Town of Hillsboro Beach Commission Meeting Agenda

October 1, 2024
9:00 AM

Established 1939

MAYOR
Honorable Dawn Miller

VICE MAYOR
Honorable Barbara Baldasarre

COMMISSIONERS
Honorable Jane Reiser
Honorable David A. Ravanesi
Honorable Vinnie Andreano

TOWN MANAGER
Mac Serda, ICMA-CM

TOWN ATTORNEY
Donald J. Doody

TOWN CLERK
Sherry D. Henderson, CMC

HILLSBORO BEACH TOWN HALL
1210 Hillsboro Mile
Hillsboro Beach, FL 33062
954-427-4011

www.TownofHillsboroBeach.com

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile, Hillsboro Beach, Florida 33062

October 1, 2024 | 9:00 AM

REGULAR TOWN COMMISSION MEETING AGENDA

MAYOR DAWN MILLER
VICE MAYOR BARBARA BALDASARRE
COMMISSIONER JANE REISER
COMMISSIONER DAVID RAVANESI
COMMISSIONER VINNIE ANDREANO

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

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

I. APPROVAL OF MINUTES

A. September 4, 2024 First FY25 Budget Public Hearing

II. PRESENTATIONS

III. SITE PLAN REVIEW

A. PUBLIC HEARING - Authorized Agent for Property Owner is Seeking Approval for Amendments to Site Plan Originally Approved on 7/11/2023 for Property Located at 1085 Hillsboro Mile, Hillsboro Beach, FL 33062. (Tabled 7/9/2024, request postponement 12/3/2024)

Owner: Land Banc Trust
Property Owner: Morris Flancbaum
Staff: Graham Long, Development Planner, CG&A
Address: 1085 Hillsboro Mile, Hillsboro Beach, FL 33062
Date of Original Site Plan Approval: Development Order Granted and Issued 7/11/2023

IV. ORDINANCES

A. Ordinance No. 2024-05 PUBLIC HEARING (SECOND READING, Tabled 9/10/2024)
Construction Site Management to Include Sodding of Vacant Lots and Designation of Development Review Official

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER 12 ENTITLED "LAND DEVELOPMENT CODE", BY AMENDING SECTION 12-2 ENTITLED "DEVELOPMENT REVIEW ADMINISTRATION", PROVIDING FOR THE DESIGNATION OF A DEVELOPMENT REVIEW OFFICIAL (DRO); PROVIDING FOR AN AMENDMENT TO SECTION 12-50 ENTITLED

"CONSTRUCTION SITE MANAGEMENT" TO REQUIRE SODDING OF VACANT LOTS IN THE TOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

B. Ordinance No. 2024-06 PUBLIC HEARING (THIRD READING)
Coastal Dune Conservation District

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER 12 ENTITLED "LAND DEVELOPMENT CODE", BY AMENDING SECTION 12-100 ENTITLED "IN GENERAL" TO CREATE A NEW DISTRICT ENTITLED "COASTAL DUNE CONSERVATION DISTRICT" ; PROVIDING FOR THE CREATION OF A NEW DISTRICT WHICH SHALL COMPRISE THE DESCRIBED LANDS, SITUATE, LYING AND BEING IN HILLSBORO BEACH IN BROWARD COUNTY, FLORIDA, PROVIDING FOR DISTRICT REGULATIONS; PROVIDING FOR THE PURPOSE OF THE DISTRICT; PROVIDING FOR QUALIFYING DEVELOPMENTS; PROVIDING FOR PERMITTED USES; PROVIDING FOR HEIGHT REGULATIONS FOR BOTH THE EAST SIDE AND WEST SIDE OF A1A; PROVIDING FOR PARKING AND YARD REGULATIONS; PROVIDING FOR EXCLUSIONS TO YARD REGULATION; PROVIDING FOR AREA AND DENSITY REGULATION BASED ON PLOT SIZE, AREA DENSITY, AND GROUND COVERAGE; PROVIDING OPEN AREA REGULATIONS; PROVIDING FOR FLOOR AREA REGULATIONS; PROVIDING FOR EMERGENCY POWER REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

C. Ordinance No. 2024-07 PUBLIC HEARING (SECOND READING)
Prohibit Gas Powered Leaf Blowers

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER 6 ENTITLED "GARBAGE AND TRASH DISPOSAL" BY SPECIFICALLY AMENDING ARTICLE VI ENTITLED "NUISANCES"; PROVIDING FOR THE REGULATIONS ON THE USE OF LEAF BLOWERS; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

D. Ordinance No. 2024-08
Require Digital Photographs of Existing Structures to Be Submitted As Part of the Construction Site Management Plan (Demolition). (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 AMENDING SECTION 12-50 ENTITLED "CONSTRUCTION SITE MANAGEMENT"; PROVIDING FOR DIGITAL PHOTOGRAPHS OF ALL STRUCTURES PRESENT ON A LOT PRIOR TO ANY DEMOLITION ACTIVITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE

E. Ordinance No. 2024-09 Require Renderings Be Submitted with Site Plan Review Applications. (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 AMENDING SECTION 12-48 ENTITLED "APPLICATION FOR FINAL SITE PLAN APPROVAL"; PROVIDING FOR RENDERINGS REFLECTING IMPROVEMENTS ON PROPOSED SITE PLANS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

V. DISCUSSION & POSSIBLE ACTION

VI. RESOLUTIONS & CONTRACTS

A. Resolution No. 2024-41
Resolution of the Town of Hillsboro Beach Mayor and Commissioners Approving and Adopting a Fee to Allow for Alternative Plans Review and Inspections for Private Providers to Provide Plan Review and Building Inspections In Lieu of the Building Department, per Florida Statute 553.791 and Authorize the Appropriate Town Officials to Update the Town's Comprehensive Fee Schedule.

B. Resolution No. 2024-42
Resolution of the Hillsboro Beach Mayor and Commissioners Authorizing the Appropriate Town Officials to Execute Agreement with Port Consolidated, Inc. for Unleaded and Diesel Fuel Piggybacking on the City of Pompano Beach, Florida Same Terms and Conditions of RFP No. E-03-22 Unleaded Gasoline & Diesel Fuel for Southeast Florida Governmental Purchasing Cooperative Group.

C. Resolution No. 2024-43
Resolution of the Town of Hillsboro Beach Mayor and Commissioners Authorizing the Appropriate Town Officials to Execute the Agreement Between Broward County and the Town of Hillsboro Beach for the Enhanced Marine Law Enforcement Grant Program FY 2024/2025.

VII. CONSENT

A. INVOICES FOR APPROVAL

CG&A	Invoice #719912	August 2024	$35,004.86	
LSF	Invoice # 24-0831-26	August 2024	$5,649.27	
GCDE	Invoice #61661	Aug/Sept 2024	$6,572.60	(General Matters)
GCDE	Invoice #61663	Aug/Sept 2024	$1,050.00	(Crusco/Doherty ORD)
GCDE	Invoice #61662	Aug/Sept 2024	$90.00	(Development-Releated)

VIII. BEACH REPORT

IX. STAFF UPDATES

A. Police Department
Jay Szesnat, Police Chief

B. Building Department
George Folles, Building Official, CG&A

C. Code Compliance
Bernard Pita, Code Compliance Director, CG&A

X. TOWN MANAGER REPORT

A. Music on the Green, featuring Patti & Jozay - 10/10/2024
FREE Shred, Electronic Recycle, Blood Drive & more - 10/26/2024
Christmas Tree & Menorah Lighting Holiday Program - 12/5/2024

XI. TOWN ATTORNEY REPORT

XII. TOWN COMMISSION COMMENTS/REPORTS

XIII. PUBLIC COMMENTS

XIV. ADJOURNMENT

UPCOMING MEETINGS AND EVENTS

A.

Coffee With A Cop (surviving an active assailant)	Wed Oct 9, at 2pm
Music on the Green	Thu Oct 10, at 7pm

Shred, Electronic Recycle, Blood Drive & more!	Sat Oct 26, at 9am
General Election	Tue Nov 5, 7am-7pm
Commission Meeting	Tue Nov 12, at 9am
Holiday Program	Thu Dec 5, at 5:30pm

RULES OF DECORUM

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

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

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

DRAFT

MINUTES
TOWN OF HILLSBORO BEACH
BUDGET PUBLIC HEARING

MONDAY **SEPTEMBER 4, 2024** **5:01 P.M.**

CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE

Mayor Dawn Miller called the meeting to order at 5:01 p.m. Roll was called with the Commission members and staff present as listed below.

Town Commission:
Mayor Dawn Miller
Vice Mayor Barbara Baldasarre
Commissioner Jane Reiser
Commissioner Vinnie Andreano
Commissioner David A. Ravanesi

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

I. PUBLIC HEARING

A. Resolution No. 2024-31 Consideration to Approve and Adopt the Tentative Millage Rate for General Operations for Fiscal Year 2024-2025

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH ADOPTING A TENTATIVE MILLAGE RATE OF 3.50 FOR GENERAL OPERATING BUDGET PURPOSES FOR FISCAL YEAR 2024-2025; PROVIDING FOR THE ESTABLISHMENT OF AND SETTING FORTH THE DATE, TIME AND PLACE OF THE PUBLIC HEARING TO FORMALLY ADOPT THE FISCAL YEAR 2024-2025 MILLAGE RATE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Stephen Bloom, Finance Director, provided an overview of the Fiscal Year 2025 (FY25) budget process and gave a brief *PowerPoint* presentation outlining the proposed FY25 Millage Rate. He stated the total FY25 budget as proposed was unchanged since the budget discussed at the July 23rd Special Commission Meeting. He reviewed high level assumptions, including:

- FY25 budget was developed using the FY24 service levels at a starting point.
- General Fund contingency of $125,000 is available for individual initiatives, future projects, and retention. Water Fund contingency is $10,000.
- Total General Fund budget increased $517,540 over FY24.
- Total Water Fund operations budget increased by $56,817.
- Water Fund billings – No FY25 rate change; future rate changes will be required to fund operational, debt service, and capital project requirements.
- $409,451 of General Fund cash reserves will be required to fund beach loan principal and interest payments. $26,396 of Water Fund cash reserves will be required to fund the new beach project. The Water Fund will require a bank loan of $650,000 to fund capital projects.
- There are no new staff positions planned.

Continuing, Mr. Bloom explained the budget was based on a flat Millage Rate of 3.50 mils. He stated that rate was 6.23 percent higher than the roll back rate of 3.2947 mils. He reviewed the General Fund and special revenue funds individually and provided brief analysis of the proposed Millage Rate.

Mayor Miller noted the health insurance rate was not yet available and asked if the budgeted amount was a conservative estimate. Mr. Bloom advised that a 15 percent increase had been contemplated. Mr. Serda added that quotes would be available in October for review by the Commission in November.

Vice Mayor Baldasarre asked if there would be a sunset on the Water Fund debt service surcharge. Mr. Bloom explained the surcharge would sunset when the loan was paid off. Mr. Serda advised this was scheduled for 2038.

Mr. Serda summarized, noting no change was recommended in the tax rate. He stated his office was working on procuring a bid for the beach renourishment planned for FY25, and costs were expected to come in between $5 million and $6 million. He advised that a Request for Proposals (RFP) was currently open for the portable water storage tank at the water plan, which was expected to cost approximately $1.6 million. He reviewed additional projects planned, including bocce and a planning room to be funded by the Building Fund.

Mayor Miller opened a public hearing on the item.

John Carlson, 975 Hillsboro Mile, asked if there was someone assigned to budget cuts.

Mayor Miller stated the Commissioners and staff are always looking for ways to cut the budget and are responsible for ensuring spending is under control.

Mr. Carlson asked that the Commission consider cutting the donations line item. He asserted that donations to 501(c)3 charities are tax deductible on personal tax forms, but citizens lose that deduction when the Commission votes to donate tax dollars. He commented that the Town was forcing residents to donate to charities they do not have a choice in. He thanked the Commission for doing their due diligence and argued that the Lighthouse Preservation or the Coast Guard was not doing their job in protecting the landmark and should be held accountable. He discussed maintenance issues with the lighthouse. He noted the Area Council on Aging of Broward County sends the Town an invoice for its donation, which is a donation to a government organization, and asked that the organizations be asked to solicit donations directly from the citizens.

Mayor Miller closed the public hearing.

Mr. Serda advised that the Town contributes $5,000 annually to the Lighthouse Preservation Society, and the resident is correct that the organization is a 501(c)3. He commented on restoration projects and fundraising efforts currently underway. He stated the other contribution is $3,500 to the organization which provides Meals on Wheels and other senior services, and the Town receives an accounting of the number of Lighthouse Point residents served. He noted the Town receives a number of requests for support.

Mayor Miller stated she understood Mr. Carlson's point as to the tax implications of a government entity donating to a charity. She noted the Town looks closely at the requests for contributions.

Motion made by Commissioner Ravanesi, seconded by Commissioner Andreano, to adopt a Tentative Millage Rate of 3.50. In a roll call vote, the **motion** passed unanimously. (5-0)

Mr. Doody read the Resolution by title only. He stated the rate of 3.50 was 6.23 percent higher than the roll back rate of 3.2947 mils.

Motion made by Commissioner Ravanesi, seconded by Commissioner Andreano, to adopt Resolution 2024-31. In a roll call vote, the **motion** passed unanimously. (5-0)

Mr. Bloom announced September 16, 2024, at 5:01 p.m. as the time and date of the public hearing to set the final Millage Rate.

B. Resolution No. 2024-32 Consideration to Approve and Adopt the Tentative Budget for Fiscal Year 2024-2025

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, ADOPTING A TENTATIVE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2024; DETERMINING AND FIXING THE AMOUNTS NECESSARY TO CARRY ON THE GOVERNMENT OF THE TOWN FOR THE

ENSUING YEAR; DETERMINING THE AMOUNT OF APPLICABLE FUNDS ON HAND; ESTIMATING RECEIPTS AND EXPENDITURES FOR ALL FUNDS, EXHIBIT "A"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Bloom advised that the FY25 tentative budget was 26.3 percent or $3.8 million higher than the FY24 budget and included the beach project.

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

Mr. Doody read the Resolution by title only.

Motion made by Commissioner Ravanesi, seconded by Commissioner Reiser, to adopt Resolution 2024-32. In a roll call vote, the **motion** passed unanimously. (5-0)

II. ANNOUNCE FINAL BUDGET PUBLIC HEARING

Mr. Serda highlighted the progress represented in the budget toward providing solutions for the Town. He commented that the beach renourishment would include 87 percent reimbursement. He stated the Commission was changing the course of the Town for generations with the water plant clear well. He thanked staff for their tremendous work and the Commission for their leadership. The Mayor and Commissioners recognized Mr. Serda and Ms. Henderson for their efforts.

Mayor Miller announced that the second and final budget public hearing was scheduled for Monday, September 16, 2024, at 5:01 p.m.

III. ADJOURNMENT

Motion made by Commissioner Ravanesi, seconded by Commissioner Andreano, to adjourn the meeting at 5:43 p.m. In a roll call vote, the **motion** passed unanimously. (5-0)

ADOPTED THIS _____ DAY OF _____, 2024

By: _____
Dawn Miller, Mayor

ATTEST:

_____
Sherry D. Henderson, CMC Town Clerk

DRAFT

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

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

Agenda Item Cover Memo

Agenda Item: 1085 Hillsboro Mile, Hillsboro Beach, FL 33062
Extension of Site Plan Approval and Amendment to Final Site Plan

Submitting Dept: Town Clerk

Agenda Date: October 1, 2024

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1. BACKGROUND / HISTORY

Property Owner, Mr. Morris Flancbaum is seeking an extension of Site Plan approval and an amendment to the Final Site Plan. This matter was on the September 10, 2024 Regular Town Commission Meeting agenda but not presented.

2. CURRENT ACTIVITY

Mr. Morris Flancbaum has requested a postponement for both the variance request and request for an extension of Site Plan Approval and an amendment to the Final Site Plan, to allow additional time to work with town staff to present the best option(s). Mr. Flancbaum requests this matter be presented at the December 3, 2024 meeting to be considered for approval.

3. FINANCIAL IMPACT

none

4. RECOMMENDATION

Postpone the meeting until 12/3/2024.

1085 HM Site Plan Amendment

TOWN OF HILLSBORO BEACH
1210 HILLSBORO MILE, HILLSBORO BEACH, FL 33062
PHONE (954) 427-4011 • FAX (954) 427-4834
www.townofhillsborobeach.com

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DEVELOPMENT APPLICATION

Submittal Date: 6/7/24 Zoning Board Meeting Date: _____

Property Control #_____ Town Commission Meeting Date: July 9, 2024

PROPERTY OWNER(S)		AUTHORIZED AGENT	
NAME: Land Banc Trust		NAME: Morris Flanchaum	
ADDRESS: 1085 Hillsboro Mile		ADDRESS: 1085 Hillsboro Mile	
PHONE: 561-245-8242	CELL: 732-330-5000	PHONE: 732-330-5000	CELL: "
E-MAIL: haideembca@gmail.com	FAX:	E-MAIL: haideembca@gmail.com	FAX:

APPLICANT'S CERTIFICATION

(I) Morris Flanchaum (owner), (architect) or (authorized agent) affirm and certify that I understand and will comply will all provisions and regulations of the Town of Hillsboro Beach Florida. I certify that all drawings and specifications for buildings or structures costing $5,000 or over for commercial buildings or $10,000 for residential building must be drawn or verified by a state registered architect or engineer and his seal of office imprinted thereon. Additionally, I certify that the drawings that the drawings and specifications show full compliance and do fully comply with the Zoning Code. I understand that if any drawings or specifications are not in full compliance, the application will be rejected. If approved by the Town, the aforementioned real property described herein will be considered, in every respect, to be a part of the Town of Hillsboro Beach and will be subjected to all applicable laws, regulations, taxes and police powers of the Town including the Comprehensive Plan and Zoning Code. I further certify that all statements and diagrams submitted herewith are true and accurate to the best of my knowledge and belief. Further, I understand that this Application and attachments become part of the Official Records of the Town of Hillsboro Beach, Florida, and are not returnable.

_____ Signature

Morris Flanchaum
Print Name

STATE OF FLORIDA, COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on this 6 day of June 20 24, by Morris Flanchaum as owner for 1085 Hillsboro Mile

Personally know ✓ or has produced identification _____. Type of Identification _____

Diana Bless
Notary Signature

Diana Bless
Print Notary Name

DIANA BLESS
Notary Public
State of Florida
Comm# HH426289
Expires 7/26/2027

CHECK BELOW WHERE APPLICABLE

	FINAL PLAT - $1,000.00		REZONING - $3,500.00
	LAND USE PLAN AMENDMENT - $3,500.00	✓	SITE PLAN REVIEW - $2,000.00
	PRELIMINARY PLAT - $1,000.00		VARIANCE – $1,050.00

Hillsboro Beach Town Code Sec. 12.1.3d provides for the collection of service charges or fees, consultant review fees, etc. for the administrative processing and review of applications for development permits submitted to the Town for review and approval. The owner, architect or other authorized agents are urged to attend the Zoning Board of Appeals and Town Commission meetings. Each applicant must familiarize himself with the criteria and procedures. **If all required information is not presented with this application by the submittal date, the project will not be placed on the agenda for review and consideration.** PLEASE NOTE: THE FEES LISTED ABOVE ARE **ADMINISTRATIVE FEES ONLY**. YOU WILL BE BILLED BY THE TOWN OF HILLSBORO BEACH FOR ANY AND ALL ADDITIONAL EXPENSES WHICH WILL BE INCURRED BY THE TOWN THROUGH THE SERVICES OF THE TOWN ENGINEER/PLANNER, LEGAL ADVERTISING, REBUTTALS, CONSULTATION AS WELL AS POSTAGE FOR MAILINGS AND COURIER SERVICES RELATED TO YOUR PROJECT.

Items Required for Submittal: Must be submitted **30 days prior** to the Town Commission Meeting date.

1. This application and all applicable fees
2. Narrative letter describing the request
3. Letters from each adjoining property owners (with approvals, if possible) – Variance Application only
4. Approval letter from the Association and minutes (when applicable)
5. Agent's authorization letter (when applicable)
6. 1 electronic copy and 2 signed and sealed – Plans are to be standard architectural size
7. 1 set of plans for the City of Deerfield Fire Inspector / Plans Examiner (when applicable)

Code References: (All sections are available for viewing and printing n the website)

- Chapter 12 – Division 1. General Provisions
- Chapter 12 – Division 2. Development Review Requirements
- Chapter 12 – Division 3. Platting and Subdivision Regulations
- Chapter 12 – Division 4. Site Plan Procedures & Requirements
- Chapter 12 – Division 5. Zoning

GENERAL DATA

Project Location: 1085 Hillsboro Mile District: _____

Proposed Zoning: RS-2

Existing Comprehensive Plan Designation: Single Family Residence

Proposed Comprehensive Plan Designation: Single Family Residence

Existing Land Use: Single Family Residence

Proposed Land Use: Single Family Residence

Total Site Area: 69,499 Sq. Ft. 1.6 Acres

Flood Zone Category: VE, X

Is site currently serviced by public water? Yes ☑ No ☐

Is site currently serviced by public sewer? Yes ☑ No ☐

Describe briefly the nature of any improvements presently located on the subject property. 5-Bedroom home with pool, garage, generator and LP tanks.

Describe the type of operation or business proposed; or the proposed construction. See attached

Estimated construction cost: $425,000.00

Describe in detail the phasing of the proposed development. See attached

State the reasons or basis for the Approval request, and explain why this request is consistent with good planning and zoning practice, will not be contrary to the Town's Comprehensive Plan, and will not be detrimental to the promotion of public appearance, comfort, convenience, general welfare, good order, health, morals, prosperity, and safety of the Town. Additionally, all standards set forth in the Town Code of Ordinances must be addressed. (Attach a separate Justification Statement if insufficient space.)

The requested improvements are to accommodate badly needed additional parking. The current driveway was constructed awkwardly with a generator in the middle of the drive which is dangerous and prevents utilizing the space safely and efficiently.

Has any previous Application been filed within the last year in connection with the subject property?

Yes ☑ No ☐ If yes, briefly describe the nature of the Application. Addition to the rear of the home (not started or completed) and artificial turf to the rear.

Has a site plan been previously approved by the Town Commission for this property?

Yes ☑ No ☐ If yes, please note date of previous approval. 8/8/23

(A) Every general contractor or other person being issued a building permit, shall deposit with the Town Clerk a bond in the amount of $500 per each $100,000 with a minimum of $1,000 for any complete new building or an addition to existing building. The bond shall be in the form of a cashier's check.

(B) By the deposit of the funds the contractor authorizes the Town of Hillsboro Beach, through its proper officials, to expend all or any portion of the bond to effect cleanup, during and after construction, if not satisfactorily performed by the contractor or person. Subsequent to the satisfactory cleanup of the vicinity of the construction, unused funds in whole or in part will be refunded to the contractor or person.

(C) (1) It shall be the duty of the general contractor or other person receiving the permit to see that the premises and adjoining public areas shall be policed at all times during and after construction to prevent debris from being discarded on adjoining properties.

(2) The DRO or the DRO's designate shall certify in writing to the Town Commission his or her determination and recommendation. The building plans and specifications shall be approved by the Town Commission prior to the issuance of a building permit. (1976 Code, CH. 12, Div. 5, Art. XV § 9)

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Describe proposed construction:

Construction of a small one-story addition on the west side of the house well within the setback lines.

A subterranean (basement level) garage entrance will be constructed on the North side where the existing drive is located.

A second drive will be constructed on the South side of the property to access current level drive and parking area.

The house generator and LP fuel tanks will be relocated to a safer location, as the generator is currently located in the center of the drive where it can be easily damaged.

All front retaining walls will be removed and replaced with new walls, as well as new landscaping, artificial turf, pavers, and gates.

Detail the phasing of development:

1. Site work demo and staging- Install silt fencing, install erosion rock, removal of landscaping, walls, driveway, and gates.
2. Removal and re-installation of drainage
3. Install helical piles and construct concrete walls.
4. Construct small first floor addition.
5. Backfill and pour new concrete driveway subbase.
6. Install pavers to driveway.
7. Install Landscape final grade.
8. Installation of landscape and artificial turf per plans. Addition of irrigation as needed.
9. Add landscape lighting.
10. Construct and finish new retaining walls.
11. Install new gates.
12. Disconnect, relocate, and reconnect generator and LP tanks.

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DEVELOPMENT APPLICATION
Land Banc Trust
1085 Hillsboro Mile

NARRATIVE LETTER DESCRIBING THE REQUEST

The project entails the removal and replacement of the front walls, vegetation, drive, and parking areas. The new front parking area will have two driveways rather than one.

There will also be a small one-story addition to the west side of the house.

The generator, currently located in the middle of the drive, and LP tanks will also be relocated to a safer location.

The current parking configuration is inadequate and unsafe for the quantity of vehicles needed for a 5- bedroom home along with the various vendors required to maintain the property: pool maintenance, landscaping, general property maintenance, staff, etc.

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JUN 07 2024

HOLD TO LIGHT TO VIEW TRUE WATERMARK IN PAPER - HEAT SENSITIVE RED LOCK DISAPPEARS WHEN HEATED

1195

LAND BANC TRUST
2200 NW CORPORATE BLVD STE 317
BOCA RATON, FL 33431

CHASE
JPMorgan Chase Bank, N.A.
www.Chase.com
55-233/212

6/6/2024

PAY TO THE ORDER OF Town of Hillsboro Beach $ **2,000.00

Two Thousand and 00/100********** DOLLARS

Town of Hillsboro Beach

Security features. Details on back.

AUTHORIZED SIGNATURE

MEMO

Site Plan Review- 1085 Hillsboro Beach

[redacted]

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: **Ordinance No. 2024-05 PUBLIC HEARING (SECOND READING, Tabled 9/10/2024) Construction Site Management to Include Sodding of Vacant Lots and Designation of Development Review Official**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER 12 ENTITLED "LAND DEVELOPMENT CODE", BY AMENDING SECTION 12-2 ENTITLED "DEVELOPMENT REVIEW ADMINISTRATION", PROVIDING FOR THE DESIGNATION OF A DEVELOPMENT REVIEW OFFICIAL (DRO); PROVIDING FOR AN AMENDMENT TO SECTION 12-50 ENTITLED "CONSTRUCTION SITE MANAGEMENT" TO REQUIRE SODDING OF VACANT LOTS IN THE TOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

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

Agenda Date: **October 1, 2024**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:

1. Sun-Sentinel Ad
2. DRO SOD Ordinance revised 9.11.24 using version from July (00620012xC4B6A) (002)

Order ID: 7697303

* Agency Commission not included

GROSS PRICE * : $125.49

PACKAGE NAME: SSC_Notice of Public Meeting

Order ID: 7697303

* Agency Commission not included

GROSS PRICE * : **$125.49**

PACKAGE NAME: SSC_Notice of Public Meeting

Product(s): Sun Sentinel, Affidavit, Floridapublicnotices.com, Classified.ss.com_Legal
AdSize(s): 1 Column
Run Date(s): Friday, September 20, 2024
Zone: Full Run
Color Spec. B/W

Preview

Order ID: 7697303

* Agency Commission not included

GROSS PRICE * : $125.49

PACKAGE NAME: SSC_Notice of Public Meeting

TOWN OF HILLSBORO BEACH, FLORIDA
PUBLIC HEARING
OCTOBER 1, 2024, AT 9:00 AM
ORDINANCE NO. 2024-05
SOD VACANT LOTS & DEV REVIEW OFFICIAL

NOTICE IS HEREBY GIVEN that prior to the Town of Hillsboro Beach Commission's consideration of the Second Reading of Ordinance No. 2024-05 a PUBLIC HEARING will be held on Tuesday, October 1, 2024, at 9:00 a.m. in 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. 2024-05

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER 12 ENTITLED "LAND DEVELOPMENT CODE", BY AMENDING SECTION 12-2 ENTITLED "DEVELOPMENT REVIEW ADMINISTRATION", PROVIDING FOR THE DESIGNATION OF A DEVELOPMENT REVIEW OFFICIAL (DRO); PROVIDING FOR AN AMENDMENT TO SECTION 12-50 ENTITLED "CONSTRUCTION SITE MANAGEMENT" TO REQUIRE SODDING OF VACANT LOTS IN THE TOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

All interested parties may appear at said meeting in-person at Town Hall 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.

Zoom meeting Log-in details available on website.

Sherry D. Henderson, CMC Town Clerk
TOWN OF HILLSBORO BEACH, FLORIDA
09/20/2024 7697303

ORDINANCE NO. 2024-_____-05

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER 12 ENTITLED "LAND DEVELOPMENT CODE", BY AMENDING SECTION 12-2 ENTITLED "DEVELOPMENT REVIEW ADMINISTRATION", PROVIDING FOR THE DESIGNATION OF A DEVELOPMENT REVIEW OFFICIAL (DRO); PROVIDING FOR AN AMENDMENT TO SECTION 12-50 ENTITLED "CONSTRUCTION SITE MANAGEMENT" TO REQUIRE SODDING OF VACANT LOTS IN THE TOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission hereby finds it is in the best interest of the Town to amend the Town Code of Ordinances, by amending Chapter 12 entitled "Land Development Code"; and

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

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

SECTION 2. Chapter 12 entitled "Land Development Code" of the Code of Ordinances is hereby amended by amending Section 12-2 entitled "Development Review Administration" as follow:

Sec. 12-2. - Development review administration.

The Town Commission shall designate ~~a paid town staff person~~ ~~the~~ ~~Town Manager~~ ~~to act as~~ the Development Review Official (DRO) or a designee who shall be responsible for the coordination, review, issuance and enforcement of development orders as set forth in this article. The ~~designated party, the~~ Development Review Official (DRO), will be responsible for:

(A)Accepting and processing applications for development permits;
(B)Reviewing applications for completeness;
(C)Initiating development review procedures;
(D)Coordinating the review of applications for development permits;
(E)Delineating areas of noncompliance with the town's development requirements;
(F)Defining steps necessary to bring permit applications into compliance with development requirements; and
(G)Issuing development orders in compliance with the requirements and procedures of this article.
(H)(i)Reasonable service charges, fees and attorney's fees, shall be collected for the administrative processing and review of applications for development permits submitted to the town for review and approval. Prior to preliminary discussions or the submittal of a development application by any developer, the Town Manager may request from the developer or property owner an initial deposit estimated by he/she to recover costs to be incurred by the town for legal, building, planning and zoning, traffic and any other consultant's costs related to the preliminary discussions or the application for development. The schedule of service charges, fees, and attorney's fees to be collected shall be established by resolution of the Town Commission.
(ii)In addition to the service charges, fees and/or attorney's fees collected above, the town shall impose a consultant fee for the various costs attributable to the use by the town of outside consultants for reviewing and processing development approval requests. Such consultant fees shall

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be equal to the various costs of the outside fee consultant time expended and actual expenses, including, but not limited to, advertising, xeroxing and long-distance phone calls. The town will establish a schedule for initial deposits of the development approval applicants. A financial account will be established for each development approval application. Depending on the review process required, additional deposits may be required. The financial account will remain active during the development review period and extending for two months beyond the granting of a development order. At that time, any remaining funds will be returned to the applicant. The town and its outside consultants will maintain adequate financial records depicting charges of hours and expenses.

