AGENDA

Town of Hillsboro Beach Commission Meeting

September 7, 2021
9:00 AM

MAYOR
Honorable Deborah L. Tarrant

VICE MAYOR
Honorable Irene Kirdahy

COMMISSIONERS
Honorable Vicky Feaman
Honorable Barbara Baldasarre
Honorable Jane Reiser

TOWN MANAGER
William "Mac" Serda, ICMA-CM

TOWN ATTORNEY
Donald J. Doody

TOWN CLERK
Sherry D. Henderson, CMC

HILLSBORO BEACH TOWN HALL
1210 Hillsboro Mile
Hillsboro Beach, FL 33062
954-427-4011

www.TownofHillsboroBeach.com

Established 1939

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile, Hillsboro Beach, Florida 33062

September 7, 2021 | 9:00 AM

REGULAR TOWN COMMISSION MEETING AGENDA

MAYOR DEBORAH L. TARRANT
VICE MAYOR IRENE KIRDAHY
COMMISSIONER VICKY FEAMAN
COMMISSIONER BARBARA BALDASARRE
COMMISSIONER JANE REISER

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, September 7, 2021 at 9:00 A.M. A quorum of the Town Commission will be physically present at the meeting. The public can attend in person. However, for health and public safety, the meeting will also utilize communications media technology to allow the public to participate via Zoom video conference. 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. July 1, 2021 Quasi-Judicial Public Hearing

B. July 1, 2021 Regular Town Commission Meeting

II. PRESENTATIONS

III. ORDINANCES

A. Ordinance No. 2021-07
Amendment to the Town's Code of Ordinance, Amending Ch. 12-49 "Site Plan Requirements" and Creation of Section Entitled "Excavation" **(First Reading)**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER 12-49, ENTITLED "SITE PLAN REQUIREMENTS"; BY SPECIFICALLY CREATING SECTION 12-49 (C), ENTITLED "EXCAVATION", TO PROVIDE FOR THE USE OF BEACH COMPATIBLE SAND; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

B. Ordinance No. 2021-08
Amendment to the Town's Code of Ordinance, Creation of Civil Citations" **(First Reading)**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY SPECIFICALLY CREATING CHAPTER 11, ENTITLED "CIVIL CITATIONS"; PROVIDING FOR CODE ENFORCEMENT CITATION PROCEDURES AND APPLICABLE PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

IV. DISCUSSION & POSSIBLE ACTION

A. Discussion and Possible Action on Town Hall Renovation

V. RESOLUTIONS & CONTRACTS

A. Resolution No. 2021-32
Consideration to Approve and Authorize the Filing of Local Government Funding Request For Fiscal Year 2022/2023 with the Federal Department of Environmental Protection for Projects to Mitigate Beach Erosion in Hillsboro Beach.

B. Resolution No. 2021-33
Consideration to Approve and Authorize the Appropriate Town Officials to Execute Work Authorization and Accept the Proposal from Moffatt & Nichol, Inc for Post Construction Beach Monitoring Relative to the Hillsboro Beach Nourishment Project.

C. Resolution No. 2021-34
Consideration to Approve and Authorize the Appropriate Town Officials to Execute the American Rescue Plan Act (ARPA) Coronavirus Local Fiscal Recovery Fund Agreement.

D. Resolution No. 2021-35
Consideration to Approve and Authorize the Appropriate Town Officials to Execute Utility Work by Highway Contractor Agreement (UWHCA) on behalf of Town's Water Utility for FPID #441360-1-56-01, SR-A1A.

E. Resolution No. 2021-36
Resolution of the Town of Hillsboro Beach Commission Authorizing the Use of $94,730.00 of Federal Forfeiture Funds for Police Training, Radar Guns, Variable Signs, Communication Upgrade Equipment and Cellular Surveillance Equipment for the Police Department.

F. Resolution No. 2021-37
Consideration to Approve Lien Search Request Fee Amendment.

G. Resolution No. 2021-38
Consideration to Approve and Authorize the Appropriate Town Officials to Execute Agreement with Orange Data Systems for Lien Search Processing Services.

H. Resolution No. 2021-39
Consideration to Approve and Authorize the Proper Town Officials to Execute Renewal Letter Between Town of Hillsboro Beach and Limousines of South Florida, Inc. for FY 2021-2022 Community Shuttle Services.

VI. CONSENT

A. INVOICES FOR APPROVAL

1. CG&A: Invoice #86640 Services rendered thru June 30, 2021 **$56,931.61**

2. CG&A: Invoice #87378 Services rendered thru July 31, 2021 **$43,497.00**

3. CG&A: Invoice 88202 Services rendered thru August 31, 2021 **$51,794.42**

4. GDCE: Invoice #36761 Services rendered 6/26/2021 thru 7/29/2021 **$7,481.70**

5. GDCE: Invoice #36762 Services rendered 7/16/2021 thru 7/23/2021 **$495.00**

6. Inframark: Invoice #65790 Services rendered July 2021 **$7,400.39**

7. LSF: Invoice #21-0630-26 Services rendered June 2021 **$6,551.86**

8. LSF: Invoice #21-0731-26 Serices rendered July 2021 **$6,083.87**

9. RMA: Invoice #4617 Services rendered June 2021 **$4,625.00**

10. RMA: Invoice #4618 Services rendered July 2021 **$3,950.00**

11. RMA: Invoice #4619 Services rendered Aug 2021 **$1,337.50**

B. RESOLUTIONS & CONTRACTS

1. **Resolution No. 2021-40**
Consideration to Approve and Authorize the Appropriate Town Officials to Execute First Amendment to the Agreement with Calvin, Giordano & Associates (CG&A) for Building and Permit Services, Relating to Automatic Renewal.

2. **Resolution No. 2021-41**
Consideration to Approve and Authorize the Appropriate Town Officials to Execute First Amendment to Interlocal Agreement Between Broward County and Town of Hillsboro Beach for Community Shuttle Service.

C. PROCLAMATIONS

1. Proclamation Recognizing September 9, 2021 as Broward Mental Health Summit Day

2. Proclamation Recognizing the month of September 2021 as Suicide Prevention Awareness Month

VII. BEACH REPORT

A. Update on Beach Renourishment Project with City of Deerfield Beach

VIII. STAFF UPDATES

A. Police Department
Presented by Chief Jay Szesnat

B. Finance Dept
Presented by Stephen Bloom, Inframark

C. Building Department
Presented by Steve Mitchell, Building Official, CG&A

D. Code Compliance
Presented by Bernard Pita, Code Enforcement, CG&A

IX. TOWN MANAGER REPORT

A. Town Manager Performance Evaluation (FY20/21)

B. New Roof on Pump House and Generator Building

C. 2021 Holiday Decor

X. TOWN ATTORNEY REPORT

XI. TOWN COMMISSION COMMENTS/REPORTS

XII. PUBLIC COMMENTS

XIII. ADJOURNMENT

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

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MINUTES
TOWN OF HILLSBORO BEACH
BOARD OF ZONING & APPEALS MEETING
JULY 7, 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
Vice Mayor Irene Kirdahy
Commissioner Jane Reiser
Commissioner Barbara Baldasarre
Commissioner Vicky Feaman

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

Also Present:
Jim Hickey, Development Planner with CG&A Solutions
Debbie Orshefsky, Esq. with Holland & Knight, LLP
Charlie Carreno, Director of Development with BNH IV TRI, LLC

I. QUASI-JUDICIAL PUBLIC HEARINGS

A. Conditional Use Request Submitted by Debbie Orshefsky, Esq., with Holland & Knight LLP, Authorized Agent for BNH IV TRI, LLC – Hillsboro Beach Resort, property Located at 1159 Hillsboro Mile, Hillsboro Beach, FL 33062.

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

Jim Hickey, Development Planner with Calvin, Giordano & Associates (CG&A) presented the item. He explained the applicant, BNH IV TRI, LLC – Hillsboro Beach Resort, formerly known as Seabonay, was requesting Conditional Use Approval to permit a restaurant with beer, wine, and alcoholic beverage service within the Hillsboro Beach Resort, pursuant to Ordinance No. 2021-03. He stated building permits were originally submitted in 2018. Mr. Hickey reviewed the criteria for Conditional Use established in the Ordinance and explained the staff analysis of the application.

Mr. Hickey discussed concerns regarding people attending events at the Hillsboro Beach Resort who were not staying at the hotel. He stated that at this point, staff is not comfortable with how the event space would function. He noted concern regarding adequate parking. Continuing, Mr. Hickey stated that staff believed the Conditional Use would enhance the hotel and asserted that the project was consistent with the Comprehensive Plan. He discussed harmony with the surrounding community.

Mr. Hickey stated staff was recommending that the application not be approved at this time to allow for further review of the event space and to work with the applicant to address how the existing requirements for parking were being met and how the event space would be integrated. Mr. Hickey added that if Commission wished, the restaurant and bar could be approved separately from the event space.

Mr. Hickey noted seven (7) conditions recommended by staff if the application were to be approved, including:

1. Provide a parking demand study that shows that the current supply of parking accommodates all of the proposed uses for the resort.
2. Hours of operation for the restaurant shall be limited to 7 a.m. to 10:30 p.m. daily.
3. Any outdoor music associated for the resort shall be limited to the times food and alcoholic beverages are served onsite. No amplified music is allowed in the outside areas of the resort.
4. No food or drinks shall be prepared outside the resort building at this time.
5. The Town Commission may wish to re-evaluate the conditions of approval within one (1) year from approval.
6. Applicant shall work with the Town to establish trash pick-up relative to the restaurant facility.
7. For any hotel sponsored event or any special event, the owner must contact the Town staff within three (3) working days of the event to determine if an off-duty officer is required.

Commissioner Reiser asked the maximum capacity of the proposed event space as allowed by fire regulations.

Steve Mitchell, Town Building Official, explained in the use contemplated, the fire safety requirement would be approximately five (5) square feet per person.

Commissioner Reiser noted that parking would need to accommodate the full number of people permitted, including staff. Discussion ensued regarding hours of operation.

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Debbie Orshefsky testified that the applicant would like to withdraw the request for the special event space at this time. She shared an updated graphic, limiting the restaurant to 3,107 square feet. She stated the second-floor event space would still be fitted out but would not be used as event space until such time as the applicant returns to the Town Commission for approval as required.

Ms. Orshefsky discussed the age of the building and explained the applicant had virtually rebuilt the hotel to turn what was a run-down building into a full-service boutique hotel. Continuing, Ms. Orshefsky noted that the use did not include a bar, and alcoholic beverage service would be supplementary to the restaurant. She stated that hotel guests only would be permitted to use the service, and there would be no outdoor food or drink prep. She noted speaker locations for ambient music which would not leave the site. Ms. Orshefsky stated all staff conditions were acceptable to the applicant except condition one (1), which she believed was no longer applicable with the removal of the event space from the application.

Ms. Orshefsky commented on the parking questions, stating there were 72 rooms and 80 on-site parking spaces. She added that the project had received its Temporary Certificate of Occupancy (TCO) the previous Friday and a grand opening was tentatively scheduled for Labor Day weekend. Ms. Orshefsky noted the traffic study completed had determined that putting a restaurant on-site reduced the trips associated with the hotel.

Commissioner Baldasarre asked how many employees would be on site per shift.

Ms. Orshefsky responded that there would be approximately 15 employees per shift and stated that a plan was pending to offer employees a shuttle.

Commissioner Baldasarre asked if valet parking would be used.

Ms. Orshefsky stated that valet parking was not planned for the hotel.

Commissioner Baldasarre asked if some of the 80 parking spaces were across the street.

Ms. Orshefsky responded that they were. Discussion ensued regarding historical issues with hotel guests parking on other properties and off-premises alcohol consumption.

Commissioner Baldasarre expressed concern guests would order drinks at the bar and then bring them across the street to enjoy the view. She stated she did not want the community to be impacted by that. She added that she supported the addition of a restaurant and bar and had from the beginning. Commission Baldasarre agreed with Mr. Hickey's assertion that it was unrealistic to expect everyone attending an event to stay at the hotel.

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Ms. Orshefsky stated this was the reason that the special event space was removed from the application and explained further research would be done. She stated once that information was available, the applicant would come back with a complete plan that includes a parking plan and addresses concerns.

Vice Mayor Kirdahy stated that trespassing is a problem up and down the island and asked if the hotel would have a security guard.

Charlie Carreno, Director of Development with BNH IV TRI, LLC, responded that there would be a security guard on each shift.

Commissioner Reiser stated if she read the May 2021 Police Activity Report correctly, trespassing was by far the highest number of calls. She noted it is a problem that everyone thinks the beaches are free and open to the public.

Mayor Tarrant asked if a traffic study was required.

Mr. Serda noted that a traffic study for the restaurant was included with the application.

Mayor Tarrant asserted the special event space was not discussed in the application, and agreed it was completely unrealistic to expect that a space rented for an event would have hotel guests only as listed in the traffic letter. Mayor Tarrant stated there was no room for special events, and they should not be allowed. She added that she did not know that they wanted a Grand Opening event on Labor Day weekend.

Ms. Orshefsky responded that the applicant would work with the Town Manager to make sure the event met all restrictions and stated that she understood there was a level of trust that would have to be built up.

Mayor Tarrant reviewed the staff conditions. She noted that she believed the first condition needed to include employee parking as part of the parking study which had not been done.

Ms. Orshefsky stated that part of the difficulty was that the Town's Code did not have a parking standard for hotel use. She explained that some nearby communities require 0.65 and 0.7 parking spaces per hotel room and stated that number was clearly exceeded, while leaving spaces for guests of the hotel and staff. She noted this was the existing use of the hotel, and the only question at this time was the alcoholic beverages.

Mayor Tarrant stated that she would like to amend the review period to six (6) months instead of one (1) year.

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Mayor Tarrant opened a public hearing on the application.

Joel Rosenstein, 1155 Hillsboro Mile, stated that his unit was adjacent to the pool. He asked the hours of the ambient music and expressed concern about the interruption.

Mr. Carreno responded that music would be played from 7:30 a.m. to 10 p.m., and clarified that it would be background music, so the neighboring properties would not hear it.

Mayor Tarrant stated that she thought this was a fair concern.

Ms. Orshefsky pointed out the speakers on the plan. She stated there were eight (8) small speakers on the covered pool deck and noted that it was enclosed on the roof and two (2) complete sides. She added that any outdoor music would be required to comply with the Town's noise ordinances and would not be able to leave the property.

Vice Mayor Kirdahy stated that ambient music should not be heard beyond the specific area and pointed out that if a neighbor was disturbed by it, there was enforcement available. She said hopefully it would be a non-issue.

Mr. Carreno stated that they planned to be good neighbors and encouraged anyone with an issue to come and speak with the manager so it could be adjusted. He added that they were not there to be a problem and wanted to be in harmony with the neighborhood. He addressed the history of the property briefly.

Town Clerk Sherry D. Henderson read emails received in advance, as follows:

Joel Rosenstein, 1155 Hillsboro Mile, wrote asking questions regarding the project, including the occupancy, hours of operation, whether the restaurant would be limited to hotel guests, parking, and outdoor dining.

David Black, Property Manager at Hillsboro Island House, 1160 Hillsboro Mile, stated his property was the neighbor across the street. He expressed concern that an independent traffic study be completed and discussed issues with parking. He discussed issues with the Seabonay Hotel and guests trespassing.

Karen Olsen, 1160 Hillsboro Mile, #501, wrote in opposition of granting a liquor license to the hotel, and shared experiences with Seabonay Hotel guests causing issues in the neighborhood. She stated parking was an issue, especially for events, and stated adding alcohol would create safety issues.

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Don and Sharon Julian, 1160 Hillsboro Mile #102, stated there were already issues with trespassing and parking, and granting the request would impact the quality of life of residents on Hillsboro Mile.

Herb and Andrea Lapin, 1150 Hillsboro Mile #207, wrote that they disapproved of the application due to safety concerns. They stated they had no objection if the restaurant was only available to guests of the Hillsboro Beach Resort or on a limited members only basis.

Jose Gomez, 1160 Hillsboro Mile, #407, expressed concern that the addition of a restaurant would add on to the trespassing concerns in the community. He stated there was limited parking that would be insufficient for hotel guests and events and asked that hotel guests were explicitly told not to trespass on neighboring properties.

Thomas Caliendo, 1150 Hillsboro Mile, #408, stated he chose to purchase his condominium because of the quietness and safety. He asserted that he was opposed to alcohol being served at the hotel because of drinking and driving concerns.

Ms. Orshefsky offered a clarification to the first email, noting she believed it to be the only question not previously answered. She stated the restaurant capacity was 49 seats inside and 17 seats outside for a total of 63 seats. Ms. Orshefsky stated it sounded as though the remaining concerns related to the "sins of our fathers," and asserted if people can have food and drink at their hotel, they are less likely to get on the road inebriated. She noted the applicant understood the trespassing issue and would put a plan in place to address the issue.

Mr. Doody asked a question regarding Ms. Orshefsky's reference to a bar.

Ms. Orshefsky explained there would be a service bar in the back of house for preparation of drinks.

Mayor Tarrant clarified that there were no bar stools in the establishment, and the space would not be open to the public.

Ms. Orshefsky agreed, adding that there was no bar.

Mayor Tarrant stated that people were making assumptions that the Town had not considered things when in fact they had, with the exception of the pool music.

Mayor Tarrant noted that she thought the addition of a six (6) month review to the conditions would be helpful. She asked counsel if a condition could be added to allow the Town to review the Conditional Use annually.

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Mr. Doody stated that an annual review was an option. He clarified that the annual review would be limited to compliance with the conditions and noted that basis for adjusting the conditions should be provided. He explained the Code Enforcement process would be the recourse in case of violation.

Vice Mayor Kirdahy responded to the public comment objections and noted that a lot of them had to do with trespassing, particularly for the building across the street. She encouraged the residents to call the Police Department in response to any issues that might come up, even if they feel silly doing so. Our police force encourages us to call for assistance rather than approach trespassers ourselves and the police will resolve the issue. It also helps the police department understand how severe a problem might be.

Ms. Orshefsky asked for clarification on the annual review and how that would differ from staff condition five (5).

Discussion ensued regarding the intent of the conditions and the course of action to be taken should issues arise.

Mr. Doody stated that condition five (5) could be revised to allow the Town Commission to reevaluate the conditions of approval and ensure compliance with the conditions after six (6) months from Certificate of Occupancy and annually thereafter, rather than adding a new condition. He clarified the intent of the conditions.

Ms. Orshefsky stated that the applicant would reach out to the management team at Hillsboro Island House to open a dialogue.

Commissioner Baldasarre asked that the next-door neighbors be included in the dialogue, as well, and stated that would be great.

Ms. Orshefsky stated that the hotel management would reach out to both and make sure they had a point of contact should any issues arise.

Mr. Doody offered revised language for condition five (5).

Mayor Tarrant asserted she wanted to keep the conversation regarding any issues with the property in the forefront and not let it fester in the background, like it did with the Seabonay Hotel.
Discussion ensued regarding the wording and intent of the conditions.

Mr. Serda addressed concerns related to traffic and parking for the event space. He stated that the last-minute issue was troublesome and expressed concern regarding

communication. He added that he wanted to be cooperative and have a successful hotel, but he did not know how to bridge the communication issue.

Mayor Tarrant added that it was also concerning that the special event space was still hanging out there.

Ms. Orshefsky responded that candidly, there were conversations like this, and it was not until she received Mr. Hickey's staff report and understood what was being asked for that they realized the difference between the hotel and special event space. She stated at that time, she spoke with her client, and they determined they were not ready to talk about the special event space, so needed to take it out and come back with a plan if they can come up with a way to address all the concerns. Ms. Orshefsky asserted that's what they're here about - a full-service restaurant that serves beer, wine, and alcohol.

Mr. Doody asked how the Town would enforce the removal of the special event space, and what would happen if the applicant changed their mind in two (2) months.

Ms. Orshefsky stated that she would work with staff to come up with a way to evaluate the special event space.

Mr. Doody asserted that there should be an additional condition regarding the event space. He suggested that the special event space would not be considered until the six (6) month review.

Ms. Orshefsky stated that they expected to be back with a plan for the event space in September or October. She noted that if they cannot come up with a plan that addresses the concerns, it may be that the space is not permittable in the Town of Hillsboro Beach.

Discussion ensued regarding the special event space and how to exclude it from the Conditional Use approval.

Mr. Serda explained that since the inception of the plan, what was being called the special event space had been a void on the site plans. He stated that they were here because the special event space and the kitchen area were not declared at the beginning and the plans were morphing.

Mr. Hickey echoed Mr. Serda's comments that the original plan did not include the event space. He stated that a condition should be added to note that this approval did not include the event space and said staff would work with the applicants to come up with a study that incorporates all of the discussions during the meeting. Mr. Hickey stated at that time the Conditional Use could be amended to reconsider the event space, rather than having a new application.

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Mr. Serda commented on the definition of special events, noting that hotel sponsored events were not included. He stated Super Bowl night, Fight Night, or similar events would be allowed, and the Town would have no idea how that space was used.

Mr. Hickey stated the space was identified as back-office space on the original plan.

Mayor Tarrant asserted that event space in this hotel was a square peg in a round hole.

Commissioner Reiser commented on staffing and parking. She stated if all 72 rooms are booked and management decides they need staff, there would be nowhere for those people to park. She added that they all want the hotel to be successful and said it would add prestige to an already prestigious Town, but she was trying to look at the big picture.

Mr. Hickey shared research staff had done on parking requirements in surrounding communities. He stated staff was comfortable with the parking for the hotel and restaurant, but not for anything beyond that until additional work was done.

Mayor Tarrant asked if a problem was identified over the next six (6) months, whether the Town could ask during that review that employees be shuttled onto the site.

Mr. Hickey stated that the initial review period was intended to make sure the requirements within the agreement were being followed to the letter of the law.

Mayor Tarrant asserted that she thought everyone would learn a lot over the next six (6) months.

Mr. Serda asked if the special event space could be excluded from public space.

Mr. Hickey asserted that if the applicant was removing the event space from the application, it could not be used for food and beverage service.

Mr. Doody agreed and asked the applicant for clarification as to the intent for the special event space.

Ms. Orshefsky stated the space may be used initially for back-of-house office space as outlined on the building plans submitted. She added that the applicant was happy to agree to the six (6) month reviews and noted they may get to the point the Town finds it no longer necessary.

Mr. Doody asked the Commissioners for clarification as to whether condition one (1)

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should be included or excluded. He reiterated that staff had made the recommendation and the applicant had asked for its removal.
Ms. Orshefsky asserted that Mr. Hickey had testified staff was comfortable with the parking demand excluding the event space.

Mr. Doody asked Mr. Hickey to provide clarification.

Mr. Hickey stated staff was comfortable moving forward with the restaurant and bar with parking as currently provided. He noted he had consulted with his traffic consultant, and they were both comfortable with the removal of condition one (1).

Gail Wiser, Hillsboro Island House Board Member, stated most of her residents had commented in opposition to serving liquor and voiced their concerns about trespassing. She added that the hotel has a responsibility to be pro-active and stated that visitors need to understand condo living and that the Intercoastal space is private property, not a park. She asserted that the hotel was also responsible to educate their guests that they can not bring plastic cups onto the beach, and stated she thought more than one (1) security guard was needed.

Mayor Tarrant suggested "no trespassing" signs on the park-like area.

Ms. Wiser responded that there were plenty of signs, but they are ignored.

Mayor Tarrant noted that the hotel guests were allowed to take their plastic cups down to the beach because it is private property and could not be restricted.

Mayor Tarrant closed the public hearing.

Mr. Doody read the conditions for the record:

1. The hours of operation for food and beverage service shall be limited to 7 am to 10:30 pm daily.
2. Any outdoor music associated with the resort and generated by the resort shall be limited to the times food and alcoholic are served onsite. No amplified music shall be allowed in the outside areas of the resort.
3. No food or drinks shall be prepared outside the resort building at any time.
4. The Town Commission shall re-evaluate the conditions of approval and ensure compliance with all conditions of approval six (6) months subsequent to the issuance of the Certificate of Occupancy for the hotel and every twelve (12) months thereafter.
5. Applicant shall work with the Town to establish trash pick-up relative to the restaurant facility.

6. For any hotel-sponsored event or any special event, the owner must contact the Town staff within three (3) working days of the event to determine if an off-duty officer is required.
7. The internal space labeled "BOH/Office" on the construction plans approved by the Town for renovation of the hotel shall be used for only office space. The use of the "BOH/Office" space for any other purpose is prohibited unless a new application for a conditional use is filed and subsequently approved by the Town Commission.

Ms. Orshefsky confirmed the applicant agreed to the conditions.

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Feaman, to approve the Conditional Use subject to conditions listed by counsel. In a roll call vote, the **motion** passed unanimously. (5-0)

Mr. Doody asked for clarification as to whether it was the applicant's intent to seek additional consideration by the Commission for the event space.

Ms. Orshefsky stated that they would try.

Discussion ensued regarding the additional application.

Mr. Doody stated that the applicant should understand they would be starting a new application for use of the special event space.

II. ADJOURNMENT

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

There being no further business before the Board of Zoning and Appeals, the meeting was adjourned at 10:49 a.m.

ADOPTED THIS _____ DAY OF _____, 2021

By: _____

Deborah L. Tarrant, Mayor

ATTEST:

_____

Sherry D. Henderson, CMC, Town Clerk

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WRITTEN PUBLIC COMMENTS

Public Comments emailed to the Town Clerk – Read aloud at Meeting and Entered into the Record

JULY 6, 2021

Quasi-Judicial Public Hearing

Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, FL 33062
TownofHillsboroBeach.com
954-427-4011

Town Clerk

From: Sabino Tollis <stollis47@comcast.net>
Sent: Friday, July 2, 2021 8:24 AM
To: David Black
Cc: Townclerk@townofhillsborobeach.com
Subject: Re: Quasi-Judicial Public Hearing re: 1159 Hillsboro Mile request for Conditional Use Permit

Thanks

Sent from my iPhone
Sabino Tollis

On Jul 2, 2021, at 8:19 AM, David Black <hihmanager1160@gmail.com> wrote:

Date: July 2, 2021
TO: TOWN OF HILLSBORO BEACH, FLORIDA

Thank you for giving us the opportunity to provide public comment concerning the Conditional Use request of Hillsboro Beach Resort located at 1159 Hillsboro, We are the neighbors across the street Hillsboro Island House located at 1160 Hillsboro.
A few preliminary comments. We were surprised that we just received the notice of the hearing on June22,2021 . Also we were unable to review the ordinance No. 2021-03 on the website or locate it anywhere so that we would know what are the elements required to receive a conditional use. Ms. Henderson was kind enough to forward the documents on file but we do not have a copy of the ordinance.
Our concerns are as follows:
It does not appear that an independent traffic study was completed. This is an important issue especially as it pertains to parking. Throughout the construction on 1159 we temporarily allowed workers and employees to park in our guest lot. When our parking lot was full with workers and other employees we couldn't accommodate our own residents and had to prohibit them from parking in our lot. People still continued to park there. On May 14, 2021 we sent a letter to the owners/LLC advising them that while we welcome them to the beautiful community of Hillsboro Beach we wanted to inform them that their visitors/guests would not be allowed on the Hillsboro Island House private parking lot. To date we have not received a response from the owners.

Many of our residents recall the unwanted trespassers on our property when the property was the Seabonay. Hotel Guests from the Seabonay brought their own alcoholic beverages since Seabonay did not serve alcohol onto our property and would trespass onto our property to drink, watch the boats and the sunset. Our property was a photo op for their guests and families. Which brings us to the question- you are having a wedding , anniversary or birthday and what do you do- invite guests. The other problem is with the COVID restrictions in the past year we have witnessed an unprecedented number of trespassers to our property. Sometimes the police were called but more often than not we tried to advise the people to leave. Sadly the number of belligerent people outweighed those that were cooperative. People on vacation who consume alcohol are not necessarily always in a cooperative mood. They are on vacation and want to do what they want to do. Safety first for our residents is imperative. One of the recommendations from the town's consultant is that "no food or drinks be prepared outside the resort building at any time" It's naïve to think that guest will not have their own to-go containers and walk over to watch the boats on the inter -coastal on our property. Outdoor music amplifies on the water and when people consume alcohol some like loud music and dancing. Certainly not a crime but in a community that does not consist of any commercial establishments we feel the use of alcohol should not be permitted.

There are so many other things we could mention-need for a noise study, effect on property values and importantly the effect on the police department. Please carefully consider our concerns and at least don't rush this matter through until all due diligence is exercised , the residents have more time to respond other than the holiday weekend and we would all welcome our new neighbors who exercise care and caution and all will be considerate of each other.

SINCERELY,

David A. Black, LCAM
David Black Property Manager
Hillsboro Island House

--
David A. Black, LCAM
Hillsboro Island House Condominium Apts., Inc.
1160 Hillsboro Mile
Hillsboro Beach, FL 33062
954-366-6129

Town Clerk

From: Sunrise Uph & Emb <sunriseautouph@gmail.com>
Sent: Monday, July 5, 2021 1:10 PM
To: TownClerk@townofhillsborobeach.com
Subject: meeting id # 87847361566

My name is Thomas Caliendo, an owner of Opal Towers West Condominium. I chose to purchase this Condominium because of its Quietness and the safety of my family with having our own Police Department
I am aware of the renovation to 1159 Hillsboro Mile. I was not aware of the usage of the property prior to my purchase which was told to me at this point was a hotel at one time ? I don't really see any issues as far as remaining a hotel but I do reject having them serving ALCOHOLIC beverages.
I am opposed to this as follows: the traffic and the light on this road at night is not an ideal situation to someone that may have had a little too much Alcohol in their system and be quite dangerous to our residents.

--
Thank You
Thomas Caliendo
1150m Hillsboro Mile
Hillsboro Beach
Apt.408

Virus-free. www.avast.com

Town Clerk

From: BILL SILVERS <rssilvers@bellsouth.net>
Sent: Tuesday, July 6, 2021 10:51 AM
To: Town of Hillsboro Beach
Subject: Hillsboro beach resort

I am concerned with this resort putting in a bar and restaurant that will also be open to outside traffic. I do not believe they would have enough parking spaces to accommodate all the residents and people from the outside to eat and drink there. We are a residential community, we are unique and should not allow this property the permit for a bar and restaurant. Thank You. Rose Silvers, Overlook Condo

Town Clerk

From: kwoody0322@aol.com
Sent: Friday, July 2, 2021 4:04 PM
To: townclerk@townofhillsborobeach.com
Subject: Quasi-Judicial Public Hearing - Conditional Use Request - 1159 Hillsboro Mile

Dear Mayor and Commissioners of Hillsboro Beach:

I am writing to oppose the granting of a liquor license to the Hillsboro Beach Resort located at 1159 Hillsboro Mile.

As a resident of Hillsboro Island House, located at 1160, across the street from the hotel, I believe the granting of this liquor license request would become a trespassing and safety issue for the residents of HIH. When the current hotel was the Seabonnay, we had constant issues with hotel guests trespassing onto our property to watch the boats, go fishing, take photos, and bring their cocktails over while enjoying the boats going by on the Intracoastal(Seabonnay did not serve alcohol). At times, when there was no parking available at the hotel and their small parking area on the west side of A1A was also full, their patrons would use our guest parking lot which is located just off of A1A. When a resident or Board of Director would nicely ask these individuals, be it parking or otherwise to leave and explained that this was private property and they were trespassing, *we encountered everything from screaming at us to calling us racist*. I can't imagine what we will encounter if the guests of the Hillsboro Beach Resort have access to alcoholic beverages during both the day and evening hours.

There is also the concern of "special events". Because the hotel has a compromised parking situation, I have to believe guests would search out the closest parking location, whether it is on HIH property or one of the other neighboring condo buildings parking lot. Let's be honest, the hotel managers will not be able to keep track of their guests activities. Hotel guests change from day to day and guests do not concern themselves with surrounding properties...only enjoying themselves.

I understand a costly liquor license brings revenue to the town and it brings revenue to the hotel as well. I grew up in Broward County and bought my condo thirty one years ago for the beauty of the area, our own police department, private beach, the prestige and safety of Hillsboro Beach. I do not want myself or other residents to have to deal with safety concerns due to the granting of a liquor license that permits access to alcohol day and night for a business located in a residential community. The Seabonnay was a nightmare without alcohol!

I ask that the Commission not grant a liquor license to the Hillsboro Beach Resort at the expense of the residents and police.

Thank you for taking the time to read my concerns and opinion.

Sincerely,

Karen Olsen
1160 Hillsboro Mile
Unit 501
Hillsboro Beach, FL

Town Clerk

From: Joel Rosenstein <jvrpt@verizon.net>
Sent: Tuesday, June 29, 2021 4:04 PM
To: TownClerk@TownofHillsboroBeach.com
Subject: Quasi-Judicial Public Hearing

Sherry,
Hope all is well with you.
I will be attending the meeting on July 5th, but in the interest of saving time, (as these things tend to drag on) I would like to submit several questions so Ms. Orshefsky can
include these topics in her presentation. If not, I will ask her on Tuesday.
1- What will be the total occupancy of the restaurant/bar?
2- Will it be for hotel guests only?
If open to the public what about traffic and parking?
3- Will the hotel be offering room service?
4- What will be the hours of operation for the restaurant be, but more importantly, the kitchen which creates not just noise but exhaust smells from cooktops?
5- Will there be bar/food service at the pool?
6- Will there be outdoor dining? If so what will be the location? Northside, Southside or Eastside?
I sent you these so, if appropriate, you could give her a "head's up" that these questions will be coming.
Thanks for all you do for all of us in the town. It does not go unnoticed by those of us in the know.
Hope you have a great 4th of July weekend. See you Tuesday

Joel Rosenstein

Town Clerk

From: JOSE GOMEZ <joeandbarb@att.net>
Sent: Monday, July 5, 2021 12:48 PM
To: townclerk@townofhillsborobeach.com
Subject: Quasi-Judicial Public Hearing, Tuesday, July 6th

Regarding the request from the building/hotel at 1159 Hillsboro Mile (The Hillsboro Resort) for Conditional Use approval to allow a restaurant that will serve food, beer, wine, and alcoholic beverages within The Hillsboro Resort, I have the following concerns:

The addition of a restaurant with alcohol service will add additional trespassing concerns to our community, which is located directly across the street. Our building, Hillsboro Island House at 1160 Hillsboro Mile, has over the years endured pedestrian and vehicle trespassing upon its property. The Hillsboro Resort has very limited parking spaces outside its main building, certainly insufficient to handle additional vehicles visiting guests, or attending any special event. The parking spillover to our property is a certainty, which would only be avoided if The Hillsboro Resort employs a full-time parking security service to manage the parking situation. The Hillsboro Resort would also need to explicitly inform its guests not to trespass on the adjacent private properties.

Thank you,
Joe Gomez
1160 Hillsboro Mile, Apt. 407

Town Clerk

From: Andrea Lapin <shapoffa@optonline.net>
Sent: Thursday, July 1, 2021 1:16 PM
To: TownClerk@TownofHillsboroBeach.com
Subject: Hearing July 6,2021

We are residents of Hillsboro Beach and would like to register our disapproval of the request by Debbie Orshevsky to approve her request to allow a restaurant with liquor license to be opened at the property at 1159 Hillsboro Mile to be open to the public.

We feel that the extra traffic, noise, and possible disturbance to our quiet neighborhood would be detrimental to the environment and possibly to our safety and property values.

We would have no objection if said restaurant was only available to guests of the Hillsboro Beach Resort or on a limited members only basis. This would preserve our neighborhood integrity, safety, and environment with provisions for ample restricted parking off the main road which is already overcrowded and sometimes dangerous.

Respectfully Submitted,

Herb and Andrea Lapin

1150 Hillsboro Mile

Apt.207

Town Clerk

From: Sharon Gardzinski <idodeps@gmail.com>
Sent: Friday, July 2, 2021 9:05 AM
To: townClerk@townofhillsborobeach.com
Subject: Granting of liquor license for former Seabonnay Properyty

Hello, Town of Hillsboro Beach:

I am writing in OPPOSITION of the granting of a liquor license to the former Seabonnay property. I live across the street at 1160 Hillsboro Mile. We already have parking issues in our guest lot with trespassers trying to park and go to the beach. I feel that the granting of this license would cause an undue burden not only on our resident/guest parking lot, but also our surrounding neighbors in the area and our men and women in blue, who are the finest!

We would be most affected by it because our guest/resident lot sits right off of A1A and directly abuts what little public parking the former Seabonnay has available.

Your DENIAL of this request will maintain the quality of life of all residents on the Hillsboro Mile that we all enjoy. Your support of our residents' safety is greatly appreciated!

Don & Sharon Julian
1160 Hillsboro Mile
#102
Hillsboro Beach, FL 33062
954-427-1712

DRAFT

MINUTES
TOWN OF HILLSBORO BEACH
REGULAR COMMISSION MEETING
JULY 6, 2021

CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE

Mayor Deborah L. Tarrant called the meeting to order at 10:58 a.m. Roll was called with the Commission members and staff present as listed below.

Town Commission:
Mayor Deborah L. Tarrant
Vice Mayor Irene Kirdahy
Commissioner Jane Reiser
Commissioner Barbara Baldasarre
Commissioner Vicky Feaman

Town Staff:
Mac Serda, Town Manager
DJ Doody, Town Attorney
Sherry D. Henderson, CMC, Town Clerk
Jay Szesnat, Chief of Police

Also Present
Steve Mitchell, Building Official (CG&A)
Terry-Ann Boyd-Reynolds, Code Compliance (CG&A)
Steven Bloom, Finance (Inframark)

APPROVAL OF AGENDA

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

I. APPROVAL OF MINUTES

A. Minutes of the June 1, 2021 Board of Zoning & Appeals Meeting

Motion made by Commissioner Baldasarre, seconded by Vice Mayor Kirdahy, to approve the minutes from the June 1, 2021 Board of Zoning & Appeals Meeting as printed. In a roll call vote, the **motion** passed unanimously. (5-0)

B. Minutes of the June 1, 2021 Regular Commission Meeting

Mayor Tarrant shared corrections and clarifications to the June 1 Regular Commission minutes as presented.

Motion made by Commissioner Baldasarre, seconded by Commissioner Feaman, to approve the minutes from the June 1, 2021 Regular Commission Meeting as amended. In a roll call vote, the **motion** passed unanimously. (5-0)

C. Minutes of the June 15, 2021 Special Commission Meeting

Motion made by Commissioner Baldasarre, seconded by Vice Mayor Kirdahy, to approve the minutes from the June 15, 2021 Special Commission Meeting as printed. In a roll call vote, the **motion** passed unanimously. (5-0)

II. PRESENTATIONS

A. Certificate of Commendation Presented to Communications Resource Specialist (CRS) Tyler Franco

Mayor Tarrant thanked the Police Department for going way beyond the requirements of the job.

Deputy Chief Robert O'Neill shared details of an event which officers had responded to on May 24, and stated the Town was proud of the staff and their response which had resulted in an excellent outcome.

Mayor Tarrant read a commendation for Communications Resource Specialist Tyler Franco.

B. Certificate of Commendation Presented to Officer James Nolan

Officer Nolan was not able to attend in person.

C. Life Saving Award Presented to Sergeant Andrew Kirchoff

Mayor Tarrant read the Life Saving Award presented to Sergeant Andrew Kirchoff.

Police Chief Jay Szesnat recognized Sergeant Kirchoff, noting he had started as an unpaid reserve officer. He stated Sergeant Kirchoff is the Police Department's trainer and listed some of the things he trains on. He added that it had been an honor to watch Sergeant

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Kirchoff grow as an officer and a leader and noted this was his third Life Saving Award with the Town.

III. ORDINANCES

A. Ordinance No. 2021-07 Amendment to the Town's Code of Ordinance, Amending Ch. 12-49 "Site Plan Requirements" and Creation of Section Entitled "Excavation." (First 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 12-49 ENTITLED "SITE PLAN REQUIREMENTS"; BY SPECIFICALLY CREATING SECTION 12-49(C), ENTITLED "EXCAVATION", TO PROVIDE FOR THE USE OF BEACH COMPATIBLE SAND; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Doody read the Ordinance by title only.

Mr. Serda explained this had to do with the excavation and retention of sand. He summarized the requirements of beach compatible sand for the record. He noted the cost incurred was the responsibility of the applicant.

Mr. Doody noted the Town now has a requirement that sand remain on the island and stated this Ordinance was a further step which imposes a requirement on development that where there is excavation, that sand must be utilized either toward the beach or dune restoration or provided to the Town. He added that he looked forward to input from the Commission as to whether this was close to what they would like to see.

Mayor Tarrant noted the filtering process was not addressed in the Ordinance and asked who would make the determination as to whether sand was beach compatible. She asked if it could be provided that the Town's engineers make the determination of compatibility.

Mr. Doody stated this was intended as a component of site plan approval, and the Town's consultants would review the geotechnical evaluation. He noted that to the extent of compatibility, he would hope the evaluation would determine not only compatibility but whether the sand was infused with debris.

Mayor Tarrant asserted that the Town needed to provide for what happens if it does contain debris. She asked if Hillsboro Beach could do what Miami Beach does, and require the sand be filtered.

Mr. Doody stated that Surfside and Miami Beach had stringent requirements, but Broward

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County and Palm Beach did not. He noted staff had checked with Broward County and they did not have the means to evaluate.

Mr. Serda added that Department of Environmental Protection (DEP) approval of the sand source would be required. He noted filtering could be an additional requirement if the Commission chose.

Mayor Tarrant stated that to use the sand, it would need to be filtered. She noted that at this point the sand is not allowed to be removed from the Town, but there is no instruction as to what to do with it.

Discussion ensued regarding how the issue had been handled with past development.

Mayor Tarrant asked what would happen if the sand was not compatible, and whether that was possible. She asserted that she thought they needed to ask Tim Blankenship, but she did not believe it was possible for sand to come out of the barrier island and not be compatible.

Mr. Serda stated that he thought debris which was not beach compatible should be allowed to be removed. He noted that excavated material which was not beach compatible should be provided for within the Ordinance.

Mr. Doody responded that he thought Mayor Tarrant brought up a good point, as the entire island was once sand.

Mr. Serda referenced the sewer project and stated there was sand excavated that was not compatible, as the grains were too large.

Discussion continued regarding depths of excavation and the depths of useable sand, as well as what a geotechnical report would include.

Commissioner Baldasarre asked what cost the Ordinance would add to construction. She stated it might be cheaper for the builder to buy the Town sand instead.

Mr. Serda stated that once there was language in place, staff intended to consult local builders.

Mr. Doody stated that the Ordinance could be tabled for first reading and then put out for developer review and input.

Mayor Tarrant asserted that the current Code was more restrictive.

Mr. Doody stated that he would make additional revisions to address filtering and to integrate feedback. He noted that Mr. Blankenship, Town Engineer, had been consulted

during drafting.

Vice Mayor Kirdahy shared that she had seen images from the construction of her building in 1953 and it looked like the excavated area was just sand.

Mr. Doody responded this was the reason for using pilings and noted that just because it was sand did not mean it was beach compatible.

Mayor Tarrant agreed Mr. Blankenship should be asked whether it was even possible that sand be noncompatible, considering the island was once entirely beach.

Mr. Doody stated that he had given the option within the Ordinance to favor the property owner utilizing the sand, but in instances where they wanted to give the sand to the Town, storage would need to be considered. He noted Mr. Blankenship had informed him that Deerfield Beach may have a storage site.

Mayor Tarrant stated that anything south of Opal Towers did not have a permit to do anything on their own beach. She stated that would require going through the permit process.

Mr. Serda asserted that they had discussed the water plant as an option for storage. Discussion ensued regarding the cost of trucking and storage.

Commissioner Baldasarre suggested cost sharing might be an option.

Mayor Tarrant stated the entire point of keeping sand on the island was that it was cheaper, and if the costs started adding up it made more sense to truck it in from an inland mine.

Motion made by Commissioner Feaman, seconded by Vice Mayor Kirdahy, to table Ordinance 2021-07 to the September regular meeting for a first reading. In a roll call vote, the **motion** passed unanimously. (5-0)

IV. Discussion & Possible Action

None.

V. Resolutions & Contracts

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A. Resolution No. 2021-29

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF ONE (1) 2021 MARKED PATROL VEHICLE WITH PERIPHERALS AND EQUIPMENT FROM BARTOW FORD, PIGGYBACKING THE TERMS OF CHARLOTTE COUNTY, FLORIDA CONTRACT #2018000509.

Mr. Doody read the Resolution by title only.

Police Chief Szesnat explained the vehicle would replace the Police Department's 2005 Ford Crown Victoria "Betsy," which is falling to pieces.

Mr. Serda added that the vehicle would have multiple uses, including pulling the Marine Unit and for high water needs.

Mayor Tarrant asked if there were funds in the budget for the purchase and whether it made more sense to purchase in September when the 2022 vehicles came out.

Stephen Bloom provided clarification on the budget, noting that the line item was over for the year, but there had been additional revenue, including an insurance payout.

Police Chief Szesnat stated that there were long delay times with vehicle repairs, and he wanted to be sure that they could keep two (2) marked police vehicles on the road at all times.

Mr. Serda added that hurricane season was also a reason to move forward at this time.

Motion made by Commissioner Feaman, seconded by Vice Mayor Kirdahy, to adopt Resolution 2021-29 as presented. In a roll call vote, the **motion** passed unanimously. (5-0)

B. Resolution No. 2021-30

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AUTHORIZING THE USE OF $12,543 OF FEDERAL FORFEITURE FUNDS TO PURCHASE ONE (1) ELECTRONIC MESSAGE BOARD WITH RADAR AND TRAFFIC STATISTIC PACKAGE, PIGGYBACKING THE TERMS OF THE FLORIDA SHERIFF'S CONTRACT #FSA20-EQU118.0.

Mr. Doody read the Resolution by title only.

Police Chief Szesnat explained how the message board would be used, including in cooperation with other agencies. He noted forfeiture funds would be used.

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Commissioner Feaman asked if the board could be used to flash a passing vehicle's speed.

Police Chief Szesnat responded that more importantly, the board recorded traffic data.

Vice Mayor Kirdahy asked if forfeiture funds were being used for the vehicle, and whether there would be enough remaining for both purchases.

Mr. Serda clarified that General Funds would be used for the vehicle purchase.

Mayor Tarrant commended Mr. Serda for bringing the officer to the Town who was responsible for the forfeiture funds. She stated to keep the board meaningful, its use should be limited so people did not ignore it. She commented on the aesthetics of the message board.

Police Chief Szesnat stated that policy and procedure was being developed for the board, and staff would take that feedback under account.

Discussion ensued regarding the functions of the board and its camera.

Commissioner Feaman suggested the board could also be used on the Intracoastal.

Mr. Doody noted that care would need to be taken to avoid placing the board on private property.

Motion made by Commissioner Reiser, seconded by Commissioner Baldasarre, to adopt Resolution 2021-30 as presented. In a roll call vote, the **motion** passed unanimously. (5-0)

C. Resolution No. 2021-31

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE TOWN OF HILLSBORO BEACH TO JOIN THE STATE OF FLORIDA AND OTHER LOCAL GOVERNMENT UNITS AS A PARTICIPANT IN THE FLORIDA MEMORANDUM OF UNDERSTANDING AND FORMAL AGREEMENTS IMPLEMENTING A UNIFIED PLAN RELATING TO THE PROPOSED ALLOCATION AND USE OF OPIOID SETTLEMENT PROCEEDS.

Mr. Doody read the Resolution by title only.

Mayor Tarrant asked if the funds could be used exclusively for police training.

Mr. Serda stated that it also allowed for treatment supplies. He noted that a grant was in place currently, but at its expiration, the funds could be utilized for additional supplies.

Vice Mayor Kirdahy asked for clarification on the use of the treatment medications.

Mayor Tarrant noted that it was a small amount of money with large reporting requirements, but taking part was beneficial to the County.

Motion made by Commissioner Feaman, seconded by Vice Mayor Kirdahy, to adopt Resolution 2021-31 as presented. In a roll call vote, the **motion** passed unanimously. (5-0)

VI. CONSENT AGENDA

A. Invoices for Approval

1. **CG&A:** Invoice #86104 Services Rendered through 5/31/21 **$16,154.29**
2. **Goren, Cherof, Doody & Ezrol P.A.:** Invoice #36424 Services 5/25/2021 through 6/28/21 **$8,828.65** (General Matters)
3. **Goren, Cherof, Doody & Ezrol P.A.:** Invoice #36435 Services 5/26/2021 through 6/28/21 **$5,609.50** (Development)
4. **Inframark:** Invoice #64724 Services through June 2021 **$7,397.70**
5. **LSF:** Invoice #21-0531-26 Services through May 2021 **$5,615.88**
6. **Moffat & Nichol:** Invoice #00761050 Services rendered from 3/28/2021 through 5/31/2021 **$2,525.25.**
7. **RMA:** Invoice #4604 Services rendered from 5/1/2021 through 5/31/2021 **$4,475.00.**

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

VII. BEACH REPORT

A. Hurricane Dorian FEMA Update

Mr. Serda provided a brief update. He stated Boca Raton had completed the survey of their inlet, but the analysis was not yet available regarding any potential opportunity to benefit from the dredge.

Mr. Serda reported the FEMA funding for Hurricane Dorian had been updated from $4.2 to $4.4 million, resulting in a 75 match from FEMA. Additionally, he explained staff had received written confirmation from the State that they would fund 12.5 percent. He noted this left the Town with 12.5 percent. Mr. Serda stated there was not movement yet on funding for the FEMA beach mitigation and beach management plan updating. He noted meetings are proceeding to move that forward.

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Mayor Tarrant clarified that the second project was the FEMA funded inlet study that Dr. Jackie Broward had brought forward to study all of the different pieces which contribute to the beach situation from the Boca Inlet to the Hillsboro Inlet.

B. City of Deerfield Beach Joint Project Update

Mr. Serda stated that in September he would bring the Commission a ratification to approve Moffat and Nichol to do surveying as part of the ongoing beach monitoring. He noted that work would be 100 percent repaid by FEMA. He added that he would approve the work administratively to move the work forward ahead of that meeting as required.

Mayor Tarrant commented on the mutually beneficial relationship with Boca Raton, noting there was funding available to offset some of the dredge if the timing lined up.

VIII. STAFF UPDATES

A. Police Department

Police Chief Szesnat presented his May report and asked for questions. He noted that staffing was limited in May due to vacations. He shared details of a marine joint operation with the Broward County Sheriff's Department, Florida Fish and Wildlife Conservation Commission (FWC), and Lighthouse Point from June 28 to July 4. He explained it was a concentrating effort on reducing speed, noise, and wake violations and stated he was proud of the group effort and strength in numbers.

Police Chief Szesnat stated an officer had completed Marine Unit training and would be going to FWC for an additional 80 hours of training. He added that he was excited about the growth. Police Chief Szesnat stated that officers had been working hard to clean the shoulders of any debris and obstacles, and hoped the Commission noticed the improvement. He discussed efforts to work with delivery drivers and noted it was constant, but they were focusing.

Commissioner Feaman commented that she had noticed an improvement in the Amazon delivery drivers making an effort to get in and out quickly.

Mayor Tarrant thanked Deputy Chief O'Neill for the time taken to write letters of commendation and honor the officers. She noted additional letters received in addition to those recognized at the beginning of the meeting.

Mayor Tarrant shared an experience with a delivery driver and stated the driver had told her that they were authorized to determine if it was safe to pull in or not. She asked if there was a means to cite drivers who cause issues.

