



TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING AGENDA

Tuesday, June 16, 2026 AT 1:30 PM

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

Town Commission

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

-
1. **CALL TO ORDER**
 2. **ROLL CALL**
 3. **PLEDGE OF ALLEGIANCE**
 4. **INVOCATION**
 5. **APPROVAL OF THE AGENDA**
 6. **PRESENTATIONS / PROCLAMATIONS**
 - A. Gertrude Kosovsky Day Proclamation
 - B. Cam Milani's Requests for Amendments to Settlement Agreement
 - C. 2026 Hurricane Preparedness Presentation by Fire Chief Glenn Joseph
 7. **PUBLIC COMMENTS**

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

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

A. Proposed Ordinance

An Ordinance of the Town Commission of the Town of Highland Beach, Florida, amending Chapter 23, "Signs and Advertising," of the Town Code of Ordinances by amending Section 23-5, "Permitted Signs," to increase the maximum square footage of a permanent sign from 10 square feet to 32 square feet, to increase the maximum square footage of an ingress and/or egress sign from three (3) square feet to 32 square feet and by amending Section 23-8, "Appeals," to provide an appeal process for granting an increase in the maximum square footage of a permanent sign; providing for the repeal of all ordinances in conflict; providing for severability and codification; and providing for an effective date.

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.

None.

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

None.

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

A. Approve and authorize staff to purchase and install a new Carrier chiller for the 3616 Building HVAC system from Carrier in the amount of \$110,034.25 utilizing the OMNIA Partners Cooperative Purchasing Contract No. 159051. (This item aligns with the FY 2026 Strategic Priorities Plan/Capital Improvement Plan #26-003).

B. Approve the award of the bid and authorize the Mayor to execute a contract with LaPorta Contracting, LLC, Inc. for replacement of windows in the amount of \$78,365.24, in accordance with Invitation to Bid No. 26-002: Water Treatment Plant/Building Department with an option to replace Town Hall windows. (This item aligns with the FY 2026 Strategic Priorities Plan/Capital Improvement Plan #26-011 and 27-006).

C. Resolution No. 2026-008

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

D. Introduction of potential a Proposed Ordinance regarding regulation of e-bikes within the Town, specifically along the State Road A1A shared use path.E. Preliminary Fiscal Year 2027 Operating Budget Presentation**12. TOWN COMMISSION COMMENTS**

Commissioner Jason Chudnofsky

Commissioner Judith M. Goldberg

Commissioner Donald Peters

Vice Mayor David Stern

Mayor Natasha Moore

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

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

Financial Advisory Board One (1) vacancy for a three-year term ending April 2027

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

Meetings and Events

June 19, 2026 **Closed in observance of Juneteenth Day**

July 03, 2026 **Closed in observance of Independence Day**

July 09, 2026 9:30 A.M. Planning Board Regular Meeting

July 14, 2026 1:30 P.M. Town Commission Meeting

Board Action Report

None.

16. ADJOURNMENT

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

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

File Attachments for Item:

A. Gertrude Kosovsky Day Proclamation

The Town of Highland Beach, Florida

Proclamation

**HONORING GERTRUDE KOVOSKY
103RD BIRTHDAY**

- WHEREAS,** Gertrude Kosovsky recently celebrated her 103rd birthday on May 16th; and
- WHEREAS** She was born on May 16, 1923, in Brooklyn, New York, and grew up during the Great Depression, developing the resilience, determination, and compassion that have characterized her remarkable life; and
- WHEREAS,** after earning a degree in chemistry from Hunter College, Gertrude contributed to the nation's wartime efforts by working in various physician laboratories in New York City and several Army hospital laboratories during World War II; and
- WHEREAS,** together with her husband, Dr. Harold Kosovsky, she raised two children and later pursued a successful career as an interior decorator and became a distinguished collector of the James McNeill Whistler artwork, with her collection now part of the Frick Collection and being shared with the public; and
- WHEREAS,** following the passing of her husband, Dr. Harry Kosovsky, she moved to Highland Beach in 2017, fulfilling a lifelong dream of living by the ocean at the age of 95; and
- WHEREAS,** Gertrude Kosovsky resides in the Highland Beach community with her son, embracing the Town's unique coastal character, library exhibits, and the kindness and friendship of its residents.

NOW, THEREFORE, I NATASHA MOORE MAYOR AND THE TOWN COMMISSION do hereby proclaim

May 16, 2026

as

"Gertrude Kosovsky Day"

and extend our heartfelt wishes to Gertrude Kosovsky on celebrating her 103rd birthday and wish her continued health and happiness in the years to come.

IN WITNESS WHEREFORE, I have hereunto set my hand and caused the official seal of the Town of Highland Beach, Florida to be affixed this 16th day of June 2026.

**NATASHA MOORE
MAYOR**



File Attachments for Item:

B. Cam Milani's Requests for Amendments to Settlement Agreement

From: [Cam Milani Milanigroup](#)
To: [Marshall Labadie](#); [Lucia Milani](#); [Lucrezia](#); [Lanelda Gaskins](#)
Subject: Re: Requests for Amendments to Settlement Agreement
Date: Monday, May 25, 2026 6:23:45 PM

Dear Marshall and Town Clerk,

Further to the below email, could we please be placed on the next Commission meeting for discussion? I believe the next meeting is June 16th.

Thanks.

Cam
Sent from my iPhone

On May 25, 2026, at 3:42 PM, Cam Milani <cam.milani@milanigroup.ca> wrote:

May 25, 2026

Mayor and Members of the Town Commission
Town of Highland Beach
3614 South Ocean Boulevard
Highland Beach, Florida 33487

Re: Requests Regarding Settlement Agreement
Properties: 4612 S Ocean Blvd., Highland Beach, Florida & Lots 9 and 10 West

Dear Mayor and Members of the Commission,

I am writing respectfully regarding two separate properties that are subject to the Settlement Agreement and to request the Town's consideration of certain amendments and extensions of time associated with each property.

1. 4612 S Ocean Blvd. — Request for Ten (10) Year Extension of Time

With respect to 4612 S Ocean Blvd., I am respectfully requesting a ten (10) year extension of time in relation to the Settlement Agreement concerning the demolition of my mother's family home.

This request is deeply personal to our family. My mother has lived in her home for approximately 52 years. As you can appreciate, the prospect of leaving and demolishing one's longtime home after more than five decades is emotionally overwhelming. The reality is that my mother is struggling significantly with the transition and is simply not emotionally prepared to leave her home at this time.

The home is far more than simply a structure to her — it represents familiarity, comfort, independence, and a lifetime of memories accumulated over more than five decades. For someone who has spent such a significant portion of their life in the

same home, the prospect of leaving it is profoundly emotional and difficult.

My mother is also part of a proud and resilient post-World War II generation that does not openly express discomfort or ask others for sympathy. It would not be in her nature to come before the Commission and openly speak about the emotional hardship and difficulty associated with leaving her home. This request is therefore coming from me, as her son, because I know my mother well enough to understand the emotional toll this transition is having on her even if she would not openly express it herself.

Accordingly, we are respectfully requesting that the Town grant a ten (10) year extension of time for 4612 S Ocean Blvd. before any demolition obligations are required to proceed. This extension would provide our family with a more reasonable opportunity to assist my mother through this transition carefully, respectfully, and with dignity.

2. Lots 9 and 10 West — Request for Five (5) Year Extension of Time and Height Increase

With respect to Lots 9 and 10 West, we are respectfully requesting a five (5) year extension of time arising from an unresolved title issue concerning what is commonly referred to as the “West 20 Feet.”

At minimum, there is an ongoing property dispute relating to a western 20-foot strip of land that was fraudulently conveyed by the previous developer of Boca Highlands. This 20-foot strip was originally part of a larger disputed 40-foot parcel that was resolved in 1982, with 20 feet allocated to each party. However, in or around 1989, that same developer illegally conveyed our 20-foot portion out from under us, and that interest has since changed hands through a series of wild deeds involving various parties over the years.

The Settlement Agreement with the Town itself includes the disputed 20-foot portion within the legal description of the subject lands, however this title issue was not discovered until after building permits had already been pulled and a Unity of Title application had been completed with the Town and our Title Insurer notified us as part of that process.

We have approached Boca Highland in an effort to discuss and resolve the title issue relating to the disputed conveyance; however, to date, the matter has not been resolved. At this stage, it appears likely that formal court proceedings will ultimately be required to properly determine ownership and resolve the competing title claims affecting the West 20 Feet.

Accordingly, we are respectfully requesting that the Town grant a five (5) year extension of time for Lots 9 and 10 West to allow sufficient time for the legal process to unfold and for the title matters to be properly addressed and resolved.

In addition, in connection with Lots 9 and 10 West, we would respectfully request consideration of an increase to the allowable building height from 40 feet to 46 feet, which we understand is the current maximum permitted height for our zoning classification within the Town today.

The originally contemplated building envelopes and height assumptions date back to planning concepts from approximately 1991 and, respectfully, did not anticipate present-day market expectations, construction standards, and modern building code requirements. In today's market, functional residential units generally require ceiling heights in the range of 9 to 10 feet to remain competitive, marketable, and livable. At the same time, newer building code requirements and modern construction methods require substantially greater floor assembly thicknesses, structural depths, and mechanical systems than were contemplated decades ago.

As a result, under the existing 40-foot limitation, ceiling heights within portions of the proposed building become compromised to levels approaching or falling below 8 feet in certain circumstances once mechanical systems and required floor thicknesses are incorporated. In response, we have already been forced to significantly compromise the design in an effort to preserve functional and marketable ceiling heights within the units.

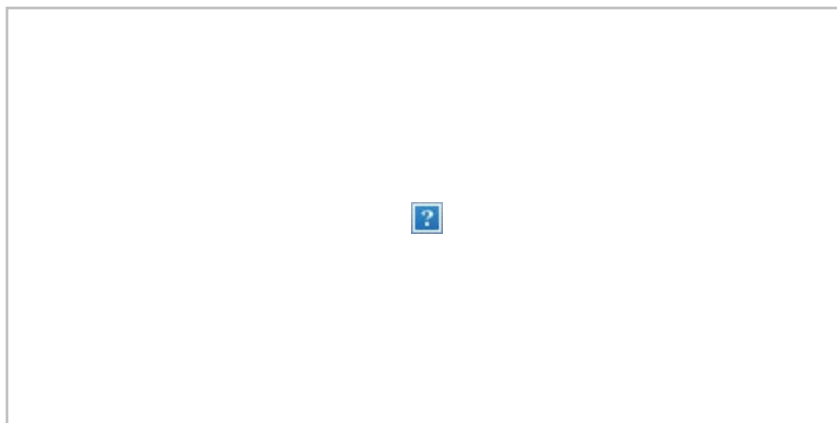
At present, this has resulted in a reduction of the proposal from nine (9) units to seven (7) units solely to attempt to make the building function within the outdated height restriction. However, it remains our strong preference to preserve the originally permitted nine (9) units if a modest six (6) foot height increase can be achieved.

We would respectfully ask the Town to consider the requested increase to 46 feet in light of current Town standards, modern building realities, and the fact that the original 1991 framework did not contemplate today's construction requirements or market expectations. We are also open to discussing other reasonable concessions or conditions the Town may wish to explore in connection with such a request. We would greatly appreciate the opportunity to sit down collaboratively with staff and hear any suggestions from the Commission or feedback the Town may have regarding a path forward.

Respectfully submitted,

Cam Milani

--



06/16/2026

Town Commission Meeting

**Public Comments ref.
Milani's Request for
Amendments to
Settlement
Agreement**

From: [Town of Highland Beach via Municode Portal](#)
To: [Public Comments](#)
Subject: Highland Beach Public Comment Submission
Date: Wednesday, June 10, 2026 5:49:38 PM

Submitted on Wednesday, June 10, 2026 - 5:49pm

Submitted by anonymous user: 45.148.7.7

Submitted values are:

Contact Information

Name David Morrison

Email Address David@dhmorrison.com

Telephone 248701 3000

Meeting Date Wed, 06/10/2026

Meeting Type Town Commission

Public Comments

This is regarding Milani townhouses. I'm opposed to any variances for the project Alta Villa. We have enough new construction on small lots ! I hope you would consider not granting any new variances for this project. David Morrison 248701 3000

The results of this submission may be viewed at:

<https://highlandbeach-fl.municodemeetings.com/node/2411/submission/775>

From: [Town of Highland Beach via Municode Portal](#)
To: [Public Comments](#)
Subject: Highland Beach Public Comment Submission
Date: Wednesday, June 10, 2026 7:41:29 PM

Submitted on Wednesday, June 10, 2026 - 7:41pm

Submitted by anonymous user: 74.254.145.117

Submitted values are:

Contact Information

Name Jerome Goldman

Email Address Jerrygoldman60@gmail.com

Telephone 6464795046

Meeting Date Wed, 06/10/2026

Meeting Type Town Commission

Public Comments I oppose the height variance and the extension of time.

The results of this submission may be viewed at:

<https://highlandbeach-fl.municodemeetings.com/node/2411/submission/776>

From: [Town of Highland Beach via Municode Portal](#)
To: [Public Comments](#)
Subject: Highland Beach Public Comment Submission
Date: Wednesday, June 10, 2026 8:15:43 PM

Submitted on Wednesday, June 10, 2026 - 8:15pm

Submitted by anonymous user: 76.117.213.216

Submitted values are:

Contact Information

Name Todd Cohen

Email Address toddscohen@icloud.com

Telephone 215-356-8775

Meeting Date Tue, 06/16/2026

Meeting Type Town Commission

Public Comments

I am against the granting of any of the variances Alta Villa is requesting. These variances will disturb our peaceful Highland Beach community and that is the reason we live in Highland Beach

The results of this submission may be viewed at:

<https://highlandbeach-fl.municodemeetings.com/node/2411/submission/777>

From: [Town of Highland Beach via Municode Portal](#)
To: [Public Comments](#)
Subject: Highland Beach Public Comment Submission
Date: Thursday, June 11, 2026 1:55:34 AM

Submitted on Thursday, June 11, 2026 - 1:55am

Submitted by anonymous user: 195.167.25.3

Submitted values are:

Contact Information

Name Bea Sparapani

Email Address b0416spara@gmail.com

Telephone 7325989925

Meeting Date Tue, 06/16/2026

Meeting Type Town Commission

Public Comments

I am not in favor of the zoning variance for height and additional time extension

The results of this submission may be viewed at:

<https://highlandbeach-fl.municodemeetings.com/node/2411/submission/778>

From: [Town of Highland Beach via Municode Portal](#)
To: [Public Comments](#)
Subject: Highland Beach Public Comment Submission
Date: Thursday, June 11, 2026 4:14:19 AM

Submitted on Thursday, June 11, 2026 - 4:14am

Submitted by anonymous user: 90.121.63.129

Submitted values are:

Contact Information

Name Meredith Zeiff

Email Address mereb@aol.com

Telephone 9173046345

Meeting Date Tue, 06/16/2026

Meeting Type Town Commission

Public Comments

I am a resident of the Carron House in Boca Highlands Beach Club and Marina complex. I am asking for the town to NOT APPROVE a height variance for the Milani Townhouse project known as Alta Villa. As it is, the proposed structure will block many views for some south facing units of Carron House as well as some in Braemar and will put our pool and tennis courts in shadows for a large part of the day.

The results of this submission may be viewed at:

<https://highlandbeach-fl.municodemeetings.com/node/2411/submission/779>

From: [Town of Highland Beach via Municode Portal](#)
To: [Public Comments](#)
Subject: Highland Beach Public Comment Submission
Date: Thursday, June 11, 2026 5:55:24 AM

Submitted on Thursday, June 11, 2026 - 5:55am

Submitted by anonymous user: 174.194.139.6

Submitted values are:

Contact Information

Name GARY SPARAPANI

Email Address sparapanigary@gmail.com

Telephone 7325989745

Meeting Date Tue, 06/16/2026

Meeting Type Town Commission

Public Comments

I am against the height variance & time extension being applied for by Milano at this meeting

The results of this submission may be viewed at:

<https://highlandbeach-fl.municodemeetings.com/node/2411/submission/780>

From: [Town of Highland Beach via Municode Portal](#)
To: [Public Comments](#)
Subject: Highland Beach Public Comment Submission
Date: Thursday, June 11, 2026 7:21:00 AM

Submitted on Thursday, June 11, 2026 - 7:20am

Submitted by anonymous user: 70.104.133.138

Submitted values are:

Contact Information

Name Jerry Salese

Email Address rjsalese@verizon.net

Telephone 914-523-0178

Meeting Date Tue, 06/16/2026

Meeting Type Town Commission

Public Comments

With respect to the proposed variances for the Alta Villa project we do not want either granted.

The results of this submission may be viewed at:

<https://highlandbeach-fl.municodemeetings.com/node/2411/submission/781>

From: [Town of Highland Beach via Municode Portal](#)
To: [Public Comments](#)
Subject: Highland Beach Public Comment Submission
Date: Thursday, June 11, 2026 8:16:06 AM

Submitted on Thursday, June 11, 2026 - 8:15am

Submitted by anonymous user: 93.189.114.202

Submitted values are:

Contact Information

Name Tracy Weinstein

Email Address speechless@bellsouth.net

Telephone 5612659067

Meeting Date Thu, 06/11/2026

Meeting Type Board of Adjustment and Appeals

Public Comments Do not approve for any variances

The results of this submission may be viewed at:

<https://highlandbeach-fl.municodemeetings.com/node/2411/submission/782>

From: [Town of Highland Beach via Municode Portal](#)
To: [Public Comments](#)
Subject: Highland Beach Public Comment Submission
Date: Thursday, June 11, 2026 9:38:08 AM

Submitted on Thursday, June 11, 2026 - 9:37am

Submitted by anonymous user: 156.145.164.102

Submitted values are:

Contact Information

Name Jodi P Lerner

Email Address saullerner@aol.com

Telephone 9176737352

Meeting Date Tue, 06/16/2026

Meeting Type Town Commission

Public Comments I vote NO for the two proposed variances

The results of this submission may be viewed at:

<https://highlandbeach-fl.municodemeetings.com/node/2411/submission/783>

From: [Town of Highland Beach via Municode Portal](#)
To: [Public Comments](#)
Subject: Highland Beach Public Comment Submission
Date: Thursday, June 11, 2026 10:17:42 AM

Submitted on Thursday, June 11, 2026 - 10:17am

Submitted by anonymous user: 174.176.210.132

Submitted values are:

Contact Information

Name peter dosik

Email Address mrp107@aol.com

Telephone 9546484950

Meeting Date Thu, 06/11/2026

Meeting Type Town Commission

Public Comments totally against the idea of the park

The results of this submission may be viewed at:

<https://highlandbeach-fl.municodemeetings.com/node/2411/submission/784>

From: [Town of Highland Beach via Municode Portal](#)
To: [Public Comments](#)
Subject: Highland Beach Public Comment Submission
Date: Thursday, June 11, 2026 11:51:58 AM

Submitted on Thursday, June 11, 2026 - 11:51am

Submitted by anonymous user: 98.15.225.79

Submitted values are:

Contact Information

Name Sayles Estelle

Email Address stella.sayles@gmail.com

Telephone 646 2345160

Meeting Date Thu, 06/11/2026

Meeting Type Town Commission

Public Comments I would like neither variations passed for Alta Villa.

The results of this submission may be viewed at:

<https://highlandbeach-fl.municodemeetings.com/node/2411/submission/785>

From: [Town of Highland Beach via Municode Portal](#)
To: [Public Comments](#)
Subject: Highland Beach Public Comment Submission
Date: Thursday, June 11, 2026 12:03:49 PM

Submitted on Thursday, June 11, 2026 - 12:03pm

Submitted by anonymous user: 172.56.161.41

Submitted values are:

Contact Information

Name James Mills

Email Address jplmlaw380@gmail.com

Telephone

Meeting Date Tue, 06/16/2026

Meeting Type Planning Board

Public Comments The variance is minor I think it should be granted

The results of this submission may be viewed at:

<https://highlandbeach-fl.municodemeetings.com/node/2411/submission/786>

From: [Town of Highland Beach via Municode Portal](#)
To: [Public Comments](#)
Subject: Highland Beach Public Comment Submission
Date: Thursday, June 11, 2026 12:03:57 PM

Submitted on Thursday, June 11, 2026 - 12:03pm

Submitted by anonymous user: 143.105.198.163

Submitted values are:

Contact Information

Name Louis Thomas Labbé
Email Address lmlabbe55@gmail.com
Telephone 514-594-8807

Meeting Date Tue, 06/16/2026
Meeting Type Town Commission
Public Comments

I am not in favour of any changes and that you do not grant variances to this project

The results of this submission may be viewed at:

<https://highlandbeach-fl.municodemeetings.com/node/2411/submission/787>

From: [Town of Highland Beach via Municode Portal](#)
To: [Public Comments](#)
Subject: Highland Beach Public Comment Submission
Date: Thursday, June 11, 2026 12:10:58 PM

Submitted on Thursday, June 11, 2026 - 12:10pm

Submitted by anonymous user: 73.4.58.136

Submitted values are:

Contact Information

Name Nina Ianelli

Email Address nianelli@comcast.net

Telephone 617 224 7451

Meeting Date Thu, 06/11/2026

Meeting Type Town Commission

Public Comments

Please, no changes that the town has granted permission for the townhouses to be built on the Miliani property,

The illustration I saw does not fit the character of our town

Thank you

The results of this submission may be viewed at:

<https://highlandbeach-fl.municodemeetings.com/node/2411/submission/788>

From: [Town of Highland Beach via Municode Portal](#)
To: [Public Comments](#)
Subject: Highland Beach Public Comment Submission
Date: Thursday, June 11, 2026 12:56:14 PM

Submitted on Thursday, June 11, 2026 - 12:56pm

Submitted by anonymous user: 24.59.60.254

Submitted values are:

Contact Information

Name Stacy Holstein

Email Address sib6@cornell.edu

Telephone 2409971698

Meeting Date Thu, 06/11/2026

Meeting Type Town Commission

Public Comments

I am against increasing the height of Alta Villa and believe tge extra property parcel belongs to Boca Highlands .

The results of this submission may be viewed at:

<https://highlandbeach-fl.municodemeetings.com/node/2411/submission/789>

From: [Town of Highland Beach via Municode Portal](#)
To: [Public Comments](#)
Subject: Highland Beach Public Comment Submission
Date: Thursday, June 11, 2026 3:14:37 PM

Submitted on Thursday, June 11, 2026 - 3:14pm

Submitted by anonymous user: 102.129.152.165

Submitted values are:

Contact Information

Name Susan Zimmerman

Email Address susan.zimmerman59@gmail.com

Telephone 443 994 7507

Meeting Date Thu, 06/11/2026

Meeting Type Town Commission

Public Comments

I am strongly opposed to requested variances for Alta Villa. The proposed townhouses already add to the density of the neighborhood and I do not agree with extra height or adding additional units. I also do not agree with the requested delay. There is a dispute however with regard to ownership of right of way on their proposed project and that needs to be resolved prior to breaking ground.

The results of this submission may be viewed at:

<https://highlandbeach-fl.municodemeetings.com/node/2411/submission/790>

From: [Town of Highland Beach via Municode Portal](#)
To: [Public Comments](#)
Subject: Highland Beach Public Comment Submission
Date: Thursday, June 11, 2026 3:43:44 PM

Submitted on Thursday, June 11, 2026 - 3:43pm

Submitted by anonymous user: 96.234.218.248

Submitted values are:

Contact Information

Name William Tham

Email Address billtham59@gmail.com

Telephone 4432716435

Meeting Date Tue, 06/16/2026

Meeting Type Town Commission

Public Comments

Dear Commissioners:

I oppose the Alta Villa requests for additional height, increased townhouse density, and any extension of existing approvals. The project already adds significant density to the neighborhood, and no hardship has been demonstrated to justify further variances. Approval would set an undesirable precedent for future developments seeking similar exceptions. In addition, there is an unresolved dispute involving a 20' x 60' parcel included in the plans. This ownership issue should be resolved before any further action is taken. I respectfully request that the Commission deny these requests.

Respectfully,

William Tham

The results of this submission may be viewed at:

<https://highlandbeach-fl.municodemeetings.com/node/2411/submission/791>

From: [Town of Highland Beach via Municode Portal](#)
To: [Public Comments](#)
Subject: Highland Beach Public Comment Submission
Date: Thursday, June 11, 2026 4:36:58 PM

Submitted on Thursday, June 11, 2026 - 4:36pm

Submitted by anonymous user: 104.203.148.207

Submitted values are:

Contact Information

Name Elaine stadfeld

Email Address estadfeld@gmail.com

Telephone 7818646763

Meeting Date Thu, 06/11/2026

Meeting Type Code Enforcement Board

Public Comments Do not make the condos higher!

The results of this submission may be viewed at:

<https://highlandbeach-fl.municodemeetings.com/node/2411/submission/792>

From: [Town of Highland Beach via Municode Portal](#)
To: [Public Comments](#)
Subject: Highland Beach Public Comment Submission
Date: Thursday, June 11, 2026 8:34:01 PM

Submitted on Thursday, June 11, 2026 - 8:33pm

Submitted by anonymous user: 104.28.58.18

Submitted values are:

Contact Information

Name Marlene Perlstein

Email Address marlenetaps@aol.com

Telephone 9145888226

Meeting Date Thu, 06/11/2026

Meeting Type Town Commission

Public Comments

The Milani project is a complete disgrace to the Town of Highland Beach. It's completely unnecessary to add this location as a destination for county bathers, as it is a tiny dangerous spot that is so close to wonderful Spanish River Park. Please take extra time to reconsider and don't destroy Highland Beach with creating not a park, but a parking lot. Thank you for your consideration.

The results of this submission may be viewed at:

<https://highlandbeach-fl.municodemeetings.com/node/2411/submission/793>

From: [Town of Highland Beach via Municode Portal](#)
To: [Public Comments](#)
Subject: Highland Beach Public Comment Submission
Date: Friday, June 12, 2026 8:24:02 AM

Submitted on Friday, June 12, 2026 - 8:23am

Submitted by anonymous user: 143.105.199.101

Submitted values are:

Contact Information

Name Elizabeth Labbé

Email Address Elilabbe57@gmail.com

Telephone 5142976634

Meeting Date Tue, 06/16/2026

Meeting Type Town Commission

Public Comments

I am not in agreement with the proposed variances to the Milano Townhouse project.

The results of this submission may be viewed at:

<https://highlandbeach-fl.municodemeetings.com/node/2411/submission/794>

From: [Town of Highland Beach via Municode Portal](#)
To: [Public Comments](#)
Subject: Highland Beach Public Comment Submission
Date: Friday, June 12, 2026 10:52:44 AM

Submitted on Friday, June 12, 2026 - 10:52am

Submitted by anonymous user: 108.20.17.58

Submitted values are:

Contact Information

Name Nancy Weinberg

Email Address casheffres@comcast.net

Telephone 508-314-9916

Meeting Date Fri, 06/12/2026

Meeting Type Town Commission

Public Comments

I am in favor of the extension

The height of the structure should be kept to the bare minimum

Thank you

The results of this submission may be viewed at:

<https://highlandbeach-fl.municodemeetings.com/node/2411/submission/795>

06/16/2026

Town Commission Meeting

**Additional Public
Comments ref.
Milani's Request
for Amendments
to Settlement
Agreement**

From: [Town of Highland Beach via Municode Portal](#)
To: [Public Comments](#)
Subject: Highland Beach Public Comment Submission
Date: Friday, June 12, 2026 4:32:26 PM

Submitted on Friday, June 12, 2026 - 4:32pm

Submitted by anonymous user: 104.203.150.4

Submitted values are:

Contact Information

Name William Thomas Lobaugh
Email Address tomlobaugh@gmail.com
Telephone 561-236-9194

Meeting Date Tue, 06/16/2026

Meeting Type Town Commission

Public Comments

I oppose Alta Villa's request for a height variance, a land dispute with Boca Highland, and their seeking an extension of time.

The results of this submission may be viewed at:

<https://highlandbeach-fl.municodemeetings.com/node/2411/submission/796>

From: [Town of Highland Beach via Municode Portal](#)
To: [Public Comments](#)
Subject: Highland Beach Public Comment Submission
Date: Friday, June 12, 2026 4:33:29 PM

Submitted on Friday, June 12, 2026 - 4:33pm

Submitted by anonymous user: 104.203.150.4

Submitted values are:

Contact Information

Name Patricia Ramsey Lobaugh
Email Address tomlobaugh@gmail.com
Telephone 561-236-9194

Meeting Date Tue, 06/16/2026

Meeting Type Town Commission

Public Comments

I oppose Alta Villa's request for a height variance, a land dispute with Boca Highland, and their seeking an extension of time.

The results of this submission may be viewed at:

<https://highlandbeach-fl.municodemeetings.com/node/2411/submission/797>

From: [Town of Highland Beach via Municode Portal](#)
To: [Public Comments](#)
Subject: Highland Beach Public Comment Submission
Date: Sunday, June 14, 2026 1:09:05 PM

Submitted on Sunday, June 14, 2026 - 1:09pm

Submitted by anonymous user: 73.73.243.147

Submitted values are:

Contact Information

Name Richard Sheridan

Email Address richsheridan23@gmail.com

Telephone 8477787755

Meeting Date Tue, 06/16/2026

Meeting Type Town Commission

Public Comments

You are meeting to discuss a height variance request by the Milani Family for their Alta Villa townhouse project on A1A. We are residents of the Boca Highland Community, which abuts the proposed development.

The current plans already show large buildings that will overshadow our tennis courts and the Carron House pool area. Residents on the lower floors of Braemar Isle will also experience reduced views from the height already permitted.

Granting additional height through a variance would further diminish the quality of life for existing residents. We respectfully ask that you deny this variance request.

Sincerely,

Julie and Rich Sheridan
Highland Beach

The results of this submission may be viewed at:

<https://highlandbeach-fl.municodemeetings.com/node/2411/submission/798>

From: [Town of Highland Beach via Municode Portal](#)
To: [Public Comments](#)
Subject: Highland Beach Public Comment Submission
Date: Sunday, June 14, 2026 1:44:23 PM

Submitted on Sunday, June 14, 2026 - 1:44pm

Submitted by anonymous user: 146.75.164.252

Submitted values are:

Contact Information

Name Tara carey

Email Address taracarey1900@yahoo.com

Telephone 2146493978

Meeting Date Tue, 06/16/2026

Meeting Type Board of Adjustment and Appeals

Public Comments

I am in favor of the Milani Town Homes Project in Highland Beach for 9 homes.

I am in favor of the homes being part of Boca Highlands Beach Club assuming they pay Quarterly Payments and Assessments based on the size of the unit.

The results of this submission may be viewed at:

<https://highlandbeach-fl.municodemeetings.com/node/2411/submission/799>

From: [Town of Highland Beach via Municode Portal](#)
To: [Public Comments](#)
Subject: Highland Beach Public Comment Submission
Date: Sunday, June 14, 2026 6:20:21 PM

Submitted on Sunday, June 14, 2026 - 6:20pm

Submitted by anonymous user: 174.230.94.244

Submitted values are:

Contact Information

Name Rhoda Zelniker

Email Address rhodazelniker510@gmail.com

Telephone 516-375-6302

Meeting Date Sun, 06/14/2026

Meeting Type Town Commission

Public Comments

As the former mayor of Highland Beach I firmly believe that the request for a variance by Cam Milani is good for Highland Beach. It will give us more tax revenue with no consequences to the Town. The extensions are reasonable and the commission should grant both requests.

The results of this submission may be viewed at:

<https://highlandbeach-fl.municodemeetings.com/node/2411/submission/800>

06/16/2026

Town Commission Meeting

**More Public
Comments ref.
Milani's Request
for Amendments
to Settlement
Agreement**

From: [Town of Highland Beach via Municode Portal](#)
To: [Public Comments](#)
Subject: Highland Beach Public Comment Submission
Date: Monday, June 15, 2026 12:32:17 PM

Submitted on Monday, June 15, 2026 - 12:32pm

Submitted by anonymous user: 174.226.58.172

Submitted values are:

Contact Information

Name Paolo Longo
Email Address plongo55@gmail.com
Telephone 9179527662

Meeting Date Tue, 06/16/2026
Meeting Type Town Commission
Public Comments

To the Mayor and Members of the Town Commission:

We write in support of Cam Milani's request for a ten year extension under the Settlement Agreement concerning 4612 S Ocean Blvd.

We know Lucia Milani personally. She has lived in this home for over 52 years. It represents far more than a structure — it is her independence, her history, and a lifetime of memories. The emotional toll of this transition is real and significant.

