



# **TOWN OF HIGHLAND BEACH TOWN COMMISSION SECOND PUBLIC HEARING BUDGET MEETING AGENDA**

**Thursday, September 18, 2025 AT 5:01 PM**

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

## **Town Commission**

**Natasha Moore  
David Stern  
Donald Peters  
Judith M. Goldberg  
Jason Chudnofsky**

**Mayor  
Vice Mayor  
Commissioner  
Commissioner  
Commissioner**

**Marshall Labadie  
Lanelda Gaskins  
Leonard G. Rubin**

**Town Manager  
Town Clerk  
Town Attorney**

- 
- 1. CALL TO ORDER**
  - 2. ROLL CALL**
  - 3. PLEDGE OF ALLEGIANCE**
  - 4. ADDITIONS, DELETIONS, AND APPROVAL OF THE AGENDA**
  - 5. PRESENTATIONS**

None.

## **6. SECOND READINGS / PUBLIC HEARINGS**

### **A. Resolution No. 2025-022**

A Resolution of the Town Commission of the Town of Highland Beach, Florida adopting a Final Millage Rate of 3.4159 Mills for the Town's General Operating Funds for the fiscal year beginning October 1, 2025, and ending September 30, 2026; providing for the Final Millage Rate of 3.4159 Mills is 7.1200 percent greater than the computed roll back rate of 3.1889 Mills; providing for severability, conflicts, and an effective date.

B. Resolution No. 2025-023

A Resolution of the Town Commission of the Town of Highland Beach, Florida, adopting Final Budget for fiscal year beginning October 1, 2025, and ending September 30, 2026; determining and fixing the amounts necessary to carry on the government of the Town for the ensuing year; providing for severability, conflicts, and an effective date.

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

A. Resolution No. 2025-024

A Resolution of the Town Commission of the Town of Highland Beach, Florida, adopting the Fiscal Year 2025-2026 Schedule of Fees establishing fees and charges for town services; providing for conflicts; providing for severability; and providing for an effective date.

B. Resolution No. 2025-025

A Resolution of the Town Commission of the Town of Highland Beach, Florida, amending the Town's Fund Balance Policy for the General Fund and creating a Fire Rescue Sinking Fund and a Public Safety Capital Projects Sinking Fund; providing for conflicts; and providing for an effective date.

C. Ratification of Collective Bargaining Agreement (CBA) between the Town of Highland Beach and the Palm Beach County Police Benevolent Association (PBA) effective October 1, 2025, through September 30, 2028, and authorize the Mayor and Town Manager to execute the agreement.

D. Approve and authorize the Mayor to execute an Interlocal Agreement between the Town of Manalapan and Highland Beach to provide code enforcement services to Manalapan on an as needed basis.

8. **TOWN MANAGER REPORTS**

9. **COMMISSION MEETINGS**

October 07, 2025 Town Commission Meeting

10. **ADJOURNMENT**

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**NOTICE:** If a person decides to appeal any decision made by the Town Commission with respect to any matter considered at this meeting, you will need a record of the proceedings, and you may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (The above notice is required by State Law. Anyone desiring a verbatim transcript shall have the responsibility, at his own cost, to arrange for the transcript).

Pursuant to the provision of the Americans with Disabilities Act, any person requesting special accommodations to participate in these meetings, because of a disability or physical impairment, should contact the Town at 561-278-4548 at least five calendar days prior to the Hearing.

**File Attachments for Item:**

A. Resolution No. 2025-022

A Resolution of the Town Commission of the Town of Highland Beach, Florida adopting a Final Millage Rate of 3.4159 Mils for the Town's General Operating Funds for the fiscal year beginning October 1, 2025, and ending September 30, 2026; providing for the Final Millage Rate of 3.4159 Mils is 7.1200 percent greater than the computed roll back rate of 3.1889 Mils; providing for severability, conflicts, and an effective date.



## **RESOLUTION NO. 2025-022**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, ADOPTING A FINAL MILLAGE RATE OF 3.4159 MILS FOR THE TOWN'S GENERAL OPERATING FUND FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; PROVIDING THAT THE FINAL MILLAGE RATE OF 3.4159 MILS IS 7.1200 PERCENT GREATER THAN THE COMPUTED ROLLED BACK RATE OF 3.1889 MILS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town Manager has made a recommendation as to the amount necessary to be appropriated for the fiscal year commencing October 1, 2025, and ending September 30, 2026, and the Town Commission has reviewed and considered a final budget for the upcoming fiscal year, with detailed information, including revenues to be derived from sources other than the ad valorem levy; and

**WHEREAS**, having conducting all required advertised public hearings, the Town Commission determines that the adoption of this Resolution is in the best interests of the Town and its residents.

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

**Section 1.** The final millage rate necessary to be levied against ad valorem valuation of property subject to taxation in the Town of Highland Beach, Florida, to produce a sufficient sum which together with departmental and other revenues will be sufficient to pay for appropriations made in the budget for the fiscal year beginning October 1, 2025, and ending September 30, 2026, is hereby set at 3.4159 mils, plus 0.1716 for voted debt service, for a final millage rate of 3.5875.

**Section 2.** The final operating millage rate of 3.4159 is 7.1200 percent greater than the computed rolled-back rate of 3.1889.

**Section 3.** If any clause, section, or other parts of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and shall in no way affect the validity of the remaining portions of this Resolution.

**Section 4.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**Section 5.** This Resolution shall become effective immediately upon passage and shall be implemented as of October 1, 2025.

**DONE AND ADOPTED** by the Town Commission of the Town of Highland Beach, Florida, this **18<sup>th</sup>** day of **September 2025**.

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Natasha Moore, Mayor

**ATTEST:**

**REVIEWED FOR LEGAL  
SUFFICIENCY:**

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Lanelda Gaskins, MMC  
Town Clerk

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Leonard Rubin, Town Attorney  
Town of Highland Beach

**VOTES:**

Mayor Natasha Moore  
Vice Mayor David Stern  
Commissioner Donald Peters  
Commissioner Judith M. Goldberg  
Commissioner Jason Chudnofsky

**YES NO**

**File Attachments for Item:**

**B. Resolution No. 2025-023**

A Resolution of the Town Commission of the Town of Highland Beach, Florida, adopting Final Budget for fiscal year beginning October 1, 2025, and ending September 30, 2026; determining and fixing the amounts necessary to carry on the government of the Town for the ensuing year; providing for severability, conflicts, and an effective date.



## **RESOLUTION NO. 2025-023**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, ADOPTING A FINAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; DETERMINING AND FIXING THE AMOUNTS NECESSARY TO CARRY ON THE GOVERNMENT OF THE TOWN FOR THE ENSUING FISCAL YEAR; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town Manager has made a recommendation as to the amount necessary to be appropriated for the fiscal year commencing October 1, 2025, and ending September 30, 2026, and the Town Commission has reviewed and considered a final budget for the upcoming fiscal year, with detailed information, including revenues to be derived from sources other than the ad valorem levy; and

**WHEREAS**, the Town Commission has met and considered the recommendations, the suggested budget, and the proposed millage necessary to be levied to carry on the government of the Town for the ensuing fiscal year; and

**WHEREAS**, on November 7, 2023, the Town Commission adopted Ordinance No. 2023-004, which increased the funding limitations set forth in Section 2.01(30) of the Town Charter and provided for an annual adjustment of this funding limitation on June 1st of each year in accordance with the Regional Consumer Price Index (CPI) for the Miami-Fort Lauderdale-West Palm Beach Metropolitan Statistical Area (MSA); and

**WHEREAS** the Regional Consumer Price Index (CPI) for the Miami-Fort Lauderdale-West Palm Beach MSA (Series ID: CUURS35BSA0, CUUSS35BSA0) increased by 3.1114% from June 1, 2024, to June 1, 2025, and the Town Commission wishes to fix the adjustment to the Town's funding limitation based on the CPI increase; and

**WHEREAS**, having conducted all required advertised public hearings, the Town Commission determines that the adoption of this Resolution is in the best interests of the Town and its residents.

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

**Section 1.** The final budget of the Town of Highland Beach, for the fiscal year beginning October 1, 2025, and ending September 30, 2026, as set forth in Exhibit A attached hereto and incorporated herein, is hereby adopted and the appropriations set out

therein are hereby made to maintain and carry on the government of the Town of Highland Beach, Florida. The Town Commission appropriates the sum of \$32,241,402 in new revenue, for the payment of operating expenditures for the Town Government pursuant to the terms of the adopted budget.

**Section 2.** All delinquent taxes collected during the ensuing fiscal year as proceeds from levies of operating millages of prior years are hereby specifically appropriated for the use of the General Fund.

**Section 3.** All funds appropriated for the 2024/2025 fiscal year, which are encumbered, but unexpended as of the last day of the fiscal year, shall be deemed re-appropriated for the same purposes for the 2025/2026 fiscal year.

**Section 4.** The funding limitation set forth in Section 2.01(30) of the Town Charter is hereby adjusted from \$931,367 to \$960,345 for the FY2025/FY2026 budget cycle, in accordance with the Regional Consumer Price Index adjustment.

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

**Section 6.** All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent to such conflict.



**Section 7.** This Resolution shall become effective immediately upon its passage.

**DONE AND ADOPTED** by the Town Commission of the Town of Highland Beach, Florida, this **18<sup>th</sup>** day of **September 2025**.

---

Natasha Moore, Mayor

**ATTEST:**

**REVIEWED FOR LEGAL  
SUFFICIENCY:**

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Lanelda Gaskins, MMC  
Town Clerk

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Leonard Rubin, Town Attorney  
Town of Highland Beach

**VOTES:**

**YES NO**

Mayor Natasha Moore  
Vice Mayor David Stern  
Commissioner Donald Peters  
Commissioner Judith M. Goldberg  
Commissioner Jason Chudnofsky

## Exhibit A

TOWN OF HIGHLAND BEACH FLORIDA ALL FUNDS SUMMARY REPORT FY2026

	Disc Sales					Total
	General Fund	Tax	Building Fund	Water Fund	Sewer Fund	
<b>Expenditures, Uses</b>						
General Government	\$ 3,019,441	-	-	-	-	\$ 3,019,441
Public Safety	12,252,900	-	1,723,710	-	-	13,976,610
Culture / Recreation	529,350	-	-	-	-	529,350
Public Works	(403,000)	-	-	-	-	(403,000)
Sanitation / Solid Waste	1,150,625	-	-	-	-	1,150,625
Enterprise Funds (Utilities)	-	-	-	3,184,000	1,785,500	4,969,500
Capital Outlay	954,700	517,000	706,500	675,000	2,150,000	5,003,200
Total Expenditures	\$ 17,504,016	\$ 517,000	\$ 2,430,210	\$ 3,859,000	\$ 3,935,500	\$28,245,726
Other Uses						
Debt Service	677,961	-	-	810,769	-	1,488,730
To Reserves	981,946	-	-	-	-	981,946
Transfers	55,000	-	700,000	550,000	220,000	1,525,000
Total Expenditures & Other Uses	\$ 19,218,923	\$ 517,000	\$ 3,130,210	\$ 5,219,769	\$ 4,155,500	\$32,241,402

**File Attachments for Item:**

A. Resolution No. 2025-024

A Resolution of the Town Commission of the Town of Highland Beach, Florida, adopting the Fiscal Year 2025-2026 Schedule of Fees establishing fees and charges for town services; providing for conflicts; providing for severability; and providing for an effective date.



# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

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**MEETING TYPE:** Town Commission Meeting  
**MEETING DATE** September 18, 2025  
**SUBMITTED BY:** Town Manager's Office  
**SUBJECT:** Fee Schedule Changes for Fiscal Year 25-26

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**SUMMARY:** This memorandum serves to inform the commission of the proposed upcoming changes to our fee schedule, which will take effect on September 30, 2025. The revised fee schedule will help maintain the quality of our services while ensuring the sustainability of our operations.

## Summary of Changes:

### 1. General Fees:

#### a. Town Clerk

#### 1. Public Records Request

##### i. Photocopies (8 ½ x 14 or less):

- |   |                 |
|---|-----------------|
| a. Single Sided: Black and White Copies | \$0.15 per page |
| b. Double Sided: Black and White Copies | \$0.20 per page |
| c. Single Sided: Color Copies           | \$0.25 per page |
| d. Double Sided: Color Copies           | \$0.30 per page |
| e. Photocopies total cost under \$5.00  | No charge       |

## Changes Below:

### ~~i. Photocopies (8 ½ x 14 or less):~~ Duplication of Copies

- |  |                            |
|--|----------------------------|
| <del>a. Single Sided: Black and White Copies</del> | \$0.15 per page            |
| <del>b. Double Sided: Black and White Copies</del> | \$0.20 per page            |
| <del>c. Single Sided: Color Copies</del>           | <del>\$0.25 per page</del> |
| <del>d. Double Sided: Color Copies</del>           | <del>\$0.30 per page</del> |
| e. Photocopies total cost under \$5.00             | No charge                  |

### 2. Legal Advertisements

\$150 per publication

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## 2. Building and Land Development Fees:

### a. Building Permit Fees

1. \$25.00 per \$1,000 or portion thereof of value up to \$500,000
2. \$20.00 per \$1,000 or portion thereof of value up to \$500,000

#### Changes below:

1. **\$22.00** per \$1,000 or portion thereof of value up to \$500,000
2. **\$17.50** per \$1,000 or portion thereof of value up to \$500,000

### b. Contractor Registration

1. **Addition of contractor licensing requirement language**

Contractors must hold a valid license issued by the State of Florida or Palm Beach County.

#### Changes below:

Contractors must hold a valid license issued by the State of Florida **or be licensed as a contractor, or registered as an installer with** Palm Beach County."

### c. Reinspection Fees

1. **Addition of language for inspection requirements**

Requires license qualifier to be at the site for inspection

#### Changes below:

Requires **the** licensed qualifier to be at the site for **the** inspection

### d. Additional Fees

1. \$100.00 Floor and/or balcony tile fee (not shower tile or pan replacement)

#### Changes below:

\$100.00 **Flooring** and/or balcony tile fee (not shower tile or pan replacement)

2. **Addition of Remote Video Inspection Fee (elective): \$20.00**

3. \$100.00 to extend permit for failure to call for a final inspection prior to permit expiring.