(1976 Code, § 12.1.2; Ord. 2021-02 , § 2, passed 3-2-2021)

SECTION 3. Section 12-4 entitled "Development review procedures" is amended as follows:

Any application for a development permit required or authorized under this Code of ordinances shall require an effective development order to be granted by the Town Commission ~~or the Development Review Official (DRO)~~ prior to issuance of the development permit. The DRO shall be the central intake point for filing all applications and supporting documents for development permits. Except as otherwise provided in this article, the following procedures shall govern the review of applications for development permits subsequent to filing.

SECTION 4. Section 12-50 entitled "Construction site management", is amended by creating (d)(6) which shall read as follows:

(D) *Grading plan*; grading and surface water management standards.

(6) If a construction site management plan indicates a lot(s) are to remain vacant for a period of time exceeding ninety (90) days after demolition or other improvements are made, the section of the lot(s) consisting of open soil or sand shall be covered with sod, as defined in section 12-391. Sod shall remain on these sections of lots until a new construction site management plan is approved by the Town Commission and construction on the lot(s) has commenced.

(7) Sod shall be placed as groundcover on the section of a lot(s) consisting of open soil or sand beginning ninety (90) days after the issuance of a demolition permit by the Building Official, if no building permit has been issued for the same lot within that time.

SECTION 5. 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 6. That all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with this Ordinance are repealed to the extent of such conflict.

SECTION 7. 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

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and the word "Ordinance" may be changed to "Section," "Article," or such other word or phrase in order to accomplish such intention.

SECTION 8. This Ordinance shall be effective fifteen (15) days after its passage and adoption by the Town Commission of the Town of Hillsboro Beach.

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

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

TOWN OF HILLSBORO BEACH, FLORIDA

_____,
Dawn Miller, Mayor

ATTEST:

By: _____
Sherry D. Henderson, CMC

APPROVED AS TO FORM:

_____
Donald J. Doody, Town Attorney

CODING: Words in ~~struck through~~ type are deletions from existing law; Words in <u>underlined</u> type are additions.

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: **Ordinance No. 2024-06 PUBLIC HEARING (THIRD READING)**
Coastal Dune Conservation District

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER 12 ENTITLED "LAND DEVELOPMENT CODE", BY AMENDING SECTION 12-100 ENTITLED "IN GENERAL" TO CREATE A NEW DISTRICT ENTITLED "COASTAL DUNE CONSERVATION DISTRICT" ; PROVIDING FOR THE CREATION OF A NEW DISTRICT WHICH SHALL COMPRISE THE DESCRIBED LANDS, SITUATE, LYING AND BEING IN HILLSBORO BEACH IN BROWARD COUNTY, FLORIDA, PROVIDING FOR DISTRICT REGULATIONS; PROVIDING FOR THE PURPOSE OF THE DISTRICT; PROVIDING FOR QUALIFYING DEVELOPMENTS; PROVIDING FOR PERMITTED USES; PROVIDING FOR HEIGHT REGULATIONS FOR BOTH THE EAST SIDE AND WEST SIDE OF A1A; PROVIDING FOR PARKING AND YARD REGULATIONS; PROVIDING FOR EXCLUSIONS TO YARD REGULATION; PROVIDING FOR AREA AND DENSITY REGULATION BASED ON PLOT SIZE, AREA DENSITY, AND GROUND COVERAGE; PROVIDING OPEN AREA REGULATIONS; PROVIDING FOR FLOOR AREA REGULATIONS; PROVIDING FOR EMERGENCY POWER REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

Submitting Dept: **Town Clerk, Sherry Henderson, Town Clerk**
Agenda Date: **October 1, 2024**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. 06 - Coastal Dune Conservation Ord Revised for Third Reading 9.11.24 (00620026)

2. Sun Sentinel

ORDINANCE NO. 2024-06

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER 12 ENTITLED "LAND DEVELOPMENT CODE", BY AMENDING SECTION 12-100 ENTITLED "IN GENERAL" TO CREATE A NEW DISTRICT ENTITLED "COASTAL DUNE CONSERVATION DISTRICT" ; PROVIDING FOR THE CREATION OF A NEW DISTRICT WHICH SHALL COMPRISE THE DESCRIBED LANDS, SITUATE, LYING AND BEING IN HILLSBORO BEACH IN BROWARD COUNTY, FLORIDA, PROVIDING FOR DISTRICT REGULATIONS; PROVIDING FOR THE PURPOSE OF THE DISTRICT; PROVIDING FOR QUALIFYING DEVELOPMENTS; PROVIDING FOR PERMITTED USES; PROVIDING FOR HEIGHT REGULATIONS FOR BOTH THE EAST SIDE AND WEST SIDE OF A1A; PROVIDING FOR PARKING AND YARD REGULATIONS; PROVIDING FOR EXCLUSIONS TO YARD REGULATION; PROVIDING FOR AREA AND DENSITY REGULATION BASED ON PLOT SIZE, AREA DENSITY, AND GROUND COVERAGE; PROVIDING OPEN AREA REGULATIONS; PROVIDING FOR FLOOR AREA REGULATIONS; PROVIDING FOR EMERGENCY POWER REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission find that it is in the best interests of the residents of the Town of Hillsboro Beach to consider the proposed text amendments to the Code of Ordinances as submitted to the Town by a property owner in its capacity as a private party;

WHEREAS, the Town Commission hereby finds it is in the best interest of the Town to amend the Town Code of Ordinances as submitted by a private party, by amending Chapter 12 entitled "Land Development Code"; and

WHEREAS, the Town Commission finds and acknowledges the importance of maintaining the integrity of the natural coastal dunes as well as native barrier island landscape species existing within the Town;

WHEREAS, coastal dunes and native plant species are essential to maintaining the natural balance of the barrier island upon which the Town of Hillsboro Beach is located.

WHEREAS, it is a goal and objective of the Town Commission to strike a balance between measured development and the preservation and expansion of the unique ecosystem consisting of the coastal dune system as it presently exists in Hillsboro Beach;

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

CODING: Words in ~~struck through~~ type are deletions from existing law; Words in <u>underlined</u> type are additions.

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

SECTION 2. Chapter 12 entitled "Land Development Code" of the Code of Ordinances is hereby amended by amending Section 12-100 and Section 12-102 and by the creation Section 12-115 to be entitled "**Coastal Dune Conservation District**" as follow:

ARTICLE IV. – DISTRICTS AND GENERAL REGULATIONS THEREOF

Sec. 12-100. - In general.

In order to regulate and restrict the location and use of buildings and land for residents; to regulate and restrict the height and size of buildings hereafter erected or structurally altered; to regulate the size of yards and open spaces and the density of population, the Town of Hillsboro Beach is hereby divided into districts of which there shall be ~~5~~ 6 in number known as:

(A) RS-2; single-family residential district;

(B) RM-16; multiple-family dwelling residential district with 3-story maximum limit;

(C) RM-30; multiple-family dwelling residential district with 7-story maximum limit;

(D) RPC; private club multiple-family dwelling residential district ocean and intracoastal sides east and west of State Highway A1A;

(E) PRC; private recreation—conservation district; ~~and~~

(F) CF; community facilities district~~.~~; and

(G) CD; coastal dune conservation district.

SECTION 3. Section 12-107 entitled "Annexation of Territory" is deleted in its entirety and is replaced as follows:

Section 12-107. CD District Regulations.

(A) *Purpose*. The intent and purpose of creating a Coastal Dune Conservation District (CD) is to implement the Town's legislative priority of protecting its beaches and existing dune system both of which are essential to the barrier island upon which the Town of Hillsboro Beach is located. To accomplish this objective, the Coastal Dune Conservation District is designed to protect and preserve environmentally sensitive lands that exist within the Town by providing the ability for property owners to develop their lands while promoting the preservation of space and the creation of conservation areas and preserving the integrity of the Town's vitally important environmental coastal resources. To accomplish these objectives, the CD District requires the preservation of existing conservation areas, the

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development and extension of the existing dune system and important natural resources, greater setbacks and open space all in exchange for greater height than allowed within the Town's other zoning districts. Because the heights authorized and setbacks required by this district are best suited for larger parcels, the district is only appropriate for developments comprising of five (5) gross acres of land or more. The land under common ownership on the east and west sides of SR A1A is eligible for this zoning district even where the conservation area is solely located on lands east of SR A1A.

(B) *Qualifying Developments*. The CD District is appropriate for developments constructed in whole or in part on land meeting the following requirements:

(1) Designated as "Residential Medium" on the Town's Future Land Use Map; and

(2) Includes a Local Area of Particular Concern ("LAPC") as designated on the Nature Resource Map Series of the Broward County Land Use Plan consisting of thirty (30%) percent or more of the land to be rezoned or, alternatively the designation of a conservation easement in favor of Broward County or the Town of Hillsboro Beach consisting of thirty (30%) percent or more of land to be rezoned; and

(3) Shall be no less than five (5) gross acres or more.

(C) *Uses Permitted*. Those uses permitted within the CD shall be those uses as allowed within the RM-16 Multiple-Family Residential Dwelling District, including any uses permitted accessory thereto including accessory structures, recreational uses, private amenities, and docks and piers as described in Sec. 12-141.

(D) *Height Regulations*. For property on the east side of SR A1A, no building or structure shall be erected or altered to a height exceeding 130 feet above the dune elevation and shall not exceed ten (10) stories above the existing dune elevation or dune system to be created. For property located on the west side of SR A1A, no building or structure shall be erected or altered to a height exceeding 35 feet and shall not exceed 3 stories above the roadway crown elevation of SR A1A adjacent to the property.

(1) *Exclusions*. The height limitations of this article shall not apply to: master radio or television antennae, chimneys, flag poles, or elevator components.

(2) *Decorative Features*. Purely decorative features such as cupolas, towers, railings, not including signs, nor containing any living areas and not covering more than 20 percent of the roof area may be erected to an additional height not to exceed 15 feet, provided that the overall height of the building or structure shall not exceed 145 feet for property on the east side of SR A1A and 50 feet for property on the west side of SR A1A.

(3) *Shade Features and Landscaping*. Pergolas (or similar shade features), planters, and landscaping shall be exempt from the 20 percent roof area limitation set forth in D(2) above.

(E) *Parking Regulations*. Shall be the same as described in Sec. 12-143 as amended from time to time which is incorporated by reference into this section.

(F) *Yard Regulations*. For purposes of yard calculations within the CD District, given the presence of coastal dunes or areas to be designated for coastal dunes within it, grade shall be defined for property on the east side of SR ~~A1~~ A1A as the average dune elevation and for property on the west side of SR A1A as the roadway crown elevation of SR A1A adjacent to the property.

(1) *Exclusions*. The yard regulations of this article shall not apply to:

(a) Master radio or television antennae, chimneys, flag poles, or elevator components.

(b) Purely decorative features such as cupolas, towers, railings, not including signs, nor containing any living areas.

(c) Pergolas (or similar shade features), planters, and landscaping.

(2) *Front Yard*. Every plot shall have a front yard of not less than 100 feet in depth measured from the center line of State Highway A1A for structures more than 15 feet above grade and 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.

(3) *Side Yard*. For property on the east side of SR A1A, there shall be a side yard on each side of the building having a width of not less than 100 feet measured from the roof overhang and a minimum side yard of 35 feet for structures or portions of structures equal to or less than 15 feet above grade. For property on the west side of SR A1A, there shall be a side yard on each side of the building having a width of not less than 25 feet measured from the roof overhang.

(4) *Rear Yard*. No building or part of building shall be erected closer than 15 feet to the easterly right-of-way line of the Intracoastal Waterway, or 15 feet east of any seawall which is erected east of the easterly right-of-way line of the Intracoastal Waterway or easterly beyond the line shown on the plat of easterly building line.

(G) *Area and Density Regulations*.

(1) *Plot Size*. Every plot for a multiple-family residential dwelling shall not be less than 300 feet in width, not less than 100 feet in depth, and contain not less than 217,800 square feet (five acres) in area.

(2) *Plot Area and Density*. Every plot shall have no less than 2,900 square feet of ground area for each multiple-dwelling unit or exceed a maximum gross density of ten (10) dwelling units per acre.

(3) *Ground Coverage*. Ground coverage of building or building above ground, shall not exceed 30 percent of the total area of the plot. Driveways and parking areas which must be paved shall not exceed 15 percent of the total area of plot.

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(4) *Open Area*. Every site plan approved within the CD District shall include:

(a) A minimum of 55 percent of the total area set aside for open recreational and green areas.

(b) A maximum of 15 percent of the total area set aside as a paved recreational area, which will include, but not be limited to swimming pools, pool decks, shuffleboard and ~~tennis~~ racquet courts.

(c) A minimum of 35 percent of the total area shall be set aside as a green area. All green areas shall be planted and maintained in lawn and/or landscaping.

(H) *Floor Area Regulations.* Shall be the same as described in Sec. 12-146 as may be amended from time to time which are incorporated by reference into this section.

(I) *Emergency Power Requirements.* Shall be the same as described in Sec. 12-147 as may be amended from time to time which are incorporated by reference into this section.

(J) *Storage Requirements*. Shall be the same as described in Sec. 12-148 as may be amended from time to time which are incorporated by reference into this section.

(K) *Employee Sanitary Requirements*. Shall be the same as described in Sec. 12-149 as may be amended from time to time which are incorporated by reference into this section.

(L) *Site Plan Approval.* Upon the favorable determination by the planning director that a site plan complies with the requirements of this district, the Commission shall be authorized to approve a site plan together with a rezoning to the CD District.

SECTION 4. 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 5. That all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with this Ordinance are repealed to the extent of such conflict.

SECTION 6. 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 7. This Ordinance shall be effective fifteen (15) days after its passage and adoption by the Town Commission of the Town of Hillsboro Beach.

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

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

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

TOWN OF HILLSBORO BEACH, FLORIDA

_____,
Dawn Miller, Mayor

ATTEST:

By: _____
Sherry D. Henderson, CMC

APPROVED AS TO FORM:
_____
Donald J. Doody, Town Attorney

CODING: Words in ~~struck through~~ type are deletions from existing law; Words in <u>underlined</u> type are additions.

Order ID: 7696326

* Agency Commission not included

GROSS PRICE * : $170.14

PACKAGE NAME: SSC_Notice of Public Meeting

Order ID: 7696326

* Agency Commission not included

GROSS PRICE * : **$170.14**

PACKAGE NAME: SSC_Notice of Public Meeting

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

AdSize(s): 1 Column

Run Date(s): Friday, September 20, 2024

Zone: Full Run

Color Spec. B/W

Preview

TOWN OF HILLSBORO BEACH, FLORIDA
PUBLIC HEARING

TUES., OCTOBER 1, 2024, AT 9:00 AM

ORDINANCE NO. 2024-06
COASTAL DUNE CONSERVATION DISTRICT
THIRD READING

NOTICE IS HEREBY GIVEN that prior to the Town of Hillsboro Beach Commission's consideration of the Third Reading of Ordinance No. 2024-06 a PUBLIC HEARING will be held on Tuesday, October 1, 2024, at 9:00 a.m. in 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. 2024-06

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER 12 ENTITLED "LAND DEVELOPMENT CODE", BY AMENDING SECTION 12-100 ENTITLED "IN GENERAL" TO CREATE A NEW DISTRICT ENTITLED "COASTAL DUNE CONSERVATION DISTRICT" ; PROVIDING FOR THE CREATION OF A NEW DISTRICT WHICH SHALL COMPRISE THE DESCRIBED LANDS, SITUATE, LYING AND BEING IN HILLSBORO BEACH IN BROWARD COUNTY, FLORIDA, PROVIDING FOR DISTRICT REGULATIONS; PROVIDING FOR THE PURPOSE OF THE DISTRICT; PROVIDING FOR QUALIFYING DEVELOPMENTS; PROVIDING FOR PERMITTED USES; PROVIDING FOR HEIGHT REGULATIONS FOR BOTH THE EAST SIDE AND WEST SIDE OF A1A; PROVIDING FOR PARKING AND YARD REGULATIONS; PROVIDING FOR EXCLUSIONS TO YARD REGULATION; PROVIDING FOR AREA AND DENSITY REGULATION BASED ON PLOT SIZE, AREA DENSITY, AND GROUND COVERAGE; PROVIDING OPEN AREA REGULATIONS;

Order ID: 7696326

* Agency Commission not included

GROSS PRICE * : $170.14

PACKAGE NAME: SSC_Notice of Public Meeting

PROVIDING FOR FLOOR AREA REGULATIONS; PROVIDING FOR EMERGENCY POWER REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

All interested parties may appear at said meeting in-person at Town Hall 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.

Zoom meeting Log-in details available on website.

Sherry D. Henderson, CMC Town Clerk
TOWN OF HILLSBORO BEACH, FLORIDA
9/20/24 7696326

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: **Ordinance No. 2024-07 PUBLIC HEARING (SECOND READING)**
Prohibit Gas Powered Leaf Blowers

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER 6 ENTITLED "GARBAGE AND TRASH DISPOSAL" BY SPECIFICALLY AMENDING ARTICLE VI ENTITLED "NUISANCES"; PROVIDING FOR THE REGULATIONS ON THE USE OF LEAF BLOWERS; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

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

Agenda Date: **October 1, 2024**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:
1. leafblower prohibited 9.11.24 revised (00620013xC4B6A) (002)
2. Sun-Sentinel Ad

ORDINANCE NO. 2024-07

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER 6 ENTITLED "GARBAGE AND TRASH DISPOSAL" BY SPECIFICALLY AMENDING ARTICLE VI ENTITLED "NUISANCES"; PROVIDING FOR THE REGULATIONS ON THE USE OF LEAF BLOWERS; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission hereby finds it is in the best interest of the Town to amend the Town Code of Ordinances, by amending Chapter 6 entitled "Garbage and Trash Disposal", more specifically by amending Article VI entitled "Nuisances"; and

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

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

Section 2. Chapter 6 entitled "Garbage and Trash Disposal" of the Code of Ordinances is hereby amended by specifically amending Article VI entitled "Nuisances" as follow:

Sec. 6-132. Landscaping.

(A) All landscaping, including without limitation trees, shrubs, lawns, flower beds, walkways, ground elevations and berms, shall be maintained in a neat, orderly and attractive manner, including necessary irrigation, consistent with the general appearance of the developed portions of the town. Trees and shrubs shall be regularly pruned and not be allowed to become overgrown. Lawns shall be mowed on a regular basis as necessary by the conditions. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any part of the property and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain on any property. Dead and/or diseased plant material shall be removed and replaced with a suitable planting in a prompt manner.

(B) No vegetation shall be permitted to extend into the vehicle, pedestrian or bicycle travel lanes, except for tree canopies, which canopies must maintain height clearance for vehicular, pedestrian and bicycle traffic. Any and all landscape maintenance referenced in this section shall not be undertaken on Saturday or Sunday or on the following legal holidays and only between the hours of 8:00 a.m. and 5:00 p.m. on all other days:

- New Year Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

~~The use of gas operated implements commonly referred to as "leaf blowers" shall be expressly prohibited on Saturdays, Sundays and on the aforementioned listed legal holidays.~~

(C) In the event of an emergency such as a tropical event, the Town Manager shall be authorized to suspend the enforcement of this Section and any other Section of the Town Code of Ordinances to allow for cleanup efforts.

(D) Use of Gas-Powered Leaf Blowers Prohibited

1. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Leaf blower means any air blowing device that uses a concentrated stream of air to push, propel or blow dirt, dust, leaves, grass clippings, trimmings, cuttings, refuse or debris.

2. Regulations on the use of leaf blowers.

The use of gas-powered leaf blowers shall be prohibited within the Town of Hillsboro. Battery and electric-powered leaf blowers may be used within the Town, consistent with the regulations set forth in section 7-93 of the Town Code. Private property owners and landscape maintenance companies are encouraged to operate leaf blowers in a manner that reduces noise generated by the equipment, including, without limitation, by not continuously running equipment and by using equipment that operates at a low decibel range (i.e. 65 dBA or less).

3. Temporary suspension for storm and hurricane cleanup.

In the event of a hurricane, tropical storm, or similar extreme weather event, the Town Manager, in the Town Manager's sole discretion, may temporarily suspend provisions of this article to permit the use of gas-powered leaf blowers for debris cleanup.

4. Enforcement; penalties.

(a) Beginning on October 16, 2024, and extending through January 16, 2025, the Town shall engage in public education efforts to inform residents and landscape maintenance companies of the provisions of this article and to provide assistance with identifying alternatives to gas-powered leaf blowers.

(b) Beginning on January 16, 2024, the Town shall provide for a three (3) month warning period through and including April 16, 2025, during which the code compliance department shall issue written warnings for violations of this article.

(c) Beginning on May 1, 2025, the code compliance department shall fully enforce the provisions of this article.

(d) If a code compliance officer finds a violation of this article, the code compliance officer shall issue a notice of violation to the property owner. The notice shall inform the violator of the nature of the violation, amount of fine for which the violator is liable, instructions and due date for paying the fine, that the violation may be appealed by requesting an administrative hearing before a Special Master within ten (10) calendar days after service of the notice of violation, and that the failure to appeal the violation within ten days of service shall constitute an admission of the violation and a waiver of the right to a hearing.

(e) A violator who has been served with a notice of violation must elect to either:

(1) Pay the following civil fine:

a. First violation within a 12-month period $250.00:

b. Second violation within a 12-month period $500.00:

c. Third or subsequent violation within a 12-month period $1,000.00; or

(2) Request an administrative hearing before the Special Master to appeal the notice of violation, which must be requested within ten (10) calendar days of the service of the notice of violation. The procedures for appeal by administrative hearing of the notice of violation shall be as set forth in section 2-78 of this Code. Applications for hearings must be accompanied by a fee as approved by a resolution of the Town commission, which shall be refunded if the named violator prevails in the appeal.

(f) Failure to pay the civil fine, or to timely request an administrative hearing before the Special Master, shall constitute a waiver of the violator's right to an administrative hearing before the Special Master, and shall be treated as an admission of the violation, for which fines and penalties shall be assessed accordingly.

(g) A certified copy of an order imposing a fine may be recorded in the public records, and thereafter shall constitute a lien upon any real or personal property owned by the violator, which may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the violator's real or personal property, but shall not be deemed to be a court judgment except for enforcement purposes. After three (3) months following the recording of any such lien that remains unpaid, the Town may foreclose or otherwise execute upon the lien for the amount of the lien plus accrued interest.

(h) The Special Master shall be prohibited from hearing the merits of the notice of violation or considering the timeliness of a request for an administrative hearing if the violator has failed to request an administrative hearing within ten (10) calendar days of the service of the notice of violation. The Special Master shall not have discretion to alter the penalties prescribed in this article. Any party aggrieved by a decision of a Special Master may appeal that decision to a court of competent jurisdiction as provided for in Chapter 162 of the Florida Statutes.

Section 3. If any section, subsection, sentence, clause or provision of this Ordinance is held invalid, the .remainder of this Ordinance shall not be affected by such invalidity.

Section 4. That all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with this Ordinance are repealed to the extent of such conflict.

Section 5. It is the intention of the Town Commission of the Town of Hillsboro Beach, that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of Town of Hillsboro Beach, Florida, and the Sections of this ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article," or such other word or phrase in order to accomplish such intention.

Section 6. This Ordinance shall be effective fifteen (15) days after its passage and adoption by the Town Commission of the Town of Hillsboro Beach.

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

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

TOWN OF HILLSBORO BEACH, FLORIDA

_____
Dawn Miller, Mayor

ATTEST:

By: _____
Sherry D. Henderson, CMC

APPROVED AS TO FORM:

_____
Donald J. Doody, Town Attorney

Order ID: 7697192

* Agency Commission not included

GROSS PRICE * : $120.79

PACKAGE NAME: SSC_Notice of Public Meeting

Order ID: 7697192

* Agency Commission not included

GROSS PRICE * : **$120.79**

PACKAGE NAME: SSC_Notice of Public Meeting

Product(s): Sun Sentinel, Affidavit, Floridapublicnotices.com, Classified.ss.com_Legal
AdSize(s): 1 Column
Run Date(s): Friday, September 20, 2024
Zone: Full Run
Color Spec. B/W

Preview

Order ID: 7697192

* Agency Commission not included

GROSS PRICE * : $120.79

PACKAGE NAME: SSC_Notice of Public Meeting

TOWN OF HILLSBORO BEACH, FLORIDA
PUBLIC HEARING
OCTOBER 1, 2024
AT 9:00 AM
ORDINANCE NO. 2024-07
PROHIBIT GAS-POWERED LEAF BLOWERS

NOTICE IS HEREBY GIVEN that prior to the Town of Hillsboro Beach Commission's consideration of the Second Reading of Ordinance No. 2024-07 a PUBLIC HEARING will be held on Tuesday, October 1, 2024, at 9:00 a.m. in 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. 2024-07

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER 6 ENTITLED "GARBAGE AND TRASH DISPOSAL" BY SPECIFICALLY AMENDING ARTICLE VI ENTITLED "NUISANCES"; PROVIDING FOR THE REGULATIONS ON THE USE OF LEAF BLOWERS; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

All interested parties may appear at said meeting in-person at Town Hall 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.

Zoom meeting Log-in details available on website.

Sherry D. Henderson, CMC Town Clerk
TOWN OF HILLSBORO BEACH, FLORIDA
09/20/2024 7697192

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: **Ordinance No. 2024-08**
Require Digital Photographs of Existing Structures to Be Submitted As Part of the Construction Site Management Plan (Demolition). **(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 AMENDING SECTION 12-50 ENTITLED "CONSTRUCTION SITE MANAGEMENT"; PROVIDING FOR DIGITAL PHOTOGRAPHS OF ALL STRUCTURES PRESENT ON A LOT PRIOR TO ANY DEMOLITION ACTIVITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE

Submitting Dept: **Town Clerk, Sherry Henderson, Town Clerk**
Agenda Date: **October 1, 2024**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:
1. Staff Report - 12-50 Photos of structures - 10-1-24
2. Ordinance

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

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

TO:	Mayor Miller and Town Commission
THROUGH:	Mac Serda, Town Manager
FROM:	Graham Long, Planning Consultant
DATE:	October 1, 2024
SUBJECT:	Land Development Code Amendment, to Require Photos of Existing Structures be Submitted as part of a Construction Site Management Plan – First Reading
LOCATION:	Town-wide

This Agenda staff report is regarding an amendment to the Town's Land Development Code by the Town Commission, to require applicants seeking approval of a Construction Site Management Plan to submit as part of their application digital photos of all existing structures present on a site prior to any demolition activities. The Town Commission must hold two readings on this item to be adopted.

Background

Section 12-50 of the Town Code dictates that no development order or building permit be issued without a Construction Site Management Plan being approved by the Town Commission. This requirement applies to all development proposals in all zoning districts, including demolitions. These requirements provide the Town with sufficient knowledge of how a proposed development would occur, addressing construction related issues as well as notice to neighboring properties of the proposals.

As new applications for development have been submitted to the Town Commission, many often involve the demolition of existing structures. This includes both single-family, multi-family and other structures within the Town.

This ordinance would require the submission of digital photographs, from all four cardinal directions (north, south, east, and west) as well as from the vantage point of State Highway A1A, of all structures on a lot, both on the east and west sides of the public highway.

Staff Analysis

The Town's planning consultant assisted in the development of the language included in this ordinance and determined it consistent with best practices, and that it is a common submission requirement in other municipalities. It is in the best interest of the Town to have documentation of all existing structures proposed for demolition. This provides the Town with an historical record of structures that have existed in Town, and an ongoing analysis of changes in the nature of development. It further provides staff and the Town Commission with a visual depiction of the result of new development within the Town and the broader consequences to the aesthetic character of the Town.

Staff Recommendation

The Town planning consultant recommends the Town Commission approve the addition of photographic documentation of structures as a requirement of the Town Code.

State of Florida
Broward County
Town of Hillsboro Beach

1st Reading
10/1/2024 Meeting

ORDINANCE NO. 2024-08

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER 12 ENTITLED "LAND DEVELOPMENT CODE", BY AMENDING SECTION 12-50 ENTITLED "CONSTRUCTION SITE MANAGEMENT"; PROVIDING FOR DIGITAL PHOTOGRAPHS OF ALL STRUCTURES PRESENT ON A LOT PRIOR TO ANY DEMOLITION ACTIVITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town Commission find that it is in the best interests of the residents of the Town of Hillsboro Beach to consider the proposed text amendments to the Code of Ordinances;

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

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

SECTION 2. Chapter 12 entitled "Land Development Code" of the Code of Ordinances is hereby amended by amending Section 12-50 entitled "Construction site management" as follow:

Sec. 12-50. Construction site management.

(A) *Construction site management plan required.* No development order or building permit shall be issued or extended unless a construction site management plan has been submitted and approved by the Town Commission. Persons or entities who intend to make any of the following improvements: lot clearing, grading, stockpiling of soil or sand, demolition, building construction or reconstruction, building alteration or addition, shall designate either a licensed contractor or owner-builder for the purposes of the construction site management requirements. These requirements set minimum standards for the operation of the project site to eliminate or minimize impacts to the site and to the neighborhood to include containment of sand, surface water discharge, erosion of soil or sand, vehicle parking and loading area, traffic control, fencing, placement of materials, safety, neatness and cleanliness.

(B) *Submittal requirements.* The contractor or property owner shall submit a construction site management plan with an application for a development order or building permit which includes the following submittal requirements unless waived by the Building Official:

(1) Location of proposed demolition;

(2) Grading and drainage surface water management plan for street and project site, including:

(a) Drainage plan during construction in compliance with subsection (D) of this section; and

CODING: Words in ~~struck through~~ type are deletions from existing law; Words in <u>underlined</u> type are additions.

(b) Final grading and drainage plan upon completion of construction for the street and project site in compliance with § 16-114 and subsections (D)(4) and (5) of this section.

