



**MINUTES
TOWN OF HILLSBORO BEACH
REGULAR COMMISSION MEETING
OCTOBER 6, 2020**

9:00 A.M.

CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE

Mayor Deborah L. Tarrant called the meeting to order at 9:45 a.m. Roll was called with the Commission members and staff present via video as listed below.

Town Commission:

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

Vice Mayor Irene Kirdahy
Commissioner Vicky Feaman

Town Staff:

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

Town Manager Mac Serda shared the Governor's order allowing for online meeting and outlined the procedure to be followed. He explained the notice given and provided instruction on the Zoom system being utilized to host the meeting online. He further noted public comment was being accepted by email, as well as on the Zoom system.

APPROVAL OF AGENDA

Mayor Tarrant asked that item 3C be taken up at 10 a.m. when the attorneys representing the matter joined the meeting.

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

I. APPROVAL OF MINUTES

A. Minutes of the August 13, 2020 Special Commission Meeting (Virtual)

Motion made by Commissioner Baldasarre, seconded by Commissioner Feaman, to approve the minutes from the August 13, 2020 Special Commission Meeting (Virtual) as printed. In a roll call vote, the **motion** passed unanimously. (5-0)

B. Minutes of the September 1, 2020 Regular Commission Meeting (Virtual)

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Feaman, to approve the minutes from the September 1, 2020 Regular Commission Meeting (Virtual) as printed. In a roll call vote, the **motion** passed unanimously. (5-0)

II. DISCUSSION & POSSIBLE ACTION

A. Discussion on Illegal Dumping and Trash in Storm Drains

Mayor Tarrant stated she had asked for item 2A to be added after a group of residents concerned with keeping the environment in Hillsboro Beach healthy had brought the issue to her. She noted the group had provided photos of contractors dumping paint chips into drains on private property following pressure washing, and trash going through drains.

Continuing, Mayor Tarrant explained the drains go directly into the Intercoastal. She asked if an Ordinance was currently in place regarding the issue.

Vice Mayor Kirdahy stated she had also witnessed contractors using the bushes along the Intercoastal as a port-a-potty. She noted she also was not able to find a law against it and asked if it could be added to the concern.

Town Attorney DJ Doody explained in preparation for the discussion he had examined the Codes of Palm Beach and Highland Beach as they are geographically comparable to Hillsboro Beach, reviewed the Hillsboro Beach Code, and State law. He explained most assuredly the Town could consider legislation to prohibit the discharge of items into the drainage system, as it did not currently exist in Code.

Continuing, Mr. Doody noted he did not believe the Town had any drainage system, as it appeared to exist only on private property. He stated he could draft an Ordinance, and noted Florida requires the owners to maintain the discharge on their properties, so it may be that discharge into the Intercoastal was no longer permitted by current State law.

Mr. Serda stated in relation to Vice Mayor Kirdahy's issue, the Police Department should be contacted. He noted if long-term work was being done, provisions should be in place to allow workers proper facilities.

Mayor Tarrant asked for and received a consensus to ask Mr. Doody to bring an Ordinance

before the Commission related to the drains at the next meeting.

III. RESOLUTIONS & CONTRACTS

- A. Resolution No. 2020-63** Consideration to Oppose a Broward County Charter Amendment to be Placed on the November 2020 General Election Ballot that would Allow the County to Supersede Town Zoning and Other Ordinances which would Otherwise be Applicable to the County Projects to be Located Within Municipalities; Providing for Conflicts; Providing for Severability; Providing for an Effective Date.

Mayor Tarrant stated the amendment was a power grab on behalf of the County and noted municipalities around the County were passing similar Resolutions. She added that the issue would be whether they could educate the public in time.

Mr. Doody read the Resolution by title only.

Mr. Serda stated that the County was looking to place transportation hubs in areas of their choosing, potentially without the approval of local municipalities.