#### Changes below:

\$100.00 to extend permit ~~for failure to call for a final inspection~~ prior to permit expiring

4. Reinstatement of expired permit (if approved by the Building Official) changed from \$100 to **\$250**

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5. Addition of Florida State Surcharges (see below)

- a. BCAIF: 1.5% of permit fee
- b. FBC: 1% of permit fee

e. Penalty Fees

Changes below:

- 1. Two and a half times (2.5X) the original permit fee, but not to exceed \$10,000, for work commenced without a permit

f. Planning and Zoning Fees

Changes below:

Short- Term Rentals ~~annual~~ renewal fee of \$150.00  
Short-Term Rentals **biennial** renewal fee of \$150.00

**3. Water & Sewer Rates:**

- a. Water & Irrigation Flat Rate Charge (Bi-Monthly)  
Changed from \$56.97 to **\$59.82 per dwelling unit**

b. All Customers Bi-Monthly Usage Charges (per dwelling unit)

1. 0 to 10,000 gallons	\$3.03 per 1,000 gallons
2. 10,000 to 20,000 gallons	\$4.11 per 1,000 gallons
3. 20,001 to and 55,000 gallons	\$6.36 per 1,000 gallons
4. 55,001 gallons to 80,000 gallons	\$9.26 per 1,000 gallons
5. Over 80,000 gallons	\$12.11 per 1,000 gallons

Changes below:

All Customers Bi-Monthly Usage Charges (per dwelling unit)

1. 0 to 10,000 gallons	<b>\$3.18 per 1,000 gallons</b>
2. 10,000 to 20,000 gallons	<b>\$4.31 per 1,000 gallons</b>
3. 20,001 to and 55,000 gallons	<b>\$6.68 per 1,000 gallons</b>
4. 55,001 gallons to 80,000 gallons	<b>\$9.73 per 1,000 gallons</b>
5. Over 80,000 gallons	<b>\$12.72 per 1,000 gallons</b>

c. Irrigation Class Bi-Monthly Usage Charges (per meter) \*

1. 0 to 55,000 gallons	\$6.36 per 1,000 gallons
2. 55,001 to 80,000 gallons	\$9.26 per 1,000 gallons
3. Over 80,000 gallons	\$12.11 per 1,000 gallons

Subject to flat charge plus usage charges\*

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Changes below:

Irrigation Class Bi-Monthly Usage Charges (per meter)\*

- |                             |                           |
|-----------------------------|---------------------------|
| 1. 0 to 55,000 gallons      | \$6.68 per 1,000 gallons  |
| 2. 55,001 to 80,000 gallons | \$9.73 per 1,000 gallons  |
| 3. Over 80,000 gallons      | \$12.72 per 1,000 gallons |

Subject to flat charge plus usage charges\*

d. Sewer Use Rates

- |   |                           |
|---|---------------------------|
| 1. Sewer Flat Rate Charge Bi-Monthly  | \$43.62 per dwelling unit |
| 2. Bi Monthly Usage Charges (per dwelling Unit of water usage to a maximum of 20,000 gallons) | \$3.55 per 1,000 gallons  |
| 3. Commercial Customers* of water usage with no maximum                                       | \$3.55 per 1,000 gallons  |

Subject to flat charge plus usage charges\*

Changes below:

- |   |                           |
|---|---------------------------|
| 1. Sewer Flat Rate Charge Bi-Monthly  | \$45.80 per dwelling unit |
| 2. Bi Monthly Usage Charges (per dwelling Unit of water usage to a maximum of 20,000 gallons) | \$3.73 per 1,000 gallons  |
| 3. Commercial Customers* of water usage with no maximum                                       | \$3.73 per 1,000 gallons  |

Subject to flat charge plus usage charges\*

e. Private Fire Protection

- |                                 |                        |
|---------------------------------|------------------------|
| 1. Fire Hydrants                | \$25.66 each per month |
| 2. Standpipes/ Sprinkler System | \$25.66 each per month |

Changes below:

- |                                 |                        |
|---------------------------------|------------------------|
| 1. Fire Hydrants                | \$25.94 each per month |
| 2. Standpipes/ Sprinkler System | \$25.94 each per month |



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#### 4. Fire/EMS:

##### a. Emergency Medical Services Transport Fees

Changes below:

Description	Current	Proposed
a. Basic Life Support	\$650.00	<b>\$681.98</b>
b. Advanced Life Support 1	\$685.00	<b>\$809.87</b>
c. Advanced Life Support 2	\$770.00	<b>\$1,172.16</b>
d. Mileage	\$12.00	<b>\$13.73</b>

##### b. Customer Requested Permit Fees

Changes below:

1. Temporary Structures (Tents)	\$150.00
2. Flow Test	\$350.00
3. Bonfire Permit (Beach)	\$300.00
4. Pyrotechnics/Fireworks	\$250.00
<del>5. Fire Watch</del>	<del>\$125.00 per hour (min 4 hours min fee \$500)</del>
<del>6. Special Event</del>	<del>\$150 per hour (2-hour min) \$50.00 per hour over 2 hours (fees are per staff member)</del>

##### c. Personnel Cost For Inspection Processes (Addition)

1. Fire Watch	\$125.00 per hour (min 4 hours min fee \$500)
2. Special Event	\$150.00 per hour (2-hour min.) \$50.00 per hour over 2 hours (fees are per staff member)
3. Additional Personnel needed to complete fire alarm and other special inspections	\$125.00 (fees are per staff member)

##### d. New and Existing Construction Fees

1. Plans and Inspections	\$100 on Cost of Construction up to \$20,000
2. Plans and Inspections	0.5% on Total Construction Cost Above \$20,000

(The Maximum Fire Plans and Inspection Fees: capped at \$15,000 per project)

3. Penalty for Work commencing prior to plan review/approval	2.5 times permit fees
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4. Customer Requested After Hours Inspections \$125.00 per visit per hour  
(min. 2 hours)

Changes below:

1. Plans and Inspections \$150 on Cost of Construction up to \$30,000
2. Plans and Inspections 0.5% on Total Construction Cost Above \$30,000

(The Maximum Fire Plans and Inspection Fees: capped at \$15,000 per project)

3. Revisions \$50.00 Per page for plan requiring additional review after the initial review

4. Penalty for Work commencing prior to plan review/approval 2.5 times permit fees

5. Customer Requested After Hours Inspections \$125.00 per visit per hour  
(min. 2 hours)

6. Reinspection Fees:

- i. \$75.00 for second inspection (same item)
  - ii. \$150.00 for third inspection\* (same item)
  - iii. \$250.00 for fourth inspection\* (same item)
  - iv. \$300.00 for fifth inspection\* (same item)
- \*(requires license holder or qualifier to be at the site for inspection)

7. Additional Fees:

- i. \$50.00 for change in contractor
- ii. Appeal of Building Code Decision: \$1,500.00

e. Fire Alarm Fees

1. False Alarm for Non-Registered System All false alarms fiscal year \$200R-\$1,000C
2. False Alarms for Registered System No Charge for false alarms 1-3 fiscal year  
4<sup>th</sup> false alarm fiscal year \$75  
5<sup>th</sup> false alarm fiscal year \$100  
6<sup>th</sup> false alarm fiscal year \$150  
7<sup>th</sup> or more false alarm fiscal year \$200/call
3. Alarm Registration \$35.00
4. Renewals/Updates \$10.00

Changes below:

1. False Alarm fees for ~~Non-Registered System~~ a- all false alarms based on the fiscal year ~~\$200R-\$1,000C~~ shall be as follows:

No Charge for false alarms 1-3 fiscal year

4<sup>th</sup> false alarm fiscal year \$200  
5<sup>th</sup> false alarm fiscal year \$300  
6<sup>th</sup> false alarm fiscal year \$400  
7<sup>th</sup> ~~or more~~ false alarm fiscal year \$500/call  
8<sup>th</sup> false alarm fiscal year \$600  
9<sup>th</sup> false alarm fiscal year \$700  
10<sup>th</sup> or more false alarm fiscal year \$1,000/call

2. ~~False Alarms for Registered System~~      ~~No Charge for false alarms 1-3 fiscal year~~  
~~4<sup>th</sup> false alarm fiscal year \$75~~  
~~5<sup>th</sup> false alarm fiscal year \$100~~  
~~6<sup>th</sup> false alarm fiscal year \$150~~  
~~7<sup>th</sup> or more false alarm fiscal year \$200/call~~

3. ~~Alarm Registration~~ \_\_\_\_\_ ~~\$35.00~~  
4. ~~Renewals/Updates~~ \_\_\_\_\_ ~~\$10.00~~

## 5. Solid Waste

Per seven-year contract, rates are renewed according to schedule.

### Rationale:

These adjustments are necessary due to increased operational costs, including but not limited to labor, materials, and overhead. The revised fee schedule will help maintain the quality of our services while ensuring the sustainability of our operations.

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### ATTACHMENTS:

Resolution No. 2025-024, Fiscal Year 2025-26 Schedule of Fees

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### RECOMMENDATION:

Adoption of Fiscal Year 2025-26 Schedule of Fees



## **RESOLUTION NO. 2025-024**

### **A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, ADOPTING THE FISCAL YEAR 2025-2026 SCHEDULE OF FEES ESTABLISHING FEES AND CHARGES FOR TOWN SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Highland Beach seeks to promote the health, safety, and welfare of its residents by providing for the enforcement of its Code of Ordinances and establishing a schedule of reasonable fees and charges for utilities and administrative services; and

**WHEREAS**, the Town Commission determines that the adoption of this Resolution serves a valid public purpose and is in the best interests of the Town and its residents.

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

**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 Commission hereby adopts the “Town of Highland Beach Schedule of Fees,” attached hereto as **Exhibit “A”, “B”, “C”, “D”, “E”** and incorporated herein by reference.

**Section 3.** The Town Commission hereby repeals Resolution No. 2022-004, providing for a temporary discount on building fees due to the COVID-19 pandemic in its entirety. Additionally, all other resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

**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 immediately upon adoption.

**DONE AND ADOPTED** by the Town Commission of the Town of Highland Beach, Florida, this  
\_\_\_\_ day of September, 2025.

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Natasha Moore, Mayor

**ATTEST:**

**REVIEWED FOR LEGAL  
SUFFICIENCY:**

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Lanelda Gaskins, MMC  
Town Clerk

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Leonard G. Rubin, Town Attorney

**VOTES:**

**YES NO**

Mayor Natasha Moore

\_\_\_\_

Vice Mayor David Stern

\_\_\_\_

Commissioner Donald Peters

\_\_\_\_

Commissioner Judith Goldberg

\_\_\_\_

Commissioner Jason Chudnofsky

\_\_\_\_

**EXHIBIT “A”**

**TOWN OF HIGHLAND BEACH**  
**SCHEDULE OF FEES**

EFFECTIVE 10/01/2025– 09/30/2026

**I. TOWN CLERK**

- a. Public Records Request
  - i. Duplication of Copies
    - a. Single Sided \$0.15 per page
    - b. Double Sided \$0.20 per page
    - c. Photocopies total cost under \$5.00 No charge
  - ii. USB Flash Drive Based on actual cost
  - iii. Other materials Based on actual cost
- b. Labor Costs for Research and Reproduction,  
Special Service Charges relevant to Public Records Based on actual cost
- c. Postage/Mailing Cost Based on actual cost  
\*Additional Cost May Apply Based on Florida Statute, Chapter 119\*
- d. Municipal Lien Search Requests \$175.00 per Parcel Control Number
- e. Notary Service:  
Highland Beach Residents (after first five (5) signatures) \$5.00 per signature
- f. Non-Residents \$5.00 per signature
- g. Administration of Oaths and Affirmations \$10.00 per person
- h. Acknowledgements \$10.00 per person
- i. Certified Copies \$1.00 per document
- j. Zoning Maps Based on actual cost
- k. Development Order Applications \$200.00 per application  
\*Administrative cost for preparation and mailings of public notices\*
- l. Legal Advertisements \$150.00 per publication

**II. LIBRARY**

- a. Library Cards
  - i. Highland Beach Property Owners and Residents with six (6) months lease agreement or longer No charge
  - ii. Seasonal renters (3-6 months) \$25.00 per year
  - iii. Non-residents \$75.00 per year
  - iv. Replacement cards \$5.00 per card
- b. Overdue Materials
  - i. Books and magazines \$0.25 per day per item
  - ii. DVDs and CDs \$1.00 per day per item
  - iii. E-readers \$3.00 per day per item
- c. Printing/Copying using Library Computers
  - i. First 5 pages of Black & White Copies No charge
  - ii. More than Five (5) Pages \$0.25 per page
- d. Room usage fees for Independent Contractors
  - i. Background Check for Independent Contractor \$19.95
  - ii. Tom Reid Room \$10.00 per month
  - iii. Community Room \$20.00 per month

**III. CODE COMPLIANCE & POLICE FINES/FEES**

- a. Illegal parking in designated disabled parking spots \$250.00
  - b. Class I Infraction (First and repeat violations) \$50.00
  - c. Class II Infraction (First offense) \$50.00
  - d. Class II Infraction (Repeat violation) \$100.00
  - e. Class III Infraction (First and repeat violations) \$200.00
  - f. Cost of Prosecution \$250.00
- \*Class I, II and III Infractions based per Section 2-174 of Town Code of Ordinances

**IV. ADMINISTRATIVE COSTS**

Pursuant to Section 2-117 (c) of the Code of Ordinances, administrative costs incurred by the town in the successful prosecution of a code enforcement case shall be assessed against the violator pursuant to F.S. § 162.07(2).

**EXHIBIT “B”**

**TOWN OF HIGHLAND BEACH**  
**BUILDING AND LAND DEVELOPMENT**  
**SCHEDULE OF FEES**  
EFFECTIVE 10/01/2025 – 09/30/2026

**V. BUILDING DEPARTMENT**

- a. All building permit fees shall be based upon the value of the work to be performed. The "value of work" shall be determined in accordance with Section 109 of the Town's Administrative Amendments to the Florida Building Code.
- b. The minimum building permit fee shall be \$100.
- c. **Building permit fees** shall be calculated per each \$1,000 of valuation or portion thereof for each trade (building, plumbing, mechanical, or electrical) or for each specialty (pools, fire suppression, alarm, or security systems, etc.). Those fees are as follows:
  - i. \$22.00 per \$1,000 or portion thereof of value up to \$500,000.
  - ii. \$17.50 per \$1,000 or portion thereof of value above \$500,000.

Note: For permits issued for properties within the Town of Gulf Stream, 5% of the collected fees will be allocated to the Town of Gulf Stream for administrative services.
- d. **Private Provider** rates per F.S. 553.791 & F.S. 553(2)(b)
  - i. Private Provider inspections only -8% of (c) only.
  - ii. Private Provider plan review only -10% of (c) only.
  - iii. Private Provider inspections & plan review -18% of (c) only.
- e. **Sales Trailer Permit Fee:** The fee for sales trailers shall be \$500 per trailer, shall include all sub-trade inspections, and shall expire after six (6) months. The permit may be renewed for additional six (6) month increments upon payment of an additional fee.
- f. **Construction Trailer Permit Fee:** The fee for a construction trailer shall be \$250 and shall include all sub-trade inspections.
- g. **Contractor Registration:** All contractors working in the Town of Highland Beach must be registered with the Building Department. Registration requires the submission of basic information about the contractor, including a government-issued photo ID, along with proof of valid licenses and insurance, and a local county business tax receipt. Contractors must hold a valid license issued by the State of Florida or be licensed as a contractor or registered as an installer with Palm Beach County. There is no fee for registering with the Town of Highland Beach.



**h. Reinspection Fees:**

- i. \$75.00 for second inspection (same item)
- ii. \$150.00 for third inspection\* (same item)
- iii. \$250.00 for the fourth inspection\* (same item)
- iv. \$300.00 for the fifth inspection\* (same item)  
\* (requires the licensed qualifier to be at the site for the inspection)

**i. Additional Fees:**

- i. \$100.00 for fire sprinkler permits. Does not include the electrical permit.
- ii. \$50.00 per page for plans requiring additional review after the initial review
- iii. \$50.00 for change in contractor
- iv. \$100.00 flooring and/or balcony tile fee (not shower tile or pan replacement)
- v. \$20.00 for remote video inspections – RVI (elective)
- vi. \$50.00 for a portable storage unit
- vii. \$100.00 to extend permit prior to permit expiring
- viii. \$250.00 for reinstatement of expired permit (if approved by the Building Official)
- ix. Appeal of Building Code Decision: \$1,500.00
- x. Additional Highland Beach Fire Department fees may apply. Contact HBFR
- xi. Florida State Surcharges
  - a. BCAIF: 1.5% of permit fee
  - b. FBC: 1% of permit fee

**j. Penalty Fees:**

- i. Two and a half times (2.5X) the original permit fee, but not to exceed \$10,000, for work commenced without a permit

*\*Approved by the Town Commission on October 7, 2020\**

**k. Planning & Zoning Fees:**

- i. Site plan: \$1,500.00
- ii. Special Exception: \$1,500.00

- iii. Comprehensive Plan Amendment: \$1,500.00
- iv. Revision to Code of Ordinances: \$1,500.00
- v. Variance: \$1,500.00  
\$500.00 each additional variance
- vi. Appeal of Zoning Determination: \$1,500.00
- vii. Zoning Verification Letter: \$150.00
- viii. Hourly attorney consultation fee. Must be paid with all land development applications. \$500.00 deposit plus any costs that exceed the \$500.00
- ix. License Agreement or Unity of Title: \$1,000.00
- x. Appeal to Town Commission: \$1,500.00
- xi. Engineering Review Fee: \$500.00 plus any additional cost
- xii. Floating Vessel Platform Application Review Fee: \$150
- xiii. Short-Term Rentals registration fee. \$250.00
- xiii. Short-Term Rentals inspection fee. \$150.00
- xiv. Short-Term Rentals re-inspection fee (failure to pass initial inspection) \$75.00
- xv. Short-Term Rentals biennial renewal fee. \$150.00
- xvi. Short-Term Rentals change of agent fee. \$50.00
- xvii. Short-Term Rental penalties:
  - a. \$250.00 fine, daily per violation for the first offense;
  - b. Up to \$500.00 fine, daily, per violation for repeat offenses;
  - c. \$250.00 cost of prosecution.

