



TOWN OF HILLSBORO BEACH Meeting Agenda

July 1, 2025
9:00 AM



MAYOR

Honorable Dawn Miller

VICE MAYOR

Honorable David A. Ravanesi

COMMISSIONERS

Honorable Vinnie Andreano

Honorable Jane Reiser

Honorable Heather Berman

TOWN MANAGER

Mac Serda, ICMA-CM

TOWN ATTORNEY

Donald J. Doody

TOWN CLERK

Sherry D. Henderson, CMC

HILLSBORO BEACH TOWN HALL

1210 Hillsboro Mile

Hillsboro Beach, FL 33062

954-427-4011

www.TownofHillsboroBeach.com



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile, Hillsboro Beach, Florida 33062

July 1, 2025 | 9:00 AM

REGULAR TOWN COMMISSION MEETING AGENDA

MAYOR DAWN MILLER
VICE MAYOR DAVID A. RAVANESI
COMMISSIONER VINNIE ANDREANO
COMMISSIONER JANE REISER
COMMISSIONER HEATHER BERMAN

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

Refer to the End of the Agenda for the Commission Meeting RULES OF DECORUM (Resolution No. 2023-36), adopted 9/12/2023
Commission Meetings are streamed live and recorded on the Town's Website.

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE

I. APPROVAL OF AGENDA

II. APPROVAL OF MINUTES

- A. June 3, 2025 Board of Zoning Appeals Minutes
- B. June 3, 2025 Regular Commission Meeting Minutes

III. PRESENTATIONS

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

IV. RESOLUTIONS & CONTRACTS

- A. **Resolution No. 2025-23**
Consideration to Approve and Authorize the Appropriate Town Officials to Execute the Third Amendment to and Restatement of the Transportation System Surtax Local Agreement with Broward County.
- B. **Resolution No. 2025-24**
Consideration to Approve American Underwater Contractors to Inspect the Town's Fourteen (14) Existing Swim Zone Buoys and Authorize the Purchase and Installation of Sixteen (16) New Ocean Regulatory Buoys with American Underwater Contractors for \$18,894.72 to include Installation, Freight, Mobilization, Commercial Dive Boat, Dive Team and All Equipment at Pre-identified Locations Along the Perimeter Line in the Atlantic Ocean East of the Town of Hillsboro Beach.
- C. **Resolution No. 2025-25**
Consideration of the Hillsboro Beach Town Commission to Accept the Selection/Evaluation Committee Recommendations of Firms for Request for Qualifications RFQ 2025-02-01 Comprehensive Vulnerability Assessment and Authorize the Appropriate Town Officials to Negotiate and Execute Agreement to Complete a Comprehensive Vulnerability Assessment of the Town's Infrastructure and

Town of Hillsboro Beach, Florida
Town Commission Meeting

V. CONSENT

A. INVOICES FOR APPROVAL

- | | | | |
|--------------------------|---------------|--------------------|---------------------------------|
| 1. CG&A Invoice #1971604 | May 2025 | \$13,809.57 | |
| 2. GCDE Invoice #71952 | June 2025 | \$120.00 | (Labor Matters) |
| 3. GCDE Invoice #71954 | June 2025 | \$7,754.30 | (RCrusco & CDoherty ORD 12-269) |
| 4. GCDE Invoice #71953 | May/June 2025 | \$4,484.90 | (General Matters) |
| 5. GCDE Invoice #71955 | June 2025 | \$90.00 | (HUD Foreclosure) |

VI. STAFF UPDATES

A. FINANCE DEPARTMENT

Fiscal Year 2024-2025 2nd Quarter Report

Stephen Bloom, Finance, Inframark

B. POLICE DEPARTMENT

Rob O'Neil, Chief of Police

C. BUILDING (PERMITS) DEPARTMENT

George Folles, Building Official, CG&A

D. CODE COMPLIANCE

Bernard Pita, Code Compliance Supv, CG&A

VII. TOWN MANAGER REPORT

A. FY2026 Proposed Budget Calendar

Budget Workshop - Tue July 31, 2025 at 10:00 am

1st Millage Rate & Tentative Hearing - Wed Sept 3, 2025 at 5:01 pm

2nd Millage Rate & Final Budget Hearing - Mon Sept 15, 2025 at 5:01 pm

B. Update on Town Hall Interior Paint Project

C. Update on Bocce Court Installation

D. Update on Town Hall Parking Lot Redesign

E. Update on FPL Underground Utility Burial

VIII. TOWN ATTORNEY REPORT

A. Discussion on Code Liens for 1205 & 1206 Hillsboro Mile, Hillsboro Beach, FL 33062

IX. TOWN COMMISSION COMMENTS/REPORTS

X. PUBLIC COMMENTS

XI. ADJOURNMENT

RULES OF DECORUM

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

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

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



MINUTES

TOWN OF HILLSBORO BEACH BOARD OF ZONING APPEALS

TUESDAY

JUNE 3, 2025

9:00 AM

CALL TO ORDER AND ROLL CALL

Mayor Dawn Miller called the meeting to order at 9:00 A.M. Roll was called with the Commission members and staff present as listed below.

Town Commission:

Mayor Dawn Miller

Commissioner Vinnie Andreano

Commissioner Jane Reiser

Vice Mayor David Ravanese

Commissioner Heather Berman

Town Staff:

Town Manager William "Mac" Serda, ICMA-CM

Town Attorney Donald J. Doody, Esq.

Town Clerk Sherry D. Henderson, CMC

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

I. QUASI-JUDICIAL PUBLIC HEARINGS

A. Variance Request for property located at 987 Hillsboro Mile, Hillsboro Beach, FL 33062

Property Owner: Mark and Tiffany Berch

Address: 987 Hillsboro Mile, Hillsboro Beach, FL 33062

Request: The Authorized Agent, Nectaria M. Chakas, Esq. (Lochrie & Chakas, P.A.) is seeking a variance from the Town's Land Development Code (Chapter 12)

Staff: Graham Long, Development Planner, CG&A Solutions

The Applicant is seeking a variance to be permitted to allow a generator to be placed in the side yard setback. The Variance is to Section 12-124 of the Town's Code of Ordinances as stated below:

Section 12-124(B)(3):

"Generators and athletic play areas shall not be permitted in the minimum required side yard, and their location or future proposed location shall be provided on a site plan."

At this time any individuals wishing to speak on the Item were sworn in by Town Attorney D.J. Doody, and any ex parte communications were disclosed at this time – there were none.

Planning Consultant Graham Long, CG&A, stated that the Application is submitted in conjunction with a Site Plan Amendment Application which will be heard at the regular Town Commission meeting upon adjournment of the Board of Zoning Appeals Meeting. The Site Plan Amendment is contingent upon approval of the requested variance.

The request is for a variance to place a generator in a side yard. The Applicant proposes placement of the generator along the north property line, adjacent to the neighboring property at 989 Hillsboro Mile. The generator would lie within the 15 ft. required side setback.

Mr. Long explained that the property's Site Plan was originally approved in November 2022. On May 7, 2024, the Commission approved a Site Plan Amendment. Neither the original nor the amended Site Plan included the generator.

In order to place the generator within the side yard setback, a variance from the RS-2 single-family zoning district's yard requirements is required. Placement of the generator would also require amendment of the Site Plan.

Mr. Long advised that Code prohibits all items from the side yard area, but lists exceptions which are allowed there, such as an air conditioner, pool equipment, or mechanical equipment. In December 2022, the Town Commission passed an Ordinance which explicitly banned generators from being placed in the side yard area. While this Ordinance took effect after the original Site Plan was approved for the subject site, generators have never been included in the list of exceptions allowed in the side yard setback.

Mr. Long further clarified that the Ordinance passed in December 2022 specified the prohibition of generators due to noise and other effects unique to that equipment. Neither the original nor the previously amended Site Plan included the generator.

It was asked if other residents have been denied similar requests for variances addressing

generators. Mr. Long replied that he has not seen an application of this nature before, although there have been other Site Plans for which generators were approved within front or rear yard areas. Properties that include generators in the side yards are considered to have been preexisting and nonconforming to Code.

Mr. Long explained that the originally approved Site Plan did not show a generator. The Code change which explicitly banned generators from the side yard also amended Code to require that applicants must come before the Board of Zoning and Appeals (BZA) to show where a proposed generator would be located. When the Applicant applied for unrelated building permits, their plans showed a generator in the side yard. This was noted when the Applicant attended a pre-application meeting with Staff prior to their request for a Site Plan Amendment.

Vice Mayor Ravanese expressed concern with the variance request, as well as with the original Site Plan which did not show the proposed location of the generator. He emphasized the importance of consistency with Code, and asked if there is any other location on the property where the generator could be placed. Mr. Long replied that there are multiple locations where a generator could be placed, including the front yard, rear yard, and rooftop.

Commissioner Reiser recalled that generators were originally prohibited from side yard setbacks not only due to their noise, but also because they posed an inconvenience for neighbors. She advised that while the subject property's neighbors have a generator in their side yard, that generator lies within the correct distance.

Commissioner Reiser expressed concern that there has not been full disclosure regarding the Application. She also noted that a utility line is located in the side yard, which she felt indicated intent to place the generator there. She advised that the Town's Ordinances are enacted for the betterment of all residents.

Attorney Nectaria Chakas, representing the Applicant, stated that work done on the site with respect to gas lines was done in conjunction with comments from the Town's Building Department; the gas line and generator pad, although not shown on the approved Site Plan, were included on all building permit plans since June 2022.

Ms. Chakas advised that at the time of submission, Code did not require generators to be identified on Site Plans. This was corrected by a Code Amendment which followed approval of the Applicant's original Site Plan. She pointed out that this may be a reason why the generator was not shown on the original Site Plan, although it was included on the building permit plans.

Ms. Chakas explained that while Code included a list of items that could be placed in the

side yard setback, it did not specifically prohibit generators. She noted that the other items include mechanical equipment which can also create noise.

Vice Mayor Ravanese asked why the generator was not shown on the Site Plan. Ms. Chakas replied that it was not required to be shown on the Site Plan, but reiterated that it appeared on the documents submitted to request permits.

Ms. Chakas explained that the site's gas lines are already in place for placement of the generator in the side yard setback. There are no gas lines leading to other locations, such as the rooftop or rear yard, where the generator could be placed. Additional mechanical equipment is placed on the building's roof.

The generator itself would be set back 2 ft. 8 in. from the wall that screens it. Ms. Chakas advised that the neighboring property owners to the north have provided a letter of no objection to the variance Application. The Applicant has also received a letter of support from their southern neighbor.

Ms. Chakas stated again that the Ordinance prohibiting generators in side yard setbacks was adopted after the Applicant had received Site Plan approval from the Town Commission. The Site Plan did not show the location of the generator, as that was not required. While the generator could have been placed in front of the property, its size and screening requirements made the side yard setback the preferred area. The permits and work already done also prevented the generator from front yard placement.

Ms. Chakas showed slides depicting changes to the subject property, which include front yard stairs and other equipment. There is a front yard utility easement in which a generator could not be placed, as well as an above-ground transformer box belonging to Florida Power & Light (FPL).

Ms. Chakas noted that the Applicant's neighbor to the north has a generator within their side yard on the same side of the property as the Applicant's proposed generator. The neighbor to the south also has a generator that lies within their side yard setback, approximately 13 ft. from the property line.

Ms. Chakas also showed original building plans for the subject property which were approved by multiple Town Departments. She asserted that the plans show the original intent of the site was to place the generator in the side yard setback. The plans included plumbing, isometric, and gas permit plans. A third revision was made to the plans in December 2023, also including the proposed location of the generator.

Vice Mayor Ravanese reiterated that his concern with the Application was due to the denial of other applications in the past. Granting the variance request would be inconsistent with

previous Commission action. Ms. Chakas characterized the request as a hardship case, pointing out once more that lines were installed pursuant to permits issued by the Town. She also observed previous Code was ambiguous regarding when generator locations must be shown, which ultimately led to a Code amendment.

Vice Mayor Ravanesi stated that the Applicant's team was aware a year ago that generators were prohibited from side yard setbacks. Ms. Chakas replied that this timeline would not have affected the Applicant's need to request a variance. She added that when the Applicant was asked in May 2024 to remove the generator from the Site Plan, this was done in order to allow the Site Plan to proceed to the Commission without further delay.

Ms. Chakas continued that between May 2024 and the present, there were meetings between the Applicant's team and Town Staff to determine if another plausible location could be identified for the generator. She felt the Application would not set an unwanted precedent.

Town Attorney Doody advised that variance applications are addressed on a case-by-case basis and are legally required to demonstrate a hardship. He recommended that the Board focus on whether or not a hardship exists rather than the possibility of precedent.

It was asked when the gas lines were installed. It was clarified that these lines were placed according to permits after the Ordinance prohibiting generators in side yards was adopted.

Commissioner Reiser asserted that even before November 2022, generators were not permitted in the side yard setback, as they were not included in the list of permitted items.

Town Attorney Doody noted that the original Site Plan was approved in November 2022, prior to the adoption of the Ordinance. The Applicant subsequently submitted amendments to that Site Plan, which were granted in 2024, after the Ordinance was in place. Ms. Chakas explained that the generator was shown on the Site Plan and Town Staff requested that it be removed from that document, as it could not be installed without a variance. The Applicant had removed the generator from the Site Plan in the interest of not delaying construction.

Nick Toreseo, builder for the Applicant, stated that when he began work on the project, there was significant work that went on between the original architect and the Town's Planning and Zoning Staff. The Applicant was granted an opportunity to begin interior demolition on the site. During that permitting process, the previous architect was asked to produce a Site Plan so work could continue. He characterized the issue with the inclusion of the generator on the Site Plan as a result of haste in attempting to move the project forward rather than a lack of transparency on the Applicant's part.

Mr. Toreseo added that only certain aspects of the Site Plan were required at that time, and

the architect's work was consistent with those requirements. He stated that other plans had already been submitted to the Building Department in advance of the Site Plan's submittal. The Applicant's team began work on the plans approved by the Building Department; however, upon inspection, they were directed to stop work and obtain current Site Plan approval.

Andrew Dunlap, architect for the Applicant, advised that he took over work on the project in 2023. When the project sought Site Plan approval, it was brought to the team's attention that the generator needed to be removed from the Site Plan because it was noncompliant. It was removed so the Applicant could obtain Site Plan approval and keep moving forward with the project, with the understanding that the Applicant would look for alternate areas where the generator could be placed and come back to seek a variance.

Mr. Dunlap continued that the team spent several months in discussion with Town Staff and the property owner to consider other locations where the generator could be placed. When they were unable to identify any areas, it was determined that the best location was the north side yard, which would require a variance request. He emphasized that the site constraints, including easements, approved permits, and work already done by contractors, made the proposed location the best option for the generator.

Mayor Miller asked who had directed the Applicant's team to remove the generator from the Site Plan. It was clarified that Mr. Long had advised them to remove it, as the Site Plan could not be approved with the generator shown in a location not compliant with 2024 Code. Mr. Dunlap stated that the Applicant's team had discussed the strategy of removing the generator from the Site Plan and then seeking a variance with members of the Town's Building Department.

Mayor Miller noted that the Applicant's team had proceeded with construction although they knew it would be necessary to seek a variance, and had understood that they may or may not receive that variance. Mr. Dunlap asserted that no construction related to the generator was done after it was removed from the Site Plan. The infrastructure related to the generator was previously put into place.

Mayor Miller asked who was responsible for drawing the plans that situated the generator. Mr. Dunlap replied that the generator was already shown in the proposed location when he joined the team in 2023. He was not aware of any issues related to the generator's location until the team was told to remove it from the Site Plan.

Commissioner Reiser requested clarification of when the lines were installed on the property. Mr. Dunlap replied that these were placed in 2023. Mayor Miller pointed out that she had been informed that the lines were installed in 2024 in response to an earlier question. Mr. Toreseo reviewed the timeline involving the installation of infrastructure

according to permitted plans, the meeting between the Applicant's team and Town Staff, and the removal of the generator from the Site Plan.

Mr. Long further explained that the original Site Plan, which was approved in November 2022, was still in effect until its amendment in May 2024. During that time, some of the Applicant's building permit sheets had been seen by the Planning and Zoning Department, while other permit sheets were reviewed by other disciplines. Some of the sheets included a notation for a proposed generator in slightly different locations on different documents. He emphasized that none of those building permits were generator permits.

Mr. Long continued that the Applicant did not request a generator permit until August 2024. He advised that the prior submittal of permit sheets that referred to a generator was confusing, and triggered Staff's meeting with the Applicant's team regarding the need for an amended Site Plan. The Applicant's team was informed that a variance request would be necessary if they wished to place a generator in the subject location. The Applicant's team chose to remove the generator from the Site Plan at that time.

Town Attorney Doody asked if a generator required a separate permit. Mr. Long confirmed this, clarifying that the Applicant may not obtain this permit unless the variance is granted.

Mr. Long explained that a Site Plan is the overall plan for the entire lot and what will be done on that lot. All subsequent permit requests to the Building Department must conform to that Site Plan. The building permit sheets do not always show the full lot, as they may be for specific items such as gas lines, the driveway, and other aspects of the site.

Vice Chair Ravanese requested clarification of when Mr. Long began working with the Town. Mr. Long replied that he began working with Hillsboro Beach in 2022, although CG&A has worked with the Town since early 2021 for planning consultant purposes.

Vice Chair Ravanese asked if the Applicant's submitted plans had indicated to Staff that they intended to place a generator on the site. Mr. Long replied that when Staff noticed the inclusion of a generator on the building permit sheets, they had initiated discussions with the Applicant regarding the need for a Site Plan Amendment.

It was observed that while the list of items permitted within side yard setbacks has never included generators, there was no specific prohibition of generators prior to the adoption of the Ordinance. Mayor Miller referred to Code Section 12-124(B), which stated that no items other than those listed would be allowed in the side yard setback. The same Section also includes Subsection 3, which refers to the Ordinance adopted December 1, 2022.

Vice Mayor Ravanese asked why Code would need to be amended to clarify the prohibition of generators when they are already not included in the list of the permitted items. He felt

this was sufficient information to prevent moving forward with a Site Plan that included a generator.

Ms. Chakas stated that when building permit drawings are submitted, they are returned to the Applicant with written comments from the various disciplines. The Applicant's team then responds to those comments in writing by correcting the plans or adding greater detail. She recalled that one comment provided by Staff requested that the Applicant show clearances related to generator exhaust and referenced the sheets that included the generator. The team revised their plans to show this additional detail as requested. The comment is included in the Applicant's backup materials.

Ms. Chakas continued that the Applicant had purchased a generator because they believed it was permitted. She noted that a master permit and several sub-permits were issued, including an underground gas line permit issued pursuant to Permit #22350744-1. The gas lines are intended to serve both outdoor and indoor kitchens on the subject property as well as the generator.

Tiffany Berch, Applicant, stated that she had not been privy to some of the technical information discussed at today's hearing. She emphasized that she had no intent of breaking any of the Town's rules, suggesting that the change in Town Ordinances may have contributed to misunderstandings related to plans for the property.

Ms. Chakas addressed Code Section 12-124, stating that some of the language referring to exceptions was added after permits had already been issued. Mayor Miller pointed out that the language was added to Code before the Applicant's amended Site Plan was submitted in 2024.

Town Attorney Doody requested clarification of the Applicant's legal position. Ms. Chakas replied that the Applicant feels there is a hardship; they also believe that the team relied on permits that were issued by the Town. She added that the Applicant's team was informed that Code had always been interpreted as not allowing generators; however, Code was then amended for greater clarity, which she felt acknowledged some type of prior ambiguity within Code.

Town Attorney Doody asked if the Applicant felt the amended Site Plan triggered compliance with the recently enacted Ordinance. Ms. Chakas stated that she did not believe this was the case.

Commissioner Reiser asked what would be involved in moving the generator pad and gas lines. Mr. Dunlap replied that the Applicant was unable to identify a suitable alternative location that complied with Code and met setback requirements. The house has already been constructed according to permits.

Commissioner Reiser requested clarification of the distance between the generator pad and the front yard. Mr. Dunlap replied that the house is set back 75 ft. from the center line of the roadway; there is a 30 ft. utility easement in the front of the site, which would not allow the pad to be moved closer than 30 ft. to the road. There is also an FPL transformer in the front yard and an existing sub-grade garage.

Mayor Miller asked if there is any other location on the property for the generator. Mr. Dunlap stated that neither the back nor the front of the house is suitable due to existing conditions involving the garage, driveways, and easement.

Mayor Miller asked why the generator could not be placed elsewhere on the site. Mr. Dunlap replied that the site has already been laid out due to existing conditions as well as the design submitted in 2022. Had there been plans in 2022 to locate the generator elsewhere, other aspects of the site could have been planned around it.

Mr. Dunlap addressed previous discussion of the generator permit, explaining that this permit is specific to the installation of a generator. Sub-permits associated with this item include the gas and electrical infrastructure which serve the generator. These sub-permits were approved and that infrastructure was installed.

It was noted that the gas lines are multi-functional and were not specifically approved for a generator alone. Mr. Dunlap stated that the diagram for the gas sub-permit showed a line from the gas line to a labeled generator as well as to other components of the property served by those lines.

Mayor Miller pointed out that the gas and electrical line permits are issued as long as the requests for them are compliant with Code. When a gas line permit is issued, it does not give permission to connect that line to any specific component. Mr. Dunlap stated that the permits allow the connection of the gas line to a point that is labeled on the plans, such as a kitchen or generator. Mayor Miller advised that securing this permit does not grant the authority to connect that line to an item in a location where it is prohibited by Code, nor does it allow the Applicant to place a generator without a permit.

Mayor Miller stated that when the gas lines were installed, the Applicant's team was aware that the generator was not allowed at the proposed location. Mr. Dunlap replied that this was incorrect, reiterating that this work was done in 2023 with documentation approved by Planning and Zoning. Mayor Miller pointed out that the Code Amendment prohibiting generators in side yard setbacks took effect in December 2022.

Mayor Miller requested clarification of the date on which the initial Site Plan was approved by the Town Commission. Ms. Chakas replied that this was November 2022, followed by

the Code Amendment in December 2022. The Applicant requested approval of the amended Site Plan, which removed the generator from the document, in May 2024.

Vice Mayor Ravanese commented that the Applicant chose not to seek a variance in 2024 until after the amended Site Plan was approved. Ms. Chakas confirmed this was correct, adding that it was the Applicant's team's opinion that they had permits to do the work. She reiterated that there was no requirement to show the generator's location on the original Site Plan.

Ms. Chakas characterized the issue as a unique situation, as permits were approved prior to the Town's Code Amendment specifically prohibiting generators in side yard setbacks. She suggested that there may have been confusion regarding what was allowed in the setback at the time plans for the project were reviewed.

Commissioner Reiser emphasized that prior to the December 2022 Ordinance, generators were not allowed in side yard setbacks, as they were not among the items listed as being allowed there. She felt the issue is one of transparency. Ms. Chakas asserted that the generator's placement was shown on their building permit drawings, which she characterized as a request.

Mayor Miller reviewed the timeline once again, reiterating that the December 2022 Ordinance further clarified the existing prohibition against generators in side yard setbacks. She pointed out that in May 2024, the Applicant was aware that they would have to request a variance in order to place the generator in the side yard. Ms. Chakas again stated that the variance is requested due to the hardship that re-installation of gas lines and relocating the generator would require.

At this time Mayor Miller opened public comment on the Item. As there were no individuals wishing to speak at this time, Mayor Miller closed public comment.

Commissioner Reiser asked if Town Staff had any additional comments regarding the Application. Mr. Long replied that variance applications are reviewed against the three required criteria in Code, which include yard requirements as well as hardships related to the specific property. Staff did not find that the Application met these criteria, as there were no unique circumstances related to the lot or the condition of the side yard.

Mr. Long added that when Planning and Zoning Staff reviews building permits, they do not necessarily know when construction on permitted items, such as the gas lines, will begin. This was one reason why Staff had contacted the Applicant and recommended a Site Plan Amendment, as the Site Plan is the governing document for the lot and all elements on it. These details cannot always be discerned from various building permit documents; however, they must be shown on the Site Plan.

Mayor Miller requested that the Town Attorney clarify the standard for granting a variance. Town Attorney Doody advised that variance criteria include both references to hardship as well as Code and yard requirements. He referred to the hardship criterion, which requires a property owner to show that their use of the land is affected by an unusual practical difficulty or hardship. The Board must be satisfied that granting the variance would not serve only as a convenience to the Applicant, but would alleviate some demonstrated and unusual hardship or difficulty that is unique to the property.

Motion made by Vice Chair Ravanese, seconded by Commissioner Reiser, to deny the variance request based on lack of hardship. In a roll call vote, the **motion** passed 4-1 (Commissioner Andreano dissenting).

II. ADJOURNMENT

Motion made by Vice Mayor Ravanese, seconded by Commissioner Reiser, to adjourn. In a roll call vote, the **motion** passed unanimously (5-0).

There being no further business before the Board of Zoning and Appeals, the meeting was adjourned at 10:44 a.m.

ADOPTED THIS _____ DAY OF _____, 2025.

By: _____
Dawn Miller, Mayor

ATTEST:

Sherry D. Henderson, CMC Town Clerk



MINUTES

TOWN OF HILLSBORO BEACH REGULAR COMMISSION MEETING

TUESDAY

JUNE 3, 2025

10:58 AM

CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE

Mayor Dawn Miller called the meeting to order at 10:58 A.M. Roll was called with the Commission members and staff present as listed below.

Town Commission:

Mayor Dawn Miller

Commissioner Vinnie Andreano

Commissioner Jane Reiser

Vice Mayor David A. Ravanese

Commissioner Heather Berman

Town Staff:

Town Manager William "Mac" Serda, ICMA-CM

Donald J. Doody, Town Attorney, Esq.

Town Clerk Sherry D. Henderson, CMC

APPROVAL OF AGENDA

Mayor Miller noted that two changes were proposed for today's Agenda:

- Christine Shaw, representative of Florida Power & Light will address the Commission instead of the presentation of the Town Investment Report
- The Site Plan Review under Item III will be heard at the beginning of today's meeting

Motion was made by Vice Mayor Ravanese, seconded by Commissioner Reiser, to make these two changes to the agenda. In a roll call vote, the **motion** passed unanimously (5-0).

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

The following Item was taken out of order on the agenda.

III. SITE PLAN REVIEW

A. 987 Hillsboro Mile, Hillsboro Beach, FL 33062

Authorized Agent for Property Owner is seeking Site Plan Approval

Owner: Mark & Tiffany Berch

Authorized Agent: Nectaria M. Chakas, Esq. / Lochrie & Chakas, P.A.

Staff: Graham Long, AICP, Senior Development Planner

Attorney Nectaria Chakas, representing the Applicant, recalled that at the Board of Zoning and Appeals meeting immediately preceding today's Town Commission meeting, a variance requested by the Applicant was denied. As a result, the Site Plan was withdrawn from consideration by the Applicant.

I. APPROVAL OF MINUTES

A. May 6, 2025 Board of Zoning & Appeals

B. May 6, 2025 Local Planning Agency Meeting

C. May 6, 2025 Regular Town Commission Meeting

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

II. PRESENTATIONS

A. Town Investment Report and Future Outlook

Presented by John Mousseau, Cumberland Advisors

It was noted that a presentation by Christine Shaw of Florida Power and Light (FPL) would be heard in lieu of the Town Investment Report and Future Outlook.

Ms. Shaw, External Affairs Manager for FPL, addressed the hurricane season, which began on June 1 and will end on November 30, 2025. This year is expected to have a very active storm season. In 2024, there were 18 named storms, three of which made landfall in Florida. FPL's territory was directly impacted by Hurricanes Helene and Milton. Restoration efforts for those storms brought approximately 20,000 individuals to Florida from other states to assist. Power was restored to roughly 95% of Florida customers in the three days following Hurricane Helene, while five days' restoration was required for Hurricane Milton.

FPL's commitment to its customers includes improved reliability and keeping utility bills as low as possible. They have made significant investments in the power grid and infrastructure to ensure that restoration can take place in days rather than weeks. These

include hardening lines and poles, undergrounding where possible, and regular vegetation maintenance.

Technology is another tool used to improve reliability. Instead of waiting for individuals to visually assess damage to equipment or infrastructure following a storm, FPL can now remotely assess locations where there may be infrastructure issues.

Once the initial assessment is complete, restoration efforts typically begin within 24 hours of the storm's passage. These include ensuring the function of power plants and substations. Broward County provides FPL with a critical infrastructure list, including hospitals, Fire and Police services, 911 centers, and similar facilities. Once these are addressed, FPL focuses on major roadways to gas stations, grocery stores, pharmacies, and other essential services. The next area of focus is restoring power to neighborhoods.

FPL prepares for hurricanes and other storms on a year-round basis. They encourage municipalities and residents to develop their own storm plans in advance of actual storm events. This includes securing supplies and documentation as well as awareness of evacuation routes, flood zones, and shelters, including shelters for individuals with special needs and/or pets. Households are encouraged to sign up for these shelter spaces in advance of storms.

FPL's Storm Center provides information for residents and businesses before, during, and after storms. It also has information on outages and restoration times outside storm events. Additional communication tools for FPL customers include social media, as well as updates with local news outlets.

IV. ORDINANCES – Public Hearings

A. Ordinance No. 2025-02

Maintenance of the Right of Way Landscaping

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER 12 ENTITLED "LAND DEVELOPMENT CODE", BY SPECIFICALLY AMENDING SECTION 12-399 ENTITLED "MAINTENANCE OF LANDSCAPED AREAS"; PROVIDING FOR MAINTENANCE OF LANDSCAPED AREAS ADJACENT TO STATE HIGHWAY A1A; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

Town Attorney D.J. Doody read the Ordinance by title only.

At this time Mayor Miller opened the public hearing, which she closed upon receiving no input.

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

V. RESOLUTIONS & CONTRACTS

A. Resolution 2025-21

Resolution of the Town Commission of the Town of Hillsboro Beach, Florida Approving and Authorizing the Appropriate Town Officials to Execute the Professional Services Agreement Between the Town of Hillsboro Beach and Rob O'Neill, as Chief of Police.

Mayor Miller noted a change to Resolution 2025-21: remove paragraph 6.1.3, provision #6 from the document.

Motion made by Vice Mayor Ravanesi, seconded by Commissioner Reiser, to amend the Resolution as stated. In a roll call vote, the **motion** was carried unanimously (5-0).

Town Attorney Doody read the Resolution by title only.

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

The full Commission recognized and thanked Chief O'Neill for his service and congratulated him on his elevation to the role of Police Chief.

B. Resolution 2025-22

Resolution of the Town of Hillsboro Beach Town Commission Accepting DB Ecological Services, Inc. Proposal for Post-Construction Shorebird Monitoring Surveys, and Authorize the Appropriate Town Officials to Execute Agreement for Professional Services Not to Exceed \$29,700.00

Town Attorney Doody read the Resolution by title only.

Mayor Miller noted that this monitoring is required for two years following beach renourishment.

Town Manager Mac Serda recognized the efforts of Procurement Manager Donna Rockfeld in ensuring understanding of what is required of the Town and reducing the

Resolution's scope of services. This saved the Town approximately \$9,000 in total expenses. The Town Engineer was also instrumental in clarifying the scope of work.

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

VI. CONSENT

1. CG&A #1828717 April 2025 \$37,469.78
2. GCDE #71445 May 2025 \$6,249.75 (General Matters)
3. GCDE #71448 May 2025 \$360.00 (adv. RCrusco, CDoherty ORD 2024-06)
4. GCDE #71447 May 2025 \$90.00 (UD Dept HUD - Foreclosure)
5. GCDE #71446 May 2025 \$390.00 (RCrusco, CDoherty ORD 12-269)
6. GCDE #71449 May 2025 \$459.80 (RCrusco, CDoherty Rezone Chng/Approval)

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

VII. STAFF UPDATES

A. Police Department

Rob O'Neill, Interim Police Chief

Police Chief Rob O'Neill thanked the Commission and Staff for their confidence in him and in his team. He reported that field training is now complete for the Police Department's newest Officer, who will serve primarily as a Marine Unit Officer as well as other functions.

Two significant emergency responses occurred in April 2025, both of which involved open water drowning reports. Neither event resulted in loss of life.

It was noted that several traffic flags have been deployed at a key intersection to help slow traffic and call attention to pedestrians. Chief O'Neill emphasized that this is addressed regularly at the Town's Coffee with a Cop events.

It was also mentioned that pending legislation may prohibit the Marine Unit from stopping vessels and/or conducting safety inspections in the absence of violations. This legislation has not yet been signed into law by the Governor.

B. Building Department

George Folles, Building Official, CG&A

Building Official George Folles reported that both Related Group parcels are proceeding with construction as well as inspection by both the Special Inspector and Town Inspectors. The Building Department is reviewing the requested revisions. Inspections are up to date.

Mr. Folles gave a PowerPoint presentation on Broward County's Building Safety Inspection Report, which is intended to ensure that building structures are safe for continued use under present occupancy. Broward and Miami-Dade Counties have required 40-year inspection reports for over 25 years. The Florida Building Code now requires subsequent building safety and inspection reports after the initial 25 years of a building rather than 40 years, recurring in 10-year intervals thereafter. The reports are based on the age of the building as dated from its Certificate of Occupancy (CO).

Hillsboro Beach's permit fee for each Building Safety Inspection Report is \$350. All buildings that participated in the prior 40-year Building Safety Inspection Report program are deemed compliant with the Milestone Report, as the Town's report is more restrictive than the state's report.

The Building Safety Inspection Report is conducted by an independent architectural firm which is licensed for structural and electrical inspections. The owner or agent of the building is responsible for submitting the report. Occupied buildings or structures with a gross floor area of 3,500 sq. ft. or more are required to take part in the Building Safety Inspection Report program. Single-family and two-family dwellings are not required to participate.

Each Broward County municipality receives a list of properties due for 25- or 10-year inspection reports in June of each year. From June through August, the Town's Building Department notifies each building owner or association by certified mail that their properties are due for inspection reports. Within 90 days of receiving this notice, the owner or association must have an engineer or architect complete the Building Safety Inspection Report and submit it to the Building Department for review. The Building Official must be notified of any life safety issues no more than 10 days after the inspection has been carried out.

If repairs are required, the owner or association has 180 days from the date of the inspection report to complete these repairs. Failure to submit the report gives the Building Official the right to send a copy of the notification to the Special Magistrate. If repairs are required, a building permit must be separately acquired for each discipline by a licensed general contractor. Permit fees for work are separate from the cost of repairs in accordance with the Town's permit fee schedule and are based on the price of the job.

If repairs cannot be completed within 180 days, the Building Official must be notified, and permits must be extended. After all repairs are completed, a new Building Safety Inspection Report must be completed and submitted to the Building Department for review.

Following the Champlain Towers condominium collapse in the City of Surfside in June 2021, the state of Florida enacted the Milestone Report, which required all condominiums and cooperative buildings with three or more stories to have a licensed engineer or architect perform required inspections. An initial Milestone Report was required by December 31, 2024.

Mr. Folles emphasized that Florida's Milestone Report is based on the number of floors in a building, while Broward County's Building Safety Inspection Report is based on square footage. A building with two floors but over 3,500 sq. ft. is required to submit a Building Safety Inspection Report. Additional information on these programs is available through the Building Department or its website.

Commissioner Reiser requested clarification of whether the report schedule is based on a building's proximity to the ocean. Mr. Folles advised that the Milestone Report addresses condominium buildings of three or more floors located three or fewer miles from the ocean. Broward County's Building Safety Inspection Report is required for any building that meets the size requirement.

Town Manager Mac Serda clarified that if a building's submission of a report is late, but that building demonstrates that it is working toward compliance and there are no life safety issues, the building is unlikely to be closed. Mr. Folles emphasized the importance of ongoing communication between a building and the Building Department.

Commissioner Reiser asked if there is a backlog of buildings seeking to secure an engineer of record to perform their reports. Mr. Folles confirmed that this is likely, as the entire state of Florida now requires the submittal of Milestone Reports in accordance with that program. It is no longer just for Broward and Miami-Dade Counties.

C. Code Compliance

Bernard Pita, Code Compliance Supv, CG&A

Code Compliance Supervisor Bernard Pita reviewed cases currently going through the Special Magistrate process, including a building inspection report that has not been submitted, a property maintenance case involving a parking lot, a nuisance report, and a renovation awaiting permits. There are no new items in this month's report.

Mr. Pita advised that he has noticed gravel on the roadway at a property that has committed repeat offenses, and he will reach out to a representative of that property. He has also reviewed turtle patrols and found lighting to be compliant. Surveyors have not expressed any major concerns.

VIII. TOWN MANAGER REPORT

A. Update on Bocce Court Construction Project

Mr. Serda advised that construction of the bocce court is complete except for the installation of pavers. The Town's outside design consultant will work with Town Staff to select the color and style of these pavers, which will be delivered within approximately two weeks.

B. Update on Town Hall Window Treatment & Interior Painting Project

Beginning later this week, Staff will remove the window treatments throughout Town Hall and replace them with sunshades. The interior of Town Hall will also be repainted using the same color as the exterior. No further changes are planned currently.

The Town recently received an invoice for a binding cost estimate from FPL. This gives the utility the approval and financial commitment for them to review interim designs and provide the cost of burying utility lines. The length of this project has not yet been finalized due to cost increases, and the beginning and end points of the project have not been determined. Once this information is available, easement agreements may be sought for the affected parcels, followed by the procurement and construction processes. The cost of related parking enhancements at Town Hall will come before the Commission for approval.

IX. TOWN ATTORNEY REPORT

None.

X. TOWN COMMISSION COMMENTS/REPORTS

Commissioner Reiser stated that the Condominium Board is scheduled to meet on June 19, 2025. Items covered at that meeting will include discussion of condominium association assessments, maintenance, and reserves.

Commissioner Reiser advised that a property north of 1117 Hillsboro Mile, although not developed for building, has been landscaped and provided with irrigation. She complimented this property on its adherence to the Town's maintenance requirements.

XI. PUBLIC COMMENTS

At this time Mayor Miller opened the public hearing, which she closed upon receiving no input.

XII. ADJOURNMENT

Motion made by Vice Mayor Ravanese, seconded by Commissioner Berman, to adjourn. In a roll call vote, the **motion** passed unanimously (5-0).

The meeting was adjourned at 11:57 a.m.

ADOPTED THIS _____ DAY OF _____, 2025.

By: _____
Dawn Miller, Mayor

ATTEST:

Sherry D. Henderson, CMC Town Clerk



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

JUNE 3, 2025

Regular Commission Meeting

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



Florida Power & Light Hurricane Season Overview

Christine Shaw
External Affairs Manager - North Broward
Florida Power & Light Company

As America's largest electric utility, Florida Power & Light Company serves more customers and sells more power than any other utility

43 counties served

35,550 square miles

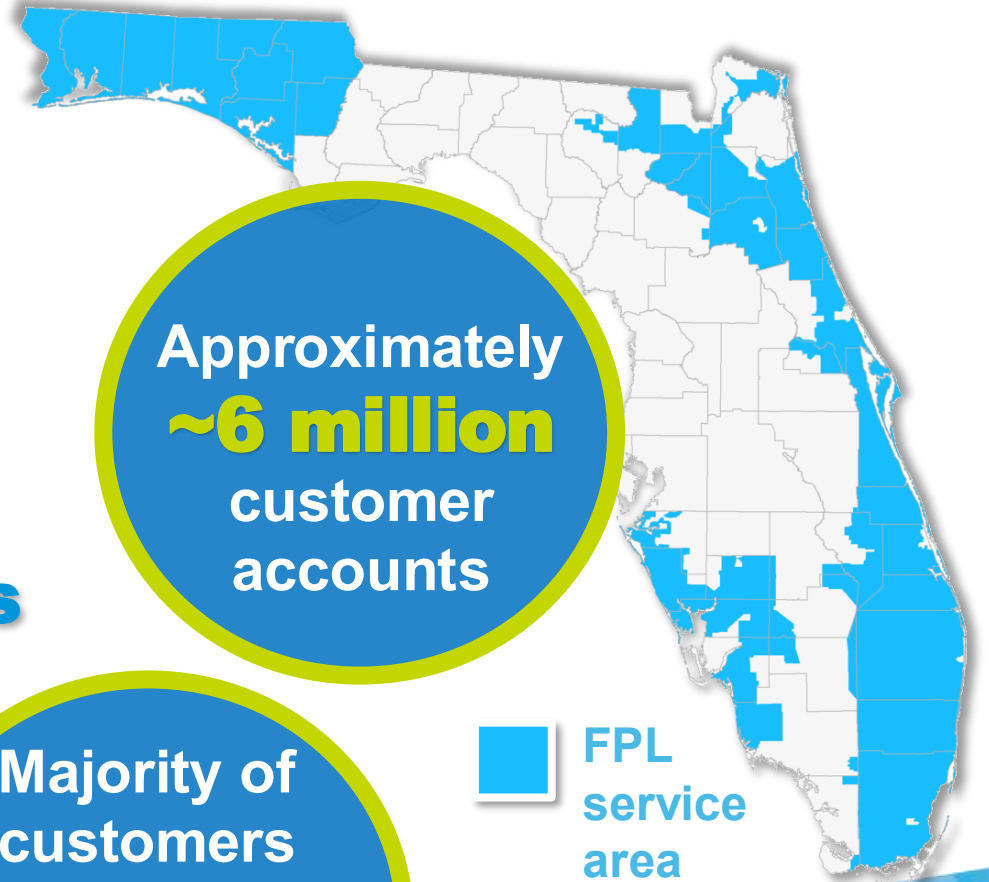
81,823 miles of distribution lines

9,537 miles of transmission lines

1.4 million poles

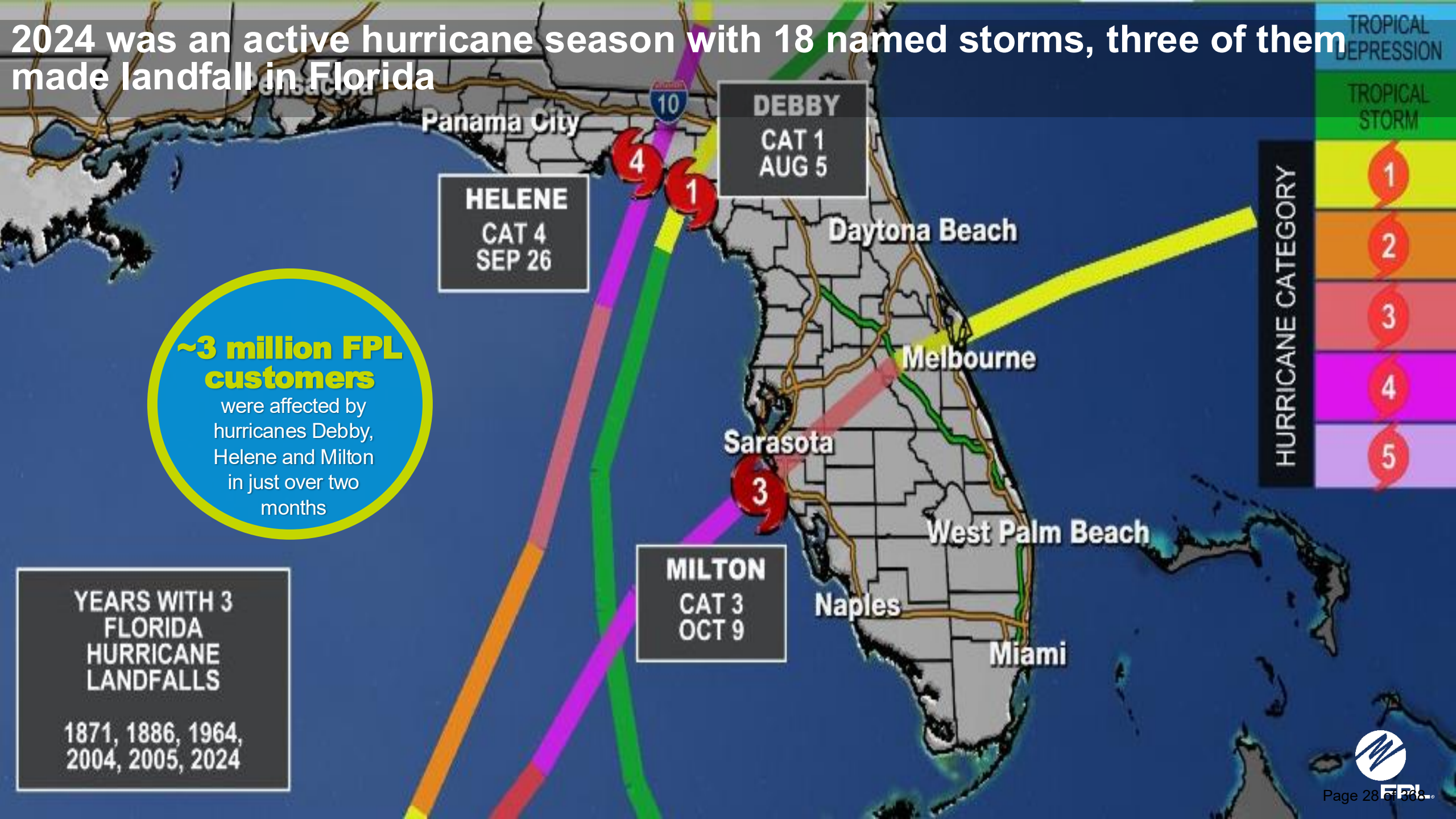
1.15 million transformers

921 substations



Approximately
~6 million
customer
accounts

Majority of
customers
live within
20 miles
of the coast





Crews worked safely and as quickly as possible following each storm

Restoration
workforce of
**>20,000 men
and women**
combined for
both storms

Essentially
restored in **3**
days after
Helene

Essentially
restored in **5**
days after
Milton



We also were quick to support our neighbors in need outside of Florida

July
**Hurricane
Beryl**
Texas

September
**Hurricane
Francine**
Louisiana

October
**Hurricane
Helene**
Georgia

FPL sent nearly 900 contractors to various events, including winter storms and hurricane restoration efforts, totaling approximately 162,000 working hours

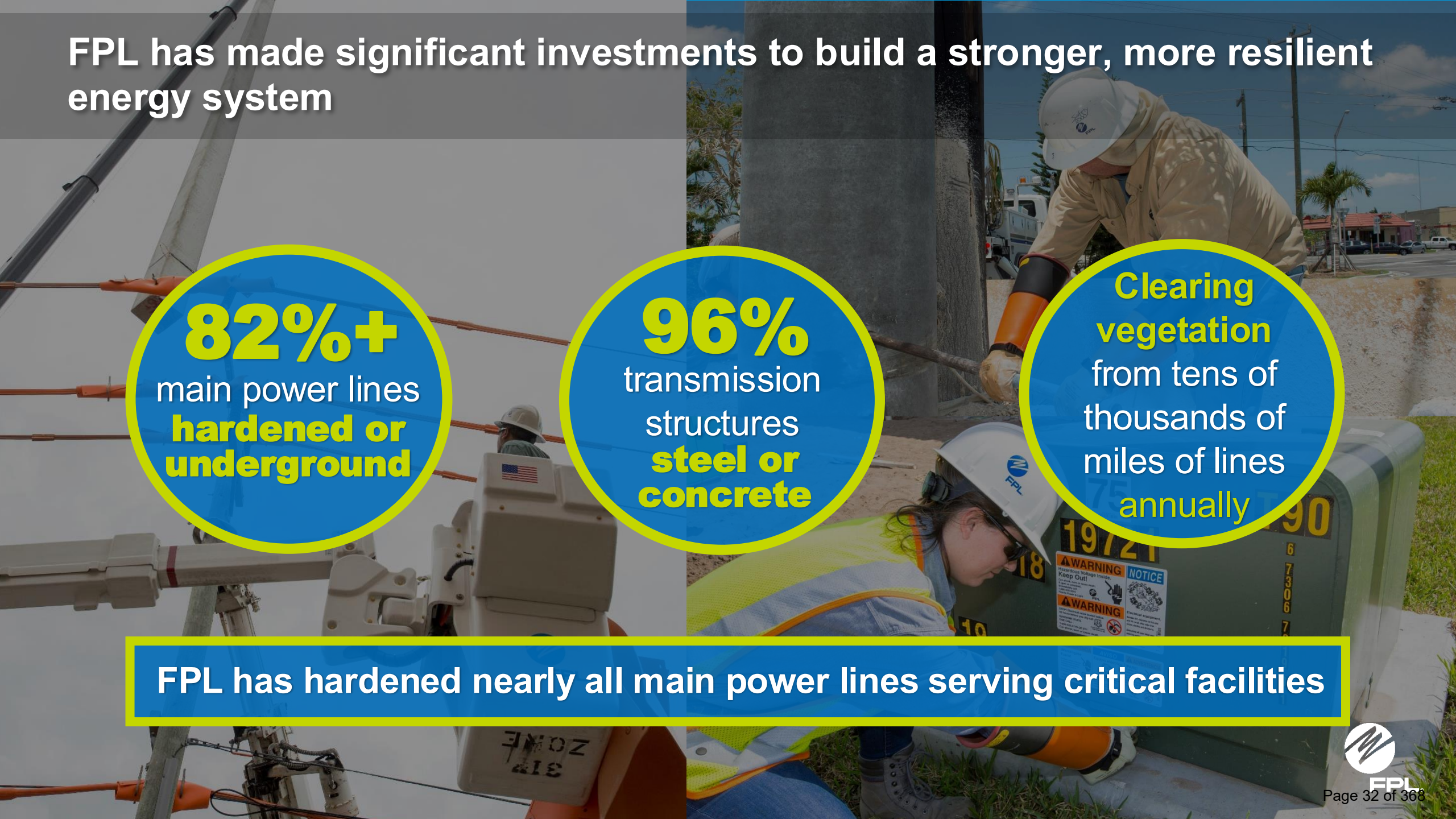


FPL delivered best overall service reliability in company history in 2024

Improved
overall
reliability by
40%
in past two
decades



FPL



FPL has made significant investments to build a stronger, more resilient energy system

82%+
main power lines
**hardened or
underground**

96%
transmission
structures
**steel or
concrete**

**Clearing
vegetation**
from tens of
thousands of
miles of lines
annually

FPL has hardened nearly all main power lines serving critical facilities



Smart grid technology prevents outages and allows us to restore power before it's safe to deploy crews

- ▶ Deployed **6 million** smart meters
- ▶ Installed **227,000+** intelligent devices
- ▶ Established **multiple diagnostic centers**
- ▶ Helps keep bills as low as possible

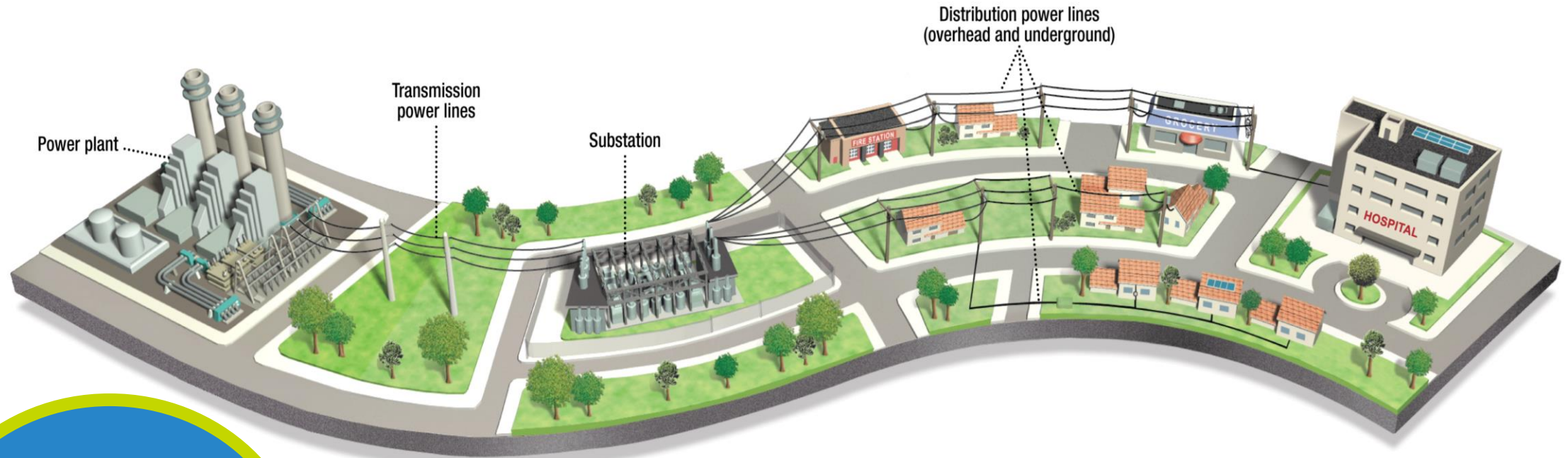
Drones survey damage faster and pinpoint where to send crews



- ▶ Provide a **bird's-eye view** of storm damage
- ▶ **Quickly share information** and video with our restoration teams
- ▶ **Pinpoint** where to send crews in the field
- ▶ First storm deployment of **FPLAir One fixed-wing drone** during Hurricane Ian in 2022



After a storm, FPL restores power safely and quickly with efficient storm recovery process



Safety is always FPL's **top priority**, we urge customers to make it their top priority, too

WEST PALM BEACH, FL
DOT 413426FL

Clean Biodiesel



FPL partners with local leaders to identify critical infrastructure

FPL works with local leaders to designate major hospitals and 911 centers as **critical infrastructure functions** for priority restoration

- ▶ County emergency management identifies further **critical infrastructure functions**
- ▶ Balance **critical functions** and **customer needs**
- ▶ Focus on **restoration priorities** that bring communities back faster



A photograph of a white FPL Mobile Command Center truck at night. The truck has a large blue section on its side with the words "Mobile Command Center" in white. In the background, another truck with a bucket is working on power lines, and palm trees are visible. The scene is illuminated by streetlights and the truck's own lights.

FPL has a proven plan and experienced team

**Year-round
preparations**
for storms and
other emergencies

Annual
**storm
drill**

Mobile
Command
Center



Storm activation typically begins 96 hours pre-landfall

- ▶ **Activate** the storm organization
- ▶ **Analyze** damage forecasts
- ▶ **Assemble** the restoration team
- ▶ **Contact** suppliers and vendors
- ▶ **Communicate** to customers and stakeholders



Preparing now – before a hurricane forms or threatens Florida – will make a meaningful difference in how we recover together

A woman with long brown hair, wearing a white t-shirt and dark pants, is sitting outdoors on a lawn, reading a newspaper. In the background, there is a portable generator and several large batteries. A large blue circle with a yellow border is overlaid on the image, containing the text 'FPL urges customers to be prepared and have a storm plan'.

FPL urges
customers to
be prepared
and **have a**
storm plan

For tips on how to prepare for hurricane season, visit [FPL.com/Storm](https://www.fpl.com/storm)



FPL's Storm Center serves as a resource to help customers prepare



FPL

Services

Explore

Support



Log In

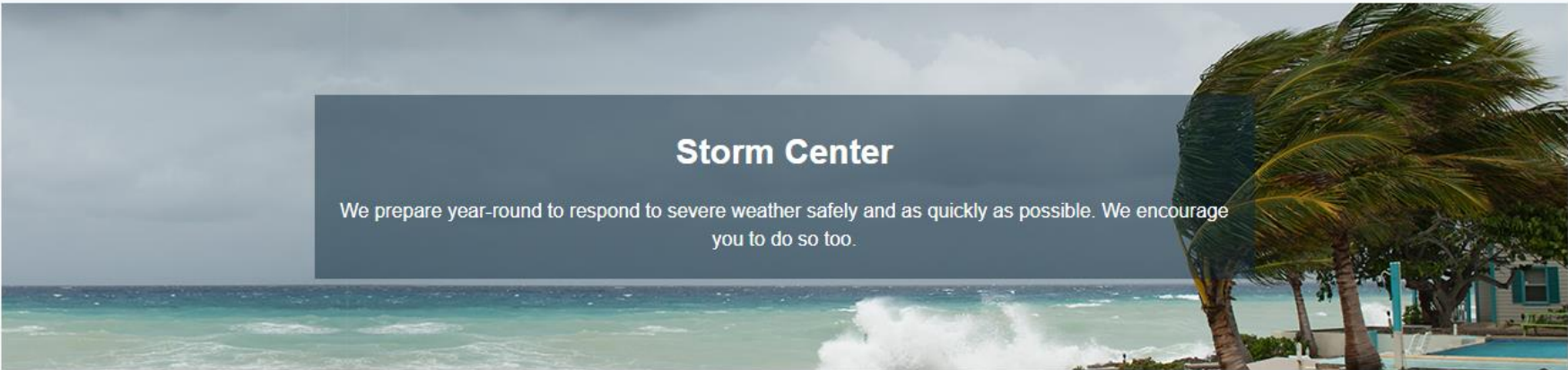
User ID

Password

LOG IN

Remember my user ID ☐

Forgot [Email/User ID](#) or [Password?](#) | [Register](#)



Storm Center

We prepare year-round to respond to severe weather safely and as quickly as possible. We encourage you to do so too.



Outage information

Report issues or check the status of an outage.

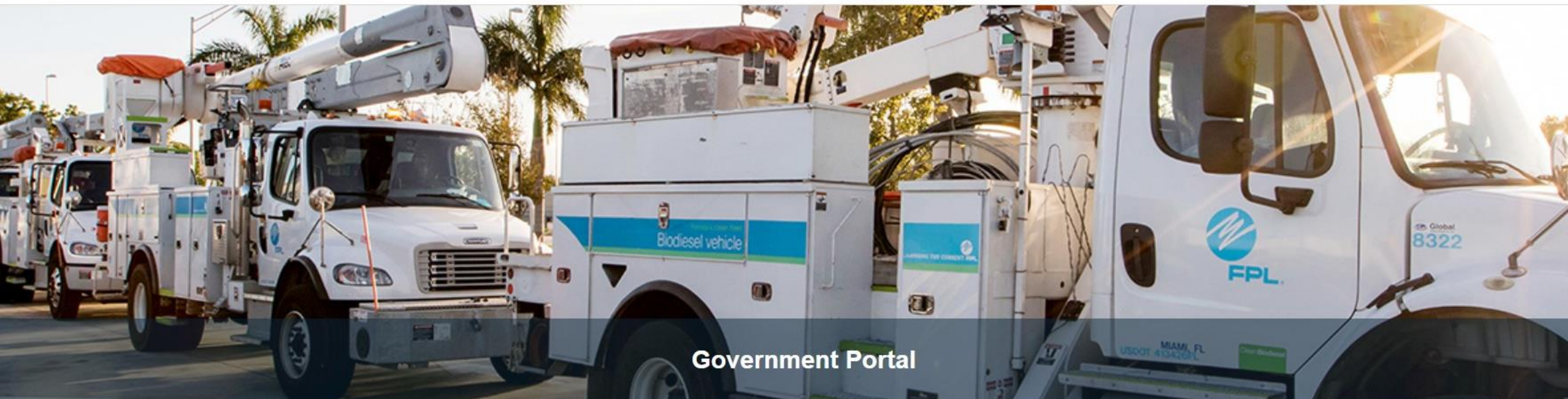


Storm preparation

Find resources to help you get ready before a storm hits.



FPL's Government Portal serves as a resource to help our stakeholders prepare



Government Portal

Statewide Information

- [Latest Updates](#)
- [News Releases](#)
- [Customer Outages](#)
- [Critical Infrastructure Facilities](#)

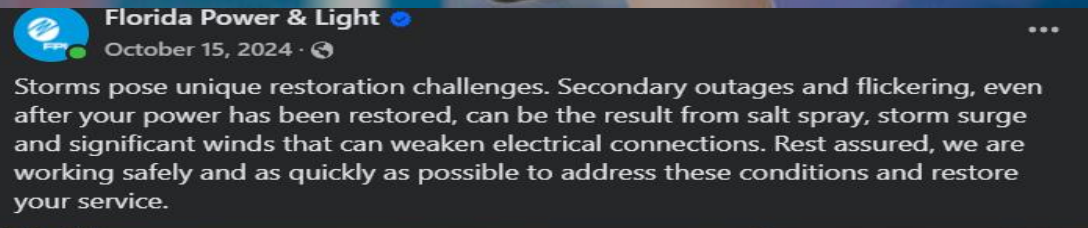
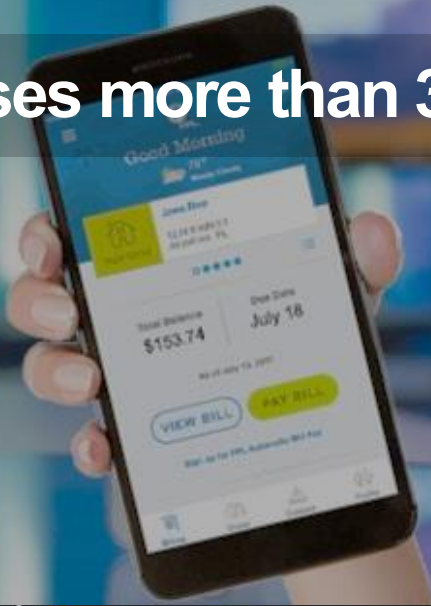
Quick Links

- [Report an Outage in FPL Region](#)
- [Report an Outage in FPL Northwest FL Region](#)
- [Storm Center](#)
- [Storm Center for FPL Northwest FL Region](#)
- [Local Governmental Contacts](#)
- [Report a Pole/Wire Down](#)

County Information



FPL uses more than 30 channels to interact with customers



Multi-faceted approach to keep customers informed includes:

- ▶ Outreach
- ▶ Advertising
- ▶ Website and App
- ▶ Automated Calls
- ▶ Customer Care Center
- ▶ Email
- ▶ Social Media
- ▶ Traditional Media



The circumstances may change; FPL's commitment does not

FPL works
24/7
until
**all customers
are restored**



FPL



FPL®

RECEIVED

MAY 28 2025

Sherry D. Henderson

From: Mac Serda <mserda@townofhillsborobeach.com> on behalf of Mac Serda
Sent: Wednesday, May 28, 2025 4:01 PM
To: Dawn Miller; David A. Ravanese; Vinnie andreano; Jane Reiser; Heather Berman
Cc: Sherry D. Henderson
Subject: FW: The Related Project: Noise, traffic, and non-permitted work.
Attachments: IMG_1235.MOV

Good afternoon and FYI,

I am sharing an email from Laura Fish, a resident of the Windsor, and have included the video she sent. She references pictures, but they were not attached.

The sidewalk referenced can have spider cracks during construction, but any tripping hazards will be repaired.

I have building inspectors going onsite for the next concrete pour to ensure work is isolated to what is required, but the contractor has responded they have not had crews working beyond what was approved by the Town.

Thank you,
Mac

From: Mac Serda <mserda@townofhillsborobeach.com>
Sent: Monday, May 26, 2025 8:48 AM
To: 'Laura Fish' <fishonthemile@gmail.com>
Cc: Sherry D. Henderson <shenderson@townofhillsborobeach.com>
Subject: RE: The Related Project: Noise, traffic, and non-permitted work.

Good morning Laura,

Thank you for your email. While no pictures were attached, I did see the 6-second video. The footage did not indicate any immediate traffic concerns, though I understand your frustration with the disruptions caused by trucks entering parcels throughout town. As with commercial and garbage hauling trucks, slower-moving or stopped vehicles can understandably cause delays and frustration to those of us affected. I will personally assess the traffic flow at the Rosewood site during the week and will also direct police to review the maintenance of traffic in the area.

I appreciate your recognition of the complexity of traffic patterns along A1A. Pedestrians and drivers alike expect uninterrupted movement, creating a difficult balance. If trucks wait for pedestrians, traffic backs up, affecting access to condo entryways. Conversely, if trucks are expedited into the Rosewood site, pedestrians must wait. While there is no perfect solution, I will ensure that a reasonable balance is maintained.

Regarding the sidewalk, thank you for bringing this to my attention. While it is likely to experience cracks during construction, I want to ensure pedestrian access remains as unobstructed as possible during the process. Rest assured the sidewalk will be fully restored at the construction completion.

You also raise an important point about verifying activity occurring outside normal construction hours. I will have our building team review this to confirm compliance with approved work parameters.

Finally, to clarify your last point, the county does not impose a 35-foot height restriction—this is part of the Town code. However, the project has received approvals from all relevant regulatory agencies, including Broward County.

Thank you for the email me and your interest in the Town's activity.

Mac Serda
Town Manager
Hillsboro Beach
Ofc: 954-427-4011

-----Original Message-----

From: Laura Fish <fishonthemile@gmail.com>
Sent: Saturday, May 24, 2025 10:55 AM
To: Mac Serda <mserda@townofhillsborobeach.com>
Cc: Sherry D. Henderson <shenderson@townofhillsborobeach.com>
Subject: The Related Project: Noise, traffic, and non permitted work.

Hi Mac, I hope this note finds you well.
I would like this email and your reply to be "on the record", please and thank you.

This past week's concrete pour (and other previously approved and designated concrete pours) that I understand were given 'exception permits' based on the Related Groups' stated 'safety concerns' to start at 4am, are quite loud, quite bright, and quite dangerous. I can only speak to the 6:15- 8:45 am conditions that bring local vehicular traffic to a standstill while the project's work trucks are accommodated first*- causing blocked exits and entires into the neighboring driveways along with dangerous sidewalk traffic between workers and pedestrians where during early morning walks, I and my neighbors have had to step off the crumbling sidewalk, into the street, to avoid workers standing or gathering.

* I, along with my neighbors, would like the project's truck traffic, be required to follow the same traffic laws the residents follow. When the coast is clear, they may proceed. The residents do not appreciate the special treatment they have been given at our expense. Our time is equally as important as theirs. Please confirm this will happen.

The other reason for the email is to request that the town look into the probability that the 4 am special approvals of the project's concrete pours that were regrettably approved by our commissioners are blatantly being taken advantage of.

Based on the attached pictures (I have more) of this past week's concrete pour on the north west side of the property, it looks like ALL areas of the property on both sides, unrelated to the unfortunate approved early concrete pours, were fully staffed with workers running equipment, and causing additional noise and unnatural lighting. I am unaware that this was also approved by the commissioners. Please advise.

Side note and question: Does this project even have Broward County's approval to build above the 35 foot zone?? I believe they are still in court, but the Commissioners are allowing the project to move forward? Please advise.

Looking forward to your comments, reply, and proposed actions.

Sincerely, Laura Fish
Hillsboro Windsor.

>
>

RECEIVED

MAY 28 2025 *SH*

Sherry D. Henderson

From: Laura Fish <Laura.f@springfootwear.com> on behalf of Laura Fish
Sent: Wednesday, May 28, 2025 10:42 PM
To: Mac Serda
Cc: Sherry D. Henderson
Subject: Workers parking and getting dressed in Windsor parking lot

Not happy that I asked them to leave- so they didn't- until they did- 30 minutes later.
I have not seen them again but wanted this to be on the record.



stat.
RECEIVED
MAY 28 2025



St.

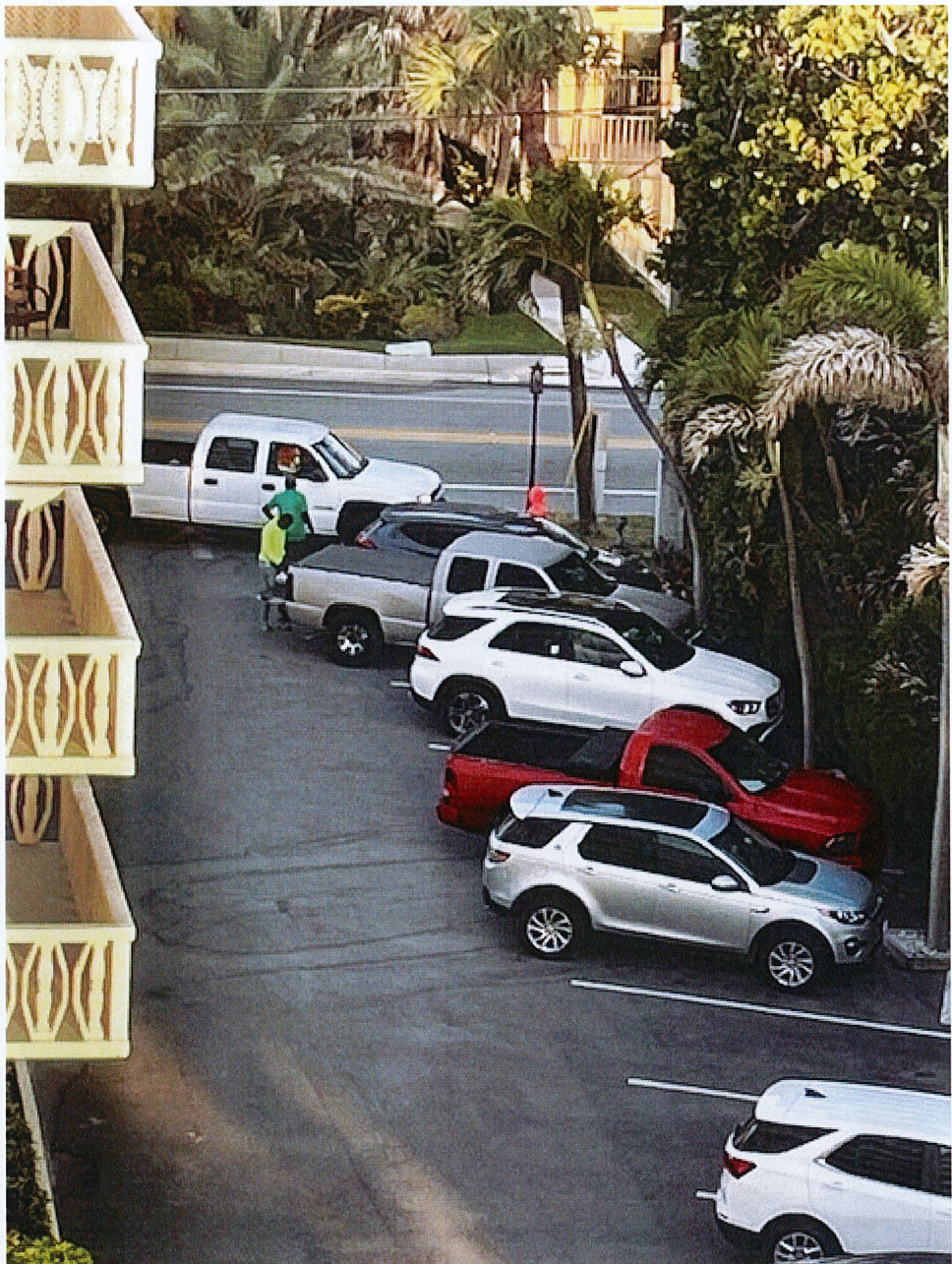
RECEIVED

MAY 28 2025

RECEIVED

MAY 28 2025

Stt.



Sent from my iPad

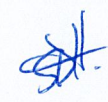
MAY 28 2025

Sherry D. Henderson

From: Laura Fish <fishonthemile@gmail.com> on behalf of Laura Fish
Sent: Wednesday, May 28, 2025 10:36 PM
To: Mac Serda
Cc: Sherry D. Henderson
Subject: Workers part 1 - non permitted hours of work.
Attachments: IMG_1225.JPG; Untitled attachment 01295.txt; IMG_1226.JPG; Untitled attachment 01298.txt; IMG_1227.JPG; Untitled attachment 01301.txt; IMG_1228.JPG; Untitled attachment 01304.txt

Workers busy before permitted hours.
For the record.

>
>
>

 **RECEIVED**
MAY 28 2025



SH

RECEIVED

MAY 28 2025



Sherry D. Henderson

From: Laura Fish <Lauraf@springfootwear.com> on behalf of Laura Fish
Sent: Wednesday, May 28, 2025 10:29 PM
To: Mac Serda
Cc: Sherry D. Henderson
Subject: Workers part 2

SH
RECEIVED
MAY 28 2025

Workers on unrelated parts of the project during early a.m. cement pour

[cid:fbe91aa2-df77-43d0-8ea3-132b0d896315@namprd22.prod.outlook.com]

[cid:5887cb15-986b-4d99-a031-ea3d9b2c625b@namprd22.prod.outlook.com]

Sent from my iPad



SH

RECEIVED

MAY 28 2025

S.H.

MAY 28 2025



<IMG_1232.MOV>

-----Original Message-----

From: Laura Fish <fishonthemile@gmail.com>

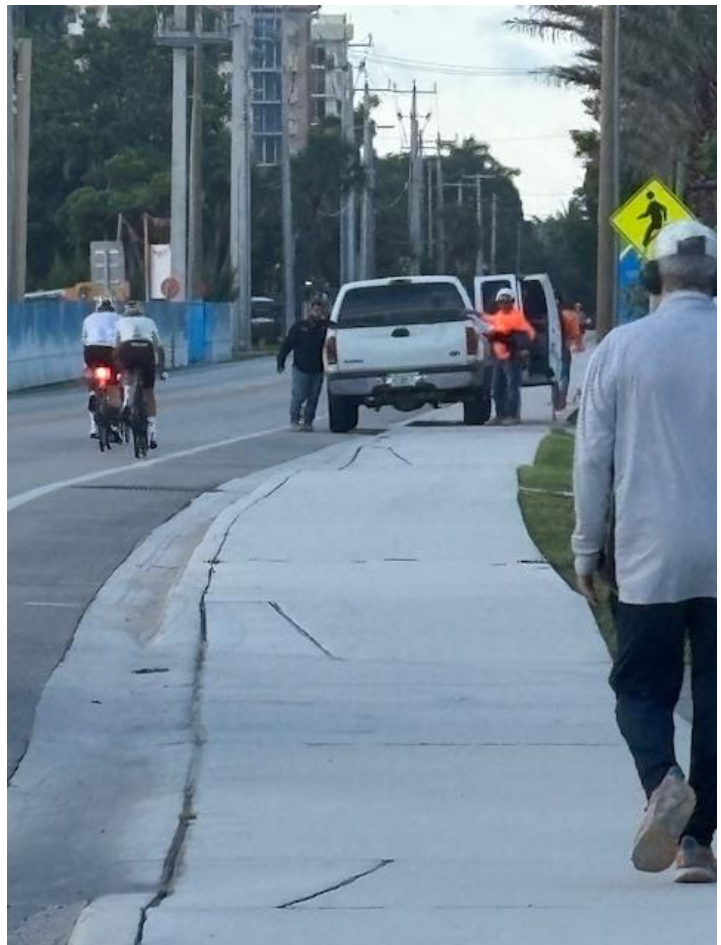
Sent: Thursday, June 19, 2025 7:16 AM

To: Mac Serda <mserda@townofhillsborobeach.com>

Cc: Sherry D. Henderson <shenderson@townofhillsborobeach.com>

Subject: More blocking. Not acceptable

Water unloading blocking us from walking and riding. They are getting very brazen doing what they want. Please add this to the record and the previous email as well.





TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: Town Investment Report and Future Outlook
Presented by John Mousseau, Cumberland Advisors

Submitting Dept: Town Clerk, Sherry Henderson, Town Clerk

Agenda Date: July 1, 2025

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

[ALTERNATIVE_ACTION]

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. Town of Hillsboro Beach_John Mousseau 2025 (1)



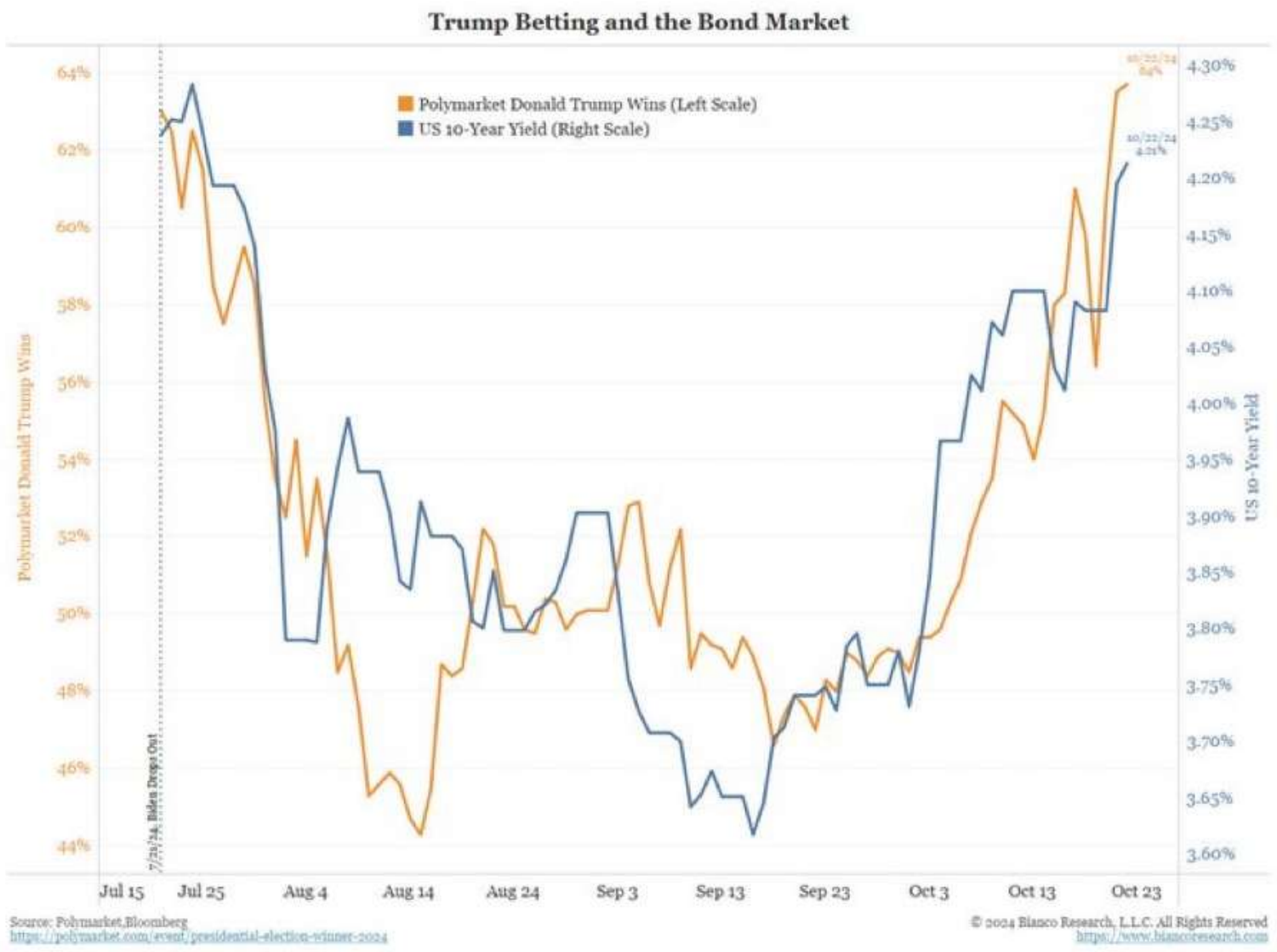
CUMBERLAND
— ADVISORS —

Town of Hillsboro Beach

6-3-25



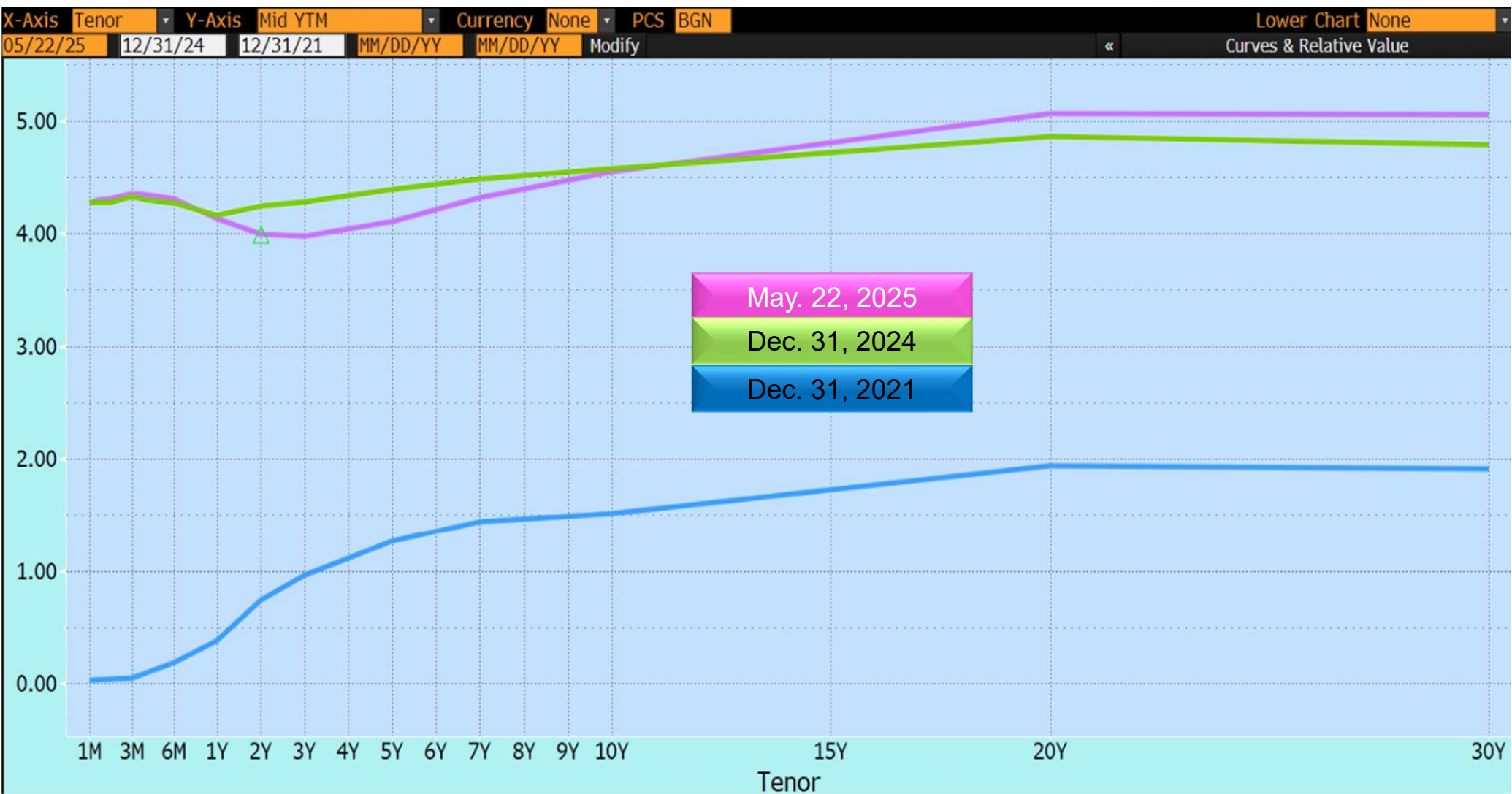
Trump Betting and the Bond Market



Courtesy of Bianco Research, LLC



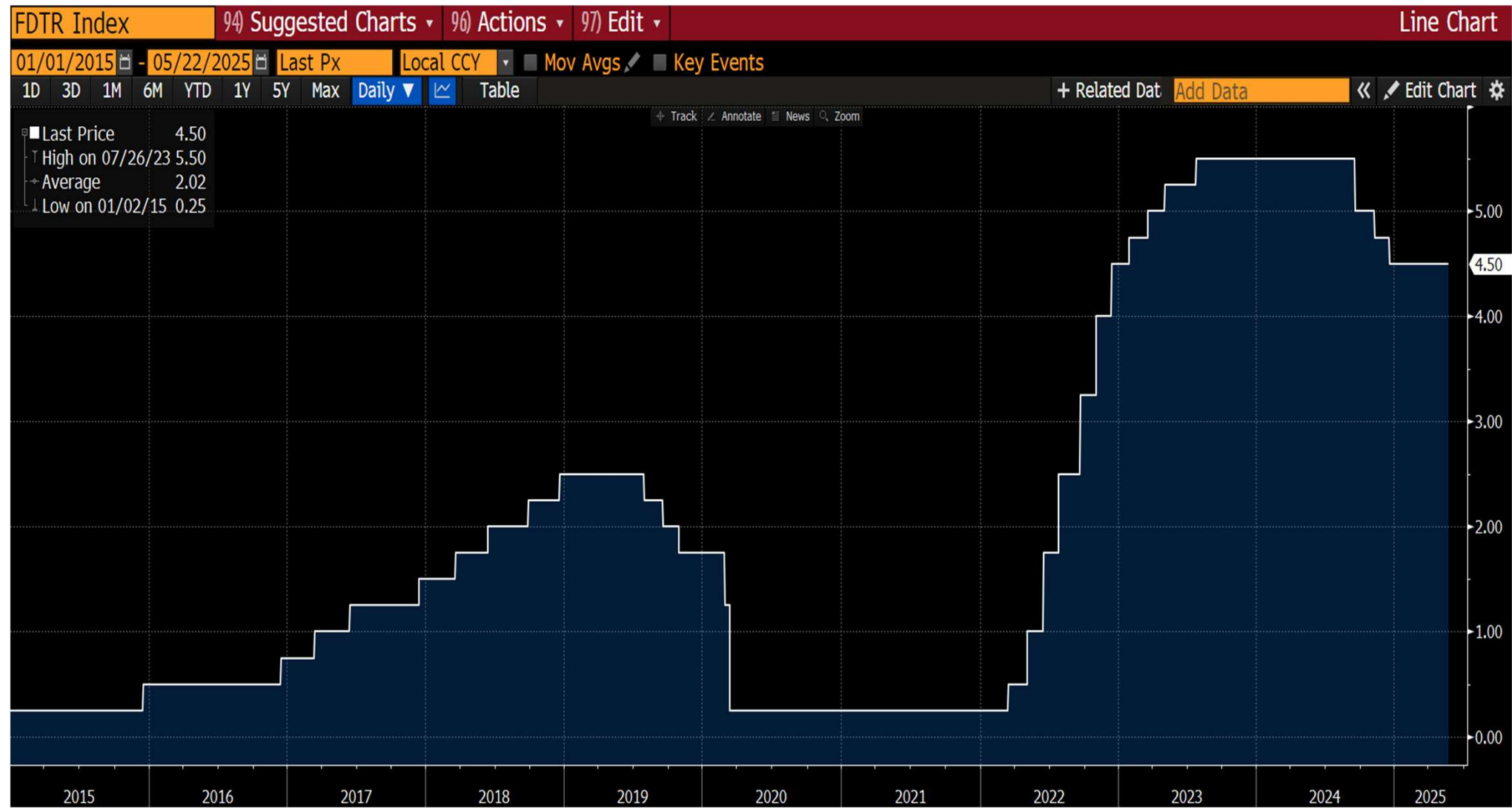
Treasury Yield Curves 2021 to Now



Source: Bloomberg



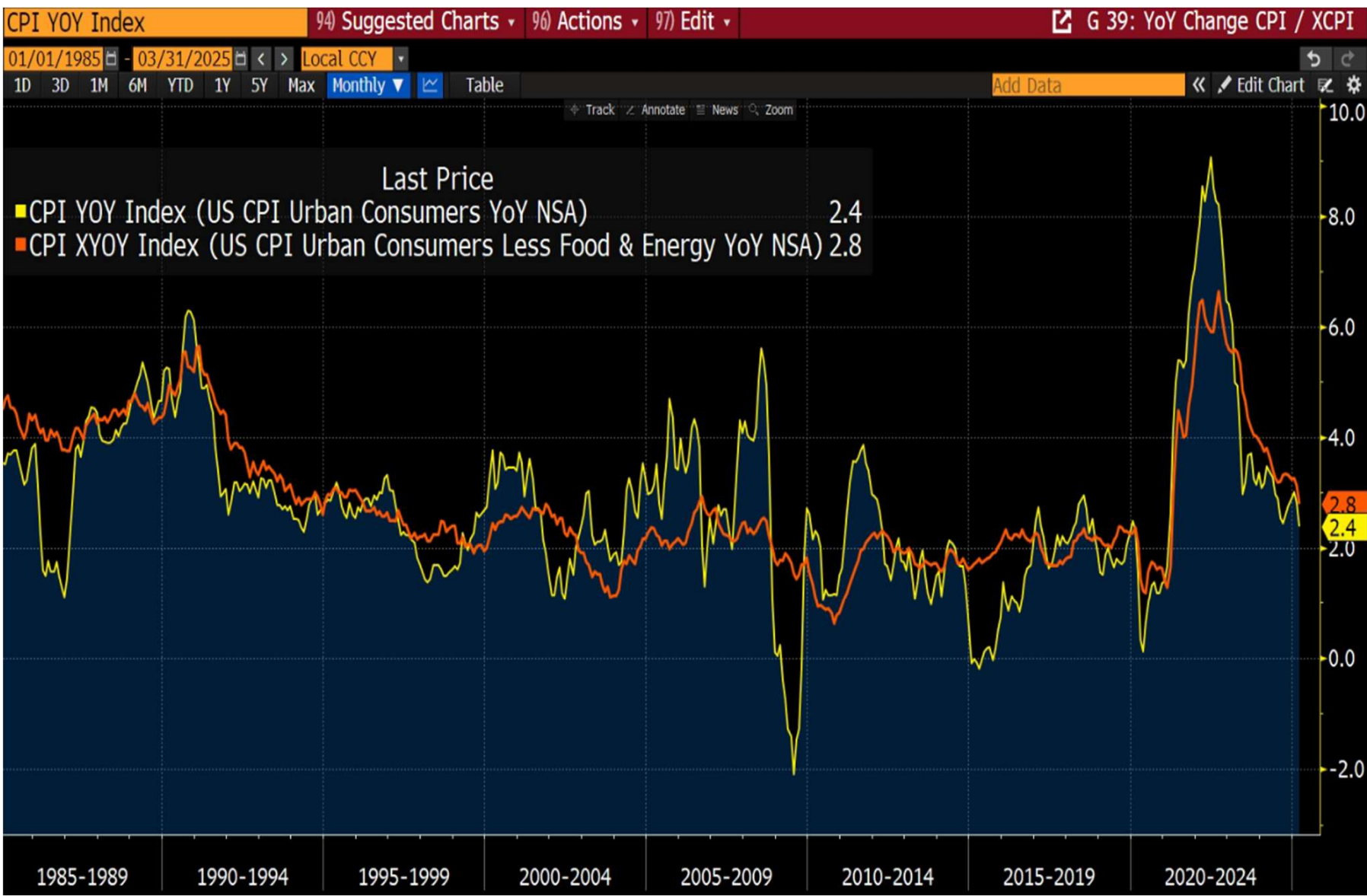
Fed Funds Target Rate - Upper Bounds, Last 10 Years



Source: Bloomberg



Year-Over-Year Change in CPI



Source: Bloomberg



Inflation Measures over 1 year, 6 months & 3 months, October 2024 Through April 2025

	One Year	6 Months Annualized	3 Months Annualized
Headline CPI – Oct.	2.6	1.4	2.4
Core CPI – Oct.	3.3	2.8	3.7
Headline CPI – Nov.	2.7	2.0	2.8
Core CPI – Nov.	3.3	3.0	3.7
Headline CPI – Dec.	2.9	3.0	3.7
Core CPI – Dec.	3.2	3.3	3.3
Headline CPI – Jan.	3.0	3.7	4.9
Core CPI – Jan.	3.3	3.7	3.7
Headline CPI – Feb.	2.8	3.7	4.9
Core CPI – Feb.	3.1	3.5	3.3
Headline CPI – Mar.	2.4	3.0	2.4
Core CPI – Mar.	2.8	3.0	2.8
Headline CPI – Apr.	2.3	3.0	1.2
Core CPI – Apr.	2.8	2.8	2.0

Source: Bloomberg



Yield Curve Inversions Lead Recessions



Source: Bloomberg



Philadelphia Fed Business Outlook Survey, Dec '20 - Now



Source: Bloomberg



Dallas Fed Manufacturing Outlook, Dec '20 - Now



Source: Bloomberg



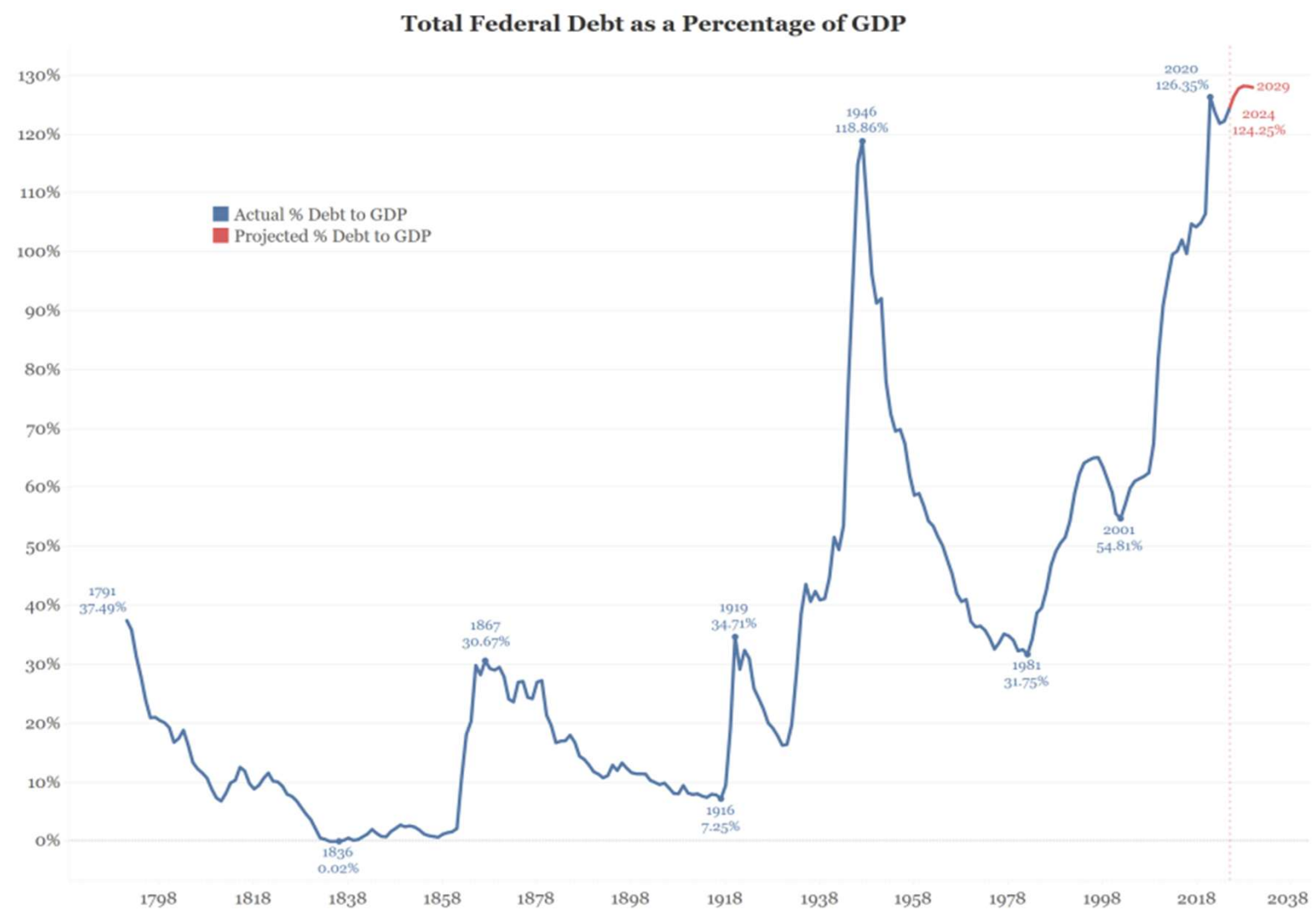
10-year Treasury and Core CPI



Source: Bloomberg



Total Federal Debt as a Percentage of GDP



Source: The Office of Management & Budget

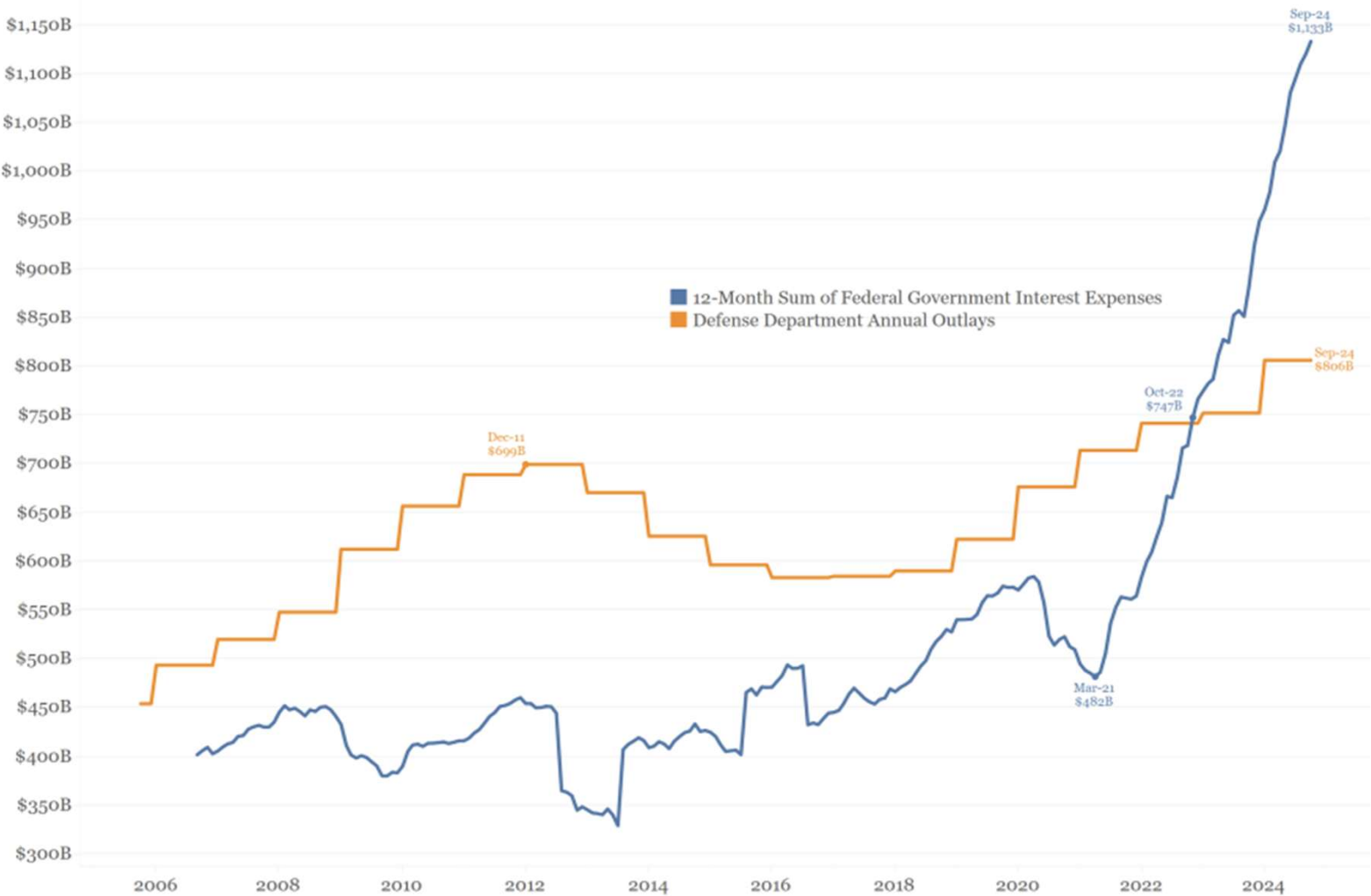
© 2024 Bianco Research, L.L.C. All Rights Reserved
<https://www.biancoresearch.com/>

Courtesy of Bianco Research, LLC



Interest Costs and Defense Spending

Interest Costs Now Exceed Defense Spending



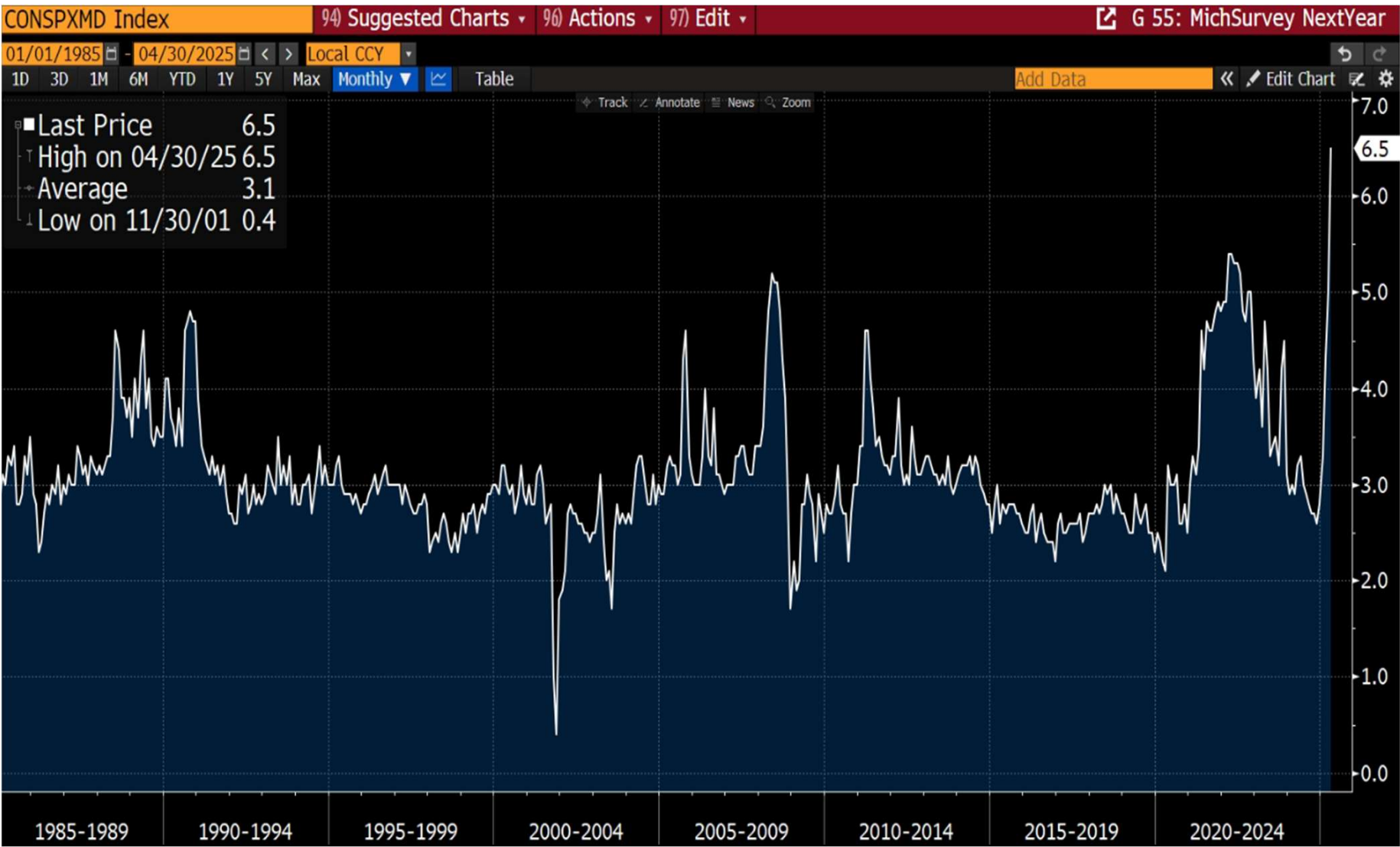
Source: U.S. Treasury

© 2025 Bianco Research, L.L.C. All Rights Reserved
www.biancoresearch.com

Courtesy of Bianco Research, LLC



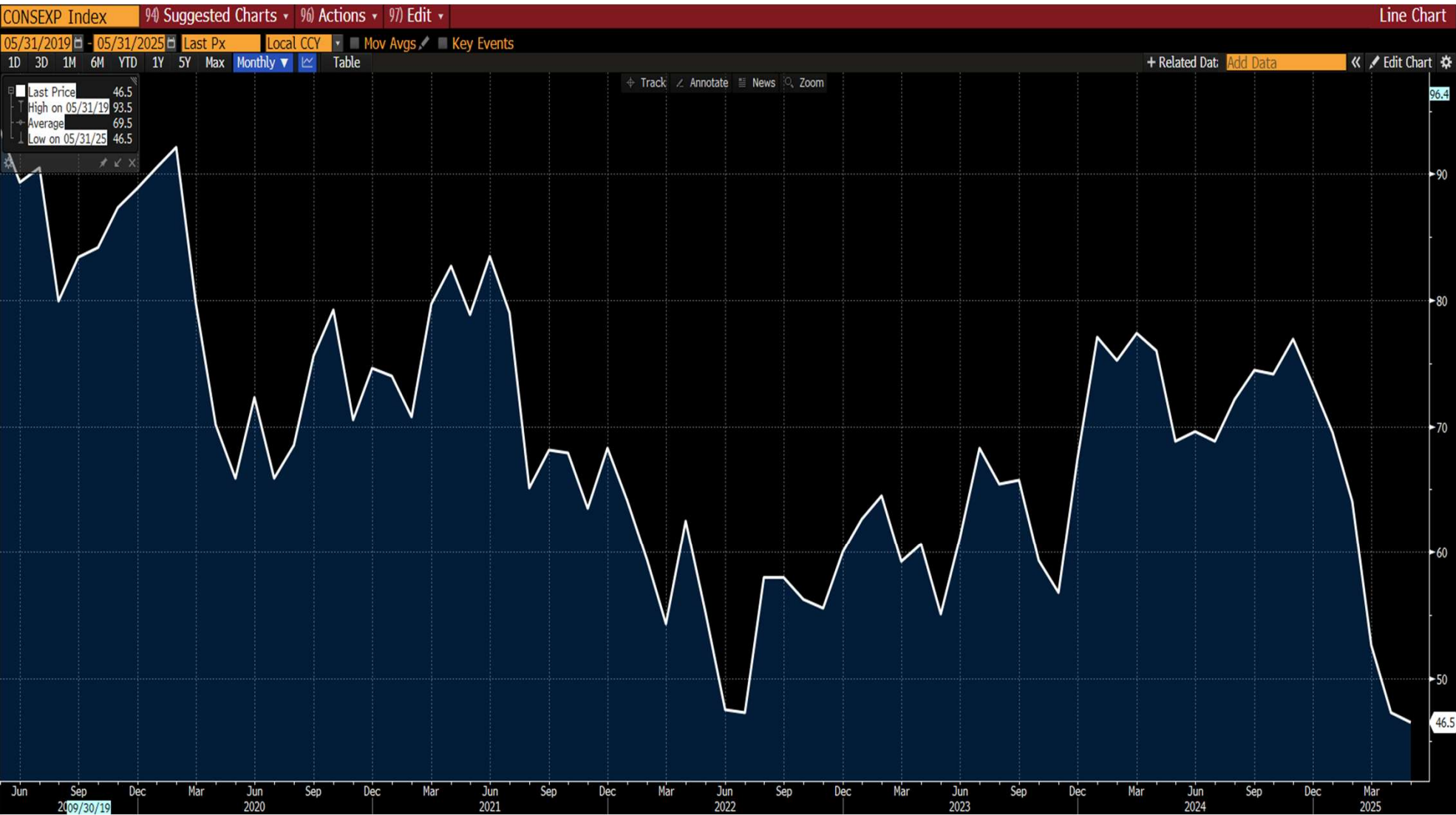
University of Michigan Survey: Expected Change in Prices During Next Year



Source: Bloomberg



University of Michigan Sentiment Index



Source: Bloomberg



Investment Grade Corporate Spreads



Source: Bloomberg



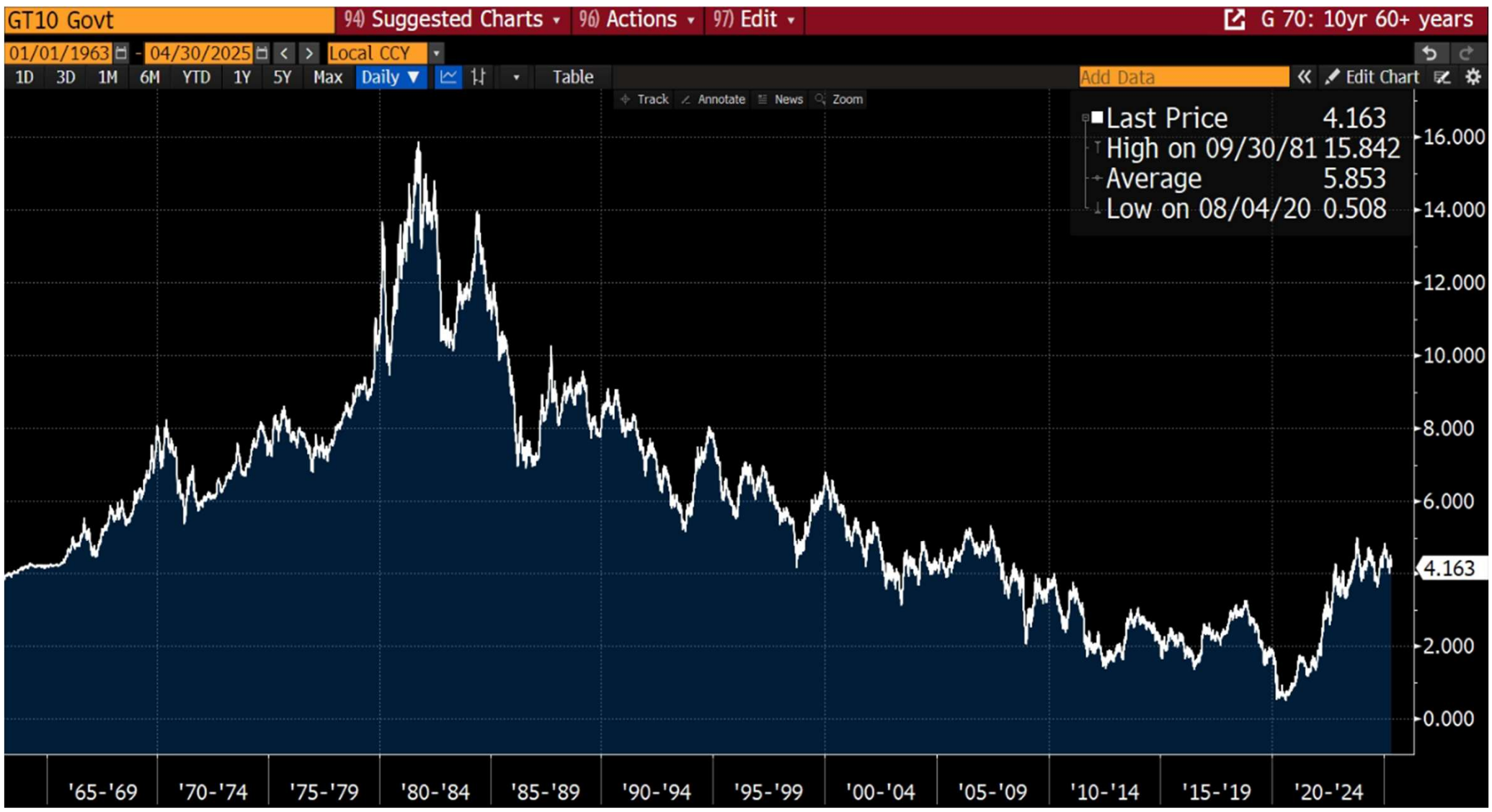
2-Year & 10-Year Treasury Yield, 5 years



Source: Bloomberg



62 Years of Government Yields



Source: Bloomberg



Disclosure

All material presented is compiled from sources believed to be reliable. However, accuracy cannot be guaranteed. Past performance is no guarantee of future results. All investments involve risk including loss of principal. Fixed income investments are subject to interest rate and credit risk.



CUMBERLAND
— ADVISORS —



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: Resolution No. 2025-23

Consideration to Approve and Authorize the Appropriate Town Officials to Execute the Third Amendment to and Restatement of the Transportation System Surtax Local Agreement with Broward County.

Submitting Dept: Town Manager, Sherry Henderson, Town Clerk

Agenda Date: July 1, 2025

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

[ALTERNATIVE_ACTION]

2. FINANCIAL IMPACT

3. RECOMMENDATION

- ATTACHMENTS:**
1. Resolution
 2. Amended and Restated ILA (3rd Amendment) 6-11-25 FINAL EXECUTION COPY
 3. Email Notification

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

RESOLUTION NO. 2025-23

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE THE THIRD AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM SURTAX LOCAL AGREEMENT WITH BROWARD COUNTY; 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 Third Amendment to and Restatement of the Transportation System Surtax Local Agreement with Broward County.

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

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

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida, hereby approves and authorizes the appropriate Town officials to execute the Third Amendment to and Restatement of the Transportation System Surtax Local Agreement with Broward County; a copy of the Amendment is attached hereto as Exhibit "A".

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

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

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

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

1 **ADOPTED** by the Town Commission of the Town of Hillsboro Beach, Florida this
2 _____ day of _____ 2025.

3

4

5

6

7

8

9

10

11 ATTEST:

12

13

14 Sherry D. Henderson, Town Clerk CMC

TOWN OF HILLSBORO BEACH, FLORIDA

Dawn Miller, Mayor

RESOLUTION NO. 2025-23

Passed and adopted this _____ day of _____ 2025.

The foregoing resolution was offered by _____ moved its adoption.

The motion was seconded by _____ upon being put to a vote, the vote was as follows:

	<u>YES</u>	<u>NO</u>
MAYOR DAWN MILLER	☐	☐
VICE MAYOR DAVID RAVANESI	☐	☐
COMMISSIONER VINNIE RAVANESI	☐	☐
COMMISSIONER JANE REISER	☐	☐
COMMISSIONER HEATHER BERMAN	☐	☐

**2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)**

This 2025 Amended and Restated Transportation System Surtax Interlocal Agreement (“2025 ILA”) is entered into among Broward County, a political subdivision of the State of Florida (“County”), the municipalities that formally approved and are a party to the Transportation System Surtax Interlocal Agreement that was executed by County on August 29, 2018, and such additional municipalities that are signatories to this 2025 ILA (collectively, the “Municipalities” and each a “Municipality”), and the Broward County City Managers’ Association, Inc. (“BCCMA”). County, Municipalities, and the BCCMA are each a “Party,” and collectively referred to as the “Parties.”

RECITALS

A. Pursuant to Section 31½-71, et seq., of the Broward County Code of Ordinances (“Transportation Surtax Ordinance”), a 30-year 1% transportation surtax (“Transportation Surtax”) was levied after approval by referendum of the general electorate at the General Election on November 6, 2018, with the proceeds to be expended for authorized transportation and transit projects in accordance with applicable law, including Section 212.055(1), Florida Statutes.

B. On or about November 8, 2018, County and Municipalities entered the Transportation Surtax Interlocal Agreement that addressed the distribution of proceeds of the Transportation Surtax (“Original ILA”). The Original ILA was amended in June 2019 (“First Amendment”), and in March 2021 (“Second Amendment”), further defining the relationship between the parties thereto, and adding the Broward Metropolitan Planning Organization (“BMPO”) as a party for purposes of the evaluation and ranking of certain capital projects for potential Transportation Surtax funding (the Original ILA, as amended by the two amendments, is referred to herein as the “ILA”).

C. The portion of Transportation Surtax Proceeds (as defined herein) that County previously committed to distribute to Municipalities has, to the best of each Party’s knowledge, been properly distributed for municipal programs and projects that were deemed statutorily eligible for Transportation Surtax funding under Section 212.055(1), Florida Statutes, such as community shuttle programs; capital planning, design, and projects; and road rehabilitation and maintenance projects.

D. As the Parties’ working knowledge and experience with the Transportation Surtax program has increased, the Parties have determined it would be beneficial to fully restate the ILA, including (i) to address the status of the remaining Cycle 1 Projects and the ability of County to terminate such projects that are not under a Surtax Funding Agreement; (ii) to reprioritize the current distribution of Transportation Surtax funding to Municipalities among Community Shuttle, Capital Projects, and Rehabilitation and Maintenance (R&M) Projects; (iii) to provide for a new Formula-based Funding model as defined in Section 4.3.1. for R&M Projects and On-Demand Transportation during County Fiscal Years 2026 to 2032, subject to availability of

Transportation Surtax funding; (iv) to create new means of allowing Municipalities the ability to obtain Transportation Surtax funding to be used as required local match in relation to state and federal appropriations and grants; (v) to streamline the manner by which projects funded by the Transportation Surtax are placed under Surtax Funding Agreements; (vi) to provide Municipalities with flexibility on how each will use Formula-based Funding from the Transportation Surtax; (vii) to permit multiple Municipalities to collaborate on the joint management of their Community Shuttle programs; (viii) to permit the ILA to be more easily modified, if and as required, to more efficiently and effectively distribute the Transportation Surtax Proceeds committed to Municipalities; and (ix) to describe the role that the BCCMA will have in connection with certain parts of the programs established between County and Municipalities.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree to amend and restate the Interlocal Agreement, in its entirety, as follows:

ARTICLE 1. RECITALS; DEFINITIONS; AND EXHIBITS

1.1. Recitals. The above-stated Recitals are true and correct and are incorporated herein by this reference.

1.2. Definitions. The terms below have the following meanings as used in this 2025 ILA:

1.2.1. ***Adopted Municipal Transportation Surtax Funding*** means the percentage and dollar amount of Transportation Surtax Proceeds that is anticipated by County to be received in the applicable Fiscal Year and that is budgeted in the subsequent Fiscal Year's County budget, as adopted by the County Commission, to be used for Community Shuttle and Eligible Municipal Projects for the applicable County Fiscal Year budget.

1.2.2. ***Annual True-Up*** means County's annual determination (typically to occur in April or May of each year after the annual financial audit of the Transportation Surtax funds received in the prior Fiscal Year) of whether the County satisfied its Minimum Annual Guarantee commitment in the prior Fiscal Year. For example purposes, in April/May 2026, the results from the Fiscal Year 2025 annual financial audit will be completed and a determination will be made as to whether County met the Minimum Annual Guarantee commitment for Fiscal Year 2025.

1.2.3. ***Applicable Law*** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, including without limitation the Americans with Disabilities Act of 1990 ("ADA"), as each may be amended.

1.2.4. ***CBE*** means a County Business Enterprise, as defined in Section 1-81.1, Broward County Code of Ordinances.

1.2.5. **Centerline Miles** means the aggregate length of roads under the jurisdiction of a Municipality, regardless of the number of lanes in such roads, as reported and updated by FDOT, typically on an annual basis.

1.2.6. **Community Shuttle** means the capital and operating expenses associated with existing, new, and/or expanded public transportation services, operated by one or more Municipalities within their jurisdictions, that supplement fixed-route mass transit service and that are available to persons traveling within the applicable Municipality or Municipalities.

1.2.7. **County Commission** means the Broward County Board of County Commissioners.

1.2.8. **Cycle 1 Ranked Projects** means the municipal projects not currently under a Surtax Funding Agreement listed in **Exhibit A** to this 2025 ILA.

1.2.9. **Effective Date** means the date of complete execution of this 2025 ILA by County, the BCCMA, and by such Municipalities that both (i) constitute a majority of the Municipalities that are a party to the Original ILA, as amended by the First Amendment and the Second Amendment, and (ii) cumulatively represent more than 50% of County's total population.

1.2.10. **Eligible Municipal Project** means a Municipal Capital Project, Municipal R&M Project, or On-demand Transportation Services that, pursuant to Section 212.055(1)(d), Florida Statutes, is statutorily eligible to receive funding from the Transportation Surtax pursuant to this 2025 ILA.

1.2.11. **FDOT** means the Florida Department of Transportation.

1.2.12. **Fiscal Year** means County's fiscal year, which begins on October 1 of each year and ends on September 30 of the following calendar year.

1.2.13. **MAP Administration** means County's Mobility Advancement Program Administration staff.

1.2.14. **Minimum Annual Guarantee** means County's commitment to utilize at least ten percent (10%) of the Transportation Surtax Proceeds to fund, collectively, Community Shuttle and Eligible Municipal Projects pursuant to the terms and conditions of this 2025 ILA.

1.2.15. **Municipal Capital Project Tails** means the remaining phases (e.g., design and/or construction) of Cycles 3 through 5 of Municipal Capital Projects that were approved for Transportation Surtax funding as of the Effective Date, but that included a future phase that was not included in an existing Municipal Five-Year Plan as of the Effective Date.

1.2.16. **Municipal Capital Projects** means design and/or construction phase municipal capital improvement projects for transportation purposes, including new or expanded roads, sidewalks, bike paths, bridges, transportation facilities (e.g., bus shelters, etc.), permanent transportation assets (e.g., motorized/non-motorized sensors), and similar transportation elements. Municipal Capital Projects do not include planning projects.

1.2.17. **Municipal Five-Year Plan** means the program of Transportation Surtax-funded Eligible Municipal Projects over a rolling period of the next five Fiscal Years, which program is subject to County Commission decisions regarding budgeting and appropriation of Transportation Surtax Proceeds for each applicable Fiscal Year. A Fiscal Year reference to a Five-Year Plan means the plan for the five years commencing with the stated Fiscal Year, such that “Fiscal Year 2025 Five-Year Plan” means the Five-Year Plan for the period that begins on October 1, 2024, and ends on September 30, 2029.

1.2.18. **Municipal Capital Project Contingency** means Transportation Surtax Proceeds allocated by the County Commission for the purpose of covering unforeseen Municipal Capital Project costs in a project’s construction phase (e.g., tariffs, inflation/cost escalation, etc.), up to either a maximum of five percent (5%) of the total cost of construction or such higher maximum not-to-exceed amount if approved by County pursuant to Section 4.4.4.

1.2.19. **Municipal R&M Projects** means Eligible Municipal Projects that involve the rehabilitation of a road or other transportation-related capital improvement (e.g., sidewalks, bike paths, road and roadway lighting, road drainage, bus shelter, etc.) or asset (e.g., motorized/non-motorized sensors, etc.) to restore it to a safe and functional condition and/or preventative maintenance of any of the foregoing to preserve it from failure or decline. Municipal R&M Projects do not include, without limitation: mowing; tree trimming; pressure cleaning; painting; irrigation repairs; landscaping repairs and maintenance; cleaning and maintenance of catch basins, storm drains, and pipes; or any rehabilitation and maintenance of pathways or greenways that are purely recreational in nature and not for transportation purposes (including but not limited to self-contained (i) sidewalks, (ii) greenways, (iii), running paths, or (iv) cycling paths).

1.2.20. **Municipal Single Point of Contact** means an individual municipal employee designated in writing by the applicable Municipality to the BCCMA to represent its interests; send and receive communications related to the surtax program; and communicate regarding the Municipality’s approved surtax projects, services, and initiatives.

1.2.21. **New Municipal Capital Projects** means all Municipal Capital Projects other than (a) each Municipal Capital Project approved during Cycles 1 through 5, and (b) Municipal Capital Project Tails.

1.2.22. **On-demand Transportation Services** shall have the meaning as provided in Section 212.055(1)(e), Florida Statutes, as may be amended. As of the Effective Date, the term “On-demand Transportation Services” means transportation provided between flexible points of origin and destination selected by individual users with such service being provided at a time that is agreed upon by the user and the provider of the service and that is not fixed-schedule or fixed-route in nature.

1.2.23. **Oversight Board** means the Independent Transportation Surtax Oversight Board established by the Transportation Surtax Ordinance.

1.2.24. **Road** shall have the general meaning as stated in the Florida Transportation Code, Section 334.03(22), Florida Statutes, as amended. As of the Effective Date, “road” means “a way open to travel by the public, including, but not limited to, a street, highway, or alley.” Absent express conflicting modification to that statutory definition of “road,” for the purposes of this 2025 ILA: a “road” includes, without limitation, a roadway (i.e., a road meant for vehicular travel), a bicycle path, a sidewalk, or other modality whereby pedestrians, cyclists, or drivers of motorized vehicles may travel from one place to another. Notwithstanding anything to the contrary in the Florida Transportation Code definition of “road,” for purposes of this 2025 ILA, a “road” does not include, among other things, privately owned roads or roadways, privately owned rights-of-way, roads or roadways within gated communities, self-contained pathways such as running/walking tracks, self-contained bicycle pathways (such as biking courses within parks), or other pathways intended primarily for recreational (rather than transportation) purposes.

1.2.25. **Surtax Funding Agreement** means an interlocal agreement executed by County and the applicable Municipality, pursuant to Section 212.055(1), Florida Statutes, in the form acceptable to County, that provides for the remittance of Transportation Surtax funds to the Municipality for a specific Eligible Municipal Project or expenditure.

1.2.26. **Transportation Surtax Proceeds**, except where the context indicates otherwise, means the amount of Transportation Surtax funds County received for the applicable Fiscal Year from the Florida Department of Revenue, exclusive of the five percent (5%) set-aside amount required by Section 129.01(2)(b), Florida Statutes.

1.3. Exhibits. The following exhibits are incorporated into this 2025 ILA:

Exhibit A	Cycle 1 Ranked Projects Not Under a Surtax Funding Agreement
Exhibit B	Fiscal Year 2026 Formula-based Funding Amounts
Exhibit C	List of Municipal Capital Project Tails
Exhibit D	Municipal Projects Awarded for Fiscal Years 2020 – 2029

ARTICLE 2. ELIGIBLE MUNICIPAL PROJECTS

To constitute an Eligible Municipal Project, in addition to meeting the requirements contained within Section 212.055(1), Florida Statutes, the proposed project must meet the following eligibility criteria, as applicable:

2.1. Primarily Public Benefit: No proposed Eligible Municipal Project relating to a road is eligible for Transportation Surtax funding unless the primary benefit of such project is associated with a public road or public right-of-way. Proposed projects located within gated communities and other nonpublic roads or nonpublic rights-of-way are not eligible for funding under this 2025 ILA.

2.2. Street Lighting: A proposed Eligible Municipal Project that includes improvements to lighting systems is only eligible if it illuminates the road or public right-of-way primarily for the benefit of vehicles, pedestrians, or bicyclists. Such street lighting work may be a component of a Municipal Capital Project that included phases that were funded earlier with Transportation Surtax funds and/or different funding source. Municipalities must obtain a lighting justification report consistent with any applicable written County and FDOT policies as well as the criteria outlined in the version of the Florida Greenbook in use at the time the design and construction work are being performed.

2.3. Drainage: Public road stormwater drainage system improvements are eligible to the extent the applicable Municipality obtains certification from a licensed Florida professional engineer stating that the drainage improvements primarily address stormwater runoff from public property onto a public road or public right-of-way. Drainage improvements onto or from private roads and/or developments may have partial eligibility if the drainage improvements primarily benefit a public road or right-of-way.

2.4. Sound Walls: Noise abatement projects involving the construction or improvement to sound walls are only eligible for Transportation Surtax funding if the requested sound wall: (1) (a) is part of an Eligible Municipal Project involving the addition of through lanes to an existing roadway; (b) alters the roadway alignment significantly; or (c) involves the construction of a new roadway; and (2) is also consistent with any applicable written County and FDOT policies as well as the criteria outlined in the version of the Florida Greenbook in effect at the time the project design and construction work are being performed.

2.5. Fiber-Optic Improvements/Real-time Transportation Signage: A proposed Eligible Municipal Project relating to the installation or improvement to real-time transportation signage (e.g., traffic warnings, notifications of roadway closures, etc.) that involves fiber-optic improvements or connections is eligible for Transportation Surtax funding only if access to the fiber-optic system has received written approval from all entities that are responsible for maintaining and operating that fiber-optic system.

2.6. Landscaping: Landscaping improvements are only eligible if within the public road right-of-way immediately adjacent to the road improvement project at issue. Such landscaping improvements may be a component of a Municipal Capital Project that included phases that were funded earlier with Transportation Surtax funds and/or different funding source.

2.7. Parking: Improvements used for park-and-ride (or other transit-oriented development parking) that serves the public are eligible, provided that any parking fees charged that exceed the actual costs of operating and maintaining the facility may only be utilized for transportation-related improvements within the applicable Municipality and provided such improvements, if Transportation Surtax funding had been sought, would have been eligible for Transportation Surtax funding.

2.8. ADA Accommodations: Components of Eligible Municipal Projects involving improvements to roads for purposes of ADA compliance are eligible for Transportation Surtax funding.

2.9. Safety Assets: Proposed Eligible Municipal Projects involving traffic calming improvements (i.e., speed control devices or improvements that otherwise comply with Applicable Law other than cameras used to issue citations) on a public road or right-of-way are eligible.

2.10. Decorative Elements/Functional Public Art: Proposed Eligible Municipal Projects that include decorative elements and/or functional public art (e.g., pavers for crosswalks, decorative wayfinding signage for roads, decorative sidewalk benches, artistic road lights, decorative shade structures over sidewalks or public transit shelters, etc.) are eligible for partial Transportation Surtax Funding in an amount equal to the cost of the standard, nondecorative/nonartistic alternative for design and/or construction (as applicable), and provided that Municipality's engineer of record attests in writing that the decorative/functional public art component has a useful life that is at least as long as the standard, nondecorative/nonartistic alternative. Municipalities are encouraged to coordinate the inclusion of decorative elements and/or functional public art components with applicable County agencies (e.g., the Cultural Division, the Public Works Department, etc.).

ARTICLE 3. STATUS AND TERMINATION OF CYCLE 1 RANKED PROJECTS

As of the Effective Date, the Cycle 1 Ranked Projects shown on Exhibit A are not currently under a Surtax Funding Agreement. MAP Administration may, in its discretion, after consultation with the affected Municipality, terminate any such project unless, within ninety (90) days after the Effective Date, Municipality and County have entered into a Surtax Funding Agreement for that project. MAP Administration shall provide the Municipality with at least thirty (30) days' advance written notice of any intention to terminate a Cycle 1 Project pursuant to this section.

Should Municipality believe it has good cause for an extension beyond the ninety (90) day period provided for in this section and disagree with MAP Administration's decision to terminate a

project, Municipality may seek an extension from the County Administrator for up to an additional ninety (90) day period. To exercise this right to seek an extension for such projects, Municipality must provide written notice to MAP Administration between the date it receives the written notice of MAP Administration's intent to terminate but prior to the effective date of termination. Municipality's written request for additional time must include all supporting documentation Municipality believes should be considered as part of the request and must be received by MAP Administration at least fifteen (15) days prior to the noticed date of termination; if such a request and supporting documentation is timely received, the cancellation will be suspended pending consideration of the request by the County Administrator, whose decision regarding the extension request shall be final and not subject to further review. If the County Commission amends the Transportation Surtax Ordinance to authorize the Oversight Board to perform the functions of County Administrator set forth in this section regarding review and consideration of extension requests, all references to the County Administrator in this section relating to extension requests shall be automatically replaced with "Oversight Board."

Notwithstanding the foregoing, any Cycle 1 Ranked Project not under a Surtax Funding Agreement that was completed by a Municipality with a funding source other than the Transportation Surtax may be terminated by MAP Administration at any time with at least thirty (30) days' written notice to Municipality, and such termination shall not be subject to further review or consideration.

All appropriated funds from Cycle 1 Ranked Projects terminated pursuant to this section will be reallocated to Municipalities for Eligible Municipal Projects in the next Fiscal Year as part of the Adopted Municipal Transportation Surtax Funding. Such reallocated funds have already counted towards a prior Fiscal Year's Minimum Annual Guarantee and shall therefore not count towards County's Minimum Annual Guarantee obligations for the next Fiscal Year.

All existing Cycle 1 Ranked Projects shall no longer be eligible to receive separate cost escalation funding from County and the contingency provisions in Section 4.4.4 shall apply.

ARTICLE 4. ELIGIBLE MUNICIPAL PROJECTS AND FUNDING PRIORITIES

4.1. Funding Priorities. Each Fiscal Year, and subject to County's commitment to provide Municipalities at least the Minimum Annual Guarantee, County will advise Municipalities in writing of the Adopted Municipal Transportation Surtax Funding for the upcoming Fiscal Year and the method by which such funding will be divided between the various types of Eligible Municipal Projects, based on the following prioritization:

- **Fiscal Years 2026-2029**
 - **Priority 1:** Community Shuttle as described in Section 4.2. below.
 - **Priority 2:** Existing Eligible Municipal Projects contained in then-current Municipal Five-Year Plan.
 - **Priority 3:** Formula-based Funding for Municipal R&M Projects and On-Demand Transportation Services as described in Section 4.3. below.
 - **Priority 4:** Grant Match Program as described in Section 4.5 below.

- **Fiscal Years 2030-2033**
 - **Priority 1:** Community Shuttle as described in Section 4.2 below.
 - **Priority 2:** Municipal Capital Project Tails as described in Section 4.4 below.
 - **Priority 3:** Formula-based Funding for Municipal R&M Projects and On-Demand Transportation Services as described in Section 4.3 below.
 - **Priority 4:** Grant Match Program as described in Section 4.5 below.
- **Fiscal Years 2034-2048**
 - **Priority 1:** Community Shuttle as described in Section 4.2 below.
 - **Priority 2:** Formula-based Funding for Municipal R&M Projects and On-Demand Transportation Services as described in Section 4.3 below.
 - **Priority 3:** Grant Match Program as described in Section 4.5 below.
 - **Priority 4:** New Municipal Capital Projects as described in Section 4.4 below.

Notwithstanding the prioritization schedule above or any other provision of this 2025 ILA, County shall have no obligation to fund the Municipalities any amounts over the Minimum Annual Guarantee in any Fiscal Year.

4.2. Community Shuttle.

4.2.1. Community Shuttle Funding. A portion of the Transportation Surtax Proceeds will be used to directly fund the applicable Municipalities for the operating, maintenance, and capital costs of existing, expanded, and new Community Shuttle in the amounts provided for in separate Community Shuttle interlocal agreements between each Municipality and County. Funding of Community Shuttle from Transportation Surtax Proceeds is not subject to an evaluation or ranking process (whether by County or any County vendor). Unless otherwise agreed in writing by County, to be eligible for Transportation Surtax Proceeds, a Municipality's Community Shuttle must meet or exceed the minimum passengers per revenue service hour per route or such other County-imposed standards for the applicable Fiscal Year(s). County may, in its sole discretion, modify these standards based on future population and ridership and future County needs. County's Transportation Department participates in the administration of the Community Shuttle program and allocated Community Shuttle funding is included in the Transportation Department's annual Fiscal Year budget. County may suspend minimum ridership standards at any time because of interruptions due to hurricane, other natural disasters, or other unexpected conditions, as deemed appropriate by the County Commission.

4.2.2. Joint Municipal Community Shuttle. Subject to written approval by County's Transportation Department's Director or their written designee, Municipalities may jointly develop a Community Shuttle that crosses municipal jurisdictions. For such joint Municipal Shuttle programs, the written agreement with County must include all

participating Municipalities as parties but will identify one (1) Municipality as the primary administrator and main point of contact for that joint Community Shuttle program.

4.3. Formula-based Funding for Municipal R&M Projects/On-demand Transportation Services.

4.3.1. Purpose of Formula-based Funding. The goal of formula-based funding as set forth herein ("Formula-based Funding") is to ensure that each Municipality receives funding every year to be utilized: (a) to supplement (and not to supplant) their existing municipal budgets for Municipal R&M Projects; and/or (b) for On-demand Transportation Services, in accordance with this 2025 ILA.

4.3.2. Annual Formula-based Funding. Commencing for Fiscal Year 2026 and continuing for each Fiscal Year through Fiscal Year 2033, County will determine the amount of and set aside Formula-based Funding from available Transportation Surtax funds based on amounts appropriated but unused from previous years' Eligible Municipal Projects (e.g., differential between contracted amounts for Community Shuttle and amount actually expended, cost savings on projects that were completed under budget, etc.). For Fiscal Year 2034 through Fiscal Year 2048, Formula-based Funding shall be set at sixty percent (60%) of the remaining Adopted Municipal Transportation Surtax Funding after deducting the full maximum contracted amount for all Municipalities' Community Shuttle. For each Fiscal Year, Formula-Based Funding will be allocated among the Municipalities based on the number of Centerline Miles in each Municipality as identified in the most recent report from FDOT. The distribution of Formula-based Funding for Fiscal Year 2026 (which is based on Fiscal Year 2023 reporting to FDOT) is shown on Exhibit B. Each Fiscal Year, on or about July 31, County will advise Municipalities of County's then-known best estimate of Formula-based Funding that each Municipality will be eligible to receive for Municipal R&M Projects and On-demand Transportation Services for the upcoming Fiscal Year.

4.3.3. Minimum Requirements for Formula-based Funding for Municipal R&M Projects. Formula-based Funding that a Municipality elects to use for Municipal R&M Projects is intended to supplement, and not supplant, the amounts Municipality already spends from non-Transportation Surtax revenue sources for such activities. Supplanting occurs when a Municipality reduces its use of non-Transportation Surtax funds for activities that would otherwise qualify as a Municipal R&M Project because Transportation Surtax funds are available (or expected to be available) to fund that same project or activity. Supplementing occurs when Transportation Surtax funds are provided to a Municipality for Municipal R&M Projects to enhance existing projects, to undertake new projects, or accelerate projects planned in future Fiscal Years. Contemporaneous with a Municipality's submission of its list of proposed Municipal R&M Projects each Fiscal Year, Municipality shall, through its Municipal Single Point of Contact or another individual specifically authorized by the Municipality's elected body, represent and warrant in writing to County that Formula-based Funding for Municipal R&M Projects will not be used to supplant non-Transportation Surtax projects approved and/or adopted in the Municipality's budget. County may annually audit each Municipality's compliance with the requirements of this

section. A Municipality using the Formula-based Funding for Municipal R&M Projects that are currently budgeted may be evidence of supplanting. If County determines at any time that any Municipality has utilized Formula-based Funding to supplant funding for activities from non-Transportation Surtax funding, then County may, in the County Administrator's discretion, withhold future Formula-based Funding up to the amount determined to have been supplanted in the applicable Fiscal Year(s). If circumstances outside the reasonable control of Municipality render it unable to meet the requirements contained in this section in a given Fiscal Year (e.g., change in law regarding ad valorem taxation; act of God causing emergency expenditure of non-Surtax dollars by Municipality such as a hurricane or tropical storm; etc.), or if a Municipality believes that other good cause exists for it to be able to use Formula-based Funding for a Fiscal Year for a Municipal R&M Project that is in that Municipality's adopted budget for that same Fiscal Year, Municipality may request in writing from the County Administrator to have the requirements contained in this section waived or modified for that Fiscal Year, which waiver or modification may be granted or denied, in whole or in part, in the County Administrator's sole discretion.

4.3.4. Application, Review, and Approval of Municipal R&M Projects. Within thirty (30) days after County provides Municipalities with the amounts for Formula-based Funding for the upcoming Fiscal Year, each Municipality must submit, on a form approved by MAP Administration, a list of proposed Municipal R&M Projects on which Municipality intends to utilize its Formula-based Funding for the upcoming Fiscal Year. The list must include at least the following details for each proposed Municipal R&M Project: (i) a description of the geographic areas of the project; (ii) the anticipated start and completion date of work to be performed in connection with the project; (iii) the proposed CBE commitment for the project, which shall be at least the minimum requirements provided for in this 2025 ILA; and (iv) such other details as may be requested by MAP Administration. Upon receipt of the list, County will review the proposed projects for eligibility pursuant to Section 212.055(1)(d), Florida Statutes, and this 2025 ILA, and to determine whether the projects or proposed timing will create negative impacts, including but not limited to potential conflicts with other proposed or ongoing projects (whether municipal, county, state, or federal). Within sixty (60) days after receipt of each Municipality's list, MAP Administration shall notify Municipality, in writing, if (a) the projects are approved as submitted (in which case MAP Administration shall advise what the CBE goals, if any, are required for the project(s)); (b) the projects have been found statutorily eligible or ineligible (in whole or in part) for Transportation Surtax funding; and/or (c) a conflict with another project exists. If a proposed project is deemed statutorily ineligible for funding or a conflict with another project exists, MAP Administration will advise Municipality that it may either delay the commencement date or submit a replacement project (as applicable).

4.3.5. Deferral of Formula-based Funding for Municipal R&M Projects. A Municipality may elect, in any given Fiscal Year, to defer receipt of its Formula-based Funding for Municipal R&M Projects to allow it to receive a larger sum in such later Fiscal Year and

permit it to perform larger Municipal R&M Projects. A Municipality that wishes to defer its Formula-based Funding pursuant to this section must provide MAP Administration with written notification of its intention to defer within sixty (60) days after County notifies Municipality of its Formula-based Funding amount for that Fiscal Year; election to defer does not alleviate Municipality's obligation to timely provide the project details required in Section 4.3.4 above in the Fiscal Year it intends to use the deferred funding. Municipality may, with timely notice to MAP Administration, defer its Formula-based Funding for Municipal R&M Projects for up to three (3) consecutive Fiscal Years. Deferral requests for more than three (3) consecutive Fiscal Years and up to five (5) consecutive Fiscal Years are subject to review and approval of the County Administrator, in their discretion. No Municipality may seek a deferral of Formula-based Funding for more than five (5) consecutive Fiscal Years after the Fiscal Year that Municipality was scheduled to receive such funding. Deferred funds that would otherwise have been allocated to Municipality for R&M Projects but for Municipality's deferral request will be held by County until the Fiscal Year following the deferral period. Such deferred funds will be counted towards the Minimum Annual Guarantee in the Fiscal Year(s) the funds would have been paid to the Municipality but for the deferral request and shall not count towards the Minimum Annual Guarantee in the Fiscal Year(s) such amounts are paid as a result of the deferral request. Deferrals pursuant to this section shall affect only the timing of Municipality's receipt of the Formula-based Funding and shall not impact the amounts allocated to Municipality pursuant to Section 4.3.2. above.

4.3.6. On-demand Transportation Services. Each Municipality shall have the discretion to utilize all or some of its annual Formula-based Funding for On-demand Transportation Services as it deems appropriate, subject to Municipality entering into a written agreement with the On-demand Transportation Service provider and further subject to meeting the eligibility criteria and other requirements stated in this 2025 ILA and the provisions of this section:

4.3.6.1. A Municipality with an existing Community Shuttle may not terminate or reduce the services associated with that program and replace it with On-demand Transportation Services except with the prior written consent of County's Transportation Department Director or written designee, and until after all vehicles purchased for Municipality's Community Shuttle program (including any applicable joint Community Shuttle program) have met or exceeded the minimum useful life expectancy under applicable Federal Transportation Administration ("FTA") regulations and guidelines (currently five (5) years in service and at least two hundred fifty thousand (250,000) miles).

4.3.6.2. Municipality represents and warrants that its agreements with any On-demand Transportation Services provider and all vehicles used by such provider will at all times comply with all Applicable Law, including without limitation all FTA drug and alcohol testing requirements for transit operators, the ADA, and (to the extent applicable) Florida law regarding the operation of low-speed vehicles. In

addition, Municipality agrees that each contract it enters into with an On-demand Transportation Services provider includes a requirement that the provider obtain and maintain automobile business liability insurance (including owned, hired, non-owned, scheduled) in an amount not less than one million dollars (\$1,000,000) per occurrence for property damage and not less than one million dollars (\$1,000,000) per occurrence for bodily injury, with both Municipality and County named as additional insureds under such policies.

4.3.6.3. Prior to the commencement of On-demand Transportation Services funded by Transportation Surtax Proceeds, each Municipality shall provide County, on a form approved by MAP Administration, the name of each On-demand Transportation Services provider with which it has contracted to perform such services, a copy of the contract with such provider, the provider's Certificate of Insurance, and such other information as may be requested by MAP Administration.

4.3.6.4. Each Municipality utilizing Transportation Surtax Proceeds to provide On-demand Transportation Services is solely responsible for administering all contracts it has entered with providers of such services and shall, to the maximum extent allowable under Applicable Law, indemnify, defend, and hold County harmless from all claims, causes of action, and damages of any kind associated with such On-demand Transportation Services.

4.3.7. Payment of Formula-based Funds; Return of Unused Funds. Except if a Municipality has elected to defer receipt of Formula-based Funding for a specific Fiscal Year as provided for in Section 4.3.5, each Municipality will receive its annual Formula-based Funds, in full, within forty-five (45) days after County's approval of Municipality's list of proposed Municipal R&M Projects and On-demand Transportation Services (if applicable). If a Municipality does not wish to receive advance funding and would rather receive its Formula-based Funding quarterly throughout the Fiscal Year on a reimbursement basis, the Municipality may make such request in writing to the County Administrator, who shall have the authority, in their discretion, to approve or reject such request. If a Municipality does not fully encumber all Formula-based Funds in a single Fiscal Year (i.e., not committed to an approved project already under contract), within thirty (30) days after the issuance of Municipality's annual comprehensive financial report, Municipality shall notify the County in writing regarding the status of such unencumbered funds and may request to have those unencumbered funds rolled over to the next Fiscal Year so that the project(s) on which such funds were intended to be used can be completed. The County Administrator, upon receipt of the Municipality's request, may either approve the rolling over of such funds to the same project, which must be completed within the next Fiscal Year, or direct in writing that such unencumbered funds be returned to County within sixty (60) days of such written direction, and such funds may be reallocated by County towards approved Municipal R&M Projects and On-demand Transportation Services for the next Fiscal Year (e.g., a refund of Formula-based Funding

received for Fiscal Year 2026 may be requested by the Municipality for Municipal R&M Projects and On-demand Transportation Services for Fiscal Year 2027).

4.3.8. Small Municipality Formula-based Funding Enhancement. A Municipality that has less than or equal to one percent (1%) of Centerline Miles within Broward County and does not, as of the Effective Date, have a Community Shuttle operating within the Municipality, may elect, at any time, to permanently waive for the term of this 2025 ILA the ability to seek funding for Community Shuttle, the Grant Match Program, and for New Municipal Capital Projects. Such waiver must be in writing, approved by the elected body of Municipality, and delivered to MAP Administration. Should a Municipality provide County with such a waiver, that Municipality's annual Formula-based Funding amount will be increased by an amount equal to the percentage of Centerline Miles owned by that Municipality, divided by the total number Centerline Miles within all Municipalities, and then multiplied by the total amount funded that Fiscal Year for Municipal R&M Projects, On-demand Transportation Services, and the Grant Match Program. For example, if Municipality has 0.5% of the Centerline Miles located within all Municipalities within Broward County, and \$40 million is allocated that Fiscal Year for Municipal R&M Projects and On-demand Transportation Services and the Grant Match Program, the increase in Municipality's Formula-based Funding for that Fiscal Year will be \$200,000 (i.e., \$40 million x 0.5%).

4.4. Funding of Municipal Capital Projects and Municipal Capital Project Tails.

4.4.1. Municipal Capital Projects with Existing Surtax Funding Agreements. Municipalities seeking funding for the next phase(s) of previously approved Municipal Capital Projects that are included in the current or prior Municipal Five-Year Plans and that are already under a Surtax Funding Agreement as of the Effective Date must enter into a new Surtax Funding Agreement that will govern all future phases of that project.

4.4.2. Municipal Capital Projects without a Surtax Funding Agreement. Municipal Capital Projects that have not been the subject of a Surtax Funding Agreement prior to the Effective Date must have a fully executed Surtax Funding Agreement in order to be funded with Transportation Surtax Proceeds.

4.4.3. Municipal Capital Project Tails. Municipal Capital Projects that were approved for planning or design phases prior to the Effective Date, and for which subsequent phases were not included in any Municipal Five-Year Plan prior to the Effective Date, will be prioritized for funding of subsequent phases in future Fiscal Years, subject to the processes described in this section. A list of these projects and currently recommended funding amounts is attached as Exhibit C. Each Fiscal Year, MAP Administration will conduct a readiness review of the projects identified in Exhibit C and identify which

projects are able to receive funding and identify the anticipated Fiscal Year in the Five-Year Plan in which funding will be provided.

4.4.4. Municipal Capital Project Contingency; Cost Escalation. Municipal Capital Project Contingency will only apply to or be available to fund construction-phase Municipal Capital Projects. Contingency amounts included in any Surtax Funding Agreement will be part of the maximum not-to-exceed Transportation Surtax funding amount for that phase of the project, inclusive of any Transportation Surtax funding rolled over from previous phases. A Municipality may request that additional Municipal Capital Project Contingency be added to a Surtax Funding Agreement above and beyond the maximum not-to-exceed amount of Transportation Surtax funding awarded for the project during the negotiation of the Surtax Funding Agreement. If there are appropriated but unallocated Transportation Surtax Funds within the Adopted Municipal Transportation Surtax Funding, the County Administrator may, in their sole discretion and on a case-by-case basis, agree to include in the Surtax Funding Agreement a line item for Municipal Capital Project Contingency up to a maximum amount not-to-exceed twenty-five percent (25%) of the Transportation Surtax-funded portion of the Municipal Capital Project. The Transportation Surtax funds associated with Municipal Capital Project Contingency are payable on a reimbursement basis and may only be requested by Municipality after all work on the applicable project has been completed, as documented by final invoices for the project and certifications of completion from Municipality (including attestations from Municipality's project manager or engineer of record on the applicable project).

4.5. Grant Match Program. Commencing in Fiscal Year 2026 and continuing each subsequent Fiscal Year through Fiscal Year 2033, subject to the prioritization schedule shown in Section 4.1, County may allocate a portion of Adopted Municipal Transportation Surtax Funding towards a Grant Match Program. For Fiscal Year 2034 through Fiscal Year 2048, Grant Match Program funding shall be set at forty percent (40%) of the Adopted Municipal Transportation Surtax Funding after deducting the full maximum contracted amount for all Municipalities' Community Shuttle. The purpose of the Grant Match Program is to allow Municipalities to seek Transportation Surtax funds for use toward required local match amounts in connection with state or federal grant funding or appropriations for otherwise Eligible Municipal Projects. In addition to all other requirements contained in this 2025 ILA, the following shall apply to the Grant Match Program:

4.5.1. Each Municipality seeking funding from the Grant Match Program for an Eligible Municipal Project shall submit an application to MAP Administration providing details of the proposed Eligible Municipal Project for which funding is sought including, without limitation: (a) the geographic area where the project will be constructed; (b) the proposed start and completion date of the project; (c) the state or federal grant program or appropriation; (d) a copy of the grant application or notice of funding award (if applicable); and (e) such other information as MAP Administration may require.

4.5.2. Each proposed project is subject to County review for eligibility under Section 212.055(1)(d), Florida Statutes, and this 2025 ILA.

4.5.3. Approval may be subject to confirmation that the proposed project does not create deleterious competition to a project actively supported by County.

4.5.4. Each Municipality shall only be able to apply for funding from the Grant Match Program one (1) time each Fiscal Year. Multiple Municipalities may apply jointly for funding from the Grant Match Program for projects that are located within their collective jurisdictions. A joint application shall count as an application by each Municipality participating in the joint project.

4.5.5. To be eligible for funding through the Grant Match Program, the Municipality (or Municipalities, if a joint project) must pledge to fund at least twenty-five percent (25%) of the required local match from non-Transportation Surtax Funds.

4.5.6. Depending on availability of funds, County may, at the beginning of each Fiscal Year, establish and notify Municipalities of a per-project limit on match funding from the Grant Match Program.

Funding from the Grant Match Program is generally available on a first-come/first-served basis throughout the Fiscal Year. Funding from the Grant Match Program in the amount requested by each Municipality will be encumbered upon MAP Administration's approval of a completed Grant Match Program application. Municipality must notify MAP Administration in writing regarding the status of their grant or appropriation application no later than thirty (30) days after notices of award are announced by prospective grantors. If a Municipality is not awarded the state or federal grant or appropriation during that grant or legislative cycle, the Grant Match Program approval will be deemed cancelled and the encumbered funds will be made available to other Municipalities that wish to apply for funding from the Grant Match Program. If a Municipality receives a reduced amount of the grant or appropriation, the funding from the Grant Match Program will be reduced in a proportionate amount.

If Municipality is awarded a grant or appropriation for the Eligible Municipal Project and will receive funding from the Grant Match Program, in addition to all other obligations contained in the grant or appropriation agreement, Municipality must comply with all other requirements of this 2025 ILA in connection with its receipt of Transportation Surtax funding for that project, including the obligation to enter into a Surtax Funding Agreement for the project. To the extent there is any express, direct conflict between (a) the terms of this 2025 ILA and/or a Surtax Funding Agreement and (b) the requirements contained in any state or federal grant or appropriation (e.g., prohibitions or limitations on CBE or other County ordinance, etc.), the requirements of the federal or state grant or appropriation shall govern.

Commencing in March of each Fiscal year, MAP Administration will review the status of all previously approved Grant Match Program funding requests and cancel approvals of Grant Match Program funding under the following circumstances: (i) the grant or appropriation was not

awarded to the applicable Municipality; (ii) the Municipality's project was selected for the grant/appropriation but the award level is insufficient to allow the project to move forward without additional (and unavailable) non-Surtax funds from the Municipality; or (iii) the grant program ends without making an award. If a Grant Match Program approval is canceled, the Transportation Surtax funds associated with the County grant for that project will be unencumbered and be made available for other Eligible Municipal Projects, as more fully described in Section 4.6 below.

4.6. Unencumbered Grant Match Program Funds; New Municipal Capital Projects.

If approved Grant Match Program funding is unencumbered as provided in Section 4.5 above, MAP Administration will periodically notify the BCCMA in writing of the amount of funding that has become unencumbered and request that the BCCMA provide a written response regarding how such unencumbered funds should be utilized during the next Fiscal Year (i.e., reapplied to the Grant Match Program, used for additional Formula-based Funding for Municipal R&M Projects and On-demand Transportation Services, or dedicated to fund New Municipal Capital Projects through a competitive application process). If the BCCMA does not provide a written response to MAP Administration within sixty (60) days after receipt of the notice regarding the unencumbered funds, the County Administrator may, in their discretion, determine the disposition of such funds for Eligible Municipal Projects for the next Fiscal Year.

If the BCCMA advises that it wishes to have the unencumbered funds used to pay for New Municipal Capital Projects through a competitive application process, the BCCMA and MAP Administration will collaborate to establish the timeline for submission of such applications, the criteria to be utilized by the BCCMA to rank such applications, and any other material aspects of the program. The details regarding the application process and program will be distributed to all Municipalities at least sixty (60) days prior to the deadline for applications. All applications will be reviewed by County for eligibility for Transportation Surtax Funding pursuant to Section 212.055(1)(d), Florida Statutes, and the terms of this 2025 ILA. After eligibility determinations are made and the BCCMA completes its ranking process, the BCCMA shall provide the County Administrator with its list of recommended New Municipal Capital Projects. Any Municipality recommended for a New Municipal Capital Project that is ultimately approved by the County Commission for Transportation Surtax funding must enter into a Surtax Funding Agreement to receive Transportation Surtax funding.

ARTICLE 5. DISTRIBUTION OF TRANSPORTATION SURTAX PROCEEDS

5.1. County's Minimum Annual Guarantee; Project Funding; Annual True-Up.

5.1.1. For each Fiscal Year, the annual amount of Transportation Surtax appropriated for Eligible Municipal Projects shall be no less than the Minimum Annual Guarantee for the applicable Fiscal Year. Notwithstanding anything else stated in this 2025 ILA, the Parties acknowledge and stipulate that County has no obligation to fund Eligible Municipal Projects in any Fiscal Year in excess of the Minimum Annual Guarantee. In addition, the

Parties acknowledge and stipulate that County may in any Fiscal Year, without any further condition and in its sole discretion, utilize Transportation Surtax Proceeds in excess of the Minimum Annual Guarantee amount allocated to the Municipalities for that Fiscal Year to fund Eligible Municipal Project(s), whether or not the project(s) were ever ranked by the BCCMA and regardless of any ranking priority that had previously been assigned to the project(s). Further, the Parties agree that: (i) any Eligible Municipal Project's previous ranking does not apply to Municipal Capital Projects or Municipal R&M Projects that County elects to fund in excess of the Minimum Annual Guarantee; and (ii) County has complete discretion to fund any such Eligible Municipal Projects in excess of the Minimum Annual Guarantee if, and on such terms and conditions, that County chooses.

5.1.2. Each Fiscal Year, County shall perform an Annual True-Up comparing (i) the Adopted Municipal Transportation Surtax Funding for the previous Fiscal Year against (ii) the actual Transportation Surtax Proceeds received by County and (iii) the actual amount paid out to Municipalities for Eligible Municipal Projects.

5.1.2.1. If, as a result of the Annual True-Up, County determines that County received less Transportation Surtax Proceeds than anticipated and, as a result, the Adopted Municipal Transportation Surtax Funding paid to Municipalities in a Fiscal Year was more than the percentage of Transportation Surtax Proceeds that County advised Municipalities was committed by County to Municipalities for that Fiscal Year (such amount being the "Overpayment Amount"), County may, in the County Administrator's discretion, reduce the Adopted Municipal Transportation Surtax Funding in the next Fiscal Year or delay funding for Municipal Capital Projects (where: (a) a Surtax Funding Agreement for a construction phase has not been executed; or (b) the Municipality has not completed its solicitation or no Notice of Proceed to a contractor has been issued) until a future Fiscal Year, or a combination of both, provided the total amounts reduced or delayed does not exceed the Overpayment Amount. For example, if County anticipated to receive \$500 million in Transportation Surtax Proceeds for Fiscal Year 2025, and County committed 10% (\$50 million) to Municipalities for that Fiscal Year (so the Adopted Municipal Transportation Surtax Funding was budgeted at \$50 million), and upon completing the Annual True-Up in April/May 2026, County determined that only \$480 million in Transportation Surtax Proceeds were actually received by County in Fiscal Year 2025, County may reduce the Adopted Municipal Transportation Surtax Funding in Fiscal Year 2027 by the Overpayment Amount of \$2 million).

5.1.2.2. If, as a result of the Annual True-Up, County determines that either (i) more Transportation Surtax Proceeds were received by County than anticipated; or (ii) the full amount of Adopted Municipal Transportation Surtax Funding was not appropriated in that Fiscal Year for Community Shuttle and/or Eligible Municipal Projects (with the additional funds or the under-appropriated funds being the "Differential Amount"), then County, in its sole discretion, after

consultation with the BCCMA, will: (i) make funding available in the current Fiscal Year for Municipal Capital Project Contingency; and/or (ii) roll over funds to the next Fiscal Year to increase (a) the Formula-based Funding for Municipal R&M Projects and On-demand Transportation Services and/or (b) the funding of the Grant Match Program; the total additional funding available in the current Fiscal Year and the roll over funds to the next Fiscal Year shall not exceed the Differential Amount. For example, if County anticipated receiving \$500 million in Transportation Surtax Proceeds for Fiscal Year 2025, and committed 10% (\$50 million) in Transportation Surtax Proceeds to Municipalities for that Fiscal Year, and upon completing the Annual True-Up in April/May 2026, County determined that \$520 million in Transportation Surtax Proceeds was actually received in Fiscal Year 2025, County may add funding in Fiscal Year 2026 to Municipal Capital Project Contingency and/or increase the Adopted Municipal Transportation Proceeds in Fiscal Year 2027, up to an aggregate total of \$2 million. Any increase in funding to Municipalities due to the Annual True-Up shall not count towards the Minimum Annual Guarantee for the Fiscal Year in which the increase is made.

5.1.3. Upon a written request from a Municipality, County in its sole discretion may apply previously approved funding for a designated phase (i.e., planning and design) of an Eligible Municipal Project previously approved (whether during the term of this 2025 ILA or an earlier version of the ILA) to another phase of the same project (i.e., design or construction) if the following conditions are met: (i) the previously recommended phase(s) are completed or other circumstances render Transportation Surtax funding of those phase(s) futile (e.g., the phase was funded with non-Transportation Surtax funds); (ii) the replacement phase to be funded has been deemed by County to be statutorily eligible for Transportation Surtax funding; and (iii) Municipality demonstrates to MAP Administration that it has committed sufficient non-Transportation Surtax funds necessary to complete the replacement project phase. The funding amount previously approved for the replaced phase is the maximum amount that County will apply to the replacement phase. Any funding reallocated pursuant to this section shall be counted towards County's Minimum Annual Guarantee obligations for the applicable Fiscal Year that such funding was originally allocated.

5.1.4. The timing and process of funding any Eligible Municipal Project shall be consistent with Applicable Law, including Section 129.01, Florida Statutes. Transportation Surtax Proceeds shall not be utilized to fund any Eligible Municipal Project unless County has determined the project is legally eligible for funding with Transportation Surtax Proceeds. Notwithstanding anything in this 2025 ILA to the contrary, Transportation Surtax Proceeds may not be used to fund: (i) an Eligible Municipal Project submitted by a municipality that is not a party to this 2025 ILA; or (ii) any project (or element of a project) that is determined to be statutorily ineligible to be funded with Transportation Surtax Proceeds.

5.1.5. Reimbursements to Municipalities for Eligible Expenditures. Except for Formula-based Funding provided to Municipalities in accordance with this 2025 ILA, all other payments to Municipalities will be based on the funding schedule provided for in the applicable Surtax Funding Agreement (which may include advance funding and/or reimbursement-based funding). To the extent permissible under Applicable Law, the Surtax Funding Agreement may be executed after Municipality has expended non-Surtax funds on an Eligible Municipal Project but must be executed before County provides any Transportation Surtax funds for the Eligible Municipal Project, and the applicable Surtax Funding Agreement shall govern the eligibility (if any) of Municipality's earlier expenditures for reimbursement. Funding shall be limited to the funds budgeted and allocated for that project in the then-current Fiscal Year, as distributed by County consistent with this 2025 ILA.

