



TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING AGENDA

Tuesday, February 04, 2025 AT 1:30 PM

TOWN HALL COMMISSION CHAMBERS, 3614 S. OCEAN
BLVD., HIGHLAND BEACH, FL

Town Commission

Natasha Moore
David Stern
Evalyn David
Donald Peters
Judith M. Goldberg

Mayor
Vice Mayor
Commissioner
Commissioner
Commissioner

Marshall Labadie
Lanelda Gaskins
Leonard G. Rubin

Town Manager
Town Clerk
Town Attorney

-
1. **CALL TO ORDER**
 2. **ROLL CALL**
 3. **PLEDGE OF ALLEGIANCE**
 4. **INVOCATION**
 5. **APPROVAL OF THE AGENDA**
 6. **PRESENTATIONS / PROCLAMATIONS**
 7. **PUBLIC COMMENTS**

Public Comments will be limited to five (5) minutes per speaker.

8. **ORDINANCES** (Public Comments will be limited to three (3) minutes per speaker per item after Commission initial discussion.)

A. None

9. **CONSENT AGENDA** (These are items that the Commission typically does not need to discuss individually, and which are voted on as a group.) Public Comments will

be limited to three (3) minutes per speaker per item after Commission initial discussion.

A. Approval of Meeting Minutes

December 03, 2024 Town Commission Meeting Minutes

B. Approve and authorize the Mayor to execute the 2025 Municipal Election(s) Vote Processing Equipment Use and Elections Service Agreement between the Palm Beach County Supervisor of Election and the Town of Highland Beach for March 11, 2025 Municipal General Election.

C. Approve and authorize the purchase of a new air-conditioning system from Carrier Commercial Services in an amount not to exceed \$102,303.80 for the Library - Fiscal Year 2025 Planned and Approved Project.

10. UNFINISHED BUSINESS (Public Comments will be limited to three (3) minutes per speaker per item after Town Commission initial discussion.)

A. Building Department Recertification Program Update

B. Florida Department of Transportation (FDOT) RRR Project Update

11. NEW BUSINESS (Public Comments will be limited to three (3) minutes per speaker per item after Town Commission initial discussion.)

A. Resolution No. 2025-004

A Resolution of the Town Commission of the Town of Highland Beach, Florida, approving the Interlocal Agreement with Palm Beach County to redetermine, readopt and ratify the existing distribution formula for the six (6) cent local option fuel tax; and providing an effective date.

12. TOWN COMMISSION COMMENTS

Commissioner Judith M. Goldberg

Commissioner Donald Peters

Commissioner Evalyn David

Vice Mayor David Stern

Mayor Natasha Moore

13. TOWN ATTORNEY'S REPORT

14. TOWN MANAGER'S REPORT

15. ANNOUNCEMENTS**Board Vacancies**

Board of Adjustment and Appeals Board	One (1) vacancy for a three-year term
Code Enforcement Board	One (1) for a three-year term and One (1) vacancy for an unexpired ending May 30, 2025

Meetings and Events

February 05, 2025 Regular Meeting	11:00 A.M.	Natural Resources Preservation Advisory Board
February 11, 2025	1:00 P.M.	Special Magistrate Hearing
February 24, 2025	11:00 A.M.	Financial Advisory Board Meeting
March 04, 2025	1:30 P.M.	Town Commission Meeting

Board Action Report

None.

16. ADJOURNMENT

NOTE: Any person, firm or corporation decides to appeal any decision made by the Town Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record including testimony and evidence upon which the appeal is to be based. (State Law requires the above Notice. Any person desiring a verbatim transcript shall have the responsibility, at his/her own cost, to arrange for the transcript.) The Town neither provides nor prepares such record.

In accordance with the Americans with Disabilities Act, persons who need accommodation in order to attend or participate in this meeting should contact Town Hall 561-278-4548 within a reasonable time prior to this meeting in order to request such assistance.

File Attachments for Item:

A. Approval of Meeting Minutes

December 03, 2024 Town Commission Meeting Minutes



TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING MINUTES

TOWN HALL COMMISSION CHAMBERS
3614 S. OCEAN BLVD., HIGHLAND BEACH, FL

Date: December 03, 2024
Time: 1:30 PM

1. CALL TO ORDER

Mayor Moore called the meeting to order at 1:30 P.M.

2. ROLL CALL

Commissioner Judith Goldberg
Commissioner Donald Peters
Commissioner Evalyn David
Vice Mayor David Stern
Mayor Natasha Moore
Town Manager Marshall Labadie
Town Attorney Leonard Rubin
Town Clerk Lanelda Gaskins

3. PLEDGE OF ALLEGIANCE

The Town Commission led the Pledge of Allegiance to the United States of America.

4. INVOCATION

Reverend D. Brian Horgan, of Saint Lucy Catholic Church delivered the invocation.

5. APPROVAL OF THE AGENDA

MOTION: David/Stern - A motion was made and seconded to approve the Revised Agenda, which passed unanimously 5 to 0.

6. PRESENTATIONS / PROCLAMATIONS

None.

7. PUBLIC COMMENTS (Public Comments will be limited to five (5) minutes per speaker).

There were no public comments.

8. **ORDINANCES** (Public Comments will be limited to three (3) minutes per speaker per item after Commission initial discussion.)

A. Proposed Ordinance / Electronic Publication of Notices

An Ordinance of the Town Commission of the Town of Highland Beach, Florida, amending Chapter 1, "General Provisions," of the town code of ordinances by adopting a new Section 1-13, "Electronic Publication of Notices;" providing for the repeal of all ordinances in conflict; providing for severability and codification; and providing for an effective date.

Mayor Moore read the title of the proposed ordinance and Town Attorney Rubin presented the item. There was a discussion concerning the benefits of electronic publication of legal notices on the website. The Town Commission was in favor of the proposed ordinance.

Mayor Moore opens public comments. Hearing none, she closed public comments.

MOTION: David/Stern - A motion was made and seconded to approve on first reading an Ordinance of the Town Commission of the Town of Highland Beach, Florida, amending Chapter 1, "General Provisions," of the town code of ordinances by adopting a new Section 1-13, "Electronic Publication of Notices;" providing for the repeal of all ordinances in conflict; providing for severability and codification; and providing for an effective date. The motion passed 5 to 0.

9. **CONSENT AGENDA** (These are items that the Commission typically does not need to discuss individually, and which are voted on as a group.) Public Comments will be limited to three (3) minutes per speaker per item after the Town Commission initial discussion.

A. Approval of Meeting Minutes

October 01, 2024, Town Commission Meeting Minutes

MOTION: David/Goldberg - A motion was made and seconded to approve the Consent Agenda which passed unanimously, 5 to 0.

10. **UNFINISHED BUSINESS** (Public Comments will be limited to three (3) minutes per speaker per item after the Town Commission initial discussion.)

A. Discussion of Milani Park. (Item Added to the Agenda 11/29/2024)

Mayor Moore provided an update on a recent meeting between herself, residents Ms. Maggie Chappelle and Ms. Laura Thurston, Palm Beach County Board of County Commissioner Marci Woodward, and the lead architect for the park design. At that meeting, they discussed potential concepts for the park, and the

County made it clear that they would work according to the stipulated settlement agreement.

Ms. Chappelle and Ms. Thurston met with County Commissioner Woodward for several months. They prepared and presented a pre-design schematic and ideas to County Commissioner Woodward, county staff, stakeholders, and the lead architect at a meeting in November 2024. They talked about their pre-design schematic and ideas for the park.

Mayor Moore spoke of high-level concepts such as park elements that would reduce traffic, reduce parking of 40 spaces or less, reduce vagrancy, shade-producing elements, aesthetics that fit within Highland Beach, and promote quietness, calmness, peacefulness, noise reduction, and educational elements.

Mayor Moore also emphasized that this item was about the Town Commission providing input into the design and types of concepts the Highland Beach community would like the County to consider in designing the park. Discussions ensued about concepts such as traffic control (curb cuts), reduced vagrancy, security gates, seating for elderly people, parking costs for residents and non-residents and increase in park fees, natural trees and landscaping, informational signage along the boardwalk, elements of the park for younger children, encouraging park elements that will not inspire park type events such as weddings or parties, uncertainty about covering (gazebo/shelter) and material of the roof, traffic concerns and safety of vehicles, bikes, and pedestrians, and bicycle pedestrians type resting area.

B. Continued Discussion of Fiscal Year (FY) 2024-2025 Strategic Priorities Plan Update and 5-Year Capital Improvement Plan.

Town Manager Labadie provided an updated Fiscal Year 2024-2025 Strategic Priorities Plan including the Ranked and Unranked Project List, with no changes made by the Town Commission to the strategic priorities plan. The Town Commission also discussed the 5-year capital improvement plan (CIP) and its projects, suggesting that Town Manager Labadie the Post Office building project to the capital improvement plan, and include the beautification project on the Strategic Priorities list.

11. NEW BUSINESS (Public Comments will be limited to three (3) minutes per speaker per item after Town Commission initial discussion.)

A. Resolution No. 2024-034 / Referendum for Public Safety Project for March 11, 2025, General Election

A Resolution of the Town Commission of the Town of Highland Beach, Florida, calling for a referendum of the qualified electors of the town to be held on March 11, 2025, seeking authorization pursuant to Section 2.01(30) of the Town Charter to expend up to \$3,000,000 for the purpose of undertaking two public safety projects; providing for notice and advertising

of the referendum; providing for referendum canvassing; providing for severability, the repeal of laws in conflict, and an effective date.

Town Manager Labadie mentioned that the two public safety projects - Rehabilitation of the Old Fire Station and Apparatus Bays, and the Construction of a Public Safety Docking Facility may exceed the spending limit set by Section 2.01(30) of the Town Charter. To ensure compliance with the Town Charter, staff were seeking approval of Resolution No. 2024-034. The Town Commission suggested increasing the amount to \$3,500,000.

Town Attorney Rubin read the amended ballot summary as follows:

Shall The Town Be Authorized To Expend Up To \$3,500,000 Using Budgeted Funds For Two Public Safety Projects To Improve Operations, Increase Efficiency, Preserve Critical Public Safety Infrastructure And Enhance Response Services, Including (1) Rehabilitation Of The Old Fire Station/Apparatus Bays And (2) Construction Of A Public Safety Marine Facility For Marine Unit Docking And Water Rescue Services.

MOTION: David/Stern – A motion was made and seconded to approve Resolution No. 2024-034 as amended. Upon a roll call: Commissioner David (Yes); Vice Mayor Stern (Yes); Commissioner Goldberg (Yes); Commissioner Peters (Yes); and Mayor Moore (Yes). The motion passed on a 5 to 0 vote.

B. Reconsideration of the December 17, 2024, Town Commission Meeting Date.

The Town Commission considered rescheduling the December 17, 2024, meeting followed by a motion.

MOTION: David/Goldberg - A motion was made and seconded to reconsider December 17, 2024, as a Town Commission meeting date. The motion passed 5 to 0.

C. Consideration of the Town Commission Proposed 2025 Meeting Schedule.

The Town Commission discussed the proposed 2025 meeting schedule and agreed to cancel the January 7, February 18, April 1, July 1, August 19, October 21, November 18, and December 16, 2025, meetings for the upcoming year.

MOTION: David/Stern – A motion was made and seconded to approve the amended Town Commission Proposed Meeting Schedule for the 2025 calendar year. The motion passed 5 to 0.

12. TOWN COMMISSION COMMENTS

Commissioner Judith M. Goldberg appreciated today's meeting. She wished everyone happy holidays, Happy Hanukkah, and Merry Christmas, mentioned she would not be available to attend the next meeting, and expressed gratitude to the Town Commission. She also noted that she would miss Commissioner David and look forward to the March 25 Town Commission Special Meeting/Swearing-In Ceremony.

Commissioner Donald Peters noted that he will miss Commissioner David as well. He thanked Mayor Moore, Ms. Chappelle, and Ms. Thurston for the updates on Milani Park. He looks forward to the 75th Town Anniversary and Mingle and Jingle event on December 5.

Commissioner Evalyn David thanked the Commissioners for their kind wishes. She looks forward to the 75th Town Anniversary and Mingle and Jingle event on December 5. She wished everyone a happy holiday season.

Vice Mayor David Stern echoed the Commissioners. He provided an update on the electric charging system in his condominium building. He hopes everyone has a great holiday.

Mayor Natasha Moore welcomed Commissioner-Elect Jason Chudnofsky and looks forward to collaborating with him. She also commented that it has been great working with Commissioner David. She looks forward to the 75th Town Anniversary and Mingle and Jingle event.

13. TOWN ATTORNEY'S REPORT

Town Attorney Rubin had nothing to report.

Commissioner-Elect Jason Chudnofsky spoke about activities that will be happening at the upcoming 75th Town Anniversary and Mingle and Jingle event. He commented on Commissioner David and Milani Park.

14. TOWN MANAGER'S REPORT

Town Manager Labadie highlighted the upcoming 75th Town Anniversary and Mingle and Jingle event on December 5. He expressed gratitude to Reverend Father Horgan for his partnership and support. He also urged the residents to take the trolley due to limited parking and addressed the ongoing traffic construction along State Road A1A.

15. ANNOUNCEMENTS

Board Vacancies

Board of Adjustment and Appeals Board

One (1) vacancy for a three-year term

Code Enforcement Board

Two (2) vacancies for three-year terms; One (1) vacancy for an unexpired ending December 7, 2024; and One (1) vacancy for an expired ending May 30, 2025

Meetings and Events

December 10, 2024 1:00 P.M. Special Magistrate Hearing

December 12, 2024 9:30 A.M. Planning Board Regular Meeting

December 17, 2024 1:30 P.M. Town Commission Meeting

Board Action Report

None.

16. ADJOURNMENT

The meeting was adjourned at 3:43 P.M.

APPROVED: February 04, 2025, Town Commission Meeting.

ATTEST:

Natasha Moore, Mayor

Transcribed by
Lanelda Gaskins

02/04/2025

Lanelda Gaskins, MMC
Town Clerk

Date

Disclaimer: Effective May 19, 2020, per Resolution No. 20-008, all meeting minutes are transcribed as a brief summary reflecting the events of this meeting. Verbatim audio/video recordings are permanent records and are available on the Town's Media Archives & Minutes webpage: <https://highlandbeach-fl.municodemeetings.com/>.

File Attachments for Item:

B. Approve and authorize the Mayor to execute the 2025 Municipal Election(s) Vote Processing Equipment Use and Elections Service Agreement between the Palm Beach County Supervisor of Election and the Town of Highland Beach for March 11, 2025 Municipal General Election.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission
MEETING DATE *02/04/2025*
SUBMITTED BY: Lanelda Gaskins, Town Clerk's Office
SUBJECT: 2025 Municipal Election(s) Voting Processing Equipment Use and Elections Services Agreement

SUMMARY:

Consideration to approve and authorize the Mayor to execute the 2025 Municipal Election(s) Vote Processing Equipment Use and Elections Services Agreement with the Palm Beach County Supervisor of Elections (SOE) Office for the Town's Municipal General Election on Tuesday, March 11, 2025.

