



Town of Highland Beach

Notice of Public Meeting Protocol

The Town of Highland Beach is committed to serving the needs of the public while also working to ensure the safety and health of the town's staff, the community, and visitors alike.

The following information is guidance for preregistration for Zoom or telephone participation, and for viewing and providing public comments at the meeting:

ZOOM PARTICIPATION:

Online or Telephone Access – Access to the meeting will begin on the date and time of the meeting.

- To Join Meeting: All interested persons **must preregister** to participate by contacting Town Clerk Lanelda Gaskins at publiccomments@highlandbeach.us or by calling (561) 278-4548 no later than one (1) business day prior to the meeting date (e.g. by 4:30 P.M. on a Monday if the meeting is scheduled for that Tuesday; and by 4:30 P.M.).
- Meeting access information and instructions will be provided to those persons two hours prior to the meeting.
- The video camera display feature will only be enabled for Public Hearing Quasi-Judicial matters and during public comments only. The video camera display feature will be disabled for public use.

For additional information on using Zoom, please visit Zoom Support by click on the following link: <https://support.zoom.us/hc/en-us>.

Viewing Only - To view the meeting, preregistration is not required. The public can view the meeting on the following:

- Highland Beach TV Channel 99 online streaming on the Town's website and via Highland Beach YouTube at <https://www.youtube.com/channel/UCTAGr8WCa44Y3Q2Bb6UN2mw>.

PROVIDING PUBLIC COMMENT:

Persons desiring to provide public comments must do so by one of the methods listed below. Public comments will be limited to five minutes (three minutes for special Commission meeting items only) per person during the designated section of the agenda. If an interested person desires to provide written public comment, all comments must be directed to Lanelda Gaskins, Town Clerk as follows:

TO SEND COMMENTS IN ADVANCE VIA EMAIL:

- To submit public comments, click on the link <https://mmportal6.teamunicode.com//> to go to the Agendas and Meeting webpage. At the top of the page click on "Public Comments" to submit your comments, or
- Submit your comments to publiccomments@highlandbeach.us.
- The Town will receive such public comments no later than two (2) hours prior to the meeting. If timely received, Town staff will read the public comment at the meeting.

- Live Zoom Video Participation - If attending via Zoom online, please follow Zoom instructions above. Once the meeting gets to the applicable public comment period, the host of the meeting will allow public participants (audio only) into the meeting from the waiting room, to provide live public comment.
- Live Zoom Telephone Participation - If attending via Zoom by telephone, please follow the instructions above. Once the meeting gets to the appropriate public comment period, the host of the meeting will allow public participants into the meeting from the waiting room, to provide live public comment.

Should you have any questions, please feel free to contact the Town Clerk's Office at (561) 278-4548.



TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING AGENDA

Tuesday, May 17, 2022 AT 1:30 PM

TOWN HALL COMMISSION CHAMBERS

3614 S. OCEAN BOULEVARD
HIGHLAND BEACH, FL 33487

Town Commission

Douglas Hillman	Mayor
Natasha Moore	Vice Mayor
Peggy Gossett-Seidman	Commissioner
Evalyn David	Commissioner
John Shoemaker	Commissioner
Marshall Labadie	Town Manager
Lanelda Gaskins	Town Clerk
Glen J. Torcivia	Town Attorney

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

- A.** National Safe Boating Week Proclamation
- B.** National Public Works Week Proclamation
- C.** National Police Week Proclamation
- D.** Resolution No. 2022-012

A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Natural Resources Preservation Advisory Board; and providing for an effective date.

6. PUBLIC COMMENTS

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

7. ANNOUNCEMENTS

Board Vacancies

Board of Adjustment and Appeals - One vacancy for a three-year term

Natural Resources Preservation Advisory Board - One vacancy for an unexpired term ending April 30, 2024 and one vacancy for a three-year term

Meetings and Events

May 24, 2022 - 1:30 P.M. Town Commission Special Meeting

May 30, 2022 - Town Hall Closed in Observance of Memorial Day

June 07, 2022 - Town Commission Meeting

Board Action Report

None.

8. ORDINANCES**A.** Ordinance No. 2022-004 (Second Reading/Public Hearing)

An Ordinance of the Town of Commission of the Town of Highland Beach, Florida, adopting the current edition of the Florida Fire Prevention Code and providing for local amendments; providing for the repeal of all ordinances in conflict; providing for severability and codification; and providing for an effective date (First Reading was April 19, 2022).

B. Ordinance No. 2022-005 (Second Reading/Public Hearing)

An Ordinance of the Town Commission of the Town of Highland Beach; authorizing the issuance of the Town's Non-Ad Valorem Revenue Note, Series 2022, in the principal amount not to exceed \$5,100,000, to provide for the construction and equipping of a new Fire Station and costs related thereto; covenanting to budget and appropriate funds, from legally available non-ad valorem revenues, to repay such note; authorizing the Town to award said Note to a Lender by Resolution and to enter into a Loan Agreement with such Lender setting forth the terms of such Note and related matters; providing for the repeal of all ordinances in conflict; providing for severability; and providing an effective date (First Reading was May 03, 2022).

9. CONSENT AGENDA**A.** Resolution No. 2022-009

A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Planning Board; and providing for an effective date.

B. Resolution No. 2022-010

A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Code Enforcement Board; and providing for an effective date.

10. UNFINISHED BUSINESS

A. None.

A. Fire Rescue Implementation Update

11. NEW BUSINESS

A. Police Department Updates

B. A Resolution of the Town Commission of the Town of Highland Beach, Florida, adopting a schedule of fees for the Fire Rescue Department; providing for conflicts; providing for severability; and providing for an effective date.

C. Discussion on the recommendation from the Financial Advisory Board (FAB) for the Request for Proposals (RFP) related to the Bank Loan for the Fire Rescue Department

D. Discussion of potential East Palmetto Road Re-Design - City of Boca Raton

E. Approval of the Commission Meeting Minutes

March 15, 2022 Commission Meeting Minutes

April 05, 2022 Commission Meeting Minutes

12. TOWN COMMISSION COMMENTS

Commissioner John Shoemaker

Commissioner Evalyn David

Commissioner Peggy Gossett-Seidman

Vice Mayor Natasha Moore

Mayor Douglas Hillman

13. TOWN ATTORNEY'S REPORT**14. TOWN MANAGER'S REPORT****15. 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. National Safe Boating Week Proclamation

The Town of Highland Beach, Florida

Proclamation

NATIONAL SAFE BOATING WEEK MAY 21 through MAY 27, 2022

For nearly 100 million Americans, boating continues to be a popular recreational activity. From coast to coast, and everywhere in between, people are taking to the water and enjoying time together boating, sailing, paddling, and fishing. During National Safe Boating Week, the U.S. Coast Guard and its federal, state, and local safe boating partners encourage all boaters to explore and enjoy America's beautiful waters responsibly.

Safe boating begins with preparation. The Coast Guard estimates that human error accounts for most boating accidents and that life jackets could prevent nearly 86 percent of boating fatalities. Through basic boating safety procedures – carrying lifesaving emergency distress and communications equipment, wearing life jackets, attending safe boating courses, participating in free boat safety checks, and staying sober when navigating – we can help ensure boaters on America's coastal, inland, and offshore waters stay safe throughout the season.

National Safe Boating Week is observed to bring attention to important life-saving tips for recreational boaters so they can have a safer, more fun experience out on the water throughout the year.

WHEREAS, on average, 650 people die each year in boating-related accidents in the U.S.; 79 percent of these are fatalities caused by drowning; and

WHEREAS, the vast majority of these accidents are caused by human error or poor judgement and not by the boat, equipment, or environmental factors; and

WHEREAS, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn life jackets.

NOW, THEREFORE, I, DOUGLAS HILLMAN, MAYOR of the Town of Highland Beach, Florida, on behalf of Town Commission, do hereby support the goals of the Safe Boating Campaign and proclaim May 21 through 27, 2022 as

National Safe Boating Week

and the start of the year-round effort to promote safe boating.

I encourage all citizens of the Town of Highland Beach who boat to practice safe boating habits and wear a life jacket at all times while boating.

IN WITNESS WHEREFORE, I have hereunto set my hand and caused the official seal of the Town of Highland Beach, Florida to be affixed this 17th day of May 2022.

DOUGLAS HILLMAN
MAYOR



File Attachments for Item:

B. National Public Works Week Proclamation

The Town of Highland Beach, Florida

Proclamation

62nd ANNUAL NATIONAL PUBLIC WORKS WEEK

MAY 15 through 21, 2021

“Ready and Resilient”

WHEREAS, public works professionals focus on infrastructure, facilities, emergency managements, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the citizens in the Town of Highland Beach; and

WHEREAS, the infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are federally mandated first responders, and the engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, it is in the public interest for the citizens in the Town of Highland Beach to gain knowledge of and maintain ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and

WHEREAS, the year 2022 marks the 62nd annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

NOW, THEREFORE, I, DOUGLAS HILLMAN, MAYOR of the Town of Highland Beach, Florida, on behalf of Town Commission, do hereby designate the week of May 15 through 21, 2022 as

National Public Works Week

I encourage all citizens of the Town of Highland Beach to join with representatives of the American Public Works Association and government agencies to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

IN WITNESS WHEREFORE, I have hereunto set my hand and caused the official seal of the Town of Highland Beach, Florida to be affixed this 17th day of May 2022.

DOUGLAS HILLMAN
MAYOR



File Attachments for Item:

C. National Police Week Proclamation

The Town of Highland Beach, Florida

Proclamation

To recognize National Police Week 2022 and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

WHEREAS, there are approximately 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Town of Highland Beach Police Department: and

WHEREAS, since the first recorded death in 1786, more than 23,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty: and

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C; and

WHEREAS, 619 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 472 officers killed in 2021 and 147 officers killed in previous years: and

WHEREAS, the service and sacrifice of all officers killed in the line of duty were honored during the National Law Enforcement Officers Memorial and Museum ceremonies, including the 34th Candlelight Vigil, held on May 13, 2022 in Washington, DC.

WHEREAS, May 15 was designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags were flown at half-staff.

NOW, THEREFORE, I, DOUGLAS HILLMAN, MAYOR of the Town of Highland Beach, Florida, on behalf of Town Commission, do hereby recognize May 11-17, 2022, as

National Police Week

and further extend appreciation to Highland Beach Police Department and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

IN WITNESS WHEREFORE, I have hereunto set my hand and caused the official seal of the Town of Highland Beach, Florida to be affixed this 17th day of May 2022.

DOUGLAS HILLMAN
MAYOR



File Attachments for Item:

D. Resolution No. 2022-012

A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Natural Resources Preservation Advisory Board; and providing for an effective date.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Commission Meeting
MEETING DATE May 17, 2022
SUBMITTED BY: Lanelda Gaskins, Town Clerk
SUBJECT: Resolution No. 2022-012

A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Natural Resources Preservation Advisory Board; and providing for an effective date.

SUMMARY:

Consideration of Resolution No. 2022-012 ratifying the selection, appointments, and term of office of members of the Natural Resources Preservation Advisory Board; and providing for an effective date.

On February 04, 2022, Ms. Nievécita Maraj resigned from the Board, which created one (1) vacancy for an unexpired term ending April 30, 2024. In addition, Mr. Steven Parks term expired on April 30, 2022, which created one (1) vacancy for a three-year term.

The Town Clerk's Office received one (1) board application for Town Commission consideration. The applicant name is as follows:

Appointment

Joshua Davison (Shamrock 1 Condo)

As set forth in Sec. 2-99, in the Town's code, terms for all boards shall be three (3) years and no board member may serve more than two (2) consecutive terms on the same board without first taking a one-year hiatus from the board. Appointments for partial terms shall not count toward the two-term limit. Additionally, in accordance with Resolution 19-029, the Highland Beach Police Department (HBPD) reported a preliminary background check on each applicant to the Town Clerk's Office. The background check result disclosed there were no objectionable findings. Additionally, there is no history found for any code violations.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Chairperson Vetting Memorandum and Joshua Davison Application
Resolution No. 2022-012

RECOMMENDATION:

With the Commission consideration, Staff recommends the adoption of Resolution No. 2022-012 for the applicant to serve one of the following terms:

- an unexpired term ending April 30, 2024 or
- a full three-year term ending April 30, 2025

.



MEMORANDUM

TO: Lanelda Gaskins, MMC, Town Clerk

FROM: Steven N. Parks

DATE: 04-20-2021

SUBJECT: Initial Vetting of Applicant JOSHUA DAVISON

=====

On 04-20-2021 (date), I met with (CALLED) Mr. Davison (applicant's name) to discuss his/her community involvement, education, professional experiences and the positive impact he/she could bring to this Board for the betterment of the Highland Beach community.

Detail Explanation:

I conducted a telephone interview with Mr. Davison to discuss his interest in participating on our Natural Resource Preservation Advisory Board. The candidate advised that he was a year round resident of our town since 2019 and was particularly interested in assisting the community by working with our board to preserve our environmental resources. He is a boater and is keenly aware of the need to protect our waterways as well as our beaches.

Mr. Davison has a background in marketing which would inevitably provide our Board with a resource we don't currently have as the need to promote environmental projects is a necessity for our town.

Therefore, based on Mr. Davison's unique qualifications and background, and the fact that he is a full time resident of our Town, I would strongly encourage the Commission to look favorably upon his application and allow him to serve as a member of our Board. He will be an asset in regard to the promotion of our environmental programs for our town and a welcome resource for the Board.

Based upon my review of the Resume', the Board Application and the Interview today, my recommendation is as follows:



For the Appointment of this Applicant



Against the Appointment of this Applicant

Steven N. Parks -

Signature of Board Chairperson



Town of Highland Beach
Town Clerk's Office
3614 S. Ocean Boulevard
Highland Beach, Florida 33487
Phone: (561)278-4548 Fax: (561)265-3582

Town of Highland Beach, Florida
Town Clerk's Office

APR 12 2021

RECEIVED

BOARDS AND COMMITTEES APPLICATION

This information is for consideration of appointment to a Town Board. Please complete and return this form to the Town Clerk, along with your *resume and proof of residency such as a government issued identification or voter registration card*.

PLEASE NOTE: Florida Public Records Law is very broad. Documents relevant to town business is public records and is subject to public disclosure upon request. Your information provided within this application may therefore be subject to public disclosure.

NAME: Joshua Davison PHONE: 305-984-3625

HOME ADDRESS: 1015 Russell Dr APT. NO. D

SUBDIVISION: Shamrock I Condo EMAIL ADDRESS: jdavison0815@gmail.com

PLEASE SELECT THE BOARD(S) / COMMITTEE(S) ON WHICH YOU ARE INTERESTED IN SERVING IN NUMERICAL ORDER FROM 1 THROUGH 5, WITH 1 BEING YOUR FIRST CHOICE AND 5 THE LEAST CHOICE. (A description of the responsibilities of each Board is on the back of this application.)

 Board of Adjustment & Appeals

 Code Enforcement Board

 2 Financial Advisory Board

 1 Natural Resources Preservation Board

 Planning Board

 Other Board /Committee

PLEASE MARK YES OR NO FOR EACH OF THE FOLLOWING QUESTIONS:

Are you a resident of Highland Beach? Yes X No

Are you a registered voter in Highland Beach/Palm Beach County, FL? Yes X No

Are you currently serving on a Town Board? Yes No X

Have you ever served on a Town Board/Committee? Yes No X

If so, please indicate the Board(s)/Committee(s) Date of Service:

Are you willing to attend monthly board meetings? In Person / Telecom Yes X No

Per Town Code of Ordinance, I understand any member absence from three (3) consecutive meetings will be considered as resignation from the board/committee. Yes X No

Please list any special talent, qualification, education or professional experience that would contribute to your service on the Board/Committee you have selected?

*Accomplished Investment & Relationship Manager with 18+ years experience
*Experience in a wide array of investment vehicles
*Fintech implementations for both small and large financial institutions
*Executive committee member in current role
*Experience hiring, managing, and coaching peers/co-workers

Please summarize your volunteer experience(s):

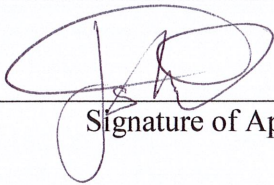
4Ocean volunteer
Central Florida Alzheimer's Association Board Member
Central Florida Kiwanis member
Fundraiser for following: Movember, ASPCA, Habitat for Humanity, Gift of Life

Florida Law requires appointed members on the Planning and Board of Adjustment and Appeals Boards to file a Form 1 - Statement of Financial Interests Disclosure form on an annual basis.

Vetting by the Board Chairperson. The Chairperson of each Board shall interview the applicant and submit a memorandum of recommendation to the Town Clerk's Office 14 days prior to the Town Commission Workshop Meeting for final appointment.

Palm Beach County Commission on Ethics requires appointed members to take the Code of Ethics Training every two (2) years.

I hereby certify that the statements and answers provided are true and accurate to the best of my knowledge.



Signature of Applicant

03/17/2021

Date

☐ Resume Attached.



RESOLUTION NO. 2022-012

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, RATIFYING THE SELECTION, APPOINTMENTS AND TERM OF OFFICE OF MEMBERS OF THE NATURAL RESOURCES PRESERVATION ADVISORY BOARD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 2, Article V, Division 3, Sec. 2-135 of the Town's Code of Ordinances establishes the Natural Resources Preservation Advisory Board and governs the membership, qualification, function, and rules of the Natural Resources Preservation Advisory Board; and

WHEREAS, these provisions of the Code establish the selection, appointment, and terms of office of members of the Natural Resources Preservation Advisory Board; and

WHEREAS, on February 04, 2022, one (1) member resigned, and one (1) board member term expired on April 30, 2022, thereby opening two (2) vacancy on the Board; and

WHEREAS, the Town Clerk's Office received one (1) application for consideration; and

WHEREAS, pursuant to Sec. 2-99(1)(a) of the Town's Code of Ordinances, the chairperson of each board shall interview applicants for the board and provide a recommendation to the Town Commission; and

WHEREAS, the chairperson of the Natural Resources Preservation Advisory Board interviewed the applicants and recommends that the Town Commission appoints one (1) applicant to the Board; and

WHEREAS, Town residents interested in serving on or continuing to serve on the Natural Resources Preservation Advisory Board have submitted board applications for the Town Commission's consideration.

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

Section 1. The foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the Town Commission.

Section 2. Consistent with the Town's Code of Ordinances, one (1) member has been selected by the Town Commission to serve on the Natural Resources Preservation Advisory Board for an unexpired term ending April 30, 2024 or a three-year term expiring April 30, 2025, as follows:

Board Member Joshua Davidson

Section 3. This Resolution shall become effective upon adoption.

DONE AND ADOPTED by the Town Commission of the Town of Highland Beach, Florida, this
17th day of **May** 2022.

ATTEST:

Douglas Hillman, Mayor

**REVIEWED FOR LEGAL
SUFFICIENCY**

Lanelda Gaskins, MMC
Town Clerk

Glen Torcivia, Town Attorney
Town of Highland Beach

VOTES:

YES NO

Mayor Douglas Hillman
Vice Mayor Natasha Moore
Commissioner Peggy Gossett-Seidman
Commissioner Evalyn David
Commissioner John Shoemaker

MOTION by

File Attachments for Item:

A. Ordinance No. 2022-004 (Second Reading/Public Hearing)

An Ordinance of the Town of Commission of the Town of Highland Beach, Florida, adopting the current edition of the Florida Fire Prevention Code and providing for local amendments; providing for the repeal of all ordinances in conflict; providing for severability and codification; and providing for an effective date (First Reading was April 19, 2022).



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission

MEETING DATE 05/17/2022

SUBMITTED BY: Lanelda Gaskins, Town Clerk's Office

SUBJECT: Ordinance No. 2022-004 (Second Reading/Public Hearing)

An Ordinance of the Town of Commission of the Town of Highland Beach, Florida, adopting the current edition of the Florida Fire Prevention Code and providing for local amendments; providing for the repeal of all ordinances in conflict; providing for severability and codification; and providing for an effective date (First Reading was April 19, 2022).

SUMMARY:

At the April 19, 2022 meeting, Town Commission unanimously approved the proposed ordinance adopting the current edition of the Florida Fire Prevention Code and providing for local amendments.

Ordinance No. 2022-004 was advertised in accordance with Florida Statutes on May 07, 2022. Therefore Ordinance No. 2022-004 is before Town Commission for adoption on second/final reading.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Ordinance No. 2022-004

RECOMMENDATION:

Adopt Ordinance No. 2022-004 on second/final reading.



**TOWN OF HIGHLAND BEACH
ORDINANCE NO. 2022-004**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, ADOPTING THE CURRENT EDITION OF THE FLORIDA FIRE PREVENTION CODE AND PROVIDING FOR LOCAL AMENDMENTS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Highland Beach, Florida (the “Town”), is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town is in the process of establishing a Fire Rescue Department responsible for overseeing and enforcing the Florida Fire Prevention Code within the Town; and

WHEREAS, pursuant to Chapter 633, Florida Statutes, every three years the State Fire Marshall adopts an updated Florida Fire Prevention Code, which establishes the statewide minimum fire safety code and incorporates Florida editions of the National Fire Protection Association’s Fire Code (NFPA 1 Fire Code) and Life Safety Code (NFPA 101 Life Safety Code); and

WHEREAS, Chapter 633, Florida Statutes, provides that the update Florida Fire Prevention Code adopted by the State Fire Marshall shall be deemed adopted by, and shall be enforcement by, local governments with fire safety responsibilities as the minimum fire safety code; and

WHEREAS, Chapter 633, Florida Statutes authorizes local governments to adopt more stringent local amendments to the Florida Fire Prevention Code which strengthen the requirements of the minimum fire safety code; and

WHEREAS, Town Staff and the Town’s consultant have recommended local amendments to the Florida Fire Prevention Code, and the Town Commission determines that such local amendments are more stringent than and strengthen the minimum fire safety code and that the

adoption of such amendments serves a public purpose and is in the best interest of the public health, safety and welfare of the Town of Highland Beach.

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

Section 1. The foregoing facts and recitations contained in the preamble to this Ordinance are hereby adopted and incorporated by reference as if fully set forth herein.

Section 2. The Town of Highland Beach hereby amends Chapter 35, “Fire Rescue Department,” of the Town Code of Ordinances by adopting a new Section 35-11 to read as follows (additional language underlined):

Sec. 35-11. Florida Fire Prevention Code.

- (a) In accordance with Sections 633.202 and 633.208, Florida Statutes, the current edition of the Florida Fire Prevention Code adopted by the State Fire Marshall, as may be amended, including the Florida editions of NFPA 1 Fire Code and NFPA 101 Life Safety Code, is deemed adopted by the Town as the minimum fire safety code, and is hereby amended by the Town’s local amendments to the Florida Fire Prevention Code, which are incorporated herein by reference. The most recent version of the Florida Fire Prevention Code, as amended by the Town’s local amendments, may be hereafter referred to as the Highland Beach Fire Code or “this Code.”
- (b) The provisions of this Code shall be in full force and effect within the corporate limits of the town.

Section 3. The Town of Highland Beach hereby adopts local amendments to the Florida Fire Prevention Code, a copy of which are attached hereto as Exhibit A and are incorporated herein, and the Town Commission determines that such amendments are more stringent than the minimum fire safety code as required by Chapter 633, Florida Statutes.

Section 4. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. Codification. Section 2 of the Ordinance shall be made a part of the Town Code of Ordinance and may be re-numbered or re-lettered to accomplish such.

Section 7. Effective Date. This Ordinance shall become effective forty-five (45) days prior to the Town's Fire Rescue Department becoming operational.

The foregoing Ordinance was moved by Commissioner David, seconded by Commissioner Shoemaker and upon being put to the vote, the vote was as follows:

VOTES:	YES	NO
Mayor Douglas Hillman	X	
Vice Mayor Natasha Moore	Absent	
Commissioner Peggy Gossett-Seidman	X	
Commissioner Evalyn David	X	
Commissioner John Shoemaker	X	

PASSED on first reading at the Regular Commission meeting held on this 19th day of April 2022.

The foregoing Ordinance was moved by _____, seconded by _____ and upon being put to the vote, the vote was as follows:

VOTES:	YES	NO
Mayor Douglas Hillman	_____	_____
Vice Mayor Natasha Moore	_____	_____
Commissioner Peggy Gossett-Seidman	_____	_____
Commissioner Evalyn David	_____	_____
Commissioner John Shoemaker	_____	_____

PASSED AND ADOPTED on second and final reading at the Regular Commission meeting held on this 17th day of May 2022.

ATTEST:

Douglas Hillman, Mayor

**REVIEWED FOR LEGAL
SUFFICIENCY**

Lanelda Gaskins, MMC
Town Clerk

Glen Torcivia, Town Attorney
Town of Highland Beach

Exhibit "A"
TOWN OF HIGHLAND BEACH LOCAL AMENDMENTS
TO THE FLORIDA FIRE PREVENTION CODE

ARTICLE I. GENERAL

Sec. 1-1. Definitions.

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

- (a) **Knox Box** means a wall-mounted safe that holds emergency access key for the Fire Department.
- (b) **Key** means a device used to control access such as mechanical key, key fob, or plastic keycard
- (c) **Fireworks** means and includes any combustible or explosive composition, or any substance or combination of substances, or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration, or detonation, as defined by F.S. Ch. 791.

Sec. 1-2. Adminisration of Fire Code.

(a) The *Florida Fire Prevention Code* and the requirements specified herein shall constitute and be known as and may be cited as the Highland Beach Fire Code, hereinafter referred to as "this code."

(b) Where provisions of this code do not address specific situations involving protection of life, property, and the environment from the hazards of fire, smoke and explosion, compliance with nationally accepted standards of good practice shall be evidence of compliance with the intent of this code.

(c) Standards referenced in this code shall be considered an integral part of this code without separate adoption. Where code provisions conflict with a standard, the most stringent code provisions shall be enforced.

(d) The Fire Marshal, with the approval of the Fire Chief, may draft administrative orders for the purpose of clarifying and carrying out the intent of this code. All administrative orders shall be on file in the office of the Fire Marshal. Such orders shall be enforced as if a part of this code and be in full effect upon approval of the Fire Chief.

(e) The inspection or permitting of any building or plan under the requirements of this code shall not be construed as a warranty of the physical condition of such building or the adequacy of such plan. The Town or its employees shall not be liable in tort for damages for any defect or hazardous or illegal condition or inadequacy in such building or plan, or for any failure of any component of such building, which may occur subsequent to such inspection or permitting, pursuant to this code.

Sec. 1-3. Penalty for Violations

(a) Any person violating any provision of this code shall be punishable in accordance with the provisions of Sec. 1-4(b)(2) below.

(b) The application of a penalty for violation of this code shall not be held to prevent the enforced removal of prohibited conditions.

Sec. 1-4. Enforcement Authority

(a) All regulations issued by the State Fire Marshal under authority of F.S. Ch. 633, shall be enforceable by the Fire Chief and the Fire Marshal, or designee. The Fire Marshal is hereby authorized to perform within the Town any duties that may be imposed upon by such law, or in accordance therewith, and to have such assistance, as needed, from other officials of the Town in the discharge of such duties.

(b) *Periodic fire safety inspections.*

(1) Enforcement of the code requires inspection of each new building subject to the Florida Fire Prevention Code and includes periodic inspections of each existing building subject to the Florida Fire Prevention Code.

(2) No such building shall be occupied without the required fire safety inspection. The frequency of the inspections shall be annually, or as otherwise determined by the Fire Marshal. A fire safety inspection shall not be conducted when previous fire inspection fees, fines, or other penalties remain unpaid. Each day constitutes a separate and continuing offense. The Town may enforce this provision of the Code through code enforcement proceedings, by notice to appear for violation of a municipal ordinance, or by action for injunctive relief. The fines provided herein are in addition to the penalties authorized by F.S. § 205.053 for delinquent business taxes.

(3) A property owner who fails a fire safety inspection may, within five (5) business days of the failure, appeal the denial to the Town Manager. Within seven (7) business days of receipt of the appeal, the Town Manager or his or her designee shall review the application and any information the applicant discloses in its written appeal and either sustain or reverse the Fire Marshall's determination. The matter shall then be referred to the Code Enforcement Board or Code Enforcement Special Magistrate, which shall conduct an evidentiary hearing. The decision of the Board or Special Magistrate shall be final and shall only be subject to review by writ of certiorari to Palm Beach County Circuit Court.

Sec. 1-5. Examination of Building Permits

(a) The Building Department shall not issue building permits for new construction, demolition, moving of existing buildings unless a complete set of plans and/or specifications have been examined and approved by the Fire Marshal.

(b) The Fire Marshal shall note all violations of local or state fire prevention and protection codes on the plans and specifications and may reject the plans and/or specifications until such time as appropriate corrections have been made, thereby eliminating such violations.

(c) No building that requires a Certificate of Occupancy (CO) from the Building Official shall be occupied for any purpose until a Fire Department Occupancy Authorization form has been signed by the Fire Marshal or Fire Chief.

(d) Nothing in this section shall apply to single-family or two-family residential units, with the exception of fire sprinkler systems, generators, or gas installations.

Sec. 1-6. Report of Fire

(a) Each owner, manager, person in charge of any building of any kind, or occupant of any building of any kind shall, immediately upon discovery of a fire in or adjacent to such building, or upon discovery of evidence that there has been a fire, even though it has apparently been

1 extinguished, report such an occurrence to the Fire Department immediately, giving complete
2 information as to the location and type of fire in order that an appropriate response by the Fire
3 Department may be initiated.

4 (b) This requirement shall not be construed to forbid the owner, occupant or person in charge
5 of the aforementioned building from using all diligence necessary to extinguish the fire prior to
6 the arrival of the Fire Department.
7

8 **Sec. 1-7. Automatic Fire Protection Systems**

9 (a) Where an automatic sprinkler system is installed, either for total or partial building
10 coverage, the system shall be installed in accordance with this code. A new building or structure,
11 for purposes of this section, means a building or structure for which an application for building
12 permits is sought after the date of the adoption of this code.

13 (b) All systems, equipment, tanks, piping, devices, appliances, controls, or storage facilities
14 over which the code contains regulatory provisions, or which are required by any other law, shall
15 be always maintained in operative condition to provide the service and design function for which
16 installed.

17 (c) All automatic fire protection systems (i.e., sprinkler, standpipe and fire pump systems)
18 shall be maintained under a written service contract with service companies licensed by the State
19 of Florida to provide such services and which possess a current business tax receipt for the
20 Town, providing for regular maintenance and testing of the systems in accordance with all
21 applicable codes and standards.

22 (d) The service company performing the maintenance and tests shall forward a written report
23 to the Fire Marshal indicating the nature of any repairs, modifications and/or corrections
24 completed by the service company, the date and time of such tests and inspections, and any other
25 information which may be required by the Fire Department. In addition, a copy of the service
26 report must be maintained on the premises, and it shall be subject to inspection at any time.
27

28 **ARTICLE II. FIRE CODES AND FEES**

29

30 **Sec. 2-1. Open Burning**

31 (a) *Defined.* Open burning is defined as any outdoor fire or open combustion of material
32 except barbecuing. Charcoal and propane fires, which are contained within a manufactured
33 hibachi, grill, smoker or gas grill for food preparation, do not constitute open burning.