We respectfully urge the Commission to approve this extension and allow this longtime resident the time and dignity she deserves.

Sincerely,

Maria & Paolo Longo
4748 S Ocean Blvd #1505
Highland Beach, FL 33487

The results of this submission may be viewed at:

<https://highlandbeach-fl.municodemeetings.com/node/2411/submission/801>

From: [Town of Highland Beach via Municode Portal](#)
To: [Public Comments](#)
Subject: Highland Beach Public Comment Submission
Date: Monday, June 15, 2026 9:31:13 PM

Submitted on Monday, June 15, 2026 - 9:31pm

Submitted by anonymous user: 24.193.231.37

Submitted values are:

Contact Information

Name Ann M. Creo

Email Address anncreo@verizon.net

Telephone 9175331271

Meeting Date Tue, 06/16/2026

Meeting Type Town Commission

Public Comments

Please do not approve the variance request for a height allowance for the Alta Villa condominium at Boca Highland. Also, please do not approve the land request regarding Boca Highland. These condominiums already create an unsightly appearance as well as a crowding of the space in Boca Highland. It is simply overdevelopment and is ruining the sense of space and pleasantness in our home.

The results of this submission may be viewed at:

<https://highlandbeach-fl.municodemeetings.com/node/2411/submission/802>

From: [Town of Highland Beach via Municode Portal](#)
To: [Public Comments](#)
Subject: Highland Beach Public Comment Submission
Date: Monday, June 15, 2026 11:13:10 PM

Submitted on Monday, June 15, 2026 - 11:13pm

Submitted by anonymous user: 73.0.61.187

Submitted values are:

Contact Information

Name Curt Cunningham

Email Address curtcunningham@gmail.com

Telephone 561-717-9783

Meeting Date Tue, 06/16/2026

Meeting Type Town Commission

Public Comments

Given the explanation for the reasons of the Milani extension requests under agenda item 6.B, these seem reasonable and I am in favor of the time extension requests.

The results of this submission may be viewed at:

<https://highlandbeach-fl.municodemeetings.com/node/2411/submission/803>

File Attachments for Item:

C. 2026 Hurricane Preparedness Presentation by Fire Chief Glenn Joseph

TOWN OF HIGHLAND BEACH

HURRICANE PREPARATION MANUAL 2026



Visit www.highlandbeach.us for additional information and to sign up for emergency notifications through CodeRED.

TABLE OF CONTENTS

<u>Season Preparedness</u>	<u>4</u>
<u>Preparing Your Hurricane Plan</u>	<u>4</u>
<u>Detailing Your Hurricane Plan</u>	<u>5</u>
<u>Preparing Children</u>	<u>6</u>
<u>Preparing Senior Citizens</u>	<u>6</u>
<u>Disability Assistance</u>	<u>7</u>
<u>Special Care Unit</u>	<u>7</u>
<u>Pets</u>	<u>8</u>
<u>Boat, Boat Box, and Dock</u>	<u>9</u>
<u>Motor Vehicles</u>	<u>9</u>
<u>Suggestions for Closing Your Unit</u>	<u>11</u>
<u>Suggested Hurricane Supplies</u>	<u>12</u>
<u>Hurricane Advisories</u>	<u>13</u>
<u>Securing Your Home</u>	<u>14</u>
<u>Securing Your Motor Vehicles</u>	<u>15</u>
<u>When a Hurricane Warning is Issued</u>	<u>14</u>
<u>During the Storm</u>	<u>15</u>
<u>After the Storm</u>	<u>15</u>
<u>Additional Resources</u>	<u>16</u>
<u>Important Telephone Numbers</u>	<u>17</u>
<u>Glossary</u>	<u>18</u>



TOWN OF HIGHLAND BEACH

PUBLIC SAFETY

3614 S. OCEAN BLVD. • HIGHLAND BEACH, FL 33487
(561) 266-5800 (561) 237-5575



2026 Hurricane Season

Forecasters with NOAA's National Weather Service predict a below-normal hurricane season for the Atlantic basin this year. NOAA's outlook for the 2026 Atlantic hurricane season, which runs from June 1 to November 30, projects a 35% chance of a near-normal season, a 10% chance of an above-normal season, and a 55% chance of a below-normal season.

The agency forecasts 8-14 named storms (winds of 39 mph or higher). Of those, 3-6 are expected to become hurricanes (winds of 74 mph or higher), including 1-3 major hurricanes (category 3, 4, or 5, with winds of 111 mph or higher). NOAA has 70% confidence in these ranges. An average season has 14 named storms, including 7 hurricanes, of which 3 are major.

The National Oceanic and Atmospheric Administration (NOAA) predicts 13 to 19 named storms with sustained winds of 39 mph or higher. Within that range, 6 to 10 storms are expected to become hurricanes with sustained winds of 74 mph or higher, and among those, 3 to 5 may develop into major hurricanes (Category 3, 4, or 5) with sustained winds of 111 mph or higher. Forecasters have 70% confidence in these ranges.

Water hazards are responsible for nearly 90% of direct hurricane fatalities. According to data from the National Hurricane Center, the coastal threats that claim the most lives include strong surf and rip currents, which cause 15% of fatalities, and storm surges—the historic leading cause of death—accounting for 11% due to rapid, catastrophic ocean flooding. Wind-related hazards, including tornadoes, structural collapses, and flying debris, account for only about 12% of direct fatalities.

Regardless of predictions, it takes only one devastating storm to make it a “bad” hurricane season.

The message is clear - ***HAVE A PLAN & BE PREPARED!***

Residents should know that Highland Beach is a **MANDATORY EVACUATION ZONE** when a Category 2 hurricane or higher is expected. In the event of an evacuation order, everyone must comply. Emergency responders cannot assist in high winds or dangerous weather conditions. If there is an emergency during a storm, expect significant delays in receiving help.

As with past storms, NO specific “pass or placard” is required to return to town after evacuating. Residents with identification showing their home address will be allowed back if it is safe to do so and conditions allow. Any workers or caretakers returning to town will need identification and the address and resident/condominium name they are going to.

In previous hurricane seasons, the Town's **CodeRED** notification system has been the most effective way to share important and timely information with our residents. If you haven't already, please register for

CodeRED as soon as possible. You can do this through the Town’s website.

In addition, residents are encouraged to register for **Community Connect**, a secure online platform that allows you to provide important household information to emergency responders before an emergency occurs. To register, simply scan the QR code.



Please contact us if we can be of any assistance in your planning and preparation. We are always available to meet with residents, HOA members, or your association’s staff.

You can learn more about [Hurricane Preparedness](#) and resources through our website at highlandbeach.us.

The top priority of the **Highland Beach Police and Fire Rescue** is to ensure the safety, security, and health of our community before, during, and after any storm.

HAVE A PLAN & BE PREPARED!

Season Preparedness

Hurricane Season runs from June 1st to November 30th.

Each year’s hurricane season, June 1st through November 30th, poses a new threat to coastal homeowners and residents. The National Hurricane Center in Coral Gables, Florida, predicts storm movements 72 hours in advance and usually gives 72 hours’ notice for a hurricane watch and 36 hours’ notice for a hurricane warning.

Forecasting technology makes hurricanes the most survivable of natural disasters; however, preparing a plan to follow in the event of a major tropical storm or hurricane is very important to ensure the safety of you and your family. The one or two days’ notice of a hurricane watch is not enough time to prepare properly for a hurricane. You need to plan ahead for where to go during the storm and what to do afterward, since you may be on your own without help for as long as a month.

Severe damage to personal property can result from hurricanes due to high-speed winds and flooding. FEMA, County and Town Emergency Management Divisions, and your Property Managers urge each of you to be prepared for possible hurricanes and to follow evacuation orders if issued.

Please remember that you are responsible for yourself, your family, and your property. This Hurricane Manual has been prepared to guide your preparations for the hurricane season. In addition to utilizing this manual, the Town encourages all residents to register for CodeRED, the Town’s emergency communications system. Residents can register to receive notifications by visiting www.highlandbeach.us/188/CodeRED-Registration.

Preparing Your Hurricane Plan

Preparing a hurricane plan helps ensure the safety of you and your family.

The Town of Highland Beach is located on a barrier island and is designated a **Zone B evacuation area**. Evacuation zones are established based on the size of the storm and the expected flooding in that area. The Palm Beach County Emergency Operations Center will issue evacuation orders by zone. If authorities

order an evacuation, the law mandates that you leave if you live in an evacuation zone where there will be flooding. The danger of high velocity winds, which increase in speed at higher elevations, such as upper floors in high-rise buildings, and the storm surge, often 50 miles wide, makes evacuation vital to personal safety. Evacuation is for your safety and that of your family; the combination of high velocity winds, flooding, and storm surges can be deadly.

The Town of Highland Beach will be completely shut down when an evacuation order is given. Prior to a hurricane warning being issued, Town of Highland Beach personnel will secure all common areas and prepare the grounds in anticipation of a hurricane. There is no assurance that Town of Highland Beach personnel would be available to help you.



NOTE: When the evacuation order for your area is given, building facilities will be completely shut down. All elevator cabs will be stopped in the center of each stack, all garage doors will be locked in the down position, and all power and water will be shut off in every building. NO staff will remain on property.

It is important to prepare a plan for the hurricane season to protect your personal property and, more importantly, to ensure the safety of you and your family. People currently in residence who have not prepared a plan should do so at once. This plan should include evacuation arrangements for family, seniors, those with special needs, and pets. It will be necessary to secure boats and automobiles, remove all furniture and loose objects from balconies and decks, close hurricane shutters, and have on hand ample hurricane supplies, including food, water, flashlights, extra batteries, battery-operated radio or television, cash or travelers' checks, and at least two weeks' worth of medical supplies and prescription medicines.

Owners not in residence should secure all personal property prior to leaving town or make arrangements to have their property secured in the event of a major tropical storm.

Detailing Your Hurricane Plan

Careful and thorough consideration of your family's needs will make your hurricane plan a success.

These are things you should do now:

- Develop your evacuation plan and notify all family members of it. Your plan should include tentative housing arrangements, both short- and long-term; transportation arrangements and an evacuation route (acquire current local and state road maps); and arrangements for pets.
- **Pre-register** with the Palm Beach County Office of Emergency Management for the Special Care Unit for people with medical conditions requiring special needs.
- Designate an out-of-area contact person and provide your contact with details of your evacuation plan, a list of names and phone numbers of relatives, and your cell phone number if you have one.
- Make an inventory, including photographs, of your household goods and store it with other important documents.
- Review insurance policies and update if necessary.
- Compile important documents, including medical insurance cards, copies of all prescriptions, immunization records, a copy of personal identification, bank and savings accounts, mortgages and titles, insurance policies, birth certificates, passports, pet registration and immunization records, motor vehicle and boat registrations, phone numbers for family, physicians, pharmacy, caregiver, and business contacts. Place all important documents in a secure, waterproof container.
- Have hurricane shutters inspected and repaired if required.
- Make plans to secure your property, including automobiles and boats. If you are away during

- hurricane season, arrange for someone to secure your property in your absence.
- Have vehicles serviced and kept in good repair. Keep gas tanks full.
- Stock and store medications, including extra prescriptions, oxygen, and other medical supplies as needed.
- Prepare hurricane supplies and store them in a readily accessible place for evacuation.

Preparing Children

It is important to calmly discuss hurricanes and your preparations with younger children.

Storms of any kind can be very traumatic for younger children. It is important for families to talk calmly and openly with their children about hurricanes, explaining in very simple terms what a hurricane is, what to expect, and how their family is preparing for it.

You may wish to tell them that you are preparing for a gigantic storm called a hurricane and that it will be very windy and rainy. It may be very destructive, so it may be necessary to move the family and pets to a safer area during the storm. Reassure them that you will do everything possible to make sure your family is safe.

When a hurricane watch is issued, you can keep them busy by letting them help prepare their special hurricane bags, packed with favorite quiet toys and games (paper, pencils, coloring books, and crayons) and snacks they enjoy. Other things to include in their bags are:

- A favorite blanket or stuffed animal
- Books
- Toothbrush and toothpaste
- A change of clothes and rain gear
- A flashlight with extra batteries



NOTE: If you plan to go to a shelter, remember to take ample bedding (pillows and blankets) and personal hygiene items.

Preparing for the Storm

Early planning for residents helps ensure anticipated needs are addressed.

Residents with special medical needs should carefully consider their unique situations when creating a hurricane plan. Discuss your specific medical requirements with your physician to assess whether you will need assistance or specialized care during an evacuation. If you do, make sure to pre-register as early as possible. Additionally, inform family, friends, and neighbors about your hurricane plans.

If you live alone, make your plans early to avoid last-minute stress or confusion. Arrange for someone to help you secure your property when a hurricane watch is issued. Consider teaming up with a friend so you won't be alone if you need to evacuate. If you need assistance with activities of daily living, ensure your caregiver is available to accompany you to the shelter.

In addition to the normal hurricane supplies, remember to take with you:

- A list of medications and a schedule of when they should be taken.

- Special dietary foods that do not require cooking.
- Medical equipment (cane, wheelchair, etc.) marked with your name.
- A list of the style and serial numbers of any medical equipment or devices (pacemaker, etc.).
- Extra batteries for hearing aids or wheelchairs, as needed.

Disability Assistance

The Palm Beach County Office of Emergency Management provides assistance to disabled individuals who lack transportation to a shelter and have no family members available to support them.

You must pre-register for bus service to a storm shelter with the Palm Beach County Office of Emergency Management.

To pre-register for bus service to a regular storm shelter, please call the Palm Beach County Emergency Management Office:

(561) 712-6400, Extension 1

Special Care Unit

The Palm Beach County Office of Emergency Management has established a Special Care Program.

For information, please contact the Palm Beach County Emergency Management office:

(561) 712-6400, Extension 4

<https://discover.pbcgov.org/publicsafety/dem/pages/special-needs.aspx>

The Palm Beach County Office of Emergency Management has established a Special Care Program to provide assistance to individuals with specific medical conditions or needs that cannot be addressed in a regular shelter. Shelter for these persons will be provided in a Special Care Unit. Pre-registration is required, and eligibility is based on your personal physician's recommendation. The following established medical criteria must be met to qualify for placement:

1. Oxygen-dependent residents requiring electricity.
2. Insulin-dependent diabetics who require refrigeration for insulin.
3. Anyone using electrical life-support equipment.
4. Patients unsuitable for regular shelter.

Eligible registrants should prepare the following to take with them to the designated special care unit:

- All medical prescriptions, supplies, and equipment, including oxygen for two weeks.
- Food for at least three (3) days, including all special dietary food required.
- Caregiver
- Identification
- Personal documents, including pre-registration and special needs forms, names and telephone numbers of relatives, and insurance papers.
- Personal hygiene items
- Clothing

- Reading material or something to do while waiting to return home.

Pets

Early preparation for your pet is essential.

Your pet's safety during a hurricane depends on you and will require advance planning in the event of evacuation. If you plan to use a Pet-Friendly Shelter, pre-registration is required. To register or obtain additional information, contact **Palm Beach County Animal Care at (561) 233-1200.**



NOTE: Early preparation for your pet is essential for its well-being during your hurricane evacuation. Red Cross shelters permit only service animals (i.e., seeing eye dogs) because of safety and public health issues. Many hotels do not accept pets and kennels fill up rapidly in the face of an approaching tropical storm.

All pets should be properly registered and tagged, and their immunizations must be up to date. Keep your pet's immunization records and license together with your personal documents, along with a current photograph of your pet. Veterinarians recommend using a portable pet carrier that is large enough for your pet to stand up and turn around in for safe transportation.

In preparation for evacuation, make sure to pack the following items for your pet:

- Two weeks' supply of medications
- Two weeks' supply of pet food and water
- Collar with identification
- Leash
- Familiar items such as a favorite blanket and toys

Copies of your pet's immunization records and license should be kept with your pet; the originals should be kept with other important documents.

The Animal Rescue League of the Palm Beaches will offer shelter for pets during mandatory evacuations. Space will be available on a first-come, first-served basis, and pre-registration is not an option. Please bring your pets in carriers, along with sufficient food and water, their licenses, and immunization records. Dogs must be on leashes.

Owners may stay with their pets in the shelter if they wish; however, this is not a shelter sponsored by the County or the Red Cross, and there will be no provisions other than what you bring for yourself. For additional information, please contact The Animal Rescue League of the Palm Beaches:

(561) 686-3663

Pet-Friendly Shelter Requirements:

- The Pet Friendly Shelter is located inside the West Boynton Recreational Center at 6000 Northtree Blvd., Lake Worth, FL 33463. It is available only to Palm Beach County residents who live in a mandatory evacuation zone, in a mobile home, or in substandard housing. Proof of residency will be required.
- Pets will be housed in a separate area away from where the owners are sheltered; livestock and reptiles will not be accepted. All family members will need to stay at the adjacent human shelter, Park Vista High School.

- Space is limited, and pre-registration is required.

For more information, please visit www.pbcgov.com/animal.

Boat, Boat Box, and Dock

Dock and boat ownership require special preparation for hurricane season.

Make thorough preparations for the care and mooring of your boat and dock during severe storms. These things should be taken care of prior to hurricane season:

- Review your insurance policy.
- Consolidate your boat records, making sure to include the insurance policy, photographs of the vessel, registration, equipment inventory, important contact names, and telephone numbers. Pack with other important documents.
- Make sure your vessel is in sound condition.
- Check and maintain the watertight integrity of your boat, both above and below the water line, and improve it if necessary.
- Keep your boat's fuel tanks full, filters and bilges clean, batteries charged, cockpit drains free and clear, and firefighting and lifesaving equipment in good condition, in place, and accessible.
- Check all hardware and lines for durability.
- Rehearse your boat hurricane plan or arrangements.

If you plan to be away, you should arrange for someone to remove your boat and boat box or properly secure them in your absence.

Motor Vehicles

Your motor vehicles should be serviced regularly.

Electric Vehicles (EVs) should be moved to a safe, dry location off the island. If this is not possible, ensure the charger is NOT connected.

For all other vehicles, make sure all trickle chargers are unplugged.

Your motor vehicles should be kept in good working order at all times to ensure safe evacuation.

FEMA and the American Red Cross recommend that every home and automobile have a first aid kit.

Other supplies that should be carried in your automobile during hurricane season are:

- Spare tire, sturdy jack, and booster cables
- Basic tool kit
- Folding shovel
- Flashlight with extra batteries
- Emergency flares
- Bottled water
- Rain gear and blanket
- Comprehensive first-aid kit

Copies of your automobile registration papers should be kept in your car; the originals should be kept with other important documents.

Suggestions for Closing Your Unit

Are you closing your condo for the season? Here are some helpful suggestions to follow when preparing to leave Highland Beach for any length of time.

One Week Prior to Departure:

- Notify the Highland Beach Police Department when you will be leaving and when you expect to return by filling out the “Away From Home” form available on the Police Department’s webpage.
- <https://highlandbeach.us/194/Away-From-Home-Initiative>
- Notify the United States Postal Service of your temporary forwarding address.
- If you plan to disconnect your utilities and cable service temporarily, contact the appropriate companies. The telephone numbers listed below are for your convenience. Make sure you have your account numbers handy when you place the calls:
 - Comcast Cable: 1-800-xfinity
 - FPL: 561-994-8227
- Check for any leaks, dripping faucets or hoses, running toilets, etc.
- Fill out any Time & Materials requests for work you would like to have done while you are away.
- Replace all batteries with new ones.
- Check the storage area and make sure all items are stored within the storage bins. Excess storage on top of or beside storage bins is not permitted.
- Absolutely nothing may be stored in the A/C and electrical closets. It is a fire hazard and illegal to use them for storage.
- Check bicycles to make sure they are properly tagged and stored.
- One Day Prior to Departure:
 - Empty the refrigerator of all perishables and turn off the icemaker.
 - Put all open cereals, grains, pasta, spices, etc., in tightly sealed containers and place in your refrigerator or freezer.
 - **Remove all battery-powered equipment, such as electric bikes, Electric Bikes, Scooters, or any other Lithium-Ion Battery Operated Transportation devices, from your unit.**
 - **Smaller items such as computers, phones, and power tools must be stored and secured in a waterproof container to avoid contact with moisture.**
 - **Unplug all battery charging devices.**

Just Prior to Departure:

- Turn off both hot and cold-water valves to the washing machine.
- Turn off the hot water heater by throwing the switch in the fuse box.
- Check all faucets to make sure they are tightly turned off.
- Unplug all TV’s and small appliances (coffee maker, toaster, etc.).
- Leave closet doors open.

- Pour one cup of Clorox into each toilet bowl to help prevent mold build-up. Leave the lid up.
- Set the air conditioner no higher than 78 degrees.
- Set the humidistat according to directions.
- Do not turn off the air conditioning unit.
- Close blinds and/or draperies to keep the sun out and keep your electrical bill down.
- Close hurricane shutters.
- Make sure you have not left appliances (e.g., dishwasher, dryer, etc.) operating when you leave the apartment. All last-minute “clean up” should be completed before you walk out the door, or arrangements should be made for someone to take care of this portion for you.
- Obtain necessary vehicle agreement forms for use in shipping vehicles to or from your residence.

Important Reminders:

If you normally require pest control services, it is recommended that you arrange for periodic inspection and servicing of your apartment during your absence.



NOTE: In the event of an impending hurricane, it is necessary for you to arrange for someone to prepare and secure your apartment, boats, boat boxes, and automobiles. Town personnel will be busy securing all common areas and preparing the grounds.

Suggested Hurricane Supplies

The following items should be taken with you wherever you go during the hurricane evacuation:

- Battery-operated radio/television, clock, and spare batteries
- Cell phone (cordless phones will not work if electricity is out)
- Flashlights and spare batteries
- Cash or traveler’s checks
- Digital camera
- Personal documents in a waterproof container
- Matches in a waterproof container.
- Fire extinguisher (ABC-type)
- Current detailed local and state maps
- Signal flare, compass, and whistle
- Change of clothing and rainwear. Pants, long-sleeved shirts, socks, and heavy-soled shoes. Hats and protective clothing are recommended by FEMA.
- Insect repellent and sunscreen
- First aid kit, which includes a manual, betadine solution, antiseptic spray, eye wash solution, gauze bandages, adhesive tape, sterile pads, band aids, triangular bandages, safety scissors, tweezers, needle and thread, medicine dropper, non-prescription medication, and rubber gloves.
- Prescription medicines and specific medical information
- Eyeglasses, hearing aids, canes, prosthetic devices, etc., clearly marked with identification.
- Personal hygiene items include toothbrushes and toothpaste, soap, deodorant, shampoo, a shaving kit, feminine hygiene items, infant items, small plastic bags with ties for disposing of personal hygiene items, and disposable diapers, washcloths and towels, toilet paper, and towelettes.

- Ice chest and ice
- Sterno and pans for heating food
- Manual can opener, utility knife, pliers, and duct tape
- Disposable plates and cups, eating utensils, paper towels, and plastic storage containers.
- Two-week supply of food and liquids
- Two quarts of water per person per day for drinking purposes
- Special dietary needs
- Small containers of canned fruit, meats, vegetables, and fish that do not require cooking.
- Crackers, dry cereal, granola bars, and canned or bottled juices
- Dry milk, baby formula, and food as required.
- Pet food as required.
- Water purification tablets
- Liquid detergent and household chlorine bleach (without additives)
- Gloves and goggles
- Plastic bucket with a tight lid and disinfectant.
- Sleeping bags or blankets, pillows, and plastic sheeting
- Paper, pencils, and pens
- Books, magazines, cards, toys, and games

Hurricane Advisories

Hurricane Watch: Hurricane conditions are possible within 72 hours.

When a Hurricane Watch is issued, your hurricane preparations should be underway. When the National Hurricane Center issues a Hurricane Watch, it means tropical storm or hurricane conditions are possible in our area within 72 hours. It is time to begin securing your property and preparing to leave your home if an evacuation order is issued. A Hurricane Advisory Notice will be posted on and will be directly communicated to those registered with CodeRED, the Town's emergency notification system, via phone call and text message.

- Take the time to review your hurricane plan, reconfirming all housing and transportation arrangements.
- Notify the designated contact person of your confirmed arrangements.
- Monitor local radio and television stations for the latest weather information.
- Make sure you have enough cash or travelers' checks for emergencies during the hurricane. A power failure may disrupt banking transactions, including ATM and credit card use.
- Check prescription medicines and medical supplies and replenish if needed.
- Collect important documents and seal them in a waterproof container.
- Collect evacuation supplies, including battery-operated TVs, radios, flashlights, and lanterns.
- Pack the vehicle.
- Fill all motor vehicles with fuel and secure those you will not be taking with you.
- Shelter your pets.
- Secure your home.
- Secure your boats, boat boxes, and docks.

Securing Your Home

Allow ample time to secure your home in the event you are evacuated.

It is important to allow yourself ample time to secure your home in the event of a mandatory evacuation order.

- Locate the water supply valve to your unit so it can be turned off when an evacuation order is given to prevent flooding due to pipe or hose failure.
- Move your furnishings away from the windows to help protect them from possible damage.
- Store valuables.
- Remove items from your storage bin and place them in your unit.
- Remove all furniture and loose objects from decks, patios, and balconies.
- Close and lock all hurricane shutters.
- Tightly close and lock all windows and glass doors.
- If your windows face the outside, place rolled newspapers between screens and windows.
- Place folded towels in the windowsills and inside the bottom of all doors leading outside.
- Close all blinds and draperies.
- Post emergency contact information clearly visible on your refrigerator and give a copy of the information to your building manager (if applicable).

Securing Your Motor Vehicles

Garage doors should be locked in the down position if the buildings are evacuated.

In the event of a mandatory hurricane evacuation of the Town, the garage doors should be locked in the down position. Any vehicles left in the building garages will be inaccessible until the buildings are deemed safe for re-entry. Any damage incurred to those vehicles left in the garages will be the responsibility of the owners. Copies of our automobile registration papers should be kept in your car; the originals should be kept with other important documents.

Electric Vehicles (EV's)

Electric vehicles and golf carts with Lithium-Ion Batteries (LIB's) should be moved off the island to a location not prone to flooding. The fire risk associated with EVs increases significantly when saltwater intrudes into the batteries, potentially leading to spontaneous combustion. Do not leave these vehicles inside your home garage.

When a Hurricane Warning Is Issued

Hurricane Warning: Hurricane conditions are expected within 36 hours. Your hurricane preparations should be rushed to completion.

When the National Hurricane Center issues a Hurricane Warning, it means tropical storm or hurricane conditions are expected in our area within 36 hours. Final preparations should be completed. Follow your hurricane plan. A Hurricane Warning Notice will be posted on all Town of Highland Beach electronic bulletin boards and will be directly communicated to those registered with CodeRED, the Town's emergency notification system, via phone call and text message. Remember, in the Town of Highland

Beach, you will be ordered to evacuate if the hurricane is Category 2 or higher. Please leave promptly. Before leaving your property, the following should be done:

- Turn off the water to your unit.
- Turn off the electricity to your unit except for your refrigerator and freezer. They should be turned to the coldest settings and then shut tightly.
- Notify your contact person that you are evacuating and will follow your hurricane plan.
- Monitor local radio and television stations for the latest weather information and recommended evacuation routes.
- Expect extreme traffic delays on evacuation routes.
- **Remain calm.**
- Take your Town of Highland Beach Hurricane Manual and leave immediately.

During the Storm

Remain inside until the storm has completely passed the area.

By the time the storm arrives, you should be safely inside your evacuation site. For your safety and others', it is important to stay indoors during the storm. While you are riding out the storm:

- Continue to monitor the area conditions using your battery-operated radio or television.
- Do not cook on charcoal grills indoors. If you do not have electricity and need to prepare food where you are staying, prepare foods that do not require cooking.
- **Remain calm.**

After the Storm

Access to the Town will not be available until power has been restored and buildings are determined to be safe.

Remain where you are until the official "All Clear" notification has been given by local emergency management officials. It is extremely important to follow all directions of emergency management personnel. Please understand that access to the buildings will not be available to residents until any damage has been assessed and documented, the utilities have been restored, and the buildings are deemed safe for re-entry.



NOTE: If you were evacuated and the storm then took a different track, re-entry to Town would follow the same procedure as if the storm had hit our area.

While you are waiting to gain access to your home:

- Continue to monitor area conditions and receive the latest instructions using your battery-operated radio or television.
- Notify your contact and let them know you are safe.

When permitted re-entry to Town:

- Prepare for heavy traffic and hazardous road conditions.
- Use extreme caution when entering your unit and follow building management's instructions,

which will be posted on all bulletin boards, regarding circuit breakers, air conditioning, water valves, trash disposal, and other important safety information.

- Follow boil water directives. Use only uncontaminated water for drinking, mixing with food, brushing your teeth, and cleaning contact lenses. Dispose of any foods that are or may be spoiled by placing them in plastic trash bags, tightly securing the bags before putting them in the trash.
- Assess damage to your unit and personal property, including motor vehicles and boats. Document damage with photographs or a video recording and contact your insurance agent.
- Keep telephone calls short.

Additional Resources

Palm Beach County Hurricane Guide: discover.pbcgov.org/publicsafety/PDF/Hurricane-Guide.pdf

National Weather Service Storm Planning Guide: <https://www.weather.gov/safety/hurricane-plan>

Red Cross Hurricane Safety Checklist: https://www.redcross.org/content/dam/redcross/get-help/pdfs/hurricane/EN_Hurricane-Safety-Checklist.pdf

National Hurricane Center Storm Tracker: <https://www.nhc.noaa.gov/>



Important Telephone Numbers

Local Numbers

Police and Fire-Rescue, Emergency Only	911
Police, Non-Emergency	561-276-2458
Fire, Non-Emergency	561-237-5575
Town of Highland Beach Police Administrative Office	561-266-5800
Town of Highland Beach General Information Line	561-278-4548
Operations Center, During Hurricane Only	561-416-3471
American Red Cross	561-994-2060

Palm Beach County & State Numbers

PBC Office of Emergency Management	1-561-712-6400
PBC Office of Emergency Management, TDD	1-561-712-6343
National Hurricane Center Recording	1-305-229-4483
Florida Marine Patrol	1-800-342-5367
Animal Control	1-561-233-1200
Victim Services	1-561-355-2418

Insurance Hotline Numbers

Florida Department of Insurance	1-800-342-2762
Allstate	1-800-547-8676
JUA	1-800-636-8511
Nationwide	1-800-421-3535
Prudential	1-800-437-3535
State Farm	1-800-732-5246
USAA	1-800-531-8222
Disaster Relief Assistance Federal Emergency Management Agency	1-800-462-9029

Glossary

Severe Weather Terms

Hurricane Season: June 1st through November 30th is the official hurricane season.

Advisory: A message released at six-hour intervals by the National Hurricane Center that updates information on the storm or hurricane. A special advisory is a message issued whenever there is a significant change in the weather.

Small Craft Warning: A warning given when a hurricane or tropical storm threatens the area, advising small craft to remain in port.

Tropical Wave: A large low-pressure system in the tropics and subtropics.

Tropical Disturbance: A group of thunderstorms that moves together through the tropics for at least 24 hours, but with no noticeable circular motion.

Tropical Depression: A weak storm system with winds of 38 mph or less and rotary movement only on the water's surface.

Tropical Storm: A circular windstorm in tropical or subtropical climates with a defined eye and winds of at least 74 mph. Tropical cyclones, the general term for all large-scale circular windstorms in the tropics and subtropics, are called hurricanes in the Atlantic Ocean, the Caribbean, the Gulf of Mexico, the eastern Pacific Ocean, and near Hawaii. Tropical cyclones in the North Pacific Ocean are called typhoons.

Storm Warnings

Tropical Storm Watch: An advisory issued by the National Hurricane Center when tropical storm conditions, with winds of 39 to 73 mph, could threaten a coastal area within 72 hours.

Tropical Storm Warning: An advisory issued when winds of 39 to 73 mph are expected. If a hurricane is expected, tropical storm warnings probably will not be issued before hurricane warnings.

Hurricane Watch: An advisory issued when hurricane conditions are possible within 72 hours.

Hurricane Warning: An advisory that says hurricane conditions are expected in a specific area within 36 hours. All areas in the warning zone are likely to be affected, even if the hurricane just passes by.

Hurricane Categories

Hurricanes are rated from 1 to 5 on the Saffir-Simpson Scale.

