AGENDA

Town of Hillsboro Beach Commission Meeting

April 7, 2020
9:00 AM

MAYOR
Honorable Deborah L. Tarrant

VICE MAYOR
Honorable Irene Kirdahy

COMMISSIONERS
Honorable Vicky Feaman
Honorable Barbara Baldasarre
Honorable Andrew R. Brown

TOWN MANAGER
William "Mac" Serda, ICMA-CM

TOWN ATTORNEY
Donald J. Doody

TOWN CLERK
Sherry D. Henderson, CMC

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

www.TownofHillsboroBeach.com

Established 1939

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile, Hillsboro Beach, Florida 33062

April 7, 2020 | 9:00 AM

VIRTUAL TOWN COMMISSION MEETING AGENDA

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

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

APRIL 7, 2020 "VIRTUAL" TOWN COMMISSION MEETING

A. **Virtual Commission Meeting**: The April 7, 2020 Town of Hillsboro Beach Commission Meeting will be a "Virtual" Meeting - utilizing Communications Media Technology ("CMT"), in accordance with Governor Ron DeSantis Executive Order No. 20-69, dated March 20, 2020, relating to Emergency Management & conducting Local Government Public Meetings in response to the Coronavirus (COVID-19) global health pandemic. Municipalities may conduct meetings of their governing boards without having a quorum of its members present physically or at any specific location, and utilizing communications media technology such as telephonic or video conferencing, as provided by Section 120.54 (5)(b)2, Florida Statutes.

B. **Access to the Meeting:** The Town of Hillsboro Meeting will use a cloud platform for video/audio conferencing and collaboration to hold the April 7, 2020 Virtual Town Commission Meeting. Log-in information will be provided, to ensure the public has the ability to view the meeting. Additionally, the Town has not selected a virtual platform that requires the public to purchase any additional software or equipment to watch this meeting.

C. **Public Comment:** Any member of the public wishing to comment publicly on any matter, including items on the agenda, may submit their comments by email to TownClerk@TownofHillsboroBeach.com. All comments submitted via email that, if read orally, are three minutes or less shall be read into the record. All comments submitted by email shall be made a part of the public record.When addressing the Town Commission, the member of the public must first state his or her name and address. If any member of the public requires additional information about this Town Commission Meeting or has questions about how to submit a public comment at the meeting, please contact: Sherry D. Henderson, Town Clerk TownClerk@TownofHillsboroBeach.com. To protect the public health, safety and welfare of the community, the Town of Hillsboro Beach Town Hall and municipal offices are closed to the public.

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

I. APPROVAL OF MINUTES

A. January 2, 2020 Special Commission Meeting

B. February 25, 2020 Special Assessment Public Hearing

C. March 9, 2020 Special Commission Meeting

II. PRESENTATIONS

A. Recycling Presentation by Stephanie Steinberg with the Green Team

III. DISCUSSION & POSSIBLE ACTION

A. Discussion on Sponsorship Support for "Cuisine of the Region" 20th Annual Charity Event, benefiting N.E. Focal Point CASA, Inc. - Tue, April 28, 2020

B. Discussion and Possible Action Town of Hiillsboro Beach 2020 Fair Share Allocation of $4,060.00 for Aging & Disability Resource Center of Broward County, Invoice #20030

C. Discussion and Possible Action on the Town's Water Leak Credit Policy

IV. RESOLUTIONS & CONTRACTS

A. **RESOLUTION NO. 2020-26**
Consideration to Appoint Primary and Alternate Representatives to Broward League of Cities Board for 2020-2021 Term

B. **RESOLUTION NO. 2020-27**
Consideration to Authorize Proper Town Officials to Execute Non-Ad Valorem Assessement Collection Agreement Between Broward County and Town of Hillsboro Beach, FL

C. **RESOLUTION NO. 2020-28**
Consideration to Approve and Accept Proposal from Moffatt & Nichol, Inc. dated March 24, 2020 for Expert Witness Services Relative to the Hillsboro/Deerfield Beach Groin Field Evaluation Project

D. **RESOLUTION NO. 2020-29**
Consideration to Approve and Authorize Appropriate Town Officials to Execute an Engagement Letter from S&P Global Ratings to Provide Rating Evaluation Services

E. **RESOLUTION NO. 2020-30**
Consideration to Appove and Authorize the Appropriate Town Officials to Execute the Professional Services Agreement for Chief of Police Position.

V. CONSENT - INVOICES FOR APPROVAL

A. **INFRAMARK** Invoice #48282 Services thru Jan 2020 **$7,886.04**

B. **INFRAMARK** Invoice #49838 Services thru March 2020 **$7,435.72**

C. **Akerman** Invoice #9543309 Services thru Feb 2020 **$35,724.03**

D. **Limousines of South Florida (LSF)** Invoice #20-0229-26 Services thru Feb 2020 **$5,615.88**

E. **Calvin, Giordano & Assoc, Inc. (CG&A)** Invoice #75330 Services thru Feb 2020 **$11,013.55**

F. **Shutts & Bowen, LLP** Invoice #1437399 Services thru Feb 2020 **$6,858.88**

G. **Goren, Cherof, Doody & Ezrol** Invoice #30528 **$6,674.90** (General Matters)

H. **Goren, Cherof, Doody & Ezrol** Invoice #30529 **$6,280.50** (Deerfield Beach)

I. **Goren, Cherof, Doody & Ezrol** Invoice #30530 **$1,424.95** (Purchase from Winter Sun Investments,LLC)

J. **Goren, Cherof, Doody & Ezrol** Invoice #30532 **$11,606.85** (St. of Florida Bond Validation 2020)

K. **Goren, Cherof, Doody & Ezrol** Invoice #30533 **$6,978.50** (David Pratt Appeal, Seagrape Revocable Trust)

L. **Sweetapple, Broeker & Varkas** Invoice #10892 Services thru Mar 2020 **$14,975.00** (TOHB vs Deerfield Beach)

VI. STAFF UPDATES - February 2020 Reports

A. **Broward County Water & Wastewater Services (BCWWS)**
Presented by Pat MacGregor

B. **Police Department**
Presented by Chief Nagy

C. **Finance Dept**
Presented by Stephen Bloom, Inframark

D. **Building & Permits Dept**
Presented by Steve Mitchell, Building Official, CG&A

E. **Code Compliance**
Presented by Mario Sotolongo

VII. TOWN MANAGER REPORT

A. **UPDATE ON COVID-19**
Emergency Order 2020-02 Safer At Home

B. PROPOSED 2020 BUDGET MEETING DATES

April 7, 2020 9:00 am (Tue)
Preliminary Discussion to Establish Budget Calendar

May 5, 2020 9:00 am (Tue)
Preliminary Budget Discussion to Establish Budget Priorities

July 7, 2020 9:00 am (Tue)
Preliminary Budget Review & Adoption of Proposed Millage Rate

Sept. 14, 2020 5:01 pm (Mon)
First Budget Hearing - Budget Review and Adoption of Tentative Millage Rate

Sept 23, 2020 5:01 pm (Wed)
Second Budget Hearing - Adoption of Final Budget & Millage Rate

VIII. TOWN ATTORNEY REPORT

A. EnviroDesign & Associates Limited Phase II Environmental Site Assessment
Ocean Reef Condo, property located at 1205 Hillsboro Mile, Hillsboro Beach, FL

IX. TOWN COMMISSION COMMENTS/REPORTS

X. PUBLIC COMMENTS

XI. 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
SPECIAL COMMISSION MEETING

THURSDAY **JANUARY 2, 2020** **4:30 P.M.**

CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE

Mayor Deborah L. Tarrant called the meeting to order at 4:30 p.m. Roll was called with the Commission members and staff present as listed below.

Town Commission:
Mayor Deborah L. Tarrant
Commissioner Andrew R. Brown
Commissioner Barbara Baldasarre
Vice Mayor Irene Kirdahy
Commissioner Vicky Feaman

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

APPROVAL OF AGENDA

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

Mayor Tarrant outlined the process for public comment during the meeting. She noted there would be an opportunity for everyone to speak and asked that a three (3) minute time limit to be observed.

I. RESOLUTIONS & CONTRACTS

A. Resolution No. 2020-01 – Consideration to Approve Contract Agreement Amendment with Winter Sun Investment, LLC to purchase property located at 1205 and 1206 Hillsboro Mile, Hillsboro Beach, FL 33062

Town Attorney DJ Doody read Resolution 2020-01 by title only.

Town Manager Mac Serda explained the Resolution before the Commission was related to the purchase of 1205 and 1206 Hillsboro Boulevard. The Contract Agreement required all property liens be removed within 30 days. Mr. Serda noted that while the Town had met the deadline, an outstanding lien remained through the County.

Mr. Serda stated the seller had agreed to extend the deadline to February 16 to allow the County sufficient time to satisfy the lien, and the current amendment would grant Town approval of the extension.

Mr. Doody stated the removal of liens was an important component of negotiation with the sellers. At the time the negotiations were undertaken, Mr. Doody stated the Town was confident they were aware of all Town-initiated code liens, and accordingly the Commission approved release of those liens at a public meeting. However, he explained, outside the control of the Town are those liens imposed by the County while the County was serving in the capacity of Code Enforcement for the Town.

Continuing, Mr. Doody explained he had discussed the release of the County lien with the County Attorney's office and received assurances they are amendable, but the issue would need to go before the County Special Magistrate on February 6. Mr. Doody outlined the process and noted the release may be subject to an administrative fee.

In response to a question from Vice Mayor Kirdahy regarding the timeline, Mr. Doody explained the period between February 6 and 16 would be used to complete the steps required to file the lien release.

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Feaman, to adopt Resolution 2020-01. In a roll call vote, the **motion** passed unanimously. (5-0)

II. TOWN MANAGER REPORT

None.

III. TOWN ATTORNEY REPORT

None.

IV. TOWN COMMISSION COMMENTS/REPORTS

A. Commissioner Andrew R. Brown

None.

B. Commissioner Barbara Baldasarre

None.

C. Commissioner Vicky Feaman

None.

D. Vice Mayor Irene Kirdahy

None.

E. Mayor Deborah L. Tarrant

None.

V. PUBLIC COMMENTS

Mayor Tarrant opened the public comment section of the meeting by putting to rest inaccuracies floating around in the community. She stated the purpose of the purchase was not to open a public beach, but to give the Town a way to get sand onto the beach without relying on Deerfield Beach of private property owners.

Continuing, Mayor Tarrant stated the north end of Town is currently devastated. She noted the Town received FEMA funding (from Hurricane Irma) and can get sand. She stated that for the people on the north end with no beach, this is a very important purchase.

Mayor Tarrant explained the four (4) small re-nourishments which had been done previously were done with the assistance of FEMA money. She stated there is no public access requirement to utilize FEMA funds. Mayor Tarrant asserted the Town was not building a fire station and explaining the purchase of the properties at 1205 and 1206 Hillsboro Mile would give the Town options for the future.

Mr. Doody explained it was important to understand that under the terms of the Contract for Sale, the Town was under a 120-day inspection period and was not yet fully committed to the transaction. He noted the Town was doing its due diligence.

Mayor Tarrant outlined the process to determine the purchase price, which included two (2) independent appraisals and negotiations. She stated the purchase price was approximately $3 million less than the original asking price for the property.

Heidi Burke, 1203 Hillsboro Mile (Shoreland), asked who had negotiated the purchase price. She stated it was sold for $12 million to be developed into condominiums two (2) years prior and said she felt the current price was exorbitant. She questioned the statement regarding the public beach, stating the issue was discussed at a prior meeting.

Mayor Tarrant agreed the public beach option was discussed, but the Commission had listened to the public and chosen not the follow that path.

Harry Ambrose, 1169 Hillsboro Mile, stated he felt it was premature to jump to the conclusion that acquiring this asset would result in a public beach like the pier in Deerfield Beach. He said all kinds of options are available in the future, such as selling the property. He stated he saw the purchase as a no-brainer which would leave the Town well served.

Manny Hernandez, 1021 Hillsboro Mile (Landmark), asked how the project would be financed.

Mr. Serda explained the Commission entertained a motion at a previous meeting to move forward with the assessment methodology, similar to how the 2010 beach re-nourishment was funded. He stated the bond and financial consultants would provide guidance at the next meeting.

Vice Mayor Kirdahy addressed the correlation between beaches and property values, noting the Town needed to keep the beach nourished to maintain property values for the sake of the residents.

Beth Falgo, 1170 Hillsboro Mile, asked how public access would be defined if that option was explored in the future, and what would be required to be eligible for State funding.

Mayor Tarrant explained the number of parking spaces and bathrooms available is used to determine primary access and secondary access. She stated if a future Commission

were to pursue it, primary access would require more than 100 parking spaces, and secondary space could have less spaces and features like a bike rack and shuttle stop.

Mark Silver, 1200 Hillsboro Mile, asked questions regarding the Contract for Sale and the appraisals used to determine the purchase price. He asked if the appraisal contemplated the value of the property after the easement was carved out.

Mr. Serda stated the market value of the east parcel without the 15-foot easement was not developed at the time of appraisal.

JR Fishman, 1203 Hillsboro Mile, stated the property had been available for years, and nothing was happening with it. He argued the asking price was inappropriate and not enough options had been explored.

Mr. Serda provided background on the engineering and coastal science related to beach nourishments and the appraisals used to assess the market value of the parcels.

Mr. Fishman expressed concern with the code liens related to 1205 and 1206 Hillsboro Mile being forgiven as part of purchase negotiations.

Mr. Serda explained the Town's leverage of code liens to encourage development in this case and others. He noted the lien amount was a soft cost and not necessarily revenue to the Town. He explained if the deal falls through, the liens would be reinstated.

Jane Reiser, 1050 Hillsboro Mile, stated she had been through enough Town meetings to know that no one in the room wanted a public beach. She encouraged residents to attend the monthly Commission Meetings, not just when there's a perceived problem.

Jay S. Levin, Esq. attorney for 1200 Hillsboro Mile, stated the meeting had allayed a lot of his client's concerns regarding location of a fire station or public beach, but he still had questions regarding purchase versus eminent domain. He argued eminent domain of a 15-foot easement would be a less expensive process and stated the question of public access should be more definite.

Mayor Tarrant stated the Commission would be willing to grant public access if it were the will of the property owners and said a straw poll would need to be used to give owners who were not local registered voters a chance to voice their opinions.

Mr. Levin asked if the Commission would consider renewing the independent appraisals of 1205 and 1206 Hillsboro Mile with and without the 15-foot easement.

Mr. Doody stated the question could not be decided at this time but could be discussed by the Commissioners and staff.

In response to a question from Mr. Levin, Mr. Doody stated the public comment requirement prior to executing the Contract for Sale was satisfied.

Javier Garcia, 1203 Hillsboro Mile, expressed concern regarding the potential for public access in the future and stated he felt the decision to purchase the property was rushed. He challenged the Commission to seek alternative ways to nourish the beach and to build relationships with the City of Deerfield Beach.

The Commissioners and Mr. Garcia discussed the previous time the issue of purchasing the property adjacent to Town Hall came before the Commission.

Mayor Tarrant clarified the relationship with Deerfield Beach was better than it had been in a decade, noting the Town testified on behalf of Deerfield Beach on a recent issue.

Vice Mayor Kirdahy stated she is on the Metropolitan Planning Board (MPO) and spoke on behalf of Deerfield Beach. She said she took umbrage to a comment that the Commission always agreed and expressed that everyone on the dais does their job for the good of the Town.

Commissioner Brown addressed the process the Commission had gone through leading up to the choice to pursue the purchase, including litigation against Deerfield Beach. He discussed the issues of fire protection and an easement for beach nourishment and stated the purchase of the property gives the Town options.

Mayor Tarrant addressed questions regarding financing, stating the financing model would be based on that worked out in 2010 for the beach nourishment.

VI. ADJOURNMENT

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Baldasarre, to adjourn the meeting at 5:45 p.m. In a roll call vote, the **motion** passed unanimously.

ADOPTED THIS _____ DAY OF _____, 2020

By: _____
Deborah L. Tarrant, Mayor

ATTEST:

_____
Sherry D. Henderson, CMC
Town Clerk

TOWN OF HILLSBORO BEACH, FLORIDA
1210 Hillsboro Mile • Hillsboro Beach, FL 33062
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DRAFT

MINUTES

TOWN OF HILLSBORO BEACH
SPECIAL ASSESSMENT PUBLIC HEARING

TUESDAY **FEBRUARY 25, 2020** **9:00 A.M.**

CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE

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

Town Commission:
Mayor Deborah L. Tarrant
Commissioner Andrew R. Brown
Commissioner Barbara Baldasarre
Vice Mayor Irene Kirdahy
Commissioner Vicky Feaman

Town Staff:
Town Manager Mac Serda

Town Attorney DJ Doody and James A. Cherof, Attorney
(Goren, Cherof, Doody & Ezrol, P.A. Law Firm)

Town Clerk Sherry D. Henderson, CMC

APPROVAL OF AGENDA

Town Attorney DJ Doody asked for an adjustment to the order of the Resolutions.

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

I. SPECIAL ASSESSMENT PUBLIC HEARING

A. Presented by Mark E. Raymond, Attorney Bond Counsel, Mark E. Raymond Law; Hank Fishkind, Ph.D., Director PFM Financial Advisors, LLC; and Jay Glover, Managing Director, PFM Financial Advisors, LLC

Mr. Doody explained the process for public comment and the procedures which would be followed. He noted there would be an opportunity for everyone to speak and asked that a three (3) minute time limit to be observed. He stated he had instructed the Commissioner not to respond to comments individually.

Bond Counsel Mark E. Raymond presented an overview of the bond issue, explaining notice of the public hearing was mailed to all residents and published in the Sun Sentinel Newspaper. He provided a brief history of the steps taken to move forward with a Special Assessment to purchase the property at 1205 and 1206 Hillsboro Mile and stated the final step to approving that assessment would be before the Commission later in the meeting.

Mr. Raymond explained once the Resolutions were approved, the next steps would be to ask a judge to validate the Assessment to determine everything had been done in a legal manner. He noted the specific terms of the Bond would be brought to the Commission for approval at a later time.

In response to a question from Mayor Tarrant, Mr. Raymond explained the timeline is determined based on the judge's calendar.

Hank Fishkind, Ph.D., Director PFM Financial Advisors, LLC, explained his firm serves as the Town's Financial Advisor and prepared the assessment report. He spoke on behalf of himself and Jay Glover, Managing Director, PFM Financial Advisors, LLC and explained the basis of his report, including the logical benefit and equitable allocation of the assessment.

Town Manager Mac Serda asked Dr. Fishkind to speak on the timeline following the validation by the court.

Dr. Fishkind stated as soon as a hearing date is set, his firm will move forward with the next steps in advance of the hearing date to allow the bonds to be sold at the end of the 30-day appeal period following the hearing.

Mayor Tarrant asked if Dr. Fishkind foresaw any change to interest rates related to the volatility in the stock market caused by the Coronavirus (COVID-19).

Mr. Fishkind explained potential risks, noting he did not see a benefit to delaying.

II. PUBLIC COMMENTS

Mr. Doody stated the Mayor and Commission would be holding a public hearing regarding Resolution 2020-14.

David Rabinisi, 1236 Hillsboro Mile, spoke in favor of the purchase. He stated he had been a resident of Hillsboro Beach for 36 years. He said he was skeptical and did a lot of research and believed land purchase was a win-win situation, with the purchase of the property providing the Town with an asset with multiple options.

Al Shore, 1147 Hillsboro Mile (Opal Towers), spoke in favor of the measure. He stated with climate change, residents need to do all they can to protect the beach. He gave a brief history of beach protection efforts the Town had undertaken in the past and addressed the inconvenience to the neighbors and costs. He noted both were a small price to pay for the asset being protected, and asked residents to focus on the positives.

Javier Garcia, 1203 Hillsboro Mile (Shoreland), spoke in opposition of the assessment. He read a statement outlining his concerns with the purchase. He stated he did not dispute the benefit of the beach nourishment but said he did not believe the property purchase was a special benefit to the Town. He stated the use of special assessment was simply a way for the Town to avoid submitting the issue to the will of voters.

Don Macejko, 1239 Hillsboro Mile, stated he did not have a problem with the assessment, but took issue with the method. He suggested the Town consider assessing based on linear footage.

Christopher Bates, Property Tax Consultant representing the Hillsboro Club, 901 Hillsboro Mile, stated the Hillsboro Club believed it was being overcharged under the assessment. He noted it would be the hardest location to support through the nourishment, and stated the Club is self-sufficient in re-nourishment. He stated he believed the special assessment violated the legal requirements.

Jay S. Levin, Attorney representing Dennis Alter at 1111 Hillsboro Mile, stated his client is in favor of the purchase and the assessment. He stated the project is a benefit to the community to protect the beach as a community asset.

Marc Ginsberg, 1221 Hillsboro Mile (Sea Club), stated he was a practicing attorney but spoke on behalf of himself as a property owner. He said he understands the need for beach re-nourishment but saw legal issues with the assessment. He explained his concerns, and stated he perceived the methodology was weighted toward single family homeowners and against condo owners.

Bob Mayer, 999 Hillsboro Mile, spoke in favor. He said he had been building homes in Hillsboro Beach for the past 25 years and the beach had always been an issue. He stated the current Town Commission had been amazing in its forward thinking and getting things done.

Martin Zucker, 1221 Hillsboro Mile, referenced the lawsuit against Deerfield Beach regarding beach re-nourishment, and asked that staff speak to the relationship between the lawsuit and land purchase. He asked why the Town couldn't wait to determine the results of the lawsuit before moving forward.

Kim Williams, 1221 Hillsboro Mile, suggested the meeting be tabled until a larger space could be found so that everyone could participate, saying she had seen several people leave. Ms. Williams read a meeting announcement from December 2019 stating the issue would go to vote and said she did not understand why that was not allowed to happen.

Robert Gallagher, 1050 Hillsboro Mile (LeBaron), asked if there would be a public referendum on the issue and whether the Commissioners had already made up their minds on the issue. He noted the Commission represents the people of the community.

Mark Sacilla, 1194 Hillsboro Mile, stated as president of his community association, he wanted to go on record as opposed to the assessment.

Laurie Barrett, 1194 Hillsboro Mile, stated she was also opposed to the assessment. She said the fact the cost of the beach re-nourishment itself was not included was an issue and questioned the addition of public parking spaces.

Cary Bayer, 1051 Hillsboro Mile, spoke in opposition of the assessment. He asked the Commission to consider a referendum to vote on the issue.

Tony Gardner, 1207 Hillsboro Mile (Recess), stated the 16 owners in his building are in opposition to the project and would like the Commission to consider beach re-nourishment alternatives such as groins.

Jerry Krevit, 1147 Hillsboro Mile, stated the Commission was equating sand with land, using a 10-year-old formula to determine taxation. He said properties with higher assessed values should be paying more than those with lower values.

Jane Reiser, 1050 Hillsboro Mile, spoke to previous comments. She stated that those in opposition did not speak for the residents of Hillsboro Beach, but a small number of them. She said if there isn't a beach, there aren't any property values, and people seem to be forgetting that. She noted the comment the Hillsboro Club should be exempt was foolish, because eventually they would not have a beach, either.

Henry Shiet, 1069 Hillsboro Mile, stated he believed the procedure was invalid and taking away the vote of the residents. He commented on ADA and seating options in the meeting room.

Irene Giordano, 1194 Hillsboro Mile, said she would like to know more about how the property would be paid for and what the benefits are.

Jonnie Whitner, 1194 Hillsboro Mile, stated she believed the issue should be put to a vote by the community.

Yolanda Foster, 1221 Hillsboro Mile, spoke in opposition of the assessment on behalf of herself and her husband.

Rasha Hasne, 1051 Hillsboro Mile, stated he was against the assessment & purchase.

Tanya Zucker, 1221 Hillsboro Mile, stated she was against the assessment & purchase.

Mark Sibeck, 1194 Hillsboro Mile, said she is in favor of beach re-nourishment but is in opposition to the assessment. She stated it is not clear what the total use of the property will be in the future.

Edna Desuza, 1155 Hillsboro Mile, stated she is impressed at how many people showed up and are interested in the issue. She said she is strongly opposed and feels more information is needed.

Margie Ravas, 1221 Hillsboro Mile, stated she agrees with those speaking in opposition and feels it should be put to a vote of the people.

Trudy Anderson, 1221 Hillsboro Mile, said she is in opposition to what has proceeded.

Beth Griffin, 1069 Hillsboro Mile, stated she opposes the assessment.

Gabby Davula, 1221 Hillsboro Mile, said she loves this place and does not want to see it become what it will be.

(Clerk's Note: Not clear if Gabby Davula's statement is in favor or against)

Nick Taleo, no address given, stated he objects and thinks the Town should use eminent domain to obtain the 15 feet necessary for beach access.

Ann Keller, 1057 Hillsboro Mile, stated she is concerned with beach preservation and applauds the effort, but disagrees with the particular method.

Lily Bayer, 1221 Hillsboro Mile, stated she is opposed to the issue and thinks the residents should have the ability to vote.

Steve Topher, 1063 Hillsboro Mile, asked if anyone had walked the property. He stated it needs a lot of improvement and he thinks it is a bad deal.

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Eric Medina, 1221 Hillsboro Mile, said he is a board member speaking on behalf of the landowner at Palm Hill in opposition. He said the residents have concerns regarding taxation and the way it is being apportioned.

Jenny (last name not provided), 1051 Hillsboro Mile, stated she is against the assessment.

Maurice Rosaro, 1057 Hillsboro Mile, stated the restriction of sand flow by surrounding communities has caused an issue. He noted concerns regarding opening the property as a public beach and said they should take the opportunity to preserve Hillsboro Beach and its character.

Tim Rutherford, 1200 Hillsboro Mile, stated he is against the purchase and said the current beach nourishment project is gone within days and is not working.

Bob Stephens, 1053 Hillsboro Mile, said his family had been enjoying the beach for more than 44 years. He stated he had investigated the Deerfield Beach position and said Hillsboro Beach does not currently have a standing because they do not own beach property. He referenced a beach nourishment project in France, and said they put rectangular rock and saved the beach. He said just pouring sand into a hole makes no sense.

Maureen Sullivan, 1207 Hillsboro Mile, stated there was a lack of transparency with the purchase, which led people to become skeptical. She asked if the State or Federal government could place stipulations on how the property could be used.

Nicole Geiser, 1203 Hillsboro Mile, spoke in opposition and stated she had spoken at several meetings. She said she understood the arguments of the Commission, but the purchase seems excessive to get 15 feet to put sand on the beach. She stated she had alternative ideas and said her property values would be impacted by a future public beach.

Marshall Geiser, 1203 Hillsboro Mile, spoke in opposition to the assessment. He said he and his wife (Nicole Geiser) would do whatever they have to from a legal standpoint to stop the property purchase. He stated he thinks it is a rush job and that is wrong.

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Mayor Tarrant closed the Public Hearing/ Public Comment.

She addressed comments and questions as follows:

- The financial implications for each owner are posted on the Town's website by folio number. She noted it is completely transparent and has been posted since January 21, 2020.
- The Town forgave $205,075 in liens, not $300,000 as was being circulated in writing prior to the meeting in connection with a petition.
- Liens are levied in an attempt to get a property up to code, not generate revenue. It is common in a purchase transaction for liens to be forgiven to facilitate transfer to an owner that will improve the property.
- Several alternative options were seriously explored. Many of the properties being pointed to were part of projects, inadequate, or belonged to someone else.
- The urgency in making the purchase comes down to the real estate adage "location, location, location." The location of this property is right in the middle of the mile-long stretch of beach which needs sand.
- It had been five (5) months and six (6) public meetings since the discussion started, there has been no rush.
- Interest rates are currently extremely low, and the 2011 loan assessment will be completed in 2021, making it a good time to consider a purchase.
- The issue is not on the March ballot because a special assessment does not require a referendum (vote). Originally the Commission thought a vote would be necessary and communicated such.
- In response to a question asking if residents in the north mile would be assessed more heavily than those in the south, she stated that was not how the formula was currently written but could be considered.
- The layout of the property will limit access, and she believes there will be fewer trespassers once the derelict building is gone, not an increased number.
- The Hillsboro Club receives sand from re-nourishments, so needs to be included in the assessment. Mr. Serda clarified no agreements are in place requiring special handling of The Hillsboro Club in relation to the 2010 re-nourishment.
- Information regarding the beach re-nourishment project in France was forwarded to the engineers for review and discussion. (mentioned by resident Bob Stephens earlier in the meeting)
- Residents originally argued against public access, so a Resolution is on the agenda to make clear the Commission's intentions to conduct a survey of all property owners prior to designating or granting public access relative to the property located at 1205-1206 Hillsboro Mile.

- Installation of groins by the Town of Hillsboro Beach would require installation along the full coastline, not 500 feet.
- In response to the question regarding eminent domain, Mayor Tarrant stated the community does not want the Town to go there. She noted the Town would still have to pay market price, and lawsuits would be involved.

Mr. Serda asked Mr. Raymond to address whether the assessment methodology was legal and appropriate as well as whether the use of an assessment for purchase of the property for beach nourishment was legal and proper.

Mr. Raymond explained the determination of the benefit of the property being assessed is a legislative determination, which is the reason the Town is validating the debt to make sure the process has been done legally.

In response to the public comment asking the objectives of the lawsuit against Deerfield Beach, Mr. Serda explained the hope is to stabilize the beach and perhaps neutralize the groins, while maintaining harmonious cooperation.

Mayor Tarrant added that she wanted to dispel the myth that the Elected/Appointed Officials in Hillsboro Beach and Deerfield Beach were on terrible terms. She said the Town/City Commissioners and staffs were on cordial terms, but everyone is looking out for the best interest of their residents. Continuing, Mayor Tarrant stated it appears to her that if Deerfield Beach would just do what their permits say they are required to do and mitigate downdrift damage, that would be it.

Mr. Serda clarified landscaping is planned on the property at 1205 and 1206 Hillsboro Mile to restrict outside access, and noted the project is open to ideas and input as it is developed. He stated the police proactively patrol vacant lots in Town and would continue to monitor the parcel.

Regarding the pricing of the property, Mr. Serda stated two (2) independent appraisals were conducted, and each new piece of data gathered since has reinforced the price. He addressed concerns over transparency, reading aloud text messages that were sent Town-wide inviting residents to a public meeting early in the process.

Continuing to address questions from the public comment section of the meeting, Mr. Serda stated the public had communicated loud and clear that a public beach was not wanted.

Mr. Serda stated the 15-foot beach access was critical, but space to stage and turn trucks is also a component of the need. He noted he and the contractor visited the properties which had been recommended as alternatives and noted concerns related to each.

Stephen Bloom, Inframark, gave a brief presentation regarding how and why the assessment methodology was arrived at by the Town's financial consultants. He shared sensitivity analysis and showed impact to example condos and single-family homes, as well as comparisons with other potential methods.

Mayor Tarrant explained the scenario was chosen for the same reason it was utilized for the previous re-nourishments. She pointed out a $1 savings to condo owners would result in an extra $259 to $1039 a year for single-family homeowners and outlined additional examples of inequities in other approaches. She stated single-family homeowners subsidize services to the condominiums property owners in a number of other ways.

Vice Mayor Kirdahy thanked everyone for their pointed comments and stated she appreciated most people having their opinions without making it personal.

Commissioner Feaman stated the Commission had done its due diligence and looked in every corner to find alternatives that would work as well as the purchase of the neighboring property would. She said she believed most people knew that the Commission had done everything in the best interest of the Town.

Commissioner Baldasarre said she had many sleepless nights and tried to take everything into consideration. She stated the can had been kicked down the road so many times, and it couldn't be kicked anymore. Now is the time to take action. She referenced concern about the marine sea turtles, and said if there isn't a beach, there won't be any turtles.

Commissioner Brown stated the questions Mr. Serda had summed up were the things the Commissioners asked early on as they sought answers. He noted they were not rushing to judgment, and felt the purchase is necessary to the Town going forward.

III. RESOLUTIONS AND CONTRACTS

A. **Resolution No. 2020-13** – Conduct Survey

Item moved to later in the agenda at the request of the Town Attorney.

B. Resolution No. 2020-14 – Assessment

Attorney James A. Cherof read Resolution 2020-14 by title only, noting the public hearing had already been opened and closed.

Motion made by Commissioner Feaman, seconded by Commissioner Brown, to approve Resolution 2020-14 as printed. In a roll call vote, the **motion** passed unanimously. (5-0)

C. Resolution No. 2020-15 - Bond

Mr. Cherof read Resolution 2020-15 by title only.

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Feaman, to approve Resolution 2020-15 as printed. In a roll call vote, the **motion** passed unanimously. (5-0)

A. Resolution No. 2020-13 – Conduct Survey

Mr. Cherof read Resolution 2020-13 by title only.

Mayor Tarrant commented the Resolution related to the public beach issue, pointing out it does not deal with something financial, but with something more important. She said she would not want to make the decision without feedback from all property owners.

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Brown, to approve Resolution 2020-13 as printed. In a roll call vote, the **motion** passed unanimously. (5-0)

IV. PUBLIC COMMENT

Ray Smutniak, 1149 Hillsboro Mile, asked how he would challenge the linear footage number utilized.

Mayor Tarrant referred him to speak with Mr. Serda outside the meeting.

Allen (no last name given), 1167 Hillsboro Mile, asked if the Town would concern hedging the interest rate by splitting the loan into two (2) pieces.

Mr. Serda explained a variable rate is not typically recommended in municipal settings because it cannot be planned for.

The Commissioners and staff discussed current low interest rates.

Joyce Keller, 1021 Hillsboro Mile, thanked the Commissioners for their hard work, and noted they work from a place of love for the Town. She said they are being forward looking, and construction comes with the territory.

Bob Stephens, 1073 Hillsboro Mile, thanked the Commission for the hard work and agreed there was no easy answer. He asked the Commission to put out a letter regarding what was brought up during the meeting in order to educate people on the details.

Javier Garcia, 1203 Hillsboro Mile, stated the issue was beyond letters. He read from an email sent when a vote was planned outlining deadlines for ballot verbiage. He stated it was clear to him when he received the email that he had a vote, and said it was disappointing that they did not have a vote.

Mayor Tarrant stated there are a tremendous number of property owners in Town who are not able to register to vote in Hillsboro Beach. She reiterated that the method being used to pay for the property had changed since the original discussion of a vote.

Marshall Geiser, 1203 Hillsboro Mile, asked the purpose of the survey. He noted it would not be binding.

Mayor Tarrant explained if utilized, the survey would be to gauge the interest of property owners prior to building a public access point.

Mr. Geiser questioned the purchase of the property, stating the Town could have negotiated a price because it had been on the market for a time.

Commissioner Brown stated there was a lot of false information circulating.

Mayor Tarrant stated they had said for months that the intent was not public beach access. **She closed the public comments.**

V. TOWN MANAGER REPORT

None.

VI. TOWN ATTORNEY REPORT

None.

VII. ADJOURNMENT

Motion made by Commissioner Baldasarre, seconded by Commissioner Feaman, to adjourn the meeting at 11:34 a.m. In a roll call vote, the **motion** passed unanimously.

ADOPTED THIS _____ DAY OF _____, 2020

By: _____
Deborah L. Tarrant, Mayor

ATTEST:

_____
Sherry D. Henderson, CMC
Town Clerk

DRAFT

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile, Hillsboro Beach, Florida 33062

MINUTES

SPECIAL COMMISSION MEETING

Monday, March 9, 2020 | 3:00 P.M.

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

TOWN MANAGER MAC SERDA, ICMA-CM
TOWN ATTORNEY DJ DOODY
TOWN CLERK SHERRY D. HENDERSON, CMC

CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE

Mayor Tarrant welcomed everyone and called the meeting to order at 3:00 pm
Town Clerk Henderson called roll and declared a quorum. Staff present as listed below:

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

Town Staff Included:
William "Mac" Serda, Town Manager, Donald "DJ" Doody, Town Attorney, and Sherry D. Henderson, Town Clerk

I. APPROVAL OF MINUTES

A. Minutes of the January 7, 2020 Board of Zoning Appeals Meeting

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

PUBLIC COMMENTS

There were none

II. ADJOURN There being no further business to come before the Town Commission, Commissioner Baldasarre motioned to adjourn, Commissioner Feaman seconded. With a vote of 5-0, the meeting adjourned. The Time was 3:06 p.m.

ROLL CALL - CLOSED SHADE SESSION Pursuant to Section 286.011 of the Florida Statutes.

The Shade Session was held between Town Commission, The Town Attorney, Town Manager, and Special Counsel to discuss the lawsuit presently pending in the 17th Judicial Circuit in and for Broward County, FL-Town of Hillsboro Beach v. City of Deerfield Beach, Case No. 17-007784 (08). The Closed Shade Session was held in the Community Room at Town Hall. Roll Call - All members of the Commission present. The Time was 3:08 pm.

ADJOURN Town Commission reconvened. There being no further business to come before the Town Commission, Commissioner Baldasarre motioned to adjourn, Commissioner Feaman seconded. With a vote of 5-0, the meeting adjourned. The Time was 7:25 p.m.

MARCH 9, 2020 SPECIAL COMMISSION MEETING MINUTES

ADOPTED THIS _____ DAY OF _____, 2020

By: _____
Deborah L. Tarrant, Mayor

ATTEST:

_____
Sherry D. Henderson, CMC
Town Clerk

draft

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: **Recycling Presentation by Stephanie Steinberg with the Green Team**
Submitting Dept: **Town Clerk, Sherry D. Henderson, Town Clerk**
Agenda Date: **April 7, 2020**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: None

N.E. Focal Point CASA*, Inc.

227 N.W. 2 Street, Deerfield Beach, FL 33441
Telephone (954) 480-4460
Fax (954) 571-4572

Child Care Center	Alzheimer's Center	Senior Center	Adult Day Services
(954) 480-4473	(954) 480-4460	(954) 480-4449	(954) 480-4470

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Joan Gould

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Karen Donaldson
William Giroux
Mitch Hinds
Cathy Limmer
Marsha Milot
Theresa Murchie
Patrick J. Murphy, Esq.
Kenny Nassar
Debbie Robins
Donna Root, RN
Richard Sales
Antonio Santos
Jane Schafrann
Jessica Shuler
Susan Y. Williams

Honorary Members
Connie Caloggero
Daniel Dodge
Joan Fink

Department of Active Aging
Donna DeFronzo, Director
Sherry Wilson, Asst. Director

February 24, 2020

Town of Hillsboro Beach
Mayor Tarrant & Commission
1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Dear Mayor,

We'd like to start by saying thank you for your continued support of the Souvenir Journal for our event. We have enclosed a copy of your ad and a contract for this year's journal in hopes that you will once again support the N.E. Focal Point CASA, Inc. Our annual charity event, Cuisine of the Region, will be held on Tuesday, April 28, 2020 at the DoubleTree by Hilton Deerfield Beach.

All proceeds will benefit the Children's, Alzheimer's, Senior and Adult Programs and Services offered at the Center for Active Aging.

Thank you for your ongoing assistance and support!

Sincerely yours,

Cuisine Committee 2020

A NOT FOR PROFIT CORPORATION

POINTS OF LIGHT AWARD

The NE Focal Point CASA, Inc. is a tax-exempt, not-for-profit charitable organization under Internal Revenue Code 501c3. Your gift is tax deductible to extend appropriate for you under IRS regulations. "A copy of the official registration and financial information may be obtained from the Division of Consumer Services by calling toll-free (800-435-7352) within the state. Registration does not imply endorsement, approval, or recommendation by the state."*

2020
Save the Date

20th Annual Charity Event

All proceeds benefit N.E. Focal Point CASA, Inc.*

***Children's, Alzheimer's, Senior and Adult Services**

A 501c3 not-for-profit organization

CUISINE OF THE REGION

A Food & Wine Tasting

"Celebrating Our Community"

Dinner by the Bite from South Florida's Finest Restaurants

Gourmet Desserts ~ Wines from Around the World

Tuesday, April 28, 2020

DoubleTree by Hilton

Deerfield Beach-Boca Raton

100 Fairway Drive, Deerfield Beach

50-50 Raffle Live & Silent Auction Door Prizes

General Admission 5:30 - 9:00 pm

Tickets $75.00 / $100.00 at the door

Tickets available at Center for Active Aging

227 N.W. 2 Street, Deerfield Beach, FL 33441

rwilliams@deerfield-beach.com

954-480-4460

CUISINE OF THE REGION

A Food and Wine Tasting Event

"Celebrating Our Community"

20th Annual Charity Event benefiting N.E. Focal Point CASA*, Inc.

***Children's, Alzheimer's, Senior, and Adult Services**

Tuesday, April 28, 2020
5:30 to 9:00 pm
DoubleTree by Hilton Hotel

Deerfield Beach-Boca Raton

SPONSOR PACKAGE

GOLD Sponsor ($2,500):
Full Page ad on back, inside front, or inside back cover, 10 Tickets, Recognition on Sponsor Board, Journal, Website & Social Media

SILVER Sponsor ($1,500):
Full Page ad, 8 tickets, Recognition on Sponsor Board, Journal, Website and Social Media

BRONZE Sponsor ($1,000):
Full Page ad, 6 Tickets, Recognition on Sponsor Board, Journal, Website and Social Media

PATRON ($500):
Full Page ad, 3 Tickets, Recognition on Sponsor Board, Journal, Website and Social Media

JOURNAL FULL COLOR AD CONTRACT

Full Page: $350.00 – Dimensions: $7^{1/2}$ x 10" – Vertical
Half Page: $225.00 - Dimensions: $7^{1/2}$ x $4^{7/8}$" – Horizontal
Quarter Page: $150.00 - Dimensions: $3^{5/8}$ x $4^{7/8}$"- Vertical
Card Size: $75.00 – Dimensions: $3^{5/8}$ x $2^{5/16}$" – Horizontal Only

---

I/We would like to support the "Cuisine of the Region," benefiting N.E. Focal Point CASA*, Inc., by subscribing to one of the following:

(1) SPONSOR LEVEL_____ (2) JOURNAL AD _____ in the amount of $ _____

☐ Cash ☐ Check ☐ VISA/MC Acct No. _____ Exp. Date _____

Please make checks payable to:
N.E. Focal Point CASA, Inc. – 227 N.W. 2nd Street – Deerfield Beach, FL 33441
☐ Copy Attached ☐ Copy to Follow ☐ Repeat last year's ad

Name: _____ Date: _____

Address: _____ City: _____ State: _____ Zip: _____

Email: _____ Phone: (___) _____ Signature: _____

Email completed ad in a PDF file to **richard@ambassadorprinting.com** and **rwilliams@deerfield-beach.com**

DEADLINE DATE FOR AD COPY: April 3, 2020

For additional information call: Richard Sales 561-703-0221 or Office at 954-480-4460

*N.E. Focal Point CASA, Inc. is registered with the FL Dept. of Agriculture and Consumer Service, Reg. #SC-02188. No professional solicitors are retained.
N.E.F.P CASA, Inc. receives 100% of all contributions.

TO OUR FRIENDS AT N.E. FOCAL POINT THANK YOU FOR YOUR GREAT ACCOMPLISHMENTS IN OUR COMMUNITY!

THE TOWN OF HILLSBORO BEACH

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

Please Support
Your Island Association
Doing Good Things for the Community.

DeerfieldBeach

Island Community Association

www.dbica.com

N.E. Focal Point CASA*, Inc.
*Children's, Alzheimer's, Senior and Adult Services
Center for Active Aging
227 N.W. 2nd Street
Deerfield Beach, FL 33441

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10 MAR '20
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RECEIVED
MAR 12 2020

Town of Hillsboro Beach
Mayor Tarrant & Commission
1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: **Discussion and Possible Action Town of Hiillsboro Beach 2020 Fair Share Allocation of $4,060.00 for Aging & Disability Resource Center of Broward County, Invoice #20030**

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

Agenda Date: **April 7, 2020**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

$4,060.00

3. RECOMMENDATION

ATTACHMENTS: 1. Aging & Disability - INVOICE 2020 Fair Share Allocation ($4,060) 3-10-2020

AGING & DISABILITY RESOURCE CENTER OF BROWARD COUNTY

ADRC
Aging & Disability Resource Center of Broward County
Pointing You in the Right Direction.

