



TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile, Hillsboro Beach, Florida 33062
March 24, 2020 | 9:30 AM

RE-ORGANIZATION MEETING

MAYOR DEBORAH L. TARRANT
VICE MAYOR IRENE KIRDAHY
COMMISSIONER VICKY FEAMAN
COMMISSIONER BARBARA BALDASARRE
COMMISSIONER ANDREW R. BROWN

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

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE

I. SWEARING-IN CEREMONY FOR TOWN COMMISSIONERS:

A. IRENE KIRDAHY

B. ANDREW R. BROWN

II. APPOINTMENTS

A. MAYOR

1. RESOLUTION NO. 2020-21

PURSUANT TO ARTICLE VIII, SEC. 5 OF THE TOWN CHARTER, A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPOINTING THE MAYOR OF THE TOWN OF HILLSBORO BEACH; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

B. VICE-MAYOR

1. RESOLUTION NO. 2020-22

PURSUANT TO ARTICLE VIII, SEC. 5 OF THE TOWN CHARTER, A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPOINTING THE VICE MAYOR OF THE TOWN OF HILLSBORO BEACH; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

C. TOWN TREASURER

1. RESOLUTION NO. 2020-23

PURSUANT TO ARTICLE VIII, SEC. 5 OF THE TOWN CHARTER, A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPOINTING THE TOWN TREASURER OF THE TOWN OF HILLSBORO BEACH; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

III. DISCUSSION & POSSIBLE ACTION

A. Update on Coronavirus (COVID-19)

IV. RESOLUTIONS & CONTRACTS

A. RESOLUTION NO. 2020-24

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE THE SECOND AMENDMENT TO COMMERCIAL CONTRACT BETWEEN THE TOWN OF HILLSBORO BEACH AND WINTER SUN INVESTMENTS, LLC; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

B. RESOLUTION NO. 2020-25

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA AUTHORIZING THE TOWN TO BORROW UP TO \$5,000,000 FOR THE PURPOSE OF FINANCING CAPITAL EXPENDITURES RELATING TO AN APPROXIMATELY 70,000 CUBIC YARD BEACH RENOURISHMENT PROJECT; AUTHORIZING THE EXECUTION OF A PROMISSORY NOTE AND A LOAN AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

V. INVOICES

- A. **Sweetapple, Broker & Varkas P. L.** Invoice #1919 Services rendered through 1/16/2020 **\$15,000.00** (DB Litigation)
- B. **Moffatt & Nichol** Invoice #741995 Services 10/28/2018 - 4/27/2019 **\$10,933.76** (Deerfield Beach Groin Field Evaluation)
- C. **Moffatt & Nichol** Invoice #745260 Services 4/28/2019 - 7/27/2019 **\$28,040.75** (Beach Nourishment Monitoring)
- D. **Moffatt & Nichol** Invoice #746674 Services 4/28/2019 - 7/27/2019 **\$1,450.00** (Sand Testing)

VI. PUBLIC COMMENTS

VII. ADJOURNMENT

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



TOWN OF HILLSBORO BEACH, FLORIDA

1210 Hillsboro Mile • Hillsboro Beach, FL 33062

954-427-4011 • TownofHillsboroBeach.com

STATE OF FLORIDA
COUNTY OF BROWARD
TOWN OF HILLSBORO BEACH

OATH OF OFFICE

I, **Irene Kirdahy**, do solemnly swear that I will support, protect, and defend the constitution and government of the United States and of the State of Florida and the Charter and Ordinances of the Town of Hillsboro Beach; and that I am duly qualified to hold office under the Constitution of the State; and that I will well and faithfully perform the duties of a Commission Member of the Town of Hillsboro Beach. So help me God.

Irene Kirdahy

Acknowledgement of Oath Being Taken

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing oath was administered before me this 24th day of March, 2020, Andrew R. Brown, who personally appeared before me, and is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned Oath as a Commission Member of the Town of Hillsboro Beach and acknowledged to and before me that he/she took said Oath for the purposes therein expressed.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____



TOWN OF HILLSBORO BEACH, FLORIDA

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STATE OF FLORIDA
COUNTY OF BROWARD
TOWN OF HILLSBORO BEACH

OATH OF OFFICE

I, **Andrew R. Brown**, do solemnly swear that I will support, protect, and defend the constitution and government of the United States and of the State of Florida and the Charter and Ordinances of the Town of Hillsboro Beach; and that I am duly qualified to hold office under the Constitution of the State; and that I will well and faithfully perform the duties of a Commission Member of the Town of Hillsboro Beach. So help me God.

Andrew R. Brown

Acknowledgement of Oath Being Taken

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing oath was administered before me this 24th day of March, 2020, Andrew R. Brown, who personally appeared before me, and is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned Oath as a Commission Member of the Town of Hillsboro Beach and acknowledged to and before me that he/she took said Oath for the purposes therein expressed.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____



TOWN OF HILLSBORO BEACH

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Agenda Item Cover Memo

Agenda Item: MAYOR

Submitting Dept: Town Clerk, Daniela Joseph, Administrative Assistant

Agenda Date: March 24, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. ARTICLE_IV____FORM_OF_GOVERNMENT



TOWN OF HILLSBORO BEACH, FLORIDA

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

ARTICLE IV: - FORM OF GOVERNMENT

Section 1. - Governing body; term.

The government of said municipality shall be vested in a governing body composed of five (5) members, who shall be known as the "Town Commission of the Town of Hillsboro Beach". All five (5) commissioners shall be elected by the qualified electors on an at-large, nonpartisan basis and shall serve for a term of two (2) years. No member of the Town Commission shall serve for more than four (4) consecutive two (2) year terms. All current commission members have the right to seek election to the commission and serve four (4) consecutive two (2) year terms beyond their current terms thereafter all current commission member shall be subject to the term termination set forth herein. Three (3) commissioners shall run for election in the odd years and two (2) commissioners shall run for election in the even years.

(Am. Ord. 244, passed 12-2-2008)

Section 2. - Qualification of members.

To be eligible to hold the office of Town Commissioner of the Town of Hillsboro Beach or to qualify for nomination or application as such, the candidate shall be a bona fide resident and citizen of the Town of Hillsboro Beach and a citizen of the State of Florida and of the United States of America; shall be duly qualified as a voter; and shall be over the age of twenty-one (21) years. Candidates for nomination shall comply with all rules and regulations set out in the Charter as to their conduct. Any Commissioner who shall cease to possess the qualifications required herein shall forthwith forfeit his office.

Section 3. - Reserved.

Editor's note— Ord. No. 293, passed December 6, 2016 and approved by the voters at a referendum held on March 14, 2017, repealed Section 3. Former Section 3 pertained to judge of own elections.

Section 4. - Commission powers and duties.

All Legislative powers of the Town shall be exclusively vested in the Commission and shall be exercised by it in the manner and subject to the limitations hereinafter set forth. Laws of the State of Florida affecting matters of local concern but otherwise not inconsistent with the Charter shall have the force and effect of Ordinances of the Town. In addition to exercising its general legislative powers, the Commission may establish certain advisory boards to facilitate the operation of the Town. The Commission shall establish a Code Enforcement Board in accordance with Chapter 162 of the Florida Statutes as amended from time to time. The Town Commission shall further make or confirm appointments, as required by this Charter, adopt the budget, undertake necessary investigations, provide for an independent audit, and take such other actions as it deems necessary and as are consistent with this Charter and the Laws of the State of Florida.

- (1) **Removal from, and Forfeiture of the Office of Commissioner:** Any Commissioner may be removed from office by recall. A Commissioner shall be deemed to have forfeited his office upon any of the following grounds:

- (a) Failure to meet the qualifications for the office established by this Charter;
- (b) Failure to take his Oath of Office;
- (c) Ceasing to be a resident of the Town;
- (d) Conviction of a felony or any crime involving a violation of his official oath;
- (e) Reserved.
- (f) Reserved.
- (g) Accepting appointment or being elected to a public office other than an office that is incidental to his duties as a Commissioner and on which he serves with the Commission approval.

In addition to the foregoing, the office of Commissioner shall become vacant upon the death or resignation of an incumbent, or upon an adjudication of incompetency. The Commission shall be the sole judge of the qualifications of its members and shall be responsible for removing a Commissioner from office for any of the reasons stipulated in this section.

- (2) **Filling Commission Vacancies:** When a vacancy on the Commission occurs for any reason, the Commission shall, by majority vote, elect a person having the qualifications for the office of Commissioner to fill the vacancy for unexpired term.
- (3) **Mayor:** Each new Commission shall, at the meeting at which it takes office, elect by majority vote one of its members as Mayor of the Town of Hillsboro Beach. The Mayor shall preside at all meetings of the Commission.
- (4) **Vice Mayor:** At the same meeting at which the Mayor is elected, each Commission shall also elect, by majority vote, a Vice Mayor. The Vice Mayor shall preside at meetings of the Commission during any absence or disability of the Mayor, and he shall serve as Acting Mayor during any period in which the Mayor is absent or disabled.
- (5) **Mayor's Powers with Respect to Commission:** The Mayor shall attend Commission meetings and appear before the Commission for the purpose of expressing his/her views on matters pending before the Commission. He/she shall also have the power to present messages, reports and other communications to the Commission and to propose legislation for the Commission's consideration and to vote on all matters brought before the Town Commission. The Mayor shall be recognized as the head of Town government for service of process, ceremonial matters, and the signature or execution of ordinances, contracts, deeds, bonds, and other instruments and documents and for purposes of military law. The Mayor shall also serve, as the ceremonial head of the Town and the Town official designated to represent the Town when dealing with other entities. The Mayor shall have no administrative duties other than those necessary to accomplish these actions, or such other actions as may be authorized by the Town Commission, consistent with general or special law.
- (6) **Commission Meetings—Quorum:** The term of the Commissioners and the Mayor shall begin on the first Tuesday following the General Municipal Election, and they shall meet in the Town Hall on that day to take office. The Commission shall hold no less than one (1) meeting per month with the ability to allow for a one (1) month vacation. Special meetings shall be called by the Town Clerk upon the written or electronic email communication request of the Mayor or any three (3) Commissioners. Such request shall state the subject or subjects to be considered at each such meeting and no other subject shall be considered thereat. Commissioners shall be given at least twelve (12) hours notice of the time and place of such special meetings, except that only two (2) hours notice shall be required when an emergency has been declared. All regular and special meetings of the Commission shall be open to the public, and no Ordinance,

rule, resolution, regulation, order or directive shall be adopted except at a meeting open to the public. Three (3) members of the Commission shall constitute a quorum for all purposes.

- (7) **Commission Procedure:** The Commission shall cause the Town Clerk to keep a journal of its proceedings, which shall show every matter considered by it, its disposition, and the yeas and nays on every matter submitted for a vote. No less than a majority of the whole Commission shall be required to make any determination or effect any action. Otherwise, the Commission shall determine and establish its own rules of procedure. The journal shall be open to public inspection.
- (8) **Ordinances:** Every legislative act of the Commission shall be by Ordinance, and other acts, if so required by law, shall also be by Ordinance. Every Ordinance shall be offered in writing and signed by the elected official introducing it. The enacting clause of every Ordinance shall be as follows: "Be it ordained by the Town Commission of the Town of Hillsboro Beach". No Ordinance shall contain more than one (1) subject and the same shall be clearly expressed in the title. No Ordinance shall be passed earlier than two (2) weeks after its introduction and shall go into effect as of the day of its adoption by the Town Commission. There shall be two (2) readings of every Ordinance which may be by title, at separate meetings and if not read or considered at consecutive meetings, any postponement shall be to a certain date. There shall be opportunity provided for a public hearing at the same time as the second reading unless a different time shall be fixed at the first reading.
- (9) **Administration of the Town During Emergencies:**

An Emergency Task Force consisting of qualified administrative officers is hereby created to exercise powers and duties of the Town during emergencies. An "emergency" as used in this section shall refer to an event that threatens the safety, health, property, or the general welfare of the Town or any segment thereof and which shall require immediate action by the Town administrative officers. The following administrative officers are hereby designated as members of the Emergency Task Force:

- a) Mayor
 - b) Commissioners
 - c) Town Manager
 - d) Police Chief
 - e) Town Clerk
 - f) Department Heads
- (a) **Emergency Director:** The Emergency Director shall preside over the Emergency Task Force and operate as a spokesperson for the Emergency Task Force. The Mayor is hereby designated as the Emergency Director. If the Mayor is temporarily absent or unable to perform as the Emergency Director, the Town Manager shall be designated as the Emergency Director. If the Town Manager is temporarily absent or unable to perform as the Emergency Director, the Police Chief shall be designated as the Emergency Director.
- (b) The Emergency Director shall exercise the following administrative powers:
- (1) Proclaim the existence or threatened existence of a local emergency;
 - (2) Control and direct the effort of the Emergency Task Force of the Town for the accomplishment of the purpose of this section;
 - (3) Represent the Town in all dealings with public or private agencies on matters pertaining to emergencies;
 - (4) Take action, make and issue rules and regulations on matters reasonably related to the protection of safety, health, property, and general welfare of

the Town as affected by such emergency; provided however, such rules and regulations must be presented to the Town Commission and confirmed by it at the earliest practicable time.

