



TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING AGENDA

Tuesday, September 03, 2024 AT 1:30 PM

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

Town Commission

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

Mayor
Vice Mayor
Commissioner
Commissioner
Commissioner

Marshall Labadie
Lanelda Gaskins
Leonard G. Rubin

Town Manager
Town Clerk
Town Attorney

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

[A.](#) Resolution No. 2024-021

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

B. Fiscal Year 2024-2025 Budget Presentation Recap

6. **PUBLIC COMMENTS**

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

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

A. None.

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

A. Approval of Meeting Minutes

August 06, 2024 Town Commission Meeting Minutes

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

A. Building Department Recertification Program Update

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

C. Sanitary Sewer Lining Rehabilitation Project Update

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

A. Approve and authorize the Town Manager to sign a service agreement with Pantropic Power in an amount of \$133,278.33 for emergency repair and maintenance to the town's generator to ensure the generator's long-term operation and reliability.

B. Resolution No. 2024-022

A Resolution of the Town Commission of the Town of Highland Beach, Florida, terminating the Town's 401(A) Defined Contribution Plan.

C. Resolution 2024-023

A Resolution of the Town Commission of the Town of Highland Beach, Florida providing for Annual Training for members of town boards; and providing for an effective date.

11. TOWN COMMISSION COMMENTS

Commissioner Judith M. Goldberg

Commissioner Donald Peters

Commissioner Evalyn David

Vice Mayor David Stern

Mayor Natasha Moore

12. TOWN ATTORNEY'S REPORT

13. TOWN MANAGER'S REPORT

14. ANNOUNCEMENTS

Board Vacancies

Board of Adjustment and Appeals Board One (1) vacancy for a three-year term

Natural Resources Preservation Advisory Board One (1) vacancy for a three-year term

Meetings and Events

September 03, 2024 5:01 P.M. Town Commission First Public Hearing Budget Meeting

September 04, 2024 11:00 A.M. Natural Resources Preservation Advisory Board Regular Meeting

September 10, 2024 1:00 P.M. Code Enforcement Board Regular Meeting

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

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

September 18, 2024 5:01 P.M. Town Commission Second Public Hearing Budget Meeting

Board Action Report

None.

15. ADJOURNMENT

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

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

File Attachments for Item:

A. Resolution No. 2024-021

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



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Commission Meeting
MEETING DATE September 03, 2024
SUBMITTED BY: Jaclyn DeHart, Deputy Town Clerk
THROUGH Lanelda Gaskins, Town Clerk
SUBJECT: Resolution No. 2024-021

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

SUMMARY:

Consideration of Resolution No. 2024-021 ratifying the selection, appointments, and term of office of a member of the Natural Resources Preservation Advisory Board (NRPAB); and providing for an effective date.

On April 30, 2024 one (1) Board Members term ended which created one (1) vacancy for an three year term ending April 30, 2027.

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

David Newman (Townhouses of Highland Beach)

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

FISCAL IMPACT:

N/A

ATTACHMENTS:

David Newman application and vetting form.
Resolution No. 2024-021

RECOMMENDATION:

With the Commission's consideration, Staff recommends the adoption of Resolution No. 2024-021 for one applicant to serve a term as outlined in the resolution.



RESOLUTION NO. 2024-021

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

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

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

WHEREAS, on April 30, 2024, one (1) member’s term ended, thereby opening one (1) vacancy on the Board; and

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

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

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

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

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

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

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

Board Member David Newman – term expires April 30, 2027

Section 3. This Resolution shall become effective upon adoption. **DONE AND ADOPTED** by the Town Commission of the Town of Highland Beach, Florida, this **3rd** day of **September** 2024.

ATTEST:

Natasha Moore, Mayor

REVIEWED FOR LEGAL SUFFICIENCY

Lanelda Gaskins, MMC
Town Clerk

Leonard G. Rubin, Town Attorney
Town of Highland Beach

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

YES NO



MEMORANDUM

TO: Lanelda Gaskins, MMC, Town Clerk

FROM: Barbara Nestle

DATE: Aug 16 2024

SUBJECT: Initial Vetting of Applicant: David Newman

=====

On Aug 16, 2024 (date), I met with David Newman (applicant's name) to discuss his/her community involvement, education, professional experiences and the positive impact he/she could bring to this Board for the betterment of the Highland Beach community.

Detail Explanation:

David is a retired lawyer who spent his life mostly with pro bono legal work, mainly for the poor and disadvantaged. He was a commercial lawyer in Miami for many years, involved in student loan collections. He has vast experience in government matters via his former legal activities.

He is a passionate environmentalist and he convinced me that he would be a great addition to our advisory board. He is in particular interested in dunes, issues with beach raking, leaf blower nuisance and environmental impact, and he is a committed beach clean up helper on his north side of our 3 miles of paradise.

I encouraged him to read our former meeting minutes and attachments to get up to speed on the various topics we discussed and how the nature preservation advisory team was involved.

I recommend the commission interviews him and I strongly support he joins the nature preservation advisory board.

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

For the Appointment of this Applicant

Against the Appointment of this Applicant



 Signature of Board Chairperson



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

BOARDS AND COMMITTEES APPLICATION

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

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

NAME: DAVID E. Newman PHONE: 786-348-1187

HOME ADDRESS: 2565 S Ocean Blvd APT. NO. 209

SUBDIVISION: Townhouse of Highland Beach EMAIL ADDRESS: DavidNewman467@gmail.com

PLEASE SELECT THE BOARD(S) / COMMITTEE(S) ON WHICH YOU ARE INTERESTED IN SERVING IN NUMERICAL ORDER FROM 1 THROUGH 7, WITH 1 BEING YOUR FIRST CHOICE AND 7 THE LEAST CHOICE. (A description of the responsibilities of each Board is on the back of this application.)

