



AGENDA

Town of Hillsboro Beach Commission Meeting

May 5, 2020
9:00 AM



MAYOR

Honorable Deborah L. Tarrant

VICE MAYOR

Honorable Irene Kirdahy

COMMISSIONERS

Honorable Vicky Feaman
Honorable Barbara Baldassarre
Honorable Andrew R. Brown

TOWN MANAGER

William "Mac" Serda, ICMA-CM

TOWN ATTORNEY

Donald J. Doody

TOWN CLERK

Sherry D. Henderson, CMC

HILLSBORO BEACH TOWN HALL

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

www.TownofHillsboroBeach.com



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile, Hillsboro Beach, Florida 33062

May 5, 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

May 5, 2020 Town of Hillsboro Beach Virtual Town Commission Meeting

A.

VIRTUAL COMMISSION MEETING - The May 5, 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.

Attending & Viewing the Town Commission Meeting: The public can attend/view the meeting utilizing WebEx, a web-based virtual meeting platform that allows the Town Commission, Town Staff, and the public to attend in a virtual environment. Attendees can attend using either the following online or telephone options below to join the Virtual Commission Meeting: [Click to Join Meeting](#)

- **Join WebEx Meeting** Meeting number: 794 957 273 Password: TOHB@2020
(86421202 from phones and video systems)
- **Join By Phone** (has limited functionality, you will be unable to speak during the meeting) Phone Number: +1-408-418-9388 United States Toll Access code: 794 957 273 #

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

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

LIVE WEBEX PARTICIPATION – If attending via WebEx online, during the meeting bring the mouse to the bottom of the screen and select the 4th icon from the right ("participants"). You will then see those participating electronically in the meeting. When the meeting gets to the applicable public comment section, click "raise hand" button next to your name on the right side of the screen. This will notify the meeting host that you would like to make a comment.

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

I. APPROVAL OF MINUTES

- A. March 3, 2020 Regular Town Commission Meeting
- B. March 24, 2020 Re-organization Meeting (Virtual)
- C. April 7, 2020 Regular Town Commission Meeting (Virtual)

II. PRESENTATIONS

- A. **Recognition of Chief Thomas Nagy Retirement from Hillsboro Beach Police Department**

B. Update & Presentation on Census 2020

Presented by Marty C. Cassini, Intergovernment Affairs Mgr at Broward County Govt
in partnership with U.S. Census Bureau Atlanta Regional Census Center - The Census is Here, Respond [NOW!](#)

C. Discussion on Planning Goals for Parking Along West Side of A1A within the single-family district.

Presented by Sarah Sinatra Gould, Planning Director, CG&A

III. ORDINANCES

A. Ordinance No. 2020-02 Amendment to Town Code of Ordinance to Impose and Enforce Code Violations when the Town's Emergency Orders are Not Followed (**FIRST READING**)

B. Ordinance No. 2020-03 Amendment to Town Code of Ordinance to Amend Vacation Rental Ordinance (**FIRST READING**)

IV. RESOLUTIONS & CONTRACTS

A. RESOLUTION NO. 2020-32 Consideration to Approve and Adopt the Town of Hillsboro Beach Water Leak Credit Policy

B. RESOLUTION NO. 2020-33 Consideration to Authorize and Approve Requests for Water Utility Credit for Properties Located at 1045 Hillsboro Mile and 1121 Hillsboro Mile, Hillsboro Beach, FL 33062

C. RESOLUTION NO. 2020-34 Consideration to Approve and Authorize BH3 Management To Work Saturday Hours Limited from 8:00 AM to 4:00 PM on Property Located at 1150 Hillsboro Mile, Hillsboro Beach, Florida, Duration from Receipt of Town Approval to Receipt of Certificate of Occupancy.

D. RESOLUTION NO. 2020-35 Consideration of to Authorize the Appropriate Town Officials to Execute Third Amendment to Commercial Contract Between Town of Hillsboro Beach and Winter Sun Investments, LLC to Extend Due Diligence Period and Underground Storage Tank Removal at 1205 Hillsboro Mile.

E. RESOLUTION No. 2020-36 Consideration to Purchase Two (2) 2020 Interceptor Utility Vehicles with peripherals and equipment, Piggybacking the Terms of Broward Sheriff's Office Assignment and Assumption Agreement and Charlotte County, Florida Contract #2018000509.

F. RESOLUTION NO. 2020-37 Consideration to Approve the 2020 Amendment to Interlocal Agreement Providing for Division and Distribution of the Proceeds from the Broward County Additional Three-Cent Local Option Gas Tax on Motor Fuel (EXHIBIT 1)

G. RESOLUTION NO. 2020-38 Consideration to Approve the 2020 Amendment to Interlocal Agreement Providing for Division and Distribution of the Proceeds from the Broward County Additional Fifth-Cent Local Option Gas Tax on Motor Fuel for Transit (EXHIBIT 2)

H. RESOLUTION NO. 2020-39 Consideration to Authorize Proper Town Officials to Execute Amendment No. 2 to the Town's State Revolving Loan Agreement Between the State of Florida and Town of Hillsboro Beach.

V. CONSENT - Invoices for Approval

A. Shutts & Bowen, LLP Invoice #1440770 Services thru Mar 2020 **\$14,458.88**

B. Limousines of South Florida (LSF) Invoice #20-0331-26 Services thru Mar 2020 **\$6,083.87**

C. Calvin, Giordano & Associates, Inc (CG&A) Invoice #75974 Services thru Mar 2020 **19,611.67**

- D. Redevelopment Management Associates (RMA)** Invoice #4484 Services Feb/Mar 2020 **\$5,650.00**
- E. Inframark** Invoice #50677 Services Apr 2020 **\$7,351.47**
- F. Moffatt & Nichol** Invoice #750251 Services thru Mar 2020 **\$27,388.00**
- G. Sweetapple, Broeker & Varkas** Invoice #10911 Services thru April 2020 **\$5,850.00**
- H. Goren, Cherof, Doody & Ezrol** Invoice: 30917 March -April 2020 **\$5,273.35** (General Matters)
- I. Goren, Cherof, Doody & Ezrol** Invoice: 30918 March -April 2020 **\$2,947.50** (Deerfield Beach)
- J. Goren, Cherof, Doody & Ezrol** Invoice: 30919 April 2020 **\$630.00** (Purchase from Winter Sun Investments, LLC)
- K. Goren, Cherof, Doody & Ezrol** Invoice: 30920 March -April 2020 **\$7,418.75** (adv. State of Florida (Bond Validation 2020))
- L. Goren, Cherof, Doody & Ezrol** Invoice: 30921 March -April 2020 **\$3,818.80** (adv. David Pratt (Seagrape Revocable Trust) Appeal)

VI. STAFF UPDATES

- A. Police Department**
Presented by Chief Nagy
- B. Finance Dept**
Presented by Stephen Bloom, Inframark
- C. Building & Permits Dept**
Presented by Steve Mitchell, Building Official, CG&A
- D. Code Compliance**
Presented by Mario Sotolongo

VII. TOWN MANAGER REPORT

- A.** Preliminary Budget Discussion to Establish Budget Priorities
- B.** Discussion on Purchase of iPad or Laptops for Town Commission
- C.** Discussion on Commissioner Baldasarre serving as Liaison to Condo Boards and Property Managers to Address their Concerns/Questions and Provide info on Town Events
- D.** Discussion of ACH Payments - Eliminates check signing, More Secure System, Requested by Vendors

VIII. TOWN ATTORNEY REPORT

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.



DRAFT

**MINUTES
TOWN OF HILLSBORO BEACH
REGULAR COMMISSION MEETING
MARCH 3, 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
DJ Doody, Town Attorney
Town Clerk Sherry D. Henderson, CMC

Mayor Tarrant called for a moment of silence in honor of late Mayor Justin Flippen, City of Wilton Manners, Florida.

APPROVAL OF AGENDA

Motion made by Commissioner Feaman, seconded by Commissioner Baldasarre, to add a Proclamation to the City of West Park to the Commission agenda. In a roll call vote, the **motion** passed unanimously. (5-0)

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

I. APPROVAL OF MINUTES

A. Minutes of the January 7, 2020 Regular Commission Meeting

Mayor Tarrant made a correction to the minutes.

Motion made by Commissioner Feaman, seconded by Commissioner Brown, to approve the minutes from the January 7, 2020 Regular Commission Meeting as amended. In a roll call vote, the **motion** passed unanimously. (5-0)

B. Minutes of the January 21, 2020 Special Commission Meeting

Motion made by Commissioner Feaman, seconded by Commissioner Brown, to approve the minutes from the January 21, 2020 Special Commission Meeting as printed. In a roll call vote, the **motion** passed unanimously. (5-0)

C. Minutes of the February 4, 2020 Board of Zoning & Appeals Meeting

Mayor Tarrant made a correction to the minutes.

Motion made by Commissioner Feaman, seconded by Commissioner Brown, to approve the minutes from the February 4, 2020 Board of Zoning & Appeals Meeting as amended. In a roll call vote, the **motion** passed unanimously. (5-0)

D. Minutes of the February 4, 2020 Regular Commission Meeting

Mayor Tarrant made clarifications to the minutes.

Motion made by Commissioner Baldassarre, seconded by Vice Mayor Kirdahy, to approve the minutes from the February 4, 2020 Regular Commission Meeting as amended. In a roll call vote, the **motion** passed unanimously. (5-0)

II. RESOLUTIONS AND CONTRACTS

A. Resolution No. 2020-16 Consideration of the Hillsboro Beach Town Commission to Oppose Senate Bill 1128 Regulating Short Term Rentals and Preempting Local Regulations to the State

Town Attorney DJ Doody read Resolution 2020-16 by title only.

Mayor Tarrant explained she had requested this Resolution in support of Home Rule. She read a statement she sent to the Legislative Rules Committee and stated she saw the issue as a power grab out of Tallahassee.

The Commissioners and staff discussed amendments to the legislation and the potential impact on local condominiums.

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Feaman, to adopt Resolution 2020-16. In a roll call vote, the **motion** passed unanimously. (5-0)

B. Resolution No. 2020-17 Consideration to Authorize Proper Town Officials to Execute Engagement Letter with Mark E. Raymond for Bond Counsel Services

Mr. Doody read Resolution 2020-17 by title only.

Mr. Doody explained the item was associated with the loan through Bank United. He stated the bank had requested bond counsel, and as the Town had previously worked with Mr. Raymond, it was his recommendation that the Commission consider engaging him again.

Motion made by Commissioner Baldasarre, seconded by Commissioner Feaman, to adopt Resolution 2020-17. In a roll call vote, the **motion** passed unanimously. (5-0)

C. Resolution No. 2020-18 Consideration to Authorize the Proper Town Officials to Execute Agreement with Sweetapple, Broeker, & Varkas, P.L. for Legal Services

Mr. Doody read Resolution 2020-18 by title only.

Commissioner Brown stated he had spoken with staff regarding this issue and believed the item might need to go into shade for further discussion.

Mr. Doody clarified that if a shade session were the will of the Commission, Mr. Sweetapple would not be able to attend. He stated it was his intention to request a shade session at the end of the meeting for a future date.

Commissioner Brown stated he had concerns regarding this item.

Mayor Tarrant said her recommendation would be that because Mr. Sweetapple works on an hourly basis, passing the Resolution would allow him to attend the shade session and then have a decision made from there.

Commissioner Brown asked for clarification as to whether that decision would allow Mr. Sweetapple to become engaged working on the case prior to the shade discussion.

The Commissioners and staff discussed timing of a shade session.

Vice Mayor Kirdahy stated the Commissioners had each met with Mr. Sweetapple individually and her questions were answered satisfactorily. She said she believed if he

was not engaged at this time, the Town would not be able to get to the bottom of the issue. She noted she's in favor of Mr. Sweetapple's approach.

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Baldassarre, to adopt Resolution 2020-18. In a roll call vote, the **motion** passed unanimously. (5-0)

D. Resolution No. 2020-19 Consideration to Authorize Approval to Pay Off the Balance of the 2011 Beach Re-Nourishment Loan

Mr. Doody read Resolution 2020-19 by title only.

Stephen Bloom, Finance Director with Inframark, provided a brief history on the beach loan, which technically was not up for repayment until 2021. He explained each year an additional amount had been collected through assessment, so funds were available to pay in advance. He noted this would save the Town interest.

Vice Mayor Kirdahy asked the savings which would be realized by the early payment.

Mr. Bloom stated it would be about \$22,000 in savings.

Vice Mayor Kirdahy thanked the residents for continuing to pay for their beach on time.

Mr. Bloom explained the payoff date contemplated in the documents was March 15. He pointed out assessments for the year would still be collected, as the payoff amount included payments scheduled for the remainder of 2020.

The Commissioners and staff discussed the estimated amount which would remain after collections from 2020 and the options which would be available at that time.

Mr. Bloom stated he estimated \$40,000 would remain to be assessed or paid from cash reserves. He explained a decision would be made when all information was available.

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Feaman, to adopt Resolution 2020-19. In a roll call vote, the **motion** passed unanimously. (5-0)

E. Resolution No. 2020-20 Consideration to Adopt and Approve the Amended Town of Hillsboro Beach Investment Policy

Mr. Doody read Resolution 2020-20 by title only.

Mr. Bloom explained the Town approved an investment policy several years ago, and from time to time that policy is adjusted to meet current needs. He stated two (2) small changes were being proposed at this time.

Continuing, Mr. Bloom informed the Commission the first request was to increase the maximum percentage to be invested in the SBA account from 25 percent to 45 percent. He noted this is not a requirement but gives flexibility to adjust with interest rates. Mr. Bloom explained the SBA is a governmental surplus fund which pools investments with no penalties or fees.

Mr. Bloom stated the second proposal came from the Town's financial advisors to change the benchmark used for investments.

Mayor Tarrant said it was uncommon for an advisor to ask to be held to a higher standard and asked for details on the change.

Mr. Bloom stated it was more about the advisor's software and aligning with it. He noted he invited the financial advisors to speak before the Commission at a meeting in the coming months.

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Feaman, to adopt Resolution 2020-20. In a roll call vote, the **motion** passed unanimously. (5-0)

Mayor Tarrant asked to double back and nail down the shade session.

Mr. Doody requested a shade session regarding the pending Hillsboro Beach/Deerfield Beach litigation.

The Commissioners and staff discussed timing for the session. The meeting was tentatively set for Monday, March 9 at 3 p.m. if counsel was available to be present, with Thursday morning as an alternative date.

III. CONSENT AGENDA

A. INVOICES FOR APPROVAL

1. **Akerman:** Invoice 9535071 Services Rendered 01312020 **\$32,420.76**
2. **CG&A :** Invoice # 74617 Services thru 01312020 **\$22,206.94**
3. **Goren, Cherof, Doody & Ezrol:** Invoice #30092 Jan Feb 2020 **\$ 7,609.20**
(General Matters)
4. **Goren, Cherof, Doody & Ezrol:** Invoice # 30093 JanFeb 2020 **\$6,523.75**
(Deerfield Beach)

5. **Goren, Cherof, Doody & Ezrol:** Invoice #30094 Jan Feb 2020 \$ **8,462.40**
(Purchase from Winter Sun Investments LLC 1205 and 1206 Hillsboro Mile)
6. **Goren, Cherof, Doody & Ezrol:** Invoice #30095 Feb 2020 \$**416.00** (Bond Validation)
7. **INFRAMARK:** Invoice # 49019 Feb. 2020 \$**9,056.88**
8. **LSF:** Invoice # 20013126 Jan. 2020 \$**6,551.86**
9. **RMA:** Invoice 4464 Services Rendered 01202020 to 02142020 \$**4,725.00**
10. **Shutts & Bowen LLP:** Invoice # 1430691 Professional Services rendered thru Jan. 31,2020 \$**8,020.50**

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

B. INVOICES FOR RATIFICATION

1. **Sialia Environmental Consulting, Inc.:** Services Rendered July 7, 2019 to Feb. 11, 2020 \$**5,239.56**

Commissioner Brown asked for additional information regarding the invoice.

Mr. Serda explained Sialia Environmental Consulting, Inc. was an expert witness utilized by the Town and pointed the Commission to the backup materials. He noted the item had been reviewed by legal counsel.

Motion made by Commissioner Baldasarre, seconded by Commissioner Feaman, to approve the Sialia Environmental Consulting, Inc. invoice for ratification. In a roll call vote, the **motion** passed unanimously. (5-0)

C. PROCLAMATIONS

1. **West Park, Florida 15th Anniversary**

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

IV. STAFF UPDATES

A. Broward County Water & Wastewater (BCWWS) Project

Mr. Serda noted Greg Balicki, Director of Engineering Services for BCWWS, was present in addition to Pat MacGregor.

Mr. MacGregor provided an update on completion of the wastewater project. He stated the project was down to resident concerns and small items. He noted three (3) driveways have tire marks and work to remove those is expected by week's end.

Vice Mayor Kirdahy asked that workers be prepared to do entire driveways if necessary.

Mr. MacGregor stated the contractor had vacated the laydown yard (staging area) and the owner had signed off.

Commissioner Feaman asked for an update on manhole covers, noting there was one by her property at 1172 Hillsboro Mile which made noise when driven over.

Mr. MacGregor stated he would follow up.

B. Police Department - January 2020 Report

Police Chief T. Nagy provided the January Police Department report. He stated he had announced his retirement, and his last day would be June 1, 2020. He said it had been an honor and a privilege to serve the Town of Hillsboro Beach, and he was leaving the Town in good hands.

Commissioner Brown commented on the good job the Police Department had done. He noted when a builder comes in, he shares the low crime rate.

Chief Nagy stated the accreditation was completed and it was flawless. He said several agencies did not do as well and he was proud of the Town for being up to date.

Mayor Tarrant commented that when she first came on the Commission, one of the first challenges she received from a resident was to learn what the Town gets for accreditation. She noted she now sees it is hugely important and not an easy thing to do.

Chief Nagy stated there are a lot of good plans for the future and someone will have a new vision to take over.

The Commissioners and staff discussed the police boat, which was in the shop for a warranty repair.

C. Finance Department – January 2020 Report

Stephen Bloom gave a brief overview of the financial report through January. He noted the general fund had a surplus of \$2.5 million, largely due to the nature of collection of property taxes. He stated revenue was about 80 percent of total budget.

Mr. Bloom reviewed spending, noting no significant variances. He discussed running totals for special funds and pointed out the beach loan which had just been approved for pay off. He noted the permitting fund had experienced more activity.

Continuing, Mr. Bloom discussed the water fund, and shared a chart of usage. He noted it remained basically level and on budget. He stated spending was below budget. Mr. Bloom shared tracking of fuel spending, including usage and price per gallon.

Commissioner Baldassarre clarified the amounts in the forfeiture fund.

Mr. Bloom stated the report reflected actual amount received and explained the funds are invested in a money market fund as a separate account.

D. Building Services Report – January 2020 Report

Steve Mitchell, Building Official with CG&A, provided his January report.

Mr. Serda pointed out the review time for Building Services was down to 1.9 days.

Mr. Mitchell stated plans which previously were being turned away are now being dealt with in the plan review process in order to provide a higher level of customer service. He said things are going well and complaints are low.

The Commissioners and staff discussed the Seabonay project, which continues to move forward slowly.

Mr. Serda noted issues are not on the Town's end.

Mr. Mitchell stated structural work is the majority of work, with window replacements and kitchen remodels continuing. He said various site plan approvals and inquiries are also outstanding, and the future looks positive.

Mayor Tarrant stated in addition to the Police report, a Town Manager and a Building Department that actually functions are her favorite developments. A local builder echoed the progress. She asked Mr. Mitchell to thank staff for a job well done.

Mr. Mitchell said Building Department staff was available to speak at condominium association meetings.

E. Code Compliance Report

Mario Sotolongo, Code Supervisor with CG&A was absent from the meeting. Steve Mitchell, Building Official with CG&A, gave a brief update on Code Compliance. He stated it had been a typical month, with three (3) cases opened and two (2) closed. He noted the first case for water intrusion had been sited and seawall projects had been moving forward.

Mr. Mitchell stated the Island House had a canopy by the pool, which was never permitted, and they were hoping the change in ordinance would help them to keep it, but that is not the case. He said there was a new Board in place, and they had come to a hearing, but the Special Magistrate had insisted the fines remain in place.

Mr. Doody asked that the reduction of lien come before the Town Commission.

Mr. Mitchell stated the fines had not been imposed but were in place to keep the correction moving forward, so the Special Magistrate still had jurisdiction.

Mayor Tarrant stated she was happy to see that seawall projects were beginning and asked if the Town should be proactive regarding the issue or wait for complaints. She asked that conversations be had earlier rather than later.

Mr. Mitchell said Code Compliance could be proactive where appropriate.

V. TOWN MANAGER REPORT

A. Paper Recycling Update

Mr. Serda provided an update on paper recycling in Hillsboro Beach. He stated the information available is convoluted and murky, but as of now Waste Pro is still accepting paper and bringing it to Waste Management. He said fair notification was required in the contract before a stop was put in place, but the Town did need to be vigilant regarding reducing contamination.

The Commissioners and staff discussed recycling issues in the community and how to pass information without being punitive. They discussed a mailing to property owners.

Commissioner Feaman stated she had an upcoming meeting and would be able to provide an update soon.

Mayor Tarrant asked Commissioner Feaman to also ask if any municipalities were happy with their recycling programs, and if so, how they got there.

Roberta Meshcaw, 1043 Hillsboro Mile, shared a story from earlier in the day where a Waste Pro employee had combined trash and recycling.

B. Hurricane & Sea Turtle Guide

As an aside, Mr. Serda stated he would share plans to celebrate Chief Nagy's tenure with the Town as they develop.

Mr. Serda stated after the last Hurricane & Sea Turtle Guide, he had challenged Chief Nagy to find a way to upgrade the guide and come up with a pamphlet the Town would be proud to hand out. Mr. Serda handed out copies of the result of that conversation, which had been created in house by a Police Department Communication Dispatcher.

Continuing, Mr. Serda said if the Commissioners were happy with the product, copies would be made to hand out in advance of turtle season.

Chief Nagy gave credit to Tyler Franco, stating he handed over the project and she did a great job.

Mayor Serda stated she would be receiving movie tickets from the Town through the "You're a Star" campaign.

C. Pedestrian Crosswalk Flags

Mr. Serda stated new flags with the Town logo have arrived and will be dispatched to the most popular crosswalks.

Mayor Tarrant asked where the Town is with FDOT getting flashing lights at crosswalks like in Deerfield Beach.

Mr. Serda stated the lights were not approved prior to the redesign which is a year or two away. He noted he would look into using forfeiture funds for the project.

Continuing, Mr. Serda said he and Commissioner Brown had gone to the area and taken photos to send to FDOT but had not received funding.

The Commissioners and staff discussed options for the crosswalks and requests which had been made to FDOT. They reviewed issues with safety on the highway.

D. Hounds of Hillsboro Beach Wrap Up

Mr. Serda gave a review of the Hounds of Hillsboro Beach event, noting the rain clouds broke to allow for a nice day. He said he thought all participants, both human and canine, enjoyed the event, and pictures are up on the website.

Mayor Tarrant asked for an update on the 2020/2021 Residents Information Guide.

Mr. Serda stated the guide was being edited, and he was waiting for the Commission organization meeting for complete information.

Commissioner Brown asked for an update on the shuttle.

Mr. Serda stated he does not have any new news, as the specific requirements for ADA compliance as applicable to individual condominiums are not yet in place. He outlined the conversations he had in trying to answer questions.

VI. TOWN ATTORNEY REPORT

Mr. Doody confirmed that Ms. Laquidara was available for a shade session on Monday, March 9. He confirmed a shade session would be held regarding the Hillsboro Beach/Deerfield Beach litigation on that date at 3 p.m. He noted Ms. Laquidara would attend by phone.

A. Memo No. 2020-003 Drones (also known as Unmanned Aircraft Systems, "UAS")

Mr. Doody stated he prepared a memorandum regarding the use of drones in response to a request from Chief Nagy. He said the next step would be if there were interest in the Town acquiring a drone, the creation of a policy regulating use would be required. He noted it would be highly restricted.

The Commissioners and staff discussed the law enforcement purpose of a drone and requirements which would make it a challenge.

Mr. Doody stated he and Mr. Serda would look into the issue further and report back.

Continuing, Mr. Doody pointed the Commissioners to their backup for a copy of the validation complaint prepared by his office and filed on February 28.

Mr. Doody stated the inspection period associated with the purchase from Winter Sun Investments was expiring on April 2. He said if a validation hearing and appeals process

were not in place, a special meeting may be required to request an extension of the inspection period.

Mr. Doody explained that if the validation hearing were to fail, the Town could not go forward with the purchase, and without an extension, the \$350,000 deposit would be forfeited. He stated he spoke with counsel for Winter Sun to put them on notice a request for an extension may be required and would report back to the Commissioners individually with developments in that conversation.

Finally, Mr. Doody stated based on the termination of variance granted to 965 Hillsboro Mile, the adjoining property had filed an appeal in Circuit Court. He noted this was standard process asking the Appellate Court to overturn the Commission's decision based on a lack of competent substantial evidence.

Mayor Tarrant asked if the Town would be liable for any legal fees. Mr. Doody stated the neighbors were not seeking damages, but an overturn of the Commission's decision. He noted he would be filing a brief in support of the Commission.

VIII. TOWN COMMISSION COMMENTS/REPORTS

A. Commissioner Andrew R. Brown

Commissioner Brown stated the local Costco at 1800 W. Sample Road in Pompano Beach was sold out of toilet paper due to the Coronavirus.

The Commissioners discussed shortages related to the virus.

B. Commissioner Barbara Baldassarre

None.

C. Commissioner Vicky Feaman

None.

D. Vice Mayor Irene Kirdahy

Vice Mayor Kirdahy stated the MPO is utilizing a consultant to conduct pedestrian and bicycle counts throughout Broward County in 2020. She said she asked them to come to Hillsboro Beach because she sees increases each year.

Continuing, Vice Mayor Kirdahy said the MPO is in cycle one (1) recommendations related to the surtax for transportation related plans and projects.

E. Mayor Deborah L. Tarrant

Mayor Tarrant stated she received an email from a resident who is a member of the Boca Cycling Club, concerned with safety of pedestrians and cyclists. She shared details of the conversation relating to riders on A1A.

Chief Nagy pointed out a bike lane was being built on US 1 and may relieve some bicycle congestion in Town.

The Commissioners and staff discussed bicycle and pedestrian safety.

VIII. PUBLIC COMMENTS

None.

IX. ADJOURNMENT

Motion made by Commissioner Baldassarre, seconded by Commissioner Feaman, to adjourn the meeting at 11:04 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

**MINUTES
TOWN OF HILLSBORO BEACH
VIRTUAL COMMISSION REORGANIZATION MEETING**

TUESDAY

MARCH 24, 2020

9:30 A.M.

The Town of Hillsboro Beach Re-organization Meeting was a “**Virtual Meeting**” held Tuesday, March 24, 2020 at 9:30 a.m. utilizing Communications Media Technology (“CMT”), in accordance with Governor Ron DeSantis [Executive Order No. 20-69](#), dated March 20, 2020, relating to Emergency Management and Conducting Local Government Public Meetings in response to Coronavirus (COVID-19) global health pandemic. Municipalities may conduct meetings of their governing bodies without having a quorum of its members present physical or at an specific location, and utilizing communication media technology such as telephone or video conference, as provided by [Section 120.54 \(5\)\(b\)2](#) Florida Statutes.

CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE

Mayor Deborah L. Tarrant called the meeting to order at 9:30 a.m. Roll was called with the Commission members and staff present as listed below.

Town Commission:

Mayor Deborah L. Tarrant

Commissioner Andrew R. Brown (at 9:42 a.m.)

Commissioner Barbara Baldasarre

Vice Mayor Irene Kirdahy

Commissioner Vicky Feaman

Town Staff:

Mac Serda, Town Manager

DJ Doody, Town Attorney

Sherry D. Henderson, CMC Town Clerk

Town Manager Mac Serda shared Governor Ron DeSantis Executive Order 20-69 allowing for online meeting and outlined the procedure to be followed. He provided instruction on the *GoTo Meeting* system being utilized to host the meeting online.

APPROVAL OF AGENDA

Mayor Tarrant noted the Town Manager’s Report and Town Attorney’s Report had been left off the agenda, and should be added.

Motion made by Commissioner Baldasarre, seconded by Vice Mayor Kirdahy, to approve the agenda with the addition of a Town Manager’s Report and a Town Attorney’s Report. In a roll call vote, the **motion** passed unanimously. (4-0)

I. SWEARING-IN CEREMONY FOR TOWN COMMISSIONERS

A. IRENE KIRDAHY

Mr. Serda stated Vice Mayor Kirdahy had been sworn in remotely earlier in the day.

B. ANDREW R. BROWN

Mr. Serda stated Commissioner Brown had been sworn in remotely the previous day.

Mayor Tarrant congratulated the Commissioners on their swearing in.

Clerk's Note: Signed Oath of Office for Town Commissioners were entered into the record.

II. APPOINTMENTS

A. MAYOR

- 1. Resolution No. 2020-21** - PURSUANT TO ARTICLE VIII, SEC. 5 OF THE TOWN CHARTER, A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPOINTING THE MAYOR OF THE TOWN OF HILLSBORO BEACH; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Town Attorney DJ Doody read Resolution 2020-21 by title only.

Motion made by Commissioner Baldasarre, seconded by Commissioner Feaman, to name Deborah Tarrant as Mayor of the Town of Hillsboro Beach. In a roll call vote, the **motion** passed unanimously. (4-0)

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Feaman, to adopt Resolution 2020-21. In a roll call vote, the **motion** passed unanimously. (4-0)

B. VICE MAYOR

- 1. Resolution No. 2020-22** - PURSUANT TO ARTICLE VIII, SEC. 5 OF THE TOWN CHARTER, A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPOINTING THE VICE MAYOR OF THE TOWN OF HILLSBORO BEACH; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Doody read Resolution 2020-22 by title only.

Motion made by Commissioner Feaman, seconded by Commissioner Baldasarre, to name Irene Kirdahy as Vice Mayor of the Town of Hillsboro Beach. In a roll call vote, the **motion** passed. (4-0)

Motion made by Commissioner Baldasarre, seconded by Commissioner Feaman, to adopt Resolution 2020-22. In a roll call vote, the **motion** passed. (4-0)

C. TOWN TREASURER

- 1. Resolution No. 2020-23 - PURSUANT TO ARTICLE VIII, SEC. 5 OF THE TOWN CHARTER, A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPOINTING THE TOWN TREASURER OF THE TOWN OF HILLSBORO BEACH; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

Mr. Doody read Resolution 2020-23 by title only.

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Baldasarre, to name Vicky Feaman as Town Treasurer of the Town of Hillsboro Beach. In a roll call vote, the **motion** passed unanimously. (4-0)

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Baldasarre, to adopt Resolution 2020-23. In a roll call vote, the **motion** passed unanimously. (4-0)

III. DISCUSSION & POSSIBLE ACTION

A. UPDATE ON CORONAVIRUS (COVID-19)

Commissioner Brown joined the meeting at 9:42 a.m.

Mayor Tarrant shared regarding ongoing discussion with the other mayors to get all municipalities in the County on the same page regarding Broward County COVID-19 emergency orders. **She noted a copy of Broward County Emergency Order 2020-01 should be included with the minutes.**

Continuing, Mayor Tarrant noted the Police Department is on high alert regarding a rise in trespassers related to beach closures. She asked for input from the Commission regarding a curfew.

The Commissioners and staff discussed the issue of a City or County curfew related to controlling the spread of COVID-19. The Commissioners decided by consensus that a curfew would not apply to Hillsboro Beach's situation.

Vice Mayor Kirdahy commented on the issue of trespassers due to the closure of the beach.

Mr. Serda stated the Police Department is proactively sweeping the area looking for unfamiliar vehicles and people.

Lieutenant Pugliese noted there had been 50 calls for trespassers the previous week.

IV. RESOLUTIONS & CONTRACTS

A. RESOLUTION NO. 2024 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE THE SECOND AMENDMENT TO COMMERCIAL CONTRACT BETWEEN THE TOWN OF HILLSBORO BEACH AND WINTER SUN INVESTMENTS, LLC; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY, PROVIDING FOR AN EFFECTIVE DATE.

Mr. Doody read Resolution 2020-24 by title only.

Mr. Doody provided a brief update on the contract with Winter Sun Investments, LLC. He explained the intent of the Resolution was to extend the date of the inspection period for the purchase of 1205 and 1206 Hillsboro Mile, which was set to expire on April 2, 2020.

Continuing, Mr. Doody explained the legal process which would be followed for a validation hearing, but noted the extension was necessary due to suspended court proceedings in response to COVID-19.

Mr. Doody pointed out there were minor issues related to the Phase II Environmental Audit. He noted fuel was identified in an underground tank, and he would like the Commissioners to authorize him to negotiate for the removal of the tank by the sellers prior to the end of the inspection period.

The Commissioners agreed by consensus that it was their position the sellers should be responsible for the liability surrounding removal of the tank.

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Baldasarre, to approve Resolution No. 2020-24. In a roll call vote, the **motion** passed unanimously. (5-0)

B. RESOLUTION NO. 2025 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILSLBORO BEACH, FLORIDA, AUTHORIZING THE TOWN TO BORROW UP TO \$5,000,000 FOR THE PURPOSE OF FINANCING CAPITAL EXPENDITURES RELATING TO AN APPROXIMATELY 70,000 CUBIC YARD BEACH RE-NOURISHMENT PROJECT; AUTHORIZING THE EXECUTION OF A PROMISSORY NOTE AND A LOAN AGREEMENT; PROVIDING FOR SEVERABILITY, PROVIDING FOR AN EFFECTIVE DATE.

Mr. Doody read Resolution 2020-25 by title only.

Mr. Doody explained the Resolution was for funding related to a recently completed beach re-nourishment.

Mayor Tarrant clarified the funding would be temporary to cover until FEMA funds came through, and noted acquisition was previously approved.

The Commissioners and staff discussed the terms of the debt service.

Motion made by Commissioner Feaman, seconded by Commissioner Brown, to approve Resolution No. 2020-25. In a roll call vote, the **motion** passed unanimously. (5-0)

V. CONSENT AGENDA INVOICES

A. Sweetapple, Broeker, & Varkas, P.L. \$15,000

B. Moffatt & Nichol - Invoice #741995 Services 10/28/2018 4/27/2019 **\$10,933.76**
(Deerfield Beach Groin Field Evaluation)

C. Moffatt & Nichol - Invoice #745260 Services 4/28/2019 7/27/2019 **\$28,040.75**
(Beach Nourishment Monitoring)

D. Moffat & Nichol - Invoice #746674 Services 4/28/2019 7/27/2019 **\$10,933**
(Sand Testing)

Commissioner Brown asked that Invoice A (Sweetapple, Broeker & Varkas, P.L.) be pulled for discussion.

Motion made by Commissioner Brown, seconded by Commissioner Baldasarre, to approve the Consent Agenda Invoices with Item A removed. In a roll call vote, the **motion** passed unanimously. (5-0)

Commissioner Brown stated during the process of litigation with Deerfield Beach, he felt the addition of Mr. Sweetapple was something the Commission needed to discuss. He said he was happy with counsel and did not believe additions were necessary.

Mr. Serda referenced the threshold in the procurement code, which allows for up to \$15,000 to be approved administratively in some cases. He noted the invoice was related to a one-time cost to assess legal counsel related to the litigation and prepare for one-on-one engagement with each of the Commissioners to make recommendations.

Mayor Tarrant stated the presentation of the settlement proposal recommended to the Town for approval led to a need for further assessment.

Commissioner Brown said he believed the legal representation was top-heavy and sought additional discussion regarding the addition of Mr. Sweetapple to the team.

Mayor Tarrant noted the discussion was regarding \$15,000 of a more than \$3 million investment related to the beach.

Commissioner Brown expressed concern the lead attorney had not sought additional support, and stated he was not in favor of the payment to Mr. Sweetapple.

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Baldassarre, to approve the invoice for Sweetapple, Broeker, and Varkas, P.L. In a roll call vote, the **motion** passed by majority vote (4-1). Commissioner Brown voted no.

VI. TOWN ATTORNEY'S REPORT

Mr. Doody stated the issues regarding removal of the tank had been previously addressed, as were the issues surrounding the date for a validation hearing. He noted pleadings representing various residents opposing the validation had been received, but the Town believes it is on strong legal footing.

Mr. Doody made a public announcement requesting a Shade Session, Attorney-client session pursuant to Section 286.011 of the Florida Statutes. The Closed Session will be held between the Town Commission, Town Attorney, and Special Counsel to discuss the lawsuit presently pending in the 17th Judicial Circuit in and for Broward County, Fla. – Town of Hillsboro Beach v. City of Deerfield Beach [Case No: 17-007784 (08)]. He noted the date would be pursuant to availability of counsel.

The Commissioners and staff discussed how a shade session would be held under the current circumstances, tentatively setting a remote session to follow the April 7 Regular Commission meeting.

Mr. Doody stated an answer brief related to the appeal of the Commission's decision regarding 965 Hillsboro Mile would be submitted on behalf of the Town. He noted this was an ongoing process and should not necessarily be delayed by the COVID-19 situation.

VII. TOWN MANAGER'S REPORT

Mr. Serda read an excerpt of an email of accolades for RaShawn Bullard, Town employee at the Water Plant, from the Sea Club (1221 Hillsboro Mile), and noted Mr. Bullard had been awarded the Star Employee honor.

Mayor Tarrant provided background on Mr. Bullard's response to an early morning water break on the Sea Club property and thanked him for his efforts.

Vice Mayor Kirdahy echoed the positive experiences with Mr. Bullard.

VIII. PUBLIC COMMENTS

None.

IX. ADJOURNMENT

Motion made by Commissioner Baldasarre, seconded by Commissioner Feaman, to adjourn the meeting at 10:31 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



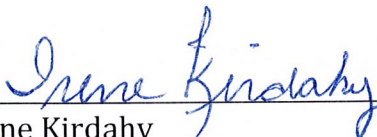
TOWN OF HILLSBORO BEACH, FLORIDA

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

STATE OF FLORIDA
COUNTY OF BROWARD
TOWN OF HILLSBORO BEACH

OATH OF OFFICE

I, **Irene Kirdahy**, do solemnly swear that I will support, protect, and defend the constitution and government of the United States and of the State of Florida and the Charter and Ordinances of the Town of Hillsboro Beach; and that I am duly qualified to hold office under the Constitution of the State; and that I will well and faithfully perform the duties of a Commission Member of the Town of Hillsboro Beach. So help me God.


Irene Kirdahy



Acknowledgement of Oath Being Taken

STATE OF FLORIDA
COUNTY OF BROWARD

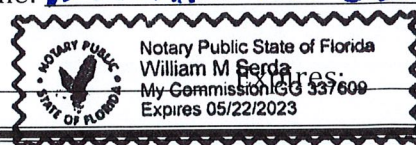
The foregoing oath was administered before me this 24th day of March, 2020, Irene Kirdahy, who personally appeared before me, and is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned Oath as a Commission Member of the Town of Hillsboro Beach and acknowledged to and before me that he/she took said Oath for the purposes therein expressed.



Notary Public, State of Florida

Print Name: William M. Serda

Commission No.: _____





TOWN OF HILLSBORO BEACH, FLORIDA

1210 Hillsboro Mile • Hillsboro Beach, FL 33062

954-427-4011 • TownofHillsboroBeach.com

STATE OF FLORIDA
COUNTY OF BROWARD
TOWN OF HILLSBORO BEACH

OATH OF OFFICE

I, **Andrew R. Brown**, do solemnly swear that I will support, protect, and defend the constitution and government of the United States and of the State of Florida and the Charter and Ordinances of the Town of Hillsboro Beach; and that I am duly qualified to hold office under the Constitution of the State; and that I will well and faithfully perform the duties of a Commission Member of the Town of Hillsboro Beach. So help me God.


Andrew R. Brown



Acknowledgement of Oath Being Taken

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing oath was administered before me this 23rd day of March, 2020, Andrew R. Brown, who personally appeared before me, and is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned Oath as a Commission Member of the Town of Hillsboro Beach and acknowledged to and before me that he/she took said Oath for the purposes therein expressed.

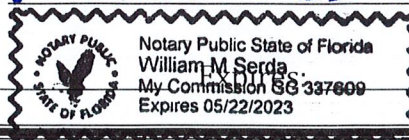


Notary Public, State of Florida

Print Name:

William M. Serda

Commission No.:



BROWARD COUNTY ADMINISTRATOR'S EMERGENCY ORDER 20-01

WHEREAS, COVID-19, a respiratory illness caused by a virus that spreads rapidly from person to person and may result in serious illness or death, constitutes a clear and present threat to the lives, health, welfare, and safety of the people of Broward County;

WHEREAS, on March 1, 2020, Governor DeSantis declared a Public Health Emergency as a result of COVID-19;

WHEREAS, on March 9, 2020, Governor DeSantis issued Executive Order 20-52, declaring a State of Emergency as a result of COVID-19;

WHEREAS, on March 10, 2020, I declared a Local State of Emergency; on March 11, 2020, the Mayor of Miami-Dade County declared a Local State of Emergency; and on March 13, 2020, the Mayor of Palm Beach County declared a Local State of Emergency;

WHEREAS, on March 11, 2020, the World Health Organization declared the spread of COVID-19 to be a global pandemic;

WHEREAS, on March 13, 2020, President Trump declared a national emergency concerning COVID-19;

WHEREAS, on March 17, 2020, Governor DeSantis issued Executive Order 20-68, prohibiting the sale of alcoholic beverages at certain establishments and placing certain limitations on gatherings for bars, restaurants, and beaches;

WHEREAS, there is no vaccine or drug currently available to combat COVID-19;

WHEREAS, to reduce the spread of COVID-19, the United States Centers for Disease Control and Prevention ("CDC") and the Florida State Department of Health recommend implementation of community mitigation strategies to increase containment of the virus, including cancellation of large gatherings and social distancing of at least six (6) feet between persons in smaller gatherings;

WHEREAS, limitations on gatherings and the use of social distancing to prevent transmission of COVID-19 are especially important for people who are over sixty (60) years old and people with chronic health conditions because those populations are at a higher risk of severe illness and death from COVID-19. However, it appears that everyone, regardless of age or health condition, is threatened by COVID-19;

WHEREAS, the tri-county area of South Florida, comprised of Miami-Dade County, Broward County, and Palm Beach County, is a contiguous community with both commercial and cultural continuities, and both Broward County and Miami-Dade County have emerged as clusters of positive COVID-19 cases;

WHEREAS, on March 19, 2020, Miami-Dade County enacted an Emergency Order imposing restrictions on all nonessential business and services;

WHEREAS, the public health emergency created by COVID-19 will not be limited to one county or municipality in the South Florida area;

WHEREAS, on March 10, 2020, the Broward County Board of County Commissioners authorized me to take any appropriate and necessary action to protect the health and safety of Broward County residents and visitors in connection with COVID-19;

WHEREAS, this Emergency Order is necessary because of the propensity of the virus to spread person to person and also because the virus is physically causing property damage due to its proclivity to attach to surfaces for prolonged periods of time;

WHEREAS, the continuing operation of essential businesses is necessary to provide essential goods and services to the public; and

WHEREAS, this Emergency Order is necessary to protect the lives, health, welfare, and safety of the County's residents from the devastating impacts of this pandemic,

NOW, THEREFORE, I, Bertha Henry, the Broward County Administrator, pursuant to my emergency authority under Section 8-53 of the Broward County Code of

Ordinances, as well as the authorities granted to me by the Declaration of Emergency issued by Governor DeSantis in Executive Order 20-52, by Chapter 252, Florida Statutes, by the Board of County Commissioners, and by the Broward County Comprehensive Emergency Management Plan, hereby order as follows:

Section 1. This Emergency Order is supplemental and in addition to the Executive Orders issued by Governor DeSantis, including Executive Orders 20-70 and 20-71. This Emergency Order applies to incorporated and unincorporated areas within Broward County, but has no application outside of Broward County.

Section 2. All nonessential retail and commercial business locations (meaning all that are not expressly deemed essential as stated in Section 3 below) are ordered closed except to the extent necessary to perform Minimum Basic Operations. "Minimum Basic Operations" means the minimum activities necessary to maintain the value of inventory, preserve plant and equipment condition, ensure security, process payroll and employee benefits, and facilitate employees working remotely, provided such businesses shall practice, and ensure persons interacting with and within such businesses practice, social distancing and all other measures as advised by the CDC.

