



TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING AGENDA

Tuesday, October 15, 2024 AT 1:30 PM

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

Town Commission

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

Mayor
Vice Mayor
Commissioner
Commissioner
Commissioner

Marshall Labadie
Lanelda Gaskins
Leonard G. Rubin

Town Manager
Town Clerk
Town Attorney

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

A. Resolution No. 2024-031

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

B. Resolution No. 2024-033

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 Board of Adjustments and Appeals; and providing for an effective date.

6. **PUBLIC COMMENTS**

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

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

None.

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

A. Approval of Meeting Minutes

September 17, 2024 Town Commission Meeting Minutes

September 18, 2024 Town Commission Second Public Hearing Budget Meeting

9. **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. Sanitary Sewer Lining Rehabilitation Project Update

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

A. Approve and authorize the Mayor to execute a professional services agreement with C.A.P. Government for supplemental building inspections and plan review services.

B. Introduction to a proposed ordinance amending the Town's Zoning Code, Chapter 30 relating to home-based businesses.

11. **TOWN COMMISSION COMMENTS**

Commissioner Judith M. Goldberg

Commissioner Donald Peters

Commissioner Evalyn David

Vice Mayor David Stern

Mayor Natasha Moore

12. **TOWN ATTORNEY'S REPORT**

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

Code Enforcement Board
2024;
unexpired

One (1) vacancy for an
unexpired ending December 7,
and One (1) vacancy for an
ending May 30, 2025

Meetings and Events

November 05, 2024 Town Hall closed due to Election Day

November 06, 2024 11:00 A.M. Natural Resources Preservation Advisory
Board Regular Meeting

November 11, 2024 Town Hall closed in Observance of Veteran's Day

November 12, 2024 1:00 P.M. Special Magistrate Hearing

November 14, 2024 9:30 A.M. Planning Board Regular Meeting

November 19, 2024 1:30 P.M. Town Commission Meeting

Board Action Report

None.

15. ADJOURNMENT

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

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

File Attachments for Item:

A. Resolution No. 2024-031

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



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Commission Meeting
MEETING DATE October 15, 2024
SUBMITTED BY: Jaclyn DeHart, Deputy Town Clerk
THROUGH Lanelda Gaskins, Town Clerk
SUBJECT: Resolution No. 2024-031

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

SUMMARY:

Consideration of Resolution No. 2024-031 ratifying the selection, appointments, and term of office of a member of the Code Enforcement Board and providing for an effective date.

On September 21, 2024 one (1) Board Members term ended which created one (1) vacancy for an three year term.

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

Deborah Muller (Byrd Beach)

As set forth in Sec. 2-99, in the Town' s code, terms for all boards shall be three (3) years and no board member may serve more than two (2) consecutive terms on the same board without first taking a one-year hiatus from the board. Appointments for partial terms shall not count toward the two-term limit. The Highland Beach Police Department conducted a background check on the applicant. There were 4 previous code cases with the most recent being in 2023.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Deborah Muller application
Resolution No. 2024-031

RECOMMENDATION: Due to the lack of a Chairperson or Vice Chairperson it is at the discretion of the Town Commission to vet and appoint the applicant.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Commission Meeting
MEETING DATE October 15, 2024
SUBMITTED BY: Jaclyn DeHart, Deputy Town Clerk
THROUGH Lanelda Gaskins, Town Clerk
SUBJECT: Resolution No. 2024-031

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

SUMMARY:

Consideration of Resolution No. 2024-031 ratifying the selection, appointments, and term of office of a member of the Code Enforcement Board and providing for an effective date.

On September 21, 2024 one (1) Board Members term ended which created one (1) vacancy for an three year term.

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

Diane Matthewman (El Dorado)

As set forth in Sec. 2-99, in the Town' s code, terms for all boards shall be three (3) years and no board member may serve more than two (2) consecutive terms on the same board without first taking a one-year hiatus from the board. Appointments for partial terms shall not count toward the two-term limit. The Highland Beach Police Department conducted a background check on the applicant. There is 1 previous code case closed in 2021.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Diane Matthewman application
Resolution No. 2024-031

RECOMMENDATION: Due to the lack of a Chairperson or Vice Chairperson it is at the discretion of the Town Commission to vet and appoint the applicant.



RESOLUTION NO. 2024-031

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

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

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

WHEREAS, on September 21, 2024, two (2) members' terms ended, thereby opening two (2) vacancies on the Board; and

WHEREAS, the Town Clerk's Office received two (2) applications for consideration; and

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

WHEREAS, the Town Code requires the Chairperson to vet the applicant and make a recommendation to the Town Commission, there is no Chairperson or Vice Chairperson on the Code Enforcement Board to interview the applicant or recommend that the Town Commission appoints two (2) applicants to the Board; and

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

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

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

Section 2. Consistent with the Town’s Code of Ordinances, two (2) members have been selected by the Town Commission to serve on the Code Enforcement Board for a three-year terms, ending on October 15, 2027 as follows:

Board Member: Deborah Muller

Board Member: Diane Matthewman

Section 3. This Resolution shall become effective upon adoption.

DONE AND ADOPTED by the Town Commission of the Town of Highland Beach, Florida, this **15st** day of **October** 2024.

Natasha Moore, Mayor

ATTEST:

REVIEWED FOR LEGAL SUFFICIENCY:

Lanelda Gaskins, MMC
Town Clerk

Leonard G. Rubin, Town Attorney
Town of Highland Beach

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

YES NO



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

BOARDS AND COMMITTEES APPLICATION

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

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

NAME: Deborah Muller PHONE: 828-284-3599

HOME ADDRESS: 2375 S. Ocean Blvd. APT. NO.

SUBDIVISION: Byrd Beach EMAIL ADDRESS: djmuller43@gmail.com

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

- 2 Board of Adjustment & Appeals
1 Code Enforcement Board
6 Financial Advisory Board
3 Natural Resources Preservation Board
4 Planning Board
5 Town Commission *** (If vacancy)
7 Other Board /Committee

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

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

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

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

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

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

Please summarize your volunteer experience(s):

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

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

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

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

Deborah Mull
Signature of Applicant

Aug. 14, 2024
Date

Resume Attached

Deborah Muller

2375 S Ocean Blvd.

Highland Beach, FL 33487

828-284-3599 djmuller43@gmail.com

Skills Summary

- Extensive experience in sales and marketing
- Strong leadership and management skills
- Proficient in travel planning, customer service, and real estate
- Excellent communication and organizational skills
- Knowledgeable in local government processes and community engagement

Education

- High School Graduate, 1976
- Community College
- Trade School – Specialization in Travel and Real Estate

Professional Experience

Travel Agent

1980 - Present

- Over 40 years of experience in the travel industry
- Opened and managed a successful travel agency in South Florida for nearly 20 years
- Specializes in providing personalized travel experiences and managing customer relationships

Notary Public

2000 - Present

- Over 20 years of experience as a Notary Public, providing notarization services for various legal documents

Real Estate Associate

2000 - Present

- Over 20 years of experience in real estate, specializing in residential and commercial properties

