AGENDA

Town of Hillsboro Beach Commission Meeting

January 9, 2024
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

January 9, 2024 | 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

Please refer to the end of the Agenda for the RULES OF DECORUM (RES 2023-36) adopted by the Town Commisison 9/12/2023

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

I. APPROVAL OF MINUTES

A. December 5, 2023 Regular Commission Meeting

II. PRESENTATIONS

A. Woods Hole Group update on Pressure Equalizing Module (PEM) Data Analysis

III. ORDINANCES

A. **Ordinance No. 2024-01 Water Rates Increase for Domestic Use and Irrigation Use**. **(First Reading)**
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING AN INCREASE TO THE WATER RATES CHARGED TO THE TOWN'S RESIDENTS; PROVIDING FOR AN AMENDMENT TO CHARTER 10 OF THE CODE OF ORDINANCES ENTITLED "WATER" BY SPECIFICALLY AMENDING SECTION 10-1 ENTITLED "WATER RATES"; PROVIDING FOR AN INCREASE OF 6.9% PERCENT FOR RESIDENTIAL DOMESTIC USE; PROVIDING FOR AN INCREASE OF 6.9% PERCENT FOR RESIDENTIAL IRRIGATION USE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

B. **Ordinance No. 2024-02 Accessory Uses** **(First Reading)**
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER 12 ENTITLED "LAND DEVELOPMENT CODE", BY SPECIFICALLY AMENDING ARTICLE VI ENTITLED "RM-16 MULTIPLE FAMILY DWELLING RESIDENTIAL DISTRICT REGULATIONS (WITH 3-STORY MAXIMUM LIMIT)" BY AMENDING SECTION 12-141 ENTITLED "USE REGULATIONS"; PROVIDING FOR THE IDENTIFICATION OF PRIVATE AMENITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

IV. RESOLUTIONS & CONTRACTS

A. **Resolution No. 2024-01** Resolution of the Town Commission of the Town of Hillsboro Beach, Florida, Approving and Authorizing the Appropriate Town Officials To Execute the State Revolving Fund Amendment 3 to Loan Agreement DW062610 for the Town of Hillsboro Beach.

B. **Resolution No. 2024-02** Consideration to Approve and Authorize the Use of $25,000 in Federal Forfeiture Funds to Develop a Beach Safety and Enforcement Initiative.

C. **Resolution No. 2024-03** Consideration to Accept Recommendation of Award to Westway Towing, Inc. for Towing Services Piggybacking the Terms of the City of Tamarac Agreement (RFP 22-17R) and Authorize the Appropriate Town Officials to Execute an Agreement.

V. CONSENT

A. **INVOICES FOR APPROVAL**

1. CG& A Invoice 122059 Nov 2023 $41,017.09
2. CG&A Invoice 123518 Dec 2023 $31,699.03
3. GCDE Invoice 56825 Dec 2023 $120.00
4. GCDE Invoice 56824 Dec 2023 $360.00
5. GCDE Invoice 56823 Dec 2023 $1,170.00
6. GCDE Invoice 56822 Dec 2023 $3094.55
7. Inframark Invoice 107078 Dec 2023 $8,809.65
8. Sweetapple, Broeker & Varkas Invoice 11679 Dec 2023 $905.00

VI. STAFF UPDATES

A. **Police Department,** Presented by Chief Szesnat

B. **Building Department,** Presented by Steve Mitchell, Bldg Official, CG&A

C. **Code Compliance,** Presented by Bernard Pita, Code Compliance Supv, CG&A

VII. TOWN MANAGER REPORT

VIII. TOWN ATTORNEY REPORT

IX. TOWN COMMISSION COMMENTS/REPORTS

X. PUBLIC COMMENTS

XI. ADJOURNMENT

RULES OF DECORUM

- The goal of Commission Meetings and Public Hearings is to accomplish the public's business in an environment that encourages fair discussion and exchange of ideas.
- Everyone will have three (3) minutes when recognized for public comment, participants should step forward to the podium and state their name & address for the record.
- All comments shall be directed to the commission or board as a body, through its presiding officer. Comments shall not be addressed to a single member of the commission or board, or to Town staff including the attorney, the manager, or the clerk, unless a majority of the members present on the commission or board shall so agree.
- The public comment period is for receipt of public comments, not debate. It is not intended as a time for problem solving but rather for hearing the citizens for their input.
- Anger, rudeness, ridicule, personal attacks, profane language, and lack of respect for others is unacceptable behavior. Demonstrations to support or oppose a speaker or idea, such as clapping, cheering, booing, hissing, or the use of intimidating body language are not permitted.
- If a person refuses to abide by these rules of civility and decorum, a commissioner may request a motion to temporarily recess
- Continued disruptions by any person may result in the request of the person to depart the meeting.

Resolution No. 2023-36, adopted 9-12-2023

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

TUESDAY **DECEMBER 5, 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 Baldasarre
Commissioner David A. Ravanesi
Commissioner Jane Reiser
Commissioner Vinnie Andreano

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 Commissioner Andreano, to adopt the agenda as presented. In a roll call vote, the **motion** passed unanimously. (5-0)

I. APPROVAL OF MINUTES

A. November 14, 2023, Board of Zoning and Appeals Meeting Minutes
B. November 14, 2023, Regular Commission Meeting Minutes

Motion made by Commissioner Ravanesi, seconded by Commissioner Reiser, to approve the minutes of the November 14, 2023, Board of Zoning and Appeals and Regular Meeting as presented. In a roll call vote, the **motion** passed unanimously. (5-0)

II. PRESENTATIONS

A. Proclamation of Election

Town Clerk Sherry Henderson read the proclamation of election, announcing the municipal election to be held on March 19, 2024, to elect two (2) Town Commissioners. She stated the qualification period would be from noon on Tuesday, January 2, 2024, to noon on Tuesday, January 9, 2024.

Motion made by Commissioner Ravanesi, seconded by Commissioner Reiser, to publish the Proclamation of Election. In a roll call vote, the **motion** passed unanimously. (5-0)

III. ORDINANCES

A. Ordinance No. 2023-05

Amendment to the Town's Code of Ordinances, "Conditional Use Amendment Restaurant Only." (Second Reading)

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER 12 ENTITLED "LAND DEVELOPMENT CODE", BY AMENDING SECTION IV ENTITLED "DISTRICTS AND GENERAL REGULATIONS THEREOF" SPECIFICALLY AMENDING SECTION 12-110 ENTITLED "CONDITIONAL USES"; PROVIDING FOR AN AMENDMENT TO THE CRITERIA FOR CONDITIONAL USES TO DELETE RESTRICTIONS ON ACCEPTING CASH OR CREDIT AND PAYMENTS FOR PATRONS AT A HOTEL; PROVIDING FOR AN AMENDMENT TO THE DEFINITION OF "RESTAURANT:; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Doody read the Ordinance by title only.

Jim Hickey, Planning Consultant, CG&A, advised that this was the second reading of the ordinance to make changes to the conditional uses in the Land Development Code. He read the definition for restaurant as amended between first and second reading, and briefly explained the next steps if this ordinance is approved. Mr. Hickey stated the changes meet the requirements of the Town's Comprehensive Plan and Land Development Code and noted staff had asked for an additional review of the parking study before moving forward with consideration of opening the Hillsboro Beach Resort restaurant to the public.

Commissioner Ravanesi asked for clarification on the conditional use. Mr. Hickey explained.

Commissioner Reiser asked about voting on this issue before the review of the traffic study. Mr. Doody clarified the process for making changes to the conditional use and development order. He noted the change currently before the Commission was not site specific and would not allow the restaurant to open to the public.

Commissioner Reiser inquired whether the change to the Code would open the door to vacation rentals opening a restaurant. Mr. Hickey outlined the process that applicant would be required to follow. Mr. Doody provided additional clarification.

Mathew Hege, Hillsboro Beach Resort, reviewed the history of the request briefly. He stated his team feels third-party food and beverage is essential to the livelihood of the property and to building a level of service that matches the quality of the community.

Memphis Garrett, Garrett Hospitality Group, shared brief comments on the correlation between a successful and thriving restaurant and a successful and thriving hotel. He highlighted the need to open to the public to maintain operations during the slow season and stated he would be a hands-on operator of the restaurant.

David Coviello, Shutts & Bowen LLP, attorney for BH3, asked that the presentation from the first reading of the ordinance at the November 14 meeting be incorporated into the record. He noted the request for an outdoor bar had been dropped, and asserted the applicant felt what was left was a reasonable request which was necessary for the success of the hotel. He committed to working with the Town Attorney to draft language that would require a change in owner or operator to come back before the Commission for review of the condition.

Mayor Kirdahy opened a public hearing on the item.

Joel Rosenstein, 1155 Hillsboro Mile, stated the resort was asking the Commission to change the ordinances to save themselves from themselves, and the Town had heard it all before. He asked what possible benefit there was for the Town to have a public restaurant, because as it is the residents have access. He commented on signage, turn-arounds in the neighboring driveway, pedestrians, and traffic.

David Bates, 1155 Hillsboro Mile, asserted he wished the discussion of communication and partnership with the Hillsboro Resort were true. He stated there is no one to call when there are issues and the signage is problematic, but there have been no changes made. He argued this change would make the existing problems worse and asked that the Commission take this as an opportunity to impose "good neighbor" clear communication lines.

Mayor Kirdahy closed the public hearing.

Mr. Doody reiterated that the ordinance change was not site-specific to the hotel. He noted the changes are legislative in nature and afford the hotel the opportunity to seek an amendment to the conditional use and development order in January.

Mr. Serda provided additional clarification on the language of the ordinance.

Mayor Kirdahy stated that the Commission realizes they are not responsible for whether this hotel makes a profit or for their business plan. She advised the hotel is grandfathered in, and they want it to be successful. She asked that the signage issue be addressed.

Commissioner Reiser asked if there was any financial benefit to the Town associated with the changes to the proposed development order. Mr. Serda stated there may or may not be direct benefits. He discussed the indirect benefits to the Town and noted they may be overridden by ongoing concerns related to traffic and noise. He advised that if the Commission has a vision to have a hotel and restaurant in the Town, staff will work with the applicant to bring forward the best conditions possible.

Commissioner Ravanesi asked the Town Manager to share his opinions on what the negative side of passing this ordinance might be. Mr. Serda stated there was no direct effect, the ordinance just creates a pathway for changes. He noted the Town's most valuable asset is its pristine, quiet, private beach, and they do not want to do anything to jeopardize that. He stated the restaurant operator and hotel seem to be willing to partner with the Town, but that will be a symptom which the Town will need to be cognizant of and work to address on a continuous basis.

Commissioner Andreano stated if there are guests at the restaurant, that is where they are allowed to be, and they cannot just walk out to the beach after they are done. He commented that if there are issues with people sneaking onto the beach and the Police have to respond, when the agreement comes up for renewal, the Commission has the right to deny it. He stated he has lived on the beach 11 years and wants to keep it as it is now, but he does not believe allowing the restaurant to be open to the public will make it worse, as the capacity of the restaurant will be self-limiting. He agreed better signage is needed.

Mayor Kirdahy reminded the Board that the matter before the Commission at this time was strictly the ordinance. She noted there was a hotel on the site for many years before this hotel, so most of the neighbors knew the property next to them was a hotel. She stated she had been a resident for 25 years, and the traffic issue was ongoing throughout the island.

Commissioner Andreano commented on the potential for the hotel to become watered down, and for the restaurant service to suffer.

Mr. Coviello responded to comments regarding beach access. He noted there is full beach access with parking half a mile up the road, and he finds it far-fetched to believe people would come to a high-end restaurant as an excuse to access the beach. He advised the applicant is not requesting to change the number of seats or occupancy in the restaurant, so the traffic impact would be the same.

Mr. Hege stated the resort is committed to a new sign and noted that will go along with branding of the third-party restaurant operator as they improve the level of service.

Mayor Kirdahy stated she understands the discomfort of the neighbors and acknowledged the time required to design and fabricate signage.

Commissioner Reiser commented on the low rate currently being advertised for rooms at the hotel. She stated there are 40 seats in the restaurant and 20 seats outside, and asked how that would carry the hotel. Mr. Hege and Mr. Garrett responded briefly.

Commissioner Ravanesi stated the issues of the hotel and restaurant were being conflated. He noted he had heard the concerns and had not heard anything about how it would positively affect the residents of Hillsboro Beach.

Commissioner Andreano noted the reservation system will limit the number of people visiting, but if there are not enough people visiting, they will not be able to provide service.

Motion made by Commissioner Andreano to adopt Ordinance 2023-05 on second reading. The motion failed for lack of a second.

Motion made by Commissioner Reiser, seconded by Commissioner Ravanesi, to **DENY Ordinance 2023-05 on second reading**. In a roll call vote, the **motion** passed. (3-2) Mayor Kirdahy and Commissioner Andreano voted no.

IV. DISCUSSION & POSSIBLE ACTION

A. Reevaluate the Conditions of Approval for the Third Amended Development Order, granted November 1, 2022, for Conditional Use for Special Events to Permit a Restaurant with Beer, Wine, and Alcohol Beverage Service within the Hillsboro Beach Resort.

Mr. Serda explained the Commission had provided conditional approvals for special events and a restaurant serving beer, wine, and alcoholic at the Hillsboro Beach Resort, and the condition was for annual review. He noted this was unrelated to Ordinance 2023-05.

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

V. RESOLUTIONS & CONTRACTS

A. Resolution No. 2023-59

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A BEACH ACCESS EASEMENT BETWEEN HILLSBORO MILE PROPERTY OWNER, LLC, AND THE TOWN OF HILLSBORO BEACH, FLORIDA.

Mr. Doody read the Resolution by title only.

Mr. Serda explained the Related/Rosewood development site plan approval included a requirement for beach easement for access by the Town on official business.

Mr. Doody added clarification that the developer had executed the easement document, and the easement would be held in trust until such time as a Certificate of Occupancy is received. He noted the conservation agreement was also subject to approval of Broward County and had been adjusted to accommodate the Town's easement.

Motion made by Vice Mayor Baldasarre, seconded by Commissioner Ravanesi, to adopt Resolution 2023-59 as presented. In a roll call vote, the **motion** passed unanimously. (5-0)

B. Resolution No. 2023-60

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE AN AGREEMENT BY AND BETWEEN THE TOWN OF HILLSBORO BEACH, FLORIDA, BROWARD COUNTY, FLORIDA, AND HILLSBORO MILE PROPERTY OWNER, LLC, FOR COMPLIANCE WITH CONDITIONS OF AMENDED ENVIRONMENTAL IMPACT REPORT AND RELEASE AND TERMINATION OF AGREEMENT FOR COMPLIANCE WITH CONDITIONS OF ENVIRONMENTAL IMPACT REPORT.

Mr. Doody read the Resolution by title only.

Motion made by Commissioner Andreano, seconded by Commissioner Ravanesi, to adopt Resolution 2023-60. In a roll call vote, the **motion** passed unanimously. (5-0)

C. Resolution No. 2023-61

CONSIDERATION TO ACCEPT STAFF RECOMMENDATION OF AWARD FOR RFP 2023-10-01 DISASTER DEBRIS MONITORING AND FINANCIAL RECOVERY ASSISTANCE AND AUTHORIZE THE APPROPRIATE TOWN OFFICIALS TO EXECUTE AN AGREEMENT WITH DEBRISTECH, LLC.

Mr. Doody read the Resolution by title only.

Motion made by Commissioner Andreano, seconded by Commissioner Ravanesi, to adopt Resolution 2023-61. In a roll call vote, the **motion** passed unanimously. (5-0)

DRAFT

D. Resolution No. 2023-62

CONSIDERATION TO APPROVE AND AUTHORIZE THE USE OF $17,500 IN FEDERAL FORFEITURE FUNDS TO PURCHASE FIFTEEN (15) HOLOSUN AEMS RED MULTI RETICLE OPTICAL SYSTEMS FOR PATROL RIFLES AND SIX (6) BENELLI M-4 SEMI-AUTOMATIC SHOTGUNS.

Mr. Doody read the Resolution by title only.

Motion made by Vice Mayor Baldasarre, seconded by Commissioner Reiser, to adopt Resolution 2023-62 as presented. In a roll call vote, the **motion** passed unanimously. (5-0)

E. Resolution No. 2023-63

CONSIDERATION TO APPROVE AND AUTHORIZE THE APPROPRIATE TOWN OFFICIALS TO EXECUTE THE FISCAL YEAR 2024-2025 ENHANCED MARINE LAW ENFORCEMENT GRANT (EMLEG) WITH BROWARD COUNTY.

Mr. Doody read the Resolution by title only.

Police Chief Jay Szesnat explained the agreement was annual and allowed for reimbursement from Broward County of aggressive and weekend hours.

Motion made by Vice Mayor Baldasarre, seconded by Commissioner Ravanesi, to adopt Resolution 2023-63 as presented. In a roll call vote, the **motion** passed unanimously. (5-0)

VI. CONSENT AGENDA

	Vendor	Invoice Number	Date	Amount	Description
1.	GCDE	56079	Nov 2023	**$5,053.40**	General Matters
2.	GCDE	56080	Nov 2023	**$4,296.65**	Development (Related)
3.	GCDE	56081	Nov 2023	**$750.00**	Development (BH3)
4.	GCDE	56083	Nov 2023	**$1,320.00**	Adv. R Crusco, et al 4th District
5.	Inframark	105036	Nov 2023	**$91.83**	Variables
6.	Inframark	104875	Nov 2023	**$8,797.68**	

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

VII. BEACH REPORT

None.

VIII. STAFF UPDATES

A. Police Department

Police Chief Szesnat shared his report. He stated the beach unit numbers are up, and they hope to continue that trend. He noted the Department had assisted the United States Coast Guard with an issue at the inlet, provided aid on the side of the road, and even wrestled an alligator for the first time.

Mayor Kirdahy asked for feedback on the calls related to the Hillsboro Beach Resort and the assertion most of those calls were considered non-incidents. Police Chief Szesnat advised there were 74 calls, and some were incidents. He stated they do not mind responding and asked that people let them know when there are issues. He noted last October there was an uptick in issues, and there had been two (2) substance abuse calls. Discussion ensued regarding a death investigation.

Vice Mayor Baldasarre commented on burglaries listed in the report. Police Chief Szesnat explained the types of situations. Discussion ensued regarding safety and being aware of your surroundings.

B. Building Department

Steve Mitchell, Building Official, CG&A, presented his report. He shared that the department is busy, with a lot of condominium work going on.

C. Code Compliance

Bernard Pita, Code Enforcement, CG&A, presented his report. He reviewed open cases, noting there are 36, the majority of which are annual fire inspections. He noted most of the fire violations are common area violations that would be corrected by property management.

Mr. Pita continued his report with a review of violations that had come into compliance, and the status of open cases.

IX. TOWN MANAGER REPORT

A. November 30 Holiday Program Recap

Mr. Serda shared photos of the November 30 holiday lighting event. He thanked Ms. Henderson for doing an outstanding job organizing an event with a creative flair. He shared a brief update regarding open enrollment for Town employees and staffing through the holidays and end of year.

DRAFT

X. TOWN ATTORNEY REPORT

Mr. Doody provided an update regarding the pending appeal brought by residents of Hillsboro Beach against the Town and the developer of the Rosewood project. He stated all of the pleadings had been filed with the District Court of Appeal and the parties are awaiting the court's review and determination.

XI. TOWN COMMISSION COMMENTS/REPORTS

A. Vice Mayor Barbara Baldasarre

Vice Mayor Baldasarre stated the League of Cities meeting was scheduled for Thursday, December 7 in Westin. She noted the Condo Forum had been canceled due to the holidays and will start again in January. She thanked everyone for their support of the Commission throughout the year and thanked the condominiums for their participation in the flag program. She stated the goal in the new year would be more participation from the single-family homeowners.

B. Commissioner Jane Reiser

Commissioner Reiser thanked the residents for coming to Commission meetings and being involved throughout the year.

C. Commissioner David A. Ravanesi

Commissioner Ravanesi thanked the Commission and staff for the outstanding work done to get things done professionally. She noted letters do not go unread or unnoticed. She thanked staff for their outstanding job on the holiday event.

D. Commissioner Vinnie Andreano

Commissioner Andreano thanked Mr. Serda and Ms. Henderson for their work. He highlighted the ability of the Commission to discuss issues and still get along afterward.

E. Mayor Irene Kirdahy

Mayor Kirdahy stated the Broward County Metropolitan Planning Organization (MPO) did not meet and would start again in February. She shared how proud she is of the nearly eight (8) years she has been on the Commission and the ability of the Commission to be adults and get the right thing done for the Town. She thanked Mr. Serda and Ms. Henderson and noted the Town would be nowhere without them.

DRAFT

XII. PUBLIC PARTICIPATION

None.

XIII. ADJOURNMENT

Motion made by Vice Mayor Baldasarre, seconded by Commissioner Andreano, to adjourn the meeting at 10:31 a.m. In a roll call vote, the **motion** passed unanimously. (5-0)

ADOPTED THIS _____ DAY OF _____, 2024

By: _____
Irene Kirdahy, Mayor

ATTEST:

_____
Sherry D. Henderson, CMC
Town Clerk

Emails submitted to the Clerk's Office

re: ORD 2023-05 Second Reading at 12/5/2023 Commission Meeting

DECEMBER 5, 2023

Regular Commission Meeting

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

Sherry D. Henderson

From: Steven Varjian <svarjian@gmail.com> on behalf of Steven Varjian
Sent: Tuesday, November 28, 2023 4:45 AM
To: Mac Serda; Irene Kirdahy
Cc: Sherry D. Henderson
Subject: Hillsboro beach resort

Hi Mac and Mayor Irene,

Mac, I appreciate your valuable time yesterday to speak to me on the issues regarding the Hillsboro Resort application.

Please respond to confirm my summation here:

1- this request is specifically for the reputable Memphis Garret Hospitality Group (MGHG) to operate an upscale type restaurant at the HBR and there cannot be any sub-lease to operate otherwise.
2- this is for indoor dining only and will not extend to outdoor dining or bar activity
3- this is not precedent setting or a permanent type approval and any change from the MGHG as operator OR change in ownership of the hotel itself voids this approval and the new group/owner would need to resubmit any similar request for approval to the town council again.

This consideration as described above seems legitimate and would upkeep the exclusive upscale type of resort that we should expect for this town so i am asking that my objection be retracted from the record.

Mayor Irene,
I also implore you to please send a mail to residents stating the facts as they are so there is no room for inaccuracies and misinformation to be spread.

This information excerpt below was sent by our management company on behalf of our board and seems to be the exact opposite of what is actually being considered. Based on my conversation with Mac, they are severely misinformed and I am asking the board that this be retracted and future recommendations like this one be sent with 1-the source of the information as well as 2-the contact information for the source so members can independently verify if they so wish.

Excerpt:

"In a nutshell, we, as residents, must be aware that this ordinance allows:

1. non-residents and non-hotel guests to use the hotel restaurant (and likely the beach?). Don't forget that this Amendment will apply not only to the Resort, but also to all future hotel, resort or condominium food and beverage facilities.
2. the Resort, as well as any other hotel, resort or condominium, will have the right to lease their dining facilities to non-affiliated businesses. (IHOP, Taco Bell, Domino's?)

Concerned residents are asking you to e-Mail our commissioners requesting that they deny this Ordinance Amendment proposal. Please do so right away. The meeting is December 5th.

Some Commissioners have expressed their hope that the Hillsboro Beach Resort succeeds. Yet, the Resort's financial success is not the Commissioner's responsibility. Further, it is absurd to think that 40 seat restaurants could be the answer!

This Ordinance Amendment is precedent setting. If passed, it will open the door to significant commercial activity throughout our Town, regardless of building type."

Thanks and regards as always,

Steve

Sent from my iPhone

> On Nov 27, 2023, at 3:00 PM, Mac Serda <mserda@townofhillsborobeach.com> wrote:
>
> Hello Steven,
>
> Why don't you give me a call and I can explain how the item has been brought back to the Commission for discussion and how your elected officials are responsibly representing you.
>
> Mac
> Town Manager
> Hillsboro Beach
> 954-427-4011
>
> **From:** Steven Varjian <svarjian@gmail.com>
> **Sent:** Monday, November 27, 2023 1:20 PM
> **To:** Irene Kirdahy <ikirdahy@townofhillsborobeach.com>
> **Cc:** Mac Serda <mserda@townofhillsborobeach.com>; Sherry D. Henderson <shenderson@townofhillsborobeach.com>
> **Subject:** Re: No to Hillsboro beach resort
>
> Thanks much, I assume the voting numbers, pro and con, will be public record?
>
> Sent from my iPhone
>
>> On Nov 27, 2023, at 12:01 PM, Irene Kirdahy <ikirdahy@townofhillsborobeach.com> wrote:
>>
>> This message set will be entered into the public record and I can tell you we have received messages both Pro and Con.
>> Thank you for your input.
>>
>> Irene Kirdahy

Mayor

On Sun, Nov 26, 2023 at 11:36 PM Steven Varjian <svarjian@gmail.com> wrote:

Hello all

I already thought this was voted down so I am bewildered as to why I am writing this again.

I am requesting that the proposed Ordinance Amendment made by the Hillsboro Beach Resort during the November Commission meeting be denied. I want this entered into the public record.

Also, i would like to know how many residents are against this since there is a rumor then town commission is looking to approve this and I need to understand why 5 members would approve is the majority of the town is voting against it. That is the bigger question here.

If we cannot rely on our towns commission,Whom we voted for, to carry out the wishes of the community, then there is something wrong with the process.

Steven Varjian

Hillsboro Island house, 1160 Hillsboro Mile.

Sent from my iPhone

Sherry D. Henderson

From: Steven Varjian <svarjian@gmail.com> on behalf of Steven Varjian
Sent: Tuesday, November 28, 2023 10:48 AM
To: Mac Serda
Cc: Irene Kirdahy; Sherry D. Henderson
Subject: Re: No to Hillsboro beach resort

Hi Mac,

I sent a mail summarizing our call. If you can respond with confirmation, I will
Send a letter to our management company and board to retract their mail which is pushing residents to vote against. I do t appreciate that type of mail either as opposed to stating facts and letting people draw their own opinions, but I will take that up with our board also.

Thanks again!

Sent from my iPhone

On Nov 27, 2023, at 3:00 PM, Mac Serda <mserda@townofhillsborobeach.com> wrote:

Hello Steven,

Why don't you give me a call and I can explain how the item has been brought back to the Commission for discussion and how your elected officials are responsibly representing you.

Mac
Town Manager
Hillsboro Beach
954-427-4011

From: Steven Varjian <svarjian@gmail.com>
Sent: Monday, November 27, 2023 1:20 PM
To: Irene Kirdahy <ikirdahy@townofhillsborobeach.com>
Cc: Mac Serda <mserda@townofhillsborobeach.com>; Sherry D. Henderson <shenderson@townofhillsborobeach.com>
Subject: Re: No to Hillsboro beach resort

Thanks much, I assume the voting numbers, pro and con, will be public record?

Sent from my iPhone

On Nov 27, 2023, at 12:01 PM, Irene Kirdahy <ikirdahy@townofhillsborobeach.com> wrote:

This message set will be entered into the public record and I can tell you we have received messages both Pro and Con.
Thank you for your input.

Irene Kirdahy
Mayor

On Sun, Nov 26, 2023 at 11:36 PM Steven Varjian <svarjian@gmail.com> wrote:

Hello all

I already thought this was voted down so I am bewildered as to why I am writing this again.

I am requesting that the proposed Ordinance Amendment made by the Hillsboro Beach Resort during the November Commission meeting be denied. I want this entered into the public record.

Also, i would like to know how many residents are against this since there is a rumor then town commission is looking to approve this and I need to understand why 5 members would approve is the majority of the town is voting against it. That is the bigger question here.

If we cannot rely on our towns commission,Whom we voted for, to carry out the wishes of the community, then there is something wrong with the process.

Steven Varjian

Hillsboro Island house, 1160 Hillsboro Mile.

Sent from my iPhone

Sherry D. Henderson

From: Mac Serda <mserda@townofhillsborobeach.com> on behalf of Mac Serda
Sent: Monday, November 27, 2023 4:35 PM
To: Sherry D. Henderson
Subject: FW: Hillsboro Beach Resort Ordinance Amendment Request 2023-05

Pls see below- request to be part of the record.

-----Original Message-----
From: Mary Vogl <bvogl@att.net>
Sent: Monday, November 27, 2023 8:33 AM
To: lkirdahy@townofhillsborobeach.com; bbaldasarre@townofhillsborobeach.com; jreiser@townofhillsborobeach.com; vandreano@townofhillsborobeach.com; dravanesi@townofhillsborobeach.com; Mac Serda <mserda@townofhillsborobeach.com>
Cc: Mac Serda <mserda@townofhillsborobeach.com>
Subject: Hillsboro Beach Resort Ordinance Amendment Request 2023-05

Dear Commissioners,
My husband and I write this e-mail to you with a sense of exasperation.
Once again, we feel compelled to write the Commission to request that you vote to deny the Hillsboro Beach Resort's request to amend Ordinance 2023-05. Not only does the Resort continue to ask that both non-Hillsboro residents and non-hotel guests be permitted to dine and drink at the hotel despite being denied this request at the September Commission meeting, but now they are asking to be allowed to operate a restaurant and beverage service without that restaurant being affiliated with the Hotel. This implies that the restaurant can become leased space so that it can operate completely unaffiliated with the operation of the Hotel.

The question of who will be accountable becomes even more complicated. How will the Resort prevent the non-members/non-hotel guests from using the restaurant as a means by which they can use our beach for the day?

This amendment request continues to threaten our town's non-commercial character. Hillsboro Beach's stated goals regarding commercial space as described in our master plan are clear and unambiguous. A non-hotel affiliated restaurant could mean anything - How would we all feel about an IHOP, or a Subway restaurant within our town limits? Can you imagine the
increase in commercial activity if this amendment is passed? Obviously,
our existing hotels would be entitled to open up such restaurants and bars.
But what is to keep a condominium from utilizing their clubhouse for such an activity? By striking the part of the Ordinance that pertains to restaurants being hotel or motel affiliated, the Ordinance amendment opens the door to just such a possibility. We would imagine that some of our larger private homes might already have commercial kitchens in place. Is it so hard to imagine our Town becoming a wedding venue destination?

It is clear to us that the Hillsboro Beach Resort's strategy is to test this Commission's resolve by trying to wear you all down. Please remain strong and consistent. Your decision in September was the right one. Voting against this new amendment just 12 weeks later will send a message to all those who question this Commission's steady leadership.

We respectfully request that this e-mail be entered into the public record.
Thank you,
Beth Newcombe Vogl and Peter Vogl

Sent from my iPhone

Sherry D. Henderson

From: Jane Reiser <jreiser@townofhillsborobeach.com> on behalf of Jane Reiser
Sent: Monday, November 27, 2023 10:06 AM
To: Sherry Henderson
Subject: Fwd: Proposed ordinance

EMAIL I RECEIVED. PLEASE ENTER INTO PUBLIC RECORD.

Thank you,
Jane

Jane Reiser
Commissioner
Town of Hillsboro Beach

Begin forwarded message:

From: John Winant <johnhwinant@aol.com>
Date: November 27, 2023 at 9:06:36 AM EST
To: jreiser@townofhillsborobeach.com
Subject: Proposed ordinance

I am for the proposed ordinance for the Resort
1160 Hillsboro Mile #306

Regards, John

John H Winant
52 Janet Court
Milltown, NJ 08850
(908) 208-6346

Sherry D. Henderson

From: frankjkolbjr <frankjkolbjr@gmail.com> on behalf of frankjkolbjr
Sent: Sunday, November 26, 2023 2:01 PM
To: shenderson@townofhillsborobeach.com
Cc: bvogl@optonline.net
Subject: Fwd: Hillsboro Beach Resort proposed Ordinance change Request - Part II
Attachments: ORD 05 - Conditional Uses Amendement Restaurant Only (2nd Reading 12-5-2023).pdf

Please see my correspondence sent to the Commissioners.
Kindly include same in the record.

Thank you,

Frank Kolb

Sent from my Verizon, Samsung Galaxy Tablet

-------- Original message --------
From: frankjkolbjr <frankjkolbjr@gmail.com>
Date: 11/26/23 1:45 PM (GMT-05:00)
To: ikirdahy@townofhillsborobeach.com, bbaldasarre@townofhillsborobeach.com, jreiser@townofhillsborobeach.com, vadreano@townofhillsborobeach.com, dravsnesi@townofhillsborobeach.com
Cc: bvogl@optonline.net
Subject: Fwd: Hillsboro Beach Resort proposed Ordinance change Request - Part II

I join, without repeating, the sentiments and comments of Beth Newcomer Vogl and additionally ask the Commission to consider the resulting traffic issues both on A1A and on the beach if the proposed change is granted.

Thank you,

Frank J Kolb

Sent from my Verizon, Samsung Galaxy Tablet

-------- Original message --------
From: Mary Vogl <bvogl@optonline.net>
Date: 11/26/23 1:07 PM (GMT-05:00)
To: Mike Weinberg <yanks4@gmail.com>, Marybeth Williams <mbwilliams123@gmail.com>, Scott Williams <scott@wowadvisors.com>, ervin mendel <eamendel@gmail.com>, Ellen DeLalla <edelalla@aol.com>, Betty Woodworth <ejwood07@comcast.net>, Beverly O'Lini <BEVFL613@aol.com>, Cathy Squaglia <Csquaglia@comcast.net>, Ralph Squaglia <resquaglia@gmail.com>, Gwen Terrell <gterrellfl@gmail.com>, Kris Smith <krismithart@gmail.com>, Frank Williams <Frankw@carpentercontractors.com>, clpetroc <clpetroc@aol.com>, Kristen Gabrielle <kristen@kristenmaxx.com>, David and Helene Greenberg <greenbergh123@gmail.com>, Manny Penate <mpenate@icloud.com>, Kim Dahle <Kim@naturamedspa.com>, Elly & Richard Perez <rperez1170@gmail.com>, Linda

Gravel Prud'homme <linda@nolinor.com>, Doug Winter <jdouglaswinter@aol.com>, Stephen Drymer <sdrymer@woods.qc.ca>, Caroline Gauthier <cgauthier.tyrsport@gmail.com>, Jerry Wexler <jeromew@comcast.net>, Donna Scheurer-Purre <Donnas@foodforthepoor.com>, chris fleck <CFLECK@yahoo.com>, frankjkolbjr@gmail.com, Laura Fish <fishonthemile@gmail.com>, cradwhite@gmail.com, debbiesabin@gmail.com, gailwiser@outlook.com, stevensbb@mac.com, rcrusco28@gmail.com, Cathy Squaglia <csquaglia@comcast.net>
Subject: Fwd: Hillsboro Beach Resort proposed Ordinance change Request - Part II

Hello Neighbors,
Here's hoping that everyone has recovered from a wonderful Thanksgiving Holiday!

I'm writing this quick email to remind you that the Town of Hillsboro Beach Commission meeting is scheduled for Tuesday, December 5th starting at 9:00 am.

It is at this meeting that our Commissioners will hear and vote on the second reading of the most recent Ordinance Amendment proposed by The Hillsboro Beach Resort.

I have enclosed my original e-Mail with the Ordinance Amendment attached.

In a nutshell, we as residents must be aware that this ordinance allows:
1. non-residents **and** non-hotel guests to use the hotel restaurant (and likely the beach?). Don't forget that this Amendment will apply not only to the Resort , but also to all future hotel, resort or condominium food and beverage facilities.
2. the Resort as well as any other hotel, resort or condominium will have the right to lease their dining facilities to non-affiliated businesses. (IHOP, Taco Bell, Domino's?)

If you haven't already written your e-Mail to our Commissioners requesting that they deny this Ordinance Amendment proposal, I hope you will do so right away.

Some Commissioners have expressed their hope that the Hillsboro Beach Resort succeeds. Indeed, I believe that most residents share that hope. Yet, the Resort's financial success is not the Commissioner's responsibility. Further, it is absurd to think that 40 seat restaurant could be the answer!

As I wrote weeks ago, this Ordinance Amendment is precedent setting. If passed, it will open the door to significant commercial activity throughout our Town, regardless of building type.

The Commissioners' addresses are as follows:

Irene Kirady - Mayor
ikirdahy@townofhillsborobeach.com

Barbara Baldasarre - Vice Mayor
bbaldasarre@townofhillsborbeach.com

Jane Reiser - Treasurer
jreiser@townofhillsborobeach.com

Vinnie Andreano - Commissioner
vandreano@townofhillsborobeach.com

David Ravanesi - Commissioner
dravsnesi@townofhillsborobeach.com

The letters to the Commissioners need not be lengthy. A simple couple of lines requesting that the proposed Ordinance Amendment made by the Hillsboro Beach Resort during the November Commission meeting be denied. It is important to request that these emails be entered into the public record.

Without participation, our resolve could be questioned.
Thanks,
Beth

.....Original Email.....
Dear Neighbors,

I am writing you all this quick email to let you know that our Town Commission has once again been asked by the Hillsboro Beach Resort to amend our existing Town Ordinance as it pertains to the hotel's restaurant and beverage service.

I know, it does seem absurd since the Commission voted unanimously to deny the Resort's first similar request over the Summer. If the intent of the Resort is to test this municipality's resolve - so be it.

The Proposed Ordinance amendment is enclosed below.
1. By asking that the payment system be changed from a room key card or membership card system to allow for and credit cards, the clear intent is to allow non- hotel guests, and non- Hillsboro Beach residents to be allowed to dine and drink at the resort.
2. Please also note that the definition of a restaurant has, for this Ordinance, been changed to allow for restaurants to exist without being affiliated with the hotel or motel. McDonald's? IHOP?

All of the same reasons for requesting a denial of the first proposed ordinance amendment still exist this time around.

Please take a look at the attached proposed amendment, and if you agree that this precedent-setting Ordinance Amendment needs to be denied, please write another letter to our Commissioners to request another NO vote at the next Commission meeting to be held on December 5th.

It is certainly unfortunate to have to re-address this issue - especially with the holidays and family gatherings so close at hand. Our current Commission has proven that they pay attention to the residents' opinions. Just as you did last time, a quick email to express your request that they deny this proposal is all that is necessary. Please remember to request that your email be entered into the public record!
Also, please feel free to share this email with other Hillsboro Beach residents!
Many thanks to you, once again.

Happy Thanksgiving
Beth Newcombe Vogl

Sherry D. Henderson

From: Jane Reiser <jreiser@townofhillsborobeach.com> on behalf of Jane Reiser
Sent: Monday, November 27, 2023 10:05 AM
To: Sherry Henderson
Subject: Fwd: HILLSBORO BEACH RESORT

EMAIL I RECEIVED. PLEASE ENTER INTO PUBLIC RECORD.

Thank you,

Jane Reiser
Commissioner
Town of Hillsboro Beach

TOWN OF HILLSBORO BEACH, FLORIDA
1210 Hillsboro Mile | Hillsboro Beach, Florida 33062
(p): 954-427-4011

The State of Florida has a very broad public records law. Most written communications to Town Officials regarding Town business are public records available to the public and media upon request.
Your e-mail communications may be subject to public disclosure as set forth in the Public Records Act Chapter 119, Florida Statutes.

Begin forwarded message:

From: Richard Perez <rperez1170@gmail.com>
Date: November 27, 2023 at 9:51:17 AM EST
To: jreiser@townofhillsborobeach.com
Subject: Fwd:

---------- Forwarded message ---------
From: **Richard Perez** <rperez1170@gmail.com>
Date: Mon, Nov 27, 2023 at 9:50 AM
Subject: Fwd:
To: <bbaldasarre@townofhillsborobeach.com>

---------- Forwarded message ---------
From: **Richard Perez** <rperez1170@gmail.com>

Date: Mon, Nov 27, 2023 at 9:48 AM
Subject:
To: <ikirdahy@townofhillsborobeach.com>

Good Morning
This is the second time I am writing the town of Hillsboro Beach regarding th e Hillsboro Beach Resort re their new proposal. We had voted in the past not to approve their proposal, and now with their new proposals disagree also. We are totally against t he new proposals which will make the Hillsboro otel available to all outsiders allowing all to use their facilities including t heir pool and cocktail lounge which will be on the beach. I purchased a condo on Hillsboro Beach 15 years ago because their was not another town as quiet and clean.
T hank you for your consideration.
Richard and Elly Perez
1170 Hillsboro Mile
Hillsboro Beach Florida 33062

Sherry D. Henderson

From: Jane Reiser <jreiser@townofhillsborobeach.com> on behalf of Jane Reiser
Sent: Monday, November 27, 2023 10:08 AM
To: Sherry Henderson
Subject: Fwd: Hillsboro Beach Resort Ordinance Amendment Request 2023-05

SHERRY,

EMAIL I RECEIVED. PLEASE ENTER INTO PUBLIC RECORD.

Thank you,
Jane

Begin forwarded message:

From: Mary Vogl <bvogl@att.net>
Date: November 27, 2023 at 8:32:51 AM EST
To: ikirdahy@townofhillsborobeach.com, bbaldasarre@townofhillsborobeach.com, jreiser@townofhillsborobeach.com, vandreano@townofhillsborobeach.com, DRavanesi@townofhillsborobeach.com, Mac Serda <mserda@townofhillsborobeach.com>
Cc: Mac Serda <mserda@townofhillsborobeach.com>
Subject: Hillsboro Beach Resort Ordinance Amendment Request 2023-05

Dear Commissioners,
My husband and I write this e-mail to you with a sense of exasperation. Once again, we feel compelled to write the Commission to request that you vote to deny the Hillsboro Beach Resort's request to amend Ordinance 2023-05. Not only does the Resort continue to ask that both non-Hillsboro residents and non-hotel guests be permitted to dine and drink at the hotel despite being denied this request at the September Commission meeting, but now they are asking to be allowed to operate a restaurant and beverage service without that restaurant being affiliated with the Hotel. This implies that the restaurant can become leased space so that it can operate completely unaffiliated with the operation of the Hotel.

The question of who will be accountable becomes even more complicated. How will the Resort prevent the non-members/non-hotel guests from using the restaurant as a means by which they can use our beach for the day?

This amendment request continues to threaten our town's non-commercial character. Hillsboro Beach's stated goals regarding commercial space as described in our master plan are clear and unambiguous. A non-hotel affiliated restaurant could mean anything - How would we all feel about an IHOP, or a Subway restaurant within our town limits? Can you imagine the increase in commercial activity if this amendment is passed? Obviously, our existing hotels would be entitled to open up such restaurants and bars. But what is to keep a condominium from utilizing their clubhouse for such an activity? By striking the part of the Ordinance that pertains to restaurants being hotel or motel affiliated, the Ordinance amendment opens the door to just such a possibility. We would imagine that some of our larger private homes might already have commercial kitchens in place. Is it so hard to imagine our Town becoming a wedding venue destination?

It is clear to us that the Hillsboro Beach Resort's strategy is to test this Commission's resolve by trying to wear you all down. Please remain strong and consistent. Your decision in September was the right one. Voting against this new amendment just 12 weeks later will send a message to all those who question this Commission's steady leadership.

We respectfully request that this e-mail be entered into the public record.
Thank you,
Beth Newcombe Vogl and Peter Vogl

Sent from my iPhone

Sherry D. Henderson

From: Jane Reiser <jreiser@townofhillsborobeach.com> on behalf of Jane Reiser
Sent: Monday, November 27, 2023 10:09 AM
To: Sherry Henderson
Subject: Fwd: No to Hillsboro beach resort

SHERRY,

EMAIL I RECEIVED. PLEASE ENTER INTO PUBLIC RECORD.

Thank you,
Jane

Begin forwarded message:

From: Steven Varjian <svarjian@gmail.com>
Date: November 26, 2023 at 11:36:51 PM EST
To: Irene Kirdahy <ikirdahy@townofhillsborobeach.com>, bbaldasarre@townofhillsborbeach.com, jreiser@townofhillsborobeach.com, dravsnesi@townofhillsborobeach.com, vandreano@townofhillsborobeach.com
Subject: No to Hillsboro beach resort

Hello all

I already thought this was voted down so I am bewildered as to why I am writing this again.

I am requesting that the proposed Ordinance Amendment made by the Hillsboro Beach Resort during the November Commission meeting be denied. I want this entered into the public record.

Also, i would like to know how many residents are against this since there is a rumor then town commission is looking to approve this and I need to understand why 5 members would approve is the majority of the town is voting against it. That is the bigger question here.

If we cannot rely on our towns commission,Whom we voted for, to carry out the wishes of the community, then there is something wrong with the process.

Steven Varjian

Hillsboro Island house, 1160 Hillsboro Mile.

Sherry D. Henderson

From: Irene Kirdahy <ikirdahy@townofhillsborobeach.com> on behalf of Irene Kirdahy
Sent: Monday, November 27, 2023 12:01 PM
To: Steven Varjian; Mac Serda; Sherry D. Henderson
Subject: Re: No to Hillsboro beach resort

This message set will be entered into the public record and I can tell you we have received messages both Pro and Con. Thank you for your input.

Irene Kirdahy
Mayor

On Sun, Nov 26, 2023 at 11:36 PM Steven Varjian <svarjian@gmail.com> wrote:
Hello all

I already thought this was voted down so I am bewildered as to why I am writing this again.

I am requesting that the proposed Ordinance Amendment made by the Hillsboro Beach Resort during the November Commission meeting be denied. I want this entered into the public record.

Also, i would like to know how many residents are against this since there is a rumor then town commission is looking to approve this and I need to understand why 5 members would approve is the majority of the town is voting against it. That is the bigger question here.

If we cannot rely on our towns commission,Whom we voted for, to carry out the wishes of the community, then there is something wrong with the process.

Steven Varjian

Hillsboro Island house, 1160 Hillsboro Mile.

Sent from my iPhone

Sherry D. Henderson

From: Irene Kirdahy <ikirdahy@townofhillsborobeach.com> on behalf of Irene Kirdahy
Sent: Monday, November 27, 2023 11:57 AM
To: Sherry D. Henderson
Subject: Fwd: Hillsboro Beach Proposed Ordinance Change - Restaurant Part II
Attachments: ORD 05 - Conditional Uses Amendement Restaurant Only (2nd Reading 12-5-2023).pdf

Hi Sherry,

You may have done so already, but this is for inclusion at the next meeting to be entered in Public Record. Thank you, Irene

---------- Forwarded message -------
From: **Richard Crusco** <rcrusco28@gmail.com>
Date: Mon, Nov 27, 2023 at 8:51 AM
Subject: Hillsboro Beach Proposed Ordinance Change - Restaurant Part II
To: Irene Kirdahy <ikirdahy@townofhillsborobeach.com>

Irene,
I'm writing this email to you requesting that the proposed Ordinance Amendment made by the Hillsboro Beach Resort during the November Commission meeting be **denied**.
The Resort's financial success is not the Commissioner's or our residents' responsibility. It seems absurd we need to revisit this since the Commission voted unanimously to deny the Resort's first similar request over the summer. Please vote **NO** to the proposed ordinance amendment at the next vote.

Please have this email entered into the public record.

Richard Crusco

Sherry D. Henderson

From: Jane Reiser <jreiser@townofhillsborobeach.com> on behalf of Jane Reiser
Sent: Tuesday, November 28, 2023 6:21 PM
To: Sherry Henderson
Subject: Fwd: Ordinance Amendment meeting Dec 5th

Hi Sherry,

Please enter the email below into public record.

Thank you,
Jane

Jane Reiser
Commissioner
Town of Hillsboro Beach

TOWN OF HILLSBORO BEACH, FLORIDA
1210 Hillsboro Mile | Hillsboro Beach, Florida 33062
(p): 954-427-4011

Begin forwarded message:

From: Betty Woodworth <ejwood07@comcast.net>
Date: November 28, 2023 at 1:52:21 PM EST
To: jreiser@townofhillsborobeach.com
Subject: Fwd: Ordinance Amendment meeting Dec 5th

I am requesting a NO vote on the December 5th meeting as all of the same ressons for requesting a denial of the first proposed ordinance still exist this time around.
Please accept my vote as a NO.
I request my email address be entered into the public records.
regards
E. Woodworth, resident/owner
Harborside Condos -unit 302

---------- Original Message ----------
From: Betty Woodworth <ejwood07@comcast.net>
To: "bbaldasarre@townofhillsborobeach.com" <bbaldasarre@townofhillsborobeach.com>
Date: 11/28/2023 1:49 PM EST
Subject: Fwd: Ordinance Amendment meeting Dec 5th

I am requesting a NO vote on the December 5th meeting as all of the same ressons for requesting a denial of the first proposed ordinance still exist this time around.
Please accept my vote as a NO.
I request my email address be entered into the public records.
regards
E. Woodworth, resident/owner
Harborside Condos -unit 302

---------- Original Message ----------
From: Betty Woodworth <ejwood07@comcast.net>
To: "ikirdahy@townofhillsborobeach.com" <ikirdahy@townofhillsborobeach.com>
Date: 11/28/2023 1:42 PM EST
Subject: Ordinance Amendment meeting Dec 5th

I am requesting a No vote on the December 5th meeting as all of the same reasons for requesting a denial of the first proposed ordinance amendment still exist this time around.
Please accept my vote as a NO.
I request my email be entered into the public records.
regards
E. Woodworth, resident/owner
ejwood07@comcast.net
Harborside Condos -Unit 302

Sherry D. Henderson

From: kwoody0322@aol.com
Sent: Wednesday, November 29, 2023 2:58 PM
To: Irene Kirdahy; bbaldasarre@townofhillsborobeach.com; Commissioner Jane Reiser; dravanesi@townofhillsborobeach.com; Vinnie Andreano; Mac Serda; shenderson@townofhillsborobeach.com
Subject: Hillsboro Beach Resort /SECOND READING - Ordinance 2023 - 5

Dear Commissioners:

I cannot believe that I am writing to you once *again* regarding the Hillsboro Beach Resort. They just will not give up, and I hope you will *not give in to them.*

I was at the November meeting when they first presented their latest request to change the payment system at the resort. This clearly was intended to allow non-hotel guests, and non-Hillsboro Beach residents to dine and drink at the resort.

Along with that request, the definition of a restaurant has, for this Ordinance, been changed to allow for restaurants to exist without being affiliated with the hotel or motel.

In August of this year, the Commission voted unanimously to deny changing Ordinance No. 2023 - 03 Sec. 12 - 110 to accommodate the resorts similar request. Now once again, the resort has come back with a different approach. The same reasons for requesting a denial of the first proposed Ordinance amendment still exist.

Those of us who are in close proximity to the resort, are depending on you to deny their latest requests once again.

Here at Hillsboro Island House as I stated in my previous email (see below), the resort guests have no respect whatsoever for "Private Property/No Trespassing" signs at both entrances of our property, and at the bridge leading to the rear section of our property. They even have the nerve to walk their dogs on the rear area of our property, the Intracoastal side! They come as a family with babies to the rear area and make themselves comfortable on our bench. The marine officer was nearby on one occasion, and it was he who told them they were trespassing and needed to leave. They were escorted out by another officer. During the Thanksgiving long weekend, we had two women walk over, make themselves comfortable in a sitting area on the Intracoastal side of our property. They propped their feet up as if they lived here. When the police arrived, they had to be told more than once by the officer, that this is private property, and they must leave. These are only a few of the ones we catch. By allowing the public, they will come and go with no knowledge of who they are. *As I stated before, this a safety issue. When you have patrons, whether they are guests of the resort, or the public, it becomes a safety issue for the residents you represent who live near the resort.*

I oppose Hillsboro Beach Resorts most recent requests, and I trust you will deny their proposal.