Section 3. The following retail and commercial businesses are deemed essential and existing retail and commercial business locations of these businesses may remain open, but shall practice, and ensure persons interacting with and within such businesses practice, social distancing and all other measures as advised by the CDC:

a. Except to the extent precluded by the Governor's Executive Order 20-72 or any subsequent Executive Order, healthcare providers and public health operations, including but not limited to: hospitals; doctors' and dentists' offices; urgent care centers, clinics, and rehabilitation facilities; physical therapists; mental health professionals; psychiatrists; therapists; research and laboratory services; blood banks, medical cannabis facilities; medical equipment, devices, and other healthcare manufacturers and

suppliers; reproductive health care providers; eye care centers; home healthcare services providers; substance abuse providers; medical transport services; and pharmacies;

b. Grocery stores, farmers' markets, farm and produce stands, supermarkets, food banks, convenience stores, and other establishments primarily engaged in the retail sale of canned food, dry goods, fresh fruits and vegetables, baby products, pet supply, liquor, fresh or frozen meats, fish, and poultry, and any other household consumer products (such as cleaning and personal care products). This authorization to remain open includes stores that sell groceries and also sell other non-grocery products, and products necessary to maintaining the safety, sanitation, and essential operations of residences and other structures;

c. Businesses engaged in food cultivation, including farming, livestock, and fishing;

d. Businesses that provide food, shelter, social services, and other necessities of life for economically disadvantaged or otherwise needy individuals;

e. Newspapers, television, radio, and other media services;

f. Gas stations, new and used automobile dealerships, and auto-supply, auto-repair, and related facilities;

g. Banks and related financial institutions, including insurance firms, but excluding pawn shops;

h. Hardware, gardening, and building material stores;

i. Contractors and other tradesmen, building management and maintenance (including janitorial companies servicing commercial businesses), home security firms, fire and water damage restoration, public adjusters, appliance repair personnel, exterminators, and other service providers who provide services that are necessary to maintaining the safety, sanitation, and essential operation of residences and other structures;

j. Businesses primarily providing mailing, logistics, pick-up, and shipping services, including post office boxes;

k. Private colleges, trade schools, and technical colleges, but only as needed to facilitate online or distance learning, perform critical research, or perform essential functions, and university, college, or technical college residence halls, but only to the extent needed to accommodate students who cannot return to their homes;

l. Laundromats, dry cleaners, and laundry service providers;

m. Restaurants and other facilities that prepare and serve food, but subject to the limitations and requirements of the Governor's Executive Orders 20-68, 20-70, and 20-71. Schools and other entities that typically provide free food services to students or members of the public may continue to do so on the condition that the food is provided to students or members of the public on a pick-up and takeaway basis only. Schools and other entities that provide food services under this exemption shall not permit the food to be eaten at the site where it is provided, or at any other gathering site under their control;

n. Businesses that primarily supply office products needed for people to work from home (but not including businesses that primarily sell or lease furniture);

o. Businesses that primarily supply other essential businesses, as stated in this Emergency Order, with the support or supplies necessary to operate, and which do not interact with the general public, including cybersecurity firms (but not including businesses that primarily sell or lease furniture);

p. Businesses that primarily ship or deliver groceries, food, goods, or services directly to residents;

q. Airlines, taxis, and other private transportation providers providing transportation services via automobile, truck, boat, bus, or train;

r. Businesses engaged in providing home-based care for seniors, adults, or children;

s. Assisted living facilities, nursing homes, adult day care centers, and home-based and residential settings for adults, seniors, children, and/or people with disabilities or mental illness;

t. Businesses providing professional services, such as legal or accounting services, to the extent those services are necessary to respond to legally mandated activities and such services cannot be performed as permitted in Section 4 below;

u. Landscape and pool care businesses, including residential landscape and pool care services;

v. Childcare facilities providing services that enable employees exempted in this Emergency Order to work as permitted. To the extent possible, childcare facilities should operate under the following conditions: Childcare must be carried out in stable groups of 10 or fewer (inclusive of childcare providers for the group); children and child care providers shall not change from one group to another; if more than one group of children is cared for at one facility, each group shall be in a separate room. Groups shall not mix or interact with each other. All play equipment used by one group of children must be cleaned and sanitized before use by another group of children. Any child exhibiting symptoms consistent with COVID-19 illness shall not be allowed to stay in the childcare facility;

w. Businesses operating at any airport, seaport, or other government facility, except as provided in the Governor's Executive Order 20-71, which requires all restaurants and food establishments licensed under Chapters 500 and 509 to suspend on-premises food and alcohol consumption, and except as to businesses operating from Broward County facilities as to which separate directives have or will be issued;

x. Logistics providers, including warehouses, trucking, consolidators, fumigators, and handlers;

y. Telecommunications providers, including sales of computer or telecommunications devices and the provision of home telecommunications;

- z. Businesses engaged in the provision of propane or natural gas;
- aa. Businesses engaged in the provision of office space and administrative support necessary to perform any of the above-listed activities;
- bb. Open construction sites, irrespective of the type of building;
- cc. Businesses providing architectural, engineering, or land surveying services, but only with regard to ongoing construction projects in which construction has already commenced and provided that such businesses operate in full compliance with all measures advised by the CDC regarding social distancing;
- dd. Factories, warehouses, manufacturing facilities, bottling plants, or other industrial distribution and supply chain facilities used for essential products and industries for the U.S. domestic market;
- ee. Waste management services, including business engaged primarily in the collection and disposal of waste;
- ff. Private and municipal marinas and boat launches, docking, fueling, marine supply, and other marina services;
- gg. Hotels, motels, other commercial lodging establishments, and temporary vacation rentals, subject to the limitations stated in the Governor's Executive Order 20-70. Hotels, motels, and other commercial lodging establishments shall not accept new reservations for persons other than Essential Lodgers. "Essential Lodgers" are defined as: (1) healthcare professionals; (2) first responders; (3) National Guard members; (4) law enforcement; (5) state or federal government employees; (6) airline crewmembers; (7) patients; (8) patients' families; (9) journalists; (10) others providing direct services in response to COVID-19; (11) displaced residents or visitors; (12) persons utilizing hotels as transitional living arrangements; (13) persons sheltering in hotels due to domestic violence; (14) hotel employees, service providers, and contractors; or (15) individuals who, for any reason, are temporarily unable to reside in their home due to exigent circumstances;

- hh. Veterinarians and pet boarding facilities;
- ii. Mortuaries, funeral homes, and cemeteries including funeral and cremation services;
- jj. Firearm and ammunition supply stores;
- kk. Businesses providing services to any local, state, or federal government, pursuant to a contract with such government and provided such services relate directly to a governmental response to the COVID-19 crisis;

ll. Any business that employs five (5) or fewer persons, including management/ownership, where the employees do not come in regular contact with the general public in the regular course of business and the business can conduct its business in a manner that complies with the recommended social distancing and other requirements of previous executive orders, except to the extent inconsistent with any Executive Order or regulation issued by the Governor of Florida, the state, or any federal authority;

mm. Electrical production and distribution services; and

nn. Moving, storage, and relocation services.

Section 4. Notwithstanding the foregoing and in addition to any permitted Minimum Basic Operations, all retail and commercial businesses may perform remote work so that a business's employees may interact with each other and/or with customers solely through electronic or telephonic means, and deliver services or products via only electronic means or mailing, shipping, or delivery services;

This order does not affect or limit the operations of Broward County, any public utility, any municipality, the Broward County School District, the North Broward Hospital District, the South Broward Hospital District, any other local government entity in Broward County, or any State or Federal office or facility.

Section 5. This order does not limit the number of persons who may be physically present and performing services on-site related to the operations of an

essential business except as expressly set forth herein or otherwise governed by any State or Federal order or regulation. All such persons are required to the full extent practicable to operate in full compliance with all measures advised by the CDC including practicing social distancing such as keeping six (6) feet between persons and limiting group size to less than ten (10) people.

Section 6. This order does not limit religious services at any location, but all persons performing or attending religious services are urged to fully comply with all measures advised by the CDC including limiting gatherings to no more than ten (10) people and practicing social distancing of at least six (6) feet between persons.

Section 7. Applicability.

The provisions of this Emergency Order shall serve as minimum standards, and in no way modify any power possessed by municipalities within Broward County to impose more stringent standards within their jurisdictions. This Emergency Order shall apply to retail and commercial businesses based upon their regular course of their business as of March 21, 2020; any change to an entity's scope of business after March 21, 2020, shall not modify the characterization of the entity as essential or nonessential.

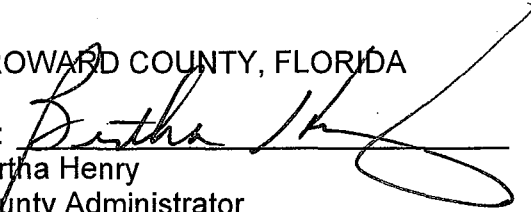
Section 8. Severability.

Any provision(s) within this Emergency Order that conflict(s) with any state or federal law or constitutional provision, or conflict(s) with or are superseded by a current or subsequently-issued Executive Order of the Governor or the President of the United States, shall be deemed inapplicable and deemed to be severed from this Emergency Order, with the remainder of the Emergency Order remaining intact and in full force and effect. To the extent application of some or all of the provisions of this Emergency Order is prohibited on the sovereign land of a federally or state recognized sovereign Indian tribe, such application is expressly excluded from this Emergency Order.

Section 9. Effective Date; Duration.

This order shall be effective as of 12:01 a.m. on Monday, March 23, 2020. This order shall expire upon the expiration of the existing State of Local Emergency, as same may be extended by subsequent order or declaration, unless earlier terminated by subsequent Emergency Order.

BROWARD COUNTY, FLORIDA

By: 
Bertha Henry
County Administrator

RECEIVED AND FILED in the Records, Taxes and Treasury Division on this 22 day of March, 2020, at 4:51 p.m.



DRAFT

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

TUESDAY

APRIL 7, 2020

9:00 A.M.

The Town of Hillsboro Beach held a “Virtual Meeting” on Tuesday, April 7, 2020 at 9:00 a.m. utilizing Communications Media Technology (“CMT”), in accordance with Governor Ron DeSantis [Executive Order No. 20-69](#), dated March 20, 2020, relating to Emergency Management and Conducting Local Government Public Meetings in response to Coronavirus (COVID-19) global health pandemic. Municipalities may conduct meetings of their governing bodies without having a quorum of its members present physical or at an specific location, and utilizing communication media technology such as telephone or video conference, as provided by [Section 120.54 \(5\)\(b\)2](#) Florida Statutes.

CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE

Mayor Deborah L. Tarrant called the meeting to order at 9:01 a.m. Roll was called with the Commission members and staff present via video as listed below.

Town Commission:

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

Vice Mayor Irene Kirdahy
Commissioner Vicky Feaman

Town Staff:

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

Police Chief T. Nagy
Steve Mitchell, CG&A Building Official
Mario Sotolongo, CG&A Code Compliance

Town Manager Mac Serda shared Governor Ron DeSantis [Executive Order No. 20-69](#) allowing for online meeting and outlined the procedure to be followed. He provided instruction on the WebEx System being utilized to host the meeting online.

APPROVAL OF AGENDA

Mayor Tarrant asked that presentations be removed from the agenda, and that Resolution 2020-21 regarding the purchase of an ATV be added as item IV. F.

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

I. APPROVAL OF MINUTES

A. Minutes of the January 2, 2020 Special Commission Meeting

Mayor Tarrant made corrections to typos in the minutes.

Motion made by Commissioner Feaman, seconded by Commissioner Brown, to approve the minutes from the January 2, 2020 Special Commission Meeting as amended. In a roll call vote, the **motion** passed unanimously. (5-0)

B. Minutes of the February 25, 2020 Special Assessment Public Hearing

Motion made by Commissioner Feaman, seconded by Commissioner Brown, to approve the minutes from the February 25, 2020 Special Assessment Public Hearing as printed. In a roll call vote, the **motion** passed unanimously. (5-0)

C. Minutes of the March 9, 2020 Special Commission Meeting

Mayor Tarrant made corrections to resident names included in the minutes.

Motion made by Commissioner Feaman, seconded by Commissioner Brown, to approve the minutes from the February 4, 2020 Board of Zoning & Appeals Meeting as amended. In a roll call vote, the **motion** passed unanimously. (5-0)

II. PRESENTATIONS

A. Recycling Presentation by Stephanie Steinberg with the Green Team

Item removed from the agenda.

III. DISCUSSIONS & POSSIBLE ACTIONS

A. Discussion and Possible Action on Sponsorship Support for "Cuisine of the Region" 20th Annual Charity Event, benefiting N.E. Focal Point CASA, Inc.

Mr. Serda provided information on the event, noting the Commission had awarded \$500 in the 2018/2019 fiscal year and \$350 in the previous year. He noted the event might not be happening or might be delayed due to COVID-19.

Motion made by Commissioner Baldassarre, seconded by Vice Mayor Kirdahy, to approve a \$500 donation to Cuisine of the Region. In a roll call vote, the **motion** passed unanimously. (5-0)

B. Discussion and Possible Action on Hillsboro Beach 2020 Fair Share Allocation of \$4,060 for Aging and Disability Resource Center of Broward County, Invoice #20030

Mr. Serda explained the amount proposed of \$4,060 was the same as the previous year's contribution.

Motion made by Commissioner Baldassarre, seconded by Commissioner Brown, to approve a \$4,060 contribution to the Aging and Disability Resource Center. In a roll call vote, the **motion** passed unanimously. (5-0)

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

Mr. Serda reviewed a proposed policy related to water leak credits. He pointed the Commissioners to research provided in the Board's Agenda packet regarding the policies of surrounding communities for credits when a leak is discovered on private property.

Continuing, Mr. Serda noted the proposed policy asked for forgiveness of costs related to a leak which is hidden, reported, and repaired by an independent licensed plumber. He stated the Town did not have a policy in place at this time.

Mayor Tarrant stated the issue had come up a few times in her tenure, and she agreed a policy should be in place. She clarified a plumber's bill was requested in the policy not for reimbursement, but to verify that the repair had taken place.

Commissioner Feaman stated she believed the notification period time frame should be extended to 45 days.

The Commissioners and staff discussed the appropriate notification period for water leaks to fall under the policy.

Mr. Serda stated he would make note of the consensus for a 45-day requirement and explained additional adjustments to the draft. He asserted the issue would be different if the Town caused the water leak.

Town Attorney DJ Doody explained the issue would not need to be in the form of an Ordinance but could be adopted as a policy by Resolution, allowing greater flexibility for future change.

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

Mayor Tarrant asked for volunteers to take on the positions as representatives to the Broward League of Cities Board, noting Commissioner Baldasarre had done an excellent job in the role as Primary Representative for current term 2019/2020.

Town Attorney DJ Doody read Resolution 2020-26 by title only.

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Brown, to adopt Resolution 2020-26 with Commissioner Baldasarre as Primary Representative, Commissioner Brown as Alternative Representative, and Mayor Tarrant as Second Alternate. In a roll call vote, the **motion** passed unanimously. (5-0)

B. Resolution No. 2020-27 Consideration to Authorize Proper Town Officials to Execute Non-Ad Valorem Assessment Collection Agreement Between Broward County and Town of Hillsboro Beach, FL

Mr. Serda stated the Resolution put the standards in place for Broward County to administer the agreement but did not commit the Town.

Mr. Doody read Resolution 2020-27 by title only.

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Feaman, to adopt Resolution 2020-27. In a roll call vote, the **motion** passed unanimously. (5-0)

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

Mr. Doody read Resolution 2020-28 by title only.

Mayor Tarrant clarified a discrepancy in the proposal regarding the number of hours of expert witness services expected.

Mr. Doody stated he would seek clarification from Moffat & Nichol.

Motion made by Commissioner Feaman, seconded by Commissioner Brown, to adopt Resolution 2020-28. In a roll call vote, the **motion** passed unanimously. (5-0)

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

Mr. Doody read Resolution 2020-29 by title only.

Mr. Doody noted based on further discussion with S&P Global, the reservation of rights provision had been removed.

Mayor Tarrant clarified wording regarding additional taxes and fees.

Mr. Serda stated the additional fees should not be relevant but were contemplated in the agreement for hypothetical situations.

Jay Glover, Managing Director, PFM Financial Advisors, LLC, provided additional background on the agreement and the increased obligation if the rating were to be made public in the future. He stated he would clarify the total contracted amount with S&P.

Motion made by Commissioner Feaman, seconded by Vice Mayor Kirdahy, to adopt Resolution 2020-29 with additional qualification to be made regarding the amount due. In a roll call vote, the **motion** passed unanimously. (5-0)

E. Resolution No. 2020-30 Consideration to Approve and Authorize the Appropriate Town Officials to Execute the Professional Services Agreement for Chief of Police Position.

Mr. Doody read Resolution 2020-30 by title only.

Mayor Tarrant apologized for the lack of pomp and circumstance that would normally occur with this Resolution, but stated the timeline required action.

Mr. Serda stated he had spoken with each of the Commissioners regarding the new appointment. He outlined the accomplishments of Police Chief T. Nagy and again thanked him for his service. He said he believed Jay Szesnat was a perfect fit and commented on the ease of transition to the new Chief.

Commissioner Baldasarre said she was excited, and thought the hire was a perfect opportunity for the Town. She noted she was happy to support Jay Szesnat as the new incoming Police Chief. Commissioner Feaman and Commissioner Brown agreed.

Mayor Tarrant stated she was very sad when Mr. Szesnat previously left the Town but understood his wish to get additional experience. She said the Town would be benefiting from that experience now.

Vice Mayor Kirdahy said she wished Mr. Szesnat luck in a difficult job.

Incoming Police Chief Szesnat stated he was grateful and honored to serve the Town in the new capacity. He said he promised to provide leadership, professionalism, and courage in the position.

Mayor Tarrant asked for clarification regarding contract terms.

Mr. Doody provided direction and stated corrections would be made to the contract regarding the contract terms.

Motion made by Commissioner Baldasarre, seconded by Commissioner Feaman, to adopt Resolution 2020-30 with amendment. In a roll call vote, the **motion** passed unanimously. (5-0)

F. Resolution No. 2020-31 Consideration to Approve Use of Federal Forfeiture Funds in the Amount of \$18,700.00 for Purchase of All-Terrain Vehicle (ATV) for Police Department.

Item F was added to the agenda.

Mr. Doody read Resolution 2020-31 by title only.

Mr. Serda explained the addition was for the utilization of \$18,700 in Federal Forfeiture Funds for the purchase of a John Deere All-Terrain Vehicle (ATV), piggybacking off a Broward Sheriff's Office contract due to the need to replace the Town's ATV.

Motion made by Commissioner Feaman, seconded by Vice Mayor Kirdahy, to adopt Resolution 2020-31 as printed. In a roll call vote, the **motion** passed unanimously. (5-0)

V. CONSENT AGENDA

- A. **INFRAMARK:** Invoice 48282 Services Rendered through Jan 2020 **\$7,866.04**
- B. **INFRAMARK:** Invoice 49838 Services Rendered through Mar 2020 **\$7,435.72**
- C. **Akerman:** Invoice 9543309 Services Rendered through Feb 2020 **\$35,724.03**
- D. **Limousines of South Florida (LSF):** Invoice 20-0229-26 Services Rendered through Feb 2020 **\$5,615.88**
- E. **Calvin, Giordano & Assoc, Inc:** Invoice 75330 Services Rendered through Feb 2020 **\$11,013.55**

- F. **Shutts & Bowen, LLP:** Invoice 1437399 Services Rendered through Feb 2020 \$6,858.88
- G. **Goren, Cherof, Doody & Ezrol:** Invoice 30528 \$7,609.20 (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 1205 and 1206 Hillsboro Mile)
- J. **Goren, Cherof, Doody & Ezrol:** Invoice 30532 \$11,606.85 (St. of Florida Bond Validation)
- K. **Goren, Cherof, Doody & Ezrol:** Invoice 30533 \$6,978.50 (David Pratt Appeal, Seagrape Revocable Trust)
- L. **Sweetwater, Broeker, & Varkas:** Invoice 10892 \$14,975.00 (TOHB vs Deerfield Beach)

Mayor Tarrant pulled Item C for discussion.

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

Mayor Tarrant asked for clarification regarding travel time on January 21, 2020 in the Akerman invoice, Item C.

Mr. Serda stated he had sought clarification prior to the meeting, and the time included was a six (6) hour flight and a shade session, with travel billed at half hours per the Town's contract.

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

VI. STAFF UPDATES

A. Broward County Water & Wastewater (BCWWS) Project

Mr. Serda stated the item could be removed from the agenda, as no further updates would be provided at Town Commission Meetings.

Mayor Tarrant asked for an update regarding outstanding issues at 1075 Hillsboro Mile, 1170 Hillsboro Mile, and low ARF structures which Mr. MacGregor had stated he was aware of.

B. Police Department – January 2020 Report

Police Chief T. Nagy provided the March Police Department report. He congratulated Incoming Police Chief Jay Szesnat on being named Chief and stated the Town would be in good hands.

Chief Nagy outlined adjustments made due to COVID-19 to keep officers safe. He noted most calls had been trespassing, and everything else is slowed down.

The Commissioners and staff discussed noise on the Intracoastal and the use of the police boat, which could not be repaired due to shop closures. They discussed the possibility of renting a boat to use in the meantime.

Regarding boat traffic, Mayor Tarrant asked about license plate readers and audio technology for monitoring.

Chief Nagy stated he would pass along the research he had done regarding license plate readers and cameras to the new Chief.

C. Finance Department – February 2020 Report

Stephen Bloom gave a brief overview of the financial report through February 2020, approximately 42 percent through the fiscal year.

Mr. Serda shared slides of the financial report.

Mr. Bloom noted the general fund had a surplus of \$2.3 million, largely due to collection of property taxes during the first quarter. He stated major revenue was within the budget except fines and forfeitures. He pointed out additional funds which had been received in the Federal Forfeiture fund, noting they are kept in a separate account.

Mr. Bloom reviewed spending, noting no significant variances. He reported the beach loan had been paid off on March 16, 2020.

Continuing, Mr. Bloom discussed the water fund, and shared a chart of usage. He noted a surplus of \$195,000 was present, with money set aside for operations and debt service payments due throughout the year. He stated revenue was on budget and reviewed operational expenses, which were below budget.

Mr. Bloom shared tracking of fuel spending, including usage and price per gallon, noting both were down.

Mayor Tarrant noted the obvious improvement to fuel costs over the five (5) years since it had been closely monitored. She pointed to the trend in Worker's Compensation as another area of improvement.

Continuing, Mayor Tarrant reviewed various line items including buoy removal and asked additional questions.

Mr. Bloom stated he would review the invoice for the buoy and check it was coded appropriately.

Mayor Tarrant asked questions regarding budget line items.

The Commissioners and staff discussed the reduced schedule for the shuttle.

Mr. Serda stated the Town was mirroring Broward County's shuttle service reduction.

D. Building Services Report - February 2020 Report

Steve Mitchell, Building Official with CG&A, provided his February 2020 report. He noted methods have changed for health-related concerns, but no services have been denied. He provided details on how staff is working remotely.

Mayor Tarrant commented on the good job the department had done.

Commissioner Feaman noted work is continuing on the Seabonay project and asked for an update.

Mr. Mitchell updated on the Seabonay project.

E. Code Compliance Report - February 2020 Report

Mario Sotolongo, Code Supervisor with CG&A, gave a brief update on Code Compliance. He stated old cases were being worked, but things had slowed down significantly.

Mr. Sotolongo stated he had issued courtesy notices to 13 single family residences regarding seawalls, and one (1) is at the Special Magistrate level. He noted the family owns two (2) homes and is working through the permit process on both.

Continuing, Mr. Sotolongo noted Code Compliance had responded to a complaint regarding a missing railing at a condominium, at the request of the Condo Board.

Mr. Serda provided background, stating the residence had a sliding glass door on the second or third floor, but no balcony or railing.

Mr. Sotolongo gave an update regarding vacation rentals. He noted he had notified an owner advertising a property as a Vacation Rental in Hillsboro Beach without a permit.

Mayor Tarrant asked if Mr. Sotolongo was also looking at condominiums.

Mr. Sotolongo stated the Town's code was specifically written for single family homes, and an enforcement mechanism was not in place regarding condos.

Mayor Tarrant stated condominiums should be providing tourism dollars, which would benefit the Town of Hillsboro Beach when looking for beach re-nourishment support. She said perhaps the Commission needed to look at the code regarding condominiums.

The Commissioners and staff discussed vacation rental of condos.

Mr. Serda stated he would make note to investigate the issue.

VII. TOWN MANAGER REPORT

A. Update on COVID-19

Mr. Serda provided an update regarding the Town's COVID-19 response. He noted it was his priority that Town operations must continue, with a particular eye to safety. He said the water plant had been taking on projects, working in concert with the County to address large tasks despite challenges.

Mr. Serda stated the beach had been shut down over the weekend, but, as authorized by the Mayor and with the legal approval by the Town Attorney, private beaches had since reopened.

Mayor Tarrant noted the Town had conferred with the County Commissioner and Town Attorney for the legal authority to open the private portion of the beach.

Mr. Serda addressed social distancing, stating there remained residents who needed to be educated on the importance of the issue. He outlined ways area City Managers were working together in addressing availability of services and noted participation with EOC conference calls as well as White House calls for updates.

Mayor Tarrant stated area Mayors had also been continuing conference calls, which helps to keep the Town on par with others. She gave an update regarding masks and closure

of multi-family, community swimming pools. She noted she had received a number of requests for exceptions, but no exceptions exist within Broward County [Emergency Order 20-05](#).

Mr. Serda noted some communities had taken the step to implement curfews, but he didn't see it as especially relevant in the Town. He noted utilizing a mask or face covering in public may be implemented County-wide.

Continuing, Mr. Serda provided updates on other Town matters. He stated the County had sent a contract for reimbursement regarding the palm tree that was replaced in November, as well as some additional trees on the west side of Town Hall. He noted if the purchase of 1205 and 1206 Hillsboro Mile goes through, he will ask the County for funds for trees there, as well.

Mr. Serda stated the water plant analysis has been completed in a draft stage, but details remain to be worked out. Continuing, Mr. Serda explained he did not recommend moving forward with the Town Hall redesign this fiscal year but would be looking to paint.

Mr. Serda stated he is seeking professional guidance to develop a plan to address parking on the Intracoastal side of A1A. He noted the code regarding parking and landscaping needs to be refreshed. He explained he will bring the item before the Commission at the May meeting for feedback.

Florida State Representative Chip LaMarca commented briefly, noting the meeting was well organized and thanking the Commissioners for continued service.

B. Proposed 2020 Budget Meeting Dates

April 7, 2020 – 9 a.m. (Tue)

Preliminary Discussion to Establish Budget Calendar

May 5, 2020 – 9 a.m. (Tue)

Preliminary Budget discussion to Establish Budget Priorities

July 7, 2020 – 9 a.m. (Tue)

Preliminary Budget Review and Adoption of Proposed Millage Rate

September 14, 2020 – 5:01 p.m. (Mon)

First Budget Hearing – Budget Review and Adoption of Tentative Millage Rate

September 23, 2020 – 5:01 p.m.

Second Budget Hearing – Adoption of Final Budget and Millage Rate

Mayor Tarrant reviewed the list of meetings, noting the first three (3) were regular Commission Meetings and the dates in September were budget hearings.

VIII. TOWN ATTORNEY REPORT

A. EnviroDesign & Associates Limited Phase II Environmental Site Assessment

Mr. Doody stated he was in the process of negotiating the removal of the underground tank with the counsel for the sellers of 1205 and 1206 Hillsboro Mile. He noted the Court had granted an extension to June 23 for the validation hearing. He expects ongoing negotiations and would keep the Commission advised.

Additionally, Mr. Doody said the Town would receive a response to the appeal regarding 965 Hillsboro Mile in the coming days.

IX. TOWN COMMISSION COMMENTS/REPORTS

A. Commissioner Andrew R. Brown

None.

B. Commissioner Barbara Baldassarre

None.

C. Commissioner Vicky Feaman

None.

D. Vice Mayor Irene Kirdahy

None.

E. Mayor Deborah L. Tarrant

The Commissioners and staff discussed controls regarding COVID-19.

Mayor Tarrant thanked Mr. Serda for his work on the technology necessary to gather the Commission for an online meeting.

X. PUBLIC COMMENTS

Mo Tarifi, 1237 Hillsboro Mile, asked if the underground tank found during the environmental audit had secondary containment.

Mr. Doody stated the tank did have diesel in it, but he would need to look into whether secondary containment existed.

Mr. Serda added soil testing was done, and it was determined any issues would be resolved with removal of the tank.

Javier Garcia, 1203 Hillsboro Mile, thanked the Commission for their leadership during a difficult time and their work to protect the rights of residents. He asked that the Commission reconsider the purchase of 1205 and 1206 Hillsboro Mile, noting the market had taken a recent hit. He said he believed there was no just reason to make the purchase at 2019 values.

Mr. Serda noted Mr. Garcia's point was well taken, and staff would have a conversation with the appraisers to get a sense of whether the value had changed and determine whether new appraisals should be sought. He said he recommended waiting 30 days to allow the market to adjust to the current situation.

The Commissioners and staff discussed moving forward with the right data to support decisions being made.

Martin Reisig, 1069 Hillsboro Mile, asked for clarification regarding the rules regarding usage of swimming pools. He noted a letter from the Mayor giving direction would be helpful, as change in the current climate is constant.

Mayor Tarrant stated the answer at the County level is that pools are closed, and pool decks are closed. She asked Mr. Doody to provide direction regarding allowing one (1) person to utilize pools at a time.

Mr. Doody said under the Broward County [Emergency Order 20-05](#) community pools/pool decks are closed for all purposes. He noted that over the weekend he had sought and received direction that private beaches could be utilized.

Mr. Reisig asked if he was allowed to jump into the ocean if he didn't come in contact with any people.

Mr. Doody stated the official answer is that the Governor has closed beaches, but private beaches have been excluded from the Broward County order.

Robert Mayer stated private land is owned to the mean high-water line.

Mayor Tarrant noted the police were working to keep people safe.

XI. ADJOURNMENT

Motion made by Commissioner Feaman, seconded by Commissioner Brown, to adjourn the meeting at 11:35 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



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: Recognition of Chief Thomas Nagy Retirement from Hillsboro Beach Police Department

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

Agenda Date: May 5, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: None



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Agenda Item Cover Memo

Agenda Item: Update & Presentation on Census 2020
Presented by Marty C. Cassini, Intergovernment Affairs Mgr at Broward County Govt
in partnership with U.S. Census Bureau Atlanta Regional Census Center - The Census is Here,
Respond [NOW!](#)

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

Agenda Date: May 5, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:

1. Broward Municipal Response Rates Daily Breakdown--Updated 04.26.2020
2. Key Facts About the Census

Broward County Municipal Response Rates

(Updated 4/26/2020)

Municipality	Response Rate (4/26)	Est. Pop (2019)	Total Reach	Total Remaining
Cooper City	69.6%	33,991	23,657.74	10,333.26
Weston	65.9%	67,314	44,359.93	22,954.07
Parkland	65.5%	34,109	22,341.40	11,767.61
Pembroke Pines	60.6%	168,723	102,246.14	66,476.86
Sea Ranch Lakes	60.2%	688	414.18	273.82
Plantation	58.9%	65,377	38,507.05	26,869.95
Tamarac	58.5%	90,354	52,857.09	37,496.91
Coral Springs	57.8%	129,067	74,600.73	54,466.27
Miramar	57.6%	138,837	79,970.11	58,866.89
Lighthouse Point	57.4%	7,704	4,422.10	3,281.90
Southwest Ranches	57.3%	10,587	6,066.35	4,520.65
Sunrise	56.1%	93,365	52,377.77	40,987.24
Davie	55.8%	104,249	58,170.94	46,078.06
Margate	53.9%	59,116	31,863.52	27,252.48
Coconut Creek	53.7%	58,742	31,544.45	27,197.55
Wilton Manors	52.1%	12,534	6,530.21	6,003.79
Oakland Park	51.5%	45,576	23,471.64	22,104.36
West Park	51.2%	15,197	7,780.86	7,416.14
North Lauderdale	48.0%	45,207	21,699.36	23,507.64
Hollywood	47.3%	150,878	71,365.29	79,512.71
Lauderhill	45.4%	72,410	32,874.14	39,535.86
Fort Lauderdale	44.9%	186,220	83,612.78	102,607.22
Dania Beach	43.4%	31,768	13,787.31	17,980.69
Pompano Beach	42.6%	112,058	47,736.71	64,321.29
Lauderdale Lakes	41.4%	36,714	15,199.60	21,514.40
Lauderdale-by-the-Sea	36.1%	6,236	2,251.20	3,984.80
Hallandale Beach	34.2%	39,834	13,623.23	26,210.77
Deerfield Beach	31.6%	79,497	25,121.05	54,375.95
Hillsboro Beach	29.8%	1,939	577.82	1,361.18
Pembroke Park	27.0%	6,408	1,730.16	4,677.84
Broward County	50.00%	1,919,644	959,822.00	959,822.00

s

Key Facts About the Census

The basics

- The census counts every person living in the United States, regardless of age or citizenship status, every 10 years in years ending in 0.
- It's in the Constitution.

It's important

- It's about money, power, and data.
- Every 10 years we help decide how taxpayer dollars come back to our communities. The 2020 Census will help to distribute billions of dollars in federal resources to your community.
- Our community gets resources based on census population counts, that help pay for hospitals, emergency services, schools, roads, and more.
- An accurate and complete census helps businesses, community leaders and elected officials make informed decisions every day.

It's easy

- For the first time, people can respond online and by phone, in addition to the mail-in option. Your response impacts funding for your community for critical services for the next 10 years.
- The next decennial census happens in 2030.

It's safe and confidential

- Your data is protected and it's confidential. Federal law protects your responses, which cannot be shared with law enforcement, immigration agencies, or housing authorities.

COVID-19 & the 2020 Census

- The 2020 Census is underway and the most important and safe thing you can do is respond online, by phone, or by mail. It has never been easier to respond to the 2020 Census.
- Responding now will minimize the need for the Census Bureau to send census takers out into communities to follow up with households.
- Please [check this page regularly for updates](#) and adjustments in response to COVID-19. See the latest [status of operations & current timeline](#).



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Agenda Item Cover Memo

Agenda Item: Discussion on Planning Goals for Parking Along West Side of A1A within the single-family district.
Presented by Sarah Sinatra Gould, Planning Director, CG&A

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

Agenda Date: May 5, 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: Ordinance No. 2020-02 Amendment to Town Code of Ordinance to Impose and Enforce Code Violations when the Town's Emergency Orders are Not Followed **(FIRST READING)**

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

Agenda Date: May 5, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. 02 - Code Violations Emergency Order (00372563 1st Reading)

ORDINANCE NO. 2020- 02

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER 1 ENTITLED "GENERAL PROVISIONS," BY SPECIFICALLY AMENDING SECTION 1-9 ENTITLED "GENERAL PENALTY; CONTINUING VIOLATIONS"; PROVIDING FOR A VIOLATION OF ANY FEDERAL, STATE, COUNTY OR TOWN EMERGENCY ORDER; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission has determined that it is in the Town's best interest to amend the Town's Code of Ordinances to provide for a violation of any Federal, State, County, or Town Emergency Order; and

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

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

Section 2. The Town Commission of the Town of Hillsboro Beach, Florida hereby amends the Town's Code of Ordinances by amending Chapter 1 entitled "General Provisions," by specifically amending Section 1-9 entitled "General penalty; continuing violations" which shall read as follows:

Sec. 1-9. - General penalty; continuing violations.

(a) Whenever in this Code or in any ordinance of the town any act is prohibited or is made or declared to be unlawful, an offense or a misdemeanor, or whenever in the Code or ordinance the doing of any act is required or the failure to do any act is declared to be unlawful, where no specific penalty is provided therefor, the violation of any such provision of this Code or ordinance shall be punished by a fine not exceeding \$500.00 or imprisonment for a term not exceeding 60 days or by both such fine and imprisonment. Each day any violation of any provision of this Code or of any ordinance shall continue shall constitute a separate offense.

(a)(b) It shall be unlawful to violate any Federal, State, County, or Town order which is issued during an emergency when the order is included in any proclamation of

1 emergency and is issued for the purpose of protecting life and property. The violation
2 of any such order shall be punished by a fine of \$100.00 per occurrence.

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

10
11 **Section 4.** That all ordinances or parts of ordinances and all resolutions or parts of
12 resolutions in conflict with this Ordinance are repealed to the extent of such conflict.

13
14 **Section 5.** If any section, subsection, sentence, clause or provision of this Ordinance is
15 held invalid, the remainder of this Ordinance shall not be affected by such invalidity.

16
17 **Section 6.** This Ordinance shall be effective fifteen (15) calendar days subsequent to
18 its passage and adoption by the Town Commission of the Town of Hillsboro Beach.

19
20 PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF
21 HILLSBORO BEACH, FLORIDA, ON FIRST READING, THIS _____ DAY OF _____,
22 2020.

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

23
24 By: _____
25 Deborah L. Tarrant, Mayor

26
27 ATTEST:

28
29 By: _____
30 Sherry D. Henderson, CMC



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: Ordinance No. 2020-03 Amendment to Town Code of Ordinance to Amend Vacation Rental Ordinance **(FIRST READING)**

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

Agenda Date: May 5, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. 03 - amending vacation rental ordinance (1st Reading)

ORDINANCE NO. 2020- 03

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING CHAPTER 12 ENTITLED "LAND DEVELOPMENT CODE", BY SPECIFICALLY AMENDING SECTION 12-111 ENTITLED "VACATION RENTALS"; PROVIDING FOR THE REGULATION OF VACATION RENTALS LOCATED IN ANY ZONING DISTRICT OF THE TOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is the intent of this Chapter to regulate vacation rentals as defined by Florida Statutes, as well as other transient public lodging establishments that do not have on-site management, which are located in any zoning district of the Town of Hillsboro Beach, which is referred to herein as "Vacation Rentals".

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

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

Section 2. Chapter 12 of the Code of Ordinances entitled "Land Development Code" is amended by specifically amending Section 12-111 as follows:

Sec. 12-111. - Vacation rentals.

(A) Authority, scope and purpose. This section is enacted under the home rule power of the town in the interest of the health, peace, safety and general welfare.

This section does not prohibit vacation rentals, or the duration or frequency of vacation rentals, nor is it the intention of the town to do so, but rather this section is intended to address life safety and compatibility concerns in the interests of the health, peace, safety, and general welfare.

(1) Findings of facts. Based on information gleaned from the practical first-hand experience and observations of Town Commissioners, common sense deductions of Town Commissioners based on long term experiences in Hillsboro Beach, information learned by Town Commissioners from various residents, information from the U.S. Census and from the Short-Term Rental Housing Restrictions White Paper, prepared by Robinson & Cole, Attorneys at Law, in 2011, prepared for the National Association of Realtors®; the Town Commission finds:

(a) Residents residing within their residential dwellings are inherently familiar with the local surroundings, local weather disturbances, local hurricane evacuation plans, and means of egress from their residential dwellings, thereby minimizing potential risks to themselves and their families.

(b) In contrast, transient occupants of vacation rentals, due to their transient nature, are typically not familiar with local surroundings, local weather disturbances, local hurricane evacuation plans, and means of egress from the vacation rentals in which they are staying, thereby increasing potential risks to themselves and their families, and putting an additional burden on, and potentially putting at risk, emergency personnel in the event of an emergency situation.

~~(c) — One (1) vacation rental is presently located within the single-family dwelling residential zoning district of the town.~~

(cd) Vacation rentals, left unregulated, can create negative impacts within a residential neighborhood due to excessive noise, parking and traffic problems, excessive use and impact on public services and public works, extreme size and/or greater occupancy.

(de) Vacation rentals situated within a residential neighborhood can disturb the quiet nature and atmosphere of the residential neighborhood, and the quiet enjoyment of its residents.

(ef) Vacation rentals located within established residential neighborhoods can create negative compatibility impacts relating to extreme noise levels, late night activities, on-street parking issues and traffic congestion.

(fg) According to the 2010 U.S. Census, the town has an average household size of 1.66 persons.

(gh) According to the 2010 U.S. Census, the town has an average family size of 2.14 persons.

(hi) Vacation rentals situated in a single-family residential neighborhood can and do create a great disparity in occupancy.

(ij) The presence of on-site management militates against the negative impacts of vacation rentals.

(2) *Definitions.* The following terms as used in this section are defined as set forth hereinafter:

Bedroom means any room in a vacation rental which has a bed or other place for sleeping and a separate closet that is an integral part of the permanent construction within the bedroom or an en suite bathroom, and complies with the Florida Fire Code and Florida Life Safety Code as a bedroom, but shall not include a bathroom, a kitchen, a dining room, or any main living area. If a room has been added, altered, or converted without any required building permit having been granted, such room shall not be deemed a bedroom. If a previously approved bedroom in an existing vacation rental exists as of the effective date of this Code, and does not have a separate closet that is an integral part of the permanent construction of the structure, but rather utilizes an armoire or other furniture piece for clothing storage, the requirement for a closet to qualify as a bedroom is waived.

Occupant means any person who occupies a vacation rental overnight.

On-site management means an office located at the site of a transient public lodging establishment that has, no less than eight (8) hours per day, seven (7) days a week, a person or persons physically present on site for purposes of supplying management, rental, and/or maintenance services for that particular transient public lodging establishment, and, when the office is closed, has a person who is available upon one

hour's phone notice to return to the transient public lodging establishment to supply management or maintenance services.

Owner occupied means the vacation rental is then occupied by person(s), at the vacation rental owner's consent, who do not pay rent for the occupancy of the vacation rental, when such persons are members of the family of the vacation rental owner. Family shall be defined as any number of individuals related by blood, marriage or legal adoption, and not more than four persons not so related, living together as a single housekeeping unit. Foster children are considered part of a family.

Transient public lodging establishments means any unit, group of units, dwelling, building, or group of buildings within a single complex of buildings which is rented to guests more than three times in a calendar year for periods of less than 30 days or 1 calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests.

Vacation rental is collectively a vacation rental as defined under Florida Statutes, and any transient public lodging establishment that does not have on-site management, which is located in ~~any~~the single family residential dwelling zoning districts of the town.

Vacation rental owner is the fee simple owner of the vacation rental, whether an individual, partnership, corporation, limited liability company, trust, or other entity. In the event the vacation rental owner is not an individual, each and every person who owns 20 percent or more of the equitable interest in the vacation rental shall also be deemed a vacation rental owner. The duties and functions of a vacation rental owner may, at the option of the vacation rental owner, be performed by an agent of the vacation rental owner, so long as the vacation rental owner notifies the town in writing, on a form provided by the town, of the identity and contact information of such agent, and the specific duties that the agent will be performing for the vacation rental owner. The vacation rental owner may change the designation of agent at any time through the filing of a new form and the payment of an administrative fee in an amount as set by resolution by the Town Commission. The vacation rental owner shall be held responsible for all actions of such designated agent with respect to the applicable vacation rental.

- (3) *Enforcement.* Violations of the provisions of the Code of Ordinances relative to vacation rentals shall be enforced in accordance with the provisions of Chapter 2 Article VI of the Code of Ordinances, and through fines in accordance with ordinances and resolutions adopted by the Town Commission.
- (4) *Appeals.* Any decision of the Special Master shall be final and shall be rendered in writing in appealable form. Such final decision may be reviewed as permitted under Florida law.
- (5) *Construction of section.* This section shall be liberally construed to accomplish its purpose of regulating vacation rentals, protecting the residential character of Hillsboro Beach, the health, safety, and general welfare of its residents and visitors, and the quiet enjoyment by Hillsboro Beach's residents of their residential property.

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

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

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

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

Section 7. This Ordinance shall be effective immediately upon passage and adoption by the Town Commission of the Town of Hillsboro Beach.

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

PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, ON SECOND AND FINAL READING, THIS ____ DAY OF _____, 2020.

By: _____
Deborah L. Tarrant, Mayor

ATTEST:

By: _____
Sherry D. Henderson, CMC



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. 2020-32 Consideration to Approve and Adopt the Town of Hillsboro Beach Water Leak Credit Policy

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

Agenda Date: May 5, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

- ATTACHMENTS:**
1. Leak Credit agenda memo
 2. 32 - Water Credit Policy (00372539)
 3. Water Leak Credit Policy (4-29-2020)
 4. Other Municipalities Credit Policies



1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

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

Agenda Item Cover Memo

Agenda Item: Water Leak Credit Policy
Submitting Dept.: Finance Department/Town Manager
Agenda Date: May 5, 2020 Commission Meeting

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.

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.

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

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

RESOLUTION NO. 2020-32

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING THE TOWN'S PROPOSED WATER LEAK CREDIT POLICY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve the Town's proposed Water Leak Credit Policy.