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Police Chief Szesnat responded that it was his interpretation that delivery drivers are allowed to temporarily park to load and unload. He stated that research is ongoing, but the drivers did have some teeth in their argument.

Discussion ensued regarding noise signs on the Intercoastal.

B. Finance Department

a. Financial Report for May 2021

Steven Bloom presented the May report briefly. He stated the General Fund had a surplus of $1.6 million, with 96 percent of revenue collected. He noted spending was at or below budget for all departments. Mr. Bloom briefly reviewed the Special Funds and noted that the Water Fund had a deficit of $21,700 but was improving. He noted that water billing was down compared to last month, but up compared to May 2020.

Mr. Bloom reviewed fuel cost and gallons purchased for the year, Workers' Compensation premiums, and Workers' Compensation claims analysis. He noted all were down over last year.

Mayor Tarrant asked Mr. Bloom his thoughts on creating a beach reserve.

Mr. Bloom stated that it was a good idea and noted that the contingency fund could be a source in terms of establishing that reserve. Discussion ensued regarding a line item for the reserve fund.

Mayor Tarrant asked for clarification on spending for buoys.

Mr. Serda explained.

b. FY 2022 Budget Presentation

Steven Bloom presented the proposed budget schedule, as follows:

- July 6, 2021 – Budget presentation and discussion
- September 13, 2021 – Public Hearing at 5:01 p.m.
- September 20, 2021 – Public Budget Summary and Notice of Budget Hearing
- September 23, 2021 – Public Hearing at 5:01 p.m.
- September 26, 2021 – Final Millage Rate Submitted to County and State

Mr. Bloom reminded the Commission that they were setting the maximum Millage Rate at this meeting but would have the ability to go lower in subsequent hearings.

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Mr. Bloom briefly explained the items included in the budget book, including the five (5) year Capital Improvement Plan (CIP) and focus on the fund balance. He reviewed the fund structure, noting that the only change was that there was no longer a line item for debt service.

Continuing, Mr. Bloom reviewed the budget assumptions and explained the proposed Millage Rate of 3.50 and rollback rate of 3.3530. He discussed the staffing plan, including adding two (2) new Marine Reserve positions to the Police Department and removal of one (1) part-time position in the Water Department. He explained compensation adjustments contemplated in the budget. Mr. Bloom continued to walk through budget assumptions for each department and provided a high-level review of the budget.

Mr. Serda asked if the Commission would prefer to review the rest of the budget at the first budget hearing due to time constraints.

Mayor Tarrant stated that she thought the assumptions were the important part to discuss at this point and asked Mr. Bloom if he had any issue with reviewing the remainder of the budget at the first hearing.

Mr. Bloom agreed that making sure the Commissioners were comfortable with the budget assumptions was the most important part. He offered individual meetings prior to the September budget hearing as needed.

Mayor Tarrant asked for clarification on the health insurance line item.

Mr. Serda stated that solicitations were not received until October, so the number would be an educated guess on increases.

Mayor Tarrant asked Mr. Bloom to define fund balance for the edification of the Commission and public.

Mr. Bloom explained fund balance meant the bottom-line total that fund has when you take away everything that is a liability. He noted it was not the same as reserves, as reserves could be included in the fund balance. He stated some might equate the number to retained earnings in business terminology. He explained how the number was utilized for discussion.

Discussion ensued regarding accounting terminology and use of reserve funds.

Mayor Tarrant asked questions on items related to increased building projects, beach nourishment, Town Hall renovations, and fencing.

Mr. Serda provided clarification.

The Commissioners and staff reviewed the budget hearing calendar.

Motion made by Commissioner Baldasarre, seconded by Commissioner Feaman, to set the first budget hearing for September 13 at 5:01 p.m. In a roll call vote, the **motion** passed unanimously. (5-0)

c. Approval of the FY 2022 Proposed Millage Rate and First Public Hearing

Mayor Tarrant reiterated that the Millage Rate being accepted was a maximum, and the budget book contemplated keeping the rate as currently set.

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

C. Building Services Report

Steve Mitchell, Building Official, CG&A, presented the May Building Services report while on vacation. He noted the report was consistent with the typical workload.

Mayor Tarrant asked for clarification on permits in the report which showed zero construction value.

Mr. Mitchell shared examples, including acceptance of reports and demolitions.

Mayor Tarrant asserted that following the Town of Surfside tragedy, the Town is reminded of how important the structural inspections are. She noted that while ultimately it is the responsibility of each owners' association, the Town does need to know if a building is not following up regarding the 40-year inspections. She stated she would not be surprised to see a statewide law strengthening the requirements.

Mr. Mitchell provided a brief summary of the inspection report, explaining the protocol for the program through Broward County. He noted the LeBaron's report was due two (2) years ago, but they had a tremendous amount of work in progress and were working diligently to get that work complete. He stated that the department had reviewed all buildings six (6) floors and higher and confirmed there were no issues.

Vice Mayor Kirdahy asked about discrepancies within the Broward County records.

DRAFT

Mr. Mitchell explained documents were sourced from the Board of Rules and Appeals, Broward County Building Department, and Property Appraiser's records. He noted that some years were off and stated his staff would be digging into the materials on each building to confirm documents and create a database the Town can rely on.

Vice Mayor Kirdahy expressed concern that if the dates for her property were off by 11 years, others would be an issue, as well.

Mr. Mitchell responded that some of the inaccuracy came from a phase-in program, explaining that the initial roll-out was done based not only on the year the build date, but also on the size of the building. He stated once staff confirms the schedule each building is on, they will have their own database to work off of.

Mayor Tarrant stated that much of the documentation relied on the information in the records of Broward County.

Mr. Mitchell asserted that he was very confident that the Town does not have any issues with out-of-date inspections but will spend the next few weeks confirming. He stated having this information at their fingertips was the ultimate goal, but it would take one or two months. He added that Broward County's Board of Rules and Appeals had sent the schedule of inspection dating back to 2010.

D. Code Compliance Report

Terry-Ann Boyd-Reynolds, CG&A, presented the May update on Code Compliance. She stated there were four (4) cases opened regarding sea turtle lighting and one (1) building case for artificial turf installed without permit at 1115 Hillsboro Mile. She noted all had been sent courtesy notices to address the issue and were awaiting reinspection. Ms. Boyd-Reynolds explained a sixth case involving landscaping obscuring the view had been resolved.

Mr. Serda and Police Chief Szesnat updated on staff coordination for turtle enforcement.

Mayor Tarrant commented on educating new residents regarding turtle enforcement and other issues specific to Hillsboro Beach.

Mr. Doody stated that as of July 1, Code complaints can no longer be anonymous. He noted that he would be issuing a memo shortly.

IX. Town Manager Report

A. State Road A1A Design

DRAFT

Mr. Serda explained an informal notice of the Florida Department of Transportation (FDOT) public meeting had been received, and the meeting was set for July 29 at 5 p.m., at the FDOT auditorium at 3400 West Commercial Boulevard. He stated that as soon as a formal notice was received, staff would post in lobbies and notify homeowners. He noted the meeting would be in person and on Zoom, and public comments would be accepted.

Vice Mayor Kirdahy asked if public comments would be allowed.

Mr. Serda stated that questions and comments would be accepted, but they may not have answers during the meeting. He noted the meeting would be virtual and in person.

Mayor Tarrant added that State Representative Chip LaMarca and State Senator Gary Farmer were engaged on behalf of the Town in terms of lobbying related to drainage, and stated it was possible that a revision was the reason the meeting was pushed back.

Mr. Serda stated that in relation to the utility changes there was still hope. He explained that scheduling of meetings with the Metropolitan Planning Organization (MPO) and FDOT was in process. He noted a DEP loan may also be an option.

Mayor Tarrant clarified that the Town had a responsibility to raise manholes and move utilities once the road was raised, and American Recovery Act funds had been identified as a possible source to fund the work, which was not budgeted.

Vice Mayor Kirdahy asserted that it had been years that this project was in progress, and from the very beginning they had been clear that drainage was needed. She stated that it was pointless to raise the road without drainage.

Mayor Tarrant stated there was a law that any State project needed to be reviewed for sea level rise impacts.

B. Town Hall Exterior

Mr. Serda stated there were four (4) sets of lights to review outside the building. Discussion ensued regarding the options.

Mayor Tarrant called for a recess to view the lights at 1:20 p.m.
Mayor Tarrant called the meeting back to order at 1:25 p.m.

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Feaman, to accept *Kichler Harbor Bay Single Light Outdoor Wall Sconce* for the lights on the exterior of Town Hall. In a roll call vote, the **motion** passed unanimously. (5-0)

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Feaman, to defer to Mayor Tarrant's recommendation for the size of lights on the exterior of Town Hall. In a roll call vote, the **motion** passed unanimously. (5-0)

C. Pumphouse Re-Roof

Mr. Serda shared details of a delay in the re-roofing of the pumphouse due to a shortage on construction materials. He stated the work is planned to start on July 20.

Mr. Serda added that Governor Ron DeSantis had signed bicycle legislation stating that riders must stay in the bike lane except when going around an obstacle. He noted that in a substandard lane or where there is no bike lane, bicyclists must ride single file. Mr. Serda explained the change started July 1 and Police Chief Szesnat would be working with FDOT on the educational phase and signage phase, as well as on enforcement. The portion of A1A in Hillsboro Beach is considered substandard, therefore cyclist must ride single-file through our Town.

X. TOWN ATTORNEY REPORT

Mr. Doody stated he had no report.

Mayor Tarrant asked if the Commission should consider an Ordinance to require offsite parking for construction projects. She stated that she was looking for parking outside the municipal boundaries.

Mr. Doody stated the owner would also have to be allowed to use their own property.

Mayor Tarrant referenced the former Seabonay project and stated if they can't fit all of the construction vehicles on site, they should not be allowed to block the shoulder. She stated she was asking if there was other enforcement available.

Mr. Doody suggested a threshold, noting there was a difference between two (2) electricians working on a property and a full construction project. He stated he would research the Ordinances of other communities.

XI. TOWN COMMISSION COMMENTS/REPORTS

A. Commissioner Jane Reiser

Commissioner Reiser stated that even though she has attended many Commission meetings in the past, as a newly appointed Commissioner, she noted there are many more details involved in the Town Commission than she ever realized.

DRAFT

B. Commissioner Vicky Feaman

Commissioner Feaman encouraged residents to make sure everything was inside or tethered due to incoming weather.

C. Commissioner Barbara Baldasarre

Commissioner Baldasarre stated she was impressed with the number of condos that participated with putting the flags out for Independence Day. Stated the condominium forum would not meet in July or August but would be back in September.

Mayor Tarrant suggested adding the flag project to the *Welcome to the Neighborhood* initiative.

D. Vice Mayor Irene Kirdahy

Vice Mayor Kirdahy related that there had been an election at the MPO and the officers remained the same. She stated they had done performance reviews for the council and Executive Director, as well as approved project on Southwest 10th Street, will be an active work zone from end of 2021 through 2025. She stated she did not know the specific location.

E. Mayor Deborah L. Tarrant

None.

XII. PUBLIC COMMENTS

Town Clerk Henderson read an email received after the Board of Zoning and Appeals meeting. Bill and Rose Silvers, Overlook Condos, stated they were concerned with a restaurant that would be open to the outside public. They asserted there was not sufficient parking for that.

The email was read aloud and entered into the record.

Mayor Tarrant responded that the Silvers would be relieved to know that the restaurant would not be open to the public.

DRAFT

XIII. ADJOURNMENT

Motion made by Commissioner Baldasarre, seconded by Commissioner Feaman, to adjourn the meeting at 1:40 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

DRAFT

INTER-OFFICE CORRESPONDENCE

MEMORANDUM NO. 2021-004

TO: Mayor and Members of the Town Commission

CC: William Serda, Town Manager
Sherry D. Henderson, CMC, Town Clerk

FROM: Donald J. Doody, Town Attorney DJD

DATE: June 29, 2021

RE: Town of Hillsboro Beach ("Town") / Excavation Ordinance

Attached is a proposed ordinance drafted for the purpose of providing a process by which any development or redevelopment activities undertaken within the Town would be required to utilize excavated sand for purposes of beach renourishment or dune restoration.

Background

Section 4.6 of the Code of Ordinances currently provides that it is unlawful for any person or firm to remove, or permit to be removed from the Town any sand, earth, soil, dirt, or other similar material, excavated during any phase of construction.

Analysis

In light of the current requirement that no sand or fill excavated during construction activities be removed from the Town, the proposed ordinance has been drafted with the intent of creating a process by which beach compatible sand, as determined by a geotechnical report, be utilized for beach renourishment purposes or dune restoration.

Section 12-49 of the Code of Ordinances outlines requirements for site plans submitted to the Town for development or redevelopment purposes. The proposed ordinance would require that an application for site plan approval be supported by a geotechnical report. The geotechnical report shall include an evaluation and determination as to whether the sand on the parcel subject to the development activities meets the requirements of beach compatible sand as defined by the Florida Administrative Code. Should the excavated sand be determined to be beach compatible, it shall be maintained within the municipal boundaries of the Town and be used for: 1) onsite fill burial; or 2) subject to permitting, placed seaward of the Coastal Construction Control Line; or 3) provided to the Town to be used for future beach renourishment projects.

Recommendation

It is recommended that the Town Commission consider the ordinance as a means to facilitate maintaining the integrity of the Town's beach and dune system.

DJD:mea
Enclosures

FIRST READING
9/7/2021 Commission Meeting

ORDINANCE NO. 2021-07

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER 12-49, ENTITLED "SITE PLAN REQUIREMENTS"; BY SPECIFICALLY CREATING SECTION 12-49 (C), ENTITLED "EXCAVATION", TO PROVIDE FOR THE USE OF BEACH COMPATIBLE SAND; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Hillsboro Beach recognizes and affirms the importance of maintaining and preserving the Town's beach and coastal dune system; and,

WHEREAS, the Data & Analysis for the 2018 EAR Based Amendments, of the Town's Comprehensive Plan, published in October 2018, provides that the Town has experienced severe erosion in recent years and it is expected that increased storm activity and development within the Town will result in an acceleration of shoreline erosion; and,

WHEREAS, the Florida Department of Environmental Protection (DEP), Strategic Beach Management Plan: Southeast Atlantic Coast Region published in April 2020, provides that the Town's coastline is considered "critically eroded"; and,

WHEREAS, historically beach restoration efforts within the Town have been costly with sand supplied either by offshore dredging or truck hauls from upland sand mines; and,

WHEREAS, the Town's Comprehensive Plan, Goal 6.0, currently requires that all development and redevelopment within the Town be implemented in a manner that will minimize potential natural and financial impacts to developed upland properties while preserving beach and shoreline while enhancing resilience to sea level rise impacts;

WHEREAS, the Town's Comprehensive Plan, Objective 6.8, further requires that the Town shall ensure that building, development and redevelopment activities within the Town shall minimize damage to life and property from tropical storms, hurricanes, and future sea level rise; and,

WHEREAS, the Town Commission hereby finds it is in the best interest of the Town to amend the Town Code of Ordinances, to require that beach compatible sand excavated during development and redevelopment of any parcel within the Town be utilized on site or on the beach; and,

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. Town Code of Ordinances Chapter 12-49, entitled "SITE PLAN REQUIREMENTS", is amended to create Section 12-49 (c) entitled "EXCAVATION":

Sec. 12-49 (C). - EXCAVATION

(a) Definitions.

Applicant: an individual or other authorized legal entity engaged in the development or redevelopment of any parcel within the Town of Hillsboro Beach which involves excavation and whom is responsible for filing a site plan application pursuant to Town Code of Ordinances §12-48.

Beach: is defined as the zone of unconsolidated material that extends landward from the mean low-water line to the place where there is marked change in material or physiographic form, or to the line of permanent vegetation, usually the effective limit of storm waves.

Beach compatible sand: sand that is determined to be similar to the sand already existing on the beach located in Hillsboro Beach in coloration, grain size, and composition, as more particularly described in Rule 62B-33.005(7), F.A.C.

Beach nourishment: the maintenance of a restored beach by the placement of sand to mitigate erosion.

Beach or dune restoration: the placement of sand on the beach or dune system for the purposes of restoring the beach and providing storm protection for upland properties.

Coastal Construction Control Line: (CCCL) a line established by the Florida Department of Environmental Protection that defines that portion of the beach-dune system which is subject to severe fluctuations based on a 100-year storm surge, storm waves, or other predictable weather conditions, as established pursuant to the provisions of §161.053, Florida Statutes.

Dune: a mound, bluff or ridge of loose sediment, usually sand-sized sediment, lying upland of the beach and deposited by any natural or artificial mechanism, which may be bare or covered with vegetation and is subject to fluctuations in configuration and location.

Excavation: refers to the mechanical or manual removal or alteration of consolidated or unconsolidated soil, rock material or sand from the ground, in accordance with the definition of "excavation" as defined in §556.102, Florida Statutes.

Florida Department of Environmental Protection: (DEP).

Geotechnical investigation or *geotechnical report*: performed on behalf of an Applicant, prepared by a registered professional and to be submitted with a site plan application and shall include an evaluation and determination as to whether the sand on the parcel subject to the site plan application meets the requires of beach compatible sand per Rule 62B-33.005(7), F.A.C.

Placement Plan: a plan or report prepared by a registered professional recommending the proposed use of beach compatible sand in compliance with this section and applicable laws.

Registered Professional: means a professional registered or licensed by the State of Florida and practicing under Chapter 471 (engineering), 472 (surveying and mapping), 481 (architecture and landscape architecture), or 492 (geology), Florida Statutes.

Sand: material that maintains the general character and functionality of the material occurring on the beach and adjacent dune and coastal system.

Town: the Town of Hillsboro Beach.

(b) *Purpose*. It is hereby declared and determined that preserving and enhancing the Town's beach and the mitigation of coastal erosion is essential to serve and benefit the Town. The Town recognizes that climate change and development within the Town will accelerate shoreline erosion; therefore the need for beach nourishment and dune restoration will continue to increase. The Town hereby intends to require that all development and redevelopment on any parcel within the Town, involving the excavation of sand, to comply with the requirements of this section.

(c) *Required beach compatible sand analysis*. All development and redevelopment on any parcel within the Town, involving the excavation of sand, shall be required to engage

in a geotechnical investigation and provide the Town with a signed and sealed geotechnical report along with any application for site plan approval. The geotechnical report supporting the development or redevelopment of a parcel within the Town involving excavation shall include an evaluation and determination as to whether the sand on the parcel meets the requirements of beach compatible sand per Rule 62B-33.005(7), F.A.C.

(d) *Required use of beach compatible sand*. Sand excavated during the development or redevelopment of any parcel in the Town that is determined to be beach compatible sand pursuant to a geotechnical report by a registered professional shall be maintained within the municipal boundaries of the Town, and must be utilized:

1. On site as fill material;

2. On site seaward of the Coastal Construction Control Line, pursuant to a permitted beach nourishment or dune restoration, in compliance with applicable local, state, and federal laws and regulations.

3. May be provided by the applicant, on a voluntary basis, to the Town for future permitted beach nourishment or dune restoration in compliance with applicable local, state, and federal laws and regulations.

(e) Any costs incurred by the Town in reviewing the geotechnical report and placement plan shall be born by the Applicant.

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

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

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

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

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

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

By: _____
Deborah L. Tarrant, Mayor

ATTEST:

By: _____
Sherry D. Henderson, CMC
Town Clerk

APPROVED AS TO FORM:

_____
Donald J. Doody, Town Attorney

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: **Ordinance No. 2021-08**
Amendment to the Town's Code of Ordinance, Creation of Civil Citations" **(First Reading)**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY SPECIFICALLY CREATING CHAPTER 11, ENTITLED "CIVIL CITATIONS"; PROVIDING FOR CODE ENFORCEMENT CITATION PROCEDURES AND APPLICABLE PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

Submitting Dept: **Town Clerk, Sherry D. Henderson, Town Clerk**
Agenda Date: **September 7, 2021**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. 8-Civil Citation Ordinance v4 (00457345-4)

ORDINANCE NO. 2021-08

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY SPECIFICALLY CREATING CHAPTER 11, ENTITLED "CIVIL CITATIONS"; PROVIDING FOR CODE ENFORCEMENT CITATION PROCEDURES AND APPLICABLE PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission hereby finds it is in the best interest of the Town to amend the Town Code of Ordinances, by specifically creating a Chapter related to Civil Citation procedures and applicable penalties; and

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 11 of the Town's Code of Ordinances, is hereby created and entitled "Civil Citations" as follows:

CHAPTER 11. - CIVIL CITATIONS

Sec. 11-1. - Authority and purpose.
This division is adopted pursuant to F.S. §§ 162.03(2), 162.13, and 162.22, as an alternative method of enforcing the Town of Hillsboro Beach Code of Ordinances, Land Development Regulations and is enacted to promote, protect and improve the health, safety and welfare of the citizens of the Town of Hillsboro Beach.

Sec. 11-2. - Code enforcement citation procedures.

(a) *Designation of* Town *code compliance inspector.* For the purpose of this division, the term "code compliance inspector" shall mean any designated employee or agent of the Town of Hillsboro Beach whose duty it is to enforce codes, land development regulations and ordinances enacted by the Town, and who has received appropriate training as determined by the Town of Hillsboro Beach. This shall include, but not be limited to, code inspectors, including building inspectors and law enforcement officers. Designation of a code compliance inspectors and appropriate training for such officer shall be determined by the Town manager or designee.

(b) *Citation procedure.*

(1) Any code compliance inspector is authorized to issue a citation to a person when, based upon personal investigation, the officer has reasonable cause to believe that the person has committed a civil infraction in violation of a duly enacted code, land development regulations or ordinance of the Town of Hillsboro Beach.

(2) Prior to issuing a citation, a code compliance inspector shall provide notice to the person or entity that the person or entity has committed a violation of a Town code, land

development regulation or ordinance and shall establish a reasonable time period within which the person or entity must correct the violation. Such time period shall be no more than three (3) days or a time to comply determined by the code inspector and gravity of the violation. If, upon personal investigation, a code compliance inspector finds that the person or entity has not corrected the violation within the time period, the code compliance inspector may issue a citation to the person or entity who has committed the violation. Notwithstanding the foregoing, a~~A~~ code compliance inspector shall not be required to provide the person with a reasonable time period to correct the violation prior to issuing a citation and may immediately issue a citation if the code compliance inspector has reason to believe that the violation presents an immediate threat ~~a serious threat~~ to the public health, safety or welfare, if a repeat violation is found or if the violation is irreparable, ~~or~~ irreversible or time sensitive to the extent it is not curable within a reasonable period of time.

(3) A citation issued by a code compliance inspector shall be in a form prescribed by the ~~city~~ Town and shall contain:

a. The date and time of issuance.

b. The name and address of the person to whom the citation is issued.

c. The date and time the civil infraction was committed.

d. The facts constituting reasonable cause.

e. The number or section of the code, land development regulations or ordinance violated.

f. The name and authority of the code compliance inspector.

g. The procedure for the person to follow in order to pay the civil penalty or to contest the citation.

h. The applicable civil penalty if the person elects to contest the citation.

i. The applicable civil penalty if the person elects not to contest the citation.

j. A conspicuous statement that, if the person fails to pay the civil penalty within the time allowed, or fails to appear in court or before the Special Magistrate to contest the citation, the person or entity shall be deemed to have waived the right to contest the citation and that, in such case, judgment may be entered against the person for an amount up to the maximum civil penalty.

(4) After issuing a citation to an alleged violator, a code compliance inspector shall forward the original and one copy of the citation to the Town's ~~attorney~~clerk for filing with the ~~county court or~~ S~~s~~pecial M~~m~~agistrate.

(5) A citation issued shall be subject to contest before ~~county court or~~ the S~~s~~pecial M~~m~~agistrate, as may be provided by Town code and applicable law.

(c) *Penalties.*

(1) A violation of a code, land development regulation or an ordinance cited and enforced under the provisions of this division shall be deemed a civil infraction.

(2) The maximum civil penalty shall not exceed $250.00 first offense and not to exceed $500.00 for all repeat offenses as outlined under Repeat Offender.

~~(3) A civil penalty of less than the maximum civil penalty shall be assessed if the person who has committed the civil infraction does not contest the citation.~~

~~(4)~~(3) -Any person who willfully refuses to sign and accept a citation issued by a code compliance inspector shall be guilty of a misdemeanor of the second degree, punishable as provided in F.S. § 775.082 or § 775.083.

(d) If a person fails to pay the civil penalty or request a hearing to contest the citation, fails to appear to contest the citation when a hearing has been requested, or fails to appear in court as may be required, the court or special magistrate may enter judgment for an amount not to exceed $500.00 per infraction. Upon the request of the Town, the court may issue a rule to show cause, which shall require such person to appear before the court to explain why action on the citation has not been taken. If any person who is issued such rule fails to appear in response to the court's directive, the person may be held in contempt of court. The Town as an additional remedy may refer cases of violations not paid and not contested within 15 days of issuance to a collection agency for processing, collection, and notification of failure of payment to a collection agent who is registered and in good standing pursuant to F.S. ch. 559.

(e) Civil penalties assessed pursuant to this article are due and payable to the Town on or before thirty (30) calendar days subsequent to the date of the citation ~~on the last day of the period allowed for the filing of an administrative hearing before a special master~~, or if proper appeal is made within ten (10) calendar days, when the appeal has been finally decided adversely to the named violator.

(f) The provisions of this division are additional and supplemental means of enforcing Town codes, land development regulation or ordinances, adopting a schedule of violations and penalties. Nothing contained in this division shall prohibit the Town of Hillsboro Beach from enforcing its codes, land development regulation or ordinances by other means.

Sec. 11-3. - Schedule of civil penalties.

(a) The following Town Code provisions are enforceable pursuant to the procedures described in this division and violators of such provisions shall be subject to the following penalties when enforced pursuant to this division:

	First Offense	Subsequent Offenses
Chapter 3 Animals and Fowl	$	$
Chapter 6 Garbage and Trash Disposal	$	$
Chapter 7 Offenses and Miscellaneous	$	$
Chapter 12 Land Development Code	$	$

(b) Any violation of the Town Code enforced pursuant to the procedures set forth in this division that is not provided for above shall be assessed a civil penalty of $150.00 for the first offense and $_____ for all repeat offenses.

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

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

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

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

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

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

By: _____
Deborah L. Tarrant, Mayor

ATTEST:

By: _____
Sherry D. Henderson, CMC

APPROVED AS TO FORM:
_____
Donald J. Doody, Town Attorney

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: **Discussion and Possible Action on Town Hall Renovation**
Submitting Dept: **Town Clerk, Sherry D. Henderson, Town Clerk**
Agenda Date: **September 7, 2021**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

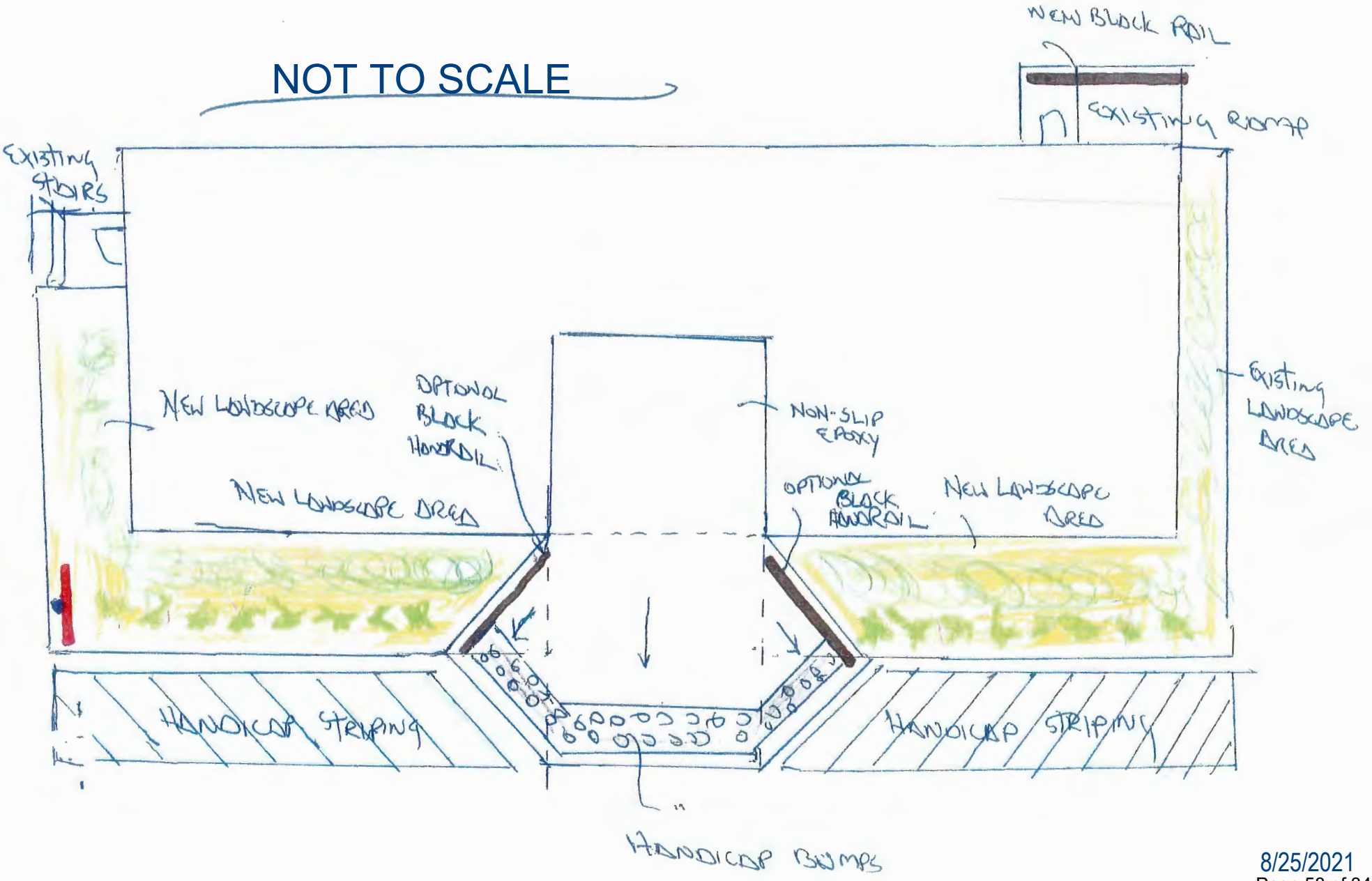
2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. Front of Bldg Drawing- Not to Scale (8-25-2021)

* ADA (Approved / Acceptable ???)

NOT TO SCALE



State of Florida
Broward County
Town of Hillsboro Beach

RESOLUTION NO. 2021-32

A RESOLUTION OF THE COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AUTHORIZING THE FILING OF THE LOCAL GOVERNMENT FUNDING REQUEST FOR FISCAL YEAR 2022/2023 WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR PROJECTS TO MITIGATE BEACH EROSION IN HILLSBORO BEACH; SUPPORTING PROJECTS FOR WHICH FUNDING IS REQUESTED; CONFIRMING THE TOWN'S ABILITY TO FUND THE APPROPRIATE LOCAL SHARE OF PROJECTS; IDENTIFYING TOWN'S FUNDING SOURCE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Town of Hillsboro Beach (Town) and the City of Deerfield Beach (City) are working jointly on a combined beach nourishment project; and·

WHEREAS, the Town and City hope to work with the City of Boca Raton on a regional approach to sand management by utilizing dredged material as a source of sand for the join beach nourishment project; and

WHEREAS, the Florida Department of Environmental Protection ("FDEP") will reimburse up to 50% of the funds for beach management projects that serve areas of critical concern through the Beach Management Funding Assistant Program (the "Program"); and

WHEREAS, in order to be eligible to apply for the Program, the Town must meet certain requirements, including confirmation thar it can fund the local share of the projects, and that there is a funding source for the projects; and

WHEREAS, the Town has budgeted funds for certain projects, and will continue to explore all avenues for funding in order to continue implementation of the Plan; and

WHEREAS, upon approval of this Resolution by the Town Commission, the Town will be eligible to submit the Local Government Funding Request for Fiscal Year 2022/2023; and

WHEREAS, staff recommends the Town Commission authorize the Town Manager to submit the LGFR for Fiscal Year 2022/2023 to FDEP in order to receive reimbursement for appropriately identified projects in the Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE TOWN OF HILLSBOR BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced "Whereas" clauses are true and correct and made part hereof.

Section 2. The Town Commission hereby authorizes the filing of the LGFR for Fiscal Year 2022/2023, attached as Exhibit "A," in order to receive reimbursement for the beach management projects identified in the LGFR and Plan.

Section 3. The Town Manager is hereby authorized to execute the documents necessary to effectuate the filing of the LGFR with FDEP.

Section 4. The Town Commission hereby supports the projects identified in the LGFR.

Section 5. The Town Commission hereby confirms the Town's ability to fund the local cost share portion of the LGFR projects utilizing Town funds.

Section 6. This Resolution shall become effective immediately upon 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. 2021-32
RECORD OF TOWN COMMISSION VOTE:

	YES	NO
MAYOR DEBORAH l. TARRANT	☐	☐
VICE MAYOR IRENE KIRDAHY	☐	☐
COMMISSIONER VICKY FEAMAN	☐	☐
COMMISSIONER BARBARA BALDASARRE	☐	☐
COMMISSIONER JANE REISER	☐	☐

Beach Management Funding Assistance Program
Local Government Funding Request
Fiscal Year 2022/2023
Beach Projects Application

PART I: GENERAL INFORMATION

Local Sponsor: City of Deerfield Beach

Federal ID Number (FEID): 59-60000305

Primary Contact Name: Patrick Bardes | Title: Coastal & Waterway Coordinator

Mailing Address Line 1: 401 SW 4th Street

Mailing Address Line 2:

City: Deerfield Beach | Zip Code: 33441 | Telephone Number: 954-480-1426

Email Address: pbardes@deerfield-beach.com

Additional Contact Information

The City of Deerfield Beach has retained the professional services of Coastal Protection Engineering (CPE) to assist with technical aspects of this funding request. The point of contact at CPE is:

Thomas Pierro, PE, DCE
561-756-2535
tpierro@coastalprotectioneng.com

PART II: CERTIFICATION

I hereby certify that all information provided with this application is true and complete to the best of my knowledge.

Signature of Local Sponsor:

Electronic or scanned signatures accepted.

Printed Name: Patrick Bardes | Date: 7/29/21

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PART III: EVALUATION CRITERIA

1. Project Name: (as listed in the Strategic Beach Management Plan)

Hillsboro Beach Nourishment Project

2. Project Description: Include county, location with reference to DEP range monuments, brief project history, and description of proposed activities.

The Hillsboro Beach Nourishment Project has placed approximately 1.4 million cubic yards (cy) of beach compatible sand within approximately 7,000 ft of shoreline in the Town of Hillsboro Beach and the City of Deerfield Beach since 1972. Placement has occurred in different sections of beach between R-monuments 6 and 12. Large scale dredging projects occurred in 1972 (360,000 cy), 1998 (555,000 cy), and 2011 (339,000 cy). Smaller scale truck haul projects have occurred in 2008 (10,000 cy), 2015 (45,000 cy), 2018 (34,000 cy), and 2020 (69,000 cy).

In 2020, two municipalities within Broward County approved a settlement agreement to settle the litigation of Town of Hillsboro Beach vs. City of Deerfield Beach regarding beach management (provided as Attachment 2 to this application). This funding request is to support the first project to be constructed as part of this settlement agreement. The municipalities are planning for a joint nourishment project to place sand from R-5+350 in Deerfield Beach to R-9 in Hillsboro Beach.

The joint project referred to as Settlement Agreement Project #1, aims to place sand throughout the full settlement area (R-5+350 to R-9). Material may be from multiple sand sources and could require construction in phases. Funds are being requested to support project design, permitting, construction activities, and post-construction monitoring. Project #1, is currently estimated to be a 300,000 cy nourishment event.

The following are provided attached to this application
Attachment 1 - LGFR maps as requested in question #4
Attachment 2 - Settlement Agreement
Attachment 3 - Hillsboro Beach Draft Resolution
Attachment 4 - Deerfield Beach Fiscal Plan
Attachment 5 - Hillsboro Beach Fiscal Plan

3. Use of Requested Program Funds: Provide a brief description of tasks to be completed in each requested phase (Feasibility, Design, Construction, Monitoring, or USACE Multiphase). Indicate which tasks are cost reimbursement from previous fiscal years.

DESIGN: Design and permitting for Settlement Agreement Project #1

CONSTRUCTION: Construction and related professional services for Settlement Agreement Project #1

MONITORING: Post-construction monitoring of Settlement Agreement Project #1 to include: physical monitoring, environmental monitoring, and tilling.

4. Map: Provide as an attachment. The map(s) of the project area must be formatted at a minimum of 1" = 200' scale and include a compass rose and legend.

Map elements must include:

1. **Project boundary:** DEP reference monuments and shoreline designated as critically eroded
2. **Eligibility:** Indicate lengths of eligible shoreline based on criteria outlined in Chapter 62B-36.007, F.A.C**.**
   a. Beach access locations: indicate primary or secondary access, and include the shoreline length, number and location of auto parking spaces, mass transit stops, bike parking spaces, and public restroom facilities within 1/4 mile walking distance of each access
   b. Public lodging establishments: include the length fronting the project shoreline, and include the length of street-side frontage for lodging within 1/4 mile walking distance of a secondary beach access location
3. **Recreational benefits:** Comprehensive list of current land use designations of properties fronting the project shoreline
4. **Value of upland property:** Include one-quarter mile buffer and provide a comprehensive list of the values of properties (data from year 2020) that are enclosed or intersected by the buffer. The 2020 property value tax roll data and ArcGIS shapefiles can be obtained from the Department of Revenue website: https://floridarevenue.com/property/Pages/DataPortal_RequestAssessmentRollGISData.aspx. See Guidance Document for more information.

5. Project length: Total restored project length (in feet) of the critically eroded area (as listed in the Strategic Beach Management Plan).	Project #1 3,700 ft (Full Hillsboro Beach Nourishment Project 16,896 ft)

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6. Eligibility: Required for all beach projects pursuant to Chapter 62B-36.007, F.A.C. Provide as a separate attachment, if needed.

- Location/Access Name: Use the official name of the park or road that is associated with the public access.
- DEP Reference Monument: Use the DEP monument that is closest to the main public access location.
- Type of Access: Indicate Primary or Secondary beach access in accordance with the definitions in Chapter 62B-36, F.A.C.
- Width of Access/Frontage: The length of the legal boundary (in feet) of the public access or lodging along the beach project shoreline. For public lodging establishments that do not front the beach, indicate the street-side length of the legal property boundary (in feet) that is used as the main access to the establishment.
- Number of Eligible Units: A unit is defined as one automobile parking space, one rental unit in a public lodging establishment, one mass transit stop, or four bicycle parking spots.
- Additional Width from Eligible Units: Total distance (feet) added to the Width of Access/Frontage. If there are multiple types of eligibility units used for this calculation, show the calculation separately for each.
- Total Eligible Shoreline: Sum of the Width of Access/Frontage and Additional Width from Eligible Units columns. Eligible shorelines cannot overlap.
- Website Link for DBPR License: Provide the link to the Department of Business and Professional Regulation (DBPR) website for proof of licensure for any public lodging establishments used for eligibility or the Recreational Benefits ranking criteria.

Location/ Access Name	DEP Reference Monument	Type of Access	Width of Access/ Frontage (ft)	Number of Eligible Units	Additional Width from Eligible Units (ft)	Total Eligible Shoreline (ft)	Website Link for DBPR License
South Beach - SE 6th St to SE	R-5.3 to R-6.7	Primary	1430	318	16,790	6,710	
The Emerald Seas	R-1.1	Secondary	200	overlap	overlap	0	https://www.myflorid
Berkshire Beach Club	R-1.2	Secondary	100	overlap	overlap	0	https://www.myflorid
Wyndham Hotel	R-2.9	Secondary	269	overlap	overlap	0	https://www.myflorid
Royal Blues Hotel	R-3.3	Secondary	125	overlap	overlap	0	https://www.myflorid
Tropic Isle Beach	R-4.6	Secondary	115	overlap	overlap	0	https://www.myflorid
Ashley Brooke Resort	R-5.6	Secondary	100	overlap	overlap	0	https://www.myflorid
Ocean Villas	R-5.7	Secondary	100	overlap	overlap	0	https://www.myflorid
Ocean Pearl	R-6.1	Secondary	58	overlap	overlap	0	https://www.myflorid
Embassy Suites	R-6.5	Secondary	367	overlap	overlap	0	https://www.myflorid
Royal Flamingo	R-7.2	Secondary	295	overlap	overlap	0	https://www.myflorid
		Secondary					
		Secondary					

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7. Schedule and Budget: Provide as a separate attachment, if needed**.** Clearly indicate project phase: Feasibility (F), Design (D), Construction (C), Monitoring (M), or USACE Multiphase (USACE). Include the year of post-construction monitoring in the description**.**

- **Cost Reimbursement:** Specify eligible costs incurred during the three years prior to the current application's fiscal year that are not in a current DEP agreement and have not been reimbursed (this includes fiscal years 19/20, 20/21, and 21/22). Eligible costs will be added to the current funding request.
- **Current and Future Costs:** Specify eligible costs for the current application's fiscal year that are not in a current DEP agreement and have not been reimbursed as well as the estimated costs for the next 4 years. Note: If Construction costs are requested in the current fiscal year, then the Year 1 Post-Construction Monitoring costs will be added to the current funding request.

Fiscal Year	Project Phase	Description	Federal Cost	State Cost	Local Cost	Total Cost
19/20						
19/20						
19/20						
20/21						
20/21						
20/21						
21/22						
21/22						
21/22						
22/23	Design	Settlement Agreement Project #1: Design & Permitting	0	200,000	200,000	400,000
22/23	Construction	Settlement Agreement Project #1: Construction and Professional Services	0	2,337,500	2,337,500	4,675,000
22/23	Monitoring	Post-Construction Monitoring	0	75,000	75,000	150,000
23/24	Monitoring	Post-Construction Monitoring	0	87,500	87,500	175,000
23/24						
23/24						

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Fiscal Year	Project Phase	Description	Federal Cost	State Cost	Local Cost	Total Cost
24/25	Monitoring	Post-Construction Monitoring	0	87,500	87,500	175,000
24/25						
24/25						
25/26	Monitoring	Post-Construction Monitoring	0	87,500	87,500	175,000
25/26						
25/26						
26/27	Monitoring	Post-Construction Monitoring	0	37,500	37,500	75,000
26/27						
26/27						

8. Tourism-related impacts: Criteria is calculated by the Department using 2020 data. For reference, tax data can be obtained from the Department of Revenue website: **https://floridarevenue.com/taxes/pages/colls_from_7_2003.aspx**. See Guidance Document for more information.

- (●) Current funding request includes construction and year one post-construction monitoring
- ( ) Project is managed by two or more counties

Additional comments

9. Federal involvement: The documentation to verify authorization, federal cost share percentage, and status of funding award must be provided with the application materials for the award of points.

Is the project Federally authorized by the USACE? No

Authorization Year: Expiration Year:

Does this project have a signed USACE Chief's report or Civil Works Congressional authorization for the requested phase? No

USACE federal cost share percentage for this project (excluding FCCE): 0

Select all that apply for the requested project phase(s) and include documentation with application materials.

- ○ Executed USACE project agreement
- ○ Included in USACE work plan
- ○ Approved FEMA Project Worksheet
- ○ Included in Congressional Appropriations Act
- ○ Other documentation:

10. Storm damage reduction benefits: Criteria is calculated by the Department.

What is the volume (cy) of advanced nourishment lost since the last sand placement event of a beach restoration or nourishment project as measured above the Mean High Water contour? Data should be consistent with the annual post-construction monitoring reports.	
For restoration projects, what is the historical erosion rate?	-1.03 ft/yr (source: Long Range Beach Renourishment Plan for Hillsboro Beach, CSI 1997)

11. Cost effectiveness: Criteria is calculated by the Department. A project design analysis and supporting documentation must be provided with the application materials for the award of points. See Guidance Document for more information.

What is the proposed sand placement volume (cy)?	300000
What is the nourishment interval (years)?	5

Select all that apply for the current project funding request:

- ○ Enhanced longevity: Propose structural or design components that could extend the beach nourishment interval
- ○ Dune addition: Incorporate new or enhanced dune structures or new or existing dune restoration and revegetation projects
- ○ Innovative technology: Propose innovative technologies designed to reduce project costs
- ◉ Regionalization: Two or more local sponsors manage projects together or projects propose regional sediment management strategies to conserve sand resources or reduce project costs

Additional comments for storm damage reduction benefits and cost effectiveness	There are two local sponsor for this project (City of Deerfield Beach and Town of Hillsboro Beach) who are committed to this project construction through their 2020 settlement agreement provided as Attachment 2.

12. Previous state commitment

Has the Department previously reviewed, approved, and cost-shared on a feasibility or design phase for this project?	Yes
Has the current proposed project phase(s) received a partial state appropriation within 3 years of phase completion?	No
Additional comments	A Comprehensive Beach Management Plan was submitted by the City of Deerfield Beach to the Department on January 11, 2021.

13. Accessible beach area: Criteria is calculated by the Department. Provide additional information for consideration.

Describe the landward and seaward edge of the accessible beach width	
Provide the project boundaries (R-monuments)	R-5.3 (SE 6th St.) to R-9
Provide citations of reference sources	

14. Recreational benefits: Provide the percentage of linear footage within the project boundaries which is zoned recreational or open space; for commercial use; or to allow for public lodging establishment, or the equivalent. Provide additional documentation and DBPR website link in a separate attachment, if needed.	54% Project boundaries = 3700 ft. Private development (Hillsboro) = 1700 ft

15. Mitigation of inlet effects: Criteria is calculated by the Department.

Additional comments	

16. Successive unfunded requests

Is the current proposed project phase(s) a successive, unfunded request? If so, how many years of successive request(s) is the current application?	
Does the successive request add the construction phase?	Yes

17. Environmental habitat enhancement: Criteria is calculated by the Department. See Guidance Document for more information.

Is the project within a designated critical habitat area for threatened or endangered species that is subject to extensive shoreline armoring?	No
Is the project within a non-designated area where extensive shoreline armoring threatens the habitat of threatened or endangered species?	No
If yes to either of the above, does the project exceed best management practices to incorporate turtle-friendly designs and management strategies to protect resources or benefit critical habitat preservation?	
Provide an explanation and supporting documentation for the strategies which exceed best management practices	

18. Readiness to construct

Does the project have an active state permit?	Yes	Does the project have an active federal permit?	No
Permit number	0289706-001-JC	Permit number	SAJ-1997-02355 (SP-LCK)
Authorization date	12/15/2010	Authorization date	12/19/1997
Expiration date	12/15/2025	Expiration date	2/12/2023

Have all necesssary easements been acquired for the upcoming or proposed construction phase?	Yes
Has the necessary local funding been secured for the proposed project? If so, provide a copy of the draft Resolution. The signed Resolution is due by September 21, 2021.	Yes
Is an Erosion Control Line established along the project length?	Yes
Additional comments for readiness to construct	The ECL was established in 1998 by Coastal Systems International, Inc. and extends from R-6 to R-13.

Provide additional information and comments below or attach supporting documents.

The City of Deerfield Beach has submitted quarterly reports on time in 2021. Resolutions are set to be signed and provided prior to the

Attachment 1

Project Area Maps

Path: P:\GIS\USA\FL\Broward\2021011_DB_HB_CEng\aprx\HillsboroDeerfieldBaseMap.aprx

Figure 1

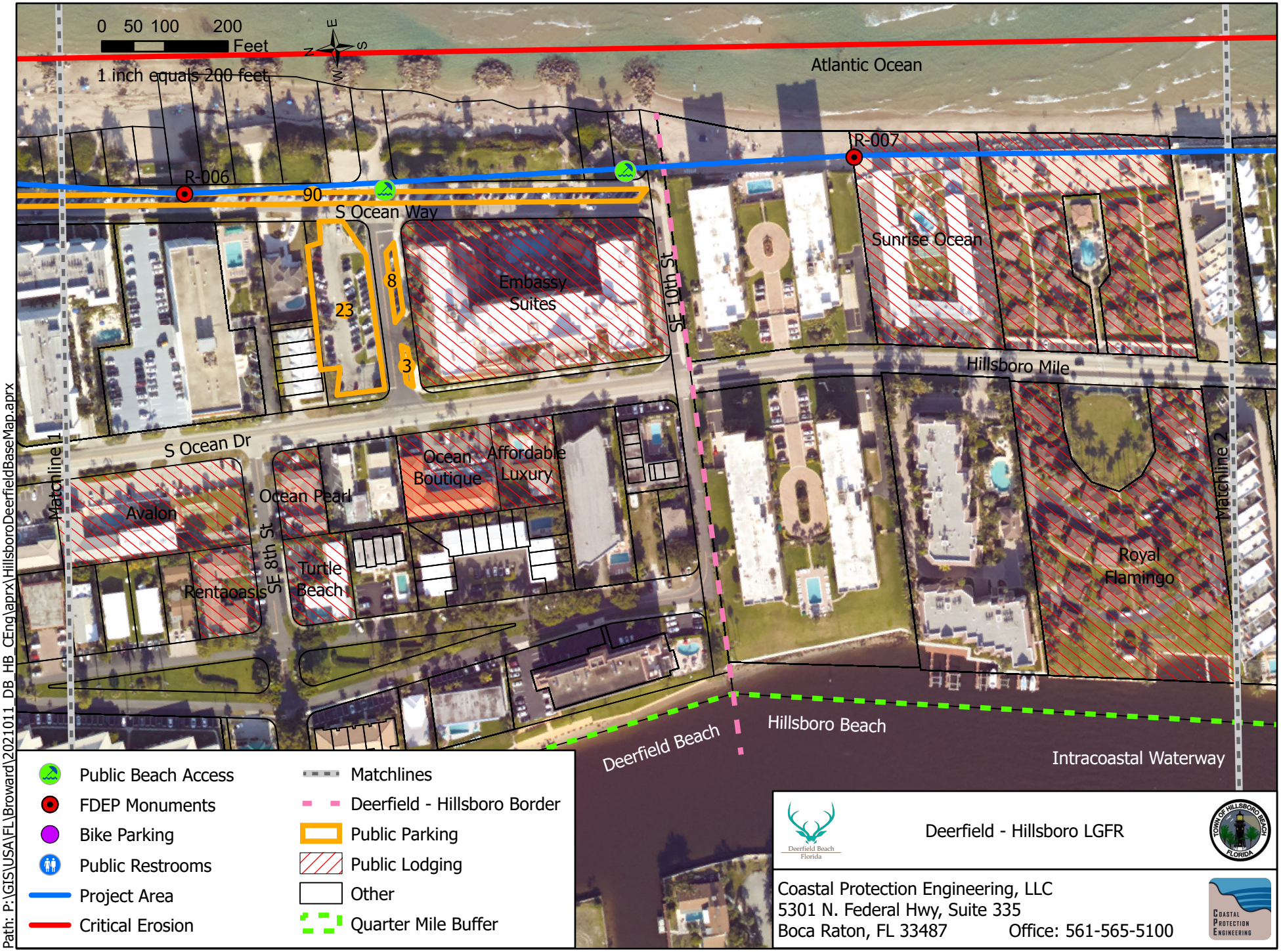

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Figure 2

Path: P:\GIS\USA\FL\Broward\2021011_DB_HB_CEng\aprx\HillsboroDeerfieldBaseMap.aprx

Figure 3

0 50 100 200
Feet
1 inch equals 200 feet
N
E
S
W
Atlantic Ocean
R-009
R-010
Hillsboro Mile
Matchline 3
Intracoastal Waterway
Public Beach Access
FDEP Monuments
Bike Parking
Public Restrooms
Project Area
Critical Erosion
Matchlines
Deerfield - Hillsboro Border
Public Parking
Quarter Mile Buffer
Public Lodging
Other
Deerfield Beach Florida
Deerfield - Hillsboro LGFR
TOWN OF HILLSBORO BEACH FLORIDA
Coastal Protection Engineering, LLC
5301 N. Federal Hwy, Suite 335
Boca Raton, FL 33487
Office: 561-565-5100
Coastal Protection Engineering
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Figure 4

Attachment 2

Regionalization: Settlement Agreement between the Town of Hillsboro Beach and City of Deerfield Beach

SETTLEMENT AGREEMENT

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

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

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

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

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

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

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

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

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

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

WHEREAS, the Parties desire to cooperate on maintaining public access and free passage along the shoreline of Deerfield Beach and Hillsboro Beach to the extent required

by state law and to increase the possibility of receiving local, state and federal third party funding for beach management, maintenance and nourishment, only in accordance with the terms of this Agreement.