*Refund Policy*

- *No refunds for issued permits, permits under \$200, penalty fees, surcharges, etc.*
- *No refunds on permit applications greater than 30 days old*
- *Refunds shall be 60% of the fee paid in excess of \$200.*

Cost Recovery Provision. The applicant is responsible for the cost of recovering administrative, engineering, legal review, and/or any other professional service required in conjunction with any application, including any public notice costs in excess of the minimum advertising fee, including notice costs, such as postage, etc.

## EXHIBIT “C”

### TOWN OF HIGHLAND BEACH

#### SCHEDULE OF FEES

EFFECTIVE 10/01/2025 – 09/30/2026

#### **VI. WATER USE RATES**

- a. Water & Irrigation Flat Rate Charge (Bi-Monthly)      \$59.82 per dwelling unit
- b. All Customers Bi-Monthly Usage Charges (per dwelling unit)
  - i. 0 to 10,000 gallons      \$3.18 per 1,000 gallons
  - ii. 10,001 to 20,000 gallons      \$4.31 per 1,000 gallons
  - iii. 20,001 to and 55,000 gallons      \$6.68 per 1,000 gallons
  - iv. 55,001 gallons to 80,000 gallons      \$9.73 per 1,000 gallons
  - v. Over 80,000 gallons      \$12.72 per 1,000 gallons
- c. Irrigation Class Bi-Monthly Usage Charges (per meter) \*
  - i. 0 to 55,000 gallons      \$6.68 per 1,000 gallons
  - ii. 55,001 to 80,000 gallons      \$9.73 per 1,000 gallons
  - iii. Over 80,000 gallons      \$12.72 per 1,000 gallons

\* Subject to flat charge plus usage charges

#### **VII. SEWER USE RATES**

- a. Sewer Flat Rate Charge (Bi-Monthly)      \$45.80 per dwelling unit
- i. Bi-Monthly Usage Charges\* (per dwelling unit)      \$3.73 per 1,000 gallons of water usage to a maximum of 20,000 gallons.
  - ii. Commercial customers\*      \$3.73 per 1,000 gallons of water usage with **no maximum.**

\* Subject to flat charge plus usage charges

#### **VIII. PRIVATE FIRE PROTECTION**

- a. Fire Hydrants      \$25.94 each per month
- b. Standpipes/Sprinkler System      \$25.94 each per month

## **IX. GENERAL CUSTOMER BILLING**

- a. Water and Sewer usage charges will be billed bi-monthly.
- b. Payment remittance is due within 30 days of the billing date.
- c. Accounts more than 30 days are considered delinquent.
- d. Delinquent accounts will be subject to an additional 1.5% per month (18% annum) delinquency charge.
- e. Notice of such delinquency will be given by the Town; and if not corrected within 10 days of said notice, water service will be disconnected.
- f. Water service will not be reconnected until the delinquent bill and a fifty-dollar (\$50.00) reconnection fee is paid.
- g. Meters may be tested for accuracy upon written request from the customer. However, the customer will be subject to the expense of the test if the meter is found to be not more than 2% fast.
- h. In the event of a water leak occurring on the consumer's side of the meter, the Town Manager may offer a one-time courtesy adjustment to provide financial relief to a consumer who is experiencing a higher than usual water bill. To be considered for this courtesy adjustment:
  - i. The water bill in question must not be from the billing period more than two billing cycles prior.
  - ii. The consumer must not have used a courtesy adjustment in the past, and
  - iii. The consumer must demonstrate that they have repaired the water leak (i.e., plumber's invoice for repairs).

If a consumer is granted a courtesy adjustment, the Town will estimate (by comparing historical usage of the account) the amount of the water leak and deduct it from the consumer's total usage for the billing period. The difference between the total usage and the water leak portion will be considered the consumer's regular usage for the billing period and will be billed according to the rate structure provided in Section VI. The estimated water leak portion of usage for the billing period will be adjusted and billed at the lowest tiered rate provided in Section VI.

Notwithstanding the above, the town manager in his or her discretion will have the flexibility to allow up to four (4) installment payments of bills which are unusually high as measured by past bills for the property in question. The town manager's discretion will be on a case-by-case basis using his or her best judgment as each case arises.

## **X. WATER SYSTEM CONNECTION CHARGES**

- a. New Dwellings
  - i. Connection Charge \$3,000 per dwelling unit
  - ii. Meter Installation Fees Time and Material plus 25%
- b. Irrigation
  - i. Meter Installation Fees Time and Material plus 25%

**XI. SEWER SYSTEM CONNECTION CHARGES**

a. New Dwellings

- |                      |                           |
|----------------------|---------------------------|
| i. Connection Charge | \$1,000 per dwelling unit |
|----------------------|---------------------------|

**XII. FIELD VISIT CHARGE**

The Town may charge a fee to each customer requesting a service to be performed by a Town employee at their premises with respect to the water or wastewater systems. The services to be performed shall include, but not be limited to, individual turn-on and turn-off of service, data-logging a meter, and meter re-reading. The Town will waive this fee in any instance where the meter is determined to be faulty. There shall be no charge for the first field visit.

- |                                 |         |
|---------------------------------|---------|
| a. During Normal Working Hours  | \$32.08 |
| b. Outside Normal Working Hours | \$64.15 |

**EXHIBIT “D”****TOWN OF HIGHLAND BEACH****SCHEDULE OF FEES**

EFFECTIVE 10/01/2025 – 09/30/2026

**I. EMERGENCY MEDICAL SERVICES TRANSPORT FEES**

Description	Charge
a. Basic Life Support	\$681.98
b. Advanced Life Support 1	\$809.87
c. Advanced Life Support 2	\$1,172.16
d. Mileage	\$13.73

**II. SCHEDULE OF FIRE INSPECTIONS***There are no fees for Required Florida Fire Prevention Code Annual 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. Fire Pump Inspection	Annual
i. Gate Inspections per access point	Annual
j. Hotel Dormitories	Annual
k. Lodging or Rooming Houses	Annual
l. Storage/Parking	Annual

**III. CUSTOMER REQUESTED PERMIT FEES**

a. Temporary Structures (Tents)	\$150.00
b. Flow Test	\$350.00
c. Bonfire Permit (Beach)	\$300.00
d. Pyrotechnics/Fireworks	\$250.00

**IV. PERSONNEL COST FOR INSPECTION PROCESSES**

a. Fire Watch	\$125.00 per hour (min 4 hours min fee \$500)
b. Special Event	\$150.00 per hour (2-hour min.)

\$50.00 per hour over 2 hours  
(fees are per staff member)

- c. Additional Personnel needed to complete fire alarm and other special inspections \$125.00 (fees are per staff member)

**V. NEW AND EXISTING CONSTRUCTION FEES**

- a. Plans and Inspections \$150 on Cost of Construction up to \$30,000
- b. Plans and Inspections 0.5% on Total Construction Cost Above \$30,000  
(The Maximum Fire Plans and Inspection Fees: capped at \$15,000 per project)
- c. Revisions \$50.00 Per page for plan requiring additional review after the initial review
- d. Penalty for Work commencing prior to plan review/approval 2.5 times permit fees
- e. Customer Requested After Hours Inspections \$125.00 per visit per hour  
(min 2 hours)
- f. Reinspection Fees:
  - i. \$75.00 for second inspection (same item)
  - ii. \$150.00 for third inspection\* (same item)
  - iii. \$250.00 for fourth inspection\* (same item)
  - iv. \$300.00 for fifth inspection\* (same item)

\*(requires license holder or qualifier to be at the site for inspection)
- g. Additional Fees:
  - i. \$50.00 for change in contractor
  - ii. Appeal of Building Code Decision: \$1,500

**VI. FIRE ALARMS FEES**

- a. False Alarm fees for-all false alarms based on the fiscal year shall be as follows:
- b. No Charge for false alarms 1-3 fiscal year
  - 4<sup>th</sup> false alarm fiscal year \$200
  - 5<sup>th</sup> false alarm fiscal year \$300
  - 6<sup>th</sup> false alarm fiscal year \$400
  - 7<sup>th</sup> false alarm fiscal year \$500
  - 8<sup>th</sup> false alarm fiscal year \$600
  - 9<sup>th</sup> false alarm fiscal year \$700
  - 10<sup>th</sup> or more false alarm fiscal year \$1,000/call

**EXHIBIT “E”**

**TOWN OF HIGHLAND BEACH**  
**SCHEDULE OF FEES**

**I. SOLID WASTE AND RECYCLING SERVICES**

EFFECTIVE 06/01/2025 – 06/01/2026

a. Single-family curbside	\$ 33.37 per month*
b. Multi-family curbside (4 units or less)	\$ 33.37 per month*
c. Multi-family curbside (more than 4 units)	\$ 19.98 per month*
d. Special medical	Per Contract
e. Container rentals	Per Contract
f. Commercial services	Per Contract

\*Cost includes 5% administrative charge

EFFECTIVE 06/01/2026 – 06/01/2027

a. Single-family curbside	\$ 35.71 per month*
b. Multi-family curbside (4 units or less)	\$ 35.71 per month*
c. Multi-family curbside (more than 4 units)	\$ 21.38 per month*
d. Special medical	Per Contract
e. Container rentals	Per Contract
f. Commercial services	Per Contract

\*Cost includes 5% administrative charge



**File Attachments for Item:**

B. Resolution No. 2025-025

A Resolution of the Town Commission of the Town of Highland Beach, Florida, amending the Town's Fund Balance Policy for the General Fund and creating a Fire Rescue Sinking Fund and a Public Safety Capital Projects Sinking Fund; providing for conflicts; and providing for an effective date.



## **RESOLUTION NO. 2025-025**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AMENDING THE TOWN'S FUND BALANCE POLICY FOR THE GENERAL FUND AND CREATING A FIRE RESCUE SINKING FUND AND A PUBLIC SAFETY CAPITAL PROJECTS SINKING FUND; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Governmental Accounting and Financial Standards Board issued Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions, in order to clarify the meaning of fund balance on financial statements; and

**WHEREAS**, The Town's reserve policies are based on sound fiscal principles and best practices designed to allow the Town to maintain continuity of operations in adverse conditions while being mindful of its fiduciary responsibility to current and future taxpayers; and

**WHEREAS**, adequate fund balance levels are an essential component of the Town's overall financial management strategy and a key factor for external credit agencies when measuring the Town's financial strength; and

**WHEREAS**, the Town seeks to establish a fund balance policy that secures and maintains investment-grade credit ratings, provides adequate cash flow during natural disasters, emergencies, or unanticipated expenditures, and mitigates budgetary risk associated with volatility in revenues or economic recessions; and

**WHEREAS**, the Town desires to amend the Fund Balance Policy for the General Fund to assign funds for the establishment of the Town's Fire Rescue Sinking Fund and Public Safety Capital Projects Sinking Fund;

**WHEREAS**, the Town Commission determines that it is in the best interests of the Town and its residents to amend the Fund Balance Policy as set forth in the Exhibit to this Resolution.

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

**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 Commission hereby amends the Town of Highland Beach Fund Balance Policy for the General Fund, attached hereto as Exhibit “A” and incorporated herein by reference, and directs the Town Manager to implement the Policy (additional language is underlined and deleted language is ~~stricken through~~).

**Section 3.** All other resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

**Section 4.** This Resolution shall become effective immediately upon adoption and implemented as of October 1, 2025.

**DONE AND ADOPTED** by the Town Commission of the Town of Highland Beach, Florida, this 18<sup>th</sup> day of September, 2025.

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Natasha Moore, Mayor

**ATTEST:**

**REVIEWED FOR LEGAL  
SUFFICIENCY:**

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Lanelda Gaskins, MMC  
Town Clerk

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Leonard G. Rubin, Town Attorney

**VOTES:**

Mayor Natasha Moore  
Vice Mayor David Stern  
Commissioner Donald Peters  
Commissioner Judith Goldberg  
Commissioner Jason Chudnofsky

YES	NO
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

## **EXHIBIT A – RESOLUTION NO. 25-005**

### **TOWN OF HIGHLAND BEACH**

*as of October 1, 2025*

## **FUND BALANCE POLICY FOR COMPLIANCE WITH GASB STATEMENT NO. 54**

### **A. Fund Balance Policy**

The Town hereby establishes and will maintain reservations of Fund Balance, as defined herein, in accordance with Governmental Accounting and Financial Standards Board (GASB) Statement No. 54 *Fund Balance Reporting and Governmental Fund Type Definitions*. This Policy shall only apply to the Town's General Fund unless otherwise noted. Fund Balance shall be comprised of restricted, committed, assigned, non-spendable, and unassigned amounts.

Fund Balance information is used to: identify the available resources to repay long-term debt; stabilize property tax rates; add and/or expand governmental programs and services; or protect and enhance the financial position of the Town in accordance with policies established by the Town Commission.

### **B. Fund Type Definitions**

The following definitions will be used in reporting activity in governmental funds of the Town. The Town may or may not report all fund types in any given reporting period based on actual circumstances and activity.

The general fund is used to account for all financial resources not accounted for and reported in another fund.

Special revenue funds are used to account and report the proceeds of *specific revenue sources* that are *restricted* or *committed* to expenditure for *specific purposes* other than debt service or capital projects.

Debt service funds are used to account for all financial resources restricted, committed, or assigned to expenditure for principal and interest.

Capital projects funds are used to account for all financial resources restricted, committed, or assigned to expenditure for the acquisition or construction of capital assets.

Permanent funds are used to account for resources restricted to the extent that only earnings, and not principal, may be used for purposes that support the Town's purposes.

### **C. Fund Balance Definitions**

**Fund Balance** – The difference between fund assets and fund liabilities in the governmental funds balance sheet, also referred to as “fund equity”.

**Non-Spendable Fund Balance** – Amounts that are not in a spendable form (such as inventory) or are required to be maintained intact (e.g., principal of an endowment fund)

**Restricted Fund Balance** – Amounts that can be spent only for the specific purposes stipulated by external resource providers (such as grantors) or enabling legislation. Restrictions may be changed or lifted only with the consent of the resource providers.

**Committed Fund Balance** – Amounts that can be used only for the specific purposes determined by a formal action of the Town Commission, the Town’s highest level of decision-making authority. Commitments may be changed or lifted only by the Town Commission taking the same formal action utilized to commit the funds to a specific purpose.

**Assigned Fund Balance** – Amounts that the Town intends to use for a specific purpose; the intent shall be expressed by the Town Commission or may be delegated to the Town Manager.

**Unassigned Fund Balance** – The residual classification for the general fund and includes amounts that are not contained in the other classifications. Unassigned amounts are the portion of fund balance which is not obligated or specifically designated and is available for general purposes.

### **D. Reservations of Fund Balance**

#### **1. Assigned Fund Balance- Budget Stabilization**

The Town Commission hereby establishes the following assigned fund balance reserves in the General Fund:

##### **a. Budget Stabilization**

This assignment protects the general fund against cash flow shortfalls related to timing of projected revenue receipts. The targeted assignment amount shall be 16.7%, or two months of General Fund operating expenditures, net of funds set aside for reserves. The amount reserved shall be adjusted annually on October 1<sup>st</sup> with a transfer from the Unassigned Fund Balance.

#### **2. Assigned Fund Balance- Disaster Recovery**

##### **a. Disaster Recovery**

In order to provide the resources necessary to ensure continued operations and maintenance of services to the public, the Town shall assign a fund balance reserve for emergency preparedness in the General Fund. The targeted assignment amount shall be 16.7%, or two months of General Fund operating expenditures, net of funds set aside for reserves. The amount reserved shall be adjusted annually on October 1<sup>st</sup> with a transfer from the Unassigned Fund Balance.