(3) Parking plan, including:

(a) Location of on-site and abutting parking area;

(b) Off-site parking plan in compliance with subsection (E)(4) of this section and the following:

1. A single access with dimensions;

2. Buffering for adjacent waterways and streets, as approved by the Building Official;

3. A temporary fence location, height and type of fence with screening; and

4. Narrative describing restoration of the lot and hours of operation.

(4) Fencing plan, showing location, height and type of fence with screening or evidence that proposed construction does not warrant a construction fence in compliance with subsection (G)(6) of this section as determined by the Building Official;

(5) Location of construction trailers, loading/unloading area and material storage area;

(6) Location of chemical toilets;

(7) Location of dumpster;

(8) Traffic control plan, showing access with dimensions, area to be stabilized, narrative on phasing of construction with provision of adequate parking and delivery of materials;

(9) Other activities, where special conditions are identified by the Building Official; and

(10) Proof of notice to owners of property within 1,000 feet of the outer limits of the subject property, as listed in the property appraiser's records, at least 21 days prior to commencement of construction. The proof consists of a list of property owners and addresses and a receipt or other proof of mailing. Notice is to include:

(a) A phone number for the contractor where a representative of the qualifier is available whenever construction activities are taking place on site and prior to a storm event;

(b) The after-hours phone number for the town's building and zoning division;

(c) An approximate timetable for construction activities to include any demolition, excavation or pile driving activities; and

(d) An offer to have a licensed engineer or town-approved inspector conduct a pre-construction or pre-demolition site inspection of the adjacent properties prior to commencing any demolition, pile driving, pile drilling or similar activities and on-site seismic monitoring during demolition and construction. At a minimum the inspection is to include a visual record of the neighboring properties, a copy of which shall be given to the neighboring property owner and made available to the town or county on request.

(11) Digital photographs of all structures present on a lot prior to any demolition activities, to be photographed from all four cardinal directions, as well as from the nearest point along State Highway A1A. If a lot shall have parcels located on both the east and west of State

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Highway A1A, photographs shall be taken of all structures present on both the east and west parcels, regardless of where demolition is proposed to occur.

SECTION 4. 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 5. That all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with this Ordinance are repealed to the extent of such conflict.

SECTION 6. 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 7. This Ordinance shall be effective fifteen (15) days after its passage and adoption by the Town Commission of the Town of Hillsboro Beach.

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

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

TOWN OF HILLSBORO BEACH, FLORIDA

_____
Dawn Miller, Mayor

ATTEST:

By: _____
Sherry D. Henderson, CMC
Town Clerk

APPROVED AS TO FORM:

_____
Donald J. Doody, Town Attorney

ORDINANCE NO. 2024-08
Require Digital Photos of Existing Structures for Demolition

RECORD OF TOWN COMMISSION VOTE:

	YES	NO
MAYOR DAWN MILLER	☐	☐
VICE MAYOR BARBARA BALDASARRE	☐	☐
COMMISSIONER JANE REISER	☐	☐
COMMISSIONER DAVID RAVANESI	☐	☐
COMMISSIONER VINNIE ANDREANO	☐	☐

CODING: Words in ~~struck through~~ type are deletions from existing law; Words in underlined type are additions.

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: **Ordinance No. 2024-09 Require Renderings Be Submitted with Site Plan Review Applications.** **(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 AMENDING SECTION 12-48 ENTITLED "APPLICATION FOR FINAL SITE PLAN APPROVAL"; PROVIDING FOR RENDERINGS REFLECTING IMPROVEMENTS ON PROPOSED SITE PLANS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

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

Agenda Date: **October 1, 2024**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:
1. Staff Report - 12-48 Site Plan Renderings - 10-1-24
2. Ordinance

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

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

TO: Mayor Miller and Town Commission
THROUGH: Mac Serda, Town Manager
FROM: Graham Long, Planning Consultant
DATE: October 1, 2024
SUBJECT: Land Development Code Amendment, to Require Renderings Be Submitted for Site Plan Applications – First Reading
LOCATION: Town-wide

This Agenda staff report is regarding an amendment to the Town's Land Development Code by the Town Commission, to require applicants seeking approval of a final site plan to submit as part of their application renderings of the proposed changes to a site. The Town Commission must hold two readings on this item to be adopted.

Background

Section 12-48 of the Town Code dictates the submission requirements for an application for final site plan approval. This final site plan submittal requirement applies to all zoning districts within the town. The code enumerates nine items that shall be included as part of a final site plan application for review. This ordinance would add a tenth requirement requiring the submission of renderings that reflect proposed improvements/changes to a lot, depicted from the vantage point of State Highway A1A.

As new applications for final site plan approval have been submitted and presented before the Town Commission, at times it has been difficult to ascertain exactly the appearance a proposal would present from the vantage point of State Highway A1A. However, many applicants have voluntarily submitted renderings that are helpful to staff and the Town Commission to clearly demonstrate the appearance of proposed site plans from the perspective of the public highway.

This ordinance would require the submission of a visual depiction, or rendering, of the proposed site plan as viewed from State Highway A1A.

The ordinance would also remove an outdated clause of the code specifying the exact type of paper submittal of a site plan that is no longer in common practice for review purposes.

Staff Analysis

The Town's planning consultant assisted in the development of the language included in this ordinance and determined it consistent with best practices, and that it is a common submission requirement in other municipalities. The submission of renderings would greatly help staff and the Town Commission in their review of a final site plan application, to clarify the aesthetic result of such proposals which is not always evident from site plans and their accompanying submittals. Such renderings would provide a clear view of proposals from the public area of State Highway A1A. The additional requirement would not specify exactly how a rendering is depicted, only that it show the view of such proposals from the public highway.

Staff Recommendation

The Town planning consultant recommends the Town Commission approve the addition of the rendering submittal requirement to the Town Code.

ORDINANCE NO. 2024-09

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER 12 ENTITLED "LAND DEVELOPMENT CODE", BY AMENDING SECTION 12-48 ENTITLED "APPLICATION FOR FINAL SITE PLAN APPROVAL"; PROVIDING FOR RENDERINGS REFLECTING IMPROVEMENTS ON PROPOSED SITE PLANS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town Commission find that it is in the best interests of the residents of the Town of Hillsboro Beach to consider the proposed text amendments to the Code of Ordinances;

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

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

SECTION 2. Chapter 12 entitled "Land Development Code" of the Code of Ordinances is hereby amended by amending Section 12-48 entitled "Application for final site plan approval" as follow:

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

(A) *Procedures.* An application for final site plan approval shall be filed and processed pursuant to this section.

(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:

(1) All information required for a preliminary site plan;

(2) Location of trash and garbage disposal system and provisions for accessibility to garbage trucks;

(3) Loading areas and provisions for accessibility to vehicles of the required type;

(4) Areas for emergency vehicles and fire engines, and provisions for accessibility to vehicles of the required type;

(5) Location of all drainage features, and retention areas, if any;

(6) Schematic water and sewer plans; and

(7) A landscape plan demonstrating compliance with applicable landscape regulations;

(8) Location of a proposed or future generator(s);

(9) Location of any type of athletic play area.

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(10) Renderings reflecting improvements on the proposed site plan, from the vantage point of the centerline of State Highway A1A.

SECTION 4. 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 5. That all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with this Ordinance are repealed to the extent of such conflict.

SECTION 6. 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 7. This Ordinance shall be effective fifteen (15) days after its passage and adoption by the Town Commission of the Town of Hillsboro Beach.

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

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

TOWN OF HILLSBORO BEACH, FLORIDA

_____,
Dawn Miller, Mayor

ATTEST:

By: _____
Sherry D. Henderson, CMC
Town Clerk

APPROVED AS TO FORM:

_____
Donald J. Doody, Town Attorney

ORDINANCE NO. 2024-09
Require Renderings be Submitted with Site Plan Review Applications

RECORD OF TOWN COMMISSION VOTE:

	YES	NO
MAYOR DAWN MILLER	☐	☐
VICE MAYOR BARBARA BALDASARRE	☐	☐
COMMISSIONER JANE REISER	☐	☐
COMMISSIONER DAVID RAVANESI	☐	☐
COMMISSIONER VINNIE ANDREANO	☐	☐

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TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
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Phone: (954) 427-4011
www.townofhillsborobeach.com

Agenda Item Cover Memo

Agenda Item: **Resolution No. 2024-41**
Resolution of the Town of Hillsboro Beach Mayor and Commissioners Approving and Adopting a Fee to Allow for Alternative Plans Review and Inspections for Private Providers to Provide Plan Review and Building Inspections In Lieu of the Building Department, per Florida Statute 553.791 and Authorize the Appropriate Town Officials to Update the Town's Comprehensive Fee Schedule.

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

Agenda Date: **October 1, 2024**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:

1. Agenda Cover Memo - Private Providers FS 553.791
2. Resolution
3. Florida Statutes F.S 553.791 Alternative Plans Review and Inspection

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

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

AGENDA ITEM COVER MEMO

TO:	Mayor Miller and Town Commission
CC:	Mac Serda, Town Manager
FROM:	George Folles, Building Official, CG&A
MEETING DATE:	October 1, 2024
SUBJECT:	Private Provider Building Permits

BACKGROUND

The 2024 Florida State Statute 553.791 allows a property owner to hire an Engineer/Architect to provide plan review & building inspections in lieu of the Building Department. The owner/contractor must still submit plans with all additional paperwork required for the work to the Building Department. One of the required items to be submitted is the Private Provider Package approved by the State of Florida in Statute 553.791. One of the forms submitted by the owner of the property is for the owner to acknowledge that by hiring a private provider to perform plan review and inspections, the local government, Building Department, and Building Official are held harmless. It also mandates that the Building Department issues a private provider permit within 20- days of submittal unless the Building Department denies the permit. Fire, Zoning, and Engineering review is not included in the 20 - day mandate.

CURRENT ACTIVITY

The Town of Hillsboro Beach Building Department does not at the present time include Private Provider permits in its Permit Fee Schedule.

FINANCIAL IMPACT

By hiring a Private Provider to perform the plan review and /or inspections, the Building Official is to provide the owner a discount on the permit fees. The discount I have suggested is a 10% discount for plan review or inspections and a 15 % discount for the Private Provider to provide both plan review and inspections.

RECOMMENDATION

The Commission to pass the Resolution to add to the Building Department's Permit Fee Schedule and update the Town's Comprehensive Fee Schedule

George Folles
Building Official, Town of Hillsboro Beach

RESOLUTION NO. 2024-41

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND ADOPTING A FEE TO ALLOW FOR ALTERNATIVE PLANS REVIEW AND INSPECTIONS FOR PRIVATE PROVIDERS IN LIEU OF THE BUILDING DEPARTMENT, PURSUANT TO FLORIDA STATUTE 553.791; AUTHORIZING THE UPDATE TO THE TOWN'S COMPREHENSIVE FEE SCHEDULE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida State Statute 553.791 allows a property owner to hire an Engineer/Architect to provide plan review & building inspections in lieu of the Building Department.

WHEREAS, the Town Commission deems it to be in the best interests to adopt a fee to allow for alternative plans review and inspections for private providers and to update the Town's Comprehensive Fee Schedule.

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

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

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida hereby approves and adopts a Fee to Allow for Alternative Plans Review and Inspections for Private Providers In Lieu of the Building Department, pursuant to Florida Statute 553.791 and authorizes the Update to the Town's Comprehensive Fee Schedule to provide for a 10% discount for plan review or inspections and a 15% discount for the Private Provider to provide both plan review and inspections.

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

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

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

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

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

TOWN OF HILLSBORO BEACH, FLORIDA

_____
Dawn Miller, Mayor

ATTEST:

_____
Sherry D. Henderson, CMC
Town Clerk

RESOLUTION NO. 2024-41
Adopt a Fee for Alternative Plans Review & Inspections

RECORD OF TOWN COMMISSION

	YES	NO
MAYOR DAWN MILLER	☐	☐
VICE MAYOR BARBARA BALDASARRE	☐	☐
COMMISSIONER JANE REISER	☐	☐
COMMISSIONER DAVID RAVANESI	☐	☐
COMMISSIONER VINNIE ANDREANO	☐	☐

553.791 Alternative plans review and inspection.—

(1) As used in this section, the term:

(a) "Applicable codes" means the Florida Building Code and any local technical amendments to the Florida Building Code but does not include the applicable minimum fire prevention and firesafety codes adopted pursuant to chapter 633.

(b) "Audit" means the process to confirm that the building code inspection services have been performed by the private provider, including ensuring that the required affidavit for the plan review has been properly completed and submitted with the permit documents and that the minimum mandatory inspections required under the building code have been performed and properly recorded. The local building official may not replicate the plan review or inspection being performed by the private provider, unless expressly authorized by this section.

(c) "Building" means any construction, erection, alteration, demolition, or improvement of, or addition to, any structure or site work for which permitting by a local enforcement agency is required.

(d) "Building code inspection services" means those services described in s. 468.603(5) and (8) involving the review of building plans as well as those services involving the review of site plans and site work engineering plans or their functional equivalent, to determine compliance with applicable codes and those inspections required by law, conducted either in person or virtually, of each phase of construction for which permitting by a local enforcement agency is required to determine compliance with applicable codes.

(e) "Deliver" or "delivery" means any method of delivery used in conventional business or commercial practice, including delivery by electronic transmissions.

(f) "Duly authorized representative" means an agent of the private provider identified in the permit application who reviews plans or performs inspections as provided by this section and who is licensed as an engineer under chapter 471 or as an architect under chapter 481 or who holds a standard or provisional certificate under part XII of chapter 468. A duly authorized representative who only holds a provisional certificate under part XII of chapter 468 must be under the direct supervision of a person licensed as a building code administrator under part XII of chapter 468.

(g) "Electronic signature" means any letters, characters, or symbols manifested by electronic or similar means which are executed or adopted by a party with an intent to authenticate a writing or record.

(h) “Electronic transmission” or “submitted electronically” means any form or process of communication not directly involving the physical transfer of paper or another tangible medium which is suitable for the retention, retrieval, and reproduction of information by the recipient and is retrievable in paper form by the receipt through an automated process. All notices provided for in this section may be transmitted electronically and shall have the same legal effect as if physically posted or mailed.

(i) “Electronically posted” means providing notices of decisions, results, or records, including inspection records, through the use of a website or other form of electronic communication used to transmit or display information.

(j) “Immediate threat to public safety and welfare” means a building code violation that, if allowed to persist, constitutes an immediate hazard that could result in death, serious bodily injury, or significant property damage. This paragraph does not limit the authority of the local building official to issue a Notice of Corrective Action at any time during the construction of a building project or any portion of such project if the official determines that a condition of the building or portion thereof may constitute a hazard when the building is put into use following completion as long as the condition cited is shown to be in violation of the building code or approved plans.

(k) “Local building official” means the individual within the governing jurisdiction responsible for direct regulatory administration or supervision of plans review, enforcement, and inspection of any construction, erection, alteration, demolition, or substantial improvement of, or addition to, any structure for which permitting is required to indicate compliance with applicable codes and includes any duly authorized designee of such person.

(l) “Permit application” means a properly completed and submitted application for the requested building or construction permit, including:

1. The plans reviewed by the private provider.
2. The affidavit from the private provider required under subsection (6).
3. Any applicable fees.
4. Any documents required by the local building official to determine that the fee owner has secured all other government approvals required by law.

(m) “Plans” means building plans, site engineering plans, or site plans, or their functional equivalent, submitted by a fee owner or fee owner’s contractor to a private provider or duly authorized representative for review.

(n) “Private provider” means a person licensed as a building code administrator under part XII of chapter 468, as an engineer under chapter 471, or as an architect under chapter 481. For purposes of performing inspections under this section for additions and alterations that are limited

to 1,000 square feet or less to residential buildings, the term “private provider” also includes a person who holds a standard certificate under part XII of chapter 468.

(o) “Private provider firm” means a business organization, including a corporation, partnership, business trust, or other legal entity, which offers services under this chapter to the public through licensees who are acting as agents, employees, officers, or partners of the firm. A person who is licensed as a building code administrator under part XII of chapter 468, an engineer under chapter 471, or an architect under chapter 481 may act as a private provider for an agent, employee, or officer of the private provider firm.

(p) “Request for certificate of occupancy or certificate of completion” means a properly completed and executed application for:

1. A certificate of occupancy or certificate of completion.
2. A certificate of compliance from the private provider required under subsection (13).
3. Any applicable fees.
4. Any documents required by the local building official to determine that the fee owner has secured all other government approvals required by law.

(q) “Single-trade inspection” means any inspection focused on a single construction trade, such as plumbing, mechanical, or electrical. The term includes, but is not limited to, inspections of door or window replacements; fences and block walls more than 6 feet high from the top of the wall to the bottom of the footing; stucco or plastering; reroofing with no structural alteration; HVAC replacements; ductwork or fan replacements; alteration or installation of wiring, lighting, and service panels; water heater changeouts; sink replacements; and repiping.

(r) “Site work” means the portion of a construction project that is not part of the building structure, including, but not limited to, grading, excavation, landscape irrigation, and installation of driveways.

(s) “Stop-work order” means the issuance of any written statement, written directive, or written order which states the reason for the order and the conditions under which the cited work will be permitted to resume.

(2)(a) Notwithstanding any other law or local government ordinance or local policy, the fee owner of a building or structure, or the fee owner’s contractor upon written authorization from the fee owner, may choose to use a private provider to provide building code inspection services with regard to such building or structure and may make payment directly to the private provider for the provision of such services. All such services shall be the subject of a written contract between the private provider, or the private provider’s firm, and the fee owner or the fee owner’s contractor, upon written authorization of the fee owner. The fee owner may elect to use a private provider to provide plans review or required building inspections, or both. However, if the fee owner or the fee owner’s contractor uses a private provider to provide plans review, the

local building official, in his or her discretion and pursuant to duly adopted policies of the local enforcement agency, may require the fee owner or the fee owner's contractor to use a private provider to also provide required building inspections.

(b) If an owner or contractor retains a private provider for purposes of plans review or building inspection services, the local jurisdiction must reduce the permit fee by the amount of cost savings realized by the local enforcement agency for not having to perform such services. Such reduction may be calculated on a flat fee or percentage basis, or any other reasonable means by which a local enforcement agency assesses the cost for its plans review or inspection services. The local jurisdiction may not charge fees for building inspections if the fee owner or contractor hires a private provider to perform such services; however, the local jurisdiction may charge a reasonable administrative fee, which shall be based on the cost that is actually incurred, including the labor cost of the personnel providing the service, by the local jurisdiction or attributable to the local jurisdiction for the clerical and supervisory assistance required, or both.

(c) If an owner or a contractor retains a private provider for purposes of plans review or building inspection services, the local jurisdiction must provide equal access to all permitting and inspection documents and reports to the private provider, owner, and contractor if such access is provided by software that protects exempt records from disclosure.

(3) A private provider and any duly authorized representative may only perform building code inspection services that are within the disciplines covered by that person's licensure or certification under chapter 468, chapter 471, or chapter 481, including single-trade inspections. A private provider may not provide building code inspection services pursuant to this section upon any building designed or constructed by the private provider or the private provider's firm.

(4) A fee owner or the fee owner's contractor using a private provider to provide building code inspection services shall notify the local building official in writing at the time of permit application, or by 2 p.m. local time, 2 business days before the first scheduled inspection by the local building official or building code enforcement agency that a private provider has been contracted to perform the required inspections of construction under this section, including single-trade inspections, on a form to be adopted by the commission. This notice shall include the following information:

(a) The services to be performed by the private provider.

(b) The name, firm, address, telephone number, and e-mail address of each private provider who is performing or will perform such services, his or her professional license or certification number, qualification statements or resumes, and, if required by the local building official, a certificate of insurance demonstrating that professional liability insurance coverage is in place for the private provider's firm, the private provider, and any duly authorized representative in the amounts required by this section.

(c) An acknowledgment from the fee owner or the fee owner's contractor in substantially the following form:

> I have elected to use one or more private providers to provide building code plans review and/or inspection services on the building or structure that is the subject of the enclosed permit application, as authorized by s. 553.791, Florida Statutes. I understand that the local building official may not review the plans submitted or perform the required building inspections to determine compliance with the applicable codes, except to the extent specified in said law. Instead, plans review and/or required building inspections will be performed by licensed or certified personnel identified in the application. The law requires minimum insurance requirements for such personnel, but I understand that I may require more insurance to protect my interests. By executing this form, I acknowledge that I have made inquiry regarding the competence of the licensed or certified personnel and the level of their insurance and am satisfied that my interests are adequately protected. I agree to indemnify, defend, and hold harmless the local government, the local building official, and their building code enforcement personnel from any and all claims arising from my use of these licensed or certified personnel to perform building code inspection services with respect to the building or structure that is the subject of the enclosed permit application.

If the fee owner or the fee owner's contractor makes any changes to the listed private providers or the services to be provided by those private providers, the fee owner or the fee owner's contractor shall, within 1 business day after any change or within 2 business days before the next scheduled inspection, update the notice to reflect such changes. A change of a duly authorized representative named in the permit application does not require a revision of the permit, and the building code enforcement agency shall not charge a fee for making the change.

(5) After construction has commenced and if the local building official is unable to provide inspection services in a timely manner, the fee owner or the fee owner's contractor may elect to use a private provider to provide inspection services by notifying the local building official of the owner's or contractor's intention to do so by 2 p.m. local time, 2 business days before the next scheduled inspection using the notice provided for in paragraphs (4)(a)-(c).

(6) A private provider performing plans review under this section shall review the plans to determine compliance with the applicable codes. Upon determining that the plans reviewed comply with the applicable codes, the private provider shall prepare an affidavit or affidavits certifying, under oath, that the following is true and correct to the best of the private provider's knowledge and belief:

(a) The plans were reviewed by the affiant, who is duly authorized to perform plans review pursuant to this section and holds the appropriate license or certificate.

(b) The plans comply with the applicable codes.

Such affidavit may bear a written or electronic signature and may be submitted electronically to the local building official.

(7)(a) No more than 20 business days after receipt of a permit application and the affidavit from the private provider required pursuant to subsection (6), the local building official shall issue the requested permit or provide a written notice to the permit applicant identifying the specific plan features that do not comply with the applicable codes, as well as the specific code chapters and sections. If the local building official does not provide a written notice of the plan deficiencies within the prescribed 20-day period, the permit application shall be deemed approved as a matter of law, and the permit shall be issued by the local building official on the next business day.

(b) If the local building official provides a written notice of plan deficiencies to the permit applicant within the prescribed 20-day period, the 20-day period shall be tolled pending resolution of the matter. To resolve the plan deficiencies, the permit applicant may elect to dispute the deficiencies pursuant to subsection (15) or to submit revisions to correct the deficiencies.

(c) If the permit applicant submits revisions, the local building official has the remainder of the tolled 20-day period plus 5 business days from the date of resubmittal to issue the requested permit or to provide a second written notice to the permit applicant stating which of the previously identified plan features remain in noncompliance with the applicable codes, with specific reference to the relevant code chapters and sections. Any subsequent review by the local building official is limited to the deficiencies cited in the written notice. If the local building official does not provide the second written notice within the prescribed time period, the permit shall be deemed approved as a matter of law, and the local building official must issue the permit on the next business day.

(d) If the local building official provides a second written notice of plan deficiencies to the permit applicant within the prescribed time period, the permit applicant may elect to dispute the deficiencies pursuant to subsection (15) or to submit additional revisions to correct the deficiencies. For all revisions submitted after the first revision, the local building official has an additional 5 business days from the date of resubmittal to issue the requested permit or to provide a written notice to the permit applicant stating which of the previously identified plan features remain in noncompliance with the applicable codes, with specific reference to the relevant code chapters and sections.

(8) A private provider performing required inspections under this section shall inspect each phase of construction as required by the applicable codes. Such inspection may be performed in-person or virtually. The private provider may have a duly authorized representative perform the required inspections, provided all required reports are prepared by and bear the written or electronic signature of the private provider or the private provider's duly authorized representative. The duly authorized representative must be an employee of the private provider entitled to receive reemployment assistance benefits under chapter 443. The contractor's contractual or legal obligations are not relieved by any action of the private provider.

(9) A private provider performing required inspections under this section shall provide notice to the local building official of the approximate date and time of any such inspection. The local building official may not prohibit the private provider from performing any inspection outside the local building official's normal operating hours, including after hours, weekends, or holidays. The local building official may visit the building site as often as necessary to verify that the private provider is performing all required inspections. A deficiency notice must be posted by the private provider, the duly authorized representative of the private provider, or the building department whenever a noncomplying item related to the building code or the permitted documents is found. Such notice may be physically posted at the job site or electronically posted. After corrections are made, the item must be reinspected by the private provider or representative before being concealed. Reinspection or reaudit fees shall not be charged by the local jurisdiction as a result of the local jurisdiction's audit inspection occurring before the performance of the private provider's inspection or for any other administrative matter not involving the detection of a violation of the building code or a permit requirement.

(10) If the private provider is a person licensed as an engineer under chapter 471 or an architect under chapter 481 and affixes his or her professional seal to the affidavit required under subsection (6), the local building official must issue the requested permit or provide a written notice to the permit applicant identifying the specific plan features that do not comply with the applicable codes, as well as the specific code chapters and sections, within 10 business days after receipt of the permit application and affidavit. In such written notice, the local building official must provide with specificity the plan's deficiencies, the reasons the permit application failed, and the applicable codes being violated. If the local building official does not provide specific written notice to the permit applicant within the prescribed 10-day period, the permit application is deemed approved as a matter of law, and the local building official must issue the permit on the next business day.

(11) If equipment replacements and repairs must be performed in an emergency situation, subject to the emergency permitting provisions of the Florida Building Code, a private provider may perform emergency inspection services without first notifying the local building official

pursuant to subsection (9). A private provider must conduct the inspection within 3 business days after being contacted to conduct an emergency inspection and must submit the inspection report to the local building official within 1 day after the inspection is completed.

(12) Upon completing the required inspections at each applicable phase of construction, the private provider shall record such inspections on a form acceptable to the local building official. The form must bear the written or electronic signature of the provider or the provider's duly authorized representative. These inspection records shall reflect those inspections required by the applicable codes of each phase of construction for which permitting by a local enforcement agency is required. The private provider, upon completion of the required inspection, shall post each completed inspection record, indicating pass or fail, and provide the record to the local building official within 2 business days. Such inspection record may be electronically posted by the private provider, or the private provider may post such inspection record physically at the project site. The private provider may electronically transmit the record to the local building official. The local building official may waive the requirement to provide a record of each inspection within 2 business days if the record is electronically posted or posted at the project site and all such inspection records are submitted with the certificate of compliance. Unless the records have been electronically posted, records of all required and completed inspections shall be maintained at the building site at all times and made available for review by the local building official. The private provider shall report to the local enforcement agency any condition that poses an immediate threat to public safety and welfare.

(13) Upon completion of all required inspections, the private provider shall prepare a certificate of compliance, on a form acceptable to the local building official, summarizing the inspections performed and including a written representation, under oath, that the stated inspections have been performed and that, to the best of the private provider's knowledge and belief, the building construction inspected complies with the approved plans and applicable codes. The statement required of the private provider shall be substantially in the following form and shall be signed and sealed by a private provider as established in subsection (1) or may be electronically transmitted to the local building official:

> To the best of my knowledge and belief, the building components and site improvements outlined herein and inspected under my authority have been completed in conformance with the approved plans and the applicable codes.

(14)(a) No more than 10 business days, or if the permit is related to single-family or two-family dwellings then no more than 2 business days, after receipt of a request for a certificate of occupancy or certificate of completion and the applicant's presentation of a certificate of

compliance and approval of all other government approvals required by law, including the payment of all outstanding fees, the local building official shall issue the certificate of occupancy or certificate of completion or provide a notice to the applicant identifying the specific deficiencies, as well as the specific code chapters and sections.

(b) If the local building official does not provide notice of the deficiencies within the applicable time periods under paragraph (a), the request for a certificate of occupancy or certificate of completion is automatically granted and deemed issued as of the next business day. The local building official must provide the applicant with the written certificate of occupancy or certificate of completion within 10 days after it is automatically granted and issued. To resolve any identified deficiencies, the applicant may elect to dispute the deficiencies pursuant to subsection (15) or to submit a corrected request for a certificate of occupancy or certificate of completion.

(15) If the local building official determines that the building construction or plans do not comply with the applicable codes, the official may deny the permit or request for a certificate of occupancy or certificate of completion, as appropriate, or may issue a stop-work order for the project or any portion thereof as provided by law, if the official determines that the noncompliance poses an immediate threat to public safety and welfare, subject to the following:

(a) The local building official shall be available to meet with the private provider within 2 business days to resolve any dispute after issuing a stop-work order or providing notice to the applicant denying a permit or request for a certificate of occupancy or certificate of completion.

(b) If the local building official and private provider are unable to resolve the dispute, the matter shall be referred to the local enforcement agency's board of appeals, if one exists, which shall consider the matter at its next scheduled meeting or sooner. Any decisions by the local enforcement agency's board of appeals, or local building official if there is no board of appeals, may be appealed to the commission as provided by this chapter.

(c) Notwithstanding any provision of this section, any decisions regarding the issuance of a building permit, certificate of occupancy, or certificate of completion may be reviewed by the local enforcement agency's board of appeals, if one exists. Any decision by the local enforcement agency's board of appeals, or local building official if there is no board of appeals, may be appealed to the commission as provided by this chapter, which shall consider the matter at the commission's next scheduled meeting.

(16) For the purposes of this section, any notice to be provided by the local building official shall be deemed to be provided to the person or entity when successfully transmitted to the e-mail address listed for that person or entity in the permit application or revised permit application, or, if no e-mail address is stated, when actually received by that person or entity.

(17)(a) A local enforcement agency, local building official, or local government may not adopt or enforce any laws, rules, procedures, policies, qualifications, or standards more stringent than those prescribed by this section.

(b) A local enforcement agency, local building official, or local government may establish, for private providers, private provider firms, and duly authorized representatives working within that jurisdiction, a system of registration to verify compliance with the licensure requirements of paragraph (1)(n) and the insurance requirements of subsection (18).

(c) This section does not limit the authority of the local building official to issue a stop-work order for a building project or any portion of the project, as provided by law, if the official determines that a condition on the building site constitutes an immediate threat to public safety and welfare.