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

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

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida, hereby approves the Town's proposed Water Leak Credit Policy; a copy of the Policy is attached hereto as Exhibit "A".

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

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

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

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

1 **ADOPTED** by the Town Commission of the Town of Hillsboro Beach, Florida this ____
2 day of _____ 2020.
3
4
5
6 TOWN OF HILLSBORO BEACH, FLORIDA
7
8
9 _____
10 Deborah L. Tarrant
11 Mayor
12 ATTEST:
13
14 _____
15 Sherry D. Henderson, CMC
16 Town Clerk

RESOLUTION NO. 2020-32

RECORD OF TOWN COMMISSION VOTE:

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



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.
- Leak credits are for "hidden" leaks only, such as beneath the foundation; not within the property lines but not seen or detected.

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.



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.

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 <i>DRAFT</i>
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 consumption 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. 2020-33 Consideration to Authorize and Approve Requests for Water Utility Credit for Properties Located at 1045 Hillsboro Mile and 1121 Hillsboro Mile, Hillsboro Beach, FL 33062

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

Agenda Date: May 5, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

- ATTACHMENTS:**
1. Agenda Cover Memo - Water Credit Leak
 2. 1121 & 1045 HM Rqst for Water Credit
 3. 33 - water credit to 1045 & 1121 HM (00372767)



1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

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

Agenda Item Cover Memo

Agenda Item: Review of Water Credit Requests
Submitting Dept.: Finance Department
Agenda Date: April 7, 2020

The Town of Hillsboro has received several water credit requests. The Water Department has verified that these leaks have occurred. In accordance with the newly proposed policy, because of the amount of the credit request, these items are summarized on the next page for the Commission's review and consideration.

FINANCIAL IMPACT

Credits will be applied toward the Account Holder's next water billing, if approved.

RECOMMENDATION

Staff recommends that the Town Commission review and provide approve/denial for issuing a water credit. The Town Manager does not support these credits, as 1121 was the result of a third-party contractor, and 1045 was the result of an automobile collision where insurance may be applicable.

Attachments:

- 1) Summary of Water Credits
- 2) Water Credit Forms

TOWN OF HILLSBORO BEACH WATER CREDIT REQUESTS

Summary of Water Credits

May 5, 2020

Account	1-1121	1-1045
Name	Link, Troy, J.	Hillsboro Mile Ocean Apts
Meter Service	Domestic/Single	Irrigation
Date Leak Discovered	11/17/2019	9/21/2019
Water Department Notes	While conducting meter reads for high/abnormal meter reads, this meter was spinning indicating a water leak. The Town Water Dept. came to the jobsite and informed Coastal Contractors of the water breakage. Coastal found the leak to be located under 10ft of soil and could not be exposed for repair. Broken Line was cut and capped, and new line was installed from the meter to the house.	The water pipe was bursting water next to the water gauge. Hillsboro Police was called to the location. The Water Department shut the water meter valve by backflow preventer assembly. PVC guard was "Knocked" over.
Cause of Leak	Possible cause was the shifting of freshly compacted soil during construction phase.	Possible cause was from a hit and run by a vehicle. Line was broke in 2 places.
Leak Confirmed by Water Dept. (Y/N)	(Y)	(Y)
Estimated Credit Calculation Amount	\$8,660.91	\$3,591.37
Calculation:	New Account - Average 6 month billing around month in dispute subtracted from disputed month.	Average 1 year billing prior to month in dispute subtracted from disputed month.
Date Approved /Denied:		



Town of Hillsboro Beach Water Department



Customer Request for Water Credit

CUSTOMER INFORMATION:

Name: Troy J Link Daytime Phone: 305-975-0898
Date of Request: 12/13/19 Email Address: rlaiche@coastalconstruction.com
Service Address: 1121 Hillsboro Mile Acct Number: 1-1121
Meter Service: Domestic or Irrigation (Circle One) If Domestic: Single or Multi Residential (Circle One)

REASON FOR CREDIT REQUEST:

Location of Leak: NW Corner of House When was leak discovered: 11/17/19

Describe the reason for credit request: (add photos if needed) _____
The Town of Hillsboro came by the jobsite on 11/17/19 and informed Coastal of a water leak. Coastal had no idea of this leak previously. Once notified Coastal contracted a water leak detection company to locate this water leak. The leak was found to be 10 feet or so underground making it impossible to know at the time of leak. This must have been caused by settling of the property and no sewer would have been used with this water usage

What recourse was taken to repair leak: _____
The broken plumbing line was cut off and new line was ran. The break was took deep to dig up and repair so the line was cap and re ran.

Certification:

I certify that the above information contained in the request is, to the best of my knowledge, correct and represents a complete and accurate statement. By signing below, I agree to allow Hillsboro Beach Water Department staff on site to review and verify the above information (as needed).

Ryan Laiche
(Please sign)

Ryan Laiche
(Printed Name)

1-6-2020
(Date)

Hillsboro Beach Staff Only

Date Received: 2/20/2020 Processed: Elliott Garay / Rastoon Bellard
Confirmed Leak (yes or no): Yes - see attached summary
If Yes - Calculated water loss and explanation: _____

Water Dept Staff Signature: [Signature] Date forwarded to Town Administrator: _____

Decision Date: _____ Approved By: _____



Town of Hillsboro Beach Water Department



Customer Request for Water Credit

CUSTOMER INFORMATION:

Name: HILLSBORO MILE OCEAN APTS Daytime Phone: TONY JOST 610 906 2765
Date of Request: 1/8/20 Email Address: TJOST22@GMAIL.COM
Service Address: 1045 HILLSBORO MILE Acct Number: 1-1045
Meter Service: Domestic or Irrigation (Circle One) If Domestic: Single or Multi Residential (Circle One)

REASON FOR CREDIT REQUEST:

Location of Leak: BACKFLOW DIVERTER PIPING When was leak discovered: 09/21/19 - 0317

Describe the reason for credit request: (add photos if needed)

SEE HILLSBORO BEACH POLICE DEPARTMENT COMPLAINT #191232-84

What recourse was taken to repair leak: PLUMBING EXPERTS, INC. REPAIRED THE PIPING
* IN HOUSE MAINTENANCE RESET THE CONCRETE FILLED PVC BARRICADE POSTS

Certification:

I certify that the above information contained in the request is, to the best of my knowledge, correct and represents a complete and accurate statement. By signing below, I agree to allow Hillsboro Beach Water Department staff on site to review and verify the above information (as needed).

(Please sign) ANTHONY J. JOST, VP-GROUNDS 1/8/20
(Printed Name) (Date)

Hillsboro Beach Staff Only

Date Received: 2/20/2020 Processed: By Elliott Garry / Garth Charles
Confirmed Leak (yes or no): Confirmed see attached summary
If Yes - Calculated water loss and explanation: _____

Water Dept Staff Signature: [Signature] Date forwarded to Town Administrator: _____

Decision Date: _____ Approved By: _____

HILLSBORO BEACH POLICE DEPARTMENT

Print Log By Complaint Number

10/4/2019

Complaints Number: 191282-84

HILLSBORO BEACH POLICE DEPARTMENT

Date	Complaint #	Recd	Disp	Arrv	Clrd	Zone	Status	Disp
Signal	Type					Officer		
09/21/2019	191282-84	0317	0317	0317	0425		NR	D3
SAT 84	UTILITY COMPLAI					MCGRATH		
		1045				HILLSBORO MILE		

Names:

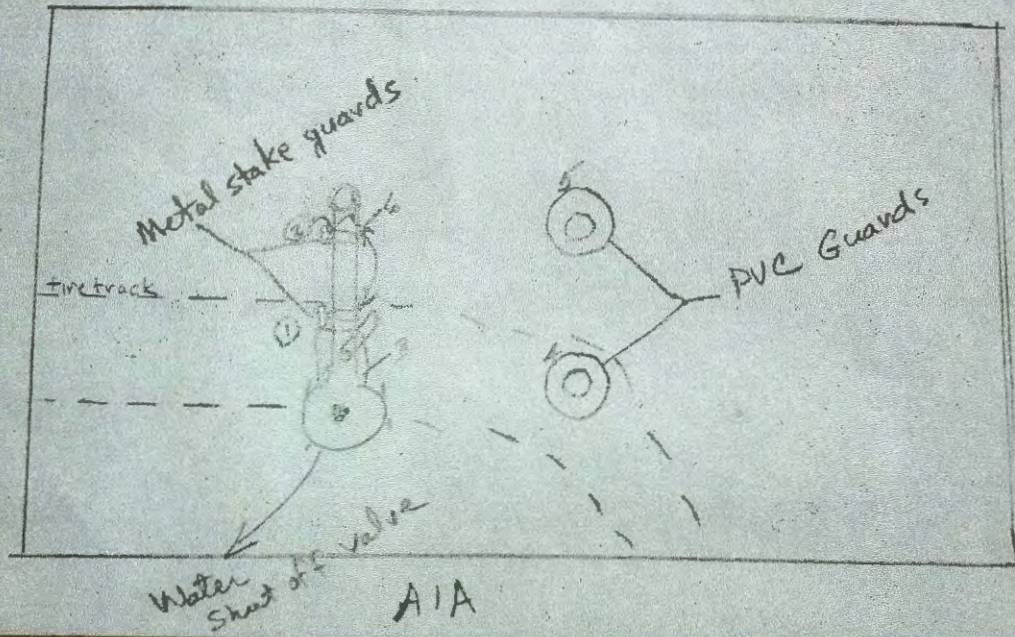
<NONE>

Involve:

At approximately 0317, the Hillsboro Beach Police Department received a radio transmission from unit 160 in reference to a water pipe that was bursting water on the West side of the above address. Units advised the pipe is next to a water guage. Desk contacted the water department. Water department shut water off at 0425 and advised everything is fine with the pipe. All units cleared at 0425.



- ① Metal stake guard bent over
- ② Metal stake guard intact
- ③ Water shut-off valve knocked over - broken PVC Pipe connectors at each end
- ④ PVC Guard knocked over
- ⑤ PVC Guard intact
- ⑥ PVC Pipe cracked in two places





PALM BEACH: (561) 279-2460 • BROWARD (954) 786-0477
DADE: (305) 947-9968 • FAX: (561) 279-4491
2055 South Congress Avenue • Delray Beach, FL 33445

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INV. 163606	CUSTOMER # 200 104
DATE: 9/24/19	
NAME: Hillsboro Mile Cream Apts	
ADDRESS: 1045 Hillsboro Mile	
CITY: Hillsboro Beach FL	ZIP 33062
HOME TEL. #	CELL #
EMAIL: Tjost22@gmail.com	
plumbingexperts.com	

QTY	ESTIMATES OR DESCRIPTION OF WORK TO BE PERFORMED ESTIMATES BASED ON EXISTING CONSTRUCTION COMPLYING CURRENT FLORIDA BUILDING CODES	
1	Minor Repair / Service Call Charge	\$ 88.00
	Repaired 2" PVC Main water service for Backflow Preventer Irrigation line just west of Road. Re-installed 2" backflow preventer with new male adaptors and re-secured backflow to Uni Strut.	539.00

I hereby authorize all the work described above and agree to all the terms and conditions as stated on this form. I agree that the initial price quoted prior to start of work does not include any additional or unforeseen tasks, nor materials which may be found to be necessary to complete repairs or replacements. Being forewarned that aged and deteriorated plumbing fixtures and piping may no longer be serviceable, I agree to hold Plumbing Experts, Inc. harmless for any damage or destruction to same as a result of repair efforts. I agree to pay for all interest/finance charges at 1 1/2% per month and all collection and attorney/court costs. I agree to pay upon services rendered.

SIGNATURE X _____

☐ REMOVE SCRAP

☐ LEAVE SCRAP

PLEASE PAY FROM THIS INVOICE - NO STATEMENT RENDERED

WARRANTY

- ALL MATERIALS SUPPLIED BY PLUMBING EXPERTS ARE WARRANTED FOR 30 DAYS UNLESS OTHERWISE SPECIFIED
- CUSTOMER SUPPLIED MATERIALS ARE NOT WARRANTED

- PLUMBING EXPERTS WORKMANSHIP AND LABOR ARE WARRANTED FOR 30 DAYS UNLESS OTHERWISE SPECIFIED
- DRAIN LINE STOPPAGES WARRANTED **FOR 24 HOURS**

QTY	DESCRIPTION OF WORK COMPLETED (STOPPAGE WARRANTY _____)	
1	Minor Repair / Service Call Charge	\$ 88.00
1	Repaired 2" Main Service line from water meter to Backflow Preventer, for irrigation. Installed new male Adaptors and risers for backflow. Re-installed backflow & re-secured it to UniStrut.	539.00
	work complete	

WORK ORDER/SERVICE #

Invoice Check
Paid By: No. _____ CASH VISA/MC AMEX DISC TECH INITIALS: *Donna C*

I hereby agree to all the terms and conditions as stated on this form and acknowledge the satisfactory completion of all the above described work. I agree to pay for all interest charges at 1 1/2% per month and all collection and attorney/court costs.

SIGNATURE X _____

Work Performed To My Satisfaction

AMOUNT DUE

\$ 539.00

WHITE - CUSTOMER • YELLOW - ACCOUNTING • PINK - INVENTORY

Thank You
Page 81 of 341

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

RESOLUTION NO. 2020-33

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING THE REQUESTS FOR WATER CREDIT FOR THE PROPERTIES LOCATED AT 1121 HILLSBORO MILE AND 1045 HILLSBORO MILE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve the Requests for Water Credit for the properties located at 1121 Hillsboro Mile and 1045 Hillsboro Mile.

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 Requests for Water Credit for the properties located at 1121 Hillsboro Mile and 1045 Hillsboro Mile; a copy of the both Requests for Water Credit are attached hereto as composite Exhibit "A".

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

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

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

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

1 **ADOPTED** by the Town Commission of the Town of Hillsboro Beach, Florida this ____
2 day of _____ 2020.
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6 **TOWN OF HILLSBORO BEACH, FLORIDA**
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10 _____
11 Deborah L. Tarrant, Mayor
12

13 ATTEST:
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18 _____
19 Sherry D. Henderson, CMC
Town Clerk

RESOLUTION NO. 2020-33

RECORD OF TOWN COMMISSION VOTE:

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



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. 2020-34 Consideration to Approve and Authorize BH3 Management To Work Saturday Hours Limited from 8:00 AM to 4:00 PM on Property Located at 1150 Hillsboro Mile, Hillsboro Beach, Florida, Duration from Receipt of Town Approval to Receipt of Certificate of Occupancy.

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

Agenda Date: May 5, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

- ATTACHMENTS:**
1. 34 - BH3 Construction Hours (00372580)
 2. 2020.04.29_Extended Work Hour Request_Revised
 3. Sec._4_18.____Limitation_on_hours_of_construction

State of Florida
Broward County
Town of Hillsboro Beach

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

RESOLUTION NO. 2020-34

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING BH3 MANAGEMENT TO PERFORM CONSTRUCTION WORK ON SATURDAYS BETWEEN THE HOURS OF 8:00AM TO 4:00PM TO PERFORM CONSTRUCTION WORK ON THE PROPERTY LOCATED AT 1150 HILLSBORO MILE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, §4-18 of the Town Code of Ordinances generally restricts exterior construction work from occurring over the weekend; and

WHEREAS, BH3 Management requests authorization from the Town to perform construction work on the property located at 1150 Hillsboro Mile on Saturdays during the hours of 8:00 a.m. to 4:00 p.m. from the date of this resolution to the issuance of a Certificate of Occupancy or otherwise provided herein; and

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

SECTION 1. The foregoing Whereas clauses are incorporated herein by reference and made part hereof.

SECTION 2. The Town Commission hereby authorizes and approves BH3 Construction to perform construction work on the property located at 1150 Hillsboro Mile on Saturdays between the hours of 8:00 a.m. to 4:00 p.m. commencing as of the date of this resolution until the issuance of a Certificate of Occupancy or subject to revocation by subsequent action of the Town Commission.

SECTION 3. The proper Town officials are further authorized to issue permits, execute such other documents or take such measures as may be necessary to effectuate the intent of this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict with any of the provision of this resolution are hereby repealed.

SECTION 5. 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. 2020-34

RECORD OF TOWN COMMISSION VOTE:

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



BH3 MANAGEMENT

Creating Value in Real Estate

1159 HM Manager, LLC

April 29, 2020

Mr. William "Mac" Serda
Town Manager
TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Re: 1159 Hillsboro Mile
Extended Work Hour Request

Dear Mr. Serda:

Please accept this correspondence as our request to perform work at the referenced facility located at 1150 Hillsboro Mile, Hillsboro Beach on Saturdays only, per the following limitations:

1. Saturday work hours limited from 8am to 4pm
2. Duration from receipt of Town approval to receipt of Certificate of Occupancy
3. Unit interior work
4. Common area interior work
5. Building Systems that are located within unit / common area interiors

The intent is to direct work on Saturdays limited to interiors such as plumbing riser replacement, fire protection, electrical rough / final, insulation, mechanical trim, equipment installation, drywall hang / finish, floor and wall finishes, paint, unit door hardware installation. Proposed work activities will exclude the following to minimize disturbance to adjacent properties:

- Deliveries / Trash Pickup
- Use of the dumpster chute
- Use of diesel-powered equipment
- Use of gas-powered equipment
- Exterior glass / glazing installation
- Balcony or catwalk railing installation
- Roofing
- Application of exterior stucco



BH3 MANAGEMENT

Creating Value in Real Estate

- Exterior door installations
- Use of balcony areas for tile cutting

We reached out to the adjacent properties to discuss and they noted that their Homeowner Association Boards are not holding meetings due to the Covid 19 situation. We did however receive a positive response from the Property Manager at the Colonnade. (attached). As previously mentioned, we are amenable to modifying this request should the need arise by further limiting the allowed work activities should neighbors have an issue.

Thank you for your consideration as we look forward to completing the project this fall.

Sincerely,

Charles O. Carreno, PE
Development Director

Attachment – Email from the Colonnade

Charlie Carreno

From: Charlie Carreno
Sent: Tuesday, April 28, 2020 1:23 PM
To: 'Mac Serda'
Subject: FW: Seabonay - Request

See below

From: Nicholas Price <Nicholas@bh3llc.com>
Sent: Tuesday, April 28, 2020 1:21 PM
To: Charlie Carreno <ccarreno@bh3llc.com>
Subject: Fwd: Seabonay - Request

Sent from the road

Begin forwarded message:

From: "patriciahishon@aol.com" <patriciahishon@aol.com>
Date: April 28, 2020 at 1:18:20 PM EDT
To: Nicholas Price <Nicholas@bh3llc.com>
Subject: Re: Seabonay - Request
Reply-To: patriciahishon@aol.com

I am sure the Colonnade is ok with this as long as there is no noise on the weekends.

Thanks Trish

Patricia Hishon-Hall
LCAM 25402

"Florida's Magnificent Mile"

561-239-7365

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-----Original Message-----

From: Nicholas Price <Nicholas@bh3llc.com>

To: patriciahishon@aol.com <patriciahishon@aol.com>

Sent: Fri, Apr 24, 2020 8:30 pm

Subject: Seabonay - Request

Trish,

Hope you're doing well and staying safe with everything going on. I know it's a crazy time right now and you're probably inundated with correspondence right now so I'll make it quick.

I came by a few years ago to introduce myself. I work with BH3 on the Seabonay project. We're reaching out because we are requesting to do quiet interior work on Saturdays from 9 am to 4 pm. We're looking to get stuff done that won't make much noise or disturb your residents like electrical trim, hanging drywall, tile setting etc.

We're inquiring with the town about starting this on a trial basis for four weeks and if it goes well and everyone behaves, we maybe extend it. If we're loud or disturb our neighbors we would stop it.

We're trying to open this fall and any additional time we can get to work would help immensely to reach that milestone and stop being an eyesore.

If you guys are okay with this, please let us know if you would be willing to send an email in support so that we could show the town.

Also, would you happen to have the contact for the building to the south of us? We'd like to reach out to them as well.

Nicholas Price | BH3 Management
21500 Biscayne Boulevard | Suite 302
Aventura, Florida 33180
P 954 416 3140 x225 | F 954 692 9066



Creating Value in Real Estate

www.BH-3.com

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TOWN OF HILLSBORO BEACH, FLORIDA

Chapter 4 – Buildings and Building Regulations Article II. – Contractors / Sec. 4-18. Limitation on Hours of Construction

Sec. 4-18. - Limitation on hours of construction.

- (A) It shall be unlawful for any person to perform labor or work, or to operate or conduct any construction enterprise in the town on new construction or remodeling of present improvements, except between the hours of 8:00 a.m. to 6:00 p.m. on weekdays only, from November 1 of each year to April 1 of the succeeding year; and except between the hours of 7:00 a.m. to 6:00 p.m. during the remaining part of the year on weekdays only. For minor remodeling or repair work conducted on the interior of a residential enclosed structure, the work may be conducted on weekends in residential units during the same time limitations set forth hereinabove so long as where the location or sites of the work are not so close to inhabited domiciles, apartments or hotels that the noise emanating from the operation of the minor remodeling or repair work shall disturb or is detrimental to the health, business and quiet enjoyment of any occupant or neighbor thereof. No construction activity shall take place in the town on Thanksgiving, Christmas and New Year's Day.
- (B) In the event any emergency exists or conditions with reference to the operation of any such business or enterprise are such that it would be unjust and inequitable for the same not to be operated during the prohibited hours, upon application made to the Clerk and after an investigation has been made, the Clerk may issue a permit authorizing the operation of the construction for a limited period of time.
- (C) It is the purpose and intention of this provision to include all types of construction work on any and all types of improvements. Its terms shall include seawalls, bridges, boats, docks, buildings of every nature and kind.

(Ord. 35, § 1, passed 1-11-1956; Am. Ord. 224, passed 3-6-2007)



4/29/2020



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. 2020-35 Consideration of to Authorize the Appropriate Town Officials to Execute Third Amendment to Commercial Contract Between Town of Hillsboro Beach and Winter Sun Investments, LLC to Extend Due Diligence Period and Underground Storage Tank Removal at 1205 Hillsboro Mile.

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

Agenda Date: May 5, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. 35 - Third Amendment to Purchase and Sale Agreement (00373020)

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

TOWN OF HILLSBORO BEACH, FLORIDA

Deborah L. Tarrant, Mayor

ATTEST:

Sherry D. Henderson, CMC
Town Clerk



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: RESOLUTION No. 2020-36 Consideration to Purchase Two (2) 2020 Interceptor Utility Vehicles with peripherals and equipment, Piggybacking the Terms of Broward Sheriff's Office Assignment and Assumption Agreement and Charlotte County, Florida Contract #2018000509.

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

Agenda Date: May 5, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

- ATTACHMENTS:**
1. INTERCEPTOR UTILITY
 2. 36 - interceptor vehicles piggyback revised v2 (00371525-2)
 3. BSO Executed ASSIGNMENT and Assumption re Strobes and Spartan 12-12-18 (...)
 4. Charlotte County Purchasing Division
 5. charlotte
 6. strobes



1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

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

Agenda Item Cover Memo

Agenda Item: Purchase of Two 2020 Ford Interceptor Utilities

Submitting Dept: Hillsboro Beach Police Department, Chief Thomas Nagy

Date: April 9th, 2020

1. BACKGROUND/HISTORY

The Hillsboro Beach Police Department (HBPD) replaces vehicles on a rotating basis. The current vehicles being replaced are two 2016 Ford Interceptor Utilities. The current vehicles have 139,141 & 138,090 miles on the odometer. The Driver's seats and floor boards are worn beyond repair.

2. CURRENT ACTIVITY

HBPD currently has two 2016 Ford Interceptor Utilities that have reached the end of their lifecycle. HBPD budgeted \$64,000 for the replacement and equipment of these items. There were two vehicles ordered November 8, 2019 and HBPD have not received confirmation on a build date. I was able to locate two in stock 2020 Hybrid Ford Interceptor Utilities that the dealer is holding for HBPD.

3. FINANCIAL IMPACT

Total Requested from the Federal Forfeiture Funds \$24,306 of the \$284,227.33 available. This will cover the difference in the vehicle and equipment cost. The total vehicle cost is \$75,516 and the equipment cost is \$19,990. There is a trade in value of the two existing vehicles of \$7,200 which has been calculated in the final funds requested. The vehicles will be purchased piggybacking on the Charlotte Count Contract #2018000509 and the equipment will be purchased piggybacking on the BSO contract #18006AG. This request is an appropriate use of the Federal Funds and has been reviewed by the Department of Justice as well as the Town Attorney.

4. RECOMMENDATION

It is recommended that \$24,306 be approved using Federal Forfeiture Funds.

New Vehicles	\$75,516	
Equipment	\$19,990	
Currently Budgeted	- \$64,000	
Trade in Value	- \$ 7,200	
Federal Funds Request	- \$24,306	Balance is \$0



1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

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

Agenda Item Cover Memo

Agenda Item: Federal Forfeiture Funds Expenditure Approval

Submitting Dept: Hillsboro Beach Police Department, Chief Thomas Nagy

Date: April 9th, 2020

1. BACKGROUND/HISTORY

The Hillsboro Beach Police Department has a detached officer with the US Drug Enforcement Agency (DEA) to provide assistance and expertise in undercover task force operations. To assist in defraying the costs from the DEA's long-term protracted undercover investigations, the Police Department shares in the proceeds from forfeited fund

2. CURRENT ACTIVITY

Your approval is requested for the use of \$24,306 of Federal Forfeiture Funds to pay the difference of the currently budgeted amount for police vehicles and equipment. This amount will cover the increased cost of the police vehicles and equipment. The Town ordered two Dodge Chargers on 11/04/2019 and has not received a VIN which means they are not even scheduled for production. I have located two Ford Interceptor utility vehicles that are available immediately. The current police vehicles are two 2016 Ford Interceptors with 139,141 & 138,090 miles on the odometer and these vehicles need frequent and costly repairs. The front driver's seat and the floorboard are completely worn out as well. We can't afford to risk operational effectiveness on future vehicle failures. This request is in compliance with the guide to equitable sharing and has been reviewed by the Town Attorney.

3. FINANCIAL IMPACT

Total Requested from the Federal Forfeiture Funds \$24,306 of the available \$284,227.33 available. The Vehicles will be purchased piggybacking on the Charlotte County Contract #201800509 and the equipment will be purchased piggybacking on the Broward Sheriff's Office contract #18006AG.

4. RECOMMENDATION

It is recommended that the \$24,306 be approved using Federal Forfeiture Funds.



1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

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

Agenda Item Cover Memo

Agenda Item: Federal Forfeiture Funds Approval

Submitting Dept: Hillsboro Beach Police Department, Chief Thomas Nagy *TN*

Date: April 9th, 2020

1. BACKGROUND/HISTORY

The Hillsboro Beach Police Department has a detached officer with the US Drug Enforcement Agency (DEA) to provide assistance and expertise in undercover task force operations. To assist in defraying the costs from the DEA's long-term protracted undercover investigations, the Police Department shares in the proceeds from forfeited fund

2. CURRENT ACTIVITY

Your approval is requested for the use of \$24,306 of Federal Forfeiture Funds to pay the difference of the currently budgeted amount for police vehicles and equipment. This amount will cover the increased cost of the police vehicles and equipment. The Town ordered two Dodge Chargers on 11/04/2019 and has not received a VIN which means they are not even scheduled for production. I have located two Ford Interceptor utility vehicles that are available immediately. The current police vehicles are two 2016 Ford Interceptors with 139,141 & 138,090 miles on the odometer and these vehicles need frequent and costly repairs. The front driver's seat and the floorboard are completely worn out as well. We can't afford to risk operational effectiveness on future vehicle failures. This request is in compliance with the guide to equitable sharing and has been reviewed by the Town Attorney.

3. FINANCIAL IMPACT

Total Requested from the Federal Forfeiture Funds \$24,306 of the \$284,227.33..

4. RECOMMENDATION

It is recommended that \$24,306 be approved using Federal Forfeiture Funds.

March 17, 2020

Hillsboro Beach Police Department
Chief Nagy

DESCRIPTION	
K8A	2020 Ford Interceptor Utility
99W	3.3L V6 Direct-Injection Hybrid System Engine
44B	10 Speed Automatic Transmission
	Front Headlamp Prep Includes pre-drilled hole for side marker police use, does not include LED installed lights (eliminates need to drill housing assemblies) and pre-molded side warning LED holes with standard sealed capability
86T	Rear Taillight Prep Package Includes Pre-existing holes with standard twist lock sealed capability (does not include LED installed lights) (eliminates need to drill housing assemblies)
43D	Dark Car Feature
60A	Factory Grill, Lamp, Siren & Speaker Wiring
51T	Whelen Factory LED Pillar Mounted Spotlight
	Voice Activated Bluetooth
55F	Keyless Entry Fob
76R	Reverse Sensing
	Factory Rear View Camera
18D	Global Lock / Unlock Feature
52T	Class III Trailer Tow Lighting Package
76P	Pre-Collision Assist w/Pedestrian Detection
	Factory Invoice
	\$41,953.00
	Government Price Concession Discount
	\$2,600.00
	4.06% Contract Discount
	\$1,597.73
	\$0.00
	\$0.00
	\$0.00
TOTAL PURCHASE AMOUNT PER UNIT	
\$37,755.27	
Pricing in accordance with the Charlotte County contract # 2018000509	
If you have any questions or need any additional information please feel free contact me anytime.	
Sincerely Yours,	
Richard Weissinger	
Commercial Fleet Sales	
Direct Line (813) 477-0052	
Fax (863) 533-8485	



Thomas Nagy <tnagy@townofhillsborobeach.com>

Expenditure Question

4 messages

Thomas Nagy <tnagy@townofhillsborobeach.com>
To: "Boykin, Brian (CRM)" <Brian.boykin@usdoj.gov>

Wed, Apr 8, 2020 at 10:43 AM

Brian,

I have currently budgeted for two Dodge Chargers in the amount of \$42,000. These vehicles have been on order since October and there is no delivery date in sight. I can currently buy two Ford Explorers from inventory but the total cost will be \$75,000. Can I use forfeiture \$ to pay for the difference of \$33,000?

--

Regards,

Thomas D. Nagy
Chief of Police
Hillsboro Beach Police Department
1210 Hillsboro Mile Suite B
Hillsboro beach, FL 33062
954-427-6600 Phone
954-427-7428 Fax

tnagy@townofhillsborobeach.com

Please Note: Florida has very broad public records law. Most written communication to and from local officials regarding town business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

Please consider the environment before printing.

**Graduate 249th Session - FBI National Academy**

Boykin, Brian (CRM) <Brian.Boykin@usdoj.gov>
To: Thomas Nagy <tnagy@townofhillsborobeach.com>

Wed, Apr 8, 2020 at 11:16 AM

Yes

[Quoted text hidden]

Thomas Nagy <tnagy@townofhillsborobeach.com>
To: "Boykin, Brian (CRM)" <Brian.Boykin@usdoj.gov>

Wed, Apr 8, 2020 at 11:21 AM



Thomas Nagy <tnagy@townofhillsborobeach.com>

2020 Interceptor & F150

Richard Weissinger <thefordtruckguy@gmail.com>
To: Thomas Nagy <tnagy@townofhillsborobeach.com>

Thu, Apr 16, 2020 at 4:24 PM

Chief,

The trade in for unit 160 & 161 would be \$3,600 each with the equipment included.

Sincerely Yours,
Richard Weissinger
Commercial Fleet Sales
Bartow Ford
2800 US Hwy. 98 North
Bartow, FL. 33830
Bartow Ford EVT
5345 Airport Blvd
Bartow, FL. 33830
Office (800)-533-0425
Cell (813)-477-0052
E-mail : thefordtruckguy@gmail.com
WWW.BARTOWFORD.COM

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[Quoted text hidden]

STROBES-R-US

STROBES-R-US
2681 HAMMONDVILLE RD
POMPANO BEACH, FL 33069



STROBESRUS
A SPARTAN MOTORS BRAND

Official Estimate

Date	Estimate #
4/10/2020	20694

Bill To:
HILLSBORO BEACH POLICE 1210 HILLSBORO MILE HILLSBORO BEACH, FL 33062

Ship To:
HILLSBORO BEACH POLICE 1210 HILLSBORO MILE HILLSBORO BEACH, FL 33062

Reference	20 FORD EXPLR PPV PATROL HBPB			
Product	Description	Qty	Cust. Price	Total
183-0008	Circuit breaker, 50 amp thermal with manual reset, surface mount	1	48.75	48.75
GB8-STT-RB	48" CUSTOM DUO LEGACY BAR. FRONT IS 1/2 RED 1/2 BLUE WITH OVERRIDE TO WHITE SCENE. REAR IS 1/2 RED 1/2 BLUE WITH OVERRIDE TO AMBER ARROW. 2 CUSTOM PODS IN THE REAR ARE TRIO RED FOR STOP LIGHT	1	2,555.00	2,555.00
CCSRN5	CARBIDE APM CONTROL MODULE WITH CANPORT OBDII INTERFACE	1	0.00	0.00
CANCTL7	CANTROL (CENCOM TYPE) CONTROL HEAD WITH 21 BUTTONS AND ONE SLIDE SWITCH AND ONE MIC. NO CHARGE WHEN PURCHASED WITH CANTROL	1	0.00	0.00
CC5K4	2020 INTERCEPTOR UTILITY WITHOUT THE NEED TO ORDER A FACTORY OBD SPLITTER OPTION INSTALL KIT FOR CCSRN5	1	0.00	0.00
CCSRN4DA	WC EXTERNAL AMPLIFIER	1	0.00	0.00
SA315P	SA315P SPEAKER, BLACK PLASTIC	2	0.00	0.00
SAK1	SA-315 MOUNT KIT UNIVERSAL "L" BRACKET	2	0.00	0.00
36-2125	2020 Push Bumper Elite, Interceptor Utility 2020+, Ford	1	329.80	329.80
36-6005SRU4	WESTIN PUSH BUMPER TOP TUBE LIGHT CHANNEL TO HOLD 4 POD COMMANDER PLUS FOR SEDANS AND FORD EXPLORER VEHICLES	1	45.00	45.00
COMMANDERELITE4-2R 2B	DUO 4 POD COMMANDER ELITE WARNING STICK WITH 2 RED AND 2 BLUE PODS THAT GO ALL WHITE FOR SCENE	1	267.85	267.85
SRUS12D-RB-W	DUO 12 diode surface mount light head, black base (12~24VDC) RED/B LUE WITH WITE OVERRIDE 36" CABLE	2	89.65	179.30
COMMANDERPLUS6-3R 3B	6 POD COMMANDER PLUS WARNING AND DIRECTIONAL STICK WITH 3 RED AND 3 BLUE PODS	1	296.45	296.45
SRUS-L-3	"L" BRACKET FOR ARROW STICK 3"	2	8.25	16.50
VTX609J	VERTEX SUPER-LED SPLIT RED/BLU	2	64.90	129.80
HERO-A	HIDEAWAY LED W/AMBER INDICATOR LEDS/ R,B,A,W Warning LEDS (*Must use vehicle adaptor bezel for proper installation)	2	96.25	192.50
HERO-W	HIDEAWAY LED W/WHITE INDICATOR LEDS/ R,B,A,W Warning LEDS (*Must use vehicle adaptor bezel for proper installation)	2	96.25	192.50
Sales Tax (7.00%)				\$0.00
Phone #				Web Site
954-946-9955				WWW.STROBES-R-US.COM
Fax #				
954-946-9677				
E-mail				
SALES@SRUS.COM				

STROBES-R-US

STROBES-R-US
2681 HAMMONDVILLE RD
POMPANO BEACH, FL 33069



STROBESRUS
A SPARTAN MOTORS BRAND

Official Estimate

Date	Estimate #
4/10/2020	20694

Bill To:
HILLSBORO BEACH POLICE 1210 HILLSBORO MILE HILLSBORO BEACH, FL 33062

Ship To:
HILLSBORO BEACH POLICE 1210 HILLSBORO MILE HILLSBORO BEACH, FL 33062

Reference	20 FORD EXPLR PPV PATROL HBPB			
Product	Description	Qty	Cust. Price	Total
HERO-ADAPTER2	HIDEAWAY LED ADAPTOR FOR: 2020 INTERCEPTOR UTILITY REAR TURN ONLY, 2019 TAHOE REAR S/T/T (RED LENS AREA), 2019 F-150 3 CHAMBER REVERSE BULB ONLY	2	10.45	20.90
HERO-ADAPTER5	HIDEAWAY LED ADAPTOR FOR: 2020 INTRCEPTOR UTILITY REVERSE, 2019 F-150 REAR 3 CHAMBER STT	2	10.45	20.90
TLIJ	ION T-SERIES LINEAR SPLIT R/B	3	74.25	222.75
IONJ	ION LIGHT RED/BLUE	1	77.00	77.00
C-VS-1012-INUT	2020 AND NEWER Ford Interceptor Utility *ANGLED *Vehicle Specific 20" Console	1	330.20	330.20
CM009785-1	HVAC Relocation Bracket Kit	1	38.45	38.45
C-PM-124	2020 FORD INTERCEPTOR SUV 2020+ MODEL BROTHER POCKETJET INSERT FOR CONSOLE USES 6" OF CONSOLE SPACE **2020+ MODELS**	1	141.70	141.70
PJ-722	BROTHER PENTAX POCKETJET 7 PRINTER 200 DPI	1	336.95	336.95
LB3603	MINI USB CABLE 10 FEET FOR BROTHER PENTAX PRINTER	1	14.99	14.99
LB3692-003	POWER CABLE FOR BROTHER PENTAX PRINTER	1	27.00	27.00
C-ARM-102	Side mount armrest	1	48.50	48.50
C-MD-112	Tilt/swivel slide motion adapter	1	221.36	221.36
UT-1003	Universal Rugged Cradle for approximately 11"-14" Computing Devices, with Added Depth	1	202.86	202.86
C-LP1-PS2-USB	Lighter plug outlet w/1 Switch & 1 USB cut outs	1	68.66	68.66
C-CUP2-I	Internal cup holders 4"	1	29.52	29.52
C-EB40-CCS-1P	HAVIS FACE PLATE FOR WHELEN CENCOM 4"	1	0.00	0.00
C-FP-4	4" Filler Plate	1	0.00	0.00
C-FP-25	2-1/2" Filler Plate	1	0.00	0.00
P1000UIN20AOSB	2020 EXPLORER INTERCEPTOR UTILITY Single Compartment, Pro-cel I, 1/2 Partition, w/ Passenger Side Only Outboard Seat Belts	1	2,084.25	2,084.25
SC-920-SRU-VERTICAL	CUSTOM SANTA CRUZ GUN LOCK WITH 24" ADJUSTABLE RAIL AND SC-6 UNIVERSAL LOCK HEAD VERTICAL MOUNT	1	242.96	242.96
INSTALL	CUSTOM INSTALLATION PER HOUR	28.50	55.00	1,567.50
Sales Tax (7.00%)				\$0.00
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	

STROBES-R-US

STROBES-R-US
2681 HAMMONDVILLE RD
POMPANO BEACH, FL 33069



STROBESRUS
A SPARTAN MOTORS BRAND

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HILLSBORO BEACH POLICE
1210 HILLSBORO MILE
HILLSBORO BEACH, FL 33062

Reference	20 FORD EXPLR PPV PATROL HBPB			
Product	Description	Qty	Cust. Price	Total
	PREPARE AND RUN WIRE HARNESSSES PROGRAM CARBIDE SYSTEM 1 X BREAKER (183-0008) 1 X CUSTOM DUO LEGACY BAR. FRONT IS 1/2 RED 1/2 BLUE WITH OVERRIDE TO WHITE SCENE. REAR IS 1/2 RED 1/2 BLUE WITH OVERRIDE TO AMBER ARROW. 2 CUSTOM PODS IN THE REAR ARE TRIO RED FOR STOP LIGHT (GB8-STT-RB) 1 X CARBIDE SIREN SYSTEM WITH INSTALL KIT (CCSRN5, CC5K4) 1 X CARBIDE CONTROL HEAD (CACNTL7) 1 X DUAL AMPLIFIER (CCSRN4DA) 2 X SPEAKERS AND BRACKETS FRONT ON BUMPER (SA315P, SAK1) 2 X R/B LED IN HEADLIGHT CUTOUT NO DRILL (VTX609J) 4 X R/B - 2 EACH SIDE - R/B LED IN OEM BULB SOCKET NO DRILL (H ERO-A, ADAPTER-5, HERO-W, ADAPTER-2) 1 X PUSH BUMPER (36-2125) TO INCLUDE: 1 X LIGHT CHANNEL FOR 4 POD (36-6005SRU4) 1 X FRONT 4-POD R/B/R/B WITH WHITE OVERRIDE (COMEL4) 1 X SIDE R/B LED'S WITH WHITE OVERRIDE (SRUS12D-RB-W) 1 X R/B/R/B/R/B/ 6-POD LED STICK IN THE REAR DECK WARNING ONLY WITH BRACKET (LIGHT BAR WILL DO ARROW IN AMBER, COM+6, SRUS-L-3) 2 X R/B LED'S SIDE OF TAG VERTICAL (TLIJ) 1 X R/B LED REAR SIDE DOOR CAGE SIDE (TLIJ) 1 X R/B LED REAR SIDE DOOR *NON* CAGE SIDE (IONJ) 1 X CONSOLE WITH PRINTER HOLDER BUILT IN TO INCLUDE (BROT HER PENTAX PRINTER ONLY, C-VS-1012-INUT, C-PM-124) 1 X ARM REST (C-SRM-102) 1 X COMPUTER STAND WITH UNIVERSAL TRAY ON TOP OD CONSOLE FORWARD (C-MD-112, UT-1003) 1 X 12V AUX (CIG PLUG) AND 2 USB PORTS CHARGE ONLY (C-LP 1-PS2-USB) 1 X DUAL CUP HOLDER (C-CUP2-I) 1 X FACE PLATE FOR CARBIDE CONTROLLER (C-EB40-CCS-1P)			
Sales Tax (7.00%)				\$0.00
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	

STROBES-R-US

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STROBES-R-US
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HILLSBORO BEACH POLICE 1210 HILLSBORO MILE HILLSBORO BEACH, FL 33062

Reference	20 FORD EXPLR PPV PATROL HBPD			
Product	Description	Qty	Cust. Price	Total
	FILLER PLATES 4 AND 2.5 INCH (C-FP-4, C-FP-2.5) 1 X HALF CAGE WITH OUTBOARD SEAT BELT SYSTEM (INCLUDES ALL MATERIALS AND SEAT, P1000UIN20AOSB) 1 X GUN LOCK TO BE MOUNTED ON HALF CAGE (SC-920-SRU-VERTICAL) NO TINT AND NO GRAPHICS ESTIMATED			
Please call in advance for an appointment		Subtotal		\$9,949.90
Approved By: _____		Sales Tax (7.00%)		\$0.00
PO #: _____		Total		\$9,949.90
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	

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

RESOLUTION NO. 2020-36

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AUTHORIZING AND APPROVING THE PURCHASE OF TWO (2) 2020 INTERCEPTOR UTILITY VEHICLES WITH PERIPHERALS AND EQUIPMENT, PIGGYBACKING THE TERMS OF BROWARD SHERIFF'S OFFICE ASSIGNMENT AND ASSUMPTION AGREEMENT AND CHARLOTTE COUNTY, FLORIDA CONTRACT #2018000509; 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 authorize and approve the purchase of two (2) 2020 Interceptor Utility Vehicles with peripherals and equipment.

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 authorizes and approves the purchase of two (2) 2020 Interceptor Utility Vehicles with peripherals and equipment, piggybacking the Terms of Broward Sheriff's Office Assignment and Assumption Agreement and Charlotte County, Florida Contract #2018000509 in an amount not to exceed \$24,306.00 using Federal Forfeiture Funds; a copy of the Agreements are attached hereto as Exhibit "A".

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

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

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

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

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

TOWN OF HILLSBORO BEACH, FLORIDA

Deborah L. Tarrant
Mayor

ATTEST:

Sherry D. Henderson, CMC
Town Clerk

RESOLUTION NO. 2020-36
RECORD OF TOWN COMMISSION VOTE:

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

ASSIGNMENT AND ASSUMPTION OF THE AGREEMENT
BY AND BETWEEN
SCOTT J. ISRAEL, AS SHERIFF OF BROWARD COUNTY, FLORIDA
AND
STROBES-R-US, INC.
AND
SPARTAN UPFIT SERVICES, INC.

This Assignment and Assumption of the Agreement is made and entered this 15 day of December, 2018, by and between **SCOTT J. ISRAEL, AS SHERIFF OF BROWARD COUNTY** (hereinafter referred to as "**SHERIFF**"), **STROBES-R-US, INC.** a Florida Corporation, with a principal place of business located at 2681 Hammondville Road, Pompano Beach, Florida 33069 ("**ASSIGNOR**"), and **SPARTAN UPFIT SERVICES, INC.**, a foreign corporation authorized to do business in Florida with its principal place of business at 1541 Reynolds Road, Charlotte, MI 48813 ("**ASSIGNEE**").