- Board of Adjustment & Appeals
- Code Enforcement Board
- Financial Advisory Board
- Natural Resources Preservation Board
- Planning Board
- Town Commission *****(If vacancy)**
- Other Board /Committee

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

- Are you a resident of Highland Beach? Yes No
- Are you a registered voter in Highland Beach/Palm Beach County, FL? Yes No
- Are you currently serving on a Town Board? Yes No
- Have you ever served on a Town Board/Committee? Yes No

If Yes, please indicate the Board(s)/Committee(s) and dates of service:

Are you willing to attend monthly board meetings? In (Person / Teleconference) Yes No

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

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

Retired attorney

Please summarize your volunteer experience(s):

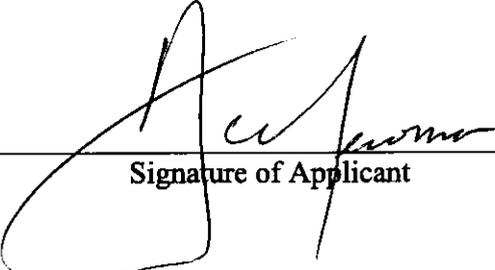
I coach the kids at the Swim and Tennis Club in Delray Beach.
I clean the beach 2-3 times/week.

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

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

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

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


Signature of Applicant

July 26, 2024
Date

Resume Attached

File Attachments for Item:

A. Approval of Meeting Minutes

August 06, 2024 Town Commission Meeting Minutes

DRAFT



TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING MINUTES

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

Date: August 06, 2024
Time: 1:30 PM

1. CALL TO ORDER

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

2. ROLL CALL

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

3. PLEDGE OF ALLEGIANCE

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

4. APPROVAL OF THE AGENDA

MOTION: David/Stern - Moved to approve the agenda as presented, which passed unanimously 5 to 0.

5. PRESENTATIONS / PROCLAMATIONS

None

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

There were no public comments.

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

A. Ordinance No. 2024-002 (Second Reading/Public Hearing)

An Ordinance of the Town Commission of the Town of Highland Beach, Florida, amending Article VI, "Floodplain Management," of Chapter 20, "Planning and Development," of the Town code of ordinances to update the date of the Flood Insurance Study and Flood Insurance Maps, adopt a requirement for the accumulation of the cost of improvements over a five-year period, and provide for general updates for the Town's continued participation in the National Flood Insurance Program; providing for a fiscal impact statement; providing for applicability; providing for severability; providing for conflict; providing for codification; and providing for an effective date (First Reading was July 23, 2024).

Mayor Moore read the title of Ordinance No. 2024-002 (Second Reading/Public Hearing). There were no changes to the ordinance.

Mayor Moore opened the public hearing. Hearing no public comments, Mayor Moore closed the public hearing.

MOTION: David/Goldberg - Moved to accept Ordinance No. 2024-002 on second reading. Upon Roll Call: Commissioner David (Yes); Commissioner Goldberg (Yes); Commissioner Peters (Yes); Vice Mayor Stern (Yes); and Mayor Moore (Yes). The motion carried on a 5 to 0 vote.

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

A. Approval of Meeting Minutes

July 23, 2024 Town Commission Meeting Minutes

MOTION: David/Goldberg - Moved to accept the Consent Agenda, which passed unanimously 5 to 0.

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

A. Sanitary Sewer Lining Rehabilitation Project Update

Town Manager Labadie explained that Public Works directors will contact a contractor to provide options through the Omni Group, (a national/federal procurement agency), offering prices from multiple contractors preselected by the federal government and state. Additionally, town staff will reach out to a vendor

with prior experience working with the City Plantation to see if they can offer the same pricing to the town. Staff will then meet with engineers to finalize the next steps and present a strategy to the Town Commission for completing the project. Town Manager Labadie also detailed the procurement process, including piggybacking and cooperative purchasing services according to the Town's procurement policy. There were discussions about lining the existing laterals along State Road A1A.

There were no public comments.

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

Town Manager Labadie reported that there was no new update on the RRR Project other than its slow progress. He highlighted an issue with broken gas lines and mentioned that the Department had acquired specialized equipment to address these gas line problems.

Discussions were held regarding the along State Road A1A. Town Manager Labadie will reach out to the Florida Department of Transportation to inquire about their work methodology. Additionally, Public Works Director Pat Roman explained the FDOT contractors are strategically working several hundred feet on the east side and will then shift back to the west side.

There were no public comments.

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

A. Resolution No. 2024-018

A Resolution of the Town Commission of the Town of Highland Beach, Florida, adopting a Merit Increase Policy for non-union employees and amending the Town of Highland Beach salary table; and providing for an effective date.

Mayor Moore read the title of Resolution No. 2024-018.

Town Manager Labadie presented the merit increase policy for non-union employees. Discussions ensued between the Town Commission and staff about various aspects, including salaries, the salary table, cortile salary trends, and position grading. The Town Commission requested that the Town Manager provide additional documentation on cortile salary trends, the salary table, and a summary of salaries from other municipalities.

MOTION: David/Goldberg - Moved to accept Resolution No. 2024-018. Upon Roll Call: Commissioner David (Yes); Commissioner Goldberg (Yes); Commissioner Peters (Yes); Vice Mayor Stern (Yes); and Mayor Moore (Yes). The motion carried on a 5 to 0 vote.

B. Resolution No. 2024-019

A Resolution of the Town Commission of the Town of Highland Beach, Florida, designating procedures for code enforcement actions initiated by the Town; providing for assignment of the code enforcement cases between the Code Enforcement Board and the Special Magistrate; designating the role of the Town Attorney; providing for the appointment and training of the Code Enforcement Board; and providing for an effective date.

Mayor Moore read the title of Resolution No. 2024-019.

Town Attorney Rubin presented the procedures designating and assigning the code enforcement cases between the Code Enforcement Board and the Special Magistrate, as well as the annual training requirements for the code enforcement board members.

There were no public comments.

MOTION: David/Peters - Moved to accept Resolution No. 2024-019. Upon Roll Call: Commissioner David (Yes); Commissioner Goldberg (Yes); Commissioner Peters (Yes); Vice Mayor Stern (Yes); and Mayor Moore (Yes). The motion carried on a 5 to 0 vote.

11. TOWN COMMISSION COMMENTS

Commissioner Judith M. Goldberg expressed satisfaction with the merit increase policy for the non-union employees and the procedures related to code enforcement actions, which outline the assignment of cases between the Code Enforcement Board and the Special Magistrate.

Commissioner Donald Peters concurred with Commissioner Goldberg and expressed excitement for the upcoming 75th town anniversary celebration.

Commissioner Evalyn David echoed her colleagues' sentiments.