Charlotte Mather-Taylor, Executive Director

5300 Hiatus Road, Sunrise, Florida 33351
Elder Helpline: (954-745-9779)
Administration: (954-745-9567)
Fax: (954-745-9584)

AREAWIDE COUNCIL ON AGING
BOARD OF DIRECTORS

Pauline Grant
President

John G. Primeau
1st Vice President

Naushira Pandya, M.D.
2nd Vice President

Arthur Birken
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Manuel Synalovski, AIA

Mary Todd

HONORARY BOARD

Jack Brady

Audrey Millsaps

Joel Fass, in Memoriam

RECEIVED
MAR 10 2020

March 5, 2020

Mayor Deborah Tarrant
Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, Florida 33062

Dear Mayor Tarrant,

The Areawide Council on Aging is mandated, by both Federal Older Americans Act and State Community Care for the Elderly Legislation to raise a local 10% match.

We attempt to secure these funds for both our projects and our nonprofit 501(c)(3) organization through a Fair Share Methodology based on population 60 years of age and older. A copy of this correspondence was mailed to you March 28, 2019.

Please consider this correspondence as a request, along with invoice #20030, in the amount of $4,060, representing the 2020 Full Fair Share in matching funds requested from the Town of Hillsboro Beach.

If you have any questions, please feel free to contact our Finance Director, Natasha Elfarghali, at 954-745-9567, extension 10219.

Thank you for your advocacy and benevolence on behalf of your senior constituency.

Sincerely,

Charlotte C. Mather-Taylor

Charlotte Mather-Taylor
Executive Director

CMT:cm

Attachments: Invoice #20030

cc: William "Mac" Serda, Town Manager
Stephen Bloom, Finance Director
Sherry D. Henderson, Town Clerk

The Aging & Disability Resource Center of Broward County is administered by the Areawide Council on Aging of Broward County, Inc. and funded by Older Americans Act, Florida Community Care for the Elderly, Alzheimer Disease Initiative and Medicaid Waiver Legislation through the State Department of Elder Affairs.

RECEIVED

MAR 10 2020

INVOICE

Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road
Sunrise, FL 33351
Phone: (954) 745-9567
Fax: (954) 745-9584

Invoice No: 20030
Invoice Date: 03/05/2020

Invoice To:

William "Mac" Serda, Town Manager
Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, Florida 33062

For: Town of Hillsboro Beach 2020 Fair Share Allocation

TOTAL **$4,060**

Please make your check payable to Areawide Council on Aging and reference Invoice #20030 on your remittance. Thank you.

Aging & Disability Resource Center
of Broward County
5300 Hiatus Road
Sunrise, FL 33351

ADRC Aging & Disability Resource Center

MIAMI FL 331 06 MAR 2020 PM 5L

UNITED STATES POSTAGE PITNEY BOWES
02 1P $ 000.50⁰
0001838821 MAR 06 2020
MAILED FROM ZIP CODE 33351

Sherry D. Henderson, Town Clerk
Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, Florida 33062

RECEIVED
MAR 09 2020

33062-142073

RECEIVED
3-28-2019

EXPLANATION OF FAIR SHARE

Federal Dollars are provided to the Areawide Council on Aging through Older Americans Act Legislation. State Dollars are allocated by the Community Care for the Elderly Act. Both the Federal and State Dollars must be matched locally on a 90-10% ratio. This means that for every nine dollars provided by the Federal and State Governments, we must raise one dollar in Broward County.

FUNDS REQUIRING LOCAL MATCH FOR 2020

Federal Older Americans Act Dollars	$9,164,654
General Revenue	681,079
State Community Care for the Elderly	6,403,400
	$16,249,133
Local Matching Dollars Required	$1,805,459
Elder Abuse Prevention Program	100,000
Total Matching Funds Requested	$1,905,459

THE FAIR SHARE FORMULA

Since 1974, the Areawide Council on Aging has utilized a Fair Share Formula to request and receive Matching Funds from Broward's Cities and the County Commission. We divide the required Matching Funds by the number of elderly in Broward County to achieve a figure representing each Broward resident 60 years of age and older.

Projected 2020 Broward Total Population 60 and Over	451,208
Representative Fair Share Dollar Amount per Senior Resident 60 or Over: $1,905,459 divided by 451,208	$ 4.22

We request each City to pay 2/3 of the Fair Share Dollars for their senior constituency and the County to pay 1/3. We further ask the County to pay the Full Fair Share for each senior resident of the unincorporated areas.

Fair Share Request per Senior Resident:			$ 4.22
City Share Request per Senior Resident:	$4.22 x (2/3)	=	$ 2.81
County Share Request per Senior Resident:	$4.22 x (1/3)	=	$ 1.41
			$ 4.22

FAIR SHARE REQUEST FROM HILLSBORO BEACH

Number of Residents over 60 in Your Town	1,445
Fair Share Request per Senior Resident in Your Town	x 2.81
TOTAL FAIR SHARE REQUEST	**$4,060**

In 2018, the Areawide Council provided Your Town with Services Totaling Over: **$9,177**

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 the Town's Water Leak Credit Policy**
Submitting Dept: **Town Manager, Sherry D. Henderson, Town Clerk**
Agenda Date: **April 7, 2020**

1. BACKGROUND/HISTORY

Periodically the Town of Hillsboro Beach receives water credit requests and there is no guidance providing the conditions when a credit, if ever, is warranted. The purpose of the attached proposed policy is to recognize that under some conditions, a leak credit is warranted. Staff has prepared a summary of these requests on the next page for the Commission's review and consideration.

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

Credits will be applied toward the Account Holder's next water billing once approved. The impact will be a loss of revenue, but the amount is unknown as it depends on the likelihood of occurrences over the next year. As an estimate, the credits are likely to total $5,000 - 10,000 annually.

3. RECOMMENDATION

Staff recommends that the Town Commission review and approve the policy for issuing a water credit.

Attachments:
1. Summary of Water Credits
2. Water Credit Forms

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

ATTACHMENTS:
1. Leak Credit Policy
2. Copy of leak credit summary

Town of Hillsboro Beach

Water Credit Policy

The Town of Hillsboro Beach Water Utility **may** consider a potential credit for excess water consumption that resulted in **substantial** increase in water bill charges due to the following:

- Single or Multiple Residential Leaks
- Major Irrigation Leaks

WATER DEPARTMENT

The Town of Hillsboro Beach Water Department is responsible for managing its water distribution system which consists of the water mains that deliver water to the residents of Hillsboro Beach. Each resident is provided water through a water meter service, that consist of a service line connecting a water meter to the distribution water main. The water meters is installed on a curb stop meter valve, using a meter flange located immediately in front of and behind the water meter and located inside the meter box or meter vault.

The Water Department's responsibility ENDS at the meter flange immediately located after the water meter. The Town of Hillsboro Beach is NOT liable for water leaks occurring in any piping structure(s) immediately following the meter flange after the water meter.

REQUIREMENTS FOR CREDIT

- A "Customer Request for Water Credit" form must be filled out completely and signed within 30 days of the leak occurrence and repair. (Forms are also located on Town's Website)
- The identification of where and how the leak occurred and the explanation of the repairs, along with an attached copy of the repair bill from a licensed plumber must be included for credit consideration.

IMPORTANT ADDITIONAL INFORMATION

- All Water Credits over $750 must have approval by the Town Commission, anything under $750 may be approved by the Town Manger.
- The review and approval process can take up to 90 days.

Version Date: March 9, 2020

DRAFT

IMPORTANT ADDITIONAL INFORMATION (continued)

- The water leak can only be considered for a single billing cycle.
- No credits are issued due to leaks caused by a third party.
- If a licensed plumber did not complete the repair, then the leak will not be considered for credit.
- Incomplete forms or supporting documentation will delay the process. Account holders will be contacted if additional information is required for credit consideration.
- Credits will be calculated based on the average consumption of the prior 12 months. This calculated average will then be subtracted from the disputed month.
- Any late fees or disconnection fees will not be considered in the credit amount
- Once a water credit is approved, only one (1) adjustment per address (either irrigation or domestic accounts) will be considered within a three (3) year period for the same leak.

Water credit approvals or denials will be communicated to the Account Holder. Appeals on any water credit denials may be submitted within a 30 day time period to the City Clerk for hearing by the Special Magistrate Denied appeals will be subject to a $250 admin fee.

DRAFT

Town of Hillsboro Beach
Summary of City Water Credit Policies

Credit Terms	Broward County	City of Fort Lauderdale	North Lauderdale	City of Palm Beach	City of Pompano	City of Deerfield	City of Boca Raton	Town of Hillsboro Beach *DRAFT*
Process	Notification must be submitted within 30 days after customer has detected a plumbing concern and repaired it. No Credits are issued due to leaks caused by a 3rd Party.	Provides credits for all types of Water Meters leaks. Requires customer affidavit and repair confirmation.	Provides credits due to a leak that was underground or concealed in wall or foundation, or by act of vandalism- Form must be completed and signed by the property owner within 15 days of the repair completion.	Does not offer individual credits- May offer adjustments due to acts of nature and an insurance claim must be submitted.	Offers credit for catastrophic leaks only. No credit for negligence causing increased usage.	Does not offer credit for any customer site leak. Rarely credits commercial leaks.	The bill in question must be double the customer's average consumption. Must contact customer service within 4 months from the date in question.	Notification of residential or irrigation leaks must be submitted with 60 days of the leak occurrence and repair.
Requirements	Provide completed form and Plumber License # required	Notarized Affidavit requesting leak credit and copy of bill or written statement from licensed plumber / location of leak and date of repairs.	Signed form and attach a copy of the detailed repair bill including location of leak and address	N/A	No Form- email proof of repair by a licensed plumber or visit city hall in person.	N/A	Fill out form and provide receipt of repairs	Fully completed and signed form identifying problem and proof of repair by licensed plumber.
How often credits are allowed	Once every 3 years	N/A	Only 1 adjustment applied for the same repair within a 5 year period	N/A	A total of 2 months of credits per year	N/A	Adjustments are given once every 3 years with proof of repairs and every 5 years without proof of receipt	One adjustment every 3 years for the same repair.
Calculation of credit	N/A	Average 12 mo. of consumption & credit the difference	50% of the difference between the usage units of the requested single billing cycle and the average usage over the last 12 billing cycles	N/A	Based on a 4 Tiered Billing Consumption Method which identifies the percentage credited	N/A	N/A	Average comsumption of the prior 12 months. This calculated Average will be subtracted from the disputed month.
Processing Time Frame	Up to 90 days to process	N/A	Up to 45 days for processing	N/A	N/A	N/A	N/A	Up to 90 days to process and must be approved by the Town Commission
Other Notes:	N/A	N/A	10% of the disputed bill must be paid. No Late fees or disconnection fees credited.	N/A	Waste water on commercial property is capped at 10,000 gallons.	N/A	Must still submit payment for disputed month to avoid late fees or disconnection.	Must still submit payment for disputed month to avoid late fees or disconnection.

3/30/2020

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: **RESOLUTION NO. 2020-26**
Consideration to Appoint Primary and Alternate Representatives to Broward League of Cities Board for 2020-2021 Term

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

Agenda Date: **April 7, 2020**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:
1. 26 - BLC Board Appointments
2. 2020-2021 Board Appointments
3. Board Meeting Attendance 2019-2020

State of Florida
Broward County
Town of Hillsboro Beach

Adopted by the Hillsboro Beach Mayor and Commission on this _____ day of _____, 2020.

RESOLUTION NO. 2020-26

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPOINTING _____, _____ AND _____ AS ITS PRIMARY REPRESENTATIVE AND ALTERNATES TO THE BROWARD LEAGUE OF CITIES FOR THE TERM OF 2020-2021; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Hillsboro Beach, Florida has determined that it is in the best interest of the citizens and residents of the Town of Hillsboro Beach to appoint a primary representative and alternates to the Broward League of Cities for the term of 2020-2021.

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

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

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida hereby appoints _____ as its Director Primary Representative, _____ as Alternate and _____ as Second Alternate to the Broward League of Cities for the term of 2020-2021.

SECTION 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 5. This Resolution shall take effect immediately upon its adoption.

ADOPTED by the Town Commission of the Town of Hillsboro Beach, Florida this _____ day of _____2020.

TOWN OF HILLSBORO BEACH, FLORIDA

_____
Deborah L. Tarrant
Mayor

ATTEST:

_____
Sherry D. Henderson, CMC
Town Clerk

RESOLUTION NO. 2020-26
RECORD OF TOWN COMMISSION VOTE:

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

MEMORANDUM

To: City Clerks
From: Mary Lou Tighe, Executive Director
Date: March 16, 2020
Re: 2020-21 Board of Director Appointments

According to the League By-Laws:

- Each city shall appoint a Director, Alternate, and Second Alternate to attend and vote at any Board of Directors or General Membership meeting held where he/she represents his/her municipality.

- It is the responsibility of each Director to communicate with his/her respective municipal officials, employees, and constituents concerning actions taken or to be taken by the Board of Directors or the general membership. Directors are responsible for bringing issues of collective importance to the attention of the Board of Directors.

- Each member of the Board of Directors shall notify his or her Alternate to attend Board of Director Meetings when that voting member will not attend. The Alternate shall have the right to participate and vote. In the event the Alternate cannot attend, the Alternate shall notify his or her Second Alternate to attend Board of Director meetings when the Alternate cannot attend. The Second Alternate shall have the right to participate and vote.

Please agenda the selection of your Director, Alternate, and Second Alternate for an upcoming commission meeting. See the attached attendance record for the last year. **The deadline for board appointments is April 30, 2020**. The term will begin on May 16, 2020, when members are sworn in at the Annual Gala and will end in May of 2021.

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

==========

Municipality: TOWN OF HILLSBORO BEACH, FLORIDA

Commissioner/Council Appointments:

Director: _____

Alternate: _____

Second Alternate: _____

2019-2020 OFFICERS
President Daniel J. Stermer
Mayor, Weston
1st Vice President Traci Callari
Commissioner, Hollywood
2nd Vice President Beverly Williams
Commissioner, Lauderdale Lakes
Secretary Bill Harris
Commissioner, Dania Beach
Treasurer Gary Resnick
Commissioner, Wilton Manors

DIRECTORS
Immediate Past President Tim Lonergan
Commissioner, Oakland Park
Past President Greg Ross
Mayor, Cooper City
Past President Susan Starkey
Vice Mayor, Davie
Past President M. Margaret Bates
Vice Mayor, Lauderhill
Past President Joy Cooper
Mayor, Hallandale Beach
Past President Frank Ortis
Mayor, Pembroke Pines
Barbara Baldasarre
Commissioner, Hillsboro Beach
Peggy Brown
Commissioner, Weston
Felicia Brunson
Commissioner, West Park
Anthony Caggiano
Commissioner, Margate
Joy Carter
Vice Mayor Coral Springs
Mark Douglas
Commissioner, Sunrise
Todd Drosky
Vice Mayor, Deerfield Beach
Rhonda Eaton
Commissioner, Pompano Beach
Michelle Gomez
Mayor, Tamarac
Tom Green
Vice Mayor, Wilton Manors
Dale Holness
Mayor, Broward County
Anabelle Lima-Taub
Commissioner, Hallandale Beach
Bob Mayersohn
Vice Mayor, Parkland
Doug McKay
Mayor, Southwest Ranches
Wayne Messam
Mayor, Miramar
Ashira Mohammed
Mayor, Pembroke Park
Heather Moraitis
Commissioner, Fort Lauderdale
Tim Neal
Councilmember, Sea Ranch Lakes
Lauren Odman
Vice Mayor, Dania Beach
Alfred "Buz" Oldaker
Commissioner, Lauderdale-by-the-Sea
Judy Paul
Mayor, Davie
Iris Siple
Vice Mayor, Pembroke Pines
Matthew Sparks
Mayor, Oakland Park
Lynn Stoner
Mayor, Plantation
Ken Thurston
Mayor, Lauderhill
Becky Tooley
Commissioner, Coconut Creek
Glenn Troast
Mayor, Lighthouse Point
Lorenzo Wood
Vice Mayor, North Lauderdale

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

Mary Lou Tighe
Executive Director
Sely Cochrane
Deputy Executive Director

Suite 122 Governmental Center, 115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Phone: 954.357.73
Internet: www.browardleague.org

Board Meeting Attendance 2019-2020

	6/6/2019	9/5/2019	10/3/2019	11/7/2019	12/5/2019	2/6/2020	3/5/2020	4/2/2020	5/7/2020
Daniel J. Stermer	X	X	(excused)	X	X	X	X		
Traci Callari	X	X	X	X	X	X	X		
Beverly Williams	X	X	X	X	X	X	X		
Bill Harris	(excused)	X	X	X	X	X	X		
Gary Resnick	X	(excused)	X	(excused)	(excused)	X	X		
Tim Lonergan	X	X	X	X	(excused)	X	(excused)		
Greg Ross	(alt.)	X	(excused)	X	X	X	X		
Susan Starkey	(excused)	(excused)	X	X	X	X	X		
Margaret Bates	X	X	(excused)	X	(excused)		(excused)		
Frank Ortis	(excused)	X	X	X	X	(excused)	X		
Barbara Baldasarre	X	(alt.)	X	(ALT.)	(excused)	X	X		
Peggy Brown	X		X	X		X	X		
Felicia Brunson	X	X		X	X	X	X		
Anthony Caggiano		X	X	X	X		X		
Joy Carter	X	(alt.)	X	X	X	X	X		
Mark Douglas	X	X	(ALT.)	X	X	X	X		
Todd Drosky	X	X	X	X	X	X	X		
Rhonda Eaton	X		X	X	X	(excused)	(ALT)		
Michelle Gomez	X	X	X	X	X	X	X		
Tom Green	~	~	~	~	~	~	X		
Dale Holness	(excused)	X							
Anabelle Lima-Taub				(excused)	(excused)				
Bob Mayersohn	X	X	X	X	X	X	X		
Doug Mckay	X			X					
Wayne Messam		(excused)	X	X					
Ashira Mohammed		X	(ALT.)	X	X		(excused)		
Heather Moraitis	(excused)	X	X	(excused)	(excused)	X	(excused)		
Tim Neal	X	X		X	X				
Lauren Odman	X	(excused)	(excused)	X	X	X	X		
Buz Oldaker	X	X	X	X	X	X	X		
Judy Paul	X	X		(excused)		X	X		
Iris Siple	X	X	X		X		(excused)		
Matthew Sparks	X		X		X	X	X		
Lynn Stoner	X	X	(excused)	X	X	X	(excused)		
Ken Thurston	X	X	X		(excused)	X	X		
Becky Tooley	X	X	X	X	X	X	X		
Glenn Troast									
Lorenzo Wood	X	(alt.)	X	X		(alt.)	(ALT)		

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: **RESOLUTION NO. 2020-27**
Consideration to Authorize Proper Town Officials to Execute Non-Ad Valorem Assessement Collection Agreement Between Broward County and Town of Hillsboro Beach, FL

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

Agenda Date: **April 7, 2020**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:
1. 27 - non ad valorem assessment collection agreement
2. Non Ad Valorem Collection Agreement Form (TOHB)

State of Florida
Broward County
Town of Hillsboro Beach

Adopted by the Hillsboro Beach Mayor and Commission on this ____day of _____, 2020.

RESOLUTION NO. 2020-27

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE THE NON-AD VALOREM ASSESSMENT COLLECTION AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF HILLSBORO BEACH, FLORIDA; 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 Non-Ad Valorem Assessment Collection Agreement between Broward County and Town of Hillsboro Beach, Florida.

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 Non-Ad Valorem Assessment Collection Agreement between Broward County and Town of Hillsboro Beach, Florida. 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 _____ 2020.

TOWN OF HILLSBORO BEACH, FLORIDA

_____
Deborah L. Tarrant, Mayor

ATTEST:

_____
Sherry D. Henderson, CMC
Town Clerk

RESOLUTION NO. 2020-27
RECORD OF TOWN COMMISSION VOTE:

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

NON-AD VALOREM ASSESSMENT COLLECTION AGREEMENT
BETWEEN BROWARD COUNTY AND TOWN OF HILLSBORO BEACH, FLORIDA

This is an Agreement, made and entered into by and between: Broward County, a political subdivision of the state of Florida ("County"), and Town of Hillsboro Beach, Florida, a municipality of the State of Florida ("Town") (collectively referred to as "Parties"). The date of this Agreement is the later date set forth in the execution portion hereof.

RECITALS

A. Town desires to utilize the provisions set forth in Section 197.3632 Florida Statutes, relating to the uniform method for the levy, collection, and enforcement of non-ad valorem assessments ("Uniform Method").

B. Town represents and warrants that it has complied with the provisions of Sections 197.3632, Florida Statutes, and all other applicable provisions of constitutional and statutory law and related rules to enable Town to levy non-ad valorem assessments ("Special Assessments") for the acquisition and improvement of land for beach renourishment purposes.

C. In order to utilize the Uniform Method, Section 197.3632, Florida Statutes, requires Town to enter into a written agreement with the tax collector to provide for the reimbursement of necessary administrative and actual collection costs incurred by the tax collector in performing its ministerial duties.

D. Pursuant to the Broward County Charter, the Broward County Finance and Administrative Services Department performs all functions and duties of the office of tax collector.

NOW, THEREFORE, in consideration, of the promises, covenants, and obligations contained herein, and subject to all requirements of state law relating to the levy of non-ad valorem assessments, the Parties hereto agree as follows:

1. Recitals. The truth and accuracy of each recital set forth above is acknowledged by the Parties.

2. Uniform Method. Commencing with the tax roll of 2020, County shall collect the non-ad valorem assessments provided to County from Town pursuant to the applicable procedures set forth in Section 197.3632, Florida Statutes.

3. Term. The term of this Agreement shall commence upon execution and shall continue year to year. Town shall provide written notice to County by the 10th day of January preceding the start of County's fiscal year of the Town's intent to discontinue using the Uniform Method ("Notice of Intent"). Upon County's receipt of the Notice of Intent, this Agreement shall be deemed terminated as of the date on the Notice of Intent.

4. Compliance with Uniform Method. Town shall comply, at all times, with the requirements,

obligations, duties, and procedures set forth in Sections 197.3632, Florida Statutes, and Rule 12D-18, Florida Administrative Code, as currently enacted or as may be amended from time to time, and such requirements, obligations, duties, and procedures are incorporated herein by reference as if set forth in full.

5. County Collection Actions are Ministerial. Town acknowledges that: (i) the non-ad valorem assessments are imposed by Town and not County, (ii) it is the sole responsibility and duty of Town to follow all procedural and substantive requirements for the levy and imposition of non-ad valorem assessments, and (iii) all actions of County in conjunction with the Uniform Method of collection of any non-ad valorem assessments imposed by Town are, and shall be construed at all times, as purely ministerial acts.

6. Reimbursement. Town shall be responsible for all necessary administrative and actual collection costs ("Costs") which are incurred by County for performing the activities contemplated herein and authorized in Section 197.3632, Florida Statutes. Additionally, Town shall reimburse County for any separate tax notice necessitated by the inability of County to merge the non-ad valorem Special Assessment roll as certified by Town pursuant to Section 197.3632(7), Florida Statutes.

7. Distribution. County shall distribute to Town the non-ad valorem assessments collected pursuant to this Agreement in substantial compliance with the provisions of Section 197.383, Florida Statutes, less Costs retained by County.

8. Termination. This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. Further if the non-ad valorem assessment that is the subject matter of this Agreement shall be determined to be illegal by a court of competent jurisdiction, this Agreement shall be terminated upon such finding becoming final.

9. Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Broward County Records, Taxes and Treasury Division
Attn: Director
Governmental Center, Room 120
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email address: tkennedy@broward.org

FOR TOWN:
Town of Hillsboro Beach, Florida
1210 Hillsboro Mile
Hillsboro Beach, FL 33062
Email address:

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

11. Assignment Prohibited. Neither this Agreement nor any term or provision hereof or right hereunder shall be assignable by either party. Any attempt to make such assignment shall be void.

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

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

14. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court, or the United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, TOWN AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY**

TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

15. Amendments. No modification, amendment, or alteration in the terms or conditions contained in in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and Town.

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

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

18. Use of County Logo. Town shall not use County's logo in any marketing or public Town materials without the prior written consent of County. This Agreement is, however, part of the public record.

19. Materiality and Waiver or Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

20. Compliance With Laws. Town must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

21. Execution Date. The date of the execution of this Agreement shall mean the last day upon which it becomes fully executed by County and Town.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, signing by and through its County Administrator, authorized to execute same by Board action, on the 8th day of August, 2015, and Town, signing by and through its Town Manager, duly authorized to execute same.

COUNTY

WITNESS:

_____
Printed Name:

_____
Printed Name:

Broward County, by and through
its County Administrator

By:_____
Name: Bertha Henry
Title: County Administrator
Date: _____ __, 2020

Approved as to form for County 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

TOWN

WITNESS:

_____
Printed Name:

_____
Printed Name:

Town of Hillsboro Beach

By:_____
Name: William Serda
Title: Town Manager
Date: _____ __, 2020

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: **RESOLUTION NO. 2020-28**
Consideration to Approve and Accept Proposal from Moffatt & Nichol, Inc. dated March 24, 2020 for Expert Witness Services Relative to the Hillsboro/Deerfield Beach Groin Field Evaluation Project

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

Agenda Date: **April 7, 2020**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:
1. 28 - moffatt & nichol proposal expert witness
2. 2020-03-24 PRO Hillsboro Deerfield Expert Witness

RESOLUTION NO. 2020-28

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, ACCEPTING THE PROPOSAL FROM MOFFATT & NICHOL, INC. DATED MARCH 24, 2020 FOR EXPERT WITNESS SERVICES RELATIVE TO THE HILLSBORO/ DEERFIELD BEACH GROIN FIELD EVALUATION PROJECT; 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 accept the Proposal from Moffatt & Nichol dated March 24, 2020 for Expert Witness services relative to the Hillsboro/ Deerfield Beach Groin Field Evaluation Project.

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

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

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida hereby approves the Work Authorization and accepts the Proposal from Moffatt & Nichol dated March 24, 2020 for Expert Witness services relative to the Hillsboro/ Deerfield Beach Groin Field Evaluation Project. A copy of the Proposal is attached hereto and identified as Exhibit “A”.

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

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

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

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

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

TOWN OF HILLSBORO BEACH, FLORIDA

_____
Deborah L. Tarrant, Mayor

ATTEST:

_____
Sherry D. Henderson, CMC
Town Clerk

moffatt & nichol

2937 SW 27th Avenue, Suite 101A
Miami, FL 33133

(305) 230-1924
www.moffattnichol.com

9225-01

March 24, 2020

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

Attn: Cindy Laquidara
Akerman, LLP
50 North Laura Street, Suite 3100
Jacksonville, Florida 32202

RE: CONSULTING SERVICES RELATIVE TO HILLSBORO/DEERFIELD BEACH GROIN FIELD EVALUATION, BROWARD COUNTY, FLORIDA

Dear Ms. Laquidara:

Pursuant to our recent discussions, Moffatt & Nichol (M&N) is pleased to present this proposal to provide Expert Witness services relative to the Hillsboro/Deerfield Beach Groin Field Evaluation Project (Project). M&N prepared a coastal engineering study of the Deerfield Beach groin field on shoreline evolution on behalf of the Town of Hillsboro Beach (Town) dated November 2018. This study included the application of numerical models of nearshore sediment transport and shoreline change, informed by the available data, literature, and engineering experience of the project team. The study assessed the groin field's impact (relative to the impacts of other coastal processes) on adjacent shorelines. M&N's Senior Coastal Engineer, Dr. Yong Chen, has also participated in a deposition relative to this study as part of ongoing litigation between the Town and the City of Deerfield Beach.

The following work tasks outline the scope of services to be provided by M&N for the Town:

EXHIBIT "A" – SCOPE OF SERVICES

Part 9 – Pre-Trial Preparation and Litigation Support

Dr. Yong Chen will coordinate with the legal team to conduct background research and review technical information and other relevant documents to prepare for the upcoming trial tentatively scheduled for October 2020. Dr. Chen will maintain contact with the legal team relative to scheduling calls and meetings and relative to the review of technical information. This scope will include the following coordination efforts:

- WebEx or telephone conference calls:
- In-Person meetings (southeast Florida or Jacksonville; Akerman offices), with an estimated duration of approximately eight (8) hours each. For each meeting, an additional twelve (12) hours is anticipated for mobilization/demobilization.

Part 10 - Expert Witness Testimony

Dr. Chen will provide testimony in the trial, if the litigation goes to trial, as coordinated with the legal team. Dr. Chen will provide testimony as he is senior technical lead engineer for the 2018 report, and he has provided coastal engineering services in Florida since 2008. Dr. Chen has over 30 years of experience that includes global projects. Approximately thirty (60) hours is anticipated for participating in the trial to include ongoing coordination with the legal team.

Assumptions and Conditions

- For days during the trial, the rates will be charged at half or full day unless cancelled with 24 hours' notice.
- This scope includes coordination and consulting with the legal team; as well as any required engineering studies associated with Pre-Trial Preparation and litigation support.
- Mediation – included as part of Pre-Trial Preparation.
- Settlement – included as part of Pre-Trial Preparation.
- Additional research or review of technical documents not associated with the litigation can be provided under a separate scope of services.
- The consulting services are limited to engineering services; all legal support to be provided by law firms retained by the Town.
- The consulting and testimony will be provided in accordance with Chapter 471 F.S. and applicable sections of Chapter 455 F.S. along with FAC Rule Chapter 61G15.
- M&N's will provide professional services consistent with the applicable professional standard of care. M&N does not offer any warranties or guarantees, and Client recognizes that M&N's consulting and expert testimony under this scope may or may not result in a desirable decision in court relative to this litigation.

Fee Schedule

Part	Description	Type	Fee
9	Pre-Trial Preparation	Hourly	$230 per hr
10	Expert Witness Testimony	Hourly	$230 per hr

General

This scope of work is subject to the attached amendment to the existing agreement for services with the Town and is valid to be executed for sixty (60) days.

We look forward to the opportunity to work with the Town of Hillsboro Beach on this beach management Study. Should have any questions regarding this proposal, please do not hesitate to contact me at (786) 725-4180 or tblankenship@moffattnichol.com.

Sincerely,
MOFFATT & NICHOL

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

TKB:tb

Enclosures

AMENDMENT TO AGREEMENT

AMENDMENT NO. 20

Project Name: Hillsboro Beach Nourishment

Project No.: 9225-00

THE AGREEMENT, dated **January 7th, 2016**, between **Town of Hillsboro Beach** and Moffatt & Nichol for services on the above named Project is hereby amended as follows:

1.0 SERVICES

M&N will provide the expert witness services as outlined in the scope of services dated March 24, 2020 attached as "Exhibit A."

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

Amendments 1-19

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, INC.	**TOWN OF HILLSBORO BEACH**
By:	By:
Name: T. K. Blankenship, P.E.	Name:
Title: Business Unit Leader	Title:
Date:	Date:

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: **RESOLUTION NO. 2020-29**
Consideration to Approve and Authorize Appropriate Town Officials to Execute an Engagement Letter from S&P Global Ratings to Provide Rating Evaluation Services

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

Agenda Date: **April 7, 2020**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:
1. 29- S&P Global Engagement Letter
2. S&P Global Ratings (Engagement Letter)

State of Florida
Broward County
Town of Hillsboro Beach

Adopted by the Hillsboro Beach Mayor and Commission on this ____ day of_____, 2020.

RESOLUTION NO. 2020-28

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE AN ENGAGEMENT LETTER FROM S&P GLOBAL RATINGS TO PROVIDE RATING EVALUATION SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve and authorize the appropriate Town officials to execute an Engagement Letter from S&P Global Ratings to provide rating evaluation services.

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

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

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida, hereby approves and authorizes the appropriate Town officials to execute an Engagement Letter from S&P Global Ratings to provide rating evaluation services; a copy of the Engagement 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 _____ 2020.

TOWN OF HILLSBORO BEACH, FLORIDA

_____
Deborah L. Tarrant, Mayor

ATTEST:

_____
Sherry D. Henderson, CMC
Mayor

RESOLUTION NO. 2020-28
RECORD OF TOWN COMMISSION VOTE:

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

S&P Global
Ratings

55 Water Street
New York, NY 10041

spglobal.com/ratings

March 9, 2020

William "Mac" Serda
Town Manager
Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, FL 33062
(954) 427-4011
mserda@townofhillsborobeach.com

Dear Mr. Serda:

Thank you for your request for a rating evaluation service ("Evaluation") from S&P Global Ratings. This agreement ("Agreement"), including the attached *Terms and Conditions* and Exhibits A and B which are expressly incorporated herein and made a part of this Agreement, sets forth the terms and conditions under which S&P Global Ratings will perform the Evaluation for **Town of Hillsboro Beach** ("you" or the "Client").

The parties agree to amend the attached Terms and Conditions as follows:

1. Replace the provision titled "Governing Law" in its entirety with the following:

Reservation of Rights. The parties to this Agreement do not waive, and reserve the right to contest, any issues regarding sovereign immunity, the applicable governing law and the appropriate forum for resolving any disputes arising out of or relating to this Agreement.

Exhibit A sets out what each party has agreed to provide to the other. Exhibit B sets out information relating to the fees for the Evaluation.

Please sign below to indicate that the Client accepts the statements contained in this Agreement, agrees to comply in all respects with the terms and conditions in this Agreement, and acknowledges its full understanding of the scope and limitations of the Evaluation. Please return a signed copy of this letter to me and Andrew Gonzalez, Andrew.Gonzalez@spglobal.com.

S&P Global Ratings is pleased to be of service to you. For more information please visit our website at www.spratings.com. Please do not hesitate to contact us if we can be of further assistance.

Yours sincerely,
S&P Global Ratings,
acting through
Standard & Poor's Financial Services LLC

By: Michelle Smithen

Michelle Smithen
Director

CONFIRMED, AGREED AND ACCEPTED
BY CLIENT AS OF THE DATE FIRST ABOVE
WRITTEN

Town of Hillsboro Beach

By:

Name: Deborah L. Tarrant
Title: Mayor
Date:

cc. Andrew.Gonzalez@spglobal.com

Exhibit A
S&P Global Ratings Rating Evaluation Service
Other information

Client will provide to S&P Global Ratings:

- Signed engagement letter.
- Client's pro-forma income, balance sheet and cash flow statements, if applicable.

A detailed explanation of two hypothetical scenario to be evaluated (including any relevant tax information) by one Rating Evaluation Committee.

S&P Global Ratings will provide to the Client in verbal and written format:

- A detailed report indicating either: (a) the result of the Evaluation based on the hypothetical scenario(s) provided to S&P Global Ratings by the Client which will be expressed in the form of an initial indicative rating outcome; or (b) if the Client has a current rating(s), the probable impact of the hypothetical scenario(s) on the Client's current rating(s) expressed in the form of an indicative rating(s) outcome, together with the supporting rationale in each case.
- An explanation of any applicable adjustments and assumptions based on the information provided to us, including if applicable, cash flows, stresses and credit support.

S&P Global Ratings may decide in its sole judgment to discontinue work on the Evaluation if information from credible sources (e.g. a filing registration or public statement by the client) indicates to S&P Global Ratings that a hypothetical scenario provided by the Client is no longer hypothetical. Further, the Client must not refer to the Evaluation (including for the avoidance of doubt, any indicative rating outcome) in the context of any debt offering (whether verbally or in any bond or bank loan documentation or marketing material or otherwise).

Services that S&P Global Ratings will not provide:

- Tax analysis of any hypothetical scenario submitted.
- Assistance in formatting or formulating a hypothetical scenario.
- Assistance in designing or structuring any securities.
- Recommendation as to the type of debt and/or equity the Client should sell or any other advice.

Exhibit B
S&P Global Ratings Rating Evaluation Service
Fees

The Client and S&P Global Ratings have agreed that the Evaluation will consist of an analysis of the hypothetical scenario(s) as noted in Exhibit A.

The fee for the Evaluation will be US$10,000 plus all applicable value-added, sale, use and similar taxes.

An additional fee of US$5,000 plus all applicable value-added, sale, use and similar taxes will be charged for any subsequent hypothetical scenario presented for evaluation after the first Rating Evaluation Committee.

The Client will also reimburse S&P Global Ratings for its reasonable legal fees and travel expenses, if any, incurred in connection with the services described in this Agreement.

S&P Global Ratings reserves the right to charge additional fees if details of the hypothetical scenario(s) or any data or information provided to S&P Global Ratings by the Client in connection with the Evaluation changes materially during the term of this Agreement.

S&P Global Ratings will notify the Client if the fee is expected to be higher than the amount stated above.

In the event that this Agreement is terminated by the Client after S&P Global Ratings begins its analysis or if S&P Global Ratings cannot complete the Evaluation because of lack of information and/or cooperation from the Client or a hypothetical scenario is deemed by S&P Global Ratings to no longer be hypothetical, the Client shall pay S&P Global Ratings a fee calculated on the basis of S&P Global Ratings time and effort, plus any costs and charges incurred by S&P Global Ratings to date plus all applicable value-added, sale, use and similar taxes and in any event the Client shall pay S&P Global Ratings a minimum fee of US$25,900 plus all applicable value-added, sale, use and similar taxes. The Client agrees to pay any fees upon receipt of an invoice from S&P Global Ratings.

S&P Global Ratings will invoice the Client after the results from the first Rating Evaluation Committee have been communicated to the Client or on any earlier termination of this Agreement.

Payment of any fees is not conditioned on any particular Evaluation outcome.

S&P Global Ratings

S&P Global Ratings Terms and Conditions Applicable To Rating Evaluation Service – the Americas

You understand and agree that:

General. The credit ratings and other views of S&P Global Ratings, including without limitation, a rating evaluation service ("Evaluation"), are statements of opinion and not statements of fact. An Evaluation and other views of S&P Global Ratings are not recommendations to purchase, hold, or sell any securities and do not comment on market price, marketability, investor preference or suitability of any security. While S&P Global Ratings bases its Evaluations and other views on information provided by you and your agents and advisors, and other information from sources it believes to be reliable, S&P Global Ratings does not perform an audit, and undertakes no duty of due diligence or independent verification, of any information it receives. Such information and S&P Global Ratings' opinions should not be relied upon in making any investment or financial decision. S&P Global Ratings does not act as a "fiduciary", an investment advisor or risk management advisor. S&P Global Ratings neither recommends nor will recommend how you can or should achieve a particular Evaluation or credit rating outcome nor provides or will provide consulting, advisory, financial or structuring advice. To the extent permitted by applicable law, you will be liable to S&P Global Ratings and its affiliates for all Losses actually incurred and directly resulting from (x) a claim relating to S&P Global Ratings' provision of the Evaluation, or (y) a claim that the provision by you or your authorized agents and advisors of information to S&P Global Ratings hereunder infringes or violates the intellectual property rights of a third party. For the purposes of this paragraph, "Losses" means losses, damages, liabilities, judgments, costs, charges, expenses and reasonable attorneys' fees, including any such losses arising from claims asserted by a third party against S&P Global Ratings, in each case as finally determined by a court of competent jurisdiction in a proceeding in which you are a party. Losses do not include amounts resulting from S&P Global Ratings' gross negligence, intentional wrongdoing or willful misconduct as finally determined by a court of competent jurisdiction in a proceeding in which you are a party.

Not a Credit Rating. An Evaluation is not a credit rating and should not be represented as a credit rating. An Evaluation is a confidential analytical service provided by S&P Global Ratings based on one or more hypothetical scenarios provided to S&P Global Ratings by a rated or unrated issuer or potential issuer that is considering strategic or financial initiatives that could impact its creditworthiness. An Evaluation does not involve surveillance.

All Credit Rating Actions and Evaluations in S&P Global Ratings' Sole Discretion. S&P Global Ratings may assign, raise, lower, suspend, place on CreditWatch, or withdraw a credit rating, and assign or revise an Outlook on a credit rating, or provide an Evaluation, at any time, in S&P Global Ratings' sole discretion. S&P Global Ratings may take any of the foregoing actions notwithstanding any request for a confidential or private credit rating or an Evaluation or a withdrawal of a credit rating, or termination of this Agreement.

Dissemination. The Evaluation, including any related letter or report, will be provided by S&P Global Ratings to you on a confidential basis. You may not disclose the Evaluation, including any related letter or report, to third parties except (i) as required by law or regulation, or for regulatory purposes, or (ii) to third parties that are bound by appropriate confidentiality obligations; and in each case, only in accordance with law and in its entirety without any changes. A breach of your obligations under this paragraph shall constitute a material breach of this Agreement. If an Evaluation is disclosed other than in accordance with this Agreement, S&P Global Ratings reserves the right to publicly comment on the Evaluation and/or publish the Evaluation or any related letter or report. S&P Global Ratings may publish explanations of S&P Global Ratings' credit ratings criteria or rating evaluation service methodology from time to time and nothing in this Agreement shall be construed as limiting S&P Global Ratings' ability to modify or refine its credit ratings criteria or rating evaluation service methodology at any time as S&P Global Ratings deems appropriate. The provisions of this paragraph are subject to the restrictions on disclosure of Confidential Information set forth in this Agreement.

Information to be Provided by You. For so long as this Agreement is in effect, in connection with the Evaluation provided hereunder, you will provide, or cause to be provided, as promptly as practicable, to S&P Global Ratings all information requested by S&P Global Ratings in accordance with its applicable published credit ratings criteria or rating evaluation service methodology, including the relevant hypothetical scenarios to which the Evaluation relates in writing. The Evaluation may be affected by S&P Global Ratings' opinion of the information received from you or your authorized agents and advisors. All information provided to S&P Global Ratings by you or your authorized agents and advisors regarding the Evaluation, will, as of the date such information is provided, contain no untrue statement of material fact nor omit a material fact necessary in order to make such information, in light of the circumstances in which it was provided, not misleading. A material breach of the agreements in this paragraph shall constitute a material breach of this Agreement.

Confidential Information. For purposes of this Agreement, "Confidential Information" shall mean verbal or written information that you or your authorized agents and advisors have provided to S&P Global Ratings and, in connection with providing such information, have indicated in writing that the information is "Confidential." Notwithstanding the foregoing, information disclosed by you or your authorized agents and advisors to S&P Global Ratings shall not be deemed to be Confidential Information, and S&P Global Ratings shall have no obligation to treat such information as Confidential Information, if such information (i) was known by S&P Global Ratings at the time of such disclosure and was not known by S&P Global Ratings to be subject to a prohibition on disclosure, (ii) was known to the public at the time of such disclosure, (iii) becomes known to the public (other than by an act of S&P Global Ratings or its affiliates) subsequent to such disclosure, (iv) is disclosed to S&P Global Ratings by a third party subsequent to such disclosure and S&P Global Ratings reasonably believes that such third party's disclosure to S&P Global Ratings was not prohibited, (v) is developed independently by S&P Global Ratings or its affiliates without reference to the Confidential Information, or (vi) is approved in writing by you or your authorized agents and advisors for public disclosure. S&P Global Ratings is aware that U.S. and state securities laws may impose restrictions on trading in securities when in possession of material, non-public information and has adopted securities trading and communication policies to that effect.

S&P Global Ratings' Use of Information. Except as required by applicable law or regulation or otherwise provided herein, S&P Global Ratings shall not disclose Confidential Information to third parties.

S&P Global Ratings may use Confidential Information to (i) provide an Evaluation, as well as to make internal determinations about commercial arrangements for its Evaluation activities, (ii) assign, raise, lower, suspend, place on CreditWatch, or withdraw a credit rating, and assign or revise an Outlook on a credit rating, as well as to make internal determinations about commercial arrangements for its credit rating activities, and (iii) share Confidential Information with its affiliates or agents engaged in the credit ratings business who are bound by appropriate confidentiality obligations ("Ratings Affiliates and Agents")

Subject to the other provisions herein, S&P Global Ratings may also use, and share Confidential Information with any of its affiliates or agents engaged in other financial services businesses who are bound by appropriate confidentiality obligations ("Other Affiliates and Agents", and together with Ratings Affiliates and Agents, "Affiliates and Agents"), for modelling, benchmarking and research purposes.

Subject to the other provisions herein, S&P Global Ratings may publish and/or share with its Affiliates and Agents, who also may publish, data aggregated or derived from Confidential Information, excluding data that is specific to and identifies individual debtors, customers or clients.