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

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

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

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

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

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

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

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

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

Broward County, Florida.

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

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

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

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

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

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

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

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

k. "Parties" means Deerfield and Hillsboro collectively.

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

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

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

o. "Sand Costs" means all costs to purchase and place sand during a Renourishment Project, including, without limitation, costs for acquisition,

filtering, transportation, delivery, and mobilization, but not including costs for work performed by City or Town employees.

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

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

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

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

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

u. "Trustees" means the Board of Trustees of the Internal Improvement Trust Fund.

IV. **Settlement Terms.** The Parties agree to settle the Litigation upon the following terms:

a. Joint Coordinated Beach Renourishment.

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

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

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

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

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

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

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

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

v. Costs for Beach Renourishment. The Parties agree to use best

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

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

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

vi. Conditions Precedent

1. Monetary Cap

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

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

2. Third Party Funding.

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

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

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

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

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

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

a Renourishment Project.

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

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

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

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

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

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

e. FEMA Projects. If FEMA funds could be available to fund a FEMA Project, the Parties agree to apply, individually or jointly, for such FEMA funds. The Parties agree to coordinate with each other to jointly coordinate and undertake their FEMA Projects pursuant to any conditions or restrictions applicable to funds received from FEMA. Funds that a Party

receives from FEMA for a FEMA Project may be applied to that Party's Sand Costs at that Party's option and subject to any requirements or limitations imposed by FEMA. FEMA Projects do not qualify as a Renourishment Project under Section IV.a. However, if a FEMA Project is anticipated to take place in the same year that a Renourishment Project would regularly take place, the Parties may combine the FEMA Project with the Renourishment Project.

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

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

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

i. Dismissal of the Litigation. Within 7 days of the Effective Date, Hillsboro shall file a voluntary dismissal of the Litigation with prejudice. Each Party shall bear its own attorney's fees, costs and expenses associated with the Litigation. This Settlement Agreement is intended to and shall resolve all

the Claims. By executing this Agreement, the Parties acknowledge and agree that all further judicial or administrative action related to the Claims are barred, except that the Parties sole recourse for any Claims shall be to move the Court to enforce the terms of this Settlement Agreement. The court shall retain jurisdiction over the Parties to enforce the terms of this Settlement Agreement.

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

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

V. Miscellaneous Provisions.

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

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

	Hillsboro Beach, Florida 33062
With a copy to: (Which Shall Not Constitute Notice)	Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Boulevard, Suite 200 Ft. Lauderdale, Florida 33308 Attn: D.J. Doody, Esq.
As to the City:	City of Deerfield Beach 150 N.E. 2nd Avenue Deerfield Beach, Florida 33441
With a copy to: (Which Shall Not Constitute Notice)	Weiss Serota Helfman Cole & Bierman, P.L. 200 E. Broward Blvd., STE 1900 Fort Lauderdale, Florida 33301 Attn: Anthony Soroka, Esq.

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

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

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

e. Default and Remedy.

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

Agreement.

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

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

iv. Mediation. Prior to seeking any legal remedy for a Default as provided in Section V.e.iii of this Agreement, a Party shall be required to mediate the dispute with the Party declared to be in Default. A Party submitting a dispute to mediation shall do so by delivering to the other Party a notice requesting mediation of the dispute and providing a list of three mediators acceptable to the requesting Party. Within 10 business days after receipt of the notice from the requesting Party, the other Party shall in writing provide notice of either the selection of one of the mediators proposed by the requesting Party or offer a list of three additional mediators for consideration. Within 10 business days of the requesting Party's receipt of the notice of selection or list of alternative mediators, the Parties shall meet for the purpose of selecting one of the mediators proposed by the Parties. Within 20 days after a mediator is agreed upon, a reasonable time and date for the mediation shall be scheduled between the Parties, subject to the chosen mediator's availability, and documented in writing. The location of the mediation shall be at a location mutually selected by the Parties, or at a location in Broward County of the mediator's choosing if the Parties cannot agree on a location. The Parties shall share equally in the fees and expenses of the mediator. Each Party shall pay their

respective attorney's fees, expert fees and other expenses related to the mediation. Any settlement achieved through mediation shall be made in writing approved by the Parties. If a settlement is not reached within 120 days after the initiation of mediation or, if the mediator declares an impasse, then the Parties may seek any and all legal or equitable remedies for the alleged Default. Mediation under Chapter 164, Florida Statutes, is not sufficient to comply with the requirements of this section.

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

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

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

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

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

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

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

m. Governing Law and Venue. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Florida without regard

to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall be exclusively in Broward County, Florida and each Party hereby waives whatever their respective rights may have been in the selection of venue.

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

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

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

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

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

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

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

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

Party's police powers.

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

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

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

TOWN OF HILLSBORO BEACH

By: Deborah L. Tarrant Deborah Tarrant, Mayor

Date: 10/6/2020

Approved as to Form and Correctness:

Town Attorney

ATTEST:

Sherry A. Henderson
Town Clerk

CITY OF DEERFIELD BEACH

By: _____ Bill Ganz, Mayor

Date: 10-8-2020

Approved as to Form and Correctness:

_____
City Attorney

ATTEST: [Seal]

_____
for City Clerk

54861020;1

RESOLUTION NO. 2020/148

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SETTLEMENT AGREEMENT WITH THE TOWN OF HILLSBORO BEACH TO SETTLE THE LITIGATION STYLED *TOWN OF HILLSBORO BEACH VS. CITY OF DEERFIELD BEACH*; AUTHORIZING EXECUTION OF THE NECESSARY DOCUMENTS TO EFFECTUATE THE SETTLEMENT; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

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

WHEREAS, Hillsboro Beach filed suit against Deerfield Beach in Broward County Circuit Court, Case No. 17-007784 (08), seeking to enforce permits issued to Deerfield Beach by the Board of Trustees of the Internal Improvement Trust Fund regarding certain erosion control structures that were constructed in the 1950s and 1960s (the "Litigation"); and

WHEREAS, the parties have negotiated a Settlement Agreement, attached as Exhibit "A," which is intended to resolve all issues raised in the Litigation or related to the subject matter of the Litigation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced "Whereas" clauses are true and correct and made a part hereof.

Section 2. The City Commission hereby approves the Settlement Agreement with the Town of Hillsboro Beach, attached as Exhibit "A".

Section 3. That the Mayor and City Manager are authorized to execute the Settlement Agreement, attached as Exhibit "A", together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. That the appropriate City officials are authorized to execute all documents deemed necessary by the City Attorney, and to do all things necessary, to implement the intent of this Resolution.

Section 5. Should any section or provision of this Resolution or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

Section 6. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 7. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 8TH DAY OF OCTOBER, 2020.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

for SAMANTHA GILLYARD, CMC, CITY CLERK

State of Florida
Broward County
Town of Hillsboro Beach

RESOLUTION NO. 2020-64

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

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve and authorize the appropriate Town officials to execute a Settlement Agreement between the Town of Hillsboro Beach and the City of Deerfield Beach.

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

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

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida, hereby approves and authorizes the appropriate Town officials to execute a Settlement Agreement between the Town of Hillsboro Beach and the City of Deerfield Beach; a copy of the Settlement Agreement is attached hereto as Exhibit "A".

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

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

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

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

ADOPTED by the Town Commission of the Town of Hillsboro Beach, Florida this 6th day of OCTOBER 2020.

TOWN OF HILLSBORO BEACH, FLORIDA

Deborah L. Tarrant

Deborah L. Tarrant, Mayor

ATTEST:

Sherry D. Henderson

Sherry D. Henderson, CMC
Town Clerk

TOWN OF HILLSBORO BEACH FLORIDA

RESOLUTION NO. 2020-64
RECORD OF TOWN COMMISSION VOTE:

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

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Attachment 3

Hillsboro Beach Draft Resolution

RESOLUTION NO. 2021-32

A RESOLUTION OF THE COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AUTHORIZING THE FILING OF THE LOCAL GOVERNMENT FUNDING REQUEST FOR FISCAL YEAR 2022/2023 WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR PROJECTS TO MITIGATE BEACH EROSION IN HILLSBORO BEACH; SUPPORTING PROJECTS FOR WHICH FUNDING IS REQUESTED; CONFIRMING THE TOWN'S ABILITY TO FUND THE APPROPRIATE LOCAL SHARE OF PROJECTS; IDENTIFYING TOWN'S FUNDING SOURCE; PROVIDING AN EFFECTIVE DATE

WHEREAS, The Town of Hillsboro Beach (Town) and the City of Deerfield Beach (City) are working jointly on a combined beach nourishment project; and·

WHEREAS, the Town and City hope to work with the City of Boca Raton on a regional approach to sand management by utilizing dredged material as a source of sand for the join beach nourishment project; and

WHEREAS, the Florida Department of Environmental Protection ("FDEP") will reimburse up to 50% of the funds for beach management projects that serve areas of critical concern through the Beach Management Funding Assistant Program (the "Program"); and

WHEREAS, in order to be eligible to apply for the Program, the Town must meet certain requirements, including confirmation thar it can fund the local share of the projects, and that there is a funding source for the projects; and

WHEREAS, staff has budgeted funds for certain projects, and will continue to explore all avenues for funding in order to continue implementation of the Plan; and

WHEREAS, staff has concluded that upon approval of this Resolution by the Town Con1mission, the Town will be eligible to submit the Local Government Funding Request for Fiscal Year 2022/2023; and

WHEREAS, staff recommends the Town Commission authorize the Town Manager to submit the LGFR for Fiscal Year 2022/2023 to FDEP in order to receive reimbursement for appropriately identified projects in the Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE TOWN OF HILLSBOR BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced "Whereas" clauses are true and correct and made a part hereof.

Section 2. The Town Commission hereby authorizes the filing of the LGFR for Fiscal Year 2022/2023, attached as Exhibit "A," in order to receive reimbursement for the beach management projects identified in the LGFR and Plan.

Section 3. The Town Manager is hereby authorized to execute the documents necessary to effectuate the filing of the LGFR with FDEP.

Section 4. The Town Commission hereby supports the projects identified in the LGFR.

Section 5. The Town Commission hereby confirms the Town's ability to fund the local cost share portion of the LGFR projects utilizing Town funds.

Section 6. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS 14TH DAY OF SEPTEMBER, 2021.

TOWN OF HILLSBORO BEACH

ATTEST:

Attachment 4

Deerfield Beach Fiscal Plan

City of Deerfield Beach
Capital Improvement Plan
Capital Project Development Worksheet

Name of Project:	Beach Nourishment Project	**Project Manager:**	Coastal & Waterway Coordinator
Capital Project Category:	Physical Environment	**Department/Division:**	Sustainable Management/Coastal & Waterways
Funding Source:	General Fund	**Project Type:**	Rehabilitation
Comprehensive Plan Element	Coastal Management	**Project Initiation Date:**	FY23 (1st FY/Budget year)
Commission District:	1	**Estimated Total Project Value:**	$ 3,000,000

Project Scope

Description (What will be done under this project?)

This project is a joint beach nourishment with the Town of Hillsboro Beach (Town). The City constructed a joint south beach project in 2015 due to the impacts of Hurricane Sandy. This project is the first project to be constructed since the recently adopted settlement with the Town. The City has also recently received approximately 16,000 c.y. of beach compatible sand from a beach construction site in Delray Beach. The cost of this project will depend on permittable volumes and contracted pricing for sand and consulting. The estimated total project value represents the monetary cap from the settlement agreement with the Town.

Location (Name and exact street address or cross street location)

Sand will be placed on the City's public beach between SE 6th and SE 10th Streets.

Stakeholders (List groups, departments, regulatory agencies, etc. who are also involved with this project.)

City Commission, residents and visitors. Departments include Sustainable Management, Ocean Rescue, and Parks and Recreation.

Anticipated challenges/constraints (i.e. permitting, stakeholder coordination, aggressive schedule, traffic, special events, public outreach, etc.)

The City is currently pursuing permits at this time. There will be an impediment to traffic and use of the beach during construction. Site restoration will be a requirement of this project. By not initiating this project, we subject the beach to severe damage and possible loss of the dune system and threatening the structural integrity of the already constructed revetment.

Project Justification

Issue/Drivers/Regulatory Requirements (Why is the project needed? What problem will it resolve?)

The southern 700 feet of our coastline is deemed critically eroded by the Florida Department of Environmental Protection. This joint project will satisfy requirements set forth in the recently agreed upon settlement with the Town. This project will continue to preserve one of the City`s most valuable natural resources for future generations. Three years of monitoring may be required.

Project Alternatives (What are the other options or risks to the City if this project is **not** done?)

The City risks losing both recreational value and possible property loss.

Strategic Priority (Identify which strategic goal the project satisfies) **Adopted Strategic Plan**

Priority 1. Promote & protect a prosperous atmosphere for residents, businesses and visitors.

Directional Statement (Identify which strategic goal the project satisfies)

F. Continue to protect the environment, including the beachfront.

Schedule of Major Milestones (Include all milestones necessary to accomplish the project)

Project Milestone	Start Date (MM/YYYY)	End Date (MM/YYYY)	Project Milestone	Start Date (MM/YYYY)	End Date (MM/YYYY)
Construction	11/2022	04/2023	Notice to Proceed	01/2023	
Annual Monitoring Requirement	04/2024	04/2024			
Annual Monitoring Requirement	04/2025	04/2025			
Annual Monitoring Requirement	04/2026	04/2026			

City of Deerfield Beach
Capital Improvement Plan
Capital Project Development Worksheet

Grant Funding

Is this project associated with or being funded by a grant? [X] **No** [ ] **Yes (If yes, provide additional details below)**

Grantor Name:		**Effective Date:**	
Grant Amount:		**Expiration Date:**	
Matching Req's:			

Other pertinent details: 50% of the annual project costs would qualify for reimbursement by the Florida Department of Environmental Protection subject to legislative approval and allocation of funds. The City has also historically been able to secure 12% funding from Broward County. City staff will also try to utilize funds

Funding Analysis

	FY 2022 Estimate	FY 2023 Estimate	FY 2024 Estimate	FY 2025 Estimate	FY 2026 Estimate	Estimated 5 year Total Cost
Proposed Capital Costs		$ 3,000,000				$ 3,000,000
Financing						**Total Project Financing**
General Fund Operating		$ 3,000,000				3,000,000
Enterprise Fund Operating						-
Fund Balance-Committed	-	-	-	-	-	-
Fund Balance-Unassigned						-
Debt	-	-	-	-	-	-
Grant-Federal, State, Local	-	-	-	-	-	-
CRA Fund	-	-	-	-	-	-
Other Sources	-	-	-	-	-	-
Total Capital Funding	-	3,000,000	-	-	-	3,000,000
Variance-over (short)	-	-	-	-	-	-

Project Cash Flow Estimate

Project Activity	FY 2022 Cash Flow Estimate	FY 2023 Cash Flow Estimate	FY 2024 Cash Flow Estimate	FY 2025 Cash Flow Estimate	FY 2026 Cash Flow Estimate	Estimated 5 year Total Cost
Planning, Development, Procurement	$ -	$ -	$ -	$ -	$ -	$ -
Engineering, Design, Permitting	-	-	-	-	-	-
Land Acquisition		-	-	-	-	-
Construction, Commissioning		3,000,000	-	-	-	3,000,000
Contract/Construction Administration						-
Other	-				-	-
Total:	-	3,000,000	-	-	-	3,000,000
Contingency - 10%	-	-	-	-	-	-
Project Budget:	**$ -**	**$ 3,000,000**	**$ -**	**$ -**	**$ -**	**$ 3,000,000**

Previously Expended Project Costs: $ -

Total Project Costs: $ 3,000,000

City of Deerfield Beach
Capital Improvement Plan
Capital Project Development Worksheet

Impact on Annual Operating Budget

Operating Impacts (Increase/Decrease in Costs - describe and quantify):

Permitting requirements for Beach Nourishment projects stipulate three years of subsequent Physical and Biological monitoring at a cost of $40,000 annually.

Cost Estimates	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Total
Personnel	$ -	$ -	$ -		$ -	**$ -**
Materials/Supplies	-	-	-		-	**-**
Contractual Services	-		40,000	40,000	40,000	**120,000**
Equipment	-	-	-	-	-	**-**
Utilities	-	-	-	-	-	**-**
Preventative Maintenance	-	-	-	-	-	**-**
Miscellaneous	-				-	**-**
TOTAL	**$ -**	**$ -**	**$ 40,000**	**$ 40,000**	**$ 40,000**	**$ 120,000**

Revenue Impacts (Increase/Decrease in Revenues - describe and quantify):

Revenue Estimates	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Total
Taxes	$ -	$ -	$ -	$ -	$ -	**$ -**
User Fees	-	-	-	-	-	**-**
Program Fees	-	-	-	-	-	**-**
Other/Miscellaneous	-	-	-	-	-	**-**
TOTAL	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Attachment 5

Excerpt from Hillsboro Beach Annual Budget

Town of Hillsboro Beach

Florida's Magnificent Mile

ANNUAL BUDGET

Fiscal Year 2022

Town of Hillsboro Beach
Fiscal Year 2022 Budget

General Fund - Capital Improvement Program (CIP)
(Budget Details)

Description	FY2020	FY2021			FY2022		
	Actual	Annual Budget	Forecast	Variance Fav/(Unfav)	Annual Budget	Incr. Over Budget	% Incr. Budget
Beach Renourishment							
FUNDING							
Revenue							
Grant Revenue	$ 525	$ 59,500	$ 64,970	$ 5,470	$ 3,499,970	$ 3,440,470	5782.3%
Total Revenue	**525**	**59,500**	**64,970**	**5,470**	**3,499,970**	**3,440,470**	**5782.3%**
Loans							
Bank Loan	3,573,979	-	-	-	1,137,500	1,137,500	N/A
Loans	**3,573,979**	**-**	**-**	**-**	**1,137,500**	**1,137,500**	**N/A**
Transfer From General Fund	**257,992**	**-**	**-**	**-**	**-**	**-**	**N/A**
Total Funding	**3,832,496**	**59,500**	**64,970**	**5,470**	**4,637,470**	**4,577,970**	**7694.1%**
EXPENDITURES							
Engineering - FY2020 Project	138,731	-	-	-	-	-	N/A
Construction - FY2020 Project	3,693,764	-	-	-	-	-	N/A
Engineering - FY2020 Monitoring	-	54,500	54,500	-	57,000	2,500	4.6%
Engineering - Qtrly Reporting	-	5,000	5,000	-	10,000	5,000	100.0%
Beach Tilling / Scarp Removal	-	-	5,470	(5,470)	5,470	5,470	N/A
Engineering - FY2022 Project	-	-	-	-	365,000	365,000	N/A
Construction - FY2022 Project	-	-	-	-	4,200,000	4,200,000	N/A
Total Expenditures	**3,832,496**	**59,500**	**64,970**	**(5,470)**	**4,637,470**	**4,577,970**	**7694.1%**
Funding Over/(Under) Expend.	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**N/A**

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. 2021-33**
Consideration to Approve and Authorize the Appropriate Town Officials to Execute Work Authorization and Accept the Proposal from Moffatt & Nichol, Inc for Post Construction Beach Monitoring Relative to the Hillsboro Beach Nourishment Project.

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

Agenda Date: **September 7, 2021**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:
1. Agenda Cover Memo - Beach Monitoring Tasks
2. RESOLUTION
3. Moffatt & Nichol -Work Authorization for Beach Monitoring (2)

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: Authorization for Beach Monitoring Tasks as Required by Permits

Submitting Dept: Town Manager

Agenda Date: July 6, 2021

1. BACKGROUND / HISTORY

In March 2020, the Town of Hillsboro Beach completed a beach re-nourishment (Project) from R6+750 to R9+500 in accordance with the FEMA Public Assistance (PA) Grant for Disaster Recovery (DR) Grant # 3485.

As part of this project, annual physical and biological monitoring are required in accordance with the conditions outlined in the following environmental permits:

- Florida Department of Environmental Protection (FDEP) Permit Modification No. 0289706-001-JC
- Broward County Environmental Protection and Growth Management Department (EPGMD) DF14-1082

2. CURRENT ACTIVITY

Moffatt & Nichol (M&N) will perform the annual monitoring and reporting to the permitting agencies as required by the permits and outlined in the proposal, under their existing contract with the Town. The monitoring efforts are proposed to commence this summer (July-August) once approved by Commission.

Additive to the permit requirements, the physical survey shall provide the Town baseline conditions of the shoreline of pre-storm elevations. Should the 2021 North Atlantic Hurricane season result in damages, this survey will be necessary to demonstrate sand losses to FEMA if the Town pursues federal grant funding.

3. FINANCIAL IMPACT

The total fees for this proposal are provided below and in the attached proposal.

Description	Type	Fee
2021 Post Construction Nearshore Hardbottom Monitoring	Lump Sum	$30,000

2021 Post Construction Physical Monitoring - Surveying	Lump Sum	$27,000
Reimbursable Estimate		$500
TOTAL FEE ESTIMATE		**$57,500**

The proposed fees are aligned with historic contract agreements. The 2015 contracted fees were $28,500 for the Biological Monitoring and $26,000 for the Physical Monitoring and Reporting tasks. This proposal increases the fees to reflect the 2019 contract rates and decreases the reimbursable estimate line item by $1,500, as compared to the 2020 6-month post-construction physical monitoring (of the project limits only).

The proposed fees are 100% reimbursable through FEMA, State, and Supplemental funding grants. No financial impact.

4. RECOMMENDATION

Recommend approval of an amendment to the M&N contract to include the proposed work.

RESOLUTION NO. 2021-33

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, ACCEPTING AND APPROVING A PROPOSAL SUBMITTED BY MOFFAT & NICHOL, INC. FOR POST CONSTRUCTION MONITORING RELATIVE TO THE HILLSBORO NOURISHMENT PROJECT; AUTHORIZING THE APPROPRIATE TOWN OFFICAL TO EXECUTE A WORK AUTHORIZATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 1, 2019, the Town of Hillsboro Beach entered into that certain Masters Services Agreement with Moffatt & Nichol, Inc. relative to the Hillsboro Beach Nourishment Monitoring; and

WHEREAS, Moffatt & Nichol has submitted a proposal for post construction monitoring dated June 16, 2021 relative to the Hillsboro Nourishment Project; and

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve and authorize the appropriate Town Officials to accept and approve the proposal and to authorize the execution of a Work Authorization.

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

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

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida hereby accepts and approves the proposal from Moffatt & Nichol, Inc. for post construction monitoring dated June 16, 2021 and authorizes the appropriate Town Officials to execute the Work Authorization with respect to the Hillsboro Nourishment Project. A copy of the Work Authorization and Proposal are attached hereto as composite “Exhibit A”.

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

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

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

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

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. 2021-33
RECORD OF TOWN COMMISSION VOTE:

	YES	NO
MAYOR DEBORAH l. TARRANT	☐	☐
VICE MAYOR IRENE KIRDAHY	☐	☐
COMMISSIONER VICKY FEAMAN	☐	☐
COMMISSIONER BARBARA BALDASARRE	☐	☐
COMMISSIONER JANE REISER	☐	☐

WORK AUTHORIZATION

WORK AUTHORIZATION NO. ___

Project Name: Hillsboro Beach Nourishment

Project No.: 9225-02

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

1.0 SERVICES

M&N shall provide consulting engineering services as outlined in the attached scope of services dated June 3, 2021.

2.0 CHARGES OR PAYMENTS

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

3.0 OTHER AMENDMENTS

N/A

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

MOFFATT & NICHOL	Town of Hillsboro Beach
By:	By:
Name: T.K. Blankenship, P.E.	Name:
Title: Business Unit Leader	Title:
Date:	Date:

2937 SW 27th Avenue, Suite 101A
Miami, FL 33133
(305) 230-1924

9225-02

June 16, 2021

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

Dear Mr. Serda:

This is to submit a proposal for consulting services relative to the proposed Hillsboro Beach Nourishment Project (Project). Moffatt & Nichol is pleased to present this revised proposal for post construction monitoring relative to the Hillsboro Beach Nourishment (Project). A truck haul beach nourishment project was constructed by the Town of Hillsboro Beach in 2020.

Physical and biological monitoring are required in accordance with the conditions outlined in the following environmental permits:

- Florida Department of Environmental Protection (FDEP) Permit Modification No. 0289706-001-JC
- Broward County Environmental Protection and Growth Management Department (EPGMD) DF14-1082

The following work tasks outline the scope of services to be provided by Moffatt & Nichol (M & N) for the Town (Client). The tasks are numbered sequentially from the previous scope of services:

EXHIBIT "A" – SCOPE OF SERVICES

Part 10 – 2021 Post Construction Nearshore Hardbottom Monitoring

Methodologies for the survey were prescribed in the Revised Biological Monitoring Plan dated October 14, 2014, as approved by the FDEP and are detailed below: (1) hardbottom edge mapping by recording the position of a diver swimming along the hardbottom-sand interface; (2) nearshore transects along four shore-perpendicular biological monitoring transects established for the Project (N4, N5, N6 and N7) to include video documentation, sediment depth

measurements (N4, N5, N6, N7, N7a and N9), and hardbottom-sand interface measurements (N4, N5, N6, N7, N7a and N9); and (3) quantitative assessment using quadrats on the four biological monitoring transects (N4, N5, N6 and N7). The monitoring will be performed during the summer months for permit compliance.

Hardbottom Edge Mapping

Hardbottom margins will be mapped by recording the position of a diver swimming along the hardbottom-sand interface. The diver will tow a buoy with a GPS antenna mounted on it, attached by cable to a positioning system. The positioning data will be tracked using the HYPACK, Inc. program, a state-of-the-art navigation and hydrographic surveying system. The buoy will be on the shortest possible tether, such that the buoy is directly over the diver's head. The diver will follow each contour of the most prominent hardbottom-sand interface, e.g., ignoring isolated mobile rubble in the midst of sand. The western portion of the nearshore hardbottom edge will be mapped between Broward county monument R-5 and R-9. The hardbottom edge locations will be plotted onto a recent aerial of the area. All subsequent mapping will also be plotted on the aerial for comparison of the hardbottom edge location. Changes in the hardbottom edge during each monitoring event will be quantified and discussed in the narrative report. The Client will provide to M & N the electronic files from their previous consultant's work.

Video Documentation

Video documentation of benthic resources will be conducted along the entire length of all four (4) transects. Post-collection analysis of video documentation is not a requirement of the FDEP permit conditions for the project analyses and reports. However, these data will be collected to serve as a permanent archive and will be available for subsequent analysis if significant visual signs of project-related impacts are noted.

Sediment Depth Measurements

Maximum standing sediment depth will be measured (in centimeters) at every meter along the full length of each transect (N4, N5, N6, N7, N7a and N9). A ruler will be driven through the sediment until it cannot be driven further. If no areas of loose unconsolidated sediment exist, then a depth value of 0 (cm) will be recorded. Sediment depth will be measured from 0 cm to 30 cm. Sediment greater than 30 cm in depth will be recorded as >30 cm.

Sand/Hardbottom Intercept Measurements

A biologist will swim along the transect tape while documenting the location of the sand/hardbottom interface as it occurs along each transect (N4, N5, N6, N7, N7a and N9). Each time the bottom substrate changes from sand to hardbottom, the location of the change along the transect line will be recorded. Any sand patch less than 0.5 m in width will be designated as hardbottom.

Quadrat Assessments

Quadrat assessments will be conducted on the four biological monitoring transects (N4, N5, N6 and N7). Within each $0.5m^2$ quadrat, maximum relief of the hardbottom, coral colony diameter,

octocoral height, and sediment depth will be recorded to the nearest centimeter. Maximum vertical relief of hardbottom will be measured from the lowest point in the quadrat to the highest point in the quadrat. The maximum height or width of stony and octocorals will be recorded to the nearest centimeter. Maximum standing sediment depth over hardbottom will be determined within the quadrat. If no areas of loose unconsolidated sediment exist within the quadrat, then a depth value of 0 cm will be recorded for the station. Sediment bound in a turf algae matrix and/or a dusting of sediment on bare substrate must be at least 1 cm deep to be recorded as an accumulation of sediment. A 30 cm sediment depth will be recorded when the maximum sediment depth measurement is greater than or equal to 30 cm.

Percent cover of standing sediment over hardbottom, including sand, shell, and mud, will be surveyed in each quadrat and reported to the nearest one percent. If no sediment is present within a quadrat, then a value of 0% will be recorded. Percent cover of sessile benthos including fleshy and/or calcareous macroalgae, turf algae, encrusting red algae, sponge, hydroid, octocoral, stony coral, tunicate, and any other sessile benthic organisms will be recorded to the nearest one percent. Other benthic organisms may include: seagrass, bryozoans, sessile worms, anemones, zoanthids, *Millepora* sp., bivalves, gastropods, and barnacles. Each functional group will be assigned a number from 0% to 100%, with the total of all functional groups equaling 100%. Macroalgae will be identified to genus level and the percent cover of each genus will be recorded. Unattached or floating macroalgae will be disregarded. Octocoral and scleractinian colonies will be identified to the lowest practical taxonomic level and the maximum height or width will be recorded to the nearest cm. The smallest size recorded is 1 cm, for individuals less than or equal to 1 cm. These investigations will provide a quantitative and qualitative data set that will be utilized to assess and comparatively evaluate changes in the benthic macroinvertebrate and macroalgal communities at each study site.

Data Analysis and Report Generation

A comprehensive environmental monitoring report detailing the findings of each sampling event will be submitted to the agencies within 90 days of the completion of field surveys for each annual event. Reports will be presented in hardcopy and electronic format. The electronic copy will include Word format versions to provide track-changes comments from the agencies. All collected raw data will be provided to FDEP within 60 days after the completion of the survey in the original format, so that it can be used for processing. The reports will also include the following:

- Aerial photography (latest available from Broward County or other sources) outlining the nearshore hardbottom edge with the fill areas and location of the transects overlaid on the aerials (Client to provide electronic file of fill areas, for both pre and post construction monitoring events from previous consultant);
- Comparative analysis of hardbottom exposure and sediment depth including data (tabular and graphical) on sedimentation along the transects;
- Quantitative data on major benthic biological components percent cover);
- Statistical evaluation and comparison of the data collected along the transects to ascertain changes in community composition/abundance during the study period; and

- Copies of representative photographs and all videos in their original format.

The reports will include an analysis and discussion of observed burial, sedimentation trauma or community changes that affected marine algae, coral, sponges, or other marine resources based on the data collection and observations. The final report will include an analysis of the hardbottom community changes throughout the monitoring period. If impacts are identified, the report will include an estimate and description of the impacts. Any direct and/or indirect impacts will be evaluated using UMAM to determine compensatory mitigation requirements. Any agency discussions/negotiations regarding impacts will be provided, if necessary, under an addendum scope of services.

Compliance Processing
The biological report will be compiled and sent to the agencies for permit compliance. The agencies will be contacted to verify the reporting has been received and a summary of compliance provided to the Client via email.

Part 11 – 2021 Post Construction Physical Monitoring - Surveying

Beach Profiles will be obtained along the Project Shoreline extending from FDEP Range Monument R-1 to R-18 including intermediate profile control point R-7+500 and R-8+500, for a total of twenty (20) profiles. The survey coverage is outlined as follows:

- R-1 to R-5 (5000 feet updrift of the Project Area)
- R-5+300 to R-12+400 (Project Area)
- R-12+400 to R-18 (5000 feet downdrift of the Project Area)

The survey work will meet or exceed the Minimal Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes, and in compliance with the Bureau of Beaches and Coastal Systems Monitoring Standards for Beach Erosion Control Projects, Sections 01000 and 01100 (Updated May 2014).

Onshore Profile Data Collection - Topographic
Onshore profile data shall be collected along historical azimuths extending from the FDEP profile control monument seaward to approximate wading depth or as required to overlap the offshore profile data a minimum distance of fifty (50) feet. Data collection shall extend upland to the profile monument or approximately 150 feet landward of the vegetation line, whichever is most seaward. In the event there is a physical barrier on line between the beach and the monument, every reasonable attempt shall be made to extend the survey beyond the barrier to the reference monument position. It is understood that certain physical barriers may be considered impassible such as large buildings, private residences with difficult access, waterbodies, mangroves or other heavy vegetation requiring line clearing. At the discretion of the survey team, data collection will be terminated at the first physical barrier if deemed impassible using practical means of

extending the survey landward. Profiles terminated due to impassible barriers will be noted in the field books. Profile data will be collected using either conventional differential leveling or Real-time Kinematic Differential Global Positioning techniques. Data points will be collected at a maximum interval of twenty-five (25) feet and at all grade breaks (exceeding six-inches) and material changes along the profile. In the event the profile control monument is located more than three hundred (300) feet landward of the vegetation line, data points shall be extended to intervals of one hundred (100) feet from two hundred (200) feet landward of the approximate vegetation line to the monument location. The reference monument shall be recorded as range 0.0 along the profile with positive ranges extending seaward of the monument and negative ranges extending landward of the monument.

Offshore Profile Data Collection - Bathymetric

Bathymetric profile data shall be collected as close to high tide as practical and shall extend landward to a depth that overlaps the onshore portion of the survey a minimum distance of fifty (50) feet. Bathymetric profile data shall be collected along historical azimuths extending offshore a minimum distance of 3000 feet from the shoreline or to –30 feet (NAVD), whichever point is reached first. Bathymetric data collection shall occur as close to the time of the onshore topographic survey as practical, with the objective to not exceed seven (7) days of time difference between the two (2) survey events. Maximum wave height during the course of bathymetric data collection shall be three (3) feet. Bathymetric data shall be collected using an automated hydrographic system comprised of a survey launch equipped with an Odom survey grade echo sounder with integrated motion sensor (or equivalent) for depth measurements and Differential Global Positioning System (DGPS) for horizontal positioning. Data will be collected with an on-board computer that will also provide vessel navigation. The motion sensor will be employed to reduce the effects of vessel heave, pitch and roll during the course of data collection. The sounder will be calibrated via bar checks prior to the start of the survey. Prior to the start of the survey a tide staff or gauge will be established in proximity to the project for recording water levels during the course of the data collection activities. The tide staff or gauge will be set relative to published control in the vicinity of the project.

Data Processing and Deliverables

Upon completion of field survey activities, data will be edited and reduced to the project datum and translated to an x,y,z, ASCII format. The following deliverables will be compiled:

- Plan / profile charts in hardcopy (24"x36") format
- Plan / profile charts in AutoCAD, .dwg format
- Survey report certified by a Professional Surveyor and Mapper.
- Description of all monuments and TBM's used for the survey, including identification, stamping, coordinates, elevations and profile azimuths. Control description shall be provided in both hardcopy and digital formats (ASCII and Excel), as applicable.
- Final profile data in ASCII x,y,z format and FDEP distance / depth format
- Digital photographs in .jpg format with appropriate labeling
- Metadata files

Compliance Processing
The survey report with electronic data will be compiled and sent to the agencies for permit compliance. The agencies will be contacted to verify the reporting has been received and a summary of compliance provided to the Client via email.

Part 12 – 2021 Post Construction Physical Monitoring Report

M & N will prepare an engineering report that will include the pre/post construction beach profile data along with applicable annual monitoring data (from Part 11 services). The report will summarize and discuss the annual data, reference the post-construction report (prepared by other consultants) and analyze shorelines/volumes for physical monitoring in accordance with the FDEP-approved monitoring plan. The appendices of the report will include plots of survey profiles and graphical representations of volumetric and shoreline position changes for the monitoring area. The results will be analyzed for patterns, trends, or changes between the pre/post construction surveys and annual surveys. The physical monitoring coastal engineering report will be compiled and signed/sealed by a Florida Professional Engineer in accordance with FDEP requirements.

Compliance Processing
The engineering report with electronic data will be compiled and sent to the agencies for permit compliance. The agencies will be contacted to verify the reporting has been received and a summary of compliance provided to the Client via email.

GENERAL
The services will be provided as additional services to the Professional Services Agreement and is valid to be executed for 60 days.

Professional Fees
Professional Fees are summarized in Table 1. Expenses will be invoiced at cost and are estimated at $500.

If you wish for us to provide these services, please sign and return a copy of the enclosed Amendment to Agreement form which will serve as our Authorization to Proceed. Should you have any questions regarding this proposal, please do not hesitate to contact me at (786) 725-4180 or [illegible].

Sincerely,
Moffatt & Nichol, Inc.

Tim Blankenship, P.E.
Office Manager

TKB:CJB

Enclosure

Table 1 Professional Fees

Part	Description	Type	Fee
10	2021 Post Construction Nearshore Hardbottom Monitoring	Lump Sum	$30,000
11	2021 Post Construction Physical Monitoring - Surveying	Lump Sum	$17,000
12	2021 Post Construction Physical Monitoring - Report	Lump Sum	$10,000
	Reimbursable Estimate		$500
	TOTAL FEE ESTIMATE		**$57,500**

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:	Approval of Agreement with the American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund
Submitting Dept.:	Finance Department
Agenda Date:	September 7, 2021

BACKGROUND:

On May 10, 2021, The U.S. Department of the Treasury announced the launch of the Coronavirus State and Local Fiscal Recovery Funds, which was established by the American Rescue Plan Act of 2021. The purpose for this Fund will be to deliver $350 billion for State, Local, Territorial, and Tribal governments to respond to the COVID-19 emergency and bring back jobs.

Recipients may use the funds to:

- Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff.
- Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector.
- Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic.
- Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
- Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Within the categories noted above, recipients will have broad flexibility to decide how best to use this funding to meet the needs of their communities.

CURRENT ACTIVITY:

Included in this agenda item is the agreement between the Town of Hillsboro Beach and the State of Florida, Division of Emergency Management. Executing this agreement is the next step in order to receive the recovery funds. If executed, the total fiscal recovery funds allocation for the Town would be $1,007,718.00.

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

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

Agenda Item Cover Memo

Agenda Item:	Approval of Agreement with the American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund
Submitting Dept.:	Finance Department
Agenda Date:	September 7, 2021

FINANCIAL IMPACT:

The funds received from the American Rescue Plan act will be used to pay for water infrastructure projects including but not limited to the A1A design and relocation project. For that project, the Town will be responsible for raising valves, relocating hydrants and possibly moving/resolving conflicts in the water main.

RECOMMENDATION:

Approval of this agreement is recommended.

ATTACHMENTS:

1.) American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement

RESOLUTION NO. 2021-34

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE THE AMERICAN RESCUE PLAN ACT CORONAVIRUS LOCAL FISCAL RECOVERY FUND AGREEMENT; 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 the American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement.

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

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

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida hereby approves and authorizes the appropriate Town officials to execute the American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement; a copy of the Agreement is attached hereto as Exhibit “A”.

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

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

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

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

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. 2021-34
RECORD OF TOWN COMMISSION VOTE:

	YES	NO
MAYOR DEBORAH l. TARRANT	☐	☐
VICE MAYOR IRENE KIRDAHY	☐	☐
COMMISSIONER VICKY FEAMAN	☐	☐
COMMISSIONER BARBARA BALDASARRE	☐	☐
COMMISSIONER JANE REISER	☐	☐

Agreement Number: Y5115
Unique Identifier Code: FL0126

AMERICAN RESCUE PLAN ACT
CORONAVIRUS LOCAL FISCAL RECOVERY FUND AGREEMENT

This Agreement is entered into by and between the State of Florida, Division of Emergency Management (the "Division") and Hillsboro Beach, Town of (the "Non-Entitlement Unit" or "Recipient").

RECITALS

A. Section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2, §9901) added section 603(a) to the Social Security Act ("ARPA"), which created the Coronavirus Local Fiscal Recovery Fund for the purpose of providing funds to local governments in order to facilitate the ongoing recovery from the COVID-19 pandemic ("Fiscal Recovery Funds"); and
B. Following the enactment of ARPA, the U.S. Department of the Treasury ("Treasury" or "Secretary") released formal and informal guidance regarding implementation of ARPA, including the disbursement and expenditure of Fiscal Recovery Funds, including Treasury Interim Final Rule, 31 CFR pt. 35, 2021, attending rule guidance published in the Federal Register, Volume 86, No 93,[1], and informal guidance made publicly available by Treasury, which may be amended, superseded, or replaced during the term of this Agreement ("Treasury Guidance"); and
C. ARPA allocated **$7,105,927,713.00** for making payments to metropolitan cities, non-entitlement units of local government, and counties in Florida, 21% of which is to be paid directly to metropolitan cities in Florida, 59% of which was paid directly to counties in Florida, and 20% of which is to be paid to the State of Florida for distribution to non-entitlement units of local government; and
D. The Secretary disbursed **$5,689,502,590.00** of these funds directly to metropolitan cities and counties; and
E. A remaining balance of **$1,416,425,123.00** was reserved for the State of Florida to disburse to non-entitlement units of local government; and
F. The Division has received these funds from the Secretary through the State of Florida in accordance with the provisions of ARPA; and
G. Pursuant to the provisions of ARPA, the Division is the state entity responsible for disbursing the funds to the Recipient under this Agreement; and
H. The Recipient is fully qualified and eligible to receive this funding in accordance with ARPA for the purposes identified therein.

Therefore, in consideration of the mutual promises, terms and conditions contained herein, the Division and the Recipient agree as follows:

(1) RECITALS. The foregoing recitals are true and correct and are incorporated herein by reference.

(2) TERM. This Agreement shall be effective **upon execution** and shall end on **December 31, 2024**, unless terminated earlier in accordance with the provisions of this Agreement. Upon expiration or termination of this Agreement for any reason, the obligations which by their nature are intended to survive expiration or termination of this Agreement will survive.

(3) FUNDING. The State of Florida, through the Division, will make a disbursement of each non-entitlement unit of local government's allocation based on the list of non-entitlement units published by Treasury and based upon the State's calculation of the Recipient's proportional share of the total population of all non-entitlement units in the State. The total Fiscal Recovery Funds allocation for Recipient under this Agreement is **$1,007,718.00**.

(4) USE OF FISCAL RECOVERY FUNDS
   a. The State, through the Division, will—within 30 days of receiving payment from the Secretary, or within such other time period as may be permitted by the Secretary—make an initial disbursement to the non-entitlement

[1] https://www.regulations.gov/document/TREAS-DO-2021-0008-0002 | Federal Register, Vol. 86, No. 93, Pg. 26786 ("Federal Register")

unit of local government of 50% of the total amount allocated to the non-entitlement unit.[2] Not earlier than 12 months from the date upon which the State makes the initial disbursement, the Secretary is expected to release the Second Tranche amount to the State. The State will—within 30 days of receiving payment from the Secretary, or within such other time period as may be permitted by the Secretary—make a second disbursement to the non-entitlement unit of local government.

b. Recipients may use payments for any expenses eligible under ARPA Coronavirus State and Local Fiscal Recovery Funds. Payments are not required to be used as the source of funding of last resort.
c. ARPA requires that Fiscal Recovery Funds may only be used to cover expenses incurred by the non-entitlement unit of local government by December 31, 2024[3], such as:
    i. to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
    ii. to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the non-entitlement unit of local government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
    iii. for the provision of government services to the extent of the reduction in revenue of such non-entitlement unit of local government due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the non-entitlement unit of local government; or
    iv. to make necessary investments in water, sewer, or broadband infrastructure.
d. As specified in the Treasury Guidance, Eligible Use of Fiscal Recovery Funds falls under four categories, including (1) Public Health and Economic Impacts, (2) Premium Pay for Essential Workers, (3) Revenue Loss, and (4) Investments in Infrastructure.
    i. Public Health and Economic Impacts: Examples of eligible uses of Fiscal Recovery Funds under this category include, but are not limited to:
        1. COVID-19 Mitigation and Prevention expenses, such as vaccination programs, medical care, testing, personal protective equipment (PPE), and ventilation improvements;[4]
        2. Medical expenses, including both current expenses and future medical services for individuals experiencing prolonged symptoms and health complications from COVID-19;[5]
        3. Payroll expenses for public safety, public health, health care, human services, and other similar employees, to the extent that their services are devoted to mitigating or responding to COVID-19;[6]
        4. Efforts to remedy the economic impact of the COVID-19 public health emergency on households, individuals, businesses, and state, local, and tribal governments;[7] and
        5. Efforts to remedy pre-existing economic disparities which were exacerbated by the COVID-19 public health emergency.[8]
    ii. Premium Pay: Fiscal Recovery Funds may also be used to provide premium pay to essential workers, per Treasury Guidance's definition of "essential work."[9] Examples of essential workers include, but are not limited to:
        1. Staff at nursing homes, hospitals, and home care settings;
        2. Workers at farms, food production facilities, grocery stores, and restaurants;
        3. Janitors, truck drivers, transit staff, and warehouse workers
        4. Public health and safety staff;
        5. Childcare workers, educators, and other school staff; and

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[2] "First Tranche Amount," American Rescue Plan Act of 2021, H.R. s. 601(b)(7) "Timing"
[3] https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf
[4] *See* Federal Register, pg. 26790.
[5] *Id.*
[6] *Id.* at. 26791
[7] *Id* at 26791-26797
[8] *Id.*
[9] *Id.* at 26797

6. Social service and human services staff.[10]

iii. Revenue Loss: Recipients may use Fiscal Recovery Funds for the provision of government services to the extent of the reduction in revenue experienced due to the COVID-19 Public Health Emergency.[11]

iv. Investments in Infrastructure: Treasury Guidance specifies that Fiscal Recovery Funds may be used to improve access to clean drinking water, improve wastewater and stormwater infrastructure systems, and provide access to high-quality broadband services.[12]

e. Additional guidance regarding eligible uses of Fiscal Recovery Funds, as well as impermissible uses (including for pensions or to offset revenue losses from tax reductions) is set forth in Treasury Guidance.

(5) LAWS, RULES, REGULATIONS, AND POLICIES

a. Performance under this Agreement is subject to the applicable provisions of 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" including the cost principles and restrictions on general provisions for selected items of cost.

i. The following 2 CFR policy requirements apply to this assistance listing[13]:

- Subpart B, General provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards;
- Subpart D, Post Federal; Award Requirements;
- Subpart E, Cost Principles; and
- Subpart F, Audit Requirements.

ii. The following 2 CFR policy requirements also apply to this assistance listing: 2 C.F.R. Part 25, Universal Identifier and System for Award Management; 2 C.F.R. Part 170, Reporting Subaward and Executive Compensation Information; and 2 C.F.R. Part 180, OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement). The following 2 CFR Policy requirements are excluded from coverage under this assistance listing: For 2 C.F.R. Part 200, Subpart C; 2 C.F.R. § 200.204 (Notices of Funding Opportunities); 2 C.F.R. § 200.205 (Federal awarding agency review of merit of proposal); 2 C.F.R. § 200.210 (Pre-award costs);and 2 C.F.R. § 200.213 (Reporting a determination that a non-Federal entity is not qualified for a Federal award). For 2 C.F.R. Part 200, Subpart D, the following provisions do not apply to the SLFRF program: 2 C.F.R. § 200.308 (revision of budget or program plan); 2 C.F.R. § 200.309 (modifications to period of performance); C.F.R. § 200.305 (b)(8) and (9) (Federal Payment).

b. In addition to the foregoing, the Recipient and the Division will be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment C. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(6) NOTICES

a. All notices under this Agreement shall be made in writing to the individuals designated in this paragraph. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the new name, title and contact information of the new representative will be promptly provided to the other party, and no modification to this Agreement is required.

b. In accordance with section 215.971(2), Florida Statutes, the Division's Program Manager will be responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Division's liaison

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[10] *Id.*

[11] *Id.* at 26799

[12] *Id.* at 26802

[13] As defined in 2 C.F.R. § 200.1

with the Recipient. As part of his/her duties, the Program Manager for the Division will monitor and document Recipient performance.

c. The Division's Program Manager for this Agreement is:

Erin White
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-815-4458
Email: Erin.White@em.myflorida.com

d. The name and address of the representative responsible for the administration of this Agreement is:

Melissa Shirah
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-815-4455
Email: Melissa.Shirah@em.myflorida.com

e. The contact information of the representative of the Recipient is:

Authorized Representative:

Title:

Address:

Telephone:

Email:

(7) PAYMENT

a. In order to obtain funding under this Agreement, the Recipient must file with the Division Program Manager information and documentation, including but not limited to the following:
   i. Local government name, Entity's Taxpayer Identification Number, DUNS number, and address;
   ii. Authorized representative name, title, and email;
   iii. Contact person name, title, phone, and email;
   iv. Financial institution information (e.g., routing and account number, financial institution name and contact information);
   v. Total NEU budget (defined as the annual total operating budget, including general fund and other funds, in effect as of January 27, 2020) or top-line expenditure total (in exceptional cases in which the NEU does not adopt a formal budget);
   vi. Signed Assurances of Compliance with Title VI of the Civil Rights Act of 1964. (Attachment D); and
   vii. Signed Award Terms and Conditions Agreement (Attachment E).

b. Payment requests must include a certification, signed by an official who is authorized to legally bind the Recipient, which reads as follows:

> By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

(8) RECORDS

a. As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.
b. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/.
c. Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and (3) minutes of the meetings must be taken and promptly recorded.
d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by Florida Statute, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(9) AUDITS

a. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient must follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 CFR §200.49, "GAAP has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB).
b. When conducting an audit of the Recipient's performance under this Agreement, the Division must use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 CFR §200.50, "GAGAS, also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.
c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of and strict compliance with this Agreement and with Section 603(c) of the Social Security Act, the Recipient will be held liable for reimbursement to the Secretary of all funds used in violation of these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Recipient of such non-compliance.
d. The Recipient must have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor must state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine months from the end of the Recipient's fiscal year.
e. The Recipient must send copies of reporting packages required under this paragraph directly to each of the following:
    i.

The Division of Emergency Management
DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

ii.

The Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

f. Fund payments are considered to be federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance.

(10) REPORTS

a. The Recipient must provide the Secretary with periodic reports providing a detailed accounting of the uses of such funds by such non-entitlement unit of local government including such other information as the Secretary may require for administration of the Coronavirus Local Fiscal Recovery Fund. Concurrently, Recipients must provide to the Division a copy of the report given to the Secretary.
b. Failure by Recipient to submit all required reports and copies may result in the Division's withholding of further payments until all such documents are submitted to the Division and deemed to be satisfactory.
c. The Recipient must provide additional program updates or information if requested by the Division.

(11) LIABILITY.