WITNESSETH:

WHEREAS, on or about May 7, 2018, SHERIFF entered into an agreement with ASSIGNOR for installation and/or repair of Vehicle Emergency Equipment for Public Safety Vehicles ("Agreement");

WHEREAS, ASSIGNEE, has acquired and assumed, or will acquire and assume, the ASSIGNOR'S business interests, rights and responsibilities under the Agreement and/or otherwise accepted the assignment of the Agreement from ASSIGNOR;

WHEREAS, SHERIFF will consent to such assignment and assumption upon the terms and conditions herein;

THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and other good and valuable consideration of which is hereby acknowledged, the Parties agree as follows:

1. The foregoing recitations are true and correct and are incorporated herein by reference.
2. ASSIGNOR hereby grants, bargains, sells, conveys, transfers, assigns, and sets over its entire rights, and delegates its entire obligations under the Agreement to ASSIGNEE.
3. ASSIGNEE hereby accepts the assignment and/or assumption of the Agreement from ASSIGNOR and acknowledges and represents to SHERIFF that it will abide by and assume each and every term, obligation and condition of the Agreement, including, but not limited to, each and every responsibility, duty and obligation of ASSIGNOR set forth in the Agreement, on or subsequent to the date of this assignment and assumption of the Agreement.
4. ASSIGNOR hereby directs SHERIFF to pay ASSIGNEE directly any currently unpaid consideration and all future consideration as identified in the Agreement and

ASSIGNOR waives its claims thereto. ASSIGNOR continually guarantees the full performance of the Agreement by ASSIGNEE during the duration of the Agreement.

5. Effective as of the full execution of this assignment and assumption of the Agreement, all Parties: (a) irrevocably consent to the assignment, delegation and transfer by the ASSIGNOR to the ASSIGNEE of all of its rights, duties and obligations arising; (b) hereby confirm that all the terms and provisions of the Agreement shall remain in full force and effect unmodified and all such terms and provisions are hereby ratified and confirmed in their entirety; and (c) represent and warrant that, as of the date hereof, there is no known breach, violation or default of the Agreement by any party thereto. Following the full execution of this assignment and assumption of the Agreement, all references in the Agreement to the ASSIGNOR shall be deemed to be references to the ASSIGNEE.
6. All parties acknowledge that the full execution of this assignment and assumption of the Agreement will not: (a) constitute a default, breach, termination event, or violation of any obligation under the Agreement, (b) result in the termination or rescission of the Agreement or the acceleration or release of any rights or obligations under the Agreement, or (c) cause any Party or any other person or entity to incur any liquidated, consequential, incidental, or other damages.
7. This assignment and assumption of the Agreement, and the SHERIFF'S consent to the same, shall be governed by the laws of the State of Florida and is contingent upon ASSIGNEE providing the proper evidence of insurance called for in SECTION XIV of the Agreement. The Parties agree that all Parties' and their respective affiliates, successors, and assigns, and any other third party may rely on this assignment and assumption of the Agreement and SHERIFF'S consent of the same for any lawful purpose. This assignment and assumption of the Agreement shall inure to the benefit of the Parties, and their respective affiliates, successors, and assigns.
8. All notices to ASSIGNEE as provided in SECTION XXXV of the Agreement shall be sent to ASSIGNEE at the following mailing address:

SPARTAN UPFIT SERVICES, INC.

1541 Reynolds Road

Charlotte, MI 48813

Attn: Ryan L. Roney

9. Except as otherwise set forth herein, the terms and conditions of the Agreement, shall remain in full force and effect between the Parties. In the case of a perceived conflict between the terms of the Agreement and this assignment and assumption of the Agreement, the terms of this assignment and assumption of the Agreement shall govern.
10. The individuals executing this assignment and assumption of the Agreement on behalf of ASSIGNOR, the ASSIGNEE and SHERIFF represent that they have full authority to execute this document on behalf of the entity for which they represent.

11. The Parties agree for purposes of this assignment and assumption of the Agreement, it may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts. Facsimile and electronic mail copies in "portable document format" (".pdf") form are acceptable and shall constitute effective execution and delivery of this document as to the Parties and may be used in lieu of the original signatures for all purposes. Signatures of the Parties transmitted by facsimile or e-signatures shall be deemed to be their original signatures for all purposes.

ASSIGNMENT AND ASSUMPTION OF THE AGREEMENT BY AND BETWEEN SCOTT J. ISRAEL, AS SHERIFF OF BROWARD COUNTY STROBES-R-US, INC. AND SPARTAN UPFIT SERVICES, INC.

IN WITNESS WHEREOF, the Parties execute this assignment and assumption of the Agreement on the date(s) set forth below:

STROBES-R-US, INC. (ASSIGNOR)
FEI# 20-2790506

By: Tomer R Hanina Date: 12-12-18
Title: President

Signature: [Signature]

SPARTAN UPFIT SERVICES, INC. (ASSIGNEE)
FEI # 35-2646349

By: Ryan L. Roney Date: 12-12-18
Title: Secretary

Signature: [Signature]

SCOTT J. ISRAEL, AS SHERIFF OF BROWARD COUNTY

By: [Signature] Date: 12/15/2018 | 10:56 AM EST
Colonel Tom Harrington
Executive Director-Department of Administration

Approved as to form and legal sufficiency
subject to execution by the parties:

By: [Signature] Date: 12/15/2018 | 10:35 AM EST
Ronald M. Gunzburger
General Counsel/Executive Director



Charlotte County Purchasing Division
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

Phone 941.743.1378
Fax 941.743.1384

NOTICE OF AVAILABILITY OF BID SPECIFICATIONS

REQUEST FOR BIDS CHARLOTTE COUNTY, FLORIDA

The County of Charlotte will be receiving sealed bids at the Purchasing Division, Suite 344, Charlotte County Administration Center, 18500 Murdock Circle, Port Charlotte, FL 33948-1094, for:

BID NO. 2018000509 VEHICLES – ANNUAL CONTRACT

It is the intent of Charlotte County to purchase vehicles, on an "as required" basis, from a Ford Motor Company dealer. It is the specific purpose of this bid to establish a conditional contract for the required materials and to secure the cost and availability of the requirements for procurement from a source of supply that will give prompt and convenient service.

**PRE-BID CONFERENCE: 11:00 a.m., AUGUST 20, 2018
PURCHASING DIVISION CONFERENCE ROOM**

**BID OPENING: 2:00 p.m., AUGUST 29, 2018
PURCHASING DIVISION CONFERENCE ROOM**

Bid Documents may be obtained by accessing the Charlotte County Purchasing Division's website at <https://purchasingbids.charlottecountyfl.gov> under "Purchasing Bids Online", document number 185092. Any questions can be answered by contacting Alisa L. True, CPPB, Senior Contract Specialist at 941.743.1549 or email: alisa.true@charlottecountyfl.gov.

Notice of Availability
Posted: August 7, 2018



Charlotte County Purchasing Division
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

Phone 941.743.1378
Fax 941.743.1384

STATEMENT OF NO BID

If you **do not** intend to bid on this commodity/service, please return this form to the above address immediately. If this statement is not completed and returned, your company may be deleted from the Charlotte County Vendors' list for this commodity/service.

We the undersigned, have declined to bid on requested commodity/service **Bid #2018000509, VEHICLES – ANNUAL CONTRACT**, for the following reason(s):

- _____ Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below).
- _____ Insufficient time to respond to the Invitation to Bid.
- _____ We do not offer this product or service.
- _____ Our schedule would not permit us to perform.
- _____ Unable to meet bond/insurance requirements.
- _____ Unable to meet specifications.
- _____ Specifications are unclear (explain below).
- _____ Remove us from your vendors' list for this commodity/service.
- _____ Other (specify below).

Remarks: _____

Company Name: _____

Contact Person (typed or printed): _____

Contact Person Signature: _____

Phone: _____ Fax: _____

E-Mail Address: _____

Note: Statement of No Bid may be emailed to alisa.true@charlottecountyfl.gov or faxed in to the Purchasing Division at 941.743.1384.

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VEHICLES – ANNUAL CONTRACT
BID NO. 2018000509**

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**INSTRUCTIONS TO BIDDERS
VEHICLES – ANNUAL CONTRACT
BID NO. 2018000509**

IB-01 QUALIFICATIONS OF BIDDERS: It is the intent of the County to award this contract to the lowest responsible bidder, qualified by experience and solvency, with proven reliability and the ability to supply all items within a reasonable time frame acceptable to Charlotte County. Bidder may be required to supply information in writing at the request and discretion of the County prior to award of bids, in order to verify above requirements.

IB-02 GENDER DESIGNATION: The County and the Contractor are treated throughout these Documents as if each were of the singular number and masculine gender.

IB-03 EXAMINATION OF DOCUMENTS:

A. Prior to the submission of a bid form, bidders shall carefully examine the bid package including the Request for Bids, Instructions to Bidders, Technical Specifications & Conditions, Insurance Requirements, and all other related bid documents, including all modifications thereof, incorporated in the bid package.

B. Discrepancies, omissions, or questions about the intent of the documents should be submitted to the Purchasing Division in written form as a request for interpretation no later than five (5) calendar days prior to bid opening (or shall be verbally addressed at the pre-bid conference, if applicable).

C. Interpretations of any of the bid documents made will be in the form of a written addendum to the documents, which will be posted on the purchasing website. Receipt of any addenda by each bidder must be acknowledged on the bid form, indicating the addendum number and date of issue, therein becoming a part of the contract. No oral explanations shall be binding. The County will attempt to notify all prospective bidders of addenda issued to the bidding documents; however, it shall be the responsibility of the bidder, prior to submitting their bid, to determine if addenda were issued, acknowledging and incorporating it into their bid.

IB-04 PREPARATION AND SUBMISSION OF BID FORM REQUIREMENTS:

A. Bids shall be submitted on the bid form supplied by the County, or duplication thereof and attached thereto, or as otherwise specified. Bidders shall indicate the number of calendar days required for delivery and acknowledge receipt of any addenda received during the bid period.

Each bid must give the full business address of the bidder and state whether bidder is an individual, corporation or partnership. Bid Forms by a corporation must be signed in the name of the corporation, followed by the original signature and designation of the officer or other person authorized to bind the corporation.

Bid Forms by partnerships shall show the names of all partners. The partnership title shall be followed by the original signature of each partner.

Any erasures or other corrections in the bid form must be explained or noted over the signature of the bidder. Bid Forms containing any conditions, omissions, unexplained erasures, alterations, or irregularities of any kind may be rejected by the County.

Bid documents and forms shall be submitted sealed, and the envelope/package clearly marked with the Bid Number and the Name and Business Address of the individual/firm submitting the bid. Bids postmarked prior to said time and date but not received shall **not** be considered and will be returned to bidder unopened.

B. Bid Guarantee - The bid form shall be signed where indicated guaranteeing that the bidder will not withdraw his bid for a period of 60 days after the scheduled time of opening of bids.

IB-05 WITHDRAWAL OF BIDS: Bids may be withdrawn by request of the bidder prior to the time fixed for opening. Error or negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

IB-06 BID TABULATIONS: In accordance with Florida Statutes, Section 119(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Those bidders interested in receiving a copy of the results of this bid once they are released may do so by visiting our website at <https://purchasingbids.charlottecountyfl.gov> under "Purchasing Bids Online", Document Number 185094. No information regarding the submittal will be divulged over the telephone.

IB-07 RESERVED RIGHTS: The County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission of bids. Also, the County reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received the first submission date may be rejected by the County depending on available competition and timely needs of the County.

IB-08 FORM OF CONTRACT: The submitted Bid Form signed by the Bidder, together with the complete bid package furnished by the County, shall constitute a binding contract. The Bidder shall be required to perform according to the Bidder's submitted Bid Form and the County's bid package when a purchase order, signed by the Senior Division Manager - Purchasing or his/her designee, is transmitted to the Bidder. The transmitted purchase order shall serve as both a Notice of Acceptance and Notice to Proceed to the Bidder. Failure to comply with the conditions set forth in the purchase order shall be deemed a breach of contract subjecting the Bidder to forfeiture of the bid bond or other posted security and other possible penalties.

IB-09 NOTICE TO PROCEED/DELIVERY: After award of bid, a purchase order shall be issued bearing the terms of delivery. Upon receipt of purchase order, successful bidder shall acknowledge receipt of same by either fax or mail, and shall commence prosecution of order so that the agreed upon delivery date will be satisfied.

IB-10 PAYMENT: Request for payment must be submitted to the Charlotte County Purchasing Division on a form approved by the County. Price shall be net and all invoices payable according to the Local Government Prompt Payment Act (F.S.218.74).

IB-11 PERFORMANCE EVALUATION: At the end of the contract, the receiving department will evaluate the successful bidder's performance. This evaluation will become public record.

IB-12 ARITHMETIC DISCREPANCIES:

A. For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bid forms as submitted by bidders:

1. Obviously misplaced decimal points will be corrected.
2. In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.
3. Apparent errors in addition of lump sum and extended prices will be corrected.

B. For the purpose of bid evaluation, the County will proceed on the assumption that the bidder intends his bid be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above, and the bid will be so reflected on the tabulation of bids.

IB-13 DESCRIPTIVE INFORMATION: Unless otherwise specifically provided in the specifications, all equipment, materials and articles incorporated in the work covered by the contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, make or catalogue number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the bidder wishes to make a substitution to the specifications, the bidder shall furnish to the County the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution, and such substitution shall be subject to County approval. Substitutions shall be approved only if determined by the County to be equivalent to the specifications. A bid containing a substitution is subject to disqualification if the substitution is not approved by the County.

Specified items bid shall be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, or appropriate attachments.

IB-14 QUALITY GUARANTEE: If any product delivered does not meet applicable specifications, or if the product will not produce the effect that the successful bidder represents to the County, the successful bidder shall pick up the product from the County at no expense to the County. Also, the successful bidder shall refund to Charlotte County any money which has been paid for same. The successful bidder will be responsible for reasonable County attorney fees expended to obtain compliance with this provision in the event the successful bidder defaults under this provision.

IB-15 REGULATIONS:

A. It shall be the responsibility of each supplier to assure compliance with any OSHA, EPA, and/or other Federal or State of Florida rules, regulations or other requirements, as each may apply.

B. Bidder must be authorized to transact business and be properly licensed in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Charlotte County will apply to any resulting contract.

IB-16 CODE OF ETHICS: With respect to this bid, if any bidder violates or is a party to a violation of the State of Florida/Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for Charlotte County.

IB-17 COLLUSION: By offering a submission to this invitation for bid, the bidder certifies the bidder has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with this bid:

- any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor;
- any prices and/or cost data quoted for this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor;
- no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into; and
- no person or agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

IB-18 SOURCE OF SUPPLY AND SUBCONTRACTORS: Bidders are to complete the attached Source of Supply and Subcontractors form. This form must be completed and included with the bid form. If bidder does not have a source of supply or subcontractor, insert "to be determined". When source or subcontractor is determined, selection will be subject to County approval.

IB-19 DRUG FREE WORKPLACE FORM: It is strongly suggested that the attached Drug Free Workplace Form be signed and returned to this office with the bid form. In the event of a tie bid, the presence of a valid and accurate form may be used as a basis for awarding the contract.

IB-20 PUBLIC ENTITY CRIMES: In accordance with Florida Statutes Sec. 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods/services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list".

IB-21 CANCELLATION/TERMINATION OF CONTRACT: The County shall have the right to cancel, terminate or suspend the contract, in whole or in part, by providing the Contractor 30 days written notice by certified mail.

It is expressly understood by the County and the Contractor that funding for any successive fiscal years of the contract is contingent upon appropriation of monies by the Charlotte County Board of County Commissioners. In the event that funds are not available or are not appropriated, the County reserves the right to terminate the contract. The County will be responsible for payment of any outstanding invoices and work completed by the Contractor prior to such termination.

Pursuant to Section 287.135(3)(a)4 of the Florida Statutes, Charlotte County may, at its sole option, terminate any Agreement valued at \$1,000,000 or more if the Contractor is found to have submitted a false certification, has been placed on the *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, or has been engaged in business operations in Cuba or Syria or a boycott of Israel.

Pursuant to Section 287.135(3)(b) of the Florida Statutes, Charlotte County may, at its sole option, terminate any Agreement in any amount if the Contractor is found to have been placed on the *Scrutinized Companies that Boycott Israel List*, or is engaged in a boycott of Israel.

IB-22 INDEMNIFY: After notification of award, the successful bidder shall indemnify and hold harmless the County, its officers, employees, agents and volunteers, from action, including any court costs or attorneys' fees arising from, or as a result of, any act or omission by bidder, its officers, employees, licensees, invitees, contractors, agents or assignees, in the performance of the services and/or the delivery of goods for which the resulting agreement was entered into. Bidder agrees that the first ten dollars (\$10.00) of compensation received under the resulting agreement represents specific consideration for the indemnification obligation. Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute 768.28.

IB-23 TAXES: The Contractor shall assume liability for Local, State, or Federal Tax that is applicable to the work.

IB-24 ASSIGNMENT: This agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Contractor without the prior written consent of the County.

IB-25 EQUAL EMPLOYMENT OPPORTUNITY: Charlotte County, Florida, in accordance with the provisions of Title VI of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

All bidders are hereby notified that the successful bidder (Contractor) must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. Specifically, Contractor agrees that:

- No person shall, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through the contract.
- Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- Contractor will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin or marital status.
- County may require Contractor to submit reports as may be necessary to indicate non-discrimination. County officials will be permitted access to Contractor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

It is expressly understood that County shall have the right to terminate the contract upon receipt of evidence of discrimination.

IB-26 CLAIMING STATUS AS A LOCAL BUSINESS: If bidder affirms that it is a local business as defined below and in accordance with Ordinance 2009-005 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on February 17, 2009, and Ordinance 2009-041 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on October 19, 2009, then the Affidavit Claiming Status as a Local Business, which is included as a part of the bid form, must be completed.

A. **Local Business Definition:** Local business means the company has a valid Business Tax Receipt issued by Charlotte County, Sarasota County or DeSoto County for at least six months prior to the bid submission to do business within Charlotte County, Sarasota County or DeSoto County that authorizes the business to provide the services or goods, and a physical business address located within the limits of Charlotte County, Sarasota County or DeSoto County from which the business operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a business shall not be considered having a "Local Business" unless it contributes to the economic development and well-being of these Counties in a verifiable and measurable way. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid to be eligible for consideration as having a "Local Business". A business that misrepresents the local preference status of its company in a bid to the County will lose the privilege to claim local preference for a one year period.

B. **Competitive bid (local price match option):** Each formal competitive bid solicitation shall clearly identify how the price order of the bids received will be evaluated and determined. When a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses, as defined below, is within five percent of the price submitted by the non-local business, each of the aforementioned local businesses shall have the opportunity to submit, a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business within five days of being notified by the Senior Division Manager of Purchasing in writing. Contract award shall be made to the responsive, responsible business submitting the lowest best and final bid. In the case of a tie in the best and final bid between a local business and a non-local business, contract award shall be made to the local business.

If requested by the County, the bidder will be required to provide documentation substantiating the information given in this affidavit. Charlotte County reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the bidder's submission being deemed non-responsive.

IB-27 EMPLOYEE BACKGROUND CHECK: If an owner, except a stockholder in a publicly traded corporation, or an employee of the Contractor has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Contractor shall ensure that the offender's or predator's work on the project is consistent with the terms of his probation and registry requirements.

IB-28 CONTRACTS PUBLIC RECORDS: Pursuant to Section 119.0701 of the Florida Statutes, Contractors performing government functions on behalf of the County must: a) keep and maintain public records associated with the contracted project; b) provide the public with access to public records pursuant to the terms of Chapter 119 of the Florida Statutes; c) ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law; and d) meet all requirements for retaining public records, transfer at no cost to the County all public records in their possession upon termination of the contract, and destroy any duplicate public records that are confidential and exempt.

**TECHNICAL SPECIFICATIONS & CONDITIONS
VEHICLES – ANNUAL CONTRACT
BID NO. 2015000509**

TS-01 PURPOSE: It is the intent of Charlotte County to purchase vehicles, on an “as required” basis, from a Ford Motor Company dealer. It is the specific purpose of this bid to establish a conditional contract for the required materials and to secure the cost and availability of the requirements for procurement from a source of supply that will give prompt and convenient service.

TS-02 BID PRICES/TERMS OF CONTRACT: Bidders shall bid unit prices, F.O.B., to Charlotte County Fleet Management, 18000 Paulson Drive, Port Charlotte, FL 33954. The prices bid shall include all costs for all transportation, labor, materials and equipment used in supplying and delivering said materials.

Bid prices shall be considered firm from October 1, 2018 through and including September 30, 2019. This bid may be extended/renewed for two (2) additional one (1) year periods, by mutual agreement, provided there are no changes in terms, conditions and prices.

Previous contract prices can be obtained by accessing the Charlotte County Purchasing Division's website at <https://purchasingbids.charlottecountyfl.gov> under “Purchasing Bids Online”, Historical Catalog. The previous Contract number for this project is **15-418** and is entitled ‘**Vehicles – Annual Contract**’.

TS-03 DELIVERY: All bids will indicate the lead time required for the established quantities to be delivered. Successful bidder will be held to delivery dates. Failure to meet delivery or lead time necessitating Charlotte County to make purchases from other sources, shall cause successful bidder to be held liable for the difference of cost between awarded bid price and the cost of the required purchase from another source.

Successful bidder shall notify the Fleet Manager or his designee, at a number to be provided to the awarded Bidder at least 24 hours prior to delivery. All deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., Monday through Friday, excluding legal holidays, unless otherwise agreed to by the receiving department.

TS-04 ESTIMATED QUANTITIES: The exact quantities for this bid cannot be determined at this time. No minimum amount is guaranteed or implied. Purchase orders will be issued on an ‘as required’ basis.

TS-05 SCOPE:

A. GENERAL: The vehicles to be purchased under this bid are automobiles, sport utility vehicles, passenger vans, light duty vans, light duty trucks, and light duty cab/chassis. Light duty vans, trucks, and cab/chassis cover all models up to and including Class 6 (19,501 to 37,000 lbs. GVW).

Contractors shall bid a percentage discount off of the Ford factory invoice, which shall include the vehicle base price, freight charges, and all factory production options. The invoice submitted will be verified by the County by using Kelley Blue Book's New Car Pricing. In the event of a discrepancy, the Kelley Blue Book New Car Pricing shall supersede the submitted invoice.

Charlotte County shall participate in all fleet incentives, price incentives, and/or rebates available to the bidder in addition to the percentage discount bid. Each vehicle purchased under this contract shall include as part of the base vehicle price:

- vehicle preparation costs
- delivery
- three (3) complete sets of keys

The percentage discount submitted by Bidder should take these factors into account.

From the date of the purchase order, the bidder shall have ninety (90) days to deliver (including acceptance) normal production vehicles and one hundred twenty (120) days to deliver (including acceptance) vehicles with dealer installed options. The bidder shall be held to the stated delivery times, except in such cases where the delivery will be delayed due to a natural disaster. Natural disasters are defined as hurricanes or other acts of God. In these cases the bidder shall notify Charlotte County's Fleet Management Division in writing of the delays 30 days prior, when possible, to the original contract delivery date. Should a manufacturer experience production delays or a shutdown, Charlotte County reserves the right to cancel any outstanding orders and purchase said vehicle from another source.

B. DEALER INSTALLED OPTIONS: Dealer installed options may include but are not limited to strobe lights, bedliners, utility bodies, and cranes. See TS-06, Criteria for Award, for the approved list of authorized manufacturers to be used for dealer installed options. Only manufacturers on this list will be accepted. The Fleet Management Division will provide the awarded bidder with updated lists of approved manufacturers for dealer installed options as needed throughout the contract period. All prospective bidders must provide a percentage figure above "actual invoice" for any dealer installed options performed by a sub-contractor. Copies of actual invoices must be provided as backup.

Charlotte County Fleet Management will provide the awarded bidder a list of dealer installed options required for each vehicle as they are ordered. Upon request of these items, the dealer shall provide Fleet Management pricing, excluding markup, within three (3) working days. Responses must be either faxed to 941-575-3671 or electronically mailed to Fleet Management.

C. VEHICLE CONDITION: The bidder shall be responsible for delivering vehicles that are new and unused, properly serviced, clean, and in first class operating condition. Pre-delivery service, at a minimum, shall include the following:

1. Complete lubrication and check all fluid levels to assure proper fill
2. Adjustment of engine to proper operating condition
3. Inflate tires to proper pressure
4. Check for proper operation of all accessories, gauges, lights, mechanical and hydraulic features
5. Cleaning of vehicle, if necessary, and removal of all unnecessary items such as tags, stickers and papers. **DO NOT REMOVE WINDOW PRICE STICKER**
6. Overall check for safe operating condition
7. All units must contain no less than 1/2 tank of fuel as indicated by the vehicle's fuel gauge at the time of delivery. If a vehicle is delivered with less than 1/2 tank of fuel as indicated by the vehicle's fuel gauge, the bidder shall be assessed \$40.00 dollars.
8. If a vehicle is delivered with more than 250 miles but less than 500 miles as indicated by the vehicle's odometer, the bidder shall be assessed \$0.50 cents per mile for all miles over 250. Vehicles with 500 miles or more as indicated by the vehicle's odometer may not be accepted.
9. All vehicles shall be delivered with three (3) complete sets of keys. If a vehicle is delivered without three (3) complete sets of keys, the bidder shall be assessed
10. Delivery does not constitute acceptance. Acceptance and authorization of payment will be given only after a thorough inspection indicates that the vehicle meets specifications and conditions listed herein.
11. Vehicles shall be delivered with each of the following documents satisfactorily completed:
 - Temporary license plate and/or county plate
 - Owner and/or operator manual(s).
 - Warranty certifications, including rustproofing, if applicable.
 - Copy of pre-delivery service report.
 - Window price sticker (still affixed).
12. All vehicles shall be equipped with all standard equipment as specified by the manufacturer for this model. All vehicles shall comply with the EPA Emission Standards, and all Motor Vehicle Safety Standards as established by the U.S. Department of Transportation regarding the manufacture of motor vehicles, and OSHA standards CFR 29 1910/1926.

The bidder understands that the bid covers a complete, fully operative unit, as specified by the purchase order and enclosures, including the mounting of all attachments and connections to the chassis.

D. TITLE, REGISTRATION, AND PLATES: All vehicles delivered under this contract shall be titled and registered by the successful bidder in accordance with Florida Statutes Chapters 319 and 320. Awarded bidder shall send any necessary form(s), which must be signed by an authorized representative of the Charlotte County Board of County Commissioners, with the vehicle upon delivery. Awarded bidder shall obtain necessary signature(s) and complete the title and registration process for the County, provide a 30 day temporary tag, and return a County license plate within twenty-five days of the delivery of each vehicle.

The County shall reimburse the Contractor for the actual fees involved in the title application, registration, and obtaining of new license plates as charged by the State of Florida. The cost shall be listed as a separate line item on the invoice presented for payment on each vehicle. Separate invoicing for this reimbursement will not be accepted.

NOTE: Charlotte County is self-insured; therefore, a "Proof of Insurance" form is not required.

TS-06 CRITERIA FOR AWARD: The award of this bid will be made to the lowest, responsive, responsible Bidder, who meets or exceeds the requirements of these specifications.

The County reserves the right to reject the bid proposal of any bidder who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the contract. If, after bid opening, the lowest bidder is deemed non-responsive by the County, such bidder shall receive written notice from the County of this determination. The bidder shall have five (5) business days from the date of this notice to dispute the determination and to provide to the County any additional information it deems relevant regarding the bidder's responsibility. The County shall make a final determination regarding the bidder's responsibility at the time of award of the contract.

LIST OF AUTHORIZED MANUFACTURERS TO BE USED FOR DEALER INSTALLED OPTIONS includes, but is not limited to:

EFFECTIVE 10/01/2019

- | | |
|--|--|
| 1. EMERGENCY AND WARNING LIGHTS: | 7. UTILITY AND STAKE BODIES: |
| A. STROBE - NORTH AMERICAN SIGNAL COMPANY | A. KNAPHEIDE |
| B. ROTATING BEACON – TARGET TECH (FEDERAL SIGNAL CORP) | B. READING |
| C. CORNER INTERCEPT – NOVA ELECTRONICS | 8. CRANES: |
| 2. BEDLINERS: | A. AUTO-CRANE |
| A. DURALINER | B. LIFT MOORE |
| B. RHINO LININGS | 9. DUMP AND FLAT BED DUMP HOISTS: |
| C. LINEX SPRAY IN | A. VENCO CONVERSION HOISTS |
| 3. TOOL BOXES: | B. RUGBY |
| A. DELTA | 10. TRUCK AND VAN ACCESSORIES: |
| B. DAYTON | A. SILVER SHIELD SYSTEMS |
| 4. TRAILER HITCHES: | B. TAILGATERS |
| A. DRAW-TITE | C. MASTERACK |
| B. REESE | D. AMERICAN VANS |
| 5. LIFT GATES: | 11. SERVICE & PARTS MANUALS (CD OR HARD COPY): |
| A. TOMMY GATE | A. HELMS PUBLISHING |
| 6. ALUMINUM DUMP BODY INSERTS: | 12. LAP TOP MOUNTS |
| A. TRUCK CRAFT | A. KODIAK MOBILE CF31 IDOCK |
| B. EZ DUMPER | B. JOTTO DESK |
| | 13. REAR MOUNTED CAMERA |
| | A. ZONE DEFENSE |

**BID FORM
VEHICLES – ANNUAL CONTRACT
BID NO. 2018000509**

TO: Senior Division Manager - Purchasing
Board of County Commissioners
Charlotte County Administration Center
18500 Murdock Circle
Port Charlotte, FL 33948-1094

The undersigned, as bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, General Provisions, Special Provisions, Technical Specifications & Conditions, Insurance, Safety & Health Requirements, Bid Form, Plans, Permit Fees, MOT Policy and any other documentation for

VEHICLES – ANNUAL CONTRACT

and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price(s) submitted. The above specified documents are herein incorporated into the Bid Form and shall be defined as the contract documents.

Please Note: For bid evaluation purposes, award will be based on the lowest total of the following vehicle and dealer installed option purchases, calculated at the percentage discount (for vehicles) and percentage mark-up (for dealer installed options) submitted by each bidder. These quantities and descriptions are not actual and may vary considerably. They are only given as a means of determining / calculating the lowest responsive, responsible bidder.

NEW VEHICLE PURCHASES:

PERCENTAGE DISCOUNT OFF OF FORD FACTORY INVOICE	X	VEHICLE FOR FACTORY INVOICE/DESCRIPTION	=	DOLLAR AMOUNT OF DISCOUNT	→	NET COST (LIST PRICE LESS DISCOUNT)
%	X	\$34,239.00 (2018 Explorer 2WD SU 4D Auto XLT)	=	\$	→	\$
%	X	\$37,818.00 (2018 F250 Super Duty Regular Cab XLT)	=	\$	→	\$
SUB-TOTAL						\$

DEALER INSTALLED OPTIONS:

PERCENTAGE MARK-UP	X	DEALER INSTALLED OPTIONS ACTUAL INVOICE/DESCRIPTION	=	DOLLAR AMOUNT OF MARK-UP	→	NET COST (ACTUAL INVOICE PLUS MARK-UP)
%	X	\$135.00 (Window Tint on a 2018 Explorer SU XLT)	=	\$	→	\$
%	X	\$135.00 (Window Tint on a 2018 F250 XLT)	=	\$	→	\$
SUB-TOTAL						\$

TOTAL COST OF PURCHASING ONE (1) 2018 FORD EXPLORER SU XLT WITH WINDOW TINT, AND ONE (1) 2018 FORD F250 SUPER XLT WITH WINDOW TINT:	\$
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Reminder: From the date of the purchase order, the bidder shall have ninety (90) days to deliver (including acceptance) normal production vehicles and one hundred twenty (120) days to deliver (including acceptance) vehicles with dealer installed options.

Please indicate by (✓) that you have included the following documentation with your bid:

() **Business Tax Receipt:** (Only required if claiming status as a "Local Business" and must be valid for at least six months prior to the bid submission)

Name of Bidder: BARTOW FORD CO

(This form to be returned)

Local Business Status: If Bidder affirms that it is a local business as defined in IB-26 and in accordance with Ordinance 2009-005 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on February 17, 2009, and Ordinance 2009-041 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on October 19, 2009, then the Affidavit Claiming Status as a Local Business, which is included as a part of this bid package, must be completed and returned.

☐ Yes, our business qualifies as a Local Business and has completed and attached the 'Affidavit Claiming Status as a Local Business' as a part of our submission.

☒ No, our business does not qualify as a Local Business.

NOTE: In accordance with Florida Statutes, Section 119.071(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.071(1)(b)2 and s. 24(a), Art. I of the State Constitution, except as provided by Florida Statutes 255.0518, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Upon release of the intended decision, if you wish to obtain the quote results, you may do so by visiting our Website at <http://purchasingbids.charlottecountyfl.gov/> under "Purchasing Bids Online", document number 185094. No information regarding the submittal will be divulged over the telephone.

If notified of the acceptance of this bid form, the undersigned agrees to execute a Contract for the stated compensation in the form as prescribed by the County, within the time constraints outlined in Instructions to Bidders.

The signature below is a guarantee that the Bidder will not withdraw his/her bid for a period of sixty (60) days after the scheduled time for opening the bids.

In accordance with section 287.135, Florida Statutes, the undersigned certifies that the company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and does not have business operations in Cuba or Syria (if applicable) or the Scrutinized Companies that Boycott Israel List, or is not participating in a boycott of Israel.

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the price bid.

Addendum No. 1, Dated 8/21; Addendum No. _____, Dated _____; Addendum No. _____, Dated _____

Addendum No. 2, Dated 8/27; Addendum No. _____, Dated _____; Addendum No. _____, Dated _____

HOLD HARMLESS AGREEMENT: The bidding firm as indicated below, through the signing of this document by any authorized party or agent, indemnify, hold harmless and defend Charlotte County, a political subdivision of the State of Florida, its officers, agents, employees, and volunteers from all suits and actions, including attorney's fees and all costs of litigation and judgment of every name and description brought against the County as a result of loss, damage or injury to person or property by reason of any act or failure to act by the bidding firm, its agents, servants or employees.

Type of Organization (Please Check One): Individual Ownership _____ Joint Venture _____
Partnership _____ Corporation X

Name of Bidding Firm BARTOW FORD

Mailing Address 2800 US HWY 98 NORTH

Location Address 2800 US HWY 98 NORTH

City & State BARTOW, FL ZIP 33830

Telephone: (813) 477-0052 Fax Number: (863) 535-1038 E-mail: THEFORDTRUCKGUY@GMAIL.COM

Signature of person authorized to bind the Company: _____

Print Name/Title of person authorized to bind the Company: RICHARD WEISSINGER COMMERCIAL FLEET SALES

Date: 8/29/18
(This form to be returned)

AFFIDAVIT
Claiming Status as a Local Business

Bidder affirms that it is a local business as defined below and in accordance with the following: Ordinance 2009-005 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on February 17, 2009; and Ordinance 2009-041 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on October 19, 2009.

A. Local Business Definition:

Local business means the company has a valid Business Tax Receipt issued by Charlotte County, Sarasota County or DeSoto County for at least six months prior to the bid submission to do business within Charlotte County, Sarasota County or DeSoto County that authorizes the business to provide the services or goods, and a physical business address located within the limits of Charlotte County, Sarasota County or DeSoto County from which the business operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a business shall not be considered having a "Local Business" unless it contributes to the economic development and well-being of these Counties in a verifiable and measurable way. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid to be eligible for consideration as having a "Local Business". A business that misrepresents the local preference status of its company in a bid to the County will lose the privilege to claim local preference for a one year period.

B. Competitive bid (local price match option):

Each formal competitive bid solicitation shall clearly identify how the price order of the bids received will be evaluated and determined. When a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses, as defined below, is within five percent of the price submitted by the non-local business, each of the aforementioned local businesses shall have the opportunity to submit, a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business within five days of being notified by the Senior Division Manager of Purchasing in writing. Contract award shall be made to the responsive, responsible business submitting the lowest best and final bid. In the case of a tie in the best and final bid between a local business and a non-local business, contract award shall be made to the local business.

If requested by the County, the bidder will be required to provide documentation substantiating the information given in this affidavit. Charlotte County reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the bidder's submission being deemed non-responsive.

Company Name: _____

Signature: _____

Title: _____

Year Business Established: _____ Circle the appropriate County: Charlotte DeSoto Sarasota

State of Florida
County of _____

Sworn to and subscribed before me, a Notary Public, for the above State and County on this _____ day of _____, 20____.

Notary Public

Commission Expiration

(Affix Official Seal)

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

This page to be returned only if Contractor is claiming a Local Business Status.

SOURCE OF SUPPLY AND SUBCONTRACTORS

The following sources of supply and subcontractors shall be used for the **VEHICLES – ANNUAL CONTRACT** project. If bidder does not have a source of supply or subcontractor, insert "to be determined". When a source or subcontractor is determined, selection will be subject to County approval. (If not applicable, state N/A).

Source of Supply	Subcontractor(s)
1. <u>EMERGENCY & WARNING LIGHTING</u>	1. <u>WHELEN / SOUNDOFF / FED SIG / NOVA / STAR</u>
<u>BEDLINERS</u>	<u>FORD / DURA LINER / RHINO LININGS / LINEX</u>
2. <u>TRAILER HITCH</u>	2. <u>FORD / DRAW TIGHT / REESE</u>
<u>UTILITY & STAKE BODIES</u>	<u>KNAPHEIDE / READING / PREMIER</u>
3. <u>CRANES</u>	3. <u>VENTURO / AUTO CRANE / LIFT MOORE</u>
<u>DUMP BODIES</u>	<u>KNAPHEIDE / RUGBY / VENCO / GODWIN</u>
4. <u>LIFTGATES</u>	4. <u>TOMMY GATE / WALTCO</u>
<u>ALUMINUM DUMP BODY INSERTS</u>	<u>TRUCK CRAFT / EZ DUMPER</u>
5. <u>TRUCK & VAN ACCESSORIES</u>	5. <u>MASTER RACK / RANGER / ARDIEN STEEL</u>
<u>LAP TOP MOUNTS</u>	<u>HAVIS / JOTTO / GAMBER</u>
<u>SERVICE & PARTS MANUALS</u>	<u>HELM PUBLISHING</u>
<u>REAR MOUNTED CAMERA</u>	<u>THIS IS NOW A FACTORY ITEM</u>

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that BARTOW FORD
(name of business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature _____

Dated 8/28/18

Name of Bidder: BARTOW FORD

(This form to be returned)

BID FORM
VEHICLES – ANNUAL CONTRACT
BID NO. 2018000509

TO: Senior Division Manager - Purchasing
Board of County Commissioners
Charlotte County Administration Center
18500 Murdock Circle
Port Charlotte, FL 33948-1094

The undersigned, as bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, General Provisions, Special Provisions, Technical Specifications & Conditions, Insurance, Safety & Health Requirements, Bid Form, Plans, Permit Fees, MOT Policy and any other documentation for

VEHICLES – ANNUAL CONTRACT

and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price(s) submitted. The above specified documents are herein incorporated into the Bid Form and shall be defined as the contract documents.

PERCENTAGE DISCOUNT OFF OF FORD FACTORY INVOICE (NEW VEHICLE PURCHASES) 4.06 %

PERCENTAGE MARK-UP ON DEALER INSTALLED OPTIONS 0.00 %

Reminder: From the date of the purchase order, the bidder shall have ninety (90) days to deliver (including acceptance) normal production vehicles and one hundred twenty (120) days to deliver (including acceptance) vehicles with dealer installed options.

Please indicate by (✓) that you have included the following documentation with your bid:

() Business Tax Receipt: (Only required if claiming status as a "Local Business" and must be valid for at least six months prior to the bid submission)

Charlotte County Administration Center
18500 Murdock Circle
Port Charlotte, FL 33948-1094

The undersigned, as bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, General Provisions, Special Provisions, Technical Specifications & Conditions, Insurance, Safety & Health Requirements, Bid Form, Plans, Permit Fees, MOT Policy and any other documentation for

VEHICLES – ANNUAL CONTRACT

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Reminder: From the date of the purchase order, the bidder shall have ninety (90) days to deliver (including acceptance) normal production vehicles and one hundred twenty (120) days to deliver (including acceptance) vehicles with dealer installed options.

Please indicate by (✓) that you have included the following documentation with your bid:

() Business Tax Receipt: (Only required if claiming status as a "Local Business" and must be valid for at least six months prior to the bid submission)

Name of Bidder: BARTOW FORD

(This form to be returned)

9/28/2018

Richard Weissinger, Commerical Fleet Sales
BARTOW FORD
2800 US Hwy 98 North
Bartow, FL 33830

RE: NOTICE OF ACCEPTANCE

Dear Mr. Weissinger:

This letter shall serve as notification of official acceptance by the Board of County Commissioners of your Bid No. 2018000509, Vehicles - Vehicles, with your firm. The acceptance of your bid, properly executed by an authorized representative of the company, constitutes a binding contract.

Please note the following changes to the Bid Package:

Item 1 TS-05 SCOPE:, A. GENERAL, 5th paragraph states,

"From the date of the purchase order, the bidder shall have ninety (90) days to deliver (including acceptance) normal production vehicles and one hundred twenty (120) days to deliver (including acceptance) vehicles with dealer installed options. The bidder shall be held to the stated delivery times, except in such cases where the delivery will be delayed due to a natural disaster. Natural disasters are defined as hurricanes or other acts of God. In these cases the bidder shall notify Charlotte County's Fleet Management Division in writing of the delays 30 days prior, when possible, to the original contract delivery date. Should a manufacturer experience production delays or a shutdown, Charlotte County reserves the right to cancel any outstanding orders and purchase said vehicle from another source."

Please revise this to read:

"From the date of the purchase order, the bidder shall have 48 hours to place the vehicle(s) order with the Ford Motor Company, and shall provide the order number provided by Ford to Charlotte County along with the expected production time. For those vehicles requiring fabrication, the fabrication schedule shall be coordinated with a Charlotte County Fleet Department representative. The Awarded Contractor shall make every effort to provide Charlotte County with the vehicles ordered in a timely manner and shall keep Charlotte County up to date on all information regarding vehicle delivery including, but not limited to, production and/or fabrication delays.

Item 2 TS-05 SCOPE:, C. VEHICLE CONDITION, Item 8 states,

"If a vehicle is delivered with more than 250 miles but less than 500 miles as indicated by the vehicle's odometer, the bidder shall be assessed \$0.50 cents per mile for all miles over 250. Vehicles with 500 miles or more as indicated by the vehicle's odometer may not be accepted."

Please revise this to read:

"Vehicles not requiring fabrication shall be delivered with less than 250 miles as indicated by the vehicle's odometer. Allowances will be made for vehicles that require off-site fabrication, but vendor shall make the effort to keep mileage to a minimum. Vehicles with 1,000 miles or more as indicated by the vehicle's odometer may not be accepted without prior approval from Charlotte County.

Your signature below represents your concurrence with and acceptance of the terms set forth in this letter and bid submitted by your company on August 29, 2018. Please sign and return to this office by email or fax at 941-743-1384. Purchase Orders will be issued on an "as required" basis, and payment shall be made in accordance with the Local Government Prompt Payment Act of the Florida State Statutes.

The contract shall become effective immediately and shall remain in full force and effect through and including September 30, 2019, with option to renew for two additional one-year terms, by mutual consent.

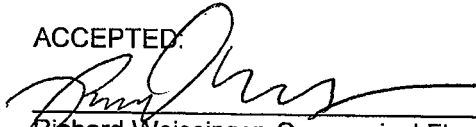
If you have any questions or concerns, please do not hesitate to contact Alisa L. True, CPPB, Senior Contract Specialist, at 941-743-1549.

Yours truly,

Kimberly A. Corbett, C.P.M., CPPB
Senior Division Manager - Purchasing

KAC/at

ACCEPTED:



Richard Weissinger, Commerical Fleet Sales

Date: 09/28/2018

cc: File

**ADMINISTRATIVE CONTRACT RENEWAL
APPROVAL FORM
VEHICLES - ANNUAL CONTRACT**

Contract #: 2018000509 Award Date: 9/25/2019 Awarded By: BOCC
Original Term: From: 10/1/2018 To: 9/30/2019 Renewal Term: From: 10/1/2019 To: 9/30/2020

Description & Background of Contract:

This is an annual contract that allows for the purchase of Ford vehicles on an 'as needed' basis.