S&P Global Ratings acknowledges for itself and on behalf of its affiliates that you may be entitled to seek specific performance and injunctive or other equitable relief as a remedy for S&P Global Ratings' or its affiliates' disclosure of Confidential Information in violation of this Agreement. S&P Global Ratings and its Affiliates and Agents reserve the right to use, publish, disseminate, or license others to use, publish or disseminate any non-Confidential Information provided by you, or your authorized agents and advisors.

S&P Global Ratings Not an Expert, Underwriter or Seller under Securities Laws. S&P Global Ratings has not consented to and will not consent to being named an "expert" or any similar designation under any applicable securities

laws or other regulatory guidance, rules or recommendations, including without limitation, Section 7 of the U.S. Securities Act of 1933. S&P Global Ratings is not an "underwriter" or "seller" as those terms are defined under applicable securities laws or other regulatory guidance, rules or recommendations, including without limitation Sections 11 and 12(a)(2) of the U.S. Securities Act of 1933. S&P Global Ratings has not performed the role or tasks associated with an "underwriter" or "seller" under the United States federal securities laws or other regulatory guidance, rules or recommendations in connection with this engagement.

Office of Foreign Assets Control. As of the date of this Agreement, (a) neither you nor any of your subsidiaries, or any director or corporate officer of any of the foregoing entities, is the subject of any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC Sanctions"), (b) you are not 50% or more owned or controlled, directly or indirectly, individually or collectively, by one or more persons or entities that is or are the subject of OFAC Sanctions, and (c) to the best of your knowledge, no entity 50% or more owned or controlled by a direct or indirect parent of you is the subject of OFAC Sanctions. For the purposes of clause (c) in this section, "parent" is a person or entity owning or controlling, directly or indirectly, 50% or more of you. For so long as this Agreement is in effect, you will promptly notify S&P Global Ratings if any of these circumstances change.

Entire Agreement. Nothing in this Agreement shall prevent you or S&P Global Ratings from acting in accordance with applicable laws and regulations. Subject to the prior sentence, this Agreement, including any amendment made in accordance with the provisions hereof, constitutes the complete and entire agreement between the parties on all matters regarding the Evaluation provided hereunder. The terms of this Agreement supersede any other terms and conditions relating to information provided to S&P Global Ratings by you or your authorized agents and advisors hereunder, including without limitation, terms and conditions found on, or applicable to, websites or other means through which you or your authorized agents and advisors make such information available to S&P Global Ratings, regardless if such terms and conditions are entered into before or after the date of this Agreement. Such terms and conditions shall be null and void as to S&P Global Ratings.

Limitation on Damages. S&P Global Ratings does not and cannot guarantee the accuracy, completeness, or timeliness of the information relied on in connection with an Evaluation or the results obtained from the use of such information. S&P GLOBAL RATINGS GIVES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. S&P Global Ratings, its affiliates or third party providers, or any of their officers, directors, shareholders, employees or agents shall not be liable to you, your affiliates or any person asserting claims on your behalf, directly or indirectly, for any inaccuracies, errors, or omissions, in each case regardless of cause, actions, damages (consequential, special, indirect, incidental, punitive, compensatory, exemplary or otherwise), claims, liabilities, costs, expenses, legal fees or losses (including, without limitation, lost income or lost profits and opportunity costs) in any way arising out of or relating to the Evaluation provided hereunder or the related analytic services even if advised of the possibility of such damages or other amounts except to the extent such damages or other amounts are finally determined by a court of competent jurisdiction in a proceeding in which you and S&P Global Ratings are parties to result from gross negligence, intentional wrongdoing or willful misconduct of S&P Global Ratings. In furtherance and not in limitation of the foregoing, S&P Global Ratings will not be liable to you, your affiliates or any person asserting claims on your behalf in respect of any decisions alleged to be made by any person based on anything that may be perceived as advice or recommendations. In the event that S&P Global Ratings is nevertheless held liable to you, your affiliates, or any person asserting claims on your behalf for monetary damages under this Agreement, in no event shall S&P Global Ratings be liable in an aggregate amount in excess of the aggregate fees paid to S&P Global Ratings for the Evaluation giving rise to the cause of action except to the extent such monetary damages directly result from S&P Global Ratings' intentional wrongdoing or willful misconduct. The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence), or otherwise. Neither party waives any protections, privileges, or defenses it may have under law, including but not limited to, the First Amendment of the Constitution of the United States of America.

Termination of Agreement. This Agreement may be terminated by either party at any time upon written notice to the other party. Except where expressly limited to the term of this Agreement, these Terms and Conditions shall survive the termination of this Agreement.

No Third–Party Beneficiaries. Nothing in this Agreement, or the Evaluation when provided, is intended or should be construed as creating any rights on behalf of any third parties, including, without limitation, any recipient of the Evaluation. No person is intended as a third party beneficiary of this Agreement or of the Evaluation when provided.

Binding Effect. This Agreement shall be binding on, and inure to the benefit of, the parties hereto and their successors and assigns. Subject to the limitations contained in this Agreement, S&P Global Ratings shall be liable for the conduct of its affiliates that would otherwise constitute a breach of the terms of this Agreement if S&P Global Ratings had engaged in such conduct itself.

Severability. In the event that any term or provision of this Agreement shall be held to be invalid, void, or unenforceable, then the remainder of this Agreement shall not be affected, impaired, or invalidated, and each such term and provision shall be valid and enforceable to the fullest extent permitted by law.

Amendments. This Agreement may not be amended or superseded except by a writing that specifically refers to this Agreement and is executed manually or electronically by authorized representatives of both parties.

Reservation of Rights. The parties to this Agreement do not waive, and reserve the right to contest, any issues regarding sovereign immunity, the applicable governing law and the appropriate forum for resolving any disputes arising out of or relating to this Agreement.

S&P Global Ratings – Data Protection Appendix to Terms and Conditions

1. **This Appendix:** This Data Protection Appendix ("**Appendix**") is incorporated into the Engagement Letter and S&P Global Ratings Terms and Conditions (together, the "**Agreement**") between S&P Global Ratings and you. In the event of conflict, this Appendix takes priority over the provisions of the Agreement but solely to the extent of the conflict.

2. **Definitions:** All words, terms or phrases, the meaning of which are defined in the Agreement, shall have the same meaning where used in this Appendix. In this Appendix, the following terms shall have the following meanings:

   "**controller**", "**processor**", "**data subject**", "**personal data**", "**processing**", "**process**", "**special categories of personal data**" and "**joint controller**" shall have the meanings given in Applicable Data Protection Law; where these terms are not defined in the Applicable Data Protection Law, they shall have the meaning given to them in the GDPR;

   "**Analytical Data**" means underlying personal data contained within the information which is provided to S&P Global Ratings for the purposes of the provision of the Services, such as the personal data of individuals who have financial products in place which are relevant to the issuing of a rating;

   "**Applicable Data Protection Law**" shall mean, as applicable, the **EU General Data Protection Regulation (Regulation 2016/679)** (as may be amended, superseded or replaced) ("**GDPR**") and all other supplemental or implementing laws relating to data privacy in the relevant European Union member state, including where applicable the guidance and codes of practice issued by the relevant supervisory authority, and/or all applicable analogous privacy laws of other countries;

   "**Client Data**" means personal data of data subjects, such as your employees, associates or partners, that is provided to S&P Global Ratings during the provision by S&P Global Ratings of the Services to you, such as name, job title, name of employer, office email address, office physical address, internet protocol address, office telephone number and language selection (and excludes special categories of personal data);

   "**Data**" means Analytical Data and Client Data;

   "**Permitted Purpose**" means processing:

   (A) by employees, officers, consultants, agents and advisors of S&P Global Ratings or its affiliates of Data: (i) to provide ratings and other products and services (the "**Services**") to you, (ii) to communicate with you regarding the Services that may be of interest to you, (iii) as described in the S&P Global Ratings' Use of Information section of the Agreement and (iv) as otherwise permitted in the Agreement;

   (B) of personal data by you to access and use the Services;

   "**Standard Contractual Clauses**" means standard contractual clauses (adopted by European Commission Decision 2004/915/EC on 27 December 2004) for the transfer of personal data from controllers in the EU to controllers in jurisdictions outside the European Economic Area, a copy of the current version of which is accessible at: https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32004D0915 and which shall be deemed incorporated into this Appendix by reference solely for purposes of Clause 8 of this Appendix and within which you are the "**Data Exporter**" and S&P Global Ratings is the "**Data Importer**."

3. **Disclosure of data:** Each party will only disclose personal data to each other to process strictly for the Permitted Purpose.

4. **Relationship of the parties:** Except as may be specifically otherwise agreed, the parties acknowledge that you are a **controller** of the Data you disclose to S&P Global Ratings and that S&P Global Ratings will process the Data you disclose to S&P Global Ratings as a separate and independent controller strictly for the Permitted Purpose. In no event will the parties process the Data as joint controllers. Each party shall be individually and separately responsible for complying with the obligations that apply to it as a controller under Applicable Data Protection Law. Please see our Customer Privacy Policy (available at https://www.spglobal.com/corporate-privacy-policy) and Cookie Notice (available at https://www.spglobal.com/corporate-privacy-policy/corporate-privacy-and-cookie-notice) for further

information regarding how personal data that you provide to S&P Global Ratings in connection with the Services will be used and maintained.

5. **Investigations:** Except where and to the extent prohibited by applicable law, each party ("**Notifier**") will inform the other promptly, and in any event within three (3) business days of, any inquiry, communication, request or complaint relating to Notifier's processing of the personal data transferred to it under this Agreement by the other party which is received from: (i) any governmental, regulatory or supervisory authority, (ii) any data subject or (iii) any other person or entity alleging unlawful or unauthorized processing.

6. **Use and Restrictions on Use:** Notwithstanding the information that you are entitled to use from the Services and distribute to third parties to the extent permitted by the Agreement, you shall not distribute or use any personal data to which you have had access when receiving the Services other than for the Permitted Purpose.

7. **Security:** The parties shall implement appropriate technical and organisational measures to protect the Data from: (i) accidental, unauthorized or unlawful destruction and (ii) loss, alteration, unauthorised disclosure of or access to the Data.

8. **International Transfers of Data outside the EEA:**

8.1 This Clause 8 and the Standard Contractual Clauses shall apply only with respect to Data transferred from the European Economic Area ("**EEA**") to S&P Global Ratings and its affiliates in a territory outside of the EEA, provided that such transfers shall comply with the Standard Contractual Clauses deemed to be incorporated into this Appendix.

8.2 S&P Global Ratings may process (or permit to be processed) any Data transferred from the EEA to S&P Global Ratings and its affiliates in a territory outside of the EEA, provided that such transfers shall comply with the Standard Contractual Clauses. In applying and interpreting the Standard Contractual Clauses, the parties agree that **Annex A** will apply and **Annex B** thereto shall be populated as follows:

(1) ***Data Subjects to whom the personal data relates:***

(i) Persons who are employees, officers, contractors, agents or advisors of the Data Exporter and/or of companies affiliated with it who are engaged in the decision to enter into the Agreement and/or who enter into the Agreement with the Data Importer for the provision of the Data Importer's Services; and

(ii) persons in respect of whom the Data Exporter or its agents or advisors have provided personal data to the Data Importer to enable the Data Importer to provide the Services.

(2) ***Purposes for which the data transfer is made:***

The Permitted Purpose.

(3) ***Categories of personal data transferred:***

Client Data and Analytical Data.

(4) ***Categories of recipients to whom the personal data is transferred or disclosed:***

Employees, officers, consultants, agents and advisors of the Data Importer or its affiliates and third parties, including public bodies, regulators and law enforcers, to the extent S&P Global Ratings is required to disclose Data by contract, regulation, litigation or law.

(5) ***Sensitive data or categories of sensitive data to be transferred (special category personal data):***

Not applicable.

(6) ***Contact Point for the Data Importer:***

RatingsGDPR@spglobal.com

8.3 The parties agree that the following optional clause to the Standard Contractual Clauses shall apply as between them:

"(1) Each party shall perform its obligations under these clauses at its own cost."

9. **Survival:** This Appendix shall survive termination or expiry of the Agreement. Upon termination or expiry of the Agreement, S&P Global Ratings may continue to process the Data, provided that such processing complies with the requirements of this Appendix and Applicable Data Protection Law.

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: **RESOLUTION NO. 2020-30**
Consideration to Appove and Authorize the Appropriate Town Officials to Execute the Professional Services Agreement for Chief of Police Position.

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

Agenda Date: **April 7, 2020**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:
1. 30 - Police Chief Contract
2. Chief of Police Contract (TOHB)

State of Florida
Broward County
Town of Hillsboro Beach

Adopted by the Hillsboro Beach Mayor and Commission on this _____ day of _____, 2020.

RESOLUTION NO. 2020-30

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF HILLSBORO BEACH AND JAY SZESNAT, AS CHIEF OF POLICE; A COPY OF THE AGREEMENT IS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Hillsboro Beach deems it to be in the best interests of the Town to approve and authorize the proper Town Officials to execute the Professional Services Agreement between the Town of Hillsboro Beach and Jay Szesnat, as Chief of Police; and

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

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the Town Commission. 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 Professional Services Agreement between the Town of Hillsboro Beach and Jay Szesnat, as Chief of Police. 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 _____ 2020.

TOWN OF HILLSBORO BEACH, FLORIDA

_____
Deborah L. Tarrant
Mayor

ATTEST:

_____
Sherry D. Henderson, CMC
Town Clerk

RESOLUTION NO. 2020-30
RECORD OF TOWN COMMISSION VOTE:

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

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT, dated _____between:

THE TOWN OF HILLSBORO BEACH, FLORIDA, a municipal corporation, hereinafter referred to as "TOWN",

And

Jay Szesnat as Chief of Police, hereinafter referred to as "CHIEF".

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, Town of Hillsboro Beach, Florida and Jay Szesnat, CHIEF, do hereby agree to the terms set forth in this Professional Services Agreement entered into between the parties which states as follows:

1.0 CHIEF'S REPRESENATIONS, SERVICES AND RESPONSIBILITIES

1.1 CHIEF hereby represents to TOWN, with full knowledge that TOWN is relying upon these representations when entering into this Agreement with CHIEF, that CHIEF has the professional expertise, and experience to perform the services to be provided by CHIEF pursuant to the terms of this Agreement.

1.2 CHIEF understands and agrees the services may change from time to time upon receipt of written notice from the Town Manager.

1.3 CHIEF shall fulfill the obligations and responsibilities that are customarily attributed to the position and title of Chief of Police as determined by the Town Manager and approved by the Town Commission. The CHIEF shall perform all of the duties, work and services determined by the Town Commission and functions as the position of Chief of Police to be attached hereto and incorporated by reference herein as Exhibit "A" and as it may be reasonably amended from time to time by the Town Commission acting on the recommendation of the Town Manager.

1.4 The position of CHIEF is a management position that may require the Chief to work in excess of forty (40) hours per week without additional compensation such as overtime. In consideration of the salary and other benefits accruing to the CHIEF pursuant to the terms of this Agreement. CHIEF does expressly waive, release and discharge any claim that he may have during or after his term of employment with the Town for any overtime compensation. The CHIEF shall be subject to being "on call" by the Town Manager for active duty at any hour of the day or night. The CHIEF shall be accessible by cellular phone at all times with the exception that he may provide advance written notification to the Town Manager in the event of vacation time to be used or similar such event where he may be physically or telephonically unavailable.

2.0 TOWN RIGHTS & RESPONSIBILITIES

2.1 Pursuant to this contract, TOWN reaffirms the appointment of the CHIEF as TOWN's Chief of Police, a certified law enforcement officer, for the term of this contract. As Chief of Police, TOWN through its Town Manager shall be entitled to request or call on CHIEF, during normal TOWN business hours or any other time, Monday through Sunday, either in person or by telephone, to provide TOWN with the services described in this Agreement.

3.0 COMPENSATION, EVALUATION AND METHOD OF PAYMENT

3.1.1 A. TOWN agrees to pay the CHIEF an annual salary of $ $120,000 for the services performed pursuant to the provisions of this Agreement. The salary shall be paid to the CHIEF in accordance with the Town's time schedule for all other Town employees.

In Oct 2020, Oct 2021, and Oct 2022, provided the Chief's performance is satisfactory or better, he will be entitled to a 3% to 5% Cost of Living Adjustment (COLA).

B. After October 2022, should the general staff receive a cost of living increase, the CHIEF may receive the same percentage increase as the general staff, based on the approval of the Town Manager.

C. Other than Section B, hereinabove, nothing in this Section shall require the TOWN to increase the base salary of the CHIEF. Furthermore, the Town's failure to conduct any of the scheduled evaluations shall not constitute non-compliance with a material provision of this Agreement.

3.2 Method of Billing and Payment

3.2.1 Payment will be made to Jay Szesnat at: Hillsboro Beach Police Department, 1210 Hillsboro Mile, Hillsboro Beach, FL 33062.

4.0 Annual Performance Review

4.1 The Town Manager shall review and evaluate in writing the service of the CHIEF prior to October 1st annually. Said review and evaluation shall be based on mutually agreed upon attainable performance objectives by the Town Manager and CHIEF. Said goals and objectives may be added or deleted from time to time upon mutual consent of the Town Manager and CHIEF. The Town Manager and CHIEF shall further establish a relative priority and weight among the written goals and objectives. The CHIEF's service shall then be reviewed and measured in terms of attaining these mutually defined goals and objectives.

4.2 Based upon the results of the CHIEF's annual evaluation, the Town Manager, may grant an increase in the CHIEF's annual base salary.

4.3 The TOWN shall accrue and compensate the CHIEF for the agreed upon sick time as follows:

a. Sick leave shall be earned at a rate of one day per month for a total of twelve days yearly;
b. CHIEF shall accumulate sick time in either the TOWN's sick bank, ICMA's retirement health savings account or be paid out according to how many hours are used;
c. Up to 500 hours: ½ is paid out and ½ is banked into TOWN's sick banks;
d. Over 500 hours: ½ is paid out at the end of the year and ½ banked into ICMA RHS;
e. Upon retirement TOWN's sick bank will be paid at 100%;
f. In the event the Town Manager recommends to the Town Commission to terminate the CHIEF without cause pursuant to Section 6.1.5 herein, TOWN shall pay to CHIEF his accrued and unused sick time.

4.4 The TOWN agrees that during the term of this Agreement, the CHIEF shall receive the following vacation leave:

a. 80 hours during the first year of employment;
b. For each year serving as Police Chief, after the first year, 8 hours of additional vacation leave accrued yearly until 160 hours is reached;

4.5 The TOWN shall provide the following benefits:

a. The TOWN shall pay for a term life insurance policy at one time the current annual salary;
b. The TOWN shall maintain a pension benefit through the Florida Retirement System;
c. The TOWN shall pay 100% of the TOWN's health insurance premium for the CHIEF and Family coverage;
d. The TOWN shall pay $125.00 monthly towards the CHIEF's retiree health insurance until age 65, or Medicare eligibility is reached;
e. The Town shall provide a Town vehicle to the CHIEF in order to allow quick response time from any location in an officially equipped and sanctioned vehicle; personal use of this vehicle is strictly prohibited; Notwithstanding the restriction on personal use of the Town vehicle, the Chief is authorized to use the Town vehicle to travel to and from his personal residence and exigent circumstances approved by the Town Manager.
f. The Town shall grant the same holidays to the CHIEF as other Town employees receive.

4.6 The TOWN agrees to budget for and to pay for the professional dues and subscriptions of the Chief of Police for participation in the work, national and regional, state and local associations and organizations necessary and desirable for the CHIEF's continued

professional participation, growth and advancement, and for the safety and security of the TOWN.

5.0 RESIDENCY REQUIREMENT

Unless waived by a majority vote of the Town Commission, the CHIEF shall while employed by the Town, reside on a full-time basis in the geographical area defined by the following boundaries:

- Within the Broward County and Boca Raton limits..

6.0 MISCELLANEOUS

6.1 Term and Termination

6.1.1 The Town's employment of Jay Szesnat as CHIEF shall be effective on May ____, 2020. The term of this Agreement shall be for a period of three (3) years This Agreement shall be renewed on its anniversary date for one (1) year terms unless notice that the Agreement shall terminate is given at least six (6) months before the expiration date. In the event of any one (1) year term renewal, notice of termination shall be given at least ninety (90) days prior to the expiration date. In the event the Agreement is not renewed, all compensation, benefits and requirements of the Agreement shall remain in effect until the expiration of the term of the Agreement unless Employee voluntarily resigns.

6.1.2 In the event the CHIEF voluntarily terminates service with the TOWN before the expiration of the aforesaid terms of this agreement, then Jay Szesnat shall give the TOWN ninety (90) calendar days' notice unless the parties otherwise agree.

6.1.3 In the event the Town Manager recommends to the Town Commission to terminate this Employment Agreement for no cause prior to the expiration hereof, the Town Commission shall provide the CHIEF with not less than thirty (30) days' written notice and will pay the equivalent of twelve(12) weeks' pay as provided in Florida Statute 215.425 of his base salary in a lump sum payment at the CHIEF's then current salary. In the event the Town Manager recommends to the Town Commission to terminate this Employment Agreement for cause, the CHIEF shall not be entitled to any advance notification or any compensation as referenced in Section 4.3 and severance as referenced in Section 6.1.3 herein.

6.1.4 In addition to the above, the parties may terminate this Agreement at any time and on any agreed basis by mutual consent of both parties provided same is reduced to writing.

6.2 Indemnification

6.2.1 TOWN shall indemnify and hold harmless and defend Jay Szesnat as CHIEF from and against any claim, demand and cause of action resulting from CHIEF's performance of, or in connection with the CHIEF's performance of services under this Agreement.

6.2.2 Jay Szesnat shall indemnify and hold harmless and defend the TOWN, its elected and appointed officials, agents, servants and employees from and against any claim, demand or cause of action rising from actions of CHIEF which were outside the scope and performance of his duties with the TOWN.

6.3 For purposes of this Agreement, the CHIEF shall be considered a contract employee of the TOWN.

6.4 Assignments: Amendments

6.4.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CHIEF, without the prior written consent of TOWN. However, this Agreement shall run to the TOWN and its successors and assigns.

6.4.2 It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

6.5 No Contingent Fees

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

6.6 Notice

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United State mail, with return receipt requested, addressed to the party for whom it is intended at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CHIEF and the TOWN designate the following as the respective places for giving of notice:

TOWN: William M. Serda, Town Manager
Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, FL 33062

CHIEF: Jay Szesnat
Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, FL 33062

6.7 Binding Authority

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the part for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

6.8 Severability

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

6.9 Governing Law

This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.

6.10 Extent of Agreement

This Agreement represents the entire and integrated agreement between the TOWN and the CHIEF and supersedes all prior negotiations, representations or agreements, either written or oral.

Executed by the TOWN this day of May, 2020.

TOWN:

ATTEST:

Town of Hillsboro Beach

_____ By _____

Sherry D. Henderson, CMC
Town Clerk

Deborah L. Tarrant, Mayor

_____

Donald J. Doody, Town Attorney

State of Florida
)ss:
County of Broward)

On this _____ day of _____ before me, the undersigned notary public, personally appeared _____ personally known to me, or who has produced _____ as identification, and is the person who subscribed to the foregoing instrument and who acknowledged that she executed the same on behalf of said Corporation and that she was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____

Notary Public
My Commission Expires:

CHIEF:

By: _____
Print: Jay Szesnat
Title: Chief of Police

ATTEST:

_____

Signature

(Corporate Seal)

_____

Print Name and Title

State of Florida
)ss:
County of Broward:)

On this _____ day of _____before me, the undersigned notary public, personally appeared _____ personally known to me, or who has produced _____ as identification, and is the person who subscribed to the foregoing instrument and who acknowledged that he executed the same on behalf of said Corporation and that he was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public
My Commission Expires:

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: **INFRAMARK Invoice #48282 Services thru Jan 2020 $7,886.04**
Submitting Dept: **Town Clerk, Sherry D. Henderson, Town Clerk**
Agenda Date: **April 7, 2020**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. Inframark - Invoice #48282 $7,886.04

INFRAMARK

Inframark, LLC
2002 West Grand Parkway North
Suite 100
Katy, TX 77449

Invoice:	48282
Invoice Date:	1/24/2020
Due Date:	2/23/2020
Terms:	Net 30
Project ID:	HILLSBORO
PO #:	

Bill To:
Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach FL 33062
United States

Sales Description	Quantity	Units	Rate	Amount
Management Fees for the Month Of: January 2020				
Financial Accounting Service 001-532004-51308-5000	1	Ea	$7,242.42	$7,242.42
Postage 001-541010-51307-5000	1	Ea	$94.60	$94.60
Storage 001-544025-51307-5000	1	Ea	$11.10	$11.10
Retro billing for November 2019 Services	1	Ea	$537.92	$537.92

Subtotal	**$7,886.04**
Tax (0%)	**$0.00**
Total Due	**$7,886.04**

Remit To : Inframark, LLC
P.O. Box 733778
Dallas, TX 75373-3778

Please note our lockbox address has changed.
Please include the Project ID and the Invoice
Number on the check stub of your payment.

INFRAMARK

Inframark, LLC
2002 West Grand Parkway North
Suite 100
Katy, TX 77449

Invoice:	49838
Invoice Date:	3/13/2020
Due Date:	4/12/2020
Terms:	Net 30
Project ID:	HILLSBORO
PO #:	

Bill To:
Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach FL 33062
United States

Sales Description	Quantity	Units	Rate	Amount
Accounting Services for the Month Of: March 2020				
Financial Accounting Service 001-532004-51308-5000	1	Ea	$7,242.42	$7,242.42
Postage 001-541010-51307-5000	1	Ea	$182.20	$182.20
Storage 001-544025-51307-5000	1	Ea	$11.10	$11.10

Subtotal	**$7,435.72**
Tax (0%)	**$0.00**
Total Due	**$7,435.72**

Remit To : Inframark, LLC
P.O. Box 733778
Dallas, TX 75373-3778

Please note our lockbox address has changed. Please include the Project ID and the Invoice Number on the check stub of your payment.

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: **Akerman Invoice #9543309 Services thru Feb 2020 $35,724.03**
Submitting Dept: **Town Clerk, Sherry D. Henderson, Town Clerk**
Agenda Date: **April 7, 2020**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. Akerman - Invoice #9543309 $35,724.03

akerman

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

Remittance Copy

Invoice Date March 06, 2020
Invoice No. 9543309

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

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

For professional services rendered through February 29, 2020 as summarized below:

Services	$32,063.00
Disbursements	$3,661.03
TOTAL THIS INVOICE	**$35,724.03**

PREVIOUS BALANCE (Includes payments received through 03/06/20)	**45,491.48**
TOTAL AMOUNT DUE	**$81,215.51**

To ensure proper credit to the above account, please indicate invoice no. 9543309
Return remittance sheet with payment in US funds.
Wired funds accepted:
Akerman LLP Operating Account
c/o SunTrust Bank, Atlanta, GA
ABA Number: 061000104
Account Number: 0215-252207533
Swift code SNTRUS3A (For International Wires Only)
IRS EIN 59-3117860

akerman

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

Invoice Date March 06, 2020
Invoice No. 9543309

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

Client Name: **TOWN OF HILLSBORO BEACH, FLORIDA**
Matter Name: **CITY OF DEERFIELD BEACH, FLORIDA**
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PREVIOUS BALANCE (Includes payments received through 03/06/20)	**45,491.48**
TOTAL AMOUNT DUE	**$81,215.51**

To ensure proper credit to the above account, please indicate invoice no. 9543309
Return remittance sheet with payment in US funds.
Wired funds accepted:
Akerman LLP Operating Account
c/o SunTrust Bank, Atlanta, GA
ABA Number: 061000104
Account Number: 0215-252207533
Swift code SNTRUS3A (For International Wires Only)
IRS EIN 59-3117860

074723 TOWN OF HILLSBORO BEACH, FLORIDA
0312732 CITY OF DEERFIELD BEACH, FLORIDA

As of February 29, 2020
Invoice Number 9543309

Date	Services	Initials	Hours	Value
21-Jan-20	Travel to and from meeting and attend public meeting and Shade meeting; confer with Commissioners, follow up meeting with J. Goldstein, and begin review of documents re: third party advisor issues for commission.	CAL	12.00	6,000.00
3-Feb-20	Telephone with R. Young re: scope of preparation; identification of materials for same, and trial issues.	CAL	0.40	200.00
3-Feb-20	Review of incoming correspondence regarding calendaring of the trial in October 2020 and revision of attorney calendar to reflect same	J H	0.10	25.00
3-Feb-20	Prepare litigation strategy following Motion to Summary Judgment hearing and began preparation of strategy for trial.	WCH	0.40	132.00
5-Feb-20	Telephone with J. Goldstein re: experts, components of settlement and privilege issues; prepare correspondence to provide necessary documents. Address issues with Moffatt re: preparation schedule and billing.	CAL	1.20	600.00
7-Feb-20	Prepare for and participate in trial strategy, evidence, and expert preparation meeting.	CAL	6.20	3,100.00
11-Feb-20	Coordinate information and provide same re: additional information and summary to new counsel. Address additional issues re: privilege and telephone re: additional counsel. Emails with M. Serda re: coordination for exhibit and expense reimbursement for experts.	CAL	1.70	850.00
12-Feb-20	Continued efforts for file transfer and edits on summary for new counsel; respond to inquiries and address video issues for trial given renourishment.	CAL	2.50	1,250.00
12-Feb-20	Analyze and prepare strategy to begin preparation for trial.	WCH	0.30	99.00
13-Feb-20	Review previous notice of corporate deposition and review further discovery that may be needed from Deerfield; telephone with co-counsel and with team members.	CAL	1.80	900.00
14-Feb-20	Address additional issues with Hillsboro Beach, privileged, trial preparation, and related issues re: strategy and exhibits.	CAL	2.80	1,400.00
17-Feb-20	Reviewing Boca Raton testimony re: inconsistencies and re: DEP otherwise preparing Dally for testimony. Telephone with co-counsel re: action list for preparation.	CAL	4.50	2,250.00
18-Feb-20	Respond to inquiries from commissioners, continue preparation and theories for W. Dally for trial and address evidentiary issues re: certain exhibits. Telephone with T. Perry re: preparations.	CAL	3.80	1,900.00

074723	TOWN OF HILLSBORO BEACH, FLORIDA	As of	February 29, 2020
0312732	CITY OF DEERFIELD BEACH, FLORIDA	Invoice Number	9543309

Date	Services	Initials	Hours	Value
20-Feb-20	Phone calls and emails regarding and with Moffat Nichols and M. Serda re: expert testimony and procedural issues (.8) Preparation of W. Dally and confer with counsel regarding same; revisions to direct outline.	CAL	7.50	3,750.00
21-Feb-20	Phone calls and review of documents to be sent re: status of trial preparation; Deerfield Beach upcoming study, and potential retention of another firm.	CAL	2.00	1,000.00
24-Feb-20	Additional communications on anticipated additional counsel. Emails and calls regarding Moffat NIchols and need for them to engage. Communications with J. Goldstein.	CAL	0.80	400.00
24-Feb-20	Review and analyze recently-entered Order rescheduling trial and coordinate calendaring of pertinent deadlines; evaluate impact of same on case strategy.	HH	0.80	288.00
25-Feb-20	Work on Chen, Davees, and exhibits. Communications regarding additional counsel, scope, process, privilege, and related matters.	CAL	4.80	2,400.00
25-Feb-20	Additional review and analysis of trial order; evaluate impact of same on case and coordinate calendaring of pertinent deadlines.	HH	0.40	144.00
25-Feb-20	Review of order resetting trial and revision of attorney calendars to reflect new deadlines	J H	1.00	250.00
26-Feb-20	Many phone calls re: strategy and going over issues on which there had been discussion in shade, addressing invalid issues raised in the litigation, and communications re: same.	CAL	2.20	1,100.00
26-Feb-20	Revision of attorney calendars to reflect deadlines regarding trial	J H	0.10	25.00
27-Feb-20	Continued expert preparation and continued communications regarding "Consultant" or Additional Counsel re: legal theories.	CAL	4.00	2,000.00
28-Feb-20	Many calls and review of alleged legal issues; continued preparation re: Chen and communications re: same with team.	CAL	4.00	2,000.00

Total Services $32,063.00

074723	TOWN OF HILLSBORO BEACH, FLORIDA	As of	February 29, 2020
0312732	CITY OF DEERFIELD BEACH, FLORIDA	Invoice Number	9543309

Date	Disbursements		Value
31-Jan-20	TELEPHONE CONFERENCING InterCall Cindy Laquidara Inv# 1744645849	1.68	
Total for TELEPHONE CONFERENCING			1.68
13-Feb-20	OTHER CHARGES - KLDISCOVERY LLC - Document Review, hosting and Collaboration to assist with case team.. LR/0605	3,659.35	
Total for OTHER CHARGES			3,659.35

Total Disbursements $3,661.03

074723 TOWN OF HILLSBORO BEACH, FLORIDA
0312732 CITY OF DEERFIELD BEACH, FLORIDA

As of February 29, 2020
Invoice Number 9543309

Initial	Name	Hours	Amount
CAL	C. A. LAQUIDARA	62.20	31,100.00
HH	H. HARRINGTON	1.20	432.00
J H	J. HIGGINBOTHAM	1.20	300.00
WCH	W. C. HANDLE	0.70	231.00
	Total	65.30	$32,063.00

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: **Limousines of South Florida (LSF) Invoice #20-0229-26 Services thru Feb 2020 $5,615.88**
Submitting Dept: **Town Clerk, Sherry D. Henderson, Town Clerk**
Agenda Date: **April 7, 2020**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

$5,615.88

3. RECOMMENDATION

Staff Recommends Approval

ATTACHMENTS: 1. LSF Shuttle Invoice #20-0229-26 $5,615.88

Invoice Date:	2/29/2020
Date Invoice Submitted:	3/5/2020
Invoice #:	20-0229-26
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
Feb-20

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

For Billing Inquiries Please Call Thomas Rankine (954) 463-0845

Remittance Instructions:

Limousines of South Florida, Inc.
3300 SW 11th Ave.
Fort Lauderdale, FL 33315

Thank you for the Opportunity to Service your Transportation Needs

Town of Hillsboro Ridership Summary

February 2020

Daily Passengers:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
96		99		68	
66		80		68	
	67	70		76	
98		84		91	
					0

Total Monthly Passengers: **963**

Daily Revenue Miles:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
109.0		109.0		110.0	
109.0		109.0		109.0	
	109.0	108.0		110.0	
109.0		109.0		109.0	
					0.0

Total Monthly Revenue Miles: **1309.0**

Total Scheduled Revenue Miles	1306.0
Total Vehicle Hours	116.0
Total Revenue Hours	106.0
Service Days	12
Missed Service in Minutes	0
Passengers per revenue hour	9.1
Total Monthly Vehicle Miles: **	1,591.0

	AM - 1st day this month	PM - Last day this month
Veh 1460	93,509	95,346

Alt Veh # 1002

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: **Calvin, Giordano & Assoc, Inc. (CG&A) Invoice #75330 Services thru Feb 2020 $11,013.55**
Submitting Dept: **Town Clerk, Sherry D. Henderson, Town Clerk**
Agenda Date: **April 7, 2020**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

$11,013.55

3. RECOMMENDATION

Recommend Approval

ATTACHMENTS:
1. SAFEbuilt_179902_HILLSBORO BEACH BUILDING _75330_02-29-2020
2. FEBRUARY FINANCE SUMMARY

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 75330
Date 02/29/2020

Project **179902 HILLSBORO BEACH BUILDING CODE**

Billing period through February 29, 2020

CGA PM: Norman Bruhn

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	0.00	598,379.54	11,013.55
Total	0.00	598,379.54	11,013.55

Invoice total $11,013.55

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
74617	01/31/2020	22,206.94		22,206.94			
75330	02/29/2020	11,013.55	11,013.55				
	Total	33,220.49	11,013.55	22,206.94	0.00	0.00	0.00

Permit Fees - $12,957.12

Town Revenue- $ 1,943.57

CGA Revenue - $11,013.55

The Town of Hillsboro Beach
All Fees Collected

Start Date: 2/1/2020
End Date: 2/29/2020

	Permit Fees	Town Revenue	Town Surcharge	CGA Revenue	BORA	DBPR	DCA
MTD	$12,957.12	$1,943.57	*Removed from Fee Schedule*	$11,013.55	$227.16	$158.86	$138.62
YTD	**$165,768.21**	**$24,865.23**		**140,902.98**	**$2,516.77**	**$1,507.09**	**$1,135.44**

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: **Shutts & Bowen, LLP Invoice #1437399 Services thru Feb 2020 $6,858.88**
Submitting Dept: **Town Clerk, Sherry D. Henderson, Town Clerk**
Agenda Date: **April 7, 2020**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

$6,858.88

3. RECOMMENDATION

ATTACHMENTS: 1. Shutts & Bowen LLP - Invoice #1437399 $6,858.88

SHUTTS & BOWEN LLP

ATTORNEYS AND COUNSELORS AT LAW

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

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

March 17, 2020
Atty No.: 0331
Invoice: 1437399

Client: 51416-0001

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

For professional services rendered thru: ***February 29, 2020***

Total Service	6,850.00
Total Expense	8.88
Credits Applied	(0.00)
Current Balance Due	**6,858.88**
Prior Balance Due	**0.00**
Total Balance Due	**$6,858.88**

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

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

SHUTTS & BOWEN LLP

ATTORNEYS AND COUNSELORS AT LAW

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

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

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SHUTTS & BOWEN LLP

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

Atty No.: 0331
Invoice: 1437399

— SERVICES RENDERED —

Date	Description	Attorney	Hours
01/27/20	Telephone conference with Joe Goldstein and client; review administrative rules.	J7G	1.50
01/28/20	Review administrative rules and prepare for telephone conference with Justin Wolf.	J7G	2.50
01/29/20	Preparation for telephone conference with Justin Wolf; telephone conference with Justin Wolf.	J7G	1.50
02/05/20	Review status as to Mr. Gonzalez's communication with DEP; review trial deadlines; conferences with Mr. Perry tan Ms. Laquidara to discuss strategy and history as to DEP involvement	JMG	1.10
02/05/20	Conferences with FDEP Deputy Division Director and G. Garis, Program Administrator for the Beaches, Inlets and Ports program regarding structures	D6G	0.60
02/07/20	Prepare for and attend trial preparations for expert witness Robert Young	JMG	1.20
02/10/20	Telephone conversation with Mr. Doody regarding status and strategy	JMG	0.30
02/11/20	Conference with Ms. Getzoff regarding DEP views; follow up with Mr. Gonzalez regarding same; review Boca Raton DOAH Case orders; follow up call with Mr. Doody regarding DEP status	JMG	1.60
02/11/20	Conference with J. Goldstein regarding conference with FDEP staff; review proposed settlement agreement and other document forwarded by J. Goldstein	D6G	0.70
02/12/20	Continue work on strategy with DEP and Governor	JMG	0.20
02/13/20	Review talking points to help with DEP and Governor's Office	JMG	0.10
02/24/20	Prepare for and attend call with co-counsel as to status and strategy	JMG	0.20
02/24/20	Review email from J. Goldstein regarding file transfer; conference with J. Goldstein regarding status	D6G	0.30

SHUTTS & BOWEN LLP

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

Atty No.: 0331
Invoice: 1437399

— SERVICES RENDERED —

Date	Description	Attorney	Hours
02/26/20	Prepare for attending Deerfield Beach Comprehensive Plan meeting; telephone conference with Ms. Laquidara regarding same	JMG	0.40
02/27/20	Begin reviewing expert depositions	JMG	0.60
02/27/20	Prepare for and attend Deerfield Beach Presentation (meeting postponed)	JMG	0.60
02/28/20	Conference with co-counsel regarding status and strategy	JMG	0.30
	Total Fees for Professional Services:		**$6,850.00**

— FEES SUMMARY —

Attorney	Title	Hours	Rate	Total
Goldstein, Joseph M.	Partner	6.60	500.00	3,300.00
Gonzalez, Jason B.	Partner	5.50	500.00	2,750.00
Getzoff, Deborah A.	Partner	1.60	500.00	800.00
	Total	**13.70**		**$6,850.00**

SHUTTS & BOWEN LLP

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

Atty.: 0331
Invoice: 1437399

— EXPENSE ADVANCES —

Date	Description	Amount
01/27/20	Conferencing Services	8.88
	Total Expense Advances	**$8.88**

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: **Goren, Cherof, Doody & Ezrol Invoice #30528 $6,674.90 (General Matters)**
Submitting Dept: **Town Clerk, Sherry D. Henderson, Town Clerk**
Agenda Date: **April 7, 2020**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. GCDE Invoice #30528 $6,674.90 (General Matters)

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

TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile
Hillsboro Beach FL 33062

03/30/2020
ACCOUNT NO: 1182-0606490
STATEMENT NO: 30528

Attn: Mac Serda, Town Manager

General Matters

			HOURS
02/26/2020	DJD	Finalize memo on drones; participate in conference call re: special assessment.	1.40
02/27/2020	DJD	Revise resolution re: vacation rentals; review AGO advisory opinion.	0.60
02/28/2020	DJD	Address issues related to the Special Assessment.	0.80
03/02/2020	DJD	Address issues with interest rate relative to interest rates; review agenda in preparation for Town Commission Meeting; telephone conference call with Stephen Bloom; Telephone conference call with Town Commissioner, telephone conference call with Town Manager.	2.80
03/03/2020	DJD	Prepare for and attend Town Commission Meeting.	2.80
03/04/2020	DJD	Telephone conference call with Town Manager re: Police Report; address issues associated with Special Assessment.	2.40
03/05/2020	BJS	Legal Research re: Police Reports	1.00
	DJD	Address issue of Public Record re: Police Report.	0.40
03/06/2020	DJD	Telephone conference call with Town Manager; telephone conference call with Town Commissioner.	0.60
03/09/2020	DJD	Review Agreement between BCPA and Town for Non-Ad Valorem Assessment.	0.70
03/11/2020	SMS	review of Agreement for required scrutinized companies provision	0.30
	DJD	Address issues associated with Special Assessment; review S&P Engagement Letter.	1.20
03/12/2020	DJD	Meeting at Town Hall with the Mayor, Town Manager, and representatives of Dezer; conference with Town Manager and Mayor.	1.70
03/16/2020	SMS	review subpeona for records on Vincent Milo case	0.20
	DJD	Telephone conference call with Stephen Bloom and Jay Glover; Telephone conference call with Mac Serda. Telephone conference call with Chief Naggy; address subpoena. Review issues related to special assessment.	1.70
03/17/2020	SMS	review of correspondence from Lt. Pugliese on Vincent Milo production matter	0.20

TOWN OF HILLSBORO BEACH

03/30/2020

ACCOUNT NO: 1182-0606490
STATEMENT NO: 30528

General Matters

			HOURS	
	DJD	Prepare resolution and address agenda issues.	0.60	
03/18/2020	DJD	Review revisions to Employment Agreement; Telephone conference call with Town Manager.	0.50	
03/19/2020	DJD	Review Employment Agreement; review Agenda for Organizational Meeting; review Chapter 189 re: special districts.	1.40	
03/20/2020	DJD	Address legal requirement for physical presence for quorum; telephone conference call with Town Manager; review Executive order.	0.90	
03/23/2020	DJD	Prepare for organizational meeting; telephone conference call with Mayor -- ; Telephone conference call with Town Manager.	1.70	
03/24/2020	DJD	Prepare for and attend Organizational Meeting; Telephone conference call with Town Manager.	2.40	
03/25/2020	DS	Reviewed Subpoena Duces Tecum. Drafted coverletter for materials requested in the Subpoena Duces.	0.60	
	DJD	Telephone call with Town Manager.	0.40	
03/26/2020	DJD	Address with Town Manager inquiry form Hillsboro Club; address agenda item; review issue of beach closure.	1.40	
03/27/2020	DJD	Telephone call with Town Manager; review emails.	0.40	
		FOR CURRENT SERVICES RENDERED	29.10	6,547.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
D.J. DOODY	26.80	$225.00	$6,030.00
SEAN M. SWARTZ	0.70	225.00	157.50
DANIELLE SCHWABE	0.60	225.00	135.00
BRIAN J. SHERMAN	1.00	225.00	225.00