The responsibilities of the Palm Beach County Supervisor of Elections Office and the Town Clerk/ (Qualifying Officer) are set forth in the attached agreement.

FISCAL IMPACT:

\$17,000

ATTACHMENTS:

2025 Municipal Election(s) Vote Processing Equipment Use and Elections Services Agreement along with Exhibits

RECOMMENDATION:

Staff recommends Commission approval of the 2025 Municipal election(s) Vote Processing Equipment Use and Elections Services Agreement for March 11, 2025, Municipal General Election.



**2025 MUNICIPAL ELECTION(S)
VOTE PROCESSING EQUIPMENT USE
AND ELECTIONS SERVICES AGREEMENT**

This Vote Processing Equipment Use and Elections Services Agreement (hereinafter referred to as the “Agreement”) is hereby entered into by and between the **Palm Beach County Supervisor of Elections Office** (hereinafter referred to as “SOE”) and Town of Highland Beach, Florida (hereinafter referred to as “MUNICIPALITY”).

WITNESSETH:

WHEREAS, pursuant to Section 101.34, Florida Statutes, SOE is the legal custodian of certified vote processing equipment owned by Palm Beach County, Florida, and is hereby charged with the responsibility for custody and maintenance of said equipment; and,

WHEREAS, MUNICIPALITY desires, or is otherwise statutorily obligated, to conduct an election that requires the use of vote processing equipment to count ballots; and,

WHEREAS, all vote processing equipment requires specially trained and knowledgeable individuals to program, operate and maintain said equipment; and,

WHEREAS, the Palm Beach County Board of County Commissioners has authorized SOE to provide any necessary terms and conditions for the use of such voting equipment; and,

WHEREAS, SOE can provide the necessary personnel to program, operate and maintain said equipment; and,

WHEREAS, MUNICIPALITY hereby acknowledges it may be responsible for other applicable requirements under the Florida Election Code and any provision of MUNICIPALITY’S Charter or municipal ordinances which may not be addressed or included in this Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual promises, terms and conditions stated herein, SOE and MUNICIPALITY agree as follows:

ARTICLE 1 – RECITALS

The above recitals are true and correct and incorporated herein.

ARTICLE 2 – AGREEMENT

SOE shall provide MUNICIPALITY such necessary vote processing equipment and election services according to the terms and conditions stated in this Agreement, for the purposes of conducting the Uniform Municipal Election (“UME”) to be held on March 11, 2025, along with the necessary vote processing equipment and election services to facilitate polling locations and polling places as may be necessary and agreed upon by the parties. Except for the UME and run-off elections resulting from the UME which are required by MUNICIPALITY charter or ordinance, no other municipal elections will be conducted by SOE except by separate written signed agreement of the parties hereto. Except as may be modified by the parties in said separate written agreement, the

terms of this Agreement shall apply to all other municipal elections conducted by SOE during the term hereof.

ARTICLE 3 – OPERATION AND PROGRAMING SERVICES

3.1 Municipal Services. For each election, MUNICIPALITY shall pay SOE for election operations, as provided in the attached Exhibits “A” or “B.”

3.2 Vote-By-Mail Ballots. For each election, MUNICIPALITY shall pay SOE for each Vote-By-Mail ballot request processed plus actual postage costs, including Return Postage. MUNICIPALITY shall also pay SOE for each Vote-By-Mail ballot signature verified (*see* Exhibits “A” and “B”).

3.3 Repairs. For any election, all maintenance, repairs or other troubleshooting services for vote processing equipment, including any processors or tablets, will be performed exclusively by SOE and such services are included in all stated charges. However, SOE does reserve the right to seek reimbursement from MUNICIPALITY for any damage caused by any neglect or unauthorized acts by any employee or representative of MUNICIPALITY.

ARTICLE 4 – OTHER ELECTION CHARGES

4.1 Precinct Services. For each election, MUNICIPALITY shall pay SOE for precinct preparation and poll worker training in accordance with Exhibits “A” and “B.”

4.2 Fee Schedule. For each election, MUNICIPALITY shall pay SOE for any other goods or services not specifically provided for in this Agreement but that may be described or listed in the Municipal Fee Schedule(s) attached hereto as Exhibits “A” and “B”. Where MUNICIPALITY holds elections concurrent with other municipal elections conducted by SOE, the Fee Schedule in Exhibit “A” controls. For all other elections for MUNICIPALITY that are not conducted as part of the UME on March 11, 2025, the Run-Off Election and Stand-Alone Election Fee Schedules set forth in Exhibit “B” control.

4.3 Other. For each election and upon proper notice to MUNICIPALITY, MUNICIPALITY shall pay SOE for any other election services not contemplated herein which may be needed to conduct an orderly election that meets the requirements of law.

ARTICLE 5 – TERM

For each election, the terms of this Agreement begin upon execution of this Agreement by both the SOE and MUNICIPALITY and shall terminate on December 31, 2025, or when all ballots for any election have been processed, all election results have been certified, all vote processing equipment has been returned to the SOE’s warehouse and an audit, if applicable, has been completed, whichever is later. In the event of an election contest or challenge, SOE agrees to cooperate in providing any public records which the SOE maintains or otherwise controls.

ARTICLE 6 – APPLICABLE REQUIREMENTS OF FLORIDA’S ELECTION CODE

MUNICIPALITY shall properly call the election in accordance with any Florida Statutes, applicable charter provisions or city ordinances. MUNICIPALITY agrees that the Municipal Clerk is responsible for the conduct of the MUNICIPALITY’s elections and for ensuring compliance with all applicable Florida Statutes, including the Florida Election Code and any municipal charter provisions and ordinances; provided, however, such statute, charter, or ordinance may specifically impose or delegate certain duties to the SOE; for provisions in a Municipal charter of ordinance, the SOE must consent to the duties set forth in the charter or ordinance in order to be bound by it. Any obligations or duties not set forth in this Agreement or otherwise provided for by law shall be the sole responsibility of MUNICIPALITY.

ARTICLE 7 – NOTICE AND ADVERTISEMENT OF ELECTIONS

7.1 Uniform Municipal Election. SOE shall prepare and arrange for publication of all legal advertising required by state and federal statutes in both English and Spanish and SOE shall be responsible for obtaining the accurate and complete translation of any such advertising. If additional advertisements are required by the MUNICIPALITY’S charter, ordinance(s) or resolution(s), MUNICIPALITY shall be responsible for preparing and arranging for publication of all such legal advertising which is not already satisfied under state and federal statutes. MUNICIPALITY shall be responsible for the accurate and complete translation of any such advertisements.

7.2 Non-UME/Run-Off Election/Stand-Alone Municipal Election(s). In the event of a run-off election and for all stand-alone municipal elections non conducted as part of the UME, MUNICIPALITY shall prepare and arrange for publication of all legal advertising required by state and federal statutes, city charter and city ordinances. MUNICIPALITY agrees that all advertisements of elections conducted in Palm Beach County shall be published in both English and Spanish and that MUNICIPALITY shall be responsible for the accurate and complete translation of any such notices. SOE shall, if available, provide samples of required advertising upon request.

ARTICLE 8 – QUALIFYING OF CANDIDATES

MUNICIPALITY may provide qualifying packets to candidates. MUNICIPALITY shall accept and process all qualifying papers and fees. For audio ballots, MUNICIPALITY shall collect pronunciation guides from candidates at the time of qualifying and shall submit them to SOE at the close of qualifying.

If petitions are part of the qualifying process, the SOE shall be responsible for verifying that all names appearing on such petitions belong to qualified electors of MUNICIPALITY. The SOE agrees to verify any and all signatures for any qualifying petitions timely submitted by MUNICIPALITY in the order such petitions are received. MUNICIPALITY shall pay SOE Ten Cents (\$0.10) per name, or such other amount as determined per Florida Statutes or the Florida Administrative Code, checked to verify any signatures on qualifying petitions. SOE agrees to verify any signatures for any qualifying petitions timely submitted by MUNICIPALITY in the order that such petitions are received. Except as set forth in the following paragraph, SOE shall complete signature verification of petitions within 30 days of receipt of the petitions from MUNICIPALITY.

When MUNICIPALITY provides SOE with candidate petitions before the signature verification cutoff deadline (before noon of the 28th day preceding the first day of qualifying), SOE will verify the signed petitions no later than the 7th day before the first day of qualifying. (See Section 99.095(3), Florida Statutes.) If the candidate reaches the required number of signatures, SOE will continue to verify timely submitted signed petitions until the candidate indicates in writing to stop verification.

In no event shall SOE issue any recommendations or make any legal determinations as to the qualifications of eligibility of any candidate for municipal office.

ARTICLE 9 – PRINTING OF BALLOTS AND BALLOT SERVICES

9.1 Uniform Municipal Election.

SOE shall place an order for sufficient quantity of Election Day ballots with a third-party printer as selected exclusively by SOE. MUNICIPALITY shall reimburse SOE for payment to printer if

the MUNICIPALITY's races cause the ballot to add an additional page, in which case MUNICIPALITY shall be responsible for the costs of the additional page. MUNICIPALITY shall pay SOE a per-ballot fee for each Vote-By-Mail ballot printed that is not otherwise being printed by SOE for the Election(s), including any additional pages required for MUNICIPALITY'S races or questions.

MUNICIPALITY shall furnish, immediately upon the conclusion of the qualifying period, all ballot information in English. SOE agrees to provide, at MUNICIPALITY's cost and expense, translation of MUNICIPALITY's ballot language from English to Spanish, including the name of the candidates as they are to appear on the ballot, the name of MUNICIPALITY, the name of the election, the title of office or referendum title, explanation, and questions, in accordance with Section 203 of the Voting Rights Act, as well as Creole translations for the ExpressVote machine.

SOE agrees to provide the layout of the ballot(s) based on the information furnished by MUNICIPALITY and deliver ballot layout to the approved printer. Both SOE and MUNICIPALITY must approve the ballot proof(s).

Once test ballots are received from the printer, SOE will test all vote processing equipment in accordance with the standards established by the Florida Division of Elections and any applicable Florida Statutes. Upon receipt of the printed ballots from the printer, SOE shall receive, securely store and account for all ballots until disbursed to poll workers. SOE shall also control and limit all access to un-voted ballots while in possession of SOE.

9.2 Non-UME/Run-Off Election/Stand-Alone Municipal Election(s).

In the event of a run-off election and for all stand-alone municipal elections not conducted during the UME, MUNICIPALITY will be responsible for providing all information stated in 9.1. MUNICIPALITY will again be responsible for the cost of providing any translations and must again approve ballot content and layout prior to printing.

MUNICIPALITY will also be responsible for reimbursing SOE for any and all costs incurred in accordance with the fee schedule shown in Exhibit "B," and all other costs of the election incurred by SOE.

ARTICLE 10 – POLL WORKERS

10.1 Selection and Training of Poll Workers. SOE will select poll workers from a group of trained poll workers. SOE will assign standby poll workers to be available on Election Day. SOE will train all poll workers in accordance with the Florida Election Code and other guidelines, procedures or regulations as followed or adopted for the conduct of elections in Palm Beach County. The clerk for MUNICIPALITY, or a representative, shall be in attendance for poll worker training sessions. Poll workers shall undergo job specific training and complete the required number of training hours as specified by SOE poll worker department management. All necessary supplies and ballots will be provided by SOE and stored in precinct cabinets or transported in poll worker clerk bags.

10.2 Uniform Municipal Election. SOE shall pay poll workers directly for their services.

Non-UME/Run-Off Election/Stand-Alone Municipal Election(s). In the event of a run-off election and for all stand-alone municipal elections non conducted during the UME, MUNICIPALITY shall promptly pay poll workers directly for their services in the same amounts/at the same hourly rates that SOE pays poll workers which, as of the Effective Date hereof, is set forth in Exhibit "B." If SOE changes the rates of pay/hourly rates SOE is paying poll workers, MUNICIPALITY agrees to pay the current rates of pay/hourly rates being paid by SOE at that time.

ARTICLE 11 – SELECTION OF POLLING PLACES

SOE shall provide a list of Polling Place(s) intended for use as a voting location. Each location shall meet necessary Americans with Disabilities Act (ADA) requirements. In the event of a run-off election and all stand-alone municipal elections not conducted during the UME, MUNICIPALITY shall provide ADA compliant Polling Places. If the polling place is different than what is shown on the voters' most recent voter information card, MUNICIPALITY shall pay the cost for the SOE to mail in a new voter information card with the new location on it. If the location is temporary for the municipal election, MUNICIPALITY shall also pay the costs for the follow-up mailing of the voter information card to designate the previous location as the again-current polling location.

ARTICLE 12 – SAMPLE BALLOTS**12.1 Uniform Municipal Election.**

SOE shall prepare, proof and deliver sample ballot layout to third-party vendor for distribution to registered voters. MUNICIPALITY shall review the sample ballot(s) and confirm the accuracy of the election date, office, candidate name(s) (including the order of appearance on the ballot), polling locations, polling places and all other information contained therein. SOE shall coordinate the mailing of the sample ballots to all registered voters in the municipality prior to the election, including accurate polling place information.

12.2 Non-UME/Run-Off Election/Stand-Alone Municipal Election(s).

In the event of a run-off election and for all stand-alone municipal elections not conducted as during the UME, SOE **shall not** create or mail sample ballots. If MUNICIPALITY wishes to create a sample ballot, MUNICIPALITY must create the sample ballot and if desired by MUNICIPALITY, provide copies to SOE and SOE will post it on SOE's website.

ARTICLE 13 – VOTE-BY-MAIL BALLOTS

MUNICIPALITY shall refer all requests for Vote-By-Mail ballots to SOE. Unless the Clerk for MUNICIPALITY provides written direction to the contrary, SOE agrees to accept all requests for Vote-By-Mail ballots by telephone, mail, email or in person. SOE also agrees to mail Vote-By-Mail and overseas ballots as requested by registered voters, receive and securely store any voted Vote-By-Mail ballots, verify the signatures on any returned voted Vote-By-Mail ballot certificates, facilitate voter signature cures, accommodate public inspection of Vote-By-Mail ballot mailing envelopes and voter certificates, and account for all Vote-By-Mail ballots.

SOE may begin processing Vote-By-Mail ballots prior to Election evening, pursuant to Section 101.68, Florida Statutes.