34 (b) *Prohibited generally.* It shall be unlawful to have any open burning within the Town
35 limits on public or private property, except for fire training purposes or recreational or
36 ceremonial occasions for which written permits from the Fire Department are required.

37 (c) *On beach.* Permits will be issued for any open burning on the public beach except during
38 Florida's turtle nesting season.

39 (d) *Violations.* Any person who violates this section, and the owner of the land who allows
40 these violations, shall be guilty of a violation of this code.
41

42 **Sec. 2-2. Roadway Security Gates and Emergency Access**

43 (a) All security gates across roadways used by emergency response vehicles must be provided
44 with an authorized key box or key switch to operate the gate in addition to any other devices
45 specified by the Fire Chief. Information on where authorized key security boxes can be obtained

1 is available from the Fire Marshal.

2 (b) In case of power failure, any electronic gate shall open automatically and remain open
3 until power is restored.

4 (c) In the event that emergency personnel are unable to gain rapid entry with the methods
5 above, forcible entry methods to gain entry may be used. The Town and/or the Fire Department
6 shall not be responsible for, nor incur any costs as a result of, gaining access to a specific area.

7 (d) Trees with branches over areas accessible to fire apparatus must maintain fourteen (14)
8 feet of vertical clearance. Vegetation shall not intrude into the roadway such that would limit the
9 free passage of emergency vehicles.

10 11 **Sec. 2-3. Key Boxes/Entry Systems**

12 In all new and existing buildings, except individual residential dwelling units with exterior
13 access and no common area, there shall be installed a key box for such areas or buildings when
14 the Fire Marshal determines that access to or within a structure or an area is unduly difficult
15 because of secured doors and windows, security gates, or where immediate access is necessary
16 for all life-saving or firefighting purposes. The key box shall be a type approved by the Fire
17 Marshal, and shall contain:

18 (a) Keys to locked points of egress, whether in common areas or on the interior or exterior of
19 such buildings;

20 (b) Keys to locked mechanical equipment rooms;

21 (c) Keys to fire alarm control panels;

22 (d) Keys to suppression system components;

23 (e) Keys to locked electrical rooms;

24 (f) Keys to elevator controls; and

25 (g) Keys to other areas where fire rescue personnel may need emergency access as directed by
26 the Fire Marshal. The Fire Marshal shall approve the location of the lock box.

27 28 **Sec. 2-4. Fireworks**

29 This section may be cited as "The Highland Beach Fireworks Ordinance."

30 (a) The Fire Marshal may adopt reasonable rules and regulations for the granting of permits
31 for supervised displays of fireworks by the Town, fair associations, civic groups, and other
32 organizations or groups of individuals. Such permits may be granted upon application to the Fire
33 Chief. Every such display shall be handled by a competent operator and shall be of such
34 composition and character and shall be so located, discharged or fired in a manner not to be
35 hazardous to property or endanger any person. After the issuance of such a permit, possession,
36 use and distribution of fireworks within the Town for such display shall be lawful for that
37 purpose only. No permit granted hereunder shall be transferable.

38 (b) The Fire Chief, Fire Marshal, or the Police Chief shall seize, take, remove or cause to be
39 removed at the expense of the owner all stocks of fireworks stored or held in violation of this
40 section, and shall dispose of the fireworks in the manner deemed safe by the Fire Marshal when
41 the fireworks are no longer required as evidence of a violation of this section.

42 (c) During times of water shortages or water shortage emergencies, as determined by the
43 South Florida Water Management District and/or the Town and defined in Chapter 40E-21,
44 Florida Administrative Code, as it may be amended from time to time, the possession, use or sale
45 of consumer fireworks, including sparklers as defined in F.S. § 791.01(8), is prohibited within
46 the Town limits without a permit as discussed above.

1 **Sec. 2-5. Fire Inspection Fees**

2 Fire inspection fees shall be levied in accordance with the Town of Highland Beach's fee
3 schedule. The Town Manager is authorized to waive the fee for all Town buildings and events
4 and shall not apply to governmental entities.

5
6 **Sec. 2-6. Extension Cords, Control Panels, and Appliances**

7 (a) *Temporary use.* Extension cords shall not be used as a substitute for permanent wiring.

8 (b) *Conditions of use.* Extension cords are permitted only with portable appliances or
9 fixtures. While in immediate use:

10 (1) Each extension cord shall be plugged directly into an approved receptacle and shall,
11 except for approved multiplying extension cords, serve only one (1) appliance or fixture.

12 (2) The current capacity of the cord shall not be less than the rated capacity of the appliance
13 or fixture.

14 (3) The extension cord shall be maintained in good condition without splices, deterioration,
15 or damage.

16 (4) The extension cord shall be of the grounded type when servicing grounded appliances or
17 fixtures.

18 (c) *Limitations.* Extension cords and flexible cords shall not be affixed to structures, extend
19 through walls, ceilings, floors, under doors or floor coverings, nor be subject to environmental
20 damaging physical impact.

21 (d) *Multi-plug adapters.* The use of multi-plug adapters such as multi-plug extension cords,
22 cube adapters, strip plugs or any other device that does not comply with this code or the National
23 Electrical Code is prohibited.

24 (e) *Access to control panels.* A minimum thirty (30) inch clearance shall be provided in front
25 of electrical control panels for access. A minimum of one (1) foot clearance shall be maintained
26 to the top, bottom, and sides of each panel.

27 (f) *Non-approved appliances.* Electrical appliances or fixtures shall not be sold, offered for
28 sale or rent, disposed of by gift or premium, nor made available for use or used unless they are of
29 a type approved by the authority having jurisdiction (Underwriter Laboratories or equivalent).

30 (g) *Exception.* Low voltage wiring, such as communications and signal wiring.

31 (h) *Temporary wiring.*

32 (1) Temporary wiring for electrical power and lighting installations shall be permitted
33 during the period of construction, remodeling, repair or demolition of buildings, structures,
34 equipment, or similar activities. All temporary wiring requires a building permit.

35 (2) Temporary wiring for electrical power and lighting installation shall be permitted for a
36 period not to exceed ninety (90) days for holiday decorative lighting, carnivals, and similar
37 purposes.

38 (3) When temporary wiring is attached to a structure, it shall be attached in an approved
39 manner.

40 (i) *Electrical motors.* All electrical motors shall be maintained in a manner free from the
41 accumulations of oil, waste, and other debris, which will interfere with required motor
42 ventilation or create a fire hazard.

43
44 **Sec. 2-7. Fire Lanes on Private Property; Blocked Roadways**

45 (a) For the purposes of this section, the term fire lane means a space sufficient in width and
46 length to permit the parking of fire trucks, rescue vehicles, and other fire department apparatus

1 and located nearest to, or at the best location to permit firefighting and rescue operations nearest
2 to, a building or structure.

3 (b) Fire lanes shall be established on private property where the public has the right to travel
4 by motor vehicle, or where the public is permitted by invitation or by license to travel by motor
5 vehicle, to the extent that any such lane is necessary for access to buildings by any fire apparatus
6 as determined by the Fire Marshal. Any person owning or in possession and control of any such
7 property, including but not necessarily limited to, any parking lot, shopping plaza, shopping
8 center or other commercial, industrial, or multifamily residential area, shall establish such fire
9 lanes through striping, marking and posting of signs.

10 (c) After notification by the Fire Marshal of the necessity to establish one (1) or more fire
11 lanes upon a particular property, the owner or person in possession and control of the property
12 shall submit two (2) sets of site plans of the property to the Fire Marshal for review and approval
13 of the design and location of the fire lanes. The site plans shall be drawn to scale and shall show
14 all related buildings, driveways, streets, and other information to evaluate the sufficiency of the
15 fire lanes.

16 (d) Approval by the Fire Marshal of the fire lanes shall constitute authorization for the
17 installation of official signs prohibiting the stopping, standing, or parking of motor vehicles
18 within the fire lanes, and posting the lanes as tow away zones. Such signs and necessary
19 pavement marking, and striping shall be furnished by and at the cost of the owner or person in
20 possession and control of the property, who shall thereafter be responsible for the maintenance of
21 the signs, marking and striping in a state of good repair.

22 (e) All fire lanes signs installed pursuant to this section shall have red lettering, not less than
23 two (2) inches or more than three (3) inches in height, on a white background. Each sign shall be
24 twelve (12) inches wide by eighteen (18) inches in height and shall be consistent with the
25 Manual on Uniform Traffic Control Devices of the State Department of Transportation. The Fire
26 Marshal shall prescribe a uniform sign design for such signs.

27 (f) It shall be unlawful for any person to have or cause to have any driveway, roadway or
28 entrance barricaded or blocked by obstacles which would interfere with the response of Fire
29 Department or other emergency vehicles. If an existing building requires the changing of access
30 to the properties, the owners shall provide revised site plans to the Building Division and to the
31 Fire Department for their approval.

32 33 **Sec. 2-8. Barbecues and Open Flames on Balconies and Patios**

34 The use of any type of grill that produces an open flame is prohibited from being used on the
35 balcony, porch, or rooftop of any multi-family dwelling with three (3) or more units. Propane
36 tanks may NOT be stored within such multi-family dwellings or on balconies, porches, or
37 rooftops. A barbecue grill may be used on ground level at a multi-family dwelling as long as the
38 grill is more than fifteen (15) feet from the nearest overhang or any other part of the dwelling.
39

40 **Sec. 2-9. Marking Fire Hydrants and Fire Department Connections**

41 (a) Reflective blue markers shall be placed to indicate the location of a hydrant.

42 (b) Reflective red markers shall be placed to indicate the location of Fire Department
43 Connection (FDC) to a sprinkler or standpipe system.

44 (c) Fire hydrants shall be painted red or silver in accordance with specifications approved by
45 the Fire Chief.
46

Sec. 2-10. Requirements for High-Rise Buildings

(a) *Enforcement of application.* The high-rise regulations set forth in this section shall be enforced by the Fire Marshal. These regulations shall apply to all buildings, which have floors used for human occupancy located seventy-five (75) feet or more above grade.

(b) *Certificate of Compliance.*

(1) No Certificate of Occupancy shall be issued for a high-rise building, unless a Certificate of Compliance, as described herein, is first issued by the Fire Marshal.

(2) The following life safety features shall be provided and maintained in working order by the property owner in accordance with approved plans and specifications and shall be tested, certified and proved to be in proper working condition at the owners cost to the satisfaction of the Fire Marshal before issuance of the Certificate of Compliance.

a. *Administrative controls.* Administrative controls shall be provided as deemed appropriate by the Fire Marshal. This typically includes evacuation/ identification maps, door labels, impairment controls, etc.

e. *Master keys.* Multiple master keys fitting all common area doors shall be provided.

f. *Rappelling anchors.* New construction, anchor devices meeting Fire Department requirements as described in the Fire Department Design Guide shall be placed on the roof and used by the Fire Department for rappelling purposes.

g. *Suppression connections and control valves.* The location of Fire Department connections and fire suppression control valves shall be approved by the Fire Marshal.

h. *Communications.* The systems and devices used to provide voice information to building occupants and among emergency personnel shall be approved by the Fire Marshal.

Sec. 2-11. Requirements For Boat Docks and Piers

(a) *Construction.*

(1) Purpose. To provide a reasonable degree of safety to the general public, emergency response personnel, and others who use a docking facility or pier, in conjunction with fire and life safety features and firefighter safety.

(2) Scope. This section shall apply to all docking or pier facilities that are part of any commercial establishment, or any docking or pier facility that is used by the general public, whether or not a fee is charged for such use.

(b) *Fire Protection.*

(1) All new dock and piers, or dock and piers that have undergone substantial improvement, that do not abut land, shall be provided with a wet or dry standpipe system for firefighting purposes. Any hose outlet shall be capable of supplying 250 gallons per minute (gpm). The standpipe shall be designed by a licensed fire sprinkler contractor and approved by the Fire Marshal.

(2) Lighting shall be provided along the entire length of the dock, pier, or walkway so that no less than 0.1 foot-candle is available at the walking surface.

Sec. 2-12. Emergency Response Identification and Site Plan Mapping

(a) The owners of all properties having a building thereon shall install and maintain in a conspicuous place a correct street number of sufficient size (minimum of four (4) inches for residential and six (6) inches for commercial), shape, and character as to be visible and readable by emergency personnel approaching from any direction including the ocean side if applicable. The owners of all properties that are subdivided into suites or bays shall install and

maintain in a conspicuous place suite and bay designations that are likewise visible and readable by emergency personnel approaching from any direction.

(b) Facilities that have multiple entrances shall designate each entrance with an identifier so responding emergency personnel will know to go to the specific entrance closest to the patient or emergency.

(c) Prior to the final new construction inspection by the Fire Department, the developer, architect, or contractor must provide the following:

(1) All necessary information required for emergency response to the buildings, structures, or units.

(2) A site plan indicating "For Emergency Response Identification and Mapping."

(3) The site plan must reflect all the buildings/structures on the property and the building(s) orientation to driveways and labeled streets.

(4) If applicable, the site plan must also identify all suites or units.

(5) One paper copy eleven (11) inches by seventeen (17) inches.

(6) Submitted in Portable Document Format (pdf)

Sec. 2-13. Emergency Access Roadways.

(a) Emergency access roadways at construction sites must be firm and unyielding, having a bearing value of not less than forty (40) (i.e. LBR 40), compacted to 98% of the maximum density as determined by AASHTO T180, in accordance with the *FDOT Standard Specifications for Road and Bridge Construction (2000)* Division 11, Section 160, STABILIZING. A copy of the test results shall be provided and accepted prior to above grade construction. Testing frequency shall not be less than that specified in the *FDOT Sampling, Testing and Reporting Guide*, or as required by the Fire Marshal. The roadway shall be maintained free from ruts, depressions, and damage, and at the required bearing value for the duration of its intended use.

(b) Roadways determined by the Fire Marshal to provide emergency vehicle (fire and EMS) access to occupied structures or structures that are under construction, must be of sufficient width (typically fifty (50) feet) to allow emergency vehicles unencumbered access even when vehicles are illegally parked.

Sec. 2-14. Tent Requirements for Assembly Use

(a) A supplemental lighting system in addition to the regular system for emergency lighting is required.

(b) A certificate of flame retardant fabric is required to be provided to the Fire Marshal.

(c) A confirmatory field inspection is required after the tent is erected and prior to use by the public to confirm flame resistance.

(d) The storage of flammable liquids or the use of combustible materials, not flame retardant treated, are not permitted inside the tent. There will be no smoking or open flame allowed inside the tent.

(e) A method to provide for emergency communications shall be provided.

(f) A ten-pound ABC fire extinguisher will be prominently displayed and persons operating the assembly shall be trained.

(g) The public will be protected from tripping hazards and all electrical connections shall be enclosed.

(h) Applicable building permits and inspections shall be required. Permit applications shall include flame-spread information, location of tent relative to other structures, and the time period

the tent is to be used.

- (i) Generators are not permitted to be within ten (10) feet of the tent.

Sec. 2-15. Fire Sprinkler Systems

Water meters are prohibited on fire sprinkler supply lines.

Sec. 2-16. Hot Work Operations

(a) Welding, cutting, and other hot work shall comply with NFPA 51B, *Standard for Fire Prevention During Welding, Cutting, and Other Hot Work*.

(b) No such work shall be conducted without the issuance of a written Hot Work Permit per NFPA 51B.

- (c) A fire watch shall be required in accordance with NFPA 51B.

Sec. 2-17. Safeguarding Roofing Operations

All roofing operations involving heat sources and hot processes shall not commence until a roofing permit has been issued by the Fire Department.

Sec. 2-18. Carbon Monoxide Detection

Dwelling units that contain fuel-burning appliances or fireplaces, have attached garages, or receive temporary electrical power from portable generators, shall be provided with carbon monoxide detectors. Installation and placement shall comply with the current edition of the Florida Fire Prevention Code.

ARTICLE III. OFFICE OF THE FIRE MARSHAL

Sec. 3-1. Establishment of Fire Marshal's Office; Purpose, Duties, and Responsibilities

(a) The Fire Marshal's Office within the Fire Department of the Town is hereby established and shall be supervised by the Fire Marshal and operated under the supervision of the Chief of the Fire Department, herein known as the Chief.

(b) The purpose of the Fire Marshal's Office is to prevent fires that result in loss of life, serious injury, excessive property loss and business interruption. The Fire Marshal shall be a diligent steward of the resources provided. The Fire Marshal shall fairly and consistently enforce the fire protection codes, ordinances and regulations of the Town and state, and shall represent the Town with the utmost integrity, honor, and professionalism.

(c) It shall be the duty of the Fire Marshal to enforce all laws and ordinances concerning the following:

- (1) The prevention of fires through:

- a. Inspections;
- b. Plan reviews;
- c. Public education; and
- d. Enforcement.

- (2) The storage and use of explosive, flammable, hazardous materials, and toxic substances.

(3) The installation and maintenance of automatic and other private fire alarm systems and fire extinguishing and protection equipment; control of impairments to these systems.

(4) The adequacy, maintenance, and regulation of all means of egress from all occupancies within the jurisdiction of the Fire Department.

- (5) The investigation of the cause, origin, and circumstances of fires.
- (6) Fire Marshal shall have the power to perform other such duties as are set forth in this code, and as may be conferred and imposed by other codes, statutes, and other regulatory criteria.

Sec. 3-2. Staff

- (a) The Chief shall establish appointment criteria and designate a person to serve as Fire Marshal, who shall hold this office at the pleasure of the Chief.
- (b) The Fire Marshal shall establish appointment criteria and shall recommend the employment of sufficient staff to accomplish the Office's mission and goals.

Sec. 3-3. Authority to Enter Property for Inspection.

- (a) The Chief of the Fire Department, the Fire Marshal or any inspector may, at all reasonable hours, enter any building or premises within the Town for the purpose of making any inspection or investigation which, under the provisions of this code, he or she may deem necessary.
- (b) If consent is not granted to conduct an inspection of a building, structure or premise the Fire Marshal shall obtain an inspection warrant as provided for in the F.S. §§ 933.20 - 933.30.

Sec. 3-4. Inspection of Nonresidential and Multi-Family Occupancy Premises Generally; Enforcement Orders

- (a) It shall be the duty of the Fire Department to inspect or cause to be inspected, as often as may be deemed necessary, all buildings and premises except the interiors of private dwellings, for the purpose of ascertaining and causing to be corrected any conditions liable to cause fire, or any violations of the provisions or intent of any ordinance of the Town affecting fire hazards.
- (b) Whenever the Fire Marshal shall find in any building or upon any premises, combustible or explosive matter or dangerous accumulations of rubbish or unnecessary accumulations of waste paper, boxes, shavings or any highly flammable materials, or stored material which is so situated as to endanger property, or shall find obstructions to or on fire escapes, stairs passageways, doors or windows, liable to interfere with the operations of the Fire Department or egress of occupants in case of fire, he or she shall order same to be removed or remedied.

Sec. 3-5. Inspections Involving Special Hazards, Fire Alarms and Sprinkler Systems; Enforcement Orders

The Chief, the Fire Marshal or any designated Fire Department personnel shall inspect, as often as deemed necessary, all specially hazardous manufacturing processes, storage or installations of gases, chemicals, oils, explosives and flammable materials, all interior fire alarm and automatic sprinkler systems and such other hazards or appliances as the Chief shall designate, and shall make such orders as may be necessary for the enforcement of the laws and ordinances governing the same and for safeguarding life and property from fire.

Sec. 3-6. Inspections Complaint: Order to Remedy Danger; Evacuation of Occupied Buildings or Structures

- (a) The Fire Marshal, or designee, upon the complaint of any person or whenever he or she deems it necessary, shall inspect any buildings and premises within the Town. Whenever any of the said officers shall find any building or other structure which, for want of repairs, lack of sufficient fire escapes, automatic or other fire alarm apparatus or fire extinguishing equipment or

1 by reason of age or dilapidated conditions, or from any other cause, is especially liable to fire,
2 and which is so situated as to endanger other property or the occupants thereof, and whenever
3 such officer shall find in any building combustible or explosive matter or flammable conditions
4 dangerous to the safety of such building or the occupants thereof he or she shall order such
5 dangerous conditions or material to be removed or remedied.

6 (b) Any person who, after being served with a written order to cease such severe and
7 immediate hazardous activity, operation, or process, willfully fails or refuses to comply with
8 such an order shall be subject to immediate arrest.

9 (c) The Fire Marshal or designee may order the immediate evacuation of any occupied
10 building or structure or assembly area when such building, structure or assembly area is deemed
11 hazardous due to fire hazard, obstruction to exits, overcrowding of the premises, or any other
12 hazard or potential which presents immediate danger to the occupants. The premises or any
13 portion thereof, may not be reoccupied until it has been examined and deemed free of the hazard
14 or potential which caused the evacuation to be ordered. Persons refusing to obey either a verbal
15 or written order of the Fire Marshal or designee shall be referred to local law enforcement
16

17 **Sec. 3-7. Service of Enforcement Orders.**

18 The service of such orders as are mentioned in these codes may be made upon the occupant of
19 the premises to whom it is directed, either by delivering a copy of same to such occupant
20 personally or by delivering the same to and leaving it with any person in charge of the premises,
21 or in case no such person is found upon the premises, by affixing a copy thereof in a conspicuous
22 place on the door to the entrance of such premises. Whenever it may be necessary to serve such
23 an order upon the owner of the premises such order may be served either by delivering to and
24 leaving with such person a copy of such order, or, if such owner is absent from the jurisdiction of
25 the officer making the order, by mailing such copy to the owner's last known post office address.
26

27 **Sec. 3-8. Compliance With Orders; Appeal to Fire Chief.**

28 Any order served under the provisions of Sec. 3-6 shall forthwith be complied with by the
29 owner or occupant of such premises or buildings. If such order is made by the Fire Marshal or
30 designee such owner or occupant may within twenty-four (24) hours appeal to the Chief of the
31 Fire Department, who shall, within five (5) days, review such order and file his or her decision
32 thereon, and unless by his or her authority the order is revoked or modified, it shall remain in full
33 force and be complied with within the time fixed in the order or decision of the Chief of the Fire
34 Department.
35

36 **Sec. 3-9. Investigation of Causes of Fires Required; Procedures.**

37 (a) In accordance with F.S. § 633.03 the State Fire Marshal shall investigate the cause, origin,
38 and circumstances of every fire occurring in the Town where property has been damaged or
39 destroyed where there is probable cause to believe that the fire was the result of carelessness or
40 design.

41 (b) The Fire Marshal will conduct investigations into each fire event that does not present an
42 obvious cause. These investigations are to begin while suppression forces remain in control of
43 the scene unless the property is otherwise secured as authorized by the on-call investigator. The
44 purpose of these investigations is to learn the circumstances that caused the fire in an effort to
45 prevent future fires.

46 (c) Whenever criminal activity is suspected, the Fire Marshal shall immediately notify the

1 State Fire Marshal's office and the Town police department and shall further cooperate with these
2 authorities in the collection of evidence, crime scene preservation, and in the prosecution of the
3 case.
4

5 **ARTICLE IV. FIRE PROTECTION OUTSIDE TOWN**

6 **Sec. 4-1. Aid Rendered Outside of Town Limits**

7 Fire protection service shall not be rendered outside the municipal limits of the Town by the
8 municipal fire forces except in the following cases:
9

- 10 (a) To protect property within the Town threatened by a fire outside the Town.
11 (b) To protect Town property located outside the Town.
12 (c) To provide mutual/automatic aid as provided by written agreement.
13 (d) In the event that Fire Department resources are requested by another municipality which
14 has an agreement with a third-party agency for mutual aid services, and in the absence of an
15 interlocal agreement or mutual aid agreement with the municipality, a fee will be invoiced in
16 accordance with the Town of Highland Beach Fee Schedule. Payment must be made to the
17 Town, in full, within thirty (30) days of invoice.
18

19 **ARTICLE V. FIRE PROTECTION IMPAIRMENTS; 20 EMERGENCY FIRE WATCH; STANDBY COVERAGE**

21 **Sec. 5-1. Fire Protection Impairments**

22 (a) *Impairment defined.*

23 (1) A system is considered to be impaired whenever it is not capable of meeting its design
24 function as required by the appropriate NFPA code.
25

26 (2) In the interest of life safety, immediate notification to the Fire Department and fire
27 watch requirements or other compensatory measures are required whenever a building's fire
28 alarm systems, standpipes, fire sprinkler systems, and/or other emergency systems are out-of-
29 service for reasons other than scheduled maintenance and testing. This rule also specifies
30 requirements for Fire Department notification and fire watch implementation when scheduled
31 maintenance or testing places any of the fire protection systems listed above out-of-service for
32 more than four (4) hours.

33 (b) *Responsibilities of building owner or occupant.* For all occupancy groups, the building
34 owner, owner's designee, or occupant shall:

35 (1) Notify the Fire Department immediately at a designated telephone twenty-four-hour (24)
36 reporting line of the following occurrences resulting from other than scheduled maintenance or
37 testing:

- 38 a. Out-of-service fire alarm system;
39 b. Out-of-service standpipe system;
40 c. Out-of-service fire sprinkler system;
41 d. Building fire protection system in which a supervisory or trouble signal has been
42 transmitted for a period exceeding eight (8) hours
43 e. Out-of-service suppression system; and
44 f. Out-of-service emergency alarm.
45 (2) Provide notification to building occupants of any out-of-service fire alarm, fire sprinkler

1 or emergency alarm system, and notification when restored to service.

2 (3) Notify the Fire Department at the designated twenty-four-hour (24) reporting number
3 when the out-of-service system is restored in full.

4 (4) Information to be provided to the Fire Department on the reporting line includes the
5 following:

6 a. Name and phone number of persons reporting the information.

7 b. The nature of the problem or out-of-service system being reported and the estimated
8 time before it will be back in full service;

9 c. The name and address of the building affected; and

10 d. The name of the building owner, or occupant and their phone number, if known.

11 12 **Sec. 5-2. Emergency Fire Watch for Impairments**

13 (a) When the Fire Department finds it necessary to station fire rescue personnel at a building
14 with a disabled fire alarm and/or fire suppression system, the owner of the building shall pay the
15 Town a fee per hour per person for the expense incurred by the Town in administering the fire
16 watch in accordance with the Town of Highland Beach Fee Schedule. Fire Department
17 personnel will continue the fire watch until either the system is repaired and functioning, or until
18 relieved by a responsible person as determined by the Fire Marshal.

19 (b) Fire watch assessments are due within thirty (30) days after the Town mails the invoice to
20 the owner. A late payment penalty shall accrue at a rate of 5% per month, and prorated as
21 necessary, for an assessment past due. The assessment of fire watch assessments does not in any
22 way relieve the owner from paying any inspection or reinspection fees associated with the re-
23 establishment of a functioning alarm and/or fire suppression system.

24 (c) It shall be unlawful for any person to fail or refuse to pay fire watch assessments when
25 due. Any person found guilty of violating this provision shall be subject to a fine equal to the
26 fire watch assessment. Additionally, the costs incurred by the Town may be assessed against the
27 property in the form of a lien.

28 29 **Sec. 5-3. Standby Fire and Emergency Medical Coverage.**

30 (a) Whenever, in the opinion of the Fire Marshal, it is essential for public safety in any place
31 of public assembly or any other place where people congregate, due to the number of persons, or
32 the nature of the performance, exhibition, display, contest or activity, the Fire Marshal may
33 require the owner, agent or lessee to employ one or more off-duty certified Town Fire
34 Department personnel, as required and approved by the Fire Marshal, to be on duty at such
35 place. Said Town Fire Department personnel shall be always subject to the Fire Marshal's
36 and/or his/her designee's orders, when so employed, and remain on duty during the times such
37 places are open to the public, or when such activity is being conducted, including one hour
38 before opening the area to the public and one hour after closing the area to the public. Before
39 each performance or the start of such activity, Town Fire Department personnel shall inspect all
40 required fire and life-safety equipment to ensure that such equipment is in proper working order,
41 and shall keep diligent watch for any emergency that should arise. Should any emergency arise,
42 Fire Department personnel shall take whatever action necessary to protect the occupants and
43 public from injury, illness, or any life-threatening condition.

44 (b) Whenever, in the opinion of the Fire Marshal, it is essential for public safety in any place
45 of public assembly or any other place where people congregate, due to the number of persons, or
46 the nature of the performance, exhibition, display, contest or activity, the Fire Marshal may

1 require the owner, agent or lessee to employ one or more off-duty certified Town paramedic(s)
2 and/or EMT(s) as required and approved by the Fire Marshal, to be on duty at such place. Said
3 Town paramedic(s) shall, always, be subject to the Fire Marshal's and/or his/her designee's
4 orders, when so employed, and remain on duty during the times such places are open to the
5 public, or when such activity is being conducted, including one hour before opening the area to
6 the public and one hour after closing the area to the public. Before each performance or the start
7 of such activity, said Town Fire Department personnel shall inspect all required fire and life-
8 safety equipment to ensure that such equipment is in proper working order, and shall keep
9 diligent watch for any emergency that should arise. Should any emergency arise, the
10 paramedic(s) and/or EMT(s) shall take whatever action necessary to protect the occupants and
11 public from injury, illness or any life-threatening condition.

12 (c) For the provision of the services described in subsections (a) and (b) above, the Town
13 shall be entitled to a fee for the expense incurred by the Town in accordance with the Town of
14 Highland Beach Fee Schedule. The Town Manager may reduce or waive fees if deemed
15 appropriate.
16

17 **ARTICLE VI. COST RECOVERY FOR OPERATIONS DUE TO** 18 **CODE VIOLATIONS, SPECIAL OPERATIONS AND CLEAN-UP** 19 **OF HAZARDOUS MATERIALS**

20 21 **Sec. 6-1. Cost Recovery Program for Incidents Due to Negligent, Unlawful or** 22 **Unauthorized Acts as Defined Herein**

23 There is hereby established a Cost Recovery Program for the purpose of recovering costs for
24 the Fire Department in responding to incidents due to code violations, negligent, unlawful or
25 unauthorized acts as defined herein.

26 (a) *Definitions.* Unless the context otherwise requires, the following terms as used in this
27 Cost Recovery Program shall be construed according to the definitions given below.

28 *Business.* An entity consisting of one (1) or more persons engaged in a commercial activity for
29 profit.

30 *Careless.* Not taking ordinary or proper care; heedless; inattentive.

31 *Contract.* An oral or written agreement to have work performed by a contractor.

32 *Contractor.* Person or entity who has a contract to perform a task or service.

33 *Emergency response.* Any call requiring the Fire Department to respond.

34 *Incendiary act.* A fire purposely set by a person or persons.

35 *Malicious act.* A wrongful act intentionally done without legal justification or excuse; an
36 unlawful act done willfully and purposely.

37 *Negligence.* Failure to use ordinary care a reasonably prudent and careful person would use
38 under similar circumstances; failure to do something which a reasonable person would do; or the
39 doing of something which a reasonable and prudent person would not do.

40 *Person.* The word *person* may include an individual, contractor, business, association, or any
41 other entity.

42 (b) *Acts requiring cost reimbursement.*

43 (1) Negligence/careless acts. Any contractor or business whose negligence or careless
44 actions or conduct causes an incident resulting in an appropriate emergency response, may be
45 required to make payment to the Town for the costs of that emergency response.