Commercial Property Manager

Boynton Beach, FL

- Managed a 10,000 sq ft warehouse with multiple tenants
- Handled lease negotiations, property maintenance, and tenant relations

Board Member

THE FIRST TEE of the Palm Beaches

- Contributed to youth development programs focusing on life skills through golf

Board Member

Lookout Peak Neighborhood Board, Mountain Air Country Club

- Assisted in overseeing community regulations, events, and resident engagement

Awards and Acknowledgements

- **Sea Turtle Volunteer, Highland Beach**

2014 - Present

- Volunteered for 10 years under Barbara Blandid James, focusing on sea turtle conservation efforts
- **President, Women's Golf Association (WGA), Royal Palm Yacht and Country Club 2022 - 2023**
 - Led the WGA and organized various events and tournaments
- **Committee Chair**
 - Chaired two Women's Golf Member-Guest Events
- **Volunteer at Major Golf Tournaments**
 - Volunteered at the US Open at Congressional and the Timbertech Championship in Boca Raton

Community Involvement

- Active participation in local community service and volunteer work
- Engaged in various neighborhood and town events and initiatives

References

Available upon request.



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

BOARDS AND COMMITTEES APPLICATION

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

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

NAME: Diane Matthewman PHONE: 954-240-6268

HOME ADDRESS: 1109 Bel Air Drive APT. NO. 5

SUBDIVISION: _____ EMAIL ADDRESS: dmat7200@bellsouth.net

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

- | | |
|-------------------------------------|--|
| _____ Board of Adjustment & Appeals | <u>1</u> Code Enforcement Board |
| _____ Financial Advisory Board | _____ Natural Resources Preservation Board |
| _____ Planning Board | _____ Town Commission *** (If vacancy) |
| | _____ Other Board /Committee |

RECEIVED
 AUG 26 2024
 Town of Highland Beach, FL
 Town Clerk's Office

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

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

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

Natural Resources Preservation Board - 2 terms

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

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

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

Please summarize your volunteer experience(s):

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

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

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

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



Signature of Applicant

August 14, 2024
Date

Resume Attached

File Attachments for Item:

B. Resolution No. 2024-033

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 Board of Adjustments and Appeals; and providing for an effective date.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Commission Meeting
MEETING DATE October 15, 2024
SUBMITTED BY: Jaclyn DeHart, Deputy Town Clerk
THROUGH Lanelda Gaskins, Town Clerk
SUBJECT: Resolution No. 2024-033

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 Board of Adjustments and Appeals; and providing for an effective date.

SUMMARY:

Consideration of Resolution No. 2024-033 ratifying the selection, appointments, and term of office of a member of the Board of Adjustments and Appeals (BOAA); and providing for an effective date.

On June 15, 2024, one (1) Board Members term ended which created one (1) vacancy for a three-year term ending October 15, 2027.

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

Jane Perlow (Toscana West)

As set forth in Sec. 2-99, in the Town's code, terms for all boards shall be three (3) years and no board member may serve more than two (2) consecutive terms on the same board without first taking a one-year hiatus from the board. Appointments for partial terms shall not count toward the two-term limit. Additionally, in accordance with Resolution 19-029, a background check was conducted and the background check results disclosed there were no objectionable findings. In addition, there was one code case in 2022 that was closed as it achieved compliance.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Jane Perlow application and vetting form.
Resolution No. 2024-033

RECOMMENDATION: Due to the lack of a recommendation from the Chairperson it is at the discretion of the Town Commission to vet and appoint the applicant.



RESOLUTION NO. 2024-033

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 BOARD OF ADJUSTMENT AND APPEALS BOARD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 20, Article III, Sec. 20-46 of the Town’s Code of Ordinances establishes the Board of Adjustment and Appeals Board and governs the membership, qualification, function, and rules of the Board of Adjustment and Appeals Board; and

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

WHEREAS, on June 15, 2024, one (1) member’s term ended, thereby opening one (1) vacancy on the Board; and

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

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

WHEREAS, the chairperson of the Board of Adjustment and Appeals Board interviewed the new applicant and recommended that the Town Commission make the decision on this new applicant to the Board; and

WHEREAS, Town residents interested in serving on or continuing to serve on the Board of Adjustment and Appeals Board have submitted a board application for the Town Commission’s consideration.

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

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

Section 2. Consistent with the Town’s Code of Ordinances, the Town Commission has selected one (1) member to serve on the Board of Adjustment and Appeal Board for an unexpired term ending October 15, 2027

Board Member Jane Perlow

Section 3. This Resolution shall become effective upon adoption.

DONE AND ADOPTED by the Town Commission of the Town of Highland Beach, Florida, this **15th** day of **October 2024**.

ATTEST:

Natasha Moore, Mayor

REVIEWED FOR LEGAL SUFFICIENCY

Lanelda Gaskins, MMC
Town Clerk

Leonard G. Rubin, Town Attorney
Town of Highland Beach

VOTES:

YES NO

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

Name *

Jane Perlow

Phone *

5615426965

Home Address *

3720 South Ocean Blvd

APT. NO.

710

Subdivision

Toscana West

Email Address *

lacremeantik@hotmail.com

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

Board of Adjustment & Appeals *

1 

Code Enforcement Board *

- Select - 

Financial Advisory Board *

3 

Natural Resources Preservation Board *

- Select - ▼

Other Board/Committee *

2 ▼

Planning Board *

- Select - ▼

Town Commission *(If Vacancy) ***

- Select - ▼

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

Are you a resident of Highland Beach? *

Yes

No

Are you a registered voter in Highland Beach/Palm Beach County, FL? *

Yes

No

Are you currently serving on a Town Board? *

Yes

No

Have you ever served on a Town Board/Committee? *

Yes

No

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

I am finishing my 3 year term on Code Enforcement as Vice chair, I previously worked an additional 3 years. I'm term limited as of September 2024.

Are you willing to attend monthly board meetings? In (Person / Teleconferenc e) *

Yes

No

Per Town Code of Ordinance, I understand any member absence from three (3) consecutive meetings will be considered as resignation from the board/committee. *

Yes

No

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

I was involved in Real Estate transactions and managing Nursing Homes in New York for over 15 years. My resume is available on request. Lanelda knows me well. I already filed a statement of Financial Disclosure online last month. I am on the Board as Secretary for Toscana West and responsible to sign all our checks for vendors,

Please summarize your volunteer experience(s):

Docent at Boca Raton Museum of Art for over 15 years



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

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

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

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

Signature of Applicant *

Jane Perlow

Date

Sep ▼ 5 ▼ 2024 ▼

Resume

No file chosen

Files must be less than **2 MB**.

Allowed file types: **pdf doc docx**.



Jane Perlow, M.A.
3720 S. Ocean Blvd., #710
Highland Beach, Florida 33487

561 276-3345 Home

561 542-6965 Cell

email: lacremeantik@hotmail.com

Objective:

To seek a position as a member of the Highland Beach Advisory Board

Education:

St. John's University, New York-Masters Degree

Major: Spanish Literature

Minor: Spanish Language

Graduation Date: 01/1977

GPA: 3.5

Boston University, Boston, Massachusetts-Bachelors Degree

Major: Spanish

Minor: Education

Graduation Date: 08/1967

GPA:3.2

Business Experience:

2005-2007 **Concerned Seniorcare-** Geriatric Care Manager
3720 S. Ocean Blvd.Highland Beach, FL.33487

1996-2004 **Realty Unlimited LLC-**Property Manager.

