AGENDA



Virtual Regular Council Meeting Tuesday, April 27, 2021 at 5:00 P.M.

VIRTUAL REGULAR COUNCIL MEETING

TUESDAY, APRIL 27, 2021 5:00 P.M. <u>VIRTUAL PUBLIC MEETING INSTRUCTIONS ATTACHED</u>

1. CALL TO ORDER/ROLL CALL OF MEMBERS

- 2. PLEDGE OF ALLEGIANCE
- 3. **PUBLIC COMMENTS:** *Any person wishing to address the Council, should state name, address, prior to making the statement, for the record.*
- 4. **AGENDA:** APPROVAL/DEFERRALS/ADDITIONS/DELETIONS/SUBSTITUTIONS/ WITHDRAWALS

5. **PRESENTATIONS:**

A. PRESENTATION BY ANDREW FIERMAN FROM CABALLERO FIERMAN LLERENA + GARCIA, LLP- FY2020 ANNUAL FINANCIAL REPORT

CONSENT AGENDA:

6.

А.	SEPTEMBER 22, 2020 MINUTES (VIRTUAL SECOND BUDGET HEARING)	TAB 2
В.	DECEMBER 1, 2020 <mark>MINUTES</mark> (VIRTUAL SPECIAL COUNCIL MEETING)	TAB 3
c.	MARCH 2, 2021 MINUTES (VIRTUAL SPECIAL COUNCIL MEETING)	TAB 4

TAB 5

D. A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA APPROVING AND RATIFYING THE LETTER OF INTENT BETWEEN THE VILLAGE AND ATLANTIC BROADBAND FINANCE, LLC FOR EQUIPMENT RELOCATION; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

TAB 6

E. A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA APPROVING AND RATIFYING A CHANGE ORDER TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE AND INTEGRATED SECURITY SYSTEMS, INC.; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

TAB 7

F. A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA **APPROVING AND RATIFYING A PROPOSAL FROM VETTED SECURITY SOLUTIONS, LLC FOR NEW LICENSE PLATE READER SYSTEM;** PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

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A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK H. VILLAGE, FLORIDA APPROVING AND RATIFYING THE PROPOSAL FROM NEXT LEVEL SYSTEMS, INC. FOR NEW INFORMATION **TECHNOLOGY SERVER; PROVIDING FOR IMPLEMENTATION AND AN** EFFECTIVE DATE.

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- A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA APPROVING AND RATIFYING A PROPOSAL FROM LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC. ("LANGAN") FOR ENVIRONMENTAL TESTING SERVICES; **PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.**
 - **TAB 11** A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA APPROVING AND RATIFYING A PROPOSAL FROM M&O BOBCAT, LLC ("M&O") FOR SEAWALL REPAIRS; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

TAB 12

A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA APPROVING THE ENGAGEMENT OF SCS ENGINEERS, INC. TO PROVIDE FINANCIAL ANALYSIS AND CONSULTING SERVICES FOR THE VILLAGE'S ROADWAY **REDEVELOPMENT PROJECT:** PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE. 39~

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7. **SCHEDULE OF FUTURE MEETINGS:**

- A. **REGULAR COUNCIL MEETING** TO BE DETERMINED, COUNCIL CHAMBERS
- 8. **ADJOURNMENT**

I.

J.

Κ.



INDIAN CREEK VILLAGE VIRTUAL MEETING INSTRUCTIONS

The meeting agendas are available online at: <u>www.indiancreekvillage.org</u>

Virtual Regular Council Meeting will be held Tuesday, April 27, at 5:00 P.M.

Elected officials and Village staff will participate through video conference. Members of the public may call into the virtual public meeting by following these instructions:

CALL INTO THE VIRTUAL PUBLIC MEETING

Dial 1-929-205-6099 then input the Meeting ID: **87806267338**, followed by #. There is no participant ID. Press # again.

Any person requiring special accommodations to access this proceeding is asked to advise the Village at least 2 days before the proceeding by contacting the Village Clerk at 305-865-4121 <u>mlima@icvps.org</u>

PUBLIC COMMENTS WILL BE ACCEPTED BY THE FOLLOWING MEANS:

EMAILED COMMENTS: Members of the public may email their public comments to the Village in advance of the meeting. Please email the Village Clerk at <u>mlima@icvps.org</u> by 12:00 p.m. on the day of the meeting with the subject line "PUBLIC COMMENT" and the following information in the body of the email: Your Name, Address, if you are a hired Consultant or Village Employee, and/or if you are engaged in Lobbying Activities and/or representing an organization. Please limit your comments to no more than 350 words. Public comments received via email may be read into the record during the public comment portion of the agenda, if any.

LIVE REMOTE & TELEPHONE COMMENTS: If there is a public comment portion of the agenda or the Village Council opens a matter for public comment, live remote public comments will be accepted as follows:

By telephone: To ask to speak during the meeting, please press *9 from your telephone. You will be called on to speak during public comments and identified by the last 4-digits of your telephone number or by name.

Please be sure to be in a quiet area to avoid unnecessary noise.

During the virtual meeting, when your name is called, you will be unmuted and you may deliver your comments. Please provide the following information before delivering your comments: Your Name, Address, if you are a hired Consultant or Village Employee, and/or if you are engaged in Lobbying Activities and/or representing an organization.

A time limit may be imposed for each speaker during public comment. Your cooperation is appreciated in observing the time limit.

PUBLIC RECORDS

The meeting will be recorded for later viewing and is a public record. The virtual chat, if any, will be saved and is a public record. Minutes of the meeting will be taken and will be made available.

NOTICE PURSUANT TO §286.0105, FLORIDA STATUTES. IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE, HE OR SHE 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.

LOBBYING ACTIVITIES

In accordance with Section 2-11.1(s) of the Miami-Dade County Code, any person engaging in lobbying activities, as defined therein, must register at the Village Clerk's Office before addressing the Village Council on the agenda items or engaging in lobbying activities.

Have questions or need additional information? Email: mlima@icvps.org Call: 305-865-4121 Mail: 9080 Bay Drive, Indian Creek Village, FL 33154

TAB 1



April 27, 2021

Honorable Mayor, Village Council and Village Manager Indian Creek Village, Florida

We have audited the financial statements of the governmental activities, the business-type activities and each major fund of Indian Creek Village, Florida, (the "Village") for the fiscal year ended September 30, 2020. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated August 21, 2020. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Village are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2020. We noted no transactions entered into by the Village during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. There were no sensitive estimates affecting the financial statements.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosure affecting the financial statements was:

The disclosure of commitments and contingencies in Note 9 to the financial statements.

The disclosure of a subsequent event in Note 11.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. There were no corrected or uncorrected misstatements.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated April 27, 2021.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Village's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Village's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to Management's Discussion and Analysis and Budgetary Comparison Schedules, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were not engaged to report on introductory and statistical sections, which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Restriction on Use

This information is intended solely for the information and use of the Honorable Mayor, Village Council, Village Manager, and management of the Village and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Caballero Fierman Llerena & Garcia, LLP

INDIAN CREEK VILLAGE, FLORIDA

COMPREHENSIVE ANNUAL FINANCIAL REPORT

FISCAL YEAR ENDED SEPTEMBER 30, 2020

Prepared by:

THE FINANCE DEPARTMENT

INDIAN CREEK VILLAGE, FLORIDA

COMPREHENSIVE ANNUAL FINANCIAL REPORT

FOR THE FISCAL YEAR ENDED

SEPTEMBER 30, 2020

Prepared by:

THE FINANCE DEPARTMENT

Indian Creek Village

There is something almost magical about the Indian Creek Village story. Imagine, if you will, a group of people who at the height of the great Florida boom of the 1920s, after building islands in the middle of Biscayne Bay and connecting them with a series of bridges called the "Venetian Causeway," moved farther north into unincorporated Dade County. Once past the Miami city limits they organized the Shoreland Company and developed a whole area of northeast Dade County centered around what would, in 1932, after the Shoreland Company went bankrupt in the great bust that followed the boom, become "the village beautiful," Miami Shores.

And then, just when you see how incredible that was in and of itself, think about the fact that their plans included a great causeway – the Grand Concourse – which would connect the Miami side with what was planned to be, in 1926, Miami Shores Island, a six-hundred-acre development that would be larger than all of the man-made islands in Biscayne Bay at the time. Then, to top it off, try to imagine that those plans also included what was to be called "the Mid-Bay Causeway," which could come north from one of the Venetian Islands (the pilings still showing the outline of an island in Biscayne Bay, just south of the Julia Tuttle Causeway), and following a series of man-made islands, terminate at the south end of Miami Shores Island. The roadway thereon would connect with the Grand Concourse to the Miami side, as well as a bridge over to the beach side.

Not surprisingly, it never came to pass.

Well, most of it never came to pass, but what did become reality is today's Indian Creek Village, a magnificent island of approximately three hundred acres south of the Broad Causeway and just west of Surfside, connected to that town by a two-lane bridge. This island – Indian Creek Village – is the direct lineal descendant of the great and grand plans of Hugh Anderson, Ellen Spears Harris and the Shoreland Company, which today is remembered for other things, but not for Miami Shores Island.

The filled area – approximately three hundred acres – went into a period of quiescence for several years, but sometime during the 1930s, a small group of hardy but wealthy individuals developed the idea that they could convert the weedy and muck-covered island into an exclusive enclave. Reseeding the island, they built a red-tiled clubhouse, designed to give the appearance of an European castle. The island's original blueprints provided for forty-one lots along the road surrounding the golf course. A two-lane bridge would connect the island to the rest of the world via a place that had first been developed by Henri Levy, builder of Normandy Isle as well as the southern part of what would become Surfside, originally known as Normandy Beach.

Though the country was in the midst of the Great Depression, several wealthy (not to mention hardy!) homesteaders, including John Swift (he of the meatpacking company) and Harold Matzinger (a noted Wall Street genius), built mansions near the clubhouse. In 1939, however, word filtered onto the island that Surfside, which had been incorporated in 1935, was casting envious eyes at the island and, in fact, had been discussing the possibility of annexing the island at its council meetings.

Moving swiftly, the island's residents took advantage of a defunct state law, which, at that time, permitted any group of twenty-five or more people living relatively contiguously to form a municipality. With the assistance of Judge Julien Southerland, who would become a founder, incorporator and the first mayor of Bal Harbour Village, the island was incorporated as Indian Creek Village on May 19, 1939, the Florida Legislature having passed the appropriate enabling act approving said incorporation two days previously.

Needless to say, Indian Creek Village remains both a magnificent enclave and a superbly managed and run municipality.

33154, The Story of Bal Harbour, Bay Harbor Islands, Indian Creek Village and Surfside, by Seth H. Bramson

INDIAN CREEK VILLAGE, FLORIDA COMPREHENSIVE ANNUAL FINANCIAL REPORT TABLE OF CONTENTS SEPTEMBER 30, 2020

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INTRODUCTORY SECTION



INDIAN CREEK VILLAGE, FLORIDA

April XX, 2021

BERNARD KLEPACH *MAYOR*

JAVIER HOLTZ VICE MAYOR

ROBERT DIENER *COUNCIL MEMBER*

IRMA BRAMAN COUNCIL MEMBER

IRWIN E. TAUBER COUNCIL MEMBER

JENNIFER MEDINA *VILLAGE MANAGER*

STEPHEN J. HELFMAN *VILLAGE ATTORNEY*

MARILANE LIMA VILLAGE CLERK To the Honorable Mayor, Members of the Village Council and Citizens of Indian Creek Village:

Florida Statutes require that all units of local government publish a complete set of financial statements presented in conformity with generally accepted accounting principles (GAAP) in the United States and audited in accordance with auditing standards generally accepted in the United States and in accordance with Government Auditing Standards by a firm of licensed certified public accountants. Pursuant to that requirement, we hereby issue the Comprehensive Annual Financial Report (Annual Report or Report) of Indian Creek Village for the fiscal year ended September 30, 2020.

This report consists of management's representation concerning the finances of Indian Creek Village. Consequently, management assumes full responsibility for the completeness and reliability of all of the information presented in this Report. To provide a reasonable basis for making these representations, management of Indian Creek Village has established a comprehensive internal framework that is designed both to protect the Village's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of Indian Creek Village's financial statements in conformity with GAAP. Because the cost of internal controls should not outweigh their benefits, Indian Creek Village's comprehensive framework of internal controls has been designed to provide reasonable, rather than absolute, assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this Report is complete and reliable in all material respects.

The firm of Caballero Fierman Llerena & Garcia, LLP, licensed certified public accountants has audited Indian Creek Village's financial statements. The goal of the independent audit was to provide reasonable assurance that the basic financial statements of Indian Creek Village for the fiscal year ended September 30, 2020, are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation.

The independent auditor concluded, based upon the audit, that there was a reasonable basis for rendering an unmodified opinion that Indian Creek Village's financial statements for the fiscal year ended September 30, 2020, are fairly presented in conformity with GAAP. The independent auditors' report is presented as the first component of the financial section of this Report.

GAAP requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement MD&A and should be read in conjunction with it. Indian Creek Village's MD&A can be found immediately following the independent auditors' report.

Profile of the Government

Indian Creek Village, incorporated in 1939, is perhaps the most unique municipality in the United States. Located primarily on a 292.5-acre island in Biscayne Bay and adjacent tributaries in northeast Miami-Dade County, it is comprised of 32 estates, single-family homes, the Indian Creek Country Club and Village owned properties. Employment within the Village is limited to those persons employed by the country club and the professional staff of the Village. Because of the Village's unique location and beauty, its own police force and a dedicated and well-trained professional staff, property values in the Village are among the highest in the country. Access to the island is regulated by a gated entry via the Surfside Bridge and a single private roadway, Indian Creek Island Road, provides internal traffic circulation.

Indian Creek Village has operated under the council-manager form of government since 1982. Policymaking and legislative authority are vested in a governing council consisting of the mayor and four other council members. The Council is responsible among other things, for passing ordinances and resolutions, adopting the annual budget and appointing the Village Manager. The Village Manager is responsible for carrying out the policies and ordinances of the Council, and overseeing the daily operations of the Village.

Indian Creek Village offers a range of services including, police protection, building zoning and planning, code enforcement and water and sewer services. Countywide services include corrections rehabilitation, judicial administration, Transit Agency, Public Health Trust, Fire and Rescue, Human and Social Services. Miami-Dade County is the regional government for all county residents.

The annual budget serves as a foundation for Indian Creek Village's financial planning and control. Departments of the Village are required to submit requests for appropriations to the Village Manager and these requests are the initiation of developing the proposed budget. The Village Manager then presents this proposed budget to the Council for review. The Council is required to hold public hearings on the proposed budget and to adopt a final budget no later than September 30, the close of the Village's fiscal year.

The appropriated budget is prepared by fund and department. The Village Council approves supplemental appropriations. Budget to actual comparisons are provided in this report for the general fund and forfeiture fund for which appropriated annual budgets have been adopted. The general fund and forfeiture fund, budget to actual reports, are presented in the required supplementary information section of this Report.

Factors Affecting Financial Condition

The information presented in the financial statements is best understood when it is considered from the broader perspective of the specific environment with which Indian Creek Village operates.

The following is a discussion of the most significant factors that have currently affected, and are expected to affect, our future financial condition:

Local Economy

Indian Creek Village enjoys a favorable economic environment and local indicators point to continued future stability. This exclusive community is comprised of well-educated and involved citizens who take a genuine interest in the governing aspects of their Village. The Village is comprised of exclusive residential housing stock. There are no industrial or commercial areas in the community.

Long-Term Financial Planning

The Village utilizes a comprehensive living projection five years into the future to assess revenue trends and expenditure needs to assure a balanced stable financial program while addressing the various goals and objectives of the community.

Awards and Acknowledgements

The Government Finance Officers Association (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to Indian Creek Village for its Comprehensive Annual Financial Report for the fiscal year ended September 30, 2019. This was the twentieth year that the Village received this prestigious award. In order to be awarded a Certificate of Achievement, the government published an easily readable and efficiently organized Annual Report. This report satisfied both GAAP and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe that our current Annual Report continues to meet the Certificate of Achievement Program's requirements and are submitting it to the GFOA to determine its eligibility for another certificate.

The preparation of this Report would not have been possible without the efficient and dedicated services of the entire staff of Indian Creek Village. We would like to express our appreciation to all members of all the Village staff who assisted and contributed to the preparation of this report. We would also like to express our appreciation to Caballero Fierman Llerena & Garcia, LLP our independent auditors, for their assistance and efforts in helping the village prepare the Annual Report. Appreciation is also extended to the Mayor and the Village Council for their unfailing support for maintaining the highest standards of professionalism in the management of Indian Creek Village's finances.

Respectfully submitted,

Jennifer Medina Village Manager

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

Indian Creek Village Florida

For its Comprehensive Annual Financial Report For the Fiscal Year Ended

September 30, 2019

Christophen P. Morrill

Executive Director/CEO

INDIAN CREEK VILLAGE, FLORIDA VILLAGE OFFICIALS SEPTEMBER 30, 2020

VILLAGE COUNCIL

Bernard Klepach, Mayor Javier Holtz, Vice Mayor Robert B. Diener, Councilmember Irma Braman, Councilmember Irwin Tauber, Councilmember

VILLAGE MANAGER

Jennifer Medina

VILLAGE CLERK

Marilane Lima

VILLAGE ATTORNEY

Weiss Serota Helfman Cole & Bierman, P.L.

FINANCE DIRECTOR

Beatrice Galeano, P.A.

INDEPENDENT AUDITORS

Caballero Fierman Llerena & Garcia, LLP

INDIAN CREEK VILLAGE, FLORIDA

ORGANIZATION CHART

SEPTEMBER 30, 2020



FINANCIAL SECTION

INDEPENDENT AUDITORS' REPORT





INDEPENDENT AUDITORS' REPORT

Honorable Mayor, Village Council, and Village Manager Indian Creek Village, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, and each major fund of Indian Creek Village, Florida (the "Village") as of and for the fiscal year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Village's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, and each major fund of the Village, as of September 30, 2020, and the respective changes in financial position and, where applicable, cash flows for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis and the Budgetary Comparison Schedules on pages 3-11 and 29-31, respectively, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Village's basic financial statements. The introductory and statistical sections are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated April 23, 2021, on our consideration of the Village's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Village's internal control over financial reporting and compliance.

DRAFT

Caballero Fierman Llerena & Garcia, LLP Miami, Florida April 27, 2021

MANAGEMENT'S DISCUSSION AND ANALYSIS (Required Supplementary Information)

As management of Indian Creek Village, we offer readers of Indian Creek Village's (the Village) financial statements this narrative overview and analysis of the financial activities of Indian Creek Village for the fiscal year ended September 30, 2020.

FINANCIAL HIGHLIGHTS

- The assets of Indian Creek Village exceeded its liabilities at the close of the most recent fiscal year resulting in a net position balance of \$12,055,125.
- The Village's total net position increased by \$1,273,872. Key components of the Village's net position and change in net position are reflected in the tables in the government-wide financial analysis section.
- As of the close of the current fiscal year, the Village's governmental funds reported a combined ending fund balance of \$3,009,394. A portion of the fund balance, \$60,157 is non-spendable for pre-paid items, \$687,752 is restricted for the police forfeiture program, \$250,000 had been committed for insurance deductibles and \$50,000 was committed for future bridge maintenance. The remainder, \$1,961,485 is unassigned fund balance available for spending.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as an introduction to Indian Creek Village's basic financial statements. The Village's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide Financial Statements. The government-wide financial statements are designed to provide readers with a broad overview of Indian Creek Village's finances, in a manner similar to a private sector business.

The *statement of net position* presents information on all of Indian Creek Village's position and liabilities, with the difference between the two reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Village is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of Indian Creek Village that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business type activities*). The governmental activities of Indian Creek Village include general government, public safety and code enforcement. The business-type activities include water and stormwater utility operations.

The government-wide financial statements include only Indian Creek Village itself (known as the *primary government*).

The government-wide financial statements can be found on pages 12 and 13 of this report.

Fund Financial Statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. Indian Creek Village, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. Indian Creek Village has two fund categories: the governmental funds and the proprietary funds.

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Governmental Funds. Governmental funds are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statement focus on *near-term inflows and outflows of spendable resources* as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

Indian Creek Village maintains two governmental funds, the general fund and a forfeiture fund.

Indian Creek Village adopts an annual appropriated budget for each of its governmental funds. A budgetary comparison schedule has been provided for these funds to demonstrate compliance with the budget.

The basic governmental fund financial statements can be found on pages 14 to 16 of this report.

Proprietary Funds. The Village maintains two proprietary funds. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The Village uses enterprise funds to account for its Stormwater and Water Utility operations.

The basic proprietary fund financial statements can be found on pages 17 to 19 of this report.

Notes to the Basic Financial Statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 20 to 28 of this report.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the Village, assets exceeded liabilities by \$12,055,125 at the close of the most recent fiscal year.

The portion of the Village's net position that reflects its investment in capital position (e.g., land and equipment) is \$6,979,974. These assets are used to provide services to residents; consequently, these assets are *not* available for future spending.

Our analysis of the financial statements of the Village begins below. The Statement of Net Position and the Statement of Activities report information about the Village's activities that will help answer questions about the position of the Village. A comparative analysis is provided with prior year information.

NET POSITION

A summary of the Village's Net Position is presented in Table A-1 and a Summary of the Changes in Net Position is presented in Table A-2.

Table A-1 Summary of Net Position											
	Governmental Activities				Business-type Activities			Total			
	2020		2019		2020		2019		2020		2019
Current assets	\$ 3,148,6	40 \$	3 2,528,935	\$	2,579,360	\$	2,314,732	\$	5,728,000	\$	4,843,667
Capital assets, net	6,771,3	76	6,380,311		208,598		175,166		6,979,974		6,555,477
Total Assets	9,920,0	16	8,909,246		2,787,958	_	2,489,898	_	12,707,974		11,399,144
Current liabilities	139,2	46	357,494		136,727		112,456		275,973		469,950
Non-current liabilities	376,8	76	147,941						376,876		147,941
Total Liabilities	516,1	22	505,435	_	136,727	_	112,456		652,849	_	617,891
Investment in capital assets	6,771,3	76	6,925,672		208,598		175,166		6,979,974		7,100,838
Restricted	687,7	52	170,556						687,752		170,556
Unrestricted	1,944,7	66	1,307,583		2,442,633		2,202,276		4,387,399		3,509,859
Total Net Position	\$ 9,403,8	94 \$	8,403,811	\$	2,651,231	\$	2,377,442	\$	12,055,125	\$	10,781,253

As demonstrated in Table A-1, Summary of Net Position, the Village's current net position increased throughout the year. The increase is mainly attributable to increased property values, police forfeiture proceeds, and a settlement agreement for the future roadway project.

NET POSITION (CONTINUED)

Table A-2 Summary of Changes in Net Position										
	Governmental Activities			Business-type Activities				Total		
	2020		2019		2020 2019		2020		2019	
Revenues										
Program revenues:										
Charges for services	\$ 148,34	45 \$	160,153	\$	753,960	\$	681,980	\$ 902,305	\$	842,133
Operating grants and										
contributions	350,5	66	71,048					350,566		71,048
General revenues:										
Property taxes	3,974,20		3,790,995				-	3,974,262		3,790,995
Franchise taxes	56,3		48,935					56,395		48,935
Intergovernmental	20,0		115,754				-	20,078		115,754
Other, including interest	479,5)8	8,715		10,943		8,766	490,451		17,481
Total Revenues	5,029,1	54	4,195,600		764,903		690,746	5,794,057		4,886,346
Expenses										
General government	962,1		978,962					962,114		978,962
Public safety	3,066,9	57	3,114,466		-			3,066,957		3,114,466
Water					416,105		428,308	416,105		428,308
Stormwater					75,009		109,258	75,009		109,258
Total Expenses	4,029,0	71	4,093,428		491,114		537,566	4,520,185		4,630,994
Increase (decrease) in net										
position	1,000,0	33	102,172		273,789		153,180	1.273.872		255.352
position	1,000,00	55	102,172		210,100		100,100	1,270,072		200,002
Net Position - Beginning	8,403,8	11	8,301,639		2,377,442		2,224,262	10,781,253		10,525,901
Her i Osition - Deginning		_					_,,_5L			
Net Position - Ending	\$ 9,403,8	94 \$	8,403,811	\$	2,651,231	\$	2,377,442	\$ 12,055,125	\$	10,781,253
Net FOSILION - Ending	φ 0,400,00	<u> </u>	5,400,011	Ψ	2,001,201	Ψ	2,011,442	φ 12,000,120	Ψ	10,701,200

As illustrated by Table A-2, Changes in Net Position, the Village's expenses during Fiscal Year 2020 reached \$4,520,185 with revenues exceeding expenses by \$1,273,872.

6

PROGRAM REVENUES AND EXPENSES - GOVERNMENTAL ACTIVITIES





REVENUES BY SOURCE - GOVERNMENTAL ACTIVITIES



FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUNDS

As noted earlier, Indian Creek Village uses fund accounting to ensure and demonstrate compliance with financerelated legal requirements.

Governmental Funds. The focus of Indian Creek Village's *governmental funds* is to provide information on nearterm inflows, outflows, and balances of *spendable* resources. Such information is useful in assessing the Village's financing requirements. In particular, *unassigned fund balance* may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

At the end of the current fiscal year, total fund balance within the general fund reflects \$2,853,563. Fund balance includes a committed balance for insurance deductibles and future bridge repairs in the amount of \$300,000, non-spendable prepaids totaling \$57,624, restricted police forfeiture program revenue of \$534,454 and unassigned fund balance of \$1,961,485.

The general fund is the chief operating fund of Indian Creek Village. As a measure of the general fund's liquidity, it may be useful to compare unassigned fund balance and total fund balance to total fund expenditures. Total unassigned balance currently represents 53% of total general fund expenditures.

FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUNDS (CONTINUED)

A summary of the general fund's condensed balance sheet and statement of revenues, expenditures and changes in fund balance is presented in Tables B-1 and B-2 for September 30, 2020 and 2019 is shown below:

Table B-1 Summary of Condensed Balance Sheet

	Fiscal Year					
	2020 2019	_				
Total Assets	<u>\$ 2,991,053</u> <u>\$ 1,951,317</u>	-				
Total Liabilities	<u>\$ 137,490</u> <u>\$ 206,737</u>	_				
Fund Balance						
Non-spendable fund balance	57,624 56,173	j .				
Restricted fund balance	534,454 142,256	1				
Committed fund balance	300,000 300,000					
Unassigned fund balance	1,961,485 1,246,151					
Total Fund Balance	2,853,563 1,744,580	_				
Total Liabilities and Fund Balance	<u>\$ 2,991,053</u> <u>\$ 1,951,317</u>	, =				

Table B-2 Summary of Condensed Statement of Revenues, Expenditures and Changes in Fund Balance

	Fiscal Year					
	2020		2019			
Total Revenues	\$ 4,843,899	\$	4,145,643			
Total Expenditures	3,734,916		3,688,886			
Excess	1,108,983		456,757			
Total Other Financing Sources						
Net Change in Fund Balance	\$ 1,108,983	\$	456,757			

Governmental Funds. As stated earlier, fund balance in the general fund increased by \$1,108,98. Fund balance of the special revenue forfeiture fund increased slightly by \$124,874. Forfeiture proceeds were \$184,915 in 2020.