On September 25, 2018, when the Charlotte County Board of County Commissioners formally approved the award of this contract, the Board also authorized the County Administrator to approve renewal options up to two additional one-year terms, at the same prices, terms, and conditions by mutual consent.

In accordance with the contract documents, this contract can be renewed for one (1) additional year under the same prices, terms, and conditions as the original contract. The term will be from October 1, 2019 through and including September 30, 2020.

Contract Specialist: Alisa L. True Phone: 941-743-1549 Fax: 941-743-1384
Contract Specialist E-mail: alisa.true@charlottecountyfl.gov

By acceptance of this contract renewal as indicated above and by all parties' signatures, the parties agree to extend the term of the contract with all other terms and conditions of the Contract to remain the same.

Fiscal Reviewed by:

Requested by: Richard Weissinger
Bartow Ford

Richard Weissinger
Signature/Date

Approved by: Gordon Burger
Budget and Administrative Services Director

Signature/Date

Approved by: Kimberly A. Corbett, C.P.M., CPPB
Charlotte County Purchasing

Signature/Date

Approved by: Ray Sandrock
County Administration

Signature/Date

March 17, 2020

Hillsboro Beach Police Department
Chief Nagy

DESCRIPTION		
K8A	2020 Ford Interceptor Utility	
99W	3.3L V6 Direct-Injection Hybrid System Engine	
44B	10 Speed Automatic Transmission	
	Front Headlamp Prep Includes pre-drilled hole for side marker police use, does not include LED installed lights (eliminates need to drill housing assemblies) and pre-molded side warning LED holes with standard sealed capability	
86T	Rear Taillight Prep Package Includes Pre-existing holes with standard twist lock sealed capability (does not include LED installed lights) (eliminates need to drill housing assemblies)	
43D	Dark Car Feature	
60A	Factory Grill, Lamp, Siren & Speaker Wiring	
51T	Whelen Factory LED Pillar Mounted Spotlight	
	Voice Activated Bluetooth	
55F	Keyless Entry Fob	
76R	Reverse Sensing	
	Factory Rear View Camera	
18D	Global Lock / Unlock Feature	
52T	Class III Trailer Tow Lighting Package	
76P	Pre-Collision Assist w/ Pedestrian Detection	
	Factory Invoice	\$41,953.00
	Government Price Concession Discount	\$2,600.00
	4.06% Contract Discount	\$1,597.73
		\$0.00
		\$0.00
		\$0.00
TOTAL PURCHASE AMOUNT PER UNIT		\$37,755.27

Pricing in accordance with the Charlotte County contract # 2018000509

If you have any questions or need any additional information please feel free contact me anytime.

Sincerely Yours,
Richard Weissinger
Commercial Fleet Sales
Direct Line (813) 477-0052
Fax (863) 533-8485

STROBES-R-US

STROBES-R-US
2681 HAMMONDVILLE RD
POMPANO BEACH, FL 33069



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A SPARTAN MOTORS BRAND

Official Estimate

Date	Estimate #
4/10/2020	20694

Bill To:
HILLSBORO BEACH POLICE 1210 HILLSBORO MILE HILLSBORO BEACH, FL 33062

Ship To:
HILLSBORO BEACH POLICE 1210 HILLSBORO MILE HILLSBORO BEACH, FL 33062

Reference	20 FORD EXPLR PPV PATROL HBPB			
Product	Description	Qty	Cust. Price	Total
183-0008	Circuit breaker, 50 amp thermal with manual reset, surface mount	1	48.75	48.75
GB8-STT-RB	48" CUSTOM DUO LEGACY BAR. FRONT IS 1/2 RED 1/2 BLUE WITH OVERRIDE TO WHITE SCENE. REAR IS 1/2 RED 1/2 BLUE WITH OVERRIDE TO AMBER ARROW. 2 CUSTOM PODS IN THE REAR ARE TRIO RED FOR STOP LIGHT	1	2,555.00	2,555.00
CCSRN5	CARBIDE APM CONTROL MODULE WITH CANPORT OBDII INTERFACE	1	0.00	0.00
CANCTL7	CANTROL (CENCOM TYPE) CONTROL HEAD WITH 21 BUTTONS AND ONE SLIDE SWITCH AND ONE MIC. NO CHARGE WHEN PURCHASED WITH CANTROL	1	0.00	0.00
CC5K4	2020 INTERCEPTOR UTILITY WITHOUT THE NEED TO ORDER A FACTORY OBD SPLITTER OPTION INSTALL KIT FOR CCSRN5	1	0.00	0.00
CCSRN4DA	WC EXTERNAL AMPLIFIER	1	0.00	0.00
SA315P	SA315P SPEAKER, BLACK PLASTIC	2	0.00	0.00
SAK1	SA-315 MOUNT KIT UNIVERSAL "L" BRACKET	2	0.00	0.00
36-2125	2020 Push Bumper Elite, Interceptor Utility 2020+, Ford	1	329.80	329.80
36-6005SRU4	WESTIN PUSH BUMPER TOP TUBE LIGHT CHANNEL TO HOLD 4 POD COMMANDER PLUS FOR SEDANS AND FORD EXPLORER VEHICLES	1	45.00	45.00
COMMANDERELITE4-2R 2B	DUO 4 POD COMMANDER ELITE WARNING STICK WITH 2 RED AND 2 BLUE PODS THAT GO ALL WHITE FOR SCENE	1	267.85	267.85
SRUS12D-RB-W	DUO 12 diode surface mount light head, black base (12~24VDC) RED/B LUE WITH WITE OVERRIDE 36" CABLE	2	89.65	179.30
COMMANDERPLUS6-3R 3B	6 POD COMMANDER PLUS WARNING AND DIRECTIONAL STICK WITH 3 RED AND 3 BLUE PODS	1	296.45	296.45
SRUS-L-3	"L" BRACKET FOR ARROW STICK 3"	2	8.25	16.50
VTX609J	VERTEX SUPER-LED SPLIT RED/BLU	2	64.90	129.80
HERO-A	HIDEAWAY LED W/AMBER INDICATOR LEDS/ R,B,A,W Warning LEDS (*Must use vehicle adaptor bezel for proper installation)	2	96.25	192.50
HERO-W	HIDEAWAY LED W/WHITE INDICATOR LEDS/ R,B,A,W Warning LEDS (*Must use vehicle adaptor bezel for proper installation)	2	96.25	192.50
Sales Tax (7.00%)				\$0.00
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	

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STROBES-R-US
2681 HAMMONDVILLE RD
POMPANO BEACH, FL 33069



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A SPARTAN MOTORS BRAND

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Ship To:
HILLSBORO BEACH POLICE 1210 HILLSBORO MILE HILLSBORO BEACH, FL 33062

Reference	20 FORD EXPLR PPV PATROL HBPD			
Product	Description	Qty	Cust. Price	Total
HERO-ADAPTER2	HIDEAWAY LED ADAPTOR FOR: 2020 INTERCEPTOR UTILITY REAR TURN ONLY, 2019 TAHOE REAR S/T/T (RED LENS AREA), 2019 F-150 3 CHAMBER REVERSE BULB ONLY	2	10.45	20.90
HERO-ADAPTER5	HIDEAWAY LED ADAPTOR FOR: 2020 INTRCEPTOR UTILITY REVERSE, 2019 F-150 REAR 3 CHAMBER STT	2	10.45	20.90
TLIJ	ION T-SERIES LINEAR SPLIT R/B	3	74.25	222.75
IONJ	ION LIGHT RED/BLUE	1	77.00	77.00
C-VS-1012-INUT	2020 AND NEWER Ford Interceptor Utility *ANGLED *Vehicle Specific 20" Console	1	330.20	330.20
CM009785-1	HVAC Relocation Bracket Kit	1	38.45	38.45
C-PM-124	2020 FORD INTERCEPTOR SUV 2020+ MODEL BROTHER POCKETJET INSERT FOR CONSOLE	1	141.70	141.70
PJ-722	USES 6" OF CONSOLE SPACE **2020+ MODELS**			
LB3603	BROTHER PENTAX POCKETJET 7 PRINTER 200 DPI	1	336.95	336.95
LB3692-003	MINI USB CABLE 10 FEET FOR BROTHER PENTAX PRINTER	1	14.99	14.99
C-ARM-102	POWER CABLE FOR BROTHER PENTAX PRINTER	1	27.00	27.00
C-MD-112	Side mount armrest	1	48.50	48.50
UT-1003	Tilt/swivel slide motion adapter	1	221.36	221.36
C-LP1-PS2-USB	Universal Rugged Cradle for approximately 11"-14" Computing Devices, with Added Depth	1	202.86	202.86
C-CUP2-I	Lighter plug outlet w/1 Switch & 1 USB cut outs	1	68.66	68.66
C-EB40-CCS-1P	Internal cup holders 4"	1	29.52	29.52
C-FP-4	HAVIS FACE PLATE FOR WHELEN CENCOM 4"	1	0.00	0.00
C-FP-25	4" Filler Plate	1	0.00	0.00
P1000UINT20AOSB	2-1/2" Filler Plate	1	0.00	0.00
SC-920-SRU-VERTICAL	2020 EXPLORER INTERCEPTOR UTILITY Single Compartment, Pro-cel I, 1/2 Partition, w/ Passenger Side Only Outboard Seat Belts	1	2,084.25	2,084.25
INSTALL	CUSTOM SANTA CRUZ GUN LOCK WITH 24" ADJUSTABLE RAIL AND SC-6 UNIVERSAL LOCK HEAD VERTICAL MOUNT	1	242.96	242.96
	CUSTOM INSTALLATION PER HOUR	28.50	55.00	1,567.50
Sales Tax (7.00%)				\$0.00
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	

STROBES-R-US

STROBES-R-US
2681 HAMMONDVILLE RD
POMPANO BEACH, FL 33069



STROBESRUS
A SPARTAN MOTORS BRAND

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Ship To:
HILLSBORO BEACH POLICE 1210 HILLSBORO MILE HILLSBORO BEACH, FL 33062

Reference	20 FORD EXPLR PPV PATROL HYPD			
Product	Description	Qty	Cust. Price	Total
	PREPARE AND RUN WIRE HARNESSSES PROGRAM CARBIDE SYSTEM 1 X BREAKER (183-0008) 1 X CUSTOM DUO LEGACY BAR. FRONT IS 1/2 RED 1/2 BLUE WITH OVERRIDE TO WHITE SCENE. REAR IS 1/2 RED 1/2 BLUE WITH OVERRIDE TO AMBER ARROW. 2 CUSTOM PODS IN THE REAR ARE TRIO RED FOR STOP LIGHT (GB8-STT-RB) 1 X CARBIDE SIREN SYSTEM WITH INSTALL KIT (CCSRN5, CC5K4) 1 X CARBIDE CONTROL HEAD (CACNTL7) 1 X DUAL AMPLIFIER (CCSRN4DA) 2 X SPEAKERS AND BRACKETS FRONT ON BUMPER (SA315P, SAK1) 2 X R/B LED IN HEADLIGHT CUTOUT NO DRILL (VTX609J) 4 X R/B - 2 EACH SIDE - R/B LED IN OEM BULB SOCKET NO DRILL (H ERO-A, ADAPTER-5, HERO-W, ADAPTER-2) 1 X PUSH BUMPER (36-2125) TO INCLUDE: 1 X LIGHT CHANNEL FOR 4 POD (36-6005SRU4) 1 X FRONT 4-POD R/B/R/B WITH WHITE OVERRIDE (COMEL4) 1 X SIDE R/B LED'S WITH WHITE OVERRIDE (SRUS12D-RB-W) 1 X R/B/R/B/R/B/ 6-POD LED STICK IN THE REAR DECK WARNING ONLY WITH BRACKET (LIGHT BAR WILL DO ARROW IN AMBER, COM+6, SRUS-L-3) 2 X R/B LED'S SIDE OF TAG VERTICAL (TLIJ) 1 X R/B LED REAR SIDE DOOR CAGE SIDE (TLIJ) 1 X R/B LED REAR SIDE DOOR *NON* CAGE SIDE (IONJ) 1 X CONSOLE WITH PRINTER HOLDER BUILT IN TO INCLUDE (BROT HER PENTAX PRINTER ONLY, C-VS-1012-INUT, C-PM-124) 1 X ARM REST (C-SRM-102) 1 X COMPUTER STAND WITH UNIVERSAL TRAY ON TOP OD CONSOLE FORWARD (C-MD-112, UT-1003) 1 X 12V AUX (CIG PLUG) AND 2 USB PORTS CHARGE ONLY (C-LP 1-PS2-USB) 1 X DUAL CUP HOLDER (C-CUP2-I) 1 X FACE PLATE FOR CARBIDE CONTROLLER (C-EB40-CCS-1P)			
Sales Tax (7.00%)				\$0.00
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	

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Ship To:
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Reference	20 FORD EXPLR PPV PATROL HYPD			
Product	Description	Qty	Cust. Price	Total
	FILLER PLATES 4 AND 2.5 INCH (C-FP-4, C-FP-2.5) 1 X HALF CAGE WITH OUTBOARD SEAT BELT SYSTEM (INCLUDES ALL MATERIALS AND SEAT, P1000UINT20AOSB) 1 X GUN LOCK TO BE MOUNTED ON HALF CAGE (SC-920-SRU-VERTICAL) NO TINT AND NO GRAPHICS ESTIMATED			
Please call in advance for an appointment		Subtotal		\$9,949.90
Approved By: _____		Sales Tax (7.00%)		\$0.00
PO #: _____		Total		\$9,949.90
Phone #	Fax #	E-mail	Web Site	
954-946-9955	954-946-9677	SALES@SRUS.COM	WWW.STROBES-R-US.COM	



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: RESOLUTION NO. 2020-37 Consideration to Approve the 2020 Amendment to Interlocal Agreement Providing for Division and Distribution of the Proceeds from the Broward County Additional Three-Cent Local Option Gas Tax on Motor Fuel (EXHIBIT 1)

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

Agenda Date: May 5, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

- ATTACHMENTS:**
1. Gas Tax Memo to Cities_2020_FINAL
 2. Local 6 Cents Tax Administrative Update Chart_2020
 3. 37 - Gas Tax 3 Cent 2020 (00371635xC4B6A)
 4. GASTAX3_2020 Amendment ex 1



Office of Management and Budget

115 S. Andrews Avenue, Room 404 • Fort Lauderdale, Florida 33301 • 954-357-6345 • FAX 954-357-6364

April 8, 2020

Dear Municipality:

Attached are the amendments to two interlocal gas tax agreements requiring approval by your municipal governing board no later than June 1, 2020. The two attached amendments for those gas tax agreements are required to adjust each City's percentage share based on updated population figures until they expire in 2024 and 2031. As a reminder, the "Original" Six Cents Local Option Gas Tax was renewed in 2018 for a period of 30 years from FY19-FY48. The updated BEBR population figures and the share of proceeds for FY21 are attached for your information.

Summary of Amendments

The two interlocal agreements and amendments are described below:

- The "additional" local option gas tax agreement levied in 1994 provides for Cities to receive 51.27% of three cents of gas tax. The Cities' share of this gas tax has increased over the years due to annexations, however, there were no annexations of populated areas effective September 2019 so the Cities' share of the three cents of gas tax will remain the same as last year. As a result, this amendment adjusts each City's percentage share of the 51.27% based on updated population figures.
- The "transit gas tax" agreement levied in 2001 provides for Cities to receive 26% of the proceeds of one cent of gas tax. This amendment includes adjustments to each City's percentage share based on updated population figures.

Revisions to Population Figures

The two interlocal agreements provide for the distribution of gas taxes among the Cities based on population figures published annually by the University of Florida Bureau of Economics and Business Research. The interlocal agreements also provide for the population numbers to be revised annually using the most current published figures.

Please place the two amendments on the agenda for approval by the municipal governing board as soon as possible and **return the signed agreement and a copy of your municipal resolution** to the County no later than June 1, 2020. This year we are accepting verifiable digital signatures, available through programs like DocuSign and Adobe. **Once we receive a majority of signed agreements from the cities, our County Attorney's office will execute the agreements and return an executed complete document which includes the agreement, county signature page and city signature pages for your records.** If you have any questions about the amendments, please contact Elise Cooper from the County's Office of Management and Budget at 954-357-6360.

Attached are copies of the above discussed amendments. **Please return three executed originals of each amendment which includes the agreement, city signature page, and a copy of your municipal resolution to:**

Steve Hammond, Acting Director
Broward County Public Works Department
Attention: Highway and Bridge Maintenance Division
1600 N.W. 30th Ave. (Blount Road)
Pompano Beach, FL 33069
Ph. (954) 357-6040

Sincerely, 
Norman Foster, Director
Office of Management and Budget

**"Original" Six Cents Local Option Gas Tax
Annual Administrative Update of BEBR Population
Year 3 of FY19 - FY48 per the Interlocal Agreement**

Recipient	FY21 Percent Share of Proceeds
Coconut Creek	1.156739%
Cooper City	0.669346%
Coral Springs	2.541570%
Dania Beach	0.625571%
Davie	2.052857%
Deerfield Beach	1.565444%
Fort Lauderdale	3.667018%
Hallandale Beach	0.784406%
Hillsboro Beach	0.038183%
Hollywood	2.971069%
Lauderdale-by-the-S	0.122798%
Lauderdale Lakes	0.722967%
Lauderhill	1.425888%
Lazy Lake	0.000511%
Lighthouse Point	0.208478%
Margate	1.164104%
Miramar	2.733959%
North Lauderdale	0.890210%
Oakland Park	0.897476%
Parkland	0.671670%
Pembroke Park	0.126185%
Pembroke Pines	3.308686%
Plantation	1.779238%
Pompano Beach	2.206631%
Sea Ranch Lakes	0.013548%
Southwest Ranches	0.151706%
Sunrise	1.838531%
Tamarac	1.287395%
Weston	1.325538%
West Park	0.299257%
Wilton Manors	0.253021%
Total Incorporated	37.500000%

Recipient	BEBR Population 4/1/19
Coconut Creek	58,742
Cooper City	33,991
Coral Springs	129,067
Dania Beach	31,768
Davie	104,249
Deerfield Beach	79,497
Fort Lauderdale	186,220
Hallandale Beach	39,834
Hillsboro Beach	1,939
Hollywood	150,878
Lauderdale-by-the-S	6,236
Lauderdale Lakes	36,714
Lauderhill	72,410
Lazy Lake	26
Lighthouse Point	10,587
Margate	59,116
Miramar	138,837
North Lauderdale	45,207
Oakland Park	45,576
Parkland	34,109
Pembroke Park	6,408
Pembroke Pines	168,023
Plantation	90,354
Pompano Beach	112,058
Sea Ranch Lakes	688
Southwest Ranches	7,704
Sunrise	93,365
Tamarac	65,377
Weston	67,314
West Park	15,197
Wilton Manors	12,849
Total Incorporated	1,904,340
Unincorporated Area	15,304
Total County	1,919,644

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

RESOLUTION NO. 2020-37

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER TOWN OFFICIALS TO EXECUTE THE 2020 AMENDMENT TO THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY REGARDING THE DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL; A COPY OF THE INTERLOCAL 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 Village to approve and authorize the proper Village official to execute the 2020 Amendment to the Interlocal Agreement with Broward County regarding the Distribution of the Proceeds From The Broward County Additional Three-Cent Local Option Gas Tax On Motor Fuel.

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

SECTION 1. The foregoing whereas clause is incorporated herein by reference and made part hereof.

SECTION 2. The Town Commission of the Town of Hillsboro Beach, FL hereby approves and authorizes the proper Village officials to execute the 2020 Amendment to the Interlocal Agreement with Broward County regarding the Distribution of the Proceeds from the Broward County Additional Three-Cent Local Option Gas Tax On Motor Fuel, which is attached as Exhibit A hereto.

SECTION 3. All Resolutions or parts of Resolutions in conflict with any of the provision of this resolution are hereby repealed.

SECTION 4. This Resolution shall become effective immediately upon its passage and adoption.

46 **ADOPTED** by the Town Commission of the Town of Hillsboro Beach, Florida this
47 ____ day of May, 2020.

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TOWN OF HILLSBORO BEACH, FLORIDA

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Deborah L. Tarrant

55

Mayor

56

57 **ATTEST:**

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61

Sherry D. Henderson, CMC

62

Town Clerk

RESOLUTION NO. 2020-37

RECORD OF TOWN COMMISSION VOTE:

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

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

This 2020 Amendment to Interlocal Agreement (the "2020 Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida (the "County"), and the municipalities executing a signature page bearing the above legend, each of which is a municipal corporation existing under the laws of the State of Florida (collectively the "Municipalities") (the County and Municipalities are collectively referred to as the "Parties").

RECITALS

A. Section 336.025(1)(b), Florida Statutes, authorizes the County to extend the levy of the additional three-cent local option gas tax upon every gallon of motor fuel sold in Broward County for a period not to exceed thirty (30) years on a majority vote of the governing body of the County.

B. The Broward County Board of County Commissioners enacted Section 31½-38, Broward County Code of Ordinances, effective January 1, 1994, through December 31, 2024, pursuant to Section 336.025(1)(b), Florida Statutes, imposing the levy of the three-cent (\$.03) local option fuel tax for thirty (30) years and providing for a method of distribution of the proceeds of the tax.

C. The method for distribution of the proceeds is established by an Interlocal Agreement with Municipalities representing a majority of the population of the incorporated area within the County.

D. Paragraph 3 of the Interlocal Agreement requires annual adjustment of the division and distribution of the proceeds based upon the population of the individual Municipalities and unincorporated Broward County in accordance with the population figures set forth in the most current edition of "Florida Estimates of Population," published by the Bureau of Economics and Business Research, Population Division, University of Florida.

NOW, THEREFORE, for good and valuable consideration, and pursuant to the authorization of Section 336.025(1)(b)2., Florida Statutes, the County and Municipalities agree as follows:

1. Paragraph 2 of the Interlocal Agreement, as previously amended, is hereby amended to read:

2. Forty-eight and Seventy-three One-hundredths percent (48.73%) of the total proceeds from the additional three-cent local option fuel tax shall be divided and distributed to the County, and the remaining Fifty-one and Twenty-seven One-hundredths percent (51.27%) of the total proceeds from the additional three-cent local option fuel tax shall be divided among and distributed to the

Municipalities within the County as follows:

$$\frac{\text{Population of Individual Municipality}}{\text{Total Incorporated Area Population}} \times 51.27\% =$$

Recipient	FY21 Percent Share of Proceeds
Coconut Creek	1.581494%
Cooper City	0.915130%
Coral Springs	3.474834%
Dania Beach	0.855281%
Davie	2.806666%
Deerfield Beach	2.140275%
Fort Lauderdale	5.013548%
Hallandale Beach	1.072439%
Hillsboro Beach	0.052203%
Hollywood	4.062045%
Lauderdale-by-the-Sea	0.167890%
Lauderdale Lakes	0.988440%
Lauderhill	1.949474%
Lazy Lake	0.000699%
Lighthouse Point	0.285031%
Margate	1.591563%
Miramar	3.737869%
North Lauderdale	1.217095%
Oakland Park	1.227030%
Parkland	0.918307%
Pembroke Park	0.172521%
Pembroke Pines	4.523635%
Plantation	2.432575%
Pompano Beach	3.016905%
Sea Ranch Lakes	0.018523%
Southwest Ranches	0.207413%
Sunrise	2.513639%
Tamarac	1.760126%
Weston	1.812276%
West Park	0.409144%
Wilton Manors	0.345930%
Total Incorporated	51.270000%

- Paragraph 3 of the Interlocal Agreement, as previously amended, is hereby

amended to read:

3. The population figures set out herein are based on the figures contained in the document referred to as the "Florida Estimates of Population," published on an annual basis by the Bureau of Economics and Business Research, Population Division, University of Florida. The population figures to be utilized in the formula described in Paragraph 2 of this Interlocal Agreement for the division and distribution of the proceeds from the additional three-cent local option fuel tax shall be adjusted annually based on the then-current "Florida Estimates of Population."

For the purpose of this Agreement, the population figures are as follows:

Recipient	BEBR Population 4/1/19
Coconut Creek	58,742
Cooper City	33,991
Coral Springs	129,067
Dania Beach	31,768
Davie	104,249
Deerfield Beach	79,497
Fort Lauderdale	186,220
Hallandale Beach	39,834
Hillsboro Beach	1,939
Hollywood	150,878
Lauderdale-by-the-Sea	6,236
Lauderdale Lakes	36,714
Lauderhill	72,410
Lazy Lake	26
Lighthouse Point	10,587
Margate	59,116
Miramar	138,837
North Lauderdale	45,207
Oakland Park	45,576
Parkland	34,109
Pembroke Park	6,408
Pembroke Pines	168,023
Plantation	90,354
Pompano Beach	112,058
Sea Ranch Lakes	688
Southwest Ranches	7,704
Sunrise	93,365

Recipient	BEBR Population 4/1/19
Tamarac	65,377
Weston	67,314
West Park	15,197
Wilton Manors	12,849
Total Incorporated	1,904,340
Unincorporated Area	15,304
Total County	1,919,644

3. This 2020 Amendment shall be effective as of the date it is executed by the County after having previously been executed by Municipalities cumulatively representing a majority of the incorporated area population of the County; the amended population figures and share of proceeds shall take effect as provided by applicable law.

4. In the event any provision within this 2020 Amendment is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the County or any executing Municipality necessary to maintain the cumulative majority referenced in the preceding paragraph elects to terminate the Interlocal Agreement. The election to terminate pursuant to this provision must be made within seven (7) days after such court ruling; provided, however, that if a timely notice appealing the court ruling is filed, the election shall be held in abeyance until the appeal is determined or dismissed.

5. Except to the extent amended, the Interlocal Agreement shall remain in full force and effect. In the event of any conflict between the terms of this 2020 Amendment and the Interlocal Agreement, as previously amended, the Parties acknowledge that this 2020 Amendment shall control.

6. This 2020 Amendment may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Parties have made and executed this 2020 Amendment to the Interlocal Agreement on the respective dates under each signature: Broward County through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on April 7th, 2020, and each Municipality, signing by and through the official indicated on each signature page, duly authorized to execute same.

COUNTY

WITNESSES:

Broward County, by and through
its County Administrator

Print Name: _____

By _____
Bertha Henry
County Administrator

Print Name: _____

_____ day of _____, 20____

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Scott Andron (Date)
Assistant County Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: COCONUT CREEK

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: COOPER CITY

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: CORAL SPRINGS

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: DANIA BEACH

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: DAVIE

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: DEERFIELD BEACH

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: FORT LAUDERDALE

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: HALLANDALE BEACH

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: HILLSBORO BEACH

By _____
Deborah L. Tarrant, Mayor

____ day of _____, 2020

ATTEST:

By _____
Sherry D. Henderson, CMC Town Clerk

William M. Serda, Town Manager

____ day of _____, 2020

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Donald J. Doody, Town Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: HOLLYWOOD

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: LAUDERDALE-BY-THE-SEA

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: LAUDERDALE LAKES

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: LAUDERHILL

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: LAZY LAKE

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: LIGHTHOUSE POINT

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: MARGATE

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: MIRAMAR

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: NORTH LAUDERDALE

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: OAKLAND PARK

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: PARKLAND

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: PEMBROKE PARK

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: PEMBROKE PINES

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: PLANTATION

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: POMPANO BEACH

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: SEA RANCH LAKES

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: SOUTHWEST RANCHES

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: SUNRISE

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: TAMARAC

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: WESTON

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: WEST PARK

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: WILTON MANORS

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: RESOLUTION NO. 2020-38 Consideration to Approve the 2020 Amendment to Interlocal Agreement Providing for Division and Distribution of the Proceeds from the Broward County Additional Fifth-Cent Local Option Gas Tax on Motor Fuel for Transit (EXHIBIT 2)

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

Agenda Date: May 5, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

- ATTACHMENTS:**
1. Gas Tax Memo to Cities_2020_FINAL
 2. Local 6 Cents Tax Administrative Update Chart_2020
 3. 38 - Gas Tax 5th Cent 2020 (00371647xC4B6A)
 4. GASTAX5_2020 Amendment ex 2



Office of Management and Budget

115 S. Andrews Avenue, Room 404 • Fort Lauderdale, Florida 33301 • 954-357-6345 • FAX 954-357-6364

April 8, 2020

Dear Municipality:

Attached are the amendments to two interlocal gas tax agreements requiring approval by your municipal governing board no later than June 1, 2020. The two attached amendments for those gas tax agreements are required to adjust each City's percentage share based on updated population figures until they expire in 2024 and 2031. As a reminder, the "Original" Six Cents Local Option Gas Tax was renewed in 2018 for a period of 30 years from FY19-FY48. The updated BEBR population figures and the share of proceeds for FY21 are attached for your information.

Summary of Amendments

The two interlocal agreements and amendments are described below:

- The "additional" local option gas tax agreement levied in 1994 provides for Cities to receive 51.27% of three cents of gas tax. The Cities' share of this gas tax has increased over the years due to annexations, however, there were no annexations of populated areas effective September 2019 so the Cities' share of the three cents of gas tax will remain the same as last year. As a result, this amendment adjusts each City's percentage share of the 51.27% based on updated population figures.
- The "transit gas tax" agreement levied in 2001 provides for Cities to receive 26% of the proceeds of one cent of gas tax. This amendment includes adjustments to each City's percentage share based on updated population figures.

Revisions to Population Figures

The two interlocal agreements provide for the distribution of gas taxes among the Cities based on population figures published annually by the University of Florida Bureau of Economics and Business Research. The interlocal agreements also provide for the population numbers to be revised annually using the most current published figures.

Please place the two amendments on the agenda for approval by the municipal governing board as soon as possible and **return the signed agreement and a copy of your municipal resolution** to the County no later than June 1, 2020. This year we are accepting verifiable digital signatures, available through programs like DocuSign and Adobe. **Once we receive a majority of signed agreements from the cities, our County Attorney's office will execute the agreements and return an executed complete document which includes the agreement, county signature page and city signature pages for your records.** If you have any questions about the amendments, please contact Elise Cooper from the County's Office of Management and Budget at 954-357-6360.

Attached are copies of the above discussed amendments. **Please return three executed originals of each amendment which includes the agreement, city signature page, and a copy of your municipal resolution to:**

Steve Hammond, Acting Director
Broward County Public Works Department
Attention: Highway and Bridge Maintenance Division
1600 N.W. 30th Ave. (Blount Road)
Pompano Beach, FL 33069
Ph. (954) 357-6040

Sincerely, 
Norman Foster, Director
Office of Management and Budget

**"Original" Six Cents Local Option Gas Tax
Annual Administrative Update of BEBR Population
Year 3 of FY19 - FY48 per the Interlocal Agreement**

Recipient	FY21 Percent Share of Proceeds
Coconut Creek	1.156739%
Cooper City	0.669346%
Coral Springs	2.541570%
Dania Beach	0.625571%
Davie	2.052857%
Deerfield Beach	1.565444%
Fort Lauderdale	3.667018%
Hallandale Beach	0.784406%
Hillsboro Beach	0.038183%
Hollywood	2.971069%
Lauderdale-by-the-S	0.122798%
Lauderdale Lakes	0.722967%
Lauderhill	1.425888%
Lazy Lake	0.000511%
Lighthouse Point	0.208478%
Margate	1.164104%
Miramar	2.733959%
North Lauderdale	0.890210%
Oakland Park	0.897476%
Parkland	0.671670%
Pembroke Park	0.126185%
Pembroke Pines	3.308686%
Plantation	1.779238%
Pompano Beach	2.206631%
Sea Ranch Lakes	0.013548%
Southwest Ranches	0.151706%
Sunrise	1.838531%
Tamarac	1.287395%
Weston	1.325538%
West Park	0.299257%
Wilton Manors	0.253021%
Total Incorporated	37.500000%

Recipient	BEBR Population 4/1/19
Coconut Creek	58,742
Cooper City	33,991
Coral Springs	129,067
Dania Beach	31,768
Davie	104,249
Deerfield Beach	79,497
Fort Lauderdale	186,220
Hallandale Beach	39,834
Hillsboro Beach	1,939
Hollywood	150,878
Lauderdale-by-the-S	6,236
Lauderdale Lakes	36,714
Lauderhill	72,410
Lazy Lake	26
Lighthouse Point	10,587
Margate	59,116
Miramar	138,837
North Lauderdale	45,207
Oakland Park	45,576
Parkland	34,109
Pembroke Park	6,408
Pembroke Pines	168,023
Plantation	90,354
Pompano Beach	112,058
Sea Ranch Lakes	688
Southwest Ranches	7,704
Sunrise	93,365
Tamarac	65,377
Weston	67,314
West Park	15,197
Wilton Manors	12,849
Total Incorporated	1,904,340
Unincorporated Area	15,304
Total County	1,919,644

State of Florida
Broward County
Town of Hillsboro Beach

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

RESOLUTION NO. 2020-38

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER TOWN OFFICIALS TO EXECUTE THE 2020 AMENDMENT TO THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY REGARDING THE DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR TRANSIT; A COPY OF THE INTERLOCAL 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 Village to approve and authorize the proper Village official to execute the 2020 Amendment to the Interlocal Agreement with Broward County regarding the Distribution of the Proceeds From The Broward County Additional Fifth-Cent Local Option Gas Tax On Motor Fuel For Transit.

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

SECTION 1. The foregoing whereas is clause are incorporated herein by reference and made part hereof.

SECTION 2. The Town Commission of the Town of Hillsboro Beach, FL hereby approves and authorizes the proper Village officials to execute the 2020 Amendment to the Interlocal Agreement with Broward County regarding the Distribution of the Proceeds From The Broward County Additional Fifth-Cent Local Option Gas Tax On Motor Fuel For Transit, which is attached as Exhibit A hereto.

SECTION 3. All Resolutions or parts of Resolutions in conflict with any of the provision of this resolution are hereby repealed.

SECTION 4. This Resolution shall become effective immediately upon its passage and adoption.

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

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TOWN OF HILLSBORO BEACH, FLORIDA

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Deborah L. Tarrant

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Mayor

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57 **ATTEST:**

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Sherry D. Henderson, CMC

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Town Clerk

RESOLUTION NO. 2020-38

RECORD OF TOWN COMMISSION VOTE:

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

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

This 2020 Amendment to Interlocal Agreement (the "2020 Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida (the "County"), and the municipalities executing a signature page bearing the above legend, each of which is a municipal corporation existing under the laws of the State of Florida (the "Municipalities") (the County and Municipalities are collectively referred to as the "Parties").

RECITALS

A. Section 336.025(1)(b), Florida Statutes, authorizes the counties to extend the levy of the additional fifth-cent local option gas tax upon every gallon of motor fuel sold in Broward County for a period not to exceed thirty (30) years on a majority vote of the governing body of the County.

B. On June 13, 2000, the Broward County Board of County Commissioners enacted Ordinance No. 2000-25, effective January 1, 2001, through December 31, 2031, pursuant to Section 336.025(1)(b), Florida Statutes, extending the levy of the additional fifth-cent local option gas tax for thirty (30) years and providing for a method of distribution of the proceeds of the tax.

C. The method for distribution of the proceeds is established by an Interlocal Agreement with Municipalities representing a majority of the population of the incorporated area within the County.

D. Paragraph 4 of the Interlocal Agreement requires annual adjustment of the division and distribution of the proceeds based upon the population of the individual Municipalities and unincorporated Broward County utilizing the population figures set forth in the most current edition of "Florida Estimates of Population," published by the Bureau of Economics and Business Research, Population Division, University of Florida.

NOW, THEREFORE, for good and valuable consideration, and pursuant to Section 336.025(1)(b), Florida Statutes, the County and Municipalities agree as follows:

1. Section 2.1 of the Interlocal Agreement, as previously amended, is hereby amended to read as follows:

2.1 Seventy-four percent (74%) of the total proceeds from the additional fifth-cent local option gas tax shall be distributed to the County. The remaining twenty-six percent (26%) shall be distributed to the Municipalities as follows:

$$\frac{\text{Population of Individual Municipality}}{\text{Total Incorporated Area Population}} \times 26.0000\%$$

Recipient	BEBR Population 4/1/19	FY21 Percent Share of Proceeds
Coconut Creek	58,742	0.802006%
Cooper City	33,991	0.464080%
Coral Springs	129,067	1.762155%
Dania Beach	31,768	0.433729%
Davie	104,249	1.423314%
Deerfield Beach	79,497	1.085374%
Fort Lauderdale	186,220	2.542466%
Hallandale Beach	39,834	0.543855%
Hillsboro Beach	1,939	0.026473%
Hollywood	150,878	2.059941%
Lauderdale-by-the-Sea	6,236	0.085140%
Lauderdale Lakes	36,714	0.501257%
Lauderhill	72,410	0.988615%
Lazy Lake	26	0.000355%
Lighthouse Point	10,587	0.144545%
Margate	59,116	0.807112%
Miramar	138,837	1.895545%
North Lauderdale	45,207	0.617212%
Oakland Park	45,576	0.622250%
Parkland	34,109	0.465691%
Pembroke Park	6,408	0.087489%
Pembroke Pines	168,023	2.294022%
Plantation	90,354	1.233605%
Pompano Beach	112,058	1.529931%
Sea Ranch Lakes	688	0.009393%
Southwest Ranches	7,704	0.105183%
Sunrise	93,365	1.274715%
Tamarac	65,377	0.892594%
Weston	67,314	0.919040%
West Park	15,197	0.207485%
Wilton Manors	12,849	0.175428%
Total Incorporated	1,904,340	26.000000%
Unincorporated Area	15,304	

Recipient	BEBR Population 4/1/19	FY21 Percent Share of Proceeds
Total County	1,919,644	

The population figures set forth above are based on the figures contained in the document referred to as the "Florida Estimates of Population," published on an annual basis by the Bureau of Economic and Business Research, Population Division, of the University of Florida. The population figures to be utilized in the formula described in this section for the distribution of the additional fifth-cent local option gas tax shall be adjusted annually based on the current Florida Estimates of Population.

2. This 2020 Amendment shall be effective as of the date it is executed by the County after having previously been executed by the Municipalities cumulatively representing a majority of the incorporated area population of the County; the amended population figures and share of proceeds shall take effect as provided by applicable law.

3. In the event any provision within this 2020 Amendment is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the County or any executing Municipality necessary to maintain the cumulative majority referenced in the preceding paragraph elects to terminate the Interlocal Agreement. The election to terminate pursuant to this provision must be made within seven (7) days after such court ruling; provided, however, that if a timely notice appealing the court ruling is filed, the election shall be held in abeyance until the appeal is determined or dismissed.

4. Except to the extent amended, the Interlocal Agreement shall remain in full force and effect. In the event of any conflict between the terms of this 2020 Amendment and the Interlocal Agreement, as previously amended, the Parties acknowledge that this 2020 Amendment shall control.

5. This 2020 Amendment may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Parties hereto have made and executed this 2020 Amendment to the Interlocal Agreement on the respective dates under each signature: Broward County through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on April 7th, 2020, and each Municipality, signing by and through the official indicated on each signature page, duly authorized to execute same.

COUNTY

WITNESSES:

Broward County, by and through
its County Administrator

Print Name: _____

By _____

Bertha Henry
County Administrator

Print Name: _____

_____ day of _____, 20____

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____

Scott Andron (Date)
Assistant County Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: COCONUT CREEK

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: COOPER CITY

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: CORAL SPRINGS

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: DANIA BEACH

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: DAVIE

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: DEERFIELD BEACH

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: FORT LAUDERDALE

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: HALLANDALE BEACH

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: HILLSBORO BEACH

By _____
Deborah L. Tarrant, Mayor

____ day of _____, 2020

ATTEST:

Sherry D. Henderson, CMC Town Clerk

By _____
William M. Serda, Town Manager

____ day of _____, 2020

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Donald J. Doody, Town Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: HOLLYWOOD

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: LAUDERDALE-BY-THE-SEA

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: LAUDERDALE LAKES

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: LAUDERHILL

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: LAZY LAKE

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: LIGHTHOUSE POINT

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: MARGATE

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: MIRAMAR

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: NORTH LAUDERDALE

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: OAKLAND PARK

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: PARKLAND

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: PEMBROKE PARK

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: PEMBROKE PINES

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: PLANTATION

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: POMPANO BEACH

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: SEA RANCH LAKES

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: SOUTHWEST RANCHES

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: SUNRISE

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: TAMARAC

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: WESTON

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: WEST PARK

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2020 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: WILTON MANORS

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: RESOLUTION NO. 2020-39 Consideration to Authorize Proper Town Officials to Execute Amendment No. 2 to the Town's State Revolving Loan Agreement Between the State of Florida and Town of Hillsboro Beach.

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

Agenda Date: May 5, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

- ATTACHMENTS:**
1. Agenda Cover Memo - SRL amendment
 2. 39 - Amendment 2 to the Town's SRF Loan Agreement (00372279xC4B6A)
 3. Amendment #2 State Revolving Fund Loan Agreement



1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

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

Agenda Item Cover Memo

Agenda Item: The Water Main Project -State Revolving Loan Amendment
Submitting Dept.: Finance Department
Agenda Date: May 5, 2020

1. BACKGROUND/HISTORY

Issue Statement: The proposed amendment to the State Revolving Loan for the Water Main Project requires review and approval. The deadline to accept the amendment to the Original State Revolving Loan is May 30, 2020.

2. CURRENT ACTIVITY

The total cost of the water main project was \$6,898,117; however, the original loan was for \$6,649,709. Should the Town choose to be fully reimbursed for the difference between the total cost of the project and the original loan amount, the attached loan amendment would need to be executed by the Commission.

The table below compares the original and final costs of the project. Please note there are two invoices totaling \$27,182 which are outstanding to Chen Moore. All other invoices have been paid by the Town.

Water Main Project Costs			
Category	Original Cost	Final Cost	Difference
Administrative Allowance	\$37,217	\$37,217	\$0
Engineering Allowance	\$396,986	\$392,093	(\$4,893)
Technical Services	\$12,610	\$17,350	\$4,740
Construction and Demolition	\$5,907,520	\$5,578,211	(\$329,310)
Contingencies	\$295,376	\$873,246	\$577,870
Total	\$6,649,709	\$6,898,117	\$248,408

Agenda Item: The Water Main Project -State Revolving Loan Amendment

Page 2

As shown below, the loan amendment would increase the annual payments to \$407,450, which is an increase of \$28,120 each year.

State Revolving Loan Agreement				
Loan	Amount	Interest	Authorized Disbursement Amount	Loan Payment Amounts
Original Loan	\$ 6,708,309	\$ 58,600	\$ 6,649,709	\$ 379,330
Amendment	\$ 456,299	\$ -	\$ 456,299	\$ 28,120
TOTAL	\$ 7,164,608	\$ 58,600	\$ 7,106,008	\$ 407,450

3. FINANCIAL IMPACT

The annual loan payments will increase by \$28,120. The amount collected each year from the water surcharge is approximately \$347,128; however, there is enough funds available in the loan reserve account which will cover the additional loan payments. The reserve was created from prior year surcharge revenue collected in advance of the first principal and interest payments.

Once the Town is fully reimbursed by the SRL loan, the cash reserve in the Utility fund will be approximately \$1.75M.

4. RECOMENDATION

The recommendation by staff would be to approve the loan amendment.

Attachments:

- 1) State Revolving Loan Amendment.

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

RESOLUTION NO. 2020-39

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER TOWN OFFICIALS TO EXECUTE AMENDMENT #2 TO THE TOWN'S STATE REVOLVING FUND LOAN AGREEMENT; A COPY OF THE AMENDMENT 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 approves and authorizes the proper Town officials to execute Amendment #2 to the Town's State Revolving Fund Loan Agreement.

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

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

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida, hereby approves and authorizes the proper Town officials to execute Amendment #2 to the Town's State Revolving Fund Loan Agreement, which is attached as Exhibit A hereto.

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

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

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

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

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

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TOWN OF HILLSBORO BEACH, FLORIDA

Deborah L. Tarrant, Mayor

9 **ATTEST:**

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Sherry D. Henderson, CMC
Town Clerk

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17

RESOLUTION NO. 2020-39

RECORD OF TOWN COMMISSION VOTE:

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26

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

**STATE REVOLVING FUND
AMENDMENT 2 TO LOAN AGREEMENT DW060261
TOWN OF HILLSBORO BEACH**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the TOWN OF HILLSBORO BEACH, FLORIDA, (Project Sponsor) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Project Sponsor shall be referred to as “Parties” or individually as “Party”.

The Department and the Project Sponsor entered into a Drinking Water State Revolving Fund Loan Agreement, Number DW060261, as amended, authorizing a Loan amount of \$6,649,709, excluding Capitalized Interest; and

The Project Sponsor is entitled to additional financing in the amount of \$456,299, excluding Capitalized Interest; and

Certain provisions of the Agreement need revision and several provisions need to be added to the Agreement.