Vice Mayor David Stern also echoed his colleagues and discussed the current focus on electric vehicles and lithium battery devices. He noted that his condominium association has developed preliminary rules and is collaborating with the Fire Department on this matter.

Mayor Natasha Moore inquired about annual training for the Board of Adjustment and Appeals and recommended formalizing it with a resolution. Town Attorney Rubin will draft a resolution to establish annual training for all board members and present it at a future Town Commission meeting.

12. TOWN ATTORNEY'S REPORT

Town Attorney Rubin had no comments.

13. TOWN MANAGER'S REPORT

The Town Manager reported that staff has reached out to the 75th Anniversary Committee members and is organizing a kickoff meeting to discuss the festivities for the event. Following the 75th Anniversary Committee meeting, Commissioner Peters will update the Town Commission at a future commission meeting.

14. ANNOUNCEMENTS

Board Vacancies

Board of Adjustment and Appeals Board One (1) vacancy for a three-year term

Natural Resources Preservation Advisory Board One (1) vacancy for a three-year term

Meetings and Events

August 13, 2024 1:00 P.M. Code Enforcement Board Regular Meeting

August 20, 2024 Town Hall Closed due to Primary Election Day

August 22, 2024 Town Commission Special Meeting **CANCELLED**

September 03, 2024 1:30 P.M. Town Commission Meeting

September 03, 2024 5:01 P.M. Town Commission First Public Hearing Budget Meeting

Board Action Report

None.

15. ADJOURNMENT

The meeting adjourned was adjourned at 2:27 P.M.

APPROVED: September 03, 2024 Town Commission Meeting.

Signed Minutes on file in the Town
Clerk's Office

ATTEST:

Natasha Moore, Mayor

Transcribed by
Lanelda Gaskins

09/03/2024

Lanelda Gaskins, MMC
Town Clerk

Date

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

File Attachments for Item:

A. Approve and authorize the Town Manager to sign a service agreement with Pantropic Power in an amount of \$133,278.33 for emergency repair and maintenance to the town's generator to ensure the generator's long-term operation and reliability.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting
MEETING DATE: *September 3, 2024*
SUBMITTED BY: Pat Roman, Public Works Director
SUBJECT: Emergency Procurement - Town Generator Repair

SUMMARY:

Town staff is seeking authorization for the emergency repair of the Town's generator after extensive damage was found during scheduled preventive maintenance.

Damage Summary:

- Unit did not pass insulation test due to poor condition of main rotor, main extator, exiter, PMG stator and rectifier.
- Poor conditions of winding coils as exterior humidity has oxidized all the coils and cables.
- New space heaters are necessary for proper operation of the town generator.
- Breaker contacts are in need of replacement and re-connection.

The quoted vendor, Pantropic Power Products Inc., is Caterpillar's sole authorized maintenance and repair vendor in south Florida. Pantropic Power's service agreement is forthcoming and will be provided at the Commission Meeting.

If the repair is authorized, a temporary generator will be rented for 30 days to provide backup power while the repairs are completed.

FISCAL IMPACT:

\$133,278.22; Machinery & Equipment 401-533.000-564.000 and Improvements Other Than Building 401-533.000-563.000

ATTACHMENTS:

Preventive Maintenance Findings
Rental Quote
Parts & Labor Quote

RECOMMENDATION:

Authorize the Town Manager to sign a service agreement with Pantropic Power to make emergency repairs to the Town's generator based on preventive maintenance findings, ensuring its proper long-term operation.

General Terms & Conditions

1. Equipment is subject to prior sale or rental
2. Customers who do not elect to prepay fuel are subject to a refueling service charge per gallon for shortages upon return.
3. Customers are required to perform all maintenance on equipment. Neglect on customer's behalf is subject to additional charges. Customers can elect or hire our service department maintenance at additional charges as Pantropic Power offers 24 hour emergency services and preventive maintenance services.
4. Customer is responsible for all connections and disconnections of the rented equipment unless otherwise noted. Pantropic Power is NOT authorized to connect/disconnect to/from customers' load point(s).

5. Pantropic will provide top-off service and re-fueling service with fuel dispensed at market price per gallon. Customer may elect this service ___Yes, ___No, if Yes, please provide initial_____.

6. Proof of insurance must be provided prior to the customer taking delivery of rented equipment. If proof is not provided, customer agrees to be charged for Pantropic's Loss/Damage Waiver at 14% of the equipment rental rate.

Additional Terms & Conditions

1. **RENTAL TERM:** Rental term begins when generator leaves Pantropic's property for delivery to customer and ends when customer notifies Pantropic, in writing or email, to pick-up the generator.
2. **USE OF EQUIPMENT:** Customer agrees to use the equipment only at the specified location as indicated on the rental contract as jobsite or event site. Customer agrees to not remove, sublease, or re-rent equipment during the full rental period.
3. **TRANSPORTATION:** Charges are applicable to/from customer's location from Pantropic Power's headquarters in Miami, FL.
4. **BILLING:** All rentals are billable in advance and begin on the day equipment is first shipped to customer's site and end the day equipment is returned to Pantropic. If equipment is initially rented with a Credit Card, Pantropic is entitled to charge said card periodically and at such times for all amounts calculated to be due and owing.
5. **RETURN OF EQUIPMENT:** Customer agrees to have all rented items returned during normal business hours and in the same condition and repair as when it was delivered.
6. **RETENTION OF EQUIPMENT/EXPIRATION OF TERM:** If the customer retains the equipment after the expiration of the stated term on the contract, such retention shall be construed as a continuance of this rental contract at the same rental rate and under the same terms & conditions.
7. **OWNERSHIP OF EQUIPMENT:** The parties herein agree that Pantropic retains all rights and title to the rented equipment and customer may not have said equipment liened or pledged as collateral.
8. **RISK:** Risk is transferred to the customer upon receipt of equipment and remains with the customer until equipment is returned to Pantropic's yard. The customer is liable for all damages to the equipment while in its possession.
9. **MAINTENANCE/BREAKDOWN:** all generators must be serviced at 250 hour run time intervals (unless otherwise negotiated and stated within the rental contract) at customer's expense. Rent shall NOT ABATE due to any maintenance needs. Customer shall not attempt any repair to the rented equipment without prior written consent of Pantropic. PANTROPIC MAKES NO EXPRESSED OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR THAT THE UNIT IS PROPERLY FIT FOR ANY PARTICULAR PURPOSE.
10. **ACCESS:** Pantropic reserves the right to enter the customer's location at any time upon giving prior reasonable notice to the customer in order to inspect, maintain, and/or repair the rented equipment.
11. **RESPONSIBILITY FOR LOSS/DAMAGE TO EQUIPMENT:** Customer shall be responsible for any losses or damage to the equipment resulting from any cause whatsoever. Customer agrees to bear the risk of loss or destruction of rented equipment until such time as the equipment is returned to Pantropic at the end of the rental period.
12. **INDEMNIFICATION:** CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD PANTROPIC HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, OBLIGATIONS, LOSSES, DAMAGES, CLAIMS, PENALTIES, INJURIES (BOTH TO BODY AND PROPERTY), AND ALL COSTS AND EXPENSES RELATING TO OR ARISING OUT OF THE EQUIPMENT IN WHATEVER MANNER IN CONNECTION WITH ANY EVENT OCCURRING PRIOR TO THE PROPER RETURN OF THE EQUIPMENT TO PANTROPIC. Pantropic is not liable for any downtime, consequential or inconsequential damages or incidents to the customer or any third party claiming through or on behalf of the customer for use of the equipment.