BUSINESS-TYPE ACTIVITIES

The proprietary funds activities increased the Village's net position by \$273,789.

- The Stormwater Utility Fund reflected operating income of \$106,900 including depreciation expense in the amount of \$5,894.
- The Water Utility Fund reflected operating income of \$155,946 including depreciation expense in the amount of \$22,449.

LONG-TERM DEBT

The Village's long-term debt liabilities relate to compensated absences. Total compensated absences at September 30, 2020 were approximately \$376,876 as compared to \$297,398 at September 30, 2019. See Note 8 on page 27 for additional details.

CAPITAL ASSETS

As of September 30, 2020, the Village's investment in capital assets amounted to approximately \$7.0 million as compared to approximately \$7.1 million at September 30, 2019. Capital asset activity during the fiscal year ended September 30, 2020 included project design for the upcoming Roadway Project, upgrades to marine vessels, and A/C replacement in Village Hall. See Note 6 on pages 26 for additional details.

FUND BUDGETARY HIGHLIGHTS

The original budget was not amended. There were no supplemental appropriations for the fiscal year ended September 30, 2020. Total general fund budget for the fiscal year ended September 30, 2020 was approximately \$4 million. Actual expenditures in the general fund amounted to approximately \$3.7 million.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

- The unemployment rate for Miami-Dade County rose to 9.7% as a result of the Coronavirus pandemic. This is an increase from a rate of 3% a year ago which is marginally higher than the state's average unemployment rate of 7.2% as of September 30, 2020.
- The Village does not have a central business district. It is 100% residential and recreational.
- Inflationary trends in the region compare favorably to national indices.

These factors, as well as the Village's current financial condition, were considered while preparing the 2021 fiscal year budget.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of Indian Creek Village's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Office of the Village Manager, 9080 Bay Drive, Indian Creek, Florida 33154.

BASIC FINANCIAL STATEMENTS



INDIAN CREEK VILLAGE, FLORIDA STATEMENT OF NET POSITION

SEPTEMBER 30, 2020

ASSETS	Governmental <u>Activities</u>	Business-type <u>Activities</u>	<u>Total</u>
Cash and cash equivalents	\$ 3,068,111	\$ 2,475,668	\$ 5,543,779
Receivables	19,407	104,580	123,987
Prepaids	60,157	77	60,234
Internal balances	965	(965)	-
Capital assets not being depreciated	799,555	55,194	854,749
Capital assets being depreciated, net	5,971,821	153,404	6,125,225
Total assets	9,920,016	2,787,958	12,707,974
LIABILITIES			
Accounts payable and accrued liabilities Noncurrent liabilities:	139,246	136,727	275,973
Due within one year	167,955	_	167,955
Due in more than one year	208,921	-	208,921
Total liabilities	516,122	136,727	652,849
NET POSITION			
Investment in capital assets	6,771,376	208,598	6,979,974
Restricted for:			
Police forfeiture programs	687,752	-	687,752
Unrestricted	1,944,766	2,442,633	4,387,399
Total net position	<u>\$ 9,403,894</u>	\$ 2,651,231	<u>\$ 12,055,125</u>
STATEMENT OF ACTIVITIES FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

						Net (Expense)	Boyonus and	
		Program Revenues			nues	Changes in		
			Charges		perating	<u>Onanges in</u>	Business-	
			for		ants and	Governmental		
Functions/Programs	Expenses	5	Services	-	tributions	Activities	Activities	Total
Governmental activities:		_						
General government	\$ 962,114	\$	148,345	\$	-	\$ (813,769)	\$-	\$ (813,769)
Public safety	3,066,957		-		350,566	(2,716,391)	-	(2,716,391)
Total governmental activities	4,029,071		148,345		350,566	(3,530,160)		(3,530,160)
Business-type activities:								
Water	416,105		572,051		-	-	155,946	155,946
Stormwater	75,009		181,909				106,900	106,900
Total business-type activities	491,114		753,960		-	-	262,846	262,846
	\$ 4,520,185	\$	902,305	\$	350,566	(3,530,160)	262,846	(3,267,314)
	General revenu	100.						
	Ad valorem ta					3,974,262	_	3,974,262
	Franchise fee			ipts		56,395	-	56,395
	Unrestricted		.		venues	20,078	-	20,078
	Other, includ	ing u	nrestricted	intere	est	479,508	10,943	490,451
	Total gene	ral re	evenues			4,530,243	10,943	4,541,186
	Change in net p	oositi	on			1,000,083	273,789	1,273,872
	Net position - b	egini	ning of year			8,403,811	2,377,442	10,781,253
	Net position - e	nd of	f year			\$ 9,403,894	\$ 2,651,231	\$ 12,055,125

INDIAN CREEK VILLAGE, FLORIDA BALANCE SHEET

GOVERNMENTAL FUNDS SEPTEMBER 30, 2020

	Major Funds					
		<u>General</u>	F	orfeiture <u>Fund</u>	Go	Total overnmental <u>Funds</u>
<u>ASSETS</u>						
Cash and cash equivalents	\$	2,912,894	\$	155,217	\$	3,068,111
Receivables		19,407		-		19,407
Prepaids		57,624		2,533		60,157
Due from other funds		1,128		-		1,128
Total assets		2,991,053		157,750		3,148,803
LIABILITIES						
Accounts payable and accrued liabilities		137,327		1,919		139,246
Due to other funds		163		-		163
Total liabilities	\$	137,490	\$	1,919	\$	139,409
	<u> </u>		Ť	.,	<u>+</u>	,
FUND BALANCES						
Non-spendable:						
Prepaids	\$	57,624	\$	2,533	\$	60,157
Restricted:	Ψ	01,024	Ψ	2,000	Ψ	00,107
Police forfeiture programs		534,454		153,298		687,752
Committed:		001,101		100,200		001,102
Insurance deductibles		250,000		-		250,000
Bridge Maintenance		50,000		-		50,000
Unassigned		1,961,485		-		1,961,485
Total fund balances		2,853,563		155,831		3,009,394
Total liabilities and fund balances	\$		¢		¢	
rotal liabilities and fund balances	φ	2,991,053	\$	157,750	\$	3,148,803
Amounts reported for governmental activities in the						
statement of net position						
are different as a result of:						
Capital assets used in governmental activities are not						
financial resources and therefore are not reported in the						
governmental funds:						14 534 000
Governmental capital assets						11,534,800
Less accumulated depreciation						(4,763,424)
Long-term liabilities are not due and payable in the						
current period and therefore are not reported in the governmental funds:						
Compensated absences						(376,876)
					<u>~</u>	
Net position of governmental activities (Page 12)					\$	9,403,894

INDIAN CREEK VILLAGE, FLORIDA STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES GOVERNMENTAL FUNDS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

	Major		
			Total
		Forfeiture	Governmental
	<u>General</u>	<u>Fund</u>	<u>Funds</u>
Revenues:			
Ad valorem taxes	\$ 3,974,262	\$-	\$ 3,974,262
Fines and forfeitures	165,651	184,915	350,566
Licenses, permits and fines	57,603	-	57,603
Intergovernmental	20,078	-	20,078
Charges for services	90,742	-	90,742
Utility franchises	56,395	-	56,395
Other, including interest	479,168	340	479,508
Total revenues	4,843,899	185,255	5,029,154
Expenditures:			
Current:			
General government	584,402	-	584,402
Public safety	2,803,350	38,853	2,842,203
Capital outlay	347,164	21,528	368,692
Total expenditures	3,734,916	60,381	3,795,297
Excess (deficiency) of revenues over/under expenditures	1,108,983	124,874	1,233,857
		· · · · · · · · · · · · · · · · · · ·	
Net change in fund balances	1,108,983	124,874	1,233,857
3	,,	, -	,,
Fund balances, beginning of year	1,744,580	30,957	1,775,537
Fund balances, end of year	\$ 2,853,563	\$ 155,831	\$ 3,009,394
	<u>+ _,,.</u>	,,	,,

INDIAN CREEK VILLAGE, FLORIDA RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES OF THE GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

Amounts reported for governmental activities in the statement of activities are different as a result of:

Net change in fund balance - total governmental funds (Page 15)	\$ 1,233,857
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is depreciated over their estimated useful lives.	
Expenditures for capital outlay 368,692 Less current year depreciation (511,460) Net adjustment	(142,768)
The net effect of various transactions involving capital assets (i.e., sales, trade-ins, and donations) is to increase (decrease) net position.	
Capital outlay not meeting threshold for capitalization	(11,528)
Compensated absences	(79,478)
Change in net position of governmental activities (Page 13)	<u>\$ 1,000,083</u>

See notes to basic financial statements

STATEMENT OF NET POSITION PROPRIETARY FUNDS SEPTEMBER 30, 2020

	Business-type Activities					
	Enterprise Funds					
	Water Stormwater					
	<u>Utility</u> <u>Utility</u> <u>Totals</u>					
ASSETS						
Current assets:						
Cash and cash equivalents	\$ 1,241,867 \$ 1,233,801 \$ 2,475,66	58				
Receivables	104,580 - 104,58	30				
Prepaids	77	77				
Total current assets	1,346,524 1,233,801 2,580,32	25				
Noncurrent assets:						
Interfund advances receivable	163 - 10	63				
Capital assets not being depreciated	55,194 - 55,19	94				
Capital assets being depreciated, net	46,226 107,178 153,40)4				
Total noncurrent assets	101,583 107,178 208,76	51				
Total assets	\$ 1,448,107 \$ 1,340,979 \$ 2,789,08	36				
LIABILITIES						
Current liabilities:						
Accounts payable and accrued liabilities	\$ 86,197 \$ 50,530 \$ 136,72	27				
Due to other funds	925 203 1,12	28				
Total current liabilities	87,122 50,733 137,85	55				
	,,,,,					
NET POSITION						
Investment in capital assets	46,226 107,178 153,40)4				
Unrestricted	1,314,759 1,183,068 2,497,82					
Total net position	<u>\$ 1,360,985</u> <u>\$ 1,290,246</u> <u>\$ 2,651,23</u>					
Total het position	$\frac{\psi}{\psi}$ 1,000,000 $\frac{\psi}{\psi}$ 1,200,240 $\frac{\psi}{\psi}$ 2,001,20					

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION PROPRIETARY FUNDS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

	Business-type Activities Enterprise Funds				
	Water	Water Stormwater			
	<u>Utility</u>	Utility	<u>Totals</u>		
Operating revenues:					
Charges for services	<u>\$ </u>	<u>\$ 181,909</u>	\$ 753,960		
Total operating revenues	572,051	181,909	753,960		
Operating expenses:					
Cost of water sales	316,881		316,881		
Depreciation	22,449	5,894	28,343		
Management fee	50,000	35,000	85,000		
Repairs and maintenance	9,777	18,180	27,957		
Professional fees	16,998	15,935	32,933		
Total operating expenses	416,105	75,009	491,114		
Operating income	155,946	106,900	262,846		
Nonoperating revenues:					
Interest income	4,424	6,519	10,943		
Change in net position	160,370	113,419	273,789		
Net position - beginning of year	1,200,615	1,176,827	2,377,442		
Net position - end of year	<u>\$ 1,360,985</u>	\$ 1,290,246	<u>\$ 2,651,231</u>		

INDIAN CREEK VILLAGE, FLORIDA STATEMENT OF CASH FLOWS **PROPRIETARY FUNDS** FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

	Business-type Activities					
	Enterprise Funds					
	Water Stormwater					
	<u>Utility</u> <u>Utility</u> <u>Totals</u>					
Cash flows from operating activities:						
Cash received from customers	\$ 578,039 \$ 181,909 \$ 759,94					
Cash payments to vendors	(365,004) (72,445) (437,445)	_				
Net cash provided by operating activities	213,035 109,464 322,499	9				
Cash flows from noncapital financing activities:						
Interfund Ioan	(163) (163	3)				
Net cash used in noncapital financing activities	(163) - (163	3)				
Cash flows from capital investing activities:						
Acquisition and construction of capital assets	(61,775) (61,775)	5)				
Net cash used in capital investing activities	(61,775) - (61,775)	5)				
		_				
Cash flows from investing activities:						
Interest income	4,424 6,519 10,94	3				
Net cash provided by investing activities	4,424 6,519 10,94	3				
1 9 5						
Net increase in cash	155,521 115,983 271,50	4				
Cash and cash equivalents - beginning	1,086,346 1,117,818 2,204,16					
Cash and cash equivalents - ending	<u>\$ 1,241,867</u> <u>\$ 1,233,801</u> <u>\$ 2,475,66</u>	8				
Reconciliation of operating income to net						
Net cash provided by operating activities:		_				
Operating income	<u>\$ 155,946</u> <u>\$ 106,900</u> <u>\$ 262,84</u>	6				
Adjustments to reconcile operating income						
to net cash used in operating activities:						
Depreciation	22,449 5,894 28,34	3				
Change in assets and liabilities:						
(Increase) decrease in:	F 000 F 00	0				
Accounts receivable	5,988 - 5,98	ð				
Increase (decrease) in: Accounts payable and accrued liabilities	28,104 (3,533) 24,57	1				
Due to other funds	625 203 820					
Total adjustments	57,089 2,564 59,65					
Net cash provided by operating activities	<u>\$ 213,035</u> <u>\$ 109,464</u> <u>\$ 322,499</u>	9				

NOTES TO BASIC FINANCIAL STATEMENTS



NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Indian Creek Village, Florida (the Village) is a municipal corporation established to conduct a government, perform municipal functions, and provide services to its citizens, as provided by the Constitution of the State of Florida. The Village was incorporated as a municipal corporation in 1939 and was created by Chapter 198, Laws of Florida, Act of 1939. In 1955 this was repealed and the Village was re-created under Laws of Florida, Act of 1955. The Village Council is responsible for legislative and fiscal control of the Village. A Village Manager is appointed by the Village Council and is responsible for the administration of all Village affairs placed in the manager's charge by charter or action of the Village Council.

The financial statements of the Village have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The more significant of the Village's accounting policies are described below:

A. Financial Reporting Entity

The financial statements were prepared in accordance with Governmental Accounting Standards which establishes standards for defining and reporting on the financial reporting entity. Component units are legally separate entities for which the Village is considered to be financially accountable and for which the nature and significance of their relationship with the primary government are such that exclusion would cause the Village's combined financial statements to be misleading or incomplete. The primary government is considered financially accountable if it appoints a voting majority of an organization's governing body and 1) it is able to impose its will on the organization or 2) there is a potential for the organization to provide specific financial benefit to or impose specific financial burden on the Board. Based upon the application of these criteria, there were no organizations that met the criteria for component units described above.

B. Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the Village. For the most part, the effect of interfund activity has been removed from these statements.

Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segments are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements. All remaining nonmajor governmental funds are aggregated and reported as other governmental funds. The Village has no nonmajor governmental funds.

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary funds. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation (Continued)

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Village considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes (ad valorem taxes), franchise fees and other taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the Village.

The Village reports the following major governmental funds:

General Fund – This fund is the Village's primary operating fund. It accounts for the general operations of the Village and all other transactions which are not accounted for in other funds.

Forfeiture Fund – This fund is a special revenue fund used to account for restricted monies received from forfeitures to fund police activities that generate these revenues.

The Village reports the following major proprietary funds:

Water Utility Fund – This fund accounts for the financial operations of maintaining the Village's water transmission lines.

Stormwater Utility Fund – This fund accounts for the financial operations of the stormwater drainage system.

The financial statements of the Village have been prepared in accordance with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the standard setting body for governmental accounting and financial reporting. The financial statements of the Village follow the guidance of GASB Statement No. 62, *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements* for both the government wide and proprietary fund financial statements. Governments also have the option of following subsequent FASB pronouncements for their business-type activities and enterprise funds subject to this same limitation. The Village has elected not to follow subsequent FASB guidance.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments-in-lieu of taxes and other charges between the Village's various water and stormwater functions and various other functions of the Village. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Amounts reported as *program revenues* include 1) charges to customers or applicants for goods, services, or privileges provided, and 2) operating and capital grants and contributions. Internally dedicated resources are reported as *general revenues* rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish *operating* revenues and expenses from *non-operating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the Village's water utility and stormwater utility funds are charges to customers for services. Operating expenses for enterprise funds include the costs of services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. Assets, Liabilities, and Net Position or Equity

- 1. <u>Deposits and Investments</u> Cash and cash equivalents include cash on hand and certificates of deposit, with original maturities of three months or less from the date of acquisition.
- 2. Interfund Receivables and Payables Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/due from other funds" (i.e., the current portion of interfund loans) or "interfund advances payable/receivable" (i.e., the non-current portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds." Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."
- <u>Receivables</u> Receivables include amounts due from other governments and others for services provided by the Village. Receivables, including special assessments, are recorded when the related service is provided. Allowances for uncollectible receivables are based upon historical trends and the periodic aging of receivables.
- 4. <u>Capital Assets</u> Capital assets, which include property, plant and equipment, intangible and certain infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the Village as assets with an initial, individual cost of more than \$750 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed.

Donated capital assets are recorded at estimated fair value at the date of donation.

The Village has not retroactively reported infrastructure assets acquired prior to the implementation of GASB Statement No. 34. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets of business-type activities is included as part of the capitalized value of the asset constructed. No such costs were capitalized in 2020.

Capital assets of the Village are depreciated using the straight line method over the following estimated useful lives:

<u>Assets</u>	Years
Buildings	50
Utility Plant	30
Improvements other than buildings	20-50
Furniture, vehicles, vessels and equipment	5-20

5. <u>Compensated Absences</u> - It is the Village's policy to permit employees to accumulate within certain limits, earned but unused vacation time, sick leave and compensatory time, which will be paid to employees upon separation from Village service. All vacation, sick leave and compensatory time pay is accrued when incurred in the government-wide and proprietary fund financial statements. In the governmental funds, a liability is recorded only for vacation time, sick leave, and compensatory time payouts for employee separations that have matured, for example as a result of employee resignations and retirements.

The vacation policy of the Village provides for employees to earn .04 hours of vacation leave per each regular hour worked during each of the first four years of service. From five through nine years of service, .06 hours are earned and after ten years of service, .08 hours are earned. Unused vacation leave may be carried over to the following year and accumulated up to a maximum of 240 hours. Employees who terminate employment under terms of voluntary separation are paid for all unused accumulated vacation leave at their final rate of pay after five years of service. The accrued liability in the government-wide financial statements is based upon the full amount of accumulated vacation leave.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. Assets, Liabilities, and Net Position or Equity (Continued)

5. <u>Compensated Absences (Continued)</u> - Employees earn .04 hours of sick leave for each hour of regular paid service with a maximum accumulation of 520 hours. Employees who terminate employment under terms of voluntary separation are paid for all unused sick leave at their final rate of pay only after the completion of five years of service. The accrued liability is based upon the sick leave that would be paid upon termination or the maximum amount of sick leave allowed to be used during each year (40 hours), whichever is greater.

Employees may elect to receive compensatory time, similar to vacation leave, granted at the rate of $1\frac{1}{2}$ hours for each hour of overtime worked, in lieu of overtime payments. Employees may accumulate compensatory time up to a maximum of 80 hours. At the time of separation from the Village, employees will be paid for all outstanding compensatory time at their final rate of pay. The accrued liability in the government-wide financial statements is based upon the compensatory time that would be paid upon termination.

Compensated absences of governmental funds are typically liquidated from the General Fund.

- Long-Term Obligations In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position.
- 7. <u>Use of Estimates</u> The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts of assets, liabilities, disclosures of contingent liabilities, revenues and expenditures/expenses reported in the financial statements and accompanying notes. These estimates include assessing the collectability of receivables and the useful lives of capital assets. Although these estimates as well as all estimates are based on management's knowledge of current events and actions it may undertake in the future, they may ultimately differ from actual results.
- 8. <u>Net Position/Fund Balances</u> Net position is the result of assets and deferred outflows of resources less liabilities and deferred inflows of resources. The net position of the government-wide and proprietary funds are categorized into three components:

Investment in capital assets – this category consists of capital assets, reduced by accumulated depreciation and any outstanding debt incurred to acquire, construct or improve those assets excluding unexpended bond proceeds. The Village had no outstanding debt as of the fiscal year end.

Restricted net position – this category consists of all net position that has been restricted for general use by external parties (creditors, grantors, contributors, or laws or regulations of other governments) or imposed by law through constitutional provisions or enabling legislation.

Unrestricted net position – consists of the net position not meeting the definition of either of the other two components.

In the fund financial statements, governmental funds report fund classifications that comprise a hierarchy based primarily on the extent to which the Village is bound to honor constraints on the specific purposes for which amounts in those funds can be spent. The Village has not established a policy for its use of unassigned fund balance amounts. The classifications used in the governmental fund financial statements are as a follows:

Non-spendable – Nonspendable fund balances are amounts that are (a) not in spendable form or (b) legally or contractually required to be maintained intact.

Restricted – Restricted fund balances are amounts that can be spent only for specific purposes stipulated by (a) external resource providers such as creditors (by debt covenants), grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. Assets, Liabilities, and Net Position or Equity (Continued)

8. <u>Net Position/Fund Balances</u> (Continued)

Committed – These amounts can only be used for the specific purposes determined by a formal action (ordinance or resolution) of the Village Council, the Village's highest level of decision making authority. Ordinances and resolutions constitute the most binding constraints and are deemed equally binding within the Village. Commitments may be changed or lifted only by the Village Council taking the same formal action (ordinance or resolution) that imposed the constraint originally.

Assigned – Assigned fund balances are amounts that are constrained by the Village's intent to be used for specific purposes, but are neither restricted nor committed. In order to provide for the expedient exercise of its powers and the efficient management of the Village, Council has historically delegated authority to the Village Manager to assign, modify or rescind amounts to be used for specific purposes. There is no formal policy which has been established by Council delegating this authority. This balance includes (a) all remaining amounts that are reported in governmental funds (other than the General Fund) that are not classified as nonspendable, restricted, or committed, and (b) amounts in the General Fund that are intended to be used for a specific purpose. Specific amounts that are not restricted or committed in a special revenue fund are assigned for the purposes in accordance with the nature of their fund type. Assignment within the General Fund conveys that the intended use of those amounts is for a specific purpose that is narrower than the general purposes of the Village itself.

Unassigned – This fund balance is the residual classification for the General Fund. It is also used to report negative fund balances in other governmental funds.

- 9. <u>Net Position Flow Assumption</u> Sometimes the Village will fund outlays for a particular purpose from both restricted and unrestricted resources. In order to calculate the amounts to report as restricted net position and unrestricted net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the Village's policy to consider restricted net position to have been depleted before unrestricted net position is applied.
- 10. <u>Fund Balance Flow Assumptions</u> Sometimes the Village will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the Village's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

NOTE 2 – DEPOSITS AND INVESTMENTS

Deposits:

In addition to insurance provided by the Federal Depository Insurance Corporation, all deposits are held in banking institutions approved by the State Treasurer of the State of Florida to hold public funds. Under Florida Statutes Chapter 280, *Florida Security for Public Deposits Act*, the State Treasurer requires all Florida qualified public depositories to deposit with the Treasurer or banking institution eligible collateral. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses. Accordingly, all amounts reported as deposits are deemed as insured or collateralized.

NOTE 3 – RECEIVABLES

Receivables as of September 30, 2020 for the Village's individual major funds in the aggregate are as follows:

	Gen	eral Fund	W	ater Fund	Total
Receivables:					
Customers billed	\$	-	\$	104,580	\$ 104,580
Franchise fees and taxes		19,407		-	19,407
Total Receivables	\$	19,407	\$	104,580	\$ 123,987
					/

NOTE 4 – PROPERTY TAXES

Property values are assessed on a county-wide basis by the Miami-Dade County Property Appraiser as of January 1, the lien date, of each year and are due the following November 1. Taxable value of property within the Village is certified by the Property Appraiser and the Village levies a tax millage rate upon the taxable value, which will provide revenue required for the fiscal year beginning October 1.

Real and personal property taxes levied each November 1, by the Village and all other taxing authorities within the County, are centrally billed and collected by Miami-Dade County, with remittances to the Village of their proportionate share of collected taxes. The millage tax rate to finance all governmental services for the year ended September 30, 2020 was 6.4000 mills (\$6.4000 per \$1,000 of assessed value). Taxes for the fiscal year beginning October 1 are billed in the month of November, subject to a 1% per month discount for the period November through February, and are due no later than March 31. On April 1, unpaid amounts become delinquent with interest and penalties added thereafter. Beginning June 1, tax certificates representing delinquent taxes with interest and penalties are sold by Miami-Dade County, with remittance to the Village for its share of those receipts. At September 30, 2020, there were no material delinquent taxes.

NOTE 5 - INTERFUND RECEIVABLES AND PAYABLES

The composition of interfund balances as of September 30, 2020 is as follows:

Receivable Fund	Payable Fund		Amount
General	Water Utility		\$ 925
General	Stormwater		203
Water Utility	General		 163
		Total	\$ 1,291

The outstanding balances between funds result mainly from the time lag between the dates that (1) Interfund goods and services are provided or reimbursable expenditures occur, (2) transactions are recorded in the accounting system, and (3) payments between funds are made.

NOTE 6 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2020 was as follows:

	Beginning	Ending		
	Balance	Increases	<u>Decreases</u>	Balance
Governmental activities:				
Capital assets, not being depreciated:				
Land	\$ 426,372	\$-	\$ -	\$ 426,372
Construction in progress	118,989	254,194		373,183
Total capital assets, not being depreciated	545,361	254,194		799,555
Capital assets, being depreciated:				
Building	2,951,956	-	-	2,951,956
Improvements other than buildings	4,997,358	6,050	-	5,003,408
Furniture, vehicles, vessels and equipment	2,682,961	96,920		2,779,881
Total capital assets, being depreciated	10,632,275	102,970		10,735,245
Less: accumulated depreciation for:				
Building	(1,184,275)	(61,257)	-	(1,245,532)
Improvements other than buildings	(1,167,239)	(318,616)	-	(1,485,855)
Furniture, vehicles, vessels and equipment	(1,900,450)	(131,587)		(2,032,037)
Total accumulated depreciation	(4,251,964)	(511,460)		(4,763,424)
Total capital assets, being depreciated, net	6,380,311	(408,490)		5,971,821
Governmental activities capital assets, net	\$ 6,925,672	\$ (154,296)	\$ -	\$ 6,771,376
	Beginning			Ending
	<u>Balance</u>	Increases	Decreases	Balance
Business-type activities:				
Capital assets, not being depreciated:				
Construction in progress	\$ -	\$ 55,194	\$ -	\$ 55,194
Total capital assets, not being depreciated	-	55,194	-	55,194
Capital assets, being depreciated:				
Water system, contributed	\$ 666,890	\$ 6,581	\$-	\$ 673,471
Property and equipment	176,837			176,837
Total capital assets, being depreciated	843,727	6,581	-	850,308
Less: accumulated depreciation for:				
Water system, contributed	(604,796)	(22,449)	-	(627,245)
Property and equipment	(63,765)	(5,894)	-	(69,659)
Total accumulated depreciation	(668,561)	(28,343)	-	(696,904)
Business-type activities capital assets, net	\$ 175,166	\$ 33,432	\$ -	\$ 208,598

NOTE 6 – CAPITAL ASSETS (Continued)

Depreciation expense was charged to functions/programs of the primary government as follows:

Governmental activities:	
General government	\$ 339,456
Police	172,004
Total depreciation expense - governmental activities	<u>\$ 511,460</u>
Business-type activities	
Water	\$ 22,449
Stormwater	5,894
Total depreciation expense - business-type activities	\$ 28,343

NOTE 7 – SHORT-TERM DEBT INSTRUMENTS AND LIQUIDITY

In fiscal year 2015, the Village entered into a non-taxable line of credit agreement in the amount of \$1,000,000 with a banking institution. The purpose of this line of credit is to provide working capital for the Village. During fiscal year 2016, the line of credit was increased to \$2,000,000. As of September 30, 2020, the line of credit has no outstanding balance.