Category 1 Hurricane: Wind speeds of 74 to 95 mph with a storm surge of four to five feet and barometric pressure of 28.94 inches or higher. Expected to cause minimal damage, primarily to foliage, unanchored mobile homes, and poorly constructed signs.

Category 2 Hurricane: Wind speeds of 96 to 110 mph with a storm surge of six to eight feet and barometric pressure of 28.50 to 28.93 inches. Expected to cause moderate damage with some damage to roofs and windows of homes, and heavy damage to mobile homes.

Category 3 Hurricane: Wind speeds of 111 to 130 mph with a storm surge of nine to 12 feet and barometric pressure of 27.91 to 28.49 inches. Expected to cause extensive damage, with some structural damage to buildings and trees, and destruction of mobile homes.

Category 4 Hurricane: Wind speeds of 131 to 155 mph with a storm surge of 13 to 18 feet and barometric pressure of 27.14 to 27.90 inches. Expected to cause extreme damage with heavy damage to homes and uprooting of trees.

Category 5 Hurricane: Wind speeds greater than 155 mph with a storm surge greater than 18 feet and barometric pressure less than 27.17 inches. Expected to cause catastrophic damage, with small buildings blown away or overturned, and trees destroyed.

Tornado Ratings

Tornadoes are ranked from 1 to 5 based on the Fujita tornado intensity scale, which measures the amount and type of wind damage sustained.

F-0: Light damage. Winds up to 72 mph.

F-1: Moderate damage. Winds of 73-112 mph.

F-2: Considerable damage. Winds of 113-157 mph.

F-3: Severe damage. Winds of 158-206 mph.

F-4: Devastating damage. Winds of 207 to 260 mph.

F-5: Incredible damage. Winds above 261 mph.

File Attachments for Item:

A. Proposed Ordinance

An Ordinance of the Town Commission of the Town of Highland Beach, Florida, amending Chapter 23, "Signs and Advertising," of the Town Code of Ordinances by amending Section 23-5, "Permitted Signs," to increase the maximum square footage of a permanent sign from 10 square feet to 32 square feet, to increase the maximum square footage of an ingress and/or egress sign from three (3) square feet to 32 square feet and by amending Section 23-8, "Appeals," to provide an appeal process for granting an increase in the maximum square footage of a permanent sign; providing for the repeal of all ordinances in conflict; providing for severability and codification; and providing for an effective date.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting

MEETING DATE June 16, 2026

SUBMITTED BY: Ingrid Allen, Town Planner, Building Department

SUBJECT: AN ORDINANCE OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AMENDING CHAPTER 23, "SIGNS AND ADVERTISING," OF THE TOWN CODE OF ORDINANCES BY AMENDING SECTION 23-5, "PERMITTED SIGNS," TO INCREASE THE MAXIMUM SQUARE FOOTAGE OF A PERMANENT SIGN FROM 10 SQUARE FEET TO 32 SQUARE FEET, TO INCREASE THE MAXIMUM SQUARE FOOTAGE OF AN INGRESS AND/OR EGRESS SIGN FROM THREE (3) SQUARE FEET TO 32 SQUARE FEET AND BY AMENDING SECTION 23-8, "APPEALS," TO PROVIDE AN APPEAL PROCESS FOR GRANTING AN INCREASE IN THE MAXIMUM SQUARE FOOTAGE OF A PERMANENT SIGN

SUMMARY:

At the March 3, 2026 Town Commission meeting, the Commission considered a discussion on increasing the maximum square footage requirements, etc. for permanent signs. Consensus from the Commission was to have staff draft an ordinance to increase the maximum sign area size to 32 square feet for each of the "three (3) existing sign scenarios" in the Town Code of Ordinances ("Town Code"), and to add a process for appeal which would include a recommendation by the Planning Board with a final decision by the Town Commission. Additional discussion by the Commission included consensus on the following item:

- An appeal for an increase in the maximum square footage of a permanent sign shall not exceed 72 square feet.

Table 1 below, provides the Town Code's current maximum sign size for permanent and ingress/egress signs (referenced above as the "three (3) existing sign scenarios"). Also included in Table 1, are the proposed sign dimensions provided by Villa Magna (see below, Additional Item History).

TABLE 1		
TYPE OF SIGN	CURRENT TOWN CODE MAXIMUM SIGN SIZE	VILLA MAGNA'S PROPOSED SIGN DIMENSIONS
Ingress (entrance)/egress (exit)	3 square feet	11 square feet
Permanent ¹	10 square feet	24 square feet (monument sign)
Permanent Intracoastal sign	10 square feet	10.67 square feet

¹ *Permanent sign* means a sign used to identify or name a residence, apartment or condominium building, motel or hotel (Section 23-1 Town Code).

The proposed Ordinance states that the Town’s Board of Adjustment and Appeals (BOAA), rather than the Planning Board, provides an advisory review for a sign appeal. Although the latter is contrary to the Commission’s direction provided on March 3, 2026, note that Section 30-40(p) of the Town Code states that for appeals of a decision, order, requirement, determination, or interpretation of a Town Official regarding the Zoning Code (Chapter 30), such appeal shall be considered by the BOAA. In addition, the BOAA currently hears and decides requests for zoning appeals and variances (for new and existing single-family homes and existing multi-family units), and makes recommendations to the Town Commission on certain variance requests to the Zoning Code (Chapter 30) and Floodplain Management requirements (Chapter 20, Article VI). Given these established appeal and variance provisions provided in the Town Code, staff suggests that the BOAA provide an advisory review for sign appeals.

Given the direction from the Town Commission (as noted above), the proposed draft ordinance provides the following sign code changes (deleting is ~~stricken through~~ and adding is underlined):

Sec. 23-5. Permitted signs.

* * *

(b) *All zoning districts.*

(1) In all zoning districts, one entrance (ingress) and one exit (egress) sign is permitted for directing traffic flow. Each sign may be single-faced or double-faced and shall meet Department of Transportation standards, and not exceed 32 ~~three (3)~~ square feet in size. Each sign may be illuminated or non-illuminated as determined by the owner and police department. A permit is required.

(c) *All zoning districts.*

(1) *Temporary signs.* Shall be as set forth in section 23-9.

(2) *Permanent signs:*

a. One permanent single-faced or double-faced sign not to exceed 32 ~~ten (10)~~ square feet per face may be permitted. Such sign must be illuminated, but not with

intermittent or colored lights or animation. The building official shall review the sign application and a permit is then required. A permit fee shall be charged and will be based upon the construction cost of the sign. The sign may be erected on a base not to exceed one foot six (6) inches in height. The base shall not exceed the dimensions of the sign by more than one foot in any direction. Any person seeking to place a sign in the FDOT right-of-way must obtain written FDOT approval prior to permit issuance by the town.

b. A street address sign readily visible from the street is required. Installation of this street address sign is a condition for issuing the certificate of occupancy. No permit is required.

c. In the case of intracoastal property, one additional permanent sign identifying the development may be allowed. This additional sign may also be single-faced or double-faced, not to exceed ~~32~~ ~~ten~~ (10) square feet per face. It may be illuminated, but not with intermittent or colored lights or animation. A permit is required.

d. Tow away signs conforming to state statutes are allowed on private property.

e. Whenever a sign requires a permit and is allowed within a setback area, easement, or right-of-way, the person erecting the sign shall be required to execute an agreement with the town.

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

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

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

Sec. 23-8. Appeals.

(a) *General*. The board of adjustment and appeals shall hear and make recommendations to the town commission on sign code appeals requesting an increase in the maximum square footage of a permanent sign (not to exceed 72 square feet). Appeals requesting an increase in the maximum square footage of an entrance (ingress) or exit (egress) sign are not authorized.

(b) *Limitations on authority to grant appeals*. As applicable, the board of adjustment and appeals and the town commission shall base their recommendations and decisions on the justifications submitted by the applicant, the considerations for issuance in subsection (c) below, and the conditions of issuance in subsection (d) below. The board of adjustment

and appeals and town commission have the right to attach such conditions as they deem necessary to further the purposes and objectives of this chapter.

(c) Considerations for issuance of appeals. In reviewing requests to grant an appeal, the board of adjustment and appeals and the town commission shall consider the following:

(1) That there is something unique about the building or site configuration that would result in the signage dimension permitted by this chapter being ineffective or inadequate;

(2) That the granting of the appeal will not detract from the safety of pedestrians or motorists on the site which it is located or on the adjacent right-of-way; and

(3) That the proposed signage is compatible with the architecture of the building and the materials are harmonious with the building design and surrounding landscape materials.

(d) Conditions for issuance of appeals. Appeals shall be issued only upon a determination:

(1) That the granting of the appeal will not deter the identification and wayfinding for the building and site nor create a negative impact on the aesthetic quality of the site and architecture; and

(2) That the granting of the appeal will be in harmony with the general intent and purpose of this chapter, and that such appeal will not be injurious, create nuisances or otherwise be detrimental to the public welfare.

(e) Decision of the town commission. A vote of at least four (4) members of the town commission shall be required to grant an appeal, and the town commission's decision on any sign appeal shall be final. The town commission's decision may only be challenged by the filing of a petition for writ of certiorari in the circuit court within thirty (30) days of the town commission's rendition of its written order.

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

ADDITIONAL ITEM HISTORY:

At the May 14, 2026 Planning Board meeting, a motion to recommend the approval of the proposed ordinance to the Town Commission regarding an amendment to Chapter 23 (motion carried 5-0).

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

- Increasing the sign size using Boca Raton's sign code as reference.

- Allowing for a variance procedure for dimensional requirements; and
- Adding in universal rules across all condos subject to the criteria that the sign should fit in with the overall property and the building, and use similar materials.

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

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

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

Staff prepared a comparison table whereby permanent sign regulations, as they pertain to multiple-family residential uses, are provided for Boca Raton, Deerfield Beach and Delray Beach (see Attachment No. 2). In addition, the Town’s Code Compliance Officer prepared a spreadsheet with the approximate height and width of all current condominium signage (frontage) as well as corresponding photographs of such signs (see Attachment No. 3).

Current Town Code Sign Regulations:

Section 23-5 of the Town Code provides the following size, color, illumination, aesthetic, and traffic safety regulations for permanent as well as ingress/egress signage (see Attachment No. 4 for entire sign code):

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

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

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

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

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

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

Visibility Triangles:

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

Sec. 30-68(o) Visibility triangles:

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

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

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

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

Appeals:

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

Sec. 23-8. Appeals.

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

FISCAL IMPACT:

N/A

ATTACHMENTS:

Ordinance

Villa Magna proposed signage (Attachment No. 1)

Other municipality sign regulations: comparison table (Attachment No. 2)

Height and width of all current condominium signage & photos (Attachment No. 3)

Town sign code (Attachment No. 4)

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

Town Commission minutes – March 3, 2026

Business Impact Estimate (BIE)

Ordinance Process flowchart

RECOMMENDATION:

At the discretion of the Town Commission.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17

**TOWN OF HIGHLAND BEACH
ORDINANCE NO**

18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36

AN ORDINANCE OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AMENDING CHAPTER 23, "SIGNS AND ADVERTISING," OF THE TOWN CODE OF ORDINANCES BY AMENDING SECTION 23-5, "PERMITTED SIGNS," TO INCREASE THE MAXIMUM SQUARE FOOTAGE OF A PERMANENT SIGN FROM 10 SQUARE FEET TO 32 SQUARE FEET, TO INCREASE THE MAXIMUM SQUARE FOOTAGE OF AN INGRESS AND/OR EGRESS SIGN FROM THREE (3) SQUARE FEET TO 32 SQUARE FEET AND BY AMENDING SECTION 23-8, "APPEALS," TO PROVIDE AN APPEAL PROCESS FOR GRANTING AN INCREASE IN THE MAXIMUM SQUARE FOOTAGE OF A PERMANENT SIGN; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY AND CODIFICATION; AND PROVIDING 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, on December 2, 2025, the Town Commission agreed to have the Planning Board review the Town's permanent sign code regulations and to consider other municipal sign codes as well as appropriate standards for maximum sign size, sign colors, sign illumination, sign look, safety of pedestrians and roadways, and an appeal or variance process for granting an increase in the dimensional requirements of permanent signage; and

WHEREAS, on January 8, 2026, the Planning Board provided its recommendation to the Town Commission; and

WHEREAS, on March 3, 2026, the Town Commission approved a motion to have staff draft an Ordinance that allows an increase in the maximum square footage of a permanent sign from 10 square feet to 32 square feet, to increase the maximum square footage of an ingress and/or egress sign from three (3) square feet to 32 square feet, and to provide an appeal process for granting an increase in the maximum square footage of a permanent sign; and

WHEREAS, the Planning Board conducted a duly advertised public hearing on this Ordinance and provided its recommendation on the draft Ordinance to the Town Commission; and

WHEREAS, the Town Commission has determined that the amendments to the Town Code of Ordinances are in the best interest of the Town of Highland Beach.

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

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

5 **Section 2.** Chapter 23, “Signs and Advertising,” of the Town of Highland Beach Code
6 of Ordinances is hereby amended by amending Section 23-5, “Permitted signs,” to read as follows
7 (deleting is ~~stricken through~~ and adding is underlined):

8 **Sec. 23-5. Permitted signs.**

9 (a) *Generally.* Signs are permitted only along the road frontage unless
10 otherwise indicated.

11 (b) *All zoning districts.*

12 (1) In all zoning districts, one entrance (ingress) and one exit (egress)
13 sign is permitted for directing traffic flow. Each sign may be single-
14 faced or double-faced and shall meet Department of Transportation
15 standards, and not exceed 32 ~~three (3)~~ square feet in size. Each sign
16 may be illuminated or non-illuminated as determined by the owner
17 and police department. A permit is required.

18 (c) *All zoning districts.*

19 (1) *Temporary signs.* Shall be as set forth in section 23-9.

20 (2) *Permanent signs:*

21 a. One permanent single-faced or double-faced sign not to
22 exceed 32 ~~ten (10)~~ square feet per face may be permitted.
23 Such sign must be illuminated, but not with intermittent or
24 colored lights or animation. The building official shall
25 review the sign application and a permit is then required. A
26 permit fee shall be charged and will be based upon the
27 construction cost of the sign. The sign may be erected on a
28 base not to exceed one foot six (6) inches in height. The base
29 shall not exceed the dimensions of the sign by more than one
30 foot in any direction. Any person seeking to place a sign in

1 the FDOT right-of-way must obtain written FDOT approval
2 prior to permit issuance by the town.

3 b. A street address sign readily visible from the street is
4 required. Installation of this street address sign is a condition
5 for issuing the certificate of occupancy. No permit is
6 required.

7 c. In the case of intracoastal property, one additional
8 permanent sign identifying the development may be
9 allowed. This additional sign may also be single-faced or
10 double-faced, not to exceed 32 ~~ten (10)~~ square feet per face.
11 It may be illuminated, but not with intermittent or colored
12 lights or animation. A permit is required.

13 d. Tow away signs conforming to state statutes are allowed on
14 private property.

15 e. Whenever a sign requires a permit and is allowed within a
16 setback area, easement, or right-of-way, the person erecting
17 the sign shall be required to execute an agreement with the
18 town.

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

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

30 h. *Illumination*: Signs may be illuminated directly or indirectly
31 unless specifically prohibited elsewhere in this chapter. In

1 residential zoning districts, all illumination shall be shielded
2 so that the light is not directed toward adjacent residentially
3 zoned property.

4 **Section 3.** Chapter 23, “Signs and Advertising,” of the Town of Highland Beach Code
5 of Ordinances is hereby amended by amending Section 23-8, “Appeals” to read as follows
6 (deleting is ~~stricken through~~ and adding is underlined):

7 **Sec. 23-8. Appeals.**

8 (a) General. The board of adjustment and appeals shall hear and make
9 recommendations to the town commission on sign code appeals requesting an
10 increase in the maximum square footage of a permanent sign (not to exceed
11 72 square feet). Appeals requesting an increase in the maximum square
12 footage of an entrance (ingress) or exit (egress) sign are not authorized.

13 (b) Limitations on authority to grant appeals. As applicable, the board of
14 adjustment and appeals and the town commission shall base their
15 recommendations and decisions on the justifications submitted by the
16 applicant, the considerations for issuance in subsection (c) below, and the
17 conditions of issuance in subsection (d) below. The board of adjustment and
18 appeals and town commission have the right to attach such conditions as they
19 deem necessary to further the purposes and objectives of this chapter.

20 (c) Considerations for issuance of appeals. In reviewing requests to grant an
21 appeal, the board of adjustment and appeals and the town commission shall
22 consider the following:

23 (1) That there is something unique about the building or site configuration
24 that would result in the signage dimension permitted by this chapter
25 being ineffective or inadequate;

26 (2) That the granting of the appeal will not detract from the safety of
27 pedestrians or motorists on the site which it is located or on the
28 adjacent right-of-way; and

29 (3) That the proposed signage is compatible with the architecture of the
30 building and the materials are harmonious with the building design
31 and surrounding landscape materials.

1 (d) Conditions for issuance of appeals. Appeals shall be issued only upon a
2 determination:

3 (1) That the granting of the appeal will not deter the identification and
4 wayfinding for the building and site nor create a negative impact on
5 the aesthetic quality of the site and architecture; and

6 (2) That the granting of the appeal will be in harmony with the general
7 intent and purpose of this chapter, and that such appeal will not be
8 injurious, create nuisances or otherwise be detrimental to the public
9 welfare.

10 (e) Decision of the town commission. A vote of at least four (4) members of the
11 town commission shall be required to grant an appeal, and the town
12 commission's decision on any sign appeal shall be final. The town
13 commission's decision may only be challenged by the filing of a petition for
14 writ of certiorari in the circuit court within thirty (30) days of the town
15 commission's rendition of its written order.

16 (f) ~~If a sign permit application is denied~~ Denial of a sign permit by the building
17 official. With the exception of appeals requesting and increase maximum
18 square footage of a permanent sign as authorized by this section, the board
19 of adjustment and appeals shall hear and decide appeals where it is alleged
20 there is error in any order, interpretation, requirement, decision, or
21 determination made by the building official in the administration or
22 enforcement of this chapter. A request for appeal must be filed with the town
23 clerk within ten (10) business days of the date of the matter being appealed.

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

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

RECEIVED

NOV 03 2025

Town of Highland Beach, FL
Town Clerk's Office



villa magna

November 3, 2025

Lanelda,

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

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

Wish us luck!

Ellen



Ellen Bonder
General Manager
LCAM

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

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

Public Comment 11/4/2025 Town Comm. Mtg



RECEIVED

NOV 03 2025

Town of Highland Beach, FL
Town Clerk's Office

October 31, 2025

Dear Highland Beach Commissioners and Staff,

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

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

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

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

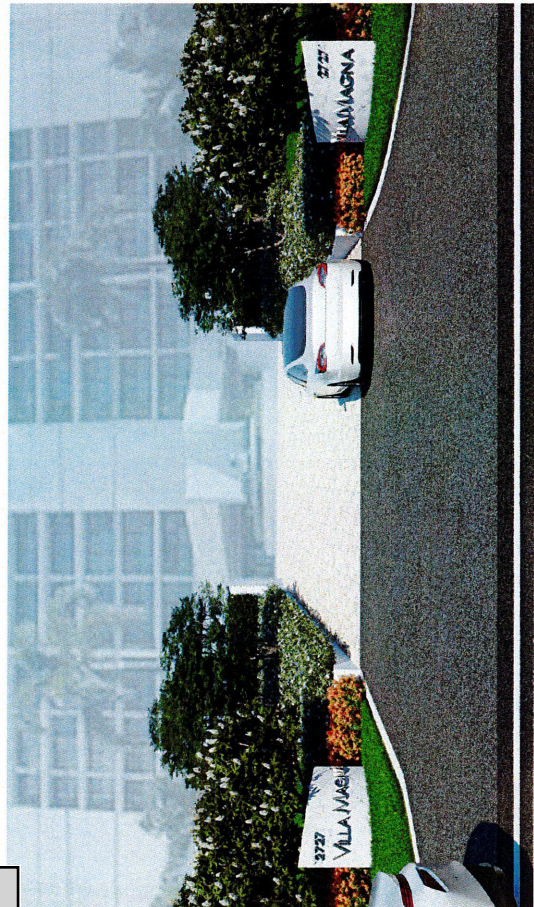
Respectfully,

THE VILLA MAGNA BOARD OF DIRECTORS

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



EXISTING ENTRY SIGN



PROPOSED ENTRY SIGNS



PROPOSED ENTRY SIGNS (NIGHT RENDERING)



EXISTING ENTRY SIGN (NORTHERN SIDE)



PROPOSED ENTRY SIGN (NORTHERN SIDE)



EXISTING ENTRY SIGN (NORTHERN SIDE) - NIGHT VIEW



PROPOSED ENTRY SIGN (NORTHERN SIDE) - NIGHT RENDERING



DIRECTIONAL SIGN - NORTH SERVICE (EXISTING) - NIGHT VIEW



DIRECTIONAL SIGN - NORTH SERVICE (EXISTING)

DIRECTIONAL SIGN - NORTH SERVICE (PROPOSED)



DIRECTIONAL SIGN - NORTH SERVICE (PROPOSED) - NIGHT RENDER



DIRECTIONAL SIGN - SOUTH PRIVATE (EXISTING)



DIRECTIONAL SIGN - SOUTH PRIVATE (PROPOSED)



DIRECTIONAL SIGN - SOUTH PRIVATE (EXISTING) - NIGHT VIEW



DIRECTIONAL SIGN - SOUTH PRIVATE (PROPOSED) - NIGHT RENDER



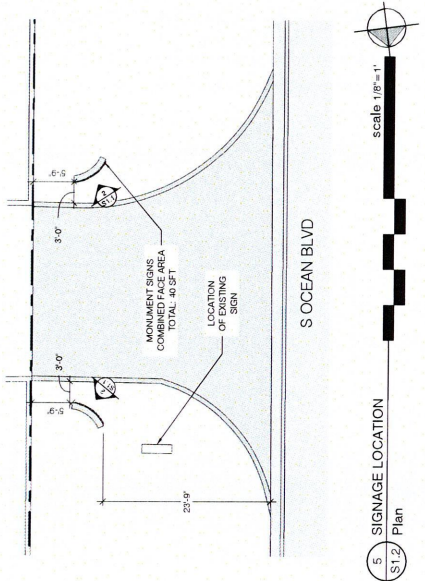
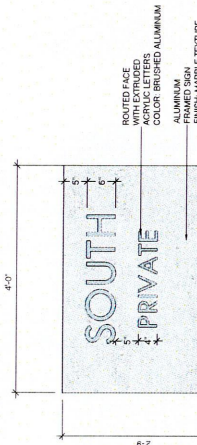
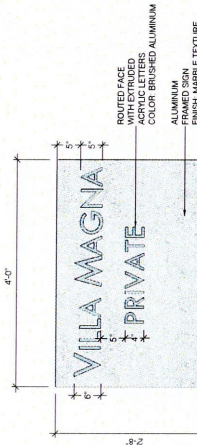
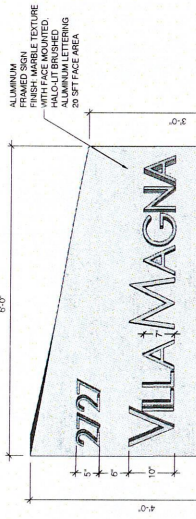
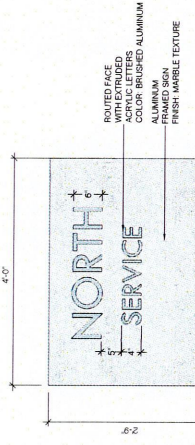
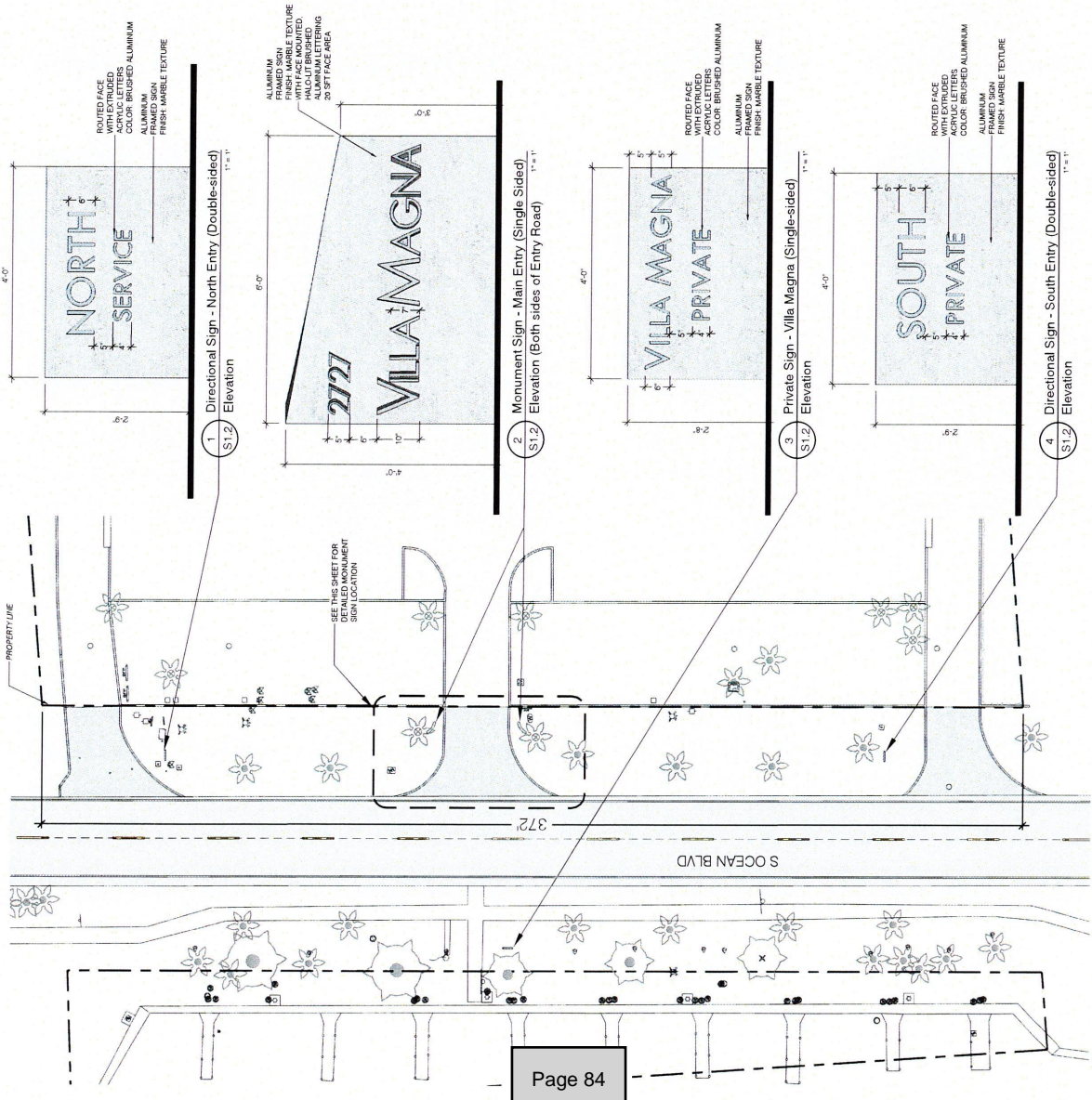
EAST SIDE - PRIVATE VILLA MAGNA PRIVATE SIGN (EXISTING)



WEST SIDE - PRIVATE VILLA MAGNA PRIVATE SIGN (PROPOSED)



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

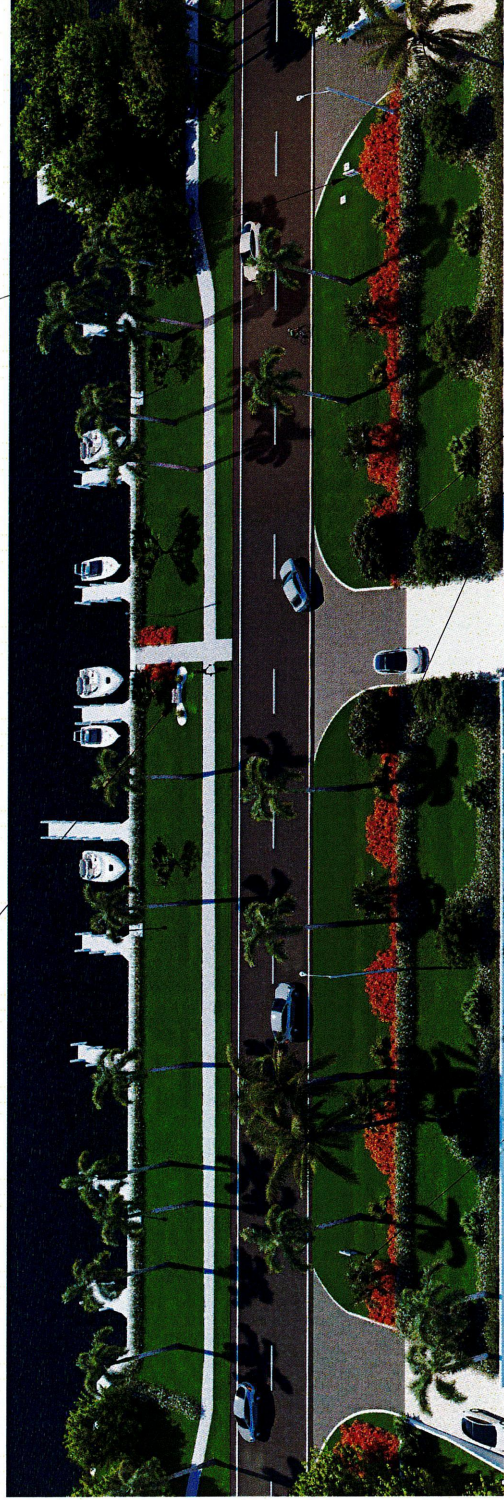




EXISTING BIRDS EYE - PROJECT VIEW

Private Sign - Villa Magna (Single-sided)

Directional Sign - North Entry (Double-sided)



Directional Sign - South Entry (Double-sided)

Monument Signs - Main Entry (Single-sided)

PROPOSED BIRDS EYE - PROJECT VIEW

PERMANENT SIGN REGULATIONS FOR MULTIPLE-FAMILY RESIDENTIAL USE¹

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

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

¹Additional sign regulations may apply.

²PL = Property line

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

ATTACHMENT NO. 3

Condo	Address			Measurements	Square footage
Ocean Cove	4000-4044 S Ocean Blvd			W-18 Ft H-8 F 5 In	151.5
Boca Cove	Boca Cove Ln			W- 6F 10 In H-3 Ft 10 In	26.19
The Enclave	1027 Boca Cove Ln			W- 3F 9 In H-3 Ft 11 In	14.69
Parker Highland	4605 S Ocean Blvd			W- 4 F H-6F 1 In	24.33
Villa Nova	3505 S Ocean Blvd	(2 signs)	Large	W- 7Ft H-1 F 6 In	10.5
			Small	W-3 F 3 In H3 F 10 In	12.46
Clarendon	3407 S Ocean Blvd			W- 5F 1 In H- 3F 7 In	18.22
The Ridge	3401 S Ocean Blvd			W- 2 F 1 In H-3F	6.25
Beach Walk East	3201 S Ocean Blv			W- 2F 8 In H- 4F 11 In	13.11
Penthouse Towers	3101 S Ocean Blvd			W- 5 F 8 In H- 3 F 7 In	20.31
Trafalagar	2917 S Ocean Blvd			W- 5 F H- 4F 9 In	23.75
Wiltshire House	2909 S Ocean Blvd			W- 5 F 1 In H- 4 F 2 In	21.18
Penthouse Highland	3100 S Ocean			W- 5 F 1 In H-4F 1 In	20.76

Prepared by Code Compliance Officer A. Osowsky 11-18-25



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



Ocean Cove
4000 - 4044

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



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



BOCA
COVE

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

The
Enclave
1021 - 1137

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



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

**PARKER
HIGHLAND**

4605

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



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



VILLA NOVA

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



VILLA NOVA

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



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



3505
VILLA NOVA

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

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

CLARENDON
3407

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



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



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



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



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



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

**PENTHOUSE
TOWERS 3101**



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



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



2917

TRAFALGAR


CODE COMPLIANCE

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



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



**ENTHOUSE
HIGHLANDS**

3100

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



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

Chapter 23 SIGNS AND ADVERTISING¹

Sec. 23-1. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 23-2. Purpose.

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

(Ord. No. 14-006, § 2, 7-1-14)

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

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

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

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

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

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

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

Sec. 23-4. Permit—Issuance.