Please enter my email as public record.

Respectfully,
Karen Olsen
1160

----- Forwarded Message -----
From: Irene Kirdahy <ikirdahy@townofhillsborobeach.com>
To: "kwoody0322@aol.com" <kwoody0322@aol.com>
Sent: Sunday, August 13, 2023 at 11:35:50 PM EDT
Subject: Re: Proposed Amendment to Existing Ordinance No. 2023-03 Sec. 12-110

Thank you for your input.
Irene Kirdahy
Mayor

On Sun, Aug 13, 2023, 4:35 PM kwoody0322@aol.com <kwoody0322@aol.com> wrote:
Dear Commissioners:

I once again find it necessary to write you regarding *another* request from the Hillboro Beach Resort. I am so disgusted with that business!

I am including Related Group/Dezer with my opposition to the latest request, as I believe they too are waiting in the wings in support of the amendment request to our existing Ordinance No. 2023-03 Sec. 12-110. They (the developers & businesses) will all start coming out of the word work as they say, if the Hillboro Beach Resort and Related/Dezer keep getting their way.

I am sure you all have heard the old saying, "give them an inch and they take a mile". Make a small concession and they'll take advantage of you asking for bigger concessions. That is what is going on here with the Hillsboro Beach Resort and Related Group/Dezer. This is what big money does to special towns like Hillsboro Beach if they get their way.

Allowing the *public* to eat and drink at the hotel will open the door to many issues that we the residents do not want; one of them being safety. Here at Hillsboro Island House, we have to deal with hotel guests trespassing onto our property as if they were entitled. The public comes and goes, the hotel guests are at least registered.

It is my belief that Hillsboro Beach is on the verge of no longer being *private, exclusive, and quaint. If that happens, there is no turning back and* ***you*** *have changed this town forever!!*
As noted, many times before, both Hillsboro Beach Resort owners and Related Group knew what they were buying into.

I am opposed to amending the current Ordinance No. 2023-03 Sec. 12-110.

Please enter my email as public record.

Sincerely,

Karen Olsen
1160

Sherry D. Henderson

From: Irene Kirdahy <ikirdahy@townofhillsborobeach.com> on behalf of Irene Kirdahy
Sent: Wednesday, November 29, 2023 3:24 PM
To: Sherry D. Henderson
Subject: Fwd: Ordinance Amendment meeting Dec 5th

---------- Forwarded message ---------
From: **Betty Woodworth** <ejwood07@comcast.net>
Date: Tue, Nov 28, 2023, 1:42 PM
Subject: Ordinance Amendment meeting Dec 5th
To: ikirdahy@townofhillsborobeach.com <ikirdahy@townofhillsborobeach.com>

I am requesting a No vote on the December 5th meeting as all of the same reasons for requesting a denial of the first proposed ordinance amendment still exist this time around.
Please accept my vote as a NO.
I request my email be entered into the public records.
regards
E. Woodworth, resident/owner
ejwood07@comcast.net
Harborside Condos -Unit 302

Sherry D. Henderson

From: Jane Reiser <jreiser@townofhillsborobeach.com> on behalf of Jane Reiser
Sent: Tuesday, November 28, 2023 7:51 AM
To: Sherry Henderson
Subject: Fwd: Opposition to this violation of OUR rights!

SHERRY,

EMAIL I RECEIVED. PLEASE ENTER INTO PUBLIC RECORD.

Thank you,
Jane

Jane Reiser
Commissioner
Town of Hillsboro Beach

Begin forwarded message:

From: Beverly O'lini <bevfl613@aol.com>
Date: November 25, 2023 at 3:17:00 PM EST
To: ikirdahy@townofhillsborobeach.com, bbaldasarre@townofhillsborobeach.com, jreiser@townofhillsborobeach.com, DRavanesi@townofhillsborobeach.com, vandreano@townofhillsborobeach.com
Subject: Opposition to this violation of OUR rights!
Reply-To: Beverly O'lini <bevfl613@aol.com>

To all addressed at the Town of Hillsboro Beach:

Please take this letter of advisement regarding our maximum height of 35 feet and 150 foot building. Please do not oppose our zoning laws !!!

Thank you in advance.

A concerned resident of over 35 years.

Sincerely,

Beverly O'Lini
Harborside at Hillsboro Beach Condominium

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Harborside at Hillsboro Beach Condominium

Sherry D. Henderson

From: Jane Reiser <jreiser@townofhillsborobeach.com> on behalf of Jane Reiser
Sent: Tuesday, November 28, 2023 7:49 AM
To: Sherry Henderson
Subject: Fwd: Hillsboro Beach Resort Restaurant and Bar
Attachments: image001.png; Untitled attachment 00950.htm; HB Resort Restr.docx; Untitled attachment 00953.htm

SHERRY,

EMAIL I RECEIVED. PLEASE ENTER INTO PUBLIC RECORD.

Thank you,

Jane

Jane Reiser

Commissioner

Town of Hillsboro Beach

Begin forwarded message:

From: atshore@bellsouth.net
Date: November 26, 2023 at 6:16:42 PM EST
To: ikirdahy@townofhillsborobeach.com, jreiser@townofhillsborobeach.com, bbaldasarre@townofhillsborobeach.com, vandreano@townofhillsborobeach.com, DRavanesi@townofhillsborobeach.com, mserda@townofhillsborobeach.com
Subject: Hillsboro Beach Resort Restaurant and Bar

To the Hillsboro Beach Commissioners and Town Manager

Hi,

This is Al Shore weighing in again on the possibility of the "open to the public" restaurant/bar in town. Without dragging through the whole history, to my knowledge:

1. The owner of the Hillsboro Beach Resort knew of the towns public restaurant/bar restrictions when they bought and renovated the property.
2. They subsequently expressed to the town an interest in having the Town change the Ordinances preventing an open to the public restraint/bar.
3. The town made concessions that let local residents use the existing restaurant but not the general public. I believe there was a 5 - 0 vote on 9/12/2023 confirming this.
4. On 11/14/2023 the Commission voted 4-1, on a first reading, to revisit this with the possibility of allowing an "open to the public" restaurant/bar with some conditions.

On September 3rd I sent an e-mail (attached) to the Commission expressing my thoughts on this:

1. I supported the idea of the existing restaurant/bar being open to Hillsboro Beach residences.
2. I am concerned about the inconvenience, safety, peace and quiet for the neighbors and precedent of having an "open to the public" restaurant/bar.

Regarding the precedent, it potentially opens it up for other "open to the public" businesses. For example; The Related Group is openly advertising and selling that they will have a world class restaurant with a world class chef at their new Hillsboro Beach property. They won't likely support this with the part-time owners that they will have. As we all know, The Related Group usually gets what they want. For example; 150 foot height for a 10 story building on a parcel zoned 3 stories. I am asking the Commission to <u>not set precedence</u> for an "open to the general public business" like the Hillsboro Beach Resort restaurant/bar.

Thanks for listening,

Sherry D. Henderson

From: Jane Reiser <jreiser@townofhillsborobeach.com> on behalf of Jane Reiser
Sent: Tuesday, November 28, 2023 7:49 AM
To: Sherry Henderson
Subject: Fwd: Ordinance Amendment Proposal - Hillsboro Beach Hotel

SHERRY,

EMAIL I RECEIVED. PLEASE ENTER INTO PUBLIC RECORD.

Thank you,
Jane

Begin forwarded message:

From: JOSE GOMEZ <joeandbarb@att.net>
Date: November 27, 2023 at 11:04:15 AM EST
To: jreiser@townofhillsborobeach.com
Subject: Fw: Ordinance Amendment Proposal - Hillsboro Beach Hotel

Dear Commissioner,

I have been a full-time resident of Hillsboro Beach for 22 years, and I am very concerned about the radical proposals that are being entertained by our current Town Commission, and that conflict with the traditional zoning of our beautiful community. The majority of our residents were very concerned when the hotel across from my home was rebuilt and requested a variance to open up its facilities to the public. In response to the residents' outcry, the Town wisely granted a very limited concession to walk-in Hillsboro residents only. This has proven to avoid vehicle traffic, parking, and trespassing issues in adjacent private properties.

Now the new owners of the Hillsboro Beach Hotel are approaching you to grant a variance to allow the use of their facilities by the

town's residents and non-residents alike. This would effectively reverse the course that was previously established. I strongly request that you deny such a request. The previous and existing owners knew full well what the Town's ordinances were when they decided to invest in this property. If the owners failed to properly calculate the required income to run this business, that is solely their responsibility. It is not the Town residents nor the Town Commission to provide a bail-out platform to the owners, which will be to the detriment of our town.

Again, please vote NO.

Thank you.

Jose M. Gomez
1160 Hillsboro Beach
Apt. 407

Sherry D. Henderson

From: Jane Reiser <jreiser@townofhillsborobeach.com> on behalf of Jane Reiser
Sent: Sunday, December 3, 2023 1:18 PM
To: Sherry Henderson
Subject: Fwd: Deny Proposal

Hi Sherry,

Please enter the email below into public record.

Thank you,
Jane

Jane Reiser
Commissioner
Town of Hillsboro Beach

Begin forwarded message:

From: Joan Nolan Stoddard <jjnstoddard@gmail.com>
Date: December 3, 2023 at 12:36:51 PM EST
To: jreiser@townofhillsborobeach.com
Subject: Deny Proposal

Good morning,

Please deny the Hillsboro Beach Resort's ordinance amendment proposal.

It is not an appropriate option for our town.

This email is to be entered into public record.

Thank you,
Joan and David Stoddard
Hillsboro Island House
33062 Sent from my iPhone

Sherry D. Henderson

From: Irene Kirdahy <ikirdahy@townofhillsborobeach.com> on behalf of Irene Kirdahy
Sent: Sunday, December 3, 2023 12:55 PM
To: Sherry D. Henderson
Subject: Fwd: Deny Peoposal

---------- Forwarded message ---------
From: **Joan Nolan Stoddard** <jjnstoddard@gmail.com>
Date: Sun, Dec 3, 2023 at 12:29 PM
Subject: Deny Peoposal
To: <ikirdahy@townofhillsborobeach.com>

Good morning,

Please deny the Hillsboro Beach Resort's ordinance amendment proposal.

It is not an appropriate option for our town.

This email is to be entered into public record.

Thank you,
Joan and David Stoddard
Hillsboro Island House
33062

Sent from my iPhone

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Sent: Sunday, December 3, 2023 12:55 PM
To: Sherry D. Henderson
Subject: Fwd: Deny Peoposal

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Hillsboro Island House
33062

Sent from my iPhone

Sherry D. Henderson

From: Jane Reiser <jreiser@townofhillsborobeach.com> on behalf of Jane Reiser
Sent: Saturday, December 2, 2023 6:13 PM
To: Sherry Henderson
Subject: Fwd: Hillsboro Beach Resort

Hi Sherry,

Please enter the email I received below into public record.

Thank you,
Jane

Jane Reiser
Commissioner
Town of Hillsboro Beach

Begin forwarded message:

From: Cathy <csquaglia@comcast.net>
Date: December 2, 2023 at 8:13:46 AM EST
To: jreiser@townofhillsborobeach.com
Subject: Hillsboro Beach Resort

Please deny the ordinance. We moved here from Chicago because of the beauty and lack of traffic, etc. We love to stay home and entertain or take a walk in the evening on the mile. This will be a real mistake to change our beautiful town with "bar traffic " from other towns. Thanks
Sent from my iPhone

Sherry D. Henderson

From: Irene Kirdahy <ikirdahy@townofhillsborobeach.com> on behalf of Irene Kirdahy
Sent: Saturday, December 2, 2023 2:25 PM
To: Sherry D. Henderson
Subject: Fwd: Hillsboro Beach Resort
Attachments: image.png

---------- Forwarded message ---------
From: **Cathy** <csquaglia@comcast.net>
Date: Sat, Dec 2, 2023, 8:06 AM
Subject: Hillsboro Beach Resort
To: <ikirdahy@townofhillsborobeach.com>

Please deny the ordinance. We moved to Hillsboro Beach for its non commercial and natural beauty. We do not want to attract bar customers from other towns. There is no reason to open this resort as a "bar hangout" as a resident of Hillsboro Beach we enjoy our own home to entertain in and relax looking at our beautiful beach

Sent from my iPhone

Sherry D. Henderson

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Sent from my iPhone

RECEIVED
DEC 0 4 2023

To: Members of the Hillsboro Beach Town Commission

Re: Hillsboro Beach Resort

I hope this letter finds you and your families in good health and enjoying the holiday season (except for the traffic). Here we are, once again, discussing another attempt by the Hillsboro Beach Resort to have the Commission change a Town Ordinance to improve their flawed business plan. Since the resort opened, they have come to the Commission on several occasions stating that they are not making money and need changes to Ordinances which the Town was originally founded on. They say they needed to be able to do social events, so the Commission gave a variance. Then they said that if the restaurant could service hotel guests and Town residents, they could be more successful. That was also given to them. Then they wanted a public bar and restaurant to save their business. The Commission voted against that so now they are modifying it. When does it stop? When will they realize that the Commission cannot and should not be the ones to solve their problems?

Over the last 2 1/2 years the Resort has mislead the Town about several things. First, before they opened, they told the Commission that rooms would be $300-$500/ night. As of today, the rooms are $90-$190/ night (Seabonay rates?). Now, despite the above concessions they were given, they are now saying that a "high end" public restaurant will solve their financial problem. The primary intent of the restaurant is to service the hotel guests. With all due respect to those guests, how many of those paying $90/night are going to use the restaurant?

There are numerous appellate cases and a Supreme Court of Florida. En Banc. That addresses this situation. The authorities are in accord with the proposition that in seeking a variance on the grounds of a unique or unnecessary hardship, a property owner cannot assert the benefit of a "self-created" hardship. This includes a restriction which they knew to be in existence when they bought the property.

The Town of Hillsboro Beach documents state, regarding ordinances that "the Commission cannot act for the sole purpose of increasing financial gains for a property owner." The Resort did not do their proper due diligence when formulating their business plan, self-creating this problem. It is not the responsibility of the Commission to take a flawed business plan and try to correct

it by passing ordinances and variances. They must conform to the rules of the Town, not the other way around!

Do we want people riding along Hillsboro Mile to go to a destination restaurant (as in Lauderdale by the Sea, or Deerfield)? Or do we want to ride down Hillsboro Mile to be in our unique seaside town and go to our peaceful beachfront homes? That is what our community is and what it was meant to be. It is the sworn responsibility of the commission to preserve the lifestyle and character of Hillsboro Beach. Does this Commission want to be responsible for compromising that by allowing a public restaurant to open in our Town? I certainly hope not.

Respectfully,

Joel Rosenstein

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: **Woods Hole Group update on Pressure Equalizing Module (PEM) Data Analysis**
Submitting Dept: **Town Clerk, Sherry Henderson, Town Clerk**
Agenda Date: **January 9, 2024**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:
1. WHG_PEM_presentation_2023_12_22
2. WHG_PEM_report_2023_12_22

Pressure Equalizing Modules (PEM) Analysis

Presentation to Town of Hillsboro Beach

January 9, 2024

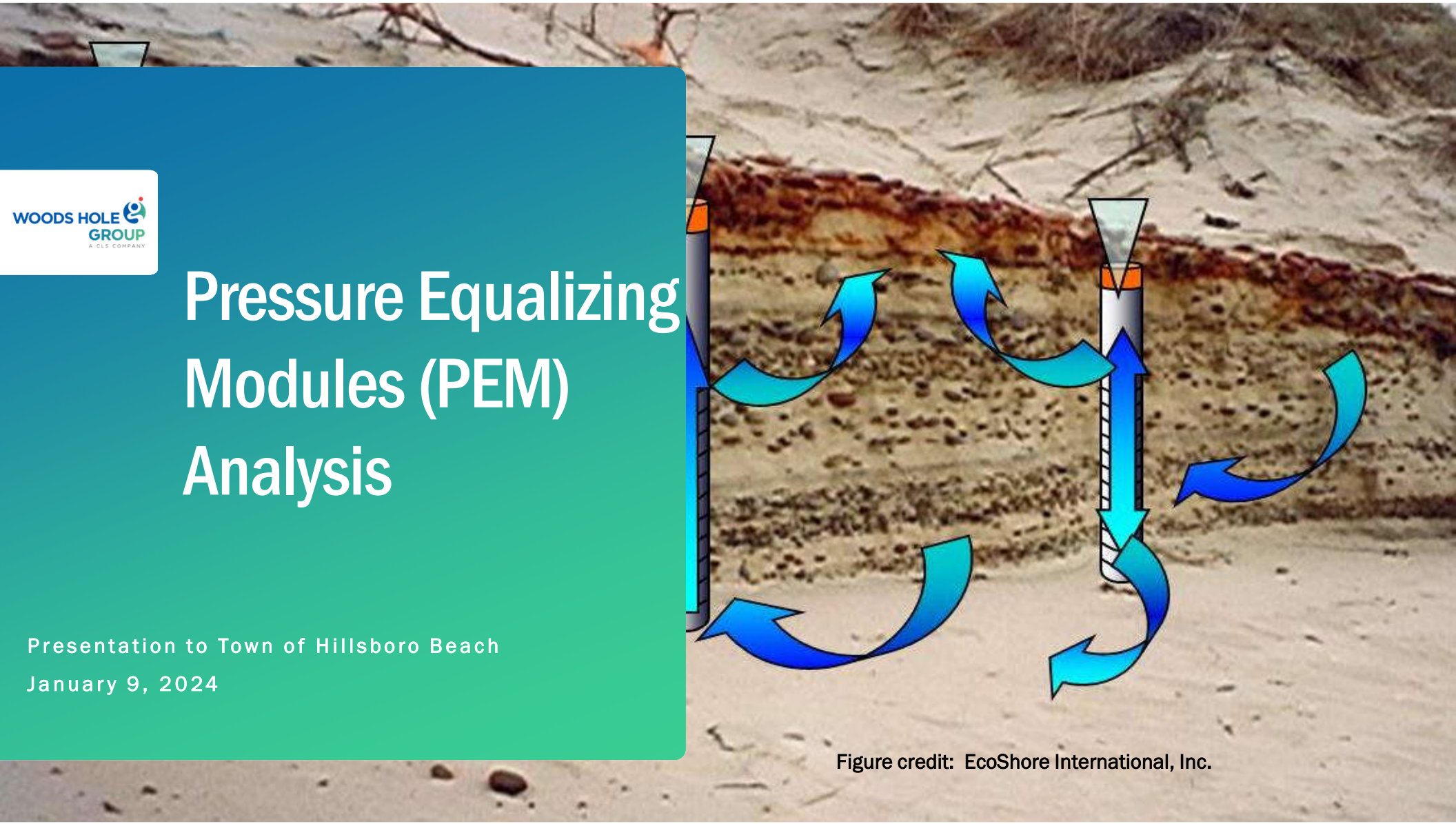

Figure credit: EcoShore International, Inc.

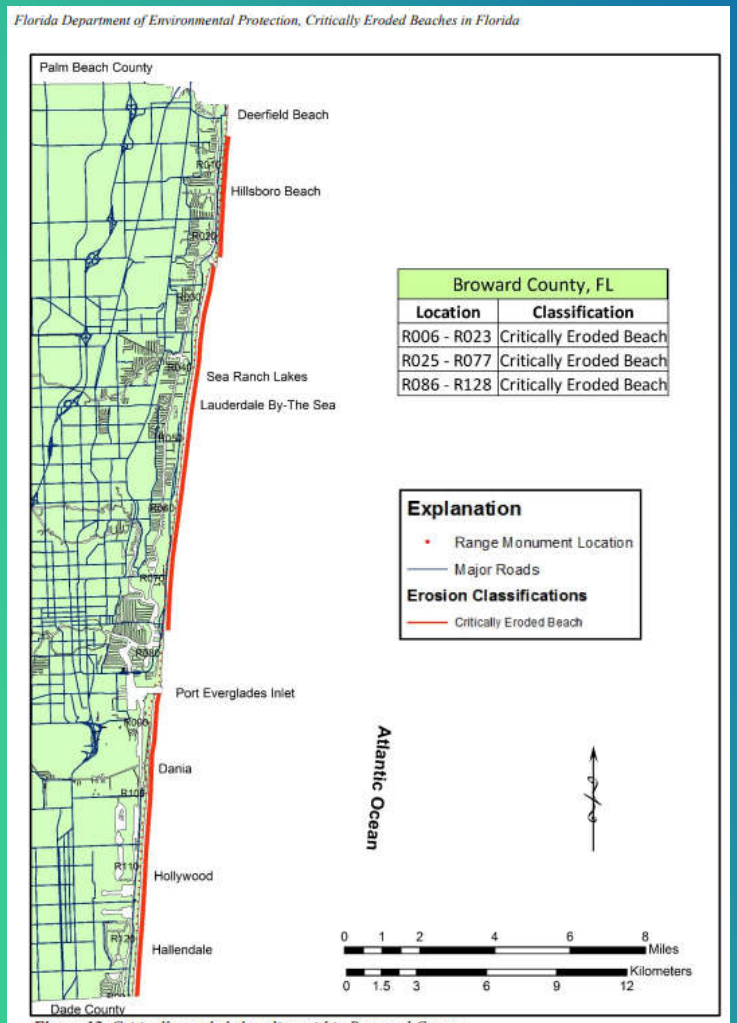

Figure 12. Critically eroded shoreline within Broward County.

Figure credit: Florida DEP

Agenda

1. PEM concept
2. Selected peer-reviewed literature
3. Hillsboro Beach test project
4. Citizen input
5. Assessment
6. Alternatives analysis
7. Recommendation

WOODS HOLE GROUP
A CLS COMPANY

Pressure equalizing modules (PEM) concept

Figure credit: EcoShore International, Inc.

Characteristics:

- Passive dewatering system (no active pumping)
- Independent slotted tubes
- Tubes connect surficial sediments to lower layers with greater hydraulic conductivity
- Water drains from beach to sea
- Lower water table enhances deposition and retards erosion

Patent, invention, and distribution

- US patent 6,547,486, dated 2003, to P. Jakobsen
- Skagen Innovation Center (Denmark)
  - Appears to be originator
  - Website (Danish in part) appears to list 35 applications, most recently dated 2014
- EcoShore International, Inc.
  - Appears to be US distributor
  - Website lists 4 projects (including Hillsboro Beach) most recently dated 2013

Selected peer-reviewed literature

- Turner & Leatherman (1997): Insightful review of passive and active dewatering raising two challenges: understand beach groundwater dynamics and impacts on sediment transport.
- Fredsoe et al. (2009): Physics based numerical model showing negligible drainage effect.
- Walstra et al. (2014): Four-year Netherlands field experiment finding no influence of PEM and unlikely future efficacy.
- Reedijk et al. (2015): Four-year Netherlands field experiment finding significant beach growth.
- Christensen (EcoShore President) & Gable (2018): Summary of Hillsboro Beach test claiming success.
- Fischione et al. (2022): Review of theory, 12 laboratory experiments, 23 field studies, and numerical models finding passive dewatering systems are able to modify natural beach dynamics, but controversial performance has been observed and challenges remain due to lack of guidelines.

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A CLS COMPANY

Hillsboro Beach test project

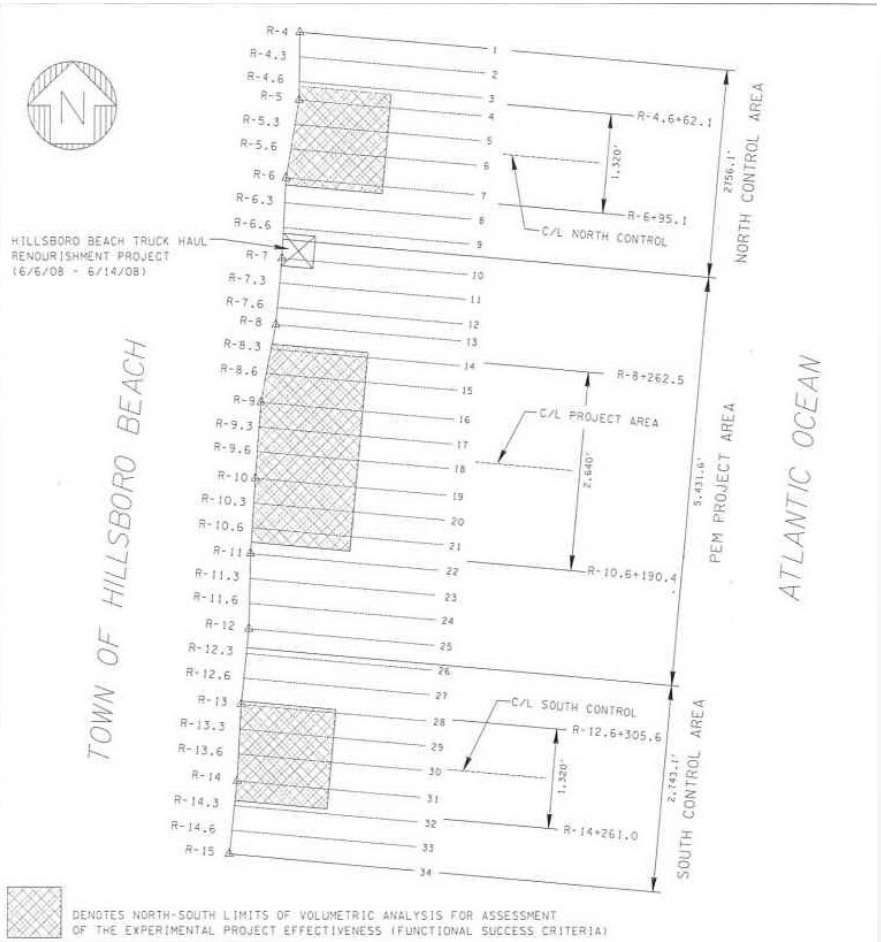

Figure credit: Sea Diversified, Inc.

Organization:

- Management: Coastal Engineering Consultants
- Installation & groundwater study: EcoShore International
- Beach surveys: Sea Diversified

Selected chronology:

- 2008-01: Florida DEP issued permit
- 2008-02: Installation completed
- 2008-11: 6-month report stating Success Criteria met
- 2009-05: 12-month stating Success Criteria not met
- 2009-07: Consultant report finding no impact
- 2009-07: Groundwater report
- 2009-12: Notice to remove
- 2010-06: Consultant report finding no impact
- 2011-01: Letter from Mayor to EcoShore confirming PEM benefited Town, met success criteria, and did not harm
- 2011-02: Removal report

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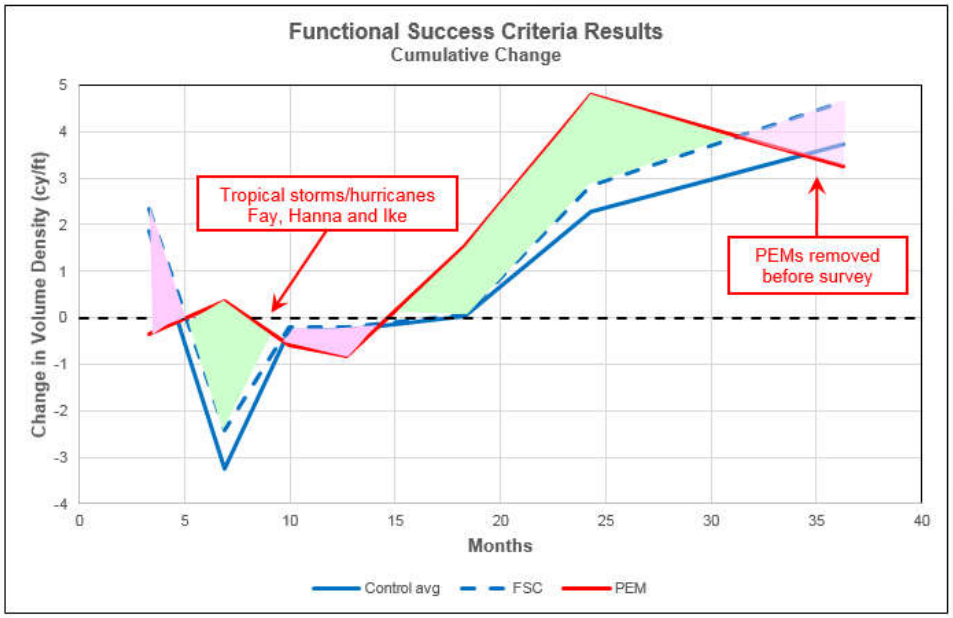
A CLS COMPANY

Citizen input



Communications:

- 2023-10-16: 39-slide PowerPoint presentation
- 2023-11-03: Explanation of PowerPoint
- 2023-11-21: Response to questions

Content:

- Analysis of beach survey data for full 36-month test project
- Calculation of volumes in Control and Project areas
- Calculation of Functional Success Criteria
- Digitization and analysis of wave data

Conclusions include:

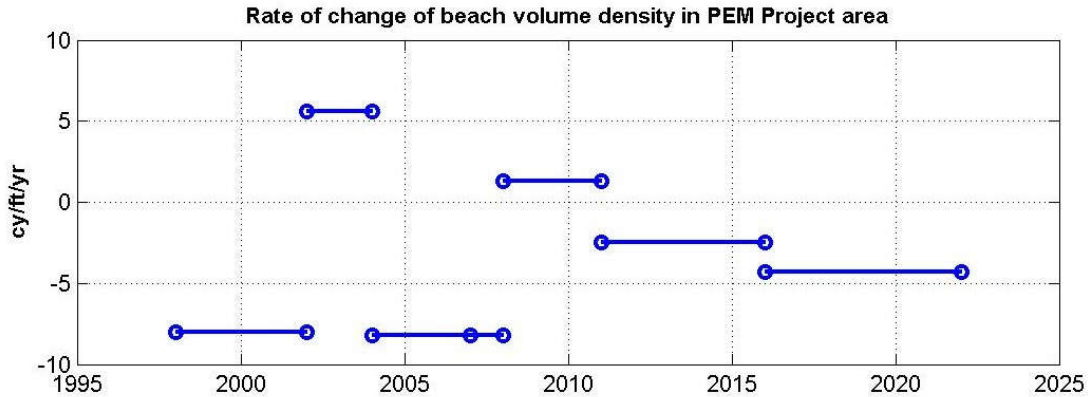
- Pilot project was a complete and undeniable success
- PEMS affordable; no government assistance required

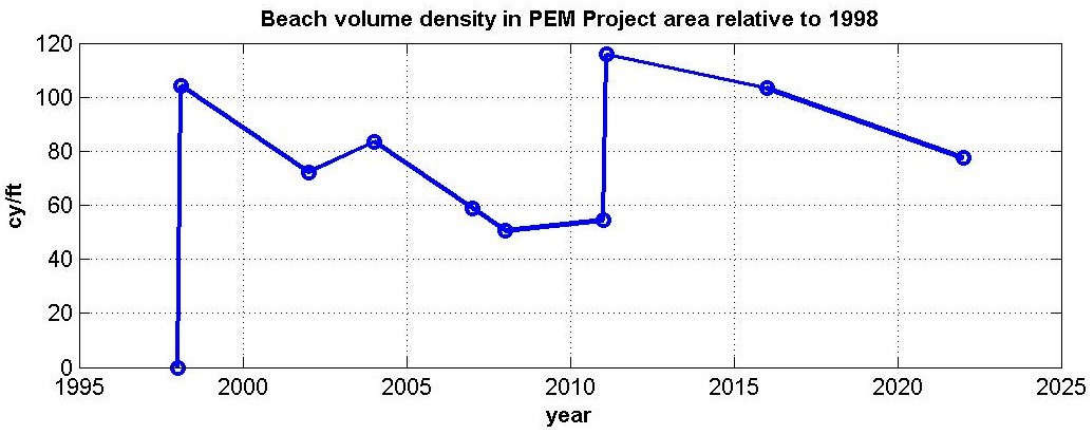
Figure credit: John Meyers.

Assessment

- Widespread PEM use within past decade is not apparent.
- Peer-reviewed literature is mixed at best:
  - Physics-based numerical model indicates negligible PEM impact on groundwater.
  - Impact of PEM is difficult to distinguish from natural variability in field experiments.
  - No shared design standards.
- Results of Hillsboro Beach test project are mixed:
  - Functional Success Criteria were met and not met at different times during project.
  - Consultant reported PEM impact could not be distinguished from natural variability.
  - Brief minor reductions in groundwater elevation reported but possibly impacted by sensor issues.
  - No geological and geohydrological information to support informed design seems to exist.
  - No quantitative design calculations appear to be available.
  - Performance in Project area better than North Control but similar to South Control.
- Citizen concluded project was successful, but results could also support alternative conclusion that PEM impact could not be distinguished from natural variability.

Assessment (continued)





- To provide longer temporal context, Woods Hole Group:
  - Collected rates of change of volume density (cy/ft/yr) at Hillsboro Beach from existing technical reports
  - Used the rates of change to create a history of beach volume density (cy/ft) relative to 1998
  - Included major beach nourishment projects in 1998 and 2011
- Results indicate:
  - 2008-2011 PEM test was not the only accretional period and did not have the highest accretion rate
  - Modest accretion during PEM test is within the range of beach evolution experienced since 1998

Alternatives analysis

Alternative	Likelihood of ultimate PEM success	Rationale for PEM success likelihood rating	PEM-related effort
1. Do not reinstall	Zero	• Likelihood of PEM success is zero if PEM is not reinstalled	Zero
2. Reinstall without additional information	Low	• No quantitative physics-based foundation • Equivocal results of test project at Hillsboro Beach and elsewhere • Lack of recent widespread use • Lack of information to support informed design • Lack of quantitative design calculations	• Permitting • Installation • Maintenance • Monitoring
3. Gather more information before deciding whether to reinstall	Low to modest	• No quantitative physics-based foundation • Equivocal results of test project at Hillsboro Beach and elsewhere • Lack of recent widespread use • Lack of shared design standards	• Analyze historical shoreline change data • Collect & analyze geological & geohydrological information • Calculate PEM performance

WOODS HOLE GROUP
A CLS COMPANY

Recommendations

Considering the likelihood of technical success and the required effort, leaving other considerations aside:

- The recommendation is Alternative 1: do not reinstall PEM.
- The likelihood of success for Alternative 2 (reinstall PEM without additional information) is considered sufficiently low that it is not recommended.
- The likelihood of ultimate success for Alternative 3 (gather more information before deciding whether to PEM reinstall) is higher than for Alternative 2 but low enough that the effort does not seem worthwhile. A likely outcome is a decision not to reinstall. However, if desired, Alternative 3 could be pursued in a well-conceived follow-on study.

WOODS HOLE GROUP
A CLS COMPANY

December 22, 2023

Mr. Mac Serda, ICMA-CM
Town Manager, Hillsboro Beach

Sent via email: mserda@townofhillsborobeach.com

DRAFT PEM Evaluation

Dear Mr. Serda,

Woods Hole Group is pleased to present this technical memorandum on Phase 1 and selected Phase 2 work to help evaluate the potential utility of pressure equalization modules (PEM) for managing erosion at Hillsboro Beach, Florida. The Phase 1 scope was:

1. Search and review existing literature.
2. Hear virtual Citizen presentation.
3. Internal reflection meeting.
4. Update progress review with Town.
5. Internal review and call with the Florida Department of Environmental Protection (DEP).
6. Assess data provided/presented by client.
7. Brief technical memorandum to document findings and possible next steps.

All Phase 1 tasks have been completed. With your approval, we also initiated Phase 2 as related to 2.2 Other Data Assessment since it was valuable to extend our literature and data review.

The present technical memorandum is the outcome of Phase 1 Task 7. The following contains a description of PEM (Section 1), a summary of selected peer-reviewed literature (Section 2), a description of the Hillsboro Beach test project (Section 3), a summary of Citizen input (Section 4), an assessment (Section 5), an alternatives analysis (Section 6), a recommendation (Section 7), and a closing (Section 8). The subsequent Appendices A through D contain acronym definitions, a chronology of the Hillsboro test project, a list of documents made available for the present study, and references, respectively.

1. Description of PEM

According to the website maintained by EcoShore International, the company responsible for the Hillsboro installation, PEM is a passive dewatering system (i.e., not actively pumped), which consists of independent tubes installed vertically in the sediments below the beach face. The tubes have slits that allow water to enter and exit while excluding sand. The tubes typically have diameters of 2.5 inches and variable lengths on the order of many feet. The tubes are installed in a grid extending from the dunes shoreward of the beach to the water line. The tubes are intended to connect different sediment layers, permitting water in the sand just beneath the beach face to drain to subterranean layers with lower hydraulic resistances, where the water exits to the sea. The improved drainage lowers the water table, with the intention of enhancing the deposition and retarding the erosion of sand. An animation on the EcoShore website suggests that the primary dewatering impact is believed to be during falling tides, when a beach face that would be saturated with water in the absence of PEM is unsaturated if PEM is present. Christensen & Gable (2018) stated further that sand deposited in the swash zone is transported by the wind to the back beach and dunes, resulting in reduced erosion and often accretion. The first author of the 2018 article (Christensen) is the President of EcoShore International.

According to Fischione et al. (2022), PEM is patented under US Patent 6,547,486, dated 15 April 2003, to P. D. Jakobsen. The title at https://patents.justia.com/patents-by-issue-date/2003/04/15?page=26 is "Method for coastal protection." The abstract is: "In a method for coastal protection, where the coastal area has an underlying freshwater basin and below this a salt water tongue which extends obliquely down into the coastal area, the pressure is equalized in the groundwater basin at least along an area at the shore line completely or partly to the atmosphere through pressure equalization modules, preferably in the form of pipes with a filter at the bottom, which extend down into the groundwater basin. This causes sedimentation of material and thereby an increase in the width of the shore. The resulting sand drift may be utilized for additional building-up of the coastal area by further establishing fascines."

According to the literature (e.g., Fredsoe et al., 2009, Fredsoe, 2020), PEM was developed by the Skagen Innovation Center in Denmark. EcoShore International is apparently a distributor. The Skagen website, some of which is in Danish, has entries that appear to list approximately 35 PEM applications globally at several sites, the most recent of which is dated 2014. The EcoShore website lists four applications, most recently dated 2013, one of which is Hillsboro Beach.

2. Summary of selected peer-reviewed literature

The relevant peer-reviewed scientific and engineering literature, which addresses coastal groundwater flows, their impacts on sediment transport and shoreline changes, and the use of passive beach dewatering systems, is vast. The following summary is representative rather than exhaustive.

In an insightful early review encompassing both active (i.e., pumped) and passive (i.e., naturally drained) beach dewatering systems, Turner & Leatherman (1997) traced the dynamics of water table elevations and their impact on beach accretion and erosion to research in the 1940s, and they summarized subsequent theoretical, laboratory, and field investigations, including field tests of both active and passive beach dewatering systems. They stated that in "a qualitative sense, the role of elevated beach groundwater in promoting beach face erosion, and lower beach water table in promoting onshore accretion, is now well established," but "the effectiveness of the dewatering concept in maintaining beach stability and controlling coastal retreat is yet to be convincingly demonstrated at the prototype scale." They identified two challenges: "to gain greater insight into the dynamics of beach groundwater, in particular the time-varying saturation characteristics of the intertidal profile," and "to examine more closely the modification to sediment transport mechanisms at the beach face induced by infiltration/exfiltration within the swash zone."

Several articles have addressed the two challenges raised by Turner & Leatherman (1997). For example, Li et al. (2002) described a process-based numerical model that simulates wave motion over a beach, coastal groundwater flow, sediment transport in the swash zone, and resulting beach profile changes. Housego et al. (2021) used three years of field observations to describe coastal flooding driven by groundwater fluctuations forced by ocean tides, surge, and waves. Paldor et al. (2022) used numerical simulations to describe the time-dependent, three-dimensional response of groundwater elevations to forcing by storm surge, and they considered engineering implications related to soil stability and erosion. Housego et al. (2023) reported observations and physics-based model calculations of fluctuations in groundwater elevation forced by ocean processes. A primary result, indicated by theory, numerical models, and observations, is that the ocean-forced fluctuations of groundwater elevation vary both spatially and temporally, in the simplest cases resembling a damped wave that propagates inland from the shoreline, with more complex behavior in the presence of three-dimensional variability of the underlying geology or longshore variability of the ocean forcing.

In a comprehensive review of the efficacy of passive beach drainage systems (BDS), including PEM, in mitigating shoreline retreat, Fischione et al. (2022) summarized the existing theoretical background, the results of 12 laboratory experiments and 23 field studies, and applications of mathematical modeling. They concluded that "BDS is a tool able to modify the natural dynamics of sandy beaches groundwater table in order to gain shoreline stabilization," but "Controversial performances that BDS showed in both experimental and prototype scale experiences have been

observed so far." Further, "some open challenges still remain due to the lacking [sic] of clear (and shared) guidelines that are needed to design BDS and to perform reliable observations in real scale applications."

Other studies have focused specifically on PEM. Brogger & Jakobsen (2008) described a three-year field study in which PEM was combined with nourishment on an eroding beach in Maylasia, reporting that "after three years the beach is stable with only a few percentages of sand loss." The second author (Jakobsen) is the PEM patent holder. Fredsoe et al. (2009) reported physics-based model calculations of PEM performance, finding that "the drainage effect is negligible," and the results of a Danish field test, finding that "all morphological changes can be explained by natural causes." Walstra et al. (2014) described results of a three-year pilot project in the Netherlands, stating, "No influence of the PEMs on the local beach and dune morphology could be established," and further, "Considering the above and given the fact that the PEM system was also not able to induce a measurable accretion at a similar experiment in Denmark we consider it unlikely any efficacy of the PEM system will be identified in future experiments." In a description of the same Dutch pilot project, Reedijk et al. (2015) reported that, "A significant increase in beach volumes was observed during the test period compared to the natural variability before the test." These conflicting publications on the same PEM application indicate uncertain results.

In an article that describes the PEM application at Hillsboro Beach, Christensen & Gable (2018) presented results indicating that 18 months after installation the system satisfied the success criteria that had been defined prior to the project. The article states that data from a groundwater study showed increased drainage after PEM installation. The article contains a 2011 letter signed by the Mayor of the Town of Hillsboro Beach confirming that "the PEM system has benefited the Town and has met the success criteria set out in the contract between the Town and EcoShore," and that "the installation of PEMs did not cause any harmful effects to other sites, to the environment, or to visitors on the beach." Note, as before, that the lead author of the 2018 article (Christensen) is the President of EcoShore International, the organization responsible for the PEM installation and groundwater study.

3. Hillsboro Beach test project

The test project at Hillsboro Beach occurred between February 2008 and February 2011. The shoreline at the site is close to a north-south orientation. The dominant wind and wave forcing is from the northeast, driving currents and sediment to the south. The test layout consisted of a half-mile North Control (without PEM and within the Deerfield Beach groin field), a one-mile Project section (with PEM), and a half-mile South Control (without PEM).

Coastal Engineering Consultants, Inc. performed the project management, EcoShore International, Inc. installed and removed the PEM and an array of groundwater wells, and Sea Diversified, Inc. performed beach surveys. Ninety PEM were installed in the Project area in longshore rows from the dune toe to the mean low waterline. Groundwater elevation measurements were obtained in the Project and South Control areas in 2008. Beach surveys occurred in the Project and Control areas four times in 2008, twice in 2009, and once in each of 2010 and 2011.

EcoShore International produced a 2009 report describing the groundwater measurements, which were obtained by sensors in dedicated groundwater wells and selected PEM tubes. Some sensors were lost or damaged, and one reported anomalous data, attributed in the report to sand trapped in the well. Figure 11 in the EcoShore report shows that the groundwater elevation in the Project area was lower than the Control by approximately one to 10 cm at high water during approximately five tidal cycles in a one-week period after PEM installation. The report states that "it is not known if some of the results that look unusual may be due to malfunctioning of equipment or other factors." Data were not presented showing widespread or prolonged lowering of the groundwater table.

Coastal Engineering Consultants calculated Functional Success Criteria using the beach survey data and calculation procedures that had been established in the contract. Coastal Engineering Consultants reported in November 2008 that

the Functional Success Criteria were satisfied six months after PEM installation. They reported in May 2009 that the Criteria were not satisfied after 12 months but found no adverse impact and recommended a second year of monitoring.

A Third-Party Consultant (Robert Dean) provided evaluations based on survey data analysis and visual site inspections. In a July 2009 report, the Consultant described uncertainties in the profile calculations, complications produced by the updrift groin field and longshore topographical variations, and quantitative calculations using the survey data, finding "no obvious patterns that emerge supporting a positive or negative influence of the PEM installation," and recommending a second year of monitoring. In a June 2010 report, the Consultant updated the calculations using the surveys up to 18 months after installation, summarized the results of his site visit, provided an analysis of the underlying PEM principle, and stated that "it is not possible to discern any positive or negative effect of the PEM installation on the shoreline of Hillsboro Beach and if a stabilizing effect exists, it is indeed minor." The report also stated, "The location of the Deerfield Beach groin field and at least two relatively small beach nourishment projects have resulted in this area not being ideal for such a field evaluation."

Table 1 (below) summarizes the chronology of the test project. Events of potential interest that are not already summarized above include the Town of Hillsboro Beach decision in December 2009 to end the project, the subsequent Coastal Engineering Consultants instruction to EcoShore International to remove the PEM by year end, and the October 2010 Florida DEP letter to the Mayor of the Town of Hillsboro warning of possible violations and noncompliance resulting from non-removal.

4. Citizen input

A Citizen (John Meyers) provided a PowerPoint presentation on 2023-10-16. He followed up on 2023-11-03 with a pdf document that provides notes on every slide in the PowerPoint presentation, as well as a separate pdf document that explains PowerPoint slide 16. He responded on 2023-11-21 to questions posed by Woods Hole Group following the earlier presentation and follow-up.

The PowerPoint presentation contains evidence that Hillsboro Beach is eroding rapidly (slides 2 through 9), photos of the site before and after PEM installation (slide 10), a description of PEM (slides 11 through 15), the groundwater study (slide 16), the PEM project layout (slide 17), pilot project results (slides 18-27), impacts of recent shifts in littoral drift (slide 28), effects of PEM removal (slide 29), an accounting for beach nourishment during the test project (slide 30), recent renourishment (slide 31), beach volumes (slide 32-33), Functional Success Criteria (slide 34), a demonstration that PEM costs are much lower than beach nourishment costs (slide 35), conclusions (slide 36), the Functional Success Criteria methodology (slide 37), an assessment of the Third-Party evaluations (slide 38), and the basis of the DEP removal decision (slide 39). The presentation includes an analysis of the beach survey data for the full 36-month duration of the project (in contrast to the beach survey analyses by Coastal Engineering Consultants, which were executed at six and 12 months), calculations of volumes in the Control and Project areas, recalculation of the Functional Success Criteria, and digitization and analysis of wave and wind data obtained from the Magicseaweed website, now owned by Surfline.

The PowerPoint presentation and follow-up documents are consistent with information in other reports and contain analyses not presented elsewhere. The additional information includes "a conceptual cross-section" (PowerPoint slide 16) showing inferred groundwater elevations prior to and after PEM installation, with an explanation of an apparent "groundwater mounding" by means of a geohydrologic analysis. The PowerPoint presentation contains calculations throughout the 36-month test project of beach volumes (reproduced here as Figure 1 on page 6) and Functional Success Criteria (reproduced here as Figure 2 on page 6). The documents state that there was a "dramatic shift in sand from the PEM area into the south control area," and that "the central one-mile section of PEMs also grew the beach a half-mile distance both up and down-drift of the PEM boundaries." The Citizen's calculations of the Functional Success Criteria

agree with the 2008-11-07 and 2009-05-21 Coastal Engineering Consultants reports in stating that the project met the Criteria six months after installation but not after 12 months. In addition, the Citizen's analysis indicates that the project met the Criteria at months 18 and 24 but not at month 36. The Citizen attributed the failure to meet the Criteria at month 36 to PEM removal approximately one month earlier. The conclusions in the PowerPoint presentation state, "The 2008 to 2011 PEM pilot project on Hillsboro Beach was a complete and undeniable success."

Table 1. Documents marking key points in the test chronology. Appendix B has additional details. Appendix C lists the documents.

Date	From	To	Document
2008-01-23	Florida DEP	Town of Hillsboro Beach (Applicant) and Coastal Engineering Consultants (Agent)	Permit
2008-03	Not known	Not known	Report that PEM installation was completed 2008-02-29 (assumed to exist but not available to the present study)
2008-11-07	Coastal Engineering Consultants	Town of Hillsboro Beach	Report stating performance from 2008-03 to 2008-09 met Functional Success Criteria
2009-05-21	Coastal Engineering Consultants	Town of Hillsboro Beach	Report stating performance from 2008-03 to 2009-03 did not meet Functional Success Criteria
2009-07-13	Coastal Engineering Consultants	Town of Hillsboro Beach and Florida DEP	Report finding no adverse impacts, accretion in North Control and Project area, erosion in South Control, and recommending 2nd year of monitoring
2009-07-22	Third-party consultant	Coastal Engineering Consultants	Report finding no discernable positive or negative PEM influence and recommending 2nd year of monitoring
2009-08-12	Bureau of Beaches & Coastal Systems, Florida DEP	Joint Coastal Permit Compliance, Florida DEP	1-year memo documenting compliance shortcomings and finding performance did not meet Functional Success Criteria
2009-12-16	Coastal Engineering Consultants	EcoShore International	Notice to remove PEM by 2009-12-31 following action by Town of Hillsboro Commission on 2009-12-15
2010-03-25	Bureau of Beaches & Coastal Systems, Florida DEP	Joint Coastal Permit Compliance, Florida DEP	18-month memo stating monitoring mostly compliant, shoreline changes minor and within limits typically observed, and no negative impacts
2010-06-28	Third-party consultant	Coastal Engineering Consultants	Report finding "it is not possible to discern any positive or negative effect of the PEM installation … and if a stabilizing effect exists, it is indeed minor"
2010-10-18	Florida DEP	Mayor, Town of Hillsboro Beach	Letter warning of possible violations and noncompliance resulting from PEM non-removal
2011-01-11	Mayor, Town of Hillsboro Beach	To Whom It May Concern	Letter confirming PEM benefited Town, met success criteria, and did not cause harmful effects
2011-02-01	Coastal Systems International	Bureau of Beaches & Coastal Systems, Florida DEP	Report stating removal completed 2011-01-28

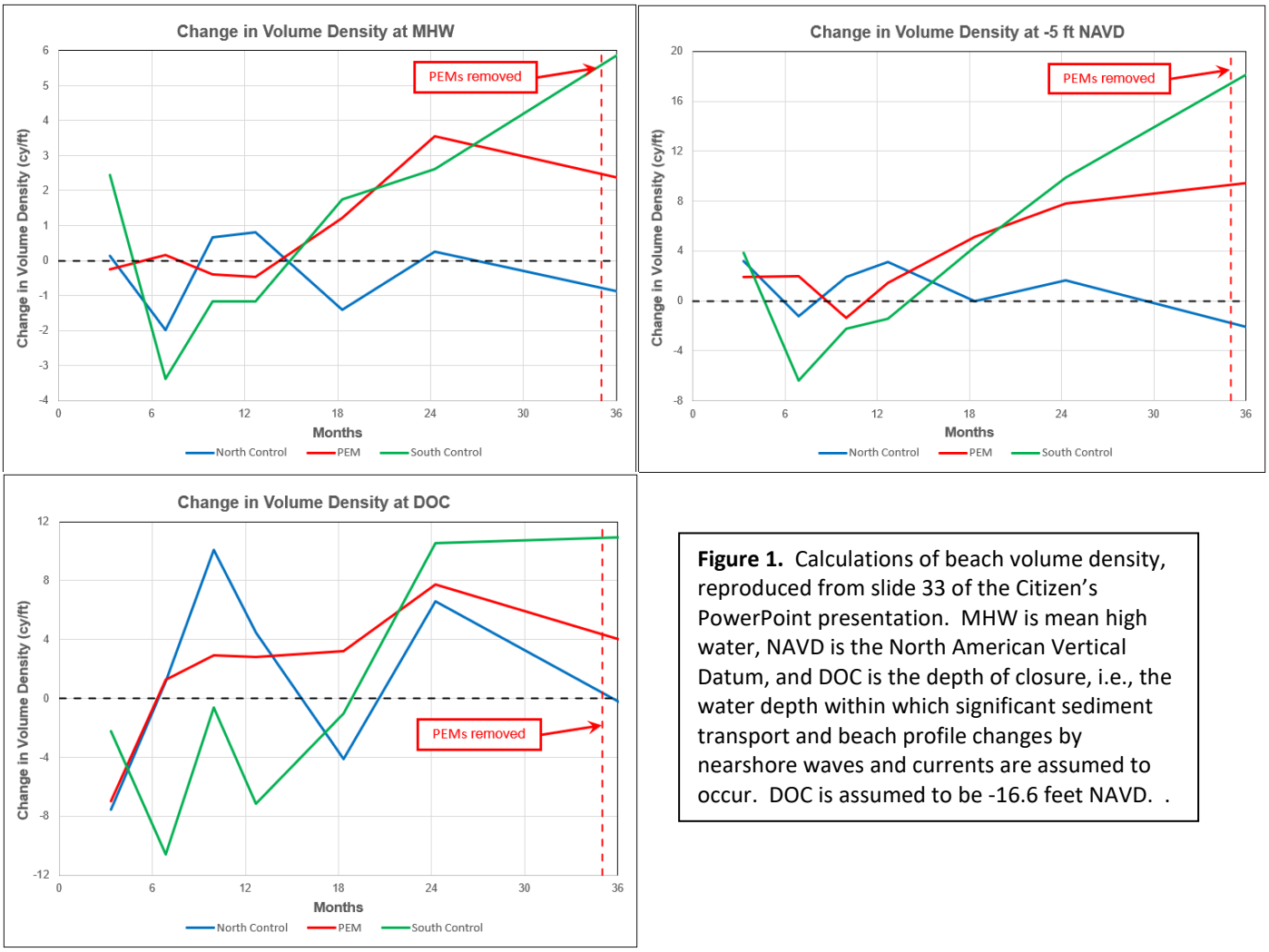


Figure 1. Calculations of beach volume density, reproduced from slide 33 of the Citizen's PowerPoint presentation. MHW is mean high water, NAVD is the North American Vertical Datum, and DOC is the depth of closure, i.e., the water depth within which significant sediment transport and beach profile changes by nearshore waves and currents are assumed to occur. DOC is assumed to be -16.6 feet NAVD. .