Mayor Tarrant stated in her opinion, the County needed to work with municipalities.

Commissioner Feaman agreed that it was additional erosion of local control.

Commissioner Baldasarre asserted that County Commissioner Lamar Fisher had been one of two (2) Commissioners to vote against the issue, and the Town may want to thank him.

Motion made by Commissioner Baldasarre, seconded by Vice Mayor Kirdahy, to approve Resolution 2020-62. In a roll call vote, the **motion** passed unanimously. (5-0)

- B. Resolution No. 2020-65** Consideration to Approve the 2021 Town Commission Meeting Dates.

Item addressed later in the meeting.

- C. Resolution No. 2020-64** Consideration of the Settlement Agreement Between the Town of Hillsboro Beach and the City of Deerfield Beach, Relating to Lawsuit Presently Presented in the 17th Judicial Circuit Court in and for Broward County, Florida. Case No. CACE-17-007784(08).

Mayor Tarrant noted the attorneys involved in the litigation with Deerfield Beach were present via Zoom video conference.

Mr. Doody read the Resolution by title only.

Mayor Tarrant explained the legal team in place for the beach situation provided expertise in a variety of specific areas, including environmental law, municipal law, and others. She noted this was the third attempt at mediation and provided a brief history on previous attempts.

Mr. Serda welcomed State Representative Chip LaMarca to the meeting.

Attorney Cindy Laquidara provided an overview of the settlement agreement and noted the Commissioners had all been briefed individually and discussed it in depth during Shade Sessions. She outlined the key points, including:

- 30-year document with four (4) five-year agreements possible to address the issue long term
- Creates joint management of the coastline, with the work largely put in the hands of the engineers
- Provides for a baseline for re-nourishment approximately every five (5) years
- Re-nourishment requires 13 of the groins be covered every five (5) years, up to R9, approximately the Hillsboro Imperial
- Joint re-nourishment means Hillsboro Beach is eligible for 50 percent funding
- Requires Deerfield Beach to maintain its beach, putting sand into the system that ultimately benefits Hillsboro Beach
- If funding is not available for all 13 groins, engineers present a design to show what they are accomplishing
- Financial liability of each Town is limited to a proposed cap of \$3 million
- Engineer will be jointly procured at a joint Commission Meeting
- Engineer will be jointly managed
- In case of a dispute, item will be reviewed by an engineer, subject to review by Town staff, Commissioners, and the public
- Deerfield Beach provides a temporary construction easement to Hillsboro Beach in case of need, with 60-days' notice, at the 10th Street location or as determined by the engineers based on need

Ms. Laquidara stated the item had not gone before the Deerfield Beach City Commission yet, but the team had worked hard to reach the proposal and recommended approval by the Town of Hillsboro Beach. She explained the importance of public funding, with best efforts required within the agreement, from whatever sources available. She noted if 50 percent public funding is not available, the project can be deferred by a year twice unless the municipalities agree otherwise. She noted, the project would move forward with whatever funding was available, under the caps, to provide the best re-nourishment possible.

Continuing, Ms. Laquidara noted the agreement had been compared to a win in litigation,

which would include the removal of some groins or some type of beach re-nourishment. She explained that under this scenario, the configuration of the shore would remain an issue for several reasons, and Hillsboro Beach would have to re-nourish every three (3) to five (5) years on its own dime.

Ms. Laquidara stated this agreement gives a more stable long-range plan and allows the Town to stop paying attorneys regarding the dispute.

Mayor Tarrant asked that Attorney Bob Sweetapple give his input. She noted he had been added to the team after the disappointing previous settlement agreement.

Mr. Sweetapple stated he had been able to compare the litigation to West Hampton Beach, which had similar facts, and significant challenges exist in every case. He commended the legal team on obtaining a settlement agreement that included financial and environmental benefits which could never be obtained through a court proceeding and called it monumental. He noted he was in full agreement.

Mayor Tarrant opened a public hearing on the matter.