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

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

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

Sec. 23-5. Permitted signs.

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

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

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

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

Sec. 23-6. Prohibited signs.

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

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

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

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

Sec. 23-7. Enforcement and penalties.

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

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

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

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

(Ord. No. 14-006, § 2, 7-1-14)

Sec. 23-8. Appeals.

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

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

Sec. 23-9. Temporary signs.

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

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

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

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

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

Temporary Signs Design Standards and Limitations

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

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

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

³ Not applicable to signs displayed on flagpoles.

⁴Not applicable to signs displayed on flagpoles.

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

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

Sec. 23-10. Non-commercial message.

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

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

Sec. 23-11. Severability.

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

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

ORDINANCE INITIATION

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

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

INTRODUCTION TOWN COMMISSION

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



ADVISORY BOARD(S)

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

TOWN COMMISSION -- 1st READING

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

TOWN COMMISSION -- 2nd READING/PUBLIC HEARING

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

TOWN STAFF -- ADOPTION & IMPLEMENTATION

a steady and positive trajectory.

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

Mayor Moore read the title of this item.

Town Planner Ingrid Allen provided extensive background on the sign ordinance discussion, which originated from a November 2025 public comment by Villa Magna condominium requesting larger replacement signs. The Planning Board reviewed various considerations including appropriate sign standards, size relationships to building scale, color and illumination requirements, safety considerations, and appeals processes.

The Planning Board recommended increasing sign sizes using Boca Raton's code as reference, allowing variance procedures for dimensional requirements, and implementing universal rules across all condominiums with criteria that signs fit the overall property aesthetic.

Mayor Moore proposed following the Planning Board's direction by adopting 32 square feet as the maximum size for all three sign categories (currently 10, 10, and 3 square feet), noting this would accommodate Villa Magna's 24 square foot request while providing consistency. She also recommended adding an appeals process.

Commissioner Stern expressed support for size increases but cautioned against simply copying Boca Raton's ordinance without careful review of all provisions. Vice Mayor Stern wished the Planning Board had provided more specific recommendations rather than general guidance to follow Boca Raton's approach.

Commissioner Goldberg raised questions about measurement standards, particularly for monument-style signs, and suggested establishing a maximum limit for appeals to prevent excessive variance requests. Town Attorney Rubin clarified the difference between variance procedures (requiring hardship standards) and appeals processes, with the Commission preferring an appeals process going first to the Planning Board, then to the Commission.

The discussion addressed concerns about existing nonconforming signs, which would be allowed to remain but must comply with new standards if destroyed or completely replaced.

MOTION: Moore/Chudnofsky – A motion was made and seconded for staff to draft an ordinance to increase the maximum area size to be 32 square feet for each of the three scenarios we have and to add a process for appeal where it goes to the Planning Board first and then to the Town Commission for the ultimate decision. Upon roll call: Mayor Moore (Yes); Commissioner Chudnofsky (Yes); Commissioner Goldberg (Yes); Commissioner Peters (Yes); and Vice Mayor Stern (Yes). The motion passed unanimously on a 5 to 0 vote.

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the Town's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title: AN ORDINANCE OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AMENDING CHAPTER 23, "SIGNS AND ADVERTISING," OF THE TOWN CODE OF ORDINANCES BY AMENDING SECTION 23-5, "PERMITTED SIGNS," TO INCREASE THE MAXIMUM SQUARE FOOTAGE OF A PERMANENT SIGN FROM 10 SQUARE FEET TO 32 SQUARE FEET, TO INCREASE THE MAXIMUM SQUARE FOOTAGE OF AN INGRESS AND/OR EGRESS SIGN FROM THREE (3) SQUARE FEET TO 32 SQUARE FEET AND BY AMENDING SECTION 23-8, "APPEALS," TO PROVIDE AN APPEAL PROCESS FOR GRANTING AN INCREASE IN THE MAXIMUM SQUARE FOOTAGE OF A PERMANENT SIGN; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY AND CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the Town is of the view that a business impact estimate is not required by state law¹ for the proposed Ordinance, but the Town is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed Ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
 - b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality.
 - c. Sections 190.005 and 190.046;
 - d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the Town hereby publishes the following information:

1. Summary of the proposed ordinance including a statement of the public purpose to be served, such as serving the public health, safety, morals and welfare of the municipality.

This Ordinance includes an amendment to the Town's sign code found in Chapter 23 which will allow an increase in the maximum square footage of a permanent sign as well as ingress/egress signs. In addition, the amendment will allow an appeals process for granting an increase in the maximum square footage of a permanent sign. The Town Commission has indicated that they wish to increase the maximum square footage of permanent signs as it applies to multi-family residences given, the current maximum size of a permanent sign is limited. The proposed appeals process requires an applicant to submit justifications as to why the Town should issue an appeal. Such appeal request would require a recommendation from the Board of Adjustment and Appeals and a final decision from the Town Commission.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur if the Ordinance is enacted;

(b) Identification of any new charge or fee on businesses, or for which businesses will be financially responsible; and

(c) An estimate of the Town's regulatory costs, including estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

The Ordinance will have no direct economic impact on the one (1) existing private, for-profit business in the Town.


3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The Town has one (1) existing private business (Delray Sands Resort).

4. Additional information the governing body deems useful (if any):

MEMORANDUM

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

FROM: Leonard G. Rubin, Town Attorney 

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

DATE: November 12, 2025

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

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

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

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

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

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

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

File Attachments for Item:

A. Approve and authorize staff to purchase and install a new Carrier chiller for the 3616 Building HVAC system from Carrier in the amount of \$110,034.25 utilizing the OMNIA Partners Cooperative Purchasing Contract No. 159051.(This item aligns with the FY 2026 Strategic Priorities Plan/Capital Improvement Plan #26-003).



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting
MEETING DATE: *June 16, 2026*
SUBMITTED BY: Pat Roman, Public Works Director
SUBJECT: Purchase New Chiller for HVAC System – 3616 Building

SUMMARY:

We are requesting authorization to procure a new Carrier chiller for our Carrier HVAC system at 3616 Building. The total cost, including labor and components, is \$110,034.25. The cost was piggybacked off the Omnia Federal Competitive Bidding contract. The existing chiller unit is nearing the end of its lifespan due to the harsh environmental conditions. The new chiller system will reduce energy costs and expected future repair costs.

FISCAL IMPACT:

\$110,034.25 Total Labor and Materials; 106-524.000-562.000 Building Department

ATTACHMENTS:

Carrier Proposal Equipment (\$68,202.84) and Labor (\$41,831.41)

RECOMMENDATION:

Commission Approval



Address 5440 NW 33rd Ave.
Suite 108
Fort Lauderdale FL 33309

Phone 954-315-5163

Fax

E-mail scott.mclennan@carrier.com

Contact Name *Pat Roman
Account Highland Beach Building Department
Phone (561) 278-4548

Site Address 3616 S Ocean Blvd
Highland Beach
FL
33487-3393
United States

Estimate Date 05/30/2026

Quote Number 01678103

Job Description Omnia Equipment Sale Direct to Owner - Tax Exempt

Scope of Work

Equipment sale direct to Town of Highland Beach, Tax exempt if current certificate of exemption is provided. This is sold in conjunction with a separate installation quote for this equipment under the terms of the current Omnia Group Purchasing Organization pricing agreement. Included 5-years parts and labor warranty on the chiller only.

Exclusions / Clarifications

Equipment only. Installation quoted separately. The quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost at invoice.

Total Quoted Price

Total Price for Scope of Work excluding applicable taxes: \$68,202.84

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Scott McLennan

Carrier Commercial Service

Title

Customer Acceptance (signature) Date

Purchase Order

The attached Terms & Conditions shall govern.



CARRIER CORPORATION TERMS AND CONDITIONS OF SALE EQUIPMENT AND/OR SERVICE

1. PAYMENT AND TAXES - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

2. EXTRAS - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

3. RETURNS - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events") which directly or indirectly affect manufacturing, shipping or delivery. Carrier shall remain excused from performance to the extent which, in its reasonable discretion, any such Force Majeure Event(s) continue to negatively impact Carrier's performance, whether or not the Force Majeure Event itself has ended. Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. THIS

Terms and Conditions of Sale – Equipment and/or Service 6.19.23

WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. WORKING HOURS - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

10. EXCLUSIONS - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

11. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term

damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

12. PROPRIETARY RIGHTS - Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

13. DATA RIGHTS - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.

Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).

Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and/or Customer.

14. RETURN OF DATA - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers, Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

15. DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

16. REVERSE ENGINEERING - Customer shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

17. WAIVER OF DAMAGES - Under no circumstances shall Carrier be liable for any indirect, incidental, special or consequential damages, including loss of revenue or profit, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising.

18. LIMITATION OF LIABILITY - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

19. CANCELLATION - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

21. CARRIER TERMINATION - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

22. CLAIMS - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose. In the event of any dispute arising out of or related in any way to this Agreement, Carrier shall be entitled to recover all costs and expenses incurred in enforcing its rights hereunder, whether based in contract, tort or otherwise, including but not limited to all costs and attorney's fees incurred in any such dispute.

23. GOVERNMENT PROCUREMENTS - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

24. HAZARDOUS MATERIALS - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

25. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

26. SUPERSEDEURE, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF



CUSTOMER'S PROVISIONS. ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO.

27. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

28. FOR WORK BEING PERFORMED IN CALIFORNIA - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

29. INTELLECTUAL PROPERTY - Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

30. DATA PRIVACY - Carrier processes personal data in accordance with its privacy notice at Carrier.com or via the following link: <https://www.carrier.com/carrier/en/worldwide/legal/privacy-notice>. Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Carrier. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA, and will not sell or exchange such personal data for anything of value.

31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS - The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.

32. CHANGE ORDER / ADDITIONAL WORK / PRICE ADJUSTMENTS - Carrier will not perform additional work until such time as Carrier receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement. The price of services performed under this Agreement is subject to change due to increases in material

costs related to tariffs, import duties, trade policy, epidemics, commodity or material costs, fuel surcharges, supplier costs, labor costs, or related impacts or market conditions. Such change shall come into effect on thirty (30) days' prior written notice from Carrier to Customer. The price of equipment supplied under this Agreement is subject to increase in accordance with the Producer Price Index (PPI) published by the U.S. Department of Labor Bureau of Labor Statistics (BLS) for commodity: PCU33341-33341 HVAC and Commercial Refrigeration Equipment. Price escalation will be calculated as (i) total Agreement price multiplied by (ii) the PPI on date of equipment delivery to end customer, divided by (iii) PPI on date of execution of the Agreement. Total Agreement price is not subject to decrease.

33. OCCUPATIONAL SAFETY AND HEALTH (Service Contracts Only) - Carrier and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act ("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site.

34. ANTI-DISCRIMINATION POLICY - The Carrier Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link: https://www.carrier.com/commercial/en/us/media/carrier-anti-discrimination-harassment-policy-02192021_tcm199-109848.pdf.

35. EQUIPMENT RENTALS - If all or a portion of this Agreement is for equipment rental, the Carrier Rental Systems Master Terms and Conditions - Rental, available at <https://www.carrier.com/rentals/en/us/rental-equipment/rental-forms/>, shall apply to the rental equipment.

36. STATE CONTRACTOR LICENSE NUMBERS - A list of Carrier's state contractor license, certificate, and registration numbers, which list is incorporated herein, is available via this link: <https://www.carrier.com/commercial/en/us/service/contractor-licenses>.

37. ADDITIONAL TERMS AND CONDITIONS - CANNABIS INDUSTRY - If Customer is involved in the cannabis industry in the US as a manufacturer, distributor, or otherwise, the additional terms and conditions available at <https://www.carrier.com/commercial/en/us/legal/additional-terms>, which are incorporated herein, shall apply.

38. ADDITIONAL TERMS AND CONDITIONS - ABOUND - If this Agreement includes a subscription to the Abound platform, then the additional terms and conditions of the Abound Master SaaS Subscription Agreement available at <https://abound.carrier.com/en/worldwide/saas-agreement> which are incorporated herein, shall apply.

39. ADDITIONAL TERMS AND CONDITIONS - I-VU CLOUD - If this Agreement includes a subscription to the i-Vu Cloud platform, then the additional terms and conditions of the i-Vu Master SaaS Subscription Agreement available at https://www.sharedocs.com/hvac/docs/1000/Public/06/i-Vu_Master_SaaS_Agreement_Direct_09232022.pdf which are incorporated herein, shall apply.



Over 100 years of innovations

carrier.com/service



Address 5440 NW 33rd Ave.
Suite 108
Fort Lauderdale FL 33309

Phone 954-315-5163

Fax

E-mail scott.mclennan@carrier.com

Contact Name *Pat Roman
Account Highland Beach Building Department
Phone (561) 278-4548

Site Address 3616 S Ocean Blvd
Highland Beach
FL
33487-3393
United States

Estimate Date 05/30/2026

Quote Number 01673456

Job Description Replace Chiller – Labor Based Services only

Scope of Work

Remove and replace west chiller. Pricing per Omni Contract #159051. Re-use existing storage tank (address some rust issues) and salvage any parts of value for East chiller use. Turnkey installation including permitting (processing), engineering, and install of a third party phase monitor. Permit fees for city will be invoiced separately. Equipment sold separately, tax exempt.

Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. In addition, the quoted price does not include any sales, excise, or similar taxes, any that apply will be added at cost.

Permit fees excluded. Equipment will be sold on a separate M job (tax exempt customer) Carrier Terms and conditions as modified by Omnia Partners Agreement #159051.

SOV: This installation quote will be invoiced at permit closure. Additional costs for work not explicitly outlined in this quote or associated proposal will be quoted. Accomodation for a second air-separator on the chilled water supply piping is not included in this proposal.

Total Quoted Price

Total Price for Scope of Work excluding applicable taxes: \$41,831.41

This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Scott McLennan

Carrier Commercial Service

Title

Customer Acceptance (signature) Date

Purchase Order

The attached Terms & Conditions shall govern.



CARRIER CORPORATION TERMS AND CONDITIONS OF SALE EQUIPMENT AND/OR SERVICE

1. PAYMENT AND TAXES - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

2. EXTRAS - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

3. RETURNS - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events") which directly or indirectly affect manufacturing, shipping or delivery. Carrier shall remain excused from performance to the extent which, in its reasonable discretion, any such Force Majeure Event(s) continue to negatively impact Carrier's performance, whether or not the Force Majeure Event itself has ended. Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. THIS

Terms and Conditions of Sale – Equipment and/or Service 6.19.23

WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. WORKING HOURS - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

10. EXCLUSIONS - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

11. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term

damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

12. PROPRIETARY RIGHTS - Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

13. DATA RIGHTS - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.

Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).

Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and/or Customer.

14. RETURN OF DATA - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers, Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

15. DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

16. REVERSE ENGINEERING - Customer shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

17. WAIVER OF DAMAGES - Under no circumstances shall Carrier be liable for any indirect, incidental, special or consequential damages, including loss of revenue or profit, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising.

18. LIMITATION OF LIABILITY - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

19. CANCELLATION - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

21. CARRIER TERMINATION - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

22. CLAIMS - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose. In the event of any dispute arising out of or related in any way to this Agreement, Carrier shall be entitled to recover all costs and expenses incurred in enforcing its rights hereunder, whether based in contract, tort or otherwise, including but not limited to all costs and attorney's fees incurred in any such dispute.

23. GOVERNMENT PROCUREMENTS - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

24. HAZARDOUS MATERIALS - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

25. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

26. SUPERSEDEURE, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF



CUSTOMER'S PROVISIONS. ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO.

27. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

28. FOR WORK BEING PERFORMED IN CALIFORNIA - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

29. INTELLECTUAL PROPERTY - Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

30. DATA PRIVACY - Carrier processes personal data in accordance with its privacy notice at Carrier.com or via the following link: <https://www.carrier.com/carrier/en/worldwide/legal/privacy-notice>. Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Carrier. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA, and will not sell or exchange such personal data for anything of value.

31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS - The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.

32. CHANGE ORDER / ADDITIONAL WORK / PRICE ADJUSTMENTS - Carrier will not perform additional work until such time as Carrier receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement. The price of services performed under this Agreement is subject to change due to increases in material

costs related to tariffs, import duties, trade policy, epidemics, commodity or material costs, fuel surcharges, supplier costs, labor costs, or related impacts or market conditions. Such change shall come into effect on thirty (30) days' prior written notice from Carrier to Customer. The price of equipment supplied under this Agreement is subject to increase in accordance with the Producer Price Index (PPI) published by the U.S. Department of Labor Bureau of Labor Statistics (BLS) for commodity: PCU33341-33341 HVAC and Commercial Refrigeration Equipment. Price escalation will be calculated as (i) total Agreement price multiplied by (ii) the PPI on date of equipment delivery to end customer, divided by (iii) PPI on date of execution of the Agreement. Total Agreement price is not subject to decrease.

33. OCCUPATIONAL SAFETY AND HEALTH (Service Contracts Only) - Carrier and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act ("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site.

34. ANTI-DISCRIMINATION POLICY - The Carrier Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link: https://www.carrier.com/commercial/en/us/media/carrier-anti-discrimination-harassment-policy-02192021_tcm199-109848.pdf.

35. EQUIPMENT RENTALS - If all or a portion of this Agreement is for equipment rental, the Carrier Rental Systems Master Terms and Conditions - Rental, available at <https://www.carrier.com/rentals/en/us/rental-equipment/rental-forms/>, shall apply to the rental equipment.

36. STATE CONTRACTOR LICENSE NUMBERS - A list of Carrier's state contractor license, certificate, and registration numbers, which list is incorporated herein, is available via this link: <https://www.carrier.com/commercial/en/us/service/contractor-licenses>.

37. ADDITIONAL TERMS AND CONDITIONS - CANNABIS INDUSTRY - If Customer is involved in the cannabis industry in the US as a manufacturer, distributor, or otherwise, the additional terms and conditions available at <https://www.carrier.com/commercial/en/us/legal/additional-terms>, which are incorporated herein, shall apply.

38. ADDITIONAL TERMS AND CONDITIONS - ABOUND - If this Agreement includes a subscription to the Abound platform, then the additional terms and conditions of the Abound Master SaaS Subscription Agreement available at <https://abound.carrier.com/en/worldwide/saas-agreement> which are incorporated herein, shall apply.

39. ADDITIONAL TERMS AND CONDITIONS - I-VU CLOUD - If this Agreement includes a subscription to the i-Vu Cloud platform, then the additional terms and conditions of the i-Vu Master SaaS Subscription Agreement available at https://www.sharedocs.com/hvac/docs/1000/Public/06/i-Vu_Master_SaaS_Agreement_Direct_09232022.pdf which are incorporated herein, shall apply.



Over 100 years of innovations

carrier.com/service

File Attachments for Item:

B. Approve the award of the bid and authorize the Mayor to execute a contract with LaPorta Contracting, LLC, Inc. for replacement of windows in the amount of \$78,365.24, in accordance with Invitation to Bid No. 26-002: Water Treatment Plant/Building Department with an option to replace Town Hall windows. (This item aligns with the FY 2026 Strategic Priorities Plan/Capital Improvement Plan #26-011 and 27-006.).



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting
MEETING DATE June 16, 2026
SUBMITTED BY: Skender Coma, Senior Management Analyst
SUBJECT: Award ITB and Execute Agreement
ITB No. 26-002: Building Department Window Replacement

SUMMARY:

The Town issued ITB No. 26-002 on 3/11/2026 to replace 22 Building Department / Water Treatment Plant windows with an option to also replace 14 Town Hall windows. On 4/28/2026, Town staff received and unsealed 11 bids. LaPorta Contracting was determined to be the lowest responsible and responsive bidder, with a submitted price of \$48,899.18 to replace the Building Department / Water Treatment Plant windows and \$29,466.06 to replace the Town Hall windows.

Town staff recommend exercising the add-on bid and replacing the windows in both buildings.

The Water Treatment Plant / Building Department window replacement is a budgeted project for this fiscal year.

FISCAL IMPACT:

\$48,899.18 – Building Department / Water Treatment Plant (106-524.000-562.000)

\$29,466.06 – Town Hall (001-519.000-562.000)

ATTACHMENTS:

Agreement

LaPorta Contracting Bid

ITB No. 26-002 Tabulation Sheet and Compliance Checklist

RECOMMENDATION:

Award ITB and execute agreement with LaPorta Contracting for Building Department and Town Hall Window Replacement based on ITB No 26-002.

CONTRACT FOR WINDOW REPLACEMENT

THIS CONTRACT ("Contract") is made this ____ day of _____, 2026, by and between the **Town of Highland Beach**, a Florida municipal corporation ("Town") and **LaPorta Contracting, LLC, a Florida limited liability company, d/b/a LaPorta Roofing**, with its principal address at 2821 East Commercial Boulevard, Suite 219, Fort Lauderdale, Florida 33308 ("Contractor").

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

WHEREAS, the Town is in need of a contractor to provide the replacement of windows at the Town Water Treatment Plant/Building Department and at Town Hall, and the Town issued an Invitation to Bid No. 26-002 ("ITB") regarding the same; and

WHEREAS, Contractor submitted a bid response to the ITB, and the Town desires to accept Contractor's response to allow Contractor to render the goods and services to the Town as provided herein; and

WHEREAS, Contractor warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

WHEREAS, the Town finds awarding the ITB to Contractor as described herein serves a valid public purpose.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the sufficiency of which is acknowledged by both parties, it is hereby agreed between Contractor and the Town as follows:

Article 1. CONTRACT.

1.1 Contract Documents. The Contract Documents are incorporated herein by reference as if originally set forth in this Contract and comprise the entire agreement between the Town and Contractor. The Contract Documents consist of this Contract; the Town's Invitation to Bid, the Bid submitted by Contractor; and any duly executed and issued Change Orders, Work Directive Changes, Field Orders, and amendments relating thereto. If, during the performance of the work, Contractor finds an ambiguity, error or discrepancy in the Contract Documents, Contractor shall so notify the Town, in writing, within five (5) business days and before proceeding shall obtain a written interpretation or clarification. Failure to obtain a written interpretation or clarification will be deemed a waiver of the ambiguity, error, or discrepancy by Contractor. The Town will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy, or error.

In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

- First Priority: Duly executed change orders
- Second Priority: This contract
- Third Priority: Town’s Invitation to Bid (attached hereto as **Exhibit “A”**)
- Fourth Priority: Contractor’s Bid (attached hereto as **Exhibit “B”**)

1.2 Contract Administrator. Whenever the term Contract Administrator is used herein, it is intended to mean the Town Manager or designee, Town of Highland Beach, Florida. In the administration of this Contract, all parties may rely upon instructions or determinations made by the Contract Administrator except that all determinations that result in an increase in Contract Time and/or an increase in the Contract Price, shall require a formal Change Order executed by the Town Manager or the Town Commission (depending on the authority set forth in the Town’s Procurement Code).

1.3 Contract Price. The Contract Price (including both the Town Water Treatment Plant/Building Department and Town Hall shall be **SEVENTY-EIGHT THOUSAND THREE HUNDRED AND SIXTY-FIVE DOLLARS AND TWENTY-FOUR CENTS (\$78,365.24)**, which shall be payable in accordance with Article 3 of this Contract.

1.4 Contract Time. Contractor agrees to fully complete the scope of work as set out in the Town’s Bid, attached hereto and incorporated herein as **Exhibit “A,”** within 90 days of receiving a written notice to proceed from the Contract Administrator. Failure to achieve timely, substantial, and/or final completion for the Work shall be regarded as a breach of this Contract and subject to appropriate remedies including but not limited to liability for liquidated damages in accordance with Item 1.5 herein.

1.5 Liquidated Damages. **The Town and Contractor recognize that time is of the essence of this Contract and that the Town will suffer financial loss if the services described in the Contract Documents are not completed within the times specified in Article 1.4 above. The Town and Contractor recognize, agree, and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the Town would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the services within the time specified. Accordingly, instead of requiring any such proof, the Town and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Town \$250.00 for each day that expires after the time specified in paragraph 1.4. Liquidated Damage shall not be the Town’s sole or exclusive remedy under the Contract Documents; there shall be no limitation on the amount of the Liquidated Damages that may be assessed; and, there shall be no bonus paid to the Contractor for early completion of the services**

Article 2. SCOPE OF WORK.

The work covered by these specifications comprises, in general, the furnishing of all labor, equipment, materials, and performing all operations for Town window replacement as specified in the ITB (including the add on for Town Hall).

Article 3. PAYMENT PROCEDURES

3.1 The Contractor shall submit invoices detailing all work accomplished in the prior month and all materials installed and used in the Project. Contractor’s invoices shall be submitted to:

Town of Highland Beach
Attn: Finance Department
3614 S. Ocean Blvd.
Highland Beach, FL 33487

The Town's Building Official will review each invoice submitted by Contractor. If approved by the Town's Finance Department, the Town will make payment in accordance with the Local Government Prompt Payment Act (for construction services), section 218.735, Florida Statutes and as provided herein. Specifically, in accordance with Section 255.078, Florida Statutes, the Town will withhold five percent (5%) of each payment to the Contractor as retainage. Retainage shall be released to the Contractor in accordance with Section 218.735, Florida Statutes, and as set forth in this Contract. If not approved, the Town will notify Contractor within ten (10) business days of the Town's receipt and identify the action necessary to correct the invoice or a deficiency.

- 3.2 In accordance with Section 255.077, Florida Statutes, upon substantial completion, the Contractor shall notify the Town the work is substantially complete and request an inspection. Within five (5) business days thereafter, the Contractor and Town shall make an inspection of the work and begin the development of a draft punch list of items that must be completed by the Contractor prior to the Contractor submitting its final payment request ("Punch List Walkthrough"). The Town shall submit the punch list to the Contractor within fifteen (15) days of the Punch List Walkthrough, and the Contractor shall have ten (10) days to agree to the same. If the Contractor wishes to revise the punch list, it must send the revised punch list to the Town no later than thirty (25) days after reaching substantial completion. Thereafter the parties shall agree on the final punch list no later than thirty (30) days after reaching substantial completion. The punch list shall include every remaining item required to render complete, satisfactory, and acceptable services to the Town and the estimated cost to complete each remaining item. The final agreed upon punch list shall be sent to the Contractor five (5) days after the punch list is finalized. In no event may the Contractor request payment of final retainage until the Contractor has completed all items on the punch list. All items that require correction under the Contract which are identified after the preparation and delivery of the punch list remain the obligation of the Contractor. The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to the Contract.
- 3.3 Upon final completion and acceptance of the work in accordance with the ITB and the Contract (including all punch-list items) and final inspection by the appropriate agency with jurisdiction over the project (if other than the Town), the Contractor shall submit a "final invoice" to the Town. In order for both parties to close their books and records, the Contractor will clearly state "FINAL" on the Contractor's final invoice. This certifies that all work has been properly completed and all charges have been invoiced to the Town. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor's Final Invoice is approved as set forth above, the Town shall pay the remainder including any amount held as retainage.
- 3.4 Notwithstanding the foregoing, the Town shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the Town.

- 3.5 Final payment shall not become due until the Contractor and all of its subcontractors, who timely filed notices to owner, submit to the Town releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract Documents or otherwise related to the project.
- 3.6 Acceptance of final payment by the Contractor or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.
- 3.7 The Town is exempt from payment of Florida State Sales and Use Tax. Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the Town, nor is Contractor authorized to use the Town's Tax Exemption Number in securing such materials.

Article 4. SUBCONTRACTORS

All subcontractors shall be properly licensed, bondable and shall be required to furnish the Town with a Certificate of Insurance in accordance with the contract general conditions. The prime contractor may only subcontract work to entities properly licensed for their respective trades in accordance with Sections 489.105 through 489.113, Florida Statutes. The subcontractor's own employees must perform that work. It cannot be subcontracted again or delegated to unlicensed individuals.

Article 5. CONTRACTOR'S REPRESENTATIONS

In order to induce the Town to enter into this Contract, Contractor makes the following representations:

- 5.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the work.
- 5.2 Contractor has obtained at its own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, investigations, explorations, and test reports which pertain to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the Contract Price, within the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.
- 5.3 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 5.4 Contractor has given the Contract Administrator written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the resolution thereof is acceptable to the Contractor.

Article 6. INDEMNITY.

- 6.1 To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Town, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract. Contractor shall not be responsible for or be required to indemnify the Town for the Town's own negligent acts or omissions or those of its officers or employees.
- 6.2 Contractor'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 Contractor against the Town, its officers or employees, and Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.
- 6.3 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes (as amended), and shall survive the termination of this Contract. Nothing contained in the foregoing indemnification or the Contract Documents 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, or as an agreement by the Town to indemnify Contractor for any purpose or matter.

Article 7. TERMINATION.

- 7.1 Termination by the Town for Cause: The Town may terminate the Contract and the Contract Documents if Contractor:
- (a) refuses or fails to supply enough properly skilled workers or proper materials;
 - (b) fails to make payment to suppliers for materials in accordance with the respective agreements between the Contractor and suppliers
 - (c) disregards or takes action contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
 - (d) takes action, short of declaring bankruptcy, evidencing insolvency;
 - (e) fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; or
 - (f) is otherwise is in breach of a provision of the Contract Documents.

When any of the above reasons exist, the Town, may without prejudice to any other rights or remedies of the Town and after giving Contractor and Contractor's surety, three (3) days' written notice, and five (5) days to cure, terminate the Contract and Contract Documents and may finish the Work by whatever reasonable method the Town may deem expedient.

Contractor and its sureties shall be liable for any damage to the Town, including additional attorney fees, resulting from the Contractor's termination under this provision by the Town, including but not limited to, and any increased costs incurred by the Town in completing the work.

When the Town terminates the Contract for one of the reasons stated above, Contractor shall not be entitled to receive further payment, if any, until the Work is finished.

Should it be determined by a mediator or a court of competent jurisdiction that the Town wrongfully terminated the Contract, then Contractor agrees to treat such termination as a termination for convenience.

In case of such termination for the Town's convenience, Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination.

Article 8. INSURANCE.

Prior to commencing any services, the Contractor shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Town and the Contractor. All such insurance policies may not be modified or terminated without the express written authorization of the Town.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/	\$1,000,000 per occurrence
Errors and Omissions	\$3, 000,000 annual aggregate
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Auditor, personal injury)	\$1, 000,000 per occurrence \$2,000,000 annual aggregate
Excess liability	\$1,000,000
Automobile (owned, non-owned, & hired)	\$ 1,000,000 per occurrence
Worker's Compensation	\$ statutory limits
Including employer's liability insurance	\$ 100,000 per occurrence \$ 500,000 annual aggregate

The commercial general liability and excess liability policies will name the Town as an additional insured. Except for Workers' Compensation, all policies shall contribute as primary and non-contributory. Failure to comply with the foregoing requirements shall not relieve Contractor of its liability and obligations under this Contract.

Waiver of Subrogation: Contractor hereby waives any and all rights to Subrogation against the Town, its officers, employees, and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its

equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

Article 9. PUBLIC RECORDS.

Public Records: Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Town as provided under section 119.011(2), Florida Statutes, 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 Contract and following completion of this Contract if Contractor does not transfer the records to the Town.
- (d) Upon completion of this Contract, transfer, at no cost, to the Town all public records in possession of Contractor or keep and maintain public records required by the Town to perform the service. If Contractor transfers all public records to the Town upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract Contractor 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT lgaskins@highlandbeach.us, OR BY MAIL AT TOWN OF HIGHLAND BEACH, 3614 S. Ocean Blvd., HIGHLAND BEACH, FL 33487.

Article 10. MISCELLANEOUS.

- 10.1 The Town and Contractor each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 10.2 Additional work, changes to the Contract Price, or Contract Time, is subject to the Town's prior written approval. Contractor has no authority to approve such changes and has no

authority to waive the requirement of prior written authorization for extra work, changes in the Contract Time, or change orders

- 10.3 *Headings and References and Exhibits:* The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Articles are to the Articles of this Contract. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.
- 10.4 *Counterparts:* This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.
- 10.5 *Entire Contract; Amendment and Waiver:* This Contract (together with the other Contract Documents) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty, or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty, or other provision contained in this Contract.
- 10.6 *Governing Law; Consent to Jurisdiction:* This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.
- 10.7 *Third Party Beneficiary rights:* This Contract shall create no rights or claims whatsoever in any person other than a party herein.
- 10.8 *Severability:* If any one or more of the provisions of the Contract shall be held to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 10.9 *Effective date:* The effective date of this Contract is the date the Contract is approved by the Town Commission.