NOTE 8 – LONG-TERM LIABILITIES

The following is a summary of changes in long-term liabilities of the Village for governmental activities for the fiscal year ended September 30, 2020:

	В	eginning					l	Ending	D	ue Within
Governmental Activities	H	<u> Balance</u>	A	dditions	Re	<u>ductions</u>	E	<u> Balance</u>	<u>C</u>	<u>ne Year</u>
Compensated Absences	\$	297,398	\$	140,804	\$	61,326	\$	376,876	\$	167,955

NOTE 9 – COMMITMENTS AND CONTINGENCIES

Risk Management:

The Village is exposed to various risks of loss related to torts, theft of, damage to and destruction of assets, errors and omissions and natural disasters. For the fiscal year ended September 30, 2020, the Village participated in the Florida League of Cities (FLC) risk pool. This is a statewide pool with several hundred governmental members. FLC provides the Village with auto liability, general liability, property and workers' compensation coverage. The FLC pool is nonassessable. There is no self-insured retention for the Village excluding a \$250 per occurrence property deductible. FLC provides \$5,000,000 for general liability and statutorily required coverage for workers' compensation. There were no changes in insurance coverage from coverages in the prior year and there were no settlements that exceeded insurance coverage in the past three years.

NOTE 10 – DEFINED CONTRIBUTION PLANS

The Village as a single-employer contributes to the two Village's Money Purchase Plans, which are defined contribution plans created in accordance with Internal Revenue Code Section 401(a). Amendments to the Plans must be authorized by the Village Council.

Employees Plan:

The Village provides pension benefits for all its full-time employees through a defined contribution plan. In a defined contribution plan, benefits depend solely on amounts contributed to the plan plus investment earnings. Employees are eligible to participate upon employment if the age of 18 has been attained. The Village makes biweekly contributions to the Plan equal to 12% of each employee's base salary and each employee must contribute 6% of their base salary to the Plan. The Plan is administered by a third-party administrator.

NOTE 10 – DEFINED CONTRIBUTION PLANS (CONTINUED)

Employees Plan: (Continued)

Each employee's interest in their accrued benefits from employer contributions and associated investment earnings is vested 100% after five years of credited service. Any non-vested, forfeited contributions are retained in the Plan and are used to reduce future Village contributions. Village contributions for the fiscal year ended September 30, 2020 were \$154,033 while the employee contributions were \$77,017.

Under the Plan, the employees are allowed to borrow money from their account. The loans bear interest at a market rate.

Plan membership as of September 30, 2020 consisted of 17 vested employees.

Village Manager Plan:

The Village provides an additional defined contribution plan for the Village Manager. The Village does not make contributions to this Plan. Contributions can be voluntarily made by the Village Manager. The Plan is administered by a third-party administrator. There were no contributions to this Plan during the year.

The Manager's interest in the contributions and associated investment earnings was vested 100% upon creation of the Plan.

NOTE 11 – RISKS AND UNCERTAINTIES

During March 2020, the COVID-19 virus was declared a global pandemic as it continued to spread rapidly. Business continuity, including supply chains and consumer demand across a broad range of industries and counties, could continue to be severely impacted for months or beyond as governments and their citizens take significant and unprecedented measures to mitigate the consequences of the pandemic. Management is carefully monitoring the situation and is continuously evaluating its options during this time. No adjustments have been made to these financial statements as a result of this uncertainty.

REQUIRED SUPPLEMENTARY INFORMATION (Unaudited)



INDIAN CREEK VILLAGE, FLORIDA REQUIRED SUPPLEMENTARY INFORMATION BUDGETARY COMPARISON SCHEDULE GENERAL FUND FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

							٧	Variance with Final Budget -
		Original		Final	1	Actual		Positive
		<u>Budget</u>		<u>Budget</u>	A	<u>mounts</u>	(<u>Negative)</u>
Revenues:								
Ad valorem taxes	\$	3,909,787	\$	3,909,787	\$ 3	3,974,262	\$	64,475
Fines and forfeitures		5,750		5,750		165,651		159,901
Licenses, permits and fines		52,188		52,188		57,603		5,415
Intergovernmental		22,734		22,734		20,078		(2,656)
Charges for services		91,802		91,802		90,742		(1,060)
Utility franchises		50,000		50,000		56,395		6,395
Other, including interest		10,000		10,000		479,168		469,168
Total revenues		4,142,261		4,142,261	4	4,843,899		701,638
							-	
Expenditures								
Current:								
General government		1,136,742		1,136,742		584,402		552,340
Public safety		2,955,519		2,955,519	2	2,803,350		152,169
Capital outlay		50,000		50,000		347,164		(297,164)
Total expenditures		4,142,261		4,142,261		3,734,916		407,345
		.,,	_			<u>, e , e . e</u>		,
Excess of revenues over expenditures						1,108,983		294,293
	_					1,100,000		204,200
Net change in fund balance	<u>\$</u>	-	\$	-	<u>\$</u>	1,108,983	\$	1,108,983
			_					
Fund balance, beginning						1,744,580		
Fund balance, ending					\$ 2	2,853,563		
, 3					,	,,		

REQUIRED SUPPLEMENTARY INFORMATION BUDGETARY COMPARISON SCHEDULE SPECIAL REVENUE FORFEITURE FUND FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

Revenues:	Original <u>Budget</u>	Final <u>Budget</u>	Actual <u>Amounts</u>	Variance with Final Budget - Positive <u>(Negative)</u>
Fines and forfeitures	\$ 50,000	\$ 50,000	\$ 184,915	\$ 134,915
Other, including interest	25	25	340	315
Total revenues	50,025	50,025	185,255	135,230
Expenditures: Current:				
Public safety	57,225	57,225	38,853	18,372
Capital outlay	26,408	26,408	21,528	4,880
Total expenditures	83,633	83,633	60,381	23,252
Deficiency of revenues under expenditures	(33,608)	(33,608)	124,874	158,482
Fund balance appropriated	33,608	33,608		33,608
Net change in fund balance	<u>\$</u> -	\$ -	\$ 124,874	\$ 124,874
Fund balance, beginning			30,957	
Fund balance, ending			<u>\$ 155,831</u>	

INDIAN CREEK VILLAGE, FLORIDA NOTE TO BUDGETARY COMPARISON SCHEDULES SEPTEMBER 30, 2020

NOTE 1 - BUDGETS AND BUDGETARY ACCOUNTING

The Village follows these procedures in establishing the budgetary data reflected in the financial statements:

- a. Prior to September 1, the Village Manager submits to the Village Council a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them. Budgets are considered a management control and planning tool.
- b. Public hearings are conducted to obtain taxpayer comments.
- c. Prior to October 1, the budget is legally enacted through passage of two resolutions one fixing a millage rate and another adopting the final budget.
- d. Appropriations which are neither expended, encumbered, nor specifically designated to be carried over lapse at the end of the fiscal year. Additionally, the Village does not utilize encumbrance accounting.
- e. The Village prepares and adopts budgets for the General Fund and the Special Revenue Forfeiture Fund. The budget is adopted on a basis consistent with generally accepted accounting principles (GAAP). Budgeted amounts are as originally adopted, or as amended by the Village Manager. Changes to or amendments to total budgeted revenues or expenditures within any of the Village's departments must be approved by the Village Manager. The legal level of control (level of which expenditures may not exceed the budget) is the department level.
- f. Changes in total appropriations in any budgeted fund must be approved by Village Council. During the fiscal year ended September 30, 2020, there was no supplemental appropriation in the general fund.
- g. Expenditures exceeded appropriations in capital outlay by \$297,164. This was supplemented by excesses in budgeted revenues in the General Fund.

STATISTICAL SECTION (Unaudited)

STATISTICAL SECTION

This part of Indian Creek Village's comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the Village's overall financial health.

<u>Contents</u>	
	<u>Page</u>
Financial Trends These schedules contain trend information to help the reader understand how the Village's financial performance and well-being have changed over time.	32-36
Revenue Capacity These schedules contain information to help the reader assess the Village's most significant local revenue source, the property tax.	37-40
Debt Capacity These schedules present information to help the reader assess the affordability of the Village's current levels of outstanding debt and the Village's ability to issue additional debt in the future.	41-44
Demographic and Economic Information These schedules offer demographic and economic indicators to help the reader understand the environment within which the Village's financial activities take place.	45-46
Operating Information These schedules contain service and infrastructure data to help the reader understand how the information in the Village's financial report relates to the services the Village provides and the activities it performs.	47-49
Sources: Unless other wise noted, the information in these schedules is derived from the	

Sources: Unless other wise noted, the information in these schedules is derived from the comprehensive annual financial reports for the relevant year.

NET POSITION BY COMPONENT LAST TEN FISCAL YEARS (ACCRUAL BASIS OF ACCOUNTING)

					Fisc	al Year				
	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Governmental activities:										
Net investment in capital assets	\$ 4,612,186	\$ 4,577,186	\$ 4,631,137	\$ 4,950,740	\$ 5,339,127	\$ 5,627,473	\$ 7,284,908	\$ 7,228,448	\$ 6,925,672	\$ 6,771,376
Restricted	-	-	-	818,778	434,028	619,651	269,944	205,140	170,556	687,752
Unrestricted (deficit)	312,069	926,108	604,220	(502,771)	319,822	811,616	497,392	868,049	1,307,583	1,944,766
Total governmental activities net position	4,924,255	5,503,294	5,235,357	5,266,747	6,092,977	7,058,740	8,052,244	8,301,637	8,403,811	9,403,894
Business-type activities:										
Net investment in capital assets	262,209	237,949	213,691	204,321	179,548	154,776	139,938	167,361	175,166	208,598
Unrestricted	1,418,685	1,578,337	1,439,630	1,525,772	1,691,877	1,810,697	1,985,862	2,056,901	2,202,276	2,442,633
Total business-type activities net position	1,680,894	1,816,286	1,653,321	1,730,093	1,871,425	1,965,473	2,125,800	2,224,262	2,377,442	2,651,231
Total government:										
Net investment in capital assets	4,874,395	4,815,135	4,844,828	5,155,061	5,518,675	5,782,249	7,424,846	7,395,809	7,100,838	6,979,974
Restricted	-	-	· · · · · · · · · · · · · · · · · · ·	818,778	434,028	619,651	269,944	205,140	170,556	687,752
Unrestricted	1,730,754	2,504,445	2,043,850	1,023,001	2,011,699	2,622,313	2,483,254	2,924,950	3,509,859	4,387,399
Total government net position	\$ 6,605,149	\$ 7,319,580	\$ 6,888,678	\$ 6,996,840	\$ 7,964,402	\$ 9,024,213	\$ 10,178,044	\$ 10,525,899	\$ 10,781,253	\$ 12,055,125
		<u> </u>								

CHANGES IN NET POSITION LAST TEN FISCAL YEARS (ACCRUAL BASIS OF ACCOUNTING)

					Fisca	l Year				
	2011	2012	<u>2013</u>	2014	<u>2015</u>	<u>2016</u>	2017	<u>2018</u>	<u>2019</u>	2020
Expenses:										
Governmental activities:										
General government	\$ 863,005			. ,					\$ 978,962	. ,
Public safety	2,179,106	2,465,031	2,703,145	2,925,148	2,597,700	2,848,902	2,903,207	3,107,507	3,114,466	3,066,957
Interest on long-term debt	21,681	-								
Total governmental activities	3,063,792	3,360,149	3,547,793	3,859,202	3,286,783	3,543,152	3,611,943	3,906,972	4,093,428	4,029,071
Business-type activities:										
Water utility system	295,310	322,887	368,125	313,102	371,366	320,856	395,214	423,405	428,308	416,105
Stormwater utility	63,839	58,417	305,287	185,419	99,064	85,275	147,229	169,743	109,258	75,009
Total business-type activities	359,149		· · · · · · · · · · · · · · · · · · ·		470,430	406,131				
Total business-type activities	359,149	381,304	673,412	498,521	470,430	400,131	542,443	593,148	537,566	491,114
Total government-wide expenses	<u>\$ 3,422,941</u>	<u>\$ 3,741,453</u>	<u>\$ 4,221,205</u>	<u>\$ 4,357,723</u>	<u>\$ 3,757,213</u>	<u>\$ 3,949,283</u>	<u>\$ 4,154,386</u>	\$ 4,500,120	\$ 4,630,994	<u>\$ 4,520,185</u>
Program revenues: Governmental activities:										
Charges for services:										
General government	\$ 1,179,445	\$ 255,669	\$ 132,995	\$ 117,095	\$ 153,677	\$ 138,542	\$ 817.100	\$ 246,263	\$ 160,153	\$ 148,345
Public safety	φ 1,179,44J	2,089,360	φ 152,995	\$ 117,095	\$ 155,077	φ 130,342	\$ 517,100	φ 240,203	φ 100,155	φ 140,040
Operating grants and contributions:	-	2,009,000		-	-	-	-	-	-	-
General government	-		_		350.017		-		-	
Public safety	149,975	574,705	244,163	740,017	170,633	666,043	48,688	117,762	71,048	350,566
Total governmental activities	1,329,420	2,919,734	377,158	857,112	674,327	804,585	865,788	364,025	231,201	498,911
Total governmental activities	1,329,420	2,919,734	377,156	037,112	074,327	004,365	003,700	304,025	231,201	490,911
Dusiness time estivities:										
Business-type activities: Charges for services:										
Water utility system	408.763	409.691	322,191	385.387	422.334	294.243	505.604	498.476	501.709	572.051
Stormwater utility	180,137	170,439	182,818	182,014	422,334	182,091	182,520	498,478	180,271	181,909
Total business-type activities	588,900	580,130	505,009	567,401	605,250	476,334	688,124	683,233	681,980	753,960
Total primary government program revenues	\$ 1,918,320	\$ 3,499,864	\$ 882,167	\$ 1,424,513	\$ 1,279,577	\$ 1,280,919	\$ 1,553,912	\$ 1,047,258	\$ 913,181	\$ 1,252,871
Net (expense) revenue:										
Governmental activities	\$ (1,734,372)	\$ (440,415)	\$ (3,170,635)	\$ (3.002.090)	\$ (2.612.456)	\$ (2,738,567)	\$ (2,746,155)	\$ (3.542.947)	\$ (3.862.227)	\$ (3.530.160)
Business-type activities	229,751	198,826	(168,403)	68,880	134,820	70,203	145,681	90,085	144,414	262,846
Total primary government net expenses	<u>\$ (1,504,621)</u>	\$ (1,504,621)	\$ (3,339,038)	\$ (3,339,038)	\$ (2,933,210)	\$ (2,477,636)	\$ (2,600,474)	\$ (3,452,862)	\$ (3,267,316)	\$ (3,267,314)
										(Continued)

CHANGES IN NET POSITION LAST TEN FISCAL YEARS (ACCRUAL BASIS OF ACCOUNTING) (CONTINUED)

		0011		2012		0040		2014		Fiscal	Yea		_	2017		2010		2010		2020
General revenues:		<u>2011</u>		<u>2012</u>		<u>2013</u>		<u>2014</u>		<u>2015</u>		<u>2016</u>		<u>2017</u>		<u>2018</u>		<u>2019</u>		<u>2020</u>
Governmental activities:																				
Taxes:																				
Property taxes	\$	471,523	\$	839,050	\$	2,820,465	\$	2,944,040	\$	3,345,127	\$	3,618,298	\$	3,659,954	\$	3,657,765	\$	3,790,995	\$	3,959,763
Franchise taxes	÷	50,127	Ŷ	51,713	Ŷ	49,394	Ŷ	49,408	Č.,	50,472	Ť	46,818	Ŷ	46,632	Ť	47,875	Ŷ	48,935	Ŷ	56,395
Unrestricted intergovernmental revenues		13,014		15,466		15,820		16,826		17,154		17,182		17,439		46,891		115,754		20,078
Other, including unrestricted interest		53,445		33,621		16,622		23,206		25,933		22,032		15,634		39,809		8,715		479,508
Transfers		80,000		80,000		-				-		-		-		-		-		-
Total governmental activities		668,109	_	1,019,850		2,902,301	_	3,033,480		3,438,686		3,704,330	_	3,739,659	_	3,792,340	_	3,964,399		4,515,744
Business-type activities:																				
Investment earnings		22,095		16,566		5,438		7,892		6,512		23,845		14,646		8,377		8,766		10,943
Transfers		(80,000)		(80,000)			_	<u> </u>			_	-		-		-		-		-
Total business-type activities		(57,905)		(63,434)		5,438	_	7,892		6,512		23,845		14,646		8,377		8,766		10,943
Total primary government	\$	610,204	\$	956,416	\$	2,907,739	\$	3,041,372	\$	3,445,198	\$	3,728,175	\$	3,754,305	\$	3,800,717	\$	3,973,165	\$	4,526,687
Changes in net position:	^	4 000 000	^	570 405	~	(000 00 4)		04.000	^	000.000	~	005 700	~	000 504	•	0.40,000	~	400 470	•	005 504
Governmental activities Business-type activities	\$((1,066,263) 171,846	\$	579,435 135,392	\$	(268,334) (162,965)	\$	31,390 76,772	\$	826,230 141,332	\$	965,763 94,048	\$	993,504 160,327	\$	249,393 98,462	\$	102,172 153,180	\$	985,584 273,789
		171,040	-	130,392	-	(102,905)	_	10,112		141,332		94,040		100,327	_	90,402	—	155,160		273,709
Total primary government changes in net																				
position	\$	(894,417)	\$	714,827	\$	(431,299)	\$	108,162	\$	967,562	\$	1,059,811	\$	1,153,831	\$	347,855	\$	705,849	\$	1,259,373
			7			1														

INDIAN CREEK VILLAGE, FLORIDA FUND BALANCES OF GOVERNMENTAL FUNDS LAST TEN FISCAL YEARS (MODIFIED ACCRUAL BASIS OF ACCOUNTING)

							Fiscal	Yea	ar						
	 2011	2012	<u>2013</u>		<u>2014</u>		<u>2015</u>		<u>2016</u>	2017		<u>2018</u>		<u>2019</u>	2020
General fund:															
Nonspendable	\$ 13,635	\$ -	\$ 18,331	\$	2,729	\$	75	\$	31,100	\$ 33,325	\$	54,514	\$	56,173	\$ 57,624
Restricted	-	-	-		133,621		206,054		385,779	128,060		128,978		142,256	534,454
Committed	80,000	124,464	125,000		125,007		125,228		200,000	200,000		300,000		300,000	300,000
Unassigned	 3,537	 432,214	 299,077		(373,945)		512,840		453,592	 551,546		804,331		1,246,151	 1,961,485
Total general fund	 97,172	 556,678	 442,408		(112,588)	4	844,197		1,070,471	 912,931	_	1,287,823		1,744,580	 2,853,563
All other governmental funds:															
Unreserved, reported in:															
Nonspendable	-	-	-		-				1,879	-		708		2,657	2,533
Special revenue funds	-	-	-		-		-		-	-		-		-	-
Restricted	 401,479	 573,813	 402,296	_	685,157		227,974	-	233,872	 141,884		76,162		28,300	 153,298
Total all other governmental funds	 401,479	 573,813	 402,296	-	685,157	_	227,974		235,751	 141,884		76,870		30,957	 155,831
Total governmental funds	\$ 498,651	\$ 1,130,491	\$ 844,704	<u>\$</u>	572,569	<u>\$</u>	1,072,171	<u>\$</u>	1,306,222	\$ 1,054,815	\$	1,364,693	<u>\$</u>	1,775,537	\$ 3,009,394

INDIAN CREEK VILLAGE, FLORIDA CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS LAST TEN FISCAL YEARS (MODIFIED ACCRUAL BASIS OF ACCOUNTING)

					Fiscal	l Year				
	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	2020
Revenues:										
Ad valorem taxes	\$ 471,523	\$ 839,050	\$ 2,820,465	\$ 2,944,040 \$	\$ 3,345,127	\$ 3,618,298	\$ 3,659,954	\$ 3,657,765	\$ 3,790,995	\$ 3,974,262
Security assessment	1,020,399	2,089,360	-	-	350,017	-	-	-	-	-
Franchise fees	50,127	51,713	49,394	49,408	50,472	46,818	46,632	47,875	48,935	56,395
Grants	-	-	-	-	-	-	-	-	-	-
Licenses and permits	154,903	214,755	41,571	26,774	65,393	50,641	723,125	155,260	69,510	57,603
Intergovernmental revenue	13,014	39,851	149,944	16,826	17,154	17,182	17,439	46,891	115,754	20,078
Charges for services	4,143	40,914	91,424	90,321	88,284	87,901	93,975	91,003	90,643	90,742
Fines and forfeitures	149,975	550,320	110,039	740,017	170,633	666,043	48,688	117,762	71,048	165,651
Other, including interest	53,445	33,621	16,622	23,206	25,933	22,032	15,634	39,809	8,715	479,168
Total revenues	1,917,529	3,859,584	3,279,459	3,890,592	4,113,013	4,508,915	4,605,447	4,156,365	4,195,600	4,843,899
Expenditures:										
Current:										
General government	815.833	814.050	777,574	827.771	581.457	578,778	581.263	670,326	609.527	584,402
Public safety	2,026,039	2,307,230	2,506,893	2,754,155	2,426,753	2,647,984	2,651,843	2,893,982	2,928,268	2,803,350
Capital outlay	550,195	186,068	281,175	580,801	655,201	1,029,604	1,565,934	282,179	246,961	347,164
Debt service:	000,100	100,000	201,110	000,001		1,020,001	1,000,001	202,110	2.0,001	011,101
Principal retirement	846,511		-	_	-	-	50,000	-	-	-
Interest and other fiscal charges	21,681	-	-	-	-	18,498	7,814	-	-	-
Total expenditures	4,260,259	3,307,348	3,565,642	4,162,727	3,663,411	4,274,864	4,856,854	3,846,487	3,784,756	3,734,916
Excess (deficiency) of revenues										
over (under) expenditures before										
other financing sources	(2,342,730)	552,236	(286,183)	(272,135)	449,602	234,051	(251,407)	309,878	410,844	1,108,983
Other financing sources:										
Transfers in	80,000	80,000	-	-	-	-	-	-	-	-
Proceeds from credit facilities			-	-	50,000	-	-	-	-	-
Total other financing sources	<u> </u>	80.000		-	50,000	-	-	-	_	-
					00,000					
Net change in fund balances	\$ (2,342,730)	\$ (2,262,730)	\$ (286,183)	\$ (286,183) \$	499,602	\$ 234,051	\$ (251,407)	\$ 309,878	\$ 410,844	\$ 1,108,983
	<u>+ (2,0 .2,. 00</u>)	<u>+ (=,=0=,:00</u>)	<u>+ (200, 100</u>)	<u>+ (200,100)</u> 4		<u>+ 201,001</u>	<u>+ (201,101)</u>	<u>+ 000,010</u>	<u>+,orr</u>	<u>+ .,,</u>
Debt service as a percentage										
of non-capital expenditures	30.55%	30.55%	0.00%	0.00%	0.00%	0.57%	1.79%	0.00%	0.00%	0.00%
	-30.3370	00.0070	0.0070	0.0070	0.0070	0.07 /0	1.7370	0.0070	0.0070	0.0070

INDIAN CREEK VILLAGE, FLORIDA NET ASSESSED VALUE AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY LAST TEN FISCAL YEARS

							Estimated
					Total		Value as a
	Real Pr	operty		Total Net	Direct	Estimated	Percentage
	Residential	Commercial	Personal	Assessed	Tax	Actual	of Actual
Fiscal Year	Property	Property Property	Property	<u>Value</u>	Rate	<u>Value</u>	<u>Value</u>
2011	320,637,475		1,417,171	322,054,646	1.804	580,922	0.18%
2012	320,956,634		1,661,491	322,618,125	2.720	877,521	0.27%
2013	358,909,995		1,726,051	360,636,046	7.952	2,867,706	0.80%
2014	429,304,718		1,773,959	431,078,677	6.950	2,995,997	0.70%
2015	445,587,720		2,604,059	448,191,779	7.674	3,439,244	0.77%
2016	499,403,917		2,670,434	502,074,351	7.500	3,765,558	0.75%
2017	545,631,449		2,355,628	547,987,077	6.950	3,808,510	0.70%
2018	567,609,072		2,772,345	570,381,417	6.609	3,769,765	0.66%
2019	604,760,997		3,126,811	607,887,808	6.400	3,890,482	0.64%
2020	649,479,048		3,785,236	653,264,284	6.300	4,115,565	0.63%

Note: Property in the Village is reassessed each year. Property is assessed at actual value. Estimated actual value increased in 2013 due to the elimination of the security assessment the Village assessed on the owners rather than through ad valorem taxes in 2011 and 2012.

Source: Indian Creek Village Finance Department and Miami-Dade County Property Appraiser's Office.