(18) A private provider may perform building code inspection services on a building project under this section only if the private provider maintains insurance for professional liability covering all services performed as a private provider. Such insurance shall have minimum policy limits of $1 million per occurrence and $2 million in the aggregate for any project with a construction cost of $5 million or less and $2 million per occurrence and $4 million in the aggregate for any project with a construction cost of over $5 million. Nothing in this section limits the ability of a fee owner to require additional insurance or higher policy limits. For these purposes, the term “construction cost” means the total cost of building construction as stated in the building permit application. If the private provider chooses to secure claims-made coverage to fulfill this requirement, the private provider must also maintain coverage for a minimum of 5 years subsequent to the performance of building code inspection services. The insurance required under this subsection shall be written only by insurers authorized to do business in this state with a minimum A.M. Best’s rating of A. Before providing building code inspection services within a local building official’s jurisdiction, a private provider must provide to the local building official a certificate of insurance evidencing that the coverages required under this subsection are in force.

(19) When performing building code inspection services, a private provider is subject to the disciplinary guidelines of the applicable professional board with jurisdiction over his or her license or certification under chapter 468, chapter 471, or chapter 481. All private providers shall be subject to the disciplinary guidelines of s. 468.621(1)(c)-(h). Any complaint processing, investigation, and discipline that arise out of a private provider’s performance of building code inspection services shall be conducted by the applicable professional board.

(20) A local building code enforcement agency may not audit the performance of building code inspection services by private providers operating within the local jurisdiction until the agency has created standard operating private provider audit procedures for the agency’s internal inspection and review staff, which includes, at a minimum, the private provider audit purpose and scope,

private provider audit criteria, an explanation of private provider audit processes and objections, and detailed findings of areas of noncompliance. Such private provider audit procedures must be publicly available online, and a printed version must be readily accessible in agency buildings. The private provider audit results of staff for the prior two quarters also must be publicly available. The agency's audit processes must adhere to the agency's posted standard operating audit procedures. The same private provider or private provider firm may not be audited more than four times in a year unless the local building official determines a condition of a building constitutes an immediate threat to public safety and welfare, which must be communicated in writing to the private provider or private provider firm. Work on a building or structure may proceed after inspection and approval by a private provider. The work may not be delayed for completion of an inspection audit by the local building code enforcement agency.

(21) The local government, the local building official, and their building code enforcement personnel shall be immune from liability to any person or party for any action or inaction by a fee owner of a building, or by a private provider or its duly authorized representative, in connection with building code inspection services as authorized in this act.

(22) Notwithstanding any other law, a county, a municipality, a school district, or an independent special district may use a private provider to provide building code inspection services for a public works project, an improvement, a building, or any other structure that is owned by the county, municipality, school district, or independent special district.

History.—s. 17, ch. 2002-293; s. 106, ch. 2005-2; s. 11, ch. 2005-147; s. 1, ch. 2005-216; s. 6, ch. 2006-65; s. 6, ch. 2007-187; s. 141, ch. 2008-4; s. 77, ch. 2012-30; s. 7, ch. 2017-149; s. 12, ch. 2019-86; s. 14, ch. 2019-165; s. 132, ch. 2020-2; s. 20, ch. 2020-27; s. 4, ch. 2021-201; s. 50, ch. 2022-4; s. 4, ch. 2022-136; s. 4, ch. 2024-191.

Digitally signed by SHERRY D. HENDERSON
DN: cn=SHERRY D. HENDERSON, o=Town of Hillsboro Beach, FL, ou=Town Clerk, email=shenderson@townofhillsborobeach.com, c=US
Date: 2024.09.19 09:45:13 -04'00'

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: **Resolution No. 2024-42**
Resolution of the Hillsboro Beach Mayor and Commissioners Authorizing the Appropriate Town Officials to Execute Agreement with Port Consolidated, Inc. for Unleaded and Diesel Fuel Piggybacking on the City of Pompano Beach, Florida Same Terms and Conditions of RFP No. E-03-22 Unleaded Gasoline & Diesel Fuel for Southeast Florida Governmental Purchasing Cooperative Group.

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

Agenda Date: **October 1, 2024**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:

1. Memo - Unleaded and Diesel Fuel - Port Consolidated Inc
2. Resolution
3. contract award

MEMORANDUM

DATE: October 1, 2024

TO: Honorable Mayor and Town Commissioners

THRU: Mac Serda, Town Manager

FROM: Donna Rockfeld, Procurement Manager

RE: **Town of Hillsboro Beach Unleaded and Diesel Fuel – Port Consolidated**

BACKGROUND:

The Town of Hillsboro Beach and the Police Department requires the continuous supply and delivery of unleaded gasoline and diesel fuel. The Town currently has a 4,000-gallon underground tank for unleaded fuel and a 500-gallon capacity above ground tank for diesel fuel that is used in our generators at Town Hall and the Water Plant.

Pursuant to the Town's Code of Ordinance Section 2-60, the Town may utilize contracts that have been awarded or under contract by the state, county or other governmental agencies, when the best interests of the Town would be served.

The Town of Hillsboro Beach is an active member, in good standing, in the Southeast Florida Cooperative Purchasing Group ("CO-OP"). The Town currently participates in the CO-OP agreement for unleaded gasoline and diesel fuel. Thirty-nine (39) other government entities from the Southeast region of Florida also participate in this contract and have consolidated their fuel needs to secure bulk purchase discounts and favorable pricing terms - leading to overall cost savings. In addition, as a member of the cooperative awarded contract, the Town will be given preference of deliveries providing emergency relief in case of declared emergencies or natural disasters when supplies in in high demand and short supply.

The City of Pompano Beach, Florida issued *RFP No. E-03-22 - Unleaded Gasoline & Diesel Fuel for Southeast Florida Governmental Purchasing Cooperative Group,* on behalf of the CO-OP members participating in the RFP. The contract was awarded to Port Consolidated, Inc. for a five-year period beginning March 15, 2022, through March 14, 2027, with a five-year renewal option available.

FISCAL IMPACT

The prices are F.O.B. delivered as a differential from the applicable OPIS price published in the "OPIS Contract Benchmark File" on the date of delivery of the product to the Town. The prices are exclusive of all Federal, State and County Excise taxes and fees. The price differential is +.007 per gallon for transport wagon delivery and +.089 per gallon for tank wagon for both unleaded gasoline and diesel fuel shall remain firm during the initial contract period and any renewal period

Funds are budgeted in the amount of approximately $65,000 unleaded and diesel fuel.

RECOMMENDATION:

The Procurement Manager has reviewed the RFP solicitation documents and agreement awarded to Port Consolidated, Inc. and recommends the Town Manager, after conducting his due diligence, concur with the recommendation to enter into an agreement with Port Consolidated, Inc. under the same terms and conditions of RFP No. E-03-22 - Unleaded Gasoline & Diesel Fuel for Southeast Florida Governmental Purchasing Cooperative Group.

Attached: RFP No. E-03-22 - Unleaded Gasoline & Diesel Fuel for Southeast Florida Governmental Purchasing Cooperative Group

RESOLUTION NO. 2024-42

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER TOWN OFFICIALS TO EXECUTE AN AGREEMENT WITH PORT CONSOLIDATED, INC. FOR UNLEADED AND DIESEL FUEL PIGGYBACKING THE TERMS AND CONDITIONS OF ITS CONTRACT WITH THE CITY OF POMPANO BEACH, FLORIDA PURSUANT TO RFP NO. E-03-22 UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve and authorize the proper Town officials to execute an Agreement with Port Consolidated, Inc. for Unleaded and Diesel Fuel piggybacking the terms and conditions of its contract with the City of Pompano Beach, Florida pursuant to RFP No. E-03-22 Unleaded Gasoline & Diesel Fuel for Southeast Florida Governmental Purchasing Cooperative Group.

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

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

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida, hereby approves and authorizes the proper Town officials to execute an Agreement with Port Consolidated, Inc. for Unleaded and Diesel Fuel in an amount not to exceed $65,000.00 piggybacking the terms and conditions of its contract with the City of Pompano Beach, Florida pursuant to RFP No. E-03-22 Unleaded Gasoline & Diesel Fuel for Southeast Florida Governmental Purchasing Cooperative Group.

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

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

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

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

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

TOWN OF HILLSBORO BEACH, FLORIDA

_____
Dawn Miller, Mayor

ATTEST:

_____
Sherry D. Henderson, CMC
Town Clerk

RESOLUTION NO. 2024-42
RECORD OF TOWN COMMISSION

	YES	NO
MAYOR DAWN MILLER	☐	☐
VICE MAYOR BARBARA BALDASARRE	☐	☐
COMMISSIONER JANE REISER	☐	☐
COMMISSIONER DAVID RAVANESI	☐	☐
COMMISSIONER VINNIE ANDREANO	☐	☐

Southeast Florida Governmental Purchasing Cooperative Group

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to rwhitcomb@greenacresfl.gov for placement on the NIGP SEFL website Cooperative contract page.

BID/RFP No. RFP E-03-22

Description/Title: Unleaded Gasoline & Diesel Fuel for Southeast Florida Governmental Purchasing Cooperative Group

Initial Contract Term: Start Date: March 15, 2022 End Date: March 14, 2027

Renewal Terms of the Contract: 1 (No. of Renewals) Renewal Options for 5 years (Period of Time)

Renewal No. ___ Start Date: _____ End Date: _____

Renewal No. ___ Start Date: _____ End Date: _____

Renewal No. ___ Start Date: _____ End Date: _____

Renewal No. ___ Start Date: _____ End Date: _____

Extension / Renewal Note: _____

SECTION #1 VENDOR AWARD

Vendor Name: Port Consolidated, Inc.

Vendor Address: P.O Box 350430, Ft. Lauderdale, FL, 33335

Contact: Don Carlton, President

Phone: 800-683-5823 Fax: 954-527-1191

Cell/Pager: _____ Email Address: cspev@portconsolidated.com

Website: _____ FEIN: 59-1173292

SECTION #2 AWARD/BACKGROUND INFORMATION

Award Date: Feb. 24, 2022 Resolution/Agenda Item No.: Ord. 2022-30

Insurance Required: Yes X No _____

Performance Bond Required: Yes _____ No X

SECTION #3 LEAD AGENCY

Agency Name: City of Pompano Beach

Agency Address: 100 W Atlantic Boulevard, Pompano Beach, FL 33060

Agency Contact: Jeff English Email jeffrey.english@copbfl.com

Telephone: 954-786-4098 Fax: _____

DocuSign Envelope ID: C327F0D0-D8DF-4343-B5DB-90853D1ED8AA

ORDINANCE NO. 2022-30

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE SERVICE CONTRACT NO. 1356 BETWEEN THE CITY OF POMPANO BEACH AND PORT CONSOLIDATED, INC. FOR THE PURCHASE AND DELIVERY OF UNLEADED GASOLINE AND DIESEL FUEL; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Service Contract between the City of Pompano Beach and Port Consolidated, Inc. for the purchase and delivery of unleaded gasoline and diesel fuel, a copy of which Contract is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Contract between the City of Pompano Beach and Port Consolidated, Inc.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 8th day of February, 2022.

PASSED SECOND READING this 22nd day of February, 2022.

DocuSigned by:
Rex Hardin
502CB780EB3F480...

REX HARDIN, MAYOR

ATTEST:

DocuSigned by:
Asceleta Hammond
62AB0835850F4A1...

ASCELETA HAMMOND, CITY CLERK

DocuSigned by:

/jrm
1/20/22
L:ord/2022-103

DocuSign Envelope ID: C327F0D0-D8DF-4343-B5DB-90853D1ED8AA

SERVICE CONTRACT No. 1356

THIS AGREEMENT is made and entered into on February 24, 2022, by the City of Pompano Beach ("City") and Port Consolidated, Inc., a ("Contractor").

WHEREAS, City requires the purchase and delivery of unleaded gasoline and diesel fuel, which Contractor is capable of providing under the terms and conditions described herein; and

WHEREAS, Contractor is able and prepared to provide such services to City under the terms and conditions set forth; and

WHEREAS, the City of Pompano Beach is acting as lead agency for the Southeast Florida Governmental Purchasing Cooperative Group, and the City enters into a contract with Port Consolidated, Inc. for the purchase and delivery of unleaded gasoline and diesel fuel, in accordance with the pricing, terms and condition of RFP E-03-22; and

WHEREAS, Contractor agrees to provide all members of the Southeast Florida Governmental Purchasing Cooperative Group with the same pricing as the City of Pompano Beach.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – RFP E-03-22; Exhibit "B" – Proposal of Port Consolidated, Inc.; Exhibit "C" – Rate Schedule; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide for the purchase of unleaded gasoline and diesel fuel upon the terms and conditions herein set forth and the Contract Documents.

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (RFP E-03-22), attached hereto and by reference incorporated herein and made a part hereof. Contractor agrees to provide all members of the Southeast Florida Governmental Purchasing Cooperative Group, as listed in Attachment "B" of RFP E-03-22, ("Participating Agencies"), and as may be added during the period of this Agreement, with the same pricing as the City of Pompano Beach.

4. Term of Contract. This Contract shall be for a term of five years commencing March 15, 2022 and ending March 14, 2027.

5. Renewal. In the event City determines Contractor to be in full compliance with this Agreement and Contractor's performance thereunder to be satisfactory, then City, with City Commission approval, shall have the option to renew this Agreement for an additional five year term upon the written consent of both City and Contractor provided that City provides written notice of its intention to renew within sixty (60) days of the termination date of this Agreement.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its products and services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract. City shall be responsible only for payment for products and services provided to City and not for purchases from Contractor by Participating Agencies.

7. Price Formula and Invoices.

A. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as set forth in the Rate Schedule attached hereto as Exhibit "C" and incorporated herein.

B. Invoices. Contractor shall submit the invoices to City and Participating Agencies for their agency's purchases only, and payments made in the manner provided in Paragraph V.11 of RFP E-03-22. All payments by the City and Participating Agencies, shall be made after the service has been provided.

8. Disputes. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

9. Contract Administrators, Notices and Demands.

A. Contract Administrators. During the term of this Agreement, the City's Contract Administrator shall be Robert McCaughan and the Contractor's Contract Administrator shall be (or their authorized written designee) as further identified below.

B. Notices and Demands. A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email, registered or certified mail, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other as provided herein.

If to Contractor: Donald R. Carlton, Jr., President
P.O. Box 350430 Fort Lauderdale,
33335 Office:
Email: (800) 683-5823
dcarlton@portconsolidated.com

If to City: Robert McCaughan, Contract Administrator
100 West Atlantic Blvd
Pompano Beach, FL 33060
Office: 954-786-4097
Email: Robert.McCaughan@copbfl.com

With a copy to: Antonio Pucci, Contract Manager
100 West Atlantic Blvd.
Pompano Beach, FL 33060
Phone: 954-786-5574
Email: antonio.pucci@copbfl.com

10. Ownership of Documents and Information. All information, data, reports, plans, procedures or other proprietary rights in all Work items, developed, prepared, assembled or compiled by Contractor as required for the Work hereunder, whether complete or unfinished, shall be owned by the City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for its use and/or distribution as City deems appropriate provided City has compensated Contractor for said Work product. City's re-use of Contractor's Work product shall be at its sole discretion and risk if done without Contractor's written permission. Upon completion of all Work contemplated hereunder or termination of this Agreement, copies of all of the above data shall be promptly delivered to the City's Contract Administrator upon written request. The Contractor may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. The rights and obligations created under this Article shall survive the termination or expiration of this Agreement.

To the extent it exists and is necessary to perform the Work hereunder, City shall provide any information, data and reports in its possession to Contractor free of charge.

11. Termination. City shall have the right to terminate this Agreement, in whole or in part, for convenience, cause, default or negligence on Contractor's part, upon ten (10) business days advance written notice to Contractor. Such Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities.

If there is any material breach or default in Contractor's performance of any covenant or obligation hereunder which has not been remedied within ten (10) business days after City's written Notice of Termination, City, in its sole discretion, may terminate this Agreement immediately and Contractor shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

In the event of termination, City shall compensate Contractor for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Article 7 above and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work hereunder is in progress but not completed as of the date of the termination, then upon City's written approval, this Agreement may be extended until said Work is completed and accepted by City.

12. Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented, delayed or stopped by fire, hurricane, earthquake, explosion, war, civil disorder , sabotage, accident , flood, acts of God, or act or order of a governmental instrumentality, failure of technical facilities, interruption or delay of transportation service, epidemic, pandemic, or public health emergencies (including any resurgence or re-occurrence) or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of force Majeure.

If either party is unable to perform or is prevented, delayed or stopped in performing any obligations under this Agreement because of any event of force majeure including an event that prevents the use or ability to use the Property for its intended purpose to the benefit of the public , such inability to perform or delay shall be excused and any associated charges or payment suspended until such time as the event of force majeure ends or as long as may be reasonably necessary for either party to correct the adverse effect of such event of force majeure, to the extent and in the form as mutually agreed by the Parties.

In order to be entitled to the benefit of this Paragraph, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party after commencement or discovery of the event of force majeure, specifying in detail the event of force majeure, the estimated length of the event of force majeure, diligently proceed to correct the adverse effect of any force majeure, where possible, and, upon request from the non-claiming party, provide an update until the event of force majeure ends. The parties agree that, as to this Paragraph, time is of the essence.

13. Insurance. Contractor shall maintain insurance in accordance with Exhibit “B” throughout the term of this Agreement.

14. Indemnification. Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

A. Contractor shall at all times indemnify, hold harmless and defend the City, its officers, officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys’ fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from any act, breach, omission, negligence, recklessness or misconduct of Contractor and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Contractor, its agents, officers and/or employees, in the performance of services of this contract. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Contractor hereunder may be retained by City until all of City’s claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Contractor acknowledges and agrees that City would not enter into this Agreement without this indemnification of City by Contractor. The parties agree that one percent (1%) of the total compensation paid to Contractor hereunder shall constitute specific consideration to Contractor for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Agreement.

15. Sovereign Immunity. Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

16. Non-Assignability and Subcontracting.

A. Non-Assignability. This Agreement is not assignable and Contractor agrees it shall not assign or otherwise transfer any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without City's prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Contractor to assign or transfer any of its rights or obligations hereunder without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Agreement whereby City shall be released of any of its obligations hereunder. In addition, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Contractor's insolvency or bankruptcy, City may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of Contractor hereunder shall immediately cease and terminate.

B. Subcontracting. Prior to subcontracting for Work to be performed hereunder, Contractor shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in his/her sole discretion, objects to the proposed subcontractor, Contractor shall be prohibited from allowing that subcontractor to provide any Work hereunder. Although Contractor may subcontract Work in accordance with this Article, Contractor remains responsible for any and all contractual obligations hereunder and shall also be responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* referenced in accordance with the provisions of Article 28 below.

17. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

18. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized

representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

19. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

20. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

21. Contractor cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

22. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are

exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

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

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

23. Governing Law. This Agreement must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

24. Waiver and Modification.

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

B. No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Contractor be considered a waiver of City's rights with respect to that default or any other default by Contractor.

C. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

25. No Contingent Fee. Contractor warrants that other than a bona fide employee working solely for Contractor, Contractor has not employed or retained any person or entity, or paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Agreement or contingent upon or resulting from the award or making of this Agreement. In the event of Contractor's breach or violation of this provision, City shall have the right to terminate this Agreement without liability and, at City's sole discretion, to deduct from the Price Formula set forth in Article 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

26. Attorneys' Fees and Costs. In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

27. No Third Party Beneficiaries. Contractor and City agree that this Agreement and other agreements pertaining to Contractor's performance hereunder shall not create any obligation on Contractor or City's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

28. Public Entity Crimes Act. As of the full execution of this Agreement, Contractor certifies that in accordance with §287.133, Florida Statutes, it is not on the *Convicted Vendors List* maintained by the State of Florida, Department of General Services. If Contractor is subsequently listed on the *Convicted Vendors List* during the term of this Agreement, Contractor agrees it shall immediately provide City written notice of such designation in accordance with Article 9 above.

29. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

30. Headings. The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

31. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

32. Approvals. Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

33. Absence of Conflicts of Interest. Both parties represent they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in their performance hereunder.

34. Binding Effect. The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

35. Employment Eligibility. By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination

36. Ordering and Payment. It is understood and agreed that the City of Pompano Beach is not a legally bound party to any contractual agreement made between any other agency and the Contractor as a result of this Agreement or purchases made between other agencies. After award of contract to Contractor, the City reserves the right to issue purchase orders in accordance with the terms of this contract.

37. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

DocuSigned by:
Asceleta Hammond
62AB0835850F4A...

ASCELETA HAMMOND, CITY CLERK

CITY OF POMPANO BEACH

By: DocuSigned by:
Rex Hardin
502CB780EB3F480...

REX HARDIN, MAYOR

By: DocuSigned by:
Gregory P. Harrison
7052A67F15A44C8...

GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

DocuSigned by:
Mark E. Berman
B4DD5E1CDA604A1...

MARK E. BERMAN, CITY ATTORNEY

(SEAL)

DocuSigned by:

"CONTRACTOR"

Port Consolidated, Inc.

Witnesses:

By: _____
Donald R. Carlton, Jr., President

_____
MICHAEL A. SIMMONS
(Print or Type Name)

_____
NoeL D Hardy
(Print or Type Name)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 19th day of January, 2022, by Donald R. Carlton, Jr. as President of Port Consolidated, Inc., a Florida corporation on behalf of the corporation. He is personally known to me or who has produced _____ _____ (type of identification) as identification.

NOTARY'S SEAL:

LEIDY G. RODRIGUEZ
Notary Public-State of Florida
Commission # HH 45130
My Commission Expires
October 06, 2024

_____
NOTARY PUBLIC, STATE OF FLORIDA

Leidy G. Rodriguez
(Name of Acknowledger Typed, Printed or Stamped)

HH 45130
Commission Number

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: **Resolution No. 2024-43**
Resolution of the Town of Hillsboro Beach Mayor and Commissioners Authorizing the Appropriate Town Officials to Execute the Agreement Between Broward County and the Town of Hillsboro Beach for the Enhanced Marine Law Enforcement Grant Program FY 2024/2025.

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

Agenda Date: **October 1, 2024**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:

1. Agenda Item Cover Memo - Enhanced Marine Law Enforcement Grant FY 24-25
2. Resolution
3. Enhanced Marine Law Enforcement Grant (EMLEG FY 2024-2025)

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

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

Agenda Item Cover Memo

Agenda Item: Agreement between Broward County and the Town of Hillsboro Beach Pursuant to the Enhanced Marine Law Enforcement Grant.

Submitting Dept: Hillsboro Beach Police Department, Chief Szesnat

Agenda Date: October 1st, 2024

1. BACKGROUND/HISTORY

The Town of Hillsboro Beach Police Department's Marine Unit has participated in an annual agreement with Broward County Enhanced Marine Law Enforcement Grant each year since 2008-09. The agreement pays The Town of Hillsboro Beach up to 416 hours of weekend coverage, and 304 hours of nighttime coverage. The agreement also provides marine training for three officers.

2. CURRENT ACTIVITY

This year, the Town of Hillsboro Beach is expected to nearly maximize the agreement by providing the 416 hours of weekend coverage and 304 hours of nighttime coverage.

3 FINANCIAL IMPACT

The agreement with Broward County will pay the Town of Hillsboro Beach $40,440.00 to provide 416 hours of weekend coverage and 304 of nighttime coverage.

4. RECOMMENDATION

Acceptance and execution of the Broward County Enhanced Marine Law Enforcement Grant is recommended.

ATTACHMENT 1:

24 page agreement with Broward County

RESOLUTION NO. 2024-43

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF HILLSBORO BEACH FOR THE ENHANCED MARINE LAW ENFORCEMENT GRANT (EMLEG) PROGRAM FOR FISCAL YEAR 2024-2025; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve and authorize the appropriate Town officials to execute an Agreement between Broward County And the Town of Hillsboro Beach for the Enhanced Marine Law Enforcement Grant (EMLEG) Program for Fiscal Year 2024-2025.

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 is hereby ratified and confirmed by the Town Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida, hereby approves and authorizes the appropriate Town officials to execute an Agreement between Broward County And the Town of Hillsboro Beach for the Enhanced Marine Law Enforcement Grant (EMLEG) Program for Fiscal Year 2024-2025; a copy of the Agreement is attached hereto as Exhibit "A".

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

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

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

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

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

TOWN OF HILLSBORO BEACH, FLORIDA

_____
Dawn Miller, Mayor

ATTEST:

_____
Sherry D. Henderson, CMC
Town Clerk

RESOLUTION NO. 2024-43
FY24/25 Enhanced Marine Law Enforcement Grant

RECORD OF TOWN COMMISSION

	YES	NO
MAYOR DAWN MILLER	☐	☐
VICE MAYOR BARBARA BALDASARRE	☐	☐
COMMISSIONER JANE REISER	☐	☐
COMMISSIONER DAVID RAVANESI	☐	☐
COMMISSIONER VINNIE ANDREANO	☐	☐

AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF HILLSBORO BEACH FOR THE ENHANCED MARINE LAW ENFORCEMENT GRANT PROGRAM FY 2024/2025

This agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and the City of Hillsboro Beach, a municipal corporation of the State of Florida ("Grantee") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. Pursuant to the Local Option Registration Fees for Vessels established in Chapter 1, Article XXX, of the Broward County Code of Ordinances, County imposes a registration fee on all vessels required to register with the State of Florida that obtain such registration in Broward County.

B. A portion of the monies collected by County from the Local Option Registration Fees for Vessels is expended through County's Enhanced Marine Law Enforcement Grant ("EMLEG") Program for the patrol and regulation of the lakes, rivers, and waterways within Broward County.

C. In accordance with Section 9½-16 of the Broward County Code of Ordinances, the Broward County Marine Advisory Committee ("MAC") recommended to the Broward County Board of County Commissioners (the "Board") that County provide grant funding to Grantee for Services (as hereinafter defined) under the EMLEG program for fiscal year ("FY") 2024/2025 which grant funding was approved by the Board as part of the annual budget for FY 2024/2025.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1. **Aggressive Marine Patrol Coverage** means patrol coverage occurring after 2:00 p.m., Monday through Thursday, or any patrol coverage in excess of eight (8) hours on a single day that would otherwise qualify as Daytime Marine Patrol Coverage (as defined below).

1.2. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.3. **Code** means the Broward County Code of Ordinances.

1.4. **Contract Administrator** means the Director of the Broward County Parks and Recreation Division or such other person designated by the Director of Broward County Parks and Recreation in writing.

1.5. **Daytime Marine Patrol Coverage** means patrol coverage occurring after 2:00 p.m. on Friday, or any time on Saturday or Sunday, and does not exceed eight (8) hours on any single day. Daytime Marine Patrol Coverage also includes any patrol coverage occurring on November 29 (day after Thanksgiving Day), May 26 (Memorial Day), July 4 (Independence Day), and September 1 (Labor Day) that does not exceed eight (8) hours on a single day.

1.6. **Designated Representative** means Grantee's Chief of Police or such other person designated by Grantee's Chief of Police to the Contract Administrator by written notice in accordance with Section 13.8 of this Agreement.

1.7. **Grant Application** means the grant funding application for the Program submitted by Grantee to County, including any amendments thereto, which is incorporated herein by reference.

1.8. **Local Operation Vessel Registration Fees** means the fees collected by County in accordance with Section 1-525 of the Code.

1.9. **Officer** means a law enforcement officer employed by Grantee who performs Services.

1.10. **Program** means the Enhanced Marine Law Enforcement Grant Program established under Chapter 33, Part VII, of the Broward County Administrative Code.

1.11. **Program Funds** means the funding received by County from Local Option Vessel Registration Fees and provided to Grantee on a reimbursement basis under this Agreement.

1.12. **Services** means all work required by Grantee under this Agreement, including without limitation all reports, consulting, training, Program management, the purchase of approved goods, or performance of other services specified in Article 3 and in the Scope of Services, attached as Exhibit A.

ARTICLE 2. EXHIBITS

Exhibit A **Scope of Services**
Exhibit B **Minimum Insurance Requirements**

ARTICLE 3. SCOPE OF SERVICES

3.1. Scope of Services. Grantee shall perform all Services, including, without limitation, the work specified in Exhibit A (the "Scope of Services"). The Scope of Services describes Grantee's obligations and responsibilities and includes preliminary considerations and prerequisites and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Grantee impractical, illogical, or unconscionable.

3.2. If Grantee is unable to perform any Daytime Marine Patrol Coverage as described and set forth in Exhibit A due to unforeseen circumstances, Grantee may request, in writing, to the Contract Administrator the conversion of Daytime Marine Patrol Coverage hours to Aggressive

Marine Patrol Coverage Hours. Such request can be made at any time up until the last one hundred and twenty (120) days prior to the expiration of this Agreement, but not thereafter. The Contract Administrator will approve or deny Grantee's request in writing at their sole discretion within thirty (30) days after receipt of the written request. The maximum number of Daytime Marine Patrol Coverage hours that may be converted to Aggressive Patrol Coverage hours is twenty percent (20%) of the total combined hours for the Term. Any conversion of hours approved by the Contract Administrator must be set forth in a line-item budget change to Exhibit A in accordance with Section 13.18 of this Agreement.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. This Agreement begins on October 1, 2024 ("Effective Date"), and continues through September 30, 2025 (the "Term"), unless otherwise terminated as provided in this Agreement.

4.2. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

4.3. Time of the Essence. Time is of the essence for Grantee's performance of the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 5. PROGRAM FUNDS

5.1. Program Funds. County will provide Program Funds to Grantee up to a maximum amount of Forty Thousand, Four Hundred and Forty Dollars ($40,440.00) as follows:

Categories	Not-To-Exceed Amount
Daytime Marine Patrol Coverage in Zone: II-B	$21,632.00
Aggressive Marine Patrol Coverage in Zone: II-B	$15,808.00
Marine Law Enforcement Training Classes for Three Officers	$3,000.00
TOTAL NOT TO EXCEED:	$40,440.00

Program Funds will be provided on a reimbursement basis in the manner specified in Article 6 for eligible goods purchased or Services actually performed and completed during the Term pursuant to this Agreement. Grantee acknowledges that the amount stated in this section is the maximum amount payable and constitutes a limitation upon County's obligation to provide funding or compensation of any kind to Grantee for all goods, Services, and expenses, related to this Agreement. These maximum amounts, however, do not constitute a limitation, of any sort, upon Grantee's obligation to perform all Services.

5.2. Budget Changes. The Contract Administrator and Grantee may mutually agree to approve line-item budget changes in the categories of expenditures in Section 5.1, or dates and times of Services in the Scope of Services, so long as the EMLEG patrol zones described in the Scope of

Services remain the same, the changes do not increase the maximum amount of compensation set forth in Section 5.1, and the changes are consistent with the intent of the Services and this Agreement. The Contract Administrator may approve these changes in writing without a formal amendment.