The Parties hereto agree as follows:

1. Subsections 2.03(1) and (6) of the Agreement are deleted and replaced as follows:

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

State Resources Awarded to the Project Sponsor Pursuant to this Agreement Consist of the Following:					
State Program Number	Funding Source	CSFA Number	CSFA Title or Fund Source Description	Funding Amount	State Appropriation Category
Original Agreement	Drinking Water Revolving Loan TF	37.076	Drinking Water Facility Construction	\$7,106,008	140129

(6) Monitoring.

In addition to reviews of audits conducted in accordance with Section 215.97, F.S., as revised monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures. By entering into this Agreement, the Project Sponsor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Project Sponsor is appropriate, the Project Sponsor agrees to comply with any additional instructions provided by the Department to the Project Sponsor regarding such audit. The Project Sponsor

understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. The Project Sponsor will comply with this duty and ensure that any subcontracts issued under this Agreement will impose this requirement, in writing, on its subcontractors.

2. Article VI of the Agreement is deleted and replaced as follows:

6.01. EVENTS OF DEFAULT.

Upon the occurrence of any of the following events (the Events of Default) all obligations on the part of Department to make any further disbursements hereunder shall, if Department elects, terminate. The Department may, at its option, exercise any of its remedies set forth in this Agreement, but Department may make any disbursements or parts of disbursements after the happening of any Event of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further disbursement:

(1) Failure to make any Monthly Loan Deposit or to make any installment of the Semiannual Loan Payment when it is due and such failure shall continue for a period of 30 days.

(2) Except as provided in Subsections 6.01(1), failure to comply with the provisions of this Agreement, failure in the performance or observance of any of the covenants or actions required by this Agreement or the Suspension of this Agreement by the Department pursuant to Section 8.14, below, and such failure shall continue for a period of 30 days after written notice thereof to the Project Sponsor by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Project Sponsor contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading, or if Project Sponsor shall fail to keep, observe or perform any of the terms, covenants, representations or warranties contained in this Agreement, the Note, or any other document given in connection with the Loan (provided, that with respect to non-monetary defaults, Department shall give written notice to Project Sponsor, which shall have 30 days to cure any such default), or is unable or unwilling to meet its obligations thereunder.

(4) An order or decree entered, with the acquiescence of the Project Sponsor, appointing a receiver of any part of the Water or Sewer System or Gross Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Project Sponsor, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Project Sponsor, for the purpose of effecting a composition between the Project Sponsor and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Water or Sewer System.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Project Sponsor under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Project Sponsor, is not dismissed within 60 days after filing.

(7) Any charge is brought alleging violations of any criminal law in the implementation of the Project or the administration of the proceeds from this Loan against one or more officials of the Project Sponsor by a State or Federal law enforcement authority, which charges are not withdrawn or dismissed within 60 days following the filing thereof.

(8) Failure of the Project Sponsor to give immediate written notice of its knowledge of a potential default or an event of default, hereunder, to the Department and such failure shall continue for a period of 30 days.

6.02. REMEDIES.

All rights, remedies, and powers conferred in this Agreement and the transaction documents are cumulative and are not exclusive of any other rights or remedies, and they shall be in addition to every other right, power, and remedy that Department may have, whether specifically granted in this Agreement or any other transaction document, or existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Department may deem expedient. Upon any of the Events of Default and subject to the rights of others having prior liens on the Pledged Revenues, the Department may enforce its rights by, *inter alia*, any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, cause to establish rates and collect fees and charges for use of the Water and Sewer Systems, and to require the Project Sponsor to fulfill this Agreement.

(2) By action or suit in equity, require the Project Sponsor to account for all moneys received from the Department or from the ownership of the Water and Sewer Systems and to account for the receipt, use, application, or disposition of the Pledged Revenues.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.

(4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Water and Sewer Systems, establish and collect fees and charges, and apply the revenues to the reduction of the obligations under this Agreement.

(5) By certifying to the Auditor General and the Chief Financial Officer delinquency on loan repayments, the Department may intercept the delinquent amount plus six percent, expressed as an annual interest rate, penalty of the amount due to the Department from any unobligated funds due to the Project Sponsor under any revenue or tax sharing fund established by the State, except as otherwise provided by the State Constitution or State law. Penalty interest shall accrue on any amount due and payable beginning on the 30th day following the date upon which payment is due.

(6) By notifying financial market credit rating agencies and potential creditors.

(7) By suing for payment of amounts due, or becoming due, with interest on overdue payments together with all costs of collection, including attorneys' fees.

(8) By accelerating the repayment schedule or increasing the interest rate on the unpaid principal of the Loan to as much as 1.667 times the Financing Rate.

6.03. DELAY AND WAIVER.

No course of dealing between Department and Project Sponsor, or any failure or delay on the part of Department in exercising any rights or remedies hereunder, shall operate as a waiver of any rights or remedies of Department, and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder. No delay or omission by the Department to exercise any right or power accruing upon Events of Default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent Events of Default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

3. Section 8.12 of the Agreement is deleted and replaced as follows:

8.12. SCRUTINIZED COMPANIES.

(1) The Project Sponsor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Project Sponsor or its subcontractors are found to have submitted a false certification; or if the Project Sponsor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

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

(3) The Project Sponsor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(4) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

4. Additional financing in the amount of \$456,299, excluding Capitalized Interest, is hereby awarded to the Project Sponsor.

5. An interest rate of 1.18 percent per annum is established for the additional financing amount awarded in this amendment; however, if this amendment is not executed by the Project Sponsor and returned to the Department before October 1, 2019, the interest rate may be adjusted.

6. The estimated principal amount of the Loan is hereby revised to \$7,164,608, which consists of \$7,106,008 authorized for disbursement to the Project Sponsor and \$58,600 of Capitalized Interest. This total consists of the following:

(a) Original Agreement in the amount of \$6,708,309, including \$6,649,709 authorized for disbursement to the Project Sponsor and \$58,600 of Capitalized Interest, at an interest rate of 1.08 percent per annum; and

(b) Amendment 2 in the amount of \$456,299, including \$456,299 authorized for disbursement to the Project Sponsor and \$0 of Capitalized Interest, at an interest rate of 1.18 percent per annum.

The estimated principal does not reflect payments received to date.

7. An additional Loan Service Fee in the amount of \$9,126, for a total of \$142,120, is hereby estimated. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of \$7,106,008.

8. The Semiannual Loan Payment amount is hereby revised and shall be in the amount of \$203,725. Such payments shall be received by the Department on November 15, 2019 and semiannually thereafter on May 15 and November 15 of each year until all amounts due hereunder have been fully paid. Until this Agreement is further amended, each Semiannual Loan Payment will be proportionally applied, after deduction of the Loan Service Fee is complete, toward repayment of the amounts owed on each incremental Loan amount at the date such payment is due.

The Semiannual Loan Payment amount is based on the total amount owed of \$7,306,728, which consists of the Loan principal plus the estimated Loan Service Fee.

9. The Project Sponsor and the Department acknowledge that the actual cost of the Project has not been determined. Project cost adjustments may be made as a result of mutually agreed upon Project changes. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Project Sponsor receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as a result of an audit.

Funds disbursed in accordance with Section 4.08 of this Agreement shall be disbursed in the order in which they have been obligated without respect to budgetary line item estimates. All disbursements shall be made from the original Loan amount until that amount has been disbursed; the interest rate established for the original Loan amount shall apply to such disbursements for the purpose of determining the associated Capitalized Interest and repayment amount. The interest rate established for any additional increment of Loan financing shall be

used to determine the Capitalized Interest and repayment amount associated with the funds disbursed from that increment.

The estimated Project costs are revised as follows:

CATEGORY	PROJECT COSTS (\$)
Administrative Allowance	37,217
Engineering Allowance	396,986
Construction and Demolition	6,249,667
Contingencies	295,376
Technical Services	126,762
SUBTOTAL (Disbursable Amount)	7,106,008
Capitalized Interest	58,600
TOTAL (Loan Principal Amount)	7,164,608

10. Subsection 10.07(5) of the Agreement is revised as follows:

(5) The next Semiannual Loan Payment in the amount of \$203,725 shall be due November 15, 2019.

11. All other terms and provisions of the Loan Agreement shall remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 2 to Loan Agreement DW060261 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Project Sponsor has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for
TOWN OF HILLSBORO BEACH

Mayor
Deborah L. Tarrant

Attest:

Approved as to form and legal sufficiency:

Town Clerk
Sherry D. Henderson, CMC

Town Attorney
Donald J. Doody

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

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: Shutts & Bowen, LLP Invoice #1440770 Services thru Mar 2020 \$14,458.88

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

Agenda Date: May 5, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. Shutts & Bowen LLP - Invoice #1440770

SHUTTS & BOWEN LLP

ATTORNEYS AND COUNSELORS AT LAW

200 SOUTH BISCAYNE BOULEVARD, SUITE 4100

MIAMI, FLORIDA 33131

FORT LAUDERDALE (954) 524-5505 • JACKSONVILLE (904) 899-9950 • MIAMI (305) 358-6300 • ORLANDO (407) 423-3200

SARASOTA (941) 552-3500 • TALLAHASSEE (850) 521-0600 • TAMPA (813) 229-8900 • WEST PALM BEACH (561) 835-8500

E-mail: billing@shutts.com

RECEIVED

APR 08 2020

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

April 3, 2020
Atty No.: 0331
Invoice: 1440770

Client: 51416-0001

Re: *City of Deerfield Beach Litigation*

For professional services rendered thru: *March 31, 2020*

Total Service	7,600.00
Total Expense	0.00
Credits Applied	(0.00)
Current Balance Due	7,600.00
<i>Prior Balance Due</i>	<i>6,858.88</i>
Total Balance Due	\$14,458.88

The wiring instructions for the Shutts & Bowen SunTrust Bank Operating Account are:

Bank:	SunTrust Bank N.A.
Bank Location:	25 Park Place Atlanta, GA 30308
ABA No.:	061-000-104
Swift Code:	SNTRUS3A
Beneficiary Name:	Shutts & Bowen Operating Account
Beneficiary Account No.:	0189001217220
Reference Number:	51416-0001-1440770

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

April 3, 2020
Atty No.: 0331
Invoice: 1440770

Client: 51416-0001

Re: *City of Deerfield Beach Litigation*

For professional services rendered thru: *March 31, 2020*

Total Service	7,600.00
Total Expense	0.00
Credits Applied	(0.00)
Current Balance Due	7,600.00
<i>Prior Balance Due</i>	<i>6,858.88</i>
Total Balance Due	\$14,458.88

The wiring instructions for the Shutts & Bowen SunTrust Bank Operating Account are:

Bank:	SunTrust Bank N.A.
Bank Location:	25 Park Place Atlanta, GA 30308
ABA No.:	061-000-104
Swift Code:	SNTRUS3A
Beneficiary Name:	Shutts & Bowen Operating Account
Beneficiary Account No.:	0189001217220
Reference Number:	51416-0001-1440770

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

Atty No.: 0331
Invoice: 1440770

— SERVICES RENDERED —

Date	Description	Attorney	Hours
03/04/20	Review written discovery and prepare for meetings with counsel and shade meeting; attend conference call with Mr. Sweetapple and others	JMG	1.70
03/05/20	Prepare for and attend conference call with counsel to prepare for shade hearing	JMG	0.70
03/05/20	Review status email from J. Goldstein.	D6G	0.10
03/06/20	Conference with Mr. Doody in preparation of shade meeting and assist on advice as to review of shade meeting transcripts	JMG	1.20
03/09/20	Prepare for and attend shade meeting	JMG	5.90
03/10/20	Telephone calls with Messrs. Doody and Sweetapple regarding next steps; telephone conference with Mr. Cole regarding mediation	JMG	1.10
03/11/20	Assist with setting up mediation with Mr. Cole, potential mediators, and co-counsel	JMG	0.60
03/12/20	Telephone call with potential mediator John Freud; update co-counsel as to same; review trial deadlines	JMG	0.30
03/13/20	Prepare for and attend conference call with co-counsel and Mayor to discuss status and strategy; follow up with Mr. Cole and John Freud, potential mediator.	JMG	1.00
03/16/20	Assist with mediation preparations	JMG	0.20
03/18/20	Review correspondence to assist with mediation	JMG	0.20
03/24/20	Review correspondence as to mediation and discovery; prepare for same; conference with Cindy and Tim regarding same	JMG	1.60
03/30/20	Review correspondence as to mediation and arranging pre-mediation conference with counsel; prepare for same	JMG	0.60
Total Fees for Professional Services:			\$7,600.00

SHUTTS & BOWEN LLP

ATTORNEYS AND COUNSELORS AT LAW

200 SOUTH BISCAYNE BOULEVARD, SUITE 4100
MIAMI, FLORIDA 33131

FORT LAUDERDALE (954) 524-5505 • JACKSONVILLE (904) 899 - 9950 • MIAMI (305) 358-6300 • ORLANDO (407) 423-3200
SARASOTA (941) 552-3500 • TALLAHASSEE (850) 521-0600 • TAMPA (813) 229-8900 • WEST PALM BEACH (561) 835-8500

E-mail: billing@shutts.com

— FEES SUMMARY —

Attorney	Title	Hours	Rate	Total
Goldstein, Joseph M.	Partner	15.10	500.00	7,550.00
Getzoff, Deborah A.	Partner	0.10	500.00	50.00
Total		15.20		\$7,600.00



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 #20-0331-26 Services thru Mar 2020 \$6,083.87
Submitting Dept: Town Clerk, Sherry D. Henderson, Town Clerk
Agenda Date: May 5, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. LSF - March 2020 Invoice



Invoice Date: 3/31/2020
Date Invoice Submitted: 4/7/2020
Invoice #: 20-0331-26
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
Mar-20

SHUTTLE BUS	3 days a week 9:00am to 5:50pm (8.83/day)		
Mon - Wed - Fri	114.79 Service Hrs. @ \$53.00/Hr. 13 Svc Days @ 8.83 Svc Hrs/Day = 114.79 Svc Hrs. (see details)	\$	6,083.87

Total Amount due this Invoice	\$	6,083.87
-------------------------------	----	----------

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

Remittance Instructions:

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

Thank you for the Opportunity to Service your Transportation Needs

Town of Hillsboro Ridership Summary

March 2020

Daily Passengers:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
102		100		83	
85		92		84	
77		63		79	
68		64		69	
91					

0

Total Monthly Passengers:

1057

Daily Revenue Miles:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
108.0		110.0		110.0	
110.0		110.0		109.0	
110.0		110.0		110.0	
109.0		110.0		111.0	
110.0					

0.0

Total Monthly Revenue Miles:

1427.0

Total Scheduled Revenue Miles

1414.9

Total Vehicle Hours

125.7

Total Revenue Hours

114.8

Service Days

13

Missed Service in Minutes

0

Passengers per revenue hour

9.2

Total Monthly Vehicle Miles: **

1,732.5

Veh 1460

AM - 1st day this month

95,346

PM - Last day this month

97,262

Alt Veh # 1002

HILLSBORO BEACH

MARCH 2020

MONTHLY PASSENGER COUNTS

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly Total
102		100		83			95.00
85		92		84			87.00
77		63		79			73.00
68		64		69			67.00
91							91.00

MONTHLY PASSENGER PER HOUR (PPH) COUNTS

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly Total
17.00	0.00	16.67	0.00	13.83	0.00	0.00	10.56
14.17	0.00	15.33	0.00	14.00	0.00	0.00	9.67
12.83	0.00	10.50	0.00	13.17	0.00	0.00	8.11
11.33	0.00	10.67	0.00	11.50	0.00	0.00	7.44
15.17	0.00	0.00	0.00	0.00	0.00	0.00	10.11
0.00	0.00	0.00	0.00	0.00	0.00	0.00	



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: Calvin, Giordano & Associates, Inc (CG&A) Invoice #75974 Services thru Mar 2020 19,611.67
Submitting Dept: Town Clerk, Sherry D. Henderson, Town Clerk
Agenda Date: May 5, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. SAFEbuilt_179902_HILLSBORO BEACH BUILDING _75974_03-31-2020



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 75974
Date 03/31/2020

Project **179902 HILLSBORO BEACH BUILDING
CODE**

Billing period through March 31, 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	609,393.09	19,611.67
Total	0.00	609,393.09	19,611.67

Invoice total **19,611.67**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
75330	02/29/2020	11,013.55		11,013.55			
75974	03/31/2020	19,611.67	19,611.67				
Total		30,625.22	19,611.67	11,013.55	0.00	0.00	0.00

Permit Fees - \$22,984.32

Town Revenue- \$ 3,447.65

CGA Revenue - \$19,536.67

CGA Admin Fee- \$ 75.00

CGA Total- \$19,611.67

NOTE: Fire & Zoning Fees on attached reports are 100% Town revenue.



The Town of Hillsboro Beach All Fees Collected

Start Date: 3/1/2020

End Date: 3/31/2020

	Permit Fees	Town Revenue	Fire Fees	Zoning Fees	Admin Fees	CGA Revenue	BORA	DBPR	DCA
MTD	\$22,984.32	\$3,447.65	\$500.00	\$0.00	\$75.00	\$19,536.67	\$453.08	\$267.60	\$208.82
YTD	\$188,752.53	\$28,312.88	\$500.00	\$0.00	\$75.00	160,439.65	\$2,969.85	\$1,774.69	\$1,344.26



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: Redevelopment Management Associates (RMA) Invoice #4484 Services Feb/Mar 2020
\$5,650.00

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

Agenda Date: May 5, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. RMA invoice \$5650.00

Invoice Date:
April 13, 2020

Services from 02/15/2020
to 03/19/2020

Invoice Number: 4484
1 of 6



REINVENTING YOUR CITY

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

General Planning

	Date and Description (date) (detail)	(hours)
general	2/19/2020 Zoning inquiry realtor sign	0.25
general	2/26/2020 zoning designation call	0.25
general	3/5/2020 calls regarding exotic vegetation 1174-1185	0.50
general	3/5/2020 call + email regarding tattoo shop	0.50
general	3/11/2020 meet w/ Mac + Steve 977 pavers	0.25
general	3/11/2020 meet w/ Mac + Steve 969 pavers	0.25
general	3/11/2020 meet w/ Mac + Steve FDOT-A1A parking	0.25
general	3/12/2020 coordinate w/ Nicole - Army Corp of Engineers	0.25
977	3/11/2020 review plans for pavers in front	0.50
977	2/27/2020 parking - review survey- code emails	1.25
977	3/18/2020 calls w/ Jim Lambert - pavers	0.50
1050	3/18/2020 broker call -open permit 1050 HM 701w	0.25
1159	3/2/2020 email research	0.75
1189	3/10/2020 text w/ Jack Mancini	0.25
1189	3/12/2020 code research - cabanas	0.50
1189	3/13/2020 text / emails Jack Mancini - Steve Mitchell	0.75
Orchid Beach Condo	3/18/2020 call + email regarding landscaping	0.50
Time - hrs.		7.75

Invoice Date:
April 13, 2020

Services from 02/15/2020
to 03/19/2020

Invoice Number: 4484
2 of 6



REINVENTING YOUR CITY

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

Site Plan / Variance Review

Address	Date and Description	(hours)
995 variance	2/27/2020 review + emails w/ Nectaria	1.25
	3/5/2020 emails Nectaria	0.25
	3/9/2020 pick up plans	Flat Rate #6
	3/10/2020 review plans	1.50
	3/11/2020 calls / emails w/ Nectaria	0.50
	3/13/2020 emails need revised plans	0.75
	3/15/2020 look thru revised plans emailed	0.50
	3/16/2020 pick up revised plans	Flat Rate #11
	3/16/2020 coordinate w/ cherry	0.25
	3/16/2020 site visit	1.25
	3/18/2020 set up report files	0.50
	3/18/2020 review revised plans	1.25
		8.00
1060 variance	2/20/2020 calls w/ board member + president	0.50
	2/20/2020 pick up plans	Flat Rate #2
	2/24/2020 initial review	1.00
	2/27/2020 calls w/ Don Julian	0.50
	2/27/2020 review for variances needed	1.00
	3/4/2020 calls w/ Don Julian	0.50
	3/5/2020 emails	0.25
	3/9/2020 pick up plans	Flat Rate #6
	3/11/2020 meet with president + VP of board	0.50
	3/15/2020 coordiante w/ Cherry	0.25
	3/16/2020 pick up revised narrative	Flat Rate #11
	3/18/2020 call w/ Don Julian	0.25
	3/18/2020 site visit	1.25
	3/18/2020 set up report files	0.50
		6.50
Total Site Plan / Variance Revie		Time - hrs. 14.50

Invoice Date:
April 13, 2020

Services from 02/15/2020
to 03/19/2020

Invoice Number: 4484
3 of 6



REINVENTING YOUR CITY

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

Permitting

Address	Date and Description	(hours)
	923 Permit # 85289 rev 93268	
	2/17/2020 meeting w/ James Wentzel @ site	1.75
	3/1/2020 pick up	Flat Rate #3
	3/11/2020 review	1.00
	3/13/2020 call w/ James Wentzel	0.25
	3/18/2020 calls w/ James Wentzel	0.25
		3.25
	923 Permit # 93323 rev 93563	
	2/17/2020 meeting w/ James Wentzel @ site	1.75
	3/1/2020 pick up	Flat Rate #3
	3/11/2020 review	1.00
	3/13/2020 call w/ James Wentzel	0.25
	3/13/2020 drop off	Flat Rate #10
		3.00
	923 Permit # 85289 rev 93268	
	3/1/2020 meeting w/ James Wentzel @ site	2.00
	3/11/2020 pick up	Flat Rate #8
	3/12/2020 review	1.00
	3/13/2020 calls w/ James Wentzel	0.25
		3.25
	927 Permit # 85167 dock	
	2/24/2020 research + emails	0.75
	2/27/2020 research riparian rights	1.00
	3/2/2020 emails	0.25
	3/2/2020 reseach riparian rights + coordinate w/ Steve	0.75
	3/9/2020 call with engineer	0.25
		3.00

Invoice Date:
April 13, 2020

Services from 02/15/2020
to 03/19/2020

Invoice Number: 4484
4 of 6



REINVENTING YOUR CITY

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

931 87678 rev 89410/89166	
2/28/2020 call w/ Civil Engineer	0.25
3/1/2020 pick up	Flat Rate #3
3/4/2020 review	1.25
3/6/2020 drop off	Flat Rate #5
3/10/2020 pick up	Flat Rate #7
3/12/2020 review	1.25
3/13/2020 drop off	Flat Rate #10
3/13/2020 call w/ Civil Engineer	0.25
3/17/2020 pick up	Flat Rate #12
3/18/2020 review	1.00
	4.00
951 Permit # 93404	
3/1/2020 pick up	Flat Rate #3
3/10/2020 review	1.00
3/11/2020 drop off	Flat Rate #8
	1.00
969 Permit # 85168 rev 93535 dock	
2/19/2020 pick up master file	Flat Rate #1
3/5/2020 pick up revision	Flat Rate #4
3/10/2020 review	1.00
3/11/2020 drop off	Flat Rate #8
research code riparian rights and email Army	
3/15/2020 Corp of Engineer	1.00
3/16/2020 email from Army Corp of Engineers	0.25
3/16/2020 email from Army Corp of Engineers	0.25
	2.50

Invoice Date:
April 13, 2020

Services from 02/15/2020
to 03/19/2020

Invoice Number: 4484
5 of 6



REINVENTING YOUR CITY

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

969 Permit # (93625)	
3/13/2020 pick up	Flat Rate #10
3/16/2020 review / call w/ GC - need to submit new plans	0.50
3/17/2020 pick up	Flat Rate #12
3/18/2020 review	1.00
	1.50
999 Permit # (93190)	
3/12/2020 pick up	Flat Rate #9
	0.00
999 Permit # (93194)	
3/12/2020 pick up	Flat Rate #9
	0.00
999 Permit # (93195)	
3/12/2020 pick up	Flat Rate #9
	0.00
999 Permit # (93196)	
3/12/2020 pick up	Flat Rate #9
	0.00
1015 Permit # (93250)	
2/18/2020 final inspection	1.50
2/20/2020 drop off	Flat Rate #2
	1.50
1057 Permit # (93233)	
2/17/2020 review file	0.50
2/17/2020 final inspection	1.50
2/20/2010 drop off	Flat Rate #2
	2.00

Invoice Date:
April 13, 2020

Services from 02/15/2020
to 03/19/2020

Invoice Number: 4484
6 of 6



REINVENTING YOUR CITY

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

1131 Permit # (87678) rev 93575	
3/10/2020 pick up	Flat Rate #7
3/11/2020 review	1.50
3/12/2010 drop off	Flat Rate #9
	1.50
1131 Permit # (87678) rev 89166-89410	
2/20/2020 pick up	Flat Rate #2
3/12/2020 review file	1.50
3/13/2020 call + text with Civil Eng	0.50
3/13/2010 drop off	Flat Rate #10
	2.00
1159 Permit # (88840)	
3/6/2020 schedule meeting w/ Charlie + Steve	0.50
3/7/2020 reschedule meeting	0.25
3/9/2020 site meeting w/ Steve + Charlie + Arch	2.00
3/10/2020 drop off plans	Flat Rate #7
	2.75
General Planning Hours	7.75
Site Plan / Variance Review Hours	14.50
Permitting Hours	31.25
Total Hours	53.50
Total Hours	53.50
Hourly Rate	100.00
Sub-total Hourly Services	5350.00
Flat Rate Services:	
12 drop off/pick up at \$25 each	300.00
Total Amount Due	\$ 5,650.00



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: Inframark Invoice #50677 Services Apr 2020 \$7,351.47

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

Agenda Date: May 5, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. INFRAMARK #5066 APRIL 2020



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

Invoice: 50677
Invoice Date: 4/12/2020
Due Date: 5/12/2020
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: April 2020				
Financial Accounting Service 001-532004-51308-5000	1	Ea	\$7,242.42	\$7,242.42
Postage 001-541010-51307-5000	1	Ea	\$97.95	\$97.95
Storage 001-544025-51307-5000	1	Ea	\$11.10	\$11.10
Subtotal				\$7,351.47
Tax (0%)				\$0.00
Total Due				\$7,351.47

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: Moffatt & Nichol Invoice #750251 Services thru Mar 2020 \$27,388.00

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

Agenda Date: May 5, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. M&N Invoice #750251 \$27,388.00

Invoice

4225 E. Conant Street
 Long Beach CA 90808
 (562) 590-6500

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

April 21, 2020

M&N Project 9225-02 Hillsboro Beach Coastal Engineering
 Contract No. or Purchase Order No. :00000

Professional Services from March 1, 2020 through March 28, 2020

Phase 1 Construction Plans

Tasks	Contract Amount	Percent Complete	Earned To Date	Previous Invoices	Current Invoice
1a Construction Plans	33,800.00	100.00	33,800.00	33,800.00	0.00
1b Technical Specifications	9,500.00	100.00	9,500.00	9,500.00	0.00
1c FDEP Submittal	2,200.00	50.00	1,100.00	1,100.00	0.00
Total Fee	45,500.00		44,400.00	44,400.00	0.00
Total					0.00
Total this Phase					0.00

Phase 2 Bidding Assistance

Tasks	Contract Amount	Percent Complete	Earned To Date	Previous Invoices	Current Invoice
2a Bid Documents	9,000.00	100.00	9,000.00	9,000.00	0.00
2b Bidding Assistance	6,790.00	100.00	6,790.00	6,790.00	0.00
Total Fee	15,790.00		15,790.00	15,790.00	0.00
Total					0.00
Total this Phase					0.00

Phase 3 Construction Administration

Task a Construction Administration

Professional Personnel

	Hours	Rate	Amount
Principal/Environmental Mngr Blankenship, Timothy	8.15	250.00	2,037.50

Check Lockbox Account

Payable to: Moffatt & Nichol
 P.O. Box 51760
 Los Angeles, CA 90051-0068
ClientPayments@moffattnichol.com

ACH Information

Bank / Account Name: Union Bank / Moffatt & Nichol
 Address: 400 California St. San Francisco, CA 94104
 Account Number: 64963107
 Fed Routing Number: 021052053

Domestic Wire

Acct No.: 4501065066
 Routing No.: 122000496

International Wire

Acct No.: 4501065066
 Swift Code: BOFCUS33MPK

Invoice

4225 E. Conant Street
 Long Beach CA 90808
 (562) 590-6500

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

April 21, 2020

M&N Project 9225-02 Hillsboro Beach Coastal Engineering
 Contract No. or Purchase Order No. :00000

Professional Services from March 1, 2020 through March 28, 2020

Phase 1 Construction Plans

Tasks	Contract Amount	Percent Complete	Earned To Date	Previous Invoices	Current Invoice
1a Construction Plans	33,800.00	100.00	33,800.00	33,800.00	0.00
1b Technical Specifications	9,500.00	100.00	9,500.00	9,500.00	0.00
1c FDEP Submittal	2,200.00	50.00	1,100.00	1,100.00	0.00
Total Fee	45,500.00		44,400.00	44,400.00	0.00
Total					0.00
Total this Phase					0.00

Phase 2 Bidding Assistance

Tasks	Contract Amount	Percent Complete	Earned To Date	Previous Invoices	Current Invoice
2a Bid Documents	9,000.00	100.00	9,000.00	9,000.00	0.00
2b Bidding Assistance	6,790.00	100.00	6,790.00	6,790.00	0.00
Total Fee	15,790.00		15,790.00	15,790.00	0.00
Total					0.00
Total this Phase					0.00

Phase 3 Construction Administration

Task a Construction Administration

Professional Personnel

	Hours	Rate	Amount
Principal/Environmental Mngr Blankenship, Timothy	8.15	250.00	2,037.50

Check Lockbox Account

Payable to: Moffatt & Nichol
 P.O. Box 51760
 Los Angeles, CA 90051-0068
ClientPayments@moffattnichol.com

ACH Information

Bank / Account Name: Union Bank / Moffatt & Nichol
 Address: 400 California St. San Francisco, CA 94104
 Account Number: 64963107
 Fed Routing Number: 021052053

Domestic Wire

Acct No.: 4501065066
 Routing No.: 122000496

International Wire

Acct No.: 4501065066
 Swift Code: BOFCUS33MPK

Project	9225-02	Hillsboro Beach Coastal Engineering	Invoice	750251
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Supervisory Engineer/Scientist				
Brush, Christy	7.05	200.00	1,410.00	
Eng II/Environmental Scientist				
Brower, Jacqueline	48.50	139.00	6,741.50	
Word Processor				
Caparro, Amanda	2.90	65.00	188.50	
	66.60		10,377.50	
Total Labor				10,377.50

	Current	Prior	To-Date	
Total Billings	10,377.50	4,202.00	14,579.50	
Limit			31,700.00	
Remaining			17,120.50	
			Total this Task	\$10,377.50

Task b Volume Calculations

Tasks	Contract Amount	Percent Complete	Earned To Date	Previous Invoices	Current Invoice
3b Volume Calculations	9,500.00	60.00	5,700.00	0.00	5,700.00
Total Fee	9,500.00		5,700.00	0.00	5,700.00
	Total				5,700.00
			Total this Task		\$5,700.00

Task c Turbidity Monitoring Review

Professional Personnel

	Hours	Rate	Amount	
Supervisory Engineer/Scientist				
Brush, Christy	.95	200.00	190.00	
Staff Engineer/Scientist				
Jonaitis, Lauren	.15	95.00	14.25	
	1.10		204.25	
Total Labor				204.25

	Current	Prior	To-Date	
Total Billings	204.25	0.00	204.25	
Limit			2,920.00	
Remaining			2,715.75	
			Total this Task	\$204.25
			Total this Phase	\$16,281.75

Phase 4 Resident Project Representative Services

Professional Personnel

	Hours	Rate	Amount
Principal/Environmental Mngr			
Blankenship, Timothy	1.25	250.00	312.50

Check Lockbox Account Payable to: Moffatt & Nichol P.O. Box 51760 Los Angeles, CA 90051-0068 ClientPayments@moffattnichol.com	ACH Information Bank / Account Name: Union Bank / Moffatt & Nichol Address: 400 California St. San Francisco, CA 94104 Account Number: 64963107 Fed Routing Number: 021052053	Domestic Wire Acct No.: 4501065066 Routing No.: 122000496 International Wire Acct No.: 4501065066 Swift Code: BOFCUS33MPK
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Project	9225-02	Hillsboro Beach Coastal Engineering	Invoice	750251
Supervisory Engineer/Scientist				
Brush, Christy	.25	200.00	50.00	
Eng II/Environmental Scientist				
Brower, Jacqueline	7.00	139.00	973.00	
Staff Engineer/Scientist				
Jonaitis, Lauren	92.45	95.00	8,782.75	
	100.95		10,118.25	
Total Labor				10,118.25
	Current	Prior	To-Date	
Total Billings	10,118.25	7,077.50	17,195.75	
Limit			44,700.00	
Remaining			27,504.25	
		Total this Phase		\$10,118.25

Phase	5	Post-Construction Physical Monitoring				
Tasks		Contract Amount	Percent Complete	Earned To Date	Previous Invoices	Current Invoice
Post Construction Physical Monitoring Rp		5,845.00	0.00	0.00	0.00	0.00
Total Fee		5,845.00		0.00	0.00	0.00
		Total				0.00
		Total this Phase				0.00

Phase	6	Environmental Permit Compliance				
Task	a	Pre-Construction Biological Surveys				
Tasks		Contract Amount	Percent Complete	Earned To Date	Previous Invoices	Current Invoice
6a Pre-Construction Biological Survey		13,645.00	0.00	0.00	0.00	0.00
Total Fee		13,645.00		0.00	0.00	0.00
		Total				0.00
		Total this Task				0.00

Task	b	Permit Compliance Documentation				
Professional Personnel		Hours	Rate	Amount		
Staff Engineer/Scientist						
Jonaitis, Lauren		10.40	95.00	988.00		
		10.40		988.00		
Total Labor						988.00

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Project	9225-02	Hillsboro Beach Coastal Engineering			Invoice	750251
		Current	Prior	To-Date		
Total Billings		988.00	0.00	988.00		
Limit				2,950.00		
Remaining				1,962.00		
			Total this Task		\$988.00	
			Total this Phase		\$988.00	

Phase	7	FEMA Coordination				
Tasks		Contract Amount	Percent Complete	Earned To Date	Previous Invoices	Current Invoice
FEMA Coordination		8,250.00	0.00	0.00	0.00	0.00
Total Fee		8,250.00		0.00	0.00	0.00
		Total				0.00
			Total this Phase		0.00	
TOTAL DUE THIS INVOICE (USD):					\$27,388.00	

During these unprecedented times, if you are not already doing so, we kindly request that you remit payment electronically via ACH instead of mailing out checks to ensure the safety of our employees and fellow citizens.

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Project	9225-02	Hillsboro Beach Coastal Engineering			Invoice	750251
		Current	Prior	To-Date		
Total Billings		988.00	0.00	988.00		
Limit				2,950.00		
Remaining				1,962.00		
			Total this Task			\$988.00
			Total this Phase			\$988.00

Phase	7	FEMA Coordination				
Tasks		Contract Amount	Percent Complete	Earned To Date	Previous Invoices	Current Invoice
FEMA Coordination		8,250.00	0.00	0.00	0.00	0.00
Total Fee		8,250.00		0.00	0.00	0.00
		Total				0.00
			Total this Phase			0.00
		TOTAL DUE THIS INVOICE (USD):				\$27,388.00

During these unprecedented times, if you are not already doing so, we kindly request that you remit payment electronically via ACH instead of mailing out checks to ensure the safety of our employees and fellow citizens.

Check Lockbox Account Payable to: Moffatt & Nichol P.O. Box 51760 Los Angeles, CA 90051-0068 ClientPayments@moffattnichol.com	ACH Information Bank / Account Name: Union Bank / Moffatt & Nichol Address: 400 California St. San Francisco, CA 94104 Account Number: 64963107 Fed Routing Number: 021052053	Domestic Wire Acct No.: 4501065066 Routing No.: 122000496 International Wire Acct No.: 4501065066 Swift Code: BOFCUS33MPK
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TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: Sweetapple, Broeker & Varkas **Invoice #**10911 **Services thru** April 2020 **\$5,850.00**

Submitting Dept: Town Clerk, Daniela Joseph, Administrative Assistant

Agenda Date: May 5, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. Sweetapple Broeker Varkas Invoice

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	\$5,850.00
New Balance	\$5,850.00
Adjustments	\$0.00
Payments	(\$14,975.00)
Now Due	\$5,850.00

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: April 29, 2020
Invoice Number: 10911
Invoice Amount: \$5,850.00

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

Attorney's Fees

3/31/2020	Review and respond to Mayor.	R.S.	.10	\$50.00
4/3/2020	Review materials for shade meeting RE mediation. Conferences Cindy.	R.S.	.90	\$450.00
4/6/2020	Pre shade meeting conferences Cindy and Mayor.	R.S.	1.20	\$600.00
4/7/2020	Review cost analyses and conference TIM and Cindy.	R.S.	1.50	\$750.00
4/7/2020	Shade meeting.	R.S.	2.50	\$1,250.00
4/7/2020	Post meeting Conference Cindy and Mayor re follow up questions.	R.S.	.40	\$200.00
4/8/2020	Conferences Cindy and Mayor RE delaying DEP contact after lawyer meeting and restraining costs.	R.S.	.40	\$200.00
4/9/2020	Review email re DEP rules.	R.S.	.10	\$50.00
4/10/2020	Review multiple emails and filing.	R.S.	.40	\$200.00
4/14/2020	Review and respond multiple.	R.S.	.20	\$100.00
4/15/2020	Review materials from TIM for tomorrow's conference call.	R.S.	.40	\$200.00
4/16/2020	Pre mediation prep and conference with all co counsel.	R.S.	.60	\$300.00
4/17/2020	Review Cindy's specs for COLE and conference re revisions.	R.S.	.20	\$100.00
4/17/2020	Post Pre mediation conference.	R.S.	.60	\$300.00
4/23/2020	Review and conference Mayor and respond.	R.S.	.10	\$50.00
4/24/2020	Review motion and authorities.	R.S.	.50	\$250.00
4/25/2020	Conference Mayor re mediation	R.S.	.10	\$50.00
4/28/2020	Review emails. Review redline. Attorney pre mediation conference.	R.S.	1.50	\$750.00
SUBTOTAL:			11.70	\$5,850.00

Costs

SUBTOTAL: \$0.00

Matter Ledgers

3/30/2020	Balance before last invoice	\$0.00
3/30/2020	Invoice 10892	\$14,975.00
4/20/2020	Town of Hillsboro Ck #106250 for Inv #10892 (1927)	(\$14,975.00)
		0)
4/29/2020	Invoice 10911	\$5,850.00
SUBTOTAL:		\$5,850.00

TOTAL \$5,850.00

PREVIOUS BALANCE DUE \$0.00

CURRENT BALANCE DUE AND OWING \$5,850.00



TOWN OF HILLSBORO BEACH

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Agenda Item Cover Memo

Agenda Item: Goren, Cherof, Doody & Ezrol Invoice: 30917 March -April 2020 \$5,273.35 (General Matters)

Submitting Dept: Town Clerk, Daniela Joseph, Administrative Assistant

Agenda Date: May 5, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. Goren, Cherof, Doody & Ezrol Invoice # 30917 March - April 2020 \$ 5,273.35 (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

Attn: Mac Serda, Town Manager

Page: 1
04/29/2020
ACCOUNT NO: 1182-0606490
STATEMENT NO: 30917

General Matters

			HOURS
03/30/2020	DJD	Review agreement between Broward County and Hillsboro for non ad valorem assessment collection; telephone call with Mayor Tarrant and Town Manager re: beach.	0.80
03/31/2020	DJD	Review agenda; prepare resolutions; review emails.	0.60
04/01/2020	DJD	Telephone conference with Town Manager and Police Chief; TC with Jay Glover and Michelle Smithern of S&P; TC with Blakely Fishlin of S&P.	1.30
04/02/2020	DJD	Several telephone conferences with Town Manager.	0.70
04/03/2020	DJD	Numerous telephone conferences with the Town Manager; TC with Chief Nagy; review items for agenda ; review Broward County Order.	1.80
04/04/2020	DJD	Review numerous emails; review Broward County order and Governor Executive Orders; telephone conferences with Town Manager.	2.80
04/05/2020	DJD	Telephone conference call with Mayor; exchange of emails with County Attorney ; Draft opinion via email re beaches. Exchange of emails with commission members	2.30
04/06/2020	DJD	Prepare for Town Commission meeting	1.60
04/07/2020	DJD	Participate in Town Commission meeting via WebEx. Review emails.	2.90
04/08/2020	DJD	Review emails; telephone call with Town Manager; telephone call with Police Chief.	1.20
04/09/2020	DJD	Review emails and review Broward County Emergency Order.	0.40
04/13/2020	DJD	Participate in conference call with Mayor and Town Manager; review Revolving Fund Amendment #2.	0.90
04/14/2020	DJD	Telephone call with counsel for Dezer.	0.50
04/16/2020	DJD	Review and analyze Vacation Rental ordinance towards potential amendment.	0.70
04/21/2020	DJD	Review emails re: beaches and pools.	0.30
04/22/2020	DJD	Review existing vacation rental ordinance for amendment purposes.	0.60

General Matters

			HOURS	
04/23/2020	DJD	Prepare ordinance re: vacation rental; telephone conference call with Town Commission members.	1.60	
04/24/2020	DJD	Prepare resolution; Telephone conference call with Town Commissioner.	0.50	
04/27/2020	DJD	Prepare Resolutions for Agenda ; Telephone conference call with attorney representing property owner seeking a variance.	0.70	
04/28/2020	DJD	Review matters associated with Agenda.	0.80	
		FOR CURRENT SERVICES RENDERED	23.00	5,175.00

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
D.J. DOODY	23.00	\$225.00	\$5,175.00

Photocopies	98.35
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TOTAL EXPENSES THRU 04/28/2020	98.35
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TOTAL CURRENT WORK	5,273.35
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BALANCE DUE	<u>\$5,273.35</u>
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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: 30918 March -April 2020 \$2,947.50 (Deerfield Beach)

Submitting Dept: Town Clerk, Daniela Joseph, Administrative Assistant

Agenda Date: May 5, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. Goren, Cherof, Doody & Ezrol Invoice #30918 March- April 2020 \$ 2,947.50 (Deerfield Beach)

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

TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile
Hillsboro Beach FL 33062

Attn: Mac Serda, Town Manager

Page: 1
04/29/2020
ACCOUNT NO: 1182-1200986
STATEMENT NO: 30918

Deerfield Beach

		HOURS	
03/31/2020	DJD Review of emails; re: discovery.	0.30	
04/01/2020	DJD Address issues associated with shade session.	1.60	
04/02/2020	DJD Telephone conference call with Cindy Laquirda; address issues of coordinating and scheduling shade session; preparation of Notice of Shade Session.	1.40	
04/07/2020	DJD Participate in shade session.	2.30	
04/10/2020	DJD Review pleadings and emails.	0.80	
04/14/2020	DJD Exchange of emails re: mediation conference.	0.40	
04/15/2020	DJD Review material from Tim Perry in anticipation of conference call.	0.50	
04/16/2020	DJD Participate in conference call with special counsel.	0.90	
04/17/2020	DJD Participate in conference call with counsel with Deerfield.	2.60	
04/25/2020	DJD Review Response in Opposition to Motion to Compel.	0.40	
04/27/2020	DJD Exchange of e-mails relative to mediation.	0.30	
04/28/2020	DJD Review revisions to proposed Settlement Agreement; Participate in conference call with special counsel.	1.60	
	FOR CURRENT SERVICES RENDERED	13.10	2,947.50

<u>TIMEKEEPER</u>	<u>RECAPITULATION</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
D.J. DOODY		13.10	\$225.00	\$2,947.50

TOTAL CURRENT WORK 2,947.50

BALANCE DUE **\$2,947.50**

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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Agenda Item Cover Memo

Agenda Item: Goren, Cherof, Doody & Ezrol Invoice: 30919 April 2020 \$630.00 (Purchase from Winter Sun Investments, LLC)

Submitting Dept: Town Clerk, Daniela Joseph, Administrative Assistant

Agenda Date: May 5, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. Goren, Cherof, Doody & Ezrol Invoice # 30919 April 2020 \$ 630.00 (Purchase from Winter Sun Investments, LLC)

GOREN, CHEROF, DOODY & EZROL, P.A.
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Fort Lauderdale, Florida 33308
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TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile
Hillsboro Beach FL 33062