PROPERTY TAX RATES - DIRECT AND OVERLAPPING GOVERNMENTS

LAST TEN FISCAL YEARS

										Over	lapping Rates	(1)						
		India	an Creek Villa	ige	Mia	mi-Dade Cou	unty	Miami-I	Dade Fire &	Rescue	Mia	mi-Dade Sch	ools					Total
						Debt	Total		Debt	Total		Debt	Total				Total	Direct and
Fiscal	Tax Roll	General	Debt	Total	Operating	Service	County	Operating	Service	Fire	Operating	Service	School		SFWMD	FIND	State	Overlapping
Year	Year	Operations	Service	Village	Millage	Millage	Millage	Millage	Millage	Millage	<u>Millage</u>	<u>Millage</u>	<u>Millage</u>	<u>Other</u>	Millage	Millage	Millage	Rates
2011	2010	1.8038	0.0000	1.8038	5.4275	0.4450	5.8725	2.5753	0.0200	2.5953	7.8640	0.3850	8.2490	0.8734	0.5346	0.0345	1.4425	19.9631
2012	2011	2.7200	0.0000	2.7200	4.8050	0.2850	5.0900	2.4496	0.0131	2.4627	7.7650	0.2400	8.0050	0.7419	0.3739	0.0345	1.1503	19.4280
2013	2012	7.9518	0.0000	7.9518	4.7035	0.2850	4.9885	2.4496	0.0131	2.4627	7.7650	0.2330	7.9980	0.7338	0.3676	0.0345	1.1359	24.5369
2014	2013	6.9500	0.0000	6.9500	4.7035	0.4220	5.1255	2.4496	0.0127	2.4623	7.6440	0.3330	7.9770	0.7312	0.3523	0.0345	1.1180	23.6328
2015	2014	7.6736	0.0000	7.6736	4.6669	0.4500	5.1169	2.4207	0.0114	2.4321	7.7750	0.1990	7.9740	1.0105	0.1577	0.0345	1.2027	24.3993
2016	2015	7.5000	0.0000	7.5000	4.6669	0.4500	5.1169	2.4207	0.0086	2.4293	7.4130	0.1990	7.6120	0.9932	0.1459	0.0320	1.1711	23.8293
2017	2016	6.9500	0.0000	6.9500	4.6669	0.4000	5.0669	2.4207	0.0075	2.4282	7.1380	0.1840	7.3220	0.9788	0.1359	0.0320	1.1467	22.9138
2018	2017	6.6092	0.0000	6.6092	4.6669	0.4000	5.0669	2.4207	0.0075	2.4282	6.7740	0.2200	6.9940	0.9338	0.1275	0.0320	1.0933	22.1916
2019	2018	6.4000	0.0000	6.4000	4.6669	0.4644	5.1313	2.4207	0.0000	2.4207	6.5040	0.2290	6.7330	0.8982	0.1209	0.0320	1.0511	21.7361
2020	2019	6.3000	0.0000	6.3000	4.6669	0.4780	5.1449	2.4207	0.0000	2.4207	6.9360	0.1930	7.1290	0.8919	0.1103	0.0320	1.0342	22.0288

Note: All millage rates are based on \$1 for every \$1,000 of assessed value.

Sources: Indian Creek Village Finance Department and Miami Dade County Property Appraiser's Office

(1) Overlapping rates are those of local and county governments that apply to property owners within Indian Creek Village. Not all overlapping rates apply to all Indian Creek Village property owners (i.e. the rates for special districts apply only to the proportion of the government's property owners whose property is located within the geographic boundaries of the special district).

INDIAN CREEK VILLAGE, FLORIDA PRINCIPAL PROPERTY TAXPAYERS CURRENT YEAR AND NINE YEARS AGO

	2020				20)11		
			Percent of					Percent of
			Total					Total
	Net		Village Net			Net		Village Net
	Assessed		Assessed			Assessed		Assessed
<u>Taxpayer</u>	Value	<u>Rank</u>	<u>Value</u>	<u>Taxpayer</u>		<u>Value</u>	<u>Rank</u>	<u>Value</u>
Norman Braman & W Irma	\$44,427,464	1	\$0.07	14 Indian Creek Island Road	\$	16,596,341	1	4.85%
212A LLC	42,105,934	2	6.45%	27 Indian Creek Island Road		13,835,558	2	4.04%
LTSC ICGCI LLC TRS	27,065,252	3	4.14%	15 Indian Creek Island Road		13,487,818	3	3.94%
Somerville II Corporation	26,272,545	4	4.02%	25 Indian Creek Island Road		13,269,907	4	3.88%
Somerville Corporation NV	26,019,277	5	3.98%	17 Indian Creek Island Road		12,868,534	5	3.76%
Somerville Corporation NV	24,444,520	6	3.74%	12 Indian Creek Island Road		12,710,732	6	3.72%
Miracreek LTD	22,023,925	7	3.37%	31 Indian Creek Island Road		12,220,130	7	3.57%
Robert Diener	22,000,000	8	3.37%	8 Indian Creek Island Road		11,737,945	8	3.43%
SMM Sunny Holdings	21,838,062	9	3.34%	33 Indian Creek Island Road		10,895,934	9	3.19%
MTM Star International	<u>21,815,774</u>	10	<u>3.34%</u>	9 Indian Creek Island Road		10,800,000	10	3.16%
	\$278,012,753		42.56%		\$	128,422,899		<u>37.54%</u>

Source: Tax roll provided by Miami-Dade County Property Appraiser's Office

INDIAN CREEK VILLAGE, FLORIDA PROPERTY TAX LEVIES AND COLLECTIONS LAST TEN FISCAL YEARS

Collected within							
the Fiscal Year					Total Collections		
		of the l	_evy		to Date		
	Total Taxes	i		Collections in			
	Levied for		Percent	Subsequent		Percent	
Fiscal Year	Fiscal Year	<u>Amount</u>	<u>of Levy</u>	<u>Year's</u>	<u>Amount</u>	<u>of Levy</u>	
2011	580,922	471,523	81.17%	-	471,523	81.17%	
2012	877,521	839,050	95.62%	-	839,050	95.62%	
2013	2,867,706	2,820,465	98.35%	-	2,820,465	98.35%	
2014	2,995,997	2,944,040	98.27%	-	2,944,040	98.27%	
2015	3,439,244	3,345,127	97.26%		3,345,127	97.26%	
2016	3,765,558	3,618,298	96.09%	-	3,618,298	96.09%	
2017	3,808,510	3,659,954	96.10%	-	3,659,954	96.10%	
2018	3,769,765	3,657,765	97.03%	-	3,657,765	97.03%	
2019	3,890,482	3,790,995	97.44%	-	3,790,995	97.44%	
2020	4,115,565	3,974,262	96.57%	-	3,974,262	96.57%	

Source: Indian Creek Village Finance Department and Miami-Dade County Tax Collector's Office.

Note: Decrease in the total taxes levied in 2011 and 2012 is due to the Security Assessment assessed on the owners in those fiscal years rather than through ad valorem taxes.

INDIAN CREEK VILLAGE, FLORIDA RATIOS OF OUTSTANDING DEBT BY TYPE LAST TEN FISCAL YEARS

	Governmental Activities			Business-type			
-	General		Activities Percent of				
	Obligation	Revenue	Loans	Revenue		Personal	Per
Fiscal Year	Bonds	Bonds	Payable	Bonds	<u>Total</u>	Income	<u>Capita</u>
2011	-	-	-	-	-	0.00%	0.00%
2012	-	-	-	-	-	0.00%	0.00%
2013	-	-	-	-	-	0.00%	0.00%
2014	-	-	-	-	-	0.00%	0.00%
2015	-	-	50,000	-	50,000	0.05%	0.00%
2016	-	-	50,000	-	50,000	0.05%	0.00%
2017	-	-	-	-	-	0.00%	0.00%
2018	-	-	-	-	-	0.00%	0.00%
2019	-	-	-	-	-	0.00%	0.00%
2020	-	-	-	-	-	0.00%	0.00%

Note: As of 2017 the Village has no oustanding debt.

INDIAN CREEK VILLAGE, FLORIDA RATIOS OF GENERAL BONDED DEBT OUTSTANDING LAST TEN FISCAL YEARS

			Percentage of			
		Less Amounts	Estimated Actual			
	General	Available in		Taxable		
	Obligation	Debt Service		Value of		
Fiscal Year	<u>Bonds</u>	<u>Fund</u>	<u>Total</u>	Property	Per Capita	
2011	-	-		- 0.00%		-
2012	-	-		- 0.00%		-
2013	-	-		- 0.00%		-
2014	-	-		- 0.00%		-
2015	-	-		- 0.00%		-
2016	-	-		- 0.00%		-
2017	-	-		- 0.00%		-
2018	-	-		- 0.00%		-
2019	-	-		- 0.00%		-
2020	-	-		- 0.00%		-

Note: As of 2011 the Village has no bonded debt outstanding.

DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT SEPTEMBER 30, 2020

		2020		
		Percentage Amou		
	Net	Applicable to	Applicable to	
	Debt	Indian Creek	Indian Creek	
Government Unit	<u>Outstanding</u>	<u>Village</u>	Village	
Direct:	_	-	-	
Indian Creek Village	\$ -	100.00%	\$-	
-				
Other Debt:				
Miami-Dade County	4,897,817	0.048%	\$2,341	
Miami-Dade County School Board	935,644	0.019%	181	
Subtotal, Overlapping Debt			2,522	
			• • • • • • •	
Total Direct and Overlapping Debt			<u>\$ 2,522</u>	

Sources: Data provided by the Miami-Dade County Finance Department and the Miami-Dade County School Board.

Note: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the Village. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the taxpayers of Indian Creek Village. This process recognizes that, when considering the Village's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt, of each overlapping

INDIAN CREEK VILLAGE, FLORIDA PLEDGED REVENUE COVERAGE LAST TEN FISCAL YEARS

None of the Village's revenues are pledged for debt service.
INDIAN CREEK VILLAGE, FLORIDA DEMOGRAPHIC AND ECONOMIC STATISTICS LAST TEN FISCAL YEARS

			Per Capita	
		Personal	Personal	Unemployment
Year	Population (1)	Income	<u>Income (1)</u>	<u>Rate (2)</u>
2011	86	84,347,950	151,324	9.4%
2012	86	86,878,388	156,005	8.5%
2013	86	89,484,740	160,829	6.8%
2014	86	92,169,282	165,804	6.1%
2015	90	94,934,361	170,931	5.6%
2016	90	97,782,392	176,218	5.2%
2017	90	100,715,864	181,668	4.7%
2018	90	103,737,339	187,287	3.2%
2019	92	106,849,460	193,079	3.0%
2020	92	110,054,943	193,079	9.7%

Sources:

(1) city-data.com

(2) U.S. Bureau of Labor Statistics

Note: Personal income information is a total for the year, and are county totals. Unemployment rate information is an adjusted yearly average, and are county amounts. Per capital income amounts reflect Village only.

INDIAN CREEK VILLAGE, FLORIDA PRINCIPAL EMPLOYERS CURRENT YEAR AND TEN YEARS AGO

		2020		2010)
			Percentage of		Percentage of
- ·	- ·	D 1	Total Village		Total Village
Employer Indian Creek Country Club*	Employees 55	<u>Rank</u> 1	Employment 77.46%	Employees Rank 55 1	Employment 76.39%
Indian Creek Village	<u> </u>	2	<u>22.54%</u>	<u> </u>	<u>23.61%</u>
indian oreck village	10	2	22.0470	<u> </u>	20.0170
Total	71		<u>100.00%</u>	<u>72</u>	<u>100.00%</u>
Note: These are the only two emp	oloyers in Indi	ian Cree	ek Village		
Source: Indian Creek Village Fina	ince Departm	ent			
*Excludes seasonal employees					
	`				

INDIAN CREEK VILLAGE, FLORIDA

FULL-TIME EQUIVALENT VILLAGE GOVERNMENT EMPLOYEES BY FUNCTION LAST TEN FISCAL YEARS

					Fiscal	Year				
	2011	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	2020
Number of Employees:	-		-	_	_		_	-	-	_
General Government	2	2	2	2	2	2	2	2	2	3
Equipment & Facilities	-	-	-	-	- 12	- 10	-	1	-	-
Public Safety	14	14	14	14	13	<u> 12</u>	<u>13</u>	13	13	13
Total Number of Employees	16	16	16	<u> 16 </u>	15	14	15	<u> </u>	15	16
Source: Indian Creek Village Finance Depart	ment									

INDIAN CREEK VILLAGE, FLORIDA OPERATING INDICATORS BY FUNCTION/PROGRAM LAST TEN FISCAL YEARS

		Fiscal Year								
	2011	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	2020
Function/Program:										
Public Safety:										
Police:										
Police personnel and officers	14	14	14	14	13	12	13	13	13	13
Police calls for service	137	135	130	159	149	147	112	85	84	134
Parking violations (A)	-	-		-	-	-	-	-	-	-
Traffic/marine violations	107	179	234	210	209	212	309	398	211	564
Fire:										
Fire personnel										
Fire alarms answered	-	-	-	-	-	-	-	-	-	-
Fire inspections performed	-	-		-		-	-	-	-	-
Planning and Development:										
Building permits issued	69	71	40	33	27	30	16	40	27	16
Utility System:										
Active accounts - water	38	38	38	38	32	37	37	37	37	46
Active accounts - stormwater	37	37	37	37	32	37	37	37	37	41

Sources: Various Village Departments

Note: Indicators are not available for the general government function, the Village utilizes Miami-Dade County for Fire & Rescue.

(A) There are no parking areas in the Village

INDIAN CREEK VILLAGE, FLORIDA CAPITAL ASSET STATISTICS BY FUNCTION/PROGRAM LAST TEN FISCAL YEARS

	Fiscal Year									
-	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	2020
Function/Program:										
General Government:										
Number of general										
government buildings	1	1	1	1	1	1	1	1	1	1
Public Safety:										
Police:										
Police stations	1	1	1	1	1	1	1	1	1	1
Patrol units	5	5	5	5	5	5	5	5	5	5
Fire:										
Fire stations	-	-	-	-	-	-	-	-	-	-
Planning and Development:										
Building Permits Issued	69	71	40	33	27	30	16	40	27	16
Duliding Fernits issued	05	71	40		21	- 30	10	40	21	10
Engineering and Public Works:										
Total Square Miles	4.67	4.67	4.67	4.67	4.67	4.67	4.67	4.67	4.67	4.67
Surface Water Management:										
Miles of Storm Drainage	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Willes of Storm Drainage	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Transportation:										
Miles of streets	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2
Number of street lights	-	-	-	-	-	-	-	-	-	-
Number of traffic signals	-	-	-	-	-	-	-	-	-	-
Culture and Descention.										
Culture and Recreation:	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
Miles of waterways	2.25	2.25	2.25	2.25	2.25	2.25	2.25	2.25	2.25	2.25
Utility System:										
Miles of mains	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
Fire hydrants - Indian Creek Village	20	20	20	20	20	20	20	20	20	20
Fire hydrants - outside Indian										
Creek Village	-	-	-	-	-	-	-	-	-	-
Maximum daily capacity										
(thousands of gallons)	-	-	-	-	-	-	-	-	-	-

Sources: Various Village Departments

COMPLIANCE SECTION



INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROLS OVER FINANCIAL REPORTING AND COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Honorable Mayor, Village Council, and Village Manager Indian Creek Village, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, and each major fund, of Indian Creek Village, Florida (the "Village"), as of and for the fiscal year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements, and have issued our report thereon dated April 27, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Village's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. Accordingly, we do not express an opinion on the effectiveness of the Village's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Village's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Village's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Village's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Village's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

DRAFT

Caballero Fierman Llerena & Garcia, LLP Miami, Florida April 27, 2021

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8950 SW 74th Court I Suite 1210 I Miami, FL 33156 T: 305.662.7272 I F: 305.662.4266 I CFLGCPA.COM



MANAGEMENT LETTER IN ACCORDANCE WITH THE RULES OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Honorable Mayor, Village Council, and Village Manager Indian Creek Village, Florida

Report on the Financial Statements

We have audited the financial statements of Indian Creek Village, Florida (the "Village"), as of and for the fiscal year ended September 30, 2020, and have issued our report thereon dated April 27, 2021.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated April 27, 2021, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no findings or recommendations made in the preceding annual financial audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. This information is disclosed in the notes to the basic financial statements, Note 1.

Financial Condition and Management

Sections 10.554(1)(i)5.a., and 10.556(7), Rules of the Auditor General, requires us to apply appropriate procedures and communicate the results of our determination as to whether or not the Village has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the Village did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the Village. It is management's responsibility to monitor the Village's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same. This assessment has been performed as of the fiscal year end.

Financial Condition and Management (Continued)

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires that we address noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, Village Council and applicable management of the Village, and is not intended to be and should not be used by anyone other than these specified parties.

DRAFT

Caballero Fierman Llerena & Garcia, LLP Miami, Florida April 27, 2021



INDEPENDENT ACCOUNTANTS' REPORT ON COMPLIANCE PURSUANT TO SECTION 218.415 FLORIDA STATUTES

Honorable Mayor, Village Council, and Village Manager Indian Creek Village, Florida

We have examined the Indian Creek Village, Florida's, (the "Village") compliance with the requirements of Section 218.415 Florida Statutes during the period of October 1, 2019 to September 30, 2020. Management of the Village is responsible for the Village's compliance with those requirements. Our responsibility is to express an opinion on the Village's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Village complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the Village complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on the Village's compliance with specified requirements. In our opinion, the Village complied, in all material respects, with the requirements of Section 218.415 Florida Statutes during the period of October 1, 2019 to September 30, 2020.

This report is intended solely for the information and use of management, the Mayor, the Village Council, others within the Village and the Auditor General of the State of Florida and is not intended to be and should not be used by anyone other than these specified parties.

DRAFT

Caballero Fierman Llerena & Garcia, LLP Miami, Florida April 27, 2021

TAB 2

MINUTES OF VIRTUAL SECOND BUDGET HEARING Tuesday, September 22, 2020, at 50:01 p.m.

1. CALL TO ORDER/ROLL CALL OF MEMBERS 5:20 p.m.

Mayor, Bernard Klepach	Absent
Vice Mayor, Javier Holtz	Present
Council Member, Irma Braman	Present
Council Member, Robert Diener	Present
Council Member, Irwin Tauber	Absent

VILLAGE STAFF

Village Manager, Jennifer Medina Village Attorney, Stephen Helfman Chief of Police, Clarke Maher Village Clerk, Marilane Lima Beatrice Good, Finance Consultant Lorelei Narmore, Village Deputy Clerk Chris McDonald, ICV Police Captain

PARTICIPANT:

Haydee Sera, Village Attorney

2. PUBLIC COMMENTS:

No Public Comments

3. <u>APPROVAL OF MINUTES</u>:

TABS – 1 to 3

Councilmember Diener moved to approve the following minutes. Council Member Braman seconded. The motion carried unanimously.

- A. September 8, 2020 Virtual Local Planning Agency Meeting
- B. September 8, 2020 Virtual Special Council Meeting
- C. September 8, 2020 Virtual First Budget Meeting

4. **RESOLUTIONS:**

<u>TAB 4</u>

A RESOLUTION OF INDIAN CREEK VILLAGE, FLORIDA, ADOPTING THE PROPOSED MILLAGE RATE OF THE VILLAGE FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021, PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); SETTING A DATE FOR A FINAL PUBLIC HEARING TO ADOPT THE MILLAGE RATE; PROVIDING FOR AN EFFECTIVE DATE. (Resolution No. 805)

Millage Rate Announcement: The Indian Creek Village rolled-back millage is 6.0256. The proposed millage rate is 6.3000 mills, which is 4.55% over the rolled-back rate.

Vice-Mayor Holtz moved to approve Resolution No. 805. Council Member Braman seconded. The motion carried unanimously.

5. ORDINANCES:

<u>TAB 5</u>

AN ORDINANCE OF THE VILLAGE OF INDIAN CREEK FLORIDA ADOPTING THE BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021, PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); PROVIDING FOR AN EFFECTIVE DATE. (Second Hearing -Ordinance No. 226)

After opening and closing the public hearing and having no Comments from the public, Council Member Diener moved to approve Ordinance No. 226 on the first reading. Council Member Braman seconded. The motion carried unanimously

APPROVED

Roll Call:	Yea	Nay
Vice-Mayor Holtz	\checkmark	
Council Member Braman	\checkmark	
Council Member Diener	\checkmark	

6. <u>SCHEDULE OF FUTURE MEETINGS:</u>

VIRTUAL REGULAR COUNCIL MEETING - TUESDAY, OCTOBER 20, 2020 10:00 a.m.

7. <u>ADJOURNMENT</u>: 5:21 p.m.

TAB 3

MINUTES OF VIRTUAL SPECIAL COUNCIL MEETING December 01, 2020, at 5:00 p.m.

1. CALL TO ORDER/ROLL CALL OF MEMBERS 5:03 P.M.

Mayor, Bernard Klepach	Present.
Vice Mayor, Javier Holtz	Present
Council Member, Irma Braman	Present
Council Member, Robert Diener	Present
Council Member, Irwin Tauber	Present (after roll call)

VILLAGE STAFF

Village Manager, Jennifer Medina Village Attorney, Stephen Helfman Chief of Police, Clarke Maher Village Clerk, Marilane Lima Lorelei Narmore, Village Deputy Clerk Chris McDonald, ICV Police Captain

PARTICIPANTS:

Sean Compel, Stantec Clarece Depkin, Indian Creek Country Club Interim General Manager Paul Abbott, Village Representative

2. PLEDGE OF ALLEGIANCE:

3. PUBLIC COMMENTS:

No Public Comments

4. **RESOLUTIONS:**

TAB 1

A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA AUTHORIZING THE HIRING OF SPECIAL LEGAL COUNSEL AND AVIATION CONSULTANTS TO APPEAL FAA PROGRAM; PROVIDING FOR A FEE SPLITTING AGREEMENT WITH THE TOWN OF SURFSIDE FOR SAID SERVICES; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE. (Resolution No. 813)

Council Member Diener moved to approve Resolution No. 813. Council Member Braman seconded. The motion carried unanimously.

APPROVED

Roll Call:	Yea	Nay
Mayor Klepach	\checkmark	-
Vice-Mayor Holtz	\checkmark	
Council Member Braman	\checkmark	
Council Member Diener	\checkmark	

TAB 2

A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA **APPROVING A REIMBURSEMENT AGREEMENT WITH THE STATE OF FLORIDA OFFICE OF THE STATE ATTORNEY;** PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE. (Resolution No. 810)

Vice-Mayor Holtz moved to approve Resolution No 810. Council Member Tauber seconded. The motion carried unanimously.

APPROVED

Roll Call:	Yea	Nay
Mayor Klepach	\checkmark	-
Vice-Mayor Holtz	\checkmark	
Council Member Braman	\checkmark	
Council Member Diener	\checkmark	

TAB 3

A RESOLUTION OF INDIAN CREEK VILLAGE, FLORIDA ACCEPTING A TERM SHEET FROM CITY NATIONAL BANK FOR A REVOLVING LINE OF CREDIT TO FINANCE WORKING CAPITAL NEEDS; AUTHORIZING SUCH REVOLVING LINE OF CREDIT IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$2,500,000; AWARDING THE REVOLVING LINE OF CREDIT ON A NEGOTIATED BASIS; APPROVING EXECUTION AND DELIVERY OF A REVOLVING LINE OF CREDIT AGREEMENT AND A NOTE IN CONNECTION WITH SUCH REVOLVING LINE OF CREDIT AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE. (Resolution No. 812)

Vice-Mayor Hotz moved to approve Resolution No .812. Council Member Braman seconded. The motion carried unanimously.

APPROVED

Roll Call:	Yea	Nay
Mayor Klepach	\checkmark	
Vice-Mayor Holtz	\checkmark	
Council Member Braman	\checkmark	
Council Member Diener	\checkmark	

TAB 4

A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA APPROVING AND RATIFYING THE PURCHASE OF AN ADDITIONAL PUBLIC SAFETY DEPARTMENT VESSEL FROM METAL SHARK BOATS, LLC; PROVIDING FOR PAYMENT WITH FORFEITURE FUNDS; PROVIDING FOR AN EFFECTIVE DATE (Resolution No. 811)

Council Member Diener moved to approve Resolution No .811. Council Member Braman seconded. The motion carried unanimously.

Minutes Virtual Special Council Meeting December 1, 2020

APPROVED

Roll Call:	Yea	Nay
Mayor Klepach	\checkmark	
Vice-Mayor Holtz	\checkmark	
Council Member Braman	\checkmark	
Council Member Diener	\checkmark	

TAB 5

A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA **APPROVING AND RATIFYING VEHICLE LEASES WITH THE BANCORP, INC.;** PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE. (Resolution No. 814)

Council Member Diener moved to approve Resolution No .814. Council Member Braman seconded. The motion carried unanimously.

<u>APPROVED</u>		
Roll Call:	Yea	Nay
Mayor Klepach	\checkmark	
Vice-Mayor Holtz	\checkmark	
Council Member Braman	\checkmark	
Council Member Diener	\checkmark	

5. <u>REPORTS AND RECOMMENDATIONS</u>

A. MAYOR AND COUNCILMEMBERS

1.) ROADWAY REDEVELOPMENT PROJECT (Council Member Diener)

Council Member Dierner informed that some residents are concerned about the pedestrians' safety as the pathway is adjacent to the residences' driveways. Council Member Diener requested Sean Compel, Stantec Engineer, to address the safety concerns. Mr. Compel informed the council members that there would be 20 feet from the property line to the pathway; a small hump before the pathway could be added to alert the driver. Also, the landscaping on specific areas will need maintenance to avoid visibility issues. Mr. Compel reminded the council members that the residents' driveway meets the roadway the same way it will meet the future pathway.

6. SCHEDULE OF FUTURE MEETING:

A. **VIRTUAL COUNCIL MEETING:** Tuesday, January 19, 2021, 8:30 A.M.

7. ADJOURNMENT

TAB 4

MINUTES OF VIRTUAL SPECIAL COUNCIL MEETING March 02, 2021, at 5:00 p.m.

1. CALL TO ORDER/ROLL CALL OF MEMBERS 5:03 p.m.

Mayor, Bernard Klepach	Present.
Vice Mayor, Javier Holtz	Present
Council Member, Irma Braman	Present
Council Member, Robert Diener	Present
Council Member, Irwin Tauber	Present

VILLAGE STAFF

Village Manager, Jennifer Medina Village Attorney, Stephen Helfman Chief of Police, Clarke Maher Village Clerk, Marilane Lima Lorelei Narmore, Village Deputy Clerk Chris McDonald, ICV Police Captain Beatrice Good, ICV Finance Consultant

PARTICIPANTS:

Sean Compel, Stantec Paul Abbott, Village Representative Erick Zchella Phone Numbers: 786-359 305-085 305-106 954-135 954-950

2. <u>PLEDGE OF ALLEGIANCE:</u>

3. PUBLIC COMMENTS:

No Public Comments

4. **RESOLUTIONS:**

TAB 1

A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA SELECTING AND AWARDING PROPOSAL /BID FOR THE ROADWAY REDEVELOPMENT PROJECT TO GIANNETTI CONSTRUCTION CORPORATION, PROVIDING FOR CONDITIONS, IMPLEMENTATION AND EFFECTIVE DATE. (Resolution No. 815).

The Village received a Notice of Protest Roadway Redevelopment Project dated March 2, 2021, from J. Alfredo Armas on behalf of Magnum Construction Management, LLC (MCM).

The following representatives protested the award: Daniel Munilla, MCM representative, Pedro Munilla, MCM representative, and Eric Zchella, from P3Management,

After hearing the interested parties, Mayor Klepach moved to approve Resolution No. 815. Council Member Tauber seconded. The motion carried unanimously.