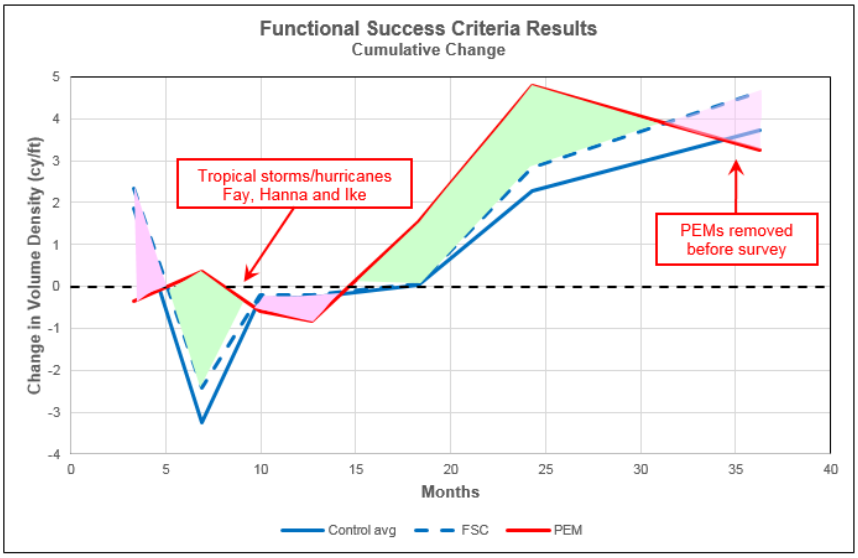


Figure 2. Functional Success Criteria calculated by the Citizen using beach survey data. Surveys occurred approximately at months 3, 7, 10, 13, 18, 24, and 36. Reproduced from slide 34 of the 2023-10-16 the Citizen's PowerPoint presentation.

5. Assessment

As noted above in Section 1, the Skagen Innovation Center and EcoShore International websites indicate PEM application at many international sites prior to approximately 2014, but new installations since then are not apparent. The reasons for the lack of PEM installations within the past decade are not known.

The peer-reviewed literature (summarized above in Section 2) is mixed at best regarding the efficacy of passive beach dewatering systems in general and PEM in particular for enhancing accretion and suppressing erosion. Fredsoe (2009) found a negligible effect of PEM on beach drainage based on a quantitative physics-based model, and he stated that all morphological effects in a Danish test project could be explained by natural causes. Two of the more positive evaluations based on field evaluations (Brogger & Jakobsen, 2008, and Christensen & Gable, 2018) were co-authored or led by product proponents. Separate analyses by Walstra et al. (2014) and Reedijk et al. (2015) reached opposite conclusions regarding the failure or success of a pilot project in the Netherlands. Fischione et al. (2022) was slightly positive about the prospects for passive beach drainage systems in general, but they cited controversial past performance and open challenges regarding the lack of design guidelines and the need for reliable observations. Quantitative mathematical tools for analysis of groundwater dynamics beneath beaches forced by ocean tides, waves, and surge are now available (e.g., Paldor et al., 2022, Housego et al., 2023), including impacts on sediment transport and beach profile changes (e.g., Li, 2002), but these do not appear to have been applied to the design or analysis of PEM installations since the earlier work of Fredsoe (2009).

The results of the test project at Hillsboro Beach (summarized above in Section 3) are mixed. The Coastal Engineering Consultants reports indicate success and failure at different times regarding satisfaction of the Functional Success Criteria. The statements regarding satisfaction of the Success Criteria in the 2011 Mayor's letter and the 2018 Christensen & Gable article are not supported unequivocally by the Coastal Engineering Consultants reports. The test project results might be complicated by the updrift groin field and the presence of longshore topographical variations, which could migrate longshore and influence measurements of beach profiles at fixed positions, as indicated by the Third-Party Consultant. The brief modest reductions in groundwater elevations following PEM installation, as documented in the EcoShore International report, are possibly affected by sensor issues, as stated in the EcoShore report, and they might or might not have been sufficient to impact erosion and accretion of beach sediments significantly. The quantitative calculations, qualitative observations, and analyses by the Third-Party consultant, which appear to have been carefully considered and were professionally presented, indicate that any impact of PEM could not be distinguished from the natural variability of the beach.

Information that would seem to be required or at least advisable for an informed design of the test project does not seem to have been used. No information available for the present review quantifies the vertical variations in geological hydraulic conductivity that are believed, according to the EcoShore International website, to be required for successful PEM operation. No information characterizes the onshore aquifer, if any, and its potential influence on groundwater elevations beneath the beach. A rationale for the lengths and depths of the PEM has not been made available. No calculations indicate how much drawdown of the groundwater elevation (1 centimeter vs 1 meter, say) could have been expected because of the PEM installation. No calculations indicate the effects of a change in groundwater elevation on sediment transport and beach erosion and accretion. There is no information presented indicating the expected relative influence of PEM compared to prevailing wave, current, storm hydrodynamic influences on sediment transport that are known to induce substantial beach profile change.

The calculations and analyses of the Citizen (described above in Section 4) are substantial, appear to have been executed with great care, and led him to conclude that the test project at Hillsboro beach was a complete and undeniable success. However, the results could have supported the opposite conclusion. Like those of Coastal Engineering Consultants, the Citizen's calculations indicate that the Functional Success Criteria were met and not met at different times during the

test project. The Citizen's calculations of beach volume, which indicate substantial longshore and temporal variability, could be interpreted as evidence that the beach volume changes in the PEM area differed from but were no better than those in the South Control, i.e., that the PEM had no discernible impact that could be distinguished from natural variability. His interpretation that the PEM attracted sand that then spread to the North and South Controls is an opinion not supported by the conventional understanding of beach dynamics. If the sand that fed the PEM area was supplied by the southward longshore transport (as suggested in slide 26 of the PowerPoint presentation), then the South Control would have been starved, rather than enriched, because of the updrift interruption in the longshore transport, like the accepted response of a beach to an updrift groin field (e.g., Dean & Dalrymple, 2002). The wave measurements in the PowerPoint presentation (slide 27) illustrate relatively small waves during the month following PEM removal, which does not indicate rapid beach erosion during that period.

The Citizen's PowerPoint presentation and pdf documents do not reference the professional literature that addresses groundwater beneath beaches and its impact on beach evolution. This literature is substantial and could have provided useful information and additional perspectives. In particular, the Citizen's interpretation of groundwater elevations (PowerPoint slide 16 and supporting notes) does not consider the temporal variability of the ocean forcing by tides, surge, and waves, which is an essential feature of the dynamics, as indicated by the literature.

To provide a longer temporal context for beach evolution in the test area and comparison to the PEM test results, Woods Hole Group collected estimates of the rate of change of beach volume density, expressed in cubic yards (cy) per longshore foot (ft) per year (yr.), from the 1997, 2005, and 2012 reports submitted by Coastal Sciences International, the 2023 report submitted by Moffatt & Nichol, and the 2023 PowerPoint presentation prepared by the Citizen. Data based on surveys from Florida DEP monuments R-7 to R-12, coinciding with the PEM test area, were used. These data were then used to create estimates of beach volume density (cy/ft) relative to 1998. The estimates of beach volume include the large nourishment projects in 1998 and 2011 (Coastal Sciences International, 2012), which placed sand directly on beaches in this area. The much smaller nourishment projects in 2008, which were within the Deerfield Beach groin field and the north end of the PEM Project section, as well as ongoing sand bypassing at Boca Raton Inlet, north of the Deerfield Beach groin field, are not shown. The results are in Figure 3.

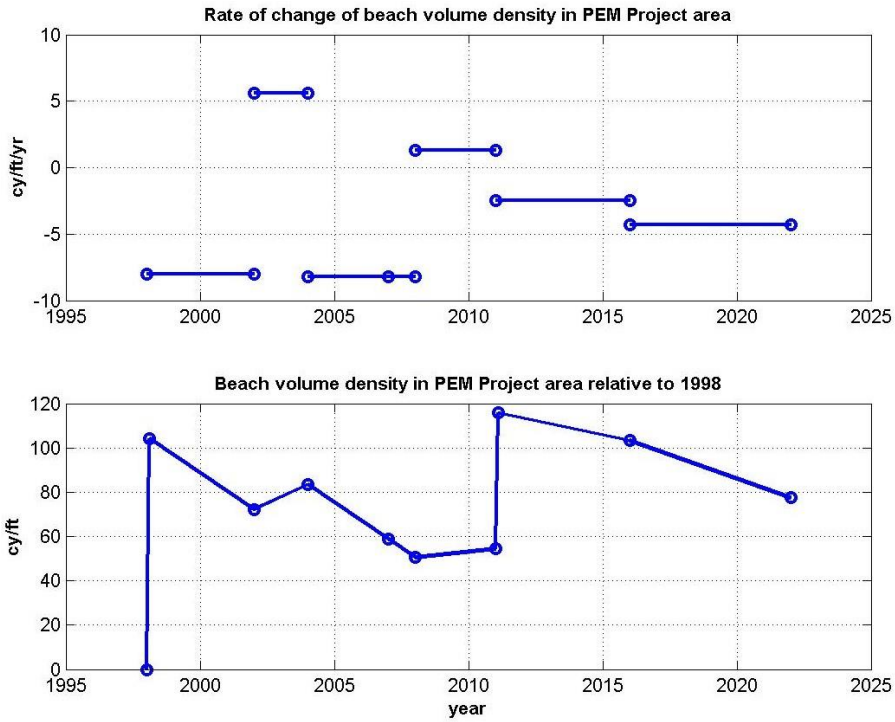


Figure 3. Estimates of the rate of change of beach volume density (top panel) and the beach volume density relative to 1998 (bottom panel). Data sources are summarized in the text. The symbols cy, ft, and yr. represent cubic yards, feet, and year, respectively. In the upper panel, positive values represent accretion, and negative values represent erosion. In the lower panel, the jumps in volume density in 1998 and 2011 result from beach nourishment projects. The PEM test period was 2008-2011.

Figure 3 indicates that Hillsboro Beach has been predominantly erosional since 1998, including periods following beach nourishment, as expected. However, there were two periods of beach accretion. The top panel indicates that the 2008-2011 PEM test was not the only accretional period, and it did not have the highest accretion rate. The bottom panel in Figure 3 highlights the beach response to the nourishment projects, showing that the response was not solely erosional. These results imply that the modest accretion that occurred during the PEM test is within the range of beach evolution experienced since 1998.

Woods Hole Group also contacted FDEP to enhance literature search (via Oculus) and to inquire about the regulatory process should the Town decide to proceed with a new installation. FDEP was extremely responsive, and offered to conduct an internal review of the prior project proceedings, compare with current prevailing regulations, and render an opinion on process forward. This would take about a month. It is not clear whether there is precedent for a project type that was reviewed previously as experimental, removed, and then proposed again. A key question to resolve is whether the project would be reviewed as a traditional shore protection solution, or as an experimental technology. Experimental project review would require more rigorous environmental impact assessment, about influence on project area and adjacent beaches plus potential ecological impacts to sea turtles and other sensitive resources. This would influence the overall scope and resources required to implement a project.

In summary:

- Widespread PEM use within the past decade is not apparent.
- A physics-based foundation for PEM does not appear to exist, and the quantitative, physics-based calculations that are available indicate that PEM has a negligible effect on groundwater elevations beneath beaches.
- PEM impacts are difficult to distinguish unambiguously from natural variability in the field experiments that have been reported in the literature, including the Hillsboro Beach test project.
- It is not known whether the brief, modest drawdown in groundwater elevation that was reported during the test project persisted or was sufficient to impact sediment transport and beach volume changes significantly.
- Design standards for passive beach drainage systems in general, and PEM in particular, do not appear to exist.
- Quantitative design calculations for the test project at Hillsboro Beach do not appear to be available.

6. Alternatives analysis

The alternatives considered in the present analysis are: (1) do not reinstall PEM, (2) reinstall PEM without additional information, and (3) gather additional information before deciding on PEM reinstallation. Alternative 3 could include one or more of the following:

a. Further analysis of historical changes at Hillsboro Beach based on existing beach survey data and aerial photographs.
b. Geological measurements beneath the beach to quantify the vertical structure of the hydraulic conductivity.
c. Existing or new measurements or model simulations of groundwater elevations in the onshore aquifer to determine the impact of the aquifer on the groundwater beneath the beach.
d. Model simulations of the response of the groundwater elevation beneath the beach with and without PEM to forcing by the onshore aquifer and the ocean tides, waves, and surge.
e. Estimates of the impact of reduced groundwater elevations on beach erosion and accretion using existing sediment transport parameterizations.

The present alternatives analysis considers only the technical likelihood of success or failure of a PEM reinstallation and the effort required to implement the alternative. The analysis results in a qualitative assessment of the likelihood of significant erosion mitigation by PEM, based on the factors considered. Table 2 summarizes the results.

Table 2. Alternatives analysis results.

Alternative	Likelihood of ultimate PEM success in significant erosion mitigation	Rationale for PEM success likelihood rating	PEM-related effort
1 Do not reinstall PEM	Zero	• Likelihood of PEM success is zero if PEM is not reinstalled	• None
2. Reinstall PEM without additional information	Low	• No quantitative physics-based foundation • Equivocal results of test projects at Hillsboro and elsewhere • Lack of recent widespread use • Lack of information to support informed design • Lack of quantitative design calculations	• Permitting • Installation • Maintenance • Monitoring
3. Gather additional information before deciding whether to reinstall PEM	Low to modest	• No quantitative physics-based foundation • Equivocal results of test projects at Hillsboro and elsewhere • Lack of recent widespread use • Lack of shared design standards	One or more of: • Analyze historical shoreline change data • Collect & analyze geological and geohydrological information • Calculate PEM performance

7. Recommendation

Considering the likelihood of technical success and the required effort, leaving other considerations aside, Woods Hole Group recommends Alternative 1: do not reinstall PEM.

The likelihood of success for Alternative 2 (reinstall PEM without additional information) is considered sufficiently low that it is not recommended.

The likelihood of ultimate PEM success at Hillsboro Beach that might result from Alternative 3 (gather additional information before deciding whether to reinstall PEM) is incrementally higher than for Alternative 2, but the likelihood is sufficiently low that Alternative 3 does not seem worth the required effort based on the information reviewed. A likely outcome of the required study is a decision not to reinstall PEM, based on a determination that PEM would not have a significant impact on erosion at Hillsboro Beach.

However, if the Town of Hillsboro Beach decides, considering all factors, that a fully informed decision on reinstallation is worth the required effort, then Alternative 3 could be pursued in a well-conceived follow-on study per recommended elements herein. In that case, we also recommend following up with DEP on their ability to determine regulatory scope for a new installation.

8. Closing

We hope that this technical memorandum meets your needs and those of the Town of Hillsboro. If you need additional information, please do not hesitate to contact us.

Sincerely,

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Appendix A: Acronym definitions

BDS	Beach Drainage Systems
DEP	Department of Environmental Protection
DOC	Depth of Closure
FSC	Functional Success Criteria
MHW	Mean High Water
NAVD	North American Vertical Datum
PEM	Pressure Equalization Modules

Appendix B: A chronology of the Hillsboro Beach test project

The following chronology has been compiled based on documents listed in Appendix C.

1. 2006-09-06. Permit application submitted on behalf of Town of Hillsboro Beach to Florida DEP by Coastal Engineering Consultants.
2. 2008-02-19. Groundwater wells installed by EcoShore International.
3. 2008-01-23. Permit issued by Florida DEP to applicant Town of Hillsboro Beach and agent Coastal Engineering Consultants.
4. 2008-02-29. PEM installation by EcoShore International completed. An installation report has not been made available to Woods Hole Group.
5. 2008-02. Beach survey.
6. 2008-06. Beach survey and monitoring report submitted by Sea Diversified.
7. 2008-09. Beach survey and monitoring report submitted by Sea Diversified.
8. 2008-11-04. Recovery of groundwater well sensors (termed Divers) by EcoShore International.
9. 2008-11. Groundwater wells installed by EcoShore International.
10. 2008-11-07. Independent Analysis of Volume Report, submitted to Town of Hillsboro Beach by Coastal Engineering Consultants, stating that PEM performance between March 2008 and September 2008 met the Functional Success Criteria.
11. 2008-12. Beach survey.
12. 2008-12-17-21. Recovery of groundwater well sensors (termed Divers) by EcoShore International.
13. 2009-03. Beach survey.
14. 2009-05-21. Independent Analysis of Volume Report, First Year Performance, submitted to Town of Hillsboro Beach by Coastal Engineering Consultants, stating that PEM performance between March 2008 and March 2009 did not meet the Functional Success Criteria.
15. 2009-07-13. Assessment of the Hillsboro Beach PEM Project, First Annual Report, prepared for Town of Hillsboro Beach and Florida DEP by Coastal Engineering Consultants, finding no adverse impacts in the project and control areas, accretion in the north control and project area, erosion in the south control, and no impacts on shorebirds and sea turtles, with a recommendation that the PEM be continued for a second year of monitoring.
16. 2009-07-22. Performance of the Hillsboro PEM Installation, Six Month and One Year Assessment: An Independent Evaluation, submitted by Robert G. Dean to Coastal Engineering Consultants, finding no discernable patterns which establish a positive or negative influence of the PEM, and recommending monitoring through the second year.
17. 2009-07-24. Ground water study 2008, Hillsboro Beach, submitted by EcoShore International, Inc.

18. 2009-08-12. 1-yr Post-Construction Monitoring memo, submitted to Joint Coastal Permit Compliance Officer, Florida DEP, by Bureau of Beaches and Coastal Systems, Florida DEP, documenting compliance shortcomings and finding that the PEM did not meet the Functional Success Criteria.
19. 2009-09. Survey.
20. 2009-11-25. 18-month PEM project report submitted to Joint Coastal Permit Compliance, Florida DEP, by EcoShore International. Documentation has not been provided to Woods Hole Group.
21. 2009-12-07. Assessment of the Hillsboro Beach PEM Project During the First Six Months of the Second Year Monitoring, submitted by Coastal Engineering Consultants to Florida DEP. Documentation has not been provided to Woods Hole Group.
22. 2009-12-16. Letter to EcoShore International from Coastal Engineering Consultants, following action by the Town of Hillsboro Commission on 2009-12-15, with notice to remove PEM system and monitoring equipment by 2009-12-31.
23. 2010-02. Survey.
24. 2010-03-25. 18-month Post-Construction Monitoring memo from Coastal Engineering Section, Florida DEP, to Joint Coastal Permit Compliance Officer, Florida DEP, stating that monitoring complies with requirements except for a missing groundwater survey report; the shoreline changes between the 12- and 18-month monitoring surveys were minor and within the limits of seasonal changes typically observed; the monitoring data does not indicate negative impacts in the project and control areas; and comments on marine turtle nesting and hatching were not provided.
25. 2010-06-28. Performance of the Hillsboro PEM Installation: An Independent Evaluation, submitted to Town of Hillsboro Beach by Robert G. Dean, finding "it is not possible to discern any positive or negative effect of the PEM installation … and if a stabilizing effect exists, it is indeed minor."
26. 2010-09-28. Email from Bureau of Beaches and Coastal Systems, Florida DEP, to Joint Coastal Permit Compliance, Florida DEP, stating that the Bureau staff and third-party review find that the project has been ineffective in addressing the coastal erosion problem, deferring to the Compliance Officer on implementation of Specific Condition 6, and noting that the recent Joint Coastal Permit for beach nourishment requires removal of the PEM.
27. 2010-10-18. Letter from Florida DEP to Mayor, Town of Hillsboro Beach, warning of possible violations and non-compliance. The letter notes that Coastal Engineering Consultants, Inc., terminated the project. DEP concurs with the third-party evaluation that the project has been ineffective and asks why the PEM has not been removed.
28. 2011-01-11. Letter from Mayor of Town of Hillsboro Beach to Whom It May Concern, confirming that the PEM has benefited the Town and met the success criteria in the contract and that the PEM did not cause any harmful effects to other sites, to the environment, or to visitors. Appendix A in Christensen & Gable (2018).
29. 2011-02. Survey.
30. 2011-02-01. Removal report submitted by Coastal Systems International to Bureau of Beaches and Coastal Systems, Florida DEP. Removal commenced 2011-01-24 and ended 2011-01-28.

Appendix C: Selected documents made available for the present study

The following documents were made available for the present study and have been renamed here for consistency. Documents considered less useful (e.g., email correspondence regarding meeting times) have not been included.

1. 2006-09-06 permit application cover letter.pdf
2. 2006-09-06 permit application.pdf

3. 2008-01-23 permit.pdf
4. 2008-02 survey data.xlsx
5. 2008-06 beach monitoring survey.pdf
6. 2008-06 survey data.xlsx
7. 2008-09 survey data.xlsx
8. 2008-11-07 CEC independent analysis of volume report.pdf
9. 2008-12 survey data.xlsx
10. 2009-03 survey data.xlsx
11. 2009-05-21 CEC independent analysis of volume report first year.pdf
12. 2009-07-13 CEC first annual report.pdf
13. 2009-07-22 third party six month and first year assessment.pdf
14. 2009-07-24 EcoShore groundwater study.pdf
15. 2009-08-12 BBCS 1 year post construction monitoring report.pdf
16. 2009-09 survey data xlsx
17. 2009-12-16 CEC notice to remove.pdf
18. 2010-02 survey data xlsx
19. 2010-03-25 BBCS 18-month post construction report.pdf
20. 2010-06-28 third party evaluation.pdf
21. 2010-09-28 BBCS to JCP memo.msg
22. 2010-10-18 warning letter & 2010-10-27 response.pdf
23. 2011-02 survey data.xlsx
24. 2011-02-01 CSI PEM removal report.pdf
25. 2023-10-16 citizen presentation.pdf
26. 2023-10-21 citizen answers to questions.docx
27. 2023-11-03 citizen explanation of observed groundwater mounding.pdf
28. 2023-11-03 citizen Hillsboro Beach PEM project_presentation_text.pdf

Appendix D: References

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2. Christensen, K., and F. Gable, 2018. Results of a 3-year beach erosion control project in Hillsboro Beach, Florida, utilizing pressure equalizing modules (PEM). 36th International Conference on Coastal Engineering (ICCE 2018), Volume 2, pages 1154-1162.
3. Coastal Systems International, Inc. 1997. Long Range Beach Renourishment Plan for Hillsboro Beach, Broward County, Florida. Technical Report. 85 pages.
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6. Dean, R. G., and Dalrymple, R. A. 2002. Coastal Processes with Engineering Applications. Cambridge University Press.
7. Fischione, P., D. Pasquali, D. Celli, C. Di Nucci, and M. D Risio, 2022. Beach drainage system: a comprehensive review of a controversial soft-engineering method. Journal of Marine Science and Engineering, 10, 145. https://doi.org/10.3390/jmse10020145

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9. Fredsoe, J., 2020. Field Test(s) with Passive Vertical Beach Drainage. Journal of Coastal Research, 311–317. https://www.jstor.org/stable/48639127
10. Housego, R., B. Raubenheimer, S. Elgar, S. Cross, C. Legner, and D. Ryan, 2021. Coastal flooding generated by ocean wave- and surge-driven groundwater fluctuations on a sandy barrier island. Journal of Hydrology, 603, 126920. https://doi.org/10.1016/j.jhydrol.2021.126920
11. Housego, R., B. Raubenheimer, S. Elgar, and M. Z. Wu, 2023. Hydraulic head fluctuations in an intermediate depth coastal surface aquifer. Journal of Hydrology, 625, 130017. https://doi.org/10.1016/j.jhydrol.2023.130017
12. Li, L., D. A. Barry, C. B. Pattiaratchi, and G. Masselink, 2002. BeachWin: modelling groundwater effects on swash sediment transport and beach profile changes. Environmental Modelling & Software, 17, 313-320.
13. Moffatt & Nichol, 2023. FEMA Hazard Mitigation Feasibility Study. Technical Report. 123 pages.
14. Paldor, A., N. Stark, M. Florence, B. Raubenheimer, S. Elgar, R. Housego, R. S. Fredericks, and H. A. Michael, 2022. Coastal topography and hydrogeology control critical groundwater gradients and potential beach surface instability during storm surges. Hydrol. Earth Syst. Sci., 26, 5987-6002. https://doi.org/10.5194/hess-26-5987-2022
15. Reedijk, B., A. van't Zelfde, J.-J. Pieterse, M. van Leeuwen, and J. R. Manaois, 2015. Results from the Dutch Ecobeach pilot project. Maritime Engineering, Volume 168, Issue 3, pages 134-141.
16. Turner, I. L., and S. P. Leatherman, 1997. Beach dewatering as a "soft" engineering solution to coastal erosion—a history and critical review. Journal of Coastal Research, Volume 13, Issue 4, pages 1050-1063.
17. Walstra, D. J. R., C. D. E. Briere, and L. M. Vonhogen-Peeters, 2014. Evaluating the PEM passive beach drainage system in a 4-year field experiment at Egmond (The Netherlands). Coastal Engineering, 93, 1-14. https://doi.org/10.1016/j.coastaleng.2014.07.002

TOWN OF HILLSBORO BEACH

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Agenda Item Cover Memo

Agenda Item: **Ordinance No. 2024-01 Water Rates Increase for Domestic Use and Irrigation Use.** **(First Reading)**
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING AN INCREASE TO THE WATER RATES CHARGED TO THE TOWN'S RESIDENTS; PROVIDING FOR AN AMENDMENT TO CHARTER 10 OF THE CODE OF ORDINANCES ENTITLED "WATER" BY SPECIFICALLY AMENDING SECTION 10-1 ENTITLED "WATER RATES"; PROVIDING FOR AN INCREASE OF 6.9% PERCENT FOR RESIDENTIAL DOMESTIC USE; PROVIDING FOR AN INCREASE OF 6.9% PERCENT FOR RESIDENTIAL IRRIGATION USE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

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

Agenda Date: **January 9, 2024**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:

1. Agenda Item - Water rate increase
2. ORD 01 - 1st reading
3. FY24 Water Fund Budget
4. Sample Calculation
5. CPI - June2023

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

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Agenda Item Cover Memo

Agenda Item: Proposed Increase to the Town's Water Rates
Submitting Dept.: Finance Department
Agenda Date: January 9, 2024

1. BACKGROUND/HISTORY

The Town is required to perform a water rate analysis each year. This is a compliance item established in the State Revolving loan documents.

The purpose of the analysis is to ensure there is sufficient revenue collected each year to cover the operating expenses, the loan payments and any future maintenance repairs to the Water system.

The most recent analysis determined that there potentially would insufficient revenue in the future to cover the operating and debt service requirements.

The shortfall is the result of several factors:

1.) The rising cost of material and supplies.
2.) Increase in Payroll costs and related Benefits.
3.) Loss of revenue from the Sprint lease.
4.) Volatility of Interest Income each year.

To prevent a shortfall, it is recommended that the Town's water rates be increased by 6.9%. This percent was based on the June 2023 consumer price index.

2. FINANCIAL IMPACT

The 6.9% rate increase would generate approximately $100,000 in additional revenue each year.

3. RECOMENDATION

It is Staff's recommendation that the Town increase both the base and tired water rates by 6.9%.

Attachments:
1) Consumer Price Index, Miami, Fort Lauderdale-West Palm Beach – June 2023
2) Sample Calculation of Monthly Bills with Increase.

ORDINANCE NO. 2024-02

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING AN INCREASE TO THE WATER RATES CHARGED TO THE TOWN'S RESIDENTS; PROVIDING FOR AN AMENDMENT TO CHARTER 10 OF THE CODE OF ORDINANCES ENTITLED "WATER" BY SPECIFICALLY AMENDING SECTION 10-1 ENTITLED "WATER RATES"; PROVIDING FOR AN INCREASE OF 6.9% PERCENT FOR RESIDENTIAL DOMESTIC USE; PROVIDING FOR AN INCREASE OF 6.9% PERCENT FOR RESIDENTIAL IRRIGATION USE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town has requested and received a cost analysis relative to the improvement, replacement, and upgrade to the Town's existing water distribution system; and

WHEREAS, in order to ensure the Town's financial ability to expend funds necessary to maintain the integrity of the Town's water distribution system, the Town Commission has received and considered the recommendation of the Town Manager to increase water rates.

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

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

SECTION 2. Chapter 10 of the Town's Code of Ordinances entitled "Water" is amended by specifically amending Section 10-1, entitled "Water Rates" as follows:

(A) The following schedule of water consumption / billing rates shall be in full force and effect at the date of the first customer billing, subsequent to the effective date of this section:

	Domestic	Irrigation
Base		
Single	~~$24.00~~ $25.66	$0.00
Multi	~~$15.00~~ $16.04	$0.00
Usage		
Up to 2,000 gallons	$0.00	~~$4.32~~ $4.62
Over 2,000 up to 9,000 gallons	~~$3.47~~ $3.71	~~$4.32~~ $4.62
Over 9,000 up to 17,000 galloons	~~$4.27~~ $4.56	~~$4.32~~ $4.62
Over 17,000 gallons	~~$4.97~~ $5.31	~~$5.02~~ $5.37

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 the 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 adoption by the Town Commission of the Town of Hillsboro Beach.

PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, ON FIRST READING, THIS _____DAY OF _____, 2024.

PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, ON SECOND AND FINAL READING, THIS _____DAY OF _____, 2024.

TOWN OF HILLSBORO BEACH, FLORIDA

_____
Irene Kirdahy, Mayor

ATTEST:

By: _____
Sherry D. Henderson, CMC Town Clerk

APPROVED AS TO FORM:

_____
Donald J. Doody, Town Attorney

Town of Hillsboro Beach
Fiscal Year 2024 Budget

Water Fund - Operations
(Budget Details)

Description	FY 2022	FY 2023			FY 2024		
	Actual	Annual Budget	Forecast	Variance Fav/(Unfav)	Annual Budget	Incr. Over Budget	% Incr. Budget
FUNDING							
Revenue							
Base Water Fees	$ 471,852	$ 472,000	$ 472,274	$ 274	$ 472,300	$ 300	0.1%
Usage Water Fees	871,269	848,690	903,429	54,739	907,946	59,256	7.0%
Water Service Revenue	**1,343,121**	**1,320,690**	**1,375,703**	**55,013**	**1,380,246**	**59,556**	**4.5%**
WATER MISCELLANEOUS							
Miscellaneous Revenues	9,956	7,500	5,469	(2,031)	7,500	-	0.0%
Sprint Spectrum Cell Tower	42,824	-	-	-	-	-	N/A
T-Mobile Cell Tower	34,991	35,812	23,864	(11,948)	37,244	1,432	4.0%
Hillsboro Inlet	6,000	6,000	4,000	(2,000)	6,000	-	0.0%
Interest	13,233	20,000	15,802	(4,198)	25,000	5,000	25.0%
Net Incr / (Decr) In FMV-Invest	-	(5,000)	-	5,000	(5,000)	-	0.0%
Total Other Revenue	**107,004**	**64,312**	**49,136**	**(15,176)**	**70,744**	**6,432**	**10.0%**
						-	
Total Revenue	**1,450,125**	**1,385,002**	**1,424,839**	**39,837**	**1,450,990**	**65,988**	**4.8%**
Use / (Add To) Net Assets	**-**	**-**	**(162,610)**	**(162,610)**	**-**	**-**	**N/A**
Total Funding	**1,450,125**	**1,385,002**	**1,262,229**	**(122,773)**	**1,450,990**	**65,988**	**4.8%**
EXPENSES							
Expense							
Personal Services							
Salaries	353,373	372,190	360,659	11,531	402,534	30,344	8.2%
Overtime	25,634	25,000	28,477	(3,477)	30,000	5,000	20.0%
Sick Leave Cash Out	6,867	5,745	13,320	(7,575)	13,069	7,324	127.5%
Longevity Pay	-	-	-	-	1,556	1,556	N/A
Vacation Leave Cash Out	16,813	17,235	13,931	3,304	16,119	(1,116)	-6.5%
FICA	30,255	30,824	32,778	(1,954)	35,441	4,617	15.0%
Florida Retirement System	41,907	50,042	53,472	(3,430)	71,749	21,707	43.4%
Health and Life Insurance	54,110	64,363	60,004	4,359	73,880	9,517	14.8%
Workers' Comp Insurance	10,030	12,413	10,859	1,554	16,982	4,569	36.8%
Unemployment Compensation	-	500	-	500	500	-	0.0%
Total Personal Services	**538,989**	**578,312**	**573,499**	**4,813**	**661,829**	**83,517**	**14.4%**

Town of Hillsboro Beach
Fiscal Year 2024 Budget

Water Fund - Operations
(Budget Details)

Description	FY 2022	FY 2023			FY 2024		
	Actual	Annual Budget	Forecast	Variance Fav/(Unfav)	Annual Budget	Incr. Over Budget	% Incr. Budget
Operating Expenses							
Audit Services	8,708	16,500	16,500	-	16,500	-	0.0%
Contracts - Other Services	-	750	750	-	750	-	0.0%
Postage	443	1,000	1,000	-	1,000	-	0.0%
Telephone Service	7,860	7,800	8,309	(509)	8,500	700	9.0%
Electricity	64,221	58,750	66,664	(7,914)	74,663	15,913	27.1%
Liability and Property Insurance	43,538	51,329	48,009	3,320	98,419	47,090	91.7%
Maint - Distribution System	4,698	7,500	7,500	-	7,500	-	0.0%
Maint - Bldgs / Grounds	8,479	15,000	15,000	-	15,000	-	0.0%
Maint - SCADA system	55	10,000	10,000	-	10,000	-	0.0%
Repair & Maint - Equip	33,887	32,000	32,000	-	32,000	-	0.0%
Tools and Equipment	1,112	1,000	1,000	-	1,000	-	0.0%
Advertising	-	1,000	1,000	-	1,000	-	0.0%
Licenses & Permits	2,777	5,400	5,400	-	5,400	-	0.0%
Office Supplies	1,349	1,500	1,500	-	1,500	-	0.0%
Computer Expense	5,022	6,500	6,500	-	6,500	-	0.0%
Uniform Supplies	6,822	6,000	6,356	(356)	7,100	1,100	18.3%
Fuel and Oil	5,563	6,500	4,429	2,071	6,500	-	0.0%
Sand Change	8,173	10,000	10,000	-	13,000	3,000	30.0%
Filter Sand Excavation	17,500	17,500	-	17,500	-	(17,500)	-100.0%
Chemicals - Water Treatment	102,127	85,000	85,000	-	116,000	31,000	36.5%
Lab Test Analysis & Supplies	7,292	9,000	9,000	-	11,800	2,800	31.1%
Subscriptions and Memberships	2,456	2,645	2,645	-	2,645	-	0.0%
Contingency	24,797	113,848	10,000	103,848	12,215	(101,633)	-89.3%
Total Operating Expenses	**356,879**	**466,522**	**348,562**	**117,960**	**448,993**	**(17,529)**	**-3.8%**
Net Operating Income	**895,868**	**1,044,834**	**922,061**	**(113,148)**	**1,110,822**	**65,988**	**6.3%**
Total Expenses Before Trf. Out	**895,868**	**1,044,834**	**922,061**	**122,773**	**1,110,822**	**65,988**	**6.3%**
Transfer Out							
To General Fund	50,000	50,000	50,000	-	50,000	-	0.0%
To Water Debt Service	403,996	290,168	290,168	-	290,168	-	0.0%
To Water CIP	37,134	-	-	-	-	-	N/A
Total Transfer Out	**491,130**	**340,168**	**340,168**	**-**	**340,168**	**-**	**0.0%**
Total Expenses	**1,386,998**	**1,385,002**	**1,262,229**	**122,773**	**1,450,990**	**65,988**	**4.8%**
Funding Over/(Under) Exp	**$ 63,127**	**$ -**	**$ -**	**$ (0)**	**$ -**	**$ -**	**N/A**

WATER FUND – PROPOSED RATE INCREASE (6.9%)

Sample Calculation of Monthly Bills (with increase)

Single-Family

Quantity	Current	Proposed	Change	% Change
10,000	$51.99	$55.58	$3.59	6.91%
25,000	$120.28	$128.58	$8.30	6.90%
50,000	$242.00	$258.73	$16.73	6.91%
100,000	$485.53	$519.03	$33.50	6.90%

Multi-Family – 25 Units

Quantity	Current	Proposed	Change	% Change
100,000	$545.00	$582.61	$37.61	6.90%
150,000	$715.00	$764.34	$49.34	6.90%
175,000	$800.00	$855.20	$55.20	6.90%
200,000	$885.00	$946.07	$61.07	6.90%

Irrigation

Quantity	Current	Proposed	Change	% Change
50,000	$231.94	$247.94	$16.00	6.90%
75,000	$353.69	$378.09	$24.40	6.90%
100,000	$475.44	$508.25	$32.81	6.90%
125,000	$597.19	$638.40	$41.21	6.90%

Consumer Price Index, Miami-Fort Lauderdale-West Palm Beach – June 2023: 6.90%

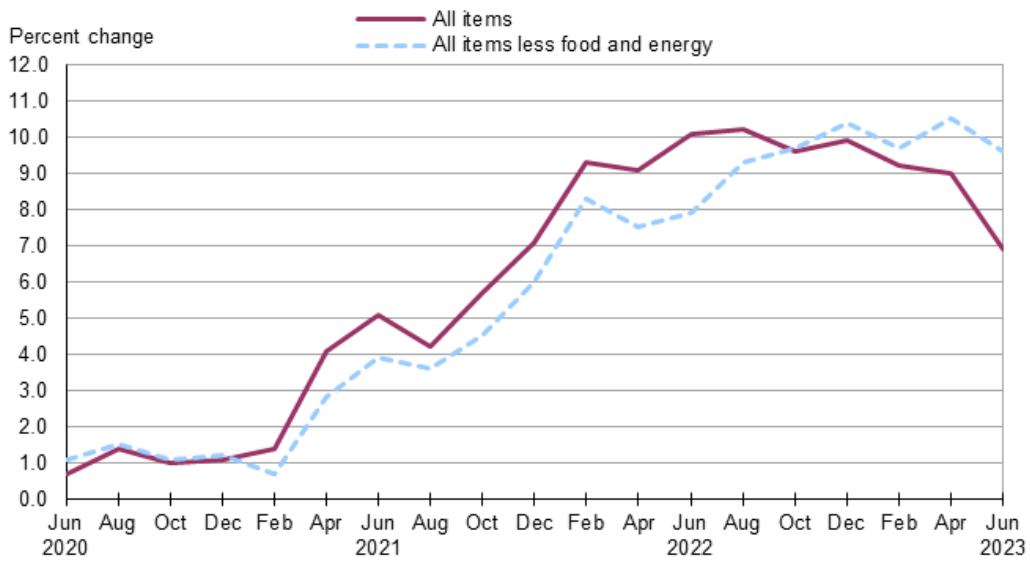
Consumer Price Index, Miami-Fort Lauderdale-West Palm Beach — June 2023

Area prices up 6.9 percent over the past 12 months

The Consumer Price Index for All Urban Consumers (CPI-U) for Miami-Fort Lauderdale-West Palm Beach rose 0.5 percent from April to June, the U.S. Bureau of Labor Statistics reported today. Regional Commissioner Victoria G. Lee noted that the index for all items less food and energy index increased 1.0 percent over the bi-monthly period. The energy index fell 4.5 percent from April to June, while the food index edged up 0.2 percent. (Data in this report are not seasonally adjusted. Accordingly, bi-monthly changes may reflect the impact of seasonal influences.)

The all items CPI-U advanced 6.9 percent for the 12 months ending in June. (See chart 1 and table A.) The index for all items less food and energy advanced 9.6 percent over the year. The energy index fell 14.2 percent over the past year, while the food index continued to increase over the past 12 months, up 6.7 percent. (See table 1.)

Chart 1. Over-the-year percent change in CPI-U, Miami-Fort Lauderdale-West Palm Beach, FL, June 2020–June 2023



Source: U.S. Bureau of Labor Statistics.

View Chart Data

News Release Information

23-1557-ATL
Wednesday, July 12, 2023

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Related Links

CPI Charts

Food

The food index rose 0.2 percent from April to June, reflecting a 1.3-percent increase in the food away home index. In contrast, the food at home index declined 0.1 percent over the bi-monthly period.

The food index advanced 6.7 percent for the 12 months ending in June, led by a 5.7-percent increase in the food at home index as all six major grocery store food groups indexes increased. The food away from home index also continued to increase over the past year, up 9.1 percent.

Energy

The energy index declined 4.5 percent from April to June, reflecting decreases in the gasoline (-5.4 percent) and electricity (-3.6 percent) indexes. The natural gas index increased 5.0 percent over the bi-monthly period.

The energy index fell 14.2 percent for the 12 months ending in June, primarily due to a 28.6-percent drop in the gasoline index. In contrast, the electricity and natural gas indexes increased over the past year, up 15.3 percent and 11.5 percent, respectively.

All items less food and energy

The index for all items less food and energy rose 1.0 percent from April to June, led by a 1.5-percent increase in the shelter index. Within shelter, owners' equivalent rent increased 1.8 percent over the bi-monthly period and rent of primary residence increased 1.7 percent. The used cars and trucks index was also among the notable components to increase from April to June, up 4.5 percent. Household furnishings and operations was among the indexes to decline over the two month period, down 3.8 percent.

The index for all items less food and energy advanced 9.6 percent for the 12 months ending in June. Shelter (+16.0 percent) was the largest contributor as owners' equivalent (+16.4 percent) and rent of primary residence (+17.0 percent) continued to increase over the past year.

Table A. Miami-Fort Lauderdale-West Palm Beach, FL, CPI-U 2-month and 12-month percent changes, all items index, not seasonally adjusted

Month	2019		2020		2021		2022		2023	
	2-month	12-month	2-month	12-month	2-month	12-month	2-month	12-month	2-month	12-month
February	1.0	1.2	0.4	1.4	0.8	1.4	2.8	9.3	2.1	9.2
April	0.8	2.2	-1.0	-0.5	1.6	4.1	1.5	9.1	1.4	9.0
June	-0.5	1.2	0.7	0.7	1.6	5.1	2.5	10.1	0.5	6.9
August	0.4	1.9	1.0	1.4	0.2	4.2	0.4	10.2		
October	0.4	1.5	0.1	1.0	1.5	5.7	0.9	9.6		
December	-0.2	2.0	-0.2	1.1	1.2	7.1	1.4	9.9		

The Miami-Fort Lauderdale-West Palm Beach Consumer Price Index for August 2023 is scheduled to be released on Wednesday, September 13, 2023, at 8:30 a.m. (ET).

Technical Note

The Consumer Price Index (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Bureau of Labor Statistics publishes CPIs for two population groups: (1) a CPI for All Urban Consumers (CPI-U) which covers approximately 93 percent of the total population and (2) a CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers 29 percent of the total population. The CPI-U includes, in addition to wage earners and clerical workers, groups such as professional, managerial, and technical workers, the self-employed, short-term workers, the unemployed, and retirees and others not in the labor force.

The CPI is based on prices of food, clothing, shelter, and fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. Each month, prices are collected in 75 urban areas across the country from about 6,000 housing units and approximately 22,000 retail establishments—department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments. All taxes directly associated with the purchase and use of items are included in the index.

The index measures price changes from a designated reference date; for most of the CPI-U the reference base is 1982-84 equals 100. An increase of 7 percent from the reference base, for example, is shown as 107.000. Alternatively, that relationship can also be expressed as the price of a base period market basket of goods and services rising from $100 to $107. For further details see the CPI home page on the Internet at www.bls.gov/cpi and the CPI section of the BLS Handbook of Methods available on the internet at www.bls.gov/opub/hom/cpi/.

In calculating the index, price changes for the various items in each location are averaged together with weights that represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. Because the sample size of a local area is smaller, the local area index is subject to substantially more sampling and other measurement error than the national index. In addition, local indexes are not adjusted for seasonal influences. As a result, local area indexes show greater volatility than the national index, although their long-term trends are quite similar. **NOTE: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.**

The **Miami-Fort Lauderdale-West Palm Beach, FL,** Core Based Statistical Area covered in this release is comprised of Broward, Miami-Dade, and Palm Beach Counties in Florida.

Information in this release will be made available to sensory impaired individuals upon request. Voice phone: (202) 691-5200; Telecommunications Relay Service: 7-1-1.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods
Miami-Fort Lauderdale-West Palm Beach, FL (1982-84=100 unless otherwise noted)

Item and Group	Indexes			Percent change from-		
	Apr. 2023	May 2023	Jun. 2023	Jun. 2022	Apr. 2023	May 2023
Expenditure category						
All Items	333.592	-	335.270	6.9	0.5	-
All items (November 1977=100)	537.705	-	540.408	-	-	-
Food and beverages	317.400	-	318.688	6.4	0.4	-
Food	325.908	-	326.689	6.7	0.2	-
Food at home	308.809	308.426	308.360	5.7	-0.1	0.0
Cereals and bakery products	401.202	393.729	395.155	8.9	-1.5	0.4
Meats, poultry, fish, and eggs	301.221	300.115	303.857	3.8	0.9	1.2
Dairy and related products	270.317	266.137	268.668	6.5	-0.6	1.0
Fruits and vegetables	336.395	333.951	341.755	3.1	1.6	2.3
Nonalcoholic beverages and beverage materials(1)	300.994	310.616	299.778	8.8	-0.4	-3.5
Other food at home	264.253	265.899	260.492	6.2	-1.4	-2.0
Food away from home	354.214	-	358.727	9.1	1.3	-
Alcoholic beverages	214.966	-	220.446	-1.5	2.5	-
Housing	372.496	-	375.268	14.1	0.7	-
Shelter	431.182	433.760	437.498	16.0	1.5	0.9
Rent of primary residence	428.894	432.227	436.230	17.0	1.7	0.9
Owners' equiv. rent of residences(2)	434.069	437.951	441.827	16.4	1.8	0.9
Owners' equiv. rent of primary residence(2)	434.069	437.951	441.827	16.4	1.8	0.9
Fuels and utilities	241.280	-	234.408	11.8	-2.8	-
Household energy	216.377	209.922	208.608	13.9	-3.6	-0.6
Energy services	212.981	206.964	205.549	15.2	-3.5	-0.7
Electricity	208.983	202.839	201.450	15.3	-3.6	-0.7
Utility (piped) gas service	229.304	242.167	240.742	11.5	5.0	-0.6
Household furnishings and operations	196.252	-	188.813	-3.6	-3.8	-

Footnotes
(1) Index is on a November 1977=100 base.
(2) Index is on a November 1982=100 base.
(3) Indexes on a December 1997=100 base.
(4) Special index based on a substantially smaller sample.
(5) Indexes on a December 1993=100 base.

- Data not available.
NOTE: Index applies to a month as a whole, not to any specific date. Data not seasonally adjusted.

Item and Group	Indexes			Percent change from-		
	Apr. 2023	May 2023	Jun. 2023	Jun. 2022	Apr. 2023	May 2023
Apparel	151.809	-	156.288	10.3	3.0	-
Transportation	276.999	-	275.962	-6.6	-0.4	-
Private transportation	287.271	-	288.520	-6.7	0.4	-
New and used motor vehicles(3)	133.010	-	136.819	-0.9	2.9	-
New vehicles(1)	284.945	-	285.583	3.4	0.2	-
Used cars and trucks(1)	404.451	-	422.673	-6.0	4.5	-
Motor fuel	323.671	317.235	306.178	-28.6	-5.4	-3.5
Gasoline (all types)	320.076	313.719	302.861	-28.6	-5.4	-3.5
Unleaded regular(4)	316.954	310.336	299.138	-29.0	-5.6	-3.6
Unleaded midgrade(4)(5)	310.592	307.174	298.206	-26.4	-4.0	-2.9
Unleaded premium(4)	332.957	328.612	320.832	-25.4	-3.6	-2.4
Medical Care	602.063	-	610.032	-0.6	1.3	-
Recreation(3)	133.594	-	134.092	1.8	0.4	-
Education and communication(3)	134.047	-	133.428	6.1	-0.5	-
Tuition, other school fees, and child care(1)	1,085.611	-	1,112.890	4.6	2.5	-
Other goods and services	456.722	-	456.357	8.9	-0.1	-
Commodity and service group						
All Items	333.592	-	335.270	6.9	0.5	-
Commodities	244.724	-	244.439	-2.7	-0.1	-
Commodities less food & beverages	201.331	-	200.447	-7.4	-0.4	-
Nondurables less food & beverages	242.808	-	239.498	-11.9	-1.4	-
Durables	158.801	-	159.530	-1.3	0.5	-
Services	401.554	-	404.611	11.8	0.8	-
Special aggregate indexes						
All items less medical care	321.744	-	323.203	7.5	0.5	-
All items less shelter	282.616	-	281.723	0.7	-0.3	-
Commodities less food	202.353	-	201.722	-7.2	-0.3	-
Nondurables	282.386	-	281.314	-3.3	-0.4	-
Nondurables less food	240.743	-	238.241	-11.5	-1.0	-
Services less rent of shelter(2)	368.283	-	366.257	4.9	-0.6	-
Services less medical care services	383.338	-	386.318	13.0	0.8	-
Energy	264.744	258.189	252.789	-14.2	-4.5	-2.1
All items less energy	341.681	-	344.712	9.2	0.9	-
All items less food and energy	344.365	-	347.702	9.6	1.0	-

Footnotes
(1) Index is on a November 1977=100 base.
(2) Index is on a November 1982=100 base.
(3) Indexes on a December 1997=100 base.
(4) Special index based on a substantially smaller sample.
(5) Indexes on a December 1993=100 base.