Photocopies	127.40
TOTAL EXPENSES THRU 03/29/2020	127.40
TOTAL CURRENT WORK	6,674.90
BALANCE DUE	$6,674.90

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: **Goren, Cherof, Doody & Ezrol Invoice #30529 $6,280.50 (Deerfield Beach)**
Submitting Dept: **Town Clerk, Sherry D. Henderson, Town Clerk**
Agenda Date: **April 7, 2020**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. GCDE Invoice #30529 $6,280.50 (Deerfield Beach)

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

03/30/2020

TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile
Hillsboro Beach FL 33062

ACCOUNT NO: 1182-1200986
STATEMENT NO: 30529

Attn: Mac Serda, Town Manager

Deerfield Beach

			HOURS
03/02/2020	DJD	Telephone conference call with Town Commissioner, Town Manager, Cindy Laquidara and Tim Perry.	0.50
03/03/2020	DJD	Telephone conference call with Cindy Laquidara; Prepare notice for shade session.	0.70
03/04/2020	DJD	Telephone conference call with Town Commissioner; address issue with Shade session; telephone conference call with Joe Goldstein, Esq.	1.20
03/05/2020	DJD	Participate in telephone conference with outside counsel; Telephone conference call with Cindy Laquidara; Telephone conference call with Robert Sweetapple.	1.80
03/06/2020	GB	Legal research regarding releasing transcripts and shade meetings.	1.20
	DJD	Review AGO's; research Shade sessions. Telephone conference call with Joe Goldstein; Telephone conference call with Tim Perry.	2.80
03/09/2020	DJD	Prepare for and attend Shade Session.	5.30
03/10/2020	DJD	Telephone conference call with Joe Goldstein; Telephone conference call with Town Commissioner.	0.90
03/11/2020	DJD	Review e-mails re: mediation; telephone conference call with Robert Sweetapple.	0.80
03/12/2020	DJD	Address issue related to standing; review e-mails.	0.80
03/13/2020	DJD	Participate in conference call.	0.80
03/16/2020	DJD	Review emails.	0.50
03/19/2020	DJD	Telephone conference call with Tim Perry; review issue of review of transcripts.	0.80
03/20/2020	DJD	Telephone conference call with Cindy Laquidara; review chapter 286 Fla statutes;	1.20
03/23/2020	DJD	Telephone conference call with Cindy Laquidara; review file.	0.50
03/24/2020	DJD	Review engagement Letter from Moffatt & Nichol. Schedule shade session.	0.80

TOWN OF HILLSBORO BEACH

03/30/2020
ACCOUNT NO: 1182-1200986
STATEMENT NO: 30529

Deerfield Beach

			HOURS	
03/25/2020	DJD	Review emails re: mediation.	0.40	
03/26/2020	DJD	Telephone call with Town Commissioner; review emails	0.90	
03/27/2020	DJD	Participate in conference call.	1.00	
		FOR CURRENT SERVICES RENDERED	22.90	5,152.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
D.J. DOODY	21.70	$225.00	$4,882.50
GAL BETESH	1.20	225.00	270.00

	Photocopies	15.75
	TOTAL EXPENSES THRU 03/29/2020	15.75
02/26/2020	Prestige Reporting Service - Invoice 100084	235.00
03/05/2020	Prestige Reporting Service - Invoice 100461	877.25
		1,112.25
	TOTAL ADVANCES THRU 03/29/2020	1,112.25
	TOTAL CURRENT WORK	6,280.50
	BALANCE DUE	$6,280.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: **Goren, Cherof, Doody & Ezrol Invoice #30530 $1,424.95 (Purchase from Winter Sun Investments,LLC)**

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

Agenda Date: **April 7, 2020**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. GCDE Invoice #30530 $1,424.95 (Purchase from Winter Sun Investments)

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

03/30/2020

TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile
Hillsboro Beach FL 33062

ACCOUNT NO: 1182-1200989
STATEMENT NO: 30530

Attn: Mac Serda, Town Manager

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

			HOURS	
02/27/2020	DJD	Telephone conference call with David Hardin; review file.	0.50	
03/02/2020	DJD	Telephone conference call with Town Manager.	0.40	
03/03/2020	RLL	Telephone call from environmental engineer regarding timing for phase II work.	0.30	
	DJD	Address status of Phase II Audit.	0.30	
03/11/2020	DJD	Several telephone conference calls with David Hardin re: Inspection Period and potential Amendment to Commercial Contract for Purchase and Sale.	1.30	
03/12/2020	RLL	Follow up with environmental engineer on status of phase II report.	0.20	
	DJD	Telephone conference call with David Hardin; initial review of Second Amendment to Commercial Contract.	0.70	
03/16/2020	DJD	Address issue of extending Inspection ---.	0.40	
03/17/2020	RLL	Telephone discussion with environmental consultant as to status of phase II results.	0.30	
	DJD	Address status of Phase II environment audit.	0.50	
03/20/2020	DJD	Review email re: Phase II; transmittal of email.	0.40	
03/24/2020	DJD	Address second Amendment to Commercial Contract.	0.70	
03/27/2020	RLL	Review Phase II inspection report and proposal for storage tank removal and forward same to client.	0.50	
	DJD	Address issue of tank removal.	0.40	
		FOR CURRENT SERVICES RENDERED	6.90	1,422.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
D.J. DOODY	5.60	$225.00	$1,260.00
RACHEL L LEACH	1.30	125.00	162.50

Photocopies	2.45

TOWN OF HILLSBORO BEACH

03/30/2020

ACCOUNT NO: 1182-1200989

STATEMENT NO: 30530

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

TOTAL EXPENSES THRU 03/29/2020	2.45
TOTAL CURRENT WORK	1,424.95
BALANCE DUE	$1,424.95

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: **Goren, Cherof, Doody & Ezrol Invoice #30532 $11,606.85 (St. of Florida Bond Validation 2020)**

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

Agenda Date: **April 7, 2020**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. GCDE Invoice #30532 $11,606.85 (State of FL Bond Validation 2020)

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

TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile
Hillsboro Beach FL 33062

03/30/2020
ACCOUNT NO: 1182-1200991
STATEMENT NO: 30532

Attn: Mac Serda, Town Manager

adv. State of Florida (Bond Validation 2020)

			HOURS
02/25/2020	DJD	Initial review of Complaint.	1.10
02/26/2020	SMS	research on special assessment and validation proceedings; review validation complaint	1.80
	DJD	Prepare compliance for filing; research Florida caselaw.	2.80
	CLD	Review procedures for filing of new bond validation complaint; service to State Attorney's Office; publishing of Order; review of draft Complaint and draft Order to Show Cause.	0.60
02/27/2020	SMS	review validation complaint and exhibits	0.50
	CLD	Finalized and e-filing of Validation Complaint, including assembly of all exhibits; discussion re: revisions to Complaint with DJD, MA, and Mark Raymond; drafted Summons for Office of State Attorney; phone call to confirm individual Assistant State Attorney service.	2.00
	DJD	Review and file complaint for filing; Telephone conference call with Mark Raymond, Esq.	2.60
03/03/2020	CLD	Phone calls to clerk's office re: corrections and additional information to be included in filing of Validation Complaint; resubmission of complaint and summons.	0.40
	DJD	Address status of filing.	0.80
03/04/2020	CLD	Review of file; finalize proposed Order to Show Cause for submission to Judge Haimes; create timeline for ad publications and Show Cause hearing date.	0.50
	DJD	Telephone call from interested resident; address service on SAO.	1.10
03/05/2020	DJD	Address service of process.	0.30
03/06/2020	CLD	Phone call to Judge Haimes' judicial assistant re: hearing date; format and transmit proposed Order to Show Cause to Judge Haimes; receipt of executed Order; phone call to Sun-Sentinel for procedures to publish Order; transmit to Sun-Sentinel and follow up for first publication to begin 3/09.	1.10
	DJD	Prepare for hearing.	1.40
03/11/2020	DJD	Review Answer filed by owner of unit at Sea Club; review Chapter 75 of the Florida Statutes.	1.60
	TAD	Receipt and review of correspondence re: objection. Review objection and complaint with exhibits re: response.	1.00
03/12/2020	CLD	Drafted and e-filed Notice of Filing Affidavit of Service as to State Attorney's	

			HOURS
		Office.	0.30
	DJD	Telephone conference call with Mark Raymond, Esq.	0.40
03/13/2020	GB	Reviewed Complaint for Validation and Chapter 75, Florida Statues. Read case cited in Answer and legal research on special assessment.	1.50
	MDC	Meet with DJO, TD, GB Re: preparation for leaving, miscellaneous legal issues.	0.50
	TAD	Meet and confer with DJD and MDC regarding complaint and response. Review complaint and response to claim re: status and strategy.	1.30
	DJD	Address caselaw and manner of hearing.	1.70
03/16/2020	GB	Telephone conference call with Judge's Chambers regarding Order to Show Cause and Email to DJD, MDC and TAD regarding Order to Show Cause on Motion Calendar.	0.20
03/17/2020	DJD	Review matter for extension of time; telephone conference call with Mark Raymond.	0.80
03/18/2020	TAD	Continue review of statute and case law re: claim and answer. Receipt of Motion to Continue and correspondence re: same.	1.30
03/19/2020	TAD	Review statue and case law re: motion to continue and evidentiary issues. Prepare correspondence re: same. Review additional case law re: objection. Prepare Town's response in opposition to motion and correspondence re: same.	2.60
	GB	Reviewed Memorandum of Law & FInal Judgment in similar case, Read resolutions which are the subject matter of this bond validation matter. Read case law cited in Final Assessment Methodology Report	0.80
	DJD	Initial draft of Motion in opposition to Motion for extension of time.	1.30
03/20/2020	TAD	Revise motion. Telephone conference with judicial assistant re: hearing.	0.30
	GB	Continued drafting and conducting legal research for Town's Memorandum of Law in Support of Complaint.	3.20
	DJD	Revise and finalize response in opposition to Motion for extension of time.	1.20
	MDC	Meet with Gal Betesh, review memoranda of law in previous validation and special assessments.	0.40
03/23/2020	GB	Continued drafting & conducting legal research for Memo in Support of Complaint.	0.60
03/24/2020	GB	Continued drafting & conducting legal research for Memo in Support of Complaint.	1.50
	TAD	Receipt and review of request for judicial notice. Review citations re: same. Receipt of objection from Ginsberg defendants. Receipt of answer from Geisser defendants. Review case law cited by both re: response to objections and answer. Review report re: methodology arguments. Prepare correspondence to court re: hearing. Receipt of response to same. Prepare notice of hearing on motion for extension of time. Prepare correspondence to court re: motion and response and case law for hearing.	2.20
	DJD	Receipt and review of Answer and Obljection to Validation; review Motion to take Judicial Notice and Objection.	1.30
03/25/2020	TAD	Receipt and review of correspondence from court re: issues with filing and receipt of revised filing. Review responses and motions re: conference. Attend conference with DJD and GB re: status and strategy. Review	

TOWN OF HILLSBORO BEACH

ACCOUNT NO: 1182-1200991
STATEMENT NO: 30532

adv. State of Florida (Bond Validation 2020)

			HOURS	
		memorandum of law.	1.20	
	GB	Telephone conference call with DJD and TAD regarding case statutes and strategy moving forward. Continued drafting Memo in Support of Town's Complaint for Validation and conducting legal research on the subject. Emailed TAD first draft of memo.	2.30	
	DJD	Prepare for hearing; Telephone conference call with Ms. Heaven with State Attorney's Office.	1.60	
03/26/2020	TAD	Review ans edit memorandum of law in support of validation. Prepare correspondence re: same. Receipt of correspondence re: order to show cause hearing. Receipt and review of amended answer (Geisse).	1.10	
	IR	Receipt and review of new litigation filed titled Town of Hillsboro Beach v. State of Florida, etc. et.al.; receipt and review of email from Marc Ginsberg, defendant in litigation noted above; preparation of paralegal file and initial preparation of Trial Witness and Subpoena duces tecum tracking chart.	0.80	
03/27/2020	TAD	Receipt and review of amended filings from defendant.	0.20	
		FOR CURRENT SERVICES RENDERED	50.20	10,725.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
D.J. DOODY	20.00	$225.00	$4,500.00
MICHAEL D. CIRULLO	0.90	225.00	202.50
SEAN M. SWARTZ	2.30	225.00	517.50
GAL BETESH	10.10	225.00	2,272.50
CYNTHIA L. DUNN	4.90	125.00	612.50
INGRID RIERA	0.80	125.00	100.00
TRACEY A. DECARLO	11.20	225.00	2,520.00

	Photocopies	164.15
	TOTAL EXPENSES THRU 03/29/2020	164.15
03/05/2020	Compass Investigations - Invoice 2020002201	100.00
03/06/2020	SunSentinel - Publication	617.70
		717.70
	TOTAL ADVANCES THRU 03/29/2020	717.70
	TOTAL CURRENT WORK	11,606.85
	BALANCE DUE	$11,606.85

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item: **Goren, Cherof, Doody & Ezrol Invoice #30533 $6,978.50 (David Pratt Appeal, Seagrape Revocable Trust)**

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

Agenda Date: **April 7, 2020**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. GCDE Invoice #30533 $6,978.50 (David Pratt Appeal, Seagrape Trust)

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

TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile
Hillsboro Beach FL 33062

03/30/2020
ACCOUNT NO: 1182-1200992
STATEMENT NO: 30533

Attn: Mac Serda, Town Manager

adv. David Pratt (Seagrape Revocable Trust) Appeal

			HOURS
02/29/2020	DJD	Initial review of Petition for Writ of Certiorari.	1.10
03/02/2020	DJD	Continued review petition for Writ of Certiorari.	0.70
	SMS	review of petition for Writ of Certiorari on variance for property located at 965 Hillsboro Mile	1.50
03/03/2020	SMS	review of writ of certiorari and research on variance approval	1.50
	DJD	Initial review of transcript of Commission Meeting.	1.20
03/04/2020	DJD	Continuation of review of transcript.	1.20
03/05/2020	SMS	review/research case law related to City Commission deference; draft response to order to show cause	1.90
	CLD	Created template for Town's response to petition for writ; drafted Notice of Appearance; downloaded and saved to system all docket documents.	0.80
	DJD	Determination of status of Rule of Cause.	0.50
03/06/2020	SMS	research/review case law for response to order to show cause; review meeting record	1.10
03/09/2020	SMS	research on challenge to variance development order based on cost of removal of encroachment	0.90
03/11/2020	SMS	research on standard for variance	1.40
03/12/2020	SMS	draft response to order to show cause; research case law for upholding variance approval	2.80
	DJD	Receipt and process Rule to Show Cause; review of file.	1.00
03/13/2020	SMS	review development order for variance; draft Town's response to order to show cause	1.50
03/17/2020	SMS	draft response to order to show cause	1.60
03/18/2020	SMS	draft Response to Order to Show Cause	1.20
03/19/2020	DJD	Review Florida case law.	1.40
03/20/2020	SMS	draft/revise response to order to show cause	0.80
03/23/2020	SMS	draft response to order to show cause	1.10

TOWN OF HILLSBORO BEACH

03/30/2020

ACCOUNT NO: 1182-1200992
STATEMENT NO: 30533

adv. David Pratt (Seagrape Revocable Trust) Appeal

			HOURS	
03/24/2020	SMS	draft response to order to show cause	1.00	
03/26/2020	SMS	draft response to order to show cause	2.30	
03/27/2020	SMS	draft response to order to show cause	1.70	
	DJD	Initial review of Response to Show Cause.	1.00	
		FOR CURRENT SERVICES RENDERED	31.20	6,940.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
D.J. DOODY	8.10	$225.00	$1,822.50
SEAN M. SWARTZ	22.30	225.00	5,017.50
CYNTHIA L. DUNN	0.80	125.00	100.00

Photocopies	38.50
TOTAL EXPENSES THRU 03/29/2020	38.50
TOTAL CURRENT WORK	6,978.50
BALANCE DUE	$6,978.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
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Agenda Item Cover Memo

Agenda Item: **Sweetapple, Broeker & Varkas Invoice #10892 Services thru Mar 2020 $14,975.00 (TOHB vs Deerfield Beach)**

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

Agenda Date: **April 7, 2020**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. SBK Invoice #10892 $14,975.00

Sweetapple, Broeker & Varkas

4800 North Federal Highway Suite 306D

Boca Raton, Fl 33431

Phone: 561-392-1230 | Fax: 561-394-6102

Account Statement

Prepared for Mayor Tarrant

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

Previous Balance	$0.00
Current Charges	$14,975.00
New Balance	$14,975.00
Adjustments	$0.00
Payments	$0.00
Now Due	$14,975.00

Sweetapple, Broeker & Varkas

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

INVOICE

Misc Tarrant

Invoice Date: March 30, 2020
Invoice Number: 10892
Invoice Amount: $14,975.00

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

Attorney's Fees

3/3/2020	Travel and attend meeting. Call to counsel.	R.S.	1.25	$625.00
3/3/2020	Review and respond emails and conference Jack.	R.S.	.30	$150.00
3/4/2020	Review West Hampton beach materials. Conference Mayor.	R.S.	2.00	$1,000.00
3/4/2020	Prep for conference with Cindy and counsel.	R.S.	.80	$400.00
3/4/2020	Lawyer conference. Conference client.	R.S.	1.20	$600.00
3/5/2020	Counsel conferences. Conference DJ. Conference Mayor. Conference Cindy.	R.S.	1.80	$900.00
3/6/2020	Meeting prep. Organize materials and outline.	R.S.	1.25	$625.00
3/6/2020	Research case law for RAS	L.W.	3.00	$375.00
3/7/2020	Review and prepare outline for conference with Cindy. Conference Cindy. Conference Mayor.	R.S.	1.75	$875.00
3/7/2020	Additional conferences re public nature of erosion control line easements at town line and south 1 mile.	R.S.	.60	$300.00
3/8/2020	Review and respond multiple.	R.S.	.25	$125.00
3/9/2020	Prep. Meeting with Cindy. Shade meeting.	R.S.	6.50	$3,250.00
3/10/2020	Work on PRR. Conferences Cindy RE projects and strategy.	R.S.	1.40	$700.00
3/10/2020	Conference Mayor.	R.S.	.10	$50.00
3/11/2020	Review standing issues and arguments. Multiple conferences with Cindy and Mayor. VM to DJ RE assignment of claims.	R.S.	1.50	$750.00
3/14/2020	Review and respond multiple.	R.S.	.40	$200.00
3/16/2020	Review memo and respond.	R.S.	.20	$100.00
3/17/2020	Review prior mediation issues and Boca inlet issues with Cindy and Mayor.	R.S.	1.25	$625.00
3/19/2020	Review re shade meeting. Text Mayor and Cindy.	R.S.	.20	$100.00

3/19/2020	Review and respond multiple.	R.S.	.25	$125.00
3/20/2020	Prep, Travel and meet with expert and Mayor Face time Cindy. Numerous conferences Cindy RE claims additional parties and mediation.	R.S.	3.25	$1,625.00
3/22/2020	Review and prep memo to Cindy.	R.S.	.30	$150.00
3/23/2020	Memos with Cindy and conference with Mayor about written mediation goals and contingency plans.	R.S.	.30	$150.00
3/24/2020	Review and conference Cindy.	R.S.	.20	$100.00
3/24/2020	Review re premeditation. Conference Cindy. Respond.	R.S.	.25	$125.00
3/26/2020	Review memo from Cindy and respond.	R.S.	.20	$100.00
3/27/2020	Prep and conference	R.S.	1.50	$750.00
3/30/2020	Review and respond multiple with Cindy.	R.S.	.20	$100.00
SUBTOTAL:			32.20	$14,975.00

Costs

SUBTOTAL:	$0.00

Matter Ledgers

3/30/2020	Invoice 10892	$14,975.00
SUBTOTAL:		$14,975.00

TOTAL $14,975.00

PREVIOUS BALANCE DUE $0.00

CURRENT BALANCE DUE AND OWING $14,975.00

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item: **Broward County Water & Wastewater Services (BCWWS)**
Presented by Pat MacGregor

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

Agenda Date: **April 7, 2020**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: None

TOWN OF HILLSBORO BEACH

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Agenda Item Cover Memo

Agenda Item: **Police Department**
Presented by Chief Nagy

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

Agenda Date: **April 7, 2020**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. Feb 2020 Police Report

TOWN OF HILLSBORO BEACH

Thomas D. Nagy, Chief of Police
tnagy@townofhillsborobeach.com

Hillsboro Beach Police
FEBRUARY 2020 Activity Report

Marine	Feb-20	Prior Month	Feb-19
Total Number of Marine Contacts	3	35	4
Total Number of Boats Removed From Swim Zone	1	2	0
Total Number of Wake/Safety Education Given	1	31	4
Hours of Marine Patrol	3.5	50	11.75
Hours of ATV Patrol	6	9	1.2
Traffic/Pedestrian/Cyclist			
Total Number of Traffic Contacts	160	106	68
Total Number of Trespassers Removed	86	76	33
Total Number of Cyclist Contacts	38	21	77
Hours Conducting Crosswalk Enforcement	20	9	36
Hours Of Bike Patrol	0	0	0
Activity			
Total Number of Sick/Deceased/Injured Calls For Service	15	22	20
CUSHIONS (Call Urgent Sick Hospitalized Individuals On Next Shift)	15	22	20
Total Number of Arrests	2	8	0
Total Number of Crashes	2	3	3
Service Calls	211	233	168

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

Submitted by:

Thomas Nagy, Chief of Police

3/16/20
Date

1210 Hillsboro Mile • Hillsboro Beach, FL 33062 • Phone: 954.427.6600 • Fax: 954.427.7428
www.hillsborobeachpd.org

TOWN OF HILLSBORO BEACH

Patrol Activity
FEBRUARY 2020

Thomas D. Nagy, Chief of Police
tnagy@townofhillsborobeach.com

	Mileage	Arrests	Traffic Contacts	Marine Contacts	Bicyclist Contacts	ATV Contacts	Security Checks	Service Calls*	Self Initiated Calls	Enforcements (crosswalk)	Work Zone Enforcements	Subpoena Hours	Training Hours	ATV Hours	Marine Hours	PD Bicycle Hours
Chief Nagy	30		1													
Major O'Neill																
Lt. Pugliese	161		1				117	16	5				8			
Sgt. Mastrandrea	823		14				787	42	12				11			
Sgt. Clark	1026	1	43				582	48	18							
Sgt. Gianino	356	1	2				202	19	3	3			41			
Sgt. Kirchoff	981		5			12	984	60	34	1			30	2		
Ofc. McGrath	1065		21		4	3	582	46	37				5	1		
Ofc. Kelly	953	1	16		27		469	40	60	6			10	1		
Ofc. Steel	571		24				677	38	47				6			
Ofc. Nolan	919		22		7	5	585	38	33	6				3		
Ofc. Stengel	600		4				440	21	16	4			2			
Ofc. Pope	163		1			2	69	18	1				8	1	3.5	
Ofc. Torres	988		2				514	35					40			
Ofc. Landry																
Ofc. Bukata																
Monthly Totals	**8636**	**3**	**156**	**0**	**38**	**22**	**6008**	**421**	**266**	**20**	**0**	**0**	**161**	**8**	**3.5**	

*service calls represents number of officers responding to a call and is higher than total calls because more than one officer may respond to each call.

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Thomas D. Nagy, Chief of Police
tnagy@townofhillsborobeach.com

Crash Locations
FEBRUARY 2020

Location	Injury	No Injury	Fatal	Total
951 Hillsboro Mile		X		1
1210 Hillsboro Mile		X		1
Total		2		2

Crash Causes

	Total
Careless Driving	0
Failed to Yield Right of Way	0
Improper Backing	0
Following Too Closely	0
Disregarded Traffic Signal	0
Exceeded Safe Speed	0
Fail to Maintain Equipment	0
DUI	0
Hit and Run	1
Other	1
Total	2

TOWN OF HILLSBORO BEACH

Thomas D. Nagy, Chief of Police
tnagy@townofhillsborobeach.com

Investigation Activity
FEBRUARY 2020

Complaint/Info	Active	Pending	Cleared
Currently Working			
Grand Theft	3	1	
Robbery	1		
Burglary Conveyance	2	1	
Burglary/Grand Theft		1	
Petit Theft	1	1	
Property Damage		1	
Criminal Mischief		1	
Unlicensed Contractor			1
New			
Burglary Conveyance	1		
Identity Theft	2		
Grand Theft	2		
Burglary Structure	1		

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TOWN OF HILLSBORO BEACH

Thomas D. Nagy, Chief of Police
tnagy@townofhillsborobeach.com

Bias Based Profiling
FEBRUARY 2020

	Traffic Contacts		*Arrests (including traffic)*		
	Male	Female	Male	Female	
White	67	38	1		
Black	16	2	1		
Asian	0	0			
Native American	0	0			
Other	25	12		1	
Total	108	52	2	1	163

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2020 Gas Usage Police Department

Employee	Department	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total Gallons
1-Nagy	Police	107.9	98.9											206.8
13-O'Neill	Police	0.0	14.2											14.2
3-Pugliese	Police	74.9	60.3											135.2
4-Mastandrea	Police	52.0	137.3											189.3
5-Clark	Police	193.5	170.6											364.1
12-Gianino	Police	0.0	0.0											0.0
11-Kirchoff	Police	12.6	13.2											25.8
7-McGrath	Police	135.4	149.0											284.4
8-Kelly	Police	47.8	0.0											47.8
9-Steel	Police	118.8	118.2											237.0
10-Nolan	Police	77.4	36.5											113.9
14-Pope	Police	0.0	66.3											66.3
15-Stengel	Police	14.0	0.0											14.0
27-Torres	Police	47.9	0.0											47.9
16-Landry	Police	0.0	0.0											0.0
18-Beauparlant	Police	207.4	151.0											358.4
17-Bukata	Police	0.0	0.0											0.0
26-Joseph	Maintenance	21.3	0.0											21.3
Police Totals	**TOTALS**	1110.9	1015.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2126.4

Gas Usage Water Department

19-Garray	Water Dept	45.9	37											82.9
20-Bullard	Water Dept	57.3	83.7											141
21-Charles	Water Dept	20.4	59.8											80.2
22-Knapstein	Water Dept	0	0											
23-Rivera	Water Dept	0	0											0
Water Totals		123.6	180.5	0	0		0	0	0	0	0	0	0	

Gas Tank 47 1/2'" = 3191 gal

2020 Vehicle Mileage PD

Unit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TM
160	2,157	3,372											5,529
161	2,491	2,286											4,777
162	24	540											564
163	4,257	2,438											6,695
164	2,468	2,463											4,931
166	1,289	1,247											2,536
TOTAL	12,686	12,346											25,032
GALLONS	1,110.90	1,016											2,126

Specialty Vehicles PD

Marine 1	40	3											43
ATV	8.7	6.6											15.3

Water Department

170	577	532											1,109
171	105	47											152
172	502	473											975
173	199	236											435
TOTAL	1,383	1,288											2,671
GALLONS	123.6	180.5											304

Vehicle/Mileage Recap FEBRUARY 2020

Unit	Type	Primary Use	EOM	BOM	CMM	PMM	INC/DEC
160	SUV	Road Patrol	133,753	130,381	3,372	2,157	1,215
161	SUV	Road Patrol	111,683	109,397	2,286	2,491	-205
162	Crown Vic.	Training/Decoy	123,839	123,299	540	24	516
163	SUV	Road Patrol	32,593	30,155	2,438	4,257	-1,819
164	Charger	Chief	63,557	61,094	2,463	2,468	-5
166	Charger	Major	166,773	165,526	1,247	1,289	-42
			Police	**TOTALS**	12,346	12,686	-340
170	Pickup Truck	Water Dept	92,958	92,426	532	577	-45
171	Pickup Truck	Maintenance	91,046	90,999	47	105	-58
172	Pickup Truck	Water Dept	50,179	49,706	473	502	-29
173	Pickup Truck	Water Dept	3,080	2,844	236	199	37
			Water Dept	**Totals**	1,288	1,383	-95
			EOMH	**BOMH**	**CMH**	**PMH**	**INC/DEC**
M1	Boat	Patrol	1211.5	1208.6	3	40	-37
165	ATV	Patrol	486.6	480	6.6	8.7	-2.1

Key

EOM= End of Month
BOM= Beginning of Month
CMM= Current Month Mileage
PMM= Previous Month Mileage
INC/DEC= Increase/Decrease
EOMH= End of Month Hours
BOMH= Beginning of Month Hours
CMH- Current Month Hours
PMH- Previous Month Hours

TOWN OF HILLSBORO BEACH

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Agenda Item Cover Memo

Agenda Item: **Finance Dept**
Presented by Stephen Bloom, Inframark
Submitting Dept: Town Clerk, Sherry D. Henderson, Town Clerk
Agenda Date: April 7, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:
1. Financial Performance - Feb2020 sb
2. Town of Hillsboro Beach February 2020 Financials

TOWN OF HILLSBORO BEACH

FINANCIAL REPORT
FEBRUARY 29, 2020

Meeting Date: April 7, 2020

1

GENERAL FUND

Overview

- Surplus of $2.3 million through February. (Total funding over/under Expenditures)

Revenue / Other Sources

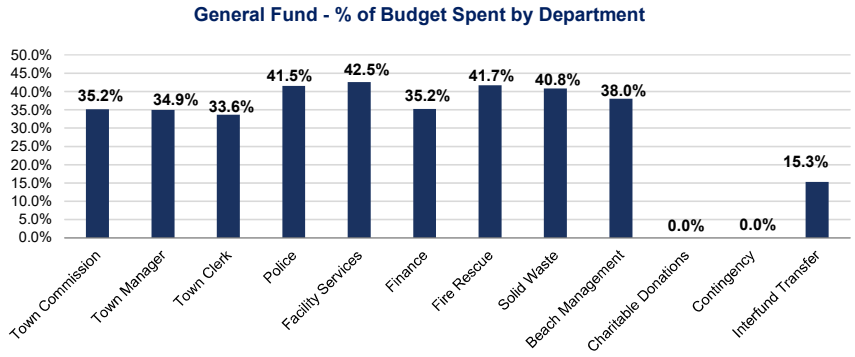
- Total funding for February was at 84.7% of the annual budget (excluding use of fund balance).
- Revenue from property tax collections is 90.6% through February.

Description	Budget	Actual	% of Budget
Property Taxes	$ 4,715,939	$ 4,270,670	90.6%
Other Local Taxes	270,000	116,613	43.2%
Intergovernmental Revenues	178,949	74,249	41.5%
Fines & Forfeitures	5,100	987	19.4%
Miscellaneous Revenues	45,000	32,428	72.1%
Interest Income	48,000	54,233	113.0%
Transfer In	133,000	20,833	15.7%
Total Funding	**$ 5,395,988**	**$ 4,570,013**	**84.7%**

GENERAL FUND

Expenditures

- Total expenditures – Favorable at 37.9% of the annual budget.



SPECIAL REVENUE FUNDS

Fund Highlights

- Total funding and expenditures for these funds net to zero.
  - Community Bus Fund – Approximately 36.6% of budget or $29.9 thousand.
  - Marine Law Enforcement Fund – 26.1% of budget or $7.9 thousand.
  - Permitting, P&Z, Code Compliance – 40.4% of budget or $175 thousand.
- $309.8 thousand balance in Federal Forfeitures / Asset Sharing Fund (includes interest income).

OTHER FUNDS

Debt Service Fund – Beach Loan

- Total assessments collected for February was $699.2 thousand or 89.2% of the annual budget.
- The Beach Loan was paid off on **March 16, 2020**.

Capital Projects Fund – (General Fund Improvements)

- The capital expenditures for February was $29.7 thousand or .05% of the annual budget.

WATER FUND

Overview

- Overall, the water fund had a surplus of $195.1 thousand.
- Operations had a surplus of $71.8 thousand.
- Debt Service payments were made in November in the amount of $189.7 thousand.

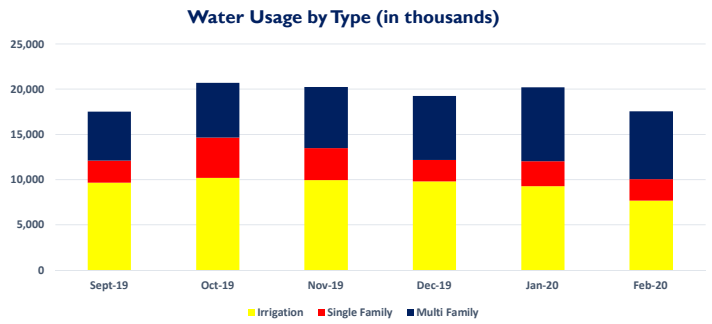
Revenue/Other Sources

- Total revenue – 41.6% of the annual budget.
- Total water service revenue – 43.2% of the annual budget.
- The water usage billings through February were up by 6.2% compared to last year at this time.

WATER FUND

Revenue/Other Sources (continued)

- The chart below compares the water usage for the last 6 months.



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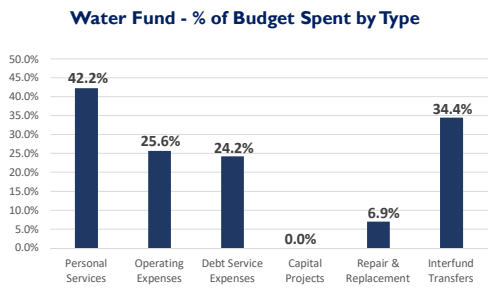
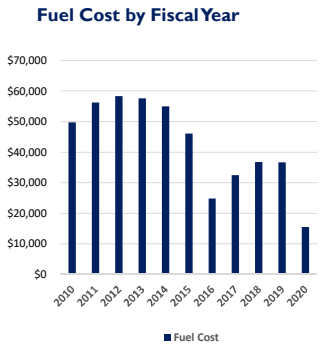
WATER FUND

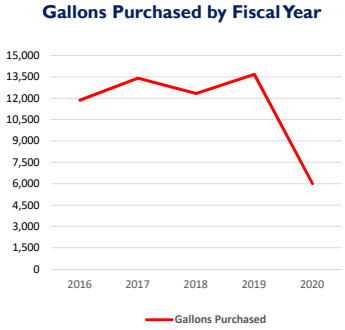
Expenses

- Total expenses through February was at 23.9% of the annual budget.
  - Debt Service Expenses:
    - Loan payment for Water Main project: was paid on November 14, 2019.
    - Loan payment for Water Plant project is scheduled for March 15, 2020.
  - Capital Purchases:
    - The capital expenditures for February totaled $4.5 thousand or .6% of the annual budget.



FUEL COSTS BY FISCAL YEAR (UPDATED THRU FEBRUARY)





Fiscal Year	Fuel Cost	Gallons Purchased	Avg Price / Gallon
2010	$49,662		
2011	$56,162		
2012	$58,320		
2013	$57,515		
2014	$54,888		
2015	$46,030		
2016	$24,771	11,858	$2.09
2017	$32,433	13,405	$2.42
2018	$36,733	12,320	$2.98
2019	$36,586	13,666	$2.68
2020	$15,407	6,010	$2.56

MEMORANDUM

TO: Mayor Deb Tarrant and Commissioners
FROM: Stephen Bloom, Finance Director
CC: Commissioner Vicky Feaman, Treasurer / Ken Cassel, Project Manager
DATE: March 26, 2020
SUBJECT: February Financial Report

Please find included in this agenda item the February 2020 financial report. At this point in the fiscal year (through February), the revenues and expenditures should be at approximately 41.67% of the adopted budget. To further assist with your review, an overview of each of the Town's funds is provided below.

General Fund

- Total funding through February was at 75.4% of the annual budget.
    - Ad valorem taxes are 90.7% collected through February.
- Total expenditures through February were at 37.9% of the annual budget.

Special Revenue Funds

Community Bus

- Total funding and expenditures through February were at 36.6% of the annual budget.

Marine Law Enforcement Grant

- Total funding and expenditures through February were at 26.1% of the annual budget.

Permitting, P&Z, Code Compliance

- Total funding and expenditures through February were at 40.4% of the annual budget.

Federal Forfeitures / Asset Sharing

- Total funds received thru February - $309,843.

Debt Service Fund – (Beach Loan)

- Total revenues (Non-Ad valorem assessments) through February were at 89.2% of the annual budget.
- The loan was paid off in full March 16, 2020.

Capital Projects Fund – (General Fund Improvements)

- Total funding and expenditures through February were at 0.5% of the annual budget.

MEMORANDUM

Town of Hillsboro Beach

Subject: February Financial Report

Page 2

Water Fund – (Operations)

- Total funding through February was at 39.6% of the annual budget. The water usage billings through February (YTD) were up by 6.2% compared to last year at the same time. For the month of February, the total gallons used was down by (13.1%) or 2,653 thousand gallons compared to last month. The chart below compares the usage for February by category (Single Family, Multi Family, Irrigation) with last month and with the prior year - February 2019. The Change in usage and % change compare current month with prior month.

Usage Comparison in thousands)

				Month-to-Month Change	
Service Type	**(Prior Yr) Feb-19**	**Jan-20**	**Feb-20**	**Change in Usage**	**% Change**
Irrigation	6,691	9,250	7,659	-1,591	-17.2%
Single Family	1,673	2,773	2,370	-403	-14.5%
Multi Family	6,309	8,165	7,506	-659	-8.1%
Total	**14,673**	**20,188**	**17,535**	**-2,653**	**-13.1%**

- Total expenses through February were at 34.7% of the annual budget.

Debt Service – (State Revolving Loans)

- Total funding through February was 41.7% of the annual budget.
- The loan payment for the water plant on March 15, 2020 was paid on time.
- The next loan payment for the water main project will be paid on May 15, 2020.

Capital Projects Fund – (Water Fund Improvements)

- Total funding and expenditures thru February were at .6% of the annual budget.

Town of Hillsboro Beach

Financial Report

February 29, 2020

Prepared by

INFRAMARK
INFRASTRUCTURE MANAGEMENT SERVICES

Town of Hillsboro Beach

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Town of Hillsboro Beach

Financial Statements

(Unaudited)

February 29, 2020

Balance Sheet
February 29, 2020

ACCOUNT DESCRIPTION	GENERAL FUNDS	SPECIAL REVENUE FUNDS	DEBT SERVICE FUNDS	WATER FUNDS	TOTAL
ASSETS					
Current Assets					
Equity in Pooled Cash	$ 5,977,905	$ 45,702	$ 927,801	$ 2,207,432	$ 9,158,840
Accounts Receivable	81,439	3,022	-	179,491	263,952
Allow -Doubtful Accounts	(26,072)	-	-	(32,305)	(58,377)
Assessments Receivable	-	-	251,730	-	251,730
Due From Other Gov'tl Units	29,740	19,101	-	-	48,841
Deferred Outflow of Resources	-	-	-	91,447	91,447
Fuel	8,431	-	-	-	8,431
Money Market Account	-	293,772	-	-	293,772
BoA Loan Funding	-	-	367,291	-	367,291
Prepaid Items	164,248	-	-	10,943	175,191
Deposits	350,000	-	-	-	350,000
Total Current Assets	6,585,691	361,597	1,546,822	2,457,008	10,951,118
Noncurrent Assets					
Fixed Assets					
Buildings	-	-	-	2,037,360	2,037,360
Accum Depr - Buildings	-	-	-	(727,873)	(727,873)
Distribution System	-	-	-	11,697,713	11,697,713
Plant Improvements	-	-	-	608,583	608,583
Infrastructure	-	-	-	102,068	102,068
Accum Depr - Infrastructure	-	-	-	(2,112,345)	(2,112,345)
Equipment	-	-	-	140,393	140,393
Meters	-	-	-	406,036	406,036
Vehicles	-	-	-	80,905	80,905
Accum Depr - Equip/Furniture	-	-	-	(518,478)	(518,478)
TOTAL ASSETS	**$ 6,585,691**	**$ 361,597**	**$ 1,546,822**	**$14,171,370**	**$22,665,480**
LIABILITIES					
Accounts Payable	$ 205,628	$ 33,484	$ -	$ 18,316	$ 257,428
Accrued Expenses	97,091	17,289	-	85	114,465
DBPR/DCA/BRA Surcharges	-	980	-	-	980
Accounts Payable - Other	100	-	-	-	100
Notes/Loans Payable - Current	-	-	-	636,745	636,745
Notes/Loan Payable - LT (Water Main)	-	-	-	5,256,053	5,256,053
Compensated Absences-Current	26,244	-	-	-	26,244
Accrued Interest Payable	-	-	-	27,391	27,391
Accrued Wages Payable	66,519	-	-	12,995	79,514

Balance Sheet
February 29, 2020

ACCOUNT DESCRIPTION	GENERAL FUNDS	SPECIAL REVENUE FUNDS	DEBT SERVICE FUNDS	WATER FUNDS	TOTAL
Accrued Taxes Payable	5,097	-	-	976	6,073
Payroll Deduction - Misc.	6,378	-	-	2,383	8,761
ICMA-Retirement Health Savings	334	-	-	-	334
Flexible Spending Account	(247)	-	-	368	121
Deposits	8,125	-	-	-	8,125
Deferred Revenue	-	-	251,730	-	251,730
Notes/Loans Payable - LT	-	-	-	3,386,407	3,386,407
Compensated Absences-Long-Term	-	-	-	81,830	81,830
OPEB Liability	-	-	-	26,747	26,747
Deferred Inflow of Resources	-	-	-	1,093	1,093
Net Pension Liability	-	-	-	276,232	276,232
TOTAL LIABILITIES	**415,269**	**51,753**	**251,730**	**9,727,621**	**10,446,373**
FUND BALANCES / NET ASSETS					
Fund Balances					
Nonspendable:					
Prepaid Items	164,248	-	-	-	164,248
Restricted for:					
Debt Service	-	-	1,295,092	-	1,295,092
Special Revenue	-	305,652	-	-	305,652
Seizures	-	4,192	-	-	4,192
Unassigned:	6,006,174	-	-	-	6,006,174
Net Assets					
Invested in capital assets, net of related debt	-	-	-	2,435,156	2,435,156
Unrestricted/Unreserved	-	-	-	2,008,593	2,008,593
TOTAL FUND BALANCES / NET ASSETS	**$ 6,170,422**	**$ 309,844**	**$ 1,295,092**	**$ 4,443,749**	**$12,219,107**
TOTAL LIABILITIES & FUND BALANCES / NET ASSETS	**$ 6,585,691**	**$ 361,597**	**$ 1,546,822**	**$14,171,370**	**$22,665,480**

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

For the Period Ending February 29, 2020

(41.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Feb-19	PRIOR YEAR Variance Fav (unfav)
FUNDING						
Revenues						
Property Taxes	$ 4,715,939	$ 4,270,670	$ 445,269	90.6%	$ 4,228,367	$ 42,303
Other Local Taxes	270,000	116,613	153,387	43.2%	116,551	62
Intergovernmental Revenues	178,949	74,249	104,700	41.5%	75,234	(986)
Fines & Forfeitures	5,100	987	4,113	19.4%	1,826	(839)
Miscellaneous Revenues	45,000	32,428	12,572	72.1%	8,941	23,487
Interest Income	48,000	54,233	(6,233)	113.0%	51,528	2,705
Total Revenues	**5,262,988**	**4,549,180**	**713,808**	**86.4%**	**4,482,448**	**66,732**
Other Sources						
Transfer In	133,000	20,833	112,167	15.7%	40,111	(19,277)
Use / (Add't) Fund Balance	664,506	-	-	0.0%	-	-
Total Other Sources	**797,506**	**20,833**	**112,167**	**2.6%**	**40,111**	**(19,277)**
TOTAL FUNDING	**6,060,494**	**4,570,013**	**825,975**	**75.4%**	**4,522,558**	**47,455**
EXPENDITURES						
Town Commission	42,396	14,904	27,492	35.2%	13,571	(1,333)
Town Manager	354,967	122,824	232,143	34.6%	96,821	(26,003)
Town Clerk	252,970	85,017	167,953	33.6%	63,352	(21,665)
Police	2,880,753	1,195,338	1,685,415	41.5%	1,117,497	(77,842)
Facility Services	211,332	89,919	121,413	42.5%	92,531	2,611
Finance	113,474	39,979	73,495	35.2%	37,574	(2,405)
Fire Rescue	819,287	341,357	477,930	41.7%	334,631	(6,726)
Solid Waste	273,714	111,756	161,958	40.8%	111,756	-
Beaches	663,000	251,929	411,071	38.0%	235,340	(16,589)
Charitable Donations	6,560	-	6,560	0.0%	3,572	3,572
Contingency	150,000	-	150,000	0.0%	-	-
TOTAL EXPENSES	**5,768,453**	**2,253,023**	**$ 3,515,430**	**39.1%**	**2,106,644**	**(146,378)**
Interfund Transfer - Out	292,041	44,605	247,436	15.3%	25,154	(19,451)
TOTAL EXPENDITURES	**6,060,494**	**2,297,627**	**$ 3,762,867**	**37.9%**	**2,131,798**	**(165,829)**
Total Funding over (under) Expenditures	$ -	2,272,386			$ 2,390,760	$ (118,374)
Fund Balance - Beginning		3,898,036				
Fund Balance - Ending		**$ 6,170,422**				