5.2. County's Annual Budget and Five-Year Plan.

5.2.1. Minimum Annual Guarantee Satisfaction through Fiscal Year 2025. The Parties agree and stipulate that to the best of each Party's knowledge, funding allocated by County for Eligible Municipal Projects through the Effective Date meets all Minimum Annual Guarantee obligations through Fiscal Year 2025.

5.2.2. Fiscal Year Budgets and Five-Year Plans for Fiscal Year 2026 through 2033. For Fiscal Year 2026 and continuing through Fiscal Year 2033, in the normal course of County's annual budget and capital improvement planning process, County will, through the County Commission acting within its discretion, allocate funding for projects funded by the Transportation Surtax for the then-current Fiscal Year and approve a Five-Year Plan, including Eligible Municipal Projects and County projects planned to utilize Transportation Surtax funding.

5.2.3. County Commission Approval; Allocation for Eligible Municipal Projects. Through and including Fiscal Year 2033, MAP Administration will develop a proposed Municipal Five-Year Plan that includes at least the Adopted Municipal Transportation Surtax Funding, consistent with prior rankings made under the Second Amendment (subject to this 2025 ILA and any subsequent amendments) and County funding recommendations for the applicable Fiscal Years. MAP Administration will notify the BCCMA and Municipalities of County's proposed Municipal Five-Year Plan and the recommended municipal Transportation Surtax program for the applicable timeframe. As used in this 2025 ILA, an Eligible Municipal Project (including, as applicable, the designated phase of an Eligible Municipal Project) is "funded" when the allocation of funding for the Eligible Municipal Project (or the designated phase, as applicable) is included in County's adopted budget for that Fiscal Year. A list of all municipal Transportation Surtax funded projects (Municipal Capital Projects and Municipal R&M Projects) for Fiscal Years 2020 through 2029 are attached as Exhibit D.

5.2.4. County's Discretion to Reorder Funding of Eligible Municipal Projects. The Parties agree and stipulate that County, with written approval of the County Administrator or their written designee, under the circumstances set forth herein, may deviate from rankings of Eligible Municipal Projects to accelerate or delay funding of an Eligible Municipal Project for the applicable Fiscal Year with the goal of ensuring Transportation Surtax Proceeds are utilized legally, responsibly, efficiently, and with the least disruption to visitors, residents, and businesses. Deviations from rankings of Eligible Municipal Projects in one Fiscal Year shall not operate to automatically modify the order of priority for funding of Eligible Municipal Projects in any subsequent Fiscal Year, which decision shall remain with the County Administrator or their written designee and subject to the provisions of this section. If County uses its discretion pursuant to this section in any Fiscal Year, it shall provide written notice to the impacted Municipality(ies) of such deviation and the reason(s) for such deviation and commit to promptly fund any delayed Eligible Municipal Project(s) once the reason(s) for the deviation as stated in County's written notice are resolved, subject to the availability of Transportation Surtax funds committed by County for the applicable Fiscal Year. The circumstances under which County may exercise its discretion pursuant to this section include but are not limited to the following:

a. Demonstrated need, documented in writing, to coordinate the construction timeline of the applicable Eligible Municipal Project and the timing of other projects that affect the same or nearby transportation elements, to avoid waste;

b. The Eligible Municipal Project is scheduled for construction funding for that Fiscal Year but is not ready for construction to commence for any of the following reasons:

(i) The Municipality does not have 100% complete, signed, sealed, design plans and required construction documents for the project;

(ii) The Municipality has not obtained the written approval necessary to construct the project from the owner(s) of the impacted road(s);

(iii) Right-of-way required to construct the project has not been acquired;

(iv) The permits required to construct the project have not been obtained;

(v) The utility relocation required for the project to begin construction work has not been completed or a utility relocation plan has not yet been approved by all applicable entities;

(vi) Design plans for the Eligible Municipal Project materially change the project in ways that impact the construction phase or otherwise impact the project's statutory eligibility, as determined by the Transportation Surtax General Counsel;

(vii) Non-Transportation Surtax funding required to construct the project is not available; or

(viii) The construction of the project requires coordination with other projects being constructed in the area.

c. The applicable Municipality(ies) fails to execute or materially breaches a Surtax Funding Agreement or this 2025 ILA;

d. The timing of a Municipality's receipt of non-Transportation Surtax funding in the form of grants and/or appropriations necessitates modifying a project schedule; and/or

e. When necessary to comply with the laws, rules, court decisions, orders, and regulations of applicable governmental authorities.

5.3. County Discretion to Terminate Funding for Municipal Capital Projects. MAP Administration may, in its discretion, terminate funding for a Municipal Capital Project, in any phase, if (i) it fails to meet the construction-ready requirements listed in Section 5.2.4. above, or (ii) Municipality fails to enter into a Surtax Funding Agreement within 180 days after (a) the project's funding is appropriated by the County Commission, and (b) all prior phases and County reviews and approvals of the project have been completed (e.g., OESBD review, etc.). If a project is terminated, it will lose its ranking and its allocated funding will become available to fund other Eligible Municipal Projects for any of the applicable Municipalities in the then-current Fiscal Year or within two (2) Fiscal Years thereafter, whether through the Formula-based Funding or by additional funding being made available to the Grant Match Program or for Municipal Capital Project Contingency (construction projects only). Such reallocated funding from terminated projects shall count towards County's satisfaction of the Minimum Annual Guarantee in the Fiscal Year in which the funding was originally intended to be spent and not in the Fiscal Year in which it was reallocated to other Eligible Municipal Projects. A Municipality may elect to resubmit for consideration, in a subsequent Fiscal Year, an Eligible Municipal Project previously terminated by County. If Municipality disagrees with MAP Administration's termination of a project pursuant to this section, Municipality may, within fifteen (15) days after MAP Administration provides written notice to Municipality of termination, provide MAP Administration with written notice of its intent to seek further review of the termination and request for up to an additional ninety (90) day extension from County to either satisfy the conditions that were the basis of the determination to terminate or have the project be placed under a Surtax Funding Agreement, as applicable. Municipality shall, within thirty (30) days after timely providing notice of its intent to seek further review, provide MAP Administration with all documentation and other materials it wishes to have considered by the County Administrator. The decision of the County Administrator

on whether to confirm the termination or provide the extension to Municipality is final. If the County Commission amends the Transportation Surtax Ordinance to authorize the Oversight Board to perform the functions of County Administrator set forth in this section regarding review and consideration of extension requests, all references to the County Administrator in this section relating to extension requests shall be automatically replaced with "Oversight Board."

5.4. County's Discretion to Deliver an Eligible Municipal Project. County may elect, at any time prior to executing a Surtax Funding Agreement for the project and with the consent of the applicable Municipality(ies) (which consent shall not be unreasonably withheld), to have County or FDOT deliver any Eligible Municipal Project. County will provide written notice to the Municipality of its intent to deliver the project. In such circumstances, the funding that would have been provided to Municipality for it to deliver the Eligible Municipal Project will be retained by County and/or paid to FDOT for the construction of the project. Notwithstanding the delivery of an Eligible Municipal Project by County or FDOT, the funding for the project will be counted toward that Fiscal Year's satisfaction of County's Minimum Annual Guarantee obligations.

5.5. Surtax Funding Agreements. For each Eligible Municipal Project, the Municipalities shall receive Transportation Surtax Proceeds from County subject to and upon execution of a Surtax Funding Agreement between County and Municipality. Transportation Surtax-funded Eligible Municipal Projects must comply with the County Business Enterprise Program (in effect at the time the Surtax Funding Agreement is executed) and include a CBE goal as determined by the Office of Economic and Small Business Development. As of the Effective Date, each Eligible Municipal Project (other than On-demand Transportation Services) shall include, to the extent permitted by Applicable Law, at least a 30% CBE commitment of the Transportation Surtax Proceeds utilized for the project, unless such requirement is determined inapplicable by the Director of County's Office of Economic and Small Business Development or is modified or waived by the County Commission. In addition to the foregoing, each Surtax Funding Agreement will include various requirements that Municipality must agree to in connection with the project, including without limitation requirements that it comply with all Applicable Law relating to the procurement of the contractor performing the work, the utilization of certain provisions contained within County's surtax-funded construction contract, obligations to provide financial and status reports regarding the project for the project's duration, adequate supporting documentation, and such other requirements as may be requested by MAP Administration.

ARTICLE 6. ADDITIONAL REQUIREMENTS

6.1. Each Municipality shall: (a) fully comply and otherwise fully cooperate with the auditing, project review, and oversight requirements stated in Section 31½-71, et seq., Broward County Code of Ordinances, as same may be amended by County; (b) ensure that all of its expenditures of Transportation Surtax Proceeds are consistent with Applicable Law and with any conditions required by the County Commission; and (c) comply with the reporting requirements stated in the applicable Surtax Funding Agreement, which may include requirements to report project financials, performance data, and deliverables, as may be prescribed by MAP Administration.

6.2. Reporting and Accounting. Each Municipality receiving Transportation Surtax Proceeds shall deposit and maintain all Transportation Surtax Proceeds in a segregated fund or account, which shall be subject to annual reporting by Municipality as part of Municipality's required independent financial audit, along with audit by County and/or the Oversight Board. Any interest earned or proceeds received by Municipality for any Transportation Surtax funds shall constitute Transportation Surtax Proceeds and may only be utilized by Municipality for Eligible Municipal Projects and in accordance with the terms of the applicable Surtax Funding Agreement. Upon prior written approval by County, Municipality may utilize other methods of separate accounting for the Transportation Surtax Proceeds provided the accounting method permits a full and complete audit of the funds.

6.3. Permitting. To limit public inconvenience and facilitate the expeditious and efficient completion of projects funded with Transportation Surtax Proceeds, for any project funded by Transportation Surtax Proceeds that is performed by County and is in whole or in part within the geographical boundaries of Municipality, that Municipality shall waive, unless prohibited by applicable state or federal law, all municipal permitting requirements, except that this requirement shall not apply to any portion of construction work performed by County that will be owned, operated, and maintained by that Municipality. This waiver shall apply to, without limitation, the requirements of permit application, permit issuance, inspections, and permitting fees. County shall be responsible for ensuring adequate plan review, inspections, and compliance with state and County standards for work performed by County. County shall waive all County permitting fees for Municipal Capital Projects and Municipal R&M Projects unless and to the extent prohibited by applicable state or federal law.

6.4. Road Closures. To the extent requested by County, each Municipality shall institute and comply with a cooperative notification program, in a format prescribed by County, that ensures County is promptly notified and promptly provided with data reasonably requested by County regarding all municipal roads in Municipality that are closed for any reason, including but not limited to construction of Eligible Municipal Projects, other construction, or flooding.

6.5. Branding and Marketing. Each Municipality shall participate in reasonable branding and marketing efforts in the manner and content prescribed by County, including but not limited to signage prominently acknowledging that the applicable projects are funded with Transportation Surtax Proceeds. Such branding and marketing shall utilize County-approved wording, logos, or other imagery that acknowledges the project contributions of County, the applicable Municipality or Municipalities, and other participating agencies, when applicable. Municipalities receiving Transportation Surtax funds must coordinate with MAP Administration regarding the type, location, and quantities of signage for each project. The costs for all construction signage, memorialized signage, and other branding and marketing materials requested by County pursuant to this section shall be paid by MAP Administration using Transportation Surtax Proceeds. County branding and marketing materials for Eligible Municipal Projects does not count towards the Minimum Annual Guarantee.

6.6. Data Collection and Sharing. To the extent requested by MAP Administration, each Municipality shall ensure that each of its projects funded in whole or in part with Transportation Surtax Proceeds includes incorporation and placement of sensors or other devices on municipal roads, rights-of-way, properties, and assets, for County-approved applications for mobility-related data collection purposes, provided such placement shall not unreasonably interfere with the aesthetics or Municipality's use of such roads, rights-of-way, properties, or assets. County shall fund the costs for any such incorporation and placement requested by County. To the extent that Municipality controls data collection from these sensors or other devices, each Municipality shall ensure the collection of data includes and is consistent with the scope, type, frequency, quantity, and format requested by County to facilitate countywide collection and utilization of transportation data. For the useful life of the applicable Eligible Municipal Project, to the extent requested by MAP Administration, each Municipality shall provide County with all access to such data, including recurring or real-time access or periodic download, as appropriate.

ARTICLE 7. GENERAL PROVISIONS

7.1. Term of Agreement. This 2025 ILA shall remain in full force and effect until all Transportation Surtax Proceeds paid by County for Eligible Municipal Projects have been fully expended by all Municipalities and ninety (90) days have elapsed after the Oversight Board has completed its review of each applicable Party's final audit.

7.2. No Impact on Future Levies. Nothing in this 2025 ILA shall impact in any way, whatsoever, any future ballot question seeking to impose, extend, or increase any levy of any surtax, or impact in any way any distribution from any such new, extended, or increased levy.

7.3. Funding Limited to Transportation Surtax Proceeds. County's funding obligations under this 2025 ILA shall be met using only Transportation Surtax Proceeds, and all funding provided by County shall be consistent with and subject to Applicable Law, including Section 129.01, Florida Statutes. Should there be a change in Applicable Law that results in the elimination or otherwise materially modifies the Transportation Surtax (e.g., a requirement that County reduce *ad valorem* taxes as a condition of keeping the Transportation Surtax, etc.), County shall have the right, in the County Commission's discretion, to terminate this 2025 ILA and any Surtax Funding Agreement then in effect, with such termination(s) effective as of the change in Applicable Law, and no further funding obligations pursuant to this 2025 ILA or the applicable Surtax Funding Agreement shall remain after the effective date of such termination. Notwithstanding the termination right referenced in the prior sentence, Surtax Funding Agreements that were executed prior to the effective date of the change in Applicable Law will not be terminated so long as the change in Applicable Law contains a "grandfathering" provision that permits County to continue funding such Surtax Funding Agreements with Transportation Surtax Proceeds through the expiration of such agreements. Any termination by County pursuant to this section shall not constitute a breach of any obligations to the Municipalities hereunder or under any Surtax Funding Agreement.

7.4. Amendment. This 2025 ILA may be amended, and such amendment shall be binding on all Parties, as follows:

7.4.1. By a written document formally approved by County and by such Municipalities that both (i) constitute a majority of Municipalities that are a Party to this 2025 ILA, and (ii) cumulatively represent more than 50% of Broward County's total population; and

7.4.2. Notwithstanding Section 7.4.1 above, no amendment that directly or indirectly: (i) creates any additional liability or obligation of any one Party (but not all Parties); (ii) disproportionately removes a right of only one Party; or (c) has a disproportionate, material adverse effect on any Party, will be effective unless it is approved by such Party (or Parties) as evidenced by the adoption of a resolution approving the amendment by that Party's (or Parties') elected body.

7.5. Governing Law, Venue, and Waiver of Jury Trial. This 2025 ILA shall be interpreted and construed in accordance with, and governed by, the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, on in connection with this 2025 ILA shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. **BY ENTERING INTO THIS 2025 ILA, EACH PARTY EXPRESSLY WAIVES ANY AND ALL RIGHTS THAT PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS 2025 ILA.**

7.6. Counterparts. This 2025 ILA may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same agreement.

7.7. Further Actions. If an audit conducted in connection herewith or in connection with Chapter 31½, Broward County Code of Ordinances, documents any misspent funds or other violation of this 2025 ILA by one or more Municipalities, the Party in violation shall promptly take all reasonable and required actions to correct the violation. This provision shall survive the expiration or earlier termination of this 2025 ILA.

7.8. Notices. For a notice to a Party to be effective, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notices shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

As to County: Broward County Administrator
 115 S. Andrews Avenue, Room 409
 Fort Lauderdale, FL 33301
 Email: mcepero@broward.org

With a copy to: Broward County Attorney
115 S. Andrews Avenue, Room 423
Fort Lauderdale, FL 33301
Email: nklitsberg@broward.org
ameyers@broward.org

As to Municipality: Manager/Administrator
Name, address, and current email provided on signature page

With a copy to: Municipal Attorney
Name, address, and current email provided on signature page

As to BCCMA: BCCMA President
Name, address, and current email provided on signature page

With a copy to: BCCMA Counsel
Name, address, and current email provided on signature page

A Party's notice address may be changed at any time by that Party giving notice of such change consistent with the requirements of this section.

7.9. Entire Agreement. This 2025 ILA constitutes the final and complete understanding of the Parties regarding the subject matter of the items addressed herein, and except as expressly provided for in this 2025 ILA, supersedes the Original ILA, the First Amendment, the Second Amendment, and all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this 2025 ILA that is not expressly contained herein, except for those contained in Surtax Funding Agreements relating to specific Eligible Municipal Projects (whether associated with Community Shuttle, Municipal R&M Project, Municipal Capital Project, or otherwise). To the extent of any conflict between or among this 2025 ILA, the Original ILA, First Amendment, or Second Amendment, the provisions of this 2025 ILA shall prevail.

7.10. Headings. The section and subsection headings in this 2025 ILA are inserted for convenience only and shall not affect in any way the meaning or interpretation of this 2025 ILA.

7.11. Joint Preparation. The preparation of this 2025 ILA has been a joint effort of the Parties hereto, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against any Party.

7.12. Severability. If any portion of this 2025 ILA is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective and the Parties agree to negotiate in good faith to modify the invalidated portion of this 2025 ILA in a manner designed to effectuate the intent of the Parties.

7.13. Advice of Counsel. Each Party acknowledges and agrees that it has had the opportunity to consult with and be represented by counsel of its choice in connection with the negotiation and preparation of this 2025 ILA.

7.14. Individual Liability. Except for the obligations of Municipalities to defend, indemnify, and/or hold County harmless as provided for in this 2025 ILA or in an individual agreement associated with an Eligible Municipal Project, each Party agrees and commits to fully comply with the obligations of this 2025 ILA for that Party, with each Party only being responsible for its own compliance; a default by any one Party of any obligation under this 2025 ILA shall not constitute a default by any other Party.

7.15. Waiver and Release. Each Party agrees and stipulates that as of the Effective Date, there has been no known breach, by any Party, of any right, obligation, term, or other condition of the Original ILA, the First Amendment, and/or the Second Amendment. To the extent any Party has actual knowledge of any potential claim for a breach or default under the Original ILA, the First Amendment, and/or the Second Amendment that accrued prior to the Effective Date, each Party fully waives and releases such claims against each other Party. Notwithstanding anything in this section to the contrary, this section shall not in any way impact any claims, defenses, or rights that a Party may have pursuant to a Surtax Funding Agreement that was executed prior to the Effective Date and during the effective period of the Original ILA, the First Amendment, or the Second Amendment.

7.16. Measurement of Time; Time of the Essence. All time periods referenced in this 2025 ILA shall be measured in calendar days. Time is of the essence for all Municipality obligations under this 2025 ILA.

[The remainder of this page is intentionally blank]

IN WITNESS WHEREOF, the Parties have made and executed this 2025 Amended and Restated Transportation System Surtax Interlocal Agreement (Third Amendment) on the respective dates under each signature: BROWARD COUNTY, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 10th day of June, 2025 (Agenda Item 65); the BCCMA, signing by and through its authorized officer or official; and each Municipality, signing by and through its authorized officer or official.

COUNTY

ATTEST:

Broward County, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

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

By: _____
Nathaniel A. Klitsberg (Date)
Transportation Surtax General Counsel

NAK
Amended and Restated ILA (3rd Amendment) 5-14-25.docx
06/09/2025
#1168734.20

**2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)**

CITY/TOWN/VILLAGE OF _____ through its governing body, signing by and through its _____, authorized to execute the same by action of its governing body on the _____ day of _____, 2025.

MUNICIPALITY

WITNESS:

Signature of Witness

By: _____
Dawn Miller, Mayor

Print or Type Name of Witness

_____ day of _____, 2025

Signature of Witness

By: _____
Mac Serda, Town Manager

Print or Type Name of Witness

_____ day of _____, 2025

ATTEST:

Notices to Municipality: (name/address/email)

Sherry D. Henderson, Town Clerk

Mac Serda, Town Manager

Approved as to legal form by:

Town of Hillsboro Beach Town Hall

1210 Hillsboro Mile, Hillsboro Beach, FL 33062

Donald J. Doody, Town Attorney

With a copy to Municipality Counsel:

Goren, Cherof, Doody & Ezrol, P.A.

ATTN: Donald J. Doody, Town Attorney

3099 East Commercial Boulevard, Suite 200

Fort Lauderdale, FL 33308

**2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)**

The Broward County City Managers Association, Inc., through its governing body, signing by and through its _____, authorized to execute the same by BCCMA action on the _____ day of _____, 2025.

BCCMA

WITNESS:

Signature of Witness

By: _____
Signature

Print or Type Name of Witness:

Print Name/Title:

_____ day of _____, 2024

Signature of Witness

Print or Type Name of Witness

Approved as to form by:
BCCMA Counsel

Notices to BCCMA: (name/address/email)

Signature

Print Name

With a copy to BCCMA Counsel:

EXHIBIT A**Cycle 1 Municipal Capital Projects (MCP) Not Under a Surtax Funding Agreement**

Project ID	FY Approved	Municipality
COOP-036	2020	Cooper City
DEER-003	2020	Deerfield Beach
LLAK-006	2020	Lauderdale Lakes
MARG-002	2020	Margate
MARG-047	2020	Margate
OAKL-007	2020	Oakland Park
PPIN-039	2020	Pembroke Pines
PPRK-010	2020	Pembroke Park
SUNR-075	2020	Sunrise
TAMA-008	2020	Tamarac
WILT-009	2020	Wilton Manors
WPRK-007	2020	West Park

**Cycle 1 Municipal Rehabilitation & Maintenance Projects (R&M)
Not Under a Surtax Funding Agreement**

Project ID	FY Approved	Municipality
DBEACH-FY2020-00001	2020	Dania Beach
FTLAUD-FY2020-00001	2020	Fort Lauderdale
HBEACH-FY2020-00001	2020	Hallandale Beach
LAHILL-FY2020-00001	2020	Lauderhill
LHPOINT-FY2020-00001	2020	Lighthouse Point
LHPOINT-FY2020-00002	2020	Lighthouse Point
LLAKES-FY2020-00001	2020	Lauderdale Lakes
MARG-FY2020-00001	2020	Margate
MARG-FY2020-00002	2020	Margate
MARG-FY2020-00003	2020	Margate
MARG-FY2020-00004	2020	Margate
NRTHLAUD-FY2020-00006	2020	North Lauderdale
NRTHLAUD-FY2020-00008	2020	North Lauderdale
OAKLAND-FY2020-00003	2020	Oakland Park
SUNRISE-FY2020-00003	2020	Sunrise
SUNRISE-FY2020-00006	2020	Sunrise

EXHIBIT B
Fiscal Year 2026 Formula-based Funding Amounts

Municipal Centerline Mileage (Data as of September 30, 2023)				Formula Allocation by Municipality FY2026	
Municipality	Municipal Roads			Amount: \$30,000,000	
	Paved	Unpaved	Total Miles	Percentage of Centerline Miles ⁽¹⁾	Surtax Allocation ⁽²⁾
Coconut Creek	48.000	0.000	48.000	1.14%	\$343,110
Cooper City	75.040	0.000	75.040	1.79%	\$536,396
Coral Springs	226.100	0.000	226.100	5.39%	\$1,616,193
Dania Beach	93.265	0.000	93.265	2.22%	\$666,671
Davie	310.210	5.500	315.710	7.52%	\$2,256,738
Deerfield Beach	146.600	0.000	146.600	3.49%	\$1,047,917
Ft. Lauderdale	509.500	27.900	537.400	12.80%	\$3,841,408
Hallandale Beach	68.193	0.000	68.193	1.62%	\$487,453
Hillsboro Beach ⁽³⁾	0.500	0.000	0.500	0.01%	\$3,574
Hollywood	365.370	61.100	426.470	10.16%	\$3,048,465
Lauderdale-By-The-Sea	16.680	0.000	16.680	0.40%	\$119,231
Lauderdale Lakes	44.000	0.000	44.000	1.05%	\$314,518
Lauderhill	106.500	0.000	106.500	2.54%	\$761,276
Lazy Lake Village	2.000	0.000	2.000	0.05%	\$14,296
Lighthouse Point	45.500	0.000	45.500	1.08%	\$325,240
Margate	101.090	0.000	101.090	2.41%	\$722,605
Miramar	166.380	0.000	166.380	3.96%	\$1,189,307
North Lauderdale	54.000	0.000	54.000	1.29%	\$385,999
Oakland Park	115.000	0.000	115.000	2.74%	\$822,036
Parkland	29.200	0.000	29.200	0.70%	\$208,726
Pembroke Park	9.900	0.000	9.900	0.24%	\$70,767
Pembroke Pines	469.850	0.000	469.850	11.20%	\$3,358,551
Plantation	219.800	0.000	219.800	5.24%	\$1,571,160
Pompano Beach	279.208	0.000	279.208	6.65%	\$1,995,816
Sea Ranch Lakes	2.040	0.000	2.040	0.05%	\$14,582
Southwest Ranches	67.600	0.300	67.900	1.62%	\$485,358
Sunrise	186.020	8.400	194.420	4.63%	\$1,389,740
Tamarac	136.860	0.000	136.860	3.26%	\$978,294
West Park	51.550	0.000	51.550	1.23%	\$368,486
Weston	100.743	0.000	100.743	2.40%	\$720,125
Wilton Manors	47.000	0.000	47.000	1.12%	\$335,962
TOTALS	4,093.699	103.200	4,196.899	100%	\$30,000,000

Source: 2023 City County Mileage, FDOT City/County Road Mileage Report, Retrieved from https://ftp.fdot.gov/public/folder/nNfLAvm106mshfAabOmyQ/City_and_County_Roads [BCCMA Surtax Subcommittee]

Notes:

- (1) **Percentage of Centerline Miles** is calculated using the Total of Paved + Unpaved Municipal-owned Roads
- (2) **Surtax Allocation** is obtained by applying the **Percentage of Centerline Miles** by Municipality to \$30,000,000
- (3) Hillsboro Beach reports both .5 public miles, and 0; allocation calculated with 0.5 miles

EXHIBIT C
List of Municipal Capital Project Tails

Surtax Municipal Capital Project Information for Projects with Unfunded Tails ⁽¹⁾								
Project Information				Project Phase & Future Programming Information			Unfunded Phase(s) & Future Funding Information	
	Municipality	Project ID	Project Name	Funded Phase	Fiscal Year Programmed	Amount Programmed	Unfunded Phase	Estimated Cost (2)
1	Wilton Manors	WILT-22-001	Five Points Redesign Project Construction Phase	Design	2026	\$ 500,000.00	Construction	\$ 4,725,000
2	Miramar	MIRA-017	Bass Creek Road Expansion from SW 148th Avenue to FL Turnpike	Design	2027	\$ 506,520.00	Construction	\$ 4,280,128
3	Oakland Park	OAKL-22-020	NE 6th Avenue Improvements	Planning	2028	\$ 552,779.00	Design & Construction	\$ 12,823,731
4	Oakland Park	OAKL-22-003	NW 39th Street Improvements	Planning	2028	\$ 235,414.00	Design & Construction	\$ 3,554,459
5	Fort Lauderdale	FORT-22-001	SW 14 Avenue and Middle Street capacity increase and added parking lane	Design	2028	\$ 223,320.00	Construction	\$ 7,882,936
6	West Park	WPRK-001	County Line Road from SW 56th Avenue to South State Road 7 Improvement	Design	2027	\$ 115,400.00	Construction	\$ 1,350,729
7	Weston	WEST-312	South Post Road Roadway Improvements	Design	2027	\$ 1,181,617.00	Construction	\$ 10,851,452
8	Miramar	MIRA-013	SW 184th Avenue Expansion from Miramar Parkway to Pembroke Road	Design	2028	\$ 1,527,120.00	Construction	\$ 25,106,984

Notes:

- (1) Projects #1-5 were recommended by the MPO for construction funding in new fifth year of Municipal Five-Year Plan (FY2030), totaling \$33,266,254.
- (2) Estimated cost utilized for unfunded phases is based on the data and report created by the MPO, titled "Ranking and Recommendations Cycle 6 Results," submitted to the County on April 15, 2025.

EXHIBIT D **Municipal Five-Year Plans for Fiscal Years 2020 - 2029**

TYPE	CYCLE	MUNICIPALITY	PROJECT ID	FY 2020	PH	FY 2021	PH	FY 2022	PH	FY 2023	PH	FY 2024	PH	FY 2025	PH	FY 2026	PH	FY 2027	PH	FY 2028	PH	FY 2029	PH	Total
RBM	1	Lauderhill	BC-LAHL-FY2020-00001	\$ 15,500	C																			\$ 15,500
RBM	1	Plantation	BC-PLANT-FY2020-00002	\$ 2,749,823	C																			\$ 2,749,823
RBM	1	Fort Lauderdale	BC-FLAUD-FY2020-00002	\$ 2,553,217	C																			\$ 2,553,217
RBM	1	Hollywood	BC-HLYWD-FY2020-00002	\$ 1,666,863	C																			\$ 1,666,863
RBM	1	Fort Lauderdale	BC-FLAUD-FY2020-00004	\$ 1,617,300	C																			\$ 1,617,300
RBM	1	Hollywood	BC-HLYWD-FY2020-00001	\$ 2,967,457	C																			\$ 2,967,457
RBM	1	Tamarac	BC-TAM-FY2020-00001	\$ 2,817,339	C																			\$ 2,817,339
RBM	1	Coconut Creek	BC-CREEK-FY2020-00001	\$ 3,000,000	C																			\$ 3,000,000
RBM	1	Deerfield Beach	BC-DBEACH-FY2020-00001	\$ 791,219	C																			\$ 791,219
RBM	1	Southwest Ranches	BC-SWRANCHES-FY2020-00000	\$ 1,223,165	C																			\$ 1,223,165
RBM	1	Lighthouse Point	BC-LHPOINT-FY2020-00001	\$ 913,588	C																			\$ 913,588
RBM	1	Oakland Park	BC-OAKLAND-FY2020-00001	\$ 2,981,440	C																			\$ 2,981,440
RBM	1	Miramar	BC-MIRAM-FY2020-00003	\$ 2,234,426	C																			\$ 2,234,426
RBM	1	Southwest Ranches	BC-SWRANCHES-FY2020-00000	\$ 737,005	C																			\$ 737,005
RBM	1	Hollywood	BC-HLYWD-FY2020-00003	\$ 1,038,006	C																			\$ 1,038,006
RBM	1	Hallandale Beach	BC-HBEACH-FY2020-00001	\$ 2,971,710	C																			\$ 2,971,710
RBM	1	Oakland Park	BC-OAKLAND-FY2020-00002	\$ 2,072,800	C																			\$ 2,072,800
RBM	1	Miramar	BC-MIRAM-FY2020-00002	\$ 1,854,177	C																			\$ 1,854,177
RBM	1	Weston	BC-WESTON-FY2020-00004	\$ 72,765	C																			\$ 72,765
RBM	1	Cooper City	BC-COOPERC-FY2020-00001	\$ 1,036,960	C																			\$ 1,036,960
RBM	1	Dania Beach	BC-DBEACH-FY2020-00001	\$ 297,905	C																			\$ 297,905
RBM	1	Miramar	BC-MIRAM-FY2020-00001	\$ 1,995,001	C																			\$ 1,995,001
RBM	1	Coral Springs	BC-SPRINGS-FY2020-00001	\$ 399,406	C																			\$ 399,406
RBM	1	North Lauderdale	BC-NRTHLAUD-FY2020-00008	\$ 1,440,093	C																			\$ 1,440,093
RBM	1	Margate	BC-MARG-FY2020-00002	\$ 293,350	C																			\$ 293,350
RBM	1	Weston	BC-WESTON-FY2020-00001	\$ 596,268	C																			\$ 596,268
RBM	1	Fort Lauderdale	BC-FLAUD-FY2020-00001	\$ 1,252,300	C																			\$ 1,252,300
RBM	1	Margate	BC-MARG-FY2020-00001	\$ 176,064	C																			\$ 176,064
RBM	1	Lighthouse Point	BC-LHPOINT-FY2020-00002	\$ 1,051,247	C																			\$ 1,051,247
RBM	1	North Lauderdale	BC-NRTHLAUD-FY2020-00006	\$ 2,914,575	C																			\$ 2,914,575
RBM	1	Sunrise	BC-SUNRISE-FY2020-00003	\$ 852,796	C																			\$ 852,796
RBM	1	Pembroke Pines	BC-PBRKPINES-FY2020-00001	\$ 483,380	C																			\$ 483,380
RBM	1	Weston	BC-WESTON-FY2020-00002	\$ 191,834	C																			\$ 191,834
RBM	1	Fort Lauderdale	BC-FLAUD-FY2020-00003	\$ 522,757	C																			\$ 522,757
RBM	1	Margate	BC-MARG-FY2020-00003	\$ 1,053,184	C																			\$ 1,053,184
RBM	1	Wilton Manors	BC-WMANORS-FY2020-00001	\$ 1,334,667	C																			\$ 1,334,667
RBM	1	Wilton Manors	BC-WMANORS-FY2020-00003	\$ 1,425,600	C																			\$ 1,425,600
RBM	1	Wilton Manors	BC-WMANORS-FY2020-00002	\$ 1,651,467	C																			\$ 1,651,467
RBM	1	Sunrise	BC-SUNRISE-FY2020-00006	\$ 1,853,260	C																			\$ 1,853,260
RBM	1	Lauderdale Lakes	BC-LLAKES-FY2020-00001	\$ 400,000	C																			\$ 400,000
MCP	1	Wilton Manors	WILT-006	\$ 247,711	C																			\$ 247,711
MCP	1	Sunrise	SUNR-025.1	\$ 5,180,000	C																			\$ 5,180,000
MCP	1	Pompano Beach	POMP-004	\$ 1,174,741	C																			\$ 1,174,741
MCP	1	North Lauderdale	NLAU-007.1	\$ 1,998,187	C																			\$ 1,998,187
MCP	1	Weston	WEST-224	\$ 1,612,082	C																			\$ 1,612,082
MCP	1	West Park	WPRK-004	\$ 1,638,987	C																			\$ 1,638,987
MCP	1	Coral Springs	CORA-115.1	\$ 496,917	C																			\$ 496,917
MCP	1	Dania Beach	DANI-009	\$ 2,191,740	C																			\$ 2,191,740
MCP	1	Davee	DAVE-003	\$ 4,859,167	C																			\$ 4,859,167
MCP	1	Cooper City	COOP-036	\$ 30,000	C																			\$ 30,000
MCP	1	Hallandale Beach	HALL-026	\$ 513,600	C																			\$ 513,600
MCP	1	Deerfield Beach	DEER-003	\$ 800,000	C																			\$ 800,000
MCP	1	Southwest Ranches	SWRA-032	\$ 124,000	C																			\$ 124,000
MCP	1	Oakland Park	OAKL-099	\$ 330,000	C																			\$ 330,000
MCP	1	Hollywood	HOLL-064	\$ 5,000,000	C																			\$ 5,000,000
MCP	1	Pembroke Park	PPRK-002					\$ 1,272,115	C															\$ 1,272,115
MCP	1	Fort Lauderdale	FORT-122	\$ 2,596,668	C																			\$ 2,596,668
MCP	1	Tamarac	TAMA-003.1	\$ 528,902	C																			\$ 528,902
MCP	1	Wilton Manors	WILT-012	\$ 629,804	C																			\$ 629,804
MCP	1	Pompano Beach	POMP-006	\$ 3,741,868	C																			\$ 3,741,868
MCP	1	Hallandale Beach	HALL-005	\$ 2,977,563	C																			\$ 2,977,563
MCP	1	Davee	DAVE-001	\$ 1,000,000	C																			\$ 1,000,000
MCP	1	Hollywood	HOLL-035	\$ 700,000	C																			\$ 700,000
MCP	1	Lauderdale Lakes	LLAK-015	\$ 863,663	C																			\$ 863,663
MCP	1	Weston	WEST-308	\$ 319,086	C																			\$ 319,086
MCP	1	Weston	WEST-307.1	\$ 232,739	C																			\$ 232,739
MCP	1	Tamarac	TAMA-014	\$ 445,817	C																			\$ 445,817
MCP	1	Wilton Manors	WILT-013	\$ 639,650	C																			\$ 639,650
MCP	1	Miramar/Pembroke Pines	MIRA-001	\$ 5,930,000	D	\$ 3,500,000	R					\$ 10,000,000	C	\$ 10,000,000	C	\$ 11,000,000	C	\$ 10,000,000	C	\$ 10,000,000	C			\$ 60,430,000
MCP	1	Fort Lauderdale	FORT-108	\$ 195,000	P					\$ 780,000	D			\$ 2,762,500	C	\$ 2,762,500	C							\$ 6,500,000
MCP	1	Oakland Park	OAKL-023	\$ 945,000																				

TYPE	CYCLE	MUNICIPALITY	PROJECT ID	FY 2020	PH	FY 2021	PH	FY 2022	PH	FY 2023	PH	FY 2024	PH	FY 2025	PH	FY 2026	PH	FY 2027	PH	FY 2028	PH	FY 2029	PH	Total
MCP	1	Lighthouse Point	LHP-010	\$ 67,500	P							\$ 270,000	D	\$ 1,912,500	C									\$ 2,250,000
MCP	1	North Lauderdale	NLAU-007.2	\$ 360,218	D			\$ 4,639,782	C															\$ 5,000,000
MCP	1	Margate	MARG-002	\$ 20,880	D					\$ 153,120	C													\$ 174,000
MCP	1	Fort Lauderdale	FORT-104	\$ 360,000	D			\$ 2,640,000	C															\$ 3,000,000
MCP	1	Oakland Park	OAKL-007	\$ 150,000	P																			\$ 150,000
MCP	1	Coral Springs	CORA-008	\$ 600,000	P									\$ 250,000	D	\$ 9,450,000	C	\$ 9,700,000	C					\$ 20,000,000
MCP	1	Hollywood	HOLI-038	\$ 150,000	P							\$ 600,000	D	\$ 4,250,000	C									\$ 5,000,000
MCP	1	Miramar	MIRA-020	\$ 144,000	D					\$ 1,056,000	C													\$ 1,200,000
MCP	1	Lauderdale Lakes	LLAK-016	\$ 15,000	P					\$ 60,000	D					\$ 425,000	C							\$ 500,000
MCP	1	Sunrise	SUNR-075	\$ 1,110,000	D					\$ 2,860,000	C					\$ 5,280,000	C							\$ 9,150,000
MCP	1	Davie	DAVI-012	\$ 240,000	D							\$ 1,760,000	C											\$ 2,000,000
MCP	1	Wilton Manors	WILT-003	\$ 240,000	D					\$ 1,760,000	C													\$ 2,000,000
MCP	1	West Park	WPRK-003	\$ 420,000	D							\$ 3,080,000	C											\$ 3,500,000
MCP	1	Weston	WEST-192	\$ 369,600	D							\$ 3,091,549	C											\$ 3,461,149
MCP	1	Deerfield Beach	DEER-006	\$ 300,000	D					\$ 2,200,000	C													\$ 2,500,000
MCP	1	North Lauderdale	NLAU-008	\$ 360,000	D			\$ 2,640,000	C															\$ 3,000,000
MCP	1	Cooper City	COOP-024	\$ 480,000	D							\$ 2,112,000	C	\$ 1,408,000	C									\$ 4,000,000
MCP	1	Parkland	PARK-002	\$ 312,000	D			\$ 2,288,000	C															\$ 2,600,000
MCP	1	Margate	MARG-047	\$ 120,000	D									\$ 880,000	C									\$ 1,000,000
MCP	1	Southwest Ranches	SWRA-022	\$ 5,360	D			\$ 37,840	C															\$ 43,000
MCP	1	Tamarac	TAMA-001	\$ 120,000	P																			\$ 120,000
MCP	1	Dania Beach	DANI-017	\$ 865,440	D			\$ 6,346,560	C															\$ 7,212,000
MCP	1	Coral Springs	CORA-102	\$ 45,000	D									\$ 330,000	C									\$ 375,000
MCP	1	Miramar/Pembroke Pines	MIRA-025	\$ 252,000	D							\$ 1,848,000	C											\$ 2,100,000
MCP	1	Lauderdale Lakes	LLAK-018	\$ 120,000	D											\$ 880,000	C							\$ 1,000,000
MCP	1	Hallandale Beach	HALL-019	\$ 180,000	D											\$ 1,320,000	C							\$ 1,500,000
MCP	1	Davie	DAVI-014	\$ 336,000	D											\$ 2,464,000	C							\$ 2,800,000
MCP	1	Coconut Creek	COCO-016	\$ 330,600	D									\$ 2,424,400	C									\$ 2,755,000
MCP	1	West Park	WPRK-008	\$ 240,000	D							\$ 1,760,000	C											\$ 2,000,000
MCP	1	Pompano Beach	POMP-013	\$ 711,452	D							\$ 5,217,316	C											\$ 5,928,768
MCP	1	Parkland	PARK-007	\$ 72,000	D											\$ 528,000	C							\$ 600,000
MCP	1	Margate	MARG-033	\$ 24,000	D											\$ 176,000	C							\$ 200,000
MCP	1	Hollywood	HOLI-056	\$ 300,000	D							\$ 733,333	C											\$ 833,333
MCP	3	Miramar	MIRA-017													\$ 506,520	D							\$ 506,520
MCP	3	West Park	WPRK-001													\$ 115,400	D							\$ 115,400
MCP	3,4	Davie	DAVI-019													\$ 370,416	D	\$ 5,871,572	C					\$ 6,241,988
MCP	3	Weston	WEST-312													\$ 1,181,617	D							\$ 1,181,617
MCP	3,4	Davie	DAVI-002													\$ 367,726	D	\$ 5,619,520	C					\$ 5,987,246
MCP	3	Oakland Park	OAKL-22-004													\$ 471,137	C							\$ 471,137
MCP	3,4	Davie	DAVI-011													\$ 331,979	D	\$ 5,796,163	C					\$ 6,128,142
MCP	3	Lauderhill	LHR-518													\$ 511,563	D	\$ 10,369,448	C					\$ 10,879,011
R&M	1	Oakland Park	OAKL-2020-003							\$ 510,510	C													\$ 510,510
R&M	1	Coral Springs	CORA-2020-002											\$ 1,712,582	C									\$ 1,712,582
R&M	1	Hallandale Beach	HALL-2020-002							\$ 162,979	C													\$ 162,979
R&M	1	North Lauderdale	NLAU-2020-002													\$ 1,646,365	C							\$ 1,646,365
R&M	1	Lauderdale Lakes	LLAK-2020-002													\$ 2,000,000	C							\$ 2,000,000
R&M	1	Margate	MARG-2020-004							\$ 123,599	C													\$ 123,599
MCP	4,5	Coconut Creek	COCO-23-007																					\$ 123,599
MCP	4,5	Fort Lauderdale	FORT-23-001																	\$ 1,623,055	D	\$ 14,745,559	C	\$ 16,368,614
MCP	4	Coconut Creek	COCO-23-001																	\$ 500,000	D	\$ 9,677,609	C	\$ 10,177,609
MCP	4	Oakland Park	OAKL-22-020																	\$ 6,371,882	C			\$ 6,371,882
MCP	4	Oakland Park	OAKL-22-020																	\$ 552,779	P			\$ 552,779
MCP	4	Wilton Manors	WILT-22-001													\$ 500,000	D							\$ 500,000
MCP	4	Oakland Park	OAKL-22-003																	\$ 235,414	P			\$ 235,414
MCP	4	Fort Lauderdale	FORT-22-001																	\$ 223,320	D			\$ 223,320
MCP	4	Miramar	MIRA-013																	\$ 1,527,120	D			\$ 1,527,120

MCP = Municipal Capital Project; R&M = Rehabilitation & Maintenance Project

PH = Phases: P - Planning, D - Design, R - Right of Way, C - Construction

NOTE: MCPs or R&Ms that have been combined with other awarded municipal projects are referred to as "bundles"; only one Project ID associated with a bundle is shown. MCPs or R&Ms that have been withdrawn or removed from the municipal surtax program are not shown.

From: Catherine Givens <cgivens@coralsprings.gov>
Sent: Wednesday, June 11, 2025 4:36 PM
To: GR:BCCMA Members <BCCMAMembers@coralsprings.gov>
Cc: Gretchen Cassini <gcassini@broward.org>; Mary-Lou Tighe <MLTighe@browardleague.org>; Laurette Jean <LJean@broward.org>; NKlitsberg@broward.org
Subject: FW: Clean Third Amendment for Distribution
Importance: High

Hello BCCMA membership,

Please see the message below and attached clean 3rd ILA to the Surtax. The request is to add this to your city commission meeting agenda at your upcoming commission meeting.

Thank you, Gretchen, and team!

Kindly,
Catherine
BCCMA Secretary



CATHERINE GIVENS

City Manager

City of Coral Springs

p: 954-344-5920 f: 954-344-1043

a: 9500 West Sample Road, Coral Springs, FL 33065

e: cgivens@coralsprings.gov w: CoralSprings.gov



From: Cassini, Gretchen <GCassini@broward.org>
Sent: Wednesday, June 11, 2025 3:16 PM
To: Adam Reichbach <areichbach@hollywoodfl.org>; Catherine Givens <cgivens@coralsprings.gov>; Neysa Herrera <neysah@oaklandparkfl.gov>
Cc: Mary-Lou Tighe <MLTighe@browardleague.org>; Karl Thompson <kthompson@westonfl.org>; Klitsberg, Nathaniel <NKlitsberg@broward.org>; Laurette Jean <LJean@broward.org>
Subject: Clean Third Amendment for Distribution
Importance: High

Good afternoon,

Attached, please find a clean version of the Amended and Restated ILA (Third Amendment). As noted previously, we suggest municipalities approve the document ***in substantially the same form***, allowing any non-material changes to be made, if necessary. We will try to make ourselves available should municipalities want presentations or County presence for possible Q&A when the Third Amendment is scheduled for hearing before their commissions.

Further, it is our intent to provide a workshop on revised processes/procedures associated with the Third Amendment becoming effective later this summer or early fall and remain available for one-on-one meetings or technical assistance at any time.

I greatly appreciate the professionalism and commitment of the BCCMA and its Surtax Subcommittee on getting the work product to this point. It is a pleasure working with you and all your municipal representatives!

Best regards,

G. Cassini

Gretchen Cassini, JD

Broward County's Mobility Advancement Program

Mobility Advancement Program Administrator

1 N. University Drive

Plantation, FL 33324

O: 954.357.9504

C: 954.279.9811



Under Florida law, most e-mail messages to or from Broward County employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the County, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

The City of Coral Springs is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. Email messages are covered under Chapter 119 and are thus subject to public records disclosure. All email messages sent and received are captured by our server and retained as public records. This footnote also confirms that this email message has been swept for the presence of computer viruses, and illegal or questionable content. This system is a private system and is monitored for electronic tampering. Violators will be prosecuted to the fullest extent of the law. This email may contain



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: Resolution No. 2025-24

Consideration to Approve American Underwater Contractors to Inspect the Town's Fourteen (14) Existing Swim Zone Buoys and Authorize the Purchase and Installation of Sixteen (16) New Ocean Regulatory Buoys with American Underwater Contractors for \$18,894.72 to include Installation, Freight, Mobilization, Commercial Dive Boat, Dive Team and All Equipment at Pre-identified Locations Along the Perimeter Line in the Atlantic Ocean East of the Town of Hillsboro Beach.

Submitting Dept: Town Manager, Sherry Henderson, Town Clerk

Agenda Date: July 1, 2025

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

[ALTERNATIVE_ACTION]

2. FINANCIAL IMPACT

3. RECOMMENDATION

- ATTACHMENTS:**
1. Staff Report - Replacement of Swim Buoys
 2. Resolution
 3. Proposal of Services (6-10-2025)
 4. Purchase Order



MEMORANDUM

DATE: July 1, 2025

TO: Honorable Mayor and Commission

FROM: Mac Serda, Town Manager

RE: Swim Buoy Replacement and Inspection

BACKGROUND:

Thirty (30) vessel exclusion (swim zone) buoys were installed approximately 300 feet off the shoreline area in the Atlantic Ocean to make vessels aware of the restricted area. Currently there are sixteen (16) buoys that have become disengaged from the anchoring system and have floated away. Although the beaches in the town are private, all beaches in the state are public up to the high tide water mark.

The buoys were permitted and approved by Broward County, the Department of Environmental Protection (FDEP), the United States Coast Guard and the Army Corps of Engineers. They are installed and maintained at the town's expense.

SCOPE:

On May 2, 2025, the Town of Hillsboro Beach issued a Request for Quote (RFQ) for the supply and installation of sixteen (16) missing swim zone buoys and for the inspection of fourteen (14) existing swim zone buoys to ensure that they are in optimum condition.

This request was publicly posted on DemandStar.com, the Town's electronic bid platform and additionally distributed directly to nine marine construction firms selected based on their relevant service offerings.

The contractors were given a response deadline of May 15, 2025 to submit their quotes. Despite this effort to solicit competitive pricing, the Town received only one timely response.

It is important to note that the installation of swim buoys is a highly specialized service that not all marine contractors are equipped or licensed to perform. This niche scope of work likely limited the number of qualified respondents.

RECOMMENDATION:

American Underwater Contractors, the firm that submitted the sole quote in an amount of \$18,894.72 has previously performed similar work for the Town and is familiar with our requirements and shoreline conditions. I have reviewed the single quote and confirmed that it aligns with industry standards and our project requirements. Their past performance has been satisfactory and completed in compliance with all applicable safety and regulatory standards.

The placement of swim buoys to exclude vessels is crucial for beach safety because they create visual barriers and clearly delineate swimming zones, preventing boat collisions and ensuring swimmers' safety.

Section 2-60(F)(4) permits the Town Manager to waive purchase requirements up to \$25,000 “when the interest is in the best interest to the Town as determined by the Town Manager”. Given the limited availability of qualified contractors in this field and the Town's efforts to obtain competitive pricing, a purchase order has been issued to American Underwater Contractors, Inc. in an amount of \$18,894.72.

Attached: American Underwater Contractors quote

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43

3 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF
4 HILLSBORO BEACH, FLORIDA, APPROVING THE PROPOSAL AND
5 PURCHASE ORDER FROM AMERICAN UNDERWATER CONTRACTORS
6 TO INSPECT THE TOWN'S FOURTEEN (14) EXISTING SWIM ZONE
7 BUOYS AND AUTHORIZING THE PURCHASE AND INSTALLATION OF
8 SIXTEEN (16) NEW OCEAN REGULATORY BUOYS WITH AMERICAN
9 UNDERWATER CONTRACTORS IN THE AMOUNT OF \$18,894.72 TO
10 INCLUDE INSTALLATION, FREIGHT, MOBILIZATION, COMMERCIAL
11 DIVE BOAT, DIVE TEAM AND ALL EQUIPMENT AT PRE-IDENTIFIED
12 LOCATIONS ALONG THE PERIMETER LINE IN THE ATLANTIC OCEAN
13 EAST OF THE TOWN OF HILLSBORO BEACH; PROVIDING FOR
14 CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN
15 EFFECTIVE DATE.

17 **WHEREAS**, the Town Commission deems it to be in the best
18 interests of the Town to approve the Proposal for Services and Purchase
19 Order from American Underwater Contractors to inspect the Town's
20 fourteen (14) existing swim zone buoys and to authorize the purchase and
21 installation of sixteen (16) new ocean regulatory buoys with American
22 Underwater Contractors in the amount of \$18,894.72 to include
23 installation, freight, mobilization, commercial dive boat, dive team and all
24 equipment at pre-identified locations along the perimeter line in the
25 Atlantic Ocean east of the Town Of Hillsboro Beach.

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

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

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida, hereby approves the Proposal for Services and Purchase Order from American Underwater Contractors to inspect the Town's fourteen (14) existing swim zone buoys and to authorize the purchase and installation of sixteen (16) new ocean regulatory buoys with American Underwater Contractors in the amount of \$18,894.72 to include installation, freight, mobilization, commercial dive boat, dive team and all equipment at pre-identified locations along the perimeter line in the Atlantic Ocean east of the Town Of Hillsboro Beach.

Quote Number
Quote Name
Supplier Name
Preparer
Address
Phone
Email
Price
Status Notes
Delivery Details
Additional Details

2025-0502
 Swim Buoy Replacement
 American Underwater Contractors, Inc.
 David Foster
 17536 S.E. Conch Bar Avenue, , Jupiter, FL 33469
 5615755538
 aucfoster@aol.com
 \$18,894.72
 Submitted Quote
 After Receipt of Order (ARO)
Down lines may still be in place and in good condition-may not need 16 Anchors may still be in place and in good condition-may not need any but if needed, they are \$ 574.00 each and will be installed

8 Line Item(s) found for this quote

Description	Quantity	UOM	UnitPrice	SubTotal
1/2" stainless steel shackle	16	ea	\$36.94	\$591.04
5/16" stainless steel shackles	16	ea	\$17.98	\$287.68
9" x 80" ocean spar regulatory buoy with stainless steel eye: "Swim Area Vessel Exclusion"	16	ea	\$305.00	\$4,880.00
Buoy Inland freight	16	ea	\$48.00	\$768.00
Embedment anchor for sand or sand over rock type: helical or plate weight, quantity if needed . The anchors may still be in place and the quantity will be adjusted.	1	ea	\$0.00	\$0.00
Inspection of remaining 14 existing buoy systems	1	ea	\$3,400.00	\$3,400.00
Mobilization and demobilization including all labor for the installation of 16 buoys inclusive of necessary dive team and vessel	1	ea	\$3,400.00	\$3,400.00
StormSoft / custom chain hybrid down line (if needed. The down lines may be in place and quantity will be adjusted)	16	ea	\$348.00	\$5,568.00

\$18,894.72



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

PURCHASE ORDER NO.	2025-06-01
ORDER DATE	06/09//2025
P.O. NUMBER AND REQUESTING DEPT. MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS AND CORRESPONDENCE	

**V
E
N
D
O
R**

American Underwater Contractors
(Registered Vendor))

**S
H
I
P
T
O**

Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, FL 33062
Tel: 954-427-4011
Fax: 954-427-4834

SHIPMENTS ACCEPTED MONDAY THROUGH FRIDAY FROM 7:30 A.M. TO 4:30 P.M.

ITEM NO.	ACCOUNT NUMBER DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
	Purchase and install 16 buoys Per quote submitted via Demandstar (Quote no 2025-0502).		\$18,894.72
REQUESTING DEPARTMENT: Town Manager's Office			TOTAL \$18,894.72

Authorized By:

William M. Serda, Town Manager

The Town of Hillsboro Beach is EXEMPT from FEDERAL EXCISE TAXES AND STATE SALES AND USE TAX. Certificate of Sales Tax Exemption number: 85-801264235C-2, expiration 7/31/2022. Payments will be in accordance with the Florida Prompt Payment Act.



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: Resolution No. 2025-25

Consideration of the Hillsboro Beach Town Commission to Accept the Selection/Evaluation Committee Recommendations of Firms for Request for Qualifications RFQ 2025-02-01 Comprehensive Vulnerability Assessment and Authorize the Appropriate Town Officials to Negotiate and Execute Agreement to Complete a Comprehensive Vulnerability Assessment of the Town's Infrastructure and Critical Facilities Resulting in the Development of Mitigation and Adaptation Strategies for Existing Infrastructure.

Submitting Dept: Town Clerk, Sherry Henderson, Town Clerk

Agenda Date: July 1, 2025

1. BACKGROUND/HISTORY

The Evaluation Committee for RFQ 2025-02-01 Town of Hillsboro Beach Vulnerability Assessment has concluded their responsibilities and has made a recommendation of ranking and award.

Upon your approval, the award should be placed on the next agenda.

Attached:

- Recommendation of Award Memorandum, with Evaluation Matrix
- RFQ 2025-02-01 Town of Hillsboro Beach Vulnerability Assessment
- Kimley-Horn and Associates Response

2. CURRENT ACTIVITY

[ALTERNATIVE_ACTION]

2. FINANCIAL IMPACT

3. RECOMMENDATION



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

- ATTACHMENTS:**
1. Recommendation of Ranking and Award - RFQ 2025-02-01 Vulnerability Assessment
 2. Resolution
 3. Kimley-Horn and Associates
 4. RFQ 2025-02-01 Comprehensive Vulnerability Assessment
 5. Evaluation Committee Public Notice



NOTICE OF RECOMMENDATION OF RANKING AND AWARD

DATE: June 18, 2025

TO: Mac Serda, Town Manager

FROM: Donna Rockfeld, Procurement Manager

RE: Recommendation of Ranking and Award - RFQ 2025-02-01
Town of Hillsboro Beach Comprehensive Vulnerability Assessment

BACKGROUND

Pursuant to Section 287.055, Florida Statutes Consultants' Competitive Negotiations Act (CCNA) and Section 380.093 Resilient Florida Grant Program, the Town of Hillsboro Beach issued "*RFQ 2025-02-01 Comprehensive Vulnerability Assessment*" and invited all qualified firms to submit their statements of qualifications for the completion of a comprehensive vulnerability assessment of the Town's infrastructure and critical facilities.

SCOPE

The Town was awarded a Vulnerability Assessment Grant through the Resilient Florida Program. The Comprehensive Vulnerability Assessment will allow the Town to judge the vulnerability of its infrastructure and critical facilities resulting in the development of mitigation and adaptation strategies for existing infrastructure. The climate adaptation plan shall include recommendations to be considered for future Town critical facilities.

On February 13, 2025, in accordance with Florida Statutes, notices were posted in the legal bid advertisement of the Sun-Sentinel newspaper, the Town's website and on DemandStar.com, the Town's electronic bid platform. The notice was subsequently broadcast via DemandStar to 1,318 registered consultants.

On March 17, 2025, the Town received and opened submission of statements of qualification from four (4) proposers (in alphabetical order): Baxter & Woodman, Inc., Cummins Cederberg, Inc., Kimley-Horn and Associates, Inc. and Tetra Tech, Inc.

The Town Manager established an Evaluation Committee comprised of three professionals, consisting of the Town's Water Plant Supervisor and Building Official and the Florida Department of Transportation District Drainage Engineer.

On June 18, 2025, at a publicly advertised meeting, the Evaluation Committee submitted their initial scoring of the responses. The Evaluation Committee conducted a public discussion regarding the established evaluation criteria. Subsequent to the public discussion the Evaluation Committee scored the respondents as follows:

		<u>Initial Score</u>
1 st	Kimley-Horn and Associates, Inc.	93.00
2 nd	Cummings Cederberg, Inc.	92.33
3 rd	Baxter & Woodman, Inc..	88.00 (tie)
3 rd	Tetra Tech	88.00 (tie)

Under Section 380.093, Florida Statutes, the Resilient Florida Program sets specific requirements for vulnerability assessments. The comprehensive vulnerability assessment must follow strict regulatory guidelines by the Florida Department of Environmental Protection (FDEP). The Town has been provided a work plan from FDEP of the required tasks, deliverables and timelines in order to be in compliance with the conditions set forth in the grant.

The submittals received were scored heavily on qualifications and past performance. Following the initial ranking, the Evaluation Committee thereafter determined that oral presentations for further clarification was not necessary. They felt that they had sufficient information, and the evaluation was completed objectively completed using the written submissions that show qualifications, experience and staff availability.

The Evaluation Committee approved the final ranking as follows:

		<u>Final Score</u>
1st	Kimley-Horn and Associates, Inc.	93.00
2nd	Cummings Cederberg, Inc.	92.33
3rd	Baxter & Woodman, Inc..	88.00 (tie)
3rd	Tetra Tech	88.00 (tie)

FISCAL IMPACT

The Town was awarded a Vulnerability Assessment Grant in an amount of \$350,000 through the Resilient Florida Program. The project will be funded by the Florida Department of Environmental Protection (FDEP) Grant 25PLN43.

RECOMMENDATION:

The three (3) member Evaluation Committee recommend the Town Manager, after conducting his due diligence, concur with the ranking of the proposers as listed above and recommend that the Mayor and Town Commission approve the ranking and authorize the Town Manager to negotiate and execute an agreement with as the top ranked proposer, Kimley-Horn and Associates, Inc. and if negotiations prove unsuccessful, then negotiate with Cummings Cederberg, Inc. as the second-ranked proposer.

Attached: Evaluation Committee Scoring Matrix
 RFQ 2025-02-01 Comprehensive Vulnerability Assessment
 Kimley-Horn and Associates, Inc. submittal

**RFQ 2025-02-01 - Comprehensive Vulnerability Assessment Evaluation Committee Scoring -
Wednesday, June 18, 2025**

EVALUATION CRITERIA		Points Available	Baxter & Woodman, Inc.	Cummins Cederberg, Inc.	Kimley-Horn and Associates, Inc.	Tetra Tech, Inc.
1	Firm's Experience and Capabilities	25				
	Elliott Garay		22	25	24	16
	George Folles		25	25	20	25
	James Poole		24	25	24	25
			23.67	25.00	22.67	22.00
2	Personnel Experience and Qualifications	30				
	Elliott Garay		24	30	26	25
	George Folles		25	28	30	25
	James Poole		28	27	27	28
			25.67	28.33	27.67	26.00
3	Project Understanding and Approach	30				
	Elliott Garay		25	26	25	21
	George Folles		25	25	30	30
	James Poole		27	26	28	27
	Average Points		25.67	25.67	27.67	26.00
4	Past Performance - References	15				
	Elliott Garay		10	11	15	12
	George Folles		15	15	15	15
	James Poole		14	14	15	15
	Average Points		13.00	13.33	15.00	14.00
TOTAL SCORE (Averaged)		100	88.00	92.33	93.00	88.00

1st	Kimley-Horn	93
2nd	Cummings Cederberg	92.33
3rd (Tie)	Baxter & Woodman	88
3rd (tie)	Tetra Tech	88

RESOLUTION NO. 2025-25

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA; ACCEPTING THE SELECTION/ EVALUATION COMMITTEE RANKING OF ENGINEERING FIRMS FOR REQUEST FOR QUALIFICATIONS RFQ 2025-02-01 COMPREHENSIVE VULNERABILITY ASSESSMENT AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE TOP RANKED FIRM _____ AND IF NEGOTIATIONS ARE UNSUCCESSFUL, TO NEGOTIATE WITH _____ AS THE SECOND-RANKED PROPOSER; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Hillsboro Beach (the "Town") submitted a grant application to the State of Florida's Department of Environmental Protection ("FDEP") for funding through its Resilient Florida Grant Program in the amount of \$350,000 to fund the town wide comprehensive vulnerability assessment to effectively and efficiently address and prepare for the adverse impacts of flooding and sea level rise within the Town; and

WHEREAS, in accordance with Section 380.093 Florida Statutes (F.S.), and as required by the Florida Department of Environmental Protection (FDEP) and under Agreement 25PLN43 between FDEP and the Town, an update to the Town Vulnerability Assessment is necessary; and

WHEREAS, the Town requires a qualified firm to assess the vulnerability of key infrastructure and critical assets of the Town and build data sources and research on sea level rise and flooding risk; and

WHEREAS, pursuant to Section 287.055, Florida Statutes Consultants' Competitive Negotiations Act (CCNA), the Town issued "RFQ No. 2025-02-01 Town of Hillsboro Beach Comprehensive Vulnerability Assessment" (the "Services"); and

WHEREAS, on March 17, 2025, the Town received and opened submissions of statements of qualification from four (4) proposers (in alphabetical order): Baxter & Woodman, Inc., Cummins Cederberg, Inc., Kimley-Horn and Associates, Inc. and Tetra Tech, Inc.; and

WHEREAS, the Town Manager established an Evaluation Committee of three (3) individuals, comprised of the Town's Water Plant Supervisor and Building Official and the Florida Department of Transportation District Drainage Engineer; and

1 **WHEREAS**, following the conclusion of the rigorous review and
2 analysis by the Evaluation Committee, a recommended final ranking to the
3 Town Manager was made as follows:

1st Kimley-Horn and Associates, Inc.
2nd Cummings Cederbery, Inc.
3rd (tie) Baxter & Woodman Inc.
3rd (tie) Tetra Tech, Inc.

4
5 **WHEREAS**, the Town Manager, after conducting his due diligence,
6 concurs with the ranking and recommendation of the Evaluation Committee
7 and is recommending the award of the RFQ to the top-ranked proposer,
8 _____, and if negotiations are unsuccessful, with the
9 second highest ranked firm, _____ and execution of an
10 agreement pursuant to the terms, conditions, and scope of services included
11 therein.

12
13 **NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION**
14 **OF THE TOWN OF HILLSBORO BEACH, FLORIDA THAT:**

15
16 **SECTION 1.** The foregoing “WHEREAS” clauses are true and correct
17 and hereby ratified and confirmed by the Town Commission.

18
19 **SECTION 2:** The Town Commission of the Town of Hillsboro Beach,
20 Florida hereby accepts the recommendation of Evaluation Committee's
21 ranking and hereby approves and authorizes the award of RFQ 2025-02-01
22 to the top-ranked proposer, _____. If negotiations with
23 _____ are unsuccessful, the Town Manager is authorized to
24 negotiate an agreement with the next highest ranking qualified firm.

25
26 **SECTION 3:** The Town Commission of the Town of Hillsboro Beach,
27 Florida hereby approves and authorizes the Town to negotiate terms
28 and conditions and enter into an Agreement in an amount not to exceed
29 \$350,000.00.

30
31 **SECTION 4:** The appropriate Town officials are authorized and
32 directed to execute the necessary documents to comply with this
33 Resolution.

34
35 **SECTION 5:** All Resolutions or parts of Resolutions in conflict
36 herewith, be and the same are repealed to the extent of such conflict

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

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

ADOPTED by the Town Commission of the Town of Hillsboro Beach, Florida
this 1st day of July 2025.

TOWN OF HILLSBORO BEACH, FLORIDA

Dawn Miller, Mayor

ATTEST:

Sherry D. Henerson, CMC
Town Clerk

RESOLUTION NO. 2025-25

Passed and adopted this _____ day of _____ 2025.

The foregoing resolution was offered by _____ moved its adoption. The motion was seconded by _____ upon being put to a vote, the vote was as follows:

	<u>YES</u>	<u>NO</u>
MAYOR DAWN MILLER	☐	☐
VICE MAYOR DAVID RAVANESI	☐	☐
COMMISSIONER VINNIE RAVANESI	☐	☐
COMMISSIONER JANE REISER	☐	☐
COMMISSIONER HEATHER BERMAN	☐	☐

TOWN OF HILLSBORO BEACH

COMPREHENSIVE VULNERABILITY ASSESSMENT



PREPARED BY:

KIMLEY-HORN AND ASSOCIATES, INC.
8201 PETERS ROAD, SUITE 2200, PLANTATION, FLORIDA
954 535 5100

CONTACT:

MATT BROSMAN, PE

MARCH 17, 2025

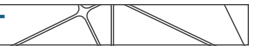
TABLE OF CONTENTS

TAB NO. / TAB TITLE	Page NO.
1. COVER AND DIVIDERS	
2. COVER LETTER / LETTER OF INTRODUCTION.....	3
3. PROPOSAL NARRATIVE	5
4. FIRM'S EXPERIENCE AND RELEVANT EXPERIENCE	9
5. PERSONNEL EXPERIENCE AND QUALIFICATIONS.....	16
6. PROJECT UNDERSTANDING, APPROACH AND AVAILABILITY.....	37
7. PAST PERFORMANCE - REFERENCES	48
8. INSURANCE AND GUARANTEES	54
9. REQUIRED FORMS AND ACKNOWLEDGMENTS	55

2

COVER LETTER / LETTER OF INTRODUCTION





2. COVER LETTER / LETTER OF INTRODUCTION

March 17, 2025

Town of Hillsboro Beach
Attn: Ms. Sherry D. Henderson, CMC
1210 Hillsboro Mile
Hillsboro Beach, Florida 33062

Re: Town of Hillsboro Beach RFQ No. 2025-02-01 – Town of Hillsboro Beach Comprehensive Vulnerability Assessment

Dear Ms. Henderson and the Members of the Selection Committee:

Hillsboro Beach is a premier coastal community that is home to many who enjoy all the Town has to offer. With the increasing impacts of sea level rise becoming more intense, the need for resilient solutions is of the utmost importance. The National Oceanic and Atmospheric Administration (NOAA) projections indicate the mean sea level increasing by approximately one foot by 2045 and approximately four feet by 2100. In addition, the South Florida Water Management District (SFWMD) has indicated rainfall intensification and rising groundwater levels will pose serious threats to the status quo in the years to come. As a result, infrastructure mitigation and adaptation strategies through this Comprehensive Vulnerability Assessment are required to protect the Town from future threats.

As a local firm with more than five decades of experience serving South Florida communities including your neighbors in Lighthouse Point, Deerfield Beach, and Pompano Beach, Kimley-Horn understands the specifics of developing this essential vulnerability assessment. This effort must also be done equitably within the community, meet the tenets of Florida State Statute 380.093, and the associated recommendations must be delivered on time and within budget to best inform decision-making. As such, we have intentionally built our team of subject-matter experts who will provide specific guidance that is tailored to the Town's needs under this contract.

We have a strong record of working together and can present successful project results through:



PROVEN SERVICE STATEWIDE. Our team offers extensive knowledge of resiliency planning and engineering, and for years has served as a consultant to many diverse municipalities across the state. We are proud of our team's history completing vulnerability assessments statewide, with each past project bringing its own successes and challenges—knowledge our team will apply to this assessment. We have an unmatched level of understanding of the requirements of the Resilient Florida Program, having worked with numerous partners to apply for and secure funds for projects like this one. The Town will have full access to our team of planners, engineers, grant specialists, and environmental experts as needed. As each of your neighbors will tell you, Kimley-Horn has the proven staff responsiveness, diligence, and dedication to help ensure the successful delivery of this project.



LOCAL AND DEDICATED PROJECT TEAM. While extensive knowledge throughout Florida can be an asset in such an important project, the Town also needs a trusted advisor who acts as an extension of its staff—a team to provide partnership and respond to your needs quickly. About a half hour from Town offices, our Plantation office is ideally located to continue our service to you through this contract. As your project manager, I bring a long history of partnering with local municipal staff to deliver on-time projects, including vulnerability assessments that prioritize the needs of the communities we serve. Our project management team's proximity to the Town's offices, community meeting places, and the critical assets identified for further inspection will help to ensure the timely delivery of this project. This local presence also gives us a unique understanding of the challenges faced by Hillsboro Beach, from both a personal and professional perspective. We will be readily available to attend and host meetings, make public presentations, or perform other activities to advance and complete the work as necessary.



INNOVATIVE TECHNOLOGY. Kimley-Horn's use of two-dimensional hydraulic models allows our team to generate high-resolution floodplain extents and depths for large-scale areas in a fraction of the time that other solutions take. This benefits the Town by saving funds from the exposure analysis task that can be better spent forming in-depth conclusions and clear figures and reports. Additionally, our geographic information system (GIS) professionals have developed a suite of asset-specific tools, allowing for robust sensitivity analysis of exposure scenarios and efficient use of grant funds and Town's staff's time.



GRANTS EXPERTS WITH LOCAL KNOWLEDGE. This project needs to be guided by a responsible team who will maximize funding and help ensure grant requirements are met. Our experience with grants spans federal, state, and local grants, as well as other third-party funding opportunities such as legislative appropriations. Our project team brings specific experience with managing FDEP Resilient Florida planning grants associated with Vulnerability Assessments and similar planning activities. We bring a strong understanding of FDEP's procedures for obtaining task approvals on Vulnerability Assessments, resulting in quicker processing of the Town's reimbursement requests. Administering grants provides us with the unique perspective of preparing successful grant applications. An added benefit of selecting Kimley-Horn is that we are a full-service, multidisciplinary design firm with in-house experts able to provide context and support documentation for any grant application the Town might pursue. Our grants team is experienced in developing and managing grants for federal and state programs, including the Florida Department of Environmental Protection (FDEP), Federal Emergency Management Assistance (FEMA), Department of Economic Opportunity (DEO), among others. Kimley-Horn promises to be a committed partner that will not only serve as an extension of Town staff but also as capable stewards of public funding.

OUR COMMITMENT TO HILLSBORO BEACH. A local presence, an abundance of technical resources, and an unmatched level of knowledge of the local area developed through numerous projects over the past several decades, make Kimley-Horn your ideal partner. As your project manager, I pledge to always put the Town's best interests first to meet our goal of providing technical excellence and unmatched client service. We are dedicated to meeting the needs outlined by the Town for this Vulnerability Assessment and are grateful for the opportunity to offer solutions that will positively contribute to the resilience and longevity of the Town of Hillsboro Beach.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.




Matt Brosman, PE
Project Manager/Contact Person



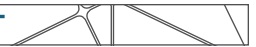

Stefano Viola, PE
Principal-in-Charge

Note: As vice president with Kimley-Horn, Stefano Viola, PE is authorized to negotiate terms, render binding decisions, and commit the firm's resources.

3

PROPOSAL NARRATIVE





3. PROPOSAL NARRATIVE

Kimley-Horn and Associates, Inc.'s engineers, planners, project funding specialists, and environmental scientists understand how to develop actionable vulnerability assessments and resilience programs and incorporate resilient design principles when preparing plans. We seek to equip decision-makers with the tools they need to understand the vulnerabilities their communities face. Our portfolio of work spans municipal planning, infrastructure development, project design, and project management. That's why we have been at the forefront of assisting public- and private-sector clients in preparing for an uncertain future.

We believe resilience is the ability of communities, people, and systems alike—both natural and manmade—to endure, adapt, and overcome the impacts of shocks to the system or long-term stresses. The various types of shocks and stresses that impact our communities bring the need for resilience integration to the forefront in our services to clients. Through the services we offer—vulnerability assessments, mitigation, planning, design, and implementation—we connect infrastructure, the environment, and overall fairness to help enhance the quality of life for the communities where we live and work.

Our resilience planning portfolio includes Florida projects that have addressed the tenets of State Statute 380.093 for local governments. We will tailor tools and our approach to rapidly evaluate critical infrastructure. We will also apply our local knowledge of the Town of Hillsboro Beach to hit the ground running with no learning curve—saving you time and money.

Over the past few years, we have delivered many resiliency programs for units of local government within Florida. We have provided public-sector clients with in-depth data on how to target vulnerabilities and adapt critical assets, resulting in better informed decision making. We will apply our lessons learned from past experiences and supplement them into the delivery of this project for the Town.

We have provided the required information for this section below:

1. NAME OF BUSINESS.

Kimley-Horn and Associates, Inc.

2. MAILING ADDRESS/ WEBSITE ADDRESS /PHONE NUMBER.

8201 Peters Road, Suite 2200, Plantation, Florida
www.kimley-horn.com
954 535 5100

3. NAMES OF PERSONS TO BE CONTACTED FOR INFORMATION OR SERVICES IF DIFFERENT FROM NAME OF PERSON IN CHARGE.

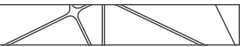
Matt Brosman, PE

4. STATE IF BUSINESS IS LOCAL, NATIONAL, OR INTERNATIONAL AND INDICATE THE BUSINESS LEGAL STATUS (CORPORATION, PARTNERSHIP, ETC.).

National corporation with a strong local presence

5. DATE BUSINESS WAS ORGANIZED AND/OR INCORPORATED, AND WHERE.

February 10, 1967, North Carolina



6. THE PHYSICAL LOCATION OF THE OFFICE FROM WHICH THE WORK IS TO BE DONE AND THE NUMBER OF PROFESSIONAL STAFF EMPLOYEES AT THE OFFICE.

8201 Peters Road, Suite 2200, Plantation, Florida
Number of Professional Staff: 122

7. DESCRIPTION OF THE HISTORY, ORGANIZATIONAL STRUCTURE AND COMPOSITION OF THE FIRM.

Kimley-Horn is a national engineering, planning, and environmental consulting firm providing resiliency, water resources, environmental, land development, landscape architecture, transit, transportation, urban planning, and other services to clients in both the private and public sectors. The firm is a privately held corporation fully owned by current employees. The firm is divided into geographic regions, each of which is managed by a team of representatives from production, marketing, administration, and practice building. A firmwide management committee—also comprised of representatives from production, marketing, administration, and practice building—sets overall direction and policy. The regional and firmwide teams all support our project managers who are responsible for every facet of a project from beginning to end, including contracting, planning, scheduling, quality control, and client service. Kimley-Horn's Plantation office, from which work for this contract will be performed, is part of the Florida region.

8. INDICATE WHETHER THE BUSINESS IS A PARENT OR SUBSIDIARY IN A GROUP OF FIRMS/AGENCIES.

Kimley-Horn and Associates, Inc. is wholly owned by Associates Group Services, Inc., which is wholly owned by APHC, Inc., which is owned by over 800 Kimley-Horn employees, none of which own 2% or more of the outstanding shares.



9. STATE IF THE BUSINESS IS LICENSED, PERMITTED, AND/OR CERTIFIED TO DO BUSINESS IN THE STATE OF FLORIDA AND ATTACH COPIES OF ALL SUCH LICENSES ISSUED TO THE BUSINESS ENTITY.

Kimley-Horn is authorized to do business in the state of Florida. Please see below for our firm's licenses and certifications.

State of Florida Department of State

I certify from the records of this office that KIMLEY-HORN AND ASSOCIATES, INC. is a North Carolina corporation authorized to transact business in the State of Florida, qualified on April 24, 1968.

The document number of this corporation is 821359.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on April 3, 2024, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-fourth day of April,
2024*



[Signature]
Secretary of State

Tracking Number: 2703192226CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Kimley-Horn has renewed this document for 2025 and is waiting to receive the new certificate.

Firm Licenses

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

dbpr Department of Business & Professional Regulation

HOME CONTACT US MY ACCOUNT

8:15:07 AM 1/8/2025

ONLINE SERVICES

Apply for a License
Verify a License
View Food & Lodging Inspections
File a Complaint
Continuing Education Course Search
View Application Status
Find Exam Information
Unlicensed Activity Search
AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

Licensee Information

Name:	KIMLEY-HORN & ASSOCIATES, INC. (Primary Name)
Main Address:	421 FAYETTEVILLE STREET SUITE 600 RALEIGH North Carolina 27601
County:	OUT OF STATE
License Mailing:	421 FAYETTEVILLE STREET SUITE 600 RALEIGH NC 27601
County:	OUT OF STATE

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	696
Status:	Current
Licensure Date:	05/10/1977
Expires:	

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

dbpr Department of Business & Professional Regulation

HOME CONTACT US MY ACCOUNT

11:23:54 AM 1/20/2025

ONLINE SERVICES

Apply for a License
Verify a License
View Food & Lodging Inspections
File a Complaint
Continuing Education Course Search
View Application Status
Find Exam Information
Unlicensed Activity Search
AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

Licensee Information

Name:	MINGONET, MILTON SCOTT (Primary Name) KIMLEY-HORN AND ASSOCIATES INC (DBA Name)
Main Address:	200 SOUTH ORANGE AVENUE SUITE 600 ORLANDO, Florida 32801
County:	ORANGE

License Information

License Type:	Registered Landscape Architect
Rank:	Landscape Arc
License Number:	LA0001428
Status:	Current, Active
Licensure Date:	10/14/1991
Expires:	11/30/2025

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No.: **LB696**
Expiration Date February 28, 2025

Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

KIMLEY-HORN AND ASSOCIATES, INC.
421 FAYETTEVILLE ST STE 600
RALEIGH, NC 27601-1777


WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Kimley-Horn's license
has been renewed.

Ron DeSantis, Governor
Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

BROSMAN, MATTHEW PARKER
152 SW 59TH AVENUE
PLANTATION, FL 33317

LICENSE NUMBER: PE85460
EXPIRATION DATE: FEBRUARY 28, 2027
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



4

FIRM'S EXPERIENCE AND RELEVANT EXPERIENCE



4. FIRM'S EXPERIENCE AND RELEVANT EXPERIENCE

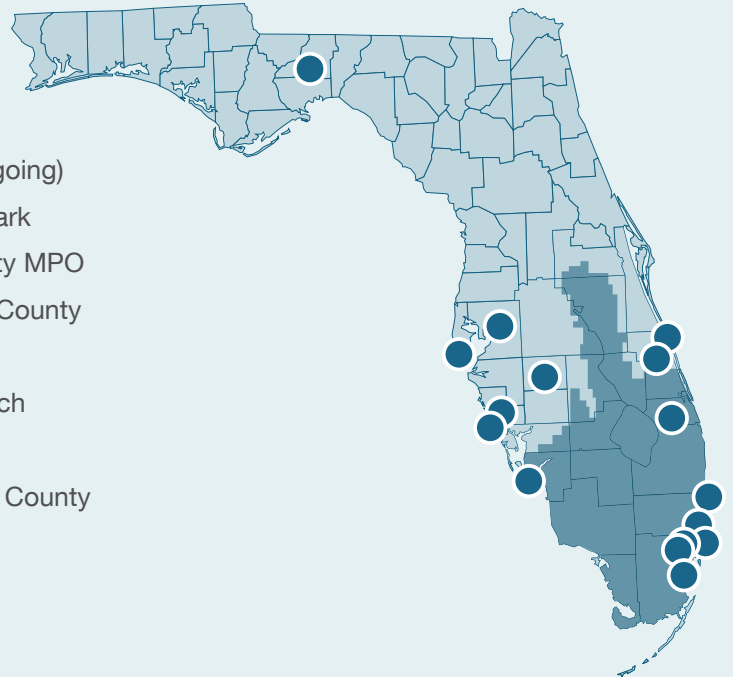
Kimley-Horn has been providing professional services for 58 years. This has included comprehensive water resources services for both private- and public-sector clients across the United States.