Management of apartments and gas stations. 130 Horace Harding Blvd.
Great Neck, NY.11020

1984-1996 **Highland Care Center,** Nursing Home Administrator and Owner
91-93 175th St. Jamaica,NY 11432

1976-2004 **Stewart Perlow DMD PC.**Office Manager.

130 Horace Harding Blvd., Great Neck, NY.11020

Professional Teaching Experience:

01/08/08 –May 2016

PBCC Boca Raton, Boca Raton Florida

Position : Adjunct Instructor Spanish 1-2

Supervisor Stephen Frishman

08/2006 to 06/2007 **Pope John Paul II High School.** 4001 N. Military Trail,
Boca Raton, FL. 33431

Position Held: Spanish Teacher Grades 9-12. Spanish I,II, III.

Supervisor: Maria Grivas, Foreign Language Dept. Head.

05/2006 to 08/2006 **PBCC Boca Raton**. Boca Raton Florida, .
Position Held: Appointed Adjunct Instructor 02/15/2006
Supervisor: Fred Niditch
Phone: 561 740-1850
Description: Spanish 1 and 2 for Summer Term 2006

09/1978 to 06/1983 **Great Neck School System**. Great Neck, NY.
Position Held: Teacher of English to Foreign Born Adults ESOL

09/1975-06/1976 **Public School Forty-two**. Ozone Park, NY.
Position Held: ESOL Bilingual Common Branches,
5th & 6th Grades.

09/1968-06/1969 **Lawrence Road Junior High School**. Uniondale, NY.
Position Held: English and Spanish Teacher, 7-9th Grade.

Professional/Academic References:

Name: Mr Bruce Berman
Phone:
561 274-8828
Email address: bruce.berman@fsresidential.com
Relationship: Toscana West Building Manager, Highland Beach, FL

Name: Mr Bart Satsky
Phone: 561 279-2601
Relationship: Toscana West President Board Of Directors
Email Address: blsatwcip@aol.com

Name: Claire Clum
Email address: cclum@bocamuseum.org
Relationship: Curator of Education, Boca Raton Museum of Art. Supervisor of Ed. Dept.
Bi-lingual Docent, Boca Raton since 2005 –current
At the Boca Raton Museum of Art Boca Raton, FL..

File Attachments for Item:

A. Approval of Meeting Minutes

September 17, 2024 Town Commission Meeting Minutes

September 18, 2024 Town Commission Second Public Hearing Budget Meeting



TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING MINUTES

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

Date: September 17, 2024
Time: 1:30 PM

1. CALL TO ORDER

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

2. ROLL CALL

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

3. PLEDGE OF ALLEGIANCE

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

4. APPROVAL OF THE AGENDA

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

5. PRESENTATIONS / PROCLAMATIONS

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

Mayor Moore opened Public Comments.

The following individuals provided public comments:

Mr. Howard Stole of Casuarina Condominiums

Mr. Eugene Garrett of Bel Lido Drive.

Mr. Roger Brown of Tranquility Drive.

Mr. Richard Greenwald of Tranquility Drive provided comments.

7. **ORDINANCES** (Public Comments will be limited to three (3) minutes per speaker per item after Commission initial discussion.)
 - A. None.
8. **UNFINISHED BUSINESS** (Public Comments will be limited to three (3) minutes per speaker per item after Town Commission initial discussion.)
 - A. **Discussion of the Proposed Draft Ordinance amendments to the Accessory Marine Facilities (AMF) and seawall regulations of the Town Code.**

Mayor Moore read the title of the item.

Town Planner Ingrid gave a general introduction to the item, reviewed the history of the proposed ordinance and mentioned that this is not a first read and that the code requires that the ordinance go to the Planning Board for a recommendation.

Town Manager Labadie spoke about floating vessel platforms and the importance of defining and addressing the sensitivity of the issue.

The Town Commission discussed the proposed concepts including setbacks encroaching on neighboring properties, floating vessel platforms, ladders, marine experts, and the diversity of the properties within Highland Beach in reference to their waterfront footage size and location.

There was a suggestion to move forward with only certain concepts and to continue discussing the others.

Mayor Moore opened the item for public comments.

The following individuals provided public comments:

Mr. Roger Brown of Tranquility Drive.

Mr. Martin DeBeer of Intracoastal Drive.

Mr. Richard Greenwald of Tranquility Drive.

Mr. Karl Johansson of South Ocean Boulevard.

Ms. Maureen Garrett of Bel Lido Drive.

Discussion ensued about resident feedback received and the lack of consensus among them. The Town Commission further discussed ladders, floating vessel

platforms, setbacks, going back out on the Police Vessel, and moving forward with the first four concepts while continuing to discuss the other two.

Mayor Moore opened up for public comment on the issue of ladders.

The following individuals provided public comments:

Mr. Jason Chudnofsky of South Ocean Boulevard.

Mr. Karl Johansson of South Ocean Boulevard.

Mr. Roger Brown of Tranquility Drive.

There was consensus to move forward on the first four concepts and to continue discussing other concepts before moving forward with them.

1. Maximum height for AMFs: Base Flood Elevation (BFE) plus 7 feet.
2. Exempt personal watercraft (PWC) lifts from the requirement that “in no case shall the lift be higher than the superstructure of the boat when lifted” OR remove requirement.
3. Maximum seawall cap width = 3 feet; maximum seawall cap plus dock width = 8 feet.
4. Encroachment into water at 25 feet or 25% of waterway width, whichever is less (measured from the shortest distance adjacent to property line).

MOTION: David/ Peters – Moved to send an ordinance to the Planning Board that encompasses the four approved items and they be asked to discuss and come back with more detailed information regarding ladders (timing, placement, voluntary/mandatory) and deal with the issues of the definition of floating vessel platforms at another time. Upon a roll call: Commissioner David (Yes); Commissioner Peters (Yes); Commissioner Goldberg (Yes); Vice Mayor Stern (Yes); and Mayor Moore (Yes). The motion carried 5 to 0.

B. Sanitary Sewer Lining Rehabilitation Project Update

Town Manager Labadie explained that the Town has acquired a copy of the Hollywood contract for sewer lining and staff are working with the vendor to finalize their willingness to extend those prices. He hopes to have more information at the next meeting.

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

Town Manager Labadie provided an update on the RRR project and mentioned that the asphalt was tested in one location on A1A and was found to be lacking in good base material.

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

September 03, 2024 Town Commission Meeting Minutes

September 03, 2024 Town Commission First Public Hearing Budget Meeting

Mayor Moore noted minor changes to the minutes which were forwarded to the Town Clerk.

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

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

A. Resolution No. 2024-020

A Resolution of the Town Commission of the Town of Highland Beach, Florida approving an application with Synovus Bank for credit card services with line of \$100,000.00 and authorizing Town Administration to execute all required documents; and providing for an effective date.

Mayor Moore read the title of Resolution No. 2024-020.

MOTION: David/Goldberg - Moved to accept Resolution No. 2024-020, which passed unanimously 5 to 0.

11. TOWN COMMISSION COMMENTS

Commissioner Judith M. Goldberg is looking forward to being on the Florida League of Cities Advocacy Committee.

Commissioner Donald Peters spoke about the 75th Anniversary celebration in regard to securing vendors, sponsors, trollies, and food trucks.

Commissioner Evalyn David had no comments.

Vice Mayor David Stern thanked Costal Star Newspaper for the article that was published.

Mayor Natasha Moore had no comments.

12. TOWN ATTORNEY'S REPORT

Town Attorney Rubin had no comments.

13. TOWN MANAGER'S REPORT

Town Manager Labadie polled the Commission about having an invocation at the beginning of Town Commission Meetings given by Father Horgan of Saint Lucy Catholic Church. The Commission was in favor of this.

14. ANNOUNCEMENTS

Board Vacancies

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

September 18, 2024	5:01 P.M.	Town Commission Second Public Hearing Budget Meeting
October 01, 2024	1:30 P.M.	Town Commission Meeting

Board Action Report

None.

15. ADJOURNMENT

The meeting adjourned was adjourned at 3:19 P.M.

APPROVED: October 01, 2024 Town Commission Meeting.

ATTEST:

Natasha Moore, Mayor

Transcribed by
Jaclyn DeHart

10/01/2024

Lanelda Gaskins, MMC
Town Clerk

Date

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



TOWN OF HIGHLAND BEACH TOWN TOWN COMMISSION SECOND PUBLIC HEARING BUDGET MEETING MINUTES

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

Date: September 18, 2024
Time: 5:01 PM

1. CALL TO ORDER

Mayor Moore called the meeting to order at 5:01 P.M.

2. ROLL CALL

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

3. PLEDGE OF ALLEGIANCE

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

4. PRESENTATIONS

None.

5. SECOND READINGS / PUBLIC HEARINGS:

A. Resolution No. 2024-024

A Resolution of the Town Commission of the Town of Highland Beach, Florida, adopting a Final Millage Rate of 3.4040 Mills for the Town's Generating Operating Funds for the fiscal year beginning October 1, 2024, and ending September 30, 2025; providing that the Final Millage Rate 3.4040 Mills is 8.0900 percent greater than the computed rolled back rate of 3.1491 Mills; providing for severability; conflicts, and an effective date.

Mayor Moore read the title of Resolution No. 2024-024.

Mayor Moore opened the public hearing for public comments. Hearing none, she closed the public hearing.

MOTION: David/Stern - Moved to approve Resolution No. 2024-024 setting a Final Millage Rate of 3.4040 Mils. Upon roll call: Commissioner David (Yes); Vice Mayor Stern (Yes); Commissioner Goldberg (Yes); Commissioner Peters (Yes); and Mayor Moore (Yes). The motion carried 5 to 0.

B. Resolution No. 2024-025

A Resolution of the Town Commission of the Town of Highland Beach, Florida, adopting a Final Budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025; determining and fixing the amounts necessary to carry on the government of the Town for the ensuing year; providing for severalty, conflicts, and an effective date.

Mayor Moore read the title of Resolution No. 2024-025.

Mayor Moore opened the public hearing for public comments. Hearing none, she closed the public hearing.

MOTION: David/Stern - Moved to approve Resolution No. 2024-025 adopting a Final Budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025. Upon roll call: Commissioner David (Yes); Vice Mayor Stern (Yes); Commissioner Goldberg (Yes); Commissioner Peters (Yes); and Mayor Moore (Yes). The motion carried 5 to 0.

6. NEW BUSINESS

A. Resolution No. 2024-026

A Resolution of the Town Commission of the Town of Highland Beach, Florida, adopting the Fiscal Year 2024-2025 Schedule of Fees which establishes reasonable fees for town services and other charges; providing for conflicts; and providing an effective date.

Mayor Moore read the title of Resolution No. 2024-026.

Motion: David/Goldberg – Moved to approve Resolution No. 2024-026 adopting the Fiscal Year 2024-2025 Schedule of Fees. Upon a roll call: Commissioner David (Yes); Commissioner Goldberg (Yes); Commissioner Peters (Yes); Vice Mayor Stern (Yes); and Mayor Moore (Yes). The motion carried 5 to 0.

7. ADJOURNMENT

The meeting adjourned at 5:08

APPROVED: October 01, 2024 Town Commission Meeting.

ATTEST:

Natasha Moore, Mayor

Transcribed by
Jaclyn DeHart

10/01/2024

Lanelda Gaskins, MMC
Town Clerk

Date

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File Attachments for Item:

A. Approve and authorize the Mayor to execute a professional services agreement with C.A.P. Government for supplemental building inspections and plan review services.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting

MEETING DATE 10/15/2024

SUBMITTED BY: Jeff Remas, Chief Building Official

SUBJECT: EXECUTE AGREEMENT WITH CAP GOVERNMENT FOR SUPPLEMENTAL BUILDING INSPECTIONS AND PLAN REVIEW SERVICES

SUMMARY:

For the past six years, the Town has been utilizing CAP Government to provide building code inspection and plan review services through various piggyback contracts. Town staff determined it was in the best interest of the Town to directly negotiate with CAP Government in order to establish a long-term contract, leading to lowered costs and an increased range of services.

The proposed contract is for a term of one year with four additional one year renewal options and a fixed annual increase of five percent per year.

FISCAL IMPACT:

Budgeted \$330,000

106-524.000-535.000

106-524.000-535.100

ATTACHMENTS:

Professional Services Agreement

RECOMMENDATION:

Execute agreement with CAP Government for Supplemental Building Inspections and Plan Review Services



**PROFESSIONAL SERVICES AGREEMENT FOR
SUPPLEMENTAL BUILDING INSPECTIONS AND PLAN REVIEW SERVICES**

THIS AGREEMENT, made and entered into this ____ day of _____, 2024, by and between the **Town of Highland Beach**, Florida, a Florida municipal corporation ("Town"), with its office located at 3614 S. Ocean Boulevard, Highland Beach, Florida 33487, and **C.A.P. Government, Inc.**, a Florida corporation authorized to do business in Florida ("Consultant"), with a mailing address of 343 Almeria Avenue, Coral Gables, Florida 33134.

RECITALS

WHEREAS, the Town is a Florida municipal corporation organized and existing pursuant to its Charter, Chapter 166, Florida Statutes, and the Constitution of the State of Florida; and

WHEREAS, the Town desires to engage the Consultant to perform certain Building Department services in accordance with this Agreement; and

WHEREAS, the Consultant has the experience and skills necessary and desires to provide such professional services in accordance with this Agreement; and

WHEREAS, the Town finds this Agreement is in accordance with the Town's Purchasing Policy and Procedures and serves a valid public purpose.