Any Recipient which is a state agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein will be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

(12) TERMINATION

a. The Division may terminate this Agreement immediately for cause upon written notice to Recipient. Cause includes, but is not limited to, misuse of funds, fraud, non-compliance with ARPA, Treasury Guidance, or other applicable rules, laws and regulations, or failure by the Recipient to afford timely public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes.
b. The Division may terminate this Agreement for convenience upon thirty (30) days' prior written notice to Recipient.
c. In the event this Agreement is terminated, the Recipient must not incur new obligations for the terminated portion of this Agreement after it has received the notification of termination. The Recipient must cancel as many outstanding obligations as possible. Obligations incurred after receipt of the termination notice will be disallowed. The Recipient will not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, if and to the extent permitted by ARPA and Treasury Guidance, withhold payments to the Recipient for the purpose of set-off until the exact amount due the Division from the Recipient is determined and resolved.

(13) MISCELLANEOUS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions

or any material changes will, at the option of the Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

b. This Agreement must be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement will be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision is null and void to the extent of the conflict, and is severable, but does not invalidate any other provision of this Agreement.
c. Any power of approval or disapproval granted to the Division under the terms of this Agreement will survive the term of this Agreement.
d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
e. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.
f. The Recipient must comply with any Statement of Assurances incorporated as Attachment D.
g. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
h. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.
i. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
j. Any bills for travel expenses must be submitted in accordance with section 112.061, Florida Statutes.
k. This Agreement, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Agreement.
l. This Agreement may not be modified except by formal written amendment executed by both of the parties.
m. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 603 of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fiscal Recovery Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA will be grounds for unilateral cancellation of this Agreement by the Division.
n. The Recipient is subject to Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings must be publicly noticed, open to the public, and the minutes of all the meetings will be public records, available to the public in accordance with Chapter 119, Florida Statutes.
o. All expenditures of state or federal financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.
p. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement only for allowable costs resulting from obligations incurred during the specific agreement period.

q. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the Secretary.
r. If the purchase of the asset was consistent with the limitations on the eligible use of Fiscal Recovery Funds provided by ARPA and Treasury Guidance, the Recipient may retain the asset. If such assets are disposed of prior to December 31, 2024, the proceeds would be subject to the restrictions on the eligible use of Fiscal Recovery Funds provided by ARPA.

(14) LOBBYING PROHIBITION

a. 2 CFR §200.450 prohibits reimbursement for costs associated with certain lobbying activities.
b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."
c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
d. The Recipient certifies the following:
    i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

    ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."
    iii. The Recipient must require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose.
    iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(15) REQUIRED CONTRACTUAL PROVISIONS

a. EQUAL OPPORTUNITY EMPLOYMENT
    i. In accordance with 41 CFR §60-1.4(b), the Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

    During the performance of this contract, the contractor agrees as follows:

        1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph 1(a)(ii) of this section and the provisions of subparagraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. COPELAND ANTI-KICKBACK ACT

i. The Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

"Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract."

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause in subsection b(i) above and such other clauses as the Secretary may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

c. CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

d. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

"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), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA)."

e. SUSPENSION AND DEBARMENT

If the Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such the contractor is required to verify that neither the contractor, its principals (defined at 2 CFR § 180.995), nor its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

ii. The contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

f. BYRD ANTI-LOBBYING AMENDMENT

If the Recipient enters into a contract using funds authorized by this Agreement, then any such contract must include the following clause:

"Byrd Anti-Lobbying Amendment, 31 USC § 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."

(16) ATTACHMENTS. The parties agree to, and incorporate as though set forth fully herein, the following exhibits and attachments:

Exhibit 1	Funding Sources
Attachment A	ARPA Coronavirus Local Fiscal Recovery Fund Eligibility Certification
Attachment B	Certification Regarding Lobbying
Attachment C	Program Statutes and Regulations
Attachment D	Statement of Assurances
Attachment E	Award Terms and Conditions

(17) LEGAL AUTHORIZATION. The Recipient certifies that its governing body has authorized the Recipient's execution of this Agreement and that the undersigned person has the authority to legally execute and bind the Recipient to the terms of this Agreement.

RECIPIENT
Hillsboro Beach, Town of

By:

Name and title:
Date:
FEIN : 596002661
DUNS : 024472789

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Name and Title: **Kevin Guthrie, Director**
Date: _____

Exhibit 1

Funding Sources

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT, SUBJECT TO SECTION 215.97, FLORIDA STATUTES, CONSIST OF THE FOLLOWING:

State Project -

State awarding agency: Florida Division of Emergency Management
Catalog of State Financial Assistance title: Coronavirus State and Local Fiscal Recovery Funds (CSFRF)
Catalog of Federal Domestic Assistance number: 21.027
Amount of State Funding: **$1,007,718.00**

Attachment A

ARPA Coronavirus Local Fiscal Recovery Fund Eligibility Certification

I, , am the Authorized Agent of Hillsboro Beach, Town of **("Recipient") and I certify that:**

1. I have the authority on behalf of the Recipient to request fund payments from the State of Florida ("State") for federal funds appropriated pursuant to section 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2, Title VI (March 11, 2021).

2. I have submitted to the State the Recipient's Total Budget in effect as of January 27, 2020, as defined by the United States Department of the Treasury, the annual operating budget including general fund and other funds.

3. I understand that the State will rely on this certification as a material representation in making grant payments to the Recipient.

4. I acknowledge that the Recipient should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 603(a) of the Social Security Act.

5. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the Florida Division of Emergency Management, and the Florida State Auditor General, or designee.

6. I acknowledge that the Recipient has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to de-obligate or offset any duplicated benefits.

7. I acknowledge and agree that the Recipient shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.

8.I acknowledge that if the Recipient has not obligated the funds it has received to cover costs that were incurred by December 31, 2024, as required by the statute, those funds must be returned to the United States Department of the Treasury.

9. I acknowledge that the Recipient's proposed uses of the funds provided as grant payments from the State by federal appropriation under section 603 of the Social Security Act will be used only to cover those costs that:

> **a. to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;**
>
> **b. to respond to workers performing essential work during the COVID–19 public health emergency by providing premium pay to eligible workers of the metropolitan city, non-entitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;**
>
> **c. for the provision of government services to the extent of the reduction in revenue of such metropolitan city, non-entitlement unit of local government, or county due to the COVID–19 public health emergency relative to revenues collected in the most recent full fiscal year of the metropolitan city, non-entitlement unit of local government, or county prior to the emergency; or**
>
> **d. to make necessary investments in water, sewer, or broadband infrastructure.**

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses during the period that begins on March 3, 2021 and ends on December 31, 2024.

By:

Signature:

Title:

Date:

Attachment B

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Recipient, , certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Recipient, , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Recipient understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By:

Signature:

Title:_

Date:_

Attachment C

Program Statutes and Regulations

42 U.S.C. 801 Social Security Act	Coronavirus State and Local Fiscal Recovery Funds
Title 31, Part 35, Code of Federal Regulations	Treasury Interim Final Rule
Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
CFO MEMORANDUM NO. 04 (2005-06)	Compliance Requirements for Agreements

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE

CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

   The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.

9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

_____ _____

Hillsboro Beach, Town of Date

_____

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address:

Hillsboro Beach, Town of

Address:

DUNS Number: 024472789

Taxpayer Identification Number: 596002661

Assistance Listing Number: 21.027

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient: Hillsboro Beach, Town of

_____

Authorized Representative:

Title:

Date signed:

U.S. Department of the Treasury:

_____

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE
The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
   a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records
   a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C.
§§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and

Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are

determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

i. A member of Congress or a representative of a committee of Congress;
ii. An Inspector General;
iii. The Government Accountability Office;
iv. A Treasury employee responsible for contract or grant oversight or management;
v. An authorized official of the Department of Justice or other law enforcement agency;
vi. A court or grand jury; or
vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR

19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the- job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

RESOLUTION NO. 2021-35

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION'S UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT; 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 State of Florida Department of Transportation's Utility Work By Highway Contractor Agreement.

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

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

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida hereby approves and authorizes the appropriate Town officials to execute State of Florida Department of Transportation's Utility Work by Highway Contractor Agreement relative to the project identified as "A1A from Southern City Limit of Hillsboro Beach to Southeast 3rd Street, State Road No.: A1A"; a copy of the Agreement is attached hereto as Exhibit "A".

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

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

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

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

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. 2021-35
RECORD OF TOWN COMMISSION VOTE:

	YES	NO
MAYOR DEBORAH l. TARRANT	☐	☐
VICE MAYOR IRENE KIRDAHY	☐	☐
COMMISSIONER VICKY FEAMAN	☐	☐
COMMISSIONER BARBARA BALDASARRE	☐	☐
COMMISSIONER JANE REISER	☐	☐

710-010-22
UTILITIES
OGC – 06/19

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT

(AT UTILITY EXPENSE)

Financial Project ID: 441360-1-56-01	**Federal Project ID:**
Financial Project ID:	
Financial Project ID:	
Financial Project ID:	
County: Broward	**State Road No.: A1A**
District Document No:	
Utility Agency/Owner (UAO): Town of Hillsboro Beach	

THIS AGREEMENT, entered into this _____ day of_____, year of_____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "**FDOT**", and **Town of Hillsboro Beach**, hereinafter referred to as the "**UAO**";

WITNESSETH:

WHEREAS, the **FDOT**, is constructing, reconstructing, or otherwise changing a portion of a public road or publicly owned rail corridor, said project being identified as A1A from Southern City Limit of Hillsboro Beach to Southeast 3rd Street, State Road No.: A1A, hereinafter referred to as the "Project"; and

WHEREAS, the **UAO** owns or desires to install certain utility facilities which are located within the limits of the Project hereinafter referred to as the "Facilities" (said term shall be deemed to include utility facilities as the same may be relocated, adjusted, installed, or placed out of service pursuant to this Agreement); and

WHEREAS, the Project requires the location (vertically and/or horizontally), protection, relocation, installation, adjustment or removal of the Facilities, or some combination thereof, hereinafter referred to as "Utility Work"; and

WHEREAS, the **FDOT** and the **UAO** desire to enter into a joint agreement pursuant to Section 337.403(1)(b), Florida Statutes for the Utility Work to be accomplished by the **FDOT's** contractor as part of the construction of the Project; and

WHEREAS, the **UAO**, pursuant to the terms and conditions hereof, will bear certain costs associated with the Utility Work;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the **FDOT** and the **UAO** hereby agree as follows:

1. Design of Utility Work

a. **UAO** shall prepare, at **UAO's** sole cost and expense, a final engineering design, plans, technical special provisions, a cost estimate, and a contingency Utility Work Schedule (said contingency schedule to be used in the case of a bid rejection) for the Utility Work (hereinafter referred to as the "Plans Package") on or before 08/11, year of 2021.

b. The Plans Package shall be in the same format as the **FDOT's** contract documents for the Project and shall be suitable for reproduction.

c. Unless otherwise specifically directed in writing, the Plans Package shall include any and all activities and work effort required to perform the Utility Work, including but not limited to, all clearing and grubbing, survey work and shall include a traffic control plan.

d. The Plans Package shall be prepared in compliance with the **FDOT's** Utility Accommodation Manual and the **FDOT's** Plans Preparation Manual in effect at the time the Plans Package is prepared, and the **FDOT's** contract documents for the Project. If the **FDOT's** Plans Preparation Manual has been updated and conflicts with the Utility Accommodation Manual, the Utility Accommodation Manual shall apply where such conflicts exist.

e. The technical special provisions which are a part of the Plans Package shall be prepared in accordance with the **FDOT's** guidelines on preparation of technical special provisions and shall not duplicate or change the general contracting provisions of the **FDOT's** Standard Specifications for Road and Bridge Construction and any Supplemental Specifications, Special Provisions, or Developmental Specifications of the **FDOT** for the Project.

f. **UAO** shall provide a copy of the proposed Plans Package to the **FDOT,** and to such other right of way users as designated by the **FDOT**, for review at the following stages: Production. Prior to submission of the proposed Plans Package for review at these stages, the **UAO** shall send the **FDOT** a work progress schedule explaining how the **UAO** will meet the **FDOT's** production schedule. The work progress schedule shall include the review stages, as well as other milestones necessary to complete the Plans Package within the time specified in Subparagraph a. above.

g. In the event that the **FDOT** finds any deficiencies in the Plans Package during the reviews performed pursuant to Subparagraph f. above, the **FDOT** will notify the **UAO** in writing of the deficiencies and the **UAO** will correct the deficiencies and return corrected documents within the time stated in the notice. The **FDOT's** review and approval of the documents shall not relieve the **UAO** from responsibility for subsequently discovered errors or omissions.

h. The **FDOT** shall furnish the **UAO** such information from the **FDOT's** files as requested by the **UAO**; however, the **UAO** shall at all times be and remain solely responsible for proper preparation of the Plans Package and for verifying all information necessary to properly prepare the Plans Package, including survey information as to the location (both vertical and horizontal) of the Facilities. The providing of information by the **FDOT** shall not relieve the **UAO** of this obligation nor transfer any of that responsibility to the **FDOT**.

i. The Facilities and the Utility Work will include all utility facilities of the **UAO** which are located within the limits of the Project, except as generally summarized as follows: Everything not specifically included in the scope of services. These exceptions shall be handled by separate arrangement.

j. If any facilities of the **UAO** located within the project limits are discovered after work on the project commences to be qualified for relocation at the **FDOT's** expense, but not previously identified as such, the **UAO** shall file a claim with the **FDOT** for recovery of the cost of relocation thereof. The filing of the claim shall not necessarily entitle the **UAO** to payment, and resolution of the claim shall be based on a determination of fault for the error. The discovery of facilities not previously identified as being qualified for relocation at the **FDOT's** expense shall not invalidate this Agreement.

k. The **UAO** shall fully cooperate with all other right of way users in the preparation of the Plans Package. Any conflicts that cannot be resolved through cooperation shall be resolved in the manner determined by the **FDOT**.

l. Upon completion of the Utility Work, the Facilities shall be deemed to be located on the public road or publicly owned rail corridor under and pursuant to the Utility Permit: TBD
(Note: It is the intent of this line to allow either attachment of or separate reference to the permit).

2. Performance of Utility Work

a. The **FDOT** shall incorporate the Plans Package into its contract for construction of the Project.

b. The **FDOT** shall procure a contract for construction of the Project in accordance with the **FDOT's** requirements.

c. If the portion of the bid of the contractor selected by the **FDOT** which is for performance of the Utility Work exceeds the **FDOT's** official estimate for the Utility Work by more than ten percent (10%) and

the **FDOT** does not elect to participate in the cost of the Utility Work pursuant to Section 337.403(1)(b), Florida Statutes, the **UAO** may elect to have the Utility Work removed from the **FDOT's** contract by notifying the **FDOT** in writing within 10 days from the date that the **UAO** is notified of the bid amount. Unless this election is made, the Utility Work shall be performed as part of the Project by the **FDOT's** contractor.

d. If the **UAO** elects to remove the Utility Work from the **FDOT's** contract in accordance with Subparagraph 2. c., the **UAO** shall perform the Utility Work separately pursuant to the terms and conditions of the **FDOT's** standard relocation agreement, the terms and conditions of which are incorporated herein for that purpose by this reference, and in accordance with the contingency relocation schedule which is a part of the Plans Package. The **UAO** shall proceed immediately with the Utility Work so as to cause no delay to the **FDOT** or the **FDOT's** contractor in constructing the Project.

e. The **UAO** shall perform all engineering inspection, testing, and monitoring of the Utility Work to insure that it is properly performed in accordance with the Plans Package, except for the following activities: General Engineering Inspection and will furnish the **FDOT** with daily diary records showing approved quantities and amounts for weekly, monthly, and final estimates in accordance with the format required by **FDOT** procedures.

f. Except for the inspection, testing, monitoring, and reporting to be performed by the **UAO** in accordance with Subparagraph 2. e., the **FDOT** will perform all contract administration for its construction contract.

g. The **UAO** shall fully cooperate with the **FDOT** and the **FDOT's** contractor in all matters relating to the performance of the Utility Work.

h. The **FDOT's** engineer has full authority over the Project and the **UAO** shall be responsible for coordinating and cooperating with the **FDOT's** engineer. In so doing, the **UAO** shall make such adjustments and changes in the Plans Package as the **FDOT's** engineer shall determine are necessary for the prosecution of the Project.

i. The **UAO** shall not make any changes to the Plans Package after the date on which the **FDOT's** contract documents are mailed for advertisement of the Project unless those changes fall within the categories of changes which are allowed by supplemental agreement to the **FDOT's** contract pursuant to Section 337.11, Florida Statutes. All changes, regardless of the nature of the change or the timing of the change, shall be subject to the prior approval of the **FDOT**.

3. Cost of Utility Work

a. The **UAO** shall be responsible for all costs of the Utility Work and all costs associated with any adjustments or changes to the Utility Work determined by the **FDOT's** engineer to be necessary, including, but not limited to the cost of changing the Plans Package and the increase in the cost of performing the Utility Work, unless the adjustments or changes are necessitated by an error or omission of the **FDOT.** The **UAO** shall not be responsible for the cost of delays caused by such adjustments or changes unless they are attributable to the **UAO** pursuant to Subparagraph 4.a.

b. The initial estimate of the cost of the Utility Work is 174,238.40. At such time as the **FDOT** prepares its official estimate, the **FDOT** shall notify the **UAO** of the amount of the official estimate for the Utility Work. Upon being notified of the official estimate, the **UAO** shall have five (5) working days within which to accept the official estimate for purposes of making deposits and for determining any possible contribution on the part of the **FDOT** to the cost of the Utility Work, or to elect to have the Utility Work removed from the **FDOT's** contract and performed separately pursuant to the terms and conditions set forth in Subparagraph 2. d. hereof.

c. At least forty-five (45) calendar days prior to the date on which the **FDOT** advertises the Project for

bids, the **UAO** will pay to the **FDOT** an amount equal to the **FDOT's** official estimate; plus 2% for mobilization of equipment for the Utility Work, additional maintenance of traffic costs for the Utility Work, administrative costs of field work, tabulation of quantities, Final Estimate processing and Project accounting (said amounts are to be hereinafter collectively referred to as the Allowances); plus 10% of the official estimate for a contingency fund to be used as hereinafter provided for changes to the Utility Work during the construction of the Project (the Contingency Fund).

d. Payment of the funds pursuant to this paragraph will be made (choose one):

☐ directly to the **FDOT** for deposit into the State Transportation Trust Fund.

☒ as provided in the attached Three Party Escrow Agreement between **UAO**, **FDOT** and the State of Florida, Department of Financial Services, Division of Treasury. Deposits of less than $100,000.00 must be pre-approved by the **FDOT** Comptroller's Office prior to execution of this agreement.

e. If the portion of the contractor's bid selected by the **FDOT** for performance of the Utility Work exceeds the amount of the deposit made pursuant to Subparagraph c. above, then subject to and in accordance with the limitations and conditions established by Subparagraph 2. c. hereof regarding **FDOT** participation in the cost of the Utility Work and the **UAO's** election to remove the Utility Work from the Project, the **UAO** shall, within fourteen (14) calendar days from notification from the **FDOT** or prior to posting of the accepted bid, whichever is earlier, pay an additional amount to the **FDOT** to bring the total amount paid to the total obligation of the **UAO** for the cost of the Utility Work, plus Allowances and 10% Contingency Fund. The **FDOT** will notify the **UAO** as soon as it becomes apparent the accepted bid amount plus allowances and contingency is in excess of the advance deposit amount; however, failure of the **FDOT** to so notify the **UAO** shall not relieve the **UAO** from its obligation to pay for its full share of project costs on final accounting as provided herein below. In the event that the **UAO** is obligated under this Subparagraph 3.e. to pay an additional amount and the additional amount that the **UAO** is obligated to pay does not exceed the Contingency Fund already on deposit, the **UAO** shall have sixty (60) calendar days from notification from the **FDOT** to pay the additional amount, regardless of when the accepted bid is posted.

f. If the accepted bid amount plus allowances and contingency is less than the advance deposit amount, the **FDOT** will refund the amount that the advance deposit exceeds the bid amount, plus allowances and contingency if such refund is requested by the **UAO** in writing and approved by the Comptroller of the **FDOT** or his designee.

g. Should contract modifications occur that increase the **UAO's** share of total project costs, the **UAO** will be notified by the **FDOT** accordingly. The **UAO** agrees to provide, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the **FDOT** is sufficient to fully fund its share of the project costs. The **FDOT** shall notify the **UAO** as soon as it becomes apparent the actual costs will overrun the award amount; however, failure of the **FDOT** to so notify the **UAO** shall not relieve the **UAO** from its obligation to pay for its full share of project costs on final accounting as provided herein below.

h. The **FDOT** may use the funds paid by the **UAO** for payment of the cost of the Utility Work. The Contingency Fund may be used for increases in the cost of the Utility Work which occur because of quantity overruns or because of adjustments or changes in the Utility Work made pursuant to Subparagraph 2. h. Prior to using any of the Contingency Fund, the **FDOT** will obtain the written concurrence of the person delegated that responsibility by written notice from the **UAO**. The delegatee shall respond immediately to all requests for written concurrence. If the delegatee refuses to provide written concurrence promptly and the **FDOT** determines that the work is necessary, the **FDOT** may proceed to perform the work and recover the cost thereof pursuant to the provisions of Section 337.403(3), Florida Statutes. In the event that the Contingency Fund is depleted, the **UAO** shall, within fourteen (14) calendar days from notification from the **FDOT**, pay to the **FDOT** an additional 10% of the total obligation of the **UAO** for the cost of the Utility Work established under

Subparagraph 3. e. for future use as the Contingency Fund.

i. Upon final payment to the Contractor, the **FDOT** intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty (360) days. All project cost records and accounts shall be subject to audit by a representative of the **UAO** for a period of three (3) years after final close out of the Project. The **UAO** will be notified of the final cost. Both parties agree that in the event the final accounting of total project costs pursuant to the terms of this agreement is less than the total deposits to date, a refund of the excess will be made by the **FDOT** to the **UAO** in accordance with Section 215.422, Florida Statutes. In the event said final accounting of total project costs is greater than the total deposits to date, the **UAO** will pay the additional amount within forty (40) calendar days from the date of the invoice. The **UAO** agrees to pay interest at a rate as established pursuant to Section 55.03, Florida Statutes, on any invoice not paid within the time specified in the preceding sentence until the invoice is paid.

4. Claims Against UAO

a. The **UAO** shall be responsible for all costs incurred as a result of any delay to the **FDOT** or its contractors caused by errors or omissions in the Plans Package (including inaccurate location of the Facilities) or by failure of the **UAO** to properly perform its obligations under this Agreement in a timely manner.

b. In the event the **FDOT's** contractor provides a notice of intent to make a claim against the **FDOT** relating to the Utility Work, the **FDOT** will notify the **UAO** of the notice of intent and the **UAO** will thereafter keep and maintain daily field reports and all other records relating to the intended claim.

c. In the event the **FDOT's** contractor makes any claim against the **FDOT** relating to the Utility Work, the **FDOT** will notify the **UAO** of the claim and the **UAO** will cooperate with the **FDOT** in analyzing and resolving the claim within a reasonable time. Any resolution of any portion of the claim directly between the **UAO** and the **FDOT's** contractor shall be in writing, shall be subject to written **FDOT** concurrence and shall specify the extent to which it resolves the claim against the **FDOT**.

d. The **FDOT** may withhold payment of surplus funds to the **UAO** until final resolution (including any actual payment required) of all claims relating to the Utility Work. The right to withhold shall be limited to actual claim payments made by the **FDOT** to the **FDOT's** contractor.

5. Out of Service Facilities

No Facilities shall be placed out of service unless specifically identified as such in the Plans. The following terms and conditions shall apply to Facilities placed Out-of-Service:

a. The **UAO** acknowledges its present and continuing ownership of and responsibility for out of service Facilities.

b. The **FDOT** agrees to allow the **UAO** to leave the Facilities within the right of way subject to the continuing satisfactory performance of the conditions of this Agreement by the **UAO**. In the event of a breach of this Agreement by the **UAO**, the Facilities shall be removed upon demand from the **FDOT** in accordance with the provisions of Subparagraph e. below.

c. The **UAO** shall take such steps to secure the Facilities and otherwise make the Facilities safe in accordance with any and all applicable local, state or federal laws and regulations and in accordance with the legal duty of the **UAO** to use due care in its dealings with others. The **UAO** shall be solely responsible for gathering all information necessary to meet these obligations.

d. The **UAO** shall keep and preserve all records relating to the Facilities, including, but not limited to, records of the location, nature of, and steps taken to safely secure the Facilities and shall promptly respond to information requests of the **FDOT** or other permittees using or seeking use of the right of

way.

e. The **UAO** shall remove the Facilities at the request of the **FDOT** in the event that the **FDOT** determines that removal is necessary for **FDOT** use of the right of way or in the event that the **FDOT** determines that use of the right of way is needed for other active utilities that cannot be otherwise accommodated in the right of way. Removal shall be at the sole cost and expense of the **UAO** and without any right of the **UAO** to object or make any claim of any nature whatsoever with regard thereto. Removal shall be completed within the time specified in the **FDOT's** notice to remove. In the event that the **UAO** fails to perform the removal properly within the specified time, the **FDOT** may proceed to perform the removal at the **UAO's** expense pursuant to the provisions of Sections 337.403 and 337.404, Florida Statutes.

f. Except as otherwise provided in Subparagraph e. above, the **UAO** agrees that the Facilities shall forever remain the legal and financial responsibility of the **UAO**. The **UAO** shall reimburse the **FDOT** for any and all costs of any nature whatsoever resulting from the presence of the Facilities within the right of way. Said costs shall include, but shall not be limited to, charges or expenses which may result from the future need to remove the Facilities or from the presence of any hazardous substance or material in or discharging from the Facilities. Nothing in this paragraph shall be interpreted to require the **UAO** to indemnify the **FDOT** for the **FDOT's** own negligence; however, it is the intent that all other costs and expenses of any nature be the responsibility of the **UAO**.

6. Default

a. In the event that the **UAO** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:

(1) Terminate this Agreement if the breach is material and has not been cured within sixty (60) days from written notice thereof from **FDOT.**

(2) Pursue a claim for damages suffered by the **FDOT**.

(3) If the Utility Work is reimbursable under this Agreement, withhold reimbursement payments until the breach is cured. The right to withhold shall be limited to actual claim payments made by **FDOT** to third parties.

(4) If the Utility Work is reimbursable under this Agreement, offset any damages suffered by the **FDOT** or the public against payments due under this Agreement for the same Project. The right to offset shall be limited to actual claim payments made by **FDOT** to third parties.

(5) Suspend the issuance of further permits to the **UAO** for the placement of Facilities on **FDOT** property if the breach is material and has not been cured within sixty (60) days from written notice thereof from **FDOT**.

(6) Pursue any other remedies legally available.

(7) Perform any work with its own forces or through contractors and seek repayment for the cost thereof under Section 337.403(3), Florida Statutes.

b. In the event that the **FDOT** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the **UAO** may exercise one or more of the following options:

(1) Terminate this Agreement if the breach is material and has not been cured within sixty (60) days from written notice thereof from the **UAO**.

(2) If the breach is a failure to pay an invoice for Utility Work which is reimbursable under this Agreement, pursue any statutory remedies that the **UAO** may have for failure to pay invoices.

(3) Pursue any other remedies legally available.

c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties nor from any statutory obligations that either party may have with regard to the subject matter hereof.

7. Force Majeure

Neither the **UAO** nor the **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

8. Indemnification

FOR GOVERNMENT-OWNED UTILITIES,

To the extent provided by law, the **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

When the **FDOT** receives a notice of claim for damages that may have been caused by the **UAO** in the performance of services required under this Agreement, the **FDOT** will immediately forward the claim to the **UAO**. The **UAO** and the **FDOT** will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the **FDOT** will determine whether to require the participation of the **UAO** in the defense of the claim or to require the **UAO** to defend the **FDOT** in such claim as described in this section. The **FDOT's** failure to notify the **UAO** of a claim shall not release the **UAO** from any of the requirements of this section. The **FDOT** and the **UAO** will pay their own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs.

FOR NON-GOVERNMENT-OWNED UTILITIES,

The **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

The **UAO's** obligation to indemnify, defend, and pay for the defense or at the **FDOT's** option, to participate and associate with the **FDOT** in the defense and trial of any damage claim or suit and any related settlement

negotiations, shall arise within fourteen (14) days of receipt by the **UAO** of the **FDOT's** notice of claim for indemnification to the **UAO**. The notice of claim for indemnification shall be served by certified mail. The **UAO's** obligation to defend and indemnify within fourteen (14) days of such notice shall not be excused because of the **UAO's** inability to evaluate liability or because the **UAO** evaluates liability and determines the **UAO** is not liable or determines the **FDOT** is solely negligent. Only a final adjudication of judgment finding the **FDOT** solely negligent shall excuse performance of this provision by the **UAO**. The **UAO** shall pay all costs and fees related to this obligation and its enforcement by the **FDOT**. The **FDOT's** delay in notifying the **UAO** of a claim shall not release **UAO** of the above duty to defend.

9. Miscellaneous

a. Time is of essence in the performance of all obligations under this Agreement.

b. The Facilities shall at all times remain the property of and be properly protected and maintained by the **UAO** in accordance with the current Utility Accommodation Manual in effect at the time the Plans Package is prepared and the current utility permit for the Facilities; provided, however, that the **UAO** shall not be obligated to protect or maintain any of the Facilities to the extent the **FDOT's** contractor has that obligation as part of the Utility Work pursuant to the **FDOT's** specifications.

c. The **FDOT** may unilaterally cancel this Agreement for refusal by the **UAO** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **UAO** in conjunction with this Agreement.

d. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, except that the parties understand and agree that the **FDOT** has manuals and written policies and procedures which may be applicable at the time of the Project and the relocation of the Facilities.

e. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

f. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. The **UAO** shall have a continuing obligation to notify each District of the **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

If to the **UAO**:
Mac Serda, Town Manager
1210 Hillsboro Mile, Hillsboro Beach, FL 33062
mserda@townofhillsborobeach.com

If to the **FDOT**:
Kadian McLean, District Utilities Administrator
3400 W. Commercial Blvd., Ft. Lauderdale, FL 33309
Kadian.McLean@dot.state.fl.us (954)777-4128

10. Certification

This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **UAO** in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled Changes To Form Document and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for

reference purposes only and do not change the terms of the document. By signing this document, the **UAO** hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled Changes to Form Document.

You MUST signify by selecting or checking which of the following applies:

☒ No changes have been made to this Form Document and no Appendix entitled "Changes to Form Document" is attached.
☐ No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Form Document."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

UTILITY: Town of Hillsboro Beach

BY:(Signature) _____ **DATE:** _____

(Typed Name: _____**)**

(Typed Title: _____**)**

Recommend Approval by the District Utility Office

BY: (Signature) _____ **DATE:** _____

FDOT Legal review

BY: (Signature) _____ **DATE:** _____

District Counsel

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: (Signature) _____ **DATE:** _____

(Typed Name: Steven C. Braun, P.E.)

(Typed Title: Director of Transportation Development)

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: _____ **DATE:** _____

(Typed Name: _____**)**

(Typed Title: _____**)**

Attachments

1. Exhibit A – Scope of Services
2. Three Party Escrow Agreement

EXHIBIT A

Scope of Services 441360-1-56-01

The utility work to be performed under this agreement consists of relocation of valve meter box, valve meter adjustments, and fire hydrant adjustments of the Town of Hillsboro Beach facilities per plans dated August 11, 2021, by Calvin Giordano, Town of Hillsboro Beach Consultant Engineer.

Summary of Quantities

Pay Item No.	Item Description	Unit	Quantity
1080-21-400	UTILITY FIXTURE, VALVE/METER BOX, RELOCATE	EA	1
1080-21-500	UTILITY FIXTURE, VALVE/METER BOX, ADJUST	EA	203
1644-700	FIRE HYDRANT, ADJUST & MODIGY	EA	15

THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), Town of Hillsboro Beach (“Participant”), and the State of Florida, Department of Financial Services, Division of Treasury (“Escrow Agent”), and shall become effective upon the Agreement’s execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project (“Project”):

Project Name: A1A from Southern City Limit of Hillsboro Beach to SE 3rd St.
Project #: 441360-1-56-01
County: Broward

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent’s receipt and execution of this Agreement.

2. Other deposits to the escrow account may be made during the life of this agreement.

3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.

4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT’s Comptroller or designee.

5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.

6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.

8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.

9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.

10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.

11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

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

13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT-OOC (signature)	For PARTICIPANT (signature)
Name and Title	Name and Title
59-3024028 Federal Employer I.D. Number	Federal Employer I.D. Number
Date	Date

FDOT Legal Review:

For Escrow Agent (signature)

Name and Title

Date

From: Armstrong, Kelly <Kelly.Armstrong@dot.state.fl.us>
Sent: Wednesday, August 11, 2021 2:41 PM
To: mserda@townofhillsborobeach.com
Cc: Basnet, Binod <Binod.Basnet@dot.state.fl.us>; Ahmed, Amin <AhmedAmin@StanleyGroup.com>; Hill, Daniel <HillDaniel@stanleygroup.com>; Jimenez, Roberto <JimenezRoberto@stanleygroup.com>
Subject: FPID 441360-1 UWHCA (SR-A1A)

Good afternoon Mr. Serda,

Please find attached the Utility Work by Highway Contractor Agreement (UWHCA) for FPID #441360-1-56-01, SR-A1A from the southern City limit of Hillsboro Beach to SE 3rd Street, for the Town of Hillsboro Beach's review and signature.

Should the Town approve of this agreement, please do not date Page 1, as this will be done upon full execution by our office. Also, documentation of signature authority (Resolution or Ordinance) is required to be submitted with your executed Agreement.

Should you have any questions, please don't hesitate to contact our office.

Thank you,

Kelly Armstrong | Project Manager
Florida Department of Transportation
District 4 Design | Utilities Office
3400 W. Commercial Blvd.
Fort Lauderdale, FL 33309
☎: 954.777.4129 | ✉: kelly.armstrong@dot.state.fl.us

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

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

Agenda Item Cover Memo

Agenda Item: Request to utilize forfeiture funds

Submitting Dept: Police Chief

Agenda Date: September 6th , 2021

I. BACKGROUND

The Police Department has a highly trained and experienced officer that is detached to the US Drug Enforcement Agency (DEA) to assist them with their highly complex and covert undercover investigations. The officer provides assistance and expertise in surveillance and financial investigations. As a result of the officer's efforts, the police department receives a percentage of the seized money and items obtained from these operations to offset the costs associated with the position.

Since the program began in 2018, we have received approximately $400,000 dollars in forfeited funds. These funds were utilized to purchase a variety of equipment for the Police Department, such as body and in car cameras, vessel enhancements and educational boating safety programs, new vests, uniforms along with other necessary safety equipment. In addition to the funds already received, we are forecasted to receive an estimated $2 million from existing investigations and the DEA has many current ongoing investigations that require our police department's assistance.

Your consideration is requested for the approval to use $94,730 of the current $110,967 forfeited funds balance for the following items.

II. ACTIVITY

A. Police Training..... $15,000

The Police Department is committed to further educating its personnel. Oculus training is new focused-style training. It utilizes specialized goggles that go over the officer's head and interact with the gear on the officer's belt. It creates a virtual reality-based training as the officer watches it through the googles. The officer will be evaluated by a trainer who can see the training on another screen. This will allow the trainer to evaluate the officer's use of force, de-escalation and voice commands, allowing the Officers to go through many scenario-based trainings without setting up actors and equipment.

B. Radar Guns..... $6,500

Our current RADAR guns are at least ten years old and beginning to fail. The handheld RADAR devices are used in a Patrol function to monitor and enforce speeding on our roadway. All of our sworn officers are RADAR certified. These new RADAR guns can be utilized on the boat as well.

C. Variable Signs..... $20,000

Speed and wake violations are a concern in the Intracoastal Waterway and along A1A. Earlier this summer we successfully tested the speed display signs along the ICW. We positioned these signs behind the Police Department facing south on the ICW. The sign gave the boater the visual display of their speed as they traveled along the ICW, and we observed vessels slow down. We are requesting to purchase 4 signs and place them in different areas of the ICW, with the proper permissions from landowners.

D. Communication Upgrade Equipment..... $50,000

The Police Department is currently working on updating and modernizing our communication center. Our current upgrade will include new monitors, new cameras system, a dispatch console and other necessary equipment to streamline the center. The goal is to provide our residents and our employees with state-of-the-art equipment necessary to receive, route and properly report on calls of service.

E. Cellular Surveillance Equipment for Task Force Officer $3,230

Our detached DEA officer utilizes special covert equipment to conduct operations. This confidential equipment allows him to conduct critical covert surveillance in a safe and secure manner.

III. FINANCIAL

Balance of Forfeiture Fund (08/04/2021) $110,967.92
Total Amount Being Requested: **$94,730.00**

RESOLUTION NO. 2021-36

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING THE USE OF $94,730.00 OF FEDERAL FORFEITURE FUNDS TO USE TOWARDS POLICE TRAINING, RADAR GUNS, VARIABLE SIGNS, COMMUNICATION UPGRADE EQUIPMENT AND CELLULAR SURVEILLANCE EQUIPMENT FOR THE POLICE DEPARTMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve the use of $94,730.00 of Federal Forfeiture Funds to use towards Police Training, Radar Guns, Variable Signs, Communication Upgrade Equipment and Cellular Surveillance Equipment for the Police Department.

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

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

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida, hereby approves use of $94,730.00 of Federal Forfeiture Funds to use towards Police Training, Radar Guns, Variable Signs, Communication Upgrade Equipment and Cellular Surveillance Equipment for the Police Department as more specifically outlined in the Agenda Item Cover Memo.

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

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

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

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

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

TOWN OF HILLSBORO BEACH, FLORIDA

_____
Deborah L. Tarrant, Mayor

ATTEST:

_____

Sherry D. Henderson, CMC
Town Clerk

RESOLUTION NO. 2021-36
RECORD OF TOWN COMMISSION VOTE:

	YES	NO
MAYOR DEBORAH l. TARRANT	☐	☐
VICE MAYOR IRENE KIRDAHY	☐	☐
COMMISSIONER VICKY FEAMAN	☐	☐
COMMISSIONER BARBARA BALDASARRE	☐	☐
COMMISSIONER JANE REISER	☐	☐

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

Phone: (954) 427-4011
townofhillsborobeach.com

Agenda Item Cover Memo

Agenda Item: Authorize Proper Town Officials to Execute Service Agreement with Orange Data Systems and Amend Lien Search Request Fee

Submitting Dept: Town Clerk

Agenda Date: September 7, 2021

1. BACKGROUND/HISTORY

Government resources are limited and must be used in the most efficient manner. Saving time and delivering access to public records and information is essential to run an efficient and transparent government office. In a continual effort to streamline processes and make it easier for title companies to obtain information staff met with representatives with Orange Data Systems to provide online lien search services for the Town.

Our primary goals included:

- Affordable pricing module designed for the Town's community needs.
- Simplify the entire lien search process for the customer.

2. CURRENT ACTIVITY

Currently, through a manual process staff provides the status of the water utility account for current or outstanding balances as well as liens, open permits, code violations and/or special assessments. Most lien search companies currently operate with an account with Orange Data Systems. It will be an easy transition for existing lien search companies to use Orange Data Systems for the Town's lien searches as well.

There is no upfront cost for the Town to automate utility, code enforcement and/or building permit reporting to lien search companies.

Staff will have access to the portal 24/7 and can filter by date all lien requests. The Clerk's Office will able to identify particular searches by address or parcel and download completed lien requests.

3. FINANCIAL IMPACT

There are no upfront charges for this solution. The Town's current Lien Search fee is $100.00 per request. Orange Lien Data will process the lien search request in its entirety and collect the $100.00 from the requestor. Each month Orange Data Systems will provide a check payable to the Town for the money collected on the 10th of the following month less their processing fee of $12.50 per request.

On average, staff processes approximately 15-18 Lien Search Requests per week. Staff recommends the fee for Lien Search processing fee be amended and increased from $100.00 per address/parcel to $112.50 per address/parcel. With the fee amendment, Orange Data Systems will collect $12.50 and the Town maintains the $100.00 revenue. The Town staff will receive a report with the check that lists out all the lien requests received the previous month.

4. RECOMMENDATION

Staff recommends that the Town Commission approve and authorize the proper town officials to execute Service Agreement with Orange Data Systems and increase the current Lien Search fee to $112.50

State of Florida
Broward County
Town of Hillsboro Beach

RESOLUTION NO. 2021-37

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING THE INCREASE TO THE TOWN'S LIEN SEARCH PROCESSING FEE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Town's staff recommends the Lien Search processing fee be amended and increased from $100.00 per address/parcel to $112.50 per address/parcel; and

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve an increase to the Lien Search Processing Fee imposed by the Town.

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

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

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida hereby approves an increase to the Lien Search Processing Fee imposed by the Town from $100.00 to $112.50.

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

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

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

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

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

TOWN OF HILLSBORO BEACH, FLORIDA

_____
Deborah L. Tarrant, Mayor

ATTEST:

_____
Sherry D. Henderson, CMC, Town Clerk

RESOLUTION NO. 2021-37
RECORD OF TOWN COMMISSION VOTE:

	YES	NO
MAYOR DEBORAH l. TARRANT	☐	☐
VICE MAYOR IRENE KIRDAHY	☐	☐
COMMISSIONER VICKY FEAMAN	☐	☐
COMMISSIONER BARBARA BALDASARRE	☐	☐
COMMISSIONER JANE REISER	☐	☐

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

Phone: (954) 427-4011
townofhillsborobeach.com

Agenda Item Cover Memo

Agenda Item: Authorize Proper Town Officials to Execute Service Agreement with Orange Data Systems and Amend Lien Search Request Fee

Submitting Dept: Town Clerk

Agenda Date: September 7, 2021

1. BACKGROUND/HISTORY

Government resources are limited and must be used in the most efficient manner. Saving time and delivering access to public records and information is essential to run an efficient and transparent government office. In a continual effort to streamline processes and make it easier for title companies to obtain information staff met with representatives with Orange Data Systems to provide online lien search services for the Town.

Our primary goals included:

- Affordable pricing module designed for the Town's community needs.
- Simplify the entire lien search process for the customer.

2. CURRENT ACTIVITY

Currently, through a manual process staff provides the status of the water utility account for current or outstanding balances as well as liens, open permits, code violations and/or special assessments. Most lien search companies currently operate with an account with Orange Data Systems. It will be an easy transition for existing lien search companies to use Orange Data Systems for the Town's lien searches as well.

There is no upfront cost for the Town to automate utility, code enforcement and/or building permit reporting to lien search companies.

Staff will have access to the portal 24/7 and can filter by date all lien requests. The Clerk's Office will able to identify particular searches by address or parcel and download completed lien requests.

3. FINANCIAL IMPACT

There are no upfront charges for this solution. The Town's current Lien Search fee is $100.00 per request. Orange Lien Data will process the lien search request in its entirety and collect the $100.00 from the requestor. Each month Orange Data Systems will provide a check payable to the Town for the money collected on the 10th of the following month less their processing fee of $12.50 per request.

On average, staff processes approximately 15-18 Lien Search Requests per week. Staff recommends the fee for Lien Search processing fee be amended and increased from $100.00 per address/parcel to $112.50 per address/parcel. With the fee amendment, Orange Data Systems will collect $12.50 and the Town maintains the $100.00 revenue. The Town staff will receive a report with the check that lists out all the lien requests received the previous month.

4. RECOMMENDATION

Staff recommends that the Town Commission approve and authorize the proper town officials to execute Service Agreement with Orange Data Systems and increase the current Lien Search fee to $112.50

State of Florida
Broward County
Town of Hillsboro Beach

RESOLUTION NO. 2021-38

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A SERVICE AGREEMENT BETWEEN PROPLOGIX, LLC d/b/a ORANGE DATA SYSTEMS AND THE TOWN OF HILLSBORO BEACH; 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 Service Agreement between Town of Hillsboro Beach and Proplogix, LLC d/b/a Orange Data Systems to provide online lien search services for the Town.

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

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

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida hereby approves and authorizes the appropriate Town officials to execute Service Agreement between the Town of Hillsboro Beach and Proplogix, LLC d/b/a Orange Data Systems; a copy of the Service Agreement is attached hereto as Exhibit “A”.

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

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

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

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

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

TOWN OF HILLSBORO BEACH, FLORIDA

_____
Deborah L. Tarrant, Mayor

ATTEST:

_____
Sherry D. Henderson, CMC, Town Clerk

RESOLUTION NO. 2021-38
RECORD OF TOWN COMMISSION VOTE:

	YES	NO
MAYOR DEBORAH l. TARRANT	☐	☐
VICE MAYOR IRENE KIRDAHY	☐	☐
COMMISSIONER VICKY FEAMAN	☐	☐
COMMISSIONER BARBARA BALDASARRE	☐	☐
COMMISSIONER JANE REISER	☐	☐

Exhibit 'A'

Rate Schedule

Personnel Hourly Rates:*

Property Specialists	$25.00 per hour.
Manager	$45.00 per hour.
Examiner	$125.00 per hour.

*Hourly Rates are billed at 15 minute increments.

Documents:

Electronic Copies	No Cost
Paper Copies	.35 per page
Shipping	$25.00 per package**

** FedEx, UPS and USPS only.

ORANGE LIEN DATA

A ZERO-COST PRODUCT

Providing municipalities with real solutions to tackle the growing workload of unrecorded lien searches

ORANGE LIEN DATA

WHAT WE DO

We act as an intermediary between you and the numerous lien search companies in Florida. Orange Lien Data is the only company with a zero-cost product, fees are passed directly to lien search companies, municipalities pay nothing. We pride ourselves on best in class customer service and employ a team of seasoned professional examiners who have extensive relationships with real estate attorneys across the state.

Zero cost to your jurisdiction:

We cover all costs of implementation, plus we indemnify your municipality

Integration is simple:

We integrate with the speed of our Clients, our IT Departments should talk. Integrations not an option? We can manually onboard and start taking orders within a week.

We are accessible and completely transparent:

We answer our phones and respond to our emails expediently

We have the experience that counts:

Our examiners have decades of experience, and we have extensive statewide Legal contacts

And we are locally veteran owned:

We don't outsource, we live in Florida and we work in Florida.

ORANGE LIEN DATA

424 EAST CENTRAL BLVD #376, ORLANDO, FL 32801
T. 407-965-4245 E. INFO@ORANGELIEN.COM
WWW.ORANGELIEN.COM

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

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

Agenda Item Cover Memo

Agenda Item: Limousines of South Florida Service Agreement Extension
Submitting Dept: Administration
Agenda Date: September 7, 2021

1. BACKGROUND/HISTORY

The Service Agreement extension with Limousines of South Florida (LSF) for community shuttle service expires September 30, 2021 and in accordance to the terms of the contract, the Town is requesting renewal of services for Fiscal Year 2021/2022.

2. CURRENT ACTIVITY

The contract may, by mutual consent of the parties, be renewed for up to (3) additional one (1) year periods upon written approval from both the Town of Hillsboro Beach and Limousines of South Florida. The Town would like to renew the contract for one (1) additional year effective October 1, 2021, at the existing pricing, terms and conditions.

3. FINANCIAL IMPACT

Current pricing/terms & conditions.

4. RECOMMENDATION

Staff recommends the Town Commission approve the one-year renewal service agreement with Limousines of South Florida (LSF).

Attachments:
1. Copy of the Renewal Letter for One-Year Extension

RESOLUTION NO. 2021-39

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING THE RENEWAL OF THE AGREEMENT FOR COMMUNITY SHUTTLE SERVICES BETWEEN THE TOWN OF HILLSBORO BEACH AND LIMOUSINES OF SOUTH FLORIDA, INC. FOR FY 2021-2022; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve the renewal of the Agreement for Community Shuttle Services between the Town of Hillsboro Beach and Limousines of South Florida, Inc. for FY 2021-2022.

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

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

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida hereby approves and authorizes the renewal of Agreement for Community Shuttle Services between the Town of Hillsboro Beach and Limousines of South Florida, Inc. for FY2021-2022. The term of the renewal shall be for a one (1) year period and shall commence on October 1, 2021. A copy of the Renewal Letter is attached hereto as Exhibit "A".

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

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

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

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

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. 2021-39
RECORD OF TOWN COMMISSION VOTE:

	YES	NO
MAYOR DEBORAH l. TARRANT	☐	☐
VICE MAYOR IRENE KIRDAHY	☐	☐
COMMISSIONER VICKY FEAMAN	☐	☐
COMMISSIONER BARBARA BALDASARRE	☐	☐
COMMISSIONER JANE REISER	☐	☐

OFFICE OF THE TOWN MANAGER

Town of Hillsboro Beach, Florida
1210 Hillsboro Mile • Hillsboro Beach, FL 33062
Phone 954-427-4011 • MSerda@TownofHillsboroBeach.com

August 26, 2021

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

SUBJECT: Renewal of Term Contract for Community Shuttle Services | FY 2021-2022
Limousines of South Florida

Dear Mark Levitt:

In accordance with the terms and conditions of the subject Contract, the Contract may, by mutual consent of the parties, be renewed for up to three (3) additional one (1) year periods upon written approval from both the Town and LSF. The Town would like to exercise the right to renew this Contract for one (1) additional year effective October 1, 2021, at the existing pricing, terms and conditions.

Please indicate your approval of this offer by having an officer of your firm execute the acceptance portion below and return this letter by email to Mac Serda at mserda@townofhillsborobeach.com by September 10, 2021.

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

Thank you for your immediate attention to this matter.

Thank you,

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

ACCEPTANCE:

By: _____
Limousines of South Florida, Inc.
Official Signature

_____
Printed Name Title

_____
Date

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 86640
Date 06/30/2021

Project **179902 HILLSBORO BEACH BUILDING CODE**

Billing period through June 30, 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	969,319.74	56,931.61
Total	0.00	969,319.74	56,931.61

Invoice total **56,931.61**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
86104	05/31/2021	16,154.29		16,154.29			
86640	06/30/2021	56,931.61	56,931.61				
	Total	73,085.90	56,931.61	16,154.29	0.00	0.00	0.00

Permit Fees - $ 66,684.25
Town Revenue- $ 10,002.64
CGA Revenue - $ 56,681.61
CGA Admin Fee- $ 250.00
CGA Total- $ 56,931.61

Town of Hillsboro Beach
Building Department
Finance Report

Start Date: 6/1/2021
End Date: 7/1/2021

	Permit Fees	Town Revenue	Fire Fees	Zoning Fees	Admin Fees	CGA Revenue	BORA	DBPR	DCA
MTD	$66,684.25	$10,002.64	$1,200.00	$300.00	$250.00	$56,681.61	$487.44	$380.27	$271.82
YTD	**$331,870.85**	**$49,780.63**	**$10,700.00**	**$10,012.50**	**$3,250.00**	**282,090.22**	**$4,260.04**	**$3,368.57**	**$2,414.66**

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 87378
Date 07/31/2021

Project **179902 HILLSBORO BEACH BUILDING CODE**

Billing period through July 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	1,026,251.35	43,497.00
Total	0.00	1,026,251.35	43,497.00

Invoice total **43,497.00**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
86640	06/30/2021	56,931.61		56,931.61			
87378	07/31/2021	43,497.00	43,497.00				
	Total	100,428.61	43,497.00	56,931.61	0.00	0.00	0.00

Permit Fees - $ 50,231.77
Town Revenue- $ 7,534.77
CGA Revenue - $ 42,697.00
CGA Admin Fee- $ 800.00
CGA Total- $ 43,497.00

Town of Hillsboro Beach
Building Department
Finance Report

Start Date: 7/1/2021
End Date: 8/1/2021

	Permit Fees	Town Revenue	Fire Fees	Zoning Fees	Admin Fees	CGA Revenue	BORA	DBPR	DCA
MTD	$50,231.77	$7,534.77	$2,100.00	$2,700.00	$800.00	$42,697.00	$744.20	$572.96	$400.82
YTD	**$382,102.62**	**$57,315.39**	**$12,800.00**	**$12,712.50**	**$4,050.00**	**324,787.23**	**$5,004.24**	**$3,941.53**	**$2,815.48**

Sherry D. Henderson

From: Jesus Cruz <JCruz@cgasolutions.com> on behalf of Jesus Cruz
Sent: Wednesday, September 1, 2021 12:56 PM
To: 'mserda@townofhillsborobeach.com'; 'Stephen.Bloom@inframark.com'; 'terri.lusk@inframark.com'; 'Sherry D. Henderson'
Cc: Kristina Ellis; Steven Mitchell; Chris Giordano; Pete Deveaugh
Subject: 17-9902 Hillsboro Beach AUGUST INVOICE
Attachments: SAFEbuilt_179902_HILLSBORO BEACH BUILDING _88202_08-31-2021.pdf; AUG 2021 FINANCE SUMMARY.pdf; AUG 2021 FINANCE DETAIL.xlsx

Good afternoon,

Your current invoice is attached.