APPROVED

Roll Call:	Yea	Nay
Mayor Klepach	\checkmark	
Vice-Mayor Holtz	\checkmark	
Council Member Braman	\checkmark	
Council Member Diener	\checkmark	

A. <u>MAYOR AND COUNCILMEMBERS</u>

1.) ROADWAY REDEVELOPMENT PROJECT

Council Member Tauber indicated he was not satisfied with the proposed drainage system; he was concerned the exfiltration system would not correct the Island's floodings. Councilmember Braman agreed and requested additional information. V. Manager informed the council members that the Village and Stantec dedicated extra attention to the drainage system; additionally, an independent engineering firm, hired by the Country Club, examined and approved the drainage system drawings and calculations presented by Stantec. Sean Compel, Stantec Engineer, informed that he is confident the proposed system combined with an outfall will work well even on high tide events after discussions with the independent engineering company. Mr. Paul Abbott, from HPF Associates Inc., agrees that an exfiltration system combined with outfalls is the solution for the Island.

6. <u>SCHEDULE OF FUTURE MEETING:</u>

A. VIRTUAL COUNCIL MEETING:

Tuesday, April 20, 2021, 5:00 p.m.

7. ADJOURNMENT

TAB 5

RESOLUTION NO. 821

A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA APPROVING AND RATIFYING THE LETTER OF INTENT BETWEEN THE VILLAGE AND ATLANTIC BROADBAND FINANCE, LLC FOR EQUIPMENT RELOCATION; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

WHEREAS, the Village's has commenced the Perimeter Security Project; and

WHEREAS, as a part of the Project, the Village is required to relocate certain utilities including existing fiber optic communication equipment (the "Equipment") owned by Atlantic Broadband Finance, LLC ("ABB"); and

WHEREAS, the relocation of the Equipment is to be performed under the terms of the March 15, 2021 Letter of Intent between the Village and ABB (the "LOI"), a copy of which is attached as Exhibit "A"; and

WHEREAS, the Village Council wishes to approve and ratify the LOI.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA:

Section 1. Recitals Adopted. Each of the recitals stated above is hereby adopted and confirmed.

Section 2. Approval and Ratification. The Village Council hereby approves and ratifies the LOI attached as Exhibit "A" to this Resolution.

Section 4. Implementation. The Village Manager is hereby authorized to take all action necessary to implement this Resolution and the terms of the LOI.

<u>Section 5.</u> <u>Effective Date.</u> This Resolution shall be effective immediately upon its adoption by the Village Council.

PASSED AND ADOPTED this _____ day of April 2021.

APPROVED:

BERNARD KLEPACH, MAYOR

ATTEST:

MARILANE LIMA, VILLAGE CLERK, CMC

Approved as to form and legal sufficiency:

VILLAGE ATTORNEY

LETTER OF INTENT BETWEEN INDIAN CREEK VILLAGE AND ATLANTIC BROADBAND FINANCE, LLC

This Letter of Intent (the "LOI") is made and entered into this 15th day of March, 2021 by and between Indian Creek Village, a municipality in the State of Florida (the "Village"), and Atlantic Broadband Finance, LLC, a Delaware limited liability company ("ABB"). The Village and ABB may be referred to individually as a "Party" or collectively as the "Parties." Capitalized words used and not defined herein shall have the meanings ascribed to them in the Original Agreement (defined below).

RECITALS

On December 5, 2013 the Parties entered into an Agreement for the Installation, Operation, and Maintenance of Telecommunications Facilities (the "Original Agreement") pursuant to which ABB agreed to install, operate, and maintain fiber optic facilities to provide telephone, television, Internet, security, and other services to the Village and to all residents and owners of property within the Village; and

ABB completed the installation of the Facilities to provide the Telecommunications Services as contemplated in the Original Agreement; and

Pursuant to the Original Agreement ABB currently operates and maintains the Facilities and provides the Telecommunications Services to the Village and residents and owners of property within the Village; and

The Village has determined to make major improvements to the privately dedicated road on Indian Creek Island (the "Roadway"); and

The existing fiber optic lines included as part of the Facilities (the "Existing Lines") are located in conduit underneath the Roadway and would need to be relocated in order to complete the Roadway improvements, and such relocation of the Existing Lines would effectively shut down all Telecommunications Services within the Village for a substantial period of time; and

The Village has determined that in order to continue to provide uninterrupted Telecommunications Services to the Village and to residents and owners of property within the Village, it is necessary to leave the Existing Lines in place and install new fiber optic lines and the related Facilities (the "New Facilities") in a different part of the Roadway; and

The Village desires that ABB install the New Facilities while continuing to operate and maintain the Existing Lines and existing Facilities, so as to provide uninterrupted Telecommunications Services within the Village while the New Facilities are being installed; and The Village cannot begin the Roadway improvements until the New Facilities are installed; and

The Parties contemplate that a new agreement or an amendment and restatement of the Original Agreement, in either case substantially similar to the Original Agreement (the "New Agreement"), will be negotiated and executed setting forth the details governing the installation, operation, and maintenance of the New Facilities and the Telecommunications Services to be provided by ABB; and

The preparation and negotiation of the New Agreement is likely to take several weeks, and the Village desires that ABB begin work on the New Facilities immediately; and

The Parties have determined that execution of this LOI will enable ABB to begin work on the New Facilities immediately while the New Agreement is being prepared.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which is acknowledged by the Parties, it is hereby agreed as follows:

1. **<u>Recitals.</u>** The recitals above are true and correct and are incorporated herein as if set forth in full.

2. <u>**Term.**</u> The Parties agree to enter into this LOI for a term commencing on the date hereof and terminating on the date of execution and delivery of the New Agreement.

3. <u>Scope of Work; Commencement.</u> ABB agrees to undertake the scope of work set forth in the ABB Rate Sheet attached hereto as Exhibit "A" and in the location shown on the maps submitted to the Village also attached as Exhibit "A". ABB will commence such work within five (5) days of the date of this LOI and complete the work no later than May 20, 2021, subject to any delays caused by (i) any acts or omissions of the Village (and its agents) and/or residents and owners of property within the Village, (ii) the unavailability of any materials required for the scope of work, and/or (iii) any conditions beyond the reasonable control of ABB.. All work will be done by licensed and insured contractors. During the term this LOI is in effect, ABB agrees to undertake the work in compliance with the provisions set forth in Sections 8.6, 8.7, 8.8 and 8.9 of the Original Agreement.

4. <u>Insurance.</u> During the term this LOI is in effect, ABB agrees to maintain insurance and provide evidence thereof to the Village, all as set forth in Section 16 of the Original Agreement.

5. **Indemnification by ABB.** During the term this LOI is in effect, ABB agrees to indemnify the Village for losses arising out of its actions undertaken only with respect to the New Facilities pursuant to this LOI, all as set forth in Section 17.1 of the Original Agreement.

6. <u>Indemnification by the Village.</u> During the term this LOI is in effect, the Village agrees to indemnify ABB for losses arising out of its actions undertaken only with

respect to the New Facilities pursuant to this LOI, all as set forth in Section 17.2 of the Original Agreement.

7. <u>Fees for Services.</u> The Parties agree that ABB's fees for all services set forth in Exhibit "A" hereto shall be \$243,072, inclusive of all labor and materials. The Village shall pay such fees at the times and in the amounts as shall be set forth in the New Agreement, and if for any reason the Parties fail to enter into the New Agreement, the Village will pay the full amount upon completions of the work.

8. <u>Applicable Law/Venue</u>. This Agreement and the rights and obligations of the parties hereunder shall be construed, interpreted and enforced in accordance with and governed by the laws of the State of Florida. The parties agree that venue for any action brought by either party to enforce or interpret this Agreement shall lie in the courts of Miami-Dade County, Florida.

9. <u>Intent of the Parties</u>. The purpose of this Letter of Intent is to set forth an understanding in principle and the present intention of the parties to enter into a New Agreement incorporating the above, upon terms and conditions mutually acceptable to the parties and their respective counsel.

10. <u>Original Agreement Unaffected</u>. This LOI does not amend or modify the Original Agreement in any way. The Original Agreement shall remain in effect in its entirety, unless and until modified or terminated pursuant to the terms of the New Agreement.

11. <u>**Counterparts**</u>. This LOI may be executed in any number of counterparts, each of which when so executed shall be an original, and all of which shall constitute one in the same instrument.

12. **Facsimile Signatures**. Electronically transmitted facsimile signatures on this Agreement shall serve as originals for all purposes.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed in their names by their duly authorized officers, all as of the day and year first above written.

VILLAGE OF INDIAN CREEK, FLORIDA a Florida municipal corporation

By: Jennifer Medina, City Manager

ATTEST:

By: 8 Marilane Lima, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Seroya Helfman Cole & Bierman, P.L.

[signature page to Letter of Intent]

ATLANTIC BROADBAND FINANCE, LLC, a Delaware limited liability company

By: ______ Name: ______

Title: Vice President of Operations

[signature page to Letter of Intent]

ADDENDUM TO LETTER OF INTENT BETWEEN INDIAN CREEK VILLAGE AND ATLANTIC BROADBAND FINANCE, LLC

This Addendum (the "Addendum") to the Letter of Intent (the "LOI") dated March 15, 2021 by and between Indian Creek Village, a municipality in the State of Florida (the "Village"), and Atlantic Broadband Finance, LLC, a Delaware limited liability company ("ABB") amends the LOI as provided herein. The Village and ABB may be referred to individually as a "Party" or collectively as the "Parties." Capitalized words used and not defined herein shall have the meanings ascribed to them in the LOI.

RECITALS

The Parties entered into the LOI to provide that ABB install the New Facilities while continuing to operate and maintain the Existing Lines and existing Facilities.

The LOI provided that ABB would commence the work within five (5) days of the date of the LOI and complete the work no later than May 20, 2021.

Due to unforeseen delays, the Village has advised ABB that the work cannot commence until May 1, 2021, which will delay completion of the work. As a result thereof, the Parties have agreed that the LOI needs to be amended to reflect new commencement and completion dates.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained the receipt and sufficiency of which is acknowledged by the Parties, it is hereby agreed as follows:

1. **<u>Recitals.</u>** The recitals above are true and correct and are incorporated herein as if set forth in full.

2. <u>Amendment to LOI.</u> The second sentence of Section 3 of the LOI is hereby amended by changing the date the work will commence to May 1, 2021 and changing the date of completion of the work to no later than June 15, 2021, subject to any delays caused by (i) any acts or omissions of the Village (and its agents) and/or residents and owners of property within the Village, (ii) the unavailability of any materials required for the scope of work, and/or (iii) any conditions beyond the reasonable control of ABB.

3. **Full Force and Effect.** Except as modified by this Addendum, the LOI shall remain in full force and effect.

4. <u>Counterparts</u>. This Addendum may be executed in any number of counterparts, each of which when so executed shall be an original, and all of which shall constitute one in the same instrument.

5. **Facsimile Signatures**. Electronically transmitted facsimile signatures on this Agreement shall serve as originals for all purposes.

IN WITNESS WHEREOF, the Parties hereto caused this Addendum to be executed in their names by their duly authorized officers, all as of the day and year first above written.

VILLAGE OF INDIAN CREEK, FLORIDA a Florida guarizipal corporation

By: Jennifer Medina, City Manager

ATTEST:

By: Maritane Lima, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, P.L.

[signature page to Addendum to Letter of Intent]

ATLANTIC BROADBAND FINANCE, LLC, a Delaware limited liability company

By: Danny Jobe Digitally signed by Danny Jobe Date: 2021.04.20 10:58:11 -04'00'

Name:

Title: Vice President of Operations

[signature page to Addendum to Letter of Intent]

EXHIBIT "A" to LETTER OF INTENT - Dated March 15, 2021 ABB RATE SHEET AND LOCATION MAPS

[see attached]

ABB Rate sheet.

Date: 2/23/2021



1681 Kennedy Causeway North Bay Village, FL 33141 Tel: (305)-861-8069 Fax: (305)-861-9047

Project Name:	Indian Creek Island Relocate	Project Type:
Address:	Indian Creek Island	New Build:
City:		Forced Relocation:
Total Units:		Customer Funded Relo
Total Labor:	\$176,092	Fire Code Violation:
Total Materials:	\$66,980	MDU Rewire/Upgrade:
Total Cost:	\$243,072	Plant Maint. / Upgrade:
Attn:	Pete Freytag	Emergency call out

Rev 4/01/2020

		_	Rev 4/01/2020		
m	Qty	UM	Description	Unit Price	Unit Price
			Aerial Construction		
		Ft	Composite Aerial (Install strand and hardware (including: down guys, vertical grounds, anchors, continuity	\$1.65	\$0.00
		Ft	Place Strand Only (Place strand and all related support harware and continuity bonds. To include all anchors,	\$0.45	\$0.00
		Ea	Straigth Splice for strand if strand is broken and there is no need of new strand	\$35.00	\$0.00
		Ft	Lash Coaxial Cable to Strand (Over lash coax to existing cable baring strand. (Double lash). Includes up to 3	\$0.58	\$0.00
		Ft	Lash / Overlash Additional Coaxial Cable (up to 2 cables)	\$0.60	\$0.00
		Ft	Delash/ Relash Coaxial or Fiber Optic Cable (Delash coax/fiber from existing strand package and relash to new	\$0.65	\$0.00
1		Ea.	Band Steel or Concrete Pole (Install a minimum 2-1" stainless steel bands and block to a concrete/steel pole)	\$28.00	\$0.00
		Ft	Wreck out Existing Overhead Plant/Aerial plant (Strand footage)	\$0.25	\$0.00
+		Ea.	Install Down Guy & guard to Existing Anchor (Install downguy, continuity bond and guy guard to existing anchor).	\$12.00	\$0.00
		Ea.	Install Screw Anchor with Down Guy & Guy Guard (Installation of screw anchor and downguy with guy guard and	\$50.00	\$0.00
+		Ea.	Install Bust Anchor with Down Guy & Guy Guard (Installation of bust anchor and downguy with guy guard and	\$50.00	\$0.00
1		Ea.	Install Vertical ground with #6 Ground Wire & Ground Rod (Installation of 5/8" x 8 ' ground rod and vertical #8	\$30.00	\$0.00
1		Ea.	Install Riser Guard (Install riser guard 2" or 4" with riser boot). Up to 2 pieces	\$30.00	\$0.00
+		Ea.	Install Extension Arm (Install extension arm up to 4 Ft)	\$18.00	\$0.00
+		Ea.	Transfer existing downguy to new Pole transfer.	\$12.00	\$0.00
+		Ea.	Pole Transfer simple	\$50.00	\$0.00
+		Ea.	Pole Transfer Complex		
+		Ea.	Emergency call out after 5:00 PM (M-F) or weekends	\$65.00 \$500.00	\$0.00 \$0.00
+		Ea.	Delash only Coaxial or Fiber Optic Cable	\$500.00	\$0.00
+		Ea.	Resag existing plant		\$0.00
-		Ft	Change Pole Attachment Height (Change attachment height existing pole)	\$0.30 \$45.00	\$0.00
+		Ea.	Remove Down Guy & Anchor (Remove existing downguy and anchor)	\$45.00	\$0.00
+		Ea.	New In-Line Pole Attachment (Attaching to a new in-line pole)	\$35.00	\$0.00
+		Ea.	Drop move make ready	and so it is not a second so that the second s	\$0.00
+		Ea.	Aerial Set-up Attachment (Set-up fee's (Less than 500 Feet')requires pre approval by ABB Supervisor	\$7.50 \$130.00	\$0.00
+		Ea.	Tree Trimming (Requires pre-approval by ABB Supervisor, to be paid when tree trimming is excessive) before	and the second se	
+		Ft	FPL Permit/ foot & Route Development (\$250 Minimum)	\$0.42	\$0.00
+		Ea	FPL Make Ready Poles	\$0.70	\$0.00
+		Ea	FPL Non-Make Ready Poles	\$160.00	\$0.00
+		Ft.	Aerial Drafting CAD and PDF for FDOT/ County Permit	\$25.00	\$0.00
+		Ft.	Aerial As-Built CAD and PDF	\$0.30	\$0.00
+		Ea.		\$0.15	\$0.00 \$0.00
+		Ea.	Permit Processing Fee per Permit/per Jurisdiction (Includes Filling out appplication, running permit, notification Snow shoe installation	\$550.00	\$0.00
+		L.C.		\$35.00	
+	0.05	F.	Underground Construction		\$0.00
+	325	Ft	Composite Underground Placement (up to 36" depth,top of pipe) to include placement of up to 3 direct bury	\$7.00	\$2,275.00
+		Ft	MachineTrenching Only (up to 36" depth, top of pipe, includes warning tape)	\$3.00	\$0.00
+		Ft	Hand digging (trench up to 36" depth top of pipe, includes warning tape)	\$5.00	\$0.00
+		Ft	Rock / Coral trenching Adder (Requires pre-approval by ABB Supervisor)	\$1.95	\$0.00
+		Ft	Missile Bore up to 2" min 24 "(Includes placement of PVC and as-builts (bore depth every 10')	\$12.00	\$0.00
+	0005	Ft	Additional 2" Missile Bore at Same Location (Addition bore at same location, same requirements as (Up to 2"	\$7.00	\$0.00
-	6625	Ft	Directional Bore 2-2"	\$14.00	\$92,750.00
-		Ft	Directional Bore 4" (Include PVC less than 350 Feet) must include boar logs	\$14.00	\$0.00
1		Ft	Additional 4" Directional Bore at Same Location (Additional bore at same location, same requirements as (4"	\$14.00	\$0.00
-		Ft	Directional Bore 2" (Include PVC over 300 Feet)	\$12.00	\$0.00
-		Ft	Directional Bore 2" (Include PVC under 300 Feet)	\$14.00	\$0.00
-		Ea	Install Boots and Seal Pipe	\$12.00	\$0.00
-	54	Ea.	Soft Dig (for exposing existing facilities on Directional Bores during permit process)	\$80.00	\$4,320.00
1	6950	-	Install pull String and mule tape in conduit.	\$0.50	\$3,475.00
			Pull Coaxial Cable Through Empty Conduit (Pull cable through new or existing empty conduits, includes pull	\$1.00	\$0.00
4		Ft	Pull Coaxial Cable Through Conduit with Cables Present	\$1.40	\$0.00
			Asphalt Removal and Restoration plus the cost of Asphault	\$9.50	\$0.00
			Concrete Removal and Restoration plus the Cost of Concrete	\$15.00	\$0.00
		Ea.	Install Small Pedestal (tap/splitter/coupler includes equipment to pedestal brackets and attaching all bounds to	\$21.00	\$0.00
		Ea.	Install Medium Pedestal (Line Extender, Includes attaching equipment to pedestal brackets and attaching all	\$30.00	\$0.00
		Ea.	Install Large Pedestal (Amplifier, includes attaching equipment to pedestal brackets and attaching all bounds to	\$115.00	\$0.00
		Ea.	Install Small Vault (12" X 18")	\$80.00	\$0.00
		Ea.	Install Medium Vault (18" X 30")	\$155.00	\$0.00
	32	Ea.	Install Large Vault (24" X 36") or (36" X 48")	\$350.00	\$11,200.00
		Ea	Install Larger Vault (48" X 48")	\$500.00	\$0.00

23 24		Ea. Ea.	Mapping and design for high rise (51+ units) vertical construction Mapping and Design for high rise (0 - 50 units) vertical construction.	\$6.00 \$7.00	\$0.00
22			Permits (Invoice amount plus 15%)	\$1.00	\$0.00
21			Police Protection (Invoice amount plus 10%)	\$1.00	\$0.00
			Miscellaneous Labor Charges prior ABB approval needed		\$0.00
20			Other Electrician Fees for power Supply (Cost plus 10%)	\$1,200.00	\$0.00
9		Ea.	Power Supply - Underground (with Permitting)	\$2,500.00	\$0.00
8		Ea.	Power Supply - Inside a Building No Permitting Required	\$1,200.00	\$0.00
1			Power Supply	φ20.00	\$0.00
1	448	Ea.	fusion splice fiber 145 to 288 count loose tube Fusion SpliceRibon Fiber (includes bi-directional OTDR) ribon fiber per buffer	\$21.00 \$20.00	\$9,408.00 \$0.00
\$		Ea	fusion splice fiber 97 and above count loose tube	\$21.00	\$0.00
4		Ea	fusion splice fiber 49 to 96 count loose tube	\$25.00	\$0.00
3		Ea	fusion splice fiber 25-48 count and under loose tube	\$30.00	\$0.00
2			fusion splice fiber 24 count and under loose tube	\$35.00	\$0.00
Ĭ	0000	Ea	Lash Fiber to Enclosure after Splicing is complete	\$75.00	\$0.00
6	9800	Ea	Install fiber in conduit (includes locating wire)	\$1.20	\$11,760.00
8	16 9	Ea	Fiber crew set up charge per location Install aerial splice enclosure (includes grounding enclosure)	\$200.00 \$240.00	\$3,200.00
	10		Delash, relash, pull slack to new splice location	\$0.96	\$0.00
6	7		fiber mid entry (ring Cut)	\$175.00	\$1,225.00
5	1	Ea	Fiber enclosure re-entry	\$150.00	\$150.00
4	13	Ea	Prep and tray simple	\$125.00	\$1,625.00
B			Preparation of fiber for a mid-entry splice enclosure and re-attachment	\$200.00	\$0.00
1			Delash and relash fiber cable	\$250.00	\$0.00
þ		Ft Et	Includes the overlash each additional fiber cable in excess of 2 cables to existing system Lash fiber splice enclosure. Separate trip	\$0.32 \$250.00	\$0.00 \$0.00
			Overlash up to 2 fiber cables on existing strand to include placement of ID tags (double lash)	\$0.68	\$0.00
		Ft	Includes the installation of each additional fiber cables on new strand that exceeds the first 2	\$0.24	\$0.00
		Ft	Lash fiber cable to bare strand-up to 2 fiber cables on new strand. To include placement of ID tags (double lash)	0.68	\$0.00
1			Fiber Optics		\$0.00
		Ea.	Splice Splicter/Coupler(Primarily for MDU Applications, same requirements as Aerial & U/G Splicing W/Forward & Reverse	\$30.00	\$0.00
+			Splice Line Extender(Primarily for MDU Applications, same requirements as Aerial & U/G Splicing W/Forward & Splice Splitter/Coupler(Primarily for MDU Applications, same requirements as Aerial & UG Splicing W/Forward &	\$70.00	\$0.00
3			Splice Amplifier (Primarily for MDU Applications, same requirements as Aerial & U/G Splicing W/Forward &	\$95.00 \$70.00	\$0.00 \$0.00
-			Splicing & Activation	005.00	\$0.00
-					\$0.00
2		Ea.	Permit Processing Fee per Permit/per Jurisdiction (Includes Filling out appplication, running permit, pre-	\$450.00	\$0.00
		Ea	MDU As-Built CAD and PDF	\$150.00	\$0.00
			MDU Design -base cost + riser footage	\$200.00	\$0.00
			EMT Sleeve into units, cut drywall and fire seal	\$10.00	\$0.00
5			Install pull String for drops	\$0.50	\$0.00
			Fire Caulking (Seal holes with fire caulking compound at in fire walls locations)	\$5.00	\$0.00
		Ea.	Install Character Generator (Includes installation of CG, modulator, all connectivity wiring and initial customer	\$60.00	\$0.00
3			Cleanup molding (includes opening molding, remove old cable and close molding back up)	\$1.45	\$0.00
2			Wall Plating Only (Includes all trim out at wall plate) Install Molding on Existing Cable	\$5.00 \$1.45	\$0.00
			Connect Drops (Bulk) Includes all fittings, splitters & tagging.	\$5.00	\$0.00 \$0.00
		Ea	Core Drill Wet (Includes core drilling through concrete floors / walls - 8" to 12" thickness for feeder cable or	\$45.00	\$0.00
3			Core Drill (Includes core drilling through concrete floors / walls - 8" to 12" thickness for feeder cable or bundle	\$35.00	\$0.00
7		Ea.	Wreck out Existing Postwire (Includes cable, Molding & Patch Holes)	\$10.00	\$0.00
5		Ft	Pull Hard Line Distribution Feeder Thru Conduit (excludes UG)	\$1.50	\$0.00
5			Wreck out Existing Lockbox (Including patch holes)	\$16.00	\$0.00
4		Ft	EMT / PVC Conduit Placement (For distribution Riser or Drops) excludes UG.	\$1.80	\$0.00
2			Install Cover for smart panels Install Distribution Feeder from Lock Box to Lock Box.(Includes attachments, pulling thru conduit sleeves &	\$3.00 \$1.60	\$0.00 \$0.00
1			Install / Termination Panel (Includes Grounding)	\$45.00	\$0.00
)			Install / Mount Lock Box (Includes Grounding)	\$45.00	\$0.00
9		Ea.	Composite Post Wire (Home Run)From lock box to structured box or primary outlet.Includes molding,tagging	\$45.00	\$0.00
8			Additional Pre-wire Outlet.(From outlet to structured wiring box or primary outlet location. Includes wall plate trim	\$25.00	\$0.00
7		Ea.	MDU Construction Composite Pre-Wire Outlet (Home Run). From lock box to structured wiring box or primary outlet location.	\$35.00	\$0.00
1		Eu.	ciandard inter set up (i ci deb location included police detail, required ribb approval prof work	\$000.00	φ0.00
5		Ea.	Standard MOT Set-up (Per Job location includes police detail, requires ABB approval prior work	\$800.00	\$0.00
5		Ea.	Permit Processing Fee per Permit/per Jurisdiction (Includes Filling out appplication, running permit, notification Specialized MOT Design-Not a Standard Index (As required by FDOT Inspector)	\$550.00 \$300.00	\$0.00 \$0.00
3		Ft. Ea.	Underground As-Built CAD and PDF	\$0.50	\$0.00
		Ft.	Underground Drafting CAD and PDF (Minimum \$ 350.00)	\$0.50	\$0.00
2		Ea	Ground Penetrating Radar per location per hour must be approve by ABB	\$100.00	\$0.00
1			Oplical Capinels (VIIID, Opli Hub, elc)	\$475.00	\$0.00
		Ea. Ea.	Install Node Pedestal (Rhino) Optical Cabinets (Vhub, Opti Hub, etc)	\$225.00	\$0.00