### 3. Assigned Fund Balance – Public Safety Sinking Funds

#### a. Fire Rescue Sinking Fund

This assignment establishes a dedicated sinking fund to provide long-term financial support for the Highland Beach Fire Rescue Department. The fund is intended to accumulate reserves for larger capital acquisitions—such as apparatus, facilities, and specialized equipment—as well as to help offset future operational costs. The initial fund amount shall be \$750,000 and may be adjusted annually by the Town Commission through its annual budget approval resolution.

#### b. Public Safety Capital Projects Sinking Fund

This assignment establishes a dedicated sinking fund to provide long-term financial support for strategic public safety capital improvements in the Town of Highland Beach. The fund is intended to accumulate reserves for larger capital projects—such as the Marine Docking and Rescue Facility, the Fire Rescue Annex, and other future public safety infrastructure needs. The initial fund amount shall be \$2,000,000 and may be adjusted annually by the Town Commission through its annual budget approval resolution.

### E. Disbursement of Fund Balance Reserves

1. Disbursement of funds within the fund balance reserves shall be authorized by a resolution of the Town Commission and may be approved by inclusion in the approved annual budget (and amendments thereto), or shall be authorized pursuant to any ordinances, resolutions or procedures adopted by the Town Commission (such as the Town's procurement code).
2. Prioritization of fund balance use – When an expenditure is incurred for purposes for which both restricted and unrestricted (committed, assigned, or unassigned) amounts are available, it shall be the policy of the Town to consider restricted amounts to have been reduced first. When an expenditure is incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used, it shall be the policy of the Town that committed amounts would be reduced first, followed by assigned amounts and then unassigned amounts.

**F. Annual Review and Determination of Fund Balance Reserve Amounts**

Compliance with the provisions of this policy shall be reviewed as a part of the annual budget adoption process, and the amounts of non-spendable, restricted, committed, and assigned fund balance shall be determined during this process.

**EXHIBIT A – RESOLUTION NO. 252-005**

**TOWN OF HIGHLAND BEACH**  
as of ~~October 1, 2025~~ March 1, 2022

**FUND BALANCE POLICY FOR COMPLIANCE WITH GASB STATEMENT NO. 54**

**A. Fund Balance Policy**

The Town hereby establishes and will maintain reservations of Fund Balance, as defined herein, in accordance with Governmental Accounting and Financial Standards Board (GASB) Statement No. 54 *Fund Balance Reporting and Governmental Fund Type Definitions*. This Policy shall only apply to the Town's General Fund unless otherwise noted. Fund Balance shall be ~~comprised~~composed of restricted, committed, assigned, non-spendable, and unassigned amounts.

Fund Balance information is used to i identify the available resources to repay long-term debt; i stabilize property tax rates; i add and/or expand governmental programs and services; i or protect and enhance the financial position of the Town; i in accordance with policies established by the Town Commission.

**B. Fund Type Definitions**

The following definitions will be used in reporting activity in governmental funds of the Town. The Town may or may not report all fund types in any given reporting period based on actual circumstances and activity.

The general fund is used to account for all financial resources not accounted for and reported in another fund.

Special revenue funds are used to account and report the proceeds of *specific revenue sources* that are *restricted* or *committed* to expenditure for *specific purposes* other than debt service or capital projects.

Debt service funds are used to account for all financial resources restricted, committed, or assigned to expenditure for principal and interest.

Capital projects funds are used to account for all financial resources restricted, committed, or assigned to expenditure for the acquisition or construction of capital assets.

Permanent funds are used to account for resources restricted to the extent that only earnings, and not principal, may be used for purposes that support the Town's purposes.



### **C. Fund Balance Definitions**

**Fund Balance** – The difference between fund assets and fund liabilities in the governmental funds balance sheet, also ~~and is~~ referred to as “fund equity”.

**Non-Spendable Fund Balance** – Amounts that are not in a spendable form (such as inventory) or are required to be maintained intact (e.g., principal of an endowment fund)

**Restricted Fund Balance** – Amounts that can be spent only for the specific purposes stipulated by external resource providers (such as grantors), or enabling legislation. Restrictions may be changed or lifted only with the consent of the resource providers.

**Committed Fund Balance** – Amounts that can be used only for the specific purposes determined by a formal action of the Town Commission, the Town’s highest level of decision-making authority. Commitments may be changed or lifted only by the Town Commission taking the same formal action utilized to commit the funds to a specific purpose.

**Assigned Fund Balance** – Amounts that the Town intends to use for a specific purpose; the intent shall be expressed by the Town Commission or may be delegated to the Town Manager.

**Unassigned Fund Balance** – The residual classification for the general fund and includes amounts that are not contained in the other classifications. Unassigned amounts are the portion of fund balance which is not obligated or specifically designated and is available for general purposes.

### **D. Reservations of Fund Balance**

#### **1. Assigned Fund Balance- Budget Stabilization**

The Town Commission hereby establishes the following assigned fund balance reserves in the General Fund:

##### **a. Budget Stabilization**

This assignment protects the general fund against cash flow shortfalls related to timing of projected revenue receipts. The targeted assignment amount shall be 16.7%, or two months of General Fund operating expenditures, net of funds set aside for reserves. The amount reserved shall be adjusted annually on October 1<sup>st</sup> with a transfer from the Unassigned Fund Balance.

2. Assigned Fund Balance- Disaster Recovery

a. Disaster Recovery

In order to provide the resources necessary to ensure continued operations and maintenance of services to the public, the Town shall assign a fund balance reserve for emergency preparedness in the General Fund. The targeted assignment amount shall be 16.7%, or two months of General Fund operating expenditures, net of funds set aside for reserves. The amount reserved shall be adjusted annually on October 1<sup>st</sup> with a transfer from the Unassigned Fund Balance.

3. Assigned Fund Balance – Public Safety ~~Sinking Fund~~services

~~a. Establishment of Fire Rescue Department~~

~~This assignment provides funds to assist with the costs associated with the establishment and operation of the Highland Beach Fire Rescue Department. The funds may be utilized to reconstruct the existing fire station, procure fire response apparatus, recruit and train fire rescue personnel and purchase specialized fire rescue equipment. The fixed amount of the assignment is \$4,000,000 pursuant to Resolution 22-005. The assignment shall also include any funds received by the City of Delray Beach under the “True Up” provision of the existing Fire Rescue Services Contract.~~

a. Fire Rescue Sinking Fund

This assignment establishes a dedicated sinking fund to provide long-term financial support for the Highland Beach Fire Rescue Department. The fund is intended to accumulate reserves for larger capital acquisitions—such as apparatus, facilities, and specialized equipment—as well as to help offset future operational costs. The initial fund amount shall be \$750,000 and may be adjusted annually by the Town Commission through its annual budget approval resolutions.

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b. Public Safety Capital Projects Sinking Fund

This assignment establishes a dedicated sinking fund to provide long-term financial support for strategic public safety capital improvements in the Town of Highland Beach. The fund is intended to accumulate reserves for larger capital projects—such as the Marine Docking and Rescue Facility, the Fire Rescue Annex, and other future public safety infrastructure needs. The initial fund amount shall be \$2,000,000 and may be adjusted annually by the Town Commission through its annual budget approval resolutions.

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**E. Disbursement of Fund Balance Reserves**

1. Disbursement of funds within the fund balance reserves shall be authorized by a resolution of the Town Commission and may be approved by inclusion in the approved annual budget (and amendments thereto), or shall be authorized

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pursuant to any ordinances, resolutions or procedures adopted by the Town Commission (such as the Town's procurement code).

2. Prioritization of fund balance use – When an expenditure is incurred for purposes for which both restricted and unrestricted (committed, assigned, or unassigned) amounts are available, it shall be the policy of the Town to consider restricted amounts to have been reduced first. When an expenditure is incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used, it shall be the policy of the Town that committed amounts would be reduced first, followed by assigned amounts and then unassigned amounts.

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#### **F. Annual Review and Determination of Fund Balance Reserve Amounts**

Compliance with the provisions of this policy shall be reviewed as a part of the annual budget adoption process, and the amounts of non-spendable, restricted, committed, and assigned fund balance shall be determined during this process.

**File Attachments for Item:**

C. Ratification of Collective Bargaining Agreement (CBA) between the Town of Highland Beach and the Palm Beach County Police Benevolent Association (PBA) effective October 1, 2025, through September 30, 2028, and authorize the Mayor and Town Manager to execute the agreement.



# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

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**MEETING TYPE:** Town Commission Meeting

**MEETING DATE** September 18, 2025

**SUBMITTED BY:** Town Manager's Office

**SUBJECT:** Ratification of Collective Bargaining Agreement (CBA) between the Town of Highland Beach and the Police Benevolent Association (PBA), Town Staff Agreement October 1, 2025, through September 30, 2028.

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## **SUMMARY:**

Attached is the Collective Bargaining Agreement (CBA) between the Town of Highland Beach and the Police Benevolent Association (PBA), effective October 1, 2025, through September 30, 2028. The agreement has been negotiated in good faith and has been tentatively agreed to by both the PBA and the Town's negotiating team.

As previously communicated during our individual meetings, the key provisions of this agreement include:

- Adjustments to the salary table; and,
- Addition of Juneteenth as a recognized holiday; and,
- Language supporting the continuation of the assigned vehicle program; and,
- Authority for the Police Chief to hire experienced officers at higher steps within the salary schedule.

The PBA membership has unanimously ratified the agreement. Importantly, this contract reflects competitive marketplace considerations while avoiding the creation of any additional unfunded liabilities (OPEB). Furthermore, all associated costs have been incorporated within the Town's Five-Year Financial Forecast. As such, the agreement carries no impact on the current millage rate.

In summary, this contract reinforces the Town's commitment to supporting our Police Department with competitive compensation and benefits, while upholding fiscal prudence and long-term financial stability.

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## **FISCAL IMPACT:**

Budgeted.

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**ATTACHMENTS:**

Collective Bargaining Agreement (CBA) between the Town of Highland Beach and the Police Benevolent Association (PBA) Town Staff Agreement October 1, 2025, through September 30, 2028.

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**COLLECTIVE BARGAINING AGREEMENT BETWEEN**

**THE TOWN OF HIGHLAND BEACH**



**AND**

**PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC.**



**LAW ENFORCEMENT AGREEMENT**

**OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2028**

<b>Article #</b>	<b>Article Title</b>	<b>Page</b>
1	Preamble	3
2	Recognition	4
3	Non-Discrimination	5
4	Dues Deduction	6-7
5	Management Rights	8-9
6	PBA Representation / Union Business	10-12
7	No Solicitation and Use of Bulletin Boards	13
8	Probation	14
9	Discipline	15-17
10	Seniority	18-19
11	Communications Policy	20
12	Vacation Policy	21-23
13	Sick Leave	24-26
14	Military	27
15	Holidays	28-29
16	Court Appearances	30
17	Call Back, On-Call and Emergencies	31-32
18	Out of Classification Pay	33
19	Assignment Pay	34
20	Personnel Records	35
21	Health Insurance	36-38
22	Uniforms and Equipment	39-40
22A	Assigned Vehicle Program	41
23	In -Vehicle Mobile Video, Audio System, and GPS	42
24	Tuition Reimbursement	43
25	Workweek and Overtime	44-48
26	Shift Exchanges	49
27	Salary Plan	50-51
28	Longevity	52
29	Promotions	53
30	Worker's Compensation and Duty Disability	54
31	Funeral Expenses and Bereavement Leave	55
32	Donation Leave Policy	56
33	Off Duty Details	57
34	Educational Incentives	58
35	Physical Fitness	59
36	Grievance and Arbitration Procedure	60-64
37	No Strike and Work Stoppage	65
38	Retirement	66
39	Police Officer's and Correctional Officer's Bill of Rights/Records Retention	67
40	Duration of Agreement	68



## **ARTICLE 1 PREAMBLE**

THIS AGREEMENT is entered into by and between the TOWN OF HIGHLAND BEACH, FLORIDA, located within the County of Palm Beach, State of Florida (hereinafter referred to as "Town"), and the PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC. (hereinafter referred to as the "PBA" or the "Association"), as the sole and exclusive bargaining representative of the employees within the certified bargaining unit.

It is the purpose of this Agreement to promote and maintain harmonious relations between the Town and the employees within the certified bargaining unit; to provide for equitable and peaceful means of resolving grievances which may arise; and to establish fair wages, hours, terms and conditions of employment.

## ARTICLE 2 RECOGNITION

### Section 1.

The Town recognizes the PBA as the sole and exclusive bargaining agent for the bargaining unit of employees as certified by the Public Employees Relations Commission, Certification #1920, with respect to the working conditions, rates of pay and other conditions of employment for those employees of the Town working within the certified unit, to-wit; INCLUDED:

All employees of the Town of Highland Beach in the following classifications: police officer and police sergeant.

### EXCLUDED:

All other appointees or employees of the Town of Highland Beach and excluding specifically the following classifications: chief of police, lieutenant, and all other Town employees.

### Section 2.

The Town shall provide written notice and an opportunity to bargain with respect to the working conditions, rates of pay, and other conditions of employment for those within the aforesaid certified unit, by electronic mail (both emails below) or regular mail to:

John Kazanjian, President  
Palm Beach County Police Benevolent Association, Inc.  
[Kaz@pbcpga.org](mailto:Kaz@pbcpga.org)  
[Angela@pbcpga.org](mailto:Angela@pbcpga.org)  
2100 N. Florida Mango Road  
West Palm Beach, Florida  
33409

### **ARTICLE 3 NON-DISCRIMINATION**

#### **Section 1.**

No employee covered by this Agreement will be discriminated against by the Town because of membership in the PBA, or authorized activity as required in this Agreement on behalf of the PBA.

#### **Section 2.**

Both the Town and the PBA oppose harassment and discrimination in the basis of age, race, creed, color, national origin, sex, handicap/disability, marital status, familial status, pregnancy, military or veteran status, sexual orientation, religion, or other protected category in accordance with applicable federal, state, or local laws. However, the Parties also recognize that the Town has established an internal procedure to investigate and resolve alleged cases of discrimination which is in addition to existing and adequate procedures established by Palm Beach County, the State of Florida and the Federal government. Accordingly, it is agreed that allegations of employment harassment or discrimination cannot be processed through the contractual grievance/arbitration procedure, but shall only be subject to the method(s) prescribed by internal Town policy or under applicable federal, state or local law.

## **ARTICLE 4**

### **DUES DEDUCTION**

#### **Section 1.**

Upon receipt of a lawfully executed written authorization from a bargaining unit member, the Town agrees to deduct the current regular association dues on a semi-monthly basis and remit such deductions to the treasurer of the PBA. The PBA will notify the Town, in writing, thirty (30) days prior to any change in the regular PBA dues structure. The employer is expressly prohibited from any involvement in the collection of fines, penalties or special assessments and shall not honor any request of this nature other than for association dues.

#### **Section 2.**

Any employee may, at any time, revoke his/her dues deduction and shall submit such revocation form to the Town Payroll Section with a copy to the PBA.

#### **Section 3.**

The PBA agrees to provide necessary Dues Deduction Authorization forms and Notice to Stop Dues Deduction forms for its members. These forms shall be at least 8-1/2" wide and 5-1/2" tall in dimension. The information entered on the forms, with the exception of the member's signature, must be either typed or legibly printed. These forms shall read as follows:

### AUTHORIZATION CARD FOR DEDUCTION OF UNION DUES

I hereby authorize the Town of Highland Beach to deduct from my wages each pay period, the current regular pay period PBA dues and to transmit this amount to the treasurer of the Palm Beach County Police Benevolent Association.

Date:

Name:

Town ID Number:

Signature:

Address:

### INSTRUCTION TO STOP DEDUCTION OF UNION DUES

I hereby instruct the Town of Highland Beach to stop deducting from my wages each pay period the current regular pay period PBA dues of the Palm Beach County Police Benevolent Association. A copy of this revocation has been forwarded to the treasurer of the PBA.