Permit Fees - $ 59,272.85
Town Revenue- $ 8,890.93
CGA Revenue - $ 50,381.92
CGA Admin Fee- $ 850.00
CGA Total- $ 51,231.92

Please note additional Flood Plain Management Services of **$562.50** for August are detailed on 2nd page of invoice.

Regards,

Jesus Cruz
Director of Accounting | Broward

Calvin, Giordano & Associates, Inc. | 1800 Eller Drive | Suite 600 | Fort Lauderdale, FL 33316
Office: 954.921.7781 | Direct: 954.266.6460 | Fax: 954.921.8807
Fort Lauderdale | Miami-Dade | West Palm Beach | Clearwater/Tampa | Estero | Port St. Lucie

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 88202
Date 08/31/2021

Project **179902 HILLSBORO BEACH BUILDING CODE**

Billing period through August 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

Invoice Summary

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Remaining	Current Billed
BUILDING CODE SERVICES	0.00	0.00	1,120,980.27	1,069,748.35	-1,120,980.27	51,231.92
FLOOD PLAIN MANAGEMENT	0.00	0.00	562.50	0.00	-562.50	562.50
REIMBURSABLES	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	1,121,542.77	1,069,748.35	-1,121,542.77	51,794.42

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Remaining	Current Billed
BUILDING CODE SERVICES	0.00	0.00	1,120,980.27	1,069,748.35	-1,120,980.27	51,231.92
Total	0.00	0.00	1,120,980.27	1,069,748.35	-1,120,980.27	51,231.92

65-101 FLOOD PLAIN MANAGEMENT

Labor

	Date	Units	Rate	Billed Amount
Environmental Administrator				
Roman Sanchez				
General Supervision/Field				
	08/23/2021	3.00	125.00	375.00
	08/24/2021	1.50	125.00	187.50
Subtotal		4.50		562.50
	Labor subtotal	4.50		562.50
	Phase subtotal			562.50

Invoice total **51,794.42**

Town of Hillsboro Beach
Building Department
Finance Report

Start Date: 8/1/2021
End Date: 9/1/2021

	Permit Fees	Town Revenue	Fire Fees	Zoning Fees	Admin Fees	CGA Revenue	BORA	DBPR	DCA
MTD	$59,272.85	$8,890.93	$1,050.00	$4,050.00	$850.00	$50,381.92	$1,757.76	$1,372.63	$930.54
YTD	**$441,375.47**	**$66,206.32**	**$13,850.00**	**$16,762.50**	**$4,900.00**	**375,169.15**	**$6,762.00**	**$5,314.16**	**$3,746.02**

INFRAMARK

INVOICE

Inframark, LLC

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

INVOICE#	DATE
#65790	7/15/2021
CUSTOMER ID	**NET TERMS**
C1312	Net 30
PO#	**DUE DATE**
	8/14/2021

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

Services provided for the Month of: July

DESCRIPTION	QTY	UOM	RATE	AMOUNT
Accounting Services for the Month of: July 2021				
Financial Accounting Service 001-532004-51308-5000	1	Ea	7,314.84	7,314.84
Postage 001-541010-51307-5000	1	Ea	74.45	74.45
Storage 001-544025-51307-5000	1	Ea	11.10	11.10
Subtotal				7,400.39

Subtotal	$7,400.39
Tax	$0.00
Total Due	$7,400.39

Remit To:
Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778

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

Invoice Date:	6/30/2021
Date Invoice Submitted:	7/1/2021
Invoice #:	21-0630-26
Account:	32-TOWNH

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

inframark@avidbill.com

INVOICE

Transportation Services Provided
For the month of
Jun-21

SHUTTLE BUS	3 days a week 9:00am to 5:50pm (8.83/day)		
	123.62 Service Hrs. @ $53.00/Hr.	$	6,551.86
Mon - Wed - Fri	14 Svc Days @ 8.83 Svc Hrs/Day = 123.62 Svc Hrs. (see details)		
Total Amount due this Invoice		$	6,551.86

For Billing Inquiries Please Call Thomas Rankine (954) 463-0845

Remittance Instructions:

Limousines of South Florida, Inc.
3300 SW 11th Ave.
Fort Lauderdale, FL 33315

Thank you for the Opportunity to Service your Transportation Needs

Town of Hillsboro Ridership Summary

June-21

Daily Passengers:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	44	47		46	
50		51		46	
51		40		46	
47		46		48	
51		44			

0

Total Monthly Passengers: **657**

Daily Revenue Miles:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	107.00	109.00		107.00	
107.00		107.00		107.00	
107.00		107.00		106.00	
107.00		107.00		107.00	
94.00		108.00			

0.0

Total Monthly Revenue Miles: **1487.0**

Total Scheduled Revenue Miles	**1523.7**
Total Vehicle Hours	**135.4**
Total Revenue Hours	**123.6**
Service Days	14
Missed Service in Minutes	**0**
Passengers per revenue hour	**5.3**
Total Monthly Vehicle Miles: **	**1,816.0**

	AM - 1st day this month	PM - Last day this month
Veh 2017	3,518	5,569
Alt Veh #		

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

RECEIVED
AUG 03 2021

TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile
Hillsboro Beach FL 33062

07/30/2021
ACCOUNT NO: 1182-0606490
STATEMENT NO: 36761

Attn: Mac Serda, Town Manager

General Matters

			HOURS
06/29/2021	DS	Discussed draft sand ordinance with DJD.	0.30
	DJD	Prepare Resolution for Florida Plan; prepare Agenda items; telephone conference with Jim Hickey.	2.40
06/30/2021	DJD	Review recent legislation regarding drones; prepare memo.	1.00
07/01/2021	DS	Reviewed final draft of the sand ordinance. Prepared materials for agenda meeting.	0.60
	DJD	Review Agenda; review e-mails; telephone conference call with Debbie Orshefsky.	1.60
07/02/2021	DJD	Review updated plans re: Conditional Use.	0.60
07/05/2021	DJD	Prepare for Commission Meeting; review public comments.	1.30
07/06/2021	DJD	Prepare for and attend Town Commission Meeting.	5.60
07/07/2021	DJD	Prepare Development Order for Hillsboro Resort; initial review of code enforcement procedures.	1.40
07/08/2021	SMS	Review correspondences and proposed ordinance on Code Violations and Fees; Research on specific liquor license requirements.	0.90
	DJD	Address liquor license application; Telephone conference with Debbie Orshefsky; Telephone conference with Mac Serda; review emails.	1.30
07/09/2021	DJD	Review emails.	0.30
07/12/2021	SMS	Review of existing code and research on citation method and template ordinance	1.10
07/14/2021	DJD	Telephone conference call with Special Magistrate; initial efforts to draft Code Citation Ordinance; address Hotel restriction.	1.80
07/15/2021	DJD	Initial review of Restrictive Covenant; review e-mails.	1.30
07/16/2021	SMS	Draft Civil Citation Ordinance	2.30
	DJD	Review and revise Vacation Rental Affidavit.	0.40
07/20/2021	DJD	Telephone conference with Town Manager.	0.40
07/21/2021	DJD	Revise proposed Declaration of Restrictions; review DOT Agreement re:	

TOWN OF HILLSBORO BEACH

07/30/2021
ACCOUNT NO: 1182-0606490
STATEMENT NO: 36761

General Matters

			HOURS	
		Utility.	0.70	
07/22/2021	DJD	Continued review of DOT Agreement.	0.50	
07/23/2021	DJD	Telephone conference call with Mayor Tarrant.	0.30	
07/26/2021	DJD	Review proposed excavation ordinance.	0.70	
07/27/2021	DS	Attended zoom meeting with Developers re: sand ordinance. Drafted summary of the meeting.	1.30	
	DJD	Review ordinance; participate in conference call.	1.50	
07/28/2021	DS	Reviewed and finalized Developer sand ordinance meeting notes draft.	0.50	
07/29/2021	DJD	Review and revise ordinance creating civil citations; review declaration of Restrictive Covenants; opinion of title and accompanying documentation.	2.20	
		FOR CURRENT SERVICES RENDERED	32.30	7,267.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
D.J. DOODY	25.30	$225.00	$5,692.50
SEAN M. SWARTZ	4.30	225.00	967.50
DANIELLE SCHWABE	2.70	225.00	607.50

Photocopies	214.20
TOTAL EXPENSES THRU 07/29/2021	214.20
TOTAL CURRENT WORK	7,481.70
BALANCE DUE	$7,481.70

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

Invoice Date:	7/31/2021
Date Invoice Submitted:	8/2/2021
Invoice #:	21-0731-26
Account:	32-TOWNH

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

inframark@avidbill.com

INVOICE

Transportation Services Provided
For the month of
Jul-21

SHUTTLE BUS	3 days a week 9:00am to 5:50pm (8.83/day)		
	114.79 Service Hrs. @ $53.00/Hr.	$	6,083.87
Mon - Wed - Fri	13 Svc Days @ 8.83 Svc Hrs/Day = 114.79 Svc Hrs. (see details)		
Total Amount due this Invoice		$	6,083.87

For Billing Inquiries Please Call Thomas Rankine (954) 463-0845

Remittance Instructions:

Limousines of South Florida, Inc.
3300 SW 11th Ave.
Fort Lauderdale, FL 33315

Thank you for the Opportunity to Service your Transportation Needs

Town of Hillsboro Ridership Summary

July-21

Daily Passengers:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				50	
46		50		49	
46		44		47	
49		50		47	
47		51		49	
					0

Total Monthly Passengers: **625**

Daily Revenue Miles:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				107.00	
107.00		108.00		107.00	
107.00		108.00		107.00	
108.00		108.00		107.00	
108.00		107.00		107.00	
					0.0

Total Monthly Revenue Miles: **1396.0**

Total Scheduled Revenue Miles	**1414.9**
Total Vehicle Hours	**125.7**
Total Revenue Hours	**114.8**
Service Days	13
Missed Service in Minutes	**0**
Passengers per revenue hour	**5.4**
Total Monthly Vehicle Miles: **	**1,701.5**

	AM - 1st day this month	PM - Last day this month
Veh 2017	5,569	7,424
Alt Veh #		

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

RECEIVED
AUG 03 2021

TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile
Hillsboro Beach FL 33062

07/30/2021
ACCOUNT NO: 1182-1200993
STATEMENT NO: 36762

Attn: Mac Serda, Town Manager

Development

			HOURS	
07/16/2021	DJD	Initial review of Performance Standard Height Bonuses.	0.50	
07/20/2021	DJD	Telephone conference with Debbie Orshefsky; review proposed ordinance.	0.80	
07/22/2021	DJD	Address submittal of site plan.	0.50	
07/23/2021	DJD	Telephone conference call with Debbie Orshefsky.	0.40	
		FOR CURRENT SERVICES RENDERED	2.20	495.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
D.J. DOODY	2.20	$225.00	$495.00

TOTAL CURRENT WORK	495.00
BALANCE DUE	$495.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

R M A
REINVENTING YOUR CITY

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

General Planning

	Date and Description (date)	(detail)	(hours)
general	6/3/2021	coordinate with Mariana	0.25
general	6/4/2021	call from realtor - Zoning	0.25
general	6/8/2021	follow up with Kris Leal - law suit	0.25
general	6/9/2021	call with eng. Regarding condo structure	0.25
general	6/9/2021	call w/architect re: site plan submittal req.	0.25
general	6/11/2021	call from seawall co. elevation	0.25
general	6/16/2021	call with developer 1205, 1231, 1225	0.50
general	6/16/2021	call w/ DJ + code research - excavation of sand	0.75
1205	6/9/2021	call - acreage east side	0.25
1225	6/11/2021	call + email - pool location	0.50
1225	6/15/2021	review pool locations, emailed code sections	0.75
1225	6/15/2021	call with Bruno (prop manager)	0.25
1225	6/16/2021	email architect & Bruno	0.25
Total General Planning			4.75

Site Plan / Variance Rev.

			(hours)
985 site plan	6/1/2021	commission meeting + prep	1.50
	6/1/2021	call w/ Justice	0.25
	6/9/2021	letter of no-objection; coordination email, initial review of emailed plans - did not match approved plans	1.00
	6/9/2021	coordinate w/ Justice & Sherry	0.25
	6/14/2021	coord. w/ eng. + review plan emailed- letter of no objection	0.75
	6/22/2021	review new emailed plans + write letter of consistency + email	1.00
	6/23/2021	call w/ Justice	0.25
			5.00

RMA
REINVENTING YOUR CITY

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

981 site plan	6/9/2021	coordinate w/ architect - dry run - email+call		0.50
	6/14/2021	call w/Jim Lambert FPL burying cables, raising A1A		0.50
	6/25/2021	call w/ architect - email code section		0.50
	6/25/2021	email from Architect -prelim. plans		0.50
	6/25/2021	email from Jim Lambert + call w/ Mac		0.50
	6/26/2021	calls w/ architect + Steve Mitchell re: dry permit run		0.50
	6/28/2021	call w/ architect		0.25
				3.25
971 site plan	6/9/2021	coordinate w/ Sherry		0.25
	6/9/2021	review emailed plans		0.50
	6/10/2021	pick up site plan submittal	Flat Rate #4	
	6/10/2021	initial review		0.75
	6/11/2021	follow up w/ Barron Dev		0.25
	6/15/2021	review plans, submittal package		3.50
	6/15/2021	call & email w/ Cindy		0.25
	6/22/2021	call w/ architect		0.25
				5.75
1007 site plan	6/8/2021	call w/ Bomar Site Plan - James Wentzel		0.25
	6/8/2021	call w/ James Cruz - emailed survey		0.25
	6/8/2021	pick up plan dropped off at Townhall	Flat Rate #2	
	6/9/2021	review + email submitted permit app not development - site plan only (just a mark up)		0.75
	6/9/2021	call w/ James Wentzel		0.25
	6/21/2021	call w/ James Wentzel		0.25
	6/23/2021	code research + call w/ James Wentzel		0.75
	6/24/2021	email James Wentzel		0.25
	6/24/2021	call w/ James Wentzel FDEP, Site Plan, email research + research prior permits		0.50
				3.25
Total Site Plan / Variance Review			Time - hrs.	17.25

RMA
REINVENTING YOUR CITY

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

Permitting

Address	Date and Description		(hours)
923	Permit # (885289)		
	6/9/2021 drop off file	Flat Rate #3	
			0.00
925	Permit # (285807)		
	6/2/2021 meet with Derrick FEMA review		0.75
	6/3/2021 enter review comments in system		0.25
	6/3/2021 call w/ GC		0.25
	6/7/2021 follow up w/ Derrick FEMA review		0.25
	6/8/2021 pick up plans from Derrick - FEMA review	Flat Rate #2	
	6/10/2021 drop-off	Flat Rate #4	
			1.50
957	Permit # (449373)		
	6/3/2021 call w/ GC		0.25
	6/7/2021 review		1.50
	6/7/2021 email search of FEMA review Site Plan		0.25
	6/8/2021 drop off plans to Derrick FEMA review	Flat Rate #2	
	6/8/2021 enter comments in system		0.25
	6/9/2021 call w/ engineer re: comments		0.25
	6/9/2021 drop off	Flat Rate #3	
	6/14/2021 coordinate w/ Derrick delivery of plans 957		0.25
			2.75

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

999	Permit # (93190)			
	6/8/2021	call + email - coord w/ Bomar		0.50
	6/16/2021	call with James Wentzel		0.25
	6/22/2021	email correspondence + call w/ Hall		0.25
	6/22/2021	review emailed comment response		0.50
	6/24/2021	Meet Hal at Town Hall		1.25
	6/24/2021	review emailed survey compare to approved		1.00
	6/24/2021	call w/ James Wentzel		0.25
	6/24/2021	review revised survey		0.50
	6/24/2021	research Site Plan approval for Bomar sign		0.50
	6/24/2021	call w/ Hal		0.25
	6/28/2021	review emailed landscape plan		0.50
				5.75
1001	Permit # (285657)			
	6/8/2021	review emailed survey + call		0.50
	6/10/2021	coordinate w/ property manager + surveyor		0.50
	6/11/2021	email from vendor		0.25
	6/21/2021	review emailed survey + call		0.50
	6/30/2021	pick up	Flat Rate #6	
				1.75
1051	Permit # (124637)			
	6/9/2021	pick up	Flat Rate #3	
	6/10/2021	site visit		1.00
	6/10/2021	review + code research		1.00
	6/11/2021	drop off	Flat Rate #5	
				2.00
1057	Permit # (121760)			
	6/9/2021	coordinate with applicant, email research, send comments		0.50
				0.50

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

1107	Permit # (451184)			
	6/7/2021	pick up	Flat Rate #1	
	6/9/2021	review		1.00
	6/10/2021	drop off	Flat Rate #4	
				1.00
1159	Permit # (123800)			
	6/7/2021	pick up	Flat Rate #1	
	6/9/2021	review		1.00
	6/10/2021	drop off	Flat Rate #4	
				1.00
1159	Permit # (123801)			
	6/7/2021	pick up	Flat Rate #1	
	6/9/2021	review		1.00
	6/10/2021	drop off	Flat Rate #4	
	6/14/2021	call from sign vendor		0.25
				1.25
1198 #320	Permit # (450604)			
	6/7/2021	pick up	Flat Rate #1	
	6/10/2021	site visit		1.00
	6/10/2021	review		0.50
	6/11/2021	drop off	Flat Rate #5	
	6/30/2021	call w/ Ryan		0.25
	6/30/2021	pick up file	Flat Rate #6	
	6/30/2021	review file + final inspection		1.00
				2.75
1200	Permit # (285863)			
	6/9/2021	pick up	Flat Rate #3	
	6/9/2021	review		1.00
	6/15/2021	text with Tim Rowe		0.25
	6/10/2021	drop off	Flat Rate #4	
				1.25

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

1212#22	Permit # (119603)		
	6/30/2021	call w/ Jason	0.25
	6/30/2021	pick up	Flat Rate #6
	6/30/2021	review file + final inspection	1.00
			1.25

General Planning Hours	4.75
Site Plan / Variance Review Hours	17.25
Permitting Hours	22.75
Sub-total Hourly Services	44.75
Total Hours	44.75
Hourly Rate	100.00
Amount Due	4475.00
Flat Rate Services:	
6 drop off/pick up at $25 each	150.00
Total Amount Due	$ 4,625.00

RMA
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	7/8/2021	call from developer - zoning designation	0.25
general	7/8/2021	call from tree trimming co - code research	0.50
general	7/8/2021	coordinate FEMA review review w/ Mariana	0.25
general	7/8/2021	call with realtor - zoning	0.25
general	7/17/2021	call regarding commercial façade improvement	0.25
general	7/20/2021	call w/ Alex Kudeviz	0.25
923	7/12/2021	development order review + file	0.25
925	7/12/2021	development order review + file	0.25
957	7/20/2021	call, email, code research - underground wiring	0.50
987	7/30/2021	call + forward RS-2 zoning to Arch	0.50
1175-1185	7/13/2021	public records request email + call	0.25
1225	7/7/2021	call Jack Hawk - Royal Flamingo Villas	0.25
1225	7/7/2021	call + email - pool location	0.50
Total General Planning			4.25

Site Plan / Variance Rev.		,	(hours)
985 site plan			
	7/23/2021	call w/ Justice	0.25
			0.25
981 site plan	7/6/2021	emails + calls with architect	0.75
	7/6/2021	email Mac + Steve Lambert's email	0.25
	7/7/2021	call with architect	0.25
	7/7/2021	call + email Mac - latest proposed plan	0.50
	7/9/2021	email architect + Sherry latest plans	0.25
	7/19/2021	emails - submittals to Town Hall	0.25
	7/20/2021	emails w/ architect	0.25
			2.50

RMA
REINVENTING YOUR CITY

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

971 site plan	7/20/2021	call w/ architect	0.25
	7/27/2021	call w/ architect	0.25
			0.50
1115 turf	7/7/2021	email	0.25
	7/6/2021	Site plan application emails	0.25
	7/7/2021	calls - review email plan - code research	0.75
	7/9/2021	review application + file	0.50
	7/22/2021	call with applicant	0.25
			2.00
Total Site Plan / Variance Review		Time - hrs.	5.25

Permitting

Address	Date and Description			(hours)
925	Permit # (286011)			
	7/21/2021	pick up	Flat Rate #6	
	7/23/2021	review		1.00
	7/26/2021	drop-off	Flat Rate #8	
	7/30/2021	emails w/ applicant FDOT		0.25
				1.25
957	Permit # (449373)			
	7/6/2021	pick up	Flat Rate #2	
	7/7/2021	review		1.00
	7/8/2021	drop off	Flat Rate #3	
	7/20/2021	code research email to engineer		0.50
	7/20/2021	FEMA emails - contact Chen Moore		0.25
				1.75

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

977	Permit # (451362)			
	7/1/2021	pick up	Flat Rate #1	
	7/1/2021	review		0.75
	7/6/2021	drop off	Flat Rate #2	
				0.75
999	Permit # (93104)			
	7/6/2021	email Hal response		0.25
	7/8/2021	calls with Hal coordinate resubmittal		0.50
	7/13/2021	pick up	Flat Rate #5	
	7/19/2021	look for narrative response (not provided) research comments		0.50
	7/20/2021	coordinate w/ Hal - narrative		0.50
	7/21/2021	review emailed correction comments narrative		0.50
	7/23/2021	review		1.00
	7/28/2021	drop off	Flat Rate #10	
	7/30/2021	coordinate w/ Hal & Valerie Garland FDOT		1.00
				4.25
1001	Permit # (285657)			
	7/1/2021	review		0.75
	7/1/2021	email vendor		0.25
	7/6/2021	email w/ applicant		0.25
	7/6/2021	call property manager		0.25
	7/6/2021	return	Flat Rate #2	
				1.50
1007	Permit # (455736)			
	7/21/2021	pick up	Flat Rate #6	
	7/27/2021	review		1.00
	7/28/2021	drop off	Flat Rate #10	
				1.00
1057	Permit # (119782)			
	7/20/2021	email response		0.25
				0.25

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

1085	Permit # (456085)			
	7/23/2021	pick up	Flat Rate #7	
	7/27/2021	review		1.00
	7/28/2021	drop off	Flat Rate #10	
				1.00
1085	Permit # (455221)			
	7/21/2021	pick up	Flat Rate #6	
	7/27/2021	review		1.00
	7/28/2021	drop off	Flat Rate #10	
				1.00
1091	Permit # (456080)			
	7/21/2021	pick up	Flat Rate #6	
	7/27/2021	review		1.00
	7/28/2021	drop off	Flat Rate #10	
				1.00
1107	Permit # (454039)			
	7/23/2021	pick up	Flat Rate #7	
	7/27/2021	review		1.00
	7/28/2021	drop off	Flat Rate #10	
				1.00
1107	Permit # (119782)			
	7/13/2021	pick up	Flat Rate #5	
	7/20/2021	review		1.00
	7/21/2021	drop off	Flat Rate #6	
				1.00
1107	Permit # (451184)			
	7/8/2021	pick up	Flat Rate #3	
	7/8/2021	review		1.00
	7/9/2021	drop off	Flat Rate #4	
				1.00

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

1107	Permit # (454039)			
	7/8/2021	pick up	Flat Rate #3	
	7/8/2021	review		1.00
	7/9/2021	drop off	Flat Rate #4	
	7/9/2021	emails w/ GC + review emailed plans		0.50
				1.50
1159	Permit # (123800)			
	7/6/2021	pick up	Flat Rate #2	
	7/7/2021	review + print prior comments		1.00
	7/8/2021	drop off	Flat Rate #3	
	7/12/2021	site visit		0.75
	7/20/2021	emails applicant + Steve Mitchell		0.25
	7/21/2021	emails w/ Charlie and call with applicant		0.25
	7/21/2021	calls + emails Steve & Mac - occupational license		0.25
	7/27/2021	pick up	Flat Rate #9	
	7/27/2021	review		1.00
	7/28/2021	drop off	Flat Rate #10	
				3.50
1159	Permit # (123801)			
	7/6/2021	pick up	Flat Rate #2	
	7/7/2021	review + print prior comments		1.00
	7/8/2021	drop off	Flat Rate #3	
	7/12/2021	site visit		0.75
	7/20/2021	emails applicant + Steve Mitchell		0.25
	7/21/2021	emails w/ Charlie and call with applicant		0.25
	7/21/2021	calls + emails Steve & Mac - occupational license		0.25
	7/27/2021	pick up	Flat Rate #9	
	7/27/2021	review		1.00
	7/28/2021	drop off	Flat Rate #10	
				3.50

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

1198 #320	Permit # (450604)		
	7/6/2021	return file	Flat Rate #2
	7/7/2021	final inspection emails	0.25
			0.25
1200	Permit # (285863)		
	7/1/2021	review	0.75
	7/6/2021	drop off	Flat Rate #2
			0.75
1200	Permit # (124182)		
	7/6/2021	pick up	Flat Rate #2
	7/7/2021	Final inspection	1.00
	7/8/2021	call w/ applicant	0.25
	7/9/2021	drop off	Flat Rate #4
			1.25
1212#22	Permit # (119603)		
	7/6/2021	return file	Flat Rate #2
			0.00

General Planning Hours	4.25
Site Plan / Variance Review Hours	5.25
Permitting Hours	27.50
Sub-total Hourly Services	37.00
Total Hours	37.00
Hourly Rate	100.00
Amount Due	3700.00
Flat Rate Services:	
10 drop off/pick up at $25 each	250.00
Total Amount Due	$ 3,950.00

RMA
REINVENTING YOUR CITY

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

General Planning

	Date and Description (date)	(detail)	(hours)
general	8/4/2021	call from realtor - zoning designation	0.25
general	8/9/2021	call from tree trimming co - code research	0.50
general	8/9/2021	coordiante w/ Sherry quasi-judicial applications	0.25
general	8/19/2021	email with Mac quasi-judicial	0.25
general	8/20/2021	call w/ Mac quasi-judicial update	0.25
general	8/20/2021	call w/ developer - rezoning	0.25
925	8/2/2021	calls with attorney - re opinion of title + review opinion of title	0.50
925	8/17/2021	main hpuse email from architect	0.25
925	8/20/2021	email w/ Joan	0.25
959	8/18/2021	email	0.25
1085	8/5/2021	call w/ architect code question	0.25
1085	8/5/2021	follow up call with architect	0.25
1085	8/5/2021	emails + code research	0.50
1185	8/1/2021	call w/ architect	0.25
1185	8/5/2021	review emailed plan + send code section back	0.75
1185	8/6/2021	review emailed plan + photos + call + send open terrace code section back	0.75
1200	8/5/2021	emailre: paver permit	0.25
Total General Planning			6.00

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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

Site Plan / Variance Rev.			(hours)
981 site plan	8/9/2021	review site plan	1.25
	8/10/2021	email architect	0.25
	8/9/2021	review plans	1.25
	8/9/2021	email w/ architect	0.25
	8/10/2021	email architect, email research, call	0.50
	8/13/2021	call with architect	0.25
	8/18/2021	call with Steve	0.25
			4.00
971 site plan	8/4/2021	call w/ architect	0.25
	8/12/2021	call w/ architect	0.25
			0.50
1007 site plan	8/10/2021	initial review site plan + calls James Wentzel	0.75
	8/19/2021	pick up landscape plans	0.50
	8/19/2021	initial review - submittal not complete - need Civil	0.50
			1.75
1115 turf	8/10/2021	review submittal + call with applicant	1.25
	8/11/2021	review response from applicant + call re: drainage	0.25
	8/19/2021	call with applicant	0.25
	8/20/2021	research 300 ft - addresses	0.50
			2.25
Total Site Plan / Variance Review		Time - hrs.	8.50

R M A
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)
925	Permit # (285807)		
	8/10/2021 calls with Joan		0.50
	8/10/2021 review		1.50
	8/11/2021 drop-off		0.25
			2.25
951	Permit # (93404)		
	8/2/2021 pick up		0.25
	8/4/2021 review		0.75
	8/6/2021 drop off		0.50
			1.50
957	Permit # (122367)		
	8/11/2021 call with GC		0.25
	8/11/2021 call with architect		0.25
	8/20/2021 pick up		0.25
			0.75
999	Permit # (93190)		
	8/2/2021 email + call w/ Hal; code review + narrative		0.75
	8/2/2021 review emailed construction management plan		0.50
	8/9/2021 review		1.50
	8/9/2021 email s w/ Hal + James Cruz		0.25
	8/10/2021 calls w/ Steve Mitchell + James Wentzel		0.50
	8/10/2021 review site construction management plan		0.50
	8/11/2021 drop off plan		0.25
	8/11/2021 pick up site construction management narrative	NC	
	8/13/2021 review site construction management narrative + call w/ Hal		0.75
	8/17/2021 call w/ Hal		0.25
			5.25

R M A
REINVENTING YOUR CITY

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

1015	Permit # (122363)	
	8/20/2021 pick up	0.25
		0.25
1050	Permit # (457991)	
	8/17/2021 pick up	0.25
	8/20/2021 review	1.00
		1.25
1159	Permit # (123800)	
	8/18/2021 email Charlie	0.25
	8/19/2021 coordinate w/ Mariana + print emailed plans	0.25
		0.50
1159	Permit # (123801)	
	8/18/2021 email Charlie	0.25
	8/19/2021 coordinate w/ Mariana + print emailed plans	0.25
		0.25
1200	Permit # (285863)	
	8/5/2021 email re: inspection process	0.25
		0.25

General Planning Hours	6.00
Site Plan / Variance Review Hours	8.50
Permitting Hours	12.25
Total Hours	26.75
Total Hours	26.75
Hourly Rate	50.00
Amount Due	1337.50

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: **RESOLUTIONS & CONTRACTS**
Submitting Dept: **Town Clerk, Sherry D. Henderson, Town Clerk**
Agenda Date: **September 7, 2021**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: None

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: **Resolution No. 2021-40**
Consideration to Approve and Authorize the Appropriate Town Officials to Execute First Amendment to the Agreement with Calvin, Giordano & Associates (CG&A) for Building and Permit Services, Relating to Automatic Renewal.

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

Agenda Date: **September 7, 2021**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:
1. RESOLUTION
2. First Amendment to Contract Agreement
3. CONTRACT - CG&A Building Permits (signed 12-5-2017)

RESOLUTION NO. 2021-40

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A FIRST AMENDMENT TO AGREEMENT BETWEEN CALVIN, GIORDANO & ASSOCIATES, INC. AND THE TOWN; 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 First Amendment to Agreement by and between Calvin, Giordano & Associates, Inc. and the Town of Hillsboro Beach.

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

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

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida hereby approves and authorizes the appropriate Town officials to execute a First Amendment to Agreement by and between Calvin, Giordano & Associates, Inc. and the Town of Hillsboro Beach; a copy of the First Amendment is attached hereto as Exhibit "A".

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

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

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

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

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

TOWN OF HILLSBORO BEACH, FLORIDA

_____
Deborah L. Tarrant, Mayor

ATTEST:

_____
Sherry D. Henderson, CMC, Town Clerk

RESOLUTION NO. 2021-40
RECORD OF TOWN COMMISSION VOTE:

	YES	NO
MAYOR DEBORAH l. TARRANT	☐	☐
VICE MAYOR IRENE KIRDAHY	☐	☐
COMMISSIONER VICKY FEAMAN	☐	☐
COMMISSIONER BARBARA BALDASARRE	☐	☐
COMMISSIONER JANE REISER	☐	☐

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT to Agreement is entered into as of this _____ day of _____, 2021, by and between:

CALVIN, GIORDANO & ASSOCIATES, INC., hereinafter referred to as "CONTRACTOR;"

And

TOWN OF HILLSBORO BEACH, a municipal corporation of the State of Florida, with a business address of 1210 Hillsboro Mile, Hillsboro Beach, Florida 33062, acting by and through its duly authorized Town Commission, hereinafter referred to as "TOWN." The CONTRACTOR and TOWN may hereinafter collectively be referred to as the "Parties."

WITNESSETH:

WHEREAS, on November 14, 2017, the CONTRACTOR and TOWN entered into an Agreement (the "Original Agreement"); and

WHEREAS, the Parties desire to amend the Original Agreement to provide for an automatic renewal of the term of the Original Agreement each year unless terminated by either party; and

NOW, THEREFORE, in consideration of the mutual benefits and other consideration as set forth herein, the Parties agree as follows:

SECTION 1. The foregoing "whereas" clauses are incorporated herein by reference.

SECTION 2. Section 4 of the Original Agreement is hereby amended as follows:

RENEWAL OF AGREEMENT

~~The Town reserves the right to renew this Agreement in one (1) year increments by providing written notice to CONTRACTOR thirty (30) days in advance of the expiration date.~~

This Agreement shall renew automatically each year unless otherwise terminated by either party pursuant to Section 15 of the Original Agreement dated November 14, 2017 which is ratified and confirmed.

IN WITNESS WHEREOF, the parties have caused this presence to be executed and attested to by their duly authorized officers or representatives and their official seals to be affixed thereto the day and year first above written.

ATTEST:

_____
Town Clerk

Date:_____

Approved as to form:

_____
Town Attorney

TOWN

TOWN OF HILLSBORO BEACH, FLORIDA

_____
Deborah L. Tarrant, Mayor

Date:_____

CONTRACTOR

CALVIN, GIORDANO & ASSOCIATES, INC.

By: _____
Name: _____
Title: _____

{00463601.1 1182-0606490}

AGREEMENT
BETWEEN THE TOWN OF HILLSBORO BEACH
AND CALVIN, GIORDANO & ASSOCIATES, INC.

THIS AGREEMENT is entered into on November 14, 2017 by and between the TOWN OF HILLSBORO BEACH, FLORIDA a political subdivision of the State of Florida1210 Hillsboro Mile, Hillsboro Beach, FL 33062, hereinafter referred to as the "TOWN", and **CALVIN, GIORDANO & ASSOCIATES, INC**, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the TOWN has determined that it is in its best interest to piggyback the contract entered into between CONTRACTOR and the City of Deerfield Beach, Florida, utilizing contract number RFP #2014-15/26, effective June 3, 2015 titled, Building Department Services, attached hereto as **Exhibit "A"** and made a binding part hereof by this reference, hereinafter referred to as "COOPERATIVE CONTRACT," which was competitively solicited and negotiated by City of Deerfield Beach; and

WHEREAS, the CONTRACTOR has exhibited by its response to the City of Deerfield Beach solicitation that it is capable of providing the required services and agrees to provide the required services to the TOWN of HILLSBORO BEACH; and

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation and to be bound by the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

SECTION 1. DEFINITIONS.

The following terms in the COOPERATIVE CONTRACT are hereby re-defined for purposes of this agreement as follows:

SECTION 2. CONTRACT NUMBER.

The Town of HILLSBORO BEACH's agreement will be referenced as Contract Number R2017-904.

SECTION 3. TERM AND EFFECTIVE DATE.

This Agreement shall become effective as of January 2, 2018 and expire on December 31st, 2018 unless renewed as set forth in Section 4 below.

SECTION 4. RENEWAL OF AGREEMENT.

The TOWN reserves the right to renew this Agreement in one (1) year increments by providing written notice to CONTRACTOR thirty (30) days in advance of the expiration date..

SECTION 5. PRODUCTS AND PRICING.

The CONTRACTOR will provide to the TOWN products and pricing as specified in the agreement attached hereto and made a binding part hereof.

SECTION 6. CONTRACT PROVISIONS.

The terms and provisions of the Cooperative Contract are incorporated herein and the parties hereto agree to be bound by all of the terms and conditions of the COOPERATIVE CONTRACT unless otherwise modified, supplemented or specified herein.

SECTION 7. NOTICE.

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the TOWN and the CONTRACTOR. All notices required to be given to the TOWN or the CONTRACTOR pursuant to this Agreement shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

TOWN: Town of HILLSBORO BEACH, Florida
Attention: Town Manager
1210 Hillsboro Mile
Hillsboro Beach, FL 33062

CONTRACTOR: **CALVIN, GIORDANO & ASSOCIATES, INC,**
1800 Eller Drive, Suite 600
Ft Lauderdale, FL 33316

SECTION 8. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to pursue legal action regarding this Agreement, venue for any

litigation shall lie in Broward County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim arising out of this Agreement which may be brought by either of the parties hereto.

SECTION 9. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified only by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 10. CONFLICT.

To the extent that any conflict shall arise between the TOWN Purchase Order or this Agreement and the terms and conditions of the COOPERATIVE CONTRACT, the terms and conditions of this Agreement and/or the TOWN Purchase Order shall prevail.

SECTION 11. FUND AVAILABILITY AND USE OF CONTRACTOR.

Services to be performed in accordance with this Agreement are subject to and contingent upon the annual appropriation of funds by the TOWN. In its sole discretion, the TOWN reserves the right to forego use of the CONTRACTOR for any project which may fall within the scope of services listed herein.

SECTION 12. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 13. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open for inspection during regular business hours by an authorized representative of the TOWN, and shall be retained by the CONTRACTOR for a period of three years after termination or completion of the Agreement, or a period of three years after completion of the full TOWN audit, whichever comes first. The TOWN shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The

TAO

VENDOR CB

TOWN also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the TOWN. The TOWN has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 14. PUBLIC RECORDS, AND INSPECTION.

Contractor agrees to comply with public records laws. This includes but is not limited to:

1. Keep and maintain public records as required by the Florida Statutes.
2. Upon request from the Town Clerk, provide the Town of HILLSBORO BEACH 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 in the applicable Florida Statutes.
3. 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 term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost to the Town all public records in possession of the contractor or keep and maintain the public records as required by the Florida Statutes.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the custodian of public records at 954-427-4011, TC@TOHB.US, 1210 Hillsboro Mile, Hillsboro Beach, FL 33062.

SECTION 15. TERMINATION.

a. Termination for Convenience: This Agreement may be terminated by the TOWN for convenience, upon seven (7) days written notice by the TOWN to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the TOWN against any loss pertaining to this termination. Contractor acknowledges and agrees that the dollars (10.00) of the compensation to be paid by TOWN, the receipt and adequacy of which is hereby acknowledged by Contractor is given as specific consideration to Contractor for TOWN's right to terminate this Agreement for convenience.

b. Default by Contractor: In addition to all other remedies available to the TOWN, this Agreement shall be subject to cancellation by the TOWN for cause, should the

Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

SECTION 16. INDEMNIFICATION.

a. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of Section ATTACHMENT A of the COOPERATIVE CONTRACT shall survive indefinitely.

b. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

SECTION 17. BUDGETARY CONSTRAINTS.

In the event the TOWN is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

SECTION 18. INSURANCE.

The Town of HILLSBORO BEACH shall be shown as the additional insured under the required insurance. Copies of such insurance must be provided to the Town prior to the commencement of any Work under this Agreement.

Remainder of page intentionally left blank

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this

14 day of NOVEMBER, 2017.

CONTRACTOR

By: _____
(Signature)

Name: Chris Giordano
(Print)

Title: Vice President

Date: 11/25/17

Attest: Sara R. Blumkin
Corporate Seal/Notary Public

SARA R. BLUMKIN
MY COMMISSION # FF 178649
EXPIRES: March 21, 2019
Bonded Thru Notary Public Underwriters

TOWN OF HILLSBORO BEACH

By: Deborah L. Tarrant
Deborah Tarrant, Mayor

Date: 12/5/2017

Attest: Sherry D. Henderson
Sherry D. Henderson, TOWN Clerk

Approved as to form
and legal sufficiency

_____
TOWN Attorney

TOWN OF HILLSBORO BEACH FLORIDA

Rev 11/8/17

TAO ___

VENDOR CG

PRODUCTS AND PRICING

The funding for this Contract shall be derived from the TOWN's revenue realized from the issuance of building permits by the TOWN. TOWN agrees to pay CONTRACTOR, for services provided to TOWN, an annual sum equal to eighty-five percent (85%) of such permit revenue, which shall be invoiced at the close of each month.

Within thirty (30) days from the end of the month, the Town will remit payment to the CONTRACTOR equal to 85% of the actual permit revenue.

At all times herein, the TOWN shall have the right, but not the obligation, to adjust the fees charged for building permits. CONTRACTOR may review and provide the TOWN with comment on the proposed fee adjustment, but at all times the right to adjust the fees shall be solely that of the TOWN.

In addition to the compensation noted above, CONTRACTOR shall invoice the Town for a one-time fee of $6,000.00 for the set up, customization and implementation of INKforce permitting software. This fee will be invoiced prior to start up and payment will be due within 30 days of the invoice.

RESOLUTION NO. 2021-41

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF HILLSBORO BEACH FOR COMMUNITY SHUTTLE SERVICE; 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 First Amendment to the Interlocal Agreement between Broward County and the Town of Hillsboro Beach for Community Shuttle Service.

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

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

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida hereby approves and authorizes the appropriate Town officials to execute a First Amendment to the Interlocal Agreement between Broward County and the Town of Hillsboro Beach for Community Shuttle Service; a copy of the First Amendment is attached hereto as Exhibit “A”.

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

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

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

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

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

TOWN OF HILLSBORO BEACH, FLORIDA

_____
Deborah L. Tarrant, Mayor

ATTEST:

_____
Sherry D. Henderson, CMC, Town Clerk

RESOLUTION NO. 2021-41
RECORD OF TOWN COMMISSION VOTE:

	YES	NO
MAYOR DEBORAH l. TARRANT	☐	☐
VICE MAYOR IRENE KIRDAHY	☐	☐
COMMISSIONER VICKY FEAMAN	☐	☐
COMMISSIONER BARBARA BALDASARRE	☐	☐
COMMISSIONER JANE REISER	☐	☐

FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF HILLSBORO BEACH FOR COMMUNITY SHUTTLE SERVICE

This is the First Amendment to the Agreement (the "First Amendment") between Broward County (the "County") and the Town of Hillsboro Beach, a municipal corporation located in Broward County, Florida, organized and existing under the laws of the state of Florida (the "Town") (collectively the "Parties").

RECITALS

A. The Parties entered into an Agreement dated October 3, 2019 ("Agreement"), which provides for Community Shuttle Service as an alternative form of public transportation for residents within the jurisdictional limits of the Town.

B. The Parties desire to enter this First Amendment to reflect the vehicles that are being utilized for Town's agreement with its Subcontractor.

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

1. Except as expressly modified herein, all terms and conditions of the Agreement remain in full force and effect. Amendments made to the Agreement pursuant to this First Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Terms used herein but not defined herein shall have the meaning ascribed to such terms in the Agreement.

2. Exhibit D is hereby amended as indicated in the attached Exhibit D.

3. The effective date of this First Amendment shall be the date of complete execution by both Parties. This First Amendment, together with the Agreement, represents the final and complete understanding of the Parties regarding the subject matter of the items addressed herein, and together with the Agreement, supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this First Amendment or the Agreement that is not contained in this written document or the Agreement.

4. This First Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to Agreement: Broward County, through its County Administrator, authorized to execute same by Board action on the 20th day of August, 2019, and the Town of Hillsboro Beach, signing by and through its _____, duly authorized to execute same.

COUNTY

WITNESSES:

_____
(Signature)

_____
(Print Name of Witness)

_____
(Signature)

_____
(Print Name of Witness)

BROWARD COUNTY, by and through
its County Administrator

By_____
Bertha Henry
County Administrator

____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By_____
Angela J. Wallace (Date)
Transportation Surtax General Counsel

AJW/hb
Town of Hillsboro Beach Community Bus First Amendment
07/28/2021
#21-114.00

FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF HILLSBORO BEACH FOR COMMUNITY SHUTTLE SERVICE

TOWN

TOWN OF HILLSBORO BEACH

WITNESSES:

By _____
Deborah L. Tarrant, Mayor

_____
(Signature)

____ day of _____, 2021

_____
(Print Name of Witness)

_____
(Signature)

Approved as to form:

_____
(Print Name of Witness)

By_____
Town Attorney
Donald J. Doody, Town Attorney

EXHIBIT "D"

Town of Hillsboro Beach

Vehicles for Fiscal Year ~~2020~~ 2021

Vehicle #	Year	Make	Seats	Asset	VIN
~~M1460~~	~~2013~~	~~Chevy 4500 - ElDorado~~	~~16/2~~	~~316626~~	~~1GB6G5BL5F1129062~~
M2017	**2021**	**Champion Defender**	**16/2**	**339617**	**1FDUF5GN2LEE97649**

Sherry D. Henderson

From: Mathurin, Sherley <smathurin@broward.org> on behalf of Mathurin, Sherley
Sent: Friday, July 30, 2021 10:46 AM
To: 'Mac Serda'
Cc: 'Sherry D. Henderson'; Mccoy, Barney
Subject: Community Shuttle - Hillsboro Beach First Amendment
Attachments: Hillsboro Beach Community Bus First Amendment.pdf

Good Morning Mac,

Please see attached the Town of Hillsboro Beach First Amendment (A1) to update the vehicles list. Please have the Amendment review and executed by the appropriate City representatives and return three (3) original executed copies. Once executed and returned, the Amendment will be routed to the County Administrator for approval, yielding a fully executed agreement.

Feel free to call if you have any questions,

Best Regards,

Sherley Mathurin
Contract/ Grant Administrator
Broward County Transit Division
Service and Strategic Planning
1 North University Drive, Suite 3100 A
Plantation, FL 33324
Office: 954-357-8615
smathurin@broward.org

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

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: **PROCLAMATIONS**
Submitting Dept: **Town Clerk, Sherry D. Henderson, Town Clerk**
Agenda Date: **September 7, 2021**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: None

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: **Proclamation Recognizing September 9, 2021 as Broward Mental Health Summit Day**
Submitting Dept: **Town Clerk, Sherry D. Henderson, Town Clerk**
Agenda Date: **September 7, 2021**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:
1. Broward Mental Health Summit Day - Proclamation (Hillsboro Beach)
2. Proclamation Request - Broward Mental Health

PROCLAMATION

Town of Hillsboro Beach, Florida

~ BROWARD MENTAL HEALTH SUMMIT DAY ~
SEPTEMBER 9, 2021

WHEREAS, Mental Illness affects thoughts, feelings, behaviors, and general interaction with others and the stigma associated with Mental Illness must be addressed so that no one feels shame or disgrace in seeking help and treatment; and

WHEREAS, recent tragedies in Broward County and nationwide require that our communities engage in meaningful education and discussion to identify the early signs of Mental Illness in order to take charge of the situation and reverse it before it gets worse; and

WHEREAS, in addition to the recent tragedies, according to the April 2020 Data Brief of the CDC's National Center for Health Statistics, in 2018 there were 48,344 recorded suicides in the United States, and the annual U.S. suicide rate increased 35% between 1999 and 2018. According to the Foundation for Suicide Prevention, on average, there are 123 suicides per day in the U.S; and

WHEREAS, in response to the need for identifying and treating Mental Illness, a grassroots effort was undertaken by the principal mental health providers in Broward County (including county/federal government, private sector, and nonprofit organizations), to join forces in a historic effort to increase awareness and education by holding an "in-person and virtual summit" open to the general public for FREE during the 2021 National Suicide Prevention Week; and

WHEREAS, the "4th Annual Broward Mental Health Summit," titled **Bouncing Back Together: Wellness, Empowerment, Resilience & Connection**, is presented by Memorial Healthcare System, UKG, and the Sheriff's Foundation of Broward County, bringing together the leading mental health providers in South Florida from county/federal government, private practice, nonprofits, and academia to discuss and examine the current issues relating to mental health in Broward County affecting all populations. This event will be held on September 9, 2021 – 100% virtual-live streamed with FREE registration.

NOW, THEREFORE, I Mayor Deborah L. Tarrant, do hereby designate Thursday, September 9, 2021 as **Broward Mental Health Summit Day** in the Town of Hillsboro Beach, Florida. We remain committed to raising awareness in order to combat stigma and educate our community about Mental Illness.

In Witness Thereof, I have hereunto set my hand on this 7th day of September 2021 and cause the official seal of the Town of Hillsboro Beach, Florida to be affixed.

By:

_____

Deborah L. Tarrant, Mayor *(seal)*

Attested By:

_____

Sherry D. Henderson, CMC, Town Clerk

PROCLAMATION REQUEST

Submitted by Beth Tache' with Broward Mental Health Summit

From: Deb Tarrant <dtarrant@townofhillsborobeach.com>
Date: Monday, July 19, 2021 at 11:02 AM
To: Beth Taché <BTache@lmgfl.com>
Cc: Mac Serda <mserda@townofhillsborobeach.com>, "Sherry D. Henderson" <shenderson@townofhillsborobeach.com>
Subject: Re: Broward Mental Health Summit Proclamation

Thank you for reaching out to the Town of Hillsboro Beach. Our Commission is on recess for the month of August, however, I am copying Town Manager Mac Serda and Town Clerk Sherry Henderson here with the request that this proclamation be included on our September 7th Commission Meeting Consent Agenda.

Thank you for your efforts in this important area.

Sincerely,

Deb

Deb Tarrant, Mayor
Town of Hillsboro Beach

From: Beth Taché <BTache@lmgfl.com>
Date: Monday, July 19, 2021 at 10:48 AM
To: "dtarrant@townofhillsborobeach.com" <dtarrant@townofhillsborobeach.com>
Cc: "jreiser@townofhillsborobeach.com" <jreiser@townofhillsborobeach.com>, "bbaldasarre@townofhillsborobeach.com" <bbaldasarre@townofhillsborobeach.com>, "vfeaman@townofhillsborobeach.com" <vfeaman@townofhillsborobeach.com>, "ikirdahy@townofhillsborobeach.com" <ikirdahy@townofhillsborobeach.com>
Subject: Broward Mental Health Summit Proclamation

Good morning Mayor Tarrant,

I hope you are doing well. I am reaching out, representing the 4th Annual Broward Mental Health Summit, which will take place on September 9, 2021 at the Charles Dodge City Center in Pembroke Pines as well as live-streamed. Coming out of COVID this year, the committee feels even more committed to our mission and getting the information to the general public. Therefore, this year we have decided to make it a free event for all!