NOW, THEREFORE, in consideration of the premises 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.

a. **Services.** The Consultant shall provide consulting services to the Town, including but not limited to inspections, plan examinations, and permitting assistance, as required by the Town and in accordance with all applicable laws, ordinances, rules and regulations and as set forth in more detail in the Scope of Services attached hereto as **Exhibit A** which is incorporated herein by this reference. The Town will issue a notice to proceed or purchase order each fiscal year (or as otherwise needed) to authorize services hereunder. If any services, functions, or responsibilities are not specifically described herein or in the Scope of Services but are necessary for the proper performance and provision of the services, they are hereby deemed to be implied by and included within the Scope of Services to the same extent and in the same manner as if specifically described herein. The Consultant, in representing the Town, shall promote the best interests of the Town and assume towards the Town a duty of care commensurate with that which is imposed upon persons or firms in the Consultant's profession. Unless otherwise agreed to in writing by both parties, the Consultant shall provide all the labor, materials, equipment, vehicles, uniforms, and supplies necessary to complete the Scope of Services. This Agreement

does not include professional services that are subject to the requirements set forth in section 287.055, Florida Statutes, as amended from time to time.

b. **Contract Administrator.** The contract administrator for the Town shall be the Town Manager or his designee. The Consultant shall appoint a person who shall meet to coordinate, review and insure performance by the Consultant under this Agreement. The contract administrator will oversee the daily administration of the tasks to be performed by the Consultant.

c. **Schedule.** Consultant shall perform the services hereunder during normal business hours of 8:00 A.M. to 4:30 P.M., Monday through Friday, as needed, or as may be altered by mutual agreement.

SECTION 3: TERM, TIME AND TERMINATION.

a. **Term.** The term of this Agreement shall be for an initial term of one (1) year commencing on the date set forth above and shall automatically renew for four (4) additional one (1) year renewal terms, unless earlier terminated as stated herein.

b. **Time for Completion.** Time is of the essence in the performance of this Agreement. The Consultant shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with industry standards and as otherwise set forth in this Agreement.

c. **Force Majeure.** Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or Town may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Consultant or Town shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the Town shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its subconsultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the Town's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than three (3) days before a notice of delay or claim therefore is made in writing to the Town. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

d. **Termination without cause.** The Town may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days 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 ten (10) days from the date of the notice in which to remedy the breach. If such corrective action is not taken within ten (10) days, then this Agreement may be terminated by notice sent by the non-breaching party to the other party at the end of the ten (10) day period.

f. **Early Termination.** If this Agreement is terminated before the completion of all services by either party, the Consultant shall:

1. Stop services on the date and to the extent specified in the notice including without limitation services of any subconsultants.

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.
3. Continue and complete all parts of the services that have not been terminated.

g. **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. In the event of termination, the Consultant shall be compensated for services performed in accordance with this Agreement up to the date of termination.

h. **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 4: COMPENSATION.

a. **Payments.** The Town agrees to compensate the Consultant for the services performed hereunder in accordance with the following rate schedule:

- **Inspector:** \$80.00 per hour
- **Plans Examiner:** \$86.50 per hour
- **Permit Technician:** \$50.00 per hour
- **Engineer:** \$120.00 per hour
- **Engineer with Special Inspections (SI):** \$140.00 per hour

These rates shall be subject to an annual increase of five percent (5%) based on Cost of Living Adjustment. These hourly rates shall be all-inclusive and no reimbursable expenses shall be paid. The Town shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of the Consultant providing services to the Town under this Agreement and/or services not otherwise authorized by the Town.

b. **Invoices.** The 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. Except as otherwise set forth in this Agreement, the Consultant shall be paid within thirty (30) days receipt of an approved invoice for services. If the Town disputes any invoice or part of an invoice, the Town shall notify the Consultant of such dispute within fifteen (15) days of receipt of the invoice. The Town reserves the right to off-set, reduce or withhold any payment to the Consultant until such dispute is resolved.

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

SECTION 5: WARRANTY/GUARANTEE. The Consultant warrants that the services provided under this Agreement will be performed to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the services are provided. The Town shall not be responsible for the payment of any costs or fees incurred by the Consultant for the Consultant's correction of any errors in the services performed. Promptly after receipt of notice from the Town, the Consultant shall correct all defective services and/or perform such services again at no additional expense to the Town.

SECTION 6: 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 the 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 7: INSURANCE. Prior to commencing any services, and without limiting any of the other obligations or liabilities of the Consultant, the Consultant shall, at its own expense, and shall require any subconsultant, 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.

b. Employer's Liability with limits of \$100,000 per person, \$500,000 per occurrence and \$100,000 per each disease.

c. Commercial General Liability 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 - Consultant 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.

d. Business Automobile Liability 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. Owned Vehicles
2. Hired and Non-Owned Vehicles
3. Employers' Non-Ownership

e. Professional Liability with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) general aggregate. Coverage shall be afforded on a form acceptable to the Town. Consultant shall insure that subconsultants used for any portion of the project, maintain adequate levels of Professional Liability Insurance.

f. Cyber Liability with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 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.

g. Prior to commencement of services, the 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 its elected officials, officers, employees, and attorneys" shall be named as an additional insured as to Consultant's liability on policies referenced in this Section other than workers' compensation coverage. The required Certificates of Insurance shall not only name the types of policies provided, but also shall refer specifically to this Agreement in accordance with which insurance is being furnished, and shall state that such insurance is as required by this Agreement. The 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, the Consultant shall provide copies of all other insurance policies.

h. 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.

i. The 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.

j. Consultant shall insure that subconsultants used for any portion of the services maintain the same insurance as is required of the Consultant herein.

SECTION 8: INDEMNIFICATION. The 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 the Consultant, its

agents, officers, subconsultants, employees, or anyone else employed or utilized by the Consultant in the performance of this Agreement. The 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 the Consultant against the Town and the Consultant hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This also includes claims involving infringement upon any copyright, patent, trade secret, or other intellectual property, proprietary, or ownership interest or legal rights of any third party. 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.

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 WHETHER OR NOT CAUSED BY THE OTHER PARTY'S NEGLIGENCE EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Nothing contained in this Agreement 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 Agreement to claims or actions arising in tort and/or contract.

SECTION 10: PERSONNEL. The services to be performed hereunder shall be performed by the Consultant's own employees/staff, unless otherwise authorized in writing by the Town. The 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 the services required hereunder shall be performed by the 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 11: SUBCONSULTANTS. The Town reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and approve all qualifications of any subconsultant in order to make a determination as to the capability of the subconsultant to perform properly under this Agreement. All subconsultants providing professional services to the 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 subconsultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold the Town harmless for any claim in excess of the subconsultant's insurance coverage arising out of the negligent acts, errors or omissions of the subconsultant. The Consultant shall not charge an administrative fee or surcharge on any subconsultant's services; all subconsultant costs shall be a direct pass-through cost to the Town.

SECTION 12: SUCCESSORS AND ASSIGNMENT. The Town and the 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 the Consultant will assign or transfer their interest in this Agreement without the written consent of the other.