In the event of a run-off election and for all stand-alone municipal elections not conducted during the UME, if MUNICIPALITY does not use the County Canvassing Board, MUNICIPALITY shall schedule and coordinate the date on which the MUNICIPALITY's Canvassing Board is to assemble to canvass the Vote-By-Mail ballots. If applicable, MUNICIPALITY shall coordinate for the use of SOE facilities to conduct the Canvassing Board activities. MUNICIPALITY shall notice and advertise in both English and Spanish, as needed, the dates of any Canvassing Board meetings. MUNICIPALITY shall convene the Canvassing Board to determine which voted Vote-By-Mail ballots are to be tabulated. MUNICIPALITY shall provide for collection of results from each precinct (See Exhibit "B"). MUNICIPALITY must also ensure they have a Canvassing Board member present for opening, duplication,

tabulation and all other activities requiring Canvassing Board presence by law, at the time specified by SOE.

ARTICLE 14 – TRANSPORTATION OF ELECTIONS EQUIPMENT AND SUPPLIES

14.1 Uniform Municipal Election.

SOE will be responsible for delivery and pick-up of vote processing equipment. Election equipment will be delivered by SOE, or a third-party representative of SOE, on an agreed upon date, up to eight (8) days prior to the election. SOE, or a third-party representative of SOE, will pick up voting equipment on an agreed upon date. SOE shall have full discretion and authority to hire and employ any outside third parties to assist with or perform delivery and pick up of voting equipment (Exhibit “A”).

14.2 Non-UME/Run-Off Election/Stand-Alone Municipal Election(s).

In the event of a run-off election and for all stand-alone municipal elections not conducted during the UME, SOE will maintain responsibility for transportation of equipment and supplies as stated in 14.1.

MUNICIPALITY shall reimburse SOE for any and all costs incurred for equipment delivery and pickup in accordance with the fee schedule set forth in Exhibit “B”.

14.3 MUNICIPALITY is not permitted to deliver any election equipment.

ARTICLE 15 – LOCATION AND STORAGE OF VOTING EQUIPMENT

All voting equipment shall be stored, maintained and located in a well-protected, secure, temperature-controlled, indoor room or facility. Once the voting equipment is delivered to a voting site, no equipment shall be relocated without the prior written approval of SOE.

ARTICLE 16 – CANVASSING OF ELECTION RESULTS

16.1 Uniform Municipal Election. SOE shall schedule and coordinate the date on which the Canvassing Board is to assemble to canvass the results of the election. SOE shall notice and advertise, as needed, the dates of any canvassing board meetings. If a municipality does not use the County Canvassing Board, it shall direct its Canvassing Board Members to convene on such date and time and notice and advertise as necessary. SOE or MUNICIPALITY (as applicable) shall convene the Canvassing Board to determine voter intent and which voted Vote-By-Mail ballots are to be tabulated. SOE shall provide for collection of results from each precinct.

16.2 Non-UME/Run-Off Election/Stand-Alone Municipal Election(s). In the event of a run-off election and for all stand-alone municipal elections not conducted during the UME, if MUNICIPALITY doesn't use the County Canvassing Board, MUNICIPALITY shall schedule and coordinate the date on which MUNICIPALITY's Canvassing Board is to assemble to canvass the results of the election. If applicable, MUNICIPALITY shall coordinate for the use of SOE facilities to conduct the Canvassing Board activities. MUNICIPALITY shall notice and advertise in both English and Spanish, as needed, the dates of any Canvassing Board meetings. MUNICIPALITY shall convene the Canvassing Board to determine voter intent and which voted Vote-By-Mail ballots are to be tabulated. MUNICIPALITY shall provide for collection of results from each precinct (See Exhibit “B”). MUNICIPALITY must also ensure they have a Canvassing Board member present for opening, duplication, tabulation and all other activities requiring Canvassing Board presence by law.

ARTICLE 17 – AUDITS

MUNICIPALITY agrees to pay SOE for the costs of the Audit any additional costs as may be necessary, including overtime expenses, for conducting the audit.

ARTICLE 18 – POST-ELECTION RECORDS RETENTION

SOE shall process affirmation forms and sort, inventory, and pack all election materials for pickup by SOE for retention and disposition. SOE shall store or cause to be stored all necessary election records and ballots until expiration of retention period as prescribed by applicable Florida Statutes and Rules.

ARTICLE 19 – VOTER HISTORY

SOE will record voter history for all electors voting in the municipal election(s) in a timely manner.

ARTICLE 20 – OTHER NECESSARY COSTS

As provided in Article 4, any additional costs or fees that may be incurred by SOE in compliance with the Florida Election Code and as a direct result of MUNICIPALITY's election(s), that are not specified in this Agreement, shall be paid for by MUNICIPALITY at rates and fees as established by SOE. Examples of such additional costs or reimbursements include, but are not limited to, the following:

- A. Recounts. Any expenditure by the SOE for conducting a recount, including any overtime expenses for reprogramming voting equipment, and other expenses as may be necessary to conduct a recount; and,
- B. Attorneys' Fees and Costs. Actual attorneys' fees and costs incurred by SOE for research or representation on any matter that are incurred as a direct result of MUNICIPALITY's participation in the UME or any subsequent municipal election, shall be invoiced by SOE for reimbursement by MUNICIPALITY.

ARTICLE 21 – HOLD HARMLESS COVENANT

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions and negligence of the other party. Furthermore, nothing herein shall be construed as a waiver by either party of sovereign immunity pursuant to Section 768.28, Florida Statutes.

Each party to this Agreement shall be liable for its own actions and negligence. To the extent permitted by law, MUNICIPALITY shall indemnify, defend and hold harmless the SOE against any actions, claims or damages arising out of MUNICIPALITY's negligence, willful or intentional acts or omissions in connection with its performance under this Agreement; and SOE shall indemnify, defend and hold harmless MUNICIPALITY against any actions, claims or damages arising out of the negligence, willful or intentional acts or omissions of the SOE in connection with its performance under this Agreement. Nothing herein shall be construed as consent by either the SOE or MUNICIPALITY to be sued by third parties in any matter arising from this Agreement. MUNICIPALITY also agrees to indemnify SOE against any administrative challenges, civil suits or other legal challenges or appeals that may arise, including all attorneys' fees and costs, from the contest of MUNICIPALITY'S election results or the validation of any of MUNICIPALITY'S candidate qualifications. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the waiver or limits set forth at Section 768.28, Florida Statutes. In no case shall such limits for SOE or MUNICIPALITY extend beyond \$200,000 for any one person or beyond \$300,000 for any judgment which, when totaled with all other

judgments, arises out of the same incident or occurrence. Furthermore, nothing herein shall be construed as consent by MUNICIPALITY or the SOE, as a state agency or subdivision of the State of Florida, to be sued by third parties in any matter arising out of any contract.

These provisions shall not be construed to constitute agreement by either party to indemnify the other for such others' negligent, willful or intentional acts or omissions.

ARTICLE 22 – ENTIRETY AND AMENDMENTS

The Agreement embodies this entire agreement between SOE and MUNICIPALITY and supersedes all prior agreements and understandings relating to the conduct of elections. No modification, amendment or alteration to this Agreement shall be effective of binding unless submitted in writing and executed by the duly authorized representatives of both SOE and MUNICIPALITY.

ARTICLE 23 – EFFECTIVE DATE

The effective date of this Agreement shall be the latest date of execution by duly authorized representatives of SOE and MUNICIPALITY as shown on the signature page hereto.

ARTICLE 24 – NOTICES

NOTICES: All formal notices affecting the provisions of this Agreement may be delivered in person or be sent by registered mail or by a recognized overnight courier such as FedEx, to the individual designated below, until such time as either party furnishes the other party written instructions to contact another individual or different location.

For the SOE:

Supervisor of Elections
4301 Cherry Road
West Palm Beach, Florida 33409
Attention: Wendy Sartory Link

For the MUNICIPALITY:

Town of Highland Beach
3614 So. Ocean Blvd.
Highland Beach, FL 33487
Attention: Lanelda Gaskins, Town Clerk

ARTICLE 25 – NONWAIVER

A waiver by either party of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing and duly signed by both parties to this Agreement. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 26 – SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void or voidable, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void or voidable provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being held void should a provision which is of the essence of the Agreement be determined to be void by a court of competent jurisdiction.

IN WITNESS WHEREOF, we, the undersigned, do hereby state that we have the authority to bind and obligate as promised herein, SOE and MUNICIPALITY for the purposes of executing this Agreement on the dates set forth below.

Signature

Wendy Sartory Link

Name (Printed or Typed)

Palm Beach County Supervisor of Elections

Title

Date

Witness Signature

Witness Name (Printed or Typed)

Signature

Natasha Moore

Name (Printed or Typed)

Mayor

Title

Date

Witness Signature

Lanelda Gaskins, Town Clerk

Witness Name (Printed or Typed)

EXHIBIT “A”

**Palm Beach County Supervisor of Elections
Schedule of Municipal Election Fees
Uniform Municipal Elections 2025**

Standard Operation and Programming	
Polling Place Operations	
Ballot Preparation and Printing	
Vote-By-Mail (VBM) Ballot Requests and Postage	
Post-Election Reporting and Audit	
Service Center Operations and Tabulation	
Total (small municipality ≤ 2k registered voters = \$600)	\$750.00
VBM Services Other Than Required for PPP	
VBM Ballot Services – Per Ballot Processed	\$6.50/Ballot
VBM Return Mail Postage Costs – Actual Cost	.53
Unanticipated Costs	TBD

EXHIBIT “B”



**Palm Beach County Supervisor of Elections
Schedule of Non-UME/Municipal Run-Off/Stand-Alone
Election Fees 2025**

General Municipal Non-UME/Run-Off/Stand-Alone Election Services	Estimated Costs
Vote-by-Mail Ballot Services Outgoing	\$6.50/Ballot
Vote-by-Mail Ballot Returned	\$.53/ballot
Run-Off/Stand-Alone Election Day Services	\$12,143.35
Precinct Services (per precinct)	\$275.97
Accounting/Billing	\$141.36
Polling Location Inspection (if applicable)	\$ 66.53
POLL WORKER PAY Election Day lump sum*: Clerk: \$440.00 Assistant Clerk: \$340.00 VST: \$355.00 Inspector: \$255.00 Deputy: \$225.00 Standby Poll Worker (deployed by SOE): Paid at rate for the position for which they are trained. *Rate of pay is a lump sum that includes training and election day. The Clerk, Assistant Clerk, and VST pay rate also includes Monday set-up. If applicable: a Clerk may be required to assist with precinct register pick-up from SOE and delivery to the polling location. This extra duty would increase his/her pay by \$25.00, making his/her pay rate \$465.00. *If Applicable: An Inspector or Deputy may be required to assist in the ride along duties at the end of the night to fulfill party diversity requirements. This extra duty would increase his/her pay by \$25.00, making his/her pay rate as follows: Inspector \$280.00 Deputy \$250.00 Any additional items requested by the municipality will be invoiced separately	TBD
On call support (\$2500 range)	

*Itemized invoices will be provided in the event of a run-off election.

File Attachments for Item:

C. Approve and authorize the purchase of a new air-conditioning system from Carrier Commercial Services in an amount not to exceed \$102,303.80 for the Library - Fiscal Year 2025 Planned and Approved Project.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting
MEETING DATE: *February 4, 2025*
SUBMITTED BY: Pat Roman, Public Works Director
SUBJECT: Purchase New A/C Town Library

SUMMARY:

We are requesting authorization to procure a new Air Conditioning system for the Town Library. The total cost, including labor and components, is \$102,303.80. The cost was piggybacked off the Omnia Federal Competitive Bidding contract. The existing Air Conditioning system is nearing the end of its lifespan due to the harsh environmental conditions. This budgeted purchase will be funded from the Public Works DST fund. The new Air Conditioning system will reduce energy costs and utilize new Freon technology that is more environmentally friendly.

FISCAL IMPACT:

\$102,303.80 Total Labor and Materials; 103-519.000-563.000 Public Works DST

ATTACHMENTS:

Omnia Proposal TOHB; Carrier A/C Data; Commercial Split EPA Ruling

RECOMMENDATION:

Commission Approval



**Carrier Commercial
Service**

5440 NW 33rd Ave, Suite 108
Fort Lauderdale, FL 33309
(954) 315-5168



Carrier Commercial Service Omnia Based –AHU Replacement Project

Prepared For:

**Pat Roman
Town of Highland Beach**

**City Library HVAC Equipment
Replacement Budgets
3618 S. Ocean Boulevard
Highland Beach FL 33487**

**(561) 278-4548
Proman@highlandbeach.us**



Presented by:



Scott McLennan, LEED AP

Carrier Corporation

Cell: (954) 448-9775

E-Fax: (860) 998-1014

scott.mclennan@carrier.utc.com

<http://www.commercial.carrier.com>

Date of Proposal Revision: 1/23/2025

Executive Summary

Carrier is presenting this quotation to replace a 25-ton Split System and a 10-ton condenser serving the Town Library. Equipment will match existing equipment capacity. Work is presented based on Omnia Contract # 02-123 and conforms to contract requirements.



Carrier Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

HVAC Equipment, Installation, Service, Building Control Systems & Related Products and Services

Region 14 ESC - TX
Contract Number: 02-123

Initial Term: December 13, 2021 through December 31, 2024
Renewal Options: Option to renew for two (2) additional one-year periods through December 31, 2026
RENEWED THROUGH December 31, 2025

Master Agreement Documents

- [Official Signed Contract](#)
- [Contract Award Letter](#)
- [Contract Renewal 1](#)

Response Evaluation

- [Supplier Response to RFP](#)
- [Evaluation Documents](#)

OMNIA PRICING: EQUIPMENT ONLY

Carrier has agreed to provide fixed equipment discounts off list price for equipment, and fixed mark-up for Extended Factory Warranty products and Factory start-up services. Installation services will be quoted separately as Turnkey installation services under terms of Omnia contract. .

Equipment will be sold to the Town directly, tax exempt, FOB factory with freight to your facility (or desired destination) pre-paid. Receiving, local cabinet coatings, unloading, storage and final placement costs will need to be considered in the turnkey installation proposal, or arraigned by others. Options for Extended Factory Warranty listed below.

Sourcewell Pricing:	MLP	Discount/ Mark-up	Net Cost
Highland Beach:			
38AUZA25A0B6-0A0A0	\$ 25,028.00	47% off	\$ 13,264.84
40RUAA28T2A6-UA0A0	\$ 20,418.00	49% off	\$ 10,413.18
38AUZM12A0B6-0A0A0	\$ 13,993.00	47% off	\$ 7,416.29
CAELHEAT029B00	\$ 2,297.00	49% off	\$ 1,171.47
Factory Services/Extended warranty			
38AU12 S/U & 1 st year Labor	\$ 1,080.00	+20 %	\$ 1,296.00
38AU25 S/U & 1 st year Labor	\$ 2,208.00	+20%	\$ 2,649.60
40RR28 S/U & 1 st year Labor	\$ 486.00	+20%	\$ 583.20
38AU12 2 nd - 5 th years Complete P&L	\$ 983.00	+20%	\$ 1,179.60
38AU25 2 nd – 5 th years Complete P&L	\$ 3,050.00	+20%	\$ 3,660.00
40RUAA 2 nd – 5 th years Complete P&L	\$ 372.00	+20%	\$ 446.40

TOTAL EQUIPMENT PACKAGE: \$42,080.58

This Equipment will be sold tax exempt under separate invoice from installation work. Tax Exemption certificate needs to accompany Purchase Order. Equipment is sold FOB factory, with freight pre-paid to South Florida. Equipment selection, submittal approvals and Coating, receiving and storage and final delivery will be included in Installation portion of project.