Date:

Name:

Town ID

Signature:

Number:

Address:

The PBA will indemnify, defend and hold the Town harmless against those claims made and suits initiated against the Town that are specifically and narrowly related to only any check-off of Union dues. The Union further agrees to pay those reasonable expenses of the Town (including, but not limited to, reasonable attorneys' fees and costs) in defending against such suits on this specific item only.

## **ARTICLE 5**

### **MANAGEMENT RIGHTS**

It is the right of the Town to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the Town to direct its employees, to take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. Unless expressly abridged by specific language of a provision of this Agreement, management retains and reserves unto itself all of its rights and privileges which it possessed at any time under law.

Management officials of the Town retain all rights, in accordance with applicable laws, including but not limited to the following:

- a. To manage and direct the employees of the Town.
- b. To hire, promote, transfer, schedule, assign and retain employees in positions with the Town.
- c. To suspend, demote, discharge or take other disciplinary action against employees for cause.
- d. To relieve employees from duties because of lack of work, funds or other legitimate reasons.
- e. To maintain the efficiency of the operations of the Town and to set standards of police service to be offered to the public.
- f. To determine the methods, means and personnel by which such operations are to be conducted, including the right to contract and subcontract existing and future work.

- g. To determine the organization of Town government.
- h. To determine the number of employees to be employed by the Town.
- i. To determine and implement the number, types and grades of positions of employees assigned to an organizational unit, department or project.
- j. To determine and implement effect internal security practices.
- k. To require employees to be in a physical and mental condition that allows them to effectively perform their normal duties.
- l. To promulgate reasonable departmental rules and regulations not in conflict with the provisions of this Agreement.

The Town Commission has the sole authority to determine the purpose and mission of the Town and the amount of budget to be adopted.

If, in the sole discretion of the Town Manager, it is declared that a Civil Emergency Conditions exists, including, but not limited to riots, civil disorders, hurricane conditions, public health emergencies, epidemics, pandemics, or exigencies, the provisions of this Agreement may be suspended by the Town during the time of the declared emergency, provided that rates and monetary fringe benefits shall not be suspended.

**ARTICLE 6**  
**PBA REPRESENTATION/UNION BUSINESS**

Section 1.

The Town recognizes the right of the PBA to designate PBA representatives as it deems appropriate. The Town shall recognize one (1) member of the bargaining unit as an authorized PBA representative. The PBA shall be permitted to designate one (1) additional PBA representative as an alternate. The PBA shall furnish the Police Chief with a written designation of its authorized representative and alternate within ten (10) days of the date on which this Agreement is fully ratified and shall thereafter notify the Police Chief of any change in its authorized representative or alternate within ten (10) days of the date on which such change occurs.

Section 2.

The Town agrees to maintain a PBA time pool bank to be used for PBA representatives and/or bargaining unit members to conduct union business, as defined in this Article.

Section 3.

PBA members covered by this Agreement shall donate three (3) hours of vacation or compensatory time, at the member's option, each year to the PBA time pool bank. Said deduction shall be made from each member's vacation or comp time during the first week in October. All unused donated time will be carried over from year to year.

Section 4.

Leave time contributed to the bank shall be paid out when used on an hour for hour basis at the rate of the union representatives who use the leave at their hourly rates.



## Section 5.

The PBA authorizes the Town's Payroll to automatically deduct, from the union time pool, the number of regularly scheduled hours in each pay period, unless notified of an exception by the Union.

## Section 6.

Association officials and/or members, no more than two (2), shall be granted reasonable time during working hours, without loss of pay, and without use of the time pool bank to negotiate with the representatives of the Town.

Reasonable time shall be granted for the processing of grievances with a duly designated representative of the Association during working hours and without use of the time pool bank.

## Section 7.

Members performing PBA business off-duty shall be entitled to use the PBA pool time. Charges against the PBA time pool shall be documented by use of a form designated by the Town, to be completed for each request including the event name and number of hours. The form shall have the approval signatures of the Association President or lead PBA representative and the Chief of Police or his/her designee. The Chief of Police or his designee may approve or deny use of this leave based upon the reasonable operational needs of the Department, and proposed reason for leave. The above form must be submitted to the Chief or his designee a minimum of seventy two (72) hours prior to the time the employee is requesting to use the time pool bank. Submission made with less than seventy two hours' notice may be granted at the discretion of the Chief or his designee. In emergency situations the approval of time pool use may be obtained through the appropriate non-bargaining supervisor. Time spent by any employee that

is compensated by use of the PBA time pool is not "hours worked" for the Town for purposes of calculating overtime under the Fair Labor Standards Act.

**ARTICLE 7**  
**NO SOLICITATION AND USE OF BULLETIN BOARDS**

Section 1.

The PBA agrees that there shall be no solicitation of Town employees for membership in the PBA, signing up of members, collection of initiation fees, dues or assessments, meetings, distribution of PBA or affiliated PBA literature or any other solicitation activity of the PBA during the working hours of Town employees; provided, however, that this Section shall not be construed to prohibit communication of official PBA business to members prior to the beginning of the work shift and after the regularly scheduled work shift and during the employee's meal period. PBA representatives will be afforded ten (10) minutes twice a month to address line-ups. Employees, or PBA representatives or any persons acting on their behalf are hereby prohibited from distributing literature during working hours in areas where the actual work of public employees is performed, such as offices, police stations, fire stations, and any similar public installations. This section shall not be construed to prohibit the distribution of literature during the employee's meal break or in such areas not specifically devoted to the performance of the employee's official duties.

Section 2.

The Town, together with the PBA, shall determine the location and type of bulletin boards that may be used by the PBA at the Town facilities. The PBA may use the bulletin boards only for the purpose of posting official PBA business notices and related information, and may not use the boards to post political endorsements. All costs incidental to preparing and posting of PBA material will be borne by the PBA.

## **ARTICLE 8**

### **PROBATION**

The introductory period for all new full-time employees shall be 365 days from the successful completion of the Field Training Program of the Town. The first date of actual full-time work by the employee shall be considered to be their hire or service date for purposes of benefits under this Agreement. During the introductory period, an employee may be discharged for any reason. Upon the expiration of this time period, the Police Chief shall either approve or reject, in writing, retention of the employee. The introductory period may be extended up to six months in the discretion of the Chief of Police.

An employee who does not successfully complete the initial introductory period, including any extension, shall have no right to utilize the grievance/arbitration procedure contained in this Agreement or any other policy or procedure for any matter concerning a failure to successfully meet job performance standards during said period.

Although employees will accumulate vacation time during their introductory period, they may not use any vacation time until they have completed six months of employment in the Department, unless authorized in writing by the Police Chief. Sick leave shall begin to accrue as of the first service date of the employee, but may not be used until the employee has been employed for at least three (3) months.

## **ARTICLE 9 DISCIPLINE**

### **Section 1. Code of Conduct and Corrective Actions**

It shall be the duty of an employee to maintain high standards of cooperation, efficiency and integrity in his or her conduct and work performance with the Town in keeping with the Oath of Office; the laws of the United States, the State of Florida, and the Town of Highland Beach; provision(s) of Departmental or Town Rule(s) or Regulation(s) and Standard Operating Procedure(s).

The Town may follow a system of progressive correction and discipline in that the Town, in its sole discretion, may impose a level of corrective action or discipline deemed necessary to correct undesirable behavior. Actions taken may increase in severity if the original offense is not corrected or if a subsequent offense arises.

Based on the severity of the offense, the action imposed by the Town for the first or subsequent offenses may include verbal counseling, written reprimands, a suspension without pay, or termination

**Section 2. Corrective Actions** (grievable through Step 2 of the Grievance Procedure, but not subject to arbitration) are as follows:

Verbal Reprimands are not discipline that is arbitrable under this Agreement. Verbal Reprimands are issued by management to verbally warn an employee about his/her conduct or work performance and counsel the employee on how to improve. A record of this warning is maintained in the departmental working file or pending evaluation file.

Written Reprimands are not discipline that is arbitrable under this Agreement. Written Reprimands are issued by management when a verbal reprimand has not resulted in a satisfactory change in the employee's conduct or work performance or when a verbal reprimand is not deemed by management to be sufficiently severe for the offense.

Suspensions of less than 2 working days are issued by management when a written reprimand has not resulted in a satisfactory change in the employee's conduct or work performance or when a written reprimand is not deemed by management to be sufficiently severe for the offense. A suspension is a removal from the work site which includes loss of pay for the time specified.

**Section 3. Disciplinary Actions** (grievable through arbitration step) are as follows:

Suspensions of 2 working days or more are discipline that is grievable under this Agreement. Suspensions of 2 working days or more are issued by management for proper cause when lesser action has not resulted in a satisfactory change in the employee's conduct or work performance or when lesser action is not deemed by management to be sufficiently severe for the offense. A suspension is a removal from the work site which includes loss of pay for the time specified. An employee who has been suspended may supplement his/her paycheck with accrued vacation or comp time.

Reduction in pay or reduction in classification (demotion) are discipline which is grievable under this Agreement.

**Termination.** A decision to terminate the employment of an employee may be made by management for proper cause. A termination of employment is a permanent separation from

employment with the Town. A specific reason for termination of employment is not required for a probationary employee who fails to meet probationary standards, and such termination of an employee during the probationary period is not grievable to arbitration.

## **ARTICLE 10**

### **SENIORITY**

#### Section 1.

Seniority, as used herein, is defined as the right accruing to bargaining unit members through continuous time in classification, while employed by the Town, which entitles them to certain considerations and preferences as provided for in this Agreement. Seniority shall accumulate during approved absence due to illness, injury, vacation leave, and military leave. Employees on other authorized leave shall maintain the seniority they had when their leave commenced.

#### Section 2.

If two (2) or more bargaining unit members have the same classification date, for purposes of breaking a tie, seniority will be determined by the date and time the member's employment application was received by the Town.

#### Section 3.

Seniority shall govern the following matters:

1. Vacation for each calendar year.
2. Annual shift assignments, with the understanding that annual shift assignments shall be determined by the Chief of Police, in his sole discretion, based upon consideration of seniority in light of other factors including operational necessity, specialty skill utilization, and the need for periodic annual rotation to adapt and familiarize bargaining unit members with daylight and nighttime environments. Decisions of the Chief of Police as to annual shift assignments may be discussed with the Chief by the bargaining unit member or Union Representative, but such



decisions are not subject to the Article 36, Grievance and Arbitration Procedure of this Agreement.

3. Layoffs shall be made in reverse order of seniority.
4. Employees shall be called back from lay off according to seniority for up to two years.

The Parties recognize that for reasons of operational necessity, seniority shall not be determinative. If seniority does not govern, the reasons will be provided to the affected employees.

## **ARTICLE 11**

### **COMMUNICATIONS POLICY**

#### **Section 1.**

The PBA President, or designee, will be placed on the contact list maintained by Town's Communications Division and will be notified in any situation in which a bargaining unit member is seriously injured, involved in a discharge of his/her firearm, or any other type of critical incident which also requires the dispatching of the Bureau of Internal Affairs as the result of a bargaining unit member's actions, or when the Chief or designee requests that the PBA be contacted.

#### **Section 2.**

In those cases in which a bargaining unit member requests a PBA representative to respond or to be contacted and the affected Party is unable to make such notification, the Communications Division, upon request, will attempt such contact.

#### **Section 3.**

The PBA will provide Town with the necessary information to facilitate compliance with this Article. The PBA agrees to hold the Town harmless for any failure to notify under this Article, and any violations of this Article shall not be subject to grievance and arbitration.

## **ARTICLE 12**

### **VACATION POLICY**

#### **SECTION 1: OBJECTIVE**

Vacations are provided for the recreation and relaxation of Town employees, and employees are encouraged, if working conditions permit, to take a leave on an annual basis. All vacation leave requests must be approved, in advance of the leave, by the employee's Department Head.

#### **SECTION 2: ANNUAL VACATION LEAVE**

Every bargaining unit employee may use accrued vacation leave after he/she has completed six months of full-time employment in the Department. Such annual leave shall be based on anniversary dates and granted as follows:

- A. Beginning the first day of employment, employees begin accruing 10 working days of vacation leave each year.
- B. After three (3) years, employees will begin accruing 15 working days of vacation.
- C. After ten (10) years, employees will begin accruing 20 working days of vacation.

#### **SECTION 3: MAXIMUM ACCUMULATION**

Generally, employees shall not accumulate more than 25 days of vacation in his/her vacation account (or 300 hours for 12 hour shift employees). However, the Town Manager may allow an employee to accumulate more than 25 days of vacation, provided the employee makes arrangements with his/her department head to use the overage by the end of the fiscal year. Accruals of leave in excess of 25 days at the end of the fiscal year shall be forfeited by the employee.

#### SECTION 4: USE OF ACCUMULATED LEAVE

The time at which an employee may take vacation leave shall be determined by the Department Head with due regard to the wishes of the employee and to the needs of the department, and otherwise as set forth in this Agreement. All vacation schedules shall be arranged in advance, and approved by the Department Head. In case of emergency, the Department Head may cancel and reschedule any or all approved vacation leaves in advance of their being taken, and, if necessary, may call back an employee from a vacation in progress. If an employee is called back from vacation for an emergency, the Town will reimburse, at current IRS rates for mileage, if any, the employee for reasonable travel expenses based on paid receipts submitted. Use of vacation leave or comp time counts toward hours worked for calculating overtime.

#### SECTION 5: ACCUMULATION DURING LEAVE

Credit for vacation leave shall not accumulate during any leave of absence without pay or during any layoff. Vacation leave shall continue to accumulate during a leave of absence with pay or during an authorized vacation leave.

#### SECTION 6: HOLIDAYS DURING VACATION LEAVE

Whenever a paid holiday falls during an authorized vacation leave, the employee's leave on the date of the paid holiday shall be considered a holiday for payroll purposes, and shall not be charged to the employee's accumulated vacation leave.

#### SECTION 7: PAYMENT OF VACATION LEAVE UPON TERMINATION OF EMPLOYMENT

Any bargaining unit member who has worked for the Town at least 12 consecutive calendar months, leaving the Town in good standing, shall be compensated for vacation leave earned and unused at the date of termination of employment, up to a maximum of 25 vacation

days (300 hours), at the employee's current pay rate. All vacation leave accrued and unused in excess of 25 vacation days is forfeited.

## **ARTICLE 13 SICK LEAVE**

### **SECTION 1: ACCUMULATION OF SICK LEAVE**

Each full-time employee shall accrue one sick day per month. Sick leave shall not be accrued when an employee is on leave without pay status in any pay period.

Employees accumulate all accrued sick leave hours during the fiscal year. However, at the end of each fiscal year, all sick leave accruals are subject to forfeiture as follows:

- Employees shall forfeit accruals in excess of 1,120 hours at the end of each fiscal year.

### **SECTION 2: USE OF SICK LEAVE**

Sick leave shall not be considered personal time which an employee may use at his or her discretion. It is intended to insure employees against occasional illness and to provide time off with pay during longer periods of absence due to illness. Sick leave may be used for the following purposes only:

1. Personal illness;
2. Doctor or dentist appointment for employee which cannot reasonably be scheduled for a time outside of the employee's normal work schedule;
3. Illness to an employee's spouse, child or parent which mandates that the employee be present to care for their relative or take their relative to a necessary medical appointment when no other means of transportation is available or appropriate.

### SECTION 3: MEDICAL CERTIFICATE

A medical certificate may be required as evidence of an employee illness or any injury that prevents attendance at work for a period of time of four work days or more. A medical certificate required by a Department/Division Head shall consist of a written statement by a qualified, licensed physician indicating:

- The employee has been examined by the physician during the period of absence.
- The symptoms observed or measured by the physician.
- The stated diagnosis and medication and/or treatment prescribed.
- The dates on which the employee was physically incapacitated from work.

### SECTION 4: FULL USE OF SICK LEAVE

An employee who has used all accrued sick leave benefits may be allowed to use available vacation, holidays, or compensatory time in order to maintain earnings without interruption.