Estimate

Quotation No..... :
Service Call..... :
Quotation Date..... : 8-23-2024
Customer No..... :

Expiry Date :

Sold To: TOWN OF HIGHLAND BEACH
3614 S OCEAN BLVD
Highland Beach, FI 33487
Pat Roman

Ship To:
TOWN OF HIGHLAND BEACH
3614 S OCEAN BLVD
Highland Beach, FI 33487

Pantropic Power Contact	Phone No.	Division	Department
Ed Riveron	954-214-1277	EPG	Service

Model	Serial No.	ID No.	Customer Equipment No.	Service Meter
3516	ZAP00380			HOURS

The following is a formal estimate to perform service repairs on your Cat 3516 with serial number-ZAP00380 disconnect and remove the roof top from the enclosure. only the section where the generator will be lifted through the top. We will disconnect all the electrical connections from the breaker bus and all the cables from the control panel. We will use a 90-ton crane to lift the generator end. Once the generator is out, we will install the roof back to protect it from the rain. transport to pantropic for a failure analysis.

Pre-estimate prior to dismantle & evaluation. The final price is subject to inspection.
Caterpillar generator set: dual bearing, prime power , 35 l 6B Engine mode I, Serial no . ZAP00380, Generator end: Model SR4B -GD, SIN: G5Z00 1 47, Capacity: 1825 KW - 2000K VA, 30 , Volts 480, 1800 RPM, 60HZ. Dismantle unit, inspect and perform electrical and mechanical evaluation. Record ground and surge test to all windings prior to cleaning and baking. Steam clean and bake the windings and parts. Record and re-test all windings including the main rotor voltage drop test. Re-insulate as necessary. Dynamic balance main rotor assembly @ 1800 RPM, replace bearing housing wear sleeves & OEM rectifier assembly, new space heater elements. Install new premium brand ball bearing and grease seal, re-assemble and paint. Price for above work description

NOTES:

Proman@highlandbeach.us
561-856-2963
Tax is not included

TOTAL: 112440.22

Approver's signature

Pat Roman



Estimate

Quotation No..... 8-23-2024ER
Service Call..... :
Quotation Date..... : 8-23-2024
Customer No..... :

Expiry Date :

Sold To: TOWN OF HIGHLAND BEACH
3614 S OCEAN BLVD
Highland Beach, FI 33487
Pat Roman

Ship To:
TOWN OF HIGHLAND BEACH
3614 S OCEAN BLVD
Highland Beach, FI 33487

Pantropic Power Contact	Phone No.	Division	Department
Ed Riveron	954-214-1277	EPG	Service

Model	Serial No.	ID No.	Customer Equipment No.	Service Meter
3516	ZAP00380			HOURS

We will use a 90-ton crane to drop off the generator end back in the enclosure. We will make all the electrical connections to the breaker bus and all the cables from the control panel to the generator end, Reinstall the roof of the enclosure back in its place re seal the enclosure. Start the generator and run it and make sure it does not have any problem and then perform a 2 hr load bank test

NOTES:

Proman@highlandbeach.us
561-856-2963
Tax is not included

TOTAL: 112440.22

Approver's signature

Pat Roman

Per Customer request, Pantropic Power Inc. ("PANTROPIC") has estimated repairs on the equipment (includes all components, machines, or other miscellaneous items) listed herein. A repair description with labor and/or parts is stated herein. Upon disassembly of the equipment to be repaired, additional parts and labor may be necessary. If so, an estimate for additional repairs will be forwarded to Customer for approval. Note: by accepting this Estimate in writing, verbally, or by signing a corresponding "AUTHORIZATION FOR SERVICE WORK", Customer agrees to all terms and conditions set forth herein. **NOTE: TERMS AND CONDITIONS SET FORTH HEREIN PREVAIL OVER CUSTOMER PURCHASING TERMS.**