Installation based on Fixed Labor rates and mark-ups:

Carrier Project Management Labor	15 Hrs. @ \$200.00	\$ 3,000.00
Carrier Direct Labor Standard time	24 Hrs. @ \$200.00	\$ 4,800.00
Advantcoat CU and AHU coating	\$ 5,000.00 X 1.35	\$ 6,750.00
Carrier Direct Purchases	\$ 250.00 X 1.25	\$ 312.50
Tie down engineering condensers	\$ 250.00 X 1.35	\$ 337.50
Receiving from coating, storage, delivery	\$ Included below	\$ 0.00
Crane / Carting Service	\$ Included below	\$ 0.00
AHU Demo and Move in (weekday)	\$ Included below	\$ 0.00
CU Installation (Weekday)	\$ Included below	\$ 0.00
CU 10 to install (weekday)	\$ Included below	\$ 0.00
Disposal (both AHU and CUs)	\$ Included Below	\$ 0.00
Installation Services	\$ 31,800.00 X 1.35	\$ 42,930.00
Test and Balance AHU	\$ 1550.00 X 1.35	\$ 2,092.50

Total Town Library Installation Cost \$60,222.50

Total cost, Equipment & Installation: \$102,303.80

Permit processing and tie-down detail included. Permit fees, if any, will be passed through at cost X 1.30 under a separate job/PO at the end of the project. Equipment to be connected to existing services (line voltage & gear, low voltage, refrigerant lines, condensate lines. Town to provide pre & post life safety testing as necessary for permit. Existing control devices to be reused. No repairs to any existing system or device included.

Sincerely,

Scott McLennan

Maintenance, Repairs, Modernization

PLEASE CALL WITH QUESTIONS: (954) 448-9775

Omnia and Carrier Standard Terms and Conditions will govern sale.



SUBMITTAL

Project

Highland Beach Library

Date

Monday, October 7, 2024

Tom Griswold

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Project: Highland Beach Library
Prepared By: Tom Griswold

10/08/2024
07:29PM

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Performance Summary For 20 Ton CU

Project: Highland Beach Library
 Prepared By: Tom Griswold

10/08/2024
 07:29PM

System:..... **38AUZ 025**
No. of Circuits:..... **Single Circuit**
System Quantity:..... **1**
Altitude:..... **0.0** ft
EER @ ARI Conditions:..... **11.0**
IEER:..... **13.6**
Suction Line Loss:..... **1.4** °F
 Condensing unit is rated in accordance with ARI 365.

Typical Liquid and Suction Line Sizing

Pipe Length	Liquid Line Size	Suction Line Size
0 - 25	5/8	1 3/8
26 - 50	5/8	1 3/8
51 - 75	5/8	1 5/8
76 - 100	5/8	1 5/8
101 - 125	3/4	1 5/8
126 - 150	3/4	2 1/8
151 - 175	3/4	2 1/8
176 - 200	3/4	2 1/8

Refer to the 38AU installation instructions for installation specific line sizing guidance

Outdoor Unit Parameters

Unit Quantity:..... **1**
 PartNumber:..... **38AUZA25A0B6-0A0A0**
 Unit Model:..... **38AUZ**
 Unit Size:..... **20 Tons**
 Condenser Coil:..... **Pre Coated Al/Cu**
 Voltage:..... **460-3-60** V-Ph-Hz
 Total Clg Cap.(Gross):..... **233.3** MBH
 SDT:..... **118.7** °F
 Clg Ent Air DB:..... **95.0** °F
 Saturated Suction Temp:..... **45.0** °F

Outdoor Electrical Data

Unit Voltage:..... **460-3-60** V-Ph-Hz
 Unit MCA:..... **40.8** Amps
 Unit MOCP:..... **50.0** Amps
 Total Compressor Power of Unit:..... **16.90** kW
 Voltage Range Min:..... **414** V
 Voltage Range Max:..... **506** V
 Compressor RLA:..... **16.7/16.7**
 Compressor LRA:..... **114/114**
 Compressor Quantity:..... **2**
 Fan Motors Qty:..... **4**
 Fan Motor FLA:..... **0.8** Amps

Notice: Outdoor unit elect. data is based on 460-3-60
 Control Panel SCCR: 5kA RMS at Rated Symmetrical Voltage

Control Panel SCCR: 5kA RMS at Rated Symmetrical Voltage

Acoustics

Sound Power Levels, db re 10E-12 Watts

A-Weighted	Outdoor Unit (dB)	Indoor Unit (dB,Ducted)
Total Level	85.2	NA
63Hz	64.8	NA

Performance Summary For 20 Ton CU

Project: Highland Beach Library
Prepared By: Tom Griswold

10/08/2024
07:29PM

125Hz	68.9	NA
250Hz	71.4	NA
500Hz	82.8	NA
1000Hz	79.0	NA
2000Hz	74.2	NA
4000Hz	69.0	NA
8000Hz	61.9	NA
Sound Message	Sound for AUZ_25	

Acoustic Notes:

1. 38AUZ/D/Q units sound ratings are in accordance with AHRI 270-2008 - Sound Rating of Outdoor Unitary Equipment.
2. The acoustic center of the unit is located at the geometric center of the unit.

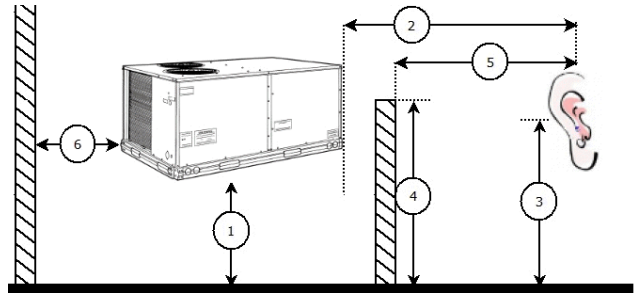
Performance Summary For 20 Ton CU

Project: Highland Beach Library
 Prepared By: Tom Griswold

10/08/2024
 07:29PM

Advanced Acoustics Parameters

- 1. Unit height above ground:..... **1.0** ft
- 2. Horizontal distance from unit to receiver:..... **20.0** ft
- 3. Receiver height above ground:..... **5.7** ft
- 4. Height of obstruction:..... **0.0** ft
- 5. Horizontal dist. from obstruction to receiver:..... **0.0** ft
- 6. Horizontal dist. from unit to obstruction:..... **0.0** ft



Detailed Acoustics Information

Octave Band Center Frequency, Hz	63	125	250	500	1k	2k	4k	8k	Overall
Sound Power Levels at Unit's Acoustic Center (L _w), dB	91	85	80	86	79	73	68	63	93
A-Wgtd Sound Power Levels at Unit's Acoustic Center (L _{wA}), dBA	65	69	71	83	79	74	69	62	85
Sound Press. Levels at Dist. Specified above (L _p), dB	66	60	55	61	54	48	43	38	69
A-Wgtd Sound Press. Levels at Dist. Specified above (L _{pA}), dBA	40	44	47	58	54	50	44	37	61

Calculation methods used in this program are patterned after the ASHRAE Guide; other ASHRAE Publications and the AHRI Acoustical Standards. While a very significant effort has been made to insure the technical accuracy of this program, it is assumed that the user is knowledgeable in the art of system sound estimation and is aware of the tolerances involved in real world acoustical estimation. This program makes certain assumptions as to the dominant sound sources and sound paths which may not always be appropriate to the real system being estimated. Because of this, no assurances can be offered that this software will always generate an accurate sound prediction from user supplied input data. If in doubt about the estimation of expected sound levels in a space, an Acoustical Engineer or a person with sound prediction expertise should be consulted.

Certified Drawing for 20 Ton CU

Project: Highland Beach Library
Prepared By: Tom Griswold

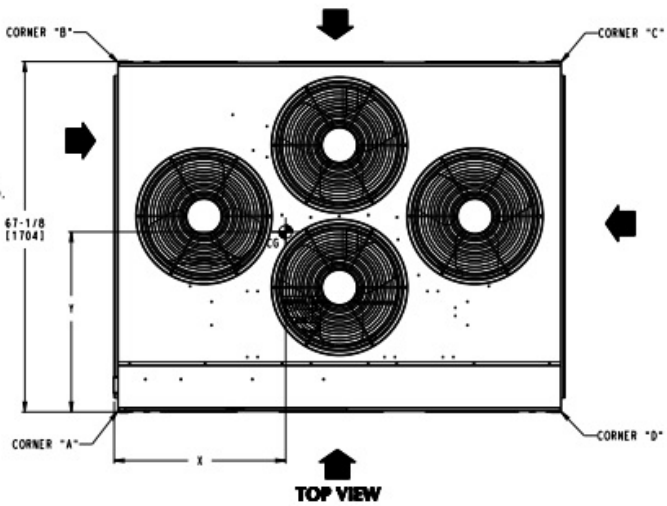
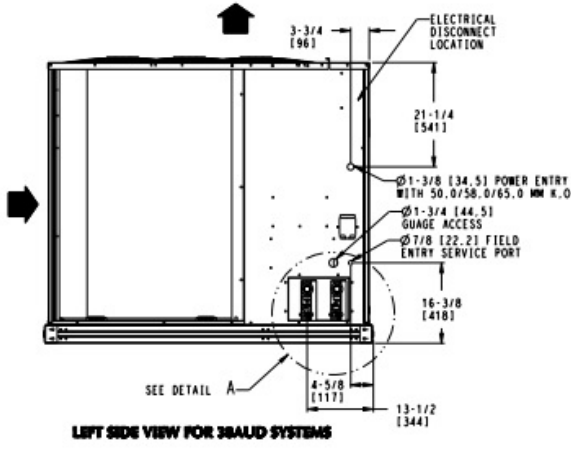
10/08/2024
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UNIT	ELECTRICAL CHARACTERISTICS	STD. UNIT WT.		CORNER A		CORNER B		CORNER C		CORNER D		CENTER OF GRAVITY			UNIT HEIGHT			
		LBS.	KG.	LBS.	KG.	LBS.	KG.	LBS.	KG.	LBS.	KG.	X	Y	Z	H			
38AU225 (RTPF)	208/230-3-60,460-3-60,575-3-60	978	444	360	163	188	85	147	67	283	128	38	1965.21	23	1584.21	17	1431.81	50-3/8 (1279.21)
38AU225 (RTPF)	208/230-3-60,460-3-60,575-3-60	978	444	360	163	188	85	147	67	283	128	38	1965.21	23	1584.21	17	1431.81	50-3/8 (1279.21)
38AU228 (RTPF)	208/230-3-60,460-3-60,575-3-60	978	444	327	148	210	95	173	78	269	122	39	1990.61	26.25	1466.81	17	1431.81	50-3/8 (1279.21)

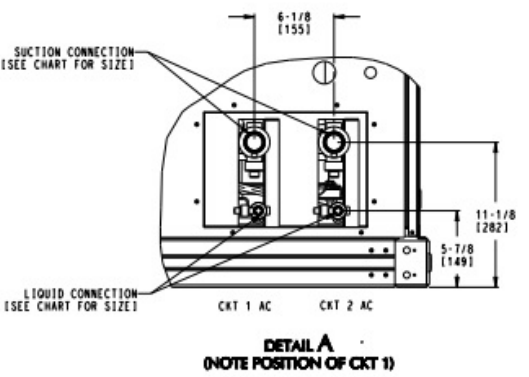
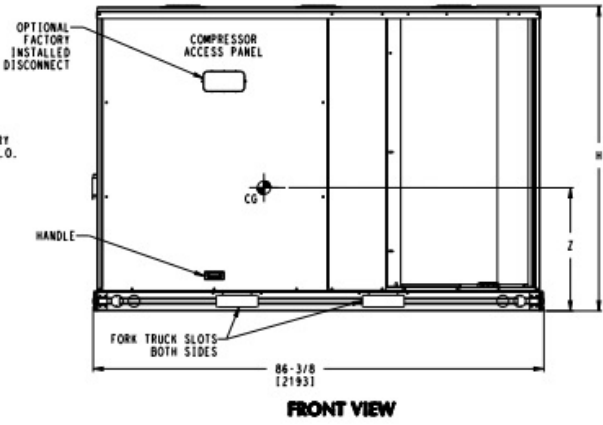
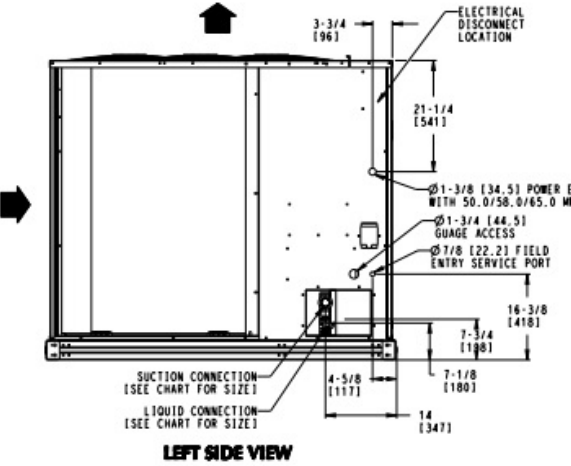
Carrier THIS DOCUMENT IS THE PROPERTY OF CARRIER CORPORATION AND IS DELIVERED UPON THE EXPRESS CONDITION THAT THE CONTENTS WILL NOT BE DISCLOSED OR USED WITHOUT CARRIER CORPORATION'S WRITTEN CONSENT. SUBMISSION OF THESE DRAWINGS OR DOCUMENTS DOES NOT CONSTITUTE PART PERFORMANCE OR ACCEPTANCE OF CONTRACT.

- NOTES:**
- MINIMUM CLEARANCE (LOCAL CODES OR JURISDICTION MAY PREVAIL):
 - BOTTOM TO COMBUSTIBLE SURFACES: 0 INCHES.
 - OUTDOOR COIL, FOR PROPER AIR FLOW: 36 INCHES ONE SIDE, 12 INCHES THE OTHER, THE SIDE GETTING THE GREATER CLEARANCE IS OPTIONAL.
 - OVERHEAD: 60 INCHES, TO ASSURE PROPER OUTDOOR FAN OPERATION.
 - BETWEEN UNITS: CONTROL BOX SIDE, 42 INCHES PER NEC.
 - BETWEEN UNIT AND UNGROUNDED SURFACES: CONTROL BOX SIDE - 36 INCHES PER NEC.
 - BETWEEN UNIT AND BLOCK OR CONCRETE WALLS AND OTHER GROUNDED SURFACES: CONTROL BOX SIDE, 42 INCHES PER NEC.
 - WITH EXCEPTION OF THE CLEARANCE FOR THE OUTDOOR COIL AS STATED IN NOTE 1B, A REMOVABLE FENCE OR BARRICADE REQUIRES NO CLEARANCE.
 - UNITS MAY BE INSTALLED ON COMBUSTIBLE FLOORS MADE FROM WOOD OR CLASS A, B OR C ROOF COVERING MATERIAL.

