



AGENDA

Town of Hillsboro Beach Commission Meeting

April 6, 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

April 6, 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, April 6, 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. March 2, 2021 Regular Commission Meeting
- B. March 16, 2021 Reorganization Meeting
- C. March 18, 2021 Special Joint Commission Meeting with City of Deerfield Beach Commission

II. PRESENTATIONS

- A. Proclamation Presentation In Honor of John H. ("Jack") Holland, Hillsboro Inlet District Board of Commissioners Chair, Special Recognition of Thirty-Five Years of Service.

III. ORDINANCES

A. 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 (First Reading- Tabled from 3/2/2021 Meeting)

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.

B. Ordinance No. 2021-04

Amendment to Town's Code of Ordinance, Creating Section Entitled "Dumpster Enclosure" (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 6 ENTITLED "GARBAGE AND TRASH DISPOSAL" BY SPECIFICALLY CREATING SECTION 6-42 TO BE ENTITLED "DUMPSTER, COMPACTION, AND ROLL-OFF CONTAINERS ENCLOSURE"; PROVIDING FOR ALL VISIBLE REFUSE AND RECYCLING CONTAINERS TO BE ENCLOSED; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

IV. DISCUSSION & POSSIBLE ACTION

- A.** Discussion on Amendment to the Town of Hillsboro Beach Seawall Ordinance; Chapter 12 - Land Development, Div. 5- Zoning, Article XIII, Section 12-268 Seawalls.

V. RESOLUTIONS & CONTRACTS

A. Resolution No. 2021-17

A Resolution of the Mayor and Town Commission of the Town of Hillsboro Beach, Florida Urging the Bahamian Government to Deny Offshore Oil Drilling Exploration Licenses and Permanently Ban Offshore Oil Drilling Activities in the Bahamas.

B. Resolution No. 2021-18

A Resolution of the Town of Hillsboro Beach Commission Opposing Unwarranted or Overly Broad Preemption of Municipal Home Rule Powers.

C. Resolution No. 2021-19

A Resolution of the Town of Commission of the Town of Hillsboro Beach, Florida, Appointing _____, _____ and _____ As its Primary Representative and Alternatives to the Broward League of Cities for the Term of 2021-2022.

D. Resolution No. 2021-20

A Resolution of the Town of Hillsboro Beach Commission Adopting the Town's Donation Policy.

E. Resolution No. 2021-21

A Resolution of the Town of Hillsboro Beach Commission Approving the Ranking as Recommended by the Selection Committee for 'RFP 2021-01 Replacement of Beach Pump Station Roof' and Authorizing the Proper Town Officials to Accept Proposal and Enter into Agreement with ACC Mastercraft Roofing Contractors.

F. Resolution No. 2021-22

A Resolution of the Town Commission Authorizing the Appropriate Town Officials Execute A Consultant Contract Between The City of Deerfield Beach, The Town of Hillsboro Beach and Coastal Protection Engineering, LLC and Authorize the Proper Town Officials to Execute a Work Authorization Between the City of Deerfiled Beach, The Town of Hillsboro Beach and Coastal Protection Engineering, LLC.

G. Resolution No. 2021-23

A Resolution of the Town Commission Waiving Competitive Procurement and Approving the Use of \$50,802.00 of Federal Forfeiture Funds for the Purchase of Two (2) Outboard Motors for the Police Boat From MBS of South Florida, Inc.

H. Resolution No. 2021-24

A Resolution of the Town Commission approving the 1st Addendum (Federal Provisions) to the Rio-Bak Corp Construction Contract Agreement, dated February 6, 2020.

I. Resolution No. 2021-25

A Resolution of the Town Commission approving the 1st Addendum (Federal Provisions) to the Moffatt & Nichol Professional Services Agreement, dated October 1, 2019.

VI. CONSENT

A. APPROVAL OF INVOICES

1. **Akerman: Invoice #9552570** Services rendered thru 3/31/2020 **\$62,461.99**
2. **Akerman: Invoice #9598233** Services rendered thru 8/31/2020 **\$18,591.10**
3. **Akerman: Invoice #9650234** Services rendered thru 1/31/2021 **\$2,995.10**
4. **CG&A: Invoice #81869** Services rendered thru 11/30/2020 **\$14,812.43**
5. **CG&A: Invoice #83861** Services rendered thru 2/28/2021 **\$21,708.16**
6. **CG&A: Invoice #84624** Services rendered thru 3/31/2021 **\$58,905.65**
7. **GCDE: Invoice #35121** Services rendered from 02/19/2021 thru 03/29/2021 **\$8,519.90 (General Matters)**
8. **GCDE: Invoice #35122** Services rendered thru 03/15/2021 **\$1,267.50 (Deerfield Beach)**
9. **GCDE: Invoice #35123** Services rendered from 03/18/2021 thru 03/26/2021 **\$1,732.50 (Development)**
10. **Inframark: Invoice #61518** Services rendered thru 3/12/2021 **\$7,423.47**
11. **Moffat & Nichol: Invoice #00756917** Services rendered thru 11/28/2020 **\$14,628.34**
12. **RMA: Invoice #4549** Services rendered thru 10/31/2020 **\$4,050.00**
13. **RMA: Invoice #4570** Services rendered thru 11/30/2020 **\$3,550.00**
14. **RMA: Invoice #4571** Services rendered thru 12/31/2020 **\$3,200.00**
15. **RMA: Invoice #4572** Services rendered thru 1/31/2021 **\$3,725.00**
16. **RMA: Invoice #4579** Services rendered thru 2/28/2021 **\$3,650.00**

VII. BEACH REPORT

VIII. STAFF UPDATES

A. Police Department

Presented by Chief Jay Szesnat

1. February 2021 Activity Report
2. Excessive Speeding in Intracoastal
3. Police Commendations

B. Finance Department

Presented by Stephen Bloom, Inframark

1. February 2021 Financial Report
2. Pro Forma FY2022 Budget Presentation

C. Building Dept

Presented by Steve Mitchell, Building Official, CG&A

D. Code Compliance

Presented by Bernard Pita, CG&A

IX. TOWN MANAGER REPORT

A. Town Manager Report

1. Town Hall Painting Update
2. Flags Along A1A on National Holidays

X. TOWN ATTORNEY REPORT

A. Town Attorney Report

1. Submerged Lands (Hillsboro Inlet District)
2. Update on Vacation Rentals

XI. TOWN COMMISSION COMMENTS/REPORTS

XII. PUBLIC COMMENTS

XIII. ADJOURNMENT

UPCOMING MEETINGS & EVENTS

A. COMMISSION MEETINGS

Tue, April 6, 2021	9:00 AM	Regular Commission Mtg
Tue, May 4, 2021	9:00 AM	Regular Commission Mtg
Tue, June 1, 2021	9:00 AM	Regular Commission Mtg
Tue, July 6, 2021	9:00 AM	Regular Commission Mtg

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.

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

TUESDAY

MARCH 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 the Town Commission Meeting was being held with a quorum physically present at Town Hall, following the expiration of the Governor's Executive Order 20-246 allowing for meetings of a municipality's governing boards without having a quorum of its members present physically or at any specific location. She 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

Mayor Tarrant stated there had been a request to move the Building Services Report up to the front of the agenda.

Town Attorney DJ Doody asked that item III.C. be pulled to allow additional time to review Ordinance 2021-03. He noted the public hearing would be re-advertised.

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

I. APPROVAL OF MINUTES

A. Minutes of the February 2, 2021 Regular Meeting

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

VIII. STAFF UPDATES

C. Building Services Report

Item handled out of order.

Steve Mitchell, Building Official with CG&A, provided his report. He stated the Department was busy, with two (2) single family homes about to be cleared, two (2) single family homes moving through the site plan approval process, two (2) homes at the early stages of the process, and four (4) recent inquiries.

Vice Mayor Kirdahy asked if the inquiries were for new homes or reconstruction.

Mr. Mitchell responded that they were a combination of both. He shared a story regarding a pending project.

Mayor Tarrant stated she had said it before, but she believed the activity in the Building Department was a direct reflection of the changes made to have a department that is easy to work with, fair, consistent, and fast.

Mr. Mitchell reported Seabonay was close to completion. He stated the Building Department was starting floor by floor inspection and the project was rapidly approaching certificate of occupancy in the next four (4) to five (5) weeks.

II. PRESENTATIONS

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

Mr. Serda explained the Town had contracted with CG&A to advocate the City's position with the Department of Transportation (FDOT) regarding the design of State Road A1A, and Jenna Martinetti was present online to give an update.

Ms. Martinetti reported FDOT had provided plans in January, and CG&A had responded with the Town's comments in writing in February.

Ms. Martinetti stated they had a meeting with FDOT in mid-February and they are working on the next level of plans and would be accepting and including the 12-foot lanes, sidewalk locations, and bike lane width. She stated they also agreed to take a harder look at raising the road. She added that they are still pushing the issue, asking that the road be as high as possible.

Continuing, Ms. Martinetti explained how FDOT had determined their sea level rise numbers and stated she had encouraged them to look at the County data and do additional research. She stated it looked as though concerns were being listened to at this point, and revised plans were expected in April with those requests implemented.

Ms. Martinetti stated she would continue to review based on the Town's constraints.

Mayor Tarrant asked if it would be worthwhile for the Town to encourage Dr. Jennifer Jurado from Broward County to be involved.

Ms. Martinetti responded that staff had a call with Dr. Jurado and the FDOT designer and project manager planned for later in the week to allow her to share her research.

Mayor Tarrant stated it was her understanding that the FDOT manuals had not been updated since the requirement was added to include sea level rise research in plans.

Ms. Martinetti stated the FDOT had looked at sea level rise, but their way of looking at sea level rise included fewer conservative numbers.

Mayor Tarrant asked if there was any plan to include curbing that would discourage delivery trucks from pulling over to the side of the road and causing congestion issues.

Ms. Martinetti stated that the plan did not include curbing, but she had not looked into that. She noted potential drainage issues and stated she would review the plan for practical places that curbing could be done. She asked if there were particular places that were an issue.

Mayor Tarrant responded that Code Enforcement might have that information and acknowledged that curbing might not be the best way to address the issue. She asked for an update on the crosswalk situation in the plan and noted the need for lights.

Mr. Serda stated FDOT did not agree to in-street lights, but they agreed to pedestal lights for the crosswalks and would turn over maintenance to the Town.

Commissioner Brown asserted the lights should be in-ground and noted difficulty with

people not seeing the lights.

Mayor Tarrant stated there had been discussion of utilizing Forfeiture Funds to pay for the lights if FDOT had chosen not to.

Mr. Serda stated that FDOT had done the data analysis and did not believe that in-ground lights were warranted. He noted the lights were not cheap, but staff could look into whether Forfeiture Funds or Transportation Funds could be used and the costs.

Mayor Tarrant asserted that they should investigate the costs, and noted she was aware of two (2) near fatal incidents recently.

Discussion ensued regarding lighting options and lights that were used at crosswalks in other areas.

Vice Mayor Kirdahy asked if there had been discussion regarding pump-ups in relation to the project.

Ms. Martinetti stated she had not yet seen FDOT's drainage design. She noted the consultant had mentioned that they had run into issues with trapping water, but she was not aware of what their solutions were yet. She stated that she had made note and would look for the pump-ups when reviewing future plans.

Discussion continued regarding the crosswalks.

Mayor Tarrant noted that when FDOT review a crosswalk, they look at foot traffic and Hillsboro Beach falls short on foot traffic. However, she asserted the complication of that intersection and needs to be addressed.

Ms. Martinetti asked if there were police reports related to the incidents that Mayor Tarrant had documented. She noted that when the foot traffic numbers don't support lights, there are other ways to show that it is necessary.

John Carlson asked the reason the Town could not request a minimum road elevation of 3.9.

Ms. Martinetti stated she had requested on behalf of the Town that the road be raised more than what was outlined in the plan. She stated the main factor was how to raise the road and be able to tie into the neighboring properties, while also considering drainage. She added that she was not saying FDOT was meeting the request, but she would continue to push. She noted the FDOT used a different design standard than the Town.

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 FOR AN EFFECTIVE DATE.

Mr. Doody read the Ordinance by title only.

Mr. Doody stated the Governor had extended the Declaration of Emergency another 60 days the previous day and noted that the Ordinance was appropriate in light of that declaration.

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 adopt 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 (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 CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Doody read the Ordinance by title only.

Mr. Serda noted the item was not a profit center but was a means for cost recovery when hiring outside consultants was necessary as related to development requests.

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 Vice Mayor Kirdahy, to adopt Ordinance 2021-02. 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 (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 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.

Item removed tabled for April 6, 2021 Meeting.

IV. DISCUSSION & POSSIBLE ACTION

A. Discussion on Enclosures Around Outdoor Dumpsters

Mr. Serda stated this item was the result of direction from Commission at the February 2, 2021 meeting to provide for enclosure of dumpsters which were not already enclosed.

Mr. Doody explained the Ordinance before the Commission was an example based on what he had developed for another municipality. He noted that there is a range of situations in different municipalities and asked for direction regarding how extensive the Commission wanted the Ordinance to be. He asked if the Commission wanted to require block walls, fences, or landscaping, and how long he wanted to give for compliance.

Commissioner Feaman stated she would not recommend a cement block but did not think it needed to specifically be a fence or shrubbery that was required.

Mayor Tarrant expressed concern that different buildings would require different solutions and noted Code Enforcement should be involved in recommendations. She provided examples of restrictions specific to properties that she thought should be considered prior to creating a mandate.

Mr. Serda asked for additional direction regarding what the Commission was seeking.

Commissioner Baldasarre asked how many properties were being discussed.

Mr. Doody stated the Town may want to consider an informal survey to determine how many unenclosed dumpsters were being addressed, along with accessibility and unique situations. Discussion ensued regarding the factors to consider and the number of properties impacted, as well as what information should be included in the Ordinance.

B. Discussion on *Bahamas Our Island, Our Future* Campaign to Ban the Bahamas Petroleum Company from Offshore Drilling in Bahamian Waters

Mayor Tarrant provided additional background on the request, which had been sent to her by the group Waterkeepers. She noted that Hillsboro Beach shares a coast with these waters and explained the reasons for the Town to care about the issue and stated a number of Florida coastal communities had passed Resolutions. She asked for and received consensus for the Town to establish a Resolution at the next meeting.

V. RESOLUTIONS & CONTRACTS

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

Mr. Doody read the Resolution by title only.

Mr. Serda explained the Resolution provided an option for planning services, which includes an elevated level of expertise related to complex discussions with developers and as an ancillary option when plans are getting backed up. He noted that Oakland Park had gone through the formal procurement process. He stated Jim Hickey with CG&A was on the line in case of questions.

Mayor Tarrant stated CG&A had given the Town great service on other matters and she welcomed the additional support.

Discussion ensued regarding rates and cases which would require support.

Motion made by Commissioner Feaman, seconded by Vice Mayor Kirdahy, to approve Resolution 2021-09. In a roll call vote, the **motion** passed unanimously. (5-0)

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

Mr. Doody read the Resolution by title only.

Mayor Tarrant stated the agreement was to do a “mini face lift” on the building.

Mr. Serda added that staff would be moving forward with selecting light fixtures and asked that Commissioners wishing to have input let him know. He noted that there were approximately 50 lights on the exterior.

Mayor Tarrant stated that she would like to go with the fixtures selected by the design consultant. The Commissioners agreed by consensus.

Commissioner Feaman asserted that the post lights should also be considered.

Motion made by Commissioner Feaman, seconded by Vice Mayor Kirdahy, to approve Resolution 2021-10. In a roll call vote, the **motion** passed unanimously. (5-0)

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

Mr. Doody read the Resolution by title only.

Mayor Tarrant noted the amount in the Resolution was incorrect, as it was the credit card price included at 3,715.00 and the Town would pay by check at \$3,595.00.

Mr. Doody noted the Resolution included an amount to allow the Commission to approve up to \$3,715.00 if needed.

Motion made by Commissioner Feaman, seconded by Vice Mayor Kirdahy, to approve Resolution 2021-11 with the amount amended to \$3,595. In a roll call vote, the **motion** passed unanimously. (5-0)

Vice Mayor Kirdahy commented how nice it was to have the Federal Forfeiture funds as an option.

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 by the State

Mr. Doody read the Resolution by title only.

Mr. Serda stated the item was something that should anger and insult anyone who lives in any city in the State of Florida and noted he had sent that language personally to each legislator to express his opposition.

Mayor Tarrant asserted Tallahassee had no business pulling this functionality away from municipalities, nor did they have the ability to manage the program.

Commissioner Feaman noted there is also a bill that would regulate which businesses are allowed in the community, and that was just as important.

Motion made by Commissioner Baldassarre, seconded by Commissioner Feaman, to approve Resolution 2021-12 as presented. In a roll call vote, the **motion** passed unanimously. (5-0)

VI. CONSENT AGENDA

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 P.A.:** 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**

Mayor Tarrant asked that items one (1) and six (6) be pulled from the Consent Agenda.

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Brown, to approve the Consent Agenda with 1 and 6 removed. In a roll call vote, the **motion** passed unanimously. (4-0)

Mayor Tarrant stated she pulled the invoices because she wanted to understand why the Town was looking at November invoices in March.

Mr. Serda stated he would investigate. He noted that the accounts payable system would not allow for duplicate invoices to be paid.

VII. BEACH REPORT

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

Mr. Serda stated he was pleased to report that the selection committee had met, ranked the engineers that had responded to the joint Request for Qualifications (RFQ). He noted the ranking of the top three (3) firms had been unanimous. He stated he was not able to report on the firms due to the cone of silence, but a Special Commission Meeting was scheduled for March 18 at 6 p.m.

Mr. Serda reported the buoys with the duplicate lines and new anchoring system had been in place through wind and weather and were working marvelously and noted that the backup buoys they had purchased were not required.

Discussion ensued regarding how the buoys had impacted boats and swimmers.

VIII. STAFF UPDATES

A. Police Department

Police Chief Szesnat presented his report, noting staff had undergone training in January, including firearms and defensive tactics. He stated each officer qualifies with eight (8) hours of training, with on-duty and off-duty weapons, a shotgun, and a patrol rifle, in both daytime and nighttime situations. He reported on de-escalation training, tasers, and other highlights of training.

Continuing, Police Chief Szesnat shared data related to patrol contacts during December 2020, January 2021, and the same period the prior year. He noted the information divided by motor vehicle, crosswalk, marine unit, beach unit, and cyclists. He shared the marine hours and statistics regarding the marine unit. Police Chief Szesnat reported the patrol had driven 9,920 miles in January and shared a breakdown of calls for service. He noted officers are currently focusing on the issue of dogs on the beach.

Mayor Tarrant asked for clarification regarding the difference between moving violations and non-moving violations.

Police Chief Szesnat explained the difference, noting that non-moving violations included things like cracked windshields and seatbelt violations.

Mayor Tarrant noted an issue with trash and recycling being put in the bicycle lane, and the resulting problem with bicyclists moving into the street.

Mayor Tarrant asked for clarification regarding the night shift on the marine unit. Discussion ensued regarding the marine unit being down and the need for a backup unit.

Mr. Serda stated the Town was moving toward a place where the visibility of the marine unit was as important as the visibility of road units. He noted that with replacement, the current boat could be used as backup and also be parked in a visible location.

Mayor Tarrant thanked Police Chief Szesnat for the detail provided in the report and his write-up summarizing his first six (6) months on the job. She noted the organizational improvements and housekeeping were greatly appreciated.

Police Chief Szesnat stated he was noticing a trend of self-initiated policing within the Police Department.

Mr. Serda asserted the forward thinking and ownership into police work was outstanding.

Police Chief Szesnat stated he would add the crosswalk issue to his list of priorities and provide data to Ms. Martinetti.

B. Finance Department

Steven Bloom presented the January financial report. He noted a General Fund surplus of \$2.26 million through January, as property taxes were 86 percent collected for the year. He stated that all General Fund revenues were at or above budget, with Intergovernmental Revenues coming in better than expected.

Mr. Bloom reviewed the Special Revenue Funds, noting that the Community Bus Fund was doing well, and had a surplus due to the County Transportation Grant. He noted the Federal Forfeitures fund had a balance of \$103,000 as of January, including interest income. Mr. Bloom reviewed the Water Fund, breaking down operations, debt service, and maintenance. He noted water usage billing was down 17 percent compared to the previous year.

Continuing, Mr. Bloom outlined the fuel cost analysis and Worker's Compensation Insurance expenses and open claims. He reviewed an overview of the CARES Act funding to date. He stated the Town was awarded \$229,791.77 and had received reimbursements to date of \$72,305.77.

Mayor Tarrant asked for clarification regarding water billings and asked if they should be concerned about the usage being able to cover the debt service associated with the water main project.

Mr. Bloom stated the answer was no if it stayed at the level it was at, noting that the Town had collected approximately \$50,000 less than this time last year in water usage. He added that the usage fee started early, so there was a pool of money assigned to debt service, providing a reserve in case of need.

Discussion ensued regarding the reduction in water use.

C. Building Services Report

Item addressed previously.

D. Code Compliance Report

Bernard Pita presented the update on Code Compliance for Mario Sotolongo, Code Supervisor with CG&A. Mr. Pita reviewed three (3) properties with complaints and stated each of the properties discussed had gone to hearing. He stated both vacation properties had been registered, and a new application was in review.

Mr. Pita reported Code Compliance had attended a training regarding the sea turtle protection season and stated they would be proactively checking the beach starting this week. He noted that door hangers and other materials were prepared.

Mayor Tarrant asked for clarification regarding the vacation property registration, and whether there was registration required by property or by individual owner.

Mr. Doody stated he would need revisit the issue with staff.

Mayor Tarrant noted tax collection for the vacation rentals should also be reviewed on an individual level.

Mr. Serda reiterated the comments regarding sea turtle protection and follow up on the volunteer reports received.

Commissioner Baldasarre asked Mr. Pita to attend the upcoming monthly condo forum to discuss the Marine Sea Turtle Ordinance and requirements.

IX. TOWN MANAGER REPORT

A. Employee Recognition for Juan Rivera, Water Treatment Plant

Mr. Serda explained that Juan Rivera was exposed to COVID-19, and while on leave studied his materials to take the water operators permit class. He noted the department was performing at a top level of service and stated each of the departments in the Town were performing with pride. He stated he is pleased with what is happening.

Mayor Tarrant agreed, stating the Town was functioning as a well-oiled machine. She congratulated Mr. Rivera on his impressive effort.

B. Pump Station Roof Update

Mr. Serda stated the pump station needs a new roof, and staff is waiting for quotes in response to bid solicitation (RFP 2021-01) to come in. He noted that pressure cleaning continues.

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

Town Clerk Sherry D. Henderson reminded residents and eligible voters that the municipal election would be March 9, 2021 from 7 a.m. to 7 p.m. She noted that mail-in ballots should be returned as soon as possible.

Continuing, Town Clerk Henderson noted poll workers would be masked, gloved, and following health safety measures. She added that a sample ballot could be found on the Town's website.

X. TOWN ATTORNEY REPORT

Mr. Doody stated Mayor Tarrant had asked him to comment on an email circulating from Dr. Jennifer Jurado from Broward County regarding seawall compliance. He noted the Town had been very proactive on the issue and was ahead of most municipalities in Broward County. He stated the Commission should be pleased property owners were trying to comply within the timeline, as the Town was one of the leaders in that particular area.

Mayor Tarrant noted that Dr. Jurado had asked for clarification regarding impact on neighboring properties as a result of a seawall variance.

Mr. Doody stated the Town has the ability to revisit a variance in the event of a negative impact. He noted in the event of granting a variance, conditions would be included to allow for the issue to be revisited, as necessary.

Discussion ensued regarding variance conditions and potential hardships, as well as the existing Code and violations.

Mr. Doody responded that language could be added to the Ordinance regarding variances and violations.

XI. TOWN COMMISSION COMMENTS/REPORTS

A. Commissioner Andrew R. Brown

Commissioner Brown thanked the Commission for the birthday card. He noted elections were coming up and stated he had had three (3) great years sitting on the Commission. He stated the Town was a well-oiled machine and had a tremendous number of accomplishments. He wished everyone who was running the best.

B. Commissioner Barbara Baldassarre

Commissioner Baldassarre stated the Broward League of Cities had presented a program with a guest speaker regarding the court system in Broward County. She noted the plan is to do a soft opening soon and bring back jurors in person shortly. She noted discussion had also included ankle bracelet monitoring and the cash bail system.

Commissioner Baldassarre asked the Commission for feedback regarding asking condo associations to put out flags for national holidays. She noted the Town should also look at doing something to recognize veterans.

Mayor Tarrant stated the Town is lucky in that if they want to make an impact, they have high visibility on A1A. She encouraged Commissioner Baldassarre to present the initiative at the next condo meeting.

Discussion ensued regarding creating a parade of flags.

Commissioner Baldassarre noted the next condo meeting would also include a discussion lighting during Marine Sea Turtle Season.

C. Commissioner Vicky Feaman

Commissioner Feaman followed up on a dumpster issue Vice Mayor Kirdahy had experienced.

D. Vice Mayor Irene Kirdahy

Vice Mayor Kirdahy stated she had received a notice from the Metropolitan Planning Organization (MPO) cancelling their next meeting. She noted the meeting was cancelled due to lack of movement in Tallahassee for the second time this year.

Mr. Serda noted the MPO was meeting in person for quorum.

Vice Mayor Kirdahy confirmed the MPO requires one-third of the members be present for quorum.

E. Mayor Deborah L. Tarrant

Mayor Tarrant responded to a complaint regarding whether her email communication to residents was covered by public records laws. She noted that her email communication to residents does not use Town staff, Town software, or Town resources, and asserted that her volunteers maintain email and snail mail lists. Continuing, Mayor Tarrant stated Florida's public records laws are unique, and encouraged residents to familiarize themselves with the laws before making comment.

XII. PUBLIC COMMENTS

None.

XIII. ADJOURNMENT

Motion made by Commissioner Feaman, seconded by Vice Mayor Kirdahy, to adjourn the meeting at 11:26 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

DRAFT

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

TUESDAY

MARCH 16, 2021

9:30 A.M.

CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE

Mayor Deborah L. Tarrant called the meeting to order at 9:30 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 the Town Commission Meeting was being held with a quorum physically present at Town Hall, following the expiration of the Governor's Executive Order 20-246 allowing for meetings of a municipality's governing boards without having a quorum of its members present physically or at any specific location. She 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 Vice Mayor Kirdahy, seconded by Commissioner Baldassarre, to approve the agenda as printed. In a roll call vote, the **motion** passed unanimously. (5-0)

I. SWEARING-IN CEREMONY FOR TOWN COMMISSIONERS

A. Elected Officials

Town Attorney DJ Doody conducted the swearing in ceremony for Commissioners Barbara Baldasarre, Vicky Feaman, and Deborah L. Tarrant following their March 9, 2021 re-election.

II. APPOINTMENTS

A. Resolution No. 2021-13 Appointment of Mayor

PURSUANT TO ARTICLE VIII, SEC. 5 OF THE TOWN CHARTER, A RESOLUTION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPOINTING THE MAYOR OF THE TOWN OF HILLSBORO BEACH; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Tarrant opened nominations for the position of Mayor.

Motion made by Commissioner Kirdahy, seconded by Commissioner Feaman, to appoint Commissioner Deborah L. Tarrant as Mayor. In a roll call vote, the **motion** passed unanimously. (5-0)

Mr. Doody read the Resolution by title only.

Motion made by Commissioner Baldasarre, seconded by Commissioner Feaman, to adopt Resolution 2021-13. In a roll call vote, the **motion** passed unanimously. (5-0)

B. Resolution No. 2021-14 Appointment of Vice Mayor

PURSUANT TO ARTICLE VIII, SEC. 5 OF THE TOWN CHARTER, A RESOLUTION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPOINTING THE VICE MAYOR OF THE TOWN OF HILLSBORO BEACH; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Mayor Tarrant opened nominations for the position of Vice Mayor.

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

Mr. Doody read the Resolution by title only.

Motion made by Commissioner Feaman, seconded by Commissioner Baldasarre, to adopt Resolution 2021-14. In a roll call vote, the **motion** passed unanimously. (5-0)

C. Resolution No. 2021-15 Appointment of Treasurer

PURSUANT TO ARTICLE VIII, SEC. 5 OF THE TOWN CHARTER, A RESOLUTION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPOINTING THE TOWN TREASURER OF THE TOWN OF HILLSBORO BEACH; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Mayor Tarrant opened nominations for the position of Treasurer.

Motion made by Commissioner Baldasarre, seconded by Commissioner Brown, to appoint Commissioner Vicky Feaman as Treasurer. In a roll call vote, the **motion** passed unanimously. (5-0)

Mr. Doody read the Resolution by title only.

Motion made by Commissioner Baldasarre, seconded by Vice Mayor Kirdahy, to adopt Resolution 2021-15. In a roll call vote, the **motion** passed unanimously. (5-0)

III. TOWN COMMISSION COMMENTS/REPORTS

A. Commissioner Andrew R. Brown

Commissioner Brown congratulated his fellow Commissioners on re-election and said he looked forward to the next two (2) years.

B. Commissioner Barbara Baldasarre

Commissioner Baldasarre stated she was proud to be part of the team, and that she was looking forward to moving forward and accomplishing the goals they had set. She thanked the residents for having faith in them.

C. Commissioner Vicky Feaman

Commissioner Feaman thanked the residents for re-electing the Commission and stated it had been a pleasure serving the Town of Hillsboro Beach for the past six (6) years.

D. Vice Mayor Irene Kirdahy

Vice Mayor Kirdahy stated she was not up for election but was happy that the residents

recognized the hard work of the Town Commission. She noted she appreciated the residents and added that the Commission looked forward to finishing what they had started.

E. Mayor Deborah L. Tarrant

Mayor Tarrant thanked the residents for their faith and trust in the Commission and in her. She thanked the many volunteers who had helped with the campaign and who helped to support her in her position as Mayor, including Roberta Meschkow, who rarely misses a meeting, and Janet Park, without whom she stated she would not be able to keep the residents as informed as she does.

Mayor Tarrant thanked her husband Rich and her family for their support. She acknowledged her two youngest grandchildren on the zoom call and invited them to say hello.

IV. PUBLIC COMMENTS

None.

V. ADJOURNMENT

Motion made by Commissioner Baldasarre, seconded by Commissioner Feaman, to adjourn the meeting at 9:52 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



DRAFT

**MINUTES
TOWN OF HILLSBORO BEACH
SPECIAL COMMISSION MEETING
JOINT MEETING WITH CITY OF DEERFIELD BEACH**

TUESDAY

MARCH 18, 2021

6:00 P.M.

CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE, AND MOMENT OF SILENCE

Mayor Bill Ganz called the meeting to order at 6:00 p.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
Town Attorney DJ Doody
Town Clerk Sherry D. Henderson, CMC

Deerfield Beach City Commission:

Mayor Bill Ganz
Commissioner Michael Hudak
Commissioner Todd Drosky

Vice Mayor Bernie Parness
Commissioner Ben Preston

Deerfield Beach City Staff:

City Manager David Santucci
City Attorney Anthony Soroka
City Clerk Samantha Gillyard, CMC
Deputy Clerk Heather Montemayor, CMC

Clerk's Note: Broward County Commissioner Lamar Fisher was in attendance.

APPROVAL OF AGENDA

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

Deerfield Beach City Clerk Heather Montemayor outlined the process for public participation in the meeting.

I. RESOLUTIONS & CONTRACTS

A. Resolution No. 2021-16 Ranking and Award of Request for Contracts

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING THE RANKING AND AWARD OF REQUEST FOR QUALIFICATIONS #21-15-JW FOR COASTAL ENGINEERING SERVICES (BEACH NOURISHMENT); AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AN AGREEMENT WITH THE MOST QUALIFIED, RESPONSIVE, AND RESPONSIBLE PROPOSER, COASTAL PROTECTION ENGINEERING, LLC, FOR A THREE-YEAR TERM WITH TWO ADDITIONAL ONE-YEAR RENEWAL TERMS; PROVIDING FOR AN EFFECTIVE DATE.

Deerfield Beach City Attorney Anthony Soroka read the Deerfield Beach Resolution by title only.

Hillsboro Beach Town Clerk Sherry D. Henderson explained the Special Joint Commission Meeting for Town of Hillsboro Beach Commission and the City of Deerfield Beach Commission was being held with a quorum physically present, following the expiration of the Governor's Executive Order 20-246 allowing for meetings of a municipality's governing boards without having a quorum of its members present physically or at any specific location. She further noted public comment was being accepted by email, as well as on the Zoom system.

Town Attorney DJ Doody read the Hillsboro Beach Resolution by title only.

City of Deerfield Beach Mayor Bill Ganz recognized that Broward County Commissioner Lamar Fisher was in attendance.

a. City of Deerfield Beach Staff Comments

Deerfield Beach City Manager David Santucci provided a brief overview of the ranking and award of Request for Qualifications (RFQ) #21-15-JW. He explained the process took

the normal Deerfield Beach procurement process and was done through the electronic bidding system. He stated 11 vendors showed interest in the document and three (3) responses were received by the deadline. He stated those responses were then reviewed independently by a committee made up of two (2) representatives from Deerfield Beach and two (2) representatives of Hillsboro Beach, and that committee was unanimous in its decision to recommend moving forward with negotiation with Coastal Protection Engineering, LLC to jointly work with the two (2) municipalities on the beach nourishment. He noted the scope of services were included in the backup materials and that he was available to answer questions.

b. Town of Hillsboro Beach Staff Comments

Town Manager Mac Serda stated that both sides had worked cooperatively and professionally, and the responses reflected that relationship. He noted there were excellent applicants and the committee had selected the best candidate. He thanked all those who had contributed to the effort. He stated with the best possible firm for the project, they had the opportunity to seize the moment and have a very meaningful and fruitful project for both jurisdictions.

c. City of Deerfield Beach Commission Comments

Commissioner Hudak expressed his excitement to be working with the Town of Hillsboro Beach. He stated to move forward in partnership was a tremendous blessing for both sides.

Vice Mayor Preston thanked City of Deerfield Beach staff and Town of Hillsboro staff for recognizing the importance of finding a workable solution and maintaining professional decorum through the process.

d. Town of Hillsboro Beach Commission Comments

Mayor Tarrant stated that she appreciated the hard work on the part of a lot of people to get to this point. She noted that over the past few years, she had come in contact with quite a few coastal engineers, geologists, biologists, and coastal scientists, and had the pleasure of hearing Tom Pierro and other members of the Coastal Protection Engineering, LLC team speak at conferences. She stated in her opinion, this was the dream team of beach projects, and she would be very happy to have them drive the train on behalf of the Town.

e. Public Comments

Deerfield Beach Deputy City Clerk Heather Montemayor stated there were no advance comments received by the City.

Hillsboro Beach Town Clerk Sherry D. Henderson stated there were no advance comments received by the Town.

Broward County Commissioner Lamar Fisher stated it brought great joy to his heart to see the municipalities working together, and asserted it was going to be an exciting project.

f. Additional Commission Comments

None.

g. Motion and Vote by City of Deerfield Beach Commission

Motion made by Commissioner Hudak, seconded by Commissioner Parness, to approve Resolution No. 2021-038 as presented. In a roll call vote, the **motion** passed unanimously. (5-0)

h. Motion and Vote by Town of Hillsboro Beach Commission

Motion made by Commissioner Brown, seconded by Commissioner Feaman, to approve Resolution No. 2021-16 as presented. In a roll call vote, the **motion** passed unanimously. (5-0)

II. ADJOURNMENT

City of Deerfield Beach

Motion made by Vice Mayor Preston, seconded by Commissioner Parness, to adjourn the meeting at 6:17 p.m. In a roll call vote, the **motion** passed unanimously. (5-0)

Town of Hillsboro Beach

Motion made by Commissioner Feaman, seconded by Commissioner Brown, to adjourn the meeting at 6:17 p.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: Proclamation Presentation In Honor of John H. ("Jack") Holland, Hillsboro Inlet District Board of Commissioners Chair, Special Recognition of Thirty-Five Years of Service.

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

Agenda Date: April 6, 2021

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. Proclamation - John H. 'Jack' Holland (HID Chair)

*P*roclamation of the Honorable Mayor and Town Commission
of the Town of Hillsboro Beach, Florida recognizing:
John H. ("Jack") Holland
Hillsboro Inlet District Board of Commissioners, Chair

*W*hereas, the Hillsboro Inlet District ("District") was established in 1957 by the State of Florida legislature to ensure safe navigation through the Hillsboro Inlet in northern Broward County, and to secure the bypassing of sand from the north side of the Inlet to the south side of the Inlet.

*W*hereas, the Hillsboro Inlet District Board of Commissioners consists of eight (8) individuals appointed by the following local governments: Broward County, Hillsboro Beach, Lighthouse Point, Pompano Beach, Deerfield Beach, Fort Lauderdale, Lauderdale-by-the-Sea, and Sea Ranch Lakes; and

*W*hereas, the City of Pompano Beach appointed John H. ("Jack") Holland to the District Board of Commissioners in 1986. In 2003, the District Board of Commissioners appointed Mr. Holland to the position of District Chairman. Since 2003, Mr. Holland served as District Chair while serving the residents of the District; and

*W*hereas, an avid sailor and computer engineer, Mr. Holland's knowledge of boating and the understanding of scientific processes served the District well. Mr. Holland worked with all sectors of government to assist in reduced beach erosion, continuous drainage of stormwater throughout the Hillsboro Inlet, while also insuring the preservation of the public beaches in Broward County; and

*W*hereas, Mr. Holland's longstanding thirty-five years of service with the Hillsboro Inlet District earned him numerous awards and recognition from his peers. Recently the Hillsboro Inlet District Board of Commissioners declared the Hillsboro Inlet's South Jetty to be named "The John H. ("Jack") Holland South Jetty" and commended Mr. Holland for his thirty-five years as a Commissioner, and for the last nineteen years as Chair; and

*N*ow, Therefore, I, Deborah L. Tarrant, by virtue vested in me as Mayor of the Town of Hillsboro Beach, on behalf of myself and Town Commission Members – Irene Kirdahy, Vicky Feaman, Barbara Baldassarre and Andrew Brown, do hereby find it fitting and proper to recognize John H. ("Jack") Holland for his dedicated years of public service and commitment to the residents of Broward County.

*I*n Witness Whereof, I have hereunto set my hand on this 6th day of April 2021 and have caused the official seal of the great Town of Hillsboro Beach, Florida to be affixed hereto.

By:

Attested By:

Honorable Deborah L. Tarrant
Mayor

(seal)

Sherry D. Henderson, CMC
Town Clerk

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 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) All Any Commercial uses not otherwise identified listed below shall be considered
32 prohibited uses within the Town. The following commercial uses as defined in this
33 Section shall be approved only as a Conditional Use unless the following uses are
34 approved as a conditional use.

35
36 (1) . Definitions
37

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 (2) . Conditional uses and use approvals.

37
38 (a) Restaurant, Restaurant bars, hotel or motel bars, and any additions to the
39 building or parking for such Restaurants or bars, may be permitted only as a conditional use
40 in 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.

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3
4 (3) . 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.

33
PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH,
FLORIDA, ON SECOND AND FINAL READING, THIS ____ DAY OF ____, 2021.

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By: _____
Deborah L. Tarrant, Mayor

ATTEST:

By: _____
Sherry D. Henderson, CMC

APPROVED AS TO FORM:

Donald J. Doody, Town Attorney

DRAFT



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: Ordinance No. 2021-04
Amendment to Town's Code of Ordinance, Creating Section Entitled "Dumpster
Enclosure" ([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 6 ENTITLED "GARBAGE AND TRASH DISPOSAL" BY SPECIFICALLY CREATING SECTION 6-42 TO BE ENTITLED "DUMPSTER, COMPACTION, AND ROLL-OFF CONTAINERS ENCLOSURE"; PROVIDING FOR ALL VISIBLE REFUSE AND RECYCLING CONTAINERS TO BE ENCLOSED; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

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

Agenda Date: April 6, 2021

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:

1. ORD-04 Dumper - refuse recycling container enclosures (1st Reading)
2. dumpster photos



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Phone: (954) 427-4011
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ORDINANCE NO. 2021-04

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER 6 ENTITLED "GARBAGE AND TRASH DISPOSAL" BY SPECIFICALLY CREATING SECTION 6-42 TO BE ENTITLED "DUMPSTER, COMPACTION, AND ROLL-OFF CONTAINERS ENCLOSURE"; PROVIDING FOR ALL VISIBLE REFUSE AND RECYCLING CONTAINERS TO BE ENCLOSED; 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 finds that the aesthetic qualities of Hillsboro Beach are comprised by the presence of all refuse and recycling containers visible to both residents and the general public when driving or walking on State Road A-1-A.

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 6 entitled "Garbage and Trash Disposal" of the Code of Ordinances is hereby amended by specifically creating Section 6-42 to be entitled "Dumpster Enclosure" which shall read as follows:

Section _6-42_.

(A) All refuse and recycling containers visible to the naked eye from State Road A-1-A shall be enclosed as set forth in this Section. No such container shall be placed for storage in a right-of-way.

1 (B) All permanently located refuse or recycling containers in use within the Town
2 limits shall be screened from view from State Road A-1-A by _____, 20____, as
3 follows:

4 (1) Screening shall be on all sides and shall consist of either wood, vinyl-
5 coated chain-link fence with slats, brick, stone, concrete or similar material of a
6 quality approved by the Town Manager.

7 (2) , The enclosure shall be permitted, constructed and inspected in
8 accordance with the Florida Building Code and the Broward County Administrative
9 Provisions (Chapter One) of the Florida Building Code.

10 (3) The screening shall encompass the full height, length, and width of the
11 container, and shall meet land development code requirements. All screenings shall
12 be maintained for function, safety, and appearance at all times.

13 (4) Gates intended for service access shall provide an opening width of at
14 least ten (10) feet for each refuse or recycling container, and shall be designed to
15 remain open when collection service is provided.

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

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

21 (C) The Town Commission, following review and recommendation by the Town
22 Manager, at a duly noticed public hearing may grant exceptions to the container
23 screening enclosure requirements of this section, where specific lot conditions make
24 compliance impractical, the visibility of the container from State Road A-1-A is
25 minimal, or the safety of the collection vehicle or the public in general would be
26 compromised by screening the refuse and recycling containers.

27 (D) Temporary refuse and recycling containers used for the collection of refuse or
28 recycling during special events for a period of less than seven (7) calendar days are
29 exempt from the container screening requirements contained in this section.

30 (E) Refuse or recycling containers on wheels which are stored out of the public
31 view, except during collections, are exempt from the screening requirement of this
32 section.

33 (F) Temporary refuse or recycling containers used for the collection of refuse or
34 recycling during construction activities are exempt from the container screening
35 requirements contained in this section.

36
37 **Section 3.** If any section, subsection, sentence, clause or provision of this
38 Ordinance is held invalid, the remainder of this Ordinance shall not be affected by such
39 invalidity.

40
41 **Section 4.** That all ordinances or parts of ordinances and all resolutions or parts
42 of resolutions in conflict with this Ordinance are repealed to the extent of such conflict.
43

1 **Section 5.** It is the intention of the Town Commission of the Town of Hillsboro
2 Beach, that the provisions of this Ordinance shall become and be made a part of the Code of
3 Ordinances of Town of Hillsboro Beach, Florida, and the Sections of this ordinance may be
4 renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article,"
5 or such other word or phrase in order to accomplish such intention.
6

7 **Section 6.** This Ordinance shall be effective fifteen (15) days after its passage
8 and adoption by the Town Commission of the Town of Hillsboro Beach.
9

10 PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO
11 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.

12
13
14 By: _____
15 Deborah L. Tarrant, Mayor

16 ATTEST:

17
18
19 By: _____
20 Sherry D. Henderson, CMC
21 Town Clerk
22

23
24 APPROVED AS TO FORM:

25
26
27 _____
28 Donald J. Doody, Town Attorney

Containers Not Enclosed Along A1A



Containers Enclosed Along A1A





TOWN OF HILLSBORO BEACH

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Hillsboro Beach, FL 33062

Phone: (954) 427-4011
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Agenda Item Cover Memo

Agenda Item: Discussion on Amendment to the Town of Hillsboro Beach Seawall Ordinance; Chapter 12 - Land Development, Div. 5- Zoning, Article XIII, Section 12-268 Seawalls.

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

Agenda Date: April 6, 2021

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. DISCUSSION amending seawall ordinance consistent with County Ord

ORDINANCE NO. 2021-_____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING CHAPTER 12 ENTITLED “LAND DEVELOPMENT CODE”, BY SPECIFICALLY AMENDING SECTION 12-268 ENTITLED “SEAWALLS” BY AMENDING SECTION 12-268 TO PROVIDE FOR ADDITIONAL PURPOSES IN ORDER TO PROTECT PROPERTIES WITHIN THE TOWN IMPACTED BY TIDAL WATERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

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

Sec. 12-268. - Seawalls.

(A) *Purpose.*

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

ii. The purpose of this Section is to provide a standard for flood mitigation infrastructure that serves as a barrier to tidal flooding, not seepage, by accounting for water levels predicted under combined conditions of sea level rise, high tides, and high frequency storm surge through the year 2070; and

i.iii. To ensure new shoreline structures and major shoreline improvements are designed for use as tidal flood barriers through application of consistent standards that account for future predicted tidal flood conditions and coastal water levels associated with sea level rise in accordance with current regional sea level rise projections, as updated and adopted by the Broward County Board of County Commissioners from time to time.

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

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

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

(1) NGVD 29 or the National Geodetic Vertical Datum of 1929 means the vertical control datum established for vertical control surveying in the United States of America by the General Adjustment of 1929.

(2) NAVD88 or the North American Vertical Datum means the vertical control datum of orthometric height established for vertical control surveying in the United States of America based upon the General Adjustment of the North American Datum of 1988. This vertical datum replaces the NGVD 29 datum and most surveys reference this datum.

(3) Rip-rap means a foundation of unconsolidated boulders, stone, rubble, concrete without protruding rebar, or similar materials placed on or near a shoreline to mitigate wave impacts and prevent erosion.

(4) Seawall means a vertical or near vertical (often interlocking) structure placed between an upland area and a waterway or waterbody for erosion control. means vertical or near vertical structures placed between an upland area and a waterway. For the purposes of the Land Development Code, rip rap is not considered a seawall.

(5) Seawall cap means a concrete box structure (usually reinforced) that connects seawall panels, piles, and anchoring system (if present) together at the top.

(D) The top surface of a newly constructed seawall shall have a minimum elevation of 5.0 feet NAVD88 (see table). The elevation shall not exceed a maximum of the base flood elevation (BFE) as identified in the most recent FEMA Flood Insurance Rate Map (FIRM) for the property, except as specifically set forth herein. For properties with a BFE of 5.0 feet NAVD88, the minimum seawall elevation shall meet

5.0 feet NAVD88 and the maximum seawall elevation shall be 7.0 feet NAVD88. For waterfront properties with a habitable finished floor elevation of less than 5.0 feet NAVD88, a seawall may be constructed at less than the stated minimum elevation if a waiver is granted by the Town Commission. For properties within an X zone, the minimum seawall elevation shall meet 5.0 feet NAVD88 and the maximum shall meet the definition of grade defined as the base flood elevation requirement for the lowest floor as shown on the flood insurance rate map published by the Federal Emergency Management Agency (FEMA). All new or substantially repaired seawalls or seawall caps shall be designed and constructed to perform as tidal flood barriers on or before January 1, 2035 and shall have a minimum elevation of five (5) feet NAVD88.

Property's FEMA Flood Insurance Rate Map Location	Minimum Allowable Seawall Elevation	Maximum Allowable Seawall or Dock Elevation
In a floodplain with a base flood elevation greater than or equal to 5.0 feet NAVD88	5.0 feet NAVD88	Base Flood elevation of the property
In a floodplain with a base flood elevation equal to 5.0 feet NAVD88	5.0 feet NAVD88	7 feet NAVD88
In an X zone, not in a floodplain	5.0 feet NAVD88	Meet the definition of grade as defined herein.

- (1) Seawalls shall be designed and built in a substantially impermeable manner to prevent tidal waters from flowing through the seawall while still allowing for the release of hydrostatic pressure from the upland direction. To effectuate the release of hydrostatic pressure, if needed because of insufficient structural strength of the seawall, seawalls shall be designed to provide for "seepage holes" with adequate back-flow prevention or a valve with backflow preventer. Additionally, the design of seawalls shall take into account the existing historic storm water runoff patterns and provide for maintaining those patterns so as not to cause flooding of adjacent roadways.
- (2) Fixed docks may be constructed at an elevation less than the elevation of the adjacent seawall to which it is attached but shall not be constructed at an elevation more than 10 inches above the adjacent seawall's elevation. Floating docks shall be allowed and must be permitted and permanently attached to a marginal dock, finger pier, mooring pilings, or seawall.
- (3) Seawalls improvements constituting substantial repair at the time of permit application shall meet the minimum elevation and consider the design recommendations as set forth in this section for the continuous seawall for the length of the property. For the purposes of this section, substantial repair threshold shall mean any improvement to a structure as defined as follows:
 - (a) If more than fifty percent (50%) of the total gross floor area of the building or more than fifty percent (50%) of a structure or more than fifty percent (50%) of its replacement value west of State Road A1A is damaged, destroyed or removed for any reason the entire building, structure or use thereof shall be required to meet the Town's Land Development Code. This shall be defined to include any and all new construction of single family residences and multi family buildings which shall be required to comply with section 12-268 as set forth herein and as amended from time to time.
- (4) All property owners shall maintain their seawalls in good repair. A seawall is presumed to be in disrepair if it allows for upland erosion, transfer of material through, around or over the seawall or allows tidal waters to flow unimpeded through the seawall to adjacent properties or public right-of-way or the seepage of water is restricted such that water remains on the land side of the seawall and intrudes on neighboring property or public facilities or right-of-way. Property owners

1 failing to maintain their seawalls in good repair shall be cited~~may be cited~~. The owner of the
2 property on which the seawall is constructed is required to initiate a process, including, but not
3 limited to, hiring a contractor or as an owner applying for a building permit, and be able to
4 demonstrate progress toward repairing the cited defect within 60 days of receiving notice from
5 the town and complete the repair within 365 days of citation or as extended by the Town
6 Commission. The property owner shall ensure that the seawall is designed and constructed to
7 meet the minimum elevation requirement and design requirement as set forth in this section.

- 8 (5) Property owners with seawalls below the minimum elevation, or permeable erosion barriers, or
9 a land/water interface of another nature shall not allow tidal waters entering their property to
10 impact adjacent properties or public rights-of-way or other public facilities. Property owners failing
11 to prevent tidal waters from flowing overland and leaving their property may shall be cited. The
12 owner of the property is required to initiate a process, including, but not limited to, hiring a
13 contractor or as an owner submitting a building permit, and be able to demonstrate progress
14 toward addressing the cited concern within 60 days of receiving notice from the town and
15 complete the proposed remedy within 365 days of citation.

16 ~~(6) Any property owner required to install or repair a seawall or an existing structure or rip-rap under~~
17 ~~the Code of Ordinances may submit an alternative design including existing rip-rap to that~~
18 ~~specified in this section to be reviewed by the town's consulting engineer. If determined by the~~
19 ~~Town's Consulting Engineer that the functional requirements stated herein are satisfied, the~~
20 ~~Town's Manager shall submit the alternate design to the Town Commission for its review and~~
21 ~~approval with or without conditions or denial.~~

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

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

34
35 **Section 3.** If any section, subsection, sentence, clause or provision of this Ordinance is
36 held invalid, the remainder of this Ordinance shall not be affected by such invalidity.

37
38 **Section 4.** That all ordinances or parts of ordinances and all resolutions or parts of
39 resolutions in conflict with this Ordinance are repealed to the extent of such conflict.

40
41 **Section 5.** It is the intention of the Town Commission of the Town of Hillsboro Beach,
42 that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances
43 of Town of Hillsboro Beach, Florida, and the Sections of this ordinance may be renumbered,
44 re-lettered and the word "Ordinance" may be changed to "Section," "Article," or such other word
45 or phrase in order to accomplish such intention.

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

11
12 **Section 7.** This Ordinance shall be effective fifteen (15) days upon passage and adoption
13 by the Town Commission of the Town of Hillsboro Beach.

14
15 PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF
16 HILLSBORO BEACH, FLORIDA, ON FIRST READING, THIS _____ DAY OF
17 _____, 2021.

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

18
19
20 By: _____
21 Deborah L. Tarrant, Mayor
22

23 ATTEST:

24
25 By: _____
26 Sherry D. Henderson, CMC
27



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. 2021-17

**A Resolution of the Mayor and Town Commission of the Town of Hillsboro Beach, Florida
Urging the Bahamian Government to Deny Offshore Oil Drilling Exploration Licenses and
Permanently Ban Offshore Oil Drilling Activities in the Bahamas.**

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

Agenda Date: April 6, 2021

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

- ATTACHMENTS:**
1. 17 - Oppose Offshore Drilling in Bahamas
 2. Opposition Letter to Prime Minister of the Bahamas
 3. Email to Mayor Tarrant
 4. Municipalities in Support #1
 5. Municipalities in Support #2

RESOLUTION NO. 2021-17

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, URGING THE BAHAMIAN GOVERNMENT TO DENY OFFSHORE OIL DRILLING EXPLORATION LICENSES AND PERMANENTLY BAN OFFSHORE OIL DRILLING ACTIVITIES IN THE BAHAMAS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Bahamas Petroleum Company (“BPC”) has been granted an offshore oil drilling exploration license by the Bahamian government that allows them to construct exploratory offshore oil drilling wells 150 miles off the coast of Florida; and

WHEREAS, exploratory and commercial drilling, extraction, and transportation of offshore oil and gas resources by BPC poses a significant risk of oil spills and chronic leakage that may adversely impact the Bahamas and coastal communities in the Caribbean and Florida; and

WHEREAS, offshore drilling activities pose threats to treasured vacation destinations in the Caribbean and along Florida’s Coasts, which are of intrinsic economic value for numerous industries and countries, provide essential nursery habitats for recreational and commercially important fisheries, and act as natural buffers from storm surge and hurricanes; and

WHEREAS, the Town of Hillsboro Beach is one of numerous communities in Florida and in the Caribbean whose local or nearby marine habitats, pristine beach, and public health may be devastated by offshore drilling oil spills originating in the Bahamas; and

WHEREAS, the Town endeavors to protect the environmental health of all marine habitats; and

WHEREAS, exploration and development of oil and gas resources off the Bahamian coast may not effectively address the long-term economic diversification goals of the Bahamas, and would likely substantially damage the tourism sector of the Bahamian economy, which makes up sixty percent of the country’s economy; and

WHEREAS, the Town urges the Bahamian government to deny offshore oil drilling exploration licenses and to permanently ban offshore oil drilling activities in

1 the Bahamas, and further urges Broward County and the State of Florida to oppose
2 such offshore oil drilling and work with the Bahamian government in such efforts.

3
4 **NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF**
5 **THE TOWN OF HILLSBORO BEACH, FLORIDA THAT:**
6

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

10
11 **SECTION 2.** The Town Commission of the Town of Hillsboro Beach, Florida
12 respectfully urges the Bahamian government to deny offshore oil drilling
13 exploration licenses and further urges the Bahamian government to permanently
14 ban all offshore oil drilling activities in the Bahamas. The Town Commission further
15 urges Broward County and the State of Florida to oppose such offshore oil drilling
16 and to work with the Bahamian government in such efforts.

17
18 **SECTION 3.** That the Town Clerk is directed to distribute this Resolution
19 the Bahamian Prime Minister Hubert Minnis, the Bahamian Ambassador to the U.S.
20 Sidney S. Collie, the Broward County Board of County Commissioners, Governor Ron
21 DeSantis on behalf of the State of Florida, all municipalities in Broward County,
22 Florida, and the Broward County League of Cities.

23
24 **SECTION 4.** The appropriate Town officials are authorized and directed to
25 execute the necessary documents to comply with this Resolution.

26
27 **SECTION 5.** All Resolutions or parts of Resolutions in conflict herewith, be
28 and the same are repealed to the extent of such conflict.

29
30 **SECTION 6.** If any clause, section or other part of this Resolution shall be
31 held by any court of competent jurisdiction to be unconstitutional or invalid, such
32 unconstitutional or invalid part shall be considered eliminated and will in no way
33 affect the validity of the other provisions of this Resolution.

34
35 **SECTION 7.** This Resolution shall become effective immediately upon its
36 passage and adoption.
37
38
39
40
41
42

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

RESOLUTION NO. 2021-17
RECORD OF TOWN COMMISSION VOTE:

	<u>YES</u>	<u>NO</u>
MAYOR DEBORAH I. TARRANT	☐	☐
VICE MAYOR IRENE KIRDAHY	☐	☐
COMMISSIONER VICKY FEAMAN	☐	☐
COMMISSIONER BARBARA BALDASARRE	☐	☐
COMMISSIONER ANDREW BROWN	☐	☐



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

From: Camelia Craciun <cc3107@mynsu.nova.edu>
Sent: Monday, March 15, 2021 3:48 PM
To: Sherry D. Henderson <shenderson@townofhillsborobeach.com>
Subject: Re: OFFSHORE DRILLING - Waterkeeper Petition

Hello, Sherry!

Thank you for getting back to me on this issue. The following municipalities have signed the petition:

1. Fort Lauderdale
2. Coral Springs
3. Surfside

The following have passed a resolution:

1. Deerfield
2. Hallandale
3. Coral Gables
4. Cutler Bay
5. Surfside

I can send you an update later if needed. The efforts are ongoing as some representatives have signed in their individual capacity or are in the process of moving forward with action within their municipality.

Best,

Camelia Craciun

Nova Southeastern University | Shepard Broad College of Law
Juris Doctor Candidate | 2021
Student Bar Association | President
American Bar Association | Representative
NSU Trial Association | Advocate
Moot Court Society | Member
<https://www.linkedin.com/in/cameliacraciun/>

From: geovanna@lakeworthwaterkeeper.org
<geovanna@lakeworthwaterkeeper.org>
Sent: Monday, March 15, 2021 4:06 PM
To: Sherry D. Henderson <shenderson@townofhillsborobeach.com>
Subject: Re: Help Us Get Oil Drilling Banned- Threat to Florida Coast

Good afternoon Sherry,

Thank you for reaching out and for Hillsboro's support! Our current list of support is the following:

Cities who have passed a resolution:

City of Deerfield Beach
City of Hallandale Beach
City of Coral Gables
Town of Cutler Bay
Town of Surfside

Cities who have signed the petition:

City of Hallandale Beach
City of Fort Lauderdale
Town of Surfside
City of Coral Springs
Town of Hillsboro

Please let me know if you have any questions or would like anything else. We're so glad to have your support!

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. 2021-18

**A Resolution of the Town of Hillsboro Beach Commission Opposing Unwarranted or Overly
Broad Preemption of Municipal Home Rule Powers.**

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

Agenda Date: April 6, 2021

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

- ATTACHMENTS:**
1. 18 - Resolution on Preemption of Home Rule
 2. Email (re Home Rule)
 3. Resolution on Preemption of Home Rule (FL League of Mayors)

RESOLUTION NO. 2021-18

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF
HILLSBORO BEACH, FLORIDA, OPPOSING UNWARRANTED OR
OVERLY BROAD PREEMPTIONS OF MUNICIPAL HOME RULE
POWERS; PROVIDING FOR CONFLICTS; PROVIDING FOR
SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Municipalities are voluntarily created and chartered by their
citizens as the embodiment of local self-determination; and

WHEREAS, in 1968, Florida voters amended the state constitution to confer
broad "Home Rule" powers to municipal government, under Article VIII, Section 2(b);
and

WHEREAS, numerous bills being considered by the Florida Legislature
contradict the will of the people of Florida, who expressed an unequivocal desire for
broad Home Rule powers in their state constitution; and

WHEREAS, these bills undercut the intent of the citizens of every municipality
in Florida, who voted to incorporate their community and exercise the broad Home
Rule powers granted by the Florida Constitution to govern themselves and, thereby,
effectively address the unique concerns of their communities; and

WHEREAS, these bills would impair municipal charter and ordinance
provisions specifically adopted and approved by local communities to define their
preferred form of self-government and safeguard issues of perennial importance to
their communities; and

WHEREAS, a municipality's ability to timely act on local problems and
opportunities will be limited by these bills to a state Legislature that holds session
only once a year, and whose ability to address local problems will be contingent on
the relative effectiveness of its representative in the state Legislature; and

WHEREAS, under these bills, state legislators will find themselves spending
increasing amounts of time arbitrating over local problems and legislating on local
issues, and less time attending to pressing statewide needs; and

WHEREAS, the Town Commission of the Town of Hillsboro Beach believes
opposing these bills is in the best interests of the residents and businesses of the
municipalities in the State of Florida, and ultimately the state itself; and

1 **WHEREAS**, the Town Commission of the Town of Hillsboro Beach would
2 respectfully ask the state legislature to be mindful that regulations enacted by local
3 governments have to be enforced by those same governments and, if excessive or
4 burdensome, the peoples' local elected representatives are quickly made aware of
5 those burdens and any unintended consequences; and
6

7 **WHEREAS**, should these bills become law, and not be overturned, the ability
8 of Florida's municipalities to narrowly address local issues of public concern would
9 be destroyed.
10

11 **NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE**
12 **TOWN OF HILLSBORO BEACH, FLORIDA THAT:**
13

14 **SECTION 1.** The foregoing "WHEREAS" clauses are true and correct and
15 hereby ratified and confirmed by the Town Commission. All exhibits attached hereto
16 are hereby incorporated herein.
17

18 **SECTION 2.** The Town Commission of the Town of Hillsboro Beach, Florida
19 opposes the State of Florida's overbroad attempt to repeal or restrict constitutional
20 municipal home rule powers to protect the health, safety and welfare of citizens and
21 urges all members of the Florida Legislature to oppose the adoption of unwarranted
22 or overly broad preemptions..
23

24 **SECTION 3.** That the Town Clerk is directed to distribute this Resolution to
25 members of the Florida Legislature, the Florida League of Cities, and any other
26 interested parties..
27

28 **SECTION 4.** The appropriate Town officials are authorized and directed to
29 execute the necessary documents to comply with this Resolution.
30

31 **SECTION 5.** All Resolutions or parts of Resolutions in conflict herewith, be
32 and the same are repealed to the extent of such conflict.
33

34 **SECTION 6.** If any clause, section or other part of this Resolution shall be
35 held by any court of competent jurisdiction to be unconstitutional or invalid, such
36 unconstitutional or invalid part shall be considered eliminated and will in no way
37 affect the validity of the other provisions of this Resolution.
38

39 **SECTION 7.** This Resolution shall become effective immediately upon its
40 passage and adoption.
41
42

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

TOWN OF HILLSBORO BEACH, FLORIDA

Mayor Deborah L. Tarrant

ATTEST:

Sherry D. Henderson, CMC Town Clerk

RESOLUTION NO. 2021-18

RECORD OF TOWN COMMISSION VOTE:

	<u>YES</u>	<u>NO</u>
MAYOR DEBORAH I. TARRANT	☐	☐
VICE MAYOR IRENE KIRDAHY	☐	☐
COMMISSIONER VICKY FEAMAN	☐	☐
COMMISSIONER BARBARA BALDASARRE	☐	☐
COMMISSIONER ANDREW BROWN	☐	☐

From: Deb Tarrant <dtarrant@townofhillsborobeach.com>
Sent: Thursday, March 11, 2021 4:40 PM
To: Mac Serda <mserda@townofhillsborobeach.com>
Cc: DJ Doody <ddoody@cityatty.com>; Sherry D. Henderson <shenderson@townofhillsborobeach.com>
Subject: FW: Florida League of Mayors' Resolution on Preemption of Home Rule
Importance: High

I would like to have this on the April agenda. I believe we passed a resolution of our own, but this would be in support of the League of Mayors' position.

Thanks,

Deb

Deb Tarrant, Mayor
Town of Hillsboro Beach

From: Rachel Embleton <rembleton@flcities.com>
Date: Thursday, March 11, 2021 at 4:13 PM
Subject: Florida League of Mayors' Resolution on Preemption of Home Rule

Mayor:

The Florida League of Mayors adopted a resolution on preemption of Home Rule at our March 4, 2021 board meeting.

This [resolution](#) urges all members of the Florida Legislature to oppose unwarranted or overly broad preemptions of municipal Home Rule powers.

The Florida League of Mayors believes these preemptions strip municipalities of their abilities to speak on behalf of their citizens.

Should any of these preemption bills become law, and not be overturned, the ability of Florida's municipalities to narrowly address local issues of public concern would be destroyed.

[Please click here to view the Florida League of Mayors' resolution.](#)

We encourage all Florida municipalities to adopt these resolutions and forward a copy to the members of your legislative delegation.

Thank you,

Mayor Terrill L. Hill
President, Florida League of Mayors
Mayor, City of Palatka



Florida League of Mayors

A RESOLUTION OF THE FLORIDA LEAGUE OF MAYORS URGING ALL MEMBERS OF THE FLORIDA LEGISLATURE TO OPPOSE UNWARRANTED OR OVERLY BROAD PREEMPTIONS OF MUNICIPAL HOME RULE POWERS; DIRECTING A COPY OF THIS RESOLUTION BE TRANSMITTED TO MEMBERS OF THE FLORIDA LEGISLATURE, THE FLORIDA LEAGUE OF CITIES, AND ANY OTHER INTERESTED PARTIES.

WHEREAS, Municipalities are voluntarily created and chartered by their citizens as the embodiment of local self-determination; and

WHEREAS, in 1968, Florida voters amended the state constitution to confer broad “Home Rule” powers to municipal government, under Article VIII, Section 2(b); and

WHEREAS, numerous bills being considered by the Florida Legislature contradict the will of the people of Florida, who expressed an unequivocal desire for broad Home Rule powers in their state constitution; and

WHEREAS, these bills undercut the intent of the citizens of every municipality in Florida, who voted to incorporate their community and exercise the broad Home Rule powers granted by the Florida Constitution to govern themselves and, thereby, effectively address the unique concerns of their communities; and

WHEREAS, these bills would impair municipal charter and ordinance provisions specifically adopted and approved by local communities to define their preferred form of self-government and safeguard issues of perennial importance to their communities; and

WHEREAS, a municipality’s ability to timely act on local problems and opportunities will be limited by these bills to a state Legislature that holds session only once a year, and whose ability to address local problems will be contingent on the relative effectiveness of its representative in the state Legislature; and

WHEREAS, under these bills, state legislators will find themselves spending increasing amounts of time arbitrating over local problems and legislating on local issues, and less time attending to pressing statewide needs; and

WHEREAS, the Florida League of Mayors believes opposing these bills is in the best interests of the residents and businesses of the municipalities in the State of Florida, and ultimately the state itself; and

WHEREAS, the Florida League of Mayors would respectfully ask the state legislature to be mindful that regulations enacted by local governments have to be enforced by those same governments and, if excessive or burdensome, the peoples’ local elected representatives are quickly made aware of those burdens and any unintended consequences; and

WHEREAS, should these bills become law, and not be overturned, the ability of Florida’s municipalities to narrowly address local issues of public concern would be destroyed.

NOW, THEREFORE, BE IT RESOLVED that the Florida League of Mayors opposes the State of Florida’s overbroad attempt to repeal or restrict constitutional municipal home rule powers to protect the health, safety and welfare of citizens and urges all members of the Florida Legislature to oppose the adoption of unwarranted or overly broad preemptions.

BE IT FURTHER RESOLVED, that a copy of this Resolution be transmitted to members of the Florida Legislature, the Florida League of Cities, and any other interested parties.

THIS RESOLUTION shall become effective immediately upon passage.

PASSED UNANIMOUSLY at a special meeting of the Florida League of Mayors this 4th day of March, 2021.

FLORIDA LEAGUE OF MAYORS

By: _____

Mayor Terrill L. Hill
President, Florida League of Mayors
Mayor, City of Palatka

ATTEST:

C. Scott Dudley
Executive Director, Florida League of Mayors
Director, Field Advocacy and Federal Affairs, Florida League of Cities, Inc.



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. 2021-19

A Resolution of the Town of Commission of the Town of Hillsboro Beach, Florida, Appointing _____, _____ and _____ As its Primary Representative and Alternatives to the Broward League of Cities for the Term of 2021-2022.

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

Agenda Date: April 6, 2021

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:

1. RESOLUTION
2. Broward League of Cities - Board Request Appointment 2021-2022

State of Florida
County of Broward
Town of Hillsboro Beach

RESOLUTION NO. 2021-19

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF
HILLSBORO BEACH, FLORIDA, APPOINTING _____,
_____ AND _____ AS ITS PRIMARY
REPRESENTATIVE AND ALTERNATES TO THE BROWARD
LEAGUE OF CITIES FOR THE TERM OF 2021-2022; PROVIDING
FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING
FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Hillsboro Beach deems it to be in
the best interests of the Town to appoint a primary representative and two alternates to the
Broward League of Cities;

**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 appoints the following representatives to the Broward League of Cities for the 2021-
2022 term:

_____ Primary Representative
_____ First Alternate
_____ Second Alternate

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 _____
9 Deborah L. Tarrant, Mayor

10
11 **ATTEST:**

12
13
14
15 _____
16 Sherry D. Henderson, CMC
17 Town Clerk
18
19

RESOLUTION NO. 2021-19

RECORD OF TOWN COMMISSION VOTE:

	<u>YES</u>	<u>NO</u>
MAYOR DEBORAH L. TARRANT	☐	☐
VICE MAYOR IRENE KIRDAHY	☐	☐
COMMISSIONER VICKY FEAMAN	☐	☐
COMMISSIONER BARBARA BALDASARRE	☐	☐
COMMISSIONER ANDREW BROWN	☐	☐



MEMORANDUM

To: City Clerks
From: Mary Lou Tighe, Executive Director
Date: March 15, 2021
Re: 2021-22 Board of Director Appointments

2020-2021 OFFICERS

President Traci Callari
Commissioner, Hollywood
1st Vice President Beverly Williams
Commissioner, Lauderdale Lakes
2nd Vice Bob Mayersohn
Vice Mayor, Parkland
Secretary Todd Drosky
Vice Mayor, Deerfield Beach
Treasurer Gary Resnick
Commissioner, Wilton Manors

DIRECTORS

Past President Greg Ross
Mayor, Cooper City
Past President Susan Starkey
Councilmember, Davie
Past President Joy Cooper
Mayor, Hallandale Beach
Past President Frank Ortis
Mayor, Pembroke Pines
Jim Allbritton
Councilmember, Southwest Ranches
Barbara Baldassarre
Commissioner, Hillsboro Beach
Peggy Brown
Mayor, Weston
Felicia Brunson
Mayor, West Park
Joy Carter
Vice Mayor, Coral Springs
Mark Douglas
Commissioner, Sunrise
Rhonda Eaton
Commissioner, Pompano Beach
Beam Furr
Commissioner, Broward County
Michelle Gomez
Mayor, Tamarac
Denise Grant
Vice Mayor, Lauderdale
Denise Horland
Councilmember, Plantation
Geoffrey Jacobs
Mayor, Pembroke Park
Anabelle Lima-Taub
Commissioner, Hallandale Beach
Wayne Messam
Mayor, Miramar
Heather Moraitis
Commissioner, Fort Lauderdale
Tim Neal
Councilmember, Sea Ranch Lakes
Lauren Odman
Commissioner, Dania Beach
Paul Rolli
Vice Mayor, Wilton Manors
Tommy Ruzzano
Commissioner, Margate
Iris Siple
Commissioner, Pembroke Pines
Elliot Sokolow
Commissioner, Lauderdale-by-the-Sea
Matthew Sparks
Commissioner, Oakland Park
Becky Tooley
Commissioner, Coconut Creek
Glenn Troast
Mayor, Lighthouse Point
Ana Ziade
Mayor, North Lauderdale

Samuel S. Goren, Esquire
Goren Cheroof Doody & Ezrol, PA
Legal Counsel

Mary Lou Tighe
Executive Director
Sely Cochran
Deputy Executive Director

According to the League By-Laws:

- Each city shall appoint a Director, Alternate, and Second Alternate to attend and vote at any Board of Directors or General Membership meeting held where he/she represents his/her municipality.
- It is the responsibility of each Director to communicate with his/her respective municipal officials, employees, and constituents concerning actions taken or to be taken by the Board of Directors or the general membership. Directors are responsible for bringing issues of collective importance to the attention of the Board of Directors.
- Each member of the Board of Directors shall notify his or her Alternate to attend Board of Director Meetings when that voting member will not attend. The Alternate shall have the right to participate and vote. In the event the Alternate cannot attend, the Alternate shall notify his or her Second Alternate to attend Board of Director meetings when the Alternate cannot attend. The Second Alternate shall have the right to participate and vote.

Please agenda the selection of your Director, Alternate, and Second Alternate for an upcoming commission meeting. See the attached attendance record for the last year. **The deadline for board appointments is April 30, 2021.** The term will begin in May, 2021, and will end in May of 2022. The exact date in May is TBD.

Please forward the information below to scochrane@browardleague.org.

=====
Municipality: _____

Commissioner/Council Appointments: _____

Director: _____

Alternate: _____

Second Alternate: _____



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. 2021-20

A Resolution of the Town of Hillsboro Beach Commission Adopting the Town's Donation Policy.

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

Agenda Date: April 6, 2021

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:

1. cover memo
2. Town Donations Policy
3. RESOLUTION



1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

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

Agenda Item Cover Memo

Agenda Item: Charitable Donation Policy

Submitting Dept: Town Manager

Agenda Date: April 23, 2021

1. BACKGROUND / HISTORY

Periodically the Town is the recipient of a donation, however no process currently exists to provide a framework for receiving contributions, nor does a current policy exist outlining the conditions for employees to follow when confronted with an offer of a donation.

2. CURRENT ACTIVITY

The proposed policy provides, restrictions on requesting, guidelines for documenting, and conditions for accepting contributions. It provides for Commission approval of all donations in excess of \$100, and provides that the use of the donations are to follow the existing budget process.

3. FINANCIAL IMPACT

There is no financial impact.

4. RECOMMENDATION

Approval of the policy is recommended.

**Town of Hillsboro Beach
Donations Policy**

Exhibit A

Purpose:

To establish a policy for the general conditions where the Town may accept donations from residents or commercial entities.

Background:

The Town recognizes that periodically various individuals or businesses may decide to donate unwanted items or funds to the Town with the intent of the donated goods to be applied for the benefit of the Town.

This policy shall not apply to sponsorships for town-sponsored events, such as Household Hazardous Waste events. These sponsorships will be in accordance with the related vendor or sponsorship agreements.

Conditions for Accepting Donations:

1. Donations must be for the exclusive use of the Town, not to an individual or employee, and the benefit of the donation must be for a public purpose, as determined by the Town Commission..
2. Town employees shall not actively solicit for donations without the prior written consent of the Town Manager. No donations shall be solicited without identifying the specific purpose for the donation.
3. There should be no perceived or implied benefit to the person or entity providing the donation to the Town, nor shall there be any perceived withholding of service due to failure to donate.
4. Vendors shall not be solicited due to the perceived implication that donations may be in exchange for doing business with the Town.
5. Unusual donations including gifts considered inappropriate or representing potential conflicts of interest, may be rejected by the Town Manager or referred to the Town Commission for specific direction.

Procedures:

1. Notice of an intent to donate to the Town should be communicated in writing to the Town Manager.
2. The Town Manager shall assess the purpose, value and intent of the donation.
3. The amount, purpose and who is mailing the donation shall be identified.
4. The Town Manager will communicate with the donor to establish that no preferential treatment is expected by the donor.
5. The Town Manager will provide notice to the Commission of the intended donation, and for donations in excess of \$100 will seek commission approval prior to accepting any donation. Use of the donated funds will follow the existing budget process.
6. Use of the donated items will be for the benefit of the Town, and will be for a bona fide public purpose.
7. If the item donated is to be sold by the Town, the proceeds of the sale shall comply with the procedures set forth in this policy.

Resolution No. _____

Adopted _____

RESOLUTION NO. 2021-20

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING THE TOWN'S PROPOSED DONATION POLICY; 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 adopt and approve the Town's proposed Donation Policy.

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 adopts and approves the Town's proposed Donation Policy; a copy of the Donation Policy is attached hereto as Exhibit "A".

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

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

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

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

1
2 **ADOPTED** by the Town Commission of the Town of Hillsboro Beach, Florida this
3 ____ day of _____ 2021.
4
5
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7 TOWN OF HILLSBORO BEACH, FLORIDA
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12 _____
13 Deborah L. Tarrant, Mayor
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15 ATTEST:
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18 _____
Sherry D. Henderson, CMC Town Clerk

RESOLUTION NO. 2021-20

RECORD OF TOWN COMMISSION VOTE:

	<u>YES</u>	<u>NO</u>
MAYOR DEBORAH I. TARRANT	☐	☐
VICE MAYOR IRENE KIRDAHY	☐	☐
COMMISSIONER VICKY FEAMAN	☐	☐
COMMISSIONER BARBARA BALDASARRE	☐	☐
COMMISSIONER ANDREW BROWN	☐	☐



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: Resolution No. 2021-21

A Resolution of the Town of Hillsboro Beach Commission Approving the Ranking as Recommended by the Selection Committee for 'RFP 2021-01 Replacement of Beach Pump Station Roof' and Authorizing the Proper Town Officials to Accept Proposal and Enter into Agreement with ACC Mastercraft Roofing Contractors.

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

Agenda Date: April 6, 2021

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

- ATTACHMENTS:**
1. Cover Memo
 2. Selection Committee Ranking
 3. RESOLUTION
 4. ACC Masercraft Agreement



1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

Phone: (954) 427-4011
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Agenda Item Cover Memo

Agenda Item: Aware of RFP 2021-001 (Beach Pump Station Roof Replacement)

Submitting Dept: Town Manager

Agenda Date: April 24, 2021

1. BACKGROUND / HISTORY

The Water Utility's pump house, located behind Town Hall, is in need of a roof replacement. Using the Town's website, and the Demandstar E-Bid system, electronic notification was sent to 536 "roofing" suppliers, with 3 responses considered.

2. CURRENT ACTIVITY

A review of the sealed bids was conducted, and the firms were ranked based on cost for the project. Based on the proposals, ACC Mastercraft was selected as the lowest, responsible vendor. Their references were reviewed and resulted in favorable recommendations. Discussions between the Town and contractor were completed to ensure payment terms and scheduling were compliant. Tiles will match existing grey tile on Town Hall.

3. FINANCIAL IMPACT

Cost for repair is \$19,220, plus \$75/plywood sheet based on need. The job is expected to need substantial wood based on observation from the ground. Funding for the project is from the Utility, and was budgeted at \$60,000.

4. RECOMMENDATION

Approval of the resolution and contract is recommended.



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, Florida 33062

(P) 954-427-4011
(F) 954-427-4834

TOWN OF HILLSBORO BEACH

RFP No. 2021-01

Replacement of Beach Pump Station Roof

Bids Closed 3/2/2021 at 2:00 P.M.

Selection Committee Ranking

#1	ACC Mastercraft Roofing Contractors, Inc.	1660 Trade Center Way, Suite 5	Naples, FL 34109-2310	\$19,220.00
#2	LaPorta Contracting	1975 East Sunrise Blvd. 822	Fort Lauderdale, FL 33304	\$24,010.00
#3	Trusted Construction Inc.	3677 23rd Ave. South #C-101	Lake Worth, FL 33401	\$35,830.00

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

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

TOWN OF HILLSBORO BEACH, FLORIDA

Deborah L. Tarrant, Mayor

ATTEST:

Sherry D. Henderson, CMC
Town Clerk

RESOLUTION NO. 2021-21

RECORD OF TOWN COMMISSION VOTE:

	<u>YES</u>	<u>NO</u>
MAYOR DEBORAH I. TARRANT	☐	☐
VICE MAYOR IRENE KIRDAHY	☐	☐
COMMISSIONER VICKY FEAMAN	☐	☐
COMMISSIONER BARBARA BALDASARRE	☐	☐
COMMISSIONER ANDREW BROWN	☐	☐

ACC MasterCraft Roofing Contractors

22160 Soliel Circle West • Boca Raton, FL 33433 • Phone: 561-260-3126 • Fax: 954-301-2957
E-Mail: jim@accmastercraftfl.com Web: www.ACCMasterCraftFL.com



Name of Project: Town of Hillsboro Beach - Beach Pump Station Roof

Address of Project: 1210 Hillsboro Mile, Hillsboro Beach, FL 33062

Client: Town of Hillsboro Beach

Contractor: ACC MasterCraft Roofing Contractors (CCC1330250)

ACC MASTERCRAFT ROOFING CONTRACTORS HEREBY PROPOSES TO FURNISH ALL MATERIALS AND LABOR NECESSARY TO PERFORM RENOVATIONS TO THE CLIENT'S PROPERTY (LISTED ABOVE) IN COMPLETE ACCORDANCE WITH THE MIAMI-DADE CODE, AS WELL AS THE FOLLOWING TERMS AND SPECIFICATIONS:

Scope of Work - Tile: \$13,600.00

- Removal of tiles and underlayment, down to the sheeting, as necessary to accommodate roof replacement.
- Remove and replace any rotten sheeting*
- Install and nail all sheeting.
- Install double layer of 30lb. felt and tin tag.
- Install 3in. copper drip edge. **
- Install copper Ridge Metal. **
- Install TU-Plus
- Install Entegra Tiles (Style and color to be selected by client and will match Town Hall)
- Remove and replace all Fascia Board***

* The first two (2) sheets, of rotten sheeting, will be replaced at no additional cost to the client. However, replacement of rotten sheeting, more than these two (2) sheets, will be charged at a rate of \$75.00 per sheet.

** All drip edge will be removed and replaced with 3 in. Copper drip edge. All ridge metal will be removed and replaced with Copper Ridge metal. The upgrade to copper will be a cost of \$900.00.

*** The removal and replacement of all Fascia Boards will cost \$1,800.00.

Scope of Work – Soffit: \$1,550.00

- Remove existing soffit to accommodate new soffit installation.
- Remove and replace any rotten wood. (This will be an additional cost that will be invoiced to the customer at completion of the project.)
- Install new vinyl soffit (color to match current soffit) and install vented soffit where needed.

Quality Control:

ACC MasterCraft Roofing Contractors shall use workmen who are trained and experienced in roof installation, as well as all other skills needed to satisfactorily complete the project as specified. ACC MasterCraft Roofing Contractors shall keep the building weatherproof and make every reasonable attempt to complete the project on schedule. Additionally, a supervisor will be always on site. Work on the roof is scheduled to begin on **April 1, 2021.**

Building Materials and Labor = \$17,850.00

**Permits:**

ACC MasterCraft Roofing Contractors shall apply for and obtain all permits and regulatory approvals as is required by the local municipality/county government. The estimated cost of a permit for this project will be **\$550.00**.

Dumpsters:

ACC MasterCraft Roofing Contractors shall obtain all dumpsters necessary to help maintain the cleanliness of the job site. The estimated cost of dumpster rentals and fees is **\$800.00**.

Payment Terms:

The cost of the project is \$19,200.00. ACC MasterCraft requires 30% (\$5,760.00) as down payment, 60% of the total cost (\$11,520.00) required at completion of the project, and the remaining 10% (\$1,920.00) due upon completion of the final inspection, along with any additional and/or unknown costs. The cost of permitting and Dumpsters will be invoiced separately. All payments shall be made to ACC MasterCraft Roofing.

Customer Accepting Proposal (Signature)

Date

Customer Accepting Proposal (Printed)

Warranty:

All workmanship on the tile roof is guaranteed for 10 years from the date of completion.

Customer Accepting Proposal (Signature)

Date

Customer Accepting Proposal (Printed)

James Baker, President - ACC Mastercraft

3/17/21
Date



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. 2021-22

A Resolution of the Town Commission Authorizing the Appropriate Town Officials Execute A Consultant Contract Between The City of Deerfield Beach, The Town of Hillsboro Beach and Coastal Protection Engineering, LLC and Authorize the Proper Town Officials to Execute a Work Authorization Between the City of Deerfiled Beach, The Town of Hillsboro Beach and Coastal Protection Engineering, LLC.

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

Agenda Date: April 6, 2021

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

- ATTACHMENTS:**
1. Agenda Cover Memo
 2. RESOLUTION
 3. Consultant Agreement 4-1-2021
 4. Consultant Work Authorization revised 4-1-21



1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

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

Agenda Item Cover Memo

Agenda Item: Coastal Protection Engineering LLC

Submitting Dept: Town Manager

Agenda Date: April 24, 2021

1. BACKGROUND / HISTORY

The Town of Hillsboro Beach and the City of Deerfield Beach combined to issue a joint Request for Qualification (RFQ) for Coastal Engineering Services in compliance with Florida's Consultants Competitive Negotiation Act (CCNA) and the Town's procurement policy.

In accordance with the Settlement Agreement between the Town and City, a combined evaluation committee was formed and convened to review, score, and rank the three proposals. The evaluation committee was unanimous in their decision to make a recommendation to approve the ranking and award the RFQ to the most qualified, responsive and responsible proposer, Coastal Protection Engineering LLC, (CPE),

On March 18, 2021, the Town and City Commissions met in a joint public meeting to discuss and approve the evaluation committee's ranking and authorize the Town and City Managers to negotiate with CPE for a three-year term with two one-year renewals.

2. CURRENT ACTIVITY

To allow CPE to quickly commence the various elements of the project, the Managers have negotiated an interim scope of work with CPE for services. Pursuant to the terms of the Agreement, the Town desires to issue a work authorization to CPE for services (see attached Interim Scope of Work) in an amount not to exceed \$100,000 for the City's share of the services. The hourly rates were reviewed with the Town and City, and tentatively agreed to with CPE

3. FINANCIAL IMPACT

The Town's cost is \$100,000, which is 50% of the budget. It is expected that these funds will be reimbursable by FEMA upon authorization of the work by FEMA and Florida Department of Emergency Management.

4. RECOMMENDATION

Approval of the resolution and contract is recommended.

RESOLUTION NO. 2021-22

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A CONSULTANT CONTRACT BETWEEN THE CITY OF DEERFIELD BEACH, THE TOWN OF HILLSBORO BEACH, AND COASTAL PROTECTION ENGINEERING, LLC AND AUTHORIZING THE PROPER TOWN OFFICIALS TO EXECUTE A WORK AUTHORIZATION BETWEEN THE CITY OF DEERFIELD BEACH, THE TOWN OF HILLSBORO BEACH AND COASTAL PROTECTION ENGINEERING, LLC; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve and authorize the appropriate Town officials to execute a Consultant Contract between the City of Deerfield Beach, the Town of Hillsboro Beach, and Coastal Protection Engineering, LLC and to approve and authorize the appropriate Town officials to execute a Work Authorization between the City of Deerfield Beach, the Town of Hillsboro Beach and Coastal Protection Engineering, LLC; and

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

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the Town Commission.

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida hereby the authorizes the appropriate Town officials to execute Consultant Contract between the City of Deerfield Beach, the Town of Hillsboro Beach, and Coastal Protection Engineering, LLC; a copy of the Contract is attached hereto as Exhibit "A".

SECTION 3. The Town Commission of the Town of Hillsboro Beach, Florida hereby and authorizes the appropriate Town officials to execute a Work Authorization between the City of Deerfield Beach, the Town of Hillsboro Beach and Coastal Protection Engineering, LLC in an amount not to exceed \$200,000.00; a copy of the Work Authorization is attached hereto as Exhibit "B".

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.

ADOPTED by the Town Commission of the Town of Hillsboro Beach, Florida this ____day of _____ 2021.

TOWN OF HILLSBORO BEACH, FLORIDA

Deborah L. Tarrant, Mayor

ATTEST:

Sherry D. Henderson, CMC Town Clerk

RESOLUTION NO. 2021-22
RECORD OF TOWN COMMISSION VOTE:

	<u>YES</u>	<u>NO</u>
MAYOR DEBORAH I. TARRANT	☐	☐
VICE MAYOR IRENE KIRDAHY	☐	☐
COMMISSIONER VICKY FEAMAN	☐	☐
COMMISSIONER BARBARA BALDASARRE	☐	☐
COMMISSIONER ANDREW BROWN	☐	☐

CONSULTANT CONTRACT

This Consultant Contract (the "Contract") is entered into on this ____ day of _____, 2021, by and between the City of Deerfield Beach (the "CITY"), the Town of Hillsboro Beach (the "TOWN"), and Coastal Protection Engineering, LLC (the "CONSULTANT").

WITNESSETH:

WHEREAS, pursuant to RFQ # 21-15-JW (the "RFQ"), the CITY and TOWN accepted competitive proposals for Coastal Engineering Services for Beach Nourishment as further detailed in the RFQ (the "Services"); and

WHEREAS, the evaluation committee ranked the responsive proposals in accordance with the RFQ and determined that CONSULTANT was the most qualified, responsive and responsible proposer for the Services; and

WHEREAS, on March 18, 2021, the City Commission and Town Commission held a joint public meeting, approved the evaluation committee's ranking and authorized the City and Town Managers to negotiate with CONSULTANT for performance of the Services; and

WHEREAS, this Contract, the RFQ, the CONSULTANT's Response to the RFQ, and any Work Authorizations issued pursuant to the terms of this Contract constitute the entire Contract and describe the Services to be provided by CONSULTANT.

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

ARTICLE I **INTRODUCTION AND SCOPE OF SERVICES**

- 1.1 The above referenced Whereas clauses are true and correct and made a part hereof.
- 1.2 This Contract, the RFQ, together with the CONSULTANT's response to the RFQ, attached as Exhibit "A," and any work authorizations issued under this Contract shall constitute the entire Contract, except to the extent specifically modified on Attachment "A" Additional Terms and Conditions. The parties agree that the scope of services in the RFQ is a description of CONSULTANT's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by CONSULTANT impractical, illogical, or unconscionable.
- 1.3 Except as specifically modified herein, CONSULTANT shall be bound by the terms and conditions as set forth in the RFQ and the CONSULTANT'S Response to the RFQ. When the terms and conditions of this Contract may be read as consistent with the RFQ, then and in that respect, the terms of both the RFQ and this Contract shall be read as being consistent and shall be binding on the parties. Where terms and conditions of this Contract contradict anything as set forth in the RFQ or the response to the RFQ, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.

- 1.4** This is a non-exclusive contract. The CITY or TOWN may, in their sole and absolute discretion, utilize other parties to provide any of the services listed in the RFQ, or any aspect of the Services if the CITY or TOWN deem it to be in the best interest of the CITY and TOWN.
- 1.5** CONSULTANT acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Contract.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

- 2.1** The initial contract term shall be three (3) years and shall commence upon final execution of the Contract by the CITY and TOWN, with the option to renew the Contract for two (2) additional one (1) year periods providing all terms, conditions, and scope of services remain the same, the parties agree to the renewal, and such renewal is approved by both the City Manager and Town Manager as set forth in the RFQ.
- 2.2** In the event services are scheduled to end because of the expiration of the Contract, the CONSULTANT shall continue to provide the Services upon the request of the City Manager and Town Manager or their designees. The extension period shall not extend for more than one hundred eighty (180) days beyond the expiration date of the existing Contract. The CONSULTANT shall be compensated for the Services at the rates in effect when this extension clause is invoked by the CITY and TOWN.
- 2.3** Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Contract.

ARTICLE 3

SCOPE OF SERVICES

CONSULTANT's services shall consist of the services set forth in the Scope of Services, attached hereto and incorporated herein as Exhibit "A" (the "Services"), and as further delineated in the RFQ. CONSULTANT shall provide the Services as set forth in Exhibit "A" including all necessary, incidental, and related activities and services.

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

- 4.1** The CITY and TOWN shall compensate the CONSULTANT for the Services based on the hourly rates in the attached as Exhibit "B," and the compensation provided for in the applicable Work Authorization, which amounts shall be accepted by CONSULTANT as full compensation for all such work. It is acknowledged and agreed by CONSULTANT that this amount is the maximum payable and constitutes a limitation upon CITY's and TOWN's obligation to compensate CONSULTANT for the Services related to this Contract. This amount, however, does not constitute a limitation, of any sort, upon CONSULTANT's obligation to perform all items of work required by or which can be reasonably inferred from the Contract. No amount shall be paid to CONSULTANT to reimburse its expenses, unless authorized in this Contract.

- 4.2** CONSULTANT shall submit invoices for compensation on a monthly basis to the CITY and the TOWN for work that has been completed. The total monthly amount to be invoiced by CONSULTANT shall be divided equally with 50% of the monthly amount on the CITY invoice and 50% of the monthly amount on the TOWN invoice. CONSULTANT shall submit with each invoice a Certification of Payments to Suppliers and subconsultants, if subconsultants are used and allowed by the Contract. The CITY shall not be responsible for payment of monthly amounts invoiced to the TOWN, and the TOWN shall not be responsible for payment of monthly amounts invoiced to the CITY.
- 4.3** To be deemed proper, all invoices must comply with the requirements set forth in this Contract and must be submitted on the form and pursuant to instructions prescribed by the Contract. Payment may be withheld for failure of CONSULTANT to comply with a term, condition, or requirement of this Contract.
- 4.4** The CONSULTANT and the CITY and TOWN shall abide by the Local Government Prompt Payment Act, FL SS. 218.70-218.80.
- 4.5** Notwithstanding any provision of this Contract to the contrary, CITY or TOWN may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Contract. The amount withheld shall not be subject to payment of interest by CITY or TOWN.
- 4.6** Payment will be made to CONSULTANT at:
- Coastal Protection Engineering, LLC
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ARTICLE 5

ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

CITY and TOWN may request changes that would increase, decrease or otherwise modify the Scope of Services to be provided under this Contract. Such changes must be made in writing and executed by the CITY, TOWN and CONSULTANT. CITY and TOWN shall compensate CONSULTANT for such additional services on the basis provided for in the applicable Work Authorization.

ARTICLE 6

CITY'S AND TOWN'S RESPONSIBILITIES

- 6.1** CITY and TOWN shall assist CONSULTANT by placing at CONSULTANT's disposal all information CITY and TOWN has reasonably available pertinent to the Services, including previous reports and any other data relative to the Services.
- 6.2** CITY and TOWN shall arrange for access to, and make all reasonable provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform the Services.

ARTICLE 7
TERMINATION OR SUSPENSION

- 7.1** This Contract may be terminated for convenience by the CITY and TOWN, jointly. Termination for convenience by the CITY and TOWN shall be effective on the termination date stated in written notice provided by CITY and TOWN, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the City Manager and Town Manager, jointly, upon such notice as the City Manager and Town Manager deem appropriate under the circumstances in the event the City Manager and Town Manager both determine that termination is necessary to protect the public health or safety. The parties agree that if the CITY and TOWN erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 7.2** This Contract may be terminated for cause for reasons including, but not limited to, CONSULTANT's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract.
- 7.3** Notice of termination shall be provided in accordance with the "NOTICES" section of this Contract except that notice of termination by the City Manager and Town Manager, in the event the City Manager and Town Manager deem necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Contract.
- 7.4** In the event this Contract is terminated for convenience, CONSULTANT shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. CONSULTANT acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY and TOWN, the receipt and adequacy of which are hereby acknowledged by CONSULTANT, for CITY's and TOWN's right to terminate this Contract for convenience.
- 7.5** In the event this Contract is terminated for any reason, any amounts due CONSULTANT shall be withheld by CITY and TOWN until all documents are provided to CITY and/or TOWN pursuant to Section 10.2 and 10.3 of Article 10.
- 7.6** If CONSULTANT is in violation of any of the terms and conditions of this Contract at any time during the term of this Contract, including any option terms, the CITY and TOWN shall have the right to suspend the CONSULTANT until the violation is resolved to the satisfaction of the CITY and TOWN. If the violation is not promptly resolved or is of such serious nature that the CITY and TOWN determine that suspension is not adequate, the CITY and TOWN reserve the right to terminate for cause.
- 7.6.1** In the event the CONTRACT is terminated, the CITY and TOWN may assign the contract to another CONSULTANT, or seek a new CONSULTANT, until the contract is re-let, or until the end of the contract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 8

INSURANCE

- 8.1** To ensure the indemnification obligation contained in Section 10.7 of this Contract, CONSULTANT shall provide, pay for and maintain in force at all times during the services to be performed, Professional Liability Insurance, Workers' Compensation Insurance, Comprehensive General or Commercial Liability Insurance, Business Automobile Liability Insurance and Employer's Liability Insurance as set forth below.
- 8.2** Such policy or policies shall be without any deductible amount unless otherwise noted in this Article and shall be issued by approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. CONSULTANT shall pay all deductible amounts, if any. CONSULTANT shall specifically protect CITY and TOWN and the City and Town Commissions by naming CITY and TOWN and the City and Town Commissions as additional insured under the Comprehensive General/Commercial Liability Insurance policy and business automobile liability insurance hereinafter described as well as on any Excess Liability Policy coverage.
- 8.2.1** Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis to be no less than One Million Dollars (\$1,000,000.00) per occurrence with a combined single limit of two million dollars (\$2,000,000.00) per occurrence with deductible per claim not to exceed ten percent (10%) of the limit of liability. **CONSULTANT shall notify CITY and TOWN in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy.**
- 8.2.2** Errors and Omissions Liability insurance with minimum coverage limits of \$1,000,000.00 each occurrence. Consultant acknowledges that the CITY and TOWN are relying on the competence of the CONSULTANT to design the project to meet its functional intent. If it is determined during construction of the project that changes must be made due to CONSULTANT's negligent errors and omissions, CONSULTANT shall promptly rectify them at no cost to CITY or TOWN and shall be responsible for additional costs, if any, of the project to the proportional extent caused by such negligent errors or omissions.
- 8.2.3** Workers' Compensation Insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, the Workers' Compensation Law, of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include Employers' Liability with a limit of One Million Dollars (\$1,000,000.00) each accident.
- 8.2.4** Comprehensive or Commercial Liability Insurance Policy shall be provided which shall contain minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and shall contain minimum limits of Two Million Dollars (\$2,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Premises and/or Operations.
Independent Contractors.
Products and/or completed operations for contracts,
Broad Form Property Damage.
Broad Form Contractual Coverage applicable to this specific Contract.
Personal Injury Coverage with Employee and Contractual Exclusions removed
with minimum limits of coverage equal to those required for Bodily Injury Liability
and Property Damage Liability.

- 8.2.5** Business Automobile Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Owned vehicles, if applicable.
Hired and non-owned vehicles, if applicable.
Employers' non-ownership, if applicable.

- 8.3** CONSULTANT shall provide to CITY and TOWN certificates of insurance within fifteen (15) days after notification of award of the contract reflecting the coverage provided herein. CONSULTANT shall provide to CITY and TOWN a Certificate of Insurance or a copy of all insurance policies required by this Article. CITY and TOWN reserve the right to require a certified copy of such policies upon request. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONSULTANT is completed. All certificates and endorsements required herein shall state that CITY and TOWN shall be given thirty (30) days' notice prior to expiration or cancellation and/or restriction of the policy. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration. CONSULTANT's failure to provide to CITY and TOWN the Certificates of Insurance within fifteen (15) calendar days shall be the basis for the termination of the Contract.
- 8.4** CITY and TOWN reserve the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage.
- 8.5** CITY and TOWN are to be expressly included as an Additional Insured with respect to general liability and excess liability coverages arising out of operations performed for the CITY and TOWN by or on behalf of CONSULTANT or acts or omissions of CONSULTANT in connection with general supervision of such operation. If CONSULTANT uses a subcontractor, then CONSULTANT shall ensure that subcontractor names CITY and TOWN as an additional insured.
- 8.6** Notice of Cancellation and/or Restriction--The policy(ies) must be endorsed to provide CITY and TOWN with at least thirty (30) days' notice of cancellation and/or restriction.

ARTICLE 9
EEO AND SDBE COMPLIANCE

9.1 Non-discrimination, Equal Employment Opportunity, and Americans with Disabilities Act

No party to this Contract may discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Contract, the solicitation for or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. CONSULTANT shall include the foregoing or similar language in its contracts with any subcontractors or Sub-consultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CITY and TOWN deem appropriate.

CONSULTANT 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 Contract. CONSULTANT shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY and TOWN, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

By execution of this Contract, CONSULTANT represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes, as may be amended from time to time). CITY and TOWN hereby materially rely on such representation in entering into this Contract. An untrue representation of the foregoing shall entitle CITY and TOWN to terminate this Contract and recover from CONSULTANT all monies paid by CITY and TOWN pursuant to this Contract.

ARTICLE 10
MISCELLANEOUS

10.1 Ownership of Documents

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by CONSULTANT in connection with this Contract shall become the property of CITY and/or TOWN, whether the Project for which they are made is completed or not and shall be delivered by CONSULTANT to Contract Administrator within fifteen (15) days of the receipt of the written notice of termination. If applicable, CITY and/or TOWN may withhold any payments then due to CONSULTANT until CONSULTANT complies with the provisions of this section.

10.2 Audit Right and Retention of Records

10.2.1 CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project, including, without limitation, complete and correct records of payments to each of its Sub-consultants and subcontractors. For each Sub-consultant and subcontractor, the books, records, and accounts shall reflect each payment to the Sub-consultant or subcontractor and the cumulative total of the payments made to the Sub-consultant or subcontractor. CITY and/or TOWN shall have the right to audit the books, records, and accounts of CONSULTANT and its Sub-consultants and subcontractors that are related to this Project. All books, records, and accounts of CONSULTANT and its Sub-consultants and subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONSULTANT or its Sub-consultants and subcontractors, as applicable, shall make same available at no cost to CITY and/or TOWN in written form.

10.2.2 CONSULTANT and its Sub-consultants and subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY and/or TOWN, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY and/or TOWN to be applicable to CONSULTANT's and its Sub-consultants and subcontractors' records, CONSULTANT and its Sub-consultants and subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT or its Sub-consultants and subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's and TOWN's disallowance and recovery of any payment upon such entry.

10.2.3 CONSULTANT shall, by written contract, require its Sub-consultants and subcontractors to agree to the requirements and obligations of this Article 10.2.

10.3 Public Records

CONSULTANT agrees to keep and maintain public records in CONSULTANT's possession or control in connection with CONSULTANT's performance under this Contract. CONSULTANT additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.

10.3.1 CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Contract, and following completion of the Contract until the records are transferred to CITY and TOWN.

- 10.3.2** Upon request from CITY or TOWN'S custodian of public records, CONSULTANT shall provide CITY or TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 10.3.3** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of CITY and TOWN.
- 10.3.4** Upon completion of this Contract, transfer, at no cost, to the CITY and TOWN all public records in possession of CONSULTANT or keep and maintain public records required by CITY and TOWN to perform the Services. If CONSULTANT transfers all public records to CITY and TOWN upon completion of this Contract, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of this Contract, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically by CONSULTANT shall be delivered to CITY, upon request from the CITY'S or TOWN'S Custodian of Records, in a format that is compatible with the CITY'S and TOWN'S information technology systems.
- 10.3.5** Any compensation due to CONSULTANT shall be withheld until all records are received as provided herein.
- 10.3.6** CONSULTANT'S failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Contract by CITY.

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

City Custodian of Public Records:	SAMANTHA GILLYARD, CITY CLERK
Mailing address:	150 N.E. 2ND AVE., DEERFIELD BEACH, FL 33441
Telephone number:	954-480-4213
Email:	WEB.CLERK@DEERFIELD-BEACH.COM
Town Custodian of Public Records:	SHERRY D. HENDERSON, TOWN CLERK
Mailing address:	1210 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
Telephone number:	954-427-4011
Email:	SHENDERSON@TOWNOFHILLSBOROBEACH.COM

10.4 Scrutinized Companies

10.4.1 CONSULTANT certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the CITY and TOWN may immediately terminate this Contract at its sole option if the CONSULTANT or its subconsultants are found to have submitted a false certification; or if CONSULTANT, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract.

10.4.2 If this Contract is for more than one million dollars, CONSULTANT certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the CITY and TOWN may immediately terminate this Contract at its sole option if CONSULTANT, its affiliates, or its subconsultants are found to have submitted a false certification; or if CONSULTANT, its affiliates, or its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Contract.

10.4.3 CONSULTANT agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.

10.4.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

10.5 Public Entity Crime Act

10.5.1 CONSULTANT represents that the execution of this Contract will not violate Section 287.133, Florida Statutes, the Public Entity Crimes Act, which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CITY or TOWN, may not submit a bid on a contract with CITY and TOWN for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY or TOWN, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CITY or TOWN, and may not transact any business with CITY or TOWN in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Article shall result in termination of this Contract and recovery of all monies paid hereto.

10.5.2 In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a “public entity crime” and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

10.6 Subconsultants

CONSULTANT shall utilize the Sub-consultants identified in the Exhibit "C" - Schedule of Sub-Consultant Participation that were a material part of the selection of CONSULTANT to provide the services for this Contract. CONSULTANT shall obtain written approval of Contract Administrator, which may be withheld in the sole discretion of the CITY or TOWN, prior to using any Sub-consultant(s) that are not set forth in Exhibit "C". The list of Sub-consultants is provided on Exhibit "C" Schedule of Sub-consultant Participation, as attached hereto and made a part hereof.

10.7 Assignment and Performance

10.7.1 Neither this Contract nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other party and CONSULTANT shall not subcontract any portion of the work required by this Contract except as authorized pursuant to Article 10.6. CITY and TOWN shall have the right to terminate this Contract, effective immediately, if there is an assignment, or attempted assignment, transfer, or encumbrance, of this Contract or any right or interest herein by CONSULTANT without CITY's and TOWN's written consent.

10.7.2 CONSULTANT represents that all persons delivering the services required by this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CITY's and TOWN's satisfaction for the agreed compensation.

10.7.3 CONSULTANT shall perform its duties, obligations, and services under this Contract in a skillful and respectable manner. The quality of CONSULTANT's performance and all interim and final product(s) provided to or on behalf of CITY and TOWN shall be comparable to the best local and national standards.

10.8 Indemnification of City and Town

CONSULTANT shall indemnify and hold harmless CITY and TOWN, and their officers and employees, from all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of CONSULTANT, or other persons employed or utilized by CONSULTANT in the performance of this Contract. The provisions of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by Contract Administrator and City Manager and Town Manager, any sums due CONSULTANT under this Contract may be retained by CITY and TOWN until all of CITY's and TOWN's claims for indemnification pursuant to this Contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by CITY or TOWN. Nothing in this Agreement shall be deemed or treated as a waiver by the CITY or TOWN of any immunity or protections to which they are entitled by law, including but not limited to the CITY'S and TOWN'S sovereign immunity as set forth in Section 768.28, Florida Statutes.

10.9 Representative of City, Town and Consultant

10.9.1 The parties recognize that questions in the day-to-day conduct of any Services performed under this Contract will arise. The Contract Administrator, upon CONSULTANT's request, shall advise CONSULTANT in writing of one (1) or more CITY or TOWN employees to whom all communications pertaining to the day-to-day conduct of the Services shall be addressed.

10.9.2 CONSULTANT shall inform the Contract Administrator in writing of CONSULTANT's representative to whom matters involving the conduct of the Services under this Contract shall be addressed.

10.10 All Prior Agreements Superseded

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

10.11 Amendments

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

10.12 Notices

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

FOR CITY:

_____, Contract Administrator

FOR TOWN:

_____, Contract Administrator

AND

_____, City Manager

William "Mac" Serda, Town Manager
1210 Hillsboro Mile
Hillsboro Beach, Florida 33062
Phone: 954-427-4011
Email: mserda@townofhillsborobeach.com

FOR CONSULTANT:

10.13 Truth-In-Negotiation Certificate

Signature of this Contract by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which CITY and TOWN determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Contract.

10.14 Interpretation

The language of this Contract has been agreed to by the parties to express their mutual intent and no rule of strict construction shall be applied against any party hereto. The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract. All personal pronouns used in this Contract shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Contract as a whole and not to any particular sentence, paragraph, or Article where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Contract, such reference is to

the Section or Article as a whole, including all of the subsections of such Article, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

10.15 Consultant's Staff

10.15.1 CONSULTANT will provide the key staff identified in their proposal for Project as long as said key staff are in CONSULTANT's employment.

10.15.2 CONSULTANT shall obtain prior written approval of Contract Administrator to change key staff. CONSULTANT shall provide Contract Administrator with such information as necessary to determine the suitability of proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications.

10.15.3 If Contract Administrator desires to request removal of any of CONSULTANT's staff, Contract Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.

10.16 Independent Contractor: CONSULTANT is an independent contractor under this Contract. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT and any of its subcontractors or agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of CITY or TOWN.

10.17 Third Party Beneficiaries: Neither CONSULTANT nor CITY nor TOWN intend to directly or substantially benefit a third party by this Contract. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a claim against either of them based upon this Contract.

10.18 Conflicts:

10.18.1 Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Contract.

10.18.2 CONSULTANT agrees that none of its officers or employees shall, during the term of this Contract, serve as an expert witness against CITY or TOWN in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY or TOWN or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

10.18.3 In the event CONSULTANT is permitted to utilize subcontractors to perform any services required by this Contract, CONSULTANT agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

10.19 Contingency Fee: CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For a breach or violation of this provision, Board shall have the right to terminate this Contract without liability at its discretion, or to deduct from the Contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

10.20 Materiality and Waiver of Breach

10.20.1 CITY, TOWN and CONSULTANT agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Contract and that each is, therefore, a material term hereof.

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

10.21 Compliance with Laws: CONSULTANT shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Contract.

10.22 Severance: In the event this Contract or a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY and TOWN or CONSULTANT elect to terminate this Contract. The election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

10.23 Joint Preparation: Preparation of this Contract has been a combined effort of CITY, TOWN and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

10.24 Priority of Provisions: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Contract by reference and a term, statement, requirement, or provision of this Contract, the term, statement, requirement, or provision contained in Articles 1 through 10 of this Contract shall prevail and be given effect.

10.25 Law, Jurisdiction, Venue, Waiver of Jury Trial: This Contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Contract shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS CONTRACT, CONSULTANT AND CITY AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT.**

10.26 Incorporation By Reference: The attached Exhibits are incorporated into and made a part of this Contract.

10.27 Re-Use of Work Product:

10.27.1 CITY and TOWN may, at their option, re-use (in whole or in part) the end-product or deliverables resulting from CONSULTANT's professional services (including, but not limited to, drawings, specifications, other documents, and services as described herein and in Exhibit A, Scope of Services); and CONSULTANT agrees to such re-use in accordance with this provision.

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

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

10.30 Notwithstanding anything to the contrary set forth herein, CONTRACTOR shall comply with the following federally required standard provisions, and all applicable federally required standard provisions as set forth in 2 C.F.R. Sec. 200.326. In the event of any conflicts, the provisions of this section shall prevail. A breach of any of the below provisions or any applicable provisions of 2 CFR 200.326 may be grounds for termination of this Agreement, or for debarment of the CONTRACTOR.

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

Clean Air Act

(1) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The CONTRACTOR agrees to report each violation to TOWN and CITY and understands and agrees that the TOWN and CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The CONTRACTOR agrees to report each violation to the TOWN and CITY and understands and agrees that the TOWN and CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

10.30.2. Byrd Anti-Lobbying Amendment. 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

10.30.3 CONTRACTOR shall assist TOWN and CITY in completing any and all forms necessary for reimbursements from state or federal agencies, including but not limited to FEMA, relating to this Agreement. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation and submittal of any and all necessary cost substantiation and preparing replies to any and all agency denial or inquiries.

10.30.4 If reimbursement is denied to TOWN or CITY (individually or collectively the "Non-Reimbursed Party") due to CONTRACTOR's negligence, CONTRACTOR upon notification from FEMA, or any other agency of such denial and upon written demand by the Non-Reimbursed Party, shall reimburse the Non-Reimbursed Party for amounts denied due to CONTRACTOR's negligence. This obligation shall survive the term or termination of this Agreement.

CONSULTANT CONTRACT

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: CITY OF DEERFIELD BEACH through the City Commission signing by and through the Mayor, authorized to execute same by Commission action on the _____ day of _____, 20____, and the TOWN OF HILLSBORO BEACH, through its Town Commission, signing by and through its Mayor, authorized to execute same by Commission action on the _____ day of _____, 20____, and CONSULTANT signing by and through _____, authorized to execute same on the _____ day of _____, 20__.

CITY

Witnesses:

CITY OF DEERFIELD BEACH

BY _____

BILL GANZ, MAYOR

____ day of _____, 2021.

ATTEST:

SAMANTHA GILLYARD, MMC, CITY CLERK

APPROVED AS TO FORM:

ANTHONY SOROKA, CITY ATTORNEY

TOWN

Witnesses:

TOWN OF HILLSBORO BEACH

BY _____
DEBORAH L. TARRANT, MAYOR
____ day of _____, 2021.

ATTEST:

SHERRY D. HENDERSON, CMC, TOWN CLERK

APPROVED AS TO FORM:

DJ DOODY, TOWN ATTORNEY

CONSULTANT

ATTEST:

(Please Type Name of Consultant/Firm)

Secretary

By _____
President/Vice President

(Please Type Name of Secretary)

(Please Type Name of President/Vice President)

CORPORATE SEAL

____ day of _____, 20____.

EXHIBIT "A"
RFQ/CONSULTANT'S RESPONSE/SCOPE OF WORK

1 Executive Summary

February 16, 2021

City of Deerfield Beach
Purchasing and Contract Administration Division
401 SW 4th Street
Deerfield Beach, Florida 33441

Subject: City of Deerfield Beach and Town of Hillsboro Beach, Coastal Engineering Services (Beach Nourishment), RFQ No. 21-15-JW (with Addendum 1)

Dear Selection Committee:

Coastal Protection Engineering LLC (CPE) welcomes this opportunity to submit our credentials to the City of Deerfield Beach (City) and the Town of Hillsboro Beach (Town) with the enclosed response to the Request for Qualifications (RFQ No. 21-15-JW, with Addendum 1) to provide Coastal Engineering Services (Beach Nourishment). CPE was formed in June 2019 by our principals Thomas Campbell, PE, Thomas Pierro PE, D.CE, and Lindino Benedet, PhD, for the direct purpose of serving coastal communities in Florida. Since then, we have grown to 20 staff and service Florida clients from our primary office in Boca Raton.

Our company was established as a forward-thinking coastal engineering firm comprised of industry leading professionals with strong credentials and years of extensive experience and coastal consulting continuity. We are dedicated to bringing a renewed focus on providing local government clients with highly specialized consulting services in support of projects that restore, manage, and protect coastal resources and infrastructure. Our office is located 15 minutes from the project area and is staffed by licensed professionals who have deep local knowledge and wide regional experience throughout Palm Beach and Broward counties. We are also certified by Palm Beach County as a Small Business Enterprise (SBE) specializing in coastal engineering, numerical modeling, environmental studies, biological monitoring, oceanography, marine geology, and GIS, which further affirms our credentials and expertise.

The professional staff of CPE have provided coastal engineering services in the past for both the City and the Town, along with several other east coast Florida clients including Broward County, the City of Delray Beach, the Town of Palm Beach, Palm Beach County, Martin County, and Indian River County on numerous coastal projects. This experience has provided us with a comprehensive understanding of the regional coastal processes, inlet programs, storm impacts, funding opportunities, intergovernmental coordination, and the environment that characterizes Florida's east coast.

Our broader experience extends around the state to the Gulf Coast and Panhandle, which further demonstrates our expertise in all aspects of coastal program management throughout Florida. As seasoned coastal professionals, our multidisciplinary team of engineers and coastal scientists has designed, permitted, administered construction, monitored, and managed coastal projects of all sizes.

CPE's expertise and knowledge of your coastal program is further supported by the relevant experience, depth of resources, and extensive capabilities provided by our subconsultants Moffat & Nichol (M&N), Morgan & Eklund (M&E), CSA Ocean Sciences, Inc. (CSA), Sonographics, Inc. (Sonographics), Panamerican Consultants, Inc. (Panamerican), Amdrill, Inc. (Amdrill), and Athena Technologies, Inc. (Athena).

While CPE staff have been primarily servicing the City in recent years as trusted and valued coastal consultants, the staff of Moffatt & Nichol (M&N) have an equally longstanding and trusted relationship with the Town. M&N is a full-service consulting firm with unique experience and expertise to support the planning, permitting, and engineering services required for beach nourishment projects. Together, CPE and M&N comprise the ideal engineering team to lead the implementation of this unique joint coastal program with a balanced approach to serve the City and Town with complementary expertise.

To further support our engineering team, M&E will provide the topographic, bathymetric, and Erosion Control Line (ECL) surveys required to implement the program. We have also included Amdrill and Athena (a HUBZone-certified small business) to provide geotechnical services, and Sonographics and Panamerican to provide geophysical and cultural resource surveys, if needed, to support any sand search tasks required under this contract. Additionally, CSA will support our marine biologists to conduct biological monitoring and produce permit-required monitoring reports. Collectively, CPE and our selected specialized subconsultants make up **The CPE Team**.

The CPE Team offers all the professional coastal engineering services detailed in the Scope of Services of this RFQ and is ideally structured and credentialed to assist the City and Town jointly and efficiently. We routinely provide all these services as further described in this RFQ, including the following highlights:

- ✓ **Coastal engineering project design and reporting**
- ✓ **State and Federal regulatory permitting**
- ✓ **Construction documents and construction administration**
- ✓ **Physical and biological monitoring, mitigation, and reporting**
- ✓ **Topographic and bathymetric surveying and ECL establishment**
- ✓ **Offshore Sand Search/Geotechnical Investigations.**
- ✓ **State and Federal (U.S. Army Corps of Engineers and FEMA) funding**
- ✓ **Public outreach, community workshops, and board meetings**

The CPE Team's experienced, multidisciplinary technical staff has past and present experience, and are currently working with the City and the Town in multiple capacities. As a result, we have great institutional knowledge of your coastal environment, which will be applied to the upcoming coastal projects for the immediate betterment of the program and further refinement over time. CPE commits to provide the City and the Town access to all members of our team as needed, based on the task at hand and particular expertise required. The primary professionals selected as key staff for this work are all based in South Florida, including:

- **Thomas Pierro, PE, D.CE**, is a registered Professional Engineer in the State of Florida with nearly 20 years of coastal engineering experience. Recognizing the needs and challenges facing the City and the Town on this project, Mr. Pierro has committed to be the Senior Project Manager and Principal Engineer for this contract based on his proven success working with the City and neighboring communities in the past. In addition to solving many other complex coastal management issues around the State, Mr. Pierro has worked directly with City staff for well over a decade and brings a deep understanding of your program coupled with an established reputation with the Marine Advisory Board and City Commission. He is a Board Certified Professional by the American Society of Civil Engineers (ASCE) as an ACOPNE Diplomate of Coastal Engineering and recipient of the distinguished FSBPA Engineering Award for outstanding contributions to coastal engineering in the State of Florida.
- **Thomas Campbell, PE**, is a registered Professional Engineer in the State of Florida with over 43 years of coastal engineering experience. Mr. Campbell is considered a pioneer of beach nourishment and will serve as a key Program Advisor for regional planning, project concepts, and coastal engineering acumen for this contract. As a Principal and founding member of CPE, he brings unparalleled depth of knowledge and experience to the team with a keen technical understanding of the area and will direct engineering development, assist with identifying sand sources, and provide overall QA/QC for The CPE Team.
- **Tara Brenner, PE, PG**, has been selected as Project Manager to support Mr. Pierro in executing the City's task orders, including coordination with our subconsultants. Ms. Brenner holds the unique credential of being both a Professional Engineer and Professional Geologist with more than 12 years of experience in coastal engineering projects, including both federal and non-federal beach programs, truck haul projects, and resiliency studies. She not only brings a unique combination of credentials in engineering and geology, but excels in project management and public speaking, which will be an important asset to this project.
- **Lindino Benedet, PhD**, is a coastal scientist specializing in numerical modeling with nearly two decades of professional experience. Dr. Benedet was the first coastal scientist to utilize the advanced numerical model Delft3D to support the evaluation and design of coastal projects in the State of Florida and has participated in dozens of numerical modeling studies globally with his unique qualifications.
- **Stacy Buck, MS**, is a Senior Marine Biologist that specializes in projects on the east coast of Florida and has extensive experience conducting biological monitoring, with over 750 scientific dives in Broward County alone. She has facilitated permitting, including development of biological monitoring plans, for numerous coastal construction projects, including the mooring buoys off Deerfield Beach. Her proposed role in this contract will include environmental permitting, regulatory coordination, NEPA compliance, and biological monitoring.
- **Quin Robertson, PhD, GISP**, focuses on using conventional survey and remote sensing data to quantify change in coastal morphology and develop products using geographic information systems (GIS) for coastal analyses. Dr. Robertson specializes in working with multiple topographic and bathymetric data sets to create seamless digital elevation models (DEMs) that are critical for

accurate geomorphic change analysis and serve as the basis for scientific conclusions. He will lead tasks involving surveying, mapping, CAD, and GIS services for this contract.

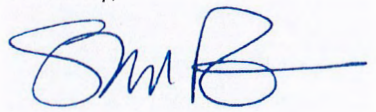
- **Tim Blankenship, P.E.**, is a registered Professional Engineer in the State of Florida with 28 years of coastal engineering experience, specializing in beach nourishment, shoreline stabilization, numerical modeling, and mitigation design. Mr. Blankenship has been involved with permitting for the Town's coastal program for over 20 years, including time in previous employment. As Senior Coastal Engineer at M&N, he has managed the regulatory permitting and coastal engineering design for the Town's coastal program since 2016. Mr. Blankenship's knowledge of the Town's coastal program will benefit our team through his technical engineering review, permitting support, and management of physical monitoring reports under this contract.
- **Jackie Brower, PE, PhD**, is an experienced coastal engineer and research scientist with M&N, specializing in beach nourishment, coastal resiliency, water resources, and urban waterfront development. As a coastal engineer on the Town of Hillsboro Beach's waterfront and coastal program, Dr. Brower's experience designing, permitting, and administering construction for the Town's projects over the past 7 years will bring a distinct advantage to our team.

We are excited for the opportunity to demonstrate our dedication to the mutual needs of the City and the Town, for which we commit to serving with utmost responsibility, attention, and technical excellence. CPE commits to perform the work in accordance with the terms of the response being submitted and is willing to meet the City and the Town's location, budget, and task order requirements.

We are confident that our demonstrated experience and enclosed credentials will provide you with the assurance that The CPE Team can successfully provide requested professional consulting services under this contract with a high level of responsiveness and expertise. CPE's response is respectfully submitted subject to mutually agreeable contract terms and conditions.

If you have any questions pertaining to our submittal, please feel free to contact me directly. We are looking forward to the opportunity to work with the City of Deerfield Beach and the Town of Hillsboro Beach on this project.

Sincerely,



Thomas P. Pierro, PE, D.CE
Principal Engineer
Coastal Protection Engineering LLC
5301 N. Federal Hwy, Suite 335
Boca Raton, FL 33487

Mobile: 561-756-2535

Email: tpierro@coastalprotectioneng.com

EXHIBIT "B"
HOURLY RATE SCHEDULE



COASTAL PROTECTION ENGINEERING
5301 N. FEDERAL HWY, SUITE 335 BOCA
RATON, FL 33487
561-565-5100

Rate Schedule for RFQ 21-15-JW
Coastal Protection Engineering LLC
March 2021

I. Labor Rates

Labor Classification

Principal Engineer	\$256.00
Principal Coastal Scientist	\$256.00
Program Manager	\$180.00
Project Manager	\$166.00
Senior Coastal Engineer	\$166.00
Senior Marine Geologist	\$166.00
Senior Coastal Scientist	\$163.00
Senior Marine Biologist	\$152.00
Coastal Engineer	\$125.00
Coastal Modeler	\$110.00
Junior Coastal Engineer	\$100.00
Junior Coastal Scientist	\$95.00
CAD / GIS Operator	\$90.00
Engineering Intern / Technician	\$72.00

II. Reimbursable Costs*

Cost Classification

Mileage	\$0.575 / mile
SCUBA Diving	\$60 / diver / day
Equipment	Per Purchase Order
Direct Costs	Per Purchase Order
Sub-Consultants	10% of Cost

**Subject to terms and conditions of Contract and applicable Work Authorization and the following specific exclusions:*

- 1. Travel costs within Broward County to project sites and client offices.*
- 2. Incidental costs for set-up and hosting of conference call or virtual meetings.*
- 3. Miscellaneous contract administration costs such as task order development and negotiations.*

NEGOTIATED RATES HEREON ARE SOLELY APPLICABLE TO THE REFERENCED CONTRACT AND ARE NOT TO BE USED FOR ANY OTHER PURPOSE.

Rate Category	Standard Rate	Adjustment	Negotiated Rate	% Difference
Principal Engineer	\$285.00	-\$29.00	\$256.00	-10.2%
Principal Coastal Scientist	\$285.00	-\$29.00	\$256.00	-10.2%
Program Manager	\$200.00	-\$20.00	\$180.00	-10.0%
Project Manager	\$184.00	-\$18.00	\$166.00	-9.8%
Senior Coastal Engineer	\$184.00	-\$18.00	\$166.00	-9.8%
Senior Marine Geologist	\$184.00	-\$18.00	\$166.00	-9.8%
Senior Coastal Scientist	\$181.00	-\$18.00	\$163.00	-9.9%
Senior Marine Biologist	\$159.00	-\$7.00	\$152.00	-4.4%
Coastal Engineer	\$130.00	-\$5.00	\$125.00	-3.8%
Coastal Modeler	\$115.00	-\$5.00	\$110.00	-4.3%
Junior Coastal Engineer	\$105.00	-\$5.00	\$100.00	-4.8%
Jr. Coastal Scientist	\$100.00	-\$5.00	\$95.00	-5.0%
CAD/GIS Operator	\$95.00	-\$5.00	\$90.00	-5.3%
Engineering Intern / Tech	\$75.00	-\$3.00	\$72.00	-4.0%

EXHIBIT "C"
SCHEDULE OF SUBCONSULTANT PARTICIPATION

No.	Firm Name	Discipline(s)
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WORK AUTHORIZATION

BETWEEN

**THE CITY OF DEERFIELD BEACH,
THE TOWN OF HILLSBORO BEACH**

AND

COASTAL PROTECTION ENGINEERING, LLC

FOR PHASE I SERVICES

This Work Authorization (the "Work Authorization") is entered into this ____ day of _____, 2021, by and between City of Deerfield Beach, Florida, with its principal business address located at 150 NE 2nd Avenue, Deerfield Beach, FL 33441, hereinafter referred to as "City", the Town of Hillsboro Beach, Florida, with its principal business address located 1210 Hillsboro Mile, Hillsboro Beach, FL 33062, hereinafter referred to as "Town",

AND

Coastal Protection Engineering, LLC, a Florida limited liability company with its business address located at 5301 N. Federal Highway, Suite 335, Boca Raton, FL 33487, hereinafter referred to as "Consultant".

WHEREAS, Consultant is a pre-qualified Consultant of the City and Town pursuant to RFQ No. 21-15-JW and the Continuing Contract between the City, Town and Consultant, dated _____ (the "Continuing Contract"); and

WHEREAS, the City, the Town and the Consultant desire to enter into this Work Authorization to provide for the Consultant to perform certain professional services in accordance with the terms and conditions of the Continuing Contract and this Work Authorization.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants, hereinafter set forth, City, Town and Consultant agree as follows:

SECTION 1 **SCOPE OF SERVICES**

1. Consultant agrees to perform certain professional services for the City and Town, as specifically described in the scope of services attached as Exhibit "A" to this Work Authorization, which by this reference is incorporated into this Work Authorization in its entirety, (the "Services") during the Term and within the timeline provided for in this Work Authorization.

SECTION 2
COMPENSATION

2. In consideration for the Services to be performed by Consultant, the City and Town agree to pay Consultant in an amount not-to-exceed **\$200,000** as further detailed in Exhibit "A". Compensation due to the Consultant shall be invoiced and payable as provided in the Consultant Contract. In the event of City's and Town's termination of this Work Authorization prior to the end of the Work Authorization Term pursuant to Section 4, City and Town shall pay Consultant on a pro-rata basis for the Services performed by Consultant prior to the City's and Town's termination of this Work Authorization.

SECTION 3
TERM OF WORK AUTHORIZATION

3. The term of this Work Authorization shall commence upon the date of execution hereof and shall remain in effect for _____ (the "Term"), unless terminated earlier pursuant to Section 4 of this Work Authorization. The City and Town retain the option to renew this Work Authorization for _____ additional one-year renewal period(s) upon thirty days' prior written notice to Consultant.

SECTION 4
TERMINATION OF WORK AUTHORIZATION

4. City and Town may terminate this Work Authorization for convenience by giving the Consultant thirty (30) days advance written notice. The termination of this Work Authorization shall not relieve any party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Work Authorization.

SECTION 5
CONTINUING CONTRACT TERMS AND CONDITIONS

5. The Services to be provided by Consultant pursuant to this Work Authorization shall comply with all of the terms and conditions set forth in the Continuing Contract between City, Town and Consultant, which by this reference is incorporated into this Work Authorization in its entirety. In the event there is a conflict between the terms of this Work Authorization and the Continuing Contract, the terms of the Continuing Contract shall prevail.

SECTION 6
INDEPENDENT CONSULTANT

6. Consultant is an independent Consultant under this Work Authorization. Services provided by Consultant shall be by employees of Consultant and subject to supervision by Consultant, and not as officers, employees or agents of the City or Town. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Work Authorization shall be the sole responsibility of Consultant. Consultant shall have no rights under the City's and Town's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 7
INDEMNIFICATION / HOLD HARMLESS CLAUSE

7. In Consultant's performance of Services under this Work Authorization, Consultant shall indemnify, defend and hold harmless the City and Town, and the respective officers, employees, agents and instrumentalities, to the full extent provided for in the Continuing Contract.

SECTION 8
INSURANCE AND BONDING

- 8.1 Consultant shall procure and maintain insurance in accordance with the insurance requirements set forth in the Continuing Contract.
- 8.2 This Work Authorization shall not be deemed approved until the Consultant has obtained all insurance required under the Continuing Contract and has supplied the City and Town with evidence of such coverage in the form of a Certificate of Insurance and endorsement.

SECTION 9
NON-APPROPRIATION OF FUNDS

9. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Work Authorization, then the City and Town, upon written notice to Consultant of such occurrence, shall have the unqualified right to terminate this Work Authorization without any penalty or expense to the City and Town.

SECTION 10
MISCELLANEOUS

10. Consultant shall, without additional expense to the City or Town, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all

applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

SECTION 11 **AUDIT AND INSPECTION RIGHTS**

- 11.1 The City and Town may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by Consultant under this Work Authorization, audit, or cause to be audited, those books and records of Consultant that are related to Consultant's performance under this Work Authorization. Consultant agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Work Authorization.
- 11.2 The City and Town may, at reasonable times during the term hereof, perform such inspections, as the City and Town deems reasonably necessary, to determine whether the services required to be provided by Consultant under this Work Authorization conform to the terms of this Work Authorization and the Continuing Contract. Consultant shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's and Town's representatives.

SECTION 12 **AMENDMENTS AND ASSIGNMENT**

- 12.1 This Work Authorization together with the Continuing Contract constitutes the entire agreement between Consultant, City and Town and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Work Authorization supersede any and all previous agreements, promises, negotiations or representations, except as otherwise provided in Section 5. Any other agreements, promises, negotiations or representations not expressly set forth in this Work Authorization are of no force and effect.
- 12.2 No modification, amendment or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Work Authorization.
- 12.3 Consultant shall not transfer or assign the performance of Services called for in the Work Authorization without the prior written consent of the City and Town, which may be withheld or conditioned in the City's and Town's sole discretion.

SECTION 13 **NOTICES**

13. Whenever either party desires to give notice to the other, it must be given by written notice in accordance with the requirements of Article ____ of the Continuing Contract.

SECTION 14
GOVERNING LAW AND VENUE

14. This Work Authorization shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue for any action arising out of, or relating to this Work Authorization shall be in Broward County, Florida.

SECTION 15
HEADINGS, CONFLICT OF PROVISIONS,
WAIVER OR BREACH OF PROVISIONS

15. Headings are for convenience of reference only and shall not be considered in any interpretation of this Work Authorization. In the event of conflict between the terms of this Work Authorization and any terms or conditions contained in any attached documents, the terms in this Work Authorization shall prevail. No waiver or breach of any provision of this Work Authorization shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 16
NON-DISCRIMINATION

16. Consultant represents and warrants to the City and the Town that Consultant does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Consultant's performance under this Work Authorization on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services. Consultant further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Work Authorization.

SECTION 17
PUBLIC RECORDS

17. Consultant understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City and Town contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and Town and the public to all documents subject to disclosure under applicable law. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Work Authorization by the City and Town.

SECTION 18
SEVERABILITY

18. If any provision of this Work Authorization or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Work Authorization, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 19
SURVIVAL

19. All representations and other relevant provisions herein shall survive and thereby continue in full force and effect, upon termination of this Work Authorization.

SECTION 20
JOINT PREPARATION

20. The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, including the Continuing Contract, and that the preparation of this Work Authorization has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

**WORK AUTHORIZATION BETWEEN THE CITY OF DEERFIELD BEACH, THE
TOWN OF HILLSBORO BEACH AND _____ FOR
PROFESSIONAL SERVICES**

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Authorization on the respective dates under each signature.

CITY

CITY OF DEERFIELD BEACH

By:_____

This ____ day of _____, 2021.

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Deerfield Beach only:

Anthony Soroka, City Attorney

TOWN

THE TOWN OF HILLSBORO BEACH

By:_____

This ____ day of _____, 2021.

Approved as to form and legal sufficiency
for the use of and reliance by the Town of
Hillsboro Beach only:

Donald J. Doody, Town Attorney

CONSULTANT

_____, a Florida
corporation

By: _____

Name: _____

Title: _____

This ____ day of _____, 2021.

EXHIBIT A
SCOPE OF SERVICES

Coastal Protection Engineering (CPE)
Interim Scope of Work

The scope of services offered by CPE in the RFQ response has been organized in a programmatic fashion that aligns with the Settlement Agreement. Program objectives, goals, and priorities have been formulated into a short-term, mid-term, and long-term approach, which has been discussed collectively by CPE and City/Town staff as summarized conceptually below. The requested funding is needed to commence work on the following elements:

- Coordination with the City of Boca Raton and the FDEP inlet management staff to seek consensus and codify support.
- Hold pre-application meetings with state and federal agencies to identify the most efficient path to regulatory approval.
- Evaluate the options for transport of inlet sand and identify any outlying issues (upland property, logistics, regulatory, etc.) that need to be vetted and addressed.
- Move forward with engineering design and permitting work for development of construction plans and specifications to implement the joint renourishment project.

Simultaneously, CPE is prepared to assist the City and Town with continued planning for a regional approach to implementing the Settlement Agreement with review of additional potential sand sources, development of supporting coastal engineering assessments, collection of beach and bathymetry surveys, evaluation of environmental requirements, and seeking external funding opportunities.

Specific scopes of work and fee proposals will be negotiated on a task order basis up to the limit of funding approved by the respective Commissions.

Rate Category	Standard Rate	Adjustment	Negotiated Rate	% Difference
Principal Engineer	\$285.00	-\$29.00	\$256.00	-10.2%
Principal Coastal Scientist	\$285.00	-\$29.00	\$256.00	-10.2%
Program Manager	\$200.00	-\$20.00	\$180.00	-10.0%
Project Manager	\$184.00	-\$18.00	\$166.00	-9.8%
Senior Coastal Engineer	\$184.00	-\$18.00	\$166.00	-9.8%
Senior Marine Geologist	\$184.00	-\$18.00	\$166.00	-9.8%
Senior Coastal Scientist	\$181.00	-\$18.00	\$163.00	-9.9%
Senior Marine Biologist	\$159.00	-\$7.00	\$152.00	-4.4%
Coastal Engineer	\$130.00	-\$5.00	\$125.00	-3.8%
Coastal Modeler	\$115.00	-\$5.00	\$110.00	-4.3%
Junior Coastal Engineer	\$105.00	-\$5.00	\$100.00	-4.8%
Jr. Coastal Scientist	\$100.00	-\$5.00	\$95.00	-5.0%
CAD/GIS Operator	\$95.00	-\$5.00	\$90.00	-5.3%
Engineering Intern / Tech	\$75.00	-\$3.00	\$72.00	-4.0%



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. 2021-23

A Resolution of the Town Commission Waiving Competitive Procurement and Approving the Use of \$50,802.00 of Federal Forfeiture Funds for the Purchase of Two (2) Outboard Motors for the Police Boat From MBS of South Florida, Inc.

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

Agenda Date: April 6, 2021

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:

1. Cover Memo - MBS of South Florida
2. RESOLUTION



1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

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

Agenda Item Cover Memo

Agenda Item: Waiver of Bid and Forfeiture request for purchase of boat engines

Submitting Dept: Police Chief

Agenda Date: April 2, 2021

1. BACKGROUND / HISTORY

Our current boat is operating on two Evinrude engines with over 2,000 engine hours on each engine. We have had repeated major complications with these engines since my arrival. Earlier this month, the engines failed causing us to pull the boat from operational service, resulting in no marine patrol on either the Intracoastal Waterway or the beach.

2. CURRENT ACTIVITY

Due to the pandemic, the current purchase of an engine is difficult to obtain without waiting an extended period of time. Yamahas have a nine month or longer wait period and Mercury engines have an 8 to 12 week wait. Demand is very high with vessel engines thus dealerships do not have the supply like they used. We contacted nine local Mercury/Yamaha dealers in the area and were able to locate one dealer who had what we required (Mercury 225 V6 engines). They were able to give us a 15% discount, lower their labor rate and prioritized us to pickup the boat in 30 minutes and install the engines in 48 hours so we could be operational in three days.

Due to the emergency needs of the boat for marine patrol, an emergency purchase was approved by the Town Manager and a waiver authorized for Modern Boat Service of South Florida (MBS).

3. FINANCIAL IMPACT

The cost of this purchase was \$50,802. This includes installation fee of \$2,700 dollars. The state contract pricing with Yamaha of Central Florida for similar Mercury engines (which were unavailable for months) was \$41,005.02, without installation.

The use of \$50,802 from forfeiture funds is requested as well as a waiver of bid for MBS of South Florida for the purchase of two engines for the police boat. The current balance in forfeiture funds is \$84,183.

4. RECOMMENDATION

It is recommended that the Commission approve the use of \$50,802 in forfeiture funds and the waiver of bid for MBS of South Florida.

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WHEREAS, the Town Commission deems it to be in the best interests of the Town to waive competitive procurement and approving the use of \$50,802.00 of Federal Forfeiture Funds for the purchase of two (2) outboard motors for the Police Boat from MBS of South Florida, Inc.;

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

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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9 **ATTEST:**

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12 _____
13 Sherry D. Henderson, CMC

13 Town Clerk

TOWN OF HILLSBORO BEACH, FLORIDA

Deborah L. Tarrant, Mayor

RESOLUTION NO. 2021-23

RECORD OF TOWN COMMISSION VOTE:

	<u>YES</u>	<u>NO</u>
MAYOR DEBORAH I. TARRANT	☐	☐
VICE MAYOR IRENE KIRDAHY	☐	☐
COMMISSIONER VICKY FEAMAN	☐	☐
COMMISSIONER BARBARA BALDASARRE	☐	☐
COMMISSIONER ANDREW BROWN	☐	☐



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: Resolution No. 2021-24

A Resolution of the Town Commission approving the 1st Addendum (Federal Provisions) to the Rio-Bak Corp Construction Contract Agreement, dated February 6, 2020.

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

Agenda Date: April 6, 2021

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

- ATTACHMENTS:**
1. Cover Memo
 2. RESOLUTION
 3. Rio-Bak Corp- 1st Addendum (3-12-2020)



1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

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

Agenda Item Cover Memo

Agenda Item: Consultant Agreement Amendment to Comply with Federal Contract Standards (FEMA)

Submitting Dept: Town Manager

Agenda Date: April 24, 2021

1. BACKGROUND / HISTORY

FEMA requires contracts with outside consultants to have provisions indicating the contractor agrees to comply with three federal regulations:

- Byrd Anti Lobbying Amendment, prohibits the use of federal funds to be used to lobby federal agencies
- Clean Air Act, requiring contractors to report violations, and adhere to the standards and regulatory authority of the regional EPA office.
- Federal Water Pollution Control Act, requiring contractors to adhere to the standards of the ACT and report violations to FEMA and EPA Regional Office.

FEMA reimbursements require the Town to have these provisions included in our contracts with companies providing services totaling in excess of \$150,000.

2. CURRENT ACTIVITY

The required contract amendments have been created by the Town Attorney, and executed by the two organizations, Moffatt & Nichol and Rio Bak Corporation.

3. FINANCIAL IMPACT

Approval of the resolution and contract amendments provides for the Town to continue to receive reimbursements for ongoing beach monitoring and tilling following the 2020 beach nourishment.

4. RECOMMENDATION

Approval of the resolution and contract amendment is recommended.

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

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9 **ATTEST:**

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14 _____
Sherry D. Henderson, CMC Town Clerk

TOWN OF HILLSBORO BEACH, FLORIDA

Deborah L. Tarrant, Mayor

RESOLUTION NO. 2021-24

RECORD OF TOWN COMMISSION VOTE:

	<u>YES</u>	<u>NO</u>
MAYOR DEBORAH L. TARRANT	☐	☐
VICE MAYOR IRENE KIRDAHY	☐	☐
COMMISSIONER VICKY FEAMAN	☐	☐
COMMISSIONER BARBARA BALDASARRE	☐	☐
COMMISSIONER ANDREW BROWN	☐	☐

FIRST ADDENDUM TO AGREEMENT

THIS ADDENDUM, made this ____ day of _____, 2021, *nunc pro tunc* to February 6, 2020,
by and between:

THE TOWN OF HILLSBORO BEACH, FLORIDA, a municipal corporation organized
and existing under the laws of the State of Florida, hereinafter referred to as
"TOWN"

and

RIO-BAK, CORPORATION, a corporation authorized to do business in the State of
Florida, hereinafter referred to as "CONTRACTOR"

WHEREAS, the TOWN and the CONTRACTOR entered into an Agreement effective
February 6, 2020 for Construction; and

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is
agreed by and between the TOWN and CONTRACTOR as follows:

The CONTRACTOR and any and all of its subcontractors, shall comply with 2 CFR 200.326
and 2 CFR Part 200 Appendix II. A breach of any of the below provisions or any applicable
provisions of 2 CFR 200.326 may be grounds for termination of this Agreement, or for
debarment of the CONTRACTOR.

1. CONTRACTOR shall assist TOWN in completing any and all forms necessary for
reimbursements from state or federal agencies, including but not limited to FEMA,
relating to this Agreement. This may include, but is not limited to, the timely completion
and submittal of reimbursement requests, preparation and submittal of any and all
necessary cost substantiation and preparing replies to any and all agency denial or
inquiries.
2. If reimbursement is denied to TOWN due to CONTRACTOR's negligence,
CONTRACTOR upon notification from FEMA, or any other agency of such denial and
upon written demand by the TOWN, shall reimburse TOWN for amounts denied due to
CONTRACTOR's negligence. This obligation shall survive the term or termination of
this Agreement.
3. Notwithstanding anything to the contrary set forth herein, CONTRACTOR shall comply
with the following federally required standard provisions, as set forth in 2 C.F.R. Sec.
200.326. In the event of any conflicts, the provisions of this section shall prevail.

3.1 Clean Air Act: Pursuant to 42 U.S.C. 7401- 7671q. and the Federal Water Pollution
Control Act (33 U.S.C. 1251- 1387), as amended CONTRACTOR agrees to comply
with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33

U.S.C. 1251- 1387). TOWN will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Clean Air Act

- (1) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The CONTRACTOR agrees to report each violation to TOWN and understands and agrees that the TOWN will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The CONTRACTOR agrees to report each violation to the TOWN and understands and agrees that the TOWN will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

3.2. Byrd Anti-Lobbying Amendment. 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

TOWN

ATTEST:

SHERRY D. HENDERSON
TOWN CLERK

BY: _____
DEBORAH TARRANT
MAYOR

APPROVED AS TO FORM:

TOWN ATTORNEY

CONTRACTOR

Rio-Bak Corporation

BY: [Signature]
Print Name: Thomson T King Jr
Title: Vice President



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. 2021-25

A Resolution of the Town Commission approving the 1st Addendum (Federal Provisions) to the Moffatt & Nichol Professional Services Agreement, dated October 1, 2019.

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

Agenda Date: April 6, 2021

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

- ATTACHMENTS:**
1. Cover Memo
 2. RESOLUTION
 3. Moffatt & Nichol - Addendum #1 (Federal Provisions)



1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

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

Agenda Item Cover Memo

Agenda Item: Consultant Agreement Amendment to Comply with Federal Contract Standards (FEMA)

Submitting Dept: Town Manager

Agenda Date: April 24, 2021

1. BACKGROUND / HISTORY

FEMA requires contracts with outside consultants to have provisions indicating the contractor agrees to comply with three federal regulations:

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FEMA reimbursements require the Town to have these provisions included in our contracts with companies providing services totaling in excess of \$150,000.

2. CURRENT ACTIVITY

The required contract amendments have been created by the Town Attorney, and executed by the two organizations, Moffatt & Nichol and Rio Bak Corporation.

3. FINANCIAL IMPACT

Approval of the resolution and contract amendments provides for the Town to continue to receive reimbursements for ongoing beach monitoring and tilling following the 2020 beach nourishment.

4. RECOMMENDATION

Approval of the resolution and contract amendment is recommended.

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

TOWN OF HILLSBORO BEACH, FLORIDA

Deborah L. Tarrant, Mayor

ATTEST:

Sherry D. Henderson, CMC Town Clerk

RESOLUTION NO. 2021-25
RECORD OF TOWN COMMISSION VOTE:

	<u>YES</u>	<u>NO</u>
MAYOR DEBORAH I. TARRANT	☐	☐
VICE MAYOR IRENE KIRDAHY	☐	☐
COMMISSIONER VICKY FEAMAN	☐	☐
COMMISSIONER BARBARA BALDASARRE	☐	☐
COMMISSIONER ANDREW BROWN	☐	☐

FIRST ADDENDUM TO AGREEMENT

THIS ADDENDUM, made this ____ day of _____, 2021, *nunc pro tunc* to October 1, 2019,
by and between:

THE TOWN OF HILLSBORO BEACH, FLORIDA, a municipal corporation organized
and existing under the laws of the State of Florida, hereinafter referred to as
"TOWN"

and

MOFFATT & NICHOL, INC., a corporation authorized to do business in the State of
Florida, hereinafter referred to as "CONTRACTOR"

WHEREAS, the TOWN and the CONTRACTOR entered into a Professional Services
Agreement dated October 1, 2019; and

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is
agreed by and between the TOWN and CONTRACTOR as follows:

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2. If reimbursement is denied to TOWN due to CONTRACTOR's negligence, CONTRACTOR upon notification from FEMA, or any other agency of such denial and upon written demand by the TOWN, shall reimburse TOWN for amounts denied due to CONTRACTOR's negligence. This obligation shall survive the term or termination of this Agreement.
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3.1. Byrd Anti-Lobbying Amendment. 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of

a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

TOWN

ATTEST:

SHERRY D. HENDERSON
TOWN CLERK

BY: _____
DEBORAH TARRANT
MAYOR

APPROVED AS TO FORM:

TOWN ATTORNEY

CONTRACTOR

BY: _____
Print Name: _____
Title: _____



Akerman LLP
Post Office Box 4906
Orlando, FL 32802
Tel: 407.254.2305
Fax: 407.254.3408

Remittance Copy

Invoice Date
Invoice No.

April 06, 2020
9552570

TOWN OF HILLSBORO BEACH, FLORIDA
C/O D.J. DOODY, ESQUIRE
GOREN, CHEROF, DOODY & EZRO, P.A.
3099 E. COMMERCIAL BLVD.
FORT LAUDERDALE, FL 33308

Client Name: **TOWN OF HILLSBORO BEACH, FLORIDA**
Matter Name: **CITY OF DEERFIELD BEACH, FLORIDA**
Matter Number: **0312732**

For professional services rendered through March 31, 2020 as summarized below:

Services	\$60,807.00
Disbursements	<u>\$1,654.99</u>
TOTAL THIS INVOICE	\$62,461.99

PREVIOUS BALANCE	48,794.75
(Includes payments received through 04/06/20)	
TOTAL AMOUNT DUE	<u>\$111,256.74</u>

*To ensure proper credit to the above account, please indicate invoice no. 9552570
Return remittance sheet with payment in US funds.*

Wired funds accepted:
Akerman LLP Operating Account
c/o SunTrust Bank, Atlanta, GA
ABA Number: 061000104
Account Number: 0215-252207533
Swift code SNTRUS3A (For International Wires Only)
IRS EIN 59-3117860



Akerman LLP
Post Office Box 4906
Orlando, FL 32802
Tel: 407.254.2305
Fax: 407.254.3408

Invoice Date April 06, 2020
Invoice No. 9552570

TOWN OF HILLSBORO BEACH, FLORIDA
C/O D.J. DOODY, ESQUIRE
GOREN, CHEROF, DOODY & EZRO, P.A.
3099 E. COMMERCIAL BLVD.
FORT LAUDERDALE, FL 33308

Client Name: **TOWN OF HILLSBORO BEACH, FLORIDA**
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Return remittance sheet with payment in US funds.*

Wired funds accepted:
Akerman LLP Operating Account
c/o SunTrust Bank, Atlanta, GA
ABA Number: 061000104
Account Number: 0215-252207533
Swift code SNTRUS3A (For International Wires Only)
IRS EIN 59-3117860

074723	TOWN OF HILLSBORO BEACH, FLORIDA	As of	March 31, 2020
0312732	CITY OF DEERFIELD BEACH, FLORIDA	Invoice Number	9552570

<u>Date</u>	<u>Services</u>	<u>Initials</u>	<u>Hours</u>	<u>Value</u>
2-Mar-20	Telephone with Commissioners re: additional counsel issue and related matters; continue with Davees expert deposition to prepare for trial, telephone with City attorney, begin reviewing issues that we understand that additional counsel is raising.	CAL	3.50	1,750.00
2-Mar-20	Retrieval of amended complaint and preparation of amended complaint for attorney review	J H	0.20	50.00
3-Mar-20	Numerous telephone conferences re: nature and scope of additional counsel and request for shade; begin review of issues for which counsel and Mayor want additional responses; review and identify same; review of second set of interrogatories, requests for admission and requests to produce from Deerfield re: strategy and response issues. Telephone with R. Sweetapple and with other members of the team.	CAL	4.50	2,250.00
4-Mar-20	Prepare for and participate in telephone conferences with new counsel and with City attorney (and separately); pull key documents, follow up on questions raised and communications with commissioners. Outline questions and work on responses to facilitate additional counsel. Review shade transcripts to identify any potential questions to prepare for requested shade meeting. Email and telephone with experts regarding status and re: preparation.	CAL	5.20	2,600.00
5-Mar-20	Review 1.310 b 6 as compared with trial evidence with new counsel and pull and review the research on the same for further discussion; telephone conferences with the team and individual members; continued preparation for Shade meeting and response to inquiry from new counsel.	CAL	3.40	1,700.00
5-Mar-20	Conference with Cindy A. Laquidara regarding preparation for shade meeting	J H	0.20	50.00
5-Mar-20	Preparation of materials for shade meeting	J H	1.70	425.00
6-Mar-20	Continued preparation for Shade meeting given questions raised in team discussions; communications with team re: same; review procedural issue re: administrative matters and timing. Telephone with counsel. Courtesy reduction to 5.0	CAL	5.00	2,500.00
7-Mar-20	Telephone with R. Sweetapple regarding upcoming shade meeting. Reviewing documents for the Shade meeting relating to the ECL. Communications with co-counsel.	CAL	3.30	1,650.00
9-Mar-20	Travel to (billed at 1/2 time), preparations for, and attendance at Shade meeting to provide counsel; follow up on same.	CAL	9.00	4,500.00

074723	TOWN OF HILLSBORO BEACH, FLORIDA	As of	March 31, 2020
0312732	CITY OF DEERFIELD BEACH, FLORIDA	Invoice Number	9552570

<u>Date</u>	<u>Services</u>	<u>Initials</u>	<u>Hours</u>	<u>Value</u>
10-Mar-20	Travel back from Hillsboro Beach (billed at 1/2 time); telephone with R. Sweetapple; gather documents for transmission; review Hillsboro Inlet District and Port de Mer issues.	CAL	5.00	2,500.00
11-Mar-20	Telephone with co counsel; prepare briefing materials; follow up on suggestions for mediation issues; review letter from J. Cole and pull responses; review permitting issues. Communications re: team for approaching FDEP and elected officials. Review and respond to communications from team.	CAL	4.40	2,200.00
11-Mar-20	Analyze Florida law regarding an inlet limiting the placement of sand, research Florida charters regarding same; multiple correspondence regarding same.	WCH	0.90	297.00
12-Mar-20	Emails, telephone conferences, and drafting to bring team up to speed and to prepare for further proceedings in mediation. Reviewing Hillsboro Inlet and Boca Inlet management plan and groin history; continuing responses on 1.310(b)6.	CAL	5.10	2,550.00
13-Mar-20	Continued work on the 1.310(b)6 raised by J. Cole for response during following week; review federal and state case law for same. Telephone conferences with co-counsel and review demands to Deerfield Beach; continued efforts re: inlets and re: Greskci deposition.	CAL	4.40	2,200.00
13-Mar-20	Preparation of discovery requests for review and annotation	J H	0.40	100.00
16-Mar-20	Additional preparations for call with co-counsel and potential expert/mediator being suggested by Mayor; telephone conference re: same and re: preparations for the persons who will speak with FDEP. Courtesy reduction to 4.0.	CAL	4.00	2,000.00
16-Mar-20	Correspondence regarding Rule 1.310(b)6 issues at deposition.	WCH	0.10	33.00
17-Mar-20	Continued work on response to 1.310(b)6 objection and request for second deposition; collect summary of evidence to the contrary in anticipation of motion to compel. Communications with R. Sweetapple and with team on issues relating to the inlets and strategy for mediation.	CAL	2.50	1,250.00
17-Mar-20	Preparation of response to City of Deerfield Beach's Second Request for Admissions and Petitioner's Response to Second Set of Interrogatories	J H	1.80	450.00
18-Mar-20	Continued detail review of Gresik and Serda depositions for admission, disputes, compliance with Rule 1.310 and related matters.	CAL	7.20	3,600.00
18-Mar-20	Review and prepare title search request for Harper easement deed.	RFD	0.50	110.00

074723	TOWN OF HILLSBORO BEACH, FLORIDA	As of	March 31, 2020
0312732	CITY OF DEERFIELD BEACH, FLORIDA	Invoice Number	9552570

<u>Date</u>	<u>Services</u>	<u>Initials</u>	<u>Hours</u>	<u>Value</u>
18-Mar-20	Correspondence regarding 30(b)(6) and state law for deposition dispute.	WCH	0.10	33.00
19-Mar-20	Culling through Gresik Deposition (continued) for two purposes: defense of anticipated 1.310 motion and evidentiary admissions for use in negotiations during mediation. Communications regarding role of additional expert with counsel and timing of such introduction; additional work on mediation issues.	CAL	4.50	2,250.00
19-Mar-20	Analyze Florida law regarding Rule 1.310(b)(6) and the similarities to 30(b)(6); analyze whether Florida courts simply look to see how federal courts deal with any corporate representative deposition issues under 30(b)(6); prepare argument that a corporate representative does not have to be "perfect" during a deposition.	WCH	2.10	693.00
20-Mar-20	More communications on Moffat & Nichol; telephone with T. Perry re: additional input from another expert; continue with efforts on C. Grescik corporate representative deposition and on the response to J. Cole re: questions 1 and 2. (4.2 - continuing)	CAL	4.20	2,100.00
20-Mar-20	Telephone with R. Sweetapple and with J. Goldstein re: mediator issues and meeting with all lawyers prior to mediation. Total for day 4.7; no charge for logistics of course.	CAL	0.50	250.00
23-Mar-20	Telephone with D. Doody and with co-counsel re: process forward; review and outline opposition to latest discovery maneuver from opposing counsel; update case law re: same. Highlight issues re: admissions in transcript for discussion with new co-counsel. Courtesy reduction to 4.0 due to inefficiencies. Complete letter to J. Cole re: his objections.	CAL	4.00	2,000.00
24-Mar-20	Prepare for with procedural summary and outline telephone conference with counsel team (W. Sweetapple; J. Goldstein; T. Perry) for Hillsboro Beach and follow up on requested information; additional discovery issues also re: process with opposing counsel; telephone with D. Doody re: process issues; mediation, all-counsel meeting and team members.	CAL	3.50	1,750.00
25-Mar-20	Reviewing and detailing the testimony regarding the 2 points raised by opposing counsel in the request for second deposition from M. Serda deposition, communications re: same and with co-counsel re: mediation issues and strategy for pre-mediation meeting with lawyers only regarding structure.	CAL	3.80	1,900.00
25-Mar-20	Call with C. Laquidara regarding b(6) follow-up research.	MKF	0.40	172.00
26-Mar-20	Prepare initial outline for consideration by co-counsel of points to be addressed with Commission for authorization.	CAL	4.00	2,000.00

074723	TOWN OF HILLSBORO BEACH, FLORIDA	As of	March 31, 2020
0312732	CITY OF DEERFIELD BEACH, FLORIDA	Invoice Number	9552570

<u>Date</u>	<u>Services</u>	<u>Initials</u>	<u>Hours</u>	<u>Value</u>
26-Mar-20	Review transcript of deposition of M. Cerda (2.0); research related to motion to compel 30(b)(6) deponent to provide additional testimony on certain topics (2.3); begin drafting memorandum and response to motion to compel additional testimony (1.5).	MKF	5.80	2,494.00
27-Mar-20	Preparation for, attendance in, and follow up on action items from phone call as preparation for Shade meeting.	CAL	6.00	3,000.00
27-Mar-20	Prepare Response to Motion to Compel Additional Discovery.	MKF	3.00	1,290.00
27-Mar-20	Follow up regarding title search report for Harper easement property.	RFD	0.20	44.00
28-Mar-20	Edited doc Response to (Anticipated) Motion to Compel Additional 1.310(b)(6) Discovery 52504417 v 1 -	CAL	0.70	350.00
28-Mar-20	Composed email to Timothy Perry (Oertel, Fernandez, Bryant & At...): Outline for Shade for your review and edits and edits to outline.	CAL	1.40	700.00
30-Mar-20	Preparation of summary and appendix for review by co counsel to prepare for Shade and for Mediation.	CAL	6.50	3,250.00
30-Mar-20	Review title commitment and title support documents.	RFD	0.30	66.00
31-Mar-20	Revisions to responses to work on objections based on expert knowledge being needed. Complete additional edits to outline for shade and to appendix and follow up on same as requested. Telephone with commissioner re: questions relating to mediation and purpose for shade.	CAL	3.40	1,700.00

Total Services\$60,807.00

<u>Date</u>	<u>Disbursements</u>	<u>Value</u>
24-Feb-20	TELEPHONE CONFERENCING InterCall Cindy Laquidara Inv# 1744670996	2.11
28-Feb-20	TELEPHONE CONFERENCING InterCall Cindy Laquidara Inv# 1744670996	1.24

074723	TOWN OF HILLSBORO BEACH, FLORIDA	As of	March 31, 2020
0312732	CITY OF DEERFIELD BEACH, FLORIDA	Invoice Number	9552570

<u>Date</u>	<u>Disbursements</u>	<u>Value</u>
Total for TELEPHONE CONFERENCING		3.35
19-Mar-20	TRANSPORTATION - CINDY A. LAQUIDARA: Airfare - Discount Airfare to Calendar Call. CL/5237	288.96
Total for TRANSPORTATION		288.96
9-Mar-20	HOTEL - CINDY A. LAQUIDARA: Lodging - Overnight hotel lodging for Shade Meeting. CL/5237	234.86
10-Mar-20	HOTEL - CINDY A. LAQUIDARA: Lodging - Overnight hotel lodging after Shade Meeting. CL/5237	283.04
Total for HOTEL		517.90
10-Mar-20	MEALS - CINDY A. LAQUIDARA: Hotel - Dinner - Dinner in room. on 03/10/20. CL/5237	9.63
Total for MEALS		9.63
10-Mar-20	OTHER TRAVEL EXPENSES - CINDY A. LAQUIDARA: Mileage - round trip mileage from St. Johns, FL to FLL for Shade Meeting. CL/5237	346.15
Total for OTHER TRAVEL EXPENSES		346.15
30-Mar-20	WESTLAW RESEARCH 033020 FACKLER,MARY K JACKSONVILLE	489.00
Total for WESTLAW RESEARCH		489.00
Total Disbursements		\$1,654.99

074723 TOWN OF HILLSBORO BEACH, FLORIDA

As of

March 31, 2020

0312732 CITY OF DEERFIELD BEACH, FLORIDA

Invoice Number

9552570

<u>Initial</u>	<u>Name</u>	<u>Hours</u>	<u>Amount</u>
CAL	C. A. LAQUIDARA	109.00	54,500.00
J H	J. HIGGINBOTHAM	4.30	1,075.00
MKF	M. K. FACKLER	9.20	3,956.00
RFD	R. F. DOCUYANAN	1.00	220.00
WCH	W. C. HANDLE	3.20	1,056.00
	Total	126.70	\$60,807.00



Akerman LLP
Post Office Box 4906
Orlando, FL 32802
Tel: 407.254.2305
Fax: 407.254.3408

Remittance Copy

Invoice Date September 03, 2020
Invoice No. 9598233

TOWN OF HILLSBORO BEACH, FLORIDA
C/O D.J. DOODY, ESQUIRE
GOREN, CHEROF, DOODY & EZRO, P.A.
3099 E. COMMERCIAL BLVD.
FORT LAUDERDALE, FL 33308

Client Name: **TOWN OF HILLSBORO BEACH, FLORIDA**
Matter Name: **CITY OF DEERFIELD BEACH, FLORIDA**
Matter Number: **0312732**

For professional services rendered through August 31, 2020 as summarized below:

Services	\$16,050.00
Disbursements	<u>\$2,541.10</u>
TOTAL THIS INVOICE	\$18,591.10

PREVIOUS BALANCE	113,981.41
(Includes payments received through 09/03/20)	
TOTAL AMOUNT DUE	<u>\$132,572.51</u>

*To ensure proper credit to the above account, please indicate invoice no. 9598233
Return remittance sheet with payment in US funds.*

Wired funds accepted:
Akerman LLP Operating Account
c/o SunTrust Bank, Atlanta, GA
ABA Number: 061000104
Account Number: 0215-252207533
Swift code SNTRUS3A (For International Wires Only)
IRS EIN 59-3117860



Akerman LLP
Post Office Box 4906
Orlando, FL 32802
Tel: 407.254.2305
Fax: 407.254.3408

Invoice Date September 03, 2020
Invoice No. 9598233

TOWN OF HILLSBORO BEACH, FLORIDA
C/O D.J. DOODY, ESQUIRE
GOREN, CHEROF, DOODY & EZRO, P.A.
3099 E. COMMERCIAL BLVD.
FORT LAUDERDALE, FL 33308

Client Name: **TOWN OF HILLSBORO BEACH, FLORIDA**
Matter Name: **CITY OF DEERFIELD BEACH, FLORIDA**
Matter Number: **0312732**

For professional services rendered through August 31, 2020 as summarized below:

Services	\$16,050.00
Disbursements	<u>\$2,541.10</u>
TOTAL THIS INVOICE	\$18,591.10

PREVIOUS BALANCE	113,981.41
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074723	TOWN OF HILLSBORO BEACH, FLORIDA	As of	August 31, 2020
0312732	CITY OF DEERFIELD BEACH, FLORIDA	Invoice Number	9598233

<u>Date</u>	<u>Services</u>	<u>Initials</u>	<u>Hours</u>	<u>Value</u>
3-Aug-20	Additional communication regarding Exhibit A and the level of clarity needed with engineers. (.5).	CAL	0.50	250.00
7-Aug-20	Email to opposing counsel with questions regarding key issues after discussion with staff. Communications from team regarding the last draft, outstanding issues, and process forward. Communications with commissioners.	CAL	1.50	750.00
11-Aug-20	Communications with opposing counsel re: ETA for Exhibit A and with Commissioner; co-counsel.	CAL	0.20	100.00
12-Aug-20	Receive email with update ("not yet") from opposing counsel; begin out line of direct and cross for Dr. Chen.	CAL	0.30	150.00
13-Aug-20	Receipt and review latest Exhibit A from J. Cole, communications with T. Perry, outline issues for communication to commissioners. Outline issues for Dr. Chen follow ups.	CAL	0.70	350.00
14-Aug-20	Complete edits for team review re: Settlement and telephone conference with T. Perry re: strategy on definition for renourishment. Edits to truck haul costs for transmission to opposing counsel to illustrate remaining issues. Redraft re: procurement issue and input re: same. Review and edit comments from team member.	CAL	3.20	1,600.00
17-Aug-20	Additional changes and edits to the draft email and to the cost analysis; work on Chen preparation. Review and respond to Commissioner's email with questions and suggestions. Discussion re: Boca issue.	CAL	4.20	2,100.00
18-Aug-20	Continued efforts re: Exh. A and meeting of the minds; intent of initial and subsequent renourishments. Telephone re: same with T. Perry re: simplifying issue.	CAL	1.20	600.00
19-Aug-20	Work on direct for Dr. Chen; revise questions and participate in web ex; review comments on Exh. A and on intent, confer with co-counsel. Revise communication draft to J. Cole.	CAL	4.50	2,250.00
20-Aug-20	Review and refine direct for Dr. Chen - participate in preparation for Dr. Chen with co-counsel; post-preparation strategy session re: both trial presentation. Revise Settlement language.	CAL	5.30	2,650.00
21-Aug-20	Review redline and then compare-write of settlement documents and edit for clarity, prepare correspondence via email to opposing counsel transmitting issue on Exh. A and transmitting compare-write.	CAL	0.70	350.00
24-Aug-20	Follow up on survey issue (public records request from J. Carlson). Review and advise on same for production.	CAL	0.30	150.00

074723	TOWN OF HILLSBORO BEACH, FLORIDA	As of	August 31, 2020
0312732	CITY OF DEERFIELD BEACH, FLORIDA	Invoice Number	9598233

<u>Date</u>	<u>Services</u>	<u>Initials</u>	<u>Hours</u>	<u>Value</u>
25-Aug-20	Communications with Commissioner re: status, prepare update; communications with opposing counsel and trial team re: zoom meeting request; respond to questions from commissioners.	CAL	0.80	400.00
26-Aug-20	Telephone conferences re: strategy re: Zoom conference with J. Cole et al to go over all aspects of the proffered settlement; participate in same; follow up on the issues with calls to Commissioners and with special counsel.	CAL	3.80	1,900.00
27-Aug-20	Call with M. Tarrant re: status of settlement and all remaining issues; continued efforts with co-counsel re: settlement issues.	CAL	1.50	750.00
28-Aug-20	Participate in weekly strategy call (1.4); follow up calls with T. Perry and with R. Sweetapple (.4); prepare draft Joint Motion (.2) Additional discussions with R. Sweetapple re: outstanding issues; telephone with commissioners.	CAL	3.00	1,500.00
31-Aug-20	Work on remaining issues.	CAL	0.40	200.00

Total Services\$16,050.00

<u>Date</u>	<u>Disbursements</u>	<u>Value</u>
31-Jul-20	EDISCOVERY - Inv 552 July 2020	2,541.10
Total for EDISCOVERY		2,541.10
Total Disbursements\$2,541.10		

074723 TOWN OF HILLSBORO BEACH, FLORIDA

As of

August 31, 2020

0312732 CITY OF DEERFIELD BEACH, FLORIDA

Invoice Number

9598233

<u>Initial</u>	<u>Name</u>	<u>Hours</u>	<u>Amount</u>
CAL	C. A. LAQUIDARA	32.10	16,050.00
	Total	32.10	\$16,050.00



Akerman LLP
Post Office Box 4906
Orlando, FL 32802
Tel: 407.254.2305
Fax: 407.254.3408

Remittance Copy

Invoice Date February 24, 2021
Invoice No. 9650234

TOWN OF HILLSBORO BEACH, FLORIDA
C/O D.J. DOODY, ESQUIRE
GOREN, CHEROF, DOODY & EZRO, P.A.
3099 E. COMMERCIAL BLVD.
FORT LAUDERDALE, FL 33308

Client Name: **TOWN OF HILLSBORO BEACH, FLORIDA**
Matter Name: **CITY OF DEERFIELD BEACH, FLORIDA**
Matter Number: **0312732**

For professional services rendered through January 31, 2021 as summarized below:

Services	\$0.00
Disbursements	<u>\$2,995.10</u>
TOTAL THIS INVOICE	\$2,995.10

*To ensure proper credit to the above account, please indicate invoice no. 9650234
Return remittance sheet with payment in US funds.*

Wired funds accepted:
Akerman LLP Operating Account
c/o SunTrust Bank, Atlanta, GA
ABA Number: 061000104
Account Number: 0215-252207533
Swift code SNTRUS3A (For International Wires Only)
IRS EIN 59-3117860



Akerman LLP
Post Office Box 4906
Orlando, FL 32802
Tel: 407.254.2305
Fax: 407.254.3408

Invoice Date February 24, 2021
Invoice No. 9650234

TOWN OF HILLSBORO BEACH, FLORIDA
C/O D.J. DOODY, ESQUIRE
GOREN, CHEROF, DOODY & EZRO, P.A.
3099 E. COMMERCIAL BLVD.
FORT LAUDERDALE, FL 33308

Client Name: **TOWN OF HILLSBORO BEACH, FLORIDA**
Matter Name: **CITY OF DEERFIELD BEACH, FLORIDA**
Matter Number: **0312732**

For professional services rendered through January 31, 2021 as summarized below:

Services	\$0.00
Disbursements	<u>\$2,995.10</u>
TOTAL THIS INVOICE	\$2,995.10

*To ensure proper credit to the above account, please indicate invoice no. 9650234
Return remittance sheet with payment in US funds.*

Wired funds accepted:
Akerman LLP Operating Account
c/o SunTrust Bank, Atlanta, GA
ABA Number: 061000104
Account Number: 0215-252207533
Swift code SNTRUS3A (For International Wires Only)
IRS EIN 59-3117860

074723	TOWN OF HILLSBORO BEACH, FLORIDA	As of	January 31, 2021
0312732	CITY OF DEERFIELD BEACH, FLORIDA	Invoice Number	9650234

Total Services\$0.00

<u>Date</u>	<u>Disbursements</u>	<u>Value</u>
31-Oct-20	EDISCOVERY - Inv 867 October 2020	2,995.10
Total for EDISCOVERY		2,995.10
Total Disbursements		\$2,995.10



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 **83861**
Date 02/28/2021

Project **179902 HILLSBORO BEACH BUILDING
CODE**

Billing period through February 28, 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	824,483.14	21,708.16
Total	0.00	824,483.14	21,708.16

Invoice total **21,708.16**

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	
83208	01/31/2021	19,781.42	19,781.42				
83861	02/28/2021	21,708.16	21,708.16				
Total		56,302.01	41,489.58	0.00	0.00	14,812.43	0.00



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

**Start Date: 2/1/2021
End Date: 3/1/2021**

	Permit Fees	Town Revenue	Fire Fees	Zoning Fees	Admin Fees	CGA Revenue	BORA	DBPR	DCA
MTD	\$25,450.78	\$3,817.62	\$300.00	\$150.00	\$75.00	\$21,633.16	\$459.24	\$355.31	\$249.58
YTD	\$123,618.44	\$18,542.77	\$6,500.00	\$4,912.50	\$1,750.00	105,075.67	\$1,863.00	\$1,440.71	\$1,046.18



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 **84624**
Date 03/31/2021

Project **179902 HILLSBORO BEACH BUILDING
CODE**

Billing period through March 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	846,191.30	58,905.65
Total	0.00	846,191.30	58,905.65

Invoice total **58,905.65**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
83861	02/28/2021	21,708.16		21,708.16			
84624	03/31/2021	58,905.65	58,905.65				
Total		80,613.81	58,905.65	21,708.16	0.00	0.00	0.00



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

**Start Date: 3/1/2021
End Date: 3/31/2021**

	Permit Fees	Town Revenue	Fire Fees	Zoning Fees	Admin Fees	CGA Revenue	BORA	DBPR	DCA
MTD	\$68,624.29	\$10,293.64	\$1,350.00	\$2,325.00	\$575.00	\$58,330.65	\$960.68	\$740.93	\$506.00
YTD	\$192,242.73	\$28,836.41	\$7,850.00	\$7,237.50	\$2,325.00	163,406.32	\$2,823.68	\$2,181.64	\$1,552.18

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

Page: 1
03/30/2021
ACCOUNT NO: 1182-0606490
STATEMENT NO: 35121

Attn: Mac Serda, Town Manager

General Matters

		HOURS
02/19/2021	DJD Address dumpster enclosure ordinance.	0.60
02/22/2021	DJD Telephone conference call with Debbie Orshefsky re: conditional use ordinance; prepare resolutions <i>for</i> agenda; draft proposed dumpster ordinance.	1.70
02/23/2021	DJD Telephone conference call with Chief Szesnat; telephone conference call with Mac Serda; prepare items for Agenda; review e-mails.	1.80
02/24/2021	DJD Review Agenda related items.	0.80
03/01/2021	DJD Review Agenda; telephone conference with Debbie Orshefsky; Telephone conference with Mac Serda and Jim Hickey.	1.40
03/02/2021	DJD Prepare for and attend Town Commission meeting; initial efforts to amend Contract to incorporate Federal Law Provisions.	3.80
	SMS Review Agreements for additional language on Federal Provisions	0.40
	JAG Review Florida Department of revenue reemployment tax issue and discuss with DJD	0.70
03/03/2021	DJD Telephone conference call with Mayor; review e-mails re: RFP; address Amendments to existing contracts; review issues of enforcement in ICW; telephone conference with Town Manager and Town Clerk; review F.S. 327.46.	2.60
	SMS Research and drafting of template for federal provisions addendum	1.50
03/04/2021	DJD Telephone conference with General Counsel for BSO re: Marine Enforcement; address political signs.	0.70
03/05/2021	DJD Telephone conference call with Town Manager.	0.40
03/08/2021	DJD Conference call with Vice Mayor and Town Manager; review e-mails.	1.20
03/10/2021	DJD Participate in telephone conference; review e-mails.	0.50
03/11/2021	SMS Draft First Addendums to FEMA related contracts	1.40
	DJD Review e-mail re: public record request; telephone conference with Deerfield Beach City Attorney.	0.40
03/12/2021	DJD Review e-mails from the Town Clerk.	0.40

General Matters

			HOURS	
03/15/2021	DJD	Telephone conference with Mr. LaPorla; review Deerfield Resolution; telephone conference with Town Manager; preparation of resolutions.	1.70	
03/16/2021	DJD	Attend Special Meeting.	0.60	
03/17/2021	DJD	Telephone conference with Commissioner Feaman re: conditional use.	1.30	
03/18/2021	DJD	Telephone conference with Town Manager; telephone conference with Counsel for Seabonay; review e-mails; review liquor license requirements; attend Town Commission Special Meeting.	2.30	
03/19/2021	DJD	Telephone conference with Town Commissioner; Address Agenda items.	1.20	
03/23/2021	OS DJD	Reviewed and analyzed research findings related to exactions. Address potential Special Assessment; telephone conference with Commissioner re: Conditional Use; address Amendment to Seawall Ordinance.	0.80 1.80	
03/24/2021	DJD	Revise Seawall Ordinance; initial draft of Dumpster Ordinance; participate in conference call re: Fire Assessment; preparation of Audit Letter.	2.20	
03/25/2021	DJD	Telephone conference call with Town Manager; participate in conference call re: joint project; draft revisions to Dumpster Ordinance.	1.20	
03/26/2021	DJD	Telephone conference call with Mayor Tarrant; revise Dumpster and Conditional Use Ordinance.	1.70	
03/29/2021	DJD	Prepare Resolutions; revisions to Dumpster, Seawall, and Conditional Use Ordinance.	2.20	
		FOR CURRENT SERVICES RENDERED	37.30	8,392.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	0.70	\$225.00	\$157.50
D.J. DOODY	32.50	225.00	7,312.50
SEAN M. SWARTZ	3.30	225.00	742.50
DANIELLE SCHWABE	0.80	225.00	180.00

Photocopies	127.40
TOTAL EXPENSES THRU 03/30/2021	127.40
TOTAL CURRENT WORK	8,519.90
BALANCE DUE	\$8,519.90

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
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Telephone (954) 771-4500

TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile
Hillsboro Beach FL 33062

Attn: Mac Serda, Town Manager

Page: 1
03/30/2021
ACCOUNT NO: 1182-1200986
STATEMENT NO: 35122

Deerfield Beach

03/15/2021	Prestige Reporting Service - Invoice 103900	1,267.50
		<u>1,267.50</u>
	TOTAL ADVANCES THRU 03/30/2021	<u>1,267.50</u>
	TOTAL CURRENT WORK	1,267.50
	BALANCE DUE	<u><u>\$1,267.50</u></u>

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Telephone (954) 771-4500

TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile
Hillsboro Beach FL 33062

Attn: Mac Serda, Town Manager

Page: 1
03/30/2021
ACCOUNT NO: 1182-1200993
STATEMENT NO: 35123

Development

			HOURS	
03/18/2021	DJD	Telephone conference with Debbie Orshefsky, Esq.	0.70	
03/19/2021	DS	Reviewed and analyzed the Supreme Court's decision in Koontz. Reviewed and analyzed Florida and federal case law related to the condition of land use approval on relinquishment of a property right or monetary value.	1.70	
	DJD	Initial research of FL caselaw.	1.60	
03/22/2021	DJD	Review materials submitted by potential developer.	0.50	
03/23/2021	DJD	Prepare for and participate in telephone conference; review F.S. Chapter 70.	1.90	
03/24/2021	DJD	Review PUD Ordinance.	0.70	
03/26/2021	DJD	Review PUD Ordinance.	0.60	
		FOR CURRENT SERVICES RENDERED	7.70	1,732.50

	RECAPITULATION		
<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
D.J. DOODY	6.00	\$225.00	\$1,350.00
DANIELLE SCHWABE	1.70	225.00	382.50

TOTAL CURRENT WORK 1,732.50

BALANCE DUE **\$1,732.50**



INVOICE

Inframark, LLC

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

INVOICE#

#61518

CUSTOMER ID

C1312

PO#**DATE**

3/12/2021

NET TERMS

Net 30

DUE DATE

4/11/2021

BILL TO

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

Services provided for the Month of: March

DESCRIPTION	QTY	UOM	RATE	AMOUNT
Accounting Services for the Month of: March 2021				
Financial Accounting Service 001-532004-51308-5000	1	Ea	7,314.84	7,314.84
Postage 001-541010-51307-5000	1	Ea	97.53	97.53
Storage 001-544025-51307-5000	1	Ea	11.10	11.10
Subtotal				7,423.47

Subtotal

\$7,423.47

Tax

\$0.00

Total Due

\$7,423.47

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



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
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3a - Construction Administration (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				
	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**

<i>Class / Employee</i>	<i>Date</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
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: 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

Invoice Date:
November 18, 2020

Services from
10/01/20 thru 10/31/20

Invoice Number: 4549
1 of 5



REINVENTING YOUR CITY

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

General Planning

	Date and Description (date) (detail)	(hours)
general	10/11/2020 realtor general zoning designation call	0.25
Mr Lambert	10/29/2020 call, code research, email, review survey	0.75
Mr Lambert	10/19/2020 call + email	0.25
925	10/5/2020 calls w/ Joan	0.50
925	10/29/2020 call-emails Kristen landscape - FDOT contacts	0.75
971	10/5/2020 calls +email+research Tatianna RS-1	1.00
971	10/12/2020 call w/ Tatianna email from Jena Robbins - coord elev with	0.25
999	10/13/2020 Derrick - seawall - drop off	1.00
999	10/13/2020 review DEP application	0.50
999	10/29/2020 email Hal - Bomar comments	0.25
999	10/30/2020 email + response to Hal - Bomar	0.50
1063	10/1/2020 call + email open house - Scott	0.50
1063	10/5/2020 call Scott	0.25
1131	10/16/2020 email Jena Robbins - seawall	0.25
1205	10/30/2020 call/email Arch - review survey	0.50
Time - hrs.		7.50

Site Plan / Variance Rev.

(hours)

1200 variance	10/5/2020 meet on site w/ Mac, Mayor, Tim Rowe	2.50
	10/5/2020 review objection email - Heide Bern	0.50
	10/6/2020 variance Comm meeting + prep	1.75
	10/7/2020 call w/ Tim Rowe	0.25
	10/7/2020 call w/ Tim Rowe	0.25
		5.25

Invoice Date:
November 18, 2020

Services from
10/01/20 thru 10/31/20

Invoice Number: 4549
2 of 5



REINVENTING YOUR CITY

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

1160 variance	10/14/2020 emails	0.25
Island House	10/22/2020 emails w/ Barbara & Sherry	0.50
	10/26/2020 call from Barbara	0.25
		1.00
Total Site Plan / Variance Review		Time - hrs. 6.25

Permitting

Address	Date and Description	(hours)
923	Permit # 85289 rev 93730	
	10/5/2020 calls with James Wentzel - owner meeting	0.50
	10/6/2020 email - call with James Wentzel landscaping	0.25
	10/22/2020 call Jeffrey-Bomar	0.25
		1.00
931	Permit # (189544)	
	10/12/2020 call Cuccinetta	0.25
	10/14/2020 call landscape arch	0.25
	variance call, email communications w/ owner	
	10/16/2020 + landscape arch	1.00
	10/16/2020 email application	0.25
	10/19/2020 call/email landscape Arch plan revision/turf	0.50
	coordinate with Nicole - separate commission	
	10/26/2020 meeting vs revision	0.50
		2.75

Invoice Date:
November 18, 2020

Services from
10/01/20 thru 10/31/20

Invoice Number: 4549
3 of 5



REINVENTING YOUR CITY

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

957	Permit # 120689		
	calls with Keith & Associates - landscaping -		
	10/21/2020 review comments		0.50
	10/22/2020 pick up plans	Flat Rate #7	
	10/28/2020 call w/ landscape arch - review comments		0.50
	10/30/2020 drop off plans	Flat Rate #10	
			1.00
963	Permit # (93585) rev 1		
	10/26/2020 pick up	Flat Rate #8	
	10/29/2020 review		1.00
	10/30/2020 drop off	Flat Rate #10	
			1.00
995	Permit # 93778		
	10/21/2020 calls w/ GC + Nicole - comments		0.25
			0.25
1035	Permit # (91035)		
	10/1/2020 pick up file	Flat Rate #1	
	10/2/2020 review file		1.00
	10/5/2020 drop off file	Flat Rate #2	
	10/19/2020 pick up file	Flat Rate #6	
	10/21/2020 review		1.00
	10/22/2020 drop off	Flat Rate #7	
			2.00
1051	Permit # (93764)		
	10/20/2020 coordinate comments w/ Nicole		0.50
	10/21/2020 emails+calls w/ Sherry & Mr Socha		0.50
	10/22/2020 pick up file	Flat Rate #7	
	10/29/2020 review based on site visit		2.25
			3.25

Invoice Date:
November 18, 2020

Services from
10/01/20 thru 10/31/20

Invoice Number: 4549
4 of 5



REINVENTING YOUR CITY

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

1057	Permit # (120432)		
	email + call Don Hutckins - review FDOT		
	10/16/2020 approval		0.75
			0.75
1063 slip#10	Permit # (93306)		
	10/22/2020 pick up file	Flat Rate #7	
	10/29/2020 review file for inspection		0.50
	10/30/2020 final inspection		1.25
	10/30/2020 drop off	Flat Rate #10	
			1.75
1105	Permit # (121063)		
	10/6/2020 pick up	Flat Rate #3	
	10/8/2020 review site management		1.00
	10/12/2020 drop off	Flat Rate #4	
			1.00
1105	Permit # (121065) house		
	10/6/2020 pick up	Flat Rate #3	
	10/8/2020 review house		2.00
	10/12/2020 drop off	Flat Rate #4	
			2.00
1159	Permit # (89529) rev 89651-Seabonay		
	10/1/2020 call liquor liscence - attorney		0.25
	10/5/2020 email - liquor liscense - attorney		0.25
	10/7/2020 call liquor liscence - attorney		0.25
	10/14/2020 call w/ mayor		0.25
			1.00
1194 #21	Permit # (121554) rev 1		
	10/5/2020 pick up file	Flat Rate #2	
	10/8/2020 review file		1.00
	10/12/2020 drop off	Flat Rate #4	
			1.00

Invoice Date:
November 18, 2020

Services from
10/01/20 thru 10/31/20

Invoice Number: 4549
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REINVENTING YOUR CITY

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

1221 #29B	Permit # 121113	
	10/13/2020 pick up file	Flat Rate #5
	10/16/2020 site visit + review	1.75
	10/19/2020 drop off	Flat Rate #6
		1.75

1221 #30B	Permit # 121113	
	10/13/2020 pick up file	Flat Rate #5
	10/16/2020 site visit + review	1.75
	10/19/2020 drop off	Flat Rate #6
		1.75

1225	Permit # (89769) rev 1	
	10/29/2020 pick up file	Flat Rate #9
	10/29/2020 review file + final survey	1.00
	12/30/2020 drop off	Flat Rate #10
		1.00

General Planning Hours	7.50
Site Plan / Variance Review Hours	6.25
Permitting Hours	24.25
Total Hours	38.00

Total Hours	38.00
Hourly Rate	100.00
Sub-total Hourly Services	3800.00
Flat Rate Services:	
10 drop off/pick up at \$25 each	250.00
Total Amount Due	\$ 4,050.00

Invoice Date:
February 22, 2021

Services from
11/01/20 thru 11/30/20

Invoice Number: 4570
1 of 5



REINVENTING YOUR CITY

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

General Planning

	Date and Description (date) (detail)	(hours)
general	11/10/2020 realtor general zoning designation call	0.25
	11/17/2020 call, code research, email, review survey	0.25
923	11/13/2020 call + email James Cruz - Bomar	0.50
	11/18/2020 call w/ Jamez Cruz	0.25
931	11/30/2020 survey review, code reasearch - seawall	0.50
981	11/16/2020 email + call w/ architect	0.50
1009	11/25/2020 email + call w/ architect re: process	0.75
1131	11/30/2020 email Jena Robbins - seawall coordinante w/ Nicole + Sherry - zoning	0.25
1159	11/4/2020 ordinance public records request	0.75
	calls with consultant - preparing proposal for	
1177	11/3/2020 14 story res. Towers- review plans + literature	1.25
1200	11/14/2020 call w/ Tim Rowe	0.25
	11/16/2020 emails FDEP letter + call with Tim Rowe	0.75
	11/23/2020 FDEP - letter of consistancy emails/calls code requirements due diligence	1.00
1205	11/2/2020 report for consultant	0.75
	11/2/2020 coordinate w/ Steve Mitchell	0.25
	11/3/2020 call w/ architect	0.25
	11/11/2020 email from arch	0.25
	11/13/2021 emails architect	0.25
	11/13/2020 demo emails - code research	0.50
	11/14/2020 call with Architect	0.50
	11/16/2020 calls w/ Mac + Steve Mitchell	0.50
Time - hrs.		10.50

Invoice Date:
February 22, 2021

Services from
11/01/20 thru 11/30/20

Invoice Number: 4570
2 of 5



REINVENTING YOUR CITY

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

Site Plan / Variance Rev.		(hours)
931 turf	11/6/2020 emails + coordiantion with Nicole, Sherry, Robert C	0.75
	11/6/2020 schedule for comm meeting w/ Sherry	0.25
	11/13/2020 call - coord w/ landscape arch	0.25
	11/16/2020 review application + submittal material	0.75
	11/17/2020 coord with landscape architect, robert, review plans & applications submittals	2.00
	11/17/2020 emails w/ Robert re: samples	0.25
	11/18/2021 coord w/ Sherry	0.25
	11/19/2020 public notice	1.25
	11/19/2020 staff report	1.75
	11/19/2020 permeability coord w/ Mac + civil eng	0.50
	11/23/2020 review public notice	0.25
	11/30/2020 synthetic turf letter from civil eng	0.50
	11/30/2020 prep for Comm meeting	0.50
		9.25
1160 variance	11/5/2020 emails (review) + call Steve Mitchell - structural report	0.75
	Island House 11/18/2020 calls from Barbara	0.50
		1.25
925 site plan	11/10/2020 call from applicant + coord w/ Nicole	0.50
	11/11/2020 pick up submitted plans	Flat Rate #4
	11/11/2020 call w/ Joan	0.25
	review application + submittals + coord w/	
	11/16/2020 Sherry	0.75
	11/24/2020 email w/ Joan	0.25
	11/30/2020 call from Barbara	0.25
		2.00

Invoice Date:
February 22, 2021

Services from
11/01/20 thru 11/30/20

Invoice Number: 4570
3 of 5



REINVENTING YOUR CITY

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

1051 variance

11/12/2020

emails call + call + coord variance app - fence 0.50

0.50

Total Site Plan / Variance Review

Time - hrs.

13.00

Permitting

Address Date and Description (hours)

923 Permit # 85289 rev 93730

11/13/2020 calls with James Wentzel - owner meeting 0.50

11/18/2020 call Jeffrey-Bomar 0.25

0.75

957 Permit # 122367

calls with Keith & Associates - landscaping -

11/24/2020 review comments 0.50

11/24/2020 pick up plans Flat Rate #8

0.50

995 Permit # 93778

11/2/2020 pick up Flat Rate #2

11/6/2020 review 1.00

11/10/2020 coordiante review w/ Nicole 0.25

11/12/2020 drop off Flat Rate #5

1.25

1015 Permit # (122363)

11/24/2020 drop off Flat Rate #8

0.00

1051 Permit # (93764)

11/1/2020 drop off Flat Rate #1

11/2/2020 call w/ architect 2.25

2.25

Invoice Date:
February 22, 2021

Services from
11/01/20 thru 11/30/20

Invoice Number: 4570
4 of 5



REINVENTING YOUR CITY

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

1198 #314	Permit # (93747)		
	11/6/2020 drop off	Flat Rate #3	
			0.00
1221 #29B	Permit # 121699		
	11/2/2020 pick up file	Flat Rate #2	
	11/7/2020 site visit + coord		1.00
	11/9/2020 coordiante w/ Nicole		0.25
	11/12/2020 drop off	Flat Rate #5	
	11/17/2020 pick up file	Flat Rate #6	
	11/20/2020 review		0.75
	11/24/2020 drop off	Flat Rate #8	
			2.00
1221 #30B	Permit # 121700		
	11/2/2020 pick up file	Flat Rate #2	
	11/8/2020 site visit + coord		1.00
	11/12/2020 drop off	Flat Rate #5	
	11/17/2020 pick up file	Flat Rate #6	
	11/20/2020 review		0.75
	11/24/2020 drop off	Flat Rate #8	
			1.75
1225	Permit # (89769) rev 1		
	11/12/2020 pick up file	Flat Rate #5	
	11/12/2020 inspection		1.50
	11/20/2020 drop off	Flat Rate #7	
			1.50

Invoice Date:
February 22, 2021

Services from
11/01/20 thru 11/30/20

Invoice Number: 4570
5 of 5

General Planning Hours	10.50
Site Plan / Variance Review Hours	13.00
Permitting Hours	10.00
Total Hours	33.50

Total Hours	33.50
Hourly Rate	100.00
Sub-total Hourly Services	3350.00

Flat Rate Services:	
8 drop off/pick up at \$25 each	200.00
Total Amount Due	\$ 3,550.00

Invoice Date:
February 22, 2021

Services from
12/01/20 thru 12/31/20

Invoice Number: 4571
1 of 4



REINVENTING YOUR CITY

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

General Planning

	Date and Description (date) (detail)	(hours)
general	12/3/2020 realtor general zoning designation call + code questions	0.50
	12/11/2020 call w/ Victor Attias - realtor - general	0.25
	12/14/2020 calls with realtor insterested in (2) adjacent lots	0.50
	12/16/2020 follow up calls w/ Victor Attias - realtor - general	0.50
923	12/15/2020 call w/ James Cruz - Bomar	0.50
931	12/9/2020 seawall elevation emails Chappel	0.50
	12/16/2020 email + calls - review prelim - forward code sections	0.75
981	12/22/2020 email review rev prelim	0.50
	12/28/2020 email + calls - review prelim	1.00
999	12/11/2020 email + call with Hal Yashina - Bomar	0.50
1045	12/9/2020 emails - review permit package for applicant	1.00
1131	12/9/2020 email Jena Robbins - seawall Chappell	0.25
1081	12/21/2020 email from arch + review revised survey	0.50
		7.25

Site Plan / Variance Rev.

(hours)

931 turf	12/1/2020 Commision meeting	1.50
	12/2/2020 follow up call Robert	0.25
	12/4/2020 call w/ Civil eng	0.25
		2.00

Invoice Date:
February 22, 2021

Services from
12/01/20 thru 12/31/20

Invoice Number: 4571
2 of 4



REINVENTING YOUR CITY

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

1160 variance	12/14/2020 coordinate w/ Sherry	0.25
Island House	12/14/2020 review submittal	1.00
	12/21/2020 owner notification	1.00
	12/22/2020 review all submitted material	1.50
	12/22/2020 coordinate w/ Sherry	0.50
	12/28/2020 coordinate structural letter w/ Steve	0.25
	12/28/2020 coordiante w/ Sherry	0.25
	12/29/2020 staff report	1.50
	12/30/2020 coordinate w/ Sherry	0.25
	12/31/2020 coordinate site visits	0.25
		6.75
925 site plan	12/2/2020 email + call with Joan	0.50
	12/15/2020 email + call with architect - comments	0.50
	12/21/2020 call w/ Joan	0.25
	12/29/2020 call w/ Joan	0.25
		1.50
1051 variance	12/3/2020 pick up variance application submittal	Flat Rate #1
	12/3/2020 coordinate with Nicole + Sherry	0.25
	12/17/2020 coordiante / review mailer list	0.50
	12/17/2020 coordiante reports w/ Sherry	0.25
	12/21/2020 owner notification	1.25
	12/22/2020 coord w/ Sherry + Mac	0.50
	12/22/2020 staff report	1.50
	12/28/2020 coord w/ Sherry	0.25
	12/31/2020 coordinate site visits	0.25
	12/31/2020 call w/ Sherry	0.25
		5.00
Total Site Plan / Variance Review		Time - hrs. 15.25

Invoice Date:
February 22, 2021

Services from
12/01/20 thru 12/31/20

Invoice Number: 4571
3 of 4



REINVENTING YOUR CITY

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

Permitting

Address	Date and Description	(hours)
957	Permit # 122367	
	12/3/2020 review	1.00
	12/4/2020 drop off	Flat Rate #2
		1.00
1015	Permit # (122363)	
	12/3/2020 review	1.00
	12/4/2020 drop off	Flat Rate #2
		1.00
1041	Permit # (122605)	
	12/4/2020 pick up	Flat Rate #2
	12/10/2020 review	1.00
	12/11/2020 drop off	Flat Rate #3
		1.00
1057	Permit # (2014567-0)	
	12/10/2020 review file for final inspection	0.25
	12/10/2020 Final inspection	1.50
	12/14/2020 coordiante w/ nicole - comments	0.50
	12/22/2020 coordinate w/ nicole - comments (results)	0.50
	12/22/2020 calls w/ GC	0.50
		3.25
1057	Permit # (119782)	
	12/1/2020 inspection	1.50
	12/4/2020 pick up	Flat Rate #2
	12/10/2020 review	1.00
	12/11/2020 drop off	Flat Rate #3
		2.50

Invoice Date:
February 22, 2021

Services from
12/01/20 thru 12/31/20

Invoice Number: 4571
4 of 4



REINVENTING YOUR CITY

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

General Planning Hours	7.25
Site Plan / Variance Review Hours	15.25
Permitting Hours	8.75
Total Hours	31.25
Total Hours	31.25
Hourly Rate	100.00
Sub-total Hourly Services	3125.00
Flat Rate Services:	
3 drop off/pick up at \$25 each	75.00
Total Amount Due	\$ 3,200.00

Invoice Date:
February 25, 2021

Services from
01/01/21 thru 01/31/21

Invoice Number: 4572
1 of 4



REINVENTING YOUR CITY

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

General Planning

	Date and Description (date) (detail)	(hours)
	deposition 1/28/2021 calls + emails	0.50
	deposition 1/29/2021 calls + emails	0.50
	general 1/6/2021 call + email planner North Lauderdale	0.50
	general 1/11/2021 call with planner community shuttle	0.25
	general 1/11/2021 calls w/ home buyer re: FEMA - beach erosion	0.50
971	1/6/2021 email re: process	0.25
	1/11/2021 call w/ Cindy Correa - site plan approval	0.50
981	1/5/2021 call w/ architect	0.50
	1/11/2021 call w/ architect	0.25
	1/18/2021 review emailed revised plan + call w/ arch	0.75
	1/20/2021 call w/ architect	0.25
1001	1/6/2021 email + call w/ builder	0.50
	1/8/2021 call w/ Rich ZRM Builders	0.25
	1/10/2021 email to attorney lot widths	0.50
1005	1/27/2021 call w/ Architect	0.25
1021	1/8/2021 call w/ contractor - sea grape trimming	0.50
	1/10/2021 email to Steve Mitchell re seagrape trimming	0.25
		7.00

Site Plan / Variance Rev.

		(hours)
985 site plan	1/8/2021 call from Zen Associates	0.25
	1/22/2021 call + email w/ Bill Bentz	0.50
	1/22/2021 additional email from consultant	0.50
	1/26/2021 review submitted material	1.00
	1/27/2021 call + email w/ Bill Bentz	0.50
		2.75

Invoice Date:
February 25, 2021

Services from
01/01/21 thru 01/31/21

Invoice Number: 4572
2 of 4



REINVENTING YOUR CITY

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

1160 variance	1/2/2021 coordinate site visits	0.25
Island House	1/4/2021 site visit w/ applicant, mac, mayor	1.50
	1/4/2021 meeting prep	0.75
	1/5/2021 commission meeting	1.25
	1/5/2021 commission meeting	1.25
		5.00
925 site plan	1/5/2021 call with Joan	0.25
	1/27/2021 call w/ Joan	0.25
		0.50
1051 variance	1/2/2020 coordinate coord site visits	0.25
	1/4/2021 site visit w/ applicant, mac, mayor	1.75
	1/4/2021 meeting prep	0.75
	1/5/2021 commission meeting	1.25
	1/7/2021 coordinate reports w/ Sherry	0.25
		4.25
Total Site Plan / Variance Review		Time - hrs. 12.50

Permitting

Address	Date and Description	(hours)
923	Permit # (85289)rev #123684	
	1/25/2021 call + text w/ James Wentzel	0.25
	1/26/2021 pick up file	Flat Rate #7
	1/26/2021 calls w/ James & Jeffrey	0.50
	1/27/2021 call w/ Jeffrey	0.25
		1.00
923	Permit # (885289)rev #123373	
	1/25/2021 pick up	Flat Rate #6
	1/26/2021 review file	0.50
	1/27/2021 call w/ Jeffrey	0.25
	1/29/2021 drop off	Flat Rate #9
		0.75

Invoice Date:
February 25, 2021

Services from
01/01/21 thru 01/31/21

Invoice Number: 4572
3 of 4



REINVENTING YOUR CITY

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

931	Permit # (87678)rev #122922		
	1/12/2020 review		1.00
	1/13/2020 drop off	Flat Rate #2	
			1.00
995	Permit # 122972		
	1/9/2021 pick up file	Flat Rate #1	
	1/12/2020 review		1.00
	1/27/2020 drop off	Flat Rate #8	
			1.00
1051	Permit # (93764)		
	1/19/2021 pick up	Flat Rate #3	
	1/26/2021 coord w/ Marianna		0.25
	1/28/2021 review		1.00
	1/29/2021 drop off	Flat Rate #9	
			1.25
1057	Permit # (119782) Rev #1		
	1/19/2021 pick up	Flat Rate #3	
	1/26/2021 review		1.00
	1/26/2021 call w/ GC		0.25
	1/27/2021 drop off	Flat Rate #8	
			1.25
1105	Permit # (121063)		
	1/12/2021 review		1.25
	1/20/2021 drop off	Flat Rate #4	
			1.25
1141	Permit # (93239)		
	1/19/2021 pick up	Flat Rate #3	
	1/25/2021 review final survey		1.25
	1/27/2021 drop off	Flat Rate #8	
			1.25

Invoice Date:
February 25, 2021

Services from
01/01/21 thru 01/31/21

Invoice Number: 4572
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1149	Permit # (122745)		
	1/12/2021 review		1.00
	1/13/2021 drop off	Flat Rate #2	
			1.00
1194 #21	Permit # (121554)		
	1/22/2021 pick up	Flat Rate #5	
	1/24/2021 review file		0.50
	1/24/2021 calls, texts, emails w/ GC		0.75
	1/28/2021 inspection		1.50
	1/29/2021 drop off file	Flat Rate #9	
			2.75
1199	Permit # (123304)		
	1/22/2021 pick up	Flat Rate #5	
	1/24/2021 review		1.00
	1/29/2021 drop off	Flat Rate #9	
			1.00
1237	Permit # (89942)		
	1/19/2021 pick up file	Flat Rate #3	
	1/22/2021 review file		0.50
	1/25/2021 inspection		1.50
	1/27/2021 drop off	Flat Rate #8	
			2.00
General Planning Hours			7.00
Site Plan / Variance Review Hours			12.50
Permitting Hours			15.50
Sub-total Hourly Services			35.00
Total Hours			35.00
Hourly Rate			100.00
Amount Due			3500.00
Flat Rate Services:			
9 drop off/pick up at \$25 each			225.00
Total Amount Due		\$	3,725.00

Invoice Date:
March 22, 2021

Services from
02/01/21 thru 02/28/21

Invoice Number: 4579
1 of 4



REINVENTING YOUR CITY

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

General Planning

	Date and Description (date) (detail)	(hours)
deposition	2/1/2021 deposition	1.25
general	2/8/2021 call w/ real estate agent	0.25
general	2/18/2021 call w/ real estate agent - comm. Zoning	0.25
901	2/16/2021 correspondence authorized agent- Lochrie & Chakas PA	0.25
1001	2/22/2021 boat size call + email w/ attorney	0.25
	2/23/2021 code research + email	1.25
	2/25/2021 additional code research	0.50
	2/25/2021 call w/ John Herin	0.25
	2/25/2021 phone message DJ	0.25
	2/26/2021 email to DJ	0.25
1042	2/10/2021 call w/ Jocelyn - repaving	0.25
1159	2/18/2021 call re: sign permit	0.25
Total General Planning		5.25

Site Plan / Variance Rev.

		(hours)
985 site plan	2/1/2021 call w/ Justice & landscape architect	0.50
	2/5/2021 call w/ Justice	0.25
	2/10/2021 coordinate w/ Justice & Sherry	0.25
	2/11/2021 coordinate w/ Justice & Sherry - submittal	0.25
	2/19/2021 pick up	Flat Rate #6
	2/24/2021 review + comments	3.25
	2/26/2021 call w/ Justice	0.25
		4.75

Invoice Date:
March 22, 2021

Services from
02/01/21 thru 02/28/21

Invoice Number: 4579
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REINVENTING YOUR CITY

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

925 site plan	2/5/2021 pick up	Flat Rate #1	
	2/7/2021 review		3.00
	2/8/2021 finalize comments		0.75
	2/8/2021 coordinate w/ Joan		0.25
	2/19/2021 coordinate w/ Paula - Architect - comments + code research		0.75
	2/25/2021 coordinate w/ Paula - Architect		0.25
	2/25/2021 code conflict dock 12-263(D) & 12-268(D)(2)		0.50
	2/26/2021 call w/ architect - review options		0.50
			6.00
Total Site Plan / Variance Review		Time - hrs.	10.75

Permitting

Address	Date and Description	(hours)
923	Permit # (885289)rev #123684	
	2/3/2021 review C-1 emailed + call	0.75
	2/8/2021 coordinate submittal w/ Jeffrey - calls	0.50
	2/10/2021 call w/ Jeffrey	0.25
	2/15/2021 call w/ Jeffrey	0.25
	2/16/2021 pick up	Flat Rate #3
	2/17/2021 call w/ Jeffrey	0.25
	2/19/2021 site visit	1.50
	2/26/2021 call w/ James Wentzel	0.25
		3.75
1057	Permit # (121760)	
	2/26/2021 final inspection coordination	0.25
		0.25
1057	Permit # 119782 rev #1	
	2/16/2021 pick up	Flat Rate #3
	2/26/2021 review	1.00

Invoice Date:
March 22, 2021

Services from
02/01/21 thru 02/28/21

Invoice Number: 4579
3 of 4

1.00



REINVENTING YOUR CITY

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

1105 Permit # (121063)

2/4/2021	coordinate w/ Mariana response to comments in Community room	0.25
2/8/2021	review response at Comm. Room	1.25
2/9/2021	coordinate w/ Mariana additional corrections	0.25
2/16/2021	review response at Comm. Room - bring back site management plan + FDOT permits	1.25
2/16/2021	coordinate correction w/ applicant	0.25
		3.25

1141 Permit # (93239)

2/18/2021	pick up	Flat Rate #5
2/18/2021	review file for final inspection	0.50
2/19/2021	inspection	1.25
2/26/2021	drop off	Flat Rate #7
		1.75

1149 Permit # (122745)

2/11/2021	pick up	Flat Rate #2
2/18/2021	review	1.00
2/19/2021	drop off	Flat Rate #6
		1.00

1159 Permit # (123800)

2/19/2021	pick up	Flat Rate #6
2/27/2021	review	1.00
		1.00

1159 Permit # (123801)

2/19/2021	pick up	Flat Rate #6
2/27/2021	review	1.00
		1.00

1160 Permit # (123669)

2/26/2021	pick up	Flat Rate #7
2/27/2021	review	1.00

Invoice Date:
March 22, 2021

Services from
02/01/21 thru 02/28/21

Invoice Number: 4579
4 of 4

1.00



REINVENTING YOUR CITY

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

1166 Permit # (123710) dumpster

2/17/2021 pick up

Flat Rate #4

2/19/2021 site visit

1.25

2/24/2021 code research

1.00

2/25/2021 call w/ fence co

0.25

2.50

1221 Permit # (121113)

2/26/2021 pick up

Flat Rate #7

2/26/2021 final inspection

1.25

1.25

1200 Permit # (124182)

2/26/2021 pick up

Flat Rate #7

2/27/2021 review

1.00

1.00

General Planning Hours 5.25

Site Plan / Variance Review Hours 10.75

Permitting Hours 18.75

Sub-total Hourly Services 34.75

Total Hours 34.75

Hourly Rate 100.00

Amount Due 3475.00

Flat Rate Services:

7 drop off/pick up at \$25 each 175.00

Total Amount Due \$ 3,650.00



Hillsboro Beach Police Monthly Report

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

Patrol Snapshot:

Activity	Current Month	January 2021	February 2020
Contacts			
Motor Vehicle	74	79	160
Crosswalk	27	31	20
Marine Unit	79	121	3
Beach Unit	184	15	22
Cyclists	87	83	38
Arrests	0	0	2
Service			
Alarms	11	6	9
Dogs on Beach/Animal	6	8	7
Vessel	12	30	5
Noise	3	10	5
Open Doors	3	7	6
Police Assists	35	44	44
Domestic/Disturbances	4	3	1
Sick/Injured	9	8	15
Crash	0	3	2
Trespassing	88	79	86
Security Checks	5559	6640	6008
Total Calls	216	233	211

Investigations Snapshot:

February 2021 (new)	Actively Working	Inactivated/Cleared
Grand Theft Auto	Identity Theft (2)	Burglary Conveyance (1)
Burglary Residence	Criminal Mischief	Missing Person
Identity Theft	Stolen Vehicle	
Missing Person	Fraud (2)	
	Hit and Run (Working with BSO)	
	Police Assist	
	Grand Theft	

Personnel: News

Our new part-time Marine Unit Officer Eddie Grant is continuing his Field Training. He has almost finished his scheduled time with the Florida Fish and Wildlife Conservation Training Lieutenant. He will then complete a one year probationary period.

February Notable Events:

On February 2nd we responded to an emergency call for assistance regarding an adult male threatening to commit suicide. Minutes after receipt of the call our units were on scene, they observed a male on the balcony with his legs over the rail and he was threatening to jump. Officers were able to engage the troubled individual, convincing him to return to safety and meet with them inside the condominium. Our personnel were commended for their prompt response, the actions taken, and the successful outcome.

On February 4th units responded to a report of a significant smell of gas in the area of 1159 Hillsboro Mile. Arriving units detected a strong odor of gas and requested Broward Fire Rescue Hazmat units respond for an apparent gas leak. Units then closed the road to traffic from approximately 1155 to 1167 Hillsboro Mile for almost an hour so Hazmat could complete a controlled burn of the residual gas.

On February 8 - 10th a resident contacted the PD and expressed concerns over her son (adult) who had gone out late the night before and she was unable to get in touch with him. Initially an "Attempt to Locate / Welfare Check" bulletin was issued to surrounding Law Enforcement agencies while our staff began making numerous calls to hospitals, DOT Toll / Traffic Camera Authority, even the Broward and Palm Beach County Jails. An exhaustive search ensued for days as more information became available, the adult son was entered as a missing person. He was eventually located in another jurisdiction however, the circumstances were unfortunately tragic.

On February 9th we received a report of a deceased baby manatee in the ICW adjacent to 1221 Hillsboro Mile. Florida Fish and Wildlife Commission was notified and arrived to collect the manatee. This was the second deceased manatee to be located in our area in as many weeks.

On February 12th received a call from a building manager regarding a subject that had trespassed on their property but left acting erratically. Our Officer located the subject walking along the roadway, he now had a stick and was hitting bushes while screaming. The officer radioed for back-up units and continued to observe the individual while he awaited their arrival. Once other units arrived, the subject who was now in the roadway, fled through an empty lot and jumped into the ICW. The subject swam across the ICW, while our officers summoned additional assets. Officers from Lighthouse Point PD took the subject into custody as he was exhibiting mental health related or narcotics induced behavioral issues.

Training:

Police Law Institute (Online): Human Trafficking Recognition, Investigation, and Law

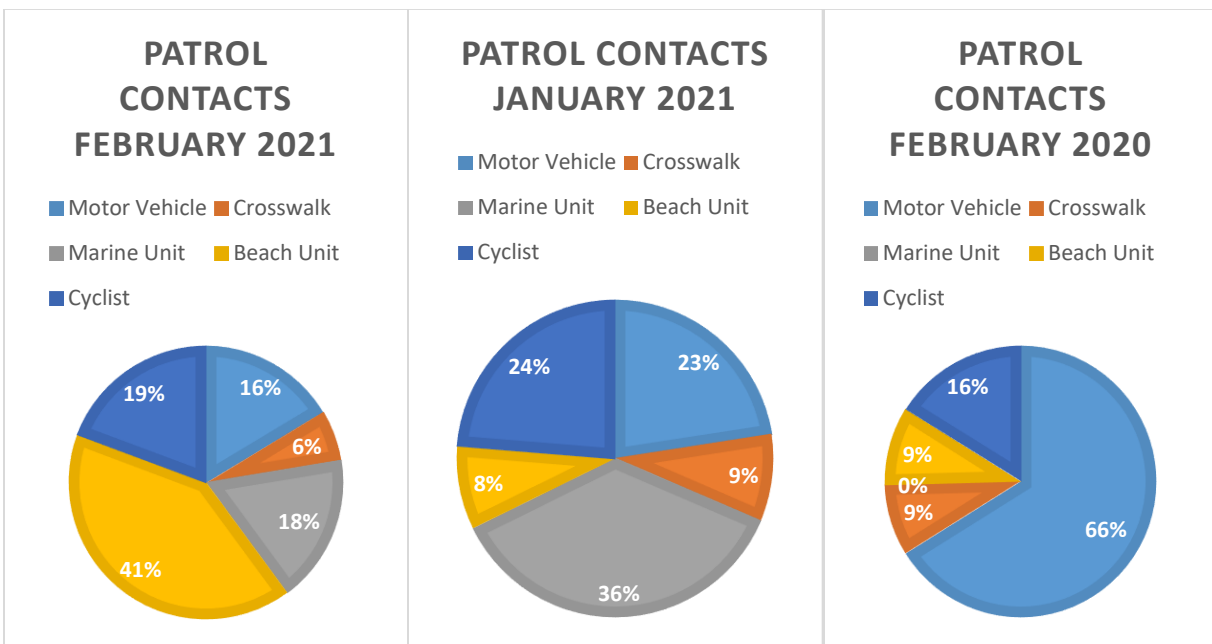
Power DMS Topics:

- Risk Protection Orders Training

We are currently developing two new in service training courses; Economic Crimes and Jordan's Law (FCIC Training).

Patrol Services:

Contacts:



Road Patrol:

Concern:

We continue to concentrate our efforts around A1A and the Hillsboro Inlet Bridge concerning cyclist and their directional patterns and cycling around the bridge arm. FDOT was contacted to add signage and have installed new signs for cyclist and pedestrians on both the north bound and south bound side of the Inlet Bridge. Photo below.



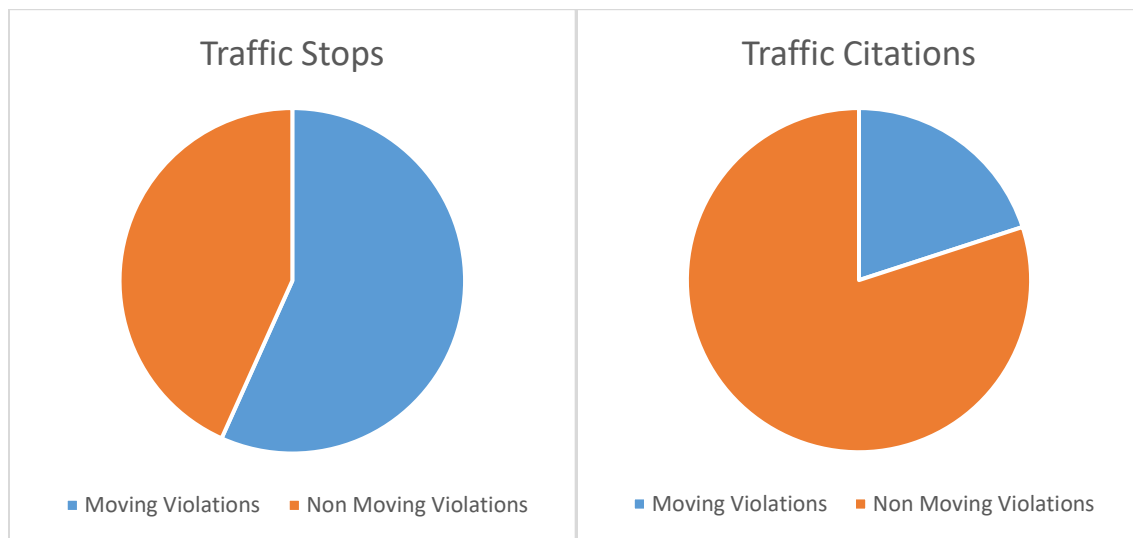
Concern:

Crosswalk safety. Officers have made additional efforts to speak with people utilizing the crosswalks, while observing traffic and stopping vehicles for persons within the crosswalks. We have started a crosswalk log indicating heavy times of use, how many are crossing and how many stops we are conducting. Sergeant Mastandrea is conducting the staff study on this. He has requested this to be one of his class studies while he is in the SPI class.

Concern:

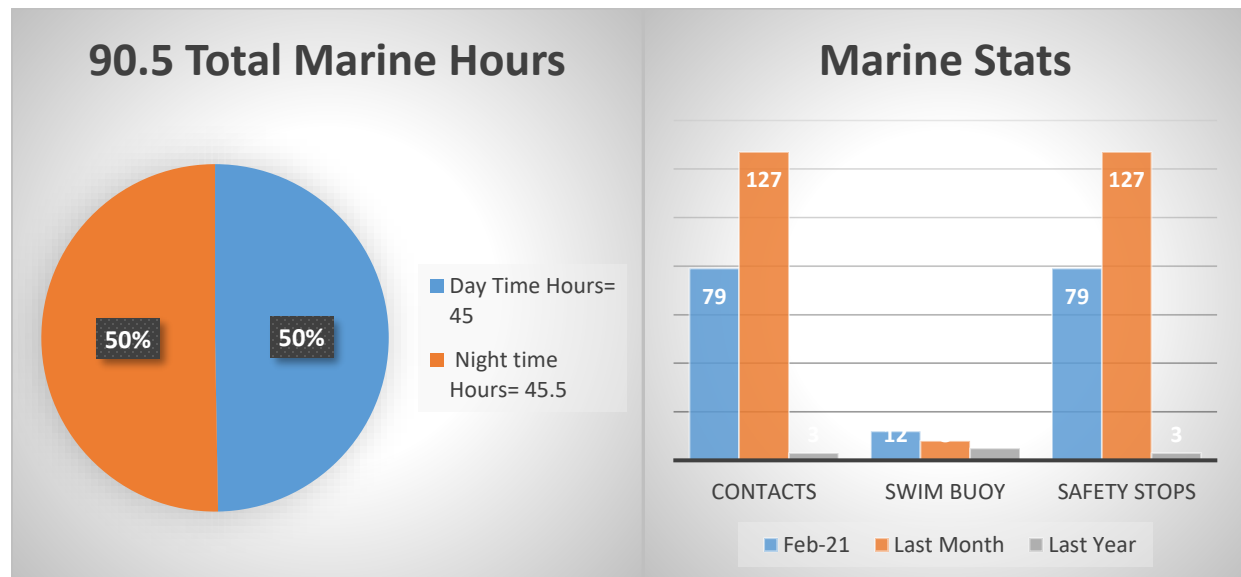
Dogs on the beach. The goal of this initiative is to address the dog concerns we are receiving along the beach area by gaining voluntary compliance through education, conversations, contacts, and enforcement. As you have noticed under contacts, we have placed more resources into this. We have educated condominiums, homeowners, residents, and guests. For the most part everyone has their dogs leashed, behind their property and above the high tide water mark. We have had a few exceptions and they were either warned verbally or given a written warning. We have had a few *gone-on arrival* calls (GOA) where the dog owners/dogs were gone when we arrived. We will continue this extra patrol initiative through March and into April.

Traffic:

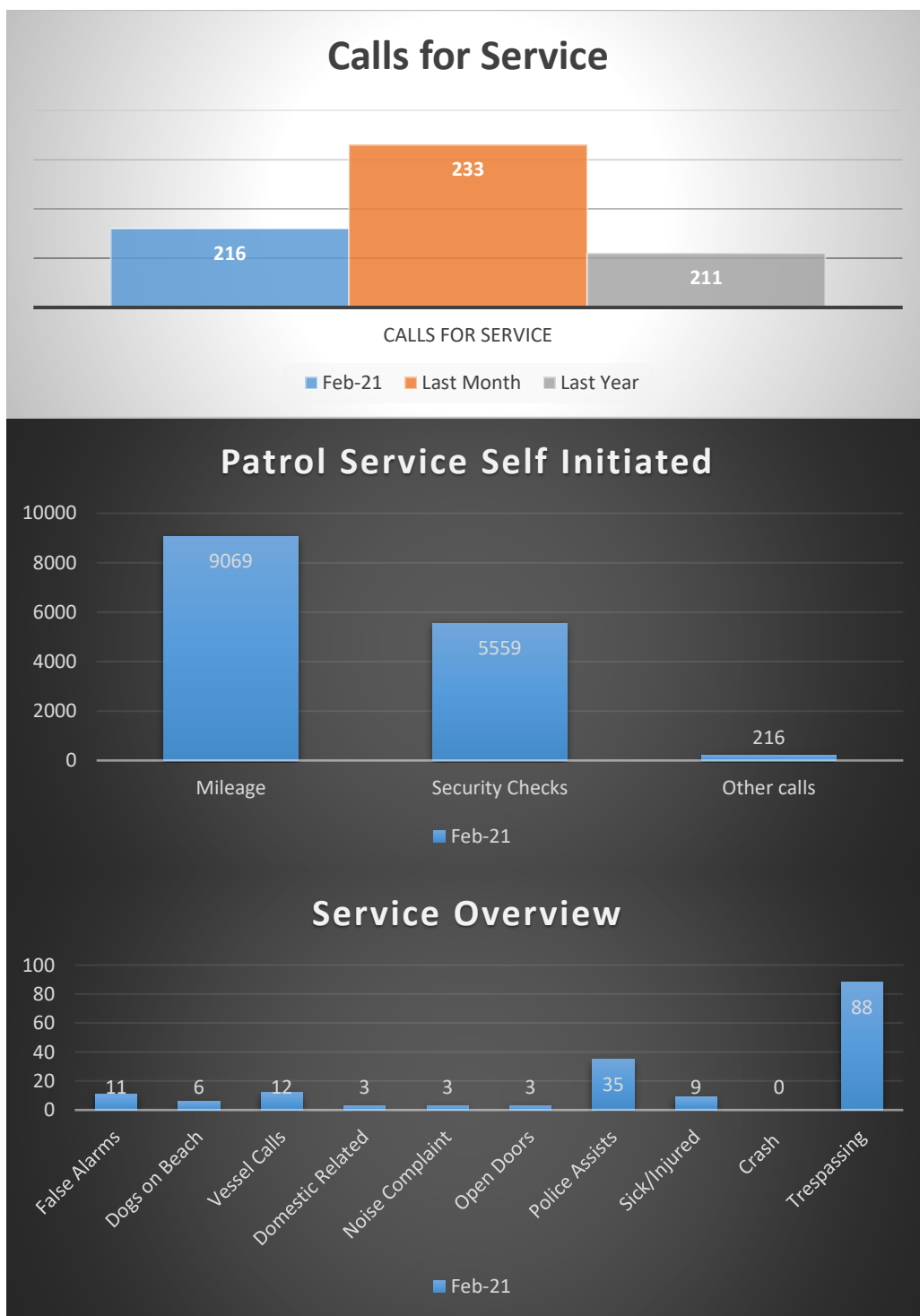


Marine/Beach Patrol:

Boat engines have been repaired, new engines are being looked at.



Overall Calls for Service:



Letters of Commendation for Officer Stengel, Sergeant Gianino, Officer Torres, Detective Pope, and Lodus Joseph.

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	34.2											84.8
2-O'Neill	Police	0.0	0.0											0.0
3-Pugliese	Police	63.5	77.4											140.9
4-Mastandrea	Police	116.9	8.0											124.9
5-Clark	Police	71.4	88.8											160.2
6-Gianino	Police	48.8	7.4											56.2
7-Kirchoff	Police	0.0	69.5											69.5
8-McGrath	Police	98.5	98.1											196.6
9-Kelly	Police	0.0	5.9											5.9
10-Steel	Police	97.2	4.2											101.4
11-Nolan	Police	25.8	67.8											93.6
12-Pope	Police	0.0	24.0											24.0
13-Stengel	Police	0.0	5.3											5.3
14-Torres	Police	0.0	32.8											32.8
16-MacLellan	Police	202.7	181.7											384.4
18-Beauparlant	Police	124.3	135.5											259.8
17-Bukata	Police	0.0	0.0											0.0
26-Joseph	Maintenance	0.0	21.8											21.8
Police Totals	TOTALS	899.7	862.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1762.1

Gas Usage Water Department

19-Garray	Water Dept	0	39											39
20-Bullard	Water Dept	28.4	54.9											83.3
21-Charles	Water Dept	19	50.9											69.9
22-Knapstein	Water Dept	0	0											
23-Rivera	Water Dept	0	0											0
Water Totals		47.4	144.8	0	0		0	0	0	0	0	0	0	

Gas Tank 20 1/4" = 1103 GAL

2021 Vehicle Mileage PD

Unit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TM
160	4,572	4,015											8,587
161	3,508	3,577											7,085
162	86	18											104
2163	1,754	1,459											3,213
164	668	381											1,049
166	1,173	1361											2,534
TOTAL	11,761	10,811											22,572
GALLONS	900	862											1,762

Specialty Vehicles PD

Marine 1	121.5	92											213.5
ATV	15	30.6											45.6

Water Department

170	64	144											208
172	341	316											657
173	113	181											294
174	483	570											1,053
TOTAL	1,001	1,211											2,212
GALLONS	47.4	144.8											192

Vehicle/Mileage Recap FEBRUARY 2021

Unit	Type	Primary Use	EOM	BOM	CMM	PMM	INC/DEC
160	SUV	Road Patrol	36,349	32,334	4,015	4,572	-557
161	SUV	Road Patrol	33,338	29,761	3,577	3,508	69
162	Crown Vic.	Training/Decoy	124,892	124,874	18	86	-68
2163	SUV	Road Patrol	3,582	2,123	1,459	1,754	-295
164	Charger	Chief	75,657	75,276	381	668	-287
166	Charger	Admin	182,212	180,851	1,361	1,173	188
Police				TOTALS	10,811	11,761	-950
170	Pickup Truck	Water Dept	94,577	94,433	144	64	80
172	Pickup Truck	Maintenance	55,537	55,221	316	341	-25
173	Pickup Truck	Water Dept	4,795	4,614	181	113	68
174	Pickup Truck	Water Dept	6,266	5,696	570	483	87
Water Dept				Totals	1,211	1,001	210
			EOMH	BOMH	CMH	PMH	INC/DEC
M1	Boat	Patrol	2179.6	2087.2	92	121	-29
165	ATV	Patrol	218.9	188.3	30.6	14.5	16.1

Key

EOM= End of Month

BOM= Beginning of Month

CMM= Current Month Mileage

PMM= Previous Month Mileage

INC/DEC= Increase/Decrease

EOMH= End of Month Hours

BOMH= Beginning of Month Hours

CMH= Current Month Hours

PMH= Previous Month Hours

February

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 #
	MacLellan	2/1/21	1300	2130	8.5	7.5	5				5 wake zone warnings
	MacLellan	2/2/21	1400	2200	8	7	2				2 wake zone warnings
	MacLellan	2/5/21	1400	2200	8	7	6				6 wake zone warnings, 1 ex
	MacLellan	2/6/21	1000	1800	8	7	8				8 wake zone warnings
WEEK 2	Bukata	2/7/21	0900	1700	8	5.1	0				HIGH WINDS
	MacLellan	2/12/21	1545	2200	6.25	5.2	5				5 wake zone warnings
	MacLellan	2/13/21	1000	1800	8	7	10				10 wake zone warnings
	Steel	2/14/21	1000	1800	8	6.7	4				4 wake zone warnings
	Bukata	2/15/21	1000	1600	6	5	13				13 wake zone warnings
WEEK 3	MacLellan	2/16/21	1400	2230	8.5	7.5	2				2 wake zone warnings
	MacLellan	2/17/21	1400	2230	8.5	7.5	4				4 wake zone warnings
	MacLellan	2/19/21	1500	2230	7.5	6.5	6				6 wake zone warnings
	MacLellan	2/20/21	1000	1800	8	7	10				10 wake zone warnings
	Bukata	2/21/21	1000	1800	8	6.5	4				4 wake zone warnings
WEEK 4											
WEEK 5											
TOTALS					109.25	92.5	79	0	0	0	

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



HILLSBORO BEACH POLICE DEPARTMENT



Date: 02/13/2021
To: Major Rob O'Neill
From: Sgt. L. Mastandrea Jr.
Subject: Recommendation for Commendation

ZM

On Saturday, February 13, 2021, we were dispatched to a CAD alert. The alert was reference an eighteen (18) year old female with stage two (2) cancer and asthma having an nonstop seizure while on a vessel in the Intracoastal Waterway (ICW). Officer Stengel was the first to arrive on scene. When she arrived in the area of 931 she saw a twenty-seven (27) foot, center console outboard engine boat with approximately 8 people on board in a heightened state of emotional distress due to the medical emergency. Without hesitation, Officer Stengel jumped in the ICW and walked out to the vessel to aid in anyway she could, eventually boarding the vessel to assist. Officer Stengel stayed there until Broward County Fire/Rescue arrived and rendered aid and transport.

I also received a phone call from one of the passengers on the vessel, Karen Jackson. Mrs. Jackson called because she wanted to give praise to Officer Stengel for her above and beyond assistance she gave. Mrs. Jackson further advised Officer Stengel maintained calm and control during such a high stress situation.

It is there my recommendation that Officer Stengel receive our department's Letter of Commendation.

*Concur with recommendation!
Excellent work Maria! Memo
to Personnel File. R.O. 4787*

AGREE
S 4674



HILLSBORO BEACH POLICE DEPARTMENT



Date: February 04, 2021
To: Chief Jay Szesnat
From: Major Robert O'Neill *R.O.*
Subject: Recommendation for Commendation

On Tuesday, February 2nd at 3:07PM, we responded to a report of a suicide attempt in progress at one of our condominium buildings in the north end of Town. Our personnel promptly responded, and located a male subject who was suffering from an emotional/mental health issue. The subject was indicating his desire to end his life by jumping off of the condos balcony and to that end he was observed halfway over the railing.

His elderly parents initial attempts to verbally convince him to exit the balcony and come back inside the condo were unsuccessful. Hillsboro Beach Police Sergeant Robert Giannino, along with Detective Austin Pope, and assisted by Officer Vivian Torres engaged the subject in conversation. They were able to reach the subject in time and convince him to abandon his attempt at ending his life! It is therefore my recommendation that the afore-mentioned public safety professionals each receive our department's Letter of Commendation.

Logistical assistance was provided by Officer Steve Kelly (acting in the capacity of a Communications Resource Specialist) and Lieutenant James Pugliese both had notified various resources for further assistance. I further recommend that these members receive our department's Letter of Commendation.

I am most proud of our staff and the outstanding team effort exhibited, most of all their combined efforts resulted in an excellent outcome!

*I AGREE
PLEASE PLACE IN FILE*
[Signature]



TOWN OF HILLSBORO BEACH



Jay Szesnat, Chief of Police
jszesnat@townofhillsborobeach.com

March 4th, 2021

Dear Lodius:

We cannot thank you enough for the outstanding job you did completely renovating the "Bocce Ball" public bathroom. You have once again gone above and beyond what are your required responsibilities! We are extremely fortunate to count you among the members of the Hillsboro Beach Police Department team. It would be difficult to imagine our agency's functionality without your daily contribution, you my friend are a vital part of this professional organization's success!

Once again, thank you and I look forward to working with you for many years to come! The members of this police department, the residents of this town, and I, most certainly appreciate all your efforts.

Sincerely,

Jay Szesnat
Chief of Police



HILLSBORO BEACH POLICE DEPARTMENT



Date: March 10, 2021
To: Chief Jay Szesnat
From: Major Robert O'Neill *R.O. 4787*
Subject: Recommendation for Commendation

On Tuesday, March 9th at 4:23PM, Officer Erwin Steel was flagged down by a passing motorist who advised he had witnessed an armed robbery in Pompano Beach. The witness was following two of the vehicles involved in the crime which had just occurred, as he was simultaneously reporting his observations to BSO 911 Communications. The suspect vehicles were entangled in stopped traffic due to a large crane operating in the northbound lane of Hillsboro Mile. Fortunately we had two officers working an off-duty traffic detail at that location. Officer Steel had broadcast a request for back-up units to respond while maintaining visual contact with the suspects. Our personnel promptly responded, Sergeant Mastandrea, and Officer Nolan assisted Officer Steel with a traffic stop on the first vehicle occupied by two of the reported armed robbery suspects.

Sergeant Gianino made contact with the witness relaying pertinent information to our units on scene and to the responding Broward Sheriff's Office units. Another suspect vehicle parked nearby, the suspect who had been operating the vehicle abandoned it and proceeded east towards the beach. Sergeant Gianino, Officer Steel plus additional units, secured that vehicle and searched the area looking for who was now our third suspect. In the passenger compartment (plain view) of the abandoned suspect vehicle was a large quantity of suspected marijuana (photo attached) in numerous vacuum sealed bags.

Officer Erwin Steel's calm, crisis response, and tactical approach to this situation combined with a sufficient number of supporting officers, enabled this potentially dangerous and volatile incident to be resolved safely. Logistical assistance was provided by Communications Resource Specialist Brittney Jarboe who in addition to managing the radio traffic and subsequent requests from the field, had to notify various resources for further assistance.

It is therefore my recommendation that all of the afore-mentioned public safety professionals each receive our department's Certificate of Commendation. I am most proud of our staff and the outstanding team effort exhibited, most of all that their combined efforts resulted in an excellent outcome!

*I CONCUR
W/ RECOMMENDATION
[Signature]*





TOWN OF HILLSBORO BEACH



FINANCIAL REPORT FEBRUARY 28, 2021

Meeting Date: April 6, 2021

1

GENERAL FUND

Overview

- ▶ Surplus of \$1.92 million through February. (Total funding over/under Expenditures)

Revenue / Other Sources

- ▶ Total funding for February was at 86.9% of the annual budget (excluding use of fund balance).
- ▶ Revenue from property tax collections were 89.7% through February.

Description	Budget	Actual	% of Budget
Property Taxes	\$ 4,884,842	\$ 4,369,866	89.5%
Other Local Taxes	260,000	117,160	45.1%
Intergovernmental Revenues	151,536	150,048	99.0%
Fines & Forfeitures	2,550	1,114	43.7%
Miscellaneous Revenues	53,000	48,309	91.1%
Interest Income	33,000	15,685	47.5%
Transfer In	50,000	20,833	41.7%
Total Funding	\$ 5,434,928	\$ 4,723,015	86.9%



2

February 2021 Financial Report

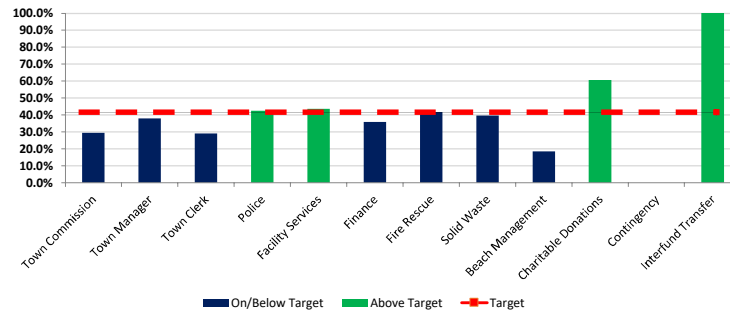
2

GENERAL FUND

Expenditures

- ▶ Total expenditures for February were 43.6% of the annual budget or \$2.8 million.

General Fund- % of Budget Spent by Department



3

February 2021 Financial Report

3

SPECIAL REVENUE FUNDS

Fund Highlights

- Community Bus Fund – Surplus of \$12.3 thousand due to County Transportation Grant.
 - Revenue collected is 34.7% of annual budget or \$40.9 thousand.
 - Expenses are 24.2% of annual budget or \$28.5 thousand.
 - Marine Law Enforcement Fund – 42.3% of annual budget or \$12.8 thousand.
 - Building Permits Fund – Surplus of \$13.4 thousand.
 - Revenue collected is 52.4% of the annual budget or \$131 thousand.
 - Expenses are 47% of annual budget or \$117.6 thousand.
 - P&Z, Code Compliance Fund – 38.1% of annual budget or \$19 thousand.
- ▶ Federal Forfeitures / Asset Sharing Fund- Balance for February is \$87.8 thousand (includes interest income).



4

February 2021 Financial Report

4

OTHER FUNDS

Debt Service Fund – FEMA Bridge Loan

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

Capital Projects Fund – (General Fund Improvements)

- ▶ The capital expenditures for February were \$181.6 thousand or 83.3% of the annual budget.



5

February 2021 Financial Report

5

WATER FUND

Overview

- ▶ Overall, the water fund had a surplus of \$91.5 thousand.
- ▶ Operations had a deficit of \$18.2 thousand.
- ▶ Debt Service payments of \$203.7 thousand were made in November for the Water Main Project.

Revenue/Other Sources

- ▶ Total revenue – 37.2% of the annual budget.
- ▶ Total water service revenue – 37.9% of the annual budget.
- ▶ The water usage billings through February were down by 14.2% compared to last year at this time.



6

February 2021 Financial Report

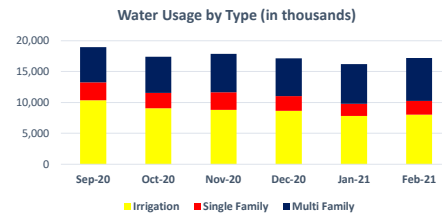
6

WATER FUND

Water Usage Comparison

- ▶ The chart below on the left shows the usage for February by service type, comparing prior year February 2020 and last month usage.
- ▶ The total gallons used compared to last month increased by 1,021 thousand gallons or 6.3%.
- ▶ 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	
	Feb-'20	Jan-'21	Feb-'21	Change in Usage	% Change
Irrigation	7,659	7,826	7,989	163	2.1%
Single Family	2,370	1,960	2,269	309	15.8%
Multi Family	7,506	6,392	6,941	549	8.6%
Total	17,535	16,178	17,199	1,021	6.3%



7

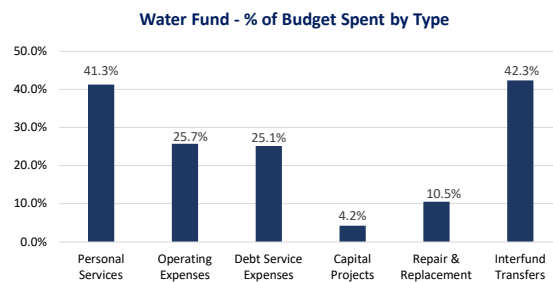
February 2021 Financial Report

7

WATER FUND

Expenses

- ▶ Total expenses through February were at 26.3% 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 was paid on March 15, 2021.
- Capital Purchases:
 - Expenses through February were 4.2% of the annual budget or \$27.2 thousand.



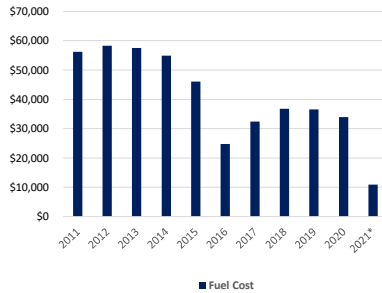
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February 2021 Financial Report

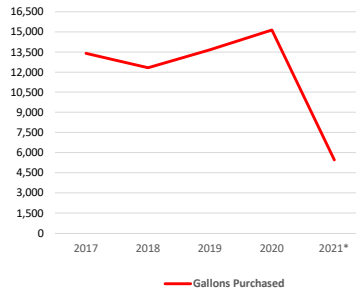
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FUEL COSTS ANALYSIS

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*	\$10,890	5,462	\$1.99

* FY2021 totals thru February 28, 2021



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February 2021 Financial Report

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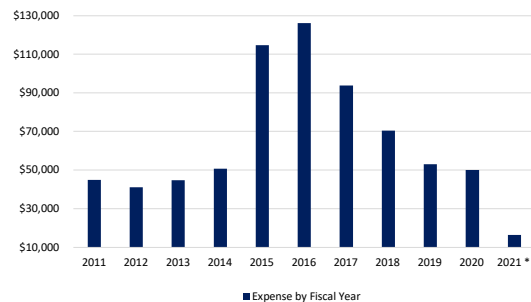
WORKERS' COMPENSATION INSURANCE – PREMIUM COST

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 *	\$ 617	\$ 12,382	\$ 3,265	\$ 16,264
TOTAL	\$ 31,379	\$ 507,049	\$ 166,547	\$ 704,975

*FY2021 Totals thru February 28, 2021

Total Expenses by Fiscal Year



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February 2021 Financial Report

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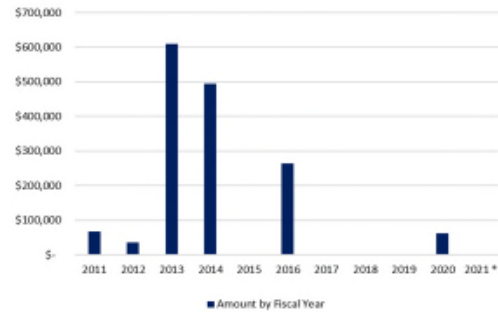
WORKERS' COMPENSATION INSURANCE - ANALYSIS OF CLAIMS

Amount & Status of Claims by Fiscal Year

Fiscal Year	Amount by Fiscal Year	Claim Status
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



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February 2021 Financial Report

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CARES ACT FUNDING AGREEMENT WITH BROWARD COUNTY

Cares Act Funding Overview

- ▶ Total CARES ACT funding awarded to the Town was \$229,791.77
- ▶ Total funding for projects not-applicable to the Town was \$71,785.15 and was designated back to the County.
- ▶ CARES ACT expenses were submitted for reimbursement during the timeline of March 1 thru December 10, 2020. Full reimbursement of the amount submitted totaling \$72,305.77 was received on February 14, 2021.
- ▶ CARES ACT sub-agreement expired December 10, 2020. Amount unused is \$85,700.85. At this time, the County has not notified the Town of any further timelines for using these funds.

Project Award Type	Use of Funds	Amount Awarded	Amount Designated Back to County	Amount Received	Amount Unused
Non - Entitlement Cities	Not-Applicable for the Town	\$ 11,785.93	\$ 11,785.93	\$ -	\$ -
Residential Assistance	Not-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	Not-Applicable for the Town	\$ 11,017.18	\$ 11,017.18	\$ -	\$ -
		\$ 229,791.77	\$ 71,785.15	\$ 72,305.77	\$ 85,700.85



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February 2021 Financial Report

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MEMORANDUM

TO: Mayor Deb Tarrant and Commissioners
FROM: Stephen Bloom, Finance Director
CC: Commissioner Vicky Feaman, Treasurer / Ken Cassel, Project Manager
DATE: March 22, 2021
SUBJECT: February Financial Report

Please find included in this agenda item the February 2021 financial report. At this point in the fiscal year (through February), the revenues and expenditures should be at approximately 41.67% of the adopted budget. To further assist with your review, an overview of each of the Town's funds is provided below.

General Fund

- Total funding through February was at 73.6% of the annual budget.
 - Ad valorem taxes are 89.7% collected through February.
- Total expenditures through February were at 43.6% of the annual budget.

Special Revenue Funds

Community Bus

- Total funding through February were at 34.7% of the annual budget.
- Total expenditures through February were at 24.2% of the annual budget.

Marine Law Enforcement Grant

- Total funding and expenditures through February were at 42.3% of the annual budget.

Building Permits

- Total funding through February were at 52.4% of the annual budget.
- Total expenditures through February were at 47% of the annual budget.

P&Z and Code Compliance

- Total funding and expenditures through February were at 38.1% of the annual budget.

Federal Forfeitures / Asset Sharing

- Total funds available through February - \$87,778.

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 February were at 83.3% of the annual budget.

MEMORANDUM

Town of Hillsboro Beach

Subject: February Financial Report

Page 2

Water Fund – (Operations)

- Total funding through February was at 36.2% of the annual budget.
- The water usage billings through February (YTD) were down by 14.2% compared to last year at the same time.
- The total gallons used for the month of February was up by 6.3% or 1,021 thousand gallons compared to last month.
- The chart below compares the usage for February by category (Single Family, Multi Family, Irrigation) with last month and with the prior year - February 2020. The “Change in usage” and “% change” compares the current month with the prior month.

Usage Comparison in thousands)

Service Type	(Prior Yr)			Month-to-Month Change	
	Feb-20	Jan-21	Feb-21	Change in Usage	% Change
Irrigation	7,659	7,826	7,989	163	2.1%
Single Family	2,370	1,960	2,269	309	15.8%
Multi Family	7,506	6,392	6,941	549	8.6%
Total	17,535	16,178	17,199	1,021	6.3%

- Total expenses through February were at 37.4% of the annual budget.

Debt Service – (State Revolving Loans)

- Total funding through February was 41.7% of the annual budget.
- The loan payment for the water plant was made on March 15, 2021.
- The next loan payment for the water main project will be made on May 15, 2021.

Capital Projects Fund – (Water Fund Improvements)

- Total funding and expenditures through February were 4.8% of the annual budget.

Town of Hillsboro Beach

Financial Report

February 28, 2021

Prepared by



Town of Hillsboro Beach

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Town of Hillsboro Beach

Financial Statements

(Unaudited)

February 28, 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	\$ 5,054,485	\$ 61,885	\$ 73,443	\$ 2,691,237	\$ 7,881,050
Accounts Receivable	87,799	19,669	-	250,277	357,745
Allow -Doubtful Accounts	(26,072)	-	-	(32,187)	(58,259)
Due From Other Gov'tl Units	39,842	43,867	-	500	84,209
Deferred Outflow of Resources	-	-	-	84,510	84,510
Fuel	2,744	-	-	-	2,744
Money Market Account	-	103,219	-	-	103,219
Prepaid Items	150,275	-	-	1,215	151,490
Total Current Assets	5,309,073	228,640	73,443	2,995,552	8,606,708
Noncurrent Assets					
Fixed Assets					
Buildings	-	-	-	2,037,360	2,037,360
Accum Depr - Buildings	-	-	-	(821,498)	(821,498)
Distribution System	-	-	-	11,713,307	11,713,307
Plant Improvements	-	-	-	608,583	608,583
Infrastructure	-	-	-	102,068	102,068
Accum Depr - Infrastructure	-	-	-	(2,450,033)	(2,450,033)
Equipment	-	-	-	140,393	140,393
Meters	-	-	-	409,486	409,486
Vehicles	-	-	-	104,552	104,552
Accum Depr - Equip/Furniture	-	-	-	(565,423)	(565,423)
Total Noncurrent Assets	-	-	-	11,278,795	11,278,795
TOTAL ASSETS	\$ 5,309,073	\$ 228,640	\$ 73,443	\$ 14,274,347	\$ 19,885,503

LIABILITIES

Current Liabilities

Accounts Payable	\$ 55,293	\$ 43,060	\$ 58,815	\$ 31,084	\$ 188,252
Accrued Expenses	130,301	38,533	14,628	4,165	187,627
DBPR/DCA/BRA Surcharges	-	2,919	-	-	2,919
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	75,730	-	-	13,657	89,387
Accrued Taxes Payable	5,794	-	-	1,042	6,836
Payroll Deduction - Misc.	7,253	-	-	2,416	9,669
Deferred Compensation-ICMA 457	2,223	-	-	575	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	857	-	-	77	934
Deposits	8,125	-	-	-	8,125
Total Current Liabilities	312,636	84,512	73,443	723,513	1,194,104
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	312,636	84,512	73,443	9,711,462	10,182,053

FUND BALANCES / NET ASSETS

Fund Balances

Nonspendable:

Prepaid Items	150,275	-	-	-	150,275
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Restricted for:

Special Revenue	-	144,128	-	-	144,128
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Assigned to:

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

	4,837,955	-	-	-	4,837,955
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Net Assets

Invested in capital assets, net of related debt	-	-	-	2,070,440	2,070,440
Unrestricted/Unreserved	-	-	-	2,492,445	2,492,445

TOTAL FUND BALANCES / NET ASSETS	\$ 4,996,437	\$ 144,128	\$ -	\$ 4,562,885	\$ 9,703,450
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TOTAL LIABILITIES & FUND BALANCES / NET ASSETS	\$ 5,309,073	\$ 228,640	\$ 73,443	\$ 14,274,347	\$ 19,885,503
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**Statement of Revenues, Expenditures and Changes in Fund Balances
General Fund**

For the Period Ending February 28, 2021

(41.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Feb-20	Variance Fav (unfav)
FUNDING						
Revenues						
Property Taxes	\$ 4,884,842	\$ 4,369,866	\$ 514,976	89.5%	\$ 4,270,670	\$ 99,196
Other Local Taxes	260,000	117,160	142,840	45.1%	116,613	548
Intergovernmental Revenues	151,536	150,048	1,488	99.0%	74,249	75,799
Fines & Forfeitures	2,550	1,114	1,436	43.7%	987	127
Miscellaneous Revenues	53,000	48,309	4,691	91.1%	32,428	15,881
Interest Income	33,000	15,685	17,315	47.5%	54,233	(38,548)
Total Revenues	5,384,928	4,702,182	682,746	87.3%	4,549,180	153,002
Other Sources						
Transfer In	50,000	20,833	29,167	41.7%	20,833	-
Use / (Add't) Fund Balance	981,013	-	-	0.0%	-	-
Total Other Sources	1,031,013	20,833	29,167	2.0%	20,833	-
TOTAL FUNDING	6,415,941	4,723,016	711,912	73.6%	4,570,013	153,002
EXPENDITURES						
Town Commission	46,603	13,674	32,929	29.3%	14,904	1,230
Town Manager	319,821	120,953	198,868	37.8%	122,824	1,870
Town Clerk	258,583	75,012	183,571	29.0%	85,017	10,005
Police	2,952,458	1,252,744	1,699,714	42.4%	1,195,338	(57,406)
Facility Services	217,518	94,875	122,643	43.6%	89,919	(4,956)
Finance	117,480	42,124	75,356	35.9%	39,979	(2,145)
Fire Rescue	833,021	347,092	485,929	41.7%	341,357	(5,735)
Solid Waste	334,682	132,245	202,437	39.5%	111,756	(20,489)
Beaches	587,000	107,976	479,024	18.4%	251,929	143,953
Charitable Donations	6,344	3,844	2,500	60.6%	-	(3,844)
Contingency	157,479	-	157,479	0.0%	-	-
TOTAL EXPENSES	5,830,989	2,190,539	\$ 3,640,450	37.6%	2,253,023	62,484
Interfund Transfer - Out	584,952	607,836	(22,884)	103.9%	44,605	(563,232)
TOTAL EXPENDITURES	6,415,941	2,798,375	\$ 3,617,566	43.6%	2,297,627	(500,748)
Total Funding over (under)						
Expenditures	\$ -	1,924,641			\$ 2,272,386	\$ (347,745)
Fund Balance - Beginning		3,071,796				
Fund Balance - Ending		\$ 4,996,437				



General Fund - Revenue
For the Period Ending February 28, 2021

(41.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Feb-20	Variance Fav (unfav)
FUNDING						
Revenues						
Property Tax						
Ad Valorem Taxes	\$ 5,066,779	\$ 4,546,107	\$ 520,672	89.7%	\$ 4,434,473	\$ 111,634
Ad Valorem Taxes - Prior Years	3,000	293	2,707	9.8%	7,874	(7,581)
Ad Valorem Taxes - Discounts	(184,937)	(176,534)	(8,403)	95.5%	(171,677)	(4,858)
Total - Property Tax	4,884,842	4,369,866	514,976	89.5%	4,270,670	99,196
Other Local Taxes						
FPL Franchise	230,000	100,446	129,554	43.7%	99,949	497
Local Communications Tax	30,000	16,715	13,285	55.7%	16,664	51
Total - Other Local Taxes	260,000	117,160	142,840	45.1%	116,613	548
Intergovernmental Revenues						
Occupational Licenses	1,900	270	1,630	14.2%	292	(22)
FDLE - JAG grant	-	2,170	(2,170)	n/a	537	1,633
State Revenue Sharing	24,000	17,283	6,717	72.0%	18,917	(1,634)
Alcoholic Beverage License	636	-	636	0.0%	-	-
Half-Cent Sales Tax	125,000	54,519	70,481	43.6%	54,502	16
Interlocal Agreement	-	75,806	(75,806)	n/a	-	75,806
Total - Intergov. Revenues	151,536	150,048	1,488	99.0%	74,249	75,799
Fines & Forfeitures						
Judgments and Fines	2,500	1,064	1,436	42.6%	987	77
Other Fines and/or Forfeits	50	50	-	100.0%	-	50
Total - Fines & Forfeitures	2,550	1,114	1,436	43.7%	987	127
Miscellaneous Revenue						
Miscellaneous	3,000	1,435	1,565	47.8%	1,079	356
Police Reimbursement	35,000	15,473	19,527	44.2%	24,049	(8,576)
Insurance Reimbursements	-	22,401	(22,401)	n/a	-	22,401
Lien Search Fee	15,000	9,000	6,000	60.0%	7,300	1,700
Total - Misc. Revenue	53,000	48,309	4,691	91.1%	32,428	15,881
Interest Income						
Interest - Investments	65,000	19,814	45,186	30.5%	38,308	(18,494)
Interest - Tax Collector	3,000	55	2,945	1.8%	2,358	(2,304)
Net Incr (Decr) In FMV-Invest	(35,000)	(4,184)	(30,816)	12.0%	13,566	(17,750)
Total - Interest Income	33,000	15,685	17,315	47.5%	54,233	(38,548)
Total Revenue	5,384,928	4,702,182	682,746	87.3%	4,549,180	153,002



General Fund - Revenue
For the Period Ending February 28, 2021

(41.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Feb-20	Variance Fav (unfav)
Transfer In						
Water Fund	50,000	20,833	29,167	41.7%	20,833	-
Total - Transfer In	50,000	20,833	29,167	41.7%	20,833	-
Use / (Add't) Fund Balance	981,013	-	981,013	0.0%	-	-
TOTAL FUNDING	6,415,941	4,723,016	1,692,925	73.6%	4,570,013	153,002



General Fund - Town Commission

For the Period Ending February 28, 2021

(41.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Feb-20	Variance Fav (unfav)
Personal Services						
Mayor/Commission Stipend	\$ 28,800	\$ 12,000	\$ 16,800	41.7%	\$ 12,000	\$ -
FICA	2,203	918	1,285	41.7%	918	-
Total Personal Services	31,003	12,918	18,085	41.7%	12,918	-
Operating Expenses						
Election Fees	3,600	406	3,194	11.3%	108	(298)
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%	1,878	1,528
Total Operating Expenses	15,600	756	14,844	4.8%	1,986	1,230
TOTAL COMMISSION	\$ 46,603	\$ 13,674	\$ 32,929	29.3%	\$ 14,904	\$ 1,230



General Fund - Town Manager
For the Period Ending February 28, 2021

(41.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Feb-20	Variance Fav (unfav)
Personal Services						
Salaries	\$ 139,514	\$ 57,488	\$ 82,026	41.2%	\$ 56,203	\$ (1,285)
Payroll - Vacation	11,856	2,683	9,173	22.6%	-	(2,683)
Car Allowance	6,500	2,500	4,000	38.5%	2,500	-
FICA	12,077	4,493	7,584	37.2%	4,246	(247)
Florida Retirement System	41,309	15,375	25,934	37.2%	14,194	(1,181)
Health and Life Insurance	18,252	10,617	7,635	58.2%	8,050	(2,567)
Workers' Comp Insurance	213	63	150	29.4%	82	20
Unemployment Compensation	500	-	500	0.0%	-	-
Total Personal Services	230,221	93,218	137,003	40.5%	85,276	(7,943)
Operating Expenses						
Town Attorney	75,000	25,075	49,925	33.4%	35,441	10,366
Prof. Services - IT Services	9,100	1,688	7,413	18.5%	1,500	(188)
Miscellaneous	1,000	973	27	97.3%	-	(973)
Computer Expense / Supplies	1,000	-	1,000	0.0%	-	-
Training Expenses	3,500	-	3,500	0.0%	7	7
Total Operating Expenses	89,600	27,735	61,865	31.0%	37,548	9,813
TOTAL TOWN MANAGER	\$ 319,821	\$ 120,953	\$ 198,868	37.8%	\$ 122,824	\$ 1,870



General Fund - Town Clerk
For the Period Ending February 28, 2021

(41.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date	Variance
					Feb-20	Fav (unfav)
Personal Services						
Salaries	\$ 117,426	\$ 32,743	\$ 84,683	27.9%	\$ 30,633	\$ (2,110)
Payroll - Vacation	2,301	-	2,301	0.0%	920	920
Employee Award	-	200	(200)	n/a	-	(200)
FICA	9,159	2,507	6,652	27.4%	2,400	(107)
Florida Retirement System	11,973	3,068	8,905	25.6%	2,581	(487)
Health and Life Insurance	31,562	7,948	23,614	25.2%	7,191	(756)
Workers' Comp Insurance	180	53	127	29.4%	71	18
Unemployment Compensation	250	-	250	0.0%	-	-
Total Personal Services	172,851	46,518	126,333	26.9%	43,797	(2,721)
Operating Services						
Coding Ordinance	3,000	1,085	1,915	36.2%	1,211	126
Prof. Services- Digitize records	10,000	203	9,797	2.0%	-	(203)
Contracts - Minutes Preparation	3,000	1,313	1,688	43.8%	-	(1,313)
Temporary Labor	-	7,116	(7,116)	n/a	8,202	1,086
Contracts - Other Services	4,000	1,210	2,790	30.2%	5,686	4,477
Software Maintenance/Support	16,065	3,396	12,669	21.1%	4,848	1,452
Postage and Freight	2,500	712	1,788	28.5%	1,047	335
Copier	6,100	1,866	4,234	30.6%	3,065	1,199
Advertising	10,000	3,693	6,307	36.9%	4,571	878
Office Supplies	5,900	656	5,244	11.1%	1,689	1,034
Website Support	4,967	2,069	2,898	41.7%	2,070	0
Subscriptions and Memberships	5,700	1,329	4,371	23.3%	5,324	3,995
Office Equipment	1,000	225	775	22.5%	-	(225)
Training Expenses	3,500	150	3,350	4.3%	597	447
Resident Mailings	10,000	3,285	6,715	32.9%	2,909	(377)
Total Operating Services	85,732	28,494	57,238	33.2%	41,220	12,726
TOTAL TOWN CLERK	\$ 258,583	\$ 75,012	\$ 183,571	29.0%	\$ 85,017	\$ 10,005



General Fund - Police

For the Period Ending February 28, 2021

(41.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date	Variance
					Feb-20	Fav (unfav)
Personal Services						
Salaries	\$ 1,551,140	\$ 657,742	\$ 893,398	42.4%	\$ 641,239	\$ (16,503)
Paid Holidays	50,201	32,600	17,601	64.9%	34,912	2,313
Overtime	20,000	10,942	9,058	54.7%	9,142	(1,800)
Overtime - Task Force	26,000	11,714	14,286	45.1%	12,124	410
Sick Leave Cash Out	31,000	27,737	3,263	89.5%	30,638	2,901
Incentive	17,270	6,475	10,795	37.5%	5,448	(1,026)
Employee Award	-	4,200	(4,200)	n/a	-	(4,200)
FICA	129,715	58,463	71,252	45.1%	56,609	(1,854)
Florida Retirement System	370,871	147,855	223,016	39.9%	150,726	2,871
Health and Life Insurance	460,326	172,684	287,642	37.5%	163,600	(9,085)
Workers' Comp Insurance	42,153	12,382	29,771	29.4%	13,714	1,332
Tuition Reimbursement	2,250	-	2,250	0.0%	-	-
AD&D Insurance	739	279	460	37.8%	280	1
Unemployment Compensation	1,000	113	887	11.3%	-	(113)
Total Personal Services	2,702,665	1,143,184	1,559,481	42.3%	1,118,432	(24,753)
Operating Expenses						
Contracts - Other Services	22,856	8,462	14,394	37.0%	4,106	(4,356)
Town Attorney	5,000	-	5,000	0.0%	-	-
Prof. Services - IT Services	5,000	885	4,115	17.7%	903	18
Telephone Services	4,100	1,089	3,011	26.6%	1,491	402
Mobile Phones	4,140	1,424	2,716	34.4%	1,937	514
Postage	500	94	406	18.9%	56	(38)
Electricity	8,500	3,242	5,258	38.1%	3,311	69
Liability and Property Insurance	23,188	9,766	13,422	42.1%	8,401	(1,365)
Building Repairs & Maintenance	5,000	1,036	3,964	20.7%	198	(838)
Radio Maintenance	2,100	-	2,100	0.0%	-	-
Auto Repairs and Maintenance	25,000	3,503	21,497	14.0%	9,391	5,888
Boat Repairs and Maintenance	30,000	20,573	9,427	68.6%	4,094	(16,479)
ATV Repairs and Maintenance	1,500	181	1,319	12.1%	146	(35)
Rental - Vehicles	9,500	4,429	5,071	46.6%	3,741	(688)
Vehicles - GPS	1,364	324	1,040	23.7%	-	(324)
Copier	3,000	1,058	1,942	35.3%	1,589	531
Miscellaneous Services	1,500	-	1,500	0.0%	20	20
Internet Service	6,550	2,643	3,907	40.4%	2,764	120
Physical Examinations	2,500	290	2,210	11.6%	435	145
Office Supplies	3,000	839	2,161	28.0%	199	(639)
Operating Supplies	10,000	1,775	8,225	17.8%	1,406	(369)
Fuel & Oil	32,000	9,366	22,634	29.3%	13,647	4,281



General Fund - Police

For the Period Ending February 28, 2021

(41.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date	Variance
					Feb-20	Fav (unfav)
Uniforms Supplies	15,000	6,164	8,836	41.1%	4,615	(1,549)
Investigation Division	1,500	147	1,353	9.8%	403	256
Subscriptions and Memberships	1,995	2,839	(844)	142.3%	1,455	(1,384)
Protective PPE	2,500	5,616	(3,116)	224.7%	-	(5,616)
Protective PPE (Facilities)	2,500	21,314	(18,814)	852.6%	-	(21,314)
Education / Training	20,000	2,500	17,500	12.5%	12,597	10,098
Total Operating Expenses	249,793	109,559	140,234	43.9%	76,906	(32,653)
TOTAL POLICE	\$ 2,952,458	\$ 1,252,744	\$ 1,699,714	42.4%	\$ 1,195,338	\$ (57,406)



General Fund - Facility Services
For the Period Ending February 28, 2021

(41.67% Yr Complete)

Description						PRIOR YEAR	
	Annual	Year to Date	Amount	% of	Year to Date	Variance	
	Budget	Actual	Remaining	Annual Budget	Feb-20	Fav (unfav)	
Personal Services							
Salaries	\$ 48,818	\$ 20,231	\$ 28,587	41.4%	\$ 21,107	\$ 876	
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	1,702	2,463	40.9%	1,888	186	
Florida Retirement System	5,445	1,872	3,573	34.4%	1,772	(99)	
Health and Life Insurance	33,969	10,763	23,206	31.7%	12,213	1,450	
Workers' Comp Insurance	1,709	502	1,207	29.4%	925	423	
Total Personal Services	99,737	37,147	62,590	37.2%	41,472	4,325	
Operating Expenses							
Telephone Service	8,400	1,633	6,767	19.4%	3,068	1,435	
Utility - Water	7,050	2,490	4,560	35.3%	2,778	287	
Electricity	4,000	1,432	2,568	35.8%	1,545	113	
Utility - Sewer	900	279	621	31.0%	314	34	
Internet Service	5,500	2,053	3,447	37.3%	2,178	125	
Liability and Property Insurance	19,531	8,781	10,750	45.0%	7,076	(1,704)	
Pest Control - Building/Grounds	1,200	480	720	40.0%	480	-	
R&M - Equipment	10,000	826	9,174	8.3%	1,242	416	
R&M - Grounds	2,000	920	1,080	46.0%	147	(773)	
Landscape Maintenance	10,000	845	9,155	8.4%	2,550	1,705	
Town Hall Maint. / Repairs	8,000	7,355	646	91.9%	1,916	(5,438)	
Generator Maint. Contract	5,200	4,200	1,000	80.8%	338	(3,862)	
R&M - Bocce Court	5,000	4,826	174	96.5%	2,488	(2,337)	
Operating Supplies - General	4,000	1,338	2,662	33.4%	4,993	3,656	
Town Events	25,000	12,637	12,363	50.5%	17,332	4,695	
Protective PPE	-	4,030	(4,030)	n/a	-	(4,030)	
Protective PPE (Facilities)	-	3,602	(3,602)	n/a	-	(3,602)	
A/C Maintenance Contract	2,000	-	2,000	0.0%	-	-	
Total Operating Expenses	117,781	57,728	60,053	49.0%	48,447	(9,281)	



General Fund - Other Departments

For the Period Ending February 28, 2021

(41.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Feb-20	Variance Fav (unfav)
Finance						
Auditing Services	\$ 19,500	\$ 1,625	\$ 17,875	8.3%	\$ -	\$ (1,625)
Accounting/Financial Services	87,640	36,502	51,138	41.6%	35,648	(854)
Investment Services	10,340	3,997	6,343	38.7%	4,195	198
Bank Fees	-	-	-	n/a	135	135
Total Finance Expense	117,480	42,124	75,356	35.9%	39,979	(2,145)
Fire Rescue						
Fire Service Agreement	833,021	347,092	485,929	41.7%	341,357	(5,735)
Total Fire Rescue Expense	833,021	347,092	485,929	41.7%	341,357	(5,735)
Solid Waste						
Contracts Services	334,682	132,245	202,437	39.5%	111,756	(20,489)
Total Solid Waste Expense	334,682	132,245	202,437	39.5%	111,756	(20,489)
Beach Management						
Engineering – Legal Matters	50,000	-	50,000	0.0%	16,173	16,173
Engineering – Other	15,000	-	15,000	0.0%	-	-
Beach Attorney	500,000	102,506	397,494	20.5%	205,406	102,901
Beach Salvage (Boat removal)	2,000	5,470	(3,470)	273.5%	859	(4,611)
Buoys	20,000	-	20,000	0.0%	-	-
Total Beach Management Expense	587,000	107,976	479,024	18.4%	251,929	143,953
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	633,280	1,402,726		745,021	111,740



General Fund - Other Departments

For the Period Ending February 28, 2021

(41.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Feb-20	Variance Fav (unfav)
Transfer Out						
To Transportation Fund	-	-	-	n/a	7,321	7,321
To P&Z and Code Enf. Fund	38,500	5,360	33,140	13.9%	7,622	2,262
To Debt Service Fund	387,952	420,854	(32,902)	108.5%	-	(420,854)
To General Fund CIP	158,500	181,622	(23,122)	114.6%	29,662	(151,961)
Total Transfer Out	584,952	607,836	(22,884)	103.9%	\$ 44,605	\$ (563,232)
TOTAL OTHER DEPARTMENTS	\$ 2,620,958	\$ 1,241,117	\$ 1,379,841	47.4%	\$ 789,625	\$ (451,491)
TOTAL GENERAL FUND EXPENDITURES	\$ 6,415,941	\$ 2,798,375	\$ 3,617,566	43.6%	\$ 2,297,627	\$ (500,748)



Notes to the Financial Statements - General Fund February 28, 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 41.67% through February. Below is an analysis of revenues and expenditures that have significant variances compared to the budget.

Variance Analysis

Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
Revenues				
FDLE - JAG grant	-	2,170	N/A	JAG Grant for bulletproof vests
Interlocal Agreement	-	75,806	N/A	Broward County Cares Act reimbursements
Insurance Reimbursement	-	22,401	N/A	Reimbursement for vehicle collision damage
Expenditures				
<u>Town Manager</u>				
Life and Health Insurance	18,252	10,617	58.2%	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	1,313	43.8%	Summary meeting minutes and zoning minutes
Temporary Labor	-	7,116	N/A	Temporary Administrative Assistant
<u>Police</u>				
Payroll-Salaries	1,551,140	657,742	42.4%	Police officer's salaries includes hours for COVID
Paid Holidays	50,201	32,600	64.9%	Paid for holidays
Overtime	20,000	10,942	54.7%	Staffing during vacations, sick time and COVID
Overtime - Task Force	26,000	11,714	45.1%	DEA overtime
Sick Leave Cash Out	31,000	27,737	89.5%	Paid out annually in December
Liability and Property Insurance	23,188	9,766	42.1%	General Liability/Auto/Property insurance
Boat Repairs and Maintenance	30,000	20,573	68.6%	Boat and engine repairs, GPS, rewire dash panel, engine capacitor, fuel hose
Rental - Vehicle	9,500	4,429	46.6%	Rental of vehicles for special duty
Subscriptions and Memberships	1,995	2,839	142.3%	Annual memberships for BCCPA, FCPA, FL MLUR, FLA-PAC, IACP, NIGP SEFL, FBINAA, Adobe subscription
Protective PPE	2,500	5,616	224.7%	Black masks, blue masks with logo, hand sanitizer stand, gloves
Protective PPE (Facilities)	2,500	21,314	852.6%	Fogging and sanitizing services, hand sanitizer, soap dispenser, HEPA Rx UV Filter machine, cleaning supplies
<u>Facility Services</u>				
Sick Leave Cash Out	1,876	1,878	100.1%	Paid out annually in December
Liability and Property Insurance	19,531	8,781	45.0%	General Liability/Auto/Property insurance
R&M - Grounds	2,000	920	46.0%	Flush cut, grind & remove tree, repair equipment, trash bags, light bulbs
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	4,200	80.8%	Remove/replace transfer switch controller, quarterly generator maintenance
R&M - Bocce Court	5,000	4,826	96.5%	Remove/replace concrete slab at bocce court, trash bin
Town Events	25,000	12,637	50.5%	Holiday decorations, community shredding
Protective PPE	-	4,030	N/A	Hand sanitizer stand, gloves, blue masks with logo
Protective PPE (Facilities)	-	3,602	N/A	Acrylic shields in Commission Chambers
<u>Beach Management</u>				
Beach Salvage (Boat Removal)	2,000	5,470	273.5%	Mobilization, beach tilling, scarp removal



Statement of Revenues, Expenditures and Changes in Fund Balances
Special Revenue Fund - Transportation (Community Bus)
For the Period Ending February 28, 2021

(41.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Feb-20	Variance Fav (unfav)
<u>FUNDING</u>						
Revenues						
Local Option Gas Tax	35,971	12,302	23,669	34.2%	14,346	(2,044)
County Transportation Grant	81,900	28,547	53,353	34.9%	8,284	20,263
Total Revenues	117,871	40,849	77,022	34.7%	22,630	18,219
<u>Other Sources</u>						
Transfer In	-	-	-	n/a	7,321	(7,321)
Total Other Sources	-	-	-	n/a	7,321	(7,321)
TOTAL FUNDING	117,871	40,849	77,022	34.7%	29,951	10,898
<u>EXPENDITURES</u>						
Contractual Services	81,900	28,547	53,353	34.9%	29,951	1,404
Reserves - Future Use	35,971	-	35,971	0.0%	-	-
TOTAL EXPENDITURES	117,871	28,547	\$ 89,324	24.2%	29,951	1,404
Total Funding over (under)						
Expenditures	\$ -	12,302			\$ -	\$ 12,302
Fund Balance - Beginning		30,696				
Fund Balance - Ending		\$ 42,998				



Statement of Revenues, Expenditures and Changes in Fund Balances
Special Revenue Fund - Marine Law Enforcement Grant
For the Period Ending February 28, 2021

(41.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Feb-20	Variance Fav (unfav)
<u>FUNDING</u>						
Revenues						
Marine Law Enforcement Grant	30,336	12,820	17,516	42.3%	7,917	4,903
Total Revenues	30,336	12,820	17,516	42.3%	7,917	4,903
TOTAL FUNDING	30,336	12,820	17,516	42.3%	7,917	4,903
<u>EXPENDITURES</u>						
Police Wages	30,336	12,820	17,516	42.3%	7,917	(4,903)
TOTAL EXPENDITURES	30,336	12,820	\$ 17,516	42.3%	7,917	(4,903)
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 February 28, 2021

(41.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Feb-20	Variance Fav (unfav)
<u>FUNDING</u>						
Revenues						
Building Permit Fees	250,000	129,206	120,794	51.7%	166,315	(37,109)
Building Admin Fees	-	1,750	(1,750)	n/a	-	1,750
Total Revenues	250,000	130,956	119,044	52.4%	166,315	(35,359)
TOTAL FUNDING	250,000	130,956	119,044	52.4%	166,315	(35,359)
<u>EXPENDITURES</u>						
ProfServ-Building Permits - RMA	30,000	6,650	23,350	22.2%	15,875	9,225
ProfServ-Building Permits - CGA	212,500	106,824	105,676	50.3%	140,860	34,037
Credit Card Processing Fees	7,500	4,131	3,369	55.1%	2,126	(2,005)
Total Building Permits	250,000	117,605	132,395	47.0%	158,862	41,257
TOTAL EXPENDITURES	250,000	117,605	\$ 132,395	47.0%	158,862	41,257
Total Funding over (under)						
Expenditures	\$ -	13,351			\$ 7,453	\$ 5,897
Fund Balance - Beginning			-			
Fund Balance - Ending		\$ 13,351				



Statement of Revenues, Expenditures and Changes in Fund Balances
Special Revenue Fund - P&Z and Code Compliance
For the Period Ending February 28, 2021

(41.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Feb-20	Variance Fav (unfav)
<u>FUNDING</u>						
Revenues						
Planning & Zoning Fees	10,000	9,425	575	94.3%	1,050	8,375
Fire Fees	1,500	4,250	(2,750)	283.3%	-	4,250
Total Revenues	11,500	13,675	(2,175)	118.9%	1,050	12,625
<u>Other Sources</u>						
Transfer In	38,500	5,360	33,140	13.9%	7,622	(2,262)
Total Other Sources	38,500	5,360	33,140	13.9%	7,622	(2,262)
TOTAL FUNDING	50,000	19,035	30,965	38.1%	8,672	10,363
<u>EXPENDITURES</u>						
P&Z and Code Compliance						
ProfServ-General Admin - RMA	15,000	4,675	10,325	31.2%	4,750	75
ProfServ-Site Planning - RMA	10,000	5,500	4,500	55.0%	6,350	850
ProfServ-Engineering - Other	10,000	2,950	7,050	29.5%	1,400	(1,550)
Code Compliance	15,000	5,910	9,090	39.4%	3,625	(2,285)
Total P&Z, and Code Compliance	50,000	19,035	30,965	38.1%	16,125	(2,910)
TOTAL EXPENDITURES	50,000	19,035	\$ 30,965	38.1%	16,125	(2,910)
Total Funding over (under)						
Expenditures	\$ -	-			\$ (7,453)	\$ 7,453
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 February 28, 2021

(41.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Feb-20	Variance Fav (unfav)
<u>FUNDING</u>						
Revenues						
Federal Forfeitures	-	-	-	n/a	16,878	(16,878)
Interest Income	-	188	(188)	n/a	1,479	(1,291)
Total Revenues	-	188	(188)	n/a	18,358	(18,170)
TOTAL FUNDING						
	-	188	(188)	n/a	18,358	(18,170)
<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	\$	-	(77,171)		\$	18,358
					\$	(95,529)
Fund Balance - Beginning		164,949				
Fund Balance - Ending		\$ 87,778				



Statement of Revenues, Expenditures and Changes in Fund Balances
Debt Service Fund - (FEMA Bridge Loan)
For the Period Ending February 28, 2021

(41.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Feb-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 February 28, 2021

(41.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Feb-20	Variance Fav (unfav)
<u>FUNDING</u>						
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	181,622	(23,122)	114.6%	29,662	151,961
Total Other Sources	158,500	181,622	(23,122)	114.6%	29,662	151,961
TOTAL FUNDING	218,000	181,622	36,378	83.3%	29,662	151,961
<u>EXPENDITURES</u>						
Land Purchase						
Town Attorney	-	1,085	(1,085)	n/a	19,722	18,637
Miscellaneous Services	-	28,632	(28,632)	n/a	1,271	(27,360)
Contracts - Other Services	-	-	-	n/a	6,200	6,200
Total Land Purchase Expense	-	29,717	(29,717)	n/a	28,668	(1,049)
Beach Projects						
Engineering – Monitoring (FY20 Proj.)	54,500	33,245	21,255	61.0%	-	(33,245)
Engineering – Qtrly Monitoring	5,000	-	5,000	0.0%	-	-
Total Beach Project Expense	59,500	33,245	26,255	55.9%	-	(33,245)
Miscellaneous						
Underground Utility Project	35,000	4,763	30,238	13.6%	995	(3,768)
Police Cars / Equipment	66,000	113,898	(47,898)	172.6%	-	(113,898)
Comm. Chambers Upgrade	50,000	-	50,000	0.0%	-	-
Comm. Chambers Modifications	7,500	-	7,500	0.0%	-	-
Total Misc. Expense	158,500	118,661	39,839	74.9%	995	(117,666)
TOTAL EXPENDITURES	218,000	181,623	36,377	83.3%	29,662	(151,960)
Total Funding over (under)						
Expenditures	\$ -	-			\$ -	\$ 303,921
Fund Balance - Beginning			-			
Fund Balance - Ending		\$ -				



Statement of Revenues, Expenditures and Changes in Fund Balances
Water Fund (Summary)
For the Period Ending February 28, 2021

(41.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Feb-20	Variance Fav (unfav)
<u>FUNDING</u>						
Revenue						
Water Service Revenue	\$ 1,326,480	\$ 503,280	\$ 823,200	37.9%	\$ 554,448	\$ (51,168)
Water Surcharge	346,700	145,082	201,618	41.8%	144,637	445
Other Miscellaneous Revenue	135,247	25,175	110,072	18.6%	34,270	(9,095)
Total Revenue	1,808,427	673,537	1,134,890	37.2%	733,355	(59,818)
Other Sources						
Transfer In	477,496	202,327	275,169	42.4%	172,838	29,489
Loan Proceeds	640,000	-	640,000	0.0%	-	-
Total Other Sources	1,117,496	202,327	915,169	18.1%	172,838	29,489
TOTAL FUNDING	2,925,923	875,864	2,050,059	29.9%	906,192	(30,329)
<u>EXPENSES</u>						
Personal Services	535,294	220,927	314,367	41.3%	218,960	(1,968)
Operating Expenses	398,937	102,605	296,332	25.7%	104,269	1,663
Debt Service Expenses	811,446	203,725	607,721	25.1%	189,665	(14,060)
Capital Projects	648,500	27,182	621,318	4.2%	-	(27,182)
Repair & Renewal	65,000	6,813	58,187	10.5%	4,506	(2,307)
Transfer Out	527,496	223,160	304,336	42.3%	193,671	(29,489)
TOTAL EXPENSES	2,986,673	784,413	2,202,260	26.3%	711,070	(73,342)
Total Funding over (under)						
Expenses	<u>\$ (60,750)</u>	<u>\$ 91,451</u>			<u>\$ 195,122</u>	<u>\$ 43,014</u>
Net Assets - Beginning		4,471,434				
Net Assets - Ending		\$ 4,562,885				



**Statement of Revenues, Expenses and Changes in Net Assets
Water Fund (Operations)**

For the Period Ending February 28, 2021

(41.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR		
					Year to Date Feb-20	Variance Fav (unfav)	
FUNDING							
Revenue							
Water Service							
Water-Base Rate	\$ 472,000	\$ 196,455	\$ 275,545	41.6%	\$ 196,695	\$ (240)	
Water-Usage	854,480	306,825	547,655	35.9%	357,753	(50,928)	
Total Water Service Revenue	1,326,480	503,280	823,200	37.9%	554,448	(51,168)	
Other Revenue							
Miscellaneous Revenues	5,500	2,354	3,146	42.8%	2,482	(128)	
Sprint Spectrum Cell Tower	65,675	-	65,675	0.0%	-	-	
T-Mobile Cell Tower	33,072	13,780	19,292	41.7%	13,250	530	
Hillsboro Inlet	6,000	3,000	3,000	50.0%	2,500	500	
Interest	30,000	7,603	22,397	25.3%	10,973	(3,370)	
Net Incr (Decr) In FMV-Invest	(5,000)	(1,562)	(3,438)	31.2%	5,065	(6,627)	
Total Other Revenue	135,247	25,175	110,072	18.6%	34,270	(9,095)	
TOTAL FUNDING	1,461,727	528,455	933,272	36.2%	588,718	(60,263)	
EXPENSES							
Personal Services							
Salaries	344,997	134,094	210,903	38.9%	138,689	4,595	
Overtime	25,000	8,741	16,259	35.0%	9,129	388	
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	12,579	16,343	43.5%	12,499	(80)	
Florida Retirement System	39,325	13,286	26,039	33.8%	12,122	(1,164)	
Health and Life Insurance	62,182	24,689	37,493	39.7%	22,235	(2,454)	
Workers' Comp Insurance	11,116	3,265	7,851	29.4%	6,090	2,825	
Unemployment Compensation	500	-	500	0.0%	-	-	
Total Personal Services	535,294	220,927	314,367	41.3%	218,960	(1,968)	
Operating Expenses							
Auditing Services	16,500	1,375	15,125	8.3%	-	(1,375)	
Contracts - Other Services	750	-	750	0.0%	-	-	
Postage and Freight	1,000	-	1,000	0.0%	-	-	
Telephone Service	7,300	2,816	4,484	38.6%	2,932	116	
Electricity	54,000	20,415	33,585	37.8%	21,015	601	
Liability and Property Insurance	47,373	20,358	27,015	43.0%	17,164	(3,194)	



Statement of Revenues, Expenses and Changes in Net Assets
Water Fund (Operations)

For the Period Ending February 28, 2021

(41.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Feb-20	Variance Fav (unfav)
Maint - Distribution System	7,500	938	6,562	12.5%	4,916	3,978
Maint - Bldgs / Grounds	15,000	5,689	9,311	37.9%	3,002	(2,688)
Maint - SCADA System	10,000	-	10,000	0.0%	-	-
Repair & Maint - Equipment	32,000	4,644	27,356	14.5%	7,909	3,265
Tools and Equipment	1,000	336	664	33.6%	325	(11)
Advertising	1,000	-	1,000	0.0%	-	-
Licenses & Permits	5,400	327	5,073	6.1%	1,061	734
Office Supplies	1,500	146	1,354	9.8%	601	455
Computer Expense	6,000	3,436	2,564	57.3%	3,504	68
Uniform Supplies	5,500	2,590	2,910	47.1%	3,061	471
Fuel and Oil	5,000	1,524	3,476	30.5%	1,760	235
Sand Change	8,000	4,694	3,306	58.7%	4,434	(260)
Chemicals - Water Treatment	85,000	31,907	53,093	37.5%	30,699	(1,208)
Lab Test Analysis & Supplies	12,500	1,410	11,090	11.3%	1,746	335
Subscriptions and Memberships	500	-	500	0.0%	140	140
Contingency	73,114	-	73,114	0.0%	-	-
Water Conservation Program	3,000	-	3,000	0.0%	-	-
Total Operating Expenses	398,937	102,605	296,332	25.7%	104,269	1,663
Total Exp. Before Transfer Out	934,231	323,533	610,698	34.6%	323,228	(304)
Transfer Out						
General Fund	50,000	20,833	29,167	41.7%	20,833	-
Water Debt Service Fund	403,996	168,332	235,664	41.7%	168,332	-
Water CIP Fund	73,500	33,995	39,505	46.3%	4,506	(29,489)
Total Transfer Out	527,496	223,160	304,336	42.3%	193,671	(29,489)
TOTAL EXPENSES	1,461,727	546,693	915,034	37.4%	516,899	(29,793)
Total Funding over (under)						
Expenses	\$ -	(18,238)			\$ 71,818	\$ (90,056)
Net Assets - Beginning		2,901,450				
Net Assets - Ending		<u><u>\$ 2,883,212</u></u>				



Notes to the Financial Statements - Water Fund February 28, 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 41.67% through February. Below is an analysis of revenues and expenses that have significant variances compared to the budget.

Variance Analysis

Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
Operations Fund				
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	20,358	43.0%	General Liability/Auto/Property insurance
Computer Expense	6,000	3,436	57.3%	Monthly Google expense, Annual Quikwaters charge \$2,995
Uniform Supplies	5,500	2,590	47.1%	Monthly uniform service, work boots
Sand Change	8,000	4,694	58.7%	Spiractor sand, forklift and pump rental - done twice a year
Capital Projects Fund				
Expenses				
<u>Distribution Project (Water Main)</u>				
Engineering Fees	-	27,182	N/A	Final engineering invoices for water main replacement project.



Statement of Revenues, Expenses and Changes in Net Assets
Water Debt Service Fund - (State Revolving Loans)
For the Period Ending February 28, 2021

(41.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Feb-20	Variance Fav (unfav)
FUNDING						
Revenues						
Water Surcharge	\$ 346,700	\$ 145,082	\$ 201,618	41.8%	\$ 144,637	\$ 445
Total Revenues	346,700	145,082	201,618	41.8%	144,637	445
Other Sources						
Operating Transfers-In	403,996	168,332	235,664	41.7%	168,332	-
Use of Fund Balance	60,750	-	60,750	0.0%	-	-
Total Other Sources	464,746	168,332	296,414	36.2%	168,332	-
TOTAL FUNDING	811,446	313,414	498,032	38.6%	312,969	445
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	\$ -	109,689			\$ 123,304	\$ (13,615)
Net Assets - Beginning		1,569,984				
Net Assets - Ending		\$ 1,679,673				



Statement of Revenues, Expenses and Changes in Net Assets
Capital Projects Fund - (Water Fund Improvements)
For the Period Ending February 28, 2021

(41.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Feb-20	Variance Fav (unfav)
<u>FUNDING</u>						
Revenues						
Other Sources						
Interfund Transfer - In	73,500	33,995	39,505	46.3%	4,506	29,489
Loan Proceeds	640,000	-	640,000	0.0%	-	-
Total Other Sources	713,500	33,995	679,505	4.8%	4,506	29,489
TOTAL FUNDING	713,500	33,995	679,505	4.8%	4,506	29,489
<u>EXPENSES</u>						
Distribution Project (Water Main)						
Engineering Fees	-	27,182	(27,182)	n/a	-	(27,182)
Total Distribution Project	-	27,182	(27,182)	n/a	-	(27,182)
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	33,995	679,505	4.8%	4,506	(29,489)
Total Funding over (under)						
Expenses	\$ -	-			\$ -	\$ -
Net Assets - Beginning		-				
Net Assets - Ending		\$ -				

Town of Hillsboro Beach

Supporting Schedules

February 28, 2021



**Cash and Investment Balances
February 28, 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	\$1,233,648	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	\$1,935,487	Excess cash from General & Water Funds.
Money Market Account	BankUnited	0.25%	N/A	\$813,135	(1) Reserve for both SRL Loans.
Money Market Account	BankUnited	0.25%	N/A	\$103,219	(2) Federal Forfeitures/Asset sharing.
State Board Account	Florida Prime	0.15%	N/A	\$431,016	Excess cash from the General Fund.
Investment Account	BB & T	1.42%	N/A	\$3,420,901	See Investment Report for further details.
TOTAL				<u>\$7,937,406</u>	

Footnotes:

(1) Restricted funds for State Revolving Loans.

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



Investment Portfolio

Trades Settled as of 02/28/21

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			4,809	4,809	-	4,809	-	0.5	0.01%
		Subtotal			4,809	4,809	-	4,809	-	0.5	0.01%
09/27/19	037833DL1	APPLE INC	AA+	09/11/22	50,000	49,928	(72)	51,126	47	850	0.24%
10/30/19	166764BN9	CHEVRON CORP	AA	03/03/22	50,000	50,458	458	51,053	201	1,249	0.40%
01/27/21	3130AKQM1	FED HOME LOAN BANKS	AA+	01/27/26	200,000	200,000	-	199,462	-	600	0.30%
02/03/21	3130AKYD2	FED HOME LOAN BANKS	AA+	08/17/26	70,000	70,000	-	69,291	-	490	0.82%
11/03/15	313381BR5	FED HOME LOAN BANK	AA+	12/09/22	100,000	98,196	(1,804)	103,008	896	1,875	0.15%
08/26/20	3133EL3P7	FED FARM CREDIT BANK	AA+	08/12/25	250,000	249,750	(250)	247,015	55	1,325	0.74%
06/23/20	3133ELE67	FED FARM CREDIT BANK	AA+	06/03/24	290,000	289,855	(145)	290,287	98	1,682	0.55%
06/23/20	3134GVYP7	FED HOME LOAN MTGE CORP		05/27/25	210,000	209,003	(997)	208,658	79	1,050	0.59%
10/09/20	3134GW4B9	FED HOME LOAN MTGE CORP		10/29/25	55,000	54,890	(110)	54,040	-	275	0.82%
10/28/20	3136G45H2	FED NATL MTGE ASSN	AA+	10/29/25	55,000	54,945	(55)	54,274	-	275	0.72%
10/23/20	3136G45X7	FED NATL MTGE ASSN	AA+	10/29/26	140,000	140,000	-	138,265	-	980	0.86%
07/16/18	341271AB0	FLORIDA ST BRD OF ADMIN FIN CORP	AA	07/01/21	200,000	197,798	(2,202)	201,506	-	5,276	0.36%
09/16/20	341271AD6	FLORIDA ST TXBL	AA	07/01/25	185,000	185,000	-	187,782	-	2,327	0.90%
04/09/20	342816P66	FLORIDA ST MUN PWR AGY REV		10/01/22	200,000	202,246	2,246	204,688	186	5,160	1.08%
05/21/20	43232VVH1	HILLSBOROUGH CNTY TXBL	AA-	07/01/25	200,000	200,000	-	207,882	-	3,830	0.98%
12/31/18	54289SBG1	LONGBOAT KEY FL SPL ASSMNT REV	AA+	08/01/24	105,000	104,116	(884)	108,151	-	4,200	2.42%
08/09/18	59333HCL8	MIAMI-DADE CNTY FL PROF SPORTS	AA	10/01/22	75,000	75,000	-	77,704	-	2,517	1.05%
08/05/20	593561BE2	MIAMI GARDENS FL TXBL	AA	07/01/25	125,000	125,000	-	128,548	-	1,674	0.67%
01/17/20	661046BV3	NORTH MIAMI BEACH FLA WTR	A+	08/01/24	160,000	160,000	-	166,266	-	3,234	0.86%
01/18/19	68389XBB0	ORACLE CORP	A+	05/15/22	60,000	59,060	(940)	61,373	283	1,500	0.57%
05/16/18	68389XBK0	ORACLE CORP	A+	09/15/21	50,000	48,217	(1,783)	50,375	166	950	0.51%
02/27/20	758449RV6	REEDY CREEK FL IMPT DIST TXBL	A	06/01/24	150,000	150,000	-	155,937	-	2,504	0.44%
05/11/18	78013XKG2	ROYAL BANK OF CANADA	AA-	04/30/21	50,000	49,954	(46)	50,244	67	1,600	0.29%
04/03/20	822582AX0	SHELL INTERNATIONAL FIN	AA-	08/12/23	30,000	30,976	976	32,138	156	1,020	0.37%
01/16/19	89236TCQ6	TOYOTA MOTOR CREDIT CORP	AA-	07/13/22	60,000	59,351	(649)	61,997	23	1,680	0.35%
04/06/20	89236TGW9	TOYOTA MOTOR CREDIT CORP	AA-	03/30/23	30,000	30,342	342	31,589	17	870	0.34%
03/13/20	912828Q60	US TREASURY INFL INDEX BD		04/15/21	274,745	272,009	(2,736)	276,536	139	343	0.12%
		Subtotal			3,424,745	3,416,092	(8,653)	3,469,194	2,414	49,336	1.42%
		Total			3,429,554	3,420,901	(8,653)	3,474,003	2,414	49,336	1.42%



Ridership Summary

February 28, 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

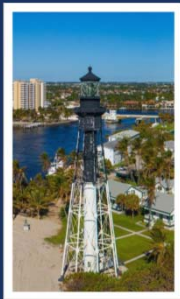
4.7

Total Monthly Vehicle Miles:

1,590.0



TOWN OF HILLSBORO BEACH



LONG-TERM BUDGET OUTLOOK (GENERAL FUND) FY 2022 - 2025

Meeting Date: April 6, 2021

1

OVERVIEW

Purpose / Goals

- Review long-term General Fund operational revenue and expenditures.
 - Does not include long-term projects or related sinking funds.
- Determine potential shortfalls.
- Examine other Revenue options.



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OVERVIEW

	FY2019	FY2020	FY2021	FORECAST			
	Actual	Actual	Budget	FY2022	FY2023	FY2024	FY2025
Revenue	5,369,816	5,345,434	5,477,989	5,523,718	5,629,687	5,739,053	5,850,771
Expenditures ^{(1),(2)}	4,537,449	4,905,176	5,319,489	5,514,834	5,678,705	5,855,939	6,051,343
Surplus / (Deficit)	\$ 832,367	\$ 440,258	\$ 158,500	\$ 8,884	\$ (49,018)	\$ (116,886)	\$ (200,573)

Notes

(1) Excludes Beach related Legal fees.

(2) Includes transfers to CIP fund (\$50K) for capital purchases/projects. Also includes transfer to Planning & Zoning Fund.



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REVENUE ASSUMPTIONS

The following assumptions / percentages were used to generate the revenue forecast.

Account / Category	FY2022	FY2023	FY2024	FY2025
REVENUES				
Taxable Values	1.5%	2.0%	2.0%	2.0%
Interest Income	0.0%	0.0%	2.0%	2.0%
FPL Franchise	1.0%	1.0%	1.0%	1.0%
Local Communications Tax	2.0%	2.0%	2.0%	2.0%
State Revenue Sharing	2.0%	2.0%	2.0%	2.0%
Half-Cent Sales Tax	2.0%	2.0%	2.0%	2.0%



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REVENUE FORECAST

	FY2019 Actual	FY2020 Actual	FY2021 Budget	FORECAST			
				FY2022	FY2023	FY2024	FY2025
FUNDING							
Revenue							
Property Tax	\$ 4,617,684	\$ 4,692,192	\$ 4,884,842	\$ 4,940,069	\$ 5,038,811	\$ 5,139,527	\$ 5,242,257
Other Local Taxes	266,861	263,878	260,000	272,416	275,541	278,706	281,910
Intergovernment Revenue	235,183	169,192	151,536	171,520	174,900	178,347	181,863
Fines & Forfeitures	16,639	2,712	2,550	2,550	2,550	2,550	2,550
Miscellaneous Revenue	24,423	57,923	53,000	54,163	54,886	55,623	56,564
Interest Income	125,590	100,989	33,000	33,000	33,000	34,300	35,626
Total Revenue	5,286,380	5,286,885	5,384,928	5,473,718	5,579,687	5,689,053	5,800,771
Transfer In	83,436	58,548	50,000	50,000	50,000	50,000	50,000
Use (Add To) Fund Balance	-	-	43,061	-	-	-	-
Total Funding	5,369,816	5,345,434	5,477,989	5,523,718	5,629,687	5,739,053	5,850,771



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EXPENDITURE ASSUMPTIONS

The following assumptions / percentages were used to generate the expenditure forecast.

Account / Category	FY2022	FY2023	FY2024	FY2025
EXPENDITURES				
Payroll Expenses	2.0%	2.0%	2.0%	2.5%
Florida Retirement System	5.0%	5.0%	5.0%	5.0%
Health and Life Insurance	10.0%	10.0%	10.0%	10.0%
Workers' Comp Insurance	2.0%	2.0%	2.0%	2.0%
AD&D	5.0%	5.0%	5.0%	5.0%
Unemployment Compensation	5.0%	5.0%	5.0%	5.0%
Operating Expenses	1.5%	2.0%	2.0%	2.5%
Liability & Property Insurance	10.0%	10.0%	10.0%	10.0%
Audit Services	2.0%	2.0%	2.0%	2.0%
Accounting/Financial Services	2.0%	2.0%	2.0%	2.0%
Investment Services	1.0%	1.0%	1.0%	1.0%
Fire Service Agreement - Capital	5.0%	5.0%	5.0%	5.0%
Solid Waste Services	2.0%	2.0%	2.5%	3.0%



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EXPENDITURE FORECAST

	FORECAST						
	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025
	Actual	Actual	Budget				
EXPENDITURES							
Expenses							
Town Commission	34,228	33,412	46,603	48,103	45,603	48,103	45,603
Administration & Records	446,471	486,878	578,403	589,678	604,415	619,611	637,694
Police	2,612,973	2,936,886	2,952,458	3,038,470	3,128,845	3,222,610	3,330,816
Facility Services	170,638	175,612	217,518	224,174	231,671	239,556	248,684
Finance	106,385	115,700	117,480	119,726	122,017	124,351	126,732
Fire Rescue	803,114	819,257	833,021	915,790	959,523	1,005,443	1,053,660
Solid Waste	268,214	268,214	334,682	341,376	348,203	356,908	367,615
Beach Management	68,300	40,149	37,000	42,000	42,000	42,000	42,000
Charitable Donations	6,072	6,560	6,344	6,439	6,568	6,699	6,867
Contingency	-	-	157,479	100,000	100,000	100,000	100,000
Total Expenses	4,516,395	4,882,669	5,280,989	5,425,756	5,588,846	5,765,283	5,959,671
Transfer Out	21,054	22,507	38,500	89,078	89,859	90,656	91,673
Total Expenditures	4,537,449	4,905,176	5,319,489	5,514,834	5,678,705	5,855,939	6,051,343



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REVENUE OPTIONS

Other Options

- Collecting Solid Waste Fee on Utility Bill
- Solid Waste Assessment
- Beach Assessment
- Fire Assessment (non-rescue)



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TOWN OF HILLSBORO BEACH
General Fund Forecast - FY2022-2025
Fund Overview

	FORECAST						
	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025
	Actual	Actual	Budget				
<u>FUNDING</u>							
Revenue							
Property Tax	\$ 4,617,684	\$ 4,692,192	\$ 4,884,842	\$ 4,940,069	\$ 5,038,811	\$ 5,139,527	\$ 5,242,257
Other Local Taxes	266,861	263,878	260,000	272,416	275,541	278,706	281,910
Intergovernment Revenue	235,183	169,192	151,536	171,520	174,900	178,347	181,863
Fines & Forfeitures	16,639	2,712	2,550	2,550	2,550	2,550	2,550
Miscellaneous Revenue	24,423	57,923	53,000	54,163	54,886	55,623	56,564
Interest Income	125,590	100,989	33,000	33,000	33,000	34,300	35,626
Total Revenue	5,286,380	5,286,885	5,384,928	5,473,718	5,579,687	5,689,053	5,800,771
Transfer In	83,436	58,548	50,000	50,000	50,000	50,000	50,000
Use (Add To) Fund Balance	-	-	43,061	-	-	-	-
Total Funding	5,369,816	5,345,434	5,477,989	5,523,718	5,629,687	5,739,053	5,850,771

EXPENDITURES

Expenses

Town Commission	34,228	33,412	46,603	48,103	45,603	48,103	45,603
Administration & Records	446,471	486,878	578,403	589,678	604,415	619,611	637,694
Town Manager	282,677	305,318	319,821	325,184	333,447	341,969	352,088
Town Clerk	163,794	181,561	258,582	264,494	270,969	277,642	285,606
Police	2,612,973	2,936,886	2,952,458	3,038,470	3,128,845	3,222,610	3,330,816
Facility Services	170,638	175,612	217,518	224,174	231,671	239,556	248,684
Finance	106,385	115,700	117,480	119,726	122,017	124,351	126,732
Fire Rescue	803,114	819,257	833,021	915,790	959,523	1,005,443	1,053,660
Solid Waste	268,214	268,214	334,682	341,376	348,203	356,908	367,615
Beach Management (1)	68,300	40,149	37,000	42,000	42,000	42,000	42,000
Charitable Donations	6,072	6,560	6,344	6,439	6,568	6,699	6,867
Contingency	-	-	157,479	100,000	100,000	100,000	100,000
Total Expenses	4,516,395	4,882,669	5,280,989	5,425,756	5,588,846	5,765,283	5,959,671
Transfer Out (2)	21,054	22,507	38,500	89,078	89,859	90,656	91,673
Total Expenditures	4,537,449	4,905,176	5,319,489	5,514,834	5,678,705	5,855,939	6,051,343

Surplus / (Deficit)	\$ 832,367	\$ 440,258	\$ 158,500	\$ 8,884	\$ (49,018)	\$ (116,886)	\$ (200,573)
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Notes

(1) Excludes Beach related Legal fees.

(2) Includes transfers to CIP fund (\$50K) for capital purchases/projects. Also includes transfer to Planning & Zoning Fund.

**Town of Hillsboro Beach
General Fund Forecast - FY2022-2025
Assumptions**

The following assumptions/ percentages were used to generate the forecast.

Account / Category	FY2022	FY2023	FY2024	FY2025
REVENUES				
Taxable Values	1.5%	2.0%	2.0%	2.0%
Interest Income	0.0%	0.0%	2.0%	2.0%
FPL Franchise	1.0%	1.0%	1.0%	1.0%
Local Communications Tax	2.0%	2.0%	2.0%	2.0%
State Revenue Sharing	2.0%	2.0%	2.0%	2.0%
Half-Cent Sales Tax	2.0%	2.0%	2.0%	2.0%
EXPENDITURES				
Payroll Expenses	2.0%	2.0%	2.0%	2.5%
Florida Retirement System	5.0%	5.0%	5.0%	5.0%
Health and Life Insurance	10.0%	10.0%	10.0%	10.0%
Workers' Comp Insurance	2.0%	2.0%	2.0%	2.0%
AD&D	5.0%	5.0%	5.0%	5.0%
Unemployment Compensation	5.0%	5.0%	5.0%	5.0%
Operating Expenses	1.5%	2.0%	2.0%	2.5%
Liability & Property Insurance	10.0%	10.0%	10.0%	10.0%
Audit Services	2.0%	2.0%	2.0%	2.0%
Accounting/Financial Services	2.0%	2.0%	2.0%	2.0%
Investment Services	1.0%	1.0%	1.0%	1.0%
Fire Service Agreement - Capital	5.0%	5.0%	5.0%	5.0%
Solid Waste Services	2.0%	2.0%	2.5%	3.0%

Town of Hillsboro Beach
General Fund Forecast - FY2022-2025
Revenue Details

Description	FY2019 Actual	FY2020 Actual	FY2021 Budget	FY2022 Forecast	FY2023 Forecast	FY2024 Forecast	FY2025 Forecast
Property Tax							
Tax Receipts - Current Year	\$ 4,778,041	\$ 4,852,716	\$ 5,066,779	\$ 5,142,780	\$ 5,245,636	\$ 5,350,549	\$ 5,457,560
Tax Receipts - Discounts	5,647	(168,410)	(184,937)	(205,711)	(209,825)	(214,022)	(218,302)
Tax Receipts - Delinquent	(166,004)	7,885	3,000	3,000	3,000	3,000	3,000
Total - Property Tax	4,617,684	4,692,192	4,884,842	4,940,069	5,038,811	5,139,527	5,242,257
Other Local Taxes							
FPL Franchise	226,894	223,730	230,000	232,300	234,623	236,969	239,339
Local Communications Tax	39,967	40,148	30,000	40,116	40,918	41,737	42,571
Total - Other Local Taxes	266,861	263,878	260,000	272,416	275,541	278,706	281,910
Intergovernmental Revenues							
Occupational Licenses	1,994	2,071	1,900	1,900	1,900	1,900	1,900
Federal Grants	53,039	2,613	-	-	-	-	-
FDLE - JAG Grant	1,011	-	-	-	-	-	-
State Revenue Sharing	47,669	43,876	24,000	41,484	42,314	43,160	44,023
Alcoholic Beverage License	636	636	636	636	636	636	636
Interlocal Agreement	-	2,800	-	-	-	-	-
Half-Cent Sales Tax	130,833	117,196	125,000	127,500	130,050	132,651	135,304
Total - Intergov. Revenue	235,183	169,192	151,536	171,520	174,900	178,347	181,863
Fines & Forfeitures							
Fines	3,393	2,712	2,500	2,500	2,500	2,500	2,500
Seizures and Forfeitures	13,247	-	50	50	50	50	50
Total - Fines & Forfeitures	16,639	2,712	2,550	2,550	2,550	2,550	2,550
Miscellaneous Revenue							
Miscellaneous	11,223	10,869	3,000	3,000	3,000	3,000	3,000
Misc. - Police reimbursement	-	31,054	35,000	36,163	36,886	37,623	38,564
Lien Search Fee	13,200	16,000	15,000	15,000	15,000	15,000	15,000
Total - Misc. Revenue	24,423	57,923	53,000	54,163	54,886	55,623	56,564
Interest Income							
Interest Income	72,715	73,556	65,000	65,000	65,000	66,300	67,626
Net Incr (Decr) In FMV-Invest	3,564	24,504	(35,000)	(35,000)	(35,000)	(35,000)	(35,000)
Interest Income - Tax Collector	49,310	2,929	3,000	3,000	3,000	3,000	3,000
Total - Interest Income	125,590	100,989	33,000	33,000	33,000	34,300	35,626
Total Revenue	5,286,380	5,286,885	5,384,928	5,473,718	5,579,687	5,689,053	5,800,771
Non-Operating Revenues							
Transfer In							
Water Fund	50,000	58,548	50,000	50,000	50,000	50,000	50,000
Capital Projects Fund	-	-	-	-	-	-	-
Special Rev - Permits, P&Z	33,436	-	-	-	-	-	-
Transfer In	83,436	58,548	50,000	50,000	50,000	50,000	50,000
Use / (Add't) Fund Balance	-	-	43,061	-	-	-	-
Total Funding	\$ 5,369,816	\$ 5,345,434	\$ 5,477,989	\$ 5,523,718	\$ 5,629,687	\$ 5,739,053	\$ 5,850,771

PROPERTY TAX CALCULATION							
Taxable Values (\$M)	1,373	1,388	1,448	1,469	1,499	1,529	1,559
Millage Rate	3.50	3.50	3.50	3.50	3.50	3.50	3.50
Property Tax (\$M)	4,804	4,859	5,067	5,143	5,246	5,351	5,458
% Change	n/a	1.1%	4.3%	1.5%	2.0%	2.0%	2.0%

Town of Hillsboro Beach
General Fund Forecast - FY2022-2025
Town Commission Department

Description	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025
	Actual	Actual	Budget	Forecast	Forecast	Forecast	Forecast
<i>Personal Services</i>							
Mayor/Commission Stipend	\$ 28,800	\$ 28,800	\$ 28,800	\$ 28,800	\$ 28,800	\$ 28,800	\$ 28,800
FICA	2,203	2,203	2,203	2,203	2,203	2,203	2,203
<i>Total Personal Services</i>	31,003	31,003	31,003	31,003	31,003	31,003	31,003
<i>Operating Expenses</i>							
Election Fees	162	108	3,600	3,600	3,600	3,600	3,600
Conferences/Seminars	-	-	6,000	6,000	6,000	6,000	6,000
BLC Annual Event	-	-	2,500	2,500	-	2,500	-
Mayor/Commission Expense	3,063	2,300	3,500	5,000	5,000	5,000	5,000
<i>Total Operating Expenses</i>	3,225	2,408	15,600	17,100	14,600	17,100	14,600
<i>Total Commission</i>	\$ 34,228	\$ 33,412	\$ 46,603	\$ 48,103	\$ 45,603	\$ 48,103	\$ 45,603

Town of Hillsboro Beach
General Fund Forecast - FY2022-2025
Town Manager Department

Description	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025
	Actual	Actual	Budget	Forecast	Forecast	Forecast	Forecast
<i>Personal Services</i>							
Salaries	\$ 129,750	\$134,392	\$ 139,514	\$ 142,304	\$ 145,150	\$ 148,053	\$ 151,755
Vacation Leave Cash Out	-	-	11,856	10,000	10,200	10,404	10,664
Car Allowance	6,000	6,000	6,500	6,500	6,500	6,500	6,500
FICA	10,100	10,574	12,077	12,149	12,382	12,619	12,922
Florida Retirement System	44,896	35,950	41,309	43,374	45,543	47,820	50,211
401(A) Plan	7,500	-	-	-	-	-	-
Health and Life Insurance	15,344	17,077	18,252	19,164	20,122	21,129	22,185
Workers' Comp Insurance	191	196	213	224	235	247	259
Unemployment Compensation	-	-	500	525	551	579	608
Total Personal Services	213,780	204,190	230,221	234,240	240,684	247,351	255,104
<i>Operating Expenses</i>							
Town Attorney	58,571	91,565	75,000	76,125	77,648	79,200	81,180
Prof. Services - IT Services	3,600	7,512	9,100	9,237	9,421	9,610	9,850
Contracts - Other Services	-	1,875	-	-	-	-	-
Miscellaneous	1,434	-	1,000	1,015	1,035	1,056	1,082
Computer Expenses/Supplies	-	120	1,000	1,015	1,035	1,056	1,082
Training Expenses	3,308	56	3,500	3,553	3,624	3,696	3,788
Town Events	1,984	-	-	-	-	-	-
Total Operating Expenses	68,897	101,128	89,600	90,944	92,763	94,618	96,984
Total Town Manager	\$ 282,677	\$ 305,318	\$ 319,821	\$ 325,184	\$ 333,447	\$ 341,969	\$ 352,088

Town of Hillsboro Beach
General Fund Forecast - FY2022-2025
Town Clerk Department

Description	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025
	Actual	Actual	Budget	Forecast	Forecast	Forecast	Forecast
Personal Services							
Salaries	\$ 68,583	\$ 73,535	\$ 117,426	\$ 119,775	\$ 122,170	\$ 124,614	\$ 127,729
Vacation Leave Cash Out	-	920	2,301	2,347	2,394	2,441	2,502
FICA	5,222	5,663	9,159	9,342	9,529	9,720	9,963
Florida Retirement System	5,692	6,681	11,973	12,571	13,200	13,860	14,553
Health and Life Insurance	14,589	17,266	31,562	33,140	34,797	36,536	38,363
Workers' Comp Insurance	187	170	180	189	198	208	218
Unemployment Compensation	-	-	250	263	276	289	304
Total Personal Services	94,274	104,235	172,850	177,626	182,563	187,669	193,633
Operating Expenses							
Coding Ordinances	370	3,205	3,000	3,045	3,106	3,168	3,247
Prof. Services - Digitize Records	-	-	10,000	10,000	10,000	10,000	10,000
Temporary Labor	23,708	15,657	-	-	-	-	-
Contracts - Other Services	3,968	8,219	4,000	4,060	4,141	4,224	4,330
Contracts - Minutes Preparation	-	-	3,000	3,045	3,106	3,168	3,247
Software Maint / Support	4,589	8,635	16,065	16,306	16,632	16,965	17,389
Postage	1,381	2,308	2,500	2,538	2,588	2,640	2,706
Copier	4,718	6,046	6,100	6,192	6,315	6,442	6,603
Advertising	7,284	7,635	10,000	10,150	10,353	10,560	10,824
Office Supplies	6,116	3,592	5,900	5,989	6,108	6,230	6,386
Website Support	2,340	4,967	4,967	5,042	5,142	5,245	5,376
Subscriptions and Memberships	6,509	4,885	5,700	5,786	5,901	6,019	6,170
Office Equipment	-	633	1,000	1,015	1,035	1,056	1,082
Training Expenses	2,761	1,497	3,500	3,553	3,624	3,696	3,788
Resident Mailings	5,779	10,047	10,000	10,150	10,353	10,560	10,824
Total Operating Expenses	69,520	77,326	85,732	86,868	88,405	89,973	91,973
Total Town Clerk	\$ 163,794	\$ 181,561	\$ 258,582	\$ 264,494	\$ 270,969	\$ 277,642	\$ 285,606

