AGENDA

Town of Hillsboro Beach Commission Meeting

June 6, 2023
9:00 AM

MAYOR
Honorable Irene Kirdahy

VICE MAYOR
Honorable Barbara B. Baldasarre

COMMISSIONERS
Honorable Jane Reiser
Honorable Vinnie Andreano
Honorable David A. Ravanesi

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

Established 1939

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile, Hillsboro Beach, Florida 33062

June 6, 2023 | 9:00 AM

REGULAR TOWN COMMISSION MEETING AGENDA

MAYOR IRENE KIRDAHY
VICE MAYOR BARBARA BALDASARRE
COMMISSIONER JANE REISER
COMMISSIONER VINNIE ANDREANO
COMMISSIONER DAVID A.RAVANESI

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

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

CALL TO ORDER AND ROLL CALL

I. APPROVAL OF MINUTES

A. May 2, 2023 Regular Commission Meeting

II. PRESENTATIONS

A. Town Investment Report and Future Outlook
Presented by John Mousseau, Cumberland Advisors

B. Small Business Administration Overview Federal Disaster Funding Available for Broward County
Presented by Timothy Watson, Public Affairs Specialist, Small Business Administration

III. SITE PLAN REVIEW

IV. ORDINANCES

V. DISCUSSION & POSSIBLE ACTION

A. Discussion on Operational Conditions at Hillsboro Beach Resort
Presented by Matthew Hege, Director, MHCP COLAB

VI. RESOLUTIONS & CONTRACTS

A. Resolution No. 2023-24 Consideration to Authorize the Proper Town Officials to Execute Amended Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority by Broward County Government and Municipalities Located within Broward County.

B. Resolution No. 2023-25 Consideration to Ratify the Consultant Contract Between the Town of Hillsboro Beach, the City of Deerfield Beach, and D.B. Ecological Services, Inc. Related to the Joint Beach Renourishment Project.

C. Resolution No. 2023- 26 Consideration to Approve and Accept Continued Professional Services from Coastal Protection Engineering to Conduct Permit-Required Post-Construction Biological Monitoring for

the 2023 Deerfield Beach - Hillsboro Beach Nourishment Project (0289706-015-JN, SAJ-1997-02355) Under the Work Authorization Approved Pursuant to RFQ #21-15-JW.

D. Resolution No. 2023-27 Consideration to Authorize the Proper Town Officials to Execute a Contract Agreement with ACC Mastercraft for Services to Replace the Roofs on two (2) Buildings at the Town Water Plant.

VII. CONSENT

A. INVOICES FOR APPROVAL

A. CG&A	Invoice # 115717	Apr 2023	**$117,929.95**	
B. CG&A	Invoice# 116641	May 2023	**$135,522.85**	
C. Inframark	Invoice# 93961	Apr 2023	**$8,467.37**	
D. LSF	Invoice# 23-0430-26	May 2023	**$5,297.88**	
E. GCDE	Invoice# 47983	May 2023	**$5,021.90**	(General Matters)
F. GCDE	Invoice# 47984	May 2023	**$5,388.00**	(adv Richard Crusco, Charles Doherty, et al)
G. GCDE	Invoice# 47986	May 2023	**$1,166.45**	(Development (BH3)
H. GCDE	Invoice# 47987	May 2023	**$225.00**	(adv. Debra Kushner (Lanzo Co. Inc.)

VIII. BEACH REPORT

IX. STAFF UPDATES

A. Police Department
Presented by Chief Jay Szesnat

B. Finance Department
Presented by Stephen Bloom, Finance Dir, Inframark

1. Preliminary Budget Discussion to Establish Budget Priorities
2. FY 2024 Budget Calendar

C. Building Department
Presented by Steve Mitchell, Building Official, CG&A

D. Code Compliance
Presented by Bernard Pita

X. TOWN MANAGER REPORT

A. Hurricane Preparedness Guide (Hurricane Season June 1 - Nov 30)

B. Annual Removal of Coconuts from Coconut Trees (ORD 2018-07)

C. Beach Raker

XI. TOWN ATTORNEY REPORT

XII. TOWN COMMISSION COMMENTS/REPORTS

XIII. PUBLIC COMMENTS

XIV. ADJOURNMENT

PLEASE TAKE NOTICE AND BE ADVISED that if any interested person desires to appeal any decision

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

DRAFT

MINUTES
TOWN OF HILLSBORO BEACH
REGULAR COMMISSION MEETING
MAY 2, 2023 **9:00 A.M.**

CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE

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

Town Commission:

Mayor Irene Kirdahy
Vice Mayor Barbara B. Baldasarre
Commissioner Jane Reiser
Commissioner Vinnie Andreano
Commissioner David A. Ravanesi

Town Staff:

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

APPROVAL OF AGENDA

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

I. APPROVAL OF MINUTES

A. April 4, 2023 Regular Commission Meeting

Motion made by Commissioner Reiser, seconded by Commissioner Andreano, to approve the minutes from the April 4, 2023, Regular Meeting as presented. In a roll call vote, the **motion** passed unanimously. (5-0)

II. PRESENTATIONS

III. ORDINANCES

IV. DISCUSSION & POSSIBLE ACTION

V. RESOLUTIONS & CONTRACTS

A. Resolution No. 2023-03

CONSIDERATION TO APPROVE AND AUTHORIZE THE USE OF $55,000 FEDERAL FORFEITURE FUNDS FOR THE SOLE SOURCE PURCHASE OF AN ALERT SYSTEM EMERGENCY RESPONSE APPLICATION, 3-YEAR CONTRACT WITH SAFERWATCH TO INCLUDE INCIDENTALS AND ACCESSORIES.

Mr. Doody read the Resolution by title only.

Mr. Serda explained the item had been previously presented to the Commission (1/10/2023 Meeting) and tabled. He stated the SaferWatch program was intended as a tool for communication with residents, and Police Chief Jay Szesnat had conducted extensive outreach into the community's level of interest.

Police Chief Szesnat shared that better communication with residents had been identified as a goal of the Police Department, and explained how he felt the SaferWatch helped achieve that goal. He provided an overview of the system and its uses in other communities.

Mr. Serda provided additional details regarding the cost of SaferWatch versus Nixle and the limitations of the Nixle system. He stated the plan was to use both systems for the first six (6) months to a year as a transition period. He discussed projected uses of the system.

Mayor Kirdahy asked for clarification on how residents would contact the Police Department with the system. Police Chief Szesnat explained it was a phone app. He briefly outlined the phased process which would be utilized to roll out the system.

Police Chief Szesnat reiterated that this system was not to be used in emergency situations, and that residents should still dial 911 as needed.

Town Manager Serda asked that Police Chief Szesnat explained Federal Forfeiture Funds for those not familiar. Police Chief Szesnat reviewed the Federal Forfeiture Fund system, and explained it is not budget funds or taxpayer dollars.

Commissioner Reiser inquired regarding the process of transitioning contacts from Nixle to SaferWatch. Police Chief Szesnat responded that they would be starting from scratch, because the Nixle software does not allow staff to obtain that information from their system.

Commissioner Andreano asked how the SaferWatch app would impact dispatching and communication between the dispatcher and Police Officers. Police Chief Szesnat discussed dispatcher training and triaging non-emergency issues. He stated there would be a learning curve, but he did not foresee a massive impact.

Commissioner Andreano asked how the program would be funded following the three (3) year initial agreement. Mr. Serda stated it would be reassessed at that time to determine if it should be come a General Fund budget line item.

Motion made by Commissioner Andreano, seconded by Commissioner Ravenesi, to adopt Resolution 2023-03 as presented. In a roll call vote, the **motion** passed unanimously. (5-0)

B. Resolution No. 2023-22

CONSIDERATION TO APPROVE AND AUTHORIZE THE USE OF $28,000 FEDERAL FORFEITURE FUNDS FOR TRAINING AND NETWORK INSTALLATION OF EVENTIDE SOFTWARE SOLUTION FOR PHONE/RADIO RECORDING TO INCLUDE INCIDENTALS AND ACCESSORIES, PIGGYBACKING THE TERMS OF THE GSA CONTRACT PRICING NO. GS-35F-0415V.

Mr. Doody read the Resolution by title only.

Mr. Serda stated this item utilized forfeiture funds to replace and upgrade the call recording system in the Police Department. He noted certain types of calls are required to be recorded and the current system is no longer supported by the vendor.

Mayor Kirdahy asked staff to share how much the Town receives in forfeiture funds compared to the amount of the expenditure. Police Chief Szesnat stated it is a continuous funding source, and the Town currently holds approximately $500,000 in available funds. He noted the amount seized had been close to $4 million in the last four (4) years. Discussion continued regarding the Police Department's accreditation and recording requirements.

Motion made by Vice Mayor Baldasarre, seconded by Commissioner Reiser, to adopt Resolution 2023-22 as presented. In a roll call vote, the **motion** passed unanimously. (5-0)

C. Resolution No. 2023-23

CONSIDERATION TO AUTHORIZE THE PROPER TOWN OFFICIALS TO EXECUTE THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY BY BROWARD COUNTY GOVERNMENT AND MUNICIPALITIES LOCATED WITHIN BROWARD COUNTY.

Mr. Doody read the Resolution by title only.

Mr. Serda provided a brief overview of the interlocal agreement and goals for managing solid waste and recycling in Broward County. He discussed the efforts of the Solid Waste Working

Group toward establishing a governance system and associated agreements. He stated under this agreement, an authority will be created, an Executive Director hired, and consultants brought on to develop the framework. Mr. Serda noted half of the cost is paid by the County, and the remaining cost is prorated by population, and is currently expected to be approximately $2,700 per year. He explained this did not change the actual collection by the hauler but would impact where the hauler was bringing the trash and recycling. He recommended approval of the agreement.

Mr. Doody provided additional detail on potential revisions from the County Attorney's office, and explained if those changes were material in nature, the matter would be brought back to the Commission for review.

Motion made by Commissioner Andreano, seconded by Commissioner Ravanesi, to adopt Resolution 2023-23 as presented, with the condition that the item would come back before the Commission if there were substantive changes made. In a roll call vote, the **motion** passed unanimously. (5-0)

VI. CONSENT AGENDA

A. Invoices for Approval

1.	LSF	Invoice #23-0228-26	Feb 2023	**$4,361.90**	
2.	LSF	Invoice #23-0331-26	March 2023	**$6,445.86**	
3.	Inframark	Invoice #90467	Feb 2023	**$8,445.84**	
4.	Inframark	Invoice #91866	March 2023	**$8,496.17**	
5.	CG&A	Invoice #114752	March 2023	**$34,648.55**	
6.	GCDE	Invoice #47126	April 2023	**$2,675.20**	General Matters
7.	GCDE	Invoice #47127	April 2023	**$75.00**	Garnishment
8.	GCDE	Invoice #47128	April 2023	**$1,075.00**	Adv. Richard Crusco, Charles Doherty, et. al.
9.	GCDE	Invoice #47129	April 2023	**$400.00**	Development

Mayor Kirdahy asked for an update on ridership on the LSF shuttle. Mr. Serda stated the ridership was not reported on these invoices, and he would report back. He discussed service interruptions and explained they had been labor related.

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

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VIII. BEACH REPORT

A. Update on Hillsboro Beach/Deerfield Beach Joint Nourishment Project

Mr. Serda provided a brief presentation regarding the recent beach nourishment project. He stated it was a historic event, and by most measures was a success. He shared photos of various points throughout the project and discussed efforts to maximize funding. He stated final invoices and surveys remained pending and discussed next steps briefly.

Mayor Kirdahy discussed the historic nature of the cooperation and stated how proud she was of what was accomplished.

IX. STAFF UPDATES

A. Police Department

Police Chief Szesnat presented the monthly report. He stated activity and contacts remained on track and noted 6,482 security checks had been conducted. He expressed his pride in the hard work of the Town's Police Officers.

Vice Mayor Baldasarre asked about an event the previous weekend near the lighthouse. Sergeant Robert Gianino provided details regarding a boat that hit the jetty. He noted Florida Fish and Wildlife Commission (FWC) was lead agency on the event and everyone involved was okay.

Item IX.B. was addressed following item IX.D.

B. Finance Department

Stephen Bloom, Finance Director, Inframark, presented the second quarter financial report. He noted property taxes are the largest source of revenue in the General Fund, so it is normal for the fund to be ahead in the first two (2) quarters of the year. He explained the General Fund has a surplus of approximately $2.5 million through March, and property taxes were 91.9 percent collected. He reviewed other sources of General Fund revenue briefly. He explained General Fund spending was on track, with total expenditures at 49.4 percent of the annual budget at the end of the second quarter.

Mr. Bloom reviewed the Special Revenue Funds, the Capital Projects Fund, and the Water Fund briefly. He noted water usage billings were up 17.2 percent over the same time the previous year. He reviewed the fuel cost analysis, as well as the workers' compensation insurance claims and premiums.

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C. Building Department

Steve Mitchell, Building Official, CG&A, presented his monthly report. He stated a tremendous number of structural permits were currently being reviewed, and noted the average review period was approximately six (6) days.

Mr. Serda stated Mr. Mitchell was in the process of transitioning to a more remote, part-time role, and K-Maron Perdue, Chief Structural Inspector and Assistant Building Official, would be filling the remainder of the role. Mr. Mitchell added additional details.

Vice Mayor Baldasarre asked if there would be someone specifically assigned to handle follow-up regarding condominium upkeep. Mr. Mitchell confirmed that the details were not yet worked out, but someone would be responsible for that role. He noted the process of gathering the old reports was nearing completion.

Commissioner Reiser asked whether any of the buildings in Town had policies that do not allow renovation during the high season. Mr. Mitchell stated he did not know of any official policies, but believed there was one (1) building. It was noted each condominium building would make and enforce their own policy concerning this matter, if needed.

D. Code Compliance

Bernard Pita, Code Enforcement, CG&A, presented his report. He stated he had received a number of calls for work without permit where it was difficult to gain access. He noted the Code Compliance Summary Report showed nine (9) inspections and nine (9) reinspections and explained three (3) cases were going to the Special Magistrate in June.

Mr. Serda provided additional details related to the work without permit reports, and the need to find some type of evidence outside. Mr. Pita explained his process briefly.

IX. Town Manager Report

A. State A1A Improvement Project Update

Mr. Serda stated he had met with the Florida Department of Transportation (FDOT) construction engineer overseeing the project for an update. He stated a substantial number of driveways have been harmonized, and the project remains on schedule for a completion date in August or early September. He explained the sidewalk had been completed, and discussed next steps, including elevating utility covers, milling the center of the road, and the final layer of asphalt. Mr. Serda explained the end of the project would cause some frustrations as half-mile lane closures are necessary for approximately one (1) month. He noted final harmonization of driveways, façade, and landscaping would be the final step.

B. Earth Day Community Event

Town Clerk Henderson provided an overview of the Earth Day community event held Saturday, April 22, 2023. She thanked the residents who had participated. She noted in addition to the shredding, electronics recycling and household hazardous waste discarded, the Police Department had collected 14 pounds of unused and expired prescription drugs to be safely and responsibly disposed of.

C. Discussion on Commission Chamber and Conference Room

Mr. Serda stated he had contracted with an architect to look at updating the Commission Chambers and better utilizing the planning room. He explained the architect would bring forward three (3) options, then create drawings for the preferred choice for the Commission to review.

Mr. Serda highlighted the recently updated Town information guide. He noted copies are available in the lobby at Town Hall and will be mailed out later this month.

XI. TOWN ATTORNEY REPORT

Mr. Doody provided a brief update on the Court Order regarding the lawsuit brought by residents against the Town of Hillsboro Beach regarding the Related Group variance for property located at 1174-1185 Hillsboro Mile. He noted the court had quashed the granting of a variance. He stated the court had not yet commented on the site plan issue. Mr. Doody explained he would be asking the court to reconsider its decision and outlined the applicable law. He stated with the enactment of Ordinance 2022-12, which amended the zoning code, the project was compliant and would be allowed to proceed.

XIII. TOWN COMMISSION COMMENTS/REPORTS

A. Vice Mayor Barbara Baldasarre

Vice Mayor Baldasarre stated the League of Cities meeting was scheduled for the following Thursday. She added that the Condo Forum was meeting on May 11 and would have a speaker related to condominium insurance.

Mr. Serda encouraged anyone serving on a board or as property manager for a condo that is not currently attending the forum to reach out to him for details on how to attend the meeting. He discussed the topics to be addressed.

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B. Commissioner Jane Reiser

Commissioner Reiser commented on watching the beach renourishment at the line between Deerfield Beach and Hillsboro Beach. She stated it was fascinating and thanked former Mayor Deb Tarrant for her perseverance in helping to move the project forward.

C. Commissioner David A. Ravanesi

Commissioner Ravanesi had no report.

D. Commissioner Vinnie Andreano

Commissioner Andreano had no report.

E. Mayor Irene Kirdahy

Mayor Kirdahy stated the Metropolitan Planning Organization (MPO) had no meeting scheduled for April but would meet again in May.

XIV. PUBLIC PARTICIPATION

Deb Tarrant, 1083 Hillsboro Mile, read comments regarding the Related Group project. She stated the property had been left vacant and had to be sold at auction because of the hardship of the conservation area on the land and asserted if residents supported the lawsuit against the development, that would have been shown in the results of the recent municipal election. Continuing, Ms. Tarrant asserted that Hillsboro Beach needs the tax revenue from the project to establish a beach reserve fund and to stay a private beach. She stated if the project was held to three (3) stories, it was likely to be a rental apartment complex, and urged the Commission to stay the course and process whatever legislation is necessary to bring the Related Group project to fruition.

Jonathan Azoulai, 1169 Hillsboro Mile, stated he understood Ms. Tarrant's comments regarding the value of the project, and no doubt there were several good uses for the money, but he did not believe the developer should be given any special treatment. He asserted the project would completely change the character of the community, including traffic issues and other problems. He stated he would be against any kind of variance and the property should be developed under the existing Code.

Charles Doherty, 1194 Hillsboro Mile, argued the property the Related Group wanted to develop was some of the most valuable in Florida right now. He stated the argument that the project would keep property taxes down was essentially the owners of large houses

saving money on the backs of other residents. He stated the Code was in place to protect and benefit the people and should be followed.

Mayor Kirdahy commented that former Mayor Tarrant had not made the decision alone, but it was the decision of the entire Town Commission at the time.

Manny Penata, 1170 Hillsboro Mile, thanked the Commission, City Manager, and Police Chief for doing thankless jobs and helping to make Hillsboro Beach a special place to live. He referenced comments regarding the assertion that a rental apartment complex could be built on the Related Group property if this project does not go through, and stated either former Mayor Tarrant had inside knowledge the rest of the community does not have, or she is just winging it. He stated replacing the additional revenue from the project with an assessment would be less than $500 per year for the average resident, with a higher impact on the billionaires.

Nancy Robins, 1160 Hillsboro Mile, stated she sees so much love for the sea turtles, and none for the residents. She asserted the residents are upset about the Related Group project and asked that the Commission reconsider allowing it to move forward.

Richard Crusco, 1194 Hillsboro Mile, stated he was part of the group that opposed the Commission's decision related to the Related Group project and took action on behalf of the community. He asserted the decision was an abuse of the variance process, and the residents stood up for the community and its quality of life. He stated he attributes the Town's quality of life to three (3) former mayors who collectively spent over 30 years representing the people of Hillsboro Beach and putting the interests of the community ahead of the interests of developers. Continuing, Mr. Crusco stated the Commission had been invited to sit down with those organized against the project but had not done so. He added that the group supports progress and improvement but want it to be consistent with the zoning laws of the Town. He asked the Commission to revise its position.

George Zkratov, 1194 Hillsboro Mile, stated that if companies are allowed to pay their way into the Town, it is a slippery road, and anyone can come in and do the same. He stated it was not a good idea, and the Town should not continue that path, or it will have 50 story buildings 10 years from now.

Joe Tolento, 1167 Hillsboro Mile, stated he lives in a seven (7) story building and there are other buildings which are 10-15 stories on Hillsboro Beach. He stated he understood the concerns of those close to the building, but his concern with traffic if the project was built as zoned, noting there was potential for 187 families instead of the 90 proposed. He discussed the difference between snowbirds buying high-end condominiums and rentals in a three (3) story building and addressed concerns with the overall tax base and individual views.

Dawn Miller, 1107 Hillsboro Mile, stated she understood this was an emotional issue and everyone had an interest in keeping the Town special and beautiful. She asserted the Town plainly needs money to run, and that does not mean any particular developer gets special favors, but that the open property should be developed in a way that benefits the Town. She discussed the difficult decision made by the Commission, making sure every voice was heard, and the importance of mitigating the impacts on residents.

Mark Raphael, 1173 Hillsboro Mile, spoke regarding the Related Group development. He stated he is very much against the Town participating in supporting the development. He stated a 10-story building would not fit in with its surroundings.

Michael Weinberger, 1169 Hillsboro Mile, stated the decision of the panel of judges should not be taken lightly. He asserted the judges had determined the Related Group could make money with a lower building, and asked the Commission to pay attention to what the people want and not appeal the court's decision.

XIV. ADJOURNMENT

Motion made by Commissioner Ravanesi, seconded by Vice Mayor Baldasarre, to adjourn the meeting at 10:55 a.m. In a roll call vote, the **motion** passed unanimously. (5-0)

ADOPTED THIS _____ DAY OF _____, 2023

By: _____
Irene Kirdahy, Mayor

ATTEST:

_____
Sherry D. Henderson, CMC
Town Clerk

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

Written Public Comments read aloud at Meeting, Entered into the Record.

MAY 2, 2023

Regular Town Commission Meeting

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

Sherry D. Henderson

From: Richard Crusco <rcrusco28@gmail.com> on behalf of Richard Crusco
Sent: Thursday, April 27, 2023 9:28 PM
To: Richard Crusco
Subject: Judge's Decision on Variance
Attachments: Dezer_Related Group_Judge's decision.pdf; SunSentinel_Judges Decision.pdf

Hi all,
Hope all of you are doing well. As many of you know, my neighbors and I filed a lawsuit last year in order to block the variance that was approved by our Town Commissioners last year. This week the judge ruled the city's approval of the height variance to be **unlawful,** and therefore the variance is now **Quashed**. The basis for that judgement is the property presents no hardship to the developer as the property has plenty of area in which to build a beautiful development. In addition, the developer was aware of the protected area within the lot. Even the town's engineer acknowledged that there was sufficient area to build.

The lawsuit we filed started over a year ago when the residents to the tune of approximately 200 opposed the project at the Quasi-Judicial hearings. Two attorneys with profound experience on the matter (one being a city commissioner in Broward) presented the legal case against the variance. In spite of this, the Commissioners under the leadership of Ex-Mayor Deb Tarrant (none of which reside in the zoning area) unanimously approved the illegal variance. The case resulted in a lawsuit against the town Commissioners and developers. It is possible that Dezer Development & Related Group may pressure the current Commission to rezone the property. We must let our voices be heard in opposition of such a move. The reality is this is far from over. However, we are prepared to stand our ground. Unfortunately, our elected officials decided to ignore our voices and used taxpayer dollars to fight for a variance that the courts deemed unlawful. What a waste. And to think, we were willing to sit down with them early on and try to work things out without the courts. More to come...

To those of you who donated to our cause, thank you. United we stand.

There's a meeting at town hall on Tuesday, May 2 nd at 9:00. We urge all of you, if possible, to come to town hall and let your voices be heard. You can also join via Zoom. **WHETHER YOU ATTEND OR NOT, IT WILL BE VERY IMPORTANT FOR YOU TO VOICE YOUR OPINION TO BE IN THE RECORD VIA AN EMAIL TO THE CITY COUNCIL MEMBERS AND CLERK. HERE ARE THEIR EMAILS.**

vandreano@townofhillsborobeach.com;
dravanesi@townofhillsborobeach.com;
bbaldasarre@townofhillsborobeach.com;
jreiser@townofhillsborobeach.com;
ikirdahy@townofhillsborobeach.com;
shenderson@townofhillsborobeach.com;

THERE IS RUMOR THAT ONLY A SMALL NUMBER OF RESIDENTS OPPOSED THE VARIANCE AND YOU CAN HELP CHANGE THAT RUMOR.

Very important for you as a resident of Hillsboro Beach to be a part of helping to Save Hillsboro Beach.

Here's a link to Hillsboro Beach website for info on Zoom and agenda for upcoming meeting
.
https://www.townofhillsborobeach.com/CivicAlerts.aspx?AID=351

Here's the article from the NewPelican. Also attached are the judge's decision as well as the SunSentinel article.

https://www.newpelican.com/articles/luxury-10-story-condo-development-in-question-after-judges-quash-height-variance/

Thanks,
Richard

If you do not want to receive further emails, please let me know.

Sherry D. Henderson

From: james lambert <jamesrodneylambert@gmail.com> on behalf of james lambert
Sent: Thursday, April 27, 2023 10:33 PM
To: shenderson@townofhillsborobeach.com

To start congratulations to the new commissioners.

I just received the email that was sent to everybody from Richard Crusoe. His letter to all the residents summed it up quite clearly he had 200 supporters against the project but there's well over 2000 residence so only a small percentage of people oppose the project that the commission previously approved again . I would like urge the commission to make their decision based on what is good for the entire town not just a small group of people that will always oppose anything that has to be built on that property. I have been a resident of this town for more than 30 years. Many years ago when one of the now opposing residents Mr. Mr. Kinley, wanted to develop the property as a boutique hotel with very few units. The neighboring people all complained that we could not handle the traffic . truth of the matter was they just did not want anything on the property next to their own property. Now that he no longer owns the property and has a unit next-door, he has been a loudmouth opponent of the project. But when he wanted to develop it, it was OK. if this project gets stopped The town will probably be in a huge lawsuit with the developer. If the majority of the town is against it, so be it, but if it's only a small percentage of residents that are against it the town should proceed with the project. The majority of the opponents do not even know about our town finances and the added revenue would hugely benefit the entire town. Our town has needs for finances and tax dollars to ensure our beach renourishments in the future without creating an unfair taxation to certain property owners and I'm sure the same people that are complaining about the project will be the first ones to say Pay for the litigation and damages with property tax dollars which affects certain residents a lot more than others. So I urge the commission again to look at the whole picture and base their decision on what is best for the entire town.

We already have some large condos in town, such as opal towers, and other tall buildings. Our current large buildings do not cause any traffic issues in our town. Our traffic issues are from people driving through town not the residents coming or going. That's a problem we are always gonna have a that's .Our traffic issues are from people driving through town not the residents coming or going. That's a problem we are always gonna have and that's a decision that we all except because we want to live here. I also feel it's absolutely ridiculous. That people claim they would never moved here if they There was going to be development on that property is insane . When people in south Florida decide that the areas becoming too overbuilt that's when they decide to leave. You cannot stop development anywhere that the property is in high demand. Residents need to accept that or make future plans where they would rather live. And if they decide to leave, they sure won't complain about higher property values when they go to sell.

Thank you for your time. And good luck dealing with this.

Jim Lambert
954-328-8521

Sherry D. Henderson

From: kwoody0322@aol.com
Sent: Monday, May 1, 2023 7:37 AM
To: ikirdahy@townofhillsborobeach.com; bbaldasarre@townofhillsborobeach.com; jreiser@townofhillsborobeach.com; dravanesi@townofhillsborobeach.com; vandreano@townofhillsborobeach.com; shenderson@townofhillsborobeach.com
Subject: 1185 Property

Dear Commissioners:

The recent ruling by a panel of circuit court judges to overturn a height variance given to Related Group by the commission for 1185 property, was the right thing to do for the reasons given, but for many residents, it was much, much more.

As we all know, Related Group and its partner Dezer Development knew what the land situation is, and the current zoning code when they purchased the property.

Requesting a variance is one thing, but changing the zoning code would forever change the charm, and character of the north end of Hillsboro Beach. Looking at things for financial gain, modernization, or whatever reason it may be to vote in support, is not always in the best interest of the area, or its people.

As a resident who has owned my condo for over thirty-three years and grew up in this area, I have obviously seen many changes in town, the hotel being one of them. As much as I dislike the hotel, the thought that Hillsboro Beach could become a Pompano Beach, a Sunny Isles, or even a Highland Beach, is something I could never perceive happening here. I have always thought those who served on the commission and represented the people, would do everything in their power to *preserve* this little bit of heaven we are all so fortunate to enjoy. Changing the zoning code to permit this type of development and future developments like it, is not *preserving the charm of Hillsboro Beach.*

I am aware that there are 100 to 200 residents who were *not* in favor of the variance given and are now *not* in favor of a possible code change. Not everyone will attend the meeting, or even send an email, but they show their support against these requests in other ways. So please, do not think there is only a small group of residents against this possible change the developer could request, that is quite the contrary.

I ask that you *do not* vote in favor of changing the zoning code if that is what Related Group or any future developers request. Related Group will still make money, and Hillsboro Beach will still benefit from not only the 1174-1185 high-end *three-story* developments, but possible future *three story* developments without changing the code that would forever alter the quaintness of this section of our very small town.

Thank you,

Karen Olsen
1160 Hillsboro Mile

Sherry D. Henderson

From: Mac Serda <mserda@townofhillsborobeach.com> on behalf of Mac Serda
Sent: Monday, May 1, 2023 6:59 AM
To: Roberta
Cc: shenderson@townofhillsborobeach.com; Irene Kidahy; bbaldasarre@townofhillsborobeach.com; Jane Reiser; David Ravanesi; Vinnie Adreano
Subject: Re: Rosewood Condo-Hotel Planned

Good morning Roberta,

The development proposed by the Related Group is a condo, not a hotel.

In fact, the Town does not allow any hotels other than the club and HBR, which currently exist and are grandfathered within our code.

Rosewood, much like Four Seasons and other elevated brands, provide contract services to manage and operate properties on behalf of the developers for the residents of the property. When a person decides to purchase in a development, one of the selling points is the operator of the building. The possible owner wants to know what level of service the d well per has contracted with to provide valet, concierge and other services elevens. In the case of the Related's project in our Town, the service operator is Rosewood.

I'm happy to discuss this in person or over the phone if you like.

Finally, please confirm you'd like to have your email as part of the record, but the project is not a hotel or rental lodge such as Cheeca Lodge in Islamorada.

Thank you,

Mac

Sent from my iPhone

> On Apr 30, 2023, at 3:28 PM, Roberta <beachbeauty@comcast.net> wrote:
>
> I want what I'm writing to be read and added to the comments at the May 2, 2023 Commission Meeting when public comments are made about the Rosewood Development.
>
> "I am outraged at the way the Related Group presented their project to our Commission and Hillsboro Beach residents to receive their project approval.
> Their project is now planned as a Condo-Hotel, the same way Chica Lodge the Florida Keys is run and operated.
> It is run by a commercial hotel chain and the Rosewood will become a commercial property.

> This is not the way this project was presented to the Commission and residents of Hillsboro Beach.
> The Commission now has the authority to reconsider their approval based upon all the new information we have been made aware of."
> Respectfully,
> Roberta Meschkow
> 1043 Hillsboro Mile
> Hillsboro Beach
>
>
>
> https://hotelprojectleads.com/rosewood-condo-hotel-planned/
>

Sherry D. Henderson

From: Roberta Meschkow <beachbeauty@comcast.net> on behalf of Roberta Meschkow
Sent: Sunday, April 30, 2023 3:45 PM
To: Town of Hillsboro Beach, Florida; Mac Serda; ikirdahy@townofhillsborobeach.com; Barbarella Beltaire; jreiser@townofhillsborobeach.com; Vinnie Adreano
Subject: Re: Rosewood Condo-Hotel Planned

I want what I'm writing to be read and added to the comments at the May 2, 2023 Commission Meeting when public comments are made about the Rosewood Development.

"I am outraged at the way the Related Group presented their project to our Commission and Hillsboro Beach residents to receive their project approval.
Their project is now planned as a Condo-Hotel, the same way Chica Lodge the Florida Keys is run and operated.
It is run by a commercial hotel chain and the Rosewood will become a commercial property.
This is not the way this project was presented to the Commission and residents of Hillsboro Beach.
The Commission now has the authority to reconsider their approval based upon all the new information we have been made aware of."
Respectfully,
Roberta Meschkow
1043 Hillsboro Mile
Hillsboro Beach

https://hotelprojectleads.com/rosewood-condo-hotel-planned/

Sherry D. Henderson

From: CLARA KNIERIM <claraknierim80042@gmail.com> on behalf of CLARA KNIERIM
Sent: Sunday, April 30, 2023 3:35 PM
To: vandreano@townofhillsborobeach.com; dravanesi@townofhillsborobeach.com; bbaldasarre@townofhillsborobeach.com; jreiser@townofhillsborobeach.com; ikirdahy@townofhillsborobeach.com; shenderson@townofhillsborobeach.com
Subject: vacant property at 1174-1185 Hillsboro Mile

RE: review of variance request from Dezer Developers/The Related Group, owners of the vacant property at 1174-1185 Hillsboro Mile

To all administrator involved in this issue, please keep in mind these points when deciding for us residents of Hillsboro Beach:

The developers had plenty of time to conduct due diligence before purchasing the property – they cannot continue to claim any surprises or hardship because all information for this lot has been public records for decades. They overestimated their ability to rollover the residents and Town administrators, and dazzle everyone with a "majestic" building and incentives ... not everything is about $$ - the character of our quiet community is priceless.

The argument that the Related Group - is as a world-renown architect and a developer – also means that they have enough experience and talent to build a beautiful building that will conform with our community, not a style of building that belongs in South Beach, or Miami. As any profitable company, they are looking to maximize their investment. We should be looking to maximize the quality and character of our beautiful Town.

If the additional tax revenue generated from development of this property is expected to be less than the $1 million speculated, it is not enough reason to allow the extra height variance. There are several large expensive homes which are being built, or remodeled for resale, at the present time – these are expensive properties providing the Town with large tax revenues in the immediate future. Ask any realtor how desirable it is to list properties in Hillsboro Beach – properties sell well and faster due to lack of availability of waterfront property, plus the fact that we are an upscale community. Tax revenues will continue to come in from sales every year, and property is definitely getting more expensive.

Thanks to all of you for watching out for our community

Clara Knierim

happy Hillsboro Beach owner since 1979

Sherry D. Henderson

From: eaosborn1@juno.com
Sent: Sunday, April 30, 2023 1:25 PM
To: vandreano@townofhillsborobeach.com; dravanesi@townofhillsborobeach.com; bbaldasarre@townofhillsborobeach.com; jreiser@townofhillsborobeach.com; ikirdahy@townofhillsborobeach.com; shenderson@townofhillsborobeach.com
Subject: PLEASE DO NOT ALLOW RE-ZONING OF LOT 1174-1185 HILLSBORO MILE

To all city council members and clerk:

Re: 1174-1185 Hillsboro Mile

PLEASE DO NOT allow the above referenced property to be re-zoned!! I have lived directly across from this lot since 1998 and purchased here so I could enjoy the view
during my retirement years! Now that I am finally retired and able to enjoy it, I do NOT want there to be some obstruction created out of wanton greed by a developer who
only cares about the bottom dollar vs. the quality of life of those homeowners nearby!!

I THANK-YOU sincerely for your consideration of homeowners in the area and the multitude of people who feel the exact same way as myself!!

E. Osborn
Massachusetts Bldg.
Eastway Harbor

Sherry D. Henderson

From: Jill Scanlon <jillscan7@gmail.com> on behalf of Jill Scanlon
Sent: Saturday, April 29, 2023 6:48 AM
To: bbaldasarre@townofhillsborobeach.com; dravanesi@townofhillsborobeach.com; ikirdahy@townofhillsborobeach.com; jreiser@townofhillsborobeach.com; shenderson@townofhillsborobeach.com; vandreano@townofhillsborobeach.com
Subject: Height Variance

We chose to purchase a residence in Hillsboro Beach in part because of the quiet feel to the area. Allowing this height variance opens the door for future variances. Every increase in density erodes the tranquility and charm of our town.

While change is inevitable, it should be done in a way that preserves the best aspects of our community. All development should be done within the parameters currently on the books and special height variances should not be approved.

Regards,
Jill Scanlon
1057 Hillsboro Mile

Sherry D. Henderson

From: ALICIA OLSEN <olsenrun@msn.com> on behalf of ALICIA OLSEN
Sent: Friday, April 28, 2023 2:46 PM
To: shenderson@townofhillsborobeach.com
Subject: Land in question in law suit

Hello,
This letter is in support of rezoning the land, in order to continue with the previously approved height variance to the beach side condo in question in the lawsuit against the Town of Hillsboro.
I believe there are more pro, to continue with this project, than cons!
We need to look to the future and figure out what will sustain the Town, life style and property value so we are not swallowed up and lost within Broward County.
The proposed condo units will certainly add to the uniqueness that is Hillsboro Beach and will attract possible home owners from across the country and possible outside our borders.

Respectfully,

Alicia Olsen
LeBaron owner

Get Outlook for Android

Get Outlook for Android

Sherry D. Henderson

From: Bates, David <DBates@gunster.com> on behalf of Bates, David
Sent: Friday, April 28, 2023 2:17 PM
To: vandreano@townofhillsborobeach.com; dravanesi@townofhillsborobeach.com; bbaldasarre@townofhillsborobeach.com; jreiser@townofhillsborobeach.com; ikirdahy@townofhillsborobeach.com; shenderson@townofhillsborobeach.com
Subject: Rosewood Branded Condos

Dear Commissioners:

Although I will be unable to attend the next meeting, I do want to share my strong opposition to further accommodations made for this project.

I recall that almost every resident spoke out against this project when the variance was issued initially. The Commission now has a second opportunity to make the right decision and not make a special accommodation for this ill-conceived project.

Moreover, I believe that the Commissioners and the community was misled during the initially variance approval process. I recall repeated misrepresentations that this project would not have an adverse impact on traffic due to the expectation that most units would be "seasonal" properties. Now, however, with this truly operating like a hotel, we will have nearly 100% occupancy, plus guests, events, weddings, etc., etc.

Please do not make further accommodations made for this project such as rezoning. In the alternative, PLEASE prohibit the operation of a hotel.

Thank you.

David Bates
1155 Hillsboro Mile
Hillsboro Beach, FL 33062

Sherry D. Henderson

From: gelmanct@aol.com
Sent: Friday, April 28, 2023 9:38 AM
To: vandreano@townofhillsborobeach.com; dravanesi@townofhillsborobeach.com; bbaldasarre@townofhillsborobeach.com; jreiser@townofhillsborobeach.com; ikirdahy@townofhillsborobeach.com; shenderson@townofhillsborobeach.com
Subject: 1174-1185 Hillsboro Mile - Zoning Variance

To: Hillsboro Beach Town Commissioners and Town Clerk
From: Craig Gelman, 1167 Hillsboro Mile
Re: 1174-1185 Hillsboro Mile – Zoning Variance
Date: April 28, 2023

I know I speak not only for myself and my wife, but I also speak for many of my Hillsboro neighbors when I say that we continue to strongly oppose the issuance of any zoning variance that allows for a 10-story, 130-foot tower building at 1174-1185 Hillsboro Mile.

The town's zoning in the area is capped at 3 stories, and for good reason. We know that it is to do everything we can to retain the small-town charm of our town. It is THE MAIN REASON why my wife and I and many of our neighbors moved to Hillsboro Beach in the first place. It is the reason why we didn't move to Boca Raton or Pompano Beach or another town with huge residential structures/properties along the beach. We wanted to live in a small town in Southern Florida with room to walk, sit on the beach, etc. without the huge crowds of other towns. Granting a variance for such a huge building runs afoul of us continuing to build and maintain that charm. I just don't understand how a 10-story building that is being marketed with its "hotel like amenities" adds to our small town culture? I'm sure that you are all aware that the developer is already starting to market the property similar to how Marriot Residences markets its properties. I have a friend who is a realtor who recently shared some of their advertising with me and commented to me: "Is this really what they're doing in Hillsboro Beach?" Is that really what we want for our town?

I'm not totally against ever issuing any variances. Variances do have their place. But, unless there is an exceptional hardship to the landowner, we should not grant a variance. Not making enough money from developing land under current zoning restrictions is <u>not</u> an exceptional hardship. The landowners knew exactly what they were getting when they purchased the land. They are smart; they did their due diligence; and they were comfortable making the purchase knowing the building height limitations. So, absent any exceptional hardship we should not grant that type of variance. If they cannot make enough money from developing the property with 3-story buildings, then they should sell the land to another developer who would happy to do so and pleased to help us maintain the small town charm of Hillsboro Beach. The current developer does not want to help us maintain our small town charm. They merely want to make the most money at our expense.

We also need to seriously consider the long term effects of allowing for such a variance. Could this also serve to open the door for other prospective developers to do the same thing? What's to stop another developer from buying out all the residents of a small Hillsboro Beach community with an eye towards seeking a similar variance to construct another 10-story building? Where does this end? I say, let's end it <u>now</u> please.

Thank you for your consideration. Respectfully submitted,

Craig Gelman

Sherry D. Henderson

From: Svetlana Zikratova <lana.zikr@gmail.com> on behalf of Svetlana Zikratova
Sent: Monday, May 1, 2023 11:19 AM
To: vandreano@townofhillsborobeach.com; dravanesi@townofhillsborobeach.com; bbaldasarre@townofhillsborobeach.com; jreiser@townofhillsborobeach.com; ikirdahy@townofhillsborobeach.com; shenderson@townofhillsborobeach.com
Subject: Height Variance for 1174-1185 Hillsboro Mile

Dear City Council Members:

As a full-time resident and a registered voter for the town of Hillsboro, I would like to express my strong objection to a height variance given to the Dezer Development & Related Group to build a 10-story condo building at 1185 Hillsboro Mile because the town's zoning code imposes a three-story height limit on buildings in that section of the Mile.

As many of you know, last week the Judge ruled the city's approval of the height variance to be unlawful, and therefore the variance is now quashed. The basis for that judgement is that the property presents no hardship to the developer as the property has plenty of area in which to build a beautiful development. In addition, the developer was aware of the protected area within the lot when purchasing it.

Please put my opposition on record in case the Related Group challenges the court's decision. I also object to any zoning changes to accommodate Related Group construction on this lot.

Sincerely,

Lana Zikratova

1194 Hillsboro Mile, #24

Sherry D. Henderson

From: Yoni Azoulai <azoulaimd@gmail.com> on behalf of Yoni Azoulai
Sent: Monday, May 1, 2023 11:47 AM
To: vandreano@townofhillsborobeach.com; dravanesi@townofhillsborobeach.com; bbaldasarre@townofhillsborobeach.com; jreiser@townofhillsborobeach.com; ikirdahy@townofhillsborobeach.com; shenderson@townofhillsborobeach.com
Subject: Hillsboro Beach - Dezer Development and the Related Group

I am one of the owners of a condominium located at 1169 Hillsboro Beach.

At the upcoming meeting, on May 2nd, I would like to have an open forum discussion added to the Agenda so that we can discuss and hear the opinions and thoughts of the Current residents/owners/voters of Hillsboro Beach in relation to the proposed development at 1185 Hillsboro Beach Blvd.

While it would be unreasonable to completely prevent the development of that property I do not believe that providing a variance to the Related Group and Dezer would be in the interest on the entire community. The variance that they have requested would change the entire character of this section of hillsboro beach in a way that most of the current owners/residents/voters do not agree with.

I believe that they should follow the Zoning Code just like everyone else would have too. While property rights are clearly important I do not believe that Jorge Perez, the billionaire developer who owns Related Group, needs to be receiving special treatment to make his projects more profitable for him and his investors.

Jonathan Azoulai

Sherry D. Henderson

From: Fabrice Marmousez <fabricemarmousez@gmail.com> on behalf of Fabrice Marmousez
Sent: Monday, May 1, 2023 4:09 PM
To: vandreano@townofhillsborobeach.com; dravanesi@townofhillsborobeach.com; bbaldasarre@townofhillsborobeach.com; jreiser@townofhillsborobeach.com; ikirdahy@townofhillsborobeach.com; shenderson@townofhillsborobeach.com
Cc: savehillsborobeach@gmail.com; Pat
Subject: Lot 1174-1185 Hillsboro Mile

Dear City Council Members and Clerk,

In advance of the meeting which will be held on Tuesday May 2nd 2023 at 9 am, at Hillsboro Beach's town hall, please note I am against the project of a high rise building, in the vicinity of my property on Hillsboro Mile.

I live in Hillsboro Beach because it represents the typical Florida "way of life" and what many citizens would dream to experience when living next to the ocean:

- The respect of typical Florida's architectural common sense, limiting the height of buildings to avoid significant damaging consequences on properties during hurricane season,
- The respect of the existing visual environment of the beach and its immediate neighborhood, thanks to low-rise structures,
- The respect of the existing infrastructures, never imagined, designed nor desired to become the "Sunny Isle" of Broward (water and sewer, roads, power and other utilities, requiring upgrades and higher cost to taxpayers, if the area is overcrowded, due to authorization granted to build high rise structures).

Allowing this project, in its "high rise" version, is actually opening Pandora's box : it is, in fact, an implicit acknowledgement to allow many other high rise buildings to be built all along Hillsboro Mile.

Related Group knew, since day 1, what were the constraints and merits of this location.
As experienced professionals, they cannot say they "did not know": it's their job and they have to take their responsibilities if they made a mistake when they acquired this piece of land.

Sincerely,

--
Best Regards,

Fabrice Marmousez
1199 Hillsboro Mile,
Hillsboro Beach, FL 33062
9545540661

Sherry D. Henderson

From: Joseph Tolento <jctolento67@gmail.com> on behalf of Joseph Tolento
Sent: Monday, May 1, 2023 5:09 PM
To: vandreano@townofhillsborobeach.com; dravanesi@townofhillsborobeach.com; bbaldasarre@townofhillsborobeach.com; jreiser@townofhillsborobeach.com; ikirdahy@townofhillsborobeach.com; shenderson@townofhillsborobeach.com
Cc: Joseph Tolento
Subject: Fwd: Fw: Fwd: Big News!! Judge's Decision on Variance

Greetings everyone--
I'm referencing the below email from Mr. Crusco--

"WHETHER YOU ATTEND OR NOT, IT WILL BE VERY IMPORTANT FOR YOU TO VOICE YOUR OPINION TO BE ON THE RECORD VIA AN EMAIL TO THE CITY COUNCIL MEMBERS AND CLERK. HERE ARE THEIR EMAILS."

I am writing to you today to acknowledge that I fully supported the decision of the last commission. The decision was a wise and prudent one to grant the variance. Just the thought of having 187 units built on the property is absolutely absurd.
How can you justify building 187 lower end units compare to building 90 high end units:? The more units the more traffic on the roads. The more units the more populated our beach becomes.
What about the tax revenue that would come with 90 units priced at over $4 million?

My advice for the new members of the commission---Please move forward and steadfast with the decision that was made by the previous commission. I for one DO NOT want the decision overturned.

Joseph and Carmela Tolento

Hello Neighbor we have very important news for you!

Please read the following updated statement with recent information regarding the height variance for lot 1174-1185 Hillsboro Mile.

Hi all,

Hope all of you are doing well. As many of you know, my neighbors and I filed a lawsuit last year in order to block the variance that was approved by our Town Commissioners last year. This week the judge ruled the city's approval of the height variance to be **unlawful,** and

therefore the variance is now **Quashed**. The basis for that judgement is the property presents no hardship to the developer as the property has plenty of area in which to build a beautiful development. In addition, the developer was aware of the protected area within the lot. Even the town's engineer acknowledged that there was sufficient area to build.

The lawsuit we filed started over a year ago when the residents to the tune of approximately 200 opposed the project at the Quasi-Judicial hearings. Two attorneys with profound experience on the matter (one being a city commissioner in Broward) presented the legal case against the variance. In spite of this, the Commissioners under the leadership of Ex-Mayor Deb Tarrant (none of which reside in the zoning area) unanimously approved the illegal variance. The case resulted in a lawsuit against the town Commissioners and developers. It is possible that Dezer Development & Related Group may pressure the current Commission to rezone the property. We must let our voices be heard in opposition of such a move. The reality is this is far from over. However, we are prepared to stand our ground. Unfortunately, our elected officials decided to ignore our voices and used taxpayer dollars to fight for a variance that the courts deemed unlawful. What a waste. And to think, we were willing to sit down with them early on and try to work things out without the courts. More to come…

To those of you who donated to our cause, thank you. United we stand.

There's a meeting at town hall on Tuesday, May 2nd at 9:00am. We urge all of you, if possible, to come to town hall and let your voices be heard. You can also join via Zoom. **WHETHER YOU ATTEND OR NOT, IT WILL BE VERY IMPORTANT FOR YOU TO VOICE YOUR OPINION TO BE ON THE RECORD VIA AN EMAIL TO THE CITY COUNCIL MEMBERS AND CLERK. HERE ARE THEIR EMAILS.**

vandreano@townofhillsborobeach.com;

dravanesi@townofhillsborobeach.com;

bbaldasarre@townofhillsborobeach.com;

jreiser@townofhillsborobeach.com;

ikirdahy@townofhillsborobeach.com;

shenderson@townofhillsborobeach.com;

THERE IS RUMOR THAT ONLY A SMALL NUMBER OF RESIDENTS OPPOSED THE VARIANCE AND YOU CAN HELP CHANGE THAT RUMOR.

Very important for you as a resident of Hillsboro Beach to be a part of helping to Save Hillsboro Beach.

Here's a link to Hillsboro Beach website for info on Zoom and agenda for upcoming meeting

https://www.townofhillsborobeach.com/CivicAlerts.aspx?AID=351

Here's the article from the NewPelican.

https://www.newpelican.com/articles/luxury-10-story-condo-development-in-question-after-judges-quash-height-variance/

Thanks,

Richard Crusco

Want to change how you receive these emails?
You can update your preferences or unsubscribe from this list.

Grow your business with mailchimp

Sherry D. Henderson

From: marmousezpat <marmousezpat@gmail.com> on behalf of marmousezpat
Sent: Monday, May 1, 2023 9:38 PM
To: shenderson@townofhillsborobeach.com
Subject: 1174 Hillsboro Mile

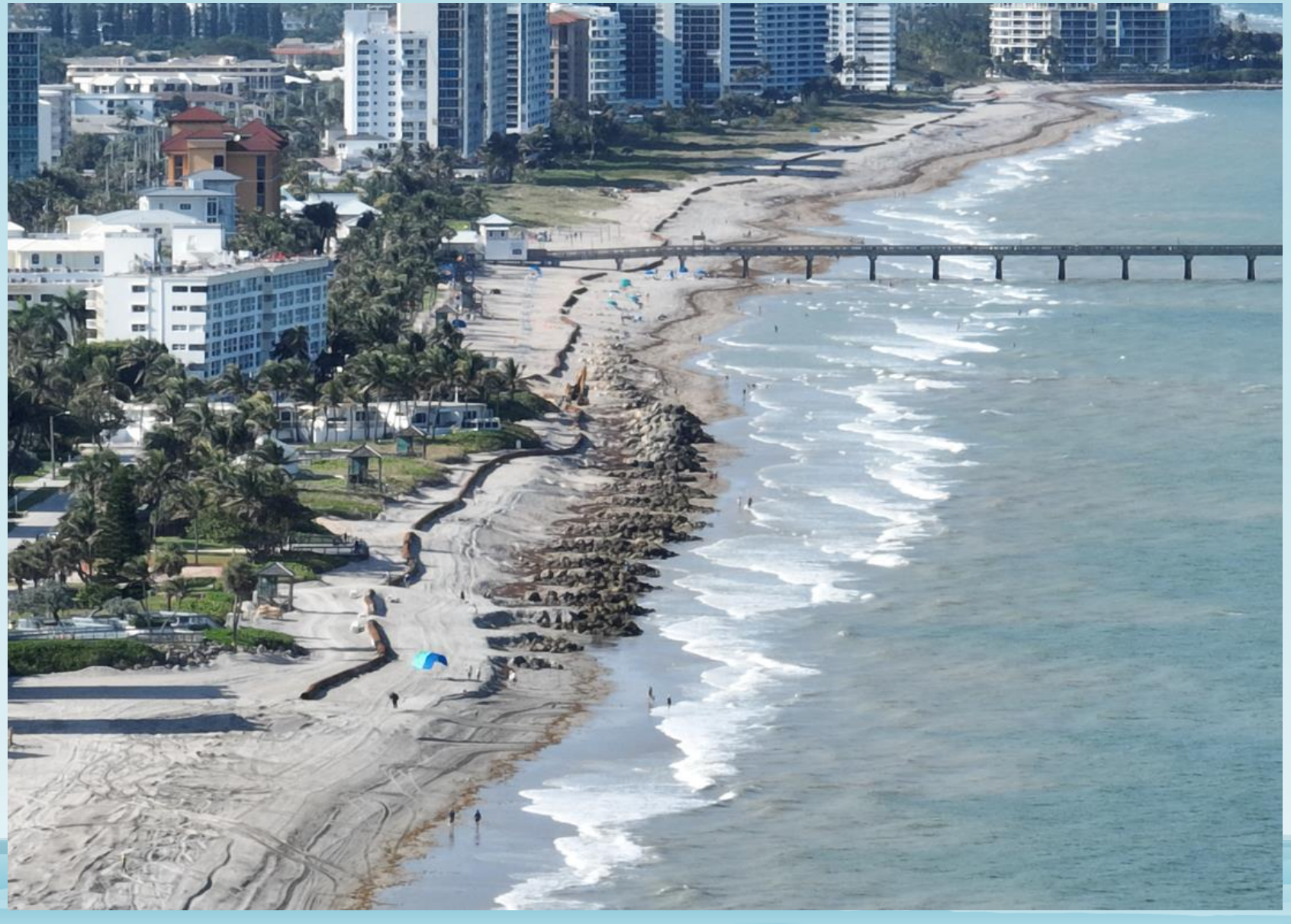
As an resident of Hillsboro Mile, I want that you know that I am opposed to the project that you voted on the 1174-1185. I am not alone
Patricia Marmousez
1189 Hillsboro Mile

Sent from my T-Mobile 4G LTE Device

Beach Nourishment 2023

BOCA RATON, DEERFIELD BEACH, HILLSBORO BEACH

Pipe Staging



Alaska Dredge

Covering the Groins

Covering the Groins (cont'd 2)

Covering the Groins (cont'd 3)

Covering the Groins (cont'd 4)

Sand Loss from Storms

Groins Recover (4/25/23)

Wide Beach at Public Access (1236 HM)

Construction Zone

Project Termination Point

Follow-Up Items

- Receive and Validate Sand Quantities for Final Invoice
- Contract for Post-Construction Hardbottom Monitoring
  - Permit requirement
  - DFB and TOHB annual cost: $46,526.30/each
- Service Loan
- Commence Talks with HID
- DFB to establish ECL per Settlement Agreement
- Continue Monitoring Beach and Collaborating

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: **Town Investment Report and Future Outlook**
Presented by John Mousseau, Cumberland Advisors
Submitting Dept: **Town Clerk, Sherry Henderson, Town Clerk**
Agenda Date: **June 6, 2023**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: None

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: **Small Business Administration Overview Federal Disaster Funding Available for Broward County**
Presented by Timothy Watson, Public Affairs Specialist, Small Business Administration

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

Agenda Date: **June 6, 2023**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:

1. News Release- SBA Offers Diaster Assistance
2. FL 17901 Fact Sheet
3. Mitigation Assistance (Flyer)
4. SBA Disaster Loans Available (Flyer)

U.S. Small Business Administration

NEWS RELEASE

Disaster Field Operations Center East

Release Date: May 1, 2023

Release Number: 23-398, FL 17901/17902

Contact: Michael Lampton (404) 331-0333
Michael.Lampton@sba.gov

Follow us on Twitter, Facebook, Blogs & Instagram

SBA Offers Disaster Assistance to Businesses and Residents of Florida Affected by Recent Severe Storms, Tornadoes and Flooding

WASHINGTON – Low-interest disaster loans from the U.S. Small Business Administration (SBA) are available to businesses and residents in **Florida** following the announcement of a Presidential disaster declaration due to damages from severe storms, tornadoes and flooding on April 12-14.

"SBA's mission-driven team stands ready to help **Florida** small businesses and residents impacted by this disaster in every way possible under President Biden's disaster declaration for certain affected areas," said SBA Administrator Isabella Casillas Guzman. "We're committed to providing federal disaster loans swiftly and efficiently, with a customer-centric approach to help businesses and communities recover and rebuild."

The disaster declaration covers Broward County in Florida, which is eligible for both Physical and Economic Injury Disaster Loans from the SBA. Small businesses and most private nonprofit organizations in the following adjacent counties are eligible to apply only for SBA Economic Injury Disaster Loans (EIDLs): Collier, Hendry, Miami-Dade and Palm Beach in **Florida**.

Businesses and private nonprofit organizations of any size may borrow up to $2 million to repair or replace disaster-damaged or destroyed real estate, machinery and equipment, inventory, and other business assets.

For small businesses, small agricultural cooperatives, small businesses engaged in aquaculture and most private nonprofit organizations, the SBA offers Economic Injury Disaster Loans (EIDLs) to help meet working capital needs caused by the disaster. Economic Injury Disaster Loan assistance is available regardless of whether the business suffered any physical property damage.

Disaster loans up to $200,000 are available to homeowners to repair or replace disaster-damaged or destroyed real estate. Homeowners and renters are eligible for up to $40,000 to repair or replace disaster-damaged or destroyed personal property.

Interest rates are as low as **4** percent for businesses, **2.375** percent for nonprofit organizations, and **2.375** percent for homeowners and renters, with terms up to 30 years. Loan amounts and terms are set by the SBA and are based on each applicant's financial condition.

Building back smarter and stronger can be an effective recovery tool for future disasters. Applicants may be eligible for a loan amount increase of up to 20 percent of their physical damages, as verified by the SBA, for mitigation purposes. Eligible mitigation improvements may include a safe room or storm

shelter, sump pump, elevation, retaining walls, and landscaping to help protect property and occupants from future damage caused by a similar disaster.

"The opportunity to include measures to help prevent future damage from occurring is a significant benefit of SBA's disaster loan program," said SBA Associate Administrator Francisco Sanchez, Jr. "I encourage everyone to consult their contractors and emergency management mitigation specialists for ideas and apply for an SBA disaster loan increase for funding."

Applicants may apply online using the Electronic Loan Application (ELA) via SBA's secure website at https://disasterloanassistance.sba.gov/ela/s/ and should apply under SBA declaration **# 17901.**

To be considered for all forms of disaster assistance, applicants should register online at DisasterAssistance.gov or download the FEMA mobile app. If online or mobile access is unavailable, applicants should call the FEMA toll-free helpline at 800-621-3362. Those who use 711-Relay or Video Relay Services should call 800-621-3362.

Disaster loan information and application forms can also be obtained by calling the SBA's Customer Service Center at 800-659-2955 (if you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services) or sending an email to DisasterCustomerService@sba.gov. Loan applications can also be downloaded from sba.gov/disaster. Completed applications should be mailed to: U.S. Small Business Administration, Processing and Disbursement Center, 14925 Kingsport Road, Fort Worth, TX 76155.

The filing deadline to return applications for physical property damage is **June 26, 2023**. The deadline to return economic injury applications is **Jan. 29, 2024**.

###

About the U.S. Small Business Administration

Recently, U.S. SBA Administrator Isabella Casillas Guzman announced a policy change granting 12 months of no payments and 0 percent interest. This pertains to all disaster loans approved in response to disasters declared on or after Sept. 21, 2022, through Sept. 30, 2023. This policy change will benefit disaster survivors and help them to decrease the overall cost of recovery by reducing the amount of accrued interest they must repay. Details are available through the SBA Disaster Assistance Customer Service Center at 800-659-2955. Individuals with verbal or hearing impairments may dial 7-1-1 to access telecommunications relay services from 8 a.m. to 8 p.m. ET, Monday to Friday, or email: DisasterCustomerService@sba.gov.

The U.S. Small Business Administration helps power the American dream of business ownership. As the only go-to resource and voice for small businesses backed by the strength of the federal government, the SBA empowers entrepreneurs and small business owners with the resources and support they need to start, grow or expand their businesses, or recover from a declared disaster. It delivers services through an extensive network of SBA field offices and partnerships with public and private organizations. To learn more, visit www.sba.gov.

U.S. Small Business Administration

U.S. SMALL BUSINESS ADMINISTRATION
FACT SHEET - DISASTER LOANS

FLORIDA Declaration 17901 & 17902
(Disaster: FL-00186)
Incident: SEVERE STORMS, TORNADOES, AND FLOODING

occurring: *April 12 – 14, 2023*

*in **Broward County**, **Florida**; and for economic injury only in the contiguous **Florida** counties of: **Collier, Hendry, Miami-Dade, and Palm Beach***

Application Filing Deadlines:
Physical Damage: *June 26, 2023* **Economic Injury: *January 29, 2024***

If you are located in a declared disaster area, you may be eligible for financial assistance from the U. S. Small Business Administration (SBA).

What Types of Disaster Loans are Available?

- Business Physical Disaster Loans – Loans to businesses to repair or replace disaster-damaged property owned by the business, including real estate, inventories, supplies, machinery and equipment. Businesses of any size are eligible. Private, non-profit organizations such as charities, churches, private universities, etc., are also eligible.
- Economic Injury Disaster Loans (EIDL) – Working capital loans to help small businesses, small agricultural cooperatives, small businesses engaged in aquaculture, and most private, non-profit organizations of all sizes meet their ordinary and necessary financial obligations that cannot be met as a direct result of the disaster. These loans are intended to assist through the disaster recovery period.
- Home Disaster Loans – Loans to homeowners or renters to repair or replace disaster-damaged real estate and personal property, including automobiles.

What are the Credit Requirements?

- Credit History – Applicants must have a credit history acceptable to SBA.
- Repayment – Applicants must show the ability to repay all loans.
- Collateral – Collateral is required for physical loss loans over $25,000 and all EIDL loans over $25,000. SBA takes real estate as collateral when it is available. SBA will not decline a loan for lack of collateral, but requires you to pledge what is available.

What are the Interest Rates?

By law, the interest rates depend on whether each applicant has Credit Available Elsewhere. An applicant does not have Credit Available Elsewhere when SBA determines the applicant does not have sufficient funds or other resources, or the ability to borrow from non-government sources, to provide for its own disaster recovery. An applicant, which SBA determines to have the ability to provide for his or her own recovery is deemed to have Credit Available Elsewhere. Interest rates are fixed for the term of the loan. The interest rates applicable for this disaster are:

Loan Types	No Credit Available Elsewhere	Credit Available Elsewhere
Home Loans	2.375%	4.750%
Business Loans	4.000%	8.000%
Non-Profit Organizations	2.375%	2.375%

Economic Injury Loans

Loan Types	No Credit Available Elsewhere	Credit Available Elsewhere
Businesses & Small Agricultural Cooperatives	4.000%	N/A
Non-Profit Organizations	2.375%	N/A

What are Loan Terms?

The law authorizes loan terms up to a maximum of 30 years. However, the law restricts businesses with credit available elsewhere to a maximum 7-year term. SBA sets the installment payment amount and corresponding maturity based upon each borrower's ability to repay.

What are the Loan Amount Limits?

- Business Loans – The law limits business loans to $2,000,000 for the repair or replacement of real estate, inventories, machinery, equipment and all other physical losses. Subject to this maximum, loan amounts cannot exceed the verified uninsured disaster loss.
- Economic Injury Disaster Loans (EIDL) – The law limits EIDLs to $2,000,000 for alleviating economic injury caused by the disaster. The actual amount of each loan is limited to the economic injury determined by SBA, less business interruption insurance and other recoveries up to the administrative lending limit. EIDL assistance is available only to entities and their owners who cannot provide for their own recovery from non-government sources, as determined by the U.S. Small Business Administration.
- Business Loan Ceiling – The $2,000,000 statutory limit for business loans applies to the combination of physical, economic injury, mitigation and refinancing, and applies to all disaster loans to a business and its affiliates for each disaster. If a business is a major source of employment, SBA has the authority to waive the $2,000,000 statutory limit.
- Home Loans – SBA regulations limit home loans to $200,000 for the repair or replacement of real estate and $40,000 to repair or replace personal property. Subject to these maximums, loan amounts cannot exceed the verified uninsured disaster loss.

What Restrictions are there on Loan Eligibility?

- Uninsured Losses – Only uninsured or otherwise uncompensated disaster losses are eligible. Any insurance proceeds which are required to be applied against outstanding mortgages are not available to fund disaster repairs and do not reduce loan eligibility. However, any insurance proceeds voluntarily applied to any outstanding mortgages do reduce loan eligibility.
- Ineligible Property – Secondary homes, personal pleasure boats, airplanes, recreational vehicles and similar property are not eligible, unless used for business purposes. Property such as antiques and collections are eligible only to the extent of their functional value. Amounts for landscaping, swimming pools, etc., are limited.
- Noncompliance – Applicants who have not complied with the terms of previous SBA loans may not be eligible. This includes borrowers who did not maintain flood and/or hazard insurance on previous SBA loans.

Note: Loan applicants should check with agencies / organizations administering any grant or other assistance program under this declaration to determine how an approval of SBA disaster loan might affect their eligibility.

Is There Help with Funding Mitigation Improvements?

If your loan application is approved, you may be eligible for additional funds to cover the cost of improvements that will protect your property against future damage. Examples of improvements include retaining walls, seawalls, sump pumps, etc. Mitigation loan money would be in addition to the amount of the approved loan, but may not exceed 20 percent of total amount of physical damage to real property, including leasehold improvements, and personal property as verified by SBA to a maximum of $200,000 for home loans. It is not necessary for the description of improvements and cost estimates to be submitted with the application. SBA approval of the mitigating measures will be required before any loan increase.

Is There Help Available for Refinancing?

- SBA can refinance all or part of prior mortgages that are evidenced by a recorded lien, when the applicant (1) does not have credit available elsewhere, (2) has suffered substantial uncompensated disaster damage (40 percent or more of the value of the property or 50% or more of the value of the structure), and (3) intends to repair the damage.
- Businesses – Business owners may be eligible for the refinancing of existing mortgages or liens on real estate, machinery and equipment, up to the amount of the loan for the repair or replacement of real estate, machinery, and equipment.
- Homes – Homeowners may be eligible for the refinancing of existing liens or mortgages on homes, up to the amount of the loan for real estate repair or replacement.

What if I Decide to Relocate?

You may use your SBA disaster loan to relocate. The amount of the relocation loan depends on whether you relocate voluntarily or involuntarily. If you are interested in relocation, an SBA representative can provide you with more details on your specific situation.

Are There Insurance Requirements for Loans?

To protect each borrower and the Agency, SBA may require you to obtain and maintain appropriate insurance. By law, borrowers whose damaged or collateral property is located in a special flood hazard area must purchase and maintain flood insurance. SBA requires that flood insurance coverage be the lesser of 1) the total of the disaster loan, 2) the insurable value of the property, or 3) the maximum insurance available.

Applicants may apply online, receive additional disaster assistance information and download applications at https://disasterloanassistance.sba.gov/ela. Applicants may also call SBA's Customer Service Center at (800) 659-2955 or email disastercustomerservice@sba.gov for more information on SBA disaster assistance. If you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services. Completed applications should be mailed to U.S. Small Business Administration, Processing and Disbursement Center, 14925 Kingsport Road, Fort Worth, TX 76155.

U.S. Small Business Administration

DISASTER ASSISTANCE
Businesses • Homeowners • Renters • Nonprofits

Mitigation Assistance for SBA disaster loan borrowers

Build Back Better and Stronger with SBA

Help protect your home or business against future disasters

Eligible SBA disaster loan borrowers may request additional funding for mitigation projects. SBA disaster loans can be increased up to 20% to make building upgrades that protect against future disasters.

Mitigation Projects to consider

Flood mitigation
- Seal a roof deck.
- Elevate structures.
- Add a sump pump.
- Landscape your property to improve water runoff and drainage.

Wind mitigation
- Strengthen structures.
- Brace or upgrade to wind-rated garage doors.
- Upgrade to pressure-rated windows.
- Install hurricane roof straps.
- Install a safe room or storm shelter.

*Check with local Emergency Management officials for more ideas

Three Ways to apply

- **Online** at DisasterLoanAssistance.sba.gov
- **In person** -Visit Disaster Recovery Center-(locater) or Business Recovery Center (call 800-659-2955 for location) to meet with SBA representative in person
- Apply by **mail** – call (800) 659-2955 to request a paper application

Questions? Call **(800) 659-2955** (dial 7-1-1 to access telecommunications relay services) or visit **sba.gov/disaster**

December 30, 2022

U.S. Small Business Administration

DISASTER ASSISTANCE
Businesses ▪ Homeowners ▪ Renters ▪ Nonprofits

SBA Disaster Loans Available for Homeowners & Renters in Broward County, Florida

What's needed to apply

- ❑ Contact information for all applicants
- ❑ Applicant cell phone (for verification)
- ❑ Social security numbers for all applicants
- ❑ Financial information (e.g., income, account balances, monthly expenses)
- ❑ Information about your deed or lease
- ❑ Insurance information, if available

How to apply

- ❑ Visit a Disaster Recovery Center-locater & meet with SBA in person to apply
- ❑ Online at DisasterLoanAssistance.sba.gov
- ❑ Apply by mail – call (800) 659-2955 to request a paper application

Benefits of an SBA Disaster Loan

- ❑ Fixed interest rate as low as 2.375% for Homeowners and Renters
- ❑ No payments for the first year, 0% interest accrued, terms up to 30 years
- ❑ No Insurance settlement needed to apply or receive assistance
- ❑ No collateral up to $25,000
- ❑ No cost to apply
- ❑ $200,000 maximum loan for Homeowners Physical Damage
- ❑ $40,000 maximum for contents to Homeowners & Renters
- ❑ Funds available to rebuild stronger (Mitigation)

Questions? Call **(800) 659-2955** (dial 7-1-1 to access telecommunications relay services) or visit **sba.gov/disaster**

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 Operational Conditions at Hillsboro Beach Resort Presented by Matthew Hege, Director, MHCP COLAB**

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

Agenda Date: **June 6, 2023**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:

1. Staff Memo - 1159 Hillsboro Mile- (6-6-2023 Mtg)
2. Development Application - 1159 HM (Land Use Plan Amendment)
3. Authorization Letter
4. Ltr. to Mac Serda (TOHB)
5. Development Order (1159 Hillsboro Mile)
6. 1159 HM - First Amended Development Order (9-13-2022)
7. 1159 HM - Second Amended Development Order (10-4-2022)
8. 1159 HM - Third Amended Development Order (11-1-2022)
9. Hillsboro Beach Resort- Hard Copy Signed Petitions
10. Hillsboro Beach Resort Petition (Responses) - Google Sheets

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

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

TO: Mayor Kirdahy and Town Commission
THROUGH: Mac Serda, Town Manager
FROM: Jim Hickey, Town Planner
DATE: June 6, 2023
SUBJECT: Request of Applicant to Amend Land Development Code and Conditional Use Approval for The Hillsboro Beach Resort at 1159 Hillsboro Mile

The applicant and owners of the Hillsboro Resort, BNH IV HM TRI, LLC and 1159 Hillsboro Mile LLC (Applicant), are requesting to:

1. Reconsider conditional use approval which was approved by the Town's Board of Zoning Appeals initially on July 6th 2021, with subsequent amendments approved on September 13, 2022, October 4, 2022, and November 1, 2022 to:
   a. Include the general public to utilize the restaurant and other uses within the resort as the existing approvals only allow hotel guests and Town residents;
   b. Remove requirement for membership and payment with a key card and not cash/credit;
   c. Allow for the preparation and sale of alcohol outside the building;
   d. Remove limitations on special events on the property to:
      i. Allow special events to occur anywhere (e.g. outdoor area, pool, beach)
      ii. Allow unlimited frequency of special events;
      iii. Remove the requirement to notify Town Hall in advance of special events; and
      iv. Not require the placement of off-duty police officers to maintain traffic flow on A1A;
   e. Amend site plan to allow for the grassed area east of the swimming pool to be used for special events; and
   f. Delete requirement to require the Applicant to have the conditional use approved on an annual basis.
2. Propose changes to the Town's Land Development Code (Code), specifically the requirements set forth in Section 12-110 to:
   a. Remove the prohibition of cash/check payments;
   b. Allow for the preparation of alcoholic drinks outside an enclosed building; and
   c. Amend the definition of a restaurant bar.

<u>Background</u>

As the conditional use was approved, and amended on three separate occasions, below is a summary of the conditions of approval for the original development order as well as the three amended development orders. Also included is a summary of the proposed requested amendments to the Town Code as well as the Development Orders.

Seven conditions of approval were set by the Town's Conditional Use Development Order on **July 6, 2021**, for the food and beverage service in the Restaurant and Bar space. The conditions read as follows:

(a) The hours of operation for food and beverage service shall be limited to 7:00am to 10:30pm daily.

(b) Any outdoor music associated with the resort and generated by the resort shall be limited to the times food and alcoholic [beverages] are served onsite. No amplified music shall be allowed in the outside areas of the resort.
(c) No food or drinks shall be prepared outside the resort building at any time.
(d) The Town Commission shall re-evaluate the conditions of approval and ensure compliance with all conditions of approval six (6) months subsequent to the issuance of the Certificated of Occupancy for the hotel and every twelve (12) months thereafter.
(e) Applicant shall work with the Town to establish trash pick-up schedule relative to the restaurant facility.
(f) For any hotel-sponsored event or any special event, the owner must contact the Town staff within three (3) working days of the event to determine if an off-duty officer is required.
(g) The internal space labeled "BOH/Office" on the construction plans approved by the Town for renovation of the hotel shall be used for only office space. The use of the "BOH/Office" space for any other purpose is prohibited unless a new application for a conditional use is filed and subsequently approved by the Town Commission

At the **September 13, 2022** (First Amended Development Order) meeting of the Town Commission, the following addition to the conditions of approval were made by the Commission via the First Amended Development Order:

(a) The hours of operation for food and beverage service shall be limited to 7:00am to 10:30pm daily.
(b) Any outdoor music associated with the resort and generated by the resort shall be limited to the times food and alcoholic [beverages] are served onsite. No amplified music shall be allowed in the outside areas of the resort.
(c) No food or drinks shall be prepared outside the resort building at any time.
(d) The Town Commission shall re-evaluate the conditions of approval and ensure compliance with all conditions of approval six (6) months subsequent to the issuance of the Certificated of Occupancy for the hotel and every twelve (12) months thereafter.
(e) Applicant shall work with the Town to establish trash pick-up relative to the restaurant facility.
(f) For any hotel-sponsored event or any special event, the owner must contact the Town staff within three (3) working days of the event to determine if an off-duty officer is required.
(g) The internal space labeled "BOH/Office" on the construction plans approved by the Town for renovation of the hotel shall be used for only office space. The use of the "BOH/Office" space for any other purpose is prohibited unless a new application for a conditional use is filed and subsequently approved by the Town Commission

FIRST AMENDED D.O. > <u>Effective October 1, 2022, in addition to being open for hotel guests, the Restaurant and Bar shall be opened to Hillsboro Beach residents and their guests. The Hillsboro Beach resident use of the Restaurant and Bar shall be approved for one year and extension of the use by Hillsboro Beach residents shall be reviewed by the Town Commission at its first meeting in September, 2023. Proof of residency will be required in the form of a Florida driver's license, voter's registration, or utility bill. Residents will be issued a membership card by the Property Owner.</u>

At the **October 4, 2022** (Second Amended Development Order) meeting of the Town Commission, the following addition to the conditions of approval were made by the Commission via the Second Amended Development Order:

(a) The hours of operation for food and beverage service <u>at the Restaurant and Bar</u> shall be limited to 7:00am to 10:30pm daily.

(b) Any outdoor music associated with the resort and generated by the resort shall be limited to the times food and alcoholic [beverages] are served onsite. No amplified music shall be allowed in the outside areas of the resort.
(c) No food or drinks shall be prepared outside the resort building at any time.
(d) The Town Commission shall re-evaluate the conditions of approval and ensure compliance with all conditions of approval six (6) months subsequent to the issuance of the Certificated of Occupancy for the hotel and every twelve (12) months thereafter.
(e) Applicant shall work with the Town to establish trash pick-up relative to the restaurant facility.
(f) For any hotel-sponsored event or any special event, the owner must contact the Town staff within three (3) working days of the event to determine if an off-duty officer is required.
~~(g) The internal space labeled "BOH/Office" on the construction plans approved by the Town for renovation of the hotel shall be used for only office space. The use of the "BOH/Office" space for any other purpose is prohibited unless a new application for a conditional use is filed and subsequently approved by the Town Commission~~

FIRST AMENDED D.O. > Effective October 1, 2022, in addition to being open for hotel guests, the Restaurant and Bar shall be opened to Hillsboro Beach residents and their guests. The Hillsboro Beach resident use of the Restaurant and Bar shall be approved for one year and extension of the use by Hillsboro Beach residents shall be reviewed by the Town Commission at its first meeting in September, 2023. Proof of residency will be required in the form of a Florida driver's license, voter's registration, or utility bill. ~~Residents will be issued a membership card by the Property Owner.~~ All Residents shall be required to make reservations in advance of any dining experience at the Restaurant and Bar. Prior to any use of the Hotel Restaurant and Bar, residents shall be issued a membership card by the Property Owner.

SECOND AMENDED D.O. > The internal space labeled "BOH/Office" shall be available but limited to only hotel sponsored events. The hotel sponsored events shall be limited solely to hotel guests and held only between the hours of 8am – 10pm Sunday through Thursday, and 8am – 12am Friday through Sunday.

At the **November 1, 2022** (Third Amended Development Order) meeting of the Town Commission, the following addition to the conditions of approval were made by the Commission via the Second Amended Development Order:

(a) The hours of operation for food and beverage service at the Restaurant and Bar shall be limited to 7:00am to 10:30pm daily.
(b) Any outdoor music associated with the resort and generated by the resort shall be limited to the times food and alcoholic [beverages] are served onsite. No amplified music shall be allowed in the outside areas of the resort.
(c) No food or drinks shall be prepared outside the resort building at any time.
(d) The Town Commission shall re-evaluate the conditions of approval and ensure compliance with all conditions of approval six (6) months subsequent to the issuance of the Certificated of Occupancy for the hotel and every twelve (12) months thereafter.
(e) Applicant shall work with the Town to establish trash pick-up relative to the restaurant facility.
(f) For any hotel-sponsored event or any special event, the owner must contact the Town staff within three (3) working days of the event to determine if an off-duty officer is required.

FIRST AMENDED D.O. > Effective October 1, 2022, in addition to being open for hotel guests, the Restaurant and Bar shall be opened to Hillsboro Beach residents and their guests. The Hillsboro Beach resident use of the Restaurant and Bar shall be approved for one year and extension of the use by Hillsboro Beach residents shall be reviewed by the Town Commission at its first meeting in September, 2023. Proof of residency will be required in the form of a Florida driver's license, voter's registration, or utility bill. All Residents shall be required to make reservations in advance of any dining experience at the Restaurant and Bar. Prior to any use of the Hotel Restaurant and Bar, residents shall be issued a membership card by the Property Owner.

SECOND AMENDED D.O. > The internal space labeled "BOH/Office" shall be available but limited to only hotel sponsored events. The hotel sponsored events shall be limited solely to hotel guests and held only between the hours of 8am – 10pm Sunday through Thursday, and 8am – 12am Friday through Sunday.

THIRD AMENDED D.O. > November 1, 2022

For a period of one (1) year from the date of this Development Order, the Resort may conduct a maximum of twenty-four (24) Special Events per year. For the months of November and December 2022, the Resort shall be allowed a maximum of four (4) Special Events. The Special Events subject to this frequency limitation shall not included Special Events which are business or non-social events (corporate retreats and the like) involve no live or amplified music and are scheduled between the hours of 8am and 4pm.

During all Special Events, the Resort shall hire two (2) off-duty police officers to monitor and if necessary, control, vehicular access at the Resort driveway to mitigate queuing on A1A at the Resort driveway and patrol the building and premises. The Special Events subject to the requirement for off-duty police officers shall not include Special Events which are business or non-social events, between the hours of 8am and 4pm.

The maximum number of attendees ant any Special Event at the Resort shall not exceed 65 attendees.

All Special Events will be conducted within the Special Event Space identified on the second floor of the Resort Site Plan submitted with the May 12, 2022 application for amendment to conditional use.

Special Events may only be conducted during the following times: 8am-10pm Sunday – Thursday and 8am-12am Friday and Saturday.

The Town Manager will be advised of an upcoming Special Event at least 7 calendar days before the scheduled Special Event and may send the Town Fire Marshal and may send a Town Code Enforcement Officer or other Town Officials to perform a site visit during any Special Event and confirm compliance with the conditions of this Conditional Use for Special Events by completing the attached Special Event Checklist and submitting to the Town Manager and the Resort within 3 business days subsequent to any Special Event which the Code Enforcement Office or other Town Official attends. The Special Events subject to the requirement for attendance by a Town Code Enforcement Officer shall not include Special Events which are business or non-social events, involve no live or amplified music and are scheduled between the hours of 8am and 4pm. The costs incurred by the Town for the Town Code Enforcement Officer or the Town official attending any

Special Event will be paid by the Resort. In the event a completed and submitted Special Event Checklist reveals failure to comply with these conditions at two (2) Special Events in a calendar year, the Town Manager will place an item on the Town Commission agenda for the Town Commission to consider whether to temporarily or permanently revoke the Conditional Use approval for Special Events or impose additional conditions to address the incidence of non-compliance; the record title owner of the Resort will be provided a minimum of fifteen (15) calendar days' notice prior to the date of any such Town Commission hearing. In the event the Town Commission passes a resolution terminating the Conditional Use approval for Special Events, any Special Events already scheduled to occur during the upcoming eighteen months (18) will be permitted to occur as scheduled. A list of Special Events previously scheduled shall be provided no later than three (3) calendar days subsequent to the date of termination. However, no new Special Events shall be scheduled subsequent to the date of termination. After the first infraction of any condition, a warning will be issued to the record title owner of the Resort.

The Town Commission shall re-evaluate the conditions of approval of this Conditional Use for Special Events at its regularly scheduled meeting during the month of December 2023, and annually thereafter.

The nature of the Special Event shall be identified on the Code Officer's or Town official's checklist.

Any Special Event held at the Resort shall not allow for a cash bar.

Applicant's Current Request

The Applicant submitted an application on **May 5, 2023** to amend the text of the Town's Land Development Code and Conditional Use Approval including the original Development Order along with the First, Second and Third Amended Development Order.

Request to Amend Section 12-110 of the Town Code

The Applicant is requesting an amendment to the Town Code specifically related to the conditional use regulations set forth in Section 12-110. The proposed changes remove two conditional use criteria which would:

1. Allow for food and beverages to be prepared outdoors and not attached to an enclosed kitchen; and
2. Remove the current restriction of allowing for the use of cash and credit card payment for use of the restaurant, bar, or event space.

The proposed code changes would also amend the definitions of Restaurant and Restaurant Bar which would:

1. Allow for the Resort to serve food to any guest, not just guests staying at the hotel or attending a special event;
2. Remove restriction that a restaurant bar must be connected to the dining room; and
3. Allow for the sale of wine, beers and liquors outright and allow the sale without it being incidental to serving food.

The language drafted by the Applicant is provided below. As previously stated, it is the Town Commission that sets policy direction and therefore, Town staff would need to obtain a decision

by the Town Commission to amend the Town Code. It should be noted that these changes would impact any conditional use requested in the Town in the future, not just impact this one property owner.

Sec. 12-110 – Conditional Uses

…

(C) Review Criteria

…

(4) An application for a conditional use must also meet all of the following criteria, where appropriate:

…

(a) Conformance with comprehensive plan.
(b) Harmony with adjacent uses (existing or zoned).
(c) Facility levels of service maintained.
(d) Use not hazardous to nearby housing, particularly traffic; see (B) above.
(e) The architectural and site design are compatible with the character of the surrounding area.
~~(f) All food and beverages served to patrons of a hotel shall be prepared in an enclosed kitchen and/or bar.~~
~~(g) Cash and credit card payments shall not be accepted. All payment shall be made utilizing a payment system of key cards or charges to a hotel room or a motel room.~~

(1) Definitions. The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning and shall be approved only as a condition use:

Restaurant shall mean any establishment where facilities are provided for preparing and serving food ~~to guests at a hotel or motel~~. At least 51 percent of total gross revenues must be derived from retail sale on the licensed premises of food and non-alcoholic beverages. Proceeds of catering sales and special event sales shall not be included in the calculation of total gross revenues. Catering sales and special event sales include food or non-alcoholic beverage sales prepared by the licensee on the licensed premises for service by the licensee outside the licensed premises or on the licensed premises. The tables must be of adequate size to accommodate the service of full course meals in accordance with the number of chairs or other seating facilities provided at the table. Sale of alcoholic beverages for off-premise consumption is not permitted. In no instance shall a seating area in a restaurant contain more than 1,000 SF.

Restaurant bar means a bar operated in connection with a restaurant and/or hotel and by the same management, where the principal business is the serving of meals and where meals are actually and regularly served, having accommodations for service of not more than 50 or more patrons at tables, such space being provided and equipped with adequate and sanitary kitchen and dining room equipment. ~~The restaurant bar must be directly connected with such dining room. The sale of beers, wines, and liquors shall be strictly incidental to the serving of food~~. No sign of any kind or character shall be displayed on the restaurant or restaurant bar to the outside, denoting that alcoholic beverages are sold therein.

Request to Amend Conditions of Approval of Initial Development Order and the First, Second, and Third Amended Development Order

The request also includes an application to amend the Conditional Use approval (Fourth Amended Development Order) which if approved, would amend substantial portions of the original conditions of approval. The summary of these changes include:

1. Allow drinks to be served outside with the establishment of a bar area;
2. Remove all annual re-reviews of the conditional use approval by the Zoning Board of Appeals;
3. Delete condition regarding coordination of trash pick-up;
4. Amend requirements regarding the Special Event space, including:
   a. Allow all types of special events with no restriction on the number of events per month/year;
   b. Remove oversight by off-duty police officer and/or Town staff;
   c. Allow for special events outside of the Special Event space; (including adding landscape area on the southeast portion of the site);
   d. Delete requirement to notify the Town Manager of Special Event to Town Manager;
   e. Remove process for incidents of non-compliance; and
   f. Removal of review of conditional use approval of Special Events;
   g. Allow cash bar at Special Events;
5. Allow use the of restaurant, bar and hotel space to all patrons and not restrict use to hotel guests or residents of the Town;

In order to amend the conditions of approval, the applicant is requesting to amend the following conditions Currently in effect: [*Draft of Amended and Restated Conditions of Approval are shown below in strikethrough and underline format based on the conditional use approval and the three amended conditions of approval.*]

(a) The hours of operation for food and beverage service at the Restaurant and Bar shall be limited to 7:00am to 10:30pm daily.

(b) Any outdoor music associated with the resort and generated by the resort shall be limited to the ~~times food and alcoholic [beverages] are served onsite.~~ hours of operation for food and beverage service. No amplified music shall be allowed in the outside areas of the resort.

~~(c) No food or drinks shall be prepared outside the resort building at any time.~~

~~(d) The Town Commission shall re-evaluate the conditions of approval and ensure compliance with all conditions of approval six (6) months subsequent to the issuance of the Certificated of Occupancy for the hotel and every twelve (12) months thereafter.~~

~~(e) Applicant shall work with the Town to establish trash pick-up relative to the restaurant facility.~~

FIRST AMENDED D.O. > Effective October 1, 2022, ~~in addition to being open for hotel guests, the Restaurant and Bar shall be opened to Hillsboro Beach residents and their guests. The Hillsboro Beach resident use of the Restaurant and Bar shall be approved for one year and extension of the use by Hillsboro Beach residents shall be reviewed by the Town Commission at its first meeting in September, 2023. Proof of residency will be required in the form of a Florida driver's license, voter's registration, or utility bill. All Residents shall be required to make reservations in advance of any dining experience at the Restaurant and Bar. Prior to any use of the Hotel Restaurant and Bar, residents shall be issued a membership card by the Property Owner.~~

SECOND AMENDED D.O. > ~~The internal space labeled "BOH/Office" shall be available to special events.~~

~~1. For a period of one (1) year from the date of this Development Order, the Resort may conduct a maximum of twenty-four (24) Special Events per year. The Special Events~~

~~subject to this frequency limitation shall not include Special Events which are business or non-social events (birthday parties, corporate retreats and the like) involve no live or amplified music or are scheduled between the hours of 8am and 8pm.~~

2. ~~During Special Events, the Resort will hire two (2) off-duty police officers to monitor and if necessary, control, vehicular access at the Resort driveway to mitigate queuing on A1A at the Resort driveway and patrol the building and premises. The Special Events subject to the requirement for off-duty police officers shall not include Special Events which are business or non-social events, involve no live or amplified music or are scheduled between the hours of 8am and 8pm.~~
3. The maximum number of attendees at any Special Event at the Resort shall not exceed 65 attendees.
4. ~~All Special Events will be conducted within the Special Event Space identified on the second floor of the Resort Site Plan submitted with the May 12, 2022 application for amendment to conditional use.~~
5. Special Events may only be conducted during the following times: 8am-10pm Sunday-Thursday and 8am-12am Friday-Saturday.
6. ~~The Town Manager will be advised of an upcoming Special Event at least 7 calendar days before the scheduled Special Event and may send the Town Fire Marshal and will send a Town Code Enforcement Officer to perform a site visit during any Special Event and confirm compliance with the conditions of this Conditional Use for Special Events by completing the attached Special Event Checklist and submitting it to the Town Manager and the Resort within 3 business days of any Special Event which the Code Enforcement Officer attends. The Special Events subject to the requirement for attendance by a Town Code Enforcement Officer shall not include Special Events which are business or non-social events, involve no live or amplified music or are scheduled between the hours of 8am and 8pm. The costs incurred by the Town for the Town Code Enforcement Officer attending any Special Event will be paid by the Resort.~~
7. ~~In the event a completed and submitted Special Event Checklist reveals failure to comply with these conditions at three (3) Special Events in a calendar year, the Town Manager will place an item on the Town Commission agenda for the Town Commission to consider whether to temporarily or permanently revoke the Conditional Use approval for Special Events or impose additional conditions to address the incidence of non-compliance; the record title owner of the Resort will be provided a minimum of 60 days notice prior to the date of any such Town Commission hearing. In the event the Town Commission passes a resolution terminating the Conditional Use approval for Special Events, any Special Events already scheduled to occur during the upcoming eighteen months (18) will be permitted to occur as scheduled.~~
8. ~~The Town Commission shall re-evaluate the conditions of approval of this Conditional Use for Special Events at its regularly scheduled meeting during the month of December 2023, and commencing in December 2025, this re-evaluation will occur every two (2) years. In the event the Special Event Audits submitted during the prior reporting period evidence no incidences of non-compliance with the conditions of approval for Special Events, the Special Event use will be automatically extended for another two (2) year period.~~

<u>Analysis of Applications</u>

The request to amend the text of the Town Code and changes to the amended conditions of approval are being requested by the Applicant to allow the full use of the Resort and its facilities not only for those who are staying at the Resort and Town residents, but also to the general public. In addition, they are looking to provide an outdoor bar to better serve outdoor guests and visitors to the hotel. The request also includes removing most of the requirements for the event space and includes utilizing all of the Resort outdoor areas for food, liquor and special events.

When the applicants originally submitted their conditional use application, it was stated the applicant did not want to serve alcohol or have Special Events outside the building. As there were concerns by Town Staff and residents regarding outdoor uses and compatibility with adjacent residential uses, the Town Commission, acting in their capacity as the Zoning Board of Appeals, adopted language within the Code to limit the scope and scale of outdoor uses and the use of the Resort to those who were not guests of the hotel. These regulations/conditions were adopted and approved to ensure compatibility with adjacent residential uses and to maintain the small- town character and feel of the Town of Hillsboro Beach. As the Resort is surrounded by higher density residential, it is important to ensure the impact on residents' concerns as well as the applicant's requests to utilize the Resort property are reviewed together to provide maximum compatibility between these differing uses.

Discussion Items and Policy Direction:
Town staff and Town Planner are seeking policy direction from the Town Commission regarding whether to amend the Code and draft a proposed ordinance regarding this request from the applicant. If the Town Commission provides direction, the Town staff will work with the Town Attorney and planner to draft an ordinance amending the Code. As this process will require a few steps, below is a summary of a proposed process if the Commission provides direction:

Meeting Date	**Action**	**Approval by**
June 6, 2023	Provide policy direction to Town staff to prepare ordinance	Town Commission
July 11, 2023	Hold first reading of ordinance with proposed changes	Town Commission
September 5, 2023	Approval of ordinance by Local Planning Agency	Zoning Board of Appeals
September 5, 2023	Public hearing and second reading of Ordinance (adoption)	Town Commission
September 5, 2023* or October 3, 2023	Consideration of application to amend Conditions of Approval for the Hillsboro Resort	Zoning Board of Appeals

*To consider this item on the September meeting, the Town Commission would need to meet as the ZBA to consider the Ordinance, recess and have the public hearing for Town Commission, and then reopen the ZBA meeting to consider the amendment of the conditions of approval.

Staff Recommendation

Staff is seeking policy direction whether to draft an amendment to the Land Development Code with respect to conditional uses within the Town.

Attachments:
1. Applicant's submittals
    a. Development application for proposed fourth amendment to Conditional Use

   b. Letter from David J. Coviello to Mr. Serda regarding fourth amendment to Conditional Use and text amendment requests.
2. Town approvals
   a. Original Development Order [July 6, 2021]
   b. First Amended D.O. [September 13, 2022]
   c. Second Amended D.O. [October 4, 2022]
   d. Third Amended D.O. [November 1, 2022]

Town Clerk
RECEIVED
MAY 11 2023

TOWN OF HILLSBORO BEACH
1210 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
PHONE (954) 427-4011 • FAX (954) 427-4834
www.townofhillsborobeach.com

DEVELOPMENT APPLICATION

Submittal Date: May 8, 2023

Zoning Board Meeting Date: _____

Property Control # 4843-08-00-0290; 4843-08-00-0010

Town Commission Meeting Date: June 6, 2023

PROPERTY OWNER(S)		AUTHORIZED AGENT	
NAME: BNH IV HM TRI LLC and 1159 Hillsboro Mile LLC		NAME: David J. Coviello, Esq.	
ADDRESS: 819 NE 2nd Avenue, Suite 500 Fort Lauderdale, FL 33304		ADDRESS: Shutts & Bowen, LLP 200 South Biscayne Blvd., Suite 4100, Miami, FL 33131	
PHONE: 954-416-3140	CELL: 917-751-2688	PHONE: 305-415-9437	CELL: 786-385-8953
E-MAIL daniel@bh3llc.com	FAX:	E-MAIL dcoviello@shutts.com	FAX: (305) 415-9837

APPLICANT'S CERTIFICATION

(I) David J. Coviello (owner), (architect) or (authorized agent) affirm and certify that I understand and will comply will all provisions and regulations of the Town of Hillsboro Beach Florida. I certify that all drawings and specifications for buildings or structures costing $5,000 or over for commercial buildings or $10,000 for residential building must be drawn or verified by a state registered architect or engineer and his seal of office imprinted thereon. Additionally, I certify that the drawings that the drawings and specifications show full compliance and do fully comply with the Zoning Code. I understand that if any drawings or specifications are not in full compliance, the application will be rejected. If approved by the Town, the aforementioned real property described herein will be considered, in every respect, to be a part of the Town of Hillsboro Beach and will be subjected to all applicable laws, regulations, taxes and police powers of the Town including the Comprehensive Plan and Zoning Code. I further certify that all statements and diagrams submitted herewith are true and accurate to the best of my knowledge and belief. Further, I understand that this Application and attachments become part of the Official Records of the Town of Hillsboro Beach, Florida, and are not returnable.

Signature

DAVID J. COVIELLO
Print Name

STATE OF FLORIDA, COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on this 4 day of May 20 23, by David J. Coviello as Authorized Agent for BNH IV HM TRI LLC and 1159 Hillsboro Mile LLC

Personally know ✓ or has produced identification _____. Type of Identification _____

Notary Signature

Susan C. Macet
Print Notary Name

SUSAN C. MACET
MY COMMISSION # GG 928116
EXPIRES: February 11, 2024
Bonded Thru Notary Public Underwriters

CHECK BELOW WHERE APPLICABLE

	FINAL PLAT - $1,000.00		REZONING - $3,500.00
	LAND USE PLAN AMENDMENT - $3,500.00		SITE PLAN REVIEW - $2,000.00
	PRELIMINARY PLAT - $1,000.00		VARIANCE – $1,050.00

Hillsboro Beach Town Code Sec. 12.1.3d provides for the collection of service charges or fees, consultant review fees, etc. for the administrative processing and review of applications for development permits submitted to the Town for review and approval. The owner, architect or other authorized agents are urged to attend the Zoning Board of Appeals and Town Commission meetings. Each applicant must familiarize himself with the criteria and procedures. **If all required information is not presented with this application by the submittal date, the project will not be placed on the agenda for review and consideration.** PLEASE NOTE: THE FEES LISTED ABOVE ARE **ADMINISTRATIVE FEES ONLY**. YOU WILL BE BILLED BY THE TOWN OF HILLSBORO BEACH FOR ANY AND ALL ADDITIONAL EXPENSES WHICH WILL BE INCURRED BY THE TOWN THROUGH THE SERVICES OF THE TOWN ENGINEER/PLANNER, LEGAL ADVERTISING, REBUTTALS, CONSULTATION AS WELL AS POSTAGE FOR MAILINGS AND COURIER SERVICES RELATED TO YOUR PROJECT.

Items Required for Submittal: Must be submitted **30 days prior** to the Town Commission Meeting date.

1. This application and all applicable fees
2. Narrative letter describing the request
3. Letters from each adjoining property owners (with approvals, if possible) – Variance Application only
4. Approval letter from the Association and minutes (when applicable)
5. Agent's authorization letter (when applicable)
6. 1 electronic copy and 2 signed and sealed – Plans are to be standard architectural size
7. 1 set of plans for the City of Deerfield Fire Inspector / Plans Examiner (when applicable)

Code References: (All sections are available for viewing and printing n the website)

- Chapter 12 – Division 1. General Provisions
- Chapter 12 – Division 2. Development Review Requirements
- Chapter 12 – Division 3. Platting and Subdivision Regulations
- Chapter 12 – Division 4. Site Plan Procedures & Requirements
- Chapter 12 – Division 5. Zoning

GENERAL DATA

Project Location: 1159 Hillsboro Mile District: _____

Proposed Zoning: RM-30 (no change)

Existing Comprehensive Plan Designation: Residential

Proposed Comprehensive Plan Designation: Residential (no change)

Existing Land Use: Hotel

Proposed Land Use: Hotel (no change)

Total Site Area: 46,993 Sq. Ft. 1.08 Acres

Flood Zone Category: X/VE

Is site currently serviced by public water? Yes ☑ No ☐

Is site currently serviced by public sewer? Yes ☑ No ☐

Describe briefly the nature of any improvements presently located on the subject property.

72 hotel units and ancillary hotel uses

Describe the type of operation or business proposed; or the proposed construction.

Modify operational conditions in Conditional Use Approval and corresponding amendments to the Town Code.

Estimated construction cost: N/A

Describe in detail the phasing of the proposed development.

N/A

State the reasons or basis for the Approval request, and explain why this request is consistent with good planning and zoning practice, will not be contrary to the Town's Comprehensive Plan, and will not be detrimental to the promotion of public appearance, comfort, convenience, general welfare, good order, health, morals, prosperity, and safety of the Town. Additionally, all standards set forth in the Town Code of Ordinances must be addressed. (Attach a separate Justification Statement if insufficient space.)

See attached Letter of Intent.

Has any previous Application been filed within the last year in connection with the subject property?

Yes ☑ No ☐ If yes, briefly describe the nature of the Application.

Multiple amendments to the Conditional Use Approval were approved to permit a restaurant with alcoholic beverage service (7/6/21; 9/13/22; 10/4/22 and 11/1/22).

Has a site plan been previously approved by the Town Commission for this property?

Yes ☑ No ☐ If yes, please note date of previous approval. Building permit no. 1914236-0 for renovation of the existing hotel issued 12/4/2019 and July 8, 2019.

(A) Every general contractor or other person being issued a building permit, shall deposit with the Town Clerk a bond in the amount of $500 per each $100,000 with a minimum of $1,000 for any complete new building or an addition to existing building. The bond shall be in the form of a cashier's check.

(B) By the deposit of the funds the contractor authorizes the Town of Hillsboro Beach, through its proper officials, to expend all or any portion of the bond to effect cleanup, during and after construction, if not satisfactorily performed by the contractor or person. Subsequent to the satisfactory cleanup of the vicinity of the construction, unused funds in whole or in part will be refunded to the contractor or person.

(C) (1) It shall be the duty of the general contractor or other person receiving the permit to see that the premises and adjoining public areas shall be policed at all times during and after construction to prevent debris from being discarded on adjoining properties.

(2) The DRO or the DRO's designate shall certify in writing to the Town Commission his or her determination and recommendation. The building plans and specifications shall be approved by the Town Commission prior to the issuance of a building permit. (1976 Code, CH. 12, Div. 5, Art. XV § 9)

RECEIVED
MAY 1 1 2023

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH HEAT SENSITIVE INK HAND ICON AND MICROPRINTED BORDER

1159 HM Manager, LLC
21500 Biscayne Blvd., Suite 302
Aventura, FL 33180

TD BANK, N.A.
63-1482/670

435

DATE 5/10/2023

PAY TO THE ORDER OF Town Of Hillsboro Beach $ **3,500.00

Three Thousand Five Hundred and 00/100********** DOLLARS

1210 Hillsboro Mile
Hillsboro Beach, FL 33062
United States

MEMO

Rezoning Application Fee - Hillsboro Beach Resort

[redacted]

DETAILS ON BACK
SECURITY FEATURES INCLUDED

Town Of Hillsboro Beach 5/10/2023

BNH IV HILLSBORO LLC
1159 HM LLC
819 NE 2 Avenue, Suite 500
Fort Lauderdale, FL 33304

May 4, 2023

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

RE: Hillsboro Beach Resort (the "Property")

Dear Mr. Serda:

Please accept this correspondence as our authorization on behalf of BNH IV HM TRI LLC and 1159 Hillsboro Mile LLC for our agent, David J. Coviello and Shutts & Bowen LLP, to represent our interests as it relates to the enclosed application to modify the Conditional Use Approval for the Property and certain corresponding amendments to the Town Code governing Conditional Uses. Mr. Coviello's information is as follows:

David J. Coviello, Esq.
Shutts & Bowen LLP
200 South Biscayne Boulevard, Suite 4100
Miami, FL 33131
Direct: 305-415-9437
Email: dcoviello@shutts.com

Should you have any questions, please do not hesitate to contact our office.

Sincerely,

Daniel Lebensohn (May 4, 2023 17:30 EDT)

Daniel Lebensohn
Managing Principal

26230227_1_(MIADOCS)_1159 Hillsboro - Authorize Agent Letter (002)

Final Audit Report 2023-05-04

Created:	2023-05-04
By:	Amanda Scott (dfiske@bh3llc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI-LP-dg1NsXkv1MoNPx925OfUdBktcyC

"26230227_1_(MIADOCS)_1159 Hillsboro - Authorize Agent Letter (002)" History

Document created by Amanda Scott (dfiske@bh3llc.com)
2023-05-04 - 8:21:02 PM GMT

Document emailed to daniel@bh3llc.com for signature
2023-05-04 - 8:22:04 PM GMT

Email viewed by daniel@bh3llc.com
2023-05-04 - 9:29:12 PM GMT

Signer daniel@bh3llc.com entered name at signing as Daniel Lebensohn
2023-05-04 - 9:30:40 PM GMT

Document e-signed by Daniel Lebensohn (daniel@bh3llc.com)
Signature Date: 2023-05-04 - 9:30:42 PM GMT - Time Source: server

Agreement completed.
2023-05-04 - 9:30:42 PM GMT

Adobe Acrobat Sign

DAVID J. COVIELLO
PARTNER
Shutts & Bowen LLP
200 South Biscayne Boulevard
Suite 4100
Miami, FL 33131
DIRECT (305) 415-9437
EMAIL DCoviello@shutts.com

May 5, 2023

VIA FEDEX

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

RE: 1159 Hillsboro Mile – The Hillsboro Beach Resort (the "Resort")

Dear Mr. Serda:

This firm represents BNH IV HM TRI LLC and 1159 Hillsboro Mile LLC (collectively, the "Owner"), the owners and operators of the Resort. Consistent with our recent conversation, we are pleased to submit the enclosed Development Application (the "Application") proposing certain amendments to the existing Conditional Use Approval governing the restaurant and alcoholic beverage service at the Resort, as well as to corresponding provisions of the Land Development Code (the "Code"), all of which are described below (collectively, the "Amendments").

Initially, it is important to note that while the Amendments seek to remove certain operational conditions on the Resort, the Owner is not proposing to expand the occupancy for the uses subject to the Conditional Use Approval, alter the hours of operation for such uses, or amend the restrictions on outdoor amplified music. These limitations will remain. Rather, the Amendments simply allow members of the general public to dine at the restaurant, permit a small, partially enclosed bar to prepare drinks, and allow the Resort to have special events (at the same capacity) without onerous operational conditions.

These amendments are critical in order for the Resort to sustain itself and maintain the level of service for its guests and patrons, many of whom are residents of the Town. Based upon our outreach, and the success of the membership program, it is clear that the Resort (under the Owner) has become a welcome member of the community to many. The Owner has worked very hard to achieve that status, and firmly believes that the Amendments are not only necessary for the success

of the business, but also entirely reasonable based upon the circumstances, particularly the limited size of the venue.

I. Development Order Amendments:

As discussed, we are proposing to amend and restate the conditions in the Conditional Use Approval so that all the conditions appear in a single document. The proposed amended and restated conditions are provided in **Exhibit "A"**. A summary of the proposed changes and the reasoning behind each change is also provided below.

A. **Restaurant Clientele**. The limitation on the clientele allowed to patronize the restaurant (i.e., restricted to hotel guests and Town residents) is removed. The restaurant should be open to the general public. The restaurant is small, and its capacity will remain the same (64 seats, including 40 indoor seats and 24 outdoor patio seats). Expanding the clientele is critical to the success of the restaurant, and the ability to offer an upscale restaurant experience.

B. **Membership Program/Payment Terms**. Consistent with the above, the operational restrictions on the restaurant, including the membership program requirement and the prohibition on acceptance of credit cards and cash, are also removed. With the removal of the above condition A, these related conditions are no longer necessary.

C. **Ancillary Alcoholic Beverage Service**. The prohibition on drinks being prepared "outside the building" is modified to permit the use of a partially enclosed area approximately 30 square feet within the covered pool deck to prepare drinks for hotel guests and other patrons. Like any luxury resort hotel, a small outdoor bar is essential to efficiently service patrons, particularly those guests relaxing by the pool and beach. The area is reflected on the attached site plan enclosed as **Exhibit "B"**. Consistent with this modification, we are requesting that the site plan be modified to reflect this use.

D. **Special Events**. With regard to special events, we are proposing to eliminate the onerous operational conditions, including number of events per year, locational limitation to second floor space, notice and policing requirements, and cash bar prohibition, while maintaining the same hours of operation and capacity (i.e., 65 persons, substantially lower than the fire occupant load of 84 persons). The elimination of the artificial cap on the number of events per year will enable the Resort to market itself for upscale, intimate events, and retain the necessary staff to handle such events. In light of the size of the venue, the Resort has demonstrated that the other operational conditions are simply not needed. The Resort has demonstrated the ability to handle these small events in a responsible manner, including on-site vehicle queuing and adequate parking.

E. **Progress Reports**. We are proposing to eliminate the need for automatic progress reports before the Town Commission, which we believe are no longer justified in light of the Owner's positive track record in operating the Resort.

II. Code Amendments:

Consistent with the above referenced amendments to the Conditional Use Approval, we are proposing certain limited amendments to the Code. A redline of these amendments is provided in **Exhibit "C"** attached hereto. A summary of the proposed amendments is also provided below.

A. Section 12-110(C)(4)(f) and (g). The general criteria for a conditional use are to remain. The amendments to Section 12-110(C)(4) are to delete: (i) the prohibition on cash and credit card payments at the restaurant and bar; and (ii) the limitation on preparation of drinks, including alcoholic beverages, to within the enclosed kitchen and/or bar. These amendments are necessary in order for the restaurant to expand its clientele beyond hotel guests and Town residents, and better serve its patrons.

B. Section 12-110(E)(1). The definition of "restaurant" is amended to clarify that the clientele allowed to patronize the restaurant is not limited to guests of the hotel. Additionally, the definition of "restaurant bar" is amended to accommodate the small partially enclosed outdoor bar adjacent to the restaurant and pool deck, which will be used to prepare drinks, including alcoholic beverages, for guests relaxing by the pool and beach.

III. Conformance with Criteria for Conditional Use:

As indicated below, the Amendments are consistent with the criteria for conditional use in Section 12-110(C) of the Code.

(1) The conditional use is deemed desirable for the public convenience or welfare, and the use is in harmony with the purpose and intent of this Article and will not be detrimental or injurious to the surrounding area;

Response: The Amendments simply allow members of the general public to dine at the restaurant, permit a small, partially enclosed bar to prepare drinks, and allow the Resort to have special events without onerous operational conditions. The capacity and hours of operation for conditional uses shall remain the same. As evidenced by a prior traffic analysis prepared by TrafTech, which was submitted to the Town in connection with prior applications, there is sufficient parking and queuing to accommodate these uses at the stated capacity. The Amendments will not be detrimental or injurious to the surrounding area.

(2) When granting approval for conditional use, the Town Commission may attach conditions and safeguards as it determines is necessary for the protection of the surrounding area and to preserve the spirit and intent of this article.

Response: Understood. While this Application seeks to amend the conditions of the Conditional Use Approval, we are not seeking to increase the capacity of the uses subject to the Conditional Use Approval, alter the hours of operation for such uses, or amend the restrictions on outdoor amplified music. Those conditions will remain.

(3) The conditional use shall be an accessory use to a hotel use and not occupy more than 10% of the total square footage of the building exclusive of any parking areas.

Response: The restaurant and alcoholic beverage service is accessory to the hotel, and this Application does not seek to expand those areas beyond 10% of the total square footage of the building exclusive of parking.

(4) An application for a conditional use must also meet all of the following criteria, where appropriate:

(a) Conformance with comprehensive plan.

Response: The conditional uses are existing and will continue to operate in a manner that is consistent with the policies of the Town Comprehensive Plan, which is to preserve and protect the residential character of the Town, while permitting commercial use in areas designated for residential use.

(b) Harmony with adjacent uses (existing or zoned).

Response: The conditional uses are existing. The capacity and hours of operation for the conditional uses are not changing with this Application. The Resort will continue to operate in harmony with adjacent uses.

(c) Facility levels of service maintained.

Response: Levels of service will be maintained as the capacity of the conditional uses are not changing with this Application.

(d) Use not hazardous to nearby housing, particularly traffic; see (B) above.

Response: As evidenced by a prior traffic analysis prepared by TrafTech, which was submitted to the Town in connection with prior applications, there is sufficient parking and queuing to accommodate these uses at the stated capacity. The capacity and hours of operation for the conditional uses are not changing with this Application. The Resort will continue to operate in a manner that is not hazardous to the adjacent residential uses.

(e) The architectural and site design are compatible with the character of the surrounding area.

Response: The architectural and site design are not changing within this Application.

(f) All food and beverages served to patrons of a hotel shall be prepared in an enclosed kitchen and/or bar.

Response: As provided herein, this Application seeks to amend the criteria Section 12-110(C) of the Code to delete subsection (f).

(g) Cash and credit card payments shall not be accepted. All payment shall be made utilizing a payment system of key cards or charges to a hotel room or a motel room.

Response: As provided herein, this Application seeks to amend the criteria Section 12-110(C) of the Code to delete subsection (g).

(5) All approvals or denials shall be evidenced by a development order. The development order shall state the basis for approval or denial and in the case of approval shall set forth any conditions the Town Commission deems appropriate. The development order shall be recorded in the public records of Broward County by the town at the expense of the applicant.

Response: Understood.

If you have any questions or require additional information, please do not hesitate to contact me. We would appreciate having this Application considered by the Town Commission at its June 6, 2023 meeting.

Sincerely,

Shutts & Bowen LLP

David J. Coviello

DJC:sm
Enclosures

EXHIBIT “A”

Conditional Use Approval
Amended and Restated Conditions

a. The hours of operation for food and beverage service at the Resort shall be limited to 7:00 am to 10:30 pm daily.

b. No food or drinks shall be prepared outside the Resort building at any time, with the exception of a partially enclosed area approximately 30 square feet adjacent to the Restaurant as reflected on the site plan for the preparation of drinks, including alcoholic beverages, and a temporary bar cart(s) utilized in connection with a Special Event.

c. Any outdoor music associated with the Resort and generated by the Resort shall be limited to the hours of operation for food and beverage service.

d. No amplified music shall be allowed in the outside areas of the Resort.

e. The maximum number of attendees at any Special Event at the Resort shall not exceed 65 persons.

f. Special Events may only be held during the following times: 8:00 am to 10:00 pm Sunday through Thursday; and 8:00 am to 12:00 am Friday and Saturday.

EXHIBIT “B”

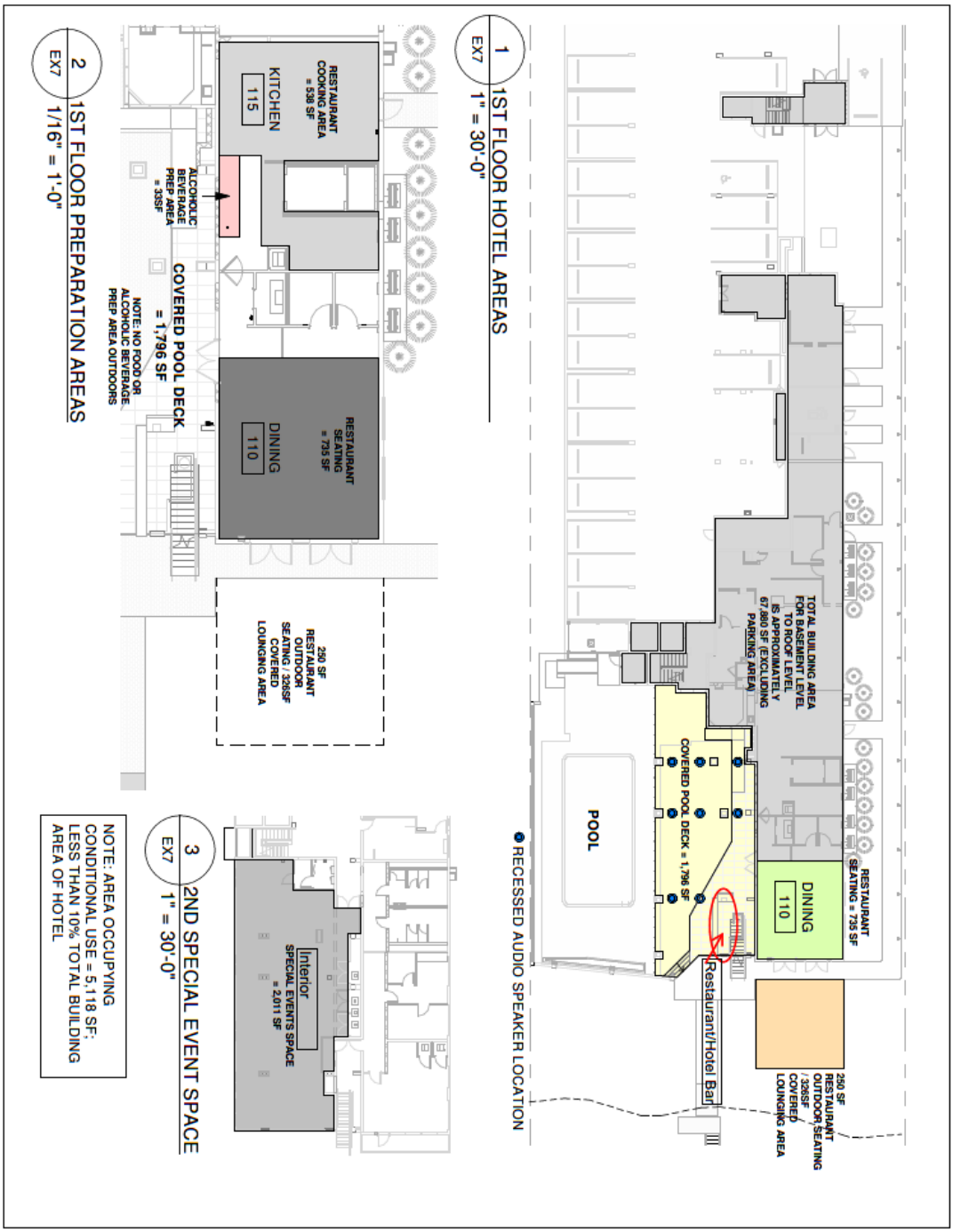

RESTAURANT SEATING = 735 SF
DINING
110
250 SF RESTAURANT OUTDOOR SEATING /326SF COVERED LOUNGING AREA
TOTAL BUILDING AREA FOR BASEMENT LEVEL TO ROOF LEVEL IS APPROXIMATELY 67,880 SF (EXCLUDING PARKING AREA)
COVERED POOL DECK = 1,796 SF
Restaurant/Hotel Bar
POOL
RECESSED AUDIO SPEAKER LOCATION
1
EX7
1ST FLOOR HOTEL AREAS
1" = 30'-0"
RESTAURANT COOKING AREA = 538 SF
KITCHEN
115
RESTAURANT SEATING = 735 SF
DINING
110
250 SF RESTAURANT OUTDOOR SEATING /326SF COVERED LOUNGING AREA
ALCOHOLIC BEVERAGE PREP AREA = 33SF
COVERED POOL DECK = 1,796 SF
NOTE: NO FOOD OR ALCOHOLIC BEVERAGE PREP AREA OUTDOORS
2
EX7
1ST FLOOR PREPARATION AREAS
1/16" = 1'-0"
Interior
SPECIAL EVENTS SPACE = 2,011 SF
3
EX7
2ND SPECIAL EVENT SPACE
1" = 30'-0"
NOTE: AREA OCCUPYING CONDITIONAL USE = 5,118 SF; LESS THAN 10% TOTAL BUILDING AREA OF HOTEL

EXHIBIT “C”

Amendments to Section 12-110 of the Land Development Regulations

Sec. 12-110 - Conditional uses.

The Town Commission of Hillsboro Beach recognizes that while commercial uses are not permitted in the Town, certain commercial uses deemed to be consistent with the residential character of the Town may be approved only as a conditional use authorized by this article.

(A) *Procedure.* Conditional uses shall be subject to approval of the Town Commission and no conditional use shall be approved until after a public quasi-judicial hearing by the Town Commission, at which time all interested parties shall have an opportunity to be heard.

(B) *Site plan*. A site plan shall be submitted. In addition, traffic generation data shall be included.

(C) *Review criteria*. The Town Commission shall not approve a conditional use, unless and until it determines that:

(1) The conditional use is deemed desirable for the public convenience or welfare, and the use is in harmony with the purpose and intent of this Article and will not be detrimental or injurious to the surrounding area;

(2) When granting approval for conditional use, the Town Commission may attach conditions and safeguards as it determines is necessary for the protection of the surrounding area and to preserve the spirit and intent of this article.

(3) The conditional use shall be an accessory use to a hotel use and not occupy more than 10% of the total square footage of the building exclusive of any parking areas.

(4) An application for a conditional use must also meet all of the following criteria, where appropriate:

(a) Conformance with comprehensive plan.
(b) Harmony with adjacent uses (existing or zoned).
(c) Facility levels of service maintained.

(d) Use not hazardous to nearby housing, particularly traffic; see (B) above.

(e) The architectural and site design are compatible with the character of the surrounding area.

~~(f) All food and beverages served to patrons of a hotel shall be prepared in an enclosed kitchen and/or bar.~~

~~(g) Cash and credit card payments shall not be accepted. All payment shall be made utilizing a payment system of key cards or charges to a hotel room or a motel room.~~

(5) All approvals or denials shall be evidenced by a development order. The development order shall state the basis for approval or denial and in the case of approval shall set forth any conditions the Town Commission deems appropriate. The development order shall be recorded in the public records of Broward County by the town at the expense of the applicant.

(D) Conditional use approval amendments. A conditional use approval is specific to the density, intensity, site plan and any supplemental conditions approved. Failure to adhere to any of the specifics or conditions of the approval is a zoning violation and subject to code enforcement action and/or revocation of the conditional use approved. Any proposed modification to the use which affects density, intensity, minimum code or conditions approved by the Town Commission will require review and approval by the Town Commission.

(E) All commercial uses not otherwise identified below shall be considered prohibited uses within the Town. The following commercial uses as defined in this section shall be approved only as a conditional use.

(1) Definitions. The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning and shall be approved only as a condition use:

Restaurant shall mean any establishment where facilities are provided for preparing and serving food ~~to guests at a hotel or motel~~. At least 51 percent of total gross revenues must be derived from retail sale on the licensed premises of food and non-alcoholic beverages. Proceeds of catering sales and special event sales shall not be included in the calculation of total gross revenues. Catering sales and special event sales include food or non-alcoholic beverage sales prepared by the licensee on the licensed premises for service by the licensee outside the licensed premises or on the licensed premises. The tables must be of adequate size to accommodate the service of full course meals in accordance with the number of chairs or other seating facilities provided at the table. Sale of alcoholic beverages for off-premise consumption is not permitted. In no instance shall a seating area in a restaurant contain more than 1,000 SF.

Restaurant bar means a bar operated in connection with a restaurant and/or hotel and by the same management, where the principal business is the serving of meals and where meals are actually and regularly served, having accommodations for service of not more than 50 or more patrons at tables, such space being provided and equipped with adequate and sanitary kitchen and dining room equipment. ~~The restaurant bar must be directly connected with such dining room. The sale of beers, wines, and liquors shall be strictly incidental to the serving of food~~. No sign of any kind or character shall be displayed on the restaurant or restaurant bar to the outside, denoting that alcoholic beverages are sold therein.

Special event shall include, but not be limited to, weddings, bar mitzvahs, and any other social event conducted above and beyond the normal operation of the restaurant. Events sponsored by a hotel for its registered guests shall not be considered a "special event."

(2) Conditional uses and use approvals.

(a) Restaurant, restaurant bars, hotel or motel bars, and any additions to the building or parking for such restaurants or bars, may be permitted only as a conditional use in accordance with this article and subject to the approval of the Town Commission after a public hearing at a regular public meeting. The approval of a conditional use may be subject to any conditions determined by the Town Commission to be in the best interest of the residents of the Town.

(3) Enforcement.

(a) The penalty for a violation of this article shall be as provided by F.S. Ch. 162 or;

(b) The Town Attorney, with authorization from the Town Commission, may bring suit on behalf of the Town to enjoin any violation of this article or;

(c) A violation of the conditional use approval may result in the revocation of a conditional use notwithstanding the fact that the conditional use approval runs with the land and the fee simple title to the land has been conveyed to a successor in interest.

DEVELOPMENT ORDER OF THE TOWN OF HILLSBORO BEACH, FLORIDA

APPLICANT: BNH IV HM TRI, LLC, a Florida Limited Liability Company

FOR PROPERTY LOCATED AT: 1159 Hillsboro Mile, Hillsboro Beach, FL 33062

DATE OF COMMISSION MEETING: July 6, 2021

TYPE OF ACTION SOUGHT:
Conditional Use Approval to permit a Restaurant with Beer, Wine and Alcoholic Beverage Service within the Hillsboro Beach Resort.

LEGAL DESCRIPTION: SEA BONAY BEACH RESORT 140-8 B PARCEL A

THIS MATTER came to be heard before the Board of Zoning Appeals of the Town of Hillsboro Beach, Florida on **July 6, 2021**. The Board having considered the action sought by the applicant and heard testimony from the Town's planning consultant, the applicant and the public. After reviewing the record and hearing the sworn testimony of the witnesses, the Board determines as follows:

1. The Applicant's application for a Conditional Use approval is hereby:

   [X] **GRANTED**

   [ ] **DENIED:**

   With the following condition(s):

   a. The hours of operation for food and beverage service shall be limited to 7:00 am to 10:30 pm daily.
   b. Any outdoor music associated with the resort and generated by the resort shall be limited to the times food and alcoholic are served onsite. No amplified music shall be allowed in the outside areas of the resort.
   c. No food or drinks shall be prepared outside the resort building at any time.
   d. The Town Commission shall re-evaluate the conditions of approval and ensure compliance with all conditions of approval six (6) months subsequent to the issuance of the Certificate of Occupancy for the hotel and every twelve (12) months thereafter.
   e. Applicant shall work with the Town to establish trash pick-up relative to the restaurant facility.
   f. For any hotel-sponsored event or any special event, the owner must contact the Town staff within three (3) working days of the event to determine if an off-duty officer is required.
   g. The internal space labeled "BOH/Office" on the construction plans approved by the Town for renovation of the hotel shall be used for only office space. The use of the "BOH/Office" space for any other purpose is prohibited unless a new application for a conditional use is filed and subsequently approved by the Town Commission.

2. This Order shall take effect immediately upon issuance by the Chair.

3. All further development on the property shall be made in accordance with the terms and conditions of this Development Order.

DATED: JULY 7, 2021

DEBORAH L. TARRANT, CHAIR

WILLIAM M. SERDA, TOWN MANAGER

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

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

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

TO: Mayor Tarrant and Town Commission
THROUGH: Mac Serda, Town Manager
FROM: Jim Hickey, Planning Consultant
DATE: June 25, 2021
SUBJECT: Conditional Use Approval for a Restaurant for The Hillsboro Resort Located at 1159 Hillsboro Mile

The applicant and owners, BNH IV HM TRI, LLC and 1159 Hillsboro Mile LLC, are requesting Conditional Use approval to allow a restaurant which will serve food, beer, wine and alcoholic beverages within The Hillsboro Resort (formerly known as the Seabonay Hotel). The property is located at 1159 Hillsboro Mile on the east side of A1A within the RM-30 Multiple-Family Dwelling Residential District (with 7-story maximum).

Background

The subject property has operated as the Seabonay Hotel at the current location for a number years. The current owners purchased the property in 2017 and soon began planning a renovation of the existing Hotel. According to documents part of the Conditional Use application, the owners investing $2.2 Million into the renovation of the hotel. When open, the property will be known as the Hillsboro Resort.

The owners of the property submitted building permits for the property renovations on February 7, 2018 and were issued a building permit to begin work on December 4, 2019. As part of the renovation, it was identified that the proposed changes included a restaurant within the building. In discussions with the owner and the owner's agent, the intent is to open a restaurant that also serves wine, beer and alcohol as part of the experience of the new Hillsboro Resort. As this use is not allowed per the RM-30 Zoning district, the City Commission adopted Ordinance 2021-03 which establishes a process for an applicant to apply for a Conditional Use and allow the Town Commission to consider of this type of use.

Analysis

Per the adoption of Ordinance 2021-03, Conditional uses shall be subject to approval of the Town Commission and no conditional use shall be approved until a public quasi-judicial hearing is held by the Town Commission, at which time all interested parties shall have an opportunity to be heard.

Per the Town's Land Development Code, the following provides the consultant planner's analysis of the criteria required for Conditional Use approval. The planner's analysis is provided in *italics* below.

Site plan. A site plan shall be submitted. In addition, if not required, traffic generation data shall be included.

A proposed site plan was provided by the applicant detailing the location of the proposed restaurant as well as the planned locations the hotel will provide food. These areas total approximately 5,136 SF and are within the 10% required by the Land Development Code. These areas include:

Restaurant Seating Area	735 SF
Restaurant Outdoor Seating	250 SF
Covered Lounging Area	326 SF
Covered Pool Deck	1,796 SF
Special Event Space	2,011 SF
Total*	5,136 SF

*Applicant's site plan shows 5,136SF, however total uses above equals 5,118SF

As the restaurant use is being added to the hotel, additional analysis was requested by the Consultant Planner regarding the impact of traffic associated with the restaurant use. The applicant's traffic consultant, TrafTech Engineering provided a letter dated May 8, 2021 stating that the traffic impacts associated with the addition of the restaurant would result in a reduction of traffic in the am and pm peak hours. The Town's traffic engineer, CGA reviewed this statement and requested additional information through a letter dated May 27, 2021. The concern raised by the Town's traffic engineer was whether a traffic study was ever prepared by the applicant showing the site could accommodate all of the proposed uses. She also asked about the addition of the special events area and whether that use was considered in the analysis. As this area could be rented out for private parties, both the Town's consultant planner and traffic engineer have concerns that although this area is relatively small (~2,000 SF), the traffic generated by this use should be analyzed to determine the impact on the existing parking within the property as well as potential impacts on A1A during peak periods.

The applicant's traffic consultant, in a letter dated June 9, 2021, states that given the special event space will only be for the exclusive use of hotel guests, no additional traffic impacts are anticipated. The Town's traffic engineer responded to this letter on June 15, 2021, stating that there is still concern with the additional special event use as this will make the resort a more attractive facility to additional guests/employees. Based on this information, the City's traffic consultant is requesting a parking demand study for the existing hotel accommodating the proposed two supporting facilities.

In addition, the applicant states that the special event space is to be used solely by the guests of the hotel. As a facility that will be used for future rentals for events such as weddings, birthday parties, anniversaries and the like, it will be difficult if not impossible for the Town to monitor the event space to be used by hotel guests only. This facility, although not a huge facility, could place an additional burden on the existing operations of the resort and impact parking within the facility, forcing vehicles to back up or park on A1A. For these reasons, the consultant planner is recommending a parking demand study be completed to ensure the site can accommodate all facilities proposed for the resort.

Review criteria. The Town Commission shall not approve a conditional use, unless and until it determines that:

1. The conditional use is deemed desirable for the public convenience or welfare, and the use is in harmony with the purpose and intent of this Article and will not be detrimental or injurious to the surrounding area;
   The proposed restaurant and alcohol use will provide a public convenience for resort guests and lessen the need for guests to travel to other locations for food and drinks. The applicant has stated that the hours of operation will begin at 7am for breakfast and end with dinner service at 10:30pm.

2. When granting approval for conditional use, the Town Commission may attach conditions and safeguards as it determines is necessary for the protection of the surrounding area and to preserve the spirit and intent of this Article.
   The consultant planner is recommending conditions of approval which are located at the end of the memorandum.

(3) The conditional use shall be an accessory use to a hotel use and not occupy more than 10% of the total square footage of the building exclusive of any parking areas.
The applicant is requesting 5,136 SF of space to be used for these uses which is below the 10% of the total square footage.

(4) An application for a conditional use must also meet all of the following criteria, where appropriate:

(a) Conformance with comprehensive plan.
The application is in conformance with the Comprehensive plan through the following Objective and Policy:

Objective 2.2 Residential Character – Utilize current procedures and regulations to determine the impact that recent development proposals have on maintaining the Town's residential character, with particular emphasis on preserving the single-family estate areas.

Policy 2.2.8 – The compatibility of existing and future land uses shall be a primary consideration in the review and approval of amendment to the Broward County and local land use plans. It is recognized that approved redevelopment plan aimed at eliminating or reducing blighted and deteriorating areas may appropriately promote the introduction of land use patters in variance from existing land use patterns.

(b) Harmony with adjacent uses (existing or zoned)
The property has been operated as a hotel for several years. The addition of a restaurant with alcohol service will add additional uses to the existing hotel. Adding

hours of operation for the additional services will assist keeping the resort in harmony with the adjacent existing residential development.

(c) Facility levels of service maintained.
Existing levels of service will be maintained for the existing hotel use. Additional information is regarding overall parking demand to ensure it meets levels of service for the resort.

(d) Use not hazardous to nearby housing, particularly traffic; see (B) above.
See Site Plan analysis on page 2 of memorandum along with conditions of approval at within the Recommendation section.

(e) The architectural and site design are compatible with the character of the surrounding area.
Both the architectural and site design are compatible with the character of the surrounding area and the additional investment to the area will enhance the overall aesthetics of the area.

(f) All food and beverages served to patrons of a hotel shall be prepared in an enclosed kitchen and/or bar.
The applicant has stated that all food and beverages will be prepared in an enclosed kitchen or bar within the hotel building.

(g) Cash and credit card payments shall not be accepted. All payment shall be made utilizing a payment system of key cards or charges to a hotel room or a motel room.
The applicant has stated that the resort will implement a payment system that will charge all restaurant and beverage service to guest rooms. Credit cards will only be used for check in and will cover all food and beverage charges.

<u>Recommendation</u>

Based on the application and the review of the Conditional Use approval requirements set forth in the Town's Land Development Code, the consultant planner would not recommend approval of the application as has been provided. The main concern for this is the impact of these additional uses, particularly the event space use may have on the existing parking and site constraints of the property. The applicant has stated that this area will only be used for hotel guests, however, the ability for Town staff to track and enforce this would be extremely difficult to implement. A careful consideration of this space, the proposed number of guests that could be accommodated within this space would be needed for the City's consultants to recommend approval of the application. As the restaurant will have certain restrictions regarding the use of hotel cards for payment, this process is not 100% transferrable to the event space as most events are paid by one person and not individuals attending the event. In the overabundance of caution and to prevent future traffic and parking issues, additional study in this area would be in the best interest of the Town.

Holland & Knight

515 East Las Olas Boulevard, Suite 1200 | Ft. Lauderdale, FL 33301 | T 954.525.1000 | F 954.463.2030
Holland & Knight LLP | www.hklaw.com

Debbie M. Orshefsky
(954) 468-7871
debbie.orshefsky@hklaw.com

VIA FEDERAL EXPRESS

Mac Serda
Town Manager
Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, FL 33062
Via Federal Express

Re: Conditional Use Application for 1159 Hillsboro Mile -- The Hillsboro Resort (f/k/a The Seabonay Hotel)

Dear Mr. Serda,

Enclosed is the application of BNH IV HM TRI, LLC and 1159 Hillsboro Mile, LLC ("Owners") for a Conditional Use approval to permit a restaurant with beer, wine and alcoholic beverage service within The Hillsboro Resort (the "Hotel") submitted pursuant to Ordinance No.2021-03.

The Hotel is completing major renovations to transform an older hotel into a contemporary boutique full-service hotel. In connection with these renovations, Owners are proposing to operate a full service restaurant with beer, wine and alcoholic beverage service as described in the attached statement "Food and Beverage Service at the Hillsboro Resort". Also enclosed is a statement "Conformance with Criteria for Conditional Use" reflecting the application's conformance with the criteria for a conditional use pursuant to Ordinance No. 2021-03.

Also enclosed are the following:

1. Application fee of $1,050.00 (we used the application fee amount for a variance, if additional funds are required once you set the fee for a Conditional Use application please advise and they will be provided);

2. Two (2) signed and sealed copies of the site plan approved in connection with the pending work under Town Building Permit # 1914236-0; and

3. Agent Authorization for me to represent the Owners in connection with this application.

We would appreciate having this Application heard by the Town Commission at its next scheduled Commission meeting of June 8, 2021. If you require any additional information please contact me.

Sincerely,

HOLLAND & KNIGHT LLP

Debbie M. Orshefsky

cc: Mr. Daniel Lebensohn (w/encl.)
Mr. Charles Carreno (w/wencl.)

#84129934 v1

TOWN OF HILLSBORO BEACH
1210 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
PHONE (954) 427-4011 • FAX (954) 427-4834
www.townofhillsborobeach.com

DEVELOPMENT APPLICATION

Submittal Date: May 7, 2021 Zoning Board Meeting Date:_____

Property Control #_____ Town Commission Meeting Date: June 8, 2021

PROPERTY OWNER(S)		AUTHORIZED AGENT	
NAME: BNH IV TRI, LLC and 1159 Hillsboro Mile, LLC		**NAME:** Debbie M. Orshefsky, Esq.	
ADDRESS: 819 NE 2 Avenue, Suite 500 Fort Lauderdale, Florida 33304		**ADDRESS:** Holland and Knight 515 East Las Olas Blvd. Fort Lauderdale, Florida 33301 suite 1200	
PHONE: 954-416-3140 ext. 221	**CELL:** 917-751-2688	**PHONE:** 954-468-7871	**CELL:** 954-328-6424
E-MAIL Daniel@bh3llc.com	**FAX:**	**E-MAIL** debbie.orshefsky@hklaw.com	**FAX:**

APPLICANT'S CERTIFICATION

(I) Debbie M. Orshefsky ,**authorized agent**, affirm and certify that I understand and will comply will all provisions and regulations of the Town of Hillsboro Beach Florida. I certify that all drawings and specifications for buildings or structures costing $5,000 or over for commercial buildings or $10,000 for residential building must be drawn or verified by a state registered architect or engineer and his seal of office imprinted thereon. Additionally, I certify that the drawings that the drawings and specifications show full compliance and do fully comply with the Zoning Code. I understand that if any drawings or specifications are not in full compliance, the application will be rejected. If approved by the Town, the aforementioned real property described herein will be considered, in every respect, to be a part of the Town of Hillsboro Beach and will be subjected to all applicable laws, regulations, taxes and police powers of the Town including the Comprehensive Plan and Zoning Code. I further certify that all statements and diagrams submitted herewith are true and accurate to the best of my knowledge and belief. Further, I understand that this Application and attachments become part of the Official Records of the Town of Hillsboro Beach, Florida, and are not returnable.

_____ Debbie M. Orshefsky, Esq.
Signature Print Name

STATE OF FLORIDA, COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on this 6th day of May 2021, by Debbie M. Orshefsky as Authorized Agent for BNH IV TRI, LLC and 1159 Hillsboro Mile, LLC

Personally know X or has produced identification _____. Type of Identification

_____

Patricia Kearns
Notary Signature

Patricia Kearns
Print Notary Name

PATRICIA KEARNS
Commission # HH 068564
Expires November 4, 2022
Bonded Thru Budget Notary Services

CHECK BELOW WHERE APPLICABLE

	FINAL PLAT - $1,000.00		**REZONING** - $3,500.00
	LAND USE PLAN AMENDMENT - $3,500.00		**SITE PLAN REVIEW** - $2,000.00
	PRELIMINARY PLAT - $1,000.00		**VARIANCE** – $1,050.00

Conditional Use Approval pursuant to Ordinance # 2021-03

Hillsboro Beach Town Code Sec. 12.1.3d provides for the collection of service charges or fees, consultant review fees, etc. for the administrative processing and review of applications for development permits submitted to the Town for review and approval. The owner, architect or other authorized agents are urged to attend the Zoning Board of Appeals and Town Commission meetings. Each applicant must familiarize himself with the criteria and procedures. **If all required information is not presented with this application by the submittal date, the project will not be placed on the agenda for review and consideration.** PLEASE NOTE: THE FEES LISTED ABOVE ARE **ADMINISTRATIVE FEES ONLY**. YOU WILL BE BILLED BY THE TOWN OF HILLSBORO BEACH FOR ANY AND ALL ADDITIONAL EXPENSES WHICH WILL BE INCURRED BY THE TOWN THROUGH THE SERVICES OF THE TOWN ENGINEER/PLANNER, LEGAL ADVERTISING, REBUTTALS, CONSULTATION AS WELL AS POSTAGE FOR MAILINGS AND COURIER SERVICES RELATED TO YOUR PROJECT.

Items Required for Submittal: Must be submitted **30 days prior** to the Town Commission Meeting date.

1. This application and all applicable fees
2. Narrative letter describing the request
3. Letters from each adjoining property owners (with approvals, if possible) – Variance Application only
4. Approval letter from the Association and minutes (when applicable)
5. Agent's authorization letter (when applicable)
6. 1 electronic copy and 2 signed and sealed – Plans are to be standard architectural size
7. 1 set of plans for the City of Deerfield Fire Inspector / Plans Examiner (when applicable)

Code References: (All sections are available for viewing and printing on the website)

- Chapter 12 – Division 1. General Provisions
- Chapter 12 – Division 2. Development Review Requirements

- Chapter 12 – Division 3. Platting and Subdivision Regulations
- Chapter 12 – Division 4. Site Plan Procedures & Requirements
- Chapter 12 – Division 5. Zoning

GENERAL DATA

Project Location: 1159 Hillsboro Mile District: ___

Proposed Zoning: RM-30 no change

Existing Comprehensive Plan Designation: Residential

Proposed Comprehensive Plan Designation: no change

Existing Land Use: hotel

Proposed Land Use: no change

Total Site Area: 46,993 Sq. Ft. 1.08 Acres

Flood Zone Category: X/VE

Is site currently serviced by public water? Yes ☒ No ☐

Is site currently serviced by public sewer? Yes ☒ No ☐

Describe briefly the nature of any improvements presently located on the subject property. 72 Room hotel and related amenities

Describe the type of operation or business proposed; or the proposed construction. Addition of a full service restaurant within the existing hotel

Estimated construction cost: $2.206M

Describe in detail the phasing of the proposed development. The hotel is currently being renovated. The renovations include a full service restaurant. The renovations are expected to be completed within the next 30 days.

State the reasons or basis for the Approval request, and explain why this request is consistent with good planning and zoning practice, will not be contrary to the Town's Comprehensive Plan, and will not be detrimental to the promotion of public appearance, comfort, convenience, general

welfare, good order, health, morals, prosperity, and safety of the Town. Additionally, all standards set forth in the Town Code of Ordinances must be addressed. (Attach a separate Justification Statement if insufficient space.

See attached statements (i) Conformance with Criteria for Conditional Use" and (ii) "Food and Beverage Operations at the Hillsboro Resort" which reflects that the proposed conditional use within the existing hotel meets the requirements of newly enacted Ordinance No. 2021-03, including dimensional requirements that the "restaurant seating area be no more than 1,000 square feet and that the "conditional use" occupy not more than 10% of the building area of the hotel (excluding any parking area). The proposed full service restaurant with beer, wine and alcoholic beverage service will be for the exclusive use of hotel guests. Also attached is a report from Joaquin Vargas, Traffic Tech Engineering, Inc., Senior Transportation Engineer, confirming that the incorporation of a full service hotel will result in a reduction in the amount of traffic generated by the existing hotel.

Has any previous Application been filed within the last year in connection with the subject property?

Yes ☒ No ☐ If yes, briefly describe the nature of the Application.

No.

Has a site plan been previously approved by the Town Commission for this property?

Yes ☒ No ☐ If yes, please note date of previous approval. Building Permit No. 1914236-0 for renovation of the existing hotel issued 12/04/2019 and 7/8/2019

(A) Every general contractor or other person being issued a building permit, shall deposit with the Town Clerk a bond in the amount of $500 per each $100,000 with a minimum of $1,000 for any complete new building or an addition to existing building. The bond shall be in the form of a cashier's check.

(B) By the deposit of the funds the contractor authorizes the Town of Hillsboro Beach, through its proper officials, to expend all or any portion of the bond to effect cleanup, during and after construction, if not satisfactorily performed by the contractor or person. Subsequent to the satisfactory cleanup of the vicinity of the construction, unused funds in whole or in part will be refunded to the contractor or person.

(C) (1) It shall be the duty of the general contractor or other person receiving the permit to see that the premises and adjoining public areas shall be policed at all times during and after construction to prevent debris from being discarded on adjoining properties.

(2) The DRO or the DRO's designate shall certify in writing to the Town Commission his or her determination and recommendation. The building plans and specifications shall be approved by the Town Commission prior to the issuance of a building permit. (1976 Code, CH. 12, Div. 5, Art. XV § 9)

1159 HM Manager, LLC

819 NE 2 Avenue, Suite 500
Fort Lauderdale, FL 33304

May 5, 2021

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

Hillsboro Beach Resort Renovation Project

Dear Mr. Serda:

Please accept this letter as our authorization for our agent, Debbie M. Orshefsky, to represent our interests as it relates to the forthcoming application being presented to the Town Commission. Ms. Orshefsky's information is as follows:

Debbie M. Orshefsky | Holland & Knight
Partner
Holland & Knight LLP
515 East Las Olas Boulevard, Suite 1200 | Fort Lauderdale, Florida 33301
Phone 954.468.7871 | Mobile 954.328.6424
debbie.orshefsky@hklaw.com | www.hklaw.com

Should you have any questions, please do not hesitate to contact our office.

Regards,
1159 HILLSBORO MILE, LLC
BNH IV HM TRI, LLC

Daniel Lebensohn
Managing Principal

Holland & Knight

515 E. Las Olas Boulevard, Suite 1200 | Fort Lauderdale, FL 33301 | T 954.525.1000 | F 954.463.2030
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STATEMENT OF CONFORMANCE WITH CRITERIA FOR CONDITIONAL USE

Section 12-110(C) Review criteria. The Town Commission shall not approve a conditional use, unless and until it determines that:

(1) The conditional use is deemed desirable for the public convenience or welfare, and the use is in harmony with the purpose and intent of this Article and will not be detrimental or injurious to the surrounding area;

Response: A full service restaurant with alcoholic beverage service within this hotel will allow the hotel to meet customary standards for a full service resort and allow the Owners to upgrade this facility to meet contemporary resort standards in the industry. The restaurant and alcoholic beverage service is provided interior to the site with no exterior signage, thus it will be for the exclusive use of hotel guests and will not create any additional traffic by drawing patrons from outside the hotel.

(2) When granting approval for conditional use, the Town Commission may attach conditions and safeguards as it determines is necessary for the protection of the surrounding area and to preserve the spirit and intent of this Article;

Response: Understood and suggest that the "Food and Beverage Service Operations at the Hillsboro Resort" statement submitted with this conditional use application be included as a condition of approval in granting this conditional use.

(3) The conditional use shall be an accessory use to a hotel use and not occupy more than 10% of the total square footage of the building exclusive of any parking areas;

Response: The restaurant with alcoholic beverage service is accessory to the existing hotel and, as reflected on the "Food and Beverage Service Area Plan" submitted with this conditional use application, the conditional use area occupies less than 10% of "the total square footage of the building...."

(4) *An application for a conditional use must also meet all of the following criteria, where appropriate:*

(a) *Conformance with comprehensive plan.*

Response: The Comprehensive Plan includes policies to preserve and protect the residential character of the Town, while permitting commercial use in areas designated for residential use. As reflected in the "Food and Beverage Service Operations at the Hillsboro Resort", the restaurant and alcoholic beverage uses have been designed and will operate in a manner which furthers this policy in the Town Comprehensive Plan.

(b) *Harmony with adjacent uses (existing or zoned).*

Response: The hotel use is existing and is being upgraded to a contemporary standard for resorts by adding restaurant and alcoholic beverage use primarily within the existing hotel; any exterior restaurant seating area and patio and pool service areas are designed to be within covered areas to capture exterior noise.

(c) *Facility levels of service maintained.*

Response: Since the restaurant and beverage service uses are for hotel guests only, the impacts of the hotel use on levels of service will be maintained.

(d) *Use not hazardous to nearby housing, particularly traffic (see (B) above.*

Response: See attached memo regarding traffic impacts of restaurant and alcoholic beverage service uses which concludes that there is no negative impact from these uses.

(e) *The architectural and site design are compatible with the character of the surrounding area.*

Response: The architectural and site design are not changing from the existing hotel which is under renovation for which building permits were issued in 2019.

(f) *All food and beverages served to patrons of a hotel shall be prepared in an enclosed kitchen and/or bar.*

Response: Understood and see "Food and Beverage Service Area Plan" submitted with this application.

(g) *Cash and credit card payments shall not be accepted. All payments shall be made utilizing a payment system of key cards or charges to a hotel room or a motel room.*

Response: Understood, and see "Food and Beverage Service Operations at the Hillsboro Resort" statement included with this application.

Holland & Knight

515 E. Las Olas Boulevard, Suite 1200 | Fort Lauderdale, FL 33301 | T 954.525.1000 | F 954.463.2030
Holland & Knight LLP | www.hklaw.com

Debbie Orshefsky
+1 954-468-7871
debbie.orshefsky@hklaw.com

Food and Beverage Service at the Hillsboro Resort

Restaurant Operations

Floridian coastal cuisine will be celebrated at the Restaurant at the Hillsboro Resort. The restaurant will be a full-service restaurant open for Breakfast, Lunch and Dinner, a full beverage operation (including beer, wine and alcohol) will be available for all guests staying at the resort. The Hotel has purchased a 4COP-**quota** license (license #BEV1601736) to permit service of beer, wine and alcohol as described in this operations plan.

Breakfast 7 -10.30

Lunch 11.30 – 2.30

Dinner 5 – 10.30

Lunch and Dinner will require reservations.

Service will be conducted principally within the restaurant with a small capacity for outside dining weather permitting. All food and beverage preparation will be in the restaurant kitchen and attached beverage preparation station, neither of which will be directly accessible to guests only employees. The restaurant will not include a bar with seating, but rather service will be from a beverage preparation station within the "back of house" kitchen area; thus, there is no "Restaurant Bar" as defined in Ordinance No. 2021-03. Attached is a "Food and Beverage Service Area Plan" reflecting that the restaurant use meets the dimensional requirements for this use within a hotel pursuant to Ordinance No.2021-03.

Pool / Room Service

Poolside waiter/waitress food and beverage service for guests enjoying the pool deck will be available from 9am daily through 6pm. Wireless iPad will capture the order and send for production, charges directly going to guest's room account.

Guest rooms will have another specifically designed menu for our guests along with a beverage menu for dining within our guest rooms and suites; room service will be available 24 hours per day and serviced by our room service team.

Some guest rooms will have honor bars with a limited offering of premade cocktails / water for consumption within the room.

Holland & Knight

515 E. Las Olas Boulevard, Suite 1200 | Fort Lauderdale, FL 33301 | T 954.525.1000 | F 954.463.2030
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Debbie Orshefsky
+1 954-468-7871
debbie.orshefsky@hklaw.com

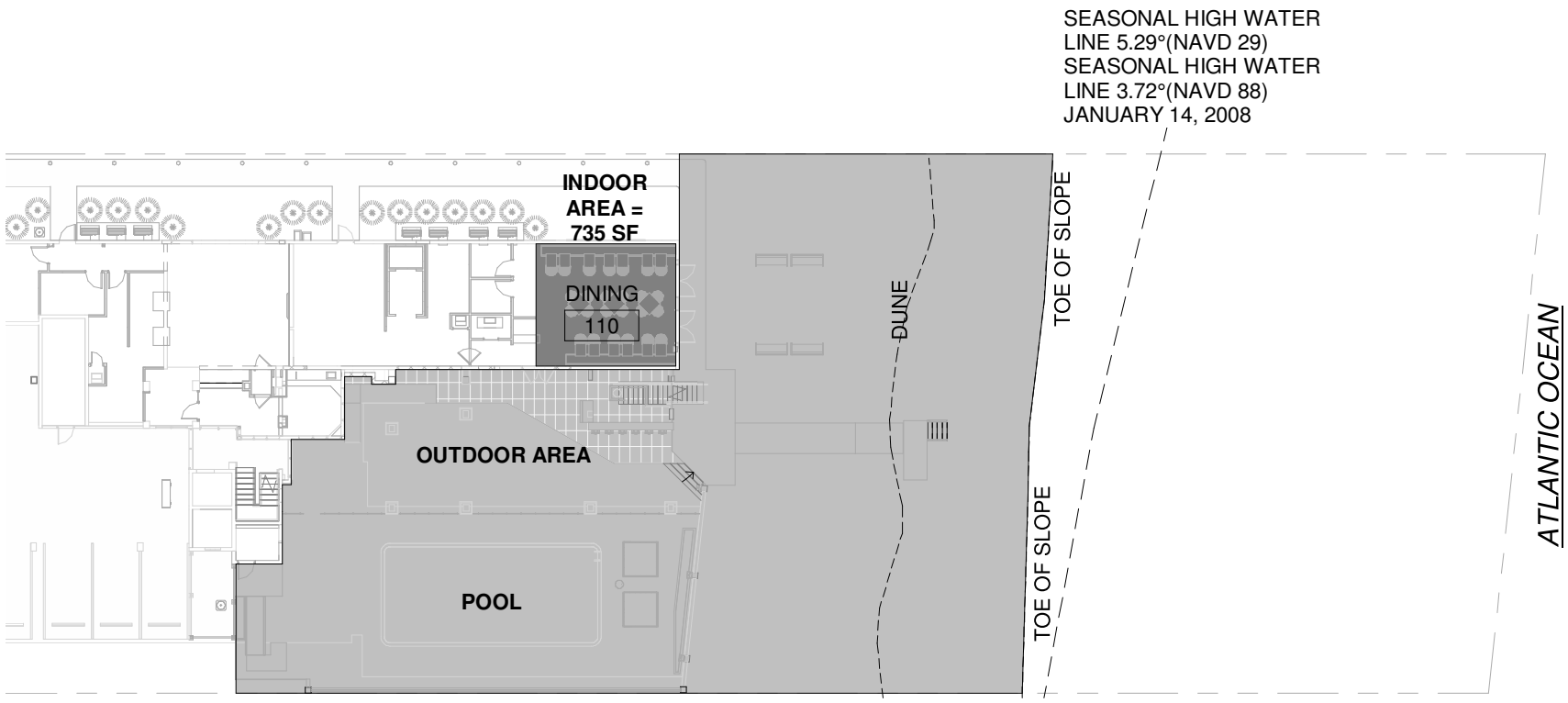
There will be a small boutique store within the main reception area, and this will also have some limited food and beverage snacks and premade cocktails for sale to hotel guests.

Music

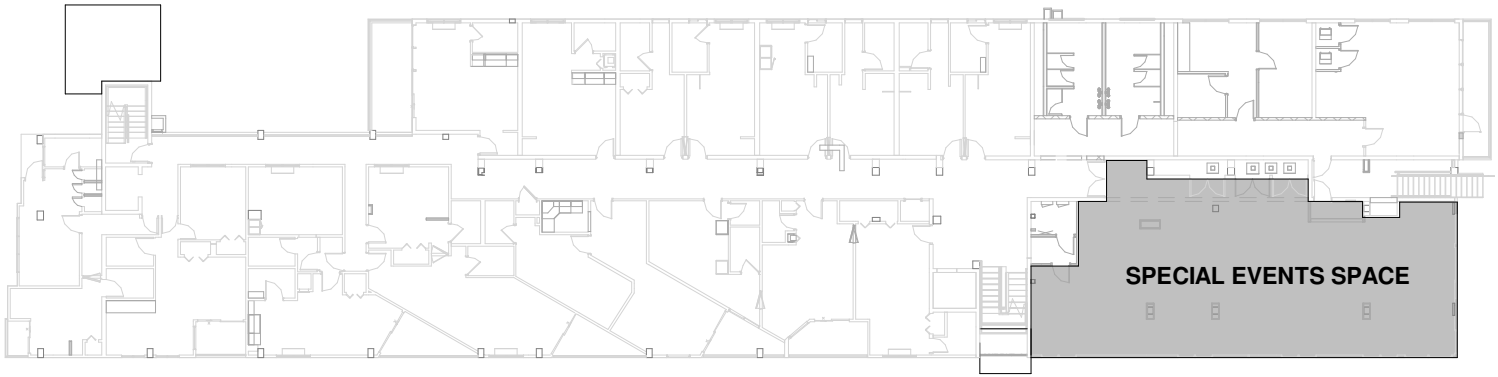
The only exterior speakers are within the covered pool deck area (locations identified on attached "Food and Beverage Service Area Plan") which are recessed into the ceiling on the covered portion of the pool deck thus preventing noise from emanating beyond the pool deck. The music will be ambient/background with a specified controlled volume to assure no noise impacts to neighbors. Our goal is to create a relaxing space where guests can enjoy their time at the resort.

Payment

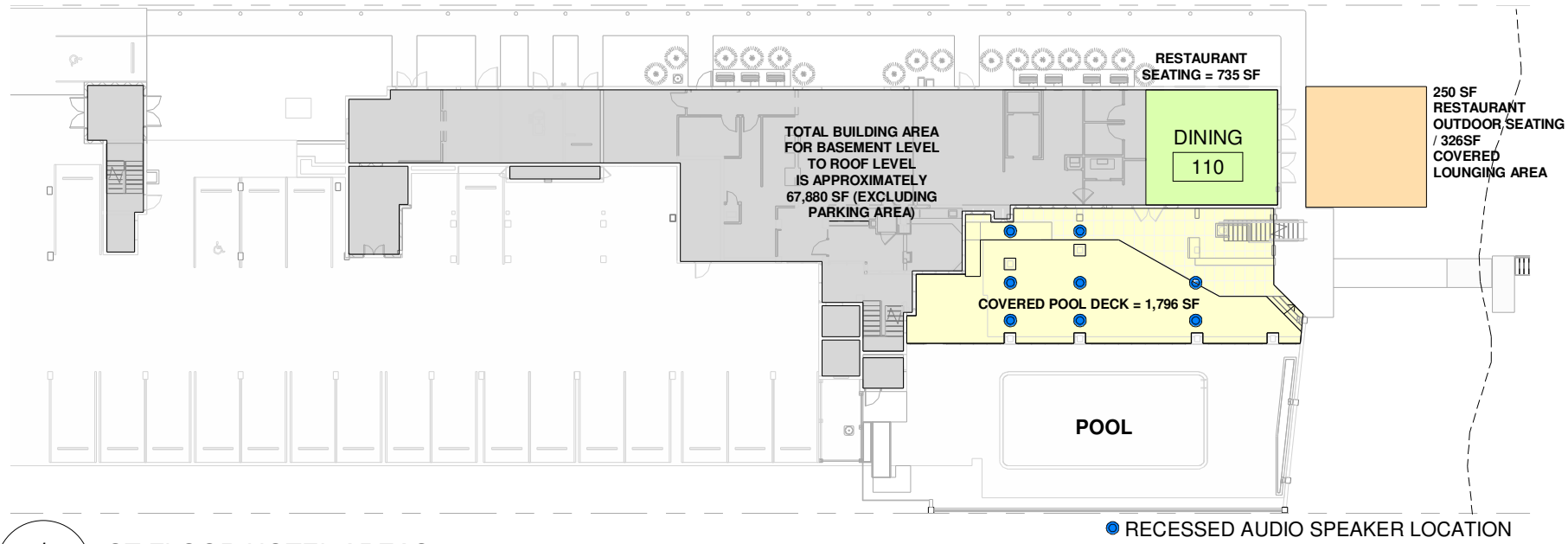
All charges for food and beverage service will be to guest rooms. We will operate using iPad and wireless technology with guest signatures via these devices whilst moving across the hotels service areas. Credit cards will be required at check in to cover all food and beverage charges.



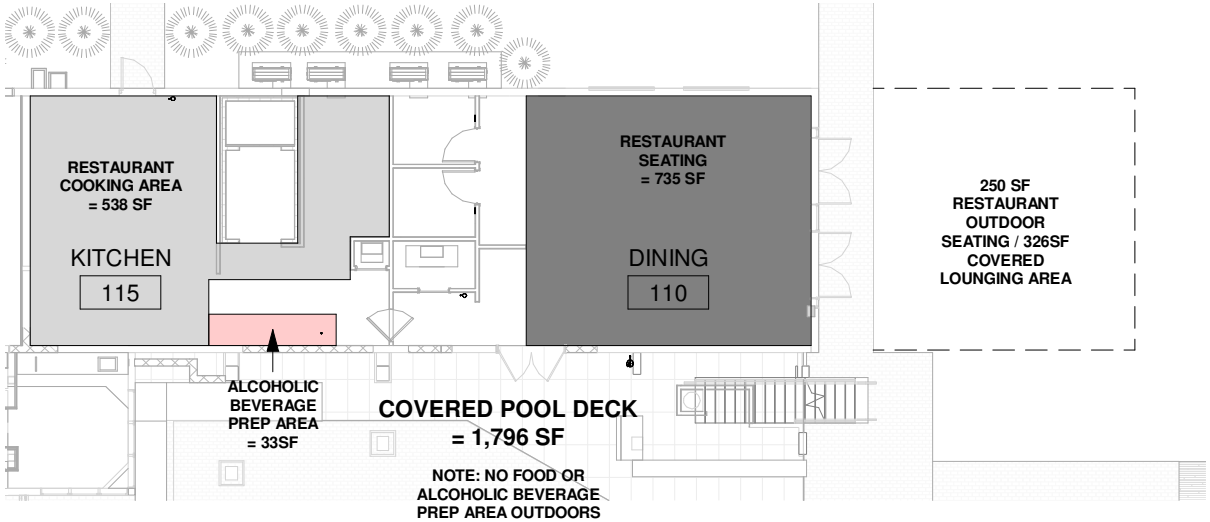
1 / EX6 1ST FLOOR SERVICE AREA
1" = 30'-0"



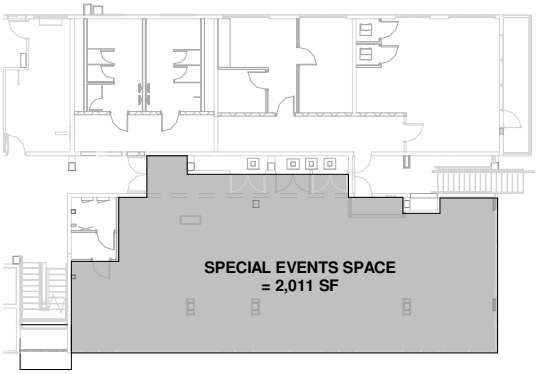
2 / EX6 2ND FLOOR PLAN SERVICE AREA
1" = 30'-0"



1 / EX7 1ST FLOOR HOTEL AREAS
1" = 30'-0"



2 / EX7 1ST FLOOR PREPARATION AREAS
1/16" = 1'-0"



3 / EX7 2ND SPECIAL EVENT SPACE
1" = 30'-0"

NOTE: AREA OCCUPYING CONDITIONAL USE = 5,118 SF; LESS THAN 10% TOTAL BUILDING AREA OF HOTEL

SEABONAY

BEACH RESORT

ARCHITECT OF RECORD:
URVANX Inc.
Architecture - Interior Design
4981 SW 74th Court
Miami, FL 33155
PH: 305.615.2943

STRUCTURAL ENGINEER:
STRUCTURES INTERNATIONAL, INC.
7501 Wiles Road, Suite 106-B
Coral Springs, Florida 33067
PH: 954.227.1512
FAX: 954.227.6633

OWNER:
1159 LLC.
1159 Hillsboro Mile
Hillsboro Beach, Florida 33062
PH: XXX
FAX: XXX

MEP ENGINEER:
STEVEN FELLER, P.E., LLC.
500 N.E. 3rd Avenue
Fort Lauderdale, Florida 33301
PH: 954.467.1402
FAX: 954.467.5752

7440 SW 50th TER STE 102
Miami, FL 33155
786.615.2943 O
AA26002656
IB26001472

URVANX

Carlos J. Bravo, R.A. AR17584
Oscar Herrera, R.A. AR97980

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SEAL

IN MY PROFESSIONAL JUDGEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE PLANS AND SPECIFICATIONS CONTAINED HEREIN COMPLY WITH ALL APPLICABLE BUILDING CODES.

Seabonay Beach Resort

1159 Hillsboro Mile
Hillsboro Beach, Florida 33062

1159 LLC
1159 Hillsboro Mile
Hillsboro Beach, Florida 33062

PERMIT SET

REVISIONS

No.	Description	Date

COVER

SHEET TITLE

DATE 04.02.2018
DRAWN BY A.V.
REVIEWED BY C.J.B.

PROJECT NUMBER
1718

SHEET A-000

TRAFTECH
ENGINEERING, INC.

May 8, 2021

Debbie M. Orshefsky, Esq.
Holland & Knight
515 East Las Olas Boulevard
Suite 1200
Fort Lauderdale, Florida 33301

Re: The Hillsboro Resort (f/k/a The Seabonay Hotel) – 1159 Hillsboro Mile

Dear Debbie:

Per your request, Traf Tech Engineering, Inc. determined the trip generation impacts associated with a proposed restaurant within The Hillsboro Resort. The proposed restaurant will serve as ancillary use to the hotel for the benefit of hotel guests. According to the Institute of Transportation Engineers (ITE) *Trip Generation Manual* (10th Edition), the trip generation rates for hotels assume restaurants. Moreover, ITE states that internal trips occur between hotel guests and the restaurant use during the typical morning and afternoon peak hours. Given that The Hillsboro Resort currently does not have a restaurant within its premises, the addition of a restaurant would reduce traffic impacts during the AM and PM peak hours.

Please give me a call if you have any questions.

Sincerely,

TRAF TECH ENGINEERING, INC.

Joaquin E. Vargas, P.E.
Senior Transportation Engineer

8400 N. University Drive, Suite 309, Tamarac, FL 33321 T: 954-582-0988 F: 954-582-0989

TOWN OF HILLSBORO BEACH
DEVELOPMENT REVIEW COMMENTS

Discipline:	Traffic Engineering
Reviewed by:	Diana White, P.E.
Review Date:	5/27/2021
Phone:	(954) 921-7781
Fax:	(954) 921-8807
Application:	Conditional Use for The Hillsboro Resort (Seabonay Hotel)- 1159 Hillsboro Mile

Comments Based on Submittal: Development Application dated 5/07/21, and traffic statement dated 5/08/21 prepared by TrafTech.

_____	No comments
X	Comments as follows or attached
_____	Approved with comment

---

1. Was a traffic study ever prepared for the current use of the hotel/resort? If it was; was the site vested for all the build out space when the site was approved, including the proposed special events area? If it was not, please provide a traffic impact statement that shows the additional traffic to be generated by the special events area.

2. Is the existing parking count sufficient to handle the current parking demand for the hotel/resort traffic and its employees as well as the future traffic being generated by the proposed special events area? Please provide a parking utilization study to support this.

_____ Date: May 27, 2021

Diana White. P.E
Assistant Director of Transportation & Mobility Department

Calvin Giordano & Associates

P:\Projects\2021\214197 Planning Services for Hillsboro Beach\Engineering\Reports\Traffic Reviews\The Hillsboro Resort\The Hillsboro Resort Conditional Use Traffic Review 5.27.21.docx

TRAFTECH
ENGINEERING, INC.

June 9, 2021

Debbie M. Orshefsky, Esq.
Holland & Knight
515 East Las Olas Boulevard
Suite 1200
Fort Lauderdale, Florida 33301

Re: The Hillsboro Resort (f/k/a The Seabonay Hotel) – 1159 Hillsboro Mile

Dear Debbie:

In response to the Town of Hillsboro Beach's traffic/parking impacts associated with the "special event space" in connecstion with the above-referenced 72-room hotel, we offer the following statement:

Given that the "special event space" is for the exclusive use of hotel guests, no new traffic impacts or parking needs are anticipted. Furthermore, this is supported by the Institute of Transportation Engineers (ITE) in their *Trip Generation Manual* (10th Edition). ITE states that Land Use 310 – Hotel provides supporting facilities such as restaurants and "meeting and banquet rooms".

Based on the above, the 2,011 square feet designated for special events at The Hillsboro Resport is not anticipated to generate new vehicle trips or parking needs.

Please give me a call if you have any questions.

Sincerely,

TRAF TECH ENGINEERING, INC.

Joaquin E. Vargas, P.E.
Senior Transportation Engineer

8400 N. University Drive, Suite 309, Tamarac, FL 33321 T: 954-582-0988 F: 954-582-0989

TOWN OF HILLSBORO BEACH
DEVELOPMENT REVIEW COMMENTS

Discipline:	Traffic Engineering
Reviewed by:	Diana White, P.E.
Review Date:	6/15/2021
Phone:	(954) 921-7781
Fax:	(954) 921-8807
Application:	Conditional Use for The Hillsboro Resort (Seabonay Hotel)- 1159 Hillsboro Mile

Comments Based on Submittal: Traffic statement dated 6/09/21 prepared by TrafTech.

_____	No comments
X	Comments as follows or attached
_____	Approved with comment

---

1. Was a traffic study ever prepared for the current use of the hotel/resort? If it was; was the site vested for all the build out space when the site was approved, including the proposed special events area? If it was not, please provide a traffic impact statement that shows the additional traffic to be generated by the special events area.
   HKLAW Response June 9th, 2021: *The hotel is a legally existing non-conforming use which has been under renovation pursuant to a series of building permits issued by the Town for interior and exterior improvements. The proposed Special Event Space, a 2011 square foot room on the second floor of the hotel, will be used exclusively by hotel guests, therefore, no additional traffic than that already permitted by the current hotel use will be generated.*
   CGA Response June 11, 2021: Addressed, based on the Hillsboro Resort Special Event Memorandum dated June 09, 2021 and prepared by TrafTech Engineering, The Institute of Transportation Engineers (ITE) in their Trip Generation Manual (10th Edition) Land Use 310 is defined by Hotel that provides supporting facilities such as restaurants and "meeting and banquet rooms"; therefore no new traffic impacts are anticipated.

2. Is the existing parking count sufficient to handle the current parking demand for the hotel/resort traffic and its employees as well as the future traffic being generated by the proposed special events area? Please provide a parking utilization study to support this.
   HKLAW Response June 9th, 2021: *As noted above, the existing hotel use is a legally existing non-conforming use under renovation, therefore, no parking demand study was required or provided. Since the Special Event Space will be used exclusively by hotel guests, no additional parking is required or provided. In addition, the Town Code does not have a parking rate for hotels, as hotel use is not permitted in the Town unless, as here, the use is a legally existing non-conforming use.*
   CGA Response June 15, 2021: Understood, however; even though The Institute of Transportation Engineers (ITE) in their Trip Generation Manual (10th Edition) defines Land Use: 310 Hotel, as a place of lodging that provides sleeping accommodations and supporting facilities such as a full-service restaurant, cocktail lounge, meeting rooms, banquet rooms, and convention facilities,

The same ITE in their Parking Generation Manual (5th Edition) emphasizes that the parking demand for the same land use <u>may be related</u> to the presence of supporting facilities such as convention facilities, restaurants, meeting/banquet space, and other retail. In this case, we have an existing facility without a kitchen and without a special events area, even though the applicant states that the proposed supporting facilities will be for the sole use of hotel guests, these additional supporting facilities will make the hotel a more attractive facility to additional guests/employees. Please provide a parking demand study for the existing hotel accommodating the proposed two supporting facilities. The methodology for the parking study should be discussed in advance.

Date: June 18, 2021

Diana White. P.E
Assistant Director of Transportation & Mobility Department

Calvin Giordano & Associates

FIRST AMENDED DEVELOPMENT ORDER OF THE TOWN OF HILLSBORO BEACH, FLORIDA

APPLICANT: BNH IV HM TRI, LLC, a Florida Limited Liability Company

FOR PROPERTY LOCATED AT: 1159 Hillsboro Mile, Hillsboro Beach, FL 33062

DATE OF BOARD MEETING: September 13, 2022

TYPE OF ACTION SOUGHT:

Conditional Use Approval to permit a Restaurant with Beer, Wine and Alcoholic Beverage Service within the Hillsboro Beach Resort.

LEGAL DESCRIPTION: SEA BONAY BEACH RESORT 140-8 B PARCEL A

THIS MATTER came to be heard before the Board of Zoning Appeals of the Town of Hillsboro Beach, Florida on September 13, 2022 as a result of the Applicant seeking an amendment to the Development Order entered on July 6, 2021. The Board having considered the action sought by the Applicant and heard testimony from the Town's planning consultant, the applicant and the public. After reviewing the record and hearing the sworn testimony of the witnesses, the Board determines as follows:

1. The Applicant's application for an amendment to the Conditional Use approval is hereby:

   [X] **GRANTED**

   [ ] **DENIED:**

   With the following condition(s):

   a. The Conditions of the Development Order of July 6, 2021 are ratified and confirmed.

   b. Effective October 1, 2022, in addition to being open for hotel guests, the Restaurant and Bar shall be opened to Hillsboro Beach residents and their guests. The Hillsboro Beach resident use of the Restaurant and Bar shall be approved for one year and extension of the use by Hillsboro Beach residents shall be reviewed by the Town Commission at its first meeting in September, 2023. Proof of residency will be required in the form of a Florida driver's license, voter's registration, or utility bill. Residents will be issued a membership card by the Property Owner.

2. This Order shall take effect immediately upon issuance by the Chair.

3. All further development on the property shall be made in accordance with the terms and conditions of this Development Order.

DATED: September 20, 2022

Deborah L. Tarrant

DEBORAH L. TARRANT, CHAIR

TOWN OF HILLSBORO BEACH FLORIDA

TOWN OF HILLSBORO BEACH SEAL FLORIDA

{00538506.1 1182-0606490 }

SECOND AMENDED DEVELOPMENT ORDER OF THE TOWN OF HILLSBORO BEACH, FLORIDA

APPLICANT: BNH IV HM TRI, LLC, a Florida Limited Liability Company

FOR PROPERTY LOCATED AT: 1159 Hillsboro Mile, Hillsboro Beach, FL 33062

DATE OF BOARD MEETING: October 4, 2022

TYPE OF ACTION SOUGHT:

Amendment to the Conditional Use Approval dated July 6, 2021 to permit a Restaurant with Beer, Wine and Alcoholic Beverage Service within the Hillsboro Beach Resort.

LEGAL DESCRIPTION: SEA BONAY BEACH RESORT 140-8 B PARCEL A

THIS MATTER came to be heard before the Board of Zoning Appeals of the Town of Hillsboro Beach, Florida on October 4, 2022 as a result of the Applicant seeking an amendment to the Development Order entered on July 6, 2021 and the First Amended Development Order dated September 13, 2022. The Board having considered the action sought by the Applicant and heard testimony from the Town's planning consultant, the applicant and the public. After reviewing the record and hearing the sworn testimony of the witnesses, the Board determines as follows:

1. The Applicant's application for a second amendment to the Conditional Use approval is hereby:

   [X] **GRANTED**

   [ ] **DENIED:**

   With the following condition(s):

   a. The Conditions of the Development Order of July 6, 2021 and the First Amended Development Order dated September 13, 2022are ratified and confirmed.

   b. Effective October 1, 2022, in addition to being open for hotel guests, the Restaurant and Bar shall be opened to Hillsboro Beach residents and their guests. The Hillsboro Beach resident use of the Restaurant and Bar shall be approved for one year and extension of the use by Hillsboro Beach residents shall be reviewed by the Town Commission at its first meeting in September, 2023. Proof of residency will be required in the form of a Florida driver's license, voter's registration, or utility bill. All Residents shall be required to make reservations in advance of any dining experience at the Restaurant and Bar. Prior to any use of the Hotel Restaurant and Bar, residents shall be issued a membership card by the Property Owner. All payments made by Hillsboro Beach residents shall be made to the Member Master List on file at

the hotel as credit cards shall not be accepted at the time of any dining experience at the Restaurant and Bar.

c. The internal space labelled BOH/ Office shall be available but limited to only hotel sponsored events. The hotel sponsored events shall be limited solely to hotel guests and held only between the hours of 8am -10pm Sunday through Thursday and 8am -12am Friday through Sunday.

2. This Order shall take effect immediately upon issuance by the Chair.
3. All further development on the property shall be made in accordance with the terms and conditions of this Development Order.

DATED: October 11, 2022

Deborah L. Tarrant

DEBORAH L. TARRANT, CHAIR

TOWN OF HILLSBORO BEACH FLORIDA

TOWN OF HILLSBORO BEACH SEAL FLORIDA

THIRD AMENDED DEVELOPMENT ORDER OF THE TOWN OF HILLSBORO BEACH, FLORIDA

APPLICANT: BNH IV HM TRI, LLC, a Florida Limited Liability Company

FOR PROPERTY LOCATED AT: 1159 Hillsboro Mile, Hillsboro Beach, FL 33062

DATE OF BOARD MEETING: November 1, 2022

TYPE OF ACTION SOUGHT:

Amendment to the Conditional Use Approval dated July 6, 2021 to permit a Restaurant with Beer, Wine and Alcoholic Beverage Service within the Hillsboro Beach Resort.

LEGAL DESCRIPTION: SEA BONAY BEACH RESORT 140-8 B PARCEL A

THIS MATTER came to be heard before the Board of Zoning Appeals of the Town of Hillsboro Beach, Florida on November 1, 2022 as a result of the Applicant seeking an amendment to the Development Order entered on July 6, 2021, the First Amended Development Order dated September 13, 2022, and the Second Amended Development Order dated October 4, 2022. The Board having considered the action sought by the Applicant and heard testimony from the Town's planning consultant, the applicant and the public. After reviewing the record and hearing the sworn testimony of the witnesses, the Board determines as follows:

1. The Applicant's application for a third amendment to the Conditional Use approval is hereby:

   [X] **GRANTED**

   [ ] **DENIED:**

   With the following condition(s):

   a. The Conditions of the Development Order of July 6, 2021, the First Amended Development Order dated September 13, 2022 and the Second Amended Development Order dated October 4, 2022 are ratified and confirmed.

   b. For a period of one (1) year from the date of this Development Order, the Resort may conduct a maximum of twenty-four (24) Special Events per year. For the months of November and December 2022, the Resort shall be allowed a maximum of four (4) Special Events. The Special Events subject to this frequency limitation shall not include Special Events which are business or non-social events (corporate retreats and the like) involve no live or amplified music and are scheduled between the hours of 8am and 4pm.

c. During all Special Events, the Resort shall hire two (2) off-duty police officers to monitor and if necessary, control, vehicular access at the Resort driveway to mitigate queuing on A1A at the Resort driveway and patrol the building and premises. The Special Events subject to the requirement for off-duty police officers shall not include Special Events which are business or non-social events, involve no live or amplified music and are scheduled between the hours of 8am and 4pm.

d. The maximum number of attendees at any Special Event at the Resort shall not exceed 65 attendees.

e. All Special Events will be conducted within the Special Event Space identified on the second floor of the Resort Site Plan submitted with the May 12, 2022 application for amendment to conditional use.

f. Special Events may only be conducted during the following times: 8am-10pm Sunday -Thursday and 8am-12am Friday-Saturday.

g. The Town Manager will be advised of an upcoming Special Event at least 7 calendar days before the scheduled Special Event and may send the Town Fire Marshal and may send a Town Code Enforcement Officer or other Town officials to perform a site visit during any Special Event and confirm compliance with the conditions of this Conditional Use for Special Events by completing the attached Special Event Checklist and submitting it to the Town Manager and the Resort within 3 business days subsequent to any Special Event which the Code Enforcement Officer or other Town official attends. The Special Events subject to the requirement for attendance by a Town Code Enforcement Officer shall not include Special Events which are business or non-social events, involve no live or amplified music and are scheduled between the hours of 8am and 4pm. The costs incurred by the Town for the Town Code Enforcement Officer or the Town official attending any Special Event will be paid by the Resort. In the event a completed and submitted Special Event Checklist reveals failure to comply with these conditions at two (2) Special Events in a calendar year, the Town Manager will place an item on the Town Commission agenda for the Town Commission to consider whether to temporarily or permanently revoke the Conditional Use approval for Special Events or impose additional conditions to address the incidence of non-compliance; the record title owner of the Resort will be provided a minimum of fifteen (15)calendar days' notice prior to the date of any such Town Commission hearing. In the event the Town Commission passes a resolution terminating the Conditional Use approval for Special Events, any Special Events already scheduled to occur during the upcoming eighteen months (18) will be permitted to occur as scheduled. A list of Special Events previously scheduled shall be provided no later than three (3) calendar days subsequent to the date of termination. However, no new Special Events shall be scheduled

subsequent to the date of termination. After the first infraction of any condition, a warning will be issued to the record title owner of the Resort.

h. The Town Commission shall re-evaluate the conditions of approval of this Conditional Use for Special Events at its regularly scheduled meeting during the month of December 2023, and annually thereafter.

i. The nature of the Special Event shall be identified on the Code Officer's or Town official's checklist.

j. Any Special Event held at the Resort shall not allow for a cash bar.

2. All further development on the property shall be made in accordance with the terms and conditions of this Development Order.

3. This Order shall take effect immediately upon issuance by the Chair.

DATED: November 16, 2022

Deborah L. Tarrant

DEBORAH L. TARRANT, CHAIR

TOWN OF HILLSBORO BEACH FLORIDA

CITY OF HILLSBORO BEACH SEAL FLORIDA

HILLSBORO BEACH RESORT

Calling all Members

The Hillsboro Beach Resort requests input from residents regarding the restrictions enforced by the Amended Development Orders by the Town of Hillsboro Beach. HBR requests your feedback as we consider returning to the town to request a commission vote for these development orders to be removed.

Your information may be shared only with the town. The resort is not asking to change hours of operation for dining or special events, hotel and event space capacity, or additional parking allowances.

Furthermore, the Town of Hillsboro Beach already has an adopted code of ordinances for the Town, which all residents and property owners must abide by. The HBR owners, management, and guests feel that these stringent development orders and conditions are shackles that limit the ability for prosperity and viability as a luxury resort designation.

Our luxury resort designation represents lasting benefits to the Town of Hillsboro Beach. The HBR owners and management also feel they are not treated fairly compared to the special events bookings, lodging, and dining services fully operational and not restricted at the private member-only, not-for-profit Hillsboro Club. HBR requests to be treated fairly in this regard.

How You Can Help

Your support is important! Please complete the information below if you would like further information on the Hillsboro Beach Resort request to remove all conditional use restrictions and development orders:

Your Information will NOT be shared publicly. Please click below.

HILLSBORO BEACH
RESORT

Current Conditional Uses allowed per Development Orders

Below is a summary of the restrictions imposed on the Hotel, hindering its ability to thrive in Hillsboro Beach. For additional information and all development orders for reference, please refer to the www.townofhillsborobeach.com

1. The restaurant is not allowed to have an actual bar area and would like to offer a bar area for dining and special events.
2. The Owner/Operator of the Resort can provide hotel-sponsored events only for guests staying in the resort as allowed by the previously approved conditional use permit.
   a. The resort must contact the Town staff within three working days to determine if an off-duty police officer is required.
   b. Only 24 "special events" for a maximum of 65 guests are allowed at the resort for a one year term, beginning in January until the end of 2022.
   c. Cash or direct charges to credit cards for bar beverages, including liquor, beer, and wine, are not allowed.
   d. The hours of operation are limited to 8 am-10 pm Sunday-Thursday and 8 am-12 am Friday-Saturday.
   e. For any hotel special event, the owner must contact the Town staff within seven working days to determine if an off-duty police officer is required.
   f. The resort must hire (2) off-duty police officers to monitor and, if necessary, control vehicular access at the Resort driveway to mitigate queuing on A1A and patrol the building premises.
   g. The Resort must advise the Town Manager of an upcoming special event at least seven calendar days before the scheduled special event.
   h. Town Code Enforcement Officer or an assigned representative is required to perform a site visit during any Special Event to ensure compliance and to complete the required Special Event Checklist.
3. Hotel-sponsored events are only permitted Sun/Thurs 8 am-10 pm Fri/Sat 8 am-12 am.
4. Hotel non-social events time restriction to 8AM-4PM.

***The resort has been granted one warning if it fails to comply with the above rules and regulations, followed by an appearance before the town commission.*

References

Amendment to Conditional Use for Hillsboro Resort, 1159 Hillsboro Mile
Development Order: November 1, 2022
Amendment to Conditional Use for Hillsboro Resort, 1159 Hillsboro Mile
Development Order: October 2, 2022
Amendment to Conditional Use for Hillsboro Resort, 1159 Hillsboro Mile
Development Order: July 6, 2021
September 13, 2002, Commission Hearing
Request: Amendment to Approved Conditional Use for Special Event Space for Hillsboro Resort, 1159 Hillsboro Mile, November 1st, 2022.
TriTech Engineering; Parking Needs for the Hillsboro Resort: Trip Generation Analysis

May 2022: The Hotel parking consists of 77 spaces plus an additional eight valet spaces, providing 85 spaces onsite. Based on the TrafTech Study, dated May 2022, the Hillsboro Beach Resort only requires 54 parking spaces to accommodate its peak parking demand. Current parking needs for the Hillsboro Resort were determined by collecting actual parking counts during the 2022 peak season (January-March). The trip generation analysis determined that the hotel had a monthly average of 544 parked cars, with a daily average of 22.8 cars daily. This amounted to a daily average parking capacity utilization rate of 27%.

Name Ralph Squaglia

Address 1170 Hillsboro Mile Unit 102

Phone 847 338-3012

Email resquaglia@gmail.com

Do you support the Hillsboro Beach Resort returning to the commission requesting a vote to remove all conditional use restrictions and development orders?

☑ YES ☐ No

If No:

Would you like further information on the Hillsboro Beach Resort request to remove all conditional use restrictions and development orders?

☑ YES ☐ No

Please submit this to the resort front desk.

If you prefer to respond digitally, please scan the QR code below:

Name Judy Hitchmough

Address 1221 Hillsboro Mile, Hillsboro Beach 44A

Phone 847-702-1089

Email judyhitchmough@gmail.com

Do you support the Hillsboro Beach Resort returning to the commission requesting a vote to remove all conditional use restrictions and development orders?

☒ YES ☐ No

If No:

Would you like further information on the Hillsboro Beach Resort request to remove all conditional use restrictions and development orders?

☐ YES ☒ No

Please submit this to the resort front desk.

If you prefer to respond digitally, please scan the QR code below:

Name DOMINIC J. MONACO

Address 1221 HILLSBORO MILE 26A

Phone 203-640-0035

Email CUCUZZAMAN@YAHOO.COM

Do you support the Hillsboro Beach Resort returning to the commission requesting a vote to remove all conditional use restrictions and development orders?

☒ YES ☐ No

If No:

Would you like further information on the Hillsboro Beach Resort request to remove all conditional use restrictions and development orders?

☐ YES ☐ No

Please submit this to the resort front desk.

If you prefer to respond digitally, please scan the QR code below:

Name LINDA J. MONACO

Address 1221 HILLSBORO MILE -26A

Phone 203-640-6131

Email LINDAJMONACO49@YAHOO.COM

Do you support the Hillsboro Beach Resort returning to the commission requesting a vote to remove all conditional use restrictions and development orders?

☒ YES ☐ No

If No:

Would you like further information on the Hillsboro Beach Resort request to remove all conditional use restrictions and development orders?

☐ YES ☐ No

Please submit this to the resort front desk.

If you prefer to respond digitally, please scan the QR code below:

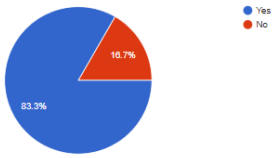
Timestamp	Your Name	Mailing Address	Phone Number	Email Address	Do you support the Hillsb	Would you like further information on the Hillsboro Beach Resort request to remove all conditional use restrictions and development orders?
3/16/2023 15:27:37	Urban Bridgett	1154 Hillsboro Mile Unit 12	3303602225	bridgetturban@yahoo.co	Yes	
3/16/2023 15:34:22	Roberto Pettinato	1212 Hillsboro Mile 9 Hillsboro Beach FL	5615047055	parmamoto@yahoo.com	Yes	
3/16/2023 15:36:50	Booth	1194 Hillsboro Mile , Hillsboro Beach 33062	5714491117	bbooth7112@verizon.net	No	No
3/16/2023 15:38:35	Gabriella	1149 hillsboro mile	5148803690	gabriella.gerbasi@hotma	Yes	
3/16/2023 16:19:02	James C. Muffoletto	4958 Tonawanda Creek Road	7166921949	muffolettto@msn.com	Yes	
3/16/2023 16:28:42						Yes
3/16/2023 16:31:44	Scott Dewar	1237 Hillsboro Mile, Suite 201 Hillsboro Beach, Florida 3306	9544260131	ws_dewar@yahoo.ca	Yes	
3/16/2023 16:41:18	Lisa Goodlin	1169 Hillsboro Mile	7542153680	Lgoodlin54@gmail.com	Yes	
3/16/2023 18:20:44	Heather Cassels	8 Cotswold cresent Toronto Ontario canada	416-424-8889	hacassels@hotmail.com	Yes	
3/16/2023 18:37:58						Yes
3/16/2023 19:08:38					No	Yes
3/17/2023 9:58:54	Goldman Eugene	1167 Hillsboro mile apt 205 Hillsboro beach	2679687457	Emlagol @yahoo . Com	Yes	
3/17/2023 10:02:21	Kara Bonci	1150 Hillsboro Mile #514	9144948048	kara_bonci@yahoo.com	Yes	
3/17/2023 10:08:26	mark Barry	1160 Hillsboro Mike	7322450701	markdbarry777@gmail.c	Yes	
3/19/2023 16:32:29	Marlene Davidowitz	1155 Hillsboro Mile Unit 402	9542959368	delicasea522@gmail.con	Yes	
3/20/2023 14:30:27	Jack Cunniff	cunniffjk@gmail.com	5712457226		Yes	
3/21/2023 8:38:01	Nancy and John flathe	1155 Hillsboro mile	9549998835	Nancyflathe @gmail.com	Yes	
3/22/2023 17:56:46	Lucia Degrezia	1167 Hillsboro mile 316 Hillsboro beach, Fl 33062	5614050689	Lucy.Degrezia@gmail.co	Yes	
3/23/2023 17:24:05	Cathy Pullo-Bilasz	1160 Hillsboro Mile APT 406 Hillsboro Beach, FL 33062	917-670-3375	fatcat57@msn.com	Yes	
3/23/2023 17:30:03					Yes	
3/23/2023 17:49:48					Yes	
3/23/2023 18:01:59	Max Amichai Heppner	1147 Hillsboro Mile Apt. 415	4104912108	maxbheppner@gmail.co	Yes	
3/23/2023 19:39:24	Paul Gould	1150 Hillsboto Mile #1101 Hillsboro Mile. Hillsboro Beach Fl	2489096258	sugargould@aol.com	Yes	
3/23/2023 19:47:21	Kara Bonci		9144948048	Kara_bonci@yahoo.com	Yes	
3/23/2023 20:24:31	Melinda Kodz	1167 Hillsboro Mile 409	203 577-7166	Mindyako@aol.com	Yes	
3/23/2023 21:15:07	Cathy sanchez	619 Linda Ave	9147142683	Cmtsanchez@gmail.com	Yes	
3/23/2023 21:36:47	Timothy Bonci	1150 Hillisboro Mile Apt. 514	9142242974	tbonci@yahoo.com	Yes	
3/23/2023 22:26:51	Charles Fay	1161 Hillsboro Mile, Hillsboro beach, FL 33062				Yes
3/23/2023 22:46:30	Marlene Davidowitz	1155 Hillsboro Mile 402	19542959368	delicasea@comcast.net	Yes	
3/24/2023 7:27:20	Jack Torgow	1236 Hillsboro Mile B1 Unit 406 Hillsboro Beach, FL 33062	9546096377	jack.torgow@gmail.com	Yes	
3/24/2023 9:38:26	Ellen Simpson	1212 Hillsboro Mile	508-801-4545	ellenkettlecove@gmail.c	Yes	
3/24/2023 9:42:40	mark Barry	1160 Hillsboro Mile	7322450701	markdbarry777@gmail.c	Yes	
3/24/2023 13:09:13	Ian Lalli	Ian Lalli	2152625411	liran@aol.com	Yes	
3/29/2023 15:07:26	Melinda Kodz	1167 Hillsboro Mile 409 Hillsboro Beach Fl 33062	203 577-7166	mindyako@aol.com	Yes	
3/29/2023 15:19:38	Scott Goss	1167 Hillsboro Mile #112 Hillsboro Beach, FL 33062	7036271220	scottgoss@gmail.com	Yes	
3/29/2023 15:21:25	Christopher J. Palen	1069 Hillsboro Mile Apt 101	7039994659	palencj@gmail.com	Yes	
3/29/2023 15:38:07						Yes
3/29/2023 15:51:59	Mary O' Neill	1237 Hillsboro Mile Hillsboro Beach Fl33062	9179712535	Frances5406@optonline.	Yes	
3/29/2023 18:40:29	Janet ryder	1155 Hillsboro Mile Apt 410 Hillsboro beach FL 33062	9547908800	ryderjanet62@gmail.com	Yes	
3/30/2023 10:05:33	Angelo gurino	1228hillsboro mile hillsboro beach	3473223614	Angelogurino@gmail.con	Yes	
3/30/2023 11:01:20	Heather Cassels	8 Cotswold cresent Toronto, Canada m2p 1m9	416-414-8889	hacassels@hotmail.com	Yes	
3/30/2023 19:31:10	Lisa Goodlin	1169 Hillsboro Mile, Hillsboro Beach Fl. 33062	17542153680	lgoodlin54@gmail.com	Yes	
3/31/2023 14:02:02	Dieter Boehm	P.O. Box 36789	3135758993	dietrichgratz@gmail.com	Yes	
4/9/2023 13:11:33	Mary Beth Leetch	1237 Hillsboro mile	9178597492	Mblerr@aol.com	Yes	
4/13/2023 15:30:20	Joseph D Polizzi	1161 Hillsboro Mile, Apt 402	6317748447	polizzi75@gmail.com	Yes	
4/13/2023 15:31:17	Gabriella Gerbasi	1149 Hillsboro Mile	514-880-3690	gabriella.gerbasi@hotma	Yes	
4/13/2023 15:55:20	Yes		215 6053421	Yes	Yes	
4/13/2023 16:28:36	Lori Andrus	1255 Hillsboro mile 110 Hillsboro beach	9546953402	Lori.andrus@wnco.com	Yes	
4/13/2023 16:35:19	Christopher J. Palen	1069 Hillsboro Mile, Hillsboro Beach, FL 33062	7039994659	palencj@gmail.com	Yes	
4/13/2023 16:58:38	Marlene Davidowitz	1155 Hillsboro Mile 402	19542959368	delicasea@comcast.net	Yes	
4/13/2023 17:16:17	David Bates	1155 Hillsboro Mile		david@davidbates.com	No	Yes
4/13/2023 19:53:00	Ellen Simpson	1212 Hillsboro Mile	5088014545	ellenkettlecove@gmail.c	Yes	
4/14/2023 8:27:01	Esta sanfilippo	1155 Hillsboro Mile, #201, Hillsboro Beach, FL 33062	7188128408	Esta_sanfilippo@hotmail	Yes	
4/14/2023 8:46:30	Cedric Miller	1221 Hillsboro mile Unit 23A	9058443673	ahoyjan@aol.com	Yes	
4/14/2023 10:05:03	James C Muffoletto	1149 Hillsboro Mile 906 N	7168709697	muffoletto@msn.com	Yes	
4/14/2023 13:37:18	Jack Torgow	1236 Hillsboro Mile, B1 Unit 406 Hillsboro Beach, Fl 33062	954-609-6377	jack.torgow@gmail.com	Yes	
4/17/2023 14:28:19					Yes	
5/2/2023 20:18:52	Beth Neuman	1155 Hillsboro Mile, Hillsboro Beach FL	561-452-1145	whitewalltall@gmail.com	No	Yes

Timestamp	Your Name	Mailing Address	Phone Number	Email Address	Do you support the Hillsb	Would you like further information on the Hillsboro Beach Resort request to remove all conditional use restrictions and development orders?

Do you support the Hillsboro Beach Resort returning to the commission requesting a vote to remove all conditional use restrictions and development orders?

Copy

12 responses

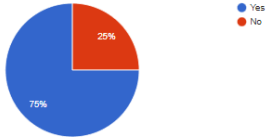


We would like to understand your concerns.

Would you like further information on the Hillsboro Beach Resort request to remove all conditional use restrictions and development orders?

Copy

4 responses



The second question was ONLY available to those who selected "NO"
for the first question.

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

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

Agenda Item Cover Memo

Agenda Item: ILA for Solid Waste Disposal and Recycling

Submitting Dept: Town Manager

Agenda Date: April 25, 2023

1. BACKGROUND / HISTORY

The County along with the municipalities have been jointly working to develop a framework to handle the disposition of solid waste and the processing of recycled materials, with the ultimate goal of zero waste terminating in landfills. This Solid Waste Task Force has been working toward this goal for multiple years, and with the help of consultants has identified the waste and recycling stream quantities, evaluated the different governing possibilities, and developed a path forward to an functional organization.

The Task Force voted to create a Solid Waste Authority, which will have its own separate and legal authority to establish, operate and maintain the waste and recycling system. The Authority will establish its own tipping fees, special assessments, and other revenue sources to ensure the sustainability of the Authority.

The Authority will be governed by a Governing Board, an Executive Committee, Technical Advisory Committee (TAC) and an Executive Director. The Governing Board will consist of one official from each participating city. The Executive Committee will consist of 11 members, where two of the members will represent the smallest 1/3 of the cities, and each city may appoint someone to the Technical Advisory Committee.

2. CURRENT ACTIVITY

To participate in the County-wide Solid Waste Authority, the Town must adopt the attached Interlocal Agreement, and agree to the estimated annual special assessment of approximately $2,700. It is also understood that to participate, the Town would send all of its solid waste and recycling to the Authority. This would likely have to be negotiated with our solid waste hauler, Waste Pro, as the Town would now dictate where the material is to be disposed.

3. FINANCIAL IMPACT

This agreement will be funded from the general fund at an annual cost estimated at $2,700.

4. RECOMMENDATION

Approval of the Interlocal Agreement is recommended.

RESOLUTION NO. 2023-24

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA, AS AMENDED; 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 Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida, as amended.

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 is 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 Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida, as amended. A copy of the Agreement is attached hereto as Exhibit “A”.

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

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

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

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

ADOPTED by the Town Commission of the Town of Hillsboro Beach, Florida this ____ day of _____ 2023.

TOWN OF HILLSBORO BEACH, FLORIDA

_____
Irene Kirdahy, Mayor

ATTEST:

_____
Sherry D. Henderson, CMC
Town Clerk

RECORD OF TOWN COMMISSION VOTE:
RESOLUTION NO. 2023-24

MAYOR IRENE KIRDAHY	_____
VICE MAYOR BARBARA BALDASARRE	_____
COMMISSIONER JANE REISER	_____
COMMISSIONER VINNIE ANDREANO	_____
COMMISSIONER DAVID A. RAVANESI	_____

INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA

This Agreement ("Agreement") is among Broward County, a political subdivision of the State of Florida ("County"), and the municipalities in Broward County that formally approve this Agreement pursuant to its terms and return an executed signature page (each, individually, a "Municipal Party" and collectively, the "Municipal Parties") (collectively, the "Parties" and each individually a "Party").

ARTICLE 1. RECITALS AND FINDINGS OF FACT

1.1. Mission Statement. To protect the long-term public health, safety, and welfare of the residents of the Municipal Parties and County, the Parties commit to working together collaboratively through the creation of an independent legal entity known as the "Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida" (the "Authority"), the purpose of which is to develop and implement a long-term, environmentally sustainable, transparent, innovative, and economically efficient plan and approach to disposal, reduction, recycling, and reuse of waste generated in Broward County.

1.2. Goals of the Authority. The Authority will (a) encourage recycling, reduction, and reuse, in order to divert Authority Solid Waste (defined below) from landfills, seeking to ultimately reach zero waste, (b) support regional solutions with other counties with priority being given to the needs and goals of the Parties, (c) conduct comprehensive public education campaigns, and (d) engage in and/or support research and development into disposal, reduction, recycling, reuse, and utilization of the latest technology to create a sustainable and resilient Authority Solid Waste disposal and Recyclable Materials (defined below) processing system. In connection with these goals, the Authority should consider and evaluate all existing permitted facilities and properties within Broward County with the appropriate entitlements and land uses, seeking to ultimately reach zero waste in order to meet its goals and objectives. The Authority may offer the Parties collection and hauling services for Authority Solid Waste and Recyclable Materials; however, ultimate responsibility for providing such services shall remain with each local government in Broward County.

1.3. Reservation of Powers. The Parties, individually and collectively, find that no municipal or County powers or functions are being transferred by this Agreement or by the creation of the Authority as a separate legal entity as described in Section 163.01, Florida Statutes. Each Party retains ultimate responsibility within its jurisdiction for supervising waste and recycling as provided by applicable law. Consequently, the Parties find that the Authority serves a limited government function: to operate the System (defined below). The Parties further find that the Authority is not a mere instrumentality of County or of the Municipal Parties. Except for such matters expressly stated in this Agreement, neither County nor the Municipal Parties shall maintain operational control hindering the Authority's status as an independent and separate legal entity.

1.4. Other Critical Operations Not Addressed by this Agreement. The continuation of this Agreement is contingent on (a) a Master Plan (defined below) being ratified by the Authority, and (b) approval of an amendment to this Agreement by the Parties, both as detailed below. The purpose of the Master Plan and the contemplated amendment to this Agreement is to: (a) provide further specificity regarding the Authority's operations that the Parties have elected to address after the Effective Date (defined below), and (b) resolve other critical issues related to the Authority's creation and reflect such consensus as may exist or be formed concerning operations and related responsibilities, liabilities, or other commitments once the Parties determine the precise operations that will be undertaken, and facilities that will be owned, by the Authority.

ARTICLE 2. DEFINITIONS

2.1. **Authority Solid Waste** means garbage, rubbish, trash, refuse, or other discarded material resulting from the operation of residential, commercial, governmental, or institutional establishments in Broward County that would normally be collected, processed, and disposed of through a public or private solid waste management service. Unless excluded by the Master Plan, this term includes tropical storm debris, hurricane debris, all other storm debris, yard waste, bulk trash, white goods (including, without limitation, large household appliances, refrigerators, stoves, washing machines, drying machines, microwave ovens, and water heaters), manure, and construction and demolition debris. The term does not include the following: solid waste from industrial, agricultural, or mining operations (other than construction and demolition debris); sludges; solids or dissolved materials in domestic sewage, or other significant pollutants in water resources, including, without limitation, silt, dissolved or suspended solids in industrial wastewater effluents, or dissolved materials in irrigation return flows; any nuclear source or byproduct materials regulated under Chapter 404, Florida Statutes, or under the Federal Atomic Energy Act of 1954, as amended; Recovered Materials (defined below); Hazardous Materials (defined below); or any waste deemed unacceptable in the Master Plan.

2.2. **Broward Tonnage** means the total amount of System Waste (defined below) generated in each Municipal Party's jurisdiction and in the unincorporated areas of Broward County. When accurate data for System Waste is not available, the Governing Board (defined below) may by majority vote elect to approximate the total amount of System Waste by using population figures based on the most recent Bureau of Economic and Business Research – University of Florida report or any other reasonable source of population data it deems appropriate.

2.3. **Executive Committee** means the body described in Section 6.3, composed of members of the Governing Board and granted the powers described in Section 8.3.

2.4. **Governing Board** means the primary governing body of the Authority as described in Section 6.2 and granted the powers described in Sections 8.1 and 8.2.

2.5. **Hauler** means a person or entity engaged in the collection, transportation, or delivery of System Waste pursuant to an agreement with, or authorization granted by, any Party or the Authority.

2.6. **Hazardous Materials** means any waste, debris, substance, constituent, object, or material that: (a) is determined to be hazardous, toxic, corrosive, reactive, ignitable, explosive, radioactive, infectious, carcinogenic, teratogenic, or mutagenic (collectively, "Hazardous"), pursuant to the Broward County Charter, Chapter 27 of the Broward County Code of Ordinances, Florida Statutes Chapter 403, Chapter 62-730 of the Florida Administrative Code, the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901, et seq., the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. § 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., 40 C.F.R. Parts 239 through 374, 40 C.F.R. Parts 700 through 799, 49 C.F.R. § 172.101, or any rule or regulation promulgated pursuant to the foregoing authorities; (b) is classified as "universal waste" pursuant to 40 C.F.R. Part 273; (c) is otherwise prohibited or determined to be Hazardous by applicable state or federal law; (d) is determined to be Hazardous at any time by the United States Environmental Protection Agency; (e) may cause damage to an Authority Solid Waste, Recyclable Materials, or Recovered Materials facility accepting the Hazardous Materials; or (f) otherwise poses a threat to public health or safety.

2.7. **Master Plan** means the master plan of operations document required to be adopted by the Authority for strategic and operational planning purposes, as well as describing the Authority's operations in detail and providing the comprehensive planning framework and strategic direction to manage System Waste, across Broward County, consistent with the Parties' responsibilities under applicable law.

2.8. **Recovered Materials** means metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the solid waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but the term does not include materials destined for any use that constitutes disposal. Recovered Materials, as described in this Agreement, are not included within the definition of Authority Solid Waste.

2.9. **Recyclable Materials** means those materials that are capable of being recycled and that would otherwise be processed or disposed of as Authority Solid Waste.

2.10. **System** means the collective arrangement of infrastructure and facilities overseen, owned, operated, acquired, or contracted for by the Authority and provided for in the Master Plan to manage System Waste.

2.11. **System Waste** means Authority Solid Waste, Recovered Materials, and Recyclable Materials, collectively, generated in any of the Parties' jurisdictions and/or from outside of Broward County and identified as acceptable waste to be accepted by the Authority in the Master Plan. This term does not include Hazardous Materials or any waste deemed unacceptable in the Master Plan.

ARTICLE 3. FORMATION

3.1. By this Agreement, the Parties are coordinating a joint management program for System Waste through the Authority, created as an independent and separate legal entity pursuant to, and consistent with, Sections 163.01, 403.706(11), (12), (15), and (19), and 403.713, Florida Statutes.

3.2. The Authority will have the power and duty to establish, operate, and maintain the System. This Agreement does not divest any Party of its ultimate authority or obligation to supervise the provision of services related to System Waste generated in its jurisdiction; none of the powers granted the Authority constitutes a transfer of powers or functions as addressed under Article VIII, Section 4, of the Florida Constitution.

3.3. Deadline to Adopt Initial Master Plan and Facilities Amendment. The Authority, through its Governing Board, must: (a) adopt a Master Plan pursuant to the requirements of Article 7, and (b) approve a proposed amendment to this Agreement (the "Facilities Amendment") that must subsequently be adopted by the Parties and that meets the procedural and substantive requirements of this section (the requirements under both subparts (a) and (b) are collectively "Formation Conditions"). If the Formation Conditions are not met within eighteen (18) months, plus any extension(s) of time approved pursuant to Section 3.3.1, after the Effective Date, this Agreement automatically terminates, and upon such automatic termination the Parties will only owe such duties to one another as expressly survive termination of this Agreement.

3.3.1. Extension. The Executive Committee may, by majority vote, extend the deadline to meet the Formation Conditions for up to an additional aggregate total of six (6) months. If the Executive Committee does not extend or has no further extension of the deadline available to it, the Governing Board may, by majority vote, extend the deadline by up to an additional twelve (12) months (i.e., beyond the six (6) month extension exercisable by the Executive Committee). In no circumstance will the deadline to meet the Formation Conditions, as extended, be more than thirty-six (36) months after the Effective Date.

3.3.2. Withdrawal. If and after the Governing Board approves the Facilities Amendment, the Authority shall provide written notice to each Municipal Party and to County. After receiving the Authority's notice, each Municipal Party's elected body shall have one hundred twenty (120) days to adopt a resolution approving the Facilities Amendment. A Municipal Party's failure to deliver to the Authority a resolution adopted by its elected body approving the Facilities Amendment within the one hundred twenty (120) day period will be deemed that Party's withdrawal from this Agreement. Except for provisions that survive expiration or termination of this Agreement, a Party that withdraws from this Agreement pursuant to this section will have no further rights, duties, or obligations hereunder, including, without limitation, that such Party will not have any representative on the Governing Board or the Executive Committee. Notwithstanding the foregoing, any Party that withdraws pursuant to this section will not be prevented from rejoining at a later date pursuant to Section 5.2.

3.3.3. Facilities Amendment; Required Contents. The Facilities Amendment must provide for the following:

3.3.3.1. A procedure and terms by which County may utilize facilities operated as part of the System (if any) that the Authority may own relating to the disposal of Authority Solid Waste if: (a) the Authority is no longer using the facility or has substantially reduced usage of the facility, resulting in a reduction of disposal capacity in Broward County, (b) such capacity is deemed necessary by County to fulfill its obligations under Section 403.706(1), Florida Statutes, and (c) County intends to operate such facility; and

3.3.3.2. A process to effectuate the orderly transfer of services being performed by the Authority and the transfer of assets of the Authority to a successor entity, or to County if County chooses to perform those services, if this Agreement is terminated or expires or if the Authority is dissolved (collectively "Wind Down"), including detailed processes addressing:

3.3.3.2.1. The disposition and/or transfer of reserve funds collected by the Authority associated with the assets being transferred;

3.3.3.2.2. How liabilities of the Authority, including debt obligations associated with assets being transferred, will be satisfied;

3.3.3.2.3. Whether or how County may acquire assets of the Authority that County intends to continue operating on behalf of the residents of Broward County related to Authority Solid Waste; and

3.3.3.2.4. How the costs of a capital expansion for County-owned facilities will be allocated among the Parties (which may include, among other things, County paying the full cost, the Municipal Parties paying the full cost, or some sharing of costs between County and the Municipal Parties).

3.3.4. Notwithstanding anything in this Agreement to the contrary, including, without limitation, Article 16, for the Facilities Amendment to be effective, it must be approved by the elected bodies of: (a) Municipal Parties representing at least eighty percent (80%) of the total population of the Municipal Parties; and (b) County. The Facilities Amendment must be adopted by the elected bodies of the Parties described in this section for the Formation Conditions to be met.

3.3.5. Condition on Exercise of Powers. Until the Formation Conditions are fully met, the Authority may not exercise any of the powers granted in the following sections of this Agreement:

3.3.5.1. Section 8.1.3 (Establishment of rates, fees, and other charges);

3.3.5.2. Section 8.1.4 (Recyclable Materials and Recovered Materials processing);

3.3.5.3. Section 8.1.5 (Recyclable Materials and Recovered Materials facilities and programs);

3.3.5.4. Section 8.1.7 (Collection and transportation services);

3.3.5.5. Section 8.1.8 (Authority Solid Waste disposal);

3.3.5.6. Section 8.1.12 (Issuance of bonds);

3.3.5.7. Section 11.1 (Commitment of System Waste); or

3.3.5.8. Section 11.2 (Regulatory Flow Control).

ARTICLE 4. DURATION

4.1. Effective Date and Initial Term. This Agreement will be effective on the first business day after it has been executed by: (a) Municipal Parties representing at least seventy-five percent (75%) of the population of Broward County; and (b) County ("Effective Date"). This Agreement begins on the Effective Date and continues for a period that ends forty (40) years after the Effective Date ("Initial Term"). Subject to Articles 3 and 17, no Party may terminate or otherwise withdraw from this Agreement during the Initial Term.

4.2. Extension Terms. This Agreement may be extended for up to two (2) consecutive ten (10) year terms (each an "Extension Term," and together with the Initial Term, the "Term") by the approval of the Parties' elected bodies as set forth below:

4.2.1. No later than five (5) years before the end of the then-current term, the Governing Board must determine, based on the projected funding needs of the Authority, the percentage of Broward Tonnage and number of Municipal Parties necessary to extend this Agreement. Notwithstanding the foregoing, no Extension Term may be exercised unless the elected bodies of Municipal Parties representing at least fifty percent (50%) of the Broward Tonnage and the elected body of County agree to exercise the Extension Term.

4.2.2. Except for the provisions of this Agreement that survive termination of this Agreement or that survive a Party's withdrawal from this Agreement, only those Parties whose elected bodies approve an Extension Term will be bound to this Agreement during such Extension Term.

4.2.3. If the Parties fail to extend this Agreement pursuant to Section 4.2.1, this Agreement will expire at the end of the then-current Term.

ARTICLE 5. MEMBERSHIP ELIGIBILITY AND OBLIGATIONS

5.1. Eligibility for Membership. County and each municipality located within Broward County are eligible to be Parties to this Agreement and thereby be members of the Authority.

5.2. Subsequent Joinder by Municipalities. After the Effective Date, any eligible municipality that is not already a Party may become a Party by agreeing to this Agreement (as may subsequently be amended), the Master Plan, and any additional terms and conditions established by the Authority, including, without limitation, payment of all amounts as may be required by the Governing Board.

5.3. Dissolution or Merger of Municipal Parties. Any Municipal Party that becomes unincorporated will lose its representative on the Governing Board. The tonnage attributed to any such former Municipal Party will be transferred to County for the purposes of calculating Broward Tonnage in relation to voting. Municipal Parties that merge will retain only a single representative on the Governing Board and the tonnage attributed to the merged Municipal Party will be the combined tonnage of the merging Municipal Parties for the purposes of calculating Broward Tonnage in relation to voting.

5.4. Ongoing Contributions of Parties Prior to Special Assessment. Until the Authority is able to fund its budget through special assessments or other methods, each Party must financially contribute towards the costs of operations of the Authority as stated in this section. Such expenses shall not exceed an aggregate yearly maximum amount of two million dollars ($2,000,000), calculated on a fiscal year basis (October 1 to September 30). If the Effective Date is on any date other than the start of a fiscal year, the Authority's budget for the first fiscal year shall not exceed a prorated amount of the maximum provided for in this section. The Authority will invoice each Party that Party's yearly funding obligation, on a quarterly or other basis as determined by the Authority, payable in advance.

5.4.1. Consultant Expenses. County will be responsible for payment to the Authority for fifty percent (50%) of the costs of professional/technical consultants retained by the Authority for the development of the Master Plan, with the remaining fifty percent (50%) of such costs paid by the Municipal Parties on a pro rata basis based on population.

5.4.2. Other Authority Expenses. Other than the division of expenses set forth in Section 5.4.1, each Party will jointly fund all other Authority expenses on a pro rata basis based on population (for County, the unincorporated area).

5.5. System Waste Segregation Programs. After the effective date of the applicable minimum standards in any policy or program established by the Authority, the Parties must not enact or permit to continue any program for segregating new or used materials at the point of generation for reuse or recycling that fails to meet the minimum standards in the policy or program established by the Authority, unless expressly excepted by the Authority.

5.6. Cooperation. Each Party agrees to cooperate in good faith with the Authority and to deliver such further information and to take such other actions as may be reasonably requested by the Authority to carry out the intent and purposes of this Agreement, including, without limitation:

5.6.1. Providing Hauler information, including, without limitation: Hauler name and address; make, body type, and motor vehicle registration number of each vehicle used; area of collection; status as municipal vehicle operator or contract hauler; and data received pursuant to Section 11.4;

5.6.2. Adopting such regulations, executing such agreements, providing such information, and doing such work as may be required by any federal, state, or local agency as part of any application for financial assistance; and

5.6.3. Performing such other acts as may be reasonably required by the Authority in furtherance of its operation of the System.

The Authority must pay all reasonable out-of-pocket costs associated with this Section 5.6.

ARTICLE 6. GOVERNANCE

6.1. The Authority will be overseen and managed by a Governing Board, Executive Committee, and Executive Director (described below), which are hereby established and have the powers and authority as set forth herein.

6.2. Governing Board.

6.2.1. Membership. Each Party must appoint one (1) of its elected officials to serve as a member of the Governing Board, which appointee serves at the pleasure of the appointing Party. The appointment by each Party will be made according to such rules and procedures as may be adopted by the appointing Party. Should a representative on the Governing Board cease to be a duly qualified elected official of the appointing Party or have more than two (2) consecutive absences from meetings of the Governing Board that are not excused (by majority vote of the Governing Board or pursuant to adopted policy), the appointing Party must promptly appoint a replacement member that meets the foregoing requirements.

6.2.2. Meetings. The Governing Board must meet at least twice per fiscal year of the Authority, at such dates and times as determined by the Chair of the Governing Board, to conduct the business of the Authority.

6.2.3. Alternate Members. Each Party must appoint one (1) of its elected officials as an alternate member to serve on the Governing Board in the absence of that Party's primary appointed member. An alternate member may only vote when the primary member of the Governing Board for that Party is absent from the meeting. Alternate members may attend and participate during discussion in all Governing Board meetings.

6.2.4. Approvals. Subject to Sections 6.8 and 7.1, the Governing Board may take official action only if: there is a quorum; the action is supported by an affirmative vote of a majority of the representatives present that are eligible to vote; and the action is also supported by the affirmative vote of members representing a majority of the Broward

Tonnage. Alternate members of the Governing Board will count towards quorum only when they are serving as voting members.

6.3. Executive Committee.

6.3.1. Membership. An Executive Committee is to be established, composed of eleven (11) members of the Governing Board as follows:

6.3.1.1. The County's Governing Board Member.

6.3.1.2. Ten (10) Governing Board members from Municipal Parties, who will be selected as follows:

6.3.1.2.1. Large Municipalities. Five (5) members representing the largest third (1/3) of Municipal Parties by population, selected by majority vote of the members of the Governing Board representing those Municipal Parties.

6.3.1.2.2. Medium Municipalities. Three (3) members representing the middle third (1/3) of Municipal Parties by population, selected by majority vote of the members of the Governing Board representing those Municipal Parties.

6.3.1.2.3. Small Municipalities. Two (2) members representing the smallest third (1/3) of Municipal Parties by population, selected by majority vote of the members of the Governing Board representing those Municipal Parties.

6.3.1.2.4. If the number of Municipal Parties is not evenly divisible by three (3), then: (a) if there is a single additional Municipal Party, it will be placed in the Small Municipalities group, or (b) if there are two (2) additional Municipal Parties, the larger one (1) will be placed in the Medium Municipalities group and the other one (1) will be placed in the Small Municipalities group.

6.3.1.3. Population figures to assign Municipal Parties into each of the categories for purposes of selecting members of the Executive Committee will be based on the most recent Bureau of Economic and Business Research – University of Florida report, with such assignments adjusted on January 1, 2030, and every ten (10) years thereafter, and at the conclusion of each two (2) year term if any municipality joined this Agreement during the interim.

6.3.1.4. Terms of Service on Executive Committee. Executive Committee members serve a two (2) year term. Should a member of the Executive Committee cease to be a member of the Governing Board, a successor must be selected using

the same procedures as provided in Section 6.3.1, which successor will serve for the remaining term of the original appointment.

6.3.1.5. Members of the Executive Committee representing groups of Municipal Parties may be removed at any time by majority vote of the applicable portion of the Governing Board (e.g., Large Municipalities, Medium Municipalities, or Small Municipalities, as applicable) that selected them.

6.3.1.6. Any decision of the Executive Committee may be overturned by an affirmative vote of: (a) at least two-thirds (2/3) of the members of the Governing Board representing Municipal Parties; and (b) the County's representative on the Governing Board. If the initial vote of the Governing Board in favor of overturning an Executive Committee decision consists of Governing Board members representing at least ninety (90%) of the population of the Municipal Parties present at the time of the vote, but did not include the County's representative in favor of overturning such decision, then a second vote will be taken; if the second vote is a unanimous vote of the Municipal Parties' representatives to the Governing Board present that voted in the initial vote, the Executive Committee decision will be overturned regardless of the County representative's vote. Notwithstanding the foregoing, the Governing Board may not overturn any decision of the Executive Committee concerning the appointment, removal, or compensation of the Executive Director.

6.3.2. Alternate Members.

6.3.2.1. There must be one (1) alternate member from each of the three (3) municipal categories, selected in the same manner as the primary members. There must be one (1) alternate member from County, who shall be the County's alternate member of the Governing Board.

6.3.2.2. Alternate members may only vote when a primary member of the Executive Committee in the applicable category is absent from the meeting. Alternate members may attend and participate during discussion in all meetings.

6.3.2.3. Alternate members will count towards quorum only when they are serving as voting members.

6.3.3. Meetings. The Executive Committee will meet regularly at such dates and times as may be necessary to conduct the business of the Authority. Meetings may be scheduled by the Executive Committee and pursuant to such rules of procedure as may be adopted by the Executive Committee; such rules will include a process for the Executive Director to request a meeting. Minutes of each meeting of the Executive Committee shall be distributed to all Governing Board members upon approval of such minutes by the Executive Committee.

6.3.4. Approvals. Except as specifically provided in this Agreement, approval of an action or recommendation will require a quorum and a majority vote of its members present at a meeting and eligible to vote.

6.4. Technical Advisory Committee. A Technical Advisory Committee ("TAC") is established and will be composed of representatives from each Party. The role of the TAC, and any TAC subcommittee established by the TAC, is to provide technical advice, guidance, recommendations, and counsel to the Governing Board, Executive Committee, and/or Executive Director on technical matters relevant to the System, including environmental issues and educational programs, and to provide a forum for the exchange of ideas among Party representatives, the public, and the private sector. The Executive Committee shall determine appropriate staffing for the TAC.

6.4.1. Membership. Each Party may appoint a representative with technical or professional knowledge and/or experience in the solid waste industry, environmental sciences, sustainability, or another related profession, to the TAC from that Party's solid waste, environmental management, public works, utilities, or similar department or organizational division. In addition to the regular TAC representative, each Party may also designate a similarly qualified alternate representative. Alternate representatives may attend and participate in the TAC meetings or TAC subcommittee meetings but may only be counted toward a quorum or vote in the absence of the appointed representative for which they serve as alternate. TAC representatives and alternates will serve at the pleasure of their appointing Party.

6.4.2. Meetings. Regular meetings of the TAC will be held in accordance with a schedule approved by the TAC, or as directed by the Governing Board, Executive Committee, or Executive Director.

6.4.3. Approvals. Except as specifically provided in this Agreement, action by the TAC will require a quorum and approval by a majority of the representatives present at the meeting and eligible to vote.

6.5. Meeting Procedure. The following procedures apply to the Governing Board, the Executive Committee, and the TAC:

6.5.1. Quorum. A quorum will be a majority of the total voting members, provided that the members comprising the quorum must represent at least one-half (1/2) of the Broward Tonnage. Unless otherwise authorized by the Governing Board, the Executive Committee, or the TAC, as applicable, a quorum is determined on the basis of physical attendance. If there is a quorum, all members may vote regardless of whether they are attending the meeting physically or via remote conferencing technology.

6.5.2. Chair and Vice-Chair. On an annual basis, the membership of each body must select from among its members a Chair and a Vice-Chair; the Vice-Chair will serve as the Chair when the Chair is not present.

6.5.3. Rules of Procedure. Each body may adopt rules of procedure to conduct its business. In the absence of any specifically adopted rules, the body will use Robert's Rules of Order; provided, however, if there is a conflict between this Agreement and Robert's Rules of Order, this Agreement governs.

6.5.4. Meetings Open to the Public. Meetings of the Governing Board, Executive Committee, and TAC shall be open to the public in accordance with Florida's Government-in-the-Sunshine Law, Section 286.011, Florida Statutes, excluding meetings that are statutorily exempt pursuant to applicable law.

6.6. Ethics and Required Abstentions.

6.6.1. Ethics Compliance. In their roles with the Authority, each member of the Governing Board and the Executive Committee will be treated as "Covered Individuals" within the meaning of Section 1-19 of the Broward County Code of Ordinances and must comply with all state and County laws and requirements pertaining to conflicts of interest, ethics, and lobbying. For purposes of the prohibition on lobbying under Section 1-19(c)(2) of the Broward County Code of Ordinances, the Executive Director and TAC will also be treated as "Covered Individuals." The Governing Board may adopt additional requirements for itself, the Executive Director, the Executive Committee, the TAC, and any employees of the Authority.

6.6.2. No member of the Governing Board or Executive Committee will participate in discussion or vote on any item that relates to an agreement or contract in which the member's respective appointing body (i.e., Municipal Party or County) is a party. This provision is limited only to agreements or contracts with four (4) or fewer Parties, applies only to meetings of the Governing Board or Executive Committee, and does not prohibit the recused member from voting on the agreement or contract when such agreement or contract comes before their Party's elected body.

6.7. Executive Director.

6.7.1. The role of Executive Director is hereby established with such specific duties and responsibilities as described in Section 8.4.

6.7.2. The Executive Director must be an employee of the Authority and while serving as Executive Director, must not be: (a) employed by any Party; (b) serving on the elected body of any Party; or (c) contracted to consult for or lobby on behalf of any Party.

6.7.3. The Executive Committee may appoint or remove the Executive Director by majority vote.

6.8. Major Decisions. Notwithstanding anything to the contrary in this Agreement, the Authority may not take any of the following actions without the approval of at least: (a) two-

thirds (2/3) of the representatives of the Governing Board voting; and (b) representatives of the Governing Board voting that account for two-thirds (2/3) of the Broward Tonnage:

6.8.1. The sale, distribution, or transfer of any real property interest with a value of more than two million dollars ($2,000,000);

6.8.2. The issuance of bonds or the approval of a bank loan with a value of more than two million dollars ($2,000,000);

6.8.3. The recommendation to remove the Executive Director, subject to Executive Committee approval;

6.8.4. Approval of any and all special assessments;

6.8.5. The initiation or settlement of any legal action with an estimated value of more than two million dollars ($2,000,000); or

6.8.6. Assignment by the Authority of any of its rights or obligations under this Agreement.

6.9. Distribution of Authority Cash or Property; Surplus Authority Funds. Except as otherwise provided in this section, and notwithstanding any other section of this Agreement, the Authority is prohibited from distributing any cash or property to any Party or Parties except upon Wind Down or to reimburse the Parties for contributions made to the Authority pursuant to Section 5.4., and then, only if: (a) upon Wind Down, the Auditor (defined below) issues a written opinion that such distribution will not impact any closure, perpetual maintenance, or other obligations that may exist after expiration or earlier termination of this Agreement; and (b) such distribution is fair and equitable between the Parties. In all other circumstances, if the Authority has surplus funds or property not needed for ongoing operations of the System or for future closure, maintenance, and reserve obligations, it may only be utilized for System-related purposes, including but not limited to reserving for future System improvements or obligations, maintenance, repairs, or expansion; to provide credits against or reductions to future assessments, tipping fees, or other user fees; or to enhance recycling and materials reuse programs or education. The prohibitions in this section do not apply to contracts for fair or adequate consideration between the Authority and one or more Parties or have any impact with regard to the property known as Alpha 250.

6.10. Legal Counsel.

6.10.1. Authority Counsel. Authority Counsel shall act as the general counsel and advisor to the Authority, including counsel to the Governing Board and the Executive Committee. Authority Counsel will have such duties as authorized by the Governing Board and serve at the pleasure of same. Authority Counsel shall not be an: (a) elected official of any Party, or (b) employee of any Party other than the Authority. Authority Counsel shall be an attorney duly licensed to practice law in the State of Florida, shall be in good standing

with the Florida Bar, and shall at all times comply with all applicable rules of the Florida Bar regulating attorney conduct. Authority Counsel shall have substantial experience providing counsel to a governmental entity or governmental entities within the State of Florida and demonstrated familiarity with issues related to solid waste disposal and recycling. Except for the matters described in Section 6.10.2, Authority Counsel may retain special counsel to provide legal services to the Authority in connection with particular legal matters or in the event of actual or perceived legal conflict, subject to the approval of the Executive Committee.

6.10.2. Independent Counsel; Scope of Services and Procedures for Retention.

6.10.2.1. The Parties recognize there are certain Sensitive Issues (defined below) where Parties may have conflicting interests, and as to which Authority Counsel may have an actual or perceived conflict of interest or bias.

6.10.2.2. The "Sensitive Issues" are: (a) whether a specific action of the Authority requires the vote of a Party's (or Parties') elected body or Governing Board member; (b) whether a proposed action by the Governing Board or Executive Committee requires an amendment to the Master Plan; (c) whether a proposed amendment to the Master Plan constitutes a Significant Amendment as defined in Section 7.1.2.1; (d) whether a proposed action by the Governing Board or Executive Committee should be treated as an amendment to the Master Plan that requires a Party's (or Parties') Governing Board member's consent pursuant to Section 7.1.3; or (e) whether a proposed action by the Governing Board or Executive Committee must be made through an amendment to the Agreement that requires a Party's (or Parties') elected body's approval pursuant to Section 16.1.5.

6.10.2.3. Before the Authority may exercise any of its powers under Sections 8.1.1 through 8.1.12 and before the Governing Board or Executive Committee may exercise any related powers, the Authority must adopt, by unanimous vote of the Executive Committee, procedures relating to the retention, scope of work, qualifications of, compensation for, and effect of opinions of independent outside counsel, to address situations where the general counsel for a Party issues a written opinion that the opinion of Authority Counsel on a Sensitive Issue is legally incorrect ("Independent Counsel Procedures").

6.10.2.4. Adoption of the Independent Counsel Procedures and any subsequent amendments thereto require a unanimous vote of the Executive Committee. The initial proposed Independent Counsel Procedures will be developed by the municipal and County attorneys that serve as co-counsel to the Solid Waste Working Group established by the "Memorandum of Understanding Regarding Collaborative Study and Subsequent Development of an Integrated Solid Waste and Recycling System" between Broward County municipalities and

County with an effective date of October 1, 2019 (namely, Jamie Cole, Esq. with Weiss Serota Helfman Cole + Bierman, PL, Michael Cirullo, Esq. with Goren Cherof Doody & Ezrol, PA, and the County Attorney, collectively, "SWWG Co-Counsel"), and may only be submitted for consideration to the Executive Committee after separate and independent written approval of the draft proposed procedures is issued by each of the SWWG Co-Counsel. Proposed amendments to the Independent Counsel Procedures may only be considered by the Executive Committee after separate and independent written approval of the proposed amendment is issued by (a) counsel designated by the municipal members of the Executive Committee, and (b) the County Attorney.

6.10.2.5. Nothing in this section shall be deemed a condition precedent to, and shall not prevent or inhibit, any Party's right to invoke the separate dispute resolution provisions pursuant to Article 17.

ARTICLE 7. OBLIGATIONS OF THE AUTHORITY AND MASTER PLAN

7.1. Master Plan. The Authority must adopt a Master Plan that describes, among other things, the operations of the Authority in sufficient detail to fund and implement the System and any related facilities or programs and to allow the Authority to plan for financing, investments, and improvements related to the System.

7.1.1. Contents. A Master Plan must provide for, at a minimum, the following:

7.1.1.1. Revenues necessary to operate the Authority, including the amount of, and methodology to calculate, reserve funds needed to cover any and all applicable costs for closure, long-term care, perpetual maintenance, and potential remediation related to the System and its components;

7.1.1.2. Storage, separation, processing, recycling, recovery, reuse, and identification of the number of diversion sites and disposal sites for System Waste needed for System operations, as may be appropriate;

7.1.1.3. Diversion plans for: (a) any Hazardous Materials that have impermissibly entered the System; and (b) any System Waste for which diversion is appropriate under applicable law;

7.1.1.4. Strategies, services, and programs to address Authority Solid Waste reduction as well as Recyclable Materials and Recovered Materials processing, and appropriate public education regarding same;

7.1.1.5. Alternative and contingency facilities, consistent with this Agreement;

7.1.1.6. Whether certain disposal methods will be prohibited at Authority-owned facilities for the purposes of protecting underground sources of drinking water;

7.1.1.7. Additional goals identified by the Governing Board not inconsistent with applicable law, this Agreement, or with County's exercise of its statutorily granted powers and obligations; and

7.1.1.8. Strategies to fulfill the obligations of the Authority related to System Waste delivered to the System, consistent with the powers and limitations of this Agreement.

7.1.2. Procedure to Adopt and Amend Master Plan.

7.1.2.1. Adoption of Master Plan and Significant Amendments. A Master Plan will not be effective unless approved by: (a) members of the Governing Board representing Municipal Parties that comprise at least two-thirds (2/3) of the total population of the Municipal Parties, and (b) County's representative to the Governing Board. All proposed amendments to the Master Plan that concern any of the following (collectively, "Significant Amendments") will be subject to the same requirements for approval (set forth in the preceding sentence) as a Master Plan to be effective:

7.1.2.1.1. Addition or removal of any category of waste or material (e.g., yard waste, bulk trash, white goods, etc.) from the Authority's jurisdiction or operations;

7.1.2.1.2. Closure of any "solid waste disposal facility," as defined in Section 403.703, Florida Statutes (2022), owned or operated by the Authority;

7.1.2.1.3. County's obligations under Section 403.706(1), Florida Statutes.

7.1.2.2. Adoption of Other Amendments to Master Plan. Amendments to the Master Plan that are not Significant Amendments must be adopted by the Governing Board subject to the provisions of Section 6.2.3. If at least one third (1/3) of the Governing Board members present agree that a proposed amendment to the Master Plan constitutes a Significant Amendment, it shall be treated as a Significant Amendment and may only be adopted subject to the provisions of Section 7.1.2.1.

7.1.3. Notwithstanding anything in this Agreement to the contrary, no proposed amendment to the Master Plan that directly or indirectly (a) creates any additional liability or obligation of any Party, (b) disproportionately removes a right of any Party, or (c) has a disproportionate adverse effect on any Party, will be effective without the affirmative vote of the impacted Party's (or Parties') representative(s) on the Governing Board. In the event of a conflict between the Master Plan and this Agreement, this Agreement will prevail.

7.2. Obligation to Perform. The Authority must implement the various material strategies, services, programs, and goals described in the adopted Master Plan, as may be amended.

7.3. Obligation to Direct the Flow of System Waste. The Authority is obligated to accept all System Waste committed by the Parties, pursuant to Section 11.1, and must cause such System Waste to be directed from the designated System receiving facilities and delivered to appropriate sites for processing or disposal in compliance with the Master Plan and applicable law.

7.4. Obligation to Maintain Reserves. The Authority must ensure adequate reserve funds are collected and maintained to cover applicable costs for closure, long-term care, perpetual maintenance, and potential environmental and other remediation related to the System. The amount of reserve funds and methodology to calculate same must be included in the Master Plan.

ARTICLE 8. POWERS OF THE AUTHORITY

8.1. The Authority has the following general powers, which are granted to the Governing Board unless otherwise expressly provided for in this Agreement:

8.1.1. Develop, adopt, and implement a Master Plan consistent with the powers of the Authority and consistent with the terms and conditions stated in this Agreement.

8.1.2. Develop an annual revenue and expense budget for each fiscal year sufficient for the operation of the Authority.

8.1.3. Establish such rates, fees, and other charges and revenue sources allowed by law, including, without limitation, special assessments and tipping fees, to sufficiently fund and operate the System, which rates, fees, and other charges must be applied uniformly to each Party and will be set at no higher an amount than is reasonably required to accomplish the authorized purposes of the Authority (including all appropriate reserves). Notwithstanding the foregoing, the Authority may establish different rates, fees, or other charges for Parties that join the Authority after the Effective Date and may provide reasonable credits against any such rates, fees, or other charges for Parties that have made extraordinary contributions of funds, real property, other assets, services, or in-kind contributions to the Authority.

8.1.4. Provide for the processing of Recyclable Materials and Recovered Materials generated in each Party's jurisdiction.

8.1.5. Develop, implement, operate, and manage facilities and programs concerning the processing of Recyclable Materials and Recovered Materials and make same available to each Party on uniform terms. Nothing herein will prevent any Party from developing, implementing, operating, or managing programs concerning the processing of Recyclable Materials or Recovered Materials that do not conflict with the minimum standards set by

the Authority. Notwithstanding the foregoing, the Authority may establish different terms for Parties that join the Authority after the Effective Date.

8.1.6. Set minimum standards for System Waste segregation or source separation programs at the point of generation or collection.

8.1.7. Operate services for the collection and transportation of System Waste or other types of waste identified in the Master Plan for collection or transport and, if the Authority chooses to operate such services, make said optional services available to each Party.

8.1.8. To the extent permissible under applicable law and provided it does not interfere with County's ability to fulfill its statutory obligations, including under Section 403.706(1), Florida Statutes, the Authority will have the power to provide disposal for Authority Solid Waste generated in the Parties' jurisdictions. The Authority is not granted the power to own or operate a "solid waste disposal facility," as that term is defined in Section 403.703, Florida Statutes (2022), or sell or otherwise transfer an interest in such a facility, unless an amendment to this Agreement, granting such power to the Authority and setting forth the limits and extent of such power, is approved by the elected bodies of: (a) Municipal Parties representing at least two-thirds (2/3) of the total population of the Municipal Parties, and (b) County.

8.1.9. Conduct studies and research on strategies to improve the management of System Waste.

8.1.10. Provide monitoring of projects, programs, and facilities that directly or indirectly affect the System.

8.1.11. Provide education, outreach, and public information programs to increase the percentage of Recyclable Materials and Recovered Materials that are successfully recycled, to promote the reduction and reuse of Authority Solid Waste in the Parties' jurisdictions, and to increase public understanding of, and engagement with, the Authority's work.

8.1.12. Issue bonds or other instruments related to short- or long-term borrowing, and letters of credit or debt that materially relates to the System.

8.1.13. Sue and be sued, implead, and be impleaded in all courts.

8.1.14. Consistent with the powers described in this Article 8, the requirements of Chapter 403, Florida Statutes, and other applicable law, the Authority will have the power to contract with governmental agencies, individuals, public or private corporations, municipalities, and any other person or entity.

8.1.15. In order to fulfill the purpose and intent of this Agreement, and except as expressly limited by this Agreement, exercise all other necessary and appropriate powers of an

independent entity created pursuant to Chapter 163, Florida Statutes, including without limitation, to acquire, at its discretion, personal or real property or any interest therein by gifts, lease, or purchase.

8.2. The Governing Board has power and authority to take the following actions:

8.2.1. Approval of annual budgets as described in Article 9.

8.2.2. Approval and levy of special assessments as described in Article 9.

8.2.3. Approval of revenue bonds.

8.2.4. Establish the aggregate maximum debt authority of the Executive Committee.

8.2.5. Purchase, sell, or lease any assets of the Authority, in any amount, subject to applicable law.

8.2.6. Enter into agreements for services in any amount, subject to applicable law.

8.2.7. Approval of the Master Plan, the Facilities Amendment, and other amendments, as described in Article 7 and subject to the terms and conditions stated in this Agreement.

8.2.8. Appoint Authority Counsel and make all decisions regarding Authority Counsel, including compensation and, as necessary, removal.

8.2.9. Approval of the annual tipping fee(s), consistent with the terms and conditions of this Agreement.

8.2.10. Approval of any fictitious name or marketing name for the Authority.

8.2.11. Approval of any Governing Board rules of procedure.

8.2.12. Approval of bylaws for the Authority, including, without limitation, the extent of the powers and authority of the Executive Committee or Executive Director to: (a) approve and execute contracts for goods, services, and real property; (b) pursue, defend, and settle legal claims or litigation; (c) enter into revolving and other debt agreements; and (d) exercise other powers of the Governing Board.

8.3. Unless provided otherwise in this Agreement, the Executive Committee has the following powers:

8.3.1. Overseeing the operation and management of the Authority.

8.3.2. Establishing surety bond requirements for the Authority's officers and employees in such amounts as it deems necessary. The premiums for the bonds will be paid by the Authority in the same manner as any other operating expense.

8.3.3. Approval of operational policies for the Authority.

8.3.4. Approval of any annual plan of operations for the Authority.

8.3.5. Develop and recommend to the Governing Board tipping fees, rates, and other charges and revenue sources to sufficiently fund the System and the operation of the Authority.

8.3.6. Develop and recommend to the Governing Board an annual budget, including hosting public workshops and other forums for public input for the annual budget.

8.3.7. Develop and recommend bylaws for the Authority to the Governing Board.

8.3.8. Enforce Flow Control Ordinances (defined below) and the flow control provisions of Hauler contracts for System Waste, as the agent for the Municipal Parties and/or for County, if provided for in such ordinances and to the extent such action is necessary to comply with the Authority's obligations under this Agreement and the service agreements.

8.3.9. Initiate the process for the issuance of revenue bonds; provided that no such revenue bonds will be issued unless approved by the Governing Board and consistent with the terms of this Agreement.

8.3.10. For special assessments, retain any consultants necessary to conduct rate and methodology studies.

8.3.11. Appointment of the Executive Director and all personnel-related decisions regarding the Executive Director, including annual reviews, compensation, and, as necessary, removal.

8.4. The Executive Director serves as the chief executive officer of the Authority, responsible for the operation of the Authority in accordance with the policies and decisions of the Governing Board and the Executive Committee, and, among such other duties as authorized by those policies and decisions, has the following specific duties and responsibilities:

8.4.1. Hire and manage a chief sustainability officer for the Authority or other such employee with similar responsibilities regardless of title.

8.4.2. Hire and manage other such employees as authorized by the Governing Board through its approval of the annual budget as being necessary for the operation of the Authority.

8.4.3. Oversee all personnel issues with employees of the Authority, including setting salaries and benefits, annual reviews, discipline, and termination.

8.4.4. Serve as registered agent for all service of process on the Authority and execute documents on the Authority's behalf as authorized by the Governing Board.

8.4.5. Provide recommendations, assistance, and support as necessary for the Governing Board's adoption of a Master Plan.

8.4.6. Provide recommendations, assistance, and support as necessary for the Executive Committee's approvals of operational policies for the Authority and the annual plan of operations for the Authority.

ARTICLE 9. REVENUE, BORROWING, AND BUDGET

9.1. Special Assessments. In accordance with the provisions of Florida law, including Chapters 163 and 197, Florida Statutes, the Parties agree and stipulate that all improved properties in the geographical areas governed by any of the Parties (for County, the unincorporated area) receive a direct, substantial benefit by the provision of System Waste disposal and processing services by the Authority. Therefore, the Authority has the power to impose, levy, and collect (directly or indirectly) special assessments as a means of: financing the construction and/or acquisition of additions, extensions, and improvements to the System and/or the payment of the principal of and interest on bonds issued pursuant to this Agreement; paying the costs of operating, maintaining, and repairing the System; and providing funds for all other payments that are required to be made by the Authority in connection with the purposes of this Agreement.

9.2. Subject to Section 6.8, the Governing Board will have the power to set rates for and approve the levy, collection, and enforcement of special assessments by resolution, as provided by and consistent with Florida law and this Agreement. Prior to any vote of the Governing Board to levy a special assessment, the Authority will conduct, or hire a consultant to conduct, an assessment study. If such a study was performed on behalf of County and/or Municipal Parties prior to the creation of the Authority, the Governing Board may, in lieu of having a new study performed, adopt the findings of such earlier study if the Governing Board determines that such findings remain valid and reliable despite the passage of time.

9.3. Revenue Bonds and Other Instruments. The Governing Board will determine the need for the issuance of any bonds or other instruments related to short- or long-term borrowing, and the need for letters of credit that it deems necessary or convenient for the operation of the Authority.

9.4. The Governing Board must establish, and may amend, a maximum amount of aggregate debt that may be approved by the Executive Committee. The Executive Committee may approve the issuance of any debt in the aggregate up to that maximum amount. Any debt that exceeds that maximum amount will not be issued unless approved by the Governing Board.

9.5. Annual Budget. The Authority, through the Governing Board, must adopt an annual budget for each fiscal year, consistent with the requirements of Florida law as well as any procedural requirements established by local authorities such as the Broward County Property Appraiser and Broward County Tax Collector.

ARTICLE 10. AUDITING

10.1. The Executive Committee must appoint an external auditor to serve as auditor to the Authority ("Auditor"). The Auditor will, among other things, complete an annual audit of the Authority's receipts and expenditures. The Auditor will report directly to the Governing Board.

10.2. The Executive Committee will appoint five (5) of its members to serve on a Standing Audit Committee. The Standing Audit Committee will be responsible for the selection process for engaging and recommending an Auditor to the Executive Committee for appointment.

ARTICLE 11. COMMITMENT OF SYSTEM WASTE

11.1. Commitment of System Waste. The Parties must cause all System Waste that is: (a) identified by the Master Plan as acceptable for delivery into the System, and (b) generated in the Parties' respective boundaries (for County, within the unincorporated area), to be collected, transported, delivered, and deposited at the designated receiving facilities of the System pursuant to the Master Plan or annual plan of operations, except for System Waste that is transported outside the State of Florida. Except with the prior express written consent of the Authority, no Party will deliver (directly or by contract) into the System any waste, debris, substance, constituent, object, or material that does not qualify as System Waste.

11.2. Regulatory Flow Control. No later than the effective date of the Facilities Amendment, each Party agrees to enact a flow control ordinance pursuant to Section 403.713, Florida Statutes, in a form provided by the Authority, directing that all System Waste generated within its respective geographic boundaries (for County, within the unincorporated area) be delivered to the System, as designated in the Master Plan, except for such waste that is to be transported outside the State of Florida ("Flow Control Ordinance"). Each Party shall maintain their respective Flow Control Ordinances in effect throughout its participation as a Party. Nothing in this section requires a Party to enact a Flow Control Ordinance that operates to terminate or breach any existing contractual agreement the Party has in place prior to becoming a Party ("Conflicting Agreements"); however, each Party must provide copies of all such Conflicting Agreements to the Authority at the time it becomes a Party and shall not renew or extend any such Conflicting Agreement. For those Parties with existing Conflicting Agreements in place on the Effective Date, the adoption of a Flow Control Ordinance under this section must specify that it becomes effective upon the expiration or earlier termination of such existing Conflicting Agreements. Notwithstanding anything else contained herein, this Agreement does not require any Party to violate the prohibitions in Sections 403.7046(2) or 403.713(2), Florida Statutes, concerning the sale and management of Recovered Materials.

11.3. Each Party agrees to include in any Hauler contracts or contract amendments executed after the Effective Date, a provision that all System Waste must be delivered to the System, except for any waste generated within that Party's then-current geographic boundaries that is shown to be destined for recycling or disposal outside the State of Florida, and each Party must strictly enforce such contract obligation. In each such contract and all contract amendments, the Authority must be expressly identified as a third-party beneficiary for the sole purpose of

enforcing such provisions, if enforcement is necessary, to ensure the delivery of System Waste to the System. Prior to initiating any such enforcement action, the Authority must communicate and coordinate with the relevant Party.

11.4. System Waste Reporting Ordinance. Each Party agrees to enact and maintain in effect a System Waste reporting ordinance, in a form provided by the Authority, directing that each Hauler report on a monthly basis all of the following information to their contracting Party or Parties, with a copy to the Authority:

11.4.1. The amount of each category of System Waste collected in each Party's jurisdiction in cubic yards or tons.

11.4.2. Where each category of System Waste collected by the Hauler has been transported. Identification will be by the name and address of the receiving facility.

11.4.3. The quantity (either by volume, weight, or number and size of all trucks or containers) of System Waste that is not processable by a waste-to-energy plant or other System facility that has been collected by the Hauler and that is to be transported outside the State of Florida.

11.4.4. Where the System Waste that is not processable by a waste-to-energy plant or other System facility has been transported outside of the State of Florida. Identification will be by the name and address of the receiving facility.

The System Waste reporting ordinance provided in this section must be adopted by each Party no later than the date determined by the Executive Committee, which shall be no earlier than the date of adoption of the Master Plan.

11.5. With the prior consent of the Authority, any Party may appoint the Authority as its agent for the enforcement of obligations in any agreement, license, permit, franchise, or other arrangement related to the obligations of this article.

11.6. Each Party agrees to include the obligation to comply with the requirements of the ordinances required by Sections 11.2 and 11.4, respectively, in all applicable agreements, licenses, permits, franchises, or other arrangements with Haulers entered into on or after the Effective Date.

11.7. Title to and Interest in System Waste. The Parties relinquish to the Authority any and all title to and interest in System Waste collected within their respective boundaries, effective upon delivery of that System Waste to the System. To the maximum extent provided under applicable law, and except as otherwise provided herein, upon delivery of their System Waste to the Authority, the Parties also relinquish to the Authority all liability for the proper management and disposal of such System Waste.

11.8. Commitment Limited by Existing Agreements. Notwithstanding anything to the contrary in this Agreement, the Authority will not, and this Agreement will not, require any Party to take

any action that would breach or conflict with any current agreement concerning System Waste, including, without limitation: the June 2012 agreement between County and Wheelabrator Environmental Systems Inc. (now WIN-Waste Innovations, Inc.) for solid waste disposal services and the May 2015 Global Amendment thereto; the September 2012 interlocal agreement for solid waste disposal support services, as amended; the April 2015 Settlement Agreement between Waste Management Inc. of Florida and the City of Coconut Creek; any debris clearing or temporary debris management site contract that predates the Effective Date; or any Hauler contract that predates the Effective Date. In addition, the Authority will not, and this Agreement will not, require any Party to take any action that would breach or conflict with the Interlocal Agreement between Broward County and various municipalities for Optional County Services for Keep Broward Beautiful, Household Hazardous Waste and Electronics, and Bulk Trash and Yard Waste Drop-Off Programs, or any successor agreement concerning Household Hazardous Waste.

ARTICLE 12. DEBT OBLIGATIONS

Except as expressly provided in this Agreement or applicable law, any debt obligations incurred by the Authority will be the sole obligation of the Authority and will not be an indebtedness of any Party or Parties within the meaning of any constitutional, statutory, charter, ordinance provision, or other limitation of such Party. No Party is obligated to pay or cause to be paid any amounts due under this Agreement except as expressly provided or incorporated herein, and no Party pledges its full the faith and credit for the payment of any such amounts.

ARTICLE 13. RELATIONSHIPS OF THE PARTIES

Except as set forth herein, nothing in this Agreement imposes upon any Party any responsibility whatsoever with respect to services provided or contractual obligations assumed by any other Party, and nothing in this Agreement will be deemed to make any Party a partner, agent, or local representative of any other Party or to otherwise create any type of fiduciary responsibility or relationship of any kind whatsoever among the Parties, except as expressly stated herein. The obligations created and imposed by this Agreement are not joint; rather, such obligations are separate and several among the Parties.

ARTICLE 14. INDEMNIFICATION

14.1. Indemnification Obligations. The Authority will, at its sole cost and expense, indemnify, hold harmless, and defend ("Indemnification Obligations") each Party and each Party's current, past, and future officers, agents, and employees (each, an "Indemnified Party"), to the maximum extent permitted by law, from and against any and all causes of action, demands, claims, counterclaims, third-party claims, administrative actions, damages of any kind (including, without limitation, personal injury or bodily harm), destruction, losses, liabilities, costs (including, without limitation, costs of investigations, assessments, clean up, fines, violations, punitive damages, regulatory reopeners, and/or remediation), and expenditures of any kind, including, without limitation, attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, for the matters described in this section and/or in Sections 14.2 and 14.3 below (each a "Claim"). Notwithstanding the Indemnification Obligations

in this article, nothing herein shall act as a waiver by a Party or the Authority of any limitation on liability, including but not limited to sovereign immunity and limitations on tort liability as provided in Section 768.28, Florida Statutes.

14.2. System-Related Claims. The Authority must fulfill its Indemnification Obligations to each Indemnified Party, regardless of whether the Indemnified Party allegedly or actually caused, directly or indirectly, in whole or in part, any Claim(s) arising from, relating to, or in connection with, any or all of the following:

(a) any alleged, threatened, or actual presence or release of any Hazardous Materials in, on, above, or under any site that is or was part of the System at a time when such Hazardous Materials were threatened to be released or actually present or released;

(b) any actual, proposed, or threatened use, treatment, storage, holding, existence, disposition, discharge, or other release, generation, production, manufacturing, processing, refining, control, management, containment, abatement, removal, handling, or transfer of any Hazardous Materials located in, under, on, or above any site that is or was in the System, or transportation of any Hazardous Materials to or from the System (collectively, "Covered Activity");

(c) any actual or proposed assessment, clean up, and/or remediation of any Hazardous Materials at any time located in, under, on, or above any site that is or was in the System, whether or not such assessment, clean up, and/or remediation is voluntary or pursuant to court or administrative order, including any resulting or required clean up, control, management, containment, abatement, removal, remedial, or corrective action;

(d) the imposition, recording, or filing or the threatened imposition, recording, or filing of any environmental lien encumbering any site that is or previously was part of the System at any time during the Term;

(e) any past, present, or threatened injury to, destruction of, or loss of natural resources relating to the construction, use, operation, or maintenance of the System or within the System, including claims for damages, contribution, costs to investigate and assess such injury, destruction, or loss; or

(f) any actual or threatened failure to comply with any debt obligation incurred by the Authority.

14.3. Claims for Acts or Omissions of Authority Actors. The Authority must fulfill its Indemnification Obligations to each Indemnified Party for Claims that are caused or alleged to be caused, in whole or in part, by any act or omission of the Authority, its officers, employees, agents, or contractors acting on behalf of the Authority (collectively, "Authority Actors") for any Claims, including, without limitation, those arising from, relating to, or in connection with one or more of the following by one or more Authority Actors:

(a) any actual or threatened breach of any obligation contained within or undertaken as a result of this Agreement;

(b) any failure to comply with any provision or material obligation contained within or undertaken as a result of the Master Plan;

(c) any intentional, reckless, or negligent act or omission;

(d) arranging for storage, handling, treatment, disposal, or transport of Hazardous Materials to, from, or at any facility or incineration vessel containing such or similar Hazardous Materials; or

(e) any past, present, or threatened noncompliance with or violation of: (i) any environmental laws, including, without limitation, Chapter 27 of the Broward County Code of Ordinances, Florida Statutes Chapters 376 and 403, Chapters 62-701 through 62-787 of the Florida Administrative Code, the Clean Water Act, 33 U.S.C. § 1321, et seq., RCRA, 42 U.S.C. § 6901, et seq., CERCLA, 42 U.S.C. § 9601, et seq., Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., 40 C.F.R. Parts 239 through 799, 49 C.F.R. § 172.101; (ii) any ordinance, regulation, standard, condition, requirement, permit, license, or authorization; or (iii) any order of any governmental authority.

14.4. Defense of Claims. The Authority must, upon written notice of a Claim from an Indemnified Party, defend that Indemnified Party with counsel selected by the Authority and approved by the Indemnified Party, which approval will not be unreasonably withheld.

14.5. Right to Withhold. If considered necessary by an Indemnified Party, any amounts due the Authority from that Indemnified Party under Section 5.4, whether as provided for in this Agreement or any subsequently adopted Master Plan, may be retained by the Indemnified Party until all Claims against the Indemnified Party subject to the Indemnification Obligations have been settled or otherwise resolved by the Authority. Any withheld amounts shall not be subject to payment of interest.

14.6. Exclusions. Notwithstanding anything in this article to the contrary, nothing in this Agreement will be construed to require the Authority (or any successor thereto) to fulfill the Indemnification Obligations if prohibited by applicable law (including, without limitation, the restrictions stated in Section 768.28(19), Florida Statutes), or in connection with a Claim in which an Indemnified Party seeks to be relieved of its statutory liabilities, with exceptions for joint and several liabilities, caused by that Indemnified Party's intentional delivery (whether directly or indirectly, including by contract) of previously known Hazardous Materials into the System without the prior express written consent of the Authority. Nothing in this article limits the defenses available to the Authority (including under Section 768.28, Florida Statutes) in the defense of an Indemnified Party pursuant to the Indemnification Obligations.

14.7. Survival of Indemnification Obligations. The Authority's Indemnification Obligations survive the expiration or earlier termination of this Agreement.

ARTICLE 15. DEFAULT

If any Party or the Authority fails to perform or observe any of the material terms and conditions of this Agreement and fails to cure such failure within sixty (60) days after receipt of written notice of such default from another Party or from the Authority (or, if such failure cannot be reasonably be cured within sixty (60) days, the Party fails to promptly initiate and diligently pursue cure to completion), then in addition to any other claim at law or in equity, the Party giving the notice of default shall be entitled, but is not required, to seek specific performance of this Agreement. The Parties acknowledge that money damages may be an inadequate remedy for the failure to perform and that the Party giving notice is entitled to obtain an order requiring specific performance, injunction, or other equitable relief. Failure of any Party to exercise its rights in the event of any breach by another Party shall not constitute a waiver of such rights. No Party shall be deemed to have waived any failure to perform by another Party unless such waiver is in writing and signed by the waiving Party, with such waiver limited to the terms specifically contained therein.

ARTICLE 16. AMENDMENTS TO THIS AGREEMENT

16.1. Except as expressly authorized in Sections 3.3, 8.1.8, and this article, this Agreement may only be amended as follows:

16.1.1. The Executive Committee is responsible for recommending proposed amendments to this Agreement to the Governing Board.

16.1.2. Upon approval of a proposed amendment to this Agreement by the Governing Board, the Executive Director shall provide notice of the proposed amendment to all Parties of the Authority by forwarding a copy to each Party for consideration by that Party's elected body.

16.1.3. Any amendment that substantively modifies any of the following provisions, or that concerns any of the following subjects, will not be effective unless approved by every Party's elected body:

16.1.3.1. Article 3 (Formation);

16.1.3.2. Article 4 (Duration);

16.1.3.3. Section 6.2.1 (Governing Board Membership);

16.1.3.4. Section 6.3.1 (Executive Committee Membership);

16.1.3.5. Section 6.8 (Major Decisions);

16.1.3.6. Section 8.1 (Powers of the Authority), except for Section 8.1.8;

16.1.3.7. Article 12 (Debt Obligations);

16.1.3.8. Article 14 (Indemnification);

16.1.3.9. Article 17 (Dispute Resolution Process; Authority Liability; Choice of Law, Venue, Jury Trial Waiver);

16.1.3.10. Wind Down (as defined in Section 3.3.3.2); or

16.1.3.11. Disposition of assets owned by the Authority.

16.1.4. Except as otherwise provided in this Agreement, all amendments are effective if approved by the elected bodies of Parties representing at least two-thirds (2/3) of the total population of the Parties plus a majority of the Parties; however, if a Party does not give notice of its elected body's rejection of the proposed amendment within ninety (90) days after that Party received notice of the amendment, that Party will be deemed to have approved the amendment.

16.1.5. Notwithstanding Section 16.1.4, no amendment that directly or indirectly: (a) creates any additional liability or obligation of any one Party (but not all Parties), (b) disproportionately removes a right of only one Party, or (c) has a disproportionate adverse effect on any Party, will be effective unless it is approved by such Party (or Parties) as evidenced by the adoption of a resolution approving the amendment by that Party's (or Parties') elected body.

16.1.6. This Agreement may not be amended to provide greater powers to the Governing Board, the Executive Committee, or the Executive Director than have been granted to the Authority.

16.2. Unless the amendment states otherwise, the amendment will take effect upon certification by the Governing Board that the necessary approvals of the Parties have been obtained.

ARTICLE 17. DISPUTE RESOLUTION PROCESS; AUTHORITY LIABILITY; CHOICE OF LAW, VENUE, JURY TRIAL WAIVER

17.1. Informal Dispute Resolution. The following procedure will apply to resolve a dispute between the Authority and any number of Parties, or between Parties, relating to matters arising out of this Agreement ("Dispute"): (i) the Authority or the Party will issue written notice of the Dispute to the Party or the Authority, as applicable, and any other applicable Parties; and (ii) the parties to the Dispute will use reasonable efforts to resolve the Dispute within sixty (60) days after the written notice, including through informal settlement meetings, discussions, mediation, or other process as may be agreed among them. The parties to the Dispute may jointly agree to extend the day deadline for informal dispute resolution.

17.2. Formal Dispute Resolution. If the Dispute is not fully resolved through the informal dispute resolution process described in Section 17.1, the parties to the Dispute will follow the

conflict resolution procedures for governmental disputes as provided in Chapter 164, Florida Statutes.

17.3. Failure to Resolve through Formal Dispute Resolution. If the processes required by Sections 17.1 and 17.2 fail to resolve the Dispute, the Authority and/or applicable Parties may litigate such Dispute.

17.4. Court-Ordered Dissolution of Authority; Termination of Agreement. In addition to any remedy at law or equity that a Party may have against the Authority, if a court of competent jurisdiction enters a final judgment that (a) the Authority is incapable of performing the services for which it was created, or (b) the actions or inactions of the Authority have prevented County from performing its obligations under Section 403.706, Florida Statutes, such court may order monetary damages (against the Authority but not against any members of the Authority) or equitable relief including, without limitation, the termination of this Agreement and the dissolution of the Authority.

17.5. Authority Liability for Capital Expansion of County Solid Waste Disposal Facilities. In addition to any other damages or remedies at law or in equity, if the Authority fails to perform its obligations under Sections 7.2 or 7.3 and, as a result, County undertakes an expansion of its solid waste disposal facilities to ensure it can satisfy its statutory obligations under Section 403.706, Florida Statutes, to provide disposal capacity for Authority Solid Waste generated in each Party's jurisdiction, the Authority shall be liable and responsible for payment to County of costs incurred by County for such capital expansion through the end of the of the remaining projected useful life of the disposal facility or facilities. Neither a reduction in the amount of Authority Solid Waste disposed of because of increases in the amount of Recyclable Materials lawfully processed or recycled at an appropriate site, nor a reduction in Authority Solid Waste disposal capacity at any Authority-owned facility resulting from County's exercise of its right of first refusal, pursuant to Article 18, shall be deemed a failure by the Authority to perform its obligations under Sections 7.2 or 7.3 of this Agreement.

17.6. Choice of Law; Venue; Waiver of Jury Trial. This Agreement and all disputes between the Parties and the Authority arising out of or relating to this Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The sole and exclusive venue for any litigation related to or arising out of this Agreement, or the duties and responsibilities of the Authority and the Parties, shall be in State Courts of the Seventeenth Judicial Circuit, in and for Broward County, Florida. **EACH PARTY KNOWINGLY, VOLUNTARILY, AND UNEQUIVOCALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY FOR ANY CLAIMS, WHETHER IN CONTRACT, TORT, OR STATUTE, ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

ARTICLE 18. RIGHT OF FIRST REFUSAL

18.1. Prior to entering an agreement to sell real property owned by the Authority of any value, including the associated material property, plant, or equipment (collectively referred to as "Authority Property"), the Authority must provide a copy of the offer, letter of intent, or proposed agreement ("Offer") to all Parties. The Parties will have a right of first refusal to

purchase the Authority Property at the same price, and on the same terms and conditions, as the Offer, as provided below:

18.1.1. If the Authority Property is a "solid waste disposal facility," as defined in Section 403.703, Florida Statutes (2022), County will have the right of first refusal. If County does not exercise the right of first refusal provided in this section, the Municipal Party or Municipal Parties where the Authority Property is located will have the right of first refusal.

18.1.2. For all other Authority Property, the Municipal Party, Municipal Parties, and/or County (for Authority Property located within unincorporated Broward County) where the subject Authority Property is located will have the right of first refusal. For Authority Property located within the territorial jurisdiction of more than one local governmental entity (e.g., two Municipal Parties or a Municipal Party and unincorporated Broward County), the right of first refusal may be exercised jointly or, if one Party elects not to exercise the right, by the other applicable Party. If no Municipal Party exercises the right of first refusal provided in this section, County will have the right of first refusal.

If the applicable Party does not provide the Authority with notice of its intent to exercise its right of first refusal within sixty (60) days after the Authority provides the Parties with a copy of the Offer, the Authority may proceed with the sale of the Authority Property. If County does not provide the Authority with notice of its intent to exercise the right of first refusal as provided in Section 18.1.1, the relevant Municipal Party or Municipal Parties will have sixty (60) days after receipt of notice from the Authority that County has not exercised its right to provide notice of intent to exercise its right of first refusal. If no Municipal Party provides the Authority with notice of its intent to exercise the right of first refusal as provided in Section 18.1.2, County will have sixty (60) days after receipt of notice from the Authority that no applicable Municipal Party has exercised its right to provide notice of its intent to exercise its right of first refusal.

ARTICLE 19. MISCELLANEOUS

19.1. Assignment. Except in the event of merger between Parties or the dissolution of a Party, wherein the successor to the Party will automatically become a Party, this Agreement, or any interest herein, may not be assigned, transferred, or otherwise encumbered, under any circumstances by any Party without the prior written consent of all other Parties to this Agreement, which will not be unreasonably withheld. Subject to Section 6.8, nothing herein will be deemed to restrict or prohibit the Authority's assignment of its rights and obligations as is deemed necessary or appropriate by the Authority for the provision of services under this Agreement.

19.2. Notices. All notices, consents, and other communications required, permitted, or otherwise delivered under this Agreement must be in writing and delivered either by hand with proof of delivery or mailed by first class registered or certified mail, return receipt required, postage prepaid, with contemporaneous email, and in any case must be addressed to each Party's mayor, with copies to its chief executive officer (e.g., City/Town Manager, County

Administrator, etc.) and its chief legal officer (e.g., City/Town Attorney, County Attorney, etc.), at the address of its main headquarters. Notices, consents, and other communications given by mail in accordance with this section will be deemed to have been given five (5) business days after the postmarked date; notices, consents, and other communications given by any other means will be deemed to have been given when received.

19.3. Incorporation of Agreements. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements, or understandings, applicable to the matters contained therein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

19.4. Incorporation by Reference. Any and all recital clauses stated above are true and correct and are incorporated in this Agreement by reference.

19.5. Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, then (a) that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not), and (b) the Parties shall negotiate in good faith and agree to such amendments, modifications, or supplements to this Agreement or such other appropriate actions as shall, to the maximum extent practicable, implement and give effect to the intentions of the Parties. If an unenforceable provision is modified, disregarded, or amended in accordance with this section, the rest of this Agreement is to remain in effect as written.

19.6. Representations and Warranties. Each Party hereby represents and warrants as to itself as follows:

19.6.1. It is duly organized and validly existing under the constitution and laws of the State of Florida, with full legal right, power, and authority to enter into and perform its obligations hereunder;

19.6.2. This Agreement has been duly authorized, executed, and delivered by it and constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms (except as such enforceability may be limited by Article X, Section 13 of the Florida Constitution or by bankruptcy, moratorium, reorganization or similar laws affecting the right of creditors generally);

19.6.3. Neither the execution nor delivery of this Agreement, nor the performance of such Party's obligations hereunder nor the fulfillment of the terms herein: (a) conflicts with, violates or results in a breach of the Constitution, any law or government regulation of the State of Florida, or any other local law or ordinance; or (b) conflicts with, violates, or results in any breach of any term or condition of any judgment or decree, or any agreement or instrument to which it is a party or by which it or any of its properties or assets are bound, or constitutes a default thereunder; and

19.6.4. Except for the procedures provided under Chapter 163 and Chapter 75, Florida Statutes, and such action as has already been taken, no approval, authorization, or order of, or any consent or declaration, registration or filing with, any governmental authority of the State of Florida, or any referendum or other action of voters by election, is required for the valid execution, delivery, and performance of this Agreement by it.

19.7. The applicable financial disclosure, noticing, and reporting requirements of the Authority shall be those provided by general law.

19.8. Intellectual Property. The Authority will have all right, title, and interest in and to any intellectual property created by or for the Authority. No other Party will make any claim of ownership to any such intellectual property or will have any rights to the intellectual property other than as expressly set forth in a written agreement between the Board and that other Party.

19.9. Sovereign Immunity. Except to the extent sovereign immunity is expressly waived by entering into this Agreement among the Parties, nothing herein is intended to serve as a waiver of sovereign immunity by any of the Parties nor shall anything included herein be construed as consent by any of the Parties to be sued by third parties in any matter arising out of this Agreement.

19.10. Interpretation. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Any references to "must," "shall," or "will" are obligatory. All citations to "Florida Statutes" mean those statutes as may be amended from time to time, except for references to the term "solid waste disposal facility," as defined in Section 403.703, Florida Statutes (2022). Any reference to "days" means calendar days, unless otherwise expressly stated.

19.11. Third-Party Beneficiaries. The Parties do not intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against any of them based upon this Agreement.

19.12. Counterparts and Multiple Originals. This Agreement 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.

19.13. Joinder by Authority. This Agreement is contingent upon the Authority, by majority vote of the Governing Board at its first meeting, agreeing to the terms, conditions, and obligations of the Authority as provided for in this Agreement and execution of the joinder of Authority provided for herein. Other than ministerial matters of procedure of the Governing Board, including election of a Chair and Vice-Chair, and other than executing the joiner, the Authority may not exercise any power under this Agreement until and unless it has executed such joinder, and this Agreement automatically terminates should the Governing Board fail to join in this Agreement by the end of its first meeting.

19.14. No Damages for Compliance with Future Applicable Law; Litigation Court Orders impacting Authority Operations. If any Party fails to meet its responsibilities or perform its obligations under this Agreement as a result of actions it takes in compliance with applicable laws, codes, advisory circulars, rules, regulations, ordinances, or orders of any federal, state, or other governmental entity (other than orders of the Party itself) issued, enacted, adopted, or promulgated after the Effective Date ("Future Applicable Law"), that Party shall not be liable to any other Party or to the Authority for damages, provided that such Party: (a) pursues any colorable challenge to the Future Applicable Law and the challenge proves unsuccessful (in whole or in applicable part); (b) issues written notice, with contemporaneous email, to the Authority and to all Parties within fifteen (15) days after the filing of or the initiation of such litigation; and (c) consents to intervention by the Authority and any other Party in such litigation. In addition, if a Party is named as a defendant in any litigation concerning solid waste, recycling, or issues likely to impact the Authority's operations or that Party's obligations under the Agreement, that Party must provide written notice of same to the Authority and all Parties within fifteen (15) days after the litigation was filed or the issue(s) otherwise arose (in the event the issue will be considered by any court within such fifteen (15) day period, such notice shall be provided as promptly as is practical after the Party receives notice of such pending court consideration) and consent to intervention in such litigation by the Authority and any other Party.

19.15. Notwithstanding anything to the contrary contained within or alluded to in this Agreement, nothing in this Agreement shall in any way diminish or modify any right or power of County to take the following actions before the Formation Conditions have been met:

19.15.1. Implement any recycling program County determines will help meet recycling goals established by the state or the Authority or identified by any expert retained by County, the Solid Waste Working Group established by the "Memorandum of Understanding Regarding Collaborative Study and Subsequent Development of an Integrated Solid Waste and Recycling System" between Broward County municipalities and County with an effective date of October 1, 2019, or the Authority; or

19.15.2. Contract for solid waste disposal capacity, or options therefor, with reasonable opportunities for coordination with representatives of the Authority, on such terms and conditions County determines will benefit the public, provided that the terms of any such agreement(s) contain a provision: (a) permitting County to assign the agreement(s) to the Authority after the Formation Conditions have been met; and (b) the Authority is not bound by such agreement(s) without its consent.

In addition, nothing contained within or alluded to in this Agreement shall at any time or in any way impede County from acting as it deems prudent to enable it to offer solid waste disposal capacity to municipalities that are not a party to the Agreement.

19.16. No Additional Financial Obligations. Notwithstanding anything to the contrary in this Agreement, prior to the Formation Conditions being met, the Authority shall take no action that in any way obligates any Party or Broward County resident to expend any money other than the amounts funded by the Parties as expressly stated in Section 5.4. The restrictions of this Section

19.16 shall not apply to any costs incurred by a Party pursuant to the Independent Counsel Procedures referenced in Section 6.10.2.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature on behalf of each Party to this Agreement, signing by and through its Mayor or Vice-Mayor, authorized to execute same by action of its elected body.

[SIGNATURE PAGES OF PARTIES TO FOLLOW]

JOINDER BY AUTHORITY

By affirmative vote of the Governing Board of the Authority, signing by and through its Chair or Vice-Chair, the Authority hereby joins in this Agreement and further agrees to be bound by all terms, conditions, and obligations stated herein that apply to the Authority.

Signed: _____

Print Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 23 day of May, 2023, and the Municipal Parties, signing by and through their authorized signers.

COUNTY

ATTEST:

_____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners

By_____
Mayor

____ day of _____, 2023

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: 2023.05.15 11:47:44 -04'00'
Matthew Haber (Date)
Assistant County Attorney

By Nathaniel Klitsberg Digitally signed by Nathaniel Klitsberg Date: 2023.05.15 15:53:47 -04'00'
Nathaniel A. Klitsberg (Date)
Senior Assistant County Attorney

SOLID WASTE INTERLOCAL AGREEMENT ("ILA") – KEY POINTS

- **Mission:** "To develop and implement a long-term, environmentally sustainable, transparent, innovative, and economically efficient plan and approach to disposal, reduction, recycling, and reuse of waste generated in Broward County."

- **Participation and Approval:** To become effective, the ILA must be approved and executed by the County and municipalities representing at least 75% of the total population of Broward County. The Effective Date is the date when this is first accomplished. Municipalities that do not initially join the Authority may do so at a later date, subject to any additional terms and conditions established by the Authority, including payment of all amounts as may be required at that time.

- **Term:** 40 years, with up to two possible 10-year extensions approved by the County Commission and the elected bodies of municipalities representing some minimum percentage of the Broward solid waste tonnage as determined by Governing Board (which will be no less than 50%).

- **Governance:**

    - **Governing Board**: One elected official from the County and one from each participating municipality.

    - **Executive Committee**: Eleven members - 5 from the largest 1/3rd of the municipalities, 3 from the medium 1/3rd of the municipalities, 2 from smallest 1/3rd of the municipalities, and 1 from the County. Two year terms. One alternate for each municipal group.

    - **Executive Director**: Serves as CEO and is responsible for day-to-day operations. Appointed and removed by majority vote of Executive Committee. Will be an employee of the Authority and cannot, while serving as Executive Director, be employed by any party, be an elected official of any party, or have a contract to consult for or lobby on behalf of any party.

    - **Technical Advisory Committee ("TAC")**: Role is to provide technical advice, guidance and recommendations to Executive Director, Executive Committee and Governing Board. County and each participating municipality may appoint one representative (and an alternate) to TAC. TAC members must have professional knowledge or experience in solid waste industry, environmental sciences, sustainability or related profession, and must be from that party's solid waste, environmental management, public works, utilities or similar department.

    - **Decisions:** Certain decisions are made by the Executive Director, some by the Executive Committee, and some by the Governing Board. Most decisions of the Governing Board are by majority vote, but some major decisions require a supermajority vote of 2/3rd of the Governing Board members representing at least 2/3rd of the Broward Tonnage plus the County. The ILA describes each type of decision and how such decision is made. Governing Board can also overturn any decision of the Executive Committee (except decisions related to the appointment/removal of the Executive Director) by supermajority 2/3rd vote plus County.

- **Master Plan/Facilities Amendment:**

    - **Master Plan/Facilities Amendment:** The Governing Board shall adopt a Master Plan and a proposed Facilities Amendment to the ILA, which will collectively describe the Authority's operations in detail, provide the comprehensive planning framework and strategic direction to manage system waste, set forth the facilities that will be operated as part of the system, and describe the funding/financing mechanisms for the Authority.

- **Adoption requirements and deadline:** The Master Plan and Facilities Amendment must be approved within 18 months after the Effective Date of the ILA (which deadline can be extended 6 months by the Executive Committee and another 12 months by the Governing Board). The Master Plan must be approved by the County's representative to the Governing Board and at least 2/3rd of the municipal representatives. The Facilities Amendment must be approved by the elected bodies of municipalities representing at least 80% of the total population of the participating municipalities and the County Commission. Unless both the Master Plan and the Facilities Amendment are approved by the deadline (as it may be extended), the ILA will automatically terminate.

- **Opt Out:** A municipal party may withdraw from the ILA within 120 days after receiving the proposed Master Plan and Facilities Amendment.

- **Funding:**

  - **Start-Up Funding:** Until the Authority is able to fund its budget through special assessments or other methods, each party must financially contribute towards the costs of operations. Such expenses are capped at $2,000,000 per year, calculated on a fiscal year basis. The portion of the start-up funding that will be used for the cost of professional/technical consultants to develop the Master Plan will be paid 50% by the County and 50% by the municipal parties on a pro rata basis based upon population. The remaining start-up expenses will be paid by all parties on a pro rata basis based upon population (with the County's population based upon the unincorporated areas only).

  - **Permanent Funding:** It is anticipated that subsequent to the adoption of the Master Plan and Facilities Amendment, the Authority will be funded through special assessments or other methods.

- **Commitment of Solid Waste to Authority:** The parties all commit to send all of their System Waste to the Authority, through regulatory flow control (through the adoption of ordinances) and contractual flow control (through inclusion of such provisions in new hauler contracts), all subject to existing contracts.

- **Other Provisions:** The ILA contains numerous other provisions addressing various topics, including but not limited to: reservation of powers; impact of dissolution or merger of municipality; waste segregation programs; cooperation; meeting procedures and requirements; ethics compliance; distribution of Authority assets; reserve obligations; specific powers of Executive Director, Governing Board an Executive Committee; debt obligations; special assessment and bonding power; budget; audits; reporting requirements; title to waste; relationship of parties; indemnification and defense of claims; default; amendments; dispute resolution; rights of first refusal to purchase Authority assets; assignments; notices; representations and warranties; intellectual property, and sovereign immunity.

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. 2023-25 Consideration to Ratify the Consultant Contract Between the Town of Hillsboro Beach, the City of Deerfield Beach, and D.B. Ecological Services, Inc. Related to the Joint Beach Renourishment Project.**

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

Agenda Date: **June 6, 2023**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:

1. agenda cover memo DB Ecological Services
2. Resolution
3. D.B. Ecological Services, Inc. - Consultant Contract (1)

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

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

Agenda Item Cover Memo

Agenda Item: DB Ecological Services – Post Construction Shorebird Monitoring

Submitting Dept: Town Manager

Agenda Date: May 23, 2023

1. BACKGROUND / HISTORY

In March 2023, as part of a settlement agreement with the City of Deerfield Beach, the two jurisdictions participated in a beach nourishment with Boca Raton. All three agencies collaborated resources and efforts to utilize the ebb shoal in the Boca Inlet as a source to place sand on all three jurisdiction's beaches.

2. CURRENT ACTIVITY

As required by the Town's FDEP permit, the City of Deerfield and Town of Hillsboro Beach are required to perform shorebird monitoring to survey the species and migration of the birds. The surveys will occur daily during construction plus, depending on the bird species, either twice per month from July 2023 – May 2024, or weekly through August 2023.

Per the settlement agreement between the City and Town, the monitoring costs are split evenly between the two jurisdictions.

3. FINANCIAL IMPACT

This contract is $56,550, with Deerfield and Hillsboro Beach splitting the total equally, $28,275. The Town's share will be partially offset by a 50% reimbursement from the State of Florida from the Local Government Funding Request (LGFR) for beach nourishment program.

4. RECOMMENDATION

Approval of the purchase is requested.

RESOLUTION NO. 2023-25

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, RATIFYING THE CONSULTANT CONTRACT BETWEEN THE TOWN OF HILLSBORO BEACH, THE CITY OF DEERFIELD BEACH AND D.B. ECOLOGICAL SERVICES, INC. RELATED TO THE JOINT BEACH RENOURISHMENT 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 ratify the Consultant Contract between the Town of Hillsboro Beach, the City of Deerfield Beach and D.B. Ecological Services, Inc. related to the Joint Beach Renourishment 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 is 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 ratifies the Consultant Contract between the Town of Hillsboro Beach, the City of Deerfield Beach and D.B. Ecological Services, Inc. related to the Joint Beach Renourishment Project. A copy of the Consultant Contract is attached hereto as Exhibit “A”.

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

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

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

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

ADOPTED by the Town Commission of the Town of Hillsboro Beach, Florida this ____ day of _____ 2023.

TOWN OF HILLSBORO BEACH, FLORIDA

_____
Irene Kirdahy, Mayor

ATTEST:

_____
Sherry D. Henderson, CMC
Town Clerk

RECORD OF TOWN COMMISSION VOTE:
RESOLUTION NO. 2023-25

MAYOR IRENE KIRDAHY	_____
VICE MAYOR BARBARA BALDASARRE	_____
COMMISSIONER JANE REISER	_____
COMMISSIONER VINNIE ANDREANO	_____
COMMISSIONER DAVID A. RAVANESI	_____

CONSULTANT CONTRACT

This Consultant Contract (the "Contract") is entered into on this _____ day of 5/22/2023, 2023, by and between the City of Deerfield Beach (the "CITY"), the Town of Hillsboro Beach (the "TOWN"), and D.B. Ecological Services, Inc. (the "CONSULTANT").

W I T N E S S E T H:

WHEREAS, the City and Town (the "Parties') entered into a Memorandum of Understanding related to the Joint Beach Renourishment Project ("Project"); and

WHEREAS, as part of the Project and as a requirement from the Florida Department of Environmental Protection ("FDEP"), the Parties need to retain a consultant to provide piping plover and shorebird monitoring professional services; and

WHEREAS, the City of Boca Raton has retained the CONSULTANT for the same FDEP requirement related to the South Boca Beach Renourishment -6th Renourishment Event ("Project 1440080); and

WHEREAS, as the Project is in the implementation stage and in order to have continuity with the Project, the Parties desire to retain CONSULTANT; and

WHEREAS, the Parties will each pay their pro-rata share of the costs for the Services for the CONSULTANT to provide the Services as more specifically set forth in the Scope of Services attached as Exhibit "A" and incorporated herein by reference; and

WHEREAS, this Contract and CONSULTANT's Proposal and any Work Authorizations issued by either the City, Town or both parties pursuant to the terms of this Contract constitute the entire Contract and describe the Services to be provided by CONSULTANT.

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE I
INTRODUCTION AND SCOPE OF SERVICES

1.1 The above referenced Whereas clauses are true and correct and made a part hereof.

1.2 This Contract, together with the CONSULTANT's proposal, attached as Exhibit "A," and any work authorizations issued under this Contract shall constitute the entire Contract. The parties agree that the scope of services described in Exhibit "A" is a description of CONSULTANT's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by CONSULTANT impractical, illogical, or unconscionable. Except as specifically modified herein, CONSULTANT shall be bound by the terms and conditions as set forth in this Contract and in accordance with the Scope of Services described in Exhibit "A."

1.3 This is a non-exclusive contract. The CITY or TOWN may, in their sole and absolute discretion, utilize other parties to provide any of the services related to the Project, or

any aspect of the Services if the CITY or TOWN deem it to be in the best interest of the CITY and TOWN.

1.4 CONSULTANT acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Contract.

ARTICLE 2
TERM AND TIME OF PERFORMANCE

2.1 The initial contract term shall be three years and shall commence upon final execution of the Contract by the CITY and TOWN, with the option to renew the Contract for two, one year periods providing all terms, conditions, and scope of services remain the same, the parties agree to the renewal, and such renewal is approved by both the City Manager and Town Manager.

2.2 In the event services are scheduled to end because of the expiration of the Contract, the CONSULTANT shall continue to provide the Services upon the request of the City Manager and Town Manager or their designees. The extension period shall not extend for more than one hundred eighty (180) days beyond the expiration date of the existing Contract. The CONSULTANT shall be compensated for the Services at the rates in effect when this extension clause is invoked by the CITY and TOWN.

2.3 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Contract.

ARTICLE 3
SCOPE OF SERVICES

CONSULTANT's services shall consist of the services set forth in the Scope of Services, attached hereto and incorporated herein as Exhibit “A” (the “Services”). CONSULTANT shall provide the Services as set forth in Exhibit “A” including all necessary, incidental, and related activities and services.

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1 The CITY and TOWN shall compensate the CONSULTANT for the Services in an amount not to exceed $56,550 based on staff, equipment, and travel and will be billed as a lump sum in accordance with subsection 4.2 below and the compensation provided for in the applicable Work Authorization, which amounts shall be accepted by CONSULTANT as full compensation for all such work. It is acknowledged and agreed by CONSULTANT that this amount is the maximum payable and constitutes a limitation upon CITY's and TOWN’s obligation to compensate CONSULTANT for the Services related to this Contract. This amount, however, does not constitute a limitation, of any sort, upon CONSULTANT's obligation to perform all items of work required by or which can be reasonably inferred from the Contract. No amount shall be paid to CONSULTANT to reimburse its expenses, unless authorized in this Contract.

4.2 CONSULTANT shall submit invoices for compensation on a monthly basis to the CITY and the TOWN for work that has been completed. The total monthly amount to be invoiced

by CONSULTANT shall be divided equally with 50% of the monthly amount on the CITY invoice and 50% of the monthly amount on the TOWN invoice. CONSULTANT shall submit with each invoice a Certification of Payments to Suppliers and subconsultants, if subconsultants are used and allowed by the Contract. The CITY shall not be responsible for payment of monthly amounts invoiced to the TOWN, and the TOWN shall not be responsible for payment of monthly amounts invoiced to the CITY.

4.3 To be deemed proper, all invoices must comply with the requirements set forth in this Contract and must be submitted on the form and pursuant to instructions prescribed by the Contract. Payment may be withheld for failure of CONSULTANT to comply with a term, condition, or requirement of this Contract.

4.4 The CONSULTANT and the CITY and TOWN shall abide by the Local Government Prompt Payment Act, FL SS. 218.70-218.80.

4.5 Notwithstanding any provision of this Contract to the contrary, CITY or TOWN may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Contract. The amount withheld shall not be subject to payment of interest by CITY or TOWN.

4.6 Payment will be made to CONSULTANT at:

D.B. Ecological Services, Inc.
9752 Fleming Grant Road
Micco, FL 32976

ARTICLE 5
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

CITY and TOWN may request changes that would increase, decrease or otherwise modify the Scope of Services to be provided under this Contract. Such changes must be made in writing and executed by the CITY, TOWN and CONSULTANT. CITY and TOWN shall compensate CONSULTANT for such additional services on the basis provided for in the applicable Work Authorization.

ARTICLE 6
CITY'S AND TOWN'S RESPONSIBILITIES

6.1 CITY and TOWN shall assist CONSULTANT by placing at CONSULTANT's disposal all information CITY and TOWN has reasonably available pertinent to the Services, including previous reports and any other data relative to the Services.

6.2 CITY and TOWN shall arrange for access to, and make all reasonable provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform the Services.

ARTICLE 7
TERMINATION OR SUSPENSION

7.1 This Contract may be terminated for convenience by the CITY and TOWN, jointly. Termination for convenience by the CITY and TOWN shall be effective on the termination date stated in written notice provided by CITY and TOWN, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the City Manager and Town Manager, jointly, upon such notice as the City Manager and Town Manager deem appropriate under the circumstances in the event the City Manager and Town Manager both determine that termination is necessary to protect the public health or safety. The parties agree that if the CITY and TOWN erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

7.2 This Contract may be terminated for cause for reasons including, but not limited to, CONSULTANT's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract.

7.3 Notice of termination shall be provided in accordance with the “NOTICES" section of this Contract except that notice of termination by the City Manager and Town Manager, in the event the City Manager and Town Manager deem necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Contract.

7.4 In the event this Contract is terminated for convenience, CONSULTANT shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. CONSULTANT acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY and TOWN, the receipt and adequacy of which are hereby acknowledged by CONSULTANT, for CITY’s and TOWN’s right to terminate this Contract for convenience.

7.5 In the event this Contract is terminated for any reason, any amounts due CONSULTANT shall be withheld by CITY and TOWN until all documents are provided to CITY and/or TOWN pursuant to Section 10.2 and 10.3 of Article 10.

7.6 If CONSULTANT is in violation of any of the terms and conditions of this Contract at any time during the term of this Contract, including any option terms, the CITY and TOWN shall have the right to suspend the CONSULTANT until the violation is resolved to the satisfaction of the CITY and TOWN. If the violation is not promptly resolved or is of such serious nature that the CITY and TOWN determine that suspension is not adequate, the CITY and TOWN reserve the right to terminate for cause.

7.6.1 In the event the CONTRACT is terminated, the CITY and TOWN may assign the contract to another CONSULTANT, or seek a new CONSULTANT, until the contract is re-let, or until the end of the contract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 8
INSURANCE

8.1 To ensure the indemnification obligation contained in Section 10.7 of this Contract, CONSULTANT shall provide, pay for and maintain in force at all times during the services to be performed, Professional Liability Insurance, Workers' Compensation Insurance, Comprehensive General or Commercial Liability Insurance, Business Automobile Liability Insurance and Employer's Liability Insurance as set forth below.

8.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Article and shall be issued by approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. CONSULTANT shall pay all deductible amounts, if any. CONSULTANT shall specifically protect CITY and TOWN and the City and Town Commissions by naming CITY and TOWN and the City and Town Commissions as additional insured under the Comprehensive General/Commercial Liability Insurance policy and business automobile liability insurance hereinafter described as well as on any Excess Liability Policy coverage.

8.2.1 Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis to be no less than One Million Dollars ($1,000,000.00) per occurrence with a combined single limit of two million dollars ($2,000,000.00) per occurrence as more specifically set forth on the Certificate of Insurance attached as Composite Exhibit “B. **CONSULTANT shall notify CITY and TOWN in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy.**

8.2.2 Workers' Compensation Insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, the Workers' Compensation Law, of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include Employers’ Liability with a limit of One Hundred Thousand Dollars ($100,000.00) each accident, as more specifically set forth on the Certificate of Insurance attached as Composite Exhibit “B”.

8.2.3 Business Automobile Liability Insurance with minimum limits of Five Hundred Thousand Dollars ($500,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability as more specifically set forth in Composite Exhibit “B”. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Owned vehicles, if applicable.
Hired and non-owned vehicles, if applicable.
Employers' non-ownership, if applicable.

8.3 CONSULTANT shall provide to CITY and TOWN certificates of insurance within fifteen (15) days after notification of award of the contract reflecting the coverage provided herein. CONSULTANT shall provide to CITY and TOWN a Certificate of Insurance or a copy of all insurance policies required by this Article. CITY and TOWN reserve the right to require a certified copy of such policies upon request. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONSULTANT is completed. All certificates and endorsements required herein shall state that CITY and

TOWN shall be given thirty (30) days' notice prior to expiration or cancellation and/or restriction of the policy. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration. CONSULTANT's failure to provide to CITY and TOWN the Certificates of Insurance within fifteen (15) calendar days shall be the basis for the termination of the Contract.

8.4 CITY and TOWN reserve the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage.

8.5 CITY and TOWN are to be expressly included as an Additional Insured with respect to general liability and excess liability coverages arising out of operations performed for the CITY and TOWN by or on behalf of CONSULTANT or acts or omissions of CONSULTANT in connection with general supervision of such operation. If CONSULTANT uses a subcontractor, then CONSULTANT shall ensure that subcontractor names CITY and TOWN as an additional insured.

8.6 Notice of Cancellation and/or Restriction--The policy(ies) must be endorsed to provide CITY and TOWN with at least thirty (30) days' notice of cancellation and/or restriction.

ARTICLE 9
EEO AND SDBE COMPLIANCE

9.1 Non-discrimination, Equal Employment Opportunity, and Americans with Disabilities Act

No party to this Contract may discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Contract, the solicitation for or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. CONSULTANT shall include the foregoing or similar language in its contracts with any subcontractors or Sub-consultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CITY and TOWN deem appropriate.

CONSULTANT shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. CONSULTANT shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY and TOWN, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

By execution of this Contract, CONSULTANT represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes, as may be amended from time to time). CITY and TOWN hereby materially rely on such representation in entering into this Contract. An untrue representation of the foregoing shall entitle CITY and TOWN to terminate this Contract and recover from CONSULTANT all monies paid by CITY and TOWN pursuant to this Contract.

ARTICLE 10
MISCELLANEOUS

10.1 Ownership of Documents

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by CONSULTANT in connection with this Contract shall become the property of CITY and/or TOWN, whether the Project for which they are made is completed or not and shall be delivered by CONSULTANT to Contract Administrator within fifteen (15) days of the receipt of the written notice of termination. If applicable, CITY and/or TOWN may withhold any payments then due to CONSULTANT until CONSULTANT complies with the provisions of this section.

10.2 Audit Right and Retention of Records

10.2.1 CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project, including, without limitation, complete and correct records of payments to each of its Sub-consultants and subcontractors. For each Sub-consultant and subcontractor, the books, records, and accounts shall reflect each payment to the Sub-consultant or subcontractor and the cumulative total of the payments made to the Sub-consultant or subcontractor. CITY and/or TOWN shall have the right to audit the books, records, and accounts of CONSULTANT and its Sub-consultants and subcontractors that are related to this Project. All books, records, and accounts of CONSULTANT and its Sub-consultants and subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONSULTANT or its Sub-consultants and subcontractors, as applicable, shall make same available at no cost to CITY and/or TOWN in written form.

10.2.2 CONSULTANT and its Sub-consultants and subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY and/or TOWN, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY and/or TOWN to be applicable to CONSULTANT's and its Sub-consultants and subcontractors' records, CONSULTANT and its Sub-consultants and subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT or its Sub-consultants and subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's and TOWN's disallowance and recovery of any payment upon such entry.

10.2.3 CONSULTANT shall, by written contract, require its Sub-consultants and subcontractors to agree to the requirements and obligations of this Article 10.2.

10.3 Public Records

CONSULTANT agrees to keep and maintain public records in CONSULTANT's possession or control in connection with CONSULTANT's performance under this Contract. CONSULTANT additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.

10.3.1 CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Contract, and following completion of the Contract until the records are transferred to CITY and TOWN.

10.3.2 Upon request from CITY or TOWN'S custodian of public records, CONSULTANT shall provide CITY or 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

10.3.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of CITY and TOWN.

10.3.4 Upon completion of this Contract, transfer, at no cost, to the CITY and TOWN all public records in possession of CONSULTANT or keep and maintain public records required by CITY and TOWN to perform the Services. If CONSULTANT transfers all public records to CITY and TOWN upon completion of this Contract, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of this Contract, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically by CONSULTANT shall be delivered to CITY, upon request from the CITY'S or TOWN'S Custodian of Records, in a format that is compatible with the CITY'S and TOWN'S information technology systems.

10.3.5 Any compensation due to CONSULTANT shall be withheld until all records are received as provided herein.

10.3.6 CONSULTANT'S failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Contract by CITY.

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

City Custodian of Public Records: HEATHER MONTEMAYOR, CITY CLERK
Mailing address: 150 N.E. 2ND AVE.,
DEERFIELD BEACH, FL 33441
Telephone number: 954-480-4213
Email: WEB.CLERK@DEERFIELD-BEACH.COM

Town Custodian of Public Records: SHERRY D. HENDERSON, TOWN CLERK
Mailing address: 1210 HILLSBORO MILE,
HILLSBORO BEACH, FL 33062
Telephone number: 954-427-4011
Email: SHENDERSON@TOWNOFHILLSBOROBEACH.COM

10.4 Scrutinized Companies

10.4.1 CONSULTANT certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the CITY and TOWN may immediately terminate this Contract at its sole option if the CONSULTANT or its subconsultants are found to have submitted a false certification; or if CONSULTANT, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract.

10.4.2 If this Contract is for more than one million dollars, CONSULTANT certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the CITY and TOWN may immediately terminate this Contract at its sole option if CONSULTANT, its affiliates, or its subconsultants are found to have submitted a false certification; or if CONSULTANT, its affiliates, or its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Contract.

10.4.3 CONSULTANT agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.

10.4.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

10.5 Public Entity Crime Act

10.5.1 CONSULTANT represents that the execution of this Contract will not violate Section 287.133, Florida Statutes, the Public Entity Crimes Act, which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CITY or TOWN, may not submit a bid on a contract with CITY and TOWN for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY or TOWN, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CITY or TOWN, and may not transact any business with CITY or TOWN in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Article shall result in termination of this Contract and recovery of all monies paid hereto.

10.5.2 In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a “public entity crime” and that it has not been formally charged with committing an act defined as a “public entity crime”

regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

10.6 Subconsultants

CONSULTANT shall utilize the Sub-consultants identified in the Exhibit "C" - Schedule of Sub-Consultant Participation that were a material part of the selection of CONSULTANT to provide the services for this Contract. CONSULTANT shall obtain written approval of Contract Administrator, which may be withheld in the sole discretion of the CITY or TOWN, prior to using any Sub-consultant(s) that are not set forth in Exhibit "C". The list of Sub-consultants is provided on Exhibit "C" Schedule of Sub-consultant Participation, as attached hereto and made a part hereof.

10.7 Assignment and Performance

10.7.1 Neither this Contract nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other party and CONSULTANT shall not subcontract any portion of the work required by this Contract except as authorized pursuant to Article 10.6. CITY and TOWN shall have the right to terminate this Contract, effective immediately, if there is an assignment, or attempted assignment, transfer, or encumbrance, of this Contract or any right or interest herein by CONSULTANT without CITY's and TOWN's written consent.

10.7.2 CONSULTANT represents that all persons delivering the services required by this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CITY's and TOWN's satisfaction for the agreed compensation.

10.7.3 CONSULTANT shall perform its duties, obligations, and services under this Contract in a skillful and respectable manner. The quality of CONSULTANT's performance and all interim and final product(s) provided to or on behalf of CITY and TOWN shall be comparable to the best local and national standards.

10.8 Indemnification of City and Town

CONSULTANT shall indemnify and hold harmless CITY and TOWN, and their officers and employees, from all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of CONSULTANT, or other persons employed or utilized by CONSULTANT in the performance of this Contract. The provisions of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by Contract Administrator and City Manager and Town Manager, any sums due CONSULTANT under this Contract may be retained by CITY and TOWN until all of CITY's and TOWN's claims for indemnification pursuant to this Contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by CITY or TOWN. Nothing in this Agreement shall be deemed or treated as a waiver by the CITY or TOWN of any immunity or protections to which they are entitled by law, including but not limited to the CITY'S and TOWN'S sovereign immunity as set forth in Section 768.28, Florida Statutes.

10.9 Representative of City, Town and Consultant

10.9.1 The parties recognize that questions in the day-to-day conduct of any Services performed under this Contract will arise. The Contract Administrator, upon CONSULTANT's request, shall advise CONSULTANT in writing of one (1) or more CITY or TOWN employees to whom all communications pertaining to the day-to-day conduct of the Services shall be addressed.

10.9.2 CONSULTANT shall inform the Contract Administrator in writing of CONSULTANT's representative to whom matters involving the conduct of the Services under this Contract shall be addressed.

10.10 All Prior Agreements Superseded

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Contract that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

10.11 Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the CITY'S and TOWN'S Signator and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

10.12 Notices

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this Article. For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY:

David Santucci, City Manager
150 NE 2nd Avenue
Deerfield Beach, Florida 33441

With A Copy To: Anthony C. Soroka
City Attorney
Weiss Serota Helfman Cole Bierman
2255 Glades Road, Suite 200-E

Boca Raton, Florida 3341

FOR TOWN:

William "Mac" Serda, Town Manager
1210 Hillsboro Mile
Hillsboro Beach, Florida 33062
Phone: 954-427-4011
Email: mserda@townofhillsborobeach.com

FOR CONSULTANT:
D.B. Ecological Services, Inc.
19663 Hampton Drive
BOCA RATON, FL 33434

10.13 Truth-In-Negotiation Certificate

Signature of this Contract by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which CITY and TOWN determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Contract.

10.14 Interpretation

The language of this Contract has been agreed to by the parties to express their mutual intent and no rule of strict construction shall be applied against any party hereto. The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract. All personal pronouns used in this Contract shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Contract as a whole and not to any particular sentence, paragraph, or Article where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Contract, such reference is to the Section or Article as a whole, including all of the subsections of such Article, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

10.15 Consultant's Staff

10.15.1 CONSULTANT will provide the key staff identified in their proposal for Project as long as said key staff are in CONSULTANT's employment.

10.15.2 CONSULTANT shall obtain prior written approval of Contract Administrator to change key staff. CONSULTANT shall provide Contract Administrator with such

information as necessary to determine the suitability of proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications.

10.15.3 If Contract Administrator desires to request removal of any of CONSULTANT's staff, Contract Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.

10.16 **Independent Contractor:** CONSULTANT is an independent contractor under this Contract. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT and any of its subcontractors or agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of CITY or TOWN.

10.17 **Third Party Beneficiaries:** Neither CONSULTANT nor CITY nor TOWN intend to directly or substantially benefit a third party by this Contract. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a claim against either of them based upon this Contract.

10.18 **Conflicts:**

10.18.1 Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Contract.

10.18.2 CONSULTANT agrees that none of its officers or employees shall, during the term of this Contract, serve as an expert witness against CITY or TOWN in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY or TOWN or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

10.18.3 In the event CONSULTANT is permitted to utilize subcontractors to perform any services required by this Contract, CONSULTANT agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

10.19 **Contingency Fee:** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For a breach or violation of this provision, Board shall have the right to terminate this Contract without

liability at its discretion, or to deduct from the Contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

10.20 Materiality and Waiver of Breach

10.20.1 CITY, TOWN and CONSULTANT agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Contract and that each is, therefore, a material term hereof.

10.20.2 CITY'S or TOWN'S failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

10.21 Compliance with Laws: CONSULTANT shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Contract.

10.22 Severance: In the event this Contract or a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY and TOWN or CONSULTANT elect to terminate this Contract. The election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

10.23 Joint Preparation: Preparation of this Contract has been a combined effort of CITY, TOWN and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

10.24 Priority of Provisions: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Contract by reference and a term, statement, requirement, or provision of this Contract, the term, statement, requirement, or provision contained in Articles 1 through 10 of this Contract shall prevail and be given effect.

10.25 Law, Jurisdiction, Venue, Waiver of Jury Trial: This Contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Contract shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS CONTRACT, CONSULTANT AND CITY AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT.**

10.26 **Incorporation By Reference:** The attached Exhibits are incorporated into and made a part of this Contract.

10.27 **Re-Use of Work Product:**

10.27.1 CITY and TOWN may, at their option, re-use (in whole or in part) the end-product or deliverables resulting from CONSULTANT's professional services (including, but not limited to, drawings, specifications, other documents, and services as described herein and in Exhibit A, Scope of Services); and CONSULTANT agrees to such re-use in accordance with this provision.

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

10.29 **Multiple Originals:** Multiple copies of this Contract may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

10.30 Notwithstanding anything to the contrary set forth herein, if applicable to the project and scope of work, and all applicable federally required standard provisions as set forth in 2 C.F.R. Sec. 200.326. In the event of any conflicts, the provisions of this section shall prevail. A breach of any of the below provisions or any applicable provisions of 2 CFR 200.326 may be grounds for termination of this Agreement, or for debarment of the CONTRACTOR.

10.30.1 Clean Air Act: Pursuant to 42 U.S.C. 7401- 7671q. and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). TOWN and CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Clean Air Act

(1) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The CONTRACTOR agrees to report each violation to TOWN and CITY and understands and agrees that the TOWN and CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The CONTRACTOR agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
(2) The CONTRACTOR agrees to report each violation to the TOWN and CITY and understands and agrees that the TOWN and CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
(3) The CONTRACTOR agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

10.30.2. Byrd Anti-Lobbying Amendment. 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

10.30.3 CONTRACTOR shall assist TOWN and CITY in completing any and all forms necessary for reimbursements from state or federal agencies, including but not limited to FEMA, relating to this Agreement. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation and submittal of any and all necessary cost substantiation and preparing replies to any and all agency denial or inquiries.

10.30.4 If reimbursement is denied to TOWN or CITY (individually or collectively the “Non-Reimbursed Party”) due to CONTRACTOR’s negligence, CONTRACTOR upon notification from FEMA, or any other agency of such denial and upon written demand by the Non-Reimbursed Party, shall reimburse the Non-Reimbursed Party for amounts denied due to CONTRACTOR’s negligence. This obligation shall survive the term or termination of this Agreement.

CONSULTANT CONTRACT

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: CITY OF DEERFIELD BEACH through the City Manager on the _____ day of 5/22/2023, 2023, and the TOWN OF HILLSBORO BEACH, through its Town Manager, on the _____ day of _____, 2023, and CONSULTANT signing by and through DB Ecological Services, Inc, authorized to execute same on the _____ day of 5/22/2023, 2023.

CITY

ATTEST:

DocuSigned by:
Heather Montemayor
5E72EBB3A1E04DD...

HEATHER MONTEMAYOR, CITY CLERK

CITY OF DEERFIELD BEACH, a municipal corporation of the State of Florida

DocuSigned by:
BY David Santucci
8E00D88DCB45419...

DAVID SANTUCCI, CITY MANAGER

APPROVED AS TO FORM AS TO FORM AND LEGAL SUFFICIENY FOR THE USE AND RELIANCE OF THE CITY OF DEERFIELD BEACH, FLORIDA, ONLY.

DocuSigned by:
Anthony Soroka
5CAA0437D59A4C4...

ANTHONY SOROKA, CITY ATTORNEY

TOWN

Witnesses:

_____

_____

TOWN OF HILLSBORO BEACH

BY_____

IRENE KIRDAHY, MAYOR

___ day of _____, 2023.

ATTEST:

_____

TOWN CLERK

APPROVED AS TO FORM:

DocuSigned by:
Donald J. Doody
C8D58523AF564100...

DJ DOODY, TOWN ATTORNEY

CONSULTANT CONTRACT

CONSULTANT

DB Ecological Services, Inc

ATTEST: (Please Type Name of Consultant/Firm)

DocuSigned by:

By Christine Perretta

BC019B29358A404...

_____ President/Vice President

Secretary

Christine Perretta

_____ (Please Type Name of President/Vice President)

(Please Type Name of Secretary)

CORPORATE SEAL ___ day of 5/22/2023, 20___.

EXHIBIT "A"
CONSULTANT'S PROPOSAL AND SCOPE OF SERVICES

DEERFIELD BEACH & HILLSBORO BEACH SAND PLACEMENT PROJECT PIPING PLOVER AND SHOREBIRD MONITORING

This cost proposal is provided by DB Ecological Services, Inc. to perform postconstruction piping plover and shorebird monitoring for the City of Deerfield Beach for the Deerfield/ Hillsboro Beach Nourishment Project. Surveys will be conducted within the fill placement area from R5-R12.

The costs provided below are based upon the specifications in the USFWS Statewide Programmatic Biological Opinion (SPBO) for the project, the Piping Plover BO and FWC regulations. Costs are provided on a per event basis.

Preconstruction survey:
If times allows following approval of this cost proposal a preconstruction survey within the project limits will be conducted to record any shorebird or piping plover activity. One preconstruction survey will be performed if construction has not begun at cost proposal approval.

1 preconstruction bird survey = $650.00

Surveys during construction:
The project is anticipated to occur during shorebird nesting season (February 15 – August 15) shorebird surveys are required to be performed daily throughout construction beginning on April 1 in Broward County. We are estimating 20 days of construction shorebird monitoring as the project is anticipated to be completed before the end of April. Daily shorebird surveys will be conducted throughout construction until the project is completed and equipment is removed from the beach. As a cost saving measure the daily shorebird surveys during construction will be conducted in the early morning following the completion of nighttime sea turtle monitoring when possible until nighttime sea turtle monitoring is no longer needed. Below is the worst-case scenario cost for daily shorebird monitoring without cost savings described above.
Shorebird survey performed if nighttime sea turtle monitoring is completed = $650.00/day
Estimated 20 days of shorebird surveys. 20x$650 without nighttime monitoring = $13,000.00

Post construction surveys:
Piping plover surveys are to occur twice per month through the piping plover migration and winter season which extends from 15 July to 15 May. Post construction piping plover surveys are to occur for 2 full migration and winter seasons following construction. Surveys will begin upon project construction completion and continue until 15 May 2023 which is anticipated to result in 2 surveys being conducted, at which time surveys will cease.

Piping Plover surveys will resume on 15 July 2023 and will continue until 15 May 2024, resulting in 22 surveys being performed for the first post construction Winter season. Surveys will resume on 15 July 2024 and continue until 15 May 2025, resulting in 22 surveys being performed in the second post construction winter season. The total of 46 surveys will be conducted from R5-R12.

A total of 46 post construction piping plover surveys will be conducted x $650/survey = $29,900.00.

Following construction completion shorebird surveys will be conducted weekly following project completion and continue through 31 August 2023. Estimated project completion on

April 20, 2023.
April estimated 2 surveys
May 4 surveys
June 5 surveys
July4 surveys
August 5 surveys

Estimated Total 20 shorebird post construction surveys.
Estimated 20 post construction shorebird surveys x $650/ survey = $13,000.00
Shorebird and piping plover surveys will include the following data collection, mapping, and reporting:

• Date, location, time of day, weather, and tide cycle when survey was conducted.
• Latitude and longitude of observed piping plover locations
• Any color bands observed on piping plovers.
• Behavior of piping plovers (e.g., foraging, roosting, preening, bathing, flying, aggression, walking)
• Landscape features(s) where piping plovers are located (e.g., inlet spit, tidal creeks, shoals, lagoon shoreline)
• Habitat features(s) used by piping plovers when observed (e.g., intertidal, fresh wrack, old wrack, dune, mid-beach, vegetation)
• Substrata used by piping plovers (e.g., sand, mud/sand, mud, algal mat)
• The amount and type of recreational use (e.g., people, dogs on or off leash, vehicles, kite-boarders)
• All other shorebirds/waterbirds seen within the survey area.

Shorebird data will be collected as outlined above and as required under FWC regulations. Pricing includes travel, personnel, data reporting, equipment, and report generation. Clear safe access for personnel throughout the work area, personnel parking must be provided onsite for the bird monitoring to be conducted.

Preconstruction survey: 1 survey event if construction timeline allows: $635.00/survey

During Construction: Required daily shorebird surveys during construction after 1 April 2023. Cost per survey is $635.00/survey. Estimated 20 surveys x $650/survey = $13,000.00

Post Construction Surveys: Required twice monthly plover surveys and weekly shorebird surveys. Estimated 46 piping plover surveys to be conducted to fulfill piping plover post construction monitoring requirements for two winter seasons following construction. 46x$650 = $29,900.00. Estimated 20 post construction shorebird surveys x $650/ survey = $13,000.00

Total Project Costs Combined:
Preconstruction survey total = $650.00
During Construction survey total = $13,000.00
Post construction survey total = $42,900.00

Total costs for all survey work outlined in this cost proposal = $56,550.00

Survey numbers are estimated at the time of this cost proposal based on the fluidity of the construction timeline. Billing would occur only for surveys conducted based on the per survey rate provided above. Above costs are not to exceed total costs based on the surveys to be conducted.

Respectfully,

Christine Perretta

DB Ecological Services, Inc.

DocuSign Envelope ID: 98F9A41E-2039-41E2-8270-0B31984FF2A9

COMPOSITE EXHIBIT "B"
CERTIFICATES OF INSURANCE

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

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

Agenda Item Cover Memo

Agenda Item: Post Beach Construction Biological Monitoring

Submitting Dept: Town Manager

Agenda Date: May 23, 2023

1. BACKGROUND / HISTORY

In March 2023, as part of a settlement agreement with the City of Deerfield Beach, the two jurisdictions participated in a beach nourishment with Boca Raton. All three agencies collaborated resources and efforts to utilize the ebb shoal in the Boca Inlet as a source to place sand on all three jurisdiction's beaches.

2. CURRENT ACTIVITY

As required by the Town's FDEP permit, the City of Deerfield and Town of Hillsboro Beach are required to monitor the nearshore hardbottom and conduct a biological survey of the area affected by the nourishment. Coastal Protection Engineering (CPE), the engineer for the joint project, will perform the mapping/survey of the hardbottom to track the edge of the sand placement along the contour of the beach. CPE will also conduct the required turtle survey to track any visible juevnilie turtles found along the nearshore in the permitted area.

Per the settlement agreement between the City and Town, the monitoring costs are split evenly between the two jurisdictions.

3. FINANCIAL IMPACT

This contract is $78,854, with Deerfield and Hillsboro Beach splitting the total equally, $39,427.20. The Town's share will be partially offset by a 50% reimbursement from the State of Florida from the Local Government Funding Request (LGFR) for beach nourishment program.

4. RECOMMENDATION

Approval of the purchase is requested.

RESOLUTION NO. 2023-26

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, ACCEPTING THE PROPOSAL FROM COASTAL PROTECTION ENGINEERING LLC (CPE) TO CONDUCT PERMIT-REQUIRED POST-CONSTRUCTION BIOLOGICAL MONITORING FOR THE 2023 DEERFIELD BEACH - HILLSBORO BEACH NOURISHMENT PROJECT (0289706-015-JN, SAJ-1997-02355); PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission deems it to be in the best interests of the Town to accept the proposal from Coastal Protection Engineering LLC (CPE) to Conduct Permit-Required Post-Construction Biological Monitoring for the 2023 Deerfield Beach - Hillsboro Beach Nourishment Project (0289706-015-JN, SAJ-1997-02355) Under the Work Authorization Approved Pursuant to RFQ #21-15-JW.

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 accepts the Proposal from Coastal Protection Engineering LLC (CPE) to Conduct Permit-Required Post-Construction Biological Monitoring for the 2023 Deerfield Beach - Hillsboro Beach Nourishment Project (0289706-015-JN, SAJ-1997-02355) Under the Work Authorization Approved Pursuant to RFQ #21-15-JW. A copy of the Proposal is attached hereto as Exhibit “A”.

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

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

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

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

ADOPTED by the Town Commission of the Town of Hillsboro Beach, Florida this _____ day of _____ 2023.

TOWN OF HILLSBORO BEACH, FLORIDA

_____
Irene Kirdahy, Mayor

ATTEST:

_____
Sherry D. Henderson, CMC
Town Clerk

RECORD OF TOWN COMMISSION VOTE:
RESOLUTION NO. 2023-26

MAYOR IRENE KIRDAHY	_____
VICE MAYOR BARBARA BALDASARRE	_____
COMMISSIONER JANE REISER	_____
COMMISSIONER VINNIE ANDREANO	_____
COMMISSIONER DAVID A. RAVANESI	_____

COASTAL PROTECTION ENGINEERING
5301 N. FEDERAL HWY, SUITE 335
BOCA RATON, FL 33487
561-565-5100

May 4, 2023

Patrick Bardes
Coastal & Waterway Coordinator
401 SW 4th Street
Deerfield Beach, Florida 33441

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

Re: Proposal to Conduct Post-Construction Biological Monitoring for the 2023 Deerfield Beach - Hillsboro Beach Nourishment Project (0289706-015-JN, SAJ-1997-02355)

Dear Patrick and Mac,

This proposal is provided for Coastal Protection Engineering LLC (CPE) to conduct permit-required post-construction biological monitoring of the nearshore hardbottom for the City of Deerfield Beach (City) and Town of Hillsboro Beach (Town) under the Work Authorization approved pursuant to RFQ # 21-15-JW.

The FDEP permit (0289706-015-JN) specifies that when sand is placed within the authorized template between R-5 and R-12+400, the Biological Monitoring Plan approved on July 29, 2010 shall be implemented. The 2010 Biological Monitoring Plan developed for the Hillsboro/Deerfield Beach project requires pre- and post-construction biological monitoring adjacent to the project area to monitor for potential secondary impacts to nearshore natural hardbottom. The permit-required tasks described further in attached Scope of Services (Exhibit A) include the Immediate Post-Construction Nearshore Hardbottom Monitoring and the Post-Construction II Juvenile Sea Turtle Survey.

The total cost for these services is to be provided for a Lump Sum fee of $78,854.40 as detailed in the attached Fee Proposal (Exhibit B) to be invoiced monthly based on percent complete. CPE will perform these services in accordance with the Rate Schedule and Terms and Conditions of the governing Contract and Work Authorization dated April 6, 2021. We respectfully request that each municipality provide a written Notice to Proceed or corresponding Purchase Order for CPE to commence work in their respective amounts of $39,427.20 to reflect the equal share of Soft Costs per the Settlement Agreement. Likewise, we will arrange our invoices to each municipality accordingly.

Thank you for the opportunity to serve the City and the Town. If you have any questions, please feel free to contact me directly at 561-632-1210.

Sincerely,

Stacy E Buck

Stacy Buck
Senior Marine Biologist
Coastal Protection Engineering LLC
Mobile: 561-632-1210
sbuck@coastalprotectioneng.com

Att.: Exhibit A – Scope of Services
Exhibit B – Fee Proposal

cc: Chad Grecsek, City of Deerfield Beach
Tara Brenner, PE, PG, CPE
Thomas Pierro, PE, D.CE, CPE

Exhibit A – Scope of Services
2023 Post-Construction Biological Monitoring

This scope of work is for professional services to support the City of Deerfield Beach (City) and Town of Hillsboro Beach (Town) in conducting the permit-required post-construction biological monitoring for the Deerfield-Hillsboro Beach Nourishment Project constructed in April 2023 under the joint Settlement Agreement (Resolution No. 2020/148).

Our staff and subconsultants will be used as described herein and proposed in Exhibit B. Although this proposal is estimated by specific staff and categories, our staff and subconsultants will be used as needed to implement the scope of services and to meet the stated objectives and timelines within the proposed budget. This Scope of Services includes the Immediate Post-Construction Nearshore Hardbottom Monitoring and the Post-Construction II Juvenile Sea Turtle Survey.

Under this task, the CPE team will conduct the post-construction biological monitoring for the 2023 Deerfield-Hillsboro Beach Nourishment Project. The scope for this task is based on the FDEP-approved 2010 Biological Monitoring Plan and includes:

- Nearshore hardbottom edge mapping between R-1 and R-13
- Nearshore hardbottom biological monitoring of ten transects
- Post-construction II juvenile sea turtle survey

In situ Nearshore Hardbottom Edge Mapping. The nearshore hardbottom edge will be mapped by divers from R-1 to R-13. The nearshore hardbottom edge is defined as the western border of exposed hardbottom areas, or the position of the landward most visible border between sand and hardbottom defined by emergent biota, ignoring isolated mobile rubble in the midst of sand. A two-person dive team will follow the nearshore edge while towing a buoy with a survey-grade DGPS, which transmits continuous positions to ArcGIS or HYPACK hydrographic survey software on board the survey vessel with correction from a U.S. Coast Guard Navigational Beacon. The divers will follow the inshore contour of the hardbottom-sand interface.

CPE will conduct statistical analysis comparing the data collected during this monitoring event to data collected during the 2010 baseline biological monitoring event to produce the Immediate Post-Construction Biological Monitoring Report in compliance with the permits. The report will include recent aerial photography with the 2023 project template, the diver-mapped nearshore hardbottom edges from 2010 and 2023, transect locations, a comparative analysis of hardbottom exposure and benthic community, representative photographs, and video files.

Nearshore Hardbottom Monitoring Transects. Ten transects were established during the 2010 baseline survey between R-1 and R-15. These transects will be monitored during the post-construction phase of the 2023 nourishment project. The transects extend east for 150 meters or until 5 meters west of the east edge of the hardbottom, whichever is less. Pins were previously installed every 10 meters. If a pin cannot be found, it will be re-installed during this post-construction monitoring event to ensure the transect is placed in the same location during each subsequent monitoring event.

At each of the 10 nearshore transects, a survey tape will be secured to the pin established at the west end (0 m) of the transect and stretched east to the east end and secured to the pin. Biologists will conduct the following assessments at each nearshore transect:

1. Video documentation
2. Interval sediment depth measurements
3. Line-intercept for hardbottom
4. Quadrat assessments

Post-Construction Juvenile II Sea Turtle Survey. Juvenile sea turtle monitoring is designed to estimate the juvenile sea turtle utilization of nearshore hardbottom in the vicinity of the project before and after construction. The monitoring involves towed divers observing the nearshore hardbottom and documenting the presence of juvenile sea turtles. Two shore parallel transects will be established between R-3 and R-15. The nearshore hardbottom in this area is 200 to 300 feet wide. In the areas where the hardbottom is 300 to 600 feet wide, one additional diver tow will be conducted along the centerline of the hardbottom in a north south direction.

The transect lines will be based on the mapped boundaries of the nearshore hardbottom and will be pre-plotted in HYPACK navigation and hydrographic surveying system. Two in-water divers will be towed approximately 8 meters behind the boat, which will be moving at a slow speed. The divers will visually scan the area and report the sea turtle sightings to on-vessel personnel, who will then mark a DGPS location fix for that site. The species of each juvenile sea turtle observed, location, as well as the behavior observed (swimming, resting or feeding) will be recorded.

All turtle sightings recorded will be plotted onto a recent aerial of the area to create a map. The report will detail any notes regarding species and behavior observed during the surveys. A report will be provided comparing pre- and post-construction observations.

Report. A comprehensive monitoring report detailing the findings of the Immediate Post-Construction Monitoring event will be submitted to the regulatory agencies within 90 days after survey completion. Raw data will be submitted to FDEP within 60 days of survey completion. The report will compare immediate post-construction conditions to the 2010 baseline conditions and will include the following components:

- A map with recent aerial photography that includes the project template, the baseline and most recent nearshore hardbottom edge, and transect locations
- Data (tabular and graphical) on sedimentation along the transects
- Comparative analysis of hardbottom exposure and sediment depth
- Quantitative data on major benthic biological components (percent cover)
- Statistical evaluation and comparison of the data collected along the transects presenting changes in community composition/abundance between the baseline and post-construction surveys
- Copies of representative photographs and all videos in their original format

Exhibit B - Fee Proposal

The Scope of Services presented in Exhibit A will be performed for a Lump Sum fixed price as shown on the fee estimate attached hereto within Exhibit B. The work will be invoiced monthly on a percent-complete basis shared equally (50/50) between the City of Deerfield Beach (City) and Town of Hillsboro Beach (Town) as "Soft Costs" defined by the Settlement Agreement. The services will be conducted in accordance with the terms and conditions of the Contract between Coastal Protection Engineering LLC (CPE) and the City and Town, and the Work Authorization dated April 6, 2021.

Please issue the Purchase Order and/or Notice to Proceed in the name of our license contracting entity, Coastal Planning and Engineering LLC, and reference the contract under which we are performing these services. The approved rates, classifications, and fee estimate build up are presented below. Should the project require additional services not included in this proposal, CPE will coordinate with the City and Town to amend the scope of services with a mutually agreeable revision. Additional services can be provided under a future phase proposal upon request.

City of Deerfield Beach and Town of Hillsboro Beach
RFQ #21-15-JW
2023 Post-Construction Biological Monitoring

Fee Proposal - May 2023

Task Description	Task Total	Labor			Materials	Sub-Consultant
		Junior Coastal Engineer (Hours)	Senior Marine Biologist (Hours)	GIS Operator (Hours)	Equipment & Insurance (Diver/Day)	CSA Ocean Sciences (Direct Costs)
Immediate Post-Construction Hardbottom Monitoring & Post-Construction II Juvenile Sea Turtle Survey	**$78,854.40**	108	184	8	14	$35,024.00
	Total =	108	184	8	14	$35,024.00
	Rate =	$100.00	$152.00	$90.00	$60.00	1.1
	Cost =	$10,800.00	$27,968.00	$720.00	$840.00	$38,526.40

LABOR =	$39,488.00
MATERIALS =	$840.00
SUB-CONSULTANT =	$38,526.40
TOTAL =	**$78,854.40**

Coastal Protection Engineering LLC

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

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

Agenda Item Cover Memo

Agenda Item: Roof Replacement for Pump Room & Hardware Room at Water Plant
Submitting Dept: Town Manager
Agenda Date: June 6, 2023

1. BACKGROUND / HISTORY

The water plant has (2) smaller flat roof buildings that were constructed around the 1970 timeframe which need new roofs.

2. CURRENT ACTIVITY

The Hillsboro Beach Water Department is seeking a qualified Roofing Contractor to replace the roofs on 2 smaller buildings at the water plant. The Pump Room, measuring 39'x20', currently retains water in the center of the roof after every down pour and showing signs of "waterlogged" boards. The Hardware/Parts Room, measuring 24'x20' also needs roof maintenance. Approximately 199' of fascia & soffit area of both buildings also have "waterlogged" boards and compromised surfaces which allow for insects (wasps) and birds to enter. The approximate linear footage of 199' was obtained by water department personnel with the usage of a measuring wheel to measure the perimeter of both buildings.

A Request for Quotation was submitted electronically via Demandstar on April 17, 2023 to 461 vendors within the commodity codes: "Roofers", "Roofing and Siding" and Waterproofing Systems".

The most responsive, responsible respondent was determined to be ACC Mastercraft, based on the base bid quotation, plus accounting for the likely wood replacement costs.

The water department received a total of 4 quotes as represented below:

- ACC Mastercraft – **Base Bid: $16,650**
- Garabar Roofing & General Construction – **Total Amount: $16,411**
- ARZ Builders – **Total Amount: $21,800**
- Southern Coatings INC. – **Total Amount: $25,950**

After accounting for the expected fascia and soffit to be replaced, ACC Mastercraft is projected to be the lowest vendor, bases on the wood estimates. The table below illustrates the ranking:

- ACC Mastercraft – **Total amount: $21,527**
- Garabar Roofing & General Construction – **Total Amount: $26,738**
- ARZ Builders – **Total Amount: $30,500**
- Southern Coatings INC. – **Total Amount: $33,517**

3. FINANCIAL IMPACT

The total cost, with the additional cost for wood, is projected to be between $22,000 and $25,000 for both buildings and will be funded from the Water Utility Fund.

4. RECOMMENDATION

Approval to contract with ACC Mastercraft for the amount of **$16,650,** plus any incremental cost for wood replacement.

RESOLUTION NO. 2023-27

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE AN AGREEMENT WITH ACC MASTERCRAFT FOR SERVICES TO REPLACE THE ROOFS ON TWO (2) BUILDINGS AT THE TOWN WATER PLANT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve and authorize the appropriate Town officials to execute an Agreement with ACC Mastercraft for Services to Replace the Roofs on two (2) Buildings at the Town Water Plant.

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 is hereby ratified and confirmed by the Town Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida, hereby approves and authorizes the appropriate Town officials to execute an Agreement with ACC Mastercraft for Services to Replace the Roofs on two (2) Buildings at the Town Water Plant. A copy of the Agreement is attached hereto as Exhibit “A”.

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

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

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

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

ADOPTED by the Town Commission of the Town of Hillsboro Beach, Florida this ____ day of _____ 2023.

TOWN OF HILLSBORO BEACH, FLORIDA

_____
Irene Kirdahy, Mayor

ATTEST:

_____
Sherry D. Henderson, CMC, Town Clerk

RECORD OF TOWN COMMISSION VOTE:
RESOLUTION NO. 2023-27

MAYOR IRENE KIRDAHY	_____
VICE MAYOR BARBARA BALDASARRE	_____
COMMISSIONER JANE REISER	_____
COMMISSIONER VINNIE ANDREANO	_____
COMMISSIONER DAVID A. RAVANESI	_____

ACC MasterCraft Roofing Contractors
8401 Lake Worth Rd.
Suite 205
Lake Worth, FL 33467
Phone: (561) 260-3126

Water Treatment Plant

05/18/2023

Claim Information

Company Representative
James Juliano
Phone: (561) 344-7668
jim.juliano@accmastercraftfl.com

Mac Serda
925 East Sample Road
Pompano Beach, FL 33064
(954) 941-8937

Flat Roof

-- Remove flat roof down to sheeting, as necessary to accommodate flat roof replacement.
-- Remove and replace any rotten sheathing.*
-- Remove and replace any rotten or damaged soffit or fascia.**
-- Install Taper system to assist with water drainage
-- Install 75lb. base sheet and Ply 4 (Torched Down)
-- Install modified granule cap sheet (Torched Down)

* The first two (2) sheets of rotten sheathing will be replaced at no additional cost to the client. However, replacement of rotten sheathing, more than these two (2) sheets, will be charged at a rate of $100.00 per sheet.

** The removal and replacement of any rotten Facia Board will be charged at a rate of $12.50 per ft. Any soffit repair will be invoiced at $10.00/Sf.

***Gutters will only be removed if necessary for roof replacement. Gutters will be replaced at a rate of $15.00 per ft.

ACC MASTERCRAFT ROOFING CONTRACTORS HEREBY PROPOSES TO FURNISH ALL MATERIALS AND LABOR NECESSARY TO PERFORM RENOVATIONS TO THE CLIENT'S PROPERTY (LISTED ABOVE) IN COMPLETE ACCORDANCE WITH THE MIAMI-DADE CODE.

Torch Down Built up Roofing with Taper

$10,800.00

Small Storage Building

-- Remove flat roof down to sheeting, as necessary to accommodate flat roof replacement.
-- Remove and replace any rotten sheathing.*
-- Remove and replace any rotten or damaged soffit or fascia.**
-- Install 75lb. base sheet and Ply 4 (Torched Down)
-- Install modified granule cap sheet (Torched Down)

* The first two (2) sheets of rotten sheathing will be replaced at no additional cost to the client. However, replacement of rotten sheathing, more than these two (2) sheets, will be charged at a rate of $100.00 per sheet.

** The removal and replacement of any rotten Facia Board will be charged at a rate of $12.50 per ft. Any soffit repair will be invoiced at $10.00/Sf.

***Gutters will only be removed if necessary for roof replacement. Gutters will be replaced at a rate of $15.00 per ft.

ACC MASTERCRAFT ROOFING CONTRACTORS HEREBY PROPOSES TO FURNISH ALL MATERIALS AND LABOR NECESSARY TO PERFORM RENOVATIONS TO THE CLIENT'S PROPERTY (LISTED ABOVE) IN COMPLETE ACCORDANCE WITH THE MIAMI-DADE CODE.

Torch Down Roofing tapering

$5,850.00

TPO Option

-- Remove flat roof down to sheeting, as necessary to
accommodate flat roof replacement.
-- Remove and replace any rotten sheathing.*
-- Remove and replace any rotten or damaged soffit or fascia.**
-- Install ISO board and Fiberboard with Olybond
-- Install Taper system to assist with water drainage
-- Install TPO secured with adhesive

* The first two (2) sheets of rotten sheathing will be replaced at no additional cost to the client. However, replacement of rotten sheathing, more than these two (2) sheets, will be charged at a rate of $100.00 per sheet.

** The removal and replacement of any rotten Facia Board will be charged at a rate of $12.50 per ft. Any soffit repair will be invoiced at $10.00/Sf.

***Gutters will only be removed if necessary for roof replacement. Gutters will be replaced at a rate of $15.00 per ft.

ACC MASTERCRAFT ROOFING CONTRACTORS HEREBY PROPOSES TO FURNISH ALL MATERIALS AND LABOR NECESSARY TO PERFORM RENOVATIONS TO THE CLIENT'S PROPERTY (LISTED ABOVE) IN COMPLETE ACCORDANCE WITH THE MIAMI-DADE CODE.

TPO Option

$14,850.00

Quality Control:

ACC MasterCraft Roofing Contractors shall use workmen who are trained and experienced in roof installation, as well as all other skills needed to satisfactorily complete the project as specified. ACC MasterCraft Roofing Contractors shall keep the building weatherproof and make every reasonable attempt to complete the project on schedule. Additionally, a supervisor will be always on site.

Permits:

ACC MasterCraft Roofing Contractors shall apply for and obtain all permits and regulatory approvals as is required by the local municipality/county government.

Dumpsters:

ACC MasterCraft Roofing Contractors shall obtain all dumpsters necessary to help maintain the cleanliness of the job site.

Payment Terms:

ACC MasterCraft requires 30% as down payment, 30% of the total cost required at the start of the project, 30% of the total cost due halfway through the project's progress, and the remaining 10% due upon completion of the project, along with any additional and/or unknown costs. All payments shall be made to ACC MasterCraft Roofing. **The pricing contained reflects the current fair-market pricing as of the date listed above. Current market conditions and supply chain issues are causing fluctuations in pricing. Any price increases will be handed down to the customer.**

An AIA contract can be applied to the payment terms if applicable.

Price Match:

ACC Mastercraft Roofing Contractors appreciates the opportunity to work with you. We will attempt to match or beat any estimate from a Licensed Contractor. Please ask your ACC Mastercraft Representative for more information.

Warranty for Shingle Option:

All work on the shingle roof is guaranteed for 5 years from the date of completion, while all work on the flat roof is guaranteed for 3 years. Warranty does not cover storm/weather damage, fire, lightning, expected wear, or acts of God.

Warranty for Metal Option:

All work on the metal roof is guaranteed for 10 years from the date of completion. Galvalume has a 25-year manufacturer warranty against rust perforation. All work on the flat roof is guaranteed for 3 years. Warranty does not cover storm/weather damage, fire, lightning, expected wear, or acts of God.

Warranty for Tile Option:

All work (labor) on the tile roof is guaranteed for 5 years from the date of completion, while all work on the flat roof is guaranteed for 3 years. Warranty does not cover storm/weather damage, fire, lightning, expected wear, or acts of God.

Company Authorized Signature	Date
Customer Signature	Date
Customer Signature	Date

Town of Hillsboro Beach
Water Department

May 25th, 2023

Procurement Quote: 2023-03 – Replacement & Maintenance of Pump Room & Hardware/Parts Room Roof(s)

Estimated linear feet of Fascia & Soffit to be replaced – **199'**
Number of Plywood sheeting to be replaced - **6**

Summary of Figures Derived –

ACC MasterCraft		
Item	Unit Pricing	Total Unit Pricing
Base Quote for Roof Repair	N/A	$16,650
Fascia (both buildings)	$12.50/linear foot	$2,487
Soffit (both buildings)	$10.00/linear foot	$1,990
Plywood Sheet (first two sheets/free)	$100.00/sheet	$400
	Total Estimated Quote	**$21,527**

Garabar Roofing & General Construction		
Item	Unit Pricing	Total Unit Pricing
Base Quote for Roof Repair	N/A	$16,411
Fascia (both buildings)	$14.00/linear foot	$2,786
Soffit (both buildings)	$35.00/linear foot	$6,965
Plywood Sheet (first two sheets/free)	$96.00/sheet	$576
	Total Estimated Quote	**$26,738**

ARZ Builders, INC.		
Item	Unit Pricing	Total Unit Pricing
Base Quote for Roof Repair	N/A	$21,800
Fascia & Soffit Repair (both buildings)	N/A	$8,700
	Total Estimated Quote	**$30,500**

Southern Coatings, INC.			
Item	Pump Room	Hardware/Parts Room	Total Unit Pricing
SPF Roof System	$16,600	$9,350	$25,950
Fascia & Soffit Repair	$5,135	$2,432	$7567
	Total Estimated Quote		**$33,517**

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 115717
Date 04/30/2023

Project **179902 HILLSBORO BEACH BUILDING CODE**

Billing period through April 30, 2023

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	2,423,478.37	2,305,548.42	-2,423,478.37	117,929.95
FLOOD PLAIN MANAGEMENT	0.00	0.00	1,625.00	1,625.00	-1,625.00	0.00
REIMBURSABLES	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	2,425,103.37	2,307,173.42	-2,425,103.37	117,929.95

Hillsboro Beach April 2023 Fees		
Total Permit Fees	$	138,623.47
Town Rev - 15%	$	2,0793.52
CGA Rev - 85%	**$**	**117,829.95**
➢ CGA Admin Fees	$	100.00
CGA TOTAL	**$**	**117,929.95**

Invoice number 115717
Date 04/30/2023

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Remaining	Current Billed
BUILDING CODE SERVICES	0.00	0.00	2,423,478.37	2,305,548.42	-2,423,478.37	117,929.95
Total	0.00	0.00	2,423,478.37	2,305,548.42	-2,423,478.37	117,929.95

Invoice total **117,929.95**

Town of Hillsboro Beach
Building Department
Finance Report

Start Date: 4/1/2023
End Date: 4/30/2023

	Permit Fees	Town Revenue	Fire Fees	Zoning Fees	Admin Fees	CGA Revenue	BORA	DBPR	DCA
MTD	$138,623.47	$20,793.52	$150.00	$450.00	$100.00	$117,829.95	$2,570.36	$1,982.31	$1,342.72
YTD	**$544,658.54**	**$81,698.78**	**$6,150.00**	**$10,650.00**	**$2,425.00**	**462,959.76**	**$10,525.48**	**$8,263.91**	**$5,666.02**

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 116641
Date 05/31/2023

Project **179902 HILLSBORO BEACH BUILDING CODE**

Billing period through May 31, 2023

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	2,558,501.22	2,423,478.37	-2,558,501.22	135,022.85
FLOOD PLAIN MANAGEMENT	0.00	0.00	2,125.00	1,625.00	-2,125.00	500.00
REIMBURSABLES	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	2,560,626.22	2,425,103.37	-2,560,626.22	135,522.85

Please note there are $500 additional charges for the Floodplain Manager.

Hillsboro Beach May 2023 Fees		
Total Permit Fees	$	158,526.88
Town Rev - 15%	$	23,779.03
CGA Rev - 85%	**$**	**134,747.85**
➢ CGA Admin Fees	$	275.00
CGA TOTAL	**$**	**135,022.85**

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Remaining	Current Billed
BUILDING CODE SERVICES	0.00	0.00	2,558,501.22	2,423,478.37	-2,558,501.22	135,022.85
Total	0.00	0.00	2,558,501.22	2,423,478.37	-2,558,501.22	135,022.85

65-101 FLOOD PLAIN MANAGEMENT

Labor

	Date	Units	Rate	Billed Amount
Environmental Administrator				
Christa Carrera				
Plan Review				
	05/17/2023	1.00	125.00	125.00
Discussion about plan for review				
	05/26/2023	1.00	125.00	125.00
Plan Review & Email to Architect				
	05/30/2023	1.00	125.00	125.00
Plan and Email Review				
	05/31/2023	1.00	125.00	125.00
Emails to Architect *Review EC*				
Subtotal		4.00		500.00
	Labor subtotal	4.00		500.00
	Phase subtotal			500.00

Invoice total **135,522.85**

Town of Hillsboro Beach
Building Department
Finance Report

Start Date: 5/1/2023
End Date: 5/31/2023

	Permit Fees	Town Revenue	Fire Fees	Zoning Fees	Admin Fees	CGA Revenue	BORA	DBPR	DCA
MTD	$158,526.88	$23,779.03	$750.00	$2,250.00	$275.00	$134,747.85	$2,858.60	$2,198.05	$1,498.30
YTD	**$703,185.42**	**$105,477.81**	**$6,900.00**	**$12,900.00**	**$2,700.00**	**597,707.61**	**$13,384.08**	**$10,461.96**	**$7,164.32**

INFRAMARK

INVOICE

2002 West Grand Parkway North
Suite 100
Katy, TX 77449

INVOICE#	DATE
#93691	4/28/2023
CUSTOMER ID	**NET TERMS**
C1312	Net 30
PO#	**DUE DATE**
	5/28/2023

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

Services provided for the Month of: April 2023

DESCRIPTION	QTY	UOM	RATE	MARKUPP	AMOUNT
Accounting Services for the Month of: April 2023					
Financial Accounting Service 001-532004-51308-5000	1	Ea	8,368.17		8,368.17
Postage 001-541010-51307-5000	1	Ea	88.10		88.10
Storage 001-544025-51307-5000	1	Ea	11.10		11.10
Subtotal					**8,467.37**

Subtotal	$8,467.37
Tax	$0.00
Total Due	$8,467.37

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.

LSF SHUTTLE

A TRANSPORTATION AMERICA COMPANY

Invoice Date:	30/4/2023
Date Invoice Submitted:	05/05/2023
Invoice #:	23-0430-26
Account:	32-TOWNH

TO: TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile
Hillsboro Beach, FL 33062
Mac Serda

INVOICE

Transportation Services Provided
For the month of
Apr-2023

SHUTTLE BUS		3 days a week 9:00am to 5:50pm (8.83Hrs)	
	99.96	Service Hrs @ $53.00/Hr	$ 5,297.88
Mon - Wed - Fri	12	Svc Days	
		Downtime: 6.00 Hrs	

Total Amount due this Invoice **$ 5,297.88**

For Billing Inquiries Please Call Ernaliz Lopez or Suyin Fernandez @ 954-463-0845 Ext 2126 or 2127.

Remittance Instructions:

Limousines of South Florida, Inc.
2000 N State Road 7
Lauderdale Lakes, FL 33313

Thank you for the Opportunity to Service your Transportation Needs

Hillsboro Beach

MUNICIPAL TROLLEY OPERATIONS SERVICES

LSF SHUTTLE

A TRANSPORTATION AMERICA COMPANY

Service Disruption Log

For the Month of April, 2023

HILLSBORO BEACH Trolley Routes								
No.	TYPE OF SERVICE DISRUPTION Collision Accident CA; Roadcall RC; Passenger Injury PI; Driver not Available DNA; Vehicle Not Available VNA; Other Incident OI Details of Service Interruption	BUS #	DAY	DATE	TIME OUT	TIME IN	TOTAL TIME LOST (in minutes)	TOTAL TIME LOST (in decimal hours)
1	Running Behind Schedule / REPLACED 2017	2017	Monday	04/17/23	9:00 AM	11:00 AM	2:00	2.00
2	Body Interior - Mechanical Beyond Our Control / REPLACED 2017	2017	Wednesday	04/19/23	9:00 AM	12:00 PM	3:00	3.00
3	Running Behind Schedule / REPLACED 2017	2017	Friday	04/28/23	9:00 AM	10:00 AM	1:00	1.00
						Total Time Lost	6:00	6.00

Town of Hillsboro Ridership Summary

April-23

Daily Passengers:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
37		37		38	
36		31		45	
33		23		40	
40		37		35	
					0

Total Monthly Passengers: 432

Daily Revenue Miles:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
102.00		101.00		100.00	
101.00		103.00		101.00	
78.00		67.00		98.00	
98.00		98.00		91.00	
					0.0

Total Monthly Revenue Miles: 1138.0

Total Scheduled Revenue Miles	**1306.0**
Total Vehicle Hours	**116.0**
Total Revenue Hours	**106.0**
Service Days	12
Missed Service in Minutes	**0**
Passengers per revenue hour	**4.1**
Total Monthly Vehicle Miles: **	**1,420.0**

	AM - 1st day this month	PM - Last day this month
Veh 2017	41,873	43,436
Alt Veh #		

Hillsboro Beach Monthly Counts Apr 23

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

06/01/2023
ACCOUNT NO: 1182-0606490
STATEMENT NO: 47983

Attn: Mac Serda, Town Manager

General Matters

			HOURS
04/25/2023	DJD	Telephone conference with Mayor and City Manager; review email; telephone call with Vice Mayor; review code provision	2.30
04/26/2023	DJD	Address status of ordinance; telephone call with Mayor; telephone call with Town Manager	1.20
04/27/2023	DJD	Review agenda	0.70
04/28/2023	DJD	Telephone conference with David Hardin, Esq.; review agenda; review emails; telephone call with Town Commissioner; prepare for Commission Meeting	2.20
05/01/2023	DJD	Prepare for Commission Meeting; telephone call with members of Town Commission	1.80
05/02/2023	DJD	Prepare for and attend Town Commission Meeting; post Commission follow-up	3.40
05/05/2023	DJD	Telephone conference with Town Commission	0.70
05/09/2023	DJD	Telephone conference with Mayor	0.20
05/16/2023	DJD	Review emails	0.20
05/17/2023	DJD	Telephone conference with Mayor	0.20
05/18/2023	DJD	Review Agreement with HID	0.40
05/19/2023	DJD	Address status of Agreement with HID	0.20
05/22/2023	DJD	Review minutes re: Agreement with HID; review tri party agreement re: D.B. Ecological	0.60
05/23/2023	DJD	Telephone conference with Town Manager	0.20
05/25/2023	JGH	Preparation for and attend ethics training (Ravanesi).	2.30
	DJD	Conference with Commissioner Ravanesi	0.50
05/26/2023	DJD	Address agenda items; review child support order	0.50
05/30/2023	DJD	Address agenda items; respond to Town Manager inquiry; telephone call	

TOWN OF HILLSBORO BEACH

06/01/2023

ACCOUNT NO: 1182-0606490

STATEMENT NO: 47983

General Matters

	HOURS	
with Michael Bass, Esq relative to withholding	2.30	
FOR CURRENT SERVICES RENDERED	19.90	4,975.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
D.J. Doody	17.60	$250.00	$4,400.00
Jacob G. Horowitz	2.30	250.00	575.00

Color photocopies	15.40
Photocopies	31.50
TOTAL OUT-OF-POCKET EXPENSES	46.90
TOTAL CURRENT WORK	5,021.90
BALANCE DUE	$5,021.90

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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

06/01/2023
ACCOUNT NO: 1182-1200995
STATEMENT NO: 47984

Attn: Sherry Henderson

adv. Richard Crusco, Charles Doherty, et al

			HOURS	
04/26/2023	DJD	Review amendment to Code; telephone call with Jeff Bass	0.80	
04/27/2023	DJD	Address rehearing option; telephone call with Jeff Bass, Esq.	1.80	
04/28/2023	SMS	Review related to re-hearing and correspondence.	0.20	
05/01/2023	AGL	Review of Petition; review of response to petition; review of court order granting petition; research concerning caselaw to support motion for rehearing; begin preparation for motion for rehearing.	1.50	
	DJD	Telephone conference with counsel for Property owner; address Motion for Rehearing	1.40	
05/02/2023	AGL	Continued research concerning caselaw supporting Town's Motion for rehearing; continued preparation of Town's Motion for Rehearing	1.30	
	DJD	Address Motion for Rehearing	2.20	
05/03/2023	DJD	Review and revise Motion for Rehearing; telephone call with Jeff Bass, Esq.	1.90	
05/04/2023	DJD	Continue to draft Motion for Rehearing	1.80	
05/05/2023	SMS	Review/revisions to Motion for rehearing.	1.40	
	DJD	Finalize and file Motion for Rehearing	5.40	
05/08/2023	DJD	Review Motion for Rehearing as filed by Hillsboro Mile Owners	1.00	
05/16/2023	DJD	Telephone conference with Whitney Kouvaris, Esq.; review Appellate Rules of Procedure	0.60	
		FOR CURRENT SERVICES RENDERED	21.30	5,325.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
D.J. Doody	16.90	$250.00	$4,225.00
Sean M. Swartz	1.60	250.00	400.00
Adam G. Levine	2.80	250.00	700.00

Color photocopies	43.75
Photocopies	19.25
TOTAL OUT-OF-POCKET EXPENSES THROUGH 05/31/2023	63.00

TOWN OF HILLSBORO BEACH

06/01/2023

ACCOUNT NO: 1182-1200995

STATEMENT NO: 47984

adv. Richard Crusco, Charles Doherty, et al

TOTAL CURRENT WORK	5,388.00
BALANCE DUE	$5,388.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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

06/01/2023
ACCOUNT NO: 1182-1200998
STATEMENT NO: 47986

Attn: Sherry Henderson

Development (BH3)

			HOURS	
04/27/2023	DJD	Review proposal submitted by counsel	0.60	
05/10/2023	DJD	Review of development application	0.50	
05/12/2023	DJD	Review Jim Hickey's comments	0.50	
05/15/2023	DJD	Review previously approved Development Orders	0.50	
05/16/2023	DJD	Prepare for the telephone conference	0.50	
05/17/2023	DJD	Prepare for and participate in conference call	1.40	
05/30/2023	DJD	Review staff agenda report	0.60	
		FOR CURRENT SERVICES RENDERED	4.60	1,150.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
D.J. Doody	4.60	$250.00	$1,150.00

Color photocopies	13.30
Photocopies	3.15
TOTAL OUT-OF-POCKET EXPENSES	16.45
TOTAL CURRENT WORK	1,166.45
BALANCE DUE	$1,166.45

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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

06/01/2023

TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile
Hillsboro Beach FL 33062

ACCOUNT NO: 1182-1201001
STATEMENT NO: 47987

Attn: Sherry Henderson

adv. Debra Kushner (Lanzo Co. Inc.)

			HOURS	
05/11/2023	DJD	Exchange of emails	0.20	
05/24/2023	DJD	Review proposed Motion to Dismiss	0.70	
		FOR CURRENT SERVICES RENDERED	0.90	225.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
D.J. Doody	0.90	$250.00	$225.00

TOTAL CURRENT WORK	225.00
BALANCE DUE	$225.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: **Police Department**
Presented by Chief Jay Szesnat
Submitting Dept: **Town Clerk, Sherry Henderson, Town Clerk**
Agenda Date: **June 6, 2023**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. Police Report Apr 2023

Hillsboro Beach Police Monthly Report

To: Town Manager, Mac Serda
From: Police Chief, Jay Szesnat
Subject: April 2023 Monthly Report

Patrol Snapshot:

Activity	Current Month	March 2023	April 2022
Contacts			
Motor Vehicle	144	168	71
Crosswalk	83	140	70
Marine Unit	138	126	109
Beach Unit	145	43	17
Cyclists	72	105	99
Arrests	1	0	1
Alarms	18	20	14
Assist Other Agency	4	8	17
Dogs on Beach/Animal	8	4	5
Vessel	6	15	13
Noise	4	1	2
Open Doors	7	12	0
Police Assists	147	126	118
Domestic/Disturbances	1	3	0
Sick/Injured	27	23	13
Crash	2	4	1
Trespassing	4	1	1
Security Checks	6,439	6482	6226
Total Calls	273	272	288

Investigations Snapshot:

April 2023 (new)	Actively Working	Inactivated/Cleared
Burglary 231173	Fraud 220561	Grand Theft 230253
Lewd or Lascivious Molestation 230864	Burg. Conveyance 230118	
	Grand Theft 223183	

April Notable Events:

On April 9th our HBPD Officers responded to a call in reference to an accidental injury in the 1000 block of Hillsboro Mile. Officer's made contact with an individual who had his leg impaled by a pool umbrella, this resulted in significant bleeding. Broward County Sheriff's Office Fire Rescue arrived, the patient was stabilized and transported to the hospital. Assistance was rendered.

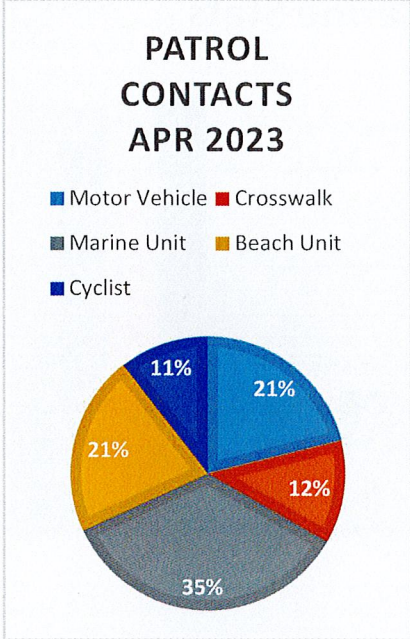
On April 15th a HBPD Unit on patrol at 1:46AM, observed a W/F subject in the roadway acting erratically. A second unit arrived and the individual had to be placed in protective custody for her own safety. Broward Sheriff's Office Fire Rescue responded, evaluated and treated the subject prior to transport to the hospital. Since a Baker Act was initiated, a PD Unit escorted the BSO Fire Rescue Ambulance to the hospital.

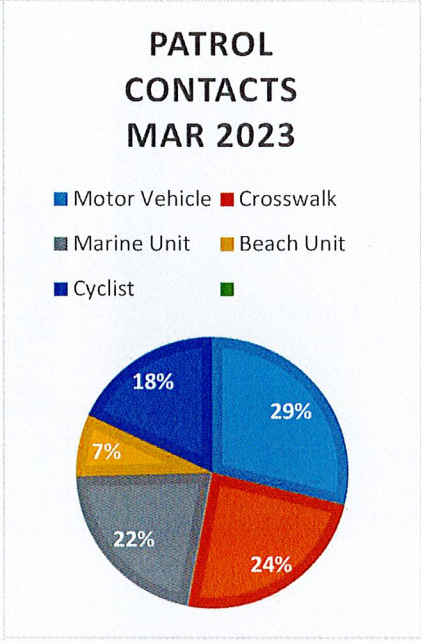
On April 15th a HBPD Unit on patrol was flagged down by an individual who stated a vehicle traveling south on Hillsboro Mile was involved in an incident at the Hillsboro Blvd Bridge. Direct radio contact was made with the Broward Sheriff's Office, they confirmed the driver of the vehicle in question was involved in an apparent "Road Rage" incident, resulting in an Aggravated Battery. Our unit located the suspect vehicle and initiated a traffic stop on the Pompano Beach side of the Hillsboro Inlet Bridge. Broward Sheriff's Office units responded and took custody of the driver, assistance was rendered.

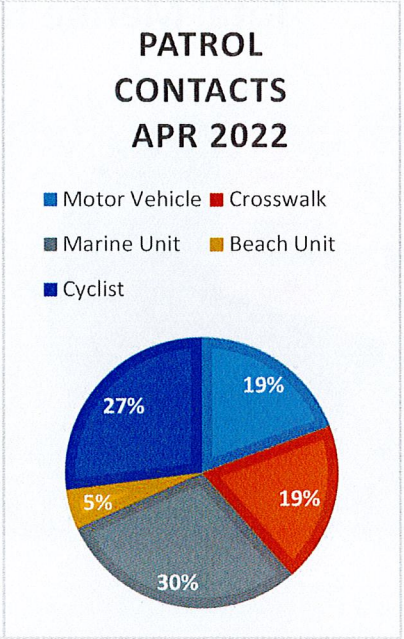
On April 22nd our HBPD Officers responded to a call in reference to a possible burglary to a conveyance in the 1200 block of Hillsboro Mile. On arrival, our units located the subject who had entered the complainant's vehicle and went to sleep in the back seat. Contact was made with the vehicle owner who witnessed the subject enter his vehicle, no damage or theft occurred. The vehicle owner declined prosecution and the subject was removed from the area. Assistance was rendered.

Patrol Services:

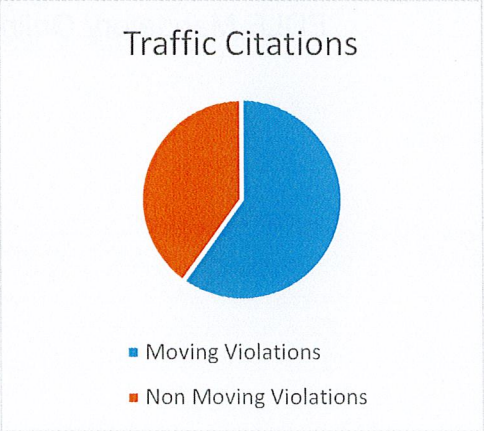
Contacts:



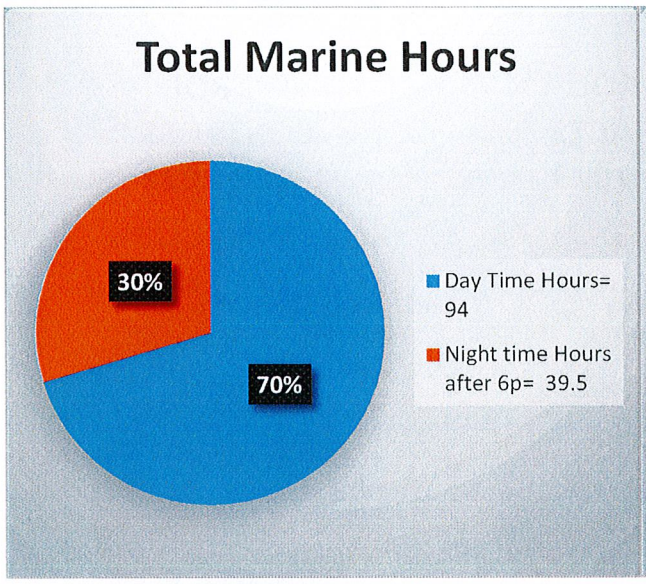


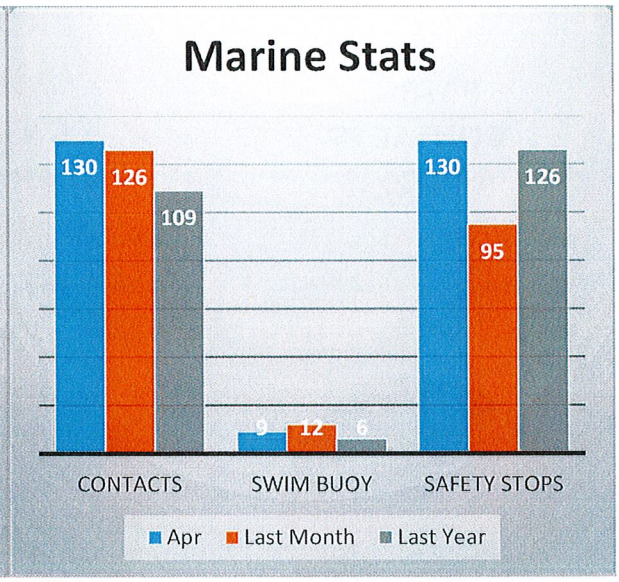


Traffic:



Marine/Beach Patrol:





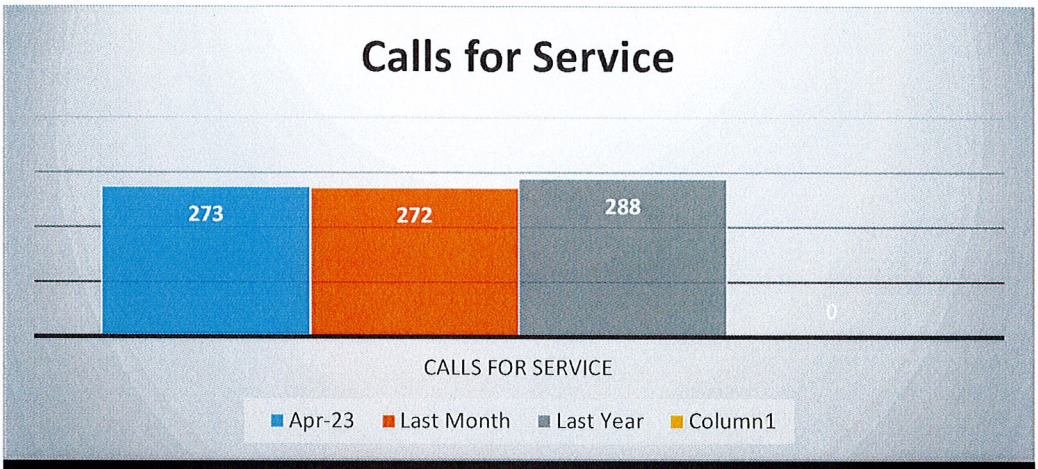
Training:

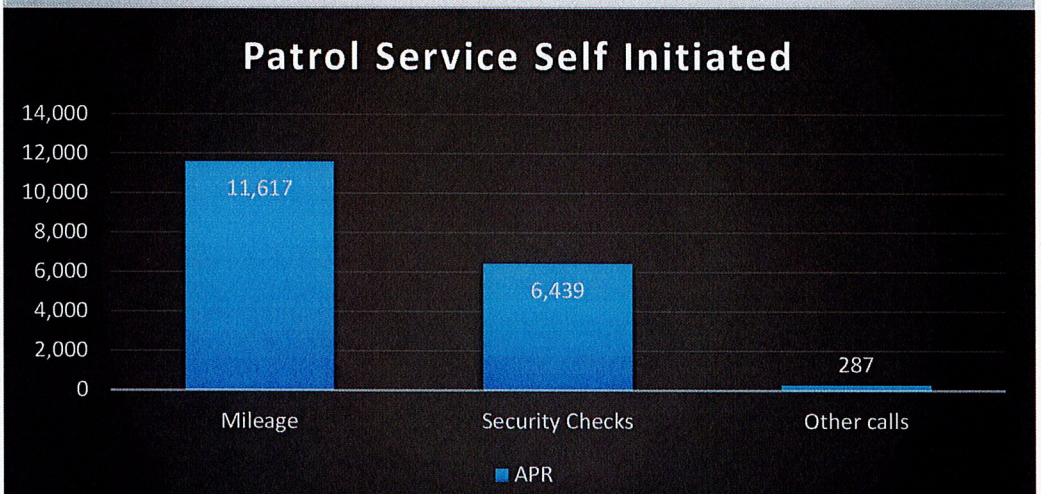
Police Law Institute (Online): Lawful Searches

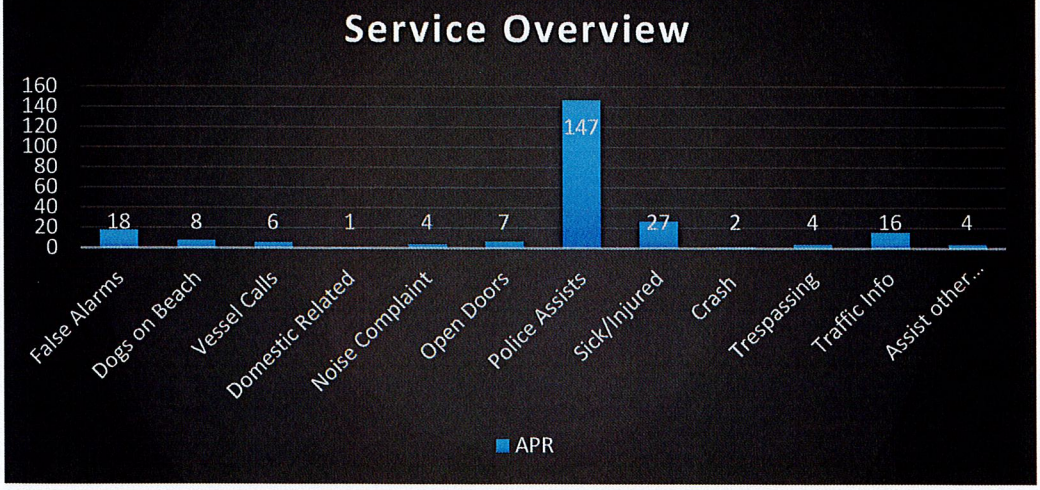
Power DMS Topics: Unusual Occurrences / ICS (Annual Refresher Training)

Hillsboro Beach PD: Vigilant LPR Training (Ongoing)
FDLE Mandatory Online Topics

Overall Calls for Service:







TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: **Finance Department**
Presented by Stephen Bloom, Finance Dir, Inframark

1. Preliminary Budget Discussion to Establish Budget Priorities
2. FY 2024 Budget Calendar

Submitting Dept: **Town Clerk, Sherry Henderson, Town Clerk**
Agenda Date: **June 6, 2023**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. FY2024 Budget Calendar

FY 2024 Tentative Budget Calendar

Key Date	Activity / Task
April 28	Budget worksheets provided to Department Heads
May 19	Review Budget worksheets with Town Manager and Department Heads
May 31	Receipt of Estimated Assessable Property Values
June 6 – 9:00 AM	Town Commission preliminary discussion on budget priorities.
June 12	Preliminary budget submitted to Town Manager
July 1	Property Appraiser certifies the taxable values
July 11 - 9:00 AM	Town Commission discusses preliminary budget and adopts Proposed Millage Rate
July 25 – 10:00 AM	Town of Hillsboro Beach Budget Workshop
August 1	County School Board Budget Hearing #1
August 4	Deadline for submitting DR 420 to Property Appraiser & Tax Collector a) Include Proposed Millage Rate b) the current rollback rate c) The date, time, and meeting place of the Tentative Budget Hearing
September 6 - 5:01 PM	Town of Hillsboro Beach 1st Budget & Millage Rate Hearing (date pending approval)
September 7	County Budget Hearing #1
September 12	County School Board Budget Hearing #2
September 15	Certify non-ad valorem assessment roll to tax collector
September 15	Publish Budget Summary in Local Newspaper
September 18 – 5:01 PM	Town of Hillsboro Beach 2nd and Final Budget Hearing (date pending approval)
September 19	County Budget Hearing #2
September 21	Remit Adopted Millage Rate to Property Appraiser & Tax Collector
October 1	Submit all Tax Documents to Florida Department of Revenue

* Key Dates highlighted in blue are Commission items and will be included on the meeting agenda

** Per Florida Statutes, the hearing dates scheduled by the county commission and school board shall not be utilized by any other taxing authority within the county for its public hearings.