SERVICE VALVE CONNECTIONS			
UNIT	SUCTION	LIQUID	QTY
38AU225	1-5/8 (41.3)	5/8 (15.9)	1 EA
38AU225	1-3/8 (34.9)	1/2 (12.7)	2 EA



CG CENTER OF GRAVITY
 DIRECTION OF AIR FLOW
 DIMENSIONS IN 1 ARE IN MM



DATE 9/1/22	SUPERCEDES 11/17/10	38AUZ , 38AUD CONDENSING UNIT	38AU500370	F
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Performance Summary For 10 Ton CU

Project: Highland Beach Library
 Prepared By: Tom Griswold

10/08/2024
 07:29PM

System:..... **38AUZ_012**
No. of Circuits:..... **Single Circuit**
System Quantity:..... **1**
Altitude:..... **0.0** ft
EER @ ARI Conditions:..... **11.2**
IEER:..... **15.5**
Suction Line Loss:..... **1.4** °F

Typical Liquid and Suction Line Sizing

Pipe Length	Liquid Line Size	Suction Line Size
0 - 25	1/2	7/8
26 - 50	5/8	1 1/8
51 - 75	5/8	1 1/8
76 - 100	5/8	1 3/8
101 - 125	5/8	1 3/8
126 - 150	5/8	1 3/8
151 - 175	5/8	1 3/8
176 - 200	5/8	1 3/8

Refer to the 38AU installation instructions for installation specific line sizing guidance

Outdoor Unit Parameters

Unit Quantity:..... **1**
 PartNumber:..... **38AUZM12A0B6-0A0A0**
 Unit Model:..... **38AUZ**
 Unit Size:..... **10 Tons**
 Condenser Coil:..... **Pre Coated Al/Cu**
 Voltage:..... **460-3-60** V-Ph-Hz
 Total Clg Cap.(Gross):..... **113.8** MBH
 SDT:..... **124.6** °F
 Clg Ent Air DB:..... **95.0** °F
 Saturated Suction Temp:..... **45.0** °F

Outdoor Electrical Data

Unit Voltage:..... **460-3-60** V-Ph-Hz
 Unit MCA:..... **21.0** Amps
 Unit MOCP:..... **30.0** Amps
 Total Compressor Power of Unit:..... **8.90** kW
 Voltage Range Min:..... **414** V
 Voltage Range Max:..... **506** V
 Compressor RLA:..... **15.1**
 Compressor LRA:..... **130**
 Compressor Quantity:..... **1**
 Fan Motors Qty:..... **2**
 Fan Motor FLA:..... **0.8** Amps

Notice: Outdoor unit elect. data is based on 460-3-60
 Control Panel SCCR: 5kA RMS at Rated Symmetrical Voltage

Control Panel SCCR: 5kA RMS at Rated Symmetrical Voltage

Acoustics

Sound Power Levels, db re 10E-12 Watts

A-Weighted	Outdoor Unit (dB)	Indoor Unit (dB,Ducted)
Total Level	81.7	NA
63Hz	34.2	NA
125Hz	49.7	NA

Performance Summary For 10 Ton CU

Project: Highland Beach Library
Prepared By: Tom Griswold

10/08/2024
07:29PM

250Hz	68.5	NA
500Hz	73.6	NA
1000Hz	77.1	NA
2000Hz	77.0	NA
4000Hz	71.2	NA
8000Hz	63.6	NA
Sound Message	Sound for AUZ_12	

Acoustic Notes:

1. 38AUZ/D/Q units sound ratings are in accordance with AHRI 270-2008 - Sound Rating of Outdoor Unitary Equipment.
2. The acoustic center of the unit is located at the geometric center of the unit.

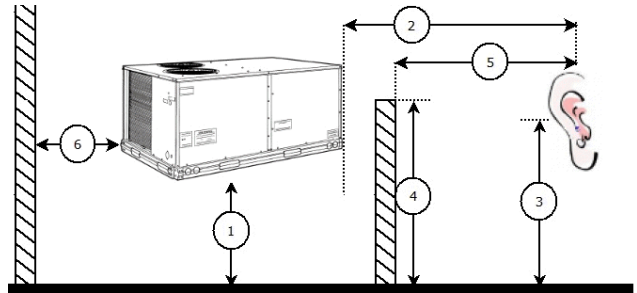
Performance Summary For 10 Ton CU

Project: Highland Beach Library
 Prepared By: Tom Griswold

10/08/2024
 07:29PM

Advanced Acoustics Parameters

- 1. Unit height above ground:..... **1.0** ft
- 2. Horizontal distance from unit to receiver:..... **20.0** ft
- 3. Receiver height above ground:..... **5.7** ft
- 4. Height of obstruction:..... **0.0** ft
- 5. Horizontal dist. from obstruction to receiver:..... **0.0** ft
- 6. Horizontal dist. from unit to obstruction:..... **0.0** ft



Detailed Acoustics Information

Octave Band Center Frequency, Hz	31	63	125	250	500	1k	2k	4k	8k	Overall
Sound Power Levels at Unit's Acoustic Center (Lw), dB	83	60	66	77	77	77	76	70	65	86
A-Wgtd Sound Power Levels at Unit's Acoustic Center (LwA), dBA	44	34	50	69	74	77	77	71	64	82
Sound Press. Levels at Dist. Specified above (Lp), dB	59	36	41	53	52	53	51	46	40	62
A-Wgtd Sound Press. Levels at Dist. Specified above (LpA), dBA	19	10	25	44	49	53	53	47	39	57

Calculation methods used in this program are patterned after the ASHRAE Guide; other ASHRAE Publications and the AHRI Acoustical Standards. While a very significant effort has been made to insure the technical accuracy of this program, it is assumed that the user is knowledgeable in the art of system sound estimation and is aware of the tolerances involved in real world acoustical estimation. This program makes certain assumptions as to the dominant sound sources and sound paths which may not always be appropriate to the real system being estimated. Because of this, no assurances can be offered that this software will always generate an accurate sound prediction from user supplied input data. If in doubt about the estimation of expected sound levels in a space, an Acoustical Engineer or a person with sound prediction expertise should be consulted.

Certified Drawing for 10 Ton CU

Project: Highland Beach Library
Prepared By: Tom Griswold

10/08/2024
07:29PM



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UNIT	ELECTRICAL CHARACTERISTICS	STD. UNIT WT.		CORNER A		CORNER B		CORNER C		CORNER D		CENTER OF GRAVITY			UNIT HEIGHT
		LBS.	KG.	LBS.	KG.	LBS.	KG.	LBS.	KG.	LBS.	KG.	X	Y	Z	H
38AUZ-07 (RTPF)	208/230-3-60,460-3-60,575-3-60	389	176	141	64	96	44	62	28	91	41	18 [457.2]	24 [609.6]	21 [533.4]	42-3/8 [1076.0]
38AUZ(A,B)08 (RTPF)	208/230-3-60,460-3-60,575-3-60	391	177	142	64	96	44	62	28	91	41	18 [457.2]	24 [609.6]	21 [533.4]	42-3/8 [1076.0]
38AUZ(D,E)08 (RTPF)	208/230-3-60,460-3-60,575-3-60	430	195	142	64	96	44	74	34	111	50	18 [457.2]	24 [609.6]	21 [533.4]	42-3/8 [1076.0]
38AUZ-12 (RTPF)	208/230-3-60,460-3-60,575-3-60	490	222	177	80	120	54	78	35	114	52	18 [457.2]	24 [609.6]	24 [609.6]	50-3/8 [1279.2]
38AUZ-14 (RTPF)	208/230-3-60,460-3-60,575-3-60	598	271	195	88	142	64	110	50	151	68	20 [508.0]	25 [635.0]	24 [609.6]	50-3/8 [1279.2]
38AUD-12 (RTPF)	208/230-3-60,460-3-60,575-3-60	516	234	185	84	117	53	83	38	131	59	19 [482.6]	23 [584.2]	24 [609.6]	50-3/8 [1279.2]
38AUD-14 (RTPF)	208/230-3-60,460-3-60,575-3-60	654	297	214	97	155	70	120	54	165	75	20 [508.0]	25 [635.0]	24 [609.6]	50-3/8 [1279.2]
38AUO-07	208/230-3-60,460-3-60,575-3-60	444	201	134	61	97	44	90	41	123	56	22 [558.8]	25 [635.0]	13 [330.2]	42-3/8 [1076.0]
38AUO(A,B)08	208/230-3-60,460-3-60,575-3-60	483	219	162	74	110	50	85	39	125	57	20 [508.0]	24 [609.6]	21 [533.4]	42-3/8 [1076.0]
38AUO(D,E)08	208/230-3-60,460-3-60,575-3-60	523	237	174	79	118	54	96	44	135	61	21 [533.4]	24 [609.6]	23 [584.2]	50-3/8 [1279.2]
38AUO-12	208/230-3-60,460-3-60,575-3-60	575	261	186	84	126	57	106	48	157	71	21 [533.4]	24 [609.6]	23 [584.2]	50-3/8 [1279.2]

NOTES:

1. MINIMUM CLEARANCE (LOCAL CODES OR JURISDICTION MAY PREVAIL):
 - A. BOTTOM TO COMBUSTIBLE SURFACES: 0 INCHES.
 - B. OUTDOOR COIL, FOR PROPER AIR FLOW: 36 INCHES ONE SIDE, 12 INCHES THE OTHER. THE SIDE GETTING THE GREATER CLEARANCE IS OPTIONAL. STANDARD CLEARANCES ON REMAINING TWO SIDES.
 - C. OVERHEAD: 60 INCHES, TO ASSURE PROPER OUTDOOR FAN OPERATION.
 - D. BETWEEN UNITS: CONTROL BOX SIDE, 42 INCHES PER NEC.
 - E. BETWEEN UNIT AND UNGROUNDED SURFACES: CONTROL BOX SIDE, 36 INCHES PER NEC.
 - F. BETWEEN UNIT AND BLOCK OR CONCRETE WALLS AND OTHER GROUNDED SURFACES: CONTROL BOX SIDE, 42 INCHES PER NEC.
2. WITH EXCEPTION OF THE CLEARANCE FOR THE OUTDOOR COIL AS STATED IN NOTE 1B, A REMOVABLE FENCE OR BARRICADE REQUIRES NO CLEARANCE.
3. UNITS MAY BE INSTALLED ON COMBUSTIBLE FLOORS MADE FROM WOOD OR CLASS A, B OR C ROOF COVERING MATERIAL.

ITC CLASSIFICATION	SHEET	DATE	SUPERCEDES	CONDENSING UNIT	REV
U.S. ECCN: NSR	1 OF 2	06/29/21	05/08/19	38AUZ/ 38AUD/ 38AUO-07/08/12/14	J

38AU500349

Certified Drawing for 10 Ton CU

Project: Highland Beach Library
Prepared By: Tom Griswold

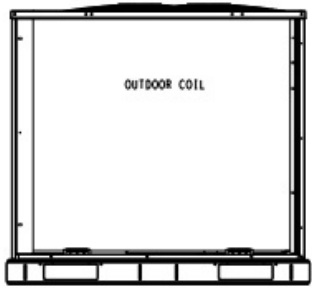
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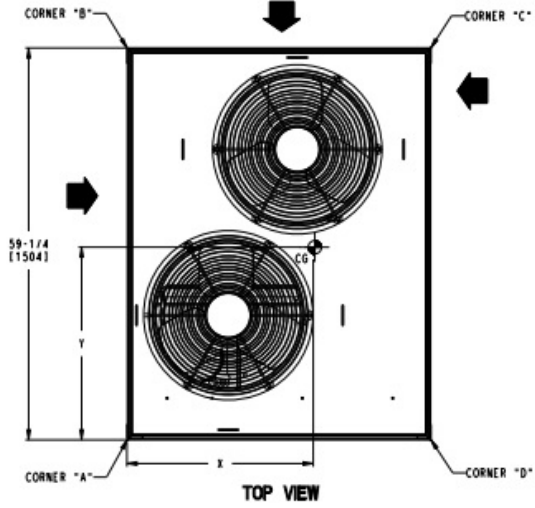
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CG CENTER OF GRAVITY
 DIRECTION OF AIR FLOW
 DIMENSIONS IN () ARE IN MM

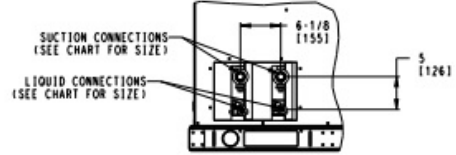


REAR VIEW

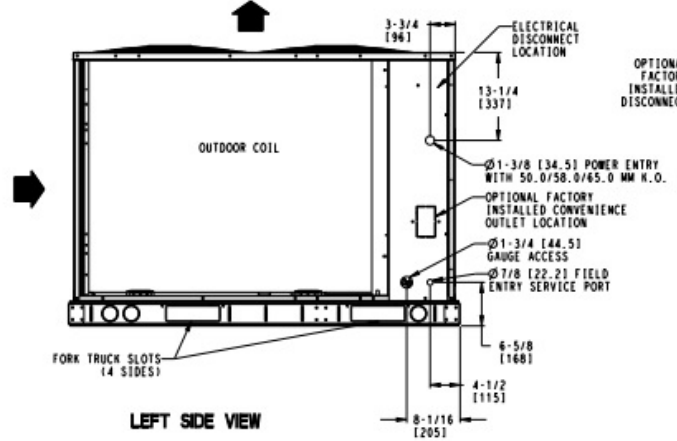


TOP VIEW

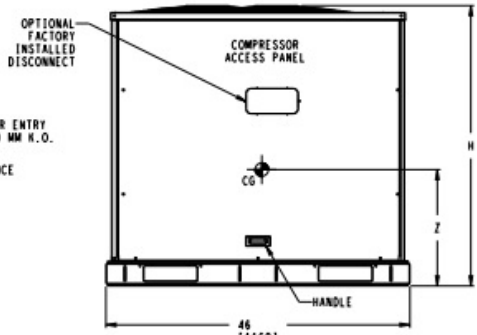
SERVICE VALVE CONNECTIONS			
UNIT	SUCTION	LIQUID	QTY
38AUZ07	1-1/8 [28.6]	3/8 [9.5]	1
38AUZ08	1-1/8 [28.6]	1/2 [12.7]	1
38AUZ12	1-3/8 [34.9]	1/2 [12.7]	1
38AUZ14	1-3/8 [34.9]	5/8 [15.9]	1
38AUD12	1-1/8 [28.6]	3/8 [9.5]	2
38AUD14	1-3/8 [34.9]	1/2 [12.7]	2
38AUD07	1-1/8 [28.6]	3/8 [9.5]	1
38AUD08	1-1/8 [28.6]	1/2 [12.7]	1
38AUD12	1-3/8 [34.9]	1/2 [12.7]	1