1. **Authority to Perform Repairs:** It is understood that, "upon receipt" of any item of equipment for repair, maintenance or other work, PANTROPIC may examine the item of equipment as to work which PANTROPIC may suggest to be performed in addition to whatever work, if any, might have been requested by customer. All work (requested by customer or suggested by PANTROPIC) to be noted on a form as supplied by PANTROPIC.
 - a. **Time and Material Work:** PANTROPIC will proceed with the work agreed upon as set forth herein.
 - b. **Firm Price:** If requested, a firm price in writing will be given to the customer for labor and/or parts to do a specific repair. Any agreed upon repair order not covered by a firm written proposal will be billed at current time and material prices.
 - c. **Unforeseen Problems or Additional Repairs:** **PLEASE BE ADVISED: UNFORESEEN ISSUES/PROBLEMS AND UNANTICIPATED CONDITIONS MAY CAUSE REPAIR PRICE TO INCREASE.** In the event that during the course of the work, additional repair work (due to continuous use, unknown problems, working conditions, dirty Equipment, waiting on Customer approved support, parts exchange cores that do not meet 100% core refund criteria, conditions out of PANTROPIC's control, and items found in need of repair or replacement during disassembly that are not covered herein) is found to be necessary pursuant to Pantropic's examination and inspection of the Machine, then in such event PANTROPIC will attempt to communicate with the Customer as to the additional repair work; provided, however, that in the event Pantropic is unable to communicate with the Customer, then Pantropic, at its sole discretion, shall have the absolute right to cease any and all repairs on the Equipment until such time as the additional repairs are discussed with the Customer. In the event the Customer consents to the additional repairs, PANTROPIC shall have the right to proceed with the repair of the same without further communication with the Customer and any and all additional repairs will be charged to the Customer at current time and material prices.
 - d. **Authority of Customer Personnel:** Unless Customer notifies PANTROPIC in writing, any Customer personnel communicating with PANTROPIC shall have the full authority to authorize repairs. All instructions to PANTROPIC by Customer regarding authority of Customer's personnel to bind (authorize repairs) Customer shall be in writing (via e-mail, courier, or U.S. Mail).
 - e. **Purchase Order:** In the event that a purchase order number is required by Customer, Customer shall provide such purchase order number within 10 business days of receiving a Proforma Invoice from PANTROPIC. If Customer fails to provide such purchase order number within such time period (10 business days of Proforma Invoice), PANTROPIC shall have the right to Invoice the Customer without a purchase order number, and Customer thereby additionally forfeits any rights to dispute such Invoice.
2. **Hold Harmless Agreement for Customer Participation in Service Work:** In the event Customer or Customers' personnel assists PANTROPIC personnel in performing service work, Customer agrees to hold harmless and fully indemnify PANTROPIC for injuries or damages to anyone arising out of Customer assisting PANTROPIC personnel in servicing or repairing Customer's equipment.
3. **Corporate Discount:** No additional corporate discounts may be applied to the above estimated price.
4. **Warranty:** PANTROPIC warrants the work performed to be free from defects in material and workmanship for a period of ninety days. PANTROPIC's obligation under this warranty shall be limited to the repair or replacement at PANTROPIC's premises of those new parts previously installed or labor previously performed demonstrated to be defective. **SUCH REMEDY SHALL CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND CUSTOMER HEREBY AGREES THAT NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO CLAIMS FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR ANY CAUSE, LOSS, ACTION, CLAIM OR DAMAGE, INCLUDING LOSS OF TIME, WHATSOEVER, OR INJURY TO PERSON OR PROPERTY OR ANY OTHER CONSEQUENTIAL DAMAGE OR INCIDENTAL OR ECONOMIC LOSS) SHALL BE AVAILABLE TO CUSTOMER. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MECHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE. SUBSTANDARD REPAIR WORK MAY BE PROVIDED UPON REQUEST OF CUSTOMER AND ACCORDING TO CUSTOMER'S INSTRUCTIONS BUT SUCH WORK WILL CARRY ABSOLUTELY NO WARRANTY WHATSOEVER. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT NO VERBAL CONTRACTS, AGREEMENTS OR WARRANTIES OTHER THAT WHAT IS SET FORTH HEREIN HAVE BEEN RECEIVED OR GIVEN.**
5. **Cores:** Customer assumes liability for Lost or Damaged Cores. All Core charges shall be the responsibility of the Customer. PANTROPIC assumes ownership of all take off items removed from Machine(s) not reinstalled during the repair process.
6. **Price Adjustments:** This proposal is based on current parts and labor pricing. Customer shall assume the price increases incurred.
7. **Miscellaneous:** This proposal is prepared with the most current information available to PANTROPIC.
 - a. The following charges are not included unless stated in this proposal: (State, local, indigent care, Environmental, taxes, freight, etc.) All prices are subject to all federal, state, local sales, use, excise and other taxes on the production, sale, use, or shipment of the goods sold, now or subsequently becoming effective, and if not included in the invoice for the goods, that amount may be invoiced later.
 - b. This is the entire agreement between the parties and may not be modified or amended except by a written document signed by the party against whom enforcement is sought.
8. **Risk of Loss:** All risk of loss and damage not covered by insurance (including any deductibles) shall be borne solely by owner of equipment.
9. **Severability:** Any provisions herein found to be prohibited by law shall be immediately ineffective to the extent of such prohibition without invalidating the rest of this agreement.
10. **Statutory lien:** Customer hereby waives its rights to possession under Fla. Stat. 713.74, and agrees that PANTROPIC is entitled to a possessory lien in connection with the equipment identified herein until it is paid in full for any and all parts, labor, and/or services.
11. **Choice of law, forum and expenses:** Customer shall pay PANTROPIC for reasonable costs, fees and expenses (including attorney's fees and court costs incurred through appellate levels and any post judgment expenses and interest incurred), incurred by PANTROPIC in the event of a controversy regarding this transaction, or in collecting monies due or to become due or incurred in replevying the equipment as a result of Customer ordering equipment and property from PANTROPIC or as a result of a breach by Customer of any of its obligations hereunder. In the event litigation arises, the right of trial by jury is waived by both parties and Customer agrees that the suit may be brought only in Miami-Dade or Broward County. These terms and conditions shall be governed and construed in accordance with the laws of the State of Florida.

Pantropic Power Generator Winding Insulation Test

Dealer Process

● 14 ● 0 ● 14 ● 1

Inspection Number	18635295	Customer Phone	(561) 243-2084
Serial Number	ZAP00380	Work Order	SC139468
Make	CATERPILLAR	Completed On	8/16/2024 3:43:05 PM
Model	3516	Inspector	Ernesto Jaime
Equipment Family	FAMILY-ALL	PDF Generated On	8/19/2024
SMU	925 Hours	Location	3612 S Ocean Blvd, Highland Beach, FL
Coordinates	6.78705358505249, 26.4105705917575, - 80.0655369814508		
Technician			

General Info & Comments

● **General info/Comments** *ACTION*

Comments: Performed PM3 megger test.
 The unit did not pass the insulation test due to the poor condition of all the generator components. Main rotor, main extator, exiter rotor and extator, PMG stator and rectifier. It is recommended to take action as soon as possible since these damages can be solved before the generator is completely damaged and becomes more expensive. The conditions of the winding coils are terrible since the salt has oxidized all the coils and cables.
 Space Heater doesn't work recommend installing new ones.
 Breaker contacts are disconnected recommended troubleshooting.