1 (2) Malicious or incendiary acts. Any person whose malicious or intentional, reckless
2 incendiary act causes an incident resulting in an emergency response, may be required to make
3 payment to the Town for the costs of that emergency response.

4 (3) Driving under the influence. Any person who has a 0.08 or more alcohol concentration
5 in his or her blood or breath, or whose blood or urine contains evidence of the unauthorized use
6 of cannabis, or of the unauthorized use of a controlled substance, and who causes an incident
7 resulting in appropriate emergency response, upon conviction (includes supervision and
8 probation) may be required to make payment to the Town for the costs of that emergency
9 response.

10 (c) Fees will be assessed in accordance with the Town of Highland Beach Fee Schedule.

11 (2) A minimum of one (1) hour shall be charged. Subsequent hours will be billed at fifteen
12 (15) minute increments.

13 (3) Late fees. All fees shall be paid to the Town within sixty (60) days of the invoice
14 date. In the event that the fees are not paid within the sixty (60) day period, an additional charge
15 of 5% shall be added to the outstanding balance and will subsequently be added each thirty (30)
16 day period that the balance remains unpaid.

17 (4) Waiver of fees. The Town Manager or his or her designee, may waive or reduce fees.

18
19 **Sec. 6-2. Definitions; Authority and Responsibility. Cost Recovery for Special Operations and**
20 **Clean-Up of Hazardous Materials**

21 (a) For the purpose of this section, the following words and phrases shall have the meanings
22 given herein:

23 *Costs.* Those necessary and reasonable costs incurred by the Town in connection with
24 investigating, mitigating, minimizing, removing or abating discharges of hazardous substances,
25 or in connection with costs incurred by any activity of the special or tactical operations unit
26 including but not limited to actual labor costs of Town personnel or its authorized agents; costs
27 of equipment operation and rental; costs of expendable items, including but not limited to
28 firefighting foam, chemical extinguishing agents, absorbent material, sand, recovery drums, acid
29 suits, acid gloves, goggles and protective clothing.

30 *Discharge.* Any intentional or unintentional action or omission resulting in the releasing,
31 spilling, pumping, pouring, emitting, emptying, or dumping of a hazardous substance upon
32 public or private property located within the corporate limits of the Town.

33 *Hazardous substances.* Any substances or materials in a quantity or form which in the
34 determination of the Fire Department pose an unreasonable and imminent risk to the life, health,
35 safety or welfare of persons or property within the Town and shall include but not be limited to
36 those substances listed in the NFPA Guide on Hazardous Materials or the EPA's list of
37 extremely hazardous substances, or the Florida Substance List promulgated by the state
38 department of labor and employment security.

39 (b) The Fire Department is hereby authorized to take such steps as necessary to clean up,
40 remove or abate the effects of any hazardous substances discharged upon or into public or
41 private property or facilities located within the corporate limits of the Town, and is authorized to
42 use its special or tactical operations unit to effectively deal with specific emergencies, including,
43 but not limited to, high-angle, confined space, and other forms of vertical rescue.

44 (c) Any person responsible for causing or allowing an unauthorized discharge of hazardous
45 substances which requires action by the Fire Department or its authorized agents in order to
46 protect the public health, safety or welfare shall reimburse the Town for the full amount of all
47 costs associated with the investigating, mitigating, minimizing, removing and abating any such

1 discharge, or otherwise providing relief to a life-threatening situation involving special and
2 tactical operations. Reimbursement shall be made within thirty (30) days after receipt of an
3 itemized bill for such costs from the city.

4 (d) When responding to the emergency caused by the unauthorized discharge of hazardous
5 substances, or to an emergency requiring the use of the special or tactical operations unit, the
6 Fire Department shall keep a detailed record of the cost attributable thereto.

7 (e) The authority to recover costs under this section shall not include costs incurred for actual
8 fire suppression services, which are normally or usually provided by the Fire Department or its
9 authorized agents.

10 (f) Any person responsible for causing or allowing an unauthorized discharge of hazardous
11 substances, or responsible for an emergency requiring the use of the special operations and
12 tactical unit, and who fails to reimburse the Town within the time set forth herein shall be subject
13 to a late fee in the amount of 10% of the total amount of the bill for each additional day that the
14 bill for such costs remains unpaid.

15 (g) The remedy provided for in this section shall be supplemental to and in addition to all
16 other available remedies by law and equity.
17

18 **ARTICLE VII. CONTROL OF AUTOMATIC ELEVATORS**

19 20 **Sec. 7-1. General; Key Switch Operation; Capacity; Access Keys; Instructions Posted;** 21 **Emergency Use**

22 (a) In all multi-family or commercial buildings equipped with automatic elevators, at least
23 one (1) designated elevator servicing all floors of the structure shall be arranged for emergency
24 use (firefighter's service) by Fire Department personnel. The control of automatic elevators shall
25 meet the requirements as set forth under the state elevator code and ASME/ANSI, A17.1.

26 (b) Existing elevators shall conform to the requirements of ASME/ANSI A 17.3.

27 (c) Elevators shall be inspected and tested as specified in ASME/ANSI A 17.3.
28

29 **ARTICLE VIII. HAZARDOUS MATERIALS AND TOXIC** 30 **SUBSTANCES**

31 32 **Sec. 8-1. Fire Department Hazardous Materials Permit**

33 (a) The purpose of this program is to identify and control the more serious material hazards
34 within the Town, primarily for the protection of responding emergency personnel, but also to
35 assure these dangerous substances are used and stored properly to protect employees and the
36 public.

37 (b) The authority for this permitting program is provided by the *Florida Fire Prevention*
38 *Code*.

39 (c) The occupational license application (new or renewal) for a business tax receipt requires
40 the submission of all Safety Data Sheets (SDS) that the business is required to maintain in
41 accordance with SARA Title III or OSHA requirements.

42 (d) In addition to requiring a business tax receipt, an inspector may at any time he or she finds
43 chemicals, hazardous materials, or toxic substances, SDS may be requested for review to
44 determine if a Hazardous Materials Permit is required.

45 (e) The SDS are reviewed by the Department to determine if any of the materials would

1 qualify as a "3" or "4" for any category of the NFPA 704 hazard identification system. If any are
2 found to meet that criterion, a Hazardous Materials Permit is required.

3 *Exception:* If the quantities are considered by Department to be small enough that there is no
4 significant threat. This determination is made on a case-by-case basis with consideration given
5 to protection, (i.e., sprinklers, storage cabinets, etc.) and handling procedures.

6 (f) The Hazardous Materials Permit is issued by Department after a site inspection to verify
7 proper storage and handling. Permitted facilities require signage in accordance with NFPA
8 704. The Fire and Life Safety Division determines category numbers, size, number, and
9 location(s) of signs. Permitted facilities also require a key box for the placement of information
10 for use by responding emergency personnel. The Fire Department may direct that the items
11 specified above be revised or reinstalled at any time. The Town shall bear no expense for initial
12 or subsequent work required of a user under this section.

13 14 **Sec. 8-2. Disclosure and Safety Requirements**

15 (a) Any person applying for site plan review, building permits, or a business tax receipt shall
16 disclose on the application whether hazardous material, hazardous waste, or toxic substances will
17 be used, stored, displayed, generated, or handled, and if so, SDS must be filed with the Fire
18 Department.

19 (b) Any person who, during the calendar year, for the first time becomes a user or handler of
20 any hazardous material or toxic substance, must submit SDS to the Fire Department within
21 fifteen (15) days of becoming a user or handler.

22 (c) The Fire Department may, upon written notice, require the submittal of SDS of any user or
23 handler. The user or handler shall submit SDS within fifteen (15) days.

24 (d) Any person required to submit SDS pursuant to this section shall file with the Fire
25 Department updated SDS on an annual basis at the same time as any business tax receipt renewal
26 or within fifteen (15) days of any of the following:

- 27 (1) A change in business address;
28 (2) A change in business ownership;
29 (3) A change in business name;
30 (4) Cessation of business operations;
31 (5) The use or handling of a previously undisclosed hazardous material or toxic substance;
32 and

33 (6) A significant change in the use, handling, or manufacturing of a hazardous material or
34 toxic substance for which disclosure has been previously made.

35 (e) Upon request, all users must provide the following information:

36 (1) To the Fire Department, any information determined by the Fire Department to be
37 necessary to protect public health, safety, or the environment; and

38 (2) To any physician, where the physician determines that such information is necessary to
39 the medical treatment of the patient and to the extent allowed by law.

40 (f) *Exemptions from disclosure.* The following materials or persons are exempt from
41 disclosure requirements:

42 (1) Hazardous materials or substances contained in food, drug, cosmetic, or tobacco
43 products.

44 (2) Hazardous materials or toxic substances contained solely in consumer products
45 packaged for use by and distributed to the general public unless the product is repackaged or
46 altered in any way; provided, however, the manufacture and distribution of these products are not

1 exempt. However, pesticides, herbicides, and ammonium nitrate fertilizers over the required
2 disclosure amounts are not exempt from disclosure.

3 (3) Any person, while engaged in the transportation or storage of hazardous materials,
4 within the provisions of Title 49 of the Code of Federal Regulations, subchapter c, as exists or as
5 hereafter amended or changed.

6 (4) Infectious waste generated by hospitals, medical centers, clinics, and other health care
7 facilities.

8 (5) Record keeping; exemption from public disclosure. Under the provisions of F.S. §
9 252.88(3), any and all information, including but not limited to, site plans and specific location
10 information on hazardous materials or toxic substances furnished to the Fire Department
11 pursuant to this section shall be confidential and exempt from the provisions of F.S. § 119.07(1).

12 (g) *Enforcement.* The Fire Chief or designee is authorized and empowered to enforce the
13 provisions of this code. The enforcement may include the inspection of hazardous materials or
14 toxic substances in use, storage, or disposal, review of hazardous materials records, the sampling
15 and testing of hazardous materials and other activities directly related to the enforcement of this
16 section. No person shall obstruct or interfere with the Fire Chief or designee in the performance
17 of these duties.

18 (h) *Violations.* Violations of this section are subject to the penalties and remedies provided in
19 F.S. § 252.86.

SUN-SENTINEL

Sold To:

Town of Highland Beach - CU00398185
3614 So. Ocean Blvd.
Highland Beach, FL 33487

Bill To:

Town of Highland Beach - CU00398185
3614 So. Ocean Blvd.
Highland Beach, FL 33487

Published Daily

Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

State Of Florida
County Of Orange

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL,
a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the
attached copy of advertisement, being a Legal Notice in:

The matter of 11745-Other Legal Notices ,
Was published in said newspaper by print in the issues of, or by publication on the
newspaper's website, if authorized on May 07, 2022

Affiant further says that the newspaper complies with all legal requirements for
publication in Chapter 50, Florida Statutes.



Signature of Affiant

Sworn to and subscribed before me this: May 08, 2022.



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ()

Affidavit Delivery Method: E-Mail

Affidavit Email Address: lgaskins@highlandbeach.us
7196872

**TOWN OF HIGHLAND BEACH
NOTICE OF PUBLIC HEARING**

YOU ARE HEREBY NOTIFIED that the Town Commission of the Town of Highland Beach will conduct a Public Hearing on Tuesday, May 17, 2022, at 1:30 P.M. in the Commission Chambers at Town Hall, 3614 South Ocean Boulevard, Highland Beach, Florida to consider the following:

ORDINANCE NO. 2022-004

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, ADOPTING THE CURRENT EDITION OF THE FLORIDA FIRE PREVENTION CODE AND PROVIDING FOR LOCAL AMENDMENTS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A copy of the ordinance will be available for inspection by contacting the Town Clerk's Office at (561) 278-4548, Monday through Friday, during normal business hours 8:30 A.M. to 4:30 P.M. and on the Town's webpage at <https://mmportal6.teamunicode.com/> no later than Friday, May 13, 2022.

Public participation will be in the forms of in-person, Zoom or telephone call. Persons desiring to participate in the meeting must preregister by contacting Town Clerk Lanelda Gaskins at email address publiccomments@highlandbeach.us or by submitting public comment to the Town of Highland Beach's Agendas and Meetings webpage <https://mmportal6.teamunicode.com/>. At the top of the webpage, click on "Public Comments" complete the electronic form and click submit. The submitted comment will be read into record during the corresponding portion of the meeting. All requests will be accepted up until 11:00 A.M. on Monday, May 16, 2022.

Any person that 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 of the proceeding is made, which includes the testimony and evidence upon which the appeal is based. The Town of Highland Beach does not provide such a record. In accordance with the Americans with Disabilities Act, persons who need special accommodation to attend or participate in this meeting should contact the Town Clerk's Office at (561) 278-4548 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770 or 1-800-955-8771.
Lanelda Gaskins, MMC
Town Clerk

File Attachments for Item:

B. Ordinance No. 2022-005 (Second Reading/Public Hearing)

An Ordinance of the Town Commission of the Town of Highland Beach; authorizing the issuance of the Town's Non-Ad Valorem Revenue Note, Series 2022, in the principal amount not to exceed \$5,100,000, to provide for the construction and equipping of a new Fire Station and costs related thereto; covenanting to budget and appropriate funds, from legally available non-ad valorem revenues, to repay such note; authorizing the Town to award said Note to a Lender by Resolution and to enter into a Loan Agreement with such Lender setting forth the terms of such Note and related matters; providing for the repeal of all ordinances in conflict; providing for severability; and providing an effective date (First Reading was May 03, 2022).



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission

MEETING DATE 05/17/2022

SUBMITTED BY: Lanelda Gaskins, Town Clerk's Office

SUBJECT: Ordinance No. 2022-005 (Second Reading/Public Hearing)

An Ordinance of the Town Commission of the Town of Highland Beach; authorizing the issuance of the Town's Non-Ad Valorem Revenue Note, Series 2022, in the principal amount not to exceed \$5,100,000, to provide for the construction and equipping of a new Fire Station and costs related thereto; covenanting to budget and appropriate funds, from legally available non-ad valorem revenues, to repay such note; authorizing the Town to award said Note to a Lender by Resolution and to enter into a Loan Agreement with such Lender setting forth the terms of such Note and related matters; providing for the repeal of all ordinances in conflict; providing for severability; and providing an effective date (First Reading was May 03, 2022).

SUMMARY:

At the May 03, 2022 meeting, Town Commission unanimously approved the proposed ordinance authorizing the issuance of the Town's Non-Ad Valorem Revenue Note, Series 2022, in the principal amount not to exceed \$5,100,000, to provide for the construction and equipping of a new Fire Station and costs related thereto; covenanting to budget and appropriate funds, from legally available non-ad valorem revenues, to repay such note; authorizing the Town to award said Note to a Lender by Resolution and to enter into a Loan Agreement with such Lender setting forth the terms of such Note and related matters.

Ordinance No. 2022-005 was advertised in accordance with Florida Statutes on May 07, 2022. Therefore Ordinance No. 2022-005 is before Town Commission for adoption on second/final reading.

FISCAL IMPACT:

ATTACHMENTS:

RECOMMENDATION:

Adopt Ordinance No. 2022-005 on second/final reading.



**TOWN OF HIGHLAND BEACH
ORDINANCE NO 2022-005**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH; AUTHORIZING THE ISSUANCE OF THE TOWN'S NON-AD VALOREM REVENUE NOTE, SERIES 2022, IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$5,100,000, TO PROVIDE FOR THE CONSTRUCTION AND EQUIPPING OF A NEW FIRE STATION AND COSTS RELATED THERETO; COVENANTING TO BUDGET AND APPROPRIATE FUNDS, FROM LEGALLY AVAILABLE NON-AD VALOREM REVENUES, TO REPAY SUCH NOTE; AUTHORIZING THE TOWN TO AWARD SAID NOTE TO A LENDER BY RESOLUTION AND TO ENTER INTO A LOAN AGREEMENT WITH SUCH LENDER SETTING FORTH THE TERMS OF SUCH NOTE AND RELATED MATTERS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Highland Beach, Florida (the "Town") has determined to construct and equip a new fire station to serve the Town (the "Project"), and to issue its Non-Ad Valorem Revenue Note, Series 2022 (the "Note") to finance a portion of the cost of the Project; and

WHEREAS, the Town desires to authorize the award of the Note to a lender by resolution, and to enter to a loan agreement with such lender, the terms of such loan agreement to be approved by such resolution.

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

Section 1. **Adoption of Recitals.** The foregoing facts and recitations contained in the preamble to this Ordinance are hereby adopted and incorporated by reference as if fully set forth herein.

Section 2. **Authority for Ordinance.** This Ordinance is enacted pursuant to the provisions of Article VIII, Section 2 of the Constitution of the State of Florida, Chapter 166, Florida Statutes, the Charter of the Town and other applicable provisions of law (collectively, the "Act"). The Town has ascertained and hereby determined that enactment of this Ordinance is necessary to carry out the powers, purposes and duties expressly provided in the Act, that each and every matter and thing as to which provision is made herein is necessary in order to carry out and effectuate the purposes of the Town in accordance with the Act and to carry out and effectuate the

50103466:2

plan and purpose of the Act, and that the powers of the Town herein exercised are in each case exercised in accordance with the provisions of the Act and in furtherance of the purposes of the Town.

Section 3. Resolution and Loan Agreement. The Town hereby authorizes the Note to be awarded by resolution to the lender whose proposal to purchase the Note the Town Commission determines is in the best interest of the Town. Said resolution shall additionally approves the form and content of the loan agreement that will determine the terms and conditions pursuant to which such lender will loan the proceeds of the Note to the Town and the Town will repay the loan of such proceeds.

Section 4. Authority for Issuance of Note. Subject and pursuant to the provisions hereof and of the aforementioned resolution and loan agreement, a note to be known as “Town of Highland Beach, Florida, Non-Ad Valorem Revenue Note, Series 2022” (the “Note”) is hereby authorized to be issued in an aggregate principal amount not to exceed Five Million One Hundred Thousand Dollars (\$5,100,000) for the purpose of financing a portion of the Costs of the Project and related costs thereto..

Section 5. Security for Note; Covenant to Budget and Appropriate. The Town covenants to budget and appropriate its legally available non-ad valorem revenues in such amounts as may be necessary to repay the Note when due, as shall be more particularly set forth in the loan agreement.

Section 6. Note Not to Be a General Obligation or Bonded Indebtedness of the Town. THE NOTE SHALL NOT BE OR CONSTITUTE A GENERAL OBLIGATION OR BONDED INDEBTEDNESS OF THE TOWN WITHIN THE MEANING OF THE CONSTITUTION OF FLORIDA AND THE CHARTER OF THE TOWN, BUT SHALL BE PAYABLE FROM AND SECURED SOLELY BY THE COVENANT OF THE TOWN TO BUDGET AND APPROPRIATE ITS LEGALLY AVAILABLE NON-AD VALOREM REVENUES, IN THE MANNER AND TO THE EXTENT IN THE RESOLUTION, THE LOAN AGREEMENT AND IN THE NOTE PROVIDED. NO HOLDER SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE TOWN OR TAXATION IN ANY FORM ON ANY REAL OR PERSONAL PROPERTY TO

PAY THE NOTE OR THE INTEREST THEREON. THE HOLDERS SHALL HAVE NO LIEN UPON ANY REAL OR TANGIBLE PERSONAL PROPERTY OF THE TOWN, INCLUDING BUT NOT LIMITED TO THE PROJECT.

Section 7. Reimbursement. The Town hereby declares its official intention to finance a portion of the costs of the Project through the issuance of the Note in an amount, at a minimum, that is necessary to finance the costs of the Project. If the Town determines to pay for the Project prior to the issuance of the Note, the Town reasonably expects to do so from general funds of the Town, and to then be reimbursed from the proceeds of the Note. This Ordinance is intended as a declaration of official intent under Treasury Regulation Section 1.150-2.

Section 8. Modification, Amendment or Supplement. This Ordinance may be modified, amended or supplemented by the Town from time to time prior to the issuance of the Note. Thereafter, no modification, amendment or supplement of this Ordinance, or of any ordinance amendatory hereof or supplemental hereto, may be made without the consent in writing of the holders of the Note.

Section 9. General Authority. The Governing Body hereby authorizes the Mayor, Town Finance Director and Town Clerk, with the advice of the Town Attorney, to execute such other documents as may be necessary to effect the borrowing contemplated by this Ordinance.

Section 10. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 11. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 12. Effective Date. This Ordinance shall be effective immediately upon adoption at second reading.

Ordinance No. 2022-005

The foregoing Ordinance was moved by Commissioner David, seconded by Vice Mayor Moore and upon being put to the vote, the vote was as follows:

VOTES:	YES	NO
Mayor Douglas Hillman	X	
Vice Mayor Natasha Moore	X	
Commissioner Peggy Gossett-Seidman	X	
Commissioner Evalyn David	X	
Commissioner John Shoemaker	X	

PASSED on first reading at the Regular Commission meeting held on this 3rd day of May, 2022.

The foregoing Ordinance was moved by _____, seconded by _____ and upon being put to the vote, the vote was as follows:

VOTES:	YES	NO
Mayor Douglas Hillman	_____	_____
Vice Mayor Natasha Moore		
Commissioner Peggy Gossett-Seidman		
Commissioner Evalyn David		
Commissioner John Shoemaker		

PASSED AND ADOPTED on second and final reading at the Regular Commission meeting held on this _____ day of _____, 2022.

ATTEST:

Douglas Hillman, Mayor

**REVIEWED FOR LEGAL
SUFFICIENCY**

Lanelda Gaskins, MMC
Town Clerk

Glen Torcivia, Town Attorney
Town of Highland Beach

Ordinance No. 2022-005

SUN-SENTINEL

Sold To:

Town of Highland Beach - CU00398185
3614 So. Ocean Blvd.
Highland Beach, FL 33487

Bill To:

Town of Highland Beach - CU00398185
3614 So. Ocean Blvd.
Highland Beach, FL 33487

Published Daily

Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

State Of Florida
County Of Orange

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL,
a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the
attached copy of advertisement, being a Legal Notice in:

The matter of 11745-Other Legal Notices ,
Was published in said newspaper by print in the issues of, or by publication on the
newspaper's website, if authorized on May 07, 2022

Affiant further says that the newspaper complies with all legal requirements for
publication in Chapter 50, Florida Statutes.

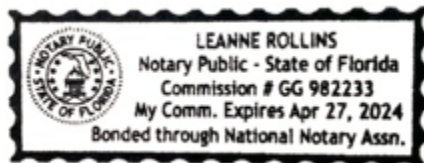


Signature of Affiant

Sworn to and subscribed before me this: May 08, 2022.



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ()

Affidavit Delivery Method: E-Mail

Affidavit Email Address: lgaskins@highlandbeach.us
7205918

**TOWN OF HIGHLAND BEACH
NOTICE OF PUBLIC HEARING**

YOU ARE HEREBY NOTIFIED that the Town Commission of the Town of Highland Beach will conduct a Public Hearing on Tuesday, May 17, 2022, at 1:30 P.M. in the Commission Chambers at Town Hall, 3614 South Ocean Boulevard, Highland Beach, Florida to consider the following:

ORDINANCE NO. 2022-005

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH; AUTHORIZING THE ISSUANCE OF THE TOWN'S NON-AD VALOREM REVENUE NOTE, SERIES 2022, IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$5,100,000, TO PROVIDE FOR THE CONSTRUCTION AND EQUIPPING OF A NEW FIRE STATION AND COSTS RELATED THERETO; COVENANTING TO BUDGET AND APPROPRIATE FUNDS, FROM LEGALLY AVAILABLE NON-AD VALOREM REVENUES, TO REPAY SUCH NOTE; AUTHORIZING THE TOWN TO AWARD SAID NOTE TO A LENDER BY RESOLUTION AND TO ENTER INTO A LOAN AGREEMENT WITH SUCH LENDER SETTING FORTH THE TERMS OF SUCH NOTE AND RELATED MATTERS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A copy of the ordinance will be available for inspection by contacting the Town Clerk's Office at (561)278-4548, Monday through Friday, during normal business hours 8:30 A.M. to 4:30 P.M. and on the Town's webpage at <https://mmportal6.teamunicode.com/> no later than Friday, May 13, 2022.

Public participation will be in the forms of in-person, Zoom or telephone call. Persons desiring to participate in the meeting must preregister by contacting Town Clerk Lanelda Gaskins at email address publiccomments@highlandbeach.us or by submitting public comment to the Town of Highland Beach's Agendas and Meetings webpage <https://mmportal6.teamunicode.com/>. At the top of the webpage, click on "Public Comments" complete the electronic form and click submit. The submitted comment will be read into record during the corresponding portion of the meeting. All requests will be accepted up until 11:00 A.M. on Monday, May 16, 2022.

Any person that 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 of the proceeding is made, which includes the testimony and evidence upon which the appeal is based. The Town of Highland Beach does not provide such a record. In accordance with the Americans with Disabilities Act, persons who need special accommodation to attend or participate

SUN-SENTINEL

in this meeting should contact the Town Clerk's Office at (561) 278-4548 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770 or 1-800-955-8771. Lanelda Gaskins, MMC Town Clerk
5/7/20227205918

Order # - 7205918

File Attachments for Item:

A. Resolution No. 2022-009

A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Planning Board; and providing for an effective date.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Commission Meeting
MEETING DATE May 17, 2022
SUBMITTED BY: Lanelda Gaskins, Town Clerk
SUBJECT: Resolution No. 2022-009

A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Planning Board; and providing for an effective date.

SUMMARY:

Consideration of Resolution No. 2022-009 ratifying the selection, appointments, and term of office of members of the Planning Board; and providing for an effective date.

The Town Clerk's Office received two (2) board applications for Town Commission consideration. Currently, there are two (2) applicants eligible for reappointment. The applicant names are as follows:

Reappointments

Brian DeMoss (Highland Beach Club)

Eric Goldenberg (Regency Highland)

As set forth in Sec. 2-99, in the Town's code, terms for all boards shall be three (3) years and no board member may serve more than two (2) consecutive terms on the same board without first taking a one-year hiatus from the board. Appointments for partial terms shall not count toward the two-term limit. Additionally, the Code Enforcement Officer reported no history of any code violations on all applicants.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Chairperson Vetting Memorandum and Brian DeMoss Application
Eric Goldenberg Application
Resolution No. 2022-009

RECOMMENDATION:

With the Commission consideration, Staff recommends the adoption of Resolution No. 2022-009 for applicants to serve terms as outlined in the resolution.



MEMORANDUM

TO: Lanelda Gaskins, MMC, Town Clerk

FROM: ERIC GOLDENBERG

DATE: 4/14/22

SUBJECT: Initial Vetting of Applicant: Brian Demoss

RECEIVED

APR 15 2022

Town of Highland Beach, FL
Town Clerk's Office

On 4/14/22 (date), I met with BRIAN DEMOSS (applicant's name) to discuss his/her community involvement, education, professional experiences and the positive impact he/she could bring to this Board for the betterment of the Highland Beach community.

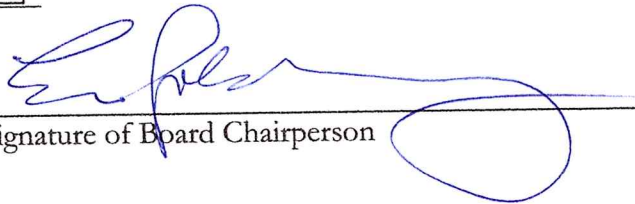
Detail Explanation:

He has been an active and vocal contributing participant in our board. I enthusiastically recommend him for reappointment.

Based upon my review of the Resume', the Board Application and the Interview today, my recommendation is as follows:

☒ For the Appointment of this Applicant

☐ Against the Appointment of this Applicant



Signature of Board Chairperson



Town of Highland Beach
Town Clerk's Office
3614 S. Ocean Boulevard
Highland Beach, Florida 33487
Phone: (561)278-4548 Fax: (561)265-3582

RECEIVED

MAR 25 2022

Town of Highland Beach, FL
Town Clerk's Office

BOARDS AND COMMITTEES APPLICATION

This information is for consideration of appointment to a Town Board. Please complete and return this form to the Town Clerk, along with your *resume and proof of residency such as a government issued identification or voter registration card.*

PLEASE NOTE: Florida Public Records Law is very broad. Documents relevant to town business is public records and is subject to public disclosure upon request. Your information provided within this application may therefore be subject to public disclosure.

NAME: Brian L. DeMoss PHONE: 561-221-5571

HOME ADDRESS: 4740 S Ocean Blvd APT. NO. 715

SUBDIVISION: Braemar Isle/Boca Highlands EMAIL ADDRESS: golfdemoss@aol.com

PLEASE SELECT THE BOARD(S) / COMMITTEE(S) ON WHICH YOU ARE INTERESTED IN SERVING IN NUMERICAL ORDER FROM 1 THROUGH 5, WITH 1 BEING YOUR FIRST CHOICE AND 5 THE LEAST CHOICE. (A description of the responsibilities of each Board is on the back of this application.)

<input type="checkbox"/> Board of Adjustment & Appeals	<input type="checkbox"/> Code Enforcement Board
<input type="checkbox"/> Financial Advisory Board	<input type="checkbox"/> Natural Resources Preservation Board
<input checked="" type="checkbox"/> Planning Board	<input type="checkbox"/> Other Board /Committee

PLEASE MARK YES OR NO FOR EACH OF THE FOLLOWING QUESTIONS:

Are you a resident of Highland Beach?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Are you a registered voter in Highland Beach/Palm Beach County, FL?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Are you currently serving on a Town Board?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Have you ever served on a Town Board/Committee?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
If so, please indicate the Board(s)/Committee(s) <u>Planning Board</u>	Date of Service: _____
Are you willing to attend monthly board meetings? In Person / Telecom	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Per Town Code of Ordinance, I understand any member absence from three (3) consecutive meetings will be considered as resignation from the board/committee.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Please list any special talent, qualification, education or professional experience that would contribute to your service on the Board/Committee you have selected?

I have over 30 years working with our military around the world, supplying them with goods and services. At any given time I supervised thousands of employees with sales of the company that was several billion dollars. In addition to that I planned for new construction or renovations to enhance the shopping environment of our customers. The key to our success was listening to our customer, employees and strategically planning for the future.

Please summarize your volunteer experience(s):

I have enjoyed being on the Planning Board of Highland Beach. I believe I have contributed to this Board and look forward to doing so for the next 3 years. In addition I'm also on the Board of our condo (Braemar Isle) and was recently reelected. We have some very challenging times for our condo but the goal is to enhance our beautiful develop.

Florida Law requires appointed members on the Planning and Board of Adjustment and Appeals Boards to file a Form 1 - Statement of Financial Interests Disclosure form on an annual basis.

Vetting by the Board Chairperson. The Chairperson of each Board shall interview the applicant and submit a memorandum of recommendation to the Town Clerk's Office 14 days prior to the Town Commission Workshop Meeting for final appointment.

Palm Beach County Commission on Ethics requires appointed members to take the Code of Ethics Training every two (2) years.

I hereby certify that the statements and answers provided are true and accurate to the best of my knowledge.


Signature of Applicant

March 24, 2023
Date

☐ Resume Attached.