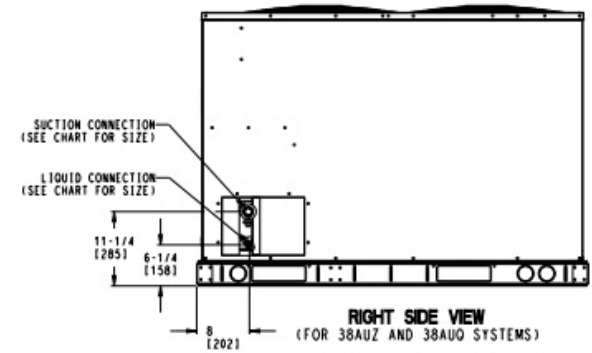
RIGHT SIDE VIEW
(FOR 38AUD SYSTEMS)



LEFT SIDE VIEW



FRONT VIEW



RIGHT SIDE VIEW
(FOR 38AUZ AND 38AU SYSTEMS)

ITC CLASSIFICATION	SHEET	DATE	SUPERCEDES	CONDENSING UNIT	REV
U.S. ECCN:NSR	2 OF 2	06/29/21	05/08/19	38AUZ/ 38AUD/ 38AUO-07/08/12/14	J

Performance Summary For 25 Ton AHU

Project: Highland Beach Library
 Prepared By: Tom Griswold

10/08/2024
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System:..... **40RUA028**
No. of Circuits:..... **Dual Circuit**
System Quantity:..... **1**
Altitude:..... **0.0** ft

Control Panel SCCR: 5kA RMS at Rated Symmetrical Voltage

Indoor Unit Parameters

PartNumber:..... **40RUAA28T2A6-UA0A0**
Unit Model:..... **40RUA**
Unit Size:..... **25 Tons**
Coil Rows:..... **4**
No. of Splits:..... **2**
Voltage:..... **460-3-60** V-Ph-Hz
Indoor Unit External Static:..... **1.00** in wg
Actual Airflow:..... **10000.0** CFM
Standard Airflow:..... **10000.0** CFM
Total Clg Cap.(Gross):..... **295.0** MBH
Sensible Clg Cap.(Gross):..... **221.0** MBH
Ent Air DB:..... **80.0** °F
Ent Air WB:..... **67.0** °F
Lvg Air DB:..... **59.5** °F
Lvg Air WB:..... **57.8** °F
Saturated Suction Temp:..... **45.0** °F

Accessory Heating

Heating Type:..... **Electric**
Acc Htg Capacity:..... **62.67** MBH
Acc Htg Ent. Air Temp:..... **60.0** °F
Acc Htg Lvg. Air Temp:..... **65.8** °F
Acc Heater Nominal Voltage:..... **480-3-60**
Acc Heater Nominal kW:..... **20.0** kW
Acc Heater Actual Voltage:..... **460-3-60**
Acc Heater FLA:..... **23.1** amps
Acc Stage 1 Actual kW:..... **18.4** kW

Indoor Supply Fan

Indoor Unit External Static:..... **1.00** in wg
Economizer Loss:..... **0.00** in wg
Grille Loss:..... **0.00** in wg
Plenum Loss:..... **0.00** in wg
Acc. Heating Loss:..... **0.16** in wg
Total Ext Static:..... **1.16** in wg
Fan Speed:..... **879** RPM
Fan Power:..... **5.94** BHP
Fan Motor Max:..... **10.00** BHP
Fan Motor FLA:..... **16.0** Amps

Alternate Motor and Medium Static Drive Required.
 Selected Medium Static Drive Range: 798 - 984 RPM

Indoor Electrical Data

Unit Voltage:..... **460-3-60** V-Ph-Hz
Unit MCA:..... **50.1** Amps
Unit MOCP:..... **60.0** Amps
 Notice: Indoor unit elect. data is based on 460-3-60

Acoustics

Sound Power Levels, db re 10E-12 Watts

Performance Summary For 25 Ton AHU

Project: Highland Beach Library
Prepared By: Tom Griswold

10/08/2024
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A-Weighted	Outdoor Unit (dB)	Indoor Unit (dB,Ducted)
Total Level	NA	96.3
63Hz	NA	76.3
125Hz	NA	82.4
250Hz	NA	85.9
500Hz	NA	92.3
1000Hz	NA	89.5
2000Hz	NA	88.7
4000Hz	NA	84.5
8000Hz	NA	NA
Sound Message	Sound for RUA_28	

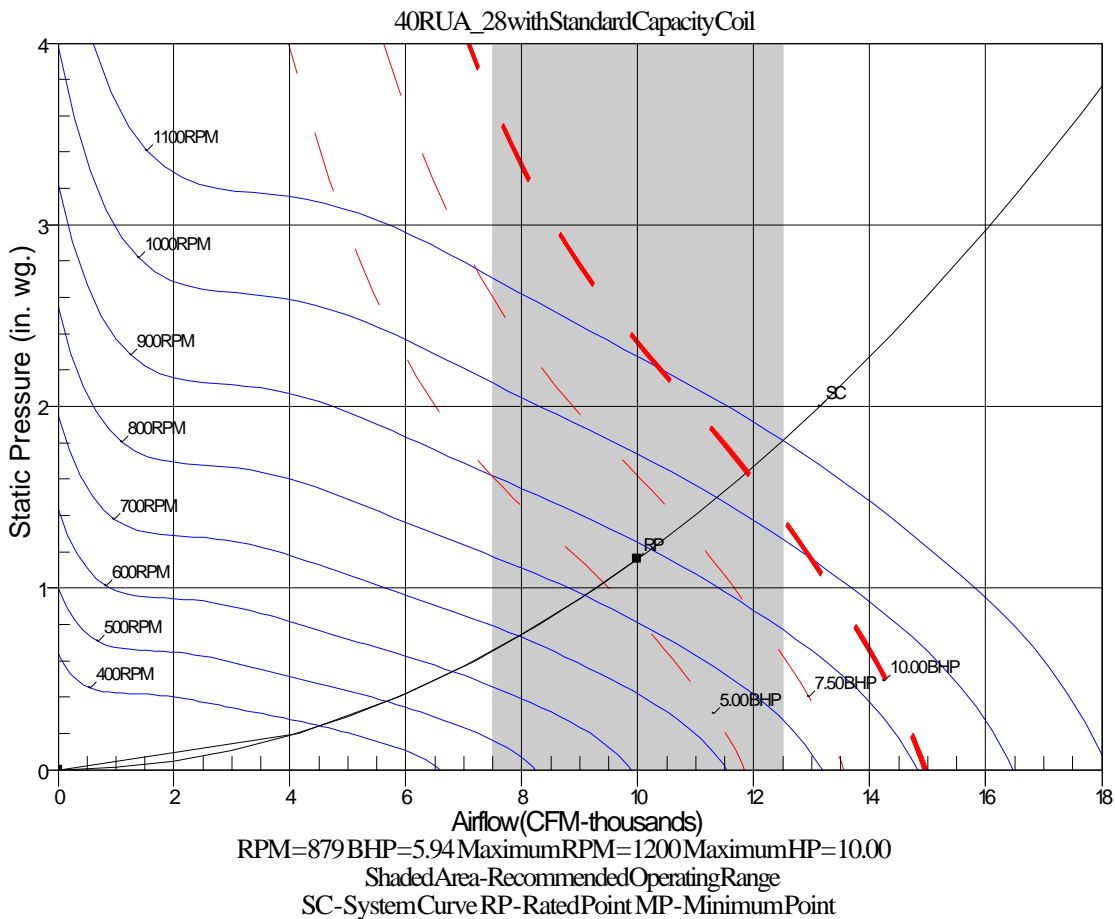
Acoustic Notes:

- 1. 40RF/40RU units sound ratings are in accordance with AHSRAE 1987 HVAC Systems and Applications handbook.
- 2. The acoustic center of the unit is located at the geometric center of the unit.

Performance Summary For 25 Ton AHU

Project: Highland Beach Library
 Prepared By: Tom Griswold

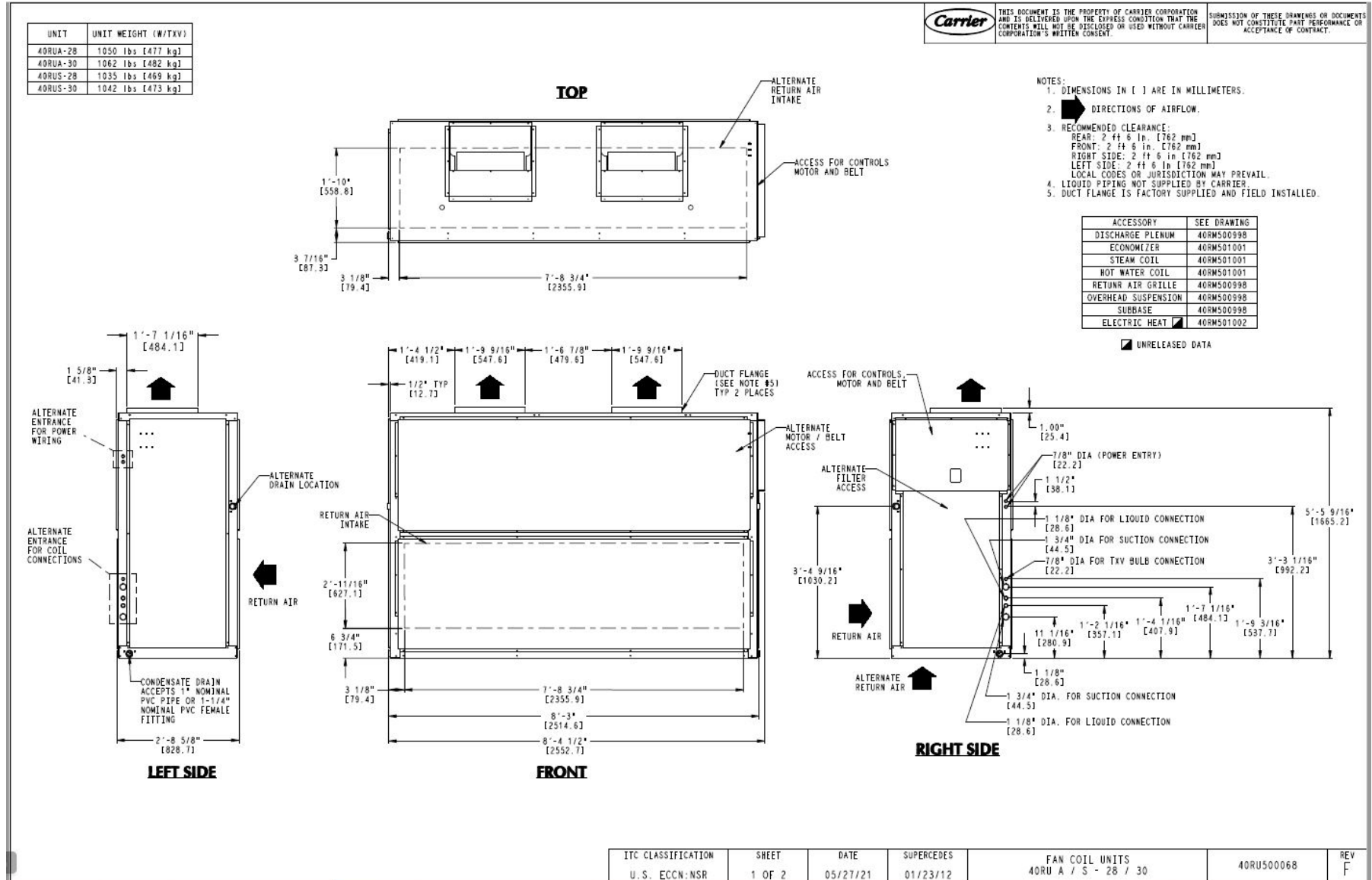
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Certified Drawing for 25 Ton AHU

Project: Highland Beach Library
Prepared By: Tom Griswold

10/08/2024
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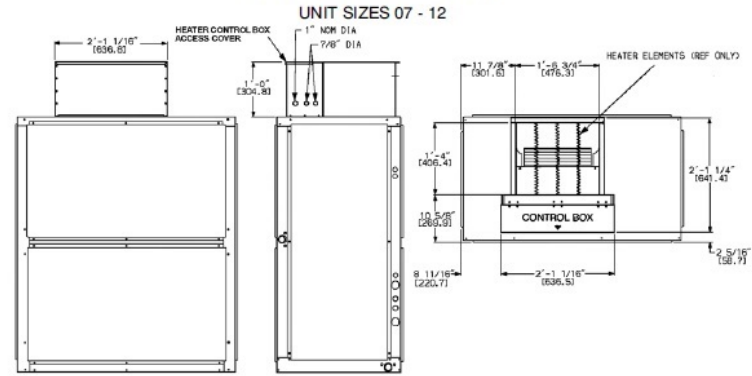
ITC CLASSIFICATION	SHEET	DATE	SUPERCEDES	FAN COIL UNITS	40RU A / S - 28 / 30	40RU500068	REV
U.S. ECCN: NSR	1 OF 2	05/27/21	01/23/12				F

Certified Drawing for 25 Ton AHU

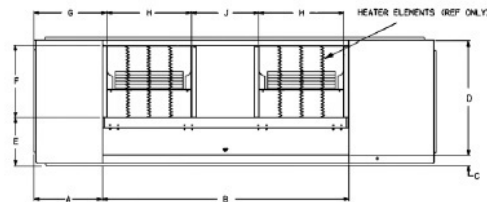
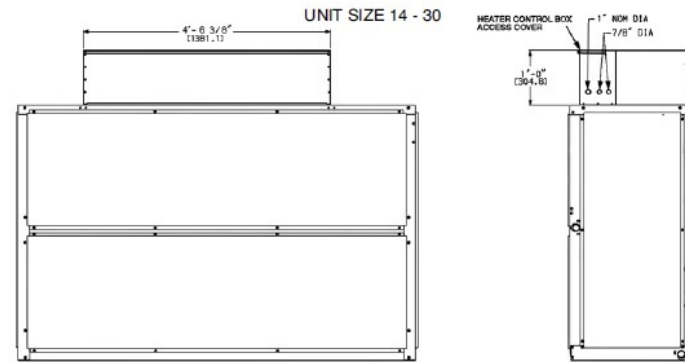
Project: Highland Beach Library
Prepared By: Tom Griswold

10/08/2024
07:29PM

ELECTRIC HEAT ACCESSORY



40RU



C160006

40RU UNIT SIZE	A	B	C	D	E	F	G	H	J
14 - 25	1'-3 1/4" [387.4]	4'-6 3/8" [1381.1]	2 5/16" [58.7]	2'-1 1/4" [641.4]	10 5/8" [269.9]	1'-4" [406.4]	1'-4 5/16" [414.3]	1'-6 3/4" [476.3]	1'-7 9/8" [327.0]
28, 30	1'-3 3/8" [390.5]	5'-4 7/8" [1636.8]	2 1/2" [52.5]	2'-6 3/8" [766.8]	1'-1 1/4" [311.2]	1'-7" [482.6]	1'-4 5/8" [414.5]	1'-10" [558.8]	1'-4 7/8" [417.1]

NOTE: Dimensions in [] are millimeters.