Town Clerk Sherry Henderson read from Town resident, Rene Males in support of the settlement agreement.

Ms. Henderson read an email from John Carlson, calling the agreement a patch, not a fix. He stated words needed to be added to make the settlement effective, and Governor DeSantis needed to be asked to direct DEP to issue permits.

Ms. Henderson read an email from Town resident Al Shore, asking if there was a provision for interim beach access in the proposed settlement. He outlined the need for the access.

Dennis Alter stated he was in favor of the Resolution, and added it was time to help the beach in a lasting way, rather than continuing to seek a perfect solution.

Manny Hernandez spoke in support of the agreement and asked when it would be done. He noted they could see the beach eroding constantly in front of their eyes.

Mayor Tarrant stated Deerfield Beach was reviewing the settlement agreement on Thursday, October 8, but DEP funding for Fiscal Year 2022 had already been allocated. She noted the request would need to be submitted by August 2021 for the Fiscal Year 23 budget. She stated they were figuring it out as quickly as possible to get a real nourishment in place and would also be looking at other funding.

Representative LaMarca reaffirmed his commitment to continue to fight for the beach, and

stated the day was a momentous occasion. He asserted ensuring funding for the project was at the top of his list of priorities.

Mo Tarifi asked why Hillsboro Beach would knock heads with Deerfield Beach for years to wind up with what they had prior to litigation, and who had determined the five (5) year span between re-nourishments, when previous nourishments had fizzled out after two (2) years. He stated based on experience, he assumed it would be Deerfield Beach which should be applying for funding due to the private access of Hillsboro Beach's beach.

Mayor Tarrant stated she would answer all of Mr. Tarifi's questions during her presentation following public comment.

Barbara Frick said she had been a resident for years and thought putting the sand down during the wind was not logical, and said the water was to the seawall, so waiting a year was not going to work. She stated she did not understand why the Town could not dredge.

Mayor Tarrant explained dredging would certainly be looked at as a source of sand. She stated bringing a dredge in cost approximately \$3.5 million before any sand hit the beach and noted that there was limits on dredge-able sand. She noted the proposal had – for the first time ever – sand being added to beaches from the north, so it was not status quo.

Mayor Tarrant closed the public hearing.

Mayor Tarrant stated the best way to see what a settlement brings to the table was to look at the numbers for the three (3) options and review what the Town would get. She shared *PowerPoint* slides outlining the scenarios, including costs, eligibility for third-party funding, trucked versus dredged sand, and the amount of sand being put down. She asserted that Hillsboro Beach doing an individual project instead of a joint project would result in half the sand at four (4) times the cost.

Continuing, Mayor Tarrant explained continuing litigation means more time and money. She stated the settlement provides the basis for an amicable relationship between the two (2) municipalities moving forward, to allow them to work together moving forward. She asserted the settlement was not perfect, but a lot of time and money had been spent to get to that point. Mayor Tarrant addressed Al Shore's comment regarding access points and stated that the temporary construction access provided that. She added that the 1205 and 1206 Hillsboro Mile situation would be looked at very quickly if the agreement was approved.

Commissioner Brown stated the attorneys had provided a tremendous amount of work and this agreement was in the best interest of the Town at this time.

Vice Mayor Kirdahy added her agreement. She noted she knows how much expertise had

been gathered, and it was the best possible solution. She stated it was not a perfect answer, but the value of the relationship with the neighbors was important. She noted she would like to see it next week, but that's not reality.

Commissioner Feaman stated she was in agreement and this is best for Hillsboro Beach.

Commissioner Baldasarre added that she didn't think it would ever come to fruition, so she was very pleased to see that they were back together with Deerfield Beach. She commended the attorneys and experts involved for the tremendous amount of information they had provided to make the Commission feel comfortable with their decision. She stated she looked forward to Deerfield Beach's support at their Commission Meeting.

