



TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING AGENDA

Tuesday, March 03, 2026 AT 1:30 PM

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

Town Commission

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

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

[A.](#) Government Finance Professionals' Week Proclamation

7. **PUBLIC COMMENTS**

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

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

None.

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

A. Approval of Meeting Minutes

February 03, 2026 Town Commission Meeting Minutes

- B. Approve and authorize the purchase of the Holmatro Hydraulic Rescue Tool System from NAFECO in an amount not to exceed \$60,000.00 in accordance with Lake County Contract #22-7301.

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

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

B. Building Department Recertification Program Update

- C. Discussion on increasing the maximum square footage requirements, etc. for permanent signs.

D. Consideration of Fiscal Year (FY) 2025-2026 Strategic Priorities Plan.

11. **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 Mayor to execute a Professional Services Agreement between the Town and South Florida Engineering Services, Inc., to provide ongoing engineering consulting services.

B. Resolution No. 2026-002

A Resolution of the Town Commission of the Town of Highland Beach, Florida approving an application for financial assistance under the Florida Inland Navigation District Waterways Assistance Program and providing the required certifications and assurances; and providing for an effective date.

C. Resolution No. 2026-003

A Resolution of the Town Commission of the Town of Highland Beach, Florida, amending Resolution No. 2025-024 to revise Exhibit "C" of the fiscal year 2025-2026 Schedule of Fees establishing fees and charges for the Town services; providing for conflicts; providing for severability; and providing for an effective date.

12. TOWN COMMISSION COMMENTS

Commissioner Jason Chudnofsky

Commissioner Judith M. Goldberg

Commissioner Donald Peters

Vice Mayor David Stern

Mayor Natasha Moore

13. TOWN ATTORNEY'S REPORT**14. TOWN MANAGER'S REPORT****15. ANNOUNCEMENTS****Board Vacancies**

Code Enforcement Board One (1) vacancy for a three-year term

Natural Resources Preservation Advisory Board One (1) Vacancy for
an unexpired term ending
April 2027

Meetings and Events

March 04, 2026 10:00 A.M. Financial Advisory Board Regular Meeting

March 12, 2026 9:30 A.M. Planning Board Regular Meeting

March 24, 2026 1:30 P.M. Town Commission Special Meeting/Swearing-in
Ceremony

April 07, 2026 1:30 P.M. Town Commission Meeting

Board Action Report

None.

16. ADJOURNMENT

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. Government Finance Professionals' Week Proclamation

The Town of Highland Beach, Florida

Proclamation

GOVERNMENT FINANCE PROFESSIONALS' WEEK MARCH 16-20, 2026

WHEREAS, The Florida Government Finance Officers Association (FGFOA) is a professional association founded in 1937 and serves more than 3,300 professionals from state, county and city governments, school districts, colleges and universities, special districts and private firms; and

WHEREAS, The FGFOA is dedicated to being your professional resource by providing opportunities through education, networking, leadership and information; and

WHEREAS, This Government Finance Professionals Week, sponsored by the FGFOA and all of its member governmental organizations, is a weeklong series of activities aimed at recognizing government finance professionals and the vital services that they provide to our state and our community; and

WHEREAS, During this week, government finance professionals throughout the State of Florida will be acknowledged for their hard work, dedication and leadership

NOW, THEREFORE, I, NATASHA MOORE, MAYOR of the Town of Highland Beach, Florida, on behalf of the Town Commission, do hereby recognize the week of March 16 through March 20, 2026 as

Government Finance Professionals Week

and extend appreciation to our Finance Department, and to all government finance professionals throughout the Palm Beach County, State of Florida for their hard work, dedication and leadership.

IN WITNESS WHEREFORE, I have hereunto set my hand and caused the official seal of the Town of Highland Beach, Florida to be affixed this 3rd day of March 2026.

NATASHA MOORE
MAYOR



File Attachments for Item:

A. Approval of Meeting Minutes

February 03, 2026 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: February 03, 2026
Time: 1:30 PM

1. CALL TO ORDER

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

2. ROLL CALL

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

3. PLEDGE OF ALLEGIANCE

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

4. INVOCATION

None.

5. APPROVAL OF THE AGENDA

MOTION: Goldberg/Stern - A motion was made and seconded to approve the agenda as presented. The motion passed unanimously, 5 to 0.

6. PRESENTATIONS / PROCLAMATIONS

A. Resolution No. 2026-001

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.

Mayor Moore read the title of Resolution No. 2026-001 followed by Town Commission interview of Applicant Joseph Loeffler. Mr. Loeffler spoke about his

professional background and interest in serving on the Natural Resources Preservation Advisory Board.

MOTION: Goldberg/Peters - A motion was made and seconded to approve Resolution No. 2026-001. The motion passed unanimously, 5 to 0.

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

The following individuals gave public comments:

Mr. David Newman
Mr. Tim Ruotolo

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

A. Ordinance No. 2026-001 (Second Reading/Public Hearing)

An Ordinance of the Town Commission of the Town of Highland Beach, Florida, amending Article VII, "Administration and Enforcement," of Chapter 30, "Zoning Code," of the Town Code of Ordinances by adopting a new Section 30-124, "Reasonable Accommodation Procedure for Certified Recovery Residences;" providing for codification; providing for severability; and providing for an effective date (First Reading was January 06, 2026).

Mayor Moore read the title of Ordinance No. 2026-001.

Town Attorney Rubin explained that all municipalities are required to enact a procedure for the approval of certified recovery residences, which are mandated by state law. Language was added in the ordinance to explicitly state that certified recovery residences "shall be utilized solely for housing, peer support, and life skills training" and shall not be used for clinical substance abuse treatment of any kind.

The Town Commission was satisfied with language added in Sec. 30-124(a), Reasonable accommodation procedure for certified recovery residences of the ordinance.

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

MOTION: Goldberg/Peters - A motion was made and seconded to adopt Ordinance No. 2026-001. Upon Roll Call: Commissioner Goldberg (Yes); Commissioner Peters (Yes); Commissioner Chudnofsky (Yes); Vice Mayor Stern (Yes); and Mayor Moore (Yes). The motion passed on a 5 to 0 vote.

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

A. Approval of Meeting Minutes

January 06, 2026 Town Commission Meeting Minutes

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

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

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

Town Manager Labadie provided an update, stating that the project is substantially complete, with contractors currently addressing punch list items in coordination with Public Works Director and staff.

He clarified that the steel plates visible at the south end of Town are not part of the Florida Department of Transportation project but are associated with sewer and water connections for future condominium development. He further noted that, once proper compaction is achieved, the affected area will be repaved.

In response to inquiries regarding flooding, Town Manager Labadie acknowledged that certain areas would continue to experience flooding, particularly at Seagate and Ambassadors. He explained that while the roads might be clear, the right-of-way may still be subject to flooding, and the Town will need to coordinate with the Florida Department of Transportation to develop a long-term solution. He also reported that the Town has submitted an appropriation request to the State for funding to support embedded crosswalk lighting and the repaving of the walking path.

Additionally, Town Manager Labadie mentioned that the Town's engineers are exploring the possibility of adding a crosswalk for Bel Lido, Russell, and Bel Air drives to enhance pedestrian safety and provide safer beach access.

B. Building Department Recertification Program Update

Katerina Jaboubio, Administrative Assistant/Permit Technician, provided an update on the Building Recertification Program, noting the Monterey House has been recertified, bringing the total number of recertified buildings to 31 out of 54. Two buildings are under Phase 1 review, having submitted both structural and electrical reviews, and 18 buildings remain under permit for restoration.

C. Continued discussion of Fiscal Year (FY) 2025-2026 Strategic Priorities Plan

Town Manager Labadie presented the updated Strategic Priorities Plan based on the Commission's comments from the January 6 meeting. He noted that he reorganized and re-ranked priorities, added roughly five new projects based on Commission comments, and removed completed projects like the A1A project.

He explained that once the rankings are accepted, he will bring back the full strategic priorities plan for approval at the next meeting. The plan will then be used to build the five-year forecast for the budget. He confirmed that larger projects like the fire annex, police reconstruction, and marine dock would require Commission authorization for final amounts.

Regarding the Bel Lido Bridge project, Town Manager Labadie explained this project would begin the following Monday and might cause some traffic interruptions during the day, though efforts would be made to avoid rush hours and school times. He also addressed the inquiry regarding the Police Marine Docking and securing the annual FIND grant.

It was suggested to regularly include one or more items on the agenda to update the Commission on strategic priorities and CIP projects throughout the year. Town Manager Labadie agreed to implement this suggestion moving forward. He will bring back strategic priorities plan for Commission final approval at the next meeting.

Overall, the Town Commission was satisfied with the strategic priorities plan and capital improvement project list.

Mayor Moore opened public comments, and the following individuals provided comments:

- Mr. Timothy Routolo
- Mr. David Newman
- Mr. Richard Greenwald

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

A. Introduction to a proposed amendment to the Town Code of Ordinances regarding hard surfaces (for walking, gathering or sitting) as they pertain to seawalls, etc.

Mayor Moore read the title of Item 11.A.

Town Planner Ingrid Allen explained that this proposed amendment stemmed from a Planning Board motion on August 14, 2025. The issue arose when reviewing a special exception for a property at 2564 South Ocean Boulevard that

included installing a 105-foot seawall and seawall cap, along with a boat lift and dock. She provided visual illustrations showing that the current code only allows hard surfaces up to the property line, but in cases where seawalls are beyond the property line, property owners need a path to access their docks and boats. The Planning Board's proposal would allow hard surfaces to extend from the property line to seawalls when necessary for access.

Mr. Greg Babij, a Planning Board member and sponsor of the proposed amendment, explained that the issue is straightforward: allowing residents to have a walking path all the way to their dock, even when the seawall extends beyond their property line. He noted this is not just for aesthetics but also for safety, as it is difficult to transport items on a cart across mixed surfaces.

The Commission discussed several aspects of the proposal, including liability questions, maintenance responsibilities, and potential limitations on pathway width. Town Attorney Rubin clarified that while property lines do not automatically extend, the municipality still has permitting authority over the area.

Mayor Moore opened public comments, and the following individual provided comments:

Mr. Richard Greenwald.

Town Manager Labadie mentioned that a related request regarding controlling outward seawall movement over time was also under consideration, but regulatory changes could not be implemented until 2027 due to state statutes.

MOTION: Goldberg/Peters – A motion was made and seconded refer to the Planning Board to take up this issue to study and review. The motion passed unanimously, 5 to 0.

B. Introduction of a proposed ordinance revising Town's Platting Procedures.

Mayor Moore read the title of Item 11.B.

Town Attorney Rubin explained that this ordinance addresses another mandate from the recent legislative session requiring plats to be administratively approved rather than through public hearings. He noted that plats are straightforward and either meet statutory requirements or do not, making them suitable for administrative approval.

The proposed changes would designate the Building Department to receive applications and the Town Manager as the administrative official with final authority. Given the age of Highland Beach's planning regulations and the unlikelihood of new subdivisions, Town Attorney Rubin recommended minimal changes to comply with the law rather than completely redrafting the plotting regulations. He suggested this matter go to the Planning Board for review.

MOTION: Goldberg/Peters - A motion was made and seconded to refer this matter to the Planning Board for review. The motion passed unanimously, 5 to 0.

Mayor Moore allowed public comments, and the following individual provided comments:

Mr. Timothy Ruotolo.

12. TOWN COMMISSION COMMENTS

Commissioner Jason Chudnofsky inquired about mangrove removal near Toscana, noting that residents were concerned about the precedent this might set for other properties between Coronado and Casuarina condominium. Town Manager Labadie explained that the property owner obtained state permits for clearing mangroves and purchased mitigation credits as required. The town is preempted by state law from stopping such removals once proper permits are secured. While the owner had proposed nine townhomes on the 0.8-acre site, no development applications have been submitted to the town yet.

Commissioner Judith M. Goldberg wished everyone a wonderful week and happy Valentine's Day.

Commissioner Donald Peters commented about the turtle conservation meeting that he attended. He encouraged everyone to stay warm.

Vice Mayor David Stern also commented about the turtle conservation meeting that he attended. He noted discussions about path safety and potential state legislation that could affect town guidelines.

Mayor Natasha Moore had no comments.

13. TOWN ATTORNEY'S REPORT

Town Attorney Rubin noted that there are a lot more preemptions coming and will see how it plays out during the legislative session.

14. TOWN MANAGER'S REPORT

Town Manager Labadie expressed concern about the state legislature's increasing preemption of local government authority. He thanked resident Martin Berman for his donation to the police department and compliments about the town's public safety and beauty. He also noted that the first quarter financial report had been distributed, showing the town is tracking well financially and on plan.

15. ANNOUNCEMENTS

Mayor Moore read the announcements as follows:

Board Vacancies

- Code Enforcement Board One (1) vacancy for a three-year term
- Natural Resources Preservation Advisory Board One (1) Vacancy for an unexpired term ending April 2027

Meetings and Events

- February 12, 2026 9:30 A.M. Planning Board Regular Meeting
- February 16, 2026 Town Hall closed in observance of Presidents' Day
- February 17, 2026 Wine & Lite Bites Dune Event hosted by the Natural Resources Preservation Advisory Board at Highland Beach Library from 6:00 p.m. to 8:00 p.m. (Cost \$35.pp)
- February 19, 2026 12:00 P.M. Annual Advisory Board Luncheon
- March 03, 2026 1:30 P.M. Town Commission Meeting

Board Action Report

None.

16. ADJOURNMENT

The meeting was adjourned at 2:52 P.M.

APPROVED: March 03, 2026, Town Commission Meeting.

ATTEST:

Natasha Moore, Mayor

03/03/2026

Lanelda Gaskins, MMC
Town Clerk

Date

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

File Attachments for Item:

B. Approve and authorize the purchase of the Holmatro Hydraulic Rescue Tool System from NAFECO in an amount not to exceed \$60,000.00 in accordance with Lake County Contract #22-7301.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting
MEETING DATE 03/03/26
SUBMITTED BY: Fire Rescue Department
SUBJECT: Piggyback Procurement – Holmatro Hydraulic Rescue Tool System

SUMMARY:

The Holmatro hydraulic rescue tool system is a professional-grade extrication system used for vehicle and technical rescues. These tools are essential for cutting, spreading, lifting, and vehicle stabilization during emergencies, allowing firefighters to perform rescues quickly and safely. Holmatro equipment is recognized for its reliability, durability, and performance in high-risk situations.

The requested system offers powerful capabilities, ergonomic design, and safety features that enhance operational efficiency while accommodating modern vehicle construction, including high-strength steel. The purchase of this system will enable the Fire Rescue Department to provide the highest level of safety and effectiveness for both firefighters and the public.

Three (3) competitive quotes were obtained for comparable hydraulic rescue tool systems. Pricing was received from Spartan Fire and Emergency Apparatus in the amount of **\$64,850.60**, Holmatro Inc. in the amount of **\$65,970.00**, and NAFECO in the amount of **\$60,000.00**. The NAFECO proposal represents the lowest responsive quote and is based on **Lake County Contract #22-7301**, which includes a 2% discount. Based on pricing, contract availability, and compliance with operational requirements, the NAFECO proposal provides the best overall value to the Town.

FISCAL IMPACT:

\$60,000.00

ATTACHMENTS:

- NAFECO Quote
 - Spartan Fire and Emergency Apparatus Quote
 - Holmatro Inc. Quote
 - Lake County Contract #22-7301, 2% Discount)
-

RECOMMENDATION:

Approve and authorize the purchase of the Holmatro Hydraulic Rescue Tool System from NAFECO in accordance with Lake County Contract #22-7301.



North America Fire Equip. Inc.
 D.B.A. NAFECO
 P.O. Box 2928
 Decatur, AL 35602-2928
 (800) 628-6233

Quotation
 Q990726012126867

Date: 2026-01-21
Expires: 2026-02-20
FOB: Destination

Customer Number: HIG098
 Customer Information: TOWN OF HIGHLAND BEACH
 Address: 3612 S. Ocean Boulevard
 HIGHLAND BEACH, FL 33487

Attention: Kyle Pavelka
 Phone: 561-278-4548
 Email: kpavelka@highlandbeach.us
 Prepared By: Brian Castiblanco

Qty	Item #	Description	Each	Total
1	159.000.224-D	Holmatro PCU50 Cutter Next Gen List Price\$16,200.00 Lake County Contract \$15,876.00.	\$14,507.00	\$14,507.00
1	159.000.226-D	Holmatro PSP40 Spreader List Price\$16,705.00 Lake County Contract \$16,370.90.	\$14,959.00	\$14,959.00
1	159.000.227-D	Holmatro PTR50 Telescopic Ram List Price\$13,739.00 Lake County Contract \$13,464.22.	\$12,303.00	\$12,303.00
3	151.000.742-D	Holmatro Pentheon Charger Battery, AC, PBCH2, D-Stock List Price\$721.00. Lake County Contract \$706.58.	\$646.00	\$1,938.00
6	151.004.490	Holmatro Pentheon 8Ah Battery PBPA288, (New, IP68) List Price\$1,050.00. Lake County Contract \$1,029.00.	\$940.00	\$5,640.00
2	151.000.503	Holmatro Pentheon Daisy Chain Power Cord, DCPC1 List Price\$19.00 Lake County Contract \$18.62.	\$17.00	\$34.00
1	151.001.500	Holmatro Mini Cutter CCU10, 2 Bats List Price\$4,999.00 Lake County Contract \$4,899.02	\$4,476.00	\$4,476.00
1	159.000.212	Holmatro Battery Charger CBCH2 MiniCutter List Price\$209.00 Lake County Contract \$204.82.	\$187.00	\$187.00
1	151.001.787	Holmatro T1 Forcible Entry Tool List Price\$2,601.00 Lake County Contract \$2,548.98.	\$2,450.00	\$2,450.00
2	150.062.158	Holmatro Vehicle Stabilization Strut V-Strut List Price\$1,508.00 Lake County Contract \$1,477.84.	\$1,350.00	\$2,700.00
			Subtotal	\$60,000.00
			Freight	TBD
			Total	\$60,000.00

Qty	Item #	Description	Each	Total
1	PP-HOL-PCU50	PlastixPlus Holmatro PCU50 Horizontal Bracket List Price\$295.00 Lake County Contract \$289.10	\$280.00	\$280.00
1	PP-HOL-PSP40	PlastixPlus Holmatro PSP40 Horizontal Bracket List Price\$295.00 Lake County Contract \$289.10	\$280.00	\$280.00
1	PP-HOL-PTR50-F	Plastic Horizontal Bracket PTR50 Ram Flat Version List Price\$260.00 Lake County Contract \$254.80	\$246.00	\$246.00
			Subtotal	\$60,000.00
			Freight	TBD
			Total	\$60,000.00

tax & freight to be determined

Notes: Pricing includes shipping and training.// (Holmatro) Lake County Contract #22-730IDiscount 2%.

Thank you for your business!

NOTE: All accounts are subject to sales tax charges unless a valid state exempt certificate is on file with NAFECO, or provided at the time of the order.

If you have any questions concerning this quote, please call our number listed above.

Visit Us On The Internet At: nafeco.com

Mailing: P.O. Box 2928, Physical: 2601 Beltline Road Decatur, AL 35602-2928, (800) 628-6233

Estimate

1/28/2026 10:24:52 AM



Holmatro Inc
505 McCormick Drive
Glen Burnie MD 21061
USA

Customer:
NAFECO INC
1515 W Moulton Street
Decatur AL 35601
USA

Phone: 410-768-9662

Phone: (256) 353-7100

Fax:

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
Q000005568	Net 30 days	1/28/2026	3/29/2026	23	USD US Dollar
Quantity	Item	Unit Price	Extended Price		
1	1.000 EA 159.000.224 PCU50 NEXT GEN CUTTER	16,200.000	16,200.00		
2	1.000 EA 159.000.226 PSP40 NEXT GEN SPREADER	16,705.000	16,705.00		
3	1.000 EA 159.000.227 PTR50 NEXT GEN TELESCOPIC RAM	13,739.000	13,739.00		
4	3.000 EA 151.000.742 CHARGER PBCH2 115 VOLT	721.00000	2,163.00		
5	6.000 EA 151.004.490 BATTERY PBPA288 (IP68)	1,050.0000	6,300.00		
6	2.000 EA 151.000.503 POWER CORD DCPC1	19.00000	38.00		
7	1.000 EA 151.001.500 CCU10 MINICUTTER INCL. 2 BATTERIES	4,999.0000	4,999.00		
8	1.000 EA 159.000.212 CHARGER CBCH2	209.00000	209.00		
9	1.000 EA 151.001.787 T1 FORCIBLE ENTRY TOOL	2,601.0000	2,601.00		
10	2.000 EA 150.062.158 V-STRUT VEHICLE STABILIZATION STRUT	1,508.0000	3,016.00		
			Sale Amount:	65,970.00	
			Surcharge:	N/A	
			Sales Tax:	0.00	
			Misc Charges:	0.00	
			Freight:	0.00000000	
			Total Amount:	65,970.00	

** Items are FOB Glen Burnie, MD 21061 unless otherwise noted.



MODIFICATION OF CONTRACT

Modification Number: Eight (8) Effective Date: 2/1/2026	Contract Number: 22-7301 Title: Fire Equipment Supplies, and Services Effective Date: 08/01/2022
<p align="center">OFFICE OF PROCUREMENT SERVICES</p> Contracting Officer: Jennie Perley Contracting Officer II E-mail: jennie.perley@lakecountyfl.gov Telephone Number: 352-343-9423	<p align="center">CONTRACTOR</p> Name: North America Fire Equipment Co., Inc. Address: 1515 West Moulton Street City: Decatur, AL 35601 ATTENTION: Ronald Woodall
<p>INSTRUCTIONS: Contractor to sign Signature Block showing acceptance of this written modification and return to Procurement Services within ten (10) days after receipt. An executed copy will be sent to the Contractor for Contract inclusion.</p>	
<p>DESCRIPTION OF MODIFICATION: Contract modification to add the additional manufacturers per the attached.</p>	
<p align="center">CONTRACTOR SIGNATURE BLOCK</p> Signature: <u><i>Ronald Woodall</i></u> Print Name: <u>Ronald Woodall</u> Title: <u>Vice President</u> Date: <u>2-10-26</u> E-mail: <u>ronald.woodall@nafeco.com</u> Secondary E-mail: <u>sondra.barnes@nafeco.com</u>	<p align="center">LAKE COUNTY SIGNATURE BLOCK</p> Signature: _____ Print Name: _____ Title: _____ Date: _____
<p>Distribution: Original – Bid File Copy – Contractor Contracting Officer</p>	

<i>Firm's Name Here</i>				
SAVE AND SUBMIT AS AN EXCEL FILE				
FIRM'S WEBSITE:				
Warehouse Location(s): Orlando FL, Decatur AL, Clarkston GA, Foley AL, Ashland VA				
Contact Information For Emergency/Disaster Services (24/7)				
Name:		Terry Mills		
Email:		terry.mills@nafeco.com		
Emergency Phone:		256-353-7100/706-263-5933		
List manufacturer brands supported.				
MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
TFT	2.00%	Varies by Item		www.nafeco.com
Innotex Gloves	15.00%			www.nafeco.com
Innotex Hoods	20.00%			www.nafeco.com
Innotex Turnout Gear	20.00%			www.nafeco.com



MODIFICATION OF CONTRACT

Modification Number: Seven (7) Effective Date: 12/15/2025	Contract Number: 22-7301 Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
<p align="center">OFFICE OF PROCUREMENT SERVICES</p> Contracting Officer: Ronald A. Falanga, NIGP- CPP, CPPO, CPPB E-mail: ronald.falanga@lakecountyfl.gov Telephone Number: 352-343-9839	<p align="center">CONTRACTOR</p> Name: North America Fire Equipment Co., Inc. Address: 1515 West Moulton Street City: Decatur, AL 35601 ATTENTION: Ronald.woodall@nafeco.com
<p>INSTRUCTIONS: Contractor to sign Signature Block showing acceptance of this written modification and return to Procurement Services within ten (10) days after receipt. An executed copy will be sent to the Contractor for Contract inclusion.</p>	
<p>DESCRIPTION OF MODIFICATION: Contract modification to add the additional manufacturer per the attached.</p>	
<p align="center">CONTRACTOR SIGNATURE BLOCK</p> Signature: <u><i>Ronald Woodall</i></u> Print Name: <u>Ronald Woodall</u> Title: <u>Vice President</u> Date: <u>12-16-25</u> E-mail: <u>ronald.woodall@nafeco.com</u> Secondary E-mail: <u>sondra.barnes@nafeco.com</u>	<p align="center">LAKE COUNTY SIGNATURE BLOCK</p> Signature: <u><i>Ronald A. Falanga</i></u> Print Name: <u>Ronald A. Falanga</u> Title: <u>Director of Procurement Services</u> Date: <u>12/16/2025</u>
<p>Distribution: Original – Bid File Copy – Contractor Contracting Officer</p>	

NAFECO				
SAVE AND SUBMIT AS AN EXCEL FILE				
FIRM'S WEBSITE:				
Warehouse Location(s): Orlando FL, Decatur AL, Clarkston GA, Foley AL, Ashland VA				
Contact Information For Emergency/Disaster Services (24/7)				
Name:		Terry Mills		
Email:		terry.mills@nafeco.com		
Emergency Phone:		256-353-7100/706-263-5933		
List manufacturer brands supported.				
MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Blauer	10.00%	Varies by Item		www.nafeco.com



MODIFICATION OF CONTRACT

Modification Number: Six (6) Effective Date: 8/1/2025		Contract Number: 22-730I Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022	
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtelt@lakecountyfl.gov Telephone Number: 352-343-9765		Contractor Name and Address: Name: North American Fire Equipment Co., Inc. Address: 1515 West Moulton St City: Decatur, AL 35601 ATTENTION: Ronald.woodall@nafeco.com	
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800			
<p>INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return</u> this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.</p>			
<p>DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for two annual terms to expire 07/31/2027 or until new contract is awarded.</p>			
<p>CONTRACTOR SIGNATURE BLOCK</p> Signature: <u><i>Ronald Woodall</i></u> Print Name: <u>Ronald Woodall</u> Title: <u>Vice President</u> Date: <u>1-14-25</u> E-mail: <u>ronald.woodall@nafeco.com</u> Secondary E-mail: <u>sondra.barnes@nafeco.com</u>		<p>LAKE COUNTY SIGNATURE BLOCK</p> Signature: _____ Print Name: Gretchen Bechtel Title: Contracting Officer II Date: _____ <small>Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2025.01.15 07:11:42 -05'00'</small>	
Distribution: Original – Bid File Copy – Contractor Contracting Officer			



MODIFICATION OF CONTRACT

Modification Number: Five (5) Effective Date: 11/26/2025	Contract Number: 22-730I Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: North American Fire Equipment Co., Inc. Address: 1515 West Moulton St City: Decatur, AL 35601 ATTENTION: Ronald.woodall@nafeco.com
Issued By: <p align="center">Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800</p>	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification for price redetermination per the attached.	
CONTRACTOR SIGNATURE BLOCK Signature: <u></u> Print Name: <u>Ronald Woodall</u> Title: <u>Vice President</u> Date: <u>12-2-24</u> E-mail: <u>ronald.woodall@nafeco.com</u> Secondary E-mail: <u>sondra.barnes@nafeco.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: <u></u> Print Name: Gretchen Bechtel, Digitally signed by Contracting Officer II Title: Contracting Officer II Date: <u>2024.12.02 11:54:07 -05'00'</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	

<i>Firm's Name Here</i>			
ITEM #	SAVE AND SUBMIT AS AN EXCEL FILE		
1	WEBSITE address		
	SHOP LOCATION		
2a	Physical Address: 17641 E Colonial Dr. Orlando, FL 32820		
2b	Contact Information: Shannon Sauls		
2c	Labor for Equipment Repair (not under warranty)	\$145.00	per hour
2d	Pickup or delivery services offered?		
2e	Pick up / delivery fee for Equipment	\$130.00	per call

The following information is required for price redetermination consideration.