TOWN OF HILLSBORO BEACH

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Hillsboro Beach, FL 33062

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Agenda Item Cover Memo

Agenda Item: **Building Department**
Presented by Steve Mitchell, Building Official, CG&A
Submitting Dept: **Town Clerk, Sherry Henderson, Town Clerk**
Agenda Date: **June 6, 2023**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

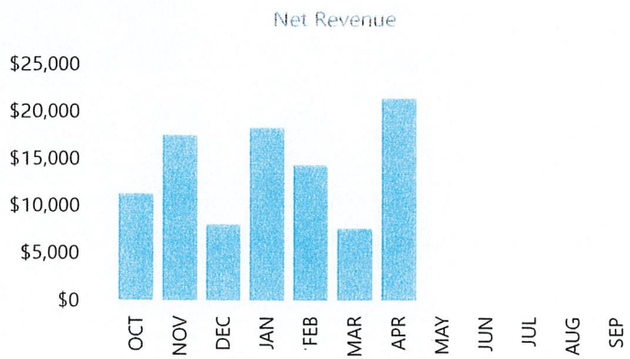
3. RECOMMENDATION

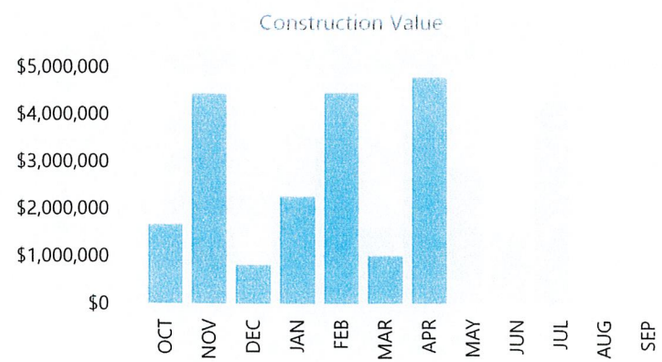
ATTACHMENTS: 1. Building Department Report

Town of Hillsboro Beach
Building Department
Summary Report

Start Date: 4/1/2023
End Date: 4/30/2023

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	YTD
Construction Value	$1,673,036	$4,444,172	$812,472	$2,273,788	$4,461,846	$1,000,895	$4,792,700	$0	$0	$0	$0	$0	$19,458,910
Building Permit Fees	$47,224	$93,429	$31,897	$113,906	$79,655	$39,925	$138,623	$0	$0	$0	$0	$0	$544,659
Fire & Zoning Fees	$4,200	$3,450	$3,300	$1,200	$2,400	$1,650	$600	$0	$0	$0	$0	$0	$16,800
Total Revenue	$51,424	$96,879	$35,197	$115,106	$82,055	$41,575	$139,223	$0	$0	$0	$0	$0	$561,459
CGA Expense	$40,141	$79,415	$27,112	$96,820	$67,706	$33,936	$117,830	$0	$0	$0	$0	$0	$462,960
Town Revenue	$11,284	$17,464	$8,085	$18,286	$14,348	$7,639	$21,394	$0	$0	$0	$0	$0	$98,499





Town of Hillsboro Beach
Building Department
Finance Report

Start Date: 4/1/2023
End Date: 4/30/2023

	Permit Fees	Town Revenue	Fire Fees	Zoning Fees	Admin Fees	CGA Revenue	BORA	DBPR	DCA
MTD	$138,623.47	$20,793.52	$150.00	$450.00	$100.00	$117,829.95	$2,570.36	$1,982.31	$1,342.72
YTD	**$544,658.54**	**$81,698.78**	**$6,150.00**	**$10,650.00**	**$2,425.00**	**462,959.76**	**$10,525.48**	**$8,263.91**	**$5,666.02**

Town of Hillsboro Beach
Building Department
Permit Report

Start Date: 4/1/2023
End Date: 4/30/2023

Permit Type	# Issued	Building Permit Fees
COMMERCIAL BUILDING NEW	1	380.00
COMMERCIAL CONCRETE RESTORATION	3	100,203.61
COMMERCIAL PLUMBING MISCELLANEOUS	1	636.00
RESIDENTIAL A/C CHANGE OUT	6	1,176.92
RESIDENTIAL ALTERATION	16	18,930.15
RESIDENTIAL FIRE ALARM	1	644.40
RESIDENTIAL GENERATOR	1	1,348.50
RESIDENTIAL RE-ROOF	1	95.00
RESIDENTIAL SEAWALL	1	95.00
RESIDENTIAL SERVICE CHANGE/REPAIR	3	375.00
RESIDENTIAL STRUCTURAL MISCELLANEOUS	1	475.27
RESIDENTIAL SWIMMING POOL/SPA	1	1,322.74
RESIDENTIAL WATER HEATER	3	398.00
RESIDENTIAL WINDOWS/DOORS/SHUTTERS	41	11,912.88
SIGN	1	250.00
SINGLE FAMILY RESIDENCE	2	380.00
	83	***$138,623.47***

Town of Hillsboro Beach
Building Department
Activity Report

Start Date: 4/1/2023
End Date: 4/30/2023

Discipline	Total # of Inspections	Plan Review	Permits Applied
Building	103	85	59
Electrical	31	25	18
Plumbing	25	30	14
Mechanical	16	21	9
Fire	0	5	1
Zoning	0	2	2
Totals	**175**	**168**	**103**

Town of Hillsboro Beach
Building Department
Plan Review Times Report

Start Date: 4/1/2023
End Date: 4/30/2023

	Number of Reviews	Average Days In Review	Most Days In Review
Completed Reviews	178	5.85	23.84

Town of Hillsboro Beach
Building Department
Issued Permits Report

Start Date: 4/1/2023
End Date: 4/30/2023

	Folio #	Permit #	Date Issued	Job Address	Job Sub Division	Construction Value
RESIDENTIAL ALTERATION						
	484317PN0010	23353982-0	4/10/2023	1041 HILLSBORO MILE (UNIT 1)	HILLSBORO MILE OCEAN APTS	$16,700.00
	484317AA0150	23354055-0	4/10/2023	1057 HILLSBORO MILE (UNIT 321)	DIAMONDHEAD CONDO	$27,000.00
	484317AB0480	23354325-0	4/13/2023	1051 HILLSBORO MILE, UNIT 604E	HILLSBORO LE BARON CONDO	$46,550.00
	484308BD0090	23354358-0	4/14/2023	1150 HILLSBORO MILE (UNIT 209) WORK W/O PERMIT	OPAL TOWERS WEST CONDO	$42,000.00
	484308AH0080	23354390-0	4/17/2023	1149 HILLSBORO MILE, UNIT 204	OPAL TOWERS CONDO	$41,000.00
	484308AH0480	23354438-0	4/18/2023	1149 HILLSBORO MILE, UNIT 508	OPAL TOWERS CONDO UNIT	$34,500.00
	484308CA0630	23354453-0	4/18/2023	1155 HILLSBORO MILE, UNIT 708	HILLSBORO OCEAN CLUB CONDO	$24,930.00
	484308AH0800	23354682-0	4/25/2023	1149 HILLSBORO MILE (UNIT 804)	OPAL TOWERS CONDO	$231,021.00
					Grand Total	**$463,701.00**

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: **Code Compliance**
Presented by Bernard Pita
Submitting Dept: **Town Clerk, Sherry Henderson, Town Clerk**
Agenda Date: **June 6, 2023**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:
1. April 2023 Code Summary report
2. April 2023 Code case action report
3. April 2023 All Open Code Cases

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

Code Compliance Summary Report

From 4/1/2023 **To** 4/30/2023 **Corridor** (All Corridors)

Case Totals for Period

Cases Open at Start of Period	12
Cases Opened During Period	2
Cases Opened as result of Complaint	2
Cases Closed During Period	1
Cases Closed due to compliance	0
Cases Open at End of Period	13

Inspections	2
Reinspections	5
Total	**7**

Special Magistrate Cases During Period 3

Case Summary by Officer

Officer	Open at Start	Opened During Period	Opened as result of Complaint	Closed During Period	Closed due to compliance	Open at End of Period
B. Pita/N/A	12	2	2	1	0	13
Total	**12**	**2**	**2**	**1**	**0**	**13**

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

Code Compliance Summary Report

From 4/1/2023 **To** 4/30/2023 **Corridor** (All Corridors)

Inspections by Officer

Officer	Inspections	Reinspections	Total
B. Pita/N/A	2	4	6
S. Lowe/-	0	1	1
Total	**2**	**5**	**7**

Summary of Cases Opened by Incident Type

Incident Type	Number
Building Permit Required	2
Total	**2**

Revenue Summary

	Period Start	During Period	Period End
Total Fines Assessed	$944,900.00	$35,550.00	$980,450.00
Total Payments	$0.00	$0.00	$0.00
Balance	**$944,900.00**		**$980,450.00**

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

Case Action Report*

From 4/1/2023 **To** 4/30/2023 **Corridor** (All Corridors)

Date Issue	Incident Type	Site Address	Status	Documents Issued		
3/3/2023	Building Permit Required	1150 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 415	Open	Date Issue	Type	Officer Assigned
				3/3/2023	Complaint	B. Pita
				4/25/2023	Courtesy Notice	B. Pita
3/3/2023	Building Permit Required	1150 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 412	Open	Date Issue	Type	Officer Assigned
				3/3/2023	Complaint	B. Pita
				4/25/2023	Courtesy Notice	B. Pita
4/26/2023	Building Permit Required	1155 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 110	Open	Date Issue	Type	Officer Assigned
				4/26/2023	Courtesy Notice	B. Pita
				4/26/2023	Complaint	B. Pita

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

	Open Code Cases as of May 1, 2023		
1	Building Permit Required	SHORE,LORI JEAN	1155 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 110
2	Building Permit Required	JENSEN,DOUGLAS J & NANCY JO NANCY JO JENSEN 2012 TR	1150 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 415
3	Building Permit Required	KOVACS,MARILYN	1150 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 412
4	Tide Water Seawall King Tide	MEDZ LLC	997 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
5	Building Permit Required	HADDAD, RANIA GHALEB YOUSEF, PETRO, YACOUB FAWZI SALIM	1050 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 601W #3206 SORRENTO CRES *BURLINGTON ON CA L7M 0N4
6	Building Permit Required	COMMON AREA	1167 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
7	Building Permit Required	CALIENDO,THOMAS & LINDA	1150 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 408
8	Building Permit Required	SELA,LUAN	1050 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 707W
9	Building Permit Required	DEARIE,THOMAS	1150 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 209
10	Sign Violation	WINTER SUN INVESTMENTS LLC	1205 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 101
11	Landscape Violation	WINTER SUN INVESTMENTS LLC	1206 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
12	Property Maintenance	WINTER SUN INVESTMENTS LLC	1205 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 101
13	Nuisance	MILLIONAIRE PORTFOLIO GROUP LLC	1150 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 812

TOWN OF HILLSBORO BEACH

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Agenda Item Cover Memo

Agenda Item: **Hurricane Preparedness Guide (Hurricane Season June 1 - Nov 30)**
Submitting Dept: **Town Clerk, Sherry Henderson, Town Clerk**
Agenda Date: **June 6, 2023**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

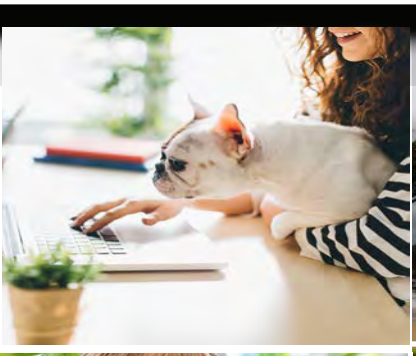
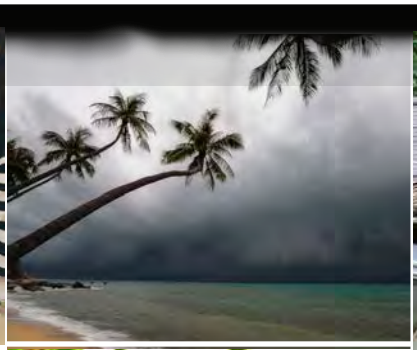
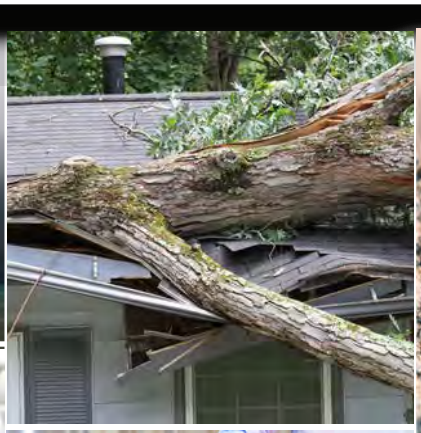
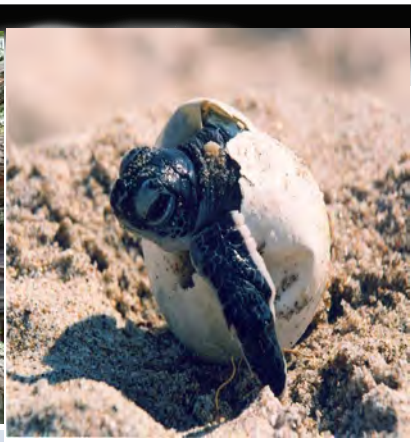
2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. Hurricane And Sea Turtle Guide (2023)

HBPD
Hillsboro Beach
Police Department

Hurricane & Sea Turtle Guide

Hurricane Preparedness

What to do as the storm approaches

Disaster Recovery

Sea Turtles

Index

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After the Storm:
Tips & Resources 7

Sea Turtles 10

Contact

Hillsboro Beach Town Hall

Hours: Monday-Friday 7:30am - 5:00pm

954.427.4011
www.townofhillsborobeach.com

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

Hillsboro Beach Police Department

954.427.6600
www.hillsborobeachpd.org

1210 Hillsboro Mile Suite B
Hillsboro Beach, FL 33062

Follow HBPD

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The Nixle System allows the Hillsboro Beach Police Department to send Emergency/Non-emergency messages and alerts to residents via Text and E-Mail.

~To Sign-up for E-Mail
Visit *www.townofhillsborobeach.com* and sign up (top right corner)

~To Sign-up for Text Messages on your cell phone, TEXT the word HBPD1 to 888777

Sea Turtles in Hillsboro Beach

The Town of Hillsboro Beach has one of the highest densities-per-mile for sea turtle nests along the East Coast of FLorida. Nesting Season in Broward County officially begins **March 1 and ends October 31.**

The Town is home to Leatherbacks, Loggerheads, and Green sea turtles. All sea turtles lay their eggs on the beach at night, and MUST have unobstructed access to their nesting grounds. The Town takes great pride in assisting these magnificent creatures with sustaining future generations.

loggerhead Sea Turtle

Leatherback Sea Turtle

Green Sea Turtle

Hurricane Season

Florida's Hurricane Season is **June 1 through November 30**. As a barrier island, Hillsboro Beach falls within a mandatory evacuation area.

Watches and Warnings

Tropical Storm Watch

According to the National Weather Service, a Tropical Storm Watch is issued when a tropical cyclone containing winds of 39-73 miles per hour or higher poses a possible threat, generally within 48 hours. These winds may be accompanied by storm surge, coastal flooding and/or river flooding. A watch does not mean that tropical storm conditions will occur; it only means that these conditions are possible. According to Broward County Emergency Management, your preparations should be underway.

Tropical Storm Warning

A Tropical Storm Warning is issued when sustained winds of 39-73 miles per hour or higher associated with a tropical cyclone are expected in 36 hours or less. These winds may be accompanied by storm surge, coastal flooding, and/or river flooding. According to Broward County Emergency Management, your preparations should be rushed to completion.

Hurricane Watch

A Hurricane Watch is issued when a tropical cyclone containing winds of 74 miles per hour or higher poses a possible threat, generally within 48 hours. These winds may be accompanied by storm surge, coastal flooding, and/or river flooding. The watch does not mean that hurricane conditions will occur; it only means that these conditions are possible. According to Broward County Emergency Management, your preparations should be underway.

Hurricane Warning

A Hurricane Warning is issued when sustained winds of 74 miles per hour or higher associated with a tropical cyclone are expected in 36 hours or less. These winds may be accompanied by storm surge, coastal flooding, and/or river flooding. A hurricane warning can remain in effect when dangerously high water or a combination of dangerously high water and exceptionally high waves continue, even though winds may be less than hurricane force. According to Broward County Emergency Management, your preparations should be rushed to completion.

Category	Wind Speed (mph)	Damage at Landfall
1	74-95	Minimal
2	96-110	Extensive
3	111-129	Devastating
4	130-156	Catastrophic
5	157+	Catastrophic

Hurricane Preparedness

Creating a disaster supply kit is an essential part of your family's preparedness plan.

Home essentials

- ☐ Flashlights (at least one per person)
- ☐ Batteries for electronics and flashlights
- ☐ Ice chest with ice for food storage
- ☐ Battery-powered NOAA weather radio
- ☐ Grill with propane or fuel
- ☐ Car charger for mobile phones
- ☐ Toilet paper
- ☐ Waterproof matches and a lighter
- ☐ Sealed waterproof container
- ☐ Manual can opener and bottle opener
- ☐ Fire extinguisher
- ☐ Paper plates, bowls, cups, utensils and paper towels
- ☐ Clothing (include pants and a long-sleeved shirt)
- ☐ Duct tape, tarp, rope
- ☐ Garbage bags and zip-top bags
- ☐ Basic tool kit
- ☐ Blankets and a sleeping bag per person
- ☐ Soap, shampoo, hygiene products
- ☐ Candles
- ☐ Local maps
- ☐ Cash or checks
- ☐ Important documents (insurance, medical, social security cards, ID cards, emergency numbers)

Water

- ☐ One gallon per person per day for at least four days
- ☐ One gallon for cooking per day for at least four days

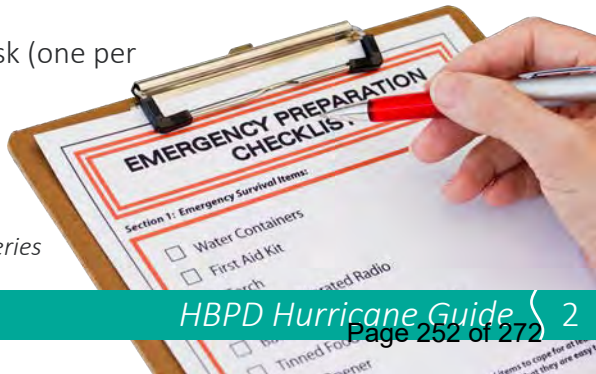
Food

- ☐ Non-perishable packaged or canned food to last up to 14 days
- ☐ Ready-to-eat canned meats
- ☐ Canned fruits and vegetables
- ☐ Canned or powdered milk
- ☐ Cereal or oatmeal
- ☐ Canned soup
- ☐ Peanut butter and jelly
- ☐ Bread and crackers
- ☐ Baby formula/specialty food
- ☐ Instant coffee or tea
- ☐ Trail mix and granola bars
- ☐ Instant noodles
- ☐ Snack food

First aid

- ☐ First-aid kit
- ☐ Two-week supply of prescription medications
- ☐ Two-week supply of vitamins/OTC medications
- ☐ Antibacterial hand soap
- ☐ Large pair of metal scissors
- ☐ Mosquito repellent
- ☐ Sunscreen
- ☐ Whistle
- ☐ Dust mask (one per person)
- ☐ Sanitary wipes

Source: Interstate Batteries



Make a Plan

The basics

- List each person your plan will cover and each person's full contact information.
- List all supplies and equipment needed for each person in your plan. It may be 72 hours or more before help can arrive.
- Identify any health conditions or disability-related needs of your group and include instructions.
- Decide where you will go if evacuation becomes necessary.
- Plan your route and include alternate options.
- Make copies of financial, insurance and medical records and keep them with your emergency plan.
- Be sure children know and understand the emergency plan.
- Each person will need identification and contact information to carry with them in an evacuation, especially children and older adults.
- Include service animals and family pets in your plan.

Create effective evacuation steps

- Be clear about where you will go in an evacuation. Decide if you will stay with friends or relatives in a safe location, stay in a hotel or motel, or go to a county-approved public shelter.
- If someone in your evacuation group needs basic medical care on a daily basis, a special needs shelter may be an option.
- Contact your county emergency-management office for more information.

Source: Florida Department of Health

Protect your Pets

As members of your family, your pets should have an emergency supply kit as well.

Food. At least a three-day supply in an airtight, waterproof container.

Water. At least three days of water specifically for your pets.

Medicines and medical records.

Important documents. Registration information, adoption papers and vaccination documents. Talk to your veterinarian about microchipping and enrolling your pet in a recovery database.

First aid kit. Cotton bandage rolls, bandage tape and scissors; antibiotic ointment; flea and tick prevention; latex gloves, isopropyl alcohol and saline solution. Including a pet first aid reference book is a good idea, too.

Collar or harness with ID tag, rabies tag and a leash.

Crate or pet carrier. Have a sturdy, safe crate or carrier in case you need to evacuate. The carrier should be large enough for your pet to stand, turn around and lie down.

Sanitation. Pet litter and litter box if appropriate, newspapers, paper towels, plastic trash bags and household chlorine bleach.

A picture of you and your pet together. If you become separated, a picture of you and your pet together will help you document ownership and allow others to assist you. Add species, breed, age, sex, color and distinguishing characteristics.

Familiar items. Familiar items such as treats, toys and bedding can help reduce stress for your pet.

Source: FEMA

Disability Planning

If you or someone you care for has a disability or special need, you may have to take additional steps to prepare yourself and your family.

Here's what you need to get ready for an emergency or disaster.

Form a personal support network. These are the people you should involve in your emergency planning and can help you in an emergency situation. They include your nearby family, friends, caregivers, neighbors and coworkers. Be sure to give at least one trusted member of your support network a key to your house or apartment. Also, let members of your support group know where you store your emergency kit. Most importantly, don't rely on just one person. Have at least three people you can call on for help.

Complete a personal assessment. Make a list of your personal needs and your resources for meeting them in a disaster environment. Take into account what you will be able to do for yourself and what assistance you may need before, during and after a disaster. This should include daily living needs (personal care/ personal care equipment, adaptive feeding devices and electricity-dependent equipment), your ability to get around before, during and after a disaster (cleaning up disaster debris, transportation and blocked roads) and evacuating if necessary.

Become informed. Know about the specific hazards that threaten your community (hurricanes, tornadoes, wildfires, etc.), learn about community disaster plans and community warning systems and find out more about special-assistance programs. Florida citizens with disabilities and special needs should register with their local emergency-management office.

Write it down. Keep a copy of important phone numbers and other contact information for loved ones, medical providers and emergency services as part of your emergency communications plan.

Create an emergency kit. Your emergency kit should have supplies specific to your special needs.

Other helpful tips

- Wear medical alert tags/bracelets to help identify your disability/special need.
- Practice how to quickly explain your condition and your adaptive equipment to someone who is helping you.
- Wheelchair-accessible users need to have more than one exit from their residence. Practice how to escape from your home.
- Know the size and weight of your wheelchair, and whether or not it is collapsible, in case it has to be transported.
- If you depend on dialysis or other life-sustaining treatment or equipment, know the locations and availability of more than one facility in your area.

Source: Florida Division of Emergency Management

Before Landfall

What to do as the storm approaches

- Download a smartphone app that can notify people where you are, and if you need help or are safe. The Red Cross has a Hurricane App available in the Apple App Store and the Google Play Store, as well as a shelter-finder app. A first-aid app is also available.
- Use hurricane shutters or board up windows and doors with 5/8-inch plywood.
- Bring outside items in if they could be picked up by the wind.
- Clear gutters of debris.
- Reinforce the garage door.
- Turn the refrigerator to its coldest setting in case power goes off. Use a cooler instead of opening freezer or refrigerator doors.
- Fill a bathtub with water.
- Get a full tank of gas in one car.
- Go over your evacuation plan with your family, and learn alternate routes to safety.
- Learn the location of the nearest shelter or nearest pet-friendly shelter.
- Put an ax in your attic in case of severe flooding.
- Evacuate if ordered and stick to marked evacuation routes, if possible.
- Store important documents – passports, Social Security cards, birth certificates, deeds – in a watertight container.
- Have a current inventory of household property.
- Leave a note to say where you are going.
- Unplug small appliances and electronics before you leave.
- If possible, turn off the electricity, gas and water for the residence.

Source: NOAA

Evacuation Tips

1. **If ordered to evacuate, do not wait or delay your departure.**

2. **Select an evacuation destination that is nearest to your home, preferably in the same county, or at least minimize the distance you must travel to reach your intended shelter location.**
   Keep in mind that hotels and other sheltering options in most inland metropolitan areas are likely to be filled very quickly in a large, multi-county hurricane evacuation event.

3. **If you decide to evacuate to another county or region, be prepared to wait in traffic.**
   The larger the storm, the greater the probability of traffic jams and extended travel times.

   If possible, make arrangements to stay with the friend or relative who resides closest to your home and who will not have to evacuate. Discuss with your intended host the details of your family evacuation plan well before the beginning of the hurricane season.

4. **If a hotel or motel is your final intended destination during an evacuation, make reservations before you leave.**
   Most hotel and motels will fill quickly once evacuations begin. The longer you wait to make reservations, even if an official evacuation order has not been issued for your area or county, the less likely you are to find hotel/motel room vacancies, especially along interstate highways and in major metropolitan areas.

5. **If you are unable to stay with friends or family and no hotels/motels are available, go to a shelter.**
   Remember, shelters are not designed for comfort and do not usually accept pets. Bring your disaster-supply kit with you to the shelter.

6. **Make sure you fill up your car with gas before you leave.**

Source: Florida Division of Emergency Management

Hurricane Hazards

Storm surge is the abnormal rise of water generated by a storm's winds. This hazard is historically the leading cause of hurricane-related deaths in the United States. Storm surge and large battering waves can result in large loss of life and cause massive destruction along the coast. Storm surge can travel several miles inland, especially along bays, rivers and estuaries.

Flooding from heavy rains is the second leading cause of fatalities from landfalling tropical cyclones. Widespread torrential rains associated with these storms often cause flooding hundreds of miles inland. This flooding can persist for several days after a storm has dissipated.

Winds from a hurricane can destroy buildings and manufactured homes. Signs, roofing material and other items left outside can become flying missiles during hurricanes.

Tornadoes can accompany landfalling tropical cyclones. Tornadoes typically occur in rain bands well away from the center of the storm.

Dangerous waves produced by a tropical cyclone's strong winds can pose a significant hazard to coastal residents and mariners. These waves can cause deadly rip currents, significant beach erosion and damage to structures along the coastline, even when the storm is more than 1,000 miles offshore.

Source: NOAA

After the Storm: Tips & Resources

Don't become the victim of an unlicensed activity scam

Know what services require a state license. Visit www.myfloridalicense.com/DBPR/services-requiring-a-dbpr-license/ to see a list of DBPR-regulated businesses and professions.

Report unlicensed activity. To report unlicensed activity, call DBPR's Unlicensed Activity Program

Verify licenses before you hire or sign a contract. Always verify a professional's license online at www.myfloridalicense.com; by calling 850.487.1395; or by downloading the free DBPR mobile app through iTunes or the Google Play app store.

Be wary of individuals who only produce an "occupational license," or corporate filing. An "occupational license" only means the person has paid a tax receipt to the local municipality.

Use your best judgement when signing a contract and making payments. Get everything in writing, including a detailed description of the work to be completed, a completion date and the total cost. Never pay cash in full before the work is completed and be cautious of writing checks to individuals, especially when dealing with a company.

DBPR mobile app

Verify licenses or report unlicensed activity on the go!

Download the DBPR mobile app on iTunes or get it on Google Play!

Scan the QR code to learn more!

Generator Safety Tips

Fixed, installed generators

- Hire a Florida-licensed electrician to connect the generator to your house wiring using a transfer switch. This will prevent your generator from backfeeding utility lines and possibly causing damage to your generator when utility power is restored.

Portable, gasoline-powered generators

- Thoroughly read and follow the manufacturer's instructions to ensure the safe operation of your generator and avoid dangerous shortcuts.
- Set it up outside, away from all open windows, including neighbors' windows, to prevent deadly exhaust from entering a home or business.
- Use a heavy-duty extension cord rated for outdoor use to keep the generator safely outdoors. If the appliance has a three-prong plug, always use a three-prong extension cord.
- Consider using a battery-operated carbon monoxide alarm to be alerted if carbon monoxide levels become dangerous.
- Connect appliances directly to it. Do not wire your generator directly to your breaker or fuse box.
- Turn off all connected appliances before starting your generator. Turn connected appliances on one at a time, never exceeding the generator's rated wattage.
- Don't touch a generator if you are wet or are standing in water or on damp ground.
- Never refuel a hot generator or one that is running – hot engine parts or exhaust can ignite gasoline.
- Ensure you have plenty of gas for operation stored safely in gas containers.
- Don't leave a running generator unattended; turn it off at night and when away from home.

Source: Florida Power & Light

Storm-related services requiring Florida licensure

Below are some examples of common storm-related services that may or may not require a state license from DBPR.

This list is not intended to be comprehensive, and any additional or detailed questions should be directed to DBPR by calling 850.487.1395. Consumers should check with their local building departments to determine if there are additional permitting and/or licensing requirements for their area.

Services that require a state license

- Roof repairs
- New or replacement roof
- Installing new windows
- Plumbing repairs
- Electrical repairs or rewiring

Did you know?

Unlicensed contracting during a declared State of Emergency **is a felony offense**!

Services that do not require a state license

- Trimming or removing a fallen tree
- Removing debris
- Placing a tarp on a roof
- Installing storm shutters

Storm Damage?

Follow these steps when making repair preparations.

Contact your insurance agent. Contact your insurance agent first to verify that your insurance covers the repairs before you sign a contract.

Verify licenses before you hire or sign a contract. Always verify a professional's license online at www.myfloridalicense.com; by calling 850.487.1395; or by downloading the free DBPR Mobile app through iTunes or the Google Play app store.

Use your best judgment when signing a contract and making payments. Get a written estimate from several licensed contractors to compare costs. Make sure the estimate includes the work the contractor will do, the materials involved, the completion date and total cost.

Never pay cash in full before the work is completed and be cautious of writing checks to individuals, especially when dealing with a company.

Be cautious of individuals who...

- Advertise without a license number
- Request cash only
- Use high-pressure sales tactics
- Lack a written contract
- Demand a full payment up front
- Solicit door to door

Tips for hiring a state-licensed contractor

Licensed contractors have the appropriate education, the proper workers' compensation and/or liability insurance, and the necessary experience to complete your project.

Before hiring a contractor, ask to see their state-issued license. Also, verify the license number with DBPR and check for any complaints.

An occupational license does not qualify an individual to act as a contractor.

Being registered with the Division of Corporations as an Inc. or LLC does not qualify an individual or company to act as a contractor.

Get a written estimate from several licensed contractors. Make sure the estimate includes the work the contractor will do, the materials involved, the completion date and total cost.

Beware of contractors who claim to be the fastest or the cheapest. Hiring them could result in poor workmanship, inferior materials or unfinished jobs.

Check with your local building department for additional information about requirements for supplementary permits and licenses.

Report suspected unlicensed activity!

866.532.1440

ULA@myfloridalicense.com

Sea Turtles

Florida's Sea Turtles

Florida hosts the highest abundance of nesting sea turtles in the continental United States. Loggerhead, green, and leatherback sea turtles commonly nest here.

The Loggerhead Sea Turtle

Florida's nesting population is one of the largest for loggerhead sea turtles in this part of the world. Adult loggerheads are about 3 feet long, weigh 200-350 pounds, and are red-brown. Nests are dug on sandy coastal beaches from late April through September. After 45-60 days, 50 to 150, 2-inch hatchlings scramble from the nest at night and swim frantically offshore to their developmental habitat in the Gulf Stream.

The Green Sea Turtle

Adult green sea turtles nest May through October, with higher number of nests every other year.
These 300-pound, 3-foot long turtles have greenish-brown shells with beautiful markings. Green sea turtles eat plants, including sea weeds and sea grasses, and often occur in Florida's sea grass meadows or on near shore reefs. Like all sea turtles, green sea turtles are attracted to lights on beach-front buildings and may become trapped on the beach after nesting or hatching.

Source: Florida Fish and Wildlife Conservation Commission

The Leatherback Sea Turtle

The black rubbery shell of the leatherback, the giant of the sea turtles, is very distinctive. Adults can reach 6 feet and weigh up to 2,000 pounds. This turtle will often feed on jelly fish and other animals floating in the water. Leatherbacks nest from February through August in Florida.

Sea Turtle Nesting

Under Florida's Sea Turtle Protection Act, Florida Statute 370.12, it is illegal to harm or harass sea turtles, their nests or hatchlings. Although most nests are buried 12-24 inches deep, some are only a few inches below the beach surface. Hatchlings often sit at the top of the nest, right under the sand, for one or more days waiting to leave the nest.

SHARE THE BEACH

If you happen to see a nesting sea turtle while you are on the beach,stay behind her and at such a distance that she cannot see you. Please:

~Keep your distance remain quiet and keep all lights off including flashlights,flash photography and video equipment. Motion, noise, and lights can cause the turtle to return to the sea without laying her eggs. Remember,your activities can also affect other turtles nesting in the vicinity.

~Keep hands and other objects off and away from the turtle. After nesting, she may appear slow and hesitant. Touching, prodding, shining lights or causing commotion may disturb her, disorient her and cause her to spend less time covering and camouflaging her nest.

Sea Turtle Hatchlings

Sea Turtles hatch throughout the year but mostly in the summer. Hatchlings use a carbuncle (temporary egg tooth) to help break open the shell. After hatching, the young turtles may take up to 3 to 7 days to dig their way to the surface. Hatchlings usually wait until night to emerge from the nest. Emerging at night reduces exposure to daytime predators. Studies have shown that some nests will produce hatchlings on more than one night. For most sea turtle species, undisturbed nests can have more than 90% of the clutch successfully hatch. Nests disturbed by humans or animal predators tend to have a 25% or even much lower success rate.

If you happen to find sea turtle hatchlings on the beach, watch from a distance.

Please:

~Allow hatchlings to crawl to the water on their own, as the journey from the nest to the water allows them to imprint on their home beach. Picking up the hatchlings may interfere with this process. Scientists believe that imprinting helps the hatchlings remember where they came from so they can return and lay their own eggs 20 to 30 years later.

~Leave sea turtle hatchlings in their nest; they will exit the nest when they are ready. If the hatchlings are removed from the nest before they are ready they are less likely to survive.

~Keep all lights off (including flashlights, flash photography and video equipment). If sea turtle hatchlings see artificial lights, they become confused, crawl in circles or head away from the ocean. If they crawl in the wrong direction for long, they will be eaten by other animals or die fro dehydration.

Hatchling and Adult Disorientation

Sea turtles lay their eggs on the beach at night, and must have unobstructed access to their nesting grounds. The hatchlings are guided by the brightest light source; any source of manmade light can draw them away from their path to the ocean. Hillsboro Beach takes pride in assisting these creatures with sustaining future generations.

Although sea turtles do nest on beaches with artifical lights, there is much evidence suggesting that they prefer darker beaches. When sea turtles nest on lighted beaches , their hatchlings are at risk.

Both hatchlings and nesting adults exposed to artifical lighting can be led in the wrong direction or become disoreinted. A nest is considered disoriented if five or more hatchlings headed in a direction other than toward the water.

~ There should be no source of man made light visible from the beach at night. (bulbs, fluorescent tubes, lamps, etc.)

~ The beach MUST be cleared of obstructions every evening beginning at sunset, including outdoor furniture and debris.

~ Flashlights with red filters must be used on the beach at night.

~ Manmade holes must be refilled.

~ Everyone, including pets, must stay away from all nests at all times.

Hillsboro Beach Sea Turtle Ordinance

Sec. 3-9. - Requirements for marine turtle protection.

(A) *Purpose.* The purpose and legislative intent of the Town Commission by enacting this section is to protect threatened and endangered marine turtles that nest along the beaches of the town, by safeguarding the nesting female and hatchling marine turtles from the adverse effects of artificial light and from injury or harassment by prohibiting activities/situations disruptive to marine turtles during the nesting season.

(B) *Definitions.* The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Artificial light or *artificial lighting* means any source of light emanating from a manmade device, including, but not limited to, light emitting diodes (LED), incandescent, mercury vapor, metal halide, or sodium lamps, flashlights, spotlights, streetlights, vehicular lights, construction or security lights.

Beach means the area of unconsolidated material that is contiguous with the waters of the Atlantic Ocean and extends landward from the mean low water line to the place where there is a marked change in material or physiographic form, or to the line of permanent vegetation (usually the effective limit of the storm waves).

Beach access point means any path through or over the dune used by the general public or private property owners for the purpose of gaining access to the beach.

Directly illuminated means illuminated as a result of a glowing element(s), lamp(s), globe(s), or reflector(s) of an artificial light source which is visible from the beach.

Dune means a mound or ridge of loose sediments, usually sand-sized, lying landward of the beach and deposited by a natural or artificial mechanism.

Existing development means a building or structure for which a building permit has been issued prior to the adoption of this article.

FDEP means the Florida Department of Environmental Protection or successor agency.

Floodlight means a lamp that supplies a strong light over a wide angle.

Full cutoff means the luminous intensity (in candelas) at or above an angle of 90° above nadir is zero, and the luminous intensity (in candelas) at or above a vertical angle of 80° above nadir does not numerically exceed 10 percent of the luminous flux (in lumens) of the lamp or lamps in the luminaire.

FWC means the Florida Fish and Wildlife Conservation Commission or successor agency.

Hatchling means any species of marine turtle, within or outside of a nest that has recently hatched from an egg.

IES means the Illuminating Engineering Society.

Inspector means a designated town employee or an inspector that has been designated through an agreement with another entity to perform inspections required pursuant to this article.

Kelvin is measurement used to describe the color temperature of a light source.

Light emitting diode (LED) means miniature lamps that emit pure red or amber light that do not vary in color over the life of the lamp. These lamps may be used in multiples to form strips of small lamps within a light fixture.

Low-profile luminaire means a light fixture set on a base which raises the source of the light no higher than 48 inches off the ground and designed in such a way that light is directed downward from a hooded light source.

Lumen is the measurement of total light output.

Luminaire means a complete lighting system, including a lamp or lamps and a fixture.

Marine turtle means any marine-dwelling reptile of the families Cheloniidae or Dermochelyidae found in Florida waters or using the beach as nesting habitat, including the species: Caretta caretta (loggerhead), Chelonia mydas (green), Dermochelys coriacea (leatherback), Eretmochelys imbricata (hawksbill), and Lepidochelys kempii (Kemp's ridley). For purposes of this article, marine turtle is synonymous with sea turtle.

Motorized vehicle means, but is not limited to, any self-propelled, wheeled, tracked or belted conveyance.

Nesting season means the period from March 1 through October 31 of each year.

New development includes new construction and remodeling of existing structures when such remodeling includes the alteration of exterior lighting or the repair or replacement of any glass or glazing.

Nighttime means the locally effective time period between sunset and sunrise.

Outdoor lighting means the nighttime illumination of an outside area or object by any fixed luminaire. Vehicle lights and flashlights are not included in this definition.

Person means any individual, firm, association, joint venture, partnership, estate, trust, syndicate, fiduciary, corporation and all other groups or combinations.

Point source of light means the actual light source such as the bulb, fluorescent tube, lamp, etc., from which light emanates.

Shielded means fitted with a nonreflective opaque hood, or other covering or device, which prevents the light fixture and luminaire from producing direct or indirect illumination visible from the beach.

Temporary structure means any manmade structure or object with a location or arrangement that is temporary or transient in nature.

Tinted or filmed glass means any glass treated to achieve an industry-approved, inside-to-outside light transmittance value of 45 percent or less.

Visible from the beach means visible to a person standing on the beach.

(C) *Exterior lighting standards for all developments.*

(1) Exterior artificial light fixtures shall be designed and positioned so that the point source of light is not directly visible from the beach.

(2) Low profile luminaires shall be used in parking lots and such lighting shall be positioned so that no light directly or indirectly illuminates the beach.

(3) Floodlights, up-lights or spotlights for decorative, recreational and accent purposes that are directly visible from the beach must be amber/red LED. Any "point source of lighting" including, but not limited to, floodlights, up-lights, or spotlights for decorative, recreational and accent purposes shall not be directly visible from the beach during nesting season.

(4) Exterior lights used expressly for safety or security purposes shall be limited to the minimum number and configuration required to achieve their functional role(s). The use of motion detector switches that keep lights off except when approached and that switch lights on for the minimum duration not exceeding five (5) minutes are required for any exterior lights used expressly for safety or security. Lights incorporating motion detector switches shall be downward directed.

(5) Pool lights shall be installed with amber/red LED lighting specifically designed for the safety of marine animals.

(6) Balcony lights shall be fitted with hoods so that lights shall not be visible from the beach.

(D) Interior artificial lighting in line-of-sight from the beach shall be designed and positioned so that the point source of light is not visible from the beach. All interior light sources shall be switched off or shielded from view with drapery after 9:00 p.m. or have installed tinted or filmed glass with a light transmittance value not to exceed 45 percent (45%).

(E) *Compliance inspections.* Periodic nighttime lighting inspections will be performed during nesting season from the beach to determine the extent of compliance with all sections of this article. These inspections will be conducted as needed until existing beachfront lighting has been brought into compliance.

(F) *Prohibition of activities disruptive to marine turtles.* The following activities and situations are prohibited on the beach from sunset to sunrise during nesting season:

(1) The operation of all motorized vehicles, except emergency and law enforcement vehicles or persons who have authorization or a permit to engage in marine turtle conservation or research issued by FWS, FDEP, FWC or the town, and who are acting in conformance with such authorization or permit.

(2) The building of fires during nesting season.

(3) Any transient lighting which purposely illuminates nesting sea turtles or hatchlings. This prohibition does not apply to persons who have authorization or a permit to

engage in marine turtle conservation or research issued by FWS, FWC, FDEP or the town, and who are acting in conformance with such authorization or permit.

(4) Any temporary structures, including, but not limited to, beach chairs, umbrellas and cabanas which have the potential for entrapment of marine turtles and which may interfere with the use of the natural beach environment for nesting habitat. All temporary structures shall be removed from the beach nightly or stacked with the shortest edge facing the shoreline in a way to reduce the possibilities of entrapment.

(G) *Local approval not exclusive.* Approval required pursuant to this article shall be in addition to and not in lieu of any federal, state, regional or other local approvals which may be required for the same or similar activities. Similarly, compliance with provisions of this article does not excuse any person from having to comply with other applicable federal, state, regional or local laws.

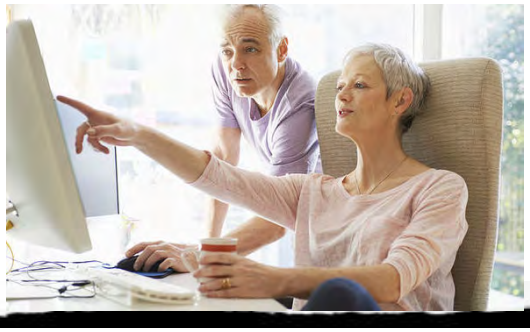
(H) *Civil powers; criminal penalties.*

(1) The town shall have the power to enforce the provisions of this article by code enforcement proceedings in accordance with the Code of Ordinances, Town of Hillsboro Beach, Florida, and by equitable or legal judicial proceedings. Each day of any such violation shall constitute a separate and distinct offense.

(2) No permit shall be issued by the town for any property which is in violation of this article or for which a fine imposed in accordance with this article remains unpaid.

(Ord. 2017-295 , § 2, passed 7-11-2017; Ord. No. 2018-04 , § 2, passed 9-11-2018)

Resources



Hospitals

Broward Health Imperial Point
6401 North Federal Hwy
Fort Lauderdale, FL 33308
Phone: 954.776.8500
(8 miles from Town Hall)

Broward Health North
201 Sample Road
Pompano Beach, FL 33064
Phone: 954.941.8300
(6 miles from Town Hall)

Boca Raton Regional Hospital
800 Meadows Road
Boca Raton, FL 33486
Phone: 561.955.7100
(6 miles from Town Hall)

Holy Cross Hospital
4725 N. Federal Highway
Fort Lauderdale, FL 33308
Phone: 954.771.8000
(9.3 miles from Town Hall)

Hurricane Hotlines

Disaster and emergency information

- If you are in immediate danger, call 9-1-1
- Florida Emergency Information 24-hour hotline* 800.342.3557
  *This number is only operational during an emergency event.
- For shelter information:
  Text **SHELTER** and your **Zip Code** to **43362**

Websites

- Florida Division of Emergency Management
  www.floridadisaster.org

@FLSERT @FloridaSERT

- Ready.gov
  www.ready.gov
- Florida Division of Emergency Management
  www.FloridaDisaster.org/AlertFlorida
  Sign-up for Severe Weather Alerts specific to our Community
- Vulnerable Population Registry
  *www.Broward.org/atrisk*k
- Better Business Bureau, Florida Hurricane Guide
  www.bbb.org/florida-hurricane-guide

- American Red Cross
  800.733.2767
- Florida Attorney General's Price Gouging Hotline
  866.966.7226
- DBPR's Unlicensed Activity Program Hotline
  866.532.1440

Turtle Resources

Florida Fish and Wildlife Conservation
https://myfwc.com/research/wildlife/sea-turtles/florida/

Should you discover a Sea Turtle in distress, please call 954.328.0580.

Town Commission

Mayor Irene Kirdahy
Vice Mayor Barbara Baldasarre
Commissioner Jane Reiser
Commissioner Vinnie Andreano
Commissioner David A. Ravanesi

Town Manager

William "Mac" Serda

Police Chief

Chief Jay Szesnat

Hillsboro Beach Town Hall
954.427.4011
Hillsboro Beach Police Department
954.427.6600
1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: **Annual Removal of Coconuts from Coconut Trees (ORD 2018-07)**
Submitting Dept: **Town Clerk, Sherry Henderson, Town Clerk**
Agenda Date: **June 6, 2023**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:
1. (FLYER) 2018-07 Annual Removal of Coconuts
2. ORD. 2018-07 Annual Removal of Coconuts from Coconuts Trees

Town of Hillsboro Beach
Hurricane Preparedness
June 1, 2023 through November 30, 2023

Because of palm trees' great height, coconuts can be dangerous and serve as projectiles during a heavy storm. Coconuts can harm people, damage buildings and vehicles.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN OF HILLSBORO BEACH, FLORIDA THAT : SECTION 2. Chapter 12 of the Code of Ordinances is hereby amended by specifically amending Section 12-399 entitled " Maintenance of Landscaped Areas " by creating 12-399 (J) to read as follows:

It shall be unlawful to allow a coconut tree between June 1 and November 30 of each year to have coconuts exceeding six (6) inches in diameter.

ORD 2018-07(Adopted 11-13-2018)

ORDINANCE NO. 2018-07

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, SPECIFICALLY SECTION 12-399 ENTITLED "MAINTENANCE OF LANDSCAPED AREAS" BY CREATING SECTION 12-399 (J) TO BE ENTITLED "ANNUAL REMOVAL OF COCONUTS REQUIRED"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission has determined that it is in the Town's best interest to insure the safety of properties located in the Town from flying debris caused by tropical events; and

WHEREAS, proper tree maintenance during hurricane season is important so as to protect adjacent properties from potential damage; and

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

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

Section 2. Chapter 12 of the Code of Ordinances is hereby amended by specifically amending Section 12-399 entitled "Maintenance of Landscaped Areas" by creating 12-399(J) to read as follows:

(J) It shall be unlawful to allow a coconut tree between June 1 and November 30 of each year to have coconuts exceeding six (6) inches in diameter.

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 fifteen (15) days 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 2nd DAY OF OCTOBER, 2018.

PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, ON SECOND AND FINAL READING, THIS 13th DAY OF NOVEMBER, 2018.

By: Deborah L Tarrant
Deborah L. Tarrant, Mayor

ATTEST:

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

APPROVED AS TO FORM:

Donald J. Doody
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: **Beach Raker**
Submitting Dept: **Town Clerk, Sherry Henderson, Town Clerk**
Agenda Date: **June 6, 2023**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: None