- (5) **Emergency Purchases.** In the event of an emergency that requires an immediate purchase of commodities or services, the purchasing procedures in the Town Code of Ordinances are hereby waived and the Emergency Director is empowered and is authorized to procure any commodities or services, notwithstanding the estimated cost of the commodities or services. The Emergency Director shall make a full report, both of the expenditures and the emergency reasons which made the actions necessary, in writing, and present the report to the Town Commission at the next regular meeting.
- (10) **Franchises:** The Town Commission may, by Ordinance, grant, amend or renew the right to construct, operate, and maintain any public utility in, upon or over the streets and public spaces of this Town.
- (11) **Codification of Ordinances:** The Commission shall arrange for a compilation or codification of all Ordinances of a general, public, or permanent nature, or imposing a fine, penalty, or forfeiture within three years of the effective date of such ordinances. Such compilations or codifications shall be placed on file with the Town Clerk, shall be available for the use of the public and shall be made available for purchase at a reasonable price.
- (12) **Initiative:** Ordinances or amendments to existing Ordinances may be submitted to the Commission by a petition signed by registered electors of the Town equal to at least twenty-five (25) per cent of the vote cast at the last preceding general Town election. Any initiative measure which requires the expenditure of funds must provide therein for the additional revenues which will be required to carry out the Ordinance. Initiative petitions shall be uniform in character, shall contain the proposed Ordinance in full, shall set forth the address of each person signing, shall be in the form prescribed by the Town Clerk and shall be filed with the Town Clerk. The Clerk shall, within twenty (20) days verify the sufficiency of the signatures thereto and if found sufficient, transmit the petition to the Commission, which shall proceed with the proposal in the regular herein provided. The Commission shall either enact the Ordinance without amendment or reject it within thirty (30) days. In the event the Commission shall fail to enact such Ordinance or amendment, the Commission shall, at the next regular election held within the Town, submit the same to a vote of the people. The Town Clerk shall issue a proclamation notifying the electors at least thirty (30) days prior to such election, and shall cause to be published a notice of the election and a copy of the proposed Ordinance in a daily newspaper of general circulation in the Town. Such publication shall not be more than twenty (20) nor less than ten (10) days before the election. All initiated Ordinances shall have a title which shall state, in a general way, the purpose and intent of such Ordinance. The form of ballot used for such election shall be prepared by the Town attorney and shall contain the title of such Ordinance. In initiative elections the question shall be determined by a majority of the electors voting on the question.
- (13) **Referendum:** If, prior to the date when any Ordinance shall take effect, a petition bearing the signatures of registered electors equal in number to twenty-five (25) per cent of the votes cast in the last preceding general Town election and asking for change, cancellation or repeal shall be filed with the Town Clerk and certified as to sufficiency, such Ordinance shall be suspended from going into operation. The Commission shall reconsider such Ordinance and, if it does not repeal the same within thirty (30) days of the time of filing said petition, it shall submit said Ordinance to the voters at the next election held within the Town. In referendum elections the question shall be determined by a majority of the electors voting on the question.
- (14) **Town Clerk's Office:** There is hereby created a Town Clerk's Office. The Town Manager shall be the official appointing authority of the Town Clerk and all employees in the Town Clerk's Office.
- (15) **Independent Annual Audit:** Prior to the end of each fiscal year, the Commission shall contract with a certified public accountant to make, as of the end of the fiscal year, an

independent audit of all Town funds and accounts. Such accountants shall have no personal interest, direct or indirect, in the fiscal affairs of the Town Government, its Commissioners or any of its officers. Three (3) copies of the audit report, when received, shall immediately be filed in the Town Clerk's Office, as a public record.

- (16) The positions of mayor and town commissioner shall be part-time positions, and the individuals serving in such positions shall be permitted to engage in outside/concurrent employment and participate in activities on behalf of charitable not-for-profit organizations consistent with Chapter 112, F.S., as may be amended. Any required disclosures associated with such outside/concurrent employment or the participation in activities associated with charitable non-for-profit organizations, shall be consistent with and limited to the requirements of Chapter 112, F.S., as may be amended.

(Am. Ord. 244, passed 12-2-2008; Am. Ord. 259, passed 11-21-2011; Am. Ord. 2016-288, passed 12-6-2016; Am. Ord. 2016-289, passed 12-6-2016; Am. Ord. 2016-293, passed 12-6-2016)

Section 5. - Town manager.

There shall be a Town Manager who shall be responsible to the Town Commission for the administration of all Town affairs placed in his or her charge by or under this Charter.

- (1) **Qualifications.** The Town Manager shall ideally have at a minimum, a baccalaureate degree and at least three (3) years' experience as a City Manager or Assistant City Manager or equivalent governmental administrative experience.
- (2) **Appointment.** The Town Commission shall appoint the Town Manager. The appointment shall be by a three-fifths ($\frac{3}{5}$) vote of all Commission members.
- (3) **Removal.** The Town Commission may remove the Town Manager by a three-fifths ($\frac{3}{5}$) vote of all Commission members.
- (4) **Compensation.** Compensation and benefits of the Town Manager shall be fixed by the Town Commission.
- (5) **Powers and Duties.** The powers, duties, and responsibilities of the Town Manager shall be as follows:
 - (a) To ensure that the laws and ordinances of the Town are enforced.
 - (b) To attend all meetings of the Town Commission and may be invited to take part in discussion but having no vote.
 - (c) To recommend to the Town Commission for adoption of measures as he/she may deem necessary or expedient.
 - (d) To direct and supervise the administration of all departments of the Town and be responsible for the maintenance of sound personnel policies and administrative practices and submit monthly reports pertaining to this subsection to the Town Commission.
 - (e) To coordinate with department heads working, personnel, and vacation schedules and appropriate records and reports and to prepare and present to the Town Commission the annual budget.
 - (f) To maintain a policy and procedure manual with input from the department heads and to review it on an annual basis.
 - (g) The Town Manager is hereby authorized to hire and fire all Town personnel, except the Town Attorney, Police Chief, and the Water Plant Superintendent, and shall hire and fire Town personnel with the involvement of all department heads for the purpose of making

recommendations. The Town Manager shall be responsible for the supervision and management of all Town employees.

- (h) To perform such other duties as may be required by ordinance or resolution of the Town Commission.
- (6) **Emergency Powers.** In times of emergency or natural disaster, as defined in Section 252.34, F.S., as amended from time to time, the Town Manager, in accordance with Section 252.38, F.S., as amended from time to time, and in conjunction with the Town Commission and the powers set forth in this Article, shall have the authority to expedite the decision-making process to best ensure the uninterrupted operation of Town business and to best provide for the health, safety and welfare of Town residents.
- (7) **Acting Town Manager.** By letter filed with the Town Commission, the Town Manager shall designate a qualified Town administrative employee to exercise his/her powers and perform the duties of the Town Manager during his/her temporary absence or disability. During such absence or disability, the Town Commission may remove the designated acting Town Manager by an affirmative vote of at least three (3) members of the Town Commission and appoint another employee of the Town, by a three-fifths ($\frac{3}{5}$) vote, to serve until the Town Manager reassumes his/her responsibilities or his/her disability ceases.

(Am. Ord 274, passed 5-5-2015; Am. Ord 286, passed 12-6-2016)



TOWN OF HILLSBORO BEACH

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Agenda Item Cover Memo

Agenda Item: RESOLUTION NO. 2020-21
PURSUANT TO ARTICLE VIII, SEC. 5 OF THE TOWN CHARTER, A RESOLUTION OF THE
TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPOINTING
THE MAYOR OF THE TOWN OF HILLSBORO BEACH; PROVIDING FOR CONFLICTS;
PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Submitting Dept: Town Clerk, Sherry D. Henderson, Town Clerk

Agenda Date: March 24, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. 21- Appointing Mayor

Adopted by the Hillsboro Beach Mayor and Commission on this ____ day of _____, 2020.

RESOLUTION NO. 2020-21

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN
OF HILLSBORO BEACH, FLORIDA, APPOINTING
____ AS MAYOR OF THE TOWN OF
HILLSBORO BEACH; PROVIDING FOR CONFLICTS; PROVIDING
FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Town Commission of the Town of Hillsboro Beach, Florida,
has determined that it is in the best interest of the citizens and residents of the Town of
Hillsboro Beach to appoint _____ as Mayor of the Town of Hillsboro Beach,
Florida.

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

SECTION 1. The foregoing “WHEREAS” clauses are hereby ratified as true
and correct and incorporated herein by this reference.

SECTION 2. Pursuant to Article VIII, Section 5 of the Town Charter, The
Town Commission of the Town of Hillsboro Beach, Florida hereby appoints
_____ as Mayor of the Town of Hillsboro Beach, term will begin
immediately upon adoption of this resolution and expires March 2021.

SECTION 3. All resolutions or parts of resolutions in conflict herewith are
hereby repealed to the extent of such conflict.

SECTION 4. If any clause, section, other part or application of this Resolution
is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or
application, it shall not affect the validity of the remaining portions or applications of
this Resolution.

SECTION 5. This Resolution shall take effect immediately upon its adoption.

**ADOPTED by the Town Commission of the Town of Hillsboro Beach,
Florida this ____ day of _____ 2020.**

TOWN OF HILLSBORO BEACH, FLORIDA

_____, Mayor

ATTEST:

Sherry D. Henderson, CMC
Town Clerk



TOWN OF HILLSBORO BEACH

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Hillsboro Beach, FL 33062

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Agenda Item Cover Memo

Agenda Item: VICE-MAYOR

Submitting Dept: Town Clerk, Daniela Joseph, Administrative Assistant

Agenda Date: March 24, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: None



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Agenda Item: RESOLUTION NO. 2020-22
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TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPOINTING
THE VICE MAYOR OF THE TOWN OF HILLSBORO BEACH; PROVIDING FOR CONFLICTS;
PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Submitting Dept: Town Clerk, Sherry D. Henderson, Town Clerk

Agenda Date: March 24, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. 22- Appointing Vice Mayor

Adopted by the Hillsboro Beach Mayor and Commission on this ____ day of _____, 2020.

RESOLUTION NO. 2020-22

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN
OF HILLSBORO BEACH, FLORIDA, APPOINTING
_____ AS VICE MAYOR OF THE TOWN OF
HILLSBORO BEACH; PROVIDING FOR CONFLICTS; PROVIDING
FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Town Commission of the Town of Hillsboro Beach, Florida,
has determined that it is in the best interest of the citizens and residents of the Town of
Hillsboro Beach to appoint _____ as Vice Mayor of the Town of Hillsboro
Beach, Florida.

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

SECTION 1. The foregoing “WHEREAS” clauses are hereby ratified as true
and correct and incorporated herein by this reference.

SECTION 2. Pursuant to Article VIII, Section 5 of the Town Charter, The
Town Commission of the Town of Hillsboro Beach, Florida hereby appoints
_____ as Vice Mayor of the Town of Hillsboro Beach, term will begin
immediately upon adoption of this resolution and expires March 2021.

SECTION 3. All resolutions or parts of resolutions in conflict herewith are
hereby repealed to the extent of such conflict.

SECTION 4. If any clause, section, other part or application of this Resolution
is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or
application, it shall not affect the validity of the remaining portions or applications of
this Resolution.

SECTION 5. This Resolution shall take effect immediately upon its adoption.

**ADOPTED by the Town Commission of the Town of Hillsboro Beach,
Florida this ____ day of _____ 2020.**

TOWN OF HILLSBORO BEACH, FLORIDA

_____, Mayor

ATTEST:

Sherry D. Henderson, CMC
Town Clerk



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Agenda Item Cover Memo

Agenda Item: TOWN TREASURER

Submitting Dept: Town Clerk, Daniela Joseph, Administrative Assistant

Agenda Date: March 24, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: None



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TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPOINTING
THE TOWN TREASURER OF THE TOWN OF HILLSBORO BEACH; PROVIDING FOR
CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Submitting Dept: Town Clerk, Sherry D. Henderson, Town Clerk

Agenda Date: March 24, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. 23- Appointing Town Treasurer

Adopted by the Hillsboro Beach Mayor and Commission on this ____ day of _____, 2020.

RESOLUTION NO. 2020-23

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN
OF HILLSBORO BEACH, FLORIDA, APPOINTING
____ AS TOWN TREASURER OF THE TOWN OF
HILLSBORO BEACH; PROVIDING FOR CONFLICTS; PROVIDING
FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Town Commission of the Town of Hillsboro Beach, Florida, has determined that it is in the best interest of the citizens and residents of the Town of Hillsboro Beach to appoint _____ as Town Treasurer of the Town of Hillsboro Beach, Florida.

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

SECTION 1. The foregoing “WHEREAS” clauses are hereby ratified as true and correct and incorporated herein by this reference.

SECTION 2. Pursuant to Article VIII, Section 5 of the Town Charter, The Town Commission of the Town of Hillsboro Beach, Florida hereby appoints _____ as Town Treasurer of the Town of Hillsboro Beach, term will begin immediately upon adoption of this resolution and expires March 2021.

SECTION 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 5. This Resolution shall take effect immediately upon its adoption.

ADOPTED by the Town Commission of the Town of Hillsboro Beach, Florida this ____ day of _____ 2020.

TOWN OF HILLSBORO BEACH, FLORIDA

_____, Mayor

ATTEST:

Sherry D. Henderson, CMC
Town Clerk

STOP THE SPREAD OF GERMS

Help prevent the spread of respiratory diseases like COVID-19.

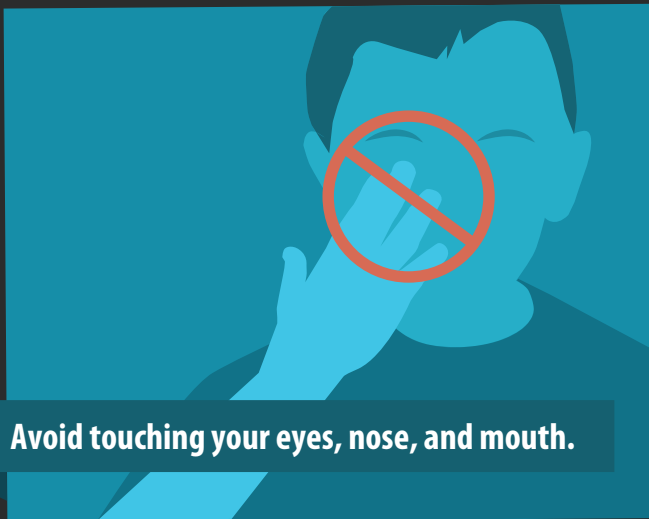
Avoid close contact with people who are sick.



Cover your cough or sneeze with a tissue, then throw the tissue in the trash.



Avoid touching your eyes, nose, and mouth.



Clean and disinfect frequently touched objects and surfaces.



Stay home when you are sick, except to get medical care.



Wash your hands often with soap and water for at least 20 seconds.



cdc.gov/COVID19

SYMPTOMS OF CORONAVIRUS DISEASE 2019

Patients with COVID-19 have experienced mild to severe respiratory illness.

Symptoms* can include

FEVER



COUGH



***Symptoms may appear 2-14 days after exposure.**

Seek medical advice if you develop symptoms, and have been in close contact with a person known to have COVID-19 or if you live in or have recently been in an area with ongoing spread of COVID-19.

SHORTNESS OF BREATH



For more information: www.cdc.gov/COVID19-symptoms

SHARE FACTS ABOUT COVID-19

Know the facts about coronavirus disease 2019 (COVID-19) and help stop the spread of rumors.

FACT 1

Diseases can make anyone sick regardless of their race or ethnicity.

Fear and anxiety about COVID-19 can cause people to avoid or reject others even though they are not at risk for spreading the virus.

FACT 2

For most people, the immediate risk of becoming seriously ill from the virus that causes COVID-19 is thought to be low.

Older adults and people of any age who have serious underlying medical conditions may be at higher risk for more serious complications from COVID-19.

FACT 3

Someone who has completed quarantine or has been released from isolation does not pose a risk of infection to other people.

For up-to-date information, visit CDC's coronavirus disease 2019 web page.

FACT 4

There are simple things you can do to help keep yourself and others healthy.

- Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing; going to the bathroom; and before eating or preparing food.
- Avoid touching your eyes, nose, and mouth with unwashed hands.
- Stay home when you are sick.
- Cover your cough or sneeze with a tissue, then throw the tissue in the trash.

FACT 5

You can help stop COVID-19 by knowing the signs and symptoms:

- Fever
- Cough
- Shortness of breath

Seek medical advice if you

- Develop symptoms

AND

- Have been in close contact with a person known to have COVID-19 or if you live in or have recently been in an area with ongoing spread of COVID-19.



Coronavirus disease 2019 (COVID-19) and you

What is coronavirus disease 2019?

Coronavirus disease 2019 (COVID-19) is a respiratory illness that can spread from person to person. The virus that causes COVID-19 is a novel coronavirus that was first identified during an investigation into an outbreak in Wuhan, China.

Can I get COVID-19?

Yes. COVID-19 is spreading from person to person in parts of the world. Risk of infection from the virus that causes COVID-19 is higher for people who are close contacts of someone known to have COVID-19, for example healthcare workers, or household members. Other people at higher risk for infection are those who live in or have recently been in an area with ongoing spread of COVID-19.

Learn more about places with ongoing spread at <https://www.cdc.gov/coronavirus/2019-ncov/about/transmission.html#geographic>.

The current list of global locations with cases of COVID-19 is available on CDC's web page at <https://www.cdc.gov/coronavirus/2019-ncov/locations-confirmed-cases.html>.

How does COVID-19 spread?

The virus that causes COVID-19 probably emerged from an animal source, but is now spreading from person to person. The virus is thought to spread mainly between people who are in close contact with one another (within about 6 feet) through respiratory droplets produced when an infected person coughs or sneezes. It also may be possible that a person can get COVID-19 by touching a surface or object that has the virus on it and then touching their own mouth, nose, or possibly their eyes, but this is not thought to be the main way the virus spreads. Learn what is known about the spread of newly emerged coronaviruses at <https://www.cdc.gov/coronavirus/2019-ncov/about/transmission.html>.

What are the symptoms of COVID-19?

Patients with COVID-19 have had mild to severe respiratory illness with symptoms of:

- fever
- cough
- shortness of breath



What are severe complications from this virus?

Some patients have pneumonia in both lungs, multi-organ failure and in some cases death.

People can help protect themselves from respiratory illness with everyday preventive actions.

- Avoid close contact with people who are sick.
- Avoid touching your eyes, nose, and mouth with unwashed hands.
- Wash your hands often with soap and water for at least 20 seconds. Use an alcohol-based hand sanitizer that contains at least 60% alcohol if soap and water are not available.

If you are sick, to keep from spreading respiratory illness to others, you should

- Stay home when you are sick.
- Cover your cough or sneeze with a tissue, then throw the tissue in the trash.
- Clean and disinfect frequently touched objects and surfaces.

What should I do if I recently traveled from an area with ongoing spread of COVID-19?

If you have traveled from an affected area, there may be restrictions on your movements for up to 2 weeks. If you develop symptoms during that period (fever, cough, trouble breathing), seek medical advice. Call the office of your health care provider before you go, and tell them about your travel and your symptoms. They will give you instructions on how to get care without exposing other people to your illness. While sick, avoid contact with people, don't go out and delay any travel to reduce the possibility of spreading illness to others.

Is there a vaccine?

There is currently no vaccine to protect against COVID-19. The best way to prevent infection is to take everyday preventive actions, like avoiding close contact with people who are sick and washing your hands often.

Is there a treatment?

There is no specific antiviral treatment for COVID-19. People with COVID-19 can seek medical care to help relieve symptoms.

For more information: www.cdc.gov/COVID19

What to do if you are sick with coronavirus disease 2019 (COVID-19)

If you are sick with COVID-19 or suspect you are infected with the virus that causes COVID-19, follow the steps below to help prevent the disease from spreading to people in your home and community.

Stay home except to get medical care

You should restrict activities outside your home, except for getting medical care. Do not go to work, school, or public areas. Avoid using public transportation, ride-sharing, or taxis.

Separate yourself from other people and animals in your home

People: As much as possible, you should stay in a specific room and away from other people in your home. Also, you should use a separate bathroom, if available.

Animals: Do not handle pets or other animals while sick. See [COVID-19 and Animals](#) for more information.

Call ahead before visiting your doctor

If you have a medical appointment, call the healthcare provider and tell them that you have or may have COVID-19. This will help the healthcare provider's office take steps to keep other people from getting infected or exposed.

Wear a facemask

You should wear a facemask when you are around other people (e.g., sharing a room or vehicle) or pets and before you enter a healthcare provider's office. If you are not able to wear a facemask (for example, because it causes trouble breathing), then people who live with you should not stay in the same room with you, or they should wear a facemask if they enter your room.

Cover your coughs and sneezes

Cover your mouth and nose with a tissue when you cough or sneeze. Throw used tissues in a lined trash can; immediately wash your hands with soap and water for at least 20 seconds or clean your hands with an alcohol-based hand sanitizer that contains at least 60-95% alcohol covering all surfaces of your hands and rubbing them together until they feel dry. Soap and water should be used preferentially if hands are visibly dirty.

Avoid sharing personal household items

You should not share dishes, drinking glasses, cups, eating utensils, towels, or bedding with other people or pets in your home. After using these items, they should be washed thoroughly with soap and water.

Clean your hands often

Wash your hands often with soap and water for at least 20 seconds. If soap and water are not available, clean your hands with an alcohol-based hand sanitizer that contains at least 60% alcohol, covering all surfaces of your hands and rubbing them together until they feel dry. Soap and water should be used preferentially if hands are visibly dirty. Avoid touching your eyes, nose, and mouth with unwashed hands.

Clean all "high-touch" surfaces every day

High touch surfaces include counters, tabletops, doorknobs, bathroom fixtures, toilets, phones, keyboards, tablets, and bedside tables. Also, clean any surfaces that may have blood, stool, or body fluids on them. Use a household cleaning spray or wipe, according to the label instructions. Labels contain instructions for safe and effective use of the cleaning product including precautions you should take when applying the product, such as wearing gloves and making sure you have good ventilation during use of the product.

Monitor your symptoms

Seek prompt medical attention if your illness is worsening (e.g., difficulty breathing). **Before** seeking care, call your healthcare provider and tell them that you have, or are being evaluated for, COVID-19. Put on a facemask before you enter the facility. These steps will help the healthcare provider's office to keep other people in the office or waiting room from getting infected or exposed.

Ask your healthcare provider to call the local or state health department. Persons who are placed under active monitoring or facilitated self-monitoring should follow instructions provided by their local health department or occupational health professionals, as appropriate.

If you have a medical emergency and need to call 911, notify the dispatch personnel that you have, or are being evaluated for COVID-19. If possible, put on a facemask before emergency medical services arrive.

Discontinuing home isolation

Patients with confirmed COVID-19 should remain under home isolation precautions until the risk of secondary transmission to others is thought to be low. The decision to discontinue home isolation precautions should be made on a case-by-case basis, in consultation with healthcare providers and state and local health departments.



For more information: www.cdc.gov/COVID19

Adopted by the Hillsboro Beach Mayor and Commission on this ____ day of _____ 2020.

RESOLUTION NO. 2020- 24

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE THE SECOND AMENDMENT TO COMMERCIAL CONTRACT BETWEEN THE TOWN OF HILLSBORO BEACH AND WINTER SUN INVESTMENTS, LLC; 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 Second Amendment to Commercial Contract between the Town of Hillsboro Beach and Winter Sun Investments, LLC.

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 Second Amendment to Commercial Contract between the Town of Hillsboro Beach and Winter Sun Investments, LLC. A copy of the Second Amendment is attached hereto as Exhibit "A".

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

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

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

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

1 **ADOPTED** by the Town Commission of the Town of Hillsboro Beach, Florida this ____
2 day of _____ 2020.
3
4
5

6 **TOWN OF HILLSBORO BEACH, FLORIDA**
7
8

9
10 _____
11 Deborah L. Tarrant, Mayor

12 ATTEST:
13
14
15

16 _____
17 Sherry D. Henderson, CMC
Town Clerk

RESOLUTION NO. 2020-24

RECORD OF TOWN COMMISSION VOTE:

	<u>YES</u>	<u>NO</u>
MAYOR D. TARRANT	☐	☐
VICE MAYOR I. KIRDAHY	☐	☐
COMMISSIONER V. FEAMAN	☐	☐
COMMISSIONER B. BALDASARRE	☐	☐
COMMISSIONER A. BROWN	☐	☐

SECOND AMENDMENT TO COMMERCIAL CONTRACT

This Second Amendment to Commercial Contract is entered into by and between the Town of Hillsboro Beach, a municipal corporation (the "Buyer") and Winter Sun Investments, LLC, a Florida limited liability company (the "Seller")

PREAMBLE

WHEREAS Buyer and Seller have executed a Commercial Contract dated as of December 3, 2019 (the "Contract") for the purchase and sale of property described therein (the "Property"), and

WHEREAS the parties entered into an Amendment to Commercial Contract dated January 2, 2020, and

WHEREAS the parties' desire to further amend the Contract is hereinafter set forth

NOW THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, the parties agree to amend the Contract as follows:

1. The Due Diligence Period defined in paragraph 7(b) of the Contract is extended and will expire at 5:pm on May 27, 2020.
2. Except as amended hereby, the Contract, as previously amended, will remain in full force and effect. Electronic transmission of counterparts of this Amendment shall be deemed originals.

Buyer:

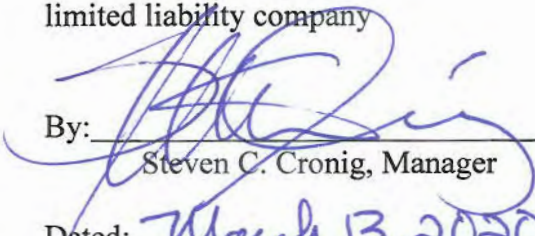
Town of Hillsboro Beach, a municipal corporation

By: _____
Deborah L. Tarrant, Manager

Dated: _____

Seller:

Winter Sun Investments, LLC, a Florida limited liability company

By:  _____
Steven C. Cronig, Manager

Dated: March 13, 2020

Adopted by the Hillsboro Beach Mayor and Commission on this _____ day of _____ 2020.

RESOLUTION NO. 2020-25

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA AUTHORIZING THE TOWN TO BORROW UP TO \$5,000,000 FOR THE PURPOSE OF FINANCING CAPITAL EXPENDITURES RELATING TO AN APPROXIMATELY 70,000 CUBIC YARD BEACH RENOURISHMENT PROJECT; AUTHORIZING THE EXECUTION OF A PROMISSORY NOTE AND A LOAN AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA (the "Town"):

Section 1. Definitions. The following words and phrases shall have the following meanings when used herein:

"Authorized Signatory" means the Mayor or Vice-Mayor of the Town, and in their absence or inability to act, the Town Manager of the Town.

"Loan Amount" means \$5,000,000.00.

Section 2. Authorization of Transaction. In order to obtain funds to pay capital expenditures relating to an approximately 70,000 cubic yard beach renourishment project with respect to the Atlantic Ocean beachfront areas of the Town (the "Project"), the Town is hereby authorized to obtain a loan (the "Loan") from Bridge Funding Group, Inc. (the "Lender"). The Loan will be a non-revolving line of credit pursuant to which the Town will be authorized to borrow up to the Loan Amount. This is the same loan previously authorized by Resolution No. 2020-10, and is not in addition to the loan approved thereby. This resolution is adopted solely to approve the forms of the documents pursuant to which the Loan will be accomplished.

The Town issued a request for letters of interest for the Loan, and received responses from potential lenders. The Town has determined that the response of the Lender affords the terms most favorable to the Town, and because of the characteristics of the transaction it is in the best interest of the Town to obtain the Loan through negotiation with the Lender; competitive bidding for the Loan is waived.

Section 3. Loan Agreement and Promissory Note. The Town is authorized to execute the Loan Agreement with the Lender in the form attached hereto as Exhibit A and to make and deliver to the Lender the Promissory Note in the form attached hereto as Exhibit B, with such changes thereto as may be approved by the Authorized Signatory, the execution thereof by the Authorized Signatory being conclusive evidence of such approval. The Authorized Signatory is authorized and directed to execute the Loan Agreement and Promissory Note on behalf of the Town.

Section 4. Reimbursement. The following statement is made for purposes of United States Treasury Regulation Section 1.150-2. The Town has incurred expenditures on the Project during the sixty day period prior to the date hereof. The Town reasonably expects that it will reimburse such expenditures with proceeds of the Loan in the amount of up to \$5,000,000.

Section 5. Severability. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

Section 6. Applicable Provisions of Law. This Resolution shall be governed by and construed in accordance with the laws of the State of Florida.

Section 7. Authorizations. All officials and employees of the Town are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents, and contracts on behalf of the Town that are necessary or desirable in connection with the completion of the Loan.

Section 8. Repealer. All resolutions or parts thereof in conflict herewith are hereby repealed.

Section 9. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED by the Town Commission of the Town of Hillsboro Beach, Florida, this 24th day of March, 2020.

TOWN OF HILLSBORO BEACH, FLORIDA

ATTEST: _____
Deborah L. Tarrant, Mayor

Sherry D. Henderson, CMC
Town Clerk

**RESOLUTION NO. 2020-25
RECORD OF TOWN COMMISSION VOTE:**

	<u>NO</u>	<u>YES</u>
MAYOR D. TARRANT	☐	☐
VICE MAYOR I. KIRDAHY	☐	☐
COMMISSIONER V. FEAMAN	☐	☐
COMMISSIONER B. BALDASARRE	☐	☐

EXHIBIT A

LOAN AGREEMENT

This LOAN AGREEMENT (the "Agreement") is dated March 26, 2020, and is between the Town of Hillsboro Beach, Florida, a political subdivision and municipality of the State of Florida, and its successors and assigns (the "Town"), and Bridge Funding Group, Inc., a Delaware corporation, and its successors and assigns, as holder(s) of the hereinafter defined Note (the "Lender").

The parties hereto, intending to be legally bound hereby and in consideration of the mutual covenants hereinafter contained, DO HEREBY AGREE as follows:

ARTICLE I

DEFINITION OF TERMS

Section 1.01 Definitions. The words and terms used in this Agreement shall have the meanings as set forth in the recitals above and the following words and terms as used in this Agreement shall have the following meanings:

"Agreement" shall mean this Loan Agreement and any and all modifications, alterations, amendments and supplements hereto made in accordance with the provisions hereof.

"Advance" means a funding and disbursement to the Town of proceeds of the Loan.

"Balloon Indebtedness" means indebtedness 25% or more of the total principal payments of which are due in a single Fiscal Year and which indebtedness is not required to be paid over its term on a substantially level debt service basis (calculated using the same assumption for Variable Rate Included Debt set forth in the definition of "Debt Service Requirement") on a Fiscal Year basis.

"Business Day" means any day except any Saturday or Sunday or day on which the Lender is lawfully closed.

"Closing Date" means March 26, 2020.

"Code" means the Internal Revenue Code of 1986, as amended, and any Treasury Regulations, whether temporary, proposed or final, promulgated thereunder or applicable thereto.

"Debt Service Requirement" for any Fiscal Year means the aggregate amount of principal and interest becoming due on the Note and all Included Debt during such Fiscal Year. For purposes of this definition, the interest due on any Variable Rate Included Debt shall be assumed to be the greater of (a) 110% of the daily average interest rate on such Variable Rate Included Debt during the 12 months ending with the month preceding the date of calculation, or such shorter period that such Variable Rate Included Debt shall have been outstanding, (b) the actual rate of interest borne by such Variable Rate Included Debt on the date of calculation and (c) 4% per annum.

In determining the amount of principal and interest becoming due on any Included Debt in any Fiscal Year, the following rule shall apply:

With respect to Balloon Indebtedness, the principal and interest becoming due shall be calculated based upon the assumption that the amount of principal and interest which will be payable in a given period is equal to the amount which would be payable on such Balloon Indebtedness if such Balloon Indebtedness were amortized on a level annual debt service basis, calculated on a Fiscal Year basis, (i) from the date of such calculation over a period equal to twenty years, if such Balloon Indebtedness matures twenty or more years from the date of such calculation, or (ii) if the period from the date of such calculation to the final maturity of such Balloon Indebtedness is less than twenty years, then the actual number of years to maturity shall be used, at an interest rate, if such Balloon Indebtedness bears interest at a fixed interest rate for its entire term, equal to the actual interest rate on such Balloon Indebtedness, and if such Balloon Indebtedness does not bear interest at a fixed rate for its entire term, bearing interest at a rate calculated in accordance with the methodology established herein for Variable Rate Included Debt. For purposes of the foregoing, adjustments to the interest rate on Balloon Indebtedness that are contingent upon the existence of an event of default or a change in the federal income tax treatment of such interest shall not in and of themselves cause such interest rate to be treated as "variable."

"Event of Default" shall mean an event of default specified in Article VI of this Agreement.

"Fiscal Year" means that period commencing on October 1 and continuing to and including the next succeeding September 30, or such other annual period as shall be prescribed as the Fiscal Year of the Town by law.

"Included Debt" is defined in Section 3.11 hereof.

"Loan" shall mean the loan by the Lender to the Town contemplated hereby.

"Loan Amount" means \$5,000,000.00.

"Loan Documents" means this Agreement and the Note.

"Non-Ad Valorem Revenues" means all revenues of the Town not derived from ad valorem taxation and which are lawfully available to be used to pay the obligations of the Town hereunder and under the Note. Non-Ad Valorem Revenues does not include any proceeds received by the Town pursuant to the special assessments imposed pursuant to Resolution No. 2020-14 of the Town, adopted February 25, 2020.

"Note" means the Town's Promissory Note in the form attached hereto as Exhibit "A."

"Notice Address" means,

As to the Town:	Town Manager
	Town of Hillsboro Beach, Florida
	1210 Hillsboro Mile
	Hillsboro Beach, FL 33062

As to the Lender: BankUnited, N.A.
333 East Las Olas Blvd.
3rd Floor
Ft. Lauderdale, FL 33301
Attn: Troy A. Genzel

or to such other address as either party may have specified in writing to the other using the procedures specified in Section 7.06.

"Other Funds" means federal, State or other governmental grant or other money received by the Town in order to pay or reimburse the Town for Project costs.

"Project" means capital expenditures relating to approximately 70,000 cubic yard beach renourishment project of the Town.

"State" means the State of Florida.

"Variable Rate Included Debt" means Included Debt that bears interest at a rate which is not fixed at one or more stated percentages for the entire term of such Included Debt, provided that for this purpose a potential adjustment to the interest rate that results solely from the occurrence of a default or a change in the federal income tax status of the interest on such Included Indebtedness, or both, shall be disregarded.

Section 1.02 Titles and Headings. The titles and headings of the articles and sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof, shall not in any way modify or restrict any of the terms and provisions hereof, and shall not be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

ARTICLE II

REPRESENTATIONS OF TOWN

The Town represents and warrants to the Lender that:

Section 2.01 Powers of Town. The Town is a political subdivision and municipality, duly organized and validly existing under the laws of the State. The Town has the power to borrow the amount provided for in this Agreement, to execute and deliver the Loan Documents, to provide for the payment of the Note and its obligations under this Agreement in the manner contemplated hereby and to perform and observe all the terms and conditions of the Loan Documents on its part to be performed and observed. The Town may lawfully borrow funds hereunder in order to provide financing for the Project, including the payment of costs of such transaction.

Section 2.02 Authorization of Loan. The Town had or has, as the case may be, at all relevant times, full legal right, power, and authority to execute the Loan Documents, to make the Note, and to carry out and consummate all other transactions contemplated hereby, and the Town has complied and will comply with all provisions of applicable law in all material matters relating to such transactions. The Town has duly authorized the borrowing of the amount provided for in this Agreement, the execution and delivery of this Agreement, and the making and delivery of the

Note to the Lender, and to that end the Town warrants that it will take all action and will do all things which it is authorized by law to take and to do in order to fulfill all covenants on its part to be performed and to provide for and to assure payment of the Note. The Note has been duly authorized, executed, issued and delivered to the Lender and constitutes the legal, valid and binding obligation of the Town enforceable in accordance with the terms thereof and the terms hereof, and is entitled to the benefits and security of this Agreement, subject to the provisions of the bankruptcy laws of the United States of America and to other applicable bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors' rights, heretofore or hereinafter enacted, to the extent constitutionally applicable, and provided that its enforcement may also be subject to equitable principles that may affect remedies or other equitable relief, or to the exercise of judicial discretion in appropriate cases. All approvals, consents, and orders of and filings with any governmental authority or agency which would constitute a condition precedent to the issuance of the Note or the execution and delivery of or the performance by the Town of its obligations under this Agreement and the Note have been obtained or made and any consents, approvals, and orders to be received or filings so made are in full force and effect.

Section 2.03 No Violation of Law or Contract. The Town is not in default in any material respect under any agreement or other instrument to which it is a party or by which it may be bound, the breach of which could result in a material and adverse impact on the financial condition of the Town or the ability of the Town to perform its obligations hereunder and under the Note. The making and performing by the Town of this Agreement and the Note will not violate any applicable provision of law, and will not result in a material breach of any of the terms of any agreement or instrument to which the Town is a party or by which the Town is bound, the breach of which could result in a material and adverse impact on the financial condition of the Town or the ability of the Town to perform its obligations hereunder and under the Note.

Section 2.04 Pending or Threatened Litigation. There are no actions or proceedings pending against the Town or affecting the Town or, to the knowledge of the Town, threatened, which, either in any case or in the aggregate, might result in any material adverse change in the financial condition of the Town or the ability of the Town to impose and/or collect, as applicable, any of the Non Ad Valorem Revenues or which question the validity of this Agreement or the Note or of any action taken or to be taken in connection with the transactions contemplated hereby or thereby.

Section 2.05 Financial Information; Proposed Debt. The financial information regarding the Town furnished to the Lender by the Town in connection with the Loan is complete and accurate, and there has been no material and adverse change in the financial condition of the Town from that presented in such information. The Town does not have any debt payable from or secured by its Non Ad Valorem Revenues other than as shown on the Town's audited financial statements for its Fiscal Year ended September 30, 2018. The Town has disclosed to the Lender that the Town has authorized the issuance of up to \$16,680,000 in principal amount of debt pursuant to Resolution No. 2020-15, and nothing herein shall prevent the issuance of such debt.

ARTICLE III

COVENANTS OF THE TOWN

Section 3.01 Affirmative Covenants. For so long as any of the principal or interest on the Note is outstanding or any duty or obligation of the Town hereunder or under the Note remains unpaid or unperformed, the Town covenants to the Lender as follows:

(a) Payment. The Town shall pay the principal of and the interest on the Note at the time and place and in the manner provided herein and in the Note.

(b) Use of Proceeds. Proceeds of the Note will be used only to pay costs of the Project and to pay costs of this transaction.

(c) Notice of Defaults. The Town shall within five Business Days after it acquires knowledge thereof, notify the Lender in writing upon the happening, occurrence, or existence of any Event of Default, and any event or condition which with the passage of time or giving of notice, or both, would constitute an Event of Default, and shall provide the Lender, with such written notice, a detailed statement by a responsible officer of the Town of all relevant facts and the action being taken or proposed to be taken by the Town with respect thereto. Regardless of the date of receipt of such notice by the Lender, such date shall not in any way modify the date of occurrence of any actual Event of Default.

(d) Maintenance of Existence. The Town will take all reasonable legal action within its control in order to maintain its existence until all amounts due and owing from the Town to the Lender under this Agreement and the Note have been paid in full.

(e) Records. The Town agrees that any and all records of the Town with respect to the Loan shall be open to inspection by the Lender or its representatives at all reasonable times at the offices the Town.

(f) Financial Statements, Budget and Other Information. The Town will cause an audit to be completed of its books and accounts and shall furnish to the Lender audited year-end financial statements of the Town certified by an independent certified public accountant to the effect that such audit has been conducted in accordance with generally accepted auditing standards and stating whether such financial statements present fairly in all material respects the financial position of the Town and the results of its operations and cash flows for the periods covered by the audit report, all in conformity with generally accepted accounting principles applied on a consistent basis. The Town shall provide the Lender with the Town's audited financial statements for each Fiscal Year ending on or after September 30, 2019 on or before June 27 of the succeeding year.

The Town shall adopt a budget for each Fiscal Year in compliance with applicable law and will provide the Lender with a copy of each such budget within thirty days after it is adopted, but in any case not later than thirty days after the beginning of the applicable Fiscal Year.

The Town will provide the Lender with such other information regarding the Town as the Lender may reasonably request within ten Business Days after the Lender's written request therefor.

(g) Notice of Liabilities. The Town shall promptly inform the Lender in writing of any actual or potential contingent liabilities or pending or threatened litigation of any amount that could reasonably be expected to have a material and adverse effect upon the financial condition of the Town or upon the ability of the Town to perform its obligation hereunder and under the Note.

(h) Insurance. The Town shall maintain such liability, casualty and other insurance as is reasonable and prudent for similarly situated governmental entities of the State.

(i) Compliance with Laws. The Town shall comply with all applicable federal, state and local laws and regulatory requirements, the violation of which could reasonably be expected to have a material and adverse effect upon the financial condition of the Town or upon the ability of the Town to perform its obligation hereunder and under the Note.

(j) Payment of Document Taxes. In the event the Note or this Agreement is subject to the excise tax on documents or the non-recurring intangible personal property tax of the State, the Town shall pay such taxes. In the event the Lender pays any such taxes, the Town will reimburse the Lender for any such taxes paid by it on demand.

Section 3.02 Registration and Exchange of Note. The Note is owned by the Lender. The ownership of the Note may only be transferred, and the Town will transfer the ownership of the Note, upon written request of the Lender specifying the name, address and taxpayer identification number of the transferee, and the Town will keep a record setting forth the identification of the owner of the Note.

Section 3.03 Note Mutilated, Destroyed, Stolen or Lost. In case the Note shall become mutilated, or be destroyed, stolen or lost, the Town shall issue and deliver a new Note, in exchange and in substitution for such mutilated Note, or in lieu of and in substitution for the Note destroyed, stolen or lost and upon the Lender furnishing the Town proof of ownership thereof and indemnity reasonably satisfactory to the Town and paying such expenses as the Town may incur.

Section 3.04 Payment of Principal and Interest; Pledged Account.

(a) The Town promises that it will promptly pay the principal of and interest due hereunder at the place, on the dates and in the manner provided herein and in the Note, provided that the Town may not be required to pay any obligation hereunder except from the Non-Ad Valorem Revenues and the Other Funds as described in this Section 3.04.

The Town covenants that, so long as the Note shall be outstanding or any amount shall be owed to the Lender hereunder or thereunder, it will appropriate in its annual budget, by amendment, if required, from the Non-Ad Valorem Revenues, amounts sufficient to pay the amounts owed to the Lender hereunder as the same shall become due, and shall prior to the time required to be paid to the Lender, deposit such amounts to the Pledged Fund (as described in Section 3.04(b) below). In the event that the amount previously budgeted for such purpose is at anytime insufficient to pay such amounts, the Town covenants to take immediate action to amend its budget so as to budget and appropriate an amount from the Non-Ad Valorem Revenues sufficient to pay such amounts to the Lender.

Notwithstanding the foregoing, the Town does not covenant to maintain any services or

programs now provided or maintained by the Town which generate Non Ad Valorem Revenues.

Such covenants to budget and appropriate do not create any lien upon or pledge of such Non Ad Valorem Revenues, nor do they preclude the Town from pledging in the future such Non Ad Valorem Revenues, nor do they require the Town to levy and collect any particular Non Ad Valorem Revenues. Such covenants to budget and appropriate are subject in all respects to the payment of obligations secured by a pledge of such Non Ad Valorem Revenues heretofore or hereafter entered into (including the debt service on bonds and other obligations). However, the covenants to budget and appropriate in its general annual budget or amendments thereto for the purposes and in the manner stated herein shall have the effect of making available for payment of the Note the Non Ad Valorem Revenues of the Town, and of placing on the Town a positive duty to appropriate and budget, by amendment, if necessary, amounts sufficient to meet its obligations hereunder.

The Town also agrees that to the extent the Town receives Other Funds, the Town will as soon as reasonably practicable apply such money to prepay any outstanding principal of the Note plus the accrued and unpaid interest on the principal being prepaid to the date of such prepayment.

(b) The Town will establish and maintain an account with the Lender for the sole purpose of this Section 3.04 (the "Pledged Fund"). All amounts appropriated for the payment of the Note as described in Section 3.04(a) shall promptly (and in any event prior to the date on which such funds are required to be used to pay amounts due on the Note) be deposited in such account, and such amounts are hereby pledged to the repayment of the Note and shall be subject to a lien thereon and security interest therein for the security of the Lender.

Section 3.05 Officers and Employees of the Town Exempt from Personal Liability. No recourse under or upon any obligation, covenant or agreement of this Loan Agreement or the Note or for any claim based hereon or thereon or otherwise in respect thereof, shall be had against any officer, agent or employee, as such, of the Town past, present or future, it being expressly understood (a) that the obligation of the Town under this Agreement and under the Note is solely a corporate one, (b) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the officers, agents, or employees, as such, of the Town, or any of them, under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom, and (c) that any and all such personal liability of, and any and all such rights and claims against, every such officer, agent, or employee, as such, of the Town under or by reason of the obligations, covenants or agreements contained in this Agreement and under the Note, or implied therefrom, are waived and released as a condition of, and as a consideration for, the execution of this Agreement and the issuance of the Note on the part of the Town.

Section 3.06 Business Days. In any case where the due date of interest on or principal of the Note is not a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day, provided that credit for payments made shall not be given and interest shall continue to accrue until the payment is actually received by the Lender.

Section 3.07 Tax Representations, Warranties and Covenants of the Town. The Town covenants and represents that it has taken and caused to be taken and shall make and take and cause to be made and taken all actions that may be required of it for the interest on the Note to be and remain excluded from the gross income of the Lender for federal income tax purposes to the

extent set forth in the Code, and that to the best of its knowledge it has not taken or permitted to be taken on its behalf, and covenants that to the best of its ability and within its control, it shall not make or take, or permit to be made or taken on its behalf, any action which, if made or taken, would adversely affect such exclusion under the provisions of the Code.

Section 3.08 Fees of Lender. The Town agrees to pay the fee of the Lender's attorney in the amount of \$15,500.00 upon funding of the Loan. The Town also agrees to pay the Lender a fee in the amount of \$12,500.00 on the date of this Agreement and authorizes the Lender to fund an advance on the Loan in that amount and use the proceeds thereof to pay that fee.

Section 3.09 Automatic Payments. The Town hereby authorizes the Lender to automatically debit from an account of the Town with SunTrust Bank the amount of any payment due under the Note.

Section 3.10 Anti-Dilution Covenant. The Town shall not incur any indebtedness payable from or secured by any of the Non-Ad Valorem Revenues (all indebtedness of the Town secured by or payable from any of the Non-Ad Valorem Revenues being referred to herein as "Included Debt"), unless the amount of Non-Ad Valorem Revenues during the Fiscal Year of the Town most recently concluded prior to the incurrence of such Included Debt and for which audited financial statements of the Town are available equals or exceeds 125% of the Maximum Annual Debt Service on all Included Debt, including the proposed debt.

"Maximum Annual Debt Service" means the maximum Debt Service Requirement in the then current or any future Fiscal Year of the Town.

Notwithstanding the foregoing, "Included Debt" does not include any debt incurred by the Town in a principal amount not in excess of \$16,680,000 outstanding at any time pursuant to Resolution No. 2020-15 of the Town adopted February 25, 2020.

ARTICLE IV

CONDITIONS OF LENDING

The obligations of the Lender to lend hereunder are subject to the following conditions precedent:

Section 4.01 Representations and Warranties. The representations and warranties set forth in this Agreement and the Note are true and correct on and as of the date hereof.

Section 4.02 No Default. On the date hereof the Town shall be in compliance with all the terms and provisions set forth in this Agreement and the Note on its part to be observed or performed, and no Event of Default nor any event that, upon notice or lapse of time or both, would constitute such an Event of Default, shall have occurred and be continuing at such time.

Section 4.03 Supporting Documents. On or prior to the date hereof, the Lender shall have received the following supporting documents, all of which shall be satisfactory in form and substance to the Lender (such satisfaction to be evidenced by the purchase of the Note by the Lender):

(a) the opinion of the attorney for the Town, regarding the due authorization, execution, delivery, validity and enforceability of this Agreement and the Note;

(b) the opinion of bond counsel to the Town regarding the due authorization, execution, delivery, validity and enforceability of the Resolution, this Agreement and the Note, and to the effect that (1) the interest on the Note is excluded from gross income for federal income tax purposes and (2) the Note and the income thereon are exempt from the Florida excise tax on documents and intangible personal property tax and (3) this Agreement, the Resolution and the Note are not required to be registered or qualified under the Securities Act of 1933 or the Trust Indenture Act of 1939; and

(c) such additional supporting documents as the Lender may reasonably request.

ARTICLE V

FUNDING THE LOAN

Section 5.01 The Loan. The Lender hereby agrees to Loan to the Town the Loan Amount on the date hereof and upon the terms and conditions set forth in this Agreement. The Town agrees to repay the principal amount borrowed plus interest thereon, upon the terms and conditions set forth in this Agreement and the Note.

Section 5.02. Advances on the Loan.

(a) The Town may borrow from time to time up to the Loan Amount by requesting Advances hereunder, provided that no Advance will be made after March 31, 2021. Amounts Advanced and repaid may not be re-advanced. Each Advance shall be for at least \$10,000, provided that if the Note is a Tax Exempt Note, then the initial Advance shall be for at least \$50,000 and no more than two Advances may be requested in any month.

(b) The Lender shall not be obligated to Advance any funds unless (i) no Event of Default has occurred and is continuing, (ii) the Town delivers to the Lender a written request for such Advance in the form of Exhibit "B" hereto, executed by an Authorized Signatory, indicating the amount of the Advance requested, the date on which such Advance is to be made (which shall be not less than three Business Days after the date such request is received by the Lender) and stating that the representations and warranties of the Town contained herein are true and correct as of such date.

(c) Pending expenditure on the Project, all proceeds of any Advance that are not being used to reimburse the Town for project costs previously paid or proceeds that are to be expended (for this purpose the issuance of a check or draft will be considered an expenditure on the date mailed or otherwise delivered to the payee) within five Business Days after receipt by the Town shall be deposited and maintained in an account of the Town established at the Lender. Any amounts so deposited shall not be withdrawn by the Town except to reimburse the Town for costs previously paid or unless such amounts are to be expended (for this purpose the issuance of a check or draft will be considered an expenditure on the date mailed or otherwise delivered to the payee) within five Business Days after receipt by the Town.

Section 5.02 Description and Payment Terms of the Note. To evidence the obligation of the Town to repay the Loan, the Town shall make and deliver to the Lender the Note in the form attached hereto as Exhibit "A."

ARTICLE VI

EVENTS OF DEFAULT

Section 6.01 General. An "Event of Default" shall be deemed to have occurred under this Agreement if:

(a) The Town shall fail to make any payment of the principal of or interest on the Loan when the same shall become due and payable and such failure shall continue for more than three Business Days; or

(b) The Town shall default in the performance of or compliance with any term or covenant contained in this Agreement or the Note, other than a term or covenant a default in the performance of which or noncompliance with which is elsewhere specifically dealt with, provided, that in the case of any default or non-compliance that is by its nature susceptible of being cured, such default or non-compliance shall have continued and not been cured within thirty days after (i) notice thereof to the Town by the Lender, or (ii) the Lender is notified of such noncompliance or should have been so notified pursuant to the provisions of Section 3.01(c) of this Agreement, whichever is earlier; or

(c) Any representation or warranty made in writing by or on behalf of the Town in this Agreement or the Note shall prove to have been false or incorrect in any material respect on the date made or reaffirmed; or

(d) The Town admits in writing its inability to pay its debts generally as they become due or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself; or

(e) The Town is adjudged insolvent by a court of competent jurisdiction, or it is adjudged a bankrupt on a petition in bankruptcy filed by or against the Town, or an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the Town, a receiver or trustee of the Town or of the whole or any part of its property, and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within ninety days from the date of entry thereof; or

(f) The Town shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or the State; or

(g) The Town shall default in the due and punctual payment or performance of covenants related to (i) any obligation for the payment of money to the Lender or any other subsidiary or affiliate of the Lender or (ii) any obligation for the payment of money in an amount in excess of \$1,000,000 to any other obligee.

Section 6.02 Effect of Event of Default.

Upon the occurrence of and during the continuance of an Event of Default, the Lender may cease making Advances, may cause the "Default Rate" set forth in the Note to be the interest rate borne by the Note, may by written notice to the Town declare the entire principal of and interest on the Note to be immediately due and payable and may also seek enforcement of and exercise all remedies available to it under any applicable law. The Town will also pay, but only from Non Ad-Valorem Revenues, any reasonable expenses incurred by the Lender in connection with the enforcement of this Agreement and the Note upon the occurrence of an Event of Default, provided that attorney's fees and expenses shall also be subject to Section 7.10 hereof.

ARTICLE VII

MISCELLANEOUS

Section 7.01 No Waiver; Cumulative Remedies. No failure or delay on the part of the Lender in exercising any right, power, remedy hereunder or under the Note shall operate as a waiver of the Lender's rights, powers and remedies hereunder, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof, or the exercise of any other right, power or remedy hereunder or thereunder. The remedies herein and therein provided are cumulative and not exclusive of any remedies provided by law or in equity.

Section 7.02 Amendments, Changes or Modifications to the Agreement. This Agreement shall not be amended, changed or modified except in writing signed by the Lender and the Town. The Town agrees to pay all of the Lender's costs and reasonable attorneys' fees incurred in modifying and/or amending this Agreement at the Town's request or behest.

Section 7.03 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 7.04 Severability. If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the invalidity of such clause, provision or section shall not affect any other provisions or sections hereof, and this Agreement shall be construed and enforced to the end that the transactions contemplated hereby be effected and the obligations contemplated hereby be enforced, as if such illegal or invalid clause, provision or section had not been contained herein.

Section 7.05 Term of Agreement. Except as otherwise specified in this Agreement, this Agreement and all representations, warranties, covenants and agreements contained herein or made in writing by the Town in connection herewith shall be in full force and effect from the date hereof and shall continue in effect until as long as the Note is outstanding.

Section 7.06 Notices. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by telefacsimile, or other similar electronic or digital transmission method (provided customary evidence of receipt is obtained); the day after it is sent, if sent by overnight common carrier service;

and five days after it is sent, if mailed, certified mail, return receipt requested, postage prepaid. In each case notice shall be sent to the Notice Address.

Section 7.07 Applicable Law; Venue. This Agreement and the Note shall be governed by applicable federal law and the internal laws of the State. The Lender and the Town agree that certain material events and occurrences relating to this Agreement and the Note bear a reasonable relationship to the laws of Florida and the validity, terms, performance and enforcement of this Agreement and the Note shall be governed by the internal laws of the State which are applicable to agreements which are negotiated, executed, delivered and performed solely in the State. Unless applicable law provides otherwise, in the event of any legal proceeding arising out of or related to this Agreement or the Note, the Lender and the Town consent to the jurisdiction of any court located in the State having jurisdiction in Broward County, Florida and the applicable appellate courts. The Town and the Lender waive any objection either might otherwise have to venue of any action lying in Broward County, Florida.

Section 7.08 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the successors in interest and permitted assigns of the parties. The Town shall have no rights to assign any of its rights or obligations hereunder without the prior written consent of the Lender.

Section 7.09 No Third Party Beneficiaries. It is the intent and agreement of the parties hereto that this Agreement is solely for the benefit of the parties hereto and no person not a party hereto shall have any rights or privileges hereunder.

Section 7.10 Attorneys Fees. To the extent legally permissible, the Town and the Lender agree that in any suit, action or proceeding brought in connection with this Agreement or the Note (including any appeal(s)), the prevailing party shall be entitled to recover costs and reasonable attorneys' fees (including allocated fees of in-house counsel) from the other party.

Section 7.11 Entire Agreement. Except as otherwise expressly provided, this Agreement and the Note embody the entire agreement and understanding between the parties hereto and supersede all prior agreements and understandings relating to the subject matter hereof.

Section 7.12 Further Assurances. The parties to this Agreement will execute and deliver, or cause to be executed and delivered, such additional or further documents, agreements or instruments and shall cooperate with one another in all respects for the purpose of out the transactions contemplated by this Agreement.

Section 7.13 Waiver of Jury Trial. The Town and the Lender knowingly, voluntarily, intentionally and irrevocably waive, to the fullest extent permitted by applicable law, the right either of them may have to a trial by jury in respect to any litigation, whether in contract or tort, at law or in equity, based hereon or arising out of, under or in connection with the Note and any other document or instrument contemplated to be executed in conjunction with the Note, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party hereto. This provision is a material inducement for the Lender and the Town entering into this Agreement. No representative or agent of the Lender or the Town, nor the counsel to the Lender or the Town, has represented, expressly or otherwise, that either the Lender or the Town would not, in the event of such litigation, seek to enforce this waiver of right to jury trial provision.

Section 7.14 No Advisory or Fiduciary Relationship. In connection with all aspects of the transaction contemplated hereunder (including in connection with any amendment, waiver or other modification hereof or of any other documents related hereto), the Town acknowledges and agrees, that: (a) (i) it has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, (ii) it is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and any other Loan Documents, (iii) the Lender is not acting as a municipal advisor or financial advisor to the Town and (v) the Lender has no fiduciary duty to the Town with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Lender has provided other services or is currently providing other services to the Town on other matters); (b) (i) the Lender is and has been acting solely as a principal in an arm's length commercial lending transaction and has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the Town and (ii) the Lender has no obligation to the Town with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; (c) notwithstanding anything herein to the contrary, it is the intention of the Town and the Lender that the Loan Documents represent a commercial loan transaction, and that the Note is delivered solely to evidence the repayment obligations of the Town thereunder; and (d) the Lender may be engaged in a broad range of transactions that involve interests that differ from those of the Town, and the Lender has no obligation to disclose any of such interests to the Town. To the fullest extent permitted by law, the Town hereby waives and releases any claims that it may have against the Lender with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated hereby. The Lender has notified the Town that if the Town would like a municipal advisor in this transaction that has legal fiduciary duties to the Town, the Town is free to engage a municipal advisor to serve in that capacity. The Lender hereby notifies the Town that the transactions contemplated herein and the Note are delivered, pursuant to and in reliance upon the bank exemption provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 et seq, to the extent that such rules apply to the transactions contemplated hereunder.

Section 7.15 Patriot Act Notice. The Lender hereby notifies the Town that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 signed into law October 26, 2001), the Lender may be required to obtain, verify and record information that identifies the Town, which information includes the name and address of the Town and other information that will allow the Lender to identify the Town in accordance with the Act.

Town Of Hillsboro Beach, Florida

Bridge Funding Group, Inc.

By: _____
Name: Deborah L. Tarrant
Title: Mayor

By: _____
Name: Troy A. Ganzel
Title: Vice President

By: _____
Name: Percy R. Aguila, Jr.
Title: Senior Vice President

PROMISSORY NOTE

KNOW ALL MEN BY THESE PRESENTS that the undersigned maker, Town of Hillsboro Beach, Florida (the "Town"), a political subdivision and municipality created and existing pursuant to the Constitution and the laws of the State of Florida, for value received, promises to pay from the sources hereinafter provided, to the order of Bridge Funding Group, Inc., a Delaware corporation, or registered assigns (hereinafter, the "Lender"), the principal sum of \$5,000,000.00 or such lesser amount as shall be outstanding hereunder, together with interest on the principal balance outstanding at the rate of (i) during the period from the date hereof to but not including April 1, 2021, 2.96% per annum and (ii) from and including April 1, 2021 and thereafter, 3.04% per annum (subject in both cases to adjustment as hereinafter provided) based upon a year of 360 days consisting of twelve thirty-day months. This Note is issued in conjunction with a Loan Agreement, dated of even date herewith, between the Town and the Lender (the "Loan Agreement") and is subject to all the terms and conditions of the Loan Agreement.

Principal of and interest on this Note are payable in immediately available funds constituting lawful money of the United States of America at such place as the Lender may designate to the Town.

The Town shall pay the Lender the accrued interest hereon in arrears commencing on October 1, 2020 and on each April 1 and October 1 thereafter. The Town will pay the Lender principal and interest in equal combined installments beginning on April 1, 2021, and on each April 1 and October 1 thereafter and ending on April 1, 2026 (the "Repayment Period"). Each installment shall be in an amount sufficient to fully amortize the principal balance determined as of the close of business on March 31, 2021, plus the accrued interest thereon, over the Repayment Period. The installments are subject to change if the interest rate changes as described below. On April 1, 2026 the Town shall pay the Lender the entire unpaid principal balance, together with all accrued and unpaid interest thereon, in full.

All payments by the Town pursuant to this Note shall apply first to accrued interest, then to other charges due the Lender, and the balance thereof shall apply to the principal sum due.

As used in this Note, the following terms have the following meanings:

"Code" means the Internal Revenue Code of 1986, as amended, and any Treasury Regulations, whether temporary, proposed or final, promulgated thereunder or applicable thereto.

"Event of Taxability" means that a final decree or judgment of any Federal court or a final action of the Internal Revenue Service determining that interest on this Note is includable in the gross income of the Lender for Federal income tax purposes as a result of the action or inaction of the Town (an Event of Taxability does not include and is not triggered by a change in law by Congress that causes such interest to be included in the Lender's gross income); provided, no Event of Taxability shall be deemed to occur unless the Town has been given written notice of such occurrence and, to the extent permitted by law, an opportunity to participate in and seek, at the Town's own expense, a final administrative determination by the Internal Revenue Service or determination by a court of competent jurisdiction (from which no further right of appeal exists) as to the occurrence of such Event of Taxability. For all purposes of this definition, the effective date of any Event of Taxability will be the first date as of which interest on the Note is deemed includable in the gross income of the Lender.

Upon the occurrence of an Event of Taxability, the interest rate on this Note shall be adjusted to 3.85% per annum (the "Adjusted Interest Rate"), as of and from the date such Determination of Taxability would be applicable with respect to this Note (the "Accrual Date"); and (i) the Town shall on the next interest payment date (or if this Note shall have matured, within thirty days after demand by the Bank) hereon pay to the Bank an amount equal to the sum of (1) the difference between (A) the total interest that would have accrued on this Note at the Adjusted Interest Rate from the Accrual Date to such next interest payment date (or maturity date, if the Note has matured), and (B) the actual interest paid by the Town on this Note from the Accrual Date to such next interest payment date (or maturity date, if this Note has matured), and (2) any interest and penalties required to be paid as a result of any additional State of Florida and federal income taxes imposed upon such Bank as a result of such Determination of Taxability; and (ii) from and after the Date of the Determination of Taxability, this Note shall continue to bear interest at the Adjusted Interest Rate for the period such determination continues to be applicable with respect to this Note. This adjustment shall survive payment of this Note until such time as the federal statute of limitations under which the interest on this Note could be declared taxable under the Code shall have expired.

This Note evidences a non-revolving line of credit, pursuant to which principal may be advanced by the Lender to the Town on the terms and conditions set forth in the Loan Agreement. Principal advanced hereon and repaid may not be re-borrowed.

The Note may be pre-paid in whole or in part on any Business Day subject to the terms hereof and upon at least ten Business Days' prior written notice to the Lender specifying the amount of prepayment. Each prepayment of principal shall be accompanied by the amount of accrued interest on the amount of principal being prepaid. Except for prepayments that are made with proceeds of Other Funds (as defined in the Loan Agreement), prepayments may only be made on an April 1 or October 1.

Upon the occurrence of an Event of Default (as defined in the Loan Agreement) then the Town shall also be obligated to pay, as part of the indebtedness evidenced by this Note, all costs of collection and enforcement hereof, including such fees as may be incurred on appeal or incurred in any proceeding under bankruptcy laws as they now or hereafter exist, including specifically but without limitation, claims, disputes and proceedings seeking adequate protection or relief from the automatic stay.

Interest at the lesser of (i) the interest rate borne hereby in the absence of a default plus 3% per annum or (ii) the maximum lawful rate per annum (the "Default Rate") shall be payable on the entire principal balance owing hereunder from and after the occurrence of and during the continuation of an Event of Default.

The Town waives presentment, demand, protest and notice of dishonor.

All terms, conditions and provisions of the Loan Agreement are by this reference thereto incorporated herein as a part of this Note. Terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

This Note and the interest hereon constitutes a limited indebtedness of the Town and the faith and credit and the ad valorem taxing power of the Town are not pledged to the payment of the principal of and interest on this Note. The principal of and interest on this Note are payable

solely from the sources provided in the Loan Agreement and the Town may not be compelled to use any funds of the Town other than those described in the Loan Agreement in order to pay the principal of and interest on this Note.

It is hereby certified, recited and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in the execution, delivery and the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Note is in full compliance with and does not exceed or violate any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Town has caused this Note to be executed in its name as of the date hereinafter set forth.

The date of this Promissory Note is March 26, 2020.

TOWN OF HILLSBORO BEACH, FLORIDA

By: _____

Name: Deborah L. Tarrant

Title: Mayor



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: Sweetapple, Broker & Varkas P. L. Invoice #1919 Services rendered through 1/16/2020
\$15,000.00 (DB Litigation)

Submitting Dept: Town Clerk, Daniela Joseph, Administrative Assistant

Agenda Date: March 24, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. SBK - Invoice \$15K (1-16-2020)
2. SBK Invoice #1919

LAW OFFICES OF
SWEETAPPLE, BROEKER & VARKAS, P.L.

DOUGLAS C. BROEKER, P.A.
44 West Flagler Street, Ste. 1500
Miami, Florida 33130-6817
Telephone: (305) 374-5623
Facsimile: (305) 358-1023

ROBERT A. SWEETAPPLE *,**
DOUGLAS C. BROEKER
KADISHA D. PHELPS
BERKLEY SWEETAPPLE
NAOMI ALZATE
CYNTHIA J. MILLER

* BOARD CERTIFIED BUSINESS LITIGATION ATTORNEY
** BOARD CERTIFIED CIVIL TRIAL ATTORNEY

SWEETAPPLE & VARKAS, P.A.
4800 N. Federal Highway, Ste. D306
Boca Raton, Florida 33431
Telephone: (561) 392-1230
Facsimile: (561) 394-6102

Please Reply To: Boca Raton
rsweetapple@sweetapplelaw.com
bsweetapple@sweetapplelaw.com
nalzate@sweetapplelaw.com
cmiller@sweetapplelaw.com

January 16, 2020

VIA US MAIL & EMAIL

Mr. William Serda, Town Manager
Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, FL 33062
mserda@townofhillsborobeach.com

Payment 15,000

Re: Town of Hillsboro Beach v. City of Deerfield Beach

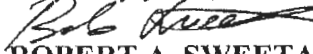
Dear Mr. Serda:

This will confirm the scope of my services to date with regard to the above referenced matter. I have performed a complete review of the extensive, pending litigation pleadings files on line with the Clerk of the Court and also reviewed the Final Order entered in a related DEP proceeding involving the Town.

I have extensively interviewed Al LaSorte, Esq. and Thomas Tomasello, Esq. regarding the pending legal and environmental issues. I have also met repeatedly with the Mayor, Attorneys Jack Seiler and Matt Morrel, and you regarding the pending claims. Yesterday I had the pleasure of meeting with you and the Town Attorney to brief you on my findings and recommendations.

These efforts have been ongoing and have required in excess of 50 hours of my time. While my time is billed at the rate of \$700.00 per hour, as a courtesy to the Town and the Mayor, I agreed at the outset to limit my billing to \$15,000. I would appreciate your approval and placement of this request in line for payment. In the event the Town desires to retain my services going forward, I will reduce my billing rate to \$500.00 per hour.

Very truly yours,


ROBERT A. SWEETAPPLE

RAS\lbw
cc: Mayor Tarrant
(dtarrant@townofhillsborobeach.com)

SWEETAPPLE, BROEKER & VARKAS, P.L.
4800 North Federal Highway, Suite D-306
Boca Raton, Florida 33431

March 12, 2020

Mr. Mac Serda, Town Manager-Town Hillsboro Beach
mserda@townofhillsborobeach.com

Re: Town of Hillsboro Beach v City of Deerfield Beach
Matter #1919

INVOICE

Town of Hillsboro Beach v City of Deerfield Beach Litigation Overview and Consult
through January 16, 2020..... \$15,000.00

TOTAL AMOUNT DUE: **\$15,000.00**

PLEASE MAKE CHECK PAYABLE TO:
SWEETAPPLE, BROEKER & VARKAS

4800 N. Federal Highway, Suite D-306
Boca Raton, FL 33431



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: Moffatt & Nichol Invoice #741995 Services 10/28/2018 - 4/27/2019 \$10,933.76 (Deerfield Beach Groin Field Evaluation)

Submitting Dept: Town Clerk, Sherry D. Henderson, Town Clerk

Agenda Date: March 24, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. M&N Invoice #741995 \$10,933.76

Invoice

4225 E. Conant Street
 Long Beach CA 90808
 (562) 590-6500

Mac Serda
 Town Manager
 Town of Hillsboro Beach
 1210 Hillsboro Mile
 Hillsboro Beach, Florida 33062

May 21, 2019
 Invoice No: 741995

M&N Project 9225-01 Hillsboro/Deerfield Beach Groin Field Evaluation ✓

Professional Services from October 28, 2018 to April 27, 2019

Phase A Existing Data and Literature Review

Billing Phase	Contract Amount	Percent Complete	Earned to Date	Previous Invoices	Current Invoice
Existing Data and Literature Review	11,850.00	100.00	11,850.00	11,850.00	0.00
Total Fee	11,850.00		11,850.00	11,850.00	0.00
Total Fee				0.00	
Total this Phase				0.00	

Phase B Nearshore Wave Transformation

Billing Phase	Contract Amount	Percent Complete	Earned to Date	Previous Invoices	Current Invoice
Nearshore Wave Transformation	29,600.00	100.00	29,600.00	29,600.00	0.00
Total Fee	29,600.00		29,600.00	29,600.00	0.00
Total Fee				0.00	
Total this Phase				0.00	

Phase C Shoreline Change Numerical Modeling

Billing Phase	Contract Amount	Percent Complete	Earned to Date	Previous Invoices	Current Invoice
Shoreline Change Numerical Modeling	9,760.00	100.00	9,760.00	9,760.00	0.00
Total Fee	9,760.00		9,760.00	9,760.00	0.00
Total Fee				0.00	
Total this Phase				0.00	

Phase D Additional Nearshore Wave Transforma

Check Lockbox Account

Payable to: Moffatt & Nichol
 P.O. Box 51760
 Los Angeles, CA 90051-0068
ClientPayments@moffattnichol.com

ACH / Wire Payment Information

Bank / Account Name: Union Bank / Moffatt & Nichol
 Address: 400 California St. San Francisco, CA 94101
 Account Number: 4501065066
 Fed Routing Number: 122000496

International Wires

Swift Code: Bofcus33mpk

Billing Phase	Contract Amount	Percent Complete	Earned to Date	Previous Invoices	Current Invoice
Additional Nearshore Wave Transformation	10,120.00	50.00	5,060.00	1,012.00	4,048.00
Total Fee	10,120.00		5,060.00	1,012.00	4,048.00
Total Fee				4,048.00	
Total this Phase				\$4,048.00	

Phase G Client-Directed Meetings

Professional Personnel

	Hours	Rate	Amount	
Caparro, Amanda	1.00	65.00	65.00	
Chen, Yong	15.25	125.00	1,906.25	
Totals	16.25		1,971.25	
Total Labor				1,971.25
Total this Phase				\$1,971.25

Phase H Deposition Support

Professional Personnel

	Hours	Rate	Amount	
Caparro, Amanda	.95	65.00	61.75	
Chen, Yong	31.50	125.00	3,937.50	
Totals	32.45		3,999.25	
Total Labor				3,999.25
Total this Phase				\$3,999.25

Phase XY Expenses

Reimbursable Expenses

Travel Air			
12/16/2018	Chen, Yong	Travelocity	319.40
Travel Lodging			
12/17/2018	Chen, Yong	Comfort Suites	305.98
Reproductions			
2/14/2019	ARC DOCUMENT SOLUTIONS, LLC	printing, B&W, 8.5x11, 346 sheets	15.57
Car Rental & Mileage			
12/19/2018	Chen, Yong	Hertz	155.48
3/12/2019	Blankenship, Timothy		40.00
Parking			
12/19/2018	Chen, Yong	Norfolk International Airport	36.00
Meals			
12/17/2018	Chen, Yong	McDonald's	8.47
12/17/2018	Chen, Yong	McDonald's	7.38
12/18/2018	Chen, Yong	Pollo Tropical	10.79

Check Lockbox Account

Payable to: Moffatt & Nichol
P.O. Box 51760
Los Angeles, CA 90051-0068
ClientPayments@moffattnichol.com

ACH / Wire Payment Information

Bank / Account Name: Union Bank / Moffatt & Nichol
Address: 400 California St. San Francisco, CA 94101
Account Number: 4501065066
Fed Routing Number: 122000496

International Wires

Swift Code: Bofcus33mpk

Project	9225-01	Hillsboro/Deerfield Beach Groin Field Ev	Invoice	741995
12/19/2018	Chen, Yong	Sushi Making Rest. D	16.19	
	Total Reimbursables		915.26	915.26
		Total this Phase		\$915.26
		TOTAL DUE THIS INVOICE		\$10,933.76

[Check Lockbox Account](#)

Payable to: Moffatt & Nichol
P.O. Box 51760
Los Angeles, CA 90051-0068
ClientPayments@moffattnichol.com

[ACH / Wire Payment Information](#)

Bank / Account Name: Union Bank / Moffatt & Nichol
Address: 400 California St. San Francisco, CA 94101
Account Number: 4501065066
Fed Routing Number: 122000496

[International Wires](#)

Swift Code: Bofcus33mpk



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: Moffatt & Nichol Invoice #745260 Services 4/28/2019 - 7/27/2019 \$28,040.75 (Beach Nourishment Monitoring)

Submitting Dept: Town Clerk, Sherry D. Henderson, Town Clerk

Agenda Date: March 24, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. M&N Invoice #745260 \$28,040.75

Invoice

4225 E. Conant Street
 Long Beach CA 90808
 (562) 590-6500

Mac Serda
 Town Manager
 Town of Hillsboro Beach
 1210 Hillsboro Mile
 Hillsboro Beach, Florida 33062

October 3, 2019
 Invoice No: 745260

M&N Project 9225 Hillsboro Beach Nourishment Monitoring

Professional Services from April 28, 2019 through July 27, 2019

Phase 36 Beach Nourishment Permit Sketches

Professional Personnel

	Hours	Rate	Amount
Environmental Manager			
Blankenship, Timothy	13.40	230.00	3,082.00
Engineer II			
Brower, Jacqueline	24.00	125.00	3,000.00
Staff Engineer I			
Jonaitis, Lauren	.50	85.00	42.50
Designer			
Perez Herize, Hermes Jesus	.50	145.00	72.50
CADD I			
Duran, Jesus	13.00	75.00	975.00
Espino, Guillermo	26.00	75.00	1,950.00
	77.40		9,122.00
Total Labor			9,122.00
Total this Phase			\$9,122.00

Phase 37 Joint Coastal Permitting

Task A Corps Permit Application

Professional Personnel

	Hours	Rate	Amount
Senior Engineer			
Brush, Christy	1.10	175.00	192.50
Staff Engineer I			
Jonaitis, Lauren	1.70	85.00	144.50
Admin			
Caparro, Amanda	3.30	55.00	181.50
	6.10		518.50
Total Labor			518.50
Total this Task			\$518.50

Task B FDEP Permit Modification Request

[Check Lockbox Account](#)

Payable to: Moffatt & Nichol
 P.O. Box 51760
 Los Angeles, CA 90051-0068
ClientPayments@moffattnichol.com

[ACH / Wire Payment Information](#)

Bank / Account Name: Union Bank / Moffatt & Nichol
 Address: 400 California St. San Francisco, CA 94101
 Account Number: 64963107
 Fed Routing Number: 021052053

[International Wires](#)

Swift Code: Bofcus33mpk

Project	9225	Hillsboro Beach Nourishment Monitoring	Invoice	745260
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Professional Personnel

	Hours	Rate	Amount	
Environmental Manager				
Blankenship, Timothy	2.00	230.00	460.00	
Senior Engineer				
Brush, Christy	.85	175.00	148.75	
Engineer III				
Shepherd, Laura	.70	150.00	105.00	
Staff Engineer I				
Jonaitis, Lauren	3.50	85.00	297.50	
	7.05		1,011.25	
Total Labor				1,011.25
		Total this Task		\$1,011.25

Task C Broward Permit Modification Request

Professional Personnel

	Hours	Rate	Amount	
Senior Engineer				
Brush, Christy	.40	175.00	70.00	
Staff Engineer I				
Jonaitis, Lauren	2.50	85.00	212.50	
	2.90		282.50	
Total Labor				282.50
		Total this Task		\$282.50
		Total this Phase		\$1,812.25

Phase 38 2019 Nourishment Event Meetings

Professional Personnel

	Hours	Rate	Amount	
Environmental Manager				
Blankenship, Timothy	.50	230.00	115.00	
	.50		115.00	
Total Labor				115.00
		Total this Phase		\$115.00

Phase 39 FEMA Consulting (2019)

Professional Personnel

	Hours	Rate	Amount	
Environmental Manager				
Blankenship, Timothy	1.45	230.00	333.50	
Engineer II				
Brower, Jacqueline	.50	125.00	62.50	
Staff Engineer II				
Rice, Jacob	18.00	95.00	1,710.00	

Check Lockbox Account

Payable to: Moffatt & Nichol
P.O. Box 51760
Los Angeles, CA 90051-0068
ClientPayments@moffattnichol.com

ACH / Wire Payment Information

Bank / Account Name: Union Bank / Moffatt & Nichol
Address: 400 California St. San Francisco, CA 94101
Account Number: 64963107
Fed Routing Number: 021052053

International Wires

Swift Code: Bofcus33mpk

Project	9225	Hillsboro Beach Nourishment Monitoring	Invoice	745260
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Admin

Caparro, Amanda

7.60

55.00

418.00

27.55

2,524.00

Total Labor

2,524.00

Total this Phase

\$2,524.00

Phase 42 Vessel Exclusion Buoys Support

Task A Buoys Permit Construction Drawings

Professional Personnel

Hours

Rate

Amount

Blankenship, Timothy

17.90

230.00

4,117.00

Brower, Jacqueline

29.00

125.00

3,625.00

Brush, Christy

2.00

175.00

350.00

Duran, Jesus

15.00

75.00

1,125.00

Jonaitis, Lauren

1.35

85.00

114.75

Perez Herize, Hermes Jesus

1.00

145.00

145.00

66.25

9,476.75

Total Labor

9,476.75

Total this Task

\$9,476.75

Task B FWC Buoys Authorization

Professional Personnel

Hours

Rate

Amount

Blankenship, Timothy

2.25

230.00

517.50

Brush, Christy

5.25

175.00

918.75

Caparro, Amanda

.10

55.00

5.50

Jonaitis, Lauren

11.25

85.00

956.25

18.85

2,398.00

Total Labor

2,398.00

Total this Task

\$2,398.00

Task C FDEP Buoys Authorization

Professional Personnel

Hours

Rate

Amount

Blankenship, Timothy

1.00

230.00

230.00

Brush, Christy

1.00

175.00

175.00

Caparro, Amanda

11.15

55.00

613.25

Jonaitis, Lauren

2.15

85.00

182.75

15.30

1,201.00

Total Labor

1,201.00

Total this Task

\$1,201.00

Task D Corps Buoys Authorization

Check Lockbox Account Payable to: Moffatt & Nichol P.O. Box 51760 Los Angeles, CA 90051-0068 ClientPayments@moffattnichol.com	ACH / Wire Payment Information Bank / Account Name: Union Bank / Moffatt & Nichol Address: 400 California St. San Francisco, CA 94101 Account Number: 64963107 Fed Routing Number: 021052053	International Wires Swift Code: Bofcus33mpk
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Project	9225	Hillsboro Beach Nourishment Monitoring	Invoice	745260
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Professional Personnel

	Hours	Rate	Amount	
Brush, Christy	2.05	175.00	358.75	
Caparro, Amanda	2.85	55.00	156.75	
Jonaitis, Lauren	1.15	85.00	97.75	
	6.05		613.25	
Total Labor				613.25
		Total this Task		\$613.25

Task E Broward Buoys Authorization

Professional Personnel

	Hours	Rate	Amount	
Blankenship, Timothy	1.00	230.00	230.00	
Brush, Christy	1.40	175.00	245.00	
Caparro, Amanda	.80	55.00	44.00	
Jonaitis, Lauren	1.70	85.00	144.50	
	4.90		663.50	
Total Labor				663.50
		Total this Task		\$663.50
		Total this Phase		\$14,352.50

Phase A Post Construction Neashore Hardbottom Mo

Task 01 2016 Monitoring Event

Tasks	Contract Amount	Percent Complete	Earned To Date	Previous Invoices	Current Invoice
2016 Monitoring Event	28,000.00	100.00	28,000.00	28,000.00	0.00
2017 Monitoring Event	28,300.00	70.00	19,810.00	19,810.00	0.00
2018 Monitoring Event	28,500.00	100.00	28,500.00	28,500.00	0.00
Total Fee	84,800.00		76,310.00	76,310.00	0.00
Total					0.00
			Total this Task		0.00
			Total this Phase		0.00

Phase B Post Construction Physical Monitoring Su

Task 01 2016 Monitoring Event

Tasks	Contract Amount	Percent Complete	Earned To Date	Previous Invoices	Current Invoice
2016 Monitoring Event	16,200.00	100.00	16,200.00	16,200.00	0.00

[Check Lockbox Account](#)

Payable to: Moffatt & Nichol

P.O. Box 51760

Los Angeles, CA 90051-0068

ClientPayments@moffattnichol.com

[ACH / Wire Payment Information](#)

Bank / Account Name: Union Bank / Moffatt & Nichol

Address: 400 California St. San Francisco, CA 94101

Account Number: 64963107

Fed Routing Number: 021052053

[International Wires](#)

Swift Code: Bofcus33mpk

Project	9225	Hillsboro Beach Nourishment Monitoring	Invoice	745260
2017 Monitoring Event		16,400.00 100.00	16,400.00	0.00
2018 Monitoring Event		17,000.00 0.00	0.00	0.00
Total Fee		49,600.00	32,600.00	0.00
Total				0.00
Total this Task				0.00
Total this Phase				0.00

Phase	BB	Preconstruction Shorebird & Dune Veg Map
Total		11,900.00
Percent Complete	100.00	Total Earned 11,900.00
		Previous Fee Billing 11,900.00
		Current Fee Billing 0.00
Total		0.00
Total this Phase		0.00

Phase	C	Post Construction Physical Monitoring Re				
Task	01	2016 Monitoring Event				
Tasks		Contract Amount	Percent Complete	Earned To Date	Previous Invoices	Current Invoice
2016 Monitoring Event		9,800.00	100.00	9,800.00	9,800.00	0.00
2017 Monitoring Event		9,100.00	100.00	9,100.00	9,100.00	0.00
2018 Monitoring Event		9,100.00	0.00	0.00	0.00	0.00
Total Fee		28,000.00		18,900.00	18,900.00	0.00
		Total				0.00
		Total this Task				0.00
		Total this Phase				0.00

Phase	D	Beach Tilling Coordination				
Task	01	2016 Tilling Event				
Tasks		Contract Amount	Percent Complete	Earned To Date	Previous Invoices	Current Invoice
2016 Tilling Event		2,100.00	100.00	2,100.00	2,100.00	0.00
2017 Tilling Event		1,900.00	100.00	1,900.00	1,900.00	0.00
2018 Tilling Event		2,000.00	100.00	2,000.00	2,000.00	0.00
Total Fee		6,000.00		6,000.00	6,000.00	0.00
		Total				0.00

Check Lockbox Account	ACH / Wire Payment Information	International Wires
Payable to: Moffatt & Nichol	Bank / Account Name: Union Bank / Moffatt & Nichol	Swift Code: Bofcus33mpk
P.O. Box 51760	Address: 400 California St San Francisco, CA 94101	
Los Angeles, CA 90051-0068	Account Number: 64963107	
ClientPayments@moffattnichol.com	Fed Routing Number: 021052053	

Project	9225	Hillsboro Beach Nourishment Monitoring			Invoice	745260	
Total this Task					0.00		
Total this Phase					0.00		
Phase	E	Client-Directed Meetings			Total this Phase		0.00
Total this Phase					0.00		
Phase	G	Continued Consulting Services			Total this Phase		0.00
Total this Phase					0.00		
Phase	H	Broward County Research			Total this Phase		0.00
Total this Phase					0.00		
Phase	I	Hurricane Matthew Erosion Assessment			Total this Phase		0.00
Total this Phase					0.00		
Phase	J	Beach Profiles					
Tasks		Contract Amount	Percent Complete	Earned To Date	Previous Invoices	Current Invoice	
Beach Profiles		7,620.00	100.00	7,620.00	7,620.00	0.00	
Total Fee		7,620.00		7,620.00	7,620.00	0.00	
		Total				0.00	
Total this Phase					0.00		
Phase	K	Preliminary Beach Fill Design					
Tasks		Contract Amount	Percent Complete	Earned To Date	Previous Invoices	Current Invoice	
Prelim Beach Fill Design		15,220.00	100.00	15,220.00	15,220.00	0.00	
Total Fee		15,220.00		15,220.00	15,220.00	0.00	
		Total				0.00	
Total this Phase					0.00		
Phase	O	FIND Intracoastal Waterway Dredging					
Professional Personnel							
		Hours	Rate	Amount			
Environmental Manager							
Blankenship, Timothy		.50	230.00	115.00			
		.50		115.00			
Total Labor					115.00		

Check Lockbox Account Payable to: Moffatt & Nichol P.O. Box 51760 Los Angeles, CA 90051-0068 ClientPayments@moffattnichol.com	ACH / Wire Payment Information Bank / Account Name: Union Bank / Moffatt & Nichol Address: 400 California St. San Francisco, CA 94101 Account Number: 64963107 Fed Routing Number: 021052053	International Wires Swift Code: Bofcus33mpk
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Project	9225	Hillsboro Beach Nourishment Monitoring		Invoice	745260
Total this Phase					\$115.00
Phase	P	Beach Sand Sampling			
Total		2,800.00			
Percent Complete	20.00	Total Earned	560.00		
		Previous Fee Billing	560.00		
		Current Fee Billing	0.00		
		Total		0.00	
Total this Phase					0.00
Phase	Q	Beach Nourishment Permit Sketches			
Total		4,500.00			
Percent Complete	100.00	Total Earned	4,500.00		
		Previous Fee Billing	4,500.00		
		Current Fee Billing	0.00		
		Total		0.00	
Total this Phase					0.00
Phase	R	Joint Coastal Permitting			
Task	01	Corps Permit Application			
Total		4,500.00			
Percent Complete	100.00	Total Earned	4,500.00		
		Previous Fee Billing	4,500.00		
		Current Fee Billing	0.00		
		Total		0.00	
Total this Task					0.00
Task	02	FDEP Permit Modification Request			
Total		4,500.00			
Percent Complete	100.00	Total Earned	4,500.00		
		Previous Fee Billing	4,500.00		
		Current Fee Billing	0.00		
		Total		0.00	
Total this Task					0.00
Task	03	Broward Permit Modification Request			
Total		4,500.00			
Percent Complete	100.00	Total Earned	4,500.00		

Check Lockbox Account Payable to: Moffatt & Nichol P.O. Box 51760 Los Angeles, CA 90051-0068 ClientPayments@moffattnichol.com	ACH / Wire Payment Information Bank / Account Name: Union Bank / Moffatt & Nichol Address: 400 California St. San Francisco, CA 94101 Account Number: 64963107 Fed Routing Number: 021052053	International Wires Swift Code: Bofcus33mpk
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Project	9225	Hillsboro Beach Nourishment Monitoring	Invoice	745260
		Previous Fee Billing	4,500.00	
		Current Fee Billing	0.00	
		Total		0.00
		Total this Task		0.00
		Total this Phase		0.00