Motion made by Commissioner Feaman, seconded by Commissioner Brown, to approve Resolution 2020-64. In a roll call vote, the **motion** passed unanimously. (5-0)

Mayor Tarrant closed the matter by stating it was the beginning of a situation which required oversight.

B. Resolution No. 2020-63 Consideration to Approve the 2021 Town Commission Meeting Dates.

Mr. Doody read the Resolution by title only.

Mayor Tarrant noted the calendar was provided with the Commissioner backup. She made corrections regarding June, October, and November dates as follows:

- June 8 to June 1
- October 5 to October 6
- November 2 to November 9

Motion made by Commissioner Baldasarre, seconded by Commissioner Feaman, to approve Resolution 2020-63 as amended. In a roll call vote, the **motion** passed unanimously. (5-0)

IV. CONSENT AGENDA – INVOICES FOR APPROVAL

1. **CG&A:** Invoice # 79670 Services rendered thru 08/31/2020 **\$14,694.04**
2. **Gardener, Bist, Bowden, bush, Dee, Lavia, Wright & Perry, P.A. :** Invoice #10004 Services rendered from 08/05/2020 thru 08/28/2020 **\$8,730.00** (Assistance on Beach Nourishment Issues)
3. **Inframark:** Invoice #55360 09/14/2020 **\$7,414.93**

4. **RMA:** Invoice #4530 Services rendered from 06/29/2020 thru 07/31/2020 \$3,800.00

5. **RMA:** Invoice #4534 Services rendered from 08/01/2020 thru 08/31/2020 \$4,975.00

6. **Shutts & Bowen LLP:** Invoice #1481632 Services rendered thru 08/31/2020 \$2,413.57

7. **Sweetapple, Broeker & Varkas:** Invoice #10996 Services rendered from 08/27/2020 thru 09/25/2020 \$5,900.00

8. **Goren, Cherof, Doody & Ezrol, P.A.:** Invoice # 32851 Services rendered from 08/25/2020 thru 09/29/2020 \$6,972.45 (General Matters)

9. **Goren, Cherof, Doody & Ezrol, P.A.:** Invoice # 32852 Services rendered from 08/25/2020 thru 09/28/2020 \$4,758.00 (Deerfield Beach)

10. **Goren, Cherof, Doody & Ezrol, P.A.:** Invoice # 32853 Services rendered from 09/24/2020 thru 09/25/2020 \$630.00 (Purchase from Winter sun Investments LLC)

11. **Goren, Cherof, Doody & Ezrol, P.A.:** Invoice # 32854 Services rendered from 08/03/2020 thru 09/23/2020 \$2,141.80 (adv. State of Florida (Bond Validation 2020))

12. **Goren, Cherof, Doody & Ezrol, P.A.:** Invoice # 32855 Services rendered from 09/02/2020 thru 09/04/2020 \$318.15 (adv. David Pratt (Seagrape Revocable Trust 2020))

13. **Moffatt & Nichol:** Invoice #754469 Services rendered from 08/30/2020 thru 09/26/2020 \$17,755.75

14. **CG&A:** Invoice #80478 Services rendered thru 09/30/2020 \$16,971.79

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

V. STAFF UPDATES

A. Police Department – June and July 2020 Report

Police Chief Jay Szesnat presented his written report and asked if there were any questions. He stated he was proud of the Police Department for their concerted effort regarding buoys and cyclists.

Mayor Tarrant thanked Chief Szesnat for his response to Commission concerns. She asked if the remainder of the budgeted Marine Grant had been received in September.

Mr. Serda stated the September reimbursement would not have been received yet.

Chief Szesnat asked Vice Mayor Kirdahy to connect with him outside the meeting to discuss the contractor issue she had brought up earlier.

The Commissioners and staff discussed the line between public area and private beach on the Intercoastal.

Mr. Serda stated it was obvious from the numbers that the Police Department was productive and proactive under the leadership of Chief Szesnat.