- 10.10 *Preparation*: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 10.11 *Independent Contractor*: Contractor is and shall be, in the performance of the Scope of Work under this Contract, an independent contractor, and not an employee, agent, or servant of the Town. All persons engaged in any of the Scope of Work performed pursuant to this Contract shall at all times, and in all places, be subject to Contractor's sole direction, supervision, and control. Contractor shall exercise control over the means and manner in which it and its employees perform the Scope of Work.
- 10.12 *Successors and Assigns*: This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 10.13 *Enforcement; Waiver of Jury Trial*: If any legal action or other proceeding is brought for the enforcement of this Contract or the Contract Documents, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Contract or the Contract Documents, each party shall be responsible for their own attorney's fees at all levels. EACH PARTY ALSO AGREES AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN CONNECTION WITH OR ARISING FROM ANY PROVISION OF THIS CONTRACT OR THE CONTRACT DOCUMENTS
- 10.14 *Continuing Obligation*: Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.
- 10.15 *Notice*: Any notice required to be given under the Contract Documents shall be sent by certified mail (return receipt requested) or by nationally recognized overnight courier as follows to the Town:

Town of Highland Beach
Attn: Town Manager
3614 South Ocean Boulevard
Highland Beach, FL 33487

and to Contractor as follows:

LaPorta Contracting, LLC
Attn: Thomas LaPorta, Owner
2821 East Commercial Boulevard, Suite 219
Fort Lauderdale, FL 33308

Either party may amend this provision by written notice to the other party.

- 10.16 *Public Entity Crimes*: Contractor 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 consultant, supplier or sub-consultant/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. Contractor will advise the Town immediately if it becomes aware of any violation of this statute.

- 10.17 *Force Majeure*: Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes, or civil unrest.
- 10.18 *Palm Beach County IG*: In accordance with Palm Beach County ordinance number 2011-009, Contractor acknowledges that this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. Contractor has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- 10.19 *Scrutinized Companies*: Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate this Contract at its sole option Contractor or any of its subcontractors are found to have submitted a false certification; or if Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract.
- 10.20 *Protection of Property*: Contractor shall at all times guard against damage or loss to the property of the Town or of other vendors or contractors 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 Contractor or its agents. Contractor shall be responsible for safeguarding all of their property such as tools and equipment while on site. The Town will not be held responsible for any loss of Contractor property due to theft or vandalism.
- 10.21 *Defects*: Contractor warrants that all goods and services provided under this Contract will be free of defects in materials and workmanship for a period of one (1) year following completion of all services unless a longer manufacturer warranty applies. The undersigned, upon notice of such defect, shall make the foregoing repairs as soon as reasonably possible or, if such repairs have already been made by the Town, the undersigned, upon receipt of evidence of the costs reasonably incurred by the Town in the making of such repairs, shall forthwith refund same to the Town. Anything herein to the contrary notwithstanding, the Town shall have the sole obligation to perform all maintenance required. Accordingly, the undersigned shall have no liability hereunder in the event that the repairs result from the failure of the Town to properly maintain same or misuse or abuse (except, however,

nothing contained herein shall be construed to release the undersigned from liability for damage or defect caused by acts of the undersigned or its employees or agents in connection with the completion by the undersigned of the project).

- 10.22 *Audit*: Contractor shall permit the Town, or any authorized representatives of the Town, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the Contractor's performance under this Contract including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Contract.
- 10.23 *Human Trafficking*: Contractor, by signing this Contract as set forth below, attests that the Contractor does not use coercion for labor or services as defined in section 787.06, Florida Statutes.
- 10.24 *E-Verify*: Pursuant to Section 448.095(5), Florida Statutes, Contractor shall:
- (a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
 - (b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Contract) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien";
 - (c) Maintain copies of all subcontractor affidavits for the duration of this Contract and provide the same to Town upon request;
 - (d) Comply fully, and ensure all of its subcontractors comply fully, with Sections 448.09(1) and 448.095, Florida Statutes;
 - (e) Be aware that a violation of Section 448.09 or 448.095, Florida Statutes, shall be grounds for termination of this Contract; and
 - (f) Be aware that if Town terminates this Contract under Section 448.095(5)(e), Florida Statutes, Contractor may not be awarded a contract for at least one (1) year after the date on which this Contract is terminated and will be liable for any additional costs incurred by Town as a result of termination of this Contract.

[Remainder of page blank – signatures on next page]

IN WITNESS WHEREOF the parties hereto have made and executed this Contract on the day and year first above written.

TOWN OF HIGHLAND BEACH, FLORIDA

By: _____
Mayor

ATTEST:

Approved as to form and legal sufficiency:

Lanelda Gaskins, Town Clerk

Leonard G. Rubin, Town Attorney

**CONTRACTOR:
LAPORTA CONTRACTING, LLC**

By: _____

Print Name:
Title:

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, who was physically present, as _____ (title), of _____, which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind _____ (Contractor), to the same.

Notary Public

Print Name: _____
My commission expires: _____

EXHIBIT "A"

Town's Bid

EXHIBIT "B"

Contractor's Bid



INVITATION TO BID

FOR

**BUILDING DEPARTMENT WINDOW
REPLACEMENT**

BID No.: 26-002

BID OPENING DATE: 4/28/2026

BID OPENING TIME: 2:00 P. M. (LOCAL TIME)

INVITATION TO BID
FOR
BUILDING DEPARTMENT WINDOW REPLACEMENT

BID No.: 26-002

Bids must be received by 2:00 PM on 4/28/2026 in a sealed envelope clearly labeled “**BID # 26-002: BUILDING DEPARTMENT WINDOW REPLACEMENT**” and delivered to:

Town of Highland Beach Clerk’s Office
c/o Skender Coma, Senior Management Analyst
3614 South Ocean Blvd., Highland Beach, Florida 33487

LOBBYING / CONE OF SILENCE

Consistent with the requirements of Section 2-355 of the Palm Beach County Code of Ordinances, Highland Beach imposes a Cone of Silence. A cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response and shall remain in effect until Town Commission awards or approves a contract, rejects all bids or responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no proposer or its agent shall directly or indirectly communicate with any member of the Town Commission or their staff, the Town Manager, any employee of Highland Beach authorized to act on behalf of Highland Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Senior Management Analyst or designee. Failure to abide by this provision may serve as grounds for disqualification for award of contract to the proposer. Further, any contract entered in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the Town Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Highland Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

Any questions relative to any item(s) or portion of this bid should be directed to Skender Coma, Senior Management Analyst, E-mail: scoma@highlandbeach.us.

SCOPE OF BID:

The Town of Highland Beach is soliciting bids from qualified Contractors to provide and install twenty-two (22) new non-operable, impact-resistant fixed picture windows to replace the existing windows at the Town of Highland Beach Water Treatment Plant/Building Department located at 3616 South Ocean Blvd, Highland Beach, FL 33487. All windows are located on the second floor. Work shall be a full tear-out to masonry openings, including complete removal of existing window frames, anchors, perimeter sealants, interior trim, interior sills, and related components, and installation of new complete window assemblies.

The Town is also seeking add-on bids to provide and install fourteen (14) new single-hung, impact-resistant windows to replace existing windows at the Town Hall located at 3614 South Ocean Blvd.

The Contractor shall furnish all labor, materials, equipment, supervision, permits, inspections, coordination, and closeout documents required for a complete, code-compliant installation. The Contractor shall restore all affected interior and exterior finishes to a complete and professional condition, including replacement of interior trim, interior sills, casing, and related finish materials impacted by the work.

MANDATORY PRE-BID CONFERENCE:

A mandatory Pre-Bid Conference will be held at 10:00 a.m., 3/24/2026, at the Town of Highland Beach Town Hall, 3614 South Ocean Blvd., Highland Beach, Florida 33487, to present the project scope and submission requirements, to answer questions of interested Bidders, and to make a site visit.

BID OPENING:

Sealed bids will be received in the Town Clerk's Office, Town of Highland Beach, 3614 South Ocean Boulevard, Highland Beach, FL 33487, by: **4/28/2026, no later than 2:00PM (Local Time)**, at which time they will be publicly opened and read.

Contact: Skender Coma, Senior Management Analyst
Telephone: (561) 278-4548; Email: scoma@highlandbeach.us

Office Hours: MONDAY – FRIDAY, 8:30 A.M. TO 4:30 P.M.

At the time of the opening of bids, each Bidder shall be presumed to have inspected the sites and to have read to be thoroughly familiar with the plans and Contract Documents (including all addenda). Failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation with respect to this bid.

The Contract Documents may be obtained electronically as a downloadable free copy and is available on DemandStar.

INVITATION TO BID
FOR
WINDOW REPLACEMENT

BID No.: 26-002

Section 1 – SUBMITTAL INFORMATION

- A. The Town of Highland Beach will receive bid responses until **4/28/2026** at **2:00 P.M. (LOCAL TIME)** in the Town Clerk's Office located at Town Hall, 3614 South Ocean Blvd., Highland Beach, FL 33487.
- B. Any responses received after the above stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have its bid response **delivered to the Town Clerk's Office** for receipt on or before the above stated time and date. It is recommended that responses be sent by an overnight air courier service or some other method that creates proof of submittal. Bid responses that arrive after the above-stated deadline as a result of delay by the mail service shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the Bidder's request and expense. The Town reserves the right to consider submittals that have been determined by the Town to be received late due solely to mishandling by the Town after receipt of the bid and prior to the award being made.
- C. If any addendum(s) are issued to this Bid, the Town will attempt to notify all prospective Bidders who have secured same, however, it shall be the responsibility of each Bidder, prior to submitting the bid response, to contact the Town Clerk's Office at (561) 278-4548 to determine if any addendum(s) were issued and to make any addendum acknowledgements as part of their bid response.
- D. **One (1) original, so marked, one (1) copy, and 1 electronic copy** of the bid response shall be submitted in one sealed package clearly marked on the outside "**BID # 26-002: WINDOW REPLACEMENT**" to: Town of Highland Beach Clerk's Office, c/o Skender Coma, Senior Management Analyst, 3614 South Ocean Blvd., Highland Beach, Florida 33487.
- E. Responses shall clearly indicate the legal name, address, and telephone number of the Bidder (firm, corporation, partnership or individual). Responses shall be signed above the typed or printed name and title of the signer. The Bidder must note its Federal I.D. number on its bid submittal.

- F. PREPARATION OF BID: This Invitation to Bid (also referred to as “ITB” or “Bid”) provides the complete set of terms and conditions, specifications and bid forms for the required goods and/or services. The ITB and all forms referenced herein may be referred to as the Bid Documents or Contract Documents.

SUBMITTAL FORMS – Bidders must complete and submit the required forms for submittal to be considered a valid response.

- Bid Form
- Bidder’s Acknowledgement
- Non-Collusion Affidavit of Prime Bidder
- Anti-Kickback Affidavit
- Confirmation of a Drug Free Workplace
- Acknowledgement of PBC Inspector General
- Scrutinized Companies Certification Form
- Public Entity Crimes Sworn Statement
- Acknowledgment of Addendum(s) (if applicable)
- References

All bid forms must be completed in full and include a manual signature, in ink, where applicable. The signature must be of an authorized representative who has the legal authority to bind the Bidder in contractual obligations. Unsigned bids will not be accepted.

All bid forms must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by a Bidder to any part of a bid form must be initialed in ink. It is the Bidder’s sole responsibility to assure that its bid is complete and delivered to the proper place prior to the deadline for submittal of bid responses.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

GENERAL CONDITIONS FOR BIDDERS

FAMILIARITY WITH LAWS: The Bidder is presumed to have full knowledge of and be in compliance with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the goods and the services provided to the Town. Ignorance on the part of the Bidder will in no way relieve bidder of responsibility to adhere to such regulations.

BID FORMS: The Bidder shall submit a bid response on the bid forms provided. All bid prices, amounts, and descriptive information must be legibly entered. The Bidder must state the price for which they propose to deliver the goods or service requested. The Bidder is required to be licensed to do business as an individual, partnership, or corporation in the State of Florida. The Bidder shall place all required bid forms in a sealed envelope that has the company's name and address, bid title, number, bid date and time on the outside of the sealed envelope. Bids not submitted on appropriate Bid forms may be rejected. All Bids are subject to the conditions specified herein. Bids which do not comply with these conditions are subject to rejection.

EXECUTION OF BID: The Bid must contain an original signature of an authorized representative in the space provided on all affidavits and proposal sheets.

BID DEADLINE: It is the Bidder's responsibility to assure that the Bid is delivered at the proper time and place prior to the Bid submittal deadline. The Town of Highland Beach is not responsible for the U.S. Mail or private couriers in regard to mail being delivered by a specified time so that a Bid can be considered. Offers by email or telephone are not acceptable.

TIME OF DELIVERY: The awarded Contractor agrees to fully complete the scope of work as set out in this ITB within ninety (90) days of receiving a written notice to proceed from the Contract Administrator. Failure to achieve timely, final completion for the Work shall be subject to appropriate remedies including but not limited to liability for liquidated damages in the amount of \$250 per day.

MINOR IRREGULARITIES/RIGHT TO REJECT: Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Bidder's risk. The Town of Highland Beach reserves the right to waive irregularities or informalities in Bids or to reject all Bids or any part of any Bid deemed necessary for the best interest of the Town. The Town may reject any response not submitted in the manner specified by the solicitation documents.

RIGHTS OF THE TOWN: The Town expressly reserves the right to:

- A. Waive as an informality, minor deviations from specifications at a lower price than the most responsive, responsible bidder meeting all aspects of the specifications and consider it, if it is determined that total cost is lower and the overall function is improved or not impaired;
- B. Waive any defect, irregularity, or informality in any bid or bidding procedure;
- C. Reject or cancel any or all bids;
- D. Reissue an Invitation to Bid;
- E. Extend the bid proposal submittal deadline;

- F. Procure any item by other means;
- G. Increase or decrease the quantity specified in the Invitation to Bid;
- H. Consider and accept an alternate bid as provided herein when most advantageous to the Town.

STANDARDS: Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective Bidder:

- A. Has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain such, necessary to indicate its capability to meet all contractual requirements;
- B. Has a satisfactory record of performance;
- C. Has a satisfactory record of integrity;
- D. Is qualified legally to Contract within the State of Florida and the Town of Highland Beach; and
- E. Has supplied all necessary information in connection with the inquiry concerning responsibility.

INTERPRETATIONS: Any questions concerning conditions and specifications should be directed to Skender Coma in writing no later than ten (10) days prior to the bid deadline. Inquiries must reference the date by which the bid proposal is to be received.

CONFLICT OF INTEREST: The award hereunder is subject to all conflict-of-interest provisions of the Town of Highland Beach, Palm Beach County, and the State of Florida.

SUBCONTRACTING: If a Bidder intends to subcontract any portion of the project for any reason, the Bidder must state the name and address of the subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors". The Town of Highland Beach reserves the right to accept or reject any or all bids wherein a subcontractor is named and to make the award to the Bidder, who, in the opinion of the Town, will be in the best interest of and/or most advantageous to the Town. The Town also reserves the right to reject a bid of any Bidder if the bid names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time projects of a similar nature, or who is not able to perform properly under this award. The Town reserves all rights in order to make a determination as to the foregoing.

ADDENDA: From time to time, the Town may issue an addendum to change the intent or to clarify the meaning of the Bid Documents. Since all addenda are available to Bidders at the Town Clerk's Office, it is each Bidder's responsibility to check with the issuing office and immediately secure all addenda before submitting bids. It is the usual practice for the Town to upload all addenda to Demandstar.com, but it cannot be guaranteed that all Bidders will receive ALL addendum(s) in this manner. Each Bidder shall acknowledge receipt of ALL addenda by notation on the bid.

EXCEPTIONS: Incorporation in a bid response of exceptions to any portion(s) of the Bid Documents may invalidate the bid. Exceptions to the Technical and Special Provisions shall be clearly and specifically noted in the Bidder's submittal on a separate sheet marked "**EXCEPTIONS TO THE SPECIFICATIONS**" and this sheet shall be attached to the bid. The use of Bidder's

standard forms, or the inclusion of manufacturer's printed documents shall not be construed as constituting an exception within the intent of the Bid Documents.

ALTERNATES: Where a base bid is provided for, the Bidder shall submit a bid on the base bid and may exercise its own prerogative in submitting a bid on alternate or add-on items. The Town reserves the right to accept or reject the alternates or the base bid or any combination thereof. The Town further reserves the unqualified right to determine whether any particular item or items of material, equipment, or the like, is an approved equal, and reserves the unqualified right to a final decision regarding the approval or rejection of the same.

NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested for compliance with specifications under the direction of appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at awarded Contractor's expense. These items and goods and services not delivered as per delivery date in the bid and or Purchase Order may result in the awarded Contractor being found in default in which event any and all procurement costs may be charged against the defaulted Contractor. Any violation of these stipulations may also result in the awarded Contractor's name being removed from the Town of Highland Beach's vendor mailing list.

DISPUTES: In case of any doubt or difference of opinion as to the goods and services to be furnished hereunder, the decision of the Town Manager shall be final and binding on both parties.

ANTITRUST CAUSE OF ACTION: In submitting a bid proposal to the Town of Highland Beach, the Bidder offers and agrees that if the bid is accepted, the Bidder will convey, sell, assign or transfer to the Town of Highland Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the Town of Highland Beach. At the Town of Highland Beach's discretion, such assignment shall be made and become effective at the time the Finance Department tenders final payment to the Bidder.

GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the goods and services offered on this submittal prior to their delivery, it shall be the responsibility of the selected Bidder to notify the Town at once, indicating in a letter the specific regulation which required an alteration. The Town reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the Town.

LEGAL REQUIREMENTS: Federal, State, County, and Town laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder will in no way be a cause for relief from responsibility.

PUBLIC ENTITY CRIMES: All Bids as defined by Section 287.012(26), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for 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

7

work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list”.

SCRUTINIZED COMPANIES 287.135 and 215.473: By submission of this Bid, the Bidder certifies that the bidder is not participating in a boycott of Israel. the bidder further certifies that the bidder is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sector List, and has not been engaged in business operations in Cuba or Syria. 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. Submitting a false certification shall be deemed a material defect in the bid response and material breach of contract. The Town shall provide notice, in writing, to the Bidder of the Town’s determination concerning the false certification. The Bidder shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the awarded Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the awarded Contractor does not demonstrate that the Town’s determination of false certification was made in error then the Town shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

ADVERTISING: In submitting a bid, the Bidder agrees not to use the results as a part of any commercial advertising. Violation of this stipulation may be subject to action covered under **“NONCONFORMANCE TO CONTRACT CONDITIONS”**.

ASSIGNMENT: Any Contract or Purchase Order issued pursuant to this ITB and the funds which may be come due hereunder are not assignable except with the prior written approval of the Town.

LIABILITY: The selected Bidder shall hold and save harmless the Town of Highland Beach, Florida its officers, agents, volunteers, and employees from liability of any kind in the performance of the awarded Contract. Further, the selected Bidder(s) shall indemnify, save harmless and undertake the defense of the Town, its Town Commissioners, agents, servants an employees from and against any and all claims, suits, actions, damages, or causes of action arising during the term of the awarded Contract, for any personal or bodily injury, loss of life, or damage to property arising directly or indirectly from selected Bidder’s operation pursuant to the awarded Contract and from and against all costs, attorney’s fees, expenses and liabilities incurred in an about any such claims, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders or judgments which may be entered therein. The Town shall notify the selected Bidder within ten (10) days of receipt by the Town of any claim, suit or action against the Town arising directly or indirectly from the operations of the selected Bidder hereunder, for which the Town may be entitled to a claim or indemnity against the successful Bidder, under the provisions of the awarded Contract. The selected Bidder shall have the right to control the defense of any such claim suit or actions. The selected Bidder shall also be liable to the Town for all costs, expenses, attorneys’ fees, and damages which may be incurred or sustained by the Town by reason of the selected Bidder’s breach of any of the provision of the awarded Contract. The selected Bidder shall not be responsible for negligent acts of the Town or its employees.

INSURANCE: It shall be the responsibility of the selected bidder to maintain workers’ compensation insurance, property damage, liability insurance, and vehicular liability insurance, during the time any the selected Bidder’s personnel are working on Town of Highland Beach property. The selected Bidder shall furnish the Town with a certificate of insurance after award has been made and prior to the start of any work on Town property. Said insured companies must

be authorized to do business in the State of Florida and the Town will not accept any company that has a rating less than "excellent" by A.M. Best or as mutually agreed upon by the Town and the selected Bidder.

AWARD OF CONTRACT: The lowest monetary bid will NOT in all cases be awarded the Contract or Purchase Order. Contracts or Purchase Orders will be awarded by the Town to the most responsive, responsible bidder whose bid represents the most advantageous bid to the Town, price and other factors considered. Evaluation of bids will be made based upon the evaluation factors and standards set forth herein. The Town reserves the right to reject any and all bids and to waive technical errors as set forth herein. In the event of a court challenge to an award by any Bidder, damages, if any, resulting from an award shall be limited to actual bid preparation costs incurred by the challenging Bidder. In no case will the award be made until the Town has completed all necessary investigations into the responsibility of the Bidder, and the Town is satisfied that the most responsive, responsible Bidder is qualified to do the work and has the necessary organization, capital, and equipment to carry out the required work within the time specified.

AS SPECIFIED: A Contract or Purchase Order will be issued to the selected Bidder with the understanding that all items/services delivered must meet the specifications herein. Items/services not delivered as specified will be returned at no expense or penalty to the Town of Highland Beach.

LICENSE AND PERMITS: It shall be the responsibility of the selected Bidder to obtain all licenses and permits, if required, to complete this service at no additional cost to the Town. Licenses and permits shall be readily available for review by the Town. The Town's permit fee schedule is included in this ITB.

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH: Bidder certifies that all material, equipment, services, etc., contained in its bid meets all O.S.H.A. requirements. Bidder further certifies that if awarded as the selected Bidder, and the material, equipment, services, etc. delivered are subsequently found to noncompliant with any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the materials, equipment, services, etc., into compliance with the aforementioned requirements shall be borne by the Bidder.

Bidder certifies that all employees, subcontractors, agents, etc. shall comply with all O.S.H.A. and State safety regulations and requirements.

PALM BEACH COUNTY INSPECTOR GENERAL: The Bidder understands and agrees that the below or similar language will be included in the Contract executed by the selected Bidder:

The contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any contracts resulting from this solicitation, and in furtherance thereof, may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested, may be deemed by the municipality to be a material breach of this contract justifying its termination.

PUBLIC RECORDS: Sealed documents received by the Town in response to this ITB are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the Town announces intent to award sooner, in accordance with Section 119.07, Florida Statutes, at which time they become subject to disclosure.

The Town is public agency subject to Chapter 119, Florida Statutes. The Bidder understands and agrees that the below or similar language will be included in the Contract with the selected Bidder.

The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- 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, 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, Fla. Stat. or as otherwise provided by law;
- C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the Town; and
- D. Upon completion of the contract, Contractor shall transfer to the Town, at no cost to the Town, all public records in Contractor's possession. All records stored electronically by Contractor must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

**Lanelda Gaskins, TOWN CLERK
3614 SOUTH BLVD., HIGHLAND BEACH, FL 33487
561-278-4548
LGASKINS@HIGHLANDBEACH.US**

QUESTIONS: Any questions relative to any item(s) or portion of this bid or Invitation to Bid should be directed to Skender Coma, Senior Management Analyst, Monday through Friday, 8:30 A.M. to 4:30 P.M. at (561) 278-4548; or at email address: scoma@highlandbeach.us.

PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING: Pursuant to Section 287.05701, Florida Statutes, the Town may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is responsible. Further, the Town may not give a preference to a vendor based on the vendor's social, political, or ideological interests.

IRON AND STEEL PRODUCTS

Any iron or steel product permanently incorporated in the Project must be produced in the United States unless specifically exempted in writing by the Town in accordance with Section 255.0993(b), Florida Statutes.

LUMBER, TIMBER, AND OTHER FOREST PRODUCTS

Lumber, timber, and other forest products used in the Scope of Work for this Invitation to Bid must be produced and manufactured in the State of Florida, if wood is a component of the project, and if such products are available and their price, fitness, and quality are equal to out of state materials, unless otherwise exempted pursuant to Section 255.20(3)(b), Florida Statutes.

REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

SPECIAL CONDITIONS FOR BIDDERS

BONDS:

A. PAYMENT AND PERFORMANCE BONDS:

As required by Section 255.05, Florida Statutes, the selected Bidder will be required to execute a Payment and Performance Bond. The bond must meet all statutory requirements and shall be for 100% of the bid price submitted.

B. RECORDING OF CONTRACT BOND: Before commencing the work, the selected Bidder shall provide the Town with a certified copy of the recorded bond(s). The Town may not execute the Contract or make any payment to the selected Bidder until the selected Bidder has complied with this requirement.

C. POWER OF ATTORNEY: Attorneys-in-fact who sign Bid Bonds or Contract Bonds shall file with each bond an original, certified, and dated copy of their power of attorney.

D. QUALIFICATION OF SURETY: The Payment and Performance Bonds shall be executed by a surety company of recognized standing authorized to do business in the State of Florida and having a resident agent in the State of Florida for purposes of service of process. The surety company shall hold a current certificate of authority as acceptable surety on Federal Bonds, in accordance with U.S. Department of Treasury Circular 570, current revision, or meet the criteria established as to acceptable surety companies by the Board of Commissioners of State Institutions, March 18, 1958, or the equivalent thereof. A surety shall be deemed not qualified if the surety shall have a receiver appointed for it, or if it shall declare or file or has filed for bankruptcy.

PERMITS:

It shall be the responsibility of the awarded contractor to obtain all licenses and permits at no additional cost to the Town.

LICENSING QUALIFICATIONS:

This bid will be awarded only to responsible Bidders qualified by experience and expertise to provide the work specified. All work performed under this contract must comply with Chapter 489, Florida Statutes, governing contractor licensing.

Authorized Workers Only

Every person performing work on a Town project must be either a W-2 employee of the prime contractor or a W-2 employee of a properly licensed first-tier subcontractor approved by the Town. Independent contractors (1099s), labor brokers, or unlicensed individuals may not perform any portion of the work.

Licensed Subcontractors

The prime contractor may only subcontract work to entities properly licensed for their respective trades in accordance with Sections 489.105 through 489.113, Florida Statutes. The subcontractor's own employees must perform that work. It cannot be subcontracted again or delegated to unlicensed individuals.

Employee Definition

For purposes of compliance, an “employee” means a person compensated by the employer who is under its supervision and control, with FICA and withholding taxes deducted and workers’ compensation coverage provided, as defined in Sections 489.103(2) and 489.503(1), Florida Statutes.

Limited Exception – Temporary Labor

Use of temporary workers is permitted only for non-licensed tasks such as general labor, site cleanup, or material handling, and only if those individuals are W-2 employees of a bona fide staffing agency. Such use must be disclosed in writing and pre-approved by the Town.

Compliance and Enforcement

The Town reserves the right to audit worker rosters and license status at any time. Violations of these requirements constitute grounds for stop-work, payment withholding, or contract termination. Unlicensed contracting is prohibited under Sections 489.127 and 489.531, Florida Statutes, and contracts entered into by unlicensed contractors are unenforceable under Section 489.128, Florida Statutes.

REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

**INVITATION TO BID
FOR
WINDOW REPLACEMENT
BID No.: 26-002**

SCOPE OF WORK:

PRIMARY BID – WATER TREATMENT PLANT / BUILDING DEPARTMENT

The Town of Highland Beach is soliciting bids from qualified contractors to provide and install twenty-two (22) new non-operable, impact-resistant fixed picture windows to replace existing windows at the Town of Highland Beach Water Plant/Building Department located at 3616 South Ocean Blvd, Highland Beach, FL 33487. All windows are located on the second floor. Work shall be a full tear-out to masonry openings, including complete removal of existing window frames, anchors, perimeter sealants, interior trim, interior sills, and related components, and installation of new complete window assemblies. The awarded Contractor shall furnish all labor, materials, equipment, supervision, permits, inspections, coordination, and closeout documents required for a complete, code-compliant installation. The awarded Contractor shall restore all affected interior and exterior finishes to a complete and professional condition, including replacement of interior trim, interior sills, casing, and related finish materials impacted by the work.

WINDOW TYPE AND SIZE

Window Type: Fixed, non-operable picture window, impact-resistant.

Quantity: Twenty-two (22) windows, all located on the second floor.

Nominal Size: Forty-eight (48) inches by forty-eight (48) inches, all windows.

Field Verification: Contractor shall field measure and verify all rough openings prior to ordering. Contractor is solely responsible for correct sizing, configuration, anchorage method, and installation requirements based on actual field conditions.

DESIGN PRESSURE / WIND REQUIREMENTS

Provide window assemblies rated for a minimum design pressure of +137.50 psf and -110.00 psf. Design pressure compliance shall be demonstrated for the exact ordered configuration, including frame type, glazing type, opening size, installation method, and anchorage.

CODE COMPLIANCE / APPROVALS

All windows shall comply with all applicable requirements of the Florida Building Code, including windborne debris protection. The basis of design for the Water Plant/Building Department fixed picture windows shall be ES Windows ES-P252 LMI Fixed Window with Florida Product Approval FL# 26359.1 and Miami-Dade NOA 24-1101.03. Bidder may propose an equivalent product only if it meets or exceeds the specified design pressures, glazing requirements, and coastal durability requirements, and is supported by a valid Florida Product Approval or Miami-Dade NOA applicable to the proposed configuration and installation.

Approval documentation shall match the proposed product exactly, including frame material, glazing type including impact laminated and tint and Low-E and insulated glass if applicable, design pressure rating, and approved anchorage method and installation limitations. Similar, equivalent, meets intent, partial approvals, or approvals not covering the exact configuration are not acceptable.

FRAME MATERIAL AND COASTAL DURABILITY

Due to severe coastal exposure and documented corrosion-related failures of prior installations, the intent of this specification is to obtain a window system designed for long-term performance in barrier-island salt-air conditions. Provide a product with factory sealing and construction designed to protect internal components from coastal moisture intrusion and wind-driven rain.

HARDWARE, FASTENERS, AND CORROSION RESISTANCE

All fasteners, anchors, screws, clips, and attachment components shall be stainless steel or manufacturer-documented coastal-grade corrosion-resistant materials suitable for coastal salt-air exposure. Statements such as corrosion-resistant, standard hardware, typical hardware, or similar generic descriptions are not acceptable. The Bidder shall provide submittal documentation identifying the material type and finish of all fasteners and anchorage components.

FINISH / COLOR

Provide window frames in bronze exterior finish, manufacturer standard bronze finish. Finish shall meet AAMA 2605 Bronze requirements for exterior and interior finishes.

GLAZING / SOLAR CONTROL / TINT

Provide impact-rated laminated glazing as required by code and approval listing. Glazing shall include factory tint and factory solar-control Low-E coating to reduce solar heat gain and glare. Aftermarket window film is prohibited.

GRIDS

Windows shall be provided with no grids. Provide plain glass only, with no grilles, muntins, or divided-lite bars of any type.

INSTALLATION REQUIREMENTS

Install windows in strict accordance with manufacturer installation instructions, Florida Product Approval (FL#) or Miami-Dade NOA requirements, and Florida Building Code requirements. Contractor shall provide all anchorage, sealants, backer rod, perimeter water management, and related installation components required for a complete and watertight installation at masonry openings. Contractor shall restore all affected interior finishes to match existing conditions, including replacement of interior trim, interior sills, casing, and related finish materials impacted by the work. No deviations from the approved installation method are permitted.

SUBMITTALS

Submit the following for review and approval prior to ordering materials: Florida Product Approval (FL#) or Miami-Dade NOA complete package, manufacturer product data for the exact proposed window, design pressure documentation confirming compliance with +137.50 psf and -110.00 psf for the exact configuration and size, glazing documentation confirming factory tint and solar-control Low-E and impact compliance, installation instructions including anchorage and fastener schedule, and shop drawings identifying window sizes, types, and installation method.

PERMITS AND INSPECTIONS

The awarded Contractor shall obtain all required permits, schedule all required inspections, and obtain final approval and closeout. Use of private providers is prohibited. All inspections shall be performed by the Town of Highland Beach Building Department.

CONTRACTOR RESPONSIBILITY

The awarded Contractor is solely responsible for field measurements, verifying existing conditions, ordering correct products, and ensuring full compliance with this specification, the Florida Building Code, and the approved product approvals or NOAs. No additional compensation will be provided for errors in measurement, ordering, or installation.

COASTAL WARRANTY CONFIRMATION

Prior to ordering windows, the awarded Contractor shall provide written documentation from the window manufacturer confirming that the proposed window system, including frame, glazing, sealants, and internal construction, is warranted for installation in a coastal barrier-island environment, including exposure to salt air and wind-driven salt spray. Manufacturer limitations, exclusions, special maintenance requirements, cleaning requirements, or shortened warranty periods applicable to coastal installations shall be clearly identified in writing. Manufacturer warranty and contractor warranty shall not exclude coastal exposure unless such exclusion is explicitly disclosed in writing prior to procurement and accepted by the Town in writing. Failure to provide the required coastal warranty confirmation shall be grounds for rejection of the product and submittal.

OPTIONAL ADD ON – TOWN HALL

GENERAL

Provide and install fourteen (14) new single-hung, impact-resistant windows to replace existing windows at the Town of Highland Beach Town Hall located at 3614 South Ocean Blvd, Highland Beach, FL 33487. All windows are located on the first floor. Work shall be a full tear-out to masonry openings, including complete removal of existing window frames, anchors, perimeter sealants, interior trim, interior sills, and related components, and installation of new complete window assemblies. The awarded Contractor shall furnish all labor, materials, equipment, supervision, permits, inspections, coordination, and closeout documents required for a complete, code-compliant installation. The awarded Contractor shall restore all affected interior and exterior finishes to a complete and professional condition, including replacement of interior trim, interior sills, casing, and related finish materials impacted by the work.

WINDOW TYPE AND SIZE

Window Type: Single hung, impact-resistant.

Quantity: Fourteen (14) windows, all located on the first floor.

Nominal Sizes: Windows vary in size and range from twenty-seven (27) inches by sixty-three (63) inches to thirty-six (36) inches by sixty-two (62) inches, including two (2) smaller windows measuring approximately sixteen (16) inches by thirty-six (36) inches.

Field Verification: The awarded Contractor shall field measure and verify all rough openings prior to ordering. The awarded Contractor is solely responsible for correct sizing, configuration, anchorage method, and installation requirements based on actual field conditions.

DESIGN PRESSURE / WIND REQUIREMENTS

Provide window assemblies rated for a minimum design pressure of +90.00 psf and -80.00 psf. Design pressure compliance shall be demonstrated for the exact ordered configuration, including frame type, glazing type, opening size, installation method, and anchorage.

CODE COMPLIANCE / APPROVALS

All windows shall comply with all applicable requirements of the Florida Building Code, including windborne debris protection. The basis of design for the Town Hall single-hung windows shall be ES Windows ES-H340 LMI Single Hung with Florida Product Approval FL# 17892.1. Bidder may propose an equivalent product only if it meets or exceeds the specified design pressures, glazing requirements, and coastal durability requirements, and is supported by a valid Florida Product Approval or Miami-Dade NOA applicable to the proposed configuration and installation.

Approval documentation shall match the proposed product exactly, including single hung configuration, frame material, glazing type including impact laminated and tint and Low-E and insulated glass if applicable, design pressure rating, and approved anchorage method and installation limitations. Similar, equivalent, meets intent, partial approvals, or approvals not covering the exact configuration are not acceptable.

FRAME MATERIAL AND COASTAL DURABILITY

Due to severe coastal exposure and documented corrosion-related failures of prior installations, the intent of this specification is to obtain a window system designed for long-term performance in barrier-island salt air conditions. Provide a product with factory sealing and construction designed to protect internal components from coastal moisture intrusion and wind-driven rain.

HARDWARE, BALANCES, SPRINGS, AND FASTENERS

The window hardware and internal operating components shall be suitable for severe coastal environments. All internal components and operating hardware, including balances, springs, pivots, operators, screws, fasteners, clips, and anchors within the window assembly, shall be stainless steel or manufacturer-documented coastal-grade corrosion-resistant materials suitable for coastal salt-air exposure. Statements such as corrosion-resistant, standard hardware, typical hardware, or similar generic descriptions are not acceptable. Contractor shall provide submittal documentation identifying the material type and finish of hardware components and fasteners.

FINISH / COLOR

Provide window frames in bronze exterior finish, manufacturer standard bronze finish. Finish shall meet AAMA 2605 Bronze requirements for exterior and interior finishes.

GLAZING / SOLAR CONTROL / TINT

Provide impact-rated laminated glazing as required by code and approval listing. Glazing shall include factory tint and factory solar-control Low-E coating to reduce solar heat gain and glare. Aftermarket window film is prohibited.

GRIDS

Windows shall be provided with no grids. Provide plain glass only, with no grilles, muntins, or divided-lite bars of any type.

INSTALLATION REQUIREMENTS

Install windows in strict accordance with manufacturer installation instructions, Florida Product Approval (FL#) or Miami-Dade NOA requirements, and Florida Building Code requirements. The awarded Contractor shall provide all anchorage, sealants, backer rod, perimeter water management, and related installation components required for a complete and watertight installation at masonry openings. The awarded Contractor shall restore all affected interior finishes to match existing conditions, including replacement of interior trim, interior sills, casing, and related finish materials impacted by the work. No deviations from the approved installation method are permitted.

SUBMITTALS

Submit the following for review and approval prior to ordering materials: Florida Product Approval (FL#) or Miami-Dade NOA complete package, manufacturer product data for the exact proposed window, design pressure documentation confirming compliance with +90.00 psf and -80.00 psf for the exact configuration and size, glazing documentation confirming factory tint and solar-control Low-E and impact compliance, hardware documentation identifying internal hardware materials and coastal suitability, installation instructions including anchorage and fastener schedule, and shop drawings identifying window sizes, types, and installation method.

PERMITS AND INSPECTIONS

Contractor shall obtain all required permits, schedule all required inspections, and obtain final approval and closeout. Use of private providers is prohibited. All inspections shall be performed by the Town of Highland Beach Building Department.

CONTRACTOR RESPONSIBILITY

The awarded Contractor is solely responsible for field measurements, verifying existing conditions, ordering correct products, and ensuring full compliance with this specification, the Florida Building Code, and the approved product approvals or NOAs. No additional compensation will be provided for errors in measurement, ordering, or installation.

COASTAL WARRANTY CONFIRMATION

Prior to ordering windows, the awarded Contractor shall provide written documentation from the window manufacturer confirming that the proposed window system, including frame, glazing, sealants, and internal operating hardware, is warranted for installation in a coastal barrier-island environment, including exposure to salt air and wind-driven salt spray. Manufacturer limitations, exclusions, special maintenance requirements, cleaning requirements, or shortened warranty periods applicable to coastal installations shall be clearly identified in writing. Warranty documentation shall specifically address internal operating components and hardware, including balances, springs, pivots, operators, and fasteners. Manufacturer warranty and contractor warranty shall not exclude coastal exposure unless such exclusion is explicitly disclosed in writing prior to procurement and accepted by the Town in writing. Failure to provide the required coastal warranty confirmation shall be grounds for rejection of the product and submittal.

REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

INVITATION TO BID
FOR
WINDOW REPLACEMENT
BID No.: 26-002
PERMIT FEE SCHEDULE

EXHIBIT “B”

TOWN OF HIGHLAND BEACH
BUILDING AND LAND DEVELOPMENT
SCHEDULE OF FEES

EFFECTIVE 10/01/2025 – 09/30/2026

V. BUILDING DEPARTMENT

- a. All building permit fees shall be based upon the value of the work to be performed. The "value of work" shall be determined in accordance with Section 109 of the Town's Administrative Amendments to the Florida Building Code.
- b. The minimum building permit fee shall be \$100.
- c. **Building permit fees** shall be calculated per each \$1,000 of valuation or portion thereof for each trade (building, plumbing, mechanical, or electrical) or for each specialty (pools, fire suppression, alarm, or security systems, etc.). Those fees are as follows:
 - i. \$22.00 per \$1,000 or portion thereof of value up to \$500,000.
 - ii. \$17.50 per \$1,000 or portion thereof of value above \$500,000.
Note: For permits issued for properties within the Town of Gulf Stream, 5% of the collected fees will be allocated to the Town of Gulf Stream for administrative services.
- d. **Private Provider** rates per F.S. 553.791 & F.S. 553(2)(b)
 - i. Private Provider inspections only -8% of (c) only.
 - ii. Private Provider plan review only -10% of (c) only.
 - iii. Private Provider inspections & plan review -18% of (c) only.
- e. **Sales Trailer Permit Fee:** The fee for sales trailers shall be \$500 per trailer, shall include all sub-trade inspections, and shall expire after six (6) months. The permit may be renewed for additional six (6) month increments upon payment of an additional fee.
- f. **Construction Trailer Permit Fee:** The fee for a construction trailer shall be \$250 and shall include all sub-trade inspections.
- g. **Contractor Registration:** All contractors working in the Town of Highland Beach must be registered with the Building Department. Registration requires the submission of basic information about the contractor, including a government-issued photo ID, along with proof of valid licenses and insurance, and a local county business tax receipt. Contractors must hold a valid license issued by the State of Florida or be licensed as a contractor or registered as an installer with Palm Beach County. There is no fee for registering with the Town of Highland Beach.

h. Reinspection Fees:

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

i. Additional Fees:

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

j. Penalty Fees:

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

Approved by the Town Commission on October 7, 2020

k. Planning & Zoning Fees:

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

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

Refund Policy

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

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

INVITATION TO BID
FOR
WINDOW REPLACEMENT
BID No.: 26-002
BID PROPOSAL

Date: _____

To All Bidders:

The undersigned declares that he/she has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type, and grade of product/service specified in the ITB.

Basis of Award: It is the intent of the Town to award the Bid to one Contractor who is the lowest responsive and responsible bidder of the option that the Town chooses. Due to budgetary constraints, the Town reserves the right to award whichever option is in the Towns best interest. ALL PRICES MUST BE HELD FOR A MINIMUM OF 120 DAYS AFTER THE BID DUE DATE.

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
1	WINDOW REPLACEMENT – WATER TREATMENT PLANT / BUILDING DEPARTMENT	Lump Sum	\$
2	(ADD ON) WINDOW REPLACEMENT – TOWN HALL	Lump Sum	\$

COMPANY NAME

AUTHORIZED SIGNATURE

PRINTED NAME

(_____) _____
TELEPHONE NUMBER

TITLE

E-MAIL ADDRESS

Attachment "A"
Town of Highland Beach
INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the Town requires appropriate coverages listing the Town of Highland Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the Town as "Certificate Holder" and "The Town of Highland Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the Town: **(NOTE: This list is not all inclusive, and the Town reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)**

<u>TYPE</u> (Occurrence Based Only)	<u>MINIMUM LIMITS REQUIRED</u>	
General Liability	General Aggregate	\$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	\$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	\$ 1,000,000.00
Liquor Liability	Each Occurrence	\$ 1,000,000.00
Professional Liability	Fire Damage (any one fire)	\$ 50,000.00
Employees & Officers	Med. Expense (any one person)	\$ 5,000.00
Pollution Liability		
Asbestos Abatement		
Lead Abatement		
Broad Form Vendors		
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Broad Form Property Damage		
Fire Legal Liability		
Automobile Liability	Combined Single Limit	\$ 500,000.00
Any Auto	Bodily Injury (per person)	to be determined
All Owned Autos	Bodily Injury (per accident)	to be determined
Scheduled Autos	Property Damage	to be determined
Hired Autos	Trailer Interchange	\$ 50,000.00
Non-Owned Autos		
PIP Basic		
Intermodal		
Garage Liability	Auto Only, Each Accident	\$ 1,000,000.00
Any Auto	Other Than Auto Only	\$ 100,000.00
Garage Keepers Liability	Each Accident	\$ 1,000,000.00
	Aggregate	\$ 1,000,000.00
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation		Statutory Limits
Employer's Liability	Each Accident	\$ 100,000.00
	Disease, Policy Limit	\$ 500,000.00
	Disease Each Employee	\$ 100,000.00
Property		
Homeowners Revocable Permit		\$ 300,000.00
Builder's Risk		Limits based on Project Cost
Other - As Risk Identified		to be determined

BIDDER ACKNOWLEDGEMENT

Submit Bids to: Clerk's Office
3614 South Ocean Blvd.
Highland Beach, FL 33487
Telephone: (561) 278-4548

Bid Title: **"WINDOW REPLACEMENT"**

Bid Number: **26-002**

Bid Due: **4/28/2026, NO LATER THAN 2:00 P.M. (LOCAL TIME)**

All awards made as a result of this bid shall conform to applicable sections of the charter and codes of the Town.

Name of Bidder: _____

Federal I.D. Number: _____

A Corporation of the State of: _____

Area Code: _____ Telephone Number: _____

Area Code: _____ FAX Number: _____

Mailing Address: _____

City/State/Zip: _____

Vendor Mailing Date: _____

E-Mail Address: _____

Authorized Signature

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Highland Beach as a commission, kickback, reward of gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____
NAME - SIGNATURE

Sworn and subscribed before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 20 _____

Printed Information:

NAME

TITLE

NOTARY PUBLIC, State of Florida
at Large

COMPANY

"OFFICIAL NOTARY SEAL" STAMP

CONFIRMATION OF DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the Town of Highland Beach or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

PALM BEACH COUNTY INSPECTOR GENERAL

ACKNOWLEDGMENT

The Bidder is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this ITB and the resulting contract, and in furtherance thereof may demand and obtain records and testimony from the Bidder and its subcontractors and lower tier subcontractors.

The Bidder understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Bidder or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of the contract justifying its termination.

BIDDER NAME

By _____

Title: _____

Date: _____

**SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES**

This sworn statement is submitted to the Town of Highland Beach, Florida

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

1. I hereby certify that the above-named entity:
 - A. Does not participate in the boycott of Israel; and
 - B. Is not on the Scrutinized Companies that Boycott Israel List.

2. If the Contract for goods and services is for more than \$1,000,000, I hereby certify that the above-named entity:
 - A. Is not on the Scrutinized Companies with Activities in Sudan List; and
 - B. Is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List; and
 - C. Has not engaged in business operations in Cuba or Syria.

Section 287.135, Florida Statutes, prohibits the Town from: (1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and (2) contracting with companies, for goods or services over \$1,000,000 that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the Town for goods or services may be terminated at the option of the Town if the company has been found to have submitted a false certification.

(Signature)

The foregoing document was sworn and subscribed before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 2026 by _____, as _____ of _____ who is personally known to me or produced _____ as identification.

Notary Public
My Commission Expires:

**SWORN STATEMENT ON PUBLIC ENTITY CRIMES PURSUANT
TO SECTION 287.133(3)(A),
FLORIDA STATUTES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Town of Highland Beach (the “Town”) by:

(Print individual’s name and title)

For: _____

(Print name of entity submitting sworn statement)

Whose business address is: _____

And (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____.)

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), FLORIDA STATUTES, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), FLORIDA STATUTES, means a finding of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), FLORIDA STATUTES, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1)(e), FLORIDA STATUTES, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity or which otherwise transacts or applies to transact business with a public

entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement (indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Bidder list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

The foregoing document was sworn and subscribed before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 2026 by _____, as _____ of _____ who is personally known to me or produced _____ as identification.

Notary Public
My Commission Expires:

A D D E N D A

TOWN OF HIGHLAND BEACH
FLORIDA

BID TITLE: **“WINDOW REPLACEMENT”**

BID NO.: 26-002

DATE SUBMITTED: _____

We propose and agree, if this submittal is accepted, to contract with the Town of Highland Beach, in the Contract Form, to furnish all material, means of transportation, coordination, labor and services necessary to complete/provide the work specified by the Contract documents.

Having studied the documents prepared by: The Town of Highland Beach

We propose to perform the work of this Project according to the Contract documents and the following addenda which we have received:

ADDENDUM	DATE	ADDENDUM	DATE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS

REFERENCES FOR _____
(NAME OF BIDDER)

Company Name:

Address:

Years/Description of Services:

Contact Name:

Phone:

Fax:

E-Mail:

Company Name:

Address:

Years/Description of Services:

Contact Name:

Phone:

Fax:

E-Mail:

Company Name:

Address:

Years/Description of Services:

Contact Name:

Phone:

Fax:

E-Mail:

“DRAFT”
SUBJECT TO REVISIONS PRIOR TO SIGNING

CONTRACT FOR WINDOW REPLACEMENT

THIS CONTRACT (“Contract”) is made this _____ day of _____, 2026, by and between the **Town of Highland Beach**, a Florida municipal corporation (“Town”) and _____, a Florida corporation, with its principal address at _____ (“Contractor”).

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

WHEREAS, the Town is in need of a contractor to provide the replacement of windows, and the Town issued an Invitation to Bid No. 26-002 (“ITB”) regarding the same; and

WHEREAS, Contractor submitted a bid response to the ITB, and the Town desires to accept Contractor’s response to allow Contractor to render the goods and services to the Town as provided herein; and

WHEREAS, Contractor warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

WHEREAS, the Town finds awarding the ITB to Contractor as described herein serves a valid public purpose.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the sufficiency of which is acknowledged by both parties, it is hereby agreed between Contractor and the Town as follows:

Article 1. CONTRACT.

1.1 Contract Documents. The Contract Documents are incorporated herein by reference as if originally set forth in this Contract and comprise the entire agreement between the Town and Contractor. The Contract Documents consist of this Contract; the Town’s Invitation to Bid, the Bid submitted by Contractor; and any duly executed and issued Change Orders, Work Directive Changes, Field Orders, and amendments relating thereto. If, during the performance of the work, Contractor finds an ambiguity, error or discrepancy in the Contract Documents, Contractor shall so notify the Town, in writing, within five (5) business days and before proceeding shall obtain a written interpretation or clarification. Failure to obtain a written interpretation or clarification will be deemed a waiver of the ambiguity, error, or discrepancy by Contractor. The Town will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy, or error.

In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

- First Priority: Duly executed change orders
- Second Priority: This contract
- Third Priority: Town's Invitation to Bid (attached hereto as **Exhibit "A"**)
- Fourth Priority: Contractor's Bid (attached hereto as **Exhibit "B"**)

1.2 Contract Administrator. Whenever the term Contract Administrator is used herein, it is intended to mean **the Town Manager or designee, Town of Highland Beach, Florida**. In the administration of this Contract, all parties may rely upon instructions or determinations made by the Contract Administrator except that all determinations that result in an increase in Contract Time and/or an increase in the Contract Price, shall require a formal Change Order executed by the Town Manager or the Town Commission (depending on the authority set forth in the Town's Procurement Code).

1.3 Contract Price. The Contract Price shall be _____ **DOLLARS AND**
 _____ **CENTS** which shall be payable in accordance with Article 3 of this Contract.

1.4 Contract Time. Contractor agrees to fully complete the scope of work as set out in the Town's Bid, attached hereto and incorporated herein as **Exhibit "A,"** within 90 days of receiving a written notice to proceed from the Contract Administrator. Failure to achieve timely, substantial, and/or final completion for the Work shall be regarded as a breach of this Contract and subject to appropriate remedies including but not limited to liability for liquidated damages in accordance with Item 1.5 herein.

1.5 Liquidated Damages. **The Town and Contractor recognize that time is of the essence of this Contract and that the Town will suffer financial loss if the services described in the Contract Documents are not completed within the times specified in Article 1.4 above. The Town and Contractor recognize, agree, and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the Town would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the services within the time specified. Accordingly, instead of requiring any such proof, the Town and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Town \$250.00 for each day that expires after the time specified in paragraph 1.4. Liquidated Damage shall not be the Town's sole or exclusive remedy under the Contract Documents; there shall be no limitation on the amount of the Liquidated Damages that may be assessed; and, there shall be no bonus paid to the Contractor for early completion of the services**

Article 2. SCOPE OF WORK.

The work covered by these specifications comprises, in general, the furnishing of all labor, equipment, materials, and performing all operations for Town window replacement as specified in the ITB.

Article 3. PAYMENT PROCEDURES

3.1 The Contractor shall submit invoices detailing all work accomplished in the prior month and all materials installed and used in the Project. Contractor's invoices shall be submitted to:

Town of Highland Beach
Attn: Finance Department
3614 S. Ocean Blvd.
Highland Beach, FL 33487

The Town's Building Official will review each invoice submitted by Contractor. If approved by the Town's Finance Department, the Town will make payment in accordance with the Local Government Prompt Payment Act (for construction services), section 218.735, Florida Statutes and as provided herein. Specifically, in accordance with Section 255.078, Florida Statutes, the Town will withhold five percent (5%) of each payment to the Contractor as retainage. Retainage shall be released to the Contractor in accordance with Section 218.735, Florida Statutes, and as set forth in this Contract. If not approved, the Town will notify Contractor within ten (10) business days of the Town's receipt and identify the action necessary to correct the invoice or a deficiency.

- 3.2 In accordance with Section 255.077, Florida Statutes, upon substantial completion, the Contractor shall notify the Town the work is substantially complete and request an inspection. Within five (5) business days thereafter, the Contractor and Town shall make an inspection of the work and begin the development of a draft punch list of items that must be completed by the Contractor prior to the Contractor submitting its final payment request ("Punch List Walkthrough"). The Town shall submit the punch list to the Contractor within fifteen (15) days of the Punch List Walkthrough, and the Contractor shall have ten (10) days to agree to the same. If the Contractor wishes to revise the punch list, it must send the revised punch list to the Town no later than thirty (25) days after reaching substantial completion. Thereafter the parties shall agree on the final punch list no later than thirty (30) days after reaching substantial completion. The punch list shall include every remaining item required to render complete, satisfactory, and acceptable services to the Town and the estimated cost to complete each remaining item. The final agreed upon punch list shall be sent to the Contractor five (5) days after the punch list is finalized. In no event may the Contractor request payment of final retainage until the Contractor has completed all items on the punch list. All items that require correction under the Contract which are identified after the preparation and delivery of the punch list remain the obligation of the Contractor. The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to the Contract.
- 3.3 Upon final completion and acceptance of the work in accordance with the ITB and the Contract (including all punch-list items) and final inspection by the appropriate agency with jurisdiction over the project (if other than the Town), the Contractor shall submit a "final invoice" to the Town. In order for both parties to close their books and records, the Contractor will clearly state "FINAL" on the Contractor's final invoice. This certifies that all work has been properly completed and all charges have been invoiced to the Town. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor's Final Invoice is approved as set forth above, the Town shall pay the remainder including any amount held as retainage.
- 3.4 Notwithstanding the foregoing, the Town shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the Town.

- 3.5 Final payment shall not become due until the Contractor and all of its subcontractors, who timely filed notices to owner, submit to the Town releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract Documents or otherwise related to the project.
- 3.6 Acceptance of final payment by the Contractor or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.
- 3.7 The Town is exempt from payment of Florida State Sales and Use Tax. Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the Town, nor is Contractor authorized to use the Town's Tax Exemption Number in securing such materials.

Article 4. SUBCONTRACTORS

All sub-contractors shall be properly licensed, bondable and shall be required to furnish the Town with a Certificate of Insurance in accordance with the contract general conditions. The prime contractor may only subcontract work to entities properly licensed for their respective trades in accordance with Sections 489.105 through 489.113, Florida Statutes. The subcontractor's own employees must perform that work. It cannot be subcontracted again or delegated to unlicensed individuals.

Article 5. CONTRACTOR'S REPRESENTATIONS

In order to induce the Town to enter into this Contract, Contractor makes the following representations:

- 5.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the work.
- 5.2 Contractor has obtained at its own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, investigations, explorations, and test reports which pertain to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the Contract Price, within the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.
- 5.3 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 5.4 Contractor has given the Contract Administrator written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the resolution thereof is acceptable to the Contractor.

Article 6. INDEMNITY.

- 6.1 To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Town, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract. Contractor shall not be responsible for or be required to indemnify the Town for the Town's own negligent acts or omissions or those of its officers or employees.
- 6.2 Contractor'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 Contractor against the Town, its officers or employees, and Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.
- 6.3 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes (as amended), and shall survive the termination of this Contract. Nothing contained in the foregoing indemnification or the Contract Documents 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, or as an agreement by the Town to indemnify Contractor for any purpose or matter.

Article 7. TERMINATION.

- 7.1 Termination by the Town for Cause: The Town may terminate the Contract and the Contract Documents if Contractor:
- (a) refuses or fails to supply enough properly skilled workers or proper materials;
 - (b) fails to make payment to suppliers for materials in accordance with the respective agreements between the Contractor and suppliers
 - (c) disregards or takes action contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
 - (d) takes action, short of declaring bankruptcy, evidencing insolvency;
 - (e) fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; or,
 - (f) otherwise is in breach of a provision of the Contract Documents.

When any of the above reasons exist, the Town, may without prejudice to any other rights or remedies of the Town and after giving Contractor and Contractor's surety, three (3) days' written notice, and five (5) days to cure, terminate the Contract and Contract Documents and may finish the Work by whatever reasonable method the Town may deem expedient.

Contractor and its sureties shall be liable for any damage to the Town, including additional attorney fees, resulting from the Contractor's termination under this provision by the Town,

including but not limited to, and any increased costs incurred by the Town in completing the work.

When the Town terminates the Contract for one of the reasons stated above, Contractor shall not be entitled to receive further payment, if any, until the Work is finished.

Should it be determined by a mediator or a court of competent jurisdiction that the Town wrongfully terminated the Contract, then Contractor agrees to treat such termination as a termination for convenience.

In case of such termination for the Town's convenience, Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination.

Article 8. INSURANCE.

Prior to commencing any services, the Contractor shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Town and the Contractor. All such insurance policies may not be modified or terminated without the express written authorization of the Town.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/ Errors and Omissions	\$1,000,000 per occurrence \$3, 000,000 annual aggregate
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Auditor, personal injury)	\$1, 000,000 per occurrence \$2,000,000 annual aggregate
Excess liability	\$1,000,000
Automobile (owned, non-owned, & hired)	\$ 1,000,000 per occurrence
Worker's Compensation Including employer's liability insurance	\$ statutory limits \$ 100,000 per occurrence \$ 500,000 annual aggregate

The commercial general liability and excess liability policies will name the Town as an additional insured. Except for Workers' Compensation, all policies shall contribute as primary and non-contributory. Failure to comply with the foregoing requirements shall not relieve Contractor of its liability and obligations under this Contract.

Waiver of Subrogation: Contractor hereby waives any and all rights to Subrogation against the Town, its officers, employees, and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive

subrogation without an endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

Article 9. PUBLIC RECORDS.

Public Records: Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Town as provided under section 119.011(2), Florida Statutes, 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 Contract and following completion of this Contract if Contractor does not transfer the records to the Town.
- D. Upon completion of this Contract, transfer, at no cost, to the Town all public records in possession of Contractor or keep and maintain public records required by the Town to perform the service. If Contractor transfers all public records to the Town upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract Contractor 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, 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, FL 33487.

Article 10. MISCELLANEOUS.

10.1 The Town and Contractor each binds itself, its partners, its successors, assigns and legal

representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

- 10.2 Additional work, changes to the Contract Price, or Contract Time, is subject to the Town's prior written approval. Contractor has no authority to approve such changes and has no authority to waive the requirement of prior written authorization for extra work, changes in the Contract Time, or change orders
- 10.3 Headings and References & Exhibits: The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Articles are to the Articles of this Contract. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.
- 10.4 Counterparts: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.
- 10.5 Entire Contract; Amendment and Waiver: This Contract (together with the other Contract Documents) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty, or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty, or other provision contained in this Contract.
- 10.6 Governing Law; Consent to Jurisdiction: This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.
- 10.7 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.
- 10.8 Severability: If any one or more of the provisions of the Contract shall be held to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the

remaining provisions hereof shall not in any way be affected or impaired thereby.

- 10.9 Effective date: The effective date of this Contract is the date the Contract is approved by the Town Commission.
- 10.10 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 10.11 Independent Contractor: Contractor is and shall be, in the performance of the Scope of Work under this Contract, an independent contractor, and not an employee, agent, or servant of the Town. All persons engaged in any of the Scope of Work performed pursuant to this Contract shall at all times, and in all places, be subject to Contractor's sole direction, supervision, and control. Contractor shall exercise control over the means and manner in which it and its employees perform the Scope of Work.
- 10.12 Successors and Assigns: This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 10.13 Enforcement; Waiver of Jury Trial: If any legal action or other proceeding is brought for the enforcement of this Contract or the Contract Documents, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Contract or the Contract Documents, each party shall be responsible for their own attorney's fees at all levels. EACH PARTY ALSO AGREES AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN CONNECTION WITH OR ARISING FROM ANY PROVISION OF THIS CONTRACT OR THE CONTRACT DOCUMENTS
- 10.14 Continuing Obligation: Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.
- 10.15 Reserved.
- 10.16 Notice: Any notice required to be given under the Contract Documents shall be sent by certified mail (return receipt requested) or by nationally recognized overnight courier as follows to the Town:

Town of Highland Beach
Attn: Town Manager
3614 S. Ocean Blvd.
Highland Beach, FL 33487

and to Contractor as follows:

Either party may amend this provision by written notice to the other party.

- 10.17 Public Entity Crimes: Contractor 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 consultant, supplier or sub-consultant/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. Contractor will advise the Town immediately if it becomes aware of any violation of this statute.
- 10.18 Force Majeure: Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes, or civil unrest.
- 10.19 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, Contractor acknowledges that this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. Contractor has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- 10.20 Scrutinized Companies: Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate this Contract at its sole option Contractor or any of its subcontractors are found to have submitted a false certification; or if Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract.

If this Contract is for one million dollars or more, Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the Town may immediately terminate this Contract at its sole option if Contractor, or any of its subcontractors are found to have submitted a false certification; or if Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, or are or have been engaged with business operations in Cuba or Syria during the term of this Contract.

- 10.21 Protection of Property: Contractor shall at all times guard against damage or loss to the property of the Town or of other vendors or contractors 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 Contractor or its agents. Contractor shall be responsible for safeguarding all of their property such as tools and equipment while on site. The Town will not be held responsible for any loss of Contractor property due to theft or vandalism.

- 10.22 Defects: Contractor warrants that all goods and services provided under this Contract will be free of defects in materials and workmanship for a period of one (1) year following completion of all services unless a longer manufacturer warranty applies. The undersigned, upon notice of such defect, shall make the foregoing repairs as soon as reasonably possible or, if such repairs have already been made by the Town, the undersigned, upon receipt of evidence of the costs reasonably incurred by the Town in the making of such repairs, shall forthwith refund same to the Town. Anything herein to the contrary notwithstanding, the Town shall have the sole obligation to perform all maintenance required. Accordingly, the undersigned shall have no liability hereunder in the event that the repairs result from the failure of the Town to properly maintain same or misuse or abuse (except, however, nothing contained herein shall be construed to release the undersigned from liability for damage or defect caused by acts of the undersigned or its employees or agents in connection with the completion by the undersigned of the project).
- 10.23 Audit: Contractor shall permit the Town, or any authorized representatives of the Town, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the Contractor's performance under this Contract including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Contract.
- 10.24 Human Trafficking: Contractor, by signing this Contract as set forth below, attests that the Contractor does not use coercion for labor or services as defined in section 787.06, Florida Statutes.
- 10.25 E-Verify: Pursuant to Section 448.095(5), Florida Statutes, Contractor shall:
- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
 - b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Contract) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien";
 - c. Maintain copies of all subcontractor affidavits for the duration of this Contract and provide the same to Town upon request;
 - d. Comply fully, and ensure all of its subcontractors comply fully, with Sections 448.09(1) and 448.095, Florida Statutes;
 - e. Be aware that a violation of Section 448.09 or 448.095, Florida Statutes, shall be grounds for termination of this Contract; and
 - f. Be aware that if Town terminates this Contract under Section 448.095(5)(e), Florida Statutes, Contractor may not be awarded a contract for at least one (1) year after the

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

IN WITNESS WHEREOF the parties hereto have made and executed this Contract on the day and year first above written.

TOWN OF HIGHLAND BEACH, FLORIDA

By: _____
Mayor

ATTEST:

Approved as to form and legal sufficiency:

Lanelda Gaskins, Town Clerk

Leonard G. Rubin, Town Attorney

CONTRACTOR

By: _____

Print Name:
Title:

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, who was physically present, as _____ (title), of _____, which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind _____ (Contractor), to the same.

Notary Public

Print Name: _____
My commission expires: _____

EXHIBIT "A"

Town's Bid

EXHIBIT "B"

Contractor's Bid

INVITATION TO BID
FOR
WINDOW REPLACEMENT
BID No.: 26-002
BID PROPOSAL

Date: 4/27/26

To All Bidders:

The undersigned declares that he/she has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type, and grade of product/service specified in the ITB.