- Data not available.
NOTE: Index applies to a month as a whole, not to any specific date. Data not seasonally adjusted.

Last Modified Date: Wednesday, July 12, 2023

U.S. BUREAU OF LABOR STATISTICS Southeast Information Office Suite 7T50 61 Forsyth St., S.W. Atlanta, GA 30303

Telephone:1-404-893-4222 www.bls.gov/regions/southeast Contact Southeast Region

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: **Ordinance No. 2024-02 Accessory Uses (First Reading)**
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER 12 ENTITLED "LAND DEVELOPMENT CODE", BY SPECIFICALLY AMENDING ARTICLE VI ENTITLED "RM-16 MULTIPLE FAMILY DWELLING RESIDENTIAL DISTRICT REGULATIONS (WITH 3-STORY MAXIMUM LIMIT)" BY AMENDING SECTION 12-141 ENTITLED "USE REGULATIONS"; PROVIDING FOR THE IDENTIFICATION OF PRIVATE AMENITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

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

Agenda Date: **January 9, 2024**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:
1. Staff Report (ORD 2024-02) RM-16 Accessory Use code changes Final
2. 02 - Accessory Uses (1st Reading 1-9-2024)

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: James Hickey, Planning Consultant
DATE: January 9, 2024
SUBJECT: Code Amendments, regarding Accessory Uses Within the RM-16 multiple-family dwelling residential district with 3-story maximum limit

The attached land development code amendment proposes to add additional regulations regarding private amenity uses in multi-family dwelling developments. This would only to the RM-16 multi-family dwelling zoning district.

Background:

Section 12-141 of the Town's land development code regulates the uses permitted in multi-family dwelling developments within the RM-16 zoning district. The uses include 'accessory structures' which are generally any structures other than the primary residential building (e.g. pools, gyms, laundry, spa, carports, etc.). The itemized list of such structures dates originally to the founding of the zoning code for the multi-family districts, and thus does not necessarily reflect the full breadth of accessory structures and uses proposed for current developments and redevelopments.

Analysis:

As new proposals for rehabilitation or redevelopment for multi-family dwellings, proposed site plans are including private amenities that go beyond a pool/spa and meeting rooms commonly found in structures built decades ago. Among these private amenities are common-area food service facilities, such as kitchens, bars, and dining facilities, expanded fitness and spa facilities, small shops and guest rooms which would only serve residents of the development. These types of uses are not specifically called out within the Town's Zoning regulations. For this reason, the attached ordinance would detail what types of private amenities would be allowed within the RM-16 Zoning District.

The nature of spaces within a multi-family dwelling structure that are akin to a restaurant, bar, spa, or fitness center must remain for the sole use of the residents of the multi-family development, under the regulations of the residential zoning district. The Town code does not permit public commercial facilities to be included in any of the residential zoning districts. With the inclusion of these particular facilities as uses accessory to the residential structures proposed, Town staff wants to ensure these facilities, if permitted by the Town Commission, to become publicly utilized establishments. Within the new language proposed, if a development wishes to have private amenities, the Town would require the applicant to proffer a restrictive covenant which would list the type of amenities and ensure these facilities remain private and not public.

Recommendation:

The Town consultant planner recommends consideration of this code amendment language, which would regulate accessory use facilities not specifically stated in the Town code.

ORDINANCE NO. 2024-02

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER 12 ENTITLED "LAND DEVELOPMENT CODE", BY SPECIFICALLY AMENDING ARTICLE VI ENTITLED "RM-16 MULTIPLE FAMILY DWELLING RESIDENTIAL DISTRICT REGULATIONS (WITH 3-STORY MAXIMUM LIMIT)" BY AMENDING SECTION 12-141 ENTITLED "USE REGULATIONS"; PROVIDING FOR THE IDENTIFICATION OF PRIVATE AMENITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission hereby finds it is in the best interest of the Town to amend the Town Code of Ordinances, by amending Chapter 12 entitled "Land Development Code"; 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 are hereby made a part of this Ordinance.

Section 2. Chapter 12 entitled "Land Development Code" of the Code of Ordinances is hereby amended by specifically amending ARTICLE VI entitled "RM-16 Multiple Family Dwelling Residential District Regulations (With 3-Story Maximum Limit)" by amending Section 12-141 Entitled "Use Regulations" as follow:

ARTICLE VI. RM-16 MULTIPLE FAMILY DWELLING RESIDENTIAL DISTRICT REGULATIONS (WITH 3-STORY MAXIMUM LIMIT)

Sec. 12-140. In general.

The regulations set forth in this article, or set forth elsewhere in this chapter, or when referred to in this article, are the district regulations in the RM-16 Multiple-Family Dwelling Residential District.

Sec. 12-141. Use regulations.

A building or premises shall be used only for the following purposes.

(A) *Uses permitted.*

(1) Any use permitted in RS-2 Single-Family Residential District.

(2) Multiple-Family Residential Dwellings as hereinafter described in this article.

(B) *Uses accessory to multiple-family residential dwellings.*

(1) *Accessory structures.* Accessory structures within the RM-16 Multiple-Family Dwelling Residential District shall be limited to free standing shade structures within a pool deck (cabanas, gazebo, tiki huts, trellises, pergolas), decks, patios, carports, sauna units, hot tubs, gym and spa buildings, athletic play areas, and recreational equipment.

(a) No such accessory structures shall be permitted within the minimum required side yard.

(b) Freestanding shade structures shall be open on all sides, no greater than twelve (12) feet in height as measured from the ground to the top of the structure and shall be limited in size to a maximum of three hundred (300) gross square feet in area. For lots having a width greater than two hundred (200) feet along State Highway A1A, an additional one hundred (100) square feet of freestanding shade structures shall be permitted for every one hundred (100) feet of additional lot width.

(c) Carports shall have minimum front yard setback of fifteen (15) feet from the property line, and a maximum height of ten (10) feet, and shall be open on all sides, except for when attached to the principal building.

(d) Hot tub and spa structures shall provide a ten (10) foot rear yard setback.

(e) Laundry and vending machines, sauna units and sewage treatment facilities: Shall be fully enclosed within the main building, or in the enclosed garage or parking areas.

(f) Gyms and other habitable structures are not permitted within the minimum required side yard.

(2) *Recreational uses.* Recreational uses or requirements to multiple-family residential dwellings, including, but not limited to, swimming pools, tennis courts, ~~golf courses~~, putting greens and shuffle boards may be placed outside the main building in accordance with restrictions elsewhere defined.

(3) *Private amenities*. Private amenities are permitted as accessory uses in multiple-family residential dwellings. Private amenities shall be located in the main building and may include kitchens, bars, and other food service facilities (including the sale of alcoholic beverages), dining rooms, fitness and spa facilities, convenience and sundry shops, and guest rooms. All deliveries and trash removal for these amenities shall be located within self-contained and enclosed areas within the main building or parking structures. The applicant for such private amenity accessory use(s) shall proffer a restrictive covenant in a form acceptable to the Town Attorney that shall limit the accessory use to residents of the multiple-family dwelling and their guests and shall not be open to the public.

(4~~3~~) *Limitation of their use.* All uses accessory to multiple-family residential dwellings shall be for the sole use of the occupants and their guests.

(C) *Docks and piers.*

(1) Intracoastal Waterway docks and mooring facilities shall not extend closer than 15 feet to any other residentially zoned property.

(2) Dock and mooring facilities shall not be higher than 2 feet above the top of the adjoining seawall, or the established grade of the seawall if none exists, except that mooring piles may exceed this height. Further, on waterways under the jurisdiction of the U.S. Army Corps of Engineers, the permissible projection into the Intracoastal Waterway shall be determined by that organization.

* * *

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 __DAY OF _____ 2024.

ASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, ON SECOND AND FINAL READING, THIS ____DAY OF _____, 2024.

TOWN OF HILLSBORO BEACH, FLORIDA

_____
Irene Kirdahy, Mayor

ATTEST:

By: _____
Sherry D. Henderson, CMC
Town Clerk

APPROVED AS TO FORM:

_____
Donald J. Doody, Town Attorney

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item:	Approval of Amendment for State Revolving Loan Agreement (DW062610)
Submitting Dept.:	Finance Department
Agenda Date:	January 9, 2024

1. BACKGROUND/HISTORY

Issue Statement: The State Revolving Loan for the Water Main Project requires a final amendment to reduce the loan amount and annual payments.

History: The current payments are based on a total project cost of $7,106,008; however, only $6,753,601 of that total was necessary to complete the project. An amendment to the agreement is required to adjust the amount and reduce the annual payments.

2. CURRENT ACTIVITY

The final amendment will adjust the project costs from $7,106,008 to $6,753,601, a reduction of $352.407.

A breakdown of the final project costs is included on page 2 of the attached amendment.

If this amendment is approved, the annual payments will change from $407,450 to $378,224.

3. FINANCIAL IMPACT

The annual loan payments will decrease by $29,226.

4. RECOMENDATION

The recommendation by staff is to approve the (FINAL) loan amendment.

Attachments: State Revolving Loan Amendment.

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

Phone: (954) 427-4011
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Agenda Item Cover Memo

Agenda Item: Approval of Amendment for State Revolving Loan Agreement (DW062610)
Submitting Dept.: Finance Department
Agenda Date: January 9, 2024

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History: The current payments are based on a total project cost of $7,106,008; however, only $6,753,601 of that total was necessary to complete the project. An amendment to the agreement is required to adjust the amount and reduce the annual payments.

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If this amendment is approved, the annual payments will change from $407,450 to $378,224.

3. FINANCIAL IMPACT

The annual loan payments will decrease by $29,226.

4. RECOMENDATION

The recommendation by staff is to approve the (FINAL) loan amendment.

Attachments:

1) State Revolving Loan Amendment.
2) Amortization Schedule Report
3) Resolution

RESOLUTION NO. 2024-01

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE THE STATE REVOLVING FUND AMENDMENT 3 TO LOAN AGREEMENT DW062610 FOR THE TOWN OF HILLSBORO BEACH; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve and authorize the appropriate Town officials to execute the State Revolving Fund Amendment 3 to Loan Agreement DW062610 for the Town of Hillsboro Beach,

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

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

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida, hereby approves and authorizes the appropriate Town officials to execute the State Revolving Fund Amendment 3 to Loan Agreement DW062610 for the Town of Hillsboro Beach; a copy of the Amendment is attached hereto as Exhibit "A".

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

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

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

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 _____ 2024.

TOWN OF HILLSBORO BEACH, FLORIDA

_____
Irene Kirdahy, Mayor

ATTEST:

_____
Sherry D. Henderson, CMC
Town Clerk

{00590895.2 1182-0606490 }

STATE REVOLVING FUND
AMENDMENT 3 TO LOAN AGREEMENT DW062610
TOWN OF HILLSBORO BEACH

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

The Department and the Project Sponsor entered into a State Revolving Fund Loan Agreement, Number DW062610, as amended, authorizing a Loan amount of $7,106,008, excluding Capitalized Interest; and

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

Certain provisions of the Agreement need to be revised.

The Parties hereto agree as follows:

1. The total amount awarded is reduced by $352,407. The revised total amount awarded is $6,753,601.

2. The Loan Service Fee is $135,072. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of $6,753,601.

3. The total amount of the Loan is $6,904,266.18. This consists of $6,753,601.00 disbursed to the Project Sponsor, plus accrued Capitalized Interest of $15,593.18 and service fee charges of $135,072.00.

4. The total amount remaining to repay, which amount accounts for the Department's receipt of 10 Semiannual Loan Payments is $5,224,199.27, consisting of unpaid principal of the Loan of $5,089,127.27 and an unpaid service fee charge of $135,072.00.

5. The Semiannual Loan Payment amount, adjusted to account for repayments received to date, is hereby revised and shall be in the amount of $189,112.36. Such payments shall be received by the Department on May 15, 2024 and semiannually thereafter on November 15 and May 15 of each year until all amounts due hereunder have been fully paid.

6. Subsection 2.03(1) of the Agreement is deleted and replaced as follows:

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

State Resources Awarded to the Project Sponsor Pursuant to this Agreement Consist of the Following:					
State Program Number	Funding Source	CSFA Number	CSFA Title or Fund Source Description	Funding Amount	State Appropriation Category
Original Agreement	Drinking Water Revolving Loan TF	37.076	Drinking Water Facility Construction	$6,753,601	140129

7. Project Costs are revised as follows:

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

CATEGORY	PROJECT COSTS ($)
Administrative Allowance	37,217.00
Engineering Allowance	396,986.00
Construction and Demolition	6,302,048.00
Technical Services During Construction	17,350.00
SUBTOTAL (Total Disbursed)	6,753,601.00
Capitalized Interest	15,593.18
TOTAL (Loan Principal Amount)	6,769,194.18

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 3 to Loan Agreement DW062610 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

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

for
TOWN OF HILLSBORO BEACH

_____
Mayor

Attest: Approved as to form and legal sufficiency:

_____ _____
Town Clerk Town Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

_____ _____
Secretary or Designee Date

Florida State Revolving Fund
Amortization Schedule Report

Sponsor: Hillsboro Beach
Funding Number: DW-062610

Loan Number	Payment #	Payment	Date	Rate	Principal	Interest	GAA Fees	Service Fee	SF Int	Total to Pay
DW-062610	1	$189,665.00	May 15, 2019	1.080 %	$162,101.58	$27,563.42				$6,503,200.60
	2	$189,665.00	Nov 15, 2019	1.080 %	$158,177.63	$31,487.37				$6,345,022.97
	3	$189,665.00	May 15, 2020	1.080 %	$157,377.65	$32,287.35				$6,187,645.32
	4	$200,364.63	Nov 15, 2020	1.080 %	$167,530.54	$32,834.09				$6,020,114.78
	5	$200,362.99	May 15, 2021	1.080 %	$167,854.37	$32,508.62				$5,852,260.41
	6	$203,725.00	Nov 15, 2021	1.080 %	$171,543.42	$32,181.58				$5,680,716.99
	7	$200,359.70	May 15, 2022	1.080 %	$169,668.79	$30,690.91				$5,511,048.20
	8	$190,628.00	Nov 15, 2022	1.080 %	$160,663.57	$29,964.43				$5,350,384.63
	9	$190,628.00	May 15, 2023	1.080 %	$161,531.16	$29,096.84				$5,188,853.47
	10	$190,628.00	Nov 15, 2023	1.080 %	$162,403.42	$28,224.58				$5,026,450.05
	11	$186,750.85	May 15, 2024	1.080 %	$25,895.85	$27,142.83	$0.00	$132,994.00	$718.17	$5,000,554.20
	12	$186,750.85	Nov 15, 2024	1.080 %	$159,747.86	$27,002.99	$0.00	$0.00	$0.00	$4,840,806.34
	13	$186,750.85	May 15, 2025	1.080 %	$160,610.50	$26,140.35	$0.00	$0.00	$0.00	$4,680,195.84
	14	$186,750.85	Nov 15, 2025	1.080 %	$161,477.79	$25,273.06	$0.00	$0.00	$0.00	$4,518,718.05
	15	$186,750.85	May 15, 2026	1.080 %	$162,349.77	$24,401.08	$0.00	$0.00	$0.00	$4,356,368.28
	16	$186,750.85	Nov 15, 2026	1.080 %	$163,226.46	$23,524.39	$0.00	$0.00	$0.00	$4,193,141.82
	17	$186,750.85	May 15, 2027	1.080 %	$164,107.88	$22,642.97	$0.00	$0.00	$0.00	$4,029,033.94
	18	$186,750.85	Nov 15, 2027	1.080 %	$164,994.07	$21,756.78	$0.00	$0.00	$0.00	$3,864,039.87
	19	$186,750.85	May 15, 2028	1.080 %	$165,885.03	$20,865.82	$0.00	$0.00	$0.00	$3,698,154.84
	20	$186,750.85	Nov 15, 2028	1.080 %	$166,780.81	$19,970.04	$0.00	$0.00	$0.00	$3,531,374.03
	21	$186,750.85	May 15, 2029	1.080 %	$167,681.43	$19,069.42	$0.00	$0.00	$0.00	$3,363,692.60
	22	$186,750.85	Nov 15, 2029	1.080 %	$168,586.91	$18,163.94	$0.00	$0.00	$0.00	$3,195,105.69
	23	$186,750.85	May 15, 2030	1.080 %	$169,497.28	$17,253.57	$0.00	$0.00	$0.00	$3,025,608.41
	24	$186,750.85	Nov 15, 2030	1.080 %	$170,412.56	$16,338.29	$0.00	$0.00	$0.00	$2,855,195.85
	25	$186,750.85	May 15, 2031	1.080 %	$171,332.79	$15,418.06	$0.00	$0.00	$0.00	$2,683,863.06

Florida State Revolving Fund
Amortization Schedule Report

Sponsor: Hillsboro Beach
Funding Number: DW-062610

Loan Number	Payment #	Payment	Date	Rate	Principal	Interest	GAA Fees	Service Fee	SF Int	Total to Pay
DW-062610	26	$186,750.85	Nov 15, 2031	1.080 %	$172,257.99	$14,492.86	$0.00	$0.00	$0.00	$2,511,605.07
	27	$186,750.85	May 15, 2032	1.080 %	$173,188.18	$13,562.67	$0.00	$0.00	$0.00	$2,338,416.89
	28	$186,750.85	Nov 15, 2032	1.080 %	$174,123.40	$12,627.45	$0.00	$0.00	$0.00	$2,164,293.49
	29	$186,750.85	May 15, 2033	1.080 %	$175,063.67	$11,687.18	$0.00	$0.00	$0.00	$1,989,229.82
	30	$186,750.85	Nov 15, 2033	1.080 %	$176,009.01	$10,741.84	$0.00	$0.00	$0.00	$1,813,220.81
	31	$186,750.85	May 15, 2034	1.080 %	$176,959.46	$9,791.39	$0.00	$0.00	$0.00	$1,636,261.35
	32	$186,750.85	Nov 15, 2034	1.080 %	$177,915.04	$8,835.81	$0.00	$0.00	$0.00	$1,458,346.31
	33	$186,750.85	May 15, 2035	1.080 %	$178,875.78	$7,875.07	$0.00	$0.00	$0.00	$1,279,470.53
	34	$186,750.85	Nov 15, 2035	1.080 %	$179,841.71	$6,909.14	$0.00	$0.00	$0.00	$1,099,628.82
	35	$186,750.85	May 15, 2036	1.080 %	$180,812.85	$5,938.00	$0.00	$0.00	$0.00	$918,815.97
	36	$186,750.85	Nov 15, 2036	1.080 %	$181,789.24	$4,961.61	$0.00	$0.00	$0.00	$737,026.73
	37	$186,750.85	May 15, 2037	1.080 %	$182,770.91	$3,979.94	$0.00	$0.00	$0.00	$554,255.82
	38	$186,750.85	Nov 15, 2037	1.080 %	$183,757.87	$2,992.98	$0.00	$0.00	$0.00	$370,497.95
	39	$186,750.85	May 15, 2038	1.080 %	$184,750.16	$2,000.69	$0.00	$0.00	$0.00	$185,747.79
	40	$186,750.83	Nov 15, 2038	1.080 %	$185,747.79	$1,003.04				$0.00
DW-062610 Totals					**$6,665,302.18**	**$749,202.45**	**$0.00**	**$132,994.00**	**$718.17**	
DW-062610-2	1	$0.00	May 15, 2019	1.180 %						
	2	$0.00	Nov 15, 2019	1.180 %						
	3	$0.00	May 15, 2020	1.180 %						
	4	$3,360.37	Nov 15, 2020	1.180 %	$2,927.10	$433.27				$100,964.90
	5	$3,362.01	May 15, 2021	1.180 %	$2,766.32	$595.69				$98,198.58
	6	$0.00	Nov 15, 2021	1.180 %						$98,198.58
	7	$3,365.30	May 15, 2022	1.180 %	$2,802.36	$562.94				$95,396.22
	8	$13,097.00	Nov 15, 2022	1.180 %	$10,842.24	$2,254.76				$84,553.98
	9	$13,097.00	May 15, 2023	1.180 %	$10,906.21	$2,190.79				$73,647.77
	10	$13,097.00	Nov 15, 2023	1.180 %	$10,970.55	$2,126.45				$62,677.22

Florida State Revolving Fund
Amortization Schedule Report

Sponsor: Hillsboro Beach
Funding Number: DW-062610

Loan Number	Payment #	Payment	Date	Rate	Principal	Interest	GAA Fees	Service Fee	SF Int	Total to Pay
DW-062610-2	11	$2,361.51	May 15, 2024	1.180 %	$0.00	$369.80	$0.00	$1,979.45	$12.26	$62,677.22
	12	$2,361.51	Nov 15, 2024	1.180 %	$1,892.58	$369.80	$0.00	$98.55	$0.58	$60,784.64
	13	$2,361.51	May 15, 2025	1.180 %	$2,002.88	$358.63	$0.00	$0.00	$0.00	$58,781.76
	14	$2,361.51	Nov 15, 2025	1.180 %	$2,014.70	$346.81	$0.00	$0.00	$0.00	$56,767.06
	15	$2,361.51	May 15, 2026	1.180 %	$2,026.58	$334.93	$0.00	$0.00	$0.00	$54,740.48
	16	$2,361.51	Nov 15, 2026	1.180 %	$2,038.54	$322.97	$0.00	$0.00	$0.00	$52,701.94
	17	$2,361.51	May 15, 2027	1.180 %	$2,050.57	$310.94	$0.00	$0.00	$0.00	$50,651.37
	18	$2,361.51	Nov 15, 2027	1.180 %	$2,062.67	$298.84	$0.00	$0.00	$0.00	$48,588.70
	19	$2,361.51	May 15, 2028	1.180 %	$2,074.84	$286.67	$0.00	$0.00	$0.00	$46,513.86
	20	$2,361.51	Nov 15, 2028	1.180 %	$2,087.08	$274.43	$0.00	$0.00	$0.00	$44,426.78
	21	$2,361.51	May 15, 2029	1.180 %	$2,099.39	$262.12	$0.00	$0.00	$0.00	$42,327.39
	22	$2,361.51	Nov 15, 2029	1.180 %	$2,111.78	$249.73	$0.00	$0.00	$0.00	$40,215.61
	23	$2,361.51	May 15, 2030	1.180 %	$2,124.24	$237.27	$0.00	$0.00	$0.00	$38,091.37
	24	$2,361.51	Nov 15, 2030	1.180 %	$2,136.77	$224.74	$0.00	$0.00	$0.00	$35,954.60
	25	$2,361.51	May 15, 2031	1.180 %	$2,149.38	$212.13	$0.00	$0.00	$0.00	$33,805.22
	26	$2,361.51	Nov 15, 2031	1.180 %	$2,162.06	$199.45	$0.00	$0.00	$0.00	$31,643.16
	27	$2,361.51	May 15, 2032	1.180 %	$2,174.82	$186.69	$0.00	$0.00	$0.00	$29,468.34
	28	$2,361.51	Nov 15, 2032	1.180 %	$2,187.65	$173.86	$0.00	$0.00	$0.00	$27,280.69
	29	$2,361.51	May 15, 2033	1.180 %	$2,200.55	$160.96	$0.00	$0.00	$0.00	$25,080.14
	30	$2,361.51	Nov 15, 2033	1.180 %	$2,213.54	$147.97	$0.00	$0.00	$0.00	$22,866.60
	31	$2,361.51	May 15, 2034	1.180 %	$2,226.60	$134.91	$0.00	$0.00	$0.00	$20,640.00
	32	$2,361.51	Nov 15, 2034	1.180 %	$2,239.73	$121.78	$0.00	$0.00	$0.00	$18,400.27
	33	$2,361.51	May 15, 2035	1.180 %	$2,252.95	$108.56	$0.00	$0.00	$0.00	$16,147.32
	34	$2,361.51	Nov 15, 2035	1.180 %	$2,266.24	$95.27	$0.00	$0.00	$0.00	$13,881.08
	35	$2,361.51	May 15, 2036	1.180 %	$2,279.61	$81.90	$0.00	$0.00	$0.00	$11,601.47
	36	$2,361.51	Nov 15, 2036	1.180 %	$2,293.06	$68.45	$0.00	$0.00	$0.00	$9,308.41

Florida State Revolving Fund
Amortization Schedule Report

Sponsor: Hillsboro Beach
Funding Number: DW-062610

Loan Number	Payment #	Payment	Date	Rate	Principal	Interest	GAA Fees	Service Fee	SF Int	Total to Pay
DW-062610-2	37	$2,361.51	May 15, 2037	1.180 %	$2,306.59	$54.92	$0.00	$0.00	$0.00	$7,001.82
	38	$2,361.51	Nov 15, 2037	1.180 %	$2,320.20	$41.31	$0.00	$0.00	$0.00	$4,681.62
	39	$2,361.51	May 15, 2038	1.180 %	$2,333.89	$27.62	$0.00	$0.00	$0.00	$2,347.73
	40	$2,361.58	Nov 15, 2038	1.180 %	$2,347.73	$13.85				$0.00
DW-062610-2 Totals					**$103,892.00**	**$14,241.21**	**$0.00**	**$2,078.00**	**$12.84**	

Combined

Date	Payment #	Payment	Principal	Interest	GAA Fees	Service Fee	SF Int	Left To Pay
5/15/2019	1	$189,665.00	$162,101.58	$27,563.42				$6,503,200.60
11/15/2019	2	$189,665.00	$158,177.63	$31,487.37				$6,345,022.97
5/15/2020	3	$189,665.00	$157,377.65	$32,287.35				$6,187,645.32
11/15/2020	4	$203,725.00	$170,457.64	$33,267.36				$6,121,079.68
5/15/2021	5	$203,725.00	$170,620.69	$33,104.31				$5,950,458.99
11/15/2021	6	$203,725.00	$171,543.42	$32,181.58				$5,778,915.57
5/15/2022	7	$203,725.00	$172,471.15	$31,253.85				$5,606,444.42
11/15/2022	8	$203,725.00	$171,505.81	$32,219.19				$5,434,938.61
5/15/2023	9	$203,725.00	$172,437.37	$31,287.63				$5,262,501.24
11/15/2023	10	$203,725.00	$173,373.97	$30,351.03				$5,089,127.27
5/15/2024	11	$189,112.36	$25,895.85	$27,512.63	$0.00	$134,973.45	$730.43	$5,063,231.42
11/15/2024	12	$189,112.36	$161,640.44	$27,372.79	$0.00	$98.55	$0.58	$4,901,590.98
5/15/2025	13	$189,112.36	$162,613.38	$26,498.98	$0.00	$0.00	$0.00	$4,738,977.60

Florida State Revolving Fund
Amortization Schedule Report

Sponsor: Hillsboro Beach
Funding Number: DW-062610

Combined								
Date	**Payment #**	**Payment**	**Principal**	**Interest**	**GAA Fees**	**Service Fee**	**SF Int**	**Left To Pay**
11/15/2025	14	$189,112.36	$163,492.49	$25,619.87	$0.00	$0.00	$0.00	$4,575,485.11
5/15/2026	15	$189,112.36	$164,376.35	$24,736.01	$0.00	$0.00	$0.00	$4,411,108.76
11/15/2026	16	$189,112.36	$165,265.00	$23,847.36	$0.00	$0.00	$0.00	$4,245,843.76
5/15/2027	17	$189,112.36	$166,158.45	$22,953.91	$0.00	$0.00	$0.00	$4,079,685.31
11/15/2027	18	$189,112.36	$167,056.74	$22,055.62	$0.00	$0.00	$0.00	$3,912,628.57
5/15/2028	19	$189,112.36	$167,959.87	$21,152.49	$0.00	$0.00	$0.00	$3,744,668.70
11/15/2028	20	$189,112.36	$168,867.89	$20,244.47	$0.00	$0.00	$0.00	$3,575,800.81
5/15/2029	21	$189,112.36	$169,780.82	$19,331.54	$0.00	$0.00	$0.00	$3,406,019.99
11/15/2029	22	$189,112.36	$170,698.69	$18,413.67	$0.00	$0.00	$0.00	$3,235,321.30
5/15/2030	23	$189,112.36	$171,621.52	$17,490.84	$0.00	$0.00	$0.00	$3,063,699.78
11/15/2030	24	$189,112.36	$172,549.33	$16,563.03	$0.00	$0.00	$0.00	$2,891,150.45
5/15/2031	25	$189,112.36	$173,482.17	$15,630.19	$0.00	$0.00	$0.00	$2,717,668.28
11/15/2031	26	$189,112.36	$174,420.05	$14,692.31	$0.00	$0.00	$0.00	$2,543,248.23
5/15/2032	27	$189,112.36	$175,363.00	$13,749.36	$0.00	$0.00	$0.00	$2,367,885.23
11/15/2032	28	$189,112.36	$176,311.05	$12,801.31	$0.00	$0.00	$0.00	$2,191,574.18
5/15/2033	29	$189,112.36	$177,264.22	$11,848.14	$0.00	$0.00	$0.00	$2,014,309.96
11/15/2033	30	$189,112.36	$178,222.55	$10,889.81	$0.00	$0.00	$0.00	$1,836,087.41
5/15/2034	31	$189,112.36	$179,186.06	$9,926.30	$0.00	$0.00	$0.00	$1,656,901.35

Florida State Revolving Fund
Amortization Schedule Report

Sponsor: Hillsboro Beach
Funding Number: DW-062610

Combined								
Date	**Payment #**	**Payment**	**Principal**	**Interest**	**GAA Fees**	**Service Fee**	**SF Int**	**Left To Pay**
11/15/2034	32	$189,112.36	$180,154.77	$8,957.59	$0.00	$0.00	$0.00	$1,476,746.58
5/15/2035	33	$189,112.36	$181,128.73	$7,983.63	$0.00	$0.00	$0.00	$1,295,617.85
11/15/2035	34	$189,112.36	$182,107.95	$7,004.41	$0.00	$0.00	$0.00	$1,113,509.90
5/15/2036	35	$189,112.36	$183,092.46	$6,019.90	$0.00	$0.00	$0.00	$930,417.44
11/15/2036	36	$189,112.36	$184,082.30	$5,030.06	$0.00	$0.00	$0.00	$746,335.14
5/15/2037	37	$189,112.36	$185,077.50	$4,034.86	$0.00	$0.00	$0.00	$561,257.64
11/15/2037	38	$189,112.36	$186,078.07	$3,034.29	$0.00	$0.00	$0.00	$375,179.57
5/15/2038	39	$189,112.36	$187,084.05	$2,028.31	$0.00	$0.00	$0.00	$188,095.52
11/15/2038	40	$189,112.41	$188,095.52	$1,016.89				$0.00
Total		**$7,668,440.85**	**$6,769,194.18**	**$763,443.66**	**$0.00**	**$135,072.00**	**$731.01**	

Sherry D. Henderson

From: Maxwell, Megan <Megan.Maxwell@FloridaDEP.gov> on behalf of Maxwell, Megan
Sent: Thursday, December 7, 2023 9:10 AM
To: mserda@townofhillsborobeach.com
Cc: Panchakarla, Venkata; shenderson@townofhillsborobeach.com; DJ Doody (Town Attorney)
Subject: Hillsboro Beach DW062610 A3 - final
Attachments: Hillsboro Beach DW062610 A3 - final.pdf; DW062610_Amortization Schedule Report.pdf

Good morning,

Attached is a copy of proposed Amendment 3 to the Town's State Revolving Fund loan agreement. The amendment adjusts the project costs and reduces the semiannual loan payment. The adjustments are final unless further revisions become necessary as a result of an audit. An amortization schedule is also attached.

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

If you have any questions about this amendment, please call me at (850)245-2899.

Sincerely,

Megan Maxwell
Operations & Management Consultant
State Revolving Fund Management
Division of Water Restoration Assistance
State Revolving Fund Program
Megan.Maxwell@FloridaDEP.gov
Office: 850-245-2899

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. 2024-02 Consideration to Approve and Authorize the Use of $25,000 in Federal Forfeiture Funds to Develop a Beach Safety and Enforcement Initiative.**

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

Agenda Date: **January 9, 2024**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:
1. Agenda Cover Memo - FFF Beach Safety & Enforcement Initiative
2. Resolution

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

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

Agenda Item Cover Memo

Agenda Item: Approval for Forfeiture Funds Expenditure for Beach Safety and Enforcement Initiative

Submitting Department: Police Department

Agenda Date: January 9, 2024

1. BACKGROUND / HISTORY

This is a new initiative.

2. CURRENT ACTIVITY

The Police Department is in the process of developing a Beach Safety and Enforcement Initiative that is intended to conduct beach surveys over the next few months to look for and enforce code violations utilizing our beach vehicle.

The Police Department is experiencing complaints concerning violations (like dogs on the beach, and trespassing). The Police Department would like to utilize forfeiture funds to purchase flyers, personal protective gear, trash bags, doggy bags, overtime for any special enforcement projects and other items to support the safety initiative.

3. FINANCIAL IMPACT

Total cost for the project is solely through forfeiture funds and estimated at $25,000 dollars. The current forfeiture fund balance is 724,982.99.

4. RECOMMENDATION

Approval to utilize forfeiture funds is recommended.

RESOLUTION NO. 2024-02

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING THE EXPENDITURE OF $25,000 IN FEDERAL FORFEITURE FUNDS TO DEVELOP A BEACH SAFETY AND ENFORCEMENT INITIATIVE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve the expenditure of $25,000 in Federal Forfeiture Funds to Develop a Beach Safety and Enforcement Initiative.

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 finds and determines that the expenditure of Federal Forfeiture Funds is a lawful law enforcement expenditure.

SECTION 3. The Town Commission of the Town of Hillsboro Beach, Florida hereby approves the expenditure of $25,000 in Federal Forfeiture Funds to Develop a Beach Safety and Enforcement Initiative.

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

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

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

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

ADOPTED by the Town Commission of the Town of Hillsboro Beach, Florida this _____ day of _____ 2024.

TOWN OF HILLSBORO BEACH, FLORIDA

_____
Irene Kirdahy, Mayor

ATTEST:

_____
Sherry D. Henderson, CMC
Town Clerk

{00590876.2 1182-0606490 }

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

DATE: December 21, 2023

TO: Mac Serda, Town Manager

FROM: Donna Rockfeld, Procurement Manager

RE: **Towing Services (non-consent) Hillsboro Beach Police Department Westway Towing, Inc.**

BACKGROUND:

The Town of Hillsboro Beach Police Department is committed to providing responsive service to the community with professionalism, pride, and trust.

Towing services are required by the Police Department, twenty-four (24) hours a day, 365 days per year to provide town-wide vehicle towing services of vehicles ordered removed because of parking violations, traffic hazards, disabled from a traffic crash, police forfeitures and confiscations, abandoned or derelict vehicles or vehicles that are required to be removed or impounded from the public rights-of-way or for non-consensual removal of vehicles from public streets and areas within the Town at the request of the Town's Police Department and Broward County Administrative Code Part IX, "Environmental and Consumer Protection Division" Chapter 40.50, "Environmental and Consumer Protection Fee Schedule". Rates may only be adjusted if allowed on October 1st of each year, or by a formal action by the Broward County Commission, by formal resolution, which amends the Broward County Administrative Code. Such rate adjustments shall be effective on the date provided for by the action taken by the Broward County Commission.

On July 1, 2014. the Town entered into a contract with Westway Towing for towing services for an initial term of three years, with two additional one-year terms. The agreement expired on July 1, 2023, with no renewal options remaining.

The Town of Hillsboro Beach Procurement Code, Section 2-60 (G) allows for the use of other governmental contracts if the procurement was accomplished under generally accepted public procurement principles. Piggybacking on another governmental agency's contract leverages an existing contract held by a government entity to fulfill our needs. This approach can offer several advantages.

The Police Department would like to remain with Westway Towing as there will be no disruption of service. They have also had a long and successful relationship with Westway Towing and have been pleased with the high level of service.

The City of Tamarac issued and formally advertised the attached Request for Proposal #22-17R Towing Services. The agreement was awarded to Westway Towing, Inc. by Resolution No. R-2022-012 for a five-year period beginning August 1, 2022 through July 31, 2027, with the option to exercise one (1) five (5) year renewal option upon completing the initial agreement term.

The agreement is not exclusive. There is nothing contained in the agreement will prevent the owner or operator of a motor vehicle from calling a wrecker or tow truck of the operator's own choice, or requesting that their vehicle be towed to a garage location or compound of the operator's choice and not that of Westway Towing, unless the disabled vehicle is creating a tie up of traffic or hazardous situation in the opinion of the appropriate Town official at the scene.

FISCAL IMPACT

There is no cost to the Town of Hillsboro Beach. The vehicle owner is responsible for fees imposed for the towing services. Additionally, Florida Statute 125.01047 permits towing contractors to pay an administrative fee of 25 percent (25%) of the maximum towing rate to cover the cost of enforcement. The Town has never received any administrative fees in the past. An administrative fee of 25% shall now be paid to the Town on a quarterly basis.

RECOMMENDATION:

It is the recommendation of the Police Chief and the Procurement Administrator that the Council approved an agreement with Westway Towing, Inc. in accordance with Proposal #22-17R, to furnish towing services to the Town.

If awarded, Westway Towing, Inc. will be given first call for all wrecker services requested by the Town unless a motorist makes a specific request for another wrecker. They will be required to respond (on the scene) within thirty (30) minutes with appropriate towing equipment to handle a towing call requested. Westway Towing assumes all liability in meeting the required response time or a penalty will be imposed.

c: Jay Szesnat, Chief of Police

Attachments: Westway Towing, Inc. Towing Services Agreement
RFP 221-17R Towing Services

RESOLUTION NO. 2024-03

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER TOWN OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF HILLSBORO BEACH AND WESTWAY TOWING, INC. FOR TOWING SERVICES PIGGYBACKING THE TERMS AND CONDITIONS OF WESTWAY TOWING'S AGREEMENT WITH THE CITY OF TAMARAC PURSUANT TO REQUEST FOR PROPOSAL #22-17R; 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 proper Town officials to execute an Agreement between the Town of Hillsboro Beach and Westway Towing, Inc. for towing services piggybacking the terms and conditions of Westway Towing's Agreement with the City of Tamarac pursuant to RFP #22-17R.

NOW, THEREFORE, BE IT RE-SOLVED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA THAT:

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

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida, hereby approves and authorizes the proper Town officials to execute the Agreement between the Town of Hillsboro Beach and Westway Towing, Inc. for towing services piggybacking the terms and conditions of Westway Towing's Agreement with the City of Tamarac pursuant to RFP #22-17R. 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 _____ 2024.

TOWN OF HILLSBORO BEACH, FLORIDA

_____
Irene Kirdahy, Mayor

ATTEST:

_____
Sherry D. Henderson, CMC
Town Clerk

{00590881.2 1182-0606490 }

REQUEST FOR PROPOSALS

TAMARAC
The City For Your Life

RFP 22-17R
TOWING SERVICES FRANCHISE

Publish Date: 03/16/2022
Pre-Proposal Conference:
03/29/2022 at 10:00AM through
Microsoft Teams
Join Microsoft Teams Meeting
Click here to join the meeting
Or call in (audio only)
+1 954-289-2459,554715851#
United States, Fort Lauderdale
Conference ID: 554 715 851#

All Questions Due:
03/31/2022 by 5:00 PM

Proposal Due Date and Ceremony:
04/12/2022 at 3:00 PM
Microsoft Teams meeting
Join Microsoft Teams Meeting
Click here to join the meeting
Or call in (audio only)
+1 954-289-2459, 860348235#
United States, Fort Lauderdale
Conference ID: 860 348 235#

Where to Deliver Proposals
https://tamarac.bidsandtenders.org

City of Tamarac
Purchasing Division
7525 NW 88th Avenue
Room 108
(954) 597-3570

Bonds Required For this Project: Performance Bond

Cover Page

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NOTICE TO ALL PROPOSERS – PROHIBITION AGAINST LOBBYING

During the solicitation of any bid or proposal, any firm and its agents, officers or employees who intend to submit, or who have submitted, bids or proposals shall not lobby, either individually or collectively, any City Commission members, candidates for City Commission or any employee of the City. Contact should only be made through regularly scheduled Commission meetings, or meetings scheduled through the Purchasing and Contracts Division for purposes of obtaining additional or clarifying information. Any action, including meals, invitations, gifts or gratuities by a submitting firm, its officers, agents, or employees shall be within the purview of this prohibition and shall result in the immediate disqualification of that firm from further consideration.

During a formal solicitation process, contact with personnel of the City of Tamarac other than the Purchasing and Contracts Manager or designated representative regarding any such solicitation may be grounds for elimination from the selection process. (Reference: Tamarac Procurement Code Section 6-156.)

Date: March 16, 2022 **RFP NO. 22-17R**

ADVERTISEMENT REQUEST FOR PROPOSALS

RFP 22-17R
TOWING SERVICES FRANCHISE

ALL QUALIFIED PROPOSERS:
The City's e-Procurement website bidsandtendersTM shall receive sealed Proposals for the above referenced RFP before 3:00 PM EDT local time, Tuesday April 12, 2022. Interested parties shall submit packages to: www.tamarac.org/bids.

ALL QUALIFIED FIRMS:
The City of Tamarac is seeking to engage qualified firms to submit proposals (RFP's) for Towing Services for The City of Tamarac and for use by the Broward Sheriff's Office, Tamarac District.

A Non-Mandatory Pre-Proposal Conference will be held Tuesday, March 29, 2022 @ 10:00 AM via Microsoft Teams at the link shown on the cover page of this document. Please note that this meeting will be recorded and uploaded to Bids &Tenders, but it is highly encouraged that all interested parties submitting an RFP for this project attend this meeting.

To Join Microsoft Teams meeting follow the link on the cover page of this solicitation document or to participate by telephone, dial (954) 289-2459, Conference ID: 554 715 851#

The City's solicitation management system will not accept electronic responses after 3:00 p.m. with no exceptions. Any uncertainty regarding the time a submittal is received will be resolved against the submitting vendor. Proposer shall be required to register with bidsandtenders™ at www.tamarac.org/bids to obtain access to the proposal documents and submit their electronic response. Additionally, all written inquiries shall be submitted through bidsandtenders™, and all written addenda shall be communicated through bidsandtenders™ as well. For questions regarding any procurement function of the process, contact the Purchasing & Contracts Division Office at (954) 597-3570. Local Tamarac Vendors, Broward County Certified Business Entities, Minority-Owned, Woman-Owned, Veteran-Owned, and Small Business Enterprises are encouraged to respond to this solicitation.

City reserves the right to reject any or all Proposals, to waive any informalities or irregularities in any Proposals received, to re-advertise for RFP's, to award in whole or in part to one or more Proposers; or take any other such actions that may be deemed to be in the best interests of the City.

The City of Tamarac has a prohibition against lobbying during the formal solicitation process. Any action in violation of this provision may result in a proposer's response being eliminated from further consideration. (Tamarac Procurement Code Section 6-156)

Best Regards,

Keith K. Glatz,

Purchasing & Contracts Manager
Publish Sun-Sentinel: **03/20/2022**

REQUEST FOR PROPOSALS

RFP 22-17R
TOWING SERVICES

Definition: A Request for Proposal (RFP) is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to award of a contract. Proposals will be opened in private. Award will be based on the criteria set forth herein.

I INTRODUCTION & CONTRACT TERM

A. The City is soliciting proposals for the award of a Towing Services Agreement on behalf of the Department of Public Services, Fleet Division and the Broward Sheriff's Office (BSO) Tamarac Division.

B. TERM: The Agreement shall be in place for a five (5) year term effective August 1, 2022. The City reserves the right to renew the Agreement for an additional five (5) year term upon successful performance of the Contractor and by mutual written agreement.

II INFORMATION

For information pertaining to this Request for Proposals (RFP), contact Purchasing & Contracts Division Manager Keith Glatz, NIGP-CPP, CPPO at (954) 597-3567. The Project Manager for this Agreement will be Mr. Imran Khan, Fleet Supervisor, Department of Public Services, who may only be contacted through the Purchasing & Contracts Manager through this solicitation process. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or proposal procedures will be transmitted only by written addendum.

It is preferred that all questions be submitted through the online system "submit a question" link at https://tamarac.bidsandtenders.org

III SCHEDULE OF EVENTS

The schedule of events related to this Request for Proposals shall be as follows:

RFP Document issued	March 16, 2022
Pre-Proposal Conference	March 29, 2022 @ 10:00 AM
Deadline for Written Questions	March 31, 2022
Deadline for Receipt of Proposals	April 12, 2022 @3:00 PM
Evaluation of Proposals	April 13 – April 21, 2022
Presentations/Site visits w/Short-listed Proposers (if applicable)	April 26, 2022
Final Ranking of Firms	April 27, 2022
Anticipated Award by Commission	May 25, 2022 (at the latest)

All dates are tentative. City reserves the right to change scheduled dates.

IV INSTRUCTIONS TO OFFERORS FOR REQUESTS FOR PROPOSAL (RFP)

1. AUTHORITY

It is the intent of the City to award the proposal to the responsive proposer providing a response which is most advantageous to the City. This proposal is issued pursuant to, and governed by the laws of the State of Florida, Article VII "Financial Procedures", Section 7.11, "Requirements for Public Bidding, of the City of Tamarac Charter; and Chapter 6 "Finance and Taxation", Article V, the Tamarac Procurement Code.

2. DEFINED TERMS

Terms used in these Instructions to Offerors are defined as follows:

"Request for Proposal (RFP)" -- A Request for Proposal (RFP) is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to award of a contract. Proposals will be opened in private. Award will be based on the criteria set forth herein.

"**Offeror**" - one who submits a Proposal in response to a solicitation, as distinct from a Sub-Offeror, who submits a Proposal to the Offeror.

"**Proposer**" – one who submits a Proposal in response to a solicitation. The terms "Offeror" and "Proposer" are used interchangeably and have the same meaning.

"**Successful Offeror**" - the qualified, responsible and responsive Offeror to whom City (on the basis of City's evaluation as hereinafter provided) makes an award.

"**City**" - the City of Tamarac, a municipal corporation of the State of Florida.

"**Proposal Documents**" - the Request for Proposals, Instructions to Offerors, Offeror's Qualifications Statement, Non-Collusive Affidavit, Certified Resolution, Vendor Drug-Free Workplace, Offeror's Proposal, Proposal Security and Specifications, if any, and the proposed Contract Documents (including all Addenda issued prior to opening of Proposals).

"**Contractor**" - the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.

"**On-line e-procurement system**" – The City of Tamarac's solicitation management partner "bidsandtenders™"

"bidsandtenders™" -- The City of Tamarac's on-line solicitation management partner and the e-procurement system used by the City. The terms "on-line e-procurement system and "bidsandtenders™" may be used interchangeably herein.

3. SPECIAL CONDITIONS

Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions and/or Scope of Work outlined in this proposal, the Special Conditions and/or the Scope of Work shall prevail.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.1 Before submitting a Proposal, each Offeror must visit the site (if applicable to the project) to become familiar with the facilities and equipment that may in any manner affect cost or performance of the work; must consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, must carefully compare the Offeror's observations made during site visits or in review of applicable laws with the Proposal Documents; and must promptly notify the Purchasing and Contracts Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

4.2 The Offeror, by and through the submission of a Proposal, agrees that Offeror shall be held responsible for having examined the facilities and equipment (if applicable); is familiar with the nature and extent of the work and any local conditions that may affect the work, and is familiar with the equipment, materials, parts and labor required to successfully perform the work.

5. OMISSION OF DETAILS / VARIANCES AND EXCEPTIONS

5.1 The apparent silence of the requirements as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail, and that only material and workmanship of the finest quality is to be used. All interpretations of the specifications shall be made on the basis of this statement. Omission of any essential details from these specifications will not relieve the Proposer of supplying such services or product(s) as specified.

5.2 For the purpose of evaluation, the Offeror must indicate any variance or exceptions to the stated requirements, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Offeror meets all the requirements in every respect.

6. INTERPRETATIONS AND ADDENDA

6.1 If the Offeror is in doubt as to the meaning of any of the Proposal Documents, believes that the General Conditions, Special Conditions and/or Technical Specifications contain errors, contradictions or obvious omissions, or has any questions concerning the information contained in the RFP documents, the Offeror shall submit a written electronic request to the Purchasing Office for interpretation or clarification ONLY through the City's automated solicitation management system Bids&Tenders™. Such request must reference RFP name and number; and should be received by the Purchasing Office at least ten (10) calendar days prior to the Proposal opening date, or prior to the deadline specified in the "Schedule of Events" provided herein. Questions received less than ten (10) calendar days prior to the Proposal opening, or the deadline specified by the "Schedule of Events" herein, whichever is sooner, may not be answered.

6.2 Interpretations or clarifications in response to such questions will be issued in the form of a written addendum transmitted via either fax or email to all parties recorded by the Purchasing Office as having received the Proposal Documents. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification will be made.

7. COSTS AND COMPENSATION

7.1 Costs and compensation shall be shown in both unit prices and extensions whenever applicable; and expressed in U.S. Dollars. In the event of discrepancies existing between unit prices and extensions or totals, the unit prices shall govern.

7.2 All costs and compensation shall remain firm and fixed for acceptance for 60 calendar days after the day of the Proposal opening.

7.3 The price proposal shall include all franchise fees, royalties, license fees, etc., as well as all costs for transportation or delivery as applicable within the scope of the solicitation.

8. PRICES, PAYMENTS, DISCOUNTS & ELECTRONIC PAYMENTS

8.1 **Firm Pricing**: Prices shall be fixed and firm to the extent required under Special Conditions. In the absence of a reference in the Special Conditions, prices shall be fixed and firm for a period of sixty (60) calendar days, or ninety (90) calendar days when the contract must be approved by another agency. Payment will be made only after receipt and acceptance of materials/services. Cash discounts may be offered for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation.

8.2 **Prompt Payment Discounts**: Where applicable, offeror is encouraged to provide prompt payment. If no payment discount is offered, the discount shall assume net 30 days. Payment is deemed made on the date of the mailing of the check. All payments shall be governed by the *Local Government Prompt Payment Act*, F.S. Chapter 218.

**********IMPORTANT NOTE**********

8.3 **Payments by Electronic Funds Transfer**: **ALL payments by the City will be made by Direct Deposit (ACH) via electronic funds transfer. No paper checks will be issued after that date. Vendors must register for direct deposit with the City prior to receiving any payments by providing a "City of Tamarac Consent for Direct Deposit" form (ACH Form) to the City's Financial Services Accounting Division. The form may be accessed on the City of Tamarac web-site at** http://www.tamarac.org/index.aspx?NID=622**. Please contact the Purchasing & Contracts Division at the number shown on this solicitation document herein as the first point of contact for more information.**

9. NON-COLLUSIVE AFFIDAVIT

Each Offeror shall complete the Non-Collusive Affidavit form and shall submit the form with their Proposal. City considers the failure of the Offeror to submit this document may be cause for rejection of the Proposal.

