



**HYPOLUXO/HAVERHILL
COMMUNITY DEVELOPMENT
DISTRICT**

**PALM BEACH COUNTY
REGULAR BOARD MEETING
FEBRUARY 14, 2023
9:00 A.M.**

Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410

www.hypoluxohaverhillcdd.org

561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
HYPOLUXO/HAVERHILL
COMMUNITY DEVELOPMENT DISTRICT
Special District Services, Inc. Conference Room
2501A Burns Road,
Palm Beach Gardens, FL 33410
REGULAR BOARD MEETING
February 14, 2023
9:00 a.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
 - 1. November 8, 2022 Regular Board Meeting.....Page 2
- G. Old Business
 - 1. Discussion on Tree Trimming Policy
 - 2. Discussion on Irrigation Permit Policy.....Page 5
- H. New Business
 - 1. Consider Approval of Adjustment to District Counsel Fee Structure.....Page 11
- I. Administrative Matters
- J. Board Members Comments
- K. Adjourn

LOCALiQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune
News Herald | The Palm Beach Post
Northwest Florida Daily News

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Hypoluxo Haverhill Comm Dev
Hypoluxo Haverhill Comm Dev
2501 BURNS RD
STE A

PALM BEACH GARDENS FL 334105207

STATE OF FLORIDA, COUNTY OF PALM BEACH

The Palm Beach Post, a daily newspaper printed and published in the city of West Palm Beach and of general circulation in Palm Beach, Martin, Okeechobee and St Lucie Counties, Florida; and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated or by publication on the newspaper's website, if authorized, on:

09/30/2022

and that the fees charged are legal.
Sworn to and subscribed before on 09/30/2022

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

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of Copies:

1

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Please do not use this form for payment remittance.

HYPOLUXO/HAVERHILL
COMMUNITY DEVELOPMENT
DISTRICT
FISCAL YEAR 2022/2023
REGULAR MEETING SCHEDULE
NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Hypoluxo/Haverhill Community Development District will hold Regular Meetings in the Conference Room of Special District Services, Inc. located at 2501A Burns Road, Palm Beach Gardens, Florida 33410 at 9:00 a.m. on the following dates:

October 11, 2022
November 8, 2022
December 13, 2022
January 10, 2023
February 14, 2023
March 14, 2023
April 11, 2023
May 9, 2023
June 13, 2023
July 11, 2023
August 8, 2023
September 12, 2023

The purpose of the meetings is to conduct any business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agendas for any of the meetings may be obtained from the District's website or by contacting the District Manager at (561) 630-4922 and/or toll free at 1-877-737-4922 prior to the date of the particular meeting. From time to time one or more Supervisors may participate by telephone; therefore a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place. Meetings may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made of his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at (561) 630-4922 and/or toll-free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time without advertised notice.

HYPOLUXO/HAVERHILL
COMMUNITY DEVELOPMENT
DISTRICT
www.hypoluxohaverhillcdd.org
September 30, 2022 7814568

HYPOLUXO/HAVERHILL COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
NOVEMBER 8, 2022

A. CALL TO ORDER

District Manager Michael McElligott called the November 8, 2022, Regular Board Meeting of the Hypoluxo/Haverhill Community Development District to order at 9:22 a.m. at the conference room of Special District Services, Inc. located at 2501 A Burns Road, Palm Beach Gardens, Florida 33410.

B. PROOF OF PUBLICATION

Mr. McElligott presented proof of publication that notice of the Regular Board Meeting had been published in *The Palm Beach Post* on September 30, 2022, as legally required.

C. ESTABLISH A QUORUM

Mr. McElligott determined that the attendance of the following Supervisors constituted a quorum, and it was in order to proceed with the meeting: Chairman Tom Messler, Vice Chairman Bernard Gatlin, and Supervisor Brett Osinski.

Staff in attendance were District Manager Michael McElligott of Special District Services, Inc., and District Counsel Scott Cochran of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

D. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were no comments from the public for items not on the agenda.