RECEIVED
MAR 23 2022

Town of Highland Beach
Town Clerk's Office
3614 S. Ocean Boulevard
Highland Beach, Florida 33487
Phone: (561)278-4548 Fax: (561)265-3582

Town of Highland Beach, FL
Town Clerk's Office

BOARDS AND COMMITTEES APPLICATION

This information is for consideration of appointment to a Town Board. Please complete and return this form to the Town Clerk, along with your *resume and proof of residency such as a government issued identification or voter registration card.*

PLEASE NOTE: Florida Public Records Law is very broad. Documents relevant to town business is public records and is subject to public disclosure upon request. Your information provided within this application may therefore be subject to public disclosure.

NAME: ERIC GOLDENBERG PHONE: 610-613-2420

HOME ADDRESS: 3912 S. OCEAN BLVD. APT. NO. 1102

SUBDIVISION: HIGH RISE EMAIL ADDRESS: gldnbrg@gmail.com

PLEASE SELECT THE BOARD(S) / COMMITTEE(S) ON WHICH YOU ARE INTERESTED IN SERVING IN NUMERICAL ORDER FROM 1 THROUGH 5, WITH 1 BEING YOUR FIRST CHOICE AND 5 THE LEAST CHOICE. (A description of the responsibilities of each Board is on the back of this application.)

<input type="checkbox"/> Board of Adjustment & Appeals	<input type="checkbox"/> Code Enforcement Board
<input type="checkbox"/> Financial Advisory Board	<input type="checkbox"/> Natural Resources Preservation Board
<input checked="" type="checkbox"/> Planning Board	<input type="checkbox"/> Other Board /Committee

PLEASE MARK YES OR NO FOR EACH OF THE FOLLOWING QUESTIONS:

Are you a resident of Highland Beach?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Are you a registered voter in Highland Beach/Palm Beach County, FL?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Are you currently serving on a Town Board?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Have you ever served on a Town Board/Committee?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
If so, please indicate the Board(s)/Committee(s)? <u>planning board</u>	Date of Service: <u>6/2019</u>
Are you willing to attend monthly board meetings? In Person / Telecom	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Per Town Code of Ordinance, I understand any member absence from three (3) consecutive meetings will be considered as resignation from the board/committee.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Please list any special talent, qualification, education or professional experience that would contribute to your service on the Board/Committee you have selected?

Currently serving as Chairperson of the Planning Board.

Please summarize your volunteer experience(s):

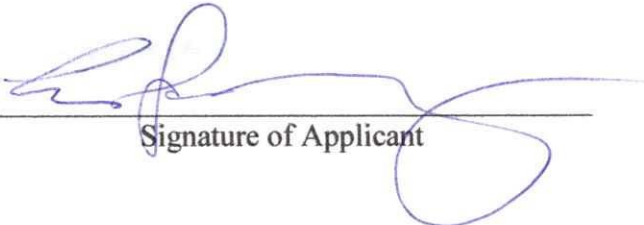
Worked with the members of the Planning Board for the past 2 & 1/2 years. We have made decision that we feel have protected our beautiful town and it's residents.

Florida Law requires appointed members on the Planning and Board of Adjustment and Appeals Boards to file a Form 1 - Statement of Financial Interests Disclosure form on an annual basis.

Vetting by the Board Chairperson. The Chairperson of each Board shall interview the applicant and submit a memorandum of recommendation to the Town Clerk's Office 14 days prior to the Town Commission Workshop Meeting for final appointment.

Palm Beach County Commission on Ethics requires appointed members to take the Code of Ethics Training every two (2) years.

I hereby certify that the statements and answers provided are true and accurate to the best of my knowledge.



Signature of Applicant

3/22/2022

Date

☐ Resume Attached.



RESOLUTION NO. 2022-009

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, RATIFYING THE SELECTION, APPOINTMENT AND TERM OF OFFICE OF MEMBERS OF THE PLANNING BOARD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 20, Article II, Sec. 20-26 of the Town's Code of Ordinances establishes the Planning Board and governs the membership, qualification, function, and rules of the Planning Board; and

WHEREAS, these provisions of the Code establish the selection, appointment, and term of office of members of the Planning Board; and

WHEREAS, on June 04, 2019 board member Brian DeMoss was appointed by Town Commission to fill a full three-year term ending June 04, 2022, and is eligible for reappointment for a three-year term; and

WHEREAS, on June 04, 2019 board member Eric Goldenberg was appointed by Town Commission to fill a full three-year term ending June 04, 2022, and is eligible for reappointment for a three-year term; and

WHEREAS, pursuant to Sec. 2-99 (1)(a) of the Town's Code of Ordinances, the chairperson of each board shall interview applicants for the board and provide a recommendation to the town commission; and

WHEREAS, the chairperson of the Planning Board interviewed Mr. DeMoss and recommends that the Town Commission reappoint the applicant to the Board; and

WHEREAS, Mr. Goldenberg currently serves as the Chairperson of the Planning Board and town staff recommends that the Town Commission reappoint Mr. Goldenberg to the Board, and

WHEREAS, Town residents interested in serving on or continuing to serve on the Planning Board have submitted a board application for the Town Commission's consideration.

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

Section 1. The foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the Town Commission.

Section 2. Consistent with the Town's Code of Ordinances, the Town Commission have selected two (2) members to serve on the Planning Board for a three-year term as follows:

Board Member	<u>Brian DeMoss</u>	Term expires June 04, 2025
Board Member	Eric Goldenberg	Term expires June 04, 2025

Section 3. This Resolution shall become effective upon adoption.

DONE AND ADOPTED by the Town Commission of the Town of Highland Beach, Florida, this
17th day of **May** 2022.

ATTEST:

Douglas Hillman, Mayor

**REVIEWED FOR LEGAL
SUFFICIENCY**

Lanelda Gaskins, MMC
Town Clerk

Glen Torcivia, Town Attorney
Town of Highland Beach

VOTES:

YES NO

Mayor Douglas Hillman
Vice Mayor Natasha Moore
Commissioner Peggy Gossett-Seidman
Commissioner Evalyn David
Commissioner John Shoemaker

MOTION by

File Attachments for Item:

B. Resolution No. 2022-010

A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Code Enforcement Board; and providing for an effective date.



TOWN OF HIGHLAND BEACH

AGENDA MEMORANDUM

MEETING TYPE: Commission Meeting

MEETING DATE May 17, 2022

SUBMITTED BY: Lanelda Gaskins, Town Clerk

SUBJECT: Resolution No. 2022-010

A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Code Enforcement Board; and providing for an effective date.

SUMMARY:

Consideration of Resolution No. 2022-010 ratifying the selection, appointments, and term of office of members of the Code Enforcement Board; and providing for an effective date.

The Town Clerk's Office received one (1) board application for Town Commission consideration. Currently, there is one applicant eligible for reappointment. The applicant name is as follows:

Reappointments

Michael Cherbini (Toscano South)

Michael Cherbini has served as a member on the Code Enforcement Board, and is seeking to serve a full three-year term, ending May 30, 2025.

As set forth in Sec. 2-99, in the Town's code, terms for all boards shall be three (3) years and no board member may serve more than two (2) consecutive terms on the same board without first taking a one-year hiatus from the board. Appointments for partial terms shall not count toward the two-term limit. It should be noted that on February 04, 2020 Town Commission appointed Michael Cherbini as a member to the Code Enforcement Board to serve an unexpired term ending May 30, 2022.

Additionally, in accordance with Resolution 19-029, the Highland Beach Police Department (HBPD) reported preliminary background checks on all applicants to the Town Clerk's Office. The background check results disclosed there were no objectionable findings. Also, the Code Enforcement Officer reported no history of any code violations on all applicants.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Chairperson Vetting Memorandum and Michael Cherbini Application
Resolution No. 2022-010

RECOMMENDATION:

With the Commission consideration, Staff recommends the adoption of Resolution No. 2022-010 for applicants to serve terms as outlined in the resolution.



MEMORANDUM

TO: Lanelda Gaskins, MMC, Town Clerk

RECEIVED

FROM: Myles Schlam

MAY 10 2022

DATE: 5/10/22

Town of Highland Beach, FL
Town Clerk's Office

SUBJECT: Initial Vetting of Applicant:

On 5/10/22 (date), I met with Michael Chertin (applicant's name) to discuss his/her community involvement, education, professional experiences and the positive impact he/she could bring to this Board for the betterment of the Highland Beach community.

Detail Explanation:

He's been serving on CED since 19 - No issues except possibly the fact that he is out of town 5 mos per year & can only attend meeting via Zoom.

Based upon my review of the Resume', the Board Application and the Interview today, my recommendation is as follows:



For the Appointment of this Applicant



Against the Appointment of this Applicant

Signature of Board Chairperson



Town of Highland Beach
Town Clerk's Office
3614 S. Ocean Boulevard
Highland Beach, Florida 33487
Phone: (561)278-4548 Fax: (561)265-3582

RECEIVED

APR 05 2022

Town of Highland Beach, FL
Town Clerk's Office

BOARDS AND COMMITTEES APPLICATION

This information is for consideration of appointment to a Town Board. Please complete and return this form to the Town Clerk, along with your *resume and proof of residency such as a government issued identification or voter registration card.*

PLEASE NOTE: Florida Public Records Law is very broad. Documents relevant to town business is public records and is subject to public disclosure upon request. Your information provided within this application may therefore be subject to public disclosure.

NAME: MICHAEL R CHERBINI PHONE: 631-379-0012 CELL

HOME ADDRESS: 3740 S. OCEAN BLVD. APT. NO. 1102

SUBDIVISION: TO SCIANA EMAIL ADDRESS: MCHERBINI@VERIZON.NET

PLEASE SELECT THE BOARD(S) / COMMITTEE(S) ON WHICH YOU ARE INTERESTED IN SERVING IN NUMERICAL ORDER FROM 1 THROUGH 5, WITH 1 BEING YOUR FIRST CHOICE AND 5 THE LEAST CHOICE. (A description of the responsibilities of each Board is on the back of this application.)

☐ Board of Adjustment & Appeals

☒ Code Enforcement Board

☐ Financial Advisory Board

☐ Natural Resources Preservation Board

☐ Planning Board

☐ Other Board /Committee

PLEASE MARK YES OR NO FOR EACH OF THE FOLLOWING QUESTIONS:

Are you a resident of Highland Beach? Yes ☒ No ☐

Are you a registered voter in Highland Beach/Palm Beach County, FL? Yes ☒ No ☐

Are you currently serving on a Town Board? Yes ☒ No ☐

Have you ever served on a Town Board/Committee? Yes ☒ No ☐

If so, please indicate the Board(s)/Committee(s)? CEB Date of Service:

Are you willing to attend monthly board meetings? In Person / Telecom Yes ☒ No ☐

Per Town Code of Ordinance, I understand any member absence from three (3) consecutive meetings will be considered as resignation from the board/committee. Yes ☒ No ☐

Please list any special talent, qualification, education or professional experience that would contribute to your service on the Board/Committee you have selected?

CURRENT MEMBER

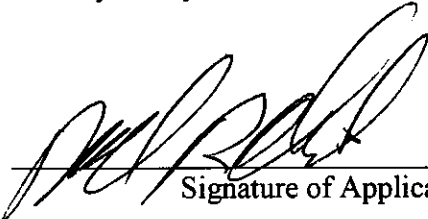
Please summarize your volunteer experience(s):

Florida Law requires appointed members on the Planning and Board of Adjustment and Appeals Boards to file a Form 1 - Statement of Financial Interests Disclosure form on an annual basis.

Vetting by the Board Chairperson. The Chairperson of each Board shall interview the applicant and submit a memorandum of recommendation to the Town Clerk's Office 14 days prior to the Town Commission Workshop Meeting for final appointment.

Palm Beach County Commission on Ethics requires appointed members to take the Code of Ethics Training every two (2) years.

I hereby certify that the statements and answers provided are true and accurate to the best of my knowledge.


Signature of Applicant

3/5/2022
Date

☐ Resume Attached.



RESOLUTION NO. 2022-010

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, RATIFYING THE SELECTION, APPOINTMENTS AND TERM OF OFFICE OF MEMBERS OF THE CODE ENFORCEMENT BOARD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 2, Article V, Division 2, Sec. 2-113 of the Town's Code of Ordinances establishes the Code Enforcement Board and governs the membership, qualification, function, and rules of the Code Enforcement Board; and

WHEREAS, these provisions of the Code establish the selection, appointment, and terms of office of members of the Code Enforcement Board; and

WHEREAS, on February 04, 2020 board member Michael Cherbini was appointed by Town Commission to fill an unexpired term ending May 30, 2022, and is eligible for reappointment for a three-year term; and

WHEREAS, pursuant to Sec. 2-99(1)(a) of the Town's Code of Ordinances, the chairperson of each board shall interview applicants for the board and provide a recommendation to the Town Commission; and

WHEREAS, the chairperson of the Code Enforcement Board interviewed Mr. Cherbini and recommends that the Town Commission appoint one applicant to the Board; and

WHEREAS, Town resident interested in serving on or continuing to serve on the Code Enforcement Board has submitted a board application for the Town Commission's consideration.

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

Section 1. The foregoing “WHEREAS” clauses are true and correct and hereby ratified and confirmed by the Town Commission.

Section 2. Consistent with the Town’s Code of Ordinances, a member has been selected by the Town Commission to serve on the Code Enforcement Board for a three-year term as follows:

Board Member Michael Cherbini Term expires May 30, 2025

Section 3. This Resolution shall become effective upon adoption.

DONE AND ADOPTED by the Town Commission of the Town of Highland Beach, Florida,
this **17th** day of **May** 2022.

ATTEST:

Douglas Hillman, Mayor

**REVIEWED FOR LEGAL
SUFFICIENCY**

Lanelda Gaskins, MMC
Town Clerk

Glen Torcivia, Town Attorney
Town of Highland Beach

VOTES:

YES NO

Mayor Douglas Hillman

X

Vice Mayor Natasha Moore

X

Commissioner Peggy Gossett-Seidman

X

Commissioner Evalyn David

X

Commissioner John Shoemaker

X

MOTION by

File Attachments for Item:

B. A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, ADOPTING A SCHEDULE OF FEES FOR THE FIRE RESCUE DEPARTMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting

MEETING DATE *May 17, 2022*

SUBMITTED BY: Terisha Cuebas, Town's Manager's Office

SUBJECT: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, ADOPTING A SCHEDULE OF FEES FOR THE FIRE RESCUE DEPARTMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUMMARY:

In anticipation for the submission of the Certificate of Public Convenience and Necessity (COPCN), the Town must adopt fees related to the Fire Rescue Department. The fees will go into effect as of May 1, 2024, once the Highland Beach Fire Department is live.

At the April 19, 2022, Commission meeting, the Commission discussed the proposed fees and had no changes. The resolution is before the Commission for formal adoption.

FISCAL IMPACT:

TBD

ATTACHMENTS:

Resolution 2022-011

Schedule of Fees for Fire Rescue Department "Exhibit A"

RECOMMENDATION:

Commission approval.



RESOLUTION NO. 2022-011

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, ADOPTING A SCHEDULE OF FEES FOR THE FIRE RESCUE DEPARTMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Highland Beach (“Town”) has created a Fire Rescue Department (“Department”); and

WHEREAS, in addition to fire suppression services, the Department shall be responsible for providing emergency rescue services, performing fire safety inspections and conducting construction plan review, and the Town Commission wishes to establish a reasonable fee schedule for these and other services performed by the Department; and

WHEREAS, the Town Commission determines that the adoption of a Schedule of Fees for the Fire Rescue Department is in the interests of the public health, safety and welfare.

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 ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town hereby adopts a Schedule of Fees for the Fire Rescue Department, attached hereto as **Exhibit “A”** and incorporated herein by reference, to be effective as of the date the Fire Rescue Department commences fire rescue services within the Town’s corporate limits.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Section 4. If any provision of this Resolution or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of this Resolution which can be given effect without the invalid provision or application and to this end the provisions of this Resolution are declared severable.

Section 5. This Resolution shall become effective upon approval by Town Commission.

DONE AND ADOPTED by the Town Commission of the Town of Highland Beach, Florida, this
17th day of May, 2022.

ATTEST:

Douglas Hillman, Mayor

**REVIEWED FOR LEGAL
SUFFICIENCY**

Lanelda Gaskins, MMC
Town Clerk

Glen Torcivia, Town Attorney
Town of Highland Beach

VOTES:

YES NO

Mayor Douglas Hillman
Vice Mayor Natasha Moore
Commissioner Peggy Gossett-Seidman
Commissioner Evalyn David
Commissioner John Shoemaker

EXHIBIT “A”

TOWN OF HIGHLAND BEACH
SCHEDULE OF FEES

EFFECTIVE 05/01/2024 – 09/30/2024

May go into effect earlier if Fire Rescue Department goes live prior to May, 1 2024.

IV. EMERGENCY MEDICAL SERVICES TRANSPORT FEES

a. Basic Life Support	\$650.00
b. Advanced Life Support 1	\$685.00
c. Advanced Life Support 2	\$770.00
d. Mileage	\$12.00

V. SCHEDULE OF FIRE INSPECTIONS

a. Ambulatory Health Care	Annual
b. Apartments/Condominiums (3-6 units with common area) No fire protection equipment systems	Annual
c. Apartments/Condominiums (3-6 units without common area) No fire protection equipment systems	Annual
d. Apartments/Condominiums (7 units or more)	Annual
e. Apartments/Condominiums with Fire Protection Equipment Systems	Annual
f. Assembly/Restaurants	Annual
g. Business – Shell	Annual
h. Emergency Vehicle Zone	One-time fee
i. Fire Pump Inspection	Annual
j. Gate Inspections per access point	Annual
k. Hotel Dormitories	Annual
l. Lodging or Rooming Houses	Annual
m. Special Event Inspection	As needed
n. Special Inspections	As needed
o. Special Property Use	Annual
p. Storage/Parking	Annual

VI. EXISTING STRUCTURE FEES

a. Temporary Structures (Tents)	\$150.00
b. Flow Test	\$350.00
c. Bonfire Permit (Beach)	\$300.00
d. Pyrotechnics/Fireworks	\$250.00
e. Fire Watch	\$125.00 per hour (min 4 hours min fee \$500)
f. Special Event	\$150 per hour (2-hour min) \$50.00 per hour over 2 hours
g. Serve Cart	\$40 hr. per person (2 ppl min) 3 hr. min
h. False Alarms	4 th false alarm fiscal year \$75R-\$200C 5 th false alarm fiscal year \$100R--\$500C

6th false alarm fiscal year \$150R-\$750C
7th false alarm fiscal year \$200R-\$1000C

- | | |
|-----------------------------|---------|
| i. Alarm Registration | \$35.00 |
| j. Renewals/Updates | \$10.00 |
| k. Alarm Failure to Respond | \$50.00 |
| l. Alarm Failure to Notify | \$50.00 |

VII. CONSTRUCTION FEES

- | | |
|--|--|
| a. Inspection & Plans (New Construction Only) | \$250.00 + \$0.06 per sq. ft |
| b. Fire Detection & Annunciation Systems | \$300.00 ea. device > 100
100 < \$2.50 ea. device |
| c. Fixed Fire Suppression Systems | 1-20 heads = \$250.00
Over 20 = \$0.75 per head |
| d. Hazardous, Flammable or Exp. Materials | \$35.00 |
| e. Work commencing prior to plan review/approval | 2.5 times permit fees |
| f. All Inspections | \$125.00 per visit per hour
(min. 1 hour) |

File Attachments for Item:

C. Discussion on the recommendation from the Financial Advisory Board (FAB) for the Request for Proposals (RFP) related to the Bank Loan for the Fire Rescue Department



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting

MEETING DATE *May 17, 2022*

SUBMITTED BY: Terisha Cuebas, Town's Manager's Office

SUBJECT: Discussion on the recommendation from the Financial Advisory Board (FAB) for the Request for Proposals (RFP) related to the Bank Loan for the Fire Rescue Department

SUMMARY:

At the May 9, 2022 FAB meeting, the Board reviewed the submitted proposals with the Town's Financial Advisor, Ford & Associates. Based upon the discussion it was the recommendation of the Board to award the RFP for the bank loan to Webster Bank, contingent upon them holding the rates that were included in the proposal.

Following the FAB meeting, Webster Bank confirmed they will hold the rates that are included in the proposal.

FISCAL IMPACT:

TBD

ATTACHMENTS:

Summary of Proposals & Advisor Recommendations

RECOMMENDATION:

Commission discussion.

Summary of Proposals & Advisor Recommendations

Date: May 5, 2022

From: Ford & Associates, Inc. ("Ford & Associates")

To: Town of Highland Beach, Florida (the "Town")

Attn: Town Commission, Town Manager, and Financial Advisory Board

Background. In connection with its plans to construct a new fire station, on April 8, 2022, the Town published a Request for Proposals for a tax-exempt bank loan in the amount of approximately \$5,050,000 (the "Note"). The Town requested that lenders provide proposals for a fixed-rate loan with semiannual principal and interest payments with an initial payment date of September 30, 2022 and a final maturity date of March 30, 2032. In addition, lenders were encouraged to provide a "drawdown" structure that would allow the Town to borrow the total loan amount over time and thereby reduce interest expense during the construction period.

Summary of Recommendation(s). Ford & Associates recommends that the Town select the proposals from either Synovus Bank (Option A) or Webster Bank.

Proposals Received. The Town received proposals from the following eleven (11) lenders:

BciCapital, Inc.	PNC Bank, N.A.
First Internet Public Finance Corp.	Signature Public Funding Corp.
Huntington Public Capital Corporation	Synovus Bank
JPMorgan Chase Bank, NA	Truist Bank
Key Government Finance, Inc.	Webster Bank
Pinnacle Public Finance, Inc.	

Three proposals include multiple structures, giving the Town a total of 16 options from which to choose. 14 are traditional, fixed-rate structures that would fully fund upon closing. Two banks proposed "drawdown" structures. Synovus Bank's Option A structure offers a fixed rate that would allow for drawdown of proceeds over 12 months. PNC Bank, N.A.'s Option 3 structure offers a 2-year drawdown period at a variable interest rate, after which the Note would convert to an 8-year fixed rate according to prevailing Treasury rates at the time of the conversion. All proposals are attached to this memorandum.

Evaluation Methodology. Multiple elements should be considered in determining the best proposal(s) received by the Town, not all of which can be quantified and some of which must be assessed according to the Town's structural preferences and risk tolerance. Selection of a "best" proposal may require accepting some second- or third-best categorical elements in favor of a comprehensively superior structure. We have taken in account the cost of each proposed structure (whether indicative or firm), as well as the financial terms and conditions offered by each lender. When analyzing multiple options, as is the case here, we find that gradually eliminating proposals/structures on the basis of relative disadvantages can be highly efficient.

Additionally, it is our understanding that the Town would like the ability to prepay the Note prior to its stated maturity, if financially feasible. We therefore placed greater emphasis on prepayment options than we might have for a similar transaction absent the expectation of prepayment.

Initial Elimination of Proposals/Structures. Based on discussion at the Town's Commission meeting on April 5, 2022, we understand the Commission is opposed to the risks associated with variable interest rates. PNC Bank, N.A.'s proposed Option 3 structure would bear a variable interest rate for 2 years, then would formulaically establish a long-term fixed rate according to future US Treasury yields. This structure presents the type of risk the Commission wishes to avoid; we therefore excluded it from further consideration.

PNC Bank, N.A.'s Option 2 fixed-rate structure delays principal amortization for the estimated construction period, with interest-only payments until September 30, 2024. This increases the average life of the Note and is therefore offered at a slightly higher interest rate than the fully amortizing Option 1 structure. Delaying principal payments and incurring a higher interest rate both conflict with the Town's stated desire to efficiently repay (and prepay) the Note. We excluded this structure from further consideration.

Similarly, JPMorgan Chase Bank, NA's Option A offers a low-cost structure but lacks any provision for optional prepayment. This conflicts with the Town's stated goal/intention of paying (and prepaying) the Note as quickly as feasible; we therefore excluded this structure from further consideration.

Proposal Cost Comparison. Using the interest rate and up-fronts costs applicable to the remaining proposed structures, we calculated the estimated All-In True Interest Cost and average annual debt service obligation for the remaining structures as summarized in the table below. All-In True Interest Cost is the discount rate at which future debt service payments are equal to the value of the project funds generated. In other words, this represents the Town's cost of capital for each structure. Figures for Synovus Bank's Option A drawdown structure are depicted as maximum and minimum values. The actual cost of the drawdown structure would be determined by the timing and amount of the Town's draws, which it is not yet feasible to estimate.

Lender / Structure	All-In TIC	Annual Debt Service	Notes
PNC Bank, N.A. (Option 1)	2.751%	\$ 582,423	Indicative rate; set 2 days prior to close
Webster Bank	3.085%	\$ 591,875	Firm rate proposal
JPMorgan Chase Bank, NA (Option B)	3.095%	\$ 592,261	Indicative rate; set upon acceptance
JPMorgan Chase Bank, NA (Option C)	3.216%	\$ 595,707	Indicative rate; set upon acceptance
BciCapital, Inc.	3.235%	\$ 596,210	Rate firm until 5/2/2022
Truist Bank	3.276%	\$ 597,452	Firm rate proposal
Key Government Finance, Inc.	3.342%	\$ 599,272	Indicative rate; set upon acceptance
Pinnacle Public Finance, Inc.	3.346%	\$ 599,484	Firm rate proposal
Signature Public Funding Corp.	3.374%	\$ 600,222	Firm rate proposal
Synovus Bank (Option B)	3.477%	\$ 603,281	Firm rate proposal
Huntington Public Capital Corporation	3.617%	\$ 607,281	Proposal expires 5/5/2022
First Internet Public Finance Corp.	3.874%	\$ 614,842	Firm rate proposal
Synovus Bank (Option A/drawdown)	2.871% (min) 3.497% (max)	\$ 594,606 (min) \$ 603,856 (max)	Firm rate proposal

Importantly, the interest rates proposed by JPMorgan Chase Bank, NA; Key Government Finance, Inc.; and PNC Bank, N.A. are indicative. The rates proposed by BciCapital, Inc. and Huntington Public Capital Corporation will expire prior to the Financial Advisory Board's meeting on May 9th and should also be treated

as indicative. As of the date of this memo, market interest rates increased since proposals were received on April 28th, which should increase the cost of proposals with indicative rates nominally and relatively to proposals offering “firm” rates.

The proposals from PNC Bank, N.A. (Option 1, indicative), Webster Bank (firm), and JPMorgan Chase Bank, NA (Options B and C, indicative) offer the lowest known borrowing cost. Synovus Bank’s Option A drawdown structure must be included among the low-cost grouping, though the amount and timing of the Town’s draws would ultimately determine whether it provides a cost of capital competitive with the other structures. Additionally, while the Town may generate interest by investing proceeds of the Note until needed under one of the traditional structures, no such investment is possible under the drawdown structure.

Prepayment Flexibility. The Town’s proposals contain a variety of prepayment options that would provide varying levels of financial flexibility. Several proposals allow for a prepayment in full but do not allow for partial prepayments; other proposals allow for partial prepayments that are limited in frequency or subject to minimum amounts. The following table depicts prepayment provisions for the structures discussed above.

Lender / Structure	Prepayment Provisions
PNC Bank, N.A. (Option 1)	Prepay anytime @ make-whole price (in whole or in part) (make-whole penalty increases as rates fall)
Webster Bank	No prepayment through Year 3 (pre-5/20/2025) 1% penalty years 4 and 5 (5/20/2025 - 5/19/2027) Thereafter prepayable w/out penalty (in whole) Partial prepayment once per year w/ \$300k minimum (PD)
JPMorgan Chase Bank, NA (Option B)	Prepay w/out penalty 9/30/2027 (in whole) Partial prepayment possible; no details provided
JPMorgan Chase Bank, NA (Option C)	Prepay w/out penalty 9/30/2025 (in whole) Partial prepayment possible; no details provided
BciCapital, Inc.	Subject to mutual agreement (negotiation)
Truist Bank	Prepayable anytime w/out penalty (in whole) No partial prepayment
Key Government Finance, Inc.	Prepayable anytime w/out penalty (in whole) Partial prepayment subject to request
Pinnacle Public Finance, Inc.	Prepay w/out penalty 3/30/2027 (in whole) Partial prepayment once per year w/ \$250k minimum
Signature Public Funding Corp.	Prepayable anytime w/out penalty (in whole); Partial prepayment once per year w/ \$500k minimum
Synovus Bank (Option B)	Prepay w/ 2% penalty through Year 3 (pre-5/20/2025) Thereafter prepayable w/out penalty (in whole or in part)
Huntington Public Capital Corporation	Prepay w/out penalty 9/30/2029 (in whole) No partial prepayment
First Internet Public Finance Corp.	Prepay w/out penalty 3/30/2027 (in whole) Partial prepayment w/ \$100k minimum
Synovus Bank (Option A/drawdown)	Prepay w/ 2% penalty through Year 3 (pre-5/20/2025) Thereafter prepayable w/out penalty (in whole or in part)

Elimination Based on Cost and Prepayment Flexibility. In our opinion, the balance of cost advantage and varying prepayment flexibility offered by PNC Bank, N.A. (Option 1) and Webster Bank is sufficient to warrant eliminating all other traditional fixed-rate structures. Depending on the timing and amount of draws, Synovus Bank's Option A drawdown structure may offer a highly cost-competitive structure to the Town. Additionally, the prepayment provisions contained in the Synovus Bank proposal are similar to those offered by Webster Bank.

While the estimated borrowing cost of PNC Bank, N.A. (Option 1) is the lowest of all proposals received, the interest rate is indicative. Since April 28th, the 5-year US Treasury yield has risen by roughly 0.20% and we should expect an increase in PNC Bank, N.A.'s rate, as well. This movement will at least partially mitigate that proposal's relative cost advantage. This being the case, we believe the traditional fixed-rate structure offered by Webster Bank is the more prudent choice given the Town's focus on early prepayment of the Note.

Other Proposal Considerations. Certain proposals contain elements that may be of note to the Financial Advisory Board, the Commission, or Town staff. The proposal from JPMorgan Chase Bank, NA stipulates that, in addition to providing the bank with its audited financial statements and budget, the Town must provide any operating disclosures filed pursuant to SEC Rule 15c2-12. While this provision would only apply if the Town were to issue debt via public offering during the life of the Note, it is a provision that should be noted by staff so that it is not forgotten in that seemingly unlikely scenario.

The proposal from Pinnacle Public Finance, Inc. requires the Town to place proceeds of the Note into a segregated account of the Town's choice. This requirement would benefit the Town over time as it makes recordkeeping and reporting much easier than if the proceeds were placed into a fund with other monies of the Town. The Town should consider this course of action regardless of its chosen lender.

The proposal from Signature Public Finance Corp. contains an errant reference to a CRA which is not applicable to the Town's financing and should be ignored.

While some of the Town's proposals were much more comprehensive than others, we found no other provisions in the proposals that we believe in and of themselves were materially better or worse. We acknowledge that less detailed proposals can lead to a more difficult document finalization process.

Recommendation(s). Considering the estimated overall cost of each structure, the prepayment flexibility afforded by each, and a review of the terms and conditions stipulated in each proposal, we believe the Financial Advisory Board and Commission should select the proposal from Webster Bank or the drawdown structure proposed by Synovus Bank (Option A).