Attn: Mac Serda, Town Manager

Page: 1
04/29/2020
ACCOUNT NO: 1182-1200989
STATEMENT NO: 30919

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

			HOURS	
04/03/2020	DJD	Review Phase II environmental audit; TC with David Hardin, Esq.	1.10	
04/06/2020	DJD	Review of report relative to underground tank and address additional extension of Investigation Period.	0.50	
04/08/2020	DJD	Review terms of Commercial Contract.	0.40	
04/09/2020	DJD	Telephone call with counsel for Seller relative to amending the Commercial Contract.	0.50	
04/13/2020	DJD	Telephone call with David Hardin, Esq.	0.30	
		FOR CURRENT SERVICES RENDERED	2.80	630.00

	RECAPITULATION		
<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
D.J. DOODY	2.80	\$225.00	\$630.00

TOTAL CURRENT WORK 630.00

BALANCE DUE **\$630.00**



AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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Agenda Item Cover Memo

Agenda Item: Goren, Cherof, Doody & Ezrol Invoice: 30920 March -April 2020 \$7,418.75 (adv. State of Florida (Bond Validation 2020))

Submitting Dept: Town Clerk, Daniela Joseph, Administrative Assistant

Agenda Date: May 5, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. Goren Cherof, Doody & Ezrol Invoice #30920 March - april 2020 \$ 7,418.75 (adv. State of Florida (Bond Validation 2020))

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

TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile
Hillsboro Beach FL 33062

Attn: Mac Serda, Town Manager

Page: 1
04/29/2020
ACCOUNT NO: 1182-1200991
STATEMENT NO: 30920

adv. State of Florida (Bond Validation 2020)

			HOURS
03/13/2020	MDC	Meet with DJD, TD, GB Re: preparation for leaving, miscellaneous legal issues.	0.50
03/30/2020	TAD	Receipt and review of correspondence from court re: issues with Giesser filing. Confer with DJD re: same.	0.20
	IR	Receipt and review of recent court filings, by defendants, as they are being served with their respective Summons and Complaint, in the Broward Circuit Court litigation entitled <i>Town of Hillsboro Beach v. State of Florida, etc.et.al.</i>	0.30
	GB	Telephone conference call TAD and DJD regarding upcoming Motion for Extension of Time hearing & prepared outline for hearing.	0.90
	DJD	Prepare for hearing on Motion for Extension of Time filed by residents.	1.20
03/31/2020	GB	Emails with DJD regarding Request for Production to the Town & Reviewed Request for Production.	0.40
	TAD	Receipt and review of request for production. Receipt of correspondence from Ginsberg re: hearing. Review information re: prior issue for memorandum of law. Review case law and timeline for hearing on motion to continue. Receipt and review of documents filed by Ginsberg defendants.	0.80
	DJD	Receipt of Request to Produce; prepare for hearing.	1.30
04/01/2020	CLD	Drafted proposed Amended Order to Show Cause.	0.50
	TAD	Attend hearing on motion for extension of time. Prepare proposed order on same. Communicate with judicial assistant re: hearing and order. Prepare correspondence to all defendants and court re: order and hearing and receipt of correspondence re: same.	1.70
	DJD	Prepare for and participate in telephonic hearing on Motion for extension of time; preliminary preparation of Order; email exchange with SAO	2.70
04/02/2020	CLD	Phone conversation with judicial assistant re: new hearing date; email to counsel of record to coordinate same; revised proposed Order granting Motion for Extension of Time and proposed Amended Order to Show Cause; emailed to counsels of record for approval before submission to court; updated calendars.	0.60
	TAD	Receipt and review of correspondence from defendants and court re: hearing. Prepare correspondence re: same. Receipt of additional correspondence from court re: show cause hearing. Prepare correspondence to all counsel re: same. Receipt of correspondence from Ginsberg and Garcia counsel re: hearing. Prepare correspondence to all counsel re: order on motion for extension of time.	0.50
	DJD	Review proposed order; address new date for hearing on Rule to Show	

adv. State of Florida (Bond Validation 2020)

		Cause.	HOURS 1.20
04/03/2020	TAD	Receipt and review of correspondence from Ginsberg counsel re: order and revisions. Receipt of proposed revisions. Receipt of interrogatories to Town. Review records from Agendas and meeting minutes from 2019 and 2020 regarding response to request for production. Outline documents required for response.	2.50
	CLD	Review and circulate changes to proposed Order from Marc Ginsberg; follow up email to opposing counsels re: proposed orders; drafted text for update memo to Town;	0.30
	DJD	Draft order resetting hearing on Rule to Show Cause.	0.80
	IR	Receipt and review of emails between the parties, regarding Defendants Ginsbergs recent court filings; receipt and review of Defendants' Ginsbergs' Interrogatories to the Town of Hillsboro Beach; preparation of ticklers to request and receive responses to discovery from the Town of Hillsboro Beach; online searches of real property in Broward County, FL and of the parties;	1.40
04/06/2020	DJD	Telephone conference call with Mayor.	0.30
04/07/2020	CLD	Upload proposed orders (extension of time and amended show cause) into court CMS system; phone call to judicial assistant re: same; receipt of signed Orders; update electronic file; submit Amended Order to Show Cause for publishing.	0.60
	TAD	Receipt and review of correspondence re: hearing. Receipt of correspondence and orders from Court. Prepare correspondence re: show cause hearing.	0.30
04/09/2020	TAD	Receipt and review of Amended Answer from Geisser. Receipt of correspondence from Court re: same. Receipt of correspondence re: PFM report. Review Town documents and prepare draft answers to Interrogatories. Prepare correspondence re: same. Receipt of correspondence re: proposed order. Review order and prepare changes to same. Prepare correspondence re: order.	1.30
	DJD	Address issue of Judicial notice; exchange of emails with opposing counsel; Review proposed Agreed Order.	0.80
04/10/2020	DJD	Participate in telephone conference; address preparation of responsive pleadings to discovery filed by Ginsberg.	1.60
04/13/2020	TAD	Confer with DJD re: discovery and memorandum of law. Receipt of correspondence from clerk re: documents. Review statute re: motions and response to discovery.	0.80
	DJD	Review pleadings file by Ginsburg re: discovery; telephone call with associates to address Town Response.	1.20
04/15/2020	TAD	Review additional case law re: motion re: discovery. Draft motion for protective order.	2.80
	DJD	Address response to discovery pleadings filed by Ginsberg.	0.70
04/16/2020	TAD	Revise motion for protective order to include additional case law and prepare correspondence re: same.	0.90
	DJD	Address methodology with Stephen Bloom and review assessment roll. Review and file Motion for Protective Order.	1.70

TOWN OF HILLSBORO BEACH

Page: 3

04/29/2020

ACCOUNT NO: 1182-1200991

STATEMENT NO: 30920

adv. State of Florida (Bond Validation 2020)

			HOURS	
04/23/2020	GB	Telephone conference call with TAD and DJD regarding strategy and discovery.	0.30	
04/27/2020	DJD	Review assessment roll; review response from Town Clerk re: responsive records.	0.80	
		FOR CURRENT SERVICES RENDERED	32.00	6,830.00

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
D.J. DOODY	14.30	\$225.00	\$3,217.50
MICHAEL D. CIRULLO	0.50	225.00	112.50
GAL BETESH	1.60	225.00	360.00
CYNTHIA L. DUNN	2.00	125.00	250.00
INGRID RIERA	1.70	125.00	212.50
TRACEY A. DECARLO	11.90	225.00	2,677.50

Photocopies	55.65
TOTAL EXPENSES THRU 04/28/2020	55.65

04/07/2020	Sun Sentinel - Publication	533.10
		533.10
	TOTAL ADVANCES THRU 04/28/2020	533.10
	TOTAL CURRENT WORK	7,418.75
	BALANCE DUE	<u>\$7,418.75</u>

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: 30921 March -April 2020 \$3,818.80 (adv. David Pratt (Seagrape Revocable Trust) Appeal)

Submitting Dept: Town Clerk, Daniela Joseph, Administrative Assistant

Agenda Date: May 5, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. Goren, Cherof, Doody & Ezrol Invoice # 30921 March -April 2020 \$ 3,815.80 (adv David Pratt (Seagrape Revocable Trust) Appea)

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

TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile
Hillsboro Beach FL 33062

Attn: Mac Serda, Town Manager

Page: 1
04/29/2020
ACCOUNT NO: 1182-1200892
STATEMENT NO: 30921

adv. David Pratt (Seagrape Revocable Trust) Appeal

		HOURS	
03/20/2020	DJD Review Florida case law.	1.30	
03/30/2020	SMS draft response to order to show cause	1.50	
04/01/2020	SMS draft response to order to show cause	1.30	
04/02/2020	SMS draft response to order to show cause	0.80	
04/07/2020	SMS review response to order to show cause	0.80	
	DJD Review response to Writ of Certiorari.	1.60	
	MDC Review draft Response per DJD, provide comments to DJD, SS.	1.00	
04/08/2020	SMS correspondences related to Respondents extension of time; draft motion for extension of time	1.80	
	MDC Phone call with Sean Swartz, review M/Extension of Time.	0.20	
	DJD Review and process Motion for extension of time.	0.50	
04/10/2020	SMS revise Town's response to Order to Show Cause	1.70	
04/13/2020	SMS draft/revise response to order to show cause	0.60	
04/15/2020	SMS draft/revise response to order to show cause	2.20	
04/17/2020	SMS review/revise response to Order to Show Cause	1.40	
04/27/2020	SMS review order on motion for extension	0.20	
	FOR CURRENT SERVICES RENDERED	16.90	3,802.50

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
D.J. DOODY	3.40	\$225.00	\$765.00
MICHAEL D. CIRULLO	1.20	225.00	270.00
SEAN M. SWARTZ	12.30	225.00	2,767.50

Photocopies	13.30
TOTAL EXPENSES THRU 04/28/2020	13.30

TOWN OF HILLSBORO BEACH

Page: 2

04/29/2020

ACCOUNT NO: 1182-1200992
STATEMENT NO: 30921

adv. David Pratt (Seagrape Revocable Trust) Appeal

TOTAL CURRENT WORK

3,815.80

BALANCE DUE

\$3,815.80

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: Police Department
Presented by Chief Nagy

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

Agenda Date: May 5, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. Mar 2020 Police Report



TOWN OF HILLSBORO BEACH



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



Hillsboro Beach Police MARCH 2020 Activity Report



Marine	Mar-20	Prior Month	Mar-19
Total Number of Marine Contacts	8	3	6
Total Number of Boats Removed From Swim Zone	1	1	0
Total Number of Wake/Safety Education Given	7	1	4
Hours of Marine Patrol	4	3.5	21
Hours of ATV Patrol	9	6	8.9
Traffic/Pedestrian/Cyclist			
Total Number of Traffic Contacts	63	160	64
Total Number of Trespassers Removed	202	86	25
Total Number of Cyclist Contacts	38	38	69
Hours Conducting Crosswalk Enforcement	10	20	11
Hours Of Bike Patrol	0	0	0
Activity			
Total Number of Sick/Deceased/Injured Calls For Service	24	15	24
CUSHIONS (Call Urgent Sick Hospitalized Individuals On Next Shift)	24	15	24
Total Number of Arrests	0	2	0
Total Number of Crashes	4	2	1
Service Calls	377	211	163

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

Submitted by:

Thomas Nagy, Chief of Police

04/15/2020

Date



TOWN OF HILLSBORO BEACH



Patrol Activity MARCH 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	34		1									4				
Major O'Neill												4				
Lt. Pugliese	117		3				44	3				4				
Sgt. Mastandrea	452		10				383	25	10			1				
Sgt. Clark	764		13				386	30	9	2						
Sgt. Gianino	499		2	1			361	88	32	2		5	2			
Sgt. Kirchoff	749					2	749	96	60				2			
Ofc. McGrath	1434		7	4	4		669	64	43			2		4		
Ofc. Kelly	829			2	27	5	408	88	54			1	1			
Ofc. Steel	830		18	1			894	74	74							
Ofc. Nolan	934		8		35		760	109	51	6		6	1			
Ofc. Stengel	516						445	32	16			6				
Ofc. Pope	97					22	79	34	2			6	3			
Ofc. Torres	1573		1				800	63	13							
Ofc. Bukata																
Ofc. MacLellan												50				
Monthly Totals	8828	0	63	8	38	22	5978	706	364	10	0	0	89	9	4	

*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.

MARCH 2020

Location	Injury	No Injury	Fatal	Total
901 Hillsboro Mile		x		1
957 Hillsboro Mile		x		1
1057 Hillsboro Mile	x			1
1210 Hillsboro Mile		x		1
Total	1	3		4

Crash Causes

	Total
Careless Driving	0
Failed to Yield Right of Way	3
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	0
Other	1
Total	4

Currently Working	Active	Pending	Cleared
Grand Theft	2	1	1
Robbery	1		
Burglary Conveyance	2	1	
Burglary/Grand Theft		1	
Petit Theft	1	1	
Property Damage		1	
Criminal Mischief		1	
Unlicensed Contractor			1
Burglary Structure			1
New			
Criminal mischief			1
Fraud			1



	<i>Traffic Contacts</i>		<i>Arrests (including traffic)</i>		
	Male	Female	Male	Female	
White	38	18			
Black	4	3			
Asian					
Native American					
Other					
Total	42	21			63

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	93.3										300.1
13-O'Neill	Police	0.0	14.2	31.3										45.5
3-Pugliese	Police	74.9	60.3	65.1										200.3
4-Mastandrea	Police	52.0	137.3	82.0										271.3
5-Clark	Police	193.5	170.6	110.5										474.6
12-Gianino	Police	0.0	0.0	0.0										0.0
11-Kirchoff	Police	12.6	13.2	1.7										27.5
7-McGrath	Police	135.4	149.0	152.9										437.3
8-Kelly	Police	47.8	0.0	10.3										58.1
9-Steel	Police	118.8	118.2	157.7										394.7
10-Nolan	Police	77.4	36.5	9.2										123.1
14-Pope	Police	0.0	66.3	1.9										68.2
15-Stengel	Police	14.0	0.0	43.9										57.9
27-Torres	Police	47.9	0.0	49.8										97.7
16-MacLellan	Police	0.0	0.0	0.0										0.0
18-Beauparlant	Police	207.4	151.0	118.4										476.8
17-Bukata	Police	0.0	0.0	0.0										0.0
26-Joseph	Maintenance	21.3	0.0	12.4										33.7
Police Totals	TOTALS	1110.9	1015.5	940.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	3066.8

Gas Usage Water Department

19-Garray	Water Dept	45.9	37	0										82.9
20-Bullard	Water Dept	57.3	83.7	103.4										244.4
21-Charles	Water Dept	20.4	59.8	36.7										116.9
22-Knapstein	Water Dept	0	0	0										
23-Rivera	Water Dept	0	0	0										0
Water Totals		123.6	180.5	140.1	0		0	0	0	0	0	0	0	

Gas Tank 33''' = 2095 gal

2020 Vehicle Mileage PD

Unit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TM
160	2,157	3,372	4,136										9,665
161	2,491	2,286	2,535										7,312
162	24	540	45										609
163	4,257	2,438	2,112										8,807
164	2,468	2,463	2,455										7,386
166	1,289	1,247	1,451										3,987
TOTAL	12,686	12,346	12,734										37,766
GALLONS	1,110.90	1,016	940										3,067

Specialty Vehicles PD

Marine 1	40	3	4.2										47.2
ATV	8.7	6.6	8.7										24

Water Department

170	577	532	311										1,420
171	105	47	55										207
172	502	473	637										1,612
173	199	236	218										653
174	0	0	150										150
TOTAL	1,383	1,288	1,371										4,042
GALLONS	123.6	180.5	140.1										444

Vehicle/Mileage Recap MARCH 2020

Unit	Type	Primary Use	EOM	BOM	CMM	PMM	INC/DEC
160	SUV	Road Patrol	137,889	133,753	4,136	3,372	764
161	SUV	Road Patrol	114,218	111,683	2,535	2,286	249
162	Crown Vic.	Training/Decoy	123,884	123,839	45	540	-495
163	SUV	Road Patrol	34,705	32,593	2,112	2,438	-326
164	Charger	Chief	66,012	63,557	2455	2,463	-8
166	Charger	Major	168,224	166,773	1451	1,247	204
		Police		TOTALS	12,734	12,346	388
170	Pickup Truck	Water Dept	93,269	92,958	311	532	-221
171	Pickup Truck	Maintenance	91,101	91,046	55	47	8
172	Pickup Truck	Water Dept	50,816	50,179	637	473	164
173	Pickup Truck	Water Dept	3,298	3,080	218	236	-18
174	Pickup Truck	Water Dept	350	200	150	0	150
		Water Dept		Totals	1,371	1,288	83
		EOMH		BOMH	CMH	PMH	INC/DEC
M1	Boat	Patrol	1215.7	1211.5	4.2	3	1.2
165	ATV	Patrol	495.3	486.6	8.7	6.6	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



FINANCIAL REPORT MARCH 31, 2020

Meeting Date: May 5, 2020

1

GENERAL FUND

Overview

- ▶ Surplus of \$1.8 million through March. (Total funding over/under Expenditures)

Revenue / Other Sources

- ▶ Total funding for March was at 86.5% of the annual budget (excluding use of fund balance).
- ▶ Revenue from property tax collections is 91.8% through March.

Description	Budget	Actual	% of Budget
Property Taxes	\$ 4,715,939	\$ 4,329,160	91.8%
Other Local Taxes	270,000	137,004	50.7%
Intergovernmental Revenues	178,949	89,042	49.8%
Fines & Forfeitures	5,100	1,428	28.0%
Miscellaneous Revenues	45,000	35,817	79.6%
Interest Income	48,000	47,940	99.9%
Transfer In	133,000	25,000	18.8%
Total Funding	\$ 5,395,988	\$ 4,665,391	86.5%



2

March 2020 Financial Report

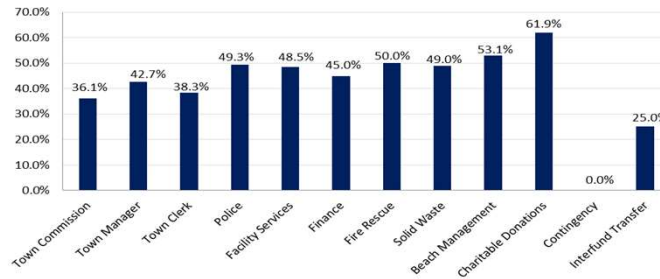
2

GENERAL FUND

Expenditures

- ▶ Total expenditures – Favorable at 46.5% of the annual budget.

General Fund - % of Budget Spent by Department



3

March 2020 Financial Report

3

SPECIAL REVENUE FUNDS

Fund Highlights

- ▶ Total funding and expenditures for these funds net to zero.
 - ❑ Community Bus Fund – Approximately 44% of budget or \$36 thousand.
 - ❑ Marine Law Enforcement Fund – 28.7% of budget or \$8.7 thousand.
 - ❑ Permitting, P&Z, Code Compliance – 46.8% of budget or \$202.7 thousand.
- ▶ \$349.3 thousand balance in Federal Forfeitures / Asset Sharing Fund (includes interest income).



4

March 2020 Financial Report

4

OTHER FUNDS

Debt Service Fund – Beach Loan

- ▶ Total assessments collected for March was \$687.6 thousand or 91.6% of the annual budget.
- ▶ The Beach Loan was paid off on March 16, 2020.
- ▶ Approximately \$65 thousand remaining until fully collected.

Capital Projects Fund – (General Fund Improvements)

- ▶ The capital expenditures for March was \$1.3 million or 23.6% of the annual budget.



5

March 2020 Financial Report

5

WATER FUND

Overview

- ▶ Overall, the water fund had a surplus of \$64.8 thousand.
- ▶ Operations had a surplus of \$80.9 thousand.
- ▶ Debt Service payments made through March were \$391.7 thousand or 50% of the annual budget.

Revenue/Other Sources

- ▶ Total revenue – 49.2% of the annual budget.
- ▶ Total water service revenue – 51.7% of the annual budget.
- ▶ The water usage billings through March were up by 3.15% compared to last year at this time.



6

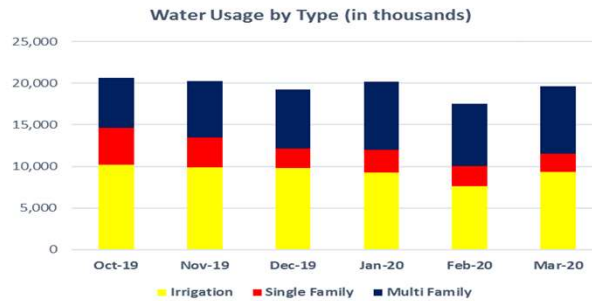
March 2020 Financial Report

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WATER FUND

Revenue/Other Sources (continued)

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



7

March 2020 Financial Report

7

WATER FUND

Expenses

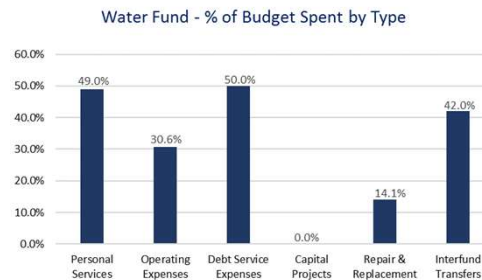
- ▶ Total expenses through March was at 34.2% of the annual budget.

Debt Service Expenses:

- Loan payment for Water Main project was paid on November 14, 2019.
- Loan payment for Water Plant project was paid on March 15, 2020.

Capital Purchases:

- The capital expenditures for March totaled \$9.2 thousand or 1.3% of the annual budget.



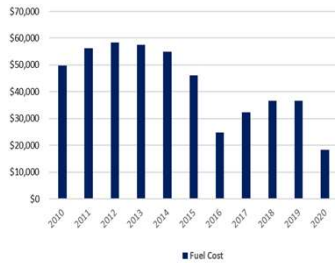
8

March 2020 Financial Report

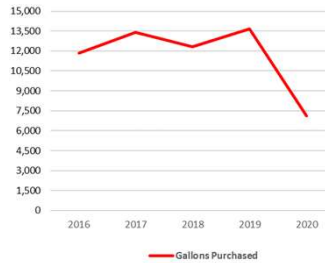
8

FUEL COSTS ANALYSIS

Fuel Cost by Fiscal Year



Gallons Purchased by Fiscal Year



Fiscal Year	Fuel Cost	Gallons Purchased	Avg Price / Gallon
2010	\$49,662		
2011	\$56,162		
2012	\$58,320		
2013	\$57,515		
2014	\$54,888		
2015	\$46,030		
2016	\$24,771	11,858	\$2.09
2017	\$32,433	13,405	\$2.42
2018	\$36,733	12,320	\$2.98
2019	\$36,586	13,666	\$2.68
2020	\$18,309	7,104	\$2.58



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March 2020 Financial Report

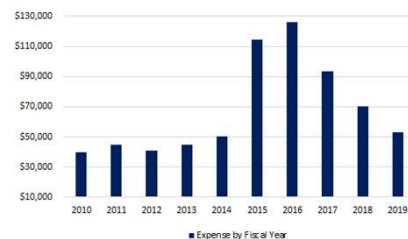
9

WORKERS' COMPENSATION INSURANCE ANALYSIS

Expense by Fiscal Year & Department

Fiscal Year	Admin	Police	Water	Total
2010	\$ 3,314	\$ 28,191	\$ 8,532	\$ 40,036
2011	\$ 2,591	\$ 33,618	\$ 8,697	\$ 44,906
2012	\$ 1,229	\$ 32,501	\$ 7,275	\$ 41,005
2013	\$ 1,324	\$ 34,957	\$ 8,418	\$ 44,699
2014	\$ 1,653	\$ 39,343	\$ 9,560	\$ 50,556
2015	\$ 5,350	\$ 81,530	\$ 27,726	\$ 114,606
2016	\$ 5,897	\$ 89,829	\$ 30,361	\$ 126,086
2017	\$ 4,180	\$ 65,618	\$ 23,855	\$ 93,653
2018	\$ 3,313	\$ 49,202	\$ 17,897	\$ 70,412
2019	\$ 2,648	\$ 35,306	\$ 14,940	\$ 52,894
TOTAL	\$ 31,499	\$ 490,092	\$ 157,262	\$ 678,853

Total Expenses by Fiscal Year



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March 2020 Financial Report

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MEMORANDUM

TO: Mayor Deb Tarrant and Commissioners
FROM: Stephen Bloom, Finance Director
CC: Commissioner Vicky Feaman, Treasurer / Ken Cassel, Project Manager
DATE: April 22, 2020
SUBJECT: March Financial Report

Please find included in this agenda item the March 2020 financial report. At this point in the fiscal year (through March), the revenues and expenditures should be at approximately 50% 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 March was at 76.5% of the annual budget.
 - Ad valorem taxes are 91.9% collected through March.
- Total expenditures through March were at 46.5% of the annual budget.

Special Revenue Funds

Community Bus

- Total funding and expenditures through March were at 44% of the annual budget.

Marine Law Enforcement Grant

- Total funding and expenditures through March were at 28.7% of the annual budget.

Permitting, P&Z, Code Compliance

- Total funding and expenditures through March were at 46.8% of the annual budget.

Federal Forfeitures / Asset Sharing

- Total funds received thru March - \$349,346.

Debt Service Fund – (Beach Loan)

- Total revenues (Non-Ad valorem assessments) through March were at 91.6% 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 March were at 23.6% of the annual budget.

MEMORANDUM

Town of Hillsboro Beach
Subject: March Financial Report
Page 2

Water Fund – (Operations)

- Total funding through March was at 46.8% of the annual budget. The water usage billings through March (YTD) were up by 3.15% compared to last year at the same time. For the month of March, the total gallons used was up by 11.7% or 2,050 thousand gallons compared to last month. The chart below compares the usage for March by category (Single Family, Multi Family, Irrigation) with last month and with the prior year - March 2019. The Change in usage and % change compare current month with prior month.

Usage Comparison in thousands)

Service Type	(Prior Yr) Mar-19	Feb-20	Mar-20	Month-to-Month Change	
				Change in Usage	% Change
Irrigation	9,102	7,659	9,353	1,694	22.1%
Single Family	3,494	2,370	2,188	-182	-7.7%
Multi Family	8,289	7,506	8,044	538	7.2%
Total	20,885	17,535	19,585	2,050	11.7%

- Total expenses through March were at 41.3% of the annual budget.

Debt Service – (State Revolving Loans)

- Total funding through March was 50% 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 March were at 1.3% of the annual budget.

Town of Hillsboro Beach

Financial Report

March 31, 2020

Prepared by



Town of Hillsboro Beach

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Town of Hillsboro Beach

Financial Statements

(Unaudited)

March 31, 2020



Balance Sheet
March 31, 2020

ACCOUNT DESCRIPTION	GENERAL FUNDS	SPECIAL REVENUE FUNDS	DEBT SERVICE FUNDS	CAPITAL PROJECT FUNDS	WATER FUNDS	TOTAL
<u>ASSETS</u>						
Current Assets						
Equity in Pooled Cash	\$ 5,582,670	\$ 76,842	\$ (56,424)	\$ 20,507	\$ 2,053,646	\$ 7,677,241
Accounts Receivable	83,922	313	-	-	189,594	273,829
Allow -Doubtful Accounts	(26,072)	-	-	-	(32,305)	(58,377)
Assessments Receivable	-	-	65,736	-	-	65,736
Due From Other Gov'tl Units	31,572	14,176	-	-	-	45,748
Deferred Outflow of Resources	-	-	-	-	91,447	91,447
Fuel	5,535	-	-	-	-	5,535
Money Market Account	-	310,221	-	-	-	310,221
Prepaid Items	46,563	-	-	-	10,862	57,425
Deposits	350,000	-	-	-	-	350,000
Total Current Assets	6,074,190	401,552	9,312	20,507	2,313,244	8,818,805
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 Noncurrent Assets	-	-	-	-	11,714,362	11,714,362
TOTAL ASSETS	\$ 6,074,190	\$ 401,552	\$ 9,312	\$ 20,507	\$ 14,027,606	\$ 20,533,167

LIABILITIES

Current Liabilities

Accounts Payable	\$ 207,399	\$ 17,973	\$ -	\$ 20,507	\$ 13,532	\$ 259,411
Accrued Expenses	63,024	32,552	-	-	85	95,661
DBPR/DCA/BRA Surcharges	-	1,679	-	-	-	1,679
Accounts Payable - Other	100	-	-	-	-	100
Notes/Loans Payable - Current	-	-	-	-	636,745	636,745
Compensated Absences-Current	26,244	-	-	-	-	26,244
Accrued Interest Payable	-	-	-	-	27,391	27,391
Accrued Wages Payable	23,202	-	-	-	3,729	26,931
Accrued Taxes Payable	5,835	-	-	-	933	6,768



Balance Sheet
March 31, 2020

ACCOUNT DESCRIPTION	GENERAL FUNDS	SPECIAL REVENUE FUNDS	DEBT SERVICE FUNDS	CAPITAL PROJECT FUNDS	WATER FUNDS	TOTAL
Payroll Deduction - Misc.	8,010	-	-	-	2,927	10,937
ICMA-Retirement Health Savings	334	-	-	-	-	334
Flexible Spending Account	435	-	-	-	489	924
Deposits	8,125	-	-	-	-	8,125
Deferred Revenue	-	-	65,736	-	-	65,736
Total Current Liabilities	342,708	52,204	65,736	20,507	685,831	1,166,986
Long-Term Liabilities						
Note/Loan Payable - LT (Water Plant)	-	-	-	-	3,386,407	3,386,407
Note/Loan Payable - LT (Water Main)	-	-	-	-	5,256,053	5,256,053
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 Long-Term Liabilities	-	-	-	-	9,028,362	9,028,362
TOTAL LIABILITIES	342,708	52,204	65,736	20,507	9,714,193	10,195,348

FUND BALANCES / NET ASSETS

Fund Balances

Nonspendable:

Prepaid Items	46,563	-	-	-	-	46,563
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Restricted for:

Special Revenue	-	349,348	-	-	-	349,348
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Unassigned:

	5,684,919	-	(56,424)	-	-	5,628,495
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Net Assets

Invested in capital assets, net of related debt	-	-	-	-	2,435,156	2,435,156
Unrestricted/Unreserved	-	-	-	-	1,878,257	1,878,257

TOTAL FUND BALANCES / NET ASSETS	\$ 5,731,482	\$ 349,348	\$ (56,424)	\$ -	\$ 4,313,413	\$10,337,819
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TOTAL LIABILITIES & FUND BALANCES / NET ASSETS	\$ 6,074,190	\$ 401,552	\$ 9,312	\$ 20,507	\$14,027,606	\$20,533,167
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**Statement of Revenues, Expenditures and Changes in Fund Balances
General Fund**

For the Period Ending March 31, 2020

(50% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Mar-19	Variance Fav (unfav)
FUNDING						
Revenues						
Property Taxes	\$ 4,715,939	\$ 4,329,160	\$ 386,779	91.8%	\$ 4,383,357	\$ (54,197)
Other Local Taxes	270,000	137,004	132,996	50.7%	136,078	926
Intergovernmental Revenues	178,949	89,042	89,907	49.8%	89,247	(205)
Fines & Forfeitures	5,100	1,428	3,672	28.0%	2,140	(712)
Miscellaneous Revenues	45,000	35,817	9,183	79.6%	13,162	22,656
Interest Income	48,000	47,940	60	99.9%	65,974	(18,034)
Total Revenues	5,262,988	4,640,392	622,596	88.2%	4,689,959	(49,567)
Other Sources						
Transfer In	133,000	25,000	108,000	18.8%	48,233	(23,233)
Use / (Add't) Fund Balance	699,827	-	-	0.0%	-	-
Total Other Sources	832,827	25,000	108,000	3.0%	48,233	(23,233)
TOTAL FUNDING						
	6,095,815	4,665,392	730,596	76.5%	4,738,192	(72,800)
EXPENDITURES						
Town Commission	48,396	17,488	30,908	36.1%	16,155	(1,333)
Town Manager	357,123	152,528	204,595	42.7%	115,937	(36,591)
Town Clerk	252,970	96,768	156,202	38.3%	74,500	(22,267)
Police	2,880,753	1,420,105	1,460,648	49.3%	1,327,668	(92,438)
Facility Services	211,332	102,563	108,769	48.5%	103,626	1,062
Finance	110,639	49,770	60,869	45.0%	47,545	(2,225)
Fire Rescue	819,287	409,629	409,659	50.0%	401,557	(8,072)
Solid Waste	273,714	134,107	139,607	49.0%	134,107	-
Beaches	663,000	351,743	311,257	53.1%	416,008	64,265
Charitable Donations	6,560	4,060	2,500	61.9%	3,572	(488)
Contingency	100,000	-	100,000	0.0%	-	-
TOTAL EXPENSES	5,723,774	2,738,760	\$ 2,985,014	47.8%	2,640,674	(98,086)
Interfund Transfer - Out	372,041	93,187	278,854	25.0%	62,142	(31,045)
TOTAL EXPENDITURES	6,095,815	2,831,947	\$ 3,263,868	46.5%	2,702,816	(129,130)
Total Funding over (under)						
Expenditures	\$ -	1,833,445			\$ 2,035,376	\$ (201,930)
Fund Balance - Beginning		3,898,036				
Fund Balance - Ending		\$ 5,731,481				



General Fund - Revenue
For the Period Ending March 31, 2020

(50% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Mar-19	Variance Fav (unfav)
FUNDING						
Revenues						
Property Tax						
Ad Valorem Taxes	\$ 4,891,478	\$ 4,493,638	\$ 397,840	91.9%	\$ 4,550,772	\$ (57,134)
Ad Valorem Taxes - Prior Years	3,000	7,874	(4,874)	262.5%	2,947	4,927
Ad Valorem Taxes - Discounts	(178,539)	(172,352)	(6,187)	96.5%	(170,362)	(1,990)
Total - Property Tax	4,715,939	4,329,160	386,779	91.8%	4,383,357	(54,197)
Other Local Taxes						
FPL Franchise	230,000	116,723	113,277	50.7%	116,291	431
Local Communications Tax	40,000	20,282	19,718	50.7%	19,787	494
Total - Other Local Taxes	270,000	137,004	132,996	50.7%	136,078	926
Intergovernmental Revenues						
Occupational Licenses	1,700	318	1,382	18.7%	431	(114)
State Revenue Sharing	45,500	22,701	22,799	49.9%	22,513	188
Alcoholic Beverage License	640	-	640	0.0%	-	-
Half-Cent Sales Tax	131,109	65,486	65,623	49.9%	65,794	(308)
Total - Intergov. Revenues	178,949	89,042	89,907	49.8%	89,247	(205)
Fines & Forfeitures						
Judgments and Fines	5,000	1,428	3,572	28.6%	2,007	(579)
Other Fines and/or Forfeits	100	-	100	0.0%	133	(133)
Total - Fines & Forfeitures	5,100	1,428	3,672	28.0%	2,140	(712)
Miscellaneous Revenue						
Miscellaneous	10,000	1,136	8,864	11.4%	6,362	(5,226)
Police Reimbursement	20,000	25,881	(5,881)	129.4%	-	25,881
Lien Search Fee	15,000	8,800	6,200	58.7%	6,800	2,000
Total - Misc. Revenue	45,000	35,817	9,183	79.6%	13,162	22,656
Interest Income						
Interest - Investments	75,000	45,391	29,609	60.5%	31,930	13,461
Interest - Tax Collector	3,000	2,358	642	78.6%	2,512	(154)
Net Incr (Decr) In FMV-Invest	(30,000)	191	(30,191)	-0.6%	31,532	(31,341)
Total - Interest Income	48,000	47,940	60	99.9%	65,974	(18,034)
Total Revenue	5,262,988	4,640,392	622,596	88.2%	4,689,959	(49,567)



General Fund - Revenue
For the Period Ending March 31, 2020

(50% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Mar-19	Variance Fav (unfav)
Transfer In						
Water Fund	50,000	25,000	25,000	50.0%	25,000	-
Special Rev. - Permits, P&Z	83,000	-	83,000	0.0%	23,233	(23,233)
Total - Transfer In	133,000	25,000	108,000	18.8%	48,233	(23,233)
Use / (Add't) Fund Balance	699,827	-	699,827	0.0%	-	-
TOTAL FUNDING	6,095,815	4,665,392	1,430,423	76.5%	4,738,192	(72,800)



General Fund - Town Commission

For the Period Ending March 31, 2020

(50% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Mar-19	Variance Fav (unfav)
Personal Services						
Mayor/Commission Stipend	\$ 28,800	\$ 14,400	\$ 14,400	50.0%	\$ 14,400	\$ -
FICA	2,203	1,102	1,101	50.0%	1,102	-
Total Personal Services	31,003	15,502	15,501	50.0%	15,502	-
Operating Expenses						
Election Fees	7,893	108	7,785	1.4%	162	54
Conferences/Seminars	6,000	-	6,000	0.0%	-	-
Mayor/Commission Expense	3,500	1,878	1,622	53.7%	491	(1,387)
Total Operating Expenses	17,393	1,986	15,407	11.4%	653	(1,333)
TOTAL COMMISSION	\$ 48,396	\$ 17,488	\$ 30,908	36.1%	\$ 16,155	\$ (1,333)



General Fund - Town Manager
For the Period Ending March 31, 2020

(50% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Mar-19	Variance Fav (unfav)
Personal Services						
Salaries	\$ 132,860	\$ 66,424	\$ 66,436	50.0%	\$ 64,500	\$ (1,924)
Payroll - Vacation	11,856	-	11,856	0.0%	-	-
Car Allowance	6,000	3,000	3,000	50.0%	3,000	-
FICA	11,530	5,067	6,464	43.9%	4,879	(188)
Florida Retirement System	36,772	17,097	19,675	46.5%	-	(17,097)
401 (A) Plan	-	-	-	n/a	6,000	6,000
Health and Life Insurance	16,659	9,340	7,319	56.1%	7,650	(1,690)
Workers' Comp Insurance	346	99	247	28.5%	95	(3)
Unemployment Compensation	500	-	500	0.0%	-	-
Total Personal Services	216,523	101,026	115,497	46.7%	86,124	(14,902)
Operating Expenses						
Town Attorney	65,000	49,094	15,906	75.5%	25,908	(23,187)
Prof. Services - IT Services	9,100	1,800	7,300	19.8%	1,800	-
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	2,500	7	2,493	0.3%	-	(7)
Total Operating Expenses	140,600	51,501	89,099	36.6%	29,813	(21,689)
TOTAL TOWN MANAGER	\$ 357,123	\$ 152,528	\$ 204,595	42.7%	\$ 115,937	\$ (36,591)



General Fund - Town Clerk
For the Period Ending March 31, 2020

(50% Yr Complete)

Description						PRIOR YEAR	
	Annual	Year to Date	Amount	% of	Year to Date	Variance	
	Budget	Actual	Remaining	Annual Budget	Mar-19	Fav (unfav)	
Personal Services							
Salaries	\$ 114,726	\$ 36,241	\$ 78,485	31.6%	\$ 34,222	\$ (2,020)	
Payroll - Vacation	2,301	920	1,381	40.0%	-	(920)	
FICA	8,953	2,827	6,126	31.6%	2,609	(217)	
Florida Retirement System	9,912	3,056	6,856	30.8%	2,821	(235)	
Health and Life Insurance	28,397	8,798	19,599	31.0%	4,398	(4,401)	
Workers' Comp Insurance	299	85	214	28.5%	94	8	
Unemployment Compensation	250	-	250	0.0%	-	-	
Total Personal Services	164,838	51,928	112,910	31.5%	44,143	(7,785)	
Operating Services							
Coding Ordinance	3,000	1,303	1,697	43.4%	-	(1,303)	
Prof. Services- Digitize records	15,000	-	15,000	0.0%	-	-	
Temporary Labor	-	9,141	(9,141)	n/a	10,944	1,803	
Contracts - Other Services	4,000	6,165	(2,165)	154.1%	1,688	(4,478)	
Software Maintenance/Support	7,465	4,942	2,523	66.2%	1,750	(3,192)	
Postage and Freight	2,500	1,230	1,270	49.2%	605	(625)	
Copier	5,600	3,561	2,039	63.6%	2,471	(1,090)	
Advertising	15,000	4,571	10,429	30.5%	4,859	288	
Office Supplies	5,900	2,179	3,721	36.9%	1,829	(350)	
Website Support	4,967	2,484	2,483	50.0%	-	(2,484)	
Subscriptions and Memberships	5,700	5,758	(58)	101.0%	2,316	(3,442)	
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	44,840	43,292	50.9%	30,357	(14,483)	
TOTAL TOWN CLERK	\$ 252,970	\$ 96,768	\$ 156,202	38.3%	\$ 74,500	\$ (22,267)	



General Fund - Police

For the Period Ending March 31, 2020

(50% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date	Variance
					Mar-19	Fav (unfav)
Personal Services						
Salaries	\$ 1,537,597	\$ 763,283	\$ 774,314	49.6%	\$ 732,069	\$ (31,214)
Paid Holidays	50,187	34,948	15,239	69.6%	33,116	(1,832)
Overtime	20,000	15,537	4,463	77.7%	6,718	(8,819)
Overtime - Task Force	20,000	13,153	6,847	65.8%	-	(13,153)
Sick Leave Cash Out	30,000	30,638	(638)	102.1%	28,010	(2,628)
Incentive	17,270	6,660	10,610	38.6%	9,570	2,910
FICA	130,462	66,798	63,664	51.2%	62,424	(4,374)
Florida Retirement System	361,695	177,078	184,617	49.0%	181,783	4,705
Health and Life Insurance	419,330	197,420	221,910	47.1%	170,453	(26,966)
Workers' Comp Insurance	57,694	16,435	41,259	28.5%	17,656	1,220
Tuition Reimbursement	2,250	-	2,250	0.0%	-	-
AD&D Insurance	887	336	551	37.9%	420	84
Unemployment Compensation	1,000	-	1,000	0.0%	-	-
Total Personal Services	2,648,372	1,322,287	1,326,085	49.9%	1,242,220	(80,068)
Operating Expenses						
Contracts - Other Services	27,650	6,810	20,840	24.6%	5,545	(1,264)
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	1,806	2,294	44.1%	2,435	629
Mobile Phones	7,300	2,335	4,965	32.0%	1,845	(490)
Postage	500	56	444	11.3%	9	(48)
Electricity	8,500	3,967	4,533	46.7%	4,108	141
Liability and Property Insurance	26,396	10,081	16,315	38.2%	10,640	559
Building Repairs & Maintenance	3,000	198	2,802	6.6%	3,211	3,013
Radio Maintenance	2,100	-	2,100	0.0%	-	-
Auto Repairs and Maintenance	25,000	10,391	14,609	41.6%	10,895	504
Boat Repairs and Maintenance	15,000	4,094	10,906	27.3%	9,213	5,119
ATV Repairs and Maintenance	1,500	146	1,354	9.8%	78	(68)
Rental - Vehicles	-	4,543	(4,543)	n/a	-	(4,543)
Copier	2,700	1,774	926	65.7%	1,309	(466)
Miscellaneous Services	1,500	20	1,480	1.3%	1,220	1,200
Internet Service	6,100	2,962	3,138	48.6%	2,637	(325)
Physical Examinations	750	435	315	58.0%	260	(175)
Office Supplies	3,000	199	2,801	6.6%	1,221	1,022
Operating Supplies	6,000	5,131	869	85.5%	1,274	(3,857)
Fuel & Oil	36,000	16,179	19,821	44.9%	13,713	(2,465)



General Fund - Police
For the Period Ending March 31, 2020

(50% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Mar-19	Variance Fav (unfav)
Uniforms Supplies	7,000	5,198	1,802	74.3%	4,805	(393)
Investigation Division	1,500	403	1,097	26.9%	16	(387)
Subscriptions and Memberships	1,785	1,645	140	92.2%	1,281	(364)
Weapons & Specialty Gear	2,000	-	2,000	0.0%	998	998
Education / Training	14,000	12,782	1,218	91.3%	6,951	(5,831)
Capital Outlay-Office Computers	-	5,759	(5,759)	n/a	-	(5,759)
Total Operating Expenses	232,381	97,818	134,563	42.1%	85,448	(12,370)
TOTAL POLICE	\$ 2,880,753	\$ 1,420,105	\$ 1,460,648	49.3%	\$ 1,327,668	\$ (92,438)



General Fund - Facility Services

For the Period Ending March 31, 2020

(50% Yr Complete)