General Fund - Revenue

For the Period Ending February 29, 2020

(41.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Feb-19	PRIOR YEAR Variance Fav (unfav)
FUNDING						
Revenues						
Property Tax						
Ad Valorem Taxes	$ 4,891,478	$ 4,434,473	$ 457,005	90.7%	$ 4,394,508	$ 39,966
Ad Valorem Taxes - Prior Years	3,000	7,874	(4,874)	262.5%	2,947	4,927
Ad Valorem Taxes - Discounts	(178,539)	(171,677)	(6,862)	96.2%	(169,088)	(2,589)
Total - Property Tax	**4,715,939**	**4,270,670**	**445,269**	**90.6%**	**4,228,367**	**42,303**
Other Local Taxes						
FPL Franchise	230,000	99,949	130,051	43.5%	99,802	146
Local Communications Tax	40,000	16,664	23,336	41.7%	16,748	(84)
Total - Other Local Taxes	**270,000**	**116,613**	**153,387**	**43.2%**	**116,551**	**62**
Intergovernmental Revenues						
Occupational Licenses	1,700	292	1,408	17.2%	316	(24)
State Revenue Sharing	45,500	18,917	26,583	41.6%	18,761	156
Alcoholic Beverage License	640	-	640	0.0%	-	-
Half-Cent Sales Tax	131,109	54,502	76,607	41.6%	55,649	(1,146)
Total - Intergov. Revenues	**178,949**	**74,249**	**104,700**	**41.5%**	**75,234**	**(986)**
Fines & Forfeitures						
Judgments and Fines	5,000	987	4,013	19.7%	1,693	(706)
Other Fines and/or Forfeits	100	-	100	0.0%	133	(133)
Total - Fines & Forfeitures	**5,100**	**987**	**4,113**	**19.4%**	**1,826**	**(839)**
Miscellaneous Revenue						
Miscellaneous	10,000	1,079	8,921	10.8%	3,541	(2,462)
Police Reimbursement	20,000	24,049	(4,049)	120.2%	-	24,049
Lien Search Fee	15,000	7,300	7,700	48.7%	5,400	1,900
Total - Misc. Revenue	**45,000**	**32,428**	**12,572**	**72.1%**	**8,941**	**23,487**
Interest Income						
Interest - Investments	75,000	38,308	36,692	51.1%	26,865	11,443
Interest - Tax Collector	3,000	2,358	642	78.6%	2,512	(154)
Net Incr (Decr) In FMV-Invest	(30,000)	13,566	(43,566)	-45.2%	22,151	(8,585)
Total - Interest Income	**48,000**	**54,233**	**(6,233)**	**113.0%**	**51,528**	**2,705**
Total Revenue	**5,262,988**	**4,549,180**	**713,808**	**86.4%**	**4,482,448**	**66,732**

General Fund - Revenue

For the Period Ending February 29, 2020

(41.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Feb-19	PRIOR YEAR Variance Fav (unfav)
Transfer In						
Water Fund	50,000	20,833	29,167	41.7%	20,833	-
Special Rev. - Permits, P&Z	83,000	-	83,000	0.0%	19,277	(19,277)
Total - Transfer In	**133,000**	**20,833**	**112,167**	**15.7%**	**40,111**	**(19,277)**
Use / (Add't) Fund Balance	**664,506**	**-**	**664,506**	**0.0%**	**-**	**-**
TOTAL FUNDING	**6,060,494**	**4,570,013**	**1,490,481**	**75.4%**	**4,522,558**	**47,455**

General Fund - Town Commission

For the Period Ending February 29, 2020

(41.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Feb-19	PRIOR YEAR Variance Fav (unfav)
Personal Services						
Mayor/Commission Stipend	$ 28,800	$ 12,000	$ 16,800	41.7%	$ 12,000	$ -
FICA	2,203	918	1,285	41.7%	918	-
Total Personal Services	**31,003**	**12,918**	**18,085**	**41.7%**	**12,918**	**-**
Operating Expenses						
Election Fees	7,893	108	7,785	1.4%	162	54
Mayor/Commission Expense	3,500	1,878	1,622	53.7%	491	(1,387)
Total Operating Expenses	**11,393**	**1,986**	**9,407**	**17.4%**	**653**	**(1,333)**
TOTAL COMMISSION	**$ 42,396**	**$ 14,904**	**$ 27,492**	**35.2%**	**$ 13,571**	**$ (1,333)**

General Fund - Town Manager

For the Period Ending February 29, 2020

(41.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Feb-19	PRIOR YEAR Variance Fav (unfav)
Personal Services						
Salaries	$ 132,860	$ 56,203	$ 76,657	42.3%	$ 54,000	$ (2,203)
Payroll - Vacation	11,856	-	11,856	0.0%	-	-
Car Allowance	6,000	2,500	3,500	41.7%	2,500	-
FICA	11,530	4,246	7,284	36.8%	4,035	(211)
Florida Retirement System	36,772	14,194	22,578	38.6%	-	(14,194)
401 (A) Plan	-	-	-	n/a	5,000	5,000
Health and Life Insurance	15,503	8,050	7,453	51.9%	6,375	(1,675)
Workers' Comp Insurance	346	82	264	23.8%	80	(3)
Unemployment Compensation	500	-	500	0.0%	-	-
Total Personal Services	**215,367**	**85,276**	**130,091**	**39.6%**	**71,990**	**(13,286)**
Operating Expenses						
Town Attorney	65,000	35,441	29,559	54.5%	23,204	(12,237)
Prof. Services - IT Services	9,100	1,500	7,600	16.5%	1,500	-
Contracts - Other Services	2,000	600	1,400	30.0%	-	(600)
Prof. Services - Lobbyist	60,000	-	60,000	0.0%	-	-
Miscellaneous	1,000	-	1,000	0.0%	121	121
Computer Expense / Supplies	1,000	-	1,000	0.0%	-	-
Training Expenses	1,500	7	1,493	0.5%	-	(7)
Total Operating Expenses	**139,600**	**37,548**	**102,052**	**26.9%**	**24,831**	**(12,717)**
TOTAL TOWN MANAGER	**$ 354,967**	**$ 122,824**	**$ 232,143**	**34.6%**	**$ 96,821**	**$ (26,003)**

General Fund - Town Clerk

For the Period Ending February 29, 2020

(41.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Feb-19	PRIOR YEAR Variance Fav (unfav)
Personal Services						
Salaries	$ 114,726	$ 30,633	$ 84,093	26.7%	$ 28,671	$ (1,962)
Payroll - Vacation	2,301	920	1,381	40.0%	-	(920)
FICA	8,953	2,400	6,553	26.8%	2,187	(213)
Florida Retirement System	9,912	2,581	7,331	26.0%	2,384	(197)
Health and Life Insurance	28,397	7,191	21,206	25.3%	3,624	(3,567)
Workers' Comp Insurance	299	71	228	23.8%	78	7
Unemployment Compensation	250	-	250	0.0%	-	-
Total Personal Services	**164,838**	**43,797**	**121,041**	**26.6%**	**36,945**	**(6,852)**
Operating Services						
Coding Ordinance	3,000	1,211	1,789	40.4%	-	(1,211)
Prof. Services- Digitize records	15,000	-	15,000	0.0%	-	-
Temporary Labor	-	8,202	(8,202)	n/a	8,641	439
Contracts - Other Services	4,000	5,686	(1,686)	142.2%	1,894	(3,793)
Software Maintenance/Support	7,465	4,848	2,617	64.9%	1,458	(3,390)
Postage and Freight	2,500	1,047	1,453	41.9%	528	(520)
Copier	5,600	3,065	2,535	54.7%	1,950	(1,115)
Advertising	15,000	4,571	10,429	30.5%	4,068	(503)
Office Supplies	5,900	1,689	4,211	28.6%	1,677	(12)
Website Support	4,967	2,070	2,897	41.7%	-	(2,070)
Subscriptions and Memberships	5,700	5,324	376	93.4%	2,296	(3,029)
Office Equipment	1,000	-	1,000	0.0%	-	-
Training Expenses	3,500	597	2,903	17.1%	1,031	434
Resident Mailings	14,500	2,909	11,591	20.1%	2,865	(44)
Total Operating Services	**88,132**	**41,220**	**46,912**	**46.8%**	**26,407**	**(14,813)**
TOTAL TOWN CLERK	**$ 252,970**	**$ 85,017**	**$ 167,953**	**33.6%**	**$ 63,352**	**$ (21,665)**

General Fund - Police

For the Period Ending February 29, 2020

(41.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Feb-19	PRIOR YEAR Variance Fav (unfav)
Personal Services						
Salaries	$ 1,537,597	$ 641,239	$ 896,358	41.7%	$ 605,945	$ (35,294)
Paid Holidays	50,187	34,912	15,275	69.6%	33,012	(1,901)
Overtime	20,000	9,142	10,858	45.7%	5,767	(3,375)
Overtime - Task Force	20,000	12,124	7,876	60.6%	-	(12,124)
Sick Leave Cash Out	30,000	30,638	(638)	102.1%	28,010	(2,628)
Incentive	17,270	5,448	11,822	31.5%	7,811	2,363
FICA	130,462	56,609	73,853	43.4%	52,472	(4,137)
Florida Retirement System	361,695	150,726	210,969	41.7%	158,461	7,735
Health and Life Insurance	419,330	163,600	255,730	39.0%	137,247	(26,353)
Workers' Comp Insurance	57,694	13,714	43,980	23.8%	14,731	1,017
Tuition Reimbursement	2,250	-	2,250	0.0%	-	-
AD&D Insurance	887	280	607	31.6%	350	70
Unemployment Compensation	1,000	-	1,000	0.0%	-	-
Total Personal Services	**2,648,372**	**1,118,432**	**1,529,940**	**42.2%**	**1,043,806**	**(74,626)**
Operating Expenses						
Contracts - Other Services	27,650	4,106	23,544	14.9%	4,732	625
Town Attorney	20,000	-	20,000	0.0%	-	-
Prof. Services - IT Services	9,000	903	8,098	10.0%	1,784	881
Telephone Services	4,100	1,491	2,609	36.4%	2,017	526
Mobile Phones	7,300	1,937	5,363	26.5%	1,476	(462)
Postage	500	56	444	11.3%	9	(48)
Electricity	8,500	3,311	5,189	39.0%	3,478	167
Liability and Property Insurance	26,396	8,401	17,995	31.8%	10,640	2,239
Building Repairs & Maintenance	3,000	198	2,802	6.6%	2,236	2,038
Radio Maintenance	2,100	-	2,100	0.0%	-	-
Auto Repairs and Maintenance	25,000	9,391	15,609	37.6%	11,317	1,926
Boat Repairs and Maintenance	15,000	4,094	10,906	27.3%	7,643	3,549
ATV Repairs and Maintenance	1,500	146	1,354	9.8%	78	(68)
Rental - Vehicles	-	3,741	(3,741)	n/a	-	(3,741)
Copier	2,700	1,589	1,111	58.9%	1,473	(116)
Miscellaneous Services	1,500	20	1,480	1.3%	1,220	1,200
Internet Service	6,100	2,764	3,336	45.3%	2,132	(632)
Physical Examinations	750	435	315	58.0%	260	(175)
Office Supplies	3,000	199	2,801	6.6%	629	429
Operating Supplies	6,000	1,406	4,594	23.4%	1,265	(141)
Fuel & Oil	36,000	13,647	22,353	37.9%	11,634	(2,013)

General Fund - Police

For the Period Ending February 29, 2020

(41.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Feb-19	PRIOR YEAR Variance Fav (unfav)
Uniforms Supplies	7,000	4,615	2,385	65.9%	3,544	(1,071)
Investigation Division	1,500	403	1,097	26.9%	16	(387)
Subscriptions and Memberships	1,785	1,455	330	81.5%	1,281	(174)
Weapons & Specialty Gear	2,000	-	2,000	0.0%	998	998
Education / Training	14,000	12,597	1,403	90.0%	3,831	(8,766)
Total Operating Expenses	**232,381**	**76,906**	**155,475**	**33.1%**	**73,691**	**(3,215)**
TOTAL POLICE	**$ 2,880,753**	**$ 1,195,338**	**$ 1,685,415**	**41.5%**	**$ 1,117,497**	**$ (77,842)**

General Fund - Facility Services

For the Period Ending February 29, 2020

(41.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Feb-19	PRIOR YEAR Variance Fav (unfav)
Personal Services						
Salaries	$ 48,818	$ 21,107	$ 27,711	43.2%	$ 20,099	$ (1,008)
Vacation Leave Cash Out	3,755	1,878	1,877	50.0%	2,204	327
Sick Leave Cash Out	1,876	1,690	186	90.1%	1,469	(220)
FICA	4,165	1,888	2,277	45.3%	1,820	(68)
Florida Retirement System	4,612	1,772	2,840	38.4%	1,966	193
Health and Life Insurance	33,417	12,213	21,204	36.5%	11,365	(848)
Workers' Comp Insurance	3,892	925	2,967	23.8%	947	22
Total Personal Services	**100,535**	**41,472**	**59,063**	**41.3%**	**39,870**	**(1,603)**
Operating Expenses						
Telephone Service	5,000	3,068	1,932	61.4%	1,870	(1,198)
Utility - Water	6,500	2,778	3,722	42.7%	2,704	(73)
Electricity	4,000	1,545	2,455	38.6%	1,622	77
Utility - Sewer	900	314	586	34.8%	366	52
Internet Service	5,500	2,178	3,322	39.6%	1,729	(449)
Liability and Property Insurance	20,497	7,076	13,421	34.5%	8,696	1,620
Pest Control - Building/Grounds	1,200	480	720	40.0%	455	(26)
R&M - Equipment	10,000	1,242	8,758	12.4%	14,161	12,919
R&M - Grounds	2,000	147	1,853	7.4%	-	(147)
Landscape Maintenance	10,000	2,550	7,450	25.5%	6,567	4,017
Town Hall Maint. / Repairs	8,000	1,916	6,084	24.0%	489	(1,427)
Generator Maint. Contract	5,200	338	4,862	6.5%	-	(338)
R&M - Bocce Court	1,000	2,488	(1,488)	248.8%	-	(2,488)
Operating Supplies - General	4,000	4,993	(993)	124.8%	470	(4,523)
Town Events	25,000	17,332	7,668	69.3%	-	(17,332)
A/C Maintenance Contract	2,000	-	2,000	0.0%	-	-
Total Operating Expenses	**110,797**	**48,447**	**62,350**	**43.7%**	**52,661**	**4,214**
TOTAL FACILITY SERVICES	**$ 211,332**	**$ 89,919**	**$ 121,413**	**42.5%**	**$ 92,531**	**$ 2,611**

General Fund - Other Departments

For the Period Ending February 29, 2020

(41.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Feb-19	PRIOR YEAR Variance Fav (unfav)
Finance						
Auditing Services	$ 19,500	$ -	$ 19,500	0.0%	$ -	$ -
Accounting/Financial Services	87,224	35,648	51,576	40.9%	33,523	(2,125)
Investment Services	6,000	4,195	1,805	69.9%	3,764	(431)
Bank Fees	750	135	615	18.1%	288	152
Total Finance Expense	**113,474**	**39,979**	**73,495**	**35.2%**	**37,574**	**(2,405)**
Fire Rescue						
Fire Service Agreement	819,287	341,357	477,930	41.7%	334,631	(6,726)
Total Fire Rescue Expense	**819,287**	**341,357**	**477,930**	**41.7%**	**334,631**	**(6,726)**
Solid Waste						
Contracts Services	273,714	111,756	161,958	40.8%	111,756	-
Total Solid Waste Expense	**273,714**	**111,756**	**161,958**	**40.8%**	**111,756**	**-**
Beach Management						
Engineering – Monitoring (2018 Proj.)	49,000	29,491	19,509	60.2%	-	(29,491)
Engineering – FIND Sand Project	5,000	-	5,000	0.0%	-	-
Engineering – Legal Matters	82,000	16,173	65,827	19.7%	37,878	21,705
Engineering – Other	15,000	-	15,000	0.0%	-	-
Beach Attorney	500,000	205,406	294,594	41.1%	194,962	(10,444)
Beach Salvage (Boat removal)	2,000	859	1,141	42.9%	2,500	1,641
Buoys	10,000	-	10,000	0.0%	-	-
Total Beach Management Expense	**663,000**	**251,929**	**411,071**	**38.0%**	**235,340**	**(16,589)**
Charitable Donations						
Lighthouse Preservation Contrib.	2,500	-	2,500	0.0%	-	-
Area Council on Aging Contrib.	4,060	-	4,060	0.0%	3,572	3,572
Total Charitable Donations	**6,560**	**-**	**6,560**	**0.0%**	**3,572**	**3,572**
Contingency	**150,000**	**-**	**150,000**	**0.0%**	**-**	**-**
Total Expense before Transfer Out	**2,026,035**	**745,021**	**1,281,014**		**722,873**	**(22,148)**

General Fund - Other Departments

For the Period Ending February 29, 2020

(41.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Feb-19	PRIOR YEAR Variance Fav (unfav)
Transfer Out						
To Transportation Fund	17,041	7,321	9,720	43.0%	6,613	(709)
To Permitting, P&Z, Code Compliance Fund	-	7,622	(7,622)	n/a	-	(7,622)
To General Fund CIP	275,000	29,662	245,338	10.8%	18,541	(11,121)
Total Transfer Out	**292,041**	**44,605**	**247,436**	**15.3%**	**$ 25,154**	**$ (19,451)**
TOTAL OTHER DEPARTMENTS	**$ 2,318,076**	**$ 789,625**	**$ 1,528,451**	**34.1%**	**$ 748,026**	**$ (41,599)**
TOTAL GENERAL FUND EXPENDITURES	**$ 6,060,494**	**$ 2,297,627**	**$ 3,762,867**	**37.9%**	**$ 2,131,798**	**$ (165,829)**

Notes to the Financial Statements - General Fund
February 29, 2020

The notes below are intended to provide additional information helpful when reviewing the financial statements. Per the Adopted Budget, the revenues and expenditures should be at 41.67% through February. Below is an analysis of revenues and expenditures that have significant variances compared to the budget.

Variance Analysis

Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
Revenues				
Interest - Investments	75,000	38,308	51.1%	Interest on BankUnited Money Market and investments
Ad Valorem Taxes	4,891,478	4,434,473	90.7%	Collections were at 87.7% at this time last year
FPL Franchise	230,000	99,949	43.5%	Accrued revenue from FPL
Police Reimbursement	20,000	24,049	120.2%	Reimbursable DEA overtime and car rental
Expenditures				
Commission				
Mayor/Commission Expense	3,500	1,878	53.7%	Annual dues for FL League of Mayors, mileage reimbursement, get well flowers, Hillsboro Lighthouse fundraising gala
Town Manager				
Payroll-Salaries	132,860	56,203	42.3%	Town manager's salary
Life and Health Insurance	15,503	8,050	51.9%	Monthly insurance paid to City of N Miami Beach, plus additional life insurance
Town Attorney	65,000	35,441	54.5%	Includes general matters, meeting attendance
ProfServ-Info Technology	9,100	1,500	16.5%	Includes monthly server maintenance
Miscellaneous Services	1,000	-	0.0%	BCCMA membership, Broward County Administrative Fees
Town Clerk				
Temporary Labor	-	8,202	0.0%	Temporary Administrative Assistant
Contracts - Other Services	4,000	5,686	142.2%	Special meeting minutes and videography, Infinisource
Software Maintenance/Support	7,465	4,848	64.9%	DCR software maintenance, Laserfiche support, Ubiquiti AC Pro, repairs to HD
Copier	5,600	3,065	54.7%	Copier lease, copies, storage fees
Subscriptions and Memberships	5,700	5,324	93.4%	Annual memberships for ICMA, Municode, BLOC, FLOC, KnowBe4 Security, FSBPA, Civic Clerk Agenda Mgmt, Sun-Sentinel newspaper, BCMCA, ICMA, municode, CivicClerk Agenda Mgmt
Police				
Payroll-Holidays	50,187	34,912	69.6%	Paid for holidays
Payroll-Overtime	20,000	9,142	45.7%	Staffing during vacations and sick time
Payroll-Overtime Task Force	20,000	12,124	60.6%	DEA overtime
Sick Leave	30,000	30,638	102.1%	Paid out annually in December
Copier	2,700	1,589	58.9%	Copier lease and copies which includes copies of records
Internet Service	6,100	2,764	45.3%	Monthly internet service with Comcast
Physical Examinations	750	435	58.0%	Pre-employment polygraph and evaluations, vaccines
Uniforms Supplies	7,000	4,615	65.9%	Trousers, polos, badges, embroidery, bulletproof vests/carriers, marine unit shirts
Subscriptions and Memberships	1,785	1,455	81.5%	Annual memberships for FLPCA, BCCPA, NIGP SEFL and Broward Bldg Code
Education / Training	14,000	12,597	90.0%	Power Standards software, FL Law Enforcement handbook, FLPCA Chief Executive training, PowerDMS software, conferences, hotels, FLMLUR, rifle range training

Notes to the Financial Statements - General Fund
February 29, 2020

Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
Expenditures (continued)				
Facility Services				
Payroll-Salaries	48,818	21,107	43.2%	Maintenance worker's salary includes overtime for events
Vacation Leave Cash Out	3,755	1,878	50.0%	Paid out annually in December
Sick Leave Cash Out	1,876	1,690	90.1%	Paid out annually in December
Telephone Service	5,000	3,068	61.4%	Monthly phone service from AT&T increased more than expected
Utility - Water	6,500	2,778	42.7%	Monthly water charges including irrigation and car washing
R&M - Bocce Court	1,000	2,488	248.8%	Repaired bocce court water fountain, resurface court
Operating Supplies - General	4,000	4,993	124.8%	Operating supplies plus (3) Samsung 55" TVs
Town Events	25,000	17,332	69.3%	Shredding event, Holiday lighting, Hounds of Hillsboro
Finance				
Investment Services	6,000	4,195	69.9%	Monthly and quarterly investment fees
Beach Management				
Eng – Monitoring (2018 Proj.)	49,000	29,491	60.2%	New beach project monitoring
Beach Salvage (Boat Removal)	2,000	859	42.9%	Beach buoy removal

Statement of Revenues, Expenditures and Changes in Fund Balances
Special Revenue Fund - Transportation (Community Bus)

For the Period Ending February 29, 2020

(41.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Feb-19	PRIOR YEAR Variance Fav (unfav)
FUNDING						
Revenues						
Local Option Gas Tax	35,971	14,346	21,625	39.9%	14,862	(516)
County Transportation Grant	28,888	8,284	20,604	28.7%	8,477	(193)
Total Revenues	**64,859**	**22,630**	**42,229**	**34.9%**	**23,339**	**(709)**
Other Sources						
Transfer In	17,041	7,321	9,720	43.0%	6,613	709
Total Other Sources	**17,041**	**7,321**	**9,720**	**43.0%**	**6,613**	**709**
TOTAL FUNDING	**81,900**	**29,951**	**51,949**	**36.6%**	**29,951**	**-**
EXPENDITURES						
Contractual Services	81,900	29,951	51,949	36.6%	29,951	-
TOTAL EXPENDITURES	**81,900**	**29,951**	**$ 51,949**	**36.6%**	**29,951**	**-**
Total Funding over (under) Expenditures	$ -	-			$ -	$ -
Fund Balance - Beginning		-				
Fund Balance - Ending		**$ -**				

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

For the Period Ending February 29, 2020

(41.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Feb-19	PRIOR YEAR Variance Fav (unfav)
FUNDING						
Revenues						
Marine Law Enforcement Grant	30,336	7,917	22,419	26.1%	8,740	(823)
Total Revenues	**30,336**	**7,917**	**22,419**	**26.1%**	**8,740**	**(823)**
TOTAL FUNDING	**30,336**	**7,917**	**22,419**	**26.1%**	**8,740**	**(823)**
EXPENDITURES						
Police Wages	30,336	7,917	22,419	26.1%	8,740	823
TOTAL EXPENDITURES	**30,336**	**7,917**	**$ 22,419**	**26.1%**	**8,740**	**823**
Total Funding over (under) Expenditures	$ -	-			$ -	$ -
Fund Balance - Beginning		-				
Fund Balance - Ending		**$ -**				

Statement of Revenues, Expenditures and Changes in Fund Balances
Special Revenue Fund - Permitting, P&Z, Code Compliance

For the Period Ending February 29, 2020

(41.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Feb-19	PRIOR YEAR Variance Fav (unfav)
FUNDING						
Revenues						
Building Permit Fees	300,000	166,315	133,685	55.4%	87,545	78,770
Building Admin Fees	123,000	-	123,000	0.0%	28,616	(28,616)
Planning & Zoning Fees	10,000	1,050	8,950	10.5%	2,135	(1,085)
Total Revenues	**433,000**	**167,365**	**265,635**	**38.7%**	**118,297**	**49,068**
Other Sources						
Transfer In	-	7,622	(7,622)	n/a	-	7,622
Total Other Sources	**-**	**7,622**	**(7,622)**	**n/a**	**-**	**7,622**
TOTAL FUNDING	**433,000**	**174,987**	**258,013**	**40.4%**	**118,297**	**56,690**
EXPENDITURES						
Building, P&Z, and Code Compliance						
ProfServ-Building Permits - RMA	30,000	15,875	14,125	52.9%	10,625	(5,250)
ProfServ-General Admin - RMA	15,000	4,750	10,250	31.7%	4,300	(450)
ProfServ-Site Planning - RMA	10,000	6,350	3,650	63.5%	2,400	(3,950)
ProfServ-Building Permits - CGA	255,000	140,860	114,140	55.2%	74,886	(65,975)
ProfServ-Engineering - Other	10,000	1,400	8,600	14.0%	5,069	3,669
Code Compliance	30,000	3,625	26,375	12.1%	1,740	(1,885)
Credit Card Processing Fees	-	2,126	(2,126)	n/a	-	(2,126)
Total Building, P&Z, and Code	**350,000**	**174,987**	**175,013**	**50.0%**	**99,019**	**(75,967)**
Transfer to General Fund	83,000	-	83,000	0.0%	19,277	19,277
TOTAL EXPENDITURES	**433,000**	**174,987**	**$ 258,013**	**40.4%**	**118,297**	**(56,690)**
Total Funding over (under) Expenditures	$ -	-			$ -	$ -
Fund Balance - Beginning		-				
Fund Balance - Ending		**$ -**				

Statement of Revenues, Expenditures and Changes in Fund Balances
Special Revenue Fund - Federal Forfeitures / Asset Sharing

For the Period Ending February 29, 2020

(41.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Feb-19	PRIOR YEAR Variance Fav (unfav)
FUNDING						
Revenues						
Federal Forfeitures	-	16,878	(16,878)	n/a	21,920	(5,041)
Interest Income	-	1,479	(1,479)	n/a	-	1,479
Total Revenues	**-**	**18,358**	**(18,358)**	**n/a**	**21,920**	**(3,562)**
TOTAL FUNDING	**-**	**18,358**	**(18,358)**	**n/a**	**21,920**	**(3,562)**
EXPENDITURES						
TOTAL EXPENDITURES	**-**	**-**	**$ -**	**n/a**	**-**	**-**
Total Funding over (under) Expenditures	$ -	18,358			$ 21,920	$ (3,562)
Fund Balance - Beginning		291,485				
Fund Balance - Ending		**$ 309,843**				

Statement of Revenues, Expenditures and Changes in Fund Balances
Debt Service Fund - (Beach Loan)
For the Period Ending February 29, 2020

(41.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Feb-19	PRIOR YEAR Variance Fav (unfav)
FUNDING						
Revenues						
Special Assents- Tax Collector	$ 750,523	$ 669,162	$ 81,361	89.2%	$ 654,866	$ 14,296
Interest - Tax Collector	-	372	(372)	n/a	401	(29)
Total Revenues	**750,523**	**669,534**	**80,989**	**89.2%**	**655,267**	**14,267**
TOTAL FUNDING	**750,523**	**669,534**	**80,989**	**89.2%**	**655,267**	**14,267**
EXPENDITURES						
Debt Service Expenses						
Principal Debt Retirement	655,740	-	655,740	0.0%	-	-
Interest Expense	40,214	-	40,214	0.0%	-	-
Debt Service Contingency	54,569	-	54,569	0.0%	-	-
Total Debt Service Expense	**750,523**	**-**	**750,523**	**0.0%**	**-**	**-**
TOTAL EXPENDITURES	**750,523**	**-**	**$ 750,523**	**0.0%**	**-**	**-**
Total Funding over (under) Expenditures	$ -	669,534			655,267	$ 14,267
Fund Balance - Beginning		625,558				
Fund Balance - Ending		**$ 1,295,092**				

Statement of Revenues, Expenditures and Changes in Fund Balances
Capital Projects Fund - (General Fund Improvements)
For the Period Ending February 29, 2020

(41.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Feb-19	PRIOR YEAR Variance Fav (unfav)
FUNDING						
Revenues						
FEMA reimbursement	$ 4,631,156	$ -	$ 4,631,156	0.0%	$ -	$ -
Total Revenues	**4,631,156**	**-**	**4,631,156**	**0.0%**	**-**	**-**
Other Sources						
Transfer From General Fund	355,000	29,662	325,338	8.4%	18,541	11,121
Loan Proceeds	500,000	-	500,000	0.0%	-	-
Total Other Sources	**855,000**	**29,662**	**825,338**	**3.5%**	**18,541**	**11,121**
TOTAL FUNDING	**5,486,156**	**29,662**	**5,456,494**	**0.5%**	**18,541**	**11,121**
EXPENDITURES						
Land Purchase						
Town Attorney	-	19,722	(19,722)	n/a	-	(19,722)
Contracts - Other Services	-	6,200	(6,200)	n/a	-	(6,200)
Postage	-	1,474	(1,474)	n/a	-	(1,474)
Miscellaneous Services	-	1,271	(1,271)	n/a	-	(1,271)
Total Land Purchase Expense	**-**	**28,668**	**(28,668)**	**n/a**	**-**	**(28,668)**
Beach Projects						
Engineering – FY20 Project	223,111	-	223,111	0.0%	-	-
Construction – FY20 Project	4,408,045	-	4,408,045	0.0%	-	-
Total Beach Project Expense	**4,631,156**	**-**	**4,631,156**	**0.0%**	**-**	**-**
Miscellaneous						
Buoy Relocation	130,000	-	130,000	0.0%	-	-
FPL Utility Design	80,000	995	79,005	1.2%	18,541	17,546
Comm. Chambers Upgrade	500,000	-	500,000	0.0%	-	-
Roof - Emerg. Generator Bldg	5,000	-	5,000	0.0%	-	-
Roof - Police Building	65,000	-	65,000	0.0%	-	-
Total Misc. Expense	**855,000**	**995**	**854,005**	**0.1%**	**18,541**	**17,546**
TOTAL EXPENDITURES	**5,486,156**	**29,662**	**5,456,494**	**0.5%**	**18,541**	**(11,121)**

Statement of Revenues, Expenditures and Changes in Fund Balances
Capital Projects Fund - (General Fund Improvements)
For the Period Ending February 29, 2020

(41.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Feb-19	PRIOR YEAR Variance Fav (unfav)
Total Funding over (under) Expenditures	$ -	-			$ -	$ 22,242
Fund Balance - Beginning		-				
Fund Balance - Ending		**$ -**				

Statement of Revenues, Expenditures and Changes in Fund Balances
Water Fund (Summary)
For the Period Ending February 29, 2020

(41.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Feb-19	PRIOR YEAR Variance Fav (unfav)
FUNDING						
Revenue						
Water Service Revenue	$ 1,282,000	$ 554,448	$ 727,552	43.2%	$ 533,070	$ 21,378
Water Surcharge	346,700	144,637	202,063	41.7%	144,425	212
Other Miscellanous Revenue	132,721	34,270	98,451	25.8%	24,018	12,432
Total Revenue	**1,761,421**	**733,355**	**1,028,066**	**41.6%**	**701,513**	**34,021**
Other Sources						
Transfer In	512,496	172,838	339,658	33.7%	281,905	(109,067)
Loan Proceeds	590,000	-	590,000	0.0%	1,552,289	(1,552,289)
Use (Add to) Net Assets	73,204	-	73,204	0.0%	-	-
Total Other Sources	**1,175,700**	**172,838**	**1,002,862**	**14.7%**	**1,834,193**	**(1,661,356)**
TOTAL FUNDING	**2,937,121**	**906,192**	**2,030,929**	**30.9%**	**2,535,706**	**(1,627,334)**
EXPENSES						
Personal Services	518,776	218,960	299,816	42.2%	183,530	(35,429)
Operating Expenses	406,653	104,269	302,384	25.6%	101,540	(2,729)
Debt Service Expenses	783,290	189,665	593,625	24.2%	-	(189,665)
Capital Projects	633,500	-	633,500	0.0%	1,589,933	1,589,933
Repair & Renewal	65,000	4,506	60,494	6.9%	78,109	73,603
Transfer Out	562,496	193,671	368,825	34.4%	302,738	109,067
TOTAL EXPENSES	**2,969,715**	**711,070**	**2,258,645**	**23.9%**	**2,255,850**	**1,544,779**
Total Funding over (under) Expenses	$ (32,594)	$ 195,122			$ 279,857	$ (3,172,113)
Net Assets - Beginning		4,248,627				
Net Assets - Ending		**$ 4,443,749**				

Statement of Revenues, Expenses and Changes in Net Assets
Water Fund (Operations)
For the Period Ending February 29, 2020

(41.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Feb-19	PRIOR YEAR Variance Fav (unfav)
FUNDING						
Revenue						
Water Service						
Water-Base Rate	$ 472,000	$ 196,695	$ 275,305	41.7%	$ 196,167	$ 528
Water-Usage	810,000	357,753	452,247	44.2%	336,903	20,850
Total Water Service Revenue	**1,282,000**	**554,448**	**727,552**	**43.2%**	**533,070**	**21,378**
Other Revenue						
Miscellaneous Revenues	5,500	2,482	3,018	45.1%	1,607	875
Sprint Spectrum Cell Tower	63,149	-	63,149	0.0%	-	-
T-Mobile Cell Tower	33,072	13,250	19,822	40.1%	500	12,750
Hillsboro Inlet	6,000	2,500	3,500	41.7%	2,500	-
Interest	30,000	10,973	19,027	36.6%	8,961	2,012
Net Incr (Decr) In FMV-Invest	(5,000)	5,065	(10,065)	-101.3%	8,270	(3,205)
Total Other Revenue	**132,721**	**34,270**	**98,451**	**25.8%**	**21,838**	**12,432**
Use (Add to) Net Assets	**73,204**	**-**	**73,204**	**0.0%**	**-**	**-**
TOTAL FUNDING	**1,487,925**	**588,718**	**899,207**	**39.6%**	**554,908**	**33,810**
EXPENSES						
Personal Services						
Salaries	333,415	138,689	194,726	41.6%	127,962	(10,726)
Payroll - Vacation	15,187	14,798	389	97.4%	-	(14,798)
Overtime	25,000	9,129	15,871	36.5%	10,485	1,356
Sick Leave Cash Out	8,065	3,397	4,668	42.1%	-	(3,397)
FICA	28,036	12,499	15,537	44.6%	10,454	(2,045)
Florida Retirement System	32,327	12,122	20,205	37.5%	11,633	(489)
Health and Life Insurance	50,623	22,235	28,388	43.9%	16,762	(5,473)
Workers' Comp Insurance	25,623	6,090	19,533	23.8%	6,234	143
Unemployment Compensation	500	-	500	0.0%	-	-
Total Personal Services	**518,776**	**218,960**	**299,816**	**42.2%**	**183,530**	**(35,429)**

Statement of Revenues, Expenses and Changes in Net Assets
Water Fund (Operations)
For the Period Ending February 29, 2020

(41.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Feb-19	PRIOR YEAR Variance Fav (unfav)
Operating Expenses						
Auditing Services	16,500	-	16,500	0.0%	-	-
Contracts - Other Services	750	-	750	0.0%	-	-
Postage and Freight	1,000	-	1,000	0.0%	-	-
Telephone Service	7,200	2,932	4,268	40.7%	2,803	(129)
Electricity	53,000	21,015	31,985	39.7%	20,262	(753)
Liability and Property Insurance	52,653	17,164	35,489	32.6%	22,706	5,542
Maint - Distribution System	5,000	4,916	84	98.3%	380	(4,536)
Maint - Bldgs / Grounds	15,000	3,002	11,998	20.0%	2,920	(82)
Maint - SCADA System	10,000	-	10,000	0.0%	-	-
Repair & Maint - Equipment	32,000	7,909	24,091	24.7%	6,682	(1,227)
Tools and Equipment	1,000	325	675	32.5%	143	(182)
Advertising	1,000	-	1,000	0.0%	-	-
Bank Fees	200	-	200	0.0%	-	-
Licenses & Permits	5,400	1,061	4,339	19.6%	52	(1,009)
Office Supplies	1,500	601	899	40.1%	675	74
Computer Expense	6,000	3,504	2,496	58.4%	282	(3,222)
Uniform Supplies	5,500	3,061	2,439	55.7%	2,229	(832)
Fuel and Oil	5,600	1,760	3,840	31.4%	2,003	243
Sand Change	8,000	4,434	3,566	55.4%	3,959	(475)
Chemicals - Water Treatment	85,000	30,699	54,301	36.1%	34,136	3,437
Lab Test Analysis & Supplies	12,500	1,746	10,754	14.0%	2,307	562
Subscriptions and Memberships	350	140	210	40.0%	-	(140)
Water Conservation Program	3,000	-	3,000	0.0%	-	-
Security Assessment	20,000	-	20,000	0.0%	-	-
Operational Assessment	50,000	-	50,000	0.0%	-	-
Water Sufficiency Assessment	8,500	-	8,500	0.0%	-	-
Total Operating Expenses	**406,653**	**104,269**	**302,384**	**25.6%**	**101,540**	**(2,729)**
Total Exp. Before Transfer Out	**925,429**	**323,228**	**602,201**	**34.9%**	**285,070**	**(38,158)**
Transfer Out						
General Fund	50,000	20,833	29,167	41.7%	20,833	-
Water Debt Service Fund	403,996	168,332	235,664	41.7%	168,332	-
Water CIP Fund	108,500	4,506	103,994	4.2%	113,573	109,067
Total Transfer Out	**562,496**	**193,671**	**368,825**	**34.4%**	**302,738**	**109,067**
TOTAL EXPENSES	**1,487,925**	**516,899**	**971,026**	**34.7%**	**587,808**	**70,909**

Statement of Revenues, Expenses and Changes in Net Assets
Water Fund (Operations)

For the Period Ending February 29, 2020

(41.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Feb-19	PRIOR YEAR Variance Fav (unfav)
Total Funding over (under) Expenses	$ -	71,818			$ (32,900)	$ 104,718
Net Assets - Beginning		1,793,954				
Net Assets - Ending		**$ 1,865,772**				

Notes to the Financial Statements - Water Fund
February 29, 2020

The notes below are intended to provide additional information helpful when reviewing the financial statements. Per the Adopted Budget, the revenues and expenses should be at 41.67% through February. Below is an analysis of revenues and expenses that have significant variances compared to the budget.

Variance Analysis

Account Name	Amended Budget	YTD Actual	% of Budget	Explanation
Revenues				
Water-Usage	810,000	357,753	44.2%	Monthly charges for Water Usage-overage possibly due to water leaks
Miscellaneous Revenues	5,500	2,482	45.1%	Monthly revenue from late charges
Expenses				
Operating				
Payroll - Vacation	15,187	14,798	97.4%	Paid out annually in December
Sick Leave Cash Out	8,065	3,397	42.1%	Paid out annually in December
Life and Health Insurance	50,623	22,235	43.9%	Health insurance increased in January by $500 per month
Workers' Compensation	25,623	6,090	23.8%	Monthly workers comp insurance
Maint - Distribution System	5,000	4,916	98.3%	Locate service, marking paint, 2 meters for 1207 HM, new chart recorder
Computer Expense	6,000	3,504	58.4%	Monthly Google expense, Annual Quikwaters charge $2,995
Uniform Supplies	5,500	3,061	55.7%	Monthly uniform service, safety equipment, rain coats, new t-shirts
Sand Change	8,000	4,434	55.4%	Sand, shrinkfilm, forklift 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 February 29, 2020

(41.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Feb-19	PRIOR YEAR Variance Fav (unfav)
FUNDING						
Revenues						
Water Surcharge	$ 346,700	$ 144,637	$ 202,063	41.7%	$ 144,425	$ 212
Total Revenues	**346,700**	**144,637**	**202,063**	**41.7%**	**144,425**	**212**
Other Sources						
Operating Transfers-In	403,996	168,332	235,664	41.7%	168,332	-
Total Other Sources	**403,996**	**168,332**	**235,664**	**41.7%**	**168,332**	**-**
TOTAL FUNDING	**750,696**	**312,969**	**437,727**	**41.7%**	**312,757**	**212**
EXPENSES						
Debt Service Expenses						
State Revolving Loan - Water Plant						
Principal Debt Retirement	316,288	-	316,288	0.0%	-	-
Interest Expense	87,708	-	87,708	0.0%	-	-
State Revolving Loan - Water Main Project						
Principal Debt Retirement	308,269	158,178	150,091	51.3%	-	(158,178)
Interest Expense	71,025	31,487	39,538	44.3%	-	(31,487)
Total Debt Services Expenses	**783,290**	**189,665**	**593,625**	**24.2%**	**-**	**(189,665)**
TOTAL EXPENSES	**783,290**	**189,665**	**593,625**	**24.2%**	**-**	**(189,665)**
Total Funding over (under) Expenses	$ (32,594)	123,304			$ 312,757	$ (189,453)
Net Assets - Beginning		1,745,199				
Net Assets - Ending		**$ 1,868,503**				

Statement of Revenues, Expenses and Changes in Net Assets
Capital Projects Fund - (Water Fund Improvements)
For the Period Ending February 29, 2020

(41.67% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR Year to Date Feb-19	PRIOR YEAR Variance Fav (unfav)
FUNDING						
Revenues						
Other Sources						
Interfund Transfer - In	$ 108,500	$ 4,506	$ 103,994	4.2%	$ 113,573	$ (109,067)
Loan Proceeds	590,000	-	590,000	0.0%	1,554,469	(1,554,469)
Total Other Sources	**698,500**	**4,506**	**693,994**	**0.6%**	**1,668,042**	**(1,663,536)**
TOTAL FUNDING	**698,500**	**4,506**	**693,994**	**0.6%**	**1,668,042**	**(1,663,536)**
EXPENSES						
Distribution Project (Water Main)						
Construction	-	-	-	n/a	1,552,007	1,552,007
Engineering Fees	-	-	-	n/a	37,926	37,926
Total Distribution Project	**-**	**-**	**-**	**n/a**	**1,589,933**	**1,589,933**
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	4,506	60,494	6.9%	58,379	53,873
Meters & Supplies	-	-	-	n/a	19,730	19,730
Truck	25,000	-	25,000	0.0%	-	-
Water Tower Rehab	90,000	-	90,000	0.0%	-	-
Beach Tank Repainting	8,500	-	8,500	0.0%	-	-
Roof - Pump House	10,000	-	10,000	0.0%	-	-
Perimeter Fence	30,000	-	30,000	0.0%	-	-
Total Other Expenses	**228,500**	**4,506**	**223,994**	**2.0%**	**78,109**	**73,603**
TOTAL EXPENSES	**698,500**	**4,506**	**693,994**	**0.6%**	**1,668,042**	**1,663,536**
Total Funding over (under) Expenses	$ -	-			$ -	$ -
Net Assets - Beginning		709,473				
Net Assets - Ending		**$ 709,473**				

Town of Hillsboro Beach

Supporting Schedules

February 29, 2020

Cash and Investment Balances
February 29, 2020

ACCOUNT NAME	BANK NAME	YIELD	MATURITY	BALANCE		NOTES
BEACH ASSESSMENT FUND						
Beach Renourishment Proceeds	Bank of America	0.00%	N/A	$367,291		This account was required for the Beach Loan and was used to help pay off the Beach Loan in March.
		Subtotal		**$367,291**		
CLEARING FUND						
Commercial Analysis Checking Account	BankUnited	0.00%	N/A	$2,617,021		Account earns a credit allowance of 0.25%. Yield is 0 since fees are netted against credit allowance. Operating account for AP invoices and payroll.
Money Market Account	BankUnited	1.50%	N/A	$1,558,018		Account for excess cash from General & Water Funds.
Money Market Account	BankUnited	1.50%	N/A	$411,592	(1)	Account for reserve for SRL Loan.
Money Market Account	BankUnited	1.50%	N/A	$293,772	(2)	Account for Federal forfeitures/Asset sharing. This month $16,071 was received and transferred to this account in March.
State Board Account	Florida Prime	1.76%	N/A	$1,175,901		Account for excess cash from the General Fund.
Investment Account	BB & T	2.13%	N/A	$3,356,795		See Investment Report for further details.
		Subtotal		**$9,413,099**		
		Total		**$9,780,390**		

Footnotes:

(1) Restricted funds for State Revolving Loan.