It is our pleasure to serve the Town in address its financing needs. If you have any questions about our recommendations or the proposals received, please let us know.

Thank you,

Jonathan W. Ford
Ford & Associates, Inc.

Exhibit 1:

Request for Proposals: Tax-Exempt Bank Loan

Request for Proposals: Tax-Exempt Bank Loan

\$5,050,000*

Town of Highland Beach, Florida

Non-Ad Valorem Revenue Note, Series 2022



The Town of Highland Beach, Florida (the "Town") is seeking proposals from qualified financial institutions (each, a "Lender") to provide a direct loan to the Town in the form of a Non-Ad Valorem Revenue Note, Series 2022 (the "2022 Note"). The Town is seeking the 2022 Note to finance the construction of a new fire station and related appurtenances in the Town (the "Project"), as well as to pay transaction costs related to the 2022 Note.

Proposal Submission

Lenders should submit proposals to the Town and the Town's Municipal Advisor on or before **3:00PM Eastern on April 28, 2022**. Proposals should be submitted in searchable, PDF format via email to the following individuals:

Marshall Labadie

Town Manager

mlabadie@highlandbeach.us

Jon Ford

Ford & Associates, Inc.

jonford@fordassocinc.com

It is the Lender's responsibility to confirm timely receipt of electronic submittals. Any dispute over the timeliness of receipt shall be resolved against the proposing Lender.

Tax Exempt, Bank Qualified

Interest on the 2022 Note will be exempt from Federal income taxes. The 2022 Note will be designated as a qualified tax-exempt obligation under Section 265(b)(3) of the Internal Revenue Code, as amended.

Security / Source of Repayment

The 2022 Note is not subject to annual appropriation. The 2022 Note and interest thereon will be payable solely from and secured by a covenant to budget and appropriate legally available non-ad valorem revenues, subject to customary caveats. Please refer to the Draft Loan Agreement in Exhibit C.

Loan Structure / Interest Calculation

The Town wishes to evaluate two fixed-rate loan structures and Lenders are encouraged to provide pricing for both. Lenders shall not be penalized, however, for providing a response for a single structure.

Under the "Traditional Fixed-Rate Loan" structure, all loan proceeds are wired to the Town on the date of closing. Under the "Drawdown Fixed-Rate Loan" structure, loan proceeds will be drawn throughout the construction period of the Project. The Town does not have an established construction draw schedule at this time.

Structure 1: Traditional Fixed-Rate Loan

Estimated Loan Amount	\$5,050,000 (\$5,000,000 Project Funds + \$50,000 Transaction Costs)
Anticipated Closing Date	May 20, 2022 (anticipated)
Principal Draws	Loan Proceeds fully transferred at closing
Expected Final Maturity	March 30, 2032 (9.86 years) (estimated; subject to adjustment)
Principal & Interest	Semiannual Payments; March 30 th and September 30 th (preferred)
Interest Day Count	30/360 unless otherwise specified
Principal Amortization	Level Debt Service; See <u>Exhibit A</u>

Structure 2: Drawdown Fixed-Rate Loan

Estimated Loan Amount	\$5,050,000 (\$5,000,000 Project Funds + \$50,000 Transaction Costs)
Anticipated Closing Date	May 20, 2022 (anticipated)
Principal Draws	Loan Proceeds to be drawn as needed throughout construction period
Expected Final Maturity	March 30, 2032 (9.86 years) (estimated; subject to adjustment)
Principal & Interest	Semiannual Payments; March 30 th and September 30 th (preferred)
Interest Day Count	30/360 unless otherwise specified
Principal Amortization	Level Debt Service based on total draws

Anticipated Financing Schedule (preliminary; subject to change)

04/08/2022	RFP Distribution
04/20/2022	Deadline for Questions Regarding RFP
04/28/2022	Proposals due from Lenders
05/04/2022	Town Financial Advisory Board Meeting; Selection of Winning Proposal
05/12/2022	Documentation Deadline for Commission Meeting
05/17/2022	Commission Meeting followed by Pre-Closing if approved
05/20/2022	Closing

Town Representation

General Counsel	Torcivia, Donlon, Goddeau & Rubin, P.A.
Bond/Note Counsel	Greenspoon Marder LLP
Municipal Advisor	Ford & Associates, Inc.

The 2022 Note will be a direct bank loan and the Town is not preparing any disclosure information. Ford & Associates, Inc. is serving in the sole capacity of municipal advisor to the Town and not as a placement agent for the 2022 Note.

Cone of Silence

Communication regarding this RFP shall be limited to the submission of questions as described herein. Other than questions submitted via email to the individuals listed below, Lenders shall not contact or otherwise discuss this RFP with employees, officers, or agents of the Town, nor its advisors or counsels unless contacted by the same in

response to a question submitted via email as described below. Any attempts to influence the outcome of the Town's evaluation will result in rejection of that firm's proposal.

Questions

Any questions concerning this RFP should be submitted to the Town and the Town's Municipal Advisor no later than April 20, 2022 via email to the following individuals:

Marshall Labadie	Town Manager	mlabadie@highlandbeach.us
Jon Ford	Ford & Associates, Inc.	jonford@fordassocinc.com

Audited Financial Statements and Budget Documents

The Town's annual budgets and audited financial statements may be accessed at:

<https://highlandbeach.us/departments/finance-department/>

Proposal Requirements

Lenders should, at minimum, include the following in their proposals:

1. **Required Forms.** Proposals must be accompanied by executed copies of forms found in Exhibit B. The Town cannot accept digital signatures or electronic notarization.
2. **Interest Rate.** Lenders must provide a fixed interest rate as part of the proposal and indicate how long the proposed rate will be held. If the interest rate is proposed as indicative, the Lender must state whether the if and how the rate might be locked. Lenders are requested to hold their rates through May 31, 2022. Lenders who agree to hold their proposed interest rate constant from the due date to the closing date will be viewed more favorably than Lenders proposing rates subject to change. Lenders may provide rates on a Bank Qualified or Non-Bank Qualified basis.
3. **Closing Costs.** The Lender must include all costs, fees, and expenses of the Lender, including any related to its counsel, to be paid by the Town upon closing of the 2022 Note. Such figures should be quoted on a not-to-exceed basis and will be used in calculating the overall cost of the proposal.
4. **Prepayment Provisions.** The Lender must specify whether the 2022 Note is subject to prepayment at the option of the Town and, if so, the terms of such prepayment. Inexpensive and early optional prepayment will be considered more favorable to the Town.
5. **Material Changes to Draft Loan Agreement.** The Lender should review the Draft Loan Agreement found in and provide as part of their proposal any material changes the Lender would require.
6. **Truth-In-Bonding Statement.** The successful Lender shall be required to provide the Town with truth-in-bonding statement as provided herein.

Other Information

The Town reserves the right to accept or reject any or all responses submitted and to waive informalities and minor irregularities in any response reviewed and to request resubmission. The Town reserves the right to negotiate all aspects of any proposal. The Town reserves the right to award the financing to the Lender who provides the response and a resulting negotiated agreement which is most advantageous to the Town as determined by the Town in its sole and absolute discretion.

Lenders should include all material terms and conditions as part of their response. The Town will not accept provisions that could result in an increase to the stated interest rate resulting from events or circumstances outside of the Town's control. The Town cannot accept provisions that are legally problematic under Federal or

Florida law, nor any provisions that could adversely impact (or create the appearance of an adverse impact on) other debtholders. Such provisions include, but are not limited to, acceleration of principal, cross-default, and yield maintenance provisions not limited in scope and/or linked to factors outside the control of the Town.

All costs of responding to this RFP are the responsibility of each Lender and may not be charged to the Town, either directly or indirectly. All fees and expenses, including legal fees of each Lender, are on a contingency basis and shall only be paid if and when the financing closes. Any dispute concerning the timeliness of a response shall be resolved against the Lender.

All applicable laws and regulations of the State of Florida and policies and resolutions of the Town will apply to any resulting agreement.

Prior to any closing of the 2022 Note, the Lender selected by the Town must provide the Town with a disclosure statement containing the information required by Section 218.385(6), Florida Statutes and a Truth-In-Bonding Statement pursuant to Section 218.385(2), Florida Statutes.

Truth-in-Bonding Statement

The Lender selected by the Town shall be required to make certain certifications at closing, including certificates necessary for Note Counsel to deliver their opinion, and to the effect of the following:

- We are engaged in the business of entering into transactions similar to the 2022 Note.
- We are purchasing the 2022 Note for our own account (or the account (s) of our banking affiliates) for investment purposes and not for resale; provided, however, that subject to our compliance with federal and state securities laws applicable to us and the transfer restrictions set forth in the 2022 Note, we reserve the right to transfer the 2022 Note or any part thereof or interest therein at any time in our sole discretion. The interest rate represented by the 2022 Note was negotiated pursuant to an arms-length transaction. The full principal amount represented by the 2022 Note will be advanced by the Lender on this date to the Town.
- We are a [bank/bank subsidiary] and we have sufficient knowledge and experience in financial and business matters, including the purchase and ownership of tax-exempt obligations, to be capable of evaluating the merits and risks of our investment in the 2022 Note.
- We are able to bear the economic risk of our investment in the 2022 Note.
- We understand, acknowledge, and agree that the 2022 Note has not been and will not be registered under the 1933 Act or the securities or Blue Sky laws of any state and are not listed on any stock or securities exchange.
- We understand that no offering statement, prospectus, offering circular, official statement or other disclosure document containing material information with respect to the Town or the 2022 Note is being or has been prepared, and that, with due diligence, we have made our own inquiry and analysis with respect to the Town, the 2022 Note, and the security therefor.
- We have received all financial and other information regarding the Town that we have requested and which we consider relevant or necessary to make an informed decision to invest in the 2022 Note. We have made our own inquiry into the creditworthiness of the Town, we have received all the information that we have requested from the Town or any agents or representatives thereof, and we have been afforded a reasonable opportunity to ask questions about the terms and conditions of the offering, the 2022 Note, the security therefor, and the Town.
- We acknowledge that the 2022 Note does not represent a general obligation of the Town, is not secured by a pledge of the faith and credit of the Town, of Palm Beach County, Florida, or of the State of Florida or any political subdivision thereof and does not create indebtedness of the State of Florida or any political

subdivision thereof, and we further acknowledge that no covenant, stipulation, obligation or agreement contained in any documents related to the 2022 Note is or shall be deemed to be a covenant, agreement, or obligation of any present or future Commission, officer, or employee of the Town in his or her individual capacity.

- We understand that Ford & Associates, Inc. serves as municipal advisor to the Town and represents solely the interests of the Town and not those of the lender.

Exhibit A

Estimated 2022 Note Amortization Schedule

Est. Loan Amortization	
Date	Principal
9/30/2022	\$ 158,000
3/30/2023	222,000
9/30/2023	225,000
3/30/2024	229,000
9/30/2024	233,000
3/30/2025	237,000
9/30/2025	240,000
3/30/2026	244,000
9/30/2026	248,000
3/30/2027	252,000
9/30/2027	256,000
3/30/2028	261,000
9/30/2028	265,000
3/30/2029	269,000
9/30/2029	274,000
3/30/2030	278,000
9/30/2030	283,000
3/30/2031	287,000
9/30/2031	292,000
3/30/2032	297,000
Total:	\$ 5,050,000
Avg Life:	5.44 yrs

Exhibit 2

Addendum 1 to Request for Proposals: Tax-Exempt Bank Loan

Addendum 1 to Request for Proposals: Tax-Exempt Bank Loan

\$5,050,000*

Town of Highland Beach, Florida

Non-Ad Valorem Revenue Note, Series 2022



The Town of Highland Beach, Florida (the "Town") has prepared this addendum to alert potential respondents to amendments to the Town's Request for Proposals: Tax-Exempt Bank Loan published on April 8, 2022 (the "RFP") and to respond to questions submitted regarding the RFP.

Amendment to Draft Loan Agreement attached to RFP

The Town has made changes to the Anti-Dilution Covenant in Section 3.10 of the Draft Loan Agreement attached to the RFP. The Revised Draft Loan Agreement is attached to this Addendum as Exhibit A.

RFP Questions and Answers

Q: *Do you happen to have the most recent ADT as well as their DSC on the CBA for the past 5 years? That would be very helpful if you all, or the Town, has this information.*

A: Please refer to Exhibit A. The Town has prepared estimated anti-dilution test calculations for fiscal years 2017 through 2021 in accordance with the Revised Draft Loan Agreement attached to this addendum.

Q: *Can you provide us with more information on the legally sources of revenues that will secure the repayment of the loan?*

A: The Town's 20 largest sources of non-ad valorem revenue (as of FY 2020) are shown below.

Revenue Source	09/30/2018	09/30/2019	09/30/2020	09/30/2021
Water Utility Revenue	\$ 1,956,783	\$ 2,014,193	\$ 2,036,762	\$ 2,336,579
Building Permits	617,397	921,174	1,212,169	1,100,898
Sewer Utilities Revenue	1,085,969	1,128,148	1,155,248	1,188,036
Franchise Fees - FPL	453,035	667,475	656,616	672,036
Garbage/Solid Waste Revenue	471,580	470,716	527,453	533,491
Administrative Reimbursements	438,550	438,550	499,870	548,100
Local Govt Half-Cent Sales Tax	291,150	271,314	275,768	320,492
Communications Service Tax	282,935	281,279	271,081	251,365
Discretionary Sales Tax	257,778	265,116	252,992	301,206
Interest on Investments	219,805	344,131	156,048	9,597
Other Miscellaneous Revenues	7,543	76,122	152,584	52,290
Reimbursement - Delray Beach	28,223	88,343	125,642	132,258
State Revenue Sharing Proceeds	95,778	105,626	90,843	104,047
Certification, Copies, Lien Search	46,447	48,903	41,482	78,637
Insurance Reimbursements	29,341	26,055	40,938	2,292
Lease - Sprint PCS	39,710	41,654	40,830	45,021
Fire Hydrant- Maintenance Fee	30,720	30,720	25,920	30,720
Rent- U.S. Postal Station	22,917	25,000	25,000	25,000
Local Optional Gas Tax	30,710	36,299	24,844	30,847
Zoning Fees, Board Review Fees	10,086	7,316	23,209	30,650

Q: The request is for a 10 year fix rate loan. Would the town consider refinancing the loan at year 5?

A: The Town will consider alternative offerings along with those requested in the RFP.

Q: Would the town consider establishing a depository relationship with the winning Bidder/lender? Or would that have to be a separate RFP/Bid process?

A: The Town will evaluate the cost-benefit (both practical and economic) of proposals containing depository requirements, but is likely to view proposals without depository requirements more favorably than an otherwise equivalent proposal.

Q: Would the town be putting out another bid for the leasing of the first responder vehicles and equipment?

A: To be determined.

Q: Could you send a proposed Construction Draw Schedule?

A: The Town cannot provide a construction draw schedule at this time.

Q: What is (if any) the Additional Bonds Test?

A: Please refer to the anti-dilution test in the revised draft loan agreement attached to this Addendum as [Exhibit B](#).

Exhibit A

Estimated Anti-Dilution Test Calculations

	<i>audited</i>	<i>audited</i>	<i>audited</i>	<i>audited</i>	<i>audited</i>	<i>unaudited</i>
	9/30/2017	9/30/2018	9/30/2019	9/30/2020	9/30/2021	
Non-Ad Valorem Revenues						
Total Revenues (Governmental Funds)	11,037,349	11,797,569	12,835,890	13,800,340	14,004,956	
Total Operating Revenues (Enterprise Funds)	3,195,756	3,213,472	3,313,061	3,364,930	3,709,685	
Less: Ad Valorem Revenues (Governmental Funds)	(8,211,536)	(8,608,075)	(8,925,672)	(9,556,810)	(9,738,626)	
Total Non-Ad Valorem Revenues	6,021,569	6,402,966	7,223,279	7,608,460	7,976,015	
Essential Governmental Services Expenditures						
Governmental Funds: General Government	1,805,457	2,240,026	2,282,194	2,326,197	2,480,088	
Governmental Funds: Public Safety	6,417,442	6,615,002	7,348,443	7,555,437	8,095,784	
Enterprise Funds: Operating Expenses (exc. Depreciation)	3,214,638	3,339,339	3,202,737	3,687,841	3,533,452	
Total Essential Governmental Services Expenditures	11,437,537	12,194,367	12,833,374	13,569,475	14,109,324	
Reduction for EGS in Excess of Ad Valorem Revenues	(3,226,001)	(3,586,292)	(3,907,702)	(4,012,665)	(4,370,698)	
Estimated Legally Available Non-Ad Valorem Revenues	2,795,568	2,816,674	3,315,577	3,595,795	3,605,317	
ANTI-DILUTION TESTS						
Existing Included Debt Service	296,881	296,881	296,881	296,881	296,881	
Anti-Dilution Calculation for Existing Included Debt	9.42x	9.49x	11.17x	12.11x	12.14x	
Existing Included Debt Service	296,881	296,881	296,881	296,881	296,881	
2022 Note Debt Service (MADS, Estimated)	592,911	592,911	592,911	592,911	592,911	
Pro Forma Included Debt Service	889,792	889,792	889,792	889,792	889,792	
Pro Forma Anti-Dilution Calculation	3.14x	3.17x	3.73x	4.04x	4.05x	

Proposal Submitted by:

PNC Bank, N.A.



April 28, 2022

Town of Highland Beach
Marshall Labadie
Email: mlabadie@highlandbeach.us

Ford & Associates, Inc.
Jon Ford
Email: jonford@fordassocinc.com

Re: Town of Highland Beach, Florida: Request For Proposal – Tax-Exempt Bank Loan Non-Ad Valorem Revenue Note, Series 2022 for up to \$5,050,000

Good morning Marshall and Jon,

On behalf of The PNC Financial Services Group ("PNC"), attached please find PNC Bank, N.A.'s ("PNC Bank") response to the Town of Highland Beach, Florida (the "Town") Request for Proposals for a Bank Qualified Tax-Exempt Bank Loan (the "Loan") in an aggregate amount not to exceed \$5,050,000. PNC Bank is excited for the opportunity to show support and assist the Town in the completion of this transaction.

PNC brings a team-oriented approach to each financing, offering deep industry experience and sound technical expertise. Furthermore, PNC Bank believes in developing full relationships with its clients. We work hard to comprehensively understand our clients' unique financial needs and leverage the complete capabilities of the bank to respond with thorough, thoughtful solutions.

Once again, PNC is pleased to be able to support the Town in this credit financing solution and aims to have the transaction completed in a timely fashion. If you have any questions or need any additional information, please do not hesitate to contact me.

Regards,

A handwritten signature in blue ink, appearing to read "Nick Ayotte", with a stylized flourish at the end.

Nick Ayotte
Senior Vice President, Public Finance
The PNC Financial Services Group
16740 San Carlos, Blvd
Ft. Myers, FL 33908
(T): 239.437.3736
nicholas.ayotte@pnc.com

PNC BANK, NATIONAL ASSOCIATION

PRELIMINARY SUMMARY OF TERMS AND CONDITIONS FOR LOAN FACILITY

TOWN OF HIGHLAND BEACH, FLORIDA

APRIL 28, 2022

RFP – TAX-EXEMPT BANK LOAN, NON-AD VALOREM REVENUE NOTE, SERIES 2022A

This Term Sheet is not a commitment or an offer to lend and does not create any obligation on the part of PNC Bank, National Association (the "Bank") or any affiliate thereof. Neither the Bank nor any affiliate thereof will be deemed to have extended any commitment to the Borrower unless and until a formal commitment letter is issued and has been executed, delivered and accepted. This outline is only a brief description of the principal terms of suggested loan facilities and is intended for discussion purposes only.

This Term Sheet is delivered to you on the understanding that any of the terms of substance hereunder shall not be disclosed, directly or indirectly, to any other person except your officers, agents and advisors who are directly involved in the consideration of this matter unless required to do so by applicable law or prior written consent has been given by the Bank.

The indicative pricing provided herein is for discussion purposes only, is as of the date of this non-binding proposal and is subject to change daily between now through acceptance and date of close given the extraordinary and rapidly evolving market conditions.

I. PARTIES

BORROWER / ISSUER: Town of Highland Beach, Florida (the "*Borrower*", "*Town*" or "*Issuer*")

LENDER: PNC Bank, National Association (the "*Bank*").

PRIMARY CONTACT:
Nick Ayotte
Relationship Manager, Senior Vice President
16740 San Carlos Boulevard
Fort Myers, FL 33908
(p) 239-437-3736 (f) 239-433-0359
nicholas.ayotte@pnc.com

II. CREDIT FACILITY, SECURITY AND FINANCING DOCUMENTS

CREDIT FACILITY: PNC will provide a tax-exempt bank qualified ("BQ") variable and/or fixed rate loan totaling up to \$5,050,000 (the "*Term Loan*") and as the Term Loan may be documented by a loan agreement between the Borrower and the Bank or a supplemental bond resolution (the "*Loan Agreement*" or the "*Credit Facility*").

PURPOSE: The proceeds of the Term Loan under the Credit Facility shall be used to provide funds to (i) finance the construction of a new fire station and related appurtenances in the Town and (ii) pay the costs of issuance of the 2022 Loan.

MATURITY DATE: March 30, 2032

TOWN OF HIGHLAND BEACH, FLORIDA



OPTION 1

AMORTIZATION:

The Loan will fully fund with a fixed rate at closing and shall amortize in accordance with or similar to the amortization schedule set forth within the RFP (Exhibit A). Principal shall be payable semi-annually every September 30 and March 30 with the first payment due on September 30, 2022.

INTEREST PAYMENTS:

Semiannually on March 30 and September 30 commencing on September 30, 2022 (30/360).

OPTION 2

AMORTIZATION:

The Loan will fully fund with a fixed rate at closing. The initial two (2) years will be interest-only. After the initial two (2) year interest-only period, the Loan shall begin to amortize over eight (8) years with level debt service. Principal shall be payable semi-annually every September 30 and March 30 with the first payment due on September 30, 2024.

INTEREST PAYMENTS:

Semiannually on March 30 and September 30 commencing on September 30, 2022 (30/360).

NOTE:

For Options 1 and 2 which are fully funded, the loan proceeds can be invested in interest-earning vehicles to help offset interest expense during the construction period.

OPTION 3

AMORTIZATION:

The Loan will have an initial two (2) year, variable rate, interest-only draw down period. After the draw down period, the Loan shall begin to amortize with a fixed rate over eight (8) years with level debt service. Principal shall be payable semi-annually every September 30 and March 30 with the first payment due on September 30, 2024.

INTEREST PAYMENTS:

Semiannually on March 30 and September 30 commencing on September 30, 2022 (30/360).

SECURITY:

The security and payment of the principal and interest on the Loan will be secured as per the Pledged Revenues defined in the Draft Loan Agreement supplied with the RFP.

FINANCING DOCUMENTATION:

The Credit Facility shall include standard conditions precedent to purchase and closing, representations and warranties, indemnities, covenants, events of default and remedies. The Loan Agreement, the Note, governing documentation and the other documents required for closing are herein collectively referred to as the "*Financing Documents*."

TAX STATUS OF INTEREST ON THE NOTE:

Interest on the Note shall be excludable from gross income for federal income tax purposes. The Borrower shall take all steps necessary to maintain such tax-exempt status. The Bank shall be provided an opinion of tax counsel satisfactory to the Bank which concludes that interest on the Note is excludable from gross income for federal income tax.

CLOSING DATE:

The closing date is expected to occur on or before May 31st, 2022 (the "*Closing Date*") and shall be subject to the satisfaction of the conditions precedent set forth in the Loan Agreement and the conditions precedent described herein.

III. INTEREST RATES AND OTHER KEY PROVISIONS

INDICATIVE FIXED RATES:

For illustrative purposes only, the fixed rates below are indicative ("Indicative Fixed Rates") as of 4.28.2022 and the Final Fixed Rates will be set, based on the Banks Cost of Funds, two (2) days prior to the funding date.

*At the request of the Borrower, the Bank will update these Indicative Fixed Rates at any time. If the Borrower wishes to lock an Indicative Fixed Rate, the Bank is willing to engage the Issuer

with a discussion to lock the rate via a Rate Lock Agreement, together with an approving Resolution. Please note PNC will update this indicative rate the day prior to the approving Council meeting from which to make a final decision and where a Rate Lock Agreement can be executed to lock until the Closing Date.

OPTION 1:	Indicative Fixed BQ Tax-Exempt Loan Rate:	2.534%
OPTION 2:	Indicative Fixed BQ Tax-Exempt Loan Rate:	2.577%
OPTION 3:	Draw Down Period Variable BQ Tax-Exempt Loan Rate: (79% of BSBY) + 24 basis points Eight (8) Year Fixed Rate BQ Formula to be calculated at the end of the Draw Down Period: 79% X (7-Year US Treasury Rate + 70 basis points)	
EARLY PREPAYMENT:	Prepayment on any business day within the guidelines of the Bank's Standard Make Whole provisions. The Bank requires no less than five (5) business days advance written notice of prepayment. Further, the Bank will require the inverse chronological order of the maturities or amortization installments being prepaid.	
EVENT OF TAXABILITY:	If an event of taxability occurs due to action (or inaction) caused by the Borrower in addition to the amounts required to be paid with respect to the Note, the Borrower shall be obligated to pay to the Bank an amount equal to the positive difference, if any, between the amount of interest that would have been paid during the period of taxability if the Bonds had borne interest at a taxable rate and the interest actually received by the Bank with respect to the Note. Borrower shall also be obligated to pay any penalties, interest or other charges that the Bank incurs as a result of such determination of taxability.	
COMPUTATION BASIS:	Fixed and Variable Rates - Computations of interest shall be calculated on a 30/360 day basis.	
DEFAULT RATE:	The Default Rate equals the greatest of (i) the PNC Prime Rate plus 3.0%; (ii) the Overnight Bank Funding Rate plus 3.5%; and (iii) 7.0%.	
IV. OTHER FEES AND EXPENSES		
COMMITMENT/CLOSING FEE:	Waived.	
COSTS AND EXPENSES:	All expenses incurred by the Bank, including security interests, if applicable, and audit and reasonable legal fees (inside and outside), and any other expenses in reference to structuring, documenting, closing, monitoring or enforcing the Financing Documents, if applicable, shall be for the account of the Borrower and payable at closing and otherwise on demand. Assuming a conflict waiver can be obtained, the Bank prefers to use Nabors Giblin & Nickerson as Bank Counsel. Bank Counsel legal fees (review-only / no opinion) will not exceed \$8,500 if awarded the bank loan. All expenses (including counsel fees) shall be paid by the Borrower regardless of whether the transaction is closed.	

**V. FINANCIAL/NEGATIVE COVENANTS
AND FINANCIAL REPORTING**

Affirmative and negative covenants outlined in the Note Resolution, including the reporting covenants listed below, will be specified by the Bank for inclusion in the Financing Documents.

- Annual audited financial statements for the borrower within 210 days of the Borrower's fiscal year end.
- Budgets submitted to the Bank no later than the first day of each Fiscal Year and other items as may be reasonably requested by the Bank which are prepared by the Borrower.
- Anti-Dilution Test as represented in the RFP and its supporting documents

Incorporation of Covenants by Reference. The Borrower agrees that it will perform and comply with each and every covenant and agreement required to be performed or observed by it in the Loan Agreement and the other Financing Documents, which provisions, as well as related defined terms contained therein, are hereby incorporated by reference herein with the same effect as if each and every such provision were set forth herein in its entirety.

**VI. CONDITIONS
PRECEDENT TO CLOSING**

The Financing Documents shall include conditions precedent customary for transactions of this nature including, without limitation, the following:

Documentation satisfactory to Bank Counsel; delivery of enforceability and approving opinions; authorizing resolutions (which may be an existing authorizing resolution); financial statements; bring-down of representations and warranties; and certification as to no default or event of default.

**VII. EVENTS OF DEFAULT/
REMEDIES:**

The Loan Agreement shall include events of default customary for transactions of this nature, including, without limitation: payment default, covenant defaults, breach of representations, acceleration rights if granted to other parity debt holders, invalidity or repudiation of any Financing Document or any material provision thereof, judgment default, bankruptcy or insolvency, and pension plan defaults.

Upon the occurrence of an Event of Default, in addition to all other customary remedies, all payment obligations shall bear interest at the Default Rate.

**VIII. CHOICE OF LAW / JURY TRIAL /
OTHER PROVISIONS**

GOVERNING LAW:

The Loan Agreement, and any other documents to which the Bank shall become a party will be governed by the laws of the State of Florida.

USA PATRIOT ACT NOTICE:

Pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. 107 56), the Bank is required to obtain, verify and record information that identifies the Borrower and, potentially, other loan parties, which information may include, without limitation, the name and address of the Borrower and any such loan parties and other information that will allow the Bank to identify the Borrower and other loan parties in accordance with the USA PATRIOT Act.

JURY TRIAL:

To the extent permitted by law, the parties to the Loan Agreement agree to waive a jury trial in any proceeding including the Bank.

TRANSFERS/ASSIGNMENTS:

While the Bank is providing the Credit Facility for its own account without a present intent to transfer the Credit Facility, the Bank reserves the right in its sole discretion to assign, sell, pledge or participate interests in the Credit Facility without the consent of the Borrower.

ADDITIONAL TERMS: The terms and conditions contained in this proposal are not intended to be comprehensive. The definitive Financing Documents may include additional terms and conditions required by the Bank, subject to mutual agreement of the parties, which are not included herein.

UNDERWRITING: Should PNC be appointed the winner of this RFP, the Bank requires a minimum of 2 weeks for the formal underwriting process from the appointed date.

NO ADVISORY OR FIDUCIARY ROLE: The Borrower acknowledges and agrees that: (i) the Bank has not assumed any advisory or fiduciary responsibility to the Borrower with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Bank or any of its affiliates has provided other services or is currently providing other services to the Borrower on other matters); (ii) the only obligations the Bank has to the Borrower with respect to the transaction contemplated hereby are expressly set forth in this term sheet; and (iii) the Borrower has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

EXPIRATION: This proposal expires June 30th, 2022 and the Credit Facility must close no later than this date unless otherwise extended by the Bank in writing.

AGREEMENT BY THE ISSUER / BORROWER: The Borrower hereby desires to engage the Bank in the origination of the Credit Facility pursuant to the terms and conditions stated herein.

Recognizing that this Term Sheet is non-binding on the Bank unless and until a commitment is issued, please evidence your interest in proceeding on the foregoing terms and conditions by signing and returning a copy of the document to the Bank on or prior to May 6th, 2022 at which point the Bank will continue with due diligence and credit underwriting for the foregoing transaction.