B. Finance Department - August 2020 Report

Steven Bloom gave a brief overview of the financial report through July, sharing slides of the report. He explained the budget planned for a deficit, and this was the first month of that deficit. He stated there was a total of \$119,000 funding under expenditures. Mr. Bloom reviewed the revenue, noting the total funding was at 97.8 percent of annual budget through August.

Mr. Bloom stated spending in the General Fund was favorable as compared to the budget, at 88.5 percent. He pointed out all departments were doing well compared to the annual budget. Continuing, Mr. Bloom reviewed Special Funds, noting a surplus in the Community Bus Fund due to the County Transportation Grant and lower expenses due to COVID-19. He stated the Federal Forfeiture Fund had about \$388,000.

Mr. Bloom reported the first payment of FEMA reimbursement had been received and was put toward the bridge loan for the beach nourishment, paying off that loan.

Continuing, Mr. Bloom reviewed the water fund, noting a surplus was in place in preparation for future maintenance issues. He outlined the water usage trend, which was six (6) percent over the prior year for August.

Mayor Tarrant pointed to the fuel cost analysis Mr. Bloom shared, stating the Town was running at about half the fuel cost present when the Commission started tracking.

In response to questions from Mayor Tarrant, Mr. Bloom stated the FEMA reimbursement was received in time to record in September. He stated the Marine Grant Reimbursement for September was still being calculated.

C. Building Services Report – August 2020 Report

Steve Mitchell, Building Official with CG&A, provided his report. He stated as is typical for the end of summer, workload is slow in the field and plan reviews are being submitted. He stated office work is getting caught up, and almost all projects in place when he took over had been completed, and the next plan was to create additional information for access by the public. Mr. Mitchell asserted he expected a busy 2021 construction season.

In response to Vice Mayor Kirdahy's request for clarification, Mr. Mitchell stated the Town had potentially six (6) single family homes going into the ground in the spring.

Mr. Mitchell gave Building Permit Administrator, Nicole Spradlin credit for reductions in costs related to Planning and Zoning. He noted she had limited the plans requiring zoning services. Additionally, he stated the fee for Planning and Zoning was resulting in cost recovery for the Town.

The Commissioners and Mr. Serda added their voices to the kudos for Ms. Spradlin.

D. Code Compliance Report – August 2020 Report

Mario Sotolongo, Code Supervisor with CG&A, gave a brief update on Code Compliance. He stated four (4) new case were generated in August and three (3) cases remain open. Mr. Sotolongo stated the cases were for work without permit and property maintenance, and outlined the issues being addressed.

Mr. Sotolongo stated there were 13 properties which had reached the end of their six (6) month courtesy notice regarding seawalls. He added that he had been communicating with two (2) additional homeowners, and the home at 1015 Hillsboro Mile was the only property with an actual notice of violation. He noted he had been in contact with the owner's son and the process was moving forward. He asked for direction regarding moving forward with the others now that the courtesy time had elapsed.

Mayor Tarrant asked if cameras in the areas in question would be an option to monitor the water as it comes up.

Mr. Serda stated he and Mr. Sotolongo would address the issue with floatation studies and other tools.

Mayor Tarrant noted that eventually, all properties would have to comply. She stated she and Mr. Serda had attended a resiliency roundtable the previous week, and they had

shared a prediction of 17 inches of sea rise in Broward County in 20 years. She noted it sounds like a long way, but it's not as far as it seems.

Continuing, Mayor Tarrant stated the issue had to be pursued, but maybe a second courtesy notice should be issued due to the large expense.

Commissioner Baldasarre asserted that when she is driving by and can't see the edge of the Intercoastal, it's pretty obvious where the water is coming from. She noted there are a lot of low points and stated at this point it seemed time to bite the bullet.

Vice Mayor Kirdahy asked for clarification regarding how much time had passed.