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	20
Which does the firm use: Diesel fuel or Gasoline?	Both
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	50
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	30

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

LIST MANUFACTURER SUPPORTED.

3	MANUFACTURER	Hourly Service Rate	Factory Authorized Service Center? YES/NO
	Also see attached additional information	\$145.00	Yes



Lake County, FL
22-730
Fire Equipment, Supplies and Services

Additional Information

EXCEPTION TO DELIVERY REQUIREMENTS:

Due to the current global supply chain issues, NAFECO will make every attempt to delivery orders within ten (10) days ARO, however many manufacturers have extended delivery times. Delivery will vary dependent upon manufacturer, product ordered and quantities ordered. Currently, some manufacturers have lead times as far out as 6 months ARO.

CURRENT CATALOG AND MANUFACTURER'S PRICE LISTS:

Per Exhibit A, Section 2, Item 2.2, NAFECO will provide requested manufacturer's price lists/catalogs upon request.



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November 25, 2024

RE: Lake County Contract Labor Price Increase

When within our capacity to do so, NAFECO does not pass along any price increases nor do we raise rates. Rarely, though necessary since the start of the contract in August of 2022 we are required to increase pricing. Following the requirements in Contract 22-730i, we are providing documentation under the Bureau of Labor Statistics site data. In the data, you will find the following information:

The purpose of this report is to provide a clear justification for the need to establish a \$130.00 pick up/delivery fee based on the data provided by the Bureau of Labor Statistics. This report will outline the relevant information supporting the proposed labor rate increase and demonstrate its Alignment with market conditions and organizational health. Bureau of Labor Statistics Data Analysis:

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods

https://www.bls.gov/regions/west/news-release/consumerpriceindex_west.htm

Upon careful analysis of the Bureau of Labor Statistics data, it is evident that there have been significant shifts in market conditions and economic factors. The data indicates {specific information from the BLS data}.

Market Conditions and Organizational Health: Based on the analysis of the BLS data, it is clear that the current pick up/delivery fee of \$130 is essential to maintain organizational health and align with the prevailing market conditions. A comprehensive annual increase is justified to ensure that Our organization remains competitive and sustainable in the current economic landscape. Increased fixed costs, fuel, food, labor and utility costs have risen 3.9% in September 2024 alone dwarfing those rates since they have not been increased since the bid was awarded in 2022.

Conclusion:

In conclusion, the analysis of the Bureau of Labor Statistics data underscores the necessity of implementing a \$130 pick up/delivery rate to adequately address the market conditions and sustain organizational health. The proposed increase is in line with the economic indicators and is crucial for the long-term viability of our operations. This report provides a comprehensive rationale for the need to establish a \$130 pick up/delivery rate based on the Bureau of Labor Statistics data, and it is recommended that this justification be taken into consideration for the decision-making process. With this in mind, we respectfully request a modest increase in our labor rate to cover the cost of continuing to provide superior service to you and the comprehensive Lake County Contract community.



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Economic News Release



Employment Cost Index Summary

Transmission of material in this release is embargoed until 8:30 a.m. (ET) Thursday, October 31, 2024

USDL-24-2232

Technical information: (202) 691-6199 • ncsinfo@bls.gov • www.bls.gov/eci
Media contact: (202) 691-5902 • pressoffice@bls.gov

EMPLOYMENT COST INDEX - SEPTEMBER 2024

Compensation costs for civilian workers increased 0.8 percent, seasonally adjusted, for the 3-month period ending in September 2024, the U.S. Bureau of Labor Statistics reported today. Wages and salaries increased 0.8 percent and benefit costs increased 0.8 percent from June 2024. (See tables A, 1, 2, and 3.)

Compensation costs for civilian workers increased 3.9 percent for the 12-month period ending in September 2024 and increased 4.3 percent in September 2023. Wages and salaries increased 3.9 percent for the 12-month period ending in September 2024 and increased 4.6 percent for the 12-month period ending in September 2023. Benefit costs increased 3.7 percent over the year and increased 4.1 percent for the 12-month period ending in September 2023. (See tables A, 4, 8, and 12.)

Compensation costs for private industry workers increased 3.6 percent over the year. In September 2023, the increase was 4.3 percent. Wages and salaries increased 3.8 percent for the 12-month period ending in September 2024 and increased 4.5 percent in September 2023. The cost of benefits increased 3.3 percent for the 12-month period ending in September 2024 and increased 3.9 percent in September 2023. Inflation-adjusted (constant dollar) wages and salaries increased 1.2 percent for the 12 months ending September 2024. (See tables A, 5, 9, and 12.)

Within private industry by bargaining status, compensation costs increased 5.8 percent for union workers and 3.4 percent for non-union workers for the 12-month period ending in September 2024. Wages and salaries increased 6.4 percent for union workers and 3.6 percent for non-union workers for the 12-month period ending in September 2024. Benefit costs increased 4.9 percent for union workers and 3.1 percent for non-union workers for the period ending in September 2024. (See tables 6, 10, and 12.)

Compensation costs for state and local government workers increased 4.7 percent for the 12-month period ending in September 2024 and increased 4.8 percent in September 2023. Wages and salaries increased 4.6 percent for the 12-month period ending in September 2024 and 4.8 percent from a year ago. Benefit costs increased 4.8 percent for the 12-month period ending in September 2024. The prior year's increase was 4.7 percent. (See tables A, 7, 11, and 12.)

Changes to ECI Index Rounding

Effective with the release of the June 2025 ECI, BLS plans to publish index levels to three decimal places. Percent changes based on these more precise indexes will continue to be published to one decimal place, see www.bls.gov/eci/notices/2024/changes-to-index-rounding.htm.

Table A. Major series of the Employment Cost Index

[Percent change]

Category	3-month, seasonally adjusted		12-month, not seasonally adjusted, current dollar			12-month, not seasonally adjusted, constant dollar		
	Jun. 2024	Sep. 2024	Sep. 2023	Jun. 2024	Sep. 2024	Sep. 2023	Jun. 2024	Sep. 2024
Civilian workers⁽¹⁾								
Compensation⁽²⁾	0.9	0.8	4.3	4.1	3.9	0.6	1.1	1.4
Wages and salaries	0.9	0.8	4.6	4.2	3.9	0.9	1.2	1.4
Benefits	1.0	0.8	4.1	3.8	3.7	0.4	0.8	1.2
Private industry								
Compensation⁽²⁾	0.9	0.7	4.3	3.9	3.6	0.6	0.9	1.2
Wages and salaries	0.8	0.8	4.5	4.1	3.8	0.8	1.1	1.2
Benefits	0.8	0.7	3.9	3.5	3.3	0.2	0.5	0.8
Health benefits	-	-	1.9	3.6	3.4	-	-	-
State and local government								
Compensation⁽²⁾	1.2	1.1	4.8	4.9	4.7	1.0	1.9	2.2
Wages and salaries	1.1	1.0	4.8	5.1	4.6	1.0	2.0	2.1
Benefits	1.4	1.2	4.7	4.8	4.8	1.0	1.8	2.3

Footnotes

(1) Includes private industry and state and local government.

(2) Includes wages and salaries and benefits.

Note: All estimates in the table can be found in the public database at www.bls.gov/eci/data.htm. Dashes indicate data not available.

- [Employment Cost Index Technical Note](#)
- [Table 1. Seasonally adjusted: Employment Cost Index for total compensation, by ownership, occupational group, and industry](#)
- [Table 2. Seasonally adjusted: Employment Cost Index for wages and salaries, by ownership, occupational group, and industry](#)
- [Table 3. Seasonally adjusted: Employment Cost Index for benefits, by ownership, occupational group, and industry](#)
- [Table 4. Compensation \(not seasonally adjusted\): Employment Cost Index for total compensation, for civilian workers, by occupational group and industry](#)
- [Table 5. Compensation \(not seasonally adjusted\): Employment Cost Index for total compensation, for private industry workers, by occupational group and industry](#)
- [Table 6. Compensation \(not seasonally adjusted\): Employment Cost Index for total compensation, for private industry workers, by bargaining status and Census region and division](#)
- [Table 7. Compensation \(not seasonally adjusted\): Employment Cost Index for total compensation, for state and local government workers, by occupational group and industry](#)
- [Table 8. Wages and salaries \(not seasonally adjusted\): Employment Cost Index for wages and salaries, for civilian workers, by occupational group and industry](#)
- [Table 9. Wages and salaries \(not seasonally adjusted\): Employment Cost Index for wages and salaries, for private industry workers, by occupational group and industry](#)
- [Table 10. Wages and salaries \(not seasonally adjusted\): Employment Cost Index for wages and salaries, for private industry workers, by bargaining status and Census region and division](#)

- [Table 11. Wages and salaries \(not seasonally adjusted\): Employment Cost Index for wages and salaries, for state and local government workers, by occupational group and industry](#)
- [Table 12. Benefits \(not seasonally adjusted\): Employment Cost Index for benefits, by ownership, occupational group, industry, and bargaining status](#)
- [Table 13. Compensation and wages and salaries \(not seasonally adjusted\): Employment Cost Index for total compensation, and wages and salaries, for private industry workers, by area](#)
- [HTML version of the entire news release](#)

[The PDF version of the news release](#)

[News release charts](#)

[Supplemental Files Table of Contents](#)

[Table of Contents](#)

Last Modified Date: October 31, 2024

U.S. BUREAU OF LABOR STATISTICS Office of Compensation and Working Conditions PSB Suite 4160 2
Massachusetts Avenue NE Washington, DC 20212-0001

Telephone: 1-202-691-6199 www.bls.gov/ECI [Contact ECI](#)



MODIFICATION OF CONTRACT

Modification Number: Four (4) Effective Date: 6/6/2024	Contract Number: 22-7301 Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: North American Fire Equipment Co., Inc. Address: 1515 West Moulton St City: Decatur, AL 35601 ATTENTION: Ronald.woodall@nafeco.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification for price redetermination per the attached.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>Ronald Woodall</u> Print Name: <u>Ronald Woodall</u> Title: <u>Vice President</u> Date: <u>6-6-2024</u> E-mail: <u>ronald.woodall@nafeco.com</u> Secondary E-mail: <u>sondra.barnes@nafeco.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: _____ Print Name: Gretchen Bechtel, Title: Contracting Date: _____ Officer II Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2024.06.07 07:10:35 -04'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



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Law
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Industrial Safety
Options (ISO)

June 4, 2024

RE: Lake County Contract Labor Price Increase

When within our capacity to do so, NAFECO does not pass along any price increases nor do we raise rates. Rarely, though necessary since the start of the contract in August of 2022 we are required to increase pricing. Following the requirements in Contract 22-730i, we are providing documentation under the Bureau of Labor Statistics site data. In the data, you will find the following information:

The purpose of this report is to provide a clear justification for the need to establish a \$145 labor rate based on the data provided by the Bureau of Labor Statistics. This report will outline the relevant information supporting the proposed labor rate increase and demonstrate its alignment with market conditions and organizational health. Bureau of Labor Statistics Data Analysis:

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods

https://www.bls.gov/regions/west/news-release/consumerpriceindex_west.htm

Upon careful analysis of the Bureau of Labor Statistics data, it is evident that there have been significant shifts in market conditions and economic factors. The data indicates {specific information from the BLS data}.

Market Conditions and Organizational Health: Based on the analysis of the BLS data, it is clear that the current labor rate of \$145 is essential to maintain organizational health and align with the prevailing market conditions. A comprehensive annual increase is justified to ensure that our organization remains competitive and sustainable in the current economic landscape. Increased fixed costs, fuel, food, labor and utility costs have risen from .6%-.9% monthly increases dwarfing those rates. Conclusion: In conclusion, the analysis of the Bureau of Labor Statistics data underscores the necessity of implementing a \$145 labor rate to adequately address the market conditions and sustain organizational health. The proposed increase is in line with the economic indicators and is crucial for the long-term viability of our operations. This report provides a comprehensive rationale for the need to establish a \$145 labor rate based on the Bureau of Labor Statistics data, and it is recommended that this justification be taken into consideration for the decision-making process. With this in mind, we respectfully request a modest increase in our labor rate to cover the cost of continuing to provide superior service to you and the comprehensive Lake County Contract community.



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<i>Firm's Name Here</i>			
ITEM #	SAVE AND SUBMIT AS AN EXCEL FILE		
1	www.nafeco.com		
SHOP LOCATION			
2a	17641 E Colonial Dr. Orlando, FL 32820		
2b	Shannon Sauls		
2c	Labor for Equipment Repair (not under warranty)	\$145.00	per hour
2d	Pickup or delivery services offered?	Yes	
2e	Pick up / delivery fee for Equipment	\$65.00	per call

The following information is required for price redetermination consideration.

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	20
Which does the firm use: Diesel fuel or Gasoline?	Both
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	50
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	30

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

LIST MANUFACTURER SUPPORTED.

3	MANUFACTURER	Hourly Service Rate	Factory Authorized Service Center? YES/NO
	Also see attached additional information	\$145.00	Yes



Lake County, FL
22-730
Fire Equipment, Supplies and Services

Additional Information

EXCEPTION TO DELIVERY REQUIREMENTS:

Due to the current global supply chain issues, NAFECO will make every attempt to delivery orders within ten (10) days ARO, however many manufacturers have extended delivery times. Delivery will vary dependent upon manufacturer, product ordered and quantities ordered. Currently, some manufacturers have lead times as far out as 6 months ARO.

CURRENT CATALOG AND MANUFACTURER'S PRICE LISTS:

Per Exhibit A, Section 2, Item 2.2, NAFECO will provide requested manufacturer's price lists/catalogs upon request.



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Category	3-month, seasonally adjusted		12-month, not seasonally adjusted, current dollar			12-month, not seasonally adjusted, constant dollar		
	Dec. 2023	Mar. 2024	Mar. 2023	Dec. 2023	Mar. 2024	Mar. 2023	Dec. 2023	Mar. 2024
Civilian workers⁽¹⁾								
Compensation⁽²⁾	0.9	1.2	4.8	4.2	4.2	-0.2	0.9	0.8
Wages and salaries	1.1	1.1	5.0	4.3	4.4	0.0	1.0	0.9
Benefits	0.7	1.1	4.5	3.8	3.7	-0.5	0.4	0.3
Private industry								
Compensation⁽²⁾	0.9	1.1	4.8	4.1	4.1	-0.2	0.7	0.6
Wages and salaries	1.0	1.1	5.1	4.3	4.3	0.1	0.9	0.8
Benefits	0.7	1.0	4.3	3.6	3.6	-0.6	0.2	0.1
Health benefits	-	-	3.1	1.8	2.8	-	-	-
State and local government								
Compensation⁽²⁾	1.0	1.3	4.9	4.6	4.8	-0.1	1.3	1.3
Wages and salaries	1.1	1.4	4.7	4.7	5.0	-0.2	1.1	1.5
Benefits	1.0	1.2	5.0	4.6	4.5	0.2	1.3	0.9

Footnotes

(1) Includes private industry and state and local government.

(2) Includes wages and salaries and benefits.

Note: All estimates in the table can be found in the public database at www.bls.gov/eci/data.htm. Dashes indicate data not available.

- [Employment Cost Index Technical Note](#)
- [Table 1. Seasonally adjusted: Employment Cost Index for total compensation, by ownership, occupational group, and industry](#)
- [Table 2. Seasonally adjusted: Employment Cost Index for wages and salaries, by ownership, occupational group, and industry](#)
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- [Table 9. Wages and salaries \(not seasonally adjusted\): Employment Cost Index for wages and salaries, for private industry workers, by occupational group and industry](#)
- [Table 10. Wages and salaries \(not seasonally adjusted\): Employment Cost Index for wages and salaries, for private industry workers, by bargaining status and Census region and division](#)



MODIFICATION OF CONTRACT

Modification Number: Three (3) Effective Date: 2/8/2024	Contract Number: 22-7301 Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: North American Fire Equipment Co., Inc. Address: 1515 West Moulton St City: Decatur, AL 35601 ATTENTION: Ronald.woodall@nafeco.com
Issued By: <div style="text-align: center;"> Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800 </div>	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to add additional product providers to contract per the attached.	
CONTRACTOR SIGNATURE BLOCK Signature: <u><i>Ronald Woodall</i></u> Print Name: <u>Ronald Woodall</u> Title: <u>Vice President</u> Date: <u>2-8-24</u> E-mail: <u>ronald.woodall@nafeco.com</u> Secondary E-mail: <u>sondra.barnes@nafeco.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: <u></u> Print Name: <u>Gretchen Bechtel,</u> Title: <u>Contracting Officer II</u> Date: <u>2024.02.08 12:36:39 -05'00'</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



MODIFICATION OF CONTRACT

Modification Number: Two (2) Effective Date: 8/28/2023	Contract Number: 22-730I Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: North American Fire Equipment Co., Inc. Address: 1515 West Moulton St City: Decatur, AL 35601 ATTENTION: Ronald.woodall@nafeco.com
Issued By: <p align="center">Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800</p>	
<p>INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u>. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.</p>	
<p>DESCRIPTION OF MODIFICATION: Contract modification to add additional product providers to contract per the attached.</p>	
<p align="center">CONTRACTOR SIGNATURE BLOCK</p> Signature: _____ <i>Ronald Woodall</i> Print Name: <u>Ronald Woodall</u> Title: <u>Vice President</u> Date: <u>8/29/23</u> E-mail: <u>ronald.woodall@nafeco.com</u> Secondary E-mail: _____	<p align="center">LAKE COUNTY SIGNATURE BLOCK</p> Signature: _____ Print Name: Gretchen Bechtel, Title: Contracting Officer II Date: _____ <div style="text-align: right; font-size: small;"> Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2023.08.31 09:13:17 -04'00' </div>
<p>Distribution: Original – Bid File Copy – Contractor Contracting Officer</p>	



MODIFICATION OF CONTRACT

Modification Number: One (1) Effective Date: 8/1/2023	Contract Number: 22-730I Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: North American Fire Equipment Co., Inc. Address: 1515 West Moulton St City: Decatur, AL 35601 ATTENTION: Ronald.woodall@nafeco.com
Issued By: <p align="center">Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800</p>	
<p>INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u>. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.</p>	
<p>DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for two annual terms to expire on 07/31/2025.</p>	
<p align="center">CONTRACTOR SIGNATURE BLOCK</p> Signature: <u>Ronald Woodall</u> Print Name: <u>Ronald Woodall</u> Title: <u>Vice President</u> Date: <u>3-7-2023</u> E-mail: <u>ronald.woodall@nafeco.com</u> Secondary E-mail: <u>sondra.barnes@nafeco.com</u>	<p align="center">LAKE COUNTY SIGNATURE BLOCK</p> Signature: <u>Gretchen Bechtel</u> Digitally signed by Gretchen Bechtel, CPPB, Print Name: <u>CPPB, Contracting Officer II</u> Contracting Officer II Title: <u>Officer II</u> Date: 2023.03.08 Date: _____ 07:04:25 -05'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



CONTRACT NO. 22-730I

For

Fire Equipment, Supplies, and Services

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **North America Fire Equipment, Co., Inc. (NAFECO)** (hereinafter "Contractor") to supply **Fire Equipment, Supplies, and Services** to the County pursuant to County Bid number 22-730 with any included addenda (hereinafter "Bid"), with an opening date of 4/28/2022, and Contractor's Bid response dated 4/27/2022, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

ATTACHMENTS:

Addendum 1 & 2, Exhibit A – Scope of Work, Exhibit B – Insurance Requirements, Attachment 1 – Submittal Form with General Terms & Conditions acceptance, Attachment 2 – Pricing Sheet

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: **N/A**

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from 8/1/2022 through 7/31/2023, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA


By: Gretchen Bechtel, CPPB

Contracting Officer II

Date: 07/26/2022

Distribution: Original-Bid File
Copy-Contractor
Copy-Department



Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICITATION: Fire Equipment, Supplies, and Services

04/12/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. Section 5.0 Method of Award - Is it the County's intention to award to multiple vendors as they have done in the past?

R1. Per Section 5.0 Method of Award; The County reserves the right to make awards on a lowest price basis by individual item, group of items, all or none, or a combination; with one or more Vendors

Q2. Section 3.0 Delivery Requirements and Acceptance – bid calls for delivery of all products within 10 calendar days. For items in stock this is possible, but for items on order the delivery time will vary by product and brand. The delivery time can be given when a quote is requested.

R2. Per Section 3.0 Delivery Requirements and Acceptance Section 3.5.1 Back order may be cancelled after the shipment period has lapsed. Cancellation of orders are at the discretion of the County.

Q3. Certain manufacturers are now including a significant surcharge to our cost which is in addition to the list price. For the county to purchase these brands off this contract, a surcharge will need to be allowed.

R3. The solicitation provides for percent off list price. Cost shall be in accordance with contract pricing. Any additional fees shall be borne of the vendor.

ACKNOWLEDGEMENT

Firm Name: North America Fire Equipment Co., Inc. (NAFECO)

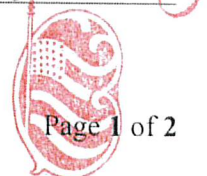
I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid:

Ronald Woodall NAFECO

Date: 4/19/22

Print Name: RONALD WOODALL



ADDENDUM NO. #2

22-730

Title: VICE PRESIDENT

Primary E-mail Address: ronald.woodall@nafeco.com

Secondary E-mail Address:



Office of Procurement Services
 P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICITATION: Fire Equipment, Supplies, and Services

03/28/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. I reviewed the attachments for bid 22-730 on Lake County’s website and it doesn’t look like the attachments have any items that need to be priced. Is there a file with the equipment and supplies you would like pricing for?