ACCEPTED AND AGREED TO:

TOWN OF HIGHLAND BEACH, FLORIDA

By: _____

Print Name: _____

Title: _____

Date: _____

TOWN OF HIGHLAND BEACH, FLORIDA

Proposal Submitted by:

Webster Bank



Mark A. Cargo
Managing Director
Webster Bank
Concord, NC 28027
704-287-4493
Email: mcargo@websterbank.com
Website: www.websterbank.com

April 28, 2022

Town of Highland Beach, Florida
3614 South Ocean Blvd.
Highland Beach, Florida, 33487

Project: Non-Ad Valorem Revenue Note, Series 2022

Webster Bank, formerly Sterling National Bank, is pleased to present this financing proposal (the "Term Sheet") to the Town of Highland Beach, Florida subject to final credit approval, in connection with the above-referenced project. Working with Webster Bank has several major advantages, including:

- **Experience and Expertise:** Each member of the Webster Bank Public Finance team has significant experience regarding the financing of essential governmental equipment and projects and can help you document your financing in a manner that complies with applicable local laws.
- **Financial Capability:** The Webster Bank Public Finance team is part of Webster Bank, a publicly traded commercial bank, which has the capability of funding tax-exempt and taxable financings on a nationwide basis.
- **Reliability:** The Webster Public Finance team prides itself on excellent customer service and the prompt closing of awarded transactions.
- **Simplified Financing Structure:** Webster Bank is proposing to finance 100% of the Non-Ad Valorem Revenue Note, Series 2022 via a Revenue Note.

We look forward to working with you and your team on this assignment, and please do not hesitate to contact us with any questions, comments, or concerns. We are positive that you'll enjoy working with Webster Bank.

Very truly yours,

A handwritten signature in black ink, appearing to be 'M. Cargo'.

Mark A. Cargo
Managing Director
mcargo@websterbank.com
www.websterbank.com



Mark A. Cargo
Managing Director
Webster Bank
Concord, NC 28027
704-287-4493
Email: mcargo@websterbank.com
Website: www.websterbank.com

TERM SHEET

TYPE OF FINANCING:	A Tax-Exempt Non-Ad Valorem Revenue Note, Series 2022 (the “2022 Note” or “Note”), with repayment from all Non-Ad Valorem Revenues as detailed in the RFP. Lender will fund the Note on a private-placement basis.
BORROWER:	Town of Highland Beach, Florida (the “Town”)
LENDER:	Webster Bank, or its designee or assignee
ESCROW OPTION:	The “Bond” proceeds may be funded into an escrow account (the “Escrow Fund”), with disbursements made as needed. The Escrow may be set up with Webster Bank at no cost and will be collateralized as required by the State of Florida.
AMOUNT FINANCED:	Not to Exceed \$5,050,000.00
PURPOSE/USE:	The Town is seeking the 2022 Note to finance the construction of a new fire station and related appurtenances in the Town (the “Project”), as well as to pay costs related to the 2022 Note.
TERM:	Approximately Nine (9) years, Ten (10) months (Exhibit A).
PAYMENT STRUCTURE:	Borrower shall make Loan payments as set forth in the RFP and in Exhibit A.
ANTICIPATED CLOSING DATE:	On or before June 10, 2022
INTEREST RATE:	2.90%

INTEREST RATE LOCK:

The Interest Rates quoted above are valid through June 10, 2022.

SECURITY:

The 2022 Note and interest thereon will be payable solely from and secured by a covenant to budget and appropriate legally available non-ad valorem revenues subject to customary caveats. The 2022 Notes is not subject to annual appropriation.

PREPAYMENT:

Borrower shall have the right to pre-pay the Note in whole (or in part subject to mutually agreed upon parameters), on any payment date by paying the Principal Balance plus any outstanding interest due, provided the Borrower gives Lender at least thirty (30) days prior written notice of its intent to do so. The Redemption Price, as a percentage of the then-outstanding Note balance, shall be equal to:

Exhibit A:

Year:	Percentage:
1-3	No Call
4-5	101%
Thereafter	100%

FEES OF LENDER:

None. The costs of issuance incurred by Borrower, such as loan counsel fees, are payable by Borrower and may be capitalized into the Note upon request.

DOCUMENTATION:

Borrower shall provide the documentation for the Note, subject to review & approval by Lender. If needed, Borrower shall provide an opinion of legal counsel attesting to the legal, valid, binding, and enforceable nature of the Loans. The Lender will use Gilmore & Bell as counsel to review the documents. The City will be required to send the Lender financial statements on an annual basis by agreed upon dates.

ASSIGNMENT:

Webster Bank (the “Purchaser/Lender”) is purchasing the Loan Obligation as a vehicle for making a commercial loan for its own account with the present intent to hold the Loan Obligation to maturity or earlier prepayment, and without any present intent to distribute or sell any interest therein or portion, provided, however, the Purchaser/Lender reserves the right – without the consent of (but with notice to) the Borrower - to assign, transfer or convey the Loan or any interest therein or portion thereof, but no such assignment, transfer or conveyance shall be effective as against the Borrower, unless and until the Purchaser/Lender has delivered to the Borrower written notice thereof that discloses the name and address of the assignee and such assignment, transfer or conveyance shall be made only to (i) an affiliate of the registered owner of the Loan or (ii) banks, insurance companies or other financial institutions or their affiliates. Nothing in the Loan shall limit the right of the Purchaser/Lender or its assignees to sell or assign participation interests in the Loan to one or more entities listed in (i) or (ii). Webster Bank will sign an Investment Letter upon award.

IRS CIRCULAR 230 DISCLOSURE:

Lender and its affiliates do not provide tax advice. Accordingly, any discussion of U.S. tax matters contained herein (including any attachments) is not written or intended to be used, and cannot be used, in connection with the promotion, marketing or recommendation by anyone unaffiliated with Lender of any of the matters addressed herein or for the purpose of avoiding U.S. tax-related penalties.

ADVISORY DISCLOSURE:

Webster Bank is not a registered municipal advisor as defined under the Dodd-Frank Wall Street Reform and Consumer Protection Act and its related rules and regulations. In providing this Term Sheet, Webster Bank is not providing any advice, advisory services, or recommendations with respect to the structure, timing, terms, or similar matters concerning an issuance of municipal securities. This Term Sheet is a commercial, arms-length proposal that does not create a fiduciary duty by Webster Bank to the Borrower. The Borrower may engage, separately and at its own cost, an advisor to review this Term Sheet and the proposed transaction on the Borrower’s behalf.

CREDIT APPROVAL:

Although favorably prescreened, the Note are subject to final approval by Webster Bank and the negotiation of mutually acceptable documentation. For due diligence, Lender will require Borrower’s three (3) most recent audited financial statements, its most recently adopted budget, and any other information that Lender may reasonably require.

PROPOSAL EXPIRATION:

Unless accepted by the Borrower or extended in writing by Webster Bank at its sole discretion, this Term Sheet shall expire on May 6, 2022.

Upon receipt of the signed Term Sheet, we will endeavor to provide you with a timely commitment, and we will use good faith efforts to negotiate and finance the Note based on the terms herein. It is a pleasure to offer this financing proposal and we look forward to your favorable review.

Very truly yours,



Mark A. Cargo
Managing Director
mcargo@websterbank.com
www.websterbank.com

Agreed to and Accepted by:
Town of Highland Beach, Florida

_____ (Name)

_____ (Title)

_____ (Date)

Exhibit A--Sample Amortization Schedule						
Funding Amount:		\$5,050,000.00			Interest Rate:	2.900%
Down Payment:		\$0.00			Closing Date:	5/20/2022
Capitalized Interest:		\$0.00			Term (years):	9.83
Cost of Issuance:		<u>\$0.00</u>				
Amount Financed:		\$5,050,000.00				
Payment	Payment	Payment	Interest	Principal	Outstanding	Redemption
<u>Number</u>	<u>Date</u>	<u>Amount</u>	<u>Component</u>	<u>Component</u>	<u>Balance</u>	<u>Price</u>
Principal:	5/20/2022				\$5,050,000.00	No Call
1	9/30/2022	\$211,363.97	\$53,363.97	\$158,000.00	\$4,892,000.00	No Call
2	3/30/2023	\$292,934.00	\$70,934.00	\$222,000.00	\$4,670,000.00	No Call
3	9/30/2023	\$293,091.42	\$68,091.42	\$225,000.00	\$4,445,000.00	No Call
4	3/30/2024	\$293,452.50	\$64,452.50	\$229,000.00	\$4,216,000.00	No Call
5	9/30/2024	\$294,471.83	\$61,471.83	\$233,000.00	\$3,983,000.00	No Call
6	3/30/2025	\$294,753.50	\$57,753.50	\$237,000.00	\$3,746,000.00	No Call
7	9/30/2025	\$294,618.94	\$54,618.94	\$240,000.00	\$3,506,000.00	No Call
8	3/30/2026	\$294,837.00	\$50,837.00	\$244,000.00	\$3,262,000.00	\$3,294,620.00
9	9/30/2026	\$295,561.93	\$47,561.93	\$248,000.00	\$3,014,000.00	\$3,044,140.00
10	3/30/2027	\$295,703.00	\$43,703.00	\$252,000.00	\$2,762,000.00	\$2,789,620.00
11	9/30/2027	\$296,271.63	\$40,271.63	\$256,000.00	\$2,506,000.00	\$2,531,060.00
12	3/30/2028	\$297,337.00	\$36,337.00	\$261,000.00	\$2,245,000.00	\$2,245,000.00
13	9/30/2028	\$297,733.46	\$32,733.46	\$265,000.00	\$1,980,000.00	\$1,980,000.00
14	3/30/2029	\$297,710.00	\$28,710.00	\$269,000.00	\$1,711,000.00	\$1,711,000.00
15	9/30/2029	\$298,947.41	\$24,947.41	\$274,000.00	\$1,437,000.00	\$1,437,000.00
16	3/30/2030	\$298,836.50	\$20,836.50	\$278,000.00	\$1,159,000.00	\$1,159,000.00
17	9/30/2030	\$299,898.92	\$16,898.92	\$283,000.00	\$876,000.00	\$876,000.00
18	3/30/2031	\$299,702.00	\$12,702.00	\$287,000.00	\$589,000.00	\$589,000.00
19	9/30/2031	\$300,587.98	\$8,587.98	\$292,000.00	\$297,000.00	\$297,000.00
20	3/30/2032	<u>\$301,306.50</u>	<u>\$4,306.50</u>	<u>\$297,000.00</u>		
Total:		\$5,849,119.49	\$799,119.49	\$5,050,000.00		

ABOUT – Webster Bank

The public finance group of Webster Bank provides tax-exempt and taxable financing solutions on a nationwide basis for state & local governments, non-profit corporations, and the federal government. Projects financed include virtually all types of essential capital items, including equipment, vehicles, energy efficiency & renewable energy equipment, and real property. Financing terms are tied to the useful life of the capital improvements and range from 3 to 20 years. Each member of the public finance team has 25 or more years of lending experience and is committed to the timely closing of awarded transactions.

CONTACT INFORMATION

For more information about this financing opportunity, please contact:

Mark Cargo

Managing Director

Webster Bank

Phone: (704) 287-4493

Email: mcargo@websterbank.com

Proposal Submitted by:

JPMorgan Chase Bank, NA

**BANK'S ADDENDUM TO
REQUEST FOR PROPOSALS**

This Addendum, dated April 28, 2022, is attached to and hereby incorporated by reference into that certain Request for Proposals: Tax-Exempt Bank Loan (the Original "RFP") as amended by Addendum 1 to RFP ("Addendum 1" and together with the Original RFP, the "RFP"), from JPMorgan Chase Bank, NA (the "Bank") to The Town of Highland Beach, Florida (the "Town"), regarding the \$5,050,000 Non-Ad Valorem Revenue Note, Series 2022 (the "2022 Note"). This Addendum shall supplement said RFP as indicated below.

FORM OF NOTE:

The Bank shall not require the 2022 Note to be rated by any rating agency. The 2022 Note shall not be initially registered to participate in DTC and will not be in book-entry form, shall not contain a CUSIP number and shall not be marketed during any period in which the 2022 Note is held by the Bank pursuant to any Official Statement, Offering Memorandum or any other disclosure documentation.

REPAYMENT TERMS:

Principal will be paid in twenty (20) consecutive semi-annual payments in the amounts and on the dates set forth in Exhibit A – Estimated 2022 Note Amortization Schedule attached to the Original RFP, issued by Ford & Associates, Inc., as Municipal Advisor to the Town. Principal payments will commence on September 30, 2022, and the final maturity of the 2022 Note will be March 30, 2032.

INTEREST PAYMENTS:

Semi-annual payments of accrued interest on each March 30 and September 30, commencing September 30, 2022.

INTEREST RATE:

The rates provided below are provided exclusively for indicative purposes, based upon market conditions as of April 28, 2022. The actual rate of interest borne by the 2022 Note will be set upon receipt of a signed Addendum from the Town.

The interest rate will be fixed as described above. However, prior to acceptance, the interest rate may increase if the Bank's cost of funds increases. Bank's cost of funds may increase due to a number of factors including, but not limited to, changes in market conditions. Interest will be calculated on a 30/360 basis.

Option A: 2.76% Indicative, non-callable tax-exempt, bank qualified fixed rate, with no optional redemption.

Option B: 3.00% Indicative, callable tax-exempt, bank qualified fixed rate, with optional redemption in whole, at par plus accrued interest and without penalty, on or after September 30, 2025.

Option C: 2.88% Indicative, callable tax-exempt, bank qualified fixed rate, with optional redemption in whole, at par plus accrued interest and without penalty, on or after September 30, 2027.

BANK COUNSEL FEE:

The fees and costs of independent counsel to the Bank, Greenberg Traurig, P.A., Jean E. Wilson and Ashton M. Bligh shall not exceed \$7,500.00, to be paid by the Town at closing, as a cost of issuance, for review of documents only.

SECURITY:

The 2022 Note will be secured by a covenant of the Town to budget and appropriate sufficient legally available non-ad valorem revenues. The Town will deliver to the Bank for its review and approval forms of authorizing legislation approving and authorizing the issuance of the 2022 Note and other documents evidencing and securing the 2022 Note (the "Documentation"). The Documentation shall include the covenant and agreement by the Town to appropriate in its annual budget, by amendment, if necessary, from non-ad valorem revenues of the Town in each fiscal year and which are lawfully available to pay debt service on the 2022 Note, amounts sufficient to pay principal of and interest on the 2022 Note and other amounts due to the Bank.

COVENANTS:

Within thirty (30) days of the incurrence of additional debt payable from non-ad valorem revenues ("Parity Debt"), the Town shall deliver to the Bank a certificate certifying that non ad valorem revenues for the prior fiscal year, minus expenditures for essential government services and programs during such period, equals or exceed 1.25 times the existing and projected maximum annual debt service on debt secured by and/or payable from such non ad valorem revenues.

Such additional covenants, provisions, representations and warranties (whether affirmative or negative) that the Bank and their counsel consider customary and reasonably appropriate for this transaction.

EVENT OF DEFAULT:

Upon the occurrence and continuance of any event of default specified in Section 19 hereof, the Owners of the 2022 Note may pursue any available remedy by suit, at law or in equity in the State of Florida, to enforce the payment of principal of and interest on the 2022 Note then outstanding, including the right to sue the Town for repayment of the full amount of the 2022 Note plus accrued interest.

DEFAULT RATE:

In the event of default, the interest rate will be the interest rate on the 2022 Note, plus 2.00%.

LEGAL OPINION:

The purchase of the 2022 Note will be subject to a satisfactory opinion of Note Counsel or counsel for the Town as to (i) the Town's obligations under the 2022 Note and the Documentation being legal, valid, binding and enforceable against the Town and (ii) the exemption of interest on the 2022 Note from Federal income tax. Each of the opinions delivered by Note Counsel and Town's Counsel, respectively,

must each be addressed to the Bank or permit reliance by the Bank.

BANK QUALIFIED:

This Addendum assumes that the 2022 Note will be issued as a bank qualified tax-exempt obligation under Section 265(b)(3) of the Internal Revenue Code, as amended.

PAYING AGENT/REGISTRAR:

The Bank will not serve as Paying Agent or as Registrar of the 2022 Note. The Bank will invoice for each payment on the 15th business day of the month preceding each payment due date.

DOCUMENTATION:

The Documentation shall be prepared by the Town's Note Counsel, at the Town's expense. Funding will occur upon receipt of all documentation, in form and substance acceptable to Bank and its counsel.

FINANCIAL REPORTING:

The Documentation shall include among other things, the following special covenants: (i) the Town will provide the Bank with a copy of its annual budget for each fiscal year during the term of the 2022 Note and any revisions to its capital improvement program within a reasonable period after the annual budget is approved by the governing body of the Town but not later than 60 days after such approval; and (ii) the Town will provide to the Bank the operating data and financial information which the Town has committed to provide to holders of Parity Debt for which it has entered into a continuing disclosure undertaking pursuant to Rule 15c2-12 promulgated by the Securities and Exchange Commission as well as such other information regarding the Town and its affairs as the Bank may reasonably request.

Unless available electronically on a public website, the Town's Comprehensive Annual Financial Report with the opinion of an independent certified public accountant is required to be provided to the Bank within 270 days of the close of the Town's fiscal year commencing with fiscal year ended September 30, 2021. The Town will exhibit any notes payable coverage schedule annually within its annual audit.

MUNICIPAL ADVISOR DISCLAIMER:

The Town acknowledges and agrees that (i) the transaction contemplated herein is an arm's length commercial transaction between the Town and the Bank and its affiliates, (ii) in connection with such transaction, the Bank and its affiliates are acting solely as a principal and not as an advisor including, without limitation, a "Municipal Advisor" as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the "Municipal Advisor Rules"), agent or a fiduciary of the Town, (iii) the Bank and its affiliates are relying on the Bank exemption in the Municipal Advisor Rules, (iv) the Bank and

its affiliates have not provided any advice or assumed any advisory or fiduciary responsibility in favor of the Town with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (whether or not the Bank, or any affiliate of the Bank, has provided other services or advised, or is currently providing other services or advising the Town on other matters), (v) the Bank and its affiliates have financial and other interests that differ from those of the Town, and (vi) the Town has consulted with its own financial, legal, accounting, tax and other advisors, as applicable, to the extent it deemed appropriate.

WEBSITE DISCLOSURE:

Final documentation may be posted by the Town on a national public bond market repository provided that certain information be redacted by the Town as directed by the Bank. Items that should be redacted include signatures/names, account numbers, wire transfer and payment instructions and any other data that could be construed as sensitive information.

SOVEREIGN IMMUNITY:

The Town acknowledges and agrees that any sovereign immunity rights that it may have by law do not extend to any contract claims and/or actions Bank has, or may in the future have, arising out of the 2022 Note, and that any such contract claims and/or actions could be brought in Florida Circuit Court or any court where jurisdiction and venue are proper.

MISCELLANEOUS:

This proposal must be accepted on or before May 4, 2022, with funding and closing to occur on or before May 20, 2022, but in no event later than 45 days after the receipt of the signed Bid Addendum, unless the 45th day is a weekend in which case it will default to the previous weekday. If acceptance and funding have not occurred by the above dates, the Bank may, at its option and in its sole discretion, terminate this proposal, or adjust the interest rate. The interest rate will remain indicative until signed acceptance has been received by the Bank.

Submitted by:

JPMORGAN CHASE BANK, NA

Creedence Gonzalez
Vice President, Business Banking
Government and Not-for-Profit
1450 Brickell Ave, Floor 15
Miami FL 33131
(305) 579-9504

creedence.gonzalez@jpmorgan.com

ACCEPTED BY: (for the) Town of Highland Beach, Florida

Option: _____

By: _____

Name: _____

Title: _____

Date: _____

IRS Circular 230 Disclosure: Bank and its affiliates (collectively, "Chase") do not provide tax advice. Accordingly, any discussion of U.S. tax matters contained herein (including any attachments) is not intended or written to be used, and cannot be used, in connection with the promotion, marketing or recommendation by anyone unaffiliated with Chase of any of the matters addressed herein or for the purpose of avoiding U.S. tax-related penalties.

Proposal Submitted by:

BciCapital, Inc.

April 28, 2022

RE: Tax-Exempt Bank Loan for Highland Beach, FL

We are pleased to provide the following tax-exempt financing proposal for the City of Highland Beach. As a leading provider of financial solutions to municipalities, BciCapital and its parent company City National Bank of Florida are well positioned to provide you a variety of financing options to meet your unique needs. Please note, this is a proposal only and not a commitment to finance.

Borrower/Obligor:	City of Highland Beach, FL
Lender:	BciCapital, Inc. (BciCapital), its assignee or designee
Purpose:	Construction and permanent financing for new Fire Station
Type of Financing:	Fully Amortizing, Tax-Exempt Term Loan
Security:	Covenant to Budget and Appropriate from Non-Ad Valorem Revenues
Amount Financed:	\$5,050,000.00 (approximately)
Financing Term:	9.86 Years
Current Fixed Interest Rate:	3.05%
Level P&I Payments:	Billed Semi-annually on March 30 and September 30
Rate Lock:	The above Rate and subsequent payments are <u>fixed</u> , provided 1) this proposal is accepted by the Borrower by May 2, 2022 , and 2) this transaction closes (funds) on or before May 20, 2022 . After these dates, the above rates may be adjusted commensurately with market rates at that time.
Closing Fees:	None charged by the Lender. In the event the Lender is required to retain outside counsel to review issues with the closing documents that cannot be addressed by lender's internal counsel, those additional legal costs (if any) may be capitalized into the total amount financed at closing.
Call Provision:	To be mutually agreed upon by Lender and Borrower
Documentation:	Tax-Exempt Loan documents shall be provided by Borrower's tax counsel providing the terms as described herein. Borrower's tax counsel shall attest to their status as a tax-exempt Borrower. All documents shall be reviewed and approved by the Lender and shall be mutually acceptable to all parties involved.
Tax Status:	This proposal and the Interest Rates set forth herein assume that interest earned by the Lender on this Page 124 will be excluded from Lender's gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, and

is not a specific preference item for purposes of the federal corporate alternative minimum tax.

Taxes / Insurance: Any/all taxes, insurance, appraisals, surveys, bonding or any other costs incurred by the Borrower are the responsibility of the Borrower.

Indicative Terms Only: This proposal is for discussion purposes only. It does not set forth the complete terms or conditions of any transaction and does not constitute an obligation or commitment by BciCapital to make any financing or to provide any other financial accommodation. Any Financing or other credit extension by BciCapital is subject, without limitation to final credit and legal review and approval by BciCapital. As part of its final due diligence, a debt service reserve fund may be required by the Lender.

No Tax or Accounting Advice: BciCapital does not provide any advice regarding the tax or accounting aspects of any financing and shall make no representations or warranties in that regard. Borrower is advised to seek advice as to the tax or accounting aspects of any financing transaction from Borrower's own accountant, lawyer or tax expert. The information provided in this proposal is not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934. This proposal is for discussion purposes only in anticipation of engaging in a commercial, arm's length transaction in which BciCapital would be acting solely as a principal and not as a municipal advisor, financial advisor or fiduciary to you or any other person or entity. BciCapital will not have any duties or liability to any person or entity in connection with the information being provided herein. You should consult with your own legal, accounting, tax, financial and other advisors, as applicable, to the extent you deem appropriate.

Thank you for this opportunity to serve you in connection with this prospective transaction. I look forward to working with you as we proceed toward finalizing terms, credit review and documentation, it being understood however, that neither party shall be obligated to proceed with any transaction unless mutually agreeable definitive documents are agreed on and executed. We appreciate the opportunity to work with you and look forward to hearing from you with regard to this proposal. If you have any questions, please do not to hesitate to call me at **(407) 462-9054** or gene.rogero@bcicmg.com

Sincerely,

Gene Rogero
Vice President

ACCEPTED: City of Highland Beach, FL

BY: _____
NAME: _____
TITLE: _____
DATE: _____

Attached: RFP Acknowledgements

Proposal Submitted by:

Truist Bank

Governmental Finance

2320 Cascade Point Blvd. Suite 600
Charlotte, North Carolina 28208
Phone (704) 954-1700
Fax (704) 954-1799

April 28, 2022

Mr. Marshall Labadie
Town of Highland Beach, FL
3614 S Ocean Blvd
Highland Beach, FL 33487

Dear Mr. Labadie:

Truist Bank ("Lender") is pleased to offer this proposal for the financing requested by the Town of Highland Beach, FL ("Borrower").

PROJECT:	Non-Ad Valorem Revenue Note, Series 2022
AMOUNT:	\$5,050,000.00
MATURITY DATE:	March 30, 2032
INTEREST RATE:	3.06%
TAX STATUS:	Tax Exempt – Bank Qualified
PAYMENTS:	<u>Interest:</u> Semi-Annual <u>Principal:</u> Semi-Annual
INTEREST RATE CALCULATION:	30/360
SECURITY:	Covenant to Budget and Appropriate legally available non-ad valorem revenues of the Borrower.
PREPAYMENT TERMS:	Prepayable in whole at any time without penalty
RATE EXPIRATION:	June 10, 2022
DOCUMENTATION/ LEGAL REVIEW FEE:	\$7,500
FUNDING:	The financing shall be fully funded at closing and allow for a maximum of four funding disbursements in the form of wires or checks.

DOCUMENTATION: It shall be the responsibility of the Borrower to retain and compensate counsel to appropriately structure the financing documents according to Federal and State statutes. Documents shall include provisions that will outline appropriate changes to be implemented in the event that this transaction is determined to be taxable or non-bank qualified in accordance with the Internal Revenue Code. These provisions must be acceptable to Lender. In the event of default, any amount due, and not yet paid, shall bear interest at a default rate equal to the interest rate on the Non-Ad Valorem Revenue Note, Series 2022 plus 2% per annum from and after five (5) days after the date due.

Lender shall also require the Borrower to provide an unqualified bond counsel opinion, a no litigation certificate, and evidence of IRS Form 8038 filing. Lender and its counsel reserve the right to review and approve all documentation before closing. Lender will not be required to present the bond for payment.

REPORTING

REQUIREMENTS: Lender will require financial statements to be delivered within 270 days after the conclusion of each fiscal year-end throughout the term of the financing or in accordance with state requirements.

Lender shall have the right to cancel this offer by notifying the Borrower of its election to do so (whether this offer has previously been accepted by the Borrower) if at any time prior to the closing there is a material adverse change in the Borrower's financial condition, if we discover adverse circumstances of which we are currently unaware, if we are unable to agree on acceptable documentation with the Borrower or if there is a change in law (or proposed change in law) that changes the economic effect of this financing to Lender.

Costs of counsel for the Borrower and any other costs will be the responsibility of the Borrower.

The stated interest rate assumes that the Borrower expects to borrow no more than \$10,000,000 in the current calendar year and that the financing will qualify as qualified tax-exempt financing under the Internal Revenue Code. Lender reserves the right to terminate this bid or to negotiate a mutually acceptable interest rate if the financing is not qualified tax-exempt financing.

We appreciate the opportunity to offer this financing proposal. Please call me at (803) 413-4991 with your questions and comments. We look forward to hearing from you.

Sincerely,

Truist Bank



Andrew G. Smith
Senior Vice President

Proposal Submitted by:

Key Government Finance, Inc.



**Town of Highland Beach, FL
Non-Ad Valorem Revenue Note, Series 2022
Summary of Terms and Conditions
April 28, 2022**

This Financing proposal is provided for discussion purposes only and does not represent a commitment from Key Government Finance, Inc. (“KGF”). This proposal and its terms are submitted on a confidential basis and shall not be disclosed to third parties (other than the Borrower’s officers, directors, employees and advisors charged with reviewing and/or implementing the transactions contemplated hereby) without KGF’s consent. This proposal is intended as an outline of certain material terms of the Facility and does not purport to summarize all of the conditions, covenants, representations, warranties and other provisions which would be contained in definitive documentation for the Facility contemplated hereby.

Key Government Finance, Inc., (“Lender”) is pleased to provide the following term sheet for a direct purchase financing structure to the Town of Highland Beach, FL.

Lender:	Key Government Finance, Inc. (“Lender”).
Borrower:	Town of Highland Beach, FL (the “Town” or the “Borrower”).
Issue:	Non-Ad Valorem Revenue Note, Series 2022 (the “2022 Note”).
Facility:	Direct Purchase of the 2022 Note by the Lender.
Tax Treatment:	Tax-Exempt.
Amount:	~\$5,050,000
Use of Proceeds:	The proceeds of the 2022 Note will be used to finance the construction of a new fire station and related appurtenances in the Town (the “Project”) and pay costs of issuance.
Drawdown:	All funds will be drawn down at closing.
Final Maturity Date:	March 30, 2032.
Repayment:	Principal due semi-annually on September 30 th commencing on September 30, 2022, until the Final Maturity Date as shown in the RFP. Interest due semi-annually on March 30 th and September 30 th commencing on September 30, 2022, until the Final Maturity Date.
Facility Term:	The anticipated closing date for this Facility is May 20, 2022. KGF will purchase the 2022 Note through the Final Maturity Date.

Interest Rate Lock Option:

At the Borrower's request, the Lender can provide an interest rate lock option ("Interest Rate Lock") good through a June 4, 2022 closing date. The Interest Rate Lock will require a two-party e-mail confirmation between Lender and Borrower to confirm the terms of the Interest Rate Lock as provided by Lender, provided however, the Borrower will not be subject to any breakage fees if the Facility does not close for any reason. If the Interest Rate Lock confirmation is not received by Lender within the specified time, or the Facility closes after the agreed upon lock period, the final interest rate will be subject to index between the proposal date and the closing date based on the change in the KeyCorp Cost of Funds index.

Based on market conditions as of April 28, 2022, the Interest Rate Lock option is quoted below. Any revision to the amortization that increases the average life of the financing may result in a re-pricing of the Interest Rate Lock provided.

This Interest Rate Lock needs to be accepted by the Borrower no later than May 5, 2022 and would be valid for closing on or before June 4, 2022.

If the transaction does not close, the Town will not pay a termination fee on the rate lock, it will just expire. If the Borrower needs more time to accept the rate lock, please inform the Lender and we can request an extension to meet the new timeframe.

Interest Rate Lock		
	Weighted Average Life (Months)	Tax-Exempt Interest Rate
2022 Note	65	3.156%

Interest Day Count: 30/360

Up-Front Fee: \$0

Costs of Issuance: Lender plans to use Kutak Rock LLP as outside legal counsel. Lender's Counsel fee to be paid by the Lender. Attorney contact information is provided below:

Andrew Romshek
Kutak Rock LLP
1650 Farnam Street
Omaha, NE 68102
(402) 231-8797

Andrew.Romshek@KutakRock.com

Bradley Nielsen
Kutak Rock LLP
650 Farnam Street
Omaha, NE 68102
(402) 231-8780

bradley.nielsen@KutakRock.com

Prepayment: The Facility may be prepaid in whole, but not in part, any time at par plus accrued interest. Partial prepayment may be available upon request.

Security: The 2022 Note and interest thereon will be payable solely from and secured by a covenant to budget and appropriate legally available non-ad valorem revenues.