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

Investment Portfolio
Trades Settled as of 02/29/20

Posting Date	CUSIP #	Description	Rating	Maturity Date	Par Value	Total Cost	Premium / Discount	Market Value	Accrued Interest	Annual Income	Yield to Maturity
	SA0000560	BB&T TRUST DEPOSIT RIS			492,336	492,336	-	492,336	-	6,938	1.41%
				Subtotal	**492,336**	**492,336**	**-**	**492,336**	**-**	**6,938**	**1.41%**
11/03/17	037833CS7	APPLE INC	AA+	05/01/20	30,000	29,956	(44)	30,011	258	540	1.62%
09/27/19	037833DL1	APPLE INC	AA+	09/11/22	50,000	49,928	(72)	50,632	47	850	1.19%
11/09/17	166764AG5	CHEVRON CORP	AA	06/24/20	50,000	50,137	137	50,087	455	1,214	1.82%
10/30/19	166764BN9	CHEVRON CORP	AA	03/03/22	50,000	50,712	712	51,042	201	1,249	1.49%
12/26/17	166764BP4	CHEVRON CORP	AA	03/03/20	50,000	49,884	(117)	50,000	312	996	1.99%
11/09/17	191216BT6	COCA-COLA CO	A+	10/27/20	50,000	49,939	(61)	50,136	31	938	1.42%
06/14/16	3130A8FC2	FED HOME LOAN BANK	AA+	06/14/21	100,000	100,000	-	100,003	-	1,620	1.61%
11/03/15	313381BR5	FED HOME LOAN BANK	AA+	12/09/22	100,000	98,196	(1,804)	102,520	896	1,875	0.93%
10/28/16	3134GAQY3	FED HOME LOAN MTG CORP	AA+	10/28/21	100,000	99,900	(100)	100,030	-	1,050	1.05%
08/27/19	3134GT4N0	FED HOME LOAN MTGE CORP		09/04/24	110,000	110,000	-	110,003		2,200	2.00%
10/02/19	3134GUET3	FED HOME LOAN MTGE CORP		09/30/24	150,000	150,000	-	150,087	-	3,000	2.00%
10/16/19	3134GUHL7	FED HOME LOAN MTGE CORP		10/10/24	150,000	150,000	-	150,101	-	3,000	2.00%
12/06/19	3134GUUX6	FED HOME LOAN MTGE CORP		12/16/24	200,000	200,000	-	200,060		3,750	1.87%
11/02/15	34074GDH4	FL HURRICANE CATASTROPHE FD	AA	07/01/20	200,000	200,584	584	201,126	2,496	5,990	1.26%
07/16/18	341271AB0	FL ST BRD OF ADMIN FIN CORP	AA	07/01/21	200,000	197,798	(2,202)	203,708	-	5,276	1.23%
12/03/19	428414AB2	HIALEAH FLA SPL OBLIG TXBL	AA	12/01/20	200,000	202,432	2,432	202,404	68	6,114	1.43%
12/31/18	54289SBG1	LONGBOAT KEY FL SPL ASSMNT	AA+	08/01/24	125,000	123,948	(1,053)	129,604	-	5,000	2.46%
08/09/18	59333HCL8	MIAMI-DADE CNTY FL PROF SPRTS	AA	10/01/22	75,000	75,000	-	78,695	-	2,517	1.40%
01/17/20	661046BV3	NORTH MIAMI BEACH FLA WTR	A+	08/01/24	160,000	160,000	-	164,880	-	3,234	1.31%
01/18/19	68389XBB0	ORACLE CORP	A+	05/15/22	60,000	59,060	(940)	61,315	283	1,500	1.42%
05/16/18	68389XBK0	ORACLE CORP	A+	09/15/21	50,000	48,217	(1,783)	50,395	166	950	1.34%
05/16/18	717081DX8	PFIZER INC	AA-	06/03/21	50,000	48,534	(1,466)	50,487	447	975	1.29%
02/27/20	758449RV6	REEDY CREEK FL IMPT DIST TXBL	A	06/01/24	150,000	150,000	-	152,336	-	2,504	1.29%
05/11/18	78013XKG2	ROYAL BANK OF CANADA	AA-	04/30/21	50,000	49,954	(46)	51,075	67	1,600	1.19%
10/17/19	89114QBT4	TORONTO DOMINION BANK	AA-	09/11/20	50,000	49,988	(13)	50,095	103	925	1.25%
06/21/17	89233P4C7	TOYOTA MOTOR CREDIT CORP	AA-	06/17/20	30,000	30,378	378	30,269	15	1,350	1.26%
12/20/18	89236TCF0	TOYOTA MOTOR CREDIT CORP	AA-	03/12/20	50,000	49,449	(552)	50,006	293	1,075	1.84%
01/16/19	89236TCQ6	TOYOTA MOTOR CREDIT CORP	AA-	07/13/22	60,000	59,351	(649)	62,201	23	1,680	1.25%
05/09/18	912828K58	US TREASURY NOTE		04/30/20	175,000	171,117	(3,883)	174,979	65	2,406	1.15%
				Subtotal	**2,875,000**	**2,864,459**	**(10,541)**	**2,908,286**	**6,227**	**65,376**	**2.25%**
				Total	**3,367,336**	**3,356,795**	**(10,541)**	**3,400,622**	**6,227**	**72,314**	**2.13%**

Ridership Summary

February 29, 2020

Daily Passengers:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
96		99		68	
66		80		68	
	67	70		76	
98		84		91	

Total Monthly Passengers: **963**

Daily Revenue Miles:

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

Total Monthly Revenue Miles: **1309.0**

Total Scheduled Revenue Miles **1306.1**

Total Vehicle Hours **116.0**
Total Revenue Hours **106.0**

Service Days 12

Missed Service in Minutes **0**

Passengers per revenue hour **9.1**

Total Monthly Vehicle Miles: **1,591.0**

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: **Building & Permits Dept**
Presented by Steve Mitchell, Building Official, CG&A

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

Agenda Date: **April 7, 2020**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. CG&A Building Report (Feb 2020

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

Phone: (954) 427-4011
Fax: (954) 427-4834

TO: Mayor Deb Tarrant and Commission

FROM: Steve Mitchell, Building Official

DATE: March 16th, 2020
SUBJECT: February 2020 Building Department Report

Plan review average time for February was 1.9 days, with 25% of plans being reviewed within one day.

Single-Family home activity remains steady, with one new home very close to completion, one under construction, one in plan review, and three in the pipeline as I reported last month.

Condo interior remodels and window/door replacements are ongoing throughout the town along with a variety of other miscellaneous permits. Seabonay inspections have slowed once again, but the builder's optimistic forecast calls for a summer completion, with guest operations starting by Thanksgiving.

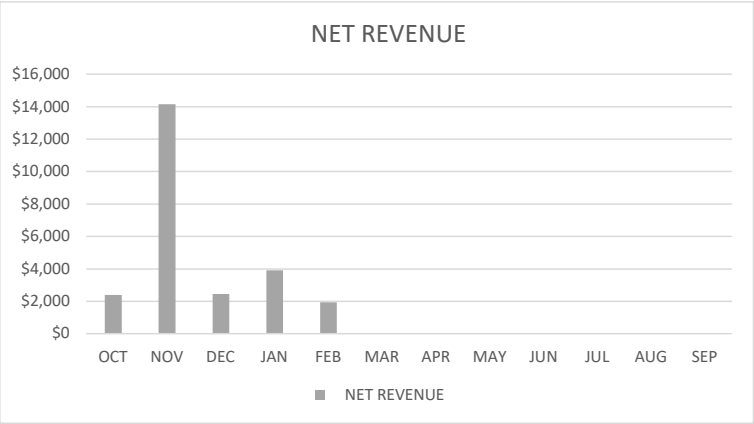
Respectfully Submitted,

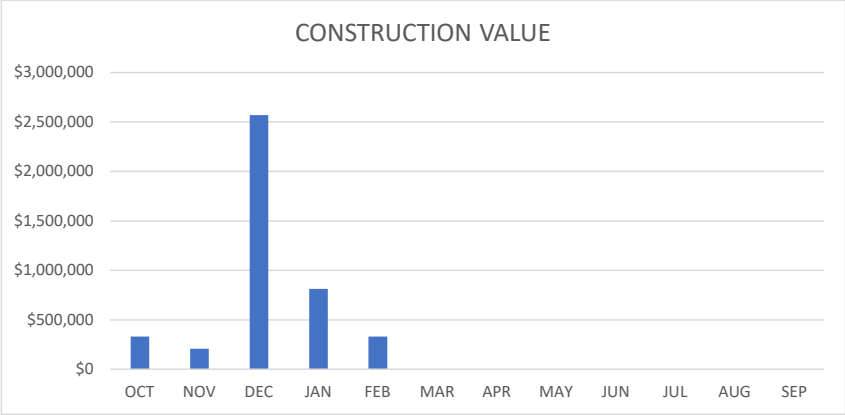
Steven Mitchell
Building Official | Chief Electrical Inspector

The Town of Hillsboro Beach
Building Department
Summary Report

Start Date: 2/1/2020
End Date: 2/29/2020

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD
CONSTRUCTION VALUE	$332,313	$209,865	$2,570,468	$814,202	$330,275								$4,257,123
BUILDING PERMIT FEES	$15,984	$94,345	$16,306	$26,126	$12,957								$165,718
TOWN SURCHARGE	$0	$0	$0	$0									$0
TOTAL REVENUE	$15,984	$94,345	$16,306	$26,126	$12,957								$165,718
CGA EXPENSE	$13,587	$80,193	$13,860	$22,207	$11,014								$140,860
NET REVENUE	$2,398	$14,152	$2,446	$3,919	$1,944								$24,858





The Town of Hillsboro Beach
Building Department
Finance Report

Start Date: 2/1/2020
End Date: 2/29/2020

	Permit Fees	Town Revenue	CGA Revenue	BORA	DBPR	DCA
MTD	$12,957.12	$1,943.57	$11,013.55	$227.16	$158.86	$138.62
YTD	**$165,768.21**	**$24,865.23**	**140,902.98**	**$2,516.77**	**$1,507.09**	**$1,135.44**

The Town of Hillsboro Beach
Building Department
Permit Report

Start Date: 2/1/2020
End Date: 2/29/2020

	Permit Type	# Issued	# Units	Value
Residential				
	RESIDENTIAL WINDOWS/DOORS/SHUTTERS	18		171,174.76
	RESIDENTIAL WATER HEATER	3		2,985.00
	RESIDENTIAL SERVICE CHANGE/REPAIR	1		2,200.00
	RESIDENTIAL GAS TANK	1		9,111.00
	RESIDENTIAL ELECTRICAL MISCELLANEOUS	2		3,121.00
	RESIDENTIAL DEMOLITION	1		15,245.00
	RESIDENTIAL ALTERATION	3		96,338.00
	RESIDENTIAL A/C CHANGE OUT	5		23,460.00
	Subtotal	34		323,634.76
Commercial				
	COMMERCIAL IRRIGATION SYSTEM/SPRINKLERS	1		240.00
	COMMERCIAL FIRE ALARM	1		5,400.00
	COMMERCIAL ELECTRICAL MISCELLANEOUS	1		1,000.00
	Subtotal	3		6,640.00
		37		***$330,274.76***

The Town of Hillsboro Beach
Building Department
Issued Permits Report

Start Date: 2/1/2020
End Date: 2/29/2020

	Folio #	Permit #	Date Issued	Job Address	Job Sub Division	Job Value
RESIDENTIAL ALTERATION						
	484308CJ0190	1914308-0	2/12/2020	1161 HILLSBORO MILE (UNIT 401)	HILLSBORO COLONNADE	$37,950.00
	484317AD0250	1914309-0	2/12/2020	1021 HILLSBORO MILE(UNIT 305)	LANDMARK AT HILLSBORO CONDO	$27,400.00
	484308NN0810	1914325-0	2/25/2020	1221 HILLSBORO MILE (UNIT 43B)	SEA CLUB INC CO-OP	$30,988.00
					Grand Total	**$96,338.00**

The Town of Hillsboro Beach
Building Department
Activity Report

Start Date: 2/1/2020
End Date: 2/29/2020

Discipline	Total # of Inspections	Plan Review	Permits Applied	Value of Construction	Permit Revenue
Building	65	36	23	$282,757.76	$7,159.21
Electrical	35	27	19	$11,721.00	$2,122.42
Plumbing	48	28	19	$12,336.00	$2,301.32
Mechanical	13	16	7	$23,460.00	$1,374.17
Fire	9	3	2	$0.00	$0.00
Zoning	0	5	2	$0.00	$0.00
Totals	**170**	**115**	**95**	**$330,274.76**	**$12,957.12**

The Town of Hillsboro Beach
Building Department
Plan Review Times Report

Start Date: 2/1/2020
End Date: 2/29/2020

	Number of Reviews	Average Days In Review	Most Days In Review
Total Reviews	90	1.99	11

TOWN OF HILLSBORO BEACH

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Agenda Item Cover Memo

Agenda Item: **Code Compliance**
Presented by Mario Sotolongo

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

Agenda Date: **April 7, 2020**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:
1. Code Compliance Summary February 2020
2. Case Action Summary February 2020

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

Code Compliance Summary Report

From 2/1/2020 **To** 2/29/2020 **Corridor** (All)

Case Totals for Period

Cases Open at Start of Period	9
Cases Opened During Period	0
Cases Opened as result of Complaint	0
Cases Closed During Period	0
Cases Closed Before a Hearing	0
Cases Open at End of Period	9

Inspections	0
Re-inspections	1
Total	**1**

Special Magistrate Cases During Period 4

Case Summary by Officer

Officer	Open at Start	Opened During Period	Opened as result of Complaint	Closed During Period	Closed due to compliance	Open at End of Period
B. Pita	1	0	0	0	0	1
M. Sotolongo	8	0	0	0	0	8
Total	**9**	**0**	**0**	**0**	**0**	**9**

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

Code Compliance Summary Report

From 2/1/2020 **To** 2/29/2020 **Corridor** (All)

Inspections by Officer

Officer	Inspections	Re-inspections	Total
M. Sotolongo	0	1	1
Total	**0**	**1**	**1**

Summary of Cases Opened by Incident Type

Incident Type	Number
Total	

Revenue Summary

	Period Start	During Period	Period End
Total Fines Assessed	$35,025.00	$7,675.00	$42,700.00
Total Payments	$0.00	$0.00	$0.00
Balance	**$35,025.00**		**$42,700.00**

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

Case Action Report*

From 2/1/2020 **To** 2/29/2020 **Corridor** (All)

Date Issue	Incident Type	Site Address	Status	Documents Issued

*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
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Agenda Item Cover Memo

Agenda Item: **UPDATE ON COVID-19**
Emergency Order 2020-02 Safer At Home

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

Agenda Date: **April 7, 2020**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. Emergency Order No. 2020-02 Safer At Home Order

EMERGENCY ORDER NO. 2020-02
SAFER AT HOME
COVID 19

On March 17, 2020, a State of Emergency was declared in the Town of Hillsboro Beach by Mayor Deborah L. Tarrant relating to the Novel Coronavirus Disease 2019 ("COVID-19").

Since the outbreak of COVID-19 numerous local governments and multiple states have adopted various versions of "shelter in place" and "safer at home" orders. These orders are designed to protect the health and well-being of the community, to create social distancing, and to minimize contact in an effort to limit community spread of COVID-19.

To limit the potential community spread of COVID-19, it is now necessary for the Town of Hillsboro Beach to implement restrictions for the general health, safety, and welfare of the community.

Pursuant to Section 252.38(3) and 252.46, *Florida Statutes* and Article VI, Section 7-77 of the Charter of the Town of Hillsboro Beach, the Mayor has the power to issue emergency orders with the force of law.

IT IS HEREBY ORDERED:

Section 1. Each resident is hereby ordered to stay home and within the entirety of their owned or rented property. The order to stay at home does not require residents to confine themselves to the interior of their homes. Residents may make use of all exterior portions of their homes such as patios, porches, yards, and driveways. Residents may also leave their place of residence and travel to another place in accordance with Section 3, below.

Section 2. Unless a person has a Permissible Use as provided for in Section 3, below, no person shall travel or be on or upon any public right of way, including but not limited to, streets, canals, or sidewalks, within the boundaries of the Town of Hillsboro Beach.

Section 3. **Permissible Use.** Notwithstanding Section 1 and 2, all residents and visitors in the City may lawfully engage in the following activities:

(1) **Essential Businesses.** Residents and visitors may engage in travel to Essential Businesses and provide minimum basic operations to non-essential businesses as identified in Broward County Emergency Orders 20-01 and 20-02, as further refined in Broward County Emergency Order 20-03; and as may be amended or extended. For clarity, businesses may also continue operations consisting exclusively of employees or contractors performing activities at their own residences (i.e., working from home). All Essential Businesses are strongly encouraged to remain open.

(2) **Emergency Assistance.** Residents and visitors may engage in travel and similar activities to obtain assistance from law enforcement, fire-rescue, or other emergency services.

(3) **Personal Support Activities.** Residents and visitors may travel to and from their homes to care for or support a friend, companion, family member, pet or livestock, support groups, or a vulnerable person.

(4) **Work in Support of Essential Businesses.** Residents and visitors in the City may continue to perform work for and in support of businesses authorized to be open to the public in accordance with Broward County Emergency Order 20-01, 20-02, and 20-03, and any local government, the State government, or the Federal government.

(5) **Outdoor Recreational Activities.** In areas not otherwise closed by a separate Emergency or Executive Order, residents may engage in outdoor activity and recreation while staying six (6) feet apart from another person or group of people, and so as long as residents are in compliance with size of public gatherings as defined in Section 7 below.

(6) **Religious Activities.** Residents and visitors may travel to and from places of worship. Places of worship must comply with Social Distancing Requirements as defined in Section 4 below, to the greatest extent feasible and the size of public gatherings as defined in Section 7 below. Places of worship are encouraged to livestream their services in lieu of in-person gatherings.

(7) **Government Employees and Emergency Personnel.** All first responders, gang and crisis intervention workers, public health workers, emergency management personnel, emergency dispatchers, law enforcement personnel and related contractors, persons working for emergency service providers, and government employees performing work in the course and scope of their employment are categorically exempt from this Order.

(8) **Public Transit.** Public transit may be used for the above listed activities. People riding on public transit must comply with Social Distancing Requirements as defined in Section 4 below, to the greatest extent feasible.

Section 4. **Social Distancing Requirements.** A person in a public space shall:

(1) Practice social distancing by staying at least 6 feet away whenever practicable from another person, excluding immediate family members, caretakers or, household members;

(2) Cover all coughs and sneezes with their elbow or tissue;

(3) Not shake hands;

(4) Not enter any public place if the person exhibits any flu or COVID-19 like symptoms and/or has a fever over 99.9 degrees Fahrenheit unless that person is traveling to or from a hospital, doctor's office, urgent care, walk-in clinic, or pharmacy;
(5) If a person is exhibiting flu or COVID-19 like symptoms or has a fever over 99.9 degrees Fahrenheit and is seeking medical treatment, the person shall first contact their medical provider by phone before appearing at the medical provider's office; and
(6) If a person is exhibiting flu or COVID-19 like symptoms or has a fever over 99.9 degrees Fahrenheit and requires a prescription or a refill thereof and the pharmacy has a drive-thru window and/or delivery service, that person shall utilize the drive-thru window and/or delivery service to receive their medication.

Section 5. Essential Businesses Employee Screening. For those businesses deemed to be an Essential Business, as set forth above, these facilities shall implement employee screening and prohibit any employee from entering the premises if they affirmatively answer any of the below questions, as recommended by the Center for Disease Control and Prevention (CDC):

(1) Have you returned from international travel (anywhere outside the United States) or been on a cruise within the last 14 days?
(2) Have you been in contact with anyone who has returned from international travel or been on a cruise within the last 14 days?
(3) Have you been in any gathering of 50 people or more in the last 14 days?
(4) Have you traveled through any airport within the past 14 days?
(5) Have you traveled to any area known to have high numbers of positive cases of COVID-19, including but not limited to California, Washington, New Jersey, New York, Connecticut, Massachusetts, or Washington D.C. within the past 14 days?
(6) Have you experienced signs or symptoms of COVID-19, such as fever over 99.9 degrees Fahrenheit, cough or shortness of breath?

Section 6. Essential Businesses Cleaning Protocols. For those businesses deemed to be an Essential Business, as set forth above, these facilities must make every effort to:

(1) Provide disinfectant wipes or equivalent for shopping carts and baskets or disinfect shopping carts and baskets after each use.
(2) Disinfect hourly, at a minimum all check out areas, including but not limited to, conveyor belts, cash registers, and credit card areas.
(3) Disinfect after closing or before opening all areas of the business that customers may touch or come into contact.
(4) Require employees or independent contractors present to wash and/or disinfect their hands at least once per hour.
(5) Clean and disinfect any pen, stylus or screen used to sign receipts after each customer or waive the need to sign a receipt.

(6) Ensure that no more than 10 people, including staff, are gathered in any particular area of the Essential Business.
(7) Ensure that customers at checkout are separated by at least 6 feet.
(8) Disinfect all door handles used by the general public at least hourly during business hours.
(9) Essential Businesses with waiting rooms must ensure that no person shall be seated within 6 feet of another person and all seats must be disinfected after each use.
(10) Do not allow more than 25% of their approved maximum capacity into any location.

Section 7. Limit on Gatherings. All gatherings of 10 or more people shall be prohibited except for those identified in Section 3 above. Social Distancing Requirements must be observed.

Section 8. Exceptions for Utilities and Government Personnel. Nothing in this Order shall be construed to limit or restrict movement or use of the public rights of way for use by other local governments, the state government, and federal government or their employees, and utility providers and contractors while engaged in their duties.

Section 9. Enforcement. This Order is in addition to, and supplements, the City's Declaration of a State of Emergency, County Emergency Orders, and State of Florida Executive Orders and shall be strictly adhered to at all times. This Order may be enforced by City law enforcement personnel through issuance of Notices to Appear or arrest, pursuant to the provisions of Chapter 252, Florida Statutes, and other applicable state, County and City laws, rules and regulations, or through the issuance of Code Violations and Notices of Violation pursuant to applicable provisions of Florida law, Chapter 162, Florida Statutes, and City Code.

Section 10. Effective Date. This Emergency Order is effective as of 12:01AM on March 28, 2020 and shall remain in full force and effect until terminated.

ORDERED ON AND FILED WITH THE CLERK OF THE TOWN OF HILLSBORO BEACH ON MARCH 27, 2020.

Ordered by: Deborah L. Tarrant
DEBORAH L. TARRANT, MAYOR

Attest: Sherry D. Henderson
SHERRY D. HENDERSON, TOWN CLERK

TOWN OF HILLSBORO BEACH FLORIDA

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: **PROPOSED 2020 BUDGET MEETING DATES**

April 7, 2020 9:00 am (Tue)
Preliminary Discussion to Establish Budget Calendar

May 5, 2020 9:00 am (Tue)
Preliminary Budget Discussion to Establish Budget Priorities

July 7, 2020 9:00 am (Tue)
Preliminary Budget Review & Adoption of Proposed Millage Rate

Sept. 14, 2020 5:01 pm (Mon)
First Budget Hearing - Budget Review and Adoption of Tentative Millage Rate

Sept 23, 2020 5:01 pm (Wed)
Second Budget Hearing - Adoption of Final Budget & Millage Rate

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

Agenda Date: **April 7, 2020**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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ATTACHMENTS: 1. Calendar - Draft - 3.27.2020

Town of Hillsboro Beach

Draft Budget Calendar - Fiscal Year 2020 / 2021

Key Dates	Activity / Tasks
April 9	Budget worksheets provided to Department Heads
May 5 – 9:00 AM	Preliminary budget discussion to establish budget priorities
May 11	Review Budget worksheets with Town Manager and Department Heads
May 31	Receipt of Estimated Assessable Property Values
June 15	Preliminary budget submitted to Town Manager for July Agenda Package
July 1	Property Appraiser certifies the taxable values
July 7 - 9:00 AM	Town Commission discusses preliminary budget and adopts Proposed Millage Rate
TBD **	County School Board Budget Hearing #1
August 2	Deadline for submitting DR 420 to Property Appraiser & Tax Collector a) Include Proposed Millage Rate b) the current rollback rate c) The date, time, and meeting place of the Tentative Budget Hearing
TBD **	County School Board Budget Hearing #2
September 10 **	County Budget Hearing #1
September 14 - 5:01 PM	Town of Hillsboro Beach 1st Budget & Millage Rate Hearing (date pending approval)
September 15	Certify non-ad valorem assessment roll to tax collector
September 20	Publish Budget Summary in Local Newspaper
September 22 **	County Budget Hearing #2
September 23 - 5:01 PM	Town of Hillsboro Beach 2nd and Final Budget Hearing (date pending approval)
September 26	Remit Adopted Millage Rate to Property Appraiser & Tax Collector
October 01	Submit all Tax Documents to Florida Department of Revenue

** Per Florida Statutes, the hearing dates scheduled by the county commission and school board shall not be utilized by any other taxing authority within the county for its public hearings.

TOWN OF HILLSBORO BEACH

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Agenda Item Cover Memo

Agenda Item: **EnviroDesign & Associates Limited Phase II Environmental Site Assessment Ocean Reef Condo, property located at 1205 Hillsboro Mile, Hillsboro Beach, FL**

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

Agenda Date: **April 7, 2020**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:

1. Ocean Reef Condo Phase II_FINAL
2. 19138_B TANK REMOVAL & TESTING_1205 Hillsboro Mile_PH 1_Goren Cherof Doody & Ezrol
3. Invoice 20-246 $5,950 Limited Phase II Assessment

March 26, 2020

Goren Cherof Doody & Ezrol, PA
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, FL 33308
Attn: Rachel Leach, Real Estate Paralegal

RE: LIMITED PHASE II ENVIRONMENTAL SITE ASSESSMENT for: Ocean Reef Condominium, 1205 Hillsboro Mile, Hillsboro Beach, Broward County, Florida 33062 (EDA Site No. 19138)

EXECUTIVE SUMMARY

EnviroDesign Associates, Inc. has completed a Limited Phase II Environmental Site Assessment of the Ocean Reef Condominium property located at 1205 Hillsboro Mile in Hillsboro Beach, Broward County, Florida (Site). The purpose of this investigation is to further evaluate Recognized Environmental Conditions (REC's) as identified on the Site in a Phase I Environmental Site Assessment (ESA) prepared by this office on January 21, 2020. REC's identified in the Phase I ESA include the following former Site uses:

- On-site abandoned Underground Storage Tank (UST).

On March 11, 2020, EDA completed field work on the Site as detailed in the Limited Phase II proposal #19138_C_Rev2. Phase II findings and recommendations are presented below.

FINDINGS:

- ☐ **Soil Laboratory Analyses:** The resulting analyses indicated that with the exception of total benzo(a)pyrene equivalents detected in SB-2 (2'bgs), all soil test parameters were detected at concentrations below the laboratory minimum detection limits and/or within the Soil Cleanup Target Levels (SCTL's) as defined in Chapter 62-777 FAC (CONTAMINANT CLEANUP TARGET LEVELS), Amended 4-17-05. Total benzo(a)pyrene equivalents were detected in SB-2 at a concentration of 0.15 mg/Kg. The residential direct exposure cleanup target level for benzo(a)pyrene equivalents is 0.1 mg/Kg and the commercial/industrial direct exposure cleanup target level for total benzo(a)pyrene equivalents is 0.7 mg/Kg. Therefore, the level of benzo(a)pyrene detected in the soils at the SB-2 (2'bgs) test location slightly exceeds the residential direct exposure cleanup target level, but well below the commercial/industrial direct exposure cleanup target level. It should be noted that SB-2 was collected at a location near the UST fill port. In addition, elevated levels of benzo(a)pyrene equivalents were not detected in soil boring sample SB-1(2'bgs) or in the groundwater in TMW-1. Based on the soil and groundwater laboratory analyses completed during this investigation, the slightly elevated levels of benzo(a)pyrene detected in the soils at the SB-2 test location appear to be localized and should be addressed during the tank removal process.

- ☐ **Groundwater Laboratory Analyses:** Laboratory analyses of groundwater samples collected during this investigation indicated that all test parameters were detected at concentrations below the laboratory minimum detection limits or within the Groundwater Cleanup Target Levels (GCTL's) as defined in Chapter 62-777 FAC (CONTAMINANT CLEANUP TARGET LEVELS), Amended 4-17-05. No petroleum impacts were detected in the groundwater during this investigation for the parameters tested. No additional groundwater assessment is recommended at this time.

RECOMMENDATIONS

Slightly elevated levels of benzo(a)pyrene equivalents were detected in the soil at the SB-2 (2' bgs) test location during this investigation. The soil impacts appear localized and should be addressed during the tank removal/closure process. In addition, it was noted that the on-site UST still contains approximately 21-inches of diesel fuel. Given the current potential for a future undocumented discharge, the UST should be properly closed using a duly-licensed contractor at the first opportunity. The scope-of-work and associated costs for the proper removal and disposal of the UST system is detailed in EDA proposal No. 19138_B). Any required soil disposal or remediation will be in addition to the fees quoted for the tank removal process.

INTRODUCTION

On November 5, 2019, Goren Cherof Doody & Ezrol, PA (Client) authorized EnviroDesign Associates, Inc. (EDA) to complete a Limited Phase II Environmental Site Assessment (ESA) on the Ocean Reef Condominium property located at 1205 Hillsboro Mile in Hillsboro Beach, Broward County, Florida 33062 (Site). The objective of this Limited Phase II investigation is to evaluate the Recognized Environmental Conditions (REC's) identified in the Phase I Environmental Site Assessment prepared by this office on January 21, 2020.

Recognized Environmental Conditions identified in the January 21, 2020 Phase I ESA investigation evaluated during this investigation include the following:

- The historical Phase II investigation provided by the property owner does not indicate whether any residual fuel remains in the on-site UST or associated fuel lines. As such, it is still possible that a discharge could have occurred since the completion of the historical Phase II ESA dated February 29, 2016.

The purpose of conducting a Phase II ESA includes the development of sufficient information from which the environmental professional can render a professional opinion that, with respect to the recognized environmental conditions assessed, hazardous substances have not been disposed or released at the property, thereby satisfying the innocent purchaser defense under CERCLA as to those recognized environmental conditions. A supplemental purpose of the Phase II ESA includes developing sufficient information about the presence of a recognized environmental condition at a site to meet the business objectives of the user and to provide sufficient data to assist the client/user in making an informed business decision.

The work was completed in general accordance with the scope and provisions of ASTM E 1903-11, (Standard Guide for Environmental Site Assessments: Phase II Environmental Site Assessment Process). The Phase II ESA was completed in accordance with our signed agreement – EDA Proposal No. 19138_C_Rev2 and limited to a field investigation, sample collection and laboratory analyses and the summary of our investigation findings presented in this letter report.

The Limited Phase II included the collection of soil and groundwater from areas of suspected contamination as described below in Table-A.

Table – A Limited Phase II Sample Collection Locations		
Location	**Analyses**	**Sampling Rationale**
SB-1	**Soil -** Organic Vapor Analyzer (OVA) field screening for petroleum hydrocarbons. Collect soil sample at depth of two-feet bgs for Laboratory analyses of petroleum parameters including BTEX/MTBE, PAH, and FL-Pro.	SB-1/TMW-1 sample location is positioned approximately 7.5-feet northwest of the UST fill port. This is the closest location to the tank that is accessible by the truck-mounted Geoprobe test equipment.
TWM-1	Groundwater – Collect groundwater samples from TMW-1 for Laboratory analyses of petroleum parameters including BTEX/MTBE, PAH, and FL-Pro.	
SB-2	**Soil -** Organic Vapor Analyzer (OVA) field screening for petroleum hydrocarbons. Collect soil sample at depth of two-feet bgs for Laboratory analyses of petroleum parameters including BTEX/MTBE, PAH, and FL-Pro.	SB-2 sample location is positioned approximately three feet east of the UST fill port.
SB-3	**Soil -** Organic Vapor Analyzer (OVA) field screening for petroleum hydrocarbons.	SB-3 sample location is positioned approximately six feet east of the UST fill port.
SB-4	**Soil -** Organic Vapor Analyzer (OVA) field screening for petroleum hydrocarbons.	SB-4 sample location is positioned approximately three feet south of the UST fill port.
SB-5	**Soil -** Organic Vapor Analyzer (OVA) field screening for petroleum hydrocarbons.	SB-5 sample location is positioned approximately four feet north of the UST fill port.

A Site Location Map is presented as Figure 1 and Approximate Sample Locations are shown in Figure 2.

LIMITED PHASE II ENVIRONMENTAL INVESTIGATION

On March 11, 2020, EDA completed a Limited Phase II field investigation at the Ocean Reef Condominium commercial property located at 1205 Hillsboro Mile in Hillsboro Beach, Broward County, Florida. Soil and groundwater sample collection conducted at the Site was performed in accordance with Category 3 requirements specified in Chapter 62-160, F.A.C., Quality Assurance using a NELAC certified environmental laboratory. Field soil and groundwater sampling was performed by EDA personnel in accordance with the FDEP approved methods. Field work completed during this investigation included the following:

SCOPE OF WORK

- Locate underground utilities using Sunshine State One Call (811).
- Provision of an Organic Vapor Analyzer (OVA) Photo Ionization Detector (PID).
- Provision of Geoprobe direct push field test equipment.
- Provision of soil and groundwater sampling consumables.
- Install up to five (5) soil borings on the sides and beneath the UST.
- Soil boring field screening using calibrated OVA.
- Laboratory analyses of up to two (2) soil sample for BTEX/MTBE, PAH, and FL-Pro.
- Install one (1) temporary monitoring well to up to 15-feet below ground surface.
- Sample temporary groundwater monitoring wells using FDEP Approved Methods.
- Laboratory analyses of up to one (1) groundwater samples for BTEX/MTBE, PAH, and FL-Pro.
- Preparation of Phase II ESA by Professional Geologist licensed with the State of Florida.

SOIL INVESTIGATION:

Soil Organic Vapor Analyzer (OVA) headspace samples were collected for field screening using a calibrated Organic Vapor Analyzer (OVA). Soil boring observations and the corresponding OVA headspace readings were recorded on FDEP Soil Boring Logs, which are attached for reference.

Soil samples were collected for laboratory analyses. The sample containers were packed on ice and transported to AEL Laboratories, a State-certified laboratory (FDOH#E82535) for analyses, which included the following:

Boring	Depth (feet)	BTEX/ MTBE	PAH	FL-Pro (TRPH)
SB-1	2	x	x	x
SB-2	2	x	x	x

The laboratory analytical results are attached for reference.

SOIL LABORATORY ANALYTICAL RESULTS

The resulting analyses indicated that with the exception of total benzo(a)pyrene equivalents detected in SB-2, all test parameters were detected at concentrations below the laboratory minimum detection limits and/or within the Soil Cleanup Target Levels (SCTL's) as defined in Chapter 62-777 FAC (CONTAMINANT CLEANUP TARGET LEVELS), Amended 4-17-05.

Total benzo(a)pyrene equivalents were detected in SB-2 at a concentration of 0.15 mg/Kg. The residential direct exposure cleanup target level for benzo(a)pyrene equivalents is 0.1 mg/Kg and the commercial/industrial direct exposure cleanup target level for total benzo(a)pyrene equivalents is 0.7 mg/Kg. Therefore, the level of benzo(a)pyrene detected in the soils at the SB-2 (2'bgs) test location slightly exceeds the residential direct exposure cleanup target level, but is well below the commercial/industrial direct exposure cleanup target level. It should be noted that SB-2 was collected at a location near the UST fill port. In addition, elevated levels of benzo(a)pyrene equivalents were not detected in soil boring sample SB-1(2'bgs) or in the groundwater in TMW-1. Based on the soil and groundwater laboratory analyses completed during this investigation, the slightly elevated levels of benzo(a)pyrene detected in the soils at the SB-2 test location appear to be localized and should be addressed during the tank removal process.

GROUNDWATER INVESTIGATION:

On March 11, 2020, Wombat installed one (1) 1-inch diameter temporary groundwater monitoring wells using direct-push methods. The well was installed to a total depth of 18-feet below ground surface. Well construction details were recorded on the attached FDEP Well Construction and Development Logs.

On March 11, 2020, EDA collected groundwater samples from temporary groundwater monitoring well TMW-1. The water table elevation was observed at a depth of approximately 9-feet below ground surface. Chain-of-Custodies were used for the associated groundwater sampling. A peristaltic pump was used to purge monitoring wells prior to collecting samples. Three to five well volumes of groundwater were purged. The well was sampled only after field measurements indicated that pH, dissolved oxygen, temperature, conductance and turbidity had stabilized. Groundwater measurements observed during groundwater sampling were recorded on Florida Department of Environmental Protection (FDEP) Groundwater Sampling Logs.

Groundwater samples were collected for laboratory analyses. The sample containers were packed on ice and transported to AEL Laboratories, a State-certified laboratory (FDOH#E82535) for analyses, which included the following

Well	BTEX/ MTBE	PAH	FL-Pro (TRPH)
TMW-1	x	x	x

The laboratory analytical results are attached for reference.

GROUNDWATER LABORATORY ANALYTICAL RESULTS

Laboratory analyses of groundwater samples collected during this investigation indicated that all test parameters were detected at concentrations below the laboratory minimum detection limits or within the Groundwater Cleanup Target Levels (GCTL's) as defined in Chapter 62-777 FAC (CONTAMINANT CLEANUP TARGET LEVELS), Amended 4-17-05. No petroleum impacts were detected in the groundwater during this investigation for the parameters tested. No additional groundwater assessment is recommended at this time.

LIMITATIONS

In accordance with ASTM 1903-97 (Re-approved 2002), no ESA can eliminate all uncertainty. Furthermore, any sample, either surface or subsurface, taken for chemical analysis may or may not be representative of a larger population. Professional judgment and interpretation are inherent in the process and uncertainty is inevitable. Additional assessment may be able to reduce the uncertainty.

Even when Phase II ESA work is executed with an appropriate site-specific standard of care, certain conditions present especially difficult detection problems. Such conditions may include, but are not limited to, complex geological settings, the fate and transport characteristics of certain hazardous substances and petroleum products, the distribution of existing contamination, physical limitations imposed by the location of utilities and other man-made objects, and the limitations of assessment technologies.

Phase II ESAs do not generally require an exhaustive assessment of environmental conditions on a property. There is a point at which the cost of information obtained and the time required to obtain it outweigh the usefulness of the information and, in fact, may be a material detriment to the orderly completion of transactions. If hazardous substance or petroleum releases are confirmed on a parcel of property, the extent of further assessment is related to the degree of uncertainty that is acceptable to the user with respect to the real estate transaction.

Measurements and sampling data only represent the site conditions at the time of data collection. Therefore, the usability of data collected as part of this Phase II ESA may have a finite lifetime depending on the application and use being made of the data. An environmental professional should evaluate whether the generated data are appropriate for any subsequent use beyond the original purpose for which it was collected.

CONCLUSIONS AND RECOMMENDATIONS

CONCLUSIONS

- **Soil Laboratory Analyses:** The resulting analyses indicated that with the exception of total benzo(a)pyrene equivalents detected in SB-2 (2'bgs), all soil test parameters were detected at concentrations below the laboratory minimum detection limits and/or within the Soil Cleanup Target Levels (SCTL's) as defined in Chapter 62-777 FAC (CONTAMINANT CLEANUP TARGET LEVELS), Amended 4-17-05. Total benzo(a)pyrene equivalents were detected in SB-2 at a concentration of 0.15 mg/Kg. The residential direct exposure cleanup target level for benzo(a)pyrene equivalents is 0.1 mg/Kg and the commercial/industrial direct exposure cleanup target level for total benzo(a)pyrene equivalents is 0.7 mg/Kg. Therefore, the level of benzo(a)pyrene detected in the soils at the SB-2 (2'bgs) test location slightly exceeds the residential direct exposure cleanup target level, but well below the commercial/industrial direct exposure cleanup target level. It should be noted that SB-2 was collected at a location near the UST fill port. In addition, elevated levels of benzo(a)pyrene equivalents were not detected in soil boring sample SB-1(2'bgs) or in the groundwater in TMW-1. Based on the soil and groundwater laboratory analyses completed during this investigation, the slightly elevated levels of benzo(a)pyrene detected in the soils at the SB-2 test location appear to be localized and should be addressed during the tank removal process.

- **Groundwater Laboratory Analyses:** Laboratory analyses of groundwater samples collected during this investigation indicated that all test parameters were detected at concentrations below the laboratory minimum detection limits or within the Groundwater Cleanup Target Levels (GCTL's) as defined in Chapter 62-777 FAC (CONTAMINANT CLEANUP TARGET LEVELS), Amended 4-17-05. No petroleum impacts were detected in the groundwater during this investigation for the parameters tested. No additional groundwater assessment is recommended at this time.

RECOMMENDATIONS

Slightly elevated levels of benzo(a)pyrene equivalents were detected in the soil at the SB-2 (2' bgs) test location during this investigation. The soil impacts appear localized and should be addressed during the tank removal/closure process. In addition, it was noted that the on-site UST still contains approximately 21-inches of diesel fuel. Given the current potential for a future undocumented discharge, the UST should be properly closed using a duly-licensed contractor at the first opportunity. The scope-of-work and associated costs for the proper removal and disposal of the UST system is detailed in EDA proposal No. 19138_B). Any required soil disposal or remediation will be in addition to the fees quoted for the tank removal process.

We appreciate the opportunity to offer our professional consulting services. If you have any questions or require additional information, please do not hesitate to call.