F. APPROVAL OF MINUTES

1. July 14, 2021, Regular Board Meeting

Mr. McElligott presented the minutes of the September 13, 2022, Regular Board Meeting and asked if there were any changes and/or corrections. There were no corrections noted. A **motion** was then made by Mr. Osinski, seconded by Mr. Messler, and unanimously passed to approve the minutes of the September 13, 2022, Regular Board Meeting, as presented.

G. OLD BUSINESS

1. Update on Tree Trimming Policy

Mr. McElligott explained that he had still not received a response from the District Engineer, Mr. Roth. After some discussion, it was determined that if Mr. Roth was still non responsive by the next meeting, the Board will consider going out to RFQ for a new engineer.

HYPOLUXO/HAVERHILL COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
NOVEMBER 8, 2022

2. Updated on Irrigation Policy

Mr. McElligott explained that similar to the prior agenda item, he had still not received a response from the District Engineer, Mr. Roth. After some discussion, it was determined that if Mr. Roth was still non responsive by the next meeting, the Board will consider going out to RFQ for a new engineer.

H. NEW BUSINESS

1. Consider Resolution No. 2022-04 – Adopting a Fiscal Year 2021/2022 Amended Budget

Mr. McElligott presented Resolution No. 2022-04, entitled:

RESOLUTION NO. 2022-04

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
HYPOLUXO/HAVERHILL COMMUNITY DEVELOPMENT DISTRICT
AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR
2021/2022 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER
189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.**

After a brief discussion, a **motion** was made by Mr. Osinski, seconded by Mr. Messler and passed unanimously to adopt Resolution No. 2022-04, as presented.

2. Consider Approval of Auditor Renewal

Mr. McElligott presented the 2 year optional renewal to the Grau & Associates contract approved by the Board in 2019. Staff recommends approving the 2-year optional renewal.

After a brief discussion, a **motion** was made by Mr. Osinski, seconded by Mr. Messler, and passed unanimously to the Grau & Associates 2-year renewal, as presented.

I. ADMINISTRATIVE MATTERS

Mr. McElligott noted that it was likely that the Board would not meet again until after the holidays, and that he would email the Board to confirm closer to the scheduled meeting dates those cancellations.

J. BOARD MEMBER COMMENTS

There were no comments from the Board Members.

K. ADJOURNMENT

HYPOLUXO/HAVERHILL COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
NOVEMBER 8, 2022

There being no further business to come before the Board, a **motion** was made by Mr. Osinski, seconded by Mr. Gatlin and unanimously passed to adjourn the Regular Board Meeting at 9:27 a.m.

Secretary/Assistant Secretary

Chair/Vice-Chair

GENERAL PERMIT APPLICATION

1. **Project Name/Description:** _____

Permit Type: (Check all that apply) ☐ New Permit ☐ Permit Modification
☐ Transfer ☐ Other

If Other, explain: _____

2. **Project Location** (Legal description or project or property survey must be attached)

Project Address: _____

Property Control Number (for applicable parcels) _____

3. **Owner/Applicant:** _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Email: _____

SIGNATURE:

Application is hereby made for an HHCDD Permit in accordance with support drawings, data and incidental information filed with and made part of this application. I hereby certify that all information contained in or made a part of hereof is true and correct to the best of my knowledge, that any permit issued shall require that the permitted use be constructed and operated in accordance with such information.

I further certify that I have read the general conditions for an HHCDD Permit and understand that said conditions will be incorporated within any permit issued pursuant to the application, unless expressly waived they the HHCDD. I further acknowledge that the HHCDD may incorporate additional special conditions as may be necessary in the best interest of the HHCDD.

In signing this application, I acknowledge that failure to comply with all conditions of this permit may result in permit revocation and remedial action against me by the HHCDD. I assume full responsibility for the actions of all my employees, agents and persons, whether under direct contractual obligation to me or indirectly, with respect to compliance with the conditions and limitations contained within this application or within a permit issued as a result of this application.