Financial Reporting:	<p>Borrower shall provide directly to the Lender:</p> <ol style="list-style-type: none"> 1. Annual audited financial statements including operating statistics within 270 days of Borrower's fiscal year end.
Financial Covenants:	<p>Anti-dilution test of 1.25x as currently defined. Debt service fund as referenced in the Loan Agreement.</p> <p>Any amendment, modification and/or waiver will require the consent in writing by the Lender.</p>
Default Rate:	<p>3% above the current interest rate for any outstanding payments in default, upon the occurrence of a payment default longer than 90 days, the default interest rate shall apply to all outstanding principal, until the payment default has been cured.</p>
Event of Taxability and Gross-Up Rate:	<p>An Event of Taxability will be based only on action or non-action of Authority. In the Event of Taxability, the tax-exempt interest rate would convert to the taxable interest rate of 3.995%.</p>
Increased Cost:	<p>No increased cost provisions will be required by the Lender.</p>
Documents:	<p>All documents shall be attorney prepared and in form and substance acceptable to the Lender and its legal counsel, including legal opinions customary for transactions of this nature. Bond counsel will provide a Validity Opinion regarding the legality, validity, and enforceability of the Facility and a Tax Opinion regarding the tax-exempt nature of the interest earnings on the financing, if converted.</p> <p>No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.</p>
Credit Approval:	<p>Lender has received a positive credit pre-screen for this transaction. The estimated amount of time required to obtain final credit approval is 1-3 business days after receipt of formal award assuming timely receipt of requested financial information, if any.</p>
Conditions Precedent to Closing:	<p>Borrower's obligation will be subject to such terms and conditions that Lender may require with respect to this transaction, or as are customarily required with respect to similar credits and as set forth in the facility documents. Without limitation, such terms and conditions shall include:</p> <ol style="list-style-type: none"> 1. Absence of Default. 2. Accuracy of Representations and Warranties. 3. Negotiation and Execution of satisfactory closing documents. 4. Absence of material adverse change in financial condition of Borrower during the period from the date hereof to the Closing Date. 5. Formal credit approval by the Lender.
Firm Experience:	<p>The Lender is a subsidiary of KeyBank, N.A. KGF's portfolio consists of over \$5 billion of tax-exempt and taxable leases, loans, and bonds for municipalities, not-for-profits, and manufacturers across the United States.</p>
Other:	<p>The Lender will make a loan by purchasing the 2022 Note under the following additional conditions: (i) the 2022 Note is not being registered under the Securities Act of 1933 and is not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state; (ii) the Lender will hold the 2022 Note as one single debt instrument; (iii) no CUSIP numbers will be obtained for the 2022 Note; (iv) no final official Statement has been prepared in connection with the private placement of the 2022 Note; (v) the 2022 Note will not close through the DTC or any similar repository and will not be in book entry form; and (vi) the 2022 Note is not listed on any stock or other securities exchange.</p>
Expiration Date:	<p>May 5, 2022.</p>

Proposal Acceptance/Expiration

This proposal is issued in reliance upon the accuracy of all information presented by you to us and is contingent upon the absence of any material adverse change in your condition, financial or otherwise, from the condition as it was represented to us at the time of this proposal. This proposal is subject to our formal approval and the execution of documentation acceptable to each of us. **IT IS NOT A COMMITMENT BY US TO ENGAGE IN THIS TRANSACTION.**

(a) Key Government Finance (“KGF”) is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Exchange Act to you with respect to the information and material contained in this communication; (b) KGF is acting for its own interests; and (c) you should discuss any information and material contained in this communication with any and all internal or external advisors and experts that you deem appropriate before acting on this information or material.

KGF (i) is an entity directly or indirectly controlled by a bank or under common control with a bank, other than a broker, dealer or municipal securities dealer registered under the Securities Exchange Act of 1934, and (ii) the present intent of the KGF, is to hold the municipal securities to maturity or earlier redemption or mandatory tender. Any placement agent, broker or financial advisor may rely upon the representations and warranties contained in this paragraph.

Lender notifies Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56, as amended and supplemented) (the “Patriot Act”), that Lender is required to obtain, verify and record all information that identifies Borrower, which information includes the name and address of Borrower and other information that will assist Lender to identify Borrower in accordance with the Patriot Act.”

Lender acknowledges that, in connection with Borrower’s compliance with any continuing disclosure undertakings (each, a “Continuing Disclosure Agreement”) entered into by Borrower pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the “Rule”), Borrower may be required to file with the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access system, or its successor (“EMMA”), notice of its incurrence of its obligations under this Facility and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with this Facility, in each case including a description of the material terms thereof (each such notice, an “EMMA Notice”). Borrower shall not file or submit or permit the filing or submission of any EMMA Notice that includes any of the following unredacted information regarding Lender or any Escrow Agent: physical or mailing addresses, account information, e-mail addresses, telephone numbers, fax numbers, tax identification numbers, or titles or signatures of officers, employees or other signatories. Borrower acknowledges and agrees that Lender is not responsible in connection with any EMMA Notice relating to this Facility for Borrower’s compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities laws, including but not limited to those relating to the Rule.

If the outlined foregoing proposal is satisfactory, reflects an arrangement that suits the need of your organization and you would like Key to commence its due diligence process, please sign and return this proposal. The terms described in this proposal will expire on May 5, 2022 if we have not received an authorized signed copy on or before such date.

Thank you for allowing us the opportunity to present this Proposal. If you have any questions, please call me at 315-470-5180.

Sincerely,

Key Government Finance, Inc.

By: _____


David Zapata
VP & East Region Manager
201 South Warren Street, 4th Floor
Syracuse, NY 13202
David_Zapata@keybank.com

APPROVED THIS _____ DAY OF _____, 2022

Town of Highland Beach, FL

By: _____

Print Name: _____

Title: _____

Proposal Submitted by:

Pinnacle Public Finance, Inc.

April 28, 2022

VIA Electronic Mail

Mr. Marshall Labadie
Town Manager
Town of Highland Beach, Florida

Mr. Jon Ford
Ford & Associates, Inc.

**RE: Request for Proposals – Town of Highland Beach, Florida
Non-Ad Valorem Revenue Note, Series 2022**

Dear Mr. Labadie and Mr. Ford,

Pinnacle Public Finance, Inc., a BankUnited Company, is pleased to provide this response to the Request for Proposal for the Town of Highland Beach, Florida Non-Ad Valorem Revenue Notes, Series 2022. Pinnacle is submitting for Structure 1 only.

Corporate Overview: In October 2010, BankUnited acquired the public finance business from Koch Financial Corporation and now operates it under the name Pinnacle Public Finance, Inc. Pinnacle is headquartered in Scottsdale, Arizona and is a market leader in providing financing directly to its state and local government clients and through its vendor programs and alliances.

Since beginning as Pinnacle, our group has funded over 2,380 municipal transactions nationwide totaling more than \$3.4 billion. Pinnacle has the knowledge and the resources to fund complex programs that require innovative and flexible financing solutions.

Given that BankUnited is based in Florida, Pinnacle is strongly committed to meeting the needs of our Florida clients. Members of our team have successfully funded more than 50 transactions totaling over \$540 million in Florida.

Our proposed terms and conditions are as follows:

Borrower:	Town of Highland Beach, Florida (“Borrower” or “Town”)
Lender:	Pinnacle Public Finance, Inc., a BankUnited Company (“Lender” or “Pinnacle”)
Municipal Advisor:	Ford & Associates, Inc. (“Advisor”)
Note Counsel:	Greenspoon Marder LLP (“Note Counsel”)
Lender’s Counsel:	Chapman and Cutler LLP (“Lender’s Counsel”)

Issue Type: Municipal loan in the form of a note (the “Loan”). The registered owner will be Pinnacle Public Finance, Inc. and Pinnacle requests physical delivery of the note, printed on safety paper, with no CUSIP and no reference to DTC or book-entry only system.

Transaction Amount: \$5,050,000 (*preliminary and subject to change*)

Purpose: The Loan proceeds will be used to fund the construction of a new fire station and related appurtenances in the Town and pay the costs of issuance.

Security: The payment of principal and interest will be secured by a covenant to budget and appropriate from all legally available Non-Ad Valorem revenues of the Town.

Term: The Loan will have a final maturity of March 30, 2032 with an average life of approximately 5.4 years

Interest Rates: 3.13%

Interest Rate Expiration: The Interest Rate is valid through May 20, 2022.

Projected Funding Date: It is assumed the Loan will fund on or before May 20, 2022.

Payment Frequency: Principal and interest will be paid semi-annually each March 30 and September 30, commencing September 30, 2022.

Debt Service Requirements: Please see the attached Preliminary Debt Service Schedule.

Prepayment Terms:

Prepayment in Whole
Prior to March 30, 2027, the Loan is not subject to prepayment. Beginning March 30, 2027, the Loan is subject to prepayment in whole any time at a price equal to par plus accrued interest.

Prepayment in Part
Prior to March 30, 2027, the Loan is not subject to prepayment. Beginning March 30, 2027, the Loan is subject to prepayment in part one-time per year on a payment date in a minimum amount of \$250,000 at a price equal to par. Partial prepayments will be applied on a pro rata basis.

Subject to negotiation.

Documentation: The Lender assumes all financing documentation will be prepared by Note Counsel in form and content acceptable to the Lender and Lender’s Counsel. Further, it is assumed Note Counsel will provide a validity and tax opinion at no cost to the Lender.

This proposal is subject to review and acceptance of all documents by the Lender and Lender’s Counsel.

**Gross Up for
Taxability:**

The Lender will require a gross up provision in the event the Loan becomes taxable due to actions or omissions of the Town. If the Loan becomes taxable the taxable rate of interest will be calculated using the formula below:

$$\text{Interest Rate} / (1.00 - \text{Maximum Current Corporate Tax Rate}^*) = \text{Taxable Rate}$$

*Such Corporate Tax Rate being expressed as a decimal.

Maximum Federal Corporate Tax Rate means, for any day, the maximum rate of income taxation imposed on corporations pursuant to Section 11(b) of the Code, as in effect as of such day (or, if as a result of a change in the Code, the rate of income taxation imposed on corporations generally shall not be applicable to the Lender, the maximum statutory rate of federal income taxation which could apply to the Lender as of such day).

The taxable interest rate will be effective as of the date of a final determination of the Internal Revenue Service or a court of competent jurisdiction or an opinion of a nationally recognized bond counsel selected by the Lender.

**Requested
Provisions:**

The Lender assumes customary events of default for a transaction of this nature will be included. The Lender requests a default rate of 6% be included in the transaction with the default rate going to 7% if the obligation has become taxable as described in Gross Up for Taxability. *Subject to negotiation.*

The Lender requires the Loan proceeds be deposited in a segregated account with a financial institution of the Borrower’s choice to manage draws during the construction phase.

The Lender may require a regular accounting of the use of Loan proceeds during the construction phase. *Subject to negotiation.*

The Lender anticipates the Borrower will be subject to an Additional Bonds / Anti-Dilution Test requiring a minimum of 1.25X coverage as long as the Loan is outstanding.

The Lender requires the Loan documents make no reference to any Uniform Commercial Code Section relating to Investment Securities (i.e., UCC Article 8).

The Lender requires the ability to transfer the Loan as stated below in Assignment.

Reporting: The Lender will request that the Borrower agree to provide its CAFR within 210 days of the close of each fiscal year. Additionally, the Lender will request that the Borrower agree to provide such other financial information as the Lender may reasonably request, including but not limited to, its annual budget for any prior or current fiscal year or subsequent fiscal years. *Subject to negotiation.*

Assignment: It is our present intention to hold the Loan to maturity; however, the Lender will require that it reserves the right to assign, transfer or convey the Loan (or any interest therein or portion thereof) only to any of its affiliates or to banks, insurance companies or similar financial institutions or their affiliates, including participation arrangements with such entities.

Fees/Closing Costs: The Lender proposes the inclusion of up to \$7,000 for Lender's Counsel in the costs of issuance. The Borrower will be responsible for any fees or expenses with respect to its (i) issuing costs, (ii) legal counsel (iii) Note Counsel and (iv) title/registration fees, if any.

Pre-Close Requirements: The Lender will require a complete executed copy of the transcript by noon the day prior to funding (a scanned copy is acceptable). Ultimately, the Lender will require a complete transcript with original signatures.

Borrower Covid-19 Impact Representation: Pinnacle reserves the right to ask the Town to provide a signed copy of a Certificate of Director of Finance Regarding Covid-19 Impact. A form of the certificate and associated questions has been included with this proposal.

IRMA Representation: The Lender requests the Borrower provide a letter confirming the Advisor is acting as Independent Registered Municipal Advisor under the SEC Municipal Advisor Rule. A copy of the requested letter is provided with this proposal.

Pinnacle's Role As Lender: The transaction described in this document is an arm's length, commercial transaction between the Borrower and Pinnacle in which: (a) Pinnacle is acting solely as a principal (*i.e.*, as a lender) and for its own interest; (b) Pinnacle is not acting as a municipal advisor or financial advisor to the Borrower; (c) Pinnacle has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to the Borrower with respect to this transaction and the discussions, undertakings and procedures leading thereto (irrespective of whether Pinnacle has provided other services or is currently providing other services to the Borrower on other matters); (d) the only obligations Pinnacle has to the Borrower with respect to this transaction are set forth in the definitive transaction agreements between Pinnacle and the Borrower; and (e) Pinnacle is not recommending that the Borrower take an action with respect to the transaction described in this document, and before taking any action with respect to this transaction, the Borrower should discuss the information contained herein with its own legal, accounting, tax, financial and other advisors, as it deems appropriate.

Credit Approval: This proposal is subject to credit approval.

Please feel free to call me at **480.688-4064** with any questions or further clarification.

Thank you for the opportunity to present this proposal.

Sincerely,



Blair Swain
Senior Vice President, Direct Markets

Preliminary Debt Service Schedule

Totals:		\$5,909,861.43	\$859,861.43	\$5,050,000.00	Rate 3.1300%	\$5,909,861.43	
Pmt #	Payment Date	Payment Amount	Interest	Principal	Purchase Price	Outstanding Balance	Annual Total
	5/20/2022					\$5,050,000.00	
1	9/30/2022	\$215,079.03	\$57,079.03	\$158,000.00	Non-Callable	\$4,892,000.00	
2	3/30/2023	\$298,559.80	\$76,559.80	\$222,000.00	Non-Callable	\$4,670,000.00	\$513,638.83
3	9/30/2023	\$298,085.50	\$73,085.50	\$225,000.00	Non-Callable	\$4,445,000.00	
4	3/30/2024	\$298,564.25	\$69,564.25	\$229,000.00	Non-Callable	\$4,216,000.00	\$596,649.75
5	9/30/2024	\$298,980.40	\$65,980.40	\$233,000.00	Non-Callable	\$3,983,000.00	
6	3/30/2025	\$299,333.95	\$62,333.95	\$237,000.00	Non-Callable	\$3,746,000.00	\$598,314.35
7	9/30/2025	\$298,624.90	\$58,624.90	\$240,000.00	Non-Callable	\$3,506,000.00	
8	3/30/2026	\$298,868.90	\$54,868.90	\$244,000.00	Non-Callable	\$3,262,000.00	\$597,493.80
9	9/30/2026	\$299,050.30	\$51,050.30	\$248,000.00	Non-Callable	\$3,014,000.00	
10	3/30/2027	\$299,169.10	\$47,169.10	\$252,000.00	\$2,762,000.00	\$2,762,000.00	\$598,219.40
11	9/30/2027	\$299,225.30	\$43,225.30	\$256,000.00	\$2,506,000.00	\$2,506,000.00	
12	3/30/2028	\$300,218.90	\$39,218.90	\$261,000.00	\$2,245,000.00	\$2,245,000.00	\$599,444.20
13	9/30/2028	\$300,134.25	\$35,134.25	\$265,000.00	\$1,980,000.00	\$1,980,000.00	
14	3/30/2029	\$299,987.00	\$30,987.00	\$269,000.00	\$1,711,000.00	\$1,711,000.00	\$600,121.25
15	9/30/2029	\$300,777.15	\$26,777.15	\$274,000.00	\$1,437,000.00	\$1,437,000.00	
16	3/30/2030	\$300,489.05	\$22,489.05	\$278,000.00	\$1,159,000.00	\$1,159,000.00	\$601,266.20
17	9/30/2030	\$301,138.35	\$18,138.35	\$283,000.00	\$876,000.00	\$876,000.00	
18	3/30/2031	\$300,709.40	\$13,709.40	\$287,000.00	\$589,000.00	\$589,000.00	\$601,847.75
19	9/30/2031	\$301,217.85	\$9,217.85	\$292,000.00	\$297,000.00	\$297,000.00	
20	3/30/2032	\$301,648.05	\$4,648.05	\$297,000.00	\$0.00	\$0.00	\$602,865.90

Proposal Submitted by:

Signature Public Funding Corp.

PROPOSAL AND TERMS SHEET

Non-Ad Valorem Revenue Note, Series 2022

By and Between

Signature Public Funding Corp.,

and

Town of Highland Beach, Florida



SIGNATURE
PUBLIC FUNDING

Signature Public Funding Corp.,
a wholly-owned subsidiary of Signature Bank

Signature Public Funding Corp.
Dennis McDermott, Executive Sales Officer
600 Washington Avenue, Suite 305
Towson, Maryland 21204
(470) 597-9280
dmcdermott@signatureny.com



SIGNATURE
PUBLIC FUNDING

April 28, 2022

Marshall Labadie
Town Manager
Town of Highland Beach, Florida

RE: Non-Ad Valorem Revenue Note, Series 2022

Dear Mr Labadie:

Signature Public Funding Corp. is pleased to present a proposal for purchase of the Non-Ad Valorem Revenue Note, Series 2022 (the "Bonds"). The terms and conditions of our proposal are outlined in the attached Proposal & Terms Sheet.

If you have questions about the proposal please contact me for clarification or follow-up.

Yours truly,



Dennis M. McDermott
Executive Sales Officer

PROPOSAL & TERMS SHEET

Town of Highland Beach, Florida

ISSUER:	Town of Highland Beach, Florida, (“Issuer”), which shall be political subdivision or body corporate and politic of the State of Florida and qualify as a political subdivision within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the “Code”).
PURCHASER:	Signature Public Funding Corp., a wholly-owned subsidiary of Signature Bank (“Purchaser”), or its Assignee.
USE OF PROCEEDS:	The proceeds will be used to finance a new fire station and to pay the cost of issuance.
TYPE OF FINANCING:	Covenant to budget and appropriate.
INTEREST RATE:	3.168% The Term Sheet assumes a closing no later than May, 28, 2022. If funding does not take place by <u>May 20, 2022</u> , then the Interest Rate may be adjusted based changes in average life Swap Rate in effect on any of the three (3) days prior to the actual closing date. Once set, the Initial Interest Rate will remain fixed through the maturity date of the Bonds.
SECURITY:	<p>The Bonds will be secured by a covenant to budget and appropriate from all Non-Ad Valorem Revenues of the Town.</p> <p>The Bonds will be additionally secured by a lien on and pledge of the tax increment revenues collected by the CRA.</p>
FINAL MATURITY DATE:	March 30, 2032
REPAYMENT:	<p>A principal amortization table can be found attached hereto as <u>Annex A</u>. Any changes to the final principal schedule will be determined in a manner that does not materially alter the weighted average life of the principal recovery as reflected in the principal schedule of the Request for Proposal.</p> <p>If any amounts due and owing with respect to the Bonds (including principal, interest, or other amounts) are not paid within thirty (30) days of the regularly scheduled</p>

due date, then such amounts will accrue and be subject to additional interest at the Taxable Interest Rate as defined below. The Taxable Interest Rate shall be calculated on a 30/360 basis, and charged for each day after the due date that such payment remains unpaid.

TAX EXEMPT STATUS:

The Bonds will be a tax-exempt financing such that the interest component of payments will be excluded from the gross income calculations of the Purchaser's federal and state taxes. The Issuer covenants and agrees to comply with all requirements of the Code and other rules, laws, regulations and promulgations necessary to keep the interest portion exempt from such income taxes. In the event that the interest income on the Bonds is included in the Purchaser's federal and state gross income tax calculations for any reason not related to an act or omission on the part of the Purchaser, a per annum interest rate not to exceed 6.40% (the "Taxable Interest Rate") will be due on the outstanding principal of the Bonds, together with any fees, fines or penalties, that results in the Purchaser's interest income being deemed taxable by the IRS.

The Purchaser has not provided, nor will it provide tax or accounting advice to the Issuer regarding this transaction or the treatment thereof for tax and accounting purposes. The Purchaser is not a registered financial advisor, nor registered with IRMA, the MSRB or as broker-dealer in securities. The Issuer has obtained independent tax, financial advisory, securities and accounting advice as it deems necessary. An 8038-G will be provided with respect to the Bonds issued in connection herewith.

PREPAYMENT:

The Bonds will not be subject to prepayment prior to **September 1, 2028** (the "No Call Period"). On or after **September 1, 2028** the Issuer will be able to prepay the Bonds in whole on any payment date following 30 days' prior written notice at par.

LEGAL OPINION:

The Issuer's counsel shall furnish Purchaser with a validity and tax opinion covering, *inter alia*, the tax-exempt nature of this transaction, the ability of the Issuer to issue the Bonds, and the approval of the documentation used in connection therewith. This opinion shall be in a form and substance satisfactory to Issuer and its counsel.

DOCUMENTATION:

The documentation will be prepared by the Issuer's counsel and is subject to review, reasonable negotiation

and approval by Purchaser, and its counsel. The Issuer will be responsible for a \$5,000 fee to Purchaser, which Purchaser will be applied to Purchaser's legal and other transaction costs.

Documentation shall include all standard representations, warranties, and covenants typically associated with a transaction of this nature, including any requirements of the Purchaser's final credit approval.

REGISTRATION:

CUSIP numbers will not be required or assigned to this issuance.

DUE DILIGENCE:

This proposal shall not be construed as a commitment to lend by Purchaser and is subject to final credit approval by the Signature Public Funding Corp. and Signature Bank and approval of the definitive documentation for the transaction in Signature Public Funding Corp.'s sole discretion. To render a final credit decision, the Issuer shall provide Purchaser with the information requested above. Any and all capitalized terms not specifically defined herein shall be given their meaning under the Bond Documents.

PROPOSAL & TERMS SHEET: PROPOSAL ACCEPTANCE
Town of Highland Beach, Florida

ACCEPTANCE BY Issuer:

The Proposal & Terms Sheet submitted by Signature Public Funding Corp., has been reviewed, agreed to, and accepted by Town of Highland Beach, Florida, on _____, 2022.

AGREED AND ACCEPTED:

Town of Highland Beach, Florida

By: _____
Name:
Title:

Proposal Submitted by:

Synovus Bank



Government Banking Solutions

April 28, 2022

Marshall Labadie
Town Manager
Town of Highland Beach, FL
3614 S. Ocean Blvd.
Highland Beach, FL

VIA EMAIL: mlabadie@highlandbeach.us

Jon Ford
Ford & Associates, Inc.

VIA EMAIL: jonford@fordassocinc.com

RE: \$5,050,000 Town of Highland Beach, FL, Non-Ad valorem Revenue Note, Series 2022

We truly appreciate the opportunity to be your partner in this endeavor. As you will see, Synovus Bank understands the complex issues encountered by governmental entities. Having an experienced Government Banking Solutions team, coupled with the approach of local community relationships, we are positioned to not only provide the attached proposal, but also to assist in future needs of the Town.

With a history dating back to 1888 based on a single act of kindness, Synovus Bank has grown into a full-service financial services company that's proud to meet the banking needs of families, individuals, businesses, and governmental entities across the Southeast. Through our family of companies spanning commercial and retail banking, mortgage and investments, we're committed to building long-term relationships and providing responsive, caring service. We remain committed to the philosophies that have made us unique and successful in the markets we serve. The key to our success has been, and always will be, our service culture. Our people believe in honesty and treating people right – keeping the customer first. Our goal extends beyond solely offering products. It includes taking an advisory role and collaborating with our clients to achieve higher performance.

Our name, like our company, is unique, a word formation composed of synergy and novus. Synergy means working together – the interaction of separate components in such a way that the total is greater than the sum of the individual efforts. Novus, a Latin word, means new – usually of superior quality and different from others in the same category.

Please note, in the event the Town chooses the Draw-Down option, the bank would entertain the delay of principal payments until the completion of the project. The revised amortization schedule would be agreed upon by both parties.

Once again, we look forward to the opportunity to be your partner. If after review, you have any questions or need additional information please feel free to contact either of us at the numbers listed below.

Respectfully,

Andy LaFear
Government Banking Solutions
Synovus Bank
7768 Ozark Drive, Suite 100
Jacksonville, FL 32256
(904) 347-7068
andylafear@synovus.com

Jim Mitchell, SVP
Sr. Director, Government Banking Solutions
Synovus Bank
2325 Vanderbilt Beach Road
Naples, FL 34109
(239) 552-1819
jimitchell@synovus.com



Government Banking Solutions

April 28, 2022

Marshall Labadie
Town Manager
Town of Highland Beach, FL
3614 S. Ocean Blvd.
Highland Beach, FL

VIA EMAIL: mlabadie@highlandbeach.us

Jon Ford
Ford & Associates, Inc.

VIA EMAIL: jonford@fordassocinc.com

RE: \$5,050,000 Town of Highland Beach, FL, Non-Ad valorem Revenue Note, Series 2022

Synovus Bank ("Lender", "Bank" and/or "Synovus") is pleased to consider a financing arrangement (the "Facility") for the Town of Highland Beach, Florida (the "Town") the basic terms and conditions of which are set forth below. This financing proposal is not exhaustive, and the credit facility is subject to other terms and conditions normally required by Synovus for similar transactions. The proposed Facility is subject to the satisfactory completion of Synovus's customary due diligence, underwriting and receipt of credit approval. This letter is not a commitment to lend.

Borrower: Town of Highland Beach, Florida (the "Town")

Facility: Bank Qualified, Tax-Exempt Note

Amount: \$5,050,000 (not to exceed)

Purpose: The Town will use the proceeds to finance the construction of a new fire station and related appurtenances in the Town (the "Project"), as well as to pay transaction costs related to the 2022 Note.

Collateral: The Note is a limited obligation of the Town payable solely from and secured by a covenant to budget and appropriate ("CB&A") legally available non-ad valorem revenues, subject to customary caveats.

Term: Option A - Drawdown Option - The term of the Draw Period shall not exceed 12 months from the date of closing. Upon expiration of the Draw Period, the draw down line shall convert to an amortizing Note over the remaining 106-month period. The term of the Note shall not exceed 9 years

and 10 months (118 months) from the date of closing, fully amortizing with a final stated maturity of March 30, 2032.

Option B - Fully Funded at Closing Option - The term of the Note will be 118 months. Fully amortizing with a final stated maturity of March 30, 2032.

Interest Rate: Option A) The interest rate will be fixed at **3.28** percent at closing. The rate will be held until May 28, 2022. In the event the closing is delayed past that date, the rate will be reset three days prior to the scheduled closing and will equal 79 percent of the prevailing Ten (10) Year Treasury Constant Maturity plus 109 basis points with a floor of **3.28** percent. This rate will be fixed until Final Maturity of March 30, 2032.

Option B) The interest rate will be fixed at **3.26** percent at closing. The rate will be held until May 28, 2022. In the event the closing is delayed past that date, the rate will be reset three days prior to the scheduled closing and will equal 79 percent of the prevailing Ten (10) Year Treasury Constant Maturity plus 107 basis points with a floor of **3.26** percent. This rate will be fixed until Final Maturity of March 30, 2032.

The Treasury Constant Maturity will be as published by the Federal Reserve located via the internet at <https://www.federalreserve.gov/releases/h15/>.

Repayment: Semi-Annual principal and interest payments on the 30th of each March and September, commencing September 30, 2022. Interest will be calculated on the basis of a 360-day year comprised of twelve 30-day months.

Pre-payment: The Note can be prepaid at a premium of 102 percent any time prior to the third anniversary of the closing date and at par thereafter.

Fees: The Town's Bond counsel will provide documentation associated with this transaction. Documentation will be subject to the review and approval of the Bank and the Bank's counsel. The Town agrees to pay all legal fees and expenses of the Bank associated with the review and closing of this transaction, which costs may be paid with proceeds of the Note. Legal costs shall be capped at no more than \$7,500. The Bank's legal counsel for proposed transaction will be Foley and Lardner.

Covenants: For so long as any of the principal amount of or interest on the proposed Note is outstanding or any duty or obligation of the Town contemplated under the proposed Note remains unpaid or unperformed, the Town covenants to the Bank as follows:

- 1) **Payment** – the Town shall pay the principal of and interest on the proposed Note at the time and place and in the manner provided in the Note.

- 2) **Notice of Defaults** – the Town shall within ten days after it acquires knowledge thereof, notify the Bank in writing upon the happening, occurrence, or existence of any Event of Default, and any event or condition which with the passing of time or giving of notice, or both, would constitute an Event of Default, and shall provide the Bank with such written notice, a detailed statement by a responsible officer of the Town of all relevant facts and the action being taken by the Town with respect thereto.
- 3) **Records** – the Town agrees that any and all records of the Town related to the Note shall be open to inspection by the Bank, or its representatives at all reasonable times at the office of the Town.
- 4) **Maintain Existence** – The Town will take all reasonable legal action within its control in order to maintain its existence as a political subdivision of the State and shall not voluntarily dissolve.
- 5) **Notice of Liabilities** – the Town shall promptly inform the Bank in writing of any actual or potential contingent liabilities or pending or threatened litigation of an amount limited to \$5,000,000 or greater that could reasonably be expected to have a material and adverse effect upon the financial condition of the Town or upon the ability of the Town to perform its obligation under the proposed Note.
- 6) **Insurance** – The Town shall maintain such liability, casualty, and other insurance as is reasonable and prudent for a similarly situated Town and shall upon request of the Bank, provide evidence of such coverage to the Bank.
- 7) **Comply with Laws** – the Town is in compliance and shall comply with all applicable federal, state, and local laws and regulatory requirements.
- 8) **Books and Records** – Books and records of the Town shall be kept in which complete and correct entries shall be made, in accordance with generally accepted accounting principles.

Financial Reporting

The Town will cause a financial audit to be completed of its books and accounts for each fiscal year, beginning with the fiscal year ending September 30, 2021, and shall furnish such financial audit to the Bank within 270 days of the end of each such fiscal year. The financial audit shall be prepared in accordance with Chapter 10.550 of the Rules of the Florida Auditor General or the provisions of any successor state or rule governing Florida local governmental entity audits. In addition, the Town shall adopt an annual budget as required by law. The Town shall provide the Bank with a copy of its annual operating budget for each fiscal year not later than 45 days after the commencement thereof.

Anti-Dilution Test

The Town shall not incur any Included Debt unless the amount of Legally Available Non-Ad Valorem Revenues during the fiscal year of the Town most recently concluded prior to the incurrence of such Included Debt and for which audited financial statements of the Town are available, as adjusted, equals or exceeds 125 percent of the maximum annual debt service requirement of all Included Debt, including the proposed debt. Included Debt shall mean all indebtedness of the Town payable from Legally Available Non-Ad Valorem

Revenues or by a pledge of a particular source or sources of Legally Available Non-Ad Valorem Revenues.