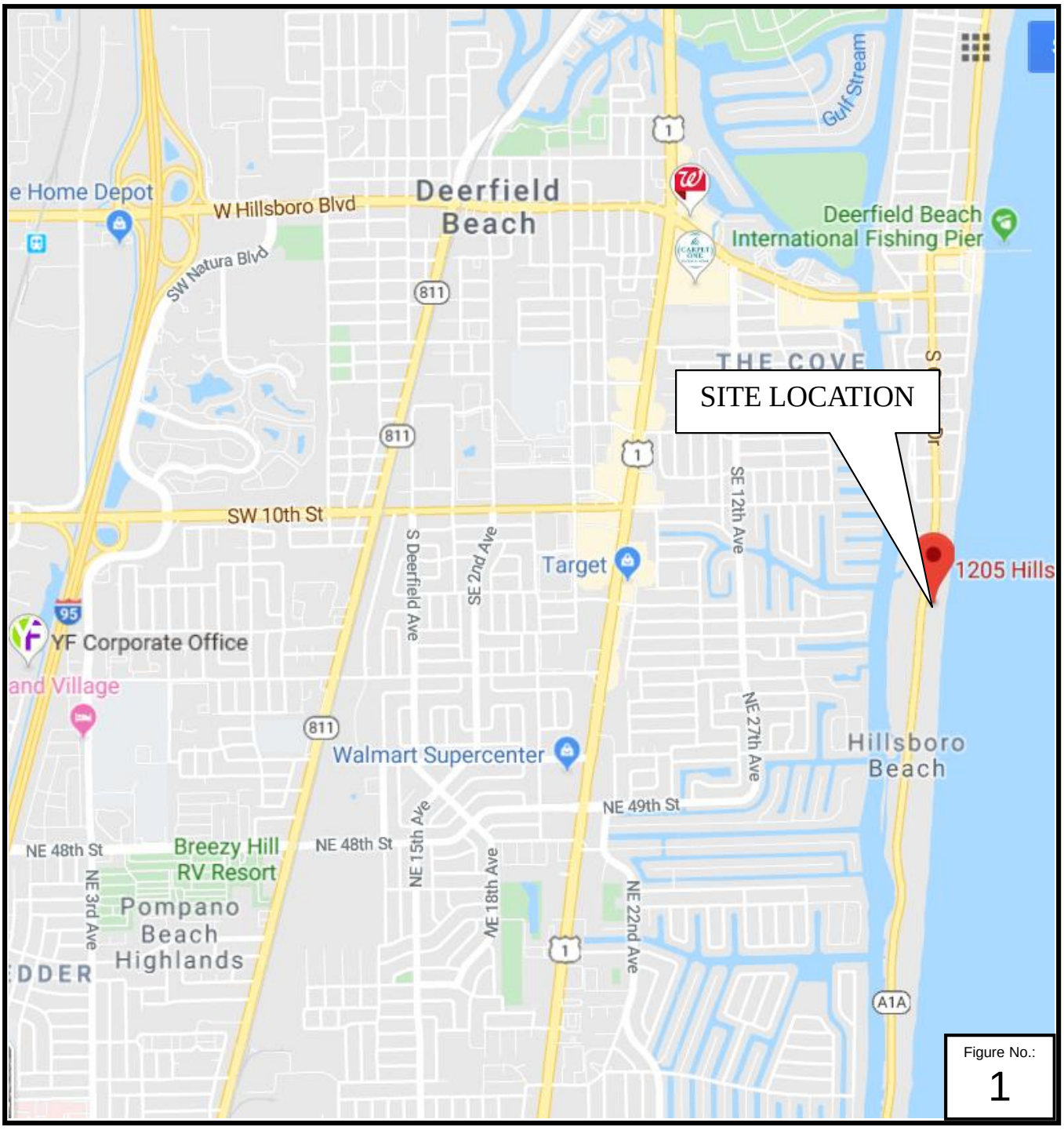
Sincerely yours,
EnviroDesign Associates, Inc.

Scot E. Wehmeyer, P.G. #2764
Senior Project Manager

Attachments:

FIGURE 1, Site Location Map
FIGURE 2, Approximate Sample Locations
TABLES – Laboratory Analytical Results
FDEP Boring Logs
FDEP Well Construction and Development Logs
FDEP Groundwater Sampling Logs
AEL Laboratory Analytical Report # M2001552

FIGURES



North

Site Location Map

Phase II Environmental Site Assessment
"Ocean Reef Condominium"
1205 & 1206 Hillsboro Mile, Hillsboro Bch

EnviroDesign Associates inc.
www.envdesign.com
298 Pineapple Grove Way,
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Project #19138 | March 2020

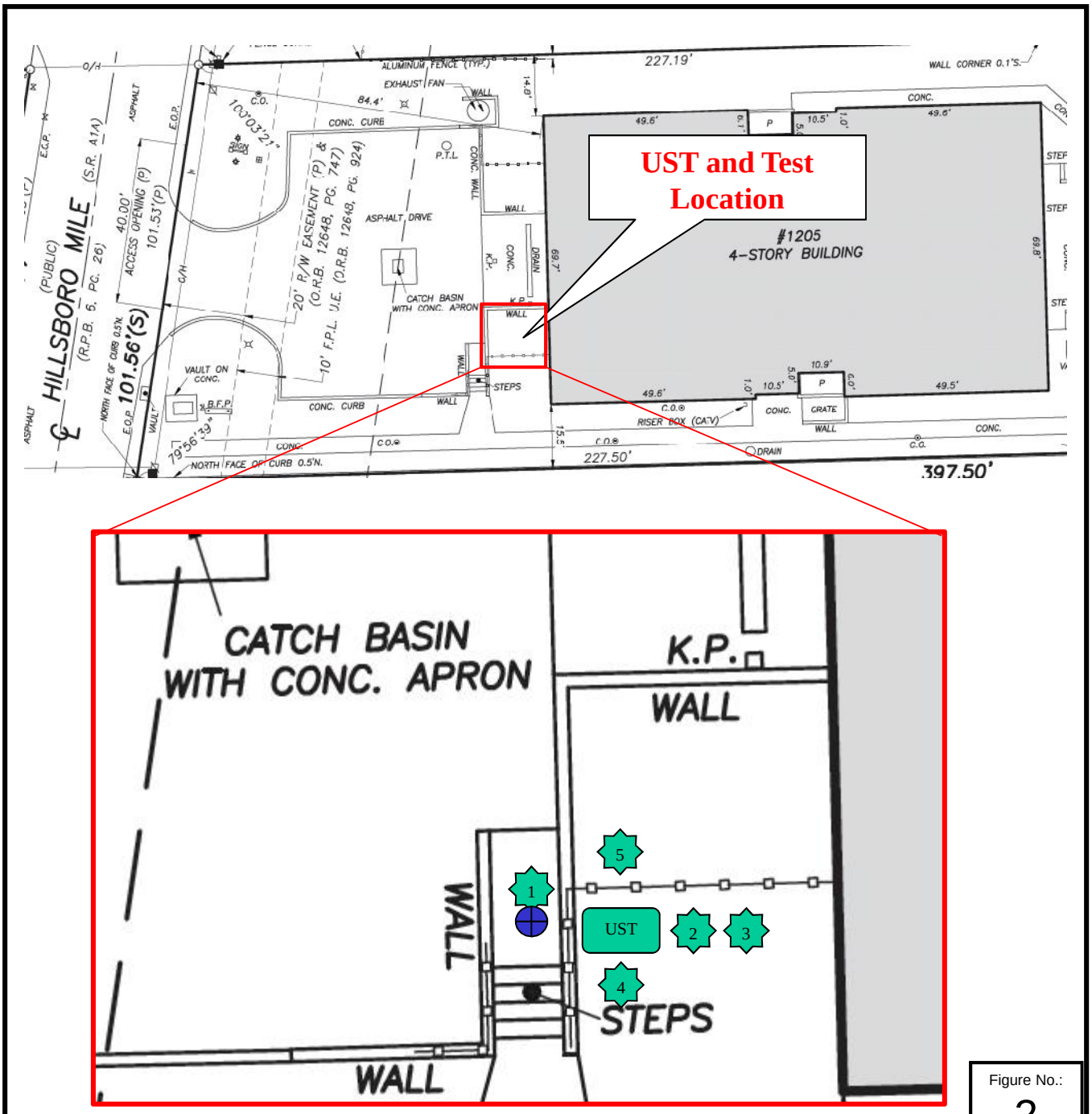

Figure No.: 2

Approximate Sample Locations

North

LEGEND

1 Soil Boring

TMW-1 Temp Well

UST Diesel UST

Phase II Environmental Site Assessment
"Ocean Reef Condominium"
1205 & 1206 Hillsboro Mile, Hillsboro Bch

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Project #19138 | March 2020

TABLES

ft, bls = feet below land surface
ug/l = micrograms per liter
ug/kg = micrograms per kilogram
mg/l = milligrams per liter
mg/kg = milligrams per kilogram
uhmos = micromohs per cubic centimeter
NTUs = Nepehlometric Turbidity Units
CAS# = Chemical Abstract Number

[SPLP /] GCTL = Groundwater Cleanup Target Level (Table I, Chapter 62-777 FAC) *
GLYPQ = Groundwater Low Yield Poor Quality Criteria (Table I, Chapter 62-777 FAC) *
NADC = Natural Attenuation Default Concentration (Table V, 62-777 FAC) *

[TCLP /] RES = TCLP Criteria on TCLP pages / Residential Criteria on Soil pages *
COM = Commercial/Industrial Criteria *
LGW = Groundwater Leachability Criteria *

* = Regulatory limits that must be calculated based on other analysis or time accrual are flagged by SELECT AEL by utilizing a "0" limit. This causes results for such analytes to register as an exceedance to draw your attention.

Water / SPLP Formatting	
TEXT	= Exceeds [SPLP /] GCTL (1)
TEXT	= Exceeds GLYPQ (4)
TEXT	= Exceeds NADC (5)

Soil / TCLP Formatting	
TEXT	= Exceeds [TCLP /] RES (1)
TEXT	= Exceeds COM (2)
TEXT	= Exceeds LGW (3)

U = Result was less than the Method Detection Limit (MDL).
I = Result was greater than or equal to the Method Detection Limit (MDL) but below the Practical Quantitation Limit (PQL).

Site Name			Lab Sample ID				M2001552002			M2001552003		
Site Location			Sample Number				SB-1 SB-1 (2')			SB-2 SB-2 (2')		
Project Manager			Date/ Time Sampled				3/11/2020 10:44			3/11/2020 11:00		
Checked By			Sample Interval (ft,bls)									
Analyte	CAS #	Method	Units	RES (1)	COM (2)	LGW (3)	Result	Qual	Exceeds	Result	Qual	Exceeds
BENZENE	71-43-2	EPA 8260	mg/kg	1.2	1.7	0.007	0.00032	U		0.00028	U	
ETHYLBENZENE	100-41-4	EPA 8260	mg/kg	1500	9200	0.6	0.00041	U		0.00035	U	
METHYL tert-BUTYL ETHER	1634-04-4	EPA 8260	mg/kg	4400	24000	0.09	0.00046	U		0.0004	U	
TOLUENE	108-88-3	EPA 8260	mg/kg	7500	60000	0.5	0.0005	U		0.00043	U	
Xylenes- Total	1330-20-7	EPA 8260	mg/kg	130	700	0.2	0.0012	U		0.001	U	

Site Name			Lab Sample ID				M2001552001		
Site Location			Sample Number				TMW-1		
Project Manager			Date/ Time Sampled				3/11/2020 10:24		
Checked By			Sample Interval (ft,bls)						
Field Parameters			Units						
Temperature			Celsius						
Conductivity (uhoms/c)			uhoms/c						
Dissolved oxygen (mg/l)			mg/L						
Turbidity (NTUs)			NTUs						
Analyte	CAS #	Method	Units	GCTL (1)	GLYPQ (4)	NADC (5)	Result	Qual	Exceeds
BENZENE	71-43-2	EPA 8260	ug/L	1	10	100	0.18	U	
ETHYLBENZENE	100-41-4	EPA 8260	ug/L	30	300	300	0.38	U	
METHYL tert-BUTYL ETHER	1634-04-4	EPA 8260	ug/L	20	200	200	0.24	U	
TOLUENE	108-88-3	EPA 8260	ug/L	40	400	400	0.49	U	
Xylenes- Total	1330-20-7	EPA 8260	ug/L	20	200	200	1.1	U	

Site Name			Lab Sample ID				M2001552002			M2001552003		
Site Location			Sample Number				SB-1 SB-1 (2')			SB-2 SB-2 (2')		
Project Manager			Date/ Time Sampled				3/11/2020 10:44			3/11/2020 11:00		
Checked By			Sample Interval (ft,bls)									
Analyte	CAS #	Method	Units	RES (1)	COM (2)	LGW (3)	Result	Qual	Exceeds	Result	Qual	Exceeds
BENZO(a)ANTHRACENE	56-55-3	EPA 8270/PAH Low Level	mg/kg	N/A	N/A	0.8	0.0023	U		0.12		
BENZO(a)PYRENE	50-32-8	EPA 8270/PAH Low Level	mg/kg	0.1	0.7	8	0.0022	U		0.096		
BENZO(b)FLUORANTHENE	205-99-2	EPA 8270/PAH Low Level	mg/kg	N/A	N/A	2.4	0.0024	U		0.15		
BENZO(k)FLUORANTHENE	207-08-9	EPA 8270/PAH Low Level	mg/kg	N/A	N/A	24	0.002	U		0.054		
CHRYSENE	218-01-9	EPA 8270/PAH Low Level	mg/kg	N/A	N/A	77	0.0023	U		0.15		
DIBENZ(a,h)ANTHRACENE	53-70-3	EPA 8270/PAH Low Level	mg/kg	N/A	N/A	0.7	0.0067	U		0.017		
INDENO(1,2,3-c,d)PYRENE	193-39-5	EPA 8270/PAH Low Level	mg/kg	N/A	N/A	6.6	0.0038	U		0.089		
Total Benzo(a)pyrene Equivalents	Total B(a)P	Calculation	mg/kg	0.1	0.7		0.0049			0.15		1

Site Name			Lab Sample ID				M2001552001		
Site Location			Sample Number				TMW-1		
Project Manager			Date/ Time Sampled				3/11/2020 10:24		
Checked By			Sample Interval (ft,bls)						
Field Parameters			Units						
Temperature			Celsius						
Conductivity (uhoms/c)			uhoms/c						
Dissolved oxygen (mg/l)			mg/L						
Turbidity (NTUs)			NTUs						
Analyte	CAS #	Method	Units	GCTL (1)	GLYPQ (4)	NADC (5)	Result	Qual	Exceeds
BENZO(a)ANTHRACENE	56-55-3	EPA 8270/PAH Low Level	ug/L	0.05	0.5	5	0.049	U	
BENZO(a)PYRENE	50-32-8	EPA 8270/PAH Low Level	ug/L	0.2	2	20	0.15	U	
BENZO(b)FLUORANTHENE	205-99-2	EPA 8270/PAH Low Level	ug/L	0.05	0.5	5	0.05	U	1
BENZO(k)FLUORANTHENE	207-08-9	EPA 8270/PAH Low Level	ug/L	0.5	5	50	0.19	U	
CHRYSENE	218-01-9	EPA 8270/PAH Low Level	ug/L	4.8	48	480	0.13	U	
DIBENZ(a,h)ANTHRACENE	53-70-3	EPA 8270/PAH Low Level	ug/L	0.005	0.05	0.5	0.095	U	1, 4
INDENO(1,2,3-c,d)PYRENE	193-39-5	EPA 8270/PAH Low Level	ug/L	0.05	0.5	5	0.045	U	

Site Name			Lab Sample ID				M2001552002			M2001552003		
Site Location			Sample Number				SB-1 SB-1 (2')			SB-2 SB-2 (2')		
Project Manager			Date/ Time Sampled				3/11/2020 10:44			3/11/2020 11:00		
Checked By			Sample Interval (ft,bls)									
Analyte	CAS #	Method	Units	RES (1)	COM (2)	LGW (3)	Result	Qual	Exceeds	Result	Qual	Exceeds
1-METHYLNAPHTHALENE	90-12-0	EPA 8270/PAH Low Level	mg/kg	200	1800	3.1	0.003	U		0.0034	I	
2-METHYLNAPHTHALENE	91-57-6	EPA 8270/PAH Low Level	mg/kg	210	2100	8.5	0.003	U		0.0044	I	
ACENAPHTHENE	83-32-9	EPA 8270/PAH Low Level	mg/kg	2400	20000	2.1	0.0026	U		0.021		
ACENAPHTHYLENE	208-96-8	EPA 8270/PAH Low Level	mg/kg	1800	20000	27	0.0025	U		0.0024	U	
ANTHRACENE	120-12-7	EPA 8270/PAH Low Level	mg/kg	21000	300000	2500	0.0022	U		0.028		
BENZO(g,h,i)PERYLENE	191-24-2	EPA 8270/PAH Low Level	mg/kg	2500	52000	32000	0.0058	U		0.078		
FLUORANTHENE	206-44-0	EPA 8270/PAH Low Level	mg/kg	3200	59000	1200	0.0021	U		0.33		
FLUORENE	86-73-7	EPA 8270/PAH Low Level	mg/kg	2600	33000	160	0.0026	U		0.019		
NAPHTHALENE	91-20-3	EPA 8270/PAH Low Level	mg/kg	55	300	1.2	0.0054	U		0.0057	I	
PHENANTHRENE	85-01-8	EPA 8270/PAH Low Level	mg/kg	2200	36000	250	0.0021	U		0.25		
PYRENE	129-00-0	EPA 8270/PAH Low Level	mg/kg	2400	45000	880	0.002	U		0.24		

Site Name			Lab Sample ID				M2001552001		
Site Location			Sample Number				TMW-1		
Project Manager			Date/ Time Sampled				3/11/2020 10:24		
Checked By			Sample Interval (ft,bls)						
Field Parameters			Units						
Temperature			Celsius						
Conductivity (uhoms/c)			uhoms/c						
Dissolved oxygen (mg/l)			mg/L						
Turbidity (NTUs)			NTUs						
Analyte	CAS #	Method	Units	GCTL (1)	GLYPQ (4)	NADC (5)	Result	Qual	Exceeds
1-METHYLNAPHTHALENE	90-12-0	EPA 8270/PAH Low Level	ug/L	28	280	280	0.2	U	
2-METHYLNAPHTHALENE	91-57-6	EPA 8270/PAH Low Level	ug/L	28	280	280	0.2	U	
ACENAPHTHENE	83-32-9	EPA 8270/PAH Low Level	ug/L	20	200	200	0.16	U	
ACENAPHTHYLENE	208-96-8	EPA 8270/PAH Low Level	ug/L	210	2100	2100	0.17	U	
ANTHRACENE	120-12-7	EPA 8270/PAH Low Level	ug/L	2100	21000	21000	0.14	U	
BENZO(g,h,i)PERYLENE	191-24-2	EPA 8270/PAH Low Level	ug/L	210	2100	2100	0.19	U	
FLUORANTHENE	206-44-0	EPA 8270/PAH Low Level	ug/L	280	2800	2800	0.15	U	
FLUORENE	86-73-7	EPA 8270/PAH Low Level	ug/L	280	2800	2800	0.15	U	
NAPHTHALENE	91-20-3	EPA 8270/PAH Low Level	ug/L	14	140	140	0.19	U	
PHENANTHRENE	85-01-8	EPA 8270/PAH Low Level	ug/L	210	2100	2100	0.16	U	
PYRENE	129-00-0	EPA 8270/PAH Low Level	ug/L	210	2100	2100	0.14	U	

Site Name			Lab Sample ID				M2001552001		
Site Location			Sample Number				TMW-1		
Project Manager			Date/ Time Sampled				3/11/2020 10:24		
Checked By			Sample Interval (ft,bls)						
Field Parameters			Units						
Temperature			Celsius						
Conductivity (uhoms/c)			uhoms/c						
Dissolved oxygen (mg/l)			mg/L						
Turbidity (NTUs)			NTUs						
Analyte	CAS #	Method	Units	GCTL (1)	GLYPQ (4)	NADC (5)	Result	Qual	Exceeds
FL-PRO	TRPH	FDEP FL-PRO	ug/L	5000	50000	50000	600	U	

Site Name			Lab Sample ID				M2001552002			M2001552003		
Site Location			Sample Number				SB-1 SB-1 (2')			SB-2 SB-2 (2')		
Project Manager			Date/ Time Sampled				3/11/2020 10:44			3/11/2020 11:00		
Checked By			Sample Interval (ft,bls)									
Analyte	CAS #	Method	Units	RES (1)	COM (2)	LGW (3)	Result	Qual	Exceeds	Result	Qual	Exceeds
FL-PRO	TRPH	FDEP FL-PRO	mg/kg	460	2700	340	10	U		31		

FDEP LOGS

BORING LOG

Boring/Well Number: SB-1 / TMW-1	Permit Number:	FDEP Facility Identification Number:
Site Name: Ocean Reef Condo	Borehole Start Date: 3/11/20 End Date: 3/11/20	Borehole Start Time: 9:15 ☒ AM ☐ PM End Time: 10:00 ☐ AM ☐ PM
Environmental Contractor: Enviro Design	Geologist's Name: Scot Wehmeyer	Environmental Technician's Name: Andres Henriquez
Drilling Company: WOMBAT	Pavement Thickness (inches): 1	Borehole Diameter (inches): 3
Borehole Depth (feet): 18		
Drilling Method(s): DP	Apparent Borehole DTW (in feet from soil moisture content): 8	Measured Well DTW (in feet after water recharges in well): 9
OVA (list model and check type): Mini Rae 2000 ☐ FID ☒ PID		

Disposition of Drill Cuttings [check method(s)]: ☐ Drum ☐ Spread ☒ Backfill ☐ Stockpile ☐ Other

(describe if other or multiple items are checked):

Borehole Completion (check one): ☒ Well ☐ Grout ☐ Bentonite ☐ Backfill ☐ Other (describe)

TMW-1

Sample Type	Sample Depth Interval (feet)	Sample Recovery (inches)	SPT Blows (per six inches)	Unfiltered OVA	Filtered OVA	Net OVA	Depth (feet)	Sample Description (include grain size based on USCS, odors, staining, and other remarks)	USCS Symbol	Moisture Content	Lab Soil and Groundwater Samples (list sample number and depth or temporary screen interval)
DP	1	08	—	0.0	—	0.0	1	Dark greyish brown 0-2 Fine quartz sand 10yr 4-2	SP	D	
DP	2	18	—	0.1	—	0.1	2		SP	D	
DP	3	28	—	0.0	—	0.0	3	Brownish yellow Medium grain quartz sand 10yr 6/8 Beach sand.	SP	D	
DP	4	8	—	0.0	—	0.0	4		SP	D	
DP	5	8	—	0.0	—	0.0	5		SP	D	
DP	6	8	—	0.0	—	0.0	6		SP	D	
							7				
DP	8	16	—	0.0	—	0.0	8		SP	M	
							9				
DP	10	16	—	0.0	—	0.0	10		SP	M	
							11	No soil samples collected below 10ft.			
							12				

Sample Type Codes: **PH** = Post Hole; **HA** = Hand Auger; **SS** = Split Spoon; **ST** = Shelby Tube; **DP** = Direct Push; **SC** = Sonic Core; **DC** = Drill Cuttings

Moisture Content Codes: **D** = Dry; **M** = Moist; **W** = Wet; **S** = Saturated

BORING LOG

Page 1 of _____

Boring/Well Number: SB-2	Permit Number:	FDEP Facility Identification Number:
Site Name: Ocean Reef condo	Borehole Start Date: 3-11-20 End Date: 3-11-20	Borehole Start Time: 10:15 ☐ AM ☐ PM End Time: 10:30 ☐ AM ☐ PM
Environmental Contractor: Enviro Design	Geologist's Name: Scot Wehmeyer	Environmental Technician's Name: Andres Henriquez
Drilling Company: WOMBAT	Pavement Thickness (inches): NA	Borehole Diameter (inches): / Borehole Depth (feet): 3 inch
Drilling Method(s): Hand Auger	Apparent Borehole DTW (in feet from soil moisture content):	Measured Well DTW (in feet after water recharges in well): / OVA (list model and check type): MiniRae 2000 ☐ FID ☒ PID

Disposition of Drill Cuttings [check method(s)]: ☐ Drum ☐ Spread ☐ Backfill ☐ Stockpile ☐ Other

(describe if other or multiple items are checked):

Borehole Completion (check one): ☐ Well ☐ Grout ☐ Bentonite ☐ Backfill ☐ Other (describe)

Sample Type	Sample Depth Interval (feet)	Sample Recovery (inches)	SPT Blows (per six inches)	Unfiltered OVA	Filtered OVA	Net OVA	Depth (feet)	Sample Description (include grain size based on USCS, odors, staining, and other remarks)	USCS Symbol	Moisture Content	Lab Soil and Groundwater Samples (list sample number and depth or temporary screen interval)
HA	1	12	—	0.0	—	0.0		~~Brown lime stone fragments~~ All		D	
							1	fine quartz sand with			
HA	1	12	—	30	-	3.0		shell fragments and limestone			
							2	fragments 10YR 5/3		D	
								refusal			
							3				
							4				
							5				
							6				
							7				
							8				
							9				
							10				
							11				
							12				

Sample Type Codes: **PH** = Post Hole; **HA** = Hand Auger; **SS** = Split Spoon; **ST** = Shelby Tube; **DP** = Direct Push; **SC** = Sonic Core; **DC** = Drill Cuttings

Moisture Content Codes: **D** = Dry; **M** = Moist; **W** = Wet; **S** = Saturated

BORING LOG

Page 1 of _____

Boring/Well Number: SB-3	Permit Number:	FDEP Facility Identification Number:
Site Name: Ocean Reef Condo	Borehole Start Date: 3-11-20 End Date: 3-11-20	Borehole Start Time: 10:35 ☒ AM ☐ PM End Time: 10:45 ☒ AM ☐ PM
Environmental Contractor: Enviro Design	Geologist's Name: Scot Wehmeyer	Environmental Technician's Name:
Drilling Company: WOMBAT	Pavement Thickness (inches): NA	Borehole Diameter (inches): 3
Borehole Depth (feet): 2 NA 3 inch		
Drilling Method(s): Hand Auger	Apparent Borehole DTW (in feet from soil moisture content): NA	Measured Well DTW (in feet after water recharges in well): NA
OVA (list model and check type): Mini RAE 2000 ☐ FID ☒ PID		

Disposition of Drill Cuttings [check method(s)]: ☐ Drum ☐ Spread ☒ Backfill ☐ Stockpile ☐ Other

(describe if other or multiple items are checked):

Borehole Completion (check one): ☐ Well ☐ Grout ☐ Bentonite ☒ Backfill ☐ Other (describe)

Sample Type	Sample Depth Interval (feet)	Sample Recovery (inches)	SPT Blows (per six inches)	Unfiltered OVA	Filtered OVA	Net OVA	Depth (feet)	Sample Description (include grain size based on USCS, odors, staining, and other remarks)	USCS Symbol	Moisture Content	Lab Soil and Groundwater Samples (list sample number and depth or temporary screen interval)
HA	1	12	—	0.0	–	0.0	1	Fine quartz sand with shell fragments and limestone		D	
~~HA~~ HA	2	12	—	0.0	–	0.0	2	10YR 5/3		D	
							3	Refusal			
							4				
							5				
							6				
							7				
							8				
							9				
							10				
							11				
							12				

Sample Type Codes: **PH** = Post Hole; **HA** = Hand Auger; **SS** = Split Spoon; **ST** = Shelby Tube; **DP** = Direct Push; **SC** = Sonic Core; **DC** = Drill Cuttings

Moisture Content Codes: **D** = Dry; **M** = Moist; **W** = Wet; **S** = Saturated

BORING LOG

Page 1 of _____

Boring/Well Number: SB-4	Permit Number:	FDEP Facility Identification Number:
Site Name: Ocean Reef condo	Borehole Start Date: 3-11-20 End Date: 3-11-20	Borehole Start Time: 10:50 ☒ AM ☐ PM End Time: 11:00 ☒ AM ☐ PM
Environmental Contractor: Enviro Design	Geologist's Name: Scot Wehmeyer	Environmental Technician's Name: Andres Henriquez
Drilling Company: WOMBAT	Pavement Thickness (inches): NA	Borehole Diameter (inches): 3
Borehole Depth (feet): 5		
Drilling Method(s): Hand Auger	Apparent Borehole DTW (in feet from soil moisture content): NA	Measured Well DTW (in feet after water recharges in well): NA
OVA (list model and check type): Mini Rae 2000 ☐ FID ☒ PID		

Disposition of Drill Cuttings [check method(s)]: ☐ Drum ☐ Spread ☒ Backfill ☐ Stockpile ☐ Other

(describe if other or multiple items are checked):

Borehole Completion (check one): ☐ Well ☐ Grout ☐ Bentonite ☒ Backfill ☐ Other (describe)

Sample Type	Sample Depth Interval (feet)	Sample Recovery (inches)	SPT Blows (per six inches)	Unfiltered OVA	Filtered OVA	Net OVA	Depth (feet)	Sample Description (include grain size based on USCS, odors, staining, and other remarks)	USCS Symbol	Moisture Content	Lab Soil and Groundwater Samples (list sample number and depth or temporary screen interval)
HA	1	12	—	0.0	—	0.0	1	Fine quartz sand with shell fragments and limestone fragments 10YR 5/3		D	
HA	2	12	—	0.0	—	0.0	2			D	
HA	3	12	—	0.0	—	0.0	3			D	
HA	4	12	—	0.0	—	0.0	4				
HA	5	12	—	0.0	—	0.0	5				
							6				
							7				
							8				
							9				
							10				
							11				
							12				

Sample Type Codes: **PH** = Post Hole; **HA** = Hand Auger; **SS** = Split Spoon; **ST** = Shelby Tube; **DP** = Direct Push; **SC** = Sonic Core; **DC** = Drill Cuttings

Moisture Content Codes: **D** = Dry; **M** = Moist; **W** = Wet; **S** = Saturated

BORING LOG

Page 1 of _____

Boring/Well Number: SB-5	Permit Number:	FDEP Facility Identification Number:
Site Name: Ocean Reef Condo	Borehole Start Date: 3-11-20 End Date: 3-11-20	Borehole Start Time: 11:02 ☐ AM ☐ PM End Time: 11:12 ☐ AM ☐ PM
Environmental Contractor: Enviro Design	Geologist's Name: Scot Wehmeyer	Environmental Technician's Name: Andres Hernandez
Drilling Company: WOMBAT	Pavement Thickness (inches): NA	Borehole Diameter (inches): 3 / Borehole Depth (feet): 5
Drilling Method(s): Hand Auger	Apparent Borehole DTW (in feet from soil moisture content): NA	Measured Well DTW (in feet after water recharges in well): NA / OVA (list model and check type): ☐ FID ☐ PID

Disposition of Drill Cuttings [check method(s)]: ☐ Drum ☐ Spread ☒ Backfill ☐ Stockpile ☐ Other

(describe if other or multiple items are checked):

Borehole Completion (check one): ☐ Well ☐ Grout ☐ Bentonite ☒ Backfill ☐ Other (describe)

Sample Type	Sample Depth Interval (feet)	Sample Recovery (inches)	SPT Blows (per six inches)	Unfiltered OVA	Filtered OVA	Net OVA	Depth (feet)	Sample Description (include grain size based on USCS, odors, staining, and other remarks)	USCS Symbol	Moisture Content	Lab Soil and Groundwater Samples (list sample number and depth or temporary screen interval)
HA	1	12	—	0.0	—	0.0	1	Fine quartz sand with shell fragments and limestone fragments. 10YR 5/3			
HA	2	12	—	0.0	—	0.0	2				
HA	3	12	—	0.0	—	0.0	3				
HA	4	12	—	0.0	—	0.0	4				
HA	5	12	—	0.0	—	0.0	5				
							6				
							7				
							8				
							9				
							10				
							11				
							12				

Sample Type Codes: **PH** = Post Hole; **HA** = Hand Auger; **SS** = Split Spoon; **ST** = Shelby Tube; **DP** = Direct Push; **SC** = Sonic Core; **DC** = Drill Cuttings

Moisture Content Codes: **D** = Dry; **M** = Moist; **W** = Wet; **S** = Saturated

WELL CONSTRUCTION AND DEVELOPMENT LOG

WELL CONSTRUCTION DATA

Well Number: TMW-1	Site Name: Ocean Reef Condo	FDEP Facility I.D. Number:	Well Install Date(s): 3-11-20

Well Location and Type (check appropriate boxes): [X] On-Site [ ] Right-of-Way [ ] Off-Site Private Property [ ] Above Grade (AG) [ ] Flush-to-Grade

If AG, list feet of riser above land surface:

Well Purpose: [ ] Perched Monitoring [X] Shallow (Water-Table) Monitoring [ ] Intermediate or Deep Monitoring [ ] Remediation or Other (describe)

Well Install Method: DP

Surface Casing Install Method:

Borehole Depth (feet): 18	Well Depth (feet): 18	Borehole Diameter (inches): 3	Manhole Diameter (inches): NA	Well Pad Size: NA feet by ____ feet
Riser Diameter and Material: 3/4 PVC	Riser/Screen Connections: [X] Flush-Threaded [ ] Other (describe)			Riser Length: 8 feet from 0 feet to 8 feet
Screen Diameter and Material: 3/4 inch PVC		Screen Slot Size: .01		Screen Length: 10 feet from 8 feet to 18 feet
1st Surface Casing Material: NA also check: [ ] Permanent [ ] Temporary		1st Surface Casing I.D. (inches):		1st Surface Casing Length: ____ feet from 0 feet to ____ feet
2nd Surface Casing Material: NA also check: [ ] Permanent [ ] Temporary		2nd Surface Casing I.D. (inches):		2nd Surface Casing Length: ____ feet from 0 feet to ____ feet
3rd Surface Casing Material: NA also check: [ ] Permanent [ ] Temporary		3rd Surface Casing I.D. (inches):		3rd Surface Casing Length: ____ feet from 0 feet to ____ feet
Filter Pack Material and Size: Natural SAND	Prepacked Filter Around Screen (check one): [ ] Yes [X] No			Filter Pack Length: ____ feet from ____ feet to ____ feet
Filter Pack Seal Material and Size: Open hole temp well				Filter Pack Seal Length: ____ feet from ____ feet to ____ feet
Surface Seal Material: NA				Surface Seal Length: ____ feet from ____ feet to ____ feet

WELL DEVELOPMENT DATA

Well Development Date: 3-11-20	Well Development Method (check one): [ ] Surge/Pump [X] Pump [ ] Compressed Air [ ] Other (describe)		
Development Pump Type (check): [ ] Centrifugal [X] Peristaltic [ ] Submersible [ ] Other (describe)		Depth to Groundwater (before developing in feet): 9 ft	
Pumping Rate (gallons per minute):	Maximum Drawdown of Groundwater During Development (feet): 11.11 TOC		Well Purged Dry (check one): [ ] Yes [ ] No
Pumping Condition (check one): [ ] Continuous [ ] Intermittent	Total Development Water Removed (gallons):	Development Duration (minutes):	Development Water Drummed (check one): [ ] Yes [ ] No
Water Appearance (color and odor) At Start of Development:		Water Appearance (color and odor) At End of Development:	

WELL CONSTRUCTION OR DEVELOPMENT REMARKS

DEP Form FD 9000-24: GROUNDWATER SAMPLING LOG

SITE NAME: **Ocean Reef Condo**	SITE LOCATION: **1201 Hillsboro Mile, Hillsboro, FL**

WELL NO:TMW-1	SAMPLE ID:TMW-1	DATE:03-11-20

PURGING DATA

WELL DIAMETER (inches):3/4	TUBING DIAMETER (inches): 3/16	WELL SCREEN INTERVAL DEPTH: 8 feet to 18 feet	STATIC DEPTH TO WATER (feet): 11.11	PURGE PUMP TYPE OR BAILER:PP

WELL VOLUME PURGE: 1 WELL VOLUME = (TOTAL WELL DEPTH – STATIC DEPTH TO WATER) X WELL CAPACITY
(only fill out if applicable)
= (18.00 feet – 11.11 feet) X 0.02 gallons/foot = 0.1378 gallons

EQUIPMENT VOLUME PURGE: 1 EQUIPMENT VOL. = PUMP VOLUME + (TUBING CAPACITY X TUBING LENGTH) + FLOW CELL VOLUME
(only fill out if applicable)
= gallons + (gallons/foot X feet) + gallons = gallons

INITIAL PUMP OR TUBING DEPTH IN WELL (feet): 12.11	FINAL PUMP OR TUBING DEPTH IN WELL (feet):12.11	PURGING INITIATED AT:9:54	PURGING ENDED AT:10:32	TOTAL VOLUME PURGED (gallons):5

TIME	VOLUME PURGED (gallons)	CUMUL. VOLUME PURGED (gallons)	PURGE RATE (gpm)	DEPTH TO WATER (feet)	pH (standard units)	TEMP. (°C)	COND. µS/cm	DISSOLVED OXYGEN mg/L	TURBIDITY (NTUs)	COLOR (describe)	ODOR (describe)
10:16	3.5	3.5	0.175	11.23	8.55	23.7	1966	0.63	25	clear	none
10:19	0.5	4	0.16	11.23	8.50	23.7	1968	0.57	13	clear	none
10:21	0.5	4.5	0.16	11.23	8.49	23.7	1974	0.55	18	clear	none
10:24	0.5	5	0.16	11.23	8.48	23.7	1973	0.51	17	clear	none

WELL CAPACITY (Gallons Per Foot): **0.75"** = 0.02; **1"** = 0.04; **1.25"** = 0.06; **2"** = 0.16; **3"** = 0.37; **4"** = 0.65; **5"** = 1.02; **6"** = 1.47; **12"** = 5.88
TUBING INSIDE DIA. CAPACITY (Gal./Ft.): **1/8"** = 0.0006; **3/16"** = 0.0014; **1/4"** = 0.0026; **5/16"** = 0.004; **3/8"** = 0.006; **1/2"** = 0.010; **5/8"** = 0.016

PURGING EQUIPMENT CODES: **B** = Bailer; **BP** = Bladder Pump; **ESP** = Electric Submersible Pump; **PP =** Peristaltic Pump; **O** = Other (Specify)

SAMPLING DATA

SAMPLED BY (PRINT) / AFFILIATION: Andres Henriquez EnviroDesign/ETA	SAMPLER(S) SIGNATURE(S):	SAMPLING INITIATED AT:10:24	SAMPLING ENDED AT:10:32

PUMP OR TUBING DEPTH IN WELL (feet):12.11	TUBING MATERIAL CODE: HDPE	FIELD-FILTERED: Y (N) FILTER SIZE: _____ µm Filtration Equipment Type:

FIELD DECONTAMINATION: PUMP Y (N) TUBING Y (N) (replaced) DUPLICATE: Y (N)

SAMPLE CONTAINER SPECIFICATION				SAMPLE PRESERVATION (including wet ice)			INTENDED ANALYSIS AND/OR METHOD	SAMPLING EQUIPMENT CODE	SAMPLE PUMP FLOW RATE (mL per minute)
SAMPLE ID CODE	# CONTAINERS	MATERIAL CODE	VOLUME	PRESERVATIVE USED	TOTAL VOL ADDED IN FIELD (mL)	FINAL pH			
TMW-1	1	AG	1000	HCL		<2	FL PRO	APP	300
TMW-1	3	CG	120	HCL		<2	BTEX/MTBE	RFPP	100
TMW-1	1	AG	1000	UNP		8.48	PAH	APP	300

REMARKS:

MATERIAL CODES: **AG** = Amber Glass; **CG** = Clear Glass; **HDPE** = High Density Polyethylene; **LDPE** = Low Density Polyethylene; **PP** = Polypropylene; **S** = Silicone; **T** = Teflon; **O** = Other (Specify)

SAMPLING EQUIPMENT CODES: **APP** = After (Through) Peristaltic Pump; **B** = Bailer; **BP** = Bladder Pump; **ESP** = Electric Submersible Pump; **RFPP** = Reverse Flow Peristaltic Pump; **SM** = Straw Method (Tubing Gravity Drain); **O** = Other (Specify)

NOTES: 1. The above do not constitute all of the information required by Chapter 62-160, F.A.C.

2. STABILIZATION CRITERIA FOR RANGE OF VARIATION OF LAST THREE CONSECUTIVE READINGS (SEE FS 2212, SECTION 3)

pH: ± 0.2 units **Temperature:** ± 0.2 °C **Specific Conductance:** ± 5% **Dissolved Oxygen:** all readings ≤ 20% saturation (see Table FS 2200-2); optionally, ± 0.2 mg/L or ± 10% (whichever is greater) **Turbidity:** all readings ≤ 20 NTU; optionally ± 5 NTU or ± 10% (whichever is greater)

LABORATORY ANALYTICAL RESULTS

Advanced Environmental Laboratories, Inc
10200 USA Today Way Miramar, FL 33025
Payments: P.O. Box 551580 Jacksonville, FL 32255-1580
Phone: (954)889-2288
Fax: (954)889-2281

March 19, 2020

Scot Wehmeyer
Envirodesign Associates
298 NE 2nd Ave
Delray Beach, FL 33444

RE: Workorder: M2001552 1205 Hillsboro Mile

Dear Scot Wehmeyer:

Enclosed are the analytical results for sample(s) received by the laboratory on Wednesday, March 11, 2020. Results reported herein conform to the most current NELAC standards, where applicable, unless otherwise narrated in the body of the report. The analytical results for the samples contained in this report were submitted for analysis as outlined by the Chain of Custody and results pertain only to these samples.

If you have any questions concerning this report, please feel free to contact me.

Sincerely,

Enrique Ochoa - Client Services Manager
EOchoa@aellab.com

Enclosures

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SAMPLE SUMMARY

Workorder: M2001552 1205 Hillsboro Mile

Lab ID	Sample ID	Matrix	Date Collected	Date Received
M2001552001	TMW-1	Water	3/11/2020 10:24	3/11/2020 16:50
M2001552002	SB-1 SB-1 (2')	Soil	3/11/2020 10:44	3/11/2020 16:50
M2001552003	SB-2 SB-2 (2')	Soil	3/11/2020 11:00	3/11/2020 16:50

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ANALYTICAL RESULTS

Workorder: M2001552 1205 Hillsboro Mile

Lab ID: **M2001552001** Date Received: 03/11/20 16:50 Matrix: Water

Sample ID: **TMW-1** Date Collected: 03/11/20 10:24

Sample Description: Location:

Parameters	Results	Qual	Units	DF	Adjusted PQL	Adjusted MDL	Analyzed	Lab
SEMIVOLATILES								
Analysis Desc: FL-PRO Analysis, Water	Preparation Method: FL-PRO Analytical Method: FL-PRO							
TPH	**600**	**U**	**ug/L**	**1**	680	600	3/18/2020 13:06	M
o-Terphenyl (S)	**85**		**%**	**1**	66-139		3/18/2020 13:06	
Nonatricontane-C39 (S)	**77**		**%**	**1**	40-129		3/18/2020 13:06	
Analysis Desc: 8270C-SIM PAH Analysis, Water	Preparation Method: SW-846 3510C Analytical Method: SW-846 8270C (SIM)							
1-Methylnaphthalene	**0.20**	**U**	**ug/L**	**1**	0.20	0.20	3/18/2020 12:24	M
2-Methylnaphthalene	**0.20**	**U**	**ug/L**	**1**	0.20	0.20	3/18/2020 12:24	M
Acenaphthene	**0.16**	**U**	**ug/L**	**1**	0.20	0.16	3/18/2020 12:24	M
Acenaphthylene	**0.17**	**U**	**ug/L**	**1**	0.20	0.17	3/18/2020 12:24	M
Anthracene	**0.14**	**U**	**ug/L**	**1**	0.20	0.14	3/18/2020 12:24	M
Benzo[a]anthracene	**0.049**	**U**	**ug/L**	**1**	0.20	0.049	3/18/2020 12:24	M
Benzo[a]pyrene	**0.15**	**U**	**ug/L**	**1**	0.20	0.15	3/18/2020 12:24	M
Benzo[b]fluoranthene	**0.050**	**U**	**ug/L**	**1**	0.10	0.050	3/18/2020 12:24	M
Benzo[g,h,i]perylene	**0.19**	**U**	**ug/L**	**1**	0.20	0.19	3/18/2020 12:24	M
Benzo[k]fluoranthene	**0.19**	**U**	**ug/L**	**1**	0.20	0.19	3/18/2020 12:24	M
Chrysene	**0.13**	**U**	**ug/L**	**1**	0.20	0.13	3/18/2020 12:24	M
Dibenzo[a,h]anthracene	**0.095**	**U**	**ug/L**	**1**	0.20	0.095	3/18/2020 12:24	M
Fluoranthene	**0.15**	**U**	**ug/L**	**1**	0.20	0.15	3/18/2020 12:24	M
Fluorene	**0.15**	**U**	**ug/L**	**1**	0.20	0.15	3/18/2020 12:24	M
Indeno(1,2,3-cd)pyrene	**0.045**	**U**	**ug/L**	**1**	0.20	0.045	3/18/2020 12:24	M
Naphthalene	**0.19**	**U**	**ug/L**	**1**	0.20	0.19	3/18/2020 12:24	M
Phenanthrene	**0.16**	**U**	**ug/L**	**1**	0.20	0.16	3/18/2020 12:24	M
Pyrene	**0.14**	**U**	**ug/L**	**1**	0.20	0.14	3/18/2020 12:24	M
Nitrobenzene-d5 (S)	**53**		**%**	**1**	34-139		3/18/2020 12:24	
2-Fluorobiphenyl (S)	**61**		**%**	**1**	36-125		3/18/2020 12:24	
p-Terphenyl-d14 (S)	**64**		**%**	**1**	41-138		3/18/2020 12:24	
VOLATILES								
Analysis Desc: 8260B VOCs Analysis, Water	Preparation Method: SW-846 5030B Analytical Method: SW-846 8260B							
Benzene	**0.18**	**U**	**ug/L**	**1**	1.0	0.18	3/15/2020 03:51	M
Ethylbenzene	**0.38**	**U**	**ug/L**	**1**	1.0	0.38	3/15/2020 03:51	M
Methyl tert-butyl Ether (MTBE)	**0.24**	**U**	**ug/L**	**1**	1.0	0.24	3/15/2020 03:51	M
Toluene	**0.49**	**U**	**ug/L**	**1**	1.0	0.49	3/15/2020 03:51	M

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ANALYTICAL RESULTS

Workorder: M2001552 1205 Hillsboro Mile

Lab ID: **M2001552001** Date Received: 03/11/20 16:50 Matrix: Water
Sample ID: **TMW-1** Date Collected: 03/11/20 10:24

Sample Description: Location:

Parameters	Results	Qual	Units	DF	Adjusted PQL	Adjusted MDL	Analyzed	Lab
Xylene (Total)	**1.1**	**U**	**ug/L**	**1**	2.0	1.1	3/15/2020 03:51	M
1,2-Dichloroethane-d4 (S)	**103**		**%**	**1**	70-128		3/15/2020 03:51	
Toluene-d8 (S)	**109**		**%**	**1**	77-119		3/15/2020 03:51	
Bromofluorobenzene (S)	**107**		**%**	**1**	86-123		3/15/2020 03:51	

Lab ID: **M2001552002** Date Received: 03/11/20 16:50 Matrix: Soil
Sample ID: **SB-1 SB-1 (2')** Date Collected: 03/11/20 10:44

Results for sample M2001552002 are reported on a dry weight basis.