Owner/Applicant:

Signature

Date

Printed Name

Project Name/Description: _____

Checklist of items that may need to be included with a Permit Application.

(Please check each item that is included with your permit Application)

- ☐ Two (2) sets of design plans.
- ☐ Check for inspection/administrative fees if required.
- ☐ Map of Survey and/or Sketch of description.
- ☐ Drawing describing the proposed use or facilities (to scale if possible)
- ☐ Proof of Insurance
- ☐ Copy of other Agency permits (if Applicable)
- ☐ Other information pertinent to the application.

General Permit Conditions

All permits issued by the District are subject to the following General Permit Conditions. The following general permit conditions shall be incorporated with in any permit issued by the Hypoluxo/Haverhill Community Development District (HHCDD). Conditions may be expressly waived as necessary or determined to be in the best interest of HHCDD. Special conditions specific to the permit use type shall also be incorporated into the issued permit. With submission of a permit application, applicants certify they understand and agree to comply with the general conditions provided herein, unless expressly waived by the HHCDD.

- 1) All structures and/or works located on HHCDD property constructed by permittee shall remain the property of the permittee, who shall be solely responsible for ensuring that such structures and other uses remain in good and safe conditions. It is left to the sole discretion of HHCDD to determine whether or not the facilities are being properly maintained. Permittees are advised that other federal, state and local safety standards may govern the occupancy and use of the HHCDD Property. The HHCDD assumes no duty with regard to ensuring that such uses are so maintained and assumes no liability with regard to injuries caused to others by any such failure.
- 2) Permittee solely acknowledges and accepts the duty and all associated responsibilities to incorporate safety features, which meet applicable industry standards, into the design, construction, operation and continued maintenance of the permitted facilities/authorized use. This duty shall include, but not limited to, permittee's consideration of HHCDD's regulation and fluctuation, without notice, of water levels in lakes, as well as the permittee's consideration of upgrades and modifications to the Permitted facilities/authorized use which may be necessary to meet any future changes to applicable and accepted industry standards. Permittee acknowledges that HHCDD's review and issuance of this permit, including, but not limited to, any field inspections performed by HHCDD, does not in any way consider or ensure that the permitted facilities/authorized use is planned, designed, engineered, constructed, or will be operated, maintained or modified so as to meet applicable accepted industry standards, or otherwise provide any safety protections. Permittee further acknowledges that any inquires, discussions, or representations, whether verbal or written, by or with any HHCDD staff or representative during the application review and permit issuance process, including, but not limited to, any field inspections, shall not in any way be relied upon by permittee as HHCDD's assumption of any duty to incorporate safety features, as set forth above, and shall also not be relied upon by permittee in order to meet permittee's duty to incorporate safety features, as set forth above.
- 3) Permittee agrees to abide by all terms and conditions of this permit, including any representations made on the permit applications and related documents. Permittee agrees to pay all demolition, removal and restoration costs, investigative costs, court costs and reasonable attorney's fees, including appeals, resulting from any action taken by HHCDD to obtain compliance with the conditions of the permit or removal of permitted use. If legal action is taken by HHCDD, "reasonable attorney's fees" is understood to mean the fair market value of the services provided, based upon what a private attorney would charge.
- 4) This permit does not create any vested rights and is revocable at will upon 30 days prior written notice. HHCDD reserves the right to amend the terms and conditions contained herein at any time for any reason. Permittee bears all risk of loss as to monies expended in furtherance of the permitted use. Upon revocation, the permittee shall promptly modify,

relocate or remove the permitted use and properly restore the property to the HHCDD's satisfaction. In the event of failure to so comply within the specified time frames, HHCDD may remove the permitted use and permittee shall be responsible for all removal and restoration costs.