10. PUBLIC ENTITY CRIMES

In accordance with Florida Statutes §287.133 (2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida

Statutes §287.017 for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

11. CONFLICT OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Offerors must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of City or any of its agencies. Further, all Offerors must disclose the name of any officer or employee of City who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies. Furthermore, bidder shall not enter into any employment relationship with any individual or firm that creates a potential conflict of interest, or may present an opportunity for the inappropriate sharing of inside information or proprietary information related to this bid.

12. PERFORMANCE BONDS AND INSURANCE

Upon award of a contract, the Successful Offeror, as required within the scope of the solicitation, may be required to submit performance bonds and/or payment bonds. Offeror shall provide certificates of insurance in the manner, form and amount(s) specified.

13. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH PROPOSALS

The following (Section 14) is a summary of documents required to be submitted for this proposal. Failure to include a technical proposal, cost proposal, bid surety (if required below), or any other document that, by its omission, may prejudice the rights of other respondents, may result in immediate rejection of your proposal. Other forms or documents which, by their nature do not impact price or the Offeror's cost of doing business or which do not prejudice the rights of other proposers **should** accompany the Proposal; but **must** be provided within three (3) business days of the City's request to be considered responsive.

14. SUBMISSION OF PROPOSALS

The Proposer is directed to deliver sealed proposals online at https://tamarac.bidsandtenders.org/Module/Tenders/en.

14.1 All proposals shall be submitted in the English language, and pricing expressed in U.S. Dollars.

14.2 Proposers shall electronically acknowledge the receipt of all addenda.

14.3 Proposals by corporations must be executed in the corporation's legal name by the President or other corporate officer, accompanied by evidence of authority to sign. Evidence of authority shall be provided on the enclosed Certified Resolution form, or by the company's own Corporate Resolution.

14.4 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear in the document.

14.5 **Proposals shall be electronically submitted to the Purchasing and Contracts Division on or before the time indicated in the Request for Proposals via the**

bidsandtenders™ on-line solicitation system. Proposals will be held on the bidsandtenders™ server as an encrypted document, with no access by the City of Tamarac until immediately following the proposal closing date and time, at which time all responses shall be securely released to the City.

14.6 In accordance with Florida Statutes, Chapter §119.07(1)(a) and except as may be provided by other applicable state and federal law, the Request for Proposals and the responses thereto are in the public domain. However, Proposers are requested to specifically identify in the submitted Proposal any financial information considered confidential and/or proprietary which may be considered exempt under Florida Statute §119.07(t).

14.7 All Proposals received from Offerors in response to the Request for Proposals will become the property of City. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of City.

14.8 The Proposer preparing a submittal in response to this RFP shall bear all expenses associated with its preparation. The Proposer shall prepare a submittal with the understanding that no claim for reimbursement shall be submitted to the City for the expense of proposal preparation and/or presentation.

14.9 **Electronic Media Submission**: The City may require that machine readable information and data, including computer assisted drafting designs (AutoCAD files) be provided by the proposing firm as a part of its submittal if applicable. The proposing firm shall not be liable for claims or losses arising out of, or connected with, modification by the City, or anyone authorized by the City, decline of accuracy or readability of data due to storage or obsolescence of equipment or software, any use by the City or anyone authorized by the City, of such data for additions to projects except as authorized in writing by the proposing firm. Such files should be submitted on-line through the bidsandtenders™ online solicitation system.

14.10 **Digital Forms to Be Electronically Completed with Proposal:** The following fillable digital forms have been created and must be submitted / acknowledged electronically with the Proposal response:

A. Certification
B. Vendor Drug-Free Workplace
C. Proposer's Qualification Statement
D. References
E. Scrutinized Companies List
F. E-Verify Compliance
G. Sub-Contractor List Form
H. Firm's Primary Ownership
I. Local, CBE and Veteran Information
J. Conviction History Employment Policy Inquiry

14.11 **Forms That Must Be Uploaded to The Document Upload Section**
The Proposer shall include the following documentation along with their proposal response via electronic upload at https://tamarac.bidsandtenders.org/Module/Tenders/en.

A. Completed Non-Collusive Affidavit and Acknowledgment **(Document Upload 1)**
B. Completed Certified Resolution **(Document Upload 2)**

C. W9. **(Document Upload 3)**
D. Proof of Insurance **(Document Upload 4)**
E. Provide a Narrative response document which includes a **history** of your company along with a **Technical Proposal** and **Work Plan**. **(Document Upload 5)**
F. Provide the following information about your firm: **(Document Upload 6)**
   a. a copy of Proposer's **current Towing Services License issued by Broward County, Florida**.
   b. Provide a List of **Equipment and Facilities** available to service this Agreement. Proposer must include an **inventory of all vehicular equipment available** to remove vehicles from an incident site, including towing vehicles, transport vehicles, extrication equipment, garage equipment, and any other equipment necessary for the safe efficient removal and transport of vehicles from an incident site
   c. Provide response time statistics for Class A and Class C tows, for the past six (6) months, based on the proposal due date, for tows provided within ten (10) miles of your firm's home base. Proposer shall provide details on its reporting capabilities, including complaint tracking systems, and other reports that are available to the City."
G. Other materials including any CBE, DBE, MBE, SBE, WBE, Veteran, or Locally-Owned Business certifications or information. Also, anything else Proposer feels would be relevant to the evaluation of your firm's proposal. **(Document Upload 7)**
H. Validation that Proposer has policies in place to exclude requesting criminal history information from employment candidates until after the Proposer initially determines that a candidate is otherwise qualified for the job being advertised if applicable to the Proposer. **(Document Upload 8)**
I. Most recently completed **audited financial statement, or other approved documentation** to verify financial viability. **(Document Upload 9)**

15. MODIFICATION AND WITHDRAWAL OF PROPOSALS

15.1 Proposals may be modified or withdrawn electronically and re-submitted through the City's e-procurement system, bidsandtenders™ prior to the proposal due date. Withdrawal of a Proposal will not prejudice the rights of an Offeror to submit Proposals for future opportunities.

15.2 If, within twenty-four (24) hours after Proposals are opened, any Offeror files a duly signed, written notice with the Purchasing and Contracts Division Office, and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of City, by clear and convincing evidence, that there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal, but the intended correct Proposal is not similarly evident, Offeror may withdraw its Proposal and any bid security will be returned. Thereafter, the Offeror will be disqualified from further bidding on the subject Contract.

16. REJECTION OF PROPOSALS

16.1 To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the Successful Offeror, and to disregard all

nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.

16.2 City reserves the right to reject the Proposal of any Offeror if City believes that it would not be in its best interest of to make an award to that Offeror, whether because the Proposal is not responsive, the Offeror is unqualified, of doubtful financial ability, or fails to meet any other pertinent criteria established by City within the scope of the solicitation.

17. QUALIFICATIONS OF PROPOSERS

17.1 Proposals will be considered from firms normally engaged in providing the service requested. The proposing Firm must demonstrate adequate experience, organization, facilities, equipment and personnel to ensure prompt and efficient service to the City of Tamarac. The City of Tamarac will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject proposals where evidence submitted, or investigation and evaluation, indicates inability of a firm to perform.

17.2 Each Offeror shall complete the Offeror's Qualifications Statement and submit the form with the Proposal. Failure to submit the Offeror's Qualifications Statement and the documents required thereunder may constitute grounds for rejection of the Proposal.

17.3 As a part of the evaluation process, the City may conduct a background investigation including a criminal record check of Proposer's officers and/or employees, by the Broward County Sheriff's Office. Proposer's submission of a proposal constitutes acknowledgement of and consent to such investigation. City shall be the sole judge in determining Proposer's qualifications.

17.4 No proposal shall be accepted from, nor will any contract be awarded to, any person who is in arrears to City for any debt or contract, who is a defaulter, as surety or otherwise, of any obligation to City, or who is deemed irresponsible for unreliable by City. City will be the sole judge of said determination.

17.5 The City reserves the right, before recommending any award, to inspect the facilities, equipment and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms and conditions.

17.6 Employees of the Proposer shall at all times be under its sole direction and not an employee or agent of the City. The Proposer shall supply competent and physically capable employees. The City may require the Proposer to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Proposer shall be responsible to the City for the acts and omissions of all employees working under its directions.

18. INTERPRETATIONS & ADDENDA

18.1 If the Offeror is in doubt as to the meaning of any of the Proposal Documents, believes that the General Conditions, Special Conditions and/or Technical Specifications/Scope of Work errors, contradictions or obvious omissions, or has any questions concerning the

information contained in the RFP documents, the Offeror shall submit a written request to the Purchasing Office for interpretation or clarification through the City's e-procurement system, and should be received by the Purchasing and Contracts Division Office at least seven (7) calendar days prior to the Proposal opening date, or prior to the deadline specified in the "Schedule of Events" provided herein, whichever is the earlier date.

18.2 Questions shall be submitted through the City's online e-procurement system by the due date listed above. All questions shall be answered in the form of an Addendum. Interpretations or clarifications in response to such questions will be issued in the form of a written addendum with such notice transmitted to all parties recorded by the Purchasing Office as having received the Proposal Documents through our online e-Procurement system. The issuance of a written online addendum shall be the only official method whereby such an interpretation or clarification will be made.

18.3 Written addenda shall serve as the sole means of clarification. The City shall not be responsible for oral interpretations given by any City employee or its representative.

****** SPECIAL NOTE -- Addendums will only be issued electronically through the City's e-procurement system. Vendors will be notified of the availability of new solicitations and addendums via e-mail (per the vendor's selected commodity choice).**

18.4 No negotiations, decisions or actions shall be initiated or executed by the Proposer as a result of any discussions with any City employee. Only those communications that are issued in writing from the Purchasing & Contracts Division may be considered as a duly authorized expression. Also, only communications from Proposers that are either submitted online through the City's e-procurement system or in writing will be recognized by the City as duly authorized expressions on behalf of the Proposer.

19. FORM AGREEMENT DOCUMENT

The City may attach as a part of this solicitation, a Form Agreement document. Proposers shall be responsible for complying with all of the terms and conditions of the Form Agreement document if included herein, except where variant or conflicting language may be included in any Special Conditions contained herein. Proposers shall note any deviation or variance with the Form Agreement document at the time of bid submission.

20. OTHER GOVERNMENTAL ENTITIES

If a Proposer is awarded a contract as a result of this RFP, Proposer will, if Proposer has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the Invitation for Bid and resulting contract in accordance with provisions of state statutes. Prices shall be F.O.B. Destination to the requesting agency.

21. UNBALANCED PROPOSAL PRICING

When a unit price proposed has variable or estimated quantities, and the proposal shows evidence of unbalanced proposal pricing, such proposal may be rejected.

22. INFORMATION REQUESTS AFTER DUE DATE

Pursuant to Florida Statute Chapter 119, Section 071 (1), sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to F.S. §119.071(1) (b) (2), or within 30 days after bid/proposal opening, whichever is earlier.

23. BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

24. PROTESTS

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the purchasing and contracts manager. The protest shall be submitted in writing within five (5) business days after such aggrieved person knows or should have known of the facts giving rise thereto and shall be submitted with the procedures outlined in section 6-154 “Appeals and remedies” of the Tamarac procurement code, available at the following link:

https://www.municode.com/library/fl/tamarac/codes/code_of_ordinances?nodeId=PTIICO_CH6FITA_ARTVTAPRCO

25. CONTINGENT FEES PROHIBITED

The proposing firm must warrant that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the City, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-consultant, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the City.

26. PROHIBITION AGAINST LOBBYING

During the solicitation of any bid or proposal, any firm and its agents, officers or employees who intend to submit, or who have submitted, bids or proposals shall not lobby, either individually or collectively, any City Commission members, candidates for City Commission or any employee of the City. Contact should only be made through regularly scheduled Commission meetings, or meetings scheduled through the Purchasing and Contracts Division for purposes of obtaining additional or clarifying information. Any action, including meals, invitations, gifts or gratuities by a submitting firm, its officers, agents, or employees shall be within the purview of this prohibition and shall result in the immediate disqualification of that firm from further consideration.

During a formal solicitation process, contact with personnel of the City of Tamarac other than the Purchasing and Contracts Manager or designated representative regarding any

such solicitation may be grounds for elimination from the selection process. ***(Reference: Tamarac Procurement Code Section 6-156.)***

27. AWARD RESERVATIONS

Award shall be made by the City to the responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration price and the evaluation criteria set forth herein below. The City of Tamarac reserves the right to accept the Proposal as a whole, or for any component thereof if it appears to be in the best interest of the City.

28. PREFERENCE FOR TAMARAC LOCAL, CBE AND VETERAN OWNED FIRMS

The City of Tamarac is responsive to our Local Tamarac Vendors (LTV), to the Broward County businesses small businesses who have been certified as a County Business Entity (CBE) and to our Veteran-Owned Small Business Community (VOSB). In accordance with Chapter 6-146.1., "Local Business Preference" of the Tamarac Procurement Code, authorizes a preference program for firms who are part of the Local Tamarac Vendor (LTV), Certified Broward County businesses small businesses (CBE) and to our Veteran Community (VOSB). As such, we offer the following incentives on our Request for Proposal (RFP) solicitations in the following preference order:

Preference Process -- Competitive Sealed Proposals (Requests for Proposals): For evaluation purposes, local Tamarac vendors, Broward County CBE and Veteran-Owned Small Business vendors shall receive bonus points above and beyond the evaluation criteria maximum score, unless specifically exempted by the City Manager or the City Commission. Additionally, for purposes of evaluation of a Request for Proposal, a vendor located outside the City of Tamarac limits is equivalent to a Tamarac vendor, and accorded the same preference if its proposal includes the utilization of subcontracts of at least ten percent (10%) of the scope of work provided for in the proposal for an identifiable and verifiable local Tamarac vendor.

Any firm claiming a preference as a Local Tamarac Vendor, or as a Broward County Certified Small Business Vendor -- County Business Entity (CBE), must provide sufficient written proof to support that vendor's claim for granting of the preference as defined in Section 6-146.1 of the Tamarac Procurement Code. Failure to provide such proof will result in that vendor not being given further consideration for the preference being claimed. Recipients may receive credit for either being a Local Tamarac Vendor, a Broward County Small Business Vendor, or a Veteran-owned Small Business, whichever has the higher point value. NOTE: Proposers may be considered for only one (1) of the allowable preference categories. No proposer may accumulate bonus points for multiple categories. *(Example 1: A Local Tamarac vendor who is also a Broward County CBE will only be eligible to receive 5 bonus points. Example 2: A Broward County CBE who is also a Veteran-owned business will only be eligible to receive 2.5 total bonus points.)*

Additional information regarding the City's Local Preference Ordinance, including all exceptions to the program, may be accessed by searching at the following link: https://library.municode.com/fl/tamarac/ordinances/code_of_ordinances?nodeId=958807

- **What is a Local Tamarac Vendor? (LTV) - 5 Bonus Points**

Definition: "Local Tamarac Vendor" (LTV) A business entity which has maintained a permanent place of business with full-time employees within the city limits for a minimum of one year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not

be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Tamarac. A vendor located outside of the City of Tamarac city limits is considered equivalent to a Tamarac vendor and accorded the same preference if its proposal includes the utilization of subcontracts of at least ten (10) percent of the scope of work provided for in the proposal for identifiable and verifiable local Tamarac Vendor(s) as defined herein.

Prime Contractors who qualify as a Local Tamarac Vendors (LTV) will be eligible for consideration for the LTV preference which will qualify the firm to receive **5 additional bonus points** to be added to the score for each evaluator.

- **What is a County Business Entity (CBE) in Broward County? - 2.5 Bonus Points**

A Broward County Business Entity is a firm that is certified by the Broward County Office of Economic and Small Business Development (OESBD) who can provide proof of that certification to the City as part of any solicitation response. In accordance with Chapter 6-146.1., "Local Business Preference" of the Tamarac Procurement Code, authorizes a preference program for Local Tamarac Vendors (2.5 points). Firms interested in becoming a Broward County Business Entity (CBE) must be registered and validated by the Broward County Office of Economic and Small Business (OESBD) Development. Interested vendors may obtain more information at:

https://www.broward.org/EconDev/Pages/localcertificationprograms.aspx

Only Contractors who are approved by the Broward County Office of Economic and Small Business Development (OESBD) and are included on the Broward County Certified Vendor Directory will be eligible for consideration for the CBE preference which will qualify the firm to receive **2.5 additional bonus points** to be added to the score for each evaluator.

- **What is a Veteran-Owned Small Business (VOSB) - 2.5 Bonus Points**

A Veteran-Owned Small Business" (VOSB): as specified in U.S. 38 CFR § 74.1, as amended, is a business that is not less than fifty-one (51) percent owned by one or more veterans, or in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more veterans; the management and daily business operations of which are controlled by one or more veterans and qualifies as "small" for federal business size standard purposes.

Prime contractors who qualify as a Veteran-Owned Small Business (VOSB) will be eligible for consideration for the LTV preference which will qualify the firm to receive **2.5 additional bonus points** to be added to the score for each evaluator.

The order of precedence for preferences is: 1) Local Tamarac Vendor (LTV); 2) Broward County CBE; and 3) Veteran-Owned Small Business (VOSB).

29. **CONSIDERATION OF CONVICTION HISTORY EMPLOYMENT POLICIES**

29.1 The policy of the City of Tamarac is that it will not include any question on any application for employment, inquire either orally or in writing, receive information about an applicant's criminal history background check, or otherwise obtain information about an applicant's criminal history until after the City initially determines that the applicant is otherwise qualified for a position. Once the City has initially determined that an applicant is otherwise qualified, the City may inquire into or obtain information about a criminal record.

29.2 The City encourages vendors that do business with the City to adopt and employ conviction history policies, practices, and standards that are consistent with the policies found in the first paragraph of this section herein. The City reserves the right to review all vendors' conviction history policies for consistency with City standards.

29.3 Vendors who are able to validate that their conviction history procedures conform to the same process as shown in this section herein above, will receive an additional **1 Bonus Point** which will be added to their Evaluation Committee score for each Evaluator when the City is soliciting Requests for Proposal, Requests for Qualifications or Requests for Letters of Interest, (unless prohibited by the requirements of Florida or U.S. statutes or code – e.g. Federal or State Grant requirements disallow any type of additional points for preference type of programs). Further, the City reserves the right to evaluate a contractor's execution of the conviction history standards as a part of the performance criteria of said City contracts.

29.4 Vendors are requested to provide information relating to their policies regarding criminal information history and will be asked to provide information as a part of vendor's electronic response. Vendors with criminal history information procedures that conform to the requirements of this section must provide validation of their procedures by uploading copies of their written policy and/or copies of their employment applications along with their electronic submittal response.

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V STANDARD TERMS AND CONDITIONS

Our Vision and Mission

Our Vision*: The City of Tamarac, our community of choice -- leading the nation in quality of life through safe neighborhoods, a vibrant economy, exceptional customer service and recognized excellence.*

Our Mission*: We Are "Committed to Excellence. . . Always" It is our job to foster and create an environment that. . .*

Responds to the Customer

Creates and Innovates

Works as a Team

Achieves Results, and

Makes a Difference

In the fulfillment of our vision and mission, as stewards of the public trust, we value vision, integrity, efficiency and quality service.

Our vendors are truly partners in meeting these commitments to the community, and in support of that vision and mission, we are committed to ensuring that qualified, competitive vendors who share our commitment to quality, efficiency, teamwork and customer service are employed to provide goods and services to the City. Our vendors are expected to deliver high quality products and efficient service that is provided on time and as ordered; in a manner that improves the overall value of the services that the City provides to its residents. In addition, we expect our vendors to work with the City as a team, and exhibit the highest level of integrity when dealing with any office or department of the City.

Diligence in the execution of the requirements of this proposal will ultimately contribute to the overall quality of services provided to the entire community. The City is searching for a firm who will exemplify these ideals in the execution of their work, and the successful firm will be measured against the performance standards outlined in this bid invitation.

1. STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions apply to all offers made to the City of Tamarac by all prospective Proposers, including but not limited to, Requests for Quotes, Requests for Proposal and Requests for Bid. As such the words "bid", "proposal" and "offer" are used interchangeably in reference to all offers submitted by prospective Proposers. The City of Tamarac reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, to enter into contract negotiations with the selected Proposer or take any other actions that may be deemed to be in the best interest of the City of Tamarac. Any and all special conditions in this RFP or any sample agreement document that may be in variance or conflict with these Standard Terms and Conditions shall have precedence over these Standard Terms and

Conditions. If no changes or deletions to the Standard Terms and Conditions are made in the Special Conditions, then the Standard Terms and Conditions shall prevail in their entirety.

2. INSURANCE

2.1 Offeror agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Offeror, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

2.2 Offeror shall obtain at Offeror's expense all necessary insurance in such form and amount as required by this proposal or by the City's Risk Manager before beginning work under this Agreement.

2.3 Offeror shall maintain such insurance in full force and effect during the life of this Agreement. Offeror shall provide to the City's Risk Manager current certificates of all insurance required under this section prior to beginning any work under this Agreement.

2.4 Offeror shall indemnify and save the City harmless from any damage resulting to it for failure of either Offeror or any Sub-Offeror to obtain or maintain such insurance.

2.5 The following are required types and minimum limits of insurance coverage, which the Offeror agrees to maintain during the term of this contract:

Line of Business Coverage:

Commercial General Liability Including:

Premises / Operations
Contractual Liability
Personal & Advertising injury
Bodily Injury
Independent Contractors
Explosion, Collapse and Underground Hazard
Products / Completed Operation
Broad Form Property Damage
Cross Liability and Severability of Interest Clause

Automobile Liability
Workers Compensation & Employer's Liability

Standard Insurance Limits:

General Liability: Occurrence/Aggregate	**$1,000,000 / $2,000,000**
Auto Liability: Occurrence / Aggregate	**$1,000,000 / $1,000,000**
Workers Compensation:	**Statutory**

Garagekeeper's Legal Liability policy with combined Single limit coverage for bodily injury and property damage: $75,000 minimum

Garage Liability policy with combined single limit coverage for bodily injury and property damage: $500,000 minimum.

The City reserves the right to require higher limits or additional coverages depending upon the Statement of Work under this Agreement.

2.6 Neither Offeror nor any Sub-Offeror shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Offeror will ensure that all Sub-Offerors will comply with the above guidelines and will maintain the necessary coverages throughout the term of this Agreement.

2.7 All insurance carriers shall be rated at least A-VII per Best's Key Rating Guide and shall be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days notice prior to cancellation.

2.8 The Offeror's liability insurance policies shall be endorsed to add the City of Tamarac as an "additional insured". The Offeror's Workers' Compensation carrier will provide a Waiver of Subrogation to the City.

2.9 The Offeror shall be responsible for the payment of all deductibles and self-insured retentions. The City may require that the Offeror purchase a bond to cover the full amount of the deductible or self-insured retention.

2.10 If the Offeror is to provide professional services under this Agreement, the Offeror must provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of $1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable only for Professional Liability.

2.11 The Successful Offeror agrees to perform the work under the Contract as an independent contractor, and not as a subcontractor, agent or employee of City.

3. INDEMNIFICATION

3.1 GENERAL INDEMNIFICATION: Contractor shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged:

a). Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, any sub-Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Work; or

b). violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by Contractor in the performance of the Work; or

c). liens, claims or actions made by the Contractor or any sub-contractor under workers compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, incurred by the City to enforce this agreement shall be borne by the Contractor

3.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

3.3 The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

3.4 City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

3.5 Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

4. INDEPENDENT CONTRACTOR

An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

5. TERM AGREEMENT REQUIRED

Contract Term: The City will require a final term Agreement for this requirement. The City reserves the right to include a renewal option or options which the City may exercise upon mutual agreement with the Contractor. The actual contract term will be specified under the Special Conditions and/or Scope of Work contained herein. The successful contractor will be responsible to successfully perform in accordance with the requirements

of the Statement of Work for the full term of the Agreement, as well as any agreed upon contract renewals and extensions. In the event that The City is unable to renew or replace an agreement prior to the end of the contract term, the Contractor shall continue to perform under the Agreement on a month-by-month basis at the same terms, conditions and pricing currently in place on the originally scheduled contract completion date, for a period to be detailed in the Special Conditions and/or Scope of Work contained herein, or until a new contract is put in place, whichever period is shorter.

6. DELIVERIES

Any item requiring delivery by the Offeror or by sub-contractors shall be delivered F.O.B. destination to a specific City address. All delivery costs and charges must be included in the bid price. If delivery of an item is required, the City reserves the right to cancel the delivery order(s) or any part thereof, without obligation if delivery is not made at the time specified in the proposal.

7. WARRANTIES

7.1 Successful Offeror warrants to City that the consummation of the work provided for in the Contract documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which Successful Offeror is a party.

7.2 Successful Offeror warrants to City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

7.3 Successful Offeror warrants to City that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.

7.4 All warranties made by Successful Offeror together with service warranties and guarantees shall run to City and the successors and assigns of City.

8. SAFETY STANDARDS

The Proposer warrants that the product(s) supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970 as amended, and shall be in compliance with Chapter 442, Florida Statutes as well as any industry standards, if applicable. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

9. INSPECTION

The City shall have the right to inspect any materials, components, equipment, supplies, services or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City and/or replaced at the entire expense of the successful vendor.

10. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the Consultant and its sub-consultants shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Consultant will take affirmative action to ensure that employees and those of its sub-consultants are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant and its sub-consultants shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Consultant further agrees that he/she will ensure that all sub-consultants, if any, will be made aware of and will comply with this nondiscrimination clause.

11. TAXES

11.1 Successful Offeror shall pay all applicable sales, consumer use and other similar taxes required by law.

11.2 The City of Tamarac is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided where applicable upon request.

12. PERMITS, FEES AND NOTICES

Successful Offeror shall secure and pay for all permits and fees and charges necessary for the proper execution and completion of the work, if applicable. The costs of all permits, fees and charges shall be included in the Price Proposal except where expressly noted in the specifications.

13. PERFORMANCE

Failure on the part of the Offeror to comply with the conditions, terms, specifications and requirements of the bid shall be just cause for cancellation of the proposal award. The City may, by written notice to the Proposal, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of non-performance.

14. TERMINATION OF AGREEMENT

14.1 TERMINATION FOR CAUSE AND DEFAULT

In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Successful Offeror neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if

such neglect or failure shall continue for a period of thirty (30) days after receipt by of written notice of such neglect or failure.

14.2 **TERMINATION FOR CONVENIENCE OF CITY**

This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Successful Offeror for such termination in which event the Successful Offeror shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Successful Offeror abandons this Agreement or causes it to be terminated, the Successful Offeror shall indemnify the city against loss pertaining to this termination.

14.3 **FUNDING OUT**

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

15. **RECORDS / AUDITS**

15.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

15.1.1 Keep and maintain public records required by the City in order to perform the service;

15.1.2 Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

15.1.3 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 term and following completion of the contract if the contractor does not transfer the records to the City.

15.1.4 Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

15.2 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

16. ASSIGNMENT

Successful Offeror shall not assign, transfer or subject the Contract or its rights, title, interests or obligations therein without City's prior written approval. Violation of the terms of this paragraph shall constitute a breach of the Contract by Successful Offeror and City may, at its discretion, cancel the Contract. All rights, title, interest and obligations of Successful Offeror shall thereupon cease and terminate.

17. EMPLOYEES

Employees of the successful Contractor shall at all times be under its sole direction and not an employee or agent of the City. The Contractor shall supply competent and physically capable employees. The City may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Bidder shall be responsible to the City for the acts and omissions of all employees working under its directions.

17.2 **Unauthorized Immigrants:** The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of any contract resulting from this RFP. This applies to any sub-contractors used by the Contractor as well. Note: Proposer shall certify that the Contractor and any subcontractor will utilize the U.S. Department of Homeland Security E-Verify System in accordance with Florida Statute FS 448.095.

18. E-VERIFY COMPLIANCE

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Contractor, or any subcontractor / subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor

knowingly violated the provisions of this section; but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor. An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or

contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

19. **GOVERNING LAW:**

The laws of the State of Florida shall govern this Agreement. Venue shall be Broward County, Florida.

20. **SCRUTINIZED COMPANIES F.S. 287.135 and 215.473**

Proposer must certify that the company is not participating in a boycott of Israel. Proposer must also certify that Proposer is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Proposer must acknowledge the question regarding the certification herein, that is attached to this proposal document.
Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the successful Contractor (Contractor) of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

21. **PUBLIC RECORDS CUSTODIAN**

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

CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321

(954) 597-3505
CITYCLERK@TAMARAC.ORG

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RFP 22-17R

TOWING SERVICES

VI SPECIAL CONDITIONS AND SCOPE OF WORK

It is the intent of the City to award the proposal to the responsive proposer providing a response which is most advantageous to the City. This proposal is issued pursuant to, and governed by the laws of the State of Florida, Article VII "Financial Procedures", Section 7.11, "Requirements for Public Bidding, of the City of Tamarac Charter; and Chapter 6 "Finance and Taxation", Article V, the Tamarac Procurement Code.

A. SPECIAL CONDITIONS

The following Special Conditions shall modify and take precedence over any general conditions contained herein.

1. CONTRACT TERM

The Agreement shall be for an initial period of five (5) years effective on **August 1, 2022**. Based on satisfactory performance by the Contractor during the initial term of the Agreement, the City reserves the right to renew the Agreement for one (1) additional five (5) year period. The City shall be the sole judge regarding whether the level of performance provided by the Contractor is satisfactory.

In the event that The City is unable to renew or replace an agreement prior to the end of the contract term, the Contractor shall continue to perform under the Agreement on a month-by-month basis at the same terms, conditions and pricing currently in place on the originally scheduled contract completion date, for a period not to exceed six (6) months, unless extended by the City upon mutual Agreement with the Contractor, or until a new contract is put in place, whichever period is shorter.

2. PERFORMANCE BASED CONTRACTING, PERFORMANCE GUARANTEES & PERFORMANCE BOND

2.1 Satisfactory Service Required

The City of Tamarac) has embraced the concept of Performance Based Contracting. Under this model of Performance Based Contracting, the City desires to enter into a partnering agreement with the successful contractor. A partnering agreement is an agreement that provides mutual benefits for both the City and the successful Contractor.

Specific provisions for a Performance Based Contract are as follows:

2.1.1 Contractor shall successfully adhere to the requirements of this Agreement and successful completion of all tasks required under the specifications in a manner which is acceptable to the City.

2.1.2 Semi-Annual Performance Review: At its sole discretion, the City may conduct periodic performance reviews of the Contractor. The frequency of said reviews will not exceed two (2) per year. Criteria to be evaluated will consist of, but not be limited to, performance guarantees listed herein, response times, complaints received, care and custody of vehicles and

owner's possessions, condition of facilities and equipment, extent and clarity of records, and conduct of management and personnel. Within thirty (30) days of the issuance of the results of a review, Contractor may respond to the City in writing and the parties shall meet to discuss the review and other pertinent subjects. A final report which shall include any "Contract Report Card" used by the City, which will enumerate the results of the review, by stakeholders, the Contractor's written response, and a summary of the semi-annual review meeting which will be prepared by City Staff, with a copy sent to the Contractor.

2.1.3 Contract Report Card: The City may utilize a "Contract Report Card" as a means of performing the semi-annual reviews. The City shall request contract stakeholders to serve on an evaluation panel during the contract term. The stakeholders shall include, but not be limited to City of Tamarac employees and employees assigned to the Tamarac District by the Broward Sheriff's Office. Each stakeholder will evaluate the Contractor using a "Contract Report Card" evaluation document, which will survey the Contractor's level of service. Evaluation criteria for the "Contract Report Card" will be developed by the City, with input from the Contractor.

2.1.4 Contractor performance on performance reviews will be an important consideration in determination of an extension term.

2.2 Performance Guarantees

As a part of this Agreement, the successful Contractor shall agree to maintain the following level of performance:

2.2.1 The successful Contractor shall provide a level of service which shall lead to optimal agency satisfaction. Complaints, including but not limited to poor service, unacceptable follow-up, disputes relating to invoice processing, etc. shall constitute unsatisfactory performance. More than three (3) complaints per month will prompt a review of the Contractor's performance, and may result in potential corrective action by the City.

2.2.2 Additional performance guarantees shall be as detailed in Section V.B. "*Scope of Work"* contained herein. The City and Contractor may mutually agree to additional performance guarantees as may be warranted.

2.3 Customer Complaint Tracking System Required

CONTRACTOR shall maintain a customer complaint system during the term of this Agreement. At a minimum the Customer complaint procedure shall provide that all customer complaints shall be resolved within the next business day. Upon request, CONTRACTOR shall supply CITY with copies of all complaints indicating the date and time of the complaint, the nature of the complaint and the manner and timing of its resolution. It is preferable that the complaint system shall provide for electronic entry, tracking and review of complaints, as well as management reporting that provides for an electronic log of complaints.

2.4 Performance Bond Required

CONTRACTOR shall furnish to CITY as of the date of this Agreement, with a Performance Bond in the amount of $10,000.00 payable to the City of Tamarac. The security shall be in a form acceptable to the City's Risk Manager; and shall be for the term of this Agreement. The security shall be furnished to CITY by CONTRACTOR within fifteen (15) days of the date of execution of this Agreement. Without limiting any other indemnification provisions herein, said security shall indemnify the CITY against any loss, expense, cost, or damage resulting from any default by CONTRACTOR hereinafter or any failure of performance by CONTRACTOR. The performance bond shall contain a sixty-(60) day cancellation notice provision for notification to the CITY.

3. PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held at the time and place shown on the front of this document. While attendance at the Pre-Proposal Conference is not mandatory, it is highly encouraged. Regardless, each Offeror shall be responsible for validating conditions and requirements prior to submitting a proposal, and to factor those conditions into Offeror's proposal pricing.

4. ADDITIONAL CONTRACTOR RESPONSIBILITY

Any related costs to towing, recovery, storage, or administration that are not specifically stated in this contract will be the sole responsibility of the Contractor. Contractor can only charge vehicle owners or operators the rates listed in this contract and under the terms and conditions contained in this contract.

Any proposed changes in fees shall be submitted in writing and approved by the City prior to implementation. The written request shall be accompanied by an amended "Schedule of Prices for Towing and Wrecker Service" reflecting the proposed changes.
The City of Tamarac will not be responsible for the collection or payment of any charge for services rendered by reasons of its having dispatched service in accordance with this contract unless such service charge is applicable to City owned, confiscated, or leased vehicles or equipment, street clean up without a tow (equivalent to a normal automobile tow), or City authorized special services. All other such services rendered shall be charged to the owner of the towed vehicle or other lawful claimant of possession.

5. SPECIAL SERVICES

If additional duties, similar to those contained in the Scope of Work for this RFP, but not specified in therein, are required by the City, and the Contractor is able to provide those special services, those services may be requested under this contract by authorized City staff. Examples of such special services could be removal of an aircraft from water, recovery of a large piece of City equipment from mud or providing "junk" vehicles, facilities and/or supervision for Fire/Rescue extrication training. Should such services be required, Contractor may be requested to provide additional insurance as may be required by the City's Risk & Safety Manager.

In such instances, the City will depend upon Contractor's experience in such matters and authorize the Contractor to assemble all necessary special equipment and staff, including use of subcontractors, to resolve the special or emergency situation. Whenever possible, estimated costs for such special services shall be provided to the City prior to engaging in work, and all costs shall be subject to negotiation. In any such instances, the City reserves

the right, time and circumstances permitting, to seek the special services elsewhere in accordance with the City procurement ordinances.

6. **NON-EXCLUSIVE SERVICES**

Nothing contained in this contract will prevent the owner or operator of a motor vehicle from calling a wrecker or tow truck of the operator's own choice, or requesting that their vehicle be towed to a garage location or compound of the operator's choice and not that of the Contractor, unless the disabled vehicle is creating a tie up of traffic or hazardous situation in the opinion of the appropriate City official at the scene.

7. **BENEFIT FROM REPAIRS**

Upon award of contract, the Contractor shall not engage directly or indirectly without prior disclosure and written City approval, in the automotive or truck repair, paint and body, salvage, junkyard, or recycling business. If the Contractor has any interest in automotive or truck repair, paint and body, salvage, junkyard, or recycling businesses, at the time this proposal is submitted, proposer shall so state in the proposal response, and list specific information related to such interests. The specific circumstances and relationship of the Contractor to these peripheral activities will be reviewed during evaluation of proposers' qualifications and capabilities. If during the term of the contract, including any option terms, Contractor acquires an interest in automotive or truck repair, paint and body, salvage, junkyard, or recycling businesses, Contractor shall immediately notify the City in writing. Failure to do so could result in termination for cause.

8. **SUBCONTRACTORS**

Any use of subcontractors will be at the City's sole option, and use of subcontractors must be preceded by receipt of written City approval and be subject to the following conditions:

8.1 Subcontracting shall be allowed for recovery and towing only, not for storage operations except abandoned or derelict "dead" vehicle storage.

8.2 All towing and recovery vehicles shall only be identified by Contractor's name, address of principal compound, and telephone number. No subcontractor identification shall be allowed.

8.3 Subcontractors shall not be used for critical accident emergencies or street blockage calls.

8.4 Contractor shall be held fully responsible for subcontractors' performance and insurance coverage.

8.5 City reserves the right, at its sole option, to withdraw approval of a particular subcontractor by giving the Contractor written notice.

8.6 If an emergency situation is declared by the BSO Officer or authorized City staff at the scene, that officer or staff person may waive 8.2 and 8.3 above and authorize Contractor to use subcontractors to resolve the immediate emergency.

9. **COMPLAINTS AND DISPUTES**

At all times Contractor shall conduct its business in an orderly, ethical and business-like manner and use every means to obtain and keep the confidence of the motoring public. All public contact shall be in a courteous and orderly manner.

All complaints concerning misconduct on the part of the Contractor or disputes between City staff and the Contractor will be referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the Contractor and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the Contractor to follow any such determination could be considered a material breach and subject the contractor to termination for cause.

10. RESOLUTION OF DISPUTES

All disputes concerning the level of service or any matter referred to herein will be referred to the City Manager of the City of Tamarac, or his designee, who shall conduct such investigations and inquiries, including discussions with the Contractor which the City Manager deems appropriate; the City Manager, or his designee, shall be the sole judge of the merits of the dispute and the CONTRACTOR shall abide by the decision of the City Manager.

11. CITY'S RIGHT TO SUSPENSION

Should at any time during the term of this contract, including any option terms, the Contractor should be in violation of any of the terms and conditions of this contract, the City shall have the right to suspend the Contractor until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.

Should at any time during the term of this contract, including any option terms, the Contractor or its principals become the subject of a criminal investigation, the City shall have the right to suspend the Contractor until the outcome of any pending investigation including trial, should one result. Upon termination of the criminal investigation, which does not result in criminal charges, the City at its sole discretion may cancel the contract or reinstate the contract. Should criminal charges result from the investigation, at the conclusion of the trial or upon a plea bargain by the Contractor, the City in its sole discretion may cancel the contract or reinstate the contract.

The Contractor shall be liable to reimburse the City for any administrative expenses incurred by the City related to contracting for services with temporary contractors in order to meet the City's towing requirements during the suspension period. Contractor shall also be liable to cover any differences in cost/price incurred by City between Contractor's fees and the fees of temporary contractors, in the event that such fees are higher than Contractor's fees during the suspension period.

12. VARIANCES

While the City allows Contractors to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points.

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B. SCOPE OF WORK -- TECHNICAL AND OPERATIONAL REQUIREMENTS

Successful proposer, hereinafter referred to as the Contractor, shall enter into a Franchise Agreement with the City of Tamarac, Florida hereinafter referred to as the CITY, for the purpose of providing adequate and qualified towing and wrecker service to the public.

1. REQUIRED LICENSES & OPERATIONAL TIMEFRAME

The Contractor shall hold and maintain a general towing and wrecker service license issued by Broward County; and shall be in good standing. The Contractor shall have actively conducted business within Broward County for a minimum of three (3) years. The Contractor must also have all necessary City and County licenses and permits as may be required to operate this type of business. All towing vehicles shall display current registration decals issued by Broward County. The Contractor shall file a copy of its Broward County towing and wrecker service license **annually** with the City at or near the contract anniversary date.

2. CITY VEHICLES

Contractor shall recover and tow City and/or BSO owned, confiscated, or leased vehicles that are located within Broward County to his compound or to any location within City limits at no charge to the City. City vehicles which are located outside Broward County which require towing services shall be billed to the City at normal commercial rates, as agreed to by Contractor and City. In the event a vehicle is held for evidence, Contractor shall store the vehicle at his compound at no charge and deliver that vehicle at no charge from his compound to any City designated location, within City limits.

3. ESTIMATED QUANTITIES

The current contract volume is approximately **1200** Broward Sheriff's Office (BSO) informational purposes only, no warranty or guarantee of quantities is given or implied. Contractor shall provide service as required.

4. ADMINISTRATIVE FEES AND COSTS OF SERVICES TO THE PUBLIC

4.1 Administrative Fee

4.1.1 As a condition of the Agreement, and pursuant to Florida Statutes, F.S. 323.002 (4), the Contractor agrees to pay to the City an Administrative Fee equal to twenty-five percent (25%) of the towing rates currently established by the Broward County Board of County Commissioners in accordance with the provisions of Part IX. *"Environmental and Consumer Protection Division"*, Chapter 40.50 *"Environmental and Consumer Protection Fee Schedule"*, Section c, *"Towing and Immobilization Rates and Fees",* Paragraph 4. *"Maximum Nonconsent Rates"* of the Broward County Administrative Code to cover the cost of enforcement, including parking enforcement by the City when a vehicle is towed from public property. The Contractor shall be responsible for the collection of the administrative fee on behalf of the City and shall remit such fee to the City upon collection on a quarterly basis, on the first business day of the new quarter.

4.1.2 The Contractor shall provide along with the Contractor's Towing Activity Report (See Scope of Work – Technical And Operational Requirements – Section 24

"REPORTS" herein), a detailed report or any and all Administrative Fees collected either already remitted to be remitted to the City, for each tow.

4.1.3 Upon adjustment of the towing rates by the Broward County Board of County Commissioners, the Administrative Fee shall be adjusted to reflect collections of 25% of the adjusted fees, which shall be in effect on the date that the adjusted Broward County rates take effect, which will normally be October 1st of each year. Payments shall be made in arrears and shall be due on the first business day of the contract quarter for the previously completed quarter (e.g. collections due on October 1st will be for the most recently completed period of July 1st through September 30th, and so on). If Administrative fees are delinquent, a late charge of $50.00 shall be applied in addition to interest at the highest rate allowed by current State Statute.

4.2 Cost of Services to the Public

4.2.1 The successful proposer shall be governed by the rates established by the Broward County Administrative Code, Part IX. *"Environmental and Consumer Protection Division"*, Chapter 40.50 *"Environmental and Consumer Protection Fee Schedule"*, Section c, *"Towing and Immobilization Rates and Fees",* Paragraph 4. *"Maximum Nonconsent Rates"* of the Broward County Administrative Code as may be amended from time to time, in effect at the time of the provision of services.

4.2.2 Rates may only be adjusted if allowed on October 1st of each year, or by a formal action by the Broward County Commission, by formal resolution, which amends the Broward County Administrative Code. Such rate adjustments shall be effective on the date provided for by the action taken by the Broward County Commission.

4.2.3 A copy of the most recent rates at the time of publication of this solicitation are attached hereto.

4.3 Additional Services Offered

At the discretion of the Proposer, additional services related to the towing of vehicles, or for roadside assistance may be offered to the City. Proposer may include a schedule of ONLY those additional services offered as a part of Proposer's response.

5. RESPONSE TIME

The contractor is to respond (arrive at the scene) within thirty (30) minutes of notice at any time of the day or night with appropriate equipment at the request of the BSO, or in the case of City vehicles, by an authorized City employee for Class A and B tows; and within forty-five (45) minutes for Class C and D tows. The Contractor assumes all liability in meeting the required response time including, but not limited to, any and all damages resulting from traffic accidents and motor vehicle infraction fines.

The following penalties shall apply to the contractor for failure to respond within the required time frame during any consecutive twelve (12) month period, which shall be monitored by the City's Project Manager:

A. First Three Offenses: Notification via Certified Letter.
B. Fourth Offense: $250.00 fine.

C. Fifth Offense: $350.00 fine or suspension, at the City's option.
D. Any further offense: $500.00 fine, suspension, or termination, at the City's option.

The Contractor is not to hook up or move any vehicle at the scene in any way without first having received instructions from a BSO member or other authorized City staff member.

In the case of abandoned or derelict vehicles where a BSO member is not waiting at or on his way to the scene, and the Contractor is so notified, response time shall be within twelve (12) hours of notice.

6. SERVICE CALL CANCELLATION

The City reserves the right to cancel a request for services at any time, including up to the time of hook-up, without any charge. The Contractor agrees that the mere response to a service call including arrival at the scene, without other action, does not constitute a service call where charges are applicable.

7. ETHICS AND CONDUCT

The Contractor agrees to conduct operations under this contract in a courteous, orderly, ethical and businesslike manner. As this contract is very sensitive in nature and requires the Contractor and his personnel to deal with the public on a daily basis, Contractors are required to extend common courtesies such as:

A. Expedite release of the vehicle in accordance with the terms of this contract.
B. Assist the vehicle owner in retrieving documents, from the vehicle, to establish ownership.
C. Allow the owner to remove the auto tag and any unattached personal possessions.
D. Explain fully and politely the reason for the tow and all charges levied.
E. If a dispute occurs, Contractor shall attempt to resolve the dispute promptly and politely. If it cannot be resolved satisfactorily, the dispute shall be reported to the City no later than the next business day.

8. CONTRACTOR PERSONNEL

Contractor shall have available sufficient qualified personnel for the operation of the equipment and to staff the office facilities as required to perform as specified. Contractor shall maintain a State of Florida Department of Motor Vehicles Report on each driver, to be updated annually.

Each wrecker shall be staffed by a driver meeting the following qualifications:

A. Possess a valid chauffeur's license.
B. Shall be familiar with the layout of the City streets.
C. Shall have the physical qualifications necessary to perform the normal tasks required of a tow driver.
D. Shall wear a uniform with the name of Contractor and driver's name while working in the City of Tamarac.

Contractor agrees that the owners of the Contractor, or officers if a corporation, shall be held fully responsible, except as otherwise prohibited by law, for the acts of their employees while on duty.

9. EQUIPMENT REQUIREMENTS

If awarded a contract, the Contractor is to provide the minimum number of wreckers in each classification listed below in accordance with the Rules of the Department of Highway Safety and Motor Vehicles Division of Florida Highway Patrol Wrecker Qualifications and Allocation System. If additional wreckers in any or all classes are required to handle the volume of tows requested under this contract, the Contractor is to provide them at no cost to the City. Contractor agrees to maintain a sufficient fleet of tow trucks and necessary equipment to perform the total contract service requirements, plus all other business including law enforcement and commercial. The City will be given preference on any call for service. All equipment shall be modern, commercially manufactured, and in good mechanical condition. No towing service equipment shall be used by the Contractor as an emergency vehicle. All towing vehicles must be equipped with a two-way radio capable of covering all assigned territory and the Contractor's Compound.

Contractor shall have full control and total availability of all equipment listed below in the contract inventory.

9.1. Class "A" Towing/Recovery Vehicle Specifications
Quantity: 6, including flatbed car carriers

9.1.1 A truck chassis with a manufacturer's rated capacity of at least 10,000 pounds gross vehicle weight. A complete commercially manufactured crane and winch having a manufacturers rating of at least 4+ tons must be mounted on the chassis. Hand crank winches do not satisfy these requirements and will not be approved.

9.1.2 A minimum of one hundred feet of 3/8-inch cable.

9.1.3 Cradle or tow plate or tow sling to pick up vehicles. The cradle or tow plate is to be equipped with safety chains and so constructed that no further damage will occur when picking up vehicles.

9.1.4 Dual rear wheels.

9.1.5 Vehicles that are equipped with wheel lifts or equivalent may also qualify as Class "A" tow trucks so long as all other applicable requirements are met.

9.1.6 In addition, Contractors should have sufficient roll-back or slide back car carriers with specifications and equipment as follows:

- A minimum of a one-ton truck with a sixteen-foot bed, dual wheels and one winch with an 8,000 pound capacity.
- A minimum of 50 feet of 3/8-inch cable.
- A brake lock device.
- A minimum of two-safety tie down chains twenty feet in length.
- Tow spot (flood) lights mounted on the rear.

9.2 Class "B" Towing/Recovery Vehicle Specifications
Quantity: 2 Minimum

9.2.1 A truck chassis with a manufacturer's rated capacity of at least 15,000 pounds gross vehicle weight.

9.2.2 Boom capacity of not less than 15 tons.

9.2.3 Power winch pulling capacity of not less than ten tons.

9.2.4 Minimum of two hundred feet of at least 7/16 inch cable.

9.2.5 Cradle or tow plate or tow sling to pick up vehicles. Cradle or tow plate to be equipped with safety chains and constructed so that no further damage will occur when picking up vehicles.

9.2.6 Dual Wheels

9.3 Class "C" Towing/Recovery Vehicle Specifications
Quantity: 1 in inventory and 1 additional available if needed

9.3.1 A truck chassis with a manufacturer's rated capacity of at least 30,000 pounds gross vehicle weight for single axle trucks and 50,000 pounds gross vehicle weight for tandem axle trucks. A complete twin winch, commercially manufactured crane and a winch having a manufacturers rating of at least 25+ ton capacity mounted on the chassis.

9.3.2 A minimum of two hundred (200) feet of at least 5/8-inch cable on each drum.

9.3.3 Air brakes so constructed as to lock the rear wheels automatically upon failure. Air brake system to supply air to disabled vehicles.

9.3.4 A cradle or tow plate or tow sling to pick up vehicle. The cradle or tow plate or tow sling is to be equipped with safety chain and so constructed that no further damage will occur when picking up vehicles.

9.3.5 Dual rear wheels.

Note: A Lowboy will not substitute for the required Class "C" vehicles.

9.3.6 Special Equipment: Equipment such as a Lowboy, air cushions, or major street clean up equipment does not have to be part of the Contractor's inventory. However, Contractor must demonstrate, to the satisfaction of the City, that such equipment is immediately available when the need for this infrequently used equipment occurs.

Lowboy specifications:

1. Hydraulic roll back, flatbed, tilt, self-loading with 50,000-pound minimum capacity, 60,000 pounds GVW.
2. Hydraulic winch capacity of 10,000 pounds minimum.
3. Size: 48 feet long and 102 inches wide.

Note: The CONTRACTOR will be required to have a minimum of two (2) vehicles available at all times to respond within 15 minutes to an emergency scene, on a twenty-four (24)

hour basis, seven (7) days a week, to assist the BSO, Public Services or Tamarac Fire Rescue Departments with extrication.

10. MISCELLANEOUS REQUIREMENTS

The City's Project Manager or designee reserves the right to inspect any unit utilized in the performance of this Agreement at any time during the term of the successful proposer's Agreement.