### SECTION 5: PAYMENT OF SICK LEAVE UPON SEPARATION FROM EMPLOYMENT

Upon resignation, retirement or permanent disability, employees who have a minimum of two (2) years of continuous employment with the Town, shall be paid for the accrued, unused sick time balance as follows:

With 2 or more years of service: 50% conversion, not to exceed 1,120 paid hours.

Employees who are terminated for cause are not eligible for payment of sick leave.

### SECTION 6: SICK LEAVE INCENTIVE PROGRAM

On September 1 of each year, and subject to the availability of budgeted funds, employees who have been employed by the Town for a minimum of one year and have a minimum of 96

(part-time 48) hours of accumulated and unused sick leave will be eligible to participate in a "sick leave incentive program," provided the employee has not been disciplined for tardiness or absenteeism during the twelve month period immediately preceding September 1. The Finance Department will distribute a sick leave election form on September 1 of each year to all eligible employees. On that form, the employee will be advised of the total amount of sick leave he/she has accumulated. The employee may then elect to convert up to 5 days (60 hrs) of accumulated but unused sick leave to either vacation leave or additional pay on the employee's next regular paycheck.

Eligible employees are not required to convert sick leave to payment or vacation leave. A written election declining the conversion may be submitted to the Finance Department to decline conversion. Forms that are not returned to the Finance Department by the deadline referenced on the form shall be deemed to indicate the employee declined conversion.



## **ARTICLE 14**

### **MILITARY**

The Town shall adhere to Federal and State law, including the Uniformed Services Employment and Reemployment Rights Act ("USERRA"), as well as Chapter 250, Florida Statutes and §115.07, Florida Statutes, with regard to any Military Leave.

In addition, in accordance with USERRA, the Town shall not retaliate against any member assisting in the enforcement of USERRA rights, including testifying or making a statement in connection with a proceeding under USERRA, even if that member is not a service member. Any alleged violations of this Article shall not be subject to grievance and arbitration.

## **ARTICLE 15 HOLIDAYS**

### **Section 1.**

During the term of this Agreement, the Town recognizes the following thirteen (13) holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, and Christmas Day. Employees shall also be entitled to three (3) personal leave days.

The recognized holiday will be on the day of the actual holiday, which is not necessarily on the day the holiday is observed.

### **Section 2.**

Holidays will be paid at the employee's base rate of pay for one (shift) day as noted herein.

### **Section 3.**

When a holiday falls on a bargaining unit member's regular day off, he/she shall receive twelve (12) hours of holiday time or pay.

### **Section 4.**

If the member actually works on the holiday, the member shall receive pay for an additional six (6) hours of straight time, or eighteen (18) hours of pay.

### **Section 5.**

Holiday time can be taken as compensatory time in lieu of pay when approved by the Chief.

#### Section 6.

Personal leave days shall be scheduled days off, with pay, as approved by the Chief of Police or his designee.

#### Section 7.

Where an employee calls in sick the day of a holiday, the day before or the day after a holiday, the Chief of Police may require documentation from the employee's health care provider to confirm the legitimacy of the illness prior to payment being made.

## **ARTICLE 16**

### **COURT APPEARANCES**

#### **Section 1.**

Any unit employee who is required to appear in court as a witness as a result of his employment, and is not on duty during a regular shift, will receive either the total number of hours worked for the court appearance, or a minimum of three hours' pay at one and one-half times his base hourly rate of pay, whichever amount is greater.

#### **Section 2.**

If on duty, compensation paid by the state, county or other person, firm, or authority which compels attendance must be endorsed and tendered to the Town by the affected employee as a condition of being paid by the Town. If off duty, the employee may retain the witness fee and be paid mileage for use of their private vehicle.

**ARTICLE 17**  
**CALL BACK, ON-CALL AND**  
**EMERGENCIES**

Section 1.

Bargaining unit members who have left the work place and who are ordered or otherwise directed to return to work more than one hour after completing their scheduled shifts, or more than one hour after being released from a call back, shall be paid a minimum of three (3) hours. Bargaining unit members called back to work less than one hour after completing their scheduled shifts shall be paid for all time commencing from the completion of their previously completed shift, except in those circumstances described in section 2. All such hours shall count toward hours worked for purposes of calculating overtime.

This provision shall be limited to two (2) 3-hour minimums based on employee's normally scheduled work hours.

This section shall also apply when a bargaining unit member is required to provide a statement to an investigative unit at a time which begins more than two (2) hours before his/her scheduled shift or more than one (1) hour after his/her shift is completed.

Section 2.

This provision shall not apply in those instances when the overtime commences two (2) hours or less prior to, or runs continuously with, the bargaining unit member's regular shift or where the bargaining unit member is called back to work to rectify his/her own error or omission which cannot wait until the bargaining unit member's next shift. In such instances, the bargaining unit member shall be compensated for the hours worked at the appropriate rate.

### Section 3.

Bargaining unit members called back to work, who are on authorized leave, shall be paid at the rate of one- and one-half times the bargaining units member's regular rate of pay for hours worked for a minimum of three (3) hours, and a maximum equal to the number of remaining hours of authorized leave. Such bargaining unit members shall not be charged leave for any such hours worked. All such hours shall be calculated as time worked.

### Section 4.

Any employee working during the emergency leave shut down may be awarded a maximum of twelve (12) hours per day compensatory time at a straight rate of pay for time actually worked during the Civil Emergency Condition for the period that the Town's non-essential operations are closed (from the date of closure until the date of reopening of non-essential operations including weekend days in that period), in the Town Manager's sole discretion and/or when a State of Emergency is declared in the county. Any such compensatory time shall be in addition to wages or salary earned for actual hours worked during the emergency. The provisions of Article XXIV, Section 4 of the Town's Rules and Regulations otherwise apply to these operations under emergency conditions.

**ARTICLE 18**  
**OUT OF CLASSIFICATION PAY**

The Chief or designee may assign a bargaining unit member covered by this Agreement to serve as temporary replacement for an absent supervisor. If such assignment occurs, the bargaining unit member shall be paid five (5%) percent above his/her current rate of pay for each completed shift worked in the temporary position.

**ARTICLE 19**  
**ASSIGNMENT PAY**

Section 1.

All bargaining unit members who complete the certification process as Field Training Officers (FTO's) and who are assigned active FTO responsibilities by their respective command will receive 1 hour of pay at ~~the~~ one-and-one-half times rate, calculated in accordance with the current pay grade above the member's current rate of pay, for each completed shift worked for time spent training.

All bargaining unit members who successfully complete specialized training for operating the police boat and are designated by the department as Marine Patrol Officers for the Police Marine Unit shall receive a 5% increase in base pay applicable to the hours with active Marine Unit operation responsibilities.

Any bargaining unit member that is designated by the department as a detective shall receive a 5% increase in base pay during the duration of that designation.

Section 2.

The increases provided under this Article shall only be paid when the member is so assigned.



**ARTICLE 20**  
**PERSONNEL RECORDS**

Section 1.

Each bargaining unit member covered by this Agreement, or legal representative so designated by the bargaining unit member, shall have the right to inspect his/her official files. Such inspection shall take place at reasonable times and at the location where the official personnel file is kept. The bargaining unit member shall have the right to receive a duplicate copy of any item contained in his/her official files at no cost to the member. Alleged violations of this Article will not be subject to the Grievance Procedure in this Agreement.

Section 2.

Inspection of official files will be limited in accordance with Florida law.

## **ARTICLE 21 HEALTH INSURANCE**

### **Section 1.**

The Town will make available health insurance, term life insurance, dental insurance, vision insurance, and disability insurance on a group basis to unit employees to the same extent and in the same manner that such insurance is provided to other Town employees. The union can request impact bargaining of this Article in the event that the annual out-of-pocket cost to employees increases by more than fifteen percent (15%). Health insurance as used herein means and includes any managed health care plan, health maintenance organization (HMO), or other arrangement for or provider of health care. The entire benefit provided in this Article is referred to herein as "the program."

### **Section 2**

The dependent health coverage is optional to all eligible employees. The Town shall pay a portion of the premium for such dependent coverage as it does for all other Town employees.

### **Section 3**

The Town reserves the right to reduce or enlarge the benefits payable under any coverage, or to alter or cease any coverage, to raise or lower any out-of-pocket amounts and to raise or lower any deductibles.

#### Section 4

The Town shall have the right to agree to or to make any changes in the costs to unit employees of any element of the program and to require unit employees to bear any portion of the cost of coverage in full or in part by the Town. It is agreed that in the event of a premium increase or other increase in the cost to the Town of providing any of the program, such increase will be paid by the employees in any proportion as determined by the Town, including in its entirety. All increases in employee costs described in this paragraph of this Article shall be deducted from wages, and shall be administered in the manner presently in effect.

#### Section 5

Before exercising any of the foregoing rights reserved to it, the Town will notify the Union of the proposed action and the reason therefore, and will, upon request, bargain with the Union about the impact, if any, on unit employees.

#### Section 6

The Town shall provide a yearly life scan health screening for bargaining unit members upon request at no cost to the members.

#### Section 7

In accordance with and pursuant to Fla. Stat. 112.0801, the Town shall offer to a retiring member (defined as a regular full-time employee who terminates employment with the Town and who immediately begins participation in the Florida Retirement System either by receiving monthly retirement benefit payments or by receiving a full or partial distribution of funds from the FRS Investment Plan a onetime opportunity to participate in the Town's employee group health and life insurance program at the sole expense of the retiring member.

## Section 8

The Town agrees that, in the sole discretion of the Town, it shall use its best efforts in good faith to include in its group health plan out of state coverage if it can be secured without additional cost to the Town.

## **ARTICLE 22 UNIFORMS AND EQUIPMENT**

### **Section 1.**

All bargaining unit members not assigned to plain-clothes duties are required by the Town to wear uniforms and to wear shoes meeting the Town's standards and subject to Town approval.

### **Section 2.**

The Town will provide bargaining unit employees with uniforms and equipment at no cost to employees. Employees will be paid \$1,040 per year, in arrears, paid quarterly, through his/her pay check for a cleaning allowance, which at present is not subject to withholding tax per IRS regulations, except they shall not be paid during periods when employees are not working due to extended illness, disability or other reason.

### **Section 3.**

In the event that personal property of a bargaining unit member that is used with authorization of the Town is damaged, destroyed or lost as a result of performance of duty, the Town agrees to reimburse member for the replacement cost based upon presentation of a paid receipt for the replacement item. Items covered include personal property limited to the actual cash value not to exceed the following:

Wrist watches - limited to \$100

Prescription eyeglasses or sunglasses - limited to \$200

Cell phone - limited to \$500

Additional gun belt accessories - limited to \$100

The Town will provide an annual shoe allowance of \$125 to all members, regardless of loss or destruction of property.

**ARTICLE 22 A**  
**ASSIGNED VEHICLE PROGRAM**

Section 1.

The Town has implemented an Assigned Vehicle Program for eligible bargaining unit members as outlined in General Order # 113. The Town and bargaining unit members shall comply with this General Order.

**ARTICLE 23**  
**IN-VEHICLE MOBILE VIDEO, AUDIO SYSTEM, AND GPS**

Section 1.

The Town's in-vehicle mobile video and audio recording systems cannot and shall not be activated by any person(s) other than authorized departmental personnel.

The Town's utilization of video and audio recordings from in-vehicle mobile video systems or electronic positioning systems contained within Town laptops, in internal investigations which involved only non-criminal policy violations of PBA bargaining unit members, shall be governed as follows:

- A) Any and all such recordings shall be provided to the bargaining unit member who is the subject of an investigation prior to the investigative interview of the bargaining unit member.

Section 2.

In the event that an officer-involved shooting or critical incident is captured on the Town's in-car video camera, it shall be the Town's policy to permit the officer involved to review the video with his attorney.



**ARTICLE 24**  
**TUITION REIMBURSEMENT**

The Town shall provide Tuition Reimbursement of 100% of the approved tuition cost per course for bargaining unit members who receive a grade of C or better, using the requirements and procedures in the Town policy on educational reimbursement.

## **ARTICLE 25 WORKWEEK AND OVERTIME**

### **Section 1.**

Shift work is defined as seven 12-hour shifts in a fourteen day period, totaling 84 hours per pay period. The Town utilizes a 14-day work period under the 7(k) exemption for purposes of calculating overtime, but agrees that hours worked in excess of 84 hours shall be considered overtime.

The fourteen day cycle, beginning on Monday, shall consist of:

2 days on  
2 days *off*  
3 days on  
2 days *off*  
2 days on  
3 days *off*

### **Section 2.**

Day shifts are defined as 0600 hours until 1800 hours.

Night shifts are defined as 1800 hours until 0600 hours.

### **Section 3.**

Employees permanently assigned to the night shift shall receive 6% added to their regular hourly rate of pay. Employees assigned to day shift will receive their base pay for all hours worked on day shift, and will receive 6% times their base hourly rate of pay for all hours worked on night shift. Overtime will be calculated according to this Section.

### **Section 4.**

A.     Compensatory Time - General.     In lieu of overtime pay, a bargaining unit member, in his or her discretion, may choose to accrue compensatory time. Compensatory time will

be governed by the Town's Personnel Rules and Regulations, Article XV, Section 2, except that there shall be an annual maximum or cap of 144 regular compensatory hours, with the possibility of an expanded cap of 216 compensatory hours earned during any fiscal year, using two separate categories of premium time as set forth below. Any hours worked beyond these maximums shall not result in accrual of additional compensatory time or premium pay, but shall be paid at straight time or overtime rates, as required by law.

B. Regular Compensatory Time. Employees may earn regular compensatory time throughout the year, up to an annual maximum or cap of 144 regular compensatory hours earned during any fiscal year.

C. Compensation Under Civil Emergency Conditions.

In summary, in times of Civil Emergency Conditions, employee will be eligible to receive additional pay under the conditions below. First, they may receive additional Comp time, hour for hour, up to the cap(s) in this Agreement. Then, they may receive premium half time pay for the next 72 hours worked. Each separate declared Civil Emergency is a new event under this provision.

1. Premium Pay Under Civil Emergency Conditions. Employees are entitled to receive premium pay, in addition to their regular compensation, under two specified conditions during periods when a declaration of a Civil Emergency Condition has been made by the Town. If the Town Hall is closed based on a declaration that a Civil Emergency Condition exists, and some employees of the Town are not required to work, but are paid for time not worked, then the following terms in Article 25, Section 4. C. 2. and 3. shall apply. Up to the caps as noted below, employees may receive Civil Emergency Compensatory Time. Further, beyond the Civil Emergency Compensatory Time cap, as noted below, they may receive Civil Emergency

Premium Pay. Both the Civil Emergency Compensatory Time and Civil Emergency Premium Pay will be paid in addition to the employees' straight time or overtime pay for hours worked as required by law.

2. Civil Emergency Compensatory Time. Employees may earn Civil Emergency Compensatory Time as follows. Bargaining unit employees who work during the period of a Civil Emergency Condition (while others are paid but not working) shall receive Civil Emergency Compensatory Time, hour for hour based on hours worked, in addition to their regular pay for all hours worked (i.e., akin to double time). Employees may earn Civil Emergency compensatory time up to a maximum or cap of 72 Civil Emergency Compensatory Time hours during any one period of a declared Civil Emergency Condition. Compensatory time earned during a declared Civil Emergency(s) shall be added to an employee's compensatory bank. Should the number of hours in an employee's compensatory bank be at the annual maximum cap of 144 or should it reach the annual maximum cap of 144 with the addition of some or all of the compensatory hours earned during a declared Civil Emergency, the annual maximum cap of 144 shall be increased to 216 hours to accommodate additional compensatory time hours earned during a Civil Emergency(s) only, up to the maximum cap of 216 hours.

For clarity, the maximum caps on compensatory time are:

- Regular compensatory time – up to 144 per year.
- Civil Emergency Compensatory Time – up to 72 hours/each declared Civil Emergency Condition.
- Total possible accrual of comp time from both sources above – up to 216 per year.