Sample Description: Location:

Parameters	Results	Qual	Units	DF	Adjusted PQL	Adjusted MDL	Analyzed	Lab
SEMIVOLATILES								
Analysis Desc: FL-PRO Analysis, Soil	Preparation Method: FL-PRO Analytical Method: FL-PRO							
TPH	**10**	**U**	**mg/Kg**	**1**	18	10	3/18/2020 15:58	M
o-Terphenyl (S)	**97**		**%**	**1**	66-136		3/18/2020 15:58	
Nonatricontane-C39 (S)	**100**		**%**	**1**	36-132		3/18/2020 15:58	
Analysis Desc: 8270C-SIM PAH Analysis, Soil	Preparation Method: SW-846 3550B Analytical Method: SW-846 8270C (SIM)							
1-Methylnaphthalene	**0.0030**	**U**	**mg/Kg**	**1**	0.0083	0.0030	3/18/2020 15:58	M
2-Methylnaphthalene	**0.0030**	**U**	**mg/Kg**	**1**	0.0083	0.0030	3/18/2020 15:58	M
Acenaphthene	**0.0026**	**U**	**mg/Kg**	**1**	0.0083	0.0026	3/18/2020 15:58	M
Acenaphthylene	**0.0025**	**U**	**mg/Kg**	**1**	0.0083	0.0025	3/18/2020 15:58	M
Anthracene	**0.0022**	**U**	**mg/Kg**	**1**	0.0083	0.0022	3/18/2020 15:58	M
Benzo[a]anthracene	**0.0023**	**U**	**mg/Kg**	**1**	0.0083	0.0023	3/18/2020 15:58	M
Benzo[a]pyrene	**0.0022**	**U**	**mg/Kg**	**1**	0.0083	0.0022	3/18/2020 15:58	M
Benzo[b]fluoranthene	**0.0024**	**U**	**mg/Kg**	**1**	0.0042	0.0024	3/18/2020 15:58	M
Benzo[g,h,i]perylene	**0.0058**	**U**	**mg/Kg**	**1**	0.0083	0.0058	3/18/2020 15:58	M
Benzo[k]fluoranthene	**0.0020**	**U**	**mg/Kg**	**1**	0.0083	0.0020	3/18/2020 15:58	M
Chrysene	**0.0023**	**U**	**mg/Kg**	**1**	0.0083	0.0023	3/18/2020 15:58	M
Dibenzo[a,h]anthracene	**0.0067**	**U**	**mg/Kg**	**1**	0.0083	0.0067	3/18/2020 15:58	M
Fluoranthene	**0.0021**	**U**	**mg/Kg**	**1**	0.0083	0.0021	3/18/2020 15:58	M
Fluorene	**0.0026**	**U**	**mg/Kg**	**1**	0.0083	0.0026	3/18/2020 15:58	M
Indeno(1,2,3-cd)pyrene	**0.0038**	**U**	**mg/Kg**	**1**	0.0083	0.0038	3/18/2020 15:58	M
Naphthalene	**0.0054**	**U**	**mg/Kg**	**1**	0.0083	0.0054	3/18/2020 15:58	M

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Phone: (954)889-2288
Fax: (954)889-2281

ANALYTICAL RESULTS

Workorder: M2001552 1205 Hillsboro Mile

Lab ID: **M2001552002** Date Received: 03/11/20 16:50 Matrix: Soil

Sample ID: **SB-1 SB-1 (2')** Date Collected: 03/11/20 10:44

Results for sample M2001552002 are reported on a dry weight basis.

Sample Description: Location:

Parameters	Results	Qual	Units	DF	Adjusted PQL	Adjusted MDL	Analyzed	Lab
Phenanthrene	**0.0021**	**U**	**mg/Kg**	**1**	0.0083	0.0021	3/18/2020 15:58	M
Pyrene	**0.0020**	**U**	**mg/Kg**	**1**	0.0083	0.0020	3/18/2020 15:58	M
Nitrobenzene-d5 (S)	**58**		**%**	**1**	33-134		3/18/2020 15:58	
2-Fluorobiphenyl (S)	**68**		**%**	**1**	37-127		3/18/2020 15:58	
p-Terphenyl-d14 (S)	**75**		**%**	**1**	42-141		3/18/2020 15:58	

VOLATILES

Analysis Desc: 8260B VOCs Analysis, Soil — Preparation Method: SW-846 5035 — Analytical Method: SW-846 8260B

Benzene	**0.00032**	**U**	**mg/Kg**	**1**	0.0032	0.00032	3/18/2020 12:30	M
Ethylbenzene	**0.00041**	**U**	**mg/Kg**	**1**	0.0032	0.00041	3/18/2020 12:30	M
Methyl tert-butyl Ether (MTBE)	**0.00046**	**U**	**mg/Kg**	**1**	0.0032	0.00046	3/18/2020 12:30	M
Toluene	**0.00050**	**U**	**mg/Kg**	**1**	0.0032	0.00050	3/18/2020 12:30	M
Xylene (Total)	**0.0012**	**U**	**mg/Kg**	**1**	0.0065	0.0012	3/18/2020 12:30	M
1,2-Dichloroethane-d4 (S)	**102**		**%**	**1**	69-134		3/18/2020 12:30	
Toluene-d8 (S)	**110**		**%**	**1**	72-122		3/18/2020 12:30	
Bromofluorobenzene (S)	**114**		**%**	**1**	79-126		3/18/2020 12:30	

VOLATILES

Analysis Desc: Percent Solids,SM2540G,Soil — Analytical Method: SM 2540G

Percent Moisture	**9.7**		**%**	**1**	0.0010	0.0010	3/18/2020 13:48	M

Lab ID: **M2001552003** Date Received: 03/11/20 16:50 Matrix: Soil

Sample ID: **SB-2 SB-2 (2')** Date Collected: 03/11/20 11:00

Results for sample M2001552003 are reported on a dry weight basis.

Sample Description: Location:

Parameters	Results	Qual	Units	DF	Adjusted PQL	Adjusted MDL	Analyzed	Lab

SEMIVOLATILES

Analysis Desc: FL-PRO Analysis, Soil — Preparation Method: FL-PRO — Analytical Method: FL-PRO

TPH	**31**		**mg/Kg**	**1**	17	9.5	3/18/2020 16:27	M
o-Terphenyl (S)	**109**		**%**	**1**	66-136		3/18/2020 16:27	
Nonatricontane-C39 (S)	**118**		**%**	**1**	36-132		3/18/2020 16:27	

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Fax: (954)889-2281

ANALYTICAL RESULTS

Workorder: M2001552 1205 Hillsboro Mile

Lab ID: **M2001552003** Date Received: 03/11/20 16:50 Matrix: Soil

Sample ID: **SB-2 SB-2 (2')** Date Collected: 03/11/20 11:00

Results for sample M2001552003 are reported on a dry weight basis.

Sample Description: Location:

Parameters	Results	Qual	Units	DF	Adjusted PQL	Adjusted MDL	Analyzed	Lab
Analysis Desc: 8270C-SIM PAH Analysis, Soil	Preparation Method: SW-846 3550B Analytical Method: SW-846 8270C (SIM)							
1-Methylnaphthalene	**0.0034**	**I**	**mg/Kg**	**1**	0.0080	0.0029	3/18/2020 16:24	M
2-Methylnaphthalene	**0.0044**	**I**	**mg/Kg**	**1**	0.0080	0.0029	3/18/2020 16:24	M
Acenaphthene	**0.021**		**mg/Kg**	**1**	0.0080	0.0025	3/18/2020 16:24	M
Acenaphthylene	**0.0024**	**U**	**mg/Kg**	**1**	0.0080	0.0024	3/18/2020 16:24	M
Anthracene	**0.028**		**mg/Kg**	**1**	0.0080	0.0021	3/18/2020 16:24	M
Benzo[a]anthracene	**0.12**		**mg/Kg**	**1**	0.0080	0.0022	3/18/2020 16:24	M
Benzo[a]pyrene	**0.096**		**mg/Kg**	**1**	0.0080	0.0021	3/18/2020 16:24	M
Benzo[b]fluoranthene	**0.15**		**mg/Kg**	**1**	0.0040	0.0023	3/18/2020 16:24	M
Benzo[g,h,i]perylene	**0.078**		**mg/Kg**	**1**	0.0080	0.0056	3/18/2020 16:24	M
Benzo[k]fluoranthene	**0.054**		**mg/Kg**	**1**	0.0080	0.0020	3/18/2020 16:24	M
Chrysene	**0.15**		**mg/Kg**	**1**	0.0080	0.0022	3/18/2020 16:24	M
Dibenzo[a,h]anthracene	**0.017**		**mg/Kg**	**1**	0.0080	0.0064	3/18/2020 16:24	M
Fluoranthene	**0.33**		**mg/Kg**	**1**	0.0080	0.0020	3/18/2020 16:24	M
Fluorene	**0.019**		**mg/Kg**	**1**	0.0080	0.0025	3/18/2020 16:24	M
Indeno(1,2,3-cd)pyrene	**0.089**		**mg/Kg**	**1**	0.0080	0.0037	3/18/2020 16:24	M
Naphthalene	**0.0057**	**I**	**mg/Kg**	**1**	0.0080	0.0052	3/18/2020 16:24	M
Phenanthrene	**0.25**		**mg/Kg**	**1**	0.0080	0.0020	3/18/2020 16:24	M
Pyrene	**0.24**		**mg/Kg**	**1**	0.0080	0.0019	3/18/2020 16:24	M
Nitrobenzene-d5 (S)	**44**		**%**	**1**	33-134		3/18/2020 16:24	
2-Fluorobiphenyl (S)	**53**		**%**	**1**	37-127		3/18/2020 16:24	
p-Terphenyl-d14 (S)	**60**		**%**	**1**	42-141		3/18/2020 16:24	
VOLATILES								
Analysis Desc: 8260B VOCs Analysis, Soil	Preparation Method: SW-846 5035 Analytical Method: SW-846 8260B							
Benzene	**0.00028**	**U**	**mg/Kg**	**1**	0.0028	0.00028	3/18/2020 13:02	M
Ethylbenzene	**0.00035**	**U**	**mg/Kg**	**1**	0.0028	0.00035	3/18/2020 13:02	M
Methyl tert-butyl Ether (MTBE)	**0.00040**	**U**	**mg/Kg**	**1**	0.0028	0.00040	3/18/2020 13:02	M
Toluene	**0.00043**	**U**	**mg/Kg**	**1**	0.0028	0.00043	3/18/2020 13:02	M
Xylene (Total)	**0.0010**	**U**	**mg/Kg**	**1**	0.0056	0.0010	3/18/2020 13:02	M
1,2-Dichloroethane-d4 (S)	**102**		**%**	**1**	69-134		3/18/2020 13:02	
Toluene-d8 (S)	**109**		**%**	**1**	72-122		3/18/2020 13:02	
Bromofluorobenzene (S)	**114**		**%**	**1**	79-126		3/18/2020 13:02	
VOLATILES								
Analysis Desc: Percent Solids,SM2540G,Soil	Analytical Method: SM 2540G							

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ANALYTICAL RESULTS

Workorder: M2001552 1205 Hillsboro Mile

Lab ID: **M2001552003** Date Received: 03/11/20 16:50 Matrix: Soil

Sample ID: **SB-2 SB-2 (2')** Date Collected: 03/11/20 11:00

Results for sample M2001552003 are reported on a dry weight basis.

Sample Description: Location:

Parameters	Results	Qual	Units	DF	Adjusted PQL	Adjusted MDL	Analyzed	Lab
Percent Moisture	**3.6**		**%**	**1**	0.0010	0.0010	3/18/2020 13:48	M

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ANALYTICAL RESULTS QUALIFIERS

Workorder: M2001552 1205 Hillsboro Mile

PARAMETER QUALIFIERS

U The compound was analyzed for but not detected.

I The reported value is between the laboratory method detection limit and the laboratory practical quantitation limit.

LAB QUALIFIERS

M DOH Certification #E82535(AEL-M)(FL NELAC Certification)

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QUALITY CONTROL DATA

Workorder: M2001552 1205 Hillsboro Mile

QC Batch: MSVm/1268 | Analysis Method: SW-846 8260B
QC Batch Method: SW-846 5030B | Prepared: 03/14/2020 00:00
Associated Lab Samples: M2001552001

METHOD BLANK: 3417190

Parameter	Units	Blank Result	Reporting Limit	Qualifiers
VOLATILES				
Methyl tert-butyl Ether (MTBE)	ug/L	0.24	0.24	U
Benzene	ug/L	0.18	0.18	U
Toluene	ug/L	0.49	0.49	U
Ethylbenzene	ug/L	0.38	0.38	U
Xylene (Total)	ug/L	1.1	1.1	U
1,2-Dichloroethane-d4 (S)	%	105	70-128	
Toluene-d8 (S)	%	111	77-119	
Bromofluorobenzene (S)	%	109	86-123	

QC Batch: MSVm/1276 | Analysis Method: SW-846 8260B
QC Batch Method: SW-846 5035 | Prepared: 03/16/2020 00:00
Associated Lab Samples: M2001552002, M2001552003

METHOD BLANK: 3419040

Parameter	Units	Blank Result	Reporting Limit	Qualifiers
VOLATILES				
Methyl tert-butyl Ether (MTBE)	mg/Kg	0.00043	0.00043	U
Benzene	mg/Kg	0.00030	0.00030	U
Toluene	mg/Kg	0.00046	0.00046	U
Ethylbenzene	mg/Kg	0.00038	0.00038	U
Xylene (Total)	mg/Kg	0.0011	0.0011	U
1,2-Dichloroethane-d4 (S)	%	103	69-134	
Toluene-d8 (S)	%	106	72-122	
Bromofluorobenzene (S)	%	117	79-126	

QC Batch: EXTm/1298 | Analysis Method: SW-846 8270C (SIM)
QC Batch Method: SW-846 3510C | Prepared: 03/16/2020 07:30
Associated Lab Samples: M2001552001

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QUALITY CONTROL DATA

Workorder: M2001552 1205 Hillsboro Mile

METHOD BLANK: 3420542

Parameter	Units	Blank Result	Reporting Limit	Qualifiers
SEMIVOLATILES				
Naphthalene	ug/L	0.19	0.19	U
2-Methylnaphthalene	ug/L	0.20	0.20	U
1-Methylnaphthalene	ug/L	0.20	0.20	U
Acenaphthylene	ug/L	0.17	0.17	U
Acenaphthene	ug/L	0.16	0.16	U
Fluorene	ug/L	0.15	0.15	U
Phenanthrene	ug/L	0.16	0.16	U
Anthracene	ug/L	0.14	0.14	U
Fluoranthene	ug/L	0.15	0.15	U
Pyrene	ug/L	0.14	0.14	U
Benzo[a]anthracene	ug/L	0.049	0.049	U
Chrysene	ug/L	0.13	0.13	U
Benzo[b]fluoranthene	ug/L	0.050	0.050	U
Benzo[k]fluoranthene	ug/L	0.19	0.19	U
Benzo[a]pyrene	ug/L	0.15	0.15	U
Indeno(1,2,3-cd)pyrene	ug/L	0.045	0.045	U
Dibenzo[a,h]anthracene	ug/L	0.095	0.095	U
Benzo[g,h,i]perylene	ug/L	0.19	0.19	U
Nitrobenzene-d5 (S)	%	47	34-139	
2-Fluorobiphenyl (S)	%	53	36-125	
p-Terphenyl-d14 (S)	%	54	41-138	

QC Batch: EXTm/1299 Analysis Method: FL-PRO
QC Batch Method: FL-PRO Prepared: 03/16/2020 07:30
Associated Lab Samples: M2001552001

METHOD BLANK: 3420546

Parameter	Units	Blank Result	Reporting Limit	Qualifiers
SEMIVOLATILES				
TPH	ug/L	600	600	U
o-Terphenyl (S)	%	67	66-139	
Nonatricontane-C39 (S)	%	62	40-129	

QC Batch: EXTm/1302 Analysis Method: SW-846 8270C (SIM)
QC Batch Method: SW-846 3550B Prepared: 03/18/2020 09:50
Associated Lab Samples: M2001552002, M2001552003

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QUALITY CONTROL DATA

Workorder: M2001552 1205 Hillsboro Mile

METHOD BLANK: 3420850

Parameter	Units	Blank Result	Reporting Limit	Qualifiers
SEMIVOLATILES				
Naphthalene	mg/Kg	0.0051	0.0051	U
2-Methylnaphthalene	mg/Kg	0.0029	0.0029	U
1-Methylnaphthalene	mg/Kg	0.0029	0.0029	U
Acenaphthylene	mg/Kg	0.0023	0.0023	U
Acenaphthene	mg/Kg	0.0024	0.0024	U
Fluorene	mg/Kg	0.0025	0.0025	U
Phenanthrene	mg/Kg	0.0020	0.0020	U
Anthracene	mg/Kg	0.0021	0.0021	U
Fluoranthene	mg/Kg	0.0020	0.0020	U
Pyrene	mg/Kg	0.0019	0.0019	U
Benzo[a]anthracene	mg/Kg	0.0022	0.0022	U
Chrysene	mg/Kg	0.0022	0.0022	U
Benzo[b]fluoranthene	mg/Kg	0.0022	0.0022	U
Benzo[k]fluoranthene	mg/Kg	0.0019	0.0019	U
Benzo[a]pyrene	mg/Kg	0.0021	0.0021	U
Indeno(1,2,3-cd)pyrene	mg/Kg	0.0036	0.0036	U
Dibenzo[a,h]anthracene	mg/Kg	0.0063	0.0063	U
Benzo[g,h,i]perylene	mg/Kg	0.0055	0.0055	U
Nitrobenzene-d5 (S)	%	46	33-134	
2-Fluorobiphenyl (S)	%	54	37-127	
p-Terphenyl-d14 (S)	%	59	42-141	

QC Batch: EXTm/1303 Analysis Method: FL-PRO
QC Batch Method: FL-PRO Prepared: 03/18/2020 09:50
Associated Lab Samples: M2001552002, M2001552003

METHOD BLANK: 3420864

Parameter	Units	Blank Result	Reporting Limit	Qualifiers
SEMIVOLATILES				
TPH	mg/Kg	9.7	9.7	U
o-Terphenyl (S)	%	102	66-136	
Nonatricontane-C39 (S)	%	102	36-132	

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QUALITY CONTROL DATA CROSS REFERENCE TABLE

Workorder: M2001552 1205 Hillsboro Mile

Lab ID	Sample ID	Prep Method	Prep Batch	Analysis Method	Analysis Batch
M2001552001	TMW-1	SW-846 5030B	MSVm/1268	SW-846 8260B	MSVm/1269
M2001552002	SB-1 SB-1 (2')	SW-846 5035	MSVm/1276	SW-846 8260B	MSVm/1277
M2001552003	SB-2 SB-2 (2')	SW-846 5035	MSVm/1276	SW-846 8260B	MSVm/1277
M2001552001	TMW-1	SW-846 3510C	EXTm/1298	SW-846 8270C (SIM)	MSSm/1128
M2001552001	TMW-1	FL-PRO	EXTm/1299	FL-PRO	GCSm/1179
M2001552002	SB-1 SB-1 (2')	SW-846 3550B	EXTm/1302	SW-846 8270C (SIM)	MSSm/1131
M2001552003	SB-2 SB-2 (2')	SW-846 3550B	EXTm/1302	SW-846 8270C (SIM)	MSSm/1131
M2001552002	SB-1 SB-1 (2')	FL-PRO	EXTm/1303	FL-PRO	GCSm/1180
M2001552003	SB-2 SB-2 (2')	FL-PRO	EXTm/1303	FL-PRO	GCSm/1180
M2001552002	SB-1 SB-1 (2')			SM 2540G	WCAm/1818
M2001552003	SB-2 SB-2 (2')			SM 2540G	WCAm/1818

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☐ Fort Myers: 13100 Westlinks Terrace, Ste. 10, FL 33913 • 239.674.8130 • Lab ID: E84492
☐ Jacksonville: 6661 Southpoint Pkwy., FL 32216 • 904.363.9350 • Lab ID: E82574
☐ Tallahassee: 2639 North Monroe St., Suite D, FL 32303 • 850.219.6274 • Lab ID: E811095
☐ Gaine
☐ Miran
☐ Tamp

M2001552

Client Name:	EnviroDesign Associates Inc	Project Name:	1205 Hillsboro Mile
Address:	298 Pineapple Grove Way	Project Number:	19138
	Delray Beach, FL 33444	PO Number:	
Phone:	561-274-6500 x104	FDEP Facility No:	
FAX:	561-274-8558	FDEP Facility Addr:	1205 Hillsboro Mile, Hillsboro Beach, FL
Contact:	Scot Wehmeyer		
Sampled By:	Scot Wehmeyer	Special Instructions:	
Turn Around Time:	Standard Rush		sew@envdesign.com
AEL Profile #:	64300	ADaPT EQuIS Other	

SAMPLE ID	SAMPLE DESCRIPTION	Grab Comp	SAMPLING DATE	SAMPLING TIME	MATRIX	NO. COUNT	8260 BTEX/MTBE (40mL Vial)	8270 PAH (8oz Jar)	FLPRO (8oz Jar)	8260 BTEX/MTBE (40mL Vial)	8270 PAH (250 ml)	FLPRO (250 ml)					LABORATORY I.D. NUMBER
						Preservation	2DI/MeOH/UP Cool<6	UP Cool<6	UP Cool<6	1HCL/2UP	H2SO4	H2SO4					
						Field-Filtered?											
TMW-1	TMW-1	G	3/11/20	10:24	GW	5	X	X	X								001
SB-1	SB-1 (2')	G	3/11/20	10:24	S	4				X	X	X					002
SB-2	SB-2 (2')	G	3/11/20	11:20	S	4				X	X	X					003

Matrix Code: WW = wastewater SW = surface water GW = ground water DW = drinking water O = oil A = air SO = soil SL = sludge

Preservation Code: I = ice H=(HCl) S = (H2SO4) N = (HNO3) T = (Sodium Thiosulfate)

Received on Ice ☑ Yes ☐ No ☑ Temp taken from sample ☐ Temp from blank ☐ Where required, pH checked

Temp. when received (observed)_____ °C Temp. when received (corrected) 4.6 °C

DCN: AD-D051web Form last revised 08/07/2019

Device used for measuring Temp by unique identifier (circle IR temp gun used) J: 9A G: LT-1 LT-2 T: 10A A: 3A M: 3A S: 1V F: 1A

	Relinquished by:	Date	Time	Received by:	Date	Time
1	Scot W	3-11-20	13:55	Robert J. Shelter	3.11.20	1355
2	Robert J. Shelter	3-11-2020	1650	[illegible]	3-11-2020	1650
3						
4						

FOR DRINKING WATER USE:

(When PWS Information not otherwise supplied) PWS ID: _____

Contact Person: _____

Supplier of Water: _____

Site-Address: _____

January 27, 2020

Attn: Rachel Leach, Real Estate Paralegal
Goren Cherof Doody & Ezrol, PA
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

RE: TANK REMOVAL/TANK CLOSURE ASSESSMENT – Ocean Reef Condominium 1205 Hillsboro Mile, Hillsboro Beach, FL (EDA Proposal No. 19138_B)

Dear Rachel:

EnviroDesign Associates, Inc. (EDA) is pleased to present this proposal for environmental services for a Tank Closure Removal and Assessment. The property is a multi-unit condominium located at 1205 Hillsboro Mile (Site). An unregistered out-of-service underground storage tank was observed in a concrete planter approximately 10-feet west of the condominium's southwest building corner. The UST has a capacity of approximately 500-gallons and contained diesel fuel for the condominium's emergency backup generator. Because the UST is for residential uses it is exempt from the registration and reporting requirements of Chapter 62-762 F. A. C. (Underground Storage Tank Systems). As such, no Storage Tank Compliance Files are available from the Broward County Environmental Protection Department or State of Florida Department of Environmental Protection.

In accordance with the Underground Storage Tank Systems rule FAC 62-761.800 (b) Unmaintained systems shall be permanently closed within 90 days of discovery. This proposal provides a detailed Scope of Work for the proper removal and closure of the on-site UST.

The purpose of this scope of services is to provide documentation of tank removal and environmental testing to demonstrate environmental compliance. Upon completion, a Tank Closure Assessment Report will be completed, which documents the proper removal of the tank and provides results of environmental testing. The UST removal and Tank Closure Assessment report is to be completed in general accordance with the State of Florida Department of Environmental Protection (FDEP) guidelines using a State Licensed petroleum contractor.

SCOPE OF SERVICES

General Assumptions

- EDA will procure removal permits,
- The tank is steel petroleum UST,
- EDA will remove remaining petroleum and clean the inside of the tank,
- EDA will remove the UST,
- EDA will transport and dispose of the UST,
- EDA assumes that no contaminated soils or water are present,
- EDA will conduct a closure assessment,

298 Pineapple Grove Way • Delray Beach, Florida 33444
Phone (561) 274-6500 Fax (561) 274-8558

- The Tank is easily accessible, i.e. not under structures and / or utilities, and
- EDA will backfill to grade and place sod.

Tank Removal

- Utility locate using Sunshine State One Call of Florida.
- Excavation and removal of unregistered Underground Storage Tank (UST). (1)

Environmental Testing

- Soil Field Screening Using as Organic Vapor Analyzer (OVA).
- Laboratory Analyses of one (1) confirmatory soil sample for petroleum constituents including: BTEX/MTBE, PAH and Total Recoverable Petroleum Hydrocarbons (FL-Pro). (2)
- Installation of temporary groundwater monitoring well using direct push methods.
- Collection of Groundwater Samples using FDEP Approved methods.
- Laboratory analyses of groundwater samples for petroleum constituents including: BTEX/MTBE, PAH, Total Recoverable Petroleum Hydrocarbons (FL-Pro) and Lead. (2)

Report Preparation

- Preparation of Limited Tank Closure Assessment Report by a Professional Geologist licensed with the State of Florida.

Grand Total: $14,500.00

ESTIMATED TIME FRAME

- Utility Clearance (three business days)
- Scheduling construction and field work approximately two (2) weeks, based on availability of equipment and crew for one-day field work.
- Construction and field work, one (1) day excavation, one (1) day direct push groundwater sampling.
- Laboratory analyses (Standard 5 to 7 day turnaround)
- Report preparation (Approximately two-weeks after receipt of laboratory analytical data).

CONTINGENCIES

(1) While we make every effort to avoid disruption or damage to existing systems, the tank is positioned in a confined space and it may be impossible to extract without disruption or damage to other improvements in this area. Restoration of such incidental damage (should it occur) will be the responsibility of the client.

(2) Additional testing may be warranted, should evidence of a petroleum discharge be observed during the tank removal process. Any additional testing will be completed under separate cover.

This proposal is good for 90 days.

ADDITIONAL SERVICES:

Estimated fee does not include disposal cost of investigative derived waste. If warranted, 55-gallon drums will be provided at a rate of $55 per drum. Laboratory disposal analysis and disposal costs to be provided under a separate agreement.

If the findings of our Site Assessment document contaminants, additional testing may be warranted. This assessment does not include the preparation of a Risk Based Corrective Action (RBCA) report, Natural Attenuation Monitoring Plans (NAMP), Remedial Action Plans (RAP), or similar investigative measures. These services, if necessary, will be completed under separate cover.

Services not specifically identified within this scope of services may be approved by the Client on an as-needed basis and will be invoiced in accordance with the attached hourly rate schedule or under a separate fixed-fee agreement. Such services would include, but are not limited to, utility location and/or coordination, additional soils and/or groundwater evaluation, and storing on-site and disposing of investigative derived wastes.

LIMITATIONS

In accordance with ASTM 1903-11 no ESA can eliminate all uncertainty. Furthermore, any sample, either surface or subsurface, taken for chemical analysis may or may not be representative of a larger population. Professional judgment and interpretation are inherent in the process and uncertainty is inevitable. Additional assessment may be able to reduce the uncertainty.

Even when Phase II ESA work is executed with an appropriate site-specific standard of care, certain conditions present especially difficult detection problems. Such conditions may include, but are not limited to, complex geological settings, the fate and transport characteristics of certain hazardous substances and petroleum products, the distribution of existing contamination, physical limitations imposed by the location of utilities and other man-made objects, and the limitations of assessment technologies.

Phase II ESAs do not generally require an exhaustive assessment of environmental conditions on a property. There is a point at which the cost of information obtained and the time required to obtain it outweigh the usefulness of the information and, in fact, may be a material detriment to the orderly completion of transactions. If hazardous substance or petroleum releases are confirmed on a parcel of property, the extent of further assessment is related to the degree of uncertainty that is acceptable to the user with respect to the real estate transaction.

Measurements and sampling data only represent the site conditions at the time of data collection. Therefore, the usability of data collected as part of this Phase II ESA may have a finite lifetime depending on the application and use being made of the data. An environmental professional should evaluate whether the generated data are appropriate for any subsequent use beyond the original purpose for which it was collected.

We appreciate the opportunity to offer our professional services. Should you have any questions, please feel free to call.

Sincerely yours,
EnviroDesign Associates, Inc.

Scot E. Wehmeyer, P.G No. 2764
Senior Project Manager

Authorization to Proceed

2020 HOURLY RATE SCHEDULE	
POSITION	RATE
EXPERT WITNESS	$285
PRINCIPAL	$215
PROFESSIONAL ENGINEER/GEOLOGIST	$175
STAFF ENGINEER OR GEOLOGIST	$145
FIELD OR ENVIRONMENTAL TECHNICIAN	$95
COMPUTER DRAFTING/PLOTTING	$65
CLERICAL	$40

EnviroDesign Associates, Inc. (EDA) is hereby authorized to proceed with Tasks as described herein, for the estimated total of **$14,500.00.** A fifty percent deposit ($7,250.00) is required upon inception of this agreement. Final payment is due upon completion of the investigation and delivery of the report to the client. Standard Terms and Conditions are attached and are hereby made a part of this Agreement by reference.

CLIENT CORP:

I hereby authorize EDA to commence with the work and terms described herein, and hereby certify that:

1. I am the owner of the real property which is the subject matter of this Agreement. (or)
2. The following is/are the owner(s) of the subject real property. (Provide names & addresses)

_____

_____

_____

Name (sign): _____ **Date:** _____

Name & Title: _____

ENVIRODESIGN ASSOCIATES, INC.

Name (sign): _____ **Date:** _____

Name & Title: _____

STANDARD TERMS AND CONDITIONS
FOR THE PROVISION OF ENVIRONMENTAL SERVICES

1. **GENERAL.**

a.As used in this and any related contract document, "EDA," "Consultant", "we," or "us" refers to EnviroDesign Associates, Inc. and its officers, employees, and agents. "You", "Client", or "Owner" refers to the party or parties contracting with EDA. "Agreement" refers to these "Standard Terms and Conditions" and the accompanying proposal ("Proposal"). "Site" refers to any and all of the sites upon which EDA is to perform services under this Agreement. "Contractor" refers to every third party contracting with Client to perform work or services or furnish materials at the site.

b. EDA agrees to perform services in accordance with the Agreement. Services may be performed in any order as EDA may elect, and not necessarily in the order in which services are described in the Agreement.

c. EDA shall not be obligated to perform any task beyond the Scope of Services ("Services") set forth in the Agreement. If additional services are undertaken at Client's request, including but not limited to updating or revising plans undertaken as part of the services, or if litigation services, expert, or other witness testimony is provided in any court, administrative, or arbitral proceeding (unless expressly contemplated as part of the services), Client agrees to pay at EDA's hourly rate schedule, for all services provided, including but not limited to review of documents, preparation, meeting with attorney, attendance at depositions or trial, and any travel time associated therewith.

d. If included in the services, EDA will assist Client in applying for permits, certificates, or other official approvals for the project but will not be responsible for obtaining same and makes no representations or guarantee that they will be granted or issued.

e. The possibility that EDA's opinion may be different from Client's expectations will not be a basis for Client withholding any portion of EDA's compensation or asserting any claim against EDA. Client acknowledges that EDA's staff includes professionals who are obligated by law and/or accepted ethical standards to apply their professional judgment, and that such judgment may not necessarily coincide with maximizing Client's expectations or financial return.

f. EDA may render opinions but will not render a legal opinion and shall not be held responsible or liable for its good faith interpretation of laws, statutes, ordinances, or regulations.

2. **STANDARD OF CARE.**

Services will be performed in accordance with generally accepted professional practice and standards at the time and place services are rendered.

3. **PAYMENT.**

a. EDA will render invoices to Client monthly and payment is due upon receipt of the invoice. EDA will not release reports, drawings, specifications, or other work product until all outstanding invoices have been paid in full. EDA's compensation is not contingent upon Client's success in Client's project, Client's ability to obtain financing or any government approval, or upon any other condition other than that which may specifically be provided for in the Agreement.

b.If payment in full of all amounts due is not received within 30 days of the date of the invoice, Client's account will be deemed delinquent from the date of billing, and Client agrees pay interest of 1.5% per month on delinquent amounts, plus a $15.00 monthly minimum to cover the expense of administering Client's account. If Client's account is referred to an attorney or collection agent, independent of whether legal action is filed, Client shall be obligated to pay EDA, in addition to all other sums due, reasonable attorneys' fees and all costs of collection including but not limited to costs of mediation, depositions (whether utilized in court or not), filing fees, and expert witness fees. If Client's account is delinquent, EDA may unilaterally elect to cease providing services at any time, and EDA shall be relieved of any further obligation which it may otherwise have under this Agreement.

4. **SITE; OWNER'S RESPONSIBILITIES.**

a. Upon execution of this Agreement, Client agrees to provide EDA with a legal description of the site and the full name of its current owner. Within five (5) days of the date of execution of this Agreement, client agrees to provide EDA with all relevant information, which relates to the site or its present or former uses, including but not limited to:

i. Boundary lines and existing site plans;

ii. Historical information as to prior owners and occupiers of the site and their activities, including information in the relevant land records;

iii. Location of utilities, underground tanks, and other structures, and all available plans of the site;

iv. The name, quantity, location, and date of release of hazardous substances known or believed to have been released at or near the site;

v. Any other information reasonably requested by EDA. EDA may rely on surveys and other documents provided by the owner and prepared by other licensed professionals.

b. Client will arrange for EDA, its agents and representatives, to obtain prompt access and safe access to the site and buildings thereon as required at reasonable times throughout performance of the services. If Client is not the owner of the site, EDA may require satisfactory written assurances from the owner of the site as to access and permission to perform the services.

c. Under circumstances in which services include subsurface explorations, Client acknowledges that the use of exploration equipment may alter or damage the terrain, vegetation, structures, improvements, or other property at the site and hereby knowingly accepts that risk. Provided EDA uses reasonable care, EDA shall not be liable for such alteration or damage to or interference with any subterranean structure, pipe, tank, cable, or other element or condition whose nature and location are not called to EDA's attention in writing prior to the commencement of exploration.

a.

5. **LABORATORIES, SUBCONSULTANTS, AND OTHER THIRD PARTIES.**

If requested or agreed by the Owner, EDA may recommend that Client engage the services of laboratories, subconsultants, or other third-parties to perform suitable aspects of the services. Payment to these third-parties will be made directly by the Owner. EDA may recommend the use of such third-parties with reasonable care but does not guarantee their services and shall not be liable for their errors, omissions, or negligence.

6. **TERMINATION.**

a. In the event Client elects to cease any further work or services being performed by EDA in connection with the subject contract, written notification of Client's request to cease further work must be received by EDA. Client hereby agrees to pay for all services performed and related expenses incurred through the business day on which written notice of termination is received, plus any amount reasonably expended beyond that date to cease services in a prompt, safe, and professional manner.

b. If Client or any party sharing a direct or indirect interest with Client in the services, project, or land thereunder, is in default under this agreement or any other contract with EDA, we may cease services and/or terminate this Agreement and any or all other contracts.

7. **RISK ALLOCATION PROVISIONS.**

a. To the fullest extent permitted by law, Client shall indemnify, defend, and hold harmless EDA and its subconsultants and consultants from and against all claims, damages, losses, and expenses (collectively "Claims"), whether direct, indirect,

Initial Here:_____

or consequential, including but not limited to reasonable attorneys' fees and court and arbitration costs, arising out of or relating to the services, this Agreement, or work or services performed at or in regard to the site, including but not limited to any Claim against EDA arising from (i) the acts, omissions, or work of the Client, Owner or others, or (ii) the acts or services of EDA; provided, however, that this subparagraph shall not apply to Claims which are finally determined to result from a breach by EDA of this Agreement or from EDA's sole gross negligence. Without limiting the generality of the foregoing, the indemnification applies to all Claims against EDA which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, or any other material irritant, contaminant, or pollutant in or into the atmosphere or on, onto, upon, in or into the surface or subsurface (i) soil, (ii) water or watercourses, (iii) objects, or (iv) any tangible or intangible matter, whether sudden or not.

b. EDA's total liability to the Owner for all Claims arising out of or relating to this Agreement or from its performance or nonperformance from any cause or causes, including but not limited to EDA's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, shall not exceed a total of $100,000 unless specifically stated otherwise elsewhere in this Agreement. A claim for such sum shall be Client's exclusive remedy under this Agreement.

c. EDA shall not be liable to Client or to any Contractor for any special, indirect, or consequential damages, however caused or alleged to be caused.

d. Client shall not assert a claim for punitive or exemplary damages against EDA, and hereby knowingly waive the right to assert a claim for punitive or exemplary damages.

e. Client shall make no Claim, directly or as a third-party Claim, against EDA unless Client shall have first provided EDA with a written certification executed and notarized by an independent professional licensed in the State of Florida, specifying every act or omission which the certifier contends is a violation of the industry standard of care, at the time and place, and under similar circumstances, where the work was performed or to be performed. The certificate shall be provided to EDA at least thirty (30) days before the presentation of any such Claim or the commencement of any judicial or arbitral proceeding.

8. **HAZARDOUS SUBSTANCES**

Except as may be specifically provided in the Scope of Services, EDA shall have no obligation to uncover or disclose or provide any services relating to hazardous substances, known or unknown, that may be on the site. EDA is not, and has no responsibility as a handler, generator, operator, treater, storer, transporter, or disposer of hazardous substances or toxic substances. Client will be responsible for the handling, removal, treatment, storage, transportation, and disposal of all hazardous substances found or identified at the site, or in connection with the Services rendered.

9. **SUBSURFACE RISKS.**

The Owner recognizes that special risks arise whenever environmental or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with the appropriate equipment and experienced personnel under the direction of a trained professional who functions in accordance with a professional standard of practice, may fail to detect certain hidden conditions. Similarly, proper laboratory and sampling procedures can sometimes produce false positive results. The passage of time also must be considered, and the Owner recognizes that, due to natural occurrences or direct or indirect human intervention at the Site or the surrounding curtilage, actual conditions may quickly change. The Owner realizes these risks cannot be completely eliminated, but certain techniques may be applied to help reduce them to a level which may be tolerable to the Owner. EDA is available to explain these risks and risk reduction methods to the Owner but, in any event, the Services included in this Agreement are those which the Owner agreed to or selected given his or her own risk threshold and other considerations.

10. **OWNERSHIP AND REUSE OF DOCUMENTS.**

All documents including drawings or specifications prepared or furnished by EDA pursuant to this Agreement are instruments of service and considered work product, with respect to the project, and EDA shall retain an ownership and property interest therein, independent of whether the project is started or completed. The Owner may make and retain copies for reference in connection with the use and occupancy of the project by the Owner and others, however, such documents are not intended to be relied upon for reuse by the Owner or others on extensions of the project or on any other project. Any use for a purpose not intended by EDA and any reuse without written consent and adaptation by EDA for the specific purpose intended, will be at the Owner's sole risk and without liability to EDA, and the Owner shall indemnify and hold harmless EDA from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from any unauthorized use. Any necessary verification or adaptation will entitle EDA to further compensation at EDA's hourly rate schedule as it may be adjusted from time to time.

11. **BINDING; WAIVER.**

The Agreement is binding upon and shall operate to the benefit of the Client, EDA, and their respective representatives, successors, and assigns. No failure to enforce any part of the Agreement shall operate as a waiver, render any part of the Agreement invalid, or impair the right to enforce that or any part of the Agreement in the future.

12. **GOVERNING LAW; FORUM.**

This Agreement shall be constructed in accordance with the laws of the State of Florida. Subject to any arbitration agreement they may have, the parties agree to the exclusive jurisdiction of the state and federal courts in Florida with respect to disputes arising between them. Client hereby agrees to submit to the jurisdiction of Palm Beach County, Florida.

13. **INDEPENDENT CONTRACTOR.**

In performing any services pursuant to the contract, EDA is any independent contractor, and not an employee, agent, partner, or joint venturer of the Owner.

14. **MODIFICATIONS; PRECEDENCE; ENTIRE AGREEMENT.**

The terms and conditions of this Contract may be modified, only if in writing, and executed by an officer of EDA. Otherwise these terms and conditions shall take precedence over all inconsistent or contradictory provisions or representations, oral or written. This Agreement is the entire exclusive understanding of the parties and supersedes all prior representations.

15. **SEVERABILITY.**

If any provision of this Agreement shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform or re-execute this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that accomplishes the intentions of the parties insofar as it relates to the stricken provision.

16. **SURVIVAL.**

This Agreement shall survive the completion, temporary suspension of Services, and the termination of this Agreement.

Initial Here:_____

EnviroDesign Associates, Inc.
298 Pineapple Grove Way
Delray Beach, FL 33444

Invoice

DATE	INVOICE #
3/25/2020	20-246

BILL TO
Town of Hillsboro Beach 1210 Hillsboro Mile Hillsboro Beach, FL 33062 Attn: Mac Serda, Town Manager

P.O. NO.	DUE DATE	TERMS	PROJECT
	3/25/2020	Upon Receipt	1205-Ocean Reef-Ph...

ITEM	DESCRIPTION	Contract Amt	Billed Prev.	% Complete	NOW DUE
	Limited Phase II Environmental Site Assessment – Ocean Reef Condo 1205 Hillsboro Mile, Hillsboro Beach, FL (EDA Proposal No. 19138_C_Rev2)				
PH2	Limited Phase II Environmental Site Assessment	5,950.00		100.00%	5,950.00

PLEASE NOTE YOUR RETAINER WILL BE APPLIED TO YOUR FINAL INVOICE.

Total $5,950.00