10.1 Wreckers shall be properly equipped with clearance and marker lights and all other equipment as required by the Florida Statutes.
10.2 There shall be a rotor beam or strobe type light, amber in color, mounted on the wrecker in such a manner that it can be seen from the front, rear and both sides.
10.3 If necessary, dollies for all wreckers except for Class "C" and roll back carriers will be available.
10.4 At least one heavy-duty push broom with a minimum width of 24 inches on each wrecker.
10.5 Flood light on the hoist.
10.6 Minimum of one square shovel per each wrecker.
10.7 Minimum of one ax per each wrecker.
10.8 One crowbar or pry bar with a minimum length of 30 inches per wrecker.
10.9 A minimum of one (5) pound $C0_2$, or dry chemical fire extinguisher or equivalent. The extinguisher must be of an approved type and have attached a current inspection tag. The extinguisher must be mounted to be readily accessible on every wrecker.
10.10 One (1) pair of bolt cutters with a minimum 1/2-inch opening per wrecker.
10.11 One set of jumper cables per wrecker.
10.12 One four-way lug wrench per wrecker.
10.13 One flashlight per wrecker.
10.14 Five 30-minute fuses per wrecker.
10.15 One snatch block for each winch, manufacturers rating to match winch, except for roll back carrier.
10.16 External air hookup and hoses for Class "C" trucks.
10.17 Extra towing chain six to eight feet in length with hooks per wrecker.
10.18 At least six safety cones or triangle reflectors per wrecker.
10.19 Fifty (50) pounds of sand or suitable equivalent per wrecker.
10.20 Motorcycle trailer.
10.21 When towing large vehicles, removal of drive train components such as axles and drive shafts shall be required.
10.22 When requested by the City, in preparation for or in response to a significant weather-related incident, the Contractor shall provide up to three (3) vehicles and operators to be located within the City at designated locations. These units will be dedicated to emergency operations until released by the City and will be made available when a civil emergency is declared by the City Manager or Governor.

11. TOW TRUCK MARKINGS

The Contractor agrees to have no markings on either vehicles, buildings, or correspondence that indicates or tends to indicate any official relationship between the Contractor and the Tamarac BSO or any police agency.

The name, address and telephone number of the Contractor and any other required decals or markings must be applied as required by section **713.78(8), F.S.** and current Broward County Ordinances.

12. RADIO COMMUNICATIONS

The Contractor agrees to provide a 2-way radio communication system. The communication system shall be between the Contractor's base station and all tow and service trucks utilized in providing police service within the city limits. A citizens band radio does not meet this requirement. Federal Communications Commission guidelines will prevail. The Contractor is at all times required to have the communication system staffed by competent employees.

13. STORAGE FACILITIES

The contractor will maintain a storage garage and outside storage facilities complying with all provisions of applicable building, zoning, and environmental regulations sufficient to store all vehicles towed under this contract until such vehicle(s) are claimed by the owner or otherwise disposed of legally. The Contractor must maintain a Principal Compound of not less than 50 vehicle capacity. Said compound shall be owned or leased by the Contractor and shall be located in accordance with the distance requirements as specified by Florida Statute 715.07 et al. The compound shall be open and staffed for vehicle receipt or release seven (7) days per week and twenty-four (24) hours per day. Unless picked up by the owner, vehicles towed and/or stored at the direction of the City will be held at this location for a minimum of five (5) days until released by the Tamarac BSO to permit BSO personnel convenient access to such vehicles. The equipment and facilities described below are to be located at this compound.

13.1 Inside Storage

13.1.1 Paved floor, i.e., concrete or asphalt, free of dirt, standing water and vegetation.
13.1.2 Working area of 9' x 20' per vehicle with at least an 8' ceiling.
13.1.3 Have, within thirty (30) days of award, a hydraulic rack capable of lifting vehicles totally off the floor or equivalent facilities to permit BSO investigators to stand below the vehicle to make thorough investigations.
13.1.4 Electrical lighting source sufficient to permit processing of vehicle.
13.1.5 One outside window or ventilation system.
13.1.6 May not be located on the physical plant (grounds) of another business; i.e., inside storage must be located inside the physical plant of the Contractor's business.
13.1.7 Contain a minimum of eight (8) inside storage spaces.

13.2. Outside Storage

13.2.1 To be kept and maintained to include: the removal of junk tires and auto parts, the trimming of all shrubbery, trees and lawns (fence line and grounds), adequate drainage to prevent standing water after rainstorms.

13.2.2 Must contain a minimum of fifty (50) spaces and housed so that a person may reasonably walk around each vehicle or trailer in an unobstructed manner.

13.2.3 Must be protected by one or more of the following methods:
- Alarm system which will alert a local law enforcement agency;
- Low light video camera system with up to ten (10) days recorded time;
- Guard dog;
- Or, by an approved equivalent protection method

13.2.4 Area shall be enclosed with a solid wall or a substantial wire fence not less than six (6) feet in height.

13.2.5 Contractor must provide outside storage, at outside storage rates, unless Contractor receives written instructions from the City or vehicle owner to provide inside storage for that vehicle.

13.2.6 The fence shall screen the enclosed area from public view, storage shall be fully illuminated, and barriers shall be affixed to the top of the fence or wall to discourage access over the top. The fence or wall shall be kept in good repair throughout the contract term. Damage to the fence or wall shall be repaired within twenty-four (24) hours.

13.3 Office Facilities

13.3.1 To include telephone and rest room facilities and workspace such as desk, phone, etc.

13.3.2 Physical plant to have name and mailing address clearly painted or a sign on the front of the building.

13.3.3 To be separate from any other business or enterprise.

13.3.4 Must be accessible 24 hours per day, 7 days per week.

13.3.5 There must be 24-hour radio communication, which is staffed 7 days per week. Phone answering services are not permitted.

13.4. Crime Scene Storage

13.4.1 A storage facility for vehicles that have been marked “Hold” by the Tamarac BSO relative to a crime scene investigation shall be stored at the Contractor's Principal Compound.

13.4.2 Any vehicle towed and stored as a result of the marked “Hold” relative to a crime scene investigation shall be handled with gloves, i.e. cloth, rubber or leather, by the wrecker operator.

13.4.3 Crime scene vehicles shall be stored to prevent physical contamination or degradable evidence from deteriorating by coverage of the vehicles with tarpaulin type covers, or their equivalent, or by storage in a covered facility.

13.4.4 If laboratory work on a crime scene vehicle must be processed at the Tamarac BSO, the crime scene vehicle shall be transported at no charge to the City.

13.4.5 If laboratory work on a crime scene vehicle must be processed at the Ft. Lauderdale BSO Crime Scene Investigation garage, vehicle shall be transported to the BSO Crime Scene Investigation in Ft. Lauderdale at no charge to the City.

13.4.6 Unless a “Hold” has been placed upon the vehicle, disposal of vehicles will be in accordance with current Florida State Statutes.

All Contractor storage facilities shall be subject to inspection and must be approved by the City prior to the award of a contract. Storage facilities shall also be subjected to periodic inspection when deemed necessary by the BSO or other authorized City personnel, during the life of this contract. Any discrepancies in the sole opinion of the City shall be submitted in writing to the Contractor and ten (10) days shall be allowed for the Contractor to correct the discrepancies, to the satisfaction of the City.

The Contractor will provide, at the request of the Tamarac Fire or BSO, use of their storage facility as an extrication-training site.

14. PROTECTION OF VEHICLES AND PROPERTY

The Contractor's liability for any vehicle towed and all property contained therein will commence with the time the wrecker is hooked onto the towed vehicle.

The Contractor will have his employee, representative or agent, complete a Vehicle Storage Receipt (Tow Slip) jointly with a BSO member or owner or possessor of the vehicle, for each vehicle he is directed to tow. Such Tow Slip shall be provided by the BSO. One copy shall be maintained by the Contractor as a permanent record; one copy will be given to the owner or operator of the vehicle being towed (if known) or placed inside the vehicle; and one copy will be retained by the BSO.

The Vehicle Storage Receipt shall contain the following information:

A. Make of vehicle and type.
B. License number and VIN number.
C. A list of all personal property contained in the vehicle to be towed.
D. General description of the vehicle as to the condition, damaged parts (identified in detail), missing parts, and such other information as may be necessary to adequately describe the vehicle.
E. Any extra waiting time or complications charges authorized by officer at the scene.

In the event a BSO member is not at the scene the report shall be signed by the Contractor and immediately delivered to the Tamarac BSO. No vehicle can be removed from the scene until the Vehicle Storage Receipt has been completed and signed.

The Contractor shall be solely liable and responsible to the owner or legal entity entitled to lawful possession of all personal property in any vehicle towed under the authority of this contract. In the event of a complaint of missing items from the vehicle, the Contractor will cooperate with the BSO Investigator in an investigation pertaining to the missing items, which will include making the wrecker driver or lot personnel available to the BSO Investigator.

The Contractor shall be responsible for the safekeeping of and shall be accountable to the owner of the vehicle for all personal property, vehicle accessories, as well as for the vehicle stored within the storage facilities of the Contractor. Personal property contained in vehicle(s) which are removed and stored by the Contractor shall NOT be disposed of by the Contractor to defray any charges for towing or storage of vehicle(s) and such property must be returned to the owner or other person legally entitled to lawful possession

of the vehicle upon request and without regard to any fees owed by such person or legal entity.

15. **RELEASES**

The Contractor shall directly release any vehicle, which has not been marked "Hold" providing the proper proof of identification and ownership is presented. Any vehicle towed that is marked "Hold" cannot be released without written authority from the Tamarac BSO. The Contractor shall release any vehicle towed in at the request of the BSO only to the person whose name appears on the title or registration certificate as the registered owner of the vehicle or to the authorized agent of such person.

Vehicles seized for forfeiture or held for a crime scene investigation pursuant to the Tamarac BSO, shall be stored at such compound for whatever period of time necessary in order to properly process the vehicle and any investigation involved at no charge to the City.

16. **OWNER NOTIFICATION**

The Contractor agrees to be responsible for notifying the registered owner or agent of the whereabouts of the vehicle in accordance with Florida Statute 713. The Contractor agrees to maintain a log at the place of business listing date, time, and method of notification.

17. **ABANDONED AND DERELICT VEHICLES**

The Contractor may dispose of equipment to compensate for towing and storage charges after all responsibilities called for in accordance with Florida Statutes have been adhered to. Records must be maintained which state towing, storage and salvage compensation for City audit purposes.

18. **CLEANUP**

The Contractor when towing vehicle(s) from the scene of an accident will be responsible for removing from the street all broken glass and other non-hazardous matter that may be in the street as a result of the accident. The cost of such normal accident cleanup shall be consistent with the requirements of applicable Broward County ordinances which regulate towing services. In the event the accident creates a major oil or fuel spill, or other unusual circumstance that requires additional Contractor staff or equipment, the cost of such staff or equipment shall be charged to the vehicle owner.

19. **DISPOSAL OF VEHICLES**

Should Contractor, as a result of this agreement, have in his possession any vehicle or personal property for a period in excess of thirty five (35) days, and should the Contractor be ordered to relinquish such vehicle or personal property to the Tamarac BSO, the Contractor agrees to immediately do so if so notified prior to the thirty five (35) day limit. The BSO agrees to pay the Contractor the towing, recovery, and storage charges due in accordance with this contract, which they in turn would collect from the owner or person lawfully in possession of the vehicle or personal property, that has been towed, recovered, or stored.

20. **POSTING AND PROVIDING APPROVED TOWING RATES**

Contractor shall prominently post near the cashier's location, at his principal compound, a list of all towing and storage rates approved as a result of this contract. A rate card containing these rates shall also be available for owners review in each towing vehicle.

21. INVOICES

The Contractor shall provide a separate invoice for each and every towing service provided under this contract. The basic information contained in the invoice shall include, but not be limited to the following:

A. Date of service call.
B. Service call number assigned by Tamarac BSO.
C. Location where tow originated and destination.
D. Vehicle VIN number.
E. Vehicle make and model.
F. Vehicle license number.
G. Drivers name and I.D. number.
H. Reason for the tow such as: accident, parking, road blockage, city vehicle, confiscated, abandoned/derelict, etc.
I. Breakdown of all towing, recovery, and storage charges.

On the back of the page of the invoice that is provided as a receipt or attached on separate sheet when the owner pays for and picks up his vehicle will be legibly printed or stamped with the following information:

A. A policy statement concerning rates, policies, and procedures provided by the City.
B. A list of all approved rates.
C. City telephone numbers for questions or complaints regarding the contract.

The type size and content of this information is subject to City approval.

22. FORM OF COMPENSATION

The CONTRACTOR agrees to accept the following forms of payment at a minimum, at the storage facility and in the field: cash, at least one major credit card, debit cards, commercial cashiers check or travelers check. When using cash, CONTRACTOR shall be responsible to provide correct change to the nearest dollar. CONTRACTOR may impose a transaction fee for the use of credit cards no greater than the fee established by the Broward County Board of County Commissioners as detailed in the Broward County Administrative Code, Part IX. “Environmental and Consumer Protection Division”, Chapter 40.50 “Environmental and Consumer Protection Fee Schedule”, Section f, “Miscellaneous Fee Provisions”, sub-paragraph 6. (Note: The maximum fee at the time of the proposal due date is 3%.)

23. RECORDKEEPING, REPORTING, AUDIT AND INSPECTION RIGHTS

23.1 Access and Audits: The Contractor shall create, maintain and make available within Broward County during each contract year and for three years following the end of the Contract, adequate records as defined in, and required by, this Contract, all applicable local, state, and federal laws, rules and regulations, and any reports as are reasonably necessary to Contractor shall maintain at its principal compound or central offices, files which include but are not limited to the following:

A. A Vehicle Storage Receipt for each vehicle impounded under the contract.
B. A copy of all paid invoices.
C. A log of calls for service.
D. A notification log indicating date, time, and method of notification to the registered owner of an impounded vehicle.

E. A log containing all vehicles that have remained unclaimed for thirty (30) days or more.

23.2 The Contractor shall provide the City with a review of the Revenue and Expense Financial Statement representing the financial results of operations. The review must be performed in accordance with Statements on Standards for Attestation Engagements and Related Interpretations promulgated by the American Institute of Certified Public Accountants. The annual review shall be delivered to the City within one hundred and twenty (120) days of the twelve (12) month period ending the Contractor's fiscal year. The audit can be limited to the entity actually providing services.

23.3 No rate adjustments of any type will be granted to the Contractor unless all required audits and cost statements have been filed in a timely manner.

23.4 The City shall have the right to inspect and review all records, including recording and recordkeeping requirements, maintained by the Contractor during normal business hours upon twenty-four (24) hour notice to the Contractor.

24. REPORTS

Contractor shall submit the following reports to the Tamarac BSO by the 15th of each month for the previous month. The form of the reports shall be determined by the Contractor; but are subject to the approval of the City.

A. Towing Activity Report to include for each and every tow:

1. Date of tow.
2. Service call number assigned by Tamarac BSO.
3. Type of tow such as accident, parking, abandoned City vehicle, etc.
4. Location where vehicles towed from.
5. Vehicle make.
6. Tag/license plate.
7. Administrative Fee collected. (Administrative Fee data may be provided in a separate report.)

B. Vehicle Release Report to include:

1. All information contained in the Towing Activity Report.
2. Date vehicle released or disposed of.
3 Method of disposition such as: release to owner, release to public auction.
4. A complete breakdown of all towing charges with a total including sales taxes.

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VII PROPOSAL SELECTION & EVALUATION OF PROPOSALS

The City Manager shall appoint an Evaluation and Selection Committee to review Proposals. The City reserves the right to select the Proposer who represents the best value, and to accept or reject any proposal submitted in response to this solicitation. The City's Evaluation and Selection Committee will act in what they consider to be the best interest of the City and its residents.

1. ACCEPTABILITY OF PROPOSALS

The Offer shall be evaluated solely in accordance with the criteria set forth herein. The proposals shall be categorized as follows:

- **i.** Acceptable;
- **ii.** Potentially Acceptable; that is reasonably susceptible of being made acceptable; or
- **iii.** Unacceptable -- Scoring is below an aggregate score which may be specified in the proposal document, or in the absence of a specific aggregate score, a score lower than 70% of the potential possible points available.

2. EVALUATION METHOD AND CRITERIA

Upon appointment by the City Manager, the Evaluation and Selection Committee will review all responsive proposal submittals. The City may request that Proposers with the highest-ranked submittals make a detailed oral presentation of their product/service to the Evaluation and Selection Committee.

The City reserves the right to enter into contract negotiations with the selected Proposer. If the City and the selected Proposer cannot negotiate a successful contract, the City may terminate such negotiations and begin negotiations with the next highest-ranked Proposer. No Proposer shall have any rights against the City arising from such negotiations.

Proposals shall be evaluated in accordance with the weighted criteria listed below:

i. **Compliance with Request for Proposals [Mandatory]**. This refers to the adherence to all conditions and requirements of the Request for Proposals.

ii. **Capabilities and Services to be Provided**. This refers to the capabilities of the Offeror to provide the required service to the City and/or BSO, and shall consider equipment available, facilities, and proposed services to be provided by the Contractor. This area will consider the exact type and nature of the offeror's proposed services and how they accomplish the tasks required by this proposal, as well as the ability to rapidly respond to the City's needs, as defined in the Evaluation Criteria set forth.

iii. **Qualifications and References.** Offeror's capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, and reliability which will assure good faith performance, as well as satisfactory reference verification. This criteria includes:

- The experience of the firm and its record on engagements of a similar nature, including the ability to serve in a similar capacity for other units of government or organizations.

- Personnel to be assigned to the project, and their education, capabilities, qualifications and experience with similar projects
- Reference information gathered from other entities regarding the past experience of the firm; and
- Other areas addressed in the Statement of Work herein.

iv. **Local / CBE / Veteran Preference Consideration (Bonus Points) 5 Points**

The City of Tamarac is responsive to our vendor community and to local Tamarac and small Broward County businesses. In accordance with Chapter 6-146.1., "Local Business Preference" of the Tamarac Procurement Code authorizes a preference program for Local Tamarac Vendors (5 points) as well as a preference for firms certified by the Broward County Office of Economic and Small Business Development (OESBD) as a Small Business Vendor (2.5 points), and Veteran-owned Business Vendors (2.5 points). Recipients may receive credit for either being a Local Tamarac Vendor or a Broward County Small Business Vendor, or a Veteran-owned Vendor, whichever has the highest point value.

v. **Consideration of Conviction History Policy (Bonus Point) 1 Point**
Firms who utilize employment practices which do not request information from potential job seekers regarding the conviction history or criminal record on the firm's job application or as part of its preliminary screening process.

3. **MAXIMUM TECHNICAL & COST POINTS (Up to 100 Points + 6 Bonus Points)**

Compliance with Request for Proposals [Mandatory]	
Capabilities and Services to Be Provided	60 Points
Qualifications and References	40 Points
TOTAL TECHNICAL POINTS	100 Points
Bonus Points: Local / CBE / Veteran Owned Vendor Preference	5 Points
Bonus Points: Consideration of Conviction History	1 Point
TOTAL BONUS POINTS	6 Points
TOTAL POSSIBLE POINTS (including Bonus Points)	**106 Points**

These weighted criteria are provided to assist Proposers in the allocation of their time and efforts during the proposal preparation process. The criteria also guide the Evaluation Committee during the evaluation of proposers by establishing a general framework for those deliberations.

Once the Proposals are evaluated, a "short-list" of proposers may be selected to make presentations to the Evaluation and Selection Committee, prior to a recommendation for award.

Best Value Scoring. the weighted criteria shall be used for the initial evaluation of proposals for either short-listing, or as the final evaluation method if the number of responses received does not warrant a short-listing cycle. The City may then use a best value ranking for the final ranking of firms after the completion of the evaluation process and/or any oral presentations or site visits with the short-listed firms. The Best Value Scoring will require the Evaluation

Committee to assign a composite score rank, based on the Committee's determination of the relative overall value of the Proposer's response. Composite scores will rank responses from 1 (1st place), 2 (2nd place), and so on, for the total number of responses under consideration.

4. **DISCUSSIONS & PRESENTATIONS**

Short-listed Proposers may be requested to make presentations to the Committee. The City may require additional information after evaluating the submittals, and Proposers agree to furnish such information upon the City's request.

All Proposers are advised that in the event of receipt of an adequate number of Proposals which in the opinion of the Evaluation Committee require no clarification and/or supplementary information, such Proposals may be evaluated without discussion. Hence, proposals should be initially submitted complete with favorable terms and show the Proposers most advantageous solution offered the City.

The Proposers with the highest-ranked submittals may be asked to make a detailed presentation of their product/service to the Evaluation and Selection Committee; or may be requested to make their facilities available for a site visit by members of the Evaluation and Selection Committee.

The City reserves the right to enter into contract negotiations with the selected Proposer. If the City and the selected Proposer cannot negotiate a successful contract, City may terminate such negotiations and begin negotiations with the next highest-ranked Proposer. No Proposer shall have any rights against the City arising from such negotiations.

5. **BEST AND FINAL OFFER**

The City reserves the right to request Best and Final Offers from any or all Proposers when the City determines that information received during the evaluation process warrants additional clarification.

6. **AWARD OF AGREEMENT**

Award shall be made by the City to the responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration price and the evaluation criteria set forth above. The City of Tamarac reserves the right to accept the Proposal as a whole or for any component thereof if it appears to be in the best interest of the City.

7. **RIGHT TO REJECT PROPOSALS**

To the extent permitted by applicable state, federal laws, and regulations, City reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work, and to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions, unauthorized alterations, or irregularities of any kind.

City reserves the right to reject any Proposal if City believes that it would not be in its best interest to make an award to a particular Proposer, either because the Proposal is not responsive, the Proposer is unqualified, of doubtful financial ability, or fails to meet any other pertinent criteria established by City within the scope of this solicitation.

CONTACT WITH PERSONNEL OF THE CITY OF TAMARAC OTHER THAN THE PURCHASING AND CONTRACTS MANAGER OR DESIGNATED REPRESENTATIVE DURING THE SOLICITATION, EVALUATION AND AWARD PROCESS REGARDING

THEIR REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

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TAMARAC

The City For Your Life

AGREEMENT
BETWEEN
THE CITY OF TAMARAC
AND

TOWING SERVICES FRANCHISE AGREEMENT

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FORM AGREEMENT FOR TOWING, WRECKER AND STORAGE SERVICES

BETWEEN THE CITY OF TAMARAC
AND

THIS AGREEMENT is made and entered into this day of , 20 , by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "City") and , a corporation with principal offices located at (the "Contractor") to provide the exclusive franchise rights for all towing services required by the City or by the Broward Sheriff's Office (BSO) acting on behalf of the City.

W I T N E S E T H:

WHEREAS**,** CONTRACTOR has maintained a high level of professional towing wrecker and storage service for the benefit of the citizenry thereof; and

WHEREAS, the CITY is desirous of maintaining the high level of competent, professional towing, wrecker and storage service in conjunction and harmony with its fiscal policies of sound, economic management; and

WHEREAS, CONTRACTOR has agreed to render to the CITY a high level of professional towing, wrecker and storage service and the CITY is desirous of contracting for such services upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the sums hereinafter set forth and for the other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

ARTICLE 1. TOWING, WRECKER & STORAGE SERVICE CONTRACT DOCUMENTS

CONTRACTOR shall provide to CITY for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, competent professional towing, wrecker and storage service within and throughout the corporate limits of the CITY to the extent and in the manner hereinafter described.

The contract documents consist of this Agreement, Invitation for Request for Proposal (RFP) Document No. 22-17R, "TOWING SERVICES FRANCHISE", including all conditions therein, (General Terms and Conditions, Special Conditions and/or Scope of Work – Technical and Operational), all addenda, the Contractor's bid/proposal included herein, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between RFP # 22-17R, "TOWING SERVICES FRANCHISE" as issued by the City, and the Contractor's Proposal, Invitation for RFP 22-17R as issued by the City shall take precedence over the Contractor's Bid. Furthermore, in the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

ARTICLE 2. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the respective meanings hereinafter set forth:

2.1 Broward Sheriff's Office (BSO): shall mean the Broward Sheriff's Office the official law enforcement agency of the City of Tamarac, Florida.

2.2 Performance Bond: shall mean the form of security approved by the City and furnished by

CONTRACTOR as a guarantee that CONTRACTOR will execute the work in accordance with the terms of the agreement and will pay lawful claims.

2.3 Project Manager: shall mean the Fleet Supervisor for the City of Tamarac Department of Public Services, Public Works Division.

2.4 Scope of Work: shall mean the work under this agreement shall consist of the supervision, materials, equipment, labor and all other items necessary to complete said work.

2.5 Service Area: City limits of the City of Tamarac.

2.6 Service: shall mean comprehensive towing, wrecker and storage service provided each day of the year on a twenty-four (24) hour per day basis.

ARTICLE 3. GRANT OF FRANCHISE

In consideration of CONTRACTOR's performance hereunder and in compliance with the covenants and conditions set forth herein and in the ordinances and regulations of the CITY governing towing, wrecker and storage services, the CITY hereby grants to CONTRACTOR the right pursuant to Article 7.19 of the City's Charter to use the public streets, alleys, thoroughfares within the corporate limits of the CITY for the purpose of engaging in the business of towing, wrecker and storage services for commercial, residential and City customers located within the corporate limits of the CITY pursuant to the terms of this Agreement, but not otherwise.

ARTICLE 4. ADMINISTRATIVE FEE

4.1 As a condition of the Agreement, and pursuant to Florida Statutes, F.S. 323.002 (4), the Contractor agrees to pay to the City an Administrative Fee equal to twenty-five percent (25%) of the towing rates currently established by the Broward County Board of County Commissioners in accordance with the provisions of Part IX. "Environmental and Consumer Protection Division", Chapter 40.50 "Environmental and Consumer Protection Fee Schedule", Section c, "Towing and Immobilization Rates and Fees", Paragraph 4. "Maximum Nonconsent Rates" of the Broward County Administrative Code to cover the cost of enforcement, including parking enforcement by the City when a vehicle is towed from public property. The Contractor shall be responsible for the collection of the administrative fee on behalf of the City and shall remit such fee to the City upon collection on a quarterly basis, on the first business day of the new quarter.

4.2 The first payment shall be due on the first day of the new quarter immediately following the effective date of the Agreement and subsequent payments are due on the first day of each quarter thereafter. Subsequent payments shall be made in arrears and shall be due on the first business day of the contract quarter for the previously completed quarter (e.g. collections due on October 1st will be for the most recently completed period of July 1st through September 30th, and so on). If Administrative fees are delinquent, a late charge of $50.00 shall be applied in addition to interest at the highest rate allowed by current State Statute.

4.3 The Contractor shall provide along with the Contractor's Towing Activity Report (See ARTICLE 10 "REPORTS" herein), a detailed report or any and all Administrative Fees collected either already remitted to be remitted to the City, for each tow.

4.4 Upon adjustment of the towing rates by the Broward County Board of County Commissioners, the Administrative Fee shall be adjusted to reflect collections of 25% of the adjusted fees, which shall be in effect on the date that the adjusted Broward County rates take effect, which will normally be October 1st of each year.

ARTICLE 5. TERM

5.1 Agreement Term: the term of this agreement shall be for a five (5) year period commencing on and including August 1, 2022 and expiring on July 31, 2027.

5.2 Option/Extension: CITY shall have the option to extend the term of this agreement on a month-to-month basis on thirty (30) days written notice.

5.3 Renewal Term: this agreement shall be renewable by agreement of both parties for 0ne (1) additional five (5) year period. This option is available at the sole discretion of the CITY, and if exercised by the CITY, CONTRACTOR shall be required to provide the same services upon the same terms and conditions for the extended agreement term; however, the CITY and CONTRACTOR may negotiate adjusted Franchise Fee payments at the time of renewal. CITY shall not have any obligation to exercise this option.

ARTICLE 6. SCOPE OF SERVICES

6.1 CONTRACTOR shall comply with the requirements and proposal specifications as enumerated in Request for Proposal # 22-17R incorporated herein and made a part hereof as if set forth in full incorporated herein by reference, and as seen in this Agreement and attached exhibits.

6.2 CONTRACTOR shall have a non-exclusive franchise to provide in accordance with instructions received from CITY, towing, wrecker and storage service within the City limits of the City of Tamarac from the date of the agreement for period of five (5) years with an option to renew for an additional five-year period. In the event that the Agreement is set to expire, and a renewed or replacement Agreement is not yet in place, the Agreement shall continue per the same terms and conditions on a month to month basis until such renewal or new agreement becomes effective.

6.3 CONTRACTOR agrees to provide employees and sufficient equipment for immediate response to calls for service, seven days a week, 24 hours a day.

6.4 An authorized representative of CITY shall request the services of CONTRACTOR whenever towing, wrecker and storage service is required in a situation where the owner of the motor vehicle involved did not specify or instruct CITY to telephone or order service from a specific towing or wrecker service; or where the use of CONTRACTOR is deemed to be in the best interest of the CITY.

6.5 However, in the event that CONTRACTOR, in the opinion of and within discretion of the CITY, does not have available the necessary equipment to provide the service required at a particular time or place, City may, at its sole discretion call upon another towing or wrecker service to provide a part of or all of the equipment required in any particular circumstance. If CONTRACTOR is not given the first opportunity to respond, upon CONTRACTOR's request, the CITY shall provide to CONTRACTOR a written memorandum setting forth the reason why CONTRACTOR's services were not utilized.

6.6 Further, in the event that CONTRACTOR does not provide service within the thirty (30) minute time frame for Class A and B tows, or forty-five (45) minute timeframe for Class C & D tows, following the request by CITY, then, CITY may at its discretion call upon another towing or wrecker service to provide the service required.

6.7 In the event that CONTRACTOR cannot by reason of equipment failure or other reason respond adequately to CITY's needs, it shall be the responsibility of CONTRACTOR to advise the CITY immediately and to further advise CITY of the terms of CONTRACTOR's inability to provide adequate service so that CITY may call upon another wrecker or towing

service during this period.

6.8 CONTRACTOR agrees to maintain at all times modern, updated equipment capable of meeting all the needs of CITY in connection with the terms of this agreement and further, CONTRACTOR agrees that the said equipment shall, in addition to the specifications and requirements set forth in the attached **Exhibit " "** incorporated herein and made a part hereof as if set forth in full, also be staffed by well trained and courteous personnel. All equipment purchases and maintenance shall be at CONTRACTOR's expense. Failure to maintain the equipment will be considered a material breach of this agreement.

6.9 CONTRACTOR shall be familiar with and shall be responsible for complying with all Federal, State and Local laws, ordinances, rules and regulations that in any manner govern CONTRACTOR's operation.

6.10 CONTRACTOR agrees to provide and furnish any and all information requested by any Broward County law enforcement agency.

6.11 CONTRACTOR agrees that upon arrival at any accident scene, the tow truck operators will remove from the site any hazardous debris, spilled petroleum products or volatile items unless directed otherwise by the fire department or law enforcement agency.

ARTICLE 7. PUBLIC RECORDS

7.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

7.1.1 Keep and maintain public records required by the City in order to perform the service;

7.1.2 Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

7.1.3 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 term and following completion of the contract if the contractor does not transfer the records to the City.

7.1.4 Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

7.2 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records

directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract. The Contractor shall maintain the files which include but are not limited to the following:

7.2.1 A Vehicle Storage Receipt for each vehicle impounded under the contract.

7.2.2 A copy of all paid invoices.

7.2.3 A log of calls for service.

7.2.4 A notification log indicating date, time, and method of notification to the registered owner of an impounded vehicle.

7.2.5 A log containing all vehicles that have remained unclaimed for thirty (30) days or more.

7.3 The Contractor shall provide the City with a review of the Revenue and Expense Financial Statement representing the financial results of operations. The review must be performed in accordance with Statements on Standards for Attestation Engagements and Related Interpretations promulgated by the American Institute of Certified Public Accountants. The annual review shall be delivered to the City within one hundred and twenty (120) days of the twelve (12) month period ending the Contractor's fiscal year. The audit can be limited to the entity actually providing services.

7.4 No rate adjustments of any type will be granted to the Contractor unless all required audits and cost statements have been filed in a timely manner.

7.5 The City shall have the right to inspect and review all records, including recording and recordkeeping requirements, maintained by the Contractor during normal business hours upon twenty-four (24) hour notice to the Contractor.

ARTICLE 8. REPORTS

Contractor shall submit the following reports to the Tamarac BSO by the 15th of each month for the previous month. The form of the reports shall be determined by the Contractor; but are subject to the approval of the City.

8.1 Towing Activity Report to include for each and every tow:

8.1.1 Date of tow.

8.1.2 Service call number assigned by Tamarac BSO.

8.1.3 Type of tow such as accident, parking, abandoned City vehicle, etc.

8.1.4 Location where vehicles towed from.

8.1.5 Vehicle make.

8.1.6 Tag/license plate.

8.1.7 Administrative Fee collected. (Administrative Fee data may be provided in a separate report.)

8.2 Vehicle Release Report to include:

8.2.1 All information contained in the Towing Activity Report.

8.2.2 Date vehicle released or disposed of.

8.2.3 Method of disposition such as: release to owner, release to public auction.

8.2.4 A complete breakdown of all towing charges with a total including sales taxes.

ARTICLE 9. COST OF SERVICES TO THE PUBLIC

9.1 CONTRACTOR charges and fees for towing, wrecker and storage and wrecker service rendered within the City limits of the City of Tamarac in connection with this provision of the agreement shall be as established by the Broward County Administrative Code, Part IX. “Environmental and Consumer Protection Division”, Chapter 40.50 “Environmental and Consumer Protection Fee Schedule”, Section c, “Towing and Immobilization Rates and Fees”, Paragraph 4. “Maximum Nonconsent Rates”, as may be amended from time to time, in effect at the time of the provision of services.

9.2 Rates may only be adjusted pursuant to a formal action taken by the Broward County Commission, by formal resolution, which amends the Broward County Administrative Code.

9.3 Rate adjustments shall become effective on the date provided for pursuant to the effective date established by the Broward County Commission action.

9.4 Any proposed fees for additional services shall be submitted in writing and approved by the City prior to implementation.

ARTICLE 10. MAINTENANCE OF ABILITY

10.1 CONTRACTOR shall furnish to and maintain for the benefit of the CITY, within the cost of the agreement therefore, all necessary labor, supervision, equipment, vehicles, communications facilities and supplies necessary and proper for the purpose of performing the services duties and responsibilities set forth and contemplated herein and as necessary to maintain the level of service to be rendered hereunder.

10.2 It is expressly understood by and between the parties to this agreement that CITY is a municipal corporation and this agreement relates to the provision to the City of service that clearly affects the health and welfare of the citizens of the CITY OF TAMARAC. The provision of towing, wrecker and storage service is further clearly related to the maintenance of the CITY’s vehicles and the safety of the streets and thoroughfares of CITY.

ARTICLE 11. TERMINATION

11.1 Termination for Cause

By virtue of the extraordinary nature of the CITY's obligation, and by virtue of the unusual nature of the obligations being dealt with in this Agreement, it is understood and acknowledged by CONTRACTOR that this Agreement may be terminated by CITY administration immediately at any time that it becomes apparent to CITY that CONTRACTOR does not have the facilities and capabilities of performing in accordance with the terms and requirements of this Agreement. For the purpose of this Agreement and this section of the Agreement, these terms include not only the terms set forth in this Agreement, but also the terms of **Exhibits _ and _**, and such additional or other terms and requirements, as may from time to time during the course of this Agreement be imposed by CITY and agreed to by CONTRACTOR in order to insure the adequate provision of towing, wrecker and storage service to CITY.

It is further understood and agreed that CONTRACTOR does hereby release CITY from any claim for any damages of any kind in the event of the cancellation of this Agreement by CITY.

11.2 Termination for Convenience of City

This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Successful Offeror for such termination in which event the Successful Offeror shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Successful Offeror abandons this Agreement or causes it to be terminated, the Successful Offeror shall indemnify the city against loss pertaining to this termination.

11.3 Agreement Subject to Funding

As applicable, this agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement; and is subject to termination based on lack of funding.

ARTICLE 12. AUTHORITY TO ACT

12.1 CONTRACTOR agrees not to undertake any repairs to remove any part or parts from any vehicle towed or stored pursuant to the provisions herein without first obtaining permission in writing from the owner or person entitled to lawful possession to complete same.

12.2 Personal property in any vehicle stored by CONTRACTOR shall not be disposed of to defray any charges for towing, wrecker and storage of vehicles without a court order; however, if no claim is made for the property after a reasonable period of time, CONTRACTOR may dispose of property in accordance with Florida Statute 713.

12.3 CITY reserves the right to cancel the request for services of CONTRACTOR at any time, including up to the time of hook-up. CONTRACTOR agrees that the mere response to a service call scene without other actions does not constitute a service call for which charges are applicable.

12.4 Any vehicle not claimed by the owner within thirty (30) days shall be reported in writing to BSO, Tamarac District VII in accordance with Florida Statute 713.

12.5 Owner or authorized agent of owner of vehicle shall be allowed to remove personal, unattached property from vehicle at CONTRACTOR's storage yard at no additional charge.

12.6 CONTRACTOR agrees to be licensed and certified by all appropriate State, County and local agencies.

ARTICLE 13. PERFORMANCE BOND/LETTER OF CREDIT

CONTRACTOR shall furnish to CITY as of the date of this Agreement, with a Performance Bond in the amount of $10,000.00 payable to the City of Tamarac. The security shall be in a form acceptable to the City's Risk Manager; and shall be for the term of this Agreement. The security shall be furnished to CITY by CONTRACTOR within fifteen (15) days of the date of execution of this Agreement and identified as **Exhibit "_"**. Without limiting any other indemnification provisions herein, said security shall indemnify the CITY against any loss, expense, cost, or damage resulting from any default by CONTRACTOR hereinafter or any failure of performance by CONTRACTOR. The performance bond shall contain a sixty-(60) day cancellation notice provision for notification to the CITY.

ARTICLE 14. CUSTOMER REQUIREMENTS

14.1 Before an impounded vehicle is claimed by the owner or person lawfully entitled to possession, CONTRACTOR will provide such person with an itemized statement of all charges for towing, wrecker and storage of the vehicle. Before receiving payment, CONTRACTOR, its agents, employees or assigns, will prepare an invoice in duplicate, containing the following information:
Name and address of the vehicle owner and/or person engaging CONTRACTOR
License number of vehicle.

Motor Vehicle Identification Number.

14.1.4 Personal property recovered and returned to the owner of the vehicle or person lawfully entitled to its possession.

- Make, year, model color of vehicle(s) towed and/or stored.
- Date and time vehicle towed.
- Name of tow operator that completed the tow.
- Date of Release.

14.2 CONTRACTOR shall retain a duplicate copy of such invoice and shall produce same upon demand of CITY or its representative.

14.3 CITY will not be responsible for the collection of any charges owed to CONTRACTOR.

14.4 CONTRACTOR shall keep a log of the number and type of calls handled under this agreement. The log shall contain the date the vehicle is towed, the make, model, license plate, if known, the VIN number, name and address of the owner or driver, release date, and charges for same.

14.5 CONTRACTOR agrees that its liability for a towed vehicle and all personal property contained therein will commence with the hook up of the vehicle to the tow truck. CONTRACTOR will have his employee, representative, or agent inventory jointly with a law enforcement officer or owner of the vehicle all personal property contained in the vehicle. This record should be produced in triplicate, one copy to be maintained by CONTRACTOR, one copy for the law enforcement agency and one copy to be given to the owner of the vehicle. CONTRACTOR will be solely liable and responsible to the owner or legal entity to lawful possession, for all personal property in any vehicle towed under this agreement.

ARTICLE 15. INSURANCE

15.1 Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid or proposal document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Commercial Automotive liability and all other insurance as required by the City. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager Certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.

15.2 CONTRACTOR shall purchase and maintain, in full force and effect for the life of this Agreement, at CONTRACTOR's sole expense the following required insurance policies:

15.2.1 Commercial General Liability Coverage: $1,000,000 per occurrence, $1,000,000 Aggregate
Including:
Premises/Operations
Contractual Liability
Personal Injury
Products/Completed Operations
Broad Form Property Damage
Cross Liability and Severability of Interest Clause

15.2.2 Automobile Liability: $1,000,000 per occurrence, $1,000,000 aggregate

15.2.3 Workers Compensation & Employer's Liability: Statutory

15.2.4 Garagekeeper's Legal Liability policy with combined Single limit coverage for bodily injury and property damage: $75,000 minimum.

15.2.5 Garage Liability policy with combined single limit coverage for bodily injury and property damage: $500,000 minimum.

15.3 CONTRACTOR shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured.

Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

15.4 CONTRACTOR shall not be able to cancel any policy without sixty-(60) days prior written notice to CITY. CONTRACTOR's carrier must put the CITY on notice of any lapsed policy, in writing, at the same time they put CONTRACTOR on notice.

15.5 CONTRACTOR shall provide the CITY with a copy of the respective policies of insurance required hereunder and renewals thereof, to be delivered to the CITY before commencement of this agreement.

ARTICLE 16. INDEMNIFICATION

16.1 GENERAL INDEMNIFICATION: Contractor shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged: a). Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, any sub-Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Work; or b). violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by Contractor in the performance of the Work; or c). liens, claims or actions made by the Contractor or any sub-Contractor under workers compensation acts, disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, incurred by the City to enforce this agreement shall be borne by the Contractor.

16.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

16.3 The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

16.4 City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

ARTICLE 17, NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation,

familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 18. LOCAL OFFICE

18.1 CONTRACTOR shall maintain a storage facility of sufficient size and capability to accommodate wrecked and abandoned vehicle to be removed from the CITY during the period of this Agreement.

18.2 CONTRACTOR will make available adequate personnel to staff the storage compound from the hours of 7:00 a.m. to 7:00 p.m. Monday through Sunday for the purpose of releasing vehicles to the owners. CONTRACTOR further agrees to provide on call personnel to release vehicles on a twenty-four (24) hour basis each day per year.
All property used for storage of vehicles shall be completely enclosed by at least a 6 foot high fence screened from view to discourage theft of any vehicle or property stored within.

18.3 CONTRACTOR agrees to furnish inside storage for all vehicles, which are of a body type or of a condition, which is such that inclement weather could result in damage.

18.4 CONTRACTOR agrees not to change the location of the storage facility without written permission of the City of Tamarac.

18.5 Law enforcement agencies will be permitted to inspect the compound, vehicles and personal property when it is deemed reasonable and necessary.

18.6 CONTRACTOR shall maintain a local office or authorized managing agent within Broward County and shall designate in writing within ten (10) days of execution of this Agreement the agent upon whom all notices may be served from CITY. Service upon CONTRACTOR's agent shall always constitute service upon CONTRACTOR.

18.7 CONTRACTOR's storage facility is located at _____. This location may not be changed without the written approval by CITY.

18.8 CONTRACTOR's local office shall be open during regular business hours so that customers can request information, lodge a complaint, or request service. At a minimum, CONTRACTOR shall be available during the hours specified in Section 16.2 above.

ARTICLE 19. PERFORMANCE BASED CONTRACTING, PERFORMANCE GUARANTEES & CUSTOMER COMPLAINT TRACKING

PERFORMANCE BASED CONTRACTING: SATISFACTORY PERFORMANCE REQUIRED

The City of Tamarac has embraced the concept of Performance Based Contracting. Under this model of Performance Based Contracting, the City desires to enter into a partnering agreement with the successful contractor. A partnering agreement is an agreement that provides mutual benefits for both the City and the successful Contractor.

19.1 Specific provisions for a Performance Based Contract are as follows:

19.1.1 CONTRACTOR shall successfully adhere to the requirements of this Agreement and successful completion of all tasks required under the specifications in a manner which is acceptable to the City.

19.1.2 Semi-Annual Performance Review: At its sole discretion, the City may conduct periodic performance reviews of the Contractor. The frequency of said reviews will not exceed two (2) per year. Criteria to be evaluated will consist of, but not be limited to, performance guarantees listed herein, response times, complaints received, care and custody of vehicles and owner's possessions, condition of facilities and equipment, extent and clarity of records, and conduct of management and personnel. Within thirty (30) days of the issuance of the results of a review, Contractor may respond to the City in writing and the parties shall meet to discuss the review and other pertinent subjects. A final report which shall include any "Contract Report Card" used by the City, which will enumerate the results of the review, by stakeholders, the Contractor's written response, and a summary of the semi-annual review meeting which will be prepared by City Staff, with a copy sent to the Contractor.

19.1.3 Contract Report Card: The City may utilize a "Contract Report Card" as a means of performing the semi-annual reviews. The City shall request contract stakeholders to serve on an evaluation panel during the contract term. The stakeholders shall include, but not be limited to City of Tamarac employees and employees assigned to the Tamarac District by the Broward Sheriff's Office. Each stakeholder will evaluate the Contractor using a "Contract Report Card" evaluation document, which will survey the Contractor's level of service. Evaluation criteria for the "Contract Report Card" will be developed by the City, with input from the Contractor.

19.2 Contractor performance on performance reviews will be an important consideration in determination of an extension term.

19.3 <u>PERFORMANCE GUARANTEES</u>

As a part of this Agreement, the successful Contractor shall agree to maintain the following level of performance:

19.3.1 The successful Contractor shall provide a level of service which shall lead to optimal agency satisfaction. Complaints, including but not limited to poor service, unacceptable follow-up, disputes relating to invoice processing, etc. shall constitute unsatisfactory performance. More than three (3) complaints per month will prompt a review of the Contractor's performance; and may result in potential corrective action by the City.

19.3.2 Additional performance guarantees shall be as detailed in Section V.B. “Scope of Work” contained herein. The City and Contractor may mutually agree to additional performance guarantees as may be warranted.

19.4 CUSTOMER COMPLAINT TRACKING SYSTEM REQUIRED:

CONTRACTOR shall maintain a customer complaint log during the term of this Agreement. At a minimum the Customer complaint procedure shall provide that all customer complaints shall be resolved within the next business day. Upon request, CONTRACTOR shall supply CITY with copies of all complaints indicating the date and time of the complaint, the nature of the complaint and the manner and timing of its resolution.

ARTICLE 20, NOTICE

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY
City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

With a copy to City Attorney at the following address:
Fox Rothschild LLP
2 South Biscayne Boulevard
One Biscayne Tower, Suite 2750
Miami, FL 33131
Attn: John R. Herin, Jr.

CONTRACTOR

ARTICLE 21, UNCONTROLLABLE FORCES

21.1 Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to

fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

21.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 22 INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 23, MISCELLANEOUS PROVISIONS

23.1 **Exhibits:** the Exhibits ___, ___, ___, ___, are incorporated herewith by reference for all purposes as though fully set forth.

23.2 **Right to Require Specific Performance:** the failure of CITY at any time to require performance by CONTRACTOR of any provisions hereof shall in no way affect the rights of CITY thereafter to enforce the same.

23.3 **Venue:** This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

23.4 **Signatory Authority:** CONTRACTOR shall provide the City with copies of requisite documentation evidencing that the signatory for CONTRACTOR has the authority to enter into this Agreement.

23.5 **Severability; Waiver of Provisions:** Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The

non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ARTICLE 24, ASSIGNMENT

CONTRACTOR shall not assign, transfer or subject the Contract or its rights, title, interests or obligations therein without City's prior written approval. Violation of the terms of this paragraph shall constitute a breach of the Contract by CONTRACTOR and City may, at its discretion, cancel the Contract. All rights, title, interest and obligations of CONTRACTOR shall thereupon cease and terminate.

ARTICLE 25. MERGER; AMENDMENT

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

ARTICLE 26, NO CONSTRUCTION AGAINST DRAFTING PARTY

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

ARTICLE 27, SCRUTINIZED COMPANIES -- 287.135 AND 215.473

27.1 By execution of this Agreement, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above.

27.2 Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

ARTICLE 28, E-VERIFY – 448.095

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Contractor shall require each

of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Contractor, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor. An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

ARTICLE 29, CUSTODIAN OF RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:
CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, through its Mayor and. (Name of party with whom Agreement is made), signing by and through its ---------(President, Owner, C.E.O., etc.) duly authorized to execute same.

CITY OF TAMARAC

Michelle J. Gomez, Mayor

Date

ATTEST:

Kathleen Gunn, City Manager

Jennifer Johnson, CMC. City Clerk

Date

Date

Approved as to form and legal sufficiency:

John R. Herin, Jr., City Attorney

Date

CONTRACTOR

ATTEST:

Company Name

Signature of Corporate Secretary

Signature of President/Owner

Type/Print Name of Corporate Secy.

Type/Print Name of President/Owner

(CORPORATE SEAL)

Date

CORPORATE ACKNOWLEDGEMENT

STATE OF_____:
:SS
COUNTY OF _____:

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared_____, of _____
,
a _____Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.
WITNESS my hand and official seal this day of_____, 20___.

_____
Signature of Notary Public
State of Florida at Large

_____
Print, Type or Stamp
Name of Notary Public
☐ Personally known to me or
☐ Produced Identification

_____
Type of I.D. Produced
☐ DID take an oath, or
☐ DID NOT take an oath.

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. O-2022-

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING AN AGREEMENT WITH WESTWAY TOWING, INC., PROVIDING FOR TOWING SERVICES FOR THE CITY OF TAMARAC FOR A FIVE YEAR PERIOD BEGINNING AUGUST 1, 2022 THROUGH JULY 31, 2027 INCLUDING AN OPTION TO RENEW FOR ONE ADDITIONAL FIVE (5) YEAR PERIOD AND PROVIDING FOR MONTH TO MONTH EXTENSIONS AS REQUIRED; AUTHORIZING THE COLLECTION OF AN ADMINISTRATIVE FEE OF 25% OF THE MAXIMUM TOWING RATES TO COVER THE CITY'S COSTS PURSUANT TO THE REQUIREMENTS OF SECTION 323.002(4), FLORIDA STATUTES; IN ACCORDANCE WITH THE MAXIMUM TOWING RATES AS ESTABLISHED UNDER THE BROWARD COUNTY ADMINISTRATIVE CODE PART IX, CHAPTER 40.50; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE AND CORRECT COPY OF R-2022-012 **THE ORIGINAL OF WHICH IS ON FILE IN CITY HALL**
WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF TAMARAC, FLORIDA.
THIS 24th **DAY OF** June **20** 22
Kimberly Dillon
Acting **CITY CLERK**

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

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WHEREAS, Article IV, Section 4.07 of the City Charter of the City of Tamarac ("City") empowers the City to adopt, amend, or repeal such ordinances and resolutions as may be required for the proper governing of the City; and

WHEREAS, the current Agreement for Towing Services expires on July 31, 2022; and

WHEREAS, the City issued and formally advertised Request for Proposal #22-17R on March 20, 2022; and

WHEREAS, One (1) firm, Westway Towing Inc., responded to the Request for Proposal that was due on April 12, 2022; and

WHEREAS, the cost of services to the public as enumerated in the Request for Proposal are to be in accordance with rates established by Part IX, "Environmental and Consumer Protection Division", Chapter 40.50 "Environmental and Consumer Protection Fee Schedule", of the Broward County Administrative Code to cover the cost of enforcement, including parking enforcement by the City when a vehicle is towed from public property; and

WHEREAS, it is the desire of the City to award a Franchise Agreement to Westway Towing Inc., for a five (5) year period effective August 1, 2022, through July 31, 2027, with the option to exercise one (1) five (5) year renewal option upon completion of the initial Franchise Agreement term and providing for month-to-month extensions if an

Agreement is not in place upon the expiration of the initial Agreement term or any subsequent renewal option; and

WHEREAS, Section 7.19 of the City of Tamarac Charter requires the award of all franchises to be made by ordinance; and

WHEREAS, it is the recommendation of the Director of Public Services and the Purchasing and Contracts Manager that the City Commission approve an Agreement with Westway Towing, Inc., to furnish towing services for a period beginning August 1, 2032, through July 31, 2027; and

WHEREAS, the City Commission of the City of Tamarac has deemed it to be in the best interest of the business owners, residents, and visitors of the City of Tamarac to award Request for Proposal #22-17R, and execute an Agreement with Westway Towing, Inc. providing for towing services.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA THAT:

SECTION 1: The foregoing whereas clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof; all exhibits attached hereto are incorporated herein and made a specific part thereof.