3. Civil Emergency Premium Compensation. In each declared period of Civil

Emergency, if additional hours are worked after a bargaining unit member has accrued 200 total compensatory time in a year or has accrued 72 hours in a single incident of declared Civil Emergency Conditions as noted above (i.e., they are maxed out in one or both categories), such additional hours of work shall be paid at the Civil Emergency Premium Compensation rate of an additional one-half times the employee's regular straight time rate, for up to an additional 72 hours of work for each period of declared Civil Emergency Conditions. Therefore, it is possible that a portion of the hours worked during a Civil Emergency will be paid as Civil Emergency Compensatory Time, up to the applicable caps, and the balance of hours worked, up to a total of an additional 72 hours in that Civil Emergency incident, will be paid at the Civil Emergency Premium Compensation rate. Hours worked in such a period after the 72 hour Civil Emergency Premium Compensation cap has been reached will be paid at straight time or overtime as otherwise applicable under law. This Civil Emergency Premium Compensation contract hourly rate is paid based on the employee's straight time regular rate, and not on any overtime rate, even if the underlying hours worked by the employee to be entitled to this premium pay are paid at the rate of time and one-half overtime based on the Fair Labor Standards Act (i.e., no time and one-half on time and one-half).

D. Furloughs. During the period of a Civil Emergency Condition, if any employees are furloughed in the discretion of the Town, such employees may use accrued and unused vacation time to be paid during the furlough. Employees who are notified that they are furloughed shall have their group healthcare benefits maintained by the Town as if they were continuously employed for such periods as determined by the Town Manager in his discretion. If employees are partially furloughed (i.e., furloughed to work only half their regular schedule), they shall receive proportional employee benefits accruals (by percentage of regular time worked) during the periods of partial

furlough. The Town retains the management right, in its sole discretion, to lay off or terminate employees who are on furlough if the period of a Civil Emergency Condition extends for longer than expected. Furloughs shall be made in order of reverse seniority and recalls from furloughs will be made in order of seniority.

#### Section 5.

Overtime hours and overtime compensation shall be defined, calculated and implemented as prescribed by the Fair Labor Standards Act and the United States Department of Labor. The Town will treat unit employees under Section 7(k) of the Fair Labor Standards Act, and will compensate non-exempt unit employees at one-and-one half times the regular rate of pay for hours worked in excess of 84 in a 14 day work cycle.

#### Section 6.

Bargaining unit members required by the Town to attend schools and/or training, shall be compensated for attendance at said schools and/or training.

#### Section 7.

Utilization of overtime, assignment of overtime and selection of personnel to work overtime shall be for both scheduled and non-scheduled work, and shall be done at the discretion of the Chief of Police or his designee.

#### Section 8.

Any administrative leave shall be paid at the bargaining unit members' regularly scheduled shifts, i.e., if the bargaining unit member is normally on a 12 hour day or night shift, then administrative leave shall be paid in a like manner

**ARTICLE 26**  
**SHIFT EXCHANGES**

It shall be the right of the Town to transfer bargaining unit members. If a transfer is a permanent change in the bargaining unit member's assignment, shift, or days off, seven (7) working days' notice will be provided prior to the transfer, if practicable. This provision may be waived by mutual agreement of the Parties or if the transfer is declared by the Chief of Police, in his discretion, as an operational necessity.

## **ARTICLE 27 SALARY PLAN**

### **Step Pay Plan – Steps Contingent of Evaluation**

The Town's step pay plan will be administered as follows, with every eligible employee receiving an annual step increase contingent on that employee's individual performance review evaluation (hereinafter "eligible bargaining unit members"). The performance review plan of the Town has three categories: Does Not Meet Standards; Meets Standards; and Exceeds Standards. In order to be eligible to move up in the Step Plan, the member must have received a Meets Standards or Exceeds Standards rating on his/her Annual Performance Review. Should a bargaining unit member receive a Does Not Meet Standards rating, that employee will not be eligible for movement to the next step, and the employee shall remain in their current step until the next Annual Performance Review is conducted, at which time this same process to determine eligibility shall apply.

The Step Plan is attached as Exhibit A. In years 2 and 3 of this Agreement, as identified below, the compensation set forth in each step of the Step Plan shall be increased, as noted in the attached Exhibit A. Once an employee is in Step 8, or "topped out," then that employee shall receive the 3.5% cost of living adjustment, but no step increase.

#### **Year 1**

After ratification of this Agreement, compensation shall be determined pursuant to the Town's step pay plan, as set forth in Exhibit A to this Agreement.

#### **Year 2**

Effective the first full pay period after October 1, 2026, all eligible bargaining unit



members shall move up one step in the step plan, contingent on meeting performance standards.

### **Year 3**

Effective the first full pay period after October 1, 2027, all eligible bargaining unit members shall move up one step in the step plan, contingent on meeting performance standards.

Any pay increases after September 30, 2028, are subject to the parties agreeing to same and if no agreement is reached, the employees' salaries will remain frozen at their September 30, 2028 rate until an agreement is reached.

When a position in the bargaining unit is filled by hiring a candidate with prior law enforcement experience from another agency, the Police Chief, in consultation with the Town Manager, in their discretion may approve the initial starting salary to any Step of the Salary Plan. The placement into a Step that is higher than the starting pay will take into consideration the candidate's years of service, training, qualifications, and experience in law enforcement.

## ARTICLE 28 LONGEVITY

The Town Longevity Pay Program provides employees, who have reached a certain number of years of employment at the Town and who are employed on the date of payment, with a lump sum payment based on a percentage of the employee's base salary. Longevity pay shall be paid in accordance with applicable laws. Longevity pay is provided as follows:

Employees who reach their

<u>Milestones</u>	<u>will receive in a lump sum check:</u>
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5th year of employment-	2% of base annual salary
10 <sup>th</sup> year of employment-	2% of base annual salary
15 <sup>th</sup> year of employment -	3% of base annual salary
20 <sup>th</sup> year of employment-	4% of base annual salary
25th year of employment and each 5th year thereafter-	5% of base annual salary

## **ARTICLE 29 PROMOTIONS**

Promotions to Sergeant will be based on written and oral examinations. Based on those scored examinations an eligibility list shall be created which shall be valid for two years. It is the policy of the Town to first consider its own employees for promotional opportunities in employment prior to considering outside applicants. Nothing in this agreement shall prohibit the Town from hiring an outside applicant for any position, if, in the sole discretion of the Town Manager, such person is the best applicant based upon qualifications, credentials, skills, and experience for the position. Management may, in its sole discretion, consider criteria such as length of service within the department, years in law enforcement, past commendations and/or reprimands, past successful supervisory experience in the department or elsewhere, and vision for the future of the department when making promotional decisions. Decisions regarding promotion are not subject to review, appeal, or grievance.

**ARTICLE 30**  
**WORKERS' COMPENSATION AND DUTY DISABILITY**

Section 1.

A bargaining unit member covered by Florida Statute, Chapter 440, Workers' Compensation and in accordance with provisions set forth hereunder, shall be entitled to benefits in accordance with that Florida Statute.

Bargaining unit members who sustain a serious injury on-duty while in fresh pursuit (as defined in §112.19(1)(d), Florida Statutes, as amended from time to time) or in the apprehension of a violent person are authorized to be absent from work due to injury or illness until he or she is released to work or two (2) years, whichever comes first.

Section 2.

The Town shall provide bargaining unit members with insurance for accidental death, and unlawful or intentional death accordance with the limits set forth in §112.19, Florida Statutes, as amended from time to time. Bargaining unit members shall ensure the beneficiary designation on such policies is up to date at all times. The details of coverages, conditions and exclusions, and process for updating beneficiaries are set forth in the respective policies.

**ARTICLE 31**  
**FUNERAL EXPENSES AND BEREAVEMENT LEAVE**

Section 1.

The Town will provide, to the beneficiary of a bargaining unit member, \$50,000 or the amount provided to other Town employees (whichever is greater) in the form of life insurance provided to employees.

Section 2.

A member may be granted up to five (5) days bereavement leave for the death of any immediate family member. "Immediate family member" is defined as father, mother, son, daughter, husband, wife, domestic partner, brother, sister, foster child, grandfather, grandfather-in-law, grandmother, grandmother-in-law, great-grandparents grandchildren, father-in-law, mother-in-law, son-in-law, daughter in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter stepbrother, stepsister, half-brother or half-sister. If not listed, a request for special circumstances can be made to the Town Manager for approval. Upon request by the Town, the employee shall furnish proof of death in order to receive pay for bereavement leave.

Section 3.

A day is considered the equivalent of one shift for the purposes of this Article.

**ARTICLE 32**  
**DONATION LEAVE POLICY**

Bargaining unit members are entitled to benefits in the Medical Emergency Leave Donation Policy of the Town, in the Rules and Regulations at Article XXX.

**ARTICLE 33**  
**OFF DUTY DETAILS**

Section 1.

The Chief of Police generally shall utilize the existing detail wheel to determine which officer will be given the off-duty detail.

Section 2.

If minimum manpower is met, an officer may use compensatory time to undertake an off-duty detail with prior approval of the Chief of Police or his designee.

## **ARTICLE 34 EDUCATIONAL INCENTIVES**

The Town will pay an educational incentive to full time employees who are employed by the Town, as follows:

If a covered employee has, or achieves during employment, an Associate's Degree, that employee will receive an additional \$2,000 in annual compensation during the term of this Agreement, which shall be paid bi-weekly in equal payments in each pay period throughout the year.

If a covered employee has, or achieves during employment, a Bachelor's Degree, that employee will receive an additional \$4,000 in annual compensation during the term of this Agreement, which shall be paid bi-weekly in equal payments in each pay period throughout the year.

The Town will pay for only the highest degree obtained. Incentive pay may not be stacked for multiple degrees. Employees must present to the Town, through the Chief of Police or designee, a copy of their degree, along with a transcript of classes taken. The educational incentive will only be paid if the degree has been earned at an institution recognized by the Council for Higher Education Accreditation, and if it relates to the position held by the employee.



**ARTICLE 35**  
**PHYSICAL FITNESS**

The Town will pay, as incentive compensation, to each unit employee who chooses to participate the full cost of an annual one-person membership to a gym or health club during the fiscal year. Payment will be made within ten days after the end of each fiscal year to each unit employee who opted to participate, and proves that he or she exercised weekly 52 times per year with a maximum payment per such employee to be \$250.00 per year. The Town will provide a log which must be completed contemporaneously to prove compliance with the latter requirements.

**ARTICLE 36**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

- 1) Members of the bargaining unit will follow all lawful and reasonable written and verbal orders given by superiors, even if such orders are alleged to be in conflict with this Agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein. The following rule applies to all employees: Obey first, grieve later.
- 2) A grievance is defined exclusively as a dispute involving the interpretation or application of this Agreement. No grievance will or need be entertained or processed unless prepared in writing in the manner described herein, and unless filed in the manner provided herein within the time limit prescribed herein. The Union is under no obligation to process a grievance for an employee who is not a member of the Union; therefore nonmembers of the Union who are covered by this Agreement shall be responsible for filing their own grievances. The Town need not entertain or process under this Article any dispute, or other matter not meeting this definition.
- 3) Grievances pertaining to more than one bargaining unit member may be filed by the Union on behalf of all affected members.

Step 1: The Union shall present the grievance, in writing and dated, to the Police Chief, within 10 calendar days after knowledge of the act or omission that gave rise to the grievance. The Police Chief or his or her designee shall, within 10 calendar days of receipt of the written grievance, conduct a meeting with the Union. The Police Chief shall notify the Union in writing of the decision not later than 10 calendar days following the meeting date.

Step 2: If the grievance is not fully resolved at Step 1, the Union, within 10 calendar days of receipt of the answer provided in Step 1, may forward a copy of the original written

grievance to the Town Manager with a separate cover letter stating that the grievance is being advanced to Step 2. The Town Manager may, but need not, hold a meeting with the Union regarding the grievance. The Town Manager shall notify the grievant and the Union of the Town Manager's decision within 10 calendar days following receipt by the Town Manager of the grievance. The decision of the Town Manager shall be determinative of the grievance (and such decision is final and binding under the terms of this Agreement, unless modified by a decision on an arbitrable grievance made in compliance with the following arbitration procedure).

Discipline or correction involving oral or written reprimands or suspensions without pay less than 2 working days may be processed through Steps 1 and 2 of this Grievance Procedure and are not arbitrable. The decision of the Town Manager on such grievances shall be final and binding on the parties. The grievant may write any rebuttal he or she wishes to the corrective action, which shall be included in the employee's personnel file along with the record of the discipline.

4) If the grievance is arbitrable, and is not resolved by the foregoing grievance procedure, the Union, within ten (10) calendar days after the Town Manager's decision in Step 2, may provide the Town Manager a written notice of its desire to submit the matter to arbitration; said written notice to include a written statement of the position of the Union with respect to the unresolved grievance.

5) Within ten (10) calendar days from receipt of the written notice immediately above, the Parties shall confer to select an arbitrator. In the event the Parties fail to agree on an arbitrator, both parties shall, within ten (10) calendar days, jointly request a list of seven (7) qualified arbitrators from the Federal Mediation and Conciliation Service. The Union and then the Town will

alternately strike one name at a time from the list as not acceptable until only one remains and this person will be the arbitrator. The Town and the Union will alternate in the right to first strike arbitrators; the initial first strike being determined by a cointoss.

6) As promptly as possible after the arbitrator has been selected, he or she shall conduct a hearing between the Parties and consider the grievance. The decision of the arbitrator will be served upon the Town and the Union in writing. It shall be the obligation of the arbitrator to rule within thirty (30) calendar days after the close of the hearing. The failure of the arbitrator to issue a timely ruling shall not divest the arbitrator of jurisdiction to issue an award. The expense of the arbitration, including, but not limited to, the fee and expenses of the arbitrator and the cost of a court reporter and transcript (if used instead of the digital recording below, or in subsequent arbitrations, if needed as a result of a failure of that system) shall be split equally between the Parties. In the discretion of the Union, the parties may use the Easy Digital Meeting Recorder or a similar digital conference recorder operated by personnel provided by the Union to record sessions as an acceptable method of recording the proceedings at no cost to the Town, so long as a certified court reporter may provide the arbitrator and parties with a certified transcript of the proceedings based on that digital recording at the request of either party or the arbitrator within 30 days of the conclusion of the hearing. Each Party shall be exclusively responsible for compensating its own representatives and witnesses.

7) The arbitrator has the power and authority to determine whether an issue brought forth by one of the parties is arbitrable. The power and authority of the arbitrator shall be strictly limited to an interpretation of the express terms of this Agreement. He or she shall not have the authority to add to or subtract from or modify any of said terms, or to limit or impair any right that is reserved by

this Agreement to the Town or the Union or the employees, or to establish or change any wages or rate of pay in this Agreement. The decision of the arbitrator shall be limited to determining whether a grievance is arbitrable, upholding the grievance, or denying the grievance, and the arbitrator shall not have the authority or right to modify the discipline or craft any remedy other than restoring the employee to the position he or she was in prior to the disciplinary action being imposed, with restoration of any lost wages and, if applicable, restoration of any benefits.

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

9) The parties intend that a "make whole" remedy be awarded, if applicable. All claims for back wages shall be limited to the amount of wages including lost overtime, that the employee otherwise would have earned from the Town. In settlement or other resolution of any grievance resulting in retroactive adjustment including back wages, such adjustment shall be limited to a maximum of 7 calendar days prior to the date of the filing of the grievance at Step 1.

10) The decision of the arbitrator shall be final and binding on both Parties, and the grievance shall be considered permanently resolved, subject to any post-award judicial relief available to either Party under Florida law.