The firm has a long history of achieving successful project completion on similar vulnerability assessments through a combination of effective project management and technical expertise. We know that when you select an engineering and planning consultant, you are choosing people who offer you technical expertise, extensive firsthand experience with similar projects, and a demonstrated record of quality and responsiveness that will make your project a success. We have assembled a team of skilled engineering and planning professionals with a proven record of assisting Florida municipalities and counties in implementing successful projects—specifically delivering vulnerability assessments and similar resilience-focused projects.

We have organized a core team of professionals to provide a high level of responsiveness to the Town of Hillsboro Beach, both in terms of exceptional local interaction and support, and extensive technical experience in the disciplines you require. Our project team is as critical to the project's success as the project approach. The skill and dedication of the team assembled for this project has unmatched experience working in South Florida and possesses a complete understanding of the process involved in delivering resilience plans. Resumes for key team members are included beginning on page 22.

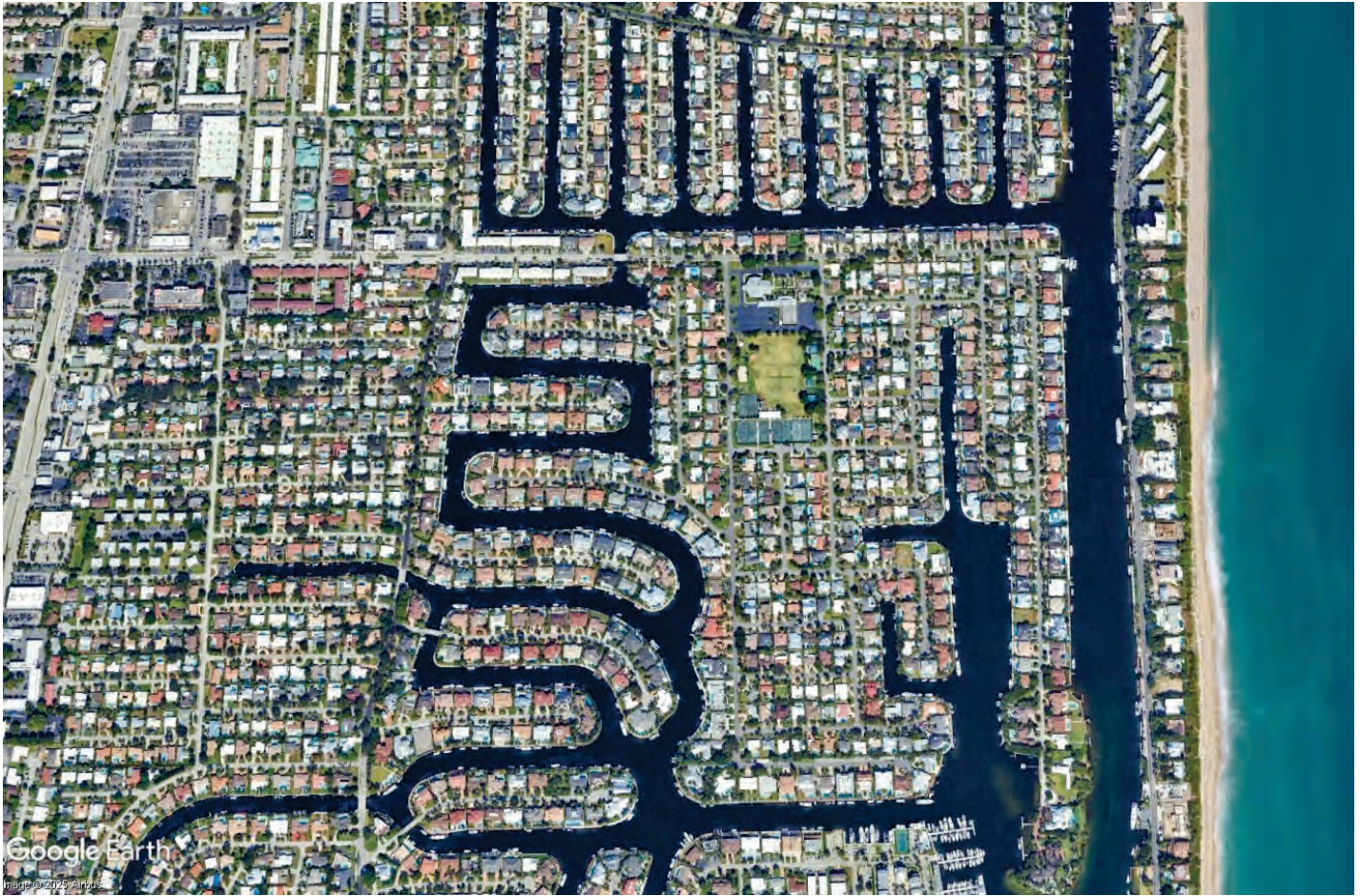
Municipal Agency Vulnerability Assessment and Resilient Florida Program Experience:

- 📍 Lighthouse Point
- 📍 Surfside (ongoing)
- 📍 Miami Lakes (ongoing)
- 📍 Weston (ongoing)
- 📍 North Miami Beach
- 📍 Biscayne Park
- 📍 Medley
- 📍 Fort Myers Beach (ongoing)
- 📍 Sarasota County
- 📍 Wauchula (ongoing)
- 📍 Venice
- 📍 Tallahassee
- 📍 South Florida Water Management District
- 📍 Miramar (ongoing)
- 📍 Pembroke Park
- 📍 Martin County MPO
- 📍 Indian River County
- 📍 Sebastian
- 📍 St. Pete Beach
- 📍 Cutler Bay
- 📍 Hillsborough County



Completed F.S.380.093-Compliant Vulnerability Assessments

SIMILAR PROJECT EXPERIENCE



Stormwater Master Plan Update, Lighthouse Point

The City of Lighthouse Point sought to update their stormwater master plan for the first time in more than two decades. Building on a recently developed partnership, the City tasked Kimley-Horn with the preparation of this update to assess the performance of the existing stormwater system and reduce flood hazards. This project considered previously planned and implemented stormwater improvements within the City and its goals included the delivery of an updated drainage atlas, hydrologic and hydraulic modeling for the existing stormwater systems, and identification of alternatives for improvements to address deficiencies in the system. The study's analyses considered flood depth and flood time reduction improvements to level of service for each proposed alternative and resulted in a capital improvement plan to provide the framework for implementation.

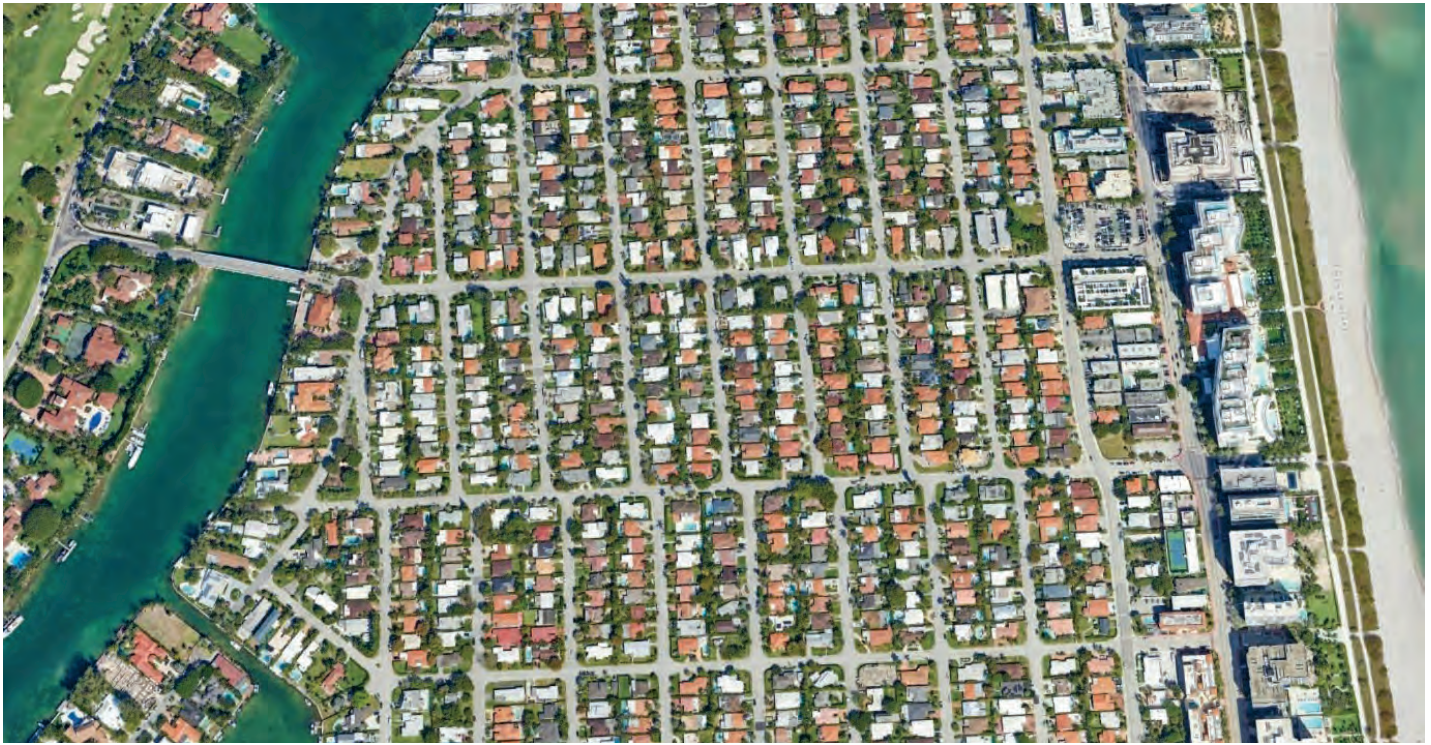
PROJECT TIMELINE:

2022 – 2023

PROJECT CONTACT:

Jennifer Oh

joh@lighthousepoint.com; 954 943 6500



Vulnerability Assessment, Surfside

The Town of Surfside received funding through the Florida Department of Environmental Protection's Resilient Coastlines program to conduct a Townwide Vulnerability Assessment compliant with Florida Statute 380.093. Kimley-Horn was selected by the Town to perform the Vulnerability Assessment. The tasks include a kickoff meeting, data collection, exposure analysis, sensitivity analysis, a final Vulnerability Assessment report. In addition, the Town included a Category 5 Town Hall Emergency Operations Center Feasibility Study as part of this scope of work. This portion of the scope of work seeks to identify the structural and architectural feasibility of Surfside's Town Hall to serve as an Emergency Operations Center. Having recently completed the Town's Stormwater Master Plan in 2023, Kimley-Horn was uniquely positioned to bring a high level of expertise to this project. Kimley-Horn leveraged the previously prepared Stormwater Master Plan analysis as the basis of analysis for the Exposure Analysis. In addition, our team's regional knowledge in understanding how the Town's stormwater system integrates with the Florida Department of Transportation's system, located along Collins Avenue and within the Town's residential areas, were instrumental in identifying exposed critical infrastructure. This solid foundation will inform the team's recommendations regarding focus areas and adaptation strategies for the Town. Our team anticipates the recommendations within the Vulnerability Assessment will support and expand upon those made in the Stormwater Master Plan effort. Our team is currently working to facilitate delivery of this project by conducting GIS processing and hydraulic modeling of the Town. In addition, the team has performed non-destructive testing of the Town Hall and performed a preliminary structural analysis of the Town Hall building to understand its feasibility in serving as an EOC. The Vulnerability Assessment portion of the project is currently in the Draft Vulnerability Assessment phase, with an anticipated completion date in July 2025.

PROJECT TIMELINE:

2024 – Ongoing

PROJECT CONTACT:

Andre Eugent, MSCM
 aeugent@townofsurfsidefl.gov; 305 861 4863 ext. 305



Vulnerability Assessment, Weston

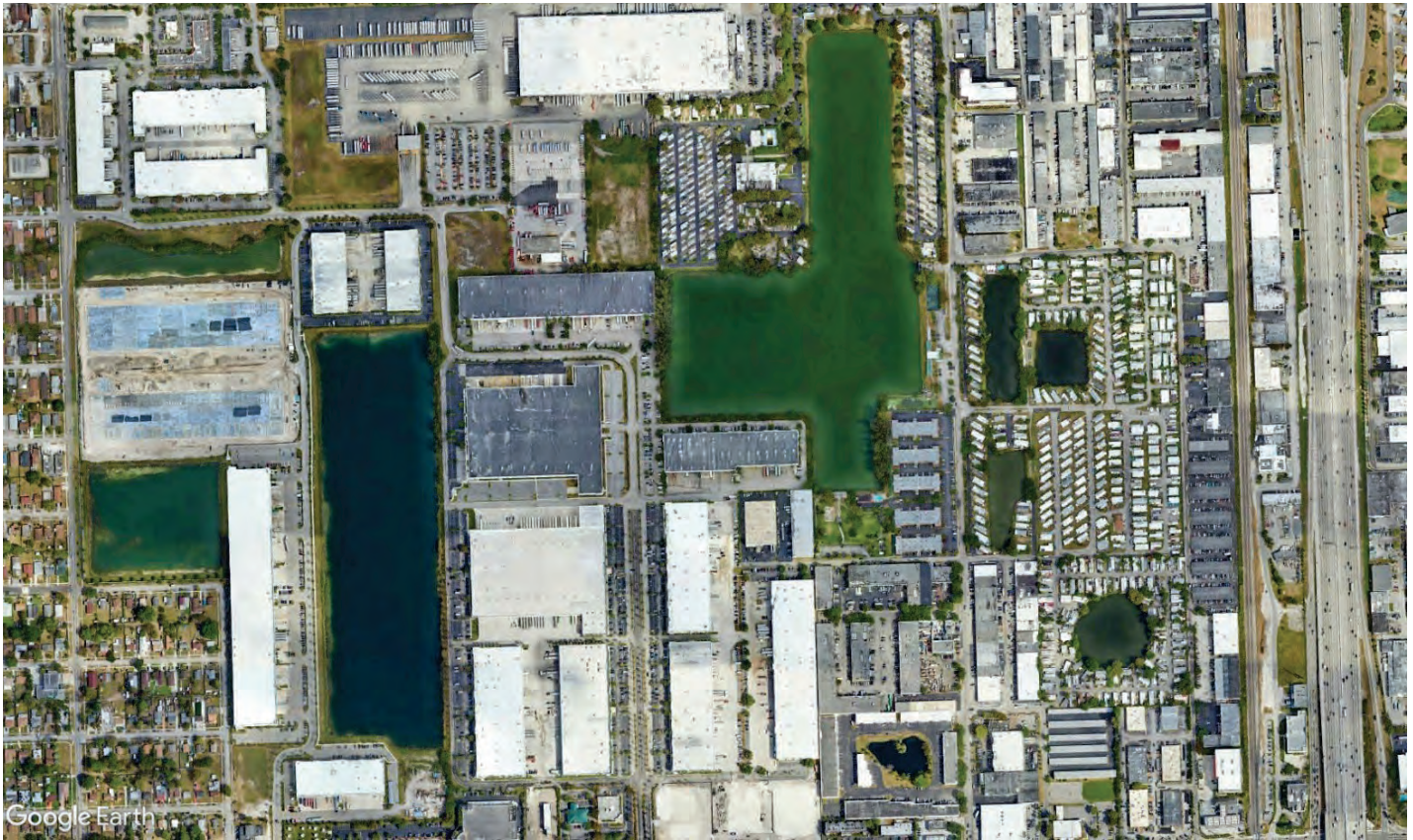
The City of Weston received funding through the Florida Department of Environmental Protection's Resilient Coastlines program to conduct a Citywide Vulnerability Assessment compliant with Florida Statute 380.093. Kimley-Horn was selected by the City to perform the Vulnerability Assessment. The tasks include a kickoff meeting, public outreach, data collection, exposure analysis, sensitivity analysis, a final Vulnerability Assessment report, and preparing public presentations. As the City's stormwater consultant and having recently completed the City's Stormwater Master Plan, Kimley-Horn was uniquely positioned to bring a high level of expertise to this project. Kimley-Horn leveraged the previously prepared Stormwater Master Plan analysis and regional knowledge to prepare an accurate and detailed exposure analysis. Our understanding of the City's stormwater pumping operations and their relationship with the Indian Trace Development District and Bonaventure Development District were instrumental in identifying exposed critical infrastructure. This solid foundation ultimately informed the team's recommendations regarding focus areas for the City. Our team is currently working to facilitate delivery of this project by conducting GIS processing and hydraulic modeling of the City. The project is currently in the Sensitivity Analysis phase, with an anticipated completion date in June 2025.

PROJECT TIMELINE:

2024 – Ongoing

PROJECT CONTACT:

Karl Thompson, PE
kthompson@westonfl.org; 954 385 2600



Vulnerability Assessment, Pembroke Park

The Town of Pembroke Park received funding through the Florida Department of Environmental Protection's Resilient Coastlines program to conduct a Townwide vulnerability assessment under Florida Statute 380.093. Kimley-Horn was selected by the Town to perform the vulnerability assessment. The tasks included a kickoff meeting, data collection, exposure analysis, sensitivity analysis, and final report and public presentations. To facilitate delivery of this project, Kimley-Horn conducted GIS processing and numerical modeling to expose climate threats on critical Town assets and evaluated the sensitivity to assess the impact of flooding on the assets.

Scenarios included:

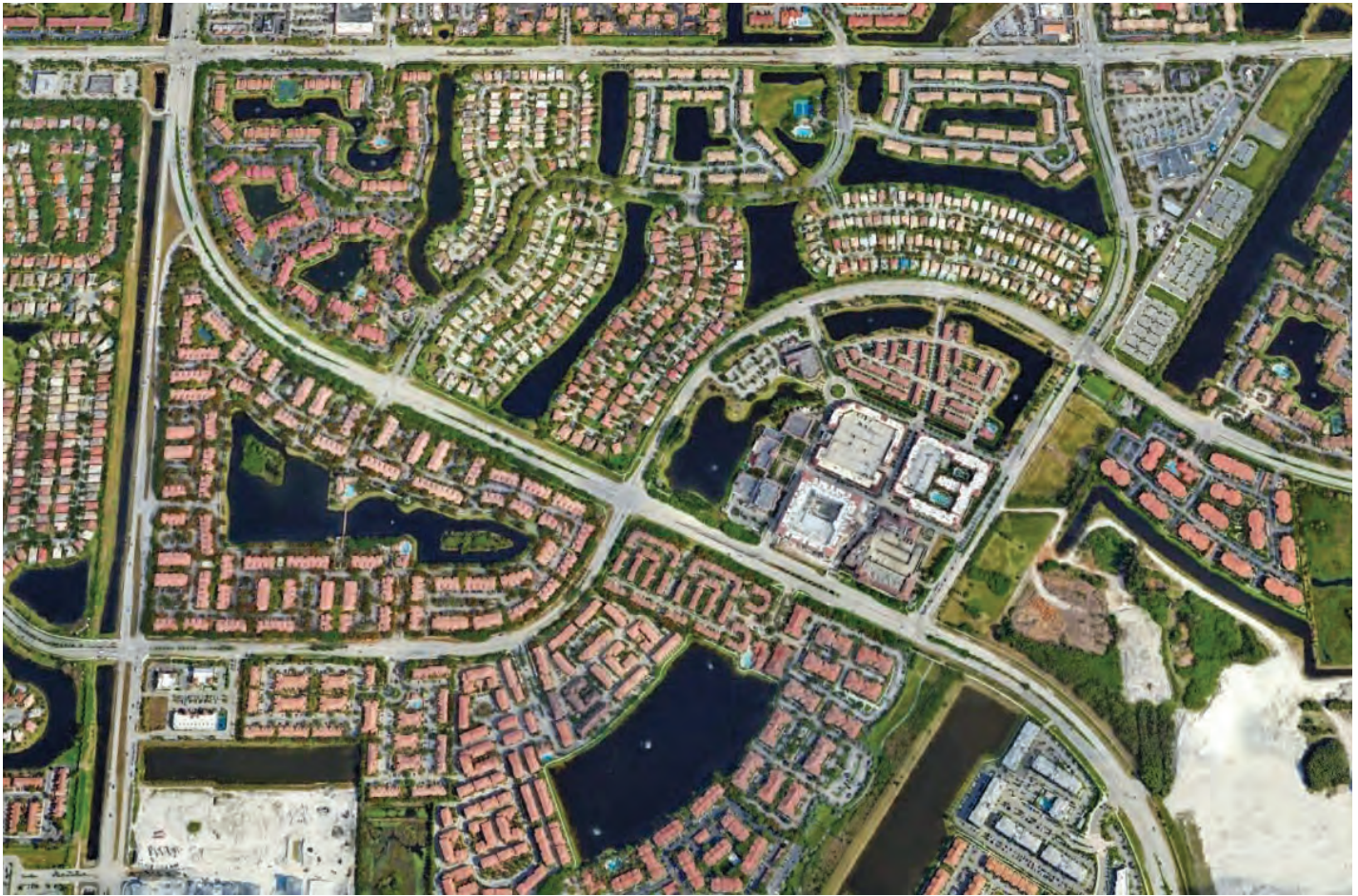
- » Rainfall induced flooding
- » Sea level rise - intermediate low & high for 2040 and 2070
- » Current and future tidal flooding
- » Current and future storm surge
- » Compound flooding

PROJECT TIMELINE:

2024 – 2025

PROJECT CONTACT:

Stanley Merantus, MSCE
smerantus@tppfl.gov; 954 966 4600



Vulnerability Assessment, Miramar

The City of Miramar received funding through the Florida Department of Environmental Protection's Resilient Coastlines program to conduct a Citywide Vulnerability Assessment compliant with Florida Statute 380.093. Kimley-Horn was selected by the City to perform the Vulnerability Assessment. The tasks include a kickoff meeting, assembling a steering committee and conducting steering committee meetings, public outreach, data collection, exposure analysis, sensitivity analysis, a final Vulnerability Assessment report, preparing public presentations, and preparing an Adaptation Plan. Our team is working to facilitate delivery of this project by conducting GIS processing and hydraulic modeling of the City, to expose flood hazard exposure to critical City assets. The project is also engaging with non-City stakeholders, such as the South Broward Drainage District and South Florida Water Management District, due to the existence of critical infrastructure that affects City assets. Through our involvement on the project's Steering Committee, Kimley-Horn is facilitating the coordination of resilience planning activities between City and regional entities. The project is currently in the Exposure Analysis phase, with an anticipated completion date in October 2025.

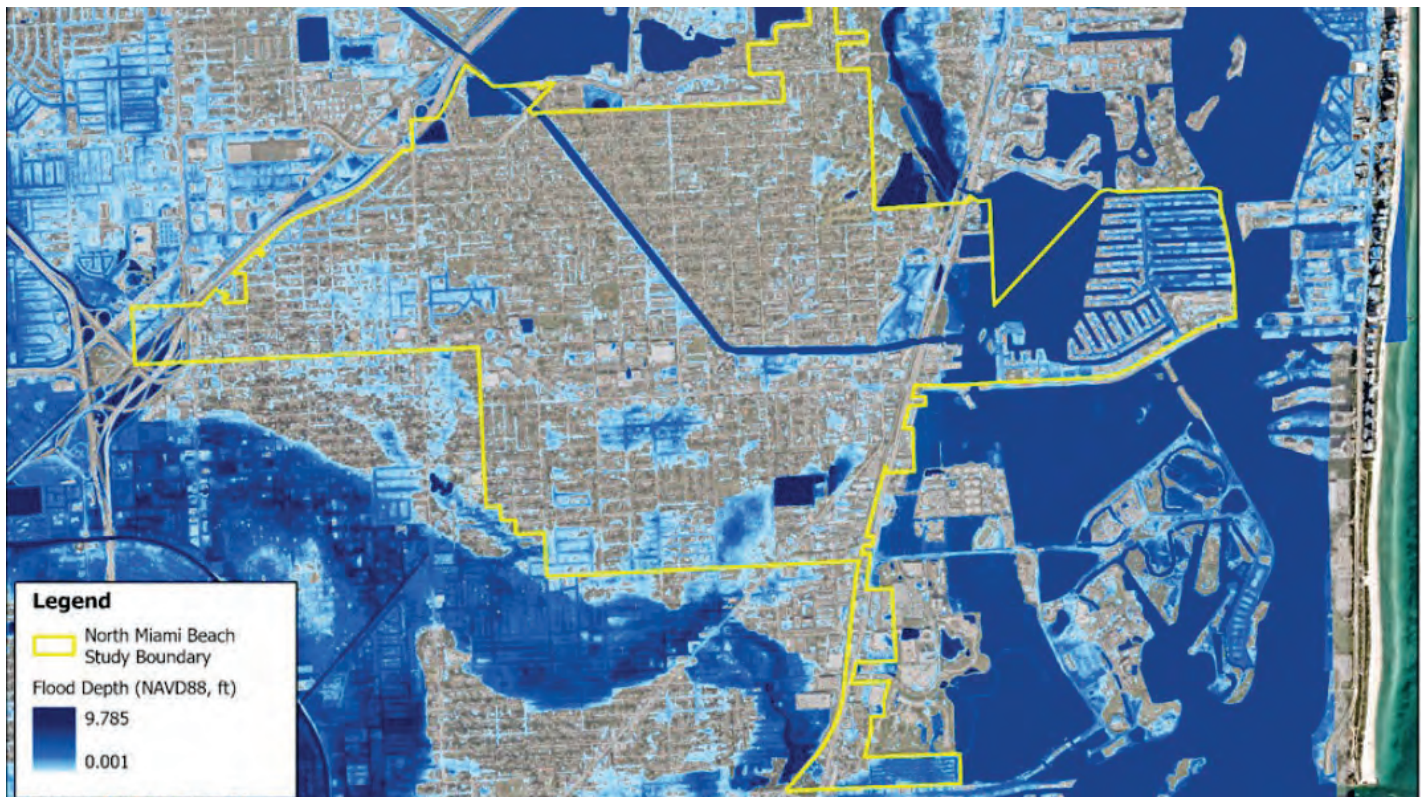
PROJECT TIMELINE:

2024 – Ongoing

PROJECT CONTACT:

H. Derricks

hderricks@miramarfl.gov; 954 882 5826



Citywide Vulnerability Assessment, North Miami Beach

The City of North Miami Beach received funding through the Florida Department of Environmental Protection's Resilient Coastlines program to conduct a Citywide vulnerability assessment under Florida Statute 380.093. Kimley-Horn was selected by the City to perform the vulnerability assessment. The tasks included a kick-off meeting, data collection, exposure analysis, sensitivity analysis, identification of focus areas, final report, and public presentations. To facilitate delivery of this project Kimley-Horn conducted GIS processing and numerical modeling to expose climate threats on critical City assets and evaluated the sensitivity to assess the impact of flooding on the assets.

Critical assets included:

- » Police department
- » City Hall
- » Eight lift stations
- » Three potable water distribution operation centers
- » Three schools
- » One hospital
- » Several medical facilities

Scenarios included:

- » Rainfall induced flooding
- » Sea level rise - Intermediate Low & High for 2040 and 2070
- » Current and future tidal flooding
- » Current and future storm surge
- » Compound flooding

PROJECT TIMELINE:

2022 – 2024

PROJECT CONTACT:

Jaaziah Israel
jaaziah.isreal@citynmb.com; 305 947 7581 ext. 2242

5

PERSONNEL EXPERIENCE AND QUALIFICATIONS



5. PERSONNEL EXPERIENCE AND QUALIFICATIONS





MATT BROSMAN, PE

Matt has 12 years of experience in hydrologic and hydraulic modeling and floodplain management. He has led efforts or helped with vulnerability assessments plans and stormwater master plans including for your neighbors in Lighthouse Point, as well as Pembroke Park, Miramar, Weston, Surfside, and Miami Beach. Matt has a thorough understanding of Federal Emergency Management Agency (FEMA) processes and National Flood Insurance Program (NFIP) regulations. Matt is experienced with developing and manipulating digital elevation models and is proficient with both 1D and 2D hydraulic modeling. He has extensive modeling experience with Interconnected Channel and Pond Routing (ICPR), XP-Storm Water Management Model (SWMM), and Hydraulic Engineering Center-River Analysis System (HEC-RAS), as well as geographic information system (GIS) data management, analysis, and visualization. Matt received his Bachelor of Science degree in Civil Engineering from the University of Florida.



STEFANO VIOLA, PE

Stefano has 19 years of diverse civil engineering experience, including roadway restoration and resurfacing, drainage modeling, water/wastewater utility design, stormwater master planning, the preparation of engineering drawings, permitting, and site/plan preparation and review. He also has experience serving a diverse group of clients, including counties, municipalities, government agencies, and private developers. Stefano's software experience includes AutoCAD, WaterCAD, StormCAD, and Cascade software programs and design analysis software. Stefano is familiar with municipal stormwater requirements across South Florida due to his involvement with numerous drainage projects implemented in the area. He received his Bachelor of Science degree in Civil Engineering from Florida International University.



CHRIS NIFORATOS, PE

Chris leads Kimley-Horn's national resilience practice and has over 30 years of experience in resiliency planning, numerical modeling, asset management, and devising risk-based strategies. He brings a detailed knowledge of conducting inundation modeling, performing data gap and vulnerability analyses, assigning criticality, and developing adaptation schemes. Chris has evaluated the impacts of sea level rise, storm surge, and rainfall intensification on both the built and natural environments of many coastal communities. His work experience extends both internationally and nationally and has successfully delivered a wide variety of projects from assigning remaining useful life to preparing hardening plans and formulating energy management roadmaps. Chris received his Master of Business Administration degree and his Master of Engineering degree in Environmental Engineering from the University of South Florida, and his Bachelor of Science degree in Civil Engineering from Clarkson University.



KARIN TEUFFER, PE

Karin is a professional engineer with seven years of experience involving water resources master planning, vulnerability assessments, water and wastewater treatment plant (W/WWTP) alternative evaluation, America's Water Infrastructure Act (AWIA) compliance, drainage design, and, most recently, hydrologic and hydraulic (H&H) modeling. She has served as a project engineer on stormwater master plans and private development stormwater system design and has experience in modeling with Interconnected Channel and Pond Routing (ICPR) and Hydraulic Engineering Center-River Analysis Systems (HEC-RAS). Karin has extensive experience in analysis using GIS data management and visualization software. She received her Master of Engineering degree in Environmental and Water Resources Systems Engineering and her Bachelor of Science degree in Environmental Engineering from Cornell University.



ALEJANDRO TOURAL, PE

Alejandro is a project engineer with eight years of combined experience in civil and environmental engineering. His experience includes conducting environmental oversight/field support for petroleum and hazardous waste removal and remediation; performed air/soil/groundwater environmental monitoring per FDEP standard operating procedures; coordinated and provided oversight for the installation of monitoring wells, soil sampling and site excavations; prepared Environmental Resource Permits for SFWMD and FDEP; performed site development stormwater analysis and modeling; proficient in site paving, grading and drainage, earthwork cut/fill analysis; and utility coordination; performed stormwater drainage inspections (mirror/lamping) and as-built review; and performed construction oversight and preparation of certification of construction completion documents.



MACY FALCON, AICP

Macy has 11 years of planning experience in data management, technical analysis, grant application and management, and floodplain management. She is experienced in providing complete grant cycle services to Florida counties to obtain federal grants and implement projects that mitigate flood risk. She has also served as an analyst for vulnerability assessments and holistic benefit-cost analyses for federal grants for metropolitan clients. Her background includes hazard mitigation and resiliency plan development, grant writing and management, floodplain management practice and outreach, resiliency assessment, loss avoidance reporting, and benefit-cost analysis. Macy's other skills include task and project management, policy analysis and program implementation, and public involvement and outreach. Her software experience includes ArcGIS, FEMA BCA Toolkit, Hazus, and IMPLAN. She received her Master of Science degree in Urban and Regional Planning and her Bachelor of Science degree in Geography and Environmental Studies from Florida State University.



LISA STONE, PE

Lisa has 30 years of experience, including public involvement, utility coordination, transportation, PD&E, roadway design, plan preparation, maintenance of traffic, pavement design, roadway lighting design, signing and pavement marking, permitting, long-range estimates, specifications, and post-design services. Lisa has served as public involvement task leader for the Turnpike Mainline Widening from Lake Worth to Jupiter PD&E Study and Design project for Palm Beach County; Archer Road PD&E Study for the City of Gainesville; Mainline Widening PD&E Study/Design, Osceola Parkway Extension PD&E Study, and Widening Florida's Turnpike PD&E Study from the Sawgrass Expressway to Atlantic Avenue for Florida's Turnpike Enterprise; Kings Highway PD&E Study for FDOT District Four; and the C-466 W PD&E Study for Sumter County. Her computer software experience includes MicroStation and GEOPAK. Lisa earned her Bachelor of Science degree in Civil Engineering from the University of Florida.



TIFFANY STANTON, PE

Tiffany has more than 12 years of civil engineering experience with stormwater drainage planning and design, stormwater modeling, streetscapes, site development, project permitting, and construction phase services. She has worked on multiple neighborhood and roadway drainage projects for the Town of Miami Lakes, the City of Pompano Beach, the City of Miami Gardens, and the Village of Palmetto Bay. Her software experience includes AutoCAD, Civil 3D, Interconnected Channel and Pond Routing Model (ICPR) Modeling, ArcMap, AGi32, and MS. Tiffany received her Bachelor of Civil Engineering degree from Florida Atlantic University.



KEVIN GERSZUNY, PE

Kevin has eight years of experience involving utility engineering projects. He has experience with the design, permitting, and construction management of water and wastewater transmission pipelines, pump stations, and treatment facilities. He has strong proficiency in AutoCAD Civil 3D design, 3D Building Information Modeling (BIM), and hydraulic modeling of pumping facilities and distribution systems. Kevin has been a key member of water and wastewater treatment facilities with rated capacities ranging from 0.060 MGD to 11 MGD (AADF), pump stations with peak hourly flow capacity ranging from 2.8 MGD to 10 MGD, as well as transmission/distribution pipelines ranging from 4-inch to 36-inch diameter.



LEONTE ALMONTE, PE

Leo is a civil engineer with 22 years of experience providing engineering services for a variety of projects across South Florida and internationally. He has extensive experience with all phases of a project from conception to design and on through construction phase services. In addition, Leo has served a diverse group of clients, including municipalities, governmental agencies, and private developers. He is proficient in MicroStation, Geopak, Primavera P6, ArcGIS, AUTOTurn, Real Cost, MS Project, and AASHTO Pavement ME. He is also a graduate of the International Bridge, Toll, and Turnpike Associations (IBTTA) Leadership Academy. Leo received his Master of Science degree in Transportation Engineering from Florida International University and his Bachelor of Science degree in Civil Engineering from Pontificia Universidad Catolica Madre y Maestra.



KELLIE CLARK, PE

Kellie has 16 years of water resources engineering experience. She has provided project management, GIS, modeling, design, and permitting services for wetland restoration projects, regional stormwater treatment facility projects, total maximum daily load (TMDL) analyses, resiliency analyses, and stormwater retrofit projects, as well as watershed management programs. Early on, Kellie served St. Johns County developing watershed models throughout the County. This included coastal low-lying, highly developed areas, as well as rural farmlands—developing hydraulic and hydraulic (H&H) models, TMDL analyses, and a data dictionary for the overall County watershed program. Since then, Kellie has had the opportunity to work in additional low-lying communities such as Sarasota, Manatee, Charlotte, Collier, Pinellas, Miami-Dade, and Lee counties. She is proficient with ArcGIS, InfoWater, WaterCAD, ArcHydro Tools, ETGeoWizards, ICPR, XPSWMM, SIMPLE, WSPRO in ICPR, and Mathcad software. Kellie received her Master of Engineering and her Bachelor of Science degrees in Civil Engineering from the University of Florida.



LAURA WITTENBAUER

Laura previously worked as a senior process analyst for the City of Sarasota, where she identified relevant grant opportunities and completed grant applications. She has experience ensuring that grant accounting and financial reporting are consistent with governmental accounting standards and are kept within the terms and conditions of the grant. Laura has a demonstrated ability to evaluate, audit, deduce, and assess data using established criteria through the lens of a public agency, which she has gained over her 23 years of experience. She received her Master of Business Administration degree from the University of Phoenix/Nellis AFB, her Bachelor of Science degree in Social Work from Florida State University, and her Associate of Arts in Business Administration from Pensacola State College.



JOE CROZIER, AICP

Joe has 11 years of diverse private- and public-sector experience in professional planning with perspectives at the local, regional, and statewide levels. He has expertise in grant writing, grant administration, community development, transit planning, and transportation planning. Joe currently supports the FDOT statewide federal grant program and is leading Kimley-Horn's grant administration team. He is a prime resource for the development of state and federal policies for the Florida Department of Transportation. He has supported the implementation of FDOT's Consolidated Planning Grant, American Rescue Plan (ARPA) funding uses, and other key policies and initiatives. Additional services he has provided in this role include statewide workshops to educate both the staff and the public on grant opportunities. Joe earned his Master of Science degree in Urban and Regional Planning and his Bachelor of Science degree in Environmental Studies and Geography from Florida State University.



DIANA BELLO

Diana has more than 18 years of grants management experience, which includes 10 years of experience as a Capital Projects Manager and Internal Programmatic Auditor for publicly funded infrastructure projects. She has experience assisting municipalities in drafting federal procurement guidelines, developing internal controls, and implementing procedures to meet federal program requisites. Throughout her career, Diana has managed administrative teams and construction inspectors for capital projects to help ensure compliance with regulations such as the Davis-Bacon Act and the American Iron and Steel Act. She has been instrumental in the development and implementation of funding strategies for large restoration, stormwater, and utility infrastructure projects, such as a county-wide septic-to-sewer conversion projects and rehabilitation of water and wastewater treatment plants. Diana earned her Master of Business Administration degree from Nova Southeastern University and her Bachelor of Arts degree in Political Science from Florida International University.



GISSELLE GUTIERREZ, EI

Gisselle has five years of experience working on surface water projects in South Florida. She has been an instrumental part of the Kimley-Horn team delivering Vulnerability Assessments for Pembroke Park, Miami Lakes, and Miramar, as well as the Stormwater Master Plan for Lighthouse Point, Plantation's Zone 3 Drainage Study, and the Driftwood Estates Stormwater Study in Davie. Her software experience includes ArcGIS PRO, ICPR 4, HEC-RAS 2D, HEC-HMS, EPA SWMM, CloudCompare, and Python. Gisselle holds a Master of Environmental Engineering from Florida International University and is a registered Engineering Intern in the State of Florida.



ERIN EMMONS, GISP

Erin has more than two decades of experience as a transportation and community planner, with a specialty focus on GIS and database development. She has managed projects involving environmental and socioeconomic assessments, asset management and utility evaluations, and corridor planning. Her background includes data model design, the implementation of web-based GIS systems, the automation of geoprocessing, and leading staff training and agency coordination efforts. Erin is proficient in several software packages, including Esri ArcGIS Desktop/Pro applications, ArcGIS Enterprise/Portal, and ArcGIS Online. Erin has developed customized data collection applications utilizing web and mobile GIS-based applications, including Quick Capture, Collector for GIS, and Survey123. Erin received her Bachelor of Science degree in Urban and Regional Planning from Florida Atlantic University.



AMBER CRANE

Amber has a decade of geographic information system (GIS) experience related to the planning and transportation industry, specializing in GPS mapping and data collection, data configuration, and database development for asset management. She served as the project manager for GIS Enterprise/Portal and ArcGIS Online administration, development and implementation of web and mobile GIS-based interactive applications, including ArcGIS Collector/Field Maps, ArcGIS Survey123, ArcGIS StoryMaps, ArcGIS Experience Builder, and interactive public engagement applications and dashboards. She has managed the development and implementation of customized applications and Esri solutions as well as integration of third-party applications. Her experience also includes leading projects involving data collection efforts for utility data format conversions and asset inventory development.

Our team's resumes can be found on the following pages.





MATT BROSMAN, PE

PROJECT MANAGER; DATA COLLECTION; EXPOSURE
AND SENSITIVITY ANALYSIS; PERIL OF FLOOD COMPLIANCE

RELEVANT EXPERIENCE

STORMWATER MASTER PLAN UPDATE AND VULNERABILITY ASSESSMENT, LIGHTHOUSE POINT — Project engineer. The City of Lighthouse Point sought to update their stormwater master plan for the first time in more than two decades. Building on a recently developed partnership, the City tasked Kimley-Horn with the preparation of this update to assess the performance of the existing stormwater system and reduce flood hazards. This project considered previously planned and implemented stormwater improvements within the City and its goals included the delivery of an updated drainage atlas, hydrologic and hydraulic modeling for the existing stormwater systems, and identification of alternatives for improvements to address deficiencies in the system.

VULNERABILITY ASSESSMENT, MIRAMAR — Project manager. The Kimley-Horn team is working with the City to deliver a citywide vulnerability assessment compliant with Florida Statute 380.093. The project elements include a kickoff meeting, data collection, exposure and sensitivity analyses, identification of focus areas, final report, and a presentation to the City Council.

VULNERABILITY ASSESSMENT, WESTON — Project manager. Our team is working with the City to deliver a comprehensive vulnerability assessment compliant with Florida Statute 380.093. The project elements include a kickoff meeting, data collection, exposure and sensitivity analyses, identification of focus areas, final report, and a presentation to the City Council.

VULNERABILITY ASSESSMENT, PEMBROKE PARK — Project manager. The Town of Pembroke Park received funding through the Florida Department of Environmental Protection's Resilient Coastlines program to conduct a Townwide vulnerability assessment under Florida Statute 380.093. Kimley-Horn was selected by the Town to perform the vulnerability assessment. The tasks include a kickoff meeting, data collection, exposure analysis, sensitivity analysis, and final report and public presentations. To facilitate delivery of this project Kimley-Horn conducted GIS processing and numerical modeling to expose climate threats on critical Town assets and evaluated the sensitivity to assess the impact of flooding on the assets.

VULNERABILITY ASSESSMENT, FORT MYERS BEACH — Project engineer. Kimley-Horn is currently working with the Town of Fort Myers Beach to deliver a townwide vulnerability assessment compliant with Florida Statute 380.093. The project elements included a kickoff meeting, data collection, exposure and sensitivity analyses, identification of focus areas, Peril of Flood Compliance integration into their Comprehensive Plan, a Final Report to include an Adaptation Plan, and a presentation to the Town Council.

VULNERABILITY ASSESSMENT, MIAMI LAKES — Project manager. Currently working with the Town to deliver a townwide vulnerability assessment compliant with Florida Statute 380.093. The project elements included a kickoff meeting, data collection, exposure and sensitivity analyses, identification of focus areas, final report, two public meetings, and a presentation to the Town Council.

PROFESSIONAL CREDENTIALS

- » Bachelors, Civil Engineering, University of Florida, 2013
- » Professional Engineer, 85460, FL
- » American Water Resources Association

SPECIAL QUALIFICATIONS

- » Has 12 years of experience
- » Experienced in hydrologic and hydraulic modeling, bridge and culvert hydraulic design, and stormwater master planning
- » Modeling experience with ICPR, XPSWMM, HEC-RAS, and EPASWMM
- » Experienced with GIS data management and visualization
- » Proficient with AutoCAD and skilled in ArcGIS ModelBuilder/Python programming and application



STEFANO VIOLA, PE

PRINCIPAL-IN-CHARGE

RELEVANT EXPERIENCE

STORMWATER MASTER PLAN UPDATE AND VULNERABILITY ASSESSMENT, LIGHTHOUSE POINT — Project manager. The City of Lighthouse Point sought to update their stormwater master plan for the first time in more than two decades. Building on a recently developed partnership, the City tasked Kimley-Horn with the preparation of this update to assess the performance of the existing stormwater system and reduce flood hazards. This project considered previously planned and implemented stormwater improvements within the City and its goals included the delivery of an updated drainage atlas, hydrologic and hydraulic modeling for the existing stormwater systems, and identification of alternatives for improvements to address deficiencies in the system.

STORMWATER MASTER PLAN, MEDLEY, FL — Project engineer. Kimley-Horn was retained to prepare a Stormwater Master plan for the Town, which faces a number of challenges, including a high water table relative to the existing grade (which are generally very flat; numerous pockets of contamination throughout the Town caused by industrial tenants); Florida East Coast Railway, which bisects the Town and thus often makes conveyance of stormwater to the nearby C-6 Canal (the Miami River) cost prohibitive; and the lingering threat of sea level rise.

STORMWATER MASTER PLAN, SOUTHWEST RANCHES, FL — Project manager. Kimley-Horn provided stormwater master planning services for the Town of Southwest Ranches—a rural, inland Broward County community known for its equestrian prominence. The stormwater master plan required extensive research of the town's roadways, utilities, and drainage patterns to understand the condition of the infrastructure and stormwater management needs. As part of the stormwater master plan, Kimley-Horn assisted the Town in developing a 10-year capital improvement plan that prioritized improvements based on flood management needs and associated costs.

SHORES ESTATES DRAINAGE IMPROVEMENTS, MIAMI SHORES VILLAGE, FL — Project manager. Kimley-Horn is providing professional engineering services for the design and construction of a drainage collection system with water quality treatment measures for the residential neighborhood known as Shores Estates. Improvements consist of underground piping, a stormwater pump station, and an outfall connection to the adjacent canal system. Professional services include surveying, stormwater analysis, civil and electrical engineering design, landscaping and irrigation, permitting, coordinating with utility providers, preparing quantity calculations, and engineer's estimates of probable costs.

PROFESSIONAL CREDENTIALS

- » Associates, Engineering, Broward College, 2004
- » Bachelor, Civil Engineering, Florida International University, 2007
- » Professional Engineer, 74655, FL
- » Florida Engineering Society
- » American Society of Civil Engineers (ASCE)
- » American Public Works Association (APWA)

SPECIAL QUALIFICATIONS

- » More than 19 years of engineering experience, including roadway restoration/resurfacing, drainage modeling, water/wastewater utility design, stormwater master planning, preparation of engineering drawings, permitting, and site/plan preparation and review
- » Prior to joining Kimley-Horn, served as sergeant in the United States Marine Corps for five years Experience with AutoCAD, WaterCAD, StormCAD, and Cascade



CHRIS NIFORATOS, PE

QUALITY CONTROL/QUALITY ASSURANCE (QC/QA)

RELEVANT EXPERIENCE

VULNERABILITY ASSESSMENT, INDIAN RIVER COUNTY — Project manager. Kimley-Horn guided the County in preparing a Vulnerability Assessment to devise adaptation strategies for unincorporated areas east of I-95. Ultimately, the adaptation strategies proposed included a combination of gray/green infrastructure interventions, policy recommendations and community engagement.

PRELIMINARY VULNERABILITY ANALYSIS, VENICE — Project manager. Led the development of a vulnerability assessment of the City's infrastructure with respect to coastal flooding and wind. The infrastructure included five critical lift stations, reverse osmosis water treatment plant, water reclamation facility, and several administrative buildings. Evaluated future sea level projections, rainfall, surge, and wind data and their impacts on designated infrastructure. Developed a matrix to assess criticality of the assets and identified adaptation measures to harden the assets as well as strategies to increase adaptive capacity.

MULTI-BASIN STORMWATER ASSESSMENTS, NAPLES — Project engineer. Kimley-Horn is assisting the City of Naples in developing a stormwater basin assessment for five selected basins within the City limits. As a low-lying coastal area, the City has experienced increasing flooding incidents and has developed a long-term plan to address the increasing flooding by the basin. Our team is working with subconsultants to develop short, medium, and long-range plans to address not only the current flooding occurring in the area; but also future flooding and other impacts of sea level rise, and the increasing intensity return intervals of extreme events. We are also creating financial models that will assist the City's decision makers in determining the long-term costs of sea level rise to the tax base and home values and how changes supported by the planning efforts will mitigate those losses.

COASTAL RESILIENCY PLAN AND COMPREHENSIVE PLAN UPDATES, SEBASTIAN Project engineer. Kimley-Horn was selected to prepare the City's Coastal Resiliency Plan and the corresponding Comprehensive Plan amendments to address state mandates regarding sea level rise assessment. To support the comprehensive plan update, a vulnerability analysis of the City's critical infrastructure and social elements was required to evaluate coastal flooding. The Coastal Resiliency Plan was developed through this vulnerability analysis, an in-depth analysis of sea level rise, rainfall and surge data, public infrastructure locations, land use, and societal exposures. The plan culminated in the vulnerability summary and an Adaptation Action Plan. Following the development of the Coastal Resiliency Plan, Kimley-Horn prepared Comprehensive Plan amendments to the GOPs and DIA for the Future Land Use, Public Facilities, and the Coastal and Conservation Elements of the City's Comprehensive Plan. These changes were vital to better reflect the threats of flooding, sea level rise, and the importance of resiliency measures while also improving the organization and flow of the Comprehensive Plan. The reorganization of the Conservation and Coastal Management Elements into one element was completed to address similar topics and subjects more succinctly and reduce policy redundancy.

PROFESSIONAL CREDENTIALS

- » Masters, Business Administration, University of South Florida, 2004
- » Masters, Environmental Engineering, University of South Florida, 1998
- » Bachelors, Civil Engineering, Clarkson University, 1994
- » Professional Engineer, 56881, FL
- » Cert Pro Erosion Sediment, 20856, FDEP
- » American Public Works Association (APWA)
- » American Society of Civil Engineers (ASCE)
- » Florida Engineering Society
- » American Water Resources Association

SPECIAL QUALIFICATIONS

- » Has 31 years of experience specializing in developing opportunities and delivering services in stormwater, watershed, and flood risk management; adaptation; and asset management



KELLIE CLARK, PE

EXPOSURE AND SENSITIVITY ANALYSIS

RELEVANT EXPERIENCE

MULTI-BASIN STORMWATER ASSESSMENTS, NAPLES — Project engineer.

Kimley-Horn is assisting the City of Naples in developing a stormwater basin assessment for five selected basins within the City limits. As a low-lying coastal area, the City has experienced increasing flooding incidents and has developed a long-term plan to address the increasing flooding by the basin. Our team is working with subconsultants to develop short, medium, and long-range plans to address not only the current flooding occurring in the area; but also future flooding caused by, including the impacts of sea level rise, and the increasing intensity return intervals of extreme events. We are also creating financial models that will assist the City's decision makers in determining the long-term costs of sea level rise to the tax base and home values and how changes supported by the planning efforts will mitigate those losses.

PROFESSIONAL SERVICES FOR WATER QUALITY AND DRAINAGE STUDIES, HIGHLANDS COUNTY — Project manager.

Kimley-Horn is providing engineering services to Highlands County to assess water quality and identify improvements needed to address flooding concerns in three areas throughout the County and conduct a peer review of existing modeling within a fourth area. Kimley-Horn will utilize existing large-scale watershed modeling to create stormwater models at a smaller scale that will generally utilize roadways as basin divides and overland weirs. This project will be a planning-level study to determine recommended stormwater improvements in this area. The study's deliverables are anticipated to serve as documentation in future grant or loan submittals.

BUSINESS CASE ANALYSIS FOR THE STORMWATER RESILIENCY PROGRAM PILOT PROJECT, MIAMI BEACH — Project engineer.

Kimley-Horn led an integrated flood modeling task as a subconsultant to another firm. The purpose of the task was to assess four design storm events that represented a combination of rainfall, sea level rise, storm surge, and tide stage scenarios under no-build, public investment, and private investment scenarios. The resulting flood depths for the 12 scenarios were mapped out by Kimley-Horn and provided to the City. The outcome of the project was concise communication materials to help City decision-makers articulate the business case for resilience investments backed by technical analyses, integrated flood modeling, and economic analyses.

WATERSHED MANAGEMENT PLAN, ARCADIA — Project engineer. Kimley-Horn is provided a hydrologic and hydraulic evaluation of current and proposed conditions associated with the City of Arcadia's existing stormwater management system. The project established existing flood stages, establish Flood Protection Level of Service (FPLOS), identify cost-effective drainage improvements through the simulation of various storm events, and estimate resulting floodwater depths. The project also analyzed the City of Arcadia's TMDL's by creating a Pollutant Loading Estimate Simulation that estimated annual pollutant loading for specific areas based on the event mean concentrations of certain pollutants, annual rainfall depth, and land use.

PROFESSIONAL CREDENTIALS

- » Masters, Civil Engineering, University of Florida, 2010
- » Bachelors, Civil Engineering, University of Florida, 2009
- » Professional Engineer, 77642, FL
- » American Water Resources Association, Board Member
- » Florida Engineering Society

SPECIAL QUALIFICATIONS

- » Special expertise with watershed management programs, hydrologic and hydraulic modeling, water resources master planning, flood control and water quality projects, and floodplain mapping



PROFESSIONAL CREDENTIALS

- » Masters, Environmental Engineering, Cornell University, 2017
- » Bachelors, Environmental Engineering, Cornell University, 2016
- » Professional Engineer, 94890, FL
- » American Water Resources Association

SPECIAL QUALIFICATIONS

- » Has more than seven years of experience involving water resources master planning, America's Water Infrastructure Act (AWIA) compliance and vulnerability assessments, water and wastewater treatment plant (W/WWTP) alternative evaluation, drainage design, and, most recently, H&H modeling
- » Software familiarity with Interconnected Channel and Pond Routing (ICPR) and Hydraulic Engineering Center-River Analysis Systems (HEC-RAS)

KARIN TEUFFER, PE

DATA COLLECTION; EXPOSURE AND SENSITIVITY ANALYSIS; GIS ANALYSIS/MAPPING; PERIL OF FLOOD COMPLIANCE

RELEVANT EXPERIENCE

VULNERABILITY ASSESSMENT, PEMBROKE PARK — Project engineer. The Town of Pembroke Park received funding through the Florida Department of Environmental Protection's Resilient Coastlines program to conduct a Townwide vulnerability assessment under Florida Statute 380.093. Kimley-Horn was selected by the Town to perform the vulnerability assessment. The tasks include a kickoff meeting, data collection, exposure analysis, sensitivity analysis, and final report and public presentations. To facilitate delivery of this project Kimley-Horn conducted GIS processing and numerical modeling to expose climate threats on critical Town assets and evaluated the sensitivity to assess the impact of flooding on the assets.

VULNERABILITY ASSESSMENT, FORT MYERS BEACH — Project manager. Kimley-Horn is currently working with the Town of Fort Myers Beach to deliver a townwide vulnerability assessment compliant with Florida Statute 380.093. The project elements included a kickoff meeting, data collection, exposure and sensitivity analyses, identification of focus areas, Peril of Flood Compliance integration into their Comprehensive Plan, a Final Report to include an Adaptation Plan, and a presentation to the Town Council.

VULNERABILITY ASSESSMENT, MIAMI LAKES — Project engineer. Currently working with the Town to deliver a townwide vulnerability assessment compliant with Florida Statute 380.093. The project elements included a kickoff meeting, data collection, exposure and sensitivity analyses, identification of focus areas, final report, two public meetings, and a presentation to the Town Council.

STORMWATER MASTER PLAN UPDATE AND VULNERABILITY ASSESSMENT, LIGHTHOUSE POINT — Project engineer. The City of Lighthouse Point sought to update their stormwater master plan for the first time in more than two decades. Building on a recently developed partnership, the City tasked Kimley-Horn with the preparation of this update to assess the performance of the existing stormwater system and reduce flood hazards. This project considered previously planned and implemented stormwater improvements within the City and its goals included the delivery of an updated drainage atlas, hydrologic and hydraulic modeling for the existing stormwater systems, and identification of alternatives for improvements to address deficiencies in the system. The study's analyses considered flood depth and flood time reduction improvements to level of service for each proposed alternative and resulted in a capital improvement plan to provide the framework for implementation. The project also included a preliminary exposure analysis of the City's roadways, laying the groundwork for a future FDEP-compliant Vulnerability Assessment for the City.

VULNERABILITY ASSESSMENT, MIRAMAR — Project engineer. The Kimley-Horn team is working with the City to deliver a citywide vulnerability assessment compliant with Florida Statute 380.093. The project elements include a kickoff meeting, data collection, exposure and sensitivity analyses, identification of focus areas, final report, and a presentation to the City Council.



GISSELLE GUTIERREZ, EI

DATA COLLECTION

RELEVANT EXPERIENCE

VULNERABILITY ASSESSMENT, PEMBROKE PARK — Project analyst. The Town of Pembroke Park received funding through the Florida Department of Environmental Protection's Resilient Coastlines program to conduct a Townwide vulnerability assessment under Florida Statute 380.093. Kimley-Horn was selected by the Town to perform the vulnerability assessment. The tasks include a kickoff meeting, data collection, exposure analysis, sensitivity analysis, and final report and public presentations. To facilitate delivery of this project Kimley-Horn conducted GIS processing and numerical modeling to expose climate threats on critical Town assets and evaluated the sensitivity to assess the impact of flooding on the assets.

VULNERABILITY ASSESSMENT, MIRAMAR — Project analyst. The Kimley-Horn team is working with the City to deliver a citywide vulnerability assessment compliant with Florida Statute 380.093. The project elements include a kickoff meeting, data collection, exposure and sensitivity analyses, identification of focus areas, final report, and a presentation to the City Council.

VULNERABILITY ASSESSMENT, WESTON — Project analyst. Our team is working with the City to deliver a comprehensive vulnerability assessment compliant with Florida Statute 380.093. The project elements include a kickoff meeting, data collection, exposure and sensitivity analyses, identification of focus areas, final report, and a presentation to the City Council.

VULNERABILITY ASSESSMENT, MIAMI LAKES — Project analyst. We are currently working with the Town to deliver a townwide vulnerability assessment compliant with Florida Statute 380.093. The project elements included a kickoff meeting, data collection, exposure and sensitivity analyses, identification of focus areas, final report, two public meetings, and a presentation to the Town Council.

VULNERABILITY ASSESSMENT, FORT MYERS BEACH — Project analyst. Kimley-Horn is currently working with the Town of Fort Myers Beach to deliver a townwide vulnerability assessment compliant with Florida Statute 380.093. The project elements included a kickoff meeting, data collection, exposure and sensitivity analyses, identification of focus areas, Peril of Flood Compliance integration into their Comprehensive Plan, a Final Report to include an Adaptation Plan, and a presentation to the Town Council.

STORMWATER MASTER PLAN UPDATE AND VULNERABILITY ASSESSMENT, LIGHTHOUSE POINT — Project analyst. The City of Lighthouse Point sought to update their stormwater master plan for the first time in more than two decades. Building on a recently developed partnership, the City tasked Kimley-Horn with the preparation of this update to assess the performance of the existing stormwater system and reduce flood hazards. This project considered previously planned and implemented stormwater improvements within the City and its goals included the delivery of an updated drainage atlas, hydrologic and hydraulic modeling for the existing stormwater systems, and identification of alternatives for improvements to address deficiencies in the system. The study's analyses considered flood depth and flood time reduction improvements to level of service for each proposed alternative and resulted in a capital improvement plan to provide the framework for implementation. The project also included a preliminary exposure analysis of the City's roadways, laying the groundwork for a future FDEP-compliant Vulnerability Assessment for the City.

PROFESSIONAL CREDENTIALS

- » Masters, Environmental Engineering, Florida International University, 2022
- » Bachelors, Environmental Engineering, Florida International University, 2020
- » Engineering Intern, 1100026807, FL

SPECIAL QUALIFICATIONS

- » Has more than four years of experience working on surface water projects in South Florida
- » Software experience includes ArcGIS PRO, ICPR 4, HEC-RAS 2D, HEC-HMS, EPA SWMM, CloudCompare, and Python



PROFESSIONAL CREDENTIALS

- » Bachelor, Environmental Science, Nova Southeastern University, 2013
- » Bachelor, Civil Engineering, Florida International University, 2018
- » Professional Engineer, 94809, FL

SPECIAL QUALIFICATIONS

- » Project engineer with ten years of combined experience in civil and environmental engineering
- » Has performed site development stormwater analysis and modeling; proficient in site paving, grading and drainage, earthwork cut/fill analysis; and utility coordination; performed stormwater drainage inspections (mirror/lamping) and as-built review; and performed construction oversight and preparation of certification of construction completion documents

ALEJANDRO TOURAL, PE

PUBLIC OUTREACH

RELEVANT EXPERIENCE

VULNERABILITY ASSESSMENT, PEMBROKE PARK — Project engineer. The Town of Pembroke Park received funding through the Florida Department of Environmental Protection's Resilient Coastlines program to conduct a Townwide vulnerability assessment under Florida Statute 380.093. Kimley-Horn was selected by the Town to perform the vulnerability assessment. The tasks include a kickoff meeting, data collection, exposure analysis, sensitivity analysis, and final report and public presentations. To facilitate delivery of this project Kimley-Horn conducted GIS processing and numerical modeling to expose climate threats on critical Town assets and evaluated the sensitivity to assess the impact of flooding on the assets.

VULNERABILITY ASSESSMENT, BISCAYNE PARK — Project manager. Kimley-Horn conducted a comprehensive flood vulnerability and sea level rise assessment. The team's services included a kick-off meeting, data collection to develop a GIS database, analyzed the exposure of flooding from various scenarios including rainfall, storm surge, and sea level rise, and created flood inundation maps. A sensitivity analysis was prepared to assess the impacts of flooding on critical assets and Kimley-Horn provided a comprehensive vulnerability assessment report detailing data, analyses, and identified risks.

VULNERABILITY ASSESSMENT, SOUTH MIAMI — Project manager. Kimley-Horn is providing services for a comprehensive vulnerability assessment to the City of South Miami.

VULNERABILITY ASSESSMENT, MEDLEY — Project engineer. Kimley-Horn provided services for a comprehensive vulnerability assessment to the Town of Medley.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT, S-29 PUMP STATION FOR RESILIENCY AND S-29 CONTROL STRUCTURE REFURBISHMENT — Project engineer. Kimley-Horn is providing professional design services for a new 2,500-CFS forward pumping station to be located on the northwest side of the existing S-29 Control Structure within the C-9 Canal. This new pump station will provide the District added level of support for improving the flood protection level of service for the C-9 watershed and basin. In addition, this project includes the structural evaluation of the existing S-29 control structure and design of the recommended refurbishments for its continued flood protection and service. Our services include preliminary design, CFD and physical pump station modeling, a hydraulic model study, permitting with the Florida Department of Protection (FDEP) and the United States Army Corps of Engineers (USACE), and 100% Final/RTA Design.

HARBOR ACRES ALTERNATIVE ANALYSIS, SARASOTA — Project engineer. The Harbor Acres development is approximately 61.5 acres and is located within the City of Sarasota and was designed in the 1940s. There are currently seventeen outfall pipes of varying size and material. Previous studies revealed that the drainage system is deficient for the road Level of Service (LOS). Kimley-Horn is providing professional engineering services for the modeling and analysis of the original design conditions using 1940 aerial maps. The team is also analyzing and modeling current conditions and "build out" conditions. Alternative analyses are being conducted to identify potential cure plans for failing.



PROFESSIONAL CREDENTIALS

- » Bachelor, Civil Engineering, Florida Atlantic University, 2011
- » Professional Engineer, 85268, FL

SPECIAL QUALIFICATIONS

- » Has more than 13 years of civil engineering experience
- » Software experience includes AutoCAD, Civil 3D, Interconnected Channel and Pond Routing Model (ICPR) Modeling, ArcMap, AGi32, MS

TIFFANY STANTON, PE

CRITICAL INFRASTRUCTURE (STORMWATER)

RELEVANT EXPERIENCE

STORMWATER MASTER PLAN UPDATE #3, MIAMI LAKES — Project engineer. Kimley-Horn has completed two updates to the Town's original stormwater master plan and is currently working on a third update. The Stormwater Master Plan Updates provide the Town with a comprehensive look at completed stormwater improvements throughout the Town and provides an update to the CIP and a reprioritization of remaining stormwater work. Since incorporation, Kimley-Horn has also provided support to assess the condition of roads, sidewalks, signing, and striping throughout the Town limits. The recommendations from this assessment also included a prioritization of the improvements along with a five-year CIP. To facilitate implementing all identified Town improvements, Kimley-Horn provided construction documents, assisted in obtaining bids from contractors to implement the projects, and provided limited construction phase services.

SHORES ESTATES DRAINAGE IMPROVEMENTS, MIAMI SHORES VILLAGE — Project engineer. Kimley-Horn is providing professional engineering services for the design and construction of a drainage collection system with water quality treatment measures for the residential neighborhood known as Shores Estates. Improvements consist of underground piping, a stormwater pump station, and an outfall connection to the adjacent canal system. Professional services include surveying, stormwater analysis, civil and electrical engineering design, landscaping and irrigation, permitting, coordinating with utility providers, preparing quantity calculations, and engineers estimates of probable costs. The construction phase services will include site visits, pay application review, responding to RFIs, and project closeout/certifications. Design challenges include natural topography that causes parts of the neighborhood roads to have elevations three feet lower than the high areas. The roadways regularly experience king tide flooding due to the low-lying elevations of the area. The project was part of a FEMA Hazard Mitigation Grant due to the heavy flooding occurring in the area.

SAGA BAY DRAINAGE IMPROVEMENTS, CUTLER BAY — Project engineer. The Town of Cutler Bay is experiencing flooding within the Saga Bay neighborhood. Kimley-Horn was retained to prepare and deliver design, and construction plans to improve stormwater management and improve stormwater quality within the project limits. The professional services associated with this project include design, permitting, bid document development, bidding assistance, and limited construction phase services. The proposed drainage improvements consist of exfiltration trench, manholes, catch basins, piping and roadway and swale restoration.

FORT LAUDERDALE EXECUTIVE AIRPORT (FXE) MASTER DRAINAGE/CONCEPTUAL ENVIRONMENTAL RESOURCES PERMIT (ERP) PROJECT, FORT LAUDERDALE — Project engineer. Prior to this project, FXE did not have an ERP for its property. Without an ERP, each development requires a standalone permit which does not allow for the overall benefit and development of the FXE property as a whole. The purpose of the ERP is to conceptually approve the design concepts of a phased development master plan for a surface water management system, so long as the general guidelines set forth in the ERP are upheld. The scope included pre-design services, existing utility coordination, stormwater modeling, schematic plans, conceptual design permit plans, and permitting.



KEVIN GERSZUNY, PE

CRITICAL INFRASTRUCTURE (UTILITIES)

RELEVANT EXPERIENCE

AVENTURA 36-INCH FORCE MAIN DESIGN, MIAMI-DADE WATER AND SEWER DEPARTMENT (WASD), NORTH MIAMI BEACH

Project engineer. Kimley-Horn was selected by the Miami-Dade Water and Sewer Department (WASD) for the design and preparation of bid documents for approximately 3.21 miles (16,929 feet) of 36-inch diameter force main including four 24-inch diameter force main connections to the existing force main. Trenchless construction methods will be designed of major roadways/canals, aerial crossings, air release valves, manhole access points and isolation plug valves along the corridor. Four micro tunnels will be used to cross railroad owned by FEC. Two canal crossings will be designed one via horizontal drill (HDD) and the other via an aerial crossing.

TROPIC ISLES ROADWAY UNDERGROUND UTILITY IMPROVEMENTS, DELRAY BEACH

Project engineer. As part of infrastructure improvements for the Tropic Isle Neighborhood Area, Kimley-Horn was retained to provide engineering services for sanitary sewer, water main, stormwater management, roadway paving and lighting improvements with potential conversion of overhead utilities to underground. The area includes a total of approximately 5.75 miles of roadways.

PELICAN WELL DESIGN AND WTP ASSESSMENT, MICCO

Project manager. Kimley-Horn is providing comprehensive services for the Raw Water Well Improvements project, including a feasibility study, design, permitting, bid phase assistance, and limited construction phase services. The feasibility study assesses potential locations and sources for a replacement raw water well, considering water quality, yield, construction costs, and regulatory feasibility. Based on the study's findings, Kimley-Horn prepares detailed construction plans and technical specifications for the well, including pumps, piping, electrical, and control systems. The permitting process involves submitting necessary modifications to relevant authorities and responding to their comments. During the bid phase, Kimley-Horn assists with preparing and advertising bid packages, attending pre-bid meetings, and responding to contractor inquiries. Limited construction phase services include site visits to observe progress, review shop drawings, and assist with project close-out, ensuring the project meets all contractual and regulatory requirements. Additionally, Kimley-Horn conducts a condition assessment of the existing water treatment plant, identifies deficiencies, recommends improvements, and provides contingency services for unforeseen project needs.

COTTAGE GROVE WTP DESIGN, PERMITTING AND BID PHASE, MIAMI — Project engineer. Kimley-Horn provided comprehensive engineering and consulting services for the Cottage Grove development in Miami Dade County, Florida. Their scope included preparing a Conceptual Water Treatment Plant Technical Memorandum, designing wellfield improvements, treatment processes, post-treatment systems, chemical systems, high service pumping units, and yard piping. They also handled electrical and I/C design, structural design, preparation of bid documents, and permitting. Additionally, Kimley-Horn managed project coordination, planning, scheduling, and provided opinions of probable construction costs throughout the project. Their efforts ensured the development met all necessary potable and sanitary service requirements.

PROFESSIONAL CREDENTIALS

- » Bachelor, Mechanical Engineering, University of Florida, 2017
- » Professional Engineer, 93169, FL

SPECIAL QUALIFICATIONS

- » Has eight years of experience involving wastewater and utility engineering projects
- » Provided BioWin and hydraulic modeling on several key teams for projects on Florida's Gulf Coast
- » Proficiency with AutoCAD, SewerGEMS, WaterCAD, BioWin, GIS, and Revit softwares



LEONTE ALMONTE, PE

CRITICAL INFRASTRUCTURE (ROADWAY)

RELEVANT EXPERIENCE

LLOYD ESTATES STREETScape AND DRAINAGE IMPROVEMENTS, OAKLAND PARK

Design engineer. Kimley-Horn provided professional engineering services for the design and construction of the Lloyd Estates Residential and Industrial Area Drainage Project. The project involves phased drainage and water distribution system improvements consisting of the construction of a stormwater collection system with water quality treatment measures and possible upgraded outfalls, as well as replacement of select existing water mains within the project area. The professional services include surveying, stormwater analysis, civil and electrical engineering design, landscaping and irrigation, permitting, coordinating with utility providers for adjustments and or relocations, preparing quantity calculations, and engineer's estimates of probable costs.

PEDESTRIAN BRIDGE DESIGN AND ROADWAY IMPROVEMENTS (NW 175TH STREET AND NW 42ND AVENUE), MIAMI GARDENS —

Design engineer on of the Kimley-Horn team selected by the City of Miami Gardens for the design of a new pedestrian bridge. The purpose of this project was to provide pedestrian access along the north side of NW 17th Street and NW 173rd Drive across a Miami-Dade County canal between NW 42nd Avenue and NW 42nd Court. The current bridge is two lanes with a raised pedestrian sidewalk along the north side. Our team provided structural engineering services, including bridge evaluation, rehabilitation, and design.

MOWRY DRIVE ROADWAY IMPROVEMENTS, HOMESTEAD — Project engineer for the new construction and widening of Mowry Drive (SW 320th Street) from SW 157th Avenue to SW 152nd Avenue. The existing roadway consisted of a one-lane paved road and was proposed to be converted to a four-lane divided urban section with bike lanes on both sides. The project included design and preparation of roadway, drainage, signing and marking, lighting, water main extension, landscaping and irrigation plans. As part of the project, environmental and drainage permits were obtained from SFWMD, RER and USACE. Served as construction supervisor during construction.

DOWNTOWN PHASE I AND II, AND LAKE PATRICIA ROADWAY DRAINAGE IMPROVEMENT PROJECTS, MIAMI LAKES —

Project engineer. Kimley-Horn was involved with the design and permitting services to implement a large roadway and drainage improvement project located in Downtown Miami Lakes. The project area consisted of Bull Run Road from NW 67th Avenue south to Ludlum Road and Miami Lakeway North from NW 67th Avenue to Miami Lakeway Drive. It also included Main Street and Meadow Walk from Bull Run to Miami Lakeway North. The capital project included approximately one mile of roadway restoration/ resurfacing and drainage improvements in residential/business areas, curbing and sidewalk improvements, a new outfall pipe, swale restoration, signing and pavement markings, and site restoration. The drainage improvements consisted of approximately 3,000 linear feet of exfiltration trench, approximately 2,500 linear feet of HDPE piping, approximately 40 drainage structures and one outfall structure and headwall. Kimley-Horn also provided construction phase services to expedite the project, confirm the project was built in accordance with the design plans, and to minimize impacts to the community during construction.

PROFESSIONAL CREDENTIALS

- » Master, Transportation Engineering, Florida International University, 2006
- » Bachelor, Civil Engineering, Pontificia Universidad Catolica Madre y Maest, 2002
- » Professional Engineer, 70822, FL
- » American Society of Civil Engineers (ASCE)
- » Society of Hispanic Professional Engineers
- » Institute of Transportation Engineers (ITE)

SPECIAL QUALIFICATIONS

- » Has 23 years of roadway design experience
Specializes in roadway design, drainage design, signing and pavement marking, signalization, and advanced traffic management system design
- » Proficient in MicroStation, Geopak, Primavera P6, ArcGIS, AUTOTurn, Real Cost, MS Project, AASHTO Pavement ME



LAURA WITTENBAUER

GRANT MANAGEMENT

RELEVANT EXPERIENCE

GRANT SERVICES, LONGBOAT KEY — Laura consulted with the Town to plan and strategize the grant application key messages, timelines, and collaborated with appropriate stakeholders to obtain signatures, data, forms, and other relevant information. Our team located, identified, researched, collected, and analyzed data as set forth in the grant application guidelines and develop language for both the grant application narratives and data including charts, tables, photographs, and diagrams to illustrate data. During the available question and answer periods, Laura communicated with grant agencies for clarification. After reviewing the draft documents with the Town, the grant applications were assembled and provided to the Town for submittal. The grants are currently under review and Kimley-Horn responded to three (3) requests for additional information from the Florida Division of Emergency Management (FDEM) regarding the three HMGP applications.

BOYNTON BEACH HIGH RIDGE TOD RAISE GRANT, BOYNTON BEACH — Grant specialist. Kimley-Horn provided grant writing services for a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant to conduct extensive feasibility studies for a Transit Oriented Development (TOD) for the High Ridge neighborhood. TODs are designed to connect people, traffic, and other activities around a transit station or transit hub. The High Ridge area of Boynton Beach is nestled around I-95 and Gateway Boulevard. The specific boundary of what the High Ridge TOD should include will be identified through the completion of multiple land use, transportation, and economic development studies and analyses.

HEART OF BOYNTON UTILITY RETROFIT FEMA BRIC GRANT PROJECT, BOYNTON BEACH — Grant specialist. Prepared a FEMA Building Resilient Communities and Infrastructure General Infrastructure (BRIC) Grant application on behalf of the City of Boynton Beach for infrastructure improvements to the Heart of Boynton neighborhood. The funds will be used for critical upgrades to an underserved population by improving water, wastewater, and stormwater components with roadway improvements in the areas disturbed by the mitigation activities. Kimley-Horn counseled the client, prepared the draft application, coordinated with other City consultants, and responded to the requests for additional information from the State of Florida Division of Emergency Management (FDEM). The City requested \$29,399,534 in Federal funding and will provide a local match of \$12,599,801 (30%) of the total \$41,999,335 project cost.

CFP GRANT PREPARATION, ARCHER — Grant specialist. Kimley-Horn prepared a Florida Department of Economic Opportunity (DEO) Competitive Florida Partnership Program Grant application for the City of Archer, Florida for the FY 2022-23 Grant Funding Period. DEO has been allocated funding by the Florida Legislature to assist local governments pursuing asset-based economic development and community resiliency through innovative planning and development strategies

PROFESSIONAL CREDENTIALS

- » Master, Business Administration, University of Phoenix, 2004
- » Bachelor, Social Work, Florida State University, 1995

SPECIAL QUALIFICATIONS

- » Over two decades of grant writing and grant administration experience
- » Prior to joining Kimley-Horn, worked as a senior process analyst for the City of Sarasota where she identified relevant grant opportunities, completed grant applications, and provided grant administration through closeout and audit (excess of \$27 million in funding)
- » Also served as a grant consultant in the private sector providing grant-related services from application through award
- » Has experience ensuring that grant accounting and financial reporting is consistent with governmental accounting standards and federal regulations regarding compliance



MACY FALCON, AICP

GRANT MANAGEMENT; PERIL OF FLOOD COMPLIANCE

RELEVANT EXPERIENCE

SARASOTA-MANATEE METROPOLITAN PLANNING ORGANIZATION LONG-RANGE TRANSPORTATION PLAN RESILIENCY/VULNERABILITY ASSESSMENT, SARASOTA

Project planner developing a resiliency plan that includes a regionally-focused vulnerability and risk assessment and project identification and prioritization process. Infrastructure vulnerability to acute shocks and chronic stressors was assessed to inform incorporating risk into the MPO's project prioritization process. Cost-effective strategies to mitigate risk associated with hazards to transportation infrastructure were also identified. The study's recommended projects and action items will integrate resiliency planning with transportation planning and decision making.

AVENIDA MENENDEZ SEAWALL FLOOD BARRIER PHASE 1, ST. AUGUSTINE

Grant assistance. Kimley-Horn is completing the planning, permitting, design, development of bid documents and bidding services for the reinforcement, replacement and installation of a seawall with appropriate tidal backflow prevention to achieve a continuous elevation and a level of protection against a 100-year storm event.

CRS SUPPORT SERVICES, PINECREST — Project manager. Kimley-Horn is working with the Village to provide floodplain management and Community Rating System support to implement their CRS program. Communities that participate in the CRS program receive discounts on flood insurance premiums for residents. Technical assistance includes floodplain management planning, mapping services, stormwater management support, annual recertification visit support, etc.

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) PUBLIC ASSISTANCE (PA), FLORIDA DIVISION OF EMERGENCY MANAGEMENT (FDEM) — Project planner. The Public Assistance Grant Program supports communities' recovery from major disasters by providing grant assistance for debris removal, life-saving emergency protective measures, and restoring public infrastructure. Kimley-Horn provides program administration support services to the Recovery Bureau at FDEM to implement the FEMA Public Assistance Grant Program for Hurricane Irma. On behalf of FDEM, Kimley-Horn works directly with local communities to validate project worksheets, collect supporting documentation, develop quarterly reports, approve requests for reimbursement, and conduct project close out.

FLORIDA TRANSPORTATION PLAN RESILIENCE SUBCOMMITTEE, FDOT OFFICE OF POLICY PLANNING, FDOT CENTRAL OFFICE — Project planner that provided support developing meeting materials, facilitating working group meetings, and preparing a subcommittee report. The Resilience Subcommittee was created to help guide the FTP regarding the growing need to understand, prepare for, respond to, and recover from disrupting events and trends. Natural hazard events, cyberattacks, and other events can have significant and unexpected impacts on Florida's communities, environment, and economy. Simultaneously, trends such as sea level rise and global economic shifts can lead to growing challenges. The Resilience Subcommittee, in coordination with the FTP Steering Committee, developed resilience strategies that support one or more FTP goals.

PROFESSIONAL CREDENTIALS

- » Masters, Urban and Regional Planning, Florida State University, 2015
- » Bachelors, Environmental Geography, Florida State University, 2013
- » American Institute of Certified Planners, 31549
- » Cert Floodplain Mgr, US-15-08700
- » American Planning Association (APA)

SPECIAL QUALIFICATIONS

- » Has ten years of planning experience in data management, technical analysis, grant application and management, and floodplain management
- » Experienced in hazard mitigation and resiliency plan development, grant writing and management, floodplain management practice and outreach, resiliency assessment, loss avoidance reporting, and benefit-cost analysis



JOE CROZIER, AICP

GRANT MANAGEMENT

RELEVANT EXPERIENCE

GRANTS COORDINATION AND TECHNICAL SUPPORT SERVICES, STATEWIDE PLANNING CONSULTANT, FDOT CENTRAL OFFICE OF POLICY PLANNING, TALLAHASSEE — Project manager. Kimley-Horn is providing federal discretionary grant support services, leading this statewide program for FDOT. The Kimley-Horn team has overseen the development and submission of 20+ federal grants, winning nearly \$50 million in two years. Assignments under contract include the development of federal grant application packages including benefit-cost analyses, narrative development, information compilation, and graphic design; support for Fall 2022 regional planning workshops including preparation, coordination, setup, materials, and facilitation; development of federal grant press releases and other materials for the FDOT Communications and PIO offices; development and support for federal grant coordination meetings for FDOT executive leadership and the FDOT grant review team; coordination with District staff for federal grant screening and development; maintenance and improvements to the FDOT Federal Grant SharePoint site; review of federal grant applications for consistency with state and federal requirements; and development of grant fact sheets and other materials.