SECTION 2: The Agreement between the City and Westway Towing, Inc., attached as Exhibit "1", to provide towing services for the five-year period beginning

August 1, 2022, through July 31, 2027, with the option to exercise one (1) five (5) year renewal option upon completion of the initial term is approved. The appropriate City officials are authorized to execute the Agreement on behalf of the City.

SECTION 3: All Ordinances or parts of Ordinances, and Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given affect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 5: This Ordinance shall become effective immediately upon its passage and adoption.

"The remainder of this page is left blank intentionally"

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Words in underscored type are additions.

134612950.1

PASSED, FIRST READING this 8th day of June, 2022.

PASSED, SECOND READING this 22nd day of June, 2022.

MICHELLE J. GOMEZ
MAYOR

ATTEST:

KIMBERLY DILLON, CMC
ACTING CITY CLERK

RECORD OF COMMISSION VOTE: 1st Reading

MAYOR GOMEZ	YES
DIST 1: COMM. BOLTON	YES
DIST 2: V/M GELIN	YES
DIST 3: COMM. VILLALOBOS	YES
DIST 4: COMM. PLACKO	YES

RECORD OF COMMISSION VOTE: 2nd Reading

MAYOR GOMEZ	YES
DIST 1: COMM. BOLTON	YES
DIST 2: V/M GELIN	YES
DIST 3: COMM. VILLALOBOS	YES
DIST 4: COMM. PLACKO	YES

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF TAMARAC ONLY.

JOHN R. HERIN, JR.
CITY ATTORNEY

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TAMARAC

The City For Your Life

AGREEMENT
BETWEEN

THE CITY OF TAMARAC

AND

WESTWAY TOWING INC.

FOR

TOWING SERVICES FRANCHISE AGREEMENT

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AGREEMENT FOR TOWING, WRECKER AND STORAGE SERVICES

BETWEEN THE CITY OF TAMARAC
AND
WESTWAY TOWING, INCORPORATED

THIS AGREEMENT is made and entered into this 23rd day of JUNE, 2022, by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and Westway Towing, Inc. a Florida corporation with principal offices located at 3681 W. Oakland Park Boulevard, Lauderdale Lakes, FL 33311 (the "CONTRACTOR") to provide the exclusive franchise rights for all non-consent towing services required by the CITY or by the Broward Sheriff's Office (BSO) Tamarac District acting on behalf of the CITY.

W I T N E S E T H:

WHEREAS, CONTRACTOR has maintained a high level of professional towing wrecker and storage service for the benefit of the citizenry thereof; and

WHEREAS, the CITY is desirous of maintaining the high level of competent, professional towing, wrecker and storage service in conjunction and harmony with its fiscal policies of sound, economic management; and

WHEREAS, CONTRACTOR has agreed to render to the CITY a high level of professional towing, wrecker and storage service and the CITY is desirous of contracting for such services upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the sums hereinafter set forth and for the other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

ARTICLE 1. TOWING, WRECKER & STORAGE SERVICE CONTRACT DOCUMENTS

CONTRACTOR shall provide to CITY for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, competent professional towing, wrecker and storage service within and throughout the corporate limits of the CITY to the extent and in the manner hereinafter described.

The contract documents consist of this Agreement, Invitation for Request for Proposal (RFP) Document No. 22-17R, "TOWING SERVICES FRANCHISE", including all conditions therein, (General Terms and Conditions, Special Conditions and/or Scope of Work – Technical and Operational), all addenda, the Contractor's bid/proposal included herein, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between RFP # 22-17R, "TOWING SERVICES FRANCHISE" as issued by the CITY, and the CONTRACTOR's Proposal, Invitation for RFP 22-17R as issued by the CITY shall take precedence over the CONTRACTOR's Bid. Furthermore, in the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

ARTICLE 2. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the respective meanings hereinafter set forth:

2.1 Broward Sheriff's Office (BSO): shall mean the Broward Sheriff's Office, Tamarac District, the official law enforcement agency of the City of Tamarac, Florida.

2.2 Performance Bond: shall mean the form of security approved by the City and furnished by CONTRACTOR as a guarantee that CONTRACTOR will execute the work in accordance with the terms of the agreement and will pay lawful claims.

2.3 Project Manager: shall mean the Fleet Supervisor for the City of Tamarac Department of Public Services, Public Works Division.

2.4 Scope of Work: shall mean the work under this agreement shall consist of the supervision, materials, equipment, labor and all other items necessary to complete said work.

2.5 Service Area: City limits of the City of Tamarac.

2.6 Service: shall mean comprehensive towing, wrecker and storage service provided each day of the year on a twenty-four (24) hour per day basis.

ARTICLE 3. GRANT OF FRANCHISE

In consideration of CONTRACTOR's performance hereunder and in compliance with the covenants and conditions set forth herein and in the ordinances and regulations of the CITY governing towing, wrecker and storage services, the CITY hereby grants to CONTRACTOR the right pursuant to Article 7.19 of the City's Charter to use the public streets, alleys, thoroughfares within the corporate limits of the CITY for the purpose of engaging in the business of towing, wrecker and storage services for commercial, residential and City customers located within the corporate limits of the CITY pursuant to the terms of this Agreement, but not otherwise.

ARTICLE 4. ADMINISTRATIVE FEE

4.1 As a condition of the Agreement, and pursuant to Florida Statutes, F.S. 323.002 (4), the CONTRACTOR agrees to pay to the CITY an Administrative Fee equal to twenty-five percent (25%) of the towing rates currently established by the Broward County Board of County Commissioners in accordance with the provisions of Part IX. "Environmental and Consumer Protection Division", Chapter 40.50 "Environmental and Consumer Protection Fee Schedule", Section c, "Towing and Immobilization Rates and Fees", Paragraph 4. "Maximum Non-consent Rates" of the Broward County Administrative Code to cover the cost of enforcement, including parking enforcement by the City when a vehicle is towed from public property. The CONTRACTOR shall be responsible for the collection of the administrative fee on behalf of the CITY and shall remit such fee to the CITY upon collection on a quarterly basis, on the first business day of the new calendar quarter.

4.2 The first payment shall be due on the first day of the new calendar quarter immediately following the effective date of the Agreement and subsequent payments are due on the first day of each quarter thereafter. Subsequent payments shall be made in arrears and shall be due on the first business day of the contract quarter for the previously completed quarter (e.g. collections due on October 1st will be for the most recently completed period of July 1st through September 30th, and so on). If Administrative fees are delinquent, a late charge of $50.00 shall be applied in addition to interest at the highest rate allowed by current State Statute.

4.3 The Contractor shall provide along with the CONTRACTOR's Towing Activity Report (See

ARTICLE 10 "REPORTS" herein), a detailed report or any and all Administrative Fees collected either not already remitted, or to be remitted to the City, for each tow.

4.4 Upon adjustment of the towing rates by the Broward County Board of County Commissioners, the Administrative Fee shall be adjusted to reflect collections of 25% of the adjusted fees, which shall be in effect on the date that the adjusted Broward County rates take effect, which will normally be October 1st of each year.

ARTICLE 5. TERM

5.1 Agreement Term: the term of this agreement shall be for a five (5) year period commencing on and including August 1, 2022 and expiring on July 31, 2027.

5.2 Option/Extension: CITY shall have the option to extend the term of this agreement on a month-to-month basis on thirty (30) days written notice.

5.3 Renewal Term: this agreement shall be renewable by agreement of both parties for One (1) additional five (5) year period. This option is available at the sole discretion of the CITY, and if exercised by the CITY, CONTRACTOR shall be required to provide the same services upon the same terms and conditions for the extended agreement term; however, the CITY and CONTRACTOR may negotiate adjusted Franchise Fee payments at the time of renewal. CITY shall not have any obligation to exercise this option.

ARTICLE 6. SCOPE OF SERVICES

6.1 CONTRACTOR shall comply with the requirements and proposal scope of work / specifications as enumerated in Request for Proposal # 22-17R as amended by RFP 22-17R Addendum #1, including Article VI. "SPECIAL CONDITIONS AND SCOPE OF WORK" Part A "SPECIAL CONDITIONS" and Part B "SCOPE OF WORK -- TECHNICAL AND OPERATIONAL REQUIREMENTS" incorporated herein and made a part hereof as if set forth in full incorporated herein by reference, and as seen in this Agreement and attached exhibits.

6.2 CONTRACTOR shall have a non-exclusive franchise to provide in accordance with instructions received from CITY, towing, wrecker and storage service within the City limits of the City of Tamarac from the date of the agreement for period of five (5) years with an option to renew for an additional five-year period. In the event that the Agreement is set to expire, and a renewed or replacement Agreement is not yet in place, the Agreement shall continue per the same terms and conditions on a month-to-month basis until such renewal or new agreement becomes effective.

6.3 CONTRACTOR agrees to provide employees and sufficient equipment for immediate response to calls for service, seven days a week, 24 hours a day.

6.4 An authorized representative of CITY shall request the services of CONTRACTOR whenever towing, wrecker and storage service is required in a situation where the owner of the motor vehicle involved did not specify or instruct CITY to telephone or order service from a specific towing or wrecker service; or where the use of CONTRACTOR is deemed to be in the best interest of the CITY.

6.5 However, in the event that CONTRACTOR, in the opinion of and within discretion of the CITY, does not have available the necessary equipment to provide the service required at a particular time or place, City may, at its sole discretion call upon another towing or wrecker service to provide a part of or all of the equipment required in any particular circumstance. If CONTRACTOR is not given the first opportunity to respond, upon

CONTRACTOR's request, the CITY shall provide to CONTRACTOR a written memorandum setting forth the reason why CONTRACTOR's services were not utilized.

6.6 Further, in the event that CONTRACTOR does not provide service within the thirty (30) minute time frame for Class A and B tows, or forty-five (45) minute timeframe for Class C & D tows, following the request by CITY, then, CITY may at its discretion call upon another towing or wrecker service to provide the service required.

6.7 In the event that CONTRACTOR cannot by reason of equipment failure or other reason respond adequately to CITY's needs, it shall be the responsibility of CONTRACTOR to advise the CITY immediately and to further advise CITY of the terms of CONTRACTOR's inability to provide adequate service so that CITY may call upon another wrecker or towing service during this period.

6.8 CONTRACTOR agrees to maintain at all times modern, updated equipment capable of meeting all the needs of CITY in connection with the terms of this agreement and further, CONTRACTOR agrees that the said equipment shall, in addition to the specifications and requirements set forth in the attached **Exhibit "A "** incorporated herein and made a part hereof as if set forth in full, also be staffed by well trained and courteous personnel. All equipment purchases and maintenance shall be at CONTRACTOR's expense. Failure to maintain the equipment will be considered a material breach of this agreement.

6.9 CONTRACTOR shall be familiar with and shall be responsible for complying with all Federal, State and Local laws, ordinances, rules and regulations that in any manner govern CONTRACTOR's operation.

6.10 CONTRACTOR agrees to provide and furnish any and all information requested by any Broward County law enforcement agency.

6.11 CONTRACTOR agrees that upon arrival at any accident scene, the tow truck operators will remove from the site any hazardous debris, spilled petroleum products or volatile items unless directed otherwise by the fire department or law enforcement agency.

ARTICLE 7. PUBLIC RECORDS

7.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

7.1.1 Keep and maintain public records required by the CITY in order to perform the service;

7.1.2 Upon request from the CITY's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

7.1.3 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 term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.

7.1.4 Upon completion of the contract, transfer, at no cost to the CITY, all public records in possession of the CONTRACTOR, or keep and maintain public records required by the

CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records in a format that is compatible with the information technology systems of the CITY.

7.2 During the term of the contract, the CONTRACTOR shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The CONTRACTOR agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract. The CONTRACTOR shall maintain the files which include but are not limited to the following:

7.2.1 A Vehicle Storage Receipt for each vehicle impounded under the contract.

7.2.2 A copy of all paid invoices.

7.2.3 A log of calls for service.

7.2.4 A notification log indicating date, time, and method of notification to the registered owner of an impounded vehicle.

7.2.5 A log containing all vehicles that have remained unclaimed for thirty (30) days or more.

7.3 The CONTRACTOR shall provide the CITY with a review of the Revenue and Expense Financial Statement representing the financial results of operations. The review must be performed in accordance with Statements on Standards for Attestation Engagements and Related Interpretations promulgated by the American Institute of Certified Public Accountants. The annual review shall be delivered to the CITY within one hundred and twenty (120) days of the twelve (12) month period ending the CONTRACTOR 's fiscal year. The audit can be limited to the entity actually providing services.

7.4 No rate adjustments of any type will be granted to the CONTRACTOR unless all required audits and cost statements have been filed in a timely manner.

7.5 The CITY shall have the right to inspect and review all records, including recording and recordkeeping requirements, maintained by the CONTRACTOR during normal business hours upon twenty-four (24) hour notice to the CONTRACTOR.

ARTICLE 8. REPORTS

CONTRACTOR shall submit the following reports to the Tamarac BSO by the 15th of each month for the previous month. The form of the reports shall be determined by the CONTRACTOR ; but are subject to the approval of the CITY

8.1 Towing Activity Report to include for each and every tow:

8.1.1 Date of tow.

8.1.2 Service call number assigned by Tamarac BSO.

8.1.3 Type of tow such as accident, parking, abandoned City vehicle, etc.

8.1.4 Location where vehicles towed from.

8.1.5 Vehicle make.

8.1.6 Tag/license plate.

8.1.7 Administrative Fee collected. (Administrative Fee data may be provided in a separate report.)

8.2 Vehicle Release Report to include:

8.2.1 All information contained in the Towing Activity Report.

8.2.2 Date vehicle released or disposed of.

8.2.3 Method of disposition such as: release to owner, release to public auction.

8.2.4 A complete breakdown of all towing charges with a total including sales taxes.

ARTICLE 9. COST OF SERVICES TO THE PUBLIC

9.1 CONTRACTOR charges and fees for towing, wrecker and storage and wrecker service rendered within the City limits of the City of Tamarac in connection with this provision of the agreement shall be as established by the Broward County Administrative Code, Part IX. "Environmental and Consumer Protection Division", Chapter 40.50 "Environmental and Consumer Protection Fee Schedule", Section c, "Towing and Immobilization Rates and Fees", Paragraph 4. "Maximum Nonconsent Rates" of the Broward County Administrative Code as may be amended from time to time, in effect at the time of the provision of services.

9.2 Rates may only be adjusted pursuant to a formal action taken by the Broward County Commission, by formal resolution, which amends the Broward County Administrative Code.

9.3 Rate adjustments shall become effective on the date provided for pursuant to the effective date established by the Broward County Commission action.

9.4 Any proposed fees for additional services shall be submitted in writing and approved by the CITY prior to implementation.

ARTICLE 10. MAINTENANCE OF ABILITY

10.1 CONTRACTOR shall furnish to and maintain for the benefit of the CITY, within the cost of the agreement therefore, all necessary labor, supervision, equipment, vehicles, communications facilities and supplies necessary and proper for the purpose of performing the services duties and responsibilities set forth and contemplated herein and as necessary to maintain the level of service to be rendered hereunder.

10.2 It is expressly understood by and between the parties to this agreement that CITY is a municipal corporation and this agreement relates to the provision to the City of service that clearly affects the health and welfare of the citizens of the City of Tamarac. The provision of towing, wrecker and storage service is further clearly related to the maintenance of the CITY's vehicles and the safety of the streets and thoroughfares of CITY.

ARTICLE 11. TERMINATION

11.1 Termination for Cause

By virtue of the extraordinary nature of the CITY's obligation, and by virtue of the unusual nature of the obligations being dealt with in this Agreement, it is understood and acknowledged by CONTRACTOR that this Agreement may be terminated by CITY administration immediately at any time that it becomes apparent to CITY that CONTRACTOR does not have the facilities and capabilities of performing in accordance with the terms and requirements of this Agreement. For the purpose of this Agreement and this section of the Agreement, these terms include not only the terms set forth in this Agreement, but also the terms of Contract Documents incorporated under ARTICLE 1 of this Agreement and such additional or other terms and requirements, as may from time to time during the course of this Agreement be imposed by CITY and agreed to by CONTRACTOR in order to insure the adequate provision of towing, wrecker and storage service to CITY.

It is further understood and agreed that CONTRACTOR does hereby release CITY from any claim for any damages of any kind in the event of the cancellation of this Agreement by CITY.

11.2 Termination for Convenience of CITY

This Agreement may be terminated by the CITY for convenience, upon seven (7) days of written notice by the CITY to the Successful Offeror for such termination in which event the Successful Offeror shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Successful Offeror abandons this Agreement or causes it to be terminated, the Successful Offeror shall indemnify the city against loss pertaining to this termination.

11.3 Agreement Subject to Funding

As applicable, this agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement; and is subject to termination based on lack of funding.

ARTICLE 12. AUTHORITY TO ACT

12.1 CONTRACTOR agrees not to undertake any repairs to remove any part or parts from any vehicle towed or stored pursuant to the provisions herein without first obtaining permission in writing from the owner or person entitled to lawful possession to complete same.

12.2 Personal property in any vehicle stored by CONTRACTOR shall not be disposed of to defray any charges for towing, wrecker and storage of vehicles without a court order; however, if no claim is made for the property after a reasonable period of time, CONTRACTOR may dispose of property in accordance with Florida Statute 713.

12.3 CITY reserves the right to cancel the request for services of CONTRACTOR at any time, including up to the time of hook-up. CONTRACTOR agrees that the mere response to a service call scene without other actions does not constitute a service call for which charges are applicable.

12.4 Any vehicle not claimed by the owner within thirty (30) days shall be reported in writing to BSO, Tamarac District VII in accordance with Florida Statute 713.

12.5 Owner or authorized agent of owner of vehicle shall be allowed to remove personal, unattached property from vehicle at CONTRACTOR's storage yard at no additional charge.

12.6 CONTRACTOR agrees to be licensed and certified by all appropriate State, County and local agencies.

ARTICLE 13. PERFORMANCE BOND/LETTER OF CREDIT

CONTRACTOR shall furnish to CITY as of the date of this Agreement, with a Performance Bond in the amount of $10,000.00 payable to the City of Tamarac. The security shall be in a form acceptable to the City's Risk Manager; and shall be for the term of this Agreement. The security shall be furnished to CITY by CONTRACTOR within fifteen (15) days of the date of execution of this Agreement and identified as **Exhibit "B"**. Without limiting any other indemnification provisions herein, said security shall indemnify the CITY against any loss, expense, cost, or damage resulting from any default by CONTRACTOR hereinafter or any failure of performance by CONTRACTOR. The performance bond shall contain a sixty-(60) day cancellation notice provision for notification to the CITY.

ARTICLE 14. CUSTOMER REQUIREMENTS

14.1 Before an impounded vehicle is claimed by the owner or person lawfully entitled to possession, CONTRACTOR will provide such person with an itemized statement of all charges for towing, wrecker and storage of the vehicle. Before receiving payment, CONTRACTOR, its agents, employees or assigns, will prepare an invoice in duplicate, containing the following information:
Name and address of the vehicle owner and/or person engaging CONTRACTOR
License number of vehicle.

Motor Vehicle Identification Number.

14.1.4 Personal property recovered and returned to the owner of the vehicle or person lawfully entitled to its possession.

- Make, year, model color of vehicle(s) towed and/or stored.
- Date and time vehicle towed.
- Name of tow operator that completed the tow.
- Date of Release.

14.2 CONTRACTOR shall retain a duplicate copy of such invoice and shall produce same upon demand of CITY or its representative.

14.3 CITY will not be responsible for the collection of any charges owed to CONTRACTOR.

14.4 CONTRACTOR shall keep a log of the number and type of calls handled under this agreement. The log shall contain the date the vehicle is towed, the make, model, license plate, if known, the VIN number, name and address of the owner or driver, release date, and charges for same.

14.5 CONTRACTOR agrees that its liability for a towed vehicle and all personal property contained therein will commence with the hook up of the vehicle to the tow truck. CONTRACTOR will have his employee, representative, or agent inventory jointly with a law enforcement officer or owner of the vehicle all personal property contained in the vehicle. This record should be produced in triplicate, one copy to be maintained by CONTRACTOR, one copy for the law enforcement agency and one copy to be given to the owner of the vehicle. CONTRACTOR will be solely liable and responsible to the owner or legal entity to lawful possession, for all personal property in any vehicle towed under this agreement.

ARTICLE 15. INSURANCE

15.1 CONTRACTOR shall obtain at CONTRACTOR's expense all necessary insurance in such form and amount as specified in the original bid or proposal document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Commercial Automotive liability and all other insurance as required by the City. CONTRACTOR shall maintain such insurance in full force and effect during the life of this Agreement. CONTRACTOR shall provide to the City's Risk and Safety Manager Certificates of all insurances required under this section prior to beginning any work under this Agreement. The CONTRACTOR will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.

15.2 CONTRACTOR shall purchase and maintain, in full force and effect for the life of this Agreement, at CONTRACTOR's sole expense the following required insurance policies:

15.2.1 Commercial General Liability Coverage: $1,000,000 per occurrence, $1,000,000 Aggregate
Including:
Premises/Operations
Contractual Liability
Personal Injury
Products/Completed Operations
Broad Form Property Damage
Cross Liability and Severability of Interest Clause

15.2.2 Automobile Liability: $1,000,000 per occurrence, $1,000,000 aggregate

15.2.3 Workers Compensation & Employer's Liability: Statutory

15.2.4 Garagekeeper's Legal Liability policy with combined Single limit coverage for bodily injury and property damage: $75,000 minimum.

15.2.5 Garage Liability policy with combined single limit coverage for bodily injury and property damage: $500,000 minimum.

15.3 CONTRACTOR shall indemnify and hold the CITY harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. CONTRACTOR's Liability Insurance policies shall be endorsed to add the CITY as an additional insured. CONTRACTOR shall be responsible for payment of all deductibles and self-insurance retentions on CONTRACTOR's Liability Insurance policies.

15.4 CONTRACTOR shall not be able to cancel any policy without sixty-(60) days prior written notice to CITY. CONTRACTOR's carrier must put the CITY on notice of any lapsed policy, in writing, at the same time they put CONTRACTOR on notice.

15.5 CONTRACTOR shall provide the CITY with a copy of the respective policies of insurance required hereunder and renewals thereof, to be delivered to the CITY before commencement of this agreement.

ARTICLE 16. INDEMNIFICATION

16.1 GENERAL INDEMNIFICATION: CONTRACTOR shall, in addition to any other obligation to indemnify the CITY and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the CITY, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged: a). Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the CONTRACTOR, any sub-Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Work; or b). violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by CONTRACTOR in the performance of the Work; or c). liens, claims or actions made by the CONTRACTOR or any sub-Contractor under workers compensation acts, disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, incurred by the City to enforce this agreement shall be borne by the CONTRACTOR.

16.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

16.3 The CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

16.4 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR under the indemnification agreement. Nothing contained herein is

intended nor shall it be construed to waive CITY's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

ARTICLE 17, NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the CONTRACTOR and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The CONTRACTOR will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The CONTRACTOR further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 18. LOCAL OFFICE

18.1 CONTRACTOR shall maintain a storage facility of sufficient size and capability to accommodate wrecked and abandoned vehicle to be removed from the CITY during the period of this Agreement.

18.2 CONTRACTOR will make available adequate personnel to staff the storage compound from the hours of 7:00 a.m. to 7:00 p.m. Monday through Sunday for the purpose of releasing vehicles to the owners. CONTRACTOR further agrees to provide on call personnel to release vehicles on a twenty-four (24) hour basis each day per year.
All property used for storage of vehicles shall be completely enclosed by at least a 6 foot high fence screened from view to discourage theft of any vehicle or property stored within.

18.3 CONTRACTOR agrees to furnish inside storage for all vehicles, which are of a body type or of a condition, which is such that inclement weather could result in damage.

18.4 CONTRACTOR agrees not to change the location of the storage facility without written permission of the City of Tamarac.

18.5 Law enforcement agencies will be permitted to inspect the compound, vehicles and personal property when it is deemed reasonable and necessary.

18.6 CONTRACTOR shall maintain a local office or authorized managing agent within Broward County and shall designate in writing within ten (10) days of execution of this Agreement the agent upon whom all notices may be served from CITY. Service upon CONTRACTOR's agent shall always constitute service upon CONTRACTOR.

18.7 CONTRACTOR's storage facility is located at 3681 W. Oakland Park Blvd., Lauderdale Lakes, FL 33311. This location may not be changed without the written approval by CITY.

18.8 CONTRACTOR's local office shall be open during regular business hours so that customers can request information, lodge a complaint, or request service. At a minimum, CONTRACTOR shall be available during the hours specified in Section 16.2 above.

ARTICLE 19. PERFORMANCE BASED CONTRACTING, PERFORMANCE GUARANTEES & CUSTOMER COMPLAINT TRACKING

PERFORMANCE BASED CONTRACTING: SATISFACTORY PERFORMANCE REQUIRED

The City of Tamarac has embraced the concept of Performance Based Contracting. Under this model of Performance Based Contracting, the CITY desires to enter into a partnering agreement with the successful CONTRACTOR. A partnering agreement is an agreement that provides mutual benefits for both the CITY and the successful CONTRACTOR.

19.1 Specific provisions for a Performance Based Contract are as follows:

19.1.1 CONTRACTOR shall successfully adhere to the requirements of this Agreement and successful completion of all tasks required under the specifications in a manner which is acceptable to the CITY.

19.1.2 Semi-Annual Performance Review: At its sole discretion, the CITY may conduct periodic performance reviews of the CONTRACTOR. The frequency of said reviews will not exceed two (2) per year. Criteria to be evaluated will consist of, but not be limited to, performance guarantees listed herein, response times, complaints received, care and custody of vehicles and owner's possessions, condition of facilities and equipment, extent and clarity of records, and conduct of management and personnel. Within thirty (30) days of the issuance of the results of a review, CONTRACTOR may respond to the CITY in writing and the parties shall meet to discuss the review and other pertinent subjects. A final report which shall include any "Contract Report Card" used by the CITY, which will enumerate the results of the review, by stakeholders, the CONTRACTOR's written response, and a summary of the semi-annual review meeting which will be prepared by CITY Staff, with a copy sent to the CONTRACTOR.

19.1.3 Contract Report Card: The CITY may utilize a "Contract Report Card" as a means of performing the semi-annual reviews. The City shall request contract stakeholders to serve on an evaluation panel during the contract term. The stakeholders shall include, but not be limited to City of Tamarac employees and employees assigned to the Tamarac District by the Broward Sheriff's Office. Each stakeholder will evaluate the CONTRACTOR using a "Contract Report Card" evaluation document, which will survey the CONTRACTOR's level of service. Evaluation criteria for the "Contract Report Card" will be developed by the CITY, with input from the CONTRACTOR.

19.2 CONTRACTOR performance on performance reviews will be an important consideration in determination of an extension term.

19.3 PERFORMANCE GUARANTEES

As a part of this Agreement, the successful CONTRACTOR shall agree to maintain the following level of performance:

19.3.1 The successful CONTRACTOR shall provide a level of service which shall lead to optimal agency satisfaction. Complaints, including but not limited to poor service, unacceptable follow-up, disputes relating to invoice processing, etc. shall constitute unsatisfactory performance. More than three (3) complaints per month will prompt a review of the CONTRACTOR's performance; and may result in potential corrective action by the CITY.

19.3.2 Additional performance guarantees shall be as detailed in Section V.B. "Scope of Work" contained herein. The CITY and CONTRACTOR may mutually agree to additional performance guarantees as may be warranted.

19.4 CUSTOMER COMPLAINT TRACKING SYSTEM REQUIRED:

CONTRACTOR shall maintain a customer complaint log during the term of this Agreement. At a minimum the Customer complaint procedure shall provide that all customer complaints shall be resolved within the next business day. Upon request, CONTRACTOR shall supply CITY with copies of all complaints indicating the date and time of the complaint, the nature of the complaint and the manner and timing of its resolution.

ARTICLE 20, NOTICE

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY
City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

With a copy to City Attorney at the following address:
Fox Rothschild LLP
2 South Biscayne Boulevard
One Biscayne Tower, Suite 2750
Miami, FL 33131
Attn: John R. Herin, Jr.

CONTRACTOR
Westway Towing Inc.
3681 W. Oakland Park Boulevard
Lauderdale Lakes, FL 33311
Attn: Ernie Brette Holcombe, President
BAHEAVYHAULER@GMAIL.COM

(954) 731-1115 Voice
(954) 731-1115 Fax

ARTICLE 21, UNCONTROLLABLE FORCES

21.1 Neither the CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

21.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 22 INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, or United States policies, rules or regulations relating to the use of CONTRACTOR's funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 23, MISCELLANEOUS PROVISIONS

23.1 **Exhibits:** the Exhibits as detailed in Article 1 of this Agreement are incorporated herewith by reference for all purposes as though fully set forth.

23.2 **Right to Require Specific Performance:** the failure of CITY at any time to require performance by CONTRACTOR of any provisions hereof shall in no way affect the rights of CITY thereafter to enforce the same.

23.3 **Venue:** This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

23.4 **Signatory Authority:** CONTRACTOR shall provide the City with copies of requisite documentation evidencing that the signatory for CONTRACTOR has the authority to enter into this Agreement.

23.5 **Severability; Waiver of Provisions:** Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ARTICLE 24, ASSIGNMENT

CONTRACTOR shall not assign, transfer or subject the Contract or its rights, title, interests or obligations therein without CITY's prior written approval. Violation of the terms of this paragraph shall constitute a breach of the Contract by CONTRACTOR and CITY may, at its discretion, cancel the Contract. All rights, title, interest and obligations of CONTRACTOR shall thereupon cease and terminate.

ARTICLE 25. MERGER; AMENDMENT

This Agreement constitutes the entire Agreement between the CONTRACTOR and the CITY, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONTRACTOR and the CITY.

ARTICLE 26, NO CONSTRUCTION AGAINST DRAFTING PARTY

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

ARTICLE 27, SCRUTINIZED COMPANIES -- 287.135 AND 215.473

27.1 By execution of this Agreement, CONTRACTOR certifies that CONTRACTOR is not participating in a boycott of Israel. CONTRACTOR further certifies that CONTRACTOR is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has CONTRACTOR been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the CITY will not contract for the provision of goods or services with any scrutinized company referred to above.

27.2 Submitting a false certification shall be deemed a material breach of contract. The CITY shall provide notice, in writing, to CONTRACTOR of the CITY's determination concerning the false certification. CONTRACTOR shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, CONTRACTOR shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If CONTRACTOR does not demonstrate that the CITY's determination of false certification was made in error then the CITY shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

ARTICLE 28, E-VERIFY – 448.095

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., CONTRACTOR and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. CONTRACTOR shall require each of its subcontractors to provide CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. CITY, CONTRACTOR, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Contractor otherwise complied, shall promptly notify CONTRACTOR and CONTRACTOR shall immediately terminate the contract with the subcontractor. An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. CONTRACTOR acknowledges that upon termination of this Agreement by the City for a violation of this section by CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year. CONTRACTOR further acknowledges that CONTRACTOR is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

ARTICLE 29, CUSTODIAN OF RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:
CITY CLERK
7525 NW 88TH AVENUE
ROOM 101

TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, through its Mayor and City Manager and CONTRACTOR, signing by and through its President duly authorized to execute same.

CITY OF TAMARAC ESTABLISHED 1963 SEAL BROWARD COUNTY, FLORIDA

CITY OF TAMARAC

Michelle J. Gomez, Mayor

6/23/2022
Date

Kathleen Gunn, City Manager

6/23/2022
Date

ATTEST:

Kimberly Dillon
~~Jennifer Johnson~~, CMC. City Clerk (Acting)
Kimberly Dillon
6/24/2022
Date

Approved as to form and legal sufficiency:

John R. Herin, Jr., City Attorney

6/22/22
Date

CONTRACTOR

ATTEST:

None
Signature of Corporate Secretary

Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

WESTWAY TOWING, INCORPORATED
Company Name

PRES.
Signature of President

Ernie Brett Holcombe

4/26/2022
Date

CORPORATE ACKNOWLEDGEMENT

STATE OF Florida :
:SS
COUNTY OF Broward :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Ernie Brett Holcombe, President of Westway Towing, Inc., a Florida Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 26 day of April, 2022.

Signature of Notary Public
State of Florida at Large

STEPHANIE A MCDOUGLE
Notary Public - State of Florida
Commission # HH 186974
My Comm. Expires Oct 15, 2025

Print, Type or Stamp
Name of Notary Public

☒ Personally known to me or
☐ Produced Identification

Type of I.D. Produced

☐ DID take an oath, or
☒ DID NOT take an oath.

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 122059
Date 11/30/2023

Project **179902 HILLSBORO BEACH BUILDING CODE**

Billing period through November 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	4,176,423.39	4,135,406.30	-4,176,423.39	41,017.09
FLOOD PLAIN MANAGEMENT	0.00	0.00	3,062.50	3,062.50	-3,062.50	0.00
REIMBURSABLES	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	4,179,485.89	4,138,468.80	-4,179,485.89	41,017.09

Hillsboro Beach November 2023 Fees		
Total Permit Fees	$	47,873.05
Town Rev - 15%	$	7,180.96
CGA Rev - 85%	**$**	**40,692.09**
➢ CGA Admin Fees	$	325.00
CGA TOTAL	**$**	**41,017.09**

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Remaining	Current Billed
BUILDING CODE SERVICES	0.00	0.00	4,176,423.39	4,135,406.30	-4,176,423.39	41,017.09
Total	0.00	0.00	4,176,423.39	4,135,406.30	-4,176,423.39	41,017.09

Invoice total **41,017.09**

Town of Hillsboro Beach
Building Department
Finance Report

Start Date: 11/1/2023
End Date: 11/30/2023

	Permit Fees	Town Revenue	Fire Fees	Zoning Fees	Admin Fees	CGA Revenue	BORA	DBPR	DCA
MTD	$47,873.05	$7,180.96	$750.00	$1,200.00	$325.00	$40,692.09	$702.28	$373.42	$538.34
YTD	**$1,527,965.74**	**$229,194.86**	**$2,400.00**	**$2,550.00**	**$825.00**	**1,298,770.88**	**$1,860.16**	**$1,197.68**	**$1,735.02**

The Town of Hillsboro Beach
General Permit Fees

Start Date: 11/01/2023
End Date: 11/30/2023

Transaction #	Application #	Fee Description	Quantity	Amount	Date
582658	759608	Building Permit Fee	12900	$ 341.85	11/1/2023
582663	712608	Plan Review Fee	1	$ 95.00	11/1/2023
582663	712608	Plan Review Fee	2	$ 190.00	11/1/2023
582663	712608	Building Permit Fee	250000	$ 6,625.00	11/1/2023
582663	712608	Building Permit Fee	10000	$ 265.00	11/1/2023
582663	712608	Building Permit Fee	10000	$ 265.00	11/1/2023
582667	779568	Building Permit Fee	49410	$ 1,309.36	11/1/2023
582669	762354	Building Permit Fee	7000	$ 185.50	11/1/2023
582687	725367	Building Permit Fee	2000	$ 125.00	11/1/2023
582687	725367	Building Permit Fee	2000	$ 125.00	11/1/2023
582687	725367	Building Permit Fee	20000	$ 530.00	11/1/2023
582687	725367	Plan Review Fee	1	$ 95.00	11/1/2023
582687	725367	Building Permit Fee	500	$ 125.00	11/1/2023
582690	505798	Building Permit Fee	25400	$ 673.10	11/1/2023
582701	632295	Plan Review Fee	1	$ 95.00	11/1/2023
582701	632295	Building Permit Fee	6500	$ 172.25	11/1/2023
582706	740919	Building Permit Fee	96470	$ 2,556.45	11/1/2023
582706	740919	Plan Review Fee	1	$ 95.00	11/1/2023
582723	504873	Permit Card Replacement; CO/CC	1	$ 25.00	11/2/2023
582725	772318	Plan Review Fee	1	$ 95.00	11/2/2023
582725	772318	Building Permit Fee	5525	$ 146.41	11/2/2023
582748	773162	Building Permit Fee	150	$ 125.00	11/2/2023
582828	501632	Permit Card Replacement; CO/CC	1	$ 25.00	11/6/2023
582841	601964	Building Permit Fee	3000	$ 125.00	11/6/2023
582841	601964	Plan Review Fee	2	$ 190.00	11/6/2023
582841	601964	Plan Review Fee	2	$ 190.00	11/6/2023
582841	601964	Work Without Permit Fee	927.5	$ 927.50	11/6/2023
582841	601964	Building Permit Fee	35000	$ 927.50	11/6/2023
582841	601964	Work Without Permit Fee	125	$ 125.00	11/6/2023
582841	601964	Plan Review Fee	2	$ 190.00	11/6/2023
582841	601964	Building Permit Fee	8000	$ 212.00	11/6/2023
582841	601964	Work Without Permit Fee	212	$ 212.00	11/6/2023
582855	770206	Building Permit Fee	12700	$ 336.55	11/6/2023
582860	761267	Building Permit Fee	18245	$ 483.49	11/6/2023
582867	285807	Permit Card Replacement; CO/CC	1	$ 25.00	11/6/2023
582874	490068	Plan Review Fee	2	$ 190.00	11/6/2023
582874	490068	Plan Review Fee	2	$ 190.00	11/6/2023
582874	490068	Plan Review Fee	2	$ 190.00	11/6/2023
582874	490068	Plan Review Fee	2	$ 190.00	11/6/2023
582890	774024	Building Permit Fee	14380	$ 381.07	11/7/2023
582905	773237	Building Permit Fee	26645	$ 706.09	11/7/2023
582924	786712	Application Fee	3057.07	$ 3,057.07	11/7/2023

582956	785656	Building Permit Fee	7450	$	197.42	11/8/2023
582980	704444	Plan Review Fee	1	$	95.00	11/9/2023
582980	704444	Plan Review Fee	1	$	95.00	11/9/2023
582980	704444	Plan Review Fee	2	$	190.00	11/9/2023
582980	704444	Building Permit Fee	21000	$	556.50	11/9/2023
582980	704444	Building Permit Fee	11600	$	307.40	11/9/2023
582980	704444	Building Permit Fee	9000	$	238.50	11/9/2023
582981	744475	Plan Review Fee	1	$	95.00	11/9/2023
582981	744475	Building Permit Fee	6750	$	178.87	11/9/2023
582988	774745	Building Permit Fee	5100	$	135.15	11/9/2023
582988	774745	Plan Review Fee	1	$	95.00	11/9/2023
583037	691096	Plan Review Fee	3	$	285.00	11/10/2023
583037	691096	Building Permit Fee	26500	$	702.25	11/10/2023
583065	716634	Building Permit Fee	18000	$	477.00	11/13/2023
583065	716634	Building Permit Fee	27150	$	719.47	11/13/2023
583065	716634	Building Permit Fee	12500	$	331.25	11/13/2023
583065	716634	Building Permit Fee	134965	$	3,576.57	11/13/2023
583065	716634	Plan Review Fee	1	$	95.00	11/13/2023
583065	716634	Plan Review Fee	1	$	95.00	11/13/2023
583093	778625	Building Permit Fee	4800	$	125.00	11/14/2023
583093	778625	Building Permit Fee	38600	$	1,022.90	11/14/2023
583093	778625	Building Permit Fee	5400	$	143.10	11/14/2023
583096	779928	Building Permit Fee	2038	$	125.00	11/14/2023
583105	781494	Building Permit Fee	2500	$	125.00	11/14/2023
583106	789227	Building Permit Fee	7057.33	$	187.01	11/14/2023
583111	537329	Plan Review Fee	1	$	95.00	11/14/2023
583111	537329	Plan Review Fee	1	$	95.00	11/14/2023
583111	537329	Plan Review Fee	1	$	95.00	11/14/2023
583123	779791	Building Permit Fee	9100	$	241.15	11/14/2023
583131	792051	Building Permit Fee	1350	$	125.00	11/14/2023
583142	658188	Building Permit Fee	750	$	125.00	11/15/2023
583142	658188	Plan Review Fee	1	$	95.00	11/15/2023
583160	764391	Building Permit Fee	29230	$	774.59	11/15/2023
583160	764391	Plan Review Fee	1	$	95.00	11/15/2023
583254	792033	Building Permit Fee	150	$	125.00	11/17/2023
583264	691117	Plan Review Fee	2	$	190.00	11/17/2023
583264	691117	Building Permit Fee	45500	$	1,205.75	11/17/2023
583302	787794	Building Permit Fee	7137	$	189.13	11/20/2023
583302	787794	Building Permit Fee	250	$	125.00	11/20/2023
583302	787794	Plan Review Fee	1	$	95.00	11/20/2023
583304	796582	Building Permit Fee	200	$	125.00	11/20/2023
583310	625732	Plan Review Fee	1	$	95.00	11/20/2023
583360	572036	Plan Review Fee	1	$	95.00	11/21/2023
583371	692744	Re-Inspection Fee	1	$	95.00	11/21/2023

The Town of Hillsboro Beach
General Permit Fees

Start Date: 11/01/2023
End Date: 11/30/2023

583378	506568	Re-Inspection Fee	1	$	95.00	11/21/2023
583378	506568	Re-Inspection Fee	1	$	95.00	11/21/2023
583381	733463	Plan Review Fee	2	$	190.00	11/21/2023
583381	733463	Building Permit Fee	21000	$	556.50	11/21/2023
583389	501632	Plan Review Fee	1	$	95.00	11/21/2023
583389	501632	Plan Review Fee	1	$	95.00	11/21/2023
583391	719173	Building Permit Fee	300	$	125.00	11/21/2023
583391	719173	Plan Review Fee	1	$	95.00	11/21/2023
583415	719173	Re-Inspection Fee	1	$	95.00	11/22/2023
583449	452256	Plan Review Fee	2	$	190.00	11/22/2023
583484	799277	Building Permit Fee	5629	$	149.16	11/27/2023
583506	803628	Application Fee	1350	$	1,350.00	11/27/2023
583514	488934	Building Permit Fee	1200	$	125.00	11/27/2023
583514	488934	Plan Review Fee	3	$	285.00	11/27/2023
583521	637333	Building Permit Fee	25000	$	662.50	11/28/2023
583521	637333	Plan Review Fee	4	$	380.00	11/28/2023
583542	719173	Re-Inspection Fee	1	$	95.00	11/28/2023
583547	769101	Building Permit Fee	44460	$	1,178.19	11/28/2023
583547	769101	Plan Review Fee	1	$	95.00	11/28/2023
583568	618027	Re-Inspection Fee	1	$	95.00	11/28/2023
583589	730293	Plan Review Fee	1	$	95.00	11/29/2023
583589	730293	Building Permit Fee	125000	$	3,312.50	11/29/2023
583589	730293	Plan Review Fee	1	$	95.00	11/29/2023
583589	730293	Building Permit Fee	8000	$	212.00	11/29/2023
583589	730293	Building Permit Fee	10000	$	265.00	11/29/2023
583589	730293	Building Permit Fee	1500	$	125.00	11/29/2023
583608	506874	Plan Review Fee	1	$	95.00	11/29/2023
583608	506874	Building Permit Fee	500	$	125.00	11/29/2023
583608	506874	Plan Review Fee	1	$	95.00	11/29/2023
					$47,873.05	

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™
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Phone: 954.921.7781 · Fax: 954.921.8807

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

Invoice number 123518
Date 12/31/2023

Project **179902 HILLSBORO BEACH BUILDING CODE**

Billing period through December 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	4,208,122.42	4,176,423.39	-4,208,122.42	31,699.03
FLOOD PLAIN MANAGEMENT	0.00	0.00	3,062.50	3,062.50	-3,062.50	0.00
REIMBURSABLES	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	4,211,184.92	4,179,485.89	-4,211,184.92	31,699.03

Hillsboro Beach December 2023 Fees
Total Permit Fees $37,116.50
Town Rev - 15% $5,567.48
CGA Rev - 85% $31,549.03
CGA Admin Fees $150.00
CGA TOTAL $ 1,699.03

Invoice number 123518
Date 12/31/2023

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Remaining	Current Billed
BUILDING CODE SERVICES	0.00	0.00	4,208,122.42	4,176,423.39	-4,208,122.42	31,699.03
Total	0.00	0.00	4,208,122.42	4,176,423.39	-4,208,122.42	31,699.03

Invoice total **31,699.03**

Town of Hillsboro Beach
Building Department
Finance Report

Start Date: 12/1/2023
End Date: 12/31/2023

	Permit Fees	Town Revenue	Fire Fees	Zoning Fees	Admin Fees	CGA Revenue	BORA	DBPR	DCA
MTD	$37,116.50	$5,567.48	$0.00	$900.00	$150.00	$31,549.03	$572.68	$306.85	$439.72
YTD	**$1,565,082.24**	**$234,762.34**	**$2,400.00**	**$3,450.00**	**$975.00**	**1,330,319.90**	**$2,432.84**	**$1,504.53**	**$2,174.74**

The Town of Hillsboro Beach
All Fees Collected

Start Date: 12/01/2023
End Date: 12/31/2023

Transaction #	Application #	Fee Description	Quantity	Amount	Date
583735	805236	Building Permit Fee	21945.67	$ 581.56	12/1/2023
583735	805236	BRA - Board of Rules & Appeals Fee	21945.67	$ 11.44	12/1/2023
583735	805236	Goverment Fees FL BCAIF Surcharge	581.56	$ 8.72	12/1/2023
583735	805236	Goverment Fees FL DBPR Surcharge	581.56	$ 5.81	12/1/2023
583736	803557	Building Permit Fee	21945.67	$ 581.56	12/1/2023
583736	803557	BRA - Board of Rules & Appeals Fee	21945.67	$ 11.44	12/1/2023
583736	803557	Goverment Fees FL BCAIF Surcharge	581.56	$ 8.72	12/1/2023
583736	803557	Goverment Fees FL DBPR Surcharge	581.56	$ 5.81	12/1/2023
583768	805160	Building Permit Fee	27800	$ 736.70	12/4/2023
583768	805160	BRA - Board of Rules & Appeals Fee	27800	$ 14.56	12/4/2023
583768	805160	Goverment Fees FL BCAIF Surcharge	736.7	$ 11.05	12/4/2023
583768	805160	Goverment Fees FL DBPR Surcharge	736.7	$ 7.36	12/4/2023
583773	807461	Building Permit Fee	6430.36	$ 170.40	12/4/2023
583773	807461	BRA - Board of Rules & Appeals Fee	6430.36	$ 3.64	12/4/2023
583773	807461	Goverment Fees FL BCAIF Surcharge	170.4	$ 2.55	12/4/2023
583773	807461	Goverment Fees FL DBPR Surcharge	170.4	$ 2.00	12/4/2023
583774	807451	Building Permit Fee	6684.65	$ 177.14	12/4/2023
583774	807451	BRA - Board of Rules & Appeals Fee	6684.65	$ 3.64	12/4/2023
583774	807451	Goverment Fees FL BCAIF Surcharge	177.14	$ 2.65	12/4/2023
583774	807451	Goverment Fees FL DBPR Surcharge	177.14	$ 2.00	12/4/2023
583786	801340	Building Permit Fee	6175	$ 163.63	12/4/2023
583786	801340	BRA - Board of Rules & Appeals Fee	6175	$ 3.64	12/4/2023
583786	801340	Goverment Fees FL BCAIF Surcharge	163.63	$ 2.45	12/4/2023
583786	801340	Goverment Fees FL DBPR Surcharge	163.63	$ 2.00	12/4/2023
583799	801474	Building Permit Fee	1000	$ 125.00	12/4/2023
583799	801474	BRA - Board of Rules & Appeals Fee	1000	$ 2.00	12/4/2023
583799	801474	Goverment Fees FL BCAIF Surcharge	125	$ 2.00	12/4/2023
583799	801474	Goverment Fees FL DBPR Surcharge	125	$ 2.00	12/4/2023
583800	805137	Building Permit Fee	28450	$ 753.92	12/4/2023
583800	805137	BRA - Board of Rules & Appeals Fee	28450	$ 15.08	12/4/2023
583800	805137	Goverment Fees FL BCAIF Surcharge	753.92	$ 11.30	12/4/2023
583800	805137	Goverment Fees FL DBPR Surcharge	753.92	$ 7.53	12/4/2023
583817	738043	Building Permit Fee	13495	$ 357.61	12/5/2023
583817	738043	BRA - Board of Rules & Appeals Fee	13495	$ 7.28	12/5/2023
583817	738043	Goverment Fees FL BCAIF Surcharge	357.61	$ 5.36	12/5/2023
583817	738043	Goverment Fees FL DBPR Surcharge	357.61	$ 3.57	12/5/2023
583817	738043	Plan Review Fee	2	$ 190.00	12/5/2023
583820	646995	Plan Review Fee	1	$ 95.00	12/5/2023
583850	496534	Change Of Contractor	1	$ 95.00	12/5/2023
583869	513603	Re-Inspection Fee	1	$ 95.00	12/5/2023
583875	807391	Building Permit Fee	2800	$ 125.00	12/6/2023
583875	807391	BRA - Board of Rules & Appeals Fee	2800	$ 2.00	12/6/2023