Last year we received many proclamations from around Broward County. I am reaching out this year to ask for a proclamation from the beautiful Town of Hillsboro Beach.

Please check out the website for more information. I have attached a sample proclamation as well.
http://browardmentalhealthsummit.com/

Thank you! We appreciate your support.

Warmest regards,

Beth Taché
Co-Chair -Broward Mental Health Summit

Associate Publisher
Lifestyle Magazine | South Florida Business & Wealth
Tampa Bay Business & Wealth
3511 West Commercial Blvd., Suite 200
Fort Lauderdale, FL 33309
Cell: 954-684-1788
www.sfbwmag.com
www.lmgfl.com
www.tbbwmag.com

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 Recognizing the month of September 2021 as Suicide Prevention Awareness Month**
Submitting Dept: **Town Clerk, Sherry D. Henderson, Town Clerk**
Agenda Date: **September 7, 2021**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:
1. Suicide Prevention Month - Proclamation (Hillsboro Beach)
2. Request

PROCLAMATION

Town of Hillsboro Beach, Florida

SUICIDE PREVENTION AWARENESS MONTH

September 2021

WHEREAS, the month of September is nationally recognized as *Suicide Prevention Awareness Month*. The Town of Hillsboro Beach Commission is firmly committed to raising awareness about Suicide Prevention in Hillsboro Beach and Broward County; and

WHEREAS, over 40,000 Americans die by suicide each year. In Florida, a person dies by suicide every two hours on average. Suicides in Florida far outnumber homicides; and

WHEREAS, Suicide is a national epidemic costing the lives of 6,000 Veterans each year and is a leading cause of death for first responders. Firearms are the leading method of suicide in Florida and the most lethal method, and access to a gun triples the risk of death; and

WHEREAS, suicide is the second leading cause of death for young people in the United States. Every year nearly 3,000 young people die by firearm suicide; and

WHEREAS, it is critical to recognize the signs of depression that may lead to thoughts of suicide including: speaking about wanting to die, feelings of isolation or hopelessness, increased use of drugs or alcohol, and severe mood swings; and

WHEREAS, it is critical to recognize the best methods to prevent suicide when a person is in crisis: ask if the person is thinking of taking their life; keep them safe and remove their access to lethal means such as firearms, poisons, and prescription drugs, and get them professional help. In Florida, dial 2-1-1 or call the National Suicide Prevention Lifeline 1-800-273-8255 or text 741741; and

WHEREAS, the League of Women Voters of Broward County has provided significant leadership in suicide prevention through community education and creation of their *Lock It Up!* gun safety program; and

WHEREAS, the Florida Chapter of the American Academy of Pediatrics has provided significant leadership in suicide prevention through community education and programming.

NOW, THEREFORE, I Mayor Deborah L. Tarrant, do hereby recognizes the month of September 2021 as *Suicide Prevention Awareness Month*, and enthusiastically supports the mission of *Lock It Up!,* and the League of Women Voters of Broward County Gun Safety Committee, as well as the Florida Chapter of the American Academy of Pediatrics, by encouraging safe storage of firearms and removal of other lethal means to prevent suicide.

In Witness Thereof, I have hereunto set my hand on this 7th day of September 2021 and cause the official seal of the Town of Hillsboro Beach, Florida to be affixed.

By: *(seal)* **Attested By:**

Honorable Deborah L. Tarrant
Mayor

Sherry D. Henderson, CMC
Town Clerk

PROCLAMATION REQUEST

From: Deb Tarrant <dtarrant@townofhillsborobeach.com>
Sent: Tuesday, August 17, 2021 1:56 PM
To: Mac Serda <mserda@townofhillsborobeach.com>
Cc: Sherry D. Henderson <shenderson@townofhillsborobeach.com>
Subject: FW: **Proclamation for Suicide Prevention Awareness Month**

Can we please include this proclamation on our consent agenda for the September meeting?

Thanks,

Deb

Deb Tarrant, Mayor
Town of Hillsboro Beach

From: barbaramarkley <barbaramarkley@bellsouth.net>
Date: Monday, August 16, 2021 at 10:02 PM
Subject: Fw: Proclamation for Suicide Prevention Awareness Month

Dear Mayor Tarrant, Vice Mayor Kirdahy, and Commissioners:

I am writing to ask if you would consider issuing a proclamation for *Suicide Prevention Awareness Month* which is recognized nationally in September. The draft of this proclamation was prepared jointly by the League of Women Voters of Broward County and the Florida Chapter of the American Academy of Pediatrics and is an educational document to raise awareness of the signs of depression and the actions to take to help prevent suicide.

The facts included are:

1. Over 40,000 Americans die by suicide each year. In Florida, a person dies by suicide every two hours on average.

2. Suicides in Florida far outnumber homicides.

3. Suicide is a national epidemic costing the lives of 6,000 Veterans each year and is a leading cause of death for first responders.

4. Firearms are the leading method of suicide in Florida and the most lethal method. Access to a gun triples the risk of death.

5. Suicide is the second leading cause of death for young people in the United States. Every year, nearly 3,000 young people die by firearm suicide.

6. It is critical to recognize the signs of depression that may lead to thoughts of suicide including: speaking about wanting to die, feelings of isolation or hopelessness, increased use of drugs or alcohol, and severe mood swings.

7. It is critical to recognize the best methods to prevent suicide when a person is in crisis: ask if the person is thinking of taking their life; keep them safe and remove their access to lethal means such as firearms, poisons, and prescription drugs, and get them professional help. In Florida, dial 2-1-1 or call the National Suicide Prevention Lifeline 1-800-273-8255 or text 741741

Please feel free to contact me with any questions you may have. Thank you for your consideration.

Sincerely,

Barbara Markley

Barbara Markley, Co-Chair
Gun Safety Committee
League of Women Voters of Broward
www.lwvbroward.org
(954) 609-7928

Protect Children
Prevent Suicide
Reduce Crime
Save a Life, Lock Up Your Gun!

Hillsboro Beach Police Monthly Report

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

Patrol Snapshot:

Activity	Current Month	May 2021	June 2020
Contacts			
Motor Vehicle	41	50	22
Crosswalk	45	52	40
Marine Unit	72	71	73
Beach Unit	30	4	20
Cyclists	37	25	302
Arrests	0	0	2
Service			
Alarms	13	11	16
Dogs on Beach/Animal	6	5	5
Vessel	4	9	22
Noise	1	3	4
Open Doors	2	1	2
Police Assists	45	47	43
Domestic/Disturbances	2	2	3
Sick/Injured	14	12	8
Crash	3	1	6
Trespassing	41	85	99
Security Checks	6454	6510	5587
Total Calls	197	227	248

Investigations Snapshot:

June 2021 (new)	Actively Working	Inactivated/Cleared
Death Investigation 211267	Fraud 200811	Burglary Residence 210694
	Fraud 201791	Assist Other Agency/Sexual Battery 211289
	Identity Theft 203000	Fraud 210883
	Stolen Vehicle 202724	
	Grand Theft 210186	

Personnel: News

Officer Fondo is currently assigned to our Field Training Program and he is progressing commensurate to his years of service and experience. He has been assigned to Florida Wildlife Conservation's Training Lieutenant, for his Basic Marine Law Enforcement Boat Operators Course. Once he successfully completes his training, he will then complete a one year probationary period.

June Notable Events:

On June 5th HBPD Road Patrol Officers responded to an injury accident involving a vehicle and three cyclists. The accident occurred in the 900 block of State Road A1A, the road had to be closed to allow for treatment of the injured and for the investigation. Officers rendered aid to the injured cyclists until BSO Fire Rescue arrived, treated and transported three people to the Trauma Center.

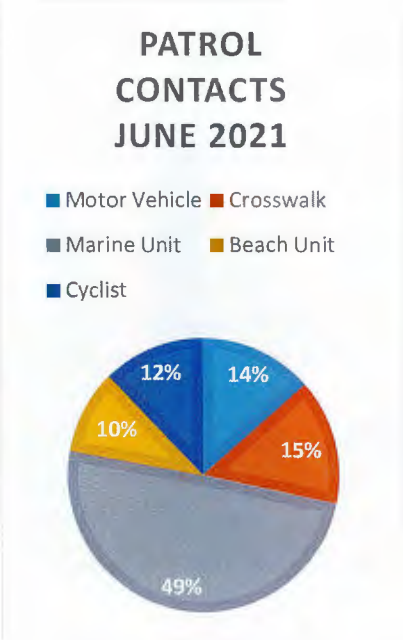
On June 9th an HBPD Sergeant observed a homeless person walking in the 1100 block of State Road A1A, his feet were all cut up and he appeared emaciated. The sergeant took it upon himself to provide the individual some food and water, saw to his immediate needs, and arranged transportation to his destination in Pompano Beach.

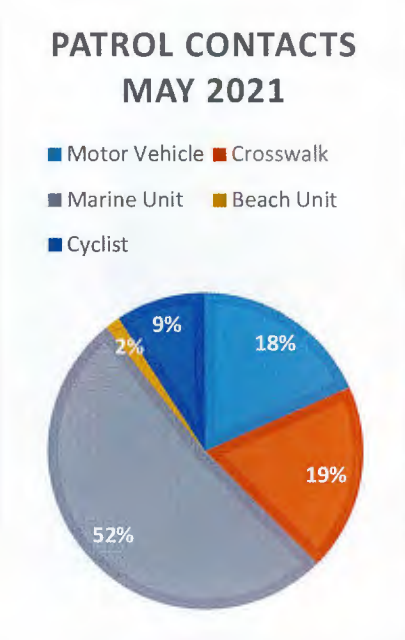
On June 12th HBPD Road Patrol Officers responded to a reported overturned sailboat at an exclusionary zone buoy near the Hillsboro Beach Lighthouse. The Road Patrol Units commenced searching the area, and were soon joined in the initial search by our Marine Unit. During the course of the search and subsequent investigation, it was determined that the two occupants had been picked up by another vessel. The vessel brought them ashore to a marina in Pompano Beach, we confirmed they were safe and uninjured.

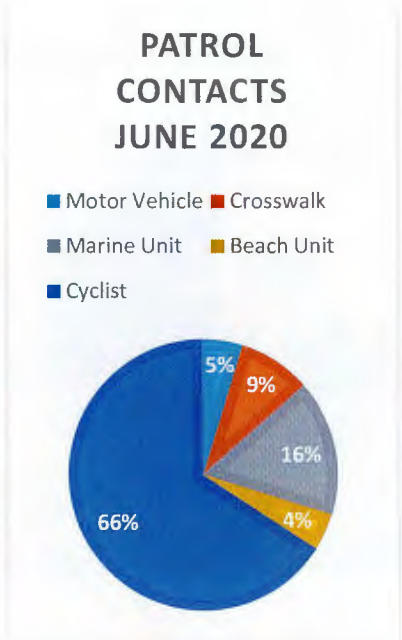
On June 12th HBPD Road Patrol Officers responded to a reported ten month old baby who was choking. Officers expedited their response and thankfully discovered the baby was conscious and breathing on arrival. The concerns some foreign matter was stuck in his throat were abated and it was determined the baby had some congestion and some sinus issues.

Patrol Services:

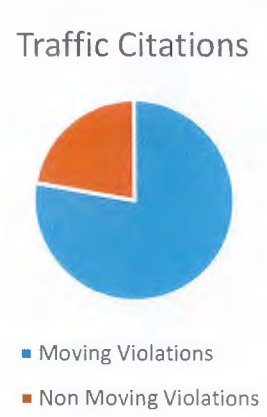
Contacts:



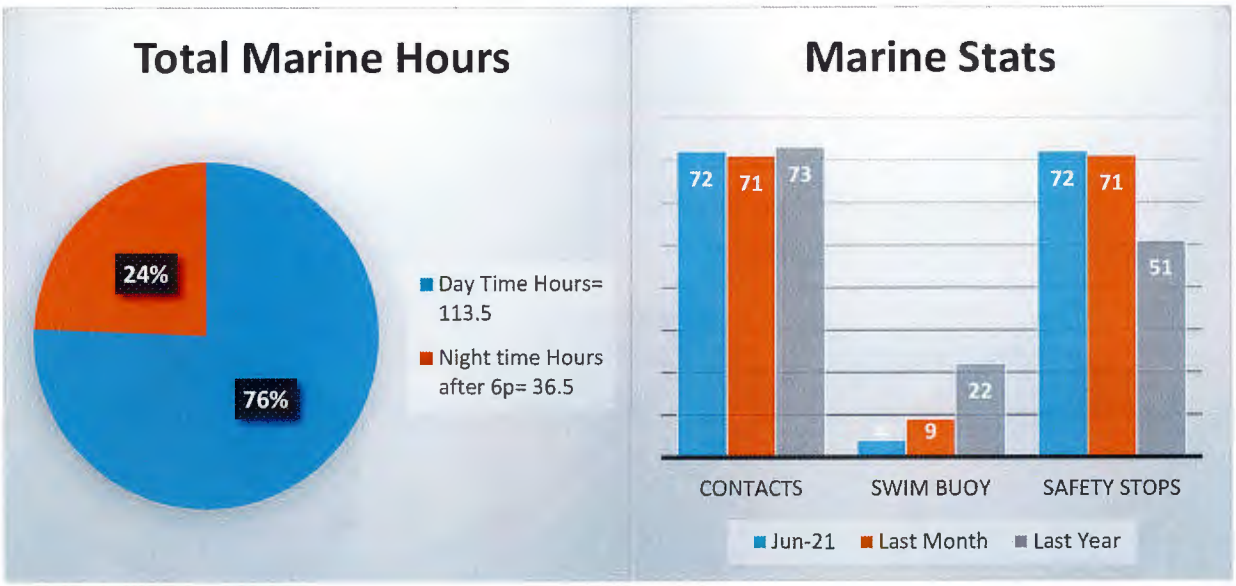




Traffic:



Marine/Beach Patrol:



Training:

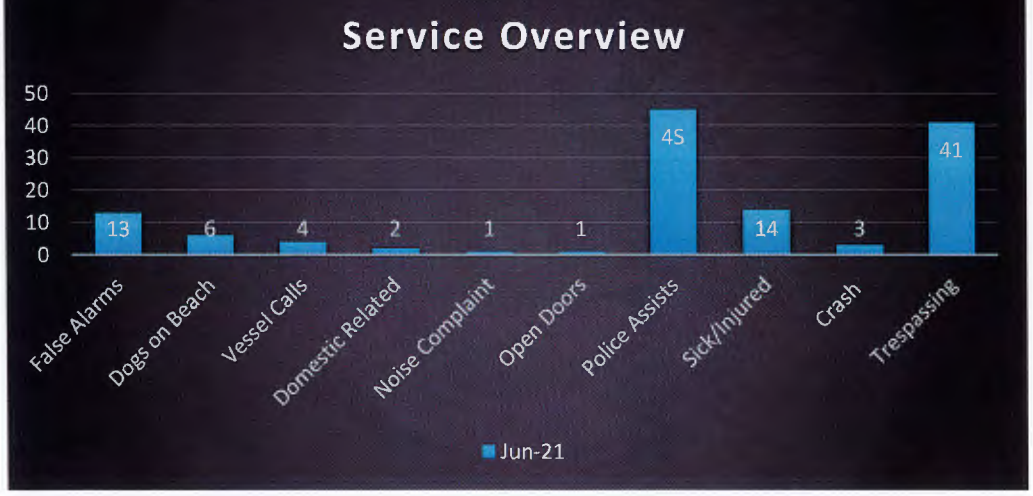
Police Law Institute (Online): New Florida Laws

Power DMS Topics: DHSMV DAVID Tutorial

Letters:

-Mr. Micheal Chaiken to Officer Torres

Overall Calls for Service:



Vehicle/Mileage Recap JUNE 2021

Unit	Type	Primary Use	EOM	BOM	CMM	PMM	INC/DEC
160	SUV	Road Patrol	50,822	48,402	2,420	4,478	-2,058
161	SUV	Road Patrol	45,890	41,901	3,989	2,781	1,208
162	Crown Vic.	Training/Decoy	125,089	125,069	20	64	-44
2163	SUV	Road Patrol	14,031	11,075	2,956	2,772	184
164	Charger	Chief	80,937	79,680	1,257	1,262	-5
166	Charger	Admin	185,603	184,860	743	1,134	-391
			Police	**TOTALS**	11,385	12,491	-1,106
170	Pickup Truck	Maintenance	95,087	94,910	177	82	95
172	Pickup Truck	Water Dept	57,220	56,721	499	509	-10
173	Pickup Truck	Water Dept	5,514	5,376	138	24	114
174	Pickup Truck	Water Dept	8,323	7,820	503	482	21
			Water Dept	**Totals**	1,317	1,097	220
			EOMH	**BOMH**	**CMH**	**PMH**	**INC/DEC**
M1	Boat (new engine)	Patrol	432.26	303.22	129	123	39
165	ATV	Patrol	291.4	272.8	18.6	4	14.6

Key

EOM= End of Month
BOM= Beginning of Month
CMM= Current Month Mileage
PMM= Previous Month Mileage
INC/DEC= Increase/Decrease
EOMH= End of Month Hours
BOMH= Beginning of Month Hours
CMH- Current Month Hours
PMH- Previous Month Hours

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	49.8	50.8	68.4	42.5							296.3
2-O'Neill	Police	0.0	0.0	0.0	15.1	0.0	32.3							47.4
3-Pugliese	Police	63.5	77.4	53.2	15.9	48.3	32.2							290.5
4-Mastandrea	Police	116.9	8.0	52.0	18.0	28.2	0.0							223.1
5-Clark	Police	71.4	88.8	103.8	87.0	112.0	115.8							578.8
6-Gianino	Police	48.8	7.4	17.5	105.0	55.0	75.0							308.7
7-Kirchoff	Police	0.0	69.5	91.2	107.5	113.4	16.1							397.7
8-McGrath	Police	98.5	98.1	89.8	78.5	133.6	95.0							593.5
9-Kelly	Police	0.0	5.9	0.0	29.5	5.4	0.0							40.8
10-Steel	Police	97.2	4.2	5.2	0.0	0.0	13.9							120.5
11-Nolan	Police	25.8	67.8	79.4	99.8	95.4	97.9							466.1
12-Pope	Police	0.0	24.0	10.4	0.0	0.0	2.3							36.7
13-Stengel	Police	0.0	5.3	11.0	7.4	0.0	0.0							23.7
14-Torres	Police	0.0	32.8	29.1	60.6	0.0	53.1							175.6
16-MacLellan	Police	202.7	181.7	146.2	176.1	221.3	250.8							1178.8
18-Beauparlant	Police	124.3	135.5	172.0	154.0	179.2	117.9							882.9
17-Grant	Police	0.0	0.0	0.0	0.0	0.0	33.2							33.2
26-Joseph	Maintenance	0.0	21.8	13.6	20.0	0.0	12.2							67.6
Police Totals	**TOTALS**	899.7	862.4	924.2	1025.2	1060.2	990.2	0.0	0.0	0.0	0.0	0.0	0.0	5761.9

Gas Usage Water Department

19-Garray	Water Dept	0	39	0	16.4	0.0	0							55.4
20-Bullard	Water Dept	28.4	54.9	51.3	135.4	130.5	56							456.5
21-Charles	Water Dept	19	50.9	17.6	14.6	15.9	16.9							134.9
22-Knapstein	Water Dept	0	0	0	0	0.0	0							0
23-Rivera	Water Dept	0	0	0	0	0.0	0							0
Water Totals		47.4	144.8	68.9	166.4	146.4	72.9	0	0	0	0	0	0	261.1

Gas Tank 22 1/2" = 1272

2021 Vehicle Mileage PD

Unit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TM
160	4,572	4,015	3,663	3,912	4,478	2,420							23,060
161	3,508	3,577	3,864	1,918	2,781	3,989							19,637
162	86	18	77	36	64	20							301
2163	1,754	1,459	1,786	2,935	2,772	2,956							13,662
164	668	381	1,484	1,277	1,262	1,257							6,329
166	1,173	1,361	1,197	317	1,134	743							5,925
TOTAL	11,761	10,811	12,071	10,395	12,491	11,385							68,914
GALLONS	900	862	924	1,025	1,060	990							5,762

Specialty Vehicles PD

Marine 1	121.5	92	53	141	123	129							659.5
ATV	15	30.6	28.9	21	4	18.6							118.1

Water Department

170	64	144	149	102	82	177							718
172	341	316	299	376	509	499							2,340
173	113	181	260	297	24	138							1,013
174	483	570	442	630	482	503							3,110
TOTAL	1,001	1,211	1,150	1,405	1,097	1,317							7,181
GALLONS	47.4	144.8	68.9	166	146	73							647

Dear Chief Szesnat

I am not in the habit of sending letters of praise but I feel that this is very necessary. After not being stopped by a police officer for about fifty years I was stopped yesterday May 26th on A1A by officer Vivian Torres for not wearing a seat belt for which I have a letter of exemption for. In many years have I ever seen such a well mannered pleasant police officer. She approached me with a smile and introduced herself I was so impressed There was no intimidation her attitude was perfect. Actually if I had been a rough hot under the collar type of guy she would have put me in a good mood right away. I am totally amazed

at her professionalism . There was another officer that showed up who was also very nice unfortunately I didn't get his name. This is the way the police now a days need to be taught to be. If she had given me six tickets I still would have been happy because of her attitude. Officer Vivian Torres Is a credit to your force and has very much renewed my confidence in the police. I hope she rises in the ranks. Thank you so much for listening.

Sincerely

Michael Chaiken

1050 country club drive #407
Margate F.L 33063
754-246-1666
cozymichaels@yahoo.com

Hillsboro Beach Police Monthly Report

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

Patrol Snapshot:

Activity	Current Month	June 2021	July 2020
Contacts			
Motor Vehicle	62	41	27
Crosswalk	36	45	14
Marine Unit	102	72	67
Beach Unit	62	30	19
Cyclists	96	37	252
Arrests	0	0	1
Service			
Alarms	21	13	19
Dogs on Beach/Animal	4	6	4
Vessel	32	4	43
Noise	1	1	2
Open Doors	0	2	5
Police Assists	40	45	41
Domestic/Disturbances	1	2	3
Sick/Injured	16	14	20
Crash	4	3	2
Trespassing	62	41	138
Security Checks	5274	6454	5418
Total Calls	301	197	322

Investigations Snapshot:

July 2021 (new)	Actively Working	Inactivated/Cleared
	Fraud 200811	Fraud 201791
	Death Investigation 211267	Grand Theft 210186
	Stolen Vehicle 202724	Identity theft 203000

Personnel: News

On July 20th part-time Marine Unit Officer James Fondo successfully completed our Field Training Program. He also completed his Basic Marine Law Enforcement Boat Operators Course with the Florida Wildlife Conservation Training Lieutenant. Officer Fondo is now our third operational part-time Marine Unit Officer.

July Notable Events:

On July 2nd an HBPD Road Patrol Officer on patrol, located a vehicle occupied by a male and female that were involved in a domestic dispute. The officer separated the subjects and determined the female was the victim of a battery in Pompano Beach. We notified the Broward Sheriff's Office who responded to conduct their investigation, the male "suspect" was arrested and transported to jail. HBPD's prompt intervention likely prevented the victim from experiencing further violence.

On July 5th HBPD Road Patrol Officers responded to a single vehicle motor scooter crash in the 1100 block of State Road A1A. The driver sustained a head injury but was conscious and alert on arrival. Broward Sheriff's Office Fire Rescue responded and the injured driver was transported to the hospital. The driver passed away due to his injuries several days later at the hospital. We are now working with the Broward Sheriff's Office Traffic Homicide Investigators to complete this investigation. Both weather (heavy rain) and driver impairment are possible factors in this crash.

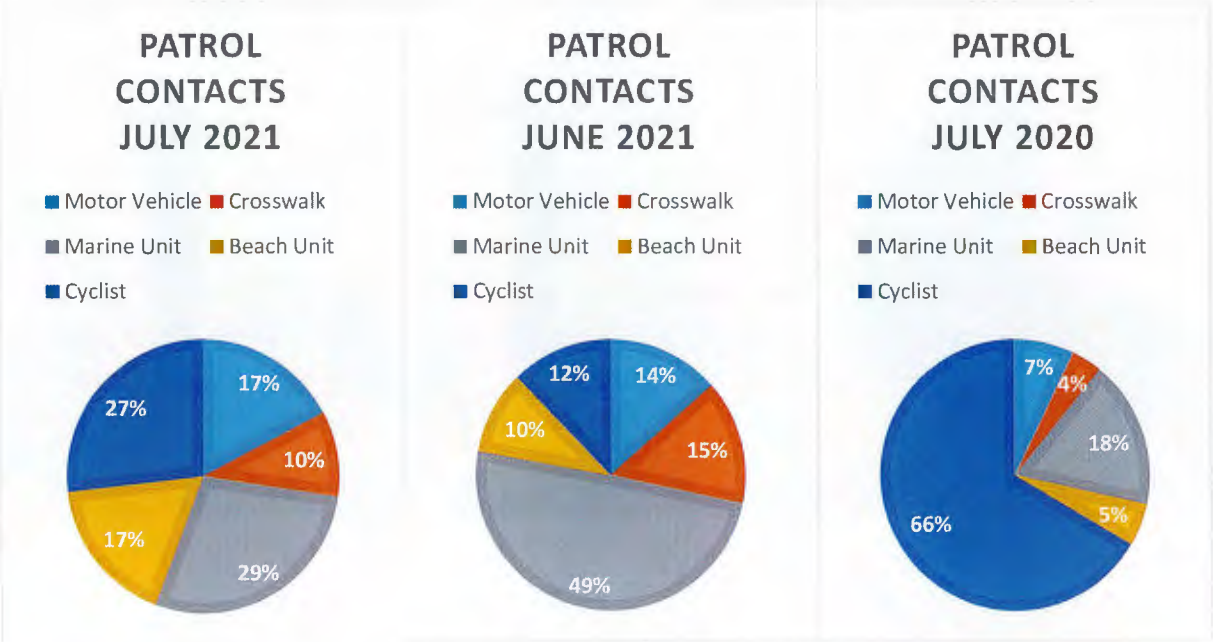
On July 11th HBPD Road Patrol Officers responded to a reported fire alarm at 1150 Hillsboro Mile. On arrival, Officers discovered smoke on the tenth floor and along with BSO Fire Rescue began evacuating residents. A report was received from a resident of Lighthouse Point that smoke and flames could be seen on the roof of the building. The ninth and tenth floors were successfully evacuated and the fire, located in an A/C unit, was extinguished. There were no reported injuries and Fire Rescue conducted smoke mitigation protocols.

On July 18th our Marine Unit assisted the Broward Sheriff's Office Marine Unit just outside the Hillsboro Inlet with an overturned vessel. The occupants were all safety taken ashore, however the vessel sunk.

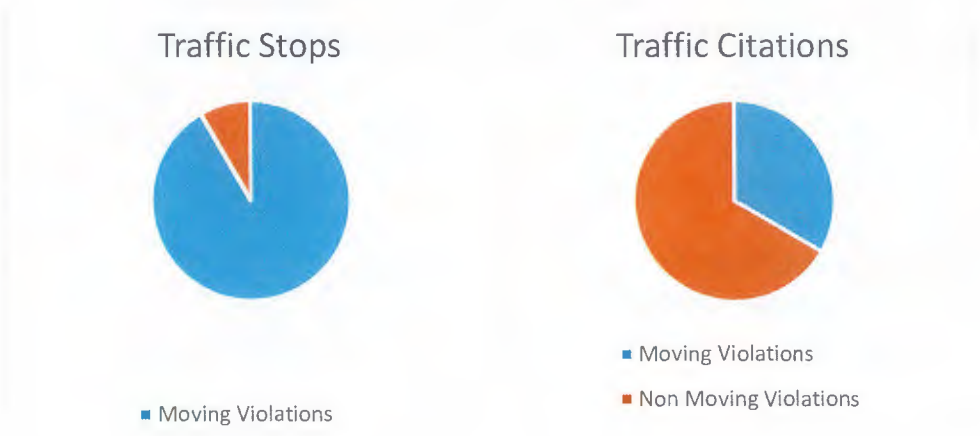
On July 19th HBPD Road Patrol Officers responded to a report of a terminally ill subject that was threatening suicide in the 1100 block of Hillsboro Mile. Units arrived and made contact with the subject who was uninjured. The subject was successfully transported to a mental health facility for evaluation and treatment.

Patrol Services:

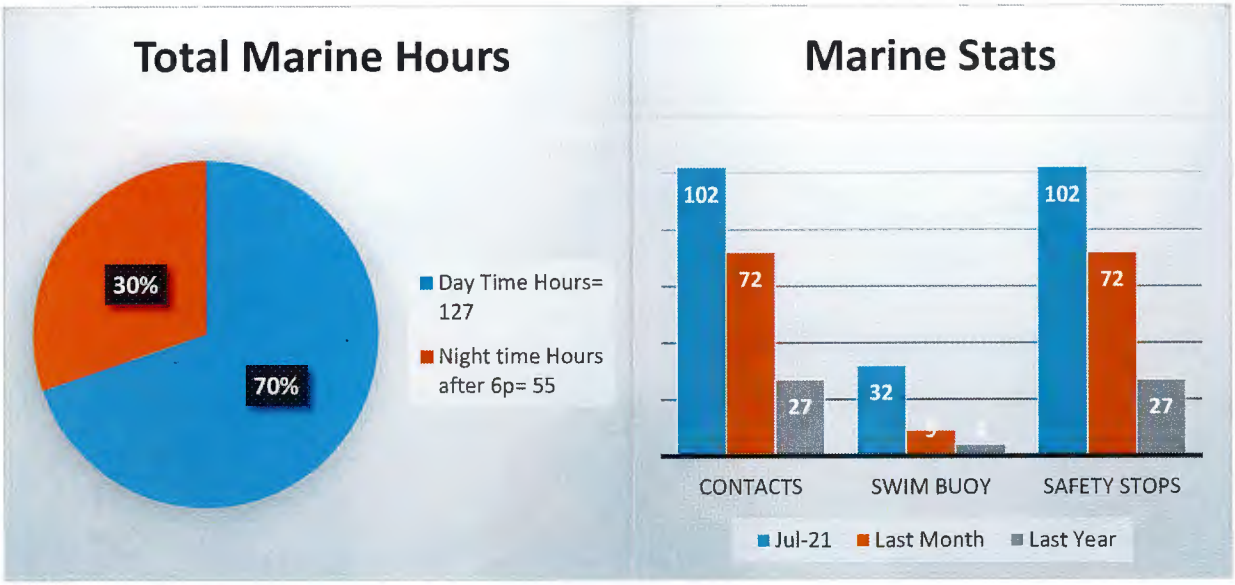
Contacts:



Traffic:



Marine/Beach Patrol:



Training:

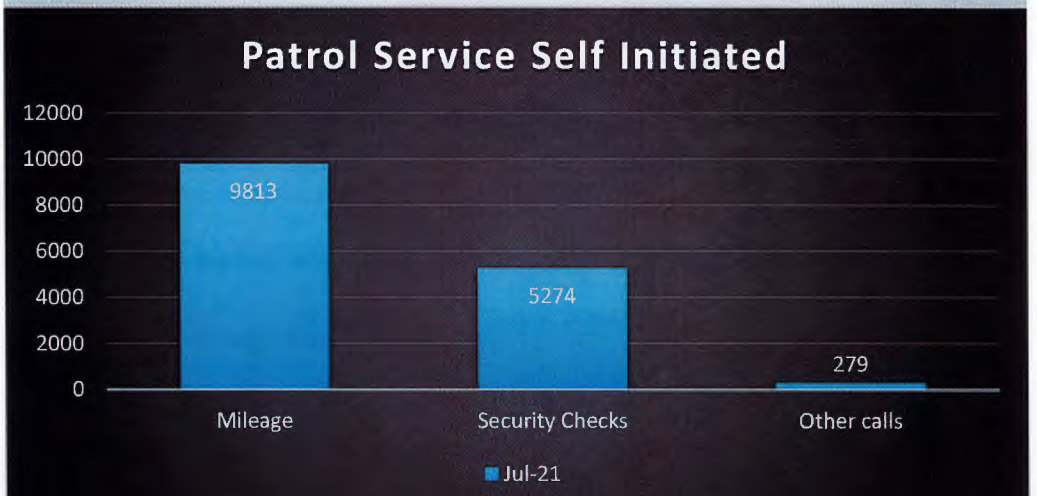
Police Law Institute (Online): Investigating Crime in Hotels and Motels

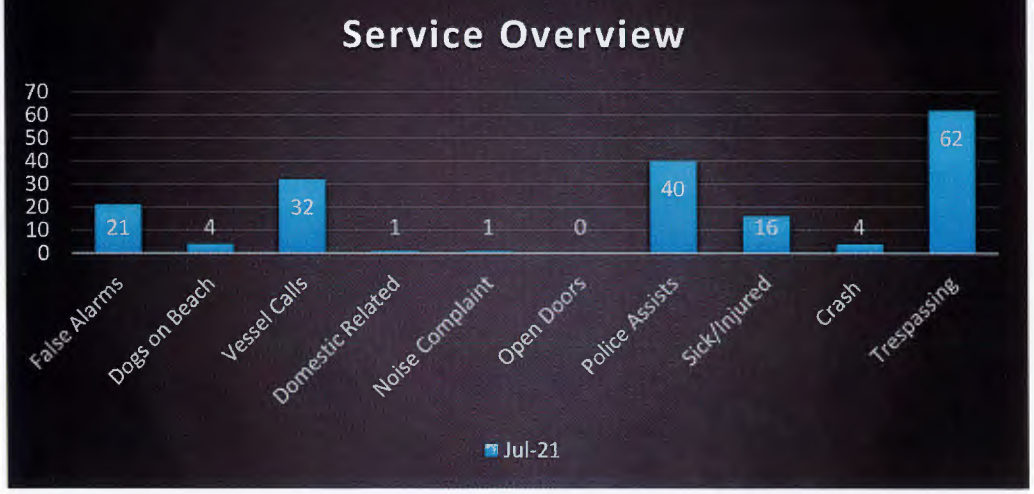
Power DMS Topics: Social Media and Law Enforcement (Friend or Foe)

Letters:

Officer MacLellan and Officer Fondo
Millie Sanchez to Sergeant Clark

Overall Calls for Service:





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	49.8	50.8	68.4	42.5	33.3						329.6
2-O'Neill	Police	0.0	0.0	0.0	15.1	0.0	32.3	0.0						47.4
3-Pugliese	Police	63.5	77.4	53.2	15.9	48.3	32.2	83.5						374.0
4-Mastandrea	Police	116.9	8.0	52.0	18.0	28.2	0.0	50.1						273.2
5-Clark	Police	71.4	88.8	103.8	87.0	112.0	115.8	67.3						646.1
6-Gianino	Police	48.8	7.4	17.5	105.0	55.0	75.0	69.8						378.5
7-Kirchoff	Police	0.0	69.5	91.2	107.5	113.4	16.1	68.9						466.6
8-McGrath	Police	98.5	98.1	89.8	78.5	133.6	95.0	67.9						661.4
9-Kelly	Police	0.0	5.9	0.0	29.5	5.4	0.0	12.9						53.7
10-Steel	Police	97.2	4.2	5.2	0.0	0.0	13.9	18.0						138.5
11-Nolan	Police	25.8	67.8	79.4	99.8	95.4	97.9	104.0						570.1
12-Pope	Police	0.0	24.0	10.4	0.0	0.0	2.3	22.6						59.3
13-Stengel	Police	0.0	5.3	11.0	7.4	0.0	0.0	6.0						29.7
14-Torres	Police	0.0	32.8	29.1	60.6	0.0	53.1	75.4						251.0
16-MacLellan	Police	202.7	181.7	146.2	176.1	221.3	250.8	232.7						1411.5
18-Beauparlant	Police	124.3	135.5	172.0	154.0	179.2	117.9	96.8						979.7
17-Grant	Police	0.0	0.0	0.0	0.0	0.0	33.2	0.0						33.2
26-Joseph	Maintenance	0.0	21.8	13.6	20.0	0.0	12.2	0.0						67.6
Police Totals	**TOTALS**	899.7	862.4	924.2	1025.2	1060.2	990.2	1009.2	0.0	0.0	0.0	0.0	0.0	6771.1

Gas Usage Water Department

19-Garray	Water Dept	0	39	0	16.4	0.0	0	78.5						133.9
20-Bullard	Water Dept	28.4	54.9	51.3	135.4	130.5	56	49.3						505.8
21-Charles	Water Dept	19	50.9	17.6	14.6	15.9	16.9	17.4						152.3
22-Knapstein	Water Dept	0	0	0	0	0.0	0	0						0
23-Rivera	Water Dept	0	0	0	0	0.0	0	0						0
Water Totals		47.4	144.8	68.9	166.4	146.4	72.9	145.2	0	0	0	0	0	261.1

Gas Tank 38" = 2489 GALLONS

2021 Vehicle Mileage PD

Unit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TM
160	4,572	4,015	3,663	3,912	4,478	2,420	3,310						26,370
161	3,508	3,577	3,864	1,918	2,781	3,989	3,598						23,235
162	86	18	77	36	64	20	15						316
2163	1,754	1,459	1,786	2,935	2,772	2,956	2,890						16,552
164	668	381	1,484	1,277	1,262	1,257	1,248						7,577
166	1,173	1,361	1,197	317	1,134	743	1,643						7,568
TOTAL	11,761	10,811	12,071	10,395	12,491	11,385	12,704						81,618
GALLONS	900	862	924	1,025	1,060	990	1,009						6,771

Specialty Vehicles PD

Marine 1	121.5	92	53	141	123	129	161						820.5
ATV	15	30.6	28.9	21	4	18.6	25.4						143.5

Water Department

170	64	144	149	102	82	177	148						866
172	341	316	299	376	509	499	567						2,907
173	113	181	260	297	24	138	93						1,106
174	483	570	442	630	482	503	543						3,653
TOTAL	1,001	1,211	1,150	1,405	1,097	1,317	1,351						8,532
GALLONS	47.4	144.8	68.9	166	146	73	145						792

Vehicle/Mileage Recap JULY 2021

Unit	Type	Primary Use	EOM	BOM	CMM	PMM	INC/DEC
160	SUV	Road Patrol	54,132	50,822	3,310	2,420	890
161	SUV	Road Patrol	49,488	45,890	3,598	3,989	-391
162	Crown Vic.	Training/Decoy	125,104	125,089	15	20	-5
2163	SUV	Road Patrol	16,921	14,031	2,890	2,956	-66
164	Charger	Chief	82,185	80,937	1,248	1,257	-9
166	Charger	Admin	187,246	185,603	1,643	743	900
			Police	**TOTALS**	12,704	11,385	1,319
170	Pickup Truck	Maintenance	95,235	95,087	148	177	-29
172	Pickup Truck	Water Dept	57,787	57,220	567	499	68
173	Pickup Truck	Water Dept	5,607	5,514	93	138	-45
174	Pickup Truck	Water Dept	8,866	8,323	543	503	40
			Water Dept	**Totals**	1,351	1,317	34
			EOMH	**BOMH**	**CMH**	**PMH**	**INC/DEC**
M1	Boat (new engine)	Patrol	593.59	432.26	161	129	39
165	ATV	Patrol	316.8	291.4	25.4	18.6	6.8

Key

EOM= End of Month
BOM= Beginning of Month
CMM= Current Month Mileage
PMM= Previous Month Mileage
INC/DEC= Increase/Decrease
EOMH= End of Month Hours
BOMH= Beginning of Month Hours
CMH- Current Month Hours
PMH- Previous Month Hours

HILLSBORO BEACH POLICE DEPARTMENT

Date: June 2, 2021
To: Chief Szesnat
From: Lt. Pugliese
Subject: Commendation Letter-Officer MacLellan & Officer Fondo

On Monday May 31, 2021, Officer MacLellan & Officer Fondo were assigned to Marine Patrol. At approximately 1045 hours, Officer MacLellan radioed to communications that BSO Marine had requested their assistance in the area of Hillsboro Inlet and the chartered fishing boats. Officer MacLellan requested to the road officers to respond to the area, as they were not quite sure what was happening just yet.

As they arrived shortly behind the BSO Marine Unit (Deputy Dunning) they observed a vessel with approximately 12 people on board, intentionally ram their boat into the side of the BSO Marine vessel. Deputy Dunning was able to get both boats to the dock, however the occupants of the boat began disembarking and running away. Officer MacLellan and Officer Fondo were able to provide back-up protection for Deputy Dunning until BSO road units were able to set up a perimeter.

It was later learned that the occupants of the vessel were migrants being smuggled here. It was also learned that the migrants were able to get into what was described as a white passenger van (Ford Sprinter) which was stopped a short while later in Pompano Beach. It was believed that everyone on the vessel was detained.

I would like to commend both Officer MacLellan and Officer Fondo for the outstanding job they did during this incident.

July 22, 2021

Sargent Clark
Hillsboro Beach Police Department
1210 Hillsboro Mile
Hillsboro Beach, Florida 33062

Dear Sargent Clark,

I would like to express my heartfelt thanks to you, Officer McGrath and the other officers who responded to the emergency call at our condo at 1198 Hillsboro Mile on the morning of April 15, 2021.

My husband had suffered a massive heart attack. You arrived within minutes of my call to "911" and immediately started to try to revive my husband. When the EMTs arrived a short time later you comforted me and got in touch with my neighbors who took me to Broward North Hospital after Tony, my husband, was taken there by ambulance.

Sadly, Tony, did not survive this horrible and unexpected heart attack. It is an indescribable loss for me, my son and our family. We are comforted, however, by the exemplary actions, compassion and concern expressed by the officers of the Hillsboro Police Department. Officer McGrath took the time to visit us the next day to check on my husband.

We can never thank you enough for all you did for us. Please know that we will be forever grateful to all of you. Thank you for your service to Hillsboro and stay safe.

Sincerely yours,

Millie Sanchez and the Family of Tony Sanchez

Cc: Chief Jay Szesnat
Mayor Deb Tarrant

TOWN OF HILLSBORO BEACH

FINANCIAL REPORT
JULY 31, 2021

Meeting Date: September 7, 2021

1

GENERAL FUND

Overview

- Surplus of $1.1 million through July. (Total funding over/under Expenditures)

Revenue / Other Sources

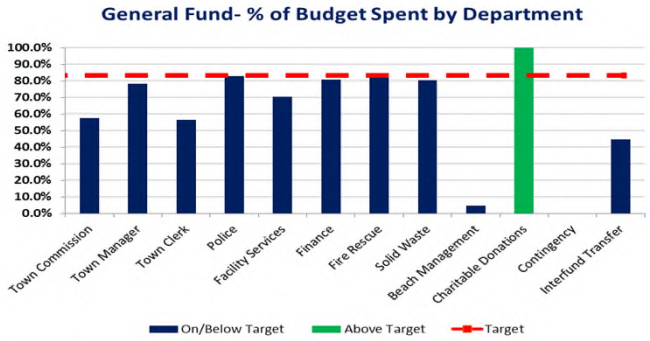
- Total funding for July was at 101% of the annual budget (excluding use of fund balance).
  - Revenue from property tax collections was 99.8% through July.
  - Intergovernmental Revenue includes CARES Act for $72.3 thousand, Covid-19 Emergency Enforcement Orders for $2.1 thousand and CESF Grant for $20.9 thousand.
  - The CARES Act Program has closed. The Town's available funding under the American Rescue Plan is approximately $1 million.

Description	Budget	Actual	% of Budget
Property Taxes	$ 4,884,842	$ 4,874,310	99.8%
Other Local Taxes	260,000	218,568	84.1%
Intergovernmental Revenue:	151,536	250,004	165.0%
Fines & Forfeitures	2,550	2,341	91.8%
Miscellaneous Revenues	53,000	65,861	124.3%
Interest Income	33,000	35,329	107.1%
Transfer In	50,000	41,667	83.3%
Total Funding	**$ 5,434,928**	**$ 5,488,080**	**101.0%**

GENERAL FUND

Expenditures

- Total expenditures for July were 62.8% of the annual budget or $4.38 million.
- Interfund Transfer was reduced due to FEMA Grant funding received.



SPECIAL REVENUE FUNDS

Fund Highlights

- Community Bus Fund – Surplus of $25.6 thousand due to County Transportation Grant.
  - Revenue collected is 72.1% of annual budget or $85 thousand.
  - Expenses are 50.4% of annual budget or $59 thousand.
- Marine Law Enforcement Fund – 97.6% of annual budget or $29.6 thousand.
- Building Permits Fund – Surplus of $44 thousand.
  - Revenue collected is 161.8% of the annual budget or $404.6 thousand.
  - Expenses are 144.3% of annual budget or $360.6 thousand.
- P&Z, Code Compliance Fund – 113.2% of annual budget or $56.6 thousand.
- Federal Forfeitures / Asset Sharing Fund- Balance for July is $111 thousand (includes interest income).
  - Expenses include 2 boat engines, solar powered message sign, and portable radios as part of the WAVES program.

OTHER FUNDS

Debt Service Fund – FEMA Bridge Loan

- FEMA Grant funding through July was $372.5 thousand.
- The FEMA Bridge Loan was paid off on **October 1, 2020**.

Capital Projects Fund – (General Fund Improvements)

- The capital expenditures for July were $217.7 thousand or 99% of the annual budget.
  - Expenses include a police vehicle, laptops and FIBRS software project which is offset by the FIBRS grant funds.

WATER FUND

Overview

- Overall, the Water fund had a surplus of $150.4 thousand.
- Operations had a surplus of $133.5 thousand.
- Debt Service had a surplus of $16.8 thousand.
  - Payments made through July totaled $609.4 thousand.

Revenue/Other Sources

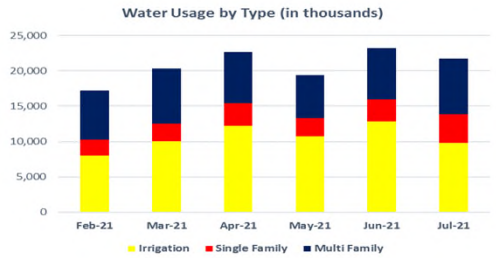
- Total revenue for the water fund is 80.8% of the annual budget.
- Total water service revenue is 83.1% of the annual budget.
- The water usage billings through July were down by 3.5% compared to last year at this time.

WATER FUND

Water Usage Comparison

- The chart below on the left shows the usage for July by service type.
- The total gallons used compared to last month decreased by 1,425 thousand gallons or 6.1%.
- The chart below to the right compares the water usage by service type for the last 6 months.

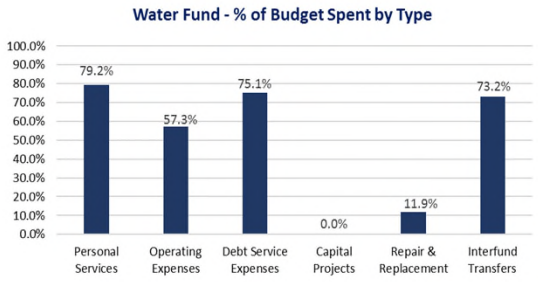
Service Type	(Prior Yr) Jul-'20	Jun-'21	Jul-'21	Month-to-Month Change: Change in Usage	Month-to-Month Change: % Change
Irrigation	12,483	12,863	9,829	-3,034	-23.6%
Single Family	2,428	3,097	4,038	941	30.4%
Multi Family	6,080	7,214	7,883	669	9.3%
Total	**20,991**	**23,174**	**21,749**	**-1,425**	**-6.1%**



WATER FUND

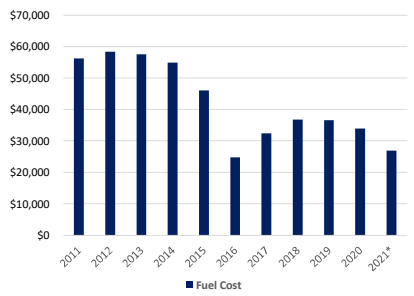
Expenses

- Total expenses through July were at 55.4% of the annual budget or $1.66 million.
  - Debt Service Expenses:
    - Loan payment for Water Main project was paid on May 14, 2021.
    - Loan payment for Water Plant project was paid on March 15, 2021.
  - Capital Purchases:
    - There are no capital purchases through July.

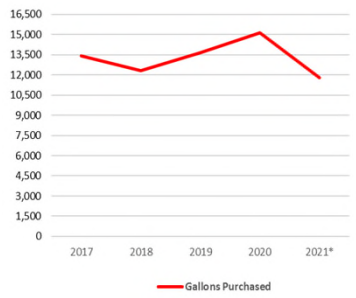


FUEL COSTS ANALYSIS

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*	$26,931	11,775	$2.29

3 Year Comparison thru July	Fuel Cost	Gallons Purchased	Avg Price / Gallon
2019	$28,630	11,114	$2.58
2020	$24,751	12,501	$1.98
2021	$26,932	11,775	$2.29

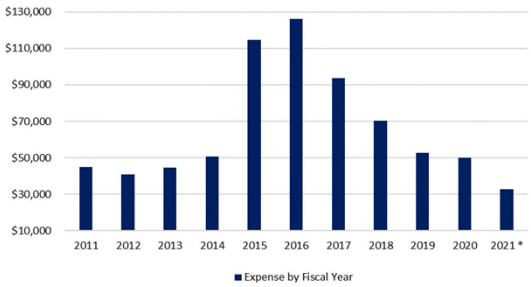
* FY2021 totals thru July 31, 2021

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 *	$ 1,242	$ 24,916	$ 6,570	$ 32,728
TOTAL	**$ 32,004**	**$ 519,583**	**$ 169,852**	**$ 721,439**

Total Expenses by Fiscal Year



*FY2021 Totals thru July 31, 2021

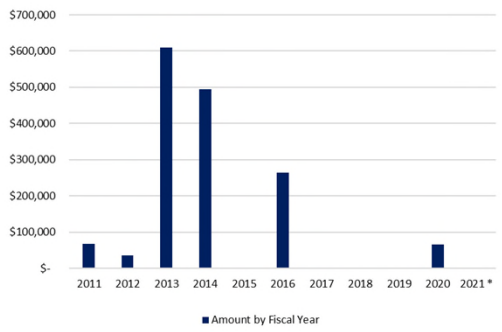
WORKERS' COMPENSATION INSURANCE - ANALYSIS OF CLAIMS

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	$ 65,072	Open Claims
2021 *	$ -	Closed

***FY2021 – One claim was opened & closed with no costs associated**
Claim amounts are as of 6/30/21 – Updated quarterly

Total Claims by Fiscal Year



MEMORANDUM

TO: Mayor Deb Tarrant and Commissioners
FROM: Stephen Bloom, Finance Director
CC: Commissioner Vicky Feaman, Treasurer / Ken Cassel, Project Manager
DATE: August 19, 2021
SUBJECT: July 2021 Financial Report

Please find included in this agenda item the July 2021 financial report. At this point in the fiscal year (through July), the revenues and expenditures should be at approximately 83.3% of the adopted budget. To further assist with your review, an overview of each of the Town's funds is provided below.

General Fund

- Total funding through July was at 85.5% of the annual budget.
  - Ad valorem taxes are 99.6% collected through July.
- Total expenditures through July were at 68.2% of the annual budget.

Special Revenue Funds

Community Bus

- Total funding through July were at 72.1% of the annual budget.
- Total expenditures through July were at 50.4% of the annual budget.

Marine Law Enforcement Grant

- Total funding and expenditures through July were at 97.6% of the annual budget.

Building Permits

- Total funding through July were at 161.8% of the annual budget.
- Total expenditures through July were at 144.3% of the annual budget.