LIGHT COMMERCIAL SPLITS REFRIGERANT REGULATION UPDATE: FINAL EPA RULING

In late 2023, the EPA released their final ruling for the Technology Transition Program spelled out in the AIM Act. This ruling will specify the new requirements for installing new HVAC equipment with Puron Advance™/R-454B and servicing existing systems with Puron®/R-410A in the field. A breakdown of the final ruling and how it applies to different product categories is listed below.

Requirement	Final Rule - As of 12/26/23	
	Packaged	Splits
GWP	700	700
RNC Date	1/1/2025 Date of Manufacture or Import	1/1/2025 Date of Manufacture or Import
AOR New Systems Date	1/1/2025 Date of Manufacture or Import	1/1/2025 Date of Manufacture or Import
AOR Service Restrictions	Parts Only	Parts + Indoor Coil + Complete R-410A Outdoor Unit
R-410A Inventory Sell-Through	Three-Year	One-Year (New) Indefinite (Service)

NOTABLE HIGHLIGHTS

Takes effect January 1, 2025:

On this date, all newly manufactured Light Commercial splits must be designed for use with a lower GWP refrigerant.

Last date of manufacture or import for R-410A splits:

Manufacturing or importing of new Light Commercial splits using R-410A is to be discontinued after December 31, 2024.

One-year sell-through for Light Commercial split systems:

You can install existing inventory of new, pre-2025 R-410A split systems until December 31, 2025, as long as all components were manufactured prior to January 1, 2025.

Service provisions:

Any component of an R-410A split including a condensing unit or a fan coil can be serviced at any time as long as the servicing does not qualify as a new system installation per the new ruling. The following situations would qualify as a new system installation and would require new R-454B product: 1) Assembling a system for the first time from new or used components; 2) Increasing the cooling capacity, in BTU per hour, of an existing system; or 3) Replacing 75% or more of evaporators (by number) and 100% of the compressor racks, condensers, and connected evaporator loads of an existing system.

Individual parts designed for Puron/R-410A, including complete condensing units, can be replaced with like parts manufactured after December 31, 2024 provided they are labeled "for service only". Light Commercial splits (three phase, above 65,000 BTU) are not subject to the "Outdoor Unit With No Match" (OUWNM) test procedure that Residential splits (65,000 BTU and below, single and three phase) must follow.

Please note state requirements in CA, WA and potentially others, will not allow the "for service" provision that allows the replacement of a complete outdoor unit after 12/31/2025. Consult your local code requirements.



SYSTEMS vs. PRODUCTS

In this final ruling, the EPA has divided the HVAC market into two categories - systems and products. The regulation requirements will differ for each of the two categories. Light Commercial splits are categorized as HVAC Systems.

HVAC SYSTEMS



DEFINITION

Any HVAC equipment where its major components are assembled into a system and charged in the field. Examples of HVAC systems include Light Commercial splits.

TIMING: LAST DATE OF INSTALL OR MANUFACTURE FOR R-410A

Last date of manufacture or import of new R-410A equipment is December 31, 2024. There will be a one-year sell-through period for these HVAC systems. Therefore, the last date of installation for a system manufactured or imported prior to December 31, 2024, will be December 31, 2025.

EXISTING R-410A SERVICE METHODOLOGY

Individual components of the system can be changed out¹. The entire system (i.e. fan coil and condensing unit) cannot be changed out at the same time for service utilizing R-410A product.

Indoor coils are considered service components and can continue to be manufactured and installed for service replacement of R-410A indoor coils. Individual components for service will be available through RC.

¹ New R-410A splits will not be allowed for service in the state of California or Washington after January 1, 2025. Please consult your local laws and regulations for further information.

FREQUENTLY ASKED QUESTIONS

HVAC SYSTEM FAQs (splits)

What is considered an “HVAC system” in this final EPA ruling?	An HVAC system consists of all components necessary for a split air conditioner or heat pump system to operate. That means all condenser coils, compressors, expansion devices, and evaporator coils. Anything less than a total system is considered a specified component.
In a light commercial split, is my fan coil or condensing unit considered a system all by itself?	No. They are considered as components of a system because they have to be installed together on site to operate.
What is considered the date of install of a system?	The date of install will be considered as the day in which the system was assembled and charged for operation on site.
When is the last date that I can install new systems containing R-410A equipment?	December 31, 2025 ¹ will be the last day that a new system containing R-410A can be installed, however, the fan coil and condensing unit must be manufactured prior to January 1, 2025.
Can a R-410A system be serviced after December 31, 2024?	Yes, any component of an R-410A system including a fan coil or a condensing unit ¹ can be serviced at any time as long as the entire system is not replaced. It must be labeled “For Service Only”.
Can all components of an R-410A system be replaced at one time?	No. If all the components of a R-410A system need to be replaced at one time, then the system is considered a new installation and must contain a lower GWP refrigerant.
Can the capacity of an R-410A system be increased via service after January 1, 2025?	Any service that would increase the capacity of the system greater than the original design would be considered changing the system to a new system and would require the use of lower GWP refrigerants.
Who is responsible for ensuring that new systems will be installed using low GWP refrigerants after January 1, 2025?	The party or parties responsible for the installation and charging of the system will be responsible for ensuring the system is designed with equipment using lower GWP refrigerants.
Do these requirements apply to any system installed outside of the United States?	No, this ruling currently only applies to equipment installed inside of the United States and its territories.

¹ New R-410A splits will not be allowed for service in the state of California or Washington after January 1, 2025. Please check your local laws and regulations for further information

Manufacturer reserves the right to discontinue, or change at any time, specifications or designs without notice or without incurring obligations.

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For informational purposes only. Please consult your legal and other professional advisors.



File Attachments for Item:

A. Resolution No. 2025-004

A Resolution of the Town Commission of the Town of Highland Beach, Florida, approving the Interlocal Agreement with Palm Beach County to redetermine, readopt and ratify the existing distribution formula for the six (6) cent local option fuel tax; and providing an effective date.



RESOLUTION 2025-02

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY TO REDETERMINE, RE-ADOPT AND RATIFY THE EXISTING DISTRIBUTION FORMULA FOR THE SIX (6) CENT LOCAL OPTION FUEL TAX; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Highland Beach, Florida, (“**Town**”) is a municipality of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes, and its Town Charter, including the power and authority to enter into Interlocal Agreements with Palm Beach County; and

WHEREAS, Section 336.025(1)(a), *Florida Statutes* (STATUTE) authorizes a one (1), two (2), three (3), four (4), five (5), and/or six (6) cent local option fuel tax to be levied upon the sale of every gallon of motor fuel and special fuel within the COUNTY; and

WHEREAS, pursuant to the STATUTE, in 1995, the COUNTY re-levied the six (6) cent local option fuel tax (TAX) for a 30 year term, as provided in County Code Chapter 17, Article I, Section 17-3 (1995 ORDINANCE). Pursuant to the STATUTE and prior to enacting the 1995 ORDINANCE, the COUNTY established by interlocal agreement with various municipalities, including the Town, representing a majority of the population of the incorporated area within the COUNTY, the distribution formula for dividing the entire proceeds of the TAX among the COUNTY and all eligible municipalities within the COUNTY (collectively, 1995 INTERLOCAL AGREEMENT); and

WHEREAS, the 1995 ORDINANCE and the 1995 INTERLOCAL AGREEMENT will, by their own terms and in accordance with the STATUTE, terminate on August 31, 2025; and

WHEREAS, the COUNTY desires to once again re-levy and re-impose the TAX for a new 30 year term pursuant to the STATUTE, and enter into an Interlocal Agreement to redetermine the distribution formula for dividing the entire proceeds of the TAX among the COUNTY and all eligible municipalities within the COUNTY, including the Town; and

WHEREAS, representatives of the COUNTY and the various municipalities, utilizing the Palm Beach County League of Cities, Inc., (LEAGUE) have met and negotiated mutually

acceptable terms and conditions for this Interlocal Agreement, which terms are set forth herein; and

WHEREAS, once effective, this Interlocal Agreement re-adopts and ratifies the distribution formula currently in effect for dividing the entire proceeds of the TAX among the COUNTY and all eligible municipalities within the COUNTY, including the Town:

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AS FOLLOWS:

Section 1. The foregoing recitals are hereby affirmed and ratified as being true and correct and incorporated herein by reference.

Section 2. The Town Commission hereby approves the Interlocal Agreement to Redetermine, Re-Adopt and Ratify Existing Distribution Formula for Six (6) Cent Local Option Fuel Tax, a true and correct copy of which is attached hereto and made a part hereof as **Exhibit A**, and authorizes the Mayor to execute the Interlocal Agreement on behalf of the Town and to take any and all further action as the Mayor may deem necessary to carry out the terms and intent of this Resolution.

Section 3. This Resolution shall become effective immediately upon adoption.

DONE AND ADOPTED by the Town Commission of the Town of Highland Beach, Florida, this 4th day of February 2025.

Natasha Moore, Mayor

ATTEST:

REVIEWED FOR LEGAL SUFFICIENCY:

Lanelda Gaskins, MMC
Town Clerk

Leonard G. Rubin, Town Attorney

VOTES:
Mayor Natasha Moore
Vice Mayor David Stern
Commissioner Evalyn David
Commissioner Donald Peters
Commissioner Judith Goldberg

YES NO

INTERLOCAL AGREEMENT TO REDETERMINE, RE-ADOPT AND RATIFY EXISTING DISTRIBUTION FORMULA FOR SIX (6) CENT LOCAL OPTION FUEL TAX

THIS INTERLOCAL AGREEMENT is dated, made, and entered into on this ____ day of _____ 2025, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and Town of Highland Beach, a municipal corporation located in Palm Beach County, Florida, and organized and existing in accordance with the laws of the State of Florida, hereinafter referred to as the MUNICIPALITY.

WITNESSETH:

WHEREAS, Section 336.025(1)(a), *Florida Statutes* (STATUTE) authorizes a one (1), two (2), three (3), four (4), five (5), and/or six (6) cent local option fuel tax to be levied upon the sale of every gallon of motor fuel and special fuel within the COUNTY; and

WHEREAS, pursuant to the STATUTE, in 1995, the COUNTY re-levied the six (6) cent local option fuel tax (TAX) for a 30 year term, as provided in County Code Chapter 17, Article I, Section 17-3 (1995 ORDINANCE). Pursuant to the STATUTE and prior to enacting the 1995 ORDINANCE, the COUNTY established by interlocal agreement with various municipalities representing a majority of the population of the incorporated area within the COUNTY, the distribution formula for dividing the entire proceeds of the TAX among the COUNTY and all eligible municipalities within the COUNTY (collectively, 1995 INTERLOCAL AGREEMENT); and

WHEREAS, the 1995 ORDINANCE and the 1995 INTERLOCAL AGREEMENT will, by their own terms and in accordance with the STATUTE, terminate on August 31, 2025; and

WHEREAS, the COUNTY desires to once again re-levy and re-impose the TAX for a new 30 year term pursuant to the STATUTE, and enter into this Interlocal Agreement to redetermine the distribution formula for dividing the entire proceeds of the TAX among the COUNTY and all eligible municipalities within the COUNTY; and

WHEREAS, representatives of the COUNTY and the various municipalities, utilizing the Palm Beach County League of Cities, Inc., (LEAGUE) have met and negotiated mutually acceptable terms and conditions for this Interlocal Agreement, which terms are set forth herein; and

WHEREAS, once effective, this Interlocal Agreement re-adopts and ratifies the distribution

formula currently in effect for dividing the entire proceeds of the TAX among the COUNTY and all eligible municipalities within the COUNTY.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for such other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the COUNTY and the MUNICIPALITY hereto covenant and agree to enter into this Interlocal Agreement as follows:

Section 1: This Interlocal Agreement is entered into with the specific contemplation that the Board of County Commissioners of Palm Beach County (BCC) will enact an appropriate ordinance to relevv the TAX to be effective September 1, 2025 (2025 ORDINANCE). In the event the BCC fails or refuses to enact the 2025 ORDINANCE to relevv the TAX, this Interlocal Agreement shall be null and void.

Section 2: The term of this Interlocal Agreement shall be for the same duration as the 2025 ORDINANCE relevvying the TAX. Upon the expiration of the levy of the TAX, as provided in the 2025 ORDINANCE, this Interlocal Agreement shall terminate; except that if the BCC reimposes the TAX again as provided in the STATUTE, then this Interlocal Agreement may be renewed as provided for in the STATUTE.

Section 3:

A. All proceeds of the TAX collected pursuant to Section 336.025(1)(a), *Florida Statutes* shall be divided between the COUNTY and the municipalities, as follows (DISTRIBUTION FORMULA):

1. The COUNTY shall receive 66.5648 percent of the TAX collected.
2. The municipalities collectively shall receive 33.4352 percent of the TAX collected (TOTAL MUNICIPAL SHARE).

B. All money shall be collected and distributed to the respective parties as provided in Section 336.025(2), *Florida Statutes*.

C. The MUNICIPALITY (and all other municipalities eligible to participate in the distribution of the proceeds of the TAX) shall receive a pro rata share of the TOTAL MUNICIPAL SHARE pursuant to a formula (MUNICIPAL SHARE FORMULA) that is based seventy percent (70%) on lane miles located within the MUNICIPALITY (and for all other municipalities eligible to participate

in the distribution of the proceeds of the TAX) for which the MUNICIPALITY (or the other eligible municipalities) is responsible for maintenance, and thirty percent (30%) on the population of the MUNICIPALITY (or the other eligible municipalities) based upon the most recent University of Florida Population Estimate. The MUNICIPAL SHARE FORMULA is:

(30% x (Municipality's population/sum of all of Municipalities' population)) + (70% x (Municipality's lane miles/sum of all of Municipalities' lane miles)) = Municipality's Pro Rata Share.