Mr. Sotolongo stated the notices were sent in March, and the end of September marked six (6) months since the letters were submitted. He added that so far, he had only received communication from two (2) of the 13.

Vice Mayor Kirdahy stated six (6) months was enough time to have initiated action and suggested a follow-up letter be sent.

Mr. Serda asserted a courtesy notice had been sent, and it was time to send a certified letter to start the six (6) month process toward the Special Magistrate. He stated if the Commission wanted to move the process forward, they needed to move communication from casual to formal.

Vice Mayor Kirdahy agreed.

The Commissioners and staff discussed the process for demonstrating the source and distinguishing the flow of water for the Special Magistrate and the homeowner.

Commissioner Baldasarre pointed Mr. Sotolongo to an issue with debris near the bridge.

VI. TOWN MANAGER REPORT

Mr. Serda announced the A1A sewer project was the recipient of the Project of the Year award by the American Society of Civil Engineers and Greg Balicki had received the Engineer of the Year Award. He noted awards were at the Town Hall.

a. Update on Planning Room

Ms. Henderson shared as status update on the Planning Room, noting a significant impact had been made, but the project was a work-in-progress. She stated her intent was to double down through the balance of the year on the job. She noted they were working

with Vital Records Control for storage and also to scan historical records and documentation, and staff continued to work on a plan for shredding documents.

Mayor Tarrant asked if conference space would be available.

Mr. Serda stated the plan is to empty the room and then collectively decide the best purpose of the space. He noted surplus and damaged goods were being moved out through an auctioneer.

b. Update on Painting of Town Hall

Mr. Serda provided an update on the Town Hall painting project. He stated staff had met virtually with the project manager and the Benjamin Moore representative. He noted selection of paint and products impacted the warranty on the project.

Continuing, Mr. Serda stated upon further examination, it was determined the shutters were not in good shape. He noted the quote did include removing the shutters to paint and reinstall, but that may result in additional expenses when those failed. He stated replacing the shutters would add about \$17,000 to the project, and that would be his recommendation. Mr. Serda explained repair and replace of stucco damage was included in the quote.

Mayor Tarrant agreed the shutters probably should be replaced, noting they should not pay to paint shutters that would need to be replaced in a year.

The Commissioners and staff discussed the awnings, hurricane protection, and railing within the contract. Discussion ensued regarding elevating the ramp area to eliminate the requirement for the railing or painting the railing.

Mayor Tarrant asserted that whatever was being done to the shutters should be done to the railing.

Mr. Serda asked for direction regarding whether the Town Hall project should be held up to wait for quotes regarding the railing.

Mayor Tarrant asked that the General Contractor be consulted regarding how to handle the railing project.

Vice Mayor Kirdahy stated she believed the Commission could agree to move forward with replacing the shutters and painting Town Hall. She noted Mayor Tarrant's request that the railing be treated in the same manner as the shutters could be addressed separately.

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Baldasarre, to accept the contract with Gemstone Building, LLC including new shutters. In a roll call vote, the **motion** passed unanimously. (5-0) Commissioner Feaman voted visually due to audio issues

C. Update on Town Hall Gateway Signs

Mr. Serda stated the gateway signs had been replaced, and it was now time to move on to replacing the signs in front of Town Hall. He noted he would like to carry the same theme to those signs, unless the Commission had feelings to the contrary.

Mr. Serda explained he was working with a landscape architect regarding softening the landscape along A1A. He noted Code changes may be recommended to enhance the redesigned roadway, bike lanes, and parking lots with landscape standards.

IX. TOWN ATTORNEY REPORT

Mr. Doody reported the Commission would be receiving a copy of the last brief regarding the variance issue before the courts for 963 and 965 Hillsboro Mile.

X. TOWN COMMISSION COMMENTS/REPORTS

A. Commissioner Andrew R. Brown

Commissioner Brown joked about the calendar opening up without Shade Sessions and Special Meetings. He stated it had been trying, but the Commissioners had all shown up. He said he was hoping the decisions paid off, because a lot of hard work had been put in.

B. Commissioner Barbara Baldasarre

Commissioner Baldasarre stated the Broward League of Cities had met, and the focus was largely education regarding Broward County Amendment No. 2 on the upcoming November ballot.

C. Commissioner Vicky Feaman

Commissioner Feaman had audio issues and was unable to comment.

D. Vice Mayor Irene Kirdahy

Vice Mayor Kirdahy stated there was an MPO meeting on Thursday (10/8).

E. Mayor Deborah L. Tarrant

Mayor Tarrant stated the Resiliency Roundtable was interesting and she was going to put together notes and possible actions for the Town.

XI. PUBLIC COMMENTS

Ms. Henderson stated no comments had been received ahead of time, but asked that she be permitted a public comment.

Ms. Henderson brought to the attention of the residents and Commissioners an update on the US Census. She stated the deadline was previously October 5, but the court had ordered that date was not viable, and responses would continue to be collected through October 31. She noted Hillsboro Beach had a response rate second to last within Broward County at 38.1 percent. She noted the response rate in 2010 was 44.6, and asked residents to encourage neighbors to complete the Census.

Mayor Tarrant stated County Commissioner Lamar Fisher had told her rates are down compared to 2010 across the board. She noted residents with second homes were finding the Census confusing.

The Commissioners and staff discussed the requirements for where to complete the Census and expressed concerns with vague language.

Mr. Serda stated employees of the Census Bureau had reached out a few times because buildings in Town were restricting access to count their residents. He asked that the Commissioners reach out to their informal networks to get their condominium boards to allow access as much as possible.

The Commissioners discussed outreach efforts in support of the Census.

XII. ADJOURNMENT

Motion made by Commissioner Baldasarre, seconded by Commissioner Brown, to adjourn the meeting at 12:15 p.m. In a roll call vote, the **motion** passed unanimously. Commissioner Feaman voted visually.

ADOPTED THIS 10th DAY OF Nov, 2020

By: Deborah L. Tarrant
Deborah L. Tarrant, Mayor

ATTEST:

Sherry D. Henderson
Sherry D. Henderson, Town Clerk 11/10/2020



OCTOBER 6, 2020

REGULAR COMMISSION MEETING

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

Sherry D. Henderson

From: Deborah Tarrant <dtarrant@townofhillsborobeach.com> on behalf of Deborah Tarrant
Sent: Monday, October 5, 2020 5:11 PM
To: Sherry D. Henderson
Cc: Mac Serda
Subject: FW: Settlement

Importance: High

Sherry, I told Mr. Males we would share his comments at tomorrow's meeting. Please plan to read them into the record at the appropriate time.

Thank you,

Deb

Deb Tarrant, Mayor
Town of Hillsboro Beach



From: rene Males <renemales@yahoo.com>
Date: Monday, October 5, 2020 at 9:03 AM
To: Deb Tarrant <dtarrant@townofhillsborobeach.com>
Subject: Settlement

Congrats on all who helped make this possible. As the critics will point out ... not perfect. But it's so much better than letting the lawyers, consultants and others eat away on our tab.

Town Clerk

From: Sea <seafront@comcast.net>
Sent: Monday, October 5, 2020 12:06 PM
To: TownClerk@TownofHillsboroBeach.com
Cc: 'Deb Tarrant, Mayor'; ikirdahy@townofhillsborobeach.com; abrown@townofhillsborobeach.com;
'BBaldasarre'; vfeaman@townofhillsborobeach.com
Subject: 975 Comments



975 Hillsboro Mile
Hillsboro Beach, Florida 33062
954-781-7356, cell 954-778-4430
SeaFront@Comcast.net

John Carlson at 975 says...,

The SETTLEMENT AGREEMENT is a political statement and as such, the alleged solution of Hillsboro's erosion problem appears to be a patch, not a fix.