R1. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

Q2. I am looking at the Bid/RFP Number: 22-730 bid opportunity and wanted to find if I am not seeing the Attachment 2B, properly? I have opened and downloaded, but I am not seeing any of the equipment or supplies listed.

R2. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

ACKNOWLEDGEMENT

Firm Name: **NORTH AMERICA FIRE EQUIPMENT CO., INC. (NAFECO)**

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid:

Date: **3/28/22**

Print Name: **RONALD WOODALL**

Title: **VICE PRESIDENT**

Primary E-mail Address: **ronald.woodall@nafeco.com**

Secondary E-mail Address:

**EXHIBIT A – SCOPE OF SERVICES
FIRE EQUIPMENT, SUPPLIES, AND SERVICES**

22-730

The County is establishing a vendor pool for fire equipment, supplies, and services. The County does not guarantee a dollar amount to be expended on any resulting contract(s).

1. SCOPE OF SERVICES

All items purchased shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). MSDS sheets shall be provided with the shipment of any hazardous materials as required by 29 CFR 1910.1200.

2. CONTRACTOR’S RESPONSIBILITIES

Contractor shall:

- 2.1. Provide a website address for product and price lists for viewing and downloading.
- 2.2. Provide (upon request) a downloadable file of current catalog and manufacturer’s price lists for the brands quoted.
- 2.3. Provide all labor, material, and equipment necessary for contract performance.
- 2.4. Provide an intensive training program to County staff regarding the use of the products or services supplied.
 - 2.4.1. Contractor shall bare all costs of registration fees, manuals, texts, or instructional materials associated with the required training.
 - 2.4.2. Training shall be at no additional cost to the County.

3. DELIVERY REQUIREMENTS AND ACCEPTANCE

- 3.1. Deliveries shall be FOB Destination – Inside Delivery.
- 3.2. Delivery will be to a county location named during order placement.
- 3.3. Deliveries shall be made within ten (10) calendar days and during regular business hours
 - 3.3.1. Monday through Friday, 8:00 a.m. to 5:00 p.m.
 - 3.3.2. Excludes County Holidays
- 3.4. Emergency orders shall be delivered within forty-eight (48) hours.
 - 3.4.1. The County will advise when the order is an emergency.
 - 3.4.2. Emergency/Disaster deliveries may be required during non-business hours.
- 3.5. Back orders shall be filled within ten (10) calendar days from the initial scheduled delivery.
 - 3.5.1. Back orders may be cancelled after shipment period has lapsed.

**EXHIBIT A – SCOPE OF SERVICES
FIRE EQUIPMENT, SUPPLIES, AND SERVICES**

22-730

3.6. County staff may pick-up in person if authorized in writing by supervisor.

3.6.1. Contractor shall maintain a copy of the written authorization.

3.7. County reserves the right to cancel an order after the order shipment period has lapsed.

4. REBATES AND SPECIAL PROMOTIONS

4.1. All rebates and special promotions offered by a manufacturer shall be passed on to the County.

4.2. Contractor shall be responsible to notify the County of rebates or special promotions.

4.3. Special promotions shall be offered to the County if pricing is lower than contract pricing.

5. REPAIR SERVICES

5.1. Hourly rates shall be straight-time and be full compensation for labor, equipment use, travel time, and any other incidentals.

5.2. Contractor shall possess all required equipment necessary to make effective repairs.

5.3. Contractor shall be factory certified to service equipment.

5.4. Contractor shall assume risk of loss or damage to County property until returned and accepted by County.

5.5. Contractor shall submit a written estimate for each service project.

5.5.1. The estimate shall be itemized and include:

5.5.1.1. Anticipated start date and completion date.

5.5.1.2. Number of hours at contracted hourly wages for project completion

5.5.1.3. List price of materials and discount per Attachment 2 – Pricing Sheet.

5.5.1.4. Lump sum estimates are not acceptable.

5.6. No work shall commence without a written Notice to Proceed.

5.7. All materials, workmanship, and equipment shall be subject to inspection and approval.

5.8. The Contractor shall correct all deficiencies/defects in work failing to conform to standard within ten (10) calendar days of notification at Contractor's expense.

6. TRAINING

6.1. Contractor shall supply a minimum of one (1) comprehensive repair and parts manual.

6.1.1. Manuals shall be included with equipment upon delivery.

**EXHIBIT A – SCOPE OF SERVICES
FIRE EQUIPMENT, SUPPLIES, AND SERVICES**

22-730

6.1.2. Manuals may be electronic.

7. WARRANTY REQUIREMENTS

- 7.1. The Contractor agrees that all materials shall be new, warranted for their merchantability, and fit for a particular purpose.
- 7.2. The Contractor agrees that the product and/or service furnished shall be covered by the most favorable commercial warranty.
- 7.3. Contractor shall assume the risk of loss of damage to the County's property during possession and until delivery and acceptance of property to the County.
- 7.4. The Contractor shall correct all apparent or latent deficiencies, defects in work, or any work that fails to conform at the Contractor's expense within ten (10) calendar days.

[The remainder of this page intentionally left blank]

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY’S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

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LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

DEFINITIONS

Contract: The agreement to perform the services set forth in a document signed by both parties with any attachments specifically incorporated.

Contractor: The Vendor to whom award has been made.

County: Lake County, Florida, a political subdivision of the State of Florida.

Proposal: Any offer submitted in response to a solicitation.

Solicitation: The written document requesting bids, quotes, or proposals from the marketplace.

Vendor: Any entity responding to a solicitation or performing under any resulting contract.

INSTRUCTIONS TO VENDORS

- A. Vendor Qualification: The County requires Vendors provide evidence of compliance with the requirements below upon request:
1. Disclosure of Employment.
 2. Disclosure of Ownership.
 3. Drug-Free Workplace.
 4. W-9 and 8109 Forms – as required by the Internal Revenue Service.
 5. Americans with Disabilities Act (ADA).
 6. Conflict of Interest.
 7. Debarment Disclosure Affidavit.
 8. Nondiscrimination.
 9. Family Leave.
 10. Antitrust Laws – By acceptance of any contract, the Vendor agrees to comply with all applicable antitrust laws.
- B. Public Entity Crimes: Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- C. Contents of Solicitation and Vendors' Responsibilities: The Vendor shall be thoroughly familiar with the requirements of this solicitation. Ignorance of these matters by the Vendor will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.
- E. Restricted Discussions: From the date of solicitation issuance until final County action, Vendors will not discuss any part of the solicitation with any employee, agent, or other representative of the County except as expressly authorized by the designated procurement representative. The only communications that will be considered pertinent to a solicitation are appropriately signed written documents from the Vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.
- F. Changes to Proposal: Prior to the scheduled due date, a Vendor may change its Proposal by submitting a new one with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original. The new submittal must contain the letter and all information as required in the solicitation.
- G. Withdrawal of Proposal: A Proposal will be irrevocable unless it is withdrawn as provided in a solicitation. A Proposal may be withdrawn, either physically or by written notice, at any time prior to solicitation award. If withdrawn by written notice, that notice must be addressed to, and received

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

by, the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the Vendor.

- H. **Conflicts within the Solicitation**: Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence will be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the Vendor to identify such conflicts to the designated procurement representative prior to the Proposal due date.
- I. **Prompt Payment Terms**: Payment for all purchases by County agencies will be made in a timely manner and interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The Vendor may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Proposal evaluation.

PREPARATION OF PROPOSALS

- A. The pricing section of a solicitation defines requirements of items to be purchased and must be completed and submitted with the Proposal. Use of any other form or alteration of the form may result in rejection of the Proposal.
- B. The Proposal submitted must be legible. Vendors shall type or use an ink to complete the Proposal. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the Vendor's firm must sign the Proposal. The County may reject any Proposal not signed by an authorized agent.
- D. The Vendor may submit alternate Proposals for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal."
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail. The County reserves the right to allow for clarification of questionable entries and the correction of obvious mistakes.
- F. Any Proposal received after the designated receipt date will be considered late and will not be considered for award.

COLLUSION

Where two (2) or more related parties each submit a Proposal for the same contract, such Proposals will be presumed to be collusive. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a Proposal for the same materials, supplies, services, or equipment will also be presumed to be collusive. Proposals found to be collusive will be rejected. Vendors which have been found to have engaged in collusion may be considered non-responsible and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

PROHIBITION AGAINST CONTINGENT FEES

The Vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure the Contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor, any consideration contingent upon or resulting from the award or making of the Contract.

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or immediate family member seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a Proposal. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

INCURRED EXPENSES

A solicitation does not commit the County to make an award nor will the County be responsible for any cost or expense which may be incurred by any Vendor in preparing and submitting a Proposal, or any cost or expense incurred by any Vendor prior to the execution of a purchase order or contract.

AWARD

- A. The Contract resulting from a solicitation may be awarded to the responsible Vendor which submits a Proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County will be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid, or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all Proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to reject offers containing terms or conditions contradictory to the County's.
- E. Award of a solicitation will be made to firms satisfying all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the Vendor's site or hold a pre-award qualification hearing to determine if the Vendor can perform the requirements of a solicitation.
- F. The Vendor's performance as a Contractor or subcontractor on previous County contracts will be considered in evaluating the responsibility of the Vendor.
- G. Any tie situations will be resolved in consonance with current written County procedure.
- H. The County has imposed a reciprocal match local vendor preference practice to ensure an equal procurement environment for all potential vendors unless prohibited by the funding source. More information is available on [Section 2-222, Local Vendor Preference](#).
- I. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- J. A Vendor wishing to protest any award decision resulting from a solicitation may do so per the [Procurement Protest Procedures site](#).

GRANT FUNDING

In the event any part of a Contract is to be funded by federal, state, or other local agency monies, the Vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Contractors are advised that payments under the Contract may

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

be withheld pending completion and submission of all required forms and documents required of the Contractor pursuant to the grant funding requirements.

STATE REGISTRATION REQUIREMENTS

Any entity conducting business in Florida shall either be registered or have applied for registration with the Florida Department of State in accordance with Florida law, unless exempt from registration. A copy of the registration may be required prior to award of a Contract. Additional information is available by visiting the [Florida Department of State home page](#).

PRIME CONTRACTOR

The Vendor awarded a Contract shall act as the Prime Contractor and will assume full responsibility for the successful performance under the Contract. The Awarded Vendor (Contractor) will be considered the sole point of contact regarding meeting all requirements of the Contract. All subcontractors may be subject to advance review by the County regarding competency and security concerns. No change in subcontractors may be made without the consent of the County after the award of the Contract. Contractor will be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. County may require the Contractor to provide any insurance certificates required by the work to be performed even if the subcontractor is self-insured.

SUBCONTRACTING

Unless otherwise stipulated in a solicitation, the Contractor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the Contract for default.

DISADVANTAGED BUSINESSES

The County has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

GENERAL CONTRACT CONDITIONS

The Contract will be binding upon and will inure to the benefit of each of the parties and respective successors and permitted assigns. The Contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by the parties. The failure of any party at any time to enforce any of the provisions of the Contract will in no way constitute or be construed as a waiver of such provision or of any other provision of the Contract, nor in any way affect the validity of, or the right to enforce, each and every provision of the Contract. Any dispute arising during Contract performance that is not readily rectified by coordination between the Contractor and the County user department will be referred to Procurement Services.

GOVERNING LAW

The interpretation, effect, and validity of any contract will be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action will be solely in Lake County, Florida. The Contractor hereby waives its right to a jury trial.

COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES

The Contractor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods or services specified in a solicitation. During the term of a Contract, the Contractor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the Contractor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against its employees or

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

applicants for employment. The Contractor understands that any Contract is conditioned upon the veracity of this statement.

CONTRACT EXTENSION

The County has the unilateral option to extend a Contract for up to ninety (90) calendar days beyond the current Contract period. In such event, the County will notify the Contractor in writing of such extensions. The Contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the Contractor. Exercise of the above options requires the prior approval of the Procurement Services Director.

MODIFICATION OF CONTRACT

Any Contract resulting from a solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract or purchase order as appropriate. This presumes the modification itself complies with all applicable County procedures.

ASSIGNMENT

The Contractor shall not assign or transfer any Contract resulting from a solicitation, including any rights, title or interest in the Contract, or its power to execute such Contract to any entity without the prior written consent of the County. This provision includes any acquisition or hostile takeover of the Contractor. Failure to comply may result in termination of the Contract for default.

NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within a solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services described in a solicitation in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services provided under the Contract.

OTHER AGENCIES

Other governmental agencies may make purchases in accordance with the Contract with Contractor consent. Purchases are governed by the Contract's terms and conditions except for the change in agency name. Each agency will be responsible and liable for its own purchases for materials or services received.

CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of any Contract period must, unless terminated by mutual written agreement between the County and the Contractor, continue until completion without change to the then current prices, terms and conditions.

WARRANTY

All warranties express and implied, must be made available to the County for goods and services covered by a solicitation. All goods furnished must be fully guaranteed by the Contractor against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided in the Contract will be in addition to the warranty and do not limit any right afforded to the County by any other provision of a solicitation. Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period at no expense to the County. The special conditions of a solicitation may supersede the manufacturer's standard warranty.

DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR

Contractor shall promptly correct all apparent and latent deficiencies or defects in work, or any work that fails to conform to the Contract documents regardless of project completion status. All corrections

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

must be made within seven (7) calendar days after such rejected defects, deficiencies, or non-conformances are verbally reported to the Contractor by the County's project administrator. Contractor must bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within seven (7) calendar days of receipt of the notice. If the Contractor fails to correct the work within the period specified in the notice, the County may place the Contractor in default, obtain the services of another Contractor to correct the deficiencies, and charge the incumbent Contractor for these costs, either through a deduction from the final payment owed to the Contractor or through invoicing. If the Contractor fails to honor this invoice or credit memo, the County may terminate the contract for default.

COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C-1). Visit [Lake County Tax Exemption Certificate page](#) to print a copy of the certificate. Except for items specifically identified by the Contractor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor will any Contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

SHIPPING TERMS, F.O.B. DESTINATION

The F.O.B. point for any product ordered will be F.O.B.: DESTINATION – Inside Delivery, FREIGHT ALLOWED. The County will not consider any Proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

ACCEPTANCE OF GOODS OR SERVICES

The products delivered as a result of a solicitation will remain the property of the Contractor, and services rendered under the Contract will not be deemed complete, until a physical inspection and actual usage of the products or services is accepted by the County and is in compliance with the terms in the contract.

Any goods or services purchased as a result of a solicitation or Contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the Contract or initiate corrective action on the part of the Contractor, to include return of any non-compliant goods to the Contractor at the Contractor's expense, requiring the Contractor to either provide a direct replacement for the item, or a full credit for the returned item. The Contractor shall not assess any additional charges for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the Contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in a purchase order or Contract, may be procured by the County on the open market, and any increase in cost may be charged against the Contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost will be withheld from any monies owed to the Contractor by the County for any Contract or financial obligation.

ESTIMATED QUANTITIES

Estimated quantities or dollars are for the Vendor's guidance only and may be used in the award evaluation process. No guarantee is expressed or implied as to quantities or dollar value that will be used during the Contract period. The County is not obligated to place any order for a given amount subsequent

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

to the award of a solicitation. In no event will the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

PURCHASE OF OTHER ITEMS

While the County has listed all major items within a solicitation, there may be ancillary or similar items purchased by the County during the term of a Contract. The Contractor will provide a price quote for the ancillary items. The County may request price quotes from all Contractors under Contract if there are multiple Contracts. The County reserves the right to award these ancillary items to the primary Contractor, another Contract Contractor based on the lowest price quoted, or to acquire the items through a separate solicitation.

Although a Contract may identify specific locations to be serviced, it is hereby agreed and understood that any County department or facility may be added or deleted to the Contract at the option of the County. The location change will be addressed by formal Contract modification. The County may obtain price quotes for the additional facilities from other Vendors if fair and reasonable pricing is not obtained from the Contractor, or for other reasons at the County's discretion. It is hereby agreed and understood that the County may delete service locations when such service is no longer required, upon fourteen (14) calendar days' written notice to the Contractor.

SAFETY

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to persons or property.

The Contractor shall provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations.

The Contractor shall designate a competent person of its organization whose duty will be the prevention of accidents at the site. This person must be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with County personnel. This person must be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Contract Manager.

MATERIAL SAFETY DATA SHEET (MSDS)

The Contractor is responsible to ensure the County has received the latest version of any MSDS required by 29 C.F.R. Section 1910.1200 with the first shipment of any hazardous material. The Contractor shall promptly provide a new MSDS to the County with the new information relevant to the specific material at any time the content of an MSDS is revised.

TOBACCO PRODUCTS

Tobacco use, including both smoke and smokeless tobacco, is prohibited on County owned property.

CLEAN-UP

If applicable, all unusable materials and debris must be removed from the premises at the end of each workday and disposed of in an appropriate manner. The Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager upon final completion.

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

PROTECTION OF PROPERTY

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest must always be protected against damage or interrupted services by the Contractor during the term of a Contract. The Contractor will be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the Contractor's operation on the property. In the event the Contractor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the Contractor.

CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES

Any Vendor that submits an offer in response to a County solicitation shall, at the time of such offer if required, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying the Vendor to perform the work proposed. If work for other trades is required in conjunction with a solicitation, and such work will be performed by subcontractors hired by the Vendor, an applicable Certificate of Competency/license issued to the subcontractors must be submitted with the Vendor's offer. The County may at its option and in its best interest, allow the Vendor to supply the subcontractors certificate/license to the County during the offer evaluation period. The Contractor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for a project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated in a solicitation. Damages, penalties, or fines imposed on the County or the Contractor for failure to obtain required licenses, permits, inspection or other fees, or inspections will be borne by the Contractor.

TRUTH IN NEGOTIATION CERTIFICATE

Any organization awarded a Contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting for each Contract that exceeds \$195,000.00. Any Contract requiring this certificate will contain a provision that the original Contract price and any additions will be adjusted to exclude any significant sums by which the County determines the Contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Contract adjustments will be made within one (1) year following the end of the Contract.

COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS

Proposals will be considered from firms which are regularly engaged in the business of providing or distributing the goods or services described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. The County may consider any evidence available to it of the financial, technical, and other qualifications and abilities of any Vendor responding under a solicitation, including past performance with the County. Vendors must have sufficient financial support and organization to ensure satisfactory delivery under the stated solicitation terms and conditions of any Contract awarded. In the event the Vendor intends to subcontract any part of its work or will obtain the goods specifically offered under the Contract from another source of supply, the Vendor may be required to verify the competency of its subcontractor or supplier. The County reserves the right, before awarding the Contract, to require a Vendor to submit such evidence of its or its subcontractor's qualifications.

RESPONSIBILITY AS EMPLOYER

The employees of the Contractor will always be considered its employees, and not an employees or agents of the County. The Contractor shall provide employees capable of performing the work as required. The County may require the Contractor to remove any employee it deems unacceptable. All employees of the Contractor may be required to wear appropriate identification.

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MINIMUM WAGES

Under the Contract, the wage rate paid to all laborers, mechanics and apprentices employed by the Contractor for the work under the Contract, must not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

PRICE REDETERMINATIONS

Contractor may petition for a price redetermination with documented increases in the cost of wages, fuel, or materials within 30 calendar days of the anniversary date of the Contract. Price redeterminations will be based upon changes documented by the applicable Employment Cost Index (ECI) or Producer Price Index (PPI) as published on the [Bureau of Labor Statistics site here](#). Contractor may petition for price redetermination for Contractor's minimum wage employees should the minimum wage increase during the Contract. Upon verification, the County may grant an increase matching the minimum wage increase.

INDEMNIFICATION

To the extent permitted by law, the Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract by the Contractor or its employees, agents, servants, partners, principals or subcontractors. The Contractor shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. The Contractor expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by the Contractor will in no way limit the responsibility to indemnify, keep and hold harmless and defend the County or its officers, employees, agents and instrumentalities as provided in a solicitation or any Contract arising from a solicitation.

TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate the Contract upon thirty (30) days' written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Contract. The County will be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The County will be the sole judge of "reasonable costs."

TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the Contract will be cancelled, and the Contractor will be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

TERMINATION FOR DEFAULT

The County reserves the right to terminate any Contract arising from a solicitation, in part or in whole, or affect other appropriate remedy in the event the Contractor fails to perform in accordance with the terms and conditions stated in the Contract. The County further reserves the right to suspend or debar the Contractor in accordance with the County's ordinances, resolutions and administrative orders. The Contractor will be notified by letter of the County's intent to terminate and the Contractor will be given

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

ten (10) calendar days to cure the breach. In the event of termination for default, the County may procure the required goods and services from any source and use any method deemed in its best interest. All re-procurement costs will be borne by the Contractor.

FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other Contracts with such individual, corporation or entity with such Contractor held responsible for all direct or indirect costs associated with termination or cancellation, including attorneys' fees.

RIGHT TO AUDIT

The County reserves the right to require the Contractor to submit to an audit, by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to the contract at its place of business during regular business hours. The Contractor shall retain all records pertaining to the contract and upon request make them available to the County for three (3) complete calendar years following expiration of the contract. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

If the Contractor provides technology services, the Contractor must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the County. The SOC reports must be full Type II reports that include the Contractor's description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the Contractor.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the County's audit must be reimbursed to the County by the Contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the County's audit findings to the Contractor.

This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of any work under the contract.

PROPRIETARY/CONFIDENTIAL INFORMATION

Vendors are hereby notified that all information submitted as part of a Proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The Vendor should not submit any information in response to a solicitation which the Vendor considers proprietary or confidential. The submission of any information to the County in connection with a solicitation will be deemed a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

PUBLIC RECORDS LAW

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the contract:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY

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TO PROVIDE PUBLIC RECORDS RELATING TO THIS SOLICITATION, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-343-9839, PURCHASING@LAKECOUNTYFL.GOV, BY MAIL, OFFICE OF PROCUREMENT SERVICES, ATTN: RON FALANGA, P.O. BOX 7800 TAVARES, FL 32778.

By entering into the Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, the Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

- A. Keep and maintain public records required by the County to perform the services and work provided pursuant to the Contract.
- B. Upon request from the County’s custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the County.
- D. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County’s custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County’s Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor’s failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor’s failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney’s fees and costs arising therefrom. Contractor authorizes County to seek

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declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

COPYRIGHTS

Any copyright derived from a Contract will belong to the author. The author and the Contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the Contractor in any deliverable or report for the County's use which may include publishing in County documents and distribution as the County deems to be in its best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable will be considered defective and not acceptable and the Contractor will not be eligible for any compensation.

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or Contractor to use or display County's Intellectual Property. The County has the right to redact the County Logo displayed on any submission.

SOVEREIGN IMMUNITY

County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of County beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against County, which would otherwise be barred under the law.

COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under a Contract must be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

E-VERIFY

Upon award of a Contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the Contractor during the term of the Contract.

The Contractor shall include in all contracts with subcontractors performing work pursuant to any Contract, an express requirement that subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by subcontractors during the term of the subcontract.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

The Contractor may be required to execute a Business Associate Agreement, pursuant to the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) (codified at 42 U.S.C. Section 1320d, *et. seq.*), and regulations contained in 45 C.F.R. Parts 160 and 164.

If the Contractor obtains any information governed by 42 U.S.C. Section 290dd-2 and the regulations implemented by the Substance Abuse and Mental Health Services Administration at 42 C.F.R. Part 2 (collectively referred to as the "SAMHSA regulations"), whether from the County or another source, while providing services to the County under the contract, the Contractor shall only use or disclose that information pursuant to the SAMHSA regulations.

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The Contractor will also comply with any and all laws under the State of Florida governing the confidentiality of health information, including but not limited to records or other documents containing medical, mental health, or substance abuse information.

FORCE MAJEURE

The parties will exercise every reasonable effort to meet respective obligations under the Contract but will not be liable for delayed performance or nonperformance resulting from a force majeure. A party that becomes aware of a force majeure that will significantly delay performance will notify the other party promptly, within 15 calendar days, after it discovers the force majeure. If a force majeure occurs, the parties may execute a contract modification or change order to extend the performance schedule or make accommodations that are reasonable under the circumstances.

NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time may be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the work will relieve the Contractor of duty to perform or give rise to any right to damages or additional compensation from the County. The Contractor's sole remedy will be the right to seek an extension to the Contract time. However, this provision will not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

CERTIFICATION REGARDING SCRUTINIZED COMPANIES

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of \$1 million or more:

By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services of \$1 million or more may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

ANTI-TRAFFICKING RELATED ACTIVITIES

The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to come federally funded contracts and prohibit contractors, contractor employees, and their agents from:

A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;

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- B. Procuring commercial sex acts during the period of performance of the contract;
- C. Using forced labor in the performance of the contract;
- D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- E. Using misleading or fraudulent practices during the recruitment of employees;
- F. Charging employees or potential employees recruitment fees;
- G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;
- H. Providing or arrange housing that fails to meet the host country housing and safety standards; or
- I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

NOTICES

All notices given by one party to the other party under a contract must be delivered to the receiving party's address set forth on the Contract either by hand, qualified courier, or e-mail and will be deemed received the day after it is transmitted. For County, it must be addressed to the Office of Procurement Services, Post Office Box 7800, 315 West Main Street, Suite 441, Tavares, Florida, 32778 or emailed to purchasing@lakecountyfl.gov.