- 1.4 Visually inspect the generator for moisture. If moisture exists, DO NOT perform this insulation test. Dry the unit first. Refer to Special Instructions, SEHS9124, "Cleaning and Drying of Electric Set Generators."

FAIL

Comments: Unit has a lot of rust and humidity.

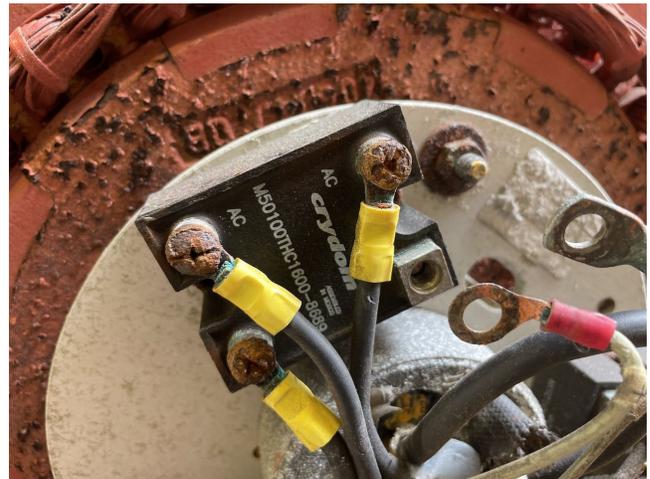




● **1.9 Electrically disconnect the rotating diodes and varistor from the three exciter rotor AC input leads and two main rotor DC output leads.**

NOT COMPLETED

Comments: The exciter screws are in very poor condition, which does not allow them to be removed to complete the test and check the diodes and the exciter rotor.
Recommend installing new cables and rectifier.





Red - Main Stator Winding Insulation Test

- **2.4 Set the voltage of the insulation tester according to the rated voltage of the generator. Refer to the rating chart.**

NOT COMPLETED

Comments: No pass





● 2.5 Use the 30/60 Time Resistance Method.

FAIL

Comments: Unit in bad condition.





2.5.1 Record temperature in Fahrenheit.

89 °F

2.5.2 Apply voltage.

500 VDC

2.5.3 Observe the readings at 30 seconds. Record the reading at 60 seconds. This reading must be corrected for temperature in Fahrenheit.

0000 megaohms

2.5.4 Remove voltage and discharge the capacitance of the tester leads and generator windings. This can be accomplished by turning the insulation tester off and maintaining connection between T0 and ground.

500 Volts

- 2.6 If the above procedure failed, disconnect all main stator neutral winding cables from T0 and individually test T1, T2 and T3 to ground. *Note* It is only necessary to proceed to the following steps if the 30/60 time resistance method from T0 to ground failed.

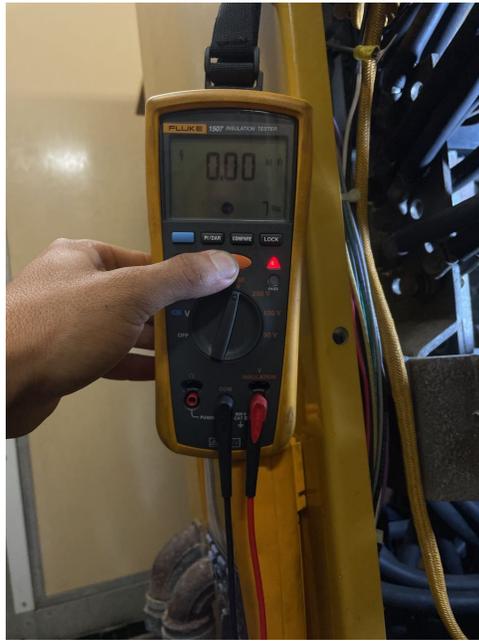
NO

Comments: Fail

- 2.7 PHASE (T1) TO GROUND

FAIL

Comments: Fail



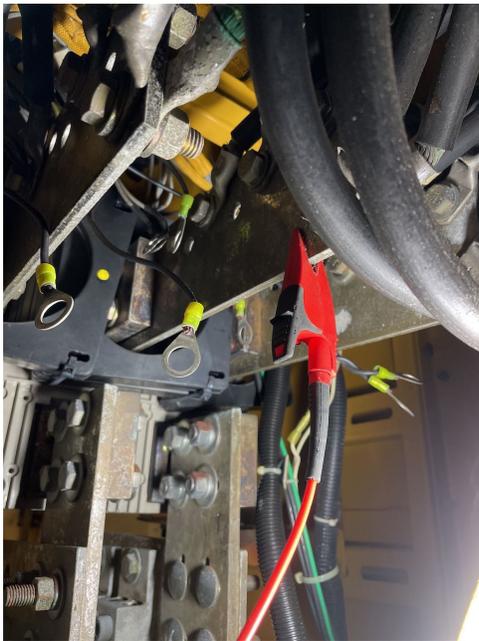
2.7.1 Resistance reading

0 megaohms

● 2.8 PHASE (T2) TO GROUND

FAIL

Comments: Fail



2.8.1 Resistance reading

0 megaohms

● 2.9 PHASE (T3) TO GROUND

FAIL



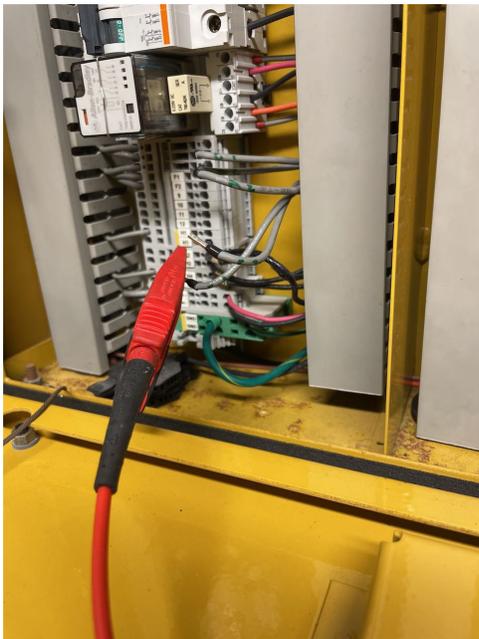
2.9.1 Resistance reading

Red - Exciter Stator and PMG Stator Winding Insulation Test

- 3.2 Connect the insulation tester's RED lead to the two EXCITER STATOR FIELD leads and conduct the 30/60 time resistance method test.