Basis of Award: It is the intent of the Town to award the Bid to one Contractor who is the lowest responsive and responsible bidder of the option that the Town chooses. Due to budgetary constraints, the Town reserves the right to award whichever option is in the Town's best interest. ALL PRICES MUST BE HELD FOR A MINIMUM OF 120 DAYS AFTER THE BID DUE DATE.

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
1	WINDOW REPLACEMENT – WATER TREATMENT PLANT / BUILDING DEPARTMENT	Lump Sum	\$ 48,899.18
2	(ADD ON) WINDOW REPLACEMENT – TOWN HALL	Lump Sum	\$ 29,466.06

LaPorta Contracting
COMPANY NAME


AUTHORIZED SIGNATURE

Thomas LaPorta
PRINTED NAME

(954) 604-4602
TELEPHONE NUMBER

Owner
TITLE

accounting@laportcontracting.com

E-MAIL ADDRESS



State of Florida Certified Roofing and General Contractors
CGC1529763 | CCC1331235 | CBC1261308

2821 E Commercial Blvd Ste 219 Fort Lauderdale, FL 33308
801 East Bay Drive Ste 209 Largo, FL 33770
(561) 467-7663
Billing | accounting@laportacontracting.com
Website | www.laportarroofing.com

BUILDING DEPARTMENT WINDOW REPLACEMENT

ITB BID No.: 26-002

LaPorta Contracting dba LaPorta Roofing

2821 East Commercial Blvd Ste 219, Fort Lauderdale, FL 33308

Thomas LaPorta

(954) 604-4602

thomas@laportacontracting.com

accounting@laportacontracting.com

INVITATION TO BID
FOR
BUILDING DEPARTMENT WINDOW
REPLACEMENT

BID No.: 26-002

BID OPENING DATE: 4/28/2026
BID OPENING TIME: 2:00 P. M. (LOCAL TIME)

BIDDER ACKNOWLEDGEMENT

Submit Bids to: Clerk's Office
3614 South Ocean Blvd.
Highland Beach, FL 33487
Telephone: (561) 278-4548

Bid Title: **"WINDOW REPLACEMENT"**

Bid Number: **26-002**

Bid Due: **4/28/2026, NO LATER THAN 2:00 P.M. (LOCAL TIME)**

All awards made as a result of this bid shall conform to applicable sections of the charter and codes of the Town.

Name of Bidder: LaPorta Contracting

Federal I.D. Number: 81-2328643

A Corporation of the State of: Florida

Area Code: 954 Telephone Number: 604-4602

Area Code: _____ FAX Number: _____

Mailing Address: 2821 East Commercial Blvd Ste 219

City/State/Zip: Fort Lauderdale, FL 33308

Vendor Mailing Date: accounting@laportacontracting.com

E-Mail Address: _____


Authorized Signature

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of FLORIDA)

County of BROWARD)

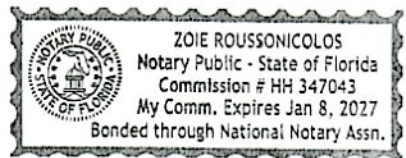
Thomas LaPorta, being first duly sworn, deposes and says that:

- 1) He is Owner of LaPorta Contracting,
(Title) (Name of Corporation or Firm)
the bidder that has submitted the attached bid;
- 2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- 3) Said bid is genuine and is not a collusive or sham bid;
- 4) Further, the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Highland Beach or any person interested in the proposed Contract; and
- 5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) *Thomas LaPorta*

Subscribed and sworn to before me (Title) Owner
by means of physical presence or online notarization
This 27 day of April, 20 26

My commission expires Jan 8, 2027



ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
 BROWARD
COUNTY OF ~~PALM BEACH~~)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Highland Beach as a commission, kickback, reward of gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: *Thomas LaPorta*
NAME - SIGNATURE

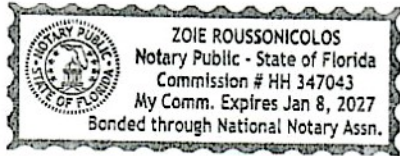
Sworn and subscribed before me by means of physical presence or ___ online notarization
this 27 day of April, 2026

Printed Information:

Thomas LaPorta
NAME

Owner
TITLE

Zoie R.
NOTARY PUBLIC, State of Florida
at Large



"OFFICIAL NOTARY SEAL" STAMP

LaPorta Contracting
COMPANY

CONFIRMATION OF DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the Town of Highland Beach or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Bidder's Signature

PALM BEACH COUNTY INSPECTOR GENERAL

ACKNOWLEDGMENT

The Bidder is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this ITB and the resulting contract, and in furtherance thereof may demand and obtain records and testimony from the Bidder and its subcontractors and lower tier subcontractors.

The Bidder understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Bidder or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of the contract justifying its termination.

LaPorta Contracting
BIDDER NAME



By Thomas LaPorta

Title: Owner

Date: 4/27/26

**SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES**

This sworn statement is submitted to the Town of Highland Beach, Florida

by Thomas LaPorta - Owner
(print individual's name and title)
for LaPorta Contracting
(print name of entity submitting sworn statement)

whose business address is 2821 East Commercial Blvd Ste 219, Fort Lauderdale, FL 33308

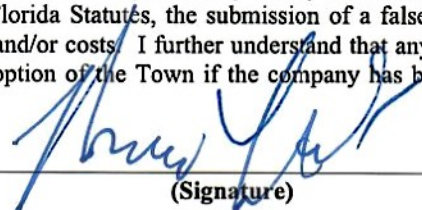
and (if applicable) its Federal Employer Identification Number (FEIN) is: 81-2328643

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

1. I hereby certify that the above-named entity:
 - A. Does not participate in the boycott of Israel; and
 - B. Is not on the Scrutinized Companies that Boycott Israel List.
2. If the Contract for goods and services is for more than \$1,000,000, I hereby certify that the above-named entity:
 - A. Is not on the Scrutinized Companies with Activities in Sudan List; and
 - B. Is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List; and
 - C. Has not engaged in business operations in Cuba or Syria.

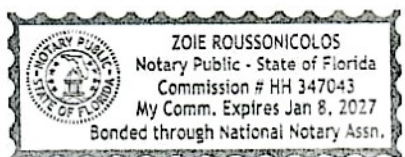
Section 287.135, Florida Statutes, prohibits the Town from: (1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and (2) contracting with companies, for goods or services over \$1,000,000 that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the Town for goods or services may be terminated at the option of the Town if the company has been found to have submitted a false certification.



(Signature)

The foregoing document was sworn and subscribed before me by means of physical presence or _____ online notarization this 27 day of April, 2026 by Thomas LaPorta, as owner of LaPorta Contracting LLC who is personally known to me or produced n/a as identification.



Zoie R

Notary Public
My Commission Expires: Jan 8, 2027

**SWORN STATEMENT ON PUBLIC ENTITY CRIMES PURSUANT
TO SECTION 287.133(3)(A),
FLORIDA STATUTES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Town of Highland Beach (the "Town") by:
Thomas LaPorta - Owner

(Print individual's name and title)

For: LaPorta Contracting

(Print name of entity submitting sworn statement)

Whose business address is: 2821 East Commercial Blvd Ste 219, Fort Lauderdale, FL 33308

And (if applicable) its Federal Employer Identification Number (FEIN) is: 81-2328643

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement

_____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), FLORIDA STATUTES, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), FLORIDA STATUTES, means a finding of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), FLORIDA STATUTES, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), FLORIDA STATUTES, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity or which otherwise transacts or applies to transact business with a public

entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement (indicate which statement applies).

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

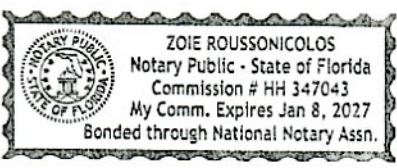
_____ The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Bidder list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



(Signature)

The foregoing document was sworn and subscribed before me by means of physical presence or _____ online notarization this 27 day of April, 2026 by Thomas LaPorta, as owner of LaPorta Contracting LLC who is personally known to me or produced no as identification.



Zoie R

Notary Public
My Commission Expires: Jan 8, 2027

A D D E N D A

**TOWN OF HIGHLAND BEACH
FLORIDA**

BID TITLE: "WINDOW REPLACEMENT"

BID NO.: 26-002

DATE SUBMITTED: 4/28/26

We propose and agree, if this submittal is accepted, to contract with the Town of Highland Beach, in the Contract Form, to furnish all material, means of transportation, coordination, labor and services necessary to complete/provide the work specified by the Contract documents.

Having studied the documents prepared by: The Town of Highland Beach

We propose to perform the work of this Project according to the Contract documents and the following addenda which we have received:

ADDENDUM	DATE	ADDENDUM	DATE
<u>1</u>	<u>April 9, 2026</u>	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS

Town of Highland Beach

3614 South Ocean Boulevard • Highland Beach, Florida 33487

ADDENDUM No. 1

DATE: April 9, 2026
ITB No. 26-002 – Building Department Window Replacement

This addendum to the drawings, specifications, and/or contract documents is issued to provide additional information and clarification to the original ITB specifications and Bid Form and is hereby declared a part of the original drawings, specifications and/or contract documents. In case of a conflict, this Addendum No. 1 shall govern.

Clarifications

The corrected window pressure requirements are +110 and -137.5.

A bid bond will **not** be required, only a payment and performance bond as outlined in the ITB.

Contractor shall remove and reinstall all blinds where applicable.

Contractor shall remove all window shutters, patch any holes and paint to match.



Town of Highland Beach

3614 South Ocean Boulevard • Highland Beach, Florida 33487

ACKNOWLEDGEMENT OF ADDENDUM No. 1

ITB NO. 26-002 – Building Department Window Replacement

RESPONDENT MUST SIGN, DATE, AND INCLUDE THIS ACKNOWLEDGEMENT OF ADDENDUM NO. 1 WITH ITB PACKAGE IN ORDER FOR SUBMITTAL TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

Thomas LaPorta

PRINT NAME OF REPRESENTATIVE

SIGNATURE OF REPRESENTATIVE

LaPorta Contracting

NAME OF COMPANY

4/27/26

DATE

REFERENCES FOR		LaPorta Contracting (NAME OF BIDDER)
Company Name: Town of Lake Park		
Address: 535 Park Ave, Lake Park, FL 33403		
Years/Description of Services: 2023-2024 - Roofing & Structural		
Contact Name: John Wille		
Phone: (561) 881-3345, Ext. 647	Fax:	E-Mail: jwille@lakeparkflorida.gov
Company Name: City of Lake Wales		
Address: 201 W. Central Avenue Lake Wales, Fl 33853		
Years/Description of Services: 2025 - Roofing		
Contact Name: Nancy Hernandez		
Phone: 863-678-4182 ext.1310	Fax:	E-Mail: nhernandez@lakewalesfl.gov
Company Name: Diocese of Pensacola-Tallahassee		
Address: 11 N. B Street, Pensacola, FL 32502		
Years/Description of Services: 2021-2023 - Roofing & Structural		
Contact Name: Tom Martin		
Phone: 850-435-3535	Fax:	E-Mail: martint@ptdiocese.org



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/27/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy (ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER FrankCrum Insurance Agency, Inc. 100 South Missouri Avenue Clearwater, FL 33756	CONTACT NAME: FrankCrum Certificate Department PHONE: (727) 799-1229 FAX: E-MAIL ADDRESS: certs@frankcrum.com																				
	<table border="1"> <tr> <th colspan="2">INSURERS(S) AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> <tr> <td>INSURER A:</td> <td>Frank Winston Crum Insurance Company</td> <td>11600</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURERS(S) AFFORDING COVERAGE		NAIC#	INSURER A:	Frank Winston Crum Insurance Company	11600	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
INSURERS(S) AFFORDING COVERAGE		NAIC#																			
INSURER A:	Frank Winston Crum Insurance Company	11600																			
INSURER B:																					
INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED FrankCrum L/C/F Laporta Contracting LLC 100 South Missouri Avenue Clearwater, FL 33756																					

COVERAGES CERTIFICATE NUMBER: 1589132 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE UNIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC202600000	01/01/2026	01/01/2027	X PER STATUE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Effective 03/06/2023, coverage is for 100% of the employees of FrankCrum leased to Laporta Contracting LLC (Client) for whom the client is reporting hours to FrankCrum. Coverage is not extended to statutory employees.

CERTIFICATE HOLDER Town of Highland Beach 3614 South Ocean Blvd. Highland Beach, FL 33487-	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



LAPORTA, THOMAS J

LAPORTA CONTRACTING LLC
3015 N OCEAN BLVD 12G
FORT LAUDERDALE FL 33308

LICENSE NUMBER: CGC1529763

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com



ISSUED: 07/22/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Company ID Number: 1702630



THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and LaPorta Contracting (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 1702630

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

Company ID Number: 1702630

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



Company ID Number: 1702630

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



Company ID Number: 1702630

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



Company ID Number: 1702630

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



Company ID Number: 1702630

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and



Company ID Number: 1702630

- b. Photo verification checks (when available) on employees.
- 2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
- 3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
- 4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
- 5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
- 6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
- 7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
- 8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
- 9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

- 1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.



Company ID Number: 1702630

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



Company ID Number: 1702630

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



Company ID Number: 1702630

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



Company ID Number: 1702630

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 1702630

Approved by:

Employer	
LaPorta Contracting	
Name (Please Type or Print) Thomas LaPorta	Title
Signature Electronically Signed	Date 06/10/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/13/2021



Company ID Number: 1702630

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	LaPorta Contracting
Company Facility Address	1975 East Sunrise Blvd 822 Fort Lauderdale, FL 33304
Company Alternate Address	
County or Parish	BROWARD
Employer Identification Number	812328643
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)



Company ID Number: 1702630



Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL 1



Company ID Number: 1702630

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Thomas LaPorta
Phone Number 9546044602
Fax
Email thomas@laportacontracting.com



Company ID Number: 1702630



This list represents the first 20 Program Administrators listed for this company.

BUILDING DEPARTMENT WINDOW REPLACEMENT

BID DUE DATE: 4/28/26
ITB NO. 26-002

Offers from the vendors listed herein are the only offers received timely as of the above receiving date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late

VENDORS	ARZ Builders, Inc.	Black Girl With a Hammer	Dekora, LLC	Emporium Construction Group Corp	Florida Retrofits Inc.	Headway Construction LLC	LaPorta Contracting	Presco South Construction	Quality Plus Reconstruction	Set Up Project Management	Timekey Enterprise LLC
	Address: 1515 N Federal Hwy. #300 Boca Raton, FL 33432 Contact Info: George Jawde 561-239-9923 george@arzbuilders.com	Address: 7900 NW 27th Ave. #236 Miami, FL 33147 Contact Info: Stephanie Ekunkonye 954-200-9934 info@bgwh.org	Address: 12011 SW 129th Ct. Unit #5 Miami, FL 33186 Contact Info: Javier Rodriguez 786-573-1872 dekorallc@gmail.com	Address: 7900 Nova Dr. Ste. #208 Davie, FL 33324 Contact Info: Jose Santana 954-687-8380 info@emporiumca.com	Address: 2840 Kirby Cir. Unit #1 Palm Bay, FL 32905 Contact Info: James Thomas 321-785-6007 firefit@gmail.com	Address: 12586 79th Ct. N West Palm Beach, FL 33412 Contact Info: Manuel Diaz 561-247-7076 headwayconstructionwpb@gmail.com	Address: 2821 E Commercial Blvd. Ste. 219 Fort Lauderdale, FL 33308 Contact Info: Thomas LaPorta 954-604-4602 accounting@laportacontracting.com	Address: 3350 SW 148th Ave. #110 Contact Info: Jorge Diaz 786-425-7737 psc@prescosouth.com	Address: 11224 Satellite Blvd. Orlando, FL 32837 Contact Info: Edwin Escobar 407-392-0240 edwin@qualityplusllc.com	Address: 1360 Crossbill Ct. Weston, FL 33327 Contact Info: Carlos De La Madriz 954-488-1313 office@setuppm.com	Address: 13510 Oak St. Kansas City, MO 34145 Contact Info: Jordan Wilson 816-434-3612 jordan@timekey.us
PRIMARY PROPOSAL PRICE	\$62,750.00	\$72,953.40	\$79,000.00	\$83,500.00	\$84,580.12	\$70,678.00	\$48,899.18	\$60,000.00	\$67,218.00	\$64,959.39	\$182,850.00
SECONDARY PROPOSAL PRICE	\$38,850.00	\$45,094.00	\$55,200.00	\$71,000.00	\$55,642.17	\$37,665.00	\$29,466.06	\$38,000.00	\$53,800.00	\$45,758.79	\$116,690.00
TOTAL PRICE	\$101,600.00	\$118,047.40	\$134,200.00	\$154,500.00	\$140,222.29	\$108,343.00	\$78,365.24	\$98,000.00	\$121,018.00	\$110,718.18	\$299,540.00
ORIGINAL, ONE (1) COPY, AND ONE (1) ELECTRONIC COPY	X	X	X	X	X	X	X	X	X	X	X
BIDDER'S ACKNOWLEDGEMENT	X	X	X	X	X	X	X	X	X	X	X
NON-COLLUSION AFFIDAVIT	X	X	X	X	X	X	X	X	X	X	X
ANTI-KICKBACK AFFIDAVIT	X	X	X	X	X	X	X	X	X	X	X
CONFIRMATION OF A DRUG FREE WORKPLACE	X	X	X	X	X	X	X	X	X	X	X
ACKNOWLEDGEMENT OF PBC INSPECTOR GENERAL	X	X	X	X	X	X	X	X	X	X	X
SCRUTINIZED COMPANIES CERTIFICATION FORM	X	X	X	X	X	X	X	X	X	X	X
PUBLIC ENTITY CRIMES SWORN STATEMENT	X	X	X	X	X	X	X	X	X	X	X
ADDENDA ACKNOWLEDGEMENT	X	X	X	X	X	X	X	X		X	X
REFERENCES	X	X	X	X	X	X	X	X	X	X	X
COMMENTS:									Did not review addendum		

Opened by: Skender Coma 4/28/26
Tabulated by: Skender Coma 4/28/26

File Attachments for Item:

C. Resolution No. 2026-008

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



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Regular Meeting
MEETING DATE 06/16/2026
SUBMITTED BY: Jeff Remas, CBO, Building Department
SUBJECT: Amendment to Building and Land Development Schedule of Fees
Resolution No. _____ CS/CS/HB 803 (2026) Compliance

SUMMARY:

CS/CS/HB 803 was signed by the Governor on May 6, 2026, and takes effect July 1, 2026. Two provisions of the Town's current Building and Land Development Schedule of Fees, established by Resolution No. 2025-024, require amendment for compliance. No other fee provisions are affected.

Reinspection Fees

The current fee schedule imposes reinspection fees on a progressive tier basis (\$75, \$150, \$250, and \$300) based on the number of prior failures on the same inspection item. HB 803 prohibits inspection fees that function as penalties or that exceed the local enforcement agency's documented actual cost per inspection. The progressive structure does not comply. The amended fee schedule replaces it with a single flat reinspection fee of \$100.00 per reinspection, regardless of the number of prior failures on the same permit.

Private Provider Discount Rates

HB 803 requires local enforcement agencies to reduce permit fees by a minimum specified percentage when a licensed private provider is retained to perform plan review or building code inspection services in lieu of Town staff. The minimum discounts required by statute, as determined from the Building Department's documented cost analysis, exceed the rates currently in the fee schedule. The amended rates, applicable to all permit types, are as follows:

- Inspections only: 13% reduction from the permit fee
- Plan review only: 13% reduction from the permit fee
- Both inspections and plan review: 26% reduction from the permit fee

FISCAL IMPACT:

The amendment to the reinspection fee structure is projected to reduce annual reinspection fee revenue by approximately \$10,000 to \$20,000, reflecting the elimination of the escalating penalty component of the prior progressive schedule. The private provider rate adjustment may result in a modest reduction in permit fee revenue on projects using private providers;

that impact is not expected to be material, given the volume of private provider permits issued annually in Highland Beach.

ATTACHMENTS:

Proposed Amended Building and Land Development Schedule of Fees – Exhibit B
Inspection & Plan Review Cost Analysis Summary

RECOMMENDATION:

Staff recommends adoption of this resolution amending the Town of Highland Beach Building and Land Development Schedule of Fees to reflect the changes mandated by CS/CS/HB 803 (2026), effective July 1, 2026.



RESOLUTION NO. 2026-008

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AMENDING RESOLUTION NO. 2025-024 TO REVISE EXHIBIT “B” OF THE FISCAL YEAR 2025-2026 SCHEDULE OF FEES ESTABLISHING FEES AND CHARGES FOR TOWN SERVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 18, 2025, the Town Commission adopted Resolution No. 2025-024 establishing the Fiscal Year 2025-2026 Schedule of Fees for Town services; and

WHEREAS, due to recent legislation requiring revisions to certain Building Department fees effective July 1, 2026, Staff has recommended revisions to Exhibit “B” of the Schedule of Fees to comply with state requirements; and

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

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

Section 1. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. Exhibit “B” of Resolution No. 2025-024, “Town of Highland Beach Schedule of Fees,” is hereby amended and replaced in its entirety with the revised **Exhibit “B”** attached hereto and incorporated herein by reference (additional language underlined and deleted language ~~stricken through~~). All other exhibits and provisions of Resolution No. 2025-024 shall remain unchanged and in full force and effect.

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

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

Section 5. This Resolution shall become effective July 1, 2026.

Resolution No. 2026-008

DONE AND ADOPTED by the Town Commission of the Town of Highland Beach, Florida,
this 16th day of June, 2026.

Natasha Moore, Mayor

ATTEST:

**REVIEWED FOR LEGAL
SUFFICIENCY:**

Lanelda Gaskins, MMC
Town Clerk

Leonard G. Rubin, Town Attorney

VOTES:

YES NO

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

EXHIBIT “B”

TOWN OF HIGHLAND BEACH
BUILDING AND LAND DEVELOPMENT
SCHEDULE OF FEES

REVISED EFFECTIVE 07/01/2026 – 09/30/2026

I. BUILDING DEPARTMENT

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

- i. \$22.00 per \$1,000 or portion thereof of value up to \$500,000.
- ii. \$17.50 per \$1,000 or portion thereof of value above \$500,000.

Note: For permits issued for properties within the Town of Gulf Stream, 5% of the collected fees will be allocated to the Town of Gulf Stream for administrative services.

- d. **Private Provider** rates per F.S. 553.791 & F.S. 553(2)(b)
 - i. Private Provider inspections only: minus 13% of permit fee under (c) ~~8% of (c) only.~~
 - ii. Private Provider plan review only: minus 13% of permit fee under (c) ~~10% of (c) only.~~
 - iii. Private Provider inspections & plan review: minus 26% of permit fee under (c) ~~18% of (c) only.~~

Note: These rates apply to all permit types, including residential and commercial permits. They are calculated based on the service-attributable portion of the Town permit fee, representing the combined plan review and inspection costs documented at 50.60 percent of total departmental expenditures for fiscal year 2024-2025, pursuant to F.S. §553.791(2)(b) and §553.791(2)(d) as amended by CS/CS/HB 803, effective July 1, 2026. Supporting cost analysis documentation is maintained on file with the Building Department.

- e. **Sales Trailer Permit Fee:** The fee for sales trailers shall be \$500 per trailer, shall include all sub-trade inspections, and shall expire after six (6) months. The permit may be renewed for additional six (6) month increments upon payment of an additional fee.
- f. **Construction Trailer Permit Fee:** The fee for a construction trailer shall be \$250 and shall include all sub-trade inspections.
- g. **Contractor/Private Provider Registration:** All contractors working in the Town of

Highland Beach must be registered with the Building Department. Registration requires the submission of basic information about the contractor, including a government-issued photo ID, along with proof of valid licenses and insurance, and a local county business tax receipt. Contractors must hold a valid license issued by the State of Florida or be licensed as a contractor or registered as an installer with Palm Beach County. There is no fee for registering with the Town of Highland Beach.

h. ReInspection Fee:

An inspection fee of \$100 per inspection is assessed in the following circumstances:

i. A subsequent inspection is required for any item, system, or component that was not in compliance with the Florida Building Code or the approved permitted documents at the time of the prior inspection. \$75.00 for second inspection (same item)

~~ii. \$150.00 for third inspection* (same item)~~

~~iii. \$250.00 for fourth inspection* (same item)~~

~~iv. \$300.00 for fifth inspection* (same item)~~

~~—*(requires the licensed qualifier to be at the site for the inspection)~~

ii. This fee represents the documented actual cost per inspection and is established pursuant to F.S. §553.79(f) as amended by CS/CS/HB 803, effective July 1, 2026. The fee applies uniformly regardless of the number of prior inspections performed under the permit and does not escalate.

i. Additional Fees:

i. \$100.00 for fire sprinkler permits. Does not include the electrical permit.

ii. \$50.00 per page for plans requiring additional review after the initial review

iii. \$50.00 for a change in contractor

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

v. \$20.00 for remote video inspections – RVI (elective)

vi. \$50.00 for a portable storage unit

vii. \$100.00 to extend the permit prior to expiring

viii. \$250.00 for reinstatement of expired permit (if approved by the Building Official)

ix. Appeal of Building Code Decision: \$1,500.00

x. Additional Highland Beach Fire Department fees may apply. Contact HBFR

- xi. Florida State Surcharges
 - a. BCAIF: 1.5% of permit fee
 - b. FBC: 1% of permit fee
- j. **Penalty Fees:**
 - i. Two and a half times (2.5X) the original permit fee, but not to exceed \$10,000, for work commenced without a permit
Approved by the Town Commission on October 7, 2020

k. Planning & Zoning Fees:

- i. Site plan: \$1,500.00
- ii. Special Exception: \$1,500.00
- iii. Comprehensive Plan Amendment: \$1,500.00
- iv. Revision to Code of Ordinances: \$1,500.00
- v. Variance: \$1,500.00
\$500.00 each additional variance
- vi. Appeal of Zoning Determination: \$1,500.00
- vii. Zoning Verification Letter: \$150.00
- viii. Hourly attorney consultation fee. Must be paid with all land development applications. \$500.00 deposit plus any costs that exceed the \$500.00
- ix. License Agreement or Unity of Title: \$1,000.00
- x. Appeal to Town Commission: \$1,500.00
- xi. Engineering Review Fee: \$500.00 plus any additional cost
- xii. Floating Vessel Platform Application Review Fee: \$150
- xiii. Short-Term Rentals registration fee. \$250.00
- xiii. Short-Term Rentals inspection fee. \$150.00
- xiv. Short-Term Rentals re-inspection fee (failure to pass initial inspection) \$75.00
- xv. Short-Term Rentals biennial renewal fee. \$150.00
- xvi. Short-Term Rentals change of agent fee. \$50.00

xvii. Short-Term Rental penalties:

- a. \$250.00 fine, daily, per violation for the first offense;
- b. Up to \$500.00 fine, daily, per violation for repeat offenses;
- c. \$250.00 cost of prosecution.

Refund Policy

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

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

TOWN OF HIGHLAND BEACH BUILDING DEPARTMENT

3614 South Ocean Boulevard | Highland Beach, Florida 33487

INSPECTION AND PLAN REVIEW COST ANALYSIS SUMMARY

Fiscal Year 2024-2025 | Prepared: May 2026

Purpose

CS/CS/HB 803, effective July 1, 2026, requires that inspection fees charged by local enforcement agencies not exceed actual inspection costs and not function as penalties. The same legislation establishes minimum permit fee reduction requirements when licensed private providers perform plan review or inspection services in lieu of the local enforcement agency. This summary describes how the Building Department determined compliance requirements for both provisions.

Inspection Cost Determination

The Building Department conducted a full cost analysis of all departmental expenditures for fiscal year 2024-2025 attributable to the inspection function. The analysis considered subcontracted field inspection services, internal inspector compensation, Building Official time allocated to field inspections, permit technician time supporting inspection scheduling and records, vehicle costs, technology, training, and a proportionate share of administrative overhead. All figures were drawn from actual FY 2024-2025 budget records.

Total allocable inspection costs were divided by the total number of inspections performed during the fiscal year, which was 7,075 inspections across Highland Beach and Gulf Stream combined. The result is a documented actual cost of \$103.85 per inspection.

The current reinspection fee schedule uses progressive tiers that escalate with each failure, functioning as a penalty rather than a recovery of actual cost. That structure does not comply with HB 803. The amended fee schedule replaces the progressive tiers with a flat reinspection fee of \$100.00 per reinspection, regardless of the number of prior failures on the same permit. This fee is below the documented actual cost per inspection and is fully compliant.

Plan Review Cost and Private Provider Discount Determination

A companion cost analysis identified all departmental expenditures attributable to the plan review function using the same methodology. Combined with the inspection cost analysis, this established that plan review and inspection services together account for just over half of total Building Department expenditures for FY 2024-2025. The remaining portion represents administrative functions, including permit intake and processing, floodplain management, planning and zoning coordination, code compliance, and general departmental operations.

HB 803 requires a minimum permit fee reduction when a licensed private provider is retained. It is important to note that the statute does not require a reduction of 25 or 50 percent from the total permit fee. The Town's permit fee is a bundled fee that covers plan review, inspections, and substantial administrative functions. The statute requires the discount to be calculated only from the portion of the permit fee attributable to plan review and inspection services. The administrative portion of the fee is not subject to the discount requirement and is excluded from the calculation.

Specifically, HB 803 requires a reduction of at least 25 percent of the service-attributable portion when a private provider performs either plan review or inspections alone, and at least 50 percent of the service-attributable portion when a private provider performs both. Because plan review and inspection services represent just over half of the total permit fee, applying 50 percent to that portion produces a required minimum discount of approximately 25 percent of the total permit fee, not 50 percent of the total permit fee.

The amended fee schedule adopts discount rates calculated from this service-attributable base. The adopted rates meet or exceed the statutory minimums for all permit types, residential and commercial, and are structured uniformly for administrative simplicity.

Jeff Remas, CBO

Building Official, Town of Highland Beach
Also Serving the Town of Gulf Stream

File Attachments for Item:

D. Introduction of potential a Proposed Ordinance regarding regulation of e-bikes within the Town, specifically along the State Road A1A shared use path.

MEMORANDUM

TO: Mayor Moore, Vice Mayor Stern, and Members of the Town Commission

FROM: Leonard G. Rubin, Village Attorney

RE: Regulation of E-Bikes and other Micro-Mobility Devices

DATE: June 16, 2026

CC: Marshall Labadie, Town Manager
Craig Hartmann, Police Chief
Lanelda Gaskins, Town Clerk

The Town Commission has discussed the potential regulation of e-bikes within the Town, specifically along the State Road A1A shared use path. Based on such concerns, I drafted a proposed Ordinance regulating the use of e-bikes and similar devices within the Town (“Town Ordinance”). Recently, Palm Beach County circulated a proposed Ordinance regulating e-bikes and other micromobility devices (“County Ordinance”). The County Ordinance would apply within a municipality unless the municipality affirmatively elected to opt out. The purpose of this memorandum is to discuss both proposed Ordinances and seek Town Commission guidance moving forward.

Proposed Town Ordinance

The Town Ordinance prohibits a person from operating or riding a motor vehicle, a motorized scooter, a micromobility device, or an electric bicycle on any sidewalk or multi-use pathway within the Town, including the multi-use pathway within the State Road A1A right-of-way. The definitions for the terms electric bicycle and motorized scooter are derived from Florida Statute. A micromobility device is defined as a motorized transportation devices not otherwise defined as an electric bicycle or motorized scooter. A motor vehicle includes any self-propelled vehicle not operated on rails or a guideway, excluding an electric bicycle, motorized scooter, or micromobility device.

The Town Ordinance’s restrictions would not apply to: (1) law enforcement officers, emergency responders, or public safety personnel acting within the scope of their official duties; (2) motorized wheelchairs or other mobility devices operated by persons with a disability; (3) the temporary crossing of a sidewalk or multi-use pathway by a motor vehicle entering or existing a driveway; and (4) any prohibited device being walked or carried, rather than operating under power. The Ordinance would be enforced by the Town through the issuance of code enforcement citations.

While now authorized by statute, the Town Ordinance does not impose minimum age requirements for electric bicycles, nor does it require the operator of an electric bicycle to possess a government-issued photographic identification.

The primary downside of the Town Ordinance is its application within the State Road A1A right-of-way. While the regulations would be enforceable within rights-of-way owned by the Town, the Town could not enforce the Ordinance or erect any signage warning operators of the prohibition without the approval and consent of FDOT. Because the multi-use pathway is part of a continuous corridor connecting to adjacent municipalities to the north (Delray Beach) and the south (Boca Raton), FDOT would likely be reluctant to allow the Town to enforce such regulations unless the adjacent municipalities also wished to adopt similar regulations.

Proposed County Ordinance

The County Ordinance applies to all micromobility devices, including electric bicycles as defined by Florida Statutes and other electric bicycles that exceed the statutory speed or motor power limitations. Like the Town Ordinance, the County Ordinance excludes devices used by persons with disabilities.

The County Ordinance establishes the following operation and safety standards for micromobility devices:

- Requires operation with due care and prudence, having regard for pedestrian activity, traffic conditions, visibility, and other attendant circumstances, in a manner that does not endanger the safety of persons or property.
- Allows operation “where permitted or in similar environments by law.”
- Prohibits operation on sidewalks and share-use paths “within designated commercial or high pedestrian areas, except where specifically authorized.”
- Allows the designation of zones where certain micromobility devices are prohibited, limited, or subject to reduced speeds for safety, including sidewalks in high pedestrian areas.
- Requires operators and passengers under the age of sixteen to wear a properly fitted and fastened helmet.

The County Ordinance also contains specific “youth safety requirements” that prohibit a person under the age of sixteen from operating any micromobility device capable of speeds exceeding twenty miles per hour. It further prohibits a parent or legal guardian from knowingly providing, supplying, or permitting a minor to operate a micromobility device that does not meet the statutory definitions or operational limits. A bicycle may not carry more persons at a time than the number for which it is designed or equipped,

and operators of all micromobility devices are required to carry a government-issued photographic identification.

The County Ordinance may be enforced within a municipality by a municipal law enforcement agency in any manner authorized by law. Additionally, as stated above, any municipality may opt out of the County Ordinance by providing the County with a copy of a duly adopted ordinance or resolution expressly stating the municipality's intent.

The County Ordinance is somewhat vague and defines a number of terms (such as "unclassified electric bicycle" and "County Facilities") that are not referenced in the specific regulations. It does not contain a blanket prohibition against the use of electric bicycles on sidewalks and share-use paths, and it is unclear whether the County or the municipality, when applied within the municipality's corporate limits, would designate the commercial or high pedestrian areas where operation of sidewalks or share-use paths is prohibited. Finally, like the Town Ordinance, the County Ordinance could not be enforced on sidewalks or paths within state rights-of-way without the consent and cooperation of FDOT.

Conclusion

The Town Commission could adopt the proposed Town Ordinance (with or without modification) or allow the County Ordinance, once adopted, to be enforced within the Town's corporate limits. However, given that the Commission's primary concern appears to be operation of motorized devices on the State Road A1A multi-use pathway and its impact on pedestrian safety, the Town should initiate discussions with FDOT regarding potential enforcement of any restrictions within the State Road A1A right-of-way before making a final determination. The Town cannot independently control or regulate state right-of-way without FDOT's involvement and cooperation.

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



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22

**TOWN OF HIGHLAND BEACH
ORDINANCE NO. _____**

23
24
25
26
27
28
29
30
31
32
33
34

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AMENDING CHAPTER 25, “STREETS, SIDEWALKS, BICYCLE/WALKING PATHS, AND RIGHTS-OF-WAY,” OF THE TOWN CODE OF ORDINANCES BY ADOPTING A NEW SECTION 25-26, “REGULATIONS GOVERNING SIDEWALKS AND MULTI-USE PATHWAYS;” AMENDING DIVISION 5, “SUPPLEMENTAL CODE COMPLIANCE PROCEDURES,” OF ARTICLE V, “BOARDS AND COMMITTEES,” OF CHAPTER 2, “ADMINISTRATION,” OF THE TOWN CODE OF ORDINANCES TO PROVIDE FOR ENFORCEMENT OF SECTION 25-26 THROUGH THE ISSUANCE OF CODE CITATIONS; AMENDING ARTICLE I, “IN GENERAL,” OF CHAPTER 16, “MOTOR VEHICLES AND TRAFFIC,” OF THE TOWN CODE OF ORDINANCES BY REPEALING EXISTING BICYCLE AND WALKING PATH REGULATIONS AND ADDITIONAL REGULATIONS SUPERSEDED BY 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, the Town Commission of the Town of Highland Beach finds that existing sidewalks and multi-use pathways within the Town are primarily for pedestrian use, and the operation of motor vehicles, motorized scooters, and electric bicycles on such sidewalks and multi-use pathways creates safety hazards for pedestrians, particularly along high-traffic corridors such as State Road A1A; and

WHEREAS, Section 316.008, Florida Statutes, authorizes municipalities to regulate traffic within their jurisdiction, including the use of sidewalks and multi-use pathways; and

WHEREAS, Section 316.2065, Florida Statutes, regulates bicycles and electric bicycles but allows local governments to adopt additional regulations not in conflict with state law; and

1 **WHEREAS**, the Town Commission finds that prohibiting motor vehicles, motorized
2 scooters, electric bicycles, and other motorized micromobility devices on sidewalks and multi-use
3 pathways is necessary for the protection of the public health, safety, and welfare; and

4 **WHEREAS**, the Town Commission determines that this prohibition shall be enforced
5 through the issuance of code enforcement citations; and

6 **WHEREAS**, in adopting these regulations, the Town Commission wishes to repeal a
7 conflicting section of Chapter 16 of the Town Code of Ordinances, as well as repeal outdated Code
8 provisions that have been superseded by state law.

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

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

13 **Section 2.** The Town Commission hereby amends Chapter 25, “Streets, Sidewalks,
14 Bicycle/Walking Paths, and Right-of-Way, of the Town Code of Ordinances, by adopting new
15 Section 25-15 to read as follows (additional language underlined):

16 **Sec. 25-26. Regulations governing sidewalks and multi-use pathways.**

17 (a) *Definitions.* For the purposes of this section, the following terms
18 shall have the meanings set forth below consistent with Chapter 316, Florida
19 Statutes:

20 *Electric bicycle* means a bicycle equipped with fully operational pedals and
21 a motor of less than 750 watts, as defined in Section 316.03, Florida Statutes, and
22 classified as Class 1, Class 3, or Class 3 pursuant to Section 316.2065, Florida
23 Statutes.

24 *Micromobility device* means any motorized transportation device not
25 otherwise defined as an electric bicycle or motorized scooter.

26 *Motor vehicle* means any self-propelled vehicle not operated upon rails or a
27 guideway, but not including any bicycle, electric bicycle, motorized scooter or
28 micromobility device as defined herein.

29 *Motorized scooter* means any vehicle that is powered by a motor with or
30 without a seat or saddle for use of the rider, which is designed to travel on not more
31 than three wheels, as defined in Section 316.003, Florida Statutes.

1 **(b) Prohibition.** It shall be unlawful for any person to operate or ride a
2 motor vehicle, a motorized scooter, a micromobility device, or an electric bicycle
3 upon any sidewalk or multi-use pathway within the Town of Highland Beach. This
4 prohibition applies to all sidewalks and multi-use pathways within the Town’s
5 municipal boundaries, including the multi-use pathway located along or adjacent to
6 State Road A1A.

7 **(c) Exceptions.** The provisions of this section shall not apply to:

8 **(1)** Law enforcement officers, emergency responders, or public safety
9 personnel acting within the scope of their official duties.;

10 **(2)** Motorized wheelchairs or other mobility devices operated by
11 persons with disabilities;

12 **(3)** The temporary crossing of a sidewalk or multi-use pathway by a
13 motor vehicle entering or exiting a driveway; or

14 **(4)** Any prohibited device being walked or carried, rather than operated
15 under power.

16 **(c) Enforcement and penalties.** Violations of this section shall be
17 enforced through the issuance of code citations in accordance with Division 5,
18 “Supplemental Code Compliance Procedures,” of Chapter 2 of the Town Code of
19 Ordinances.

20 **Section 3.** The Town Commission hereby amends Division 5, “Supplemental Code
21 Compliance Procedures,” of Article V, “Board and Committee,” of Chapter 2, “Administration,” by
22 amending Section 2-174 to read as follows (additional language underlined and deleted language
23 ~~stricken through~~):

24 **Sec. 2-174. - Classification of infractions.**

25 **(a) Class I.**

26 **(1)** Violations of the parking code of the town, as adopted in chapter 16 of
27 the Code of Ordinances.

28 **(2)** Violations involving recreational vehicles or boats.

29 **(3)** Obstruction of public right-of-way.

30 **(4)** Violations involving solid waste, refuse, garbage, rubbish or trash.

1 (5) Violations of sidewalk and multi-use pathway regulations, as adopted
2 in section 25-26 of the Code of Ordinances.

3 (b) *Class II.*

4 (1) Violations of the building code of the town, as adopted in section 6-
5 26 of the Code of Ordinances, not specifically enumerated in this
6 division.

7 (2) Violations of the property maintenance code, as adopted in section 6-
8 29 of the Code of Ordinances, and as amended from time to time, not
9 specifically enumerated in this division.

10 (3) Violations involving fences, walls or hedges.

11 (4) Violations of the sign code, as adopted in chapter 23 of the Code of
12 Ordinances, not specifically enumerated in this division.

13 (5) Abandoned property on private property.

14 (6) Violations involving landscaping.

15 (7) Violations involving a required visibility triangle.

16 (8) Violations of the Code of Ordinances not specifically enumerated in
17 this division.

18 (9) Repeat parking violations.

19 (10) Repeat violations of sidewalk and multi-use pathway regulations.

20 (c) *Class III.*

21 (1) Performing work without a required permit.

22 (2) Violations of the construction site code, as adopted in chapter 16 of
23 the Code of Ordinances.

24 (3) Violations of the zoning ordinance, as adopted in chapter 30 of the
25 Code of Ordinances, not specifically enumerated in this section.

26 (4) Violations of licenses and license taxes code, as adopted in chapter
27 15 of the Code of Ordinances.

28 (5) Prohibited or unsafe signs.

29 (6) Violations of "cease and desist" or "stop work" orders.

30 (7) Repeat violations.

31

1 **Section 4.** The Town Commission hereby amends Article I, “In General,” of Chapter 16,
2 “Motor Vehicles and Traffic,” to read as follows (deleted language ~~stricken through~~):

3 **~~Sec. 16-8. Operation of motor vehicles on bicycle/walking path.~~**

4 It shall be unlawful for any person to drive, operate or cause to be driven or
5 operated any motor vehicle of over twenty (20) horsepower or less than four (4)
6 wheels on any bicycle/walking path.

7 **~~Sec. 16-9. Speed restrictions.~~**

8 It shall be unlawful for any person to operate any motor vehicle, or other
9 vehicle recklessly or carelessly or at a dangerous rate of speed or negligently on any
10 street in the town. No person shall operate any vehicle at a rate of speed greater than
11 thirty-five (35) miles per hour on SR A1A and twenty (20) miles per hour on any road
12 other than SR A1A.

13 **~~Sec. 16-10. Operation of vehicle while intoxicated.~~**

14 It shall be unlawful for any person, while in an intoxicated condition or under
15 the influence of intoxicating liquors or narcotic drugs, to drive, operate or cause to be
16 driven or operated, on or over any of the highways, thoroughfares or streets within the
17 town any automobile, truck or vehicle or motorcycle or any other vehicle propelled
18 by gasoline, gas, vapor, electricity, steam or other power.

19 **~~Sec. 16-11. Consumption of alcoholic beverages, possession of open containers~~**
20 **~~in motor vehicles.~~**

21 (a) — *Definitions.* The following words, terms and phrases, when used in
22 this section, shall have the meanings ascribed to them in this subsection, except where
23 the context clearly indicates a different meaning:

24 *Beverage law* means F.S. chs. 561, 562, 563, 564, 565, 567 and 568.

25 *Container* means any bottle, carton or other vessel of alcoholic beverage.

26 *Motor vehicle* means any vehicle which is not powered by muscular power.

27 *Open container* means any container on which the seal is broken.

28 *Person* means any natural person.

29 *Public or semipublic area open for vehicular travel* means all public and
30 private roads, streets, highways, lanes, alleys, parking lots and parking areas on which
31 the public is expressly or implicitly invited to travel by motor vehicle or which are

1 otherwise open for vehicular travel. It shall not include areas such as private driveways
2 of property serving single or multiple dwelling units or condominium parking lots.

3 (b) — *Findings of fact:*

4 (1) — ~~Consumption of alcoholic beverages or possession of open containers
5 of alcoholic beverages while in or on motor vehicles leads to, and
6 encourages:~~

7 a. — ~~The operation and control of motor vehicles while impaired;~~

8 and

9 b. — ~~Distracting and disorderly conduct of passengers including,
10 but not limited to, littering.~~

11 (2) — ~~The uncontrolled consumption of alcoholic beverages in or on motor
12 vehicles is detrimental to the health, safety and general welfare of the
13 public.~~

14 (c) — ~~Possession or consumption prohibited.~~ It shall be unlawful for any
15 person to possess any container of alcoholic beverage, except an original container
16 with the seal unbroken, or to consume any alcoholic beverage, in or on a motor vehicle
17 being operated or parked on a public or semipublic area open for vehicular travel.

18 (d) — *Exceptions.* This section shall not apply to:

19 (1) — ~~Any person engaged in picking up empty beverage containers for the
20 purpose of collecting the deposit or value of the bottle or can itself, nor
21 to any person taking part in a litter control campaign.~~

22 (2) — ~~The possession of open container by any licensed distributor or
23 licensed vendor of alcoholic beverages, provided that such alcoholic
24 beverage is being transported solely for commercial purposes.~~

25 (3) — ~~The transportation of any open container of alcoholic beverage in or
26 on any motor vehicle provided that such container is in a compartment
27 of the vehicle not readily accessible to the driver or passengers.~~

28 (4) — ~~The transportation of any open container or consumption of alcoholic
29 beverage in or on any motor vehicle duly licensed and operated for
30 hire to transport passengers, such as charter buses, regularly scheduled
31 buses, taxicabs and the separate passenger compartments of~~

1 limousines; provided the operator thereof is not in immediate
2 possession of, or engaged in the consumption of, any alcoholic
3 beverage or open container of alcoholic beverage.

4 (5) ~~The operation, for a consideration, of any motor vehicle by an
5 individual duly licensed and supplied by a chauffeur service, either
6 public or private, limousine service, taxicab company or bus company;
7 provided the operator thereof is not in immediate possession of, or
8 engaged in the consumption of, any alcoholic beverage or open
9 container of alcoholic beverage, and is operating the vehicle while
10 under and in the scope of the employment of a chauffeur service, either
11 public or private, limousine service, taxicab company or bus company.
12 The operator must have in his possession evidence of employment by
13 a bona fide chauffeur service, either public or private, limousine
14 service, taxicab company or bus company.~~

15 (e) ~~Penalty.~~ Any person found guilty of violating the provisions of this
16 section shall be punished with a fine not to exceed five hundred dollars (\$500.00).

17 (f) ~~Enforcement.~~ It shall be the duty and responsibility of all appropriate
18 law enforcement officers to enforce the provisions of this section.

19 (g) ~~Conformance with county law.~~ Insofar as any provision of this section
20 shall conflict with or duplicate county law, the provisions of this section shall control.

21 **Sec. 16-12. ~~Operation by persons under sixteen years.~~**

22 Except as otherwise provided by law, it shall be unlawful for any person to
23 operate any motor vehicle over or upon any of the public streets of the town who is
24 less than sixteen (16) years of age. The parents of such child may also be punished for
25 permitting the child to operate the motor vehicle, and any person who rents any such
26 vehicle to any person under such age shall be guilty of violation of this chapter.

27 **Section 5. Severability.** The provisions of this Ordinance are declared to be severable and
28 if any section, sentence, clause, or phrase of this Ordinance shall for any reason be held to be
29 invalid or unconstitutional, such decision shall not affect the validity of the remaining sections,
30 sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the
31 legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

1 **Section 6. Repeal of Laws in Conflict.** All ordinances or parts of ordinances in conflict
2 herewith are hereby repealed to the extent of such conflict.

3 **Section 7. Codification.** Section 2 of the Ordinance may be made a part of the Town
4 Code of Ordinances and may be re-numbered or re-lettered to accomplish such, and the word
5 “ordinance” may be changed to “section,” “division,” or any other appropriate word.

6 **Section 8. Effective Date.** This Ordinance shall be effective immediately upon adoption
7 at second reading.

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

10
11 Mayor Natasha Moore _____
12 Vice Mayor David Stern _____
13 Commissioner Judith Goldberg _____
14 Commissioner Don Peters _____
15 Commissioner Jason Chudnofsky _____
16

17 PASSED on first reading at the Regular Commission meeting held on this _____ day of
18 _____, 2026.

19
20 The foregoing Ordinance was moved by _____, seconded by
21 _____ and upon being put to the vote, the vote was as follows:

22
23 Mayor Natasha Moore _____
24 Vice Mayor David Stern _____
25 Commissioner Judith Goldberg _____
26 Commissioner Don Peters _____
27 Commissioner Jason Chudnofsky _____
28

29
30 PASSED AND ADOPTED on second and final reading at the Regular Commission meeting held
31 on this _____ day of _____, 2026.

32
33
34 _____
35 Natasha Moore, Mayor

36 ATTEST:

37 **REVIEWED FOR LEGAL SUFFICIENCY**

38
39
40 _____
41 Lanelda Gaskins, MMC
42 Town Clerk

43 _____
Leonard G. Rubin, Town Attorney
Town of Highland Beach

1 **WHEREAS**, this Ordinance is not intended to conflict with state law but to supplement it
2 with reasonable local regulations consistent with and permitted by Chapter 316, Florida Statutes,
3 and applicable provisions of Florida Senate Bill 382 (2026);

4 **WHEREAS**, the Board of County Commissioners has conducted a duly noticed public
5 hearing to consider this Ordinance in accordance with section 125.66, Florida Statutes

6 **NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY**
7 **COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, THAT:**

8 **Section 1. Title**

9 This Ordinance shall be titled the Micromobility Device Ordinance.

10 **Section 2. Applicability**

11 This Ordinance shall be applicable Countywide.

12 **Section 3. Definitions**

13 The following words, when used in this Ordinance, shall have the meanings respectively
14 ascribed to them in this section, except where the context otherwise requires:

15 (1) "Unclassified Electric Bicycle" (Alt. Overpowered Electric Bicycle") shall include a
16 bicycle-style device equipped with an electric motor that exceeds the speed or motor-power
17 limitations applicable to Class 3 electric bicycles as defined in Section 316.003, Florida
18 Statutes, or that does not otherwise comply with the equipment requirements governing
19 electric bicycles under Section 316.20655, Florida Statutes..

20 (2) "Electric bicycle or "E-Bike" shall have the same meaning as provided in section
21 316.003, Florida Statutes, and shall include Class 1, Class 2, and Class 3 electric bicycles.

22 (3) "Share-Use Path" means a facility physically separated from motorized vehicular traffic
23 by an open space or barrier, which may be within the highway right-of-way or within an
24 independent right-of-way, and which is intended for use by pedestrians, bicyclists, and
25 other non-motorized users; this includes County-maintained multiuse paths and trails.

26 (4) "County Facilities" means property, sidewalks, parks, trails, shared-use paths,
27 recreational areas, and other facilities owned, controlled, or maintained by the County.

28 (5) "Operator" means a person who rides or controls a micromobility device, including
29 electric bicycle.

30 (6) "Personal Assistive Mobility Device (PAMD)" includes devices used by persons with
31 disabilities pursuant to the Americans with Disability Act (ADA); PAMDs are not regulated
32 by this Ordinance.

33 **Section 4. Operation and Safety Standards**

34 (1) A micromobility device shall be operated with due care and prudence, having regard
35 for pedestrian activity, traffic conditions, visibility, and other attendant circumstances, in a
36 manner that does not endanger the safety of persons or property.

37 (2) Micromobility devices, including electric bicycles, may be operated where permitted
38 or in similar environments by law.

39 (3) Micromobility devices, including electric bicycles, shall not be operated on sidewalks
40 and share-use paths within designated commercial or high pedestrian areas, except where
41 specifically authorized.

1 (4) The County may designate zones where certain micromobility devices, including
2 electric bicycles, are prohibited, limited, or subject to reduced speeds for safety, including
3 sidewalks in high-pedestrian areas.

4 (5) Helmet Requirement.

- 5 ○ All operators and passengers under the age of sixteen (16) years shall wear
6 a properly fitted and fastened helmet that meets federal safety standards
7 when operating or riding a micromobility device or electric bicycle within
8 Palm Beach County.
- 9 ○ This requirement is adopted to promote public safety and reduce the risk of
10 head injuries associated with micromobility device use.
- 11 ○ This section shall be enforced and interpreted in a manner consistent with
12 sections 316.2065 and 316.2128, Florida Statutes, and other applicable state
13 laws.

14 **Section 7. Youth Safety Requirements**

15 (1) No person under the age of sixteen (16) years shall operate a micromobility device,
16 including an electric bicycle, capable of speeds exceeding twenty (20) miles per hour.

17 (1)(a) A parent or legal guardian shall not knowingly provide, supply, or permit a minor to
18 operate a micromobility device that does not meet the definition or operational limits
19 applicable under Florida Statutes for lawful operation as a bicycle, electric bicycle, or
20 micromobility device.

21 (2) A bicycle may not carry more persons at one time than the number for which it is
22 designed or equipped.

23 (3) Operators of micromobility devices, including electric bicycles, shall carry valid
24 government-issued photographic identification, including but not limited to a state-issued
25 driver's license or identification card, United States passport, or United States military
26 identification card.

27 **Section 8. Enforcement**

28 In addition to other remedies available at law or equity, this Ordinance shall be enforced
29 by the Palm Beach County Sheriff's Office, municipal law enforcement agencies, and
30 School District Police within their respective jurisdictions as permitted by law. This
31 Ordinance is enforceable by all means provided by law, including but not limited to suit in
32 a court of competent jurisdiction or other appropriate proceedings or actions.

33 **Section 9. Penalty**

34 Any violation of any portion of this Ordinance shall be punishable as provided by law.

35 **Section 10. Exemptions**

36 This Ordinance shall not apply to:

37 (1) Law enforcement or emergency personnel performing official duties;

38 (2) Authorized government operations, meaning the official use of micromobility devices
39 by employees or contractors of a federal, state, or local government agency while
40 performing duties within the scope of their employment or contract, including but not
41 limited to code enforcement, parks maintenance, public works inspection, and law
42 enforcement patrol;

43 (3) PAMDs used by persons with disabilities

44 **Section 11. Municipal Opt-Out Provision**

1 (1) Any municipality within the County may elect to opt out of the provisions of this
2 Ordinance by adopting an ordinance or resolution expressly stating its intent not to be
3 governed by this Ordinance.

4 (2) Upon adoption of such ordinance or resolution, the municipality shall provide written
5 notice to the County.

6 (3) In the event a municipality elects to opt out, the provisions of this Ordinance shall not
7 apply within the municipal boundaries of that municipality.

8 (4) Nothing herein shall prohibit a municipality from adopting its own regulations
9 governing micromobility devices, provided such regulations are consistent with applicable
10 state law.

11 **Section 12. Data Collection and Reporting Framework**

12 (1) Law enforcement agencies operating within the County are encouraged to track and
13 maintain data related to incidents involving micromobility devices, including electric
14 bicycles. Such data should include:

- 15 ○ Date and time of crash
- 16 ○ Type of micromobility device
- 17 ○ Class of electric bicycle, if applicable
- 18 ○ Age of operator

19 (2) The Criminal Justice Commission (CJC), in coordination with the Law Enforcement
20 Planning Council (LEPC), may:

- 21 ○ Compile and analyze countywide data trends involving micromobility
22 devices, including electric bicycles
- 23 ○ Provide periodic reports to the Board of County Commissioners
- 24 ○ Use findings to inform policy, enforcement strategies, and public safety
25 initiatives

26 **Section 13. Repeal of Laws in Conflict**

27 All local laws and ordinances in conflict with any provisions of this Ordinance are hereby
28 repealed to the extent of such conflict.

29 **Section 14. Severability**

30 If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason
31 held by a Court of competent jurisdiction to be unconstitutional, inoperative, or void, such
32 holding shall not affect the remainder of this Ordinance.

33 **Section 15. Inclusion in the Code of Laws and Ordinances**

34 The provisions of this Ordinance shall become and be made a part of the Palm Beach
35 County Code of Ordinances. The sections of this Ordinance may be renumbered or re-
36 lettered to accomplish such, and the word Ordinance may be changed to section, article, or
37 other appropriate word.

38 **Section 16. Captions**

39 The captions, section headings, and section designations used in this Ordinance are for
40 convenience only and shall have no effect on the interpretation of the provisions of this Ordinance.

1 **Section 17. Effective Date**

2 The provisions of this Ordinance shall become effective upon filing with the Department
3 of State.

4 **APPROVED AND ADOPTED** by the Board of County Commissioners of Palm Beach
5 County, Florida, on this _____ day of _____, 2026.

6
7 **MICHAEL A. CARUSO, CLERK OF THE**
8 **CIRCUIT COURT & COMPTROLLER**

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

9
10
11 **By:** _____
12 **Deputy Clerk**

By: _____
Sara Baxter, Mayor

13
14 **APPROVED AS TO FORM AND**
15 **LEGAL SUFFICIENCY**

APPROVED AS TO TERMS AND
CONDITIONS

16
17 **By:** _____
18 **Assistant County Attorney**

By: _____
CJC Executive Director

19
20 **EFFECTIVE DATE:** Filed with the Department of State on the _____ day of
21 _____, 2026.

DRAFT

ORDINANCE INITIATION

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

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

INTRODUCTION TOWN COMMISSION

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



ADVISORY BOARD(S)

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

TOWN COMMISSION -- 1st READING

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

TOWN COMMISSION -- 2nd READING/PUBLIC HEARING

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

TOWN STAFF -- ADOPTION & IMPLEMENTATION

File Attachments for Item:

E. Preliminary Fiscal Year 2027 Operating Budget Presentation



Preliminary FY 2027 Operating Budget (75%)

June 16, 2026





FY 2027 Preliminary Budget Overview

- Maintain Total Millage Rate at 3.5875 for now
 - Recognized an 4.1% increase in Taxable Value (Property Appraiser)
- Focused Heavy on Capital in FY2026
- Stabilizing expenditures for potential legislative changes for the following year.
- Funding of salaries and benefits
 - Staff Compensation estimated at 5%-10%
 - Health Insurance estimated at 10% assumed
 - Pension Contributions at 2%-4% assumed
- General Insurance Increased at 7-10%
- Slight Increase In Building Fund Transfers to General Fund
- Water and Sewer Rates increase by 5%



FY 2025/2026 Accomplishments

- Fire Rescue Department – Operations Commenced
- Marine Accessory Structures Ordinance
- Home Based Occupation Ordinance
- Police Assigned Vehicle Program
- Lift Station No. 3 Reconstruction
- Water Treatment Plant Upgrades and Replacements
- Lift Station No. 1 Pumps
- Bel Lido Bridge Repair



FY 2025 / 2026 Strategic Projects/Initiatives

- PD Marine Docking Facility - Budgeted with future Budget Amendments
- PD Real Time Security Center/ New Entrance – Budgeted in FY2026
- Embedded Crosswalk Lighting – Budgeted in FY2026
- Sanitary Sewer Lining Projects – Budgeted in FY2026
- Lift Station No. 2 Rehabilitation – Budgeted in FY2026
- Comprehensive Plan Update
- Old Fire Station Reconstruction – Budgeted with future Budget Amendments
- CIP Projects:
 - New roof/Windows (BLDG/WTP)
 - Repaving Campus/Landscape Enhancements/ADA Upgrades
 - HVAC Chiller
 - WTP R&R (Acid Bulk/Day Tank, Mezzanine, Well No. 8 Study)



FY 2027 Preliminary Millage Rate

- Proposed Operating Millage Rate **3.427 Mills**
- Proposed Debt Service Millage Rate 0.1648 Mills
(Fire)
- Combined Proposed Millage **3.5875 Mills**

Maintained millage rate since October 1, 2022 (FY2023)



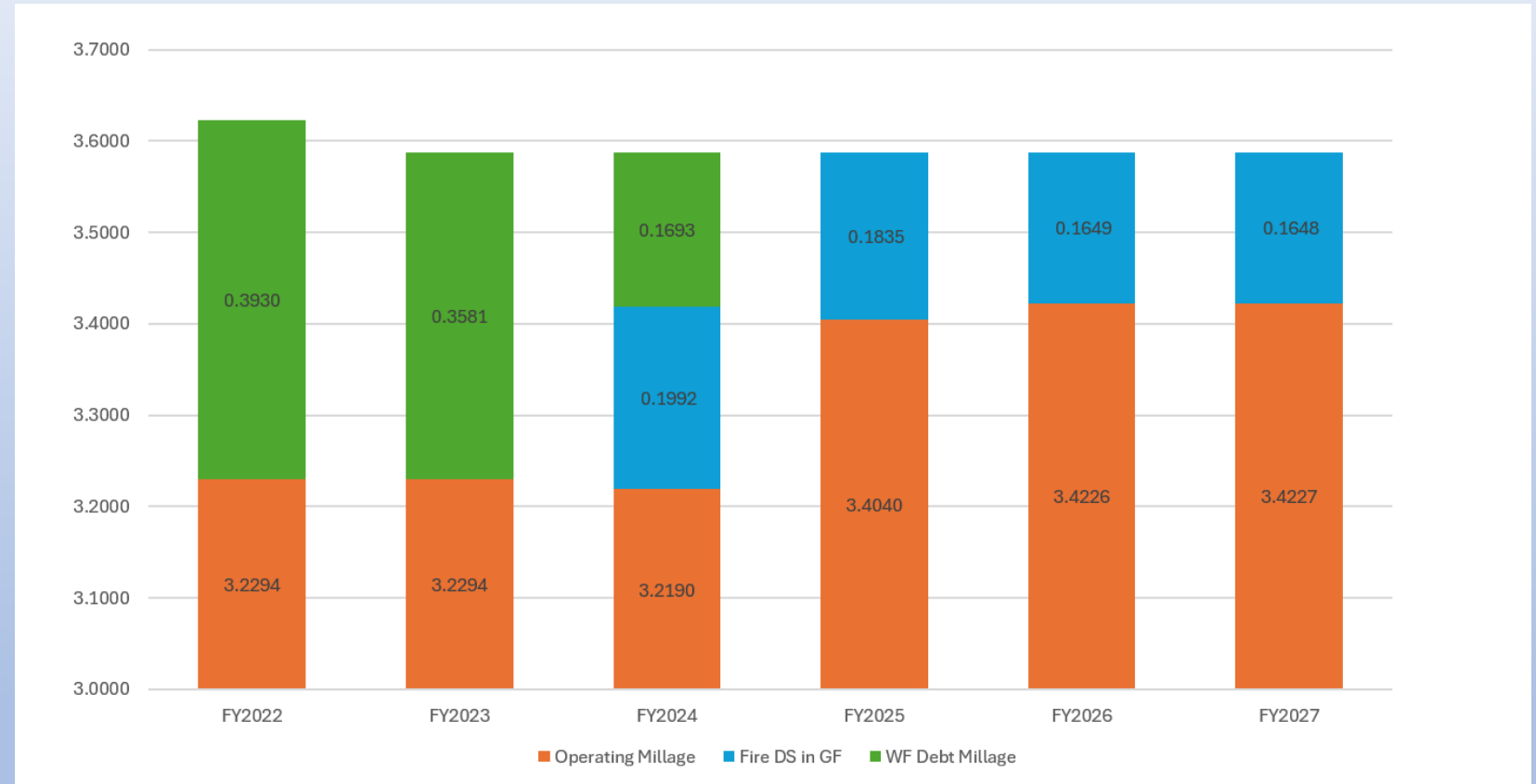
	INTERFUND TRANSFERS				
	General Fund	Building Fund	Water Fund	Sewer Fund	All Funds
Transfer In	\$ 1,450,000	\$ 55,000	\$ 300,000		\$ 1,805,000
Transfer Out	\$ (55,000)	\$ (900,000)	\$ (550,000)	\$ (300,000)	\$ (1,805,000)
Net Transfer In/(Out)	\$ 1,395,000	\$ (845,000)	\$ (250,000)	\$ (300,000)	\$ -

INTERFUND TRANSFERS



Town's Preliminary Tax Rate

