



AGENDA

Town of Hillsboro Beach Commission Meeting

July 12, 2022
9:00 AM



MAYOR

Honorable Deborah L. Tarrant

VICE MAYOR

Honorable Irene Kirdahy

COMMISSIONERS

Honorable Vicky Feaman
Honorable Barbara Baldasarre
Honorable Jane Reiser

TOWN MANAGER

William "Mac" Serda, ICMA-CM

TOWN ATTORNEY

Donald J. Doody

TOWN CLERK

Sherry D. Henderson, CMC

HILLSBORO BEACH TOWN HALL

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



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile, Hillsboro Beach, Florida 33062

July 12, 2022 | 9:00 AM

REGULAR TOWN COMMISSION MEETING AGENDA

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

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

A Regular Town Commission Meeting will be held at 9:00 a.m., Tuesday, July 12, 2022 . The Town Commission will meet at Town Hall. The public can attend in person. The meeting will also utilize communications media technology to allow the public to participate via Zoom. LIVE ZOOM Meeting number: 878 4736 1566 Passcode: 951699

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

I. APPROVAL OF MINUTES

- A. June 7, 2022 Regular Meeting Minutes

II. PRESENTATIONS

III. ORDINANCES

IV. DISCUSSION & POSSIBLE ACTION

- A. Discussion on Political Signs in Town
- B. Discussion on the Fair Share Request of \$3,981.00 from the *Area Agency on Aging of Broward County* for Fiscal Year 2022-2023

V. RESOLUTIONS & CONTRACTS

- A. **Resolution No. 2022-27** Consideration to Approve and Authorize the Appropriate Town Officials to Execute the Broker Services Agreement, HIPPA Business Associate Agreement and Addendum with Foundation Risk Partners (Acentria) to Provide Employee Benefit Services for the Town of Hillsboro Beach.
- B. **Resolution No. 2022-28** Consideration to Approve and Authorize the Appropriate Town Officials to Execute Work Authorization No. 8 and Accept the Continued Professional Services Proposal from Moffatt & Nichol, Inc for Post Construction Beach Monitoring Relative to the Hillsboro Beach Nourishment Project (#9225-02).

- C. Resolution No. 2022-29** Consideration to Approve and Authorize the Police Department's \$130,000.00 Forfeiture Funds Expenditure for Traffic Safety, Education, and Enforcement Initiative.
- D. Resolution No. 2022-30** Consideration to Authorize the Purchase of one (1) 2022 Ford F-150 Police Vehicle with Forfeiture Funds for Traffic Safety, Education and Enforcement Initiatives from Bartow Ford, Piggybacking the Terms of the Charlotte County, Florida Contract #2021000541 with Total Cost of \$57,475.53.
- E. Resolution No. 2022-31** Consideration to Approve and Authorize the Appropriate Town Officials to Execute the Third Amendment to the Solid Waste Settlement Agreement Between Broward County, Florida and Settling Municipalities to Extend Any Sale of the Alpha 250 Site Until October 11, 2023.
- F. Resolution No. 2022-32** Consideration to Approve and Authorize the Appropriate Town Officials to Execute Amendment 2 to the Town's State Revolving Fund Loan Agreement #DW062600, to Adjust Project Costs and Reduce the Semiannual Loan Payment.
- G. Resolution No. 2022-33** Consideration to Waive Procurement and Authorize the Appropriate Town Officials to Execute Agreement with PPI Construction Corp for \$22,697.00 Relating to Services for Town Hall Facade Renovation Project.
- H. Resolution No. 2022-34** Consideration to Approve a Fourth Amendment to the Agreement for Legal Services for an Increase in the Town Attorney's Hourly Rate.

VI. CONSENT

A. INVOICES

1. CG&A	Invoice #103759	May 2022	\$47,533.93	
2. CG&A	Invoice #104864	June 2022	\$119,307.58	
2. LSF Shuttle	Invoice #22-0531-26	May 2022	\$6,132.10	
3. LSF Shuttle	Invoice #22-0630-26	June 2022	\$5,871.52	
4. Inframark	Invoice #79062	June 2022	\$7,695.33	
5. GCDE	Invoice #42402	Mar-June 2022	\$3,240.00	(General Matters)
6. GCDE	Invoice #4204	June 2022	\$206.15	(Richard Crusco, Charles Doherty, et al)
7. GCDE	Invoice 42405	June 2022	\$315.00	(Development)
8. RMA	Invoice 4698	May 2022	\$1,972.00	
9. RMA	Invoice 4699	June 2022	\$1,450.00	

B. PROCLAMATIONS

1. Recognizing September as Suicide Prevention Awareness Month

VII. BEACH REPORT

- A. Update on Town of Hillsboro Beach and City of Deerfield Beach Joint Beach Nourishment Project

VIII. STAFF UPDATES

A. Police Department

Presented by Chief Jay Szesnat

B. Finance Department

Presented by Stephen Bloom, Finance Director, Inframark

1. **Resolution No. 2022-35** Approval of the FY2023 Proposed Millage Rate and First Public Hearing Date for FY2023 Budget

C. Building Department

Presented by Steve Mitchell, Building Official, CG&A

D. Code Compliance

Presented by Bernard Pita, Code Compliance Manager, CG&A

IX. TOWN MANAGER REPORT

- A. 1. S.R. A1A Mobility Improvements Update
- 2. Town Hall Facade Renovation Update

X. TOWN ATTORNEY REPORT

XI. TOWN COMMISSION COMMENTS/REPORTS

XII. PUBLIC COMMENTS

XIII. ADJOURNMENT

UPCOMING MEETINGS AND EVENTS

A.	Tue, July 12, 2022	9:00 AM	Regular Commission Mtg
	Commission on Recess	Aug 2022	
	Mon, Sept 12, 2022	5:01 PM	1st Budget & Millage Rate Hearing
	Tue, Sept 13, 2022	9:00 AM	Quasi Judicial Public Hearing
	Tue, Sept 13, 2022	10:00 AM or immediately after Quasi Judicial Hearing	Regular Commission Meeting
	Mon, Sept 19, 2022	5:01 PM	2nd and Final Budget & Millage Rate Hearing
	Tue, Oct 4, 2022	9:00 AM	Regular Commission Mtg
	Tue, Nov 1, 2022	9:00 AM	Regular Commission Mtg
	Tue, Dec 6, 2022	9:00 AM	Regular Commission Mtg

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



DRAFT

**MINUTES
TOWN OF HILLSBORO BEACH
REGULAR COMMISSION MEETING
JUNE 7, 2022**

9:00 A.M.

CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE

Mayor Deborah L. Tarrant called the meeting to order at 9:02 a.m. Roll was called with the Commission members and staff present as listed below.

Town Commission:

Mayor Deborah L. Tarrant
Vice Mayor Irene Kirdahy
Commissioner Jane Reiser

Commissioner Barbara Baldasarre
Commissioner Vicky Feaman

Town Staff:

Town Manager William "Mac" Serda, ICMA-CM
Donald J. Doody, Town Attorney, Esq.
Town Clerk Sherry D. Henderson, CMC

APPROVAL OF AGENDA

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

I. APPROVAL OF MINUTES

A. Minutes of the April 5, 2022 Regular Town Commission Meeting

Motion made by Commissioner Baldasarre, seconded by Commissioner Feaman, to approve the minutes from the April 5, 2022 Regular Town Commission Meeting as presented. In a roll call vote, the **motion** passed unanimously. (5-0)

B. Minutes of the May 3, 2022 Regular Town Commission Meeting

Motion made by Commissioner Reiser, seconded by Commissioner Feaman, to approve the minutes from the May 3, 2022 Regular Town Commission Meeting as presented. In a roll call vote, the **motion** passed unanimously. (5-0)

II. PRESENTATIONS

A. Special Recognition of Promotion: Police Captain James Pugliese

Police Chief Jay Szesnat made a presentation recognizing Police Captain James Pugliese on his recent promotion from Lieutenant. He shared a brief review of Captain Pugliese's history as a law enforcement and current duties.

B. Update on Traffic Study Assessment Regarding Additional Crosswalks

Mr. Serda provided a brief background on the item. He explained the Commission had directed staff to investigate placing crosswalks at 1199 Hillsboro Mile (Imperial Condominiums), 1021 Hillsboro Mile (Landmark Condominiums) and 1051 Hillsboro Mile (LeBaron Condominiums).

Jenna Marinetti, Calvin, Giordano and Associates (CG&A) made a presentation explaining the research conducted to make a case for the addition of crosswalks at three (3) locations in Hillsboro Beach. She explained a high-level study had been conducted to determine need and feasibility and shared the cost estimate for the project improvements. She stated the estimate was \$160,000-\$175,000 per crosswalk.

Mr. Serda noted there is also an estimated \$15,000 in costs for a traffic study.

Ms. Marinetti stated she believed there was a determined need for the crosswalks. She discussed next steps if the Commission wanted to move forward with the process.

Mayor Tarrant asked if there were any grant opportunities which would address this need. Mr. Serda discussed the concept briefly and stated he would investigate. Discussion continued regarding funding.

Mr. Serda stated based on the preliminary sketches, he would have reservations regarding the expenditure of public funds on private property. He noted the elements of concern within the report.

Ms. Marinetti reviewed an example from the sketches of improvements needed on private property prior to making any installations. She outlined the lighting requirements for new crosswalks.

Vice Mayor Kirdahy suggested a division of the costs between the condominium communities and the Town. Ms. Marinetti further discussed the breakdown of costs for each crosswalk.

Discussion continued regarding the improvements and potential funding sources, including special assessments, the penny sales tax, and the assistance of the Metropolitan Planning Organization (MPO).

Mr. Serda stated he would speak with the local lobbyist regarding the item in addition to other matters. Mayor Tarrant briefly discussed the benefit of having a lobbyist with an awareness of what the Town needs.

Commissioner Reiser requested that any traffic study be conducted during high season.

C. Broward County Transit Premium Mobility Plan Presentation (Virtual)

Barney McCoy, Assistant General Manager with Broward County Transit, introduced the consultant working on the Premium Mobility Plan for Broward County.

Laura Minns, Project Manager, WSP USA, shared a presentation reviewing the County's Premium Mobility Plan referred to as PREMO, which includes a vision for mobility over the next 30 years. She discussed goals and objectives for connection of all of the corridors within Broward County with a premium transit service, the analysis conducted to create a strategic plan, and the process for implementation of the plan. She briefly reviewed marketing and branding, as well as next steps. *The presentation is attached for the record.*

Mayor Tarrant asked for clarification of the short list of corridors identified. Ms. Minns explained the list could be reviewed on the Broward County Transit website.

Mr. Serda explained the Town was interested in transitioning to a micro-transit program once that program was developed. Mr. McCoy provided a brief update on the status of the County's micro-transit pilot project.

III. ORDINANCES

- a. Ordinance No. 2022-06** Amendment to the Town's Code of Ordinance, Amending Ch. 7 Entitled "Offenses and Miscellaneous Provisions," Specifically Amending Article VII "Noises" and Creating Section 7-94 to Provide for Miscellaneous Applications (Second Reading)

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER 7 ENTITLED "OFFENSES AND MISCELLANEOUS PROVISIONS" BY SPECIFICALLY

AMENDING ARTICLE VII ENTITLED "NOISES" BY CREATING SECTION 7-94 TO PROVIDE FOR MISCELLANEOUS APPLICATIONS; PROVIDING FOR THE CREATION OF SECTION 7-95 TO REGULATE THE TESTING OF EMERGENCY GENERATORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Doody read the Ordinance by title only.

Mayor Tarrant stated the Ordinance had originally been brought forward in response to residents who believed the Code should allow for recreational activities with normal noise levels to be played in the middle of the day. She expressed concern this Ordinance made the complaints easier. Mr. Serda provided additional explanation.

Mayor Tarrant expressed concern the Ordinance allowed for additional complaints to the police regarding noise. Police Chief Szesnat stated the Ordinance gives the Police Department discretion when responding to a complaint. He noted he likes the language and felt it would work for them.

Discussion continued regarding conflicts between neighbors and the appropriate response. Mr. Doody asserted the legislative intent of the Ordinance was clear.

Mayor Tarrant opened a public hearing on the matter.

Beth Griffin, 1069 Hillsboro Mile, asked whether there was anything in the Ordinance about motorcycles.

Mr. Doody clarified motor vehicles are regulated by State Statute. Police Chief Szesnat stated he would research the issue further and provide detail on the issue.

Commissioner Baldassarre stated condominium associations also had regulations related to motorcycles.

Mayor Tarrant closed the public hearing.

Motion made by Commissioner Feaman, seconded by Commissioner Reiser, to adopt Ordinance 2022-06 with correction to scrivener's errors. In a roll call vote, the **motion** passed unanimously. (5-0)

b. Ordinance No. 2022-07 Amendment to the Town's Code of Ordinance, Amending Ch. 12 "Land Development Code" to Provide for setback Requirements and Building Length. (First Reading)

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER 12 ENTITLED "LAND DEVELOPMENT CODE", BY SPECIFICALLY AMENDING ARTICLE V ENTITLED " RS-2 SINGLE-FAMILY RESIDENTIAL DISTRICT REGULATIONS" TO PROVIDE FOR SETBACK REQUIREMENTS AND BUILDING LENGTH; PROVIDING FOR A LANDSCAPE BUFFER FOR SINGLE FAMILY RESIDENCES; PROVIDING FOR AN AMENDMENT TO SECTION 12-128 ENTITLED "GUEST HOUSES" TO INCREASE THE DISTANCE TO THE MAIN HOUSE; PROVIDING FOR AN AMENDMENT TO ARTICLE VI ENTITLED "RM-16 MULTIPLE FAMILY DWELLING RESIDENTIAL DISTRICT REGULATIONS (WITH 3- STORY MAXIMUM LIMIT)" TO PROVIDE FOR SETBACK REQUIREMENTS AND FOR MAXIMUM BUILDING LENGTH; PROVIDING FOR THE PROHIBITION OF STRUCTURES IN THE REQUIRED SIDE YARD SETBACK; PROVIDING FOR A LANDSCAPE BUFFER FOR MULTI-FAMILY RESIDENTIAL DWELLINGS; AMENDING ARTICLE VII ENTITLED "RM-30 MULTIPLE-FAMILY DWELLING RESIDENTIAL DISTRICT (WITH 7-STORY MAXIMUM LIMIT)" TO PROVIDE FOR SETBACK REQUIREMENTS AND BUILDING LENGTH; PROVIDING FOR A LANDSCAPE BUFFER FOR MULTIFAMILY DWELLINGS; PROVIDING FOR AMENDMENT TO ARTICLE XIII ENTITLED "ADDITIONS, EXCEPTIONS, AND MODIFICATIONS" TO PROVIDE FOR RESTRICTIONS ON ACCEPTED PROJECTIONS, OPEN TERRACES AND FENCES AND WALLS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Doody read the Ordinance by title only.

Jim Hickey, Consultant Planner, CG&A, made a presentation outlining the proposed changes to create regulations to allow for appropriate setbacks based on lot length and width. He shared the analysis conducted and reviewed the specific regulations, existing and proposed. He explained the revised language would allow for only green space within the setback. The presentation is attached for the record.

Mayor Tarrant stated she was concerned the Ordinance addressed specific issues with broad edicts. She asserted more time was needed to ensure the Town's goals were met by the changes. Continuing, she stated multi-family and single-family homes should be treated differently, and discussed concerns related to assemblage of multi-family properties and keeping the size of single-family homes commiserate to the lot size.

Mayor Tarrant stated the Town needed to keep in mind realistic expectations as related to property values and asked whether the setbacks outlined in the proposed changes would be applicable. She discussed examples of the application of the changes on single-family homes. She asserted the imposition of the restrictions was not realistic and discussed impacts as punitive. Continuing, Mayor Tarrant expressed concern regarding phasing the Code in. She suggested tabling the first reading to address the issues individually and to garner additional input.

Mr. Serda stated staff would review the concerns and bring the item back with changes.

Commissioner Reiser stated she agreed single-family homes were the primary issue but did not think the multi-family should be overlooked. She shared an example of a new building in Pompano Beach. Discussion continued.

Mr. Doody stated the discussion was helpful in giving staff direction. He noted his recommendation was to review two (2) Ordinances in order to address single-family and multi-family individually and added that a series of Ordinances over time may be necessary in order to clarify the vision for the Town.

Mr. Doody asked that the Commission identify a priority and discussion continued. Mayor Tarrant invited public comment on the item.

Bob Mayer, Bomar Builders, commented on past changes to the Building Code and stated one of his big concerns was notification to homeowners in advance and grandfathering of pending projects. He discussed his experience building on the island.

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Feaman, to *table Ordinance 2022-07 to the October 2022 meeting*. In a roll call vote, the **motion** passed unanimously. (5-0)

IV. DISCUSSION & POSSIBLE ACTION

A. Discussion and Possible Action to Designate the 2022 Voting Delegate for the Annual Business Session at the Florida League of Cities Annual Conference August 11-13, 2022 in Hollywood, FL.

Mr. Serda explained in prior years the voting delegate to the Florida League of Cities annual conference had been Commissioner Baldasarre. He suggested the Town get the delegate a hotel room for the meeting so that she did not have to travel back and forth.

Motion made by Commissioner Reiser, seconded by Commissioner Feaman, to direct Mr. Doody to prepare a Resolution naming Commissioner Baldasarre as the voting delegate to the Florida League of Cities annual conference. In a roll call vote, the **motion** passed unanimously. (5-0)

V. RESOLUTIONS & CONTRACTS

A. Resolution No. 2022-20 (Tabled 12/7/2021)

CONSIDERATION TO APPROVE AND AUTHORIZE THE APPROPRIATE TOWN OFFICIALS TO AMEND RESOLUTION NO. 2017-874 TO PROVIDE FOR A PROCEDURE BY THE TOWN COMMISSION RELATIVE TO THE ISSUANCE OF PROCLAMATIONS AND OTHER CEREMONIAL ITEMS.

Mr. Doody read the Resolution by title only.

Mr. Serda stated he had reviewed the changes requested by the Commission at the December 7, 2021, meeting and was presenting an edited version which includes all ceremonial objects and creates a process for accommodating last minute requests. He reviewed the proposed process for a commissioner bringing forward a potential recognition.

Motion made by Commissioner Feaman, seconded by Commissioner Reiser, to adopt Resolution 2022-20. In a roll call vote, the **motion** passed unanimously. (5-0)

B. Resolution No. 2022-21

CONSIDERATION TO APPROVE AND AUTHORIZE ACCEPTANCE OF \$100,000.00 DONATION FROM THE FRATERNAL ORDER OF POLICE (FOP) LODGE #61 FOR RENOVATIONS AND IMPROVEMENTS NEEDED TO CONVERT AN UNENCLOSED STORAGE GARAGE INTO A TRAINING AND WELLNESS FACILITY FOR THE POLICE DEPARTMENT.

Mr. Doody read the Resolution by title only.

Mr. Serda explained the Police Department had received a \$100,000.00 donation from an anonymous resident through the Fraternal Order of Police (FOP) to renovate an older building behind the Police Department to create a training space. He stated it would be an improvement to a physical asset and a great feature for the Town. He noted legal counsel had made a review and his recommendation was to approve the use of the donated funds for that purpose.

Commissioner Reiser stated it was wonderful a resident had been so generous.

Motion made by Commissioner Baldassarre, seconded by Vice Mayor Kirdahy, to adopt Resolution 2022-21. In a roll call vote, the **motion** passed unanimously. (5-0)

C. Resolution No. 2022-22

CONSIDERATION TO APPROVE RATIFY THE PURCHASE OF A 2021 FORD INTERCEPTOR WITH LIGHTS AND SIREN FOR THE POLICE DEPARTMENT AT A TOTAL COST OF \$40,039.37, PIGGYBACKING THE TERMS OF THE CHARLOTTE COUNTY, FLORIDA CONTRACT #2021000541.

Mr. Doody read the Resolution by title only.

Mr. Serda stated the Commission had previously approved a different vehicle for purchase by the Police Department, but it was not readily available.

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Feaman, to adopt Resolution 2022-22. In a roll call vote, the **motion** passed unanimously. (5-0)

D. Resolution No. 2022-23

CONSIDERATION TO AUTHORIZE THE APPROPRIATE TOWN OFFICIALS TO EXECUTE THE OPERATION STONEGARDEN MEMORANDUM OF UNDERSTANDING BETWEEN BROWARD COUNTY SHERIFF'S OFFICE AND THE TOWN OF HILLSBORO BEACH, FLORIDA.

Mr. Doody read the Resolution by title only.

Mr. Serda explained the agreement allowed cooperation with Broward County on investigation of human trafficking and illegal immigration.

Motion made by Commissioner Reiser, seconded by Commissioner Feaman, to adopt Resolution 2022-23. In a roll call vote, the **motion** passed unanimously. (5-0)

E. Resolution No. 2022-24

CONSIDERATION TO AUTHORIZE THE APPROPRIATE TOWN OFFICIALS TO EXECUTE THE HURRICANE SHELTER AGREEMENT BETWEEN JM FAMILY ENTERPRISES, INC. AND THE HILLSBORO BEACH POLICE DEPARTMENT TO PROVIDE A TEMPORARY PARKING GARAGE FOR EMERGENCY RESPONSE EQUIPMENT AND VEHICLES IN THE EVENT OF A HURRICANE.

Mr. Doody read the Resolution by title only.

Mr. Serda presented the item. He explained the proposed agreement had not yet been finalized but a similar agreement had been in existence for several years. He recommended approval pending the Town Attorney's finalization of the agreement.

Mr. Doody added comment regarding the agreement and stated he recommended changes to the document to protect the Town.

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Feaman, to adopt Resolution 2022-24 subject to the Town Attorney's finalization of the agreement. In a roll call vote, the **motion** passed unanimously. (5-0)

F. Resolution No. 2022-25

CONSIDERATION TO WAIVE THE PROCUREMENT PROCESS AND ACCEPT PROPOSAL BY AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE AGREEMENT AND ADDENDUM WITH CALVIN, GIORDANO, & ASSOCIATES (CG&A) TO MANAGE THE CREATION AND POPULATION OF A 40-YEAR CERTIFICATION DATABASE OF THE TOWN.

Mr. Doody read the Resolution by title only.

Mr. Serda explained the Commission had asked staff to come up with a scope of work and budget for completion of a comprehensive 40-year inspection report to identify the status of buildings within Hillsboro Beach.

Steve Mitchell, Building Official, CG&A, explained the rate and projected process. He noted items which would be included in the report.

Mr. Doody asked whether the report was still necessary with the adoption of a new State law passed the previous week.

Mayor Tarrant stated the Town still needed a database of the historical information related to the inspections. Discussion continued.

Mayor Tarrant stated the fact the cost could be covered by the Building Department Special Revenue Fund was a positive.

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Reiser, to adopt Resolution 2022-15. In a roll call vote, the **motion** passed unanimously. (5-0)

VI. CONSENT AGENDA

A. Invoices for Approval

1. **LSF Shuttle** Invoice #22-0430-26 service thru April 2022 **\$6,132.10**
2. **CG&A** Invoice #102809 service thru April 2022 **\$34,031.36**
3. **GCDE** Invoice #41778 service April/May 2022 **\$7,251.20** (General Matters)
4. **GCDE** Invoice #41779 service April/May 2022 **\$1,750.00** (Richard Crusco, Charles Doherty, et al)
5. **GCDE** Invoice #41780 service May 2022 **\$765** (Development BH3)
6. **Inframark** Invoice #77678 service May 2022 **\$7,704.87**

Motion made by Commissioner Baldassarre, seconded by Vice Mayor Kirdahy, to approve the Consent Agenda Invoices as presented. In a roll call vote, the **motion** passed unanimously. (5-0)

VII. BEACH REPORT

A. Update on Joint Beach Nourishment Project

Mr. Serda stated permitting was still moving forward. He noted the Corps of Engineers had requested additional information the previous week and the consultant was responding. He provided an update on excavated materials which had been expected to be utilized for nourishment. He stated the materials had not passed standards and the engineers had recommended it not be accepted as beach compatible. Discussion ensued regarding the materials.

VIII. STAFF UPDATES

A. Police Department

Police Chief Szesnat presented the monthly report. He stated it was busy as is typical of summer. He shared notable events from the previous month, including two (2) missing people, a sinkhole, and arrest of a bicyclist.

Discussion ensued regarding recent incidences of water on the roadway and the potential for addressing water concerns with pumps.

Mayor Tarrant asked that Jenna Marinetti with CG&A evaluate possible placement of a pump house. Mr. Serda stated he would follow up. Discussion continued regarding revisiting the issue with Florida Department of Transportation (FDOT) prior to beginning the mobility project.

Commissioner Reiser inquired as to the depth of water during and following the recent storm. Police Chief Szesnat stated the water had been measured at 11 inches and the road had been closed for safety as required. He noted that closure required two (2) police officers remain in place.

Commissioner Reiser asked how the road closure for the FDOT project would impact cyclists. Police Chief Szesnat explained.

Vice Mayor Kirdahy stated she had asked FDOT to notify the bicycle clubs of the project. Mr. Serda noted message boards would also be in place.

Police Chief Szesnat addressed hurricane preparedness. He reviewed the expectations for the hurricane season and reminded the community of the importance of paying attention to evacuation orders. He discussed resources for preparation. Police Chief Szesnat stated the number one (1) question received prior to a storm is whether the bridges will be locked in the up position. He explained that would never be the case and asked the Commission to assist in spreading the message.

Police Chief Szesnat discussed Police Department outreach to reach those in need of assistance.

B. Finance Department

Stephen Bloom, Inframark, presented via Zoom. He noted July 12 would be the first review of the preliminary budget by the Commission and asked that the Commissioners share any budget priorities.

Mayor Tarrant stated the Town had done a good job of addressing items as they go, so there were no major variances from the normal.

Mr. Serda stated renovation of the Commission Chambers was likely to be recognized in the budget.

C. Building Department

Steve Mitchell, Building Official, CG&A, presented the Building Services report. He shared regarding an ongoing project for a sales office at the Related Group project site to be opened late summer. Discussion ensued.

Mayor Tarrant pointed out the Building Department had conducted 63 plan reviews in the month of April.

Mr. Mitchell updated on the status of the office and staffing.

D. Code Compliance

Bernard Pita, Code Enforcement, CG&A, presented his report via Zoom. He noted an increase in the sea turtle lighting patrol, and discussed notices issued.

Vice Mayor Kirdahy asked about courtesy notices included in the report. Mr. Pita explained briefly. He stated photos are also available to match with the notices.

Mr. Serda asked that Mr. Pita provide additional detail on the process for multi-family buildings. Mr. Pita explained.

Commissioner Baldasarre asked whether photos could be included with the initial courtesy notice. Mr. Pita responded briefly. He stated he would add a line to the letter noting photos were available.

Mr. Serda stated he had challenged Mr. Pita and Police Chief Szesnat regarding improvements to the sea turtle lighting patrol and thanked them for stepping up.

Mr. Pita continued to review his report, including vacation rentals, vacant lots, and fire inspection violations.

Mayor Tarrant asked whether the vacation rentals would be coming off the Code Compliance report soon. Mr. Doody stated they would be.

Mr. Serda and Mr. Pita provided additional detail regarding violations triggered by recent fire inspections.

IX. TOWN MANAGER REPORT

A. FDOT State Road A1A Redesign Project – Construction/Mobilization Begins June 17, 2022

Mr. Serda stated mobilization related to the FDOT project would begin the week of June 17, 2022. He explained construction would follow the Town's construction hours and discussed lane closure restrictions. He noted the lanes would be open in case of weather emergency. Continuing, Mr. Serda discussed parking for construction vehicles and stated staging was pending.

B. Update on Town Hall Façade

Mr. Serda provided an update on the Town Hall façade renovation project. He stated continuation of the removal of the soffit would begin once the weather improved. Discussion ensued on the project.

Mr. Serda commended staff on an outstanding storm response while he was out of town attending the Florida City and County Management Association (FCCMA) Conference. He stated all of the procedural items had taken place smoothly.

XI. TOWN ATTORNEY REPORT

Mr. Doody stated lawsuits were still pending concerning certain resident(s) and the Related Group Development project in Town. He noted he had received a call from the Assistant County Attorney, Mr. Scott Andron, regarding scheduling a meeting to discuss Tourist Tax on behalf of the Town. Mr. Doody noted that is a positive response. The meeting will be with staff. However, an invite was extended to Mayor Tarrant.

XII. TOWN COMMISSION COMMENTS/REPORTS

A. Commissioner Jane Reiser

Commissioner Reiser stated she had attended the FDOT meeting at Town Hall and was surprised how few people were present at Town Hall. It was noted several residents attended the online virtual meeting. Relating to the project, she noted the construction hours and days of work are different from those in Deerfield Beach, and those closures would also impact the Town.

B. Commissioner Barbara Baldasarre

Commissioner Baldasarre thanked everyone for their participation in the “Salute to our Veterans and County” initiative with the proud display of USA flags along State Road A1A in recognition of Memorial Day. She noted a large number of the flags were destroyed by the inclement weather and she was putting in a replacement order. She stated a condo forum was scheduled for Thursday (June 9), and Mr. Doody would be sharing an overview of the new State law regarding 40-year building inspections.

C. Commissioner Vicky Feaman

Commissioner Feaman discussed recycling and asked that Commissioner Baldasarre bring forward the subject at the next July Condo Forum. She noted if residents are more aware and mindful of what they’re placing in the bins, it will stop recyclables from going into the trash.

D. Vice Mayor Irene Kirdahy

Vice Mayor Kirdahy provide an update on the recent Metropolitan Planning Organization (MPO) meeting. She stated they had discussed railroad safety at length, and the MPO was doing all they could to add additional warning systems. She noted Broward Sheriff’s Office had recently become a voting member of the organization and discussed the next meeting, scheduled for Thursday (June 9).

E. Mayor Deborah L. Tarrant

Mayor Tarrant shared the recent Coastal Star from Palm Beach County and a story regarding building permit deadlines. Discussion ensued regarding easing regulation of the timeframe for permits. Mr. Mitchell agreed to follow up with additional detail.

Mayor Tarrant discussed a conversation she had regarding standing water on the road and stated the person had shared drainage clogging related to artificial turf in Royal Palm. She expressed concern regarding puddling in front of 1121 Hillsboro Mile and discussed drainage issues related to artificial turf and pavers. She noted raising the road would not be effective in addressing the water issue if ground cover prevented drainage and stated an Ordinance may be necessary.

Mr. Serda stated staff would have the engineers look into drainage concerns. He discussed percolation rates and preparation for standing water.

XIII. PUBLIC COMMENTS

None.

XIV. ADJOURNMENT

Motion made by Commissioner Baldassarre, seconded by Commissioner Feaman, to adjourn the June 7, 2022 Commission meeting at 12:26 p.m. In a roll call vote, the **motion** passed unanimously. (5-0)

ADOPTED THIS _____ DAY OF _____, 2022

By: _____
Deborah L. Tarrant, Mayor

ATTEST:

Sherry D. Henderson, CMC
Town Clerk



WRITTEN PUBLIC COMMENTS

Hand-outs Provided or Presented at Meeting Entered into the Record.

JUNE 7, 2022

Regular Town Commission Meeting

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





PREMO
Premium Mobility Plan
Broward County Transit

Broward County Premium Mobility Plan

Briefing June and July 2022



1

1

Agenda

- **Introductions and overview**
- **PREMO Planning process**
- **Outreach and branding**





2

2

Introductions

	Nicholas Sofoul, AICP Transit Planning Administrator BCT Service & Strategic Planning 11 years of experience - BCT Task Lead for PREMO and manages BCT Strategic Planning, Service Planning, and System Performance Teams		Scott Pringle, AICP WSP director of Florida Transit and Rail division 22 years of experience - Specializes in building transit programs eligible for Federal funding
---	--	--	---




3

3

Premium Mobility Plan



Develop a **30-year vision for premium transit**. Premium transit service is **high-capacity, modern, convenient, attractive, and reliable**.