FAIL

Comments: Fail





3.2.1 Resistance reading

0.02 megaohms

- **3.3 Connect the insulation tester's RED lead to the two PMG STATOR ARMATURE leads and conduct the 30/60 time resistance method test.**

FAIL

Comments: PMG Stator in bad condition recommend replacing.





3.3.1 Resistance reading

1.29 megohms

Red - Main Rotor and Exciter Rotor Winding Insulation Test

- **4.2 Connect the insulation tester's RED lead to the three EXCITER ROTOR ARMATURE leads and conduct the 30/60 time resistance method test.**

FAIL

Comments: Exiter rotor armature cable and bolts are in bad condition recommend replacing asap.



4.2.1 Resistance reading

0 megaohms

- 4.3 Connect the insulation tester's RED lead to the two MAIN ROTOR FIELD leads and conduct the 30/60 time resistance method test.

FAIL

Comments: Fail





4.3.1 Resistance reading

0.08 megaohms

Red - Evaluate the Readings, Reconnect all Connections and Place the Generator Back in Service

- **5.1 The actual value of the resistance may vary greatly between generators. For this reason, the insulation's condition must be evaluated. Base this evaluation on the comparison between the 60 second resistance readings and the readings that were taken on previous dates. These two readings must be taken under similar conditions. If a 60 second resistance reading has a 50% reduction from previous reading, the insulation may have absorbed too much moisture.** *FAIL*

Comments: Generator in very bad condition. None of the components passed the insulation test. recommend dip & bake and cleaning ASAP. It is not recommended to keep this unit in servicing to avoid damage and higher repair cost.

Green - Preparation for Insulation Testing

- **1.1 WARNING - Personal injury can result from electrocution. The Megohmmeter is applying a high voltage to the circuit. To avoid electrocution, do not touch the instrument leads w/out first discharging them. When finished testing also discharge the generator windings.** *AGREE*

Comments: Ok

- **1.2 Inspect the installation and verify the serial number of the equipment to be tested matches the one on the work order. Ensure the unit is stopped and that the generator breaker is open.** *COMPLETED*

Comments: Done



- 1.3 Perform Lock-out/Tag-out procedure to isolate all sources of power and take the generator out of service.

COMPLETED

Comments: Done



- 1.5 Discharge the capacitance of the windings and verify there is no voltage present.

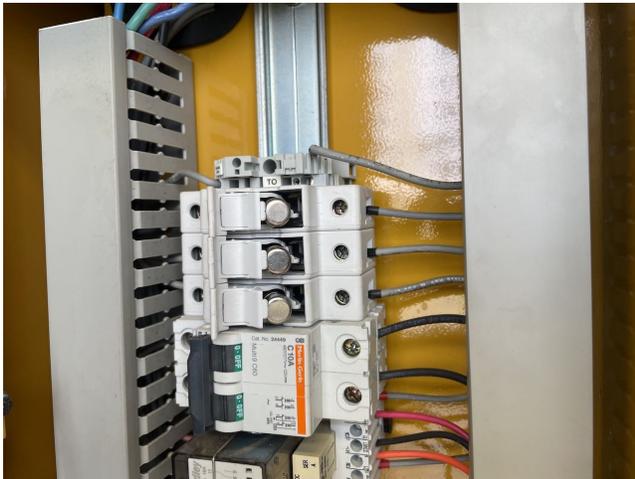
COMPLETED

Comments: Done

- 1.6 Isolate the control panel by disconnecting the voltage sensing leads and/or line fuses.

COMPLETED

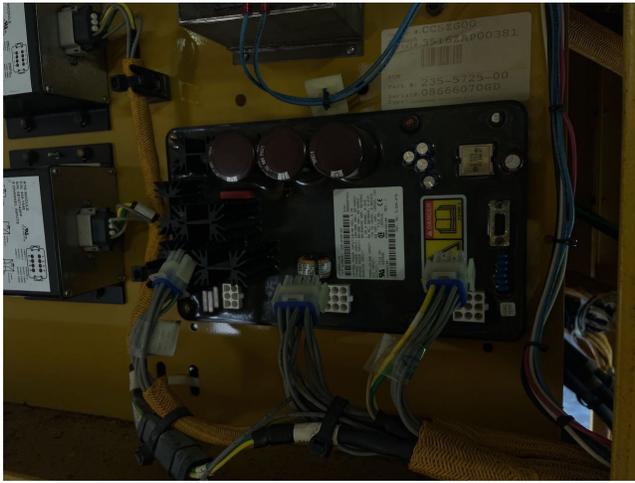
Comments: Done



- 1.7 Isolate the Automatic Voltage Regulator (AVR) by disconnecting the power, voltage sensing, PMG input and exciter output leads.

COMPLETED

Comments: Done



Green - Main Stator Winding Insulation Test

- 2.1 Disconnect "T0" from ground.

COMPLETED

Comments: Done





- **2.2 Connect the insulation tester's BLACK lead to ground.**

COMPLETED

Comments: Done



- **2.3 Connect the insulation tester's RED lead to "T0".**

COMPLETED

Comments: Done



Green - Exciter Stator and PMG Stator Winding Insulation Test

- **3.1 Connect the insulation tester's BLACK lead to ground.**

COMPLETED

Comments: Done



Green - Main Rotor and Exciter Rotor Winding Insulation Test

- **4.1 Connect the insulation tester's BLACK lead to the rotor shaft.**

COMPLETED

Comments: Done



Green - Evaluate the Readings, Reconnect all Connections and Place the Generator Back in Service

- 5.2 Switch the insulation tester to the "OFF" position. This will discharge the insulation tester's leads. COMPLETED

Comments: Done



- 5.3 Reconnect all connections. COMPLETED

Comments: Done

- 5.4 Place the generator back in service. COMPLETED

Comments: Done



Grey - Preparation for Insulation Testing

- 1.8 Isolate the load share module by disconnecting the PT voltage sensing leads.

NOT REQUIRED

Comments: N/A

File Attachments for Item:

B. Resolution No. 2024-022

A Resolution of the Town Commission of the Town of Highland Beach, Florida, terminating the Town's 401(A) Defined Contribution Plan.