SECTION 13: INTEREST OF THE CONSULTANT. The 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. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

SECTION 14: COMPLIANCE WITH LAWS. Regarding the provision of services hereunder, the Consultant shall comply with any and all applicable requirements of federal, state, and local laws, rules and regulations including all Codes and Ordinances of the Town as amended from time to time.

SECTION 15: ACCESS AND AUDITS. The 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 the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs except as required by law or by order of a court with jurisdiction.

SECTION 16: AUTHORITY TO PRACTICE. The 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 17: 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 18: PUBLIC ENTITY CRIMES. As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into this Agreement, Consultant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. Consultant will advise the Town immediately if it becomes aware of any violation of this statute.

SECTION 19: SCRUTINIZED COMPANIES. 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 subcontractors 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 subcontractors have been placed on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel.

If this contract is for one million dollars or more, the Consultant certifies that Consultant and its subcontractors are not on the Scrutinized Companies with Activities in Sudan List, that Consultant and its subcontractors are not on the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, and Consultant and its subcontractors have not been engaged in business operations in Cuba or Syria. The Town may immediately terminate this contract if the Consultant is found to have submitted a false certification, or if the Consultant or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Terrorism Sectors List or are or have been engaged with business operations in Cuba or Syria during the term of this contract.

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 20: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (return receipt requested), 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, Florida 33487

and if sent to the Consultant, shall be sent to:

C.A.P. Government, Inc.
Attn: Carlos A. Penin, P.E., President
343 Almeria Avenue
Coral Gables, Florida 33134

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 21: ENTIRETY OF AGREEMENT. The Town and the 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 22: 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 23: 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 24: NO THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries under this Agreement.

SECTION 25: 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 the Consultant to terminate for cause.

SECTION 26: 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 27: 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 28: 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. The parties agree to accept the execution of this Agreement by facsimile, email, or other electronic means.

SECTION 29: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the Consultant acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Consultant has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS; AMENDMENTS. This Agreement consists of this Agreement, **Exhibit A** (Scope of Services) and any notice to proceed/purchase order issued hereunder. 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 these documents, the terms, conditions, covenants and provisions of the documents shall prevail in the following order: 1. Agreement; 2. Notice to proceed/purchase order; and 3. Scope of Services. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between such provisions. This Agreement may only be amended in a writing signed by both parties.

SECTION 31: OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, or other work products of the Consultant shall become the property of the Town. The 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 32: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, the undersigned on behalf of the 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 the 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 33: APPLICABLE LAW; VENUE; WAIVER OF JURY TRIAL. 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. Except as otherwise set forth in the indemnification provision in this Agreement, 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 34: 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 35: 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 subconsultants (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 subconsultants' newly hired employees;

b. Secure an affidavit from all subconsultants (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 subconsultant 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 Section 448.09, 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 36: 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 the 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 the 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 THE 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 BLVD., HIGHLAND BEACH, FLORIDA 33487.

SECTION 37: HUMAN TRAFFICKING. Consultant, by signing this Agreement below, attests that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

SECTION 38: NO LIEN RIGHTS. The Consultant and any subconsultant utilized by the Consultant shall have no lien rights regarding any property owned by the Town or otherwise.

SECTION 39: CONFIDENTIAL AND PROPRIETARY INFORMATION. Each party ("Receiving Party") will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Agreement) information, technology, or software ("Confidential Information") obtained from the other party ("Disclosing Party"); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party's Confidential Information, (iv) that is already in the Receiving Party's possession at the time of disclosure, or (v) that is required to be released by law.

SECTION 40: EXPORT ADMINISTRATION. Each party agrees to comply with all export laws and regulations of the United States ("Export Laws") to assure that no software deliverable, item, service, technical data, or any direct product thereof arising out of or related to this Agreement is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

SECTION 41: PROTECTION OF PROPERTY; DAMAGES. Consultant shall at all times guard against damage or loss to the property of the Town or of other vendors, contractors, or persons and shall be held responsible for replacing or repairing any such loss or damage. The Town may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the Consultant, its employees, contractors, or agents. Consultant shall be responsible to safeguard all of their property such as tools and equipment while performing services or otherwise on site. The Town will not be held responsible for any loss of Consultant's property due to theft or vandalism or otherwise.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year set forth above.

TOWN OF HIGHLAND BEACH

By: _____
Natasha Moore, Mayor

ATTEST:

Approved as to form and legal sufficiency:

Lanelda Gaskins, MMC, Town Clerk

Glen J. Torcivia, Town Attorney

CONSULTANT: C.A.P. GOVERNMENT, INC.

[Corporate Seal, if required]

By: _____
Carlos A. Penin, President

STATE OF FLORIDA)
COUNTY OF _____)

Subscribed before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2024, by **Carlos A. Penin**, as **President** of **C.A.P. Government, Inc.**, a Florida corporation, [] who is personally known to me or [] who produced _____ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, and otherwise, are true and correct, and he is duly authorized to execute the foregoing instrument and bind Consultant to the same.

[Notary Seal]

Notary Signature

EXHIBIT A
SCOPE OF SERVICES

CAP Government, Inc. shall provide professional services to the Town of Highland Beach on an as-needed basis, including the following:

1. Building Inspections

- Provide licensed building inspectors to perform inspections in accordance with the Florida Building Code and applicable town ordinances.
- Ensure compliance with F.S. 468, requiring all building inspectors to hold appropriate certifications.
- Inspect structural, electrical, plumbing, mechanical, and other components as required under the Town’s building code.

2. Plans Review

- Provide licensed plans examiners to review building plans for compliance with the Florida Building Code and applicable ordinances.
- Ensure all plans examiners are licensed and certified in accordance with F.S. 468.
- Review structural, electrical, plumbing, and mechanical plans to ensure compliance with all regulations.

3. Engineering Services

- Provide licensed engineers to perform necessary structural and civil engineering reviews as required by the Town.
- Engineers provided shall be licensed under F.S. 471 (Engineering) or F.S. 481 (Architecture), as applicable.
- Ensure all engineering services comply with local, state, and federal regulations.

4. Permit Processing Support

- Provide an ICC Certified Permit Technician to assist with the processing of building permits.
- The Permit Technician will ensure permit applications are complete and processed in accordance with the Town’s procedures.
- Review submitted documents for accuracy and compliance with the Town’s requirements before permits are issued.

5. On-Demand Services

- CAP Government will supply additional staffing and expertise as needed for special projects or increased demand.
- All professionals provided by CAP will be fully certified and licensed in their respective fields and will adhere to the standards of the Florida Building Code.

File Attachments for Item:

B. Introduction to a proposed ordinance amending the Town's Zoning Code, Chapter 30 relating to home-based businesses.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission

MEETING DATE October 15, 2024

SUBMITTED BY: Ingrid Allen, Town Planner, Building Department

SUBJECT: Introduction to an amendment to the Town's Zoning Code (Chapter 30) relating to home-based businesses

SUMMARY:

The proposed amendment to the Town's Zoning Code (Chapter 30) will bring regulations governing home-based business into compliance with S. 559.955, Florida Statute, which restricts the power of municipal governments to regulate home-based businesses. Note that this home-based business amendment to the Zoning Code is an initiative on the Town's Strategic Priorities Plan.