[The remainder of this page intentionally left blank]

The undersigned hereby declares that: NORTH AMERICA FIRE COMPANY, INC. has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **FIRE EQUIPMENT, SUPPLIES, AND SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

The Contractor shall email the County's using department (egminer@lakecountyfl.gov) an accurate invoice within 30 calendar days after delivery. Invoices should reference the purchase/task order, ship date, tracking number, and ship-to address, list price, percent discount, and unit cost. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: YES

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the [General Terms and Conditions for Lake County Florida](#) and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with

any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. YES

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable and enter OSD Certification Number Click or tap here to enter text. and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

8.0 FEDERAL FUNDING REQUIREMENT:

N/A

9.0 RECIPROCAL VENDOR PREFERENCE:

N/A

10.0 GENERAL VENDOR INFORMATION:

Firm Name: NORTH AMERICA FIRE EQUIPMENT CO., INC. (NAFECO)
Street Address: 1515 WEST MOULTON STREET
City: DECATUR State and ZIP Code: AL, 35601
Mailing Address (if different): (SAME AS ABOVE)
Telephone: 256-353-7100 Fax: 256-355-0852
Federal Identification Number / TIN: 63-0725655
DUNS Number: 05-098-3451

11.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: RONALD WOODALL

Date: 4/27/2022

Ronald Woodall



Print Name: RONALD WOODALL

Title: VICE PRESIDENT

Primary E-mail Address: ronald.woodall@nafeco.com

Secondary E-mail Address: n/a

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

NORTH AMERICA FIRE EQUIPMENT CO., INC. (NAFECO)			
ITEM #	SAVE AND SUBMIT AS AN EXCEL FILE		
1	WWW.NAFECO.COM		
	SHOP LOCATION		
2a	17641 E Colonial Dr, Orlando, FL 32820		
2b	SHANNON SAULS		
2c	Labor for Equipment Repair (not under warranty)	\$100.00	per hour
2d	Pickup or delivery services offered?	YES	
2e	Pick up / delivery fee for Equipment	\$65.00	per call

The following information is required for price redetermination consideration.

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	20
Which does the firm use: Diesel fuel or Gasoline?	BOTH
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	50
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	30

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

LIST MANUFACTURER SUPPORTED.

3	MANUFACTURER	Hourly Service Rate	Factory Authorized Service Center? YES/NO
	ALSO SEE ATTACHED ADDITIONAL SHEET	\$100.00	YES



NAFECO

Fire &
Rescue

Law
Enforcement

EMS
Supplies

Industrial Safety
Options (ISO)

Lake County, FL
22-730
Fire Equipment, Supplies and Services

Additional Information

EXCEPTION TO DELIVERY REQUIREMENTS:

Due to the current global supply chain issues, NAFECO will make every attempt to delivery orders within ten (10) days ARO, however many manufacturers have extended delivery times. Delivery will vary dependent upon manufacturer, product ordered and quantities ordered. Currently, some manufacturers have lead times as far out as 6 months ARO.

CURRENT CATALOG AND MANUFACTURER'S PRICE LISTS:

Per Exhibit A, Section 2, Item 2.2, NAFECO will provide requested manufacturer's price lists/catalogs upon request.



Join Mailing List Scan QR Code or www.nafeco.com/subscribe

www.nafeco.com

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800-628-6233



NORTH AMERICA FIRE EQUIPMENT CO., INC. (NAFECO)				
SAVE AND SUBMIT AS AN EXCEL FILE				
FIRM'S WEBSITE:		WWW.NAFECO.COM		
Warehouse Location(s):		Orlando FL, Clearwater, FL, Atlanta, GA, Decatur, AL, Sandston, VA,		
Contact Information For Emergency/Disaster Services (24/7)				
		Name:	SHANNON SAULS	
		Email:	SHANNON.SAULS@NAFECO.COM	
		Emergency Phone:	256-353-7100/ 470-214-2138	
List manufacturer brands supported.				
MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
5.11 Tactical	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Able 2 Sho Me	21.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Action Coupling	21.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Advanced Impressions	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Aegis	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Aeromax Toys	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Aervoe	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Afast Nozzles	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Ajax Tools	8.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Akron Brass	25.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Alco-Lite	4.00%	Varies by product selection	FOB ORIGIN + 50%	www.nafeco.com
Alert Visions	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Alliance Mercantile-Viking Wear	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Amerex	30.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Ameri-Viz	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Anchor Uniform	15.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Ansell Healthcare-Microflex	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Ansell Protective Solutions	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Ansul-Chemguard	16.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Armor Express	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
ASP USA	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Atlenco-Tru Spec	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Augusta Sportswear	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Avon Manufacturing	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Avon Protection-ISI-Argus	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
B&B Fire Equip-FKA POK	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Bates	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Batteries Plus	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Bayco Products	30.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Bayly Headwear	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Bellville Boots	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Black Diamond Boots	12.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Blackinton	18.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Blue Generation	18.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Blue Pointe Sportswear	15.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Bluewater Rope	18.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Bolle Safety	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Boston	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Boston Leather	18.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Broberry-Carhartt FR	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Broder Bros	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Capps Shoe	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Cardiac Solutions	15.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Carhartt	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Casella	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Cast Products	21.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
CET	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Charles River Apparel	15.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Chicago Protective Apparel-CPA	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Circle D	7.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
CMC	12.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Coaxsher	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Cobra Caps	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Code 3	12.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Command Light	3.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
CoolCop	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Cotton Eyed Joes	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Cougar Tactical	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Council	20.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Covert Armor	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Crestar	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Danner-Lacrosse	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Dicke Safety Products	2.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Don Hume	20.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Draeger	12.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Dragon Fire Gloves	2.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Duo-Safety	2.00%	Varies by product selection	FOB ORIGIN+50%	www.nafeco.com
Dutyman	2.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Eagle Compressors	2.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Eagle Manufacturing	2.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Edwards & Cromwell	4.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Edwards Gament Co	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Edwards Mfg Co	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Eisman Ludmar	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Elbeco Uniforms	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Elk River Products	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Elkhart Brass	36.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Embroidery Services	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Enforcer One	25.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
ERB Industries	15.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Ergodyne	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
ESS	12.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Euramco - Ramfan	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
EZ Spanner-Better Tools	20.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Fat Ivan	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Fechheimer	4.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Federal Signal	12.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Fine Print	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Fire Hooks Unlimited	2.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Fire House Decals	2.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Fire Innovations	11.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Fire Ninja	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Fire Research	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
FireAde Foam (FSP-Fire Ade)	25.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Firecom	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Firecraft	2.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
First On Socks	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
First Tactical	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Flir	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Foldatank	16.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Foxfury	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Game Sportswear	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Gasco Gas	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Gateway Safety	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Gemtor	12.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Gerber Outerwear	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Gerber Tools	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
GH Armor	22.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Gildan	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Gillette Generators	1.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Glacier Tek	1.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
Glas-Master	8.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
Golfire	2.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
Golight	2.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
Groves	2.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
Haix	18.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
Hale	11.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
Hammerhead Ind-Gearkeeper	5.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
Hanes	5.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
Hankin Bros Cap Co	5.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
Hannay	2.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
Hanover Leather	5.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
Harrington	24.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
Harris Ind	10.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
Hazmat DQE	5.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
HD Electric	2.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
Honeywell Rae	2.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
Honeywell Respiratory FKA Sperian	12.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
Husky Drop Tank	10.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
Hydra-Shield Fryelane	6.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
Innotex	2.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
Justrite Mfg	11.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
JYD	5.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
K-Tool	5.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
Kappler	3.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
Key Fire Hose	34.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
Keystone Uniform Cap	5.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
Kidde US	2.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
KNP Headwear	10.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
Kochek	31.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
Kussmaul	8.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
Lakeland Ind	10.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
Liberty	5.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
Liberty Uniform	12.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
Lightning X Products	5.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
LION Structural Gear	36.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
LION Helmets	36.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
LION Boots	35.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
LION Express Gear	37.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
LION Gloves	15.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
LION Hoods	11.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
LION Total Care	3.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
LION Uniforms	20.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
LION MT-94	3.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
LION MedPro & VersaPro	11.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
LION-Bullex Training Products	2.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
Majestic Fire Apparel	5.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
Majestic Gloves	5.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
Mechanix Wear	5.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
Meiko USA Inc	5.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
Meret	5.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
Merrell Footwear	20.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
Moritz Emblem	3.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
MTS Safety	10.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
N Vision Optics	2.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
NAFFCO.COM	4.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
National Safety Apparel	5.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
New Pig Corp	3.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
Niedner	5.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
Nielsen Mfg	3.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
Northwest River Supply-NRS	2.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
Pac Mule	8.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
Pacific Headwear	2.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
Pacific Reflex	2.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Paul Conway	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
PEB Enterprises	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Pelican	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Pellerin-Milnor	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Performance Advantage Co-PAC	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Perimeter Solutions-FKA PhosChek-ICL	4.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Petra Roc	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Petzl	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
PGI	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Phalanx Defense Systems-PDS	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Plug N Dike	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
PMI	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Point Blank	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Portwest	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Premier Emblem	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
ProKure Solutions	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Propper	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Propper	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
R & B Fabricators	12.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Radians Industrial Safety-CSS	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Red Back Boots	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Red Head Brass	14.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Reflective Apparel	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
RefrigiWear	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Ringers	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
RIT Safety	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Rite in the Rain	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
RKI Instruments	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Rocky Boots	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Rothco	8.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Royce Shields	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Safariland-Bianchi-Hatch	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Safewaze	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Samuel Broom Uniform Accessories	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
SanMar	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
SCBAs	18.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
School Apparel Inc	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Scott Plastics-Scotty FF	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Seattle Gloves	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Shelby	18.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Skedco	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Smith & Warren	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Sound Off	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Sound Uniform Solutions -Olympic Uniforms	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
South Park	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Southeastern	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Southeastern Shirt	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Spiewak	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Spilfyter - National Pkging Serv	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Spyderco	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Stahls Transfer Express	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Stallion Leather	1.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Star Products	1.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Starfield Lion	30.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Stat Packs	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Steck	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Sterling Rope	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Stop Heart Attack	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Stop-Lite Sign	1.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Stratton Hats	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Streamlight	40.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Super Vac	25.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Superfeet	15.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Superior Flamefighter	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Surefire	15.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Tact Squad	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Tact Squad-United Uniforms	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Taylor's Leatherwear	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Taylor's Tins	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Team Equip	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Tele-Lite	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Tempest-Leader	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Tempo Gloves	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
The Meter Stick	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Thorlo	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Thorogood	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Tiger Hill	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Tingley Rubber Corp	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Tonix	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Topps Safety Apparel	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Tri-Mountain	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Tru Spec	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
True North - Dragonwear	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
TSF Sportswear	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Turtle Plastics	6.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Underwater Kinetics	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
United Uniforms (covers Honor Guard)	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
US Coupling	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
US Night Vision Corp	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
VF Imagewear-Dickies, RedKap, Horace Small, Bulwark-Work Wear Outfitters	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Waterous	14.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Weddle Tool	1.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Weinbrenner	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Weldon	18.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Whelen	12.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Whelen Industrial	12.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Wiley X	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Will-Burt	4.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Winco	8.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Wolfpack Gear	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Wolverine Worldwide	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Workrite	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Xtreme Visibility	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Ziamatic	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com

File Attachments for Item:

C. Discussion on increasing the maximum square footage requirements, etc. for permanent signs.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting

MEETING DATE March 3, 2026

SUBMITTED BY: Ingrid Allen, Town Planner, Building Department

SUBJECT: Discussion on increasing the maximum square footage requirements, etc. for permanent signs.

SUMMARY:

At the November 4, 2025 Town Commission meeting, a public comment was made by Edward Atamian, President of the Board of Trustees for Villa Magna Condominium, regarding the proposed replacement of permanent signage near the Condo's three (3) driveway entrances located along State Road A1A (see Attachment No. 1). The proposed size of this new signage exceeds the maximum square footage requirements for signage found in Chapter 23 of the Town Code of Ordinances (see Table No.1). Consensus from the Town Commission was to add a discussion item on this topic on the December 2, 2025 Commission agenda.

At the December 2, 2025 Town Commission meeting, Commission consensus was to have the Planning Board ("Board") review the Town's permanent sign code regulations keeping in mind Villa Magna's request as a real-world example. The Commission's direction to the Board included consideration of the following:

- Appropriate standard for maximum sign size. How large is too large? Should larger condominiums have larger signs?
- Colors and illumination of signs.
- What is the "right" signage look and size for Highland Beach and does it fit the Town's aesthetic.
- Safety of pedestrians and roadway including visibility and site lines.
- Appeal or variance process for signage.
- Review other municipality sign codes.

At the January 8, 2026 Planning Board meeting, the Board moved to recommend the following amendments to the Town's Sign Regulations to the Town Commission:

- Increasing the sign size using Boca Raton's sign code as reference.
 - Allowing for a variance procedure for dimensional requirements; and
 - Adding in universal rules across all condos subject to the criteria that the sign should fit in with the overall property and the building, and use similar materials.
-

Town Permanent Sign Regulations:

Section 23-5 of the Town Code provides the following size, color, illumination, aesthetic, and traffic safety regulations for permanent signage (see Attachment No. 2 for entire sign code):

- *In all zoning districts, one entrance (ingress) and one exit (egress) sign is permitted for directing traffic flow. Each sign may be single-faced or double-faced and shall meet Department of Transportation standards, and **not exceed three (3) square feet in size**. Each sign **may be illuminated or non-illuminated** as determined by the owner and police department. A permit is required.*

- *One permanent single-faced or double-faced sign **not to exceed ten (10) square feet per face** may be permitted. Such sign **must be illuminated, but not with intermittent or colored lights or animation**. The sign may be erected on a base not to exceed one foot six (6) inches in height. The base shall not exceed the dimensions of the sign by more than one foot in any direction.*

- *In the case of intracoastal property, one additional permanent sign identifying the development may be allowed. This additional sign may also be single-faced or double-faced, **not to exceed ten (10) square feet per face**. It **may be illuminated, but not with intermittent or colored lights or animation**. A permit is required.*

- *Garishness: The overall effect of the lettering, configuration or color of a sign shall not be garish. "Garish" signs are those that are too bright or gaudy, showy, glaring, and/or cheaply brilliant or involving excessive ornamentation. Garish signs are not in harmony with and are not compatible with the building or adjacent surroundings.*

- *Traffic safety: No sign shall be located in such a manner that it will become **a hazard to automotive or pedestrian traffic** nor shall any sign or lighting of a sign be so placed as to obstruct the vision of the driver of any motor vehicle where vision is necessary for safety.*

- *Illumination: Signs may be illuminated directly or indirectly unless specifically prohibited elsewhere in this chapter. **In residential zoning districts, all illumination shall be shielded so that the light is not directed toward adjacent residentially zoned property.***

TABLE NO. 1		
Type of Sign	Villa Magna's Proposed Sign dimensions	Town Code Permanent Sign Regulations
Monument Sign	24 square feet	10 square feet
Ingress/Egress Signs	11 square feet	3 square feet
Intracoastal Sign	10.67 square feet	10 square feet

Visibility Triangles:

The Town's Zoning Code (Chapter 30) provides for the following restrictions that apply to signage located within any visibility triangle:

Sec. 30-68(o) Visibility triangles:

(5)Obstructions. Obstructions within visibility triangles are prohibited. The restrictions listed below shall apply to landscaping, bus shelters, benches, newspaper racks, **signs**, and other structures or appurtenances within any visibility triangle.

a.As indicated in Figure 30-4A and Figure 30-4B, **signs**, walls, or landscaping, excluding ground cover, **shall not be located within three (3) feet of either side of an access driveway located within twenty (20) feet of the edge of a pavement of the public street.**

b. Within a visibility triangle, structures, plantings, or foliage shall not be permitted within the clear zone established between the heights of two (2) feet and eight (8) feet above ground level. The clear zone shall be measured from the crown of the abutting roadway, or in the case of an intersection, from the crown of the roadway with the lower elevation. However, clear tree trunks and **supports for street signs**, traffic control signs and traffic signals which meet state and county standards **shall be permitted**. Limbs and foliage of trees and shrubs planted outside the area of a visibility triangle shall not extend into said triangle or clear zone.

c. Parking or vehicular use areas shall not be permitted within a visibility triangle.

Appeals:

According to Section 30-40(a) of the Town Code, a variance only applies to a reduction in dimensional requirements found in Chapter 30 (Zoning Code). As noted above, the sign code is provided in Chapter 23 of the Town Code and therefore a variance is not applicable for permanent signage. Section 23-8 of the sign code does allow for an appeal for a denied sign permit as follows:

Sec. 23-8. Appeals.

*If a sign permit application is denied by the building official. The board of adjustment and appeals shall hear and decide appeals where it is **alleged there is error in any order, interpretation, requirement, decision, or determination** made by the building official in the administration or enforcement of this chapter. A request for appeal must be filed with the town clerk within ten (10) business days of the date of the matter being appealed.*

Staff prepared a comparison table whereby permanent sign regulations, as they pertain to multiple-family residential uses, are provided for Boca Raton, Deerfield Beach and Delray Beach (see Attachment No. 3). In addition, the Town's Code Compliance Officer prepared a spreadsheet with the approximate height and width of all current condominium signage (frontage) as well as corresponding photographs of such signs (see Attachment No. 4).

FISCAL IMPACT:

N/A

ATTACHMENTS:

Villa Magna proposed signage (Attachment No. 1)

Town sign code (Attachment No. 2)

Other municipality sign regulations: comparison table (Attachment No. 3)

Height and width of all current condominium signage/photos (Attachment No. 4)

Town Attorney memorandum: Amendments to the Town's Sign Regulations (SB 180)

Ordinance Process flowchart

RECOMMENDATION:

At the discretion of the Town Commission.

RECEIVED

NOV 03 2025

Town of Highland Beach, FL
Town Clerk's Office



villa magna

November 3, 2025

Lanelda,

I've provided binders for all of the Commissioners, David Allen and Jeff Remas, and yourself.

Please distribute for us and we'll see you at 1:30 tomorrow.

Wish us luck!

Ellen



Ellen Bonder
General Manager
LCAM

CONDOMINIUM ASSOCIATION, INC.
2727 South Ocean Boulevard
Highland Beach Florida 33487

P-561-272-1576 ext. 2
manager@villamagnacondominium.com

Public Comment 11/4/2025 Town Comm. Mtg



RECEIVED

NOV 03 2025

Town of Highland Beach, FL
Town Clerk's Office

October 31, 2025

Dear Highland Beach Commissioners and Staff,

We hope this finds everyone well and looking forward to a great season! We're excited to share our proposed plans to replace our existing Monument Signage and add an additional sign on the west side of A1A. We conceived of this project when the FDOT A1A project was announced, and have worked for many months on the designs of the new signage, along with a renovation of our landscaping on our front lawn and our west side "park".

Our major concern is SAFETY, and our most important objective is to replace our current signage with new signage that is designed and located to produce greater visibility and improved sight-lines. Our current conditions are extremely dangerous. We have 370 linear feet of frontage and three driveways, and we border with the hotel on our south side, which adds tremendously to our traffic volumes. We constantly witness cars and trucks pulling into one of our driveways, only to back into traffic to turn around. The plans that we propose include only one item that we are asking for your support to resolve and approve, and that is the 2nd sign on the south side of our ramp to the parking deck.

We have had a preliminary meeting with Staff and we're including a handout for all five Commissioners, along with Jeff and Ingrid. Our plan is to attend the November 4th Town Commission meeting and speak under Public Remarks. We will be respectfully requesting your cooperation and support by approving our "code exception". We understand that this is our only path, and look forward to your comments.

Thank you very much in advance for your consideration of this matter.

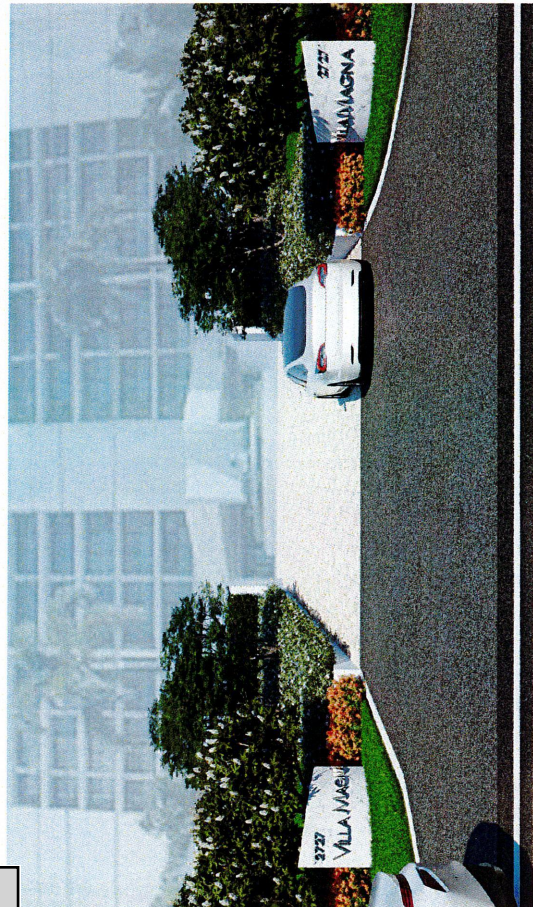
Respectfully,

THE VILLA MAGNA BOARD OF DIRECTORS

Public Comment 11/4/2025 Town Comm. Mtg.



EXISTING ENTRY SIGN



PROPOSED ENTRY SIGNS



PROPOSED ENTRY SIGNS (NIGHT RENDERING)



EXISTING ENTRY SIGN (NORTHERN SIDE)



PROPOSED ENTRY SIGN (NORTHERN SIDE)



EXISTING ENTRY SIGN (NORTHERN SIDE) - NIGHT VIEW



PROPOSED ENTRY SIGN (NORTHERN SIDE) - NIGHT RENDERING



DIRECTIONAL SIGN - NORTH SERVICE (EXISTING) - NIGHT VIEW



DIRECTIONAL SIGN - NORTH SERVICE (EXISTING)

DIRECTIONAL SIGN - NORTH SERVICE (PROPOSED)



DIRECTIONAL SIGN - NORTH SERVICE (PROPOSED) - NIGHT RENDER



DIRECTIONAL SIGN - SOUTH PRIVATE (EXISTING)



DIRECTIONAL SIGN - SOUTH PRIVATE (EXISTING) - NIGHT VIEW



DIRECTIONAL SIGN - SOUTH PRIVATE (PROPOSED)



DIRECTIONAL SIGN - SOUTH PRIVATE (PROPOSED) - NIGHT RENDER



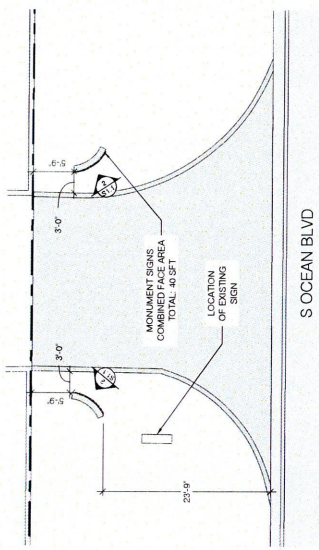
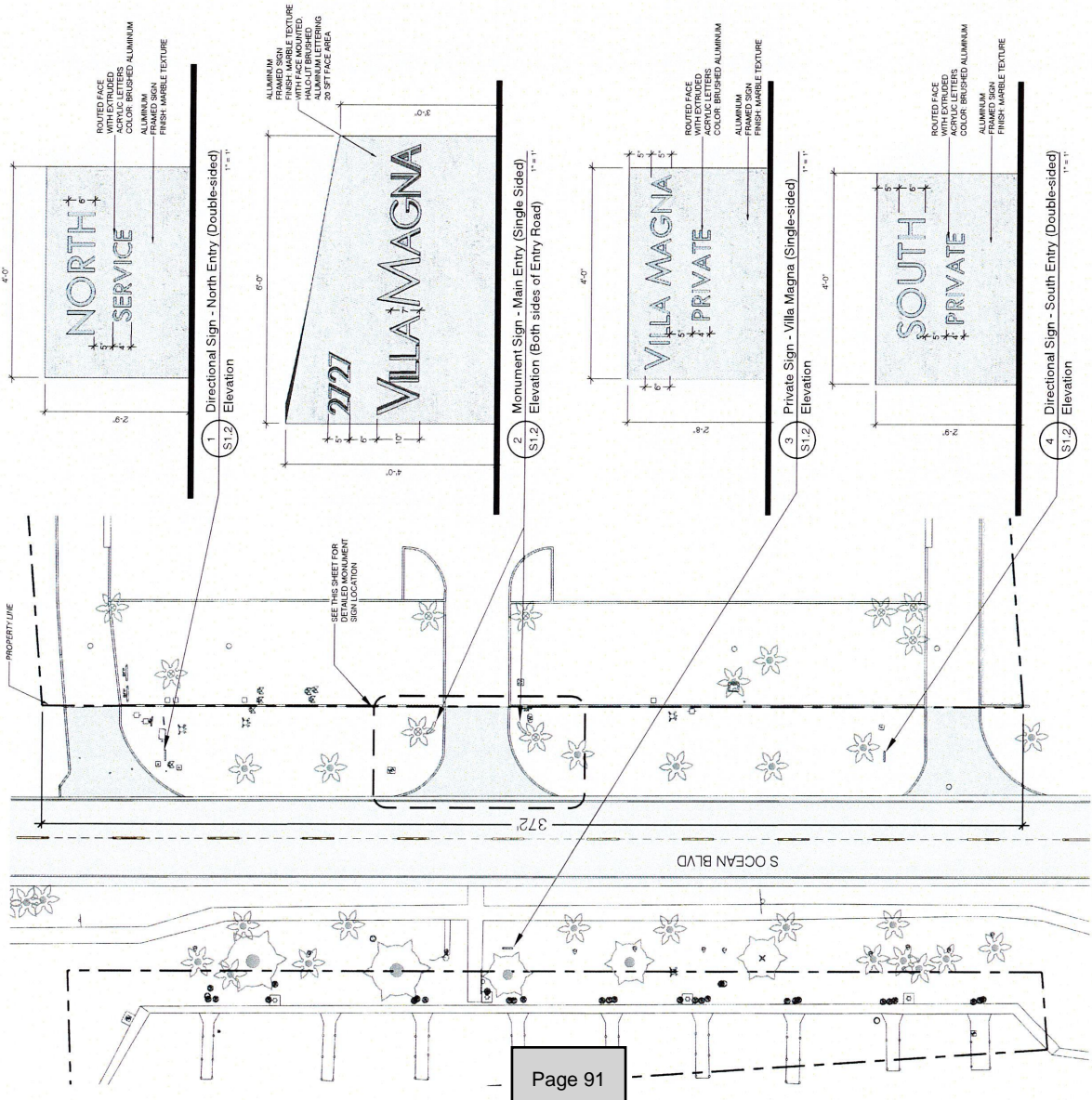
EAST SIDE - PRIVATE VILLA MAGNA PRIVATE SIGN (EXISTING)



WEST SIDE - PRIVATE VILLA MAGNA PRIVATE SIGN (PROPOSED)



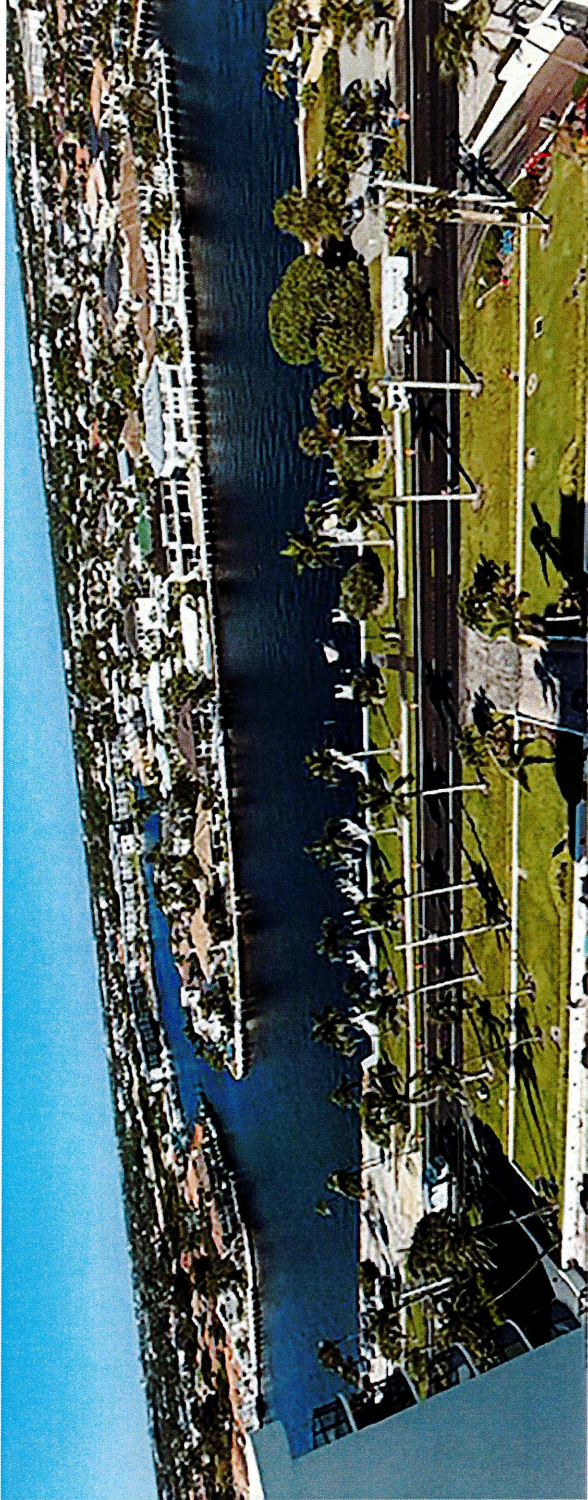
WEST SIDE - PRIVATE VILLA MAGNA PRIVATE SIGN (PROPOSED) - NIGHT RENDER



5 SIGNAGE LOCATION 1" = 1' Plan

scale 1/8" = 1'

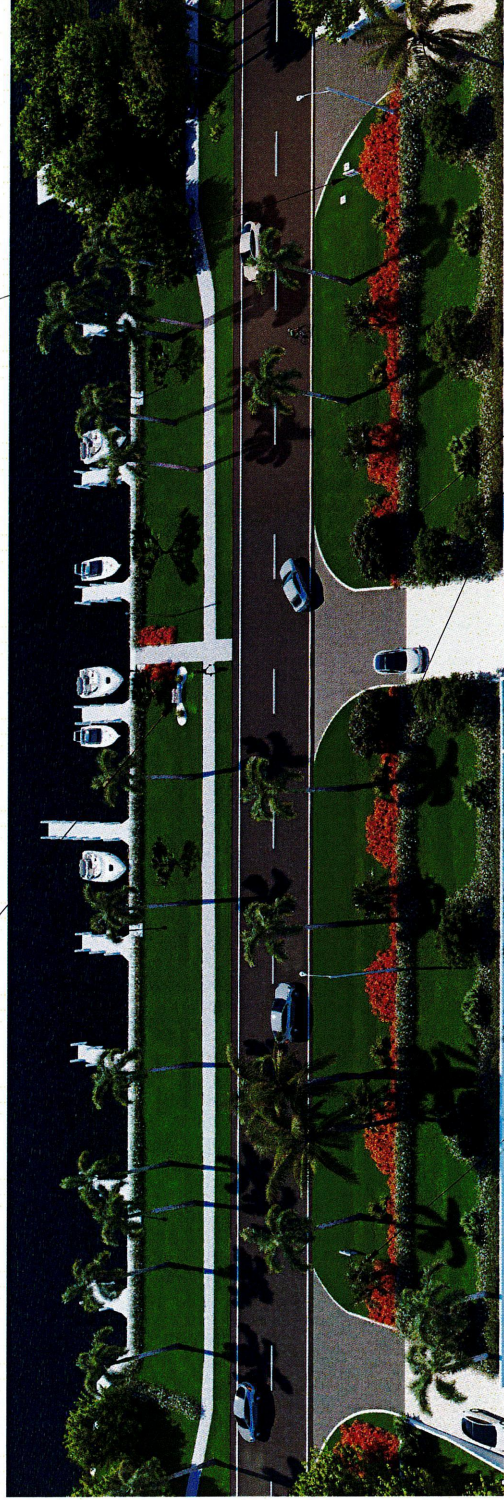
1 SIGNAGE PLAN 1" = 20'



EXISTING BIRDS EYE - PROJECT VIEW

Private Sign - Villa Magna (Single-sided)

Directional Sign - North Entry (Double-sided)



Directional Sign - South Entry (Double-sided)

Monument Signs - Main Entry (Single-sided)

PROPOSED BIRDS EYE - PROJECT VIEW

Chapter 23 SIGNS AND ADVERTISING¹

Sec. 23-1. Definitions.

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

Area of sign means the square foot area enclosed by the perimeter of the sign structure with each face contributing to the aggregate area.

Banner means a sign applied to cloth, paper or any animated rotating and/or fluttering devices used to attract attention (including colored or plain unadorned devices, i.e., flaps).

Double-faced sign means a sign with two (2) faces, mounted back to back, attached to a support, and/or a single sign with two (2) faces.

Electrical sign means a sign or sign structure in which electrical wiring, connections and/or fixtures are used as part of the sign proper or used in an adjacent or nearby area to illuminate a sign.

Flag means a piece of cloth usually attached at one edge to a staff/pole or cord containing distinctive colors, patterns or symbols, identifying a government or political subdivision.

Intermittent lighting, animation, moving or rotating sign means a sign shall not involve intermittent lighting, animation, motion or rotation of any part of a sign structure or display; except for governmental traffic signals, traffic devices and traffic signs as required by law.

Nonconforming sign means a sign erected prior to June 2, 1987, which does not conform to this chapter.

Obscene sign means a sign exhibiting thereon any lewd, lascivious, or obscene, character, or illustration.

Off-premises sign means a sign that advertises an establishment, merchandise, a service, or entertainment which is sold, produced, manufactured, or furnished at a place other than the premises on which the sign is located, however, non-commercial messages shall never be considered off-premises.

Permanent sign means a sign used to identify or name a residence, apartment or condominium building, motel or hotel.

Premises means the real property (as a unit) which is involved by the sign; includes the land or the land and the building(s).

Real estate sign means a sign advertising the premises for rent, for sale or for lease by an owner or his agent.

Roof sign means a sign erected on the roof, or above the roof line, or on the parapet.

¹Editor's note(s)—Ord. No. 14-006, § 2, adopted July 1, 2014, repealed the former chapter 23, §§ 23-1—23-13, and enacted a new chapter 23 as set out herein. The former chapter 23 pertained to similar subject matter. See Code Comparative Table for complete derivation.

Cross reference(s)—Alcoholic beverages, Ch. 3; buildings and structures, Ch. 6; food and food services, Ch. 10; licenses and license taxes, Ch. 15; motor vehicles and traffic, Ch. 16; planning and development, Ch. 20; streets, sidewalks and bicycle/walkway paths, Ch. 25; subdivisions, Ch. 26; zoning, Ch. 30.

State law reference(s)—Sign ordinances, F.S. §§ 163.3202(2)(f), 166.0425; outdoor advertising, F.S. ch. 479.

Searchlight means a large light used to attract attention by lighting the sky for the purpose of advertising.

Sidewalk or sandwich sign means a movable sign, not secured or attached to the ground.

Sign. The term "sign" shall mean any surface, fabric, device or display which bears lettered, pictorial or sculptured matter, including forms shaped to resemble any human, animal or product designed to convey information to the public and is visible from an abutting property, from a public street, sidewalk or right-of-way, or from a body of water. The term "sign" shall include all structural members. A sign shall be construed to form a single unit. In cases where matter is displayed in a random or unconnected manner without organized relationship of the components, each such component shall be considered a single sign. The term "sign" shall not include: artwork, holiday or seasonal decorations, cemetery markers, or machinery or equipment signs.

Temporary sign. The term "temporary sign" shall mean any sign that is not a permanent sign, and shall include a sign formerly or commonly known as a temporary election sign, a temporary political sign, a temporary free expression sign, a temporary real estate sign, a temporary directional sign, a temporary construction sign, a temporary grand opening sign, or any other temporary sign unless otherwise provided herein. The term "temporary sign" shall not include any substitution of message on an existing lawful sign or sign structure.

Traffic confusion sign means a sign or other advertising matter erected at the intersection of any streets or in any street right-of-way in a manner so as to obstruct free and clear vision; or at any location where, by reason of the position, shape, or color, it may interfere with, obstruct the view of, or be confused with any authorized traffic sign, a traffic signal, or traffic device; or which makes use of the words "stop", "look", "drive-in", "danger", or any other word, phrase, symbol, or character in a manner as to interfere with, mislead, or confuse vehicular traffic.

Vehicular sign means a sign placed on a vehicle or trailer that is parked on a street, public right-of-way or private property for the primary purpose of displaying the sign for advertising a commercial enterprise.

(Ord. No. 14-006, § 2, 7-1-14; Ord. No. 16-011, § 2, 11-1-16)

Sec. 23-2. Purpose.

The purpose of this chapter is to govern the number, size, location and character of all signs which may be permitted. No sign shall be erected or permitted in any location except in conformity with this chapter. This chapter is intended to prevent the random and indiscriminate erection of signs and to provide for the protection of the residential aspect of the town.

(Ord. No. 14-006, § 2, 7-1-14)

Sec. 23-3. Permit—Required; application; exemptions; waiver.

- (a) It shall be unlawful for any person to post, display, repair, change or erect a sign in the town without first obtaining a permit or registration, except as provided in subsection (b) of this section or in other provisions of this chapter or unless such permit is specifically waived in this chapter. When repair of an existing sign involves the expenditure of less than fifty (50) percent of its replacement value as determined by the building department, a permit may be waived. All application for sign or sign structure permits required in this section shall be filed by the sign or sign structure owner or his agent in the office of the building department. The application forms shall be supplied by the town. Applications will be reviewed by the building department as to conformance with this chapter.
- (b) The following types of signs are exempt from permitting requirements:
 - (1) Signs of a duly constituted governmental body, including, but not limited to, traffic or similar regulatory devices, legal notices or warnings at railroad crossings.

-
- (2) Flags, within all residential zoning districts, only one flagpole may be erected (the construction of the flagpole may require a permit) containing no more than two (2) flags. The maximum size of any flag is twenty-four (24) square feet. Flags attached to an angled pole attached to a building shall not exceed fifteen (15) square feet. No flags of any commercial nature may be displayed within any residential districts.

Within all parcels containing governmental institutions, including public or private schools, up to three (3) flagpoles may be erected per property owner containing one flag per pole only. If only one flagpole is erected, two (2) flags may be flown. The property owner can substitute the flagpole(s) and attach no more than two flags to the property owner's building. The maximum size of any one flag shall not exceed sixty (60) square feet. Flags attached to an angled pole attached to a building shall not exceed fifteen (15) square.

These restrictions shall not affect the number of American flags displayed at any location for a period of seventy-two (72) hours encompassing any legal holiday, or any other event of a patriotic, memorial or celebratory nature as determined by federal, state, county or municipal policy.

- (3) Memorial signs or tablets erected and authorized, in writing, by the town manager.
- (4) Signs required to be maintained by law, governmental rule, order or regulation.
- (5) Nonelectrical directional signs displayed for the public, including signs which identify restrooms, freight entrances, stairs, walkways, etc., with a total surface area not exceeding three (3) square feet per sign.
- (6) Home number/nameplate signs, restricted to not more than one sign for each principal building or use on a premises and not exceeding three (3) square feet in surface area, and shall show only the numerical address designation on the premises upon which such sign is maintained.
- (7) Nonelectrical instructional signs, with a total surface area not exceeding one square foot per sign, and not more than five (5) signs per commercial or multifamily residential parcel.
- (8) Temporary signs as set forth in section 23-9.

(Ord. No. 14-006, § 2, 7-1-14; Ord. No. 16-011, § 2, 11-1-16)

Sec. 23-4. Permit—Issuance.

- (a) Provided the provisions of this chapter have first been complied with, and the signs or advertising structures do not violate any of the terms conditions or provisions of this chapter, or any law or ordinance, the building department, or some other person so designated by the town manager, shall issue a permit for such sign or advertising structure, retaining a copy thereof for the records. Construction of the sign or sign structure shall be completed within ninety (90) days of issuance of the permit or the permit will expire.
- (b) Permits for signs shall be on a form as promulgated by the building department and shall only be required for permanent signs. The application form and associated submission materials shall include the following:
 - (1) The type of sign and/or sign structure as set forth in this Code.
 - (2) The street address of the premises upon which the sign and/or sign structure is to be located along with identification of where on said premises the sign will be located. If there is no street address, another suitable method of identifying the location shall be provided.
 - (3) The area per sign face and the aggregate area of the sign and/or sign structure.
 - (4) The name and address of the owner or other person in control or possession of the real property upon which the sign or sign structure is to be located.

-
- (5) Written consent of the owner, or his/her designated agent, granting permission for the construction, operation, maintenance, or displaying of the sign and/or sign structure.
 - (6) Two (2) copies of a blueprint, sketch, blue line print, or similar presentation, drawn to scale and dimensioned, showing elevations of the sign as proposed and its relationship to other existing or proposed signs or sign structures in the area. In the case of a free-standing sign, the representation shall include a sketch site plan showing the location of the sign.
 - (7) Appropriate exhibits showing the proposed location of the sign with respect to nearby structures and vegetation.
 - (8) A sign contractor shall provide a signed certificate stating that the sign and/or sign structure meets wind loading to withstand a pressure of fifty (50) pounds per square foot.

(Ord. No. 14-006, § 2, 7-1-14; Ord. No. 16-011, § 2, 11-1-16)

Sec. 23-5. Permitted signs.

- (a) *Generally.* Signs are permitted only along the road frontage unless otherwise indicated.
- (b) **All zoning districts.**
 - (1) In all zoning districts, one entrance (ingress) and one exit (egress) sign is permitted for directing traffic flow. Each sign may be single-faced or double-faced and shall meet Department of Transportation standards, and not exceed three (3) square feet in size. Each sign may be illuminated or non-illuminated as determined by the owner and police department. A permit is required.
- (c) *All zoning districts.*
 - (1) *Temporary signs.* Shall be as set forth in section 23-9.
 - (2) **Permanent signs:**
 - a. One permanent single-faced or double-faced sign not to exceed ten (10) square feet per face may be permitted. Such sign must be illuminated, but not with intermittent or colored lights or animation. The building official shall review the sign application and a permit is then required. A permit fee shall be charged and will be based upon the construction cost of the sign. The sign may be erected on a base not to exceed one foot six (6) inches in height. The base shall not exceed the dimensions of the sign by more than one foot in any direction. Any person seeking to place a sign in the FDOT right-of-way must obtain written FDOT approval prior to permit issuance by the town.
 - b. A street address sign readily visible from the street is required. Installation of this street address sign is a condition for issuing the certificate of occupancy. No permit is required.
 - c. In the case of intracoastal property, one additional permanent sign identifying the development may be allowed. This additional sign may also be single-faced or double-faced, not to exceed ten (10) square feet per face. It may be illuminated, but not with intermittent or colored lights or animation. A permit is required.
 - d. Tow away signs conforming to state statutes are allowed on private property.
 - e. Whenever a sign requires a permit and is allowed within a setback area, easement, or right-of-way, the person erecting the sign shall be required to execute an agreement with the town.
 - f. *Garishness:* The overall effect of the lettering, configuration or color of a sign shall not be garish. "Garish" signs are those that are too bright or gaudy, showy, glaring, and/or cheaply brilliant or

involving excessive ornamentation. Garish signs are not in harmony with and are not compatible with the building or adjacent surroundings.

- g. *Traffic safety*: No sign shall be located in such a manner that it will become a hazard to automotive or pedestrian traffic nor shall any sign or lighting of a sign be so placed as to obstruct the vision of the driver of any motor vehicle where vision is necessary for safety.
- h. *Illumination*: Signs may be illuminated directly or indirectly unless specifically prohibited elsewhere in this chapter. In residential zoning districts, all illumination shall be shielded so that the light is not directed toward adjacent residentially zoned property.

(Ord. No. 14-006, § 2, 7-1-14; Ord. No. 15-003, § 3, 5-5-15; Ord. No. 16-011, § 2, 11-1-16)

Sec. 23-6. Prohibited signs.

All other signs not permitted in section 23-5 are prohibited, with the exception of signs erected by a public authority for public purposes and temporary signs as permitted by section 23-9. The placement of public purpose signs by a public authority on the grounds of town hall may be approved at the discretion of the town manager. Prohibited signs include, but are not limited to the following:

- (a) Banners.
- (b) Wind signs.
- (c) Off-premise signs.
- (d) Roof signs.
- (e) Snipe signs.
- (f) Traffic confusion signs.
- (g) Vehicular signs.
- (h) Commercial signs in public rights-of-way.
- (i) Intermittent lighting, animation, moving or rotating signs.
- (j) Noise-producing signs (a sign producing noise or sounds).
- (k) Obscene signs.
- (l) Smoke or odor-producing signs (a sign producing or emitting smoke, vapor, particles, or odor).

In addition to the foregoing, any sign not provided for, or expressly permitted by this chapter is also prohibited.

(Ord. No. 14-006, § 2, 7-1-14; Ord. No. 16-011, § 2, 11-1-16)

Sec. 23-7. Enforcement and penalties.

- (a) A permanent sign erected without obtaining a building permit shall be removed within five (5) working days from the date of a written notice from the building department or other person so designated by the town manager. If the sign is not removed by the end of the fifth day, or if there are any other violations of this ordinance, enforcement proceedings will be initiated pursuant to section 2-100, enforcement procedure, or the code enforcement board, as set forth in article V of chapter 2 of the Code of Ordinances.

(b) For those signs that do not require a permit and are temporary in nature the town finds that, in view of the inexpensive nature of these signs and the administrative burden which would be imposed by elaborate procedural prerequisites prior to removal, any procedure other than summary removal of these signs when unlawfully erected and maintained would defeat the purpose of regulating such signs. The town manager is hereby authorized to remove such signs when unlawfully erected and maintained, subject to the provisions contained below:

(1) After removal of a sign pursuant to this section, a notice will be sent, either by hand-delivery or by first-class postage, prepaid, to the occupant of the property from which the sign was removed, and if the sign identifies a party other than the occupant of the property, the party so identified. The notice shall advise that the sign has been removed and shall state that the sign may be retrieved within thirty (30) days of the date of the notice, and that, if the sign is not retrieved within thirty (30) days, it will be disposed of by the town.

(2) The town shall dispose of all unclaimed signs after the expiration of the thirty-day period.

(Ord. No. 14-006, § 2, 7-1-14)

Sec. 23-8. Appeals.

If a sign permit application is denied by the building official. The board of adjustment and appeals shall hear and decide appeals where it is alleged there is error in any order, interpretation, requirement, decision, or determination made by the building official in the administration or enforcement of this chapter. A request for appeal must be filed with the town clerk within ten (10) business days of the date of the matter being appealed.

(Ord. No. 14-006, § 2, 7-1-14; Ord. No. 15-003, § 4, 5-5-15; Ord. No. 16-011, § 2, 11-1-16)

Sec. 23-9. Temporary signs.

(a) *Scope.* Notwithstanding anything to the contrary in the Town's code of ordinances, the provisions of this section shall govern the regulation of temporary signs, and take precedence over any other provisions that pertain to temporary signs unless specifically exempted or excepted herein.

(b) *Findings of fact.* The town commission finds that the location and maintenance of temporary signs affects the public health, safety, and general welfare of the people of this community, and that in order to preserve and enhance the Town as a desirable community in which to live and do business, a pleasing, visually attractive environment is of foremost importance. The town commission further finds that the regulation of temporary signs within the Town is a highly contributive means by which to achieve this desired end, and that uncontrolled and unlimited temporary signs would degrade the aesthetic attractiveness of the natural and manmade attributes of the community and thereby undermine the economic value of tourism, visitation and permanent economic growth.

(c) *Purpose and intent.* It is the purpose of this section to promote the public health, safety and general welfare through reasonable, consistent and non-discriminatory standards for temporary signs. The temporary sign regulations in this section are not intended to censor speech or to regulate viewpoints, but instead are intended to regulate the secondary effects of speech, and especially insofar as those secondary effects may adversely affect aesthetics and traffic and pedestrian safety. It is the intent of the town commission that the temporary sign regulations shall provide uniform sign criteria which regulate the size, height, number and placement of signs in a manner that is compatible to the residential, coastal and character of the Town, and which place the fewest possible restrictions on personal liberties, property rights, commerce, and the free exercise of constitutional rights while achieving the Town's goal of creating a healthy, safe and attractive environment that does not contain excessive clutter and visual distraction in rights-of-way and adjacent

properties, the surrounding natural coastal environment, historic district and residential neighborhoods. These sign regulations have been prepared with the intent of enhancing the visual environment of the Town and promoting its continued well-being, consistent with the most recent pronouncements by the United States Supreme Court regarding the regulation of temporary signage, and are further intended to:

- (1) Encourage the effective use of signs as a means of communication in the Town;
 - (2) Maintain and enhance the aesthetic environment and the town's ability to attract sources of economic development and growth;
 - (3) Improve pedestrian and traffic safety;
 - (4) Minimize the possible adverse impact of temporary signs on nearby public and private property;
 - (5) Lessen the visual clutter that may otherwise be caused by the proliferation, improper placement, illumination, animation, excessive height, and excessive size (area) of temporary signs which compete for the attention of pedestrian and vehicular traffic;
 - (6) Allow temporary signs that are compatible with their surroundings, while precluding the placement of temporary signs that contribute to sign clutter or that conceal or obstruct adjacent land uses or signs;
 - (7) Encourage and allow temporary signs that are appropriate to the zoning district in which they are located;
 - (8) Regulate temporary signs in a manner so as to not interfere with, obstruct the vision of or distract motorists, bicyclists or pedestrians;
 - (9) Preserve, conserve, protect, and enhance the aesthetic quality and scenic beauty of all zoning districts of the town;
 - (10) Protect property values by precluding to the maximum extent possible temporary signs that create a nuisance to the occupancy or use of other properties as a result of their size, height, illumination, brightness, or movement; and
 - (11) Enable the fair and consistent enforcement of these temporary sign regulations.
- (d) *Criteria required for temporary signs.* The criteria for temporary signs are set forth in the table below. A temporary sign is unlawful if it does not meet the criteria established for the zoning district in which the sign is located.

Temporary Signs Design Standards and Limitations

ZONING DISTRICTS	RE,RS, RML,RMM,RMH
Maximum Number of Signs Per Parcel ¹	4
Maximum Sign Area ²	4 sf.
Sign Height Maximum for a Freestanding Sign ³	5 ft.
Sign Height Maximum for a Wall Sign (inclusive of a Window Sign)	15 ft.
Minimum Spacing from any Other Sign (Temporary Sign or a Permanent Sign ⁴)	10 ft.
Aggregate Maximum of Surface Area Allocated for All Sign Messages ⁵	32 sf.

¹ The number of temporary commercial signs per parcel shall be no more than two (2).

² The square footage limitation is per side for a back-to-back sign. For example, a six (6) square foot limitation means that there is a limit of six (6) square feet of surface area per side of a back-to-back sign, and an aggregate limit of twelve (12) square feet is allowed if the sign is a back-to-back temporary sign.

³ Not applicable to signs displayed on flagpoles.

⁴Not applicable to signs displayed on flagpoles.

⁵There is no limit to the number of separate messages that may appear on the allowable surface(s) of any temporary sign. The aggregate maximum of surface area allowed is subject to the other limitations or circumstances that may reduce the aggregate maximum of surface area that can be allocated.

- (e) *Prohibition of temporary signs on public property.* Other than government signs displaying government speech, temporary signs on public property and public rights of way are prohibited unless otherwise allowed within the code of ordinances.
 - (f) *Duration for display of temporary sign.* If a temporary sign pertains to an event, the temporary sign shall be removed within and by no later than three (3) days after the event is concluded.
 - (g) *Display of temporary sign requires permission of real property owner.* A temporary sign on any parcel shall not be maintained if the placement of the same does not have the permission of the owner of the real property.
 - (h) *A temporary sign may not display any lighting and must remain static.* A temporary sign may not display any lighting or illuminations that flash, move, rotate, scintillate, blink, flicker, or vary in intensity or color.
 - (i) *A temporary sign may not incorporate fluorescent color or exhibit fluorescence.* A temporary sign may not incorporate fluorescent color or exhibit fluorescence.
 - (j) *A temporary sign may not obstruct a permanent sign or the vision between pedestrians and vehicles.* A temporary sign may not obstruct the view of a permanent sign as viewed from any public road, street or highway or any public sidewalk, and may not obstruct the vision between pedestrians and vehicles using the public right-of-way, including but not restricted to, those meeting intersection visibility requirements.
 - (l) *A temporary sign may display multiple messages.* A temporary sign may display multiple independent messages on any portion of the sign surface of a temporary sign.
 - (m) *A temporary sign is not subject to permitting.* A temporary sign does not require a permit from the town.
- (Ord. No. 14-006, § 2, 7-1-14; Ord. No. 16-011, § 2, 11-1-16)

Sec. 23-10. Non-commercial message.

Notwithstanding anything contained in this chapter to the contrary, any sign erected pursuant to the provisions of this chapter may, at the option of the applicant, contain either a non-commercial message unrelated to the business located on the premises where the sign is erected or a commercial message related to the business and located on the business premises. The non-commercial message may occupy the entire sign face or portion thereof. The sign face may be changed from commercial to non-commercial messages as frequently as desired by the owner of the sign, provided that the size and design criteria conform to the applicable portions of this chapter, the sign is allowed by this chapter, the sign conforms to the requirements of the zoning designation and the appropriate permits are obtained. Noncommercial copy may be substituted for commercial copy wherever commercial copy appears. For the purposes of this chapter, non-commercial messages, by their very nature, shall never be deemed off-premises.

(Ord. No. 14-006, § 2, 7-1-14; Ord. No. 16-011, § 2, 11-1-16)

Sec. 23-11. Severability.

If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this chapter is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect the following sections of this chapter: section 23-5 and section 23-11.

(Ord. No. 14-006, § 2, 7-1-14; Ord. No. 16-011, § 2, 11-1-16)

PERMANENT SIGN REGULATIONS FOR MULTIPLE-FAMILY RESIDENTIAL USE¹

Municipality	Number permitted/Type of Signs	No. of Units	Maximum Area	Maximum Height	Setback applies
Boca Raton	1/ "ground identity" sign at each entrance	Minimum 50	72 sf	7 ft	10 ft from ROW
	1/ "wall identity" sign OR 1/ "ground identity" sign	5 or more	32 sf for either sign	7 ft	10 ft from ROW for ground identity sign
Deerfield Beach	1/ "building identification" sign	NA	1 sf for each linear foot of building frontage. When linear footage of building wall face is 32 sf or less, maximum sf of sign is 32 sf. When linear footage of building frontage wall is 100 ft or more, maximum sq of sign is 100 sf.	For text height, no more than 75 % of the vertical height of the sign background, and no more than 75% of the horizontal length of any sign background space.	No
	1/"freestanding" sign (Note lot shall have 100 ft of street frontage or more, for a freestanding monument sign to be permitted)	NA	<p>80 sf if sign is setback 20 ft or more from PL². Sign face³ 40sf.</p> <p>48 sf if sign is setback 10 to 19 ft from PL. Sign face 24 sf.</p> <p>25 sf if sign is setback 2 to 9 ft from PL. Sign face 15 sf.</p> <p>No signs permitted if 0 to 1 ft setback from PL</p>	<p>10 ft</p> <p>8 ft</p> <p>5 ft</p> <p>NA</p>	Yes

Municipality	Number permitted/Type of Signs	No. of Units	Maximum Area/Size	Maximum Height	Setback applies
Delray Beach	1/freestanding sign	NA	20 sf per face (total 40 sf) 96 sf (if special setback is 20-30 ft)	7 ft 14ft (if special setback is 20-30 ft)	Minimum 10 ft from PL OR special setback (whichever is greater)
	1/wall sign	NA	20 sf		Minimum 10 ft from PL
Highland Beach	1/single or double-faced (sign may be erected on base not to exceed 1'6" in height). 1 additional sign single or double-faced identifying development permitted for intracoastal property 1 entrance and 1 exit sign single or double-faced	NA	10 sf 10 sf 3 sf each	NA	No

¹Additional sign regulations may apply.

²PL = Property line

³Sign face means the part of the sign that is or can be used to identify, communicate information or visual presentation which attracts the attention of the public for any purpose. Includes background material, panel, trim, color, illumination.

Condo	Address			Messurment
Ocean Cove	4000-4044 S Ocean Blvd			W-18 Ft H-8 F 5 In
Boca Cove	Boca Cove Ln			W- 6F 10 In H-3 Ft 10 In
The Enclave	1027 Boca Cove Ln			W- 3F 9 In H-3 Ft 11 In
Parker Highland	4605 S Ocean Blvd			W- 4 F H-6F 1 In
Villa Nova	3505 S Ocean Blv (2 signs)	Large		W- 7Ft H-1 F 6 In
		Small		W-3 F 3 In H3 F 10 In
Clarendon	3407 S Ocean Blvd			W- 5F 1 In H- 3F 7 In
The Ridge	3401 S Ocean Blvd			W- 2 F 1 In H-3F
Beach Walk East	3201 S Ocean Blv			W- 2F 8 In H- 4F 11 In
Penthouse Towers	3101 S Ocean Blvd			W- 5 F 8 In H- 3 F 7 In
Trafalagar	2917 S Ocean Blvd			W- 5 F H- 4F 9 In
Wiltshire House	2909 S Ocean Blvd			W- 5 F 1 In H- 4 F 2 In
Penthouse Highla	3100 S Ocean			W- 5 F 1 In H-4F 1 In



Nov 17, 2025 at 3:16:29 PM
Highland Beach, FL



Ocean Cove
4000 - 4044

Nov 17, 2025 at 3:17:52 PM
Highland Beach, FL



Nov 17, 2025 at 3:23:15 PM
Highland Beach, FL

BOCA
COVE

Nov 17, 2025 at 3:23:22 PM
Highland Beach, FL

The
Enclave
1021 - 1137

Nov 17, 2025 at 3:26:37 PM
Highland Beach, FL



Nov 17, 2025 at 3:26:49 PM
Highland Beach, FL

**PARKER
HIGHLAND**

4605

Nov 17, 2025 at 3:31:10 PM
Highland Beach, FL



Nov 17, 2025 at 3:31:19 PM
Highland Beach, FL



VILLA NOVA

Nov 17, 2025 at 3:41:22 PM
Highland Beach, FL



Nov 17, 2025 at 3:41:30 PM
Highland Beach, FL



Nov 17, 2025 at 3:41:32 PM
Highland Beach, FL



3505
VILLA NOVA

Nov 17, 2025 at 3:41:41 PM
Highland Beach, FL

A white octagonal address sign with the name 'CLARENDON' and the number '3407' in bold black letters. The sign is mounted on a white base and is surrounded by a decorative border of grey stone blocks. The sign is set on a green lawn. In the background, there is a paved road, palm trees, and a modern building.

CLARENDON
3407

Nov 17, 2025 at 3:45:02 PM
Highland Beach, FL



Nov 17, 2025 at 3:45:14 PM
Highland Beach, FL



Nov 17, 2025 at 3:47:25 PM
Highland Beach, FL



Nov 17, 2025 at 3:47:33 PM
Highland Beach, FL



Nov 17, 2025 at 3:50:34 PM
Highland Beach, FL



Nov 17, 2025 at 3:50:43 PM
Highland Beach, FL

**PENTHOUSE
TOWERS 3101**



Nov 17, 2025 at 3:53:01 PM
Highland Beach, FL



Nov 17, 2025 at 3:53:28 PM
Highland Beach, FL



2917

TRAFALGAR


Nov 17, 2025 at 3:57:13 PM
Highland Beach, FL



Nov 17, 2025 at 3:57:20 PM
Highland Beach, FL



**ENTHOUSE
HIGHLANDS**

3100


**Nov 17, 2025 at 4:02:23 PM
Highland Beach, FL**



Nov 17, 2025 at 4:02:30 PM
Highland Beach, FL

MEMORANDUM

TO: Mayor Natasha Moore
Vice Mayor David Stern
Members of the Town Commission

FROM: Leonard G. Rubin, Town Attorney 

RE: Amendments to the Town's Sign Regulations (SB 180)

DATE: November 12, 2025

CC: Marshall Labadie, Town Manager
Lanelda Gaskins, Town Clerk

At its November 4, 2025 meeting, representatives of the Villa Magna Condominium presented proposed modifications to its existing signs to the Town Commission. As discussed at the meeting, the proposed signs are larger than what is currently permitted by Section 23-5 of the Town Code of Ordinances, which allows a permanent single-faced or double-faced identification sign not to exceed ten (10) square feet and entrance (ingress) and exit (egress) signs not to exceed three (3) square feet. Consequently, the proposed signs would require an amendment to the Town Code.

Any amendment to the Town's sign regulations would need to comply with Senate Bill 180 (Chapter 2025-190, Laws of Florida), which prohibits the Town from proposing or adopting "*more restrictive or burdensome amendments*" to its land development regulations until October 1, 2027. Because the statutory definition of the term land development regulations includes sign regulations, I previously advised the Commission that the Town could *not* move forward with a *reduction* to the allowable size of temporary signs because such an amendment would be more restrictive or burdensome. The Town Commission then requested clarification as to whether SB 180 restricted the Town's ability to *increase* the allowable sign area for permanent residential signs.

As previously discussed with the Commission, SB 180 contains no definition for the term "more restrictive or burdensome." When analyzing a statutory provision, the two basic rules of statutory interpretation are as follows: (1) the language should be interpreted in a manner that effectuates the legislature's intent; and (2) in the absence of a definition, words used in a statute should be given their plain and ordinary meaning. SB 180 was intended to address emergencies, and the quoted language was an (albeit overly broad and arguably unconstitutional) attempt to ensure that local governments do not adversely impact a property owner's ability to reconstruct damaged structures after a major storm event. Additionally, having reviewed various definitions of the terms "restrictive" and "burdensome," it is my opinion that SB 180 would only prohibit amendments to the Town's

sign regulations that are more limiting or oppressive than the current regulations and would *not* prohibit an amendment that would increase the allowable sign area.

In summary, SB 180 would not prohibit the Commission from amending the Town's sign regulations to increase the allowable sign area if the Commission determines that larger signs serve a legitimate public purpose and are rationally related to the public welfare. When determining whether such an amendment serves a legitimate public purpose, the Commission may consider visual/aesthetic impacts throughout the Town.

Should you have any questions, please do not hesitate to contact me.

ORDINANCE INITIATION

The initiation of a new ordinance may originate from several different sources:

- Commissioner/Staff initiative
- Citizen concerns expressed through public comments
- Response to state and federal actions
- Advisory Board Initiative

INTRODUCTION TOWN COMMISSION

A proposal for a new ordinance is presented to the commission for consideration. If approved in concept, the commission directs Town Manager and Town Attorney to research the subject matter and create a draft ordinance. Draft ordinance forwarded to the appropriate Advisory Board for recommendation.

Staff/Legal Team
Research & Draft
Ordinance

ADVISORY BOARD(S)

The appropriate advisory board reviews and proposes any edits to draft ordinance. This process may involve multiple meetings for review and to solicit public comments. Once a draft is settled upon, the advisory board provides a recommendation with the final draft to the commission for consideration for a First reading.

TOWN COMMISSION -- 1st READING

Commission discusses the public merits of the ordinance along with the recommendations of the assigned advisory board(s). Public input provided. Commission may move forward to 2nd Reading/Public Hearing or may send back to advisory board and/or staff for modifications or additional research.

TOWN COMMISSION -- 2nd READING/PUBLIC HEARING

After public hearing and final discussion, the commission votes to approve and enact ordinance. The Commission may request additional modifications.

TOWN STAFF -- ADOPTION & IMPLEMENTATION

File Attachments for Item:

D. Consideration of Fiscal Year (FY) 2025-2026 Strategic Priorities Plan.



**TOWN OF HIGHLAND BEACH
FY 2026 STRATEGIC PRIORITIES PLAN
MARCH 3, 2026**

OUR VISION:

The Town of Highland Beach is a beautiful safe harbor in paradise whose residents never leave.

OUR MISSION:

To provide exceptional governance and municipal services, in partnership with our residents, in a fiscally responsible manner with an emphasis on planning for the future.

OUR MOTTO:

“3 Miles of Paradise”

OUR VALUES:

Help citizens live a better life by providing a safe and secure community.

Inclusiveness – we respect people, value diversity and are committed to equality.

Give exceptional citizen service.

Honor public trust through ethical behavior, transparency and servant leadership.

Lead with integrity at every level.

Assure fiscal responsibility and accountability.

Nurture and respect our natural environment.

Deliver services through collaborated efforts and coordinated actions.

STRATEGIC PRIORITIES

This strategic priority plan identifies ranked community projects and initiatives within four (4) operational categories. These projects and initiatives are classified as “Commenced” and “Planned” based on their implementation status and/or schedule. The strategic priority plan is a dynamic and simple document that serves as a decision-making tool to be updated on a quarterly basis via reports to the Town Commission. The strategic priorities are worked on concurrently by the assigned departments and staff with the ranking driving resource allocation. The plan is intrinsically linked to the annual operating budget which commits funds to complete the projects and initiatives identified. Completing a project and/or initiative leads to attaining the operational category goal for each and leads to fulfilling the mission and vision of the Town.

Organizational Excellence

Strengthen the Town’s ability to strategically, and effectively, deliver municipal services in a fiscally responsible, collaborative, inclusive and innovative manner.

Projects/Initiatives:

SP 4: Communication & Community Engagement

Description: Actively communicate with the public through multiple mediums and platforms to ensure the community receives timely value-added communications regarding town business and affairs. Town Manager’s Office is in the process of developing “My Highland Beach” app to improve interactive communication with residents. Also, plan community events.

Progress: Ongoing. “My Highland Beach” app initial rollout complete. FY 2026 focus is adding timely, value-added content, increase the number of users and integrate with other communication platforms.

SP 8: State Appropriations

Description: Requests for state financial assistance for capital improvement and planning projects. Annually evaluate town operations and capital improvement plan for opportunities for appropriation requests and/or grants.

Progress: FY 2026 Highland Beach Pedestrian Safety Project - In-road crosswalk lighting and repaving pathway.

SP 14: Financial Management Systems

Description: The Finance Department in partnership with the Manager’s Office is updating the town’s investment policy and the 5-year Financial Forecast Model.

Progress: Ongoing. Revised model to be developed for May 2026 incorporating legislative and economic changes (e.g. property taxes.)

SP 16: Preferred Employer Program

Description: The Town Manager’s Office, in collaboration with the Town Commission, will design and implement a comprehensive compensation, workplace, and benefits program. This initiative aims to attract and retain high-quality employees who excel in teamwork and are committed to delivering exceptional municipal services and public safety.

Progress: Ongoing with annual budget. Year 2 of the multi-year process complete and will be evaluated annually with 5-Year Financial Forecast and budget process.

Departments:

Town Manager’s Office
Highland Beach Fire Rescue Department
Finance Department
Clerks’ Office
IT Consultant

Advisory Board(s):

Financial Advisory Board

Public Infrastructure & Resiliency

Ensure that Town managed and maintained facilities, infrastructure and public places are afforded appropriate attention, maintenance, repairs, and upgrades.

Projects/Initiatives:

SP 2: Sanitary Sewer Lining Project

Description: The sanitary sewer system has begun to show signs of deterioration and needs complete rehabilitation via a comprehensive lining project. The selected method of rehabilitation is the least disruptive and most cost effective. The residents in March of 2024 authorized the project at a not to exceed cost of \$3.5 million. Secured a contract with Institutorm via OMINIA for \$1.5 million.

Progress: Project commenced and side streets complete. A1A with completion targeted for March 2026.

SP 13: GIS Inventory of Built Assets

Description: Expand the use of the Town’s existing Geographic Information System (GIS) software (ESRI) and Global Positioning System (GPS) tools to establish a comprehensive inventory of all built assets, enabling improved maintenance, enhanced operational planning, and more proactive lifecycle management. This initiative will support data-driven decision-making, streamline field operations, and ensure accurate, real-time information is available to staff responsible for infrastructure, utilities, public safety, and facilities management.

Progress: None.

SP 21: Zoning District Evaluation (*Density*)

Description: The Town Commission has directed to the Planning Board to commence a public review process of the permitted zoning densities of each zoning district within the town to see if it is appropriate to revise to preserve town character, accommodate redevelopment and protect property values.

Progress: The Planning Board has commenced its discussion of the public engagement process. The Commission has suspended further review pending Milani Park Project and “Live Local” legislative modifications. No other progress.

Departments:

Highland Beach Fire Rescue Department
Public Works Department
Town Planner

Town Manager's Office
Finance Department

Advisory Board(s):

Financial Advisory Board
Planning Board

Community Safety

Proactively plan for and responsively maintain a safe and resilient community focused on visibility, awareness and care for residents and visitors.

Projects/Initiatives:

SP 3: Police Department Real-Time Operations Center (*Old Post Office*)

Description: Explore the rehabilitation of the old Post Office into a real-time operations center and public entrance to the Police Department. Project will evaluate physical connection of the old Post Office to the existing Police Station and create a real-time operations center focused on crime prevention. Project also incorporates landscape architecture, site paving and ADA improvements.

Progress: Design and cost estimation 50% complete.

SP 5: Police Marine Docking/Access Facility

Description: The project involves the design and construction of a marine docking facility to support the Police Department's patrol and rescue vessel. The facility will be situated at the western end of the Town Hall complex, behind the library. To offset project costs, the Town will actively seek grants and appropriations.

Progress: State appropriation for the project secured and joint public safety referendum passed; however, engineering and permit delays have resulted in a one-year delay in the project to allow for securing annual FIND Grant.

SP 6: Fire Station Annex

Description: Consider the rehabilitation of the Old Fire Station to not only store reserve apparatus and equipment for the Fire Rescue department but also create useful and beautiful multi-purpose space for community functions.

Progress: Joint public safety referendum passed and design engineering 50% complete.

SP 7: E-Bikes, Scooters and Motorcycles

Description: The increasing presence of electric bikes, scooters, motorcycles, and similar motorized devices on our pathways and streets has created growing safety concerns. As these devices become more common, so too have conflicts among users—particularly between motorized riders and pedestrians who share the same limited spaces. In response, local municipalities and the State are evaluating reasonable regulations aimed at promoting safe, responsible use and ensuring the protection of pedestrians and residents alike.

Progress: None

SP 9: Reasonable Accommodations Procedure (Certified Recovery Facilities)

Description: The state legislature approved SB 954 that requires all municipalities to codify a reasonable accommodations procedure for recovery facilities pursuant to the Fair Housing Act and American with Disabilities Act.

Progress: Town Commission reviewed initial drafted developed by the Town Attorney and forwarded to the Planning Board for review and recommendations.

SP 10: Crime Prevention & Community Policing Technology Initiative

Description: This initiative advances the Town’s commitment to proactive public safety by directing the Police Department’s leadership team to evaluate and systematically deploy crime-prevention and community-policing programs supported by cost-effective, modern technologies. Using a structured, data-driven approach, all programs and technologies will undergo operational and cost-benefit evaluation to ensure fiscal responsibility and measurable public safety outcomes.

Progress: Ongoing. Town Commission authorized 10-year technology contract with Axon.

SP 12: Sign Ordinance Review

Description: The Town Commission and concerned residents have requested staff to evaluate the ordinance provisions related to temporary signs with a focus on political signs and real estate signs as well as permanent signs with a focus on size.

Progress: The temporary signs component has been suspended due to limitations imposed by SB 180. Consideration can resume in 2027. The permanent signage size component was heard by the Town Commission who then directed the Planning Board to review community request for larger permanent signs and develop recommendations for consideration.

SP 15: Electric Vehicle Protocols (Fire Safety)

Description: In response to the increasing use of electric vehicles and other battery-powered modes of transport, the Town Commission has tasked the Fire Department, in collaboration with Condominium Associations, with developing fire safety guidelines for vehicle charging and rechargeable battery storage. These guidelines will aim to ensure safe practices and reduce fire risks within the community. The guidelines will be accompanied by a public outreach campaign.

Progress: Guidelines developed by Highlands Place Condominium and Vice Mayor Stern and will be used as template for other groups. Outreach pending.

SP 18: Waterfront Seawall/Dock Clarification

Description: Review the existing Town Code provisions governing hardscape/impervious walkways installed adjacent to seawalls, docks, or the Intracoastal shoreline. Recent applications have identified potential unintended limitations within current language—specifically the phrase “whichever is further landward”—which may restrict the ability of property owners to construct safe, continuous walkways to the true edge of their waterfront land. This may affect not only properties with traditional seawalls but also direct Intracoastal lots with natural shoreline conditions.

Progress: None.

SP 22: Evaluate Ordinance Development Process

Description: Consider reviewing the current ordinance development procedure to ensure it is the most efficient and effective means of addressing community problems and challenges and engages the residents.

Progress: Town Commission discussed and directed review by all advisory boards on November 4, 2025. Advisory Board reviews to be scheduled through 2nd and 3rd Quarter FY 2026.

Departments:

Police Department
Building Department/Code Enforcement
Town Planner
Highland Beach Fire Rescue Department
Town Manager’s Office

Advisory Board(s)/Community Support Group(s):

Planning Board
Board of Appeals and Adjustments
Code Enforcement Board
Highland Beach Police Foundation

Community Enrichment & Sustainability

Recognize the vital role Highland Beach’s natural resources play in a healthy community and implement projects and policies that sustain them. Support residents’ desire for community services and programs that enhance personal growth, knowledge and quality of life.

Projects/Initiatives:

SP 1: Milani Park

Description: Continue to work with Palm Beach County Administration and Parks and Recreation Department along with County Commissioner(s) on the future development of Milani Park. Milani Park is governed by a settlement agreement that stipulates design of the park and the timing of construction. The county has one more 5-year extension.

Progress: County moving forward with project construction and has agreed to phase in parking with Phase I consisting of 38 general parking spaces. Construction planned for Summer 2026.

SP 11: Comprehensive Plan Update

Description: Pursuant to state law, local governments are required to periodically update their Comprehensive Plan. The Town’s comprehensive plan functions as a roadmap for a community’s future growth and development, encompassing principles, guidelines, standards, and strategies to ensure orderly economic, social, physical, environmental, and fiscal growth. It captures the community’s commitment to implementing sustainable, balanced development initiatives through detailed sections, which often include goals, objectives, and policies. These sections outline how the local government’s programs, activities, and land development regulations will align with and promote the plan in a cohesive and consistent manner

Progress: Comprehensive Plan modifications reviewed by Planning Board and Town Commission and sent to State for review. State issued “null and void” letter stating many goals and objectives were more restrictive and burdensome and thus non-complaint with SB 180.

SP 17: A1A Right-of-Way Beautification Project

Description: The Town Commission has expressed interest in evaluating the landscape conditions of the A1A Right-of-Way following the completion of the reconstruction and resurfacing of the State Road. This evaluation aims to assess whether landscaping applications are necessary or beneficial to enhance the aesthetics and functionality of the greenspace within the right-of-way.

Progress: No progress.

SP 19: Dune Restoration & Management

Description: The Town Commission assigned the Natural Resource Preservation Advisory Board (NRPAB) to work with staff to educate the public on the importance of dune restoration and management.

Progress: The updated the 2013 Beach Feasibility Study completed. Natural Resource Advisory Board educating the public on the results. Successful public engagement at town events and breakfast event.

SP 20: Intracoastal Waterway (Speed Control)

Description: Community concerns exist regarding the safety of the intracoastal waterway, and the town needs to take an active role in its management.

Progress: Ongoing. The Marine Unit of the Police Department started in March of 2022 to improve boater safety by enforcing existing speeds, educating boaters, and heightening intracoastal presence. The police department will collect data and information that can be utilized by all stakeholders in the future to lower speeds and wakes in the intracoastal. The town will continue to meet with our neighboring communities and stakeholders to form partnerships to manage this critical resource.

SP 23: Gas-Powered Leaf Blower Regulations

Description: Community concern has surfaced over the continued use of gas-powered leaf blowers within the community based on noise, pollution, and personal health.

Progress: No progress.

Departments:

- Town Planner
- Highland Beach Library
- Town Manager’s Office

Advisory Board(s)/Community Support Groups:

- Natural Resources Preservation Advisory Board
- Planning Board
- Friends of the Library
- Library Volunteers

Emerging Issues

The following emerging issues may require action by the community in the short-term planning horizon resulting in the creation of a new project/initiative or require re-prioritization of existing projects/initiatives.

The emerging issues include:

- **Reduction/Elimination of Property Tax Revenue**
- Aging/Underbuilt Infrastructure, Facilities & Structures
- A1A Drainage/Flooding Issues
- Climate Change/Sea Level Rise effect upon Intracoastal Waterways
- American Disabilities Act (ADA) Requirements
- Inflation/Recessionary Concerns
- Property Insurance
- Affordability/Cost of Living

Capital Improvement Plan:

Attached to the Strategic Priorities Plan is the Town of Highland Beach Capital Improvement Plan (CIP) for Fiscal Years 2024-2030 Outlook. The full CIP is prepared annually by Town Administration. The CIP is a strategic and dynamic guide that outlines the Town of Highland Beach's plan for significant, long-term projects aimed at improving and maintaining the town's infrastructure. These projects range from public works improvements, fire, and life safety upgrades, and maintaining and upgrading existing facilities. The CIP not only provides a detailed projection of the town's capital needs but also a layout of funding sources and timelines for each project. This plan is crucial for the town's sustainable growth and development, ensuring that all projects are systematically planned and executed with the town's best interest in mind.

The benefits of the CIP are as follows:

- Ensure timely and systematic repair and replacement of aging infrastructure.
- To forecast the capital needs for the near- and long-term future to serve as a guide in making budgetary decisions.
- Identify the most economical and efficient means of timing and financing (if needed) capital projects.
- Provide an opportunity for public input in the budget and finance process.
- Help to eliminate unanticipated, poorly planned, or unnecessary capital expenditure.

As with many five-year plans, there are also projects that have not been funded. Several are dependent upon other projects occurring first, while others are at a funding level that may need alternate funding sources for our infrastructure needs to maximize the value of our public dollars.

Action Planning:

The successful implementation of the projects and initiatives defined in the strategic priorities plan is contingent upon the development of an action plan. The action plan must provide clear directions with the ordered tasks/steps needed with target completion dates along with resources needed to complete the project. The plan shall identify those responsible for completing the steps and tasks and monitoring the progress of the project.

As a project or initiative identified in the Strategic Priorities Plan moves from the “Planned” stage to “Commenced” stage, an action plan will be created by the assigned department. The action plan shall include:

- A well-defined description of the project/initiative to be completed; and,
- Tasks/steps that need to be carried out to complete the project/initiative; and,
- Department/Employee who will be in charge of carrying out each task; and,
- When will these tasks be completed (deadlines and milestones); and,
- Resources needed to complete the tasks; and,
- Measures to evaluate progress.

The assigned department shall forward its action plan to the Town Manager for review and approval. Once approved, the action plan will be posted on the Town website and will be updated monthly. It is important to note that some projects may require a more complex action plan based on the scope of the project/initiative. The *Action Plan Template* is attached for reference.

Strategic Priorities: Completed Projects & Initiatives List

Fiscal Year 2020

1. PBA Collective Bargaining Agreement 2020 - 2023
2. FOP Collective Bargaining/General Employees 2020-2023
3. Sanitary Sewer Collection System Evaluation -- CCTV
4. FY 2020-2025 Water & Sewer Rate Study
5. Crosswalk Enhancement Project – Pedestrian Activated Signs/Flashers
6. Install ERP IT System: BS&A Modules Permitting, GL, Fixed Assets, Cash Receipting, AP/AR, PO, Utility Billing
7. Define Purchasing/AP/AR Process, Roles & Responsibilities
8. Update Building Administrative Code Section -- 7th Edition of Florida Building Code:
9. Complete Salary Table & Job Description Update
10. Implement Geographic Information System (GIS) & Expand Capacity
11. Southeast Palm Beach County Coastal Resiliency Partnership & Climate Vulnerability Assessment
12. Bucket Tree Pilot Program

Fiscal Year 2021

1. Charter Review Process
2. Study Alternate Fire Rescue Service Models
3. Building Recertification Ordinance/Program
4. Crosswalk Enhancement Project – Overhead Lighting
5. Police Department – Marine Unit Formation
6. As-built drawing for Municipal Complex project
7. Right-of-Way (ROW) Disruption Ordinance
8. Town Hall Building Improvements
9. Fire Rescue Services Implementation
PR Campaign, Retain Fire Rescue Services Consultants; Retain Medical Director and Assistant Medical Director; Election; Retain architect for fire station design; Commenced fire station design process; Development of Medical Protocols; EMS vehicle selection; Execution of fire services dispatch agreement; Preparation of COCPN and State EMS application documents.
10. FY 2020-2025 Water & Sewer Rate Study Update

Fiscal Year 2022

1. Veterans' tab on Town's website
2. Police Department Accreditation (incl. Marine Unit)
3. Fund Balance Guidelines/Policy Revision
4. Property Rights Element – Comprehensive Plan Update
5. Building Permit Discount

Fiscal Year 2023

1. PBA Collective Bargaining Agreement FY 2023 – 2026
2. FOP Collective Bargaining (General Employees) FY 2023-2026
3. FY 2023 Appropriation Received: \$250,000 for Lift Station No. 2 Rehabilitation
4. 5-year financial forecast model completed (Updated Annually)
5. Purchasing Policy Update
6. Interactive Budget Posted on Website (Updated Annually)

7. Solid Waste Contract: FY 2023 -FY 2028 (w/ 2 one-year renewals)
8. Sprint/T-Mobile Cellular Lease Renewal (25-year Agreement based on a 5-year renewal periods)
9. Adopted Sea Turtle Lighting Ordinance
10. Updated Building Recertification Program (compliant with state statute)

Fiscal Year 2024

1. FY 2024 Appropriation Received: \$250,000 for Lift Station No. 3 Rehabilitation.
2. March 2024 Ballot Questions Approved: (1) Financing a Sanitary Sewer Lining Rehabilitation Project, (2) Raising the Current Funding Limitation, and (3) Ability to Designate Election Canvassing Duties to Palm Beach County.
3. Fire Station Construction
4. Fire Rescue Department Implementation
5. Mutual Aid Agreement with the City of Boca Raton
6. Code Enforcement Process Modified to Incorporate Special Magistrate
7. TOHB Beach Restoration Feasibility Study January 2024.

Fiscal Year 2025

1. Marine Accessory Structures Ordinance
2. Home Based Occupation Ordinance
3. Police Assigned Vehicle Program
4. Town Entry Signs
5. A1A Highway RRR Project
6. Public Record Digitization/ Management Project
7. FY 2025 Appropriation – Marine Docking Facility \$275,000
8. My Highland Beach App

Capital Improvement Plan: Completed Projects List

Fiscal Year 2024

Budget: \$1,218,000

Actual: \$ 685,000

Project List:

- WS 24-001 Muffler Replacement for Generator
- WS 24-002 Media Replacement - Scrubbers & Degassifier
- PW/DST 24-003 Fence Replacement
- SW 24-006 Pipe Well Coating (3) LS
- SW 24-007 Library Sewer Rehabilitation
- SW 24-014 Upgrade Electrical Panel Lift Station 1
- WS 24-017 Vehicle Purchase 5
- PW/DST 24-019 Gas Dispenser & Pump
- PD/DST 24-002 Axon 2024-2028
- PD 25-002 Marine Unit Trailer 2 Purchase
- PD/DST 24-003 Flock Safety 2 License Plate Reader and Surveillance
- PD/DST 24-004 Motorola Radio Replacement
- PD/DST 24-005 New Carpet for Police Department
- FD/GF 24-001 Rescue Holmatro Equipment

Fiscal Year 2025

Budget: \$1,990,000

Actual: \$1,814,435

Project List:

WS 25-002 Pump Skid Replacement

WS 25-001 Replace Membrane Side Ports & Seal Rings

WS25-005 Garage Door Replacement

WS 25-004 Rehabilitate Support Degassifier

PW/DST 25-011 Replace PLC Switch Gear

PW 25-012 Replace AC Town Hall & Library

WS 25-013 New VT Scada Software

SW 25-014 Pumps for Lift Station No. 1

PW/DST 25-015 Gator Utility Vehicle Replacement

PW/DST 25-016 Replacement of Town Hall Entrance Doors

BD 25-001 Construct of 3 New Offices

PD/DST 25-001 Purchase Assigned Police Vehicles (13)

PD/DST 25-004 Beach Response Utility Vehicle Replacement

2025 Actual Expenditure + CIP Future Outlook

Dept	Project #	Projects	Description	Budget	Actual	Variance	Status
WS	25-002	Pump Skid Replacement	Replacement of acid pump skid as old pumps were not functioning correctly	\$ 150,000	\$ 138,168	\$ 11,832	Replace Acid Pumps and skid plus ventilation system
WS	25-001	Replace Membrane Side Ports & Seal Rings	Membrane housing are reaching EOL replacements needed to assure continued operation	\$ 80,000	\$ 61,363	\$ 18,637	Project completed
WS	25-005	Garage Door Replacement	Garage doors are reached end of life and need replacement	\$ 75,000	\$ 24,123	\$ 50,877	Project completed
WS	25-004	Rehabilitate Support Degassifier	Current support is rusting and will reach EOL	\$ 50,000	\$ 13,500	\$ 36,500	Instituform Vendor to coat and line against rust and wether protection 5 year warranty This project is in progress and has been approved by the commission
PW/DST	25-011	Replace PLC Switch Gear	Replacement of switch gear for PLC	\$ 100,000	\$ 79,955	\$ 20,045	
PW	25-012	Replace AC Town Hall & Library	Replace AC units in Town Hall & Library	\$ 100,000	\$ 102,000	\$ (2,000)	Project is completed still awaiting final billing of 42K
WS	25-013	New VT Scada Software	New version of software upgrade infra and SaaS	\$ 100,000	\$ 89,000	\$ 11,000	Awaiting HB IT to finsih setup on computers
SW	25-014	Pumps for LS 1	New pumps for Lift Station needed assets have reached EOL	\$ 150,000	\$ 149,179	\$ 821	Project Completed
PW/DST	25-015	Gator Vehicle	New beach utility vehicle John Deere is not suited for beach use and needs replacement	\$ 25,000	\$ 22,491	\$ 2,509	Purchased and Delivered A-Christian Glass also added the back door replacement that increased price over budget; work to begin in late April
PW/DST	25-016	Town Hall Public Entrance Doors Replacement	Modernize appearance of Town Hall	\$ 30,000	\$ 35,907	\$ (5,907)	
BD	25-001	New Office Build	Build of new offices (3) for employees	\$ 150,000	\$ 135,000	\$ 15,000	Project Completed Vehicle purchases and management have been approved by the
PD/DST	25-001	(13) Fleet Vehicle Purchase	Assigned vehicles PD (13 Units)	\$ 950,000	\$ 932,250	\$ 17,750	Town Comission -- Enterprise Fleet Management
PD/DST	25-004	Beach Utility Vehicle	Beach Utility Vehicle	\$ 30,000	\$ 31,500	\$ (1,500)	Vehicle purchased October 2024
TOTAL 2025 Budget Year				\$ 1,990,000	\$ 1,814,435	\$ 175,565	
WS/BD	26-001	Water Plant Roof Replacement	Ensures continued safe and efficient operation of the water plant by providing a durable and weather resistant roof	\$ 350,000			Building Department
PW/DST	25-009	Police Marine Unit Docking (Grants)	Building of docks for Police Marine Units (w/o Seawall) w Seawall +20K	\$ 175,000	\$ -	\$ 175,000	Project postponed until 2026; Carryover from 2025 This will begin in 2026; Southern Bridge was selected Vendor.
PW/DST	25-017	Repair Bridge	Repair and replace end cap on bridge along with structural rigidity enhancements	\$ 625,000	\$ -	\$ 625,000	Kickoff meeting February 2; Carryover from 2025
PD	25-003	PD Real Time Operations Center/New Entrance	Reconstruct the Old Post Office into a Real Time Operations Center with new public entrance and expanded locker room	\$ 750,000	\$ -	\$ 750,000	Move to 2026 increase to full build; Carryover from 2025 275K Appropriation Approval; ~ 75K for engineering finalizing ; engineering almost 50% completed
SW	25-001	Raise Lift Station 2 Construction	Assure flooding protection and operational efficiency	\$ 275,000			Kicking off project in February 2026
WS	25-002	Acid Bulk & Day Tank Replacement	Replacement of aging tanks that are showing ware and have visual leakage	\$ 205,000			Project anticipated to start in June
BD	26-003	Chiller Replacement HVAC	Ensure cooling to crucial compnents in the water plant	\$ 90,000			Waiting on final quote for the 3 quotes to begin project
WS	26-011	Store Front Upgrade Public Works + Windows	New windows or coverings on lower level of PW building along with new storefront entrance	\$ 250,000			Study to minimize TDS and water quality; engaging Hazen & Sawyer
WS	26-012	Well No. 8 Study	Study for Well No. 8 viabilty and enhancements	\$ 150,000			Up from 150K
WS	26-006	Mezzanine Walk Install	Install structure to access tall equipment in wtaer plant	\$ 200,000			Project to start in March 2026 -- Appropriation Request made for 2026
PW	26-010	Crosswalk path embedded lighting	Additon of lighting on pedestrian crosswalk path	\$ 300,000			Fiberglass beams for support corrosion resistant; begin procurmeent in March
WS	28-004	Steel Beam Replacement for Membranes	Existing steel beans showing corrosion and structural fatigue	\$ 150,000			Construction
PW	25-008	Old Firestation demo/re-store Construction	Teardown and repurpose of old firestation	\$ 1,200,000			This roof will need replacement before WTP; Bid docs are being worked on and will be out by end of January 2026
PW	27-002	Library Roof Replacement	Roof will reach end of life; replacement will ensure continued safe operation of the library	\$ 250,000			A1A Component to commence Janaury 2026; Side Streets Complete
SW	26-007	Sewer Lining Replacement	Updating the lining of the sewers to extend useful life and efficiency	\$ 1,366,526			This is for the Delray Unit/ Budgeted in 2025 not funded
FD	26-002	Rescue Holmatro Equipment	Purchase of Holmatro Cutter, Spreader, Ram, and associated battery packs	\$ 60,000			L120 & L220/ Budgeted in 2025 not funded
FD	26-003	Rescue Jacks	Vehicle Stabilization Struts x \$4,000	\$ 18,000			Complete advance life support Equipment for L220
FD	26-004	Lucas 3 Chest Compression Device	Powered CPR Machine to assist in the management of victims of cardiac arrest	\$ 24,000			
PD	26-003	Construction Marine Docking Facility (PD)	Construction costs of marine dock; working on 50% grant cost coverage	\$ 1,000,000			
TOTAL 2026 Budget Year				\$ 7,438,526			

2025 Actual Expenditure + CIP Future Outlook

Dept	Project #	Projects	Description	Budget	Actual	Variance	Status
PW	27-007	Lateral Relining A1A	Laterals to be relined in A1A	\$ 100,000			
PW	27-005	Electrical Upgrade Town Hall	Electrical box and wiring to be reviewed and upgraded as needed; possible HV upgrade	\$ 100,000			
PW	27-006	Window Upgrade for Town Hall	Upgrade to storm impact windows for Town Hall	\$ 75,000			
PW	28-010	UPS Back up purchase	UPS backup for Fire Rescue, Building Department, and PW computer services	\$ 150,000			
PW	27-004	Replacement of Portable Generator	Portable Generator to reach end of life	\$ 85,000			LS3 & LS4 generators
BD	25-007	Resurfacing and Repaving of Town Complex	After Firestation is completed repaving of town complex	\$ 500,000			Moved to 2026
FD	27-001	Fleet Vehicle Purchase	Replacement of aging fire vehicles inclusive of emergency operation equipment	\$ 60,000			
PD	27-001	Fleet Vehicle Purchase	Replacement of aging police vehicles inclusive of emergency operation equipment	\$ 225,000			
PD	27-003	Outboard Marine Engines (2)	Current engines will reach 5000 hours replacement needed; working on available grants for 50% cost coverage	\$ 130,000			Moved from 2026
PD	27-002	Emergency Message Board	Purchase of an Emergency Message Board	\$ 25,000			
TOTAL 2027 Budget Year				\$ 1,450,000			
PW	28-003	Resurfacing Walk Path	Walkpath will show signs of wear and tear in an estimated 5 years	\$ 350,000			
PW	28-005	Resurfacing of Town Roads	Resurfacing expected in 5 years from wear and tear on the roads	\$ 500,000			
WS	28-008	Clear Well Transfer Pumps	Purchase pumps for clear well as current pumps will be reaching EOL	\$ 350,000			
			Existing system has been operational for several years and has reached the end of its useful life; replacement				
WS	28-006	Replace Cartridge Filter Vessels	ensures clean and safe drinking water to the town	\$ 100,000			
WS	28-007	Vehicle Purchase	Water plant vehicle purchase as current vehicle will be 10+ years old	\$ 40,000			
BD	28-001	Vehicle Purchase - Sr. Building Inspector	New Vehicle	\$ 40,000			
BD	28-002	Vehicle Purchase - Building Official	New Vehicle	\$ 50,000			
PW	28-009	Vehicle Purchase - PW	New Vehicle	\$ 50,000			
PD	28-001	Inflatable Collar for Marine Patrol Vessel	Purchase of inflatable collar for police marine unit	\$ 20,000			
PD	28-002	Laptop Purchase PD	Purchase of new rugged laptops for PD	\$ 50,000			
PD	28-003	Fleet Vehicle Purchase	Replacement of aging police vehicles inclusive of emergency operation equipment	\$ 150,000			
FD	28-001	Fleet Vehicle Purchase	Replacement of aging fire vehicles inclusive of emergency operation equipment	\$ 60,000			
TOTAL 2028 Budget Year				\$ 1,760,000			
PW	29-001	Beach Vehicle Purchase	Current beach vehicle will reach EOL	\$ 30,000			
PW	26-004	Replacement of Portable Generator	Portable Generator to reach end of life	\$ 80,000			moved from 2026 as current generators have very little hours
PW	29-002	Vehicle Purchase	Replacement Vehicle DPW	\$ 45,000			
WS	29-003	Membranes WTP	New Membranes for water treatment plant as old ones will be 12+ years old	\$ 1,000,000			
WS	29-004	High Service Pumps (2)	Replace aging high service as current will be EOL	\$ 300,000			
PW	29-007	Upgrade air exhaust system	Upgrade WTP building circulation	\$ 75,000			
SW	29-008	Raise LS 4	LS 4 will be reaching EOL	\$ 250,000			200 Construction; 50 Engineering
PW	29-009	New Ford F150	New vehicle	\$ 55,000			
PD	29-001	Fleet Vehicle Purchase	Replacement of aging police vehicles inclusive of emergency operation equipment	\$ 75,000			
FD	29-002	Bunker Gear	31 sets of bunker gear	\$ 160,000			
FD	29-001	New Truck Purchase	Current vehicle will be reaching EOL	\$ 80,000			
TOTAL 2029 Budget Year				\$ 2,150,000			
WS	29-010	Train Motor Replacement	(2) Motor Replacement	\$ 175,000			
WS	28-002	New CO2 Tank	Existing tank's useful life will be expired by 2027-2028	\$ 350,000			
PW	30-001	New HVAC for FS-120	Because of environment the HVACs are forecasted to last about 5 years	\$ 250,000			
FD	30-001	Fleet Vehicle Purchase	Replacement of aging fire vehicles inclusive of emergency operation equipment	\$ 750,000			
FD	30-002	Cardiac Monitors/Defib	About 5 yrs useful life reaching EOL	\$ 200,000			
FD	30-005	Hazmat Technical Equipment	About 5 yrs useful life reaching EOL	\$ 20,000			
PD	30-001	Marine Patrol Vessel Replacement	18-24 month delivery	\$ 400,000			

2025 Actual Expenditure + CIP Future Outlook

Dept	Project #	Projects	Description	Budget	Actual	Variance	Status
			TOTAL 2030 Budget Year	\$ 2,145,000			
			TOTAL 5 Year CIP Budget	\$ 16,933,526			

File Attachments for Item:

A. Approve and authorize the Mayor to execute a Professional Services Agreement between the Town and South Florida Engineering Services, Inc., to provide ongoing engineering consulting services.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting
MEETING DATE March 3, 2026
SUBMITTED BY: Town Manager's Office
SUBJECT: Professional Services Agreement with South Florida Engineering

SUMMARY:

The Town's Public Works Department routinely requires technical engineering support to address day-to-day operational needs, development review, and the implementation of capital improvement projects. To supplement internal staff resources and provide timely professional expertise, the Town has negotiated a Professional Services Agreement with South Florida Engineering Services, Inc. to provide general technical engineering services on an as-needed basis.

Under this agreement, the firm would function in a capacity similar to a Town Engineer, providing assistance with construction plan review, construction inspection support, technical evaluation, and general engineering guidance related to Town infrastructure and capital projects. The services are intended to support efficient project delivery, regulatory compliance, and sound engineering decision-making.

The agreement expressly provides that services will be requested by the Town as needed and compensated on an hourly basis pursuant to an approved rate schedule.

The services contemplated under this agreement do not violate the provisions of Florida's Consultants' Competitive Negotiation Act (CCNA), Section 287.055, Florida Statutes. The agreement specifically limits services so that they do not exceed statutory thresholds requiring formal CCNA selection procedures.