Phase S Beach Management Funding Application

Tasks	Contract Amount	Percent Complete	Earned To Date	Previous Invoices	Current Invoice
Beach Management Funding Application	7,600.00	100.00	7,600.00	7,600.00	0.00
Total Fee	7,600.00		7,600.00	7,600.00	0.00
Total					0.00
Total this Phase					0.00

Phase T Beach Management Funding Meetings

Total this Phase 0.00

Phase U Post Hurricane Irma Aerials

Tasks	Contract Amount	Percent Complete	Earned To Date	Previous Invoices	Current Invoice
Post Hurricane Irma Aerials	2,500.00	100.00	2,500.00	2,500.00	0.00
Total Fee	2,500.00		2,500.00	2,500.00	0.00
Total					0.00
Total this Phase					0.00

Phase V Construction Plans

Task A Construction Plans

Tasks	Contract Amount	Percent Complete	Earned To Date	Previous Invoices	Current Invoice
Construction Plans	33,800.00	100.00	33,800.00	33,800.00	0.00
Technical Specifications	9,230.00	100.00	9,230.00	9,230.00	0.00
FDEP Submittal	2,240.00	100.00	2,240.00	2,240.00	0.00
Total Fee	45,270.00		45,270.00	45,270.00	0.00
Total					0.00
Total this Task					0.00

Check Lockbox Account

Payable to: Moffatt & Nichol
P.O. Box 51760
Los Angeles, CA 90051-0068
ClientPayments@moffattnichol.com

ACH / Wire Payment Information

Bank / Account Name: Union Bank / Moffatt & Nichol
Address: 400 California St. San Francisco, CA 94101
Account Number: 64963107
Fed Routing Number: 021052053

International Wires

Swift Code: Bofcus33mpk

Project	9225	Hillsboro Beach Nourishment Monitoring	Invoice	745260		
Total this Phase				0.00		
Phase	W	Bidding Assistance				
Task	A	Bid Documents				
Tasks		Contract Amount	Percent Complete	Earned To Date	Previous Invoices	Current Invoice
Bid Documents		9,570.00	100.00	9,570.00	9,570.00	0.00
Bidding Assistance		6,790.00	100.00	6,790.00	6,790.00	0.00
Total Fee		16,360.00		16,360.00	16,360.00	0.00
		Total				0.00
				Total this Task		0.00
				Total this Phase		0.00
Phase	X	Construction Administration				
Task	A	Construction Administration				
				Total this Task		0.00
Task	B	Volume Calculations				
Total		7,320.00				
Percent Complete		100.00	Total Earned	7,320.00		
			Previous Fee Billing	7,320.00		
			Current Fee Billing	0.00		
		Total				0.00
				Total this Task		0.00
Task	C	Turbidity Monitoring Review				
Total		2,920.00				
Percent Complete		100.00	Total Earned	2,920.00		
			Previous Fee Billing	2,920.00		
			Current Fee Billing	0.00		
		Total				0.00
				Total this Task		0.00
				Total this Phase		0.00
TOTAL DUE THIS INVOICE (USD):					\$28,040.75	

Check Lockbox Account Payable to: Moffatt & Nichol P.O. Box 51760 Los Angeles, CA 90051-0068 ClientPayments@moffattnichol.com	ACH / Wire Payment Information Bank / Account Name: Union Bank / Moffatt & Nichol Address: 400 California St. San Francisco, CA 94101 Account Number: 64963107 Fed Routing Number: 021052053	International Wires Swift Code: Bofcus33mpk
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TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: Moffatt & Nichol Invoice #746674 Services 4/28/2019 - 7/27/2019 \$1,450.00 (Sand Testing)

Submitting Dept: Town Clerk, Sherry D. Henderson, Town Clerk

Agenda Date: March 24, 2020

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. M&N Invoice #746674 \$1,450.00

Invoice

4225 E. Conant Street
Long Beach CA 90808
(562) 590-6500

Mac Serda
Town Manager
Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, Florida 33062

November 22, 2019
Invoice No: 746674

M&N Project 9225 Hillsboro Beach Sand Testing

Professional Services from April 28, 2019 through July 27, 2019

Phase 43 Sand Testing

Total 1,450.00

Percent Complete

100.00

Total Earned

1,450.00

Previous Fee Billing

0.00

Current Fee Billing

1,450.00

Total

1,450.00

Total this Phase

\$1,450.00

ok
to pay
Sent
3-12-20

TOTAL DUE THIS INVOICE (USD):

\$1,450.00

Check Lockbox Account

Payable to: Moffatt & Nichol
P.O. Box 51760
Los Angeles, CA 90051-0068

ClientPayments@moffattnichol.com

ACH Information

Bank / Account Name: Union Bank / Moffatt & Nichol
Address: 400 California St. San Francisco, CA 94104
Account Number: 64963107
Fed Routing Number: 021052053

Domestic Wire

Acct No.: 4501065066
Routing No.: 122000496

International Wire

Acct No.: 4501065066
Swift Code: BOFCUS33MPK

Project	9225	Hillsboro Beach Nourishment Monitoring			Invoice	746674
2017 Monitoring Event		16,400.00	100.00	16,400.00	16,400.00	0.00
2018 Monitoring Event		17,000.00	0.00	0.00	0.00	0.00
Total Fee		49,600.00		32,600.00	32,600.00	0.00
		Total				0.00
				Total this Task		0.00
				Total this Phase		0.00

Phase	BB	Preconstruction Shorebird & Dune Veg Map				
Total		11,900.00				
Percent Complete		100.00	Total Earned	11,900.00		
			Previous Fee Billing	11,900.00		
			Current Fee Billing	0.00		
		Total				0.00
				Total this Phase		0.00

Phase	C	Post Construction Physical Monitoring Re				
Task	01	2016 Monitoring Event				
Tasks			Contract Amount	Percent Complete	Earned To Date	Previous Invoices
						Current Invoice
2016 Monitoring Event			9,800.00	100.00	9,800.00	9,800.00
2017 Monitoring Event			9,100.00	100.00	9,100.00	9,100.00
2018 Monitoring Event			9,100.00	0.00	0.00	0.00
Total Fee			28,000.00		18,900.00	18,900.00
		Total				0.00
					Total this Task	0.00
					Total this Phase	0.00

Phase	D	Beach Tilling Coordination				
Task	01	2016 Tilling Event				
Tasks			Contract Amount	Percent Complete	Earned To Date	Previous Invoices
						Current Invoice
2016 Tilling Event			2,100.00	100.00	2,100.00	2,100.00
2017 Tilling Event			1,900.00	100.00	1,900.00	1,900.00
2018 Tilling Event			2,000.00	100.00	2,000.00	2,000.00
Total Fee			6,000.00		6,000.00	6,000.00
		Total				0.00

Check Lockbox Account Payable to: Moffatt & Nichol P.O. Box 51760 Los Angeles, CA 90051-0068 ClientPayments@moffattnichol.com	ACH Information Bank / Account Name: Union Bank / Moffatt & Nichol Address: 400 California St. San Francisco, CA 94104 Account Number: 64963107 Fed Routing Number: 021052053	Domestic Wire Acct No.: 4501065066 Routing No.: 122000496 International Wire Acct No.: 4501065066 Swift Code: BOFCUS33MPK
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Project	9225	Hillsboro Beach Nourishment Monitoring	Invoice	746674
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Total this Task 0.00

Total this Phase 0.00

Phase E Client-Directed Meetings

Total this Phase 0.00

Phase G Continued Consulting Services

Total this Phase 0.00

Phase H Broward County Research

Total this Phase 0.00

Phase I Hurricane Matthew Erosion Assessment

Total this Phase 0.00

Phase J Beach Profiles

Tasks	Contract Amount	Percent Complete	Earned To Date	Previous Invoices	Current Invoice
Beach Profiles	7,620.00	100.00	7,620.00	7,620.00	0.00
Total Fee	7,620.00		7,620.00	7,620.00	0.00
Total					0.00
Total this Phase					0.00

Phase K Preliminary Beach Fill Design

Tasks	Contract Amount	Percent Complete	Earned To Date	Previous Invoices	Current Invoice
Prelim Beach Fill Design	15,220.00	100.00	15,220.00	15,220.00	0.00
Total Fee	15,220.00		15,220.00	15,220.00	0.00
Total					0.00
Total this Phase					0.00

Phase P Beach Sand Sampling

Total	2,800.00				
Percent Complete	20.00	Total Earned	560.00		
		Previous Fee Billing	560.00		
		Current Fee Billing	0.00		
		Total			0.00

Check Lockbox Account Payable to: Moffatt & Nichol P.O. Box 51760 Los Angeles, CA 90051-0068 ClientPayments@moffattnichol.com	ACH Information Bank / Account Name: Union Bank / Moffatt & Nichol Address: 400 California St. San Francisco, CA 94104 Account Number: 64963107 Fed Routing Number: 021052053	Domestic Wire Acct No.: 4501065066 Routing No.: 122000496 International Wire Acct No.: 4501065066 Swift Code: BOFCUS33MPK
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Project	9225	Hillsboro Beach Nourishment Monitoring	Invoice	746674
Total this Phase			0.00	
Phase	Q	Beach Nourishment Permit Sketches		
Total		4,500.00		
Percent Complete	100.00	Total Earned	4,500.00	
		Previous Fee Billing	4,500.00	
		Current Fee Billing	0.00	
		Total	0.00	
Total this Phase			0.00	
Phase	R	Joint Coastal Permitting		
Task	01	Corps Permit Application		
Total		4,500.00		
Percent Complete	100.00	Total Earned	4,500.00	
		Previous Fee Billing	4,500.00	
		Current Fee Billing	0.00	
		Total	0.00	
Total this Task			0.00	
Task	02	FDEP Permit Modification Request		
Total		4,500.00		
Percent Complete	100.00	Total Earned	4,500.00	
		Previous Fee Billing	4,500.00	
		Current Fee Billing	0.00	
		Total	0.00	
Total this Task			0.00	
Task	03	Broward Permit Modification Request		
Total		4,500.00		
Percent Complete	100.00	Total Earned	4,500.00	
		Previous Fee Billing	4,500.00	
		Current Fee Billing	0.00	
		Total	0.00	
Total this Task			0.00	
Total this Phase			0.00	
Phase	S	Beach Management Funding Application		

Check Lockbox Account	ACH Information	Domestic Wire
Payable to: Moffatt & Nichol	Bank / Account Name: Union Bank / Moffatt & Nichol	Acct No.: 4501065066
P.O. Box 51760	Address: 400 California St. San Francisco, CA 94104	Routing No.: 122000496
Los Angeles, CA 90051-0068	Account Number: 64963107	International Wire
ClientPayments@moffattnichol.com	Fed Routing Number: 021052053	Acct No.: 4501065066
		Swift Code: BOFCUS33MPK

Project	9225	Hillsboro Beach Nourishment Monitoring			Invoice	746674
Tasks		Contract Amount	Percent Complete	Earned To Date	Previous Invoices	Current Invoice
Beach Management Funding Application		7,600.00	100.00	7,600.00	7,600.00	0.00
Total Fee		7,600.00		7,600.00	7,600.00	0.00
Total						0.00
				Total this Phase		0.00
Phase	T	Beach Management Funding Meetings				
				Total this Phase		0.00
Phase	U	Post Hurricane Irma Aerials				
Tasks		Contract Amount	Percent Complete	Earned To Date	Previous Invoices	Current Invoice
Post Hurricane Irma Aerials		2,500.00	100.00	2,500.00	2,500.00	0.00
Total Fee		2,500.00		2,500.00	2,500.00	0.00
Total						0.00
				Total this Phase		0.00
Phase	V	Construction Plans				
Task	A	Construction Plans				
Tasks		Contract Amount	Percent Complete	Earned To Date	Previous Invoices	Current Invoice
Construction Plans		33,800.00	100.00	33,800.00	33,800.00	0.00
Technical Specifications		9,230.00	100.00	9,230.00	9,230.00	0.00
FDEP Submittal		2,240.00	100.00	2,240.00	2,240.00	0.00
Total Fee		45,270.00		45,270.00	45,270.00	0.00
Total						0.00
				Total this Task		0.00
				Total this Phase		0.00
Phase	W	Bidding Assistance				
Task	A	Bid Documents				
Tasks		Contract Amount	Percent Complete	Earned To Date	Previous Invoices	Current Invoice
Bid Documents		9,570.00	100.00	9,570.00	9,570.00	0.00
Bidding Assistance		6,790.00	100.00	6,790.00	6,790.00	0.00
Total Fee		16,360.00		16,360.00	16,360.00	0.00

Check Lockbox Account	ACH Information	Domestic Wire
Payable to: Moffatt & Nichol	Bank / Account Name: Union Bank / Moffatt & Nichol	Acct No.: 4501065066
P.O. Box 51760	Address: 400 California St. San Francisco, CA 94104	Routing No.: 122000496
Los Angeles, CA 90051-0068	Account Number: 64963107	International Wire
ClientPayments@moffattnichol.com	Fed Routing Number: 021052053	Acct No.: 4501065066
		Swift Code: BOFCUS33MPK

Project	9225	Hillsboro Beach Nourishment Monitoring	Invoice	746674
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Total **0.00**

Total this Task **0.00**

Total this Phase **0.00**

Phase	X	Construction Administration
Task	A	Construction Administration

Total this Task **0.00**

Task	B	Volume Calculations
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Total 7,320.00

Percent Complete 100.00 Total Earned 7,320.00
Previous Fee Billing 7,320.00
Current Fee Billing 0.00

Total **0.00**

Total this Task **0.00**

Task	C	Turbidity Monitoring Review
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Total 2,920.00

Percent Complete 100.00 Total Earned 2,920.00
Previous Fee Billing 2,920.00
Current Fee Billing 0.00

Total **0.00**

Total this Task **0.00**

Total this Phase **0.00**

TOTAL DUE THIS INVOICE (USD): \$1,450.00

Outstanding Invoices

Invoice	Date	Balance
745256	10/3/2019	992.51
745260	10/3/2019	28,040.75
Total		29,033.26

Check Lockbox Account Payable to: Moffatt & Nichol P.O. Box 51760 Los Angeles, CA 90051-0068 ClientPayments@moffattnichol.com	ACH Information Bank / Account Name: Union Bank / Moffatt & Nichol Address: 400 California St. San Francisco, CA 94104 Account Number: 64963107 Fed Routing Number: 021052053	Domestic Wire Acct No.: 4501065066 Routing No.: 122000496 International Wire Acct No.: 4501065066 Swift Code: BOFCUS33MPK
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