After investing more than a million dollars but less than two, at least two words need to be added to make this carefully worded document successful: the words *continuously* and *out*.

It is well established that rock structures on the beach only cause a problem when they are wet dashed by the littoral drift which alters the near shore current. If these obstacles *remain* covered in sand, they will have no effect. As Hillsboro's time-lapse video proves, as soon as the rocks are exposed to the water, downdrift erosion creating a hot spot starts and increases exponentially as time passes.

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

See page 4, IV, a, i, 1 as above. Add the words after buried by sand *near continuously at any point wet by the ocean* and strike the balance. Then, deliver the agreed upon document to Governor DeSantis and request he orders a permit from his DEP to decide upon the timeline

and circumstances for periodic refills as needed. If Deerfield insists the rocks stay, Hillsboro has a duty to insist they prevent downdrift erosion and remedy any exposure issue ASAP.

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

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Page 9, IV, i, ...Hillsboro shall file a voluntary dismissal of the Litigation *without* prejudice which signifies that none of the rights or privileges of the parties are considered to be lost or waived. There is no guarantee that the SETTLEMENT AGREEMENT will work successfully for all parties. Future commissions may deem the document ill advised. There is no reason to waste more than a million dollars of litigation and discovery to date. *Sole recourse for any Claims* would have to be stricken as a result. No way out does not sell well.

Town Clerk

From: Al Shore <atshore@bellsouth.net>
Sent: Tuesday, October 6, 2020 9:06 AM
To: TownClerk@TownofHillsboroBeach.com
Subject: Re; Resolution No. 2020-64

Regarding the **RESOLUTION NO. 2020-64** proposed Settlement Agreement between the Town of Hillsboro Beach and the City of Deerfield Beach is there a provision for Hillsboro Beach to have beach access for interim renourishments should they be needed during the 5 year periods? This is important if we are considering to not proceed with the purchase of 1205/1206 for our own beach access. I know that there is a provision for Temporary Construction Access on page 10 of the proposed settlement, but it is unclear if that accommodates our own sand hauls if needed.

Al Shore
1147 Hillsboro Mile

Comparison of Beach Nourishment Scenarios 150,000cy for Hillsboro Beach

Scenario #1: Hillsboro/Deerfield 50/50 Joint Project w/ Dredged Sand – 300,000cy

Engineering, Permitting, Monitoring, etc.	\$ 500,000
Mobilization – Dredge	3,500,000
Sand (\$14/cy)	<u>4,200,000</u>
Total Costs	\$8,200,000
 Possible 50% Third-Party Funding	 \$4,100,000
 Deerfield – 50% of Remaining Cost – 150,000cy	 \$2,050,000
Hillsboro – 50% of Remaining Cost – 150,000cy	\$2,050,000
 Hillsboro's Cost	 \$2,050,000

Scenario #2: Hillsboro/Deerfield 50/50 Joint Project w/ Trucked Sand – 300,000cy

Engineering, Permitting, Monitoring, etc.	\$ 500,000
Mobilization – Trucks	750,000
Sand (\$52/cy)	<u>15,600,000</u>
Total Costs	\$16,850,000
 Possible 50% Third-Party Funding	 \$8,425,000
 Deerfield – 50% of Remaining Cost – 150,000cy	 \$4,212,500
Hillsboro – 50% of Remaining Cost – 150,000cy	\$4,212,500
 Hillsboro's Cost	 \$4,212,500

Scenario #3: Hillsboro Beach Solo Project w/ Trucked Sand – 150,000cy

Engineering, Permitting, Monitoring, etc.	\$ 250,000
Mobilization – Trucks	375,000
Sand (\$52/cy)	<u>7,800,000</u>
Total Costs	\$8,425,000
 Possible Third-Party Funding	 0
 Hillsboro's Cost	 \$8,425,000