House Bill 403 which became effective July 1, 2021, prohibits local governments from licensing or otherwise regulating a home-based business. The proposed changes are detailed in the Ordinance (attached). Currently, Section 30-67(b) of the Town Code permits home occupations in all zoning districts with the exception of the Government Services District (GSD).

Pursuant to Section 30-44 (*Zoning code text amendments*) of the Town Code, the proposed amendment to the Zoning Code is consistent with the Town's Comprehensive Plan and Zoning Code. In addition, Section 30-44(c) requires that the Planning Board provide a recommendation to the Town Commission on zoning code text amendments.

Effective October 1, 2023, Section 166.041(4), Florida Statutes requires that before the enactment of a proposed ordinance, the governing body of a municipality shall prepare or cause to be prepared a Business Impact Estimate (BIE). According to Section 166.041(4)(c) F.S., such BIE is not required given the ordinance will bring Zoning Code regulations into compliance with State law.

FISCAL IMPACT:

None.

ATTACHMENTS:

Ordinance.

Section 559.955 Florida Statutes.

RECOMMENDATION:

At the discretion of the Town Commission.

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**TOWN OF HIGHLAND BEACH
ORDINANCE NO**

AN ORDINANCE OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AMENDING SECTION 30-67, “USES PERMITTED, SPECIAL EXCEPTION, AND PROHIBITED USES,” AND SECTION 30-131, “DEFINITIONS OF TERMS,” OF CHAPTER 30, “ZONING CODE,” OF THE TOWN CODE OF ORDINANCES TO RENAME THE EXISTING HOME OCCUPATION USE TO “HOME-BASED BUSINESSES” AND MODIFY THE REGULATIONS TO ENSURE CONSISTENCY WITH STATE LAW; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, through the enactment of Chapter 2021-202, Laws of Florida, the Florida Legislature adopted Section 559.955, Florida Statutes, restricting the ability of local governments to regulate home-based businesses; and

WHEREAS, Section 559.955, Florida Statutes, specifically prohibits local governments from enacting or enforcing any ordinance, regulation, or policy in violation of the restrictions set forth therein and allows any adversely affected current or prospective home-based business to file suit against the Town for a violation of the state-mandated restrictions and awards attorney’s fees and costs to the prevailing party in any such action; and

WHEREAS, the Town Commission wishes to revise its restrictions applicable to home occupations (renamed home-based businesses) to comply with the provisions of Section 599.955, Florida Statutes; and

WHEREAS, the Town Commission determines that the adoption of this Ordinance benefits the health, safety, and welfare of the residents of the Town of Highland Beach.

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

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

Section 2. The Town Commission hereby amends Article IV, “Zoning Districts,” and Article VIII, “Definitions,” of Chapter 30, “Zoning Code,” of the Town Code of Ordinances as follows (additional is underlined and deleted is ~~stricken through~~):

Sec. 30-67. – Uses permitted, special exception, and prohibited uses.

(b) Uses not listed. Unless otherwise provided by this chapter, uses not listed in Table 30-4 are prohibited in the Town of Highland Beach.

**Table 30-4
Permitted Uses
Legend**

SP = Site Plan Approval Required			X = Prohibited					
SE = Special Exception Town Commission Approval Required			P = Permitted					
SEP = Special Exception Planning Board Approval Required								
USE CATEGORY	RE	RS	RML	RMM	RMH	RPUD	GSD	Additional Standards (See Notes)
RESIDENTIAL								
Dwelling, Single-family, Detached	SP	SP	SP	SP	SP	SP	X	
Dwelling, Single-family, Attached	X	X	SP	SP	SP	SP	X	
Dwelling, Single-Family, Zero Lot Line	X	X	SE	SE	SE	SE	X	(1)
Dwelling, Multiple-Family	X	X	SP	SP	SP	SP	X	
Dwelling, Patio or Villa	X	X	SP	SP	SP	SP	X	
Dwelling, Three-Family (Triplex)	X	X	SP	SP	SP	SP	X	
Dwelling, Townhouse	X	X	SP	SP	SP	SP	X	
Dwelling, Two-Family (Duplex)	X	X	SP	SP	SP	SP	X	
Dwelling, Mobile Home	X	X	X	X	X	X	X	
Accessory Dwellings	P	P	P	P	P	P	P	(2)
Guardhouse, Residential	P	P	P	P	P	P	X	(3)
<u>Home-based Businesses Occupation</u>	P	P	P	P	P	P	X	(4)
Timeshare Residence	X	X	X	X	X	X	X	
Accessory Uses	P	P	P	P	P	P	P	

(4) Home-based businesses occupations. A business that operates from a residential property is permitted. A business is considered a home-based business if it operates, in whole or in part, from a residential property and meets the following standards:

- 1
2 a. Employees of the business who work at the residential dwelling must also reside
3 in the residential dwelling, except that up to a total of two (2) employees or
4 independent contractors who do not reside at the residential dwelling may work at
5 the business. The business may have additional remote employees who do not
6 work at the residential dwelling.
7
8 b. Parking for the home-based business must comply with the provisions of article
9 IV, Chapter 30 of the Town code. Additionally, the need for parking generated by
10 the business may not be greater in volume than would normally be expected at a
11 similar residence where no business is conducted, and vehicles and trailers used in
12 connection with the business must be parked in legal parking spaces that are not
13 located within the right-of-way, on or over a sidewalk, or on any unimproved
14 surfaces at the residence.
15
16 c. Parking or storage of heavy equipment at the home-based business shall not be
17 visible for the street or neighboring property. For the purposes of this subsection,
18 “heavy equipment” means commercial, industrial, or agricultural vehicles,
19 equipment, or machinery.
20
21 d. External modifications made to a residential dwelling to accommodate a home-
22 based business must conform to the residential character and architectural
23 aesthetics of the neighborhood. As viewed from the street, the use of the
24 residential dwelling shall be consistent with the uses of the residential areas that
25 surround the property.
26
27 e. The home-based business may not conduct retail transactions at a structure other
28 than the residential dwelling; however, incidental business uses and activities may
29 be conducted at the residential property.
30
31 f. The activities of the home-based business shall be secondary to the property’s use
32 as a residential dwelling.
33
34 g. To that extent not inconsistent with the requirements of this section, all business
35 uses and activities must comply with all Town code standards and requirements,
36 including the applicable noise regulations, and with the standards for permitted
37 uses and structures for the zoning district in which the home-based business exists.
38
39 h. All business activities shall comply with any relevant local, state, and federal
40 regulations with respect to the use, storage, or disposal of any corrosive,
41 combustible, or other hazardous or flammable materials or liquids.
42
43 i. Transient accommodations are not permitted as a home-based business except as
44 expressly provided elsewhere in the Town code.
45

1 Home occupation means a commercial or business use performed in a residential dwelling by a
2 resident or family member. A home occupation use shall comply with the standards listed below:

- 3
- 4 a. ~~Only resident family members or residents of the dwelling unit shall be engaged in the~~
5 ~~occupation.~~
- 6
- 7 b. ~~Provision of services to clients within a dwelling is prohibited.~~
- 8
- 9 e. ~~The use of the premises for the home occupation shall be clearly incidental and~~
10 ~~subordinate to its use for residential purposes by its occupants. The use shall not change~~
11 ~~the residential character of the premises.~~
- 12
- 13 d. ~~There shall be no change in the outside appearance of the building or premises, or other~~
14 ~~visible evidence of the conduct of the home occupation.~~
- 15
- 16 e. ~~Home occupations shall not be conducted in any accessory building or structure, or any~~
17 ~~open porch, garage, or carport.~~
- 18
- 19 f. ~~Home occupation shall not occupy more than fifteen (15) percent of the floor area of the~~
20 ~~dwelling unit or accessory dwelling. Home occupations shall not be conducted within any~~
21 ~~open porch, attached garage, or similar space not suited or intended for occupancy as~~
22 ~~living quarters.~~
- 23
- 24 g. ~~Traffic shall not be generated by the home occupation in greater volumes than would~~
25 ~~normally be expected in a residential neighborhood.~~
- 26
- 27 h. ~~Vehicle parking shall be located on the lot or premise of the home occupation.~~
- 28
- 29 i. ~~Equipment or processes which create noise, vibration, glare, fumes, odors, or electrical~~
30 ~~interference detectable to the normal senses at any lot line shall not be used in the home~~
31 ~~occupation. In addition, equipment or processes shall not be used which create any~~
32 ~~interference for neighboring properties in receiving radio, television, or other wireless~~
33 ~~devices, or which cause fluctuations in electrical service to such properties.~~
- 34
- 35 j. ~~Private instructions or other lessons shall be limited to not more than one person and shall~~
36 ~~be limited to academic, artistic, and musical subjects.~~
- 37
- 38 k. ~~Manufacture or fabrication of articles such as are commonly classified under the terms of~~
39 ~~arts and handicrafts may be deemed a home occupation, subject to the other terms and~~
40 ~~conditions of this definition.~~
- 41
- 42 l. ~~On premises sales of stock, supplies, or products is prohibited.~~
- 43
- 44 m. ~~On premises use or storage of hazardous materials is prohibited.~~
- 45
- 46 n. ~~On premises signs or other advertising of home occupations is prohibited.~~

1 Commissioner Judith Goldberg _____
2 Commissioner Don Peters _____

3
4 PASSED on first reading at the Regular Commission meeting held on this _____ day of
5 _____, 2024.

6
7 The foregoing Ordinance was moved by _____, seconded by
8 _____ and upon being put to the vote, the vote was as follows:

9
10 YES NO
11 Mayor Natasha Moore _____
12 Vice Mayor David Stern _____
13 Commissioner Evalyn David _____
14 Commissioner Judith Goldberg _____
15 Commissioner Don Peters _____

16
17 PASSED AND ADOPTED on second and final reading at the Regular Commission meeting held
18 on this _____ day of _____, 2024.

19
20 ATTEST:

21
22 By: _____
23 Lanelda Gaskins, MMC
24 Town Clerk

25
26 APPROVED AS TO FORM AND LEGALITY:

27
28 By: _____
29 Leonard G. Rubin, Town Attorney

Select Year: 2023 ▼ Go

The 2023 Florida Statutes (including Special Session C)

Title XXXIII

REGULATION OF TRADE, COMMERCE, INVESTMENTS, AND SOLICITATIONS

Chapter 559

REGULATION OF TRADE, COMMERCE, AND INVESTMENTS, GENERALLY

[View Entire Chapter](#)

559.955 Home-based businesses; local government restrictions.—

- (1) Local governments may not enact or enforce any ordinance, regulation, or policy or take any action to license or otherwise regulate a home-based business in violation of this section.
- (2) A home-based business that operates from a residential property as provided in subsection (3):
- (a) May operate in an area zoned for residential use.
 - (b) May not be prohibited, restricted, regulated, or licensed in a manner that is different from other businesses in a local government’s jurisdiction, except as otherwise provided in this section.
 - (c) Is only subject to applicable business taxes under chapter 205 in the county and municipality in which the home-based business is located.
- (3) For purposes of this section, a business is considered a home-based business if it operates, in whole or in part, from a residential property and meets the following criteria:
- (a) The employees of the business who work at the residential dwelling must also reside in the residential dwelling, except that up to a total of two employees or independent contractors who do not reside at the residential dwelling may work at the business. The business may have additional remote employees that do not work at the residential dwelling.
 - (b) Parking related to the business activities of the home-based business complies with local zoning requirements and the need for parking generated by the business may not be greater in volume than would normally be expected at a similar residence where no business is conducted. Local governments may regulate the use of vehicles or trailers operated or parked at the business or on a street right-of-way, provided that such regulations are not more stringent than those for a residence where no business is conducted. Vehicles and trailers used in connection with the business must be parked in legal parking spaces that are not located within the right-of-way, on or over a sidewalk, or on any unimproved surfaces at the residence. Local governments may regulate the parking or storage of heavy equipment at the business which is visible from the street or neighboring property. For purposes of this paragraph, the term “heavy equipment” means commercial, industrial, or agricultural vehicles, equipment, or machinery.
 - (c) As viewed from the street, the use of the residential property is consistent with the uses of the residential areas that surround the property. External modifications made to a residential dwelling to accommodate a home-based business must conform to the residential character and architectural aesthetics of the neighborhood. The home-based business may not conduct retail transactions at a structure other than the residential dwelling; however, incidental business uses and activities may be conducted at the residential property.
 - (d) The activities of the home-based business are secondary to the primary use of the property as a residential dwelling.

(e) The business activities comply with any relevant local or state regulations with respect to signage and equipment or processes that create noise, vibration, heat, smoke, dust, glare, fumes, or noxious odors. Any local regulations on a business with respect to noise, vibration, heat, smoke, dust, glare, fumes, or noxious odors may not be more stringent than those that apply to a residence where no business is conducted.

(f) All business activities comply with any relevant local, state, and federal regulations with respect to the use, storage, or disposal of any corrosive, combustible, or other hazardous or flammable materials or liquids. Any local regulations on a business with respect to the use, storage, or disposal of any corrosive, combustible, or other hazardous or flammable materials or liquids may not be more stringent than those that apply to a residence where no business is conducted.

(4) Any adversely affected current or prospective home-based business owner may challenge any local government action in violation of this section. The prevailing party in a challenge may recover reasonable attorney fees and costs incurred in challenging or defending the action, including reasonable appellate attorney fees and costs.

(5) The application of this section does not supersede:

(a) Any current or future declaration or declaration of condominium adopted pursuant to chapter 718, cooperative document adopted pursuant to chapter 719, or declaration or declaration of covenant adopted pursuant to chapter 720.

(b) Local laws, ordinances, or regulations related to transient public lodging establishments, as defined in s. [509.013\(4\)\(a\)1.](#), that are not otherwise preempted under chapter 509.

History.—s. 1, ch. 2021-202.