- 5) This permit does not convey any property rights nor any rights or privileges other than those specified herein, and this permit shall not, in any way, be construed as an abandonment of any other such impairment or disposition of HHCDD's property rights. Permittee shall obtain all other necessary federal, state, local, special district and private authorizations prior to the start of any construction or alteration authorized by this permit.
- 6) Unless specifically prohibited or limited by statute, permittee agrees to indemnify, defend and save the HHCDD (which used herein includes HHCDD and its past, present and/or future employees, agents, representative, offices and/or Board members and any of their successors and assign) from and against any and all lawsuits, actions, claims, demands, losses, expenses, costs, attorney's fees, judgements and liabilities which arise from or may be related to the ownership, construction, maintenance or operation of the permitted use or the possession, utilization, maintenance, occupancy or ingress or egress of the HHCDD's property which arise directly or indirectly and are caused in whole or in part by the acts, omissions or negligence of the permittee or of third parties.
- 7) Permittee releases HHCDD for any and all damages that may be caused by HHCDD to the permitted use, while exercising its responsibilities and obligations of maintenance of its drainage system. The HHCDD is not responsible for the repair of or claims of damage to any facilities and uses which may incur damage resulting from water fluctuations or flows, or by the use of HHCDD's property by HHCDD or a third party. Improvements placed within the property are done so at the sole risk of the owner/permittee.
- 8) The HHCDD is not responsible for any personal injury or property damage which may directly or indirectly result from the use of water from HHCDD lake or any activities which may include use of contact with water from HHCDD lake, since HHCDD periodically spray its lakes and/or property for aquatic weed control purposes and uses substances which may be harmful to human health or plant life.
- 9) The permittee shall not engage in any activity regarding the permitted use which interferes with the construction, alteration, maintenance or operation of the HHCDD Lake Tract including but not limited to: a) discharging of debris or aquatic weeds into the Lake Tract; b) causing erosion or shoaling within the Lake Tract; c) planting trees or shrubs or erecting structures which limit or prohibit access by HHCDD equipment and vehicles, except as authorized by the permit; d) leaving construction or other debris on the Lake Tract; e) damaging HHCDD berms; f) removing of HHCDD owned spoil material.
- 10) Permittee shall allow all HHCDD staff the right to inspect the permitted use at any reasonable time.
- 11) This permit is non-exclusive and revocable. Permittee shall not interfere with any other existing or future permitted uses or facilities authorized by the HHCDD.
- 12) If the use involves the construction of facilities for a non-exempt water withdrawal or surface water discharge, the permittee must apply for and obtain the appropriate water management permit before or concurrently with any activities which may be conducted pursuant to this permit.

- 13) Permittee shall be responsible for the repair or replacement of any existing facilities located within the HHCDD property which are damaged as a result of construction or maintenance of the authorized facility.
- 14) Permittee shall provide prior written notice to their successors in title of the permit and its terms and conditions. As the HHCDD has no control over the sale or transfer of real or personal property, it is the sole obligation of a permittee to disclose the existence of an HHCDD property permit, its terms and conditions to prospective purchasers.

Irrigation Connection Permit

- 1) Permitting requirements:
HHCDD authorization to utilize lands and other works constitutes a temporary revocable permit. In consideration for receipt of the subject temporary revocable permit, the Permittee agrees to be bound by the following standard limiting conditions; unless expressly waived or modified by the HHCDD Board.
- 2) Special Conditions:
In addition to the General Permit Conditions, the following Special Conditions may be added to the permit. The following conditions are not totally inclusive. Additional Conditions may be required based upon the circumstances of the project. The Permittee is the Applicant subsequent to issuance of the Permit.
- 3) No open channel connections are allowed to the HHCDD facilities. All connections shall be made by pipe, culverts, etc., constructed of suitable material, as approved by HHCDD.
- 4) Cover over facilities installed within HHCDD maintenance areas shall be sufficient to withstand HHCDD maintenance operations. A minimum of Twenty four inches (24").
- 5) All facilities on HHCDD property constructed by the Permittee shall remain the property of the Permittee, who shall be solely responsible for ensuring that such facilities and other uses remain in good and safe conditions and comply with all applicable federal, state, and local safety standards. HHCDD assumes no obligation with regard to ensuring that such uses are so maintained and assumes no liability with regard to injuries caused to others by any failure of the facilities. HHCDD further assumes no duty to ensure that the permitted use complies with the safety standards of other governmental entities.
- 6) Permittee agrees to abide by all of the terms and conditions of the permit, including any representations made on the application and related documents. Permittee agrees to pay all investigative costs, court costs and reasonable attorney's fees resulting from any successful action taken by HHCDD to obtain compliance with the conditions of the permit or removal of the permitted use.
- 7) Permittee agrees to hold harmless and indemnify HHCDD from any and all damages, injuries, liabilities or claims which arise from the ownership, construction, maintenance or operation of the permitted use of facilities, whether caused by the injured person or Permittee, and whether occurring within the area of the permitted use or outside such area, provided the activity originated from the permitted use. This obligation expressly includes any alleged or actual negligence by HHCDD as to all permitting activities regarding the subject use, including enforcement of permit conditions.

- 8) The Permittee shall not engage in any activity regarding the permitted use, which interferes with the construction, alteration, maintenance or operation of the works of HHCDD, including, but not limited to planting trees or shrubs or erecting structures which limit or prohibit access by HHCDD equipment and vehicles, except as may be authorized by the permit. Permittee shall be responsible for any costs incurred by HHCDD resulting from any such interference.
- 9) HHCDD has the right to inspect the permitted use at any time.
- 10) No encroachments shall be located within HHCDD property, other than what is permitted on the design plans. Existing facilities located within HHCDD property shall be relocated within thirty (30) days of written HHCDD notification to relocate.
- 11) Permittee releases and holds harmless HHCDD for any damages caused by Permittee to the permitted facilities.
- 12) Permittee will restore HHCDD property to its original or better condition where disturbed by construction activity.
- 13) Prior to commencement of construction, the Permittee will contact the proper authorities to locate all existing utilities that may be located in the HHCDD property.
- 14) Permittee shall submit record drawings within sixty (60) days of project completion. Drawings shall include sufficient information to show that the permitted facilities have been installed or constructed in substantial compliance with the plans and design approved by the HHCDD. Failure of the Permittee to provide these drawings or certification within the time specified may result in HHCDD revoking this permit.

LAW OFFICES

BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A.

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PLEASE REPLY TO: FORT LAUDERDALE

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STEVEN F. BILLING (1947-1998)
HAYWARD D. GAY (1943-2007)

January 30, 2023

VIA E-MAIL ONLY– MMcElligott@sdsinc.org

Mr. Michael McElligott
District Manager
Special District Services, LLC
2501 A Burns Road
Palm Beach Gardens, FL 33410

**Re: Adjustment to District Counsel Fee Structure
Hypoluxo Haverhill Community Development District
Our File: 467.01049**

Dear Michael:

This firm's current fee structure has been in place since 2002. Although we are certainly mindful of the necessity to keep increases in the District's expenses, including the cost of legal services, to a minimum, it has become necessary for us to adjust our hourly rates effective, April 1, 2023 as follows:

- Attorneys/Partners: \$275.00 per hour
- Attorneys/Associates: \$225.00 per hour

This hourly fee structure will be adjusted on a periodic basis in connection with the District's budget process no later than every third Fiscal Year to reflect changes in the Consumer Price Index published by the U. S. Department of Labor. The CPI has reflected a 31.8% increase since the year 2002 and we have not raised our fees during that time.

Mr. Michael McElligott
January 30, 2023
Page 2

Naturally, should you have any questions or require any further information in support of this adjustment you should feel free to contact me at your convenience. As I think you are aware, we very much appreciate the opportunity to serve as District Counsel as well as your courtesy and cooperation with regard to the necessity of what we believe to be both infrequent and reasonable adjustments to our schedule of professional fees.

Very truly yours,



Scott C. Cochran
For the Firm

SCC/jmp