Meet the objectives of **MAP Broward**.



Develop a **pipeline** of premium transit projects in close coordination with Broward Public Works, Florida Department of Transportation, and Municipal Partners.




4

4

Goals and Objectives

- Improve mobility for all
- Implement equitable transit solutions
- Integrate with and serve communities (land use)
- Enhance economic development and ensure financial sustainability
- Improve safety and security, ensure environmental stewardship




5

5

Planning Process – Initial Network

- 

Starting point for PREMO **analyses**.
- 

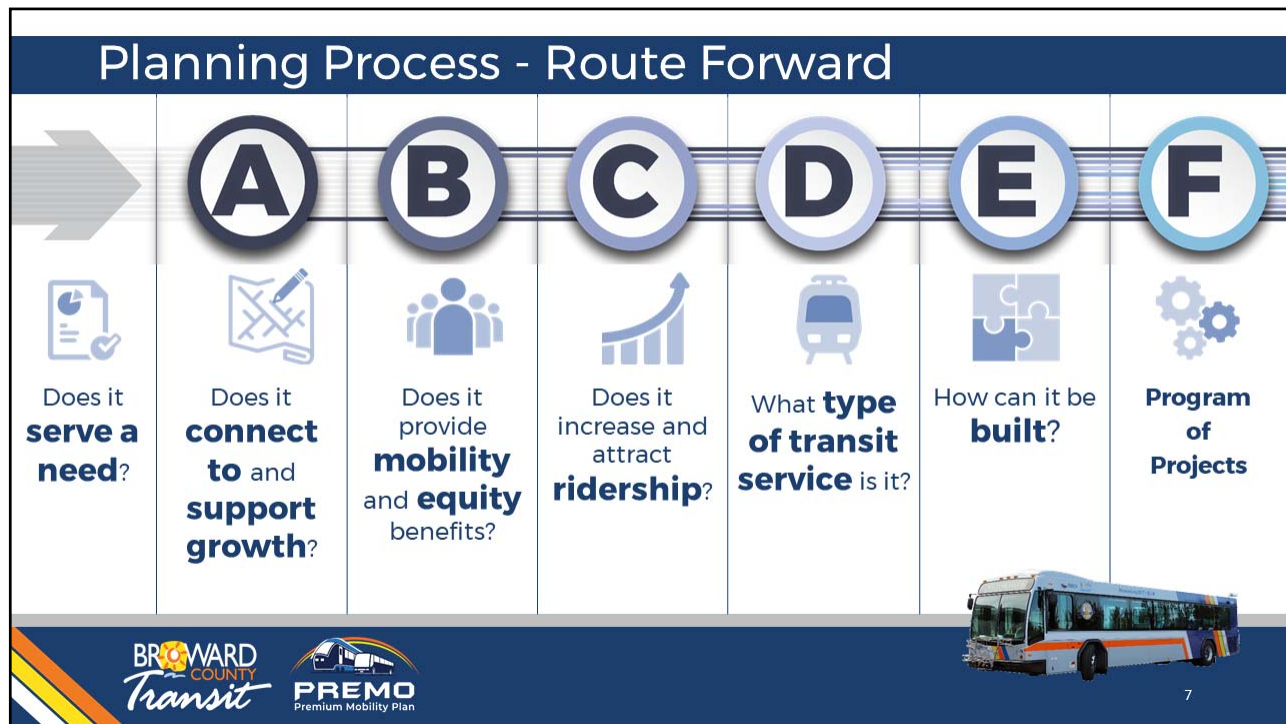
Focus on primary north-south and east-west **arterials**.
- 

Focus on identify a **network** of high-capacity transit projects that **connects** local Broward County Transit services with regional services.

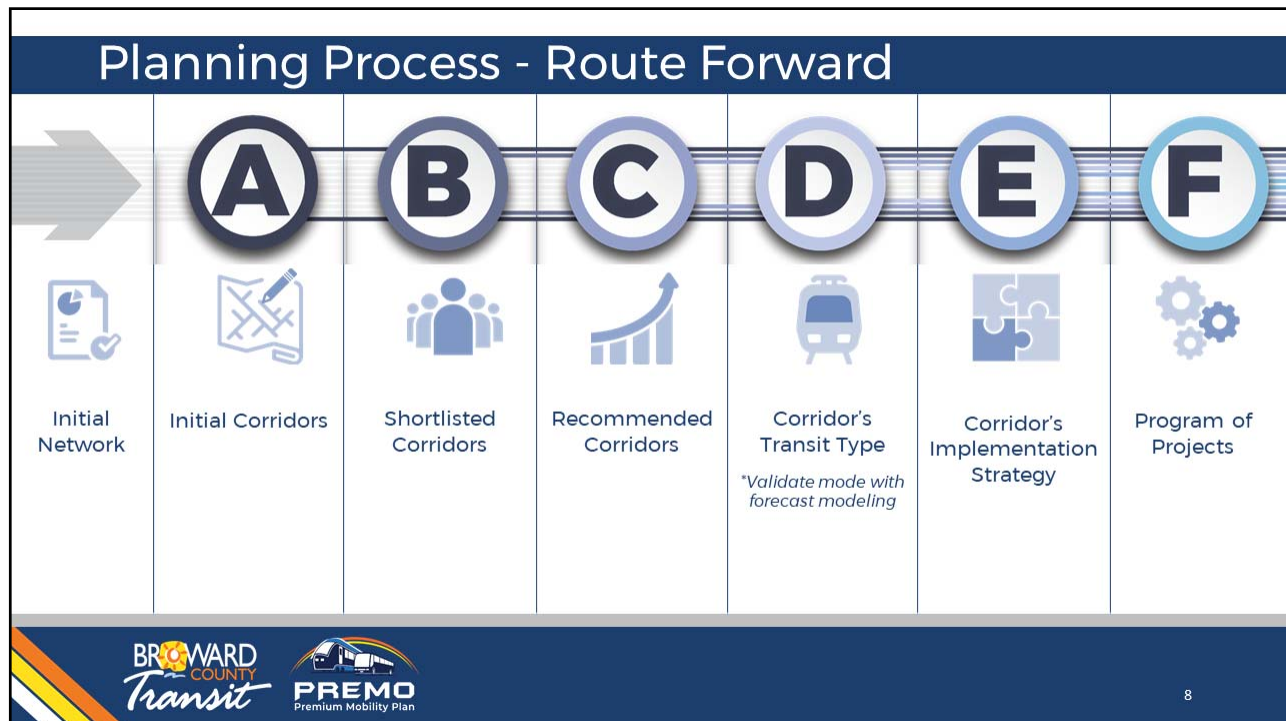



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8

Planning Process - Accelerated Projects

Based on project maturity, such as prior detailed study and preliminary engineering, **two (2)** projects will be **considered for acceleration**.

Will include updates, evaluation of performance, garner consensus, and advance to preliminary design.



9

9

Project Advisory Group (PAG)

Provide project input to the team

Serve as advocates

PAG Role and Responsibilities

Support requests for information, data and/or resources, as appropriate

Meet to review progress



10

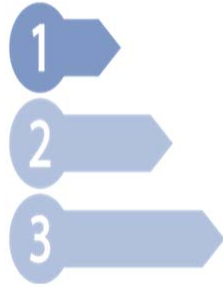
10

Branding

Easy to remember

Speaks to the purpose

Directly ties to BCT



11

11

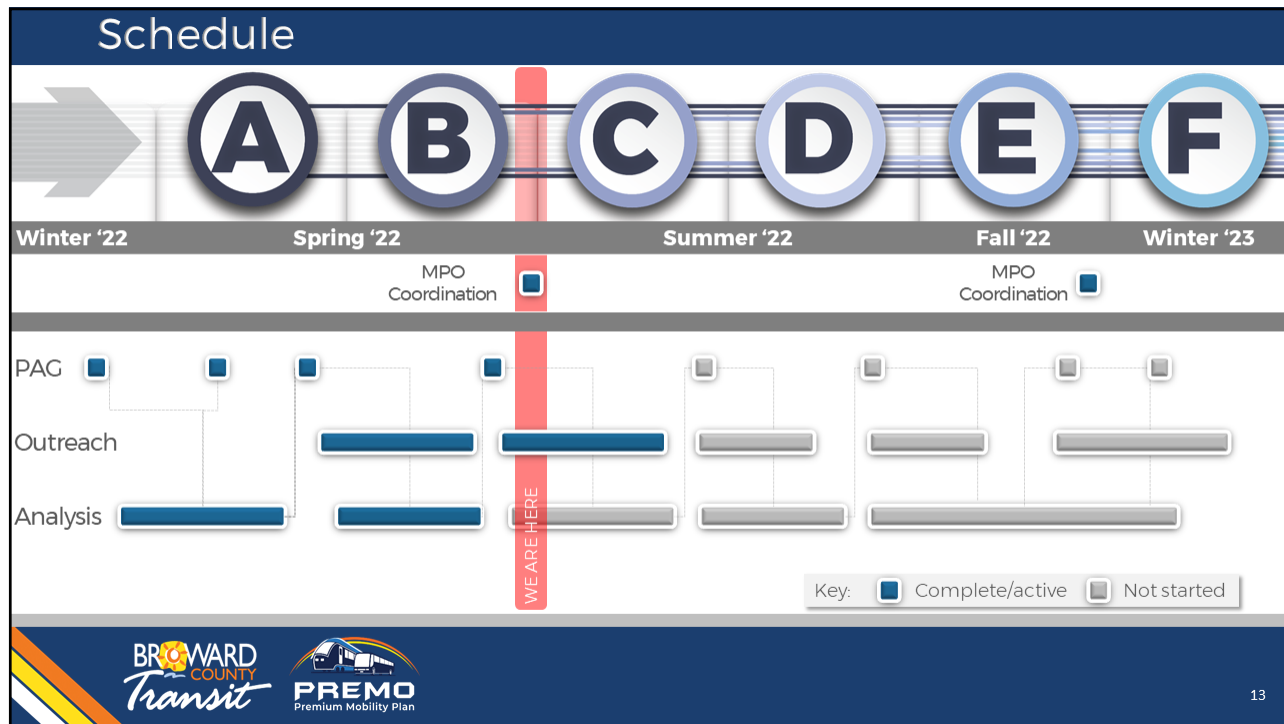
Outreach

- Municipal **briefings**
- Agency **briefings**
- Project **website** and **social media** campaign
- Interactive **project map** (web based)
- Project **videos**
- Public preference **surveys** (in-person and virtual)
- **Tourism** outreach (survey and materials at select locations)
- **Community drop-ins** (community events booth and in person survey)



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Thank You!







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ORDINANCE NO. 2022-____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE TOWN'S LAND DEVELOPMENT CODE BY AMENDING CHAPTER 12 DIVISION 6 BY SPECIFICALLY CREATING SECTION 12-390 ENTITLED "POLITICAL SIGNS"; PROVIDING FOR RESTRICTIONS ON POLITICAL SIGNS BASED ON SIZE, PLACEMENT, AND LIGHTING; PROVIDING PROCEDURES FOR REMOVAL AND ENFORCEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 106.1435, F.S. provides that municipalities may impose more stringent requirements on the usage and removal of political campaign advertisements; and

WHEREAS, the Town Commission hereby finds it is in the best interest of the Town to amend the Town Code of Ordinances, by specifically creating Section 12-390 of the Land Development Code entitled "Political Signs"; and

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

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

Section 2. Chapter 12 Division 6 of the Code of Ordinances is hereby amended to create Section 12-390 entitled "Political Signs" as follows:

Section 12-390. Political Signs

(1) Temporary signs advertising a candidate for public office, or a political campaign, measure or issue scheduled for an election are only permitted subject to the following requirements:

(a) Standards.

1. Temporary political signs shall not exceed six hundred sixteen (616) square inches per sign on any residential property. Furthermore, signs shall only be displayed with the consent of the owner or tenant. No more than one (1) sign per candidate per residential property shall be allowed, unless the

property is on a corner, then the property may have up to two (2) signs per candidate. Double-sided signs shall be considered as one (1) sign. No sign shall exceed three (3) feet from the ground. The maximum height to the top of the sign, including posts, other sign membranes or appendages shall not be more than three (3) feet above the ground in residential areas.

2. Placement on Utility Poles, Trees, Fences, Buildings, or in Public Right-of-Way. No sign, poster, banner or placard of any type shall be affixed, painted, tacked, or nailed to any utility poles, trees, fences, or buildings, or otherwise displayed, placed or located on any state rights-of-way and/or median strips within the Town limits.

3. Illumination Prohibited. Signs or sign posts shall not be illuminated or constructed of a reflective material and shall not contain any signs, streamers, movable items, fluttering, spinning, totaling or similar attention attractors or advertising devices.

(b) Location of Signs. No sign shall be placed, within the property side setback and no sign shall block corner visibility or be located in a required sight visibility triangle. All signs shall be placed and erected in a safe and appropriate manner. No signs shall be permitted on Town property or located in the A-1-A right of way.

(c) Procedures.

1. Removal of Illegal and/or Improper Political Sign. Political campaign signs not posted in accordance with these regulations shall be subject to removal by the candidate, the property owner, or the Town.

2. Time limit: a) Political signs permitted pursuant to this section shall not be placed prior to 30 days of the election to which they are related and shall be removed within 48 hours after the day of the election to which they apply. In the case where there is a primary election, signs shall be allowed 30 calendar days prior to the primary election. This time limit also applies to candidates who do not have an opponent in the primary. Signs may continue to be displayed between the primary election and the final election. b) Other temporary noncommercial signs permitted pursuant to this section shall be allowed only during the times when temporary political signs are allowed.

3. Responsibility for Removal. For purposes of this chapter, each political candidate is responsible for each sign advertising his or her candidacy, regardless of who posted the sign or whether the sign is posted with authorization from the political candidate. The person or persons posting a political candidate's campaign sign shall be regarded as an agent of said candidate.

(2) Violation; Penalty.

(a) The person(s) to be charged with a political sign violation shall be the candidate or the property owner where the sign is located. Notice shall be given to the person(s) described herein of violation. After notice is given, unless access to the sign is restricted, compliance must be achieved within forty-eight (48) hours. If compliance is not achieved within forty-eight (48) hours, a civil citation may be issued by a Code Enforcement Officer.

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

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

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

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

PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, ON FIRST READING, THIS ____ DAY OF ____, 2022.

PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, ON SECOND AND FINAL READING, THIS ____ DAY OF ____, 2022.

By: _____
Deborah L. Tarrant, Mayor

ATTEST:

By: _____
Sherry D. Henderson, CMC, Town Clerk

APPROVED AS TO FORM:

Donald J. Doody, Town Attorney



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: Discussion on the Fair Share Request of \$3,981.00 from the *Area Agency on Aging of Broward County* for Fiscal Year 2022-2023

Submitting Dept: Town Clerk, Sherry Henderson, Town Clerk

Agenda Date: July 12, 2022

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. Area Agency on Aging of Broward County (\$3,981)



Area Agency on Aging of Broward County

Charlotte Mather-Taylor, Chief Executive Officer

June 20, 2022

► RECEIVED ◀

JUN 28 2022

AREAWIDE COUNCIL ON AGING BOARD OF DIRECTORS

John G. Primeau
President

Naushira Pandya, M.D.
1st Vice President

Arthur Birken
2nd Vice President

Representative Evan Jenne
3rd Vice President

Senator Nan H. Rich
Treasurer

David Lieberman
Secretary

Timothy Curtin
Parliamentarian

Pauline Grant
Immediate Past President

Alan B. Brass, C.P.A.
William Edelstein
Malena Mendez
Honorable Ronald Rothschild
Kenneth S. Rubin, Esq.
Manuel Synalovski, AIA
Lisa Zucker, MSW, LCSW

HONORARY BOARD

Audrey Millsaps
Mary Todd
Joel Fass, in Memoriam
Jack Brady, in Memoriam

The Honorable Deb Tarrant
Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, Florida 33062

Dear Mayor Tarrant,

The Areawide Council on Aging of Broward County, Inc., which administers the Aging and Disability Resource Center, is the prime planning, coordinating, funding and advocacy body for projects and services benefitting the needs of over 462,249 year round Broward residents, 60 years of age and over.

Since our incorporation, as a nonprofit 501(c)(3) organization, in 1974, we have utilized a Fair Share Methodology to secure the required match monies from local municipalities and the County Commission.

Each year, the Areawide Council on Aging determines the required match and then develops separate reports for each city or town. The reports include records noting numbers of participants, services rendered, the associated financial costs, and the amount sought to reach the total mandated match.

Since the Federal Older Americans Act and State Community Care for the Elderly Appropriations require a local match, we utilize the base budget and any increases in these funds are reflected in the following year's Fair Share Report. These factors, plus an increase in Broward's population, over 60 years of age, are demonstrated in the Fair Share computations.

We do not employ Alzheimer's Disease Initiative, Home Care for the Elderly, and Respite for Elders Living in Everyday Families figures for compiling the Fair Share Request since the Fair Share figures are developed only to meet mandated Federal and State appropriations. Alzheimer's Disease Initiative, Home Care for the Elderly, and Respite for Elders Living in Everyday Families data are informational only.

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

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

Mayor Tarrant
Town of Hillsboro Beach
June 20, 2022
Page 2

For the 2023 Fair Share request, we are employing the latest population figures provided by the Florida Department of Elder Affairs using U.S. Census Bureau, 2015-2019 American Community Survey 5-Year Estimates.

Our request for 2023 is \$3,981. In 2021, we provided your residents with \$42,736 in services.

For each dollar we are seeking, in match, the Areawide Council on Aging supplied \$10.73 in assistance to your constituents.

We are available to discuss Fair Share and other elder related matters with you at your earliest convenience. Please call our office, at 954-745-9603, to calendar a meeting.

The Areawide Council is well aware of the economic problems being faced by our municipalities and the County. That is a prime reason for our expressing both gratitude and admiration to our elected officials. Because of your perpetually evidenced advocacy, on behalf of your senior constituency and their caregivers, we can, and will continue to partner in order to assure the right of Older Browardians to live their retirement years with merited dignity.

Sincerely,


Charlotte Mather-Taylor
Chief Executive Officer

CMT:cm

cc: Town Commission of Hillsboro Beach
William "Mac" Serda, Town Manager
Stephen Bloom, Finance Director
Sherry D. Henderson, CMC, Town Clerk
Donald J. Doody, Town Attorney

EXPLANATION OF FAIR SHARE

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

FUNDS REQUIRING LOCAL MATCH FOR 2023

Federal Older Americans Act Dollars	\$8,330,673
General Revenue	681,080
State Community Care for the Elderly	<u>7,464,705</u>
	<u>\$16,476,458</u>
Local Matching Dollars Required	\$1,830,717
Elder Abuse Prevention Program	<u>100,000</u>
Total Matching Funds Requested	<u>\$1,930,717</u>

THE FAIR SHARE FORMULA

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

Projected 2023 Broward Total Population 60 and Over	<u>462,249</u>
Representative Fair Share Dollar Amount per Senior Resident 60 or Over: \$1,930,717 divided by 462,249	<u>\$ 4.18</u>

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

Fair Share Request per Senior Resident:			<u>\$ 4.18</u>
City Share Request per Senior Resident:	$\$4.18 \times (2/3)$	=	\$ 2.79
County Share Request per Senior Resident:	$\$4.18 \times (1/3)$	=	<u>\$ 1.39</u>
			<u>\$ 4.18</u>

FAIR SHARE REQUEST FROM HILLSBORO BEACH

Number of Residents over 60 in Your Town	1,427
Fair Share Request per Senior Resident in Your Town	<u>x 2.79</u>

TOTAL FAIR SHARE REQUEST **\$3,981**

In 2021, the Areawide Council provided Your Town with Services Totaling Over: **\$42,736**

Areawide Council on Aging of Broward County



Area Agency on Aging
of Broward County

2021

Services Provided to Senior Citizens

in the

Town of Hillsboro Beach



Program	Service Provided	Clients	Units Provided	Unit Cost	Total Cost
OLDER AMERICANS ACT					
	CONGREGATE MEALS	3	58.00	8.02	465.16
	HEALTH SUPPORT - INDIVIDUAL	3	4.75	40.30	191.42
	HOME DELIVERED DISASTER MEALS	1	5.00	3.35	16.75
	HOME DELIVERED MEALS (III-B)	4	364.00	4.90	1,783.60
	HOME DELIVERED MEALS (III-C1)	6	686.00	4.48	3,073.28
	HOME DELIVERED MEALS (III-C2)	8	1,327.00	4.69	6,223.63
	HOME DELIVERED MEALS (III-D)	3	210.00	4.90	1,029.00
	HOME DELIVERED MEALS (III-E)	1	70.00	4.90	343.00
	HOUSING IMPROVEMENT (III-E)	1	4.00	71.09	284.36
	INFORMATION	*	44.00	9.83	432.52
	IN-HOME SCREENING & ASSESS	3	7.25	74.45	539.76
	RECREATION	*	18.00	25.72	462.96
	REFERRAL (III-B)	*	3.00	65.48	196.44
	TELEPHONE REASSURANCE (III-B)	*	74.00	9.45	699.30
	Program Totals:		2,875.00		\$15,741.18
COMMUNITY CARE FOR THE ELDERLY					
	CASE AIDE	1	0.50	36.02	18.01
	CASE MANAGEMENT	2	10.50	63.85	670.42
	IN-HOME INTAKE	2	4.00	72.80	291.20
	PERSONAL CARE	1	176.00	19.69	3,465.44
	Program Totals:		191.00		\$4,445.07
ALZHEIMER'S DISEASE INITIATIVE					
	CASE AIDE	1	2.50	35.97	89.93
	CASE MANAGEMENT	1	6.75	55.04	371.52
	IN-HOME RESPITE	1	450.00	18.59	8,365.50
	TELEPHONE REASSURANCE	*	3.00	9.45	28.35
	Program Totals:		462.25		\$8,855.30
HOME CARE FOR THE ELDERLY					
	BASIC SUBSIDY	1	6.00	182.45	1,094.70
	CASE MANAGEMENT	1	11.00	63.85	702.35
	Program Totals:		17.00		\$1,797.05

* Client specific information is not captured for these services.

Program	Service Provided	Clients	Units Provided	Unit Cost	Total Cost
LOCAL SERVICE PROGRAM					
	TRANSPORTATION	1	48.00	8.54	409.92
	Program Totals:		48.00		\$409.92
CARES ACT					
	HOME DELIVERED MEALS - COVID	1	14.00	4.90	68.60
	HOME DELIVERED MEALS (III-C)	2	56.00	4.51	252.56
	HOME DELIVERED MEALS (III-E)	1	28.00	5.26	147.28
	HOME DELIVERED MEALS (O-C2)	6	434.00	4.90	2,126.60
	TELEPHONE REASSURANCE (III-B)	*	3.00	9.45	28.35
	Program Totals:		535.00		\$2,623.39
COVID VACCINE ASSISTANCE PROGRAM					
	TELEPHONE REASSURANCE	*	4.00	9.45	37.80
	Program Totals:		4.00		\$37.80
NON-DOEA PROGRAM					
	HOME DELIVERED MEALS	6	2,072.00	4.26	8,826.72
	Program Totals:		2,072.00		\$8,826.72
Totals:			6,204.25		\$42,736.43

*In 2021, our Project Family provided Hillsboro Beach's seniors with \$42,736 in services.
The Aging & Disability Resource Center's 2023 Match Request for Hillsboro Beach is \$3,981.
For every \$1 we are seeking, the Areawide Council on Aging (Area Agency on Aging)
provided Hillsboro Beach with \$10.73 in services.*

Our figures are secured from the annual service cost reports obtained from our Projects.

* Client specific information is not captured for these services.



1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

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

Agenda Item Cover Memo

Agenda Item: Authorization for Acentria Public Risk to represent Town with Employee Benefit Negotiations

Submitting Dept: Town Manager

Agenda Date: June 17, 2022

1. BACKGROUND / HISTORY

Currently the Town uses Employee Benefit Solutions (EBS) as a broker for employer benefits to help the Town with acquiring and analyzing proposals and comparing costs for employee benefits. Payments to the broker are included in the Town's premiums.

2. CURRENT ACTIVITY

The Town has been seeking a broker to provide the same level of proposal analysis of employee benefits, but with an added feature of providing an employee portal to allow employees to view coverage details, make address changes and track related claims. Furthermore, the Acentria portal contains built-in payroll reports to easily report on employee benefit selection and payroll deduction.

3. FINANCIAL IMPACT

No change in financial impact, the broker's commission is embedded in the insurance premiums and does not vary by broker selection.

4. RECOMMENDATION

Commission authorization to execute the attached broker agreement with Acentria is requested.

RESOLUTION NO. 2022-27

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A BROKER'S SERVICES AGREEMENT, A HIPAA BUSINESS ASSOCIATE AGREEMENT AND AN ADDENDUM BETWEEN FOUNDATION RISK PARTNERS, CORP., D/B/A ACENTRIA PUBLIC RISK AND THE TOWN OF HILLSBORO BEACH; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve and authorize the appropriate Town Officials to execute a Broker's Services Agreement, a HIPAA Business Associate Agreement and an Addendum between Foundation Risk Partners, Corp., d/b/a Acentria Public Risk and the Town of Hillsboro Beach.

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

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

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida hereby approves and authorizes the appropriate Town Officials to execute a Broker's Services Agreement, a HIPAA Business Associate Agreement and an Addendum between Foundation Risk Partners, Corp., d/b/a Acentria Public Risk and the Town of Hillsboro Beach. A copy of the above mentioned agreements are attached hereto as composite Exhibit "A".

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

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

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

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

ADOPTED by the Town Commission of the Town of Hillsboro Beach, Florida this ____ day of _____ 2022.

TOWN OF HILLSBORO BEACH, FLORIDA

Deborah L. Tarrant, Mayor

ATTEST:

Sherry D. Henderson, CMC
Town Clerk

RESOLUTION NO. 2022-27
RECORD OF TOWN COMMISSION VOTE:

	<u>YES</u>	<u>NO</u>
MAYOR DEBORAH L. TARRANT	☐	☐
VICE MAYOR IRENE KIRDAHY	☐	☐
COMMISSIONER VICKY FEAMAN	☐	☐
COMMISSIONER BARBARA BALDASARRE	☐	☐
COMMISSIONER JANE REISER	☐	☐



Broker Services Agreement

Prepared For:
Town of Hillsboro Beach

Presented by:
Foundation Risk Partners, Corp. d/b/a Acentria Public Risk

Effective Date: July 1, 2022



Terms and Conditions

This Broker Services Agreement (this “Agreement”) is entered into on July 1, 2022 (“Effective Date”) by and between the Town of Hillsboro Beach, a Florida Government entity with offices at 1210 Hillsboro Mile, Hillsboro Beach, FL 33062 (“Client”), and **FOUNDATION RISK PARTNERS, CORP**, a Delaware corporation, with offices at 1540 Cornerstone Blvd, Ste. 230, Daytona Beach, FL 32117 d/b/a Acentria Public Risk (“FRP”).

WHEREAS, Client has engaged FRP to perform certain services, including but not limited to broker of record services for Employee Benefits Program; and

WHEREAS, this Agreement represents the mutual understanding of Client and FRP regarding the services that FRP will provide to Client.

NOW THEREFORE, in consideration of the terms and conditions set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Services. During the term of this Agreement, FRP agrees to provide Client with the “Services” as described on Exhibit A attached hereto. Client shall appoint FRP as its insurance broker of record. FRP shall have the exclusive right to provide the Services to Client for the term of this Agreement. Any and all Services not contained herein fall outside the scope of this Agreement and if additional services are required, this Agreement shall be amended in writing accordingly prior to the provision of such service.

2. Payment. In consideration for the Services, Client agrees FRP will receive commissions from the carriers as advised in Exhibit B.

3. Term.

3.1 *Term*. This Agreement shall commence on the Effective Date and shall continue for a period of three (3) years, with the option to renew for, upon mutual agreement, for two (2) additional one (1) year periods, unless cancelled by either party at any time with or without cause, upon a thirty (30) day written notice (“Termination Notice”). If FRP and Client, in good faith, continue its business relationship after the above expiration date, the terms of this Agreement will control and continue to be in full force and effect until such time as a new agreement is executed by the parties or the relationship between the parties is otherwise terminated, except FRP shall have the sole discretion to revise the Payment terms. Furthermore, in the event FRP and Client agree to renew and continue its business relationship, unless and until a new agreement is entered into by FRP and Client supplanting the terms of this Agreement in their entirety, the terms of this Agreement, as amended, supplemented or otherwise modified from the date hereof until such time, will control the matters set forth herein.

4. Warranties.

4.1 *Warranties by FRP*. FRP hereby represents and warrants to Client that:

- a. The Services will be performed in a professional and workmanlike manner, consistent with all applicable laws,



required guidelines and industry standards.

b. It will at all times employ current industry standard security protection, compliant with all applicable laws, to prevent unauthorized access to all records, data, documents, images and other information of Client and its employees ("Employee Data Records") and that it shall employ industry standard measures to maintain the strict confidentiality at all times of all Employee Data Records.

c. The Services do not and shall not violate or infringe the copyright, trademark, patent, trade secret, privacy, publicity or reputational rights of any third party.

4.2 Warranties by Client. Client hereby represents and warrants to FRP that:

a. All information provided to FRP by Client in connection with FRP's performance of Services is or will be complete and accurate in all material respects;

b. Use of the information provided by Client to perform the Services will not conflict with or constitute a violation or breach of any contract or other obligation under which Client is bound or any judgment, law, rule, or governmental regulation applicable to Client.

4.3 WARRANTY DISCLAIMERS. Neither party makes any representation or warranty, express or implied, with respect to any Confidential Information. Neither party shall be responsible for any expenses, losses, or actions incurred or undertaken by the other party as a result of the receipt and use by such

party of Confidential Information of the other party. Disclosing party retains all rights to its Confidential Information. No grant or license is made or given hereunder, express or implied, to any trademark, copyright, patent or similar right other than the use of the Confidential Information for the limited Business Purpose. Confidential Information is disclosed "AS IS" under this agreement. This Agreement is not intended, nor shall it be constructed, to create or convey any right in or upon any person or entity not a party to this Agreement

5. Data and Return of Data.

5.1 Data. Client hereby represents, warrants, and covenants that: (i) Client has all rights and authorizations, in compliance with all applicable laws and regulations, to provide the Data (defined below) to FRP and (ii) Client owns all Data and has sole responsibility and liability for the Data under all applicable laws and regulations at all times during Initial Term and any renewal of this Agreement. "Data" means Client's records or files and other related information.

5.2 Return of Data. Upon either (i) completion of the Services or (ii) termination of this Agreement, Client and FRP hereby agree that FRP shall return to the owning party or destroy all copies of the Confidential Information, provided that such destruction is not prohibited by applicable law, rule, court order or other similar process, or a governmental, regulatory or legal authority. A party may return Confidential Information, or any part thereof, to the other party at any time. Notwithstanding the foregoing, the obligation to return or destroy Confidential Information shall not cover (a) Confidential Information that is maintained on routine computer



backup tapes, disks, or other backup storage devices or (b) one copy of Confidential Information that the recipient is required to maintain in accordance with applicable legal, regulatory or record-keeping requirements, provided that such retained Confidential Information is not used or disclosed or, in the case of back-up Confidential Information, otherwise recovered from such back-up devices. The obligation contained in this Section not to use, disclose or otherwise access such retained Confidential Information shall continue in full force and effect, notwithstanding any other termination of this Agreement.