-					¢170 000 0
48		Ea.	Core Drill (2" or Greater). Includes Core drilling through concrete floors / walls - 8" to 12" thickness for feeder	\$45.00	\$0.00
47		Ft	composite SDU splicng and activation of RF plant forward and reverse	\$0.50	\$0.00
46		Ft	install mule tape or pull string in conduit	\$0.50	\$0.00
15		Ea.	Traffic flaggers need ABB approval (Hourly) must be explained in details on quote and invo	\$35.00	\$0.00
44		Ea	Punchout Bellsouth Vault	\$400.00	\$0.00
43		Ea	Punchout Belisouth Manhole	\$800.00	\$0.00
42		Hr.	Miscellaneous Labor Charges prior ABB approval needed (must be explained in details on quote and invoice)	\$1.00	\$0.00
41	80	Hr.	Fiber Splicer with Van and Tools (Night) (Requires ABB pre-approval)	\$160.00	\$12,800.00
40		Hr.	Fiber Splicer with Van and Tools (Day) (Requires ABB pre-approval)	\$120.00	\$0.00
89	192	Hr.	Ground Person / Laborer (Requires ABB pre-approval)(night) must be explained in details on quote and invoice	\$47.00	\$9,024.00
38	72	Hr.	Ground Person / Laborer (Requires ABB pre-approval) must be explained in details on quote and invoice	\$35.00	\$2,520.00
37		Hr.	Lineman with Bucket Truck (Requires ABB pre-approval)(night)	\$88.00	\$0.00
36		Hr.	Lineman with Bucket Truck (Reguires ABB pre-approval)	\$65.00	\$0.00
35		Hr.	Splicer with Bucket Truck (Requires ABB pre-approval) (night)	\$93.00	\$0.00
34		Hr.	Splicer with Bucket Truck (Requires ABB pre-approval)	\$70.00	\$0.00
33		Hr.	Foreman with Pick-Up (Requires ABB pre-approval) (night)	\$80.00	\$0.00
32		Hr.	Foreman with Pick-Up (Requires ABB pre-approval)	\$60.00	\$0.00
31	64	Hr.	Supervisor with Pick-Up (Requires ABB pre-approval) (night)	\$100.00	\$6,400.00
30	24	Hr.	Supervisor with Pick-Up (Requires ABB pre-approval)	\$75.00	\$1,800.00
29		Ea.	Node Segmentation	\$250.00	\$0.00
28		Mile	System Prints Update - Fiber	\$55.00	\$0.00
27		Ea.	Site Survey for Maitenance Repairs	\$50.00	\$0.00
26		Ea.	Mapping for Fiber Desk Top Cost Estimate	\$40.00	\$0.00
5		Ea.	Mapping for Commercial	\$60.00	\$0.00

\$176,092.00






SCALE: N.T.S.	INDIAN CREI				
SHEET NO.	INDIAN CREEK VILLAGE INDIAN CREEK VILLAGE	PLAN Scale: 1:100			
03 OF 10	EK VILLAGE	PLAN VIEW			
	Z				

R RISER	-++ OVERHEAD GUY	→ POLE TO POLE GUY	SIDEWALK SET GUY 0	SIDEWALK GUY	SET ANCHOR	→ EXISTING ANCHOR	L.D. LONG DROP	ROUTE SYMBOL
0 🗖 PEDESTAL	0 CONC./A	UY 0 🛛 🖾 TRANS. POLE	JY 0 • CATV SET POLE	0 🛇 JOINT USE POLE	0 O PHONE POLE	0 X POWER POLE	0 P USH POLE	ROUTE SYMBOLS QTY. ROUTE SYMBOLS QTY.
AL 0	C CONC./METAL POLE 0	IS. POLE 0	ET POLE 0	ISE POLE 0	POLE 0	POLE 0	OLE 0	SYMBOLS QTY.
H F U-G BORE 0	MOTEL UNITS	U-G MULTI-DWELLING UNITS	✓ U−G COMMERCIAL UNITS	O U-G SINGLE DWELL. ACT./POT.	AER. MULTI-DWELLING UNITS	AER. COMMERCIAL UNITS	O AER. SINGLE DWELL. ACT./POT.	ROUTE SYMBOLS
0	0	0	0	0/- U-G	0	0	0,∕	QTY.
	°,	TOTAL	0,	u-6	9	STRAND		FOOTAGE
.412" RG-?	500	.565	650	715	840	875	FIBER	SIZE C,
RG								QTY. FOOTAGE SIZE CABLE DESCRIPTION
FEEDER	FEEDER	FEEDER	FEEDER	EXPRESS	EXPRESS EXPRESS	EXPRESS	EXPRESS	EXPRESS
			WER FIG FIBER 3 WAY SPUT	E REEL#/COUNT		LO M L 4 PORT TAP	E.O.L. LEVELS 2 PORT TAP	DESIGN SYMBOLS
	TRUNK AMP LINE EXTENDERS	A (LOW) A BE THE	INBAL TRIPLE MULTI-PLUG IN	A MAIN A MAIN	NHCH LOSS		FIBER NODES 4 EQUAL OUTPUTS	IBOLS
T=DC-12	J-JUMPER / S-2WAY	12. INT-EQ 25. CASCAUE 19 19 29 13. INT-EQ 22			6. LFWD IN 19. REV-EQ 4 5	4. HFWD IN 17. LREV OUT 2	1. FOOTAGE 14. HREV IN 1 2. AMP-ID 15. LREV IN 1	NODE/AMP/LE DAT
~	25	23	317	9	5	LOC/	EXIS	Ä
2 ©	₹ `	OCATION		2 ©	*/> **			×
								REVISIONS
APPROVED	MAP	Date: 02/15/	By: rws		B _X	ROUTED	, –	By: By:
:D Date:	By -	/12 Date:	By By	1	By: CWSI	DESIGNED	Date:	FIELDED
	broadbanc	ATLANTIC						

PLAN VIEW







INDIAN CREEK VILLAGE	Sole: 1:100	
Z		











TAB 6

RESOLUTION NO. 818

A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA APPROVING AND RATIFYING A CHANGE ORDER TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE AND INTEGRATED SECURITY SYSTEMS, INC.; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

WHEREAS, on September 16, 2020, the Village entered into a Professional Services Agreement (the "Contract") with Integrated Security Systems, Inc. ("ISS") for the installation of an Island-wide perimeter security system; and

WHEREAS, the scope of the work under the Contract has changed to require the installation of additional equipment for a fully functional system; and

WHEREAS, the Village and ISS wish to enter into the attached Proposal (change order) to allow for the installation of additional equipment.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA:

Section 1. <u>Recitals Adopted.</u> Each of the recitals stated above is hereby adopted and confirmed.

Section 2. <u>Approval and Ratification</u>. The Village Council hereby approves and ratifies the Proposal (change order) to the Contract attached as Exhibit A to this Resolution.

Section 4. <u>Implementation</u>. The Village Manager is hereby authorized to take all action necessary to implement this Resolution.

<u>Section 5.</u> <u>Effective Date.</u> This Resolution shall be effective immediately upon its adoption by the Village Council.

PASSED AND ADOPTED this _____ day of April 2021.

APPROVED:

BERNARD KLEPACH, MAYOR

ATTEST:

MARILANE LIMA, VILLAGE CLERK, CMC

Approved as to form and legal sufficiency:

VILLAGE ATTORNEY

Exhibit A





Confidential Proposal

Prepared For:

Indian Creek Village and Jennifer Medina

Additional Pole and Surveillance Equipment

Location:

9080 Bay Drive

Indian Creek Village, FL, 33154

Proposal Number: 12810-1-1-17916

The data contained within the pages of this proposal has been submitted in confidence and contains trade secrets and/or privileged or confidential financial information. Such data shall be used or disclosed only for evaluation purposes, provided that if a contract is awarded to this proposer as a result of or in connection with the submission of this proposal the customer shall have the right to use or disclose the data herein to the extent provided in the contract. This

Prepared By: Mario Fernandez Systems Engineer Phone: 305-341-4647 mfernandez@teamiss.com

Integrated Security Systems 1876 North West 7th Street Miami, FL, 33125 Phone 305-324-8800 Support 888.670.2226 www.TeamISS.com

FL EF-001199 DCRL 001&002 NC 2290-CSA SC: BAC13489

Bill of Material

Customer Details:

Site: 9080 Bay Drive Indian Creek Village, FL 33154 Billing: 9080 Bay Drive Indian Creek Village, FL 33154 Contact: Jennifer Medina (305) 865-4121 jmedina@icvps.org

Radar Equipment

QTY Description

- Magos SR-500 Sensor: 500m Perimeter Security Radar -1
- Magos SR-1000 Sensor, 1000m Perimter Sec. Radar 1
- 3 Magos SR-250 Sensor: 250m Perimeter Security Radar
- 3 Magos SR Operational Cable, 15m
- 3 Magos Pole Mount Brackets for Radar
- Magos MASS PTZ Sensor Addition 1
- 5 Magos 1 Day On Site Support, MASS Server Config

Thermal Cameras

- QTY Description
 - FLIR Elara 640x480, 10 Degree, NTSC 1
 - 1 FLIR Pan/Tilt For Top Mounted Payloads

Poles and Support Equipment

QTY Description

- Comnet Hardened Managed 11-Port Switch w/POE+ 1
- 1 Comnet Power Supply, 48VDC, 240W, DIN-Rail Mount
- 1 Comnet SM 1000Mbps 1310nm 10KM 2 Fiber LC
- 1 Fiberglass Enclosure, NEMA 4X, 20"x20"x8"
- Mounting Panel 17' x 17" 1
- 100 Cable, Belden CAT6 Outdoor, Shielded, 23 Awg
- 12' Pole for Cameras and Radar, Base and Installation 1

Octopus PSIM Licensing

QTY Description

1 Camera and Radar Licensing

Financial Summary

Total Proposal Amount: \$123,897.00 Note: The above price does not include sales tax.

\$36,323.00

\$4,331.00

\$24,079.00

\$59,164.00

Bill of Material

Customer Details:

Site: 9080 Bay Drive Indian Creek Village, FL 33154 Billing: 9080 Bay Drive Indian Creek Village, FL 33154 Contact: Jennifer Medina (305) 865-4121 jmedina@icvps.org

Allowance: Power And Communication

QTY Description

1

500 feet 120V Power consist of 2" conduit and #8 conductors with 20AMP circuit to each of the seven poles locations along the seawall. 500 feet of 2" conduit for fiber optics.

Assumes 500 feet of directional boring.

Ground radar survey to be performed for private residence backyard path.

Softscape (dirt and sod patching) repairs where required.

Allowance:	Easement Survey
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QTY Description

1 Easement Survey and documentation. Includes three (3) Signed and Sealed Copies for each Lot.

Optional: Full Coverage Service Agreement-Parts and Labor

QTY Description

4 Annual cost for 24/7/365 service agreement for all parts, labor and software included in this proposal . Years 2-5. In addition included are:

-One annual and inspection and maintenance

-One annual software upgrade if applicable

-One annual refresher system training

Financial Summary

Total Proposal Amount: \$190,385.14 Note: The above price does not include sales tax.



\$22,571.00

\$39,417.14

\$4,500.00

SCOPE OF WORK



The proposed Change Order will add the following:

Location 9: Seawall at Lot 1

One (1) 1000 Meter radar, one (1) 250 Meter Radar and one (1) Thermal Camera will be installed on a pole 15'-20' above grade. 120VAC electrical service and fiber optic network cabling will be brought to the pole. Pole will be power coated black and will be mounted on a concrete pedestal.

Location 4: Seawall at Lot 15

Replace one (1) 500 Meter Radar from the original proposal design with two (2) 250 Meter Radars.

All necessary additional Octopus PSIM licensing is included on this proposal.

CLARIFICATIONS AND EXCLUSIONS

- It is assumed that any existing devices being reused are in satisfactory working condition and meet current Electrical and Life Safety Codes. In the event that any of the reused components not to be in satisfactory working order or not meeting Electrical and Life Safety codes currently in effect, ISS/Convergint will provide a quote for the replacement of the component.
- Components being reused or provided by others are not part of this contract and will not be covered under the ISS warranty.
- Some of the equipment and design may change in order to accommodate conditions unknown at the time of the proposal or variations due to conflicts with other trades. ISS/Convergint will provide the customer with a Change Order for any additions or reductions in cost, equipment or materials.



Signature Page

Jennifer Medina
Indian Creek VIIlage
9080 Bay Drive
Indian Creek Village, FL, 33154
(305) 865-4121
jmedina@icvps.org

Quote #: 12810-1-1-18100

Total System Investment: \$190,385.14 Tax not i

Tax not included

Remarks

Work will be scheduled upon the receipt of an authorized signature and purchase agreement. An invoice from Integrated Security Systems (ISS) will be submitted for 50% of the project upon award for mobilization and equipment purchase. ISS will perform all work during normal business hours (8am - 5pm) Monday through Friday. Work requested outside of these days and times will be charged at the then current rates for overtime, premium time and Holiday Time.

As a condition of performance, payments are to be made on a progress basis. Invoice payment must be made within thirty (30) days of receipt. Any alteration or deviation from the proposal involving extra cost of material or labor will become an extra charge over the sum stated above. The proposal will become a binding agreement only after the acceptance by Customer and approved by an authorized employee of Integrated Security Systems. as evidence by their signatures below. This agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise, or condition on behalf of Integrated Security Systems, which is not expressed herein.

/ \ ·	sal Accepted: ecurity Systems, Inc. is authorized to proceed with proposed.	Proposal S	Submitted by:
Company:	Indian Greek Village	Company:	Integrated Security Systems, Inc
Signature:	Clent N/m	Signature:	
Name:	Jennifer Medina	Name:	
Title:	Village Manager	Title:	
Date:	03/30/2021	Date:	

This proposal shall remain valid for 60 days from 03/16/2021

TAB 7

RESOLUTION NO. 822

A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA APPROVING AND RATIFYING A PROPOSAL FROM VETTED SECURITY SOLUTIONS, LLC FOR NEW LICENSE PLATE READER SYSTEM; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

WHEREAS, the Village maintains and operates a License Plate Reader Security System ("LPR") providing essential identification and safety data for its Public Safety Department; and

WHEREAS, the Village's existing LPR system has become outdated and inoperable; and

WHEREAS, the Village wishes to replace and update its system with new technology and services; and

WHEREAS, the Village wishes to approve the Proposal with Vetted Security Solutions, LLC ("Vetted Security") a copy of which is attached as Exhibit "A" to this Resolution (the "Proposal").

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA:

Section 1. Recitals Adopted. Each of the recitals stated above is hereby adopted and confirmed.

Section 2. Approval and Ratification. The Village Council hereby approves and ratifies the Proposal from Vetted Security to replace LPR system.

<u>Section 4.</u> <u>Implementation.</u> The Village Manager is hereby authorized to take all action necessary to implement this Resolution.

<u>Section 5.</u> <u>Effective Date.</u> This Resolution shall be effective immediately upon its adoption by the Village Council.

PASSED AND ADOPTED this _____ day of April 2021.

APPROVED:

BERNARD KLEPACH, MAYOR

ATTEST:

MARILANE LIMA, VILLAGE CLERK, CMC

Approved as to form and legal sufficiency:

VILLAGE ATTORNEY

VETTED SECURITY SOLUTIONS		Vetted Security Solutio 4185 35th St N Saint Petersburg, FL 33 Office: (727) 440-324	3714		
Purchaser: Indian Creek Village Police		e Department (FL)	Date:	1/27/2021 12:49:54 PM	
Project Name: Indian Creek Village PD - Fixed LPR			Quote Number:	00001738-2	

PROJECT QUOTATION

We at Vetted Solutions are pleased to quote the following systems for the above referenced project:

Scope of Work:

Hardware				
Mfg. Part #	Item	Qty	Unit Price	Extended Price
VSSM1B0X D1	Fixed ALPR 1 Main / 1 Reaper XD Camera	1	\$13,519.00	\$13,519.00

Software				
Mfg. Part #	Item	Qty	Unit Price	Extended Price
VSBSCSVC -01	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments 5 YEAR LICENSE FEES PAID UPFRONT	5	\$525.00	\$2,625.00

Services				
Mfg. Part #	Item	Qty	Unit Price	Extended Price
SSU-SYS- COM	Vigilant System Start Up & Commissioning of 'In Field' LPR system	1	\$875.00	\$875.00
	Fixed ALPR Installation	1	\$1,950.00	\$1,950.00
	Travel Rates	1	\$575.00	\$575.00
	Marshalling Cost	1	\$450.00	\$450.00

Shipping						
Mfg. Part #	Item	Qty	Unit Price	Extended Price		
	Shipping Rate for Fixed LPR Camera	1	\$95.00	\$95.00		

Warranty				
Mfg. Part #	Item	Qty	Unit Price	Extended Price
CDFS- 4HWW	Fixed Camera LPR System Extended Hardware Warranty - Valid for 4 years	1	\$2,465.00	\$2,465.00

Hardware Cost:	\$13,519.00
Software Cost:	\$2,625.00
Services Cost:	\$3,850.00
Shipping Cost	\$95.00
Warranty Cost:	\$2,465.00
Extended Total Cost:	\$22,554.00

Proposal Notes:

- 1. All prices are quoted in USD and will remain firm and in effect for 30 days.
- 2. This Quote does not include anything outside the above stated bill of materials.
- 3. Complete system includes 1-year parts/labor warranty, extended warranty options are available.
- 4. The expected lead time for hardware and installation is 30-60 days.
- 5. Connectivity is assumed Cellular on department supplied cell card to the MDC for real time connectivity to LEARN database.
- 6. For all Investigative Data Platforms & Intelligence Lead Policing Commercial Data subscriptions fees increase annually by 4% each year.
- 7. CLK fees are shown for budget purposes only. Please DO NOT issue PO to Vetted Security Solutions for renewals of CLK fees.
- 8. Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Vetted Security Solutions and Purchaser shall be paid by Purchaser in addition to the price quoted or invoiced. In the event Vetted Security Solutions is required to pay any such tax, fee or charge, Purchaser shall reimburse Vetted Security Solutions therefor or, in lieu of such payment, Purchaser shall provide Vetted Security Solutions at the time the Contract is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge.



Quoted by Jeff Kinney Phone: email: jkinney@vettedsecuritysolutions.com

Please email purchase order to:

accounting@vettedsecuritysolutions.com

TAB 8

RESOLUTION NO. 816

A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA APPROVING AND RATIFYING THE HIRING OF RUBIN, TURNBULL & ASSOCIATES FOR LIMITED GOVERNMENT ADVOCACY; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

WHEREAS, from time-to-time the Village has a need to engage governmental consultants/advocates to lobby for its interests at various governmental levels; and

WHEREAS, the Village is presently urging the Federal Aviation Administration (the "FAA") to alter its air traffic control plans, which would have an adverse impact on the Village's residents; and

WHEREAS, the Village wishes to engage the firm of Rubin, Turnbull & Associates ("Rubin Turnbull") on a limited basis to assist the Village in its efforts to encourage the FAA to modify its plans.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA:

Section 1. Recitals Adopted. Each of the recitals stated above is hereby adopted and confirmed.

Section 2. <u>Approval and Ratification</u>. The Village Council hereby approves and ratifies the hiring of Rubin Turnbull as consultants/advocates for a period not to exceed five (5) months and limited to a fee of \$5,000 per month.

<u>Section 4.</u> <u>Implementation.</u> The Village Manager is hereby authorized to take all action necessary to implement this Resolution.

<u>Section 5.</u> <u>Effective Date.</u> This Resolution shall be effective immediately upon its adoption by the Village Council.

PASSED AND ADOPTED this _____ day of April 2021.

APPROVED:

BERNARD KLEPACH, MAYOR

ATTEST:

MARILANE LIMA, VILLAGE CLERK, CMC

Approved as to form and legal sufficiency:

VILLAGE ATTORNEY

Rubin Turnbull & Associates

401 E. Las Olas Blvd. Suite 130-447 Ft. Lauderdale, Florida 33301 954-467-3993

BILL TO

Jennifer Medina, Village Manager Village of Indian Creek 9080 Bay Drive Indian Creek Village, FL 33154

DATE	INVOICE #		
4/3/2021	22362		

CUSTOMER ID	
561	

ITEM	DESCRIPTION	AMOUNT
Consulting (140)	Consulting Fee - April	5,000.00
	For those clients who wish to make payments via wire transfer, or ACH:	
	New Domestic (U.S.) Wire Payment Information:	
	Firm Name:Rubin, Turnbull & Associates (fka The Rubin Group)Bank Name:IBERIABANK, Lafayette, LARouting No.:265270413Construction2052000077	
	Account No.: 0052006077	

	Total	\$5,000.00
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TAB 9

RESOLUTION NO. 817

A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA APPROVING AND **RATIFYING THE PROPOSAL FROM NEXT LEVEL** SYSTEMS, INC. FOR NEW **INFORMATION** TECHNOLOGY **SERVER**; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

WHEREAS, the Village's information technology system operates from a dedicated server; and

WHEREAS, the existing server no longer operates at its designed capacity and is non-functional; and

WHEREAS, the existing server must be replaced in order to avoid a breakdown of essential services including the Public Safety Department systems; and

WHEREAS, the Village's technology consultant has recommended certain replacement equipment listed on the Proposal/Invoice from Next Level Systems, Inc. ("Next Level") attached hereto as Exhibit "A" (the "Proposal"); and

WHEREAS, the Village wishes to have Next Level provide and install the new equipment.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA:

Section 1. <u>Recitals Adopted.</u> Each of the recitals stated above is hereby adopted and confirmed.

Section 2. <u>Approval and Ratification</u>. The Village Council hereby approves and ratifies the Proposal from Next Level for a new information technology server.

<u>Section 4.</u> <u>Implementation.</u> The Village Manager is hereby authorized to take all action necessary to implement this Resolution.

<u>Section 5.</u> <u>Effective Date.</u> This Resolution shall be effective immediately upon its adoption by the Village Council.

PASSED AND ADOPTED this _____ day of April 2021.

APPROVED:

BERNARD KLEPACH, MAYOR

ATTEST:

MARILANE LIMA, VILLAGE CLERK, CMC

Approved as to form and legal sufficiency:

VILLAGE ATTORNEY

Exhibit A

Invoice



Next Level Systems

PO Box 650524 Miami FL,33265 PH: 305.800.Next(6398)

Date	12/24/2020		
Invoice #	3473		
Terms	Net 30		
Due Date	1/23/2021		

Bill To Indian Creek Village 9080 Bay Drive Indian Creek Village, FL 33154

Item		Description		Qty	Rate	Amount
Hardware	Indian Creek Village: Octopus Server Dell R540 Rack Server •3.5 Chassis with up to 8 Hot Plug Hard Drives •(2x) Intel Xeon Gold 5218 2.3G, 16C/32T, 10.4GT/s, 22M Cache, Turbo, HT (125W) Processors •(6x) 32GB RAM, Total of 192GB •(4x) 1.92TB SSD SATA Read Intensive Drives •(1x) Broadcom 5720 Dual Port 1GbE On-Board LOM + (1x) Broadcom 57412 Dual Port 10GbE SFP+ •ReadyRails Sliding Rails With Cable Management Arm •Dual, Hot-Plug, Redundant Power Supply (1+1), 750W •Trusted Platform Module 2. •DVD +/-RW, SATA, •LCD Bezel •(2x) Windows Server 2019 Standard, 16CORE Licenses •(5x) Windows Server 2019 Standard, OEM, Including 5			1	17,883.00	17,883.00
Hardware	Device CALs •5 year ProSupport with Next Business Day Onsite Service Warranty NETGEAR 52-Port Gigabit/10G Stackable Smart Managed Pro PoE Switch (GS752TXP) - with 48 x PoE+ @ 390W, 2 x 10G Copper and 2 x 10G SFP+, Desktop/Rackmount, and ProSAFE Lifetime Protection		1	1,389.99	1,389.99T	
Service	Prep and prog	ramming		16	100.00	1,600.00
		Sales Tax (0.0%)	\$0.00	Tota	I	\$20,872.99
				Payr	nents/Credit	s \$0.00
				Bala	nce Due	\$20,872.99

TAB 10

RESOLUTION NO. 819

A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE. FLORIDA APPROVING AND RATIFYING Α PROPOSAL FROM LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC. ("LANGAN") FOR ENVIRONMENTAL TESTING SERVICES; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

WHEREAS, Indian Creek Village (the "Village") has filed an application with Miami-Dade County (the "County") for a Class II Environmental Permit for the Roadway Redevelopment Project; and

WHEREAS, the County has requested certain environmental testing in order to process the application; and

WHEREAS, Langan is a qualified firm with experience performing environmental testing within the Village; and

WHEREAS, the Village Council wishes to engage Langan to assist the Village with the application and perform the services outlined in the Proposal attached hereto as Exhibit "A" to this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA:

Section 1. <u>Recitals Adopted.</u> Each of the recitals stated above is hereby adopted and confirmed.

Section 2. Approval and Ratification. The Village Council hereby approves and ratifies the attached Proposal from Langan.

<u>Section 4.</u> <u>Implementation.</u> The Village Manager is hereby authorized to take all action necessary to implement this Resolution and to enter into any additional work orders necessary for the completion of the work.

<u>Section 5.</u> <u>Effective Date.</u> This Resolution shall be effective immediately upon its adoption by the Village Council.

PASSED AND ADOPTED this _____ day of April 2021.

APPROVED:

BERNARD KLEPACH, MAYOR

ATTEST:

MARILANE LIMA, VILLAGE CLERK, CMC

Approved as to form and legal sufficiency:

VILLAGE ATTORNEY

Exhibit A



Technical Excellence Practical Experience Client Responsiveness

18 January 2021 Via Email to: sean.compel@stantec.com

Indian Creek Country Club, Inc. 55 Indian Creek Island Road Indian Creek Village, Florida

c/o Sean Compel Stantec 901 Ponce de Leon Boulevard, Suite 900 Coral Gables Florida

Re: Proposal for a Soil and Groundwater Assessment Sampling Plan 55 Indian Creek Island Road Indian Creek Village, Florida Langan Project No.: 300150802

Dear Mr. Compel:

Langan Engineering & Environmental Services, Inc. has prepared the following scope of services for Indian Creek Country Club, Inc. (client) to prepare a Soil and Groundwater Assessment Plan in support of regulatory approval of Roadway Redevelopment Plan (for Class II Permit), dated 22 December 2020, for the Indian Creek Village at 55 Indian Creek Island Road in Miami-Dade County, Florida ("the project" or "property"). We understand that the client is requesting the assessment to address comments from the Miami-Dade County Department of Regulatory and Economic Resources' Division of Environmental Resource Management (DERM).

PROPERTY DESCRIPTION

According to the Miami-Dade County Property Appraiser, the property is comprised of one contiguous parcel of land identified by Folio #21-2234-002-0400. The property consists of the Indian Creek Island Road right-of-way and is improved with asphalt pavement and utilities.

Stantec prepared and submitted the Roadway Redevelopment Plan (for Class II Permit), dated 22 December 2020, to DERM. The plans describe the removal of existing asphalt pavement and underlying limerock base along the approximately 8,000 linear feet of the Indian Creek Island Road right-of-way. As part of the planned construction, approximately 7,662 linear feet of exfiltration trench is proposed along the road. DERM reviewed the plans and in correspondence, dated 13 January 2021, DERM issued comments and required a soil and groundwater assessment.