P&Z and Code Compliance

- Total funding and expenditures through July were at 113.2% of the annual budget.

Federal Forfeitures / Asset Sharing

- Total funds available through July - $110,968.

Debt Service Fund – (FEMA Bridge Loan)

- FEMA funds were received in September 2020 and May 2021.- Total received was $3,624,577.
- The Bridge Loan was paid in full October 1, 2020.

Capital Projects Fund – (General Fund Improvements)

- Total funding and expenditures through July were at 99.9% of the annual budget.

MEMORANDUM

Town of Hillsboro Beach
Subject: July Financial Report
Page 2

Water Fund – (Operations)

- Total funding through July was at 80.2% of the annual budget.
- The water usage billings through July (YTD) is down by 3.5% compared to last year at the same time.
- The chart below compares the usage for July by category (Single Family, Multi Family, Irrigation) with last month and with the prior year - July 2020. The "Change in usage" and "% change" compares the current month with the prior month.
  - Total gallons used for the month of July was down -6.1% or -1,425 thousand gallons compared to last month.

Usage Comparison in thousands)

				Month-to-Month Change	
Service Type	**(Prior Yr) July-20**	**June-21**	**July-21**	**Change in Usage**	**% Change**
Irrigation	12,483	12,863	9,829	-3,034	-23.6%
Single Family	2,428	3,097	4,038	941	30.4%
Multi Family	6,080	7,214	7,883	669	9.3%
Total	**20,991**	**23,174**	**21,749**	**-1,425**	**-6.1%**

- Total expenses through July were at 71.1% of the annual budget.

Debt Service – (State Revolving Loans)

- Total funding through July was 77.2% of the annual budget.
- The loan payment for the water plant was made on March 15, 2021.
- The loan payment for the water main project was made on May 14, 2021.

Capital Projects Fund – (Water Fund Improvements)

- Total funding and expenditures through July were 1.1% of the annual budget.

Town of Hillsboro Beach

Financial Report

July 31, 2021

Prepared by

INFRAMARK
INFRASTRUCTURE MANAGEMENT SERVICES

Town of Hillsboro Beach

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Town of Hillsboro Beach

Financial Statements

(Unaudited)

July 31, 2021

Balance Sheet
July 31, 2021

ACCOUNT DESCRIPTION	GENERAL FUNDS	SPECIAL REVENUE FUNDS	CAPITAL PROJECT FUNDS	WATER FUNDS	TOTAL
ASSETS					
Current Assets					
Equity in Pooled Cash	$ 4,294,059	$ 168,556	$ (50,277)	$ 2,767,106	$ 7,179,444
Accounts Receivable	91,689	4,787	-	192,166	288,642
Allow -Doubtful Accounts	(26,072)	-	-	(32,187)	(58,259)
Due From Other Gov'tl Units	33,364	56,702	61,283	-	151,349
Deferred Outflow of Resources	-	-	-	83,810	83,810
Fuel	8,123	-	-	-	8,123
Money Market Account	-	110,968	-	-	110,968
Prepaid Items	37,186	149,472	-	162	186,820
Total Current Assets	4,438,349	490,485	11,006	3,011,057	7,950,897
Noncurrent Assets					
Fixed Assets					
Buildings	-	-	-	2,037,360	2,037,360
Accum Depr - Buildings	-	-	-	(821,498)	(821,498)
Distribution System	-	-	-	11,740,489	11,740,489
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	-	-	-	11,305,977	11,305,977
TOTAL ASSETS	**$ 4,438,349**	**$ 490,485**	**$ 11,006**	**$14,317,034**	**$19,256,874**
LIABILITIES					
Current Liabilities					
Accounts Payable	$ 31,414	$ 19,377	$ 11,006	$ 10,430	$ 72,227
Accrued Expenses	124,678	106,429	-	5,127	236,234
DBPR/DCA/BRA Surcharges	-	1,710	-	-	1,710
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	73,005	-	-	14,470	87,475
Accrued Taxes Payable	5,587	-	-	1,089	6,676
Child Support Deduction	354	-	-	-	354
Payroll Deduction - Misc.	15,188	-	-	5,059	20,247
Deferred Compensation-ICMA 457	3,995	-	-	2,050	6,045

Balance Sheet
July 31, 2021

ACCOUNT DESCRIPTION	GENERAL FUNDS	SPECIAL REVENUE FUNDS	CAPITAL PROJECT FUNDS	WATER FUNDS	TOTAL
AFLAC	355	-	-	272	627
ICMA-Retirement Health Savings	2,619	-	-	-	2,619
Flexible Spending Account	77	-	-	(563)	(486)
Deposits	8,125	14,803	-	-	22,928
Total Current Liabilities	289,322	142,319	11,006	708,052	1,150,699
Long-Term Liabilities					
Note/Loan Payable - LT (Water Plant)	-	-	-	3,062,509	3,062,509
Note/Loan Payable - LT (Water Main)	-	-	-	5,974,246	5,974,246
Compensated Absences-Long-Term	-	-	-	81,592	81,592
OPEB Liability	-	-	-	8,177	8,177
Deferred Inflow of Resources	-	-	-	14,361	14,361
Net Pension Liability	-	-	-	353,731	353,731
Total Long-Term Liabilities	-	-	-	9,494,616	9,494,616
TOTAL LIABILITIES	**289,322**	**142,319**	**11,006**	**10,202,668**	**10,645,315**
FUND BALANCES / NET ASSETS					
Fund Balances					
Nonspendable:					
Prepaid Items	37,186	149,472	-	-	186,658
Restricted for:					
Special Revenue	-	198,694	-	-	198,694
Assigned to:					
Reserves - Beach Assessment	8,207	-	-	-	8,207
Unassigned:	4,103,634	-	-	-	4,103,634
Net Assets					
Invested in capital assets, net of related debt	-	-	-	1,627,845	1,627,845
Unrestricted/Unreserved	-	-	-	2,486,521	2,486,521
TOTAL FUND BALANCES / NET ASSETS	**$ 4,149,027**	**$ 348,166**	**$ -**	**$ 4,114,366**	**$ 8,611,559**
TOTAL LIABILITIES & FUND BALANCES / NET ASSETS	**$ 4,438,349**	**$ 490,485**	**$ 11,006**	**$14,317,034**	**$19,256,874**

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

For the Period Ending July 31, 2021

(83.3% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Jul-20	PRIOR YEAR Variance Fav (unfav)
FUNDING						
Revenues						
Property Taxes	$ 4,884,842	$ 4,874,310	$ 10,532	99.8%	$ 4,689,533	$ 184,777
Other Local Taxes	260,000	218,568	41,432	84.1%	217,466	1,102
Intergovernmental Revenues	151,536	250,004	(98,468)	165.0%	133,600	116,404
Fines & Forfeitures	2,550	2,341	209	91.8%	2,217	123
Miscellaneous Revenues	53,000	65,861	(12,861)	124.3%	46,276	19,585
Interest Income	33,000	35,329	(2,329)	107.1%	93,645	(58,316)
Total Revenues	**5,384,928**	**5,446,412**	**(61,484)**	**101.1%**	**5,182,738**	**263,675**
Other Sources						
Transfer In	50,000	41,667	8,333	83.3%	41,667	-
Use / (Add't) Fund Balance	981,013	-	-	0.0%	-	-
Total Other Sources	**1,031,013**	**41,667**	**8,333**	**4.0%**	**41,667**	**-**
TOTAL FUNDING	**6,415,941**	**5,488,079**	**(53,151)**	**85.5%**	**5,224,404**	**263,675**
EXPENDITURES						
Town Commission	46,603	26,826	19,777	57.6%	27,847	1,021
Town Manager	319,821	250,018	69,803	78.2%	252,715	2,697
Town Clerk	258,583	146,556	112,027	56.7%	148,408	1,851
Police	2,952,458	2,448,073	504,385	82.9%	2,443,340	(4,733)
Facility Services	217,518	152,890	64,628	70.3%	149,144	(3,747)
Finance	117,480	94,972	22,508	80.8%	99,590	4,618
Fire Rescue	833,021	694,184	138,837	83.3%	682,714	(11,470)
Solid Waste	334,682	269,613	65,069	80.6%	223,512	(46,101)
Beaches	587,000	27,444	559,556	4.7%	487,096	459,652
Charitable Donations	6,344	6,344	-	100.0%	4,060	(2,284)
Contingency	157,479	-	157,479	0.0%	-	-
TOTAL EXPENSES	**5,830,989**	**4,116,918**	**$ 1,714,071**	**70.6%**	**4,518,423**	**401,505**
Interfund Transfer - Out	584,952	260,876	324,076	44.6%	402,768	141,892
TOTAL EXPENDITURES	**6,415,941**	**4,377,794**	**$ 2,038,147**	**68.2%**	**4,921,191**	**543,397**
Total Funding over (under) Expenditures	$ -	1,110,285			$ 303,213	$ 807,072
Fund Balance - Beginning		3,038,743				
Fund Balance - Ending		**$ 4,149,028**				

General Fund - Revenue

For the Period Ending July 31, 2021

(83.3% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Jul-20	PRIOR YEAR Variance Fav (unfav)
FUNDING						
Revenues						
Property Tax						
Ad Valorem Taxes	$ 5,066,779	$ 5,047,451	$ 19,328	99.6%	$ 4,850,297	$ 197,154
Ad Valorem Taxes - Prior Years	3,000	(522)	3,522	-17.4%	7,874	(8,395)
Ad Valorem Taxes - Discounts	(184,937)	(172,619)	(12,318)	93.3%	(168,638)	(3,982)
Total - Property Tax	**4,884,842**	**4,874,310**	**10,532**	**99.8%**	**4,689,533**	**184,777**
Other Local Taxes						
FPL Franchise	230,000	189,418	40,582	82.4%	183,640	5,778
Local Communications Tax	30,000	29,150	850	97.2%	33,826	(4,676)
Total - Other Local Taxes	**260,000**	**218,568**	**41,432**	**84.1%**	**217,466**	**1,102**
Intergovernmental Revenues						
Occupational Licenses	1,900	573	1,327	30.2%	493	80
FDLE - JAG grant	-	2,170	(2,170)	n/a	2,613	(443)
State Revenue Sharing	24,000	34,988	(10,988)	145.8%	33,160	1,829
Alcoholic Beverage License	636	636	-	100.0%	636	-
Half-Cent Sales Tax	125,000	113,788	11,212	91.0%	96,698	17,090
Grant Revenue	-	23,442	(23,442)	n/a	-	23,442
Interlocal Agreement	-	74,406	(74,406)	n/a	-	74,406
Total - Intergov. Revenues	**151,536**	**250,004**	**(98,468)**	**165.0%**	**133,600**	**116,404**
Fines & Forfeitures						
Judgments and Fines	2,500	2,291	209	91.6%	2,217	73
Other Fines and/or Forfeits	50	50	-	100.0%	-	50
Total - Fines & Forfeitures	**2,550**	**2,341**	**209**	**91.8%**	**2,217**	**123**
Miscellaneous Revenue						
Miscellaneous	3,000	6,583	(3,583)	219.4%	1,559	5,024
Police Reimbursement	35,000	26,753	8,247	76.4%	32,718	(5,964)
Lien Search Fee	15,000	25,000	(10,000)	166.7%	12,000	13,000
Total - Misc. Revenue	**53,000**	**65,861**	**(12,861)**	**124.3%**	**46,276**	**19,585**
Interest Income						
Interest - Investments	65,000	47,435	17,565	73.0%	66,049	(18,614)
Interest - Tax Collector	3,000	84	2,916	2.8%	2,929	(2,845)
Net Incr (Decr) In FMV-Invest	(35,000)	(12,191)	(22,809)	34.8%	24,667	(36,857)
Total - Interest Income	**33,000**	**35,329**	**(2,329)**	**107.1%**	**93,645**	**(58,316)**
Total Revenue	**5,384,928**	**5,446,412**	**(61,484)**	**101.1%**	**5,182,738**	**263,675**

General Fund - Revenue

For the Period Ending July 31, 2021

(83.3% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Jul-20	PRIOR YEAR Variance Fav (unfav)
Transfer In						
Water Fund	50,000	41,667	8,333	83.3%	41,667	-
Total - Transfer In	**50,000**	**41,667**	**8,333**	**83.3%**	**41,667**	**-**
Use / (Add't) Fund Balance	**981,013**	**-**	**981,013**	**0.0%**	**-**	**-**
TOTAL FUNDING	**6,415,941**	**5,488,079**	**927,862**	**85.5%**	**5,224,404**	**263,675**

General Fund - Town Commission

For the Period Ending July 31, 2021

(83.3% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Jul-20	PRIOR YEAR Variance Fav (unfav)
Personal Services						
Mayor/Commission Stipend	$ 28,800	$ 23,550	$ 5,250	81.8%	$ 24,000	$ 450
FICA	2,203	1,802	401	81.8%	1,836	34
Total Personal Services	**31,003**	**25,352**	**5,651**	**81.8%**	**25,836**	**484**
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	1,068	2,432	30.5%	1,903	835
Total Operating Expenses	**15,600**	**1,474**	**14,126**	**9.4%**	**2,011**	**537**
TOTAL COMMISSION	**$ 46,603**	**$ 26,826**	**$ 19,777**	**57.6%**	**$ 27,847**	**$ 1,021**

General Fund - Town Manager

For the Period Ending July 31, 2021

(83.3% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Jul-20	PRIOR YEAR Variance Fav (unfav)
Personal Services						
Salaries	$ 139,514	$ 116,510	$ 23,004	83.5%	$ 112,418	$ (4,092)
Payroll - Vacation	11,856	2,683	9,173	22.6%	-	(2,683)
Car Allowance	6,500	4,500	2,000	69.2%	5,000	500
FICA	12,077	9,200	2,877	76.2%	8,719	(482)
Florida Retirement System	41,309	31,666	9,643	76.7%	28,976	(2,690)
Health and Life Insurance	18,252	19,631	(1,379)	107.6%	14,484	(5,148)
Workers' Comp Insurance	213	126	87	59.1%	164	38
Unemployment Compensation	500	-	500	0.0%	-	-
Total Personal Services	**230,221**	**184,317**	**45,904**	**80.1%**	**169,760**	**(14,556)**
Operating Expenses						
Town Attorney	75,000	58,825	16,175	78.4%	74,246	15,421
Prof. Services - IT Services	9,100	3,957	5,144	43.5%	5,458	1,501
Miscellaneous	1,000	1,062	(62)	106.2%	-	(1,062)
Computer Expense / Supplies	1,000	-	1,000	0.0%	120	120
Training Expenses	3,500	1,858	1,642	53.1%	56	(1,802)
Total Operating Expenses	**89,600**	**65,701**	**23,899**	**73.3%**	**82,954**	**17,253**
TOTAL TOWN MANAGER	**$ 319,821**	**$ 250,018**	**$ 69,803**	**78.2%**	**$ 252,715**	**$ 2,697**

General Fund - Town Clerk

For the Period Ending July 31, 2021

(83.3% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Jul-20	PRIOR YEAR Variance Fav (unfav)
Personal Services						
Salaries	$ 117,426	$ 64,731	$ 52,695	55.1%	$ 61,477	$ (3,254)
Payroll - Vacation	2,301	-	2,301	0.0%	920	920
Employee Award	-	200	(200)	n/a	-	(200)
FICA	9,159	4,940	4,219	53.9%	4,746	(194)
Florida Retirement System	11,973	6,314	5,659	52.7%	5,279	(1,035)
Health and Life Insurance	31,562	15,765	15,797	49.9%	15,211	(553)
Workers' Comp Insurance	180	106	74	59.1%	142	35
Unemployment Compensation	250	-	250	0.0%	-	-
Total Personal Services	**172,851**	**92,057**	**80,794**	**53.3%**	**87,776**	**(4,281)**
Operating Services						
Coding Ordinance	3,000	2,080	921	69.3%	3,205	1,125
Prof. Services- Digitize records	10,000	1,216	8,784	12.2%	-	(1,216)
Contracts - Minutes Preparation	3,000	3,077	(77)	102.6%	-	(3,077)
Temporary Labor	-	16,291	(16,291)	n/a	12,635	(3,656)
Contracts - Other Services	4,000	2,549	1,451	63.7%	5,860	3,311
Software Maintenance/Support	16,065	5,284	10,781	32.9%	5,955	671
Postage and Freight	2,500	1,437	1,063	57.5%	1,690	253
Copier	6,100	3,494	2,606	57.3%	5,098	1,605
Advertising	10,000	5,473	4,527	54.7%	5,537	64
Office Supplies	5,900	1,326	4,574	22.5%	2,799	1,474
Website Support	4,967	3,553	1,414	71.5%	4,139	586
Subscriptions and Memberships	5,700	3,017	2,683	52.9%	4,387	1,370
Office Equipment	1,000	225	775	22.5%	-	(225)
Training Expenses	3,500	279	3,221	8.0%	672	394
Resident Mailings	10,000	5,200	4,800	52.0%	8,654	3,454
Total Operating Services	**85,732**	**54,499**	**31,233**	**63.6%**	**60,631**	**6,132**
TOTAL TOWN CLERK	**$ 258,583**	**$ 146,556**	**$ 112,027**	**56.7%**	**$ 148,408**	**$ 1,851**

General Fund - Police

For the Period Ending July 31, 2021

(83.3% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Jul-20	PRIOR YEAR Variance Fav (unfav)
Personal Services						
Salaries	$ 1,551,140	$ 1,325,783	$ 225,357	85.5%	$ 1,306,177	$ (19,607)
Paid Holidays	50,201	43,269	6,932	86.2%	46,540	3,271
Overtime	20,000	21,455	(1,455)	107.3%	29,652	8,198
Overtime - Task Force	26,000	26,962	(962)	103.7%	17,899	(9,062)
Sick Leave Cash Out	31,000	26,714	4,286	86.2%	81,734	55,020
Incentive	17,270	13,043	4,227	75.5%	11,906	(1,136)
Employee Award	-	4,200	(4,200)	n/a	-	(4,200)
FICA	129,715	113,858	15,857	87.8%	115,482	1,624
Florida Retirement System	370,871	306,092	64,779	82.5%	314,584	8,493
Health and Life Insurance	460,326	342,543	117,783	74.4%	334,476	(8,067)
Workers' Comp Insurance	42,153	24,916	17,237	59.1%	27,322	2,407
Tuition Reimbursement	2,250	-	2,250	0.0%	-	-
AD&D Insurance	739	558	181	75.5%	560	2
Unemployment Compensation	1,000	113	887	11.3%	-	(113)
Total Personal Services	**2,702,665**	**2,249,505**	**453,160**	**83.2%**	**2,286,334**	**36,829**
Operating Expenses						
Contracts - Other Services	22,856	21,099	1,757	92.3%	10,665	(10,434)
Town Attorney	5,000	-	5,000	0.0%	-	-
Prof. Services - IT Services	5,000	3,056	1,944	61.1%	3,758	702
Telephone Services	4,100	5,458	(1,358)	133.1%	3,523	(1,935)
Mobile Phones	4,140	2,812	1,328	67.9%	3,850	1,039
Postage	500	105	395	21.1%	65	(40)
Electricity	8,500	6,575	1,925	77.4%	7,128	552
Liability and Property Insurance	23,188	19,532	3,656	84.2%	16,802	(2,729)
Building Repairs & Maintenance	5,000	2,300	2,700	46.0%	285	(2,015)
Radio Maintenance	2,100	-	2,100	0.0%	-	-
Auto Repairs and Maintenance	25,000	10,246	14,754	41.0%	18,124	7,879
Boat Repairs and Maintenance	30,000	35,001	(5,001)	116.7%	15,254	(19,747)
ATV Repairs and Maintenance	1,500	181	1,319	12.1%	146	(35)
Rental - Vehicles	9,500	8,335	1,165	87.7%	7,452	(883)
Vehicles - GPS	1,364	648	716	47.5%	-	(648)
Copier	3,000	2,093	907	69.8%	2,567	475
Miscellaneous Services	1,500	195	1,305	13.0%	1,173	978
Internet Service	6,550	5,006	1,544	76.4%	5,494	488
Physical Examinations	2,500	1,865	635	74.6%	2,465	600
Office Supplies	3,000	1,449	1,551	48.3%	1,435	(14)
Operating Supplies	10,000	5,623	4,377	56.2%	9,706	4,082
Fuel & Oil	32,000	23,555	8,445	73.6%	21,682	(1,874)

General Fund - Police

For the Period Ending July 31, 2021

(83.3% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Jul-20	PRIOR YEAR Variance Fav (unfav)
Uniforms Supplies	15,000	8,223	6,777	54.8%	8,156	(67)
Investigation Division	1,500	439	1,061	29.3%	491	52
Subscriptions and Memberships	1,995	1,386	609	69.5%	1,945	559
Protective PPE	2,500	6,117	(3,617)	244.7%	-	(6,117)
Protective PPE (Facilities)	2,500	19,315	(16,815)	772.6%	-	(19,315)
Education / Training	20,000	7,637	12,363	38.2%	13,782	6,145
Total Operating Expenses	**249,793**	**198,251**	**51,542**	**79.4%**	**157,006**	**(41,245)**
TOTAL POLICE	**$ 2,952,458**	**$ 2,447,757**	**$ 504,701**	**82.9%**	**$ 2,443,340**	**$ (4,417)**

General Fund - Facility Services

For the Period Ending July 31, 2021

(83.3% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Jul-20	PRIOR YEAR Variance Fav (unfav)
Personal Services						
Salaries	$ 48,818	$ 41,026	$ 7,792	84.0%	$ 41,796	$ 770
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	3,281	884	78.8%	3,470	189
Florida Retirement System	5,445	4,526	919	83.1%	3,594	(932)
Health and Life Insurance	33,969	19,168	14,801	56.4%	24,533	5,365
Workers' Comp Insurance	1,709	1,010	699	59.1%	1,843	833
Total Personal Services	**99,737**	**71,089**	**28,648**	**71.3%**	**78,804**	**7,716**
Operating Expenses						
Telephone Service	8,400	3,207	5,193	38.2%	6,908	3,700
Utility - Water	7,050	5,652	1,398	80.2%	5,443	(209)
Electricity	4,000	3,360	640	84.0%	3,204	(156)
Utility - Sewer	900	556	344	61.8%	647	91
Internet Service	5,500	4,425	1,075	80.5%	4,266	(159)
Liability and Property Insurance	19,531	17,570	1,961	90.0%	14,163	(3,406)
Pest Control - Building/Grounds	1,200	972	228	81.0%	961	(12)
R&M - Equipment	10,000	826	9,174	8.3%	861	35
R&M - Grounds	2,000	2,040	(40)	102.0%	569	(1,471)
Landscape Maintenance	10,000	1,160	8,840	11.6%	2,550	1,390
Town Hall Maint. / Repairs	8,000	7,355	646	91.9%	3,052	(4,302)
Generator Maint. Contract	5,200	4,820	380	92.7%	2,202	(2,618)
R&M - Bocce Court	5,000	5,149	(149)	103.0%	2,488	(2,661)
Operating Supplies - General	4,000	2,897	1,103	72.4%	4,067	1,170
Town Events	25,000	14,181	10,819	56.7%	18,576	4,395
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%	381	381
Total Operating Expenses	**117,781**	**81,802**	**35,979**	**69.5%**	**70,339**	**(11,462)**

General Fund - Other Departments

For the Period Ending July 31, 2021

(83.3% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Jul-20	PRIOR YEAR Variance Fav (unfav)
Finance						
Auditing Services	$ 19,500	$ 14,186	$ 5,314	72.8%	$ 19,125	$ 4,939
Accounting/Financial Services	87,640	73,076	14,564	83.4%	71,860	(1,216)
Investment Services	10,340	7,710	2,630	74.6%	8,469	759
Bank Fees	-	-	-	n/a	135	135
Total Finance Expense	**117,480**	**94,972**	**22,508**	**80.8%**	**99,590**	**4,618**
Fire Rescue						
Fire Service Agreement	833,021	694,184	138,837	83.3%	682,714	(11,470)
Total Fire Rescue Expense	**833,021**	**694,184**	**138,837**	**83.3%**	**682,714**	**(11,470)**
Solid Waste						
Contracts Services	334,682	269,613	65,069	80.6%	223,512	(46,101)
Total Solid Waste Expense	**334,682**	**269,613**	**65,069**	**80.6%**	**223,512**	**(46,101)**
Beach Management						
Engineering – FIND Sand Project	-	-	-	n/a	115	115
Engineering – Legal Matters	50,000	-	50,000	0.0%	16,173	16,173
Engineering – Other	15,000	750	14,250	5.0%	-	(750)
Beach Attorney	500,000	24,270	475,730	4.9%	466,868	442,598
Beach Salvage (Boat removal)	2,000	-	2,000	0.0%	250	250
Buoys	20,000	2,424	17,576	12.1%	3,690	1,266
Total Beach Management Expense	**587,000**	**27,444**	**559,556**	**4.7%**	**487,096**	**459,652**
Charitable Donations						
Lighthouse Preservation Contrib.	2,500	2,500	-	100.0%	-	(2,500)
Area Council on Aging Contrib.	3,844	3,844	-	100.0%	4,060	216
Total Charitable Donations	**6,344**	**6,344**	**-**	**100.0%**	**4,060**	**(2,284)**
Contingency	**157,479**	**-**	**157,479**	**0.0%**	**-**	**-**
Total Expense before Transfer Out	**2,036,006**	**1,092,556**	**943,450**		**1,496,971**	**404,415**

General Fund - Other Departments

For the Period Ending July 31, 2021

(83.3% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Jul-20	PRIOR YEAR Variance Fav (unfav)
Transfer Out						
To P&Z and Code Enf. Fund	38,500	30,470	8,030	79.1%	13,671	(16,799)
To Debt Service Fund	387,952	96,383	291,569	24.8%	-	(96,383)
To General Fund CIP	158,500	134,023	24,477	84.6%	389,097	255,074
Total Transfer Out	**584,952**	**260,876**	**324,076**	**44.6%**	**$ 402,768**	**$ 141,892**
TOTAL OTHER DEPARTMENTS	**$ 2,620,958**	**$ 1,353,432**	**$ 1,267,526**	**51.6%**	**$ 1,899,739**	**$ 546,307**
TOTAL GENERAL FUND EXPENDITURES	**$ 6,415,941**	**$ 4,377,794**	**$ 2,038,147**	**68.2%**	**$ 4,921,191**	**$ 543,397**

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

The notes below are intended to provide additional information helpful when reviewing the financial statements. Per the Adopted Budget, the revenues and expenditures should be at 83.3% through July. Below is an analysis of revenues and expenditures that have significant variances compared to the budget.

Variance Analysis

Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
Revenues				
FDLE - JAG grant	-	2,170	N/A	JAG Grant for bulletproof vests.
State Revenue Sharing Proceeds	24,000	34,988	145.8%	Revenue from the State.
Local Govt .05c Sales Tax	125,000	113,788	91.0%	Revenue from the State.
Grant Revenue	-	23,442	N/A	FY 2020 CESF (Coronavirus Emergency Supplemental Funding),
Interlocal Agreement	-	74,406	N/A	Broward County Cares Act & Alert Emergency Order Enforcement.
Expenditures				
Town Manager				
Life and Health Insurance	18,252	19,631	107.6%	Monthly health insurance increased, additional life insurance annual payment.
Miscellaneous Services	1,000	1,062	106.2%	Creation of time off policies, professional picture, polo shirts with logo, Sherrie's Berries, Note Cards.
Town Clerk				
Contracts - Minutes Preparation	3,000	3,077	102.6%	Summary regular and special meeting minutes.
Temporary Labor	-	16,291	N/A	Temporary Administrative Assistant.
Police				
Payroll-Salaries	1,551,140	1,325,783	85.5%	Police officer's salaries includes hours for COVID. COVID hours reimbursed by CESF Grant and CARES Act.
Paid Holidays	50,201	43,269	86.2%	Paid for holidays.
Overtime	20,000	21,455	107.3%	Staffing during vacations, sick time and COVID. COVID hours reimbursed by CESF Grant and CARES Act.
Overtime - Task Force	26,000	26,962	103.7%	DEA overtime.
Contracts - Other Services	22,856	21,099	92.3%	Annual recorder service, Voice logging recording agreement, USA software, Dataworks, Adobe, Nixle Engage, NDI annual support, FL MLUR, gas hose repair, fuel tank inspection, fire alarm inspection.
Telephone Services	4,100	5,458	133.1%	Monthly phone service from Granite and AT&T, Callyo Task Force phone software.
Liability and Property Insurance	23,188	19,532	84.2%	General Liability/Auto/Property insurance.
Boat Repairs and Maintenance	30,000	35,001	116.7%	Boat and engine repairs, oil, GPS, rewire dash panel, engine capacitor, thermostat switch, fuel hose, boat lift, noise signs on ICW.
Rental - Vehicle	9,500	8,335	87.7%	Rental of vehicles for special duty.
Protective PPE	2,500	6,117	244.7%	Black masks, blue masks with logo, hand sanitizer stand, gloves. Expenditures were reimbursed by CESF Grant and CARES Act.
Protective PPE (Facilities)	2,500	19,315	772.6%	Fogging and sanitizing services, hand sanitizer, soap dispenser, HEPA Rx UV Filter machine, cleaning supplies. Expenditures were reimbursed by CESF Grant and CARES Act.

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

Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
Expenditures (continued)				
Facility Services				
Sick Leave Cash Out	1,876	1,878	100.1%	Paid out annually in December.
Liability and Property Insurance	19,531	17,570	90.0%	General Liability/Auto/Property insurance.
R&M - Grounds	2,000	2,040	102.0%	Flush cut, grind & remove tree, repair equipment, trash bags, light bulbs, outdoor lights.
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	4,820	92.7%	Remove/replace transfer switch controller, quarterly generator maintenance.
R&M - Bocce Court	5,000	5,149	103.0%	Remove/replace concrete slab at bocce court, trash bin, paint courts, pads & deck, repair bathroom.
Protective PPE	-	4,030	N/A	Hand sanitizer stand, gloves, blue masks with logo. Expenditures were reimbursed by CARES Act.
Protective PPE (Facilities)	-	3,602	N/A	Accrylic shields in Commission Chambers, COVID cleaning suppiles. Expenditures were reimbursed by CARES Act.

Statement of Revenues, Expenditures and Changes in Fund Balances
Special Revenue Fund - Transportation (Community Bus)

For the Period Ending July 31, 2021

(83.3% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Jul-20	PRIOR YEAR Variance Fav (unfav)
FUNDING						
Revenues						
Local Option Gas Tax	35,971	25,584	10,387	71.1%	25,317	266
County Transportation Grant	81,900	59,435	22,465	72.6%	60,706	(1,272)
Total Revenues	**117,871**	**85,018**	**32,853**	**72.1%**	**86,024**	**(1,005)**
TOTAL FUNDING	**117,871**	**85,018**	**32,853**	**72.1%**	**86,024**	**(1,005)**
EXPENDITURES						
Contractual Services	81,900	59,435	22,465	72.6%	60,839	1,404
Reserves - Future Use	35,971	-	35,971	0.0%	-	-
TOTAL EXPENDITURES	**117,871**	**59,435**	**$ 58,436**	**50.4%**	**60,839**	**1,404**
Total Funding over (under) Expenditures	$ -	25,584			$ 25,185	$ 399
Fund Balance - Beginning		30,696				
Fund Balance - Ending		**$ 56,280**				

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

For the Period Ending July 31, 2021

(83.3% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Jul-20	PRIOR YEAR Variance Fav (unfav)
FUNDING						
Revenues						
Marine Law Enforcement Grant	30,336	29,623	713	97.6%	18,638	10,985
Total Revenues	**30,336**	**29,623**	**713**	**97.6%**	**18,638**	**10,985**
TOTAL FUNDING	**30,336**	**29,623**	**713**	**97.6%**	**18,638**	**10,985**
EXPENDITURES						
Police Wages	30,336	29,623	713	97.6%	18,638	(10,985)
TOTAL EXPENDITURES	**30,336**	**29,623**	**$ 713**	**97.6%**	**18,638**	**(10,985)**
Total Funding over (under) Expenditures	$ -	-			$ -	$ -
Fund Balance - Beginning		-				
Fund Balance - Ending		**$ -**				

Statement of Revenues, Expenditures and Changes in Fund Balances
Special Revenue Fund - Building Permits

For the Period Ending July 31, 2021

(83.3% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Jul-20	PRIOR YEAR Variance Fav (unfav)
FUNDING						
Revenues						
Building Permit Fees	250,000	400,467	(150,467)	160.2%	278,460	122,007
Building Admin Fees	-	4,150	(4,150)	n/a	825	3,325
Total Revenues	**250,000**	**404,617**	**(154,617)**	**161.8%**	**279,285**	**125,332**
TOTAL FUNDING	**250,000**	**404,617**	**(154,617)**	**161.8%**	**279,285**	**125,332**
EXPENDITURES						
ProfServ-Building Permits - RMA	30,000	18,375	11,625	61.3%	25,275	6,900
ProfServ-Building Permits - CGA	212,500	330,381	(117,881)	155.5%	239,169	(91,212)
Credit Card Processing Fees	7,500	11,871	(4,371)	158.3%	5,535	(6,336)
Total Building Permits	**250,000**	**360,627**	**(110,627)**	**144.3%**	**269,979**	**(90,648)**
TOTAL EXPENDITURES	**250,000**	**360,627**	**$ (110,627)**	**144.3%**	**269,979**	**(90,648)**
Total Funding over (under) Expenditures	$ -	43,990			$ 9,305	$ 34,685
Fund Balance - Beginning		-				
Fund Balance - Ending		**$ 43,990**				

Statement of Revenues, Expenditures and Changes in Fund Balances
Special Revenue Fund - P&Z and Code Compliance

For the Period Ending July 31, 2021

(83.3% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Jul-20	PRIOR YEAR Variance Fav (unfav)
FUNDING						
Revenues						
Planning & Zoning Fees	10,000	12,713	(2,713)	127.1%	10,700	2,013
Fire Fees	1,500	13,400	(11,900)	893.3%	1,600	11,800
Total Revenues	**11,500**	**26,113**	**(14,613)**	**227.1%**	**12,300**	**13,813**
Other Sources						
Transfer In	38,500	30,470	8,030	79.1%	13,671	16,799
Total Other Sources	**38,500**	**30,470**	**8,030**	**79.1%**	**13,671**	**16,799**
TOTAL FUNDING	**50,000**	**56,583**	**(6,583)**	**113.2%**	**25,971**	**30,612**
EXPENDITURES						
P&Z and Code Compliance						
ProfServ-General Admin - RMA	15,000	7,900	7,100	52.7%	9,875	1,975
ProfServ-Site Planning - RMA	10,000	12,725	(2,725)	127.3%	12,200	(525)
ProfServ-Engineering - Other	10,000	24,273	(14,273)	242.7%	4,775	(19,498)
Code Compliance	15,000	11,685	3,315	77.9%	8,427	(3,258)
Total P&Z, and Code Compliance	**50,000**	**56,583**	**(6,583)**	**113.2%**	**35,277**	**(21,306)**
TOTAL EXPENDITURES	**50,000**	**56,583**	**$ (6,583)**	**113.2%**	**35,277**	**(21,306)**
Total Funding over (under) Expenditures	$ -	-			$ (9,306)	$ 9,306
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 July 31, 2021

(83.3% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Jul-20	PRIOR YEAR Variance Fav (unfav)
FUNDING						
Revenues						
Federal Forfeitures	-	77,517	(77,517)	n/a	117,170	(39,653)
Interest Income	-	257	(257)	n/a	2,168	(1,911)
Total Revenues	**-**	**77,774**	**(77,774)**	**n/a**	**119,338**	**(41,564)**
TOTAL FUNDING	**-**	**77,774**	**(77,774)**	**n/a**	**119,338**	**(41,564)**
EXPENDITURES						
Personal Services						
Overtime - WAVES Program	-	2,411	(2,411)	n/a	-	(2,411)
Education / Training	-	3,595	(3,595)	n/a	-	(3,595)
Total Personal Services	**-**	**6,006**	**(6,006)**	**n/a**	**-**	**(6,006)**
Capital Outlay						
Boat Motor	-	50,802	(50,802)	n/a	-	(50,802)
Police Equipment	-	87,491	(87,491)	n/a	2,782	(84,709)
Total Capital Outlay	**-**	**138,293**	**(138,293)**	**n/a**	**18,392**	**(119,901)**
TOTAL EXPENDITURES	**-**	**144,299**	**$ (144,299)**	**n/a**	**18,392**	**(125,907)**
Total Funding over (under) Expenditures	$ -	(66,524)			$ 100,946	$ (167,471)
Fund Balance - Beginning		314,421				
Fund Balance - Ending		**$ 247,897**				

Statement of Revenues, Expenditures and Changes in Fund Balances
Debt Service Fund - (FEMA Bridge Loan)
For the Period Ending July 31, 2021

(83.3% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Jul-20	PRIOR YEAR Variance Fav (unfav)
FUNDING						
Revenues						
FEMA Grant	$ -	$ 372,471	$ (372,471)	n/a	$ -	$ 372,471
Total Revenues	**-**	**372,471**	**(372,471)**	**n/a**	**-**	**372,471**
Other Sources						
Transfer In	387,952	96,383	291,569	24.8%	-	96,383
Total Other Sources	**387,952**	**96,383**	**291,569**	**24.8%**	**-**	**96,383**
TOTAL FUNDING	**387,952**	**468,854**	**(80,902)**	**120.9%**	**-**	**468,854**
EXPENDITURES						
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	$ -	(3,204,106)			$ -	$ (3,204,106)
Fund Balance - Beginning		3,204,106				
Fund Balance - Ending		**$ -**				

Statement of Revenues, Expenditures and Changes in Fund Balances
Capital Projects Fund - (General Fund Improvements)
For the Period Ending July 31, 2021

(83.3% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Jul-20	PRIOR YEAR Variance Fav (unfav)
FUNDING						
Revenues						
FEMA reimbursement	$ 59,500	$ -	$ 59,500	0.0%	$ 525	$ (525)
Other Grant Revenue	-	61,283	(61,283)	n/a	-	61,283
Insurance Reimbursements	-	22,401	(22,401)	n/a	-	22,401
Total Revenues	**59,500**	**83,684**	**(24,184)**	**140.6%**	**525**	**83,159**
Other Sources						
Transfer From General Fund	158,500	134,023	24,477	84.6%	389,097	(255,074)
Loan Proceeds	-	-	-	n/a	3,573,979	(3,573,979)
Total Other Sources	**158,500**	**134,023**	**24,477**	**84.6%**	**3,963,076**	**(3,829,053)**
TOTAL FUNDING	**218,000**	**217,707**	**293**	**99.9%**	**3,963,601**	**(3,745,894)**
EXPENDITURES						
Land Purchase						
Town Attorney	-	1,085	(1,085)	n/a	67,660	66,575
Miscellaneous Services	-	28,632	(28,632)	n/a	4,639	(23,993)
Contracts - Other Services	-	-	-	n/a	13,675	13,675
Total Land Purchase Expense	**-**	**29,717**	**(29,717)**	**n/a**	**85,974**	**56,257**
Beach Projects						
Engineering – FY20 Project	54,500	51,214	3,286	94.0%	170,370	119,155
Engineering – Qtrly Monitoring	5,000	-	5,000	0.0%	-	-
Beach Salvage (Boat removal)	-	5,470	(5,470)	n/a	-	(5,470)
Construction – FY20 Project	-	-	-	n/a	3,652,569	3,652,569
Total Beach Project Expense	**59,500**	**56,684**	**2,816**	**95.3%**	**3,822,939**	**3,766,254**
Miscellaneous						
Buoy Relocation	-	-	-	n/a	20,124	20,124
Underground Utility Project	35,000	7,813	27,188	22.3%	995	(6,818)
Police Cars	66,000	48,414	17,586	73.4%	-	(48,414)
Police Equipment	-	68,821	(68,821)	n/a	33,569	(35,252)
Comm. Chambers Upgrade	50,000	-	50,000	0.0%	-	-
Comm. Chambers Modifications	7,500	6,257	1,243	83.4%	-	(6,257)
Total Misc. Expense	**158,500**	**131,305**	**27,195**	**82.8%**	**54,688**	**(76,618)**
TOTAL EXPENDITURES	**218,000**	**217,707**	**293**	**99.9%**	**3,963,600**	**3,745,894**
Total Funding over (under) Expenditures	$ -	-			$ -	$ (7,491,788)
Fund Balance - Beginning		-				
Fund Balance - Ending		**$ -**				

Statement of Revenues, Expenditures and Changes in Fund Balances
Water Fund (Summary)
For the Period Ending July 31, 2021

(83.3% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Jul-20	PRIOR YEAR Variance Fav (unfav)
FUNDING						
Revenue						
Water Service Revenue	$ 1,326,480	$ 1,102,266	$ 224,214	83.1%	$ 1,128,618	$ (26,352)
Water Surcharge	346,700	289,631	57,069	83.5%	289,292	339
Other Miscellanous Revenue	135,247	69,893	65,354	51.7%	126,029	(56,135)
Total Revenue	**1,808,427**	**1,461,790**	**346,637**	**80.8%**	**1,543,938**	**(82,148)**
Other Sources						
Transfer In	477,496	344,406	133,090	72.1%	389,664	(45,258)
Loan Proceeds	640,000	-	640,000	0.0%	-	-
Use (Add to) Net Assets	60,750	-	-	0.0%	-	-
Total Other Sources	**1,178,246**	**344,406**	**773,090**	**29.2%**	**389,664**	**(45,258)**
TOTAL FUNDING	**2,986,673**	**1,806,196**	**1,119,727**	**60.5%**	**1,933,603**	**(127,406)**
EXPENSES						
Personal Services	535,294	424,158	111,136	79.2%	418,429	(5,728)
Operating Expenses	398,937	228,424	170,513	57.3%	212,778	(15,645)
Debt Service Expenses	811,446	609,448	201,998	75.1%	581,328	(28,120)
Capital Projects	648,500	-	648,500	0.0%	22,021	22,021
Repair & Renewal	65,000	7,743	57,257	11.9%	30,980	23,237
Transfer Out	527,496	386,073	141,423	73.2%	431,331	45,258
TOTAL EXPENSES	**2,986,673**	**1,655,845**	**1,330,828**	**55.4%**	**1,696,868**	**41,022**
Total Funding over (under) Expenses	$ -	$ 150,351			$ 236,735	$ (168,429)
Net Assets - Beginning		3,964,014				
Net Assets - Ending		**$ 4,114,365**				

Statement of Revenues, Expenses and Changes in Net Assets
Water Fund (Operations)
For the Period Ending July 31, 2021

(83.3% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Jul-20	PRIOR YEAR Variance Fav (unfav)
FUNDING						
Revenue						
Water Service						
Water-Base Rate	$ 472,000	$ 392,910	$ 79,090	83.2%	$ 393,342	$ (432)
Water-Usage	854,480	709,356	145,124	83.0%	735,276	(25,920)
Total Water Service Revenue	**1,326,480**	**1,102,266**	**224,214**	**83.1%**	**1,128,618**	**(26,352)**
Other Revenue						
Miscellaneous Revenues	5,500	4,882	618	88.8%	1,975	2,907
Sprint Spectrum Cell Tower	65,675	19,253	46,422	29.3%	63,149	(43,897)
T-Mobile Cell Tower	33,072	27,913	5,159	84.4%	26,839	1,074
Hillsboro Inlet	6,000	4,500	1,500	75.0%	4,900	(400)
Interest	30,000	17,897	12,103	59.7%	19,956	(2,059)
Net Incr (Decr) In FMV-Invest	(5,000)	(4,551)	(449)	91.0%	9,209	(13,760)
Total Other Revenue	**135,247**	**69,893**	**65,354**	**51.7%**	**126,029**	**(56,135)**
TOTAL FUNDING	**1,461,727**	**1,172,159**	**289,568**	**80.2%**	**1,254,647**	**(82,487)**
EXPENSES						
Personal Services						
Salaries	344,997	273,293	71,704	79.2%	273,448	155
Overtime	25,000	18,881	6,119	75.5%	19,310	429
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	23,798	5,124	82.3%	23,383	(416)
Florida Retirement System	39,325	28,366	10,959	72.1%	24,825	(3,541)
Health and Life Insurance	62,182	48,976	13,206	78.8%	47,134	(1,842)
Workers' Comp Insurance	11,116	6,570	4,546	59.1%	12,134	5,564
Unemployment Compensation	500	-	500	0.0%	-	-
Total Personal Services	**535,294**	**424,158**	**111,136**	**79.2%**	**418,429**	**(5,728)**
Operating Expenses						
Auditing Services	16,500	12,004	4,496	72.8%	11,875	(129)
Contracts - Other Services	750	-	750	0.0%	-	-
Postage and Freight	1,000	312	688	31.2%	-	(312)
Telephone Service	7,300	6,281	1,019	86.0%	5,878	(403)
Electricity	54,000	43,821	10,179	81.1%	40,737	(3,084)
Liability and Property Insurance	47,373	40,715	6,658	85.9%	34,328	(6,387)

Statement of Revenues, Expenses and Changes in Net Assets
Water Fund (Operations)
For the Period Ending July 31, 2021

(83.3% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Jul-20	PRIOR YEAR Variance Fav (unfav)
Maint - Distribution System	7,500	3,653	3,847	48.7%	3,082	(571)
Maint - Bldgs / Grounds	15,000	10,166	4,834	67.8%	8,911	(1,255)
Maint - SCADA System	10,000	-	10,000	0.0%	-	-
Repair & Maint - Equipment	32,000	12,440	19,560	38.9%	19,672	7,231
Tools and Equipment	1,000	1,134	(134)	113.4%	509	(625)
Advertising	1,000	-	1,000	0.0%	-	-
Licenses & Permits	5,400	2,872	2,528	53.2%	3,381	509
Office Supplies	1,500	1,281	219	85.4%	817	(464)
Computer Expense	6,000	5,038	962	84.0%	4,240	(798)
Uniform Supplies	5,500	5,554	(54)	101.0%	6,115	560
Fuel and Oil	5,000	3,376	1,624	67.5%	3,069	(307)
Sand Change	8,000	9,569	(1,569)	119.6%	4,721	(4,848)
Chemicals - Water Treatment	85,000	66,678	18,322	78.4%	61,434	(5,244)
Lab Test Analysis & Supplies	12,500	3,439	9,061	27.5%	3,730	291
Subscriptions and Memberships	500	90	410	18.1%	280	189
Contingency	73,114	-	73,114	0.0%	-	-
Water Conservation Program	3,000	-	3,000	0.0%	-	-
Total Operating Expenses	**398,937**	**228,424**	**170,513**	**57.3%**	**212,778**	**(15,645)**
Total Exp. Before Transfer Out	**934,231**	**652,581**	**281,650**	**69.9%**	**631,208**	**(21,374)**
Transfer Out						
General Fund	50,000	41,667	8,333	83.3%	41,667	-
Water Debt Service Fund	403,996	336,663	67,333	83.3%	336,663	-
Water CIP Fund	73,500	7,743	65,757	10.5%	53,001	45,258
Total Transfer Out	**527,496**	**386,073**	**141,423**	**73.2%**	**431,331**	**45,258**
TOTAL EXPENSES	**1,461,727**	**1,038,654**	**423,073**	**71.1%**	**1,062,539**	**23,884**
Total Funding over (under) Expenses	$ -	133,505			$ 192,108	$ (58,603)
Net Assets - Beginning		3,025,926				
Net Assets - Ending		**$ 3,159,431**				

Notes to the Financial Statements - Water Fund
July 31, 2021

The notes below are intended to provide additional information helpful when reviewing the financial statements. Per the Adopted Budget, the revenues and expenses should be at 83.3% through July. 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				
Revenues				
Sprint Spectrum	65,675	19,253	29.3%	Annual lease - balance paid in August.
Expenses				
Operating				
Vacation Leave Cash Out	15,187	18,655	122.8%	Paid out annually in December.
Telephone Service	7,300	6,281	86.0%	Phone and cell phone service with Comcast and Verizon. Comcast added additional charge for 911 services.
Liability and Property Insurance	47,373	40,715	85.9%	General Liability/Auto/Property insurance.
Tools and Equipment	1,000	1,134	113.4%	Annual fire extinguisher certification, misc tools and safety equipment.
Office Supplies	1,500	1,281	85.4%	Office supplies, water bill envelopes.
Computer Expense	6,000	5,038	84.0%	Monthly Google expense, Annual Quikwaters charge $2,995.
Uniform Supplies	5,500	5,554	101.0%	Monthly uniform service, work boots, safety glasses, gloves.
Sand Change	8,000	9,569	119.6%	Spiractor sand, forklift and pump rental - done twice a year.

Notes to the Financial Statements - Water Fund
July 31, 2021

The notes below are intended to provide additional information helpful when reviewing the financial statements. Per the Adopted Budget, the revenues and expenses should be at 83.3% through July. 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				
Revenues				
Sprint Spectrum	65,675	19,253	29.3%	Annual lease - balance paid in August.
Expenses				
Personal Services				
Vacation Leave Cash Out	15,187	18,655	122.8%	Paid out annually in December.
Operating Expenses				
Auditing Services	16,500	12,004	72.8%	Audit is complete
Telephone Service	7,300	6,281	86.0%	Phone and cell phone service with Comcast and Verizon. Comcast added additional charge for 911 services.
Liability and Property Insurance	47,373	40,715	85.9%	General Liability/Auto/Property insurance.
Tools and Equipment	1,000	1,134	113.4%	Annual fire extinguisher certification, misc tools and safety equipment.
Office Supplies	1,500	1,281	85.4%	Office supplies, water bill envelopes.
Computer Expense	6,000	5,038	84.0%	Monthly Google expense, Annual Quikwaters charge $2,995.
Uniform Supplies	5,500	5,554	101.0%	Monthly uniform service, work boots, safety glasses, gloves.
Sand Change	8,000	9,569	119.6%	Spiractor sand, forklift and pump rental - done twice a year.