6. Client Responsibilities. Client has sole responsibility and liability for: (a) establishment and operation of its plans; (b) construing and interpreting the provisions of its plans; (c) deciding all questions of fact arising under its plans; and (d) all fiduciary decisions relating to its plans.

7. Remedies. Without prejudice to any other remedies to which Client may be entitled at law or in equity, in the event of a breach of FRP's warranty under Section 4.1, Client shall provide FRP written notice of non-conforming services within fifteen (15) days of the non-conforming services being performed. If adequate notice was provided to FRP, FRP shall promptly re-perform the non-conforming Services at no additional cost so as to make the Services comply with its representations, warranties and covenants of Section 4.1. If FRP should fail to promptly re-perform the Services, Client shall not be obligated to pay for any such deficient Services to the extent they are not re-performed, and shall be entitled to: (i) recover any fees already paid to FRP for such deficient Services to the extent they were not re-performed, provided however, no refund shall be given for any Services which were performed or

have been re-performed in compliance with FRP's representations, warranties and covenants of Section 4; and (ii) retain any deliverables resulting from such deficient Services if and only to the extent Client pays all fees for any Services in connection with such deliverables regardless of whether the Services were performed in compliance with FRP's representations, warranties and covenants of Section 4.

8. Authority; Compliance with Laws. Each party represents, warrants and covenants to the other party that (i) it has the authority to enter into this Agreement and to perform all of its obligations hereunder; (ii) FRP and each of FRP's employees, contractors, and subcontractors who perform Services hereunder ("FRP Personnel") have not previously entered into any agreement that would restrict any of such persons in the performance of Services; and (iii) each party shall comply with all applicable foreign and United States federal, state and local laws, rules and regulations in its performance of this Agreement.

9. Sufficient Rights; Non-Infringement. FRP represents, warrants and covenants to Client that (i) it has sufficient rights to perform the Services on behalf of Client; and (ii) the Services, when performed and used in accordance with the terms and conditions of this Agreement, do not and shall not infringe upon or otherwise violate or misappropriate any Intellectual Property Rights of any third party. "Intellectual Property Rights" means copyrights, patents, trademarks, trade secrets, and other intellectual property rights.

10. Publicity; Use of Trademarks. Nothing herein shall be interpreted as granting either party a right or a license to use the trade name, word mark or the trademark of the other party for any reason. Any use of such information must be obtained in writing from the other party.



11. Relationship of the Parties. Client and FRP are independent contracting parties. This Agreement shall not create a relationship of principal and agent, partners, joint venturers, or employer and employee.

12. Confidentiality.

12.1 Definition. "Confidential Information" includes all trade secrets (as defined by Florida law), business information, technical data, or know-how, including, but not limited to, that which relates to a disclosing party's research, hardware, insurance information (including insurance data, premium and policy information, premium spend, broker and insurer information, insurance coverage amounts and limits, historical losses, asset related information), products and services, clients, customers, tenants and tenant financial information, software products, technology, data, data models, data processing systems and techniques, product roadmap, product platforms, solutions, technical information, trades secrets, business plans, business models and related documentation, support, and services, financial information and other confidential and proprietary information not made available to the general public by disclosing party furnished after the date of this agreement, analyses, compilations, summaries or other documents prepared by the recipient party containing or based upon any such information, copies of any of the foregoing regardless of its form or medium (oral, written, stored in computers, machine readable, electronic or other) ("Confidential Information"). Each party (the "Recipient") acknowledges that it has or may be exposed to Confidential Information of the other party (the "Disclosing Party"), whether or not the Disclosing Party expressly designates any such information to be Confidential Information. Confidential Information shall not include any information (a) that is or becomes publicly known

without any breach hereof by the Recipient, (b) that was known to the Recipient prior to any disclosure to it by the Disclosing Party, as shown by the Recipient's written records, (c) that is rightfully received by the Recipient from a third party who is not bound by a confidentiality obligation to the Disclosing Party, (d) that is independently developed by the Recipient without using any of the Confidential Information of the Disclosing Party, or (e) that is required to be disclosed by law.

12.2 Restrictions. Each party forever agrees to hold in confidence and not disclose or utilize for its own or anyone else's benefit any Confidential Information except as necessary in connection with the Services, or as required pursuant to the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction. Except as expressly authorized herein or in a separate writing signed by the Disclosing Party, the Recipient shall not use, commercialize or disclose any Confidential Information to any person or entity, except to its own employees or agents having a "need to know" (and who themselves are bound by similar non-disclosure restrictions for purposes of this Agreement), and to such other recipients as the Disclosing Party may approve in writing in advance, provided that all such other recipients shall have first executed the Non-Disclosure Agreement attached hereto as Exhibit C. Each party shall also ensure that all of its officers, directors, employees and independent contractors abide by the terms of this Agreement. The Non-disclosing Party shall protect all Confidential Information of the Disclosing Party from disclosure and unauthorized use in the same manner that it protects its own proprietary and confidential information of like nature, but in no event shall such standard of care be less than reasonable care. The Non-disclosing Party shall not copy the Disclosing Party's Confidential Information without the Disclosing Party's prior



written consent except as necessary to perform its obligations under this agreement and to maintain a record of the Confidential Information exchanged pursuant to this agreement, and shall immediately notify the Disclosing Party in the event of any unauthorized use or disclosure of the Disclosing Party's Confidential Information. However, any Confidential Information that is required to be disclosed pursuant to a requirement of a governmental agency or law of the United States of America or a state thereof, or any governmental or political subdivision thereof, may be disclosed, but only to the extent required so long as the party required to disclose the information provides the other party with timely prior notice of such requirement and an opportunity to oppose the disclosure. The parties further agree that each party is and shall remain; the exclusive owner of all of its respective Confidential Information and no license or conveyance of any rights to any Confidential Information is granted or implied under this Agreement. Upon the termination of this Agreement, the parties shall return all Confidential Information to its respective owner.

12.3 Survival. The provisions of this Section 12 shall survive any termination of this Agreement.

13. Indemnification.

13.1 General; Personal Injury; Damage to Personal Property. FRP and Client shall each indemnify (a party providing indemnification pursuant to this Article 13 referred to as an "Indemnifying Party") and hold the other party (a party seeking indemnification pursuant to this Article 13 referred to as an "Indemnified Party"), its officers, employees and agents harmless against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injuries or direct damages (not including consequential or punitive damages)

arising out of the Indemnifying Party's performance of this Agreement, but only in proportion to and to the extent such liability, loss or expense, attorney fees, or claims for injury or direct damages are caused directly by or resulting from the negligent or intentional acts or omissions of the Indemnifying Party, its officers, employees or agents. The Indemnified Party will provide the Indemnifying Party written notice within thirty (30) days of receiving notice of a claim potentially giving rise to indemnification hereunder and will provide the Indemnifying Party an opportunity to control the defense of such claim. Notwithstanding the foregoing, the Indemnifying Party shall not make any settlement of any claim on behalf of the Indemnified Party without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld or delayed.

13.2 Non-Infringement. FRP and Client shall each indemnify, defend and hold harmless each other from and against any and all claims relating to, or arising out of, any claim alleging that the Services or any deliverable, or the use of any part thereof, when used in accordance with the terms and condition of this Agreement infringes, misappropriates or violates any Intellectual Property Rights of a third party, except to the extent (i) that either party is determined by a court of competent jurisdiction to be responsible for the incident that resulted in such claims, or (ii) such claims result directly from gross negligence or willful misconduct. Both parties shall cooperate as reasonably requested and shall provide any information in its possession with respect to such claims and will provide prompt notice of such claims.



13.3 *Breach of Confidentiality or Security Requirements.* Each party shall indemnify, defend and hold harmless each other from and against any and all claims relating to, or arising out of, any breach of Section 12 (Confidentiality), except to the extent (i) either party is determined by a court of competent jurisdiction to be responsible for the incident that resulted in such claims, or (ii) such claims result directly from gross negligence or willful misconduct. Both parties shall cooperate as reasonably requested and shall provide any information in its possession with respect to such claims and will provide prompt notice of such claims.

14. Limitation of Liability.

14.1 SUBJECT TO SECTION 14.2, EITHER PARTY'S CUMULATIVE LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ALL CAUSES OF ACTION, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE (INCLUDING THIRD PARTY CLAIMS), SHALL BE LIMITED TO AND NOT EXCEED PROVEN DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED THE AMOUNT PAID OR TO BE PAID BY CLIENT PURSUANT TO THIS AGREEMENT, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.2 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, OR INDIRECT DAMAGES, OR ANY AMOUNTS REPRESENTING LOSS OF REVENUES, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE, LOST OR DAMAGED DATA, INTERRUPTION OF BUSINESS ARISING OUT OF THIS AGREEMENT, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. Miscellaneous.

15.1 *In General.* The parties, without further consideration of any kind, shall each execute and deliver, or cause to be executed and delivered, such other instruments, and take, or cause to be taken, such other action, as shall reasonably be requested by the other party hereto to more effectively carry out the terms and provisions of this Agreement.

15.2 *Amendment.* This Agreement may not be modified or amended except in writing and duly signed by an authorized representative of each party.

15.3 *Governing Law.* The construction, interpretation and performance of this Agreement, and the transactions under it, shall be governed by and construed in accordance with the laws of the State of Florida, excluding its conflict of laws and choice of law rules, and jurisdiction over any action to enforce this Agreement, or any dispute arising from or relating to this Agreement shall subsist solely in the state and/or federal courts located within the State of Florida.

15.4 *Force Majeure.* Neither FRP nor Client shall be held responsible for any delay or failure in performance under this Agreement arising out of causes beyond its control, or without its fault or negligence. Such causes may include, but are not limited to, fires, terrorist acts, strikes, embargoes, shortages or supplies of raw materials, or components or finished goods, acts of God, acts of regulatory agencies or national disasters.

15.5 *Notices.* All notices, requests, demands, claims and other communications hereunder ("Notices") shall be in writing. Any Notice hereunder shall be deemed duly given (i) upon



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receipt if delivered in person; (ii) upon the third business day after being sent if sent by registered or certified mail, return receipt requested with postage thereon prepaid; or (iii) on the next business day if sent by Federal Express or similar overnight courier service; in each case addressed to HIP or to Client at the addresses listed below:

Address for Notices to FRP:

Tom Leek
Chief Legal Officer
Foundation Risk Partners
d/b/a Acentria Public Risk
1540 Cornerstone Blvd, Ste. 200
Daytona Beach, FL 32117
kpowers@foundationrp.com

Address for Notices to Client:

ATTN: William "Mac" Serda, Town Manager
Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, FL 33062

15.6 Attorney's Fees. In the event of a dispute concerning the terms of this Agreement, any claims arising from this Agreement, or arising out of the relationship created by this Agreement, the prevailing Party, as determined by the court or arbiter, shall be entitled to recover, in addition to any other remedy obtained, (i) all attorneys' and paralegals' fees incurred in the investigation and preparation of issues related to the dispute, including investigation and preparation for trial and in the trial and appellate proceedings, and (ii) all statutory costs. The prevailing party shall be that

party which shall have prevailed on a majority, but not necessarily all, of the material issues which were adjudicated in such proceeding.

15.7 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall not affect the validity or enforceability of the balance of the Agreement or of the offending term or provision in any other situation or jurisdiction.

15.8 Waiver. The failure of either party hereto to enforce any right under this Agreement shall not be construed to be a waiver of that right, or of damages caused thereby, or of any other rights under this Agreement

15.9 Counterparts. This Agreement may be executed in any number of counterparts, which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page by facsimile or electronic means shall be effective as delivery of a manually executed counterpart.

16.0 Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and no terms, conditions or provisions other than those expressly contained herein shall be deemed to be part of this Agreement. This Agreement supersedes any and all prior agreements, covenants, arrangements, communications, representations and/or warranties with respect to the subject matter of this Agreement.

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Exhibit A – Services

Scope of Services

The Insurance benefit plans include the following:

- Health
- Dental
- Vision
- Basic Group Life
- Accidental Death & Dismemberment

Specific responsibilities includes but are not limited to the following services:

- **Advise on benefits administration and enrollment technology platforms** as well as our personal team support to aid employees in decision-making as well as day-to-day and annual benefits administration.
- **Online Enrollment and HRIS System with Employee Navigator**
- **COBRA Administration Services**
- **Review current employee benefits program performance.**
- **Develop a renewal plan and timeline** that meets the Town's annual and long-term objectives and mitigates risk and cost increases.
- **During the plan marketing phase, prepare RFPs to obtain competitive quotes from carriers and other vendors, and serve as the contact during the bidding process every year.**
 - **Evaluate vendors** and carriers to determine conformity to contracts, performance guarantees, costs and provisions.
 - **Negotiate** with carriers and other benefit program providers on your behalf; evaluate new contracts.
 - **Evaluate your demographics** and develop voluntary benefits product recommendations to fill gaps in core coverages and assist in the management of these benefit products (if needed).
- **Benchmark medical plan costs** and employee contributions against employers of similar size in your industry and region.
- **Support open enrollment** with insurance experts and presentations; provide benefit Reference guides and updates to existing plans as needed.
- **Deliver a new-client onboarding compliance assessment** that identifies immediate areas of non-compliance (if applicable) and rectify these issues.



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- **Deliver comprehensive compliance support** from our in-house experts, including a detailed compliance service calendar with activities and key dates to keep your plans in compliance year after year.
- Provide **oversight and guidance on legislative issues** and pending or new legislation.
- **Provide access to** in-house compliance experts to answer your questions as they occur.
- **Communicate ongoing regulatory guidance** in a timely manner with actionable guidance.
- **Provide a dedicated team of employee advocates** who will answer your members' questions and resolve benefit issues on their behalf.
- **Design and deliver targeted communications campaign** that promote employee engagement, program cost control and benefits consumerism.
- Advise your organization on **wellness and disease management best practices** and assist in the design of campaigns to guide employees to take personal responsibility for their wellness.



Exhibit B - Pricing

Acentria Public Risk will be compensated by regular commissions from the Town's insurance carriers.



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Client Acknowledgement

Please confirm your understanding of the letter agreement by executing two (2) original copies of this document and returning it to us at the address indicated in the letter within ten (10) business days.

TOWN OF HILLSBORO BEACH

_____	_____
Signature of Authorized Representative	Date

Print Name of Authorized Representative	

Title of Authorized Representative	

FOUNDATION RISK PARTNERS, CORP. d/b/a ACENTRIA PUBLIC RISK

_____	_____
Signature of Authorized Representative	Date
_____	_____
Print Name of Authorized Representative	License No.

Title of Authorized Representative	

HIPAA Business Associate Agreement

between

Foundation Risk Partners, Corp., dba Acentria Public Risk

and

Town of Hillsboro Beach

BUSINESS ASSOCIATE AGREEMENT

This **BUSINESS ASSOCIATE AGREEMENT** (the “Agreement”) is entered into this July 1, 2022, by and between the **Town of Hillsboro Beach** (hereinafter the “Covered Entity”), and **FOUNDATION RISK PARTNERS, CORP.**, Acentria Public Risk (hereinafter the “Business Associate”).

WHEREAS, This Agreement is intended to comply with the applicable provisions of 45 CFR Parts 160 and 164, subparts A and E (the “Privacy Rules”) and 45 CFR Parts 160 and 164, subpart C (the “Security Rules”), issued pursuant to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), as supplemented and amended by the privacy provisions of Subtitle D of the American Recovery and Reinvestment Act of 2009, Public Law 111-005, at 42 U.S.C. §17921 et seq (“ARRA”) and regulations promulgated thereunder by the U.S. Department of Health and Human Services (“HHS”), which statute and regulations collectively may be referred to as “HITECH.”;

WHEREAS, Covered Entity is a group health plan as defined in 45 CFR 160.103;

WHEREAS, Business Associate is an insurance broker that provides consulting services to plan sponsors and group health plans on matters related to employee benefits;

WHEREAS, Business Associate has been retained by the Covered Entity to perform a function or activity on behalf of the Covered Entity and Business Associate recognizes that in the course of performing services for the Covered Entity, it will have access to, create, and/or receive from the Covered Entity Protected Health Information (“PHI”) relating to health plans of the Covered Entity, which PHI shall be the property of the Covered Entity. For purposes herein, PHI shall be limited to the information created or received from the Covered Entity or on its behalf by Business Associate. Whenever used in this Agreement, other capitalized terms shall have the respective meaning set forth below, unless a different meaning shall be clearly required by the context. In addition, other capitalized terms used in this Agreement, but not defined herein, shall have the same meaning as those terms are defined in the Privacy Rules and Security Rules or in HITECH;

WHEREAS, Covered Entity desires to receive satisfactory assurances from the Business Associate that it will comply with the obligations required of business associates by the HIPAA Privacy and Security Rules; and

WHEREAS, the parties wish to set forth their understandings with regard to the use and disclosure of PHI by the Business Associate in performance of its obligations.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties hereby agree as follows:

1. **Definitions:** For purposes of this Agreement:
 - a. “Applicable Law” will include HIPAA, the Privacy and Security Rules, and HITECH, as amended and in effect from time to time. Applicable Law may include any state privacy laws specifically made applicable to this Agreement pursuant to any addendum added to this Agreement and expressly incorporating this Agreement, as agreed to by the parties from time to time.

- b. “Business Associate” will include the Business Associate and all successors and assigns, affiliates, subsidiaries (as applicable), and related companies of the Business Associate, including any contract service providers retained by the Business Associate to assist in its performance of services for the Covered Entity.
- c. “Designated Record Set” will have the same meaning given to the term “designated record set” in 45 C.F.R. § 164.501.
- d. “Discovery” means that a Breach becomes known, or should reasonably have become known, to the Business Associate (including any person, other than the individual committing the breach, that is an employee, officer, or other agent of the Business Associate), and the Discovery is deemed to have occurred on the first day such Breach was so known or should reasonably have been so known, in accordance with Section 13402(c) of the ARRA and 45 C.F.R. § 164.410(a)(2).
- e. “Individual” will have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and will include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- f. “Privacy Rule” will mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.
- g. “Protected Health Information” (“PHI”) will have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by the Business Associate from, on behalf of or otherwise in connection with its services for the Covered Entity.
- h. “Representative” will include the Business Associate’s officers, directors, designated authorized employees, managing members (as applicable), trustees, general partners (as applicable), Subcontractors and financial and legal advisors.
- i. “Required by Law” will have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
- j. “Secretary” will mean the Secretary of the U.S. Department of Health and Human Services or such official’s designee.
- k. “Breach” means, as provided under Section 13400(1) of ARRA and 45 C.F.R. § 164.402, the unauthorized acquisition, access, use or disclosure of PHI which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. Breach does not include:
 - 1. Any unintentional acquisition, access or use of PHI by an employee or individual acting under the authority of a Covered Entity or Business Associate if:
 - a) Such acquisition, access or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the Covered Entity or Business Associate; and

- b) Such information is not further acquired, accessed, used or disclosed by any person;
 - 2. Any inadvertent disclosure from an individual who is otherwise authorized to access PHI at a facility operated by a Covered Entity or Business Associate to another similarly situated individual at the same facility; and
 - 3. Any such information where the Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- l. "Security Rules" will mean the Rules on Security Standards at 45 C.F.R. Part 160 and Part 164, Subpart C as they apply to electronic PHI.
 - m. "Subcontractor" will have the same meaning as the term "subcontractor" in 45 CFR § 164.103.
 - n. "Transaction" will have the same meaning as the term "transaction" in 45 CFR § 164.103.
 - o. "Unsecured PHI" means, in accordance with Section 13402(h) of ARRA and 45 C.F.R. § 164.402, PHI that is not secured through the use of technology or methodology specified by guidance in HITECH from time to time, but absent such guidance, then Unsecured PHI shall mean PHI that is not secured by a technical standard that is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute, which standard renders the PHI unusable, unreadable or indecipherable to unauthorized individuals.

2. **Confidentiality.** At all times, both during and after the termination of its relationship with the Covered Entity for any reason, the Business Associate and its Representatives will not use, disclose, or give others any of the PHI in any manner whatsoever, except as provided in Sections 3 and 4 of this Agreement, and as consistent with Applicable Law, and will hold and maintain the PHI in confidence or destroy PHI if feasible.

3. **Permitted Uses and Disclosures by Business Associate.**

a. Except as otherwise limited in this Agreement or by Applicable Law, the Business Associate may use or disclose PHI on behalf of, or to provide services to, the Covered Entity for the purposes set forth in its service agreement with the Covered Entity or as otherwise set forth on Appendix A. Notwithstanding the foregoing, Covered Entity will not request that Business Associate use or disclose PHI in any manner that would not be permissible under Applicable Law if such disclosure or use were done by the Covered Entity itself.

b. The Business Associate further agrees to document any disclosures of PHI and the information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528, and to provide such documentation to the Covered Entity upon request and in the time and manner directed by Covered Entity.

c. In the event that Business Associate maintains PHI in a Designated Record Set in paper or electronic form, Business Associate agrees to provide access to such PHI that it maintains in a Designated Record Set to the Individual to whom the PHI relates at the request of Covered Entity in accordance with 45 CFR § 164.524, in the time and manner directed by Covered Entity.

Furthermore, at the request of Covered Entity, Business Associate agrees to make amendments to PHI that it maintains in a Designated Record Set as directed by Covered Entity and to incorporate any amendments to PHI in accordance with 45 CFR § 164.526, in the time and manner directed by Covered Entity.

d. The Business Associate will require Subcontractors who create, receive, maintain or transmit PHI on behalf of the Business Associate, to have a written agreement with the Business Associate, to comply with the provisions of the Security Rule and apply the same restrictions, requirements, and conditions that apply to the Business Associate with respect to PHI.

e. The Business Associate may disclose PHI to its agents, and other Representatives with a bona fide need to know such PHI, but only if, prior to such disclosure, such Representatives provide reasonable assurances in writing that they will agree to the same restrictions and conditions that apply to the Business Associate with respect to such PHI, and only to the extent directly related to and necessary for the performance of services for the Covered Entity.

f. The Business Associate and its Representatives shall (i) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI (including electronic PHI) that it creates, receives, maintains, or transmits on behalf of the Covered Entity; (ii) to use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement or as required by law, as required by 45 C.F.R. § 164.504(e)(2)(ii)(B); (iii) report to the Covered Entity any security incident, complaint, governmental investigation or legal process of which it becomes aware concerning PHI (including electronic PHI); and (iv) access, use and disclose PHI only to the minimum extent necessary to provide services to the Covered Entity and meet its legal obligations.

g. The Business Associate shall not use or disclose Genetic Information for underwriting purposes as prohibited by the HIPAA rules.

h. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to provide data aggregation services to Covered Entity.

i. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate. Business Associate may disclose PHI for such purposes provided that (i) such disclosures are required by law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

j. To the extent Business Associate is to carry out one or more Covered Entity obligations under 45 C.F.R. Part 164 Subpart E, Business Associate shall comply with the requirements of that Subpart that apply to the Covered Entity in the performance of such obligation.

4. **Required Disclosures and Use.** The Business Associate may disclose the PHI revealed to it by the Covered Entity if and to the extent that such disclosure is required pursuant to Applicable Law. Further, the Business Associate agrees to make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of the Covered Entity available to the Secretary, as requested by the Covered Entity or designated by the Secretary, for purposes of the Secretary determining the Covered Entity's compliance with Applicable Law. No attorney-client or

other legal privilege or the work product rule shall be deemed to have been waived by virtue of this obligation.

In the event that Business Associate receives a subpoena or similar notice or request from any judicial, administrative or other party arising out of or in connection with this Agreement, including, but not limited to, any unauthorized use or disclosure of PHI, Business Associate shall promptly forward a copy of such subpoena, notice or request to Covered Entity and afford Covered Entity the opportunity to exercise any rights it may have under law.

5. **Required Notice to the Covered Entity.** The Business Associate will report to the Covered Entity any use or disclosure of PHI otherwise than as provided by this Agreement as promptly as practicable and not more than fourteen (14) days after becoming aware of such use or disclosure of such PHI. Business Associate shall make reasonable efforts, and cooperate with the Covered Entity, to mitigate any harmful effects arising from any improper use and/or disclosure of PHI.

6. **HITECH Obligations.** Business Associate acknowledges and agrees that, as of the applicable effective dates for such provisions, Business Associate shall comply with each provision of the American Recovery and Reinvestment Act of 2009 (“ARRA”) that extends a HIPAA Privacy Rule or Security Rule requirement to business associates of HIPAA covered entities.

In particular, but without limitation, Business Associate:

a. Shall report to Covered Entity any Breach of Unsecured PHI without unreasonable delay and, in no case, more than fourteen (14) days after Discovery to the Covered Entity’s Privacy Officer. Business Associate will treat a Breach of Unsecured PHI as being discovered in accordance with 45 CFR § 164.410. If a delay is requested by law enforcement in accordance with 45 CFR § 164.412, a delay in notifying the Covered Entity is permissible for the applicable time period requested by law enforcement. The Business Associate’s report regarding a Breach of Unsecured PHI will include the following:

1. Identifying the nature of the breach (including the date of the breach discovery of the breach and a description of how the breach occurred).
2. Identify the type of PHI that was involved in the breach.
3. Identify the corrective action or investigation action the Business Associate took of will take to prevent future breaches, and/or mitigate harmful effects, and to protect against breaches.
4. Provide other required information, including a written report and risk assessment under 45 CFR § 164.402.

The parties agree that the Business Associate may provide notice to individuals and/or any governmental agencies (including but not limited to the US Department of Health and Human Services Office of Civil Rights) in the event of a HIPAA breach, at Covered Entity’s sole discretion.

b. Shall not directly or indirectly receive remuneration in exchange for any PHI of an individual without Covered Entity’s prior written approval and notice from Covered Entity that it has obtained from the individual a valid authorization that includes a specification of whether the PHI can be further exchanged for remuneration by Business Associate. The foregoing shall not apply to Covered

Entity's payments to Business Associate for services delivered by Business Associate to Covered Entity.

7. Obligations of Covered Entity.

a. Covered Entity shall notify Business Associate of any limitation(s) in its privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

c. Covered Entity shall notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to with any Individual in accordance with 45 CFR § 164.522, and any changes thereto, to the extent that such restriction or change may affect Business Associate's use or disclosure of PHI.

d. Covered Entity shall comply with Applicable Law regarding its access to, handling and disclosure of PHI, and shall not ask the Business Associate to make any uses or disclosures of PHI that are not permitted by Applicable Law.

8. Disclosure to Employees of the Parties. The Covered Entity and the Business Associate have listed their respective HIPAA Privacy Officers below. Except with respect to required disclosures under Section 4, above, the parties acknowledge and agree that all PHI transferred between them shall only be transmitted between such employees or other designated persons (for proper purposes and by such means) as are duly authorized to handle such PHI under the HIPAA privacy policies and practices of each respective party. Any questions regarding who is authorized to handle PHI on behalf of a party shall be directed to the Privacy Officer of that party.

The Privacy Officer of the Covered Entity is **Linda Connors**.

The Privacy Officer of the Business Associate is **Alex Doberstein**.

Any change in such Privacy Officer shall be promptly communicated in writing to the other party by either the outgoing or incoming Privacy Officer or by an officer of that party. If the Covered Entity or Business Associate so desires, or upon request of the other party, it may provide a written list identifying which personnel are authorized under its privacy policies and practices to transmit PHI to the other party, receive PHI from the other party, or direct the other party with respect to PHI. Any such list shall be duly updated in writing to the other party promptly as it changes.

9. Term/Termination.

9.1 Term.

This Agreement shall be effective as of the later of (i) the effective date of this Agreement, (ii) such later effective date, as permitted under the Privacy Rule, or (iii) the date first set forth above, and shall terminate as provided in Section 9.2 hereof, or upon thirty (30) days written notice by the Covered Entity or the Business Associate.

9.2 Termination for Cause.

Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, the Covered Entity may, at its sole discretion:

- a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and any service agreement between the parties if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
- b. Terminate this Agreement and any service agreement between the parties if Business Associate has breached a material term of this Agreement and cure is not possible.

9.3 Effect of Termination.

a. Upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI (in all forms) received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of Subcontractors, agents or other Representatives of Business Associate. Business Associate shall retain no copies of the PHI.

b. In the event that Business Associate determines that returning or destroying certain PHI is infeasible, Business Associate shall retain that PHI and provide to Covered Entity written notification of the conditions that make such return or destruction infeasible. Business Associate will continue to extend the protections of this Agreement to such retained PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI.

10. **No Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies or obligations whatsoever.

11. **Successors and Assigns.** This Agreement and each party's obligations hereunder will be binding on the representatives, assigns, and successors of such party and will inure to the benefit of the assigns and successors of such party; provided, however, that the rights and obligations of the Business Associate hereunder are not assignable

12. **Notices.** All notices, requests, consents and other communications hereunder will be in writing, will be addressed to the receiving party's address set forth below, or to such other address as a party may designate by notice hereunder, and will be deemed to have been delivered when either (i) delivered by hand, (ii) made by facsimile transmission, (iii) sent by overnight courier, (iv) sent by registered or certified mail, return receipt requested, postage prepaid, or (v) when the recipient of an electronic mail acknowledges receipt of the electronic mail.

If to the Covered Entity:

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

If to the Business Associate: Foundation Risk Partners, Corp., d/b/a
Acentria Public Risk
1540 Cornerstone Blvd., Suite 230
Daytona Beach, Florida 32117

Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement will affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement.

13. **Modifications and Amendments.** Business Associate and Covered Entity agree to take such action as is necessary to amend this Agreement from time to time to enable Covered Entity to comply with the requirements of the Privacy Rules, the Security Rules and HITECH. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by the parties hereto and any such amendment will comply with the requirements of Applicable Law.

14. **Severability.** The parties intend this Agreement to be enforced as written. However, (i) if any portion or provision of this Agreement will to any extent be declared illegal or unenforceable by a duly authorized court having jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, will not be affected thereby, and each portion and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (ii) if any provision, or part thereof, is held to be unenforceable because of the duration of such provision, the Covered Entity and the Business Associate agree that the court making such determination will have the power to reduce the duration of such provision, and/or to delete specific words and phrases, and in its reduced form such provision will then be enforceable and will be enforced.

15. **Interpretation.** The parties hereto acknowledge and agree that both (i) the rule of construction to the effect that any ambiguities are resolved against the drafting party and (ii) the terms and provisions of this Agreement, will be construed fairly as to all parties hereto and not in favor of or against a party, regardless of which party was generally responsible for the preparation of this Agreement. Any ambiguity in this Agreement shall be resolved in favor of a meaning that furthers compliance with Applicable Law. The parties agree to amend this Agreement from time to time as necessary for the parties to comply with the requirements of Applicable Law.

16. **Regulatory References.** A reference in this Agreement to a section in the Applicable Law means the section as in effect and any amendments thereto.

17. **Survival.** The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 4 (Required Disclosures) and 9.3 (Effect of Termination) shall survive termination of the Agreement indefinitely.

18. **Headings and Captions.** The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and will in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

19. **No Waiver of Rights, Powers and Remedies.** No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, will operate as a waiver of any such right, power or remedy of the party. No single or

partial exercise of any right, power or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, will preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto will not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement will entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent will be deemed to be or will constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent will be effective only in the specific instance and for the purpose for which it was given and will not constitute a continuing waiver or consent.

20. **Governing Law.** This Agreement will be governed by and construed and enforced in accordance with the laws of the State of Florida, without regard to conflicts of laws to the extent that the provisions of HIPAA, the Privacy Rules, Security Rules, and HITECH and its implementing regulations do not preempt the laws of the State of Florida.