Town of Hillsboro Beach
General Fund Forecast - FY2022-2025
Police Department

	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025
Description	Actual	Actual	Budget	Forecast	Forecast	Forecast	Forecast
Personal Services							
Salaries	\$ 1,502,651	\$ 1,561,252	\$ 1,581,476	\$ 1,613,106	\$ 1,645,368	\$ 1,678,275	\$ 1,720,232
Offset- Marine Law Enfor. Grant	(24,906)	-	(30,336)	(30,943)	(31,562)	(32,193)	(32,998)
Paid Holidays	49,857	52,338	50,201	51,205	52,229	53,273	54,605
Overtime	16,040	33,902	20,000	20,400	20,808	21,224	21,755
Overtime - Task Force	-	23,851	26,000	26,520	27,050	27,591	28,281
Sick Leave Cash Out	33,825	85,716	31,000	31,620	32,252	32,897	33,720
Incentive	15,850	14,760	17,270	17,616	17,968	18,327	18,785
FICA	122,967	137,400	129,714	132,309	134,955	137,654	141,095
Florida Retirement System	332,307	385,985	370,871	389,415	408,886	429,330	450,796
Health and Life Insurance	353,862	405,340	460,326	483,342	507,509	532,885	559,529
Workers' Comp Insurance	35,306	32,764	42,153	44,260	46,474	48,797	51,237
Tuition Reimbursement	-	-	2,250	2,284	2,329	2,376	2,435
AD&D	841	672	739	776	815	856	899
Unemployment Compensation	-	-	1,000	1,050	1,103	1,158	1,216
Total Personal Services	2,438,599	2,733,978	2,702,664	2,782,959	2,866,184	2,952,451	3,051,588
Operating Expenses							
Contracts - Other Services	14,977	13,582	22,856	23,199	23,663	24,136	24,739
Town Attorney	3,087	-	5,000	5,075	5,177	5,280	5,412
Prof. Services - IT Services	3,263	3,983	5,000	5,075	5,177	5,280	5,412
Telephone Service	4,018	6,977	4,100	4,162	4,245	4,330	4,438
Mobile Phones	4,786	4,521	4,140	4,202	4,286	4,372	4,481
Vehicles - GPS	-	-	1,364	1,385	1,413	1,441	1,477
Postage	34	95	500	508	518	528	541
Electricity	8,695	8,627	8,500	8,628	8,800	8,976	9,200
Liability & Property Insurance	21,273	20,163	23,188	25,507	28,057	30,863	33,949
Building Repairs & Maintenance	4,743	3,410	5,000	5,075	5,177	5,280	5,412
Radio Maintenance	1,183	132	2,100	2,132	2,174	2,218	2,273
Auto Repairs & Maintenance	12,544	19,952	25,000	25,375	25,883	26,400	27,060
Boat Repairs & Maintenance	11,993	21,251	30,000	30,450	31,059	31,680	32,472
ATV Repairs & Maintenance	78	947	1,500	1,523	1,553	1,584	1,624
Rental - Vehicles	9,429	8,932	9,500	9,643	9,835	10,032	10,283
Copier	2,966	2,970	3,000	3,045	3,106	3,168	3,247
Miscellaneous Services	1,220	1,173	1,500	1,523	1,553	1,584	1,624
Internet Service	6,018	6,676	6,550	6,648	6,781	6,917	7,090
Physical Examinations	710	2,795	2,500	2,538	2,588	2,640	2,706
Office Supplies	1,705	1,494	3,000	3,045	3,106	3,168	3,247
Operating Supplies	3,779	12,840	10,000	10,150	10,353	10,560	10,824
Fuel & Oil	31,809	30,456	32,000	32,480	33,130	33,792	34,637
Uniform Supplies	7,888	12,179	15,000	15,225	15,530	15,840	16,236
Investigation Division	494	1,289	1,500	1,523	1,553	1,584	1,624
Subscriptions & Memberships	1,261	2,507	1,995	2,025	2,065	2,107	2,159
Weapons & Gear (Lease)	2,054	-	-	-	-	-	-
Protective PPE	-	-	2,500	2,538	2,588	2,640	2,706
Protective PPE (facilities)	-	1,056	2,500	2,538	2,588	2,640	2,706
Education & Training	14,369	14,902	20,000	20,300	20,706	21,120	21,648
Total Operating Expenses	174,374	202,908	249,793	255,511	262,662	270,160	279,228
Total Police	\$ 2,612,973	\$ 2,936,886	\$ 2,952,458	\$ 3,038,470	\$ 3,128,845	\$ 3,222,610	\$ 3,330,816

Town of Hillsboro Beach
General Fund Forecast - FY2022-2025
Facility Services Department

Description	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025
	Actual	Actual	Budget	Forecast	Forecast	Forecast	Forecast
<i>Personal Services</i>							
Salaries	\$ 47,918	\$ 49,870	\$ 48,818	\$ 49,794	\$ 50,790	\$ 51,806	\$ 53,101
Vacation Leave Cash Out	2,204	1,878	3,755	3,830	3,907	3,985	4,085
Sick Leave Cash Out	1,734	1,690	1,876	1,914	1,952	1,991	2,041
FICA	3,948	4,088	4,165	4,249	4,334	4,420	4,531
Florida Retirement System	3,586	4,533	5,445	5,717	6,003	6,303	6,618
Health and Life Insurance	28,348	27,673	33,969	35,668	37,451	39,324	41,290
Workers' Comp Insurance	2,270	2,210	1,709	1,795	1,884	1,979	2,077
Total Personal Services	90,007	91,942	99,738	102,966	106,321	109,807	113,743
<i>Operating Expenses</i>							
Telephone Service	4,989	7,565	8,400	8,526	8,697	8,870	9,092
Utility - Water	6,114	6,501	7,050	7,156	7,299	7,445	7,631
Electricity	4,458	4,017	4,000	4,060	4,141	4,224	4,330
Utility - Sewer	824	751	900	914	932	950	974
Internet Service	4,776	5,225	5,500	5,583	5,694	5,808	5,953
Liability & Property Insurance	17,664	16,974	19,531	21,484	23,632	25,996	28,595
Rent	13,532	-	-	-	-	-	-
Town Events	-	19,386	25,000	25,375	25,883	26,400	27,060
Pest Control - Building/Grounds	1,112	1,153	1,200	1,218	1,242	1,267	1,299
R&M - Equipment	15,594	1,555	10,000	10,150	10,353	10,560	10,824
R&M - Grounds	-	589	2,000	2,030	2,071	2,112	2,165
Landscape Maintenance	6,567	2,550	10,000	10,150	10,353	10,560	10,824
Town Hall Maint/Repairs	2,115	4,902	8,000	8,120	8,282	8,448	8,659
Generator Maint Contract	620	2,371	5,200	5,278	5,384	5,491	5,629
R&M - Bocce Court	-	2,488	5,000	5,075	5,177	5,280	5,412
Operating Supplies-General	2,266	7,263	4,000	4,060	4,141	4,224	4,330
A/C Maintenance Contract	-	381	2,000	2,030	2,071	2,112	2,165
Total Operating Expenses	80,631	83,670	117,781	121,208	125,351	129,748	134,942
Total Facility Services	\$ 170,638	\$ 175,612	\$ 217,518	\$ 224,174	\$ 231,671	\$ 239,556	\$ 248,684

Town of Hillsboro Beach
General Fund Forecast - FY2022-2025
Other Departments

Description	FY2019 Actual	FY2020 Actual	FY2021 Budget	FY2022 Forecast	FY2023 Forecast	FY2024 Forecast	FY2025 Forecast
Finance							
Audit Services	\$ 16,113	\$ 19,125	\$ 19,500	\$ 19,890	\$ 20,288	\$ 20,694	\$ 21,107
Accounting/Financial Services	80,454	86,345	87,640	89,393	91,181	93,005	94,865
Investment Services	9,370	10,090	10,340	10,443	10,548	10,653	10,760
Bank Fees	448	140	-	-	-	-	-
Total Finance Expense	106,385	115,700	117,480	119,726	122,017	124,351	126,732
Fire Rescue							
Fire Service Agreement	803,114	819,257	833,021	874,672	918,405	964,325	1,012,542
Fire Service Agreement - Capital	-	-	-	41,118	41,118	41,118	41,118
Total Fire Expense	803,114	819,257	833,021	915,790	959,523	1,005,443	1,053,660
Solid Waste Services							
Contract Services	268,214	268,214	334,682	341,376	348,203	356,908	367,615
Total Solid Waste Expense	268,214	268,214	334,682	341,376	348,203	356,908	367,615
Beach Management							
Eng - Monitoring - 2018 Project	41,841	36,095	-	-	-	-	-
Eng - FIND Sand Project	-	115	-	-	-	-	-
Eng - Legal Matters	-	-	-	-	-	-	-
Eng - Other	-	-	15,000	20,000	20,000	20,000	20,000
Beach Attorney	-	-	-	-	-	-	-
Beach Salvage (Boat Removal)	2,500	250	2,000	2,000	2,000	2,000	2,000
Buoys	23,958	3,690	20,000	20,000	20,000	20,000	20,000
Total Beach Expense	68,300	40,149	37,000	42,000	42,000	42,000	42,000
Charitable Donations							
Lighthouse Preservation	2,500	2,500	2,500	2,538	2,588	2,640	2,706
Area. Council on Aging Contrib.	3,572	4,060	3,844	3,902	3,980	4,059	4,161
Total Charitable Donations	6,072	6,560	6,344	6,439	6,568	6,699	6,867
Contingency	-	-	157,479	100,000	100,000	100,000	100,000
Total Exp Before Transfer Out	1,252,084	1,249,880	1,486,006	1,525,331	1,578,311	1,635,402	1,696,874
Transfer Out							
To Transportation Fund	16,862	-	-	-	-	-	-
To P&Z / Code Compliance Fund	4,192	22,507	38,500	39,078	39,859	40,656	41,673
To General Fund CIP	-	-	-	50,000	50,000	50,000	50,000
Total Transfer Out	21,054	22,507	38,500	89,078	89,859	90,656	91,673
Total Other Departments	\$ 1,273,138	\$ 1,272,387	\$ 1,524,506	\$ 1,614,408	\$ 1,668,170	\$ 1,726,059	\$ 1,788,546



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: March 12, 2021

SUBJECT: February 2021 Building Department Report

The Building Department had a busy February, with most of the activity focused on plan review and preparation for new projects, and we are receiving applications and inquiries almost weekly regarding available single-family homesites. Current activity seems to have us on-track for at least five or six, new, single-family residences starting in 2021.

Condo renovations have taken a new direction recently, with owners combining multiple adjacent apartments to create a single large unit, usually with very high-level finishes. In addition to these special projects, we continue to see a small but steady number of the typical condo kitchen/bath renovations.

And finally, as I have reported for the past 37 months, the Seabonay/Hillsboro Beach resort is a little bit closer to being completed, but not yet finished.

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

Quarterly Building Department Report

Q4 2020

Key Accomplishments

- Personalize/concierge service (Fort Lauderdale Alliance Standards)
- Completed Laserfische Document Conversion (Paper to Electronic Files)

Goals for 2021

- Enhanced community access to Permit Records
- Community Outreach
- PUD Training Opportunities for staff and Commission.



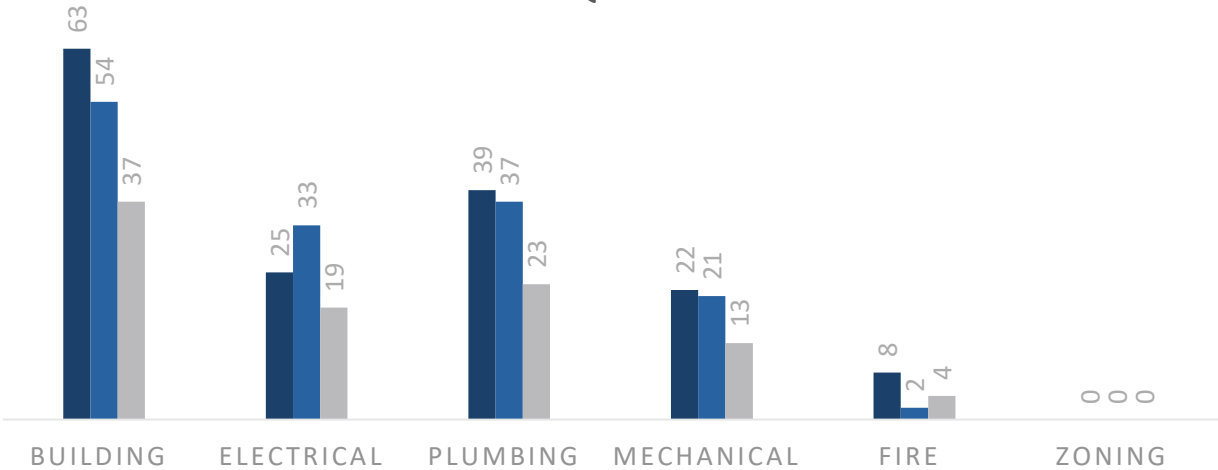
Inspections

Building - 154
Electrical – 77
Plumbing – 99
Mechanical – 56
Fire – 14
Zoning - 0

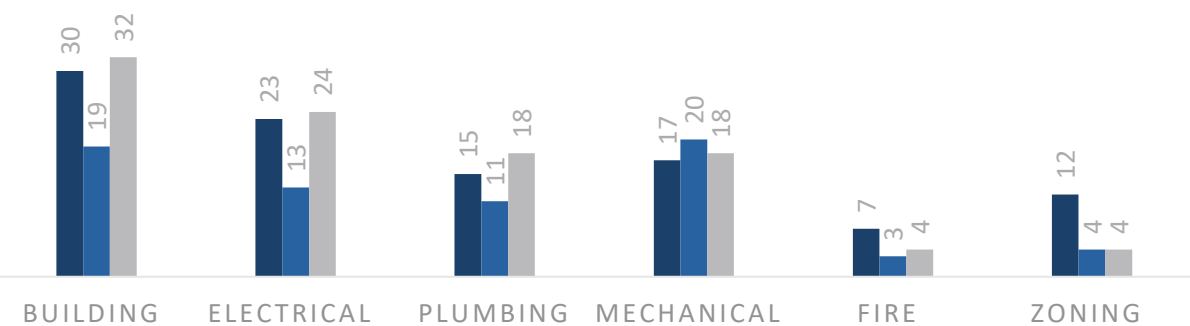
Plan Review

Building - 81
Electrical – 60
Plumbing – 44
Mechanical – 55
Fire – 14
Zoning - 20

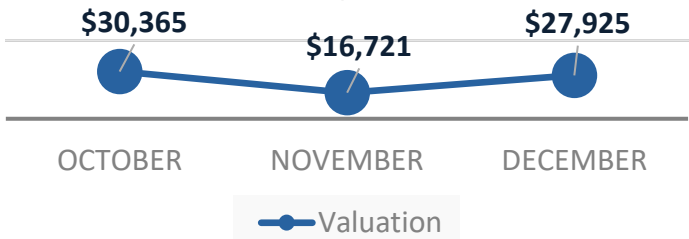
Quarterly Building Department Report
Q4 2020



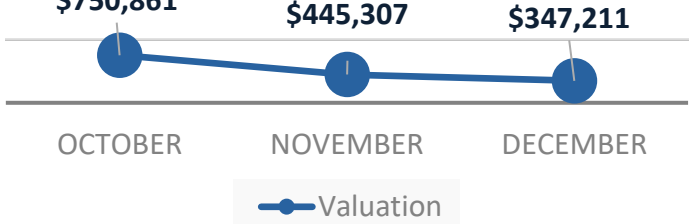
■ October ■ November ■ December



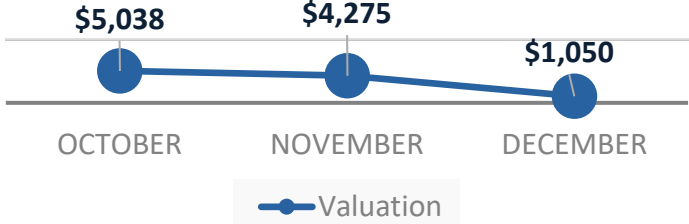
Building Permit Fees:
\$75,011



Construction Value:
\$1,543,379



Fire + Zoning Fees:
10,363

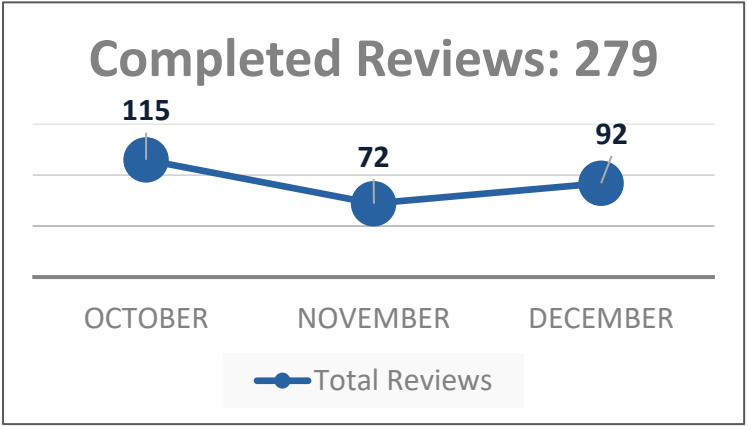
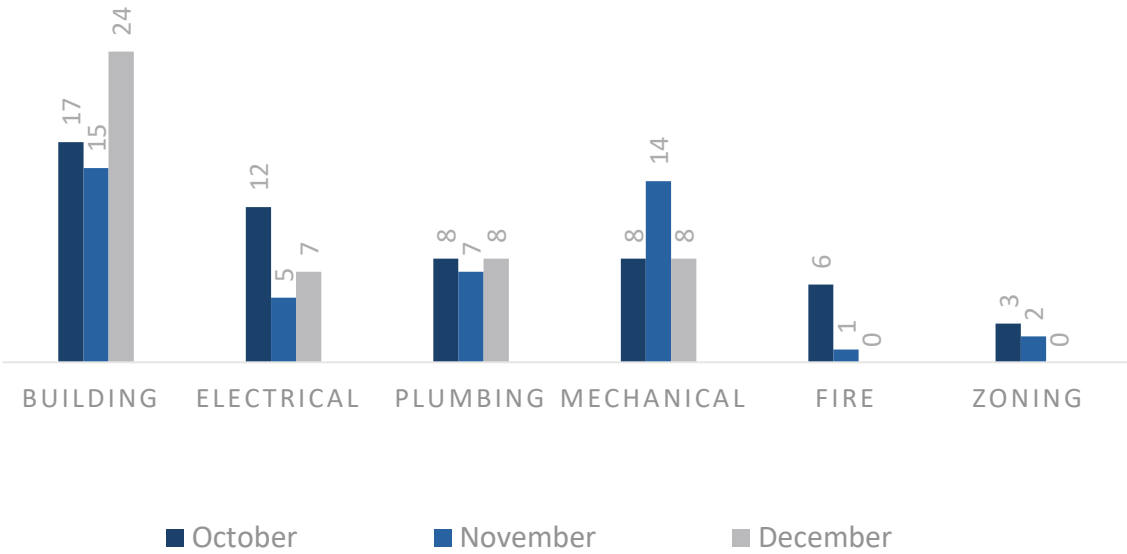


Permits

Building - 56
Electrical – 24
Plumbing – 23
Mechanical – 30
Fire – 7
Zoning – 5

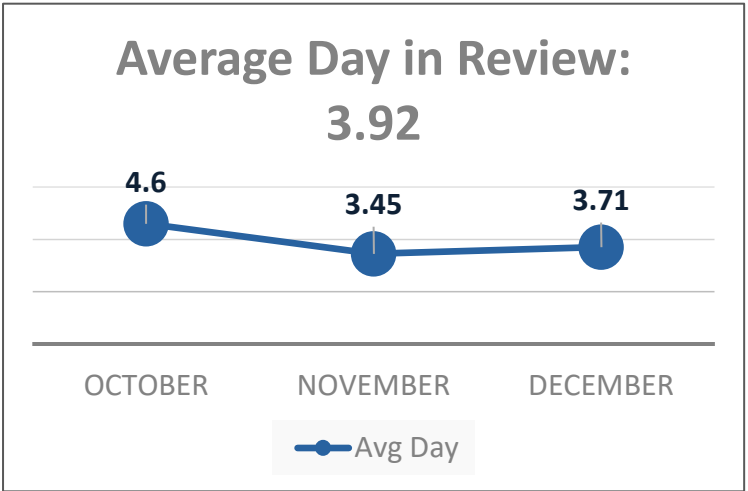
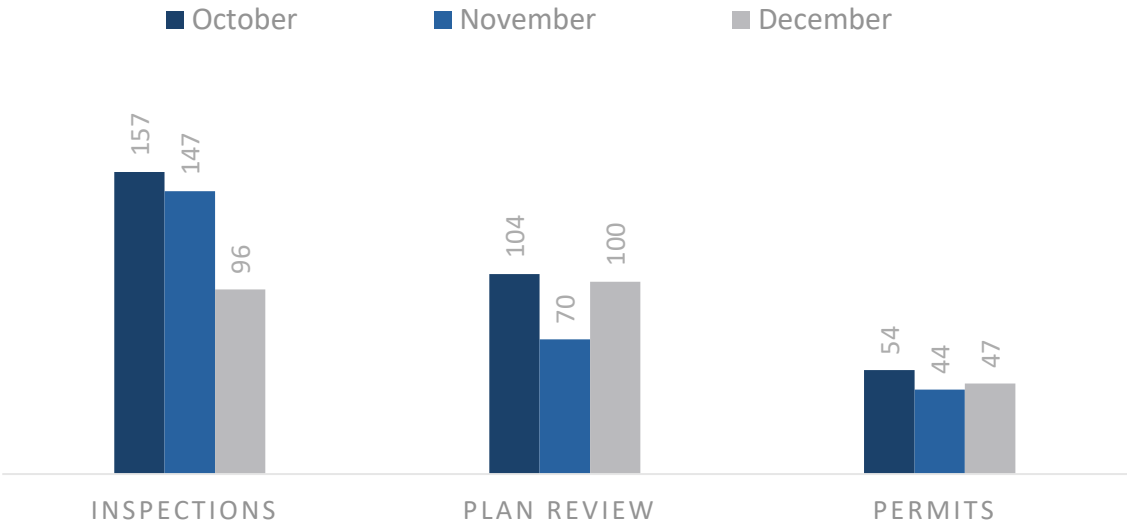
Quarterly Building Department Report

Q4 2020



Total Activity

Inspections – 400
Plan Review – 274
Permits - 145





Code Compliance Summary Report

From 2/1/2021

To 2/28/2021

Corridor (All Corridors)

Case Totals for Period

Cases Open at Start of Period	25
Cases Opened During Period	2
Cases Opened as result of Complaint	2
Cases Closed During Period	1
Cases Closed Prior to Hearing	1
Cases Open at End of Period	26

Inspections	2
Re-inspections	6
Total	8

Special Magistrate Cases During Period 5

Case Summary by Officer

Officer	Open at Start	Opened During Period	Opened as result of Complaint	Closed During Period	Closed due to compliance	Open at End of Period
B. Pita	1	0	0	0	0	1
M. Sotolongo	24	2	2	1	1	25
Total	25	2	2	1	1	26



Code Compliance Summary Report

From 2/1/2021

To 2/28/2021

Corridor (All Corridors)

Inspections by Officer

Officer	Inspections	Re-inspections	Total
M. Sotolongo/N/A	2	6	8
Total	2	6	8

Summary of Cases Opened by Incident Type

Incident Type	Number
Building Permit Required	1
Property Maintenance	1
Total	2

Revenue Summary

	Period Start	During Period	Period End
Total Fines Assessed	\$5,825.00	\$9,500.00	\$15,325.00
Total Payments	\$0.00	\$0.00	\$0.00
Balance	\$5,825.00		\$15,325.00



Case Action Report*

From 2/1/2021

To 2/28/2021

Corridor (All Corridors)

<u>Date Issue</u>	<u>Incident Type</u>	<u>Site Address</u>	<u>Status</u>	<u>Documents Issued</u>		
2/15/2021	Building Permit Required. Permits requited for interior remodel. Application 124231 received 03/02/2021.	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 Unit:16	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				2/15/2021	Complaint	M. Sotolongo
				2/15/2021	Notice of Violation	M. Sotolongo
				2/16/2021	Notice of Hearing	S. Lowe
2/15/2021	Property Maintenance. Accumulation of Horticultural Debris.	925 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				2/15/2021	Complaint	M. Sotolongo
				2/15/2021	Notice of Violation	M. Sotolongo
				2/16/2021	Notice of Hearing	S. Lowe

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



1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

Phone: (954) 427-4011

www.townofhillsborobeach.com

Agenda Item Cover Memo

Agenda Item: Artificial Lighting Inspection
Submitting Dept: Code Compliance
Agenda Date: April 6, 2021

To: Mac Serda, Town of Hillsboro Beach Manager
From: Bernard Pita
CC: Sherry Henderson
Date: March 29, 2021
Re: Artificial Lighting Inspection

On March 19, 2021 an inspection was conducted by Code for possible violations of the Artificial Lighting Regulation under Chapter 3-9 during the first month of the turtle nesting season. I observed one violation located 1035 Hillsboro Mile where a landscaping light caused a glare and glow observed from the beach. A Courtesy Notice was issued (case# 1885) to the registered agent of the multifamily residence. The second observation was a camping chair and fishing rod near 1205 that was properly relocated away from shore. Educational material from Broward County Natural Resources will be left at the properties sign in podium.



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: Town Manager Report

1. Town Hall Painting Update
2. Flags Along A1A on National Holidays

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

Agenda Date: April 6, 2021

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

- ATTACHMENTS:**
1. Email from Artistic View, Inc.
 2. LED Lighting
 3. Lighting in Porte Cochere (4-6-2021)
 4. Lighting on Town Hall between Shutters (4-6-2021)
 5. quote

-----Original Message-----

From: Stephanie <artisticview@bellsouth.net>
Sent: Wednesday, March 17, 2021 8:40 AM
To: 'Mac Serda' <mserda@townofhillsborobeach.com>
Subject: RE: Town Hall Exterior Paint

Mac,

Here is the original specification for the fixtures from my original presentation.

Lighting in porte cochere.

<https://www.cooperlighting.com/global/brands/shaper/673-wp-luminous-half-cylinder-outdoor-wall-mount.html>

The photo on the site shows silver but it's available in the black finish. I suggest keeping all fixtures in the same finish if we are going with the white walls and black fixtures.

Lighting on Town hall between shutters

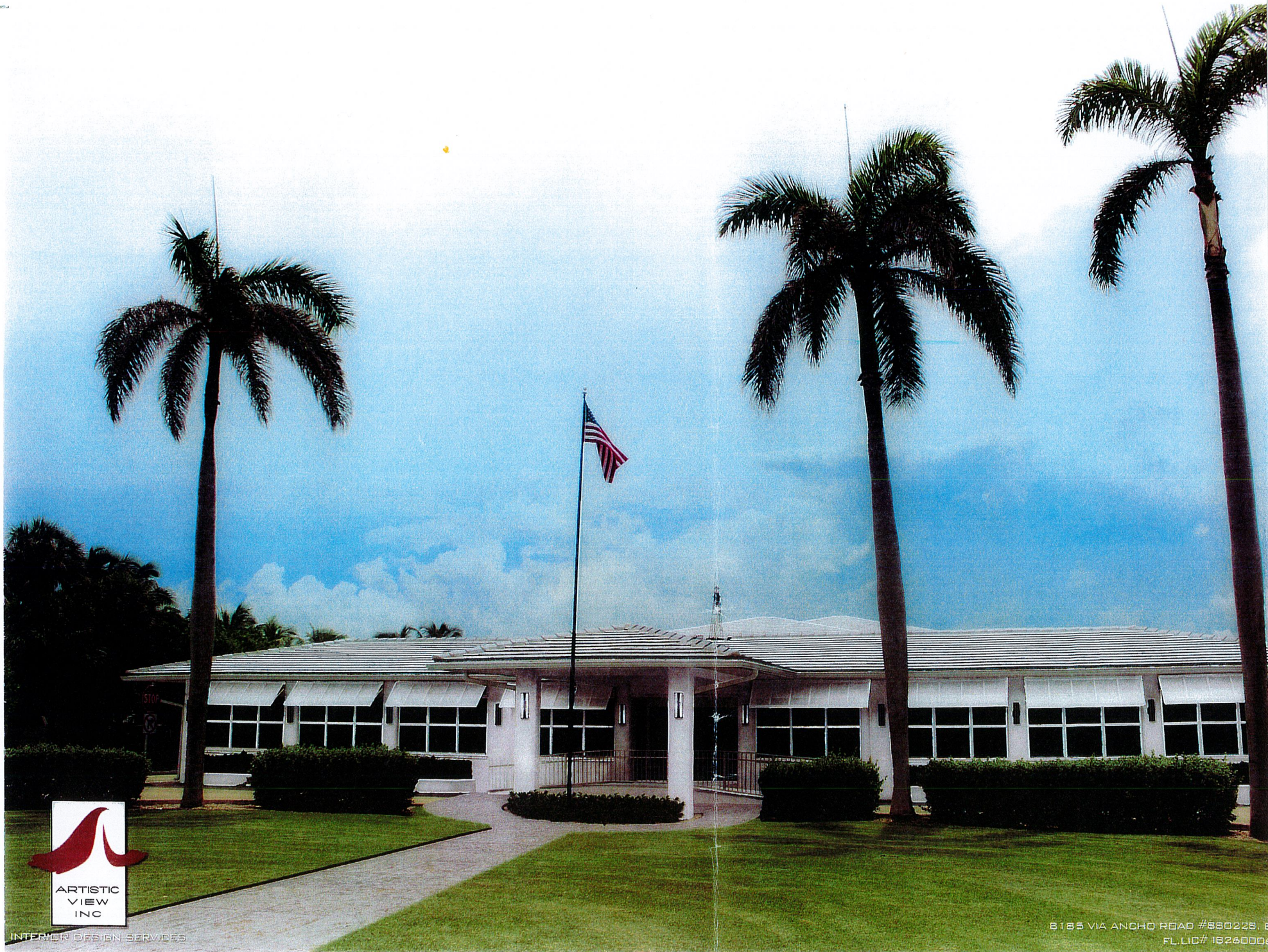
<https://www.cooperlighting.com/global/brands/lumiere/lanterra-9004-led-wall-mounted-cylinder.html>

I can order these for you thru CED which is a commercial lighting distributor, let me know if they are approved and I will get a proposal for you.

Thanks
Stephanie

STEPHANIE MERRYMAN, ASID
ARTISTIC VIEW INC
8185 VIA ANCHO RD
UNIT #880228
BOCA RATON, FL 33488
FL License IB26000683
WWW.ARTISTICVIEWINTERIORS.COM
954-805-6911 CELL

Wht
Stuck

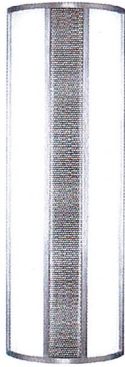


INTERIOR DESIGN SERVICES

8185 VIA ANCHO ROAD #880228, B
FL, LIC# 18260006

Shaper

673-WP Luminous Half Cylinder Outdoor Wall Mount



- Decorative Exterior vertical acrylic wall sconce and LED lighting
- 3 fixture sizes: 25", 37", and 49" wall/ ceiling surface mount
- 6 standard painted metallic finishes and custom color available
- Vertical and horizontal trim bar options
- Universal Voltage: 120-277V
- ADA compliant
- UL and CUL approved for interior and damp locations

[Spec Sheets](#)[Photometrics](#)[Give Feedback](#)

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9004-w2-rw-led3090 - Google S... x Lumiere Lanterra 9004 specifica... x +

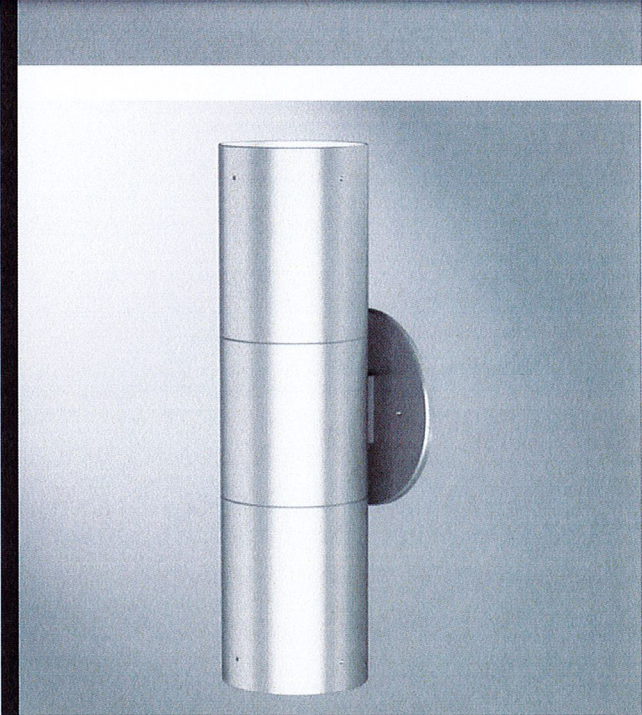
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☰ Lumiere Lanterra 9004 specification sheet 1 / 6 - 270% + 📄 ↺ ⬇️ 🖨️ ⋮

Warranty

Lumiere warrants the Lanterra series of fixtures against defects in material and workmanship for five (5) years. Auxiliary equipment such as LED drivers carries the original manufacturer's warranty.



9004 W2 FI

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Black Finish



Shaper

673-WP Luminous Half Cylinder Outdoor Wall Mount

- Decorative Exterior vertical acrylic wall sconce and LED lighting
- 3 fixture sizes: 25", 37", and 49" wall/ ceiling surface mount
- 6 standard painted metallic finishes and custom color available
- Vertical and horizontal trim bar options
- Universal Voltage: 120-277V
- ADA compliant
- UL and CUL approved for interior and damp locations

Spec Sheets

Photometrics

Luminous Wall Lighting

The 673-WP Series is a versatile, functional, decorative, and performing wall sconce with a linear, vertical form. The 673-WP is rated for outdoor use. The 673 has an acrylic lens and metallic trim that is specification-grade and perfect for commercial applications. The 673-WP is available with an integral LED light source, and offers 6 metallic paint finishes in 3 standard sizes. The aesthetic choices of horizontal or vertical trim bars add appeal. The 80+ CRI LED source is available in four CCTs, allowing you to select your lighting for the task at hand (or mood you wish to create). The 673-WP series is also ADA compliant. The Shaper 600's are known for performance, durability, and clean aesthetic delivery with lumen performance you can count on.



Lumière

Lanterra 9004 LED, Wall Mounted Cylinder

- Uplight, Downlight or combination of up and downlight
- Up to 3000 delivered lumens and 127 Lm/W
- Spot, Medium, Flood and Wide optics, Field interchangeable
- Premium machined aluminum
- Line voltage. ELV, Triac and 0-10V std. dimming
- Holds up to 2 accessories (lens, louver, filters)
- Integral and remote driver mounting options. Stainless steel hardware
- Stand-alone integral sensor option

[Spec Sheets](#)[Photometrics](#)[OVERVIEW](#)[RESOURCES / SPECS](#)[CATALOG DATA / CONFIGURE](#)

Overview

Lanterra 9004-W1 (Up or Down) and 9004-W2 (Up and Down) are 4.25" O.D., line voltage cylinder fixtures with dimmable LED. The luminaire comes in various mountings, surface mount with integral driver in the housing, remote driver mount with round and square wall plates and square wall integral driver, all of which can be mounted over standard 4 inch j-box. The luminaire also comes with various beam optics. It also comes with various lens, louvers and colors or dichroic filters can be combined up to two at once to create multiple lighting effects. The fixture may be used indoors or outdoors and carries IP66 rating



ELECTRICAL SUPPLIES, INC.

1450 SW 3RD STREET, POMPANO BEACH, FL 33069

POMPANO (954) 977-7099 FAX (954) 977-7155

MIAMI (305) 702-6001 FAX (305) 702-6004

JOB NAME: TOWN OF HILLSBORO BEACH

CUSTOMER: ARTISTIC VIEW, INC

ATTENTION: STEPHANIE MERRYMAN

DATE: 3/29/2021

QTY	TYPE	MISCELLANEOUS	PRICE	U	EXTENDED
4		SHAPER 673-16-WP-L830-UNV-MB-2VTB/PC-B	881.00		3524.00
4		SHAPER 673-25-WP-L830-UNV-MB-2VTB/PC-B	1026.00		4104.00
8		LUMIERE 9004-W2-RW-LED3090-M-M-BK-L2- UNV-RSM	1018.00		8144.00

DELIVERY ESTIMATE - 4-6 WEEKS ARO

TOTAL LOT \$ 15,772.00

THANK YOU FOR THIS OPPORTUNITY TO BE OF SERVICE!



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: Town Attorney Report

1. Submerged Lands (Hillsboro Inlet District)
2. Update on Vacation Rentals

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

Agenda Date: April 6, 2021

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. Development company claims to own parts of Hillsboro Inlet backyards of several nearby houses

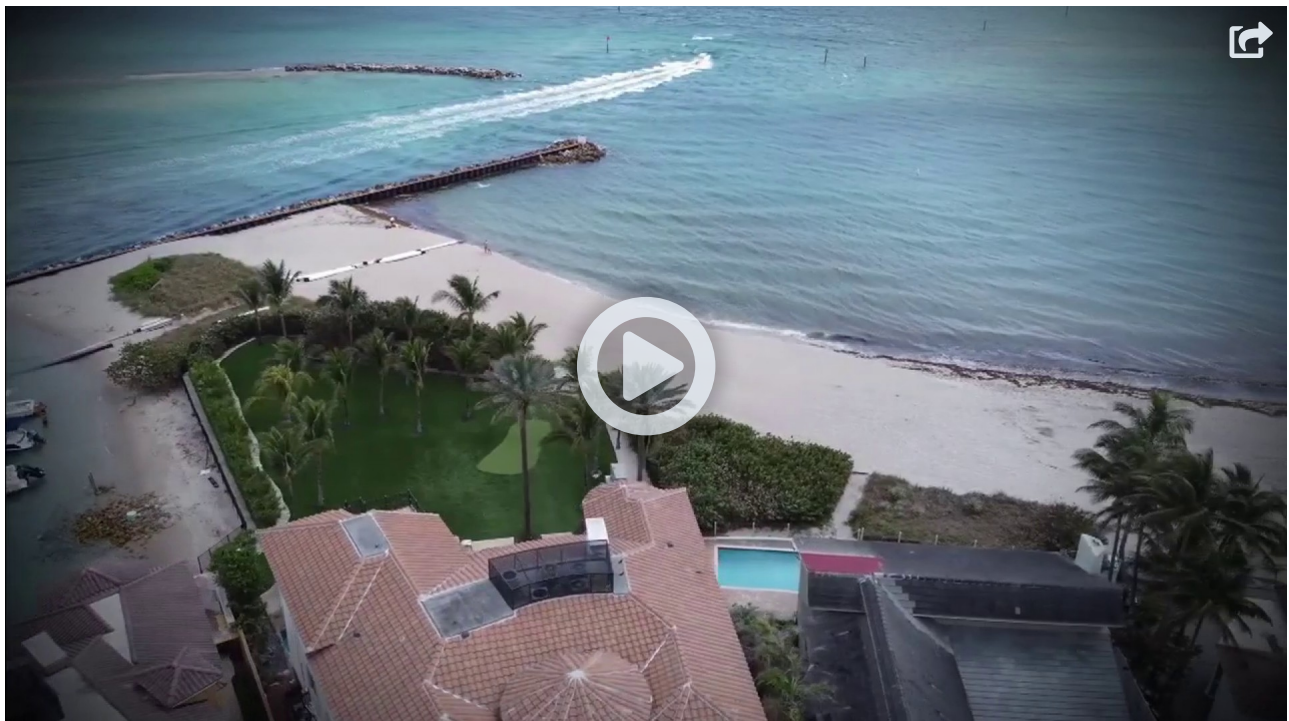
LOCAL NEWS

Development company claims to own parts of Hillsboro Inlet, backyards of several nearby houses

Jeff Weinsier, Investigative Reporter

Published: March 13, 2021, 12:18 am

Tags: Broward County, Palm Beach County, Local 10 Investigates



POMPANO BEACH, Fla. – A property development company claims it owns parts of the Hillsboro Inlet and the backyards of several houses nearby.

Broward County property appraiser Marty Kiar said he's never seen anything like it and is asking a judge for clarification before any property records are changed.

Kiar claims those affected were never informed about the matter.

The address 2000 Bay Drive in Pompano Beach is just south of the Hillsboro Inlet on the Atlantic.

According to Broward's property appraiser, if a developer gets his way, the pool area behind the house will no longer belong to the owner of the house.

"This is something that I have never seen before," Kiar said.

The property appraiser claims part of the area the developer claims to own includes parts of the Hillsboro Inlet and parts of a Coast Guard station, as well several backyards of million-dollar homes on Bay Drive.

Kiar said this affects 16 property owners.

Ad

"And the court order tells our office to take a portion of their property -- basically their backyards. It even goes through one person's pool -- and to take it out of their names and put it in the name of the plaintiff," Kiar said.

The plaintiff is the owner of Hillsboro Inlet Investments.

So much of the property is within the Hillsboro Inlet, which people utilize every day for recreation purposes.

"That is the property of the people of our country," Kiar said.

Kiar is so concerned that he's filed a "motion of clarification" to the judge seeking guidance "due to significant legal consequences."

Kiar said he wants to make sure the judge knows that current property owners affected were never even told about the issue.

"I can't believe that an order came to our office that asks us to update records and change ownership," Kiar said. "Those people who own the property were not put on notice."

"We have sent letters to every one of the property owners that are being affected. We have reached out to the state of

Florida, to the Coast Guard, to just about every single person, entity that may be affected here.”

Ad

Much of the property in question is underwater -- legally known as submerged lands.

It’s complicated, but Hillsboro Inlet Investments legally obtained ownership of the property from the sole surveying director of a dissolved realty company.

According to state records, the man listed as a manager of Hillsboro Inlet Investments is William Swaim.

“I can’t speak on the intent of the plaintiff. I have no idea why he wants to do this,” Kiar said.

The property owners who spoke to Local 10 News are lawyering up.

Ocean Ridge resident Dr. Gilbert Panzer said Swaim’s company wants him to pay \$150,000 to them for the use of his dock.

Panzer has lived at his waterfront home in Palm Beach County for 38 years.

He and close to two dozen neighbors have gotten letters from an attorney representing McCormick Mile Investments, informing them that their docks and boat lifts intrude on a canal McCormick now owns.

For a non-negotiable fee of \$150,000 per house, McCormick will give them access to the canal.

Ad

According to state records, Swaim is listed as a manager of McCormick Mile Investments

“He claims he owns the canal,” Panzer said. “I think it’s a scam.”

Down the street, another one of Swaim’s companies obtained a deed and ownership to parts of a lagoon -- submerged land behind the Wellington Arms condominiums.

Swaim’s company demanded the condo remove their dock over his land.

After years in court and mediation, a source says the condo will now pay Swaim and his company \$150,000 for use of their dock and the waterway.

This seems to be a pattern.

Swaim's companies obtain titles to submerged lands and then go after those who use them, including large cable companies with submerged underwater fiber optic cable systems.

South Spanish Trail LLC -- a Swaim company -- filed a \$250 million lawsuit against some of the biggest companies for their use of cables on his land underwater.

Could these same demands be made to the residents on Bay Drive in Pompano Beach? Or to companies with lines buried in the Hillsboro Inlet?

Ad

If history repeats itself, we know where this may be going.

By phone, Swaim refused to answer questions.

Panzer summed it up this way.

"If he wasn't successful to some extent, he wouldn't continue this. So he must be successful in some cases," Panzer said.

Residents said they are gearing up for a fight.

There is an April 14 hearing to address Kair's concerns about the order for him to change property records.

Swaim's attorney representing Hillsboro Inlet Investments released the following statement to Local 10 News:

"To Plaintiff's knowledge, there are no current property owners who are adversely impacted, as is reflected on the survey exhibits which were attached to the complaint and incorporated into the final judgment. All interested parties with potential claims to the underlying lands in question were in fact identified and named in the lawsuit. This challenge here appears to be the result of title and mapping errors which seemingly have been perpetuated by BCPA's office over the course of many decades. Notably, Plaintiff's case relies in part upon surveying calculations which, on the very rare occasion, can result in some discrepancy when lands are involved which have not been surveyed for lengthy periods of time (as is the case here)."

Ad

If there are any proven surveying discrepancies, which is not the case thus far as the BCPA has done nothing more than to rely

upon its own errant, out of date title and mapping records in drawing such a conclusion, Plaintiff is certainly prepared to promptly remedy any overlapping and/or inexact surveying calls which are brought to its attention that might potentially impact the property rights of any private landowners.

Beyond that, much of BCPA's confusion here results from its fundamental institutional misunderstanding of and failure to recognize the clear legal distinction between submerged lands and sovereign lands. Simply put, not all submerged lands are sovereign lands. As was alleged by Plaintiff in its very detailed complaint, this lawsuit was actually instigated by BCPA because BCPA had refused to title and map the properties which Plaintiff had acquired without it first obtaining a judgment quieting title to them, even though Plaintiff presented BCPA with its deed to the lands in question before initiating the lawsuit, because they are presently submerged."

Ad

RELATED DOCUMENTS BELOW:

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