RESOLUTION NO. 2024-022

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, TERMINATING THE TOWN'S 401(A) DEFINED CONTRIBUTION PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Town of Highland Beach, hereinafter referred to as the "Plan Sponsor," established the Town of Highland Beach 401(a) Plan – 108777, (the "Plan") for the benefit of its eligible employees; and

WHEREAS, the Plan Sponsor has determined that it is in the best interest of the Plan Sponsor and its employees to terminate the Plan, as another retirement plan option is in currently in place; and

WHEREAS, 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, THAT:

Section 1. The foregoing recitals are ratified and incorporated herein.

Section 2. The Town Commission hereby terminates the Town of Highland Beach 401(a) Plan – 108777 effective September 3, 2024.

Section 3. The Town Commission hereby authorizes and directs Mission Square, or such other person designated by the Town of Highland Beach, to take all actions necessary or appropriate to effectuate the termination of the Plan, including but not limited to:

- A. Notifying plan participants and beneficiaries of the Plan termination in accordance with applicable laws and regulations;
- B. Distributing plan assets to participants and beneficiaries in accordance with the Plan document and applicable laws and regulations;
- C. Filing all necessary documents with the appropriate governmental agencies, including the Internal Revenue Service (IRS) and the Department of Labor (DOL), to effectuate the termination of the Plan; and
- D. Taking any other actions necessary or appropriate to wind up the affairs of the Plan.

Section 4. The Town Commission hereby ratifies, approves, and confirms all actions taken by Mission Square, or such other person authorized by the Town, in connection with the termination of the Plan and authorizes and directs the appropriate officers of the Town

of Highland Beach to execute and deliver any documents and take any other actions necessary or appropriate to carry out the purposes of this Resolution.

Section 5. That this Resolution shall be in full force and effect immediately upon passage and adoption.

DONE AND ADOPTED by the Town Commission of the Town of Highland Beach, Florida, this **3rd** day of **SEPTEMBER** 2024.

ATTEST:

Natasha Moore, Mayor

**REVIEWED FOR LEGAL
SUFFICIENCY**

Lanelda Gaskins, MMC
Town Clerk

Leonard G. Rubin, Town Attorney
Town of Highland Beach

VOTES:

YES NO

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

File Attachments for Item:

C. Resolution 2024-023

A Resolution of the Town Commission of the Town of Highland Beach, Florida providing for Annual Training for members of town boards; and providing for an effective date.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission
MEETING DATE: 09/03/2024
SUBMITTED BY: Leonard G. Rubin, Town Attorney
SUBJECT: Resolution 2024-023 (Annual Training of Board Members)

SUMMARY:

At its August 6, 2024 meeting, the Town Commission requested that this office prepare a Resolution providing for annual training for members of Town Boards. The attached Resolution requires for training by the Town Attorney's Office, on at least an annual basis, for members of the Natural Resources Preservation Advisory Board, the Financial Advisory Board, the Planning Board, the Board of Adjustment and Appeals, and the Code Enforcement Board (the Code Board was included notwithstanding the fact that training was addressed in the prior Resolution governing code enforcement procedures).

The members of each Board shall receive training on: the Government in the Sunshine Law; Public Records Law; the basic principles of the state and county Code of Ethics; the applicable Board's purpose, duties, and powers; and basic parliamentary procedures. The Boards with quasi-judicial authority, i.e., the Planning Board, the Board of Adjustment and Appeals, and the Code Enforcement Board, shall also receive training on: the burden of proof and the rules governing quasi-judicial hearings; each member's role as an impartial decision-maker, and the required disclosure of ex parte communications.

FISCAL IMPACT:

Cost of developing training materials and attending advisory Board meetings (this office already attends meetings for quasi-judicial boards)

ATTACHMENTS:

Resolution 2024-023

RECOMMENDATION:

Town Commission consideration and approval of Resolution 2024-023



**TOWN OF HIGHLAND BEACH
RESOLUTION NO. 2024-023**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF
HIGHLAND BEACH, FLORIDA, PROVIDING FOR ANNUAL TRAINING
FOR MEMBERS OF TOWN BOARDS; AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, the Town Commission appoints residents to serve on various Town Boards to provide advice and recommendations to the Town Commission on government operations and to perform certain quasi-judicial roles in Town government; and

WHEREAS, the Town Commission values the role of these Boards and wishes to ensure that each person appointed to a Town Board has the resources and knowledge to perform the functions of the Board and fully understands the laws and procedures governing their operation; and

WHEREAS, the Town Commission wishes to formalize annual training procedures for each Board and 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, AS FOLLOWS:

Section 1. The foregoing recitals are ratified and incorporated herein.

Section 2. The Town Commission hereby directs the Town Attorney’s Office to provide training, on at least an annual basis, to the members of the following Town Boards: Natural Resources Preservation Advisory Board, Financial Advisory Board, the Planning Board, the Board of Adjustment and Appeals, and the Code Enforcement Board.

Section 3. The training provided for the members of each Board shall, at a minimum, consist of an overview of the following:

- A. The Government in the Sunshine Law, including legal requirements, practical applications, and penalties for violations;
- B. Florida Public Records Law;
- C. Basic principles of the State of Florida and Palm Beach County Code of Ethics;
- C. The Board’s purpose, powers, and duties; and

D. Basic parliamentary procedure.

Section 4. In addition to the training set forth in Section 3 above, the training for members of Boards with quasi-judicial powers, namely, the Planning Board, the Board of Adjustment and Appeals, and the Code Enforcement Board, shall also include a discussion of the applicable legal principles and standards to quasi-judicial proceedings, including but not limited to:

- A. The burden of proof and the rules governing the conduct of quasi-judicial hearings, including evidentiary rules;
- B. Each Board member’s role as an impartial decision-maker; and
- C. The required disclosure of ex parte communications.

Section 5. This Resolution shall be effective immediately upon adoption.

DONE AND ADOPTED by the Town Commission of the Town of Highland Beach, Florida, this ____ day of _____, 2024.

ATTEST:

Natasha Moore, Mayor

**REVIEWED FOR LEGAL
SUFFICIENCY:**

Lanelda Gaskins, MMC
Town Clerk

Leonard G. Rubin, Town Attorney

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

YES NO