In the event of an inconsistency between the provisions of this Agreement and the mandatory terms of the Privacy Rules, Security Rules, as may be expressly amended from time to time by HHS or as a result of interpretations by HHS, a court, or another regulatory agency with authority over the parties, the interpretation of HHS, such court, or regulatory agency shall prevail. In the event of a conflict among the interpretations of these entities, the conflict shall be resolved in accordance with rules of precedence. Where provisions of this Agreement are different from those mandated by the Privacy Rules, Security Rules, or HITECH but are nonetheless permitted by the Privacy Rules, Security Rules, or HITECH, the provisions of the Agreement shall control.

21. **Counterparts.** This Agreement may be signed in counterparts, which together will constitute one agreement.

22. **Relationship of the Parties.** Covered Entity and Business Associate agree that Business Associate's services hereunder are being carried out as an independent contractor and not as an employee or agent of the Covered Entity.

(The balance of this page is intentionally blank. Signature page follows.)

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives or officers, effective as of the date first listed above in the preamble to this Agreement.

COVERED ENTITY:

Signature

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

BUSINESS ASSOCIATE:

Foundation Risk Partners, Corp., Acentria Public Risk

By: Alex Doberstein

Title: Vice President/Benefits Resource Leader

Addendum between the Town of Hillsboro Beach
and
Foundation Risk Partners, Corp.

This ADDENDUM (“Addendum”), dated _____, 2022, shall be included as part of the Broker Services Agreement and Business Associate Form Agreement (referred to collectively as “Agreement”) by and between the **Town of Hillsboro Beach**, a Florida municipal corporation (“Town”) and **Foundation Risk Partners, Corp. d/b/a Acentria Public Risk**, a Delaware corporation (“Foundation”). Town and FOUNDATION shall be collectively referred to herein as the “Parties” and individually as a “Party”.

1. **Sovereign Immunity.** Nothing contained in the Agreement, nor set forth herein is intended nor shall be construed to waive Town’s rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.
2. **Non-Discrimination & Equal Opportunity Employment.** During the performance of the Agreement, neither FOUNDATION nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. FOUNDATION will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. FOUNDATION shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. FOUNDATION further agrees that FOUNDATION will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.
3. **Binding Authority.** Each person signing this Addendum on behalf of either party individually warrants that he or she has full legal power to execute the Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
4. **Public Records.** The Town is a public agency subject to Chapter 119, Florida Statutes. FOUNDATION shall comply with Florida’s Public Records Law. Specifically, FOUNDATION shall:
 - 4.1 Keep and maintain public records required by the Town to perform the service;
 - 4.2 Upon request from the Town’s custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - 4.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for

the duration of the Agreement term and, following completion of the Agreement, FOUNDATION shall destroy all copies of such confidential and exempt records remaining in its possession after FOUNDATION transfers the records in its possession to the Town; and

- 4.4 Upon completion of the Agreement, FOUNDATION shall transfer to the Town, at no cost to the Town, all public records in FOUNDATION's possession. All records stored electronically by FOUNDATION must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.
- 4.5 The failure of FOUNDATION to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement, for which, the Town may terminate the Agreement in accordance with the terms herein.

IF FOUNDATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FOUNDATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Town Clerk

Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, FL 33062
[\(954\) 427-4011](tel:(954)427-4011)

5. **Scrutinized Companies.** FOUNDATION, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:
 - 5.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
 - 5.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - 5.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or
 - 5.2.2 Is engaged in business operations in Syria.

6. **Employment Eligibility.** FOUNDATION certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

6.1 **Definitions for this Section:**

- 6.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.
- 6.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.
- 6.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
- 6.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

6.2 **Registration Requirement; Termination:** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, FOUNDATION, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- 6.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- 6.2.2 All persons (including sub-vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the Town; and
- 6.2.3 The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract

and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

7. **Conflict of Terms.** In the event of any conflict or ambiguity between the language in the Agreement, and this Addendum, the terms of this Addendum shall control.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

TOWN:

TOWN OF HILLSBORO BEACH, FLORIDA

ATTEST:

Sherry D. Henderson, CMC, Town Clerk

By: _____

Mac Serda, Town Manager

APPROVED AS TO FORM:

Donald J. Doody, Town Attorney

**FOUNDATION RISK PARTNERS, CORP. D/B/A
ACENTRIA PUBLIC RISK**

Signed By: _____

Print Name: _____

Title: _____



1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

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

Agenda Item Cover Memo

Agenda Item: Authorization for Beach Nourishment Annual Monitoring Tasks as Required by Permits

Submitting Dept: Town Manager

Agenda Date: June 17, 2022

1. BACKGROUND / HISTORY

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

As part of this Project, annual physical and biological monitoring are required in accordance with the conditions outlined in the environmental permits from the Florida Department of Environmental Protection (FDEP), Broward County Environmental Protection and Growth Management Department (the County), and the U.S. Army Corps of Engineers (USACE).

As required, last year the Town completed the physical and biological monitoring and it is now time to repeat the monitoring to maintain state and federal funding and to facilitate future environmental permit applications.

2. CURRENT ACTIVITY

Moffatt & Nichol (M&N) will perform the annual monitoring and reporting for submittal to the three environmental agencies as required by the permits and outlined in the proposal, under their existing contract with the Town. The monitoring efforts are proposed to commence this summer (May-June for the physical monitoring and July-August for the biological monitoring) once approved by Commission. The field investigations have to be completed in the summer during optimal weather conditions and for consistency in monitoring intervals (same month every year). In addition, the physical monitoring needs to be completed in conjunction with planned beach surveys for the joint project with Deerfield Beach. M&N and the Town have coordinated this physical monitoring effort so the beach profile surveys can be reimbursed with FEMA/state funding which will save costs to the Town.

Furthermore, the physical monitoring surveys will provide the Town baseline conditions of the shoreline of pre-storm conditions. Should the 2022 hurricane season result in damages, this survey will be necessary to demonstrate sand losses to FEMA if the Town pursues federal funding.

3. FINANCIAL IMPACT

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

Description	Type	Fee
2022 Post Construction Nearshore Hardbottom Monitoring	Lump Sum	\$35,000
2022 Post Construction Physical Monitoring - Surveying	Lump Sum	\$33,000
Reimbursable Estimate		\$1,000
TOTAL FEE ESTIMATE		\$69,000

The proposed fees are an increase to the 2021 monitoring efforts to reflect the cost of inflation, increased rates for professional personnel, and increased fuel costs for the survey vessels. The 2021 contracted fees were \$30,000 for the Biological Monitoring and \$27,000 for the Physical Monitoring and Reporting tasks.

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

4. RECOMMENDATION

To maintain progress on the permitting work for the first joint beach nourishment with Deerfield Beach, the Town Manager administratively approved the contract amendment. Commission's ratification of the administrative approval is requested.

RESOLUTION NO. 2022- 28

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, ACCEPTING AND APPROVING A PROPOSAL SUBMITTED BY MOFFAT & NICHOL, INC. FOR CONTINUED CONSULTING SERVICES RELATIVE TO THE HILLSBORO BEACH NOURISHMENT PROJECT; AUTHORIZING THE APPROPRIATE TOWN OFFICIAL TO EXECUTE WORK AUTHORIZATION NO. 8; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Moffatt & Nichol has submitted a proposal for continued consulting services dated May 25, 2022 relative to the Hillsboro Beach Nourishment Project; and

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve and authorize the appropriate Town Officials to accept and approve the proposal and to authorize the execution of Work Authorization No. 8.

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

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

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida hereby accepts and approves the proposal from Moffatt & Nichol, Inc. for continued consulting services dated May 25, 2022 and authorizes the appropriate Town Officials to execute Work Authorization No. 8 with respect to the Hillsboro Beach Nourishment Project. A copy of the Work Authorization and Proposal are attached hereto as composite "Exhibit A".

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

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

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

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

ADOPTED by the Town Commission of the Town of Hillsboro Beach, Florida this ____day of _____ 2022.

TOWN OF HILLSBORO BEACH, FLORIDA

Deborah L. Tarrant, Mayor

ATTEST:

Sherry D. Henderson, CMC
Town Clerk

RESOLUTION NO. 2022-28

RECORD OF TOWN COMMISSION VOTE:

	<u>YES</u>	<u>NO</u>
MAYOR DEBORAH L. TARRANT	☐	☐
VICE MAYOR IRENE KIRDAHY	☐	☐
COMMISSIONER VICKY FEAMAN	☐	☐
COMMISSIONER BARBARA BALDASARRE	☐	☐
COMMISSIONER JANE REISER	☐	☐

9225-02

May 25, 2022

Town of Hillsboro Beach

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

**Subject: CONSULTING SERVICES RELATIVE TO THE HILLSBORO BEACH NOURISHMENT,
BROWARD COUNTY, FLORIDA**

Dear Mr. Serda:

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

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

- Florida Department of Environmental Protection (FDEP) Permit Modification No. 0289706-001-JC
- Broward County Environmental Protection and Growth Management Department (EPGMD) DF14-1082
- U.S. Army Corps of Engineers (Corps) Permit No. SAJ-1997-02355(SP-LCK)
-

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

EXHIBIT "A" – SCOPE OF SERVICES

Part 16 – 2022 Post Construction Nearshore Hardbottom Monitoring

Methodologies for the survey were prescribed in the Revised Biological Monitoring Plan dated October 14, 2014, as approved by the FDEP and are detailed below: (1) hardbottom edge

mapping by recording the position of a diver swimming along the hardbottom-sand interface; (2) nearshore transects along four shore-perpendicular biological monitoring transects established for the Project (N4, N5, N6 and N7) to include video documentation, sediment depth measurements (N4, N5, N6, N7, N7a and N9), and hardbottom-sand interface measurements (N4, N5, N6, N7, N7a and N9); and (3) quantitative assessment using quadrats on the four biological monitoring transects (N4, N5, N6 and N7). The monitoring will be performed during the summer months for permit compliance.

Hardbottom Edge Mapping

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

Video Documentation

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

Sediment Depth Measurements

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

Sand/Hardbottom Intercept Measurements

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

Quadrat Assessments

Quadrat assessments will be conducted on the four biological monitoring transects (N4, N5, N6 and N7). Within each 0.5m² quadrat, maximum relief of the hardbottom, coral colony diameter, octocoral height, and sediment depth will be recorded to the nearest centimeter. Maximum vertical relief of hardbottom will be measured from the lowest point in the quadrat to the highest point in the quadrat. The maximum height or width of stony and octocorals will be recorded to the nearest centimeter. Maximum standing sediment depth over hardbottom will be determined within the quadrat. If no areas of loose unconsolidated sediment exist within the quadrat, then a depth value of 0 cm will be recorded for the station. Sediment bound in a turf algae matrix and/or a dusting of sediment on bare substrate must be at least 1 cm deep to be recorded as an accumulation of sediment. A 30 cm sediment depth will be recorded when the maximum sediment depth measurement is greater than or equal to 30 cm.

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

Data Analysis and Report Generation

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

- Aerial photography (latest available from Broward County or other sources) outlining the nearshore hardbottom edge with the fill areas and location of the transects overlaid on the aerials (Client to provide electronic file of fill areas, for both pre and post construction monitoring events from previous consultant);

- Comparative analysis of hardbottom exposure and sediment depth including data (tabular and graphical) on sedimentation along the transects;
- Quantitative data on major benthic biological components percent cover);
- Statistical evaluation and comparison of the data collected along the transects to ascertain changes in community composition/abundance during the study period; and
- Copies of representative photographs and all videos in their original format.

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

Compliance Processing

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

Part 17 – 2022 Post Construction Physical Monitoring - Surveying

Beach Profiles will be obtained along the Project Shoreline extending from FDEP Range Monument R-1 to R-18 including intermediate profile control point R-7+500, for a total of nineteen (19) profiles. The survey coverage is outlined as follows:

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

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

Onshore Profile Data Collection - Topographic

Onshore profile data shall be collected along historical azimuths extending from the FDEP profile control monument seaward to approximate wading depth or as required to overlap the offshore profile data a minimum distance of fifty (50) feet. Data collection shall extend upland to the profile monument or approximately 150 feet landward of the vegetation line, whichever is most seaward. In the event there is a physical barrier on line between the beach and the monument,

every reasonable attempt shall be made to extend the survey beyond the barrier to the reference monument position. It is understood that certain physical barriers may be considered impassible such as large buildings, private residences with difficult access, waterbodies, mangroves or other heavy vegetation requiring line clearing. At the discretion of the survey team, data collection will be terminated at the first physical barrier if deemed impassible using practical means of extending the survey landward. Profiles terminated due to impassible barriers will be noted in the field books. Profile data will be collected using either conventional differential leveling or Real-time Kinematic Differential Global Positioning techniques. Data points will be collected at a maximum interval of twenty-five (25) feet and at all grade breaks (exceeding six-inches) and material changes along the profile. In the event the profile control monument is located more than three hundred (300) feet landward of the vegetation line, data points shall be extended to intervals of one hundred (100) feet from two hundred (200) feet landward of the approximate vegetation line to the monument location. The reference monument shall be recorded as range 0.0 along the profile with positive ranges extending seaward of the monument and negative ranges extending landward of the monument.

Offshore Profile Data Collection - Bathymetric

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

Data Processing and Deliverables

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

- Plan / profile charts in hardcopy (24"x36") format
- Plan / profile charts in AutoCAD, .dwg format
- Survey report certified by a Professional Surveyor and Mapper.

- Description of all monuments and TBM's used for the survey, including identification, stamping, coordinates, elevations and profile azimuths. Control description shall be provided in both hardcopy and digital formats (ASCII and Excel), as applicable.
- Final profile data in ASCII x,y,z format and FDEP distance / depth format
- Digital photographs in .jpg format with appropriate labeling
- Metadata files

Compliance Processing

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

Part 18 – 2022 Post Construction Physical Monitoring Report

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

Compliance Processing

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

GENERAL

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

Professional Fees

Professional Fees are summarized in Table 1. Expenses will be invoiced at cost and are estimated at \$1,000.

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

Sincerely,
Moffatt & Nichol, Inc.

A handwritten signature in blue ink, appearing to read "T. Blankenship".

Tim Blankenship, P.E.
Vice President

TKB:CJB

Enclosure

Table 1 Professional Fees

Part	Description	Type	Fee
16	2022 Post Construction Nearshore Hardbottom Monitoring	Lump Sum	\$35,000
17	2022 Post Construction Physical Monitoring - Surveying	Lump Sum	\$20,000
18	2022 Post Construction Physical Monitoring Report	T&M	\$13,000
	Reimbursable Estimate		\$1,000
	TOTAL FEE ESTIMATE		\$69,000

WORK AUTHORIZATION
WORK AUTHORIZATION NO. 8

Project Name: Hillsboro Beach Nourishment
Project No.: 9225-02

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

1.0 SERVICES

M&N shall provide consulting engineering services as outlined in the attached scope of services dated April 18, 2022.

2.0 CHARGES OR PAYMENTS

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

3.0 OTHER AMENDMENTS

Amendments 1 – 4

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

MOFFATT & NICHOL

By: [Signature]

Name: T.K. Blankenship, P.E.

Title: Vice President

Date: 6/16/22

Town of Hillsboro Beach

By: [Signature]

Name: William M. SERA

Title: Town Manager

Date: 6.15.2022



1210 Hillsboro Mile
Hillsboro Beach, FL 33062
www.townofhillsborobeach.com

TOWN OF HILLSBORO BEACH

Phone: (954) 427-4011

Agenda Item Cover Memo

Agenda Item: Approval for Forfeiture Funds Expenditure
Submitting Department: Police Department
Agenda Date: July 12, 2022

1. BACKGROUND / HISTORY

This is a new initiative.

2. CURRENT ACTIVITY

We are in the process of developing a Traffic Safety, Education, and Enforcement Initiative that is intended to not only address traffic concerns on Hillsboro Mile but will also assist us through the State Road A1A Road Construction and Improvement Project. We will focus on vehicular traffic with an emphasis on both aggressive and distracted drivers. Our initiative will also include ongoing bicycle education and enforcement as well as pedestrian safety and crosswalk enforcement. The equipment we intend to acquire will be a low-profile approach with the hopes of blending in with the motoring public and thereby enhancing our ability to observe the issues we intend to address.

We have experienced traffic incidents involving the issues outlined and vehicular, pedestrian, and cyclist accidents will certainly see an increase considering the scope of the road construction project and the ever-increasing demands on this roadway. We would like to utilize forfeiture funds to purchase a fully equipped 2022 Ford F-150 Police Responder, Crew Cab 4x4 with subdued police markings and emergency gear. We will also equip the vehicle with a Mobile LPR system, computer and mounts, attached RADAR, overtime for any special enforcement projects, emergency equipment and other features to support the traffic safety initiative.

3. FINANCIAL IMPACT

Total cost for the project is solely through forfeiture funds and estimated at \$130,000 dollars.

4. RECOMMENDATION

Approval to utilize forfeiture funds is recommended.

RESOLUTION NO. 2022-29

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING THE USE OF \$130,000.00 OF FEDERAL FORFEITURE FUNDS TO DEVELOP A TRAFFIC SAFETY, EDUCATION, AND ENFORCEMENT INITIATIVE FOR THE TOWN OF HILLSBORO BEACH; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve the use of \$130,000.00 of Federal Forfeiture Funds to develop a Traffic Safety, Education, and Enforcement Initiative to address traffic concerns on Hillsboro Mile and through the State Road A1A Road Construction and Improvement Project.

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

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

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida, hereby approves the use of \$130,000.00 of Federal Forfeiture Funds to develop a Traffic Safety, Education, and Enforcement Initiative for the Town of Hillsboro Beach.

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

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

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

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

1
2 ADOPTED by the Town Commission of the Town of Hillsboro Beach, Florida this ____
3 day of _____ 2022.
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7 **TOWN OF HILLSBORO BEACH, FLORIDA**
8
9
10 _____
11 Deborah L. Tarrant, Mayor
12 ATTEST:
13
14 _____
15 Sherry D. Henderson, CMC
16 Town Clerk

RESOLUTION NO. 2022-29

RECORD OF TOWN COMMISSION VOTE:

	<u>YES</u>	<u>NO</u>
MAYOR DEBORAH L. TARRANT	☐	☐
VICE MAYOR IRENE KIRDAHY	☐	☐
COMMISSIONER VICKY FEAMAN	☐	☐
COMMISSIONER BARBARA BALDASARRE	☐	☐
COMMISSIONER JANE REISER	☐	☐



1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

Phone: (954) 427-4011

www.townofhillsborobeach.com

Agenda Item Cover Memo

Agenda Item: Approval for purchase of new vehicle

Submitting Dept: Police Chief

Agenda Date: July, 12 2022

1. BACKGROUND / HISTORY

This vehicle will be used for our Traffic Safety, Education and Enforcement Initiative.

2. CURRENT ACTIVITY

We were able to secure a 2022 F150 from Bartow Ford.

This purchase utilized Charlotte County Contract 2021000541 and expires in September of 2022.

Price of vehicle using Bartow Ford: \$37,495.53.

Bartow pricing was used for the additional features to include lights and siren in the amount of \$19,980.00.

3. FINANCIAL IMPACT

Total costs will be \$57,475.53 out of forfeiture funds.

4. RECOMMENDATION

Approval is recommended.

RESOLUTION NO. 2022-30

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING THE USE OF \$57,475.53 OF FEDERAL FORFEITURE FUNDS TO PURCHASE A 2022 F150 FROM BARTOW FORD PIGGYBACKING THE TERMS OF CHARLOTTE COUNTY CONTRACT NO. 2021000541; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve the use of \$57,475.53 of Federal Forfeiture Funds to purchase a 2022 F150 from Bartow Ford piggybacking the terms of Charlotte County Contract No. 2021000541.

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

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

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida, hereby approves the use of \$57,475.53 of Federal Forfeiture Funds to purchase a 2022 F150 from Bartow Ford piggybacking the terms of Charlotte County Contract No. 2021000541

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

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

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

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

1 **ADOPTED** by the Town Commission of the Town of Hillsboro Beach, Florida this ____
2 day of _____2022.

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TOWN OF HILLSBORO BEACH, FLORIDA

Deborah L. Tarrant, Mayor

ATTEST:

Sherry D. Henderson, CMC
Town Clerk

RESOLUTION NO. 2022-30
RECORD OF TOWN COMMISSION VOTE:

	<u>YES</u>	<u>NO</u>
MAYOR DEBORAH L. TARRANT	☐	☐
VICE MAYOR IRENE KIRDAHY	☐	☐
COMMISSIONER VICKY FEAMAN	☐	☐
COMMISSIONER BARBARA BALDASARRE	☐	☐
COMMISSIONER JANE REISER	☐	☐

	June 21, 2022	
	Hillsboro Beach Police Department	
	Chief Jay Szesnat	
DESCRIPTION		
W1F	2022 F-150 Police Responder, Crew Cab 4x4 145" WB XL	
998	3.5L V6 EcoBoost Engine	
44G	10 Speed Automatic Transmission	
150A	Equipment Package Includes: Includes selectable drive modes: normal/tow-haul/snow wet/EcoSelect/sport and SelectShift automatic with progressive range select, Electronic Locking w/3.31 Axle Ratio, Tires: LT265/70R18 BSW A/T, Wheels: 18" 6-Spoke Silver Aluminum, Cloth 40/Blank/40 Front-Seats Includes reduced bolsters, 8-way power driver/manual passenger, center-section deleted. (Restraint control module cover provided) and vinyl rear bench, Radio: AM/FM Stereo w/6 Speakers, SYNC 4 Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App Catalog, 911 assist, Apple CarPlay and Android Auto compatibility, digital owners manual and wireless software updates capability.	
53A	Trailer Tow Package	
17C	Front & Rear Chrome Bumpers	
60C	Pre-Collision Assist w/Pedestrian Detection	
595	Fog Lamps	
67T	Integrated Trailer Brake Controller	
76R	Reverse Sensing System	
67P	Remote Keyless-Entry	
	Factory Invoice	\$46,768.00
	Government Price Concession Discount	\$7,600.00
	4.27% Contract Discount	\$1,672.47
	Whelen 55" Legacy with Smoked Lenes WEC X DUO Front: Red/White / Blue/White with Full White Take Down, Rear: Red/Amber / Blue Amber with Rear Amber Traffic Advisor & S/T/T, (2) Whelen 100 Watt Speakers, Whelen Howler, Whelen CCTL7 Siren Controller program reverse remote start, Whelen WECAN X External Amp for Dual Tone Siren, Whelen Arges Remote Spotlight, (1) Whelen DUO Vertex Mounted in Each Headlight & Taillight, (1) Whelen DUO Red/White ION's Mounted Forward in Push Bumper, (1) Whelen DUO Blue/White ION's Mounted Forward in Push Bumper, (1) Whelen DUO Red/White Thin ION Mounted Driver Side of Push Bumper, (1) Whelen DUO Blue/White Thin ION Mounted Passenger Side of Push Bumper, (2) Whelen DUO Tracers Red/Blue with White Override Mounted in Running Board Area, Whelen DUO Rear Inneredge Lightbar Mounted in Rear Glass, (2) Whelen DUO Red/White Thin ION's Mounted in Lower Tailgate Area, (2) Whelen DUO Blue/White Thin ION's Mounted in Lower Tailgate Area, Havis C-2410-F150 Console, Havis Self Adjusting Dual Cup Holder, Havis 2 USB Outlets, Havis 8.5" HD Side Mount, Havis C-MD-112 11" Motion Devise, C-ARPB Brother Printer Mount Arm Rest, UT-1006 Universal Laptop Tray, Brother PJ-722 Pocketjet Printer, LB3692-003 Power Cable, LB3603 Mini USB 10' Cable, (2) Magnetic Mic Clip, Santa Cruz Dual Weapons Mount, Single Cell Prisoner System, Go Rhino Push Bumper with 2 Light Cut Out with HD Wraps, Spray in Bedliner, Decked Drawer System with Core Trax & (2) Locks, Roll N Lock M-Series Bed Cover, 800 MHz Antenna, Hillsboro Beach POLICE GHOST Graphics, Deep Window Tint All Glass, Bartow Ford Custom Installation, Install Customer Provided Radio, Delivery to Customer	\$19,980.00
	Yellow CITY Tag	\$119.85
		\$0.00

CHARLOTTE COURT
- 2021000541

BARTOW
PRICING



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

Phone 941.743.1378
Fax 941.743.1384

NOTICE OF AVAILABILITY OF BID SPECIFICATIONS

REQUEST FOR BIDS CHARLOTTE COUNTY, FLORIDA

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

BID NO. 2021000541 **VEHICLES – ANNUAL CONTRACT**

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

There will not be a Pre-Bid Conference for this project. Please send all questions to my email address below.

BID OPENING: 2:00 p.m., AUGUST 11, 2021 **PURCHASING DIVISION CONFERENCE ROOM**

Bid Documents may be obtained by accessing the Charlotte County Purchasing Division's website at <https://purchasingbids.charlottecountyfl.gov> under “Purchasing Bids Online”, document number 215412. Any questions can be answered by contacting Alisa L. True, CPPB, Senior Contract Specialist at 941.743.1549 or email: Alisa.True@CharlotteCountyFl.gov.

Notice of Availability
Posted: July 23, 2021

BID FORM
VEHICLES – ANNUAL CONTRACT
BID NO. 2021000541

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

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

VEHICLES – ANNUAL CONTRACT

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

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

PERCENTAGE DISCOUNT OFF OF FORD FACTORY INVOICE (NEW VEHICLE PURCHASES) 4.27 %

PERCENTAGE MARK-UP ON DEALER INSTALLED OPTIONS 0.00 %

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

NOTE: In accordance with Florida Statutes, Section 119.071(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.071(1)(b)2 and s. 24(a), Art. I of the State Constitution, except as provided by Florida Statutes 255.0518, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Upon release of the intended decision, if you wish to obtain the quote results, you may do so by visiting our Website at <http://purchasingbids.charlottecountyfl.gov/> under "Purchasing Bids Online", document number 215414. No information regarding the submittal will be divulged over the telephone.

Name of Bidder: Bartow Ford Co

(This form to be returned)

CC CONTRACT
PG 2



Charlotte County

Commission Chambers,
Room 119
18500 Murdock Circle
Port Charlotte, FL 33948
CharlotteCountyFL.gov

Agenda Item Summary

File #: 2021-2733

Agenda Date: 9/14/2021

Agenda Item #: 13.

DEPARTMENT MAKING REQUEST

Budget & Admin Services

Title

21-541, Award, Vehicles - Annual Contract (Fleet)

REQUESTED MOTION/ACTION

Recommended Action:

- a) Approve award of Request for Bids #21-541, Vehicles - Annual Contract to **Bartow Ford**, for a 4.27% discount off of Ford Factory Invoice, and a 0% mark-up on dealer installed options. Term of contract is from **October 1, 2021 through and including September 30, 2022**; and
- b) Authorize the County Administrator to approve the renewal options for up to two additional one-year terms, at the same prices, terms, and conditions, by mutual consent. This annual contract allows for the purchase of Ford vehicles on an as needed basis.

Budgeted Action:

No action needed. Purchases will be facilitated by Fleet, and then charged to the department as budgeted in the FY2022 budget process.

BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

Background:

This is an annual contract that allows for the purchase of Ford vehicles on an as needed basis. Contractors bid a percentage discount off of the Ford Factory Invoice, and a percentage mark-up on dealer installed options. Bartow Ford was the lowest responsive/responsible bidder, which is the highest discount.

From: Mary Lou Tighe <MLTighe@browardleague.org>

Date: June 22, 2022 at 6:11:02 PM EDT

Subject: **IMPORTANT - THIRD AMENDMENT TO SETTLEMENT AGREEMENT(Alpha 250)**

Good Afternoon,

Thank you for your continued attention and engagement with the League and our collective efforts to develop recommendations for a regional solid waste management system. As we continue this work, through the efforts of the Solid Waste Working Group (SWWG), it is necessary to approve a Third Amendment to the Settlement Agreement. This Amendment is required to further amend the Settlement Agreement to extend the Sale Delay Period for Alpha 250 and provide the SWWG additional time to conduct its work.

Attached is the County's approved and executed Third Amendment to the Settlement Agreement. This agreement extends any sale of the Alpha 250 site until October 11, 2023, as well as furthers the ability to extend the sale for up to three one-year extensions. **In order for the amendment to become effective, all settling and consenting municipalities need to approve it no later than October 7, 2022.**

As time is of the essence, your assistance in placing this item on your next available Commission agenda is greatly appreciated. Please advise us of the date your municipality intends to consider the Third Amendment and if you need any further assistance on this matter.

Please forward a copy of your Commission's action to Mary Lou Tighe at the League and if you have any questions or comments, please do not hesitate to contact us.

Sincerely,

Commissioner Bob Mayersohn, Parkland
President
Broward League of Cities

Mayor Greg Ross, Cooper City
Chair
Solid Waste Working Group

Mary Lou Tighe

Executive Director
Broward League of Cities
115 South Andrews Avenue, Suite 122
Fort Lauderdale, Florida 33301
954-357-7370

State of Florida
Broward County
Town of Hillsboro Beach

RESOLUTION NO. 2022-31

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE THE THIRD AMENDMENT TO THE SOLID WASTE SETTLEMENT AGREEMENT BETWEEN BROWARD COUNTY, FLORIDA AND THE SETTLING MUNICIPALITIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve and authorize the appropriate Town Officials the Third Amendment to the Solid Waste Settlement Agreement Between Broward County, Florida and the Settling Municipalities.

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

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

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida hereby approves and authorizes the appropriate Town Officials to execute the Third Amendment to the Solid Waste Settlement Agreement Between Broward County, Florida and the Settling Municipalities. A copy of the Third Amendment is attached hereto as Exhibit "A".

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

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

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

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

1 **ADOPTED** by the Town Commission of the Town of Hillsboro Beach, Florida this
2 ____ day of _____ 2022.

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6 **TOWN OF HILLSBORO BEACH, FLORIDA**

7
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9 _____
Deborah L. Tarrant, Mayor

10
11 **ATTEST:**

12
13 _____
14 Sherry D. Henderson, CMC
15 Town Clerk
16
17

RESOLUTION NO. 2022-31

RECORD OF TOWN COMMISSION VOTE:

	<u>YES</u>	<u>NO</u>
MAYOR DEBORAH L. TARRANT	☐	☐
VICE MAYOR IRENE KIRDAHY	☐	☐
COMMISSIONER VICKY FEAMAN	☐	☐
COMMISSIONER BARBARA BALDASARRE	☐	☐
COMMISSIONER JANE REISER	☐	☐

**THIRD AMENDMENT TO SETTLEMENT AGREEMENT
BETWEEN BROWARD COUNTY AND SETTLING MUNICIPALITIES**

This is a Third Amendment (“Third Amendment”) to the Settlement Agreement by and between Broward County, Florida, a political subdivision of the State of Florida (“County”), and the Cities of Sunrise, Weston, Hollywood, Fort Lauderdale, Lauderhill, Lighthouse Point, Tamarac, Plantation, Coconut Creek, Deerfield Beach, Miramar, Margate, Cooper City, North Lauderdale, Coral Springs, and Wilton Manors, and the Towns of Lauderdale-By-The-Sea, Davie, Southwest Ranches, and Hillsboro Beach, and the Village of Sea Ranch Lakes (each individually, a “Settling Municipality”; and collectively, the “Settling Municipalities”) (each of the foregoing is sometimes referred to as a “Party” or collectively as the “Parties”).

RECITALS

A. In June 2015, the County and the Settling Municipalities entered into a settlement agreement to settle the litigation styled *City of Sunrise, et al. v. Broward County*, 17th Judicial Circuit Court Case No. CACE-013-015660 (the “Original Settlement Agreement”).

B. The Original Settlement Agreement provided for the County and the Settling Municipalities to sell the parcel of land known as Alpha 250, as further described in the Original Settlement Agreement (“Alpha 250”).

C. The cities of Lauderdale Lakes, West Park, and Oakland Park, and the Town of Pembroke Park, all municipal corporations (each individually, a “Consenting Municipality”; and collectively, the “Consenting Municipalities”), did not join the above-referenced litigation or the Original Settlement Agreement but instead entered into Interlocal Agreements Regarding Distribution of Solid Waste Disposal District Assets with the County, pursuant to which they have received and will receive their respective pro rata shares of proceeds distributed under the terms of the Original Settlement Agreement, including their respective shares from any sale of Alpha 250.

D. Subsequent to the effective date of the Settlement Agreement, the Parties entered into two amendments thereto, extending the sale date of Alpha 250 through and including October 11, 2022 (the Original Settlement Agreement and two amendments thereto are collectively referred to as the “Settlement Agreement”).

E. In late 2019, the County, the Settling Municipalities, and other municipalities established a Solid Waste Working Group (“SWWG”), a group of elected municipal and county officials, to jointly develop recommendations for a regional solid waste management system based on shared principles and commitments, including a mutually agreed governance structure.

F. The County and the Settling Municipalities desire to further amend the Settlement Agreement to extend the Sale Delay Period for Alpha 250 and provide the SWWG additional time to conduct its work.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Third Amendment shall retain the meaning ascribed to such terms in the Settlement Agreement.

2. Notwithstanding any provision to the contrary in the Settlement Agreement, the Parties hereby agree to extend the Sale Delay Period (as defined in the Settlement Agreement) until October 11, 2023. The Sale Delay Period may be further extended for up to three (3) additional periods, each for up to one (1) year, provided that any such additional extension be approved in writing by the County Administrator on behalf of County, and the Mayors of the Cities of Coconut Creek, Fort Lauderdale, Hollywood, Miramar, Sunrise, and Weston (collectively, the "Mayors"), on behalf of the Settling Municipalities.

3. This Third Amendment shall be approved by the Parties in the following manner:

a. Once executed by the County Administrator, this Third Amendment shall be presented for approval at public Commission/Council meetings at each of the Settling Municipalities and Consenting Municipalities (County shall communicate this requirement to the Consenting Municipalities).

b. By October 7, 2022, this Third Amendment shall: (1) be approved and executed by all Settling Municipalities; and (2) be consented to by each of the Consenting Municipalities either through a separate written instrument between County (by and through the County Administrator) and each of the Consenting Municipalities in which each of the Consenting Municipalities agrees to the terms of the Third Amendment, or a resolution adopted by the Commissions/Councils of the Consenting Municipalities agreeing to the terms of this Third Amendment.

The October 7, 2022, deadline may be extended by the County Administrator and five (5) of the Mayors listed in paragraph 2 above for: (i) up to an additional twenty-one (21) days for any reason or (ii) up to an additional forty-five (45) days provided at least two-thirds (2/3) of the Settling Municipalities have approved this Third Amendment.

4. This Third Amendment shall be effective on the date of the last approval and execution of this Third Amendment by a Settling Municipality, or the date of the last execution of a written instrument reflecting the consent of a Consenting Municipality, whichever occurs last.

5. Except as otherwise revised in this Third Amendment, the terms and conditions of the Settlement Agreement shall remain in full force and effect. In the event of any conflict or ambiguity between this Third Amendment and the Settlement Agreement, the Parties agree that this Third Amendment shall control. The Settlement Agreement, as amended herein by this Third Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Settlement Agreement as amended in this Third Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

6. The preparation of this Third Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against any Party. In the event a portion of this Third Amendment is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective and the Parties (and all Consenting Municipalities) agree to negotiate in good faith to modify that portion of this Third Amendment in a manner designed to effectuate the original intent of the Parties.

7. This Third Amendment may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties have made and executed this Third Amendment to the Settlement Agreement on the respective dates under each signature: BROWARD COUNTY, signing by and through its County Administrator, duly authorized to execute same by Board action on the 14th day of June, 2022, and each of the Settling Municipalities, signing by and through their respective Mayors or other representatives duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By

County Administrator

16th day of June, 2022

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600



By Matthew Haber Digitally signed by Matthew Haber
Date: 2022.06.16 15:18:04 -04'00'
Matthew Haber (Date)
Assistant County Attorney

MH/tb
Third Amendment to Settlement Agreement
06/01/22

**THIRD AMENDMENT TO SETTLEMENT AGREEMENT
BETWEEN BROWARD COUNTY AND SETTLING MUNICIPALITIES**

SETTLING MUNICIPALITY

ATTEST:

MUNICIPALITY: TOWN OF HILLSBORO BEACH, FL

Municipal Clerk
Sherry D. Henderson, CMC

By: _____
Mayor/Authorized Representative
Deborah L. Tarrant, MAYOR

Print Name/Title

____ day of JULY, 20 22

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

Municipal Attorney, Donald J. Doody



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: Resolution No. 2022-32 Consideration to Approve and Authorize the Appropriate Town Officials to Execute Amendment 2 to the Town's State Revolving Fund Loan Agreement #DW062600, to Adjust Project Costs and Reduce the Semiannual Loan Payment.

Submitting Dept: Town Clerk, Sherry Henderson, Town Clerk

Agenda Date: July 12, 2022

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

- ATTACHMENTS:**
1. Email from Florida Department of Environmental Protection
 2. Resolution
 3. DW_State_Federal (w PF) Final Amendment
 4. DW062600_Amortization Schedule Report.enable.e

From: Douglas, Amber N
Sent: Wednesday, April 6, 2022 9:26 AM
To: dave.green@CH2M.com
Cc: dtarrant@townofhillsborobeach.com;
Shenderson@townofhillsborobeach.com; Panchakarla, Venkata
<Venkata.Panchakarla@dep.state.fl.us>
Subject: Hillsboro Beach DW062600 A2 - Final

Dear Ms. Autrey:

Attached is a copy of proposed Amendment 2 to the Town's State Revolving Fund loan agreement. The amendment adjusts the project costs and reduces the semiannual loan payment. The adjustments are final unless further revisions become necessary as a result of an audit. An amortization schedule is also attached.

Please have the appropriate officials sign and seal one copy, making sure the seal is visible in the PDF (either with an inked seal or shaded embossed seal) and email it back to me within three weeks. We will sign the document and email a fully executed original to you.

If you have any questions about this amendment, please call me at (850)245-2915.

Sincerely,

Thank You,



Amber N. Douglas

Government Operations Consultant I
Florida Department of Environmental
Protection
Division of Water Restoration Assistance
Amber.N.Douglas@floridadep.gov
850-245-2915 Direct • Ext. 52915

RESOLUTION NO. 2022-32

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE AMENDMENT 2 TO THE STATE REVOLVING LOAN AGREEMENT DW062600 BETWEEN THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE TOWN OF HILLSBORO BEACH; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve and authorize the appropriate Town Officials to execute Amendment 2 to Loan Agreement DW062600 between the State of Florida Department of Environmental Protection and the Town of Hillsboro Beach.

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

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

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida hereby approves and authorizes the appropriate Town Officials to execute Amendment 2 to the State Revolving Loan Agreement DW062600 between the State of Florida Department of Environmental Protection and the Town of Hillsboro Beach. A copy of the Amendment is attached hereto as Exhibit "A".

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

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

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

**STATE REVOLVING FUND
AMENDMENT 2 TO LOAN AGREEMENT DW062600
TOWN OF HILLSBORO BEACH**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the TOWN OF HILLSBORO BEACH, FLORIDA, (Project Sponsor) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Project Sponsor shall be referred to as “Parties” or individually as “Party”.

The Department and the Project Sponsor entered into a State Revolving Fund Loan Agreement, Number DW062600, as amended, authorizing a Loan amount of \$6,170,416, excluding Capitalized Interest; and

The Loan Amount, Semiannual Loan Payment amount, and Project costs need adjustment to reflect actual costs; and

Certain provisions of the Agreement need to be revised.

The Parties hereto agree as follows:

1. The total amount awarded is reduced by \$885,068. The revised total amount awarded is \$5,285,348.
2. The Loan Service Fee is \$123,408.00 and the Capitalized Loan Service fee interest is \$4,130.39.
3. The total amount of the Loan is \$5,479,843.53, which consists of \$5,285,348.00 disbursed to the Local Government, \$66,957.14 of accrued Capitalized Interest and \$127,538.39 of service fee charges.
4. The total amount remaining to repay, which amount accounts for the Department's receipt of 17 Semiannual Loan Payments is \$2,897,664.68.
5. The Semiannual Loan Payment amount, adjusted to account for repayments received to date, is hereby revised and shall be in the amount of \$145,084.21. Such payments shall be received by the Department on September 15, 2022 and semiannually thereafter on March 15 and September 15 of each year until all amounts due hereunder have been fully paid.
6. Subsection 2.03 (1) of the Agreement is deleted and replaced as follows:
 - (1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
FS98452211-0	EPA	66.468	Capitalization Grants for Drinking Water State Revolving Fund	\$5,285,348	140129

7. Subsection 2.03(4) of the Agreement is deleted.
8. Subsection 2.03(5) of the Agreement is deleted and replaced as follows:
 - (5) Record Retention.

The Project Sponsor shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date of the Final Amendment, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Project Sponsor shall ensure that audit working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date of the Final Amendment, unless extended in writing by the Department.

9. Section 8.02 of the Agreement is deleted and replaced as follows:

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department for inspection at any reasonable time after the Project Sponsor has received a disbursement and until five years after the Final Amendment date.

10. Project Costs are revised as follows:

The Project Sponsor and the Department acknowledge that changes in Project costs may occur as a result of an audit. Unless this Agreement is amended subsequent to an audit, the following Project disbursements shall be final.

CATEGORY	PROJECT COSTS (\$)
Engineering Allowance	21,800.00
Construction and Demolition	4,787,280.00
Technical Services During Construction	476,268.00
SUBTOTAL (Total Disbursed)	5,285,348.00
Capitalized Interest	66,957.14
TOTAL (Loan Principal Amount)	5,352,305.14

11. All other terms and provisions of the Loan Agreement shall remain in effect.

This Amendment 2 to Loan Agreement DW062600 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Project Sponsor has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for
TOWN OF HILLSBORO BEACH

Mayor
Deborah L. Tarrant

Attest:

Approved as to form and legal sufficiency:

Town Clerk
Sherry D. Henderson, CMC

SEAL

Town Attorney
Donald J. Doody, Esq.

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date

Florida State Revolving Fund Amortization Schedule Report

Sponsor: Hillsboro Beach
Funding Number: DW-062600

Loan Number	Payment #	Payment	Date	Rate	Principal	Interest	GAA Fees	Service Fee	SF Int	Total to Pay
DW-062600	1	\$201,998.00	Mar 15, 2014	2.420 %	\$35,467.39	\$37,475.92		\$127,538.39	\$1,516.30	\$5,316,837.76
	2	\$201,998.00	Sep 15, 2014	2.420 %	\$141,111.60	\$60,886.40				\$5,175,726.16
	3	\$201,998.00	Mar 15, 2015	2.420 %	\$139,635.49	\$62,362.51				\$5,036,090.67
	4	\$201,998.00	Sep 15, 2015	2.420 %	\$141,325.08	\$60,672.92				\$4,894,765.59
	5	\$201,998.00	Mar 15, 2016	2.420 %	\$142,912.26	\$59,085.74				\$4,751,853.33
	6	\$201,998.00	Sep 15, 2016	2.420 %	\$144,500.57	\$57,497.43				\$4,607,352.76
	7	\$201,998.00	Mar 15, 2017	2.420 %	\$146,249.03	\$55,748.97				\$4,461,103.73
	8	\$201,998.00	Sep 15, 2017	2.420 %	\$148,018.64	\$53,979.36				\$4,313,085.09
	9	\$201,998.00	Mar 15, 2018	2.420 %	\$149,809.67	\$52,188.33				\$4,163,275.42
	10	\$201,998.00	Sep 15, 2018	2.420 %	\$151,622.37	\$50,375.63				\$4,011,653.05
	11	\$201,998.00	Mar 15, 2019	2.420 %	\$153,457.00	\$48,541.00				\$3,858,196.05
	12	\$201,998.00	Sep 15, 2019	2.420 %	\$155,313.83	\$46,684.17				\$3,702,882.22
	13	\$201,998.00	Mar 15, 2020	2.420 %	\$157,193.13	\$44,804.87				\$3,545,689.09
	14	\$201,998.00	Sep 15, 2020	2.420 %	\$159,095.16	\$42,902.84				\$3,386,593.93
	15	\$201,998.00	Mar 15, 2021	2.420 %	\$161,020.21	\$40,977.79				\$3,225,573.72
	16	\$201,998.00	Sep 15, 2021	2.420 %	\$162,968.56	\$39,029.44				\$3,062,605.16
	17	\$201,998.00	Mar 15, 2022	2.420 %	\$164,940.48	\$37,057.52				\$2,897,664.68
	18	\$145,084.21	Sep 15, 2022	2.420 %	\$110,022.47	\$35,061.74	\$0.00	\$0.00	\$0.00	\$2,787,642.21
	19	\$145,084.21	Mar 15, 2023	2.420 %	\$111,353.74	\$33,730.47	\$0.00	\$0.00	\$0.00	\$2,676,288.47
	20	\$145,084.21	Sep 15, 2023	2.420 %	\$112,701.12	\$32,383.09	\$0.00	\$0.00	\$0.00	\$2,563,587.35
	21	\$145,084.21	Mar 15, 2024	2.420 %	\$114,064.80	\$31,019.41	\$0.00	\$0.00	\$0.00	\$2,449,522.55
	22	\$145,084.21	Sep 15, 2024	2.420 %	\$115,444.99	\$29,639.22	\$0.00	\$0.00	\$0.00	\$2,334,077.56
	23	\$145,084.21	Mar 15, 2025	2.420 %	\$116,841.87	\$28,242.34	\$0.00	\$0.00	\$0.00	\$2,217,235.69
	24	\$145,084.21	Sep 15, 2025	2.420 %	\$118,255.66	\$26,828.55	\$0.00	\$0.00	\$0.00	\$2,098,980.03
	25	\$145,084.21	Mar 15, 2026	2.420 %	\$119,686.55	\$25,397.66	\$0.00	\$0.00	\$0.00	\$1,979,293.48

Florida State Revolving Fund
Amortization Schedule Report

Sponsor: Hillsboro Beach
Funding Number: DW-062600

Loan Number	Payment #	Payment	Date	Rate	Principal	Interest	GAA Fees	Service Fee	SF Int	Total to Pay
DW-062600	26	\$145,084.21	Sep 15, 2026	2.420 %	\$121,134.76	\$23,949.45	\$0.00	\$0.00	\$0.00	\$1,858,158.72
	27	\$145,084.21	Mar 15, 2027	2.420 %	\$122,600.49	\$22,483.72	\$0.00	\$0.00	\$0.00	\$1,735,558.23
	28	\$145,084.21	Sep 15, 2027	2.420 %	\$124,083.96	\$21,000.25	\$0.00	\$0.00	\$0.00	\$1,611,474.27
	29	\$145,084.21	Mar 15, 2028	2.420 %	\$125,585.37	\$19,498.84	\$0.00	\$0.00	\$0.00	\$1,485,888.90
	30	\$145,084.21	Sep 15, 2028	2.420 %	\$127,104.95	\$17,979.26	\$0.00	\$0.00	\$0.00	\$1,358,783.95
	31	\$145,084.21	Mar 15, 2029	2.420 %	\$128,642.92	\$16,441.29	\$0.00	\$0.00	\$0.00	\$1,230,141.03
	32	\$145,084.21	Sep 15, 2029	2.420 %	\$130,199.50	\$14,884.71	\$0.00	\$0.00	\$0.00	\$1,099,941.53
	33	\$145,084.21	Mar 15, 2030	2.420 %	\$131,774.92	\$13,309.29	\$0.00	\$0.00	\$0.00	\$968,166.61
	34	\$145,084.21	Sep 15, 2030	2.420 %	\$133,369.39	\$11,714.82	\$0.00	\$0.00	\$0.00	\$834,797.22
	35	\$145,084.21	Mar 15, 2031	2.420 %	\$134,983.16	\$10,101.05	\$0.00	\$0.00	\$0.00	\$699,814.06
	36	\$145,084.21	Sep 15, 2031	2.420 %	\$136,616.46	\$8,467.75	\$0.00	\$0.00	\$0.00	\$563,197.60
	37	\$145,084.21	Mar 15, 2032	2.420 %	\$138,269.52	\$6,814.69	\$0.00	\$0.00	\$0.00	\$424,928.08
	38	\$145,084.21	Sep 15, 2032	2.420 %	\$139,942.58	\$5,141.63	\$0.00	\$0.00	\$0.00	\$284,985.50
	39	\$145,084.21	Mar 15, 2033	2.420 %	\$141,635.89	\$3,448.32	\$0.00	\$0.00	\$0.00	\$143,349.61
	40	\$145,084.14	Sep 15, 2033	2.420 %	\$143,349.61	\$1,734.53				\$0.00
DW-062600 Totals					\$5,352,305.15	\$1,289,542.92	\$0.00	\$127,538.39	\$1,516.30	

Combined								
Date	Payment #	Payment	Principal	Interest	GAA Fees	Service Fee	SF Int	Left To Pay
3/15/2014	1	\$201,998.00	\$35,467.39	\$37,475.92		\$127,538.39	\$1,516.30	\$5,316,837.76
9/15/2014	2	\$201,998.00	\$141,111.60	\$60,886.40				\$5,175,726.16
3/15/2015	3	\$201,998.00	\$139,635.49	\$62,362.51				\$5,036,090.67
9/15/2015	4	\$201,998.00	\$141,325.08	\$60,672.92				\$4,894,765.59
3/15/2016	5	\$201,998.00	\$142,912.26	\$59,085.74				\$4,751,853.33

Florida State Revolving Fund
Amortization Schedule Report

Sponsor: Hillsboro Beach
Funding Number: DW-062600

Combined								
Date	Payment #	Payment	Principal	Interest	GAA Fees	Service Fee	SF Int	Left To Pay
9/15/2016	6	\$201,998.00	\$144,500.57	\$57,497.43				\$4,607,352.76
3/15/2017	7	\$201,998.00	\$146,249.03	\$55,748.97				\$4,461,103.73
9/15/2017	8	\$201,998.00	\$148,018.64	\$53,979.36				\$4,313,085.09
3/15/2018	9	\$201,998.00	\$149,809.67	\$52,188.33				\$4,163,275.42
9/15/2018	10	\$201,998.00	\$151,622.37	\$50,375.63				\$4,011,653.05
3/15/2019	11	\$201,998.00	\$153,457.00	\$48,541.00				\$3,858,196.05
9/15/2019	12	\$201,998.00	\$155,313.83	\$46,684.17				\$3,702,882.22
3/15/2020	13	\$201,998.00	\$157,193.13	\$44,804.87				\$3,545,689.09
9/15/2020	14	\$201,998.00	\$159,095.16	\$42,902.84				\$3,386,593.93
3/15/2021	15	\$201,998.00	\$161,020.21	\$40,977.79				\$3,225,573.72
9/15/2021	16	\$201,998.00	\$162,968.56	\$39,029.44				\$3,062,605.16
3/15/2022	17	\$201,998.00	\$164,940.48	\$37,057.52				\$2,897,664.68
9/15/2022	18	\$145,084.21	\$110,022.47	\$35,061.74	\$0.00	\$0.00	\$0.00	\$2,787,642.21
3/15/2023	19	\$145,084.21	\$111,353.74	\$33,730.47	\$0.00	\$0.00	\$0.00	\$2,676,288.47
9/15/2023	20	\$145,084.21	\$112,701.12	\$32,383.09	\$0.00	\$0.00	\$0.00	\$2,563,587.35
3/15/2024	21	\$145,084.21	\$114,064.80	\$31,019.41	\$0.00	\$0.00	\$0.00	\$2,449,522.55
9/15/2024	22	\$145,084.21	\$115,444.99	\$29,639.22	\$0.00	\$0.00	\$0.00	\$2,334,077.56
3/15/2025	23	\$145,084.21	\$116,841.87	\$28,242.34	\$0.00	\$0.00	\$0.00	\$2,217,235.69

Florida State Revolving Fund
Amortization Schedule Report

Sponsor: Hillsboro Beach
Funding Number: DW-062600

Combined								
Date	Payment #	Payment	Principal	Interest	GAA Fees	Service Fee	SF Int	Left To Pay
9/15/2025	24	\$145,084.21	\$118,255.66	\$26,828.55	\$0.00	\$0.00	\$0.00	\$2,098,980.03
3/15/2026	25	\$145,084.21	\$119,686.55	\$25,397.66	\$0.00	\$0.00	\$0.00	\$1,979,293.48
9/15/2026	26	\$145,084.21	\$121,134.76	\$23,949.45	\$0.00	\$0.00	\$0.00	\$1,858,158.72
3/15/2027	27	\$145,084.21	\$122,600.49	\$22,483.72	\$0.00	\$0.00	\$0.00	\$1,735,558.23
9/15/2027	28	\$145,084.21	\$124,083.96	\$21,000.25	\$0.00	\$0.00	\$0.00	\$1,611,474.27
3/15/2028	29	\$145,084.21	\$125,585.37	\$19,498.84	\$0.00	\$0.00	\$0.00	\$1,485,888.90
9/15/2028	30	\$145,084.21	\$127,104.95	\$17,979.26	\$0.00	\$0.00	\$0.00	\$1,358,783.95
3/15/2029	31	\$145,084.21	\$128,642.92	\$16,441.29	\$0.00	\$0.00	\$0.00	\$1,230,141.03
9/15/2029	32	\$145,084.21	\$130,199.50	\$14,884.71	\$0.00	\$0.00	\$0.00	\$1,099,941.53
3/15/2030	33	\$145,084.21	\$131,774.92	\$13,309.29	\$0.00	\$0.00	\$0.00	\$968,166.61
9/15/2030	34	\$145,084.21	\$133,369.39	\$11,714.82	\$0.00	\$0.00	\$0.00	\$834,797.22
3/15/2031	35	\$145,084.21	\$134,983.16	\$10,101.05	\$0.00	\$0.00	\$0.00	\$699,814.06
9/15/2031	36	\$145,084.21	\$136,616.46	\$8,467.75	\$0.00	\$0.00	\$0.00	\$563,197.60
3/15/2032	37	\$145,084.21	\$138,269.52	\$6,814.69	\$0.00	\$0.00	\$0.00	\$424,928.08
9/15/2032	38	\$145,084.21	\$139,942.58	\$5,141.63	\$0.00	\$0.00	\$0.00	\$284,985.50
3/15/2033	39	\$145,084.21	\$141,635.89	\$3,448.32	\$0.00	\$0.00	\$0.00	\$143,349.61
9/15/2033	40	\$145,084.14	\$143,349.61	\$1,734.53				\$0.00
Total		\$6,770,902.76	\$5,352,305.15	\$1,289,542.92	\$0.00	\$127,538.39	\$1,516.30	

RESOLUTION NO. 2022-33

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, WAIVING COMPETITIVE PROCUREMENT AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE AN AGREEMENT WITH PPI CONSTRUCTION LLC FOR THE TOWN HALL FAÇADE RENOVATION PROJECT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission deems it to be in the best interests of the Town to waive competitive procurement and authorize the appropriate Town Officials to execute an Agreement with PPI Construction LLC for the Town Hall Façade Renovation Project.

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

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

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida hereby waives competitive procurement in accordance with the applicable section of the code of ordinances and authorizes the appropriate Town Officials to execute an Agreement with PPI Construction LLC for the Town Hall Façade Renovation Project in an amount not to exceed \$22,697.00. A copy of the Agreement is attached hereto as Exhibit "A".

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

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

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

**TOWN OF HILLSBORO BEACH
Agreement**

THIS AGREEMENT is entered into this _____ day of _____, 2022 by and between the TOWN OF HILLSBORO BEACH, a Florida municipal corporation, with an address of 1210 Hillsboro Mile, Hillsboro Beach, FL 33062 (hereinafter “TOWN”) and PPI CONSTRUCTION LLC, a Florida limited liability company, having an address of 401 E. Las Olas Blvd. #130722, Fort Lauderdale, FL 33301 (hereinafter CONTRACTOR).

WHEREAS, the TOWN desires to enter this Agreement with the CONTRACTOR for the Scope of Services, as described in Exhibit A, in accordance with the TOWN’s Façade Renovation Project; and

NOW, THEREFORE, in and for the mutual covenants contained herein and for other good and valuable consideration; the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

Article 1-TERM OF AGREEMENT

- 1.1 This Agreement shall become effective upon execution by both parties and shall terminate upon completion of the Scope of Services, at the sole discretion of the TOWN.
- 1.2 Any terms or conditions of this Agreement that require acts beyond the date of the term of this Agreement shall survive termination of this Agreement and shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

Article 2-CONTRACTOR OBLIGATIONS

- 2.1 The CONTRACTOR shall perform the services described in Exhibit A, attached hereto and incorporated herein as if set forth in full (“Scope of Services”).
- 2.2 The CONTRACTOR shall not subcontract or otherwise engage subcontractors to perform the required services without prior written consent of TOWN.
- 2.3 The CONTRACTOR is responsible for providing all necessary equipment to perform the services unless otherwise specified.

Article 3-COMPENSATION

- 3.1 The CONTRACTOR agrees to provide the Scope of Services to the TOWN.
- 3.2 The TOWN agrees to compensate the CONTRACTOR for all services performed and required under this Agreement pursuant to the Scope of Services the total amount not to

exceed Twenty-Two Thousand Six Hundred NinetySeven and 00/100 (\$22,697.00). CONTRACTOR shall provide services in accordance with Exhibit A, attached hereto.

- 3.3 Each month following the execution of this Agreement, the CONTRACTOR shall provide an invoice to the TOWN. The TOWN agrees to make payment to the CONTRACTOR within thirty (30) calendar days of receiving an accurate and completed invoice.
- 3.4 Taxes and Other Employment Levies: TOWN shall not be responsible for reporting, paying to CONTRACTOR or withholding employment taxes or other similar levies which federal or state law may require.

Article 4 – INSURANCE

The CONTRACTOR shall obtain at CONTRACTOR’S expense all necessary insurance in such form and amount as required by the TOWN prior to commencing work under this Agreement including, but not limited to, Workers’ Compensation Insurance, Liability Insurance, Unemployment Insurance and all other insurance required by law. CONTRACTOR shall maintain such insurance in full force and effect during the life of this Agreement. CONTRACTOR shall provide to the TOWN Certificates of insurance required under this section prior to beginning any work under this Agreement.

Article 5 - INDEMNIFICATION

The CONTRACTOR shall indemnify and save harmless and defend the TOWN, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the TOWN or any third party arising out of, or by reason of, or resulting from the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONTRACTOR pursuant to this Agreement.

Article 6 - INDEPENDENT CONTRACTOR

- 6.1 The CONTRACTOR, its employees, subcontractors, volunteers and agents shall be and remain independent contractors and not agents or employees of TOWN with respect to the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create an employer/employee relationship, a partnership association, joint venture or undertaking between the parties.
- 6.2 Neither the CONTRACTOR nor any of its employees, subcontractors, volunteers or agents shall receive or be entitled to any benefits afforded to TOWN employees.

- 6.3 The CONTRACTOR acknowledges that it: maintains a separate business with its own work facility, truck, equipment, materials, or similar accommodations; hold or have applied for a federal employer identification number, unless they are a sole proprietor who is not required to obtain a federal employer identification number under state or federal regulations; perform work or are available to perform work for any entity in addition to or besides the TOWN at their own election without the necessity of completing an employment application or process; receive compensation for work or services rendered on a competitive bid basis or completion of a task or a set of tasks as defined by this contractual agreement.

Article 7-ASSIGNMENT

The CONTRACTOR shall not assign, or transfer its rights, title or interests in the Agreement nor shall the CONTRACTOR delegate any of the duties and obligations undertaken by the CONTRACTOR without prior written approval of the TOWN.

Article 8-TERMINATION OF AGREEMENT

- 8.1 This Agreement may be terminated by TOWN or CONTRACTOR for convenience, upon 30 days written notice by the terminating party to the other party of such termination.

Article 9 – PUBLIC RECORD

- 9.1 The TOWN and the CONTRACTOR shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements set forth in Chapter 119, Florida Statutes.
- 9.2 The Parties are public agencies subject to Chapter 119, Florida Statutes. The Parties shall comply with Florida's Public Records Law. Specifically, the Parties shall:
1. Keep and maintain public records that ordinarily and necessarily would be required by the other party in order to perform the service;
 2. Provide the public with access to such public records on the same terms and conditions that the other party would provide the records and at a cost that does not exceed that provided in Chapter 119, Fla. Stat., or as otherwise provided by law;
 3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
 4. Meet all requirements for retaining public records and transfer to the other party, at no cost, all public records in possession of the CONTRACTOR upon termination of the contract. All records stored electronically must be provided to the other party in a format that is compatible with the information technology systems of the agency.

The failure of either party to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the other party shall enforce the Default in accordance with the provisions of this Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Town Clerk
Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, FL 33062
[\(954\) 427-4011](tel:9544274011)

Article 10-MISCELLANEOUS

- 10.1 This Agreement contains the entire understanding of the parties relating to the subject matter superseding all prior communication between the parties whether oral or written.
- 10.2 This Agreement may not be altered, amended, modified or otherwise changed nor may any of its terms be waived, except by a written instrument executed by both parties.
- 10.3 The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.
- 10.4 This Agreement constitutes the complete understanding of the parties for services and shall be governed by the laws of the State of Florida as now and hereinafter in force. The venue for actions arising out of this Agreement is fixed in Broward County, Florida.
- 10.5 CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S. Pursuant to Section 287.135, F.S., the TOWN may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

Article 11-NOTICE

All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by certified mail, return receipt requested, to the following persons and addresses:

TOWN: Town of Hillsboro Beach
1210 Hillsboro Mile, Hillsboro Beach, FL 33062
Attn: Mac Serda, Town Manager
Phone: 954-427-4011
E-mail: mserda@townofhillsborobeach.com

CONTRACTOR: PPI Construction LLC
401 E Las Olas Blvd #130722
Fort Lauderdale, FL 33301

[SIGNATURE PAGE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties, the TOWN OF HILLSBORO BEACH, through its authorized representative, and PPI CONSTRUCTION LLC, through its duly authorized representative have made and executed this Agreement on the respective dates under each signature.

TOWN

ATTEST:

**TOWN OF HILLSBORO BEACH,
FLORIDA**

Sherry D. Henderson, CMC, Town Clerk

Deborah L. Tarrant, Mayor

Date: _____

Date: _____

Approved as to form and legal
sufficiency:

Donald J. Doody, Town Attorney

CONTRACTOR

PPI CONSTRUCTION LLC

By: _____

Name: _____

Title: _____

**(STATE OF FLORIDA)
(COUNTY OF BROWARD)**

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of **PPI CONSTRUCTION LLC**, a limited liability company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **PPI CONSTRUCTION LLC** for the use and purposes mentioned in it and affixed the official seal of the company, and that the instrument is the act and deed of that limited liability company.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, **2022**.

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)

EXHIBIT A

SCOPE OF SERVICES



STUCCO DIVISION

A Division of:

PPI UNLIMITED

401 E. Las Olas Blvd. #130722

Ft. Lauderdale, Fl. 33301

RESPECTFULLY SUBMITTED / KEITH "COATING DIVISION"

954.716.4724 Email ppiconstruction22@gmail.com

WEB SITE / ppicorpfl.com

PROJECT ACCOUNTING

Town of Hillsboro Beach, Town Hall

1210 Hillsboro Mile

Hillsboro Beach, Fl. 33062

ATTN:

BOMAR BUILDERS

James Wentzel/ 954.650.4682 / jamesw@bomarbuilders.com

A. INITIAL CONTRACTS WITH BOMAR:

- | | |
|---|-------------|
| 1. INITIAL 12 INCHES OF SOFFIT & VENT..... | \$ 6,275.00 |
| 2. ADDITIONAL TO DEMO ENTIRE SOFFIT, LATH & STUCCO..... | \$ 3,500.00 |
| A. TOTAL = \$9,775.00 | |

B. ADDITIONAL CONTRACTS WITH TOWN OF HILLSBORO:

- | | |
|--|-------------|
| 1. PREP, BEAD & STUCCO FRONT FACADE (\$3,500 + \$5,000)..... | \$ 8,500.00 |
| 2. EXTERIOR PAINT..... | \$ 4,422.00 |
| B. TOTAL = \$12,922.00 | |

A + B TOTAL = \$22,697.00

**** "Thank You for Your Consideration", Keith 954.716.4724**





1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

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

Agenda Item Cover Memo

Agenda Item: Fourth Amendment to Agreement for Legal Services

Submitting Dept: D.J. Doody, Town Attorney

Agenda Date: July 12, 2022

1. BACKGROUND / HISTORY

The Town and the Town Attorney entered into an Agreement for Legal Services on September 18, 2007 (the "Original Agreement"), a First Amendment to Agreement for Legal Services on October 1, 2012, and a Second Amendment to Agreement for Legal Services on September 11th, 2013, and a Third Amendment to Agreement for Legal Services on July 17, 2017.

2. CURRENT ACTIVITY

In accordance with the Third Amendment legal services are provided to the Town at the hourly rate of \$225.00. The Town Attorney seeks a Fourth Amendment to Agreement for Legal Services to increase the hourly rate from \$225.00 to \$250.00 per hour.

3. FINANCIAL IMPACT

4. RECOMMENDATION

Consideration to Approve a Fourth Amendment to the Agreement for Legal Services for an increase in the Town Attorney's hourly rate.

RESOLUTION NO. 2022-34

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE THE FOURTH AMENDMENT TO AGREEMENT FOR LEGAL SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve and authorize the appropriate Town officials to execute the Fourth Amendment to Agreement for Legal Services.

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

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

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida, hereby approves and authorizes the appropriate Town officials to execute the Fourth Amendment to Agreement for Legal Services. A copy of the Fourth Amendment is attached hereto as Exhibit "A".

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

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

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

FOURTH AMENDMENT TO AGREEMENT FOR LEGAL SERVICES

THIS FOURTH AMENDMENT TO AGREEMENT FOR LEGAL SERVICES made and entered into the ____ day of _____, 2022 by and between:

TOWN OF HILLSBORO BEACH,
FLORIDA
1210 Hillsboro Mile
Hillsboro Beach, Florida 33062-1420
(hereinafter referred to as "Town")

AND

GOREN, CHEROF, DOODY & EZROL, P.A.
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, FL 33308
(hereinafter referred to as "Town Attorney")

WHEREAS, the Town and the Town Attorney entered into an Agreement for Legal Services on September 18, 2007 (the "Original Agreement"), a First Amendment to Agreement for Legal Services on October 1, 2012, and a Second Amendment to Agreement for Legal Services on September 11th, 2013, and a Third Amendment to Agreement for Legal Services on July 17, 2017; and

WHEREAS, the Town and the Town Attorney desire to amend the Original Agreement and all subsequent amendments to provide for an increase in the Town Attorney's hourly rate.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. The recitations set forth above are hereby incorporated herein.
2. Section 5 of the Original Agreement shall be amended as follows:

Effective as of August 1st, 2022 and as full payment and compensation for the Town Attorney's services hereunder, Town shall pay to Town Attorney and Town Attorney agrees to accept from Town an hourly rate of TWO HUNDRED AND FIFTY AND NO/100 DOLLARS (\$250.00) per hour.

3. All terms and conditions of the Original Agreement and subsequent Amendments not in conflict herewith shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

TOWN OF HILLSBORO BEACH,
FLORIDA

By: _____
Mayor Deborah L. Tarrant

Date: _____

GOREN, CHEROF, DOODY, &
EZROL, P.A.

By: _____
Donald J. Doody, Esq.

Date: _____

DJD:mea

THIRD AMENDMENT TO AGREEMENT FOR LEGAL SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR LEGAL SERVICES made and entered into the 12 day of July, 2017 by and between:

TOWN OF HILLSBORO BEACH,
FLORIDA
1210 Hillsboro Mile
Hillsboro Beach, Florida 33062-1420
(hereinafter referred to as "Town")

AND

GOREN, CHEROF, DOODY & EZROL, P.A.
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, FL 33308
(hereinafter referred to as "Town Attorney")

WHEREAS, the Town and the Town Attorney entered into an Agreement for Legal Services on September 18, 2007 (the "Original Agreement"), a First Amendment to Agreement for Legal Services on October 1, 2012, and a Second Amendment to Agreement for Legal Services on September 11th, 2013; and

WHEREAS, the Town and the Town Attorney desire to amend the Original Agreement and all subsequent amendments to provide for an increase in the Town Attorney's hourly rate.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. The recitations set forth above are hereby incorporated herein.
2. Section 5 of the Original Agreement shall be amended as follows:

Effective as of August 1st, 2017 and as full payment and compensation for the Town Attorney's services hereunder, Town

shall pay to Town Attorney and Town Attorney agrees to accept from Town an hourly rate of **TWO HUNDRED AND TWENTY - FIVE AND NO/100 DOLLARS (\$225.00)** per hour.

3. All terms and conditions of the Original Agreement and subsequent Amendments not in conflict herewith shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

TOWN OF HILLSBORO BEACH,
FLORIDA

By: Deborah L. Tarrant
Mayor Deborah L. Tarrant

Date: 7/12/17

GOREN, CHEROF, DOODY, &
EZROL, P.A.

By: Donald J. Doody
Donald J. Doody, Esq.

Date: July 12, 2017

DJD:mea

W:\WDox\Docs\1182\0606490\00190299.DOCX



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™
1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316
Phone: 954.921.7781 • Fax: 954.921.8807

TOWN OF HILLSBORO BEACH
1210 HILLSBORO MILE
HILLSBORO BEACH, FL 33062

Invoice number 103759
Date 05/31/2022

Project **179902 HILLSBORO BEACH BUILDING
CODE**

Billing period through May 31, 2022

CGA PM: Peter Deveaugh

emailto: Mac Serda (mserda@townofhillsborobeach.com)

cc: Stephen.Bloom@inframark.com
terri.lusk@inframark.com
ranathan@townofhillsborobeach.com
Sherry D. Henderson (shenderson@townofhillsborobeach.com)
Billing 85% of Permit Fees Collected

Invoice Summary

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Remaining	Current Billed
BUILDING CODE SERVICES	0.00	0.00	1,659,319.53	1,611,785.60	-1,659,319.53	47,533.93
FLOOD PLAIN MANAGEMENT	0.00	0.00	562.50	562.50	-562.50	0.00
REIMBURSABLES	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	1,659,882.03	1,612,348.10	-1,659,882.03	47,533.93

Hillsboro Beach MAY Fees	
Total Permit Fees	\$ 55,834.03
Town Rev - 15%	\$ 8,375.10
CGA Rev - 85%	\$ 47,458.93
➤ CGA Admin Fees	\$ 75.00
CGA TOTAL	\$ 47,533.93

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Remaining	Current Billed
BUILDING CODE SERVICES	0.00	0.00	1,659,319.53	1,611,785.60	-1,659,319.53	47,533.93
Total	0.00	0.00	1,659,319.53	1,611,785.60	-1,659,319.53	47,533.93

Invoice total 47,533.93



**Town of Hillsboro Beach
Building Department
Finance Report**

**Start Date: 5/1/2022
End Date: 5/31/2022**

	Permit Fees	Town Revenue	Fire Fees	Zoning Fees	Admin Fees	CGA Revenue	BORA	DBPR	DCA
MTD	\$55,834.03	\$8,375.10	\$600.00	\$0.00	\$75.00	\$47,458.93	\$933.84	\$830.63	\$574.38
YTD	\$593,478.73	\$89,021.81	\$4,350.00	\$9,900.00	\$2,225.00	504,456.92	\$11,517.48	\$8,994.90	\$6,167.84



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™
1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316
Phone: 954.921.7781 • Fax: 954.921.8807

TOWN OF HILLSBORO BEACH
1210 HILLSBORO MILE
HILLSBORO BEACH, FL 33062

Invoice number 104864
Date 06/30/2022

Project **179902 HILLSBORO BEACH BUILDING
CODE**

Billing period through June 30, 2022

CGA PM: Peter Deveaugh

emailto: Mac Serda (mserda@townofhillsborobeach.com)

cc: Stephen.Bloom@inframark.com
terri.lusk@inframark.com
ranathan@townofhillsborobeach.com
Sherry D. Henderson (shenderson@townofhillsborobeach.com)
Billing 85% of Permit Fees Collected

Invoice Summary

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Remaining	Current Billed
BUILDING CODE SERVICES	0.00	0.00	1,778,627.11	1,659,319.53	-1,778,627.11	119,307.58
FLOOD PLAIN MANAGEMENT	0.00	0.00	562.50	562.50	-562.50	0.00
REIMBURSABLES	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	1,779,189.61	1,659,882.03	-1,779,189.61	119,307.58

Hillsboro Beach June Fees

Total Permit Fees \$140,303.03
Town Rev - 15% \$21,045.45
CGA Rev - 85% \$119,257.58
CGA Admin Fees \$50.00
CGA TOTAL \$119,307.58

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Remaining	Current Billed
BUILDING CODE SERVICES	0.00	0.00	1,778,627.11	1,659,319.53	-1,778,627.11	119,307.58
Total	0.00	0.00	1,778,627.11	1,659,319.53	-1,778,627.11	119,307.58

Invoice total 119,307.58



**Town of Hillsboro Beach
Building Department
Finance Report**

**Start Date: 6/1/2022
End Date: 6/30/2022**

	Permit Fees	Town Revenue	Fire Fees	Zoning Fees	Admin Fees	CGA Revenue	BORA	DBPR	DCA
MTD	\$140,303.03	\$21,045.45	\$600.00	\$1,800.00	\$50.00	\$119,257.58	\$784.36	\$609.57	\$429.61
YTD	\$733,781.76	\$110,067.26	\$4,950.00	\$11,700.00	\$2,275.00	623,714.50	\$12,301.84	\$9,604.47	\$6,597.45



A TRANSPORTATION AMERICA COMPANY

LIMOUSINES OF SOUTH FLORIDA INC

2000 N SR 7

LAUDERDALE LAKES, FL 33313

(954) 463 - 0845

May 31, 2022

Town of Hillsboro Beach

1210 Hillsboro Mile

Hillsboro Beach, FL 33062

Attention: inframark@avidbill.com

Invoice Number: 22-0531-26

Account Number: 32-TOWNH

For Services Provided May 2022 (13 Service Days)

Hillsboro Beach Route (May 1 - 31, 2022)

<i>Hillsboro</i>	<i>8.90 Svc Hrs/Day</i>	<i>X 13 Days</i>	<i>= 115.70 hrs @ \$53.00 hr</i>	\$6,132.10
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<i>Monthly Total Prior to Downtime Deduction</i>	6,132.10
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<i>Downtime Deduction</i>	<i>\$0.00</i>
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<i>Total Amount Due</i>	\$6,132.10
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Remittance Instructions: Limousines of South Florida 2000 N SR 7 Lauderdale Lakes, FL 33313

For Billing Inquiries, please contact David Fernandez (954) 463-0845

LIMOUSINES OF SOUTH FLORIDA THANKS YOU FOR YOUR BUSINESS

LSF Billing Copy Ridership Summary

May 2022

Daily Passengers:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
42		40		41		
42		43		42		
42		42		42		
41		40		44		
	38					

0

0

Total Monthly Passengers:

539

Daily Revenue Miles:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
105.00		105.00		105.00		
105.00		105.00		106.00		
105.00		104.00		105.00		
104.00		104.00		105.00		
	104.00					

0.0

0.0

Total Monthly Revenue Miles:

1,362.0

Total Scheduled Revenue Miles

1,414.9

Total Vehicle Hours

125.71

Total Revenue Hours

114.79

Service Days - Weekdays

13

Missed Service in Minutes

0

Pass/Revenue Hour

4.7

Total Monthly Vehicle Miles: **

1,667.5

Vehicle	AM - 1st day this month	PM - Last day this month	Total
2017	23,584	25,403	1,819.0
			0.0
			0.0
			0.0
			0.0
			1,819.0



A TRANSPORTATION AMERICA COMPANY

LIMOUSINES OF SOUTH FLORIDA INC

2000 N SR 7

LAUDERDALE LAKES, FL 33313

(954) 463 - 0845

May 31, 2022

Town of Hillsboro Beach

1210 Hillsboro Mile

Hillsboro Beach, FL 33062

Attention: inframark@avidbill.com

Date of Service		Hillsboro	Total Hours	Hourly \$	Total \$	Disruption
Sunday, May 1, 2022						
Monday, May 2, 2022		8.90	8.90	\$53.00	\$471.70	
Tuesday, May 3, 2022						
Wednesday, May 4, 2022		8.90	8.90	\$53.00	\$471.70	
Thursday, May 5, 2022						
Friday, May 6, 2022		8.90	8.90	\$53.00	\$471.70	
Saturday, May 7, 2022						
Sunday, May 8, 2022						
Monday, May 9, 2022		8.90	8.90	\$53.00	\$471.70	
Tuesday, May 10, 2022						
Wednesday, May 11, 2022		8.90	8.90	\$53.00	\$471.70	
Thursday, May 12, 2022						
Friday, May 13, 2022		8.90	8.90	\$53.00	\$471.70	
Saturday, May 14, 2022						
Sunday, May 15, 2022						
Monday, May 16, 2022		8.90	8.90	\$53.00	\$471.70	
Tuesday, May 17, 2022						
Wednesday, May 18, 2022		8.90	8.90	\$53.00	\$471.70	
Thursday, May 19, 2022						
Friday, May 20, 2022		8.90	8.90	\$53.00	\$471.70	
Saturday, May 21, 2022						
Sunday, May 22, 2022						
Monday, May 23, 2022		8.90	8.90	\$53.00	\$471.70	
Tuesday, May 24, 2022						
Wednesday, May 25, 2022		8.90	8.90	\$53.00	\$471.70	
Thursday, May 26, 2022						
Friday, May 27, 2022		8.90	8.90	\$53.00	\$471.70	
Saturday, May 28, 2022						
Sunday, May 29, 2022						
Monday, May 30, 2022						
Tuesday, May 31, 2022		8.90	8.90	\$53.00	\$471.70	
		115.70	115.70		\$6,132.10	



A TRANSPORTATION AMERICA COMPANY

LIMOUSINES OF SOUTH FLORIDA INC

2000 N SR 7

LAUDERDALE LAKES, FL 33313

(954) 463 - 0845

June 30, 2022

Town of Hillsboro Beach

1210 Hillsboro Mile

Hillsboro Beach, FL 33062

Attention: inframark@avidbill.com

Invoice Number: 22-0630-26

Account Number: 32-TOWNH

For Services Provided June 2022 (13 Service Days)

Hillsboro Beach Route (June 1 - 30, 2022)

<i>Hillsboro</i>	8.90	<i>Svc Hrs/Day</i>	X	13	<i>Days</i>	=	115.70	<i>hrs</i>	@	\$53.00	<i>hr</i>	\$6,132.10
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<i>Monthly Total Prior to Downtime Deduction</i>	6,132.10
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<i>Downtime Deduction</i>	-\$260.58
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<i>Total Amount Due</i>	\$5,871.52
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Remittance Instructions: Limousines of South Florida 2000 N SR 7 Lauderdale Lakes, FL 33313

For Billing Inquiries, please contact David Fernandez (954) 463-0845

LIMOUSINES OF SOUTH FLORIDA THANKS YOU FOR YOUR BUSINESS

Town of Hillsboro Ridership Summary

June-22

Daily Passengers:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		44		42	
42		43		39	
43		37		43	
44		42		41	
43		42			

0

Total Monthly Passengers:

545

Daily Revenue Miles:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		104.00		105.00	
105.00		104.00		59.00	
105.00		92.00		105.00	
104.00		105.00		105.00	
105.00		104.00			

0.0

Total Monthly Revenue Miles:

1302.0

Total Scheduled Revenue Miles

1414.9

Total Vehicle Hours

120.8

Total Revenue Hours

109.9

Service Days

13

Missed Service in Minutes

295

Passengers per revenue hour

5.0

Total Monthly Vehicle Miles: **

1,607.5

AM - 1st day this month

PM - Last day this month

Veh 2017

25,403

27,213

Alt Veh #

Hillsboro Beach May 2022 Down Time

ROUTE	DATE	BUS	DRIVER	TIME ROUTE DOWN	TIME ROUTE UP	TOTAL DOWN TIME	REASON FOR DOWN ROUTE
Hillsboro Beach	6/10/2022	2017	D. Kaminski	9:00	12:55	235	Maintenance - Check engine. Engine stalls
Hillsboro Beach	6/15/2022	2017	D. Kaminski	9:00	10:00	60	Maintenance - Lights, electrical

TOTAL: 295



A TRANSPORTATION AMERICA COMPANY

LIMOUSINES OF SOUTH FLORIDA INC

2000 N SR 7

LAUDERDALE LAKES, FL 33313

(954) 463 - 0845

June 30, 2022

Town of Hillsboro Beach

1210 Hillsboro Mile

Hillsboro Beach, FL 33062

Attention: inframark@avidbill.com

Date of Service		Hillsboro	Total Hours	Hourly \$	Total \$	Disruption
Wednesday, June 1, 2022		8.90	8.90	\$53.00	\$471.70	
Thursday, June 2, 2022						
Friday, June 3, 2022		8.90	8.90	\$53.00	\$471.70	
Saturday, June 4, 2022						
Sunday, June 5, 2022						
Monday, June 6, 2022		8.90	8.90	\$53.00	\$471.70	
Tuesday, June 7, 2022						
Wednesday, June 8, 2022		8.90	8.90	\$53.00	\$471.70	
Thursday, June 9, 2022						
Friday, June 10, 2022		8.90	8.90	\$53.00	\$471.70	235
Saturday, June 11, 2022						
Sunday, June 12, 2022						
Monday, June 13, 2022		8.90	8.90	\$53.00	\$471.70	
Tuesday, June 14, 2022						
Wednesday, June 15, 2022		8.90	8.90	\$53.00	\$471.70	60
Thursday, June 16, 2022						
Friday, June 17, 2022		8.90	8.90	\$53.00	\$471.70	
Saturday, June 18, 2022						
Sunday, June 19, 2022						
Monday, June 20, 2022		8.90	8.90	\$53.00	\$471.70	
Tuesday, June 21, 2022						
Wednesday, June 22, 2022		8.90	8.90	\$53.00	\$471.70	
Thursday, June 23, 2022						
Friday, June 24, 2022		8.90	8.90	\$53.00	\$471.70	
Saturday, June 25, 2022						
Sunday, June 26, 2022						
Monday, June 27, 2022		8.90	8.90	\$53.00	\$471.70	
Tuesday, June 28, 2022						
Wednesday, June 29, 2022		8.90	8.90	\$53.00	\$471.70	
Thursday, June 30, 2022						
Friday, July 1, 2022						
		115.70	115.70		\$6,132.10	



2002 West Grand Parkway North
Suite 100
Katy, TX 77449

INVOICE

INVOICE#

#79062

DATE

06/22/2022

CUSTOMER ID

C1312

NET TERMS

Net 30

PO#**DUE DATE**

07/22/2022

BILL TO

Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach FL 33062
United States

Services provided for the Month of: June 2022

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
Accounting Services for the Month of: June 2022					
Financial Accounting Service 001-532004-51308-5000	1	Ea	7,607.43		7,607.43
Postage 001-541010-51307-5000	1	Ea	76.80		76.80
Storage 001-544025-51307-5000	1	Ea	11.10		11.10
Subtotal					7,695.33

Subtotal

\$7,695.33

Tax

\$0.00

Total Due

\$7,695.33

Remit To : Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778

To pay by Credit Card, please contact us at 281-578-4299, 9:00am - 5:30pm EST, Monday – Friday. A surcharge fee may apply.

To pay via ACH or Wire, please refer to our banking information below:

Account Name: INFRAMARK, LLC

ACH - Bank Routing Number: 111000614 / Account Number: 912593196

Wire - Bank Routing Number: 021000021 / SWIFT Code: CHASUS33 / Account Number: 912593196

Please include the Customer ID and the Invoice Number on your form of payment.

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

TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile
Hillsboro Beach FL 33062

Attn: Mac Serda, Town Manager

Page: 1
07/01/2022
ACCOUNT NO: 1182-0606490
STATEMENT NO: 42402

General Matters

			HOURS	
03/30/2022	DJD	Address items for agenda	0.40	
05/27/2022	DJD	Review memorandum and map from CGA re: crosswalks; telephone conference with Town Manager, Mac Serda	0.50	
05/31/2022	DJD	Revise ordinance to incorporate Jim Hickey's additional recommendations; email to Town Commission; Telephone conference with Town Manager, Mac Serda; initial review of SB-40; review staff report	2.60	
06/02/2022	DJD	Initial review of Agenda	0.60	
06/06/2022	SMS	Review for indemnification language.	0.40	
	DJD	Review Agenda; telephone conference with counsel for JM Family Enterprises; telephone conference with Michael Owens, Esq	1.40	
06/07/2022	DJD	Prepare for and attend Town Commission Meeting; review revised Agreement With JM Family Enterprises; post Commission meeting follow up	4.60	
06/13/2022	DJD	Review email from Mayor Tarrant; Telephone conference with Mac Serda and Jim Hickey	0.80	
06/20/2022	DJD	Review emails	0.20	
06/21/2022	DJD	Respond to inquiry from Town Manager	0.20	
06/27/2022	DJD	Telephone conference with Chief Szesnat; review petition for disposal of contraband; review email from Tim Blankenship	0.80	
06/28/2022	SMS	Review Business Services and BAA Agreement and draft Addendum.	1.00	
	DJD	Initial review of Agreements with Foundation Risk Partners Corp Brothers Service Agreement and HIPAA Business Associate Agreement; telephone conference with Chief Szesnat	1.10	
06/29/2022	DJD	Address issue of swim zone; issue response to auditors	0.60	
		FOR CURRENT SERVICES RENDERED	15.20	3,420.00

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
D.J. DOODY	13.80	\$225.00	\$3,105.00

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

TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile
Hillsboro Beach FL 33062

Attn: Sherry Henderson

Page: 1
07/01/2022
ACCOUNT NO: 1182-1200995
STATEMENT NO: 42404

adv. Richard Crusco, Charles Doherty, et al

			HOURS	
06/24/2022	DJD	Telephone conference with Jeffrey Bass; review pleading	0.40	
06/27/2022	DJD	Telephone conference with Jeff Bass, Esq	0.30	
		FOR CURRENT SERVICES RENDERED	0.70	157.50

RECAPITULATION			
<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
D.J. DOODY	0.70	\$225.00	\$157.50

Photocopies	48.65
TOTAL EXPENSES	48.65
TOTAL CURRENT WORK	206.15
BALANCE DUE	<u>\$206.15</u>

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

TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile
Hillsboro Beach FL 33062

Attn: Sherry Henderson

Page: 1
07/01/2022
ACCOUNT NO: 1182-1200998
STATEMENT NO: 42405

Development (BH3)

HOURS

06/03/2022	DJD	Address issue with application for conditional use	0.40	
06/06/2022	DJD	Telephone conference with Jim Hickey	0.40	
06/21/2022	DJD	Telephone conference with Debbie Orshefsky, Esq re: conditional use	0.30	
06/22/2022	DJD	Telephone conference with Debbie Orshefsky, Esq. for Hillsboro Resort	0.30	
		FOR CURRENT SERVICES RENDERED	1.40	315.00

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
D.J. DOODY	1.40	\$225.00	\$315.00

TOTAL CURRENT WORK 315.00

BALANCE DUE \$315.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

Invoice Date:
June 28, 2022

Services from
04/27/22 thru 05/31/22

Invoice Number: revised 4698
1 of 3



REINVENTING YOUR CITY

Town of Hillsboro Beach
Attn: Mayor Deborah L. Tarrant
1210 Hillsboro Mile
Hillsboro Beach, FL 33062
Re: Services

General Planning

	Date and Description (date) (detail)	(hours)
general	4/27/2022 call w/ SB&S LLC "Bill" Letter of Consistency	0.25
general	5/19/2022 rezoning call	0.25
general	5/25/2022 meet w/ Mac + Steve accounting	0.50
general	5/25/2022 call regarding impact fees	0.25
general	5/31/2022 response to email Affinity Architect setbacks	0.25
general	5/31/2022 respond to email multi-family + bldg height	0.25
general	5/31/2022 respond to water cooler location question	0.25
975	5/17/2022 surveyor + calls w/ home owner (John Carson)	1.00
975	5/25/2022 calls	0.50
general (density)	5/26/2022 email + call Dennis Villa	0.25
general (density)	5/27/2022 email + code research + call	0.50
general (density)	5/27/2022 email Jim Hickey	0.25
general (density)	5/31/2022 email Dennis Villa	0.25
925	5/7/2022 emails - letter of no objection letter of consistency + Civil Plan + Landscape	0.50
925	5/8/2022 Plans review	1.25
925	5/10/2022 call w/ Joan - conditions of approval	0.25
925	5/17/2022 calls + email Joan	0.50
945	5/15/2022 review survey dropped off by Chris	0.50
945	5/23/2022 call w/ Chris 954-290-7100	0.25
961	5/9/2022 email from James Cruz Letter of no objection	0.25
Total General Planning		8.25

Site Plan / Variance Rev.

(hours)

Total Site Plan / Variance Review	Time - hrs.	0.00
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Invoice Date:
June 28, 2022

Services from
04/27/22 thru 05/31/22

Invoice Number: revised 4698
2 of 3



REINVENTING YOUR CITY

Town of Hillsboro Beach
Attn: Mayor Deborah L. Tarrant
1210 Hillsboro Mile
Hillsboro Beach, FL 33062
Re: Services

Permitting Address	Date and Description	(hours)
931	Permit # (87678) rev 476220 (landscape)	
	5/9/2022 picked up	Flat Rate #5
	5/17/2022 reviewed	1.25
	5/18/2022 dropped off	Flat Rate #7
	5/26/2022 calls + email w/ Steve Mitchell	0.50
		1.75
957	Permit #477146	
	4/27/2022 picked up	Flat Rate #2
	4/27/2022 review	0.75
	4/28/2022 drop off	Flat Rate #3
		0.75
995	Permit # (4731) (not included in previous invoice)	
	4/26/2022 pick up	Flat Rate #1
	4/26/2022 review	1.00
	5/11/2022 pick up	Flat Rate #6
	5/17/2022 review	0.75
	5/18/2022 drop off	Flat Rate #7
	4/27/2022 drop off	Flat Rate #2
		1.75
1091	Permit # (474318)	
	4/27/2022 call w/ Sonia - inspection	0.25
	4/27/2022 coordinate w/ Patesha - inspection	0.25
	4/27/2022 pick up (for inspection)	Flat Rate #2
	4/28/2022 review file	0.25
	4/28/2022 inspection	1.25
	4/29/2022 drop off	Flat Rate #4
	5/11/2022 meet w/Mac	1.25
		3.25

Invoice Date:
June 28, 2022

Services from
04/27/22 thru 05/31/22

Invoice Number: revised 4698
3 of 3



REINVENTING YOUR CITY

Town of Hillsboro Beach
Attn: Mayor Deborah L. Tarrant
1210 Hillsboro Mile
Hillsboro Beach, FL 33062
Re: Services

1155 Permit # (459218)

5/11/2022 pick up	Flat Rate #6	
5/23/2022 review		1.00
5/24/2022 drop off	Flat Rate #8	
		1.00

1155 Permit # (459219)

5/11/2022 pick up	Flat Rate #6	
5/23/2022 review		1.00
5/24/2022 drop off	Flat Rate #8	
		1.00

General Planning Hours	8.25
Site Plan / Variance Review Hours	0.00
Permitting Hours	9.50
Sub-total Hourly Services	17.75

Total Hours	17.75
Hourly Rate	100.00
Amount Due	1775.00
8 drop off/pick up at \$25 each	200.00
Total Amount Due	\$ 1,975.00

Invoice Date:
June 28, 2022

Services from
06/01/22 thru 06/28/22

Invoice Number: 4699
1 of 3



REINVENTING YOUR CITY

Town of Hillsboro Beach
Attn: Mayor Deborah L. Tarrant
1210 Hillsboro Mile
Hillsboro Beach, FL 33062
Re: Services

General Planning

	Date and Description (date) (detail)	(hours)
general	6/3/2022 call from realtor - change zoning	0.25
general	6/15/2022 rezoning designation call	0.25
	email - Hillsboro Club dune restoration letter	
general	6/27/2022 of consistency	0.25
	coordinate Hillsboro Club dune restoration	
general	6/28/2022 letter of consistency	0.25
general (density)	6/1/2022 email Jim Hickey	0.25
general (density)	6/2/2022 email Dennis Villa	0.25
	email + call w/ Mac - mayor question on 925	
925	6/2/2022 setback	0.25
925	6/3/2022 emails w/ Mac + Steve Mitchell	0.25
925	6/5-6/2022 review survey + email w/ Mac	0.50
925	6/6/2022 call w/ Joan	0.25
925	6/7/2022 email	0.25
925	6/20/2022 call w/ Joan	0.25
935-939	6/13/2022 email from Mac regarding parking on west side	0.25
935-939	6/16/2022 email Patesha + Mac	0.25
935-939	6/22/2020 research + email to Mac + drop off copies	0.75
	Letter of consistency requested by Bia Camera	
985	6/30/2022 review email plans + phone calls	1.00
	review emailed preliminary plans + code	
1085	6/30/2022 research + calls	1.25
Total General Planning		6.75

Site Plan / Variance Rev.

(hours)

Total Site Plan / Variance Review	Time - hrs.	0.00
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Invoice Date:
June 28, 2022

Services from
06/01/22 thru 06/28/22

Invoice Number: 4699
2 of 3



REINVENTING YOUR CITY

Town of Hillsboro Beach
Attn: Mayor Deborah L. Tarrant
1210 Hillsboro Mile
Hillsboro Beach, FL 33062
Re: Services

Permitting Address	Date and Description	(hours)
925	Permit #46080	
	6/16/2022 picked up file	Flat Rate #1
	6/20/2022 coordinate w/ Patesha plans not in file	0.50
	6/24/2021 pick up plans	Flat Rate #3
	6/27/2022 review survey + file + approved plans	0.75
	6/28/2022 call surveyor + Joan + review emailed survey	1.00
	6/29/2022 drop off	Flat Rate #4
	coordinate - calls with surveyor, applicant,	
	6/29/2022 home owner	0.75
	6/30/2022 drop off	Flat Rate #5
		3.00
1091	Permit # (474318)	
	coordinate inspection w/ Patesha + final	
	6/8/2022 survey	0.50
	6/8/2022 call w/ Sonia 561-286-7007	0.25
	6/17/2022 pick up file	Flat Rate #2
	6/24/2022 email + coordinate w/ Mac reinspection	0.50
	6/25/2022 emails	0.25
	6/27/2022 review file - inspection call Sonia 561-286-7007	0.50
	6/28/2022 inspection	1.25
	6/29/2022 drop off	Flat Rate #4
	6/29/2022 call w/general contractor	0.25
	6/30/2022 drop off	Flat Rate #5
		3.50

Invoice Date:
June 28, 2022

Services from
06/01/22 thru 06/28/22

Invoice Number: 4699
3 of 3



REINVENTING YOUR CITY

Town of Hillsboro Beach
Attn: Mayor Deborah L. Tarrant
1210 Hillsboro Mile
Hillsboro Beach, FL 33062
Re: Services

General Planning Hours	6.75
Site Plan / Variance Review Hours	0.00
Permitting Hours	6.50
Sub-total Hourly Services	13.25
Total Hours	13.25
Hourly Rate	100.00
Amount Due	1325.00
5 drop off/pick up at \$25 each	125.00
Total Amount Due	\$ 1,450.00

PROCLAMATION
Town of Hillsboro Beach, Florida

SUICIDE PREVENTION AWARENESS MONTH
September 2022

WHEREAS, the month of September is nationally recognized as *Suicide Prevention Awareness Month*. The Town of Hillsboro Beach Commission is firmly committed to raising awareness about Suicide Prevention in Hillsboro Beach and Broward County; and

WHEREAS, over 40,000 Americans die by suicide each year. In Florida, a person dies by suicide every two hours on average. Suicides in Florida far outnumber homicide; and

WHEREAS, suicide is a national epidemic costing the lives of 6,000 Veterans each year and is a leading cause of death for first responders. Firearms are the leading method of suicide in Florida and the most lethal method and access to a gun triples the risk of death; and

WHEREAS, suicide is the second leading cause of death for young people in the United States. Every year nearly 3,000 young people die by firearm suicide; and

WHEREAS, it is critical to recognize the signs of depression that may lead to thoughts of suicide including: speaking about wanting to die, feelings of isolation or hopelessness, increased use of drugs or alcohol, and severe mood swing; and

WHEREAS, it is critical to recognize the best methods to prevent suicide when a person is in crisis: ask if the person is thinking of taking their life; keep them safe and remove their access to lethal means such as firearms, poisons, and prescription drugs, and get them professional help. In Florida, dial 2-1-1 or call the National Suicide Prevention Lifeline 1-800-273-8255 or text 741741; and

WHEREAS, the League of Women Voters of Broward County has provided significant leadership in suicide prevention through community education and creation of their *Lock It Up!* gun safety program. The Florida Chapter of the American Academy of Pediatrics has provided significant leadership in suicide prevention through community education and programming.

THEREFORE, BE IT RESOLVED that I Mayor Deborah L. Tarrant, do hereby recognizes and designates the month of September 2022 as *Suicide Prevention Month* and enthusiastically supports the mission of *Lock It Up!*, and the League of Women Voters of Broward County Gun Safety Committee, as well as the Florida Chapter of the American Academy of Pediatrics, by encouraging safe storage of firearms and removal of other lethal means to prevent suicide.

IN WITNESS THEREOF, I have hereunto set my hand on this 12th day of July 2022 and cause the official seal of the Town of Hillsboro Beach, Florida to be affixed.

By:

(seal)

Attested By:

Honorable Deborah L. Tarrant
Mayor

Sherry D. Henderson, CMC
Town Clerk

From: barbaramarkley <barbaramarkley@bellsouth.net>

Date: Monday, August 16, 2021 at 10:02 PM

Subject: Fw: Proclamation for Suicide Prevention Awareness Month

Dear Mayor Tarrant, Vice Mayor Kirdahy, and Commissioners:

I am writing to ask if you would consider issuing a proclamation for *Suicide Prevention Awareness Month* which is recognized nationally in September. The draft of this proclamation was prepared jointly by the League of Women Voters of Broward County and the Florida Chapter of the American Academy of Pediatrics and is an educational document to raise awareness of the signs of depression and the actions to take to help prevent suicide.

The facts included are:

1. Over 40,000 Americans die by suicide each year. In Florida, a person dies by suicide every two hours on average.
2. Suicides in Florida far outnumber homicides.
3. Suicide is a national epidemic costing the lives of 6,000 Veterans each year and is a leading cause of death for first responders.
4. Firearms are the leading method of suicide in Florida and the most lethal method. Access to a gun triples the risk of death.
5. Suicide is the second leading cause of death for young people in the United States. Every year, nearly 3,000 young people die by firearm suicide.
6. It is critical to recognize the signs of depression that may lead to thoughts of suicide including: speaking about wanting to die, feelings of isolation or hopelessness, increased use of drugs or alcohol, and severe mood swings.
7. It is critical to recognize the best methods to prevent suicide when a person is in crisis: ask if the person is thinking of taking their life; keep them safe and remove their access to lethal means such as firearms, poisons, and prescription drugs, and get them professional help. In Florida, dial 2-1-1 or call the National Suicide Prevention Lifeline 1-800-273-8255 or text 741741. Please feel free to contact me with any questions you may have. Thank you for your consideration.

Sincerely,

Barbara Markley

Barbara Markley, Co-Chair
Gun Safety Committee
League of Women Voters of Broward
www.lwvbroward.org
(954) 609-7928

*Protect Children
Prevent Suicide
Reduce Crime
Save a Life, Lock Up Your Gun!*



Hillsboro Beach Police Monthly Report

To: Town Manager, Mac Serda
 From: Police Chief, Jay Szesnat
 Subject: May 2022 Monthly Report

Patrol Snapshot:

Activity	Current Month	April 2022	April 2021
Contacts			
Motor Vehicle	106	71	50
Crosswalk	72	70	52
Marine Unit	119	109	71
Beach Unit	37	17	4
Cyclists	112	99	25
Arrests	2	1	0
Service			
Alarms	11	14	11
Assist Other Agency	7	7	3
Dogs on Beach/Animal	6	5	5
Vessel	12	13	9
Noise	0	2	3
Open Doors	1	0	1
Police Assists	112	118	47
Domestic/Disturbances	3	0	2
Sick/Injured	22	13	12
Crash	2	1	1
Trespassing	5	1	85
Security Checks	6611	6226	6510
Total Calls	271	288	227

Investigations Snapshot:

April 2022 (new)	Actively Working	Inactivated/Cleared
Grand Theft (#221299)	Fraud-Romance Scam (#212822)	Burglary Vessel/Grand Theft (#220657)
	Death Investigation (#211267)	Theft of Controlled Substance (221005)
	Stolen Vehicle (#202724)	
	Fraud (#220561)	
	Forgery (#220904)	
	Grand Theft (#221015)	

May Notable Events:

On May 1st our HBPD Officers responded to a 911 CAD Alert in reference to a traffic crash involving an overturned vehicle with a female adult and a child trapped inside. Units arrived on scene forthwith, locating the adult female outside of the vehicle, she was conscious and breathing. Thankfully, she was the only occupant of the vehicle the 911 caller was mistaken regarding a child being present. The driver and vehicle were both attended to and our units cleared the scene.

On May 1st our HBPD Officers responded to a call from the United States Coast Guard in reference to a Dive Boat with an injured diver aboard. Our Marine Unit was already arriving on scene along with a Broward Sheriff's Office Marine asset when the call was received. The injured diver was escorted to the Northside dock and transferred to BSO Fire Rescue.

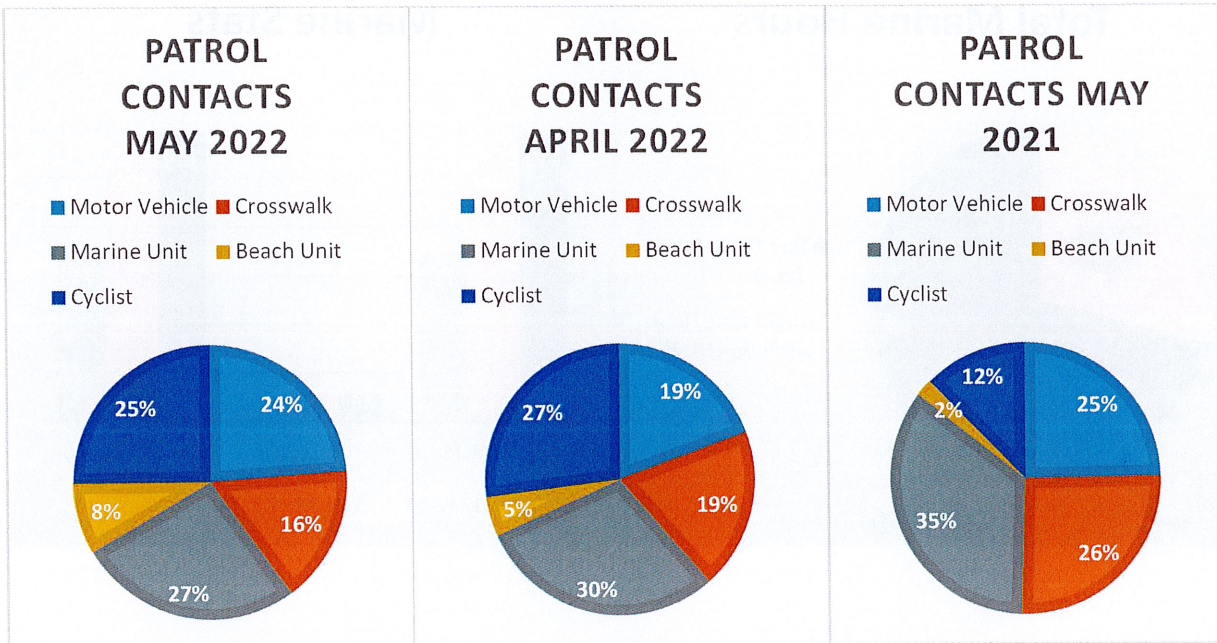
On May 10th our HBPD Officers responded to a call from the Broward Sheriff's Office in reference to a capsized small boat just offshore approaching the northern jurisdictional border with Deerfield Beach. Further reports indicated the capsized boat may be part of a migrant landing. All available units including Marine 1 responded to the area to check the surf for persons in distress as well as an area search for any human trafficking or migrant smuggling activity. Broward County Sheriff's Office had a similar response in Deerfield Beach, including marine and aviation assets. It was determined that no such landing occurred and the boat was a derelict vessel floating south from a previous event in Palm Beach County.

On May 12th an HBPD Officer on patrol reported a tractor trailer truck on its side in the 900 block of Hillsboro Mile. The vehicle had pulled off the road onto unstable terrain and tipped over, no injuries were reported however there was a partial roadway obstruction and hazardous conditions. The roadway was reduced to one lane with some intermittent closures until the vehicle could be up-righted and removed from the scene. The NIXLE messaging system was utilized to alert our residents.

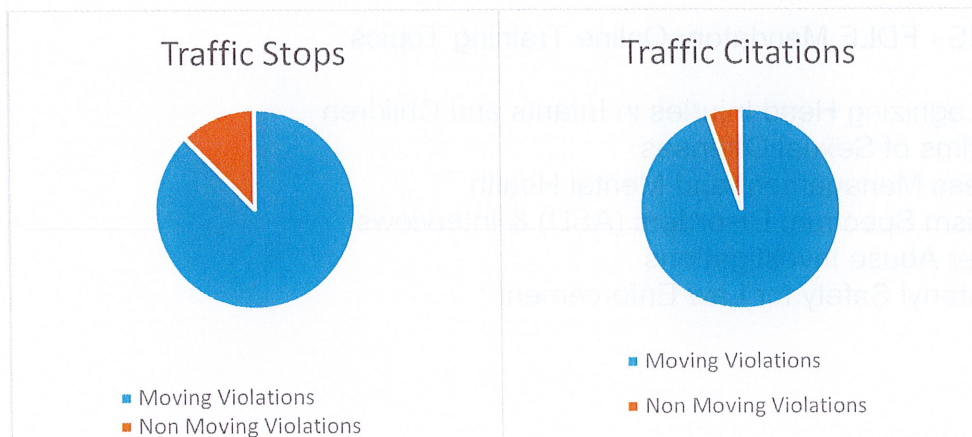
On May 21st an HBPD Officer on patrol discovered a vehicle with a single occupant on private property in the 1100 block of Hillsboro Mile. The vehicle had an out of state tag and the occupant refused to provide any identification. The subject was uncooperative with all requests for identification and failed to provide any viable explanation for his presence on private property. The subject was ultimately placed under arrest for the trespassing offense and removed from the property.

Patrol Services:

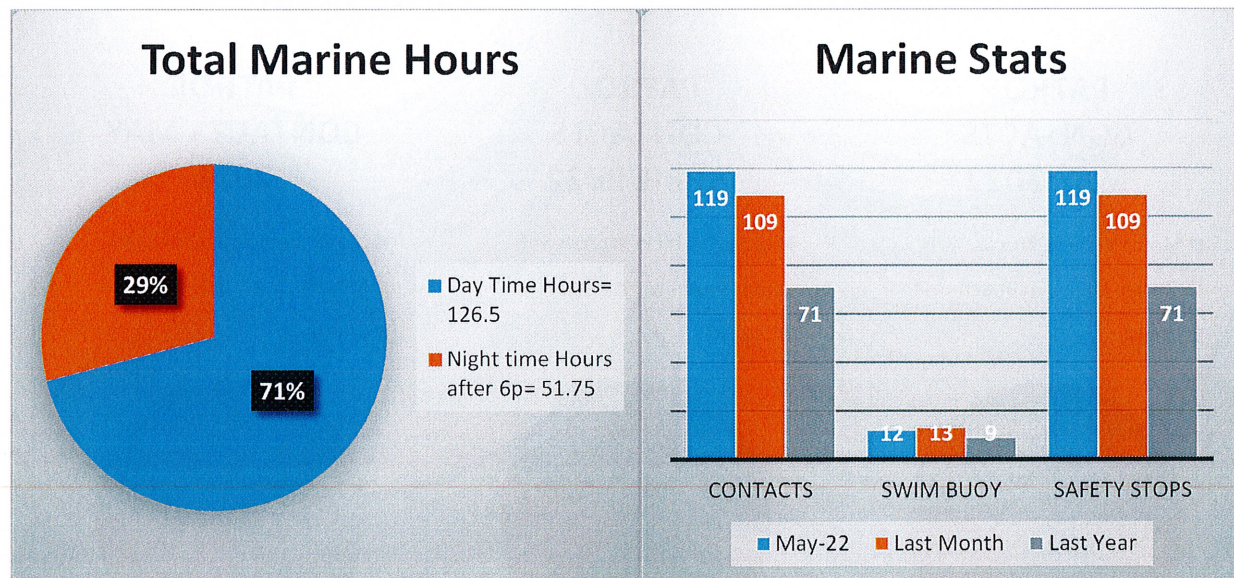
Contacts:



Traffic:



Marine/Beach Patrol:



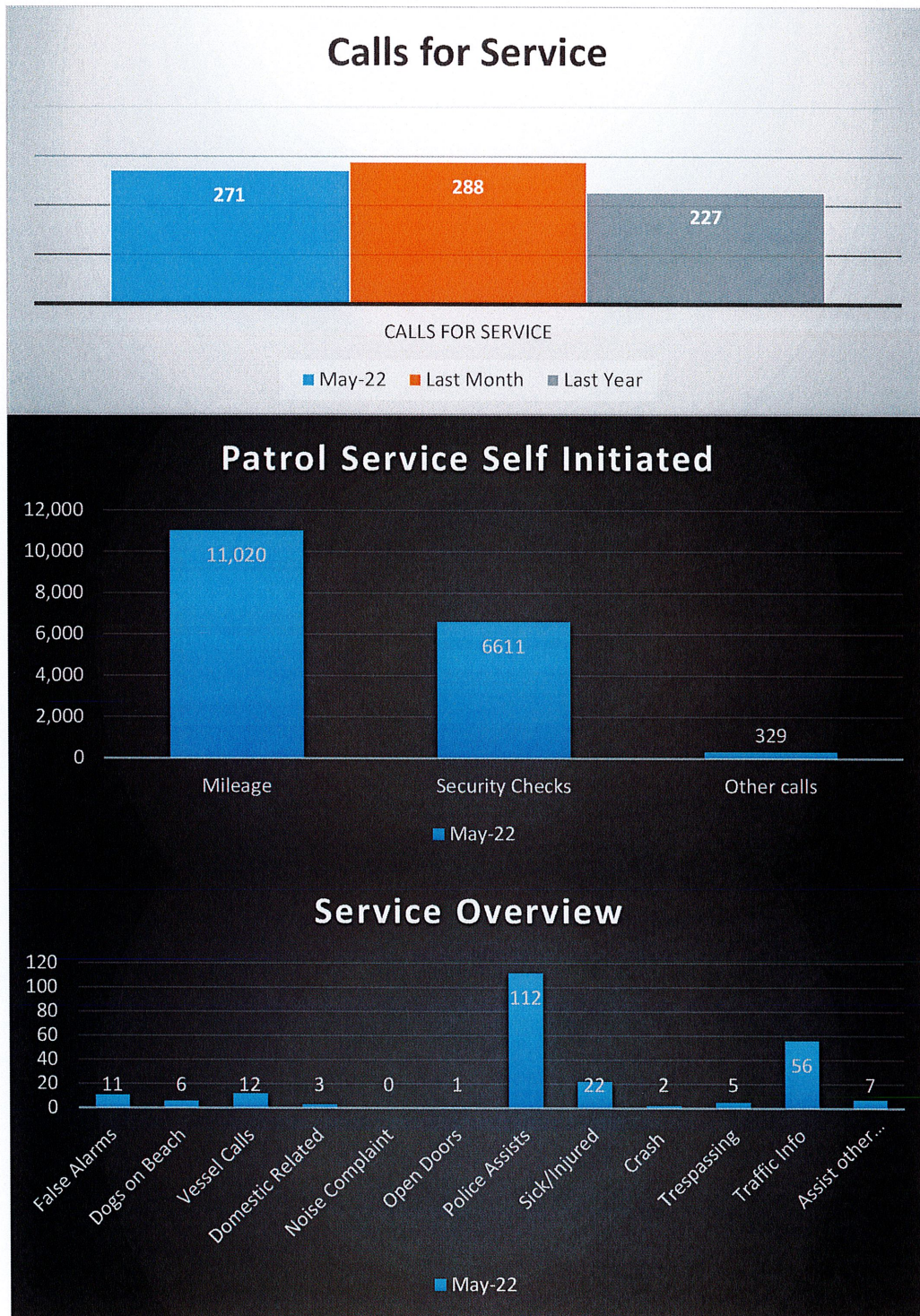
Training:

Police Law Institute (Online): Human Trafficking

Power DMS - FDLE Mandatory Online Training Topics:

- Recognizing Head Injuries in Infants and Children
- Victims of Sexual Offenses
- Stress Management and Mental Health
- Autism Spectrum Disorders (ASD) & Interviews
- Elder Abuse Investigations
- Fentanyl Safety for Law Enforcement

Overall Calls for Service:



Vehicle/Mileage Recap MAY 2022

Unit	Type	Primary Use	EOM	BOM	CMM	PMM	INC/DEC
160	SUV	Road Patrol	91,526	86,015	5,511	5,558	-47
161	SUV	Road Patrol	90,912	85,569	5,343	5,461	-118
162	Crown Vic.	Training/Decoy	125,144	125,144	0	0	0
2162	SUV	Road Patrol	535	369	166	86	80
2163	SUV	Road Patrol	42,258	42,258	0	0	0
164	Charger	Chief	92,474	91,321	1,153	1,252	-99
166	Charger	Admin	199,502	198,168	1,334	1,334	0
Police			TOTALS		13,507	13,691	-184
170	Pickup Truck	Maintenance	96,629	96,489	140	214	-74
172	Pickup Truck	Water Dept	61,364	60,931	433	343	90
173	Pickup Truck	Water Dept	6,988	6,815	173	217	-44
174	Pickup Truck	Water Dept	14,182	13,749	433	553	-120
Water Dept			Totals		1,179	1,327	-148
			EOMH	BOMH	CMH	PMH	INC/DEC
M1	Boat (new engine)	Patrol	1953.24	1809.43	144	129	15
165	ATV	Patrol	418.6	401.5	17.1	16.7	0.4

Key

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

2022 Gas Usage Police Department

Employee	Department	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total Gallons
1-Szesnat	Police	49.3	34.2	50.3	33.4	44.2								211.4
2-O'Neill	Police	0.0	0.0	16.7	28.7	0.0								45.4
3-Pugliese	Police	48.7	62.8	63.8	65.9	50.4								291.6
4-Mastandrea	Police	0.0	0.0	0.0	36.9	0.0								36.9
5-Clark	Police	143.1	96.7	114.9	92.4	101.0								548.1
6-Gianino	Police	69.7	112.0	98.4	112.0	127.3								519.4
7-Kirchoff	Police	3.2	0.0	64.0	4.0	18.2								89.4
8-McGrath	Police	119.1	115.2	82.5	123.3	107.7								547.8
9-Kelly	Police	0.0	0.0	0.0	0.0	0.0								0.0
10-Steel	Police	0.0	0.0	3.5	0.0	10.4								13.9
11-Nolan	Police	24.7	34.2	28.0	19.8	14.1								120.8
12-Pope	Police	71.4	106.7	83.9	107.4	90.6								460.0
13-Stengel	Police	26.8	0.0	22.8	8.5	22.0								80.1
14-Torres	Police	0.0	0.0	0.0	0.0	0.0								0.0
16-MacLellan	Police	110.0	161.0	238.3	218.1	188.4								915.8
18-Beauparlant	Police	139.0	91.5	199.9	126.0	149.9								706.3
15-Grant	Police	84.6	87.3	0.0	31.7	32.8								236.4
24- Gonglewski	Police	0.0	0.0	36.8	70.6	17.1								124.5
25- Engle	Police	0.0	0.0	0.0	0.0	102.7								102.7
26-Joseph	Maintenance	0.0	16.2	16.4	12.3	12.6								57.5
17- Fondo	Police	0.0	0.0	0.0	0.0	0.0								0.0
Police Totals	TOTALS	889.6	917.8	1120.2	1091.0	1089.4								5108.0

Gas Usage Water Department

19-Garray	Water Dept	0	0	19.9	0	17.9								37.8
20-Bullard	Water Dept	28.6	55.7	46.4	49.2	55.3								235.2
21-Charles	Water Dept	36.1	34.4	72.5	33	33.1								209.1
22-Knapstein	Water Dept	0	0	0	0	0.0								0
23-Rivera	Water Dept	23.6	0	0	0	0.0								23.6
Water Totals	TOTALS	88.3	90.1	138.8	82.2	106.3								505.7
Gas Tank	37"=2411 GAL													

2022 Vehicle Mileage PD

Unit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TM
160	3,432	255	2,477	5,558	5,511								17,233
161	1,625	4,793	5,327	5,461	5,343								22,549
162	0	0	0	0	0								0
2162	0	0	283	86	166								535
2163	5,335	4,995	2,684	0	0								13,014
164	673	1030	1,282	1,252	1,153								5,390
166	972	1,263	1,382	1,334	1,334								6,285
TOTAL	12,037	12,336	13,435	13,691	13,507								65,006
GALLONS	890	918	1,120	1,091	1,089								5,108

Specialty Vehicles PD

Marine 1	112	124	133	129	144								642
ATV	7.6	8	18.5	16.7	17.1								67.9

Water Department

170	128	80	177	214	140								739
172	350	381	340	343	433								1,847
173	63	34	138	217	173								625
174	480	481	599	553	433								2,546
TOTAL	1,021	976	1,254	1,327	1,179								5,757
GALLONS	88.3	90.1	138.8	82	106								506

2022

MAY

WEEK 1	OFFICER	DATE	PATROL TIME START	PATROL TIME END	TOTAL PATROL HOURS	BOAT ENGINE HOURS	VESSEL STOPS	ACCIDENTS	CITATIONS	CALLS FOR SERVICE	COMPLAINT # / CITATION #
	Grant	5/1/22	1000	1800	8	6.14	9				(9) Wake Zone
	Grant/MacLellan	5/6/22	1600	0000	8	6.88	5				(5) Wake Zone
	MacLellan	5/7/22	1000	1800	8	6.8	6				(6) Wake Zone
	Fondo	5/8/22	0900	1700	8	6.13	7				(7) Wake Zone
WEEK 2	MacLellan	5/10/22	1400	2200	8	6.62	4			1	(4) Wake Zone
	MacLellan	5/11/22	1400	2200	8	6	3				(3) WakeZone
	MacLellan	5/13/22	1400	2200	8	6.3	5				(5) WakeZone
	MacLellan	5/14/22	1000	1800	8	6.71	7			1	(8) Wakezone
	Grant	5/15/22	1000	1800	8	6.21	7				(5) WakeZone/ (2) Exclusionary
WEEK 3	MacLellan	5/17/22	1400	2200	8	6.37	4				(4) WakeZone
	Engle	5/19/22	1400	2200	8	7	4				(4) WakeZone
	MacLellan	5/20/22	1430	2200	7.5	6.1	1				(1) WakeZone
	MacLellan	5/21/22	0900	1700	8	6.21	6				(6) WakeZone
	Fondo	5/22/22	1000	1800	8	6.08	7				(7) WakeZone
WEEK 4	Pugliese/Szesnat	5/23/22	0700	1200	5	5					
	MacLellan	5/24/22	1400	0000	10	8.28	4				(4) WakeZone
	MacLellan	5/25/22	1200	2245	10.75	8.94	5				(5) WakeZone
	Engle	5/26/22	1400	2200	8	6.06	6				(6) WakeZone
	MacLellan	5/27/22	1500	2300	8	6.23	3				(3) WakeZone
	MacLellan/Steel	5/28/22	0900	1800	9	7.55	7			1	(6) WakeZone/ (1) WakeHeight
WEEK 5	Grant/ Gonglewski	5/29/22	1000	1800	8	5.32	12				(3) Exclusionary/ (4) Marine Safety Stops/ (5) WakeZone
	Engle	5/30/22	1200	2000	8	6.81	7				(7) WakeZone
TOTALS					178.25	143.74	119	0	0	3	

CERTIFICATION: I hereby certify that the times and dates of the patrols reflect services rendered by the contracting Municipality / Agency for the Broward County EMLEG Program.

TOTAL _____

GRANTEE PROJECT ADMINISTRATOR

DATE

NOTE: Grantee shall submit to County a certified copy of the officer's time card reflecting services rendered and appropriate approvals by grantee

RESOLUTION NO. 2022-35

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH ADOPTING A PRELIMINARY MILLAGE RATE OF _____ FOR GENERAL OPERATING BUDGET PURPOSES FOR FISCAL YEAR 2022-2023; PROVIDING FOR THE ESTABLISHMENT OF AND SETTING FORTH THE DATE, TIME AND PLACE OF THE PUBLIC HEARING TO FORMALLY ADOPT THE FY 2022-2023 MILLAGE RATE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Florida Statute 200.065 (TRIM) it is the responsibility of the municipality's governing body to hold a public hearing on the Town's tentative budget and tentative millage rate and to re-compute and adopt the proposed millage rate.

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

Section 1: That the foregoing "WHEREAS" clause is hereby ratified and confirmed as being true and correct and is hereby made a specific part of this Resolution upon adoption hereof.

Section 2: The Town Commission hereby adopts a preliminary millage rate of _____ for General Fund budget purposes for Fiscal Year 2022-2023, which represents a _____% increase over the rolled-back rate of _____ mills.

Section 3: The Town Commission of the Town of Hillsboro Beach hereby sets September 12, 2022 at 5:01 P.M. at Town Hall Commission Chambers, as the date, time and place of the Public Hearing to set the tentative millage rate.

Section 4: That if any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way effecting the validity of the other provisions of this Resolution.

Section 5: That all Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 6: That this Resolution shall be effective immediately upon adoption.

1 **PASSED AND ADOPTED** by the Town Commission of the Town of Hillsboro Beach,
2 Florida, this _____ day of _____ 2022.

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TOWN OF HILLSBORO BEACH, FLORIDA

Deborah L. Tarrant, Mayor

ATTEST:

Sherry D. Henderson, CMC Town Clerk

RESOLUTION NO. 2022-35
RECORD OF TOWN COMMISSION VOTE:

	<u>YES</u>	<u>NO</u>
MAYOR DEBORAH L. TARRANT	☐	☐
VICE MAYOR IRENE KIRDAHY	☐	☐
COMMISSIONER VICKY FEAMAN	☐	☐
COMMISSIONER BARBARA BALDASARRE	☐	☐
COMMISSIONER JANE REISER	☐	☐



FY 2023 Budget Overview

GENERAL FUND

- Total Budget – Increased by \$472,400.
- General Fund Millage Rate - 3.50 (same as current year).
 - o 8.38% higher than rollback rate of 3.2294.
- Total Compensation – Net Increase of Approximately \$260,000 in wages & benefits.
 - o No Change in Team Count.
 - o Budget includes 5% Wage increase.
 - o \$130,000 in Wage increases (COLA & Step).
- Contract Increases - \$117,390.
 - o Fire Rescue (\$85,121), Solid Waste (\$14,815), Finance (\$9,129), Attorney Services (\$8,325).
- Insurance Premiums for GL / Property / Liability, Flood, Pollution and Auto – 15% increase or \$7,287.
- Contingency of \$131,127 Available for Additional Initiatives, Future Projects, or Retention.
- Beach Management
 - o \$225,000 costs for engineering, design and construction administration based on a design volume of 65,000 cubic yards. \$75,000 costs for 2023 immediate post-construction monitoring.
 - o Project construction cost is \$4.3M for the 2023 post-Dorian project. 75% will be reimbursed by FEMA and 12.5 % will be reimbursed by the State.
- Capital Improvement Program (CIP) increased to \$4,865,470 in FY 2023.
 - o \$100,000 for (2) Police Vehicle, \$50,000 for Boat Engines (2)
 - o \$50,000 for Underground Utility Project,
 - o \$50,000 for Commission Chambers - MODS.
 - o \$4,525,000 for Hurricane Dorian Beach Mitigation Project (87.5% grant funding).
 - o Annual Budget for Project-related Beach Management - \$75,000 (100% FEMA funding).



FY 2023 Budget Overview

WATER FUND

- Total Budget – Decreased by \$78,277.
- Total Compensation – Net Increase of Approximately \$37,634 in wages & benefits.
 - o No Change in Team Count.
 - o Budget includes 5% Wage increase.
 - o \$19,000 in Wage increases (COLA & Step).
- Contract Increases - \$117,390.
 - o Fire Rescue (\$85,121), Solid Waste (\$14,815), Finance (\$9,129), Attorney Services (\$8,325).
- Insurance Premiums for GL / Property / Liability, Flood, Pollution and Auto – 15% increase or \$8,502.
- Contingency of \$113,848 Available for Additional Initiatives, Future Projects, or Retention.
- o Water Fund Capital Improvement Program (CIP) decreased to \$425,000 in FY 2023.
 - \$180,000 for Well Rehabilitation, \$150,000 for Storage Reservoir.
 - \$30,000 for Perimeter Fence Rehabilitation.
 - \$65,000 for Repairs & Renewal Projects.



1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

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

TO: Mayor Deb Tarrant and Commission

FROM: Steve Mitchell, Building Official

DATE: June 20, 2022

SUBJECT: Building Department Report

Two new large single-family homes were submitted for plan review June, these are a product of site-plan approvals earlier this year, and could possibly start construction before year's end. Construction is moving forward on most of the other approved projects, with nearly completed shells on two sites, and foundation work in progress on several others. Remodeling in condo units is in the anticipated Summer lull.

We have not seen any activity from The Related Group in recent weeks. The anticipated submittal of the sales center plans did not materialize; however, our staff still remains ready for the task.

Opal Towers West has received a permit to replace the roof damaged in the July 4th, 2021 fire, though the roofing contractor's representative has indicated they may wait for dryer Fall weather to begin the work. Regarding the other damage in the building from last year's event, the OTW managers/board/architect appear to have finally heeded direction from the Building Department and BSO Fire to provide a complete, comprehensive plan for review, hopefully resulting in a repair/renovation permit in the near future.

We are still awaiting guidance from the Board of Rules and Appeals regarding possible changes to the Building Safety Program (40-year). The town only has one building up for recertification this year, and the initial inspection has been completed, repairs are in progress.

Respectfully Submitted,

Steven Mitchell

Building Official | Chief Electrical Inspector
Building Code Services | Town of Hillsboro Beach

Calvin, Giordano & Associates, Inc.



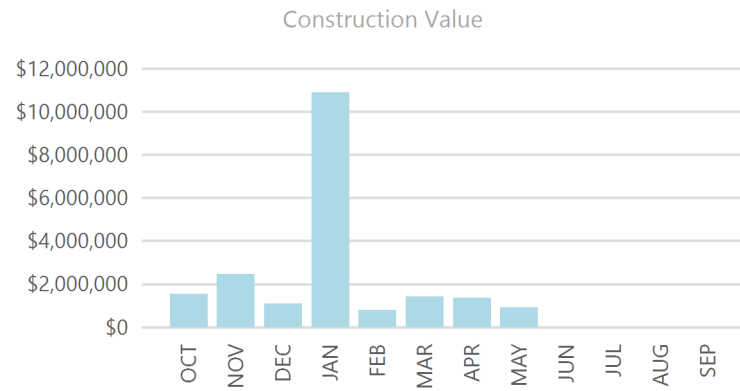
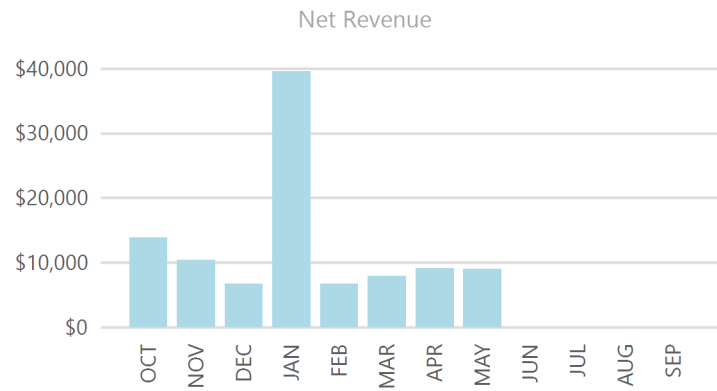
1210 Hillsboro Mile | Hillsboro Beach FL 33062
Office: 954.427.4011 | Fax: 954.427.4834 | Cell: 954.592.5057
Fort Lauderdale | Miami-Dade | West Palm Beach | Clearwater/Tampa | Estero | Port St. Lucie



**Town of Hillsboro Beach
Building Department
Summary Report**

**Start Date: 5/1/2022
End Date: 5/31/2022**

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Construction Value	\$1,555,179	\$2,455,199	\$1,101,323	\$10,882,195	\$808,931	\$1,428,021	\$1,376,692	\$908,037	\$0	\$0	\$0
Building Permit Fees	\$83,459	\$62,111	\$37,785	\$243,176	\$28,864	\$42,683	\$39,566	\$55,834	\$0	\$0	\$0
Fire & Zoning Fees	\$1,350	\$1,050	\$1,050	\$3,150	\$2,400	\$1,500	\$3,150	\$600	\$0	\$0	\$0
Total Revenue	\$84,809	\$63,161	\$38,835	\$246,326	\$31,264	\$44,183	\$42,716	\$56,434	\$0	\$0	\$0
CGA Expense	\$70,940	\$52,795	\$32,117	\$206,700	\$24,535	\$36,280	\$33,631	\$47,459	\$0	\$0	\$0
Town Revenue	\$13,869	\$10,367	\$6,718	\$39,626	\$6,730	\$7,902	\$9,085	\$8,975	\$0	\$0	\$0



Sep	YTD
\$0	\$20,515,576
\$0	\$593,479
\$0	\$14,250
\$0	\$607,729
\$0	\$504,457
\$0	\$103,272



**Town of Hillsboro Beach
Building Department
Finance Report**

**Start Date: 5/1/2022
End Date: 5/31/2022**

	Permit Fees	Town Revenue	Fire Fees	Zoning Fees	Admin Fees	CGA Revenue	BORA	DBPR	DCA
MTD	\$55,834.03	\$8,375.10	\$600.00	\$0.00	\$75.00	\$47,458.93	\$933.84	\$830.63	\$574.38
YTD	\$593,478.73	\$89,021.81	\$4,350.00	\$9,900.00	\$2,225.00	504,456.92	\$11,517.48	\$8,994.90	\$6,167.84



**Town of Hillsboro Beach
Building Department
Permit Report**

**Start Date: 5/1/2022
End Date: 5/31/2022**

Permit Type	# Issued	Building Permit Fees
COMMERCIAL ALTERATION	2	16,507.66
COMMERCIAL CONCRETE RESTORATION	1	95.00
COMMERCIAL FIRE ALARM	1	95.00
COMMERCIAL RE-ROOF	2	9,685.08
COMMERCIAL STRUCTURAL MISCELLANEOUS	1	95.00
COMMERCIAL WATER HEATER	1	397.18
RESIDENTIAL A/C CHANGE OUT	6	1,081.36
RESIDENTIAL ALTERATION	12	18,849.99
RESIDENTIAL ELECTRICAL MISCELLANEOUS	1	125.00
RESIDENTIAL STRUCTURAL MISCELLANEOUS	1	95.00
RESIDENTIAL WATER HEATER	4	500.00
RESIDENTIAL WINDOWS/DOORS/SHUTTERS	31	8,212.76
SINGLE FAMILY RESIDENCE	1	95.00
	64	\$55,834.03



**Town of Hillsboro Beach
Building Department
Activity Report**

**Start Date: 5/1/2022
End Date: 5/31/2022**

Discipline	Total # of Inspections	Plan Review	Permits Applied
Building	56	46	18
Electrical	13	22	5
Plumbing	29	22	10
Mechanical	14	16	9
Fire	4	7	1
Zoning	0	5	0
Totals	116	118	43



**Town of Hillsboro Beach
Building Department
Issued Permits Report**

**Start Date: 5/1/2022
End Date: 5/31/2022**

	Folio #	Permit #	Date Issued	Job Address	Job Sub Division	Construction Value
COMMERCIAL ALTERATION	484329080010	22345267-0	5/18/2022	901 HILLSBORO MILE	THE HILLSBORO CLUB	\$165,000.00
					Grand Total	\$165,000.00
RESIDENTIAL ALTERATION	484308BC1660	22344869-0	5/4/2022	1238 HILLSBORO MILE (UNIT 204)	PORT DE MER	\$9,000.00
	484317AD0030	22344978-0	5/9/2022	1021 HILLSBORO MILE (UNIT G6)	LANDMARK AT HILLSBORO	\$51,000.00
	484320000150	22345021-0	5/9/2022	981 HILLSBORO MILE		\$15,000.00
	484317AH0580	22345106-0	5/12/2022	1063 HILLSBORO MILE (UNIT 702) ALTERATIONS	OCEAN GRANDE BEACH & MARINA CONDO	\$181,940.00
	484317AB0930	22345512-0	5/31/2022	1051 HILLSBORO MILE (UNIT PH5E)	HILLSBORO LE BARON CONDO APT	\$0.00
					Grand Total	\$256,940.00



**Town of Hillsboro Beach
Building Department
Plan Review Times Report**

**Start Date: 5/1/2022
End Date: 5/31/2022**

	Number of Reviews	Average Days In Review	Most Days In Review
Completed Reviews	129	5.04	18.99



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

Code Compliance Summary Report

From 5/1/2022 To 5/31/2022 Corridor (All Corridors)

Case Totals for Period

Cases Open at Start of Period	112
Cases Opened During Period	42
Cases Opened as result of Complaint	42
Cases Closed During Period	28
Cases Closed due to compliance	27
Cases Open at End of Period	126
Inspections	49
Reinspections	60
Total	109
Special Magistrate Cases During Period	0

Case Summary by Officer

Officer	Open at Start	Opened During Period	Opened as result of Complaint	Closed During Period	Closed due to compliance	Open at End of Period
B. Pita/N/A	112	42	42	28	27	126
Total	112	42	42	28	27	126



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

Code Compliance Summary Report

From 5/1/2022

To 5/31/2022

Corridor (All Corridors)

Inspections by Officer

Officer	Inspections	Reinspections	Total
B. Pita/N/A	49	60	109
Total	49	60	109

Summary of Cases Opened by Incident Type

Incident Type	Number
Artificial Lighting Regulations	40
Building Permit Required	1
Tide Water Seawall King Tide Criteria	1
Total	42

Revenue Summary

	Period Start	During Period	Period End
Total Fines Assessed	\$380,500.00	\$48,050.00	\$428,550.00
Total Payments	\$0.00	\$0.00	\$0.00
Balance	\$380,500.00		\$428,550.00



Case Action Report*

From 5/1/2022

To 5/31/2022

Corridor (All Corridors)

Date Issue	Incident Type	Site Address	Status	Documents Issued		
5/5/2022	Tide Water Seawall King Tide Criteria	997 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				5/4/2022	Complaint	B. Pita
				5/5/2022	Courtesy Notice	B. Pita
				6/21/2022	Affidavit of Non-Compliance	
4/15/2022	Artificial Lighting Regulations	969 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				5/13/2022	Complaint	B. Pita
				5/16/2022	Courtesy Notice	B. Pita
				5/30/2022	Affidavit of Non-Compliance	
				5/30/2022	Notice of Violation	B. Pita
				6/2/2022	Notice of Hearing	S. Lowe
4/15/2022	Artificial Lighting Regulations	991 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				5/13/2022	Complaint	B. Pita
				5/16/2022	Courtesy Notice	B. Pita
				5/30/2022	Affidavit of Non-Compliance	
				5/30/2022	Notice of Violation	B. Pita
				6/2/2022	Notice of Hearing	S. Lowe
4/18/2022	Artificial Lighting Regulations	1001 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				5/13/2022	Complaint	B. Pita
				5/16/2022	Courtesy Notice	B. Pita
				5/30/2022	Affidavit of Non-Compliance	
				5/30/2022	Notice of Violation	B. Pita
				6/15/2022	Notice of Hearing	S. Lowe

*Cases included in this report are those where the owner was first cited within the date range and corridor specified



Case Action Report*

From 5/1/2022

To 5/31/2022

Corridor (All Corridors)

<u>Date Issue</u>	<u>Incident Type</u>	<u>Site Address</u>	<u>Status</u>	<u>Documents Issued</u>		
4/22/2022	Artificial Lighting Regulations	1003 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				5/13/2022	Complaint	B. Pita
				5/16/2022	Courtesy Notice	B. Pita
				5/30/2022	Affidavit of Non-Compliance	
4/25/2022	Artificial Lighting Regulations	1007 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				5/13/2022	Complaint	B. Pita
				5/16/2022	Courtesy Notice	B. Pita
				5/30/2022	Affidavit of Non-Compliance	
				5/30/2022	Notice of Violation	B. Pita
				6/2/2022	Notice of Hearing	S. Lowe
				6/20/2022	Affidavit of Non-Compliance	
4/25/2022	Artificial Lighting Regulations	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				5/13/2022	Complaint	B. Pita
				5/16/2022	Courtesy Notice	B. Pita
				5/30/2022	Affidavit of Non-Compliance	
				5/30/2022	Notice of Violation	B. Pita
				6/2/2022	Notice of Hearing	S. Lowe
4/25/2022	Artificial Lighting Regulations	1035 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				5/13/2022	Complaint	B. Pita
				5/16/2022	Courtesy Notice	B. Pita
				5/30/2022	Affidavit of Non-Compliance	
				5/30/2022	Notice of Violation	B. Pita
				6/2/2022	Notice of Hearing	S. Lowe

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Case Action Report*

From 5/1/2022

To 5/31/2022

Corridor (All Corridors)

<u>Date Issue</u>	<u>Incident Type</u>	<u>Site Address</u>	<u>Status</u>	<u>Documents Issued</u>		
5/30/2022	Artificial Lighting Regulations	1199 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				5/30/2022	Courtesy Notice	B. Pita
				5/30/2022	Complaint	B. Pita
				6/21/2022	Affidavit of Non-Compliance	
5/30/2022	Artificial Lighting Regulations	1200 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				5/30/2022	Courtesy Notice	B. Pita
				5/30/2022	Complaint	B. Pita
				6/15/2022	Affidavit of Non-Compliance	
5/30/2022	Artificial Lighting Regulations	1202 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				5/30/2022	Courtesy Notice	B. Pita
				5/30/2022	Complaint	B. Pita
				6/21/2022	Affidavit of Non-Compliance	
5/30/2022	Artificial Lighting Regulations	1207 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				5/30/2022	Courtesy Notice	B. Pita
				5/30/2022	Complaint	B. Pita
5/30/2022	Artificial Lighting Regulations	1212 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				5/30/2022	Courtesy Notice	B. Pita
				5/30/2022	Complaint	B. Pita
				6/21/2022	Affidavit of Non-Compliance	
5/30/2022	Artificial Lighting Regulations	1231 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				5/30/2022	Courtesy Notice	B. Pita
				5/30/2022	Complaint	B. Pita
				6/21/2022	Affidavit of Non-Compliance	

*Cases included in this report are those where the owner was first cited within the date range and corridor specified



Case Action Report*

From 5/1/2022

To 5/31/2022

Corridor (All Corridors)

<u>Date Issue</u>	<u>Incident Type</u>	<u>Site Address</u>	<u>Status</u>	<u>Documents Issued</u>		
5/30/2022	Artificial Lighting Regulations	1237 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				5/30/2022	Courtesy Notice	B. Pita
				5/30/2022	Complaint	B. Pita
				6/21/2022	Affidavit of Non-Compliance	
5/30/2022	Artificial Lighting Regulations	1194 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 6	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				5/30/2022	Courtesy Notice	B. Pita
				5/30/2022	Complaint	B. Pita
				6/21/2022	Affidavit of Non-Compliance	
5/30/2022	Artificial Lighting Regulations	1187 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				5/30/2022	Courtesy Notice	B. Pita
				5/30/2022	Complaint	B. Pita
				6/21/2022	Affidavit of Non-Compliance	
5/30/2022	Artificial Lighting Regulations	1167 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				5/30/2022	Courtesy Notice	B. Pita
				5/30/2022	Complaint	B. Pita
				6/21/2022	Affidavit of Non-Compliance	
5/30/2022	Artificial Lighting Regulations	1161 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				5/30/2022	Courtesy Notice	B. Pita
				5/30/2022	Complaint	B. Pita
				6/21/2022	Affidavit of Non-Compliance	
5/30/2022	Artificial Lighting Regulations	1159 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				5/30/2022	Courtesy Notice	B. Pita
				5/30/2022	Complaint	B. Pita
				6/20/2022	Affidavit of Non-Compliance	

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Case Action Report*

From 5/1/2022

To 5/31/2022

Corridor (All Corridors)

<u>Date Issue</u>	<u>Incident Type</u>	<u>Site Address</u>	<u>Status</u>	<u>Documents Issued</u>		
5/30/2022	Artificial Lighting Regulations	1155 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				5/30/2022	Courtesy Notice	B. Pita
				5/30/2022	Complaint	B. Pita
				6/20/2022	Affidavit of Non-Compliance	
5/30/2022	Artificial Lighting Regulations	1153 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				5/30/2022	Courtesy Notice	B. Pita
				5/30/2022	Complaint	B. Pita
5/30/2022	Artificial Lighting Regulations	1150 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 807	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				5/30/2022	Courtesy Notice	B. Pita
				5/30/2022	Complaint	B. Pita
5/30/2022	Artificial Lighting Regulations	1141 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				5/30/2022	Courtesy Notice	B. Pita
				5/30/2022	Complaint	B. Pita
				6/20/2022	Affidavit of Non-Compliance	
5/30/2022	Artificial Lighting Regulations	1135 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				5/30/2022	Courtesy Notice	B. Pita
				5/30/2022	Complaint	B. Pita
				6/20/2022	Affidavit of Non-Compliance	
5/30/2022	Artificial Lighting Regulations	1131 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				5/30/2022	Courtesy Notice	B. Pita
				5/30/2022	Complaint	B. Pita
				6/20/2022	Affidavit of Non-Compliance	
5/30/2022	Artificial Lighting Regulations	1111 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Closed	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				5/30/2022	Courtesy Notice	B. Pita

*Cases included in this report are those where the owner was first cited within the date range and corridor specified



Case Action Report*

From 5/1/2022

To 5/31/2022

Corridor (All Corridors)

<u>Date Issue</u>	<u>Incident Type</u>	<u>Site Address</u>	<u>Status</u>	<u>Documents Issued</u>		
5/30/2022	Artificial Lighting Regulations	1111 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Closed	5/30/2022	Complaint	B. Pita
				6/15/2022	Affidavit of Compliance	
5/30/2022	Artificial Lighting Regulations	1107 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Closed	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				5/30/2022	Courtesy Notice	B. Pita
				5/30/2022	Complaint	B. Pita
				6/15/2022	Affidavit of Compliance	
5/30/2022	Artificial Lighting Regulations	1097 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Closed	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				5/30/2022	Courtesy Notice	B. Pita
				5/30/2022	Complaint	B. Pita
				6/15/2022	Affidavit of Compliance	
5/30/2022	Artificial Lighting Regulations	1091 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				5/30/2022	Courtesy Notice	B. Pita
				5/30/2022	Complaint	B. Pita
				6/20/2022	Affidavit of Non-Compliance	
5/30/2022	Artificial Lighting Regulations	1087 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				5/30/2022	Courtesy Notice	B. Pita
				5/30/2022	Complaint	B. Pita
				6/20/2022	Affidavit of Non-Compliance	
5/30/2022	Artificial Lighting Regulations	1085 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				5/30/2022	Courtesy Notice	B. Pita
				5/30/2022	Complaint	B. Pita
				6/20/2022	Affidavit of Non-Compliance	
5/30/2022	Artificial Lighting Regulations	1077 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				5/30/2022	Courtesy Notice	B. Pita

*Cases included in this report are those where the owner was first cited within the date range and corridor specified



Case Action Report*

From 5/1/2022

To 5/31/2022

Corridor (All Corridors)

<u>Date Issue</u>	<u>Incident Type</u>	<u>Site Address</u>	<u>Status</u>	<u>Documents Issued</u>		
5/30/2022	Artificial Lighting Regulations	1077 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	5/30/2022	Complaint	B. Pita
				6/20/2022	Affidavit of Non-Compliance	
5/30/2022	Artificial Lighting Regulations	1075 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Closed	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				5/30/2022	Courtesy Notice	B. Pita
				5/30/2022	Complaint	B. Pita
				6/15/2022	Affidavit of Compliance	
5/30/2022	Artificial Lighting Regulations	1073 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				5/30/2022	Courtesy Notice	B. Pita
				5/30/2022	Complaint	B. Pita
5/30/2022	Artificial Lighting Regulations	1069 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				5/30/2022	Courtesy Notice	B. Pita
				5/30/2022	Complaint	B. Pita
5/30/2022	Artificial Lighting Regulations	1063 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				5/30/2022	Courtesy Notice	B. Pita
				5/30/2022	Complaint	B. Pita
5/30/2022	Artificial Lighting Regulations	1057 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				5/30/2022	Courtesy Notice	B. Pita
				5/30/2022	Complaint	B. Pita
5/30/2022	Artificial Lighting Regulations	1051 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				5/30/2022	Courtesy Notice	B. Pita
				5/30/2022	Complaint	B. Pita
5/30/2022	Artificial Lighting Regulations	1045 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				5/30/2022	Courtesy Notice	B. Pita
				5/30/2022	Complaint	B. Pita

*Cases included in this report are those where the owner was first cited within the date range and corridor specified



Case Action Report*

From 5/1/2022

To 5/31/2022

Corridor (All Corridors)

<u>Date Issue</u>	<u>Incident Type</u>	<u>Site Address</u>	<u>Status</u>	<u>Documents Issued</u>		
5/30/2022	Artificial Lighting Regulations	1043 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				5/30/2022	Courtesy Notice	B. Pita
				5/30/2022	Complaint	B. Pita
5/30/2022	Artificial Lighting Regulations	1039 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				5/30/2022	Courtesy Notice	B. Pita
				5/30/2022	Complaint	B. Pita
5/30/2022	Artificial Lighting Regulations	1015 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				5/30/2022	Courtesy Notice	B. Pita
				5/30/2022	Complaint	B. Pita
5/30/2022	Artificial Lighting Regulations	981 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				5/30/2022	Courtesy Notice	B. Pita
				5/30/2022	Complaint	B. Pita
5/30/2022	Artificial Lighting Regulations	997 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				5/30/2022	Courtesy Notice	B. Pita
				5/30/2022	Complaint	B. Pita
				6/6/2022	Affidavit of Non-Compliance	
5/30/2022	Artificial Lighting Regulations	945 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				5/30/2022	Courtesy Notice	B. Pita
				5/30/2022	Complaint	B. Pita
5/30/2022	Artificial Lighting Regulations	931 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				5/30/2022	Courtesy Notice	B. Pita
				5/30/2022	Complaint	B. Pita

*Cases included in this report are those where the owner was first cited within the date range and corridor specified

Total Open Code Cases =79 (as of June 25, 2022)

	<u>Incident Type</u>	<u>Owner</u>	<u>Site Address</u>	<u>Date Created</u>
1	Artificial Lighting Regulations	DONOHU,TIM & DEBORAH	1075 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	6/21/2022
2	Artificial Lighting Regulations	CAMPBELL,JAMES DANIEL CAMPBELL,JO-ANNE	1093 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	6/21/2022
3	Artificial Lighting Regulations	ROCKSTONE HILL TR GEFEN,GREGORY S TRSTEE	1107 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	6/20/2022
4	Artificial Lighting Regulations	COMMON AREA OPAL TOWERS CONDO East	1149 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	6/21/2022
5	Artificial Lighting Regulations	COMMON AREA / HILLSBORO WINDSOR CONDO	1169 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	6/21/2022
6	Artificial Lighting Regulations	COMMON AREA OCEAN VISTA CONDO	1223 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	6/21/2022
7	Beach & Dune Maintenance	HILLSBORO MILE PROPERTY OWNER LLC	1177 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	6/6/2022
8	Beach & Dune Maintenance	HILLSBORO MILE PROPERTY OWNER LLC	1179 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	6/6/2022
9	Beach & Dune Maintenance	HILLSBORO MILE PROPERTY OWNER LLC	1181 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	6/6/2022
10	Beach & Dune Maintenance	HILLSBORO MILE PROPERTY OWNER LLC	1183 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	6/6/2022
11	Beach & Dune Maintenance	HILLSBORO MILE PROPERTY OWNER LLC	1185 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	6/6/2022
12	Artificial Lighting Regulations	CUCINOTTA,ROBERT	931 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	5/30/2022
13	Artificial Lighting Regulations	ZINN,CRAIG M & MARTINE	945 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	5/30/2022
14	Artificial Lighting Regulations	MEDZ LLC	997 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	5/30/2022
15	Artificial Lighting Regulations	LAMBERT,JAMES R	981 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	5/30/2022
16	Artificial Lighting Regulations	WU, TSAI HUI	1015 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	5/30/2022
17	Artificial Lighting Regulations	COMMON AREA HILLSBORO MILE OCEAN APT	1039 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	5/30/2022
18	Artificial Lighting Regulations	COMMON AREA HILLSBORO MILE OCEAN APTS	1043 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	5/30/2022
19	Artificial Lighting Regulations	COMMON AREA HILLSBORO MILE OCEAN APTS CO-OP	1045 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	5/30/2022
20	Artificial Lighting Regulations	COMMON AREA HILLSBORO LE BARON CONDO	1051 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	5/30/2022
21	Artificial Lighting Regulations	COMMON AREA DIAMONDHEAD CONDO	1057 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	5/30/2022
22	Artificial Lighting Regulations	COMMON AREA OCEAN GRANDE BEACH & MARINA CONDO	1063 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	5/30/2022
23	Artificial Lighting Regulations	COMMON AREA OCEAN HILLSBORO CONDO	1069 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	5/30/2022
24	Artificial Lighting Regulations	COMMON AREA KINGSLEY ARMS CONDO	1073 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	5/30/2022
25	Artificial Lighting Regulations	911380 ALBERTA LTD	1077 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	5/30/2022
26	Artificial Lighting Regulations	LAND BANC TR MACNOW,RUSSELL TRSTEE	1085 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	5/30/2022
27	Artificial Lighting Regulations	THIEL,JUDITH M	1087 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	5/30/2022
28	Artificial Lighting Regulations	LOOF,ASA	1091 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	5/30/2022
29	Artificial Lighting Regulations	BLAIR & BRENDA MCARTHUR OCEAN DRIVE TR	1131 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	5/30/2022
30	Artificial Lighting Regulations	FEROLITO,JOHN M	1135 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	5/30/2022
31	Artificial Lighting Regulations	KATZ,HAROLD & PEGGY	1141 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	5/30/2022
32	Artificial Lighting Regulations	FIORILLO,JOHN JEFFREY,DIANE	1150 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 807	5/30/2022
33	Artificial Lighting Regulations	COMMON AREA HILLSBORO COURTYARDS Waters Edge	1153 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	5/30/2022

34	Artificial Lighting Regulations	Common Area HILLSBORO OCEAN CLUB CONDO	1155 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	5/30/2022
35	Artificial Lighting Regulations	1159 HILLSBORO MILE LLC BNH IV HM TRI LLC	1159 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	5/30/2022
36	Artificial Lighting Regulations	COMMON AREA HILLSBORO COLONNADE CONDO	1161 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	5/30/2022
37	Artificial Lighting Regulations	COMMON AREA OVERLOOK CONDO	1167 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	5/30/2022
38	Artificial Lighting Regulations	Common Area VIRGINIA KAYE CO-OP	1187 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	5/30/2022
39	Artificial Lighting Regulations	GALLO,ROBERT F ROBERT F GALLO LIV TR	1194 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 6	5/30/2022
40	Artificial Lighting Regulations	COMMON AREA PORT DE MER CONDO	1237 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	5/30/2022
41	Artificial Lighting Regulations	COMMON AREA RAINBOW OCEAN SHORES APTS CO-OP	1231 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	5/30/2022
42	Artificial Lighting Regulations	COMMON AREA PALM HILL OCEAN CLUB COOP	1212 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	5/30/2022
43	Artificial Lighting Regulations	COMMON AREA HILLSBORO VILLAS CONDO	1207 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	5/30/2022
44	Artificial Lighting Regulations	COMMON AREA SHORELAND CO-OP	1202 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	5/30/2022
45	Artificial Lighting Regulations	COMMON AREA / 1200 HILLSBORO MILE CONDO BLDG EAST	1200 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	5/30/2022
46	Artificial Lighting Regulations	COMMON AREA /HILLSBORO IMPERIAL APTS CONDO	1199 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	5/30/2022
47	Artificial Lighting Regulations	HENDRICKSON,ALFRED E JR	1003 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	4/22/2022
48	Artificial Lighting Regulations	THOMAS,ZACHARY M & MARITZABEL	989 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	4/15/2022
49	Artificial Lighting Regulations	SHAHRIARI,ALI PAOLO SHAHRIARI,VALERIE HIGBIE	977 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	4/18/2022
50	Artificial Lighting Regulations	421DD LLC %BUCKINGHAM DOOLITTLE	965 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	4/15/2022
51	Artificial Lighting Regulations	MIDDLESWORTH,KEVIN VAN	951 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	4/15/2022
52	Tide Water Seawall King Tide Criteria	MEDZ LLC	997 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	5/5/2022
53	Building Permit Required	BIASE, JOSEPH NICHOLAS BIASE, DONNA	1228 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 302	3/30/2022
54	Building Permit Required	SWEZY,LEWIS 927 HILLSBORO MILE LAND TR ETAL	927 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	4/8/2022
55	Artificial Lighting Regulations	HILLSBORO CLUB INC	901 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	4/15/2022
56	Artificial Lighting Regulations	CHRIS D PEYERK LIV TR PEYERK,CHRIS D TRSTEE	923 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	4/15/2022
57	Artificial Lighting Regulations	PAUL C JANKOWSKI JR REV TR LISA M JANKOWSKI REV TR	949 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	4/15/2022
58	Artificial Lighting Regulations	BROWN,SUELLEN	955 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	4/15/2022
59	Artificial Lighting Regulations	ELLMAN,ALAN H/E ELLMAN,DARI	969 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	4/15/2022
60	Artificial Lighting Regulations	DAVID C HARDIN TRUSTEE DAVID C HARDIN LAND TR	991 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	4/15/2022
61	Artificial Lighting Regulations	MIRRA,RAYMOND A JR MIRRA,SHAUNA	1001 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	4/18/2022
62	Artificial Lighting Regulations	1007 HILLSBORO LAND TR GRAYER,EVAN TRSTEE	1007 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	4/25/2022
63	Artificial Lighting Regulations	COMMON AREA /COMMON AREA/LANDMARK AT HILLSBORO CONDO	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	4/25/2022
64	Artificial Lighting Regulations	COMMON AREA / HILLSBORO MILE TOWER CO-OP UNIT 1	1035 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	4/25/2022
65	Building Permit Required	HAMER-HODGES,KENNETH J & HAMER-HODGES,CHRISTINE R	1230 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 208	3/28/2022
66	Construction Site Violation	JOHN H MACMILLAN IV LIV TR LOUISE PARK MACMILLAN LIV TR	985 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	3/30/2022
67	Building Permit Required	BONCI,KARA BONCI,TIMOTHY	1150 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 514	3/22/2022
68	Building Permit Required	RONEMUS,DAVID SCHNEIDER,SUSAN LYNN	1057 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 713	1/12/2022

69	Building Permit Required	SESSA,RALPH	1150 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 315	12/28/2021
70	Building Permit Required	GHATTAS,MONA A GHATTAS,RAOUF T	1147 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 1006	12/28/2021
71	Building Permit Required	LEHR,KATHLEEN P LEHR,RAYMOND V JR	1150 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 1012	12/29/2021
72	Building Permit Required	DEL PICO,STEPHEN E & CAROL-ANN	1150 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 302	1/4/2022
73	Tide Water Seawall King Tide Criteria	MIRCHANDANI,KISHORE H/E MIRCHANDANI,ANJALI	995 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	10/5/2021
74	Tide Water Seawall King Tide Criteria	TUCHEN, MICHAEL HENNING	973 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	6/7/2021
75	Landscape Violation	WINTER SUN INVESTMENTS LLC	1206 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	9/30/2021
76	Property Maintenance	WINTER SUN INVESTMENTS LLC	1205 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 101	8/30/2021
77	Tide Water Seawall King Tide Criteria	PAUL C JANKOWSKI JR REV TR LISA M JANKOWSKI REV TR	949 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	3/28/2020
78	Building Permit Required	LAMBERT,JAMES R	981 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	8/10/2021
79	Nuisance	MILLIONAIRE PORTFOLIO GROUP LLC	1150 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 812	1/10/2021



TOWN OF HILLSBORO BEACH

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Agenda Item Cover Memo

Agenda Item: 1. S.R. A1A Mobility Improvements Update
2. Town Hall Facade Renovation Update

Submitting Dept: Town Clerk, Sherry Henderson, Town Clerk

Agenda Date: July 12, 2022

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. front lawn walkway