SCOPE OF SERVICES

The objective of the following scope of services is to respond to DERM's 13 January 2021 correspondence. For this project we propose the following task:

Task 1 - Prepare and Submit Sampling Plan to DERM

DERM cited a sample frequency of one well for every 100 feet of proposed exfiltration trench, and this would correlate to about 76 wells. Upon review of the Roadway Redevelopment Plan (for Class II Permit), dated 22 December 2020, Langan believes that DERM will accept an assessment plan that proposes one well for every 200 feet of proposed exfiltration trench totaling

15150 NW 79th Court, Suite 200 Miami Lakes, FL 33016 T: 786.264.7200 F: 786.264.7201 www.langan.com

New Jersey • New York • Connecticut • Pennsylvania • Washington, DC • Virginia • West Virginia • Ohio • Florida • Texas • Arizona • California Abu Dhabi • Athens • Doha • Dubai • Istanbul • London • Panama
38 wells, which is half of the wells that would be required by DERM. However, at your request, we can propose a reduced number of wells as a starting point for discussions with DERM. To provide further assurances to DERM that a reduced frequency is appropriate, Langan will review regulatory files on any nearby contaminated sites, including the adjoining golf course, and also aerial photographs that show the reduced the sample frequency is justified. Langan will submit our sampling plan in an email to DERM that includes our review analysis, a description of the investigation methodology and a figure showing the proposed sample locations. Once DERM approves the plan we will prepare a proposal with additional tasks to implement the work plan.

FEE

We propose to complete the scope of services for lump sum fee of \$2,500.

Additional services, meetings, or requests for additional information will be invoiced on a timeand-materials basis according to our Schedule of Fees and General Terms and Conditions. We will submit one electronic PDF of the report. Additional fees will apply if actual conditions differ from those discussed herein.

SCHEDULE

We will begin immediately upon authorization and complete the proposed sampling plan and DERM response within two weeks of authorization.

LIMITATIONS

Langan's services will be provided according to generally accepted environmental science, geosciences, and engineering practices at the time the services are performed. No expressed or implied representation or warranty is included or intended in our reports, except that our services will be performed within the limits prescribed by the client and with customary thoroughness and competence of our profession.

CLOSING

Thank you for the opportunity to work with you on this project. If this proposal is acceptable, please sign and return a copy for our files. Please call us with any questions.

Sincerely,

Langan Engineering & Environmental Services, Inc.

Roger Simon Project Geologist

Principal/Vice President

Enclosures: Schedule of Fees and General Terms and Conditions

FL Certificate of Authorization No. 6601

\\langan.com\data\MIA\data8\300150802\Management\Proposals\Sampling Plan Proposal\2021-01 Drainage Evalaution ICCC Plan Only.docx



AUTHORIZATION

Receipt of this proposal, including the General Terms and Conditions attached hereto, is hereby acknowledged and all of the terms and conditions contained therein are accepted.

PURSUANT TO SECTION 558.0035 OF THE FLORIDA STATUTES, NO INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY BE HELD INDIVIDUALLY LIABLE FOR ANY CLAIMS OF NEGLIGENCE OR ALLEGED NEGLIGENCE ARISING UNDER THIS AGREEMENT.

Indian Creek Country Club, Inc. 55 Indian Creek Island Road Indian Creek Village, Florida

and

c/o Sean Compel Stantec 901 Ponce de Leon Boulevard, Suite 900 Coral Gables Florida

 RE: Langan Engineering and Environmental Services, Inc.
18 January 2021 Proposal for a Soil and Groundwater Assessment Sampling Plan
55 Indian Creek Island Road Indian Creek Village, Florida Langan Project No.: 300150802

Company: Indian Creek Village	("Client")
By/Title: Village Manager	
(Authorized representative)	
Signature: Camp N Jam	
Date: <u>1/27/2021</u>	

LANGAN

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CLIENT AND BILLING INFORMATION FOR NEW PROJECTS

Is a Certificate of Insurance of Liability Insurance required for this project? Yes ✓ No ______
What entity should be listed as the Certificate Holder?

Name:	Indian Creek Village
Address:	9080 Bay Drive, Indian Creek Village, FL 33154

What entity or entities should be listed as Additional Insured?

Name:	_N/A
Address:	

2. What entity name and postal address should we use on invoices?

Name:	Indian Creek Village
Address:	9080 Bay Drive, Indian Creek Village, FL 33154

3. To whom (person's name) should we address the invoice, and can you please provide that person's contact information?

Name:	Jennifer Medina		
Email address	jmedina@icvps.org / Cc mlima@icvps.org		
Office Phone No.:	305-865-4121		
Cell Phone No.:	305-989-8560		

- 4. Do you want the invoices sent via email or regular mail? <u>email</u>
- 5. Who can we call in your accounting department to follow-up on payment?

Name:	Marilane Lima / Lorelei Rivera	_
Email address:	mlima@icvps.org / cc lrivera@icvps.o	org
Office Phone No.:	305-865-4121	
By what day of the m	onth do you want to receive our invoices?	N/A
Do you have any spec	ial requirements for receiving invoices?	

No

6.

7.

Thank you for your response.

SCHEDULE OF FEES AND CONDITIONS Effective 1 Jan 2020

BILLING CATEGORY	HOURLY
	BILLING RATE
Technician – Level I	96
Technician – Level II	106
Technician – Level III	112
Staff Personnel – Level I	123
Staff Personnel Level II	131
Staff Personnel- Level III	136
Senior Staff Personnel - Level I	157
Senior Staff Personnel - Level II	163
Senior Staff Personnel – Level III	172
Project Personnel – Level I	206
Project Personnel – Level II	217
Project Personnel – Level III	229
Senior Project Personnel – Level I	251
Senior Project Personnel – Level II	269
Associate/Senior Project Personnel – Level III	292
Senior Associate	314
Principal	348
Senior Principal	362

- Managing Principals and Senior Consultants are billed at \$380/Hour

 At any level, personnel may be engineers, geologists, hydrogeologists, landscape architects, regulatory specialists, scientists, planners, toxicologists, wetland specialists, etc.

- Litigation related services, including expert testimony, court appearances, depositions, etc. are billed at 1.5 times the above rates. The services will be billed at a minimum of 4 hours for up to one half day and a minimum of 8 hours for services over 4 hours.

- Langan reserves the right to make adjustments for individuals within these classifications as may be necessary by reason of promotion, and to increase our hourly billing rates due to annual salary increases.

COMPUTER SERVICES

Our in-house computer usage is billed on a time used basis at the following rates: CADD, GIS and Terrain Modeling Programs

Engineering Programs/Digitizing

SURVEYING SERVICES

See survey-specific Schedule of Fees and Conditions

SUBCONTRACTOR/SUBCONSULTANT COSTS

All subcontracted services including lab tests and analyses, borings, test pits, report reproduction, outside computer services, surveying, etc., will be billed at cost plus 15%.

REIMBURSABLE EXPENSES

IN-HOUSE LABORATORY TESTS

Laboratory testing will be billed at unit rates depending on the type of test. A schedule of unit prices for standard laboratory tests will be furnished upon request. Engineering soil and/or rock samples will be stored for 90 days without charge and will be discarded, or returned to the client, unless otherwise requested by the client. Sample storage past 90 days will be billed at \$10.00 per box per month.

HEALTH AND SAFETY AND OTHER SPECIAL FIELD EQUIPMENT

Special equipment such as nuclear densitometers, seismographs, load test equipment, surveying equipment, disposable protective equipment, and respirator cartridges will be billed on a daily rate. PID's and similar safety and/or monitoring equipment will be billed on daily, weekly or monthly rates. A rate schedule will be provided upon request.

OTHER EXPENSES

All expenses incurred for special supplies, plan reproduction, long distance communications, travel and subsistence and other project related expenses will be billed at cost plus 10%. Car mileage is billed at current IRS rates. Sampling vans/Field Vehicles are billed at daily rate of \$185.

PREVAILING WAGE

If applicable, prevailing wage premium will be added to the rates stated above.

TERMS

Invoices are payable within 30 days. Service charge of 1.5% /mo. will be imposed on all bills not paid w/in 30 days. If a bill remains unpaid after 60 days, we will discontinue our work until payments are received to bring your account current. We reserve the right to terminate an account without notice for non-payment.



Rate per Hour

\$30.00

\$25.00

GENERAL TERMS AND CONDITIONS

These Terms and Conditions shall apply to services provided by Langan Engineering, Environmental, Surveying, Landscape Architecture and Geology, D.P.C.; or Langan Engineering and Environmental Services, Inc.; or Langan CT, Inc.; or Langan MI, Inc.; or Langan International, LLC (each individually, a "LANGAN ENTITY"); and together with the proposal to which these Terms and Conditions are attached (hereinafter, the "Proposal"), shall constitute the "Agreement." For purposes of this Agreement, the LANGAN ENTITY specifically identified in the Proposal shall be referred to as "LANGAN" and the entity signing the Proposal shall be referred to as "CLIENT."

A. SCOPE OF SERVICES AND ADDITIONAL SERVICES

A SCOFE OF SERVICES AND ADDITIONAL SERVICES LANGAN will provide those services specifically identified in the Proposal (hereinafter, the "Services"). All Services, regardless of the commencement date, will be covered by these Terms and Conditions. All services not specifically identified in the Proposal are excluded; provided, however, that if requested by the CLIENT and agreed to by LANGAN in writing, LANGAN will perform such additional services ("Additional Services") subject to these Terms and Conditions. Unless otherwise agreed in writing, the CLIENT shall pay LANGAN for the performance of any Additional Services on a time-and-materials basis based upon LANGAN's then-current hourly rates. For avoidance of doubt, email will constitute written notice.

B. STANDARD OF CARE

LANGAN's services will be performed in accordance with this Agreement and in a manner consistent with the generally accepted standard of care and skill ordinarily exercised by professionals performing similar services under similar circumstances at the place and time the services are being performed (the "Standard of Care"). LANGAN will exercise reasonable professional care in its efforts to comply with codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement. The CLIENT agrees that no other representation, warranty or guarantee, expressed or implied, is provided by LANGAN or is presumed given by LANGAN under this Agreement or in any report, opinion, or any other document prepared by LANGAN or otherwise.

C. CLIENT RESPONSIBILITIES

C. CLIENT RESPONSIBILITIES In addition to other responsibilities described herein, the CLIENT shall: (i) provide all information and criteria as to the CLIENT's requirements, objectives, and expectations for the project, including all numerical criteria that are to be met and all standards of development, design, or construction and all other information reasonably necessary for completion of the Services, prior to the commencement of the Services; (ii) provide prompt, complete disclosure of known or potential hazardous conditions or health and safety risks; (iii) provide to LANGAN all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in LANGAN's opinion for completion of the Services; (iv) review all documents or oral reports presented by LANGAN and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services; (v) furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of LANGAN's Services; (vi) give prompt written notice to LANGAN whenever the CLIENT becomes aware of any development that affects the scope and timing of LANGAN's Services or any defect or noncompliance in any aspect of the project; and (vii) bear all costs incident to the responsibilities of the CLIENT. LANGAN will have the right to reasonable reliance upon the accuracy and completeness of all information furnished by the CLIENT.

D. INVOICING AND SERVICE CHARGES

LANGAN will submit monthly invoices to the CLIENT and a final bill upon completion of Services. The CLIENT shall notify LANGAN within two weeks of receipt of invoice of any dispute with the invoice. The CLIENT and LANGAN will promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of invoice by the CLIENT and is past-due thirty (30) days from the date of the invoice. Any unpaid balances shall accrue late charges of 1.5% per month, or the highest rate allowed by law, whichever is lower, and the CLIENT agrees to pay all fees and expenses incurred by LANGAN in any collection action.

In the event of a suspension of services or termination of the Agreement by LANGAN in accordance with Section Q of these General Terms and Conditions, LANGAN will have no liability for any delay or damage of any kind actually or allegedly caused by such suspension of services or termination. CLIENT shall not withhold amounts from LANGAN'S compensation to impose a penalty or damages on LANGAN, or to offset sums requested by or paid to contractors for the cost of changes in their work unless LANGAN agrees or has been found liable for the amounts.

The CLIENT shall notify LANGAN prior to executing this Agreement if federal, state, or local prevailing wage requirements apply. If prevailing wages apply, and Consultant was not notified by Client, Client agrees to pay LANGAN the prevailing wage for new invoiced amounts, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations for failing to pay prevailing wages, including the payment of any fines or penalties.

E. RIGHT OF ENTRY

The CLIENT shall provide for safe right of entry in order for LANGAN to perform its Services. While LANGAN will take all reasonable precautions to minimize any damage to the property, the CLIENT acknowledges and agrees that in the normal course of work some damage may occur, the correction of which is not part of this Agreement unless specifically provided in the proposal.

F. JOBSITE SAFETY AND CONTROL OF WORK

LANGAN will take reasonable precautions to safeguard its own employees and those for whom LANGAN is legally responsible. Unless expressly agreed to in writing by LANGAN under separate contract, LANGAN will have no responsibility for the safety program at the Project or the safety of any entity or person other than LANGAN and its employees. Neither the professional activities of LANGAN nor the presence of LANGAN's employees and subcontractors at the Project site will be construed to confer upon LANGAN any responsibility for any activities on site performed by personnel other than LANGAN's employees and subcontractors. The CLIENT agrees that LANGAN will have no power, authority, right or obligation to supervise, direct, stop the work of or control the activities of any other contractors or subcontractors or construction manager, their agents, servants or employees.

G. EXISTING CONDITIONS AND SUBSURFACE RISKS

Special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program implemented in accordance with a professional Standard of Care may fail to detect certain conditions. The environmental, geologic, geotechnical, geochemical, and hydrogeologic conditions that LANGAN interprets to exist between sampling points will differ from those that actually exist. The CLIENT recognizes that actual conditions will vary from those encountered at the locations where borings, sampling, surveys, observations or explorations are made by LANGAN or its subcontractors and that the data, interpretation, and recommendations of LANGAN are based solely on the information available to it. Furthermore, the CLIENT recognizes that passage of time, natural occurrences, and/or direct or indirect human intervention at or near the site may substantially alter discovered conditions. LANGAN shall not be responsible for interpretations by others of the information it develops or provides to the CLIENT.

LANGAN will take reasonable precautions to avoid damage or injury to subterranean structures or utilities in the performance of its services. The CLIENT agrees to defend, indemnify, and hold LANGAN harmless for any damage to subterranean structures or utilities and for any impact this damage may cause where the subterranean structures or utilities are not called to LANGAN's attention or are not correctly shown on the plans furnished by CLIENT or third parties.



H. HAZARDOUS MATERIALS

Unless otherwise expressly agreed to in writing, the parties acknowledge that LANGAN'S scope of services does not include any services related to a hazardous environmental condition (such as asbestos, PCBs, petroleum, mold, waste, radioactive materials or any other hazardous substance). The discovery of any such condition shall be considered a changed condition and LANGAN may suspend its services until the CLIENT has resolved the condition.

INDEMNIFICATION

L INDEMNIFICATION Subject to the provisions of Section J of these General Terms and Conditions, LANGAN agrees to indemnify, hold harmless and, except for professional liability claims, defend the CLIENT and CLIENT's parent companies, subsidiaries, affiliates, partners, officers, directors, shareholders, and employees for any and all damage obligations, liabilities, judgments, and losses for personal injury and/or property damage including reasonable attorney's fees and other expenses and disbursements, asserted by any third parties to the extent determined to have been caused by the negligent acts, errors or omissions or willful misconduct of LANGAN in the performance of its services under this Agreement. LANGAN will not be responsible for any loss, damage, or liability arising from any acts by the CLIENT or any of its agents, employees, staff, or other consultants, subconsultants, contractors or subcontractors. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations. statute of limitations.

To the fullest extent permitted by law, the CLIENT agrees to indemnify and hold harmless LANGAN and LANGAN's parent companies, subsidiaries, affiliates, partners, officers, directors, shareholders, and employees for any and all, damage obligations, liabilities, judgments and losses, including reasonable attorneys' fees and all other expenses and disbursements, to which LANGAN may be subject, arising from or relating to (i) any unknown site condition or subterranean structures of which LANGAN does not have actual knowledge; (ii) any errors, omissions or inconsistencies in any data documents, records or information provided by the CLIENT on which LANGAN reasonably relied; (iii) any breach of contract, tort, error, omission, wrong, fault, or failure to comply with law by the CLIENT or third party over whom LANGAN has no control; (iv) the transport, treatment, removal or disposal of all Samples; and (v) the CLIENT's unauthorized use or copyright violation of plans, reports, documents and related materials prepared by LANGAN.

In connection with any construction project, CLIENT agrees to insert the following wording into any General Contract, Construction Management Agreement, or foundation contractor's contract: "To the extent permitted by law, and to the extent not proven to be caused in whole or in part by an indemnitee's own negligence, the contractor and its subcontractors of any tier shall indemnify, defend, save and hold harmless the CLIENT and LANGAN from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever (including reasonable attorneys' fees and litigation costs) which arise out of or are connected with or are claimed to arise out of or claimed to be connected with the design (to the extent the design is based on calculations, plans and drawings by connected with of are claimed to arise out of of claimed to be connected with the design (to the extent the design is based on calculations, plans and drawings by contractor or anyone acting by, through or under contractor for which contractor is responsible) and performance of work by the contractor, or any act or omission of the contractor. Without limiting the generality of the foregoing, such defense and indemnity shall include all liability, damages, loss, claims, demands and actions on account of personal injury, death, property damage or any other economic loss to any indemnitee, any of indemnitees' employees, agents, contractors or subcontractors, licensees or invitees, or sustained by any other persons or entities, whether based upon, or claimed to be based upon, statutory (including, without limiting the generality of the foregoing, workers' compensation), contractual, tort or other liability of any indemnitee, contractor, subcontractor or any other persons.

In connection with any damages, loss, suit, claim or proceeding arising from or otherwise related to the execution of excavation, support of excavation, foundations, or underpinning activities, CLIENT agrees to use all reasonable efforts to seek defense and indemnification from the Contractor and Subcontractor responsible for the work, and, to the extent the CLIENT is entitled to be or is otherwise indemnified by contractors/subcontractors, CLIENT shall not seek indemnification from LANGAN.

In the event any part of this indemnification is determined to be void as a matter of law, then the clause shall automatically be reformed to be consistent with the law and apply the parties' intent to the maximum extent permissible by law.

J. LIMITATION OF LIABILITY

J. LIMITATION OF LIABILITY To the fullest extent permitted by law, the total liability, in the aggregate, of LANGAN and its officers, directors, partners, employees, agents, and subconsultants, to CLIENT, and anyone claiming by, through, or under CLIENT, and to any third parties granted reliance by LANGAN per Section O, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Agreement, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall not exceed an aggregate amount equal to the total compensation received by LANGAN or \$100,000, whichever is greater. The CLIENT may negotiate a higher limitation of liability for an additional fee, which is necessary to compensate for the greater risk assumed by LANGAN.

To the extent damages are covered by property insurance, LANGAN and the CLIENT waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. LANGAN and the CLIENT, as appropriate, shall require of the contractors, subcontractors, consultants, subconsultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

K. WAIVER OF CONSEQUENTIAL DAMAGES LANGAN and the CLIENT waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to the services provided by LANGAN regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory. This mutual waiver shall survive termination or completion of this Agreement.

L. INSURANCE

LANGAN agrees to maintain workers' compensation insurance as required by law and general liability, automobile and professional liability insurance with minimum limits of \$1,000,000. Certificates of insurance will be issued to the CLIENT upon written request.

The CLIENT agrees that it will require the construction manager, general contractor and, the contractor(s) responsible for performing the work reflected by or relating to LANGAN's services on the Project, to name LANGAN as an additional insured on its Commercial General Liability and Excess/Umbrella insurance policies inclusive of operations, completed operations, and products liability coverage provisions. Such additional insured coverage shall be provided by endorsement CG 20 32 04 13 (for ongoing operations) and endorsement CG 20 37 04 13 (for completed operations).

To the fullest extent permitted by law, Client hereby waives all rights of recovery under subrogation against LANGAN and its consultants.

M. FORCE MAJEURE

LANGAN will not be responsible or liable for any delays in performance or failure of performance related to any force majeure event, including but not limited to fire, flood, explosion, the elements, or other catastrophe, unforeseen existing or subsurface conditions, acts of God, war, riot, civil disturbances, terrorist act, strike, lock-out, refusal of employees to work, labor disputes, inability to obtain materials or services, or delays caused by the CLIENT, its agents, contractors, subcontractors, consultants, subconsultants or employees, or any governmental regulation or agency, or for any other cause beyond the reasonable control of LANGAN.





N. OPINION OF COST

Consistent with the Standard of Care in Section B of these General Terms and Conditions, any opinions rendered by LANGAN as to costs, including, but not limited to, opinions as to the costs of construction, remediation and materials, shall be made on the basis of its experience and shall represent its judgment as an experienced and qualified professional familiar with the industry. LANGAN cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost. LANGAN's services required to bring costs within any limitation established by the CLIENT will be paid for as Additional Services.

O. PROJECT DELIVERABLES

O. PROJECT DELIVERABLES All reports, opinions, notes, drawings, specifications, data, calculations, and other documents prepared by LANGAN and all electronic media prepared by LANGAN are considered its project Deliverables to which LANGAN retains all rights. The CLIENT acknowledges that electronic media are susceptible to unauthorized modification, deterioration, and incompatibility; and therefore, the CLIENT cannot rely upon the electronic media version of LANGAN's Deliverables. All Deliverables provided by LANGAN to the CLIENT as part of the Services are provided for the sole and exclusive use of the CLIENT with respect to the Project. Reliance upon or reuse of the Deliverables by third parties without LANGAN's prior written authorization is strictly prohibited; provided, however, that LANGAN, in its sole discretion, may agree to grant reliance to a single relying party subject to (i) the payment by Client of a reliance fee equal to 10 percent (10%) of the amount paid by Client for the Deliverables upon which reliance is to be granted, and (ii) acceptance by the relying party of Langan's standard reliance letter (a copy of which will be provided to Client and relying party upon request).

If the CLIENT distributes, reuses, or modifies LANGAN's Deliverables without the prior written authorization of LANGAN, or uses LANGAN's Deliverables to complete the project without LANGAN'S participation, the CLIENT agrees, to the fullest extent permitted by law, to release LANGAN, its officers, directors, employees and subconsultants from all claims and causes of action arising from such distribution, modification or use, and shall indemnify and hold LANGAN harmless from all costs and expenses, including the cost of defense, related to claims and causes of action arising therefrom or related thereto.

LANGAN will not sign any documents that certify the existence of conditions whose existence LANGAN cannot ascertain, or execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

P. CONFLICTS OF INTEREST

LANGAN provides engineering and other services on behalf of many companies and individuals; thus, during the time LANGAN is providing services to CLIENT it may also provide engineering and other services, unrelated to the services LANGAN is providing to CLIENT, to other present or future clients of LANGAN with interests adverse to CLIENT'S interests. CLIENT agrees that LANGAN'S services to CLIENT will not disqualify LANGAN from providing services to other clients in matters that are unrelated to the services LANGAN is providing to CLIENT, and CLIENT hereby waives any conflict of interest with respect to those services. LANGAN agrees not to use or disclose any proprietary or other confidential information of a nonpublic nature concerning CLIENT, which is acquired by LANGAN as a result of its service to CLIENT, in connection with any other matter, unless required to do so by law.

Q. TERMINATION

Q. TERMINATION Except as otherwise provided in this Agreement, this Agreement may be terminated by either party upon not less than seven (7) calendar days' written notice should the other party fail substantially to perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating the termination. If the defaulting party fails to cure its default within the seven (7) calendar day notice period or fails to commence action to cure its default if the cure cannot reasonably be completed within the seven (7) days, the non-defaulting party may terminate the Agreement. Failure of the CLIENT to make payments to LANGAN in accordance with this Agreement shall be considered substantial non-performance and grounds for termination or suspension of services at LANGAN's option after such seven (7) day notice period or anytime thereafter. In the event of termination, LANGAN will be compensated for all services performed and reimbursable expenses incurred prior to such termination and all termination expenses.

R. DISPOSAL OF SAMPLES

All samples, contaminated or otherwise ("Samples"), collected by LANGAN while performing services under this agreement remain the property and responsibility of the CLIENT. LANGAN may dispose of Samples in its possession after ninety (90) calendar days from the date the samples are taken unless otherwise required by law or other arrangements are mutually agreed to in writing by the parties. At all times, any and all rights, title and responsibility for Samples shall remain with the CLIENT. Under no circumstances shall these rights, title and responsibility be transferred to LANGAN, and nothing contained in this Agreement shall be construed as requiring LANGAN to assume the status of an owner, operator, generator, storer, transporter or person who arranges for disposal, under any federal or state law or regulation.

S. RIGHT TO REFERENCE PROJECT

The CLIENT agrees that LANGAN has the authority to use its name as the CLIENT and a general description of the Project as a reference for other prospective clients.

T. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto and their respective successors and assigns. Neither party may assign or transfer this Agreement without the prior written consent of the other party. The parties agree that this Agreement is not intended to give any benefits, rights, actions or remedies to any person or entity not a party to this Agreement, as a third-party beneficiary or otherwise under any theory of law.

U. DISPUTE RESOLUTION

LANGAN and the CLIENT agree that any disputes arising under this Agreement and the performance thereof shall be subject to non-binding mediation as a prerequisite to further legal proceedings, which proceeding must be brought in a court of competent jurisdiction in the state in which the office of LANGAN that issued the Proposal is located. LANGAN and CLIENT waive any right to a trial by jury.

All actions by CLIENT against LANGAN, and by LANGAN against CLIENT whether for breach of contract, tort or otherwise, shall be brought within the period specified by applicable law, but in no event more than five (5) years following substantial completion of LANGAN'S services. CLIENT and LANGAN unconditionally and irrevocably waive all claims and causes of action not commenced in accordance with this paragraph.

If the CLIENT asserts a claim against LANGAN relating to allegations of professional negligence in performance of LANGAN'S services under this Agreement, LANGAN will be entitled to reimbursement of any costs incurred by LANGAN in the defense of the professional negligence claim, including any expenses incurred as part of LANGAN'S professional liability insurance deductible, to the extent LANGAN is successful in its negligence defense.

V. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state in which the office of LANGAN that issued the Proposal is located.

W. ENTIRE AGREEMENT

This Agreement (consisting of these General Terms and Conditions, the accompanying Proposal and LANGAN's Fee Schedule, if applicable) constitutes the entire agreement between the parties, supersede any and all prior agreements or representations of the parties to this agreement and conflicting terms on documents created by the CLIENT, and may not be modified, amended, or varied except by a document in writing signed by the parties hereto.



TAB 11

RESOLUTION NO. 820

A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA APPROVING AND RATIFYING A PROPOSAL FROM M&O BOBCAT, LLC ("M&O") FOR SEAWALL REPAIRS; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

WHEREAS, the Village has commenced work on its Perimeter Security Project which includes the installation of equipment at various locations on seawalls surrounding the Island; and

WHEREAS, one of the locations requires repairs to the seawall to provide adequate support for the installation of certain equipment; and

WHEREAS, the Village has solicited a proposal from M&O to perform the restorative work, a copy of which is attached as Exhibit "A" to this Resolution (the "Proposal"); and

WHEREAS, the Village wishes to approve the Proposal and work described therein.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA:

Section 1. Recitals Adopted. Each of the recitals stated above is hereby adopted and confirmed.