5.3. Hourly Rates. Grantee may submit for reimbursement for time incurred by Officers performing Services in accordance with the hourly rate stated in Exhibit A (or, if different, the then-current standard hourly rates set by the MAC). Any changes approved by MAC to the hourly rates for Officers shall be automatically incorporated herein. County may modify this rate at any time with advance written notice to Grantee in accordance with Section 13.8 of this Agreement.

5.4. Reimbursable Expenses. Grantee shall not be reimbursed for any expenses it incurs unless expressly provided for in this Agreement. If Exhibit A authorizes Grantee to purchase goods using Program Funds, Grantee shall purchase the item in accordance with the applicable purchasing guidelines set forth in Chapter 287, Florida Statutes. Grantee shall only be reimbursed for the actual amount of the item purchased and paid by the Grantee as evidenced by an invoice or other documentation acceptable to the Contract Administrator. Reimbursement to Grantee shall be on a pass-through basis and shall not include any mark-up. Travel time to and from any marine patrol coverage and administrative overhead costs including, but not limited to, scheduling time, are not subject to reimbursement from Program Funds. County shall not be liable for any expenses that exceed those allowed by this Agreement.

ARTICLE 6. METHOD OF BILLING AND REIMBURSEMENT

6.1. Invoices. Grantee shall submit reimbursement invoices for Program Funds only for eligible Services specifically outlined in this Agreement. Grantee shall invoice County on a calendar quarterly basis (March 31, June 30, September 30, December 31) no later than ninety (90) days after the end of each calendar quarter, utilizing the form provided by the Contract Administrator and including the following information:

6.1.1. A certified copy of each Officer's record or timecard reflecting the Services rendered, the date and hours the Services were rendered, and any appropriate approvals from Grantee for the Officer's Services;

6.1.2. If the request is for reimbursement of an authorized item purchased, a copy of the receipt for the item and proof of payment by Grantee;

6.1.3. Certification of the Designated Representative, or the Designated Representative's designee, that the Services or goods being invoiced have been completed or purchased and received; and

6.1.4. The quarterly progress report on the form provided by the Contract Administrator.

6.2. Following receipt of the invoices, reports, and other materials described in Section 6.1, the Contract Administrator shall review the submitted documents to determine whether the

Services invoiced have been completed or purchased and received and the invoices are proper for payment. To be deemed proper, all invoices must: (a) comply with all applicable requirements set forth in this Agreement and the Code, if applicable; and (b) be submitted on the then-current County form and pursuant to instructions prescribed by the Contract Administrator. Reimbursement may be withheld for failure of Grantee to comply with any term, condition, or requirement of this Agreement.

6.3. County shall reimburse Grantee within thirty (30) days after receipt of Grantee's proper invoice in accordance with the "Broward County Prompt Payment Ordinance," Section 1-51.6 of the Code. Reimbursements shall be made payable to Grantee and not to any persons employed by Grantee.

6.4. Grantee shall use reasonable efforts to provide Services during the Term equaling the total amount of the Program Funds allocated to the Services. If Grantee fails to submit invoices that total at least seventy-five percent (75%) of the Program Funds provided under Section 5.1, Grantee may not be eligible to receive any Program Funds in subsequent fiscal years, pursuant to Section 33.63 of the Broward County Administrative Code. Such eligibility for funding is determined by the Contract Administrator or the Contract Administrator's designee. Grantee shall have no entitlement to any Program Funds allocated pursuant to this Agreement but not expended and properly invoiced by Grantee within the Term.

6.5. Suspension of Reimbursement. County may suspend reimbursements under this Agreement to Grantee for any of the following events:

6.5.1. Grantee's submission of one or more invoices for ineligible uses of Program Funds;

6.5.2. Grantee's failure to comply with any term, condition, or requirement of this Agreement;

6.5.3. Grantee's failure to submit reports as required;

6.5.4. Grantee's submission of misleading, incorrect, falsified, or incomplete information that may affect the reports required under this Agreement in any material respect; or

6.5.5. Termination of this Agreement in accordance with Article 11.

6.6. Withholding by County; Overcharges. Notwithstanding any provision of this Agreement to the contrary, County may withhold reimbursement to Grantee, in whole or in part, (a) if required by Applicable Law, or (b) to the extent necessary to protect County from loss on account of (i) inadequate or defective work by Grantee that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or (ii) Grantee's failure to comply with any term, condition, or requirement of this Agreement. All amounts withheld by County shall not be subject to payment of interest by County. In the event of an overcharge of any nature by Grantee in excess of five percent (5%) of the total amount billed in the invoice where the overcharge occurred, Grantee must refund the overbilled amount and pay liquidated damages in the amount

of fifteen percent (15%) of the overbilled amount. Such repayment to County and payment of liquidated damages must be made by Grantee to County within thirty (30) days after demand by County. The Parties agree that the damages sustained by County as a result of overcharges by Grantee are not ascertainable at the time the Parties have entered into this Agreement, as such damages may include, but are not limited to County's administrative costs and loss of potential investment returns (including interest). Accordingly, the liquidated damages provided for in this section are not a penalty and constitute a reasonable estimate of the losses the County may suffer as a result of improper overcharges by Grantee.

ARTICLE 7. FINANCIAL RESPONSIBILITY; REPORTS

7.1. Grantee shall maintain books, records, and documents in accordance with Section 13.4 and in accordance with accounting procedures and practices that sufficiently and properly reflect all expenditures of Program Funds provided by County under this Agreement.

7.2. If Grantee causes any Program Funds to be expended in violation of this Agreement, Grantee shall be obligated to refund such monies in full to County from non-Program Funds within sixty (60) days after Grantee receives notice of the violation. Use of Program Funds in violation of this Agreement will be considered an overcharge and subject to interest in accordance with Section 6.6 of this Agreement.

7.3. Annual Financial Report. In addition to Grantee's obligation to provide County with annual financial statements under Article 12, within ninety (90) days after the end of each of Grantee's fiscal years during which Grantee performs Services or receives Program Funds, Grantee shall provide the Contract Administrator a written annual financial report prepared by Grantee's chief financial officer or similar person that, at a minimum, includes the following:

7.3.1. A statement showing Grantee's receipt and disbursement of all Program Funds under this Agreement for the applicable fiscal year, including a description of expenses that includes, but is not limited to, patrol hours, operating expenses, equipment, and capital.

7.3.2. A patrol status report reflecting quantitative results of the enhanced marine law enforcement patrols under this Agreement including, but not limited to, the number of hours patrolled, safety inspections performed, warnings and citations issued, vessel accident reporting, and public contact.

7.3.3. An education status report, if applicable, to reflect the types of education provided by Grantee with Program Funds.

Failure to provide the annual financial report on a timely basis will result in the suspension of reimbursement to Grantee in accordance with Section 6.5 of this Agreement until the financial report is received.

7.4. Grantee shall ensure that all capital assets and equipment, if applicable, obtained or purchased with Program Funds shall be used solely for enhanced marine law enforcement for five (5) consecutive years. The period for such use shall commence upon the purchase date. Upon expiration of the five (5) consecutive years, title to such capital assets and equipment shall vest with Grantee.

If for any reason, during that five (5) year period, Grantee fails to utilize such capital assets or equipment for the intended purposes under this Agreement for any time longer than one (1) continuous month, Grantee shall immediately provide written notice to County of its cessation and include a description of the capital assets and equipment no longer being utilized. County, at its option, may take possession of the unused capital assets and equipment, and title to such capital assets and equipment shall not vest with Grantee.

ARTICLE 8. REPRESENTATIONS AND WARRANTIES

8.1. Representation of Authority. Grantee represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Grantee, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Grantee has with any third party or violates Applicable Law. Grantee further represents and warrants that execution of this Agreement is within Grantee's legal powers, and that each individual executing this Agreement on behalf of Grantee is duly authorized by all necessary and appropriate action to do so on behalf of Grantee and does so with full legal authority.

8.2. Application Representations. Grantee represents and warrants that all statements and representations made in the Grant Application submitted to County in connection with the negotiation or award of this Agreement were true and correct when made and are true and correct as of the date Grantee executes this Agreement, unless otherwise expressly disclosed in writing by Grantee.

8.3. Contingency Fee. Grantee represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Grantee, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

8.4. Truth-In-Negotiation Representation. Grantee's funding under this Agreement is based upon its representations to County, and Grantee certifies that the information supplied to substantiate the award to Grantee, including without limitation those representations made by Grantee during the negotiation of this Agreement, are accurate, complete, and current as of the date Grantee executes this Agreement. Grantee's reimbursements under this Agreement may be reduced by County, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to County as the basis for the Program Funds awarded in this Agreement.

8.5. Public Entity Crime Act. Grantee represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents

that its entry into this Agreement will not violate that statute. Grantee further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Grantee has been placed on the convicted vendor list.

8.6. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Grantee represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Grantee represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Grantee represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

8.7. Claims Against Grantee. Grantee represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Grantee, threatened against or affecting Grantee, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Grantee to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Grantee or on the ability of Grantee to conduct its business as presently conducted or as proposed or contemplated to be conducted.

8.8. Verification of Employment Eligibility. Grantee represents that Grantee has registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Grantee violates this section, County may immediately terminate this Agreement for cause and Grantee shall be liable for all costs incurred by County due to the termination.

8.9. Warranty of Performance. Grantee represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services and that each person and entity that will provide Services is duly qualified to perform such Services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. Grantee represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all Services shall equal or exceed prevailing industry standards for the provision of such Services.

8.10. Prohibited Telecommunications. Grantee represents and certifies that Grantee does not use, and for the Term will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26.

8.11. Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Code, Grantee represents and certifies that Grantee will comply with Section 26-125(d) of the Code for the duration of the Term.

8.12. Entities of Foreign Concern. Grantee represents and certifies (i) Grantee is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Grantee; and (iii) Grantee is not organized under the laws of, and does not have its principal place of business in, a foreign country of concern. Prior to Grantee's submission of an invoice for reimbursement pursuant to Section 6.1, Grantee shall submit to County an executed affidavit, under penalty of perjury and in a form approved by County, attesting that Grantee does not meet any of the criteria in Section 288.0071(1)(d), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 6.2 Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 288.0071, Florida Statutes.

8.13. Equal Employment Opportunity. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

8.14. Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the "Broward County Domestic Partnership Act," Section 16½-157 of the Code ("Act"), Grantee certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

8.15. Breach of Representations. Grantee acknowledges that County is materially relying on the representations, warranties, and certifications of Grantee stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Grantee; (c) set off from any amounts due Grantee the full amount of any damage incurred; and (d) debarment of Grantee.

ARTICLE 9. SOVEREIGN IMMUNITY; INDEMNIFICATION

9.1. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County (or Grantee, if Grantee is a Florida municipality, state agency, or political subdivision as defined in Section 768.28, Florida Statutes), nor shall anything included herein be construed as consent by either Party to be sued by third parties in any matter arising out of this Agreement.

9.2. Indemnification. Grantee shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Grantee, or any intentional, reckless, or negligent act or omission of Grantee, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Grantee shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Grantee under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 10. LIABILITY PROTECTION; INSURANCE

10.1. Public Entities. If Grantee is a municipality, state agency, or political subdivision subject to Section 768.28, Florida Statutes, in lieu of the insurance requirements provided for in this article, Grantee shall furnish the Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

10.2. Throughout the Term, Grantee shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit B in accordance with the terms and conditions of this article. Grantee shall maintain insurance coverage against claims relating to any act or omission by Grantee, its agents, representatives, or employees in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

10.3. Grantee shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit B on all policies required under this article.

10.4. On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, as may be requested by County, Grantee shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Grantee shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

10.5. Grantee shall ensure that all insurance coverages required by this article remain in full force and effect without any lapse in coverage throughout the Term and until all performance required of Grantee has been completed, as determined by Contract Administrator. Grantee or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at

least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

10.6. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by County's Risk Management Division in writing.

10.7. If Grantee maintains broader coverage or higher limits than the insurance requirements stated in Exhibit B, County shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance, or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by Grantee.

10.8. Grantee shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit B and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Grantee shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Grantee to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Grantee shall obtain same in endorsements to the required policies.

10.9. Unless prohibited by the applicable policy, Grantee waives any right to subrogation that any of Grantee's insurers may acquire against County, and shall obtain same in an endorsement of Grantee's insurance policies.

10.10. If Grantee fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Grantee. If requested by County, Grantee shall provide, within one (1) business day, evidence of each Subcontractor's compliance with this article.

10.11. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit B; and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Grantee must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit B.

ARTICLE 11. TERMINATION

11.1. Availability of Funds. The continuation of this Agreement is subject to the availability of Program Funds. If Program Funds are no longer available, County may terminate this Agreement with at least twenty-four (24) hours' prior written notice to Grantee, with the termination date specified in such notice. The Contract Administrator shall be the final authority as to the availability of funds and is authorized to issue the notice of termination to Grantee in accordance with this section.

11.2. Termination for Cause. This Agreement may be terminated for cause if a Party materially breaches any term, condition, or requirement of this Agreement and such breach is not corrected thirty (30) days after receipt of written notice from the non-breaching Party identifying the breach. This Agreement may also be terminated for cause by County for reasons including, but not limited to, Grantee's failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices.

Termination for cause by County may be made by the Board or the County Administrator, or by the Contract Administrator if expressly authorized under this Agreement. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 11.3 effective thirty (30) days after such notice was provided and Grantee shall be eligible for reimbursement for Services properly performed through the effective termination date as provided in Section 11.3 as its sole remedy.

11.3. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to Grantee. Grantee acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance notice to Grantee of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances, if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by County pursuant to this section, Grantee shall be paid for any Services properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable, and County shall have no further obligation to pay Grantee for Services under this Agreement.

11.4. Effect of Termination on Reimbursement. If this Agreement is terminated by either Party, any reimbursement(s) requested by Grantee for Services properly performed prior to the date of written notice of termination, shall be reimbursed by County pursuant to the terms of this Agreement, subject to any right of County to retain any sums otherwise due and payable to Grantee. Any Services or expenditures performed or incurred by Grantee after such date will only be subject to reimbursement by County if expressly approved in advance and in writing by the Contract Administrator.

11.5. Notice of termination shall be provided in accordance with the "Notice" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

11.6. Within fifteen (15) days after termination of this Agreement, all equipment and any other assets secured by Grantee with Program Funds that have not vested with Grantee in accordance with Section 7.4 shall be delivered to County.

11.7. If this Agreement is terminated for any reason, any Program Funds payable by County shall be withheld until Grantee provides to County all required documents and reports pursuant to Article 7.

11.8. Notwithstanding any provision in this Agreement to the contrary, Grantee shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Agreement by Grantee, and County may withhold any payment to Grantee for purposes of set-off until such time as the exact amount of damages is determined.

11.9. In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by County due to Grantee's failure to comply with any term(s) of this Agreement.

ARTICLE 12. FINANCIAL STATEMENTS AND MANAGEMENT LETTERS

12.1. Unless otherwise approved by the Contract Administrator in writing, Grantee shall submit the documents required by this article to the Contract Administrator within one hundred twenty (120) days after the close of each of Grantee's fiscal years in which Grantee performs Services or receives any Program Funds.

12.2. Grantee shall provide a copy of Grantee's audited financial statements and any applicable management letters, as well as Grantee's response to any management letters. The audit of the financial statements shall be prepared by an independent certified public accountant in accordance with generally accepted accounting principles for each of Grantee's fiscal years in which Grantee performs Services or receives Program Funds.

12.3. Grantee shall prepare and provide to the Contract Administrator a special report showing all revenues, by source, and all expenditures being funded under this Agreement. The report shall specifically disclose any Program Funds received that were not expended in accordance with the terms of this Agreement or Applicable Law. It shall identify the total of noncompliant expenditures as funds due back to County. If the special report is prepared by an independent certified public accountant, it shall be in accordance with generally accepted auditing standards. If the special report is prepared by an internal auditor, it shall be as nearly in accordance with generally accepted auditing standards as the status of the internal auditor permits, realizing that the internal auditor may not issue the opinions required therein. The special report is to be filed with Grantee's governing body.

12.4. Grantee shall report in writing to the Contract Administrator any additional income or other amounts paid to or earned by Grantee as a result of its performance of the Services. If Grantee received income from any third party to provide Services or services materially similar to the Services at the same dates, times, and locations provided for in this Agreement, Grantee shall reimburse County for the amount Grantee received from said third party for the Services or similar services up to the total amount of reimbursement made by County within thirty (30) days after the payment is received by Grantee from said third party, without demand from County.

12.5. Failure of Grantee to meet the reporting requirements in this article may result in immediate suspension of reimbursement under this and/or any other grant agreement with County then in effect, and disqualify Grantee from obtaining future grant funding until such financial statements have been provided to the Contract Administrator, and, if requested, reviewed and approved by the County Auditor.

12.6. Grantee acknowledges that submission of financial statements to any other Broward County office, agency, or division does not constitute compliance with the requirements of this Agreement to submit that material to the Contract Administrator.

ARTICLE 13. MISCELLANEOUS

13.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Grantee to manage and supervise the performance of this Agreement. Grantee acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.

13.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, data, or other work created by Grantee in connection with performing Services, whether finished or unfinished ("Documents and Work"), shall be owned by County, and Grantee hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of County and shall be delivered by Grantee to the Contract Administrator within seven (7) days after expiration or termination. Any compensation due to Grantee may be withheld until all Documents and Work are received as provided in this Agreement.

13.3. Public Records. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If Grantee is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Grantee shall:

13.3.1. Keep and maintain public records required by County to perform the Services;

13.3.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

13.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and

13.3.4. Upon expiration or termination of this Agreement, transfer to County, at no cost, all public records in possession of Grantee or keep and maintain public records required by County to perform the Services. If Grantee transfers the records to County, Grantee shall destroy any duplicate public records that are exempt or confidential and exempt. If Grantee keeps and maintains the public records, Grantee shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

If Grantee receives a request for public records regarding this Agreement or the Services, Grantee must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Grantee must separately submit and conspicuously label as "RESTRICTED MATERIAL – DO NOT PRODUCE" any material (a) that Grantee contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Grantee asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In addition, Grantee must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to County from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Grantee must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Grantee as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Grantee, or the claimed exemption is waived. Any failure by Grantee to strictly comply with the requirements of this section shall constitute Grantee's waiver of County's obligation to treat the records as Restricted Material. Grantee must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees,

litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

IF GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-8100, DANWEST@BROWARD.ORG, 950 NW 38th STREET, OAKLAND PARK, FLORIDA 33309.

13.4. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Grantee that are related to this Agreement. Grantee shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Grantee shall make same available in written form at no cost to County. Grantee shall provide County with reasonable access to Grantee's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

Grantee shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and Grantee expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Grantee hereby grants County the right to conduct such audit or review at Grantee's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Grantee shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit reveals overpricing or overcharges to County of any nature by Grantee in excess of five percent (5%) of the total contract billings reviewed by County, Grantee shall make adjustments for the overcharges and pay the reasonable liquidated damages pursuant to Section 6.6. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to Grantee.

13.5. Independent Contractor. Grantee is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither Grantee nor its agents shall act as officers,

employees, or agents of County. Grantee shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

13.6. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

13.7. Third-Party Beneficiaries. Neither Grantee nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

13.8. Notice; Payment Address. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for Grantee. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Director
Broward Parks and Recreation Division
950 N.W. 38th Street
Oakland Park, Florida 33309
Email address: parksdirector@broward.org

FOR GRANTEE:

Jay Szesnat, Chief of Police
Hillsboro Beach Police Department
1210 Hillsboro Mile, Suite B
Hillsboro Beach, Florida 33062
Email address: jszesnat@townofhillsborobeach.com

13.9. Subcontracting; Assignment. Grantee is prohibited from subcontracting the performance of any Services. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Grantee without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer,

encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

13.10. Conflicts. Neither Grantee nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Grantee's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of Grantee's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which they or Grantee is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude Grantee or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Grantee is permitted pursuant to this Agreement to utilize subcontractors to perform any Services required by this Agreement, Grantee shall require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Grantee.

13.11. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

13.12. Compliance with Laws. Grantee and the Services must comply with all Applicable Law including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements Chapter 33, Part VII of the Broward County Administrative Code, as a condition precedent to the release of Program Funds to Grantee.

13.13. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

13.14. Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

13.15. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as

"herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

13.16. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

13.17. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

13.18. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Grantee.

13.19. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

13.20. Payable Interest

13.20.1. Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to Grantee for any reason, whether as prejudgment interest or for any other purpose, and Grantee waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

13.20.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment

interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

13.21. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

13.22. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

13.23. Use of County Name or Logo. Grantee shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

13.24. Polystyrene Food Service Articles. Grantee shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator or their designee, authorized to execute same by Section 33.65, Broward County Administrative Code, and Grantee, signing by and through its duly authorized representative.

COUNTY

BROWARD COUNTY, by and through
its County Administrator or their designee

By: _____
Director of Parks and Recreation, Dan West

____ day of _____, 2024

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

By_____
Amanda Tolbert (Date)
Assistant County Attorney

AGREEMENT BETWEEN BROWARD COUNTY THE CITY OF HILLSBORO BEACH FOR THE ENHANCED MARINE LAW ENFORCEMENT GRANT PROGRAM FY 2024-2025

GRANTEE

City of Hillsboro Beach

By: _____
Authorized Signer

_____
Print Name and Title

_____day of _____, 2024

EXHIBIT A
Scope of Services

Grantee shall provide the following Services under the Agreement:

1. Hourly Rate. The hourly rate for Officers as of the Effective Date is Fifty-Two Dollars ($52.00) per hour per Officer.

2. Daytime Marine Patrol Coverage. Grantee will provide up to a total of **416 hours** of Daytime Marine Patrol Coverage in Zone II-B (Intracoastal Waterway and in the Hillsboro Inlet within the municipal boundaries of the Town of Hillsboro Beach) during the Term (regardless of the number of Officers assigned). **Excluded dates are:** October 30 – November 3 (Fort Lauderdale International Boat Show), December 13 – 14 (Fort Lauderdale and Pompano Beach Holiday Boat Parades), and May 10 – 11 (Fort Lauderdale Air Show).

3. Aggressive Marine Patrol Coverage. Grantee will provide up to a total of **304 hours** of Aggressive Marine Patrol Coverage Zone II-B (Intracoastal Waterway and in the Hillsboro Inlet within the municipal boundaries of the Town of Hillsboro Beach) during the Term. Aggressive Marine Patrol Coverage hours may be provided on Saturdays and Sundays only after eight (8) hours of Daytime Marine Patrol Coverage have been provided in the same patrol zone on that date. **Excluded dates are:** All weekday daytime hours, October 30 – November 3 (Fort Lauderdale International Boat Show), December 13 – 14 (Fort Lauderdale and Pompano Beach Holiday Boat Parades), and May 10 – 11 (Fort Lauderdale Air Show).

4. Multiple Officers. If Grantee reasonably determines that two (2) Officers per boat are required for safety or security reasons during Aggressive Marine Patrol Coverage hours, Grantee may place two (2) Officers on the boat. Notwithstanding anything else in this Agreement, however, Grantee may not invoice County for more than four (4) hours of Aggressive Marine Patrol Coverage per Officer on any given day for any time when two (2) Officers are in the same boat (i.e., no more than eight (8) Aggressive Marine Patrol Coverage hours per day, per boat).

5. Marine Law Enforcement Classes. Grantee will provide Marine Law Enforcement Classes for three (3) Officers, who will be assigned to perform patrol activities utilizing Program Funds.

Exhibit B
Minimum Insurance Requirements

Grantee is a public entity that is self-insured in accordance with Florida law. Pursuant to Section 10.1 of this Agreement, Grantee shall provide self-insurance, as outlined in the self-insurance letter attached hereto, in lieu of any other insurance required by Article 10 of the Agreement.

FMIT
FLORIDA MUNICIPAL INSURANCE TRUST

Florida League of Cities, Inc.
Department of Insurance Services
P.O. Box 538135
Orlando, FL 32853-8135
(800) 445-6248 / Fax: (407) 425-9378

ISSUED TO:
Town of Hillsboro Beach
201 North University Drive Suite 702
Coral Springs, FL 33071

FMIT Number: **0256**

BINDER OF COVERAGE

THIS IS TO CERTIFY THAT THE ABOVE NAMED MEMBER HAS SECURED COVERAGES THROUGH THE FOLLOWING SELF INSURANCE PROGRAM EFFECTIVE OCTOBER 01, 2023

- [X] Florida Municipal Insurance Trust
- [X] Property
- [X] Workers' Compensation
- [X] General Liability
- [X] Auto Liability
- [X] Auto Physical Damage

This Binder of Coverage expires December 31, 2023 and will be replaced by a coverage document. Failure to pay premiums in accordance with the payment policies will necessitate cancellation of this binder.

Date Issued: September 25, 2023

Authorized Representative

Limits of Liability and Deductible information are on file with the Administrator.

Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY

Invoice

Invoice Number: 719912
Invoice Date: 8/31/2024
Terms: Net 30 Days
Due Date: 9/30/2024
Customer #: AJ-0005085
Customer PO #:

Hillsboro Beach, FL, Town of
Attn: Bloom, Stephen
1210 Hillsboro Mile
Hillsboro, FL 33062
Stephen.Bloom@inframark / terri.lusk@inframark
/Sh

FF - Building Code Services

Summary

Description	Current Amount
Building Insp %Fee	$35,004.86
Invoice Total	**$35,004.86**

Supporting Detail

Building Insp %Fee

Date	Units	Rate	Amount	Description
8/31/2024	1.00	$35,004.86	$35,004.86	Building Permit Services % of Fee
Subtotal	**1.00**		**$35,004.86**	

Please remit to:
1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316

Net Invoice:	$35,004.86
Freight:	$0.00
Sales Tax:	$0.00
Invoice Total:	**$35,004.86**

Hillsboro Beach August 2024 Fees		
Total Permit Fees	$	40,799.83
Town Rev - 15%	$	6,119.97
CGA Rev - 85%	**$**	**34,679.86**
➢ CGA Admin Fees	$	325.00
CGA TOTAL	**$**	**35,004.86**

Town of Hillsboro Beach
Building Department
Finance Report

Start Date: 8/1/2024
End Date: 8/31/2024

	Permit Fees	Town Revenue	Fire Fees	Zoning Fees	Admin Fees	CGA Revenue	BORA	DBPR	DCA
MTD	$40,799.83	$6,119.97	$600.00	$1,350.00	$325.00	$34,679.86	$522.76	$362.20	$509.55
YTD	**$2,071,064.32**	**$310,659.65**	**$9,750.00**	**$14,550.00**	**$3,950.00**	**1,760,404.67**	**$10,968.28**	**$6,238.02**	**$9,059.48**

The Town of Hillsboro Beach
All Fees Collected

Start Date: 08/01/2024
End Date: 08/31/2024

Transaction #	Application #	Fee Description	Quantity	Amount	Date
599141	1039121	Building Permit Fee	5845	$ 154.89	8/1/2024
599141	1039121	BRA - Board of Rules & Appeals Fee	5845	$ 3.12	8/1/2024
599141	1039121	Goverment Fees FL BCAIF Surcharge	154.89	$ 2.32	8/1/2024
599141	1039121	Goverment Fees FL DBPR Surcharge	154.89	$ 2.00	8/1/2024
599141	1039121	Plan Review Fee	1	$ 95.00	8/1/2024
599152	1033554	Building Permit Fee	1000	$ 125.00	8/1/2024
599152	1033554	Goverment Fees FL BCAIF Surcharge	125	$ 2.00	8/1/2024
599152	1033554	Goverment Fees FL DBPR Surcharge	125	$ 2.00	8/1/2024
599152	1033554	BRA - Board of Rules & Appeals Fee	1000	$ 2.00	8/1/2024
599155	573071	Expired Permit - Greater Than 180 Days	243.8	$ 243.80	8/1/2024
599155	573071	Goverment Fees FL BCAIF Surcharge	243.8	$ 3.65	8/1/2024
599155	573071	Goverment Fees FL DBPR Surcharge	243.8	$ 2.43	8/1/2024
599155	573071	Re-Inspection Fee	1	$ 95.00	8/1/2024
599231	607922	Re-Inspection Fee	1	$ 95.00	8/2/2024
599232	607905	Re-Inspection Fee	1	$ 95.00	8/2/2024
599252	958190	Re-Inspection Fee	1	$ 95.00	8/2/2024
599291	1044203	Building Administrative Fee	1	$ 25.00	8/5/2024
599291	1044203	Fire Plan Review	1	$ 150.00	8/5/2024
599291	1044203	Fire Inspection	1	$ 150.00	8/5/2024
599291	1044203	Building Administrative Fee	1	$ 25.00	8/5/2024
599292	499817	Plan Review Fee	1	$ 95.00	8/5/2024
599292	499817	Plan Review Fee	1	$ 95.00	8/5/2024
599340	1043042	Building Permit Fee	5485	$ 145.35	8/5/2024
599340	1043042	BRA - Board of Rules & Appeals Fee	5485	$ 3.12	8/5/2024
599340	1043042	Goverment Fees FL BCAIF Surcharge	145.35	$ 2.18	8/5/2024
599340	1043042	Goverment Fees FL DBPR Surcharge	145.35	$ 2.00	8/5/2024
599376	1044235	Building Permit Fee	50000	$ 1,325.00	8/6/2024
599376	1044235	BRA - Board of Rules & Appeals Fee	50000	$ 26.00	8/6/2024
599376	1044235	Goverment Fees FL BCAIF Surcharge	1325	$ 19.87	8/6/2024
599376	1044235	Goverment Fees FL DBPR Surcharge	1325	$ 13.25	8/6/2024
599519	614326	Plan Review Fee	1	$ 95.00	8/7/2024
599519	614326	Plan Review Fee	2	$ 190.00	8/7/2024
599519	614326	Plan Review Fee	1	$ 95.00	8/7/2024
599550	487568	Building Permit Fee	50000	$ 1,325.00	8/8/2024
599550	487568	BRA - Board of Rules & Appeals Fee	50000	$ 26.00	8/8/2024
599550	487568	Goverment Fees FL BCAIF Surcharge	1325	$ 19.87	8/8/2024
599550	487568	Goverment Fees FL DBPR Surcharge	1325	$ 13.25	8/8/2024
599550	487568	Plan Review Fee	1	$ 95.00	8/8/2024
599550	487568	Building Administrative Fee	1	$ 25.00	8/8/2024
599550	487568	Zoning Plan Review	1	$ 150.00	8/8/2024
599572	489403	Change Of Contractor	1	$ 95.00	8/8/2024
599584	945467	Building Permit Fee	110000	$ 2,915.00	8/8/2024