Exhibit A attached hereto and incorporated herein by reference identifies each eligible municipality's pro rata share of the TOTAL MUNICIPAL SHARE. The calculation(s) of the MUNICIPAL SHARE FORMULA may be amended not more than once annually by the Palm Beach County League of Cities, Inc., by the preparation of a new Exhibit A on behalf of the municipalities and based upon changes in the MUNICIPAL SHARE FORMULA and submitting the new Exhibit A to the COUNTY Administrator no later than June 1 of any year. The COUNTY Administrator shall then transmit the new Exhibit A to the Florida Department of Revenue.

D. In the event that a new municipality is incorporated in the COUNTY, the new municipality's share of the TAX shall be provided from the share formerly allocated to the COUNTY and the TOTAL MUNICIPAL SHARE, as set forth below.

1. In the first full fiscal year following incorporation, the new municipality will receive a share based solely on its population, as opposed to the MUNICIPAL SHARE FORMULA that considers lane miles and population, as set forth in Section 3C above. The new municipality's share shall be determined pursuant to **Exhibit B** attached hereto which shows an example of the calculations for a hypothetical new municipality with a population of 40,000.

a. The combined COUNTY and collective municipalities contributions shall equal one hundred percent (100%) of the new municipality's share.

b. Section 3C above shall continue to apply as the MUNICIPAL SHARE FORMULA for the remaining municipalities after their contribution to the new municipality's share as set forth in Section 3 D1 above.

2. In the subsequent fiscal years after the first full fiscal year following incorporation of

the new municipality:

a. The percentage allocated to the COUNTY in the DISTRIBUTION FORMULA in Section 3A above, as may be amended, shall be reduced by an amount that reflects the COUNTY's contribution to the new municipality's share, as set forth in Section 3D1, above.

b. Likewise, the TOTAL MUNICIPAL SHARE, including the new municipality, in Section 3A above, as may be amended, shall be increased by an amount that reflects the COUNTY's contribution to the new municipality's share, as set forth in Section 3D1 above.

c. Section 3C below shall apply to the new municipality in all annual distributions in the years after the first full fiscal year following incorporation of the new municipality.

E. In the event an existing municipality in the COUNTY is dissolved, the former municipality's share of the TAX shall be distributed to the COUNTY and to the remaining collective municipalities by applying in reverse the process set forth in Section 3D, above.

F. In the event of proposed legislation which would either create or dissolve a municipality in the COUNTY, the COUNTY and the subject municipality agree that the COUNTY Legislative Delegation and the Florida Legislature (and Governor, if deemed necessary) be made aware of this Interlocal Agreement and appropriately incorporate its provisions into such proposed legislation. The subject municipality may accomplish this by supporting the LEAGUE, as the organization that is in place to convey municipal consensus on legislative matters.

Section 4: This Interlocal Agreement between the COUNTY and the MUNICIPALITY is one of several identical interlocal agreements between the COUNTY and other municipalities providing the same terms for the distribution of the proceeds of the TAX. As such, this Interlocal Agreement along with all other identical interlocal agreements may be executed in multiple counterparts, each of which shall be deemed an original, but all of which combined shall constitute one in the same Interlocal Agreement for purposes of Section 336.025 *Florida Statutes*. The Interlocal Agreement between the COUNTY and the MUNICIPALITY, along with the identical interlocal agreements executed by other municipalities in the COUNTY represent a majority of the incorporated population

of the COUNTY.

Section 5: The COUNTY and the MUNICIPALITY agree to meet every two (2) years to evaluate the method of distribution of the TAX revenues as required by Section 336.025(1)(d), *Florida Statutes*. The MUNICIPALITY and all other municipalities that have executed an identical interlocal agreement shall be collectively represented at said meeting by the Palm Beach County League of Cities, Inc. The COUNTY shall be represented at said meeting by representatives selected by the COUNTY Administrator's Office. The MUNICIPALITY or the COUNTY may call for said meeting by providing thirty (30) days' notice to the other as set forth in Section 12 below.

Section 6: Nothing in this Interlocal Agreement shall preclude either the COUNTY or the MUNICIPALITY from litigating against the other on matters completely unrelated to and not contemplated by this Interlocal Agreement.

Section 7: This Interlocal Agreement shall take effect only upon execution by both the COUNTY and the MUNICIPALITY along with those other municipalities representing a majority of the population of the incorporated areas of the COUNTY. In the event that either the COUNTY fails or refuses to execute this Interlocal Agreement, or fails or refuses to adopt the 2025 ORDINANCE, as more fully described in Section 1 above, or in the event that those municipalities representing a majority of the population of the incorporated areas of the COUNTY fail to execute this Interlocal Agreement, then this Interlocal Agreement shall be null and void and the parties hereto shall have no further rights or responsibilities hereunder.

Section 8: The invalidity of any portion, article, paragraph, provision, clause or any part thereof of this Interlocal Agreement shall have no effect upon the validity of any other part of this Interlocal Agreement.

Section 9: To the extent allowed by law, the venue for any action arising from this Interlocal Agreement shall be in Palm Beach County, Florida.

Section 10: This Interlocal Agreement shall be governed by and in accordance with the laws of the State of Florida.

Section 11: Any costs or expenses including reasonable attorney's fees associated with the enforcement of the terms or conditions of this Interlocal Agreement shall be borne by the respective parties.

Section 12: Any notice required under the provisions of this Interlocal Agreement shall be in

writing and shall be delivered by hand or by certified or registered mail, return receipt requested, to:

For the COUNTY:

Palm Beach County
Board of County Commissioners
301 North Olive Avenue
West Palm Beach, Florida 33401

With a copy to:

Palm Beach County
County Attorney
301 North Olive Avenue
West Palm Beach, Florida 33401

For the MUNICIPALITY:

Palm Beach County League of Cities, Inc.
301 North Olive Avenue, 10th Floor
P.O. Box 1989 – Government Center
West Palm Beach, Florida 33402
Attention: Executive Director

With a copy to:

Davis & Associates, P.A.
Attorneys for the Palm Beach County League of Cities, Inc.
701 Northpoint Parkway, Suite 205
West Palm Beach, Florida 33407
Attention: General Counsel

The LEAGUE, upon receipt of any notice proved for herein, shall provide like notice to each municipality that is a party to this Interlocal Agreement and all other identical interlocal agreements.

Notice by certified or registered mail, return receipt requested, shall be deemed effective on the date that such notice is deposited with a United States Post Office.

Section 13: The COUNTY and the MUNICIPALITY expressly agree that time is of the essence in this Interlocal Agreement and the failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

Section 14: The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default thirty (30) days written notice to cure said default before exercising any of its rights as provided for in this Interlocal Agreement or as may otherwise exist in law or equity.

Section 15: The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Interlocal Agreement, and in furtherance thereof may demand and obtain records and testimony from the parties and, any, if applicable, subcontractors and lower tier subcontractors. The parties understand and agree that in addition to all other remedies and consequences provided by law, failure of a party or, if applicable, subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested will be deemed to be a breach of this Interlocal Agreement. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421- 2-440, and may be punished pursuant to Section 125.69, *Florida Statutes*, in the same manner as a second degree misdemeanor.

Section 16: In accordance with Sec. 119.0701, *Florida Statutes*, the parties to this Interlocal Agreement must keep and maintain this Interlocal Agreement and any other records associated therewith. Upon request by either party's custodian of public records, the non-requesting party must provide the requesting party with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. Failure to do so may subject the non-requesting party to attorney's fees and costs pursuant to Sec. 119.0701, *Florida Statutes*, and other penalties pursuant to Sec. 119.10, *Florida Statutes*. Further, the parties shall ensure that any exempt or confidential records associated with this Interlocal Agreement are not disclosed except as authorized by law for the duration of the Interlocal Agreement term.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS INTERLOCAL AGREEMENT, PLEASE CONTACT THE RECORDS CUSTODIAN FOR THE OTHER PARTY IN ACCORDANCE WITH PARAGRAPH 13 ABOVE.

Section 17: The parties agree that this Interlocal Agreement sets forth the entire agreement

between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms, or conditions contained in this Interlocal Agreement may be added to, modified, superseded, or otherwise altered except by written instrument executed by the COUNTY, the MUNICIPALITY, along with those other municipalities representing a majority of the population of the incorporated areas of the COUNTY.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals in the day set forth above.

ATTEST:

TOWN OF HIGHLAND BEACH

By: _____
Lanelda Gaskins, Town Clerk

By: _____
Natasha Moore, Mayor

(SEAL)

REVIEWED FOR LEGAL SUFFICIENCY

By: _____
Leonard G. Rubin, Town Attorney
Town of Highland Beach

ATTEST:

PALM BEACH COUNTY, FLORIDA BY
ITS BOARD OF COMMISSIONERS

By: _____
County Clerk

By: _____
Mayor

(SEAL)

APPROVED AS TO LEGAL
SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By:

By: _____

County Attorney

County Engineer

Exhibit A
APPLICATION OF MUNICIPAL SHARE FORMULA
33.4352% (TOTAL MUNICIPAL SHARE)
6 Cent Gas Tax

City	Street Lane Miles	Alley Lane Miles	Total Municipal Lane Miles	Percent of Municipal Lane Miles	2023 BEBR Population	Percent of Municipal Population	Weighted Distribution of 70% Lane Miles and 30% Population (MUNICIPAL SHARE FORMULA)	Pro Rata Share of TOTAL MUNICIPAL SHARE
				Value "A"		Value "B"		
Atlantis	26.800	0.000	26.800	0.699%	2,147	0.249%	0.56395%	0.18856%
Belle Glade	106.999	0.000	106.999	2.790%	17,286	2.006%	2.55498%	0.85426%
Boca Raton	480.522	0.000	480.522	12.530%	100,491	11.664%	12.27022%	4.10257%
Boynton Beach	244.312	2.142	246.454	6.427%	82,208	9.542%	7.36110%	2.46120%
Briny Breezes	0.528	0.000	0.528	0.014%	500	0.058%	0.02705%	0.00904%
Cloud Lake	1.599	0.000	1.599	0.042%	140	0.016%	0.03406%	0.01139%
Delray Beach	298.454	14.251	312.705	8.154%	67,213	7.801%	8.04826%	2.69095%
Glen Ridge	3.496	0.000	3.496	0.091%	215	0.025%	0.07130%	0.02384%
Golf	10.555	0.000	10.555	0.275%	281	0.033%	0.20245%	0.06769%
Greenacres	49.264	0.000	49.264	1.285%	45,476	5.278%	2.48272%	0.83010%
Gulf Stream	8.882	0.000	8.882	0.232%	959	0.111%	0.19552%	0.06537%
Haverhill	14.447	0.000	14.447	0.377%	2,193	0.255%	0.34007%	0.11370%
Highland Beach	2.516	0.000	2.516	0.066%	4,303	0.499%	0.19576%	0.06545%
Hypoluxo	0.000	0.000	0.000	0.000%	2,687	0.312%	0.09356%	0.03128%
Juno Beach	10.166	0.157	10.323	0.269%	3,883	0.451%	0.32364%	0.10821%
Jupiter	308.473	2.155	310.628	8.100%	61,333	7.119%	7.80560%	2.60982%
Jupiter Inlet Colony	5.455	0.000	5.455	0.142%	400	0.046%	0.11350%	0.03795%
Lake Clarke Shores	25.658	0.000	25.658	0.669%	3,556	0.413%	0.59216%	0.19799%
Lake Park	60.089	1.231	61.320	1.599%	9,025	1.048%	1.43354%	0.47931%
Lake Worth Beach	205.897	0.500	206.397	5.382%	43,432	5.041%	5.27973%	1.76529%
Lantana	63.141	4.052	67.193	1.752%	12,244	1.421%	1.65283%	0.55263%
Loxahatchee Groves	109.934	0.000	109.934	2.867%	3,373	0.391%	2.12410%	0.71020%
Manalapan	4.896	0.000	4.896	0.128%	420	0.049%	0.10399%	0.03477%
Mangonia Park	16.637	0.000	16.637	0.434%	2,369	0.275%	0.38617%	0.12912%
North Palm Beach	58.853	4.532	63.385	1.653%	13,145	1.526%	1.61470%	0.53988%
Ocean Ridge	13.260	0.000	13.260	0.346%	1,830	0.212%	0.30576%	0.10223%
Pahokee	43.880	0.249	44.129	1.151%	5,607	0.651%	1.00073%	0.33460%
Palm Beach	84.546	1.324	85.870	2.239%	9,207	1.069%	1.88800%	0.63125%
Palm Beach Gardens	151.491	4.628	156.119	4.071%	61,517	7.140%	4.99173%	1.66899%
Palm Beach Shores	9.833	0.000	9.833	0.256%	1,309	0.152%	0.22506%	0.07525%
Palm Springs	77.160	0.000	77.160	2.012%	27,167	3.153%	2.35439%	0.78719%
Riviera Beach	162.863	0.505	163.368	4.260%	38,795	4.503%	4.33285%	1.44870%
Royal Palm Beach	152.059	0.000	152.059	3.965%	40,299	4.677%	4.17880%	1.39719%
South Bay	25.240	0.000	25.240	0.658%	4,958	0.575%	0.63335%	0.21176%
South Palm Beach	0.000	0.000	0.000	0.000%	1,469	0.171%	0.05115%	0.01710%
Tequesta	44.689	0.189	44.878	1.170%	6,179	0.717%	1.03432%	0.34583%
Wellington	382.394	0.000	382.394	9.971%	61,788	7.172%	9.13141%	3.05310%
West Palm Beach	503.170	30.870	534.040	13.926%	122,157	14.179%	14.00151%	4.68143%
TOTAL	3768.158	66.785	3834.943	100%	861,561	100%	100%	33.4352%

** Westlake is not eligible to receive local option gas tax revenue distributions; those totals are not included in this summary

Calculation Legend:
Value "A" = Individual municipality's percentage of total municipal lane miles
Value "B" = Individual municipality's percentage of total municipal population
Value "C" = 70% of Value "A" + 30% of Value "B"
Value "D" = Value "C" x 33.4352 Municipal Split

Exhibit B

Example for a hypothetical new municipality with a population of 40,000

2024 Distribution Formula:

CountyShare	66.5648%
Municipalities' <u>TOTAL MUNICIPAL SHARE</u>	33.4352%

2024 Total Municipal Population = 861,561

New Municipality's 1st full fiscal year share is based solely on the percentage of its population:

$$40,000/861,561 = 4.643\%$$

New Municipality's Pro Rata Share of the TOTAL MUNICIPAL SHARE:

$$4.643\% \times 33.4352\% = 1.552\%$$

Calculation for the Change in the County Share:

$$1.552\% \times 66.5648\% = 1.0333\%$$

Resulting in the Updated County Share:

$$66.5648\% - 1.0333\% = \underline{65.5315\%}$$

And the Updated TOTAL MUNICIPAL SHARE:

$$33.4352\% + 1.0333\% = \underline{34.4685\%}$$