This contract is structured for general technical assistance and engineering tasks that fall below CCNA project thresholds and therefore may be procured without a formal CCNA process.

FISCAL IMPACT:

Budgeted. As needed.

ATTACHMENTS:

Professional Services Agreement between the Town of Highland Beach and South Florida Engineering, Inc. (with Exhibit A)

RECOMMENDATION:

Approval of Professional Services Agreement between the Town of Highland Beach and South Florida Engineering, Inc.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2026, by and between the **Town of Highland Beach**, Florida, a municipal corporation organized and existing under the laws of the State of Florida, 3614 South Ocean Boulevard, Highland Beach, Florida 33487 ("Town") and **South Florida Engineering Services Inc.**, a Florida corporation, 1224 Haywagon Trail, Loxahatchee, F 33470 ("Consultant").

WITNESSETH:

WHEREAS, the Town requires engineering consulting services on an ongoing basis to assist with day-to-day activities, including, but by no means limited to, construction plan and inspection review; and

WHEREAS, pursuant to Section 33-2(c)(1) of the Town’s procurement code, the Town desires to enter into a professional services agreement with Consultant for the provision of these services, and Consultant has agreed to provide these services pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Town finds this Agreement serves a valid public purpose.

NOW, THEREFORE, in consideration of the promises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONSULTANT’S SERVICES. Consultant shall provide consulting engineering services at the request of the Town including, but not limited to, construction plan and inspection review as requested by the Town (“Services”). The Services shall not include professional architectural, engineering, landscape architectural, or surveying or mapping services that exceed the thresholds set forth in Section 287.055(3)(a)1, Florida Statutes, as may be amended, for which the Town is required to follow the public announcement and qualification procedures of the Consultants’ Competitive Negotiation Act.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of Consultant’s, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Town for compensation of any kind under this Agreement. The relationship between the Town and Consultant is that of independent contractors, and neither shall be considered a joint venturer,

partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM AND TERMINATION.

a. Term. This Agreement shall remain in place until terminated by either the Town or Consultant as set forth below.

b. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days' prior written notice of termination.

e. Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) business days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) business days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

d. Early Termination. If this Agreement is terminated before the completion of any specific task assigned by the Town to Consultant, Consultant shall:

1. Stop services on the date and to the extent specified in the notice including without limitation services of any sub-consultant; and
2. Transfer all work in progress, completed work, and other materials related to the terminated services to the Town in the format acceptable to Town.

e. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of services provided prior to termination. Town shall pay Consultant for all services performed under this Agreement through the date of termination.

f. Termination for Non-appropriation. Notwithstanding the foregoing, the parties acknowledge and agree that the Town is a municipal corporation of the state of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the Town of funds sufficient to pay the costs associated herewith in any fiscal year of the Town. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Town's governing board in any fiscal year to pay the costs associated with the Town's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Town to be, insufficient to pay the costs associated with the Town's obligations hereunder in any fiscal period, then the Town will notify Consultant of such occurrence and either the Town or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four

(24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Town of any kind whatsoever; however, Town shall pay Consultant for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION.

a. Payments. The Town agrees to compensate Consultant on an hourly basis in accordance with the rate schedule attached hereto as Exhibit "A" and incorporated herein. Consultant shall not perform any Services not specifically authorized by the Town.

b. Invoice. Consultant shall render an invoice to the Town, on a monthly basis, for services provided in accordance with this Agreement during the previous month. The invoice shall specify the services performed and the time spent on same, with sufficient detail for a pre- and post-audit thereof. All reimbursable expenses shall also be clearly identified on the invoice and supporting documentation shall be provided. All payments by the Town to Consultant will be made in accordance with the Local Government Prompt Payment Act.

c. Tax. The Town is exempt from payment of Florida State Sales and Use Tax. Consultant is not authorized to use the Town's Tax Exemption Number.

SECTION 6: INSURANCE. Prior to commencing any services, and without limiting any of the other obligations or liabilities of Consultant, Consultant shall, at his own expense, and shall require any sub-consultant, at no expense to the Town, provide and maintain in force, for the Term of this Agreement, the following minimum insurance coverages. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

a. Worker's Compensation Insurance, as applicable in accordance with Chapter 440, Florida Statutes, to apply to all of the Consultant's employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal Laws. This coverage shall also include Employer's Liability with limits of \$100,000 per person, \$500,000 per occurrence and \$100,000 per each disease.

b. Commercial General Liability Insurance, with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) general aggregate combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, and must include:

1. Premises and/or Operations
2. Independent Contractors

3. Products and Completed Operations - Consultants shall maintain in force until at least three years after completion of all services required under this Agreement, coverage for Products and Completed Operations.
4. Contractual Coverage applicable to this specific Agreement.
5. Personal Injury Coverage with minimum limits of coverage equal to those required for Bodily Injury Liability.

c. Business Automobile Liability Insurance, with minimum limits of three hundred thousand dollars (\$300,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

1. Hired and Non-Owned Vehicles
2. Employers' Non-Ownership

d. Professional Liability Insurance, with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$1,000,000.00) general aggregate. Coverage shall be afforded on a form acceptable to the Town. Consultant shall insure that sub-consultants used for any portion of the project maintain adequate levels of Professional Liability Insurance.

e. Cyber Liability Insurance, with limits not less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$1,000,000.00) general aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as set forth in the Scope of Services and shall include, but not be limited to, claims involving data breach, media content, infringement of intellectual property, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with sufficient limits to respond to these obligations.

f. Prior to commencement of services, Consultant shall provide to the Town Certificates of Insurance evidencing the insurance coverage specified in this Section. All policies covered within this Section shall be endorsed to provide the Town with thirty (30) days' notice of cancellation and/or restriction. The "Town of Highland Beach, its elected officials, officers, employees, and attorneys" shall be named as an additional insured on policies referenced in this Section. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Agreement in accordance with which insurance is being furnished, and state that such insurance is as required by this Agreement. Consultant shall also make available to the Town a certified copy of the professional liability insurance policy required by this Section for the Town's review. Upon request, Consultant shall provide copies of all other insurance policies.

g. If the initial insurance policies required by this Agreement expire prior to the completion of the services, renewal Certificates of Insurance of policies shall be furnished thirty (30) days prior to the date of their expiration. For Notice of Cancellation and/or Restriction; the policies must be endorsed to provide the Town with thirty (30) days' notice of cancellation and/or restriction.

h. Consultant's insurance, including that applicable to the Town as an Additional Insured, shall include a waiver of subrogation and apply on a primary and non-contributory basis.

SECTION 8: INDEMNIFICATION. Consultant agrees to indemnify and hold harmless the Town, its elected officials, officers, employees, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant, its agents, officers, sub-consultants, employees, or anyone else employed or utilized by the Consultant in the performance of this Agreement. Consultant's liability hereunder shall include all reasonable attorney's fees and costs incurred by the Town in the enforcement of this indemnification provision. This includes claims made by the employees of Consultant against the Town, and Consultant hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the Town may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes, as amended from time to time, nor as a consent by the Town to be sued by third parties. The provisions and limitations set forth in Section 768.28 are deemed to apply to this contractual agreement to claims or actions arising in tort and/or contract.

SECTION 9: LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES.

SECTION 10: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 11: PERSONNEL. Consultant has or will secure, at its own expense, all necessary personnel required to perform the Services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Town. All Services required hereunder shall be performed by Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state, and local law to perform such services.

SECTION 12: SUB-CONSULTANTS. The Town reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, Consultant shall indemnify and hold the Town harmless for any claim in excess of the sub-consultant's insurance coverage arising out of the negligent acts, errors, or omissions of the sub-consultant. Consultant shall not charge an administrative fee or surcharge on any sub-consultant's services; all sub-consultant costs shall be a direct pass-through cost to the Town.

SECTION 13: ASSIGNMENT. The Town and Consultant each binds itself and its partners, successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and assigns of such other party, in respect to all covenants of this Agreement; and, neither the Town nor Consultant will assign or transfer their interest in this Agreement without the written consent of the other.

SECTION 14: EQUAL OPPORTUNITY EMPLOYMENT. Consultant agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, marital status, sexual orientation, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. This provision applies to all Consultant's subcontractors, and it is the responsibility of Consultant to ensure subcontractor's compliance.

SECTION 15: INTEREST OF CONSULTANT.

a. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any services to which this Agreement pertains or any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

b. Consultant acknowledges that, in the course of performing under this Agreement, it may originate, develop, receive or otherwise become aware of knowledge and information concerning the Town and its plans and that all such knowledge and information, whether oral or written which is developed or acquired by, or communicated or delivered to the Consultant, or of which Consultant may otherwise become aware are and shall be and remain the confidential information of the Town ("Confidential Information"), unless otherwise deemed "public" by law. The Consultant will not use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with state statute and applicable federal

regulations (“Recipient Information”). Consultant further acknowledges that, in the course of performing the services under this Agreement, it may have access to certain other information that relates, directly or indirectly, to statistical, business or technical research, development, trade secrets, processes, formulae, specifications, programs, software packages, technical know-how, methods and procedures of operation, business or confidential plans (“Proprietary Information”). Consultant affirms that it will not disclose any Confidential Information, Recipient Information, or Proprietary Information and that if it determines that there could be a conflict or potential conflict of interest, Consultant and/or its agents will immediately advise the Town Manager.

c. Neither Consultant nor any of its employees, agents, or sub-consultants performing under this Agreement shall have or hold any employment or contractual relationship that is antagonistic or incompatible with Consultant’s conscientious exercise of judgment related to its performance under this Agreement.

d. Consultant shall immediately notify the Town if issues are discovered by the Consultant that may adversely impact the Town.

SECTION 16: COMPLIANCE WITH LAWS. Consultant shall comply with the applicable requirements of State and applicable federal, state, and local laws, including all Codes and Ordinances of the Town as amended from time to time, and that exist at the time of building permit issuance.

SECTION 17: ACCESS AND AUDITS. Consultant shall maintain adequate records to justify all payments made by the Town under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The Town shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at Consultant’s place of business. In no circumstances will Consultant be required to disclose its confidential or proprietary information regarding its products and service costs.

SECTION 18: AUTHORITY TO PRACTICE. Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner and consistent with all applicable laws, including without limitation, Florida’s Public Records Act, Chapter 119, Florida Statutes. Proof of such licenses and approvals shall be submitted to the Town upon request.

SECTION 19: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 20: PUBLIC ENTITY CRIMES. As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into this Agreement, Consultant certifies that it, its affiliates, suppliers, sub-consultants, and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of this Agreement. The Consultant is under a continuing obligation for the term of this Agreement to immediately notify the Town of any violation of this provision.

SECTION 21: SCRUTINIZED COMPANIES.

a. As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into this Agreement, Consultant certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. The Town and Consultant agree that the Town will have the right to immediately terminate this Agreement if Consultant is found to have submitted a false certification, or if the Consultant or any of its subconsultants are placed on the Scrutinized Companies or Other Entities that Boycott Israel List or are engaged in a boycott of Israel during the term of this Agreement.

b. If this contract is for one million dollars or more, the Consultant certifies that Consultant and its subconsultants are not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List and have not been engaged in business operations in Cuba or Syria. The Town may immediately terminate this Agreement if the Consultant is found to have submitted a false certification, or if the Consultant or any of its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, have been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

c. Subject to limited exceptions provided in state law, the Town will not contract for the provision of goods or services with any scrutinized company referred to above. The Consultant is under a continuing obligation for the term of this Agreement to immediately notify the Town of any violation of this provision.

SECTION 22: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the TOWN shall be sent to:

Town of Highland Beach
Attn: Town Manager

3614 S. Ocean Boulevard
Highland Beach, FL 33487

and if sent to Consultant, shall be sent to:

South Florida Engineering Services, Inc.
Attn: Aaron Cutler
1224 Haywagon Trail
Loxahatchee, FL 33470

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 23: ENTIRETY OF AGREEMENT. The Town and Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 24: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 25: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement, and the Town reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 26: NO THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries under this Agreement.

SECTION 27: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Town may at its option provide notice to Consultant to terminate for cause.

SECTION 28: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the Town Commission.

SECTION 29: NOTICE OF COMPLAINTS, SUITS, AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation

either may conduct, the defense of any claim or suit in which either party is named and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 30: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 31: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 32: PALM BEACH COUNTY IG. Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Sections 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed Town contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Town and its agents in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a breach of this Agreement and may result in termination of this Agreement or other sanctions or penalties as set forth in the Palm Beach County Code.

SECTION 33: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of this Agreement and Exhibit "A." The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement and the Exhibits, the terms and conditions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 34: OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, or other work products produced by Consultant pursuant to this Agreement shall become the property of the Town. Consultant may keep copies or samples thereof and shall have the right to use the same for its own purposes. The Town accepts sole responsibility for the reuse of any such deliverables in a manner other than as initially intended or for any use of incomplete documents.

SECTION 35: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, the undersigned on behalf of Consultant hereby represents to the Town that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of Consultant for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 36: DISPUTE RESOLUTION. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediator shall be a Florida Supreme Court Certified mediator. The mediation shall be held in Palm Beach County, Florida. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The Consultant hereby covenants, consents, and yields to the jurisdiction of the State Civil Courts of Palm Beach County, Florida. This Agreement shall be governed by the laws of Florida with venue for dispute resolution in Palm Beach County. Each party shall be responsible for its own attorney's fees and costs in any dispute arising out of or related to this Agreement. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO OR ARISING OUT OF THIS AGREEMENT.

SECTION 37: REMEDIES. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 38: E-VERIFY. Pursuant to Section 448.095(5), Florida Statutes, Consultant shall:

a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all sub-consultants (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the sub-consultants' newly hired employees;

b. Secure an affidavit from all sub-consultants (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with unauthorized aliens;

c. Maintain copies of all sub-consultant affidavits for the duration of this Agreement;

d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

e. Be aware that a violation of Sections 448.09 or 448.095, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and

f. Be aware that if the Town terminates this Agreement under Section 448.095(5)(c), Florida Statutes, Consultant may not be awarded a public contract for at least one (1) year after the

date on which this Agreement is terminated and will be liable for any additional costs incurred by the Town as a result of termination of this Agreement.

SECTION 39: PUBLIC RECORDS. Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

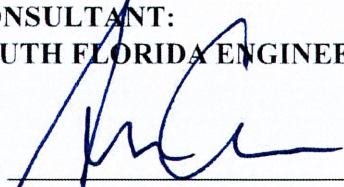
- a. Keep and maintain public records required by the Town to perform the service.
- b. Upon request from the Town's custodian of public records or designee, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the Town.
- d. Upon completion of this Agreement, transfer, at no cost, to the Town all public records in possession of the Consultant or keep and maintain public records required by the Town to perform the service. If the Consultant transfers all public records to the Town upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records or designee, in a format that is compatible with the information technology systems of the Town.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-278-4548, LGASKINS@HIGHLANDBEACH.US, OR BY MAIL AT TOWN OF HIGHLAND BEACH, 3614 S. OCEAN BOULEVARD, HIGHLAND BEACH, FL 33487.

SECTION 40: COMPLAINEE WITH SECTION F.S. 787.06. Consultant, by signing this Agreement as set forth below, attests that the Consultant does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

IN WITNESS WHEREOF, the Town has caused these presents to be executed in its name by its Mayor and attested and its official Seal to be hereunto affixed by its Town Clerk, and the Consultant has hereunto set its hand and Seal the day and year first written above.

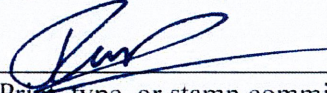
CONSULTANT:
SOUTH FLORIDA ENGINEERING SERVICES INC.

By: 
Aaron Cutler, President

STATE OF FL)
COUNTY OF Palm Beach)

Subscribed before me by means of [] physical presence or [] online notarization, this _____ this 16 day of FEB, 2026, by Aaron Cutler as President of South Florida Engineering Services, Inc., a company authorized to do business in the State of Florida, [] who is personally known to me or [] who produced FL DL as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind South Florida Engineering Services, Inc. to the same.

(Signature of Notary Public-State of Florida)


(Print, type, or stamp commissioned name of Notary public)



Rene Daal
Notary Public - State of Florida
Commission #HH339341
My Comm. Expires Dec 07, 2026
Bonded through National Notary Assn.

TOWN OF HIGHLAND BEACH

By: _____
Natasha Moore, Mayor

ATTEST:

Lanelda Gaskins, Town Clerk

Approved as to form and legal sufficiency:

Leonard G. Rubin, Town Attorney

Exhibit A



SOUTH FLORIDA ENGINEERING SERVICES, INC.

2026 Hourly Billing Rates

DATE: February 18, 2026

<u>Employee Classification</u>	<u>Hourly Billing Rates</u>
Lead Structural Engineer	\$280.00
Lead Civil Engineer	\$260.00
Lead Electrical Engineer	\$230.00
Engineer II	\$205.78
Engineer I	\$185.44
Principal/Lead Project Manager	\$192.74
Construction Manager	\$163.74
Assistant Construction Manager	\$128.00
Permit Coordinator	\$125.00
CAD Technician	\$110.00
Lead Inspector	\$125.00
Construction Inspector	\$115.74
Clerical	\$88.38
Mileage	Current IRS Rate
Printing	\$5.00/Sheet

- Hourly Rates for inspection services do not include any overtime.
- Hourly Rates include direct labor and indirect overhead expenses, and profit.
- Hourly Rates are for 8 hours/day and 40 hours/week during regular scheduled work hours.

File Attachments for Item:

B. Resolution No. 2026-002

A Resolution of the Town Commission of the Town of Highland Beach, Florida approving an application for financial assistance under the Florida Inland Navigation District Waterways Assistance Program and providing the required certifications and assurances; and providing for an effective date.



RESOLUTION NO. 2026-002

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, APPROVING AN APPLICATION FOR FINANCIAL ASSISTANCE UNDER THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM AND PROVIDING THE REQUIRED CERTIFICATIONS AND ASSURANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Highland Beach is interested in carrying out the following described project for the enjoyment of the citizenry of the Town of Highland Beach and the State of Florida:

Project Title: Highland Beach Police Department Public Safety Dock (Phase #2)

Total Estimated Cost \$2,903,916

Brief Description of Project: Public Safety Police and Fire Rescue emergency dock; and

WHEREAS, Florida Inland Navigation District financial assistance is required for the program mentioned above.

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 authorizes the project described above and further authorizes the Town of Highland Beach to make application to the Florida Inland Navigation District (“District” or “FIND”) in the amount of 50% of the actual cost of the project in behalf of said Town of Highland Beach.

Section 3. In connection with said application, the Town of Highland Beach certifies the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2, F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.
2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

- 3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said Town of Highland Beach for public use.
- 4. That it will not discriminate against any person on the basis of race, color, or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P.L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state, and local laws, rules, and requirements.
- 5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.
- 6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

Section 4. This Resolution shall be effective immediately upon adoption.

DONE AND DULY ADOPTED by the Town Commission of the Town of Highland Beach at a legal and properly noticed meeting held on this 3rd day of March, 2026.

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 Donald Peters
Commissioner Judith M. Goldberg
Commissioner Jason Chudnofsky

File Attachments for Item:

C. Resolution No. 2026-003

A Resolution of the Town Commission of the Town of Highland Beach, Florida, amending Resolution No. 2025-024 to revise Exhibit "C" of the fiscal year 2025-2026 Schedule of Fees establishing fees and charges for the Town services; providing for conflicts; providing for severability; and providing for an effective date.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting
MEETING DATE March 3, 2026
SUBMITTED BY: Town Manager's Office
SUBJECT: Amendment to Fee Schedule Changes for Fiscal Year 25-26

The purpose of this memorandum is to advise the Town Commission that Resolution No. 2025-024, which adopted the Fiscal Year 2025–2026 Schedule of Fees, requires amendment to Exhibit “C” to provide additional clarity regarding the procedures and costs associated with connecting to the Town’s water and sewer system.

Following the adoption of the original fee resolution, staff identified the need to more clearly distinguish between connection responsibilities, project management procedures, and cost allocation based on service line size. The revised Exhibit “C” establishes a clearer framework for when the Town will manage and construct connections versus when property owners must procure construction services, as well as the associated fees, administrative charges, and escrow requirements. These clarifications are intended to improve transparency, ensure consistency in application, protect Town infrastructure, and facilitate efficient project delivery.

Importantly, the amendments do not alter the Town’s overall policy of cost recovery for utility connections but instead refine the process to ensure that property owners, contractors, and Town staff have a clear and predictable understanding of roles, responsibilities, and financial obligations.

Attached for the Commission’s consideration is an amending resolution that revises Exhibit “C” accordingly, along with the updated Exhibit “C” reflecting the clarified procedures and fee structure.

Staff recommends approval of the amending resolution to ensure the Town’s fee schedule accurately reflects current operational practices and provides clear guidance to residents and applicants seeking connection to the municipal water and sewer system.

Please do not hesitate to contact me should you have any questions prior to the meeting.

ATTACHMENTS:

Resolution No. 2026-003, Amending Fiscal Year 2025-26 Schedule of Fees

RECOMMENDATION:

Approval for Resolution No. 26-003, amending Fiscal year FY 2025-2026 Schedule of Fees (including revised Exhibit "C".)



RESOLUTION NO. 2026-003

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AMENDING RESOLUTION NO. 2025-024 TO REVISE EXHIBIT “C” OF 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, on September 18, 2025, the Town Commission adopted Resolution No. 2025-024 establishing the Fiscal Year 2025-2026 Schedule of Fees for Town services; and

WHEREAS, the Town Commission has determined that it is necessary and in the best interest of the Town to revise Exhibit “C” of the Schedule of Fees to reflect updated fees and charges; and

WHEREAS, the Town Commission finds that the amendments contained herein serve a valid public purpose and promote the health, safety, and welfare of the residents of the Town of Highland Beach.

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. Exhibit “C” of Resolution No. 2025-024, “Town of Highland Beach Schedule of Fees,” is hereby amended and replaced in its entirety with the revised **Exhibit “C”** attached hereto and incorporated herein by reference (additional language underlined). All other exhibits and provisions of Resolution No. 2025-024 shall remain unchanged and in full force and effect.

Section 3. All 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 circumstance 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 3rd day of March 2026.

Natasha Moore, Mayor

ATTEST:

**REVIEWED FOR LEGAL
SUFFICIENCY:**

Lanelda Gaskins, MMC
Town Clerk

Leonard G. Rubin, Town Attorney

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

YES NO

____ _

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

- d. 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

- e. Fire Hydrants \$25.94 each per month
- f. Standpipes/Sprinkler System \$25.94 each per month

IX. GENERAL CUSTOMER BILLING

- g. Water and Sewer usage charges will be billed bi-monthly.
- h. Payment remittance is due within 30 days of the billing date.
- i. Accounts more than 30 days are considered delinquent.
- j. Delinquent accounts will be subject to an additional 1.5% per month (18% annum) delinquency charge.
- k. 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.
- l. Water service will not be reconnected until the delinquent bill and a fifty-dollar (\$50.00) reconnection fee is paid.
- m. 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.
- n. 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%

c. Installation Costs

i. 4-inch Service Lines or Larger

Dwellings with a 4-inch service line or larger shall be responsible for all costs associated with connecting new sewer or water service to the main supply. The property owner or dwelling management shall procure all required construction services, and the selected contractor must hold a valid State of Florida license for underground utility work. An escrow deposit equal to ten percent (10%) of the total project cost, or a minimum of \$5,000.00 (whichever is greater), shall be required to cover Town engineering review, inspection, and construction management services.

ii. Below 4-inch Service Line

Dwellings with a service line less than 4 inches in diameter shall request new sewer or water main connections through the Town of Highland Beach. The Town shall design, manage, and construct the connection to the existing service line and will invoice the property owner for the total project cost plus a twenty-five percent (25%) administrative fee. All estimated costs must be paid in full prior to the commencement of any connection work.

XI. SEWER SYSTEM CONNECTION CHARGES

a. New Dwellings

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

b. Installation Costs

i. 4-inch Service Lines or Larger

Dwellings with a 4-inch service line or larger shall be responsible for all costs associated with connecting new sewer or water service to the main supply. The property owner or dwelling management shall procure all required construction services, and the selected contractor must hold a valid State of Florida license for underground utility work. An escrow deposit equal to ten percent (10%) of the total project cost, or a minimum of \$5,000.00 (whichever is greater), shall be required to cover Town engineering review, inspection, and construction management services.

ii. Below 4-inch Service Line

Dwellings with a service line less than 4 inches in diameter shall request new sewer or water main connections through the Town of Highland Beach. The Town shall design, manage, and construct the connection to the existing service line and will invoice the property owner for the total project cost plus a twenty-five percent (25%) administrative fee. All estimated costs must be paid in full prior to the commencement of any connection work.

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.

- o. During Normal Working Hours \$32.08
- p. Outside Normal Working Hours \$64.15