FDOT ON-CALL STATEWIDE POLICY PLANNING, TALLAHASSEE — Project planner. The Florida Department of Transportation (FDOT) has developed the Resource Guide for Local Interchange Planning to support local governments with planning around interchanges along new or existing limited access or controlled access corridors. This resource can help local governments and other stakeholders to proactively ensure that growth within the vicinity of an interchange is consistent with community values as well as access management and design best practices.

FDOT CENTRAL OFFICE LANDSCAPE ARCHITECTURE AND SCENIC HIGHWAY SUPPORT SERVICES — Project manager. Kimley-Horn serves as the prime consultant on the Landscape Architecture and Scenic Highway Support Services Contract through FDOT Central Office. This contract includes ongoing administration and coordination support for the Florida Scenic Highways Program at the direction of the State Landscape Architect, with tasks that range from standards, policies, and procedures review, data collection, materials development, meeting and conference planning and coordination, and grant support, most notably for the National Scenic Byway Grant Program through the Federal Highway Administration (FHWA).

FLORIDA STATEWIDE AVIATION ECONOMIC IMPACT STUDY, FDOT CENTRAL OFFICE Project planner. This study provides the latest available information on the impact of the State's aviation industry on Florida's economy. The study will focus on factors that impact aviation economic activity such as employment, industry trends, air freight, and population. In addition, the overall role of aviation in supporting the state's economy is reported at the national, statewide, regional, and local levels. Airport brochures, a technical report, district reports, and outreach toolkit are developed as part of the project.

PROFESSIONAL CREDENTIALS

- » Master, Urban and Regional Planning, Florida State University, 2015
- » Bachelor, Environmental Geography, Florida State University, 2014
- » Amer Instit Cert Planners, 30894
- » American Planning Association (APA)

SPECIAL QUALIFICATIONS

- » National grant writing and administration expert, supporting clients to win over \$1.5 Billion
- » Known leader in public policy focused on the future trends of state and federal funding
- » Proven trainer who has conducted comprehensive, hands-on training for Public sector staff on applying for state and federal grants



ERIN EMMONS, GISP

GIS ANALYSIS/MAPPING

RELEVANT EXPERIENCE

MARTIN MPO RESILIENCY STUDY ON IMPACT TO TRANSPORTATION NETWORK,

MARTIN COUNTY — GIS specialist. The Martin Metropolitan Planning Organization (MPO) received funding through its Unified Planning Work Program to conduct a Transportation Network Resiliency Study. The intent of this task is to produce a study that provides a mechanism/methodology on how to consider resiliency in the transportation planning process and consider the additional cost associated with reducing vulnerability of the existing transportation infrastructure.

ORANGE CREEK AND RODMAN RESERVOIR WATERSHED MANAGEMENT PROGRAM

(WMP), MARION COUNTY — Project GIS specialist. The Orange Creek and Rodman Reservoir Watershed Management Program (WMP) covers more than 400 square miles of Marion County. The WMP was developed in accordance with Southwest Florida Water Management District (SWFWMD) guidance documents and the GWIS version 1.6 geodatabase schema. Work assignments included: project planning; coordinating with and reviewing work by subconsultants; identifying survey needs and coordinating with project surveyor to locate and collect data for more than 400 drainage structures; creating basin boundaries, links, and nodes utilizing ArcHydro tools; determining boundary and tailwater conditions; creating and parameterizing model features from as-built plans and County asset data; ICPR model development, verification, and calibration; floodplain mapping; floodplain review; and developing a floodplain analysis report.

CAPITAL CASCADES TRAIL, SEGMENTS 3 AND 4, BLUEPRINT 2000, TALLAHASSEE

GIS specialist. Kimley-Horn was selected to provide services relating to the design of this stormwater pollutant load and sediment abatement greenway, including effective community participation and consensus building; environmental evaluation, stormwater management, landscape, and park amenities that provide a unifying community concept; and greenway and trail connectivity improvements.

MULTIMODAL PLAN, LARGO — Project GIS specialist. The City of Largo's Multimodal Plan addressed implementation initiatives outlined in the City's Strategic Plan. The plan outlines a 25-year work program designed to guide funding and scheduling of multimodal improvements along the designated multimodal network of streets and trails. The plan identifies both near- and long-term planning horizons for projects and funding, requiring collaboration and partnerships with multiple stakeholders and agencies, including the Pinellas County Metropolitan Planning Organization, Pinellas County Public Works, Pinellas County Department of Health, and the Florida Department of Transportation.

EAR FOR COMPREHENSIVE PLANNING, WAKULLA COUNTY — Project GIS specialist. The Evaluation and Appraisal Report (EAR) is required every seven years by each local government to assess the progress of implementing said local government's comprehensive plan. Kimley-Horn completed Wakulla County's EAR, evaluating the County's comprehensive plan with regard to changes in state, regional, and local policies on planning and growth management, changing conditions and trends, and major issues regarding the community's achievement of its goals.

PROFESSIONAL CREDENTIALS

- » Bachelors, Urban and Regional Planning, Florida Atlantic University, 2006
- » Geo Info Systems Pro, 66559
- » Women's Transportation Seminar (WTS)

SPECIAL QUALIFICATIONS

- » Has 20 years of experience as a community planner, with a specialty focus in GIS, GPS mapping and data collection, data configuration, and database development for asset management
- » Project manager for GIS Enterprise/Portal and ArcGIS Online administration, development and implementation of web and mobile GIS based interactive applications, including Collector, Survey123, Story Maps and interactive public engagement applications and Dashboards



AMBER CRANE

GIS ANALYSIS/MAPPING

RELEVANT EXPERIENCE

GIS DATA CONVERSION, SURFSIDE — GIS specialist. Kimley-Horn assisted the Town with digitizing and reviewing their existing utility GIS files and as-builts for submittal to Miami-Dade County as part of an annual submittal requirement to DERM. The work included the conversion of available electronic CAD files and existing as-builts provided by the Town into GIS. Attribute information was updated using available survey data and detailed as-builts. The final deliverable consisted of a complete GIS database and map packages.

STRATEGIC PLAN ONLINE RESIDENT DASHBOARD, PINECREST — GIS specialist. Kimley-Horn assisted the Village of Pinecrest, Florida with the development of an online resident dashboard based on the Village's Strategic Plan. The Village's Strategic Plan included adopted goals, objectives, and target metrics for each Department and the online resident dashboard provided a way for residents, Village staff and Council, to review, visualize and track progress through the use of interactive maps, and dynamic charts and indicators reporting on real time information. The online website was developed leveraging the Village's existing Esri ArcGIS Online account, using Esri's ArcGIS Sites. In addition to reporting on community objectives, the public was also able to access information about their individual properties to obtain flood zone information, zoning and future land use designations, congressional and local representatives districts, as well as property appraiser information.

LIGHTING GIS SERVICES, FORT LAUDERDALE — GIS specialist. Kimley-Horn has been tasked with updating the existing streetlighting GIS database to reflect current conditions and improve planning future upgrades and/or potential energy savings. Kimley-Horn will develop a web-based application illustrating the streetlights within the City boundary sortable by type, ownership, and wattage, in an effort to improve the City's responsiveness to outages or requests.

DISTRICTWIDE LIGHTING INVENTORY DATA COLLECTION: CA306, FDOT DISTRICT SEVEN Task manager. Kimley-Horn was selected by the Department of Transportation to perform the collection and processing of highway lighting assets within FDOT District 7 right of way through collaboration with FDOT Central Office and the District 7 Maintenance Office. The project included the development of a custom field data collection application utilizing Esri Survey123 to collect key attributes identified by the Department for existing highway lighting assets. Specific Tasks included the development of data collection training materials and training for field crew specific to this project as well as coordination. meetings with the Department prior and during the collection of the assets.

GIS DATA CONVERSION, NORTH BAY VILLAGE — GIS specialist. Kimley-Horn assisted the Village with digitizing and reviewing their existing utility GIS files and as-builts for submittal to Miami-Dade County as part of an annual submittal requirement to DERM. The work included the conversion of available electronic CAD files and existing as-builts provided by the Village into GIS. Attribute information was updated using available survey data and detailed as-builts. The final deliverable consisted of a complete GIS database and map packages.

PROFESSIONAL CREDENTIALS

- » Bachelors, Geography, Florida State University, 2013
- » Advanced Certificate in Geographic Information System, Florida Atlantic University, 2013
- » Certificate in Geographic Information System, Florida Atlantic University, 2013
- » Certified Public Manager, Florida State University, 2021

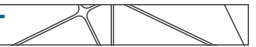
SPECIAL QUALIFICATIONS

- » Nearly a decade of Geographic Information System experience related to the planning and transportation industry, specializing in GPS mapping and data collection, data configuration, and database development for asset management
- » Project manager for GIS Enterprise/Portal and ArcGIS Online administration, development and implementation of web and mobile GIS-based interactive applications

6

PROJECT UNDERSTANDING, APPROACH AND AVAILABILITY





6. PROJECT UNDERSTANDING, APPROACH AND AVAILABILITY

The impacts of sea level rise and groundwater rise are becoming more frequent and more intense. There is an urgent need for Southeast Florida communities to prepare for future impacts that can threaten the economic competitiveness of the Town of Hillsboro Beach and the livelihood of its citizens.

The Kimley-Horn team understands the Town is seeking in-depth data on how to best adapt its most valuable critical assets to mitigate these negative impacts. A thoughtful, well-designed, and strategically guided comprehensive vulnerability assessment will help set the groundwork to:

- » Reduce the risk Hillsboro Beach residents face from coastal hazards and flooding
- » Preserve the Town's exclusive residential character and protect high-value properties
- » Help ensure long-term stability to maintain the Town's infrastructure, environmental assets, and residents' quality of life

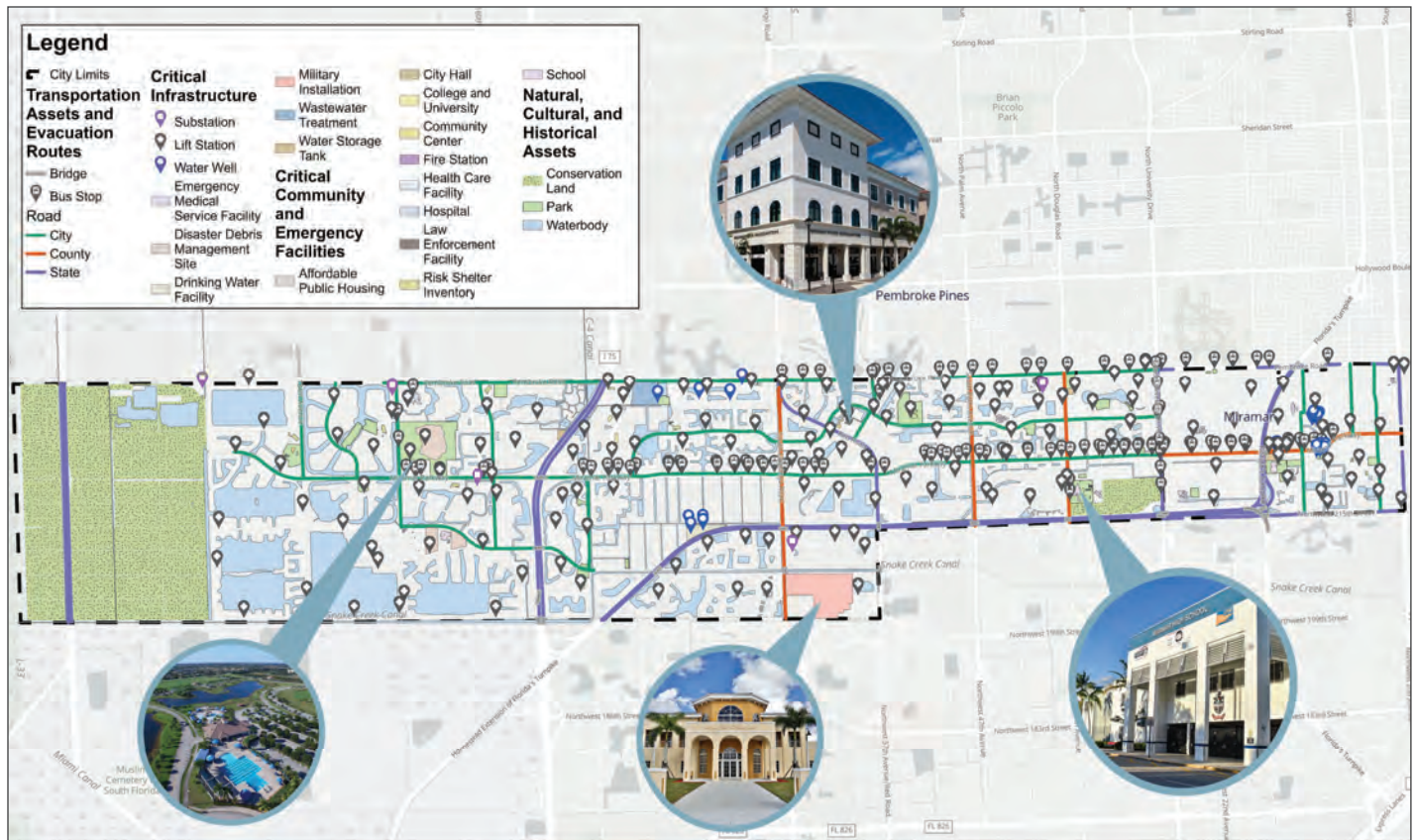
Planning collaboratively with impacted stakeholders will empower them to understand proposed recommendations, aid in the decision-making process, and advance the implementation of solutions that will benefit the community sooner.

Kimley-Horn will bring our lessons learned from similar vulnerability assessment and other resiliency planning projects with our clients, including your neighbors in Lighthouse Point, Weston, Miramar, North Miami Beach, Pembroke Park, and others to customize solutions to meet the needs of Hillsboro Beach. We have assembled a diverse team that specializes in delivering resilience plans compliant with Florida Statute 380.093. Our experience blends local and national expertise to deliver actionable plans that will optimize the Town's investment.

TASK 1: ACQUIRE BACKGROUND DATA

Kimley-Horn will review data provided by the Town to understand the quality of the data for use in our analysis, determining if additional datasets will be required. This will include a complete review of data, a data gap analysis to identify what additional information is needed, and additional data collection, as needed, to fill identified data gaps. In support of this task, Kimley-Horn will also collect the following published data:

- » NOAA 14 Atlas rainfall depths for 100-year and 500-year events, with consideration of storm intensification
- » Present and future conditions groundwater data from the Broward County
- » NOAA sea level rise (SLR) projections for intermediate and intermediate-low 2050 and 2080 projections for 2022
- » Tidal datums from NOAA tides and currents, including king tides
- » Latest FEMA flood maps
- » Evacuation routes and other transportation assets from Broward County, USGS National Map, FDOT, etc.
- » Location and details of critical infrastructures such as wastewater, drinking water, stormwater treatment facilities, communication facilities, and lift stations
- » Location and details of community and emergency facilities
- » Shapefile of Town limits
- » Building footprints and road centerlines



Example of Data Collection efforts from City of Miramar Vulnerability Assessment

TOWN TO PROVIDE (IF AVAILABLE)

- › Inventory of stormwater/water/wastewater assets
- › Shapefile of Town-maintained building (shelters/schools/hospitals, etc.) footprints and the finished floor elevation or as-built drawings, as available

DELIVERABLES

- › Technical memorandum summarizing the data collection results, including a dataset register listing the type/data source
- › Summary report to include recommendations to address the identified data gaps and actions taken to rectify the GIS and associated metadata files, if applicable

TASK 2 (A): EXPOSURE ANALYSIS

Based on the data and inventory collected, Kimley-Horn will screen critical assets of the Town for exposure to a variety of flood hazard scenarios. Variables considered to generate these flood hazard scenarios include:

- » Tidal flooding, including future high-tide flooding and the number of tidal flood days established by NOAA at a given tidal flood threshold
- » Sea level rise for the 2050 and 2080 intermediate-low and intermediate 2022 NOAA projections
- » 100-year and 500-year rainfall using NOAA Atlas 14
- » Current and future storm surge flooding
- » Compound flooding considering tidal, storm surge, and rainfall-based flooding

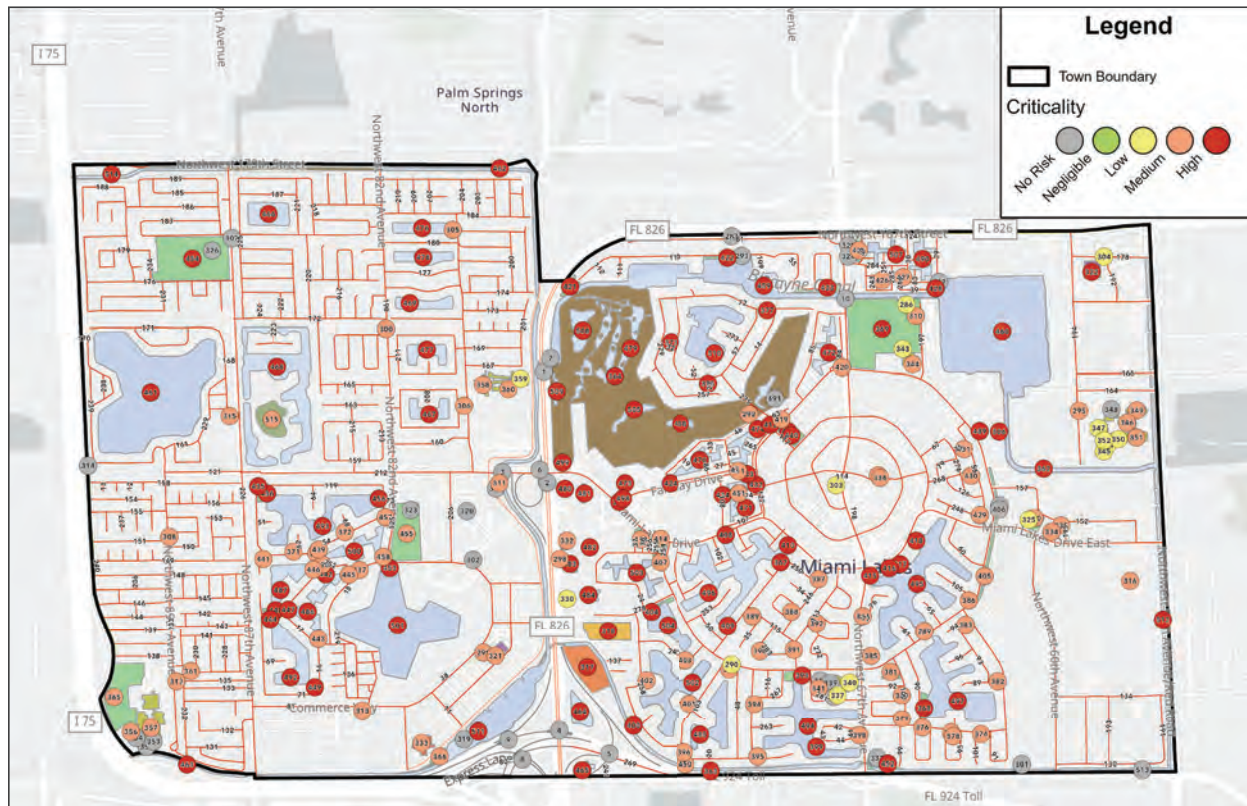
The exposure analysis will be performed using a variety of flood hazard modeling techniques. Available previous models developed by the Town, including any previously prepared stormwater master plan, will be considered as a primary flood hazard modeling source. In the absence of Town-wide modeling, GIS processing methods and two-dimensional hydraulic models, such as HEC-RAS, will be utilized. Dynamic hydraulic modeling methods such as two-dimensional hydraulic modeling are useful tools in identifying the ability for storm surge and King Tide events to propagate inland to the Town during an exposure scenario. Where necessary, the team has the expertise to review and, if necessary, revise regionally adopted Sea Level Affecting Marshes Model (SLAMM), Advanced CIRCulation (ADCIRC), SWMM, or ICPR models. The outcome of the exposure analysis will be a preliminary targeting of vulnerable areas, as reasonably defined by topography or exposure limits.

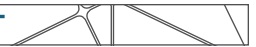


Example of Exposure Analysis deliverables from Town of Pembroke Park Vulnerability Assessment

DELIVERABLES

- » Summary of findings report
- » Tables listing each focus area with any critical assets that are contained inside the focus area
- » Maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study
- » GIS files and associated metadata





TASK 3: IDENTIFICATION OF FOCUS AREAS AND FINAL VULNERABILITY ASSESSMENT

Upon completion of the exposure and sensitivity analysis tasks, we will categorize the vulnerabilities in a meaningful way to establish a preliminary ranking of focus areas. These focus areas are typically determined by the depth and extent of flooding, impacts on the built environment (e.g. the disruption of services), and social indices. The preliminary grouping will be presented to the Town for feedback and prioritization. The final focus areas are delivered as a GIS shapefile, which will identify any critical assets within the defined boundaries. This approach allows for targeted adaptation strategies and implementation projects.

The focus areas serve as the foundation for devising adaptive measures and interventions. Examples of interventions are presented on the following page. Broadly, an effective adaptation and intervention strategy is grounded in several key principles:

- » Holistic, systems-based approach
- » Science-based
- » Sustainable
- » Adaptive
- » Probabilistic, time-based risk analysis
- » Phased implementation approach (aligned with environmental conditions and funding)

INTERVENTION	EXAMPLE		
Blue, Gray, and Green Infrastructure	Blue Regional stormwater facilities (credit systems) Integrated passive parks with water features	Gray Hardening or raising of infrastructure Adding storage/capacity Diverting flows	Green Living shorelines Bioswales, upflow filters Landscaping—green roofs, canopy coverage
Land-Use Planning	› Development of adaptation action areas › Identification of resilience overlay zones › Resilience Comprehensive Plan Chapter Peril of Flood Dual Use Transportation Systems › Building retrofits		
Disaster Planning	› Loss avoidance studies › Benefit-cost analyses (GIS-based)		
Asset Management	› Schema development/updates assigning condition codes and assigning remaining useful life		
Policy Updates	› Update of stormwater master plans (frequency-based—e.g., every five years), attenuation/treatment credits › Land development code updates		

TASK 4: PUBLIC OUTREACH

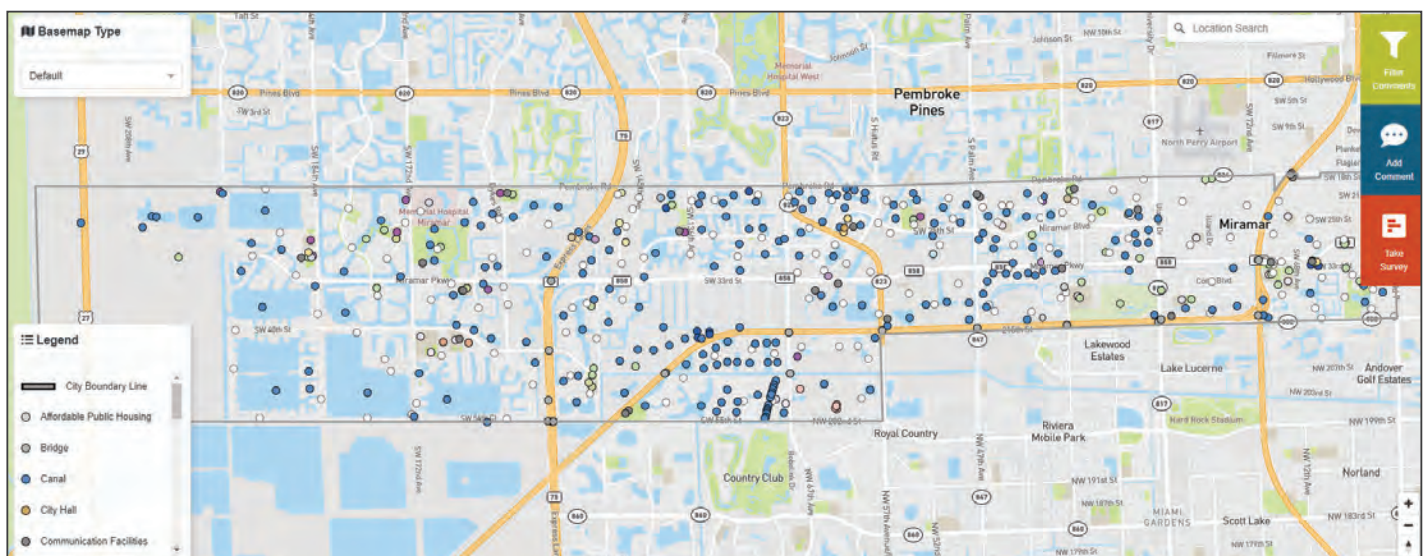
Kimley-Horn will work collaboratively to ensure that our approach is inclusive of the varying needs of the diverse communities within the study area. Many of these areas have been directly impacted and understand the need for strong resiliency planning. Based on the scope of work, we anticipate conducting at least two public meetings, as well as a presentation to the Town Commission.

The purpose of the first public outreach meeting is to engage the public during the initial data collection stages, allowing them to provide input on methodologies, critical assets important to the community, and data for analyzing potential sea level rise impacts and/or flooding. The second meeting will allow the public to offer community-specific feedback on the results of the analyses, after the sensitivity analysis has been completed. In this meeting, we will conduct exercises to encourage participants to prioritize focus areas of flooding and critical assets in preparation for the development of the focus areas. We will also establish criteria to guide the public's input in the selection of these focus areas. Our team aims to inform and engage stakeholders throughout the process, building trust with both stakeholders and the community. We will use a range of engagement tools to create a comprehensive process that includes participants of all ages, abilities, and access points. One example of these tools is *PublicCoordinate*, a Kimley-Horn-developed technology solution that enhances community engagement through an interactive, map-based platform.

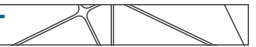
PublicCoordinate is an online community engagement tool that allows you to easily share project information with the public and gather community feedback in an accessible way. With *PublicCoordinate*, we can effectively communicate and collaborate with the public and collect valuable feedback during all project phases. The platform enables us to engage large, diverse audiences and streamline the public engagement process, ensuring that community members' voices are at the center of planning decisions. By using this tool, we will facilitate a more inclusive, transparent, and efficient public outreach process, ensuring all stakeholders have the opportunity to participate meaningfully in shaping the project. To ensure clarity and understanding, we will help ensure the content of our materials is presented so that participants can grasp these often-complex topics, regardless of their experience or educational background. We have learned through extensive experience to speak in plain language, as industry jargon can be confusing when addressing audiences unfamiliar with topics such as infrastructure and resiliency. To further ensure effective communication, we will present the material in a digestible format, combining our exposure and sensitivity tools for clear communication.

DELIVERABLES

- › Meeting agendas with location, date, and time
- › Meeting sign-in sheets
- › Copies of the meeting materials, invitations, and all social media notifications
- › Copy of the video or audio recording from the meetings (if applicable)
- › Summary report of meeting highlights, including attendee input and meeting outcomes



PublicCoordinate engagement tool developed for City of Miramar Vulnerability Assessment



GRANTS APPLICATION AND MANAGEMENT

This project needs to be guided by a responsible team who will maximize funding and help ensure grant requirements are met. Our experience with grants spans federal, state, and local grants, as well as other third-party funding opportunities such as legislative appropriations. Our project team brings specific experience with managing FDEP Resilient Florida planning grants associated with Vulnerability Assessments and similar planning activities. We bring a strong understanding of FDEP's procedures for obtaining task approvals on Vulnerability Assessments, resulting in quicker processing of the Town's reimbursement requests.

Administering grants provides us with the unique perspective of preparing successful grant applications. An added benefit of selecting Kimley-Horn is that we are a full-service, multidisciplinary design firm with in-house experts able to provide context and support documentation for any grant application the Town might pursue. Our grants team is experienced in developing and managing grants for federal and state programs, including the Florida Department of Environmental Protection (FDEP), Federal Emergency Management Assistance (FEMA), Department of Economic Opportunity (DEO), among others. Kimley-Horn promises to be a committed partner that will not only serve as an extension of Town staff but also as capable stewards of public funding.

TASK 5: LOCAL MITIGATION STRATEGY

Our team will leverage our strong working relationship with the Broward County LMS Working Group, built through our extensive experience in preparing Vulnerability Assessments across the county, to ensure seamless coordination throughout this task. We will carefully review the current LMS and identify proposed projects that align with the findings of the Vulnerability Assessment, allowing us to make targeted implementation recommendations that support both the Town's resilience goals and countywide mitigation priorities. By maintaining close collaboration with Broward County, we will ensure that our findings integrate directly into the existing LMS framework and provide a clear pathway for future mitigation actions.



To fulfill this task, we will submit a formal letter to the Broward County LMS Working Group, detailing how the Vulnerability Assessment Report will be incorporated into the next LMS Plan update. Specifically, we will ensure that the report is referenced in the next five-year update and included as an appendix to the revised LMS Plan. Our team's familiarity with Broward County's mitigation planning processes will allow us to effectively translate the Vulnerability Assessment's findings into actionable LMS updates, reinforcing the Town's resilience strategies within a broader, countywide context.

DELIVERABLES

The Consultant will submit a letter to the Town, Broward County LMS Working Group, and FDEM Mitigation Bureau Planning Unit, to include the following:

- › Vulnerability Assessment Report will be incorporated as a reference in updating the next iteration of the LMS Plan (i.e., utilized in the next five-year update).
- › Vulnerability Assessment Report will be included as an appendix to the next iteration of the LMS Plan

TASK 6: PERIL OF FLOOD COMPLIANCE

To ensure the Town's Comprehensive Plan aligns with Florida's Peril of Flood requirements as specified in §163.3178(2)(f), Florida Statutes, we will update the Coastal Management Element to incorporate a redevelopment component that addresses flood risks associated with high-tide events, storm surge, flash floods, stormwater runoff, and sea-level rise. This component will outline development and redevelopment principles, strategies, and engineering solutions aimed at reducing flood risks in coastal areas. It will also encourage best practices that facilitate the removal of properties from FEMA-designated flood zones, identify site development techniques to minimize flood-related losses, ensure consistency with or exceedance of Florida Building Code's flood-resistant construction requirements, mandate compliance with Chapter 161 for construction seaward of coastal construction control lines, and promote participation in FEMA's Community Rating System to achieve flood insurance premium discounts for residents.

DELIVERABLES

- › A draft comprehensive plan coastal management element language in strike-through and underlined format that satisfies the Peril of Flood requirements in paragraph 163.3178(2)(f), F.S.

PROJECT MEETINGS

KICKOFF MEETING

Kimley-Horn will host a kickoff meeting with the Town of Hillsboro Beach to introduce team members, discuss the scope of work, establish the lines of communication, and confirm the flow of information. We will also use the meeting to discuss the need for stakeholder coordination to build on the Town's previous efforts.

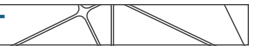
MONTHLY MEETINGS

Kimley-Horn will work with the Town to schedule a recurring monthly progress meeting. These meetings are intended to ensure regular communication among the project team, provide updates on the status of the study, convey the status of FDEP reviews, and communicate feedback. An agenda will be prepared ahead of the meeting and shared with all team members who will be participating in the meeting. Depending on the tasks being completed, it may be beneficial to include additional team members or stakeholders in the monthly meeting. Kimley-Horn will work with the Town to identify these needs early, ensuring the most appropriate team members are included to effectively discuss the project and current tasks.



DELIVERABLES

- › Meeting agendas; sign-in sheet with location, date, and time; copy of presentations; and meeting highlights

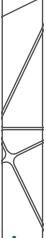


FAMILIARITY WITH AND DEMONSTRATED UNDERSTANDING OF THE TOWN'S GEOGRAPHY AND LAND USE

Hillsboro Beach, known as “Florida’s Magnificent Mile,” is a uniquely positioned barrier island community in Broward County. Your Town is uniquely defined by its narrow landmass, single roadway access, and direct exposure to both the Atlantic Ocean and the Intracoastal Waterway. This exclusive stretch of coastal property, including Hillsboro Mile’s luxury waterfront estates and boutique condominiums, faces increasing threats from sea level rise, storm surge, and coastal erosion. With State Road A1A serving as the town’s only evacuation route, its susceptibility to flooding poses a significant long-term challenge, particularly as extreme weather events become more frequent and severe. The Town’s relatively low elevation and proximity to the Hillsboro Inlet further heighten its exposure to rising tides, erosion, and hurricane-driven flooding, all of which could impact both public infrastructure and private properties in the years ahead.

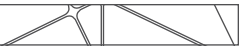
Hillsboro Beach’s land use patterns and natural coastal buffers, including its private beachfront and protective dune systems, provide some level of defense against storm surge and erosion; however, these features are increasingly at risk due to rising sea levels and the loss of natural sediment replenishment. As tides creep higher, the delicate balance between beachfront preservation and property protection will become more difficult to maintain, especially given the lack of large-scale seawalls or other hardened coastal defenses along the Town’s oceanfront. On the Intracoastal side, high tides and king tide flooding already threaten seawalls and dock structures, a trend that will accelerate as rising tide levels continue to put pressure on aging infrastructure. Without proactive measures, the Town’s exclusive, low-density character and reliance on limited access points will make it increasingly vulnerable to the growing challenges posed by a changing climate.





Project Schedule

TASK	May 2025				June 2025				July 2025				August 2025				September 2025				October 2025				November 2025				December 2025				January 2026				February 2026				March 2026											
	4/28	5/5	5/12	5/19	5/26	6/2	6/9	6/16	6/23	6/30	7/7	7/14	7/21	7/28	8/4	8/11	8/18	8/25	9/1	9/8	9/15	9/22	9/29	10/6	10/13	10/20	10/27	11/3	11/10	11/17	11/24	12/1	12/8	12/15	12/22	12/29	1/5	1/12	1/19	1/26	2/2	2/9	2/16	2/23	3/2	3/9	3/16	3/23	3/30			
Notice to Proceed																																																				
Kickoff Meeting																																																				
Public Outreach Meeting																																																				
Acquire Background Data																																																				
Exposure Analysis																																																				
Sensitivity Analysis																																																				
Public Presentation																																																				
Local Mitigation Strategy																																																				
Peril of Flood Compliance																																																				
Final Vulnerability Assessment Report, Maps, and Tables																																																				



Current Workload

Kimley-Horn employs an intensive forecasting technique known as “Castaheads” that monitors staff workload. This effort involves assessing our project milestones and staff loading on a weekly, monthly, and six-month basis, drilling down to the project team level. Individual staff member loading is assessed to the person level in the one-week and one-month time frames and the operating unit level in the six-month time frame. A database is used to track all project commitments/milestones and staff commitments firmwide. Using this intensive process, we can identify overloads and shortfalls many months in advance and develop strategies to overcome them. Having a clear picture of staff workload at all times, Kimley-Horn will be optimally positioned to meet the Town’s expectations on this project.

After reviewing our current Castaheads, we can assure you that the Kimley-Horn team members selected for this team are available to serve you and are in an excellent position to handle the workload required to complete the scope of services outlined in the RFQ.



7

PAST PERFORMANCE - REFERENCES



EXHIBIT II - PERFORMANCE EVALUATION

TOWN OF HILLSBORO BEACH CONSULTANT/ CONTRACTOR PERFORMANCE EVALUATION

Instructions: May you please provide reference information as requested below. Your prompt attention is appreciated. Include all information associated with our performance to your agency for Kimley-Horn and Associates, Inc. and apply a performance rating. Definitions are provided below.

Agency Name: City of Lighthouse Point	Please return the completed Performance Evaluation to procurement@townofhillsborobeach.com Name: Jennifer Oh Email: joh@lighthousepoint.com
Date: March 10, 2025	

DEFINITIONS OF PERFORMANCE RATINGS

<u>EXCEPTIONAL</u>	<u>SATISFACTORY</u>	<u>UNSATISFACTORY</u>	<u>N/A</u>	<u>INSUFFICIENT INFORMATION TO RATE</u>
Exceeds contractual requirements. The actions taken by the vendor met the contractual requirements and the scopes of services were accomplished.	Meets contractual requirements. The actions taken by the vendor were Satisfactory.	Does not meet contractual requirements, and recovery is not likely in a timely manner. The vendor's corrective actions appear or were ineffective.	Not Applicable	There is not sufficient information to rate performance.

PERFORMANCE RATING		COMMENTS <i>(Attach additional sheets if necessary)</i>
Work performed in compliance with contract terms.	☒ Exceptional ☐ Satisfactory ☐ Unsatisfactory ☐ N/A ☐ Insufficient info.to rate	
Materials, supplies and equipment provided as specified and required?	☒ Exceptional ☐ Satisfactory ☐ Unsatisfactory ☐ N/A ☐ Insufficient info. to rate	
Staff availability	☒ Exceptional ☐ Satisfactory ☐ Unsatisfactory ☐ N/A ☐ Insufficient info.to rate	
Timeliness of work and completion of project.	☒ Exceptional ☐ Satisfactory ☐ Unsatisfactory ☐ N/A ☐ Insufficient info. to rate	

PERFORMANCE RATING		COMMENTS <i>(Attach additional sheets if necessary)</i>
Staff professionalism	☒ Exceptional ☐ Satisfactory ☐ Unsatisfactory ☐ N/A ☐ Insufficient info.to rate	
Customer service	☒ Exceptional ☐ Satisfactory ☐ Unsatisfactory ☐ N/A ☐ Insufficient info. to rate	
Quality of work	☒ Exceptional ☐ Satisfactory ☐ Unsatisfactory ☐ N/A ☐ Insufficient info. to rate	
Communication and Accessibility	☒ Exceptional ☐ Satisfactory ☐ Unsatisfactory ☐ N/A ☐ Insufficient info. to rate	
Prompt and effective correction of situations and conditions	☒ Exceptional ☐ Satisfactory ☐ Unsatisfactory ☐ N/A ☐ Insufficient info. to rate	
Documentation records, receipts, invoices and computer generated reports received in a timely manner and in compliance with contract specifications	☒ Exceptional ☐ Satisfactory ☐ Unsatisfactory ☐ N/A ☐ Insufficient info. to rate	
Would you recommend using this firm again?	☒ Yes ☐ No	(Explain)

OVERALL PERFORMANCE

☒ Exceptional
☐ Satisfactory
☐ Unsatisfactory

Name: Jennifer Oh

Title: Executive Services Administrator

Signature: Jennifer M. Oh

Date: 3/11/2025

EXHIBIT II - PERFORMANCE EVALUATION

TOWN OF HILLSBORO BEACH CONSULTANT/ CONTRACTOR PERFORMANCE EVALUATION

Instructions: May you please provide reference information as requested below. Your prompt attention is appreciated. Include all information associated with our performance to your agency for Kimley-Horn and Associates, Inc. and apply a performance rating. Definitions are provided below.

Agency Name: Town of Cutler Bay	Please return the completed Performance Evaluation to procurement@townofhillsborobeach.com Name: Alfredo Quintero Jr.
Date: March 12, 2025	Email: aquintero@cutlerbay-fl.gov

DEFINITIONS OF PERFORMANCE RATINGS

<u>EXCEPTIONAL</u>	<u>SATISFACTORY</u>	<u>UNSATISFACTORY</u>	<u>N/A</u>	<u>INSUFFICIENT INFORMATION TO RATE</u>
Exceeds contractual requirements. The actions taken by the vendor met the contractual requirements and the scopes of services were accomplished.	Meets contractual requirements. The actions taken by the vendor were Satisfactory.	Does not meet contractual requirements, and recovery is not likely in a timely manner. The vendor's corrective actions appear or were ineffective.	Not Applicable	There is not sufficient information to rate performance.

PERFORMANCE RATING		COMMENTS <i>(Attach additional sheets if necessary)</i>
Work performed in compliance with contract terms.	☒ Exceptional ☐ Satisfactory ☐ Unsatisfactory ☐ N/A ☐ Insufficient info.to rate	Very Responsive and Responsible Consultant
Materials, supplies and equipment provided as specified and required?	☒ Exceptional ☐ Satisfactory ☐ Unsatisfactory ☐ N/A ☐ Insufficient info. to rate	Very Responsive and Responsible Consultant
Staff availability	☒ Exceptional ☐ Satisfactory ☐ Unsatisfactory ☐ N/A ☐ Insufficient info.to rate	Very Responsive and Responsible Consultant
Timeliness of work and completion of project.	☒ Exceptional ☐ Satisfactory ☐ Unsatisfactory ☐ N/A ☐ Insufficient info. to rate	Very Responsive and Responsible Consultant

PERFORMANCE RATING		COMMENTS <i>(Attach additional sheets if necessary)</i>
Staff professionalism	☒ Exceptional ☐ Satisfactory ☐ Unsatisfactory ☐ N/A ☐ Insufficient info.to rate	Very Responsive and Responsible Consultant
Customer service	☒ Exceptional ☐ Satisfactory ☐ Unsatisfactory ☐ N/A ☐ Insufficient info. to rate	Very Responsive and Responsible Consultant
Quality of work	☒ Exceptional ☐ Satisfactory ☐ Unsatisfactory ☐ N/A ☐ Insufficient info. to rate	Very Responsive and Responsible Consultant
Communication and Accessibility	☒ Exceptional ☐ Satisfactory ☐ Unsatisfactory ☐ N/A ☐ Insufficient info. to rate	Very Responsive and Responsible Consultant
Prompt and effective correction of situations and conditions	☒ Exceptional ☐ Satisfactory ☐ Unsatisfactory ☐ N/A ☐ Insufficient info. to rate	Very Responsive and Responsible Consultant
Documentation records, receipts, invoices and computer generated reports received in a timely manner and in compliance with contract specifications	☒ Exceptional ☐ Satisfactory ☐ Unsatisfactory ☐ N/A ☐ Insufficient info. to rate	Very Responsive and Responsible Consultant
Would you recommend using this firm again?	☒ Yes ☐ No	(Explain)

**OVERALL
PERFORMANCE**

- ☒ Exceptional
☐ Satisfactory
☐ Unsatisfactory

Name: Alfredo Quintero Jr.

Signature: Alfredo Quintero Jr. Digitally signed by Alfredo Quintero Jr.
Date: 2025.03.12 08:51:29 -04'00'

Title: Director of Public Works

Date: 3/12/2025

EXHIBIT II - PERFORMANCE EVALUATION

TOWN OF HILLSBORO BEACH CONSULTANT/ CONTRACTOR PERFORMANCE EVALUATION

Instructions: May you please provide reference information as requested below. Your prompt attention is appreciated. Include all information associated with our performance to your agency for Kimley-Horn and Associates, Inc and apply a performance rating. Definitions are provided below.

Agency Name:
Town of Pembroke Park

Please return the completed Performance Evaluation to
procurement@townofhillsborobeach.com

Name: Stanley Merantus, MSCE

Date:
March 10, 2025

Email: smerantus@tppfl.gov

DEFINITIONS OF PERFORMANCE RATINGS

<u>EXCEPTIONAL</u>	<u>SATISFACTORY</u>	<u>UNSATISFACTORY</u>	<u>N/A</u>	<u>INSUFFICIENT INFORMATION TO RATE</u>
Exceeds contractual requirements. The actions taken by the vendor met the contractual requirements and the scopes of services were accomplished.	Meets contractual requirements. The actions taken by the vendor were Satisfactory.	Does not meet contractual requirements, and recovery is not likely in a timely manner. The vendor's corrective actions appear or were ineffective.	Not Applicable	There is not sufficient information to rate performance.

PERFORMANCE RATING		COMMENTS <i>(Attach additional sheets if necessary)</i>
Work performed in compliance with contract terms.	☒ Exceptional ☐ Satisfactory ☐ Unsatisfactory ☐ N/A ☐ Insufficient info.to rate	
Materials, supplies and equipment provided as specified and required?	☒ Exceptional ☐ Satisfactory ☐ Unsatisfactory ☐ N/A ☐ Insufficient info. to rate	
Staff availability	☒ Exceptional ☐ Satisfactory ☐ Unsatisfactory ☐ N/A ☐ Insufficient info.to rate	
Timeliness of work and completion of project.	☒ Exceptional ☐ Satisfactory ☐ Unsatisfactory ☐ N/A ☐ Insufficient info. to rate	

PERFORMANCE RATING		COMMENTS (Attach additional sheets if necessary)
Staff professionalism	☒ Exceptional ☐ Satisfactory ☐ Unsatisfactory ☐ N/A ☐ Insufficient info. to rate	
Customer service	☒ Exceptional ☐ Satisfactory ☐ Unsatisfactory ☐ N/A ☐ Insufficient info. to rate	
Quality of work	☒ Exceptional ☐ Satisfactory ☐ Unsatisfactory ☐ N/A ☐ Insufficient info. to rate	
Communication and Accessibility	☒ Exceptional ☐ Satisfactory ☐ Unsatisfactory ☐ N/A ☐ Insufficient info. to rate	
Prompt and effective correction of situations and conditions	☒ Exceptional ☐ Satisfactory ☐ Unsatisfactory ☐ N/A ☐ Insufficient info. to rate	
Documentation records, receipts, invoices and computer generated reports received in a timely manner and in compliance with contract specifications	☒ Exceptional ☐ Satisfactory ☐ Unsatisfactory ☐ N/A ☐ Insufficient info. to rate	
Would you recommend using this firm again?	☒ Yes ☐ No	(Explain)

**OVERALL
PERFORMANCE**

- ☒ Exceptional
☐ Satisfactory
☐ Unsatisfactory

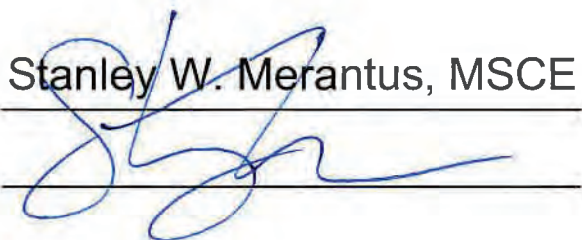
Name:

Stanley W. Merantus, MSCE

Title:

Public Services Director

Signature:



Date:

3/10/2025

8

INSURANCE AND GUARANTEES





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Ins. Center/Greyling 3780 Mansell Rd. Suite 370 Alpharetta GA 30022		CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 7702207699 E-MAIL ADDRESS: greylingcerts@greyling.com		FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : National Union Fire Ins Co of Pittsburg		19445
		INSURER B : Allied World Assurance Co (U.S.) Inc.		19489
		INSURER C : New Hampshire Insurance Company		23841
		INSURER D : Lloyd's of London		85202
		INSURER E :		
		INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 2080884375**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:			GL5268169	4/1/2024	4/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CA4489663 (AOS) CA2970071 (MA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			03127930	4/1/2024	4/1/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	WC015893685 (AOS) WC015893686 (CA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
D	Professional Liability			B0146LDUSA2404949	4/1/2024	4/1/2025	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage

CERTIFICATE HOLDER**CANCELLATION**

Sample Certificate

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

9

REQUIRED FORMS AND ACKNOWLEDGMENTS



SOLICITATION RESPONSE FORM**Town of Hillsboro Beach RFQ 2025-02-01
Comprehensive Vulnerability Assessment**

Date Submitted	March 17, 2025
Company Name	Kimley-Horn and Associates, Inc.
Date of Entity Formation	February 10, 1967
Entity Type (select one)	Corporation / Partnership / LLC / Other:
Corporate Address	421 Fayetteville Street, Suite 600, Raleigh, NC 27601
Office Location	8201 Peters Road, Suite 2200, Plantation, FL 33324
FEI/EIN No.	56-0885615
Authorized Representative (Name and Title)	Stefano Viola, PE, Vice President

1. The undersigned proposer agrees, if this Bid is accepted by the Town, to enter into an agreement with the Town of Hillsboro Beach to perform and furnish all goods and/or services as specified or indicated in the Contract for the Price and within the timeframe indicated in this proposal and in accordance with the terms and conditions of the Contract.
2. Proposer/Proposer accepts all of the terms and conditions of the Solicitation, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 180 days after the day of Bid opening. Bidder/Proposer agrees to sign and submit the Contract with any applicable documents required by this ITB within ten days after the date of Town's Notice of Award (If applicable).
3. By responding to this sealed Solicitation, the Bidder/Proposer makes all representations required by the Solicitation and further warrants and represents that Bidder/Proposer acknowledges that it has received and examined copies of the entire Solicitation documents including all of the following addenda:

Addendum No.: 1 Dated: 2/24/2025 Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____ Addendum No.: _____ Dated: _____

☐ Check here If no Addenda were issued.

4. Bidder/Proposer further warrants and represents that it has familiarized themselves with the nature and extent of the Contract, required goods and/or services, site, locality, and all local conditions and applicable laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
5. Bidder/Proposer further warrants and represents that it has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions to the extent applicable to the Work, and has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all information that pertains to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder/Proposer for such purposes.

6. Bidder/Proposer further warrants and represents that it has given the Town written notice of all errors or discrepancies it has discovered in the Contract and the resolution thereof by the Town is acceptable to Bidder/Proposer.
7. Bidder/Proposer further warrants and represents that this Bid/Proposal is genuine and not made in the interest of or on behalf of any other undisclosed person, firm or corporation; Bidder/Proposer has not directly or indirectly induced or solicited any other Bidder/Proposer to submit a false or sham Proposal; Bidder/Proposer has not solicited or induced any person, firm or corporation to refrain from submitting; and Bidder/Proposer has not sought by collusion to obtain for itself any advantage over any other Bidder/Proposer or over the Town.
8. Bidder/Proposer understands that the quantities provided are only provided for proposal evaluation only. The actual quantities may be higher or lower than those in the proposal form.
9. Bidder/Proposer understands and agrees that the Contract Price is Unit Rate Contract to furnish and deliver all of the Work complete in place as such the Proposer shall furnish all labor, materials, equipment, tools superintendence, and services necessary to provide a complete Project.
10. Communications concerning this Proposal shall be addressed to:

Bidder/Proposer: Kimley-Horn and Associates, Inc.

Telephone: 954.535.5109

Email Address: matt.brosman@kimley-horn.com

Attention: Matt Brosman, PE

11. The terms used in this response which are defined in the above-referenced Solicitation shall have the meanings assigned to them in such Solicitation.

STATEMENT

I understand that a "person" as defined in 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes officers, directors, executives, partners, shareholders, employees, members, and agents active in management of the entity.

SUBMITTED THIS 12th DAY OF March, 2025.

Company Name: Kimley-Horn and Associates, Inc.

Company Address: 8201 Peters Road, Suite 2200, Plantation, FL 33324

Authorized Representative Signature: _____

PROPOSER QUALIFICATION STATEMENT

The Proposer's response to this questionnaire will be utilized as part of the Town's evaluation to ensure that the Proposer meets, to the satisfaction of the Town, the minimum requirements for participating in this Solicitation. **PROPOSER MUST PROVIDE DETAILS FULFILLING THE SOLICITATION'S MINIMUM QUALIFICATIONS. FAILURE TO DO SO WILL RESULT IN A DETERMINATION OF NON-RESPONSIVENESS. ADDITIONAL PROJECTS MAY BE ADDED, AS NEEDED.**

Firm	Kimley-Horn and Associates, Inc.		
License(s)*:	Engineering Business Registry in Florida, #696		
No. of staff Company wide	8,698	No. of Staff to be assigned to project if awarded	17+

*Identify which of the required licenses are held by bidder and attach to the bid submittal package.

Vulnerability Assessment Project No. 1			
Project Name:	Vulnerability Assessment		
Location:	Weston, Florida		
Project Description:	Kickoff meeting, public outreach, data collection, exposure analysis, sensitivity analysis, a final VA report, and public presentations.		
Budget/Cost:	\$124,000	Contract Dates:	8/2024 - Ongoing
Owner Name:	City of Weston	Reference Name:	Reddy Chitepu, PE
Reference Phone No.:	954 385 2600	Reference Email:	rchitepu@westonfl.org
Vulnerability Assessment Project No. 2			
Project Name:	Citywide Vulnerability Assessment		
Location:	North Miami Beach, Florida		
Project Description:	Kickoff meeting, data collection, exposure analysis, sensitivity analysis, identification of focus areas, final report, and public presentations.		
Budget/Cost:	\$115,000	Contract Dates:	12/2022 - 1/2024
Owner Name:	City of North Miami Beach	Reference Name:	Jaaziah Israel
Reference Phone No.:	305 947 7581 ext 2242	Reference Email:	jaaziah.isreal@citynmb.com
Vulnerability Assessment Project No. 3			
Project Name:	Vulnerability Assessment		
Location:	Pembroke Park, Florida		
Project Description:	Kickoff meeting, data collection, exposure analysis, sensitivity analysis, and final report and public presentations.		
Budget/Cost:	\$200,000	Contract Dates:	1/2024 - 1/2025
Owner Name:	Town of Pembroke Park	Reference Name:	Stanley Merantus, MSCE
Reference Phone No.:	954 966 4600	Reference Email:	smerantus@tppfl.gov

Proof of Licensure/Certifications

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

 **Florida dbpr** Department of Business & Professional Regulation

[HOME](#) [CONTACT US](#) [MY ACCOUNT](#)

ONLINE SERVICES **LICENSEE DETAILS** 8:15:07 AM 1/8/2025

Apply for a License
[Verify a Licensee](#)
[View Food & Lodging Inspections](#)
[File a Complaint](#)
[Continuing Education Course Search](#)
[View Application Status](#)
[Find Exam Information](#)
[Unlicensed Activity Search](#)
[AB&T Delinquent Invoice & Activity List Search](#)

Licensee Information

Name:	KIMLEY-HORN & ASSOCIATES, INC. (Primary Name)
Main Address:	421 FAYETTEVILLE STREET SUITE 600 RALEIGH North Carolina 27601
County:	OUT OF STATE
License Mailing:	421 FAYETTEVILLE STREET SUITE 600 RALEIGH NC 27601
County:	OUT OF STATE

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	696
Status:	Current
Licensure Date:	05/10/1977
Expires:	

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

 **Florida dbpr** Department of Business & Professional Regulation

[HOME](#) [CONTACT US](#) [MY ACCOUNT](#)

ONLINE SERVICES **LICENSEE DETAILS** 11:23:34 AM 1/20/2025

Apply for a License
[Verify a Licensee](#)
[View Food & Lodging Inspections](#)
[File a Complaint](#)
[Continuing Education Course Search](#)
[View Application Status](#)
[Find Exam Information](#)
[Unlicensed Activity Search](#)
[AB&T Delinquent Invoice & Activity List Search](#)

Licensee Information

Name:	MINGONET, MILTON SCOTT (Primary Name)
Main Address:	KIMLEY-HORN AND ASSOCIATES INC (DBA Name) 200 SOUTH ORANGE AVENUE SUITE 600 ORLANDO Florida 32801
County:	ORANGE

License Information

License Type:	Registered Landscape Architect
Rank:	Landscape Arc
License Number:	LA0001428
Status:	Current,Active
Licensure Date:	10/14/1991
Expires:	11/30/2025

 Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No.: **LB696**
Expiration Date February 28, 2025

Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

KIMLEY-HORN AND ASSOCIATES, INC.
421 FAYETTEVILLE ST STE 600
RALEIGH, NC 27601-1777


WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Kimley-Horn has renewed this document and is waiting to receive the new license.

LIST OF PROPOSED SUBCONTRACTORS

Proposer shall list all Proposed Subcontractors to be used on this project if they are awarded the contract.

SCOPE

N/A

SUBCONTRACTOR NAME, ADDRESS AND LICENSE #

N/A

If, prior to Notice of the Award, the Town or the Contractor has reasonable objection to and refuses to accept any Subcontractor, Supplier, person or organization listed, the Contractor may, prior to Notice of Award, submit an acceptable substitute without an increase in their bid price.

BIDDER/PROPOSER AFFIDAVITS**Business Name:** Kimley-Horn and Associates, Inc.**D.B.A.:** Kimley-Horn and Associates, Inc. **Federal I.D. No.:** 56-0885615**Business Address:** 8201 Peters Road, Suite 2200**Town:** Plantation **State:** Florida **Zip:** 33324

I, the undersigned affiant do swear and affirm that I am an authorized agent of the above-named business ("Proposer") and authorized to make the following statements and certifications on Bidder's behalf:

1. Ownership Disclosure

The above-named Proposer hereby discloses the following principals, individuals, or companies with five percent (5%) or greater ownership interest in Proposer (supplement as needed):

<i>Name</i>	<i>Address</i>	<i>% Ownership</i>
N/A		

The above-named Proposer hereby discloses the following subcontractors (supplement as needed):

<i>Name</i>	<i>Address</i>	<i>% Ownership</i>

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the Town of Hillsboro Beach ("Town") shall have a financial interest in any transactions or any compensation to be paid under or through any transactions between Proposer and Town, and further, that no Town employee, nor any elected or appointed officer (including Town board members) of the Town, nor any spouse, parent or child of such employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Proposer, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer.

Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Town. Further, Proposer recognizes that with respect to any transactions between Proposer

and Town, if any Proposer violates the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Town. The term "Proposer," as used herein, include any person or entity making a proposal herein to Town or providing goods or services to Town.

2. Public Entity Crimes

1. Proposer is familiar with and understands the provisions of Section 287.133, Florida Statutes
2. Proposer further understands that a person or affiliate who has been placed on the convicted Bidders list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted Proposer list.
3. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (**INDICATE WHICH STATEMENT APPLIES.**)
 - o ☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - o ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - o ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Bidder list. (Attach a copy of the final order.)

3. Compliance With Foreign Entity Laws

Applicant certifies as follows:

- a. Proposer is not owned by the government of a foreign country of concern, as defined in Section 287.138, Florida Statutes.
- b. The government of a foreign country of concern does not have a controlling interest in Proposer, as defined in Section 287.138, Florida Statutes.
- c. Proposer is not organized under the laws of a foreign country of concern, as defined in Section 287.138, Florida Statutes.
- d. Proposer does not have a principal place of business in a foreign country of concern, as defined in Section 287.138, Florida Statutes.
- e. Proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to s. 215.473.
- f. Proposer is not engaged in business operations in Cuba or Syria.
- g. Proposer is not participating in a boycott of Israel, and is not on the Scrutinized Companies that Boycott Israel list in accordance with the requirements of Sections 287.135 and F.S. 215.473, Florida Statutes

4. Disability, Nondiscrimination, and Equal Employment Opportunity

Applicant certifies that Proposer is in compliance with and agrees to continue to comply with, and ensure that any subcontractor, or third party contractor under any and all contracts with the Town of Hillsboro Beach complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes.
- The Rehabilitation Act of 1973, 29 USC Section 794.
- The Federal Transit Act, as amended 49 USC Section 1612.
- The Fair Housing Act as amended 42 USC Section 3601-3631

5. Conformance with OSHA Standards

Applicant certifies and agrees that Applicant has the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and in the event the Town engages Proposer agrees to indemnify and hold harmless the Town of Hillsboro Beach, against any and all liability, claims, damages losses and expenses the Town may incur due to the failure of itself or any of its subcontractors to comply with such act or regulation in the performance of the contract.

6. E-Verify Program Affidavit

Affiant certifies the following:

- a. Affiant is familiar with and understands the provisions of Section 448.095, Florida Statutes and 48 CFR 52.222-54 and has sufficient knowledge of the personnel practices of the Proposer to execute this Declaration on behalf of the Proposer.
- b. Proposer has registered with and utilizes the federal work authorization program commonly known as E-Verify or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in F.S. 448.095, which prohibits the employment, contracting or sub-contracting with an unauthorized alien.
- c. Proposer does not knowingly employ Affiants or retain in its employ a person whose immigration status makes them ineligible to work for the Proposer.
- d. Proposer has verified that any subcontractors utilized to deliver goods or services to the Town through the Contractor's contract with the Town use the E-Verify system and do not knowingly employ persons whose immigration status makes them ineligible to work for the subcontractor. The undersigned further confirms that it has obtained all necessary affidavits from its subcontractors, if applicable, in compliance with F.S. 448.095, and that such affidavits shall be provided to the Town upon request.
- e. Failure to comply with the requirements of F.S. 448.095 may result in termination of the Bidder's contract(s) with the Town of Hillsboro Beach.

7. No Contingency Affidavit

Affiant certifies the following:

- a. Neither Proposer nor any principal, employee, agent, representative or family member has promised to pay, and Proposer has not and will not pay, a fee the amount of which is contingent upon the Town of Hillsboro Beach awarding a contract.

- b. Proposer warrants that neither it, nor any principal, employee, agent, or representative has procured, or attempted to procure, a contract with the Town of Hillsboro Beach in violation of any of the provisions of Broward County conflict of interest and code of ethics ordinances.
- c. Proposer acknowledges that a violation of this warranty may result in the termination of any contracts and forfeiture of funds paid, or to be paid, to the Proposer if awarded a contract.

8. Copeland Anti-Kickback Affidavit

Affiant certifies that no portion of any sums will be paid to any employees of the Town of Hillsboro Beach, its elected officials, or its consultants, as a commission, kickback, reward or gift, directly or indirectly by Bidder or any member of Bidder's firm or by any officer of the corporation in exchange for business with the Town of Hillsboro Beach.

9. Non-Collusion Affidavit

I, the undersigned affiant, swear or affirm that:

- a. Affiant is fully informed respecting the preparation and contents of the attached Bid/Proposal by Contractor and of all pertinent circumstances respecting such Bid/Proposal.
- b. Such Bid/Proposal is genuine and is not a collusive or sham Bid/Proposal.
- c. Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including Affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other firm or person to submit a collusive or sham Bid/Proposal in connection with the Work for which the attached Bid/Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any firm or person to fix any overhead, profit, or cost elements of the Bid/Proposal or of any other person submitting a response to the solicitation, or to fix any overhead, profit, or cost elements of the quoted price(s) or the quoted price(s) of any other bidding/proposing person, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Town or any person interested in the proposed Work.
- d. The price(s) quoted in the attached Bid/Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Contractor or any other of its agents, representatives, owners, employees or parties in interest, including this Affiant.

10. Drug Free Workplace Program

Bidder, in accordance with Florida statute 287.087 hereby certifies that the Proposer does all of the

following:

- a. Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- b. Informs Employees about the dangers of drug abuse in the workplace, the business' policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- c. Gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
- d. In the statement specified in subsection (a), notifies the employees that, as a conditions of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- e. Imposes a sanction on, or require the satisfactory⁴² participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

- f. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

☐ Select here if Not Applicable

11. Cone of Silence Certification

Affiant certifies and that Affiant has read and understands the Cone of Silence" requirements set forth in this Solicitation and further certify that neither I, nor any agent or representative of the Company has violated this provision.

Proposer AFFIRMATION

I, the undersigned affiant, being first duly sworn as an authorized agent of the below-named Proposer, does hereby affirm and attest under penalty of perjury as the proposed Proposer for Town of Hillsboro Beach that the certifications and statements provided above on behalf of Proposer are true to the best of affiant's knowledge and belief and that Proposer is compliant with all requirements outlined in these Town of Hillsboro Beach Affidavits. Proposer acknowledges it is required to comply with and keep current all statements sworn to in the above affidavits and will notify the Town of Hillsboro Beach immediately if any of the statements attested hereto are no longer valid.

Kimley-Horn and Associates, Inc.

Proposer Name

3/13/2025

Date Signed

Affiant Signature

Stefano Viola, PE, Vice President

Affiant Name & Title (Printed)

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was affirmed, subscribed, and sworn to before me this 13th day of March, 2025 by means of ☒ physical presence or ☐ online notarization, by Stefano Viola, PE who is personally known to me or who produced the following identification: _____.

[Notary Seal]



Jeanne M. Doucet
Notary Public for the State of Florida
My commission expires: 08/12/2026

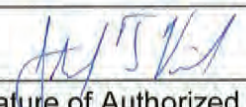
CONFLICT OF INTEREST DISCLOSURE**Business Name:** Kimley-Horn and Associates, Inc.**D.B.A.:** Kimley-Horn and Associates, Inc. **Federal I.D. No.:** 56-0885615**Business Address:** 8201 Peters Road, Suite 2200**Town:** Plantation **State:** Florida **Zip:** 33324

Please note that all business entities interested in or conducting business with the Town are subject to comply with the Town of Medley's conflict of interest policies as stated within the certification section below. If a vendor has a relationship with a Town of Hillsboro Beach official or employee, an immediate family member of a Town of Hillsboro Beach official or employee, the vendor shall disclose the information required below.

1. No Town official or employee or Town employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated Town official or employee who has been retired or separated from the Town for less than one (1) year has an ownership interest in vendor's Company.
3. No Town employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any Town employee or elected official to obtain or maintain a contract.

Conflict of Interest Disclosure*	
Name of Town of Hillsboro Beach employees, elected officials, or immediate family members with whom there may be a potential conflict of interest: 	☐ Relationship to employee ☐ Interest in vendor's company ☐ Other (please describe below) ☒ No Conflict of Interest

**Disclosing a potential conflict of interest does not automatically disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the Town, vendor will be exempt from doing business with the Town.*

I certify that this Conflict-of-Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
	3/13/2025	Stefano Viola, PE
Signature of Authorized Representative	Date	Printed Name of Authorized Representative

Please find attached our
firm's certificate of
signing authority

CERTIFICATE OF AUTHORITY

(IF CORPORATION OR LLC)

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a corporation organized and existing under the laws of the State of _____, held on the ____ day of _____, a resolution was duly passed and adopted authorizing _____ (Name) as _____ (Title) of the corporation/company to execute agreements on behalf of the corporation/company and providing that their execution thereof, attested by the secretary of the corporation/company, shall be the official act and deed of the corporation/company. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 20__.

Secretary Signature: _____

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was affirmed, subscribed, and sworn to before me this _____ day of _____, 20__ by means of ☐ physical presence or ☐ online notarization, by _____ who is personally known to me or who produced the following identification: _____.

[Notary Seal]

Notary Public for the State of _____
My commission expires: _____



Certificate of Secretary

To Whom It May Concern:

I am the duly qualified and acting Secretary of Kimley-Horn and Associates, Inc., a North Carolina Corporation.

The following is a true copy of a resolution duly adopted by the Board of Directors of the corporation at the Board meeting held on December 17, 2024 and entered in the minutes of such meeting in the minute book of the corporation.

"The Board unanimously approved the contract signing authority of employees as presented."
(Copies of the employee lists as presented are enclosed.)

The resolution is in conformity with the articles of incorporation and bylaws of the corporation, has never been modified or repealed, and is now in full force and effect.

Dated: December 18, 2024



Richard N. Cook, Secretary



Kimley-Horn and Associates, Inc.
FULL CONTRACT SIGNING AUTHORITY
December 17, 2024

The following individuals have authority to sign both standard and non-standard agreements directly related to serving clients ("Project Agreements"). Project Agreements include client contracts, subcontracts, project-specific vendor agreements, IPO's, contract amendments, non-disclosure agreements, teaming agreements, project-specific equipment and facility rental agreements for specific projects, and certifications related to proposals. This document does not grant authorization to sign other types of contracts or legal documents not directly related to client service such as office leases, software purchase or license agreements, tax returns, purchase agreements for supplies, or agreements to procure accounting, legal, recruiting, or similar services.

ATLANTIC

BALTIMORE CITY

Kraft, Jonathan H.
 Miller, Sean T.
 Murphy, Erin M.
 Smith, Jeff B.

BALTIMORE COUNTY

Leffner, Nicholas J.
 Hutton, Heather

BOSTON

Jacques, Christopher
 Keegan, Katherine A.

CHARLOTTESVILLE

Oliver, Jonathan H.

HARRISBURG

Bankert, Larry I.
 McGinley, Steve M.

LOUDOUN

Bollinger, Kyle T.
 Giffin, Geoffrey D.
 Stevens, Ross S.

NORTHERN VIRGINIA

Carter, Erica V.
 D'Alessandro, Jonathan J.
 Elman, Paul D.
 Frosch, Colin
 Howell, Christopher M.
 Kaupilla, John L.
 Knox, Sarah E.
 Koopman, Jennifer R.
 Lefton, Steven E.
 Millot, Sean M.
 Musson, David B.
 Powell, Meredith P.
 Prunty, Robert W.
 Samba, David B.
 Sauro, Thomas J.
 Schrader, Carly N.
 Smith, Andrew T.
 Teague, M. Zach
 Whyte, Richard D.

PHILADELPHIA

CENTER CITY

Harmon, Amanda R.
 Hughes, Paul W.
 Morgan, Taylor M.

PITTSBURGH

Beaves, Adele M.
 Beduhn, Tyler J.
 Moldovan, William

PRINCETON

Diggan, Tony W.
 Gibson, Adam T.

RICHMOND

Chance, Maxwell P.
 Crum, Katie E.
 Dougherty, Sean P.
 Harrell, Matthew T.
 Hill, Corey W.
 Lickliter, Ashley C.
 McCray, Danielle R.
 McPeters, Brian A.
 Perkins, Ryan R.
 White, Timothy E.

VIRGINIA BEACH

Chambers, Jon S.
 Dallman, David B.
 Davidson, Scott O.
 Falk, Katherine W.
 Farthing, Andrew P.
 France, William D.
 Funk, Gerald S.
 Holland, Kimberly R.
 Holland, Stephen R.
 Mackey, William F.
 Mertig, Karl E.
 Moser, Emily A.
 Niss, Robyn M.
 Schmitt, Gregory H.
 Votava Charles F.
 Wharton, Michelle L.
 Williams, Kyle D.
 Yee, Leong Wee

WHITE PLAINS

Canning, Thomas J.
 Van Hise, Kevin A.

CALIFORNIA

COACHELLA VALLEY

Sutton, Mike S.

LONG BEACH

Hewitt, Melissa A.
 Phillips, Chad E.
 Starkey, Jonathan H.

LOS ANGELES

Duong, Danh
 Fares, Jean B.
 Kyle, Gregory S.
 Phaneuf, Alyssa S.
 Ranta, Shahrzad

MONTEREY

Falgout, Mark A.

OAKLAND

Akwabi, Kwasi
 Colety, Mike D.
 Dankberg, Adam J.

ORANGE

Adrian, Darren J.
 Bossu, David M.
 Glaze, Jacob S.
 Kerry, Nicole M.
 Matson, Jason B.
 Marechal, Jason A.
 Melchor, Jason J.
 Melvin, M. Pearse

PLEASANTON

Chazbek, Chadi
 Johnson, Miles R.
 Mowery, Michael C.
 Sowers, Brian E.

RIVERSIDE

Cowan, Eugene D.
 Pollock, John A.

SACRAMENTO

Bhatt, Sheetal K.
 Melvin, Enda
 Pittalwala, Fareed S.
 Schmitt, Michael L.
 Tait, Zachary T.
 Weir, Matthew D.

SANTA CLARITA

Chakravarthy, Srikanth

SAN DIEGO

Barlow, Matthew T.
 Becker, Justin S.
 Harry, Jennifer L.
 Heustess, Aaron M.
 Kaltsas, Joseph D.
 Madsen, Michael P.
 McCormick, Matthew B.
 McWhorter, Samuel L.

Podegracz, Anthony J.
 Ulery, Megan R.
 Valencia, Jason B.

SAN JOSE

Hedayat, Leyla
 Mehta, Parag G.
 Venter Frederik J.

SAN MATEO

Pulliam, John E.

CAROLINAS

CHARLESTON

Edmonson, William C.
 Guy, Jonathan R.

CHARLOTTE

Blakley, Jr., Stephen W.
 Denney, Seth A.
 Edwards, Matthew A.
 Lewis, Ryan T.
 Racer, Joseph M.
 Taylor, Benjamin S.

COLUMBIA

Iser, Christopher M.

DURHAM

DOWNTOWN

Lewellyn, Earl R.
 Raney, Nolan D.

FORT MILL

Holcomb, John E.

GREENVILLE

Hensley, Stephen A.

HOLLY SPRINGS

Brewer, William J.

RALEIGH

Adams, Richard C.
 Barber, Barry L.
 Beck, Chadwick W.
 Brewer, Brian J.
 Cochran, Adam P.
 Cook, Richard N.
 Flanagan, Tammy L.
 Glass, Brianne M.
 Howell, Cory J.
 Keil, Ashley R.
 Kuzenski, John D.

Leverett, Christopher C.
 Meador, Emily H.
 Netzer, Lesley E.
 Royal, Jack R.
 Thompson, Erin K.

CENTRAL

DALLAS

Fraccaro, Joseph A.
 Galloway, Steven D.
 Harris, Mark E.
 Henrichs, Tyler B.
 Hoppers, Kevin P.
 Moss, Bradley J.
 Rader, Aaron K.
 Samarripas, Anthony M.
 Sulkowski, Nicholas E.
 Williamson, Sarah T.

FORT WORTH

Arnold, Douglas M.
 Arnold, Scott R.
 Atkins, John R.
 Hill, Bradley J.
 Igo, Chris P.
 James, Richard J.
 Kubista, Kyle P.
 Nathan, Aaron W.
 Webb, Floyd C.

FRISCO

Coppin, Thomas G.
 McCracken, Paul D.
 Dickey, Kyle A.
 Ross, Casey J.

IRVING/LAS COLINAS

Ante, Louis N.

FLORIDA

BOCA-DELRAY

Webber, Jason A.
 Haggerty, Jordan L.

DAYTONA BEACH

Stubbs, Jarod C.

FORT LAUDERDALE

Alam, Mudassar M.
 Capelli, Jill A.
 Cordasco, John L.
 Dabkowski, Adrian K.

Kimley-Horn and Associates, Inc.
FULL CONTRACT SIGNING AUTHORITY
December 17, 2024

Emmons, Erin N.
Falce, Christopher T.
McWilliams, John J.
Robertson, Stewart E.
Viola, Stefano F.

FORT MYERS
Bryant, M. Lewis
Clark, Kellie R.

GAINESVILLE
Brighton, Ali H.
Towne, Christopher D.

JACKSONVILLE
Brenny, Martin T.
Deitsch, Brian S.
Mecca, Joseph P.
Mullis, Raiford M.
Roland, George E.
Shelton, Mark W.

LAKELAND
Lewis, Jason A.
Wilson, Mark E.
White, Wayne E.
Wynn, Jared M.

LAKE NONA
Ashby, Brian S.
Stickler, Brooks A.

MELBOURNE
Husainy, Kinan F.

MIAMI
Almonte, Leonte I.
Baldo, Burt L.
Buchler, Aaron E.
Collier, Julio A.
Fernandez, Jorge L.
Fye, Barton J.

OCALA
Busche, Richard V.
Gartner, Amber L.
Losito, Gene B.

ORLANDO
Chau, Hao T.
Lenzen, Brent A.
Littrell, Lance R.
Martin, Jonathan A.
Mingonet, Milton S.
Roberts, Heather A.
Thigpen, Jonathan D.
Wetherell, Ryan S.

PALM BEACH
GARDENS
Long, Jamea M.
Meyer, Alexis E.

SARASOTA
Cianfaglione, Christopher
D.
Klepper, B. Kelley
Leep, Jordan E.
Pankonin, James R.
Schmid, Seth E.

ST. PETERSBURG
Arriaga, Brooke R.
Bishop, Mark C.
Dodge, Dawn M.
Walker, Jordan W.

TALLAHASSEE
DeVeau, Zachariah A.
Kalbli, Shawn C.
Lewis, Kelsey V.

TAMPA
Bulloch, Kelly B.
Collins III, Carroll E.
Gilner, Scott W.
Lee, Nathan Q.
Nadeau, Gary J.

VERO BEACH
Good, Brian A.
Hollen, Christopher J.
Lawson, Jacob B.
Roberson, Kevin M.
Thomas, Melibe S.
Van Rens, Peter J.

WEST PALM BEACH
Lee, Jason R.
Rapp, Bryan T.
Regueiro, Eric
Schanen, Kevin M.
Schwartz, Michael F.
Tercilla, Lindsey A.
Walthall, David W.

WPB DOWNTOWN
Heggen, Christopher W.
Spruce, Michael D.

MIDWEST

CHICAGO
DOWNTOWN
Lemmon, Peter C.
Marnell, Colleen L.
Mayer, Joseph P.
Morton, Jr., Arthur J.
Panter, Jake H.
Whitson, Bryan D.

CHICAGO NORTH
SUBURBS
Cooper, Jason C.
Tracy, Eric J.
West, Craig L.

CHICAGO WEST
SUBURBS
Fancier-Splitt, Rory K.
Garner, Chad S.
Heinen, Andrew N.
Kaufman, Phil R.
Walker, Michaela E.
Walker, William A.

COLUMBUS
Muller, Justin M.
Reeves, Michael C.
Schall, Andrew J.
Schnug, Regan A.

INDIANAPOLIS
Butz, Jr., William A.
Timko, Michael J.
Sheward, Bryan A.
Wolfred, Maurice A.

KANSAS CITY
Kist, Matthew D.
McKerrow, Jeff D.
Myers, Zachary

NORTHEAST OHIO
Clements, Kevin J.

TWIN CITIES
Bourdon, Brandon J.
Coyle, Daniel J.
Elegert, Brandon R.
Hume, Robert M.
Jensen, Matthew D.
Matzek, William D.
Phipps, Ryan A.
Schmitz, William J.
Wall, Lisa M.
Zimmerman, David

TWIN CITIES – SOUTH
Fosmo, Eric J.

TWIN CITIES- WEST
Kuhnau, JoNette L.
Manning, Jon T.
Wurdeman, Brian M.

MOUNTAIN PACIFIC

ASPEN
Christensen, Bryce E.

BOISE
McDougald, Brandon D.
Nicholson, Timothy P.

BROOMFIELD
Pratt, Anthony J.

COLORADO SPRINGS
Gunderson, Eric J.
Hess, Mitchell O.

DENVER
Andryscik, Kory J.
Colvin, Scott W.
Garinger, Amy M.
Heiberger, John R.
Krell, Gabriel M.
Phelps, Randall J.
Rowe, Curtis D.
Salvagio, Robin
Skeehan, Daniel L.
Sobieski, Dennis M.
McGee, Meaghan M.
Valentine, Brian W.
Wilhelm, William R.

EVERETT
Lincoln, Bradley J.

FORT COLLINS
Felton, Emily P.

PORTLAND
Belsick, Jody W.
Meyerhofer, Peter N.

SALT LAKE CITY
Crowther, Brent C.
Gresham, Teresa R.
Johnson, Zachary A.
O'Brien, Molly M.

SEATTLE
Chen, Nicholas R.
Kamerath, Marcy
Reeverts, Canaan H.
Williams, David S.

SOUTHWEST

LAS VEGAS
Ahartz, Shannon R.
Jones, Christopher R.
Moles, Richard A.
Moore, Devin V.
Mosley, Michael S.
Wolf, Treasea

MESA
Burm, Jason M.
Grandy, Michael L.
Margetts, Sterling T.
Mutti, Brent H.
Walnum, Nathan C.

PHOENIX
Christian, Rajesh S.
Connelly, Alissa J.
Delmarter, Michael L.
Ehrick, Taylor R.
Henderson, Benjamin J.
Thoma, Jayme R.
Kimm, Kevin J.
Kissinger, John C.
Leistiko, David J.

Marella, Damon J.
Perillo, Adam C.
Sjogren, Timothy P.
Smalkoski, Brian R.
RENO
Hildebrandt, Timothy H.
Nasset, Brent J.

SCOTTSDALE
Jupp, Andrew M.
Rutkowski, David R.

TUCSON
Payne, Kevin W.
Rhine, Timothy J.

SOUTH

ALPHARETTA
Dufour, Zachary J.
Fanne, Angela L.
Fanne, Lawson H.
Hamilton, James R.
James, Alvin B.
Shearouse, Sarah
Stricklin, David L.
Walker, John D.
Zittrouer, Derek M.

PEACHTREE
CORNERS
Ergle, Kevin B.
Fink, Kenneth L.
Smith, Patrick N.

ATLANTA MIDTOWN
Bosman, Eric S.
Coleman, Sean H.
Else, Jeffrey B.
Pastore, Cristina C.
Ross, Robert A.
Triplett, Katherine R.

BIRMINGHAM
Bailey, Clark B.
Johnson, Elizabeth H.

CHATTANOOGA
Skidmore, Benjamin W.

FRANKLIN
Espelet, Leonardo E.

MEMPHIS
Danley, Drake E.
Minor, Henry W.
Peregoy, Samuel J.
Peregoy, Jennifer M.

MOBILE
Starling, Charles H.

Kimley-Horn and Associates, Inc.
FULL CONTRACT SIGNING AUTHORITY
December 17, 2024

NASHVILLE

Boyd, Mark R.
Creasman, Brett R.
McMaster, Ryan L.
Neal, Philip H.
Rhodes, Christopher D.

SAVANNAH

Gwaltney, Jamie N.
Marsengill, Chris C.

WOODSTOCK

West, Brian B.

TEXAS SOUTH

AUSTIN EAST

Hamilton, Robert J.
Ponton, Clinton J.