583875	807391	Goverment Fees FL BCAIF Surcharge	125	$	2.00	12/6/2023
583875	807391	Goverment Fees FL DBPR Surcharge	125	$	2.00	12/6/2023
583876	452256	Plan Review Fee	1	$	95.00	12/6/2023
583910	482292	Plan Review Fee	1	$	95.00	12/6/2023
583921	777381	Building Permit Fee	120000	$	3,180.00	12/7/2023
583921	777381	BRA - Board of Rules & Appeals Fee	120000	$	62.40	12/7/2023
583921	777381	Goverment Fees FL BCAIF Surcharge	3180	$	47.70	12/7/2023
583921	777381	Goverment Fees FL DBPR Surcharge	3180	$	31.80	12/7/2023
583921	777381	Plan Review Fee	2	$	190.00	12/7/2023
583955	789768	Building Permit Fee	5295	$	140.31	12/7/2023
583955	789768	BRA - Board of Rules & Appeals Fee	5295	$	3.12	12/7/2023
583955	789768	Goverment Fees FL BCAIF Surcharge	140.31	$	2.10	12/7/2023
583955	789768	Goverment Fees FL DBPR Surcharge	140.31	$	2.00	12/7/2023
583983	783522	Building Permit Fee	21000	$	556.50	12/8/2023
583983	783522	BRA - Board of Rules & Appeals Fee	21000	$	10.92	12/8/2023
583983	783522	Goverment Fees FL BCAIF Surcharge	556.5	$	8.34	12/8/2023
583983	783522	Goverment Fees FL DBPR Surcharge	556.5	$	5.56	12/8/2023
583983	783522	Plan Review Fee	1	$	95.00	12/8/2023
583987	601964	Re-Inspection Fee	1	$	95.00	12/8/2023
583989	762553	Building Permit Fee	8790	$	232.93	12/8/2023
583989	762553	BRA - Board of Rules & Appeals Fee	8790	$	4.68	12/8/2023
583989	762553	Goverment Fees FL BCAIF Surcharge	232.93	$	3.49	12/8/2023
583989	762553	Goverment Fees FL DBPR Surcharge	232.93	$	2.32	12/8/2023
584038	783348	Building Permit Fee	21700	$	575.05	12/11/2023
584038	783348	BRA - Board of Rules & Appeals Fee	21700	$	11.44	12/11/2023
584038	783348	Goverment Fees FL BCAIF Surcharge	575.05	$	8.62	12/11/2023
584038	783348	Goverment Fees FL DBPR Surcharge	575.05	$	5.75	12/11/2023
584038	783348	Plan Review Fee	1	$	95.00	12/11/2023
584042	805195	Building Permit Fee	4000	$	125.00	12/11/2023
584042	805195	BRA - Board of Rules & Appeals Fee	4000	$	2.08	12/11/2023
584042	805195	Goverment Fees FL BCAIF Surcharge	125	$	2.00	12/11/2023
584042	805195	Goverment Fees FL DBPR Surcharge	125	$	2.00	12/11/2023
584042	805195	Plan Review Fee	1	$	95.00	12/11/2023
584070	618027	Plan Review Fee	1	$	95.00	12/11/2023
584078	510710	Plan Review Fee	2	$	190.00	12/11/2023
584082	489412	Building Administrative Fee	2	$	50.00	12/11/2023
584082	489412	Zoning Plan Review	2	$	300.00	12/11/2023
584082	489412	Zoning Inspection Fee	1	$	150.00	12/11/2023
584082	489412	Building Administrative Fee	1	$	25.00	12/11/2023
584082	489412	Building Permit Fee	16048.87	$	425.29	12/11/2023
584082	489412	BRA - Board of Rules & Appeals Fee	16048.87	$	8.84	12/11/2023
584082	489412	Goverment Fees FL BCAIF Surcharge	425.29	$	6.37	12/11/2023
584082	489412	Goverment Fees FL DBPR Surcharge	425.29	$	4.25	12/11/2023
584082	489412	Plan Review Fee	2	$	190.00	12/11/2023

584083	489408	Building Permit Fee	6460	$	171.19	12/11/2023
584083	489408	BRA - Board of Rules & Appeals Fee	6460	$	3.64	12/11/2023
584083	489408	Goverment Fees FL BCAIF Surcharge	171.19	$	2.56	12/11/2023
584083	489408	Goverment Fees FL DBPR Surcharge	171.19	$	2.00	12/11/2023
584083	489408	Plan Review Fee	3	$	285.00	12/11/2023
584095	815329	Building Permit Fee	7265.49	$	192.53	12/12/2023
584095	815329	BRA - Board of Rules & Appeals Fee	7265.49	$	4.16	12/12/2023
584095	815329	Goverment Fees FL BCAIF Surcharge	192.53	$	2.88	12/12/2023
584095	815329	Goverment Fees FL DBPR Surcharge	192.53	$	2.00	12/12/2023
584132	783554	Building Permit Fee	3800	$	125.00	12/12/2023
584132	783554	BRA - Board of Rules & Appeals Fee	3800	$	2.08	12/12/2023
584132	783554	Goverment Fees FL BCAIF Surcharge	125	$	2.00	12/12/2023
584132	783554	Goverment Fees FL DBPR Surcharge	125	$	2.00	12/12/2023
584136	815383	Building Permit Fee	7856.8	$	208.20	12/12/2023
584136	815383	BRA - Board of Rules & Appeals Fee	7856.8	$	4.16	12/12/2023
584136	815383	Goverment Fees FL BCAIF Surcharge	208.2	$	3.12	12/12/2023
584136	815383	Goverment Fees FL DBPR Surcharge	208.2	$	2.08	12/12/2023
584151	87674	Permit Card Replacement; CO/CC	1	$	25.00	12/12/2023
584161	818757	Building Permit Fee	1575	$	125.00	12/13/2023
584161	818757	BRA - Board of Rules & Appeals Fee	1575	$	2.00	12/13/2023
584161	818757	Goverment Fees FL BCAIF Surcharge	125	$	2.00	12/13/2023
584161	818757	Goverment Fees FL DBPR Surcharge	125	$	2.00	12/13/2023
584195	819447	Building Permit Fee	6800	$	180.20	12/13/2023
584195	819447	BRA - Board of Rules & Appeals Fee	6800	$	3.64	12/13/2023
584195	819447	Goverment Fees FL BCAIF Surcharge	180.2	$	2.70	12/13/2023
584195	819447	Goverment Fees FL DBPR Surcharge	180.2	$	2.00	12/13/2023
584195	819447	Plan Review Fee	1	$	95.00	12/13/2023
584202	757122	Building Permit Fee	15000	$	397.50	12/13/2023
584202	757122	BRA - Board of Rules & Appeals Fee	15000	$	7.80	12/13/2023
584202	757122	Goverment Fees FL BCAIF Surcharge	397.5	$	5.96	12/13/2023
584202	757122	Goverment Fees FL DBPR Surcharge	397.5	$	3.97	12/13/2023
584202	757122	Building Permit Fee	1500	$	125.00	12/13/2023
584202	757122	BRA - Board of Rules & Appeals Fee	1500	$	2.00	12/13/2023
584202	757122	Goverment Fees FL BCAIF Surcharge	125	$	2.00	12/13/2023
584202	757122	Goverment Fees FL DBPR Surcharge	125	$	2.00	12/13/2023
584202	757122	Building Permit Fee	5000	$	125.00	12/13/2023
584202	757122	BRA - Board of Rules & Appeals Fee	5000	$	2.60	12/13/2023
584202	757122	Goverment Fees FL BCAIF Surcharge	125	$	2.00	12/13/2023
584202	757122	Goverment Fees FL DBPR Surcharge	125	$	2.00	12/13/2023
584202	757122	Building Permit Fee	500	$	125.00	12/13/2023
584202	757122	BRA - Board of Rules & Appeals Fee	500	$	2.00	12/13/2023
584202	757122	Goverment Fees FL BCAIF Surcharge	125	$	2.00	12/13/2023
584202	757122	Goverment Fees FL DBPR Surcharge	125	$	2.00	12/13/2023
584202	757122	Building Administrative Fee	1	$	25.00	12/13/2023

584202	757122	Zoning Plan Review	1	$	150.00	12/13/2023
584202	757122	Zoning Inspection Fee	1	$	150.00	12/13/2023
584202	757122	Building Administrative Fee	1	$	25.00	12/13/2023
584202	757122	Plan Review Fee	1	$	95.00	12/13/2023
584202	757122	Plan Review Fee	1	$	95.00	12/13/2023
584202	757122	Plan Review Fee	1	$	95.00	12/13/2023
584237	798770	Building Permit Fee	6000	$	159.00	12/14/2023
584237	798770	BRA - Board of Rules & Appeals Fee	6000	$	3.12	12/14/2023
584237	798770	Goverment Fees FL BCAIF Surcharge	159	$	2.38	12/14/2023
584237	798770	Goverment Fees FL DBPR Surcharge	159	$	2.00	12/14/2023
584237	798770	Building Permit Fee	1100	$	125.00	12/14/2023
584237	798770	BRA - Board of Rules & Appeals Fee	1100	$	2.00	12/14/2023
584237	798770	Goverment Fees FL BCAIF Surcharge	125	$	2.00	12/14/2023
584237	798770	Goverment Fees FL DBPR Surcharge	125	$	2.00	12/14/2023
584237	798770	Building Permit Fee	1200	$	125.00	12/14/2023
584237	798770	BRA - Board of Rules & Appeals Fee	1200	$	2.00	12/14/2023
584237	798770	Goverment Fees FL BCAIF Surcharge	125	$	2.00	12/14/2023
584237	798770	Goverment Fees FL DBPR Surcharge	125	$	2.00	12/14/2023
584258	814985	Building Permit Fee	13400	$	355.10	12/14/2023
584258	814985	BRA - Board of Rules & Appeals Fee	13400	$	7.28	12/14/2023
584258	814985	Goverment Fees FL BCAIF Surcharge	355.1	$	5.32	12/14/2023
584258	814985	Goverment Fees FL DBPR Surcharge	355.1	$	3.55	12/14/2023
584264	712508	Building Permit Fee	3000	$	125.00	12/14/2023
584264	712508	BRA - Board of Rules & Appeals Fee	3000	$	2.00	12/14/2023
584264	712508	Goverment Fees FL BCAIF Surcharge	125	$	2.00	12/14/2023
584264	712508	Goverment Fees FL DBPR Surcharge	125	$	2.00	12/14/2023
584264	712508	Plan Review Fee	1	$	95.00	12/14/2023
584264	712508	Plan Review Fee	1	$	95.00	12/14/2023
584264	712508	Plan Review Fee	1	$	95.00	12/14/2023
584275	124762	Building Permit Fee	500000	$	13,250.00	12/15/2023
584275	124762	BRA - Board of Rules & Appeals Fee	500000	$	260.00	12/15/2023
584275	124762	Goverment Fees FL BCAIF Surcharge	13250	$	198.75	12/15/2023
584275	124762	Goverment Fees FL DBPR Surcharge	13250	$	132.50	12/15/2023
584275	124762	Plan Review Fee	2	$	190.00	12/15/2023
584275	124762	Plan Review Fee	1	$	95.00	12/15/2023
584275	124762	Plan Review Fee	1	$	95.00	12/15/2023
584275	124762	Plan Review Fee	2	$	190.00	12/15/2023
584303	506042	Re-Inspection Fee	1	$	95.00	12/15/2023
584341	816873	Building Permit Fee	8000	$	212.00	12/18/2023
584341	816873	BRA - Board of Rules & Appeals Fee	8000	$	4.16	12/18/2023
584341	816873	Goverment Fees FL BCAIF Surcharge	212	$	3.18	12/18/2023
584341	816873	Goverment Fees FL DBPR Surcharge	212	$	2.12	12/18/2023
584349	792062	Building Permit Fee	37000	$	980.50	12/18/2023
584349	792062	BRA - Board of Rules & Appeals Fee	37000	$	19.24	12/18/2023

584349	792062	Goverment Fees FL BCAIF Surcharge	980.5	$	14.70	12/18/2023
584349	792062	Goverment Fees FL DBPR Surcharge	980.5	$	9.80	12/18/2023
584414	707335	Building Permit Fee	8600	$	227.90	12/19/2023
584414	707335	BRA - Board of Rules & Appeals Fee	8600	$	4.68	12/19/2023
584414	707335	Goverment Fees FL BCAIF Surcharge	227.9	$	3.41	12/19/2023
584414	707335	Goverment Fees FL DBPR Surcharge	227.9	$	2.27	12/19/2023
584414	707335	Building Permit Fee	1500	$	125.00	12/19/2023
584414	707335	BRA - Board of Rules & Appeals Fee	1500	$	2.00	12/19/2023
584414	707335	Goverment Fees FL BCAIF Surcharge	125	$	2.00	12/19/2023
584414	707335	Goverment Fees FL DBPR Surcharge	125	$	2.00	12/19/2023
584414	707335	Building Permit Fee	1268	$	125.00	12/19/2023
584414	707335	BRA - Board of Rules & Appeals Fee	1268	$	2.00	12/19/2023
584414	707335	Goverment Fees FL BCAIF Surcharge	125	$	2.00	12/19/2023
584414	707335	Goverment Fees FL DBPR Surcharge	125	$	2.00	12/19/2023
584414	707335	Building Permit Fee	8595	$	227.76	12/19/2023
584414	707335	BRA - Board of Rules & Appeals Fee	8595	$	4.68	12/19/2023
584414	707335	Goverment Fees FL BCAIF Surcharge	227.76	$	3.41	12/19/2023
584414	707335	Goverment Fees FL DBPR Surcharge	227.76	$	2.27	12/19/2023
584414	707335	Work Without Permit Fee	227.9	$	227.90	12/19/2023
584414	707335	Work Without Permit Fee	125	$	125.00	12/19/2023
584414	707335	Work Without Permit Fee	125	$	125.00	12/19/2023
584414	707335	Work Without Permit Fee	227.76	$	227.76	12/19/2023
584414	707335	Plan Review Fee	2	$	190.00	12/19/2023
584414	707335	Plan Review Fee	4	$	380.00	12/19/2023
584414	707335	Plan Review Fee	2	$	190.00	12/19/2023
584414	707335	Plan Review Fee	2	$	190.00	12/19/2023
584447	733644	Re-Inspection Fee	1	$	95.00	12/20/2023
584456	682857	Building Administrative Fee	1	$	25.00	12/20/2023
584456	682857	Zoning Plan Review	1	$	150.00	12/20/2023
584514	754688	Building Permit Fee	8500	$	225.25	12/22/2023
584514	754688	BRA - Board of Rules & Appeals Fee	8500	$	4.68	12/22/2023
584514	754688	Goverment Fees FL BCAIF Surcharge	225.25	$	3.37	12/22/2023
584514	754688	Goverment Fees FL DBPR Surcharge	225.25	$	2.25	12/22/2023
584514	754688	Plan Review Fee	1	$	95.00	12/22/2023
584515	754667	Building Permit Fee	10000	$	265.00	12/22/2023
584515	754667	BRA - Board of Rules & Appeals Fee	10000	$	5.20	12/22/2023
584515	754667	Goverment Fees FL BCAIF Surcharge	265	$	3.97	12/22/2023
584515	754667	Goverment Fees FL DBPR Surcharge	265	$	2.65	12/22/2023
584515	754667	Plan Review Fee	1	$	95.00	12/22/2023
584525	827860	Building Permit Fee	2146	$	125.00	12/22/2023
584525	827860	BRA - Board of Rules & Appeals Fee	2146	$	2.00	12/22/2023
584525	827860	Goverment Fees FL BCAIF Surcharge	125	$	2.00	12/22/2023
584525	827860	Goverment Fees FL DBPR Surcharge	125	$	2.00	12/22/2023
584526	711813	Plan Review Fee	1	$	95.00	12/22/2023

The Town of Hillsboro Beach
All Fees Collected

Start Date: 12/01/2023
End Date: 12/31/2023

584582	815340	Building Permit Fee	8965	$	237.57	12/28/2023
584582	815340	BRA - Board of Rules & Appeals Fee	8965	$	4.68	12/28/2023
584582	815340	Goverment Fees FL BCAIF Surcharge	237.57	$	3.56	12/28/2023
584582	815340	Goverment Fees FL DBPR Surcharge	237.57	$	2.37	12/28/2023
584612	721547	Building Permit Fee	42500	$	1,126.25	12/28/2023
584612	721547	BRA - Board of Rules & Appeals Fee	42500	$	22.36	12/28/2023
584612	721547	Goverment Fees FL BCAIF Surcharge	1126.25	$	16.89	12/28/2023
584612	721547	Goverment Fees FL DBPR Surcharge	1126.25	$	11.26	12/28/2023
584612	721547	Building Permit Fee	4000	$	125.00	12/28/2023
584612	721547	BRA - Board of Rules & Appeals Fee	4000	$	2.08	12/28/2023
584612	721547	Goverment Fees FL BCAIF Surcharge	125	$	2.00	12/28/2023
584612	721547	Goverment Fees FL DBPR Surcharge	125	$	2.00	12/28/2023
584612	721547	Building Permit Fee	5250	$	139.12	12/28/2023
584612	721547	BRA - Board of Rules & Appeals Fee	5250	$	3.12	12/28/2023
584612	721547	Goverment Fees FL BCAIF Surcharge	139.12	$	2.08	12/28/2023
584612	721547	Goverment Fees FL DBPR Surcharge	139.12	$	2.00	12/28/2023
584612	721547	Work Without Permit Fee	1126.25	$	1,126.25	12/28/2023
584612	721547	Work Without Permit Fee	125	$	125.00	12/28/2023
584612	721547	Work Without Permit Fee	139.12	$	139.12	12/28/2023
584612	721547	Plan Review Fee	3	$	285.00	12/28/2023
584612	721547	Plan Review Fee	4	$	380.00	12/28/2023
584612	721547	Plan Review Fee	4	$	380.00	12/28/2023
584613	812909	Building Permit Fee	5200	$	137.80	12/28/2023
584613	812909	BRA - Board of Rules & Appeals Fee	5200	$	3.12	12/28/2023
584613	812909	Goverment Fees FL BCAIF Surcharge	137.8	$	2.06	12/28/2023
584613	812909	Goverment Fees FL DBPR Surcharge	137.8	$	2.00	12/28/2023
584613	812909	Plan Review Fee	1	$	95.00	12/28/2023
					$39,485.75	

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

01/01/2024

TOWN OF HILLSBORO BEACH
Town Clerk
Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach FL 33062
E: Sherry D. Henderson, CMC TOWN CLERK

ACCOUNT NO: 1182-1201003
STATEMENT NO: 56825

Attn: Mac Serda, Town Manager

adv. Eva Thomas (DOA 3/24/21)

(Billing category: 10 - Litigation)

			HOURS	
12/06/2023	DJD	Review release; telephone call with Attorney for Insurance carrier	0.40	
		FOR CURRENT SERVICES RENDERED	0.40	120.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
D.J. Doody	0.40	$300.00	$120.00

TOTAL CURRENT WORK	120.00
BALANCE DUE	$120.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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

TOWN OF HILLSBORO BEACH
Town Clerk
Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach FL 33062
E: Sherry D. Henderson, CMC TOWN CLERK

01/01/2024
ACCOUNT NO: 1182-1201002
STATEMENT NO: 56824

Attn: Mac Serda, Town Manager

adv. Richard Crusco, et al (4th District Case#4D231752)

Billing category: (10-Litigation)

			HOURS	
12/18/2023	DJD	Receipt of Court Orders; telephone call with Jeff Bass	0.60	
12/19/2023	DJD	Telephone conference with Jeff Bass, Esq.; telephone call with Town Manager	0.60	
		FOR CURRENT SERVICES RENDERED	1.20	360.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
D.J. Doody	1.20	$300.00	$360.00

TOTAL CURRENT WORK	360.00
BALANCE DUE	$360.00

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

01/01/2024

TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile
Hillsboro Beach FL 33062

ACCOUNT NO: 1182-1200993
STATEMENT NO: 56823

Attn: Mac Serda, Town Manager

Development (Related)

			HOURS	
11/30/2023	DJD	Telephone conference with Town Commissioner	0.40	
12/01/2023	DJD	Meeting with Town Commissioner	2.20	
12/05/2023	DJD	Telephone conference with Jeff Bass	0.30	
12/07/2023	DJD	Review private amenities language	0.30	
12/11/2023	DJD	Revise proposed ordinance	0.40	
12/13/2023	DJD	Review revisions to code	0.30	
		FOR CURRENT SERVICES RENDERED	3.90	1,170.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
D.J. Doody	3.90	$300.00	$1,170.00

TOTAL CURRENT WORK	1,170.00
BALANCE DUE	$1,170.00

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

01/01/2024
ACCOUNT NO: 1182-0606490
STATEMENT NO: 56822

Attn: Mac Serda, Town Manager

General Matters

			HOURS	
11/30/2023	DJD	Review Commission agenda	0.80	
12/01/2023	DJD	Review of emails relating to ordinance 2023-05; initial review of agenda	1.30	
12/04/2023	DJD	Prepare for Town Commission Meeting	1.00	
12/05/2023	DJD	Prepare for and attend Town Commission Meeting; conference with Vice Mayor	3.70	
12/06/2023	DJD	Telephone conference with Town Commissioner	0.30	
12/07/2023	DJD	Initial review of Amendment 3 to Revolving Fund Loan Agreement	0.30	
12/21/2023	DJD	Review emails	0.30	
12/22/2023	DJD	Review staff report and agenda items	1.30	
12/27/2023	DJD	Review and prepare agenda items	1.30	
		FOR CURRENT SERVICES RENDERED	10.30	3,090.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
D.J. Doody	10.30	$300.00	$3,090.00

Color photocopies	1.40
Photocopies	3.15
TOTAL OUT-OF-POCKET EXPENSES THROUGH 12/31/2023	4.55
TOTAL CURRENT WORK	3,094.55
BALANCE DUE	$3,094.55

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

INFRAMARK

INVOICE

2002 West Grand Parkway North
Suite 100
Katy, TX 77449

INVOICE#	DATE
#107078	12/21/2023
CUSTOMER ID	**NET TERMS**
C1312	Net 30
PO#	**DUE DATE**
	1/20/2024

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

Services provided for the Month of: December 2023

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
Accounting Services for the Month of: December 2023					
Financial Accounting Service 001-532004-51308-5000	1	Ea	8,786.58		8,786.58
Postage 001-541010-51307-5000	1	Ea	11.97		11.97
Storage 001-544025-51307-5000	1	Ea	11.10		11.10
Subtotal					**8,809.65**

Subtotal	$8,809.65
Tax	$0.00
Total Due	$8,809.65

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.

Sweetapple, Broeker & Varkas

4800 North Federal Highway Suite 306D
Boca Raton, Fl 33431
Phone: 561-392-1230 | Fax: 561-394-6102

Account Statement

Prepared for Town of Hillsboro Beach
Re: Hillsboro Mile Property Owner #2038

Previous Balance	$0.00
Current Charges	$905.00
New Balance	$905.00
Adjustments	$0.00
Payments	($5,682.50)
Now Due	$905.00

Sweetapple, Broeker & Varkas

4800 North Federal Highway Suite 306D
Boca Raton, Fl 33431
Phone: 561-392-1230 | Fax: 561-394-6102

INVOICE

Town of Hillsboro Beach

Invoice Date: December 30, 2023
Invoice Number: 11679
Invoice Amount: $905.00

Matter: Hillsboro Mile Property Owner #2038

Attorney's Fees

11/18/2023	Review proposed Reply Brief	C.M.	.50	$225.00
11/19/2023	Review Reply brief and respond.	R.S.	.50	$250.00
11/20/2023	Emails w. counsel	C.M.	.20	$90.00
12/18/2023	Review Order from 4th; conf w. RAS	C.M.	.20	$90.00
12/22/2023	Review ruling and conference	R.S.	.50	$250.00
SUBTOTAL:			1.90	$905.00

Costs

SUBTOTAL:	$0.00

Matter Ledgers

9/28/2023	Balance before last invoice	$4,810.00
9/28/2023	Invoice 11614	$872.50
10/17/2023	Town of Hillsboro Ck #108875 for current charges on Invoice #11614	($872.50)
10/26/2023	Town of Hillsboro Ck #108894 for balance on Invoice #11614	($4,810.00)
12/30/2023	Invoice 11679	$905.00
SUBTOTAL:		$905.00

TOTAL $905.00
PREVIOUS BALANCE DUE $0.00

CURRENT BALANCE DUE AND OWING $905.00

Attorney's Fees Table

Attorney Name	Billing Units	Attorney Rate	Total
Cynthia Miller	0.90	$450.00	$405.00
Robert Sweetapple	1.00	$500.00	$500.00

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: **Police Department, Presented by Chief Szesnat**
Submitting Dept: **Town Clerk, Sherry Henderson, Town Clerk**
Agenda Date: **January 9, 2024**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. Nov 2023 Monthly Activity Report - PD

Hillsboro Beach Police Monthly Report

To: Town Manager, Mac Serda
From: Police Chief, Jay Szesnat
Subject: November 2023 Monthly Report

Patrol Snapshot:

Activity	Current Month	Oct 2023	Nov 2022
Contacts			
Motor Vehicle	144	130	189
Crosswalk	106	119	158
Marine Unit	137	125	87
Beach Unit	103	154	0
Cyclists	105	109	134
Arrests	0	2	0
Service			
Alarms	4	16	10
Assist Other Agency	2	5	1
Dogs on Beach/Animal	2	3	5
Vessel	8	15	4
Noise	0	2	1
Open Doors	5	4	6
Police Assists	147	166	97
Domestic/Disturbances	2	1	1
Sick/Injured	19	15	12
Crash	1	4	2
Trespassing	0	2	0
Security Checks	6,546	5,898	6,093
Total Calls	269	341	238

Investigations Snapshot:

October 2023 (new)	Actively Working	Inactivated/Cleared
Grand Theft #232806	Elderly Exploitation # 231504	Burglary # 231769
Death Invest. # 232738	Fraud #2634	Burglary # 231897
	Burglary Conveyance # 231874	Grand Theft # 232145
	Burglary Conveyance # 230118	

Personnel News:

November Notable Events:

On November 7th HBPD units observed BSO Fire Rescue units emergency response to the Hillsboro Inlet. Officer's determined that an individual aboard a vessel had suffered a medical emergency and the vessel was coming in the Inlet. HBPD assisted BSO Fire Rescue who met the vessel at the 901 Inlet dock and transported the patient.

Also on November 7th HBPD received a CAD complaint regarding a grand theft of lawn equipment from a landscaping trailer. The landscapers were servicing a property and left the trailer unsecured, suspect (s) entered and removed several items. The items were uniquely marked and serial number information was obtained for entry into the State & National Crime database. Our Detectives are conducting the investigation.

On November 13th HBPD received a 911/CAD complaint from the occupants of a silver Nissan that had become disabled in traffic, at the 1200 block of Hillsboro Mile. The two occupants were advising their rental vehicle had stalled and lost all power, they further indicated that they were unable to exit the vehicle. Our HBPD Units responded to the location and were able to assist the occupant with exiting the vehicle. We also provided assistance with traffic control and arranging for a tow.

On November 18th HBPD received a 911/CAD complaint in the 1200 block of Hillsboro Mile, regarding an Apple Watch GPS hard fall alert. Our HBPD units responded and were able to locate a female subject who had suffered a fall and sustained some minor injuries. Broward Sheriff's Office Fire Rescue arrived on scene and treated the subject, she was not transported. Assistance rendered.

On November 20th HBPD received a 911/CAD complaint in the 1100 block of Hillsboro Mile, regarding an elderly woman standing on her balcony screaming she was being held hostage. Our HBPD units responded and were able to locate a female subject in her unit who was in the company of her home health care nurse. It was determined that the women suffers from dementia and was having an episode that rendered her unable to recognize her nurse. Assistance rendered.

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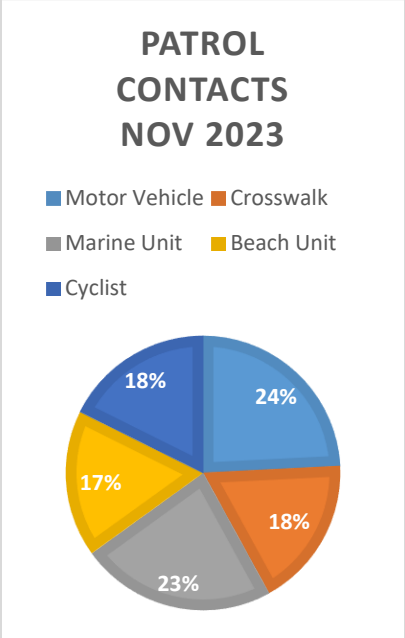
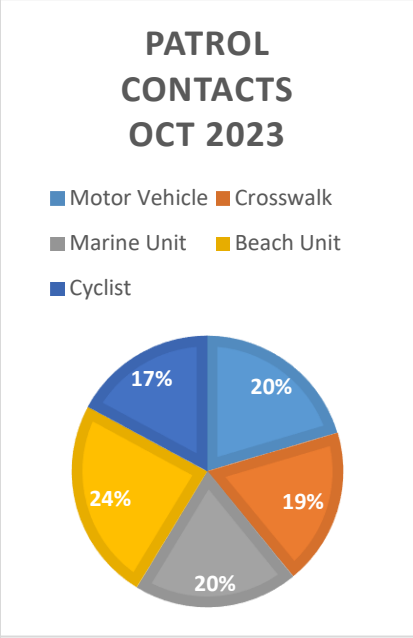
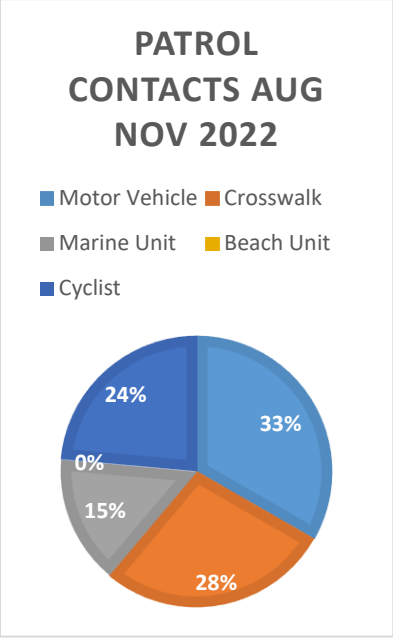
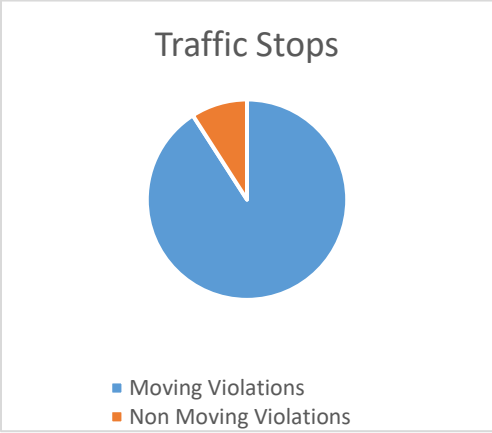
Patrol Services:

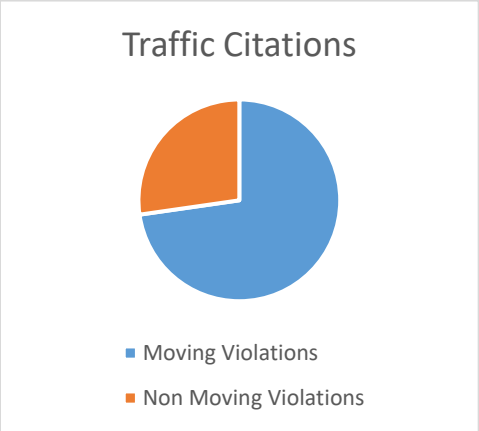




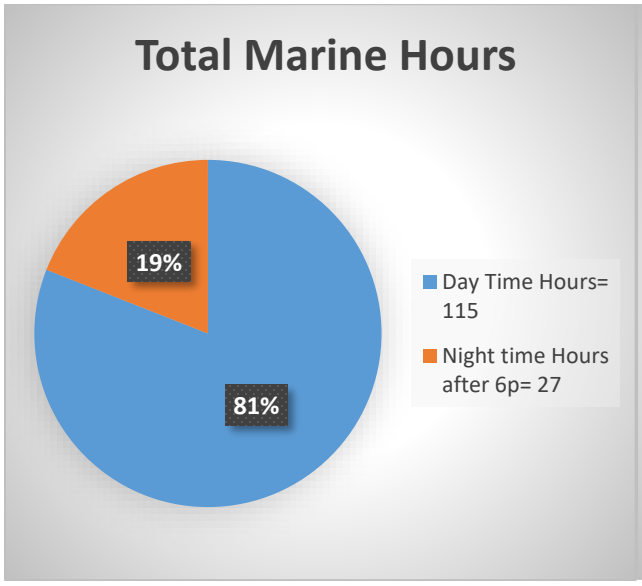


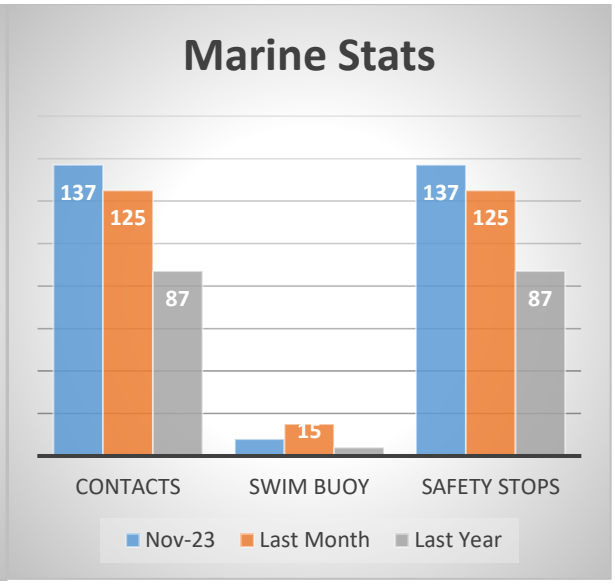
<u>Traffic:</u>





Marine/Beach Patrol:





Training:

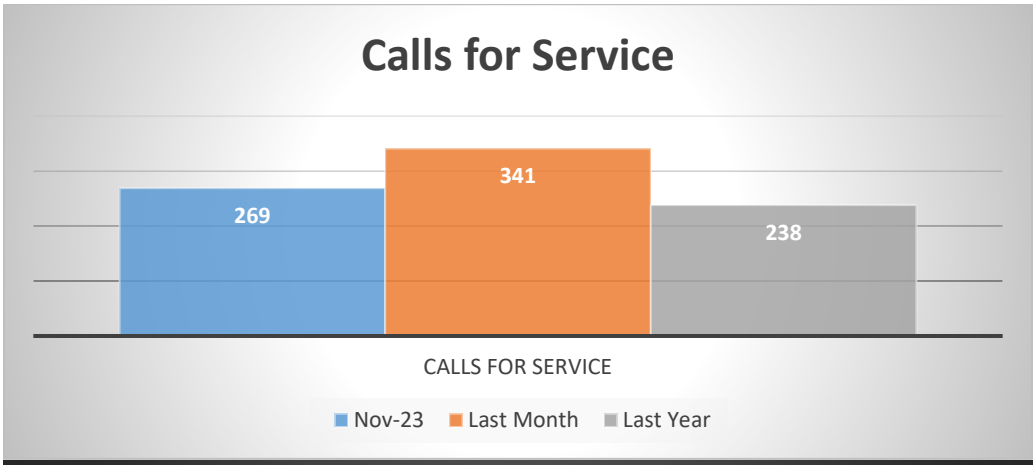
Police Law Institute (Online): Supreme Court Cases Affecting Domestic Violence

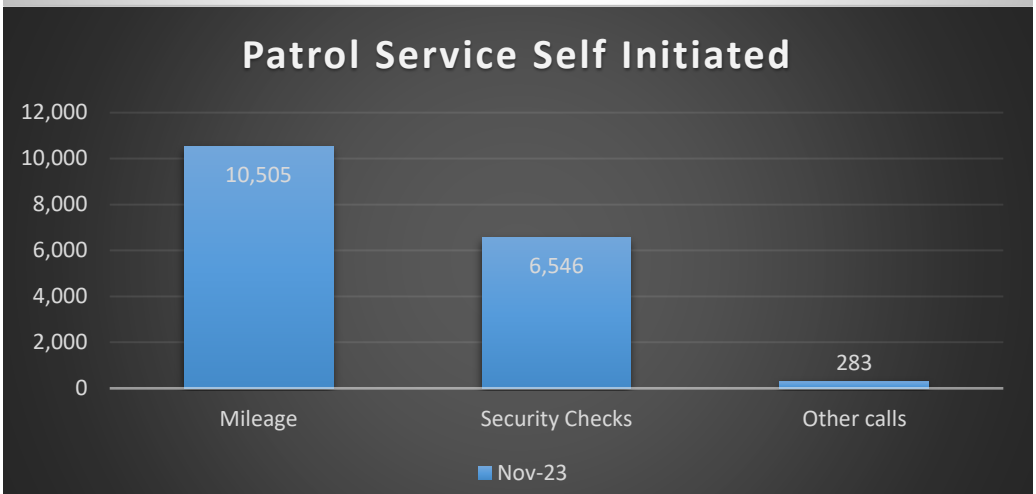
Power DMS Topics: Rescue Task Force / Active Killer
Communications / Customer Relations

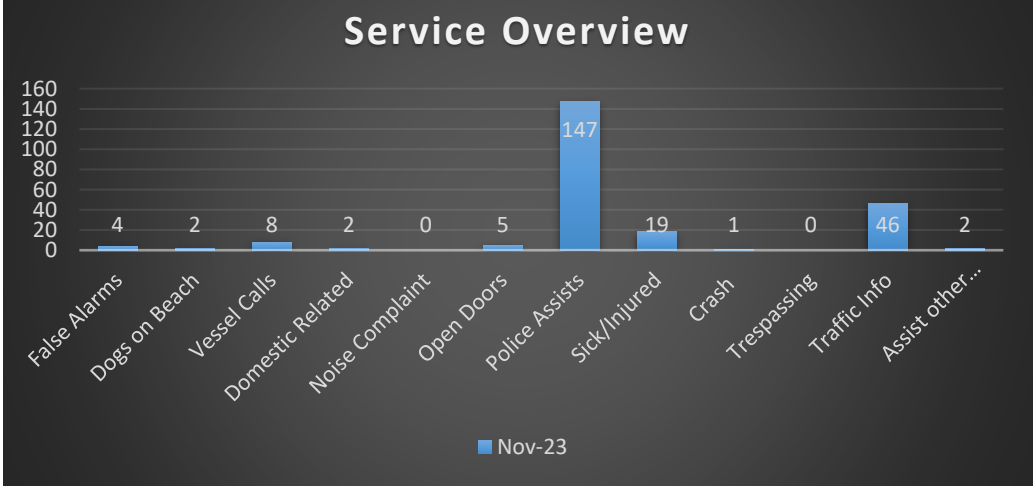
Hillsboro Beach PD: Traffic Safety Initiative

Letters:

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: **Building Department, Presented by Steve Mitchell, Bldg Official, CG&A**
Submitting Dept: **Town Clerk, Sherry Henderson, Town Clerk**
Agenda Date: **January 9, 2024**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. Building Department Report

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

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

TO: Mayor Irene Kirdahy and Commission

FROM: Steve Mitchell, Building Official

DATE: December 23, 2023

SUBJECT: November 2023 - Building Department Report

The Related project reviews are substantially complete for both parcels, with outside agency reviews still in process. Permits are likely to be ready to issue later this month.

A new single-family residence (SFR) has been submitted for plan review, replacing a recently demolished property. Construction is expected to start later this year. Inspection requests in the SFR sector remain steady.

Condominium renovations remain steady with a seasonal upturn expected in both permit submittals and inspections.

Respectfully Submitted,

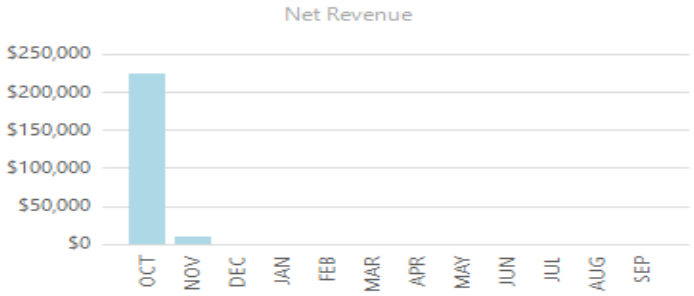
Steven Mitchell
Building Official | Chief Electrical Inspector
Building Code Services | Town of Hillsboro Beach

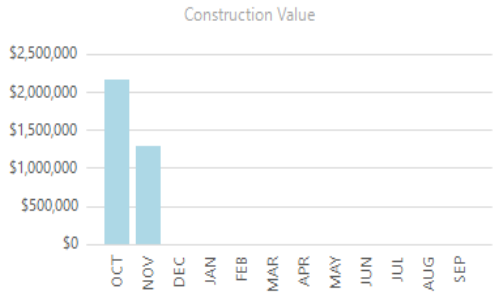
Calvin, Giordano & Associates, Inc.
1210 Hillsboro Mile |Hillsboro Beach FL 33062
Office: 954.427.4011 |Fax: 954.427.4834 |Cell: 954.592.5057
Fort Lauderdale | Miami-Dade | West Palm Beach | Clearwater/Tampa | Estero | Port St. Lucie

Town of Hillsboro Beach
Building Department
Summary Report

Start Date:
11/1/2023
End Date:

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	YTD
Construction Value	$2,158,596	$1,283,866	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$3,442,463
Building Permit Fees	$1,480,093	$47,873	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$1,527,966
Fire & Zoning Fees	$3,000	$1,950	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$4,950
Total Revenue	$1,483,093	$49,823	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$1,532,916
CGA Expense	$1,258,079	$40,692	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$1,298,771
Town Revenue	$225,014	$9,131	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$234,145





Town of Hillsboro Beach
Building Department
Finance Report

Start Date: 11/1/2023
End Date: 11/30/2023

	Permit Fees	Town Revenue	Fire Fees	Zoning Fees	Admin Fees	CGA Revenue	BORA	DBPR	DCA
MTD	$47,873.05	$7,180.96	$750.00	$1,200.00	$325.00	$40,692.09	$702.28	$373.42	$538.34
YTD	**$1,527,965.74**	**$229,194.86**	**$2,400.00**	**$2,550.00**	**$825.00**	**1,298,770.88**	**$1,860.16**	**$1,197.68**	**$1,735.02**

Town of Hillsboro Beach
Building Department
Permit Report

Start Date: 11/1/2023
End Date: 11/30/2023

Permit Type	# Issued	Building Permit Fees
COMMERCIAL AWNING/CANOPY/ CANVAS/ALUMINUM ROOF	2	3,924.64
COMMERCIAL BACKFLOW	2	250.00
COMMERCIAL CONCRETE RESTORATION	2	964.59
COMMERCIAL DOCK	1	746.50
COMMERCIAL RE-ROOF	1	3,057.07
COMMERCIAL STRUCTURAL MISCELLANEOUS	1	267.25
RESIDENTIAL A/C CHANGE OUT	6	2,493.49
RESIDENTIAL ALTERATION	12	19,296.19
RESIDENTIAL BACKFLOW	1	125.00
RESIDENTIAL DOCK	2	435.00
RESIDENTIAL ELECTRICAL MISCELLANEOUS	1	25.00
RESIDENTIAL GAS TANK	1	673.10
RESIDENTIAL LOW VOLTAGE	1	125.00
RESIDENTIAL NEW ROOF	1	1,042.50
RESIDENTIAL RE-ROOF	1	241.15
RESIDENTIAL SERVICE CHANGE/REPAIR	1	125.00
RESIDENTIAL STRUCTURAL MISCELLANEOUS	1	95.00
RESIDENTIAL SWIMMING POOL/SPA	2	7,725.00
RESIDENTIAL TEMP POLE	1	410.00
RESIDENTIAL WATER HEATER	1	125.00
RESIDENTIAL WINDOWS/DOORS/SHUTTERS	11	5,511.57
SINGLE FAMILY RESIDENCE	2	215.00
	54	***$47,873.05***

Town of Hillsboro Beach
Building Department
Issued Permits Report

Start Date: 11/1/2023
End Date: 11/30/2023

	Folio #	Permit #	Date Issued	Job Address	Job Sub Division	Construction Value
RESIDENTIAL ALTERATION						
	484308BD1110	23360878-0	11/1/2023	1150 HILLSBORO MILE, UNIT 906 (KITCHEN REMODEL)	OPAL TOWERS WEST CONDO	$24,500.00
	484308AH2170	23361062-0	11/9/2023	1147 HILLSBORO MILE, UNIT 903 (INTERIOR REMODEL)	OPAL TOWERS CONDO	$41,600.00
	484317AA0070	23361107-0	11/13/2023	1057 HILLSBORO MILE, UNIT 221	DIAMONDHEAD CONDO	$192,615.00
	484308AK0090	23361129-0	11/14/2023	1166 HILLSBORO MILE, UNIT 21	PIECES O'EIGHT CONDOMINIUM	$48,800.00
	484317AB1260	23361150-0	11/14/2023	1050 HILLSBORO MILE (UNIT 601W) *WORK WITHOUT PERMIT*	HILLSBORO LE BARON CONDO	$46,000.00
	484317AD0920	23361467-0	11/29/2023	1021 HILLSBORO MILE, UNIT 1203	LANDMARK AT HILLSBORO CONDO	$144,500.00
					Grand Total	**$498,015.00**

Town of Hillsboro Beach
Building Department
Activity Report

Start Date: 11/1/2023
End Date: 11/30/2023

Discipline	Total # of Inspections	Plan Review	Permits Applied
Building	98	52	24
Electrical	37	33	16
Plumbing	60	27	11
Mechanical	24	26	21
Fire	8	3	1
Zoning	0	4	4
Totals	**227**	**145**	**77**

TOWN OF HILLSBORO BEACH

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Agenda Item Cover Memo

Agenda Item: **Code Compliance, Presented by Bernard Pita, Code Compliance Supv, CG&A**
Submitting Dept: **Town Clerk, Sherry Henderson, Town Clerk**
Agenda Date: **January 9, 2024**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:
1. November 2023 Code Compliance Summary
2. November 2023 Code Case Action Summary
3. November 2023 All Open Code Cases

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

Code Compliance Summary Report

From 11/1/2023 **To** 11/30/2023 **Corridor** (All Corridors)

Case Totals for Period

Cases Open at Start of Period	39
Cases Opened During Period	10
Cases Opened as result of Complaint	10
Cases Closed During Period	3
Cases Closed due to compliance	2
Cases Open at End of Period	46

Inspections	10
Reinspections	8
Total	**18**

Special Magistrate Cases During Period	0

Case Summary by Officer

Officer	Open at Start	Opened During Period	Opened as result of Complaint	Closed During Period	Closed due to compliance	Open at End of Period
B. Pita/N/A	39	10	10	3	2	46
Total	**39**	**10**	**10**	**3**	**2**	**46**

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

Code Compliance Summary Report

From 11/1/2023 **To** 11/30/2023 **Corridor** (All Corridors)

Inspections by Officer

Officer	Inspections	Reinspections	Total
B. Pita/N/A	10	8	18
Total	**10**	**8**	**18**

Summary of Cases Opened by Incident Type

Incident Type	Number
Construction Site Violation	5
Building Permit Requirement	3
Right of Way Obstruction	1
SB 60 - Anonymous Complaint	1
Total	**10**

Revenue Summary

	Period Start	During Period	Period End
Total Fines Assessed	$1,257,400.00	$48,775.00	$1,306,175.00
Total Payments	$0.00	$0.00	$0.00
Balance	**$1,257,400.00**		**$1,306,175.00**

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

Case Action Report*

From 11/1/2023 **To** 11/30/2023 **Corridor** (All Corridors)

Date Issue	Incident Type	Site Address	Status	Documents Issued		
11/1/2023	Building Permit Requirement	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 9	Open	Date Issue	Type	Officer Assigned
				11/1/2023	Complaint	B. Pita
				11/27/2023	Courtesy Notice	B. Pita
11/8/2023	Building Permit Requirement	1230 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 207	Open	Date Issue	Type	Officer Assigned
				11/8/2023	Complaint	B. Pita
				11/27/2023	Courtesy Notice	B. Pita
11/8/2023	Construction Site Violation	963 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	Date Issue	Type	Officer Assigned
				11/8/2023	Complaint	B. Pita
				11/27/2023	Courtesy Notice	B. Pita
11/8/2023	Construction Site Violation	995 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	Date Issue	Type	Officer Assigned
				11/7/2023	Affidavit of Alleged Repeat Violation	B. Pita
				11/8/2023	Complaint	B. Pita
				11/19/2023	Notice of Hearing	B. Pita
				11/20/2023	Affidavit of Service	
11/8/2023	Construction Site Violation	987 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	Date Issue	Type	Officer Assigned
				11/8/2023	Complaint	B. Pita
				11/27/2023	Courtesy Notice	B. Pita
11/8/2023	Construction Site Violation	1009 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	Date Issue	Type	Officer Assigned
				11/8/2023	Complaint	B. Pita
				11/27/2023	Courtesy Notice	B. Pita
11/8/2023	Construction Site Violation	1075 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	Date Issue	Type	Officer Assigned
				11/8/2023	Complaint	B. Pita
				11/27/2023	Courtesy Notice	B. Pita

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

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

Case Action Report*

From 11/1/2023 **To** 11/30/2023 **Corridor** (All Corridors)

Date Issue	Incident Type	Site Address	Status	Documents Issued		
11/22/2023	Building Permit Requirement	1150 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 516	Open	Date Issue	Type	Officer Assigned
				11/27/2023	Courtesy Notice	B. Pita
				11/27/2023	Complaint	B. Pita

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

Code Compliance Open Cases

	Incident Type	Owner	Site Address
1	Construction Site Violation	BAYLESS,BENJAMIN W BAYLESS,RACHEL A	1009 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
2	Construction Site Violation	SEAGRAPE REV TR PRATT,DAVID TRSTEE	963 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
3	Construction Site Violation	CELENTANO,MARY VINCENT & MARY CELENTANO 2012 TR	987 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
4	Construction Site Violation	DONOHO,TIM & DEBORAH	1075 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
5	Building Permit Requirement	SHAPIRO,JOEL L	1230 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 207
6	Building Permit Requirement	ROBERTAZZI,DONALD & ROBERTAZZI,ANNA MARIE	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 9
7	Building Permit Requirement	GRACE P SHRIVER FAM TR DEFORGE,HEATHER G TRSTEE	1150 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 516
8	Fire Inspection Violation	1159 HILLSBORO MILE LLC BNH IV HM TRI LLC	1159 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
9	Fire Inspection Violation	WOODWORTH,ELIZABETH D & E WOODWORTH REV LIV TR	1170 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 302
10	Fire Inspection Violation	HILLSBORO CLUB INC	901 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
11	Building Permit Requirement	ORR,ELEANOR	1198 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 132
12	Fire Inspection Violation	COMMON AREA	1045 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
13	Fire Inspection Violation	COMMON AREA	1045 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
14	Fire Inspection Violation	COMMON AREA	1063 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
15	Fire Inspection Violation	COMMON AREA	1051 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
16	Fire Inspection Violation	COMMON AREA	1051 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
17	Fire Inspection Violation	COMMON AREA	1231 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
18	Fire Inspection Violation	COMMON AREA	1212 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
19	Fire Inspection Violation	COMMON AREA	1202 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
20	Fire Inspection Violation	COMMON AREA	1221 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
21	Fire Inspection Violation	COMMON AREA	1221 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
22	Fire Inspection Violation	COMMON AREA	1169 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
23	Fire Inspection Violation	COMMON AREA	1169 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
24	Fire Inspection Violation	COMMON AREA	1167 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
25	Fire Inspection Violation	1223 HILLSBORO Mile	1223 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
26	Fire Inspection Violation	COMMON AREA	1161 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
27	Fire Inspection Violation	COMMON AREA	1167 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
28	Fire Inspection Violation	COMMON AREA	1155 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
29	Fire Inspection Violation	COMMON AREA	1237 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
30	Fire Inspection Violation	COMMON AREA	1199 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
31	Fire Inspection Violation	COMMON AREA	1228 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
32	Fire Inspection Violation	COMMON AREA	1166 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
33	Fire Inspection Violation	COMMON AREA	1200 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
34	Fire Inspection Violation	COMMON AREA	1225 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
35	Building Permit Requirement	FRIELICH,ROBERT S & FRIELICH,LYDA A	1167 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 306
36	Construction Site Violation	MIRCHANDANI,KISHORE H/E MIRCHANDANI,ANJALI	995 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
37	Property Maintenance	COMMON AREA / RAINBOW OCEAN SHORES APTS CO-OP	1231 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 #Property Manager
38	Nuisance	WINTER SUN INVESTMENTS LLC	1205 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 101
39	Building Permit Requirement	BAKER,CHRISTIAN	1194 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 31
40	Building Permit Requirement	SELA,LUAN	1050 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 707W
41	Landscape Maintenance Violation	WINTER SUN INVESTMENTS LLC	1206 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
42	Property Maintenance	WINTER SUN INVESTMENTS LLC	1205 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 101
43	Nuisance	MILLIONAIRE PORTFOLIO GROUP LLC	1150 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 812