Events of Default:

An "Event of Default" shall be deemed to have occurred under the Note if:

1. The Town shall fail to make any payment of the principal of or interest on the Note after the same shall become due and payable, whether by maturity, or otherwise; or
2. The Town shall default in the performance of or compliance with any term or covenant contained in the Note Documents, which Default or noncompliance shall continue and not be cured within thirty (30) days after (i) notice thereof to the Town by the Bank; or (ii) the Bank is notified of such noncompliance or should have been so notified, whichever is earlier; or
3. Any representation or warranty made in writing by or on behalf of the Town in any Note Document shall prove to have been false or incorrect in any material respect on the date made or reaffirmed; or
4. The Town admits in writing its inability to pay its debts generally as they become due or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself; or
5. The Town is adjudged insolvent by a court of competent jurisdiction, or it is adjudged bankrupt on a petition in bankruptcy filed by or against the Town, or an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the Town, a receiver or trustee of the Town or of the whole or any part of its property, and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within 90 days from the date of entry thereof; or
6. The Town shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or the State of Florida; or
7. Failure by the Town promptly to remove any execution, garnishment or attachment of such consequence as will materially impair its ability to carry out its obligations.

Default Rate: The "default rate of interest" shall be the lesser of five percentage points in excess of the Bank's Prime Rate of interest or the maximum interest rate allowed by law, charged at the time of the event of default.

Interest Rate

Adjustments: In the event the interest on the Note becomes subject to federal income tax in any period due to **actions or inactions of the Town**, the interest rate will convert to the taxable rate during that period. The taxable rate will be calculated by dividing the tax-exempt rate by 1 minus the maximum federal tax rate at the time the Note becomes taxable. In addition, the Town shall make the Bank whole for any interest, penalties, and additions to tax suffered by the Bank.

*Conditions of
Lending:*

The obligations of the Bank to lend hereunder are subject to the following conditions precedent:

- a) Documents are and shall be true and correct to the best of the Town's knowledge at the time of closing.
- b) On the closing date the Town shall be in compliance with all the terms and provisions set forth in the documents on its part to be observed or performed, and no Event of Default nor any event that, upon notice or lapse of time or both, would constitute such an Event of Default, shall have occurred and be continuing at such time.
- c) On or prior to the closing date, the Bank shall have received the following supporting documents, all of which shall be satisfactory in form and substance to the Bank (such satisfaction to be evidenced by the acceptance of the Bonds by the Bank): (i) the opinion of bond counsel to the Town, regarding the due authorization, execution, delivery, validity and enforceability of the Agreement and the Note, the Town's power to incur the debt evidenced by the Note, the due adoption and enforceability of the Note Resolution and the due creation and existence of the Town and to the effect that the Note is excluded from gross income for federal income tax purposes, and (ii) such additional supporting documents as the Bank may reasonably request.
- d) No material and adverse changes shall have occurred in the financial condition of the Town.
- f) The Bank shall not be required to enter into the proposed Credit Accommodation until the completion of all due diligence inquiries, receipt of approvals from all requisite parties and the execution and receipt of all necessary documentation reasonably acceptable to the Bank and its counsel. The Bank complies with the US Patriot Act of 2001 (the "Act"), including, but not limited to; those sections relating to customer identification, monitoring and reporting of suspicious activities, and the prevention of money laundering. This Act mandates that we verify certain information about the borrower and any guarantor while processing the Credit Accommodation request. Furthermore, certain assumptions are made for this proposal which, if altered, could affect the overall credit approval and or the terms of the proposed Credit Accommodation.

*Waiver of
Jury Trial*

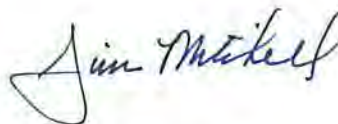
Town and Bank knowingly, intentionally, and voluntarily waive any right which any of them may have to a trial by jury in connection with any matter directly or indirectly relating to any Bond document executed in connection herewith or any other matter arising from the relationship between Bank and Town.

Synovus Bank appreciates the opportunity to submit this Proposal and looks forward to your favorable response. If you have any questions or need additional information, please do not hesitate contacting either of us at the numbers below.

Respectfully,



Andy LaFear
Government Banking Solutions
Synovus Bank
7768 Ozark Drive, Suite 100
Jacksonville, FL 32256
(904) 347-7068
andylafear@synovus.com



Jim Mitchell, SVP
Sr. Director, Government Banking Solutions
Synovus Bank
2325 Vanderbilt Beach Road
Naples, FL 34109
(239) 552-1819
jimmitchell@synovus.com

Agreed to and accepted this ____ day of _____, 2022.

BORROWER: **Town of Highland Beach, Florida**

Signature: _____

Name: _____

Title: _____

Proposal Submitted by:

Huntington Public Capital Corporation



TERM SHEET

DATE:	April 28, 2022
ISSUE:	Non-Ad Valorem Revenue Note, Series 2022 (the "Note")
ISSUER/BORROWER:	Town of Highland Beach, Florida (the "Town")
PURCHASER/LENDER:	Huntington Public Capital Corporation ("Huntington")
SECURITY:	The 2022 Note is not subject to annual appropriation. The 2022 Note and interest thereon will be payable solely from and secured by a covenant to budget and appropriate legally available non-ad valorem revenues, subject to customary caveats.
PRINCIPAL AMOUNT:	\$5,050,000 (fully drawn at closing)
USE OF PROCEEDS:	The proceeds from the sale of the Note will be used to finance the construction of a new fire station and related buildings in the Town (the "Project").
BOND COUNSEL:	Greenspoon Marder LLP
PURCHASER'S COUNSEL:	TBD
CLOSING DATE:	May 20, 2022
TAX STATUS:	Tax Exempt, Bank Qualified
FINAL MATURITY:	March 30, 2032
INTEREST RATE:	3.41%
RATE ADJUSTMENT:	If the funding of the Notes has not occurred by May 20, 2022, then the Interest Rate and payment will be adjusted to maintain Huntington's economics as of the date of issuing this Term Sheet.
FEE TO HUNTINGTON FOR COUNSEL:	Up to \$5,000.00
TRANSACTION FEES:	All transaction fees, including those of Bond Counsel, shall be the responsibility of the Issuer.
INTEREST PAYMENTS:	Semiannual Payments on March 30 th and September 30 th , computed on the basis of a 30-day month and 360-day year and beginning September 30, 2022.
PRINCIPAL PAYMENTS:	Semiannual Payments on March 30 th and September 30 th in accordance with Exhibit A in the RFP document: Estimated 2022 Note Amortization Schedule.
OPTIONAL PREPAYMENT:	This Note shall be subject to prepayment by the Town in whole, but not in part, at par at any time upon 30 days written notice beginning on September 30, 2029.
DIRECT PLACEMENT:	Huntington is extending credit as a lender in the usual course of its loan business through the purchase of the Notes for its own account in its normal and customary business practice, with no current intention on the resale, distribution or transfer thereof.
DOCUMENTATION:	Transaction documents shall be prepared by Bond Counsel, subject to review and approval by Huntington and its Purchaser's Counsel.

PAYING AGENT: Town of Highland Beach, Florida

RATING: Not required by Huntington

POS/OFFICIAL STATEMENT: Not required by Huntington

CUSIP: Not required by Huntington

DTC CLOSING: Not required by Huntington

PROPOSAL EXPIRATION: This proposal shall expire at Huntington's option if (a) Huntington has not received the Issuer's written acceptance by May 5, 2022 and (b) if the closing date of the Notes has not occurred by May 20, 2022.

HUNTINGTON CONTACT: Abby King
Huntington Public Capital
Cell: (614) 204-0121
Email: abby.king@huntington.com

Respectfully Submitted,

Abigail E King

ACCEPTED BY:

Town of Highland Beach, Florida

By _____

Name _____

Title _____

Date _____

Huntington Public Capital® ("HPC"), a division of The Huntington National Bank (the "Bank"), is providing the information contained in this document for discussion purposes only in connection with an arm's-length transaction under discussion between you and HPC. If you are a "municipal entity" or "obligated person" within the meaning of the municipal advisor rules (the "Rules") of the Securities and Exchange Commission, Rule 15Ba1-1 et seq. this information is provided to you pursuant to and in reliance upon the "bank exemption," and/or other exemptions and/or the "general information" exclusion provided under the Rules. HPC is acting for its own interest and has financial and other interests that differ from yours. HPC is not acting as a municipal advisor or financial advisor, and has no fiduciary duty, to you or any other person pursuant to the Rules. The information provided in this document is not intended to be and should not be construed as "advice" within the meaning of the Rules. HPC is not recommending that you take or refrain from taking any action with respect to the information contained in this document. Before acting on this information, you should discuss it with your own financial and/or municipal, legal, accounting, tax and other advisors as you deem appropriate. As used in this notice, the "Rules" means Section 15B of the Securities Exchange Act of 1934, the Securities and Exchange Commission's Rule 15Ba1-1, et seq., and any related municipal advisor rules of the Municipal Securities Rulemaking Board, all as they may be amended from time to time.

Proposal Submitted by:

First Internet Public Finance Corp.

April 28, 2022

Marshall Labadie
Town Manager
Town of Highland Beach, Florida
mlabadie@highlandbeach.us

Jon Ford
Municipal Advisor
Ford & Associates, Inc.
jonford@fordassocinc.com


RE: BID FOR \$5,050,000 NON AD-VALOREM REVENUE NOTES, SERIES 2022

To whom it may concern:

Subject to the provisions of the Notice of Sale, relating to \$5,050,000 Non Ad-Valorem Revenue Notes, Series 2022 dated May 20, 2022 with a final maturity of March 30, 2032, that is made a part hereof, we offer to purchase the Notes described therein as follows:

Interest Rate per Annum: (Rate held until 5/31/22)	3.67%*
Amount of Notes Bid for:	\$5,050,000.00
Price of Notes Bid for:	\$5,046,000.00
Net Interest Cost:	\$1,002,427.58 / 3.684%
Prepayment Provisions:	3/30/2027 @ 100% (30 days' notice)
Lender's Counsel Fee: (to be paid by Issuer)	\$4,000.00

And, in addition thereto, to pay interest accrued from the Dated Date of the Notes to the date of delivery, if Closing shall occur subsequent to the Dated Date.



Signature of Authorizing Officer

First Internet Public Finance Corp.

Timothy C. Dusing

8701 E. 116th Street, Fishers, IN 46038

317-806-1947

tdusing@firstib.com

*See Footnotes

Footnotes

- First Internet Public Finance Corp. (“First Internet” or the “Lender”) would be booking the purchase of the Non Ad-Valorem Revenue Notes (the “Notes”) as a loan and as such would prefer the Notes not have a CUSIP number assigned to them, not be registered with The Depository Trust Company, not be rated and that the closing binder for the Notes not include any preliminary or final Official Statement. First Internet would need the Notes to be in fully registered form, registered to First Internet Public Finance Corp.
- Additionally, First Internet would prefer minimum denominations of \$100,000, with integral multiples of some smaller amount in excess thereof as appropriate.
- First Internet will book their purchase of the Notes as a loan and would prefer certain language in the closing documents reflect that First Internet is acting as a lender and not an investor.
- The closing documents will include an acknowledgement from the Township that First Internet is not acting as a municipal advisor to the Township and that the Township has relied on its own external and internal advisors and experts in issuing the Notes and not on First Internet.
- **Reporting Requirements:** In order to comply with current banking regulatory guidelines, the Lender is required to conduct an annual credit review on all outstanding loans. This annual review requires the Lender to update all credit information utilized in analyzing the initial loan underwriting. In an effort to assist the Lender in completing the required annual review, to the extent not otherwise available via EMMA and for so long as the Loan remains outstanding, the Town agrees to provide to the Lender, upon written request of the Lender: (i) the audited financial statements of the Town by March 31 of each year, or within sixty (60) days of receipt of such financial statements if received after March 31; and (ii) annually no later than March 31 of each year, beginning March 31, 2023, an annual report for the Town including (a) a schedule of historical collections of legally available non-ad valorem revenues of the Town, (b) the Town's estimated anti-dilution test calculations, and (c) a schedule showing the Town's 10 largest sources of non-ad valorem revenue. Failure to comply with the reporting requirements outlined in this Reporting Section shall not constitute an event of default under the Loan Documents.
- **With respect to the Loan Agreement,** the Lender would request that the Loan Agreement clearly state that the Note does not need to be presented for payment, except upon final maturity or redemption in full. The Lender would also prefer the Loan Agreement provide for payment of debt service by wire transfer or ACH.

File Attachments for Item:

E. Approval of the Commission Meeting Minutes

March 15, 2022 Commission Meeting Minutes

April 05, 2022 Commission Meeting Minutes



TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING MINUTES

Town Hall / Commission Chambers
3614 South Ocean Boulevard
Highland Beach, Florida 33487

Date: March 15, 2022
Time: 1:30 PM

1. CALL TO ORDER

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

2. ROLL CALL

Commissioner John Shoemaker
Commissioner Evalyn David (arrived at 1:31 P.M.)
Commissioner Peggy Gossett-Seidman
Vice Mayor Natasha Moore
Mayor Douglas Hillman
Town Manager Marshall Labadie
Town Attorney Glen Torcivia (arrived at 1:31 P.M.)
Town Clerk Lanelda Gaskins

3. PLEDGE OF ALLEGIANCE

The Town Commission led the Pledge of Allegiance.

4. APPROVAL OF THE AGENDA

MOTION: Moore/Gossett-Seidman - Moved to approve the agenda as presented, which passed unanimously 4 to 0.

5. DECLARING A CANDIDATE ELECTED TO OFFICE

A. Resolution No. 2022-006

A Resolution of the Town Commission of the Town of Highland Beach, Florida, declaring an unopposed candidate elected to office and providing for an effective date.

Mayor Hillman read Resolution No. 2022-006.

MOTION: Moore/Hillman - Moved to approve Resolution No. 2022-006, which passed unanimously 5 to 0.

6. DECLARING THE MARCH 08, 2022 ELECTION RESULTS

A. Resolution No. 2022-007

A Resolution of the Town Commission of the Town of Highland Beach, Florida, declaring the results of the Municipal Referendum Election held on March 08, 2022; providing an effective date; and for other purposes.

Mayor Hillman read the title of Resolution No. 2022-007.

MOTION: Moore/Hillman - Moved to approve Resolution No. 2022-007, which passed unanimously 5 to 0.

7. SWEARING IN AND SEATING OF ELECTED OFFICIAL

A. Evalyn David

Town Clerk Gaskins swore in Commissioner Evalyn David.

8. PUBLIC COMMENTS

Mr. Barry Donaldson of 3700 South Ocean Boulevard talked the past referendum failures, the March 08, 2022 referendum ballot questions, community building activities, and the advisory and quasi-judicial board members promoting civil discourse.

Mr. David Axelrod of 3700 South Ocean Boulevard talked about the Town Commission's previous selection and interview process of the Charter Review Board members, the five referendum ballot questions, and engaging the Planning Board on matters such as the accessory marine facilities.

Mr. Jack Halpern, a resident of 26 years, talked about the voter turnout at the March 08, 2022 referendum election, the Town using public relations firms to develop "educational mailing," and the transition of the Committee to Save Highland Beach (CSHB).

9. ANNOUNCEMENTS

Mayor Hillman read the announcements as follows:

Board Vacancies

Natural Resources Preservation Advisory Board - One vacancy for an unexpired term ending April 30, 2024

Planning Board - One vacancy for a three-year term

Meetings and Events

April 05, 2022 - 1:30 P.M. Town Commission Meeting

April 12, 2022 - 1:00 P.M. Code Enforcement Board Regular Meeting

April 14, 2022 - 9:30 A.M. Planning Board Regular Meeting

Board Action Report

None.

10. ORDINANCES

A. None.

11. CONSENT AGENDA

A. None.

12. UNFINISHED BUSINESS

A. Water Sewer Billing Update. Vice Mayor Moore

Vice Mayor Moore introduced this item. She presented a PowerPoint illustrating the water bills by type for single-family residents, condominiums, the church, the commercial and government properties from April 2021 to February 2022 and April 2020 to February 2021 (a comparison of 12 months). She also spoke about the rate reductions, rate increases, and the changes in the water consumption in the condominiums and single-family residents.

13. NEW BUSINESS

A. Introduction to a proposed amendment to the Town Code of Ordinances regarding Accessory Marine Facilities.

Mayor Hillman announced this item.

Town Planner Ingrid Allen explained that this item was a proposed amendment to the Accessory Marine Facilities provisions of the zoning code.

Mr. Greg Babij (the former Vice-Mayor and sponsor of this item) presented a PowerPoint demonstrating a three-dimensional box that sits on the rear property line of a waterfront lot. In addition, he discussed the revisions to the proposed accessory marine facilities ordinance and the summarized the recommendations (for more information about this item, please visit the Town's Media Archives & Minutes webpage to access and view the audio/video recording).

Mayor Hillman opened the item for comments from the public.

Mr. Thomas Steven of 2358 South Ocean Boulevard was opposed to the proposed changes.

Mr. Karl Johanson was opposed to the proposed changes related to number five.

Mr. David Axelrod suggested that the Town Commission send the proposed accessory marine facilities ordinance to the Planning Board for further review and input.

The public comments were closed.

Mr. Babij recommended that the Town Commission survey the waterfront property owners and consider different setbacks for docks versus boat lifts or docks versus any other apparatus.

The Town Commission's consensus was to send the proposed ordinance to the Planning Board for review and compose key points for input from the residents. Subsequently, develop a mailing to send to those waterfront property owners. Additionally, town staff would identify the waterfront property owners.

B. March 2022 Referendum – Lessons Learned. Vice Mayor Moore

Vice Mayor Moore presented this item. She explained that the key takeaway from the residents were 1) the repeated mistakes from the past referendums, 2) the lack of input of the general public, 3) the residents want to be more empowered as opposed to empowering the Town Commission, and 4) the educational campaign could have occurred prior to finalizing of the ballot questions. She also talked about working together, obtaining the input of the advisory boards and committees as an effective way to get people involved, and the statistics/data of the election results, including the voter turnout. Lastly, she stated that the voters and residents need to take the initiatives to provide feedback.

Mayor Hillman opened the item for comments from the public.

Mr. Jack Halpern provided comments about educating the public and advanced dialogue and getting more town residents involved in the Committee to Save Highland Beach (CSHB) to work together with Town Commission.

Mr. David Axelrod commented on the impact of the pandemic, and the timing of the referendum ballot questions.

The public comments were closed.

There were discussions about the lack of public involvement, the misinformation and negative campaigning concerning the referendum ballot questions, the adversarial approach, and the need for community teamwork. Additionally, there were conversations about the Town Commission accomplishments.

C. Mission and Vision Statements for Strategic Plan - Vice Mayor Moore

The Town Commission's consensus was to BE TABLED this item until April 05, 2022, Town Commission meeting.

D. Approve and authorize the Mayor to execute an agreement with Aquifer Maintenance and Performance, Inc. ("AMPS") in the amount of \$52,125.00 for the rehabilitation of Well No. 6.

Public Works Director Pat Roman presented this item.

MOTION: David/Moore - Moved to approve the contract with Aquifer Maintenance and Performance, Inc ("AMPS"), which passed unanimously 5 to 0.

E. Approve and authorize the Mayor to execute a Financial Advisory Services agreement with Ford & Associates for financial advisor services related to Fire Station #6 construction/renovation.

Mayor Hillman announced this item.

Town Manager Labadie presented this item. He explained that the Town need to obtain a municipal advisor for financial services to procure one or more loans for the existing Fire Station #6.

In addition, Town Attorney Torcivia explained why it was essential for the Town to have a municipal financial advisor and bond counsel.

MOTION: David/Moore - To accept the contract with Ford & Associates for financial advisor services related to Fire Station #6 construction/renovation, which passed unanimously 5 to 0.

F. Approval of Highland Beach Canvassing Board Meeting Minutes

February 17, 2022, Logic and Accuracy Test Minutes

February 25, 2022, Canvassing Board Minutes

March 07, 2022, Canvassing Board Minutes

March 08, 2022, Canvassing Board Minutes

March 10, 2022, Canvassing Board Minutes

MOTION: Moore/Gossett-Seidman - Moved to approve Item 13.F., which passed unanimously 5 to 0.

G. Approval of Commission Meeting Minutes

January 18, 2022, Commission Meeting Minutes

MOTION: Gossett-Seidman/Moore – Moved to approve January 18, 2022, Commission Meeting Minutes as amended, which passed unanimously 5 to 0.

14. TOWN COMMISSION COMMENTS

Commissioner John Shoemaker had no comments.

Commissioner Evalyn David had no comments.

Commissioner Peggy Gossett-Seidman announced that Florida State Representative Michael Caruso, District 89, has organized an in-person visit for the Florida Fish and Wildlife Conservation Committee (FWC) to come to the Town. They will review/check the speeds and the wakes during the high tides.

She talked about the legislative updates as follows: 1) the Tree Protection Bill passed, 2) the Smoking in Public Places Bill may be regulated by municipalities, 3) the Local Business Damages Bill was watered down, 4) the Cybersecurity Bill was favored and supported; 5) the Department of Environmental Services tightening the rules for clean-up concerning the PFAS (Polyfluoroalkyl Substance) in plastic; 6) the Short-term Rentals Bill failed, and 7) the Post-Traumatic Stress Disorder (PTSD) Workers Compensation Bill passed. She mentioned that Florida House of Representative Rick Roth, District 85, sponsored the Communication Marketing by municipalities.

Vice Mayor Natasha Moore recommended adding an ongoing agenda item under Unfinished Business regarding updates on the Fire Rescue Project.

Mayor Douglas Hillman spoke about the potential development of townhomes on a vacant lot owned by Ms. Milani adjacent to Boca Highland's north entrance area. He mentioned that he has proposed that they become members of the Boca Highland Association. The negotiations are in progress regarding this matter.

15. TOWN ATTORNEY'S REPORT

Town Attorney Torcivia spoke about Town Attorney Aleksandr Boksner.

16. TOWN MANAGER'S REPORT

Town Manager Labadie provided the following update on the Fire Rescue project:

The town is now soliciting requests for qualifications (RFQ) for the Construction Manager at Risk.

The design for the Fire Rescue Department is being refined for option one.

He is looking at options for the EMS and fire rescue vehicles.

Building Official Jeffrey Remas and Consultant Glen Joseph are reviewing the Fire Prevention Code. The Fire Prevention ordinance will be presented to the Town Commission in April.

The COPCN (Certificates of Public Convenience and Necessity) materials are making progress. Also, the job descriptions and organization chart for the Fire Department are being created.

Medical Director Doctor Cohen is retiring. However, he is willing to remain part of the team to help the Town through the process.

Over the next few months, he will meet with each Commissioner individually to discuss the recruitment and hiring process for the Fire Chief position.

Mayor Hillman asked for an update on the Marina Patrol Unit. Chief Hartmann reported that he has received positive feedback from the community/residents about the Marina Patrol Unit visibility on the Intracoastal waterways.

17. ADJOURNMENT

Meeting adjourned at 5:20 P.M.

APPROVED on May 17, 2022, Town Commission Meeting.

ATTEST:

Douglas Hillman, Mayor

Transcribed by
Lanelda Gaskins

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 event 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/>.



TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING MINUTES

Town Hall / Commission Chambers
3614 South Ocean Boulevard
Highland Beach, Florida 33487

Date: April 05, 2022
Time: 1:30 PM

1. CALL TO ORDER

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

2. ROLL CALL

Commissioner John Shoemaker
Commissioner Evalyn David
Commissioner Peggy Gossett-Seidman
Vice Mayor Natasha Moore
Mayor Douglas Hillman
Town Manager Marshall Labadie
Town Attorney Glen T. Torcivia
Town Clerk Lanelda Gaskins

3. PLEDGE OF ALLEGIANCE

The Town Commission led the Pledge of Allegiance.

4. APPROVAL OF THE AGENDA

Mayor Hillman commented on an article he read regarding the Town of Highland Beach as a safe community.

MOTION: David/Gossett-Seidman - Moved to approve the agenda as presented, which passed unanimously 5 to 0.

5. PRESENTATIONS / PROCLAMATIONS

A. Water Conservation Proclamation

Mayor Hillman read the proclamation into the record.

6. PUBLIC COMMENTS

Ms. Rosalyn Yellin expressed that she was in favor of the proposed changes related to the 25-foot setback for accessory marine facilities along the waterfront properties.

7. ANNOUNCEMENTS

Board Vacancies

Natural Resources Preservation Advisory Board - One vacancy for an unexpired term ending April 30, 2024

Planning Board - One vacancy for a three-year term

Meetings and Events

April 12, 2022 - 1:00 P.M. Code Enforcement Board Regular Meeting

April 14, 2022 - 9:30 A.M. Planning Board Regular

April 19, 2022 - 1:30 P.M. Town Commission Meeting

Board Action Report

A. None.

8. ORDINANCES

A. Ordinance No. 2022-003 (Second Reading/Public Hearing)

An Ordinance of the Town of Highland Beach, Florida, amending the Town Code of Ordinances, Chapter 25, "Streets, Sidewalks, Bicycle/Walkway Path, and Right-of-Way," in order to eliminate obsolete provisions pertaining to news racks; providing for the repeal of all ordinances in conflict; providing for severability and codification; and providing an effective date. (First Reading was March 01, 2022)

Mayor Hillman announced the title Ordinance No. 2022-003.

Town Planner Ingrid Allen presented this item and explained the changes to the ordinance as it relates to unlawful news racks.

Mayor Hillman opened the public hearing for comments. Hearing none he closed the public hearing.

MOTION: David/Moore - Moved to adopt Ordinance No. 2022-003. Upon roll call, the motion passed unanimously 5 to 0.

9. CONSENT AGENDA

A. None.

10. UNFINISHED BUSINESS

A. Fire Rescue Implementation Update

Town Manager Labadie introduced this item. He mentioned that Skip Miller, of Greenspoon Marder LLP (Bond Counsel), Johnathan Ford of Ford & Associates, Inc. (Financial Advisors), and Town Attorney Aleksandr Boksner were present. Town Manager Labadie mentioned that the idea was to begin the conversations on what is involved with the bank loans, the legal element related to loans, to get to the marketplace to get the best possible interest rates on the loans.

Mr. Miller commented on the process the Town will follow to secure the bank loans. He stated that there would need to be an ordinance as well as a resolution regarding this matter. He spoke about a concept called convenient to budget and appropriate from legally available non-ad valorem revenues (CDNA).

Mr. Ford provided comments about the fixed-rate bank loan with prepayment provisions, construction loans, and financing the interest rates and a line of credit at a fixed interest rate. There were further discussions about the different financing options and the various loan types up for consideration.

There were discussions about the bank loans, secured interest rates and the anticipated financing schedule.

The proposed ordinance will be presented on April 19, 2022, at the Town Commission meeting.

MOTION: David/Shoemaker - Moved to approve the tentative schedule presented for financing the construction of the Fire Department, which passed unanimously 5 to 0.

B. Mission and Vision Statements for Strategic Plan - Vice Mayor Moore

Vice Mayor Moore presented this item. She asked the Town Commission for input on Town's vision and mission statements. Each member of the Town Commission provided comments about the mission and vision statements.

Jack Halpern provided comments on keywords and phrases that he identified with that may be included in the mission and vision statements.

11. NEW BUSINESS

A. Designation of the Town's Voting Delegates to Palm Beach County League of Cities for 2022/2023

Mayor Hillman introduced this item.

MOTION: David/Shoemaker - Moved to delegate Commissioner Peggy Gossett-Seidman as the Town's voting delegate and each of the Commissioners named an alternate delegate to Palm Beach League of Cities, which passed unanimously 5 to 0.

B. Discussion on Town Entry Signage Design Concepts

Town Manager Labadie presented along with a PowerPoint depicting pictures of various entry signage.

The Town Commission discussed the different sign options with Mayor Hillman suggesting getting rid of contemporary signage. Commissioner Shoemaker provided comments about the necessity of new signs, the amount of money being spent on the signs as well as why it is a priority right now. Mayor Hillman also elaborated on the need to start the process now as it is a lengthy process. Commissioners David and Gossett-Seidman both provided their thoughts on what should and should not be included in the new signs.

Vice Mayor Moore will sponsor this project and will present the item on April 19, 2022, at the Town Commission meeting. The item will be placed under Unfinished Business.

Public Comments:

Jack Halpern provided comments about entry signs. He also mentioned that he will include information in the Committee to Save Highland Beach email regarding this matter.

C. Approval of Commission Meeting Minutes

Mayor Hillman announced this item.

February 01, 2022, Commission Meeting Minutes

February 15, 2022, Commission Meeting Minutes

MOTION: David/Moore - Moved to accept February 01, 2022, Commission Meeting Minutes, and February 15, 2022, Commission Meeting Minutes, which passed unanimously 5 to 0.

12. TOWN COMMISSION COMMENTS

Commissioner John Shoemaker provided comments about the Veterans tab on the Town's website, a breakfast event he attended at IHOP with Highland Beach veteran residents, and the traffic on the intracoastal waterways. Then he inquired about the Library being closed to events. Lastly, he talked about the misunderstandings of the referendum question concerning Commissioners' salaries.

Mr. Jack Halpern thanked David Axelrod for the recommendation letter he wrote to the Town Commission concerning his application to the Planning Board. He explained why he withdrew his application prior to being interviewed by the Town Commission.

Commissioner Evalyn David provided comments about a safety issue concerning the residents and owners of Jamaica Manor.

Commissioner Peggy Gossett-Seidman provided comments about the Commissioners being responsible for the safety of the residents.

1. League of Cities Updates

She also spoke about the recent League of Cities meeting that she attended. In addition, she provided an update as follows:

1) Palm Tran provided information as it relates to electric buses and it was determined that the electric buses were not fully economical, 2) electric charging stations at local gas stations and the significantly high cost of purchasing one, 3) upgrading of bus shelters in Palm Beach County through federal funding, 4) the allocation of sixty million dollars for cyber security, 5) six hundred million was allocated toward municipalities for grants and funding, and 6) the Inspector General and the Commission on Ethics are invited to speak at the county-wide Commission and Counsel session.

She thanked Florida House Representative Michael Caruso, District 89 and Senator Gail Harold of North County, Martin, and Indian River County for their efforts in the Substance Abuse Bill.

Vice Mayor Natasha Moore asked about modifying the email announcement that goes out to residents about the agendas and meetings.

Mayor Douglas Hillman mentioned the volume of work on the agenda including Zoning and Marine Accessory facilities and the need to put zoning on the back burner due to the limited staffing availability and the abundance of resources needed to update it. He presented pictures to the Town Commission of a property located on Intracoastal Drive and discussed the higher elevation of the newer homes, the seawall, and the obstructed view. The Commissioners discussed the

other issues that may take place as a result of the higher seawalls and the possibility of implementing height restrictions.

13. TOWN ATTORNEY'S REPORT

Town Attorney Torcivia updated the Town Commission on the legislative changes. He mentioned the bill regarding restricted communication, the bill regarding an ordinance being passed that impacts a business by 15%, and the smoking ban on public beaches.

14. TOWN MANAGER'S REPORT

Town Manager Labadie provided an update on the following:

On May 1, 2022, the Library will resume with the community events and programs.

Over the next few years there will be a potential parking issues at Town Hall due to the construction of the Fire Station.

The bidding process for the sewer lining and the process of the project would be about a six to eight-month timeline. The Florida Department of Transportation (FDOT) indicated that the repaving project will take about 12 months and will begin in early 2024.

15. ADJOURNMENT

The meeting adjourned at 4:20 P.M.

APPROVED on May 17, 2022, Town Commission Meeting.

ATTEST:

Douglas Hillman, Mayor

Transcribed by
Ganelle Thompson

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 event 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/>.