AUSTIN NORTH

Boecker, Brian C.
Hudson, Harrison M.
Kiewit, Jordan S.
Neal, Trey A.
Parker, Brian J.
Araque, Santiago A.
VanLeeuwen, Andrew W.

AUSTIN SOUTH

Mason, Sean R.
Williams, Robert B.

BRYAN/COLLEGE
STATION

Harris, Joseph C.
Lucas, Michael D.

HOUSTON

Cargill, Kenneth W.
Deshpande, Vivek
Frysinger, Ashley M.
Frysinger, Chris V.
Guillory, Michael B.

PEARLAND

Hall, Andrew T.

SAN ANTONIO

Brignon, Brit A.
Farnsworth, Jeffrey A.
Holscher, Nicholas F.

THE WOODLANDS

Freeman, Jr., Steven C.
Kirkland, Mark R.
Lewis, Tyler W.

CERTIFICATE OF AUTHORITY

(IF PARTNERSHIP)

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a partnership organized and existing under the laws of the State of _____, held on the _____ day of _____, _____, a resolution was duly passed and adopted authorizing _____ (Name) as _____ (Title) of the partnership to execute agreements on behalf of the partnership and provides that their execution thereof, attested by a partner, shall be the official act and deed of the partnership. I further certify that said partnership agreement remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20__.

Partner Signature: _____

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was affirmed, subscribed, and sworn to before me this _____ day of _____, 20__ by means of ☐ physical presence or ☐ online notarization, by _____ who is personally known to me or who produced the following identification: _____.

[Notary Seal]

Notary Public for the State of _____
My commission expires: _____

CERTIFICATE OF AUTHORITY

(IF JOINT VENTURE)

Joint ventures must submit a joint venture agreement indicating that the person signing this Agreement is authorized to sign documents on behalf of the joint venture. If there is no joint venture agreement, each member of the joint venture must sign this Agreement and submit the appropriate Certificate of Authority (corporate, partnership, or individual).

**AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with the Town of Hillsboro Beach is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that:**

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and the Town, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of Kimley-Horn and Associates, Inc., a nongovernmental entity.
3. Kimley-Horn and Associates, Inc. does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

Lauren Chae
Witness #1 Print Name: Lauren Chae
Chloe Kemble
Witness #2 Print Name: Chloe Kemble

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

Stefano Viola
Print Name: Stefano Viola, PE
Title: Vice President
Entity Name: Kimley-Horn and Associates, Inc.

OATH OR AFFIRMATION

State of Florida
County of Orange

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 13th day of March, 2025, by Stefano Viola, PE (name of person) as Vice President (type of authority) for Kimley-Horn and Associates, Inc. (name of party on behalf of whom instrument is executed).

Jeanne M. Doucet
Notary Public (Print, Stamp, or Type as Commissioned)

- ☒ Personally known to me; or
☐ Produced identification (Type of Identification: _____)
☐ Did take an oath; or
☒ Did not take an oath



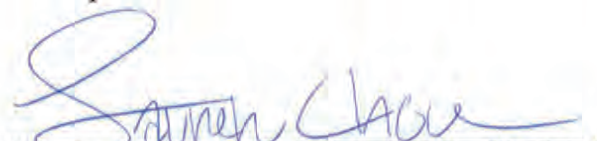
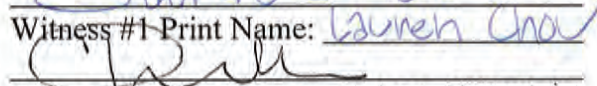
**AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH
ENTITIES OF FOREIGN COUNTRIES OF CONCERN**

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), the Town may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with the Town of Hillsboro Beach which would grant the entity access to an individual's personal identifying information.

1. Kimley-Horn and Associates, Inc. ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:


Witness #1 Print Name: Lauren Chav

Witness #2 Print Name: Chloe Kemble

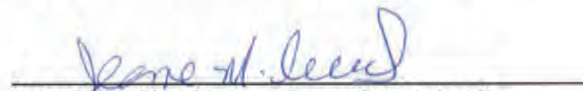
Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:


Print Name: Stefano Viola, PE
Title: Vice President
Entity Name: Kimley-Horn and Associates, Inc.

OATH OR AFFIRMATION

State of Florida
County of Orange

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 13th day of March, 2025, by Stefano Viola, PE (name of person) as Vice President (type of authority) for Kimley-Horn and Associates, Inc. (name of party on behalf of whom instrument is executed).


Notary Public (Print, Stamp, or Type as Commissioned)

- ☒ Personally known to me; or
☐ Produced identification (Type of Identification: _____)
☐ Did take an oath; or
☒ Did not take an oath



Exceptions to Proposal

Per section 1.25 Exceptions to Proposal, we would like to submit the following:

1. Would the Town please remove the indemnification requirement as stated in section 1.45 – MANNER OF PERFORMANCE – Section c, of the RFQ package? The indemnification, as currently worded is not compliant with Florida statute 725.08 and we respectfully request all indemnification language within the contract and RFQ package be compliant with Florida Statutes.
2. As currently worded in Section 2.2 – PERFORMANCE OF SERVICES of the RFQ package, the Town is asking Kimley-Horn to assume the highest professional standards in performing its work. While Kimley-Horn is committed to serving its clients, we are only required to do so in accordance with the professional standard of care, which is the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. The relationship currently described in the proposal exceeds the Standard of Care to be provided by Design Professionals. Would the Town modify this language to comply with the foregoing language?
3. Would the Town please remove all references to liquidated damages, specifically, section 3.7 -PERFORMANCE MEASURES, the last sentence, and Section 3.9 – CONSEQUENCES FOR NON-PERFORMANCE, of the RFQ package? We believe they are not applicable to the services of design professionals, as we do not control, set, or manage the Project schedule – this is a contractor-specific issue and should be removed from our contract, furthermore we should not be held liable for non-performance in the event the schedule must be modified due to events beyond our control.
4. We request the Town address problematic language in the Sample Agreement of the RFQ package. The indemnity in section 11 of the Sample Agreement does not comply with Florida Statute 725.08 by requiring a defense. Would the Town please consider rewording same to conform with the statute and deleting the requirement to “defend”?
5. Would the Town please include the defined term of the Standard of Care within Section 21 – WARRANTIES AND ATTORNEY’S FEES, on the sample contract, and include language that the Consultant will warrant it will comply with the Standard of Care? Suggested language: In performing its professional services, the Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided (“Standard of Care”).



REQUEST FOR QUALIFICATIONS

TOWN OF HILLSBORO BEACH COMPREHENSIVE VULNERABILITY ASSESSMENT RFQ 2025-02-01

Date of Issue: Wednesday, February 13, 2025

Deadline for Questions: 5:00 p.m., Thursday, March 6, 2025

Responses Due no later than: 10:00 a.m., Monday, March 17, 2025



NOTICE TO PROPOSERS

REQUEST FOR QUALIFICATIONS

RFQ 2025-02-01

TOWN OF HILLSBORO BEACH

COMPREHENSIVE VULNERABILITY ASSESSMENT

The Town of Hillsboro Beach ("Town") is inviting the submission of proposals from qualified and experienced Professional Engineering Consultants deemed best qualified, experienced, and responsive, pursuant to Florida Statutes, Section 287.055 (Consultants' Competitive Negotiation Act) to complete a Town-wide comprehensive Vulnerability Assessment Study pursuant to Section 380.093, Florida Statutes (F.S.).

The request for qualification documents may be downloaded online at www.demandstar.com. The RFQ documents are available to be viewed at no charge on the Town's website <https://www.townofhillsborobeach.com/363/Bid-Opportunities>. Electronic Proposals will only be accepted when submitted through DemandStar's Bid portal.

All proposals must be received no later than Monday, March 17, 2025 at 10:00 a.m. at which time all proposals will be electronically decrypted and publicly opened.

Proposals must be submitted electronically through DemandStar.com <https://network.demandstar.com> by the date and time stated above. Any submission may be withdrawn until the date and time set above for the submissions.. Proposals sent in any manner other than electronically via Demandstar.com will not be accepted. Hard copies, faxed proposals, and electronically submitted proposals sent directly to the Town will not be accepted. Proposals must be submitted prior to the deadline for submission. Proposers are responsible for taking all necessary steps to ensure that their proposal is uploaded before the due date and time. The Town is not responsible for technology and/or any other issues that cause the proposal deadline to be missed. Proposals will be opened publicly.

All questions and/or comments regarding this request for proposal should be directed to the Procurement Manager at the following email at procurement@Townofhillsborobeach.com.. All inquiries must reference "RFQ No. 2025-02-01 - "Town of Hillsboro Beach Comprehensive Vulnerability Assessment" in the subject line. No phone calls will be accepted in reference to this RFQ. **The deadline to submit questions is Thursday, March 6, 2025, at 5:00 p.m.**

PROJECT OVERVIEW

The successful contractor shall be responsible for the completion of a comprehensive vulnerability assessment of the Town's infrastructure and critical facilities resulting in the development of mitigation and adaptation strategies for existing infrastructure. The climate adaptation plan shall include recommendations to be considered for future Town critical facilities. The Town was awarded a Vulnerability Assessment Grant through the Resilient Florida Program.

Disadvantaged Business Enterprise. DBE/WBE/MBE certified companies are encouraged to submit a proposal. The Town, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§2000d to 2000d-4) and the Regulations, hereby notifies all proposers that it will affirmatively ensure that for any contract entered into pursuant to this advertisement will be afforded full and fair opportunity to submit proposals in response to this solicitation and no businesses will be discriminated against on the grounds of race, color, national origin, (including limited English proficiency), creed, sex, (including sexual orientation and gender identity), age, or disability in consideration for an award.

SCHEDULE OF EVENTS

EVENT	TIME &/OR DATE
Issuance of Solicitation (Posting Date)	February 13, 2025
Question Due Date	March 6, 2025
Anticipated Date of Issuance for the Addenda with Questions and Answers	5:00 p.m. March 10, 2025
Submittals will be accepted until	10:00 a.m. March 17, 2025
Ranking and award recommendation to Town Commission	* April 1, 2025
Negotiation with Top Ranked	*April,10 2025
Agreement Execution	*April 17, 2025
Anticipated Assessment Start Date	*May 1, 2025

* dates are anticipated.

The Town reserves the right to accept or reject any and all RFQs in whole or in part, to waive informalities in the RFQ documents, to obtain new RFQs, to postpone the opening of RFQs, or if unable to negotiate a satisfactory contract to terminate all negotiations under the RFQ and proceed by whatever appropriate means it may elect.

TABLE OF CONTENTS

Section 1.0 GENERAL CONDITIONS

Section 2.0 SPECIAL CONDITIONS

Section 3.0 SCOPE OF SERVICES

Section 4.0 SUBMITTAL REQUIREMENTS AND PROPOSAL FORMAT

Section 5.0 EVALUATION PROCESS

Section 6.0 REQUIRED FORMS & ACKNOWLEDGEMENTS

Section 7.0 SAMPLE DRAFT AGREEMENT

Exhibit I - FDEP Vulnerability Assessment Compliance Checklist

Exhibit II - Performance Survey Form

1.0 GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

When used in Contract Documents (defined below) or in related documents, the following terms shall have the meanings given below:

Addendum: A modification of the Plans, Specifications or other Contract Documents distributed to prospective Proposers prior to the opening of Bids/Proposals.

Advertisement for Proposals: The public notice inviting the submission of bids for the work.

Bid/Proposal Bond: A bond executed by a Bidder/Proposer and its Surety in the attached form guaranteeing that the Bidder/Proposer, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

Calendar Day: Every day shown on the calendar.

Change Order: A written agreement executed by the Town, the Consultant and the Consultant's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the Town Manager and/or Town Commission.

Contract: The written agreement between the Town and the Proposer for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

Contract Documents: The Instructions to Proposes, Proposal Form, Proposal Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Conditions, and Scope of Work, together with all Addenda.

Contract Manager: Town of Hillsboro Beach Manager or designee or duly authorized representative designated to manage the Contract.

Consultant: The individual, firm, partnership, corporation, or joint venture whose bid is accepted and who enters into a Contract with Town of Hillsboro Beach and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.

Contract Date: The date on which the Agreement is effective.

Contract Time: The number of days allowed for completion of the work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

Days: Reference made to Days shall mean consecutive calendar days.

Deliverables: All documentation and any items of any nature submitted by the Consultant to the Town's Contract Manager for review and approval in writing pursuant to the terms of the

Agreement.

Lessee: Any individual, partnership or corporation having a tenant relationship with Town of Hillsboro Beach.

Liquidated Damages: The amount that the CONSULTANT accepts, as stipulated in the Bid Form, which will be deducted from the Contract Sum for each Calendar day of delay due to a Nonexcusable Delay to be determined by the Town's Contract Manager.

Owner: The term Owner as used in this Contract shall mean the Town of Hillsboro Beach.

Notice To Proceed (NTP): The written communication issued by the Town to the CONSULTANT directing the CONSULTANT to begin contract work and establishing the date of commencement of the work.

Performance and Payment Bonds: Bonds executed by the Consultant and his Surety, assuring that the Consultant will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Consultant with labor, materials, or supplies, used directly or indirectly by the Consultant in the prosecution of the Work.

Plans: The drawings or reproductions thereof, prepared and sealed by the Architect/Engineer, which show the locations, character, dimensions and details of the work to be done and which are part of the Contract Documents.

Project: The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Consultant to fulfill the Consultant's obligations.

Project Cost: The sum of the construction costs, allowances for contingencies, the total cost of design professional and related services provided by consultant, and allowances for such other items as charges of all other professionals and consultants.

Project Manager: The Town's authorized representative designated to manage the Project.

Proposal Form: The form on which proposals are submitted

Scope of Service: Document which details the work to be performed by the Proposer.

SubCONSULTANT or Sub-consultant: Any person, entity, firm, or corporation, other than the employees of the Consultant, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Consultant and whether or not in private of Contract with the Consultant.

Town: A political subdivision, Incorporated Town within Broward County of the State of Florida, whose governing body is a Town Commission consisting of a Mayor, a Vice Mayor and three (3) Town Commission members.

Town Manager: The Manager of Town of Hillsboro Beach, Hillsboro Beach, Florida.

The words **“Work”, “Services”, “Program”, or “Project”**: All matters and things required to be done by the Proposer in accordance with the provisions of the Contract.

The words **“Directed”, “Required”, “Permitted”,**

“Ordered”, “Designated”, “Selected”, “Prescribed”, or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Town's Contract Manager; and similarly the words **"approved", "acceptable", "satisfactory", "equal", "necessary",** or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Town's Contract Manager. In resolving disputes and in all respects the Town Manager's decision shall be final.

1.2 VENDOR NOTIFICATION

It is the policy of the Town to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Solicitation are encouraged to submit proposals. To get solicitation document, specifications and updates go to: <https://DemandStar.com>

1.3 PROPOSERS RESPONSIBILITIES

Proposers are required to submit their bids upon the following express conditions:

- A. Proposers shall thoroughly examine the drawings, specifications, schedules, instructions, and all other contract documents.
- B. Proposers shall make all investigations necessary to thoroughly inform themselves regarding site(s) and facilities for delivery of material and equipment as required by the solicitation conditions. No plea of ignorance, by the Proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the Town or the compensation due the Proposer.

1.4 SUBMISSION OF PROPOSALS

Proposals and Addenda thereto shall be electronically submitted via DemandStar.com by the due/time specified. Late bids will not be accepted.

1.5 ADDENDA

The Town may issue an addendum in response to any inquiry received, prior to the proposal opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The Proposer should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict

between this solicitation and any addenda, the last addendum issued shall prevail. It is the Proposer's responsibility to ensure receipt of all addenda and any accompanying documents.

Proposer(s) shall acknowledge receipt of any formal Addenda. Failure to acknowledge Addenda shall deem the response non-responsive provided, however, that the Town may waive this requirement in its best interest.

1.16 REJECTION OF PROPOSAL

The Town reserves the right to reject any or all proposals prior to award. Reasonable efforts will be made to either award the contract or reject all proposals within one hundred and twenty (120) calendar days after proposals opening date.

1.7 WITHDRAWAL OF PROPOSAL

- A. Proposals may not be withdrawn and shall be deemed enforceable for a period of one hundred twenty (120) days after the time set for the proposal opening.
- B. Proposals may be withdrawn prior to the time set for the proposal opening. Such request must be in writing.
- C. The Town will permanently retain as liquidated damages the proposal deposit furnished by any Proposer who requests to withdraw a proposal after the Proposal opening.

1.8 LATE PROPOSALS OR MODIFICATIONS

Only proposals received as of opening date and time will be considered timely. Proposal and modifications received after the time set for the Proposal opening will be rejected as late.

1.9 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, Scope of receipt of services and a proper invoice. The Town cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Proposers should state any payment discount in the space provided on the Proposal form.

1.10 GOVERNMENT RESTRICTIONS

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance to the services offered in this proposal prior to delivery, it shall be the responsibility of the proposer to notify the City at once. The City reserves the right to accept the alteration or cancel the Contract at no expense to the Town.

1.11 NOTICE REQUIREMENTS UNDER THE AGREEMENT

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via e-mail (if provided

below) and followed with delivery of hard copy; and in any case addressed as follows:

To the Town Manager: Town of Hillsboro Beach
Office of the Town Manager
1210 Hillsboro Mile
Hillsboro Beach, FL 33062

and,

To the Town Attorney:

Donald J. Doody, Town Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

To the Consultant:

1.12 CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATIONS

If any person contemplating submitting a Proposal for this contract is in doubt as to the true meaning of the specifications or other Proposal documents or any part thereof, he/she may submit to the Purchasing Division on or before the date and time stated herein, a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the Proposal, if made, will be made only by Addendum duly issued. The Town will not be responsible for any other explanation or interpretation of the proposal made or given prior to the award of the contract.

1.13 INVOICING/PAYMENT

In accordance with Florida State Statutes, Chapter 218, payment will be made within forty-five (45) days after Notices will be sent to the Proposer at the e-mailaddress and to the person listed in the Proposal, as applicable.

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

1.14 EMPLOYEES

All employees of the Proposer shall be considered to be at all times the sole employees of the Proposer under the Proposer's sole direction, and not employees or agents of Town of Hillsboro Beach. The Proposer shall supply competent and physically capable employees and the Town is authorized to require the Proposer to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on Town property is not in the best interest of the Town.

1.15 AWARD OF PROPOSAL

The Town shall compensate the Consultant for the services

performed. Compensation shall be based on per unit cost and direct labor hours at specified hourly rates, including labor costs, indirect costs, and fee or profit, plus any other direct expenses or costs.

The Town also reserves the right to accept or reject any or all Proposals, part of Proposals, and to waive minor irregularities or variations to specifications contained in Proposals, and minor irregularities in the process.

- A. Responsibility: In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.
- B. Responsiveness: In order to be considered responsive to the solicitation, the firm's Proposal shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

1.16 PROTESTS

- A. Right to protest. Any Proposer or interested parties (hereinafter collectively referred to as the ("Proposer") who has a substantial interest in and is aggrieved in connection with the solicitation or proposed award of the RFP may protest to the Town Manager or designee. Protests arising from the decisions and votes of any evaluation or selection committee shall be limited to protests based upon alleged deviation(s) from the specifications, requirements and/or terms set forth in the RFP.
- B. Any protest concerning the RFP specifications, requirements, and/or terms must be made within three business days (for the purposes of this section, "business day" means a day other than Saturday, Sunday, or a national holiday), from the time the facts become known and, in any case, at least seven business days prior to the opening of the responses. Such protest must be made in writing (as provided for herein *Notice Requirements*) to the Town Manager and Town Attorney, and such protest shall state the particular grounds on which it is based and shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the requirements of this section. Failure to timely protest RFP specifications, requirements and/or terms is a waiver of the ability to protest the specifications, requirements and/or terms. The Town may request reasonable reimbursement for expenses incurred in processing any protest hereunder, which expenses shall include, but not be limited to, staff time, legal fees, and expenses (including expert witness fees), reproduction of documents and other out-of-pocket expenses.
- C. Authority to resolve protests. The Town Manager or designee shall have the authority to settle and resolve a protest concerning the solicitation or award of the RFP.
- D. Responsiveness. Prior to any decision being rendered

under this section with respect to a protest, the Town Manager and the Town Attorney, or their respective designees, shall certify whether the submission of the response to the RFP in question is responsive. The parties to the protest shall be bound by the determination of the Town Manager and the Town Attorney with regard to the issue of responsiveness.

- E. Decision and appeal procedures. If the protest is not resolved by mutual agreement, the Town Manager and the Town Attorney, or their respective designees, shall promptly issue a decision in writing. The decision shall specifically state the reasons for the action taken and inform the protestor of his or her right to challenge the decision. Any person aggrieved by any action or decision of the Town Manager, the Town Attorney, or their respective designees, with regard to any decision rendered under this section may appeal said decision by filing an original action in the Circuit Court of the Eleventh Judicial Circuit in and for Broward County, Florida, in accordance with the applicable court rules. Any action not brought in good faith shall be subject to sanctions including damages suffered by the Town and attorney's fees incurred by the Town in defense of such wrongful action.
- F. Distribution. A copy of each decision by the Town Manager and the Town Attorney shall be mailed or otherwise furnished immediately to the protestor.
- G. Stay of procurements during protests. In the event of a timely protest under this section, the Town shall not proceed further with the solicitation or with the award pursuant to the RFP unless a written determination is made by the Town Manager, that the award pursuant to the RFP must be made without delay in order to protect a substantial interest of the Town.
- H. The institution and filing of a protest under this section is an administrative remedy that shall be employed prior to the institution and filing of any civil action against the Town concerning the subject matter of the protest.
- I. Protests not timely made under this section shall be barred. Any basis or ground for a protest not set forth in the letter of protest required under this section shall be deemed waived.
- J. At the time, the Town Manager's written recommendation for award of the RFP is presented at a meeting of the Mayor and Town Commission, the Town Attorney, or designee, shall present a report to inform the Mayor and Town Commission of any legal issues relative to any protest filed in connection with the RFP in question.
- K. The determination of the Town Manager and the Town Attorney with regards to all procedural and technical matters shall be final.
- L.

1.17 AGREEMENT

An agreement shall be sent to the awarded Proposer to be signed, witnessed, and returned to the Town for execution. The Town will provide a copy of the fully executed agreement to the awarded Proposer.

1.18 DISQUALIFICATION OF PROPOSERS

A Proposer may be disqualified temporarily or permanently, and his/her Proposal(s) rejected for:

Poor performance or default, in the Town's opinion, on previous contracts with the Town. Poor performance or default, in the Town's opinion, on previous contracts with other public entities. Insufficient financial or company size, in the Town's opinion, to perform the requirements of the contract.

1.19 SUBCONTRACTING

The Proposer will not assign, transfer or sub-contract any work either in whole or in part, without prior written approval of the Town. The Proposer shall furnish in writing to the Town the names of the SubCONSULTANTS. The Proposer shall not contract with any SubCONSULTANTS to whom the Town has made reasonable and timely objection. The final SubCONSULTANTS list shall be presented to the Town.

1.20 ASSIGNMENT

The successful Proposer shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the Town and Town's approval.

1.21 DEBARRED OR SUSPENDED PROPOSERS

The Proposer or Proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subCONSULTANTS are presently debarred or suspended by any Federal Town or agency.

1.22 COLLUSION

The proposer, by affixing his signature to this Proposal, agrees to the following: "Proposer certifies that his/her Proposal is made without previous understanding, agreement, or connection with any person, firm or corporation, making a Proposal for the same items, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

1.23 PATENTS AND COPYRIGHTS

It shall be understood and agreed that by the submission of a Proposal, the Proposer, if awarded a contract, shall save harmless and fully indemnify the Town and any of its officers or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright, of any person or

persons, association, or corporation, as the result of the use of such articles by the Town, or any of its officers, agents, or employees, and of which articles the Consultant is not the patentee, assignee, licensee, or owner, or lawfully entitled to sell same.

- A. The Consultant shall be liable and responsible for any and all claims made against the Town for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the Town's continued use of the deliverables furnished hereunder. Accordingly, the Consultant at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the Town and defend any action brought against the Town with respect to any claim, demand, and cause of action, debt, or liability.

The Consultant shall be solely responsible for determining and informing the Town whether a prospective supplier or subCONSULTANT is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any deliverable hereunder. The Consultant shall enter into agreements with all suppliers and subCONSULTANTS at the Consultant's own risk. The Town may reject any deliverable that it believes to be the subject of any such litigation or injunction, or if, in the Town's judgment, use thereof would delay the Work or be unlawful.

1.24 PUBLIC RECORDS LAW

Pursuant to Florida Statute 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding Proposers' requests to the contrary, at the time the Town provides notice of a decision or intended decision, or thirty (30) days after Proposal or bid opening, whichever is earlier.

Financial statements submitted in response to a request by the Town are confidential and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Proposers are hereby notified and agree that all information submitted as part of, or in support of bid/proposal submittals will be available for public inspection after opening of bids/proposals in compliance with Chapter 119 of the Florida Statutes. The Proposer shall not submit any information in response to this invitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the Town in connection with this RFP shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Proposer. In the event

that the Proposer submits information to the Town in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid/proposal as protected or confidential, the Town shall endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the bid/proposal. The redaction or return of information pursuant to this clause may render a Proposal/response non-responsive.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONSULTANT SHALL COMPLY WITH THE REQUIREMENTS OF FLORIDA STATUTES 119.071 TO THE EXTENT APPLICABLE TO CONSULTANT. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELE:954-427-4011, E-MAIL: SHENDERSON@TOWNOFHILLSBOBEACH.COM, AND MAILING ADDRESS: TOWN OF HILLSBORO BEACH TOWN HALL 1210 HILLSBORO MILE, HILLSBORO BEACH, FL 33062.

1.25 EXCEPTIONS TO PROPOSAL

The Proposer must clearly indicate any exceptions they wish to take to any of the terms in this Proposal, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The Town, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the Town shall require the Proposer to comply with the particular term and/or condition of the RFP to which the Proposer took exception to (as said term and/or condition was originally set forth on the RFP.)

1.26 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Proposer shall indemnify and hold harmless the Town and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Agreement.

Nothing herein shall be construed to extend the Town's liability beyond that provided in Section 768.28, Florida Statutes.

1.26.1 Indemnification and Insurance:

1.26.1.1 It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Town guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subCONSULTANT, in connection with this Agreement.

1.26.1.2 To the extent provided by law, Town of Hillsboro Beach shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Town of Hillsboro Beach, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Town of Hillsboro Beach hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Town of Hillsboro Beach's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Town of Hillsboro Beach to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Town of Hillsboro Beach to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

1.26.1.3 Town of Hillsboro Beach agrees to include the following indemnification in all contracts with CONSULTANTS,

subCONSULTANTS, consultants, or sub consultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, Consultant shall indemnify, defend, and hold harmless the Town of Hillsboro Beach and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Consultant, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Consultant.

The foregoing indemnification shall not constitute a waiver of the Department's or Town of Hillsboro Beach's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by Consultant to indemnify Town of Hillsboro Beach for the negligent acts or omissions of Town of Hillsboro Beach, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by Consultant to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

1.27 COPELAND "ANTI-KICKBACK"

Consultant and all subCONSULTANTS will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Town of Labor regulations (29 CFR Part 3).

1.28 CHOICE OF LAW

If and when this contract is disputed, and should it be necessary to litigate, the substantive and procedural laws of the State of Florida shall govern the outcome of such litigation. This shall apply notwithstanding such factors which include, but are not limited to, place where contract is entered into, place where accident arises and choice of law principles.

1.29 CLAIMS

Successful Proposer(s) will be responsible for making any and all claims against carriers for missing or damaged items.

1.30 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.31 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/proposal on a contract to provide any goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/proposals on leases of real property to a public entity, may not be awarded or perform work as a Consultant, supplier, subCONSULTANT, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.32 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid/proposal on a contract to provide goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit bids/proposals on leases of real property to a public entity, may not award or perform work as a CONSULTANT, supplier, subCONSULTANT, or consultant under contract with any public entity, and may not transact business with any public entity.

1.33 DRUG-FREE WORKPLACE PROGRAM

Proposers are required to maintain and enforce a Drug-Free Workplace Program for the duration of the agreement and any extensions thereof. Proposers shall complete and submit a copy of the attached form with their Proposal.

1.34 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Proposers shall sign and submit the attached form indicating understanding and compliance with the State's policies prohibiting solicitation and acceptance of gifts by public officers, employees, or candidates.

Failure to submit this signed form will result in your Proposal being declared non-responsive; provided, however, that the low Proposer may be given the opportunity to submit the form to the Town within five (5) calendar days after notification by the Town, if this is determined to be in the best interest of the Town.

1.35 ACCESS TO RECORDS

The Consultant shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. In accordance with Subsection 20.055 (5)(c), F.S., the Inspector General and staff shall have access to any records, data, and other information of the Agency deemed necessary to carry out his or her duties. The Consultant agrees to make available to the Town Auditor or the Town Auditor's designee, during normal business hours and in Broward, Miami- Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Consultant shall retain all books of account, reports, and records relating to this contract for the

duration of the contract and for five (5) years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Town of State, whichever is later.

BEST INTEREST OF TOWN OF HILLSBORO BEACH

Town of Hillsboro Beach reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, and to make awards in the best interest of the Town.

1.37 INSURANCE REQUIREMENTS

The Proposer shall maintain and carry in full force during the Term the insurance required herein. Upon Town's notification, the Proposer shall furnish to the Purchasing Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

The successful Proposer shall furnish to the Town the certification or proof of insurance required by the provisions set forth above, within ten (10) days of notification of award.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by Town of Hillsboro Beach.

The Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Town.

The selected firm shall provide a Certificate of Insurance listing Town of Hillsboro Beach and heFlorida Department of Transportation as "Certificate Holder" and "Town of Hillsboro Beach and the Florida Department of Transportation" is Additional Insurance as respect to coverage noted."

The certification or proof of insurance must contain a provision for notification to the Town thirty (30) days in advance of any material change in coverage or cancellation.

A. WORKER'S COMPENSATION INSURANCE

Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees), but no less than \$1,000,000 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of Town of Hillsboro Beach and its agents, employees and officials. The Consultant further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. LIABILITY INSURANCE

a. Naming Town of Hillsboro Beach and Florida

Department of Transportation as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.

- b. Professional Liability (Errors and Omissions) coverage shall include coverage for all claims arising out of the services performed with limits not less than \$1,000,000 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.

C. COMPREHENSIVE GENERAL LIABILITY

Insurance including, but not limited to, Independent, Consultant, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than Two Million and 00/100 Dollars (\$2,000,000.00), each occurrence; and property damage of not less than One Million and 00/100 Dollars (\$1,000,000.00), each occurrence. (Combined single limits of not less than Two Million and 00/100 Dollars [\$2,000,000.00], each occurrence, will be acceptable unless otherwise stated.) Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage and Fire Legal Liability of not less than Fifty Thousand and 00/100 Dollars (\$50,000.00) per occurrence, unless otherwise stated by exception herein.

COMPREHENSIVE AUTOMOBILE AND TRUCK LIABILITY

Insurance covering owned, hired, and non-owned vehicles with combined single limits of not less than One Million and 00/100 Dollars (\$1,000,000.00), each occurrence. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

D. WAIVER OF SUBROGATION

Required insurance coverages shall not prohibit the service provider from waiving the right of subrogation prior to a loss. Service provider shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

E. DEDUCTIBLE

Any deductible or self-insured retention must be approved in writing by the Town and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

F. FAILURE TO MAINTAIN COVERAGE

The service provider agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the Town. The

Town shall have the right to withhold any payment due the service provider until compliance with the insurance provisions of this agreement are satisfied.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Proposer. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications: The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Town's Risk Management Division.

NOTE: TOWN OF TOWN OF HILLSBORO BEACH CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Proposer of this liability and obligation under this section or under any other section in the Agreement.

1.38 PERFORMANCE AND PAYMENT BOND:

If a performance bond is required in Special Conditions, the CONSULTANT shall provide a bond in the amount as indicated.

1.39 ELECTRONIC SUBMITTAL

Respondents shall submit all proposal documents electronically through www.demandstar.com.

The Town is not under any obligation and does not guarantee that prospective Proposers will receive email notifications concerning the posting, amendment or close of solicitations. Prospective Proposers are responsible for checking the DemandStar.com website for information and updates concerning solicitations. It shall be the Proposer's responsibility to verify the validity of all Proposal information received by sources other than those listed.

1.40 DISCLAIMER

Town of Hillsboro Beach may, in its sole and absolute discretion without prejudice or liability, accept or reject, in whole or in part, for any reason whatsoever any or all Proposals; re-advertise this RFP; postpone or cancel at any time this RFP process; or waive any formalities of or irregularities in the process. Proposals that are not submitted on time and/or do not conform to Town of Hillsboro Beach's requirements will not be considered. After all Proposals are analyzed, Proposer(s) submitting Proposals that appear, solely in the opinion of Town of Hillsboro Beach, to be the most qualified, shall be submitted to Town of Hillsboro Beach Commission, and the final selection will be made thereafter with a timetable set solely by Town of Hillsboro Beach. The selection by Town of Hillsboro Beach shall be based on the RFP, which is, in the sole opinion of the Town Commission, in the best interest of Town of Hillsboro Beach. In all cases Town

of Hillsboro Beach shall have no liability to any Proposal for any costs or expense incurred in connection with this RFP.

1.41 CONFIDENTIALITY

As a political subdivision, Town of Hillsboro Beach is subject to the Florida Government in the Sunshine Act and Public Records Law. By submitting a Proposal, Proposer acknowledges that the materials submitted with the Proposal and the results of Town of Hillsboro Beach's evaluation are open to public inspection upon proper request. Proposer should take special note of this as it relates to proprietary information that might be included in its Proposal.

1.42 NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning the Agreement shall be of no force or effect, and that the Agreement may be modified, altered, or amended only by a written amendment duly executed by both parties hereto and their authorized representatives.

The Proposer shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the Town in all aspects of the Services performed hereunder.

The Proposer acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Proposer shall perform the same as though they were specifically mentioned, described, and delineated.

The Proposer shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the Town's Contract Manager.

The Proposer acknowledges that the Town shall be responsible for making all policy decisions regarding the Scope of Services. The Proposer agrees to provide input on policy issues in the form of recommendations.

The Proposer agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the Town. The Proposer agrees to act in

an expeditious and fiscally sound manner in providing the Town with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

1.43 PAYMENT FOR SERVICES / AMOUNT OBLIGATED

The Proposer warrants that it has reviewed the Town's requirements and has asked such questions and conducted such other inquiries as the Proposer deemed necessary in order to determine the price the Proposer will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Proposal Form. The Town shall have no obligation to pay the Proposer any additional sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the Town and experienced, and licensed the Proposer.

All Services undertaken by the Proposer before Town's approval of this Contract shall be at the Proposer's risk and expense.

1.44 PROPOSALS FIRM FOR ACCEPTANCE:

Proposer warrants, by virtue of submitting a proposal, that the Proposal and the prices quoted in the Proposal will be firm for acceptance by the Town for a period of one hundred twenty (120) days from the date of Proposal opening unless otherwise stated in the RFP.

1.45 MANNER OF PERFORMANCE

- A. The Proposer shall provide the services described herein in a competent and professional manner satisfactory to the Town in accordance with the terms and conditions of the Agreement. The Town shall be entitled to a satisfactory performance of all services described herein and to full and prompt cooperation by the Proposer in all aspects of the services. At the request of the Town, the Proposer shall promptly remove from the project any Proposer's employee, subCONSULTANT, or any other person performing Services hereunder. The Consultant agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Proposer.
- B. The Proposer agrees to defend, hold harmless and indemnify the Town and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the Town, occurring on account of, arising from or in connection with the removal and replacement of any Proposer's personnel performing services hereunder at the behest of the Town. Removal and replacement of any Proposer's personnel as used in this Article shall not require the termination and or demotion of such Proposer's personnel.

- C. The Proposer agrees that at all times it will employ, maintain and assign to the performance of the services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Proposer agrees to adjust its personnel staffing levels or to replace any of its personnel upon reasonable request from the Town, should the Town make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- D. The Proposer warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- E. The Proposer shall at all times cooperate with the Town and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

The Proposer shall comply with all provisions of all Federal, State, and local laws, Statutes, Ordinances, and regulations that are applicable to the performance of the Agreement.

1.46 INDEPENDENT CONSULTANT RELATIONSHIP

The Consultant is, and shall be, in the performance of all work services and activities under the Agreement, an independent Consultant, and not an employee, agent or servant of the Town. All persons engaged in any of the work or services performed pursuant to the Agreement shall at all times, and in all places, be subject to the Consultant's sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the Town shall be that of an independent Consultant and not as employees and agents of the Town.

The Consultant does not have the power or authority to bind the Town in any promise, agreement or representation other than specifically provided for in the Agreement.

1.47 AUTHORITY OF THE TOWN'S PROJECT MANAGER

- A. The Consultant hereby acknowledges that the Town's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including but not limited to: questions as to the value, acceptability and fitness of the services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of

Services; and claims for damages, compensation and losses.

- B. The Proposer shall be bound by all determinations or orders and shall promptly comply with and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Consultant agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- C. The Consultant must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Consultant and the Project Manager are unable to resolve their difference, the Consultant may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
 - a. In the event of such dispute, the parties to the Agreement authorize the Town Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the Town Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the Town Manager within 10 days of the occurrence, event or act out of which the dispute arises. The Town Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Consultant's performance or any deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Town Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement.
 - b. All such disputes shall be submitted in writing by the Consultant to the Town Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the Town Manager is entitled to exercise discretion or judgment or to make a determination or form

an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken.

- c. The Town Manager shall render a decision in writing and deliver a copy of the same to the Consultant. Except as such remedies may be limited or waived elsewhere in the Agreement, Consultant and the Town reserve the right to pursue any remedies available under law after exhausting the provisions of this Article.

1.48 MUTUAL OBLIGATIONS

The Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

Nothing in the Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

In those situations, where the Agreement imposes an indemnity or defense obligation on the Consultant, the Town may, at its expense, elect to participate in the defense if the Town should so choose. Furthermore, the Town may at its own expense defend or settle any such claims if the Consultant fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Consultant.

1.49 QUALITY ASSURANCE / QUALITY ASSURANCE RECORD KEEPING

The Consultant shall maintain, and shall require that its subCONSULTANT and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Consultant and its subCONSULTANTS and suppliers shall retain such records, and all other documents relevant to the Services furnished under the Agreement for a period of five (5) years from the expiration date of the Agreement and any extension thereof.

1.50 SUBSTITUTION OF PERSONNEL

In the event the Consultant wishes to substitute personnel for the key personnel identified by the

Consultant's Proposal, the Consultant must notify the Town in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

1.51 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Consultant understands and agrees that any assumptions, parameters, projections, estimates, and explanations presented by the Town were provided to the Consultant for evaluation purposes only. However, since these assumptions, parameters, projections, estimates, and explanations represent predictions of future events, the Town makes no representations or guarantees, the Town shall not be responsible for the accuracy of the assumptions presented, the Town shall not be responsible for conclusions to be drawn there from, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Consultant. The Consultant accepts all risks associated with using this information.

1.52 SEVERABILITY

If the Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision.

1.53 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- A. The Town may terminate the Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the Town through fraud, misrepresentation, or material misstatement.
- B. The Town may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Town. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- C. Consultant acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by the Town, the receipt and adequacy of which is hereby acknowledged by Consultant is given specific consideration to Consultant for Town's right to terminate this Agreement for convenience.
- D. The Town, through its Town Manager, and for its convenience and without cause, terminate the Contract at any time during the term by giving effective within fifteen (15) days following receipt by the Consultant of such notice. If the Contract is terminated for convenience by the Town, the Consultant shall be paid for any services satisfactorily performed up to the date of termination; following which the Town shall be discharged from any and all liabilities, duties, and terms arising out, or by virtue of, this Contract.
- E. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement may be debarred from Town contracting in accordance with the Town debarment procedures. The Consultant may be

subject to debarment for failure to perform.

In addition to cancellation or termination as otherwise provided in the Agreement, the Town may at any time, in its sole discretion, with or without cause, terminate the Agreement by written notice to the Consultant and in such event:

F. The Consultant shall, upon receipt of such notice, unless otherwise directed by the Town:

1. Stop work on the date specified in the notice ("the Effective Termination Date").
2. Take such action as may be necessary for the protection and preservation of the Town's materials and property.
3. Cancel orders.
4. Assign to the Town and deliver to any location designated by the Town any non-cancelable orders for deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement and not incorporated in the Services.
5. Take no action which will increase the amounts payable by the Town under the Agreement.

G. In the event that the Town exercises its right to terminate the Agreement pursuant to this Article the Consultant will be compensated as stated in the payment Articles, herein, for the:

1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
2. Non-cancelable deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement but not incorporated in the Services.

H. All compensation pursuant to this Article is subject to audit.

1.54 EVENT OF DEFAULT

A. An Event of Default shall mean a breach of the Agreement by the Consultant. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

1. The Consultant has not delivered deliverables on a timely basis.
2. The Consultant has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel.

3. The Consultant has failed to make prompt payment to subCONSULTANTS or suppliers for any Services.

4. The Consultant has become insolvent (other than as interdicted by the bankruptcy laws) or has assigned the proceeds received for the benefit of the Consultant's creditors, or the Consultant has taken advantage of any insolvency statute or debtor/creditor law or if the Consultant's affairs have been put in the hands of a receiver.

5. The Consultant has failed to obtain the approval of the Town where required by the Agreement.

6. The Consultant has failed to provide "adequate assurances" as required under subsection "B" below; and

7. The Consultant has failed in the representation of any warranties stated herein.

B. When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Consultant's ability to perform the Services or any portion thereof, the Town may request that the Consultant, within the time frame set forth in the Town's request, provide adequate assurances to the Town, in writing, of the Consultant's ability to perform in accordance with terms of the Agreement. Until the Town receives such assurances the Town may request an adjustment to the compensation received by the Consultant for portions of the Services which the Consultant has not performed. In the event that the Consultant fails to provide to the Town the requested assurances within the prescribed time frame, the Town may:

1. Treat such failure as a repudiation of the Agreement.
2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

C. In the event the Town shall terminate the Agreement for default, the Town or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

1.55 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Consultant shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost revenues.
- B. The difference between the cost associated with

procuring Services hereunder and the amount actually expended by the Town for procurement of Services, including procurement and administrative costs; and,

C. Such other direct damages.

The Consultant shall also remain liable for any liabilities and claims related to the Consultant's default. The Town may also bring any suit or proceeding for specific performance or for an injunction.

1.56 PROPRIETARY RIGHTS

A. The Proposer hereby acknowledges and agrees that the Town retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the Town to the Proposer hereunder or furnished by the Proposer to the Town and/or created by the Proposer for delivery to the Town, even if unfinished or in process, as a result of the Services the respondent performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Proposer as well as its employees, agents, subCONSULTANTS and suppliers may use only in connection with the performance of Services under this Agreement. The Proposer shall not, without the prior written consent of the Town, use such documentation on any other project in which the Proposer or its employees, agents, subCONSULTANTS, or suppliers are or may become engaged. Submission or distribution by the Proposer to meet

official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the Town's copyrights or other proprietary rights.

B. All rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Proposer and its subCONSULTANTS specifically for the Town, hereinafter referred to as "Developed Works" shall become the property of the Town.

C. Accordingly, neither the Proposer nor its employees, agents, subCONSULTANTS, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Proposer, or any employee, agent, subCONSULTANT, or supplier thereof, without the prior written consent of the Town, except as required for the Proposer's performance hereunder.

1.57 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Proposer agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules and regulations which may

pertain to the Services required under the Agreement, including but not limited to:

A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

B. Occupational Safety and Health Act (OSHA) as applicable to this contract.

C. Environmental Protection Agency (EPA), as applicable to this Contract.

D. All Consultants and subCONSULTANTS performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability, or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

E. Florida Building Code (FBC).

F. Notwithstanding any other provision of the Agreement, Consultant shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Consultant, constitute a violation of any law or regulation to which Consultant is subject, including, but not limited to, laws and regulations requiring that Consultant conduct its operations in a safe and sound manner.

G. Neither Town of Hillsboro Beach nor any of its CONSULTANTS or their subCONSULTANTS shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of Town of Hillsboro Beach or the locality during tenure or for two (2) years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to Town of Hillsboro Beach, Town of Hillsboro Beach, with prior approval of the Florida Department of Transportation, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by Town of Hillsboro Beach or the locality relating to such contract, subcontract or arrangement.

1.58 FORCE MAJEURE

The Agreement which is awarded to the successful Proposer may provide that the performance of any act by the Town or Proposer hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Town shall have the right to provide substitute service from third parties or Town forces and in such event the Town shall withhold payment due Proposer for such period of time. If the condition of force majeure exceeds a period of 14 days the Town may, at its option and discretion, cancel or

renegotiate the Agreement.

1.59 NONDISCRIMINATION

During the performance of this Contract, Proposer agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age, or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the job training. By entering into this Contract with the Town, the Proposer attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Proposer or any owner, subsidiary or other firm affiliated with or related to the Proposer is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Proposer submits a false affidavit or the Consultant violates the Act during the term of this Contract, even if the Proposer was not in violation at the time it submitted its affidavit.

1.60 CONFLICT OF INTEREST/COVENANT AGAINST CONTINGENT FEES:

The Proposer warrants that no person or agency has been employed or retained to solicit or obtain this contract upon agreement or understanding for a contingent fee.

Further, the Proposer represents that:

No officer, director, employee, agent, or other consultant of the Town or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the grant of the Agreement.

- A. There are no undisclosed persons or entities interested with the Proposer in the Agreement. The Agreement is entered into by the Proposer without any connection with any other entity or person making a Proposal for the same purpose, and without collusion, fraud, or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the

Town, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

1. Is interested on behalf of or through the Proposer directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
 2. Is an employee, agent, advisor, or consultant to the Consultant or to the best of the Proposer's knowledge, any subCONSULTANT or supplier to the Proposer.
- B. Neither the Proposer nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Proposer shall have an interest which is in conflict with the Proposer's faithful performance of its obligations under the Agreement; provided that the Town Attorney, in its sole discretion, may consent in writing to such a relationship, and provided the Proposer provides the Town with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the Town's best interest to consent to such relationship.
- C. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under the Agreement and those provided by statute, the stricter standard shall apply.
- D. In the event Proposer has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Proposer shall promptly bring such information to the attention of the Town's Attorney. Proposer shall thereafter cooperate with the Town Attorney's review and investigation of such information and comply with the instructions Proposer receives from the Contract Manager in regard to remedying the situation.

1.61 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Proposer, its employees, agents, subCONSULTANTS, and suppliers, without the express written consent of the Town:

- A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Town, or the Work being performed hereunder, unless the Proposer first obtains the written approval of the Town. Such approval may be withheld if for any reason the Town believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- B. Communicate in any way with any Consultant, Town, board, agency, Commission or other organization or any person whether governmental or private in

connection with the Services to be performed hereunder except upon prior written approval and instruction of the Town; and

- C. Represent, directly or indirectly, that any product or service provided by the Proposer, or such parties has been approved or endorsed by the Town, except as may be required bylaw.

1.62 BANKRUPTCY

The Town reserves the right to terminate this contract if, during the term of any contract the Proposer has with the Town, the Proposer becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law.

1.63 GOVERNING LAW/VENUE

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Broward County and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

1.64 SURVIVAL

The parties acknowledge that any of the obligations in the Agreement will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Proposer and the Town under the Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation, or expiration hereof.

1.65 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any Town employee. Only those communications which are in writing from an authorized Town representative may be considered. Only written communications from Proposer, which are assigned by a person designated as authorized to bind the Proposer, will be recognized by the Town as duly authorized expressions on behalf of Proposer.

1.66 PROHIBITION OF INTEREST

No contract will be awarded to a proposing firm who has Town elected officials, officers or employees affiliated with it, unless the proposing firm has fully complied with current Florida State Statutes relating to this issue. Proposers must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Proposer or termination of the agreement, removal of the Proposer from the Town's Proposer lists, and prohibition from engaging in any business with the Town.

1.67 NO CONTINGENT FEES

Vendor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Vendor to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. For the breach or infraction of this provision, the Town shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

1.68 E-VERIFY

Any CONSULTANT/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Town of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of:

- (a) all persons employed during the contract term by the Consultant to perform employment duties within Florida; and
- (b) all persons (including subCONSULTANTS) assigned by the Consultant to perform work pursuant to the contract with the State agency.

1.69 BUDGETARY CONSTRAINTS

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

1.70 SOVEREIGN IMMUNITY

Nothing in the Agreement shall be interpreted or construed to mean that the Town waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute.

1.71 SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

As a condition precedent to the effectiveness of this Agreement, subject to Odebrecht Construction, Inc., v. Prasad, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Town of Transportation, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Consultant certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2020), as may be amended or revised. As a condition precedent to any contract for goods or services of any amount and as a condition precedent to the renewal of any contract for goods or services of any

amount, the Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), and that it is not engaged in a boycott of Israel. The Town may terminate this Agreement at the Town's option if the Consultant is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2020), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2020), as may be amended or revised.

1.72 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING -- F.S.

287.05701: Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the Town will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the Town's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

END OF SECTION

SECTION 2.0 SPECIAL CONDITIONS

2.1 COMPETENCY OF PROPOSERS

Proposals shall be considered only from firms that have been continuously engaged in providing products and services similar to those specified herein for a minimum of five (5) years and that are presently engaged in the provision of these services. Contract(s) will be awarded only to responsible and responsive Proposer(s) qualified by experience to do the work specified.

The Proposer shall submit, prior to award of Contract, satisfactory evidence of his experience in like work and that he is fully prepared with the necessary organization, capital, and personnel to complete the Scope of Services. Proposer shall be insured, licensed and certified by all applicable local, county, and state agencies.

2.2 PERFORMANCE OF SERVICES

Proposer agrees to perform services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality services shall be acceptable. Services, equipment and workmanship not conforming to the intent of the Agreement or meeting the approval of the Town may be rejected.

2.3 CONTRACT TERM

The contract term shall commence upon final execution of the contract by the Town and shall expire upon the completion of services.

2.4 UNAUTHORIZED WORK

The Successful CONSULTANT(s) shall not begin work until a Contract has been awarded by the Town Commission and a notice to proceed has been issued. CONSULTANT(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the CONSULTANT(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the CONSULTANT(s) from commencing the work once the Town Commission has awarded the contract and notice to proceed is issued.

If the Proposer is awarded a contract under this solicitation, the price agreed between the Town and the selected Proposer shall remain fixed and firm during the term of contract, except for any change orders or variations that may be approved, which must meet the prior approval and authorization of the Town.

2.5 REQUESTS FOR INFORMATION

For Requests for Information (RFI) prior to the Proposal opening, the Proposer is to follow this procedure. For information concerning specifications please contact

procurement@townofhillsborobeach.com. Questions of a material nature must be received prior to the cutoff date specified in the solicitation. Material changes, if any, to the scope of services or proposal procedures will only be transmitted by written addendum. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a Proposal will be considered evidence that the Proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire Proposal response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted shall become part of any contract that is created from this RFP.

2.6 PROPOSER AS AN INDEPENDENT CONSULTANT

It is expressly agreed that the Proposer is an independent CONSULTANT and not an agent of Town. The Proposer shall not pledge or attempt to pledge the credit of Town or in any other way attempt to bind the Town.

2.7 PROPOSER'S REPRESENTATIONS

Proposer must familiarize itself with the nature and extent of the Solicitation Documents, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the services.

Proposer must give Project Manager written notice of all conflicts, errors or discrepancies that he has discovered in the Solicitation Documents and the written resolution thereof by Project Manager is acceptable to Proposer.

2.8 PERSONNEL

Proposer's personnel shall carry photo identification, commercial driver's license, and show same to Town personnel at any time upon request. The Town reserves the right to request the same of SubCONSULTANTS.

2.9 REQUIRED LICENSES AND CERTIFICATIONS

Proposer must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of proposal submission.

2.10 FEDERAL CONTRACT PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

During the performance of the contract, CONSULTANT shall comply with the Equal Employment Opportunity Clause (41 CFR 60- 1.4(b)):

a) CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their

race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

b) CONSULTANT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONSULTANT's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

c) CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

d) CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

e) In the event of the CONSULTANT's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

f) CONSULTANT will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraph 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subCONSULTANT or vendor. The CONSULTANT will take such action

with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subCONSULTANT or vendor as a result of such direction by the administering agency the CONSULTANT may request the United States to enter into such litigation to protect the interest of the United States.

END OF SECTION

SECTION 3.0 - SCOPE OF SERVICES
TOWN OF HILLSBORO BEACH VULNERABILITY ASSESSMENT STUDY
RFQ NO.: 2025-02-01

3.1 PURPOSE AND INTENT:

Pursuant to Florida Statute §287.055, the Consultants' Competitive Negotiations Act, the Town of Hillsboro Beach ("Town") is actively seeking a qualified, experienced, and licensed firm to complete a Town-wide comprehensive Vulnerability Assessment Study pursuant to Section 380.093, Florida Statutes (F.S.)

The Vulnerability Assessment will allow the Town to judge the vulnerability of its infrastructure and critical facilities resulting in the development of mitigation and adaptation strategies for existing infrastructure. The climate adaptation plan shall include recommendations to be considered for future Town critical facilities.

The study along with the identification of critical assets, and the development of an adaptation plan shall be in response to potential climate change in accordance with the scope of services as outlined herein.

The Town was awarded a Vulnerability Assessment Grant through the Resilient Florida Program. The project will be funded by the Florida Department of Environmental Protection (FDEP) Grant 25PLN43.

3.2 PROJECT LOCATION

The Town of Hillsboro Beach, located in Broward County, Florida is situated on a narrow peninsula between the Intracoastal Waterway and the Atlantic Ocean. The Town's has one road and its total length is about 3 miles and at its widest part is only about 900 feet. The neighboring communities are: To the North: Deerfield Beach, to the South: Pompano Beach and to the West (across the Intracoastal Waterway) Lighthouse Point.

3.3 PROJECT DESCRIPTION

The qualified consultant will create for the Town of Hillsboro Beach a comprehensive Vulnerability Assessment (VA) Plan pursuant to Section 380.093, Florida Statutes (F.S.). The Town has limited resources, and it will be the responsibility of the selected consultant to provide all data necessary for a comprehensive plan that will be both accepted and approved by the state.

In order to assess the Town of Hillsboro Beach's vulnerability to adverse impacts from flooding resulting from increases in frequency and duration of rainfall events, more frequent and severe weather systems, and sea level rise, the Town will conduct the necessary community resilience data collection and analysis, as well as the required planning, amendments, and policies that will allow the Town of Hillsboro

Beach's community to prepare for potential threats and protect critical assets from the effects of flooding and sea level rise.

The vulnerability assessment will include public outreach meetings and community engagement, review of publicly available information, inundation mapping and modeling, critical asset evaluation, peril of flood comprehensive plan amendments as required by law and a vulnerability assessment report to be submitted to Florida Department of Environmental Protection (FDEP) in compliance with Section 380.093, F.S. and the Certification Checklist required by FDEP.

The Vulnerability Assessment will identify direct risks to our community and guide the creation of an adaptation policy for an updated safety element compliant with Section 380.093, F.S. An innovative public engagement process will collaborate with Town residents and stakeholders, with particular emphasis on how to implement measures to mitigate identified risks with minimal public impacts. The project will support local and regional adaptation planning efforts on the transportation system.

It is the goal of the Town of Hillsboro Beach to address near, mid and long-term infrastructure planning/prioritization and investments to safeguard the community, ensure the continuity of business activity, and preserve roadways, utilities, and property values. The Vulnerability Assessment for the Town of Hillsboro Beach should address the need to analyze and prioritize projects and enhancements that reduce impact to critical and regionally significant assets from flooding and sea level rise.

3.4 **MINIMUM QUALIFICATIONS**

Firms must possess sufficient financial support, equipment and organization to insure that it can satisfactorily perform the services if awarded a contract. The firms must demonstrate that it, or the principals assigned to the project, have successfully provided services, with similar magnitude to those specified in the scope of services, to at least one entity similar in size and complexity to the Town of Hillsboro Beach and the managerial and financial ability to successfully perform the work.

Consultant(s) must be appropriately licensed and registered with the State of Florida. Firm shall satisfy each of the following requirements cited below. Failure to do so may result in the SOQ being deemed non-responsive.

- 3.4.1 Before awarding a contract, the Town reserves the right to require that a firm submit such evidence of his/her qualifications as the Town may deem necessary. Further, the Town may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, and performance evaluations for services, in making the award in the best interest of the Town.
- 3.4.2 Firm or principals shall have no record of judgments, pending lawsuits against the Town or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the Town Commission. Neither Firm nor

any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the Town, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the Town.

- 3.4.3 Consultant(s) must be appropriately licensed and registered with the State of Florida by award of contract.

3.5 SCOPE OF WORK

The selected professional engineering firm (Consultant) will complete the Town of Hillsboro Beach Comprehensive Vulnerability Assessment Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.).

3.6 TASKS AND DELIVERABLES

3.6.1 TASK 1: ACQUIRE BACKGROUND DATA

The Consultant will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata must be included for each dataset compiled and each asset dataset must be classified using the asset groups and types defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, and raw data sources shall be defined within the associated metadata. Flood-scenario related data should make use of the best available information through the Florida Flood Hub. If Florida Flood Hub data is unavailable, flood scenario-related data shall include:

- Planning horizons: 2050 and 2080.
- Sea level rise projections: 2022 National Oceanic and Atmospheric Administration intermediate and intermediate-low projections.
- Tidal flooding, if applicable: Using the threshold for tidal flooding published by the Department.
- Storm surge data, if applicable: Equal to or exceeds the 100-year return period (1% annual chance) flood event.
- Rainfall-induced flooding, to the extent practicable: 100-year (1% annual chance) and 500- year (0.2% annual chance) return period flood events.
 - o Rainfall-induced flooding analysis is required for all non-coastal communities. In the process of compiling

background data, the Consultant shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Consultant shall take all practicable steps to rectify any gaps of data necessary to complete analysis of required scenarios.

Task 1 - DELIVERABLES:

The Consultant will provide the following:

- A Background Data Catalog consistent with the GIS Data Standards (Table 1) that outline the datasets compiled and the raw data sources;
- Complete the Flood Risk Scenario Matrix consistent with the GIS Data Standards (Table 2) that outline the different flood risk scenarios, planning horizons, return periods, and similar parameters of the VA; and
- Compiled GIS datasets for each of the three main background data categories. To be provided in a single-file geodatabase or zipped folder, whenever possible.
 - o GIS files of the critical asset datasets that are not publicly available nor already included in the statewide flood vulnerability and sea level rise data set, containing appropriate metadata, consistent with the GIS Data Standards, and classified using the asset groups and types defined in paragraphs 380.093(2)(a)1-4, F.S.
 - o Topographic and other Raster Flood Risk Data that are not publicly available nor already included in the statewide flood vulnerability and sea level rise data set.

3.6.2 TASK 2: EXPOSURE AND SENSITIVITY ANALYSES

The Consultant will perform the exposure and sensitivity analyses. The exposure analysis will identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The sensitivity analysis measures the impact of flooding on assets by applying the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset and at each flood scenario and assign a risk level. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, as referenced in Attachment 6, and raw data sources shall be defined within the associated metadata.

Task 2 DELIVERABLES:

The Consultant will provide the following:

- GIS data containing the results of the exposure and sensitivity analyses which shall include at minimum:
 - o Raster layers with results of the exposure analysis (depth of flood water) for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers. Additionally, any other custom, combined or modified flood scenario raster layer used in the assessment and not publicly available; and
 - o GIS files of the critical asset datasets containing the results of the sensitivity analysis for all flood scenarios required by s. 380.093, F.S., consistent with the GIS Data Standards, and including the appropriate metadata describing the fields or attribution of the analyses results.

3.6.3 TASK 3: FINAL VULNERABILITY ASSESSMENT REPORT

The Consultant will finalize the VA Report pursuant to the requirements in s. 380.093, F.S. The final VA Report must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks as well as any assigned focus areas (if applicable). It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. As the results of the VA will be used to inform a Local Mitigation Strategy (LMS) as required by the Florida Division of Emergency Management (FDEM), the VA Report must be in alignment with the existing county LMS Plan and will be utilized during the planning process of future county LMS Plan updates.

Task 3 DELIVERABLES:

The Consultant will provide the following:

- A Final VA Report that provides a summary of results and conclusions based on the statutorily required scenarios and standards in s. 380.093, F.S., to include:
 - o Findings of the gap analysis;
 - o Recommendations to address the identified data gaps and actions taken to rectify them, if applicable;

- o Details on the modeling process and type of models used during the exposure and sensitivity analyses; and
- o A summary of assigned focus areas, if applicable.
- Completed Critical Assets Basic Attributes Schema (Table 3), Critical Assets Groups and Types (Table 4), and VA Results Attribute Scheme (Table 5) consistent with the GIS Data Standards; and
- All components, scenarios, data, and information as required for the Town to execute the VA Compliance Checklist Certification (Exhibit I).

3.6.4 **TASK 4: PUBLIC OUTREACH MEETINGS AND STAKEHOLDER ENGAGEMENT**

The Consultant will conduct public outreach meetings and stakeholder engagement for the project. Project meetings will be conducted to ensure effective project execution, stakeholder engagement, and compliance with grant requirements. Meeting types include, but are not limited to, the types and descriptions below.

- **Kick-off Meeting**

The purpose of a kick-off meeting is to discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The kick-off meeting would be hosted by the Consultant and attendees should be key stakeholders in the project. Prior to the meeting, the Consultant should develop an overall project management plan and address initial actions, identify and invite key stakeholders, prepare the sign-in sheet, draft a project schedule, and prepare any other meeting materials as necessary.

- **Public Outreach Meeting**

The purpose of the public outreach meeting is to inform and engage stakeholders in the project. This meeting will promote transparency, gather community input and local knowledge, and foster collaboration in addressing vulnerabilities identified in the assessment. It is recommended that the Consultant conduct at least one public outreach meeting during the project. The purpose of the meeting is to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community.

- **Public Presentation of the Final VA**

The purpose of a public presentation of the final VA to local governing boards, technical committees, or other appropriate officers and elected officials is to share the findings from the final VA and provide recommendations of actions for adaptation strategies and future project funding. The presentation should also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities.

Task 4 DELIVERABLES:

The Consultant will provide the following:

- **Kick-off Meeting:** Kick-off meeting agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.
- **Public Outreach Meeting:** For each meeting, the agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.
- **Public Presentation of the Final VA:** Public presentation agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

3.6.5 Task 5: LOCAL MITIGATION STRATEGY

The results of the Vulnerability Assessment will be used to update the Broward County Joint Local Mitigation Strategy (LMS). The selected firm will work with Broward County to ensure the Vulnerability Assessment Report is in alignment with the existing Broward County Joint LMS Plans and will be utilized during the planning process of future Broward County LMS Plan updates. The results of the VA can be used to inform a Local Mitigation Strategy (LMS) as required by the Florida Division of Emergency Management (FDEM). The LMS is usually developed at the county level and serves to reduce the risks associated with natural and man-made disasters, including sea level rise.

Task 5 DELIVERABLES:

The Consultant will submit a letter to the Town and FDEM Mitigation Bureau Planning Unit, to include the following:

1. Vulnerability Assessment Report will be incorporated as a reference in updating the next iteration of the LMS Plan (i.e., utilized in the next five-year update).
2. Vulnerability Assessment Report will be included as an appendix to the next iteration of the LMS Plan; and

3.6.6 Task 6: PERIL OF FLOOD COMPLIANCE

The Consultant will update the Town's comprehensive plan coastal management element language to comply with the Peril of Flood requirements in paragraph 163.3178(2)(f), F.S.

Task 6 DELIVERABLES:

- Prepare a draft comprehensive plan coastal management element language in strike-through and underlined format that satisfies the Peril of Flood requirements in paragraph 163.3178(2)(f), F.S.

3.7 PERFORMANCE MEASURES:

The Consultant will submit all deliverables for each task to the Town's Project Manager on or before the Task Due Date listed in the table below. The deliverables for each task must be submitted in chronological order, with the exception of the "Public Outreach Meetings and Stakeholder Engagement".

The Town/consultant must have received a copy of a Deliverable Acceptance Letter from the FDEPs Grant Manager prior to submitting any subsequent deliverables. The FDEP will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Town within thirty (30) calendar days. Deliverables that the FDEP determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement's Date of Expiration, and in coordination with the FDEPs Grant Manager. Tasks may include multiple deliverables to be completed. A task is considered one hundred percent (100%) complete upon the FDEP's receipt and approval of all deliverable(s) listed within the task and the FDEP's approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the FDEP and the Town on or before the Agreement's Date of Expiration, or the Town will pursue liquidated in accordance with the Consequences for Non-Performance below Section 3.9.

3.8 **TIME FOR COMPLETION:**

Time is of the essence. The selected Proposer will be required to complete this Vulnerability Assessment Plan in its entirety according to the task timeline once the "Notice to Proceed" has been issued by the Town. If additional time is required to complete any of the listed tasks, the selected Consultant shall submit the request for additional time in writing, no later than thirty (30) days from projected date of completion for each task. **The final VA plan is due in its entirety no later than 06/30/2026 as a public presentation by the Consultant will be required before 09/30/2026.** The request for additional time will specify the number of days needed to complete the specific task and an explanation of why the additional time is needed. The Town will consider the request and have the option to accept or deny the request.

3.9 **CONSEQUENCES FOR NON-PERFORMANCE:**

For each task deliverable not received and accepted by the FDEP at one hundred percent (100%) completion on or before the Agreement's Date of Expiration, the Town will reduce the relevant Task Funding Amount(s) paid to Consultant in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the FDEP by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the Town will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the FDEP has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

Task No.	Task Title	Task Start Date	Task Due Date
1	Acquire Background Data	05/01/2025	12/31/2025
2	Exposure and Sensitivity Analyses	05/01/2025	03/31/2026
3	Final Vulnerability Assessment Report	05/01/2025	06/30/2026
4	Public Outreach Meetings and Stakeholder Engagement	05/01/2025	09/30/2026
5	Local Mitigation Strategy	05/01/2025	09/30/2026
6	Perils of Flood Compliance	05/01/2025	9/30/2026

SECTION 4.0 SUBMITTAL REQUIREMENTS AND PROPOSAL FORMAT

Respondents shall submit a complete proposal package in response to “RFQ 2025-02-01 Town of Hillsboro Beach Comprehensive Vulnerability Assessment” **no later than Monday, March 17, at 10:00 a.m.** at which time all submittals will be publicly opened. Proposals must be submitted electronically through DemandStar.com <https://network.demandstar.com> by the date and time stated above. Any proposals received after the due date and time specified will not be considered.

Proposers must carefully review all the materials contained herein and prepare their Proposals in accordance with this RFQ. The detailed requirements set forth below will be used to evaluate the Proposals and failure of a Proposer to provide the information requested for a specific requirement may render their Proposal non-responsive and will result in rejection.

The Respondent shall submit in accordance with the content and format requirements set forth in this RFQ. The Proposal shall be written in sufficient detail to permit Town of Hillsboro Beach to conduct a meaningful evaluation.

To ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the submittals be organized in the manner specified below.

The proposal must include the following information:

4.1 COVER AND DIVIDERS

Cover must be clearly marked with the RFQ number and project title; the Proposer's agency or firm name, address, telephone number, and name of contact person; and the date. Section dividers for each of the sections listed below should be included.

4.2 COVER LETTER / LETTER OF INTRODUCTION

The cover letter / executive summary should be signed by the Proposer’s representative who is authorized to negotiate terms, render binding decisions and commit the Proposer’s resources.

Provide a brief introduction letter highlighting the overall experience and qualifications of the Respondent with respect to the services requested under this Solicitation. It should include the firm address, telephone number, name of contact person, and date of the Proposal. The Letter of Intent must include “Town of Hillsboro Beach RFQ No. 2025-02-01 – *Town of Hillsboro Beach Comprehensive Vulnerability Assessment*” in the subject line.

4.3 PROPOSAL NARRATIVE:

The proposal narrative shall include the following:

1. Name of business.
2. Mailing address/ website address /phone number.
3. Names of persons to be contacted for information or services if different from name of person in charge.

4. State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).
5. Date business was organized and/or incorporated, and where.
6. The physical location of the office from which the work is to be done and the number of professional staff employees at the office.
7. Description of the history, organizational structure and composition of the firm.
8. Indicate whether the business is a parent or subsidiary in a group of firms/agencies.
9. State if the business is licensed, permitted, and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

4.4 FIRMS EXPERIENCE AND RELEVANT EXPERIENCE (SCORED 25 POINTS)

1. Indicate the firm's number of years of experience in providing the professional services as it relates to the work contemplated.
2. Provide a narrative of your company's background, prior experience and qualifications in comprehensive vulnerability assessment for projects of similar size and scope for local government entities. Responsibilities similar to those defined in the scope provided herein should be specifically referenced.
3. Provide proof of having successfully managed and completed similar projects for municipalities within the region.

4.5 PERSONNEL EXPERIENCE AND QUALIFICATIONS (SCORED 30 POINTS)

1. Provide a thorough background and qualifications summary of both the experience and capability of the particular personnel who will actually perform the work.
2. Provide the relevant qualifications of the Key Staff proposed for the project. Provide key staff qualifications and resumes and shall all have a minimum of five (5) years of applicable experience. The firm/team must have adequate resources available for this project such as surveyors, engineers, environmental consultants, CAD operators, etc. to ensure the deliverables are met accurately and in a timely manner. The respondent must demonstrate that they have the staff with the proper skills to complete the project.

4.6 PROJECT UNDERSTANDING, APPROACH AND AVAILABILITY (SCORED 30 POINTS)

1. Provide a narrative of the firm's full understanding of the scope and abilities necessary to execute the activities needed to produce the required plan. Given the constraints of the project funding source (Resilient Florida Grant Program), the firm shall perform all tasks as outlined no later than the dates indicated.

2. Familiarity with and a demonstrated understanding by the proposer of the Town's geography and land use.
3. A breakdown of how the proposer intends to deliver a fully comprehensive Vulnerability Assessment Plan with each milestone properly documented for Town staff to submit a comprehensive Vulnerability Assessment Plan to the State of Florida. Please note that the Town of Hillsboro Beach has limited resources and this document must be fully and wholly created by the engineering consultant utilizing proper modeling and vulnerability assessment tools as required by the Section 380.093, Florida Statutes.
4. Identify any issues or concerns of significance that may be appropriate.
5. Also provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, technological capabilities and other available resources you offer.

4.7 PAST PERFORMANCE – REFERENCES (15 POINTS)

References are required as a component of due diligence to determine the capability of the proposing Firm to be able to perform the required services.

1. Provide at least three (3) performance references of similar projects with valid contact information (name, email, telephone number) of the person who can attest to the activities in relation to the completed projects to be returned on a completed and signed Reference Form (Exhibit II)

4.8 INSURANCE AND GUARANTEES

The prime Proposer shall include written evidence confirming the ability to provide the following coverages:

- A. Worker's Compensation Insurance for all employees of the Consultant as required by Florida Statute 440;
- B. General Liability Insurance on standard occurrence form with minimum limits of \$1,000,000 per occurrence, \$2,000,000 in the aggregate, and \$2,000,000 products completed operations on a comprehensive basis in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence for bodily injury and property damage.

The Town of Hillsboro Beach must be shown as an additional insured with respect to this coverage and must appear on the certificate of insurance;

- C. Umbrella/Excess Liability of at least \$2,000,000 per occurrence and in the aggregate;
- D. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 per

person and \$2,000,000 per occurrence.

- E. Professional Liability Insurance: Evidence of Professional Liability Insurance coverage in the amount of one million (\$1,000,000) dollars, with a minimum coverage of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars aggregate.
- F. Proposers must demonstrate that adequate self-insurance reserves exist for any deductible amount greater than \$50,000.

The Town may require additional coverage to be included in the negotiated agreement, the coverages and amounts included herein are minimums.

4.8 REQUIRED FORMS AND ACKNOWLEDGEMENTS

The Proposer shall complete, sign as required, and submit and all required forms from Section 6 as a part of its submittal. Non-compliance with this requirement may result in the rejection of the proposal.

SECTION 5.0

EVALUATION CRITERIA

5.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation that includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

5.2 REVIEW OF PROPOSALS FOR RESPONSIBILITY

Each Proposer will be reviewed to determine if the Proposer is a responsible Proposer. A responsible Proposer is a Proposer which the Town affirmatively determines (prior to the award of a contract) has the ability, capability and skill to perform under the terms of the contract; can provide the materials or service promptly within the time specified, without delay or interference; has a satisfactory record of integrity and business ethics; and meet the Minimum Qualification requirements in this RFQ.

5.3 EVALUATION PROCESS

An Evaluation Committee of a minimum of three members of Town Staff, or other persons selected by the Town Manager or his designee, shall be convened for the purpose of reviewing and evaluating the Proposals submitted in response to this Solicitation in accordance with the criteria. Submittals shall be evaluated based upon the information and references contained in the RFQ as submitted.

5.4 EVALUATION OF PROPOSALS

The Evaluation Committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The criteria are itemized below with their maximum scores for a maximum total of one hundred (100) points per proposal.

Evaluation Criteria	Max Points
Firm's Experience And Capabilities (Section 4.4)	25
Personnel Experience And Qualifications (Section 4.5)	30
Project Understanding, Approach and Availability (Section 4.6)	30
Past Performance – References (Section 4.7)	15
TOTAL POINTS	100

The above is provided to assist the Proposers in the allocation of their time and efforts during the submission process. The criterion also guides the Committee during the shortlisting and final ranking of Proposers by establishing a general framework for those deliberations. During the evaluation process, the Town reserves the right, where it may serve the Town's best interest, to request additional information or clarification from Proposers.

5.5 ORAL PRESENTATIONS

The Committee shall short list no less than three (3) submittals, assuming that three or more submittals have been received, that it deems best satisfy the weighted criteria set forth herein and attempt to select the best qualified firm. The Committee shall then hold discussions, conduct interviews, and/or require oral presentations with all short-listed firms. The Committee shall then re-rank the short-listed firms based upon the information provided in interviews and/or presentations, the materials presented, the firm's responses to the RFQ, and deliberations of the Evaluation Committee at publicly advertised evaluation meetings. The Town may request, and the firm shall provide, additional information deemed necessary by the Evaluation Committee to conduct evaluations.

The ranking and the Evaluation Committee's recommendation shall be reported to the Town Commission through and with the concurrence of the Town Manager, who shall request the Town Commission approve the final ranking and authorize staff to negotiate and execute a contract with the top ranked firm. If the Town is unable to reach an agreement with the top ranked firm, negotiations will be cancelled at the sole discretion of the Town. Town staff will then begin negotiations with the next ranked firm and so forth until an agreement is reached, and a contract awarded.

5.6 TIE BREAKER

Occasionally, Committee evaluations end in a tie. When this occurs, the evaluation Committee will take actions to break the tie based upon reconsideration of the following criteria in the order listed:

- A. Technical Approach/Scope Response/Understanding
- B. Project Team/Qualifications of Staff
- C. Project Manager/Key Staff Person/Lead Project Persons

5.7 NEGOTIATIONS

Pre-negotiation meetings and negotiation meetings will be conducted on the date(s) and at the place(s) to be specified at a later date. If agreement is not reached from those efforts, the Town will terminate negotiations and proceed to the next highest ranked Firm until it has reached agreement which is then recommended and formally approved by the Town Commission or until the short-list is exhausted in which case a new Request for Qualifications may be undertaken.

5.8 CONTRACT AWARD

Award will be made to a responsible firm possessing the potential ability to perform

successfully under the terms and conditions of the RFQ. Consideration will be given to such matters as Consultant integrity, compliance with public policy, record of past performance, references, and financial and technical resources. Proposers must be regularly engaged in the services relating to the proposals submitted. The Evaluation Committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted.

In accordance with Florida State Statutes 120.57, any consultant who is aggrieved in connection with the solicitation or award of a contract may protest in accordance with the procedures outlined in Section 1.16 of General Conditions.

The Town of Hillsboro Beach reserves the right to waive formalities in any response and further reserves the right to take any other action that may be necessary in the best interest of the Town. The Town further reserves the right to reject any or all responses, with or without cause, to waive technical errors and informalities or to accept the response which in its judgment, best serves the Town of Hillsboro Beach.

SOLICITATION RESPONSE FORM**Town of Hillsboro Beach RFQ 2025-02-01
Comprehensive Vulnerability Assessment**

Date Submitted	
Company Name	
Date of Entity Formation	
Entity Type (select one)	Corporation / Partnership / LLC / Other:
Corporate Address	
Office Location	
FEI/EIN No.	
Authorized Representative (Name and Title)	

1. The undersigned proposer agrees, if this Bid is accepted by the Town, to enter into an agreement with the Town of Hillsboro Beach to perform and furnish all goods and/or services as specified or indicated in the Contract for the Price and within the timeframe indicated in this proposal and in accordance with the terms and conditions of the Contract.
2. Proposer/Proposer accepts all of the terms and conditions of the Solicitation, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 180 days after the day of Bid opening. Bidder/Proposer agrees to sign and submit the Contract with any applicable documents required by this ITB within ten days after the date of Town's Notice of Award (If applicable).
3. By responding to this sealed Solicitation, the Bidder/Proposer makes all representations required by the Solicitation and further warrants and represents that Bidder/Proposer acknowledges that it has received and examined copies of the entire Solicitation documents including all of the following addenda:

Addendum No.:_____Dated:_____ Addendum No.:_____Dated:_____

Addendum No.:_____Dated:_____ Addendum No.:_____Dated:_____

☐ Check here If no Addenda were issued.

4. Bidder/Proposer further warrants and represents that it has familiarized themselves with the nature and extent of the Contract, required goods and/or services, site, locality, and all local conditions and applicable laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
5. Bidder/Proposer further warrants and represents that it has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions to the extent applicable to the Work, and has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all information that pertains to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder/Proposer for such purposes.

- 6. Bidder/Proposer further warrants and represents that it has given the Town written notice of all errors or discrepancies it has discovered in the Contract and the resolution thereof by the Town is acceptable to Bidder/Proposer.
- 7. Bidder/Proposer further warrants and represents that this Bid/Proposal is genuine and not made in the interest of or on behalf of any other undisclosed person, firm or corporation; Bidder/Proposer has not directly or indirectly induced or solicited any other Bidder/Proposer to submit a false or sham Proposal; Bidder/Proposer has not solicited or induced any person, firm or corporation to refrain from submitting; and Bidder/Proposer has not sought by collusion to obtain for itself any advantage over any other Bidder/Proposer or over the Town.
- 8. Bidder/Proposer understands that the quantities provided are only provided for proposal evaluation only. The actual quantities may be higher or lower than those in the proposal form.
- 9. Bidder/Proposer understands and agrees that the Contract Price is Unit Rate Contract to furnish and deliver all of the Work complete in place as such the Proposer shall furnish all labor, materials, equipment, tools superintendence, and services necessary to provide a complete Project.
- 10. Communications concerning this Proposal shall be addressed to:

Bidder/Proposer: _____

Telephone: _____

Email Address: _____

Attention: _____

- 11. The terms used in this response which are defined in the above-referenced Solicitation shall have the meanings assigned to them in such Solicitation.

STATEMENT

I understand that a "person" as defined in 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes officers, directors, executives, partners, shareholders, employees, members, and agents active in management of the entity.

SUBMITTED THIS _____ DAY OF _____, 2024.

Company Name: _____

Company Address: _____

Authorized Representative Signature: _____

PROPOSER QUALIFICATION STATEMENT

The Proposer's response to this questionnaire will be utilized as part of the Town's evaluation to ensure that the Proposer meets, to the satisfaction of the Town, the minimum requirements for participating in this Solicitation. **PROPOSER MUST PROVIDE DETAILS FULFILLING THE SOLICITATION'S MINIMUM QUALIFICATIONS. FAILURE TO DO SO WILL RESULT IN A DETERMINATION OF NON-RESPONSIVENESS. ADDITIONAL PROJECTS MAY BE ADDED, AS NEEDED.**

Firm			
License(s)*:			
No. of staff Company wide		No. of Staff to be assigned to project if awarded	

**Identify which of the required licenses are held by bidder and attach to the bid submittal package.*

Vulnerability Assessment Project No. 1			
Project Name:			
Location:			
Project Description:			
Budget/Cost:		Contract Dates:	
Owner Name:		Reference Name:	
Reference Phone No.:		Reference Email:	
Vulnerability Assessment Project No. 2			
Project Name:			
Location:			
Project Description:			
Budget/Cost:		Contract Dates:	
Owner Name:		Reference Name:	
Reference Phone No.:		Reference Email:	
Vulnerability Assessment Project No. 3			
Project Name:			
Location:			
Project Description:			
Budget/Cost:		Contract Dates:	
Owner Name:		Reference Name:	
Reference Phone No.:		Reference Email:	

LIST OF PROPOSED SUBCONTRACTORS

Proposer shall list all Proposed Subcontractors to be used on this project if they are awarded the contract.