Description						PRIOR YEAR	
	Annual	Year to Date	Amount	% of	Year to Date	Variance	
	Budget	Actual	Remaining	Annual Budget			
Personal Services							
Salaries	\$ 48,818	\$ 24,898	\$ 23,920	51.0%	\$ 23,970	\$ (927)	
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	2,178	1,987	52.3%	2,116	(62)	
Florida Retirement System	4,612	2,105	2,507	45.7%	2,280	175	
Health and Life Insurance	33,417	14,680	18,737	43.9%	13,791	(889)	
Workers' Comp Insurance	3,892	1,109	2,783	28.5%	1,135	26	
Total Personal Services	100,535	48,536	51,999	48.3%	46,966	(1,571)	
Operating Expenses							
Telephone Service	5,000	3,759	1,241	75.2%	2,304	(1,455)	
Utility - Water	6,500	3,302	3,198	50.8%	3,175	(127)	
Electricity	4,000	1,839	2,161	46.0%	1,914	74	
Utility - Sewer	900	380	520	42.2%	406	27	
Internet Service	5,500	2,376	3,124	43.2%	2,145	(231)	
Liability and Property Insurance	20,497	8,492	12,005	41.4%	8,783	291	
Pest Control - Building/Grounds	1,200	576	624	48.0%	546	(31)	
R&M - Equipment	10,000	1,242	8,758	12.4%	14,161	12,919	
R&M - Grounds	2,000	488	1,512	24.4%	-	(488)	
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%	2,138	222	
Generator Maint. Contract	5,200	1,582	3,618	30.4%	-	(1,582)	
R&M - Bocce Court	1,000	2,488	(1,488)	248.8%	-	(2,488)	
Operating Supplies - General	4,000	5,353	(1,353)	133.8%	988	(4,364)	
Town Events	25,000	17,682	7,318	70.7%	-	(17,682)	
A/C Maintenance Contract	2,000	-	2,000	0.0%	-	-	
Total Operating Expenses	110,797	54,027	56,770	48.8%	56,660	2,633	
TOTAL FACILITY SERVICES	\$ 211,332	\$ 102,563	\$ 108,769	48.5%	\$ 103,626	\$ 1,062	



General Fund - Other Departments

For the Period Ending March 31, 2020

(50% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Mar-19	Variance Fav (unfav)
Finance						
Auditing Services	\$ 19,500	\$ 1,625	\$ 17,875	8.3%	\$ 2,400	\$ 775
Accounting/Financial Services	84,389	42,890	41,499	50.8%	40,227	(2,663)
Investment Services	6,000	5,119	881	85.3%	4,546	(573)
Bank Fees	750	135	615	18.1%	371	236
Total Finance Expense	110,639	49,770	60,869	45.0%	47,545	(2,225)
Fire Rescue						
Fire Service Agreement	819,287	409,629	409,659	50.0%	401,557	(8,072)
Total Fire Rescue Expense	819,287	409,629	409,659	50.0%	401,557	(8,072)
Solid Waste						
Contracts Services	273,714	134,107	139,607	49.0%	134,107	-
Total Solid Waste Expense	273,714	134,107	139,607	49.0%	134,107	-
Beach Management						
Engineering – Monitoring (2018 Proj.)	49,000	56,991	(7,991)	116.3%	-	(56,991)
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	277,720	222,280	55.5%	368,630	90,910
Beach Salvage (Boat removal)	2,000	-	2,000	0.0%	2,500	2,500
Buoys	10,000	859	9,141	8.6%	7,000	6,141
Total Beach Management Expense	663,000	351,743	311,257	53.1%	416,008	64,265
Charitable Donations						
Lighthouse Preservation Contrib.	2,500	-	2,500	0.0%	-	-
Area Council on Aging Contrib.	4,060	4,060	-	100.0%	3,572	(488)
Total Charitable Donations	6,560	4,060	2,500	61.9%	3,572	(488)
Contingency	100,000	-	100,000	0.0%	-	-
Total Expense before Transfer Out	1,973,200	949,308	1,023,892		1,002,789	53,481



General Fund - Other Departments

For the Period Ending March 31, 2020

(50% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Mar-19	Variance Fav (unfav)
Transfer Out						
To Transportation Fund	17,041	9,984	7,057	58.6%	8,502	(1,482)
To Permitting, P&Z, Code Enf. Fund	-	11,012	(11,012)	n/a	-	(11,012)
To General Fund CIP	355,000	72,191	282,809	20.3%	53,640	(18,551)
Total Transfer Out	372,041	93,187	278,854	25.0%	\$ 62,142	\$ (31,045)
TOTAL OTHER DEPARTMENTS	\$ 2,345,241	\$ 1,042,495	\$ 1,302,746	44.5%	\$ 1,064,931	\$ 22,436
TOTAL GENERAL FUND EXPENDITURES	\$ 6,095,815	\$ 2,826,188	\$ 3,269,627	46.4%	\$ 2,702,816	\$ (123,371)



Notes to the Financial Statements - General Fund March 31, 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 50% through March. 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	45,391	60.5%	Interest on BankUnited Money Market and investments
Ad Valorem Taxes	4,891,478	4,493,638	91.9%	Collections were at 94% at this time last year
FPL Franchise	230,000	116,723	50.7%	Accrued revenue from FPL
Communication Services Taxes	40,000	20,282	50.7%	Revenue from the State
Interest - Tax Collector	3,000	2,358	78.6%	Quarterly interest on assessments collected
Police Reimbursement	20,000	25,881	129.4%	Reimbursable DEA overtime and car rental
Lien Search Fee	15,000	8,800	58.7%	Lien Searches of properties
Expenditures				
<u>Commission</u>				
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
<u>Town Manager</u>				
Life and Health Insurance	16,659	9,340	56.1%	Monthly insurance paid to City of N Miami Beach, plus additional life insurance
Town Attorney	65,000	49,094	75.5%	Includes general matters, meeting attendance, Seagrape appeal
<u>Town Clerk</u>				
Temporary Labor	-	9,141	0.0%	Temporary Administrative Assistant
Contracts - Other Services	4,000	6,165	154.1%	Special meeting minutes and videography, Infinisource, web & graphic design for survey, conference calls
Software Maintenance/Support	7,465	4,942	66.2%	DCR software maintenance, Laserfiche support, Ubiquiti AC Pro, repairs to HD
Copier	5,600	3,561	63.6%	Copier lease, copies, storage fees
Subscriptions and Memberships	5,700	5,758	101.0%	Annual memberships for ICMA, Municode, BLOC, FLOC, KnowBe4 Security, FSBPA, Civic Clerk Agenda Mgmt, Sun-Sentinel newspaper, BCMCA, ICMA, municode
<u>Police</u>				
Payroll-Holidays	50,187	34,948	69.6%	Paid for holidays
Payroll-Overtime	20,000	15,537	77.7%	Staffing during vacations and sick time
Payroll-Overtime Task Force	20,000	13,153	65.8%	DEA overtime
Sick Leave	30,000	30,638	102.1%	Paid out annually in December
Copier	2,700	1,774	65.7%	Copier lease and copies which includes copies of records
Physical Examinations	750	435	58.0%	Pre-employment polygraph and evaluations, vaccines
Operating Supplies	6,000	5,131	85.5%	Supplies, fire supplies, bio hazard/anti-microbial supplies, handgun & rifle ammunition
Uniforms Supplies	7,000	5,198	74.3%	Trousers, polos, badges, embroidery, bulletproof vests/carriers, marine unit shirts
Subscriptions and Memberships	1,785	1,645	92.2%	Annual memberships for FLPCA, BCCPA, IACP, NIGP SEFL, FBINAA and Haz Mat license renewal



**Notes to the Financial Statements - General Fund
March 31, 2020**

Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
Expenditures (continued)				
<u>Police</u> (continued)				
Education / Training	14,000	12,782	91.3%	Power Standards software, FL Law Enforcement handbook, FLPCA Chief Executive training, PowerDMS software, conferences, hotels, FLMLUR, rifle range training
Capital Outlay-Office Computers	-	5,759	0.0%	Dell Laptops (2)
<u>Facility Services</u>				
Payroll-Salaries	48,818	24,898	51.0%	Maintenance worker's salary includes overtime for events
Sick Leave Cash Out	1,876	1,690	90.1%	Paid out annually in December
Telephone Service	5,000	3,759	75.2%	Monthly phone service from AT&T increased more than expected
Utility - Water	6,500	3,302	50.8%	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	5,353	133.8%	Operating supplies plus (3) Samsung 55" TVs
Town Events	25,000	17,682	70.7%	Shredding event, Holiday lighting, Hounds of Hillsboro
<u>Finance</u>				
Investment Services	6,000	5,119	85.3%	Monthly and quarterly investment fees
<u>Beach Management</u>				
Eng – Monitoring (2018 Proj.)	49,000	56,991	116.3%	New beach project monitoring
Beach Attorney	500,000	277,720	55.5%	Deerfield Beach issue
<u>Charitable Donations</u>				
Area Council on Aging Contrib.	4,060	4,060	100.0%	Paid in full for year.



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

For the Period Ending March 31, 2020

(50% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Mar-19	Variance Fav (unfav)
<u>FUNDING</u>						
Revenues						
Local Option Gas Tax	35,971	16,382	19,589	45.5%	17,335	(952)
County Transportation Grant	28,888	9,669	19,219	33.5%	10,199	(530)
Total Revenues	64,859	26,051	38,808	40.2%	27,533	(1,482)
<u>Other Sources</u>						
Transfer In	17,041	9,984	7,057	58.6%	8,502	1,482
Total Other Sources	17,041	9,984	7,057	58.6%	8,502	1,482
TOTAL FUNDING	81,900	36,035	45,865	44.0%	36,035	-
<u>EXPENDITURES</u>						
Contractual Services	81,900	36,035	45,865	44.0%	36,035	-
TOTAL EXPENDITURES	81,900	36,035	\$ 45,865	44.0%	36,035	-
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 March 31, 2020

(50% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Mar-19	Variance Fav (unfav)
<u>FUNDING</u>						
Revenues						
Marine Law Enforcement Grant	30,336	8,697	21,639	28.7%	9,936	(1,239)
Total Revenues	30,336	8,697	21,639	28.7%	9,936	(1,239)
TOTAL FUNDING	30,336	8,697	21,639	28.7%	9,936	(1,239)
<u>EXPENDITURES</u>						
Police Wages	30,336	8,697	21,639	28.7%	9,936	1,239
TOTAL EXPENDITURES	30,336	8,697	\$ 21,639	28.7%	9,936	1,239
Total Funding over (under)						
Expenditures	<u>\$ -</u>	<u>-</u>			<u>\$ -</u>	<u>\$ -</u>
Fund Balance - Beginning			-			
Fund Balance - Ending		<u>\$ -</u>	-			



Statement of Revenues, Expenditures and Changes in Fund Balances
Special Revenue Fund - Permitting, P&Z, Code Compliance
For the Period Ending March 31, 2020

(50% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Mar-19	Variance Fav (unfav)
<u>FUNDING</u>						
Revenues						
Building Permit Fees	300,000	189,470	110,530	63.2%	106,699	82,771
Building Admin Fees	123,000	75	122,925	0.1%	36,675	(36,600)
Planning & Zoning Fees	10,000	2,100	7,900	21.0%	2,135	(35)
Total Revenues	433,000	191,645	241,355	44.3%	145,509	46,136
<u>Other Sources</u>						
Transfer In	-	11,012	(11,012)	n/a	-	11,012
Total Other Sources	-	11,012	(11,012)	n/a	-	11,012
TOTAL FUNDING	433,000	202,657	230,343	46.8%	145,509	57,148

EXPENDITURES

Building, P&Z, and Code Compliance

ProfServ-Building Permits - RMA	30,000	19,000	11,000	63.3%	14,075	(4,925)
ProfServ-General Admin - RMA	15,000	5,825	9,175	38.8%	4,925	(900)
ProfServ-Site Planning - RMA	10,000	7,800	2,200	78.0%	2,400	(5,400)
ProfServ-Building Permits - CGA	255,000	160,472	94,528	62.9%	92,428	(68,045)
ProfServ-Engineering - Other	10,000	1,400	8,600	14.0%	3,201	1,801
Code Compliance	30,000	5,528	24,472	18.4%	3,000	(2,528)
Credit Card Processing Fees	-	2,631	(2,631)	n/a	2,248	(383)
Total Building, P&Z, and Code	350,000	202,657	147,343	57.9%	122,276	(80,381)
Transfer to General Fund	83,000	-	83,000	0.0%	23,233	23,233
TOTAL EXPENDITURES	433,000	202,657	\$ 230,343	46.8%	145,509	(57,148)

Total Funding over (under)

Expenditures	\$ -	\$ -	\$ -
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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 March 31, 2020

(50% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Mar-19	Variance Fav (unfav)
<u>FUNDING</u>						
Revenues						
Federal Forfeitures	-	56,003	(56,003)	n/a	21,920	34,084
Interest Income	-	1,857	(1,857)	n/a	11	1,846
Total Revenues	-	57,860	(57,860)	n/a	21,931	35,929
TOTAL FUNDING						
	-	57,860	(57,860)	n/a	21,931	35,929
<u>EXPENDITURES</u>						
TOTAL EXPENDITURES						
	-	-	\$ -	n/a	-	-
Total Funding over (under)						
Expenditures	\$ -	57,860			\$ 21,931	\$ 35,929
Fund Balance - Beginning		291,485				
Fund Balance - Ending		\$ 349,346				



Statement of Revenues, Expenditures and Changes in Fund Balances
Debt Service Fund - (Beach Loan)
For the Period Ending March 31, 2020

(50% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Mar-19	Variance Fav (unfav)
<u>FUNDING</u>						
Revenues						
Special Assents- Tax Collector	\$ 750,523	\$ 687,621	\$ 62,902	91.6%	\$ 688,671	\$ (1,050)
Interest - Tax Collector	-	372	(372)	n/a	401	(29)
Total Revenues	750,523	687,993	62,530	91.7%	689,072	(1,079)
TOTAL FUNDING	750,523	687,993	62,530	91.7%	689,072	(1,079)
<u>EXPENDITURES</u>						
Debt Service Expenses						
Principal Debt Retirement	655,740	1,331,440	(675,700)	203.0%	-	(1,331,440)
Interest Expense	40,214	38,534	1,680	95.8%	-	(38,534)
Debt Service Contingency	54,569	-	54,569	0.0%	-	-
Total Debt Service Expense	750,523	1,369,975	(619,452)	182.5%	-	-1,369,975
TOTAL EXPENDITURES	750,523	1,369,975	\$ (619,452)	182.5%	-	(1,369,975)
Total Funding over (under)						
Expenditures	\$ -	(681,981)			689,072	\$ (1,371,054)
Fund Balance - Beginning		625,558				
Fund Balance - Ending		\$ (56,424)				



Statement of Revenues, Expenditures and Changes in Fund Balances
Capital Projects Fund - (General Fund Improvements)
For the Period Ending March 31, 2020

(50% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Mar-19	Variance Fav (unfav)
<u>FUNDING</u>						
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	72,191	282,809	20.3%	53,640	18,551
Loan Proceeds	500,000	1,224,757	(724,757)	245.0%	-	1,224,757
Total Other Sources	855,000	1,296,947	(441,947)	151.7%	53,640	1,243,307
TOTAL FUNDING	5,486,156	1,296,947	4,189,209	23.6%	53,640	1,243,307
<u>EXPENDITURES</u>						
Land Purchase						
Town Attorney	-	32,754	(32,754)	n/a	-	(32,754)
Postage	-	1,474	(1,474)	n/a	-	(1,474)
Miscellaneous Services	-	1,271	(1,271)	n/a	-	(1,271)
Contracts - Other Services	-	13,675	(13,675)	n/a	-	(13,675)
Total Land Purchase Expense	-	49,174	(49,174)	n/a	-	(49,174)
Beach Projects						
Engineering – FY20 Project	223,111	-	223,111	0.0%	-	-
Construction – FY20 Project	4,408,045	1,224,757	3,183,288	27.8%	-	(1,224,757)
Total Beach Project Expense	4,631,156	1,224,757	3,406,399	26.4%	-	(1,224,757)
Miscellaneous						
Buoy Relocation	130,000	-	130,000	0.0%	-	-
FPL Utility Design	80,000	995	79,005	1.2%	23,161	22,166
Police Cars / Equipment	70,000	22,021	47,979	31.5%	30,479	8,458
Comm. Chambers Upgrade	500,000	-	500,000	0.0%	-	-
Comm. Chambers - Monitors	5,000	-	5,000	0.0%	-	-
Roof - Emerg. Generator Bldg	5,000	-	5,000	0.0%	-	-
Roof - Police Building	65,000	-	65,000	0.0%	-	-
Total Misc. Expense	855,000	23,016	831,984	2.7%	53,640	30,624
TOTAL EXPENDITURES	5,486,156	1,296,947	4,189,209	23.6%	53,640	(1,243,307)



Statement of Revenues, Expenditures and Changes in Fund Balances
Capital Projects Fund - (General Fund Improvements)
 For the Period Ending March 31, 2020

(50% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Mar-19	Variance Fav (unfav)
Total Funding over (under)						
Expenditures	\$ -	-			\$ -	\$ 2,486,615
Fund Balance - Beginning			-			
Fund Balance - Ending		\$ -				



Statement of Revenues, Expenditures and Changes in Fund Balances
Water Fund (Summary)
For the Period Ending March 31, 2020

(50% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Mar-19	Variance Fav (unfav)
<u>FUNDING</u>						
Revenue						
Water Service Revenue	\$ 1,282,000	\$ 663,345	\$ 618,655	51.7%	\$ 649,678	\$ 13,667
Water Surcharge	346,700	173,564	173,136	50.1%	173,300	265
Other Miscellaneous Revenue	132,721	32,286	100,435	24.3%	32,081	205
Total Revenue	1,761,421	869,196	892,225	49.3%	855,059	14,136
Other Sources						
Transfer In	512,496	211,183	301,313	41.2%	301,815	(90,632)
Loan Proceeds	590,000	-	590,000	0.0%	2,076,199	(2,076,199)
Use (Add to) Net Assets	73,204	-	73,204	0.0%	-	-
Total Other Sources	1,175,700	211,183	964,517	18.0%	2,378,013	(2,166,831)
TOTAL FUNDING	2,937,121	1,080,379	1,856,742	36.8%	3,233,073	(2,152,694)
EXPENSES						
Personal Services	518,776	254,138	264,638	49.0%	224,935	(29,203)
Operating Expenses	406,653	124,425	282,228	30.6%	125,650	1,225
Debt Service Expenses	783,290	391,663	391,627	50.0%	201,998	(189,665)
Capital Projects	633,500	-	633,500	0.0%	2,114,125	2,114,125
Repair & Renewal	65,000	9,185	55,815	14.1%	79,554	70,369
Transfer Out	562,496	236,183	326,313	42.0%	326,815	90,632
TOTAL EXPENSES	2,969,715	1,015,594	1,954,121	34.2%	3,073,076	2,057,482
Total Funding over (under)						
Expenses	<u>\$ (32,594)</u>	<u>\$ 64,785</u>			<u>\$ 159,997</u>	<u>\$ (4,210,176)</u>
Net Assets - Beginning		4,248,627				
Net Assets - Ending		\$ 4,313,411				



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

For the Period Ending March 31, 2020

(50% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Mar-19	Variance Fav (unfav)
FUNDING						
Revenue						
Water Service						
Water-Base Rate	\$ 472,000	\$ 236,034	\$ 235,966	50.0%	\$ 235,386	\$ 648
Water-Usage	810,000	427,311	382,689	52.8%	414,292	13,019
Total Water Service Revenue	1,282,000	663,345	618,655	51.7%	649,678	13,667
Other Revenue						
Miscellaneous Revenues	5,500	371	5,129	6.8%	1,974	(1,602)
Sprint Spectrum Cell Tower	63,149	-	63,149	0.0%	-	-
T-Mobile Cell Tower	33,072	15,900	17,172	48.1%	500	15,400
Hillsboro Inlet	6,000	3,000	3,000	50.0%	3,000	-
Interest	30,000	12,943	17,057	43.1%	10,475	2,468
Net Incr (Decr) In FMV-Invest	(5,000)	71	(5,071)	-1.4%	11,772	(11,701)
Total Other Revenue	132,721	32,286	100,435	24.3%	27,721	4,565
Use (Add to) Net Assets	73,204	-	73,204	0.0%	-	-
TOTAL FUNDING	1,487,925	695,631	792,294	46.8%	677,400	18,231
EXPENSES						
Personal Services						
Salaries	333,415	162,732	170,683	48.8%	154,239	(8,493)
Payroll - Vacation	15,187	14,798	389	97.4%	-	(14,798)
Overtime	25,000	10,033	14,967	40.1%	16,162	6,130
Sick Leave Cash Out	8,065	3,397	4,668	42.1%	-	(3,397)
FICA	28,036	14,370	13,666	51.3%	12,839	(1,531)
Florida Retirement System	32,327	14,282	18,045	44.2%	13,642	(640)
Health and Life Insurance	50,623	27,227	23,396	53.8%	20,581	(6,646)
Workers' Comp Insurance	25,623	7,299	18,324	28.5%	7,471	172
Unemployment Compensation	500	-	500	0.0%	-	-
Total Personal Services	518,776	254,138	264,638	49.0%	224,935	(29,203)



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

For the Period Ending March 31, 2020

(50% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date	Variance
					Mar-19	Fav (unfav)
Operating Expenses						
Auditing Services	16,500	1,375	15,125	8.3%	600	(775)
Contracts - Other Services	750	-	750	0.0%	-	-
Postage and Freight	1,000	-	1,000	0.0%	-	-
Telephone Service	7,200	3,528	3,672	49.0%	3,427	(101)
Electricity	53,000	24,825	28,175	46.8%	23,733	(1,092)
Liability and Property Insurance	52,653	20,597	32,056	39.1%	22,788	2,191
Maint - Distribution System	5,000	5,068	(68)	101.4%	537	(4,531)
Maint - Bldgs / Grounds	15,000	4,189	10,811	27.9%	3,800	(388)
Maint - SCADA System	10,000	-	10,000	0.0%	-	-
Repair & Maint - Equipment	32,000	10,274	21,726	32.1%	11,324	1,049
Tools and Equipment	1,000	413	587	41.3%	143	(270)
Advertising	1,000	-	1,000	0.0%	-	-
Bank Fees	200	-	200	0.0%	-	-
Licenses & Permits	5,400	1,061	4,339	19.6%	122	(939)
Office Supplies	1,500	601	899	40.1%	716	115
Computer Expense	6,000	3,504	2,496	58.4%	3,340	(164)
Uniform Supplies	5,500	3,421	2,079	62.2%	2,892	(529)
Fuel and Oil	5,600	2,130	3,470	38.0%	2,358	228
Sand Change	8,000	4,434	3,566	55.4%	3,959	(475)
Chemicals - Water Treatment	85,000	36,392	48,608	42.8%	42,901	6,509
Lab Test Analysis & Supplies	12,500	2,474	10,026	19.8%	3,011	537
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	124,425	282,228	30.6%	125,650	1,225
Total Exp. Before Transfer Out	925,429	378,563	546,866	40.9%	350,585	(27,979)
Transfer Out						
General Fund	50,000	25,000	25,000	50.0%	25,000	-
Water Debt Service Fund	403,996	201,998	201,998	50.0%	201,998	-
Water CIP Fund	108,500	9,185	99,315	8.5%	99,817	90,632
Total Transfer Out	562,496	236,183	326,313	42.0%	326,815	90,632
TOTAL EXPENSES	1,487,925	614,746	873,179	41.3%	677,400	62,653



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

For the Period Ending March 31, 2020

(50% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Mar-19	Variance Fav (unfav)
Total Funding over (under)						
Expenses	\$ -	80,885			\$ -	\$ 80,885
Net Assets - Beginning		1,793,954				
Net Assets - Ending		<u><u>\$ 1,874,839</u></u>				



Notes to the Financial Statements - Water Fund March 31, 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 50% through March. 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	427,311	52.8%	Monthly charges for Water Usage-overage possibly due to water leaks
Miscellaneous Revenues	5,500	371	6.8%	Monthly revenue from late charges
Expenses				
<u>Operating</u>				
Payroll - Vacation	15,187	14,798	97.4%	Paid out annually in December
Life and Health Insurance	50,623	27,227	53.8%	Health insurance increased in January by \$500 per month
Maint - Distribution System	5,000	5,068	101.4%	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	3,421	62.2%	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 March 31, 2020

(50% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Mar-19	Variance Fav (unfav)
FUNDING						
Revenues						
Water Surcharge	\$ 346,700	\$ 173,564	\$ 173,136	50.1%	\$ 173,300	\$ 265
Total Revenues	346,700	173,564	173,136	50.1%	173,300	265
Other Sources						
Operating Transfers-In	403,996	201,998	201,998	50.0%	201,998	-
Total Other Sources	403,996	201,998	201,998	50.0%	201,998	-
TOTAL FUNDING	750,696	375,562	375,134	50.0%	375,298	265
EXPENSES						
Debt Service Expenses						
<i>State Revolving Loan - Water Plant</i>						
Principal Debt Retirement	316,288	157,193	159,095	49.7%	153,457	(3,736)
Interest Expense	87,708	44,805	42,903	51.1%	48,541	3,736
<i>State Revolving Loan - Water Main Project</i>						
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	391,663	391,627	50.0%	201,998	(189,665)
TOTAL EXPENSES	783,290	391,663	391,627	50.0%	201,998	(189,665)
Total Funding over (under)						
Expenses	\$ (32,594)	(16,101)			\$ 173,300	\$ (189,400)
Net Assets - Beginning		1,745,199				
Net Assets - Ending		\$ 1,729,098				



Statement of Revenues, Expenses and Changes in Net Assets
Capital Projects Fund - (Water Fund Improvements)
For the Period Ending March 31, 2020

(50% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Mar-19	Variance Fav (unfav)
FUNDING						
Revenues						
Meter Revenue	\$ -	\$ -	\$ -	n/a	\$ 4,360	\$ (4,360)
Total Revenues	-	-	-	n/a	4,360	(4,360)
Other Sources						
Interfund Transfer - In	108,500	9,185	99,315	8.5%	99,817	(90,632)
Loan Proceeds	590,000	-	590,000	0.0%	2,076,199	(2,076,199)
Total Other Sources	698,500	9,185	689,315	1.3%	2,176,016	(2,166,831)
TOTAL FUNDING	698,500	9,185	689,315	1.3%	2,180,376	(2,171,191)
EXPENSES						
Distribution Project (Water Main)						
Construction	-	-	-	n/a	2,076,199	2,076,199
Engineering Fees	-	-	-	n/a	37,926	37,926
Total Distribution Project	-	-	-	n/a	2,114,125	2,114,125
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	9,185	55,815	14.1%	59,824	50,640
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	9,185	219,315	4.0%	79,554	70,369
TOTAL EXPENSES	698,500	9,185	689,315	1.3%	2,193,678	2,184,494
Total Funding over (under)						
Expenses	\$ -	-	-		\$ (13,303)	\$ 13,303
Net Assets - Beginning		709,473				
Net Assets - Ending		\$ 709,473				

Town of Hillsboro Beach

Supporting Schedules

March 31, 2020



**Cash and Investment Balances
March 31, 2020**

<u>ACCOUNT NAME</u>	<u>BANK NAME</u>	<u>YIELD</u>	<u>MATURITY</u>	<u>BALANCE</u>	<u>NOTES</u>
CLEARING FUND					
Commercial Analysis Checking Account	BankUnited	0.00%	N/A	\$1,145,019	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	1.05%	N/A	\$1,559,543	Account for excess cash from General & Water Funds.
Money Market Account	BankUnited	1.05%	N/A	\$411,995	(1) Account for reserve for SRL Loan.
Money Market Account	BankUnited	1.05%	N/A	\$310,221	(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	1.36%	N/A	\$1,177,260	Account for excess cash from the General Fund.
Investment Account	BB & T	1.92%	N/A	\$3,364,426	See Investment Report for further details.
Subtotal				\$7,968,464	
Total				\$7,968,464	

Footnotes:

(1) Restricted funds for State Revolving Loan.

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



Investment Portfolio

Trades Settled as of 03/31/20

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			264,503	264,503	-	264,503	-	3,725	1.41%
		Subtotal			264,503	264,503	-	264,503	-	3,725	1.41%
11/03/17	037833CS7	APPLE INC	AA+	05/01/20	30,000	29,956	(44)	30,022	258	540	1.13%
09/27/19	037833DL1	APPLE INC	AA+	09/11/22	50,000	49,928	(72)	50,868	47	850	0.98%
11/09/17	166764AG5	CHEVRON CORP	AA	06/24/20	50,000	50,137	137	49,939	455	1,214	2.92%
10/30/19	166764BN9	CHEVRON CORP	AA	03/03/22	50,000	50,609	609	50,746	201	1,249	1.70%
11/09/17	191216BT6	COCA-COLA CO	A+	10/27/20	50,000	49,939	(61)	50,026	31	938	1.84%
03/11/20	3130AJCR8	FED HOME LOAN BANK	AA+	09/11/24	150,000	150,000	-	150,114	-	1,950	1.28%
11/03/15	313381BR5	FED HOME LOAN BANK	AA+	12/09/22	100,000	98,196	(1,804)	103,513	896	1,875	0.55%
10/28/16	3134GAQY3	FED HOME LOAN MTG CORP	AA+	10/28/21	100,000	99,900	(100)	100,064	-	1,050	1.05%
10/16/19	3134GUHL7	FED HOME LOAN MTGE CORP		10/10/24	150,000	150,000	-	150,048	-	3,000	2.00%
12/06/19	3134GUUX6	FED HOME LOAN MTGE CORP		12/16/24	200,000	200,000	-	200,566	-	3,750	1.87%
03/12/20	3134GVGD4	FED HOME LOAN MTGE CORP		03/12/25	300,000	300,000	-	299,709	-	3,000	1.00%
11/02/15	34074GDH4	FL HURRICANE CATASTROPHE FD	AA	07/01/20	200,000	200,584	584	199,814	2,496	5,990	3.35%
07/16/18	341271AB0	FL ST BRD OF ADMIN FIN CORP	AA	07/01/21	200,000	197,798	(2,202)	200,182	-	5,276	2.26%
12/03/19	428414AB2	HIALEAH FLA SPL OBLIG TXBL	AA	12/01/20	200,000	202,432	2,432	202,380	68	6,114	1.25%
12/31/18	54289SBG1	LONGBOAT KEY FL SPL ASSMNT	AA+	08/01/24	125,000	123,948	(1,053)	128,961	-	5,000	2.63%
08/09/18	59333HCL8	MIAMI-DADE CNTY FL PROF SPRTS	AA	10/01/22	75,000	75,000	-	78,629	-	2,517	1.38%
01/17/20	661046BV3	NORTH MIAMI BEACH FLA WTR	A+	08/01/24	160,000	160,000	-	162,694	-	3,234	1.62%
01/18/19	68389XBB0	ORACLE CORP	A+	05/15/22	60,000	59,060	(940)	61,027	283	1,500	1.65%
05/16/18	68389XBK0	ORACLE CORP	A+	09/15/21	50,000	48,217	(1,783)	50,148	166	950	1.65%
05/16/18	717081DX8	PFIZER INC	AA-	06/03/21	50,000	48,534	(1,466)	50,362	447	975	1.33%
02/27/20	758449RV6	REEDY CREEK FL IMPT DIST TXBL	A	06/01/24	150,000	150,000	-	147,614	-	2,504	2.07%
05/11/18	78013XKG2	ROYAL BANK OF CANADA	AA-	04/30/21	50,000	49,954	(46)	50,597	67	1,600	2.10%
10/17/19	89114QBT4	TORONTO DOMINION BANK	AA-	09/11/20	50,000	49,988	(13)	49,936	103	925	2.13%
06/21/17	89233P4C7	TOYOTA MOTOR CREDIT CORP	AA-	06/17/20	30,000	30,378	378	30,155	15	1,350	1.89%
01/16/19	89236TCQ6	TOYOTA MOTOR CREDIT CORP	AA-	07/13/22	60,000	59,351	(649)	60,451	23	1,680	2.41%
05/09/18	912828K58	US TREASURY NOTE		04/30/20	150,000	146,672	(3,328)	150,155	-	2,063	0.12%
03/13/20	912828Q60	US TREASURY INFL INDEX BD		04/15/21	272,080	269,344	(2,736)	266,666	139	340	1.95%
		Subtotal			3,112,080	3,099,923	(12,157)	3,125,381	5,696	61,432	1.97%
		Total			3,376,583	3,364,426	(12,157)	3,389,884	5,696	65,156	1.92%



Ridership Summary

March 31, 2020

Daily Passengers:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
102		100		83	
85		92		84	
77		63		79	
68		64		69	
91					

Total Monthly Passengers:

1057

Daily Revenue Miles:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
108.0		110.0		110.0	
110.0		110.0		109.0	
110.0		110.0		110.0	
109.0		110.0		111.0	
110.0					

Total Monthly Revenue Miles:

1427.0

Total Scheduled Revenue Miles

1414.9

Total Vehicle Hours

125.7

Total Revenue Hours

114.8

Service Days

13

Missed Service in Minutes

0

Passengers per revenue hour

9.2

Total Monthly Vehicle Miles:

1,732.5



1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

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

TO: Mayor Deb Tarrant and Commission

FROM: Steve Mitchell, Building Official

DATE: April 17th, 2020

SUBJECT: March 2020 Building Department Report

Building department activity remained steady for most of March, with a dramatic swing in activity after the closure of Town Hall on the 20th. The entire Building Department office team (Nicole) spent long hours expanding the website, creating new documents, modifying communication systems, and developing a system that would allow us to continue to serve our customers and permit the inspectors and plan reviewers to work safely at a distance.

Plans are being accepted daily in a drop box at Town Hall. The plan information is sent to Nicole (working remotely) and entered in the GovEasy system. Small plans are sent via email to our team of reviewers with comments or approvals also remotely entered. Larger submittals are processed at Town Hall under Nicole's remote supervision and physically distributed to the plans examiners for review. Approved permits are paid online, and the completed permit package is placed in the drop box for pick up.

Inspections and plan reviews continue daily, and all our team members are available by phone and email throughout the entire workday.

Respectfully Submitted,

Steven Mitchell

Building Official | Chief Electrical Inspector



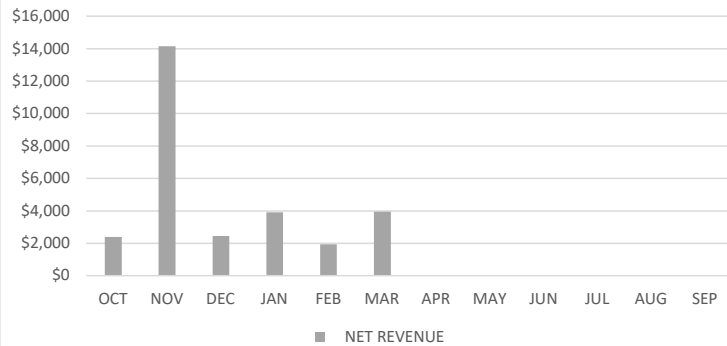
The Town of Hillsboro Beach Building Department Summary Report

Start Date: 3/1/2020

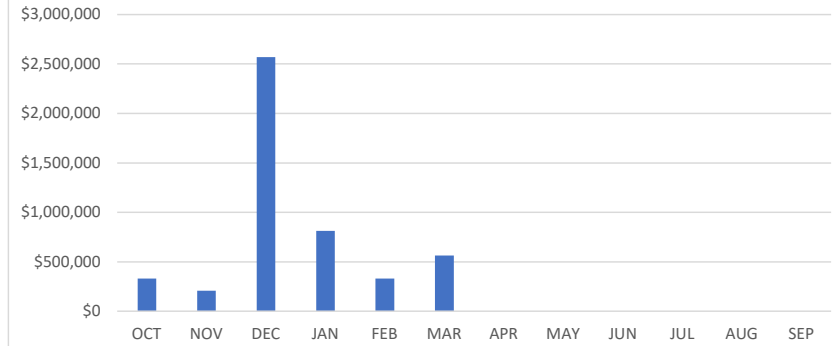
End Date: 3/31/2020

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD
CONSTRUCTION VALUE	\$332,313	\$209,865	\$2,570,468	\$814,202	\$330,275	\$562,641							\$4,819,764
BUILDING PERMIT FEES	\$15,984	\$94,345	\$16,306	\$26,126	\$12,957	\$22,984							\$188,703
FIRE & ZONING FEES	\$0	\$0	\$0	\$0	\$0	\$500							\$500
TOTAL REVENUE	\$15,984	\$94,345	\$16,306	\$26,126	\$12,957	\$23,484							\$189,203
CGA EXPENSE	\$13,587	\$80,193	\$13,860	\$22,207	\$11,014	\$19,537							\$160,397
NET REVENUE	\$2,398	\$14,152	\$2,446	\$3,919	\$1,944	\$3,948							\$28,805

NET REVENUE



CONSTRUCTION VALUE





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

**Start Date: 3/1/2020
End Date: 3/31/2020**

	Permit Fees	Town Revenue	Fire Fees	Zoning Fees	Admin Fees	CGA Revenue	BORA	DBPR	DCA
MTD	\$22,984.32	\$3,447.65	\$500.00	\$0.00	\$75.00	\$19,536.67	\$453.08	\$267.60	\$208.82
YTD	\$188,752.53	\$28,312.88	\$500.00	\$0.00	\$75.00	160,439.65	\$2,969.85	\$1,774.69	\$1,344.26



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

**Start Date: 3/1/2020
End Date: 3/31/2020**

Permit Type	# Issued	# Units	Value
Residential			
RESIDENTIAL WINDOWS/DOORS/SHUTTERS	8		71,230.83
RESIDENTIAL WATER HEATER	2		3,015.00
RESIDENTIAL SERVICE CHANGE/REPAIR	2		2,990.00
RESIDENTIAL SCREEN ENCLOSURE	2		3,900.00
RESIDENTIAL LOW VOLTAGE	1		6,000.00
RESIDENTIAL IRRIGATION SYSTEM/SPRINKLERS	1		2,250.00
RESIDENTIAL HURRICANE SHUTTERS	1		3,787.00
RESIDENTIAL GENERATOR	1		32,000.00
RESIDENTIAL ELECTRICAL MISCELLANEOUS	5		36,997.00
RESIDENTIAL ALTERATION	6		260,623.00
RESIDENTIAL A/C CHANGE OUT	5		22,995.00
BOAT LIFT	1		3.00
Subtotal	35		445,790.83
Commercial			
COMMERCIAL RE-ROOF	1		70,000.00
COMMERCIAL FIRE ALARM	1		44,600.00
COMMERCIAL BACKFLOW	3		2,250.00
Subtotal	5		116,850.00
	40		\$562,640.83



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

**Start Date: 3/1/2020
End Date: 3/31/2020**

Folio #	Permit #	Date Issued	Job Address	Job Sub Division	Job Value
RESIDENTIAL ALTERATION					
484317AB1090	1914337-0	3/3/2020	1050 HILLSBORO MILE(UNIT 308W)	HILLSBORO LE BARON CONDO	\$6,600.00
484308AB0540	1914352-0	3/12/2020	1160 HILLSBORO MILE (UNIT 805)	HILLSBORO ISLAND HOUSE CONDO	\$7,833.00
484317AD0520	1914364-0	3/17/2020	1021 HILLSBORO MILE(UNIT 608)	LANDMARK AT HILLSBORO CONDO	\$90,640.00
484308NN0110	1914365-0	3/17/2020	1221 HILLSBORO MILE(UNIT 10)	SEA CLUB INC	\$70,000.00
484308NN0120	1914366-0	3/17/2020	1221 HILLSBORO MILE (UNIT 11)	SEA CLUB INC	\$79,550.00
484308AH0000	1914369-0	3/19/2020	1147 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 (GROUND LEVEL: REMOVE WALL TO EXPAND GYM)	OPAL TOWERS CONDO	\$6,000.00
Grand Total					\$260,623.00



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

**Start Date: 3/1/2020
End Date: 3/31/2020**

Discipline	Total # of Inspections	Plan Review	Permits Applied	Value of Construction	Permit Revenue
Building	60	45	39	\$409,543.83	\$12,052.69
Electrical	31	32	18	\$122,587.00	\$6,144.15
Plumbing	45	32	21	\$7,515.00	\$3,340.47
Mechanical	13	18	5	\$22,995.00	\$1,447.01
Totals	151	143	127	\$562,640.83	\$22,984.32



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

**Start Date: 3/1/2020
End Date: 3/31/2020**

	Number of Reviews	Average Days In Review	Most Days In Review
Total Reviews	131	2.27	12



Code Compliance Summary Report

From 3/1/2020 To 3/31/2020 Corridor (All Corridors)

Case Totals for Period

Cases Open at Start of Period	8
Cases Opened During Period	12
Cases Opened as result of Complaint	12
Cases Closed During Period	0
Cases Closed Prior To Hearing	0
Cases Open at End of Period	20

Inspections	12
Re-inspections	3
Total	15

Special Magistrate Cases During Period 3

Case Summary by Officer

Officer	Open at Start	Opened During Period	Opened as result of Complaint	Closed During Period	Closed due to compliance	Open at End of Period
B. Pita/N/A	1	0	0	0	0	1
M. Sotolongo/N/A	7	12	12	0	0	19
Total	8	12	12	0	0	20



Code Compliance Summary Report

From 3/1/2020

To 3/31/2020

Corridor (All Corridors)

Inspections by Officer

Officer	Inspections	Re-inspections	Total
M. Sotolongo/N/A	12	3	15
Total	12	3	15

Summary of Cases Opened by Incident Type

Incident Type	Number
Property Maintenance	12
Total	12

Revenue Summary

	Period Start	During Period	Period End
Total Fines Assessed	\$42,700.00	\$8,525.00	\$51,225.00
Total Payments	\$0.00	\$0.00	\$0.00
Balance	\$42,700.00		\$51,225.00



Case Action Report*

From 3/1/2020

To 3/31/2020

Corridor (All Corridors)

Date Issue	Incident Type	Site Address	Status	Documents Issued		
3/27/2020	Property Maintenance King tide regulations	935 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				3/27/2020	Courtesy Notice	M. Sotolongo
				3/27/2020	Complaint	M. Sotolongo
3/27/2020	Property Maintenance King tide regulations	945 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				3/27/2020	Courtesy Notice	M. Sotolongo
				3/27/2020	Complaint	M. Sotolongo
3/28/2020	Property Maintenance King tide regulations	949 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				3/27/2020	Courtesy Notice	M. Sotolongo
				3/27/2020	Complaint	M. Sotolongo
3/27/2020	Property Maintenance King tide regulations	951 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				3/27/2020	Courtesy Notice	M. Sotolongo
				3/27/2020	Complaint	M. Sotolongo
3/27/2020	Property Maintenance King tide regulations	969 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				3/27/2020	Courtesy Notice	M. Sotolongo
				3/27/2020	Complaint	M. Sotolongo
3/27/2020	Property Maintenance King tide regulations	971 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				3/27/2020	Courtesy Notice	M. Sotolongo
				3/27/2020	Complaint	M. Sotolongo
3/27/2020	Property Maintenance King tide regulations	973 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				3/27/2020	Courtesy Notice	M. Sotolongo
				3/27/2020	Complaint	M. Sotolongo
3/27/2020	Property Maintenance King tide regulations	975 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				3/27/2020	Courtesy Notice	M. Sotolongo
				3/27/2020	Complaint	M. Sotolongo

*Cases included in this report are those where the owner was first cited within the date range and corridor specified



Case Action Report*

From 3/1/2020

To 3/31/2020

Corridor (All Corridors)

3/27/2020	Property Maintenance King tide regulations	977 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				3/27/2020	Courtesy Notice	M. Sotolongo
				3/27/2020	Complaint	M. Sotolongo
3/27/2020	Property Maintenance King tide regulations	987 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				3/27/2020	Courtesy Notice	M. Sotolongo
				3/27/2020	Complaint	M. Sotolongo
3/27/2020	Property Maintenance King tide regulations	991 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				3/27/2020	Courtesy Notice	M. Sotolongo
				3/27/2020	Complaint	M. Sotolongo
3/27/2020	Property Maintenance King tide regulations	995 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				3/27/2020	Courtesy Notice	M. Sotolongo
				3/27/2020	Complaint	M. Sotolongo

*Cases included in this report are those where the owner was first cited within the date range and corridor specified



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: Preliminary Budget Discussion to Establish Budget Priorities

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

Agenda Date: May 5, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: None



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: Discussion on Purchase of iPad or Laptops for Town Commission

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

Agenda Date: May 5, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: None



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: Discussion on Commissioner Baldasarre serving as Liaison to Condo Boards and Property Managers to Address their Concerns/Questions and Provide info on Town Events

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

Agenda Date: May 5, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: None



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Agenda Item Cover Memo

Agenda Item: Discussion of ACH Payments - Eliminates check signing, More Secure System, Requested by Vendors

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

Agenda Date: May 5, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: None