11) It is agreed, with respect to this grievance and arbitration procedure, that:

a) Any grievance, in order to be processed, must be submitted in writing at Step 1 as noted above and contain all of the following: a statement of the grievance and facts upon which it is based; each specific Article and subsection of this Agreement claimed to have been violated, and the remedy or correction requested. Grievances will be resolved at all later stages based on this statement of the grievance.

b) A grievance which is for any reason not advanced to Step 2 or to arbitration within the time limits prescribed herein for such advancement shall be barred. Failure on the part of the Town to respond within the time limit set forth at any step shall be deemed a denial, and require the Union to proceed to the next step.

c) A time limit at any stage of the grievance procedure may be extended by written and countersigned mutual Agreement of the Union and the Town Manager, including by reciprocal emails agreeing to an extension. No extension of time shall be inferred by any conduct or verbal exchange between the Parties.

d) Any grievances filed on behalf of or for the benefit of any employee or employees must specifically name all such employees, and may not be amended after submission to Step 1 to add names. No monetary or other relief shall be granted or awarded to any employee not so named. The only exception to this is that if the Union claims that a grievance affects the entire unit it may describe the unit generally.

e) Grievances and appeals of denials of a grievance may be delivered to a designated Town official by hand delivery, email or facsimile delivery during the hours of 9:00 am until 5:00 p.m., Monday through Friday. Where the last day for such presentation falls on a Saturday, a Sunday or a holiday expressly recognized as such under this Agreement, presentation shall be considered timely if made on the next business day following such Saturday, Sunday or holiday.

**ARTICLE 37**  
**NO STRIKE OR WORK STOPPAGE**

The PBA, its officers, agents, representatives, and its bargaining unit members and employees agree that they will not strike, as defined by the Public Employees Relations Act, and agree not to participate in a strike against the Town by instigating or supporting a strike, nor shall the bargaining unit member participate in a work stoppage, slow-down, sick out or any other activities prohibited by law. Notwithstanding the above, there shall be no picketing whatsoever in uniform or on duty by the bargaining unit members covered by this Agreement. The Parties agree that any bargaining unit member who has been proven to have participated in or promoted any of the aforesaid activities may be discharged or otherwise disciplined by the Town.

## **ARTICLE 38 RETIREMENT**

### **Section 1.**

The parties agree that the retirement plans in place for all Town employees shall be applicable to the bargaining unit members as well.

### **Section 2.**

Upon retirement with at least eight (8) years of service to the Town, bargaining members shall receive a retirement badge, retirement photo ID, and their duty firearm.



**ARTICLE 39**  
**POLICE OFFICER'S AND CORRECTIONAL**  
**OFFICER'S BILL OF RIGHTS/RECORDS RETENTION**

Sworn law enforcement personnel shall be afforded all rights under Section 112.532 to 112.534, Florida Statutes, Law Enforcement Officers' and Correctional Officers' Rights. Any concerns of the Union or the bargaining unit member related to this Article are not subject to the grievance and arbitration procedure of this Agreement as the primary subject of a grievance. Procedural issues regarding rights afforded under Section 112.532 to 112.534, Florida Statutes may be raised by any party to that grievance as evidentiary matters in the context of an otherwise arbitrable disciplinary action.

**ARTICLE 40**  
**DURATION OF AGREEMENT**

The collective bargaining agreement originally expiring on October 1, 2026 is superseded and replaced by this Agreement in its entirety. Except as otherwise provided herein, this Agreement shall become effective on October 1, 2025 after ratification by both parties, and shall continue in force and effect until its expiration date September 30, 2028, or otherwise until a successor Agreement is ratified by the Parties.

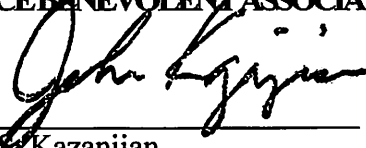
IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives of the dates below.

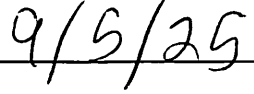
**FOR THE TOWN**

\_\_\_\_\_  
Marshall Labadie  
Town Manager

\_\_\_\_\_  
Date

**FOR THE PALMBEACH COUNTY  
POLICE BENEVOLENT ASSOCIATION**

  
\_\_\_\_\_  
John S. Kazanjian  
President

  
\_\_\_\_\_  
Date

**RATIFICATION**

This agreement was ratified by the members and by the Town on the dates below.

**FOR THE TOWN**

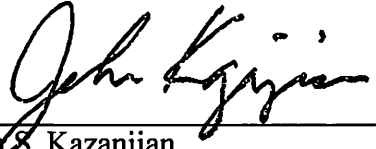
\_\_\_\_\_  
Natasha Moore  
Mayor

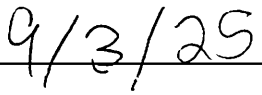
\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Town Clerk

**FOR THE PBA**

  
\_\_\_\_\_  
John S. Kazanjian  
President

  
\_\_\_\_\_  
Date

# EXHIBIT A

<b>FY 2025-2026</b>			<b>COLA</b>	<b>5.50%</b>							
<b>Position</b>	<b>Start</b>	<b>Top</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	
Officer	\$80,000	\$107,657	\$80,000	\$82,670	\$86,390	\$90,277	\$94,340	\$98,586	\$103,022	\$107,657	
<b>Position</b>	<b>Start</b>	<b>Top</b>					<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	
Sergeant	\$109,341	\$124,777					\$109,341	\$114,262	\$119,404	\$124,777	
<b>FY 2026-2027</b>			<b>COLA</b>	<b>3.50%</b>							
<b>Position</b>	<b>Start</b>	<b>Top</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	
Officer	\$81,879	\$111,425	\$81,879	\$85,563	\$89,413	\$93,437	\$97,642	\$102,036	\$106,628	\$111,425	
<b>Position</b>	<b>Start</b>	<b>Top</b>					<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	
Sergeant	\$113,168	\$129,144					\$113,168	\$118,261	\$123,583	\$129,144	
<b>FY 2027-2028</b>			<b>COLA</b>	<b>3.50%</b>							
<b>Position</b>	<b>Start</b>	<b>Top</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	
Officer	\$84,745	\$115,325	\$84,745	\$88,558	\$92,543	\$96,707	\$101,060	\$105,607	\$110,360	\$115,325	
<b>Position</b>	<b>Start</b>	<b>Top</b>					<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	
Sergeant	\$117,129	\$133,664					\$117,129	\$122,400	\$127,908	\$133,664	

**File Attachments for Item:**

D. Approve and authroize the Mayor to execute an Interlocal Agreement between the Town of Manalapan and Highland Beach to provide code enforcement services to Manalapan on an as needed basis.



# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

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**MEETING TYPE:** Town Commission Meeting

**MEETING DATE** September 18, 2025

**SUBMITTED BY:** Town Manager's Office

**SUBJECT:** Interlocal Agreement with the Town of Manalapan for the Town of Highland Beach to provide part-time Code Enforcement Services.

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## SUMMARY:

The Town of Highland Beach has been approached by the Town of Manalapan to provide part-time code enforcement services through an interlocal agreement. The proposed agreement formalizes this arrangement and outlines the terms and responsibilities of each party.

### Overview of Agreement

- **Scope of Services:** The Town of Highland Beach will provide code enforcement support to Manalapan for approximately eight (8) hours per week. Services include issuing notices, preparing cases, prosecuting violations, and providing monthly reports. The Town of Manalapan will provide legal support if, and as, required.
  - **Capacity:** The Code Enforcement Officer has the capacity within his current schedule to assume these responsibilities without impacting his duties in the Town of Highland Beach.
  - **Compensation:** The Town of Manalapan will reimburse the Town of Highland Beach at a rate of \$60 per hour, inclusive of wages, benefits, vehicle use, and related costs. This rate remains fixed until October 1, 2026, after which it may be renegotiated annually.
  - **Termination Clause:** Either party may terminate the agreement with thirty (30) days' written notice.
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## FISCAL IMPACT:

Cost Recovery

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**ATTACHMENTS:**

Interlocal Agreement for Code Enforcement Services By and Between the Town of Highland Beach and the Town of Manalapan.

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**RECOMMENDATION:**

Staff recommends approval of the Interlocal Agreement with the Town of Manalapan to provide part-time code enforcement services under the terms described above. This agreement represents a cost-neutral opportunity for Highland Beach while supporting a neighboring municipality.

**INTERLOCAL AGREEMENT FOR CODE ENFORCEMENT SERVICES**  
**BY AND BETWEEN**  
**THE TOWN OF HIGHLAND BEACH AND THE TOWN OF MANALAPAN**

**THIS INTERLOCAL AGREEMENT** is entered into and effective this \_\_\_\_ day of September, 2025 (the “Effective Date”) by and between the Town of Highland Beach, a municipal corporation organized and constituted in accordance with the laws of the State of Florida, (hereinafter referred to as “Highland Beach”), and the Town of Manalapan, a municipal corporation organized and constituted in accordance with the laws of the State of Florida, (hereinafter referred to as “Manalapan”).

**WITNESSETH:**

**WHEREAS**, Section 163.01, *Florida Statutes*, allows governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

**WHEREAS**, Chapter 162, Part I, *Florida Statutes*, the “Local Government Code Enforcement Act,” sets forth a supplemental procedure for local governments to enforce their codes and ordinances; and

**WHEREAS**, Highland Beach employs full-time code enforcement staff experienced with handling all facets of code enforcement, including creating and prosecuting cases and performing administrative support services in accordance with the provisions of Chapter 162, *Florida Statutes*; and

**WHEREAS**, Manalapan typically has a limited number of code enforcement cases both on a monthly and an annual basis, and does not employ regular code enforcement staff, but is in need of such services from time to time; and

**WHEREAS**, Highland Beach and Manalapan desire to enter into this Interlocal Agreement to facilitate Highland Beach providing code enforcement services to Manalapan on an as-needed basis in exchange for compensation as more particularly described herein.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises contained herein to be kept and performed by the parties hereto, it is agreed as follows:



1. RECITALS: The above recitals are true and correct and incorporated herein by reference.
2. SERVICES TO BE PROVIDED: Highland Beach shall provide Manalapan with code enforcement services, which shall, in the normal course, include the services of a Code Enforcement Officer for two (2) half-days per week. Code Enforcement Officer availability can be increased or reduced on an as-needed basis from time to time with the verbal concurrence of the Highland Beach Manager and the Manalapan Manager. The Highland Beach Code Enforcement Officer shall be responsible for the preparation of Notice(s) of Violation, Notice(s) of Hearing, service of process and all clerical or other requirements necessary to prosecute code enforcement matters for Manalapan in accordance with Chapter 162, *Florida Statutes*. Manalapan shall provide any legal assistance required by the Code Enforcement Officer relating to the preparation, prosecution, or appeal of the code enforcement cases. Highland Beach shall provide a monthly report to Manalapan setting forth the status of all code enforcement matters addressed by Highland Beach during the preceding month. Such report shall provide information regarding new cases opened with Courtesy Notices (if any) issued, and / or Notice(s) of Violation issued, compliance status of all pending cases, and cases scheduled for hearing / Notices of Hearing issued. All hearings for Manalapan shall be scheduled on the date and time of Manalapan's regular code enforcement hearings; provided that Highland Beach shall not schedule any matters for hearing without providing prior notice to the Manalapan Town Manager.
3. TERM: This Interlocal Agreement shall commence on the Effective Date and shall have an initial term that expires on September 30, 2026. This Interlocal Agreement shall automatically renew for subsequent one (1) year terms beginning October 1, 2026, and continuing annually until terminated pursuant to paragraph 10 below.
4. COMPENSATION: Manalapan shall compensate Highland Beach at the rate of Sixty Dollars (\$60.00) per hour, inclusive of all costs for Code Enforcement Officer wages and benefits, as well as vehicle wear and tear, fuel, insurance, and all other cost associated with Highland Beach providing the services specified in paragraph 2 above. Highland Beach shall be responsible for payment of all payroll taxes and employee benefits, including workers' compensation and liability insurance, for the Code Enforcement Officer assigned to perform services pursuant to this Agreement. The Sixty Dollars (\$60.00) per hour rate shall remain in effect until at least October 1, 2026. Thereafter, if this Interlocal Agreement remains in effect, Highland Beach and Manalapan may re-negotiate the rate of compensation.

5. INDEMNIFICATION: Subject to the limitations of Section 768.28, *Florida Statutes*, Manalapan shall hold harmless and indemnify Highland Beach against any and all claims for damages of every kind and nature including but not limited to claims for damages of every kind and nature including but limited to claims for property damage, personal injury or death, arising out the code enforcement services provided pursuant to this Agreement. Nothing contained herein shall be construed or interpreted as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, *Florida Statutes*, by either Highland Beach or Manalapan.
6. NO TRANSFER: This Interlocal Agreement shall not be assigned or transferred by either Highland Beach or Manalapan.
7. GOVERNMENTAL POWERS: Nothing contained in this Interlocal Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Interlocal Agreement is solely an interlocal agreement to provide services as authorized by Chapter 163, *Florida Statutes*. Both Highland Beach and Manalapan governing bodies shall each retain all legislative authority with regard to their respective governing body. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and pensions and relief, disability, workers compensation and other benefits which apply to the activity of officers, agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extraterritorially under the provisions of any such interlocal agreement.
8. GOVERNING LAW: This Interlocal Agreement and any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance, or breach, shall be governed and interpreted according to laws of the State of Florida. Any and all action necessary to enforce this Interlocal Agreement will be held in Palm Beach County, Florida.
9. DEFAULT; REMEDIES: Should either party to this Interlocal Agreement fail to comply with any of the terms and conditions set forth herein, such failure shall constitute a default. An opportunity to cure such a default within thirty (30) days (unless both parties agree that a longer period of time is necessary under the circumstances) shall be allowed by the non-defaulting party. Failure to cure within said period of time by the defaulting party shall constitute a material breach

and the non-defaulting party may terminate this Interlocal Agreement immediately with written notice to the other party.

10. TERMINATION: Either party may terminate this Interlocal Agreement for convenience by providing no less than thirty (30) days written notice to the other party of intent to terminate.

11. JOINT PREPARATION: The preparation of this Interlocal Agreement has been a joint effort of Highland Beach and Manalapan, and the resulting document shall not be construed more severely against one (1) of the parties as compared to the other.

12. SEVERABILITY: Should any provision of this Interlocal Agreement be declared invalid by a court of competent jurisdiction, such provision(s) shall be deemed stricken here from and all other terms and conditions of this Interlocal Agreement shall continue in full force and effect as if such invalid provision had never been made a part hereof.

13. NO WAIVER DUE TO DELAY: No delay by either party in enforcing any covenant or right hereunder shall be deemed a waiver of such covenant or right, and no waiver of any particular provision hereof shall be deemed a waiver of any other provision or a continuing waiver of such particular provision, and except as so expressly waived, all provisions hereof shall continue in full force and effect.

14. PUBLIC RECORDS: Both Highland Beach and Manalapan shall comply with all requirements of Chapter 119, *Florida Statutes*, with regard to this Interlocal Agreement and any supporting or ancillary public records related thereto.

15. ENTIRE UNDERSTANDING: This Interlocal Agreement constitutes the entire understanding of the parties and may not be modified, nor any of its provisions waived, unless such modification and/ or waiver is in writing and is agreed to and signed by both parties with the same formality as the original Interlocal Agreement.

16. FILING WITH CLERK OF COURT: This Interlocal Agreement shall be signed in triplicate by both parties and filed for record by the Town, with the Clerk of the Circuit Court of Palm Beach County, Florida pursuant to Section 163.01, *Florida Statutes*.

**[Remainder of page intentionally blank – signatures on next page]**

**IN WITNESS WHEREOF**, Highland Beach and Manalapan have hereto set their hands and seals this \_\_\_\_ day of September, 2025

ATTEST:

**TOWN OF HIGHLAND BEACH**

\_\_\_\_\_  
LANELDA GASKINS  
TOWN CLERK

\_\_\_\_\_  
NATASHA MOORE, MAYOR

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
LEONARD G. RUBIN  
TOWN ATTORNEY

ATTEST:

**TOWN OF MANALAPAN**

\_\_\_\_\_  
ERIKA PETERSEN  
TOWN CLERK

\_\_\_\_\_  
JOHN DEESE, MAYOR

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
KEITH W. DAVIS  
TOWN ATTORNEY