SCOPE	SUBCONTRACTOR NAME, ADDRESS AND LICENSE #

If, prior to Notice of the Award, the Town or the Contractor has reasonable objection to and refuses to accept any Subcontractor, Supplier, person or organization listed, the Contractor may, prior to Notice of Award, submit an acceptable substitute without an increase in their bid price.

BIDDER/PROPOSER AFFIDAVITS**Business Name:** _____

D.B.A.: _____ Federal I.D. No.: _____

Business Address: _____

Town: _____ State: _____ Zip: _____

I, the undersigned affiant do swear and affirm that I am an authorized agent of the above-named business ("Proposer) and authorized to make the following statements and certifications on Bidder's behalf:

1. Ownership Disclosure

The above-named Proposer hereby discloses the following principals, individuals, or companies with five percent (5%) or greater ownership interest in Proposer (supplement as needed):

<i>Name</i>	<i>Address</i>	<i>% Ownership</i>

The above-named Proposer hereby discloses the following subcontractors (supplement as needed):

<i>Name</i>	<i>Address</i>	<i>% Ownership</i>

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the Town of Hillsboro Beach ("Town") shall have a financial interest in any transactions or any compensation to be paid under or through any transactions between Proposer and Town, and further, that no Town employee, nor any elected or appointed officer (including Town board members) of the Town, nor any spouse, parent or child of such employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Proposer, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer.

Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Town. Further, Proposer recognizes that with respect to any transactions between Proposer

and Town, if any Proposer violates the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Town. The term "Proposer," as used herein, include any person or entity making a proposal herein to Town or providing goods or services to Town.

2. Public Entity Crimes

1. Proposer is familiar with and understands the provisions of Section 287.133, Florida Statutes
2. Proposer further understands that a person or affiliate who has been placed on the convicted Bidders list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted Proposer list.
3. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (**INDICATE WHICH STATEMENT APPLIES.**)
 - _____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - _____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - _____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Bidder list. (Attach a copy of the final order.)

3. Compliance With Foreign Entity Laws

Applicant certifies as follows:

- a. Proposer is not owned by the government of a foreign country of concern, as defined in Section 287.138, Florida Statutes.
- b. The government of a foreign country of concern does not have a controlling interest in Proposer, as defined in Section 287.138, Florida Statutes.
- c. Proposer is not organized under the laws of a foreign country of concern, as defined in Section 287.138, Florida Statutes.
- d. Proposer does not have a principal place of business in a foreign country of concern, as defined in Section 287.138, Florida Statutes.
- e. Proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to s. 215.473.
- f. Proposer is not engaged in business operations in Cuba or Syria.
- g. Proposer is not participating in a boycott of Israel, and is not on the Scrutinized Companies that Boycott Israel list in accordance with the requirements of Sections 287.135 and F.S. 215.473, Florida Statutes

4. Disability, Nondiscrimination, and Equal Employment Opportunity

Applicant certifies that Proposer is in compliance with and agrees to continue to comply with, and ensure that any subcontractor, or third party contractor under any and all contracts with the Town of Hillsboro Beach complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes.
- The Rehabilitation Act of 1973, 29 USC Section 794.
- The Federal Transit Act, as amended 49 USC Section 1612.
- The Fair Housing Act as amended 42 USC Section 3601-3631

5. Conformance with OSHA Standards

Applicant certifies and agrees that Applicant has the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and in the event the Town engages Proposer agrees to indemnify and hold harmless the Town of Hillsboro Beach, against any and all liability, claims, damages losses and expenses the Town may incur due to the failure of itself or any of its subcontractors to comply with such act or regulation in the performance of the contract.

6. E-Verify Program Affidavit

Affiant certifies the following:

- a. Affiant is familiar with and understands the provisions of Section 448.095, Florida Statutes and 48 CFR 52.222-54 and has sufficient knowledge of the personnel practices of the Proposer to execute this Declaration on behalf of the Proposer.
- b. Proposer has registered with and utilizes the federal work authorization program commonly known as E-Verify or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in F.S. 448.095, which prohibits the employment, contracting or sub-contracting with an unauthorized alien.
- c. Proposer does not knowingly employ Affiants or retain in its employ a person whose immigration status makes them ineligible to work for the Proposer.
- d. Proposer has verified that any subcontractors utilized to deliver goods or services to the Town through the Contractor's contract with the Town use the E-Verify system and do not knowingly employ persons whose immigration status makes them ineligible to work for the subcontractor. The undersigned further confirms that it has obtained all necessary affidavits from its subcontractors, if applicable, in compliance with F.S. 448.095, and that such affidavits shall be provided to the Town upon request.
- e. Failure to comply with the requirements of F.S. 448.095 may result in termination of the Bidder's contract(s) with the Town of Hillsboro Beach.

7. No Contingency Affidavit

Affiant certifies the following:

- a. Neither Proposer nor any principal, employee, agent, representative or family member has promised to pay, and Proposer has not and will not pay, a fee the amount of which is contingent upon the Town of Hillsboro Beach awarding a contract.

- b. Proposer warrants that neither it, nor any principal, employee, agent, or representative has procured, or attempted to procure, a contract with the Town of Hillsboro Beach in violation of any of the provisions of Broward County conflict of interest and code of ethics ordinances.
- c. Proposer acknowledges that a violation of this warranty may result in the termination of any contracts and forfeiture of funds paid, or to be paid, to the Proposer if awarded a contract.

8. Copeland Anti-Kickback Affidavit

Affiant certifies that no portion of any sums will be paid to any employees of the Town of Hillsboro Beach, its elected officials, or its consultants, as a commission, kickback, reward or gift, directly or indirectly by Bidder or any member of Bidder's firm or by any officer of the corporation in exchange for business with the Town of Hillsboro Beach.

9. Non-Collusion Affidavit

I, the undersigned affiant, swear or affirm that:

- a. Affiant is fully informed respecting the preparation and contents of the attached Bid/Proposal by Contractor and of all pertinent circumstances respecting such Bid/Proposal.
- b. Such Bid/Proposal is genuine and is not a collusive or sham Bid/Proposal.
- c. Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including Affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other firm or person to submit a collusive or sham Bid/Proposal in connection with the Work for which the attached Bid/Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any firm or person to fix any overhead, profit, or cost elements of the Bid/Proposal or of any other person submitting a response to the solicitation, or to fix any overhead, profit, or cost elements of the quoted price(s) or the quoted price(s) of any other bidding/proposing person, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Town or any person interested in the proposed Work.
- d. The price(s) quoted in the attached Bid/Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Contractor or any other of its agents, representatives, owners, employees or parties in interest, including this Affiant.

10. Drug Free Workplace Program

Bidder, in accordance with Florida statute 287.087 hereby certifies that the Proposer does all of the

following:

- a. Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- b. Informs Employees about the dangers of drug abuse in the workplace, the business' policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- c. Gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
- d. In the statement specified in subsection (a), notifies the employees that, as a conditions of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- e. Imposes a sanction on, or require the satisfactory⁴² participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

- f. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- ☐ Select here if Not Applicable

11. Cone of Silence Certification

Affiant certifies and that Affiant has read and understands the Cone of Silence” requirements set forth in this Solicitation and further certify that neither I, nor any agent or representative of the Company has violated this provision.

Proposer AFFIRMATION

I, the undersigned affiant, being first duly sworn as an authorized agent of the below-named Proposer, does hereby affirm and attest under penalty of perjury as the proposed Proposer for Town of Hillsboro Beach that the certifications and statements provided above on behalf of Proposer are true to the best of affiant’s knowledge and belief and that Proposer is compliant with all requirements outlined in these Town of Hillsboro Beach Affidavits. Proposer acknowledges it is required to comply with and keep current all statements sworn to in the above affidavits and will notify the Town of Hillsboro Beach immediately if any of the statements attested hereto are no longer valid.

Proposer Name

Date Signed

Affiant Signature

Affiant Name & Title (Printed)

STATE OF _____
COUNTY OF _____

The foregoing instrument was affirmed, subscribed, and sworn to before me this _____ day of _____, 20____ by means of ☐ physical presence or ☐ online notarization, by _____ who is personally known to me or who produced the following identification: _____.

[Notary Seal]

Notary Public for the State of _____
My commission expires: _____

CONFLICT OF INTEREST DISCLOSURE**Business Name:** _____

D.B.A.: _____ Federal I.D. No.: _____

Business Address: _____

Town: _____ State: _____ Zip: _____

Please note that all business entities interested in or conducting business with the Town are subject to comply with the Town of Medley's conflict of interest policies as stated within the certification section below. If a vendor has a relationship with a Town of Hillsboro Beach official or employee, an immediate family member of a Town of Hillsboro Beach official or employee, the vendor shall disclose the information required below.

1. No Town official or employee or Town employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated Town official or employee who has been retired or separated from the Town for less than one (1) year has an ownership interest in vendor's Company.
3. No Town employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any Town employee or elected official to obtain or maintain a contract.

Conflict of Interest Disclosure*	
Name of Town of Hillsboro Beach employees, elected officials, or immediate family members with whom there may be a potential conflict of interest: _____ _____ _____	☐ Relationship to employee ☐ Interest in vendor's company ☐ Other (please describe below) _____ _____ ☐ No Conflict of Interest

**Disclosing a potential conflict of interest does not automatically disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the Town, vendor will be exempt from doing business with the Town.*

I certify that this Conflict-of-Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
Signature of Authorized Representative	Date	Printed Name of Authorized Representative

CERTIFICATE OF AUTHORITY
(IF CORPORATION OR LLC)

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a corporation organized and existing under the laws of the State of _____, held on the ____ day of _____, a resolution was duly passed and adopted authorizing _____(Name) as _____ (Title) of the corporation/company to execute agreements on behalf of the corporation/company and providing that their execution thereof, attested by the secretary of the corporation/company, shall be the official act and deed of the corporation/company. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 20__.

Secretary Signature: _____

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was affirmed, subscribed, and sworn to before me this _____ day of _____, 20__ by means of ☐ physical presence or ☐ online notarization, by _____ who is personally known to me or who produced the following identification: _____.

[Notary Seal]

Notary Public for the State of _____
My commission expires: _____

CERTIFICATE OF AUTHORITY

(IF PARTNERSHIP)

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a partnership organized and existing under the laws of the State of _____, held on the _____ day of _____, _____, a resolution was duly passed and adopted authorizing _____ (Name) as _____ (Title) of the partnership to execute agreements on behalf of the partnership and provides that their execution thereof, attested by a partner, shall be the official act and deed of the partnership. I further certify that said partnership agreement remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20__.

Partner Signature: _____

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was affirmed, subscribed, and sworn to before me this _____ day of _____, 20__ by means of ☐ physical presence or ☐ online notarization, by _____ who is personally known to me or who produced the following identification: _____.

[Notary Seal]

Notary Public for the State of _____
My commission expires: _____

CERTIFICATE OF AUTHORITY

(IF JOINT VENTURE)

Joint ventures must submit a joint venture agreement indicating that the person signing this Agreement is authorized to sign documents on behalf of the joint venture. If there is no joint venture agreement, each member of the joint venture must sign this Agreement and submit the appropriate Certificate of Authority (corporate, partnership, or individual).

**AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with the Town of Hillsboro Beach is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that:**

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and the Town, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of _____, a nongovernmental entity.
3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

**Under penalties of perjury, I declare that I
have read the foregoing and the facts
stated in it are true:**

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Entity Name: _____

OATH OR AFFIRMATION

State of Florida

County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____
_____(name of person) as _____(type of authority) for
_____(name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

**AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH
ENTITIES OF FOREIGN COUNTRIES OF CONCERN**

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), the Town may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with the Town of Hillsboro Beach which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Entity Name: _____

OATH OR AFFIRMATION

State of Florida

County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath



**AGREEMENT No. RFQ 2025-02-01
BETWEEN
TOWN OF HILLSBORO BEACH
AND
(CONSULTANT'S NAME)**

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2025, by and between **(Consultant's Name)** a corporation organized and existing under the laws of the **State of Florida**, having its principal office at **(Consultant's Address)** (hereinafter referred to as the ("CONSULTANT")), and Town of Hillsboro Beach, a political subdivision of the State of Florida, having its principal office at 1210 Hillsboro Mile, Hillsboro Beach, FL 33062 (hereinafter referred to as the "TOWN").

RECITALS

WHEREAS, the CONSULTANT has offered to provide the services and to be bound by the terms and conditions of the **Request for Qualifications (RFQ) No. 2025-02-01 "Town of Hillsboro Beach Comprehensive Vulnerability Assessment"** which includes the General Terms and Conditions, Special Conditions, Scope of Services, and associated addenda attached hereto and incorporated herein as "Exhibit A", and the assertions included in the CONSULTANT's Proposal attached hereto and incorporated herein as "Exhibit B", and

WHEREAS, the TOWN desires to retain a CONSULTANT to provide a comprehensive Vulnerability Assessment (VA) Plan pursuant to Section 380.093, Florida Statutes (F.S.). as more particularly specified in the Scope of Services in "Exhibit A"; and,

WHEREAS, the TOWN is the recipient of funds, which are administered through the Florida Department of Environmental Protection Resiliency Grant; and,

WHEREAS, the selection process followed the Florida Consultants Competitive Negotiations Act (CCNA) (§287.055, Florida Statutes); and

WHEREAS, CONSULTANT is willing and able to render services described in the Scope of Services "Exhibit A" and has the qualifications, experience, staff and resources to perform those services; and,

WHEREAS, through a competitive selection process conducted in accordance with the requirements of Florida law and Town policy, the TOWN has determined that it to be in the best interest of the TOWN to award an Agreement to the CONSULTANT for the rendering of those services described in the scope of services.

INCORPORATION BY REFERENCE.

The foregoing “Whereas” clauses are hereby incorporated by reference and affirmed and ratified by the parties as true and correct. The Documents which comprise this Agreement between the TOWN and the CONSULTANT are attached hereto, made a part hereof and consist of the following:

- A. This Agreement;
- B. RFQ 2025-02-01 hereto as “Exhibit A”;
- C. Proposal hereto as “Exhibit B”;
- D. Fee Schedule attached hereto as “Exhibit D”
- E. Noncoercive Conduct Affidavit, and Prohibition on Contracting with Entities of Foreign Countries of Concern Affidavit, hereto as Exhibit "E”

In the event of a conflict between any of the terms and conditions in the Exhibits and this Agreement, this Agreement shall prevail.

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

Additional Terms and Conditions

SECTION 1. TERM.

1.1 This contract shall commence upon the effective date of the duly executed Agreement and shall remain in effect until such time as the services acquired in conjunction with this Request for Qualifications, have been delivered and completed and accepted by the Town’s authorized representative and upon completion of the expressed and/or implied warranty periods. Proposing firms shall provide timelines within their proposal packages outlining investment, project and revenue milestones as applicable.

1.1 The TOWN has the right to terminate this Agreement for convenience and for any reason or no reason, in whole or in part, upon thirty (30) days written notice to the CONSULTANT. Upon termination of this Agreement, and final payment of any undisputed outstanding amounts due for the work rendered prior to and through the date of the notice of termination, copies of all records, charts, and other documents related to the work performed under this Agreement, whether finished or not, shall be turned over to the TOWN within ten (10) days.

1.2 If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party,

shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement and shall grant the defaulting Party seven (7) business days to cure such default. If such default remains uncured after seven (7) business days, the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non- defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

SECTION 2. PREAMBLE.

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties hereto, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions of this Agreement which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Pursuant to Section 287.055, Florida Statutes, TOWN has formed a Committee to evaluate the CONSULTANT's statement of qualifications and performance data to ensure that the CONSULTANT has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform services hereunder.

SECTION 3. SCOPE OF SERVICES.

3.1 The Town of Hillsboro Beach (Town) has entered into a standard grant agreement with the Florida Department of Environmental Protection (FDEP) to prepare a Vulnerability Assessment (VA) in accordance with subsection 380.093, Florida Statutes (F.S.). The VA will need to meet all requirements set forth by FDEP. The Consultant shall generally assist the Town with the acquisition of background data, preparation of reports and maps, and coordination with the stakeholders.

3.2 The CONSULTANT shall perform CONSULTANT to provide a comprehensive Vulnerability Assessment (VA) Plan pursuant to Section 380.093, Florida Statutes (F.S.). as more particularly specified in the Scope of Services in "Exhibit A", including all Attachments, All Addenda and all other restriction and requirements by this reference for the Town.

SECTION 4. GRANT REQUIREMENTS

Consultant acknowledges this project is funded, in whole or in part, by a grant agreement between the Florida Department of Environmental Protection ("the Department") and the Town, Grant Number 25PLN31 ("the Grant"). Consultant acknowledges that payment under this Contract is contingent upon the availability of Grant funds and the eligibility of the work performed under this Contract under the Grant. Noncompliance with the Grant or failure to fully cooperate with the Town in the performance of its duties as Grantee, shall constitute a breach of this Contract, for which Town may withhold payment until compliance with the Grant is established.

SECTION 5. GENERAL PROVISIONS.

5.1 Negotiations pertaining to the Consultant services to be performed by the CONSULTANT have been undertaken between CONSULTANT and TOWN representatives pursuant to Section 287.055, Florida Statutes, and this Agreement incorporates the results of such negotiation.

SECTION 6. TIME FOR PERFORMANCE.

6.1 CONSULTANT shall perform the services within the time periods specified Said time periods shall commence from the date of the Notice to Proceed for such services.

SECTION 7. COMPENSATION AND METHOD OF PAYMENT.

7.1 Not To Exceed Amount Compensation - TOWN agrees to pay CONSULTANT as compensation for the performance of the services as related to each Project Task under the terms of this Agreement in a Not to Exceed Amount lump sum amount as agreed upon per Task.

Task No.	Task Description	Cost
1	Acquire Background Data	\$
2	Exposure and Sensitivity Analyses	\$
3	Final Vulnerability Assessment Report	\$
4	Public Outreach Meetings and Stakeholder Engagement	\$
5	Local Mitigation Strategy	\$
6	Perils of Flood Compliance	\$

SECTION 8. AMENDMENTS AND CHANGES IN SCOPE OF SERVICES.

8.1 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written Amendment prepared with the same formality as this Agreement and executed by the TOWN and CONSULTANT.

8.2 TOWN or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under each Project Task. Such changes must be contained in a written amendment, executed by the parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of the Task including the initiation of any additional services.

SECTION 9. INDEPENDENT CONSULTANT

9.1 The CONSULTANT is an Independent Consultant under this Agreement. Personnel provided by the CONSULTANT shall be employees of the CONSULTANT and subject to supervision by the CONSULTANT, and not as officers, employees, or agents of the TOWN. Personnel policies, tax responsibilities, social security, health insurance, worker's compensation insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work rendered under this Agreement shall be those of the CONSULTANT. The CONSULTANT shall be solely responsible for any injuries suffered by the CONSULTANT's employees. It is clear that TOWN will not provide workers' compensation insurance for the CONSULTANT or its employees.

9.2 Nothing contained in the Agreement shall be construed so as to create a partnership or joint venture and neither party hereto shall be liable for the debts or obligations of the others. No employee or agent of the CONSULTANT shall be deemed to be an employee or agent of the TOWN. The CONSULTANT shall be responsible for compliance with all applicable, local, state and federal laws and regulations in the performance of any services to the TOWN. Should any question arise as to the interpretation or as to the nature of the services to be provided by the CONSULTANT, the opinion of the TOWN shall establish, for all purposes, the nature of the work. The CONSULTANT shall have no power to obligate TOWN.

SECTION 10. TRUTH-IN-NEGOTIATION CERTIFICATION

10.1 In accordance with Florida Statutes Section 287.055(5)(a), for any lump-sum or cost-plus-a-fixed-fee CONSULTANT service issued pursuant to this Agreement in which the fee is over the threshold amount provided in Florida Statutes Section 287.017 for Category Four, as it may be amended, CONSULTANT hereby certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of submittal of proposal.

SECTION 11. INDEMNIFICATION.

11.1 CONSULTANT agrees to protect, defend, indemnify, and hold harmless the TOWN, its officers, employees, and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges, and other expenses or liabilities of every kind in connection with or arising directly out of the Work agreed to be performed herein, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of CONSULTANT, its employees, servants, agents, and Subconsultants, or others utilized by the CONSULTANT in the performance of the Agreement with the TOWN. Without limiting the foregoing, any and all such claims, suits, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. CONSULTANT further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses

related thereto, even if the claim(s) is groundless, false, or fraudulent. In case of negligence of any CONSULTANT, or any of the CONSULTANT'S agents, servants, or employees during the performance of the Work before the estimates have become due under the Agreement, the TOWN may, through its officials, withhold such payments as long as it may deem necessary for the indemnity of the TOWN as Owner, provided that the failure to pay the same shall not be construed or considered as a waiver of the indemnity as hereinabove set forth.

11.2 The parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of the Agreement and continue in full force and effect as to the party's responsibility to indemnify.

11.3 Nothing herein shall be construed to extend the TOWN's liability beyond that provided in Section 768.28, Florida Statutes.

11.4 PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

SECTION 12. GOVERNING LAW.

12.1 This Agreement will be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this Agreement shall be brought in Broward County.

SECTION 13. RECORDS.

13.1 With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection, or copying purposes at any time during normal business hours at a location within Broward County, Florida as often as the TOWN may reasonably require. CONSULTANT will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement. The TOWN's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, state or federal. CONSULTANT shall retain all records and supporting documentation applicable to this Agreement for five (5) years from final payment and the date of submission of the annual performance report. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later.

SECTION 14. COOPERATION WITH INSPECTOR GENERAL

14.1 Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, Consultant, and subconsultant to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

SECTION 15. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

15.1 The Firm must comply with the Employment Eligibility Verification Program (“E-Verify Program”) developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONSULTANT must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include this requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

SECTION 16. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

16.1 During the performance of this Agreement or any related Task the CONSULTANT:

- A. CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by TOWN, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.
- B. CONSULTANT’s decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.
- C. CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment; and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.
- D. CONSULTANT shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color,

gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

SECTION 17. ASSIGNMENT AND SUBCONSULTING

17.1 This Agreement and the rights of the CONSULTANT and obligations hereunder may not be assigned, delegated, or subconsulted by the CONSULTANT without the express prior written consent of the TOWN. Any assignment, delegation or subconsult without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement, upon which the TOWN may immediately terminate the Agreement in accordance with the provisions of paragraph (Termination by Default). The TOWN may assign its rights, together with its obligations hereunder.

SECTION 18. CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

18.1 Pursuant to Section 119.0701 of the Florida Statutes, CONSULTANT agrees to:

- A. Keep and maintain public records in CONSULTANT's possession or control in connection with CONSULTANT's performance under this agreement. CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the TOWN.
- B. Upon request from the TOWN's custodian of public records, CONSULTANT shall provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the TOWN. Notwithstanding, it is understood that at all times CONSULTANT's workpapers shall remain the sole property of CONSULTANT, and are not subject to the terms of this Agreement.
- D. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of CONSULTANT shall be delivered by CONSULTANT to the TOWN Manager, at no cost to the TOWN, within seven (7) days. All such records stored electronically by CONSULTANT shall be delivered to the TOWN in a format that is compatible with the TOWN's information technology systems. Once the public records have

been delivered upon completion or termination of this Agreement, CONSULTANT shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that CONSULTANT will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.

- E. Any compensation due to CONSULTANT shall be withheld until all records are received as provided herein.
- F. CONSULTANT's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the TOWN.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONSULTANT SHALL COMPLY WITH THE REQUIREMENTS OF FLORIDA STATUTES 119.071 TO THE EXTENT APPLICABLE TO CONSULTANT. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER:954-427-4011, E-MAIL: SHENDERSON@TOWNOFHILLSBOROBEACH.COM, AND MAILING ADDRESS: TOWN OF HILLSBORO BEACH TOWN HALL 1210 HILLSBORO MILE, HILLSBORO BEACH, FL 33062.

SECTION 19. OWNERSHIP AND REUSE OF DOCUMENTS

19.1 It is understood and agreed by the parties hereto that all documents and materials, including, but not limited to, reports, tracings, plans, specifications, field books, survey information, maps, contract documents, and any other data used, developed or produced by CONSULTANT or at CONSULTANT's direction for the purpose of this Agreement and any Project Task hereunder, shall become the property of TOWN and shall be made available by CONSULTANT at any time upon request of TOWN's representatives. When all work contemplated under this Agreement or any Project Task is complete, all of such documents shall be delivered to TOWN's designated representative.

19.2 All documents, including, but not limited to, drawings and specifications, prepared or produced by CONSULTANT for a specific project pursuant to this Agreement and any Project Task, are related exclusively to the services described in this Agreement and the task

SECTION 20. PROMPT PAYMENT ACT.

20.1 The TOWN as a municipal corporation is subject to the *Local Government Prompt Payment Act*, Chapter 218, Part VII, Fla. Stat. (as amended).

SECTION 21. WARRANTIES AND ATTORNEY'S FEES

21.1 CONSULTANT warrants that its services are to be performed within the limits prescribed by the TOWN with the usual thoroughness and competence of industry standards for engineers.

21.2 In the event it becomes necessary for either party herein to seek legal means to enforce the terms of the Agreement, the prevailing party shall be entitled to its reasonable attorney fees and court costs and para legal fees at both the trial and appellate levels.

SECTION 22. GOVERNING LAW, VENUE, WAIVER OF JURY TRIAL

22.1 CONSULTANT agrees that the contracts shall be governed by the laws of the State of Florida. The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Subject to provisions hereof relating to arbitration, any claim, objection or dispute arising out of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida. THE PARTIES KNOWINGLY, VOLUNTARILY AND UNEQUIVOCALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY FOR ANY CLAIMS WHETHER IN CONTRACT, TORT OR STATUTE, ARISING OUT OF OR RELATING TO THIS AGREEMENT.

22.2 Any remedies provided in this Agreement or any PROJECT TASK shall be deemed cumulative and additional and are not in lieu of or exclusive of each other or of any other rights or remedies any party hereto otherwise has by law, equity or statute. In any action arising under this Agreement or any PROJECT TASK issued hereunder, the prevailing party is entitled to recover a reasonable fee for the services of the prevailing party's attorney through trial and appeal, in an amount to be determined by the court, together with the prevailing party's costs of the action. In the event each party shall partially prevail in such action, costs and reasonable attorneys' fees shall be equitably apportioned between the parties by the court.

SECTION 23. SOVEREIGN IMMUNITY.

23.1 The TOWN is a political subdivision of the State of Florida, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the TOWN's sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

SECTION 24. ORDER OF PRECEDENCE.

24.1 IN THE EVENT THERE IS A CONFLICT BETWEEN THIS AGREEMENT,

CONSULTANT'S RESPONSE, OR SCOPE OF WORK, THE ORDER OF PRECEDENCE SHALL BE THIS AGREEMENT, THE SCOPE OF WORK AND THE CONSULTANT'S RESPONSE. THE TOWN EXPRESSLY REJECTS ANY ADDITIONAL TERMS OR CONDITIONS NOT CONSISTENT WITH THE TERMS HEREIN.

SECTION 25. INSURANCE.

25.1 CONSULTANT shall provide and maintain in force at all times during the Agreement with the TOWN such insurance, including Workers' Compensation, Comprehensive General Liability Insurance, and Automobile Liability Insurance, as will assure to the TOWN the protection contained in the foregoing indemnification undertaken by the CONSULTANT, including the following:

25.1.1 Workers' Compensation Statutory limits with a limit of \$100,000 each accident and disease. Coverage must be included for the U.S. Longshoremen & Harbor Worker Act and Jones Act.

25.1.2 Commercial General Liability Insurance with limits of no less than \$1,000,000.00, and \$2,000,000.00 excess umbrella liability, including TOWN as an additional insured.

25.1.3 Business Auto Liability coverage is to include bodily injury and property damage arising out of operation, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership with limits of not less than \$500,000.00 per occurrence.

25.1.4 Professional Liability (Errors and Omissions) Insurance for engineering services and the services of any other professional used in the performance of the Work of this Agreement in the amount of \$1,000,000.00 with a deductible (if applicable) not to exceed \$25,000.00 per claim. The certificate of insurance for professional liability shall reference any applicable deductible and the Work of this Agreement.

25.1.5 TOWN shall be named as an additional insured on both of the General Liability Policies with a waiver of subrogation on the Workers' Compensation/Employee Liability Policy.

SECTION 26. NON-EXCLUSIVITY.

26.1 This Agreement is non-exclusive. The TOWN retains the right to engage the services of additional third-party CONSULTANT's or assign responsibilities to an employee of the TOWN to perform the same or similar services provided by CONSULTANT under this Agreement and to assign work to such parties in its sole discretion.

SECTION 27. ANTI-DISCRIMINATION.

28.1 CONSULTANT certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. CONSULTANT further agrees that neither CONSULTANT, nor any parent company, subsidiaries

or affiliates of CONSULTANT are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.

SECTION 29. NOTICE.

29.1 Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, CONSULTANT and the TOWN designate the following as the respective places for giving such notice:

To the Town:

Town of Hillsboro Beach
1210 Hillsboro Mile,
Hillsboro Beach, FL 33062
Attn: Mac Serda, Town Manager
Telephone No. (954) 427-4011
Email: mserda@townofhillsborobeach.com

With Copy to:

Donald J. Doody, Town Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone: (954) 771-4500

CONSULTANT:

SECTION 30. MODIFICATION.

30.1 The covenants, terms, and provisions of this Agreement may be modified only by way of a written instrument, mutually accepted by the parties hereto in writing. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 31. SCRUTINIZED COMPANIES.

31.1 CONSULTANT certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the TOWN may immediately terminate this Agreement at its sole option if the CONSULTANT or its subconsultants are found to have submitted a false certification; or if the CONSULTANT, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

31.2 If this Agreement is for more than one million dollars, the CONSULTANT certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the TOWN may immediately terminate this Agreement at its sole option if the CONSULTANT, its affiliates, or its subconsultants are found to have submitted a false certification; or if the CONSULTANT, its affiliates, or its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

31.3 The CONSULTANT agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated consulting prohibitions then they shall become inoperative.

SECTION 32. PROHIBITION AGAINST CONTINGENCY FEES.

32.1 In accordance with Section 287.055(6)(a), Florida Statutes CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

SECTION 33. NONCOERCIVE CONDUCT AFFIDAVIT.

33.1 Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Contractor acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

SECTION 34. PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN.

If this contract contemplates the Town giving access to an individual's personal identifying information, then the following applies:

A. Pursuant to Section 287.138, Florida Statutes, a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria of Section 287.1838, Florida Statutes. By entering into this Agreement, the Contractor acknowledges that it has read Section 287.138, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and Incorporated herein.

SECTION 35. ENTIRE AGREEMENT, VALIDITY, APPLICABLE LAW, ASSIGNMENTS

35.1 This Agreement, together with all PROJECT TASKS subsequently issued hereunder by TOWN, shall embody the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged into this Agreement and such PROJECT TASKS.

35.2 The parties hereto and their respective legal counsel participated, or the parties hereto were given the opportunity to have their legal counsel participate in the preparation of this Agreement and each WORK ORDER hereunder; therefore, this Agreement and each WORK ORDER issued hereunder shall be construed neither against nor in favor of any party hereto, but rather in accordance with the fair meaning thereof.

35.3 Neither this Agreement nor any WORK ORDER issued hereunder may be amended, modified, changed, or supplemented in whole or in part except by an instrument in writing signed by the party or parties against whom enforcement of any such amendment, modification, change or supplement is sought.

35.4 The failure of any party at any time or times to require performance of any provision of this Agreement or any WORK ORDER hereunder shall in no manner affect such party's right to enforce the same. A party may waive a provision of this Agreement or any WORK ORDER hereunder only in a signed writing specifically stating what is waived. The waiver by any party of any breach of any provision of this Agreement or any WORK ORDER hereunder shall not be construed to be a waiver by any such party of any succeeding breach of that provision or any other provision.

35.5 The invalidity, illegality or unenforceability of any provision or provisions of this Agreement or any WORK ORDER hereunder will not affect any other provision of this Agreement or such WORK ORDER, which shall remain in full force and effect, nor will the invalidity, illegality or unenforceability of a portion of any provision of this Agreement or any

related WORK ORDER affect the balance of such provision. In the event that any one or more of the provisions contained in this Agreement or any WORK ORDER hereunder or portion thereof shall for any reason be finally held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, this Agreement and any such WORK ORDER shall be reformed, construed and enforced as if such invalid, illegal or unenforceable provision had never been contained therein.

35.6 The title of this Agreement and any WORK ORDER hereunder and the section and paragraph headings contained in this Agreement and such WORK ORDER are not substantive parts of this Agreement or such WORK ORDER and shall not expand, limit or restrict this Agreement or such WORK ORDER in any way.

35.7 This Agreement and any WORK ORDER hereunder may be executed on one or more counterparts, each of which shall be deemed an original and all which together will constitute one and the same instrument.

35.8 CONSULTANT shall not assign or transfer the Agreement or any Task, or its rights, title or interests therein, without TOWN'S prior written approval. The obligations undertaken by CONSULTANT pursuant to the Agreement shall not be delegated or assigned to any other person or firm unless TOWN shall first consent in writing to the assignment.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this _____

day of _____, 2025.

CONSULTANT

TOWN OF HILLSBORO BEACH

Signature

Dawn Miller, Mayor

Name

Date

Title

Approved as to form and legal sufficiency:

Date

Goren, Cherif, Doody & Ezrol, P.A.
Town Attorney

Attest:

Sherry Henderson, Town Clerk



ADDENDUM NO. 1
RFQ 2025-02-01
TOWN OF HILLSBORO BEACH
COMPREHENSIVE VULNERABILITY ASSESSMENT
February 24, 2025

Prospective Respondents:

This Addendum No. 1 is issued in reference to “*RFQ 2025-02-01 Town of Hillsboro Beach Comprehensive Vulnerability Assessment*” in response to request for information:

1. Does the Town of Hillsboro Beach have a copy of the Stormwater Master Plan and the Community Development Program?

Town response: No. The Town does not have a stormwater system, utility or model. There are no publicly maintained stormwater drains, however most private properties have stormwater drains.

2. Does the Town of Hillsboro Beach have a stormwater model?:

Town response: No.

Any questions regarding this Addendum No. 1 should be submitted in writing to the Procurement Manager at procurement@townofhillsborobeach.com. Respondents are reminded to acknowledge receipt of this addendum as part of your submission.

Sincerely,

Donna Rockfeld
Procurement Manager



NOTICE OF EVALUATION COMMITTEE MEETING

Town of Hillsboro Beach Comprehensive Vulnerability Assessment RFQ 2025-02-01

An Evaluation Committee meeting for review of the \proposals received in response to RFQ 2025-02-01 Town of Hillsboro Beach Comprehensive Vulnerability Assessmsent will be held on Wednesday, June 18, 2025 beginning at 9:30 a.m.

The purpose of this meeting will be to evaluate and score each proposal for ranking based on the criteria established in the Request for Proposals.

Location: Town Hall
 1210 Hillsboro Mile
 Hillsboro Beach, FL 33062

The Committee may recommend ranking or shortlist for further consideration.

For comments or questions contact Donna Rockfeld, Procurement Manager at DRockfeld@townofhillsborobeach.com.

If a person decides to appeal any decision made by the Town or Commission with respect to any matter considered at such meeting, he or she will need a record of the proceedings, and that, for such purpose, he or she 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.

If you desire auxiliary services to assist in viewing or hearing the meeting or reading agendas and minutes for the meeting, please contact the Village Clerk's Office at 954-427-4011 ext 2 or email: Shenderson@townofhillsborobeach.com and arrangements will be made to provide these services to you.



Calvin, Giordano & Associates, Inc.

A SAFEbuilt COMPANY

Hillsboro Beach, FL, Town of
Attn: Bloom, Stephen
1210 Hillsboro Mile
Hillsboro, FL 33062
Stephen.Bloom@inframark / terri.lusk@inframark
/Sh

Invoice

Invoice Number: 1971604
Invoice Date: 5/31/2025
Terms: Net 30 Days
Due Date: 6/30/2025
Customer #: AJ-0005085
Customer PO #:

FF - Building Code Services Summary

Description	Current Amount
Building Insp %Fee	\$13,809.57
Invoice Total	\$13,809.57

Supporting Detail

Building Insp %Fee

<u>Date</u>	<u>Units</u>	<u>Rate</u>	<u>Amount</u>	<u>Description</u>
5/31/2025	1.00	\$13,809.57	\$13,809.57	Building Permit Services % of Fee
Subtotal	1.00		\$13,809.57	

Please remit to:
P.O BOX 919903
Orlando, FL 32891-9903

Net Invoice:	\$13,809.57
Freight:	\$0.00
Sales Tax:	\$0.00
Invoice Total:	\$13,809.57



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

**Start Date: 5/1/2025
End Date: 5/31/2025**

	Permit Fees	Town Revenue	Fire Fees	Zoning Fees	Admin Fees	CGA Revenue	BORA	DBPR	DCA
MTD	\$16,246.55	\$2,436.98	\$0.00	\$150.00	\$0.00	\$13,809.57	\$196.96	\$115.50	\$152.48
YTD	\$2,386,988.14	\$358,048.22	\$5,250.00	\$12,150.00	\$2,775.00	2,028,939.92	\$77,282.92	\$37,401.81	\$55,911.17



**The Town of Hillsboro Beach
All Fees Collected**

**Start Date: 05/01/2025
End Date: 05/31/2025**

Transaction #	Application #	Fee Description	Quantity	Amount	Date
614452	39209293	Building Permit Fee	6500	\$ 172.25	5/6/2025
614452	39209293	BRA - Board of Rules & Appeals Fee	6500	\$ 3.64	5/6/2025
614452	39209293	Goverment Fees FL BCAIF Surcharge	172.25	\$ 2.58	5/6/2025
614452	39209293	Goverment Fees FL DBPR Surcharge	172.25	\$ 2.00	5/6/2025
614532	730661	Building Safety Program	1	\$ 350.00	5/7/2025
614594	39204855	Building Permit Fee	6000	\$ 159.00	5/8/2025
614594	39204855	BRA - Board of Rules & Appeals Fee	6000	\$ 3.12	5/8/2025
614594	39204855	Goverment Fees FL BCAIF Surcharge	159	\$ 2.38	5/8/2025
614594	39204855	Goverment Fees FL DBPR Surcharge	159	\$ 2.00	5/8/2025
614594	39204855	Building Permit Fee	3500	\$ 125.00	5/8/2025
614594	39204855	BRA - Board of Rules & Appeals Fee	3500	\$ 2.08	5/8/2025
614594	39204855	Goverment Fees FL BCAIF Surcharge	125	\$ 2.00	5/8/2025
614594	39204855	Goverment Fees FL DBPR Surcharge	125	\$ 2.00	5/8/2025
614594	39204855	Building Permit Fee	1500	\$ 125.00	5/8/2025
614594	39204855	BRA - Board of Rules & Appeals Fee	1500	\$ 2.00	5/8/2025
614594	39204855	Goverment Fees FL BCAIF Surcharge	125	\$ 2.00	5/8/2025
614594	39204855	Goverment Fees FL DBPR Surcharge	125	\$ 2.00	5/8/2025
614594	39204855	Plan Review Fee	1	\$ 95.00	5/8/2025
614618	39208858	Building Permit Fee	1480	\$ 125.00	5/8/2025
614618	39208858	BRA - Board of Rules & Appeals Fee	1480	\$ 2.00	5/8/2025
614618	39208858	Goverment Fees FL BCAIF Surcharge	125	\$ 2.00	5/8/2025
614618	39208858	Goverment Fees FL DBPR Surcharge	125	\$ 2.00	5/8/2025
614618	39208852	Building Permit Fee	1520	\$ 125.00	5/8/2025
614618	39208852	BRA - Board of Rules & Appeals Fee	1520	\$ 2.00	5/8/2025
614618	39208852	Goverment Fees FL BCAIF Surcharge	125	\$ 2.00	5/8/2025
614618	39208852	Goverment Fees FL DBPR Surcharge	125	\$ 2.00	5/8/2025
614618	39208852	Plan Review Fee	1	\$ 95.00	5/8/2025
614685	39208278	Building Permit Fee	5630	\$ 149.19	5/9/2025
614685	39208278	BRA - Board of Rules & Appeals Fee	5630	\$ 3.12	5/9/2025
614685	39208278	Goverment Fees FL BCAIF Surcharge	149.19	\$ 2.23	5/9/2025
614685	39208278	Goverment Fees FL DBPR Surcharge	149.19	\$ 2.00	5/9/2025
614685	39208278	Plan Review Fee	1	\$ 95.00	5/9/2025
614740	39197491	Permit Card Replacement; CO/CC	1	\$ 25.00	5/9/2025
614741	39204443	Permit Card Replacement; CO/CC	1	\$ 25.00	5/9/2025
614828	39208589	Building Permit Fee	7169	\$ 189.97	5/12/2025
614828	39208589	BRA - Board of Rules & Appeals Fee	7169	\$ 4.16	5/12/2025
614828	39208589	Goverment Fees FL BCAIF Surcharge	189.97	\$ 2.84	5/12/2025
614828	39208589	Goverment Fees FL DBPR Surcharge	189.97	\$ 2.00	5/12/2025
614845	39208498	Building Permit Fee	2000	\$ 125.00	5/13/2025
614845	39208498	BRA - Board of Rules & Appeals Fee	2000	\$ 2.00	5/13/2025
614845	39208498	Goverment Fees FL BCAIF Surcharge	125	\$ 2.00	5/13/2025
614845	39208498	Goverment Fees FL DBPR Surcharge	125	\$ 2.00	5/13/2025



The Town of Hillsboro Beach
All Fees Collected

Start Date: 05/01/2025
End Date: 05/31/2025

614845	39208498	Building Permit Fee	3410	\$	125.00	5/13/2025
614845	39208498	BRA - Board of Rules & Appeals Fee	3410	\$	2.08	5/13/2025
614845	39208498	Government Fees FL BCAIF Surcharge	125	\$	2.00	5/13/2025
614845	39208498	Government Fees FL DBPR Surcharge	125	\$	2.00	5/13/2025
614874	39210049	Building Permit Fee	11463	\$	303.76	5/13/2025
614874	39210049	BRA - Board of Rules & Appeals Fee	11463	\$	6.24	5/13/2025
614874	39210049	Government Fees FL BCAIF Surcharge	303.76	\$	4.55	5/13/2025
614874	39210049	Government Fees FL DBPR Surcharge	303.76	\$	3.03	5/13/2025
614889	39210367	Building Permit Fee	21701.44	\$	575.08	5/13/2025
614889	39210367	BRA - Board of Rules & Appeals Fee	21701.44	\$	11.44	5/13/2025
614889	39210367	Government Fees FL BCAIF Surcharge	575.08	\$	8.62	5/13/2025
614889	39210367	Government Fees FL DBPR Surcharge	575.08	\$	5.75	5/13/2025
614905	39207734	Building Permit Fee	2000	\$	125.00	5/13/2025
614905	39207734	BRA - Board of Rules & Appeals Fee	2000	\$	2.00	5/13/2025
614905	39207734	Government Fees FL BCAIF Surcharge	125	\$	2.00	5/13/2025
614905	39207734	Government Fees FL DBPR Surcharge	125	\$	2.00	5/13/2025
614905	39207734	Plan Review Fee	1	\$	95.00	5/13/2025
614923	39191865	Change Of Contractor	1	\$	95.00	5/13/2025
614953	39209772	Building Permit Fee	37250	\$	987.12	5/14/2025
614953	39209772	BRA - Board of Rules & Appeals Fee	37250	\$	19.76	5/14/2025
614953	39209772	Government Fees FL BCAIF Surcharge	987.12	\$	14.80	5/14/2025
614953	39209772	Government Fees FL DBPR Surcharge	987.12	\$	9.87	5/14/2025
614965	449373	Plan Review Fee	1	\$	95.00	5/14/2025
614965	449373	Change Of Contractor	1	\$	95.00	5/14/2025
615019	39208376	Building Permit Fee	24124	\$	639.28	5/14/2025
615019	39208376	BRA - Board of Rules & Appeals Fee	24124	\$	13.00	5/14/2025
615019	39208376	Government Fees FL BCAIF Surcharge	639.28	\$	9.58	5/14/2025
615019	39208376	Government Fees FL DBPR Surcharge	639.28	\$	6.39	5/14/2025
615045	39207537	Building Permit Fee	6481.2	\$	171.75	5/15/2025
615045	39207537	BRA - Board of Rules & Appeals Fee	6481.2	\$	3.64	5/15/2025
615045	39207537	Government Fees FL BCAIF Surcharge	171.75	\$	2.57	5/15/2025
615045	39207537	Government Fees FL DBPR Surcharge	171.75	\$	2.00	5/15/2025
615045	39207537	Plan Review Fee	1	\$	95.00	5/15/2025
615066	39210617	Building Permit Fee	49956.68	\$	1,323.85	5/15/2025
615066	39210617	BRA - Board of Rules & Appeals Fee	49956.68	\$	26.00	5/15/2025
615066	39210617	Government Fees FL BCAIF Surcharge	1323.85	\$	19.85	5/15/2025
615066	39210617	Government Fees FL DBPR Surcharge	1323.85	\$	13.23	5/15/2025
615092	39206298	Building Permit Fee	16000	\$	424.00	5/15/2025
615092	39206298	BRA - Board of Rules & Appeals Fee	16000	\$	8.32	5/15/2025
615092	39206298	Government Fees FL BCAIF Surcharge	424	\$	6.36	5/15/2025
615092	39206298	Government Fees FL DBPR Surcharge	424	\$	4.24	5/15/2025
615092	39206298	Building Permit Fee	3500	\$	125.00	5/15/2025
615092	39206298	BRA - Board of Rules & Appeals Fee	3500	\$	2.08	5/15/2025



The Town of Hillsboro Beach
All Fees Collected

Start Date: 05/01/2025
End Date: 05/31/2025

615092	39206298	Goverment Fees FL BCAIF Surcharge	125	\$	2.00	5/15/2025
615092	39206298	Goverment Fees FL DBPR Surcharge	125	\$	2.00	5/15/2025
615092	39206298	Building Permit Fee	6500	\$	172.25	5/15/2025
615092	39206298	BRA - Board of Rules & Appeals Fee	6500	\$	3.64	5/15/2025
615092	39206298	Goverment Fees FL BCAIF Surcharge	172.25	\$	2.58	5/15/2025
615092	39206298	Goverment Fees FL DBPR Surcharge	172.25	\$	2.00	5/15/2025
615092	39206298	Plan Review Fee	1	\$	95.00	5/15/2025
615213	39208822	Building Permit Fee	6600	\$	174.90	5/19/2025
615213	39208822	BRA - Board of Rules & Appeals Fee	6600	\$	3.64	5/19/2025
615213	39208822	Goverment Fees FL BCAIF Surcharge	174.9	\$	2.62	5/19/2025
615213	39208822	Goverment Fees FL DBPR Surcharge	174.9	\$	2.00	5/19/2025
615213	39208822	Plan Review Fee	1	\$	95.00	5/19/2025
615221	39207778	Building Permit Fee	2500	\$	125.00	5/19/2025
615221	39207778	BRA - Board of Rules & Appeals Fee	2500	\$	2.00	5/19/2025
615221	39207778	Goverment Fees FL BCAIF Surcharge	125	\$	2.00	5/19/2025
615221	39207778	Goverment Fees FL DBPR Surcharge	125	\$	2.00	5/19/2025
615221	39207778	Plan Review Fee	1	\$	95.00	5/19/2025
615221	39207778	Building Permit Fee	700	\$	125.00	5/19/2025
615221	39207778	BRA - Board of Rules & Appeals Fee	700	\$	2.00	5/19/2025
615221	39207778	Goverment Fees FL BCAIF Surcharge	125	\$	2.00	5/19/2025
615221	39207778	Goverment Fees FL DBPR Surcharge	125	\$	2.00	5/19/2025
615221	39207778	Plan Review Fee	1	\$	95.00	5/19/2025
615268	39208838	Building Permit Fee	45000	\$	1,192.50	5/20/2025
615268	39208838	BRA - Board of Rules & Appeals Fee	45000	\$	23.40	5/20/2025
615268	39208838	Goverment Fees FL BCAIF Surcharge	1192.5	\$	17.88	5/20/2025
615268	39208838	Goverment Fees FL DBPR Surcharge	1192.5	\$	11.92	5/20/2025
615268	39208838	Building Permit Fee	5000	\$	125.00	5/20/2025
615268	39208838	BRA - Board of Rules & Appeals Fee	5000	\$	2.60	5/20/2025
615268	39208838	Goverment Fees FL BCAIF Surcharge	125	\$	2.00	5/20/2025
615268	39208838	Goverment Fees FL DBPR Surcharge	125	\$	2.00	5/20/2025
615268	39208838	Building Permit Fee	2000	\$	125.00	5/20/2025
615268	39208838	BRA - Board of Rules & Appeals Fee	2000	\$	2.00	5/20/2025
615268	39208838	Goverment Fees FL BCAIF Surcharge	125	\$	2.00	5/20/2025
615268	39208838	Goverment Fees FL DBPR Surcharge	125	\$	2.00	5/20/2025
615318	39205862	Permit Card Replacement; CO/CC	1	\$	25.00	5/20/2025
615341	124691	Zoning Plan Review	1	\$	150.00	5/20/2025
615341	124691	Plan Review Fee	1	\$	95.00	5/20/2025
615350	39209415	Building Permit Fee	17693.27	\$	468.87	5/21/2025
615350	39209415	BRA - Board of Rules & Appeals Fee	17693.27	\$	9.36	5/21/2025
615350	39209415	Goverment Fees FL BCAIF Surcharge	468.87	\$	7.03	5/21/2025
615350	39209415	Goverment Fees FL DBPR Surcharge	468.87	\$	4.68	5/21/2025
615350	39209415	Plan Review Fee	1	\$	95.00	5/21/2025
615451	39211784	Building Permit Fee	4500	\$	125.00	5/22/2025



The Town of Hillsboro Beach
All Fees Collected

Start Date: 05/01/2025
End Date: 05/31/2025

615451	39211784	BRA - Board of Rules & Appeals Fee	4500	\$	2.60	5/22/2025
615451	39211784	Government Fees FL BCAIF Surcharge	125	\$	2.00	5/22/2025
615451	39211784	Government Fees FL DBPR Surcharge	125	\$	2.00	5/22/2025
615452	39211786	Building Permit Fee	4500	\$	125.00	5/22/2025
615452	39211786	BRA - Board of Rules & Appeals Fee	4500	\$	2.60	5/22/2025
615452	39211786	Government Fees FL BCAIF Surcharge	125	\$	2.00	5/22/2025
615452	39211786	Government Fees FL DBPR Surcharge	125	\$	2.00	5/22/2025
615469	39205531	Re-Inspection Fee	1	\$	95.00	5/22/2025
615553	616485	Plan Review Fee	1	\$	95.00	5/24/2025
615553	616485	Plan Review Fee	1	\$	95.00	5/24/2025
615555	493920	Building Safety Program	1	\$	350.00	5/25/2025
615586	39212168	Building Permit Fee	16602	\$	439.95	5/27/2025
615586	39212168	BRA - Board of Rules & Appeals Fee	16602	\$	8.84	5/27/2025
615586	39212168	Government Fees FL BCAIF Surcharge	439.95	\$	6.59	5/27/2025
615586	39212168	Government Fees FL DBPR Surcharge	439.95	\$	4.39	5/27/2025
615617	614326	Expired Permit - Greater Than 180 Days	2946.8	\$	2,946.80	5/28/2025
615617	614326	Expired Permit - Greater Than 180 Days	212	\$	212.00	5/28/2025
615617	614326	Expired Permit - Greater Than 180 Days	287.39	\$	287.39	5/28/2025
615617	614326	Expired Permit - Greater Than 180 Days	212	\$	212.00	5/28/2025
615650	39212293	Building Permit Fee	5800	\$	153.70	5/28/2025
615650	39212293	BRA - Board of Rules & Appeals Fee	5800	\$	3.12	5/28/2025
615650	39212293	Government Fees FL BCAIF Surcharge	153.7	\$	2.30	5/28/2025
615650	39212293	Government Fees FL DBPR Surcharge	153.7	\$	2.00	5/28/2025
615683	39212552	Building Permit Fee	5500	\$	145.75	5/28/2025
615683	39212552	BRA - Board of Rules & Appeals Fee	5500	\$	3.12	5/28/2025
615683	39212552	Government Fees FL BCAIF Surcharge	145.75	\$	2.18	5/28/2025
615683	39212552	Government Fees FL DBPR Surcharge	145.75	\$	2.00	5/28/2025
615693	39153563	Expired Permit - Greater Than 180 Days	125	\$	125.00	5/29/2025
615719	688561	Permit Card Replacement; CO/CC	1	\$	25.00	5/29/2025
615728	39212707	Building Permit Fee	3400	\$	125.00	5/29/2025
615728	39212707	BRA - Board of Rules & Appeals Fee	3400	\$	2.08	5/29/2025
615728	39212707	Government Fees FL BCAIF Surcharge	125	\$	2.00	5/29/2025
615728	39212707	Government Fees FL DBPR Surcharge	125	\$	2.00	5/29/2025
615729	39212709	Building Permit Fee	5040	\$	133.56	5/29/2025
615729	39212709	BRA - Board of Rules & Appeals Fee	5040	\$	3.12	5/29/2025
615729	39212709	Government Fees FL BCAIF Surcharge	133.56	\$	2.00	5/29/2025
615729	39212709	Government Fees FL DBPR Surcharge	133.56	\$	2.00	5/29/2025
615799	39211026	Building Permit Fee	7420	\$	196.63	5/30/2025
615799	39211026	BRA - Board of Rules & Appeals Fee	7420	\$	4.16	5/30/2025
615799	39211026	Government Fees FL BCAIF Surcharge	196.63	\$	2.94	5/30/2025
615799	39211026	Government Fees FL DBPR Surcharge	196.63	\$	2.00	5/30/2025
				\$16,861.49		

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

TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile
Hillsboro Beach FL 33062

Attn: Mac Serda, Town Manager

Page: 1
06/20/2025
ACCOUNT NO: 1182-0606480
STATEMENT NO: 71952

Labor Matters

			HOURS	
06/03/2025	DJD	Telephone conference with Denise Heekin.	0.20	
06/04/2025	DJD	Review emails.	0.20	
		FOR CURRENT SERVICES RENDERED	0.40	120.00

	RECAPITULATION			
<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>	
D.J. Doody	0.40	\$300.00	\$120.00	

TOTAL CURRENT WORK 120.00

BALANCE DUE \$120.00

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

TOWN OF HILLSBORO BEACH
Town Clerk
Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach FL 33062
E: Sherry D. Henderson, CMC TOWN CLERK

Page: 1
06/20/2025
ACCOUNT NO: 1182-1201004
STATEMENT NO: 71954

Attn: Mac Serda, Town Manager

adv. Richard Crusco & Charles Doherty (re: ORD12-269)

			HOURS	
05/29/2025	DJD	Review Order granting Motion to Stay.	0.20	
06/03/2025	DJD	Initial review of proposed Cross Motion Summary Judgment; telephone conference with Jeff Bass.	1.10	
06/04/2025	DJD	Review cross motion for summary judgment	0.70	
06/09/2025	DJD	Review of Plaintiff's Motion for Summary Judgment; review of Hillsboro Mile Property Owner's Motion for Summary Judgment; telephone conference with Jeff Bass.	2.20	
06/10/2025	DJD	Telephone conference with Jeff Bass; review caselaw; initial draft of response to Plaintiff's Motion for Summary Judgment.	3.40	
06/11/2025	SN	Research notice requirements and any caselaw on title of an ordinance.	1.80	
	DJD	Continuing efforts relative to Response to Motion for Summary Judgment.	3.30	
06/12/2025	DJD	Research Florida case law; continuation of draft response.	2.60	
06/13/2025	SN	Research notice requirement, single subject requirement; draft language for DJD.	2.50	
	DJD	Continuation of crafting response to Motion fo Summary Judgment.	2.70	
06/16/2025	DJD	Finalize and file Response to Motion for Summary Judgment.	3.20	
06/17/2025	DJD	Telephone call with Jeff Bass; prepare Answer.	1.20	
06/18/2025	DJD	Draft Answer and Affirmative Defenses.	0.60	
		FOR CURRENT SERVICES RENDERED	25.50	7,650.00
RECAPITULATION				
	<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
	D.J. Doody	21.20	\$300.00	\$6,360.00
	Susannah Nesmith	4.30	300.00	1,290.00

Photocopies	104.30
TOTAL OUT-OF-POCKET EXPENSES	104.30

TOWN OF HILLSBORO BEACH

Page: 2
06/20/2025
ACCOUNT NO: 1182-1201004
STATEMENT NO: 71954

adv. Richard Crusco & Charles Doherty (re: ORD12-269)

TOTAL CURRENT WORK

7,754.30

BALANCE DUE

\$7,754.30

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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

TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile
Hillsboro Beach FL 33062

Attn: Mac Serda, Town Manager

Page: 1
06/20/2025
ACCOUNT NO: 1182-0606490
STATEMENT NO: **71953**

General Matters

			HOURS	
05/22/2025	DJD	Provide comments to Chief's Contract	0.80	
	DJD	Review contract for Chief.	0.50	
05/23/2025	DJD	Telephone conference with Mayor Miller; compare prior chief contract.	0.80	
05/27/2025	DJD	Initial review of Board of Zoning appeals and Commission Agenda.	0.80	
05/30/2025	DJD	Address agenda item 987 Hillsboro Mile.	0.70	
06/02/2025	DJD	Prepare for Town Commission Meeting ; telephone conference with Mayor Miller; review public records request.	1.40	
	SMS	Research on banking info and public records.	0.70	
06/03/2025	SMS	Research on hardship requirements; Research on public records and bank accounts.	1.40	
	DJD	Prepare for and attend Town Commission Meeting.	3.90	
06/09/2025	DJD	Telephone conference with Town Manager regarding Winter Sun.	0.30	
06/10/2025	DJD	Telephone conference with Mayor Miller regarding Winter Sun.	0.30	
06/11/2025	DJD	Telephone conference with Chief of Police	0.30	
06/12/2025	DJD	Review Winter Sun Deed.	0.30	
06/13/2025	DJD	Address status of Winter Sun code liens; Telephone conference with Town Manager.	0.80	
06/16/2025	DJD	Review proposed agenda.	0.30	
06/17/2025	SMS	Review related to potential foreclosure.	0.40	
	DJD	Preparation of Resolution regarding American Underwater Contractors.	0.20	
06/19/2025	DJD	Review Code regarding Board meetings; review email and documentation from Donna Rockfeld.	0.80	
		FOR CURRENT SERVICES RENDERED	14.70	4,410.00

TIMEKEEPER
D.J. Doody

RECAPITULATION

<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
12.20	\$300.00	\$3,660.00

General Matters

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
Sean M. Swartz	2.50	300.00	750.00

Photocopies	74.90
-------------	-------

TOTAL OUT-OF-POCKET EXPENSES	74.90
------------------------------	-------

TOTAL CURRENT WORK	4,484.90
--------------------	----------

BALANCE DUE	<u>\$4,484.90</u>
--------------------	--------------------------

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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

TOWN OF HILLSBORO BEACH
Town Clerk
Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach FL 33062
E: Sherry D. Henderson, CMC TOWN CLERK

Attn: Mac Serda, Town Manager

adv. U.S. Department of Housing and Urban Development (Foreclosure)

Page: 1
06/20/2025
ACCOUNT NO: 1182-1201005
STATEMENT NO: 71955

				HOURS	
06/04/2025	SMS	Correspondence and discussion on sale and surplus.		0.30	
		FOR CURRENT SERVICES RENDERED		0.30	90.00
RECAPITULATION					
	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
	Sean M. Swartz		0.30	\$300.00	\$90.00
TOTAL CURRENT WORK					90.00
BALANCE DUE					\$90.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: FINANCE DEPARTMENT

Fiscal Year 2024-2025 2nd Quarter Report

Stephen Bloom, Finance, Inframark

Submitting Dept: Finance, Sherry Henderson, Town Clerk

Agenda Date: July 1, 2025

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

[ALTERNATIVE_ACTION]

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:

1. TOHB Slides Mar25
2. Town of Hillsboro Beach March 25 Financials



TOWN OF HILLSBORO BEACH



FINANCIAL REPORT FY2025 2ND QUARTER – MARCH 2025

Meeting Date: July 1, 2025

1

GENERAL FUND

Overview

(50% Year Complete)

- ▶ Surplus of \$2.64 million through March. (Total funding over/under Expenditures)

Revenue / Other Sources

- ▶ Total Funding through March is 81% of the annual budget.
 - Total Property tax collections were 91.2% of the annual budget through March.
 - Total funding is 85.9% excluding the budgeted use of fund balance.

Description	Budget	Actual	% of Budget
Property Taxes	\$ 6,483,919	\$ 5,896,295	90.9%
Other Local Taxes	322,000	153,916	47.8%
Intergovernmental Revenues	235,173	92,824	39.5%
Fines & Forfeitures	2,050	563	27.5%
Miscellaneous Revenues	125,000	39,297	31.4%
Interest Income	245,100	183,564	74.9%
Transfer In	50,000	25,000	50.0%
Use/(Add'l) Fund Balance	431,450	-	0.0%
Total Funding	\$ 7,894,692	\$ 6,391,459	81.0%



2

Financial Report - March 2025

2

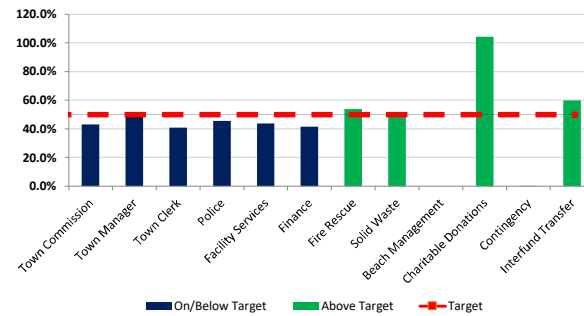
GENERAL FUND

(50% Year Complete)

Expenditures

- ▶ Total expenditures through March were 47.5% of the annual budget or \$3.8 million.
- ▶ The Interfund Transfer amount includes \$492.7 thousand for Debt Service; \$16.7 thousand for P&Z and \$4.9 thousand for Capital Project expenditures.

General Fund- % of Budget Spent by Department



3

Financial Report - March 2025

3

SPECIAL REVENUE FUNDS

(50% Year Complete)

Fund Highlights

- ▶ Community Bus Fund – Surplus of \$11.1 thousand.
 - Revenue collected from Transportation Grant and Local Option Gas Tax was 51.6% of annual budget or \$56 thousand.
 - Expenses are 41.4% of annual budget or \$44.9 thousand.
- ▶ Marine Law Enforcement Fund – 53.4% of annual budget or \$19.9 thousand.
 - Revenue received from County Marine Grant.
- ▶ Building Permits Fund - Surplus of \$340.2 thousand.
 - The revenue collected from Permitting Fees was 243.8% of the annual budget or \$2.34 million.
 - Expenditures are 208.4% of annual budget or \$1.99 million.
- ▶ P&Z, Code Compliance Fund –Total funding and expenditures through March was 35.5% of annual budget.
 - The revenue was collected from Planning & Zoning fees as well as Fire fees.
- ▶ Federal Forfeitures / Asset Sharing Fund - Current Cash Balance as of March was \$959.7 thousand.
 - Expenses include pistol certification training, overtime for various operations, meetings and gun sights.



4

Financial Report - March 2025

4

OTHER FUNDS

(50% Year Complete)

Debt Service Fund – (2023 Beach Loan)

- The principal and interest payments were made on the 2023 Beach Loan in October for \$492.7 thousand.
- The loan was paid down with funding from FEMA through Deerfield Beach for \$2.7 million.

Capital Projects Fund – (General Fund Improvements)

- The total expenditures through March were \$3.67 million or 73.4% of the annual budget.
 - Projects include beach project, Community Room renovation deposit, Town Hall parking and bocce court, continued physical & biological monitoring and preliminary engineering for beach projects past and present.



5

Financial Report - March 2025

5

WATER FUND

(50% Year Complete)

Overview

- Excluding the Debt Service, it is a favorable \$359 thousand.
- Operations had a surplus of \$210.8 thousand.
- Debt Service had a deficit of \$160.4 thousand. This is an expected deficit due to pre-collection of the surcharges.

Revenue/Other Sources

- Total funding for the water fund (operations) is 46.7% of the annual budget or \$731.3 thousand.
- Total water service revenue is 48.2% of the annual budget or \$678.6 thousand.
- The water usage billings through March is **up** by 7.7% compared to last year at this same time.



6

Financial Report - March 2025

6

WATER FUND

(50% Year Complete)

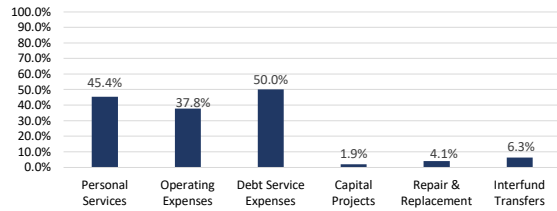
Expenses

- ▶ Total expenses through March were at 42.4% of the annual budget or \$495.4 thousand.

Debt Service Expenses:

- ❑ The loan payment for the Water Plant project was made on March 15, 2025.
- ❑ The next loan payment for Water Main project will be made on May 15, 2025.

Water Fund - % of Budget Spent by Type



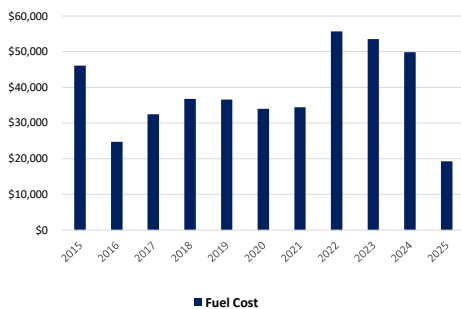
7

Financial Report - March 2025

7

FUEL COSTS ANALYSIS

Fuel Cost by Fiscal Year



Fuel Comparison by Fiscal Year (Full year)

Fiscal Year	Fuel Cost	Gallons Purchased	Avg Price / Gallon
2011	\$56,162		
2012	\$58,320		
2013	\$57,515		
2014	\$54,888		
2015	\$46,030		
2016	\$24,771	11,858	\$2.09
2017	\$32,433	13,405	\$2.42
2018	\$36,733	12,320	\$2.98
2019	\$36,586	13,666	\$2.68
2020	\$33,942	15,133	\$2.24
2021	\$34,450	14,480	\$2.38
2022	\$55,678	15,464	\$3.60
2023	\$53,497	15,665	\$3.42
2024	\$49,796	15,499	\$3.21
2025	\$19,249	6,324	\$3.04



8

Financial Report - March 2025

8

WORKERS' COMPENSATION INSURANCE - ANALYSIS OF CLAIMS

Amount & Status of Claims by Fiscal Year

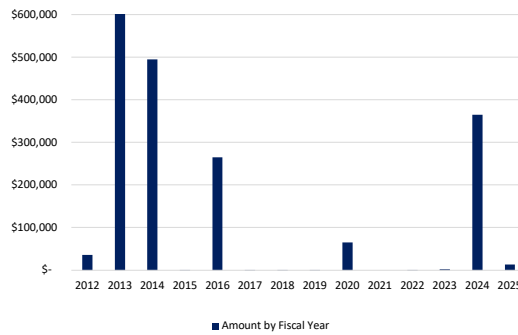
Fiscal Year	Amount by Fiscal Year	Claim Status
2012	\$ 35,536	Closed
2013	\$ 609,507	Closed
2014	\$ 494,929	Closed
2015	\$ 404	Closed
2016	\$ 264,562	Closed
2017	\$ 102	Closed
2018	\$ 608	Closed
2019	\$ 368	Closed
2020	\$ 65,072	Closed
2021	\$ -	Closed
2022	\$ 320	Closed
2023	\$ 1,692	Closed
2024	\$ 364,685	Open Claim*
2025	\$ 13,000	Open Claim

*Claim for \$364k occurred in August 2023, but was not added until 3rd quarter 2024.

Updated through March 31, 2025



Total Claims by Fiscal Year



9

Financial Report - March 2025

9

WORKERS' COMPENSATION INSURANCE - PREMIUM COST

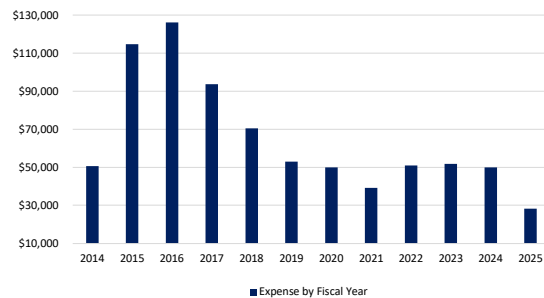
Cost by Fiscal Year & Department

Fiscal Year	Admin	Police	Water	Total
2014	\$ 1,653	\$ 39,343	\$ 9,560	\$ 50,556
2015	\$ 5,350	\$ 81,530	\$ 27,726	\$ 114,606
2016	\$ 5,897	\$ 89,829	\$ 30,361	\$ 126,086
2017	\$ 4,180	\$ 65,618	\$ 23,855	\$ 93,653
2018	\$ 3,313	\$ 49,202	\$ 17,897	\$ 70,412
2019	\$ 2,648	\$ 35,306	\$ 14,940	\$ 52,894
2020	\$ 2,577	\$ 32,766	\$ 14,552	\$ 49,894
2021	\$ 1,488	\$ 29,819	\$ 7,863	\$ 39,170
2022	\$ 1,930	\$ 39,039	\$ 10,030	\$ 50,999
2023	\$ 1,893	\$ 39,959	\$ 9,949	\$ 51,802
2024	\$ 1,804	\$ 38,401	\$ 9,709	\$ 49,914
2025	\$ 1,019	\$ 21,713	\$ 5,530	\$ 28,262
TOTAL	\$ 33,752	\$ 562,523	\$ 181,973	\$ 778,247

** Updated through March 31, 2025



Total Cost by Fiscal Year



10

Financial Report - March 2025

10

MEMORANDUM

TO: Mayor Dawn Miller and Commissioners
FROM: Stephen Bloom, Finance Director
CC: Commissioner David Ravanese, Treasurer
DATE: June 19, 2025
SUBJECT: March 2025 Financial Report

Please find below the quarterly update from the Finance Department. At this point in the fiscal year (through March), the revenues and expenditures should be at 50% of the adopted budget. To further assist with your review, an overview of each of the Town's funds is provided below.

General Fund

- Total funding through March was at 81% of the annual budget.
 - Ad valorem taxes are 91.2% collected through March.
- Total expenditures through March were at 47.5% of the annual budget.

Special Revenue Funds

Community Bus

- Total funding through March were at 51.6% of the annual budget.
- Total expenditures through March were at 41.4% of the annual budget.

Marine Law Enforcement Grant

- Total funding and expenditures through March were at 53.4% of the annual budget.

Building Permits

- Total funding through March were at 243.8% of the annual budget.
- Total expenditures through March were at 208.4% of the annual budget.

P&Z and Code Compliance

- Total funding and expenditures through March were at 35.5% of the annual budget.

Federal Forfeitures / Asset Sharing

- Total funds available through March: \$959,671.

Debt Service Fund – (2023 Beach Loan)

- The principal and interest were paid down in December.

Capital Projects Fund – (General Fund Improvements)

- Total funding and expenditures through March were at 73.4% of the annual budget.

MEMORANDUM

Town of Hillsboro Beach

Subject: March Financial Report

Page 2

Water Fund – (Operations)

- Total funding through March was at 46.7% of the annual budget.
- The water usage billing through March (YTD) is up by 7.7% compared to last year at the same time.
- The chart below compares the usage for March by category (Single Family, Multi Family, Irrigation) with last month and with the prior year - March 2023. The “Change in usage” and “% change” compares the current month with the prior month.
 - Total gallons used for the month of March was up by 13.9% or (2,455) thousand gallons compared to last month.

Usage Comparison in thousands)

Service Type	(Prior Yr)			Month-to-Month Change	
	Mar-24	Feb-25	Mar-25	Change in Usage	% Change
Irrigation	8,273	9,616	11,228	1,612	16.8%
Single Family	1,665	1,240	1,448	208	16.8%
Multi Family	7,888	6,848	7,483	635	9.3%
Total	17,826	17,704	20,159	2,455	13.9%

- Total expenses through March were at 33.2% of the annual budget.

Debt Service – (State Revolving Loans)

- Total funding through March was 50% of the annual budget.
- The next loan payment for the water plant will be made on September 15, 2025.
- The next loan payment for the water main project will be made on November 15, 2025.

Capital Projects Fund – (Water Fund Improvements)

- Total expenditures through March were at 2% of the annual budget.

Town of Hillsboro Beach

Financial Report

March 31, 2025

Prepared by



Town of Hillsboro Beach

Table of Contents

FINANCIAL STATEMENTS

<u>Balance Sheet</u>	Page 1-2
<u>General Fund</u>	
Summary of Fund	Page 3
Revenues	Page 4-5
Expenditures by Department	
Town Commission	Page 6
Town Manager	Page 7
Town Clerk	Page 8
Police	Page 9-10
Facility Services	Page 11
All Other Departments	
Finance	Page 12
Fire Rescue	Page 12
Solid Waste	Page 12
Beach Management	Page 12
Charitable Donations	Page 12
Contingency / Transfers	Page 12
Notes to the Financial Statements - General Fund	Page 13-14
<u>Special Revenue Funds</u>	
Community Bus	Page 15
Marine Law Enforcement Grant	Page 16
Building Permits	Page 17
P&Z, Code Compliance	Page 18
Federal Forfeitures / Asset Sharing	Page 19
<u>Debt Service Fund - 2023 Beach Loan</u>	
Statement of Revenues, Expenses and Changes in Fund Balances	Page 20
<u>Capital Projects Fund - General Fund Improvements</u>	
Statement of Revenues, Expenses and Changes in Fund Balances	Page 21
<u>Water Fund</u>	
Summary of Fund	Page 22
Statement of Revenues, Expenses and Changes in Net Assets	Page 23-24
Notes to the Financial Statements - Water Fund	Page 25
<u>Debt Service Fund - Water Loans</u>	
Statement of Revenues, Expenses and Changes in Net Assets	Page 26
<u>Capital Projects Fund - Water Fund Improvements</u>	
Statement of Revenues, Expenses and Changes in Net Assets	Page 27

SUPPORTING SCHEDULES

Cash and Investment Balances	Page 28
Investment Portfolio	Page 29
Town of Hillsboro Ridership Summary	Page 30

Town of Hillsboro Beach

Financial Statements

(Unaudited)

March 31, 2025



Balance Sheet
March 31, 2025

ACCOUNT DESCRIPTION	GENERAL FUNDS	SPECIAL REVENUE FUNDS	CAPITAL PROJECT FUNDS	WATER FUNDS	TOTAL
<u>ASSETS</u>					
Current Assets					
Equity in Pooled Cash	\$ 6,151,299	\$ 2,003,881	\$ (200,281)	\$ 3,548,633	\$11,503,532
Accounts Receivable	81,585	17,335	-	208,812	307,732
Lease Receivable	-	-	-	172,853	172,853
Allow -Doubtful Accounts	(26,072)	-	-	(45,758)	(71,830)
Notes Receivable-Current	-	-	2,515,693	-	2,515,693
Due From Other Gov'tl Units	18,787	7,644	193,984	-	220,415
Deferred Outflow of Resources	-	-	-	56,763	56,763
Fuel	7,550	-	-	-	7,550
Money Market Account	-	959,671	-	-	959,671
Prepaid Items	124,262	15,000	-	1,535	140,797
Total Current Assets	6,357,411	3,003,531	2,509,396	3,942,838	15,813,176
Noncurrent Assets					
Fixed Assets					
Buildings	-	-	-	2,038,779	2,038,779
Accum Depr - Buildings	-	-	-	(1,194,372)	(1,194,372)
Distribution System	-	-	-	11,743,713	11,743,713
Plant Improvements	-	-	-	608,583	608,583
Infrastructure	-	-	-	102,068	102,068
Accum Depr - Infrastructure	-	-	-	(3,736,470)	(3,736,470)
Equipment	-	-	-	144,706	144,706
Meters	-	-	-	412,136	412,136
Vehicles	-	-	-	104,552	104,552
Accum Depr - Equip/Furniture	-	-	-	(641,930)	(641,930)
Construction Work In Process	-	-	-	137,613	137,613
TOTAL ASSETS	\$ 6,357,411	\$ 3,003,531	\$ 2,509,396	\$13,662,216	\$25,532,554
<u>LIABILITIES</u>					
Current Liabilities					
Accounts Payable	\$ 105,933	\$ 706,005	\$ 65,411	\$ 25,874	\$ 903,223
Accrued Expenses	57,408	9,935	-	-	67,343
DBPR/DCA/BRA Surcharges	-	33,758	-	-	33,758
Notes/Loans Payable - Current	-	-	-	610,206	610,206
Compensated Absences-Current	23,167	-	-	-	23,167
Accrued Interest Payable	-	-	-	23,198	23,198
Accrued Wages Payable	49,563	-	-	10,103	59,666
Accrued Taxes Payable	4,042	-	-	755	4,797
Flexible Spending Account	886	-	-	468	1,354
Deposits	8,125	(23,862)	-	-	(15,737)
Deferred Revenue	-	23,755	2,443,985	-	2,467,740
Total Current Liabilities	249,124	749,591	2,509,396	670,604	4,178,715



Balance Sheet
March 31, 2025

ACCOUNT DESCRIPTION	GENERAL FUNDS	SPECIAL REVENUE FUNDS	CAPITAL PROJECT FUNDS	WATER FUNDS	TOTAL
Long-Term Liabilities					
Note/Loan Payable - LT	-	-	-	6,787,103	6,787,103
Compensated Absences-Long-Term	-	-	-	94,309	94,309
OPEB Liability	-	-	-	7,198	7,198
Deferred Inflow of Resources	-	-	-	14,083	14,083
Net Pension Liability	-	-	-	344,139	344,139
Deferred inflows - Leases	-	-	-	154,670	154,670
Total Long-Term Liabilities	-	-	-	7,401,502	7,401,502
TOTAL LIABILITIES	249,124	749,591	2,509,396	8,072,106	11,580,217
FUND BALANCES / NET ASSETS					
<i>Fund Balances</i>					
Nonspendable:					
Prepaid Items	124,262	15,000	-	-	139,262
Restricted for:					
Special Revenue	-	2,238,940	-	-	2,238,940
Assigned to:					
Reserves - Beach Assessment	8,207	-	-	-	8,207
Unassigned:	5,975,818	-	-	-	5,975,818
<i>Net Assets</i>					
Invested in capital assets, net of related debt	-	-	-	2,322,069	2,322,069
Unrestricted/Unreserved	-	-	-	3,268,041	3,268,041
TOTAL FUND BALANCES / NET ASSETS	\$ 6,108,287	\$ 2,253,940	\$ -	\$ 5,590,110	\$13,952,337
TOTAL LIABILITIES & FUND BALANCES / NET ASSETS	\$ 6,357,411	\$ 3,003,531	\$ 2,509,396	\$13,662,216	\$25,532,554



**Statement of Revenues, Expenditures and Changes in Fund Balances
General Fund**

For the Period Ending March 31, 2025

(50% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Mar-24	Variance Fav (unfav)
<u>FUNDING</u>						
Revenues						
Property Taxes	\$ 6,483,919	\$ 5,896,295	\$ 587,624	90.9%	\$ 5,538,765	\$ 357,530
Other Local Taxes	322,000	153,916	168,084	47.8%	161,547	(7,630)
Intergovernmental Revenues	235,173	92,824	142,349	39.5%	111,109	(18,285)
Fines & Forfeitures	2,050	563	1,487	27.5%	1,383	(820)
Miscellaneous Revenues	125,000	39,297	85,703	31.4%	48,793	(9,496)
Interest Income	245,100	183,564	61,536	74.9%	180,733	2,832
Total Revenues	7,413,242	6,366,459	1,046,783	85.9%	6,042,329	324,131
Other Sources						
Transfer In	50,000	25,000	25,000	50.0%	25,000	-
Use / (Add't) Fund Balance	431,450	-	-	0.0%	-	-
Total Other Sources	481,450	25,000	25,000	5.2%	25,000	-
TOTAL FUNDING	7,894,692	6,391,459	1,071,783	81.0%	6,067,329	324,131
<u>EXPENDITURES</u>						
Town Commission	87,825	37,900	49,925	43.2%	22,567	(15,333)
Town Manager	432,903	215,791	217,112	49.8%	193,446	(22,345)
Town Clerk	342,605	139,910	202,695	40.8%	140,599	689
Police	4,087,498	1,859,266	2,228,232	45.5%	1,877,048	17,782
Facility Services	302,805	132,207	170,598	43.7%	125,536	(6,671)
Finance	137,779	57,255	80,524	41.6%	55,152	(2,103)
Fire Rescue	1,071,082	575,085	495,997	53.7%	514,689	(60,396)
Solid Waste	427,098	214,024	213,074	50.1%	205,931	(8,093)
Beaches	12,000	-	12,000	0.0%	-	-
Charitable Donations	7,108	7,411	(303)	104.3%	1,100	(6,311)
Contingency	125,000	290	124,710	0.2%	-	(290)
TOTAL EXPENSES	7,033,703	3,239,138	\$ 3,794,565	46.1%	3,136,068	(103,070)
Interfund Transfer - Out	860,989	514,281	346,708	59.7%	272,512	(241,769)
TOTAL EXPENDITURES	7,894,692	3,753,420	\$ 4,141,272	47.5%	3,408,580	(344,840)
Total Funding over (under)						
Expenditures	\$ -	2,638,040			\$ 2,658,749	\$ (20,709)
Fund Balance - Beginning		3,470,249				
Fund Balance - Ending		\$ 6,108,289				



General Fund - Revenue
For the Period Ending March 31, 2025

(50% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Mar-24	Variance Fav (unfav)
FUNDING						
Revenues						
Property Tax						
Ad Valorem Taxes	\$ 6,726,434	\$ 6,135,056	\$ 591,378	91.2%	\$ 5,758,932	\$ 376,124
Ad Valorem Taxes - Prior Years	3,000	(2,059)	5,059	-68.6%	1,507	(3,565)
Ad Valorem Taxes - Discounts	(245,515)	(236,703)	(8,812)	96.4%	(221,674)	(15,029)
Total - Property Tax	6,483,919	5,896,295	587,624	90.9%	5,538,765	357,530
Other Local Taxes						
FPL Franchise	295,000	142,335	152,665	48.2%	147,187	(4,852)
Local Communications Tax	27,000	11,582	15,418	42.9%	14,359	(2,778)
Total - Other Local Taxes	322,000	153,916	168,084	47.8%	161,547	(7,630)
Intergovernmental Revenues						
Occupational Licenses	1,900	514	1,386	27.0%	399	115
FDLE - JAG grant	-	2,095	(2,095)	n/a	563	1,532
State Revenue Sharing	66,000	27,650	38,350	41.9%	29,962	(2,312)
Alcoholic Beverage License	1,273	-	1,273	0.0%	-	-
Half-Cent Sales Tax	166,000	62,565	103,435	37.7%	80,185	(17,619)
Total - Intergov. Revenues	235,173	92,824	142,349	39.5%	111,109	(18,285)
Fines & Forfeitures						
Judgments and Fines	2,000	563	1,437	28.2%	1,383	(820)
Other Fines and/or Forfeits	50	-	50	0.0%	-	-
Total - Fines & Forfeitures	2,050	563	1,487	27.5%	1,383	(820)
Miscellaneous Revenue						
Miscellaneous	10,000	2,430	7,570	24.3%	1,412	1,018
Police Reimbursement	85,000	20,363	64,637	24.0%	41,581	(21,218)
Insurance Reimbursements	-	10,104	(10,104)	n/a	-	10,104
Lien Search Fee	15,000	6,400	8,600	42.7%	5,800	600
Sale of Surplus Equipment	15,000	-	15,000	0.0%	-	-
Total - Misc. Revenue	125,000	39,297	85,703	31.4%	48,793	(9,496)



General Fund - Revenue
For the Period Ending March 31, 2025

(50% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Mar-24	Variance Fav (unfav)
Interest Income						
Interest - Investments	250,000	187,846	62,154	75.1%	141,999	45,847
Interest - Tax Collector	100	2,979	(2,879)	2978.8%	3,701	(722)
Net Incr (Decr) In FMV-Invest	(5,000)	(7,260)	2,260	145.2%	35,033	(42,293)
Total - Interest Income	245,100	183,564	61,536	74.9%	180,733	2,832
Total Revenue	7,413,242	6,366,459	1,046,783	85.9%	6,042,329	324,131
Transfer In						
Water Fund	50,000	25,000	25,000	50.0%	25,000	-
Total - Transfer In	50,000	25,000	25,000	50.0%	25,000	-
Use / (Add't) Fund Balance	431,450	-	431,450	0.0%	-	-
TOTAL FUNDING	7,894,692	6,391,459	1,503,233	81.0%	6,067,329	324,131



General Fund - Town Commission

For the Period Ending March 31, 2025

(50% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Mar-24	Variance Fav (unfav)
Personal Services						
Mayor/Commission Stipend	\$ 50,000	\$ 26,027	\$ 23,973	52.1%	\$ 19,866	\$ (6,161)
Car Allowance	12,000	6,006	5,994	50.1%	-	(6,006)
FICA	3,825	2,451	1,374	64.1%	1,520	(931)
Total Personal Services	65,825	34,484	31,341	52.4%	21,386	(13,098)
Operating Expenses						
Election Fees	3,500	644	2,856	18.4%	225	(419)
Annual Conf. - League of Cities	5,000	-	5,000	0.0%	-	-
Conferences/Seminars	6,000	581	5,419	9.7%	-	(581)
Mayor/Commission Expense	7,500	2,191	5,309	29.2%	956	(1,235)
Total Operating Expenses	22,000	3,416	18,584	15.5%	1,181	(2,235)
TOTAL COMMISSION	\$ 87,825	\$ 37,900	\$ 49,925	43.2%	\$ 22,567	\$ (15,333)



General Fund - Town Manager
For the Period Ending March 31, 2025

(50% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Mar-24	Variance Fav (unfav)
Personal Services						
Salaries	\$ 167,428	\$ 85,905	\$ 81,523	51.3%	\$ 79,214	\$ (6,691)
Car Allowance	4,200	2,725	1,475	64.9%	2,100	(625)
FICA	13,130	6,830	6,300	52.0%	6,267	(563)
Florida Retirement System	57,796	29,445	28,351	50.9%	27,295	(2,151)
Health and Life Insurance	32,457	12,140	20,317	37.4%	11,219	(921)
Workers' Comp Insurance	392	104	288	26.6%	92	(12)
Total Personal Services	275,403	137,149	138,254	49.8%	126,187	(10,962)
Operating Expenses						
Town Attorney	70,000	31,547	38,453	45.1%	25,376	(6,171)
Prof. Services - IT Services	20,000	15,251	4,749	76.3%	10,313	(4,938)
Prof. Services - Lobbyist	60,000	30,818	29,182	51.4%	30,511	(307)
Miscellaneous	1,000	437	563	43.7%	969	533
Computer Expense / Supplies	1,000	589	411	58.9%	90	(499)
Training Expenses	5,500	-	5,500	0.0%	-	-
Total Operating Expenses	157,500	78,642	78,858	49.9%	67,259	(11,383)
TOTAL TOWN MANAGER	\$ 432,903	\$ 215,791	\$ 217,112	49.8%	\$ 193,446	\$ (22,345)



General Fund - Town Clerk
For the Period Ending March 31, 2025

(50% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Mar-24	Variance Fav (unfav)
Personal Services						
Salaries	\$ 155,425	\$ 62,460	\$ 92,965	40.2%	\$ 59,488	\$ (2,972)
Vacation Leave Cash Out	-	5,026	(5,026)	n/a	-	(5,026)
FICA	11,890	5,147	6,743	43.3%	4,535	(612)
Florida Retirement System	21,184	8,410	12,774	39.7%	7,102	(1,308)
Health and Life Insurance	34,586	9,421	25,165	27.2%	8,769	(652)
Workers' Comp Insurance	365	97	268	26.6%	84	(13)
Unemployment Compensation	250	-	250	0.0%	-	-
Total Personal Services	223,700	90,561	133,139	40.5%	79,977	(10,584)
Operating Services						
Coding Ordinance	3,239	1,272	1,967	39.3%	1,435	162
Prof. Services- Digitize Records	15,000	1,274	13,726	8.5%	1,419	144
Contracts - Minutes Preparation	4,250	1,069	3,181	25.1%	919	(150)
Temporary Labor	6,500	-	6,500	0.0%	23,771	23,771
Contracts - Other Services	7,500	2,615	4,885	34.9%	2,061	(554)
Software Maintenance/Support	31,342	21,361	9,981	68.2%	8,757	(12,605)
Postage and Freight	2,500	775	1,725	31.0%	695	(80)
Copier	5,000	1,951	3,049	39.0%	1,629	(321)
Advertising	10,000	5,538	4,462	55.4%	2,487	(3,051)
Office Supplies	5,900	1,140	4,760	19.3%	2,022	882
Website Support	6,783	6,359	424	93.7%	8,297	1,938
Subscriptions and Memberships	5,891	4,620	1,271	78.4%	2,429	(2,191)
Office Equipment	1,000	-	1,000	0.0%	-	-
Training Expenses	4,000	-	4,000	0.0%	75	75
Resident Mailings	10,000	1,375	8,625	13.8%	4,628	3,253
Total Operating Services	118,905	49,349	69,556	41.5%	60,622	11,273
TOTAL TOWN CLERK	\$ 342,605	\$ 139,910	\$ 202,695	40.8%	\$ 140,599	\$ 689



General Fund - Police

For the Period Ending March 31, 2025

(50% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date	Variance
					Mar-24	Fav (unfav)
Personal Services						
Salaries	\$ 1,963,321	\$ 942,781	\$ 1,020,540	48.0%	\$ 917,950	\$ (24,831)
Paid Holidays	60,396	30,638	29,758	50.7%	35,238	4,599
Payroll-Dispatch/Det. Incentive	6,600	7,500	(900)	113.6%	7,500	-
Car Allowance	39,000	24,450	14,550	62.7%	18,463	(5,988)
Longevity Pay	9,000	8,250	750	91.7%	9,000	750
Overtime	28,000	13,838	14,162	49.4%	24,601	10,762
Overtime - Task Force	45,000	499	44,501	1.1%	24,663	24,164
Overtime - Special Duty	25,000	17,792	7,208	71.2%	12,428	(5,364)
Sick Leave Cash Out	31,000	29,313	1,687	94.6%	66,686	37,373
Incentive	18,330	8,696	9,634	47.4%	8,616	(80)
FICA	170,262	82,778	87,484	48.6%	86,724	3,946
Florida Retirement System	636,839	277,668	359,171	43.6%	302,556	24,888
Health and Life Insurance	584,997	252,391	332,606	43.1%	223,488	(28,903)
Workers' Comp Insurance	81,510	21,713	59,797	26.6%	19,200	(2,512)
Tuition Reimbursement	2,250	-	2,250	0.0%	-	-
AD&D Insurance	1,002	355	648	35.4%	374	19
Unemployment Compensation	1,000	-	1,000	0.0%	-	-
Total Personal Services	3,703,507	1,718,661	1,984,846	46.4%	1,757,486	38,825
Operating Expenses						
Contracts - Other Services	28,684	9,826	18,858	34.3%	9,433	(393)
Town Attorney	20,000	904	19,096	4.5%	-	(904)
Prof. Services - IT Services	12,500	2,709	9,791	21.7%	3,451	742
Telephone Services	4,100	2,493	1,607	60.8%	1,921	(572)
Mobile Phones	6,900	2,824	4,076	40.9%	2,979	154
Postage	1,000	12	988	1.2%	33	21
Electricity	15,071	6,516	8,555	43.2%	6,803	287
Liability and Property Insurance	53,866	22,641	31,225	42.0%	21,546	(1,095)
Building Repairs & Maintenance	10,000	1,835	8,165	18.4%	2,539	704
Radio Maintenance	-	-	-	n/a	270	270
Auto Repairs and Maintenance	25,000	17,696	7,304	70.8%	7,357	(10,340)
Boat Repairs and Maintenance	40,000	11,934	28,066	29.8%	4,523	(7,411)
ATV Repairs and Maintenance	1,500	-	1,500	0.0%	-	-
Rental - Vehicles	15,000	3,358	11,642	22.4%	4,590	1,232
Vehicles - GPS	1,770	478	1,292	27.0%	596	118
Copier	4,000	1,380	2,620	34.5%	1,355	(25)
Miscellaneous Services	5,000	1,101	3,899	22.0%	-	(1,101)
Internet Service	10,000	5,411	4,589	54.1%	4,763	(648)



General Fund - Police

For the Period Ending March 31, 2025

(50% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Mar-24	Variance Fav (unfav)
Physical Examinations	2,500	1,010	1,490	40.4%	570	(440)
Office Supplies	3,000	718	2,282	23.9%	715	(3)
Operating Supplies	15,000	6,670	8,330	44.5%	3,494	(3,176)
Fuel & Oil	60,000	19,439	40,561	32.4%	21,526	2,087
Uniforms Supplies	15,000	6,712	8,288	44.7%	2,494	(4,218)
Investigation Division	7,500	1,046	6,454	13.9%	421	(624)
Subscriptions and Memberships	6,600	3,150	3,450	47.7%	5,190	2,041
Education / Training	20,000	10,516	9,484	52.6%	12,152	1,636
Total Operating Expenses	383,991	140,605	243,386	36.6%	119,562	(21,043)
TOTAL POLICE	\$ 4,087,498	\$ 1,859,266	\$ 2,228,232	45.5%	\$ 1,877,048	\$ 17,782



General Fund - Facility Services

For the Period Ending March 31, 2025

(50% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Mar-24	Variance Fav (unfav)
Personal Services						
Salaries	\$ 58,198	\$ 30,634	\$ 27,564	52.6%	\$ 28,686	\$ (1,949)
Vacation Leave Cash Out	4,061	-	4,061	0.0%	-	-
Sick Leave Cash Out	2,162	2,721	(559)	125.9%	2,273	(449)
FICA	4,928	2,523	2,405	51.2%	2,339	(183)
Florida Retirement System	13,612	7,034	6,578	51.7%	6,530	(504)
Health and Life Insurance	29,096	12,362	16,734	42.5%	11,342	(1,020)
Workers' Comp Insurance	3,068	817	2,251	26.6%	726	(91)
Total Personal Services	115,125	56,091	59,034	48.7%	51,896	(4,195)
Operating Expenses						
Telephone Service	4,500	2,494	2,006	55.4%	1,921	(573)
Utility - Water	7,000	3,337	3,663	47.7%	2,893	(443)
Electricity	7,500	2,240	5,260	29.9%	2,476	236
Utility - Sewer	900	411	489	45.7%	367	(45)
Internet Service	7,200	3,857	3,343	53.6%	3,487	(369)
Liability and Property Insurance	54,100	22,911	31,189	42.3%	21,619	(1,292)
Pest Control - Building/Grounds	1,280	235	1,045	18.4%	630	395
R&M - Equipment	10,000	1,535	8,465	15.3%	3,365	1,830
R&M - Grounds	10,000	1,321	8,679	13.2%	573	(748)
Landscape Maintenance	10,000	2,460	7,540	24.6%	2,820	360
Town Hall Maint. / Repairs	20,000	3,263	16,737	16.3%	8,111	4,848
Generator Maint. Contract	5,200	1,538	3,662	29.6%	348	(1,190)
R&M - Bocce Court	7,500	170	7,330	2.3%	4,560	4,390
Operating Supplies - General	3,500	1,518	1,982	43.4%	822	(696)
Town Events	35,000	28,825	6,175	82.4%	19,648	(9,177)
A/C Maintenance Contract	4,000	-	4,000	0.0%	-	-
Total Operating Expenses	187,680	76,116	111,564	40.6%	73,640	(2,475)
TOTAL FACILITY SERVICES	\$ 302,805	\$ 132,207	\$ 170,598	43.7%	\$ 125,536	\$ (6,671)



General Fund - Other Departments

For the Period Ending March 31, 2025

(50% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Mar-24	Variance Fav (unfav)
Finance						
Auditing Services	\$ 20,000	\$ 1,644	\$ 18,356	8.2%	\$ -	\$ (1,644)
Accounting/Financial Services	105,679	50,323	55,356	47.6%	50,323	-
Investment Services	12,100	5,288	6,812	43.7%	4,829	(459)
Total Finance Expense	137,779	57,255	80,524	41.6%	55,152	(2,103)
Fire Rescue						
Fire Service Agreement	1,029,964	533,967	495,997	51.8%	473,571	(60,396)
Fire Service Agreement - Capital	41,118	41,118	-	100.0%	41,118	-
Total Fire Rescue Expense	1,071,082	575,085	495,997	53.7%	514,689	(60,396)
Solid Waste						
Contracts Services	424,686	211,642	213,044	49.8%	203,519	(8,123)
County Contribution	2,412	2,383	29	98.8%	2,412	30
Total Solid Waste Expense	427,098	214,024	213,074	50.1%	205,931	(8,093)
Beach Management						
Beach Salvage (Boat removal)	2,000	-	2,000	0.0%	-	-
Buoys	10,000	-	10,000	0.0%	-	-
Total Beach Management Expense	12,000	-	12,000	0.0%	-	-
Charitable Donations						
Lighthouse Preservation Contrib.	2,500	2,500	-	100.0%	1,100	(1,400)
Area Council on Aging Contrib.	4,608	4,911	(303)	106.6%	-	(4,911)
Total Charitable Donations	7,108	7,411	(303)	104.3%	1,100	(6,311)
Contingency						
Contingency	125,000	290	124,710	0.2%	-	(290)
Total Expense before Transfer Out	1,780,067	854,066	926,001		776,872	(77,193)
Transfer Out						
To P&Z and Code Enf. Fund	67,500	16,656	50,845	24.7%	16,217	(439)
To Debt Service Fund	663,489	492,710	170,779	74.3%	59,722	(432,988)
To General Fund CIP	130,000	4,916	125,084	3.8%	196,573	191,657
Total Transfer Out	860,989	514,281	346,708	59.7%	\$ 272,512	\$ (241,769)
TOTAL OTHER DEPARTMENTS	\$ 2,641,056	\$ 1,368,347	\$ 1,272,709	51.8%	\$ 1,049,384	\$ (318,962)
TOTAL GENERAL FUND EXPENDITURES	\$ 7,894,692	\$ 3,753,420	\$ 4,141,272	47.5%	\$ 3,408,580	\$ (344,840)



Notes to the Financial Statements - General Fund March 31, 2025

The notes below are intended to provide additional information helpful when reviewing the financial statements. Per the Adopted Budget, the revenues and expenditures should be at approximately 50% through March. Below is an analysis of revenues and expenditures that have significant variances compared to the budget.

Variance Analysis

Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
Revenues				
Interest - Investments	250,000	187,846	75.1%	Money market and investment accounts.
Ad Valorem Taxes	6,726,434	6,135,056	91.2%	Collections were at 91.2% at this time last year.
Expenditures				
<u>Commission</u>				
Mayor/Commission Stipend	50,000	26,027	52.1%	Increased Commission salaries this quarter.
<u>Town Manager</u>				
Payroll-Salaries	167,428	85,905	51.3%	Town manager's salary includes a 5% increase per his contract
Car Allowance	4,200	2,725	64.9%	Amended contract increased car allowance to \$500 per month.
ProfServ-IT Services	20,000	15,251	76.3%	Includes monthly server maintenance, endpoint mgmt, Office 365, new wireless microphones for Commission, new PC for Commissioner, Community Room conferencing solution.
ProfServ-Lobbyist	60,000	30,818	51.4%	Lobbyist fees.
Computer Expense / Supplies	1,000	589	58.9%	MS Surface laptop and keyboard.
<u>Town Clerk</u>				
Vacation Leave Cash Out	-	5,026	N/A	Paid out annually in December.
Software Maintenance/Support	31,342	21,361	68.2%	DCR software maintenance, CivicClerk agenda management, public records request tracking & management software, social media content/reporting software.
Advertising	10,000	5,538	55.4%	Ordinance, variance and election ads.
Website Support	6,783	6,359	93.7%	SSL Cert, Civic Engage and Website support.
Subscriptions and Memberships	5,891	4,620	78.4%	Annual memberships for FSBPA, ICMA, IICM, NFBPA, Broward MPO, FLC, FCCMA, BCMCA, FRMA, Canva graphic marketing tool, Zoom.
<u>Police</u>				
Payroll-Dispatch/Det. Incentive	6,600	7,500	113.6%	Detective & Dispatcher incentive payout per PBA contract.
Car Allowance	39,000	24,450	62.7%	Officer's car allowance per PBA contract.
Longevity Pay	9,000	8,250	91.7%	Longevity pay per PBA contract.
Overtime - Special Duty	25,000	17,792	71.2%	Overtime for Operation Stone Garden project with Broward County Sheriff's Office.
Sick Leave Cash Out	31,000	29,313	94.6%	Paid out annually in December plus includes large payout for 1 retiring officer.
Telephone Services	4,100	2,493	60.8%	Monthly phone service from Granite, includes repair in December.
Auto Repairs and Maintenance	25,000	17,696	70.8%	Oil changes, brakes, tire rotations, new tires, wiper blades, filters, car wash club, bolt cutter, tint meter, headlight repairs.
Internet Service	10,000	5,411	54.1%	Monthly internet service with Comcast and Google.
Education / Training	20,000	10,516	52.6%	IA class, emergency response training books, 911 Telecommunicator Cert, gun training & equipment, MOS Instructor's workshop, qualification training target, Cadet training, food for training, 911 PSAP State Cert.



**Notes to the Financial Statements - General Fund
March 31, 2025**

Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
Expenditures (continued)				
<u>Facility Services</u>				
Payroll-Salaries	58,198	30,634	52.6%	Maintenance worker's salary includes overtime for events
Sick Leave Cash Out	2,162	2,721	125.9%	Paid out annually in December.
Florida Retirement System	13,612	7,034	51.7%	FRS based upon salaries, overtime plus holidays
Telephone Service	4,500	2,494	55.4%	Monthly phone service from Granite, includes repair in December.
Internet Service	7,200	3,857	53.6%	Monthly internet charges from Comcast and Google.
Town Events	35,000	28,825	82.4%	New BBQ grill & cover, Community shredding event, Music on the Green performance, tea with the Mayor, holiday lights, decorations & rentals, photographer, logo coffee mugs, hand sanitizers, magnets & portfolio pads, movie night rentals & supplies.
<u>Fire Rescue</u>				
Fire Service Agreement	1,029,964	533,967	51.8%	Fire agreement increased more than expected.
Fire Service Agreement-Capital	41,118	41,118	100.0%	FY 2025 annual amount paid in full.
<u>Solid Waste</u>				
County Contribution	2,412	2,383	98.8%	Year 2 of pro-rata share of solid waste disposal and recyclable materials processing authority of Broward County.
<u>Charitable Donations</u>				
Lighthouse Preservation Contrib.	2,500	2,500	100.0%	Paid in full for year.
Area Council on Aging Contrib.	4,608	4,911	106.6%	Paid in full for year.



Statement of Revenues, Expenditures and Changes in Fund Balances
Special Revenue Fund - Transportation (Community Bus)

For the Period Ending March 31, 2025

(50% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Mar-24	Variance Fav (unfav)
<u>FUNDING</u>						
Revenues						
Local Option Gas Tax	34,289	13,529	20,760	39.5%	16,747	(3,217)
County Transportation Grant	74,314	42,528	31,786	57.2%	31,911	10,617
Total Revenues	108,603	56,057	52,546	51.6%	48,657	7,400
TOTAL FUNDING						
	108,603	56,057	52,546	51.6%	48,657	7,400
<u>EXPENDITURES</u>						
Contractual Services	74,314	44,920	29,394	60.4%	30,950	(13,971)
Roadways - R&M	10,000	-	10,000	0.0%	9,000	9,000
Reserves - Future Use	24,289	-	24,289	0.0%	-	-
TOTAL EXPENDITURES	108,603	44,920	\$ 63,683	41.4%	39,950	(4,971)
Total Funding over (under)						
Expenditures	\$ -	11,137			\$ 8,708	\$ 2,429
Fund Balance - Beginning		145,631				
Fund Balance - Ending		\$ 156,768				



Statement of Revenues, Expenditures and Changes in Fund Balances
Special Revenue Fund - Marine Law Enforcement Grant

For the Period Ending March 31, 2025

(50% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Mar-24	Variance Fav (unfav)
<u>FUNDING</u>						
Revenues						
Marine Law Enforcement Grant	37,280	19,916	17,364	53.4%	26,112	(6,196)
Total Revenues	37,280	19,916	17,364	53.4%	26,112	(6,196)
<u>TOTAL FUNDING</u>						
	37,280	19,916	17,364	53.4%	26,112	(6,196)
<u>EXPENDITURES</u>						
Police Wages	37,280	19,916	17,364	53.4%	26,112	6,196
TOTAL EXPENDITURES	37,280	19,916	\$ 17,364	53.4%	26,112	6,196
Total Funding over (under)						
Expenditures	<u>\$ -</u>	<u>-</u>			<u>\$ -</u>	<u>\$ -</u>
Fund Balance - Beginning			-			
Fund Balance - Ending		<u>\$ -</u>				



Statement of Revenues, Expenditures and Changes in Fund Balances
Special Revenue Fund - Building Permits
For the Period Ending March 31, 2025

(50% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Mar-24	Variance Fav (unfav)
<u>FUNDING</u>						
Revenues						
Building Permit Fees	880,000	2,335,825	(1,455,825)	265.4%	1,714,033	621,792
Building Admin Fees	10,000	2,500	7,500	25.0%	1,975	525
Total Revenues	890,000	2,338,325	(1,448,325)	262.7%	1,716,008	622,317
<u>Other Sources</u>						
Use / (Add't) Fund Balance	69,000	-	69,000	0.0%	-	-
Total Other Sources	69,000	-	69,000	0.0%	-	-
TOTAL FUNDING	959,000	2,338,325	(1,379,325)	243.8%	1,716,008	622,317
<u>EXPENDITURES</u>						
Building Permits						
Building Permits - CGA	748,000	1,980,436	(1,232,436)	264.8%	1,469,901	(510,535)
Records Digitization	10,000	-	10,000	0.0%	-	-
Code Compliance	25,000	1,350	23,650	5.4%	1,110	(240)
Temporary Labor	6,000	-	6,000	0.0%	-	-
Credit Card Processing Fees	20,000	11,827	8,173	59.1%	9,854	(1,973)
Building Room	150,000	4,561	145,439	3.0%	-	(4,561)
Total Building Permits	959,000	1,998,174	(1,039,174)	208.4%	1,480,864	(517,309)
TOTAL EXPENDITURES	959,000	1,998,174	\$ (1,039,174)	208.4%	1,480,864	(517,309)
Total Funding over (under)						
Expenditures	\$ -	340,151			\$ 235,144	\$ 105,007
Fund Balance - Beginning		596,555				
Fund Balance - Ending		\$ 936,706				



Statement of Revenues, Expenditures and Changes in Fund Balances
Special Revenue Fund - P&Z and Code Compliance
For the Period Ending March 31, 2025

(50% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Mar-24	Variance Fav (unfav)
<u>FUNDING</u>						
Revenues						
Planning & Zoning Fees	35,000	13,550	21,450	38.7%	6,900	6,650
Code Enforcement Violations	5,000	7,700	(2,700)	154.0%	-	7,700
Fire Fees	15,000	5,550	9,450	37.0%	5,550	-
Total Revenues	55,000	26,800	28,200	48.7%	12,450	14,350
<u>Other Sources</u>						
Transfer In	67,500	16,656	50,845	24.7%	16,217	439
Total Other Sources	67,500	16,656	50,845	24.7%	16,217	439
TOTAL FUNDING	122,500	43,456	79,045	35.5%	28,667	14,789
<u>EXPENDITURES</u>						
P&Z and Code Compliance						
General Admin - CGA	50,000	20,173	29,828	40.3%	21,815	1,643
Site Planning - CGA	5,000	1,000	4,000	20.0%	-	(1,000)
Flood Insurance Program (CRS)	5,000	-	5,000	0.0%	-	-
Code Enforcement Services	25,000	8,523	16,477	34.1%	6,851	(1,672)
Land Development Update	7,500	-	7,500	0.0%	-	-
Comprehensive Planning Update	30,000	13,760	16,240	45.9%	-	(13,760)
Total P&Z, and Code Compliance	122,500	43,456	79,045	35.5%	28,667	(14,789)
TOTAL EXPENDITURES	122,500	43,456	\$ 79,045	35.5%	28,667	(14,789)
Total Funding over (under)						
Expenditures	\$ -	-			\$ -	\$ -
Fund Balance - Beginning			-			
Fund Balance - Ending		\$ -				



Statement of Revenues, Expenditures and Changes in Fund Balances
Special Revenue Fund - Federal Forfeitures / Asset Sharing

For the Period Ending March 31, 2025

(50% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Mar-24	Variance Fav (unfav)
<u>FUNDING</u>						
Revenues						
Federal Forfeitures	-	285,229	(285,229)	n/a	221,739	63,489
Interest Income	-	20,845	(20,845)	n/a	18,644	2,202
Total Revenues	-	306,074	(306,074)	n/a	240,383	65,691
TOTAL FUNDING						
	-	306,074	(306,074)	n/a	240,383	65,691
<u>EXPENDITURES</u>						
Personal Services						
Overtime - Special Duty	-	6,818	(6,818)	n/a	9,428	2,610
Total Personal Services	-	6,818	(6,818)	n/a	9,428	2,610
Capital Outlay/ Other						
Education / Training	-	1,200	(1,200)	n/a	5,735	4,535
Building Improvements	-	15,740	(15,740)	n/a	37,022	21,282
Police Equipment	-	1,801	(1,801)	n/a	53,774	51,973
Total Capital Outlay / Other	-	18,741	(18,741)	n/a	96,531	77,791
TOTAL EXPENDITURES	-	25,558	\$ (25,558)	n/a	105,959	80,400
Total Funding over (under)						
Expenditures	\$	-	280,516		\$	134,424
					\$	146,092
Fund Balance - Beginning						
		879,951				
Fund Balance - Ending						
	\$	1,160,467				

*Current available cash balance is \$959,671.



Statement of Revenues, Expenditures and Changes in Fund Balances
Debt Service Fund - (2023 Beach Loan)

For the Period Ending March 31, 2025

(50% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Mar-24	Variance Fav (unfav)
<u>FUNDING</u>						
Revenues						
FEMA Grant	-	2,657,877	(2,657,877)	n/a	-	2,657,877
Total Revenues	-	2,657,877	(2,657,877)	n/a	-	2,657,877
Other Sources						
Transfer In	663,489	492,710	170,779	74.3%	59,722	432,988
Total Other Sources	663,489	492,710	170,779	74.3%	59,722	432,988
TOTAL FUNDING	663,489	3,150,587	(2,487,098)	474.9%	59,722	3,090,865
<u>EXPENDITURES</u>						
Debt Service Expenses						
Principal Debt Retirement	557,286	3,070,406	(2,513,120)	551.0%	-	(3,070,406)
Interest Expense	106,203	80,181	26,022	75.5%	59,722	(20,459)
Total Debt Service Expense	663,489	3,150,587	(2,487,098)	474.9%	59,722	(3,090,865)
TOTAL EXPENDITURES	663,489	3,150,587	\$ (2,487,098)	474.9%	59,722	(3,090,865)
Total Funding over (under)						
Expenditures	\$ -	-			\$ -	\$ -
Fund Balance - Beginning			-			
Fund Balance - Ending		\$ -	-			



**Statement of Revenues, Expenditures and Changes in Fund Balances
Capital Projects Fund - (General Fund Improvements)**

For the Period Ending March 31, 2025

(50% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Mar-24	Variance Fav (unfav)
<u>FUNDING</u>						
Revenues						
FEMA reimbursement	\$ 4,161,836	\$ 193,984	\$ 3,967,852	4.7%	\$ -	\$ 193,984
Total Revenues	4,161,836	193,984	3,967,852	4.7%	-	193,984
Other Sources						
Transfer From General Fund	130,000	4,916	125,084	3.8%	196,573	(191,657)
Loan Proceeds	700,977	3,467,867	(2,766,890)	494.7%	-	3,467,867
Total Other Sources	830,977	3,472,783	(2,641,806)	417.9%	196,573	3,276,210
TOTAL FUNDING	4,992,813	3,666,768	1,326,045	73.4%	196,573	3,470,195
<u>EXPENDITURES</u>						
Beach Projects						
Engineering – FY23 Project	-	-	-	n/a	24,365	24,365
Engineering - Physical Monitoring	62,500	21,167	41,333	33.9%	-	(21,167)
Engineering - Biological Monitoring	50,000	4,096	45,904	8.2%	-	(4,096)
Intergov. Coordination/Program Support	25,000	1,124	23,876	4.5%	-	(1,124)
Contingency Tasks	12,500	23,500	(11,000)	188.0%	-	(23,500)
Construction – FY20 Project	-	-	-	n/a	56,747	56,747
Engineering – FY25 Project	269,937	192,185	77,752	71.2%	-	(192,185)
Construction – FY25 Project	4,337,876	3,394,733	943,143	78.3%	-	(3,394,733)
Construction – FY25 Project	125,000	-	125,000	0.0%	-	-
Total Beach Project Expense	4,882,813	3,636,805	1,246,008	74.5%	81,112	(3,555,693)
Miscellaneous						
Beach Tilling / Scarp Removal	10,000	-	10,000	0.0%	8,396	8,396
Police Cars / Equipment	75,000	-	75,000	0.0%	79,265	79,265
Comm. Chambers Upgrade	-	24,765	(24,765)	n/a	27,800	3,035
Bocce Court	25,000	5,198	19,803	20.8%	-	(5,198)
Total Misc. Expense	110,000	29,962	80,038	27.2%	115,461	85,499
TOTAL EXPENDITURES	4,992,813	3,666,768	1,326,045	73.4%	196,573	(3,470,195)

Total Funding over (under)

Expenditures

\$ - -

\$ - \$ -

Fund Balance - Beginning

-

Fund Balance - Ending

\$ -



Statement of Revenues, Expenses and Changes in Net Assets
Water Fund (Summary)
For the Period Ending March 31, 2025

(50% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Mar-24	Variance Fav (unfav)
<u>FUNDING</u>						
Revenue						
Water Service Revenue	\$ 1,408,177	\$ 678,620	\$ 729,557	48.2%	\$ 634,381	\$ 44,239
Water Surcharge	347,148	173,816	173,332	50.1%	173,710	106
Other Miscellaneous Revenue	132,234	52,653	79,581	39.8%	86,091	(33,438)
Total Revenue	1,887,559	905,089	982,470	48.0%	894,182	10,907
Other Sources						
Transfer In	349,168	-	349,168	0.0%	145,084	(145,084)
Use (Add to) Net Assets	(610,919)	-	(610,919)	0.0%	-	-
Total Other Sources	(261,751)	-	(261,751)	0.0%	145,084	(145,084)
TOTAL FUNDING	1,625,808	905,089	720,719	55.7%	1,039,266	(134,177)
<u>EXPENSES</u>						
Personal Services	708,122	321,697	386,425	45.4%	336,871	15,174
Operating Expenses	459,518	173,729	285,789	37.8%	168,868	(4,861)
Debt Service Expenses	668,393	334,197	334,196	50.0%	348,809	14,613
Capital Projects	1,205,000	23,199	1,181,801	1.9%	11,037	(12,162)
Repair & Renewal	65,000	2,640	62,360	4.1%	84,865	82,225
Transfer Out	399,168	25,000	374,168	6.3%	170,084	145,084
TOTAL EXPENSES	3,505,201	880,461	2,624,740	25.1%	1,120,534	240,073
Total Funding over (under)						
Expenses	<u>\$ (1,879,393)</u>	<u>\$ 24,628</u>			<u>\$ (81,267)</u>	<u>\$ (374,249)</u>
Net Assets - Beginning		5,565,481				
Net Assets - Ending		\$ 5,590,109				



Statement of Revenues, Expenses and Changes in Net Assets
Water Fund (Operations)

For the Period Ending March 31, 2025

(50% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Mar-24	Variance Fav (unfav)
FUNDING						
Revenue						
Water Service						
Water-Base Rate	\$ 491,760	\$ 252,859	\$ 238,901	51.4%	\$ 239,053	\$ 13,807
Water-Usage	916,417	425,761	490,656	46.5%	395,329	30,432
Total Water Service Revenue	1,408,177	678,620	729,557	48.2%	634,381	44,239
Other Revenue						
Miscellaneous Revenues	7,500	2,187	5,313	29.2%	2,838	(651)
T-Mobile Cell Tower	38,734	12,897	25,837	33.3%	15,501	(2,604)
Hillsboro Inlet	6,000	3,000	3,000	50.0%	2,500	500
Interest	80,000	36,893	43,107	46.1%	43,383	(6,489)
Net Incr (Decr) In FMV-Invest	-	(2,323)	2,323	n/a	21,870	(24,193)
Total Other Revenue	132,234	52,653	79,581	39.8%	86,091	(33,438)
Use (Add to) Net Assets						
Use (Add to) Net Assets	26,397	-	26,397	0.0%	-	-
TOTAL FUNDING	1,566,808	731,273	835,535	46.7%	720,472	10,801

EXPENSES

Personal Services

Salaries	427,893	182,762	245,131	42.7%	203,164	20,402
Overtime	30,000	27,782	2,218	92.6%	17,192	(10,590)
Vacation Leave Cash Out	16,119	17,078	(959)	106.0%	15,929	(1,149)
Sick Leave Cash Out	13,069	10,610	2,459	81.2%	12,561	1,951
Longevity Pay	1,634	-	1,634	0.0%	-	-
FICA	37,387	18,026	19,361	48.2%	18,729	702
Florida Retirement System	76,023	32,506	43,517	42.8%	33,629	1,122
Health and Life Insurance	84,737	27,402	57,335	32.3%	30,814	3,411
Workers' Comp Insurance	20,760	5,530	15,230	26.6%	4,854	(676)
Unemployment Compensation	500	-	500	0.0%	-	-
Total Personal Services	708,122	321,697	386,425	45.4%	336,871	15,174

Operating Expenses

Auditing Services	16,500	1,356	15,144	8.2%	-	(1,356)
Contracts - Other Services	750	-	750	0.0%	-	-
Postage and Freight	1,000	-	1,000	0.0%	-	-
Telephone Service	8,500	4,034	4,466	47.5%	4,064	31
Electricity	70,000	32,759	37,241	46.8%	32,024	(734)



**Statement of Revenues, Expenses and Changes in Net Assets
Water Fund (Operations)**

For the Period Ending March 31, 2025

(50% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Mar-24	Variance Fav (unfav)
Liability and Property Insurance	116,423	49,015	67,408	42.1%	46,567	(2,448)
Maint - Distribution System	7,500	1,333	6,167	17.8%	2,393	1,060
Maint - Bldgs / Grounds	15,000	16,151	(1,151)	107.7%	9,449	(6,701)
Maint - SCADA System	10,000	-	10,000	0.0%	-	-
Repair & Maint - Equipment	32,000	12,012	19,988	37.5%	11,283	(729)
Tools and Equipment	1,000	76	924	7.6%	47	(29)
Advertising	1,000	-	1,000	0.0%	-	-
Licenses & Permits	5,400	736	4,664	13.6%	-	(736)
Office Supplies	1,500	479	1,021	31.9%	248	(231)
Computer Expense	6,500	4,066	2,434	62.6%	6,080	2,013
Uniform Supplies	6,500	473	6,027	7.3%	130	(343)
Fuel and Oil	6,500	1,672	4,828	25.7%	2,697	1,025
Sand Change	13,000	5,290	7,710	40.7%	7,192	1,902
Chemicals - Water Treatment	116,000	39,262	76,738	33.8%	41,657	2,396
Lab Test Analysis & Supplies	11,800	5,016	6,784	42.5%	5,034	19
Subscriptions and Memberships	2,645	-	2,645	0.0%	-	-
Contingency	10,000	-	10,000	0.0%	-	-
Total Operating Expenses	459,518	173,729	285,789	37.8%	168,868	(4,861)
Total Exp. Before Transfer Out	1,167,640	495,426	672,214	42.4%	505,739	10,313
Transfer Out						
General Fund	50,000	25,000	25,000	50.0%	25,000	-
Water Debt Service Fund	290,168	-	290,168	0.0%	145,084	145,084
Water CIP Fund	59,000	-	59,000	0.0%	-	-
Total Transfer Out	399,168	25,000	374,168	6.3%	170,084	145,084
TOTAL EXPENSES	1,566,808	520,426	1,046,382	33.2%	675,823	155,397
Total Funding over (under)						
Expenses	\$	-	210,848		\$	44,649 \$ 166,198
Net Assets - Beginning			2,766,125			
Net Assets - Ending			\$ 2,976,972			



Notes to the Financial Statements - Water Fund March 31, 2025

The notes below are intended to provide additional information helpful when reviewing the financial statements. Per the Adopted Budget, the revenues and expenses should be at approximately 50% through March. Below is an analysis of revenues and expenses that have significant variances compared to the budget.

Variance Analysis

Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
Operations Fund				
Revenues				
Water-Base Rate	491,760	252,859	51.4%	Monthly charges for Water Base
Expenses				
<u>Personal Services</u>				
Payroll - Overtime	30,000	27,782	92.6%	Overtime due to down 1 person and covering shifts.
Vacation Leave Cash Out	16,119	17,078	106.0%	Paid out annually in December.
Sick Leave Cash Out	13,069	10,610	81.2%	Paid out annually in December.
<u>Operating Expenses</u>				
Maint - Bldgs / Grounds	15,000	16,151	107.7%	Monthly landscaping & pest control, annual fire extinguisher inspection, maintenance & cleaning supplies, repair fire access gate, painting supplies, paver & concrete supplies, sand bags & anthracite.
Computer Expense	6,500	4,066	62.6%	Monthly Google expense and annual Quikwaters charge.



Statement of Revenues, Expenses and Changes in Net Assets
Water Debt Service Fund - (State Revolving Loans)
For the Period Ending March 31, 2025

(50% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Mar-24	Variance Fav (unfav)
FUNDING						
Revenues						
Water Surcharge	\$ 347,148	\$ 173,816	\$ 173,332	50.1%	\$ 173,710	\$ 106
Total Revenues	347,148	173,816	173,332	50.1%	173,710	106
Other Sources						
Operating Transfers-In	290,168	-	290,168	0.0%	145,084	(145,084)
Use of Fund Balance	(637,316)	-	(637,316)	0.0%	-	-
Total Other Sources	(347,148)	-	(347,148)	0.0%	145,084	(145,084)
TOTAL FUNDING	-	173,816	(173,816)	n/a	318,794	(144,978)
EXPENSES						
Debt Service Expenses						
<i>State Revolving Loan - Water Plant</i>						
Principal Debt Retirement	229,510	116,842	112,668	50.9%	114,065	(2,777)
Interest Expense	60,658	28,242	32,416	46.6%	31,019	2,777
<i>State Revolving Loan - Water Main Project</i>						
Principal Debt Retirement	324,415	161,640	162,775	49.8%	190,628	28,988
Interest Expense	53,810	27,373	26,437	50.9%	13,097	(14,276)
Total Debt Services Expenses	668,393	334,097	334,296	50.0%	348,809	14,712
Bond Isser Fees	-	99	(99)	n/a	-	(99)
TOTAL EXPENSES	668,393	334,197	334,196	50.0%	348,809	14,613
Total Funding over (under)						
Expenses	<u>\$ (668,393)</u>	<u>(160,381)</u>			<u>\$ (30,015)</u>	<u>\$ (130,365)</u>
Net Assets - Beginning		1,954,491				
Net Assets - Ending		<u>\$ 1,794,110</u>				



Statement of Revenues, Expenses and Changes in Net Assets
Capital Projects Fund - (Water Fund Improvements)
For the Period Ending March 31, 2025

(50% Yr Complete)

Description	Annual Budget	Year to Date Actual	Amount Remaining	% of Annual Budget	PRIOR YEAR	
					Year to Date Mar-24	Variance Fav (unfav)
<u>FUNDING</u>						
Revenues						
Total Revenues	-	-	-	n/a	-	-
Other Sources						
Interfund Transfer - In	59,000	-	59,000	0.0%	-	-
Loan Proceeds	650,000	-	650,000	0.0%	-	-
Total Other Sources	709,000	-	709,000	0.0%	-	-
TOTAL FUNDING	709,000	-	709,000	0.0%	-	-
<u>EXPENSES</u>						
Plant Project						
Storage Tank	1,075,000	18,449	1,056,551	1.7%	11,037	(7,412)
Total Plant Project	1,075,000	18,449	1,056,551	1.7%	11,037	(7,412)
Other Expenses						
Repair & Renewal	65,000	2,640	62,360	4.1%	84,865	82,225
Truck	100,000	-	100,000	0.0%	-	-
Perimeter Fence	30,000	4,750	25,250	15.8%	-	(4,750)
Total Other Expenses	195,000	7,390	187,610	3.8%	84,865	77,475
TOTAL EXPENSES	1,270,000	25,839	1,244,161	2.0%	95,902	70,063
Total Funding over (under)						
Expenses	<u>\$ (561,000)</u>	<u>(25,839)</u>			<u>\$ (95,902)</u>	<u>\$ 70,063</u>
Net Assets - Beginning		844,865				
Net Assets - Ending		\$ 819,026				

Town of Hillsboro Beach

Supporting Schedules

March 31, 2025



**Cash and Investment Balances
March 31, 2025**

<u>ACCOUNT NAME</u>	<u>BANK NAME</u>	<u>YIELD</u>	<u>BALANCE</u>	<u>NOTES</u>
Checking Account	BankUnited	0.00%	\$1,301,386	Earns a credit allowance of 0.40%. Yield is 0 since fees are netted against credit allowance. Operating account for AP invoices and payroll.
Money Market Account	BankUnited	4.06%	\$5,141,211	Excess cash from General & Water Funds.
Money Market Account	BankUnited	4.06%	\$907,141	(1) Reserve for both SRL Loans.
Money Market Account	BankUnited	4.06%	\$959,671	(2) Federal Forfeitures/Asset sharing.
State Board Account	Florida Prime	4.48%	\$493,737	Excess cash from the General Fund.
Investment Account	Truist	2.77%	\$2,681,241	See Investment Report for further details.
			TOTAL	
			<u><u>\$11,484,387</u></u>	

Footnotes:

- (1) Restricted funds for State Revolving Loans.
(2) Restricted funds for Federal Forfeiture/Asset sharing.



Investment Portfolio

Trades Settled as of 03/31/25

CUSIP #	Description	Rating	Maturity Date	Par Value	Tax Cost Basis	Premium / Discount	Market Value	Accrued Interest	Annual Income	Yield at Market
SA0000560	TRUIST BK TRUST DEPOSIT ACCT-RIS			1,578	1,578	-	1,578	-	66	4.21%
Subtotal				1,578	1,578	-	1,578	-	66	4.21%
023135CE4	AMAZON.COM INC 3.000% 4/13/25	A1	04/13/25	50,000	49,666	(334)	49,974	622	1,500	3.00%
037833BY5	APPLE INC 3.250% 2/23/26	AAA	02/23/26	60,000	59,325	(675)	59,484	163	1,950	3.28%
084670BS6	BERKSHIRE HATHAWAY 3.125% 3/15/26	AA2	03/15/26	50,000	49,076	(924)	49,462	-	1,563	3.16%
17275RBQ4	CISCO SYSTEMS INC 4.800% 2/26/27	A1	02/26/27	50,000	50,696	696	50,602	13	2,400	4.74%
30231GBD3	EXXON MOBIL CORP 2.275% 8/16/26	AA2	08/16/26	50,000	48,014	(1,986)	48,766	-	1,138	2.33%
30303M8G0	META PLATFORMS INC 3.500% 8/15/27	AA3	08/15/27	50,000	49,415	(585)	49,291	63	1,750	3.55%
3130ANE48	FHLB 1.000% 8/17/26	AAA	08/17/26	200,000	200,000	-	191,560	-	2,000	1.04%
3133EL3P7	FFCB 0.530% 8/12/25	AAA	08/12/25	250,000	249,750	(250)	246,578	55	1,325	0.54%
3134GVYP7	FHLMC MTN 0.500% 5/27/25	AAA	05/27/25	210,000	209,003	(998)	208,753	79	1,050	0.50%
3136G45H2	FNMA 0.500% 10/29/25	AAA	10/29/25	55,000	54,945	(55)	53,831	-	275	0.51%
341271AD6	FLORIDA ST BRD 1.258% 7/01/25	AA3	07/01/25	185,000	185,000	-	183,477	228	2,327	1.27%
341271AD6	FLORIDA ST BRD 1.258% 7/01/25	AA3	07/01/25	40,000	40,006	6	39,671	-	503	1.27%
341271AE4	FLORIDA ST BRD 1.705% 7/01/27	AA3	07/01/27	125,000	116,707	(8,293)	117,756	485	2,131	1.81%
392274M60	GTR ORLANDO FL AVIA 2.722% 10/01/27	AA3	10/01/27	200,000	190,001	(9,999)	192,752	2,601	5,444	2.82%
43232VVH1	HILLSBOROUGH CNTY FL 1.915% 7/01/25	A2	07/01/25	200,000	200,000	-	198,704	-	3,830	1.93%
478160BY9	JOHNSON & JOHNSON 2.450% 3/01/26	AAA	03/01/26	50,000	48,760	(1,240)	49,212	-	1,225	2.49%
532457CU0	ELI LILLY & CO 4.550% 2/12/28	AA3	02/12/28	40,000	40,309	309	40,395	233	1,820	4.50%
59334PJC2	MIAMI-DADE CNTY FL 1.250% 7/01/27	AA	07/01/27	75,000	69,435	(5,565)	70,497	315	938	1.33%
593561BE2	MIAMI GARDENS FL 1.339% 7/01/25	AA3	07/01/25	125,000	125,000	-	124,064	-	1,674	1.35%
740189AM7	PRECISION CASTPARTS 3.250% 6/15/25	AA2	06/15/25	50,000	50,139	139	49,866	343	1,625	3.26%
742718EV7	PROCTER & GAMBLE CO 2.850% 8/11/27	AA3	08/11/27	50,000	48,737	(1,263)	48,601	67	1,425	2.93%
882508CE2	TEXAS INSTRS INC 4.600% 2/08/27	AA3	02/08/27	50,000	50,550	550	50,422	128	2,300	4.56%
91282CEV9	U.S. TREASURY NOTES 3.250% 6/30/29	AAA	06/30/29	75,000	73,530	(1,470)	73,008	-	2,438	3.34%
91282CHQ7	U.S. TREASURY BONDS 4.125% 7/31/28	AAA	07/31/28	220,000	220,568	568	221,555	-	9,075	4.10%
91282CJW2	U.S. TREASURY NOTES 4.000% 1/31/29	AAA	01/31/29	170,000	169,230	(770)	170,464	168	6,800	3.99%
91282CJX0	U.S. TREASURY NOTES 4.000% 1/31/31	AAA	01/31/31	170,000	168,566	(1,434)	169,788	168	6,800	4.00%
91282CKC4	U.S. TREASURY NOTES 4.250% 2/28/31	AAA	02/28/31	315,000	313,437	(1,563)	318,667	655	13,388	4.20%
91282CKU4	U.S. TREASURY NOTES 4.625% 5/31/31	AAA	05/31/31	165,000	168,497	3,497	170,163	-	7,631	4.48%
91282CKU4	U.S. TREASURY NOTES 4.625% 5/31/31	AAA	05/31/31	125,000	130,639	5,639	128,911	-	5,781	4.48%
91282CLD1	U.S. TREASURY NOTES 4.125% 7/31/31	AAA	07/31/31	100,000	102,198	2,198	100,398	314	4,125	4.11%
91282CLZ2	U.S. TREASURY NOTES 4.125% 11/30/31	AAA	11/30/31	100,000	98,852	(1,148)	100,316	-	4,125	4.11%
931142ED1	WALMART INC 3.550% 6/26/25	AA2	06/26/25	50,000	49,613	(387)	49,876	256	1,775	3.56%
Subtotal				3,705,000	3,679,663	(25,337)	3,676,861	6,956	102,130	2.77%
Total				3,706,578	3,681,241	(25,337)	3,678,438	6,956	102,196	2.77%



Ridership Summary

March 31, 2025

Daily Passengers:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
33		37		39	
36		32		36	
31		36		36	
36		36		36	
36					

Total Monthly Passengers:

460

Daily Revenue Miles:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
89		96		89	
96		88		95	
96		94		96	
97		96		97	
96					

Total Monthly Revenue Miles:

1225.0

Total Scheduled Revenue Miles

1414.9

Total Vehicle Hours

123.7

Total Revenue Hours

112.8

Service Days

13

Missed Service in Minutes

120

Passengers per revenue hour

4.1

Total Monthly Vehicle Miles:

1,530.5

	<u>AM - 1st day this month</u>	<u>PM - Last day this month</u>	
Veh 2017	75,518	77,212	(1,694.0)



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: POLICE DEPARTMENT
Rob O'Neil, Chief of Police

Submitting Dept: Police, Sherry Henderson, Town Clerk

Agenda Date: July 1, 2025

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

[ALTERNATIVE_ACTION]

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. Chief Monthly May-25.rmo



Hillsboro Beach Police Monthly Report

To: Town Manager, Mac Serda
 From: Chief of Police, Rob O'Neill
 Subject: May 2025 Monthly Report

Patrol Snapshot:

Activity	Current Month	April 2025	May 2024
Contacts			
Motor Vehicle	244	217	202
Crosswalk	103	96	143
Marine Unit	107	51	128
Beach Unit	4	3	87
Cyclists	173	137	120
Arrests	3	1	1
Service			
Alarms	17	15	13
Assist Other Agency	11	5	7
Dogs on Beach/Animal	5	9	6
Vessel	7	8	14
Noise	1	0	6
Open Doors	2	3	1
Police Assists	112	113	126
Domestic/Disturbance	6	0	1
Sick/Injured	16	30	21
Crash	2	1	3
Trespassing	1	6	0
Security Checks	6035	6077	6496
Total Calls	266	276	304

Training:

Police Law Institute (Online): Investigating Hate Crimes

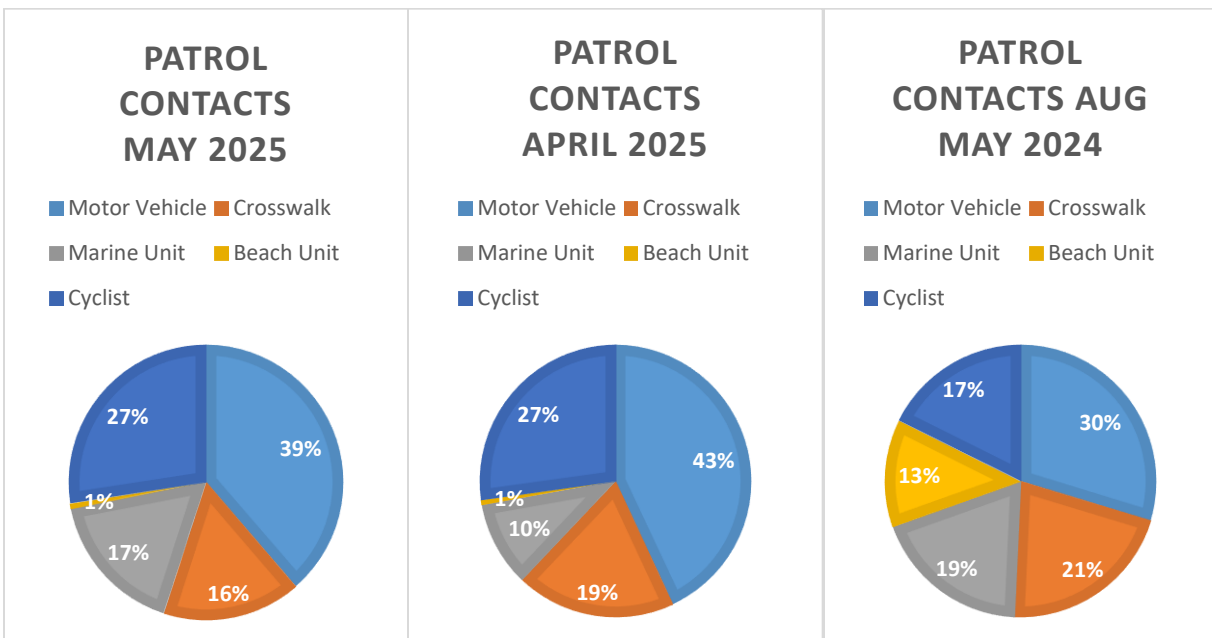
Power DMS Topics: Unmanned Aircraft - Drones

Personnel News: Cadet Collin Josey is progressing nicely through his academy training and is on track for graduation on July 30th.

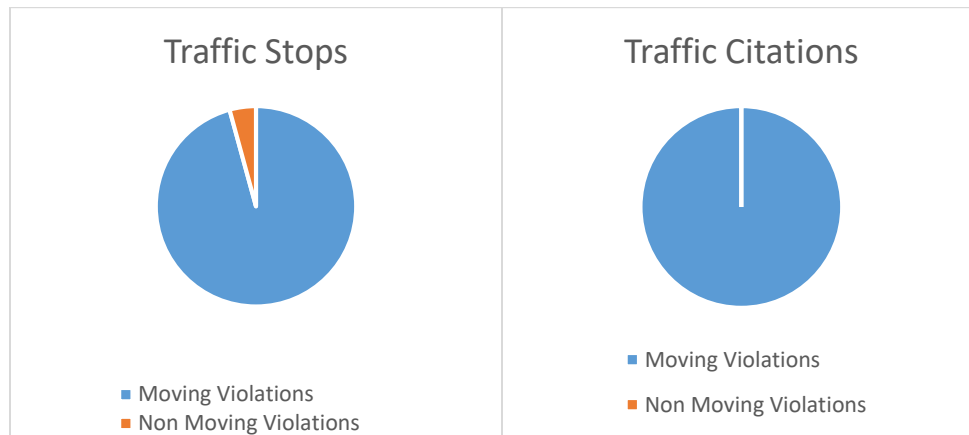
Investigations Snapshot:

May. 2025 (new)	Actively Working	Inactivated/Cleared
Death Inv (#251247)	Fraud (#250681)	Hit and Run (#251020)
Theft/Dwelling (#251213)	Identity Theft (#240278)	Found Prop/Gun (#243087)
Schm Defraud (#251317)	Stolen Vehicle (#242556)	Hit and Run (#250776)
	Prop Damage (#250601)	Contractor Disp (251109)
	Burg Resident (#242927)	Theft/Dwelling (#251213)
	Found Property (#242931)	
	Identity Theft (#250392)	
	Stolen Vehicle (#250603)	
	Found Property (#250902)	
	Fraud (#232634)	
	Sex Aslt/Fraud (#250681)	
	Elderly Exploit (#250913)	

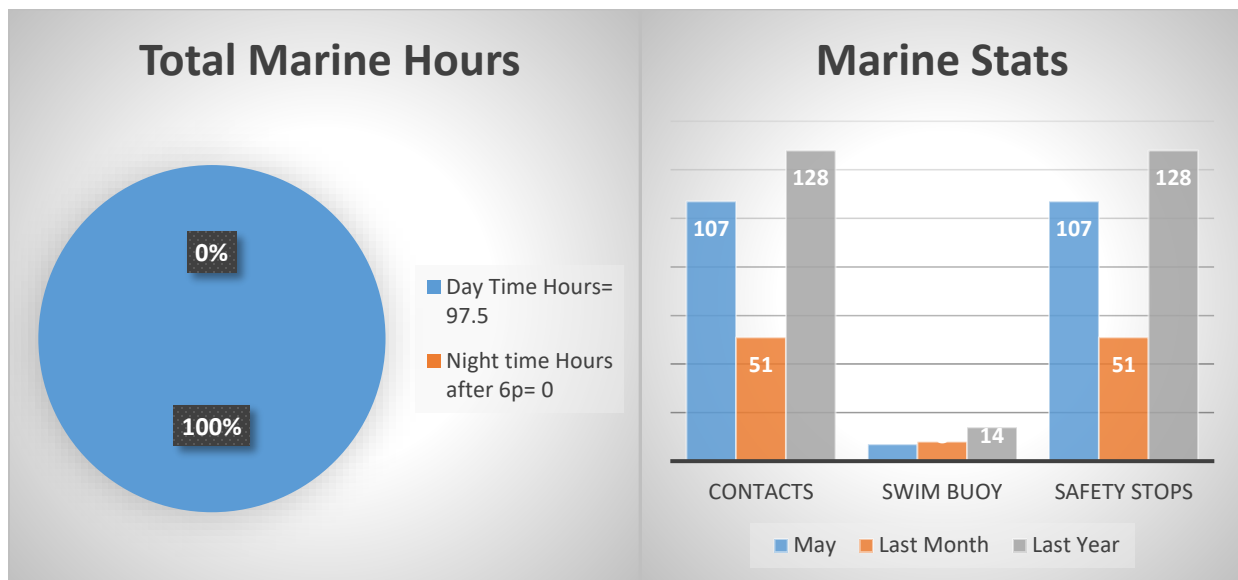
Patrol Services:



Traffic:



Marine/Beach Patrol:



May Notable Events:

On May 4th HBPD received a 911/CAD alert regarding a reported domestic disturbance located in the 1100 block of Hillsboro Mile. Officers responded to the location and made contact with both parties. The Officer's investigation determined that the domestic had escalated to a physical altercation and the male participant had sustained visible injury. Officers took the female participant into custody for Domestic Battery, the W/F arrestee was processed and taken to the Broward Sheriff's Office County Jail facility.

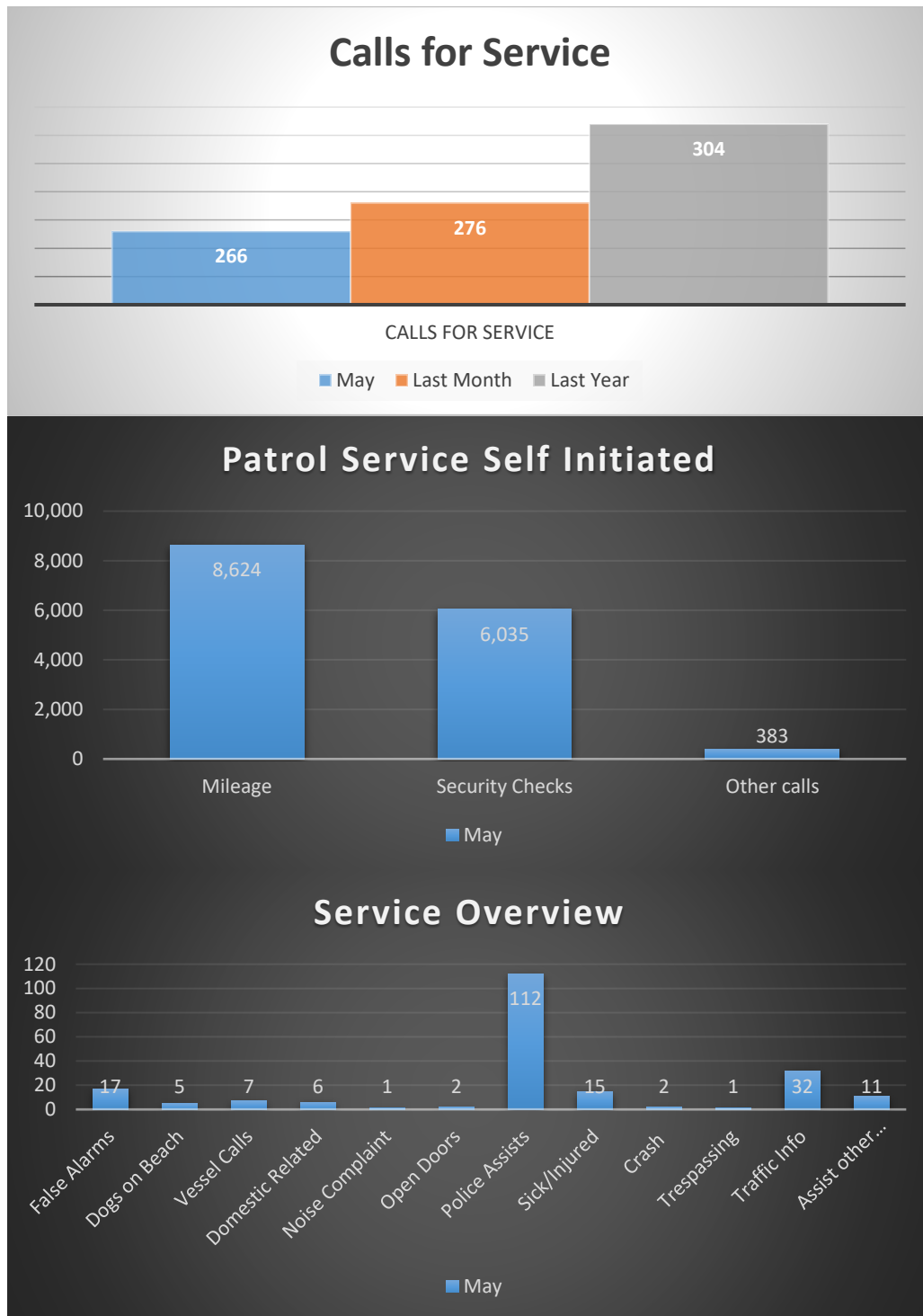
On May 5th an HBPD Officer on patrol observed a landscaping company utilizing a gasoline powered leaf blower in the 1200 block of Hillsboro Mile. Our Officer made contact with the landscape workers and informed them of the Town Ordinance that prohibits the use of gas-powered leaf blowers, assistance rendered.

On May 10th an HBPD Officer met at our station with a resident from the 1100 block of Hillsboro Mile, regarding a neighbor who may be the victim of fraudulent activity. The complainant stated his neighbor spoke of winning a sweepstakes with a large cash prize and a new vehicle. Officers made contact with the potential victim who initially insisted all was well and she did not require police assistance. Several follow-up contacts were initiated by HBPD Officers and Detectives until sufficient information was gathered to convince the victim the activity was indeed fraudulent. Our HBPD Detectives are now investigating and assisting the victim with steps to counter the fraudulent activity.

On May 22nd an HBPD Officer met at headquarters with a complainant from the 1100 block of Hillsboro Mile, regarding delivery of a domestic related court ordered injunction for immediate service. Officers made contact with the respondent, served the injunction and stood by while personal property was collected prior to vacating the premises. We cleared the residence and completed the "Proof of Service" process with the Broward Sheriff's Office Records and Civil Divisions. Assistance rendered.

On May 25th an HBPD Officer on patrol observed evidence of what appears to be suspicious activity that occurred in a parking lot in the 1100 block of Hillsboro Mile. Debris on the ground included beverage container, cigarette butts and prophylactic wrappers. This location has been placed on an extra watch for patrols to monitor, assistance rendered.

Overall Calls for Service:





TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: BUILDING (PERMITS) DEPARTMENT

George Folles, Building Official, CG&A

Submitting Dept: Building Permits, Sherry Henderson, Town Clerk

Agenda Date: July 1, 2025

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

[ALTERNATIVE_ACTION]

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. MAY 2025 - CG&A Building Dept Report



HILLSBORO
BEACH *florida*

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

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

TO: Mayor Dawn Miller and Commission

FROM: George Folles Building Official

DATE: July 2025 Commission Report

SUBJECT: Building Department Report

- The Related Group's Rosewood Project Parcel's A & B have been proceeding with Special Inspector and Town inspections
- Staff working on Rosewood Revisions
- Plan review and inspections are up to date.

Respectfully Submitted,

George Folles Building Official

Building Code Services | Town of Hillsboro Beach

Calvin, Giordano & Associates, Inc.

1210 Hillsboro Mile | Hillsboro Beach FL 33062

Office: 954.427.4011 | Fax: 954.427.4834 | Cell: 954.592.5057

Fort Lauderdale | Miami-Dade | West Palm Beach | Clearwater/Tampa | Estero | Port St. Lucie





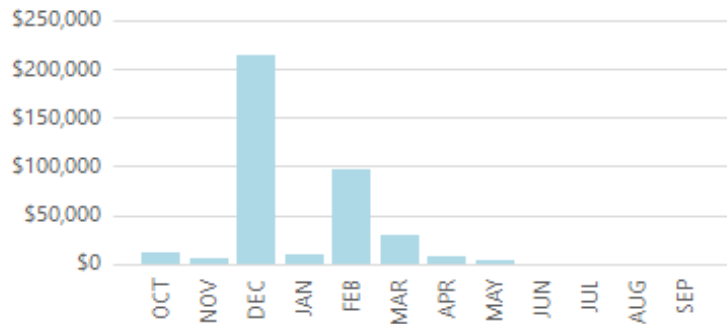
**Town of Hillsboro Beach
Building Department
Summary Report**

**Start Date: 5/1/2025
End Date: 5/31/2025**

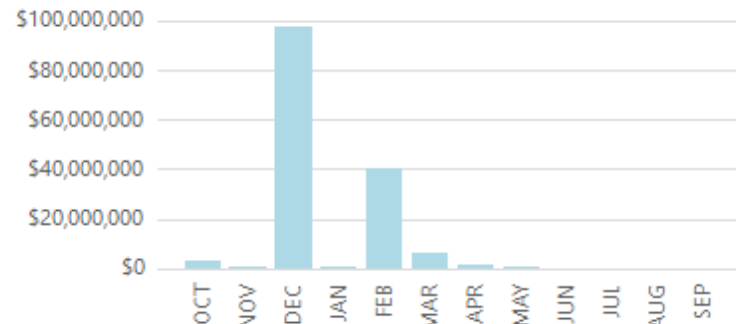
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Construction Value	\$2,589,083	\$590,367	\$97,912,462	\$741,090	\$40,256,158	\$6,138,378	\$1,599,340	\$446,902	\$0
Building Permit Fees	\$58,115	\$20,963	\$1,402,480	\$53,448	\$623,642	\$168,335	\$43,759	\$16,247	\$0
Fire & Zoning Fees	\$2,700	\$2,250	\$3,750	\$750	\$3,000	\$3,150	\$1,650	\$150	\$0
Total Revenue	\$60,815	\$23,213	\$1,406,230	\$54,198	\$626,642	\$171,485	\$45,409	\$16,397	\$0
CGA Expense	\$49,398	\$17,819	\$1,192,108	\$45,431	\$530,096	\$143,085	\$37,195	\$13,810	\$0
Town Revenue	\$11,417	\$5,394	\$214,122	\$8,767	\$96,546	\$28,400	\$8,214	\$2,587	\$0

Jul	Aug	Sep	YTD
\$0	\$0	\$0	\$150,273,781
\$0	\$0	\$0	\$2,386,988
\$0	\$0	\$0	\$17,400
\$0	\$0	\$0	\$2,404,388
\$0	\$0	\$0	\$2,028,940
\$0	\$0	\$0	\$375,448

Net Revenue



Construction Value





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

**Start Date: 5/1/2025
End Date: 5/31/2025**

	Permit Fees	Town Revenue	Fire Fees	Zoning Fees	Admin Fees	CGA Revenue	BORA	DBPR	DCA
MTD	\$16,246.55	\$2,436.98	\$0.00	\$150.00	\$0.00	\$13,809.57	\$196.96	\$115.50	\$152.48
YTD	\$2,386,988.14	\$358,048.22	\$5,250.00	\$12,150.00	\$2,775.00	2,028,939.92	\$77,282.92	\$37,401.81	\$55,911.17



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

**Start Date: 5/1/2025
End Date: 5/31/2025**

Permit Type	# Issued	Building Permit Fees
25-40 YEAR BUILDING SAFETY PROGRAM	2	700.00
RESIDENTIAL A/C CHANGE OUT	5	956.74
RESIDENTIAL ALTERATION	8	7,230.94
RESIDENTIAL DOCK	1	95.00
RESIDENTIAL LOW VOLTAGE	1	125.00
RESIDENTIAL MULTI FAMILY	1	190.00
RESIDENTIAL SERVICE CHANGE/REPAIR	1	220.00
RESIDENTIAL WATER HEATER	2	428.76
RESIDENTIAL WINDOWS/DOORS/SHUTTERS	18	6,110.11
SINGLE FAMILY RESIDENCE	1	190.00
	40	\$16,246.55



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

**Start Date: 5/1/2025
End Date: 5/31/2025**

Discipline	Total # of Inspections	Plan Review	Permits Applied
Building	120	48	29
Electrical	27	13	9
Plumbing	48	17	9
Mechanical	13	13	8
Fire	2	2	1
Zoning	0	5	2
Totals	210	98	58



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

**Start Date: 5/1/2025
End Date: 5/31/2025**

	Folio #	Permit #	Date Issued	Job Address	Job Sub Division	Construction Value
RESIDENTIAL ALTERATION	484308AP0870	25381610-0	5/8/2025	1198 HILLSBORO MILE (UNIT 228)	HILLSBORO IMPERIAL APTS CONDO	\$11,000.00
	484308BM0010	25381763-0	5/13/2025	1170 HILLSBORO MILE, UNIT 101 (SHOWER PAN REPLACEMENT)	HARBORSIDE AT HILLSBORO BEACH CONDO	\$5,410.00
	484308AP0310	25381959-0	5/15/2025	1199 HILLSBORO MILE (UNIT 231)	HILLSBORO IMPERIAL APTS CONDO	\$26,000.00
	484308AP0100	25382045-0	5/19/2025	1199 HILLSBORO MILE, UNIT 125 (REPLACE DAMAGED DRYWALL AND CABINETS)	HILLSBORO IMPERIAL APTS CONDO	\$3,100.00
	484308AH1660	25382082-0	5/20/2025	1147 HILLSBORO MILE, UNIT 508	OPAL TOWERS CONDO	\$52,000.00
	Grand Total					\$97,510.00



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

**Start Date: 5/1/2025
End Date: 5/31/2025**

	Number of Reviews	Average Days In Review	Most Days In Review
Completed Reviews	96	3.42	14.77



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: CODE COMPLIANCE

Bernard Pita, Code Compliance Supv, CG&A

Submitting Dept: Code Enforcement , Sherry Henderson, Town Clerk

Agenda Date: July 1, 2025

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

[ALTERNATIVE_ACTION]

2. FINANCIAL IMPACT

3. RECOMMENDATION

- ATTACHMENTS:**
1. May 2025 Code Summary Report
 2. May 2025 Code Case In SM Process Report



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

Code Compliance Summary Report

From 5/1/2025 To 5/31/2025 Corridor (All Corridors)

Case Totals for Period

Cases Open at Start of Period	377
Cases Opened During Period	2
Cases Opened as result of Complaint	2
Cases Closed During Period	77
Cases Closed due to compliance	75
Cases Open at End of Period	302
Inspections	2
Reinspections	77
Total	79
Special Magistrate Cases During Period	0

Case Summary by Officer

Officer	Open at Start	Opened During Period	Opened as result of Complaint	Closed During Period	Closed due to compliance	Open at End of Period
B. Pita/N/A	377	2	2	77	75	302
Total	377	2	2	77	75	302



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

Code Compliance Summary Report

From 5/1/2025

To 5/31/2025

Corridor (All Corridors)

Inspections by Officer

Officer	Inspections	Reinspections	Total
B. Pita/N/A	2	77	79
Total	2	77	79

Summary of Cases Opened by Incident Type

Incident Type	Number
Building Permit Requirement	1
Property Maintenance	1
Total	2

Revenue Summary

	Period Start	During Period	Period End
Total Fines Assessed	\$2,425,925.00	\$148,800.00	\$2,574,725.00
Total Payments	\$0.00	\$0.00	\$0.00
Balance	\$2,425,925.00		\$2,574,725.00

Code Cases in Special Magistrate Process as of June 2025

	Incident Type	Owner	Site Address
1	Property Maintenance	DONOHU,TIM & DEBORAH	1075 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
2	Construction Site Violation	MIRCHANDANI,KISHORE H/E MIRCHANDANI,ANJALI	995 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
3	Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 10
4	Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 8 # 33483
5	Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 6
6	Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 5
7	Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 14
8	Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 9 # 33483
9	Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 12
10	Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 3
11	Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 16
12	Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 7
13	Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 2 #
14	Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 15
15	Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 11
16	Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 1
17	Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 13
18	Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 4
19	Construction Site Violation	MIRCHANDANI,KISHORE H/E MIRCHANDANI,ANJALI	995 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
20	Property Maintenance	COMMON AREA / RAINBOW OCEAN SHORES APTS CO-OP	1231 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 #Property Manager
21	Property Maintenance	WINTER SUN INVESTMENTS LLC	1205 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 101
22	Nuisance	MILLIONAIRE PORTFOLIO GROUP LLC	1150 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 812



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: FY2026 Proposed Budget Calendar

Budget Workshop - Tue July 31, 2025 at 10:00 am

1st Millage Rate & Tentative Hearing - Wed Sept 3, 2025 at 5:01 pm

2nd Millage Rate & Final Budget Hearing - Mon Sept 15, 2025 at 5:01 pm

Submitting Dept: Town Manager, Sherry Henderson, Town Clerk

Agenda Date: July 1, 2025

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

[ALTERNATIVE_ACTION]

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:

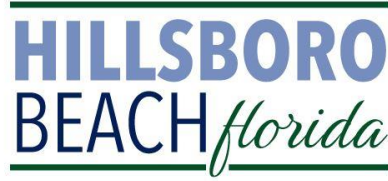
1. FY2026 Budget Calendar
2. PUBLIC NOTICE - Budget Workshop (7-31-2025)

FY 2026 Budget Calendar

Key Date	Activity / Task
May 13	Budget worksheets provided to Department Heads.
May 30	Receipt of Estimated Assessable Property Values.
June 6	Department Heads submit completed templates to Finance.
July 1	Property Appraiser certifies the taxable values.
July 29	County School Board Budget Hearing #1.
July 31 – 10:00 AM	Town of Hillsboro Beach Budget Workshop / Special Meeting – Discussion on preliminary budget and proposed Millage Rate.
August 4	Deadline for submitting DR 420 to Property Appraiser & Tax Collector a) Include Proposed Millage Rate b) the current rollback rate c) The date, time, and meeting place of the Tentative Budget Hearing
September 3 - 5:01 PM	Town of Hillsboro Beach 1st Budget & Millage Rate Hearing.
September 4	County Budget Hearing #1
September 9	County School Board Budget Hearing #2
September 13	Publish Budget Summary in Local Newspaper
September 15	Certify non-ad valorem assessment roll to tax collector
September 15 – 5:01 PM	Town of Hillsboro Beach 2nd and Final Budget Hearing.
September 16	County Budget Hearing #2
September 18	Remit Adopted Millage Rate to Property Appraiser & Tax Collector
October 1	Submit all Tax Documents to Florida Department of Revenue

* Key Dates highlighted in blue are Commission items and will be included on the meeting agenda

** Per Florida Statutes, the hearing dates scheduled by the county commission and school board shall not be utilized by any other taxing authority within the county for its public hearings.



NOTICE OF BUDGET WORKSHOP

Proposed Budget for Fiscal Year 2025-2026

NOTICE IS HEREBY GIVEN that the Town of Hillsboro Beach, Florida Town Commission will conduct a Budget Workshop regarding the Town's proposed budget for Fiscal Year 2025-2026 according to the schedule below:

FY26 Budget Workshop

DATE: **Thursday, July 31, 2025**

TIME: **10:00 a.m.**

LOCATION: Hillsboro Beach Town Hall
Commission Chambers
1210 Hillsboro Mile
Hillsboro Beach, Florida 33062

This meeting is open to the general public.

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 Town Clerk at (954) 427-4011 or TownClerk@TownofHillsboroBeach.com - 1210 Hillsboro Mile, Hillsboro Beach, FL 33062.

TOWN OF HILLSBORO BEACH, FLORIDA



Sherry D. Henderson, CMC
Town Clerk

Notice Posted: June 5, 2025 at 2:30 PM



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: Update on Town Hall Interior Paint Project

Submitting Dept: Town Manager, Sherry Henderson, Town Clerk

Agenda Date: July 1, 2025

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

[ALTERNATIVE_ACTION]

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: None



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: Update on Bocce Court Installation

Submitting Dept: Town Manager, Sherry Henderson, Town Clerk

Agenda Date: July 1, 2025

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

[ALTERNATIVE_ACTION]

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: None



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: Update on Town Hall Parking Lot Redesign

Submitting Dept: Town Manager, Sherry Henderson, Town Clerk

Agenda Date: July 1, 2025

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

[ALTERNATIVE_ACTION]

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: None



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: Update on FPL Underground Utility Burial
Submitting Dept: Town Manager, Sherry Henderson, Town Clerk
Agenda Date: July 1, 2025

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

[ALTERNATIVE_ACTION]

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: None



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: Discussion on Code Liens for 1205 & 1206 Hillsboro Mile, Hillsboro Beach, FL 33062

Submitting Dept: Town Attorney, Sherry Henderson, Town Clerk

Agenda Date: July 1, 2025

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

[ALTERNATIVE_ACTION]

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: None