Statement of Revenues, Expenses and Changes in Net Assets
Water Debt Service Fund - (State Revolving Loans)
For the Period Ending July 31, 2021

(83.3% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Jul-20	PRIOR YEAR Variance Fav (unfav)
FUNDING						
Revenues						
Water Surcharge	$ 346,700	$ 289,631	$ 57,069	83.5%	$ 289,292	$ 339
Total Revenues	**346,700**	**289,631**	**57,069**	**83.5%**	**289,292**	**339**
Other Sources						
Operating Transfers-In	403,996	336,663	67,333	83.3%	336,663	-
Use of Fund Balance	60,750	-	60,750	0.0%	-	-
Total Other Sources	**464,746**	**336,663**	**128,083**	**72.4%**	**336,663**	**-**
TOTAL FUNDING	**811,446**	**626,294**	**185,152**	**77.2%**	**625,955**	**339**
EXPENSES						
Debt Service Expenses						
State Revolving Loan - Water Plant						
Principal Debt Retirement	324,180	161,020	163,160	49.7%	157,193	(3,827)
Interest Expense	79,816	40,978	38,838	51.3%	44,805	3,827
State Revolving Loan - Water Main Project						
Principal Debt Retirement	333,941	341,079	(7,138)	102.1%	315,555	(25,523)
Interest Expense	73,509	66,371	7,138	90.3%	63,775	(2,597)
Total Debt Services Expenses	**811,446**	**609,448**	**201,998**	**75.1%**	**581,328**	**(28,120)**
TOTAL EXPENSES	**811,446**	**609,448**	**201,998**	**75.1%**	**581,328**	**(28,120)**
Total Funding over (under) Expenses	$ -	16,846			$ 44,627	$ (27,781)
Net Assets - Beginning		938,088				
Net Assets - Ending		**$ 954,934**				

Statement of Revenues, Expenses and Changes in Net Assets
Capital Projects Fund - (Water Fund Improvements)
For the Period Ending July 31, 2021

(83.3% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Jul-20	PRIOR YEAR Variance Fav (unfav)
FUNDING						
Revenues						
Other Sources						
Interfund Transfer - In	$ 73,500	$ 7,743	$ 65,757	10.5%	$ 45,251	$ (37,508)
Loan Proceeds	640,000	-	640,000	0.0%	-	-
Total Other Sources	**713,500**	**7,743**	**705,757**	**1.1%**	**45,251**	**(37,508)**
TOTAL FUNDING	**713,500**	**7,743**	**705,757**	**1.1%**	**45,251**	**(37,508)**
EXPENSES						
Plant Project						
Well Rehabilitation	120,000	-	120,000	0.0%	-	-
Storage Tank	350,000	-	350,000	0.0%	-	-
Total Plant Project	**470,000**	**-**	**470,000**	**0.0%**	**-**	**-**
Other Expenses						
Repair & Renewal	65,000	7,743	57,257	11.9%	30,980	23,237
Truck	-	-	-	n/a	22,021	22,021
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**	**7,743**	**235,757**	**3.2%**	**53,002**	**45,258**
TOTAL EXPENSES	**713,500**	**7,743**	**705,757**	**1.1%**	**53,002**	**45,258**
Total Funding over (under) Expenses	$ -	-			$ -	$ -
Net Assets - Beginning		-				
Net Assets - Ending		**$ -**				

Town of Hillsboro Beach

Supporting Schedules

July 31, 2021

Cash and Investment Balances
July 31, 2021

ACCOUNT NAME	BANK NAME	YIELD	MATURITY	BALANCE		NOTES
Checking Account	BankUnited	0.00%	N/A	$956,171		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	0.20%	N/A	$1,487,076		Excess cash from General & Water Funds.
Money Market Account	BankUnited	0.20%	N/A	$813,806	(1)	Reserve for both SRL Loans.
Money Market Account	BankUnited	0.25%	N/A	$110,968	(2)	Federal Forfeitures/Asset sharing. Received $22,620 in May which will be transferred in June.
State Board Account	Florida Prime	0.19%	N/A	$431,254		Excess cash from the General Fund.
Investment Account	BB & T	1.23%	N/A	$3,448,330		See Investment Report for further details.
			TOTAL	**$7,247,605**		

Footnotes:

(1) Restricted funds for State Revolving Loans.

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

Investment Portfolio
Trades Settled as of 07/31/21

Posting Date	CUSIP #	Description	Rating	Maturity Date	Par Value	Total Cost	Premium / Discount	Market Value	Accrued Interest	Annual Income	Yield to Maturity
	SA0000560	TRUIST BK TRUST DEPOSIT			339,752	339,752	-	339,752	-	34	0.01%
				Subtotal	**339,752**	**339,752**	**-**	**339,752**	**-**	**34**	**0.01%**
09/27/19	037833DL1	APPLE INC	AA1	09/11/22	50,000	49,928	(72)	50,845	47	850	1.67%
10/30/19	166764BN9	CHEVRON CORP	AA2	03/03/22	50,000	50,307	307	50,568	201	1,249	2.47%
01/27/21	3130AKQM1	FED HOME LOAN BANKS	AAA	01/27/26	200,000	200,000	-	199,676	-	600	0.30%
02/03/21	3130AKYD2	FED HOME LOAN BANKS	WR	08/17/26	70,000	70,000	-	69,595	-	490	0.70%
07/15/21	3130AN3Y4	FED HOME LOAN BANK	AAA	07/13/26	200,000	200,000	-	200,158	-	2,200	1.10%
11/03/15	313381BR5	FED HOME LOAN BANK	AAA	12/09/22	100,000	99,595	(405)	102,356	896	1,875	1.83%
08/26/20	3133EL3P7	FED FARM CREDIT BANK	AAA	08/12/25	250,000	249,750	(250)	249,558	55	1,325	0.53%
06/23/20	3134GVYP7	FED HOME LOAN MTGE CORP	AAA	05/27/25	210,000	209,003	(997)	209,471	79	1,050	0.50%
10/09/20	3134GW4B9	FED HOME LOAN MTGE CORP	AAA	10/29/25	55,000	54,890	(110)	54,784	-	275	0.50%
10/28/20	3136G45H2	FED NATL MTGE ASSN	AAA	10/29/25	55,000	54,945	(55)	54,908	-	275	0.50%
10/23/20	3136G45X7	FED NATL MTGE ASSN	AAA	10/29/26	140,000	140,000	-	139,192	-	980	0.70%
09/16/20	341271AD6	FLORIDA ST TXBL	AA3	07/01/25	185,000	185,000	-	188,130	-	2,327	1.24%
04/09/20	342816P66	FLORIDA ST MUN PWR AGY REV	A2	10/01/22	200,000	201,694	1,694	204,822	186	5,160	2.52%
05/21/20	43232VVH1	HILLSBOROUGH CNTY TXBL	A2	07/01/25	200,000	200,000	-	206,476	-	3,830	1.85%
12/31/18	54289SBG1	LONGBOAT KEY FL SPL ASSMNT REV	AA+	08/01/24	105,000	104,116	(884)	107,506	-	4,200	3.91%
08/09/18	59333HCL8	MIAMI-DADE CNTY FL PROF SPORTS	AA	10/01/22	75,000	75,000	-	77,721	-	2,517	3.24%
08/05/20	593561BE2	MIAMI GARDENS FL TXBL	A1	07/01/25	125,000	125,000	-	128,480		1,674	1.30%
01/17/20	661046BV3	NORTH MIAMI BEACH FLA WTR	A+	08/01/24	160,000	160,000	-	165,555	-	3,234	1.95%
01/18/19	68389XBB0	ORACLE CORP	BAA2	05/15/22	60,000	59,706	(294)	60,812	283	1,500	2.47%
05/16/18	68389XBK0	ORACLE CORP	BAA2	09/15/21	50,000	48,217	(1,783)	50,064	166	950	1.90%
02/27/20	758449RV6	REEDY CREEK FL IMPT DIST TXBL	AA3	06/01/24	150,000	150,000	-	155,204	-	2,504	1.61%
04/03/20	822582AX0	SHELL INTERNATIONAL FIN	AA2	08/12/23	30,000	30,976	976	31,831	156	1,020	3.20%
01/16/19	89236TCQ6	TOYOTA MOTOR CREDIT CORP	A1	07/13/22	60,000	59,806	(194)	61,455	23	1,680	2.73%
04/06/20	89236TGW9	TOYOTA MOTOR CREDIT CORP	A1	03/30/23	30,000	30,276	276	31,297	-	870	2.78%
05/20/21	912828Z45	U.S. TREASURY NOTES	AAA	01/31/22	300,000	300,369	369	300,222	30	612	0.20%
				Subtotal	**3,110,000**	**3,108,579**	**(1,421)**	**3,150,684**	**2,123**	**43,246**	**1.37%**
				Total	**3,449,752**	**3,448,330**	**(1,421)**	**3,490,436**	**2,123**	**43,280**	**1.23%**

Ridership Summary

July 31, 2021

Daily Passengers:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				50	
46		50		49	
46		44		47	
49		50		47	
47		51		49	

Total Monthly Passengers: **625**

Daily Revenue Miles:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				107.0	
107.0		108.0		107.0	
107.0		108.0		107.0	
108.0		108.0		107.0	
108.0		107.0		107.0	

Total Monthly Revenue Miles: **1396.0**

Total Scheduled Revenue Miles **1414.9**

Total Vehicle Hours **125.7**
Total Revenue Hours **114.8**

Service Days 13

Missed Service in Minutes **0**

Passengers per revenue hour **5.4**

Total Monthly Vehicle Miles: **1,701.5**

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

Phone: (954) 427-4011
Fax: (954) 427-4834

TO: Mayor Deb Tarrant and Commission

FROM: Steve Mitchell, Building Official

DATE: August 12, 2021

SUBJECT: June/July 2021 Building Department Report

It's been a very busy summer for the Building Department. We currently have eight single-family homes in various stages of plan review and construction and significant interior work at four other locations. A list of significant projects is attached.

A rooftop fire at Opal Towers West in early July caused a significant amount of smoke and water damage throughout the building, repairs and inspections may likely continue through the end of the year.

Hillsboro Beach Resort (Seabonay) has successfully completed life safety inspections, and a Temporary Certificate of Occupancy (TCO) has been issued to load furniture while construction and final inspections are completed. A permanent Certificate of Occupancy must be issued prior to public use of the property.

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

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

Phone: (954) 427-4011
Fax: (954) 427-4834

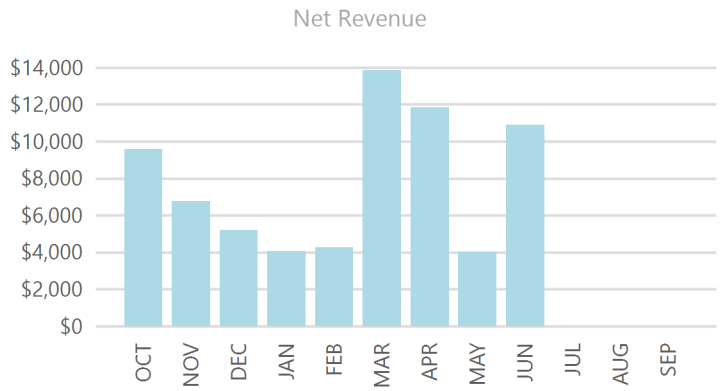
Town of Hillsboro Beach
Building Department
Current Large Projects 8/12/2021

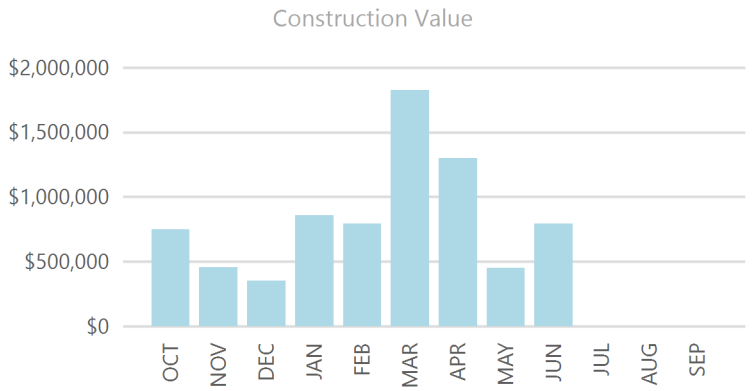
Address	*Contractor*	*Type*	*Status*
925	Ellemar	SFR	In Site plan Review
925	Ellemar	Guest House	2nd Review Completed
957	Arvani	SFR	2nd Review Completed
961		SFR	Proposed
963	Gonzalez	Interior Reno	Issued
971	Baron	SFR	In Site plan Review
985	WA Bentz	SFR First	Review Completed
995	SPF	Interior Reno	Issued
995	SPF	Site	In Plan Review
999	Bomar	SFR	Issued
100	Bomar	Int. Reno	1st Review Completed
100	PPM	Int. Reno	Issued
110	HMJC	SFR	Issued
115	JAR	MFR Fire Restoration- Awaiting plans	
117	Related	MFR	In Site plan Review

Town of Hillsboro Beach
Building Department
Summary Report

Start Date: 6/1/2021
End Date: 6/30/2021

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Construction Value	$750,861	$456,107	$352,406	$858,794	$793,025	$1,825,713	$1,299,997	$451,842	$792,554	$0	$0
Building Permit Fees	$30,365	$16,721	$27,694	$23,155	$25,451	$67,778	$55,348	$18,770	$66,589	$0	$0
Fire & Zoning Fees	$5,038	$4,275	$1,050	$600	$450	$3,675	$3,525	$1,200	$900	$0	$0
Total Revenue	$35,403	$20,996	$28,744	$23,755	$25,901	$71,453	$58,873	$19,970	$67,489	$0	$0
CGA Expense	$25,811	$14,212	$23,540	$19,681	$21,633	$57,611	$47,046	$15,954	$56,601	$0	$0
Town Revenue	$9,592	$6,783	$5,204	$4,073	$4,268	$13,842	$11,827	$4,015	$10,888	$0	$0





Sep	YTD
$0	$7,581,299
$0	$331,871
$0	$20,713
$0	$352,583
$0	$282,090
$0	$70,493

Town of Hillsboro Beach
Building Department
Finance Report

Start Date: 6/1/2021
End Date: 6/30/2021

	Permit Fees	Town Revenue	Fire Fees	Zoning Fees	Admin Fees	CGA Revenue	BORA	DBPR	DCA
MTD	$66,589.25	$9,988.39	$600.00	$300.00	$150.00	$56,600.86	$487.44	$380.27	$271.82
YTD	**$331,870.85**	**$49,780.63**	**$10,700.00**	**$10,012.50**	**$3,250.00**	**282,090.22**	**$4,260.04**	**$3,368.57**	**$2,414.66**

Town of Hillsboro Beach
Building Department
Permit Report

Start Date: 6/1/2021
End Date: 6/30/2021

Permit Type	# Issued	Building Permit Fees
COMMERCIAL BACKFLOW	1	250.00
COMMERCIAL FUEL TANK	1	125.00
COMMERCIAL RE-ROOF	1	433.27
RESIDENTIAL A/C CHANGE OUT	8	1,269.31
RESIDENTIAL ALTERATION	13	18,346.68
RESIDENTIAL RE-ROOF	2	2,816.67
RESIDENTIAL SCREEN ENCLOSURE	1	125.00
RESIDENTIAL WINDOWS/DOORS/SHUTTERS	14	6,761.07
SINGLE FAMILY RESIDENCE	1	36,462.25
	42	***$66,589.25***

Town of Hillsboro Beach
Building Department
Activity Report

Start Date: 6/1/2021
End Date: 6/30/2021

Discipline	Total # of Inspections	Plan Review	Permits Applied
Building	30	43	26
Electrical	14	23	9
Plumbing	21	16	10
Mechanical	17	19	11
Fire	11	6	3
Zoning	0	11	1
Totals	**93**	**118**	**60**

Town of Hillsboro Beach
Building Department
Issued Permits Report

Start Date: 6/1/2021
End Date: 6/30/2021

	Folio #	Permit #	Date Issued	Job Address	Job Sub Division	Construction Value
RESIDENTIAL ALTERATION						
	484308BC1040	21336870-0	6/1/2021	1236 HILLSBORO MILE (UNIT 102)	PORT DE MER CONDO	$4,000.00
	484317AB0830	21336908-0	6/3/2021	1051 HILLSBORO MILE (UNIT 906E)	HILLSBORO LE BARON CONDO	$8,600.00
	484308CH0860	21337055-0	6/11/2021	1167 HILLSBORO MILE (UNIT 612)	OVERLOOK CONDOMINIUM	$14,290.00
	484317AB1190	21337088-0	6/14/2021	1050 HILLSBORO MILE (UNIT 502W)	HILLSBORO LE BARON CONDO	$59,940.00
	484308CM0140	21337118-0	6/15/2021	1169 HILLSBORO MILE (UNIT 209)	HILLSBORO WINDSOR CONDO	$15,500.00
	484317AA0490	21337232-0	6/21/2021	1057 HILLSBORO MILE (UNIT 723)	DIAMONDHEAD CONDO	$14,200.00
	484308CJ0230	21337275-0	6/22/2021	1161 HILLSBORO MILE (UNIT 405)	HILLSBORO COLONNADE	$17,750.00
	484308CH0430	21337278-0	6/22/2021	1167 HILLSBORO MILE (UNIT 315)	OVERLOOK CONDO	$96,725.00
	484308CA0070	21337316-0	6/23/2021	1155 HILLSBORO MILE (UNIT 110)	HILLSBORO OCEAN CLUB CONDO	$216,927.00
					Grand Total	**$447,932.00**

Town of Hillsboro Beach
Building Department
Plan Review Times Report

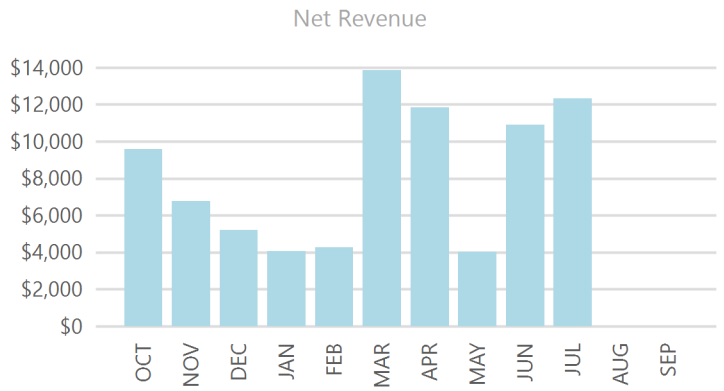
Start Date: 6/1/2021
End Date: 6/30/2021

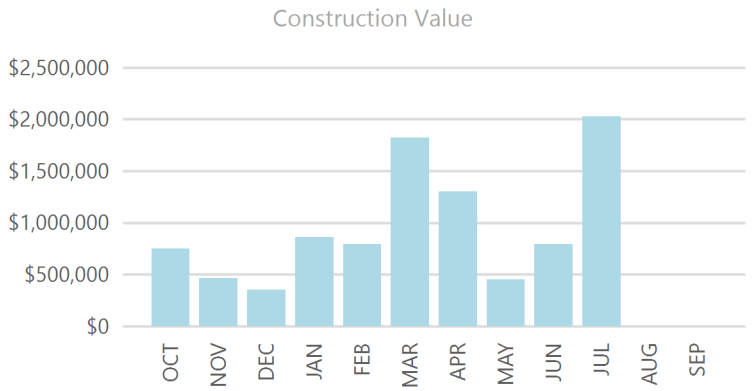
	Number of Reviews	Average Days In Review	Most Days In Review
Completed Reviews	120	5.34	43.93

Town of Hillsboro Beach
Building Department
Summary Report

Start Date: 7/1/2021
End Date: 8/1/2021

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Construction Value	$750,861	$464,191	$352,406	$858,794	$793,025	$1,825,713	$1,299,997	$451,842	$792,554	$2,024,693	$0
Building Permit Fees	$30,365	$16,721	$27,694	$23,155	$25,451	$67,778	$55,348	$18,770	$66,589	$50,232	$0
Fire & Zoning Fees	$5,038	$4,275	$1,050	$600	$450	$3,675	$3,525	$1,200	$900	$4,800	$0
Total Revenue	$35,403	$20,996	$28,744	$23,755	$25,901	$71,453	$58,873	$19,970	$67,489	$55,032	$0
CGA Expense	$25,811	$14,212	$23,540	$19,681	$21,633	$57,611	$47,046	$15,954	$56,601	$42,697	$0
Town Revenue	$9,592	$6,783	$5,204	$4,073	$4,268	$13,842	$11,827	$4,015	$10,888	$12,335	$0





Sep	YTD
$0	$9,614,076
$0	$382,103
$0	$25,513
$0	$407,615
$0	$324,787
$0	$82,828

Town of Hillsboro Beach
Building Department
Finance Report

Start Date: 7/1/2021
End Date: 8/1/2021

	Permit Fees	Town Revenue	Fire Fees	Zoning Fees	Admin Fees	CGA Revenue	BORA	DBPR	DCA
MTD	$50,231.77	$7,534.77	$2,100.00	$2,700.00	$800.00	$42,697.00	$744.20	$572.96	$400.82
YTD	**$382,102.62**	**$57,315.39**	**$12,800.00**	**$12,712.50**	**$4,050.00**	**324,787.23**	**$5,004.24**	**$3,941.53**	**$2,815.48**

Town of Hillsboro Beach
Building Department
Permit Report

Start Date: 7/1/2021
End Date: 8/1/2021

Permit Type	# Issued	Building Permit Fees
ANTENNAS, POLE & TOWERS	1	1,379.50
COMMERCIAL ALTERATION	2	7,665.00
COMMERCIAL ELECTRICAL MISCELLANEOUS	1	125.00
COMMERCIAL FIRE ALARM	2	499.22
COMMERCIAL FIRE SPRINKLERS	2	307.00
COMMERCIAL FIRE SUPPRESSION SYSTEM	1	190.00
COMMERCIAL GENERATOR	1	190.00
COMMERCIAL PAVING/DRIVEWAY/ WALKWAY/PATIO	1	155.02
RESIDENTIAL A/C CHANGE OUT	12	2,874.63
RESIDENTIAL ALTERATION	8	24,862.96
RESIDENTIAL ELECTRICAL MISCELLANEOUS	2	250.00
RESIDENTIAL FENCE	2	696.38
RESIDENTIAL MECHANICAL MISCELLANEOUS	1	4,240.00
RESIDENTIAL RE-ROOF	1	95.00
RESIDENTIAL SEAWALL	1	2,703.00
RESIDENTIAL WATER HEATER	1	125.00
RESIDENTIAL WINDOWS/DOORS/SHUTTERS	10	3,874.06
	49	***$50,231.77***

Town of Hillsboro Beach
Building Department
Issued Permits Report

Start Date: 7/1/2021
End Date: 8/1/2021

	Folio #	Permit #	Date Issued	Job Address	Job Sub Division	Construction Value
COMMERCIAL ALTERATION						
	484308CA0000	21337716-0	7/12/2021	1155 HILLSBORO MILE (HALLYWAY RENOVATIONS)		$600,000.00
					Grand Total	**$600,000.00**
RESIDENTIAL ALTERATION						
	484320000040	21337588-0	7/6/2021	1009 HILLSBORO MILE (DEMO & INTERIOR REVONATIONS)	NA	$700,161.00
	484317AH0220	21337613-0	7/7/2021	1063 HILLSBORO MILE (UNIT 306)	OCEAN GRANDE BEACH & MARINA CONDO	$99,890.00
	484317AB0190	21337678-0	7/9/2021	1051 HILLSBORO MILE(UNIT 308E)	HILLSBORO LE BARON CONDO	$7,083.00
	484317AD0700	21337971-0	7/23/2021	1021 HILLSBORO MILE (UNIT 902)	LANDMARK AT HILLSBORO CONDO	$19,800.00
	484317AD0580	21338167-0	7/30/2021	1021 HILLSBORO MILE (UNIT 706)	LANDMARK AT HILLSBORO CONDO	$52,950.00
					Grand Total	**$879,884.00**

Town of Hillsboro Beach
Building Department
Activity Report

Start Date: 7/1/2021
End Date: 8/1/2021

Discipline	Total # of Inspections	Plan Review	Permits Applied
Building	47	54	29
Electrical	17	40	19
Plumbing	33	32	18
Mechanical	13	39	21
Fire	11	12	3
Zoning	0	20	8
Totals	**121**	**197**	**98**

Town of Hillsboro Beach
Building Department
Plan Review Times Report

Start Date: 7/1/2021
End Date: 8/1/2021

	Number of Reviews	Average Days In Review	Most Days In Review
Completed Reviews	174	4.24	55.99

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

Code Compliance Summary Report

From 6/1/2021 **To** 6/30/2021 **Corridor** (All Corridors)

Case Totals for Period

Cases Open at Start of Period	28
Cases Opened During Period	7
Cases Opened as result of Complaint	7
Cases Closed During Period	5
Cases Closed due to compliance	3
Cases Open at End of Period	30

Inspections	7
Reinspections	13
Total	**20**

Special Magistrate Cases During Period	0

Case Summary by Officer

Officer	Open at Start	Opened During Period	Opened as result of Complaint	Closed During Period	Closed due to compliance	Open at End of Period
B. Pita/N/A	21	7	7	3	1	25
M. Sotolongo/N/A	7	0	0	2	2	5
Total	**28**	**7**	**7**	**5**	**3**	**30**

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

Code Compliance Summary Report

From 6/1/2021 **To** 6/30/2021 **Corridor** (All Corridors)

Inspections by Officer

Officer	Inspections	Reinspections	Total
B. Pita/N/A	7	13	20
Total	**7**	**13**	**20**

Summary of Cases Opened by Incident Type

Incident Type	Number
Property Maintenance	5
Overgrown Grass	2
Total	**7**

Revenue Summary

	Period Start	During Period	Period End
Total Fines Assessed	$63,400.00	$22,200.00	$85,600.00
Total Payments	$0.00	$0.00	$0.00
Balance	**$63,400.00**		**$85,600.00**

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

Case Action Report*

From 6/1/2021 **To** 6/30/2021 **Corridor** (All Corridors)

Date Issue	Incident Type	Site Address	Status	Documents Issued		
6/7/2021	Property Maintenance *Tidewater King tide seawall	973 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	Date Issue	Type	Officer Assigned
				6/7/2021	Complaint	B. Pita
				6/23/2021	Courtesy Notice	B. Pita
6/14/2021	Property Maintenance *Tidewater King tide seawall	1115 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	Date Issue	Type	Officer Assigned
				6/14/2021	Complaint	B. Pita
				6/23/2021	Courtesy Notice	B. Pita
6/17/2021	Property Maintenance *Tidewater King tide seawall	1166 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	Date Issue	Type	Officer Assigned
				6/17/2021	Complaint	B. Pita
				6/23/2021	Courtesy Notice	B. Pita
6/18/2021	Overgrown Grass *Overgrown grass in the swale area and Trees Growing over the Right of Way and bike path	1125 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	Date Issue	Type	Officer Assigned
				6/18/2021	Complaint	B. Pita
				6/23/2021	Courtesy Notice	B. Pita
6/18/2021	Property Maintenance *Tidewater King tide seawall	1117 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	Date Issue	Type	Officer Assigned
				6/18/2021	Complaint	B. Pita
				6/23/2021	Courtesy Notice	B. Pita

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

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

Code Compliance Summary Report

From 7/1/2021 **To** 7/31/2021 **Corridor** (All Corridors)

Case Totals for Period

Cases Open at Start of Period	30
Cases Opened During Period	48
Cases Opened as result of Complaint	48
Cases Closed During Period	4
Cases Closed due to compliance	1
Cases Open at End of Period	74

Inspections	48
Reinspections	5
Total	**53**

Special Magistrate Cases During Period 6

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/N/A	25	48	48	2	1	71
M. Sotolongo/N/A	5	0	0	2	0	3
Total	**30**	**48**	**48**	**4**	**1**	**74**

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

Code Compliance Summary Report

From 7/1/2021 **To** 7/31/2021 **Corridor** (All Corridors)

Inspections by Officer

Officer	Inspections	Reinspections	Total
B. Pita/N/A	48	5	53
Total	**48**	**5**	**53**

Summary of Cases Opened by Incident Type

Incident Type	Number
Zoning Violation	41
Requirements for marine turtle protection.	4
Building Permit Required	2
Nuisance	1
Total	**48**

Revenue Summary

	Period Start	During Period	Period End
Total Fines Assessed	$85,600.00	$19,900.00	$105,500.00
Total Payments	$0.00	$0.00	$0.00
Balance	**$85,600.00**		**$105,500.00**

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

Case Action Report*

From 7/1/2021 **To** 7/31/2021 **Corridor** (All Corridors)

Date Issue	Incident Type	Site Address	Status	Documents Issued		
7/15/2021	Zoning Violation *	901 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	Date Issue	Type	Officer Assigned
				7/14/2021	Complaint	B. Pita
				7/15/2021	Courtesy Notice	B. Pita
7/15/2021	Requirements for marine turtle protection.	963 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	Date Issue	Type	Officer Assigned
				7/15/2021	Courtesy Notice	B. Pita
				7/15/2021	Complaint	B. Pita
7/15/2021	Requirements for marine turtle protection.	987 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	Date Issue	Type	Officer Assigned
				7/15/2021	Courtesy Notice	B. Pita
				7/15/2021	Complaint	B. Pita
7/15/2021	Requirements for marine turtle protection.	935 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	Date Issue	Type	Officer Assigned
				7/15/2021	Courtesy Notice	B. Pita
				7/15/2021	Complaint	B. Pita
7/15/2021	Requirements for marine turtle protection.	953 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	Date Issue	Type	Officer Assigned
				7/15/2021	Courtesy Notice	B. Pita
				7/15/2021	Complaint	B. Pita
7/15/2021	Zoning Violation *Vacation Rental Registration	1225 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 X2	Open	Date Issue	Type	Officer Assigned
				7/15/2021	Courtesy Notice	B. Pita
				7/15/2021	Complaint	B. Pita
7/15/2021	Zoning Violation *Vacation Rental Registration	1225 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 T1	Open	Date Issue	Type	Officer Assigned
				7/15/2021	Courtesy Notice	B. Pita
				7/15/2021	Complaint	B. Pita
7/15/2021	Zoning Violation *Vacation Rental Registration	1225 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 FF2	Open	Date Issue	Type	Officer Assigned
				7/15/2021	Courtesy Notice	B. Pita
				7/15/2021	Complaint	B. Pita
7/15/2021	Zoning Violation	1225 HILLSBORO MILE, HILLSBORO	Open	Date Issue	Type	Officer Assigned

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

Case Action Report*

From 7/1/2021 **To** 7/31/2021 **Corridor** (All Corridors)

	*Vacation Rental Registration	BEACH, FL 33062 O1		7/15/2021	Courtesy Notice	B. Pita
				7/15/2021	Complaint	B. Pita
7/15/2021	Zoning Violation *Vacation Rental Registration	1225 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 U1	Open	Date Issue	Type	Officer Assigned
				7/15/2021	Courtesy Notice	B. Pita
				7/15/2021	Complaint	B. Pita
7/15/2021	Zoning Violation *Vacation Rental Registration	1225 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 BB2	Open	Date Issue	Type	Officer Assigned
				7/15/2021	Courtesy Notice	B. Pita
				7/15/2021	Complaint	B. Pita
7/15/2021	Zoning Violation *Vacation Rental Registration	1225 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 RR2	Open	Date Issue	Type	Officer Assigned
				7/15/2021	Courtesy Notice	B. Pita
				7/15/2021	Complaint	B. Pita
7/15/2021	Zoning Violation *Vacation Rental Registration	1225 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 QQ2	Open	Date Issue	Type	Officer Assigned
				7/15/2021	Courtesy Notice	B. Pita
				7/15/2021	Complaint	B. Pita
7/15/2021	Zoning Violation *Vacation Rental Registration	1225 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 F1	Open	Date Issue	Type	Officer Assigned
				7/15/2021	Courtesy Notice	B. Pita
				7/15/2021	Complaint	B. Pita
7/15/2021	Zoning Violation *Vacation Rental Registration	1225 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 DD1	Open	Date Issue	Type	Officer Assigned
				7/15/2021	Courtesy Notice	B. Pita
				7/15/2021	Complaint	B. Pita
7/15/2021	Zoning Violation *Vacation Rental Registration	1225 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 D2	Open	Date Issue	Type	Officer Assigned
				7/15/2021	Courtesy Notice	B. Pita
				7/15/2021	Complaint	B. Pita
7/15/2021	Zoning Violation *Vacation Rental Registration	1225 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 K2	Open	Date Issue	Type	Officer Assigned
				7/15/2021	Courtesy Notice	B. Pita
				7/15/2021	Complaint	B. Pita

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

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

Case Action Report*

From 7/1/2021 **To** 7/31/2021 **Corridor** (All Corridors)

7/15/2021	Zoning Violation *Vacation Rental Registration	1225 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 GG2	Open	Date Issue	Type	Officer Assigned
				7/15/2021	Courtesy Notice	B. Pita
				7/15/2021	Complaint	B. Pita
7/15/2021	Zoning Violation *Vacation Rental Registration	1225 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 CC2	Open	Date Issue	Type	Officer Assigned
				7/15/2021	Courtesy Notice	B. Pita
				7/15/2021	Complaint	B. Pita
7/15/2021	Zoning Violation *Vacation Rental Registration	1225 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 L2	Open	Date Issue	Type	Officer Assigned
				7/15/2021	Courtesy Notice	B. Pita
				7/15/2021	Complaint	B. Pita
7/15/2021	Zoning Violation *Vacation Rental Registration	1225 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 R1	Open	Date Issue	Type	Officer Assigned
				7/15/2021	Courtesy Notice	B. Pita
				7/15/2021	Complaint	B. Pita
7/15/2021	Zoning Violation *Vacation Rental Registration	1225 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 Q1	Open	Date Issue	Type	Officer Assigned
				7/15/2021	Courtesy Notice	B. Pita
				7/15/2021	Complaint	B. Pita
7/16/2021	Zoning Violation *Vacation Rental Registration	1225 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 B2	Open	Date Issue	Type	Officer Assigned
				7/16/2021	Courtesy Notice	B. Pita
				7/16/2021	Complaint	B. Pita
7/16/2021	Zoning Violation *Vacation Rental Registration	1225 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 P2	Open	Date Issue	Type	Officer Assigned
				7/16/2021	Courtesy Notice	B. Pita
				7/16/2021	Complaint	B. Pita
7/16/2021	Zoning Violation *Vacation Rental Registration	1225 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 N2	Open	Date Issue	Type	Officer Assigned
				7/16/2021	Courtesy Notice	B. Pita
				7/16/2021	Complaint	B. Pita
7/16/2021	Zoning Violation *Vacation Rental	1225 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 OO2	Open	Date Issue	Type	Officer Assigned
				7/16/2021	Courtesy Notice	B. Pita

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

Case Action Report*

From 7/1/2021 **To** 7/31/2021 **Corridor** (All Corridors)

	Registration			7/16/2021	Complaint	B. Pita
7/16/2021	Zoning Violation *Vacation Rental Registration	1225 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 V1	Open	Date Issue	Type	Officer Assigned
				7/16/2021	Courtesy Notice	B. Pita
				7/16/2021	Complaint	B. Pita
7/16/2021	Zoning Violation *Vacation Rental Registration	1225 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 W1	Open	Date Issue	Type	Officer Assigned
				7/16/2021	Courtesy Notice	B. Pita
				7/16/2021	Complaint	B. Pita
7/16/2021	Zoning Violation *Vacation Rental Registration	1225 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 E2	Open	Date Issue	Type	Officer Assigned
				7/16/2021	Courtesy Notice	B. Pita
				7/16/2021	Complaint	B. Pita
7/16/2021	Zoning Violation *Vacation Rental Registration	1225 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 S2	Open	Date Issue	Type	Officer Assigned
				7/16/2021	Courtesy Notice	B. Pita
				7/16/2021	Complaint	B. Pita
7/16/2021	Zoning Violation *Vacation Rental Registration	1225 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 KK2	Closed	Date Issue	Type	Officer Assigned
				7/16/2021	Courtesy Notice	B. Pita
				7/16/2021	Complaint	B. Pita
7/16/2021	Zoning Violation *Vacation Rental Registration	1225 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 JJ1	Open	Date Issue	Type	Officer Assigned
				7/16/2021	Courtesy Notice	B. Pita
				7/16/2021	Complaint	B. Pita
7/16/2021	Zoning Violation *Vacation Rental Registration	1225 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 TT1	Open	Date Issue	Type	Officer Assigned
				7/16/2021	Courtesy Notice	B. Pita
				7/16/2021	Complaint	B. Pita
7/16/2021	Zoning Violation *Vacation Rental Registration	1225 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 AA2	Open	Date Issue	Type	Officer Assigned
				7/16/2021	Courtesy Notice	B. Pita
				7/16/2021	Complaint	B. Pita
7/16/2021	Zoning Violation	1225 HILLSBORO MILE, HILLSBORO	Open	Date Issue	Type	Officer Assigned

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

Case Action Report*

From 7/1/2021 **To** 7/31/2021 **Corridor** (All Corridors)

	*Vacation Rental Registration	BEACH, FL 33062 Y2		7/16/2021	Courtesy Notice	B. Pita
				7/16/2021	Complaint	B. Pita
7/16/2021	Zoning Violation *Vacation Rental Registration	1225 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 Z2	Open	Date Issue	Type	Officer Assigned
				7/16/2021	Courtesy Notice	B. Pita
				7/16/2021	Complaint	B. Pita
7/16/2021	Zoning Violation *Vacation Rental Registration	1225 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 J1	Open	Date Issue	Type	Officer Assigned
				7/16/2021	Courtesy Notice	B. Pita
				7/16/2021	Complaint	B. Pita
7/16/2021	Zoning Violation *Vacation Rental Registration	1225 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 A2	Open	Date Issue	Type	Officer Assigned
				7/16/2021	Courtesy Notice	B. Pita
				7/16/2021	Complaint	B. Pita
7/16/2021	Zoning Violation *Vacation Rental Registration	1225 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 2	Open	Date Issue	Type	Officer Assigned
				7/16/2021	Courtesy Notice	B. Pita
				7/16/2021	Complaint	B. Pita
7/16/2021	Zoning Violation *Vacation Rental Registration	1225 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 EE2	Open	Date Issue	Type	Officer Assigned
				7/16/2021	Courtesy Notice	B. Pita
				7/16/2021	Complaint	B. Pita
7/16/2021	Zoning Violation *Vacation Rental Registration	1225 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 G2	Open	Date Issue	Type	Officer Assigned
				7/16/2021	Courtesy Notice	B. Pita
				7/16/2021	Complaint	B. Pita
7/16/2021	Zoning Violation *Vacation Rental Registration	1225 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 H2	Open	Date Issue	Type	Officer Assigned
				7/16/2021	Courtesy Notice	B. Pita
				7/16/2021	Complaint	B. Pita
7/16/2021	Zoning Violation *Vacation Rental Registration	1225 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 HH2	Open	Date Issue	Type	Officer Assigned
				7/16/2021	Courtesy Notice	B. Pita
				7/16/2021	Complaint	B. Pita

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

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

Case Action Report*

From 7/1/2021 **To** 7/31/2021 **Corridor** (All Corridors)

7/16/2021	Zoning Violation *Vacation Rental Registration	1225 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 M2	Open	Date Issue	Type	Officer Assigned
				7/16/2021	Courtesy Notice	B. Pita
				7/16/2021	Complaint	B. Pita
7/16/2021	Zoning Violation *Vacation Rental Registration	1225 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 SS1	Open	Date Issue	Type	Officer Assigned
				7/16/2021	Courtesy Notice	B. Pita
				7/16/2021	Complaint	B. Pita
7/27/2021	Nuisance *Overgrown grass and organic debris	1206 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	Date Issue	Type	Officer Assigned
				7/27/2021	Affidavit of Alleged Repeat Violation	B. Pita
				7/27/2021	Complaint	B. Pita
				7/29/2021	Notification of Repeat Violation/Penalty Hearing	S. Lowe

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

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: **Town Manager Performance Evaluation (FY20/21)**
Submitting Dept: **Town Clerk, Sherry D. Henderson, Town Clerk**
Agenda Date: **September 7, 2021**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. Summary of Town Manager Performance Evaluation (Oct 2020-Sept 2021)

TOWN OF HILLSBORO BEACH, FLORIDA

1210 Hillsboro Mile
Hillsboro Beach, Florida 33062

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

Town Manager Performance Evaluation Summary Report

Town Manager Name: Mac Serda

Evaluation Period: Oct 2020 - Sept 2021

PROFESSIONAL SKILLS

- **Leadership:** Outstanding **5/5**
- **Decision Making/Judgment:** Outstanding **5/5**
- **Coordination:** Outstanding **5/5**
- **Planning and Organization:** Outstanding **5/5**
- **Budgeting:** Outstanding **5/5**
- **Financial Management:** Outstanding **5/5**
- **Asset Management:** Outstanding **5/5**

Comments:

Mayor Deborah Tarrant:

- Mac continues to provide a superior level of professionalism at all times, something that was sadly lacking at Town Hall prior to his tenure.

Commissioner Vicky Feaman

- Mac's skills are outstanding and he never stops adding new skills to his resume**.**

Commissioner Barbara Baldasarre:

- Demonstrates outstanding performance in all aspects of professional skills.

INTERACTIVE SKILLS

- **Interpersonal Relationships:** Outstanding **5/5**
- **Community Relations:** Outstanding **5/5**
- **Responsiveness:** Outstanding **5/5,**
- **Follows Direction:** Outstanding **4/5**, Exceed Expectations **1/5**

Comments:

Mayor Deborah Tarrant:

- Responsiveness and community relations are beyond outstanding. Residents do not hesitate to reach out to Mac. They appreciate that he responds to inquiries in a timely manner 100% of the time. Occasionally, directives are a bit too narrowly interpreted.

Vice Mayor Irene Kirdahy:

- Besides amicably working overall, Mac is a charming, kind and considerate person.

Commissioner Vicky Feaman:

- If Mac sees a better direction he will bring it to the Commission's attention immediately to discuss.

Commissioner Barbara Baldasarre

- Mac consistently demonstrates outstanding interpersonal skills. He relates well with all levels of personnel.

COMMUNICATION SKILLS

- **Commission:** Outstanding **5/5**
- **Press:** Outstanding **3/5**, Exceed Expectations **2/5**
- **Staff:** Outstanding **5/5**,
- **Residents/General Public:** Outstanding **5/5**
- **Relationship with Council:** Outstanding **5/5**

Comments:

Mayor Tarrant:

- Staff morale has improved tremendously with Mac at the helm. Mutual respect is now evident in all aspects of communication with staff and Commissioners.
- Communication with the press is very limited, which is fine with me.

Commissioner Barbara Baldasarre:

- Demonstrates effective communication skills. Have observed many interactions at all levels – including professional, residential, and supervisory.

Commissioner Jane Reiser

- I was sworn in as a Commissioner on June 15, 2021, so my interactions with Mac as a Commissioner is limited. However, as a new Commissioner and as a full-time resident, Mac has always answered questions in a very clear and concise manner. He has always been extremely professional and an excellent communicator. He is an excellent representative for our Town.

ADMINISTRATIVE SKILLS AND TRAITS

- **Job Knowledge:** Outstanding **5/5**
- **Coordination:** Outstanding **5/5**
- **Planning and Organization:** Outstanding **5/5**
- **Creativity:** Outstanding **4/5**, Exceed Expectations **1/5**
- **Operational Efficiency:** Outstanding **5/5**,
- **Honesty/Integrity:** Outstanding **5/5**
- **Adaptability:** Outstanding **5/5**
- **Initiative:** Outstanding **5/5**,
- **Resiliency:** Outstanding **4/5**, Exceed Expectations **1/5**
- **Ethical Standards:** Outstanding **5/5**

Comments:

Mayor Deborah Tarrant:

- Is accessible at all times, and energetically accepts that the position of Town Manager is not a 9 to 5 job.
- Makes time to be involved with a number of professional groups and organizations beyond Hillsboro Beach.
- Occasionally, needs to push back on constraints imposed by other entities/agencies, as opposed to accepting limitations that may not be in the best interest of Hillsboro Beach residents.

Commissioner Barbara Baldasarre:

- Extremely knowledgeable and effective in all aspects with highest integrity.

Commissioner Jane Reiser:

- As a resident and a member of the Charter Review Committee, I worked with our previous Town Manager, and I feel it is fair to use that as a point of comparison. Mac excels in all of the above categories compared to our initial experience with a Town Manager/Town Commission form of government.

STRENGTHS, WEAKNESSES AND PERFORMANCE OBJECTIVES

Strengths: What do you feel are some of this person's strongest attributes and finest accomplishments in the last twelve (12) months?

Mayor Deborah Tarrant:

- Integrity, honesty, strength of character, work ethic
- Budgeting and administrative skills, job knowledge, technology knowledge
- Transitioned the Police Department to a new chief without a wrinkle, improving professionalism in the process
- Has established a good working relationship with other City/Town Managers, specifically Deerfield Beach
- Responded aggressively to requests from Commissioners and residents for improved marine presence
- Supported legislation for single-file cycling, which ultimately passed into law
- Established/improved buoy line/swim zone for resident safety

Vice Mayor Irene Kirdahy:

- Taking the right steps to hire his new Police Chief, re-vamp Police Department procedures and productivity. Keeping on top of any new items and making sure Commission is aware of all.

Commissioner Vicky Feaman:

- The multiple projects that have been completed and on budget.

Commissioner Barbara Baldasarre:

- I have been fortunate to have worked closely with Mr. Serda this past year on the Condo Forum. He has had an opportunity to increase interaction with Condo Managers and Board Officers. He is always knowledgeable about topics or questions and his follow through is exceptional. He was also successful in influencing legislations related to bicycle safety. Very proud to have him as Town Manager.

Commissioner Jane Reiser:

- I do not feel I can answer the questions regarding Mac's strengths and weaknesses fairly, as I have not been privy to the "inside" details of the Town's priorities for the past 12 months.

Weaknesses: What areas of performance do you feel most need improvement? Do you have any suggestions for improvements in these areas?

Mayor Deborah Tarrant:

- Pursuing grant funding opportunities, ie., infrastructure, resiliency
- Challenging status quo, ie., not accepting UPS, Amazon, FedEx vehicles' "right" to block our road
- Lag time for projects, ie., Town Hall exterior renovation; easements for burying utilities, County agreement for recognition of Tourist Development Tax (TDT) dollars

Vice Mayor Irene Kirdahy:
None

Commissioner Barbara Baldasarre:
None

Commissioner Vicky Feaman:
None

Commissioner Jane Reiser:
None

New Objectives: List new priorities you would like to see addressed in the next year.

Mayor Deborah Tarrant:

- Pursue County recognition of TDT dollars contributed by short-term rentals, the Hillsboro Beach Resort, and the Hillsboro Club
- Pursue innovative methods to reduce wakes in No Wake Zone, ie., solar-powered speed sensors
- Finish exterior updates to Town Hall
- Complete first joint beach nourishment under contract with Deerfield
- Complete easement agreements for burying utilities
- Continue to question Dept of Transportation A1A project plan to protect residents' interests, ie., drainage & ROW

Vice Mayor Irene Kirdahy:
None

Commissioner Barbara Baldasarre:

- Continue with record digitalization.
- Continue his participation in Beach Re-nourishment including seeking funding.
- Continue his oversight of AIA Re-design project as it relates to the Town's best interest.

Commissioner Vicky Feaman:

- New development for proposed properties in Town.

Commissioner Jane Reiser:

- Our main focus for the coming year should be Florida Dept of Transportation (FDOT) A1A project for our road and coordinating all aspects of this project. The smoother the project, the less inconvenience there will be for our residents.
- Next would be any preliminary planning that can be done to bury our power lines.

Reviewed & Discussed
Town Commission Meeting
September 7, 2021 @ 9:00AM

Sherry D. Henderson, CMC
Town Clerk

TOWN OF HILLSBORO BEACH, FLORIDA

1210 Hillsboro Mile
Hillsboro Beach, Florida 33062

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

Town Manager Performance Evaluation Form

Town Manager Name: Mac Serda

Evaluation Period: Oct 2020 - Sept 2021

	Place a mark in the box that applies.				
Professional Skills	- Unacceptable	- Needs Improvement	- Meets Expectations	- Exceeds Expectations	- Outstanding
Leadership: Represents the Town in a professional manner; demonstrates a high degree of integrity; displays ability to handle crises; accepts constructive criticism; demonstrates courtesy, tact and skill in dealing with sensitive matters and in dealing with others; maintains an overall warm and personable attitude.					
Decision Making/Judgment: Makes timely decisions that are well thought out and in the best interest of the Town; accepts responsibility for outcomes; handles difficult situations in a professional and proactive manner.					
Coordination: Ability to work with others as a team and express individual viewpoint while coordinating and learning from the input of others.					
Planning and Organization: Works with Commission developing long- and short-term goals and objectives; makes effort to carry out the goals, policies and programs of the Commission; demonstrates the ability to anticipate needs of the Town and recommends options to appropriately respond to those needs; sets realistic objectives with appropriate time frames.					
Budgeting: Provides operating and capital improvement plans and other short- and long-range plans that anticipate the needs of the community; presents a timely annual budget which is well documented, organized and one which closely represents the goals of the Commission.					
Financial Management: Accurately and precisely reports and projects financial condition; budgets realistically; implements management practices and policies to maintain or achieve a sound long-term financial condition; uses debt appropriately; plans for long-term maintenance and replacement of infrastructure.					
Asset Management: Oversees the appearance and condition of Town-owned facilities, equipment, vehicles; reviews equipment and property for the purpose of future development and/or replacement.					

Comments: _____

SAMPLE

Interactive Skills	- Unacceptable	- Needs Improvement	- Meets Expectations	- Exceeds Expectations	- Outstanding
	Place a mark in the box that applies.				
Interpersonal Relationships: Demonstrates ability to cooperate, work and communicate with Commission, other Charter Officers, subordinates and outside contacts.					
Community Relations: Maintains positive relations with community groups and organizations; attends community functions; properly handles complaints from citizens.					
Responsiveness: Responds in a timely manner to the requests of Commission and residents.					
Follows Direction: Understands and follows Commission's direction.					

Comments: _____

Communication Skills	- Unacceptable	- Needs Improvement	- Meets Expectations	- Exceeds Expectations	- Outstanding
	Place a mark in the box that applies.				
Commission: Openly communicates with Commission, promptly and properly responds to requests, keeps Commission informed of current issues, remains accessible; provides support in carrying out Commission decisions.					
Press: Maintains constructive relations with press and communicates clearly; demonstrates effective listening, oral and written skills.					
Staff: Develops and maintains positive relations with Staff; communicates clearly; demonstrates effective listening, oral and written skills.					
Residents/General Public: Maintains constructive relations with the public; effectively utilizes tools such as newsletters, press releases, internet and public speaking opportunities to inform community about Commission action and policies.					
Relationship with Council: Develops and maintains an effective and professional dialogue with Town Commission on a formal and informal basis.					

Comments: _____

SAMPLE

	Place a mark in the box that applies.				
Administrative Skills and Traits	- Unacceptable	- Needs Improvement	- Meets Expectations	- Exceeds Expectations	- Outstanding
Job Knowledge: Demonstrates knowledge of all aspects of municipal government; has working knowledge of state and federal government.					
Coordination: Ability to work with others as a team and express individual viewpoints while coordinating and learning from the input of others.					
Planning and Organization: Establishes appropriate course of action for self and subordinates to accomplish goals; makes proper assignments of staff and appropriate use of resources; sets realistic objectives with appropriate time frames.					
Creativity: Identifies effective, efficient, and innovative solutions to problems.					
Operational Efficiency: Obtains the best possible result for the resources expended.					
Honesty/Integrity: Is consistently open, honest, straightforward and impartial.					
Adaptability: Responds positively and in a timely manner to a changing local government, a changing world, and a changing community.					
Initiative: Uses initiative to develop new programs to meet the needs of the Town or resolve identified problems; implements or modifies procedures and programs necessary to improve organizational effectiveness and efficiency.					
Resiliency: Maintains energy and motivation in spite of constant demands; handles stress well.					
Ethical Standards: Conforms to high standards of the profession.					

Comments: _____

SAMPLE

Strengths, Weaknesses and Performance Objectives

Strengths: What do you feel are some of this person's strongest attributes and finest accomplishments in the last twelve (12) months?

Weaknesses: What areas of performance do you feel most need improvement? Do you have any suggestions for improvements in these areas?

New Objectives: List new priorities you would like to see addressed in the next year.

Signature of Evaluator

Date

Printed Name of Evaluator

Date

SAMPLE

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: **New Roof on Pump House and Generator Building**
Submitting Dept: **Town Clerk, Sherry D. Henderson, Town Clerk**
Agenda Date: **September 7, 2021**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: None

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: **2021 Holiday Decor**
Submitting Dept: **Town Clerk, Sherry D. Henderson, Town Clerk**
Agenda Date: **September 7, 2021**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: None