599584	945467	BRA - Board of Rules & Appeals Fee	110000	$	57.20	8/8/2024
599584	945467	Goverment Fees FL BCAIF Surcharge	2915	$	43.72	8/8/2024
599584	945467	Goverment Fees FL DBPR Surcharge	2915	$	29.15	8/8/2024
599584	945467	Building Permit Fee	9600	$	254.40	8/8/2024
599584	945467	BRA - Board of Rules & Appeals Fee	9600	$	5.20	8/8/2024
599584	945467	Goverment Fees FL BCAIF Surcharge	254.4	$	3.81	8/8/2024
599584	945467	Goverment Fees FL DBPR Surcharge	254.4	$	2.54	8/8/2024
599584	945467	Building Permit Fee	1000	$	125.00	8/8/2024
599584	945467	BRA - Board of Rules & Appeals Fee	1000	$	2.00	8/8/2024
599584	945467	Goverment Fees FL BCAIF Surcharge	125	$	2.00	8/8/2024
599584	945467	Goverment Fees FL DBPR Surcharge	125	$	2.00	8/8/2024
599584	945467	Building Permit Fee	8600	$	227.90	8/8/2024
599584	945467	BRA - Board of Rules & Appeals Fee	8600	$	4.68	8/8/2024
599584	945467	Goverment Fees FL BCAIF Surcharge	227.9	$	3.41	8/8/2024
599584	945467	Goverment Fees FL DBPR Surcharge	227.9	$	2.27	8/8/2024
599584	945467	Plan Review Fee	1	$	95.00	8/8/2024
599584	945467	Plan Review Fee	1	$	95.00	8/8/2024
599584	945467	Plan Review Fee	1	$	95.00	8/8/2024
599584	945467	Plan Review Fee	1	$	95.00	8/8/2024
599605	1044310	Building Permit Fee	24000	$	636.00	8/9/2024
599605	1044310	BRA - Board of Rules & Appeals Fee	24000	$	12.48	8/9/2024
599605	1044310	Goverment Fees FL BCAIF Surcharge	636	$	9.54	8/9/2024
599605	1044310	Goverment Fees FL DBPR Surcharge	636	$	6.36	8/9/2024
599605	1044310	Plan Review Fee	1	$	95.00	8/9/2024
599705	656659	Permit Card Replacement; CO/CC	1	$	25.00	8/12/2024
599705	656659	Plan Review Fee	1	$	95.00	8/12/2024
599705	656659	Plan Review Fee	3	$	285.00	8/12/2024
599719	658188	Plan Review Fee	1	$	95.00	8/12/2024
599736	958794	Building Permit Fee	18000	$	477.00	8/13/2024
599736	958794	BRA - Board of Rules & Appeals Fee	18000	$	9.36	8/13/2024
599736	958794	Goverment Fees FL BCAIF Surcharge	477	$	7.15	8/13/2024
599736	958794	Goverment Fees FL DBPR Surcharge	477	$	4.77	8/13/2024
599736	958794	Work Without Permit Fee	477	$	477.00	8/13/2024
599738	958794	Plan Review Fee	1	$	95.00	8/13/2024
599738	958794	Plan Review Fee	1	$	95.00	8/13/2024
599738	958794	Plan Review Fee	1	$	95.00	8/13/2024
599738	958794	Work Without Permit Fee	850.65	$	850.65	8/13/2024
599738	958794	Work Without Permit Fee	278.25	$	278.25	8/13/2024
599738	958794	Work Without Permit Fee	381.6	$	381.60	8/13/2024
599738	958794	Building Permit Fee	32100	$	850.65	8/13/2024
599738	958794	BRA - Board of Rules & Appeals Fee	32100	$	17.16	8/13/2024
599738	958794	Goverment Fees FL BCAIF Surcharge	850.65	$	12.75	8/13/2024
599738	958794	Goverment Fees FL DBPR Surcharge	850.65	$	8.50	8/13/2024

599738	958794	Building Permit Fee	10500	$	278.25	8/13/2024
599738	958794	BRA - Board of Rules & Appeals Fee	10500	$	5.72	8/13/2024
599738	958794	Goverment Fees FL BCAIF Surcharge	278.25	$	4.17	8/13/2024
599738	958794	Goverment Fees FL DBPR Surcharge	278.25	$	2.78	8/13/2024
599738	958794	Building Permit Fee	14400	$	381.60	8/13/2024
599738	958794	BRA - Board of Rules & Appeals Fee	14400	$	7.80	8/13/2024
599738	958794	Goverment Fees FL BCAIF Surcharge	381.6	$	5.72	8/13/2024
599738	958794	Goverment Fees FL DBPR Surcharge	381.6	$	3.81	8/13/2024
599744	834875	Re-Inspection Fee	1	$	95.00	8/13/2024
599776	124023	Expired Permit - Greater Than 180 Days	1123.62	$	1,123.62	8/13/2024
599776	124023	Goverment Fees FL BCAIF Surcharge	1123.62	$	16.85	8/13/2024
599776	124023	Goverment Fees FL DBPR Surcharge	1123.62	$	11.23	8/13/2024
599776	124023	Expired Permit - Greater Than 180 Days	176.88	$	176.88	8/13/2024
599776	124023	Goverment Fees FL BCAIF Surcharge	176.88	$	2.65	8/13/2024
599776	124023	Goverment Fees FL DBPR Surcharge	176.88	$	2.00	8/13/2024
599776	124023	Expired Permit - Greater Than 180 Days	125	$	125.00	8/13/2024
599776	124023	Goverment Fees FL BCAIF Surcharge	125	$	2.00	8/13/2024
599776	124023	Goverment Fees FL DBPR Surcharge	125	$	2.00	8/13/2024
599776	124023	Expired Permit - Greater Than 180 Days	125	$	125.00	8/13/2024
599776	124023	Goverment Fees FL BCAIF Surcharge	125	$	2.00	8/13/2024
599776	124023	Goverment Fees FL DBPR Surcharge	125	$	2.00	8/13/2024
599810	496413	Expired Permit - Greater Than 180 Days	259.7	$	259.70	8/13/2024
599810	496413	Goverment Fees FL BCAIF Surcharge	259.7	$	3.89	8/13/2024
599810	496413	Goverment Fees FL DBPR Surcharge	259.7	$	2.59	8/13/2024
599822	1002627	Building Permit Fee	168000	$	4,452.00	8/13/2024
599822	1002627	BRA - Board of Rules & Appeals Fee	168000	$	87.36	8/13/2024
599822	1002627	Goverment Fees FL BCAIF Surcharge	4452	$	66.78	8/13/2024
599822	1002627	Goverment Fees FL DBPR Surcharge	4452	$	44.52	8/13/2024
599822	1002627	Plan Review Fee	2	$	190.00	8/13/2024
599834	1051797	Building Permit Fee	7039.59	$	186.54	8/14/2024
599834	1051797	BRA - Board of Rules & Appeals Fee	7039.59	$	4.16	8/14/2024
599834	1051797	Goverment Fees FL BCAIF Surcharge	186.54	$	2.79	8/14/2024
599834	1051797	Goverment Fees FL DBPR Surcharge	186.54	$	2.00	8/14/2024
599837	1038080	Building Permit Fee	10350	$	274.27	8/14/2024
599837	1038080	BRA - Board of Rules & Appeals Fee	10350	$	5.72	8/14/2024
599837	1038080	Goverment Fees FL BCAIF Surcharge	274.27	$	4.11	8/14/2024
599837	1038080	Goverment Fees FL DBPR Surcharge	274.27	$	2.74	8/14/2024
599837	1038080	Building Permit Fee	8400	$	222.60	8/14/2024
599837	1038080	BRA - Board of Rules & Appeals Fee	8400	$	4.68	8/14/2024
599837	1038080	Goverment Fees FL BCAIF Surcharge	222.6	$	3.33	8/14/2024
599837	1038080	Goverment Fees FL DBPR Surcharge	222.6	$	2.22	8/14/2024
599839	964323	Plan Review Fee	1	$	95.00	8/14/2024
599839	964323	Plan Review Fee	1	$	95.00	8/14/2024

599839	964323	Plan Review Fee	1	$	95.00	8/14/2024
600008	837377	Building Permit Fee	1000	$	125.00	8/16/2024
600008	837377	BRA - Board of Rules & Appeals Fee	1000	$	2.00	8/16/2024
600008	837377	Goverment Fees FL BCAIF Surcharge	125	$	2.00	8/16/2024
600008	837377	Goverment Fees FL DBPR Surcharge	125	$	2.00	8/16/2024
600008	837377	Building Permit Fee	250	$	125.00	8/16/2024
600008	837377	BRA - Board of Rules & Appeals Fee	250	$	2.00	8/16/2024
600008	837377	Goverment Fees FL BCAIF Surcharge	125	$	2.00	8/16/2024
600008	837377	Goverment Fees FL DBPR Surcharge	125	$	2.00	8/16/2024
600011	1047212	Building Permit Fee	6310	$	167.21	8/16/2024
600011	1047212	BRA - Board of Rules & Appeals Fee	6310	$	3.64	8/16/2024
600011	1047212	Goverment Fees FL BCAIF Surcharge	167.21	$	2.50	8/16/2024
600011	1047212	Goverment Fees FL DBPR Surcharge	167.21	$	2.00	8/16/2024
600012	1047217	Building Permit Fee	3880	$	125.00	8/16/2024
600012	1047217	BRA - Board of Rules & Appeals Fee	3880	$	2.08	8/16/2024
600012	1047217	Goverment Fees FL BCAIF Surcharge	125	$	2.00	8/16/2024
600012	1047217	Goverment Fees FL DBPR Surcharge	125	$	2.00	8/16/2024
600013	1047224	Building Permit Fee	3880	$	125.00	8/16/2024
600013	1047224	BRA - Board of Rules & Appeals Fee	3880	$	2.08	8/16/2024
600013	1047224	Goverment Fees FL BCAIF Surcharge	125	$	2.00	8/16/2024
600013	1047224	Goverment Fees FL DBPR Surcharge	125	$	2.00	8/16/2024
600014	1046314	Building Permit Fee	3880	$	125.00	8/16/2024
600014	1046314	BRA - Board of Rules & Appeals Fee	3880	$	2.08	8/16/2024
600014	1046314	Goverment Fees FL BCAIF Surcharge	125	$	2.00	8/16/2024
600014	1046314	Goverment Fees FL DBPR Surcharge	125	$	2.00	8/16/2024
600015	1046327	Building Permit Fee	3880	$	125.00	8/16/2024
600015	1046327	BRA - Board of Rules & Appeals Fee	3880	$	2.08	8/16/2024
600015	1046327	Goverment Fees FL BCAIF Surcharge	125	$	2.00	8/16/2024
600015	1046327	Goverment Fees FL DBPR Surcharge	125	$	2.00	8/16/2024
600057	1054046	Building Permit Fee	7948	$	210.62	8/16/2024
600057	1054046	BRA - Board of Rules & Appeals Fee	7948	$	4.16	8/16/2024
600057	1054046	Goverment Fees FL BCAIF Surcharge	210.62	$	3.15	8/16/2024
600057	1054046	Goverment Fees FL DBPR Surcharge	210.62	$	2.10	8/16/2024
600132	1046332	Building Permit Fee	3880	$	125.00	8/19/2024
600132	1046332	BRA - Board of Rules & Appeals Fee	3880	$	2.08	8/19/2024
600132	1046332	Goverment Fees FL BCAIF Surcharge	125	$	2.00	8/19/2024
600132	1046332	Goverment Fees FL DBPR Surcharge	125	$	2.00	8/19/2024
600133	1046336	Building Permit Fee	3880	$	125.00	8/19/2024
600133	1046336	BRA - Board of Rules & Appeals Fee	3880	$	2.08	8/19/2024
600133	1046336	Goverment Fees FL BCAIF Surcharge	125	$	2.00	8/19/2024
600133	1046336	Goverment Fees FL DBPR Surcharge	125	$	2.00	8/19/2024
600134	1046345	Building Permit Fee	3880	$	125.00	8/19/2024
600134	1046345	BRA - Board of Rules & Appeals Fee	3880	$	2.08	8/19/2024

600134	1046345	Goverment Fees FL BCAIF Surcharge	125	$	2.00	8/19/2024
600134	1046345	Goverment Fees FL DBPR Surcharge	125	$	2.00	8/19/2024
600136	1046352	Building Permit Fee	3880	$	125.00	8/19/2024
600136	1046352	BRA - Board of Rules & Appeals Fee	3880	$	2.08	8/19/2024
600136	1046352	Goverment Fees FL BCAIF Surcharge	125	$	2.00	8/19/2024
600136	1046352	Goverment Fees FL DBPR Surcharge	125	$	2.00	8/19/2024
600188	1047222	Building Permit Fee	5987	$	158.65	8/19/2024
600188	1047222	BRA - Board of Rules & Appeals Fee	5987	$	3.12	8/19/2024
600188	1047222	Goverment Fees FL BCAIF Surcharge	158.65	$	2.37	8/19/2024
600188	1047222	Goverment Fees FL DBPR Surcharge	158.65	$	2.00	8/19/2024
600194	607934	Expired Permit - Greater Than 180 Days	935.23	$	935.23	8/20/2024
600194	607934	Goverment Fees FL BCAIF Surcharge	935.23	$	14.02	8/20/2024
600194	607934	Goverment Fees FL DBPR Surcharge	935.23	$	9.35	8/20/2024
600194	607938	Expired Permit - Greater Than 180 Days	1020.27	$	1,020.27	8/20/2024
600194	607938	Goverment Fees FL BCAIF Surcharge	1020.27	$	15.30	8/20/2024
600194	607938	Goverment Fees FL DBPR Surcharge	1020.27	$	10.20	8/20/2024
600223	1032583	Building Permit Fee	3000	$	125.00	8/20/2024
600223	1032583	BRA - Board of Rules & Appeals Fee	3000	$	2.00	8/20/2024
600223	1032583	Goverment Fees FL BCAIF Surcharge	125	$	2.00	8/20/2024
600223	1032583	Goverment Fees FL DBPR Surcharge	125	$	2.00	8/20/2024
600234	1032583	Building Administrative Fee	2	$	50.00	8/20/2024
600234	1032583	Zoning Plan Review	2	$	300.00	8/20/2024
600234	1032583	Zoning Inspection Fee	1	$	150.00	8/20/2024
600234	1032583	Building Administrative Fee	1	$	25.00	8/20/2024
600254	1053949	Building Permit Fee	8110	$	214.91	8/20/2024
600254	1053949	BRA - Board of Rules & Appeals Fee	8110	$	4.68	8/20/2024
600254	1053949	Goverment Fees FL BCAIF Surcharge	214.91	$	3.22	8/20/2024
600254	1053949	Goverment Fees FL DBPR Surcharge	214.91	$	2.14	8/20/2024
600255	1053931	Building Permit Fee	3880	$	125.00	8/20/2024
600255	1053931	BRA - Board of Rules & Appeals Fee	3880	$	2.08	8/20/2024
600255	1053931	Goverment Fees FL BCAIF Surcharge	125	$	2.00	8/20/2024
600255	1053931	Goverment Fees FL DBPR Surcharge	125	$	2.00	8/20/2024
600264	1055029	Building Permit Fee	6995	$	185.36	8/20/2024
600264	1055029	BRA - Board of Rules & Appeals Fee	6995	$	3.64	8/20/2024
600264	1055029	Goverment Fees FL BCAIF Surcharge	185.36	$	2.78	8/20/2024
600264	1055029	Goverment Fees FL DBPR Surcharge	185.36	$	2.00	8/20/2024
600264	1054439	Building Permit Fee	7295	$	193.31	8/20/2024
600264	1054439	BRA - Board of Rules & Appeals Fee	7295	$	4.16	8/20/2024
600264	1054439	Goverment Fees FL BCAIF Surcharge	193.31	$	2.89	8/20/2024
600264	1054439	Goverment Fees FL DBPR Surcharge	193.31	$	2.00	8/20/2024
600274	1055246	Building Permit Fee	5970	$	158.20	8/20/2024
600274	1055246	BRA - Board of Rules & Appeals Fee	5970	$	3.12	8/20/2024
600274	1055246	Goverment Fees FL BCAIF Surcharge	158.2	$	2.37	8/20/2024

600274	1055246	Goverment Fees FL DBPR Surcharge	158.2	$	2.00	8/20/2024
600301	543410	Plan Review Fee	1	$	95.00	8/21/2024
600301	543410	Plan Review Fee	1	$	95.00	8/21/2024
600301	543410	Plan Review Fee	1	$	95.00	8/21/2024
600301	543410	Plan Review Fee	1	$	95.00	8/21/2024
600334	1056539	Building Permit Fee	4899	$	125.00	8/21/2024
600334	1056539	BRA - Board of Rules & Appeals Fee	4899	$	2.60	8/21/2024
600334	1056539	Goverment Fees FL BCAIF Surcharge	125	$	2.00	8/21/2024
600334	1056539	Goverment Fees FL DBPR Surcharge	125	$	2.00	8/21/2024
600339	1040026	Building Permit Fee	93957	$	2,489.86	8/21/2024
600339	1040026	BRA - Board of Rules & Appeals Fee	93957	$	48.88	8/21/2024
600339	1040026	Goverment Fees FL BCAIF Surcharge	2489.86	$	37.34	8/21/2024
600339	1040026	Goverment Fees FL DBPR Surcharge	2489.86	$	24.89	8/21/2024
600339	1040026	Plan Review Fee	1	$	95.00	8/21/2024
600413	785244	Re-Inspection Fee	1	$	95.00	8/22/2024
600433	1059981	Building Administrative Fee	1	$	25.00	8/23/2024
600433	1059981	Fire Plan Review	1	$	150.00	8/23/2024
600433	1059981	Fire Inspection	1	$	150.00	8/23/2024
600433	1059981	Building Administrative Fee	1	$	25.00	8/23/2024
600475	833926	Building Permit Fee	750	$	125.00	8/23/2024
600475	833926	BRA - Board of Rules & Appeals Fee	750	$	2.00	8/23/2024
600475	833926	Goverment Fees FL BCAIF Surcharge	125	$	2.00	8/23/2024
600475	833926	Goverment Fees FL DBPR Surcharge	125	$	2.00	8/23/2024
600475	833926	Plan Review Fee	1	$	95.00	8/23/2024
600479	994065	Building Permit Fee	7000	$	185.50	8/23/2024
600479	994065	BRA - Board of Rules & Appeals Fee	7000	$	3.64	8/23/2024
600479	994065	Goverment Fees FL BCAIF Surcharge	185.5	$	2.78	8/23/2024
600479	994065	Goverment Fees FL DBPR Surcharge	185.5	$	2.00	8/23/2024
600479	994065	Building Permit Fee	3000	$	125.00	8/23/2024
600479	994065	BRA - Board of Rules & Appeals Fee	3000	$	2.00	8/23/2024
600479	994065	Goverment Fees FL BCAIF Surcharge	125	$	2.00	8/23/2024
600479	994065	Goverment Fees FL DBPR Surcharge	125	$	2.00	8/23/2024
600479	994065	Building Permit Fee	3000	$	125.00	8/23/2024
600479	994065	BRA - Board of Rules & Appeals Fee	3000	$	2.00	8/23/2024
600479	994065	Goverment Fees FL BCAIF Surcharge	125	$	2.00	8/23/2024
600479	994065	Goverment Fees FL DBPR Surcharge	125	$	2.00	8/23/2024
600479	994065	Plan Review Fee	1	$	95.00	8/23/2024
600479	994065	Plan Review Fee	1	$	95.00	8/23/2024
600479	994065	Plan Review Fee	2	$	190.00	8/23/2024
600496	93495	Expired Permit - Greater Than 180 Days	825.1	$	825.10	8/26/2024
600496	93495	Goverment Fees FL BCAIF Surcharge	825.1	$	12.37	8/26/2024
600496	93495	Goverment Fees FL DBPR Surcharge	825.1	$	8.25	8/26/2024
600497	93607	Expired Permit - Greater Than 180 Days	904.16	$	904.16	8/26/2024

600497	93607	Goverment Fees FL BCAIF Surcharge	904.46	$	13.56	8/26/2024
600497	93607	Goverment Fees FL DBPR Surcharge	904.16	$	9.04	8/26/2024
600498	85145	Expired Permit - Greater Than 180 Days	901	$	901.00	8/26/2024
600498	85145	Goverment Fees FL BCAIF Surcharge	901	$	13.51	8/26/2024
600498	85145	Goverment Fees FL DBPR Surcharge	901	$	9.01	8/26/2024
600499	85143	Expired Permit - Greater Than 180 Days	315.35	$	315.35	8/26/2024
600499	85143	Goverment Fees FL BCAIF Surcharge	315.35	$	4.73	8/26/2024
600499	85143	Goverment Fees FL DBPR Surcharge	315.35	$	3.15	8/26/2024
600507	1054429	Building Permit Fee	2400	$	125.00	8/26/2024
600507	1054429	BRA - Board of Rules & Appeals Fee	2400	$	2.00	8/26/2024
600507	1054429	Goverment Fees FL BCAIF Surcharge	125	$	2.00	8/26/2024
600507	1054429	Goverment Fees FL DBPR Surcharge	125	$	2.00	8/26/2024
600522	1059788	Building Permit Fee	3290	$	125.00	8/26/2024
600522	1059788	BRA - Board of Rules & Appeals Fee	3290	$	2.08	8/26/2024
600522	1059788	Goverment Fees FL BCAIF Surcharge	125	$	2.00	8/26/2024
600522	1059788	Goverment Fees FL DBPR Surcharge	125	$	2.00	8/26/2024
600527	1060371	Building Permit Fee	5809.2	$	153.94	8/26/2024
600527	1060371	BRA - Board of Rules & Appeals Fee	5809.2	$	3.12	8/26/2024
600527	1060371	Goverment Fees FL BCAIF Surcharge	153.94	$	2.30	8/26/2024
600527	1060371	Goverment Fees FL DBPR Surcharge	153.94	$	2.00	8/26/2024
600572	1054454	Building Permit Fee	9000	$	238.50	8/26/2024
600572	1054454	BRA - Board of Rules & Appeals Fee	9000	$	4.68	8/26/2024
600572	1054454	Goverment Fees FL BCAIF Surcharge	238.5	$	3.57	8/26/2024
600572	1054454	Goverment Fees FL DBPR Surcharge	238.5	$	2.38	8/26/2024
600572	1054454	Building Administrative Fee	2	$	50.00	8/26/2024
600572	1054454	Zoning Plan Review	2	$	300.00	8/26/2024
600572	1054454	Zoning Inspection Fee	1	$	150.00	8/26/2024
600572	1054454	Building Administrative Fee	1	$	25.00	8/26/2024
600592	1053279	Building Permit Fee	7551	$	200.10	8/27/2024
600592	1053279	BRA - Board of Rules & Appeals Fee	7551	$	4.16	8/27/2024
600592	1053279	Goverment Fees FL BCAIF Surcharge	200.1	$	3.00	8/27/2024
600592	1053279	Goverment Fees FL DBPR Surcharge	200.1	$	2.00	8/27/2024
600608	1038080	Plan Review Fee	1	$	95.00	8/27/2024
600613	1018745	Building Permit Fee	14760	$	391.14	8/27/2024
600613	1018745	BRA - Board of Rules & Appeals Fee	14760	$	7.80	8/27/2024
600613	1018745	Goverment Fees FL BCAIF Surcharge	391.14	$	5.86	8/27/2024
600613	1018745	Goverment Fees FL DBPR Surcharge	391.14	$	3.91	8/27/2024
600613	1018745	Plan Review Fee	1	$	95.00	8/27/2024
600613	1018745	Building Permit Fee	3865	$	125.00	8/27/2024
600613	1018745	BRA - Board of Rules & Appeals Fee	3865	$	2.08	8/27/2024
600613	1018745	Goverment Fees FL BCAIF Surcharge	125	$	2.00	8/27/2024
600613	1018745	Goverment Fees FL DBPR Surcharge	125	$	2.00	8/27/2024
600613	1018745	Plan Review Fee	1	$	95.00	8/27/2024

600629	1057532	Building Permit Fee	3880	$	125.00	8/27/2024
600629	1057532	BRA - Board of Rules & Appeals Fee	3880	$	2.08	8/27/2024
600629	1057532	Goverment Fees FL BCAIF Surcharge	125	$	2.00	8/27/2024
600629	1057532	Goverment Fees FL DBPR Surcharge	125	$	2.00	8/27/2024
600648	785244	Re-Inspection Fee	1	$	95.00	8/27/2024
600654	1063285	Building Permit Fee	4600	$	125.00	8/28/2024
600654	1063285	BRA - Board of Rules & Appeals Fee	4600	$	2.60	8/28/2024
600654	1063285	Goverment Fees FL BCAIF Surcharge	125	$	2.00	8/28/2024
600654	1063285	Goverment Fees FL DBPR Surcharge	125	$	2.00	8/28/2024
600664	905753	Plan Review Fee	2	$	190.00	8/28/2024
600664	905753	Plan Review Fee	1	$	95.00	8/28/2024
600664	905753	Plan Review Fee	1	$	95.00	8/28/2024
600664	905753	Plan Review Fee	1	$	95.00	8/28/2024
600675	1057934	Building Permit Fee	7800	$	206.70	8/28/2024
600675	1057934	BRA - Board of Rules & Appeals Fee	7800	$	4.16	8/28/2024
600675	1057934	Goverment Fees FL BCAIF Surcharge	206.7	$	3.10	8/28/2024
600675	1057934	Goverment Fees FL DBPR Surcharge	206.7	$	2.06	8/28/2024
600698	1059129	Building Permit Fee	17325	$	459.11	8/28/2024
600698	1059129	BRA - Board of Rules & Appeals Fee	17325	$	9.36	8/28/2024
600698	1059129	Goverment Fees FL BCAIF Surcharge	459.11	$	6.88	8/28/2024
600698	1059129	Goverment Fees FL DBPR Surcharge	459.11	$	4.59	8/28/2024
600706	1055015	Building Permit Fee	1699	$	125.00	8/28/2024
600706	1055015	BRA - Board of Rules & Appeals Fee	1699	$	2.00	8/28/2024
600706	1055015	Goverment Fees FL BCAIF Surcharge	125	$	2.00	8/28/2024
600706	1055015	Goverment Fees FL DBPR Surcharge	125	$	2.00	8/28/2024
600729	1064328	Building Permit Fee	4885	$	125.00	8/29/2024
600729	1064328	BRA - Board of Rules & Appeals Fee	4885	$	2.60	8/29/2024
600729	1064328	Goverment Fees FL BCAIF Surcharge	125	$	2.00	8/29/2024
600729	1064328	Goverment Fees FL DBPR Surcharge	125	$	2.00	8/29/2024
600733	1047604	Building Permit Fee	117000	$	3,100.50	8/29/2024
600733	1047604	BRA - Board of Rules & Appeals Fee	117000	$	60.84	8/29/2024
600733	1047604	Goverment Fees FL BCAIF Surcharge	3100.5	$	46.50	8/29/2024
600733	1047604	Goverment Fees FL DBPR Surcharge	3100.5	$	31.00	8/29/2024
600735	1047604	Building Administrative Fee	1	$	25.00	8/29/2024
600735	1047604	Zoning Plan Review	1	$	150.00	8/29/2024
600735	1047604	Zoning Inspection Fee	1	$	150.00	8/29/2024
600735	1047604	Building Administrative Fee	1	$	25.00	8/29/2024
600757	1056887	Building Permit Fee	1295	$	125.00	8/29/2024
600757	1056887	BRA - Board of Rules & Appeals Fee	1295	$	2.00	8/29/2024
600757	1056887	Goverment Fees FL BCAIF Surcharge	125	$	2.00	8/29/2024
600757	1056887	Goverment Fees FL DBPR Surcharge	125	$	2.00	8/29/2024
600766	1044244	Building Permit Fee	12440	$	329.66	8/29/2024
600766	1044244	BRA - Board of Rules & Appeals Fee	12440	$	6.76	8/29/2024

The Town of Hillsboro Beach
All Fees Collected

Start Date: 08/01/2024
End Date: 08/31/2024

600766	1044244	Goverment Fees FL BCAIF Surcharge	329.66	$	4.94	8/29/2024
600766	1044244	Goverment Fees FL DBPR Surcharge	329.66	$	3.29	8/29/2024
600766	1044244	Plan Review Fee	1	$	95.00	8/29/2024
600768	1061885	Building Permit Fee	9200	$	243.80	8/29/2024
600768	1061885	BRA - Board of Rules & Appeals Fee	9200	$	5.20	8/29/2024
600768	1061885	Goverment Fees FL BCAIF Surcharge	243.8	$	3.65	8/29/2024
600768	1061885	Goverment Fees FL DBPR Surcharge	243.8	$	2.43	8/29/2024
600837	1065801	Building Permit Fee	5800	$	153.70	8/30/2024
600837	1065801	BRA - Board of Rules & Appeals Fee	5800	$	3.12	8/30/2024
600837	1065801	Goverment Fees FL BCAIF Surcharge	153.7	$	2.30	8/30/2024
600837	1065801	Goverment Fees FL DBPR Surcharge	153.7	$	2.00	8/30/2024
					$44,469.34	

LSF SHUTTLE
A TRANSPORTATION AMERICA COMPANY

Invoice Date:	08/31/2024
Date Invoice Submitted:	09/03/2024
Invoice #:	24-0831-26
Account:	32-TOWNH

TO: TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile
Hillsboro Beach, FL 33062
Mac Serda

INVOICE

Transportation Services Provided
For the month of
Aug-2024

SHUTTLE BUS		3 days a week 9:00am to 5:50pm	
	106.59	Service Hrs @ $53.00/Hr.	$ 5,649.27
Mon - Wed - Fri	13	Svc Days @ 8.83 Svc Hrs/Day	

Total Amount due this Invoice **$ 5,649.27**

For Billing Inquiries Please Call Ernaliz Lopez or Suyin Fernandez @ 954-463-0845 Ext 2126 or 2127.

Remittance Instructions:
Limousines of South Florida, Inc.
PO Box 14661
Miami, FL 33101-4661

Thank you for the Opportunity to Service your Transportation Needs

Hillsboro Beach

MUNICIPAL TROLLEY OPERATIONS SERVICES

LSF SHUTTLE
A TRANSPORTATION AMERICA COMPANY

Service Disruption Log

For the Month of August, 2024

HILLSBORO BEACH Trolley Routes								
No.	TYPE OF SERVICE DISRUPTION Collision Accident CA; Roadcall RC; Passenger Injury PI; Driver not Available DNA; Vehicle Not Available VNA; Other Incident OI Details of Service Interruption	BUS #	DAY	DATE	TIME OUT	TIME IN	TOTAL TIME LOST (in minutes)	TOTAL TIME LOST (in decimal hours)
1	Missed, No Bus Available - Mechanical Beyond Our Control / REPLACED 1722	2017	Friday	08/02/24	9:00 AM	11:00 AM	2:00	2.00
2	No A/C / Operator Fan - Mechanical Beyond Our Control / REPLACED 1722	1722	Friday	08/02/24	3:38 PM	5:50 PM	2:12	2.20
3	Running Behind Schedule / REPLACED 899	899	Monday	08/05/24	9:00 AM	10:00 AM	1:00	1.00
4	Running Behind Schedule / REPLACED 899	1010	Wednesday	08/07/24	9:00 AM	10:00 AM	1:00	1.00
5	Running Behind Schedule / REPLACED 899	899	Friday	08/09/24	9:00 AM	10:00 AM	1:00	1.00
6	Running Behind Schedule / REPLACED 899	899	Monday	08/12/24	9:00 AM	10:00 AM	1:00	1.00
						Total Time Lost	8:12	8.20

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

09/25/2024

TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile
Hillsboro Beach FL 33062

ACCOUNT NO: 1182-0606490
STATEMENT NO: 61661

Attn: Mac Serda, Town Manager

General Matters

			HOURS	
08/27/2024	DJD	Telephone conference with Jim Hickey; review staff report.	0.60	
08/28/2024	DJD	Telephone conference with Mayor Miller; address agenda items.	1.40	
08/29/2024	DJD	Address agenda item.	0.40	
09/03/2024	DJD	Telephone conference with Town Manager.	0.20	
09/04/2024	DJD	Telephone conference with Mayor Miller; attend Budget Meeting of Town Commission.	1.50	
09/05/2024	SMS	Call and revisions related to Beach Renourishment.	0.60	
09/09/2024	DJD	Telephone conference with members of the Commission; review agenda; prepare for Town Commission meeting.	1.70	
09/10/2024	DJD	Prepare for and attend Town Commission Meeting.	5.80	
09/11/2024	SMS	Review of required affidavits.	0.20	
	DJD	Post Commission meeting follow up ; address Development Orders; amend Ordinances.	1.70	
09/12/2024	DJD	Telephone conference with Town Commission; review revised ordinances.	0.80	
09/13/2024	DJD	Address Amendments to CD District Ordinance; telephone conference with Brian Horowitz, Esquire.	0.70	
09/16/2024	DJD	Attend special meeting ; review email for Donna Rockfield.	1.00	
09/17/2024	DJD	Address purchase of gasoline and diesel fuel.	0.30	
09/19/2024	DJD	Review Code; telephone conference with Mayor and Town Manager; address agenda.	1.50	
09/20/2024	DJD	Address agenda items; review suggested revisions to sign code.	1.40	
09/23/2024	DJD	Address CD Ordinance; prepare items for agenda; telephone conference with Jim Hickey.	1.60	
		FOR CURRENT SERVICES RENDERED	21.40	6,420.00

TOWN OF HILLSBORO BEACH

09/25/2024

ACCOUNT NO: 1182-0606490

STATEMENT NO: 61661

General Matters

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
D.J. Doody	20.60	$300.00	$6,180.00
Sean M. Swartz	0.80	300.00	240.00

Photocopies	152.60
TOTAL OUT-OF-POCKET EXPENSES	152.60
TOTAL CURRENT WORK	6,572.60
BALANCE DUE	$6,572.60

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

09/25/2024

TOWN OF HILLSBORO BEACH
Town Clerk
Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach FL 33062
E: Sherry D. Henderson, CMC TOWN CLERK

ACCOUNT NO: 1182-1201004
STATEMENT NO: 61663

Attn: Mac Serda, Town Manager

adv. Richard Crusco & Charles Doherty (re: ORD12-269)

			HOURS	
09/17/2024	AMR	review second amended complaint; begin draft motion to dismiss	0.50	
09/19/2024	AMR	draft motion to dismiss second amended complaint	0.40	
09/23/2024	AMR	finalized motion to dismiss revised second amended complaint; reviewed MTD by Hillsboro Mile	1.20	
	DJD	Review and revise Motion to Dismiss.	1.20	
09/24/2024	AMR	final edits to motion to dismiss revised second amended complaint	0.20	
		FOR CURRENT SERVICES RENDERED	3.50	1,050.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
D.J. Doody	1.20	$300.00	$360.00
Aylin M. Ruiz	2.30	300.00	690.00

TOTAL CURRENT WORK	1,050.00
BALANCE DUE	$1,050.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

09/25/2024

TOWN OF HILLSBORO BEACH
1210 Hillsboro Mile
Hillsboro Beach FL 33062

ACCOUNT NO: 1182-1200993
STATEMENT NO: 61662

Attn: Mac Serda, Town Manager

Development (Related)

			HOURS	
08/30/2024	DJD	Address inquiry relative to Related Development surveys and Engineering Agreement.	0.30	
		FOR CURRENT SERVICES RENDERED	0.30	90.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
D.J. Doody	0.30	$300.00	$90.00

TOTAL CURRENT WORK	90.00
BALANCE DUE	$90.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: **Police Department**
Jay Szesnat, Police Chief
Submitting Dept: **Town Clerk, Sherry Henderson, Town Clerk**
Agenda Date: **October 1, 2024**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS: 1. Chief Monthly Aug-24.rmo

Hillsboro Beach Police Monthly Report

To: Town Manager, Mac Serda
From: Police Chief, Jay Szesnat
Subject: August 2024 Monthly Report

Patrol Snapshot:

Activity	Current Month	July 2024	August 2023
Contacts			
Motor Vehicle	188	259	172
Crosswalk	89	91	196
Marine Unit	124	157	111
Beach Unit	60	65	0
Cyclists	134	150	254
Arrests	2	0	0
Service			
Alarms	26	20	9
Assist Other Agency	7	2	7
Dogs on Beach/Animal	5	5	3
Vessel	5	6	3
Noise	2	1	4
Open Doors	1	2	2
Police Assists	76	129	181
Domestic/Disturbance	8	2	3
Sick/Injured	25	19	16
Crash	6	1	1
Trespassing	3	1	1
Security Checks	6549	6554	6532
Total Calls	245	277	296

Investigations Snapshot:

August 2024 (new)	Actively Working	Inactivated/Cleared
Criminal Mischief 242212	Fraud (#240498)	Hit and Run (#242028)
	Identity Theft (#240278)	Fraud (#233113)
	Burglary Conv (#240150)	Fraud (#232634)
	Prostitution Tip (#241518)	

August Notable Events:

On August 2nd HBPD received a call from Town Hall in reference to a female subject experiencing a possible heat related illness in the 1200 block of Hillsboro Mile. Our HBPD Officers responded and made contact with the subject, female advised she felt lightheaded and her vision had become blurred. Personnel assisted the subject indoors and Broward Sheriff's Office Fire Rescue was summoned. The subject was transported to Broward Health North for evaluation and treatment. Assistance rendered.

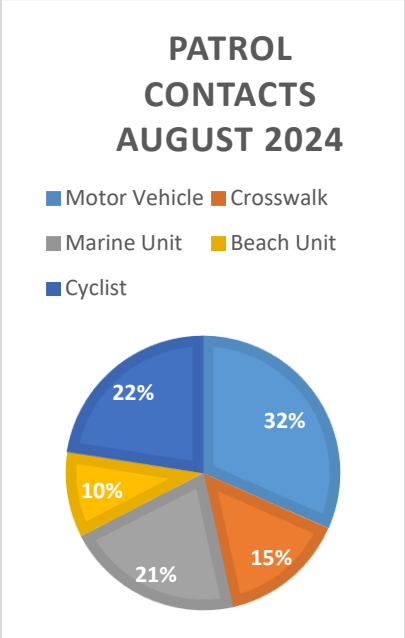
On August 11th HBPD Officers on patrol observed a large group of what appeared to be predominantly juveniles operating Mopeds, Scooters and Electric Bicycles traveling northbound into Deerfield Beach. Many of the devices were being operated with obvious disregard for traffic regulations causing our Officers to become concerned. Our Dispatch Center was requested to alert Broward Sheriff's Office to monitor the group's activity in Deerfield Beach. Assistance rendered.

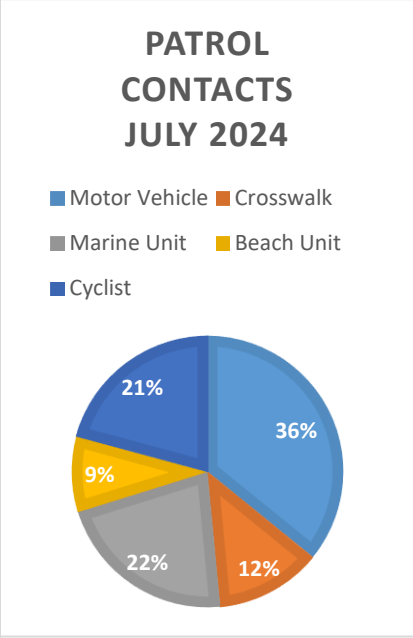
On August 13th HBPD received a 911/CAD alert regarding a bicyclist crash with injuries in the 1100 block of Hillsboro Mile. Our Officers responded and located a male cyclist lying on the paved road having sustained significant injuries. Broward Sheriff's Office Fire Rescue arrived and transported the victim to North Broward Hospital. The vehicle involved was a stopped/standing Garbage Truck conducting loading activities, unknown at this time what caused the cyclist to collide with the truck. Assistance rendered.

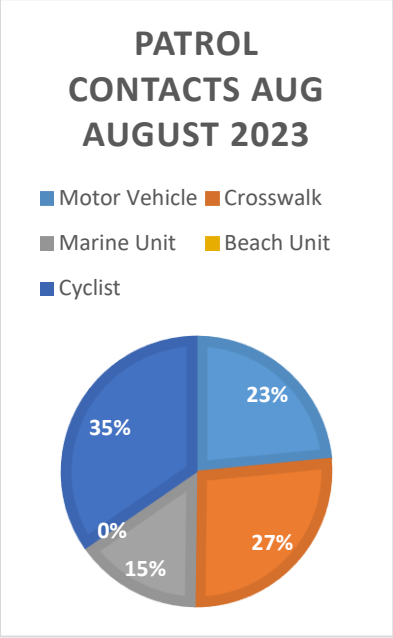
On August 18th HBPD received a call from a complainant in the 1100 block of Hillsboro Mile regarding an ongoing domestic disturbance. Our Officers responded and made contact with both parties involved in the disturbance. They were able to determine that a battery had occurred in Fort Lauderdale where the dispute originated. We made contact with the Fort Lauderdale Police Department and an Officer was assigned to investigate their portion of the domestic. Both parties were advised on how to proceed and then separated for the evening. Assistance rendered.

On August 30th HBPD received a 911/CAD alert regarding neighbors yelling and fighting in the 1200 block of Hillsboro Mile. Officers responded and located a male and female who were involved in a heated argument. Officers were able to determine the parties are in a relationship and the incident involved a verbal domestic dispute. No evidence of a physical altercation was identified. Assistance rendered.

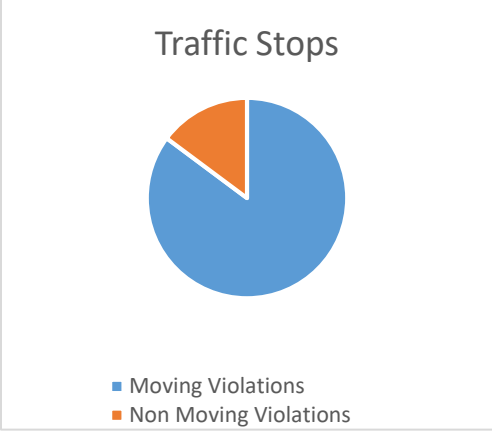
Patrol Services:

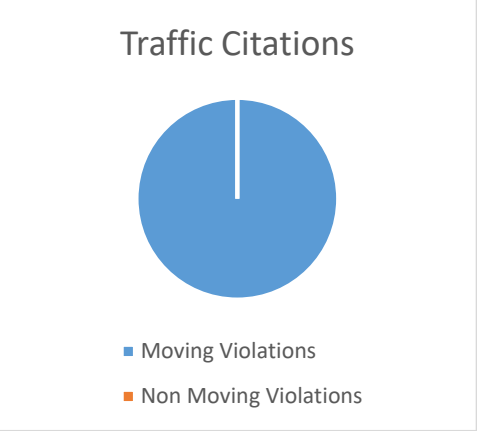




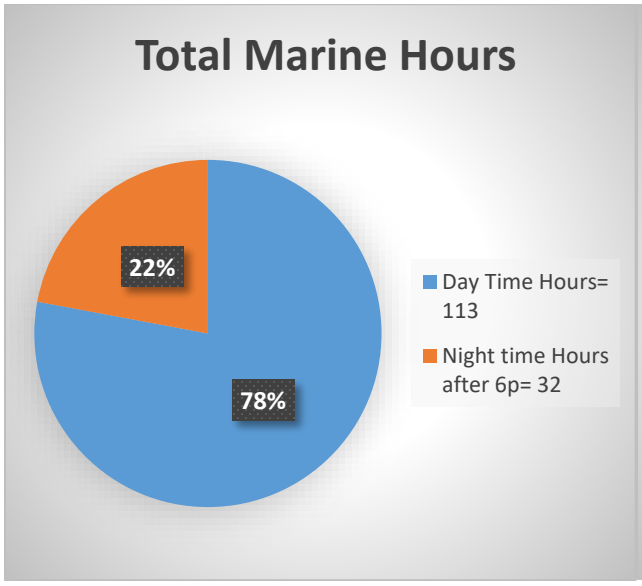


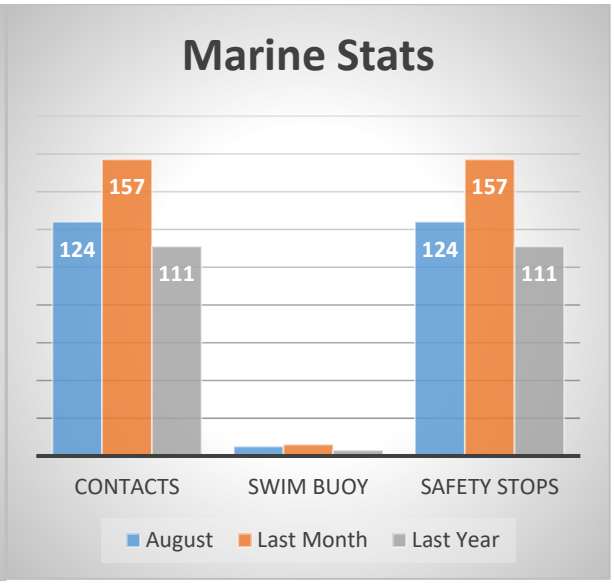
Traffic:





Marine/Beach Patrol:





Training:

Police Law Institute (Online): New Florida Laws 2024 - Part 2 of 3

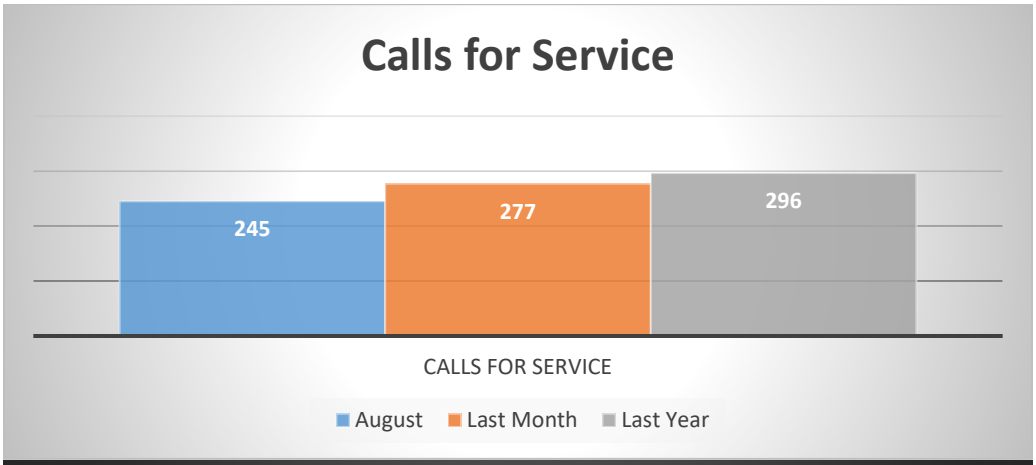
Power DMS Topics: Current Drug Trends Facing Law Enforcement

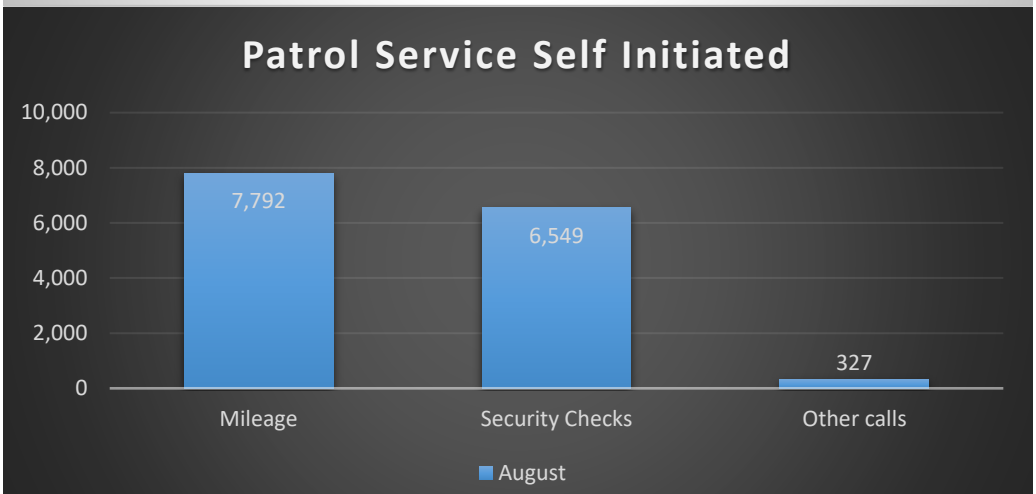
Hillsboro Beach PD: Dogs on the Beach Initiative

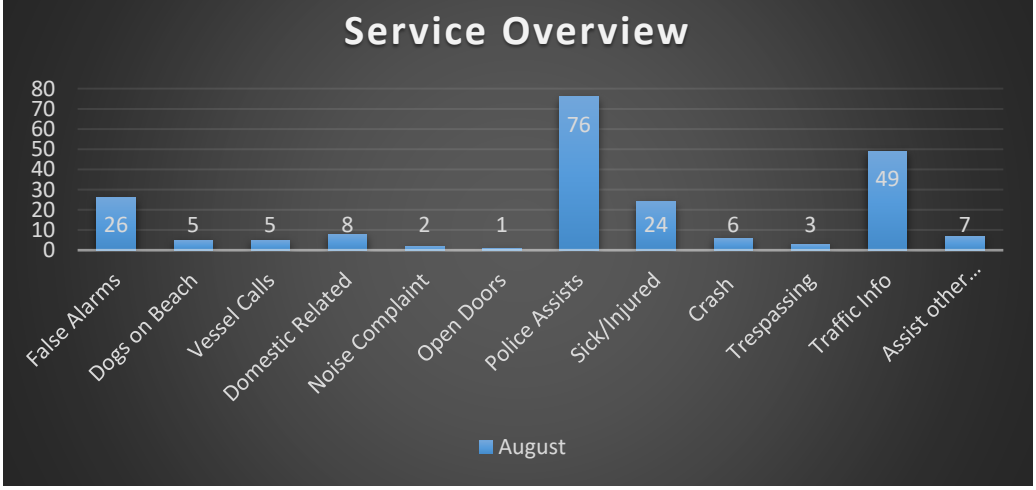
Personnel News:

Letters:

Overall Calls for Service:







TOWN OF HILLSBORO BEACH

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

Agenda Item Cover Memo

Agenda Item: **Building Department**
George Folles, Building Official, CG&A

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

Agenda Date: **October 1, 2024**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:
1. AUG 2024 Memo
2. August 2024 Commission Report

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

TOWN OF HILLSBORO BEACH

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

TO: Mayor Dawn Miller and Commission

FROM: George Folles Building Official

DATE: OCTOBER 2024

SUBJECT: Building Department Report

- The Related Group's Rosewood project Parcel B (beach side) has their Site plan permit approved. With the approval their contractor will be preparing the site for the building construction. We had a pre-construction team's meeting on September 16th for the site plan only.

- We are still waiting for The Related Group Parcel A project to submit the required paperwork for Structural & Zoning Approval. We have informed the Developer that they need to present the Town with a plan from an Engineer to address possible vibrations due to construction activity for both parcels and a contact person to address neighboring communities' complaints.

- There are many deferred submittals for Parcel B that will require review once they have been submitted.

- Permit activity has been steady with minimal issues and inspections in both single-family construction and condominium remodeling.

- We are following up with our certified letters and emails to property managers to submit their required 25 Year & 40 Year building inspection reports.

Respectfully Submitted,

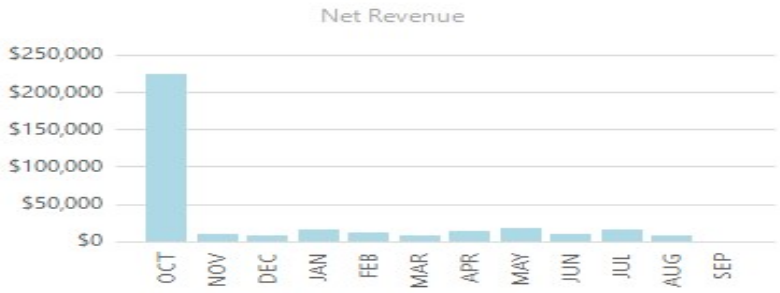
George Folles Building Official
Building Code Services | Town of Hillsboro Beach

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

Town of Hillsboro Beach
Building Department
Summary Report

Start Date: 8/1/2024
End Date: 8/31/2024

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	YTD
Construction Value	$2,161,896	$1,298,865	$706,539	$2,307,087	$1,016,469	$1,920,988	$2,995,270	$2,778,728	$2,215,628	$702,650	$975,275	$0	$19,079,395
Building Permit Fees	$1,480,093	$47,873	$37,117	$68,881	$57,001	$35,771	$79,747	$88,893	$51,485	$83,403	$40,800	$0	$2,071,064
Fire & Zoning Fees	$3,000	$1,950	$900	$4,200	$2,250	$1,350	$1,650	$3,150	$1,800	$2,100	$1,950	$0	$24,300
Total Revenue	$1,483,093	$49,823	$38,017	$73,081	$59,251	$37,121	$81,397	$92,043	$53,285	$85,503	$42,750	$0	$2,095,364
CGA Expense	$1,258,079	$40,692	$31,549	$58,549	$48,451	$30,406	$67,785	$75,559	$43,762	$70,892	$34,680	$0	$1,760,405
Town Revenue	$225,014	$9,131	$6,467	$14,532	$10,800	$6,716	$13,612	$16,484	$9,523	$14,610	$8,070	$0	$334,960



Town of Hillsboro Beach
Building Department
Finance Report

Start Date: 8/1/2024
End Date: 8/31/2024

	Permit Fees	Town Revenue	Fire Fees	Zoning Fees	Admin Fees	CGA Revenue	BORA	DBPR	DCA
MTD	$40,799.83	$6,119.97	$600.00	$1,350.00	$325.00	$34,679.86	$522.76	$362.20	$509.55
YTD	**$2,071,064.32**	**$310,659.65**	**$9,750.00**	**$14,550.00**	**$3,950.00**	**1,760,404.67**	**$10,968.28**	**$6,238.02**	**$9,059.48**

Town of Hillsboro Beach
Building Department
Permit Report

Start Date: 8/1/2024
End Date: 8/31/2024

Permit Type	# Issued	Building Permit Fees
COMMERCIAL ALARM SYSTEM	1	904.16
COMMERCIAL BACKFLOW	1	125.00
COMMERCIAL CONCRETE RESTORATION	1	4,642.00
COMMERCIAL FENCE	2	3,225.50
COMMERCIAL FIRE ALARM	3	2,041.45
FLAG POLE	1	238.50
RESIDENTIAL A/C CHANGE OUT	13	2,346.71
RESIDENTIAL ALTERATION	15	14,433.01
RESIDENTIAL DOCK	2	315.00
RESIDENTIAL FIRE ALARM	1	424.66
RESIDENTIAL LANDSCAPING	1	1,420.00
RESIDENTIAL LOW VOLTAGE	1	1,325.00
RESIDENTIAL RE-ROOF	1	2,584.86
RESIDENTIAL SEAWALL	1	250.00
RESIDENTIAL SERVICE CHANGE/REPAIR	1	125.00
RESIDENTIAL WATER HEATER	4	500.00
RESIDENTIAL WINDOWS/DOORS/SHUTTERS	22	5,803.98
SINGLE FAMILY RESIDENCE	1	95.00
	72	***$40,799.83***

Town of Hillsboro Beach
Building Department
Activity Report

Start Date: 8/1/2024
End Date: 8/31/2024

Discipline	Total # of Inspections	Plan Review	Permits Applied
Building	72	55	38
Electrical	27	23	11
Plumbing	32	27	11
Mechanical	19	26	19
Fire	2	8	5
Zoning	0	12	5
Totals	**152**	**153**	**89**

Town of Hillsboro Beach
Building Department
Issued Permits Report

Start Date: 8/1/2024
End Date: 8/31/2024

	Folio #	Permit #	Date Issued	Job Address	Job Sub Division	Construction Value
RESIDENTIAL ALTERATION						
	484317AD0170	24371455-0	8/8/2024	1021 HILLSBORO MILE (UNIT 205)	LANDMARK AT HILLSBORO CONDO	$129,200.00
	484308NT0040	24371563-0	8/14/2024	1187 HILLSBORO MILE, UNIT 4E (WORK WITHOUT PERMIT)		$75,000.00
	484308CA0630	24371570-0	8/14/2024	1155 HILLSBORO MILE, UNIT 708 (BATHROOM REMODEL)	HILLSBORO OCEAN CLUB CONDO	$18,750.00
	484308AP0150	24371872-0	8/26/2024	1199 HILLSBORO MILE, UNIT 135 (KITCHEN REMODEL)	HILLSBORO IMPERIAL APTS CONDO	$13,000.00
	484308CH0920	24371925-0	8/27/2024	1167 HILLSBORO MILE, UNIT 703 (KITCHEN REMODEL)	OVERLOOK CONDO	$18,625.00
	484308AH0150	24371960-0	8/28/2024	1149 HILLSBORO MILE, UNIT 211 (ENLARGE WALK-IN CLOSET)	OPAL TOWERS CONDO	$7,800.00
					Grand Total	**$262,375.00**

Town of Hillsboro Beach
Building Department
Plan Review Times Report

Start Date: 8/1/2024
End Date: 8/31/2024

	Number of Reviews	Average Days In Review	Most Days In Review
Completed Reviews	151	5.63	22.02

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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Agenda Item Cover Memo

Agenda Item: **Code Compliance**
Bernard Pita, Code Compliance Director, CG&A
Submitting Dept: **Town Clerk, Sherry Henderson, Town Clerk**
Agenda Date: **October 1, 2024**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:
1. Aug 2024 Code Compliance Summary
2. Aug 2024 Code Action Summary
3. Aug 2024 Open Cases With Enf Notices

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

Code Compliance Summary Report

From 8/1/2024 **To** 8/31/2024 **Corridor** (All Corridors)

Case Totals for Period

Cases Open at Start of Period	116
Cases Opened During Period	210
Cases Opened as result of Complaint	210
Cases Closed During Period	22
Cases Closed due to compliance	20
Cases Open at End of Period	304

Inspections	210
Reinspections	38
Total	**248**

Special Magistrate Cases During Period 16

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	116	210	210	22	20	304
Total	**116**	**210**	**210**	**22**	**20**	**304**

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

Code Compliance Summary Report

From 8/1/2024 **To** 8/31/2024 **Corridor** (All Corridors)

Inspections by Officer

Officer	Inspections	Reinspections	Total
B. Pita/N/A	210	38	248
Total	**210**	**38**	**248**

Summary of Cases Opened by Incident Type

Incident Type	Number
Fire Inspection Violation	193
Noise Ordinance Violation	13
Zoning Violation	2
Landscape Maintenance Violation	1
Mechanical Equipment Screening	1
Total	**210**

Revenue Summary

	Period Start	During Period	Period End
Total Fines Assessed	$1,568,175.00	$26,100.00	$1,594,275.00
Total Payments	$0.00	$0.00	$0.00
Balance	**$1,568,175.00**		**$1,594,275.00**

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

Case Action Report*

From 8/1/2024 **To** 8/31/2024 **Corridor** (All Corridors)

Date Issue	Incident Type	Site Address	Status	Documents Issued		
7/8/2024	Building Permit Requirement	1237 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 203	Open	Date Issue	Type	Officer Assigned
				7/8/2024	Complaint	B. Pita
				8/22/2024	Courtesy Notice	B. Pita
8/9/2024	Fire Inspection Violation	1228 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	Date Issue	Type	Officer Assigned
				8/9/2024	Complaint	B. Pita
				8/16/2024	Courtesy Notice	B. Pita
8/14/2024	Fire Inspection Violation	1180 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	Date Issue	Type	Officer Assigned
				8/14/2024	Complaint	B. Pita
				8/16/2024	Courtesy Notice	B. Pita
8/14/2024	Fire Inspection Violation	1200 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	Date Issue	Type	Officer Assigned
				8/14/2024	Complaint	B. Pita
				8/16/2024	Courtesy Notice	B. Pita
8/16/2024	Fire Inspection Violation	1200 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 1104	Open	Date Issue	Type	Officer Assigned
				8/16/2024	Courtesy Notice	B. Pita
				8/16/2024	Complaint	B. Pita
8/16/2024	Fire Inspection Violation	1200 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 2305	Open	Date Issue	Type	Officer Assigned
				8/16/2024	Courtesy Notice	B. Pita
				8/16/2024	Complaint	B. Pita
8/16/2024	Fire Inspection Violation	1200 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 1204	Open	Date Issue	Type	Officer Assigned
				8/16/2024	Courtesy Notice	B. Pita
				8/16/2024	Complaint	B. Pita
8/16/2024	Fire Inspection Violation	1200 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 2101	Open	Date Issue	Type	Officer Assigned
				8/16/2024	Courtesy Notice	B. Pita