Section 2. Approval and Ratification. The Village Council hereby approves and ratifies the proposal from M&O for seawall repairs.

Section 4. Implementation. The Village Manager is hereby authorized to take all action necessary to implement this Resolution.

<u>Section 5.</u> <u>Effective Date.</u> This Resolution shall be effective immediately upon its adoption by the Village Council.

PASSED AND ADOPTED this _____ day of April 2021.

APPROVED:

BERNARD KLEPACH, MAYOR

ATTEST:

MARILANE LIMA, VILLAGE CLERK, CMC

Approved as to form and legal sufficiency:

VILLAGE ATTORNEY

Exhibit A



1101 Atkinson Avenue. Fort Lauderdale. Fl. 33312 Ph: 786-886-9361

Invoice X Proposal					
Date	Date No.				
3/24/2021	1				

Name / Address
HPF ASSOCIATES
Indian Creek, FL United States

Ph: (305) 773-6255

				Project
ITEM	DESCRIPTION	Qty	Cost	Total
1	Extend Seawall 4' with rebar	1	\$4,800.00	\$4,800.00
	Concrete/ Pour/ Finish			
		ę	Subtotal	\$4,800.00
PRINT NAME ONLY:			Sales Tax	
SIGNATURE:				
			TOTAL	\$4,800.00

TAB 12

RESOLUTION NO. 823

A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA APPROVING THE ENGAGEMENT OF SCS ENGINEERS, INC. TO PROVIDE FINANCIAL ANALYSIS AND CONSULTING SERVICES FOR THE VILLAGE'S ROADWAY REDEVELOPMENT PROJECT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

WHEREAS, the Village has commenced its Roadway Redevelopment Project (the "Project"); and

WHEREAS, the cost of the Project will require third party bond financing with various sources of revenue; and

WHEREAS, the Village wishes to engage professional advisors to assist in evaluating the financial borrowing needs and financial analysis to support the Project's financing; and

WHEREAS, SCS Engineers ("SCS") has a particular expertise in the study, evaluation and support documentation for municipal capital improvement projects similar to the Project; and

WHEREAS, the Village wishes to engage SCS under the terms of the proposal attached hereto as Exhibit "A" (the "Proposal").

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA:

Section 1. <u>Recitals Adopted.</u> Each of the recitals stated above is hereby adopted and confirmed.

Section 2. <u>Approval of Proposal.</u> The Village Council hereby approves and ratifies the attached Proposal.

<u>Section 4.</u> <u>Implementation</u>. The Village Manager is hereby authorized to take all action necessary to implement the Proposal and this Resolution.

<u>Section 5.</u> <u>Effective Date.</u> This Resolution shall be effective immediately upon its adoption by the Village Council.

PASSED AND ADOPTED this _____ day of April 2021.

APPROVED:

BERNARD KLEPACH, MAYOR

ATTEST:

MARILANE LIMA, VILLAGE CLERK, CMC

Approved as to form and legal sufficiency:

VILLAGE ATTORNEY

Exhibit A

SCS ENGINEERS

April 22, 2021

Ms. Jennifer Medina Indian Creek Village, Village Manager 9080 Bay Drive Indian Creek Village, FL 33154

Subject: Road Capital Special Assessment and Stormwater Rate Study Proposal

Dear Ms. Medina,

Indian Creek Village (Village) has requested the cost to perform a Road Capital Special Assessment and Stormwater Rate Study. SCS Engineers (SCS) is pleased to present our proposed scope of services and cost estimate.

YOUR BACKGROUND

The Village, which is largely situated on a man-made barrier island along Biscayne Bay, has a total land area of approximately 294 acres. Connected by a bridge over Indian Creek waterway, the island contains 41 platted waterfront residential home sites. The balance of the



island is occupied by the Indian Creek Country Club (ICCC), which contains a clubhouse, golf course, dockage, and other facilities. The Village Hall complex is on another parcel before the bridge to the island.

There is one road around most of the island used to access the golf course and home sites. The Village needs to complete a large capital project that will involve significant construction on this roadway, along with stormwater system improvements.

The Village feels that the stormwater portion of this project can be paid using the stormwater rates paid by the residents. The project cost for road construction can be recovered in a non-ad valorem special assessment. Further, the Village will issue a bond for the project costs that will require financial support. SCS can provide the Village with support for all of these analyses.

OUR QUALIFICATIONS

SCS will support you by offering our project team's expertise in cost apportionment and ratemaking for municipal government. Our team includes experts in municipal consulting and finance:

Vita Quinn, MBA – Project Manager

I leads SCS' Management Services team and am SCS' **National Expert on Rate Studies**. My expertise is in providing economic, financial, and management consulting services to local governments. I will be your **point of contact** and perform the majority of project work.

Ms. Jennifer Medina Indian Creek Village Page 2

Amy Dzialowski – Urban Planning and Funding Expert

Amy is SCS's **National Expert on Grants** and has nearly 20 years of urban planning and municipal program funding experience. She currently serves her community as a city councilor. In this capacity, she has supported policy decisions and budget direction across general fund departments and utility enterprise funds.

For use in this project, as required, I have also made available GIS staff and a hydrogeologist to assist in analyzing site data. Additionally, a team of financial and data analysts who specialize in consulting and ratemaking for utilities and municipal governments will support us in this effort. Our project team will help you understand your revenue requirements while developing rates and assessments that are equitable, defensible, comply with State law and statutes, and reflect your desired level of service for your residents.

OUR APPROACH

Our proposed scope of services includes the following activities:

- Kickoff meeting to discuss project costs for stormwater and road improvements, establish the project schedule and gather data, and a thorough review of the data provided;
- Financial sustainability analysis to determine the adequacy of your revenues to support your ongoing cost of operations, debt, and capital costs while meeting your financial goals;
- Road capital cost apportionment and assessment analysis
- Calculation of updated stormwater rates and proposed rate structure changes; and
- Support for bond feasibility analysis.

The scope includes a technical memorandum for the stormwater rate analysis, a technical memorandum for the road capital assessment analysis, and one virtual Council meeting or work session for each. While not defined herein, we can provide additional support for public engagement and outreach, should the Village require it.

Attachment A describes our proposed scope of services, detailed work plan, and cost estimate. We propose to complete this work for a fixed fee of \$81,725. We are submitting this proposal for your review and consideration and would like to set up a time to discuss the proposed scope of services as soon as possible. We look forward to the opportunity to serve you.

Sincerely,

Vita Quinn, MBA Director of Management Services SCS Engineers <u>vquinn@scsengineers.com</u> 386-546-7719

M. Ozialowski

Amy M. Dzialowski Planning & Funding Manager SCS Engineers adzialowski@scsengineers.com 405-264-3624

ATTACHMENT A

SCOPE OF SERVICES

WORK PLAN AND COST ESTIMATE

Our work plan below details the tasks, meetings with the Village staff and/or engineers and attorneys, and final deliverables that will be included in this study. This proposal is fixed fee and includes all of our anticipated time and expenses to complete the tasks described below. To the extent that the Village wishes to engage SCS for meetings or other services not defined herein, the cost for these meetings or hourly rates for services can be found at the end of this section under Hourly Rates.

Scope of Proposed Services

The goals of the rate study requested are for the Village to:

- **Determine the adequacy of your revenues** to cover the cost of capital projects and providing services in the Village and propose revenue enhancements that will help you meet your financial goals over a 10-year projection period,
- Develop apportionment methodology and calculate road capital assessments to be paid by benefitting properties in the Village,
- Validate or recommend a stormwater rate structure that will adequately recover the cost of providing services from the Village's customers, and
- **Provide support for a bond feasibility analysis** for the bond issuance that will fund the road/stormwater capital project,

To accomplish these goals, SCS will perform the following activities:

Project Initiation and Data Review

We will begin our study by scheduling a kickoff call with the Village to discuss key issues, near and long-term goals, and metrics that you consider most important to your financial performance. At this meeting we will also distribute our data request, discuss the items required for our analysis, and the platform we will use for data transfer. We will establish who will be involved in the process, the key members of our team and the Village, and discuss the project schedule for work sessions with Village staff and attorneys, presentation of results to the Council or other key decision makers, and preliminary and final deliverables.

Once we receive the data, we will begin to review the Village's data including items such as:

- Historical and current stormwater rates
- Account/parcel information
- Fund balances
- Historical and budgeted revenues and operating expenses

- Debt service schedules and coverage requirements
- Capital improvement plan including the road/stormwater project
- Vehicle and equipment replacement schedules
- Projected future hiring
- Village policies relevant to the analysis
- Legal and financial concerns and/or regulatory and policy restrictions

We will work with Village staff and engineers to determine the project costs attributable to road improvements and stormwater system improvements for use in the analyses. We will also review any other data provided by Village staff and remain in contact if we need clarification on the data prior to our first collaborative work session.

Financial Sustainability Analysis

10-Year Projection of Costs

We will first perform a financial sustainability analysis to determine the long-term financial sustainability of the Village, including a 10-year financial management plan and recommendations for revenue enhancements. We will consider the Village's population growth, property value increases, and new housing unit projections, and determine how this will affect the Village's revenue projections. We use your historical budgeted and actual spending as the basis for our projections.

We customize our Financial Sustainability Model to reflect your financial and operational dynamics. The model utilizes the above data, available fund balances, your hiring needs, capital and fleet replacement program, and financial policies to project your future cash flows.

During our collaborative virtual meetings, we will discuss the preliminary results of the analysis with key staff. We will share our financial model on the screen and review the data and assumptions used in the analysis. We will use the model to test multiple "what if" scenarios and test the sensitivity of your financial outcomes to changes in these variables. For example, we will test the impact of changes to the road/stormwater project costs and timing, and the associated impact on operating expenses and staffing. Further, we will evaluate funding alternatives and discuss transfers to reserves to plan for future expenditures.

10-Year Financial Management Plan

For each of the cost and capital expenditure scenarios considered in the analysis, we will test longterm financial management plans that will help you to make decisions to secure your financial sustainability. Our model is a dynamic decision-making tool that presents real-time results in a simple, graphical format. The model can also compare scenarios side-by-side to optimize the decision process.

During our collaborative meetings, we work to develop a long-term plan of financial strategies, revenue enhancements, or revenue diversification opportunities that will help you to meet your financial goals and desired level of service while minimizing the impacts to your customers.

Road Capital Assessment Analysis

Once the Financial Sustainability Analysis is complete, we will develop a non-ad valorem special assessment for the road project costs. Our analysis will consist of the following elements:

Finding of Benefit

In order to determine the assessments for each parcel, we will first review the Village's property data. We will examine the property roll to determine the parcels that will receive special benefit from this project and consider whether the same benefit is conveyed upon all parcels in the Village.

In finding special benefit, it is important to consider whether all of the properties in the assessment area derive special benefit from the improvements, even if some of the parcels are currently unimproved. We will consider the benefits received by each parcel due to road improvements, such as access to the property, and enhanced value and marketability.

Revenue Requirement

Next, we will determine the revenue requirement for the assessment. We will start by finalizing the total project costs attributable to road improvements, removing any costs attributable to stormwater system improvements that will be included in the stormwater rates. We will then consider the Village's intended funding source.

As the Village intends to borrow for this project, we will use the anticipated financing terms and annual debt service payment as identified in the Financial Sustainability Analysis. We will consider the costs of assessment implementation and administration, including fees paid to the Village's engineers, consultants, attorneys, the Miami-Dade County Property Appraiser, and the Miami-Dade County Tax Collector.

Fair and Reasonable Apportionment of Costs

The next step is to develop methodology for apportioning the revenue requirement to the benefitting parcels. The costs of the assessment must be fairly and reasonably apportioned among the properties that receive the special benefit. For each methodology considered, we will determine whether the methodology: applies to all benefitting parcels, allows for equitable apportionment of costs, and uses data available in the property rolls or other sources of information that can be readily obtained for ease of future administration.

We will meet with the Village and attorneys to discuss each of the methodologies and determine which methodology to use for cost apportionment. Next, we will calculate the total annual assessments to be paid by the benefitting parcels and create a technical memorandum describing the analysis and results. We will distribute the preliminary assessment roll and draft memorandum to the Village and attorneys for review and comment. Upon receiving comments, we will adjust our analysis and/or memorandum as required and distribute the final memorandum and a copy of the assessment roll to be delivered to the property appraiser.

We will attend a virtual meeting with Council for assessment adoption and/or to present the findings of our analysis and recommendations in a PowerPoint presentation. Prior to the public meeting, we will provide the presentation for review by Village staff.

Stormwater Rate Analysis

As part of the project cost apportionment described above, we will determine the amount of the total road/stormwater capital project costs attributable to stormwater system improvements. Additionally, we will use the results of the Financial Sustainability Analysis to identify all costs associated with provision of stormwater services in the Village.

To do this, we will bring the total revenue requirements from the Financial Sustainability Analysis into our Cost of Service Analysis model. This model examines each line of the Village's budget to define the true costs of stormwater operations, system maintenance, and provision of other stormwater services to the Village's residents and business.

As required during this process, we will work closely with Village staff on workflow cost allocations for Village employees and fleet/equipment allocations. We will use this and other information to allocate each line item in the budget to stormwater or other Village functions. These allocations will help us to establish our initial revenue requirement for stormwater rates prior to a meeting with Village staff. We will then compare the cost of providing stormwater services to the revenues generated by the Village's current rates. The outcome of this analysis determines the net revenue requirement used in updating the stormwater rates.

To begin the rate analysis, we will examine the Village's current rate or Equivalent Residential Unit (ERU) calculation. We will obtain historical stormwater billing data, analyze the property data for each parcel in the Village of Pinecrest, and obtain any additional building and structure files required for the analysis. Next, we will analyze current billed units/ERUs and consider the billing units that will be used in the rate structure update.

We will consider various methodologies and discuss alternatives with Village staff and attorneys. During a collaborative meeting with staff, we will discuss the recommended unit calculations, updated rates, and any other adjustments the Village might consider to the rate structure. As part of this meeting, we will discuss any other miscellaneous fees currently charged for stormwater services and make recommendations for any additional fees, surcharges, or cost reimbursements that the Village should consider to recover the costs of services provided.

We will create a technical memorandum describing the analysis and results. The draft memorandum will be distributed to the Village and attorneys for review and comment. Upon receiving comments, we will adjust our analysis and/or memorandum as required and distribute the final memorandum and schedule of rates/fees for the updated stormwater charges.

We will attend a virtual meeting or workshop with Council and/or key decision makers to present the findings of our analysis, screenshots of the model results, and recommendations in a PowerPoint presentation. At this meeting, the detailed models used to develop the rates will be available if Council has any questions regarding the data or assumptions used. Prior to the public meeting, we will provide the presentation for review by Village staff.

Bond Feasibility Analysis

As part of this road/stormwater capital project, the Village anticipates borrowing for most or all of the project costs. As part of the bond issuance process, the Village will require a feasibility study that details annual revenue projections over the life of the anticipated financing term.

The feasibility study often includes information such as historical data, Village demographics, potential risk factors, and sensitivity analysis. This information is included in the official statement for the bonds, delivering independent third-party support of the revenue anticipated to be available over time to repay debt service. While we understand that the multiple parties will be involved in much of this process, we will work closely with the Village staff, engineers, bond counsel, ratings agencies, or other entities as necessary to provide financial support for the bond issuance.

FEE ESTIMATE

We propose to complete this work for a fixed fee of \$81,725. To assist the Village in determining the consulting costs for the road capital assessment and stormwater rate analysis, we have broken out the total project costs for each in the table below.

Fee Estimate for Road Capital Assessment and Stormwater Rate Study				
	Road Stormwa		ormwater	
Project Initiation and Project Cost Determination	\$	2,700	\$	2,700
Financial Sustainability Analysis	\$	4,413	\$	4,413
Road Capital Assessment Analysis	\$	22,350	\$	-
Stormwater Rate Analysis	\$	-	\$	31,875
Bond Feasibility Analysis	\$	6,638	\$	6,638
Total Project Costs	\$	36,100	\$	45,625

Eas Estimate for Poad Capital Assessment and Stormwater Pate Study

HOURLY RATES

To the extent that the Village requires additional hourly services, they can be provided at the rates shown below. Alternatively, the Village can request a fixed rate proposal from SCS for additional services.

SCS Project Team Titles Hour		ly Rate (\$)	
Director of Management Services	\$	225	
Planning & Funding Manager	\$	225	
Hydrogeologist	\$	225	
GIS	\$	130	
Management Analyst	\$	115	
Financial Analyst	\$	105	
Secretarial/Clerical	\$	80	

SCS HOURLY RATES THROUGH DECEMBER 31, 2021

TAB 13

RESOLUTION NO. 824

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIAN CREEK, FLORIDA, ACCEPTING THE COMPREHENSIVE ANNUAL FINANCIAL REPORT AND MANAGEMENT LETTER PREPARED BY THE FIRM CABALLERO FIERMAN LLERENA + GARCIA LLP, FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2020; RETAINING THE FIRM OF CABALLERO FIERMAN LLERENA + GARCIA, LLP TO PREPARE THE FINANCIAL AUDIT REPORT FOR FISCAL YEAR 2021; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 218.39, Florida Statutes, requires that a local governmental entity conduct an annual financial audit of its accounts and records; and

WHEREAS, Section 3.09 of the Indian Creek Village (the "Village") Charter requires an annual audit of the Village's financial accounts as provided by Florida Statutes; and

WHEREAS, Section 4.04(g) of the Village Charter further requires that a complete financial report be prepared and available for the Village Council and the public within 90 days of the end of each fiscal year; and

WHEREAS, the firm Caballero Fierman, Llerena + Garcia, LLP (the "Auditor"), has completed the audit of the Village's financial accounts and records for the fiscal year ending September 30, 2020, and has prepared a Comprehensive Annual Financial Report and Management Letter; and

WHEREAS, the Village desires to accept the Auditor's Comprehensive Annual Financial Report and Management Letter for the fiscal year ending September 30, 2020; and

WHEREAS, the Village further desires to retain the Auditor to perform the Village's annual financial audit report for the fiscal year 2021.

NOW THEREFORE BE IT RESOLVED, by the Village Council of Indian Creek Village, Florida as follows:

Section 1. Recitals Adopted. That the recitals as set forth above are hereby adopted and confirmed.

Section 2. Comprehensive Annual Financial Report and Management Letter

Accepted. That the Village Council hereby accepts the Comprehensive Annual Financial Report and Management Letter prepared by the Auditor for the fiscal year ending September 30, 2020 in accordance with the rules of the Auditor General of the State of Florida, the Auditor having advised the Village Council that all of the State audit requirements have been met and that no irregularities were found.

Section 3. Engagement of Auditor for Fiscal Year 2021. That the firm of Caballero Fierman, Llerena + Garcia, LLP, be retained to conduct the Village's annual financial audit for fiscal year 2021 under the terms and conditions described in the Letter of Engagement between Alberni, Caballero & Fierman, LLP and the Village dated August 21, 2020 a copy of which is attached hereto as Exhibit "A."

Section 4. Implementation. That the Village Manager is hereby directed to take all actions appropriate and necessary to implement and to effectuate the purposes of this Resolution.

Section 5. Effective Date. That this Resolution shall be effective immediately upon its adoption.

PASSED and ADOPTED this 27th day of April, 2021.

BERNARD KLEPACH MAYOR

ATTEST:

MARILANE LIMA VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L. VILLAGE ATTORNEY

Exhibit A



August 21, 2020

To Honorable Mayor, Village Council and Village Manager Indian Creek Village, Florida 9080 Bay Drive Indian Creek Village, Florida 33154

Re: Engagement Letter with Caballero Fierman Llerena & Garcia, LLP ("We", "our" or "us")

We are pleased to confirm our understanding of the services we are to provide Indian Creek Village, Florida (the "Village") for the fiscal years ending September 30, 2020 through 2025.

We will audit the financial statements of the governmental activities, the business-type activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Village as of and for the fiscal years ending September 30, 2020 through 2025.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Village's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Village's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedules
- 3) GASB required supplementary pension and OPEB information (if applicable)

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditors' report will not provide an opinion or any assurance on that other information.

- 1) Introductory Section
- 2) Statistical Section

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

 Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Page 1 of 7

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of The Village and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Village's financial statements. Our report will be addressed to the Honorable Mayor, Village Council and Village Manager of the Village. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the Village's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Village's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Village is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in Government Auditing Standards may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, Government Auditing Standards do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste and abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, and contracts; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Village's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the Village in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform the services in accordance with applicable professional standards. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with preparation of your financial statements and related notes. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to assume all management responsibilities for any nonaudit services we provide; oversee the services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

You acknowledge that we must have sufficient time to conduct our engagement. We will require your assistance to provide us with information on a timely basis in order to complete our engagement in an efficient and timely manner. Should we not receive such information and assistance from you with sufficient time to complete our engagement procedures, then you acknowledge that we can give no assurances that our engagement will be completed prior to the date it may be required.

The financial statements are the responsibility of the Village's management, although management may consult with us regarding accounting principles applied to the financial statements and methods of application, the selection of accounting principles and method of application is a determination made solely by management.

Finally, with regard to using the auditors' report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

At the conclusion of our audit, we will request certain written representations from you that, among other things, will confirm management's responsibility for the preparation of the financial statements in accordance with accounting principles generally accepted in the U.S., attesting to the completeness and truthfulness of representations and disclosures made to us during the course of our work, the completeness and availability of all minutes of the Council, and, to the best of your knowledge and belief, the absence of irregularities involving management or those employees who have significant roles in the Village's internal control structure. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. The management representation letter must be signed and returned to us before we will release our auditors' report.

Engagement Administration, Fees, and Other

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Village; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Caballero Fierman Llerena & Garcia, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a regulatory authority or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Caballero Fierman Llerena & Garcia, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the regulatory authority or its designee. The regulatory authority or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulating authority. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Andrew Fierman, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be \$22,800 annually for fiscal years ending September 30, 2020 September 30, 2022 (not including the Federal Single Audit, if required see below) with a 5% annual increase for fiscal years ending September 30, 2023 through 2025.

The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

If in any year of this engagement letter, the Village is required to undergo a single audit in accordance with the Single Audit Act Amendments of 1996; Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the "Uniform Guidance), the additional fee will be discussed at that time. Also, a new engagement letter will be provided that meets the requirements of the Uniform Guidance. The additional fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

The Village hereby indemnifies Caballero Fierman Llerena & Garcia, LLP and its partners, principals, and employees, and holds them harmless from all claims, liabilities, losses, and costs arising in circumstances where there has been a known misrepresentation by a member of the Village's management, regardless of whether such person was acting in the Village's interest. This indemnification will survive termination of this letter of engagement.

The parties to this engagement agree that any dispute that may arise regarding the meaning, performance, or enforcement of this engagement will be submitted to mediation, either prior to the filing of any legal action, or upon service of any lawsuit, upon written request of any party to the engagement. The party requesting mediation shall select the mediation provider from the list of mediation training providers approved by the Florida Supreme Court. The mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association or such other rules as may be agreed upon by the parties. The results of this mediation shall not be binding upon either party. Costs of any mediation proceeding shall be shared equally by both parties. The parties shall be responsible for their own legal fees incurred during the mediation. The venue of the mediation shall be in Miami-Dade County, Florida.

If mediation is unsuccessful, and/or if any legal proceedings are filed, by entering into this engagement, the Village and we each expressly agree and acknowledge that Circuit Court for the Eleventh Judicial Circuit of Florida in and for Miami-Dade County, in Miami, Florida, and the United States District Court for the Southern District of Florida, in Miami, Florida, shall each have exclusive and sole jurisdiction for any action arising from, from relating to or in connection with this engagement letter, or any course of conduct, course of dealing, statement or actions by us or the Village and their respective employees, representatives, or agents. You expressly acknowledge that you voluntarily submit to personal jurisdiction in the State of Florida for any such legal action.

WE AND THE VILLAGE EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION OR LEGAL PROCEEDINGS BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS ENGAGEMENT LETTER OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER US OR THE VILLAGE.

The provisions of the immediately preceding last two paragraphs of this engagement letter are each a material inducement for us to accept this engagement in accordance with the provisions of this engagement letter. The terms and provisions of this engagement letter, any course of conduct, course of dealing and/or action on our part and/or by the Village and our relationship with the Village shall be governed by the laws of the State of Florida. In any litigation brought either by us or the Village, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs incurred, including through all appeals.

Our audit is intended for the benefit of the Village. The audit will not be planned or conducted in contemplation of reliance by any third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be assessed differently by a third party, possibly in connection with a specific transaction.

If you intend to publish or otherwise reproduce the financial statements together with our report (or otherwise make reference to our Firm) in a document that contains other information, you agree to provide us with a draft of the document to read and comment on before it is printed and distributed. Furthermore, you agree that the terms of this engagement do not encompass an undertaking by us (1) to consent, by means of separate letter or otherwise, to the inclusion of our auditors' report on the financial statements referred to above in a filing with a Federal or state regulatory agency or otherwise reissue our report for purposes of a securities offering or other financing transaction, or (2) to acknowledge reliance on our report by others.

With regard to the electronic dissemination of the audited financial statements, including statements published electronically on a website, you und stand that electronic sites are means to distribute information and, therefore, we are not required to read the information contained I these sites or to consider the consistency of other information in the electronic site with the original document. Further, you hereby authorize Caballero Fierman Llerena & Garcia, LLP to electronically submit to your employees or to others as you may request or as may be necessary to perform our engagement, any financial statements, workpapers, and other information related to our services under this agreement. By your signature below, you acknowledge and agree to hold Caballero Fierman Llerena Garcia, LLP harmless from any damages, claims, liabilities, losses, and costs (including legal fees of counsel of our own choosing) whatsoever that might be caused by the electronic transmission or submission of this data.

We acknowledge your right to terminate our services at any time, and you acknowledge our right to resign at any time (including instances where in our judgment, our independence has been impaired or we can no longer rely on the integrity of management), subject in either case to our right to payment for all direct or indirect charges incurred through the date of termination or resignation or thereafter as circumstances and this engagement agreement may require.

This engagement letter reflects the entire agreement between us relating to the services covered by this letter. It replaces and supersedes any previous proposals, correspondence and understandings, whether written or oral. If any portion of this agreement is held to be void, invalid or otherwise unenforceable, in whole or in part, the remaining portions of this agreement shall remain in effect. The agreements of the Village and Caballero Fierman Llerena & Garcia, LLP contained in this engagement letter shall survive the completion or termination of this engagement.

We appreciate the opportunity to be of continued service to the Village and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign and return it to us.

Very truly yours,

Andrew Fierman, CPA Partner Caballero Fierman Llerena & Garcia, LLP

RESPONSE:

This letter correctly sets forth the understanding of the Indian Creek Village, Florida.

Authorized signature: