



AGENDA

Town of Hillsboro Beach Commission Meeting

December 6, 2022
9:00 AM



MAYOR

Honorable Deborah L. Tarrant

VICE MAYOR

Honorable Irene Kirdahy

COMMISSIONERS

Honorable Vicky Feaman
Honorable Barbara Baldasarre
Honorable Jane Reiser

TOWN MANAGER

William "Mac" Serda, ICMA-CM

TOWN ATTORNEY

Donald J. Doody

TOWN CLERK

Sherry D. Henderson, CMC

HILLSBORO BEACH TOWN HALL

1210 Hillsboro Mile
Hillsboro Beach, FL 33062
954-427-4011



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile, Hillsboro Beach, Florida 33062

December 6, 2022 | 9:00 AM

REGULAR TOWN COMMISSION MEETING AGENDA

MAYOR DEBORAH L. TARRANT
VICE MAYOR IRENE KIRDAHY
COMMISSIONER VICKY FEAMAN
COMMISSIONER BARBARA BALDASARRE
COMMISSIONER JANE REISER

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

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

I. APPROVAL OF MINUTES

- A. November 1, 2022 Board of Zoning & Appeals
- B. November 1, 2022 Regular Commission Meeting

II. PRESENTATIONS

- A. **Proclamation of Election - March 14, 2023**
Presented by Mayor Deborah Tarrant
- B. **Beach Management Plan Update**
Presented by Moffatt & Nichol (Coastal Engineers)

III. ORDINANCES

- A. **Ordinance No. 2022-11** Amendment to the Town's Code of Ordinance Providing Provisions for Single-Family Residential District Site Plan Requirements **(SECOND READING)**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 12 ENTITLED "LAND DEVELOPMENT CODE" BY SPECIFICALLY AMENDING DIVISION 4 ENTITLED "SITE PLAN PROCEDURES AND REQUIREMENTS" BY SPECIFICALLY AMENDING SECTION 12-48 ENTITLED "APPLICATION FOR FINAL SITE PLAN APPROVAL", TO PROVIDE FOR LOCATION OF GENERATORS; AMENDING DIVISION 5 ENTITLED "ZONING" BY SPECIFICALLY AMENDING ARTICLE III ENTITLED "DEFINITIONS" BY AMENDING SECTION 12-90 TO PROVIDE FOR A DEFINITION OF SIDE YARD BUFFER; PROVIDING FOR AN AMENDMENT TO ARTICLE V ENTITLED "RS-2 SINGLE FAMILY RESIDENTIAL DISTRICT REGULATIONS" BY SPECIFICALLY AMENDING SECTION 12-123 ENTITLED "PARKING REGULATIONS", SPECIFICALLY AMENDING SECTION 12-124 ENTITLED "YARD REGULATIONS"; PROVIDING FOR AN AMENDMENT TO ARTICLE XIII ENTITLED "ADDITIONS EXCEPTIONS AND MODIFICATIONS" BY AMENDING SECTION 12-262; PROVIDING FOR SIDE YARD LANDSCAPED BUFFER LIMITATIONS; AMENDING SECTION 12-263

ENTITLED "USE REGULATIONS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- B. Ordinance No. 2022-12** Amendment to the Town's Code of Ordinance Providing Provisions for Multi-Family Residential District Site Plan Requirements **(FIRST READING)** Tabled from 11/1/2022

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER 12 ENTITLED "LAND DEVELOPMENT CODE", BY SPECIFICALLY AMENDING ARTICLE III ENTITLED "DEFINITIONS" TO ADD A DEFINITION FOR BUILDING SEPARATION; AMENDING ARTICLE VI ENTITLED "RM-16 MULTIPLE FAMILY DWELLING RESIDENTIAL DISTRICT REGULATIONS (WITH 3-STORY MAXIMUM LIMIT)" TO PROVIDE FOR SETBACK REQUIREMENTS AND FOR MAXIMUM BUILDING LENGTH; PROVIDING FOR THE PROHIBITION OF STRUCTURES IN THE REQUIRED SIDE YARD SETBACK; PROVIDING FOR A LANDSCAPE BUFFER FOR MULTI-FAMILY RESIDENTIAL DWELLINGS; AMENDING ARTICLE VII ENTITLED "RM-30 MULTIPLE-FAMILY DWELLING RESIDENTIAL DISTRICT (WITH 7-STORY MAXIMUM LIMIT)" TO PROVIDE FOR SETBACK REQUIREMENTS AND BUILDING FRONTAGE; PROVIDING FOR A LANDSCAPE BUFFER FOR MULTI-FAMILY DWELLINGS; PROVIDING FOR A PROPERTY RIGHTS PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

IV. DISCUSSION & POSSIBLE ACTION

V. RESOLUTIONS & CONTRACTS

A. Resolution No. 2022-56

Consideration to Approve and Adopt the Town of Hillsboro Beach 2023 Commission Meeting Schedule.

B. Resolution No. 2022-57

A Resolution of the Town Commission of the Town of Hillsboro Beach, Florida, Ratifying the Collective Bargaining Agreement Between the Town of Hillsboro Beach and Broward Police Benevolent Association 2022-2025.

VI. CONSENT

A. INVOICES FOR APPROVAL

1. CG&A	Invoice #110148	\$2,596.32	(40yr Cert)
2. CG&A	Invoice #109578	\$40,640.70	(Bldg Code)
3. Inframark	Invoice #84681	\$8,460.73	
4. Inframark	Invoice 86061	\$8,468.14	
5. Moffat & Nichol	Invoice #00774346	\$105,338.50	
6. GCDE	Invoice 44616	\$5,853.90	(General Matters)
7. GCDE	Invoice 44617	\$2,525.00	(Development - Related)
8. GCDE	Invoice 44618	\$150.00	(William Thomas)
9. GCDE	Invoice 44619	\$1,275.00	(Development - BH3)
10. GCDE	Invoice 44620	\$250.00	(Petition for Destruction of Contraband)

VII. BEACH REPORT

VIII. STAFF UPDATES

A. Police Department

Presented by Chief Jay Szesnat

B. Building Department

Presented by Steve Mitchell, Building Official, CG&A

C. Code Compliance

Presented by Bernard Pita, Code Compliance Manager, CG&A

IX. TOWN MANAGER REPORT

- A.** Update on State Road A1A Mobility Project

X. TOWN ATTORNEY REPORT

XI. PUBLIC COMMENTS

XII. ADJOURNMENT

XIII. UPCOMING MEETINGS AND EVENTS

- | | |
|--------------------------------------|---|
| A. Election Qualifying Period | Tue Jan. 3, 2023 (12 noon) thru Tue Jan. 10, 2023 (12 noon) |
| Special Magistrate Hearing | Mon, Jan 9, 2023 9:00 am |
| Regular Commission Meeting | Tue, Jan 10, 2023 9:00 am |

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



DRAFT

**MINUTES
TOWN OF HILLSBORO BEACH
BOARD OF ZONING & APPEALS MEETING
NOVEMBER 1, 2022**

9:00 A.M.

CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE

Mayor Deborah L. Tarrant 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 Deborah L. Tarrant
Vice Mayor Irene Kirdahy
Commissioner Jane Reiser

Commissioner Barbara Baldassarre
Commissioner Vicky Feaman

Town Staff:

Town Manager Mac Serda
DJ Doody, Town Attorney
Town Clerk Sherry D. Henderson, CMC

Town Attorney DJ Doody explained the Quasi-Judicial procedures to be followed throughout the meeting. He explained the types of evidence to be presented and the role of each party.

I. QUASI-JUDICIAL PUBLIC HEARINGS

- A.** Amendment to Conditional Use for Hillsboro Beach Resort, submitted by Debbie M. Orshefsky, Attorney, Holland & Knight; Authorized Agent for the Hillsboro Beach Resort, property located at 1159 Hillsboro Mile, Hillsboro Beach, FL 33062

Mr. Doody swore in all those giving testimony at the hearing.

Jim Hickey, Town Planner with CG&A, presented the item. He explained the item was heard on September 13, 2022, and October 4, 2022. He reviewed the staff report, outlining the history of the development order and requests included in the proposed amendment.

Debbie Orshefsky, Esq., attorney with Holland & Knight, presented for the applicant. She introduced the team present and thanked the Town for its patience. She discussed the importance of accountability and reviewed the types of events requested and the Town's recourse in case of a violation.

Mr. Doody asked whether the applicant would be willing to accept a prohibition on towels hung over the balcony. Ms. Orshefsky stated they would be and noted efforts had already begun to address the issue.

Mayor Tarrant asked for clarification on the event time parameters requested. She reviewed the verbiage of the request. Ms. Orshefsky responded to questions briefly. Discussion continued regarding event definitions and hours.

Mayor Tarrant questioned the number of events being requested. She stated the Commission recognized the social events were the concern and noted she would agree to unlimited business events. She pointed out the Town is already a zoo in January, February, and March, and social events should be further restricted during that time. She added that she would like to see a trial concept with future expansion if it went well.

Ms. Orshefsky shared detail regarding the costs associated with staffing for events and stated one (1) social event per month was not feasible. She discussed a counterproposal regarding the number of events permitted.

Vice Mayor Kirdahy discussed options to balance the needs of both parties. Mr. Doddy offered counsel on how to approach the matter.

Commissioner Reiser suggested a slow rollout to allow the resort to get the ball rolling slowly without committing to many events in the early months.

Ms. Orshefsky referenced the traffic study and valet plan submitted as part of the development process. She noted the presence of stacking space to keep events at the resort from impacting local traffic. Continuing, she explained the business request for flexibility to have morning and cocktail hour events.

Mayor Tarrant stated the resort was not going to become a full-service event venue, so it was necessary for the two (2) sides to come up with compromises everyone can live with. Mayor Tarrant sought a consensus on whether non-social, daytime events should be permitted to have cocktail hours. Discussion continued and consensus was to restrict non-social events to 8 a.m. to 4 p.m., with no restriction on the number.

Vice Mayor Kirdahy suggested cocktail hours might be extended to 7 p.m. to avoid rush hour traffic. She noted the difficulty in managing the people leaving an event despite the official ending time.

Ann Durso, Hillsboro Beach Resort General Manager, shared how the early days of allowing guests from Hillsboro Beach to dine at the hotel restaurant had gone. She stated she was not clear the program was doing what the Commission hoped, and noted the

hotel resort was not a private club.

Ms. Durso commented on use of the event space and stated placing restrictions on the time of events was difficult, as the time of the event should be left to the guest. She discussed existing restrictions, including on the number of guests permitted.

Mayor Tarrant asked that Ms. Durso discuss operational issues. Ms. Durso stated in order to make events work, the resort needed volume. She explained it would be difficult to maintain staff with only eight (8) hours available per month and noted food purchases would also be an issue due to lack of economy of scale. She asked that the resort staff be given an opportunity to prove themselves.

Vice Mayor Kirdahy pushed back against the assertion that limiting the number of guests to 65 was restrictive. She noted with guests, a band, and catering staff, the number was likely to hit the maximum capacity for the room. Ms. Durso disagreed.

Mayor Tarrant led a review of the list of proposed conditions, and a consensus was reached on the following:

- Non-social events will be allowed from 8 a.m. to 4 p.m., seven (7) days per week.
- Unlimited non-social events during appropriate hours
- Twenty-four events in a calendar year which are social in nature
- Any event with a happy hour will count toward the number of social events
- Four (4) events will be allowed in 2022

Commissioner Baldassarre stated she wanted to be careful not to overly restrict. Mayor Tarrant asked that she keep in mind whether she would want to live next to it.

Discussion of the clauses continued. Mr. Doody asked for clarification as required.

Mayor Tarrant asked what amount of time between re-evaluation the Commission was comfortable with. Commissioner Reiser stated she preferred that review take place annually. Mayor Tarrant agreed, noting it should be done at the same time as the restaurant's annual review.

Commissioner Reiser noted that if everything was running smoothly, the annual review would take a few minutes. Mr. Doody provided additional detail on the process.

Mr. Doody asked whether the concern with dirty laundry on the balcony needed to be addressed in the conditions. Discussion ensued, and consensus was to add a condition related to hanging towels over the railing.

Mayor Tarrant noted the staff report raised the point that the restaurant hours and Special Event hours did not align. Mr. Hickey stated he was comfortable with the hours being difficult but wanted to highlight the discrepancy.

Mayor Tarrant asked whether cash bars should be exempted from the restriction. Mr. Hickey explained that change would require an amendment to Code and noted the request did not include that change.

Mr. Doody suggested the applicant implement a policy against cash bars.

Mr. Hickey noted the audit report for the Special Events did not currently include the restaurant. Discussion ensued regarding reporting related to the restaurant membership.

Commissioner Reiser asked if the hotel menu was posted online so that residents can share and help promote the business.

Mayor Tarrant asked if a list of members could be requested to ensure it is residents only.

Ms. Orshefsky responded to individual items discussed. stated the welcome packet informs guests that towels should not be placed over the balcony, and staff will increase the visibility by placing signage on the sliding glass door to the balcony. She asked that this not be included as a restriction but be handled as good neighbors.

Ms. Orshefsky noted Ms. Durso was uncomfortable with making the list of members a public document. She requested that certification of the residents replace the concern over the list. Discussion continued, and consensus was that the Commission agreed the list would not be required.

Continuing, Ms. Orshefsky referenced the time limitations and asked that Chamber breakfasts be included as an example and birthday parties be removed. She reviewed the changes to the conditions and commented as appropriate. She stated there would be no cash bar at Special Events.

Mayor Tarrant opened a public hearing on the item.

David Ravenisi 1236 Hillsboro Mile, stated he believed two (2) events per month would be detrimental to the business. He stated he liked the exclusivity of having to be a resident of Hillsboro Beach to be a member at the hotel restaurant and asked that the Commission reconsider the credit card policy for the restaurant, as guests of members should be allowed to pick up the check. He commented on traffic briefly.

Lucia Degrezia, 1167 Hillsboro Mile, asserted that Hillsboro Mile is made up of mostly retired residents, and the upscale, boutique hotel should not have such stringent rules.

Mayor Tarrant closed the public hearing.

Commissioner Reiser asked for clarification on whether a guest resident who wanted to pick up the check would be able to create an account on the spot. Ms. Durso stated they would have that ability, as long as they were Hillsboro Beach residents.

Ms. Orshefsky stated the applicant had no objections to the conditions as amended.

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Feaman, to amend the amended development order approved on September 13, 2022, to include the list of conditions as presented. In a roll call vote, the **motion** passed unanimously. (5-0)

1. For a period of one (1) year from the date of this Development Order, the Resort may conduct a maximum of twenty-four (24) Special Events per year, commencing January 2023, with four (4) events allowed in 2022. The Special Events subject to this frequency limitation shall not include Special Events which are business or non-social events (corporate retreats and the like) involve no live or amplified music and are scheduled between the hours of 8 a.m. and 4 p.m.
2. During Special Events, the Resort will hire two (2) off-duty police officers to monitor and if necessary, control, vehicular access at the Resort driveway to mitigate queuing on A1A at the Resort driveway and patrol the building and premises. The Special Events subject to the requirement for off-duty police officers shall not include Special Events which are business or non-social events, involve no live or amplified music and are scheduled between the hours of 8 a.m. and 4 p.m.
3. The maximum number of attendees at any Special Event at the Resort shall not exceed 65 attendees.
4. All Special Events will be conducted within the Special Event Space identified on the second floor of the Resort Site Plan submitted with the May 12, 2022, application for amendment to conditional use.
5. Special Events may only be conducted during the following times: 8 a.m. to 10 p.m. Sunday through Thursday and 8 a.m. to 12 a.m. Friday through Saturday.
6. The Town Manager will be advised of an upcoming Special Event at least seven (7) calendar days before the scheduled Special Event and may send the Town Fire Marshal and may send a Town Code Enforcement Officer or other Town official to perform a site visit during any Special Event and confirm compliance with the conditions of this Conditional Use for Special Events by completing the attached Special Event Checklist and submitting it to the Town Manager and the Resort within three (3) business days of any Special Event which the Code Enforcement

Officer attends. The Special Events subject to the requirement for attendance by a Town Code Enforcement Officer shall not include Special Events which are business or non-social events, involve no live or amplified music and are scheduled between the hours of 8am and 4 p.m. The costs incurred by the Town for the Town Code Enforcement Officer or other Town Official attending any Special Event will be paid by the Resort.

7. In the event a completed and submitted Special Event Checklist reveals failure to comply with these conditions, the first will constitute a warning. In the event of a second failure in a calendar year, the Town Manager will place an item on the Town Commission agenda for the Town Commission to consider whether to temporarily or permanently revoke the Conditional Use approval for Special Events or impose additional conditions to address the incidence of non-compliance; the record title owner of the Resort will be provided a minimum of 15 days' notice prior to the date of any such Town Commission hearing. In the event the Town Commission passes a resolution terminating the Conditional Use approval for Special Events, any Special Events already scheduled to occur during the upcoming eighteen months (18) will be permitted to occur as scheduled. A list of scheduled events must be provided to the Town within seven (7) days and no new events may be added following that submission.
8. The Town Commission shall re-evaluate the conditions of approval of this Conditional Use for Special Events at its regularly scheduled meeting during the month of December 2023. This re-evaluation will occur annually.
9. No cash bar will be permitted as Special Events.

III. PUBLIC COMMENTS

None.

II. ADJOURNMENT

Motion made by Commissioner Reiser, seconded by Commissioner Feaman, to adjourn the meeting. 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 10:45 a.m.

ADOPTED THIS _____ DAY OF _____, 2022

By: _____
Deborah L. Tarrant, Mayor

ATTEST:

Sherry D. Henderson, CMC Town Clerk



DRAFT

**MINUTES
TOWN OF HILLSBORO BEACH
REGULAR COMMISSION MEETING
NOVEMBER 1, 2022**

CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE

Mayor Deborah L. Tarrant called the meeting to order at 10:46 a.m. Roll was called with the Commission members and staff present as listed below.

Town Commission:

Mayor Deborah L. Tarrant
Vice Mayor Irene Kirdahy
Commissioner Jane Reiser

Commissioner Barbara Baldassarre
Commissioner Vicky Feaman

Town Staff:

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

APPROVAL OF AGENDA

No changes.

I. APPROVAL OF MINUTES

A. Minutes of the October 4, 2022, Board of Zoning and Appeals Meeting

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Feaman, to approve the minutes from the October 4, 2022, Board of Zoning and Appeals Meeting as presented. In a roll call vote, the **motion** passed unanimously. (5-0)

B. Minutes of the October 4, 2022, Regular Commission Meeting

Motion made by Commissioner Reiser, seconded by Commissioner Feaman, to approve the minutes from the October 4, 2022, Regular Meeting as presented. In a roll call vote, the **motion** passed unanimously. (5-0)

II. PRESENTATIONS

A. Update on the Hillsboro Beach Police Department Accreditation

Police Chief Jay Szesnat provided an update on the Hillsboro Beach Police Department accreditation. He reviewed the value of accreditation to the community and Town staff and introduced this year's accreditation team.

Mr. Serda shared his thoughts on the importance of accreditation to validate that what the Police Department does is best in class and that actions comply with policies. He stated this would be the fourth accreditation process, showing an incredible strength as a department.

III. SITE PLAN REVIEW

A. SITE PLAN REVIEW Pursuant to Chapter 12, Land Development Code, Div. 4, Sec. 12-48, Jim Frogner with Frogner Consulting, LLC, Authorized Agent for Property Owner, is Seeking Site Plan Approval for Property Located at 987 Hillsboro Mile, Hillsboro Beach, FL 33062.

Mr. Doody swore in all those giving testimony at the hearing.

Daniel Mantell, Consultant Planner with CG&A, presented the item. He briefly reviewed the history of the application and the staff report, and stated staff recommended approval of the proposed exterior work with the condition that the proposed stairs encroaching into the south required minimum side yard shall be removed from the building permit plans.

Mayor Tarrant asked if the issue with the signed and sealed survey had been resolved.

Wayne Ferrell, architect with Frogner Consulting, stated a permit was in place to raise the seawall to meet the height of the neighboring property. Mr. Mantel stated the applicable condition was no longer applicable and could be removed.

Mayor Tarrant asked if the issue with the signed and sealed survey had been resolved. Mr. Ferrell asserted a digitally signed and sealed survey had been submitted.

Mr. Hickey stated staff had sat with the architect to review the survey and were satisfied, so that line should be stricken from the staff report.

Mr. Doody asked for clarification on the staff recommendation. Mr. Hickey explained.

Jim Frogner, Planning and Zoning Consultant for applicant, stated replacement of the stairs could be treated as existing non-conforming by the Commission.

Mr. Hickey confirmed with the applicant that they were not increasing the non-conformity but replacing an existing element. Mr. Frogner stated this was correct and it would have the same footprint with a new surface due to age.

Mayor Tarrant asked for clarification on the condition. Mr. Hickey explained the intent of the staff report was to conform to the Code.

Mayor Tarrant opened a public hearing on the item, however there being none to speak, she closed the public hearing.

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Feaman to approve the application without conditions. In a roll call vote, the **motion** passed unanimously. (5-0)

IV. ORDINANCES

A. Ordinance No. 2022-11 Amendment to the Town's Code of Ordinances Providing Provisions for Single Family Site Plan Requirements. (FIRST READING)

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 12 ENTITLED "LAND DEVELOPMENT CODE" BY SPECIFICALLY AMENDING DIVISION 4 ENTITLED "SITE PLAN PROCEDURES AND REQUIREMENTS" BY SPECIFICALLY AMENDING SECTION 12-48 ENTITLED "APPLICATION FOR FINAL SITE PLAN APPROVAL", TO PROVIDE FOR LOCATION OF GENERATORS; AMENDING DIVISION 5 ENTITLED "ZONING" BY SPECIFICALLY AMENDING ARTICLE III ENTITLED "DEFINITIONS" BY AMENDING SECTION 12-90 TO PROVIDE FOR A DEFINITION OF SIDE YARD BUFFER; PROVIDING FOR AN AMENDMENT TO ARTICLE V ENTITLED "RS-2 SINGLE FAMILY RESIDENTIAL DISTRICT REGULATIONS" BY SPECIFICALLY AMENDING SECTION 12-123 ENTITLED "PARKING REGULATIONS", SPECIFICALLY AMENDING SECTION 12-124 ENTITLED "YARD REGULATIONS"; PROVIDING FOR AN AMENDMENT TO ARTICLE XIII ENTITLED "ADDITIONS EXCEPTIONS AND MODIFICATIONS" BY AMENDING SECTION 12-262; PROVIDING FOR SIDE YARD LANDSCAPED BUFFER LIMITATIONS; AMENDING SECTION 12-263 ENTITLED "USE REGULATIONS" PROVIDING FOR AN AMENDMENT TO SECTION 12-264 ENTITLED "SWIMMING POOLS, POOL PATIOS AND DECKS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Doody read the Ordinance by title only.

Jim Hickey, Town Planner with CG&A, presented the item. He reviewed the changes made between first and second reading.

Mayor Tarrant noted a previous conversation regarding the location of the call boxes. Discussion ensued regarding the amount of space required.

Mayor Tarrant asked questions regarding the link between the number of parking spaces required and the garage size, whether pool decks and balconies are allowed in the setback. Mr. Hickey responded, and Bob Mayer, Bomar Builders, provided additional detail. Discussion continued on items which required clarification.

Mayor Tarrant asked why playgrounds and athletic equipment is permitted in the side yard on multi-family but not single-family residences. Mr. Hickey explained the intent.

Mayor Tarrant opened the item to public comment.

Bob Mayer, Bomar Builders, commented on the driveway width requirements. Mayor Tarrant and Mr. Mayer discussed designation of parking spaces on the site plan and necessary clarification of the language.

Mr. Hickey pointed to proposed language which was intended to address the issue.

Vice Mayor Kirdahy asked whether the change to eight (8) feet off the side property line would cause a hardship to the builder. Mr. Mayer stated he did not believe so.

Mr. Mayer continued to review his concerns with the Ordinance, including driveway width requirements, air-conditioned garages, difficulty in fitting air conditioners into the space allowed, the height of shrubs and trees, call box locations, and clarifying whether measurements include the bike path. Discussion ensued regarding the wording and intent of each section referenced.

Mayor Tarrant reviewed the changes stemming from Commission discussion:

1. Exterior parking spaces are determined by the under-air space excluding garages
2. Driveways used to meet the parking requirement must be a minimum width of 18 feet
3. Add "including bike lanes" to line 46
4. Require intermediary planting
5. Clarify staircase language, including addition of a description of a landing, with a maximum of 42 feet x 42 feet
6. Change may to shall
7. Add language delineating the location of the call box should be as close as possible to the gate and allow for two (2) car stacking

Mayor Tarrant opened the item to additional public comment, however there being none to speak, she closed the item.

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Feaman, to approve amendments as discussed. In a roll call vote, the **motion** passed unanimously. (5-0)

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Feaman, to approve Ordinance 2022-11 as amended. In a roll call vote, the **motion** passed unanimously. (5-0)

B. Ordinance No. 2022-12 Amendment to the Town's Code of Ordinances Providing Provisions for Multi Family Site Plan Requirements. (FIRST READING)

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER 12 ENTITLED "LAND DEVELOPMENT CODE", BY SPECIFICALLY AMENDING ARTICLE III ENTITLED "DEFINITIONS" TO ADD A DEFINITION FOR BUILDING SEPARATION; AMENDING ARTICLE VI ENTITLED "RM-16 MULTIPLE FAMILY DWELLING RESIDENTIAL DISTRICT REGULATIONS (WITH 3-STORY MAXIMUM LIMIT)" TO PROVIDE FOR SETBACK REQUIREMENTS AND FOR MAXIMUM BUILDING LENGTH; PROVIDING FOR THE PROHIBITION OF STRUCTURES IN THE REQUIRED SIDE YARD SETBACK; PROVIDING FOR A LANDSCAPE BUFFER FOR MULTI-FAMILY RESIDENTIAL DWELLINGS; AMENDING ARTICLE VII ENTITLED "RM-30 MULTIPLE FAMILY DWELLING RESIDENTIAL DISTRICT (WITH 7-STORY MAXIMUM LIMIT)" TO PROVIDE FOR SETBACK REQUIREMENTS AND BUILDING FRONTAGE; PROVIDING FOR A LANDSCAPE BUFFER FOR MULTI-FAMILY DWELLINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Doody read the Ordinance by title only.

Jim Hickey, Town Planner with CG&A, presented the item. He reviewed the research and analysis conducted on multi-family lots within the community and proposed amendments to increase side setback buffers, clarify what is permitted in the side yard, and adjust maximum building widths. He shared images to show the existing and proposed side yard regulations and discussed County standards.

Mayor Tarrant asked for clarification on definitions. Mr. Hickey explained.

Discussion ensued regarding treatment of shade structures and pool decks.

Mayor Tarrant stated she believed multi-family lots should be looked at in categories by size, as it was not one (1) size fits all. She continued a review of the Ordinance, highlighting concerns related to where gyms are allowed, recreation equipment in the setback, contradictory language, setback requirements for larger lots, and potential adverse impacts on private property rights. Mr. Hickey stated he would make amendments and confer with City Attorney Doody as required.

Commissioner Reiser asked the impact to existing homeowners. Mr. Hickey explained, and

Mr. Doody provided additional detail as to what would trigger compliance with the new Code.

Mayor Tarrant asked that a contractor could be brought in to provide input the way Mr. Mayer had for the single-family lots. Mr. Hickey agreed.

Discussion continued regarding tailoring the changes to lot size.

Motion made by Commissioner Baldasarre, seconded by Vice Mayor Kirdahy, to table the first reading of Ordinance 2022-12 to December 6, 2022. In a roll call vote, the **motion** passed unanimously. (5-0)

V. DISCUSSION & POSSIBLE ACTION

VI. RESOLUTIONS & CONTRACTS

A. Resolution No. 2022-50

CONSIDERATION TO APPROVE AND AUTHORIZE THE PROPER TOWN OFFICIALS TO EXECUTE THE NECESSARY DOCUMENTS TO RENEW EMPLOYEE HEALTH INSURANCE BENEFITS FOR 2023 WITH UNITED HEALTHCARE.

Mr. Doody read the Resolution by title only.

Mr. Serda presented the item. He stated the proposed increase from United Healthcare was 4.1 percent with no changes to coverage.

Jake Allen, Ascentria Public Risk, explained the pricing and coverage. He noted the health increase was lower than the market average or inflation, and the only change recommended was to move to Guardian for life insurance for a savings of 22 percent.

Motion made by Commissioner Feaman, seconded by Vice Mayor Kirdahy, to adopt Resolution 2022-50. In a roll call vote, the **motion** passed unanimously. (5-0)

B. Resolution No. 2022-51

CONSIDERATION TO APPROVE AND AUTHORIZE THE PROPER TOWN OFFICIALS TO EXECUTE THE NECESSARY DOCUMENTS WITH GUARDIAN LIFE INSURANCE FOR EMPLOYEE BENEFITS.

Mr. Doody read the Resolution by title only.

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Feaman, to adopt Resolution 2022-51. In a roll call vote, the **motion** passed unanimously. (5-0)

Mayor Tarrant called for a recess at 1:00 p.m.

Mayor Tarrant called the meeting to order at 1:35 p.m.

C. Resolution No. 2022-52

CONSIDERATION TO APPROVE AND AUTHORIZE THE PROPER TOWN OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE BROWARD COUNTY SUPERVISOR OF ELECTIONS OFFICE AND THE TOWN OF HILLSBORO BEACH TO CONDUCT THE TOWN'S MUNICIPAL ELECTION ON MARCH 14, 2023.

Mr. Doody read the Resolution by title only.

Mr. Serda presented the item. He noted the expense was budgeted and would allow for expenses of conducting the Town's municipal election.

Motion made by Commissioner Feaman, seconded by Vice Mayor Kirdahy, to adopt Resolution 2022-52. In a roll call vote, the **motion** passed unanimously. (5-0)

D. Resolution No. 2022-53

CONSIDERATION TO APPROVE THE VENDOR RECOMMENDED BY THE SELECTION COMMITTEE AND AUTHORIZE THE PROPER TOWN OFFICIALS TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH NODE0 IT FOR INFORMATION TECHNOLOGY (IT) SERVICES FOR THE TOWN.

Mr. Doody read the Resolution by title only.

Mr. Serda presented the item. He stated the Town's IT contractor brought forward a request to increase their pricing. So a Request for Proposal (RFP) bid was issued. Two (2) companies submitted proposals for consideration - iPower Technologies Node0 IT Professionals. Mr. Serda noted his recommendation was to renew with Node0 IT and requested the flexibility for staff to select between the plans upon further research. Mr. Serda explained the scope of services provided by Node0 was beyond those of the competitor.

Mayor Tarrant asked the reason for the large increase. Mr. Serda explained the contractor had brought evidence forward that the Town's contract was so far below that of other clients, and they were losing money on the Town's account.

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Feaman, to adopt Resolution 2022-53. In a roll call vote, the **motion** passed unanimously. (5-0)

E. Resolution No. 2022-54

CONSIDERATION FOR APPROVAL TO WAIVE PROCUREMENT PROCESS AND AUTHORIZE THE USE OF \$28,500 IN FEDERAL FORFEITURE FUNDS TO PURCHASE A BEACH VEHICLE (PIONEER HONDA 700) FROM RICK CASE HONDA.

Mr. Doody read the Resolution by title only.

Police Chief Szesnat presented the item. He explained the research which had been conducted prior to bringing the request forward. Discussion ensued regarding the color and availability of vehicles.

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Reiser, to adopt Resolution 2022-54. In a roll call vote, the **motion** passed unanimously. (5-0)

F. Resolution No. 2022-55

CONSIDERATION TO APPROVE AND AUTHORIZE THE USE OF \$27,500 IN FEDERAL FORFEITURE FUNDS TO PURCHASE TWO (2) LICENSE PLATE RECOGNITION (LPR) CAMERAS, PIGGYBACKING THE TERMS OF THE REAL TIME CRIME CENTER CONTRACT AGREEMENT BETWEEN BROWARD SHERIFF'S OFFICE AND MOTOROLA FOR THE LPR CAMERAS.

Mr. Doody read the Resolution by title only.

Police Chief Szesnat presented the item. He stated there are currently four (4) cameras in Town, and it is time to upgrade. He noted Broward Sheriff's Office had the specific camera requested, and staff had had the opportunity to test the expanded capabilities.

Motion made by Commissioner Feaman, seconded by Vice Mayor Kirdahy, to adopt Resolution 2022-55. In a roll call vote, the **motion** passed unanimously. (5-0)

VII. CONSENT AGENDA

A. Invoices for Approval

1. **Inframark** Invoice #83110 September 2022 **\$7,781.20**
2. **CG&A** Invoice #108521 September 2022 **\$102,720.38**
3. **GCDE** Invoice #43725 October 2022 **\$8,276.25** (General Matters)
4. **GCDE** Invoice #42727 October 2022 **\$2,325.00** (Development - Related Group)
5. **GCDE** Invoice #42728 October 2022 **\$175.00** (Richard Crusco, Write of Cert)
6. **GCDE** Invoice #42726 October 2022 **\$1,250.00** (Development - BH3)
7. **GCDE** Invoice #42730 October 2022 **\$1,003.50** (Petition for Destruction of Contraband)

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

VIII. BEACH REPORT

Mr. Serda explained claims had been submitted to FEMA for Hurricane Ian. He noted Broward County had not yet reached the threshold for an order. Continuing, he stated Boca Raton was going into the procurement process for their dredging project, and an update should be available shortly.

IX. STAFF UPDATES

A. Police Department

Police Chief Jay Szesnat presented the September monthly report. He shared an update on watching the impacts of ongoing construction and noted damage from Hurricane Ian.

Vice Mayor Kirdahy commented on proactive action against trespassing. Police Chief Szesnat stated he would revisit the issue with staff.

B. Building Department

Steve Mitchell, Building Official, CG&A, presented his report. He thanked Mr. Serda and the team for their support in his recent absence. He noted the department has been busy as a number of projects reach the construction phase. He updated on the Related Group project construction and stated the sales trailer was issued a permit.

He stated issues with Opal Towers continue. However, their plans are moving forward. He added that he would be meeting with the Board in the next couple of weeks and emphasize the State rules related to Condo Board responsibilities.

Mayor Tarrant asked whether staff follows up on the submission to ensure the construction matched the plans submitted. Mr. Mitchell explained that review was part of the function of the structural inspector. He noted exact dimensions do not show up until the final survey.

Commissioner Reiser inquired regarding standards for measuring properties. Mr. Mitchell explained, and discussion continued.

Commissioner Baldasarre asked whether there had been any change to permit times for individual permits. Mr. Mitchell stated if an application is submitted correctly, the approval time is well less than two (2) weeks.

C. Code Compliance

Bernard Pita, Code Enforcement, CG&A, presented his report. He stated all of the Sea Turtle Lighting violation cases which had been opened in September were now in compliance. He noted he is researching a complaint regarding work without a permit. Mr. Pita reviewed the status of open cases and pending fines. Discussion ensued regarding potential action in response to fines.

Mayor Tarrant asked the disposition of cases closed without compliance. Mr. Serda explained upon investigation, staff determines not all cases were founded.

D. Finance Department

Stephen Bloom, Inframark, presented the fourth quarter report. He noted a surplus of \$349,000 through September could be reassigned to other needs. He stated the unaudited revenues were 100 percent of budget, and General Fund expenditures were 94.3 percent of annual budget. Continuing, Mr. Bloom reviewed the Special Revenue Funds and explained highlights of each. He reviewed a list of capital projects and trends.

Mayor Tarrant asked for clarification regarding line items from the report. Mr. Bloom responded in turn.

Mayor recognized staff for keeping costs down. Discussion ensued regarding building reserves and starting a beach fund.

IX. TOWN MANAGER REPORT

A. Town Hall Façade Update

Mr. Serda updated on the Town Hall Façade project.

Mayor Tarrant stated the original thought was for bright colored plants against the white façade of the building, but the iguanas eat anything that flowers. She noted the next painting of the shutters might include a pop of color.

B. Update on SR A1A Mobility Improvements

Mr. Serda stated the project is ahead of schedule.

C. Christmas Tree and Menorah Lighting Celebration Thu, December 1, 2022

Mr. Serda asked that the Commissioners keep the event on their calendar. He noted details were being finalized.

D. Recap on Free Shredding, Electronic Recycling, HHW, Prescription Drug Take Back, Blood Drive on Saturday, October 29, 2022.

Mr. Serda stated the event was a success, though it did have less drop off than typical. He noted this may have been due to other events or the roadwork on State Road A1A.

XI. TOWN ATTORNEY REPORT

Mr. Doody had no report.

XII. TOWN COMMISSION COMMENTS/REPORTS

A. Commissioner Jane Reiser

Commissioner Reiser commented on promotion of the shredding event.

B. Commissioner Barbara Baldasarre

Commissioner Baldasarre discussed the installment of USA Flags along A1A in recognition of Veterans Day (Nov 11)

C. Commissioner Vicky Feaman

Commissioner Feaman asked if residents had been notified about how to use the hotel restaurant. Mr. Serda stated that promotion was the responsibility of the business.

D. Vice Mayor Irene Kirdahy

Vice Mayor Kirdahy stated the Metropolitan Planning Organization (MPO) had canceled their November meeting due to IT issues.

E. Mayor Deborah L. Tarrant

Mayor Tarrant had no report.

XIII. PUBLIC COMMENTS

None.

XIV. ADJOURNMENT

Motion made by Vice Mayor Kirdahy, seconded by Commissioner Baldassarre, to adjourn the meeting at 3:07 p.m. In a roll call vote, the **motion** passed unanimously. (5-0)

ADOPTED THIS _____ DAY OF _____, 2022

By: _____
Deborah L. Tarrant, Mayor

ATTEST:

Sherry D. Henderson, CMC
Town Clerk

TOWN OF HILLSBORO BEACH, FLORIDA

PROCLAMATION OF ELECTION

Pursuant to the Town Charter, Article VIII: - *Elections*; Section 1. - *General and Special Elections*, I, Deborah L. Tarrant, Mayor of the Town of Hillsboro Beach, Florida, by virtue of the authority vested in me, do hereby issue the following **PROCLAMATION:**

That a General Municipal Election is hereby called to be held for the Town of Hillsboro Beach, Florida on the 14th day of March 2023; and

Qualified Voters will elect three (3) Commissioners for our Town and their two (2) year terms will expire March 2025; and

The election will be held in the Community Room of the Hillsboro Beach Town Hall, located at 1210 Hillsboro Mile, Hillsboro Beach, Florida; and

Polls will be open from 7:00 a.m. until 7:00 p.m. Interested parties for the three Commission Seats may qualify no earlier than 12:00 noon on Tuesday, January 3, 2023 and not later than 12:00 noon on Tuesday, January 10, 2023, with the Town Clerk at Town Hall.

IN WITNESS THEREOF, I have hereunto set my hand on the 6th day of December 2022 and cause the official seal of the Town of Hillsboro Beach, Florida to be affixed.

TOWN OF HILLSBORO BEACH, FLORIDA

By:

Attested By:

(seal)

Honorable Deborah L. Tarrant
Mayor

Sherry D. Henderson, CMC
Town Clerk

FEMA Hazard Mitigation Feasibility Study Update

December 6, 2022



moffatt & nichol

Purpose of This Update

- › Feasibility Study
 - › Evaluate and provide recommendations for ongoing and future shoreline management
 - › Part of Hurricane Dorian Public Assistance Request
 - › Shoreline management strategies to enhance longevity of the Engineered Beach Section (Town line to Dezer property/Hillsboro Square)
 - › Potential FEMA Hazard Mitigation Assistance Grant
- › Beach Management Plan
 - › As part of this Feasibility Study the Beach Management Plan is updated
 - › Tied to FEMA funding
- › Continued inlet-to-inlet management
 - › Kudos for upcoming 2022/23 project
 - › Leveraging data from this Feasibility Study
- › Next Steps



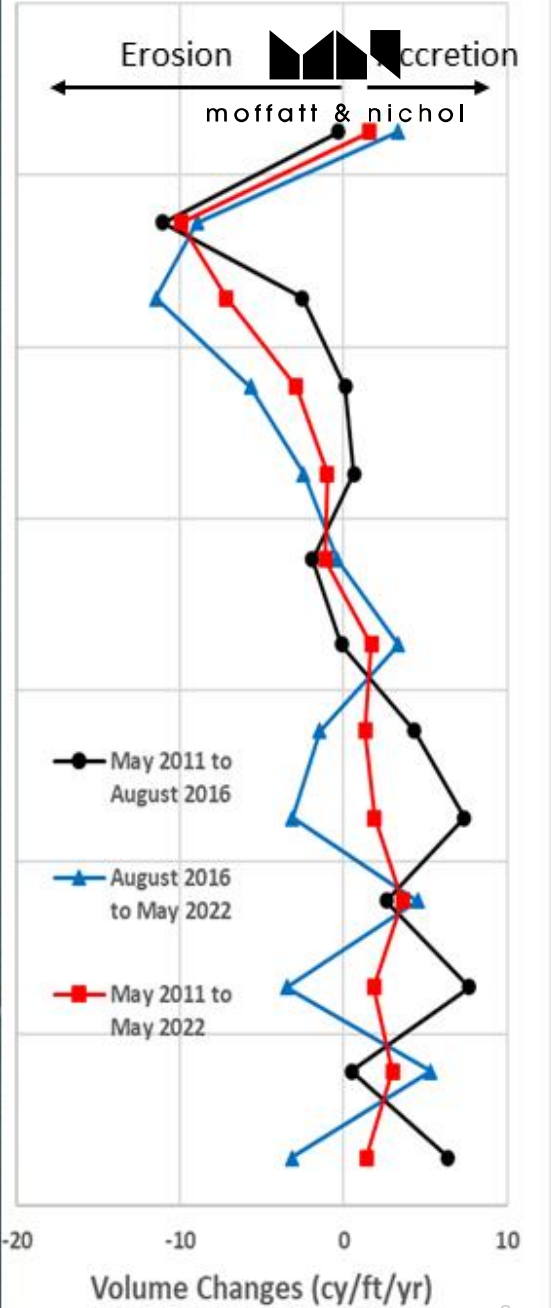
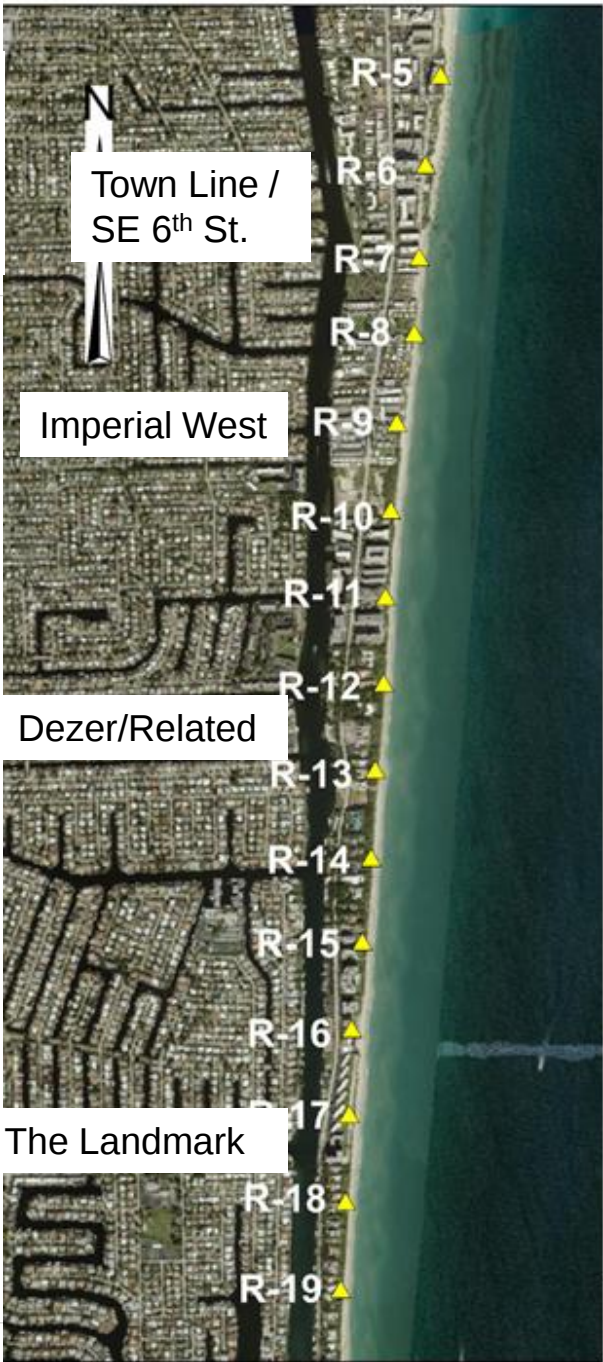
Feasibility Study

Placed Sand

Date	Location	Volume
April 2015	R-6+300 to R-7.5+155	45,600 cy
March 2018	R-6+750 to R-9	33,770 cy
March 2020	R-6+750 to R9+500	69,000 cy
Total		148,370

Measured Changes

Area	Location	May 2011 to May 2022
North Segment	R-6+750 to R-9	-17,020 cy/yr



Feasibility Study

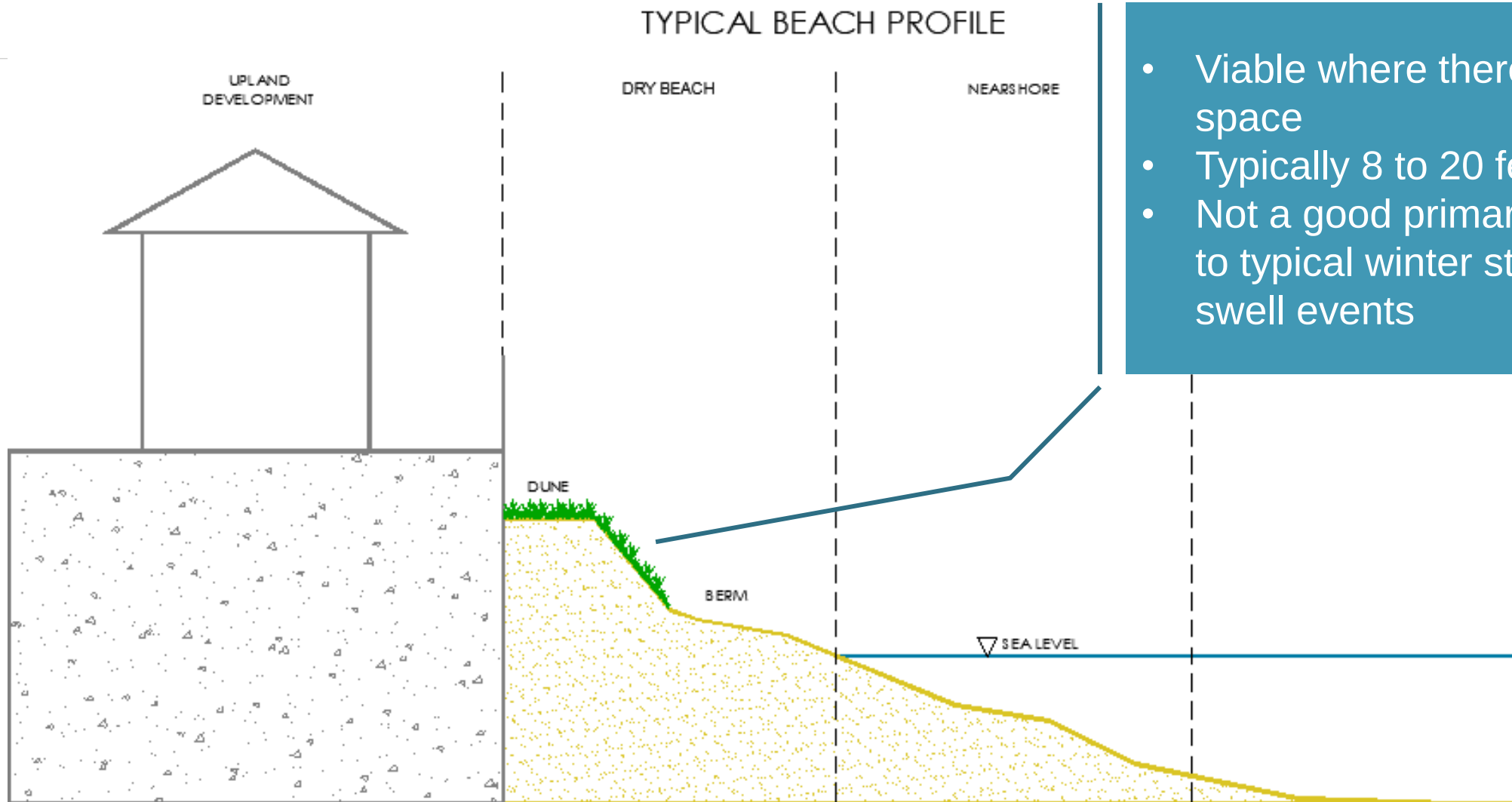


- › FEMA is funding this Feasibility Study
 - › 75% FEMA Cost Share and 12.5% FDEM Cost Share
 - › Pursue possible FEMA Hazard Mitigation Assistance Grant
 - pre-disaster project assistance
 - › Enhance longevity of “Engineered Beach” (Town line to Dezer / Related property)
 - › Includes non-nourishment project alternatives

Shoreline Management Strategies / Project Alternatives

- › Town's long-term approach to managing its shoreline
- › No one silver bullet solution
 - 1) Vegetated dune system
 - 2) Breakwaters
 - 3) Extension of Deerfield's groin field
 - 4) Terminal groin, modification to the Hillsboro Inlet sand trap, back-passing from Hillsboro Inlet
 - 5) Large-scale renourishment
 - 6) Evaluating the sand bypassing objective for Boca Raton Inlet and Hillsboro Inlet

1) Vegetated dune system

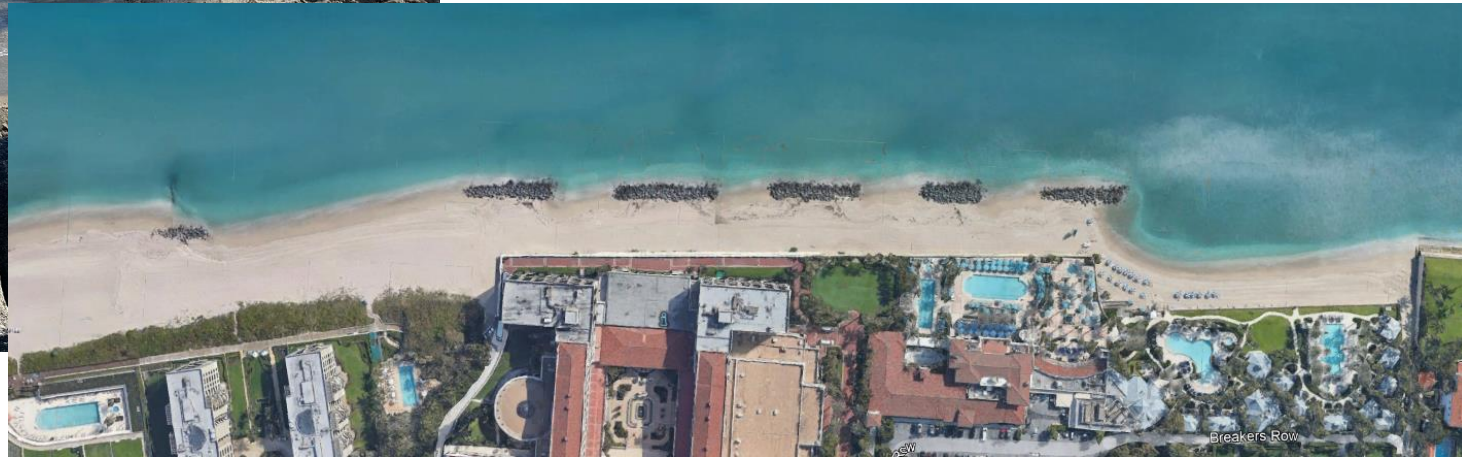


- Viable where there is space
- Typically 8 to 20 feet wide
- Not a good primary buffer to typical winter storms or swell events

2) Breakwaters



- › Create downdrift impacts
- › Constructed in conjunction with a nourishment project
- › High construction costs
- › Regulatory hurdles
- › **Not Recommended**



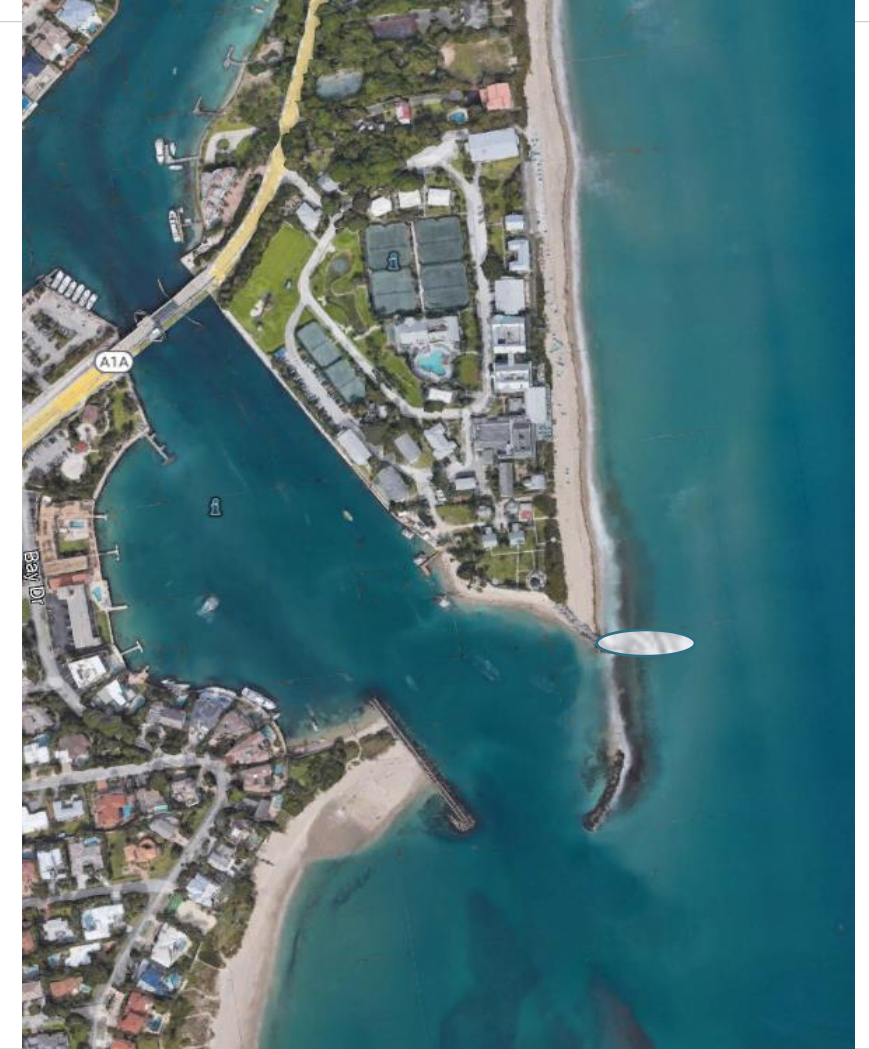
3) Extension of Deerfield's groin field

- › Create downdrift impacts
- › Constructed in conjunction with a nourishment project
- › High construction costs, but less than breakwaters
- › Regulatory hurdles
- › **Overall extension is not recommended**



4) Terminal groin, modification to the Hillsboro Inlet sand trap, back-passing

- › Existing northern jetty is shore-parallel
- › Add a shore-perpendicular structure
- › Retains more sand on southern portion adjacent to the inlet
- › Modify sand trap for improved sand management
- › Balance between retaining sand on Hillsboro with a terminal groin and allowing sand to fill the sand trap
- › Include a back-passing component
 - › Dispose dredged sand on terminal groin fillet
 - › Sand scrape and truck sand to northern end of Town
- › Requires an updated Inlet Management Plan (IMP)
- › Requires FDEP and USACE permitting
- › Coordination with Hillsboro Inlet District, Pompano Beach and FDEP
- › Could be viable for FEMA cost-sharing (Hazard Mitigation Grant Program)
- › **Recommend the Town consider this as viable**



5) Large-scale renourishment

- › Consistent with FDEP's Strategic Beach Management Plan
- › Permits are in place
- › No hurdles associated with breakwater/groin structures
- › **Recommend the Town consider this as viable**



6) Evaluating the sand bypassing objective for Boca Raton Inlet and Hillsboro Inlet

- › Revised Inlet Management Plans (IMPs) could benefit the Town's shoreline
- › In addition to revised bypassing goal, identifying Deerfield Beach and Hillsboro Beach as disposal sites
- › **Recommend the Town consider this as viable**



FEMA Hazard Mitigation Assistance Grant

- › Enhance longevity of “Engineered Beach” (Town line to Dezer / Hillsboro Square)
- › Recommended Shoreline Management Strategies / Project Alternatives
 - 1) **Vegetated dune system**
 - 2) ~~Breakwaters~~ — Not recommended
 - 3) ~~Extension of Deerfield’s groin field~~ — Not recommended
 - 4) **Terminal groin, modification to the Hillsboro Inlet sand trap, back-passing from Hillsboro Inlet**
 - 5) Large-scale renourishment
 - 6) Evaluating the sand bypassing objective for Boca Raton Inlet and Hillsboro Inlet

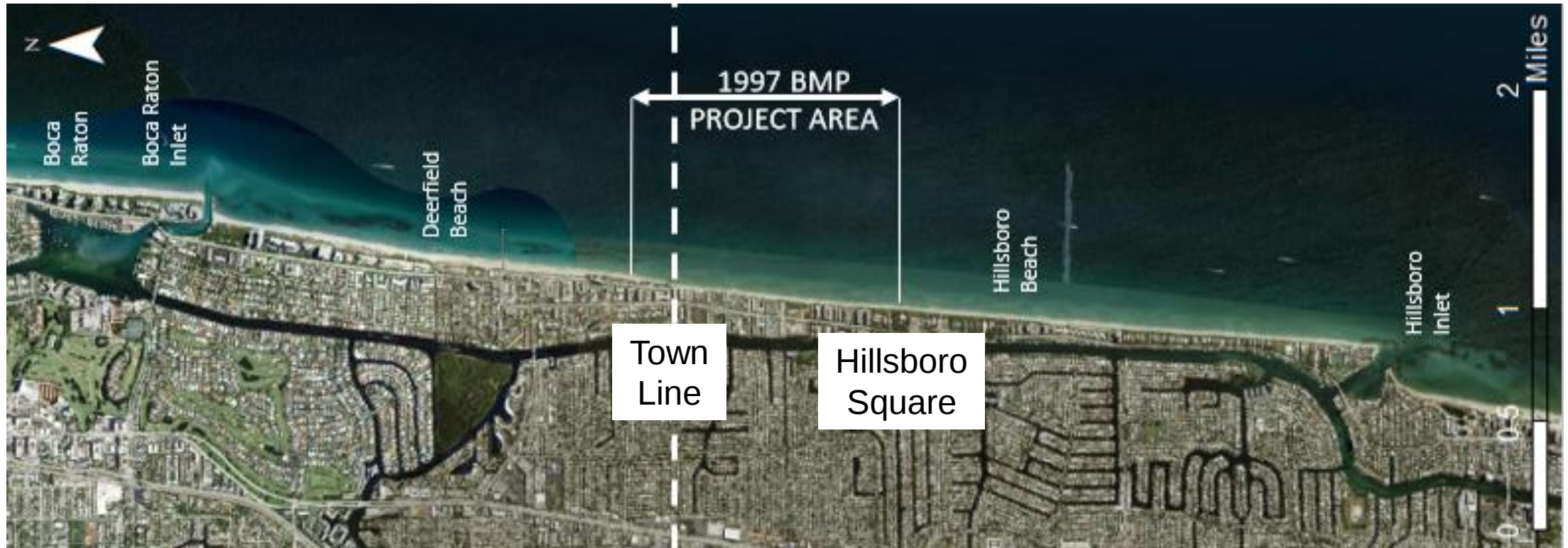


Agenda

-
- › Feasibility Study
 - › **Beach Management Plan**
 - › Updated as a part of the Feasibility Study
 - › Necessary for FEMA funding
 - › Inlet to Inlet Management
 - › Next Steps

Beach Management Plan

- › Previous Plan – March 1997
 - › Beach nourishment from R-6 to R-12



Beach Management Plan

Reasons for 2022 Plan

- › FEMA is requiring current/updated Beach Management Plans
 - › FEMA post-disaster response has been the Town's primary project mechanism
 - › Hurricanes Matthew, Irma and Dorian totaling >\$10M
 - › Hurricane Dorian was \$4.3M
 - › Coordinating with County for Ian and Nicole (post-disaster assistance)
- › Need to address strategies other than large-scale nourishment
- › Need to include entire town, not just northern portion



Beach Management Plan

Recommended plan includes:

- › Pursue possible FEMA Hazard Mitigation Assistance Grant – pre-disaster project assistance
- › Pursue recommended shoreline management strategies / project alternatives
- › Fulfilment of Settlement Agreement
- › Pursue inlet to inlet alternatives

Agenda

-
- › Feasibility Study
 - › Beach Management Plan
 - › **Inlet to Inlet Management**
 - › Next Steps

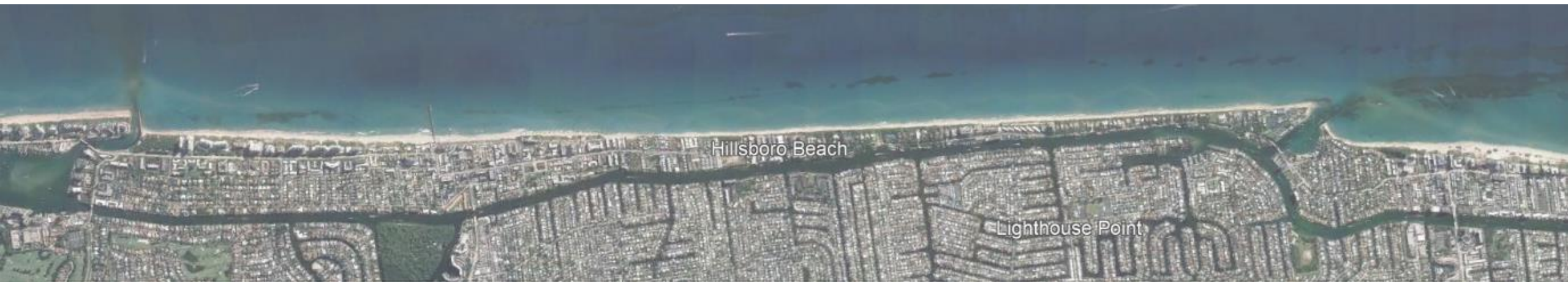
Inlet to Inlet Management

2022/2023 Project:

- › Meets Settlement Agreement
- › Coordination with Deerfield Beach and Boca Raton
- › Possible use of Boca Raton Inlet ebb shoal sand

Feasibility Study Data

- › Actively coordinating with ATM/Boca
- › Data is being used for an inlet-to-inlet sediment budget



Inlet to Inlet Approach

- › FDEP is a proponent of regional shoreline management.
- › Implementation would require a high level of collaboration between municipalities and permitting agencies.
- › An inlet-to-inlet approach can allow for both Boca Raton and Hillsboro Inlet IMPs to be updated, consolidated long-term permitting and collaboration between stakeholders.
- › Working proactively with the stakeholders in this holistic approach.



Next Steps

› Next Steps and Our Ask

- › Thoughts/Input to Shoreline Management Strategies
- › Be ready to adopt updated Beach Management Plan to secure future FEMA disaster recovery funding
- › Continue collaboration with Deerfield Beach, Boca Raton, Hillsboro Inlet District, FDEP and FEMA
- › Regional Approach



ORDINANCE 2022-11

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 12 ENTITLED "LAND DEVELOPMENT CODE" BY SPECIFICALLY AMENDING DIVISION 4 ENTITLED "SITE PLAN PROCEDURES AND REQUIREMENTS" BY SPECIFICALLY AMENDING SECTION 12-48 ENTITLED "APPLICATION FOR FINAL SITE PLAN APPROVAL", TO PROVIDE FOR LOCATION OF GENERATORS; AMENDING DIVISION 5 ENTITLED "ZONING" BY SPECIFICALLY AMENDING ARTICLE III ENTITLED "DEFINITIONS" BY AMENDING SECTION 12-90 TO PROVIDE FOR A DEFINITION OF SIDE YARD BUFFER; PROVIDING FOR AN AMENDMENT TO ARTICLE V ENTITLED "RS-2 SINGLE FAMILY RESIDENTIAL DISTRICT REGULATIONS" BY SPECIFICALLY AMENDING SECTION 12-123 ENTITLED "PARKING REGULATIONS", SPECIFICALLY AMENDING SECTION 12-124 ENTITLED "YARD REGULATIONS"; PROVIDING FOR AN AMENDMENT TO ARTICLE XIII ENTITLED "ADDITIONS EXCEPTIONS AND MODIFICATIONS" BY AMENDING SECTION 12-262; PROVIDING FOR SIDE YARD LANDSCAPED BUFFER LIMITATIONS; AMENDING SECTION 12-263 ENTITLED "USE REGULATIONS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission deems it in the best interest of the residents of the Town to accept the recommendation of the Town's planning consultant to address specific components of the Code of Ordinances regulating development within the RS-2 Single Family Residential District;

WHEREAS, the Town Commission deems it in the best interest of the residents of Hillsboro Beach to ensure that the future development of single family residences aligns with the unique character of the Town of Hillsboro Beach;

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

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

Section 2. The Town Commission deems it important to preserve the unique residential character of the Town of Hillsboro Beach and therefore undertakes the following amendments to Chapter 12 of the Code of Ordinances entitled "Land Development Code" by specifically amending the following Sections.

Section 3. Section 12-48 of the Code of Ordinance is amended by creating Section 12-48 (B) (8) which shall read as follow:

Sec. 12-48. - Application for final site plan approval.

(B) *Submission requirements.* An application for final site plan approval shall include a development plan, the overall size of which shall be 24 inches by 36 inches, drawn at a scale not less than 1 inch = 50 feet and depicting the following:

[\(8\) Location of a proposed or future generator\(s\)](#)

[\(9\) Location of any type of athletic play area](#)

Section 4. Division 5. entitled "Zoning" specifically Article III entitled "Definitions" is amended to create a definition for Side Yard Landscaped Buffer which shall read as follows:

ARTICLE III. – DEFINITIONS

Section 12-90. - Delineation

Yard. An open space at grade between a building and the adjoining lot lines, unoccupied and unobstructed by any portion of a structure from the ground upward, except as otherwise provided herein. In measuring a yard for the purpose of determining its width or depth, the minimum horizontal distance between the lot line and the main building shall be used.

(1) *Front yard.* A yard facing State Highway A1A and extending across the full width of the plot between the north and south lot or property lines.

(2) *Rear yard, intracoastal side.* A yard facing the Intracoastal Waterway and extending across the full width of the plot between the north and south lot or property lines.

(3) *Rear yard, ocean side.* A yard facing the Atlantic Ocean and extending across the full width of the plot between the north and south lot or property lines.

(4) *Side yard.* A yard extending from the front yard to the rear yard, between the north and south lot or property lines, and the nearest line of any building on the lot.

(5) *Side Yard Landscaped Buffer.* Each side yard shall include a landscaped buffer not less than eight (8) feet in width, adjacent to the side property line, which shall only contain landscaping, or a fence or wall as set forth in 12-263(A).

Section 5. Article V entitled RS-2 "Single-Family Residential District Regulations" is amended to specifically amend Section 12-123 entitled "Parking Regulations" to read as follows:

Sec. 12-123. - Parking regulations.

Whenever a single-family dwelling is erected or reconstructed, there shall be provided a minimum of two (2) solidly enclosed and covered parking spaces, and one unenclosed parking space, excluding driveway space. One additional unenclosed parking space shall be required for building areas exceeding 5,000 square feet, excluding garage space utilized for parking, and one additional unenclosed parking space shall also be required for each additional 5,000 square feet, for visitor parking and service vehicles. Any Such unenclosed parking spaces exclusive of driveways, shall not occupy more than 20 percent of the yard space between the front building line and the street, nor shall it not be located in the side yards within the minimum eight (8) foot wide Side Yard Landscaped Buffer, nor closer than 45 ~~twenty-five (25)~~ feet to center line of State Highway A1A. Portions of driveways designated for use as a required unenclosed parking space must have a minimum width of eighteen (18) feet. Parking areas and driveways must be paved or other material as approved by the Town Commission, and must have drainage or sump to ensure no runoff or flow of water into State Highway A1A or adjoining properties. Parking areas must be shielded from State Highway A1A with landscaping of a minimum height of six (6) feet at the time of planting, and the parking space shall be appropriately landscaped with grass, trees or shrubbery. A minimum of 10 feet in width, immediately adjacent to the paved edge of State Highway A1A, shall be in grass— consist of ground cover landscaping which naturally grows and/or can be maintained at a height no less than eighteen (18) inches and no greater than thirty (30) inches, so as to prevent the use of the space for parking, and this 10-foot area shall be clear and contain no obstructions. Exceptions to the 10-foot requirement:

(A) In any area of the Town of Hillsboro Beach in which there is not more than 15 feet distance between the westerly paved edge of State Highway A1A and adjoining bicycle lane, and the mean high water line along the easterly shore of the Intracoastal Waterway the requirement that "a minimum of 10 feet in width, immediately adjacent to the paved edge of State Highway A1A shall be in grass consist of ground cover landscaping which naturally grows and/or can be maintained at a height no less than eighteen (18) inches and no greater than

thirty (30) inches" shall not apply. No parking, other than for emergency purposes, shall be permitted in any of the areas to which this exception applies;

...
Section 6. Section 12-124 entitled "Yard Regulations" is amended to read as follows:
Sec 12-124-Yard Regulations

...
(B) Side yard. There shall be a minimum side yard on each side of the building, having a width of not less than 15 feet measured from the roof overhang, or 6 inches per foot of building height, whichever is the greater.

(1) Landscaping. Each side yard shall include a minimum eight (8) foot wide Side Yard Landscaped Buffer which shall consist solely of landscaping as defined in Sec. 12-90, including:

(a) Trees and/or large shrubs or hedges no less than fourteen (14) to sixteen (16) feet in height at time of planting. Palm trees shall be a minimum of eighteen (18) feet in height at the time of planting.

(b) Hedges and/or other natural products no less than four (4) feet in height at the time of planting.

(c) Trees, including palm trees, and/or shrubs or hedges of an intermediate height between four (4) feet and fourteen (14) feet.

(2) Exception: Encroachments into Side yards: Unless otherwise provided in the Code of Ordinances, only the following structures are allowed in the minimum required side yard, but not within the minimum eight (8) foot wide Side Yard Landscaped Buffer.

(a) Air conditioning compressors equipment, pool pumps-equipment and pool heaters may be placed in the side yard provided that:

(i) None shall be separated from the primary structure a greater distance than is necessary for installation, operation and maintenance thereof as determined by manufacturers' specifications;

(ii) Landscaping shall screen all such accessory equipment from horizontal view from all points off the lot on which situated.

(iii) Equipment that emits noise, odors or fumes shall be fully shielded and screened in such a way to minimize such noise, odor or fumes as required by the building official prior to the issuance of a permit.

(b) Open unenclosed staircases and walkways, pursuant to Sec. 12-262(D).

(c) Parking areas, connected to but apart from a driveway street entrance or exit as defined in Section 12-263(B), and pursuant to Section 12-123.

(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.

...
Section 7. Article XIII entitled "Additions, Exceptions, and Modifications" is amended by specifically amending Section 12-262 entitled "Yard and open space requirements" to read as follows:
Sec. 12-262. - Yard and open space requirements.

(A) *Accepted projections.* Every part of a required yard shall be open to the sky except for the ordinary projections of sills, belt courses, cornices and ornamental features; and these projections shall not exceed 6 inches. Chimneys and unenclosed balconies may have a projection not to exceed 4 feet into the front and side yards. Balconies may have roofs but shall not be screened or enclosed.

...
(D) Open ~~terraces, staircases and walkways.~~ An Open unenclosed ~~paved terrace, staircases and walkways~~ ~~patio or pool deck with less than a 6-inch curb~~ may extend into a side yard but not ~~closer than 7 1/2 feet to the north and south lot lines within the minimum eight (8) foot wide Side Yard Landscaped Buffer, and only under the following conditions:~~

- (1) No walkway, staircase or stairway, shall be wider than forty-two (42) inches in the RS-2 zoning district;
- (2) Landings for stairwells and connections for walkways or stairways leading to the adjacent building or other structure shall have maximum dimensions of forty-two (42) inches by forty-two (42) inches;
- (3) Staircases and walkways connecting to front yard or rear yard facing entryways shall not extend into the minimum required side yard;
- (4) This section shall not be interpreted to include or permit canopies over any part of the structures mentioned herein which extend into the minimum required side yard.

...

Section 8. Section 12-263 entitled "Use regulations" is amended to read as follows:
Sec. 12-263. - Use regulations.

(A) *Fences and walls.*

...

(4) ~~*Tennis-court Athletic play area fences.*~~ On any portion of land on which **any tennis athletic play area or** court exists or is hereafter constructed, a chain link fence with wind screen may be erected and exist in connection with the **tennis athletic play area or** court. No such fence shall exceed 10 feet in height above the ground, shall ~~be any closer to any side lot line than 15 feet~~ **extend into the minimum required side yard in the RS-2 zoning district, and** shall be no closer to the easterly right-of-way line of the intracoastal waterway than 15 feet or closer to the centerline of State Road A1A than 45 feet, all such distances measured perpendicularly to the lot line or right-of-way line, respectively. In all cases in which ~~tennis-court athletic play area~~ fences exist or are erected, the ~~court area~~ must be screened on all sides visible from adjacent properties and rights-of-way as follows:

- (a) ~~Each such side shall contain a continuous hedge made up of plants having a minimum height at the time of installation of 3 4 feet and spaced no further apart than 3 4 feet on center; and Trees and/or large shrubs or hedges no less than fourteen (14) to sixteen (16) feet in height at time of planting. Palm trees shall be a minimum of eighteen (18) feet in height at the time of planting.~~
- (b) ~~Each such side shall contain trees having a minimum height of that of the highest fence on such side and spaced no further apart than 30 feet on center. The trees shall be located no further than 20 feet from the fence on each side. Existing trees shall be considered in meeting this requirement. Hedges and/or other natural products no less than four (4) feet in height at the time of planting.~~
- (c) Trees, including palm trees, and/or shrubs or hedges of an intermediate height between four (4) feet and fourteen (14) feet.

(B) *Driveway location.* No driveway entrance or exit shall be **within the minimum eight (8) foot wide Side Yard Landscaped Buffer, or** within 8 feet of the intersection of a side lot line and State Highway A1A, or street giving access to the lot, and this minimum requirement shall continue for a distance of not less than 45 feet from the center line of the state highway or street. **All call boxes and/or gate-opening devices associated with driveway entrance gates on the street entrance side of such gate shall be located with sufficient distance to permit two vehicles to queue on the driveway.**

...

Section 9. If any section, subsection, sentence, clause or provision of this Ordinance is held invalid, the remainder of this Ordinance shall not be affected by such invalidity.

Section 10. That all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with this Ordinance are repealed to the extent of such conflict.

Final 11/29/2022

Section 11. It is the intention of the Town Commission of the Town of Hillsboro Beach, that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of Town of Hillsboro Beach, Florida, and the Sections of this ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article," or such other word or phrase in order to accomplish such intention.

Section 12. This Ordinance shall be effective after its passage and adoption by the Town Commission of the Town of Hillsboro Beach.

PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, ON FIRST READING, THIS ____ DAY OF _____, 2022.

PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, ON SECOND AND FINAL READING, THIS ____ DAY OF _____, 2022.

By: _____
Deborah L. Tarrant, Mayor

ATTEST:

By: _____
Sherry D. Henderson, CMC
Town Clerk

APPROVED AS TO FORM:

Donald J. Doody, Town Attorney

Order ID: 7322980

* Agency Commission not included

GROSS PRICE * : **\$173.55**

PACKAGE NAME: SSC Other Legal Notices

Order ID: 7322980

* Agency Commission not included

GROSS PRICE * : \$173.55

PACKAGE NAME: SSC Other Legal Notices

Product(s): Sun Sentinel, Affidavit, Floridapublicnotices.com, Classified.ss.com_Legal

AdSize(s): 1 Column

Run Date(s): Friday, November 25, 2022

Zone: Full Run

Color Spec. B/W

Preview

**TOWN OF HILLSBORO BEACH, FLORIDA
PUBLIC HEARING
TUESDAY, DECEMBER 6, 2022, AT
9:00 AM
SINGLE-FAMILY RESIDENTIAL DISTRICT
SITE PLAN REQUIREMENTS**

NOTICE IS HEREBY GIVEN that prior to the Town of Hillsboro Beach Commission's consideration of the Second Reading of Ordinance 2022-11, a PUBLIC HEARING will be held on Tuesday, December 6, 2022, at 9:00 a.m. in the Town Hall, located at 1210 Hillsboro Mile, Hillsboro Beach, FL 33062. The Public can attend in person or provide comments via Live Zoom Video Conference.

ORDINANCE NO. 2022-11

Single-Family Residential District Site Plan Requirements

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 12 ENTITLED "LAND DEVELOPMENT CODE" BY SPECIFICALLY AMENDING DIVISION 4 ENTITLED "SITE PLAN PROCEDURES AND REQUIREMENTS" BY SPECIFICALLY AMENDING SECTION 12-48 ENTITLED "APPLICATION FOR FINAL SITE PLAN APPROVAL", TO PROVIDE FOR LOCATION OF GENERATORS; AMENDING DIVISION 5 ENTITLED "ZONING" BY SPECIFICALLY AMENDING ARTICLE III ENTITLED "DEFINITIONS" BY AMENDING SECTION 12-90 TO PROVIDE FOR A DEFINITION OF SIDE YARD BUFFER; PROVIDING FOR AN AMENDMENT TO ARTICLE V ENTITLED "RS-2 SINGLE FAMILY RESIDENTIAL DISTRICT REGULATIONS" BY SPECIFICALLY AMENDING SECTION 12-123 ENTITLED "PARKING REGULATIONS", SPECIFICALLY AMENDING SECTION 12-124 ENTITLED "YARD REGULATIONS"; PROVIDING FOR AN AMENDMENT TO ARTICLE XIII EN-

Order ID: 7322980

* Agency Commission not included

GROSS PRICE * : \$173.55

PACKAGE NAME: SSC Other Legal Notices

STATEMENT OF WORKS FOR THE
TITLED "ADDITIONS EXCEPTIONS AND
MODIFICATIONS" BY AMENDING SECTION
12-262; PROVIDING FOR SIDE YARD LAND-
SCAPED BUFFER LIMITATIONS; AMENDING
SECTION 12-263 ENTITLED "USE REGULA-
TIONS"; PROVIDING FOR SEVERABILITY;
PROVIDING FOR CONFLICTS; PROVIDING
FOR CODIFICATION; AND PROVIDING FOR
AN EFFECTIVE DATE.

All interested parties may appear at said
meeting in-person or attend virtually via
Zoom Video, and be heard with respect
to the proposed Ordinance, which may
be inspected by the public in the Office of
The Town Clerk, Town Hall, 1210 Hillsboro
Mile, Hillsboro Beach, FL 33062 JOIN LIVE
ZOOM MEETING Tuesday, Dec 6, 2022, at
9:00 AM (Eastern) Log-in details available
on website.

Sherry D. Henderson, CMC Town Clerk
TOWN OF HILLSBORO BEACH, FLORIDA
11/25/2022 7322980



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: Ordinance No. 2022-12 Amendment to the Town's Code of Ordinance Providing Provisions for Multi-Family Residential District Site Plan Requirements (FIRST READING) Tabled from 11/1/2022

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER 12 ENTITLED "LAND DEVELOPMENT CODE", BY SPECIFICALLY AMENDING ARTICLE III ENTITLED "DEFINITIONS" TO ADD A DEFINITION FOR BUILDING SEPARATION; AMENDING ARTICLE VI ENTITLED "RM-16 MULTIPLE FAMILY DWELLING RESIDENTIAL DISTRICT REGULATIONS (WITH 3-STORY MAXIMUM LIMIT)" TO PROVIDE FOR SETBACK REQUIREMENTS AND FOR MAXIMUM BUILDING LENGTH; PROVIDING FOR THE PROHIBITION OF STRUCTURES IN THE REQUIRED SIDE YARD SETBACK; PROVIDING FOR A LANDSCAPE BUFFER FOR MULTI-FAMILY RESIDENTIAL DWELLINGS; AMENDING ARTICLE VII ENTITLED "RM-30 MULTIPLE-FAMILY DWELLING RESIDENTIAL DISTRICT (WITH 7-STORY MAXIMUM LIMIT)" TO PROVIDE FOR SETBACK REQUIREMENTS AND BUILDING FRONTAGE; PROVIDING FOR A LANDSCAPE BUFFER FOR MULTI-FAMILY DWELLINGS; PROVIDING FOR A PROPERTY RIGHTS PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

Submitting Dept: Town Clerk, Sherry Henderson, Town Clerk

Agenda Date: December 6, 2022

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. 12 - Multi Family Residential Site Plan Requirements (1st Reading)

ORDINANCE NO. 2022-12

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER 12 ENTITLED "LAND DEVELOPMENT CODE", BY SPECIFICALLY AMENDING ARTICLE III ENTITLED "DEFINITIONS" TO ADD A DEFINITION FOR BUILDING SEPARATION; AMENDING ARTICLE VI ENTITLED "RM-16 MULTIPLE FAMILY DWELLING RESIDENTIAL DISTRICT REGULATIONS (WITH 3-STORY MAXIMUM LIMIT)" TO PROVIDE FOR SETBACK REQUIREMENTS AND FOR MAXIMUM BUILDING LENGTH; PROVIDING FOR THE PROHIBITION OF STRUCTURES IN THE REQUIRED SIDE YARD SETBACK; PROVIDING FOR A LANDSCAPE BUFFER FOR MULTI-FAMILY RESIDENTIAL DWELLINGS; AMENDING ARTICLE VII ENTITLED "RM-30 MULTIPLE-FAMILY DWELLING RESIDENTIAL DISTRICT (WITH 7-STORY MAXIMUM LIMIT)" TO PROVIDE FOR SETBACK REQUIREMENTS AND BUILDING FRONTAGE; PROVIDING FOR A LANDSCAPE BUFFER FOR MULTI-FAMILY DWELLINGS; PROVIDING FOR A PROPERTY RIGHTS PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

The proposed Code amendment language to be added regarding side yards is shown below in blue font and is recommended as follows:

Division 5. entitled "Zoning" specifically Article III entitled "Definitions" is amended to create a definition for Side Yard Landscaped Buffer which shall read as follows:

...

ARTICLE III. – DEFINITIONS

Section 12-90. - Delineation

...

Building Separation. The distance between two or more buildings on the same plot of land.

...

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

...

Sec. 12-141. - Use regulations.

...

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

...

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

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

(a) Freestanding shade structures within the pool deck (cabanas, gazebos, tiki huts, trellises and pergolas) ~~shall provide a ten (10) foot setback.~~ **be permitted within the minimum required side yard, but not**

within the minimum eight (8) foot wide Side Yard Landscaped Buffer. Freestanding shade structures shall be open all sides, no greater than twelve (12) feet in height as measured from the ground to the top of the structure and shall be limited in size to a maximum of two hundred (200) gross square feet in area. No more than two (2) freestanding shade structures shall be permitted and none shall be permitted within the minimum required side yard.

(b) Carports ~~may extend into a required front or side yard subject to the following requirements:~~ shall have minimum front ~~or side yard setback of fifteen (15) feet from the property line, shall not be located within the minimum required side yard,~~ and a maximum height of ten (10) feet, and shall be open on all sides, except for when attached to the principal building.

(c) ~~Gym,~~ hot tub and spa structures shall be permitted within the minimum required side yard, but not within the minimum eight (8) foot wide Side Yard Landscaped Buffer and shall provide a ten (10) foot ~~side or~~ rear yard setback.

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

(e) Gyms and other habitable structures are not allowed in the minimum required side yard.

(f) Athletic play areas are not allowed in the minimum required side yard.

...

(2) *Recreational uses.* Recreational uses or requirements to multiple-family residential dwellings, including, but not limited to, swimming pools, tennis courts, golf courses, putting greens and shuffle boards may be placed outside the main building in accordance with restrictions elsewhere defined including the requirements of 12-263(A)(4) and not within the minimum eight (8) foot wide Side Yard Landscaped Buffer.

...

Sec. 12-143. - Parking regulations.

...

(B) Open Parking.

...

(3) Parking areas must be shielded from State Highway A1A by appropriate landscaping of a minimum height of six (6) feet at the time of planting. The area between State Highway A1A and the parking space shall be appropriately landscaped with grass, trees or shrubbery. A minimum of 10 feet in width, immediately adjacent to the paved edge of State Highway A1A shall be in grass consist of ground cover landscaping which naturally grows and/or can be maintained at a height no less than eighteen (18) inches and no greater than thirty (30) inches, and this 10-foot area shall be green and contain no obstructions. Exceptions to the 10-foot requirement:

(a) In any area of the Town of Hillsboro Beach in which there is not more than 15 feet distance between the westerly paved edge of State Highway A1A and the mean

high water line along the easterly shore of the Intracoastal Waterway the requirement that "a minimum of 10 feet in width, immediately adjacent to the paved edge of State Highway A1A shall be in grass consist of ground cover landscaping which naturally grows and/or can be maintained at a height no less than eighteen (18) inches and no greater than thirty (30) inches" shall not apply. No parking, other than for emergency purposes, shall be permitted in any of the areas to which this exception applies;

...

Sec. 12-144. - Yard regulations.

...

(B) Side yard & Building Separation.

(1) Dimension. There shall be a minimum required side yard on each side of the building having a width of not less than 15 feet measured from the roof overhang, or 6 inches per foot of building height, whichever is greater. For parcels with a lot width greater than 200 feet, the minimum required side yard shall have a width of not less than 15 feet measured from the roof overhang, 6 inches per foot of building height, or 10% of the parcel width, whichever is greater.

(2) ~~Other.~~ Building Separation. If 2 or more buildings are constructed on the same plot of ground land, ~~there shall be provided a side yard of~~ the building separation shall be 25 35 feet measured between the roof overhang of each building or 6 inches per foot of building height, whichever is greater.

(3) Landscaping. Each minimum required side yard shall include a minimum eight (8) foot wide Side Yard Landscaped Buffer which shall consist solely of landscaping as defined in Sec. 12-90, including:

(a) Trees and/or large shrubbery no less than fourteen (14) to sixteen (16) feet in height at time of planting. Palm trees shall be a minimum of eighteen (18) feet in height at the time of planting.

(b) Hedges and/or other natural products no less than four (4) feet in height at the time of planting.

(c) Exception: internal side yards as required under (B)(2) above.

(d) Fences and walls as set forth in 12-263.

(4) Encroachments into Minimum Required Side Yards. Unless otherwise provided in the Code of Ordinances, only the following structures are allowed in the minimum required side yard, but not within the minimum eight (8) foot wide Side Yard Landscaped Buffer.

(a) Air conditioning equipment, pool equipment and pool heaters provided that:

(i) None shall be separated from the primary structure a greater distance than is necessary for installation, operation and maintenance thereof as determined by manufacturers' specifications;

(ii) Landscaping shall screen all such accessory equipment from horizontal view from all points off the lot on which situated.

(iii) Equipment that emits noise, odors or fumes shall be fully shielded and screened in such a way to minimize such noise, odor or fumes as required by the building official prior to the issuance of a permit.

(b) Open unenclosed staircases and walkways, pursuant to Sec. 12-262(D).

(c) Generators shall not be permitted in the minimum required side yard, and their location or future proposed location shall be provided on a site plan.

Sec. 12-145. Area, building frontage and density regulations.

(A) Plot size, single-family residential dwelling. Every plot for a single-family dwelling shall be not less than 100 feet in width and 12,000 square feet in area.

(B) Plot size and building frontage, multiple-family residential dwelling. Every plot for a multiple-family residential dwelling shall not be less than 100 feet in width, not less than 100 feet in depth, and contain not less than 25,000 square feet in area. Building frontage along Hillsboro Mile (A1A) shall be a maximum of 200 linear feet. Any additional buildings onsite shall have a minimum building separation set forth in 12-144(B).

ARTICLE VII. - RM-30 MULTIPLE-FAMILY DWELLING RESIDENTIAL DISTRICT (WITH 7-STORY MAXIMUM LIMIT)

Sec. 12-161. - Use regulations.

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

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

(1) Accessory structures within the RM-30 Multiple-Family Dwelling Residential District shall be limited to free standing shade structures within the pool deck (cabanas, gazebos, tiki huts, trellises, pergolas), decks, patios, carports, sauna units, gym and spa buildings and recreational equipment ~~racks~~.

(a) Freestanding shade structures within the pool deck (cabanas, gazebos, tiki huts, trellises and pergolas) shall ~~provide a ten (10) foot setback.~~ be permitted within the minimum required side yard, but not within the minimum eight (8) foot wide Side Yard Landscaped Buffer. Freestanding shade structures shall be open all sides, no greater than twelve (12) feet in height as measured from the ground to the top of the structure and shall be limited in size to a maximum of two hundred (200) gross square feet in area. No more than two (2) freestanding shade structures shall be permitted, and shall not be permitted within the minimum required side yard.

(b) Carports ~~may extend into a required front or side yard subject to the following requirements:~~ shall have minimum front ~~or side~~ yard setback of fifteen (15) feet from the property line, shall not be located within the minimum required side yard, and a maximum height of ten (10) feet, and shall be open on all sides, except for when attached to the principal building.

(c) ~~Gym,~~ hot tub and spa structures shall be permitted within the minimum required side yard, but not within the minimum eight (8) foot wide Side Yard Landscaped Buffer, and shall provide a ten (10) foot ~~side or~~ rear yard setback.

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

(e) Gyms and other habitable structures are not allowed in the minimum required side yard.

(f) Athletic play areas are not allowed in the minimum required side yard.

(2) *Recreational uses.* Recreational uses or requirements to multiple-family residential dwellings, including, but not limited to, swimming pools, tennis courts, golf courses, putting greens and shuffle boards may be placed outside the main building in accordance with restrictions elsewhere defined including the requirements of 12-263(A)(4) and not within the minimum eight (8) foot wide Side Yard Landscaped Buffer.

...

Sec. 12-163. - Parking regulations.

...

(B) Open Parking.

...

(2) Parking areas must be shielded from State Highway A1A by appropriate landscaping of a minimum height of six (6) feet at the time of planting. The area between State Highway A1A and the parking space shall be appropriately landscaped with grass, trees or shrubbery. A minimum of 10 feet in width, immediately adjacent to the paved edge of State Highway A1A shall ~~be in grass~~ consist of ground cover landscaping which naturally grows and/or can be maintained at a height no less than eighteen (18) inches and no greater than thirty (30) inches, and this 10-foot area shall be green and contain no obstructions. Exceptions to the 10-foot requirement:

(a) In any area of the Town of Hillsboro Beach in which there is not more than 15 feet distance between the westerly paved edge of State Highway A1A and the mean high water line along the easterly shore of the Intracoastal Waterway the requirement that "a minimum of 10 feet in width, immediately adjacent to the paved edge of State Highway A1A shall ~~be in grass~~ consist of ground cover landscaping which naturally grows and/or can be maintained at a height no less than eighteen (18) inches and no greater than thirty (30) inches" shall not apply. No parking, other than for emergency purposes, shall be permitted in any of the areas to which this exception applies;

...

Sec. 12-164. - Yard regulations.

...

(B) Side yard & Building Separation.

(1) Dimension. There shall be a minimum required side yard on each side of the building having a width of not less than 15 feet measured from the roof overhang, or 6 inches per foot of building height, whichever is greater. For parcels with a lot width greater than 200 feet, the minimum required side yard shall have a width of not less than 15 feet measured from the roof overhang, 6 inches per foot of building height, or 10% of the parcel width, whichever is greater.

(2) ~~Other.~~ Building Separation. If 2 or more buildings are constructed on the same plot of ground, ~~there shall be provided a side yard of~~ the building separation shall be 25 35 feet measured between the roof overhang of each building or 6 inches per foot of building height, whichever is greater.

(3) Landscaping. Each minimum required side yard shall include a minimum eight (8) foot wide Side Yard Landscaped Buffer which shall consist solely of landscaping as defined in Sec. 12-90, including:

(a) Trees and/or large shrubbery no less than fourteen (14) to sixteen (16) feet in height at time of planting. Palm trees shall be a minimum of eighteen (18) feet in height at the time of planting.

(b) Hedges and/or other natural products no less than four (4) feet in height at the time of planting.

(c) Exception: internal side yards as required under (B)(2) above.

(d) Fences and walls as set forth in 12-263.

(4) Encroachments into Minimum Required Side yards. Unless otherwise provided in the Code of Ordinances, only the following structures are allowed in the minimum required side yard, but not within the minimum eight (8) foot wide Side Yard Landscaped Buffer.

(a) Air conditioning equipment, pool equipment and pool heaters provided that:

(i) None shall be separated from the primary structure a greater distance than is necessary for installation, operation and maintenance thereof as determined by manufacturers' specifications;

(ii) Landscaping shall screen all such accessory equipment from horizontal view from all points off the lot on which situated.

(iii) Equipment that emits noise, odors or fumes shall be fully shielded and screened in such a way to minimize such noise, odor or fumes as required by the building official prior to the issuance of a permit.

(b) Open unenclosed staircases and walkways, pursuant to Sec. 12-262(D).

(c) Generators shall not be permitted in the minimum required side yard, and their location or future proposed location shall be provided on a site plan.

...

Sec. 12-165. Area, building frontage and density regulations.

(A) Plot size, single-family residential dwelling. Every plot for a single-family dwelling shall be not less than 100 feet in width and 12,000 square feet in area.

(B) Plot size and building frontage, multiple-family residential dwelling. Every plot for a multiple-family residential dwelling shall not be less than 100 feet in width, ~~not less than 100 feet in depth~~, and contain not less than 25,000 square feet in area. Building frontage along Hillsboro Mile (A1A) shall be a maximum of 200 linear feet. Any additional buildings onsite shall have a minimum building separation set forth in 12-164(B).

...

Sec. 12-269. Property rights provision.

(A) With respect to properties zoned multi-family residential as of the date of this ordinance, platted lots of record as of the date of this regulation with a north/south

width in excess of 400 feet which are proposed for development and meet the dimensional and density criteria set forth below, may have a permitted maximum height of 25% of the north/south width of such platted lot, not to exceed 10 stories or 150 feet.

(B) Dimensional & density criteria.

(1) A minimum side yard of 100 feet for structures or portions of structures more than 15 feet above grade;

(2) a minimum side yard of 35 feet for structures or portions of structures equal to or less than 15 feet above grade;

(3) a minimum front setback of 100 feet from the centerline of State Road A1A for structures more than 15 feet above grade;

(4) a minimum front setback of 45 feet from the centerline of State Road A1A for structures equal to or less than 15 feet above grade;

(5) the total number of residential units is a minimum of 45% less than the maximum number of units permitted by the underlying land use and zoning of the subject property; and

(6) include a conservation area equal to at least 20% of the acreage of the land within the entire applicable plat.

(C) Property rights provision administrative process and procedure.

(1) The process and procedure set forth within this section applies only to properties that previously received an affirmative super-majority vote for site plan approval by the Town Commission prior to the change in law created by the Property Rights Provision of Section 12-269.

(2) Where a proposed site plan is in substantial compliance with a site plan that previously received an affirmative super-majority vote by the Town Commission prior to the adoption of the Property Rights Provision of Section 12-269, no further public hearing site plan review or public hearing approval shall be required provided that the site plan applicant:

(a) submits a Development Application for site plan review;

(b) pays the filing fee for site plan review;

(c) requests a compliance determination from the Town Planner that the proposed site plan:

(i) is in substantial compliance with the site plan that previously received the Town Commission's affirmative super-majority vote;

(ii) complies with the dimensional and density criteria set forth within this section; and

(iii) has only minor deviations from the plan that received the Town Commission's affirmative super-majority vote; and

(d) receives a compliance determination approval from the Town Planner confirming that the site plan satisfies sub-sections C(2)(c)(i)-(iii) above.

(3) For purposes of this section, a "minor deviation" shall be a deviation that does not substantially modify the overall site plan and does not modify any significant attributes of the site plan including, but not limited to, density, height, architectural features, setbacks, front, side and rear yards, parking garage,

parking areas, property access, relocation of amenities, conservation area, or other such changes, as determined by the Town Planner.

(4) Within 5 days of rendering a compliance determination approval, the Town Planner shall forward it to the Town Manager and within 5 days of receipt, the Town Manager will post such compliance determination approval in Town Hall and on the Town website, as well as publish notice of such determination in a newspaper of general circulation. Any prior condition of approval voluntarily proffered by the applicant and accepted by the Town Commission at a public hearing shall be made a part of any such administrative site plan approval under this section.

...

Secs. 12-~~269~~270—12-279. - Reserved.



1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

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

Agenda Item Cover Memo

Agenda Item: 2023 Commission Meeting Schedule
Submitting Dept: Office of the Town Clerk
Agenda Date: December 6, 2022

1. BACKGROUND/HISTORY

Issue Statement: Staff is proposing adoption of the 2023 Commission Meeting Schedule.

Pursuant to Section 4 of the Town Charter, the Commission of The Town of Hillsboro Beach shall hold no less than one (1) meeting per month with the ability to allow for a one (1) month vacation. Special Meetings can be called by the Town Clerk upon written or electronic email communication request of the Mayor or any three (3) Commissioners. Such request shall state the subject or subjects to be considered at each such meeting and no other subject shall be considered. All regular and special meetings of the Commission shall be open to the public. Three (3) members of the Commission shall constitute a quorum for all purposes.

2. CURRENT ACTIVITY

Town Commission adopts the 2023 Commission Meeting Schedule and shall exercise their powers in the manner prescribed by the Town Charter, the Constitution and applicable laws of the State of Florida, or if not prescribed, then in such manner as prescribed by the duly established ordinances of the Town of Hillsboro Beach, Florida.

3. FINANCIAL IMPACT

None

4. RECOMMENDATION

Adoption of the 2023 Hillsboro Beach Commission Meeting Dates, with consideration to provide dates for the January 2023, July 2023 and Sept 2023 meetings.

- New Year Day Observance Mon, Jan. 2, 2023
Proposed Meeting Date Tue, Jan 10, 2023
- Independence Day Observance Tue, July 4, 2023
Proposed Meeting Date Tue, July 11, 2023
- Labor Day Observance Mon, Sept 4, 2023
Proposed Meeting Date Tue, Sept 12, 2023

Attachments: Proposed 2023 Hillsboro Beach Commission Meeting Dates (Exhibit A)

RESOLUTION NO. 2022-56

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN
OF HILLSBORO BEACH, FLORIDA, APPROVING THE 2023
TOWN COMMISSION MEETING SCHEDULE; PROVIDING FOR
SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Town Commission deems it to be in the best interests of the
Town to approve the 2023 Town Commission Meeting Schedule;

**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 the 2023 Town Commission Meeting Schedule; a copy of the Meeting
Schedule 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 _____ 2022.
3
4
5

6 TOWN OF HILLSBORO BEACH, FLORIDA
7
8
9

10 _____
11 Deborah L. Tarrant, Mayor
12

13 ATTEST:
14

15 _____
16 Sherry D. Henderson, CMC
Town Clerk

RECORD OF TOWN COMMISSION VOTE:

	<u>YES</u>	<u>NO</u>
MAYOR DEBORAH L. TARRANT	☐	☐
VICE MAYOR IRENE KIRDAHY	☐	☐
COMMISSIONER VICKY FEAMAN	☐	☐
COMMISSIONER BARBARA BALDASARRE	☐	☐
COMMISSIONER JANE REISER	☐	☐



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile • Hillsboro Beach, FL 33062

Phone 954-427-4011 • TownofHillsboroBeach.com

2023 TOWN COMMISSION MEETING SCHEDULE

Date/Time	Meeting Type
Tue, January 10, 2023 9:00 am	Regular Meeting
Tue, February 7, 2023 9:00 am	Regular Meeting
Tue, March 7, 2023 9:00 am	Regular Meeting
Tue, March 14, 2023 9:00 am	Municipal Election
Tue, March 21, 2023 9:30 am	Reorganization Meeting
Tue, April 4, 2023 9:00 am	Regular Meeting
Tue, May 2, 2023 9:00 am	Regular Meeting
Tue, June 6, 2023 9:00 am	Regular Meeting
Tue, July 11, 2023 9:00 am	Regular Meeting
Town Commission is on Recess for the Month of August	
Tue, September 12, 2023 9:00 am	Regular Meeting
TBD	First Budget Hearing
TBD	Second Budget Hearing
Tue, October 3, 2023 9:00 am	Regular Meeting
Tue, November 7, 2023 9:00 am	Regular Meeting
Tue, December 5, 2023 9:00 am	Regular Meeting

HOLIDAYS

Holidays	Observed On
New Year's Day	Monday, January 2, 2023
Martin Luther King Jr. Day	Monday, January 16, 2023
President's Day	Monday, February 20, 2023
Good Friday	Friday, April 7, 2023
Memorial Day	Monday, May 29, 2023
Independence Day	Tuesday, July 4, 2023
Labor Day	Monday, September 4, 2023
Veteran's Day	Friday, November 10, 2023
Thanksgiving Day	Thursday, November 23, 2023
Day After Thanksgiving	Friday, November 24, 2023
Christmas Day	Monday, December 25, 2023

Pursuant to Section 4 of the Town Charter, the Commission of The Town of Hillsboro Beach shall hold no less than one (1) meeting per month with the ability to allow for a one (1) month vacation. Special Meetings can be called by the Town Clerk upon written or electronic email communication request of the Mayor or any three (3) Commissioners. All regular and special meetings of the Commission shall be open to the public. Three (3) members of the Commission shall constitute a quorum for all purposes.

Per ordinance No. 2020-04 "Limitation on Hours of Construction" adopted 7-6-2020, No construction activity shall take place in the Town on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day.

Adoption of the 2023 Town Commission Meeting Dates
Resolution No. 2022-xx Adopted: _____ 2022



1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

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

Agenda Item Cover Memo

Agenda Item: Ratification of Broward County PBA Collective Bargaining Agreement

Submitting Dept: Town Manager

Agenda Date: December 6, 2022

1. BACKGROUND / HISTORY

The Broward County Police Benevolent Association (PBA) represents the Town's Police Officers and Police Dispatchers with their collective bargaining agreement (CBA). The current CBA expired on September 30, 2022 and the Town and PBA have been in negotiations for the past few months to address the outstanding issues in the agreement.

2. CURRENT ACTIVITY

The inflationary pressures over the past 12 months as well as the salary increase from nearby jurisdictions were issues that could have derailed these discussions. However, with your guidance and leadership, and the PBA's recognition of the Town's limited resources, both parties engaged in beneficial and productive discussions over the past few months and have reached a tentative agreement for your consideration. According to the President of the Broward County PBA, the members of the Hillsboro Beach Police Department overwhelming supported and elected to ratify the agreement.

The attached agreement provides for the Officers and Dispatchers to receive remuneration commensurate with the current marketplace, yet also within the budgetary constraints of our small Town. It recognizes the great work and service-levels provided by the entire team in the Police Department, the same recognition that the State Accreditation agency has validated for the past 10 years.

Key Highlights to the Agreement over three years:

- COLA: 5%, 5%, 5%
- Longevity Pay for senior officers and dispatchers
- Detective and Dispatcher salary differential of \$1,500
- Car allowance: \$200/\$250/\$300 for Police Officers

When both sides are willing to look at an agreement from each other's perspective, an agreement such as this can be achieved. This agreement is the summation of both sides working together, appreciating the caring service offered by the employees, as well as the limited resources of the Town.

3. FINANCIAL IMPACT

The COLA was built-into the Town's FY 2023 budget as part of the salary projections. The other benefits highlighted above, at a cost of about \$50,000, were similarly projected in the FY 2023 budget, and are funded through the Town's contingency account.

4. RECOMMENDATION

Commission ratification of the Collective Bargaining Agreement (CBA) is requested.

State of Florida
Broward County
Town of Hillsboro Beach

RESOLUTION NO. 2022-57

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN OF HILLSBORO BEACH AND BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION; A COPY OF THE COLLECTIVE BARGAINING AGREEMENT IS ATTACHED AS COMPOSITE AS EXHIBIT "A"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the Town to ratify the Collective Bargaining Agreement between the Town of Hillsboro Beach and the Broward Police Benevolent Association;

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 ratifies the Collective Bargaining Agreement between the Town of Hillsboro Beach and Broward Police Benevolent Association; a copy of the Agreement is attached as composite Exhibit "A."

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

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

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

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

ADOPTED by the Town Commission of the Town of Hillsboro Beach, Florida this ____ day of _____ 2022.

TOWN OF HILLSBORO BEACH, FLORIDA

Deborah L. Tarrant, Mayor

ATTEST:

Sherry D. Henderson, CMC
Town Clerk

RECORD OF TOWN COMMISSION VOTE:

	<u>YES</u>	<u>NO</u>
MAYOR DEBORAH L. TARRANT	☐	☐
VICE MAYOR IRENE KIRDAHY	☐	☐
COMMISSIONER VICKY FEAMAN	☐	☐
COMMISSIONER BARBARA BALDASARRE	☐	☐
COMMISSIONER JANE REISER	☐	☐

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWN OF HILLSBORO BEACH, FLORIDA

AND

BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION

2022-2025

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ARTICLE 1 PREAMBLE

1.1 In accordance with the State of Florida Public Employees Collective Bargaining Statute and the laws of the Town of Hillsboro Beach, this Agreement is entered into by and between the Town of Hillsboro Beach, Florida, a municipal corporation in the State of Florida, hereinafter called the "Employer" or "Town" and the Broward County Police Benevolent Association, hereinafter referred to as the "PBA" or "Association". This labor agreement is applicable for employees as defined in Certificate Number 1605 issued to the PBA in accordance with the Certificate granted by the Public Employees Relations Commission on July 7, 2006.

1.2 The purpose of this Agreement is to promote and maintain harmonious and cooperative relationships between the employer and employees, both individually and collectively, to provide an orderly and peaceful means for resolving differences which arise concerning the interpretation or application of this Agreement, and to set forth herein the basis and entire agreement between the parties in the determination of wages, hours and terms and conditions of employment.

1.3 The parties recognized that the basic interest of the community will be served by assuring the public, at all times, of orderly and uninterrupted operations and functions of the municipal government,

ARTICLE 2 RECOGNITION

2.1 The Town of Hillsboro Beach hereby recognizes the Broward County Police Benevolent Association as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees in the bargaining unit.

2.2 The bargaining unit for which this recognition is accorded is as defined in Certificate Number 1605 granted by the Public Employees Relations Commission (PERC) on July 7, 2006. The bargaining unit was defined in PERC Order No. 06E-100 issued May 9, 2006 and is comprised of all full-time and probationary personnel in the classifications of:

Police Officer

Police Sergeant

Police Officer-Dispatcher

Dispatcher

2.3 The Town will treat the position of Communication Supervisor as a position subject to the terms of this Agreement. The Union will initiate a Petition for Unit Clarification within 180 days of ratification of this Agreement to include that position in its bargaining unit. The Town will thereafter file a notice of its concurrence.

2.4 The following terms have the following meaning:

All reference to **Town** means the Town of Hillsboro Beach.

Reference to **day** means calendar day when it is used to measure the time in which an act must occur. Day, as used in reference to the accrual or use of a benefit (such as sick leave, holiday leave or vacation leave) means: one shift, as assigned.

All reference to **member(s)** means dues paying bargaining unit member(s).

All reference to employee(s) means bargaining unit member(s) regardless of dues paying status.

All reference to **“contract term” or “term of agreement”** means the duration as stated in Article 36.

All reference to **“he” or “she”** are intended to be gender neutral.

All references to **“Union”** mean the PBA.

ARTICLE 3 NON DISCRIMINATION

3.1 The Town will not discriminate against any employee covered by this Agreement because of membership or non-membership in the PBA.

3.2 The PBA will not discriminate against employees covered by this agreement as to membership, non-membership, or representation with regard to terms and conditions of membership because of race, color, creed, sex, age, sexual orientation or national origin.

3.3 It is the responsibility of every bargaining unit employee to notify in writing the Chief of Police if the bargaining unit employee becomes aware of discrimination of any type.

3.4 Allegations of employment discrimination cannot be processed through the contractual grievance/arbitration procedure.

ARTICLE 4 MANAGEMENT RIGHTS

4.1 The PBA and its members recognize and agree that the Town has the sole and exclusive right to manage and direct any and all of its operations. Accordingly, unless otherwise provided in this contract, the Town specifically, but not by way of limitation, reserves the sole and exclusive right to:

- a. Exercise control to manage, direct and supervise all employees of the Town;
- b. Decide the scope of service to be performed and the method of service;
- c. Hire and/or otherwise determine the criteria and standards of selection for employment;
- d. Fire, demote, suspend, or otherwise discipline employees pursuant to Article 17 of this Agreement;
- e. Promote and/or otherwise establish the criteria and/or procedure for promotions within and without the bargaining unit; and, to determine the number and types of positions as well as the number and types of position in each grade, step or designation in any pay plan which is or may be developed by the Town;
- f. Transfer employees from location to location from time-to time;
- g. Lay off and/or relieve employees from duty due to lack of work as determined by the Town;
- h. Rehire employees;
- i. Determine the allocation and content of job classifications; and, determine all training parameters for all Town positions, including the extent and frequency of training;
- j. Formulate and/or amend job descriptions;
- k. Merge, consolidate, expand, curtail or discontinue operations, temporarily or permanently, in whole or in part, whenever in the sole discretion of the Town, good business judgment makes such curtailment or discontinuance advisable;
- l. Contract and/or subcontract any existing or future bargaining unit work;
- m. Expand, reduce, alter, combine, assign or cease any job;
- n. Determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement;
- o. Control the use of equipment and property of the Town;
- p. Determine the number, location and operation of all departments and divisions thereof;

- q. Schedule and assign the work to the employees and determine the size and composition of the work force;
- r. Set procedures and standards to evaluate Town employees job performances;
- s. Determine the services to be provided to the public and the maintenance procedures, materials, facilities and equipment to be used; and, to introduce new or improved services, maintenance procedures materials, facilities and equipment;
- t. Take whatever action may be necessary to carry out the mission and responsibility of the Town in unusual and/or emergency situations;
- u. Formulate, amend, revise and implement Town and departmental policies, rules, regulations and directives;
- v. Require employees to observe Town and departmental policies, rules, regulations and directives;
- w. Establish, amend, revise and implement any programs and/or procedures; and, to determine the structure and organization of Town Government, including the right to supervise, subcontract, expand, consolidate, or merge any department or service; and, to alter, combine eliminate or reduce the structure of any Town department;
- x. Maintain the efficiency of the operations of all departments of the Town and have complete authority to exercise those rights and powers which are incidental to the rights and powers enumerated above.

4.2 The above rights of the Town are not all inclusive but indicate the type of matters or rights which belong to and are inherent in the Town. Any of the rights, powers, and authority that the Town had prior to entering into this collective bargaining agreement are retained by the Town, except as specifically abridged, delegated, granted or modified by this Agreement, so long as the exercise of those rights does not impact the terms and conditions of employment.

4.3 If the Town fails to exercise any one or more of the above functions from time to time, this will not be deemed a waiver of the Town's right to exercise any or all of such functions.

ARTICLE 5- RESERVED

ARTICLE 6 DUES DEDUCTION

6.1 The PBA will provide the Town with a current schedule of PBA dues. Any member of the PBA, who has submitted a properly executed dues deduction card or statement to the Town in accordance with a format prescribed or approved by the Town may, by request in writing, have his membership dues in the PBA deducted from his wages monthly. Dues shall be transmitted to the PBA within thirty (30) days after each monthly deduction. The exact dollar amount to be deducted from each employee's salary shall be provided by the PBA to the Town. However, the Town shall have no responsibility or any liability for any monies once sent to the PBA nor shall the Town have any responsibility or any liability for improper deduction of dues. The PBA shall indemnify the Town and hold it harmless against any and all suits, claims, demands and liabilities which arise out of or by reason of any action taken or not taken by the Town to comply or attempt to comply with the provisions of this Article.

6.2 It shall be responsibility of the PBA to notify the Town of any change in the amount of dues to be deducted at least (30) days in advance of said change. Under no circumstances shall the Town be required to deduct PBA fines, penalties or assessments from wages of any member.

Employees may withdraw their authorization of dues deduction by submitting a written notice to the Town and the Union.

ARTICLE 7 P.B.A. BUSINESS

7.1 Union representatives will be granted paid leave to engage in representation activities on behalf of the Union or any member as follows:

- A. Engaging in collective bargaining with the representatives of the TOWN.
- B. Processing of grievances.
- C. Accompany a fellow employee when:
 - 1. The employee is required to appear at a hearing related to a grievance.
 - 2. The employee is presenting or responding to a grievance.
 - 3. The employee is subject to interrogation in conjunction with an internal affairs investigation.
 - 4. The employee is attending a pre-determination hearing.

7.2 The TOWN may suspend the use of such time off if it interferes with productivity or manpower needs. However, the exercise of such right on the TOWN'S part shall not be arbitrary or capricious, nor shall it allow the TOWN to proceed in a manner which deprives the employee of his or her right of representation.

7.3 A UNION representative shall be permitted leave to attend functions of the Union, provided that such leave shall be at no cost (including the incurring of overtime expenses) to the TOWN and representative uses accrued vacation leave.

7.4 No employee shall engage in Union business while on duty except as referenced in Section 7.1.

7.5 A PBA representative may be granted time off, so long as it does not interfere with manpower needs, and paid from a pool of time donated as follows: Each employee in the bargaining unit may donate, once annually during the first week of January of each year, a portion of his/her vacation leaves to Union time pool.

ARTICLE 8 WORK IN OTHER CLASSIFICATIONS

8.1 All work in a higher classification shall be at the employee's regular rate of pay, but the time worked in other classifications will be considered as a factor when an employee is considered for promotional advancement.

ARTICLE 9 PROBATION

9.1 All newly hired employees shall serve a probationary period of 365 days. An employee may be terminated without a statement of cause during his/her probationary period and the termination is not subject to grievance or appeal.

9.2 All promoted employees shall serve a probationary period of 365 days. An employee may be returned to the position from which he/she was promoted during his/her probationary period with a statement of cause and the return is not subject to grievance or appeal.

9.3 Any employee returned to a former position after a failed probationary period will maintain all seniority and benefits as if he/she was not promoted.

ARTICLE 10 BULLETIN BOARDS

10.1 The Town will furnish the PBA with bulletin board space in the Police Department for the exclusive use of the PBA. It shall be the responsibility of the PBA to keep any bulletin board in a neat and orderly fashion. Failure to do so may result in the Town removing the bulletin board.

10.2 The PBA shall utilize the bulletin board provided for in Section 10.1, above, only to post the following:

- A. Notices of union elections and union election results.
- B. Copies of the union's constitution and bylaws and amendments thereto.
- C. Notices of recreational and social affairs of the union.
- D. Copy of this Agreement.
- E. Notices of dues increases,
- F. Notices of death or illness of local union officials.

10.3 Under no circumstances shall the PBA or its representatives or members post any material of a political nature, material disparaging or demeaning the Town or any of its elected or appointed officials or employees.

10.4 PBA will hold the Town harmless from all claims or action arising from harassment, discrimination or defamation claims arising from materials posted on the PBA bulletin board.

ARTICLE 11 SENIORITY

11.1 Seniority shall consist of continuous accumulated paid service with the Town of Hillsboro Beach Police Department. Seniority shall be utilized for the following purposes of selection of vacations for each calendar year.

11.2 Vacation selection shall be drawn by employees on a basis of seniority preference; provided, however, that the Town shall retain the right to disregard seniority preference in the event that it becomes necessary to do so in order to provide adequate coverage in certain specialized areas during any given vacation period.

11.3 Nothing contained herein shall be interpreted as restricting the Town's right to cancel all vacations during any given period in the event of disaster or emergency.

11.4 The following seniority rights apply in the event of layoff and recall:

In the event of reduction of the workforce, the Chief of Police, with approval of the Town Manager, will establish a layoff list which takes into consideration which officers should be retained taking into account each officer's seniority, experience, performance, and disciplinary record. The objective of the retention list is to maintain the best level of law enforcement services notwithstanding the reduction in the work force.

On request by an employee who is on the layoff list but who has greater seniority than another employee who is being retained, the Police Chief shall provide a written explanation to the employee with greater seniority why that employee is not being retained.

11.5 In computing seniority, credit shall be given for all classified service in the police department, except that a resignation or discharge shall be considered a break in service and seniority credit shall not be given for any service rendered prior to that break, unless an arbitrator rules otherwise.

ARTICLE 12 GENERAL ORDERS

12.1 Each member of the Bargaining Unit has been provided with a copy of (or electronic access to) the current Departmental General Orders. Any new or revised Departmental General Orders shall be distributed to members as soon as practical after they are formally adopted.

12.2 The Town will also provide a copy of any new or revised Departmental General Orders when formally adopted, to the Broward County Police Benevolent Association, no less than thirty (30) days prior to implementation. The PBA, in its discretion, may, within 20 days of notice of the new rule or regulation, make a written request to the Town for bargaining over any General Order that affects wages, benefits or conditions of employment. The Town and the PBA shall thereafter expedite bargaining, but bargaining shall not delay implementation of the new rule or regulation.

12.3 In the event that any General Order, policy or procedure conflicts with this Agreement, the language in this Agreement shall control.

ARTICLE 13 LEGAL SERVICES

13.1 Legal actions against an employee shall be handled pursuant to s. 111.065. Florida Statutes.)

ARTICLE 14 SPECIAL DETAILS

14.1 A special detail is defined as an assignment to perform law enforcement duties when the time of the assigned activity is not within the employee's normal work period. All special details require prior written approval by the Chief of Police or his designee. All hours worked for a special detail assignment constitute hours worked for overtime purposes. Since special details occur rarely, shift schedules can be modified to accommodate the special detail. When an officer works a special detail, the officer's work schedule in the same work cycle may be flexed to reduce or eliminate overtime pay.

ARTICLE 15 OFF DUTY DETAILS

15.1 An off-duty detail is work performed by an employee for a third party employer and not for the Town. All off duty details require prior written approval by the Chief of Police or his designee. No employee may work an off-duty detail until the third party employer executes and delivers to the Town a Request For Off Duty Detail Agreement, in the form approved by the Town.

15.2 The rate of pay for off duty details is \$50.00 per hour (plus an additional \$10.00 per hour on holidays) payable to the officer plus an hourly rate charge payable to the Town if a Town vehicle is used. The hourly rate for the officer may be modified by the PBA with the consent of the Chief of Police. Payment for off-duty details shall be made directly from the third party employer to the officer working the detail for distribution to the employees. The Town is not responsible for billing or collection of the off duty detail fee. Compensation earned by the officer is not pensionable nor is it to be treated for the purpose of determining an officer's regular rate of pay for overtime purposes.

15.3 Each employee working an off duty detail is deemed to be an independent contractor during the detail and as such shall not be covered by Town for benefits afforded to on duty police officers, unless the employee is required to respond to take police action. However, employees on off duty details shall be permitted to utilize a police uniform, radio and vehicle. Vehicle use is subject to Department Policy.

15.4 Details shall be assigned only to those employees who are off-duty and no employee shall accept any off duty detail when it interferes with his/her normal working hours.

15.5 Each employee, while working off duty details shall adhere to all policies, General Orders of the Town Police Department and the FDLE code of ethics. Any misconduct or breach of policies, General Orders will be handled through the Department the same as any on duty activity.

15.6 Any employee who is on sick leave, workers' compensation or limited to light duty work shall not work any off duty detail during that period.

15.7 Any employee on leave due to disciplinary matters shall not work off duty jobs during the period of that suspension or removal from active duty.

ARTICLE 16 EDUCATION

16.1 Upon successful completion of the course, the Town shall pay the cost of tuition based on State established tuition rates at a local, accredited junior college, community college or university provided said courses are job related and provided the member is approved to attend by the Chief of Police and Town Manager. Denial of a request is not grievable.

16.2 When feasible, the Town shall arrange the working schedules of members attending advance schools and college courses so that there shall be a minimum of interruption of their studies.

16.3 Under no circumstances shall the pursuit of a college education be allowed to interfere with an employee's duties or the efficient operation of the Police Department.

16.4 The Town has the right not to approve any educational course requested by a member if found not to be job related.

16.5 The Town agrees to pay for all course required textbooks related to police work as approved by the Chief of Police and Town Manager, purchased by members while attending accredited college courses and pursuing a degree program in law enforcement or administration of criminal justice.

16.6 At the completion of a class, course or seminar, the member shall submit their overall grade for the seminar, class or course, and the Town shall pay for the course in the following percentages;

- A or its equivalent - the Town will pay 100%
- B or its equivalent - the Town will pay 80%
- C or its equivalent - the Town will pay 70%
- D or its equivalent - the Town will pay 0%
- Inc/F or its equivalent - Town will pay 0%

16.7 Should the educational institution offer a pass/fail grading system which may be elected at the student's option, the Town shall pay 75% for a pass and 0% for a fail. Should the educational institution's grading method be only a pass/fail system, the Town shall pay 100% for a pass and 0% for a fail.

16.8 The foregoing education incentive benefit shall be subject to annual appropriations by the Town Commission. Total annual benefits will be capped by the amount of funds appropriated by the Town Commission. Reimbursement will be made on a first come first serve basis until the funds are expended.

16.9 An employee who separates from service within three years of receiving reimbursement from the Town will be required to fully reimburse the Town for any educational reimbursements the employee received from the Town.

ARTICLE 17 PERSONNEL RECORDS

17.1 No discipline shall be considered imposed until it is reduced to writing and a copy delivered to the employee. Employees covered by this Agreement shall be provided a copy of any disciplinary action received from the Town, which is memorialized in writing. An employee receiving a copy of disciplinary action from the Town may, within five (5) days of the issuance of such documents, file a written response thereto. At the employee's request, any such written response shall be included in the employee's official personnel file. Employee counseling shall be documented and a copy provided to the employee. A counseling is not discipline, but may be used to demonstrate that an employee was put on notice that his/her conduct was not consistent with departmental policy or protocol.

17.2 An employee shall have the right to inspect his personnel file. Said employee will have the right to make copies of their official personnel file for their use. No records shall be withheld from an employee's inspection, unless disclosure is prohibited by law.

17.3 Any record which reports or reflects on officer conduct or performance shall be provided to the officer in conjunction with the document being placed in the employee's personnel file.

ARTICLE 18 DISCIPLINARY ACTION

18.1 No discipline shall be taken against any bargaining unit employee without just cause.

18.2 No discipline shall be taken against any bargaining unit employee unless such employee and the PBA are notified of the action and the reason or reasons therefore prior to the effective date of such action.

18.3 The Town will apply the principles of progressive discipline when considering and imposing discipline. Progressive discipline does not apply to discipline arising from any act by an employee which constitutes a crime or in cases of sexual harassment or in cases of discrimination.

18.4 The Town will develop and implement guidelines for disciplinary action. The guidelines will contain guidelines for discipline for violations and repeat violations.

18.5 When an evaluation statement or record of discipline has been placed in an employee's personnel folder the employee shall be given a copy.

18.6 An employee, at the employee's discretion, shall have the right to Union representation in disciplinary actions.

18.7 The Town shall follow the disciplinary procedures set forth in the Department General Orders provided no right provided for by the Florida Law Enforcement Officer Bill of Rights is violated.

ARTICLE 19 GRIEVANCE & ARBITRATION PROCEDURE

19.1 Members of the bargaining unit will follow all written and verbal orders given by superiors even if such orders are alleged to be in conflict with this agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance. The following rule applies to all employees: Obey first, grieve later.

19.2 A grievance is defined as a dispute involving the interpretation or application of the collective bargaining agreement. Appeals of disciplinary action are not grievances, but shall be processed as set forth in the following Article and this Article when applicable. No grievance will or need be entertained or processed unless prepared in writing in the manner described herein, and unless filed in the manner provided herein within the time limit prescribed herein. A grievance may only be filed by the Union on behalf of a member. The Union is under no obligation to process a grievance for an employee who is not a member of the Union. Grievances are limited to claims which are dependent for resolution exclusively upon interpretation or application of one or more express provisions of this agreement. The Town need not entertain or process under this Article and may refuse to entertain or process any dispute, claim or complaint or other matter not meeting this definition.

19.3 Grievances/Arbitrations will be processed in the following manner and strictly in accordance with the following stated time limits. For the purpose of this article only, "day" means Monday through Friday, excluding Saturdays, Sundays and Holidays. Failure by the Deputy Chief, Chief or the Manager to respond in a timely manner constitutes denial of the grievance at their respective step and the employee's deadlines for advancing the grievance further starts on that day.

GRIEVANCE PHASE:

- Step 1A An aggrieved employee shall present the grievance, in writing, to the Deputy Chief, within ten (10) days of the act or omission which gave rise to the grievance. The Deputy Chief (or receiving agent) will sign and date the written grievance to acknowledge receipt.
- Step 1B The Deputy Chief shall, within ten (10) days of receipt of the written grievance, conduct a meeting with the Union.
- Step 1C The Deputy Chief shall notify the employee in writing of the decision not later than ten (10) days following the meeting date.

If the grievance is not fully and conclusively resolved at Step 1, and the employee desires further review:

- Step 2A The employee within seven (7) calendar days of receipt of the answer (or the expiration of the Deputy Chief's time to respond) provided in Step 1, may forward the written grievance to the Chief. The Chief (or receiving agent) will sign and date the written grievance to acknowledge receipt.

Step 2B The Chief shall hold a meeting with the Union regarding the grievance.

Step 2C The Chief shall notify the grievant and the Union of his decision within five (5) calendar days following the meeting.

If the grievance is not fully and conclusively resolved at Step 2 and the employee desires further review:

Step 3A The employee, within seven (7) calendar days of receipt of the answer provided in Step 2, may forward the written grievance to the Town Manager. The Town Manager (or receiving agent) will sign and date the written grievance to acknowledge receipt.

Step 3B The Manager will hold a meeting with the employee regarding the grievance.

Step 3C The Manager shall notify the grievant and the Union of his decision within seven (7) calendar days following the meeting.

If the grievance is not fully and conclusively resolved at Step 3 and the employee desires further review:

ARBITRATION PHASE:

Only the Union may advance a grievance to arbitration on behalf of one of its members.

If the grievance is not resolved by the foregoing grievance procedure, the Union, within fourteen (14) calendar days after the Town Manager's decision, may request a list of seven (7) qualified arbitrators from the Federal Mediation and Conciliation Service. Provided the grievance is subject to arbitration, once a list is received, the Union and then the Town will alternately eliminate one at a time from said list the names of persons not acceptable until only one remains and this person will be the arbitrator. The Union will strike first.

As promptly as possible after the arbitrator has been selected, the arbitrator shall conduct a hearing between the parties. The decision of the arbitrator will be served upon the Town and the Union in writing. It shall be the obligation of the arbitrator to rule within twenty-one (21) calendar days after the close of hearing.

The expense of the arbitration, including the fee and expenses of the arbitrator, shall be paid equally by the parties. Each party shall be exclusively responsible for compensating its own representatives and witnesses.

The power and authority of the arbitrator shall be strictly limited to an interpretation of the express terms of this agreement. The arbitrator shall not have the authority to add to or subtract from or modify any of said terms, or to limit or impair any right that is reserved by this agreement to the Town or the Union or the employees, or to establish or change any wages or rate of pay in this agreement.

No decision of any arbitrator or of the Town in one case shall create a basis for retroactive adjustment in any other case.

All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned from the Town, less any unemployment compensation or compensation from other sources that the employee did receive during the period for which the back pay was awarded. In settlement or other resolution of any grievance resulting in retroactive adjustment including back wages, such adjustment shall be limited to a maximum of ten (10) calendar days prior to the date of the filing of the grievance at Step 1.

The decision of the arbitrator shall be final and binding on both parties, and the grievance shall be considered permanently resolved, subject to any judicial relief available to either party under Florida law.

19.4 Timely adherence to the deadlines stated above are controlling. The employee's or the Union's failure to meet a deadline constitutes withdrawal of the dispute from the grievance/arbitration process. Untimeliness is not a defense but a jurisdiction a bar. The Town is under no duty to participate in request for arbitration if an employee has not timely advanced a grievance or if the Union's request for arbitration is untimely. The Town has not agreed to arbitrate an untimely grievance or request for arbitration.

19.5 A time limit at any stage of the grievance procedure may be extended prior to its deadline by written mutual agreement of the Union and the Town Commission. No extension of time shall be inferred by any conduct or verbal exchange between the parties.

19.6 All grievances shall be dated and signed by the employee and the Union representative. Any decision rendered shall be in writing and shall be dated and signed by the Town's representative at that step.

19.7 In any grievance there shall be set forth in space provided on the grievance form or on attachments, if necessary, all of the following:

- (1) a statement of the grievance and facts upon which it is based;
- (2) the section or sections of this agreement claimed to have been violated;
- (3) the remedy or correction requested.

19.8 All grievance hearings will be conducted during normal business hours.

19.9 Class grievance may be brought by the Union when more than one employee is affected by the Town's interpretation or application of this Agreement. Class grievances will start at Step 2A. A class grievance must specifically name all employees for who relief is sought, and may not be amended after submission to to add names. No monetary or other relief shall be granted or awarded to any employee

not so named. The only exception to this is that if the Union claims that a grievance affects the entire unit it may describe the unit generally.

19.10 In all cases requiring the Union to timely present or advance a grievance to a designated Town official, hand delivery during the hours of 8:30 am. until 4:30 p.m., Monday through Friday to the office of that official shall be sufficient for compliance with prescribed time limits if the designated official is not personally available for service.

19.11 Where the last day for such presentation or advancement falls on a Saturday, a Sunday or a holiday expressly recognized as such under this agreement, presentation or advancement shall be considered timely if made on the next business day following such Saturday, Sunday or holiday.

ARTICLE 20 APPEALS OF DISCIPLINARY ACTION

20.1 Appeals of disciplinary action shall be handled as follows:

20.2 Minor discipline: Written reprimands and suspensions with pay, suspensions without pay of 3 days or less and temporary (less than 30 days) demotions.

20.3 When an employee has received a written counseling, the employee's appeal is limited to submitting a written rebuttal which shall be attached to the written counseling documents in the employee's personnel file. The written rebuttal shall be submitted by the employee within ten (10) days of the employee's receipt of the written counseling.

20.4 All other minor discipline may be appealed to the Town Commission whose decision is final.

20.5 Major discipline: Suspensions without pay greater than 3 days, demotions, and terminations.

20.6 The UNION may file an appeal of major discipline on behalf of its members. Upon receipt of a notice of appeal for all discipline Police Chief shall have ten (10) calendar days to meet with the Union and employee and the employee's representative; shall review the proposed discipline following consideration of the information provided by the employee and shall advise the UNION that the discipline is either (i) sustained; (ii) reversed; or (iii) modified.

20.7 If the UNION is not satisfied with the Police Chief's disposition of the appeal the employee may further appeal a discipline to the Town Manager. Upon receipt of a notice of appeal, the Town Manager shall have ten (10) calendar days to review the discipline and to advise the UNION that the discipline is either (i) sustained; (ii) reversed; or (iii) modified.

20.8 If the UNION is not satisfied with the Town Manager's disposition of the appeal the employee may further appeal a discipline to arbitration using the same procedure for appointment of an arbitrator as set forth in Article 18 above. The procedures for arbitration are as set forth in Article 18. The arbitrator may sustain, reverse or modify the discipline which was set by the Town Commission. The decision of the arbitrator is final and binding on the parties.

20.9 The expense of the arbitration, including the fee and expenses of the arbitrator, shall be paid by equally by the Town and PBA. Each party shall be exclusively responsible for compensating its own representatives and witnesses. 20.10 No employee shall be subject to discipline of any type without cause. The Town has the burden of proof to establish that discipline is based on just cause. The Union has the burden of proof to establish any defense or mitigation to the discipline.

ARTICLE 21 SEVERABILITY CLAUSE AND PROHIBITION AGAINST REOPENING OF NEGOTIATIONS

21.1 Should any provision of this collective bargaining agreement, or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted state or federal law, or by any decree of a court of competent jurisdiction, all other articles and sections of this agreement shall remain in full force and effect for the duration of this agreement. The parties agree to immediately meet and confer concerning any invalidated provision(s).

21.2 Except as specifically provided in this agreement, neither party hereto shall be permitted to reopen or renegotiate this agreement or any part thereof. This agreement contains the entire agreement of the parties on all matters relative to wages, hours, and terms and conditions of employment as well as all other matters which were or could have been negotiated prior to the execution of this agreement.

ARTICLE 22 HOSPITAL MEDICAL/DENTAL

22.1 The Town will pay 100% of the insurance for employees in the Single coverage category.

22.2 The Town will continue to pay 100% dependent health care for employees currently¹ receiving that benefit.

22.3 When any employee changes their coverage to any more costly class of coverage, the Employee will pick up 40% of the cost increase. Example: If an employee currently has “single” coverage and the employee switches to “family” coverage, the employee will pick up \$577.62 per month of the \$2106.59 monthly cost. ($\$2106.59 - \$662.54 = \$1444.05 \times 40\% = \577.62).

22.4 Newly hired (following ratification) employees who select coverage other than Single will pay 40% of the premium.

¹ Currently means as of 1/1/2018.

ARTICLE 23 UNPAID LEAVE OF ABSENCE

23.1 An unpaid leave of absence shall not exceed six (6) months and must be approved by the Town Manager.

23.2 Employees covered by this Agreement who are on a Town approved unpaid leave of absence shall retain previously accrued seniority, but shall not continue to accrue additional seniority when on such leave.

23.3 Employees covered by this Agreement who are on a Town approved unpaid leave of absence shall be given the opportunity to continue hospital/medical/dental insurance coverage, at their own expense and at no cost to the Town, subject to the provisions and conditions of the applicable policies.

ARTICLE 24 SICK LEAVE

24.1 Accrual Rate: Each employee will earn 96 hours of sick leave per year, accrued 3.6923 hours per pay period.

24.2 Use: The procedures for reporting and using sick leave are as set forth in the Departments General Orders.

24.3 Cap on accrual: 500 hours

24.4 Time accrued following ratification over 500 hours must be used in the year accrued or will be paid out at 100% of the employee's base rate of pay at the end of each fiscal year.

ARTICLE 25 COURT TIME

25.1 Any member who is required to appear as a witness as a result of employment with the Town, shall be entitled to the following:

A. Regular pay if called to testify during regularly scheduled work hours.

B. If called to testify outside the employee's regularly scheduled work hours, the employee will be paid at the overtime rate consistent with current policy with a minimum of three (3) hours.

C. In such cases, the employee will be permitted to keep any witness fee received.

25.2 Any employee subpoenaed to appear as a witness in a case not involving the Town and not directly related to the employee's personal affairs, (such as performing a civic duty as a witness to a crime or an accident) will be allowed Town time off with pay for this purpose. In such cases, if the employee is on duty, the employee will submit the witness fee received to the Town. If the employee is off duty, all witness fees and travel expenses will be kept by the employee.

25.3 Time off to respond to a subpoena to appear as a witness in a case related to an employee's personal affairs will be at the employee's own expense and accrued leave. Such leave shall not be denied.

ARTICLE 26 ANNUAL LEAVE (VACATION)

26.1 Annual Leave (vacation) will be accrued, calculated from date of hire, as follows:

Five days on the employee's first anniversary of employment;

Ten days on the employee's second anniversary of employment;

Ten days on all subsequent anniversaries plus one additional day of vacation for each year of employment over two years of employment with a maximum of ten (10) additional days after twelve years of employment (example: an employee accrues 11 days of vacation on the employee's 3rd anniversary, 12 days on the employee's 4th anniversary. Annual leave must be used within the year accrued except as provided in 26.7 below. ,;

After twenty years of service, employees shall receive an additional five days of Vacation.

26.2 Employees may not take vacation during the first year of employment.

26.3 An employee may take vacation using time not yet accrued but that will accrue to the employee in the accrual cycle. An employee who has used un-accrued time will be required to pay it back to the Town if the employee leaves employment before the time is actually accrued. Payback shall be by payroll deduction and direct repayment if the employee's final paycheck is insufficient to recoup the owed amount.

26.4 If an employee's scheduled vacation is involuntarily cancelled due to the Town's needs, occasioned by civil disorder or emergency, the employee shall be permitted to reschedule at a mutually agreeable time.

26.5 An employee who has sustained an injury in the line of duty and who has vacation time previously scheduled which falls within the period of disability shall be entitled to reschedule the vacation time after return to duty. Previously scheduled vacation time falling within a period of disability incurred in the line of duty shall not be forfeited or otherwise expended due to the unforeseeable circumstances of the injury.

26.6 Annual leave shall be selected in three rounds each calendar year, as follows:

Bargaining unit employees shall select, by seniority, vacation from available dates on the department's master vacation calendar for the next calendar year, in no less than 2 day increments. Dates shall be blocked off on the master calendar to reflect vacation date selections by the Police Chief, Deputy Chief, Lieutenant, and Sergeant, as well as training dates. Selection shall be conducted in three rounds to afford employees with lesser seniority some opportunity for vacation in commonly sought months of the year. Selection in all rounds is unlimited.

26.7 Forty (40) hours of annual leave may be carried over to the first quarter of the following year but must be used by March 31st.

26.8 When an employee is recalled to work, at the discretion of the Police Chief during their scheduled vacation, each hour of work will be paid at a premium rate of 1.5 times the employees regular rate of pay and the day not counted as use of a vacation day.

ARTICLE 27 HOLIDAYS

27.1 Town Paid holidays *are*:

Martin Luther King, Jr. Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

New Year's Day

Veteran's Day

Memorial Day

Independence Day

Labor Day

27.2 Employees will be paid 8 hours of straight time pay for each holiday, payable in the pay period that each holiday occurs.

ARTICLE 28 BEREAVEMENT LEAVE

28.1 The Chief of Police, with approval of the Town Manager, may grant an employee paid time off up to 40 hours of work in cases of the death of a member of the Department's spouse or child mother, father, sister, brother, mother-in-law, father-in-law,. Additional unpaid time off may be requested from the Chief of Police.

ARTICLE 29 WAGES AND LONGEVITY PAY

29.1 During the term of this Agreement certified law enforcement employees will receive wage adjustments as follows:

YEAR ONE (fiscal year 2022-23)

Effective the first pay period following ratification but retroactive to 10/1/2022- 5% base wage adjustment.

YEAR TWO (fiscal year 2023-24)

Effective 10/1/23- 5% base wage adjustment.

YEAR THREE (fiscal year 2024-25)

Effective 10/1/24- 5% base wage adjustment

The base wage increases during the term of the Agreement are reflected in the revised step plan as set forth in Appendix A.

29.2 The foregoing base wage increases are the only base wage increases employees will receive during the term of the Agreement.

29.3 In addition to the annual base wage adjustment, each bargaining unit employee who receives a satisfactory performance evaluation will receive a step increase. If the employee reached their anniversary date after 10/1/22 but prior to ratification of this agreement, the step increase will be retroactive the employee's anniversary date. Bargaining unit employees will not receive step increases once their base pay reaches step ten of the step plan.

29.4 When a position in the bargaining unit is filled by hiring a candidate with experience from another agency, the Police Chief, in consultation with the Town Manager and Commission may fix the salary of the new hire taking into consideration the years of service and experience of the new hire, provided the salary is within the pay range for the position.

29.5 Employees will receive longevity pay for time work for the Town of Hillsboro Beach as follows:

Eight (8) years of completed service through fourteen (14) years of completed service-\$500.00 per year.

Fifteen (15) years of completed service through twenty (20) years of completed service-\$750.00 per year.

Twenty-one (21) years of completed service or more-\$1,000.00 per year.

29.6 Non-certified law enforcement officer bargaining unit employees will receive wage adjustments as follows:

YEAR ONE (fiscal year 2022-23)

Effective the first pay period following ratification- 5%base wage adjustment

YEAR TWO (fiscal year 2023-24)

Effective 10/1/23- 5% base wage adjustment

YEAR THREE (fiscal year 2024-25)

Effective 10/1/24- 5% base wage adjustment

29.6 Dispatchers will be paid a \$1,500.00 stipend once annually in December.

29.7 Law enforcement officers assigned as detectives will be paid a stipend of \$1,500.00 once annually in December. To qualify for the stipend the officer must have been in the assignment no less than eleven (11) months preceding the December payment.

ARTICLE 30 PREVAILING RIGHTS

30.1 There is no past practice that is monetary in nature except those expressly incorporated in this Agreement. All non-monetary benefits and privileges currently enjoyed by employees covered by this agreement which are not specifically provided for or abridged by this agreement shall continue in full force under the same conditions which they have previously enjoyed.

ARTICLE 31 LIFE INSURANCE

31.1 The Town agrees to provide, without cost to each employee, group term life insurance of \$50,000. The employee shall have the option of purchasing at his/her own expense through payroll deduction an additional amount of group term insurance.

ARTICLE 32 DISABILITY LEAVE

32.1 AFLAC insurance (as available to Town employees) will be offered to all bargaining unit members who otherwise meet the program qualification guidelines.

ARTICLE 33 DRUG AND ALCOHOL POLICY

33.1 The Town and the Union agree that substance abuse poses a great threat to the health and safety of each employee and his/her co-workers. Employees in the bargaining unit are subject to reasonable suspicion and random drug or alcohol testing. Drug testing shall be administered following the procedures set forth in the Florida Drug Free Workplace Program, as provided in Section 440.102, Florida Statutes, and the regulations of the Florida Agency for Health Care Administration 59A-24, Florida Administrative Code.

33.2 For the purpose of this agreement, the term “drug” has the same meaning as set forth in the definitions section 440.102 F.S.

33.3 When ordered to submit to a drug test, an employee must promptly and without delay submit to the test. By submitting, an employee does not waive his/her right to challenge the test results, or the order compelling the test. However, the rule “Obey first, Grieve later: applies. An employee who refuses an order to submit to a drug test, or who intentionally delays the test, or who interferes or tampers with the test, shall be terminated from employment.

33.4 The use or possession of medical marijuana by an employee on or off duty is strictly prohibited. An employee who has been prescribed medical marijuana shall provide a copy of the prescription to the Chief of Police within 48 hours of receipt of the prescription and shall disclose the symptoms for which the medical marijuana has been prescribed. Disclosure is required even if the employee does not fill the prescription. The prescription and the employee’s disclosure shall be maintained in the officer’s medical records file.

ARTICLE 34 VEHICLE STIPEND-

34.1 Full time Police Officers and full time Police Sergeants will be paid a vehicle stipend as follows:

Year One- \$200.00 per month

Year Two- \$250.00 per month

Year Three- \$300.00 per month

34.2 An employee involved in a “preventable accident” (as that term is described in General Order 11.25) in a Town vehicle will not be entitled to the stipend for a period of (a) 12 months following the accident if the accident resulted in personnel injury or property loss with value \$10,000.00 or more, or (b) a period 6 months if the accident results in property loss of less than \$10,000.00 and not personnel injury.

ARTICLE 35 HOURS OF WORK AND OVERTIME

35.1 The work schedules/cycles and procedures for paying overtime which are in effect at the time of ratification of this agreement shall be maintained as the status quo until changed as hereinafter set forth.

35.2 The TOWN has the right to change work/shift schedules, work cycles, and starting times during the term of this Agreement subject to the following:

A. The work cycle shall not exceed 28 days. The hours of work within the established work cycle shall be 6.1 (rounded) hours per day and as set forth in 29 C.F.R. section 553.230. Hours worked in excess of the maximum hours provided by the referenced regulation shall be paid at time and one-half the employee's rate of pay.

B. The TOWN shall provide the ASSOCIATION with no less than thirty (30) days written notice of its intent to alter work/shift schedules, work cycles, and starting times. The notice shall include a proposed date of implementation.

C. The ASSOCIATION may request impact bargaining over the proposed change.

D. If the ASSOCIATION requests impact bargaining, the implementation date shall be delayed thirty (30) days and the parties shall meet as soon as possible and engage in good faith bargaining over the impact issues identified by the ASSOCIATION. Notwithstanding the status of bargaining when requested by the PBA, the schedule change shall take effect the first pay period following the expiration of the thirty (30) day extension period.

The TOWN retains the right to make changes in schedules when extenuating circumstances such as hurricanes or other states of emergencies dictate.

E. Only hours actually worked in a work cycle count for the calculation of overtime.

ARTICLE 36 DURATION

36.1 The term of this Agreement is from date of ratification until 9/30/2025.

ARTICLE 37 WAGES-REOPENER

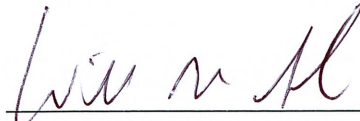
37.1 In the event of the passage of a State constitutional amendment or State Legislative enactment which will alter or affect the flow of revenue to the Town during the term of this Agreement, the wage/rate of pay articles of the Agreement may, at the written request of the Town, be reopened for negotiations.

37.2 Reopened negotiations shall be commenced and concluded within thirty (30) calendar days of the date the Town gives written notice to the PBA of the Town's request to reopen negotiations. If an agreement is not reached within thirty (30) calendar days, the negotiations shall be deemed at impasse.

37.3 During the negotiations and the impasse process, if any, the base wages of bargaining unit employees will be frozen at the levels in place at the time the Town requests to reopen negotiations and no subsequent base wage increases will occur except as thereafter negotiated by the Town and the PBA, or, in the event the reopened negotiations do not result in a ratified agreement, as imposed by the Town Commission through the impasse process.

SIGNATURE PAGE

TOWN OF HILLSBORO BEACH, FLORIDA



Town Manager

Dated: 10.31.22

Town Clerk
Dated: _____

Approved as to form:

Town Attorney

BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION



President

Dated 11.21.22

Date of ratification by BARGAINING UNIT: _____

Date of ratification by the TOWN COMMISSION: _____

APPENDIX A- STEP PLAN

BARGAINING UNIT

	GRADE	STEP	EOD	1	2	3	4	5	6	7	8	9	10
Police Sergeant	P-4												
		FY2023	33.82	35.05	36.29	37.51	38.72	39.99	41.17	42.42	43.62	44.85	46.08
		FY2024	35.51	36.80	38.10	39.39	40.66	41.99	43.23	44.54	45.80	47.09	48.38
		FY2025	37.29	38.64	40.01	41.36	42.69	44.09	45.39	46.77	48.09	49.44	50.80
Police Officer	P-5												
		FY2023	28.85	34.28	35.33	36.40	37.44	38.47	39.54	40.59	41.62	42.67	43.70
		FY2024	30.29	35.99	37.10	38.22	39.31	40.39	41.52	42.62	43.70	44.80	45.89
		FY2025	31.80	37.79	38.96	40.13	41.28	42.41	43.60	44.75	45.89	47.04	48.18
Communications Supervisor	P-6												
		FY2023	25.10	25.69	26.69	27.66	28.67	29.72	30.71	31.71	32.73	33.74	34.80
		FY2024	26.36	26.97	28.02	29.04	30.10	31.21	32.25	33.30	34.37	35.43	36.54
		FY2025	27.68	28.32	29.42	30.49	31.61	32.77	33.86	34.97	36.09	37.20	38.37
Senior Dispatcher	P-7												
		FY2023	24.21	25.13	25.99	26.85	27.72	28.59	29.49	30.35	31.24	32.11	33.00
		FY2024	25.42	26.39	27.29	28.19	29.11	30.02	30.96	31.87	32.80	33.72	34.65
		FY2025	26.69	27.71	28.65	29.60	30.57	31.52	32.51	33.46	34.44	35.41	36.38



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

Invoice number 110148
Date 10/31/2022

Project **1799021 HILLSBORO BCH BLDG CODE
40 YR CERTS**

Billing period through October 31, 2022

CGA PM: Peter Deveaugh

Approved via Resolution 2022-25

65-100 BUILDING CODE SERVICES

Labor

Steven J. Mitchell
Building Official
Municipal Code Update

	Date	Hours	Rate	Billed Amount
	10/10/2022	8.00	72.12	576.96
	10/11/2022	4.00	72.12	288.48
	10/12/2022	4.00	72.12	288.48
	10/13/2022	4.00	72.12	288.48
	10/14/2022	4.00	72.12	288.48
	10/17/2022	4.00	72.12	288.48
	10/24/2022	4.00	72.12	288.48
	10/27/2022	4.00	72.12	288.48
	Subtotal	36.00		2,596.32
	Phase subtotal			2,596.32

Invoice total **2,596.32**

Invoice Summary

Description	Contract Amount	Prior Billed	Current Billed	Total Billed	Remaining
31-100 SOFTWARE	0.00	0.00	0.00	0.00	0.00
10-100 ENGINEERING	0.00	0.00	0.00	0.00	0.00
10-120 ELECTRICAL ENGINEERING	0.00	0.00	0.00	0.00	0.00
20-100 SURVEY	0.00	0.00	0.00	0.00	0.00
14-100 TRAFFIC	0.00	0.00	0.00	0.00	0.00
15-100 CEI	0.00	0.00	0.00	0.00	0.00
30-100 DATA TECH & DEV	0.00	0.00	0.00	0.00	0.00
50-100 CONSTRUCTION	0.00	0.00	0.00	0.00	0.00
65-100 BUILDING CODE SERVICES	21,636.00	2,452.08	2,596.32	5,048.40	16,587.60
60-100 PLANNING	0.00	0.00	0.00	0.00	0.00
66-100 GOVERNMENTAL SERVICES	0.00	0.00	0.00	0.00	0.00
70-100 LANDSCAPE ARCHITECTURE	0.00	0.00	0.00	0.00	0.00
70-101 ENVIRONMENTAL	0.00	0.00	0.00	0.00	0.00
80-100 WPB ENGINEERING	0.00	0.00	0.00	0.00	0.00
82-100 WPB SURVEY	0.00	0.00	0.00	0.00	0.00
99-100 REIMBURSABLES	0.00	0.00	0.00	0.00	0.00
Total	21,636.00	2,452.08	2,596.32	5,048.40	16,587.60

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
110148	10/31/2022	2,596.32	2,596.32				
	Total	2,596.32	2,596.32	0.00	0.00	0.00	0.00



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™
1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316
Phone: 954.921.7781 • Fax: 954.921.8807

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

Invoice number 109578
Date 10/31/2022

Project **179902 HILLSBORO BEACH BUILDING
CODE**

Billing period through October 31, 2022

CGA PM: Peter Deveaugh

emailto: Mac Serda (mserda@townofhillsborobeach.com)

cc: Stephen.Bloom@inframark.com
terri.lusk@inframark.com
ranathan@townofhillsborobeach.com
Sherry D. Henderson (shenderson@townofhillsborobeach.com)
Billing 85% of Permit Fees Collected

Invoice Summary

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Remaining	Current Billed
BUILDING CODE SERVICES	0.00	0.00	1,998,734.30	1,958,093.60	-1,998,734.30	40,640.70
FLOOD PLAIN MANAGEMENT	0.00	0.00	562.50	562.50	-562.50	0.00
REIMBURSABLES	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	1,999,296.80	1,958,656.10	-1,999,296.80	40,640.70

Hillsboro Beach October Fees	
Total Permit Fees	\$ 47,224.35
Town Rev - 15%	\$ 7,083.65
CGA Rev - 85%	\$ 40,140.70
➤ CGA Admin Fees	\$ 500.00
CGA TOTAL	\$ 40,640.70

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Remaining	Current Billed
BUILDING CODE SERVICES	0.00	0.00	1,998,734.30	1,958,093.60	-1,998,734.30	40,640.70
Total	0.00	0.00	1,998,734.30	1,958,093.60	-1,998,734.30	40,640.70

Invoice total 40,640.70



**Town of Hillsboro Beach
Building Department
Finance Report**

**Start Date: 10/1/2022
End Date: 10/31/2022**

	Permit Fees	Town Revenue	Fire Fees	Zoning Fees	Admin Fees	CGA Revenue	BORA	DBPR	DCA
MTD	\$47,224.35	\$7,083.65	\$1,350.00	\$2,850.00	\$500.00	\$40,140.70	\$892.24	\$698.18	\$489.16
YTD	\$47,224.35	\$7,083.65	\$1,350.00	\$2,850.00	\$500.00	40,140.70	\$892.24	\$698.18	\$489.16



2002 West Grand Parkway North
Suite 100
Katy, TX 77449

INVOICE

INVOICE#

#84681

DATE

10/25/2022

CUSTOMER ID

C1312

NET TERMS

Net 30

PO#**DUE DATE**

11/24/2022

BILL TO

Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach FL 33062
United States

Services provided for the Month of: October 2022

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
Accounting Services for the Month of: October 2022					
Financial Accounting Service 001-532004-51308-5000	1	Ea	8,368.17		8,368.17
Postage 001-541010-51307-5000	1	Ea	81.46		81.46
Storage 001-544025-51307-5000	1	Ea	11.10		11.10
Subtotal:					8,460.73

Subtotal

\$8,460.73

Tax

\$0.00

Total Due

\$8,460.73

Remit To : Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778

To pay by Credit Card please contact us at 281-576-4269 / 9:00am - 5:30pm EST, Monday - Friday. A surcharge fee may apply.

To pay via ACH or Wire, please refer to our banking information below:

Account Name: INFRAMARK, LLC

ACH - Bank Routing Number: 111000614 / Account Number: 912593196

Wire - Bank Routing Number: 021000021 / SWIFT Code: CHASUS33 / Account Number: 912593196

Please include the Customer ID and the Invoice Number on your form of payment.



2002 West Grand Parkway North
Suite 100
Katy, TX 77449

INVOICE

INVOICE#

#86061

DATE

11/28/2022

CUSTOMER ID

C1312

NET TERMS

Net 30

PO#**DUE DATE**

12/28/2022

BILL TO

Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach FL 33062
United States

Services provided for the Month of: November 2022

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
Accounting Services for the Month of: November 2022					
Financial Accounting Service 001-53200 / 51308-5000	1	Ea	8,366.17		8,368.17
Postage 001-541010-51307-5000	1	Ea	88.87		88.87
Storage 001-544025-51307-5000	1	Ea	11.10		11.10
Subtotal					8,468.14

Subtotal

\$8,468.14

Tax

\$0.00

Total Due

\$8,468.14

Remit To : Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778

To pay by Credit Card, please contact us at 281-518-4299, 9:00am - 5:30pm EST, Monday - Friday. A surcharge fee may apply.

To pay via ACH or Wire, please refer to our banking information below:

Account Name: INFRAMARK, LLC

ACH - Bank Routing Number: 111000014 / Account Number: 912593196

Wire - Bank Routing Number: 021000021 / SWIFT Code: CHASUS33 / Account Number: 912593196

Please include the Customer ID and the Invoice Number on your form of payment.



4225 E. Conant Street
Long Beach, CA 90808
Tel: (562) 590-6500
moffattnichol.com

Domestic Wire / ACH Information
Bank / Account Name: MUFG Union Bank / Moffatt & Nichol
Address: 1980 Saturn Street, Monterey Park, CA 91755
Account Number: 4501065066
Fed Routing Number: 122000496

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

OK

Attention: Mac Serda
Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, FL 33062
United States

Invoice : 00774346
Invoice Date : 11/22/2022
Project : 9225/02
Project Name : Hillsboro Beach Coastal
Engineering

For Professional Services Rendered Through 10/29/2022

	Fee	% Complete	Billings		
			To Date	Previous	Current
Phase 1 - Construction Plans					
1a - Construction Plans	33,800.00	100.00	33,800.00	33,800.00	0.00
1b - Technical Specifications	9,500.00	100.00	9,500.00	9,500.00	0.00
1c - FDEP Submittal	2,200.00	100.00	2,200.00	2,200.00	0.00
Phase 2 - Bidding Assistance					
2a - Bid Documents	9,000.00	100.00	9,000.00	9,000.00	0.00
2b - Bidding Assistance	6,790.00	100.00	6,790.00	6,790.00	0.00
Phase 3 (L/S) - Construction Administration (L/S only)					
3b - Volume Calculations	9,500.00	100.00	9,500.00	9,500.00	0.00
Phase 5 - Post-Construction Physical Monitoring	5,845.00	100.00	5,845.00	5,845.00	0.00
Phase 6a (L/S) - Environmental Permit Compliance (L/S only)	13,645.00	100.00	13,645.00	13,645.00	0.00
Phase 7 - Fema Coordination	8,250.00	100.00	8,250.00	8,250.00	0.00
Phase 8 - 2020 Post-Con 6 Month Physical Monitoring (L/S only)	16,950.00	100.00	16,950.00	16,950.00	0.00
Phase 10 - 2021 Post Con Nearshore Hardbottom Monitoring	30,000.00	100.00	30,000.00	30,000.00	0.00
Phase 11 - 2021 Pos Con Physical Monitoring-Surveying	17,000.00	100.00	17,000.00	17,000.00	0.00
12 - 2021 Post Con Physical Monitoring-Report	10,000.00	100.00	10,000.00	10,000.00	0.00
14 - Winter Shorebird Survey	7,500.00	0.00	0.00	0.00	0.00
14 - Winter Shorebird Survey					
15 - Beach tilling Coordination	2,000.00	0.00	0.00	0.00	0.00
15 - Beach Tilling Coordination					
16 - 2020 Post-Con Nearshore Hardbottom Monitoring	30,000.00	100.00	30,000.00	0.00	30,000.00

16 - 2020 Post-Con Nearshore
Hardbottom Monitoring

Phase 17&18 - Newly added Phase

17 - 2022 Post-Con Nearshore Hardbottom Monitoring	35,000.00	90.00	31,500.00	0.00	31,500.00
18 - 2022 Post-Con Physical Monitoring Survey	20,000.00	100.00	20,000.00	0.00	20,000.00

	Fee	Available	Billings		
			To Date	Previous	Current
Phase 3 (T/M) - Construction Administration (T&M only)					
3a - Construction Administration (T&M)	31,700.00	2.75	31,697.25	31,697.25	0.00
3c - Turbidity Monitoring Review (T&M)	2,920.00	2,715.75	204.25	204.25	0.00
Phase 4 - Resident Project Administration (T&M)	44,700.00	0.00	44,700.00	44,700.00	0.00
Phase 6b (T/M) - Environmental Permit Compliance (T&M only)	2,950.00	2.00	2,948.00	2,948.00	0.00
Phase 9 (T/M) - 2020 Post-Con 6 Month Physical Monitoring (T&M only)	9,060.00	23.00	9,037.00	9,037.00	0.00
Phase 13 (T/M) - FEMA Coordination	15,000.00	15,000.00	12,432.50	0.00	12,432.50
Rate Labor	12,432.50				

Phase 19 - 2022 Post-Con Physical Monitoring Survey

19 - 2022 Post-Con Physical Monitoring Report	13,000.00	13,000.00	11,406.00	0.00	11,406.00
Rate Labor		11,406.00			
XY - Reimbursables	900.00	885.50	14.50	14.50	0.00

	Fee	% Complete	Billings		
			To Date	Previous	Current
PCO - Pending Change Order	0.00	0.00	0.00	0.00	0.00
NB - Non-Billable	0.00	0.00	0.00	0.00	0.00

Current Billings	105,338.50
Amount Due This Bill	USD 105,338.50

Total Fee :	387,210.00
To Date Billings :	366,419.50
Total Remaining :	20,790.50

Phase 13 (T/M) - FEMA Coordination

Rate Labor

<i>Class / Employee</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Clerical/word Processing			
Amanda Caparro	32.70	65.000	2,125.50
Total Clerical/word Processing	32.70		2,125.50
Eng II/Environmental Scientist			
Jacqueline Brower	50.50	139.000	7,019.50
Total Eng II/Environmental Scientist	50.50		7,019.50
Principal/Environmental Mngr			
Timothy Blankenship	7.20	250.000	1,800.00
Total Principal/Environmental Mngr	7.20		1,800.00
Sr. Eng/Environmental Sr. PM			
Peter Seidle	2.00	175.000	350.00
Staff Engineer/Scientist			
Lauren Jonaitis	2.75	95.000	261.25
Zack Valerio	2.75	95.000	261.25
Total Staff Engineer/Scientist	5.50		522.50
Supervisory Engineer/Scientist			
Seann Perez	3.00	205.000	615.00
Total Rate Labor			12,432.50
Total Bill Task: Phase 13 (T/M) - FEMA Coordination			12,432.50

19 - 2022 Post-Con Physical Monitoring Report

Rate Labor

<i>Class / Employee</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
CADD II			
Jesus Duran Franco	1.00	95.000	95.00
Eng II/Environmental Scientist			
Jacqueline Brower	1.50	139.000	208.50
Principal/Environmental Mngr			
Timothy Blankenship	0.25	250.000	62.50
Sr. Eng/Environmental Sr. PM			
Peter Seidle	14.50	175.000	2,537.50
Staff Engineer/Scientist			
Ayla Sage	2.25	95.000	213.75
Julia Grissett	1.50	95.000	142.50
Zack Valerio	85.75	95.000	8,146.25
Total Staff Engineer/Scientist	89.50		8,502.50
Total Rate Labor			11,406.00
Total Bill Task: 19 - 2022 Post-Con Physical Monitoring Report			11,406.00

Total Project: 9225/02 - Hillsboro Beach Coastal Engineering

23,838.50

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
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Telephone (954) 771-4500

TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile
Hillsboro Beach FL 33062

Attn: Mac Serda, Town Manager

Page: 1
11/30/2022
ACCOUNT NO: 1182-0606490
STATEMENT NO: 44616

General Matters

			HOURS	
10/17/2022	BJs	Draft follow up correspondence to Bernard Pita re: 1205-1206 Liens	0.30	
10/24/2022	DJD	Review agenda items and prepare resolutions; address agenda related matters; review report from Jim Hickey re: 987 Hillsboro Mile; review suggested revisions to RS-2; initial review of RM-16 code revision	2.30	
10/25/2022	JAC	prep for and attend closed door Commission meeting re: guidance for next bargaining session	0.80	
	DJD	Review agenda items and prepare resolutions; review suggested revisions to RM-16; participate in telephone conference; attend executive session	1.70	
10/26/2022	DJD	Telephone conference with Town Manager	0.30	
10/27/2022	DJD	Review agenda; address Code related issues relative to 1205 and 1206	1.20	
	JAC	prep and send revised CBA for bargaining session	0.40	
10/28/2022	BJs	Reveiw code enforcement lien files, review public records, review City's notices, and draft update response to DJD	1.40	
	DJD	Address code liens; review CBA	0.80	
	JAC	Prep for, attend and follow up PBA collective bargaining; finalize CBA for ratification and email same to team.	2.00	
10/31/2022	DJD	Telephone conference with Bernard Pita; telephone conference with Mac Serda; prepare for Town Commission meeting	1.30	
11/01/2022	DJD	Prepare for and attend Town Commission meeting	7.20	
11/02/2022	DJD	Post Commission follow up	0.40	
11/07/2022	DJD	Review notices of code hearing sent to Winter Sun Investments	0.30	
11/14/2022	DJD	Address code liens re: 1205; address Development Order	0.40	
	SMS	Research and reveiw related to Pedestrian Beach Access and related Agreements.	1.00	
11/22/2022	DJD	Address agenda items	0.30	
11/29/2022	DJD	Prepare resolutions for Agenda; review revised RS-2 Ordinance.	1.10	
		FOR CURRENT SERVICES RENDERED	23.20	5,800.00

General Matters

	RECAPITULATION		
TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
James A. Cherof	3.20	\$250.00	\$800.00
D.J. Doody	17.30	250.00	4,325.00
Sean M. Swartz	1.00	250.00	250.00
Brian J. Sherman	1.70	250.00	425.00

Color photocopies	27.30
Photocopies	26.60
TOTAL EXPENSES THRU 11/30/2022	53.90
 TOTAL CURRENT WORK	 5,853.90
 BALANCE DUE	 <u>\$5,853.90</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
1210 Hillsboro Mile
Hillsboro Beach FL 33062

Attn: Mac Serda, Town Manager

Page: 1
11/30/2022
ACCOUNT NO: 1182-1200993
STATEMENT NO: 44617

Development (Related)

			HOURS	
10/25/2022	DJD	Telephone conference with Debbie Orshefsky, Esq.; telephone conference with Jim Hickey	0.60	
11/03/2022	DJD	Participate in phone conference with Debbie Orshefsky, Esq.	0.60	
11/04/2022	DJD	Review easement; review property protection language; telephone conference with Mac Serda; telephone conference with Debbie Orshefsky; review emails re: easement	1.40	
11/07/2022	DJD	Review Property Protection language submitted by counsel	0.30	
11/14/2022	DJD	Review revised Easement Agreement	0.50	
11/15/2022	DJD	Review revisions to easement	0.30	
11/16/2022	DJD	Review proposed language; telephone conference with Town Manager and Town Planner	0.80	
11/17/2022	DJD	Address property protection provision	0.40	
11/18/2022	DJD	Address Property Rights Provision; telephone conference with Jeff Bass, Esq	0.70	
11/19/2022	DJD	Review revised Property Protection Provision	0.40	
11/20/2022	DJD	Receipt and review revised easement	0.30	
11/21/2022	DJD	Review edits to easement and property protection provision	1.30	
11/22/2022	DJD	Telephone conference with Mac Serda and Jim Hickey; address easement; review emails	1.20	
11/28/2022	DJD	Continuation of review of access easement; telephone conference with Jeff Bass, Esq. telephone conference with Jim Hickey.	1.30	
		FOR CURRENT SERVICES RENDERED	10.10	2,525.00

RECAPITULATION			
TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
D.J. Doody	10.10	\$250.00	\$2,525.00

TOWN OF HILLSBORO BEACH

Development (Related)

Page: 2
11/30/2022
ACCOUNT NO: 1182-1200993
STATEMENT NO: 44617

TOTAL CURRENT WORK

2,525.00

BALANCE DUE

\$2,525.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE



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TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile
Hillsboro Beach FL 33062

Attn: Sherry Henderson

Page: 1
11/30/2022
ACCOUNT NO: 1182-1200997
STATEMENT NO: 44618

adv. William Thomas

			HOURS	
10/31/2022	DJD	Telephone conference with Alejandra Benjamin, Esq	0.20	
11/08/2022	DJD	Telephone conference with Town Manager and insurance counsel	0.40	
		FOR CURRENT SERVICES RENDERED	0.60	150.00
		RECAPITULATION		
	TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
	D.J. Doody	0.60	\$250.00	\$150.00
	TOTAL CURRENT WORK			150.00
	BALANCE DUE			<u>\$150.00</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
1210 Hillsboro Mile
Hillsboro Beach FL 33062

Attn: Sherry Henderson

Page: 1
11/30/2022
ACCOUNT NO: 1182-1200998
STATEMENT NO: 44619

Development (BH3)

			HOURS	
10/27/2022	DJD	Revise Amended Development Order	0.30	
10/31/2022	DJD	Prepare for hearing on amendment to conditional use	0.70	
11/01/2022	DJD	Address terms of Amendment to Development Order with Debbie Orshefsky, Esq.	0.40	
11/03/2022	DJD	Draft Development Order; telephone conference with Debbie Orshefsky, Esq.	0.70	
11/07/2022	DJD	Draft Third Amendment to Development Order	1.00	
11/08/2022	DJD	Revise Development Order	0.80	
11/09/2022	DJD	Finalize Development Agreement	0.90	
11/11/2022	DJD	Revise Development Order	0.30	
		FOR CURRENT SERVICES RENDERED	5.10	1,275.00

TIMEKEEPER		RECAPITULATION		TOTAL
		HOURS	HOURLY RATE	
D.J. Doody		5.10	\$250.00	\$1,275.00

TOTAL CURRENT WORK 1,275.00

BALANCE DUE \$1,275.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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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: Sherry Henderson

Page: 1
11/30/2022
ACCOUNT NO: 1182-1200999
STATEMENT NO: 44620

Petition for Destruction of Contraband

				HOURS	
10/31/2022	SMS	Review/draft Certification of Destruction and correspondence related to destruction.		0.60	
	SMS	Correspondence and review related to certification of destruction.		0.30	
11/01/2022	SMS	Discussion on filing and letter to Judge.		0.10	
		FOR CURRENT SERVICES RENDERED		1.00	250.00
RECAPITULATION					
TIMEKEEPER			HOURS	HOURLY RATE	TOTAL
Sean M. Swartz			1.00	\$250.00	\$250.00
TOTAL CURRENT WORK					250.00
BALANCE DUE					<u>\$250.00</u>

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE



Hillsboro Beach Police Monthly Report

To: Town Manager, Mac Serda
 From: Police Chief, Jay Szesnat
 Subject: October 2022 Monthly Report

Patrol Snapshot:

Activity	Current Month	Sept 2022	Oct 2021
Contacts			
Motor Vehicle	169	147	56
Crosswalk	199	179	37
Marine Unit	100	101	107
Beach Unit	0	0	10
Cyclists	162	192	95
Arrests	3	3	0
Service			
Alarms	12	10	10
Assist Other Agency	4	6	7
Dogs on Beach/Animal	2	6	7
Vessel	13	7	11
Noise	0	1	3
Open Doors	5	3	4
Police Assists	112	101	84
Domestic/Disturbances	1	2	1
Sick/Injured	12	10	10
Crash	1	0	0
Trespassing	1	0	17
Security Checks	6818	7500	5456
Total Calls	272	249	261

Investigations Snapshot:

Sept 2022 (new)	Actively Working	Inactivated/Cleared
Burglary Storage #223105	Grand Theft (#221299)	Burglary Storage (#223105)
Petit Theft (#223099)	Death Investigation (#211267)	
Petit Theft (#223227)	Stolen Vehicle (#202724)	
Burglary Conv (#223295)	Fraud (#220561)	
Grand Theft (#223183)		
Information (#223222)		

Personnel News:

October Notable Events:

On October 6th our HBPD Officers conducted a traffic stop in the 900 block of Hillsboro Mile. Officers ran a computer check on the vehicle's driver, they determined his license was not valid and he had an active warrant for his arrest out of Palm Beach County. The capias (warrant) was for Battery and confirmed. The subject was taken into custody and transported to the Broward Sheriff's Office Main Jail.

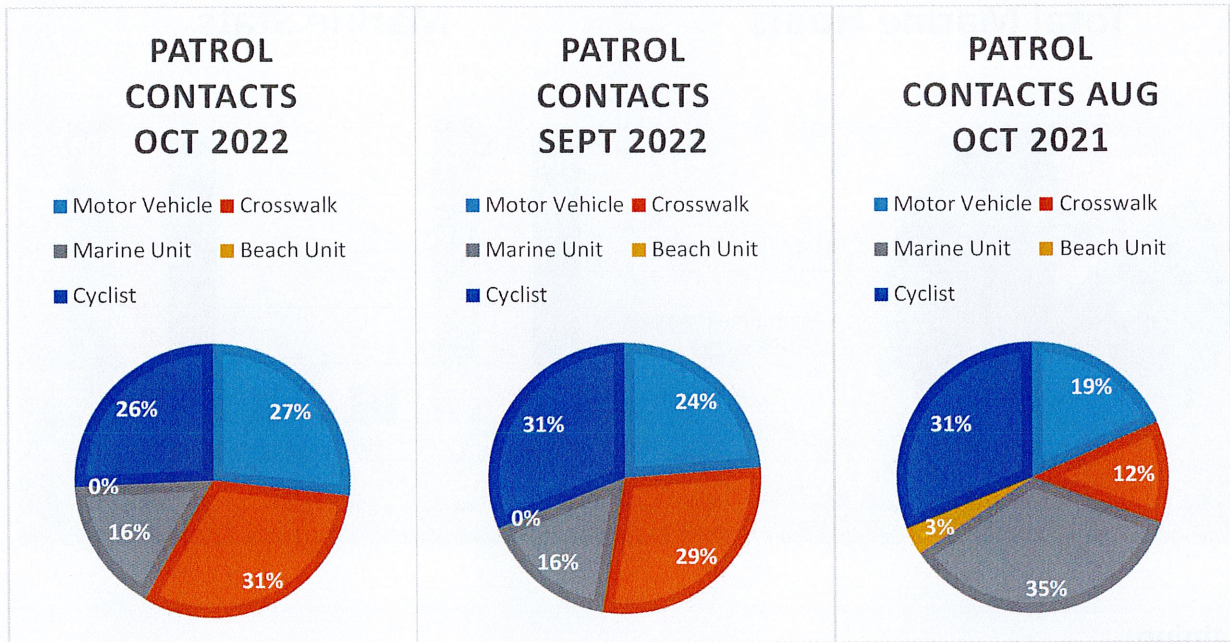
On October 15th our HBPD Officers on patrol located a pedestrian who was down on the ground in the 1200 block of Hillsboro Mile. The W/F pedestrian was experiencing some symptoms of heat exhaustion and complained of chest pains. Officers kept her stable until Broward Sheriff's Office Fire Rescue arrived and she was then transported to the hospital.

On October 19th our HBPD Officers on patrol located an apparent homeless person seeking shelter in the 900 block of Hillsboro Mile. Officers ran a computer check on the subject's driver's license, and determined he had an active warrant for his arrest out of Escambia County. The capias (warrant) was confirmed for Larceny and Burglary of a Conveyance. The subject was taken into custody and transported to the Broward Sheriff's Office Main Jail.

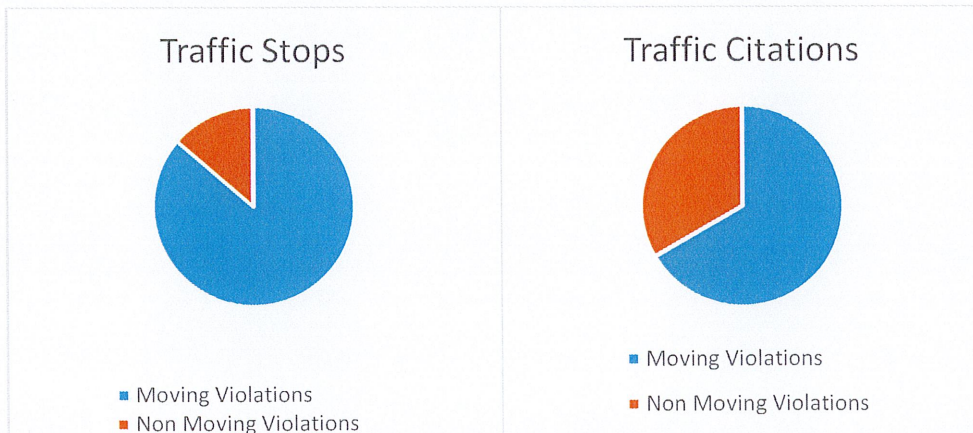
On October 25th our HBPD Officers responded to a call in reference to single vehicle crash on the Pompano side of the Hillsboro Inlet Bridge. The vehicle had crashed into the bridge wall. Broward County Sheriff's Fire Rescue and a BSO Deputy responded to the scene. We rendered assistance and cleared the scene.

Patrol Services:

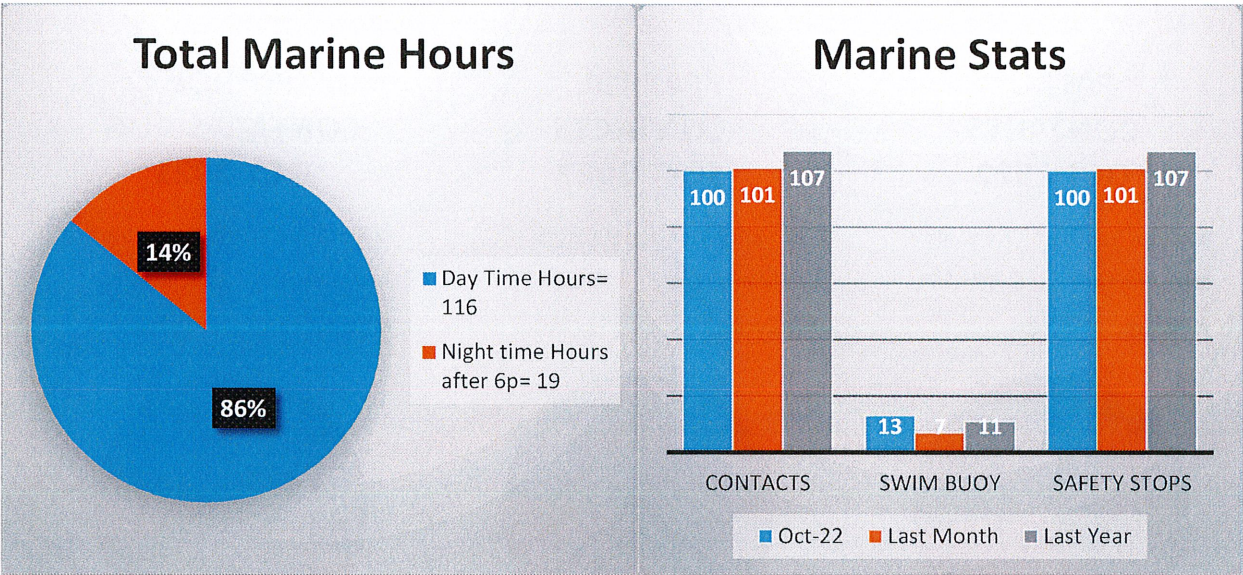
Contacts:



Traffic:



Marine/Beach Patrol:



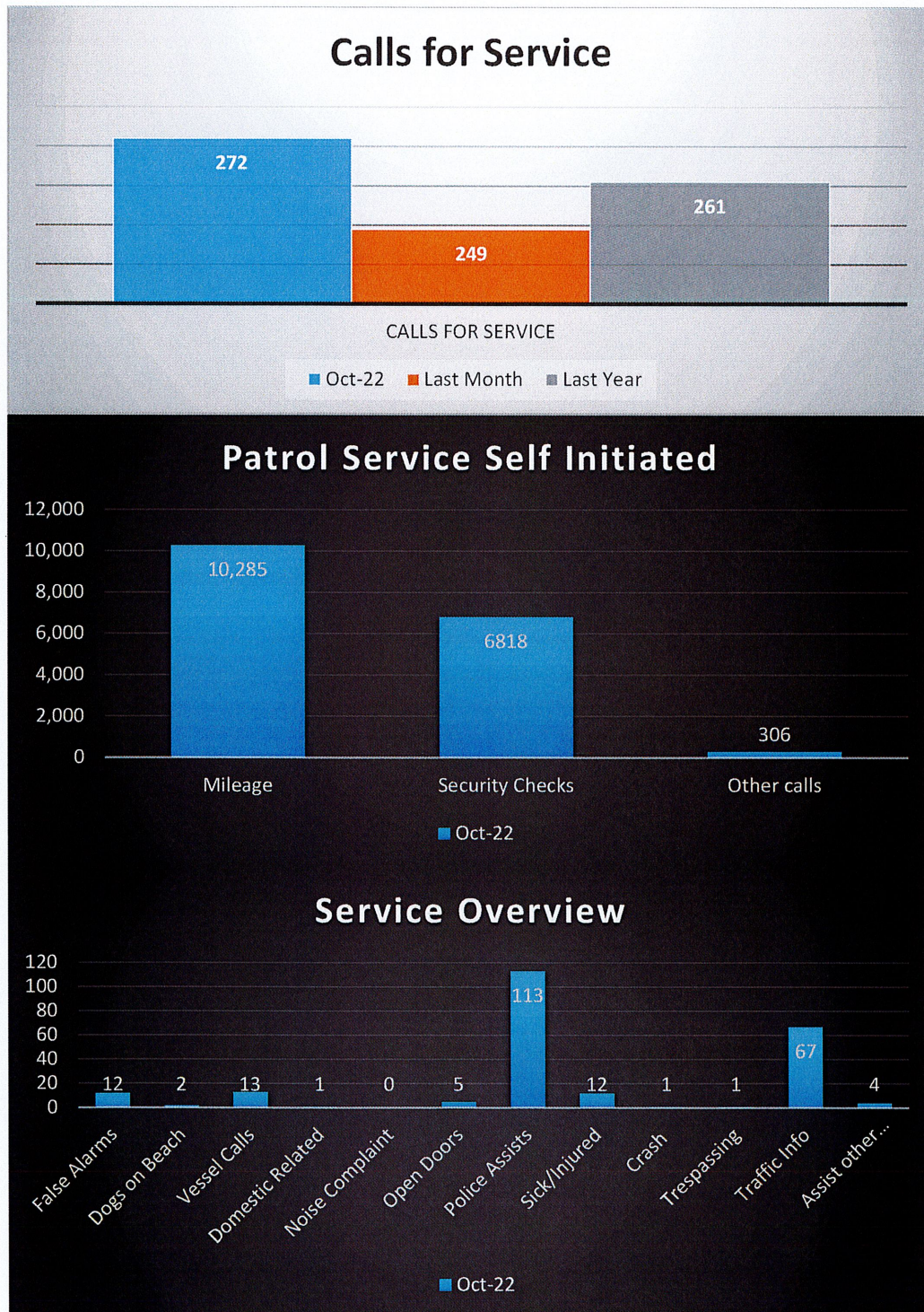
Training:

Police Law Institute (Online): Report Writing, Evidence, and Line-up Guide

Power DMS Topics: Landlord Tenant Law

Letters:

Overall Calls for Service:





**1210 Hillsboro Mile
Hillsboro Beach, FL 33062**

TOWN OF HILLSBORO BEACH

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

TO: Mayor Deb Tarrant and Commission
FROM: Steve Mitchell, Building Official
DATE: November 17, 2022
SUBJECT: October 2022 - Building Department Report

Permits have been issued for the Sales Center at the Related Group project. Site clearing and civil work has begun, and a large percentage of the building materials for the structure are on-site.

Opal Towers West has received permits and started repairs on the roof that was damaged by fire on July 4th, 2021. Permits for the interior repairs are ready to issue, contingent on approval of a new fire alarm system by BSO Fire.

There is reportedly movement in the legislature to again modify the 40-year (now 25/30 year) Building Safety Program. It seems that many coastal communities are struggling to identify the 3-mile demarcation line (used for inclusion under the 25-year rule) on a building-by-building basis. The likelihood is that all buildings will move to a 30-year schedule, regardless of coastal proximity.

You may have noticed that Patesha Johnson is no longer at our front desk, she has joined the CGA code enforcement team to advance her career. We are grateful for her contributions to our team, and wish her well in her new endeavor. We are very fortunate to have convinced Ivan Wong, an experienced permit technician from our Pembroke Pines office, to join us on the Hillsboro Beach team and share his experiences from a full-sized building department.

Respectfully Submitted,

Steven Mitchell

Building Official | Chief Electrical Inspector
Building Code Services | Town of Hillsboro Beach

Calvin, Giordano & Associates, Inc.



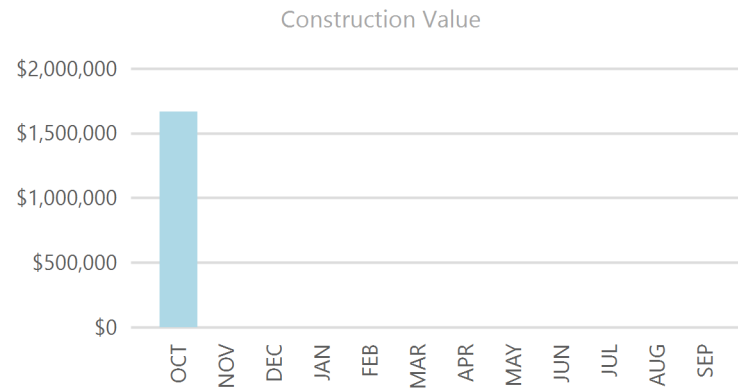
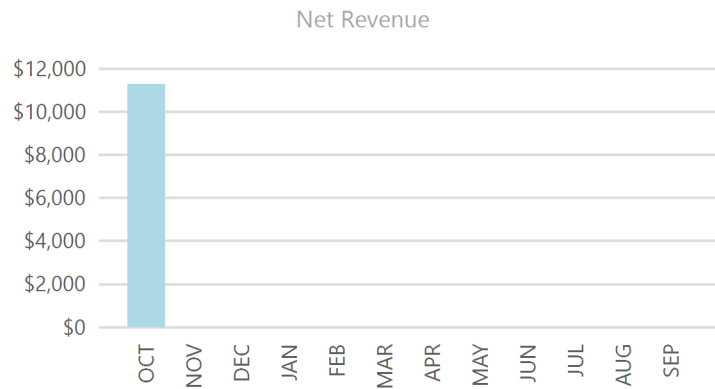
1210 Hillsboro Mile | Hillsboro Beach FL 33062
Office: 954.427.4011 | Fax: 954.427.4834 | Cell: 954.592.5057
Fort Lauderdale | Miami-Dade | West Palm Beach | Clearwater/Tampa | Estero | Port St. Lucie



**Town of Hillsboro Beach
Building Department
Summary Report**

**Start Date: 10/1/2022
End Date: 10/31/2022**

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Construction Value	\$1,668,536	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Building Permit Fees	\$47,224	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fire & Zoning Fees	\$4,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenue	\$51,424	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CGA Expense	\$40,141	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Town Revenue	\$11,284	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0



Sep	YTD
\$0	\$1,668,536
\$0	\$47,224
\$0	\$4,200
\$0	\$51,424
\$0	\$40,141
\$0	\$11,284



**Town of Hillsboro Beach
Building Department
Finance Report**

**Start Date: 10/1/2022
End Date: 10/31/2022**

	Permit Fees	Town Revenue	Fire Fees	Zoning Fees	Admin Fees	CGA Revenue	BORA	DBPR	DCA
MTD	\$47,224.35	\$7,083.65	\$1,350.00	\$2,850.00	\$500.00	\$40,140.70	\$892.24	\$698.18	\$489.16
YTD	\$47,224.35	\$7,083.65	\$1,350.00	\$2,850.00	\$500.00	40,140.70	\$892.24	\$698.18	\$489.16



**Town of Hillsboro Beach
Building Department
Permit Report**

**Start Date: 10/1/2022
End Date: 10/31/2022**

Permit Type	# Issued	Building Permit Fees
ANTENNAS, POLE & TOWERS	1	1,345.00
BOAT LIFT	1	1,256.01
COMMERCIAL A/C CHANGE OUT	1	250.00
COMMERCIAL BACKFLOW	2	250.00
COMMERCIAL FIRE ALARM	1	1,149.64
COMMERCIAL PAVING/DRIVEWAY/ WALKWAY/PATIO	1	3,310.11
COMMERCIAL RE-ROOF	5	4,673.14
RESIDENTIAL A/C CHANGE OUT	14	1,971.40
RESIDENTIAL ADDITION	2	4,541.54
RESIDENTIAL ALTERATION	9	6,827.42
RESIDENTIAL DOCK	1	1,396.50
RESIDENTIAL DRIVEWAY CONCRETE	1	477.00
RESIDENTIAL ELECTRICAL MISCELLANEOUS	2	250.00
RESIDENTIAL GAS TANK	1	95.00
RESIDENTIAL LOW VOLTAGE	1	125.00
RESIDENTIAL NEW ROOF	1	95.00
RESIDENTIAL RE-ROOF	1	386.50
RESIDENTIAL SWIMMING POOL/SPA	2	6,443.75
RESIDENTIAL WINDOWS/DOORS/SHUTTERS	24	12,286.34
SINGLE FAMILY RESIDENCE	1	95.00
	72	\$47,224.35



**Town of Hillsboro Beach
Building Department
Issued Permits Report**

**Start Date: 10/1/2022
End Date: 10/31/2022**

Folio #	Permit #	Date Issued	Job Address	Job Sub Division	Construction Value
RESIDENTIAL ALTERATION					
484308CM0400	22348664-0	10/3/2022	1169 HILLSBORO MILE (UNIT 501)		\$22,500.00
484308BC0510	22349012-0	10/19/2022	1237 HILLSBORO MILE (UNIT 609)	PORT DE MER CONDO	\$26,000.00
484308AH0380	22349019-0	10/19/2022	1149 HILLSBORO MILE (UNIT 410)	OPAL TOWERS	\$36,800.00
484308CH0720	22349188-0	10/26/2022	1167 HILLSBORO MILE (UNIT 514)	OVERLOOK CONDO	\$120,144.00
Grand Total					\$205,444.00



**Town of Hillsboro Beach
Building Department
Activity Report**

**Start Date: 10/1/2022
End Date: 10/31/2022**

Discipline	Total # of Inspections	Plan Review	Permits Applied
Building	105	44	24
Electrical	39	23	13
Plumbing	45	25	12
Mechanical	14	15	10
Fire	6	9	5
Zoning	0	8	6
Totals	209	124	70



**Town of Hillsboro Beach
Building Department
Plan Review Times Report**

**Start Date: 10/1/2022
End Date: 10/31/2022**

	Number of Reviews	Average Days In Review	Most Days In Review
Completed Reviews	131	6.01	25.95



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

Code Compliance Summary Report

From 10/1/2022 To 10/31/2022 Corridor (All Corridors)

Case Totals for Period

Cases Open at Start of Period	35
Cases Opened During Period	2
Cases Opened as result of Complaint	2
Cases Closed During Period	21
Cases Closed due to compliance	20
Cases Open at End of Period	16
Inspections	1
Reinspections	22
Total	23
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	35	2	2	21	20	16
Total	35	2	2	21	20	16



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

Code Compliance Summary Report

From 10/1/2022 To 10/31/2022 Corridor (All Corridors)

Inspections by Officer

Officer	Inspections	Reinspections	Total
B. Pita/N/A	1	18	19
S. Lowe/-	0	4	4
Total	1	22	23

Summary of Cases Opened by Incident Type

Incident Type	Number
Vacation Rental Registration	1
Zoning Violation	1
Total	2

Revenue Summary

	Period Start	During Period	Period End
Total Fines Assessed	\$703,500.00	\$62,000.00	\$765,500.00
Total Payments	\$0.00	\$0.00	\$0.00
Balance	\$703,500.00		\$765,500.00



Case Action Report*

From 10/1/2022 To 10/31/2022 Corridor (All Corridors)

<u>Date Issue</u>	<u>Incident Type</u>	<u>Site Address</u>	<u>Status</u>	<u>Documents Issued</u>		
8/22/2022	Artificial Lighting Regulations	1237 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 605	Closed	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				8/22/2022	Complaint	B. Pita
				9/15/2022	Courtesy Notice	B. Pita
				10/31/2022	Affidavit of Compliance	
8/30/2022	Requirements for marine turtle protection.	901 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Closed	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				9/13/2022	Complaint	B. Pita
				9/15/2022	Courtesy Notice	B. Pita
				10/31/2022	Affidavit of Compliance	
8/30/2022	Requirements for marine turtle protection.	923 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Closed	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				9/13/2022	Complaint	B. Pita
				9/15/2022	Courtesy Notice	B. Pita
				10/31/2022	Affidavit of Compliance	
8/30/2022	Requirements for marine turtle protection.	931 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Closed	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				9/13/2022	Complaint	B. Pita
				9/15/2022	Courtesy Notice	B. Pita
				10/31/2022	Affidavit of Compliance	
8/30/2022	Requirements for marine turtle protection.	939 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Closed	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				9/13/2022	Complaint	B. Pita
				9/15/2022	Courtesy Notice	B. Pita
				10/31/2022	Affidavit of Compliance	
8/30/2022	Requirements for marine turtle protection.	953 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Closed	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				9/13/2022	Complaint	B. Pita
				9/15/2022	Courtesy Notice	B. Pita
				10/31/2022	Affidavit of Compliance	
8/30/2022	Requirements for marine turtle protection.	955 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Closed	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				9/13/2022	Complaint	B. Pita
				9/15/2022	Courtesy Notice	B. Pita
				10/31/2022	Affidavit of Compliance	
8/30/2022	Requirements for marine turtle protection.	971 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Closed	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				9/13/2022	Complaint	B. Pita
				9/15/2022	Courtesy Notice	B. Pita
				10/31/2022	Affidavit of Compliance	
8/30/2022	Artificial Lighting Regulations	987 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Closed	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				9/13/2022	Complaint	B. Pita
				9/15/2022	Courtesy Notice	B. Pita
				10/31/2022	Affidavit of Compliance	
8/30/2022	Requirements for	1009 HILLSBORO MILE, HILLSBORO BEACH,	Closed	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>

*Cases included in this report are those where the owner was first cited within the date range and corridor specified



Case Action Report*

From 10/1/2022 To 10/31/2022 Corridor (All Corridors)

	marine turtle protection.	FL 33062		9/13/2022	Complaint	B. Pita
				9/15/2022	Courtesy Notice	B. Pita
				10/31/2022	Affidavit of Compliance	
8/30/2022	Requirements for marine turtle protection.	1013 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Closed	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				9/13/2022	Complaint	B. Pita
				9/15/2022	Courtesy Notice	B. Pita
				10/31/2022	Affidavit of Compliance	
8/30/2022	Requirements for marine turtle protection.	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Closed	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				9/13/2022	Courtesy Notice	B. Pita
				9/13/2022	Complaint	B. Pita
8/30/2022	Requirements for marine turtle protection.	1041 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Closed	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				9/13/2022	Complaint	B. Pita
				9/15/2022	Courtesy Notice	B. Pita
				10/31/2022	Affidavit of Compliance	
8/30/2022	Artificial Lighting Regulations	1051 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Closed	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				9/13/2022	Courtesy Notice	B. Pita
				9/13/2022	Complaint	B. Pita
				10/31/2022	Affidavit of Compliance	
8/30/2022	Requirements for marine turtle protection.	1063 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Closed	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				9/13/2022	Complaint	B. Pita
				9/15/2022	Courtesy Notice	B. Pita
				10/31/2022	Affidavit of Compliance	
8/30/2022	Requirements for marine turtle protection.	1069 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Closed	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				9/13/2022	Complaint	B. Pita
				9/15/2022	Courtesy Notice	B. Pita
				10/31/2022	Affidavit of Compliance	
8/30/2022	Requirements for marine turtle protection.	1073 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Closed	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				9/13/2022	Complaint	B. Pita
				9/15/2022	Courtesy Notice	B. Pita
				10/31/2022	Affidavit of Compliance	
9/22/2022	Building Permit Required	1043 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 17D	Closed	<u>Date Issue</u>	<u>Type</u>	<u>Officer Assigned</u>
				9/22/2022	Courtesy Notice	B. Pita
				9/22/2022	Complaint	B. Pita
				10/31/2022	Affidavit of Compliance	

*Cases included in this report are those where the owner was first cited within the date range and corridor specified

All Open Cases As of November 18, 2022

	Incident Type	Owner	Site Address	Date Created
1	Fire Inspection	COMMON AREA	1221 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	11/9/2022
2	Tide Water Seawall King Tide Criteria	MEDZ LLC	997 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	5/5/2022
3	Building Permit Required	PASCALE, ROBERT DAVID , ROBERT DAVID PASCALE REV LIV TR	1035 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 32 #Unit #B	7/28/2022
4	Building Permit Required	THAW, STACIE E	1230 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 208	3/28/2022
5	Building Permit Required	BONCI,KARA BONCI,TIMOTHY	1150 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 514	3/22/2022
6	Building Permit Required	RONEMUS,DAVID SCHNEIDER,SUSAN LYNN	1057 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 713	1/12/2022
7	Building Permit Required	DEL PICO,STEPHEN E & CAROL-ANN	1150 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 302	1/4/2022
8	Landscape Violation	WINTER SUN INVESTMENTS LLC	1206 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	9/30/2021
9	Property Maintenance	WINTER SUN INVESTMENTS LLC	1205 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 101	8/30/2021
10	Nuisance	MILLIONAIRE PORTFOLIO GROUP LLC	1150 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 812	1/10/2021



TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item: Update on State Road A1A Mobility Project

Submitting Dept: Town Clerk, Sherry Henderson, Town Clerk

Agenda Date: December 6, 2022

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: None