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

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

Case Action Report*

From 8/1/2024 **To** 8/31/2024 **Corridor** (All Corridors)

Date Issue	Incident Type	Site Address	Status	Documents Issued		
8/16/2024	Fire Inspection Violation	1200 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 1106	Open	8/16/2024	Complaint	B. Pita
				Date Issue	Type	Officer Assigned
				8/16/2024	Courtesy Notice	B. Pita
				8/16/2024	Complaint	B. Pita
8/16/2024	Fire Inspection Violation	1200 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 1103	Open	Date Issue	Type	Officer Assigned
				8/16/2024	Courtesy Notice	B. Pita
				8/16/2024	Complaint	B. Pita
8/16/2024	Fire Inspection Violation	1200 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 1303	Open	Date Issue	Type	Officer Assigned
				8/16/2024	Courtesy Notice	B. Pita
				8/16/2024	Complaint	B. Pita
8/16/2024	Fire Inspection Violation	1200 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 2204	Open	Date Issue	Type	Officer Assigned
				8/16/2024	Courtesy Notice	B. Pita
				8/16/2024	Complaint	B. Pita
8/16/2024	Fire Inspection Violation	1200 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 1206	Open	Date Issue	Type	Officer Assigned
				8/16/2024	Courtesy Notice	B. Pita
				8/16/2024	Complaint	B. Pita
8/16/2024	Fire Inspection Violation	1200 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 1305	Open	Date Issue	Type	Officer Assigned
				8/16/2024	Courtesy Notice	B. Pita
				8/16/2024	Complaint	B. Pita
8/16/2024	Fire Inspection Violation	1200 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 1304	Open	Date Issue	Type	Officer Assigned
				8/16/2024	Courtesy Notice	B. Pita
				8/16/2024	Complaint	B. Pita
8/16/2024	Fire Inspection Violation	1200 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 1306	Open	Date Issue	Type	Officer Assigned
				8/16/2024	Courtesy Notice	B. Pita

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

Case Action Report*

From 8/1/2024 **To** 8/31/2024 **Corridor** (All Corridors)

Date Issue	Incident Type	Site Address	Status	Documents Issued		
8/16/2024	Fire Inspection Violation	1200 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	8/16/2024	Complaint	B. Pita
8/16/2024	Fire Inspection Violation	1200 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 2202	Open	Date Issue	Type	Officer Assigned
				8/16/2024	Courtesy Notice	B. Pita
				8/16/2024	Complaint	B. Pita
8/16/2024	Fire Inspection Violation	1200 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 2304	Open	Date Issue	Type	Officer Assigned
				8/16/2024	Courtesy Notice	B. Pita
				8/16/2024	Complaint	B. Pita
8/16/2024	Fire Inspection Violation	1200 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 2302	Open	Date Issue	Type	Officer Assigned
				8/16/2024	Courtesy Notice	B. Pita
				8/16/2024	Complaint	B. Pita
8/16/2024	Fire Inspection Violation	1200 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 1102	Open	Date Issue	Type	Officer Assigned
				8/16/2024	Courtesy Notice	B. Pita
				8/16/2024	Complaint	B. Pita
8/16/2024	Fire Inspection Violation	1200 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 1301	Open	Date Issue	Type	Officer Assigned
				8/16/2024	Courtesy Notice	B. Pita
				8/16/2024	Complaint	B. Pita
8/16/2024	Fire Inspection Violation	1200 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 2303	Open	Date Issue	Type	Officer Assigned
				8/16/2024	Courtesy Notice	B. Pita
				8/16/2024	Complaint	B. Pita
8/16/2024	Fire Inspection Violation	1200 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 1203	Open	Date Issue	Type	Officer Assigned
				8/16/2024	Courtesy Notice	B. Pita
				8/16/2024	Complaint	B. Pita
8/16/2024	Fire Inspection Violation	1200 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 1101	Open	Date Issue	Type	Officer Assigned
				8/16/2024	Courtesy Notice	B. Pita

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

Case Action Report*

From 8/1/2024 **To** 8/31/2024 **Corridor** (All Corridors)

Date Issue	Incident Type	Site Address	Status	Documents Issued		
8/16/2024	Fire Inspection Violation	1200 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	8/16/2024	Complaint	B. Pita
8/16/2024	Fire Inspection Violation	1200 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 2102	Open	Date Issue	Type	Officer Assigned
				8/16/2024	Courtesy Notice	B. Pita
				8/16/2024	Complaint	B. Pita
8/16/2024	Fire Inspection Violation	1200 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 2203	Open	Date Issue	Type	Officer Assigned
				8/16/2024	Courtesy Notice	B. Pita
				8/16/2024	Complaint	B. Pita
8/16/2024	Fire Inspection Violation	1200 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 1302	Open	Date Issue	Type	Officer Assigned
				8/16/2024	Courtesy Notice	B. Pita
				8/16/2024	Complaint	B. Pita
8/16/2024	Fire Inspection Violation	1200 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 2201	Open	Date Issue	Type	Officer Assigned
				8/16/2024	Courtesy Notice	B. Pita
				8/16/2024	Complaint	B. Pita
8/16/2024	Fire Inspection Violation	1200 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 1202	Open	Date Issue	Type	Officer Assigned
				8/16/2024	Courtesy Notice	B. Pita
				8/16/2024	Complaint	B. Pita
8/16/2024	Fire Inspection Violation	1200 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 1201	Open	Date Issue	Type	Officer Assigned
				8/16/2024	Courtesy Notice	B. Pita
				8/16/2024	Complaint	B. Pita
8/16/2024	Fire Inspection Violation	1200 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 1105	Open	Date Issue	Type	Officer Assigned
				8/16/2024	Courtesy Notice	B. Pita
				8/16/2024	Complaint	B. Pita
8/16/2024	Fire Inspection Violation	1200 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 2301	Open	Date Issue	Type	Officer Assigned
				8/16/2024	Courtesy Notice	B. Pita

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

Case Action Report*

From 8/1/2024 **To** 8/31/2024 **Corridor** (All Corridors)

Date Issue	Incident Type	Site Address	Status	Documents Issued		
8/16/2024	Fire Inspection Violation	1200 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 1201	Open	8/16/2024	Complaint	B. Pita
8/16/2024	Fire Inspection Violation	1200 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 1205	Open	Date Issue	Type	Officer Assigned
				8/16/2024	Courtesy Notice	B. Pita
				8/16/2024	Complaint	B. Pita
8/16/2024	Fire Inspection Violation	1228 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 204	Open	Date Issue	Type	Officer Assigned
				8/16/2024	Courtesy Notice	B. Pita
				8/16/2024	Complaint	B. Pita
8/16/2024	Fire Inspection Violation	1228 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 303	Open	Date Issue	Type	Officer Assigned
				8/16/2024	Courtesy Notice	B. Pita
				8/16/2024	Complaint	B. Pita
8/16/2024	Fire Inspection Violation	1228 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 MS2	Open	Date Issue	Type	Officer Assigned
				8/16/2024	Courtesy Notice	B. Pita
				8/16/2024	Complaint	B. Pita
8/16/2024	Fire Inspection Violation	1228 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 304	Open	Date Issue	Type	Officer Assigned
				8/16/2024	Courtesy Notice	B. Pita
				8/16/2024	Complaint	B. Pita
8/16/2024	Fire Inspection Violation	1228 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 305	Open	Date Issue	Type	Officer Assigned
				8/16/2024	Courtesy Notice	B. Pita
				8/16/2024	Complaint	B. Pita
8/16/2024	Fire Inspection Violation	1228 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 103	Open	Date Issue	Type	Officer Assigned
				8/16/2024	Courtesy Notice	B. Pita
				8/16/2024	Complaint	B. Pita
8/16/2024	Fire Inspection Violation	1228 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 301	Open	Date Issue	Type	Officer Assigned
				8/16/2024	Courtesy Notice	B. Pita

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

Case Action Report*

From 8/1/2024 **To** 8/31/2024 **Corridor** (All Corridors)

Date Issue	Incident Type	Site Address	Status	Documents Issued		
8/16/2024	Fire Inspection Violation	1228 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 102	Open	Date Issue	Type	Officer Assigned
				8/16/2024	Courtesy Notice	B. Pita
				8/16/2024	Complaint	B. Pita
8/16/2024	Fire Inspection Violation	1228 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 106	Open	Date Issue	Type	Officer Assigned
				8/16/2024	Courtesy Notice	B. Pita
				8/16/2024	Complaint	B. Pita
8/16/2024	Fire Inspection Violation	1228 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 205	Open	Date Issue	Type	Officer Assigned
				8/16/2024	Courtesy Notice	B. Pita
				8/16/2024	Complaint	B. Pita
8/16/2024	Fire Inspection Violation	1228 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 202	Open	Date Issue	Type	Officer Assigned
				8/16/2024	Courtesy Notice	B. Pita
				8/16/2024	Complaint	B. Pita
8/16/2024	Fire Inspection Violation	1228 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 302	Open	Date Issue	Type	Officer Assigned
				8/16/2024	Courtesy Notice	B. Pita
				8/16/2024	Complaint	B. Pita
8/16/2024	Fire Inspection Violation	1228 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 201	Open	Date Issue	Type	Officer Assigned
				8/16/2024	Courtesy Notice	B. Pita
				8/16/2024	Complaint	B. Pita
8/16/2024	Fire Inspection Violation	1228 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 306	Open	Date Issue	Type	Officer Assigned
				8/16/2024	Courtesy Notice	B. Pita
				8/16/2024	Complaint	B. Pita
8/16/2024	Fire Inspection Violation	1228 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 203	Open	Date Issue	Type	Officer Assigned
				8/16/2024	Courtesy Notice	B. Pita

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

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

Case Action Report*

From 8/1/2024 **To** 8/31/2024 **Corridor** (All Corridors)

Date Issue	Incident Type	Site Address	Status	Documents Issued		
8/16/2024	Fire Inspection Violation	1228 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	8/16/2024	Complaint	B. Pita
8/16/2024	Fire Inspection Violation	1228 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 104	Open	Date Issue	Type	Officer Assigned
				8/16/2024	Courtesy Notice	B. Pita
				8/16/2024	Complaint	B. Pita
8/16/2024	Fire Inspection Violation	1228 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 206	Open	Date Issue	Type	Officer Assigned
				8/16/2024	Courtesy Notice	B. Pita
				8/16/2024	Complaint	B. Pita
8/16/2024	Fire Inspection Violation	1228 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 105	Open	Date Issue	Type	Officer Assigned
				8/16/2024	Courtesy Notice	B. Pita
				8/16/2024	Complaint	B. Pita
8/16/2024	Fire Inspection Violation	1228 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 101	Open	Date Issue	Type	Officer Assigned
				8/16/2024	Courtesy Notice	B. Pita
				8/16/2024	Complaint	B. Pita
8/19/2024	Fire Inspection Violation	901 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	Date Issue	Type	Officer Assigned
				8/19/2024	Courtesy Notice	B. Pita
				8/19/2024	Complaint	B. Pita
8/19/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 #109 Units	Open	Date Issue	Type	Officer Assigned
				8/19/2024	Complaint	B. Pita
				8/23/2024	Courtesy Notice	B. Pita
8/19/2024	Fire Inspection Violation	1035 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	Date Issue	Type	Officer Assigned
				8/19/2024	Complaint	B. Pita
				8/31/2024	Courtesy Notice	B. Pita
8/19/2024	Fire Inspection Violation	1073 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 #14 Units	Open	Date Issue	Type	Officer Assigned
				8/19/2024	Complaint	B. Pita

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Case Action Report*

From 8/1/2024 **To** 8/31/2024 **Corridor** (All Corridors)

Date Issue	Incident Type	Site Address	Status	Documents Issued		
8/19/2024	Fire Inspection Violation	1073 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 #14 Unit	Open	8/20/2024	Courtesy Notice	B. Pita
8/19/2024	Fire Inspection Violation	1159 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Open	Date Issue	Type	Officer Assigned
				8/19/2024	Courtesy Notice	B. Pita
				8/19/2024	Complaint	B. Pita
8/20/2024	Fire Inspection Violation	1073 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 1-S	Open	Date Issue	Type	Officer Assigned
				8/20/2024	Courtesy Notice	B. Pita
				8/20/2024	Complaint	B. Pita
8/20/2024	Fire Inspection Violation	1073 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 6-N	Open	Date Issue	Type	Officer Assigned
				8/20/2024	Courtesy Notice	B. Pita
				8/20/2024	Complaint	B. Pita
8/20/2024	Fire Inspection Violation	1073 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 2-N	Open	Date Issue	Type	Officer Assigned
				8/20/2024	Courtesy Notice	B. Pita
				8/20/2024	Complaint	B. Pita
8/20/2024	Fire Inspection Violation	1073 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 3-S	Open	Date Issue	Type	Officer Assigned
				8/20/2024	Courtesy Notice	B. Pita
				8/20/2024	Complaint	B. Pita
8/20/2024	Fire Inspection Violation	1073 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 6-S	Open	Date Issue	Type	Officer Assigned
				8/20/2024	Courtesy Notice	B. Pita
				8/20/2024	Complaint	B. Pita
8/20/2024	Fire Inspection Violation	1073 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 PHA&B	Open	Date Issue	Type	Officer Assigned
				8/20/2024	Courtesy Notice	B. Pita
				8/20/2024	Complaint	B. Pita
8/20/2024	Fire Inspection Violation	1073 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 4-S	Open	Date Issue	Type	Officer Assigned
				8/20/2024	Courtesy Notice	B. Pita

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From 8/1/2024 **To** 8/31/2024 **Corridor** (All Corridors)

Date Issue	Incident Type	Site Address	Status	Documents Issued		
8/20/2024	Fire Inspection Violation	1073 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 5-S	Open	8/20/2024	Complaint	B. Pita
				Date Issue	Type	Officer Assigned
				8/20/2024	Courtesy Notice	B. Pita
				8/20/2024	Complaint	B. Pita
8/20/2024	Fire Inspection Violation	1073 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 2-S	Closed	Date Issue	Type	Officer Assigned
				8/20/2024	Courtesy Notice	B. Pita
				8/20/2024	Complaint	B. Pita
8/20/2024	Fire Inspection Violation	1073 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 3-N	Open	Date Issue	Type	Officer Assigned
				8/20/2024	Courtesy Notice	B. Pita
				8/20/2024	Complaint	B. Pita
8/20/2024	Fire Inspection Violation	1073 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 1-N	Open	Date Issue	Type	Officer Assigned
				8/20/2024	Courtesy Notice	B. Pita
				8/20/2024	Complaint	B. Pita
8/20/2024	Fire Inspection Violation	1073 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 5-N	Open	Date Issue	Type	Officer Assigned
				8/20/2024	Courtesy Notice	B. Pita
				8/20/2024	Complaint	B. Pita
8/21/2024	Noise Ordinance Violation	1075 HILLSBORO MILE, HILLSBORO BEACH, FL 33062	Closed	Date Issue	Type	Officer Assigned
				8/21/2024	Complaint	B. Pita
				8/22/2024	Courtesy Notice	B. Pita
				8/22/2024	Affidavit	
8/23/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 PH3	Open	Date Issue	Type	Officer Assigned
				8/23/2024	Courtesy Notice	B. Pita
				8/23/2024	Complaint	B. Pita

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Case Action Report*

From 8/1/2024 **To** 8/31/2024 **Corridor** (All Corridors)

Date Issue	Incident Type	Site Address	Status	Documents Issued		
8/23/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 306	Open	Date Issue	Type	Officer Assigned
				8/23/2024	Courtesy Notice	B. Pita
				8/23/2024	Complaint	B. Pita
8/23/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 602	Open	Date Issue	Type	Officer Assigned
				8/23/2024	Courtesy Notice	B. Pita
				8/23/2024	Complaint	B. Pita
8/23/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 603	Open	Date Issue	Type	Officer Assigned
				8/23/2024	Courtesy Notice	B. Pita
				8/23/2024	Complaint	B. Pita
8/23/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 406	Open	Date Issue	Type	Officer Assigned
				8/23/2024	Courtesy Notice	B. Pita
				8/23/2024	Complaint	B. Pita
8/23/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 104	Open	Date Issue	Type	Officer Assigned
				8/23/2024	Courtesy Notice	B. Pita
				8/23/2024	Complaint	B. Pita
8/23/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 901	Open	Date Issue	Type	Officer Assigned
				8/23/2024	Courtesy Notice	B. Pita
				8/23/2024	Complaint	B. Pita
8/23/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 103	Open	Date Issue	Type	Officer Assigned
				8/23/2024	Courtesy Notice	B. Pita
				8/23/2024	Complaint	B. Pita
8/23/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 1204	Open	Date Issue	Type	Officer Assigned
				8/23/2024	Courtesy Notice	B. Pita
				8/23/2024	Complaint	B. Pita

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Case Action Report*

From 8/1/2024 **To** 8/31/2024 **Corridor** (All Corridors)

Date Issue	Incident Type	Site Address	Status	Documents Issued		
8/23/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 202	Open	Date Issue	Type	Officer Assigned
				8/23/2024	Courtesy Notice	B. Pita
				8/23/2024	Complaint	B. Pita
8/23/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 102	Open	Date Issue	Type	Officer Assigned
				8/23/2024	Courtesy Notice	B. Pita
				8/23/2024	Complaint	B. Pita
8/23/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 206	Open	Date Issue	Type	Officer Assigned
				8/23/2024	Courtesy Notice	B. Pita
				8/23/2024	Complaint	B. Pita
8/23/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 804	Open	Date Issue	Type	Officer Assigned
				8/23/2024	Courtesy Notice	B. Pita
				8/23/2024	Complaint	B. Pita
8/23/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 RG	Open	Date Issue	Type	Officer Assigned
				8/23/2024	Courtesy Notice	B. Pita
				8/23/2024	Complaint	B. Pita
8/23/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 303	Open	Date Issue	Type	Officer Assigned
				8/23/2024	Courtesy Notice	B. Pita
				8/23/2024	Complaint	B. Pita
8/23/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 G6	Open	Date Issue	Type	Officer Assigned
				8/23/2024	Courtesy Notice	B. Pita
				8/23/2024	Complaint	B. Pita
8/23/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 504	Open	Date Issue	Type	Officer Assigned
				8/23/2024	Courtesy Notice	B. Pita
				8/23/2024	Complaint	B. Pita

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Case Action Report*

From 8/1/2024 **To** 8/31/2024 **Corridor** (All Corridors)

Date Issue	Incident Type	Site Address	Status	Documents Issued		
8/23/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 207	Open	Date Issue	Type	Officer Assigned
				8/23/2024	Courtesy Notice	B. Pita
				8/23/2024	Complaint	B. Pita
8/23/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 506	Open	Date Issue	Type	Officer Assigned
				8/23/2024	Courtesy Notice	B. Pita
				8/23/2024	Complaint	B. Pita
8/23/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 403	Open	Date Issue	Type	Officer Assigned
				8/23/2024	Courtesy Notice	B. Pita
				8/23/2024	Complaint	B. Pita
8/23/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 1201	Open	Date Issue	Type	Officer Assigned
				8/23/2024	Courtesy Notice	B. Pita
				8/23/2024	Complaint	B. Pita
8/23/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 806	Open	Date Issue	Type	Officer Assigned
				8/23/2024	Courtesy Notice	B. Pita
				8/23/2024	Complaint	B. Pita
8/23/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 902	Open	Date Issue	Type	Officer Assigned
				8/23/2024	Courtesy Notice	B. Pita
				8/23/2024	Complaint	B. Pita
8/23/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 405	Open	Date Issue	Type	Officer Assigned
				8/23/2024	Courtesy Notice	B. Pita
				8/23/2024	Complaint	B. Pita
8/23/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 608	Open	Date Issue	Type	Officer Assigned
				8/23/2024	Courtesy Notice	B. Pita
				8/23/2024	Complaint	B. Pita

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Case Action Report*

From 8/1/2024 **To** 8/31/2024 **Corridor** (All Corridors)

Date Issue	Incident Type	Site Address	Status	Documents Issued		
8/23/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 906	Open	Date Issue	Type	Officer Assigned
				8/23/2024	Courtesy Notice	B. Pita
				8/23/2024	Complaint	B. Pita
8/23/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 1102	Open	Date Issue	Type	Officer Assigned
				8/23/2024	Courtesy Notice	B. Pita
				8/23/2024	Complaint	B. Pita
8/23/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 1203	Open	Date Issue	Type	Officer Assigned
				8/23/2024	Courtesy Notice	B. Pita
				8/23/2024	Complaint	B. Pita
8/23/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 1003	Open	Date Issue	Type	Officer Assigned
				8/23/2024	Courtesy Notice	B. Pita
				8/23/2024	Complaint	B. Pita
8/23/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 1208	Open	Date Issue	Type	Officer Assigned
				8/23/2024	Courtesy Notice	B. Pita
				8/23/2024	Complaint	B. Pita
8/23/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 802	Open	Date Issue	Type	Officer Assigned
				8/23/2024	Courtesy Notice	B. Pita
				8/23/2024	Complaint	B. Pita
8/23/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 203	Open	Date Issue	Type	Officer Assigned
				8/23/2024	Courtesy Notice	B. Pita
				8/23/2024	Complaint	B. Pita
8/23/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 G2	Open	Date Issue	Type	Officer Assigned
				8/23/2024	Courtesy Notice	B. Pita
				8/23/2024	Complaint	B. Pita

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Date Issue	Incident Type	Site Address	Status	Documents Issued		
8/23/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 OFF-2	Open	Date Issue	Type	Officer Assigned
				8/23/2024	Courtesy Notice	B. Pita
				8/23/2024	Complaint	B. Pita
8/23/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 G1	Open	Date Issue	Type	Officer Assigned
				8/23/2024	Courtesy Notice	B. Pita
				8/23/2024	Complaint	B. Pita
8/23/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 PH4	Open	Date Issue	Type	Officer Assigned
				8/23/2024	Courtesy Notice	B. Pita
				8/23/2024	Complaint	B. Pita
8/23/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 G7	Open	Date Issue	Type	Officer Assigned
				8/23/2024	Courtesy Notice	B. Pita
				8/23/2024	Complaint	B. Pita
8/23/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 501	Open	Date Issue	Type	Officer Assigned
				8/23/2024	Courtesy Notice	B. Pita
				8/23/2024	Complaint	B. Pita
8/23/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 PH8	Open	Date Issue	Type	Officer Assigned
				8/23/2024	Courtesy Notice	B. Pita
				8/23/2024	Complaint	B. Pita
8/23/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 801	Open	Date Issue	Type	Officer Assigned
				8/23/2024	Courtesy Notice	B. Pita
				8/23/2024	Complaint	B. Pita
8/23/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 1007	Open	Date Issue	Type	Officer Assigned
				8/23/2024	Courtesy Notice	B. Pita
				8/23/2024	Complaint	B. Pita

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From 8/1/2024 **To** 8/31/2024 **Corridor** (All Corridors)

Date Issue	Incident Type	Site Address	Status	Documents Issued		
8/24/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 1104	Open	Date Issue	Type	Officer Assigned
				8/24/2024	Courtesy Notice	B. Pita
				8/24/2024	Complaint	B. Pita
8/24/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 101	Open	Date Issue	Type	Officer Assigned
				8/24/2024	Courtesy Notice	B. Pita
				8/24/2024	Complaint	B. Pita
8/24/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 205	Open	Date Issue	Type	Officer Assigned
				8/24/2024	Courtesy Notice	B. Pita
				8/24/2024	Complaint	B. Pita
8/24/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 PH6	Open	Date Issue	Type	Officer Assigned
				8/24/2024	Courtesy Notice	B. Pita
				8/24/2024	Complaint	B. Pita
8/24/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 304	Open	Date Issue	Type	Officer Assigned
				8/24/2024	Courtesy Notice	B. Pita
				8/24/2024	Complaint	B. Pita
8/26/2024	Zoning Violation	1039 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 17	Open	Date Issue	Type	Officer Assigned
				8/26/2024	Courtesy Notice	B. Pita
				8/26/2024	Complaint	B. Pita
8/30/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 108	Open	Date Issue	Type	Officer Assigned
				8/30/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita
8/30/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 1001	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita

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Date Issue	Incident Type	Site Address	Status	Documents Issued		
8/31/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 G8	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita
8/31/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 706	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita
8/31/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 107	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita
8/31/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 508	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita
8/31/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 402	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita
8/31/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 606	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita
8/31/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 803	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita
8/31/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 903	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita

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Date Issue	Incident Type	Site Address	Status	Documents Issued		
8/31/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 807	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita
8/31/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 PH7	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita
8/31/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 1107	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita
8/31/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 503	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita
8/31/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 404	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita
8/31/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 1002	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita
8/31/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 1103	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita
8/31/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 905	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita

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

Case Action Report*

From 8/1/2024 **To** 8/31/2024 **Corridor** (All Corridors)

Date Issue	Incident Type	Site Address	Status	Documents Issued		
8/31/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 1005	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita
8/31/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 708	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita
8/31/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 208	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita
8/31/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 1004	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita
8/31/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 1008	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita
8/31/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 704	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita
8/31/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 1206	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita
8/31/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 1108	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita

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Case Action Report*

From 8/1/2024 **To** 8/31/2024 **Corridor** (All Corridors)

Date Issue	Incident Type	Site Address	Status	Documents Issued		
8/31/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 604	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita
8/31/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 305	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita
8/31/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 907	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita
8/31/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 707	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita
8/31/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 407	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita
8/31/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 204	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita
8/31/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 507	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita
8/31/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 401	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita

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Case Action Report*

From 8/1/2024 **To** 8/31/2024 **Corridor** (All Corridors)

Date Issue	Incident Type	Site Address	Status	Documents Issued		
8/31/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 1207	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita
8/31/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 302	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita
8/31/2024	Fire Inspection Violation	1021 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 408	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita
8/31/2024	Fire Inspection Violation	1039 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 #JSB Property Management Inc	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita
8/31/2024	Fire Inspection Violation	1039 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 1	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita
8/31/2024	Fire Inspection Violation	1039 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 23	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita
8/31/2024	Fire Inspection Violation	1039 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 20	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita
8/31/2024	Fire Inspection Violation	1039 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 25	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita

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Case Action Report*

From 8/1/2024 **To** 8/31/2024 **Corridor** (All Corridors)

Date Issue	Incident Type	Site Address	Status	Documents Issued		
8/31/2024	Fire Inspection Violation	1039 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 19	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita
8/31/2024	Fire Inspection Violation	1039 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 4	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita
8/31/2024	Fire Inspection Violation	1039 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 22	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita
8/31/2024	Fire Inspection Violation	1039 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 14	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita
8/31/2024	Fire Inspection Violation	1039 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 10	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita
8/31/2024	Fire Inspection Violation	1039 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 7	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita
8/31/2024	Fire Inspection Violation	1039 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 17	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita
8/31/2024	Fire Inspection Violation	1039 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 16	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita

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Case Action Report*

From 8/1/2024 **To** 8/31/2024 **Corridor** (All Corridors)

Date Issue	Incident Type	Site Address	Status	Documents Issued		
8/31/2024	Fire Inspection Violation	1039 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 11	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita
8/31/2024	Fire Inspection Violation	1039 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 3	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita
8/31/2024	Fire Inspection Violation	1039 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 18	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita
8/31/2024	Fire Inspection Violation	1039 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 21	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita
8/31/2024	Fire Inspection Violation	1039 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 8	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita
8/31/2024	Fire Inspection Violation	1039 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 15	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita
8/31/2024	Fire Inspection Violation	1039 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 9	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita
8/31/2024	Fire Inspection Violation	1039 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 6	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita

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Case Action Report*

From 8/1/2024 **To** 8/31/2024 **Corridor** (All Corridors)

Date Issue	Incident Type	Site Address	Status	Documents Issued		
8/31/2024	Fire Inspection Violation	1039 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 24	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita
8/31/2024	Fire Inspection Violation	1039 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 2	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita
8/31/2024	Fire Inspection Violation	1039 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 12	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita
8/31/2024	Fire Inspection Violation	1039 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 5	Open	Date Issue	Type	Officer Assigned
				8/31/2024	Courtesy Notice	B. Pita
				8/31/2024	Complaint	B. Pita

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Code Complianc Open Cases with Enforcement Action / Notices Issued

	Incident Type	Owner	Site Address
1	Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 10
2	Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 8 #
3	Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 6
4	Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 5
5	Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 14
6	Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 9 #
7	Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 12
8	Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 3
9	Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 16
10	Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 7
11	Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 2 #
12	Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 15
13	Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 11
14	Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 1
15	Building Safety Inspection (25,40 & 50 Year)	PEG 265 LLC	1189 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 4
16	Property Maintenance	WINTER SUN INVESTMENTS LLC	1205 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 101
17	Nuisance	MILLIONAIRE PORTFOLIO GROUP	1150 HILLSBORO MILE, HILLSBORO BEACH, FL 33062 812

TOWN OF HILLSBORO BEACH

1210 Hillsboro Mile
Hillsboro Beach, FL 33062

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

Agenda Item Cover Memo

Agenda Item: **Music on the Green, featuring Patti & Jozay - 10/10/2024**
FREE Shred, Electronic Recycle, Blood Drive & more - 10/26/2024
Christmas Tree & Menorah Lighting Holiday Program - 12/5/2024

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

Agenda Date: **October 1, 2024**

1. BACKGROUND/HISTORY

2. CURRENT ACTIVITY

2. FINANCIAL IMPACT

3. RECOMMENDATION

ATTACHMENTS:

1. Music on the Green 10-10-2024
2. Shred Electronic Recycle Event 10-26-2024

The Town of Hillsboro Beach Presents

Music on the Green

Thursday, October 10, 2024 at 7 p.m.

Grab your lawn chair or a blanket and head out to a free musical performance with a laid-back, seaside ambiance!

In case of rain, event will be held October 11, 2024.

Mayor Dawn Miller
Vice Mayor Barbara Baldasarre
Commissioner Jane Reiser
Commissioner David Ravanesi
Commissioner Vinnie Andreano

1210 Hillsboro Mile, Hillsboro Beach, FL 33062
www.townofhillsborobeach.com • (954) 427-4011

Town of Hillsboro Beach

FREE EVENT

Shredding, Electronic Reycling, Household Hazardous Waste Drop-off, Prescription Drug Take-Back & Blood Drive

Saturday, October 26, 2024

9:00 am - 12:00 pm

Electronics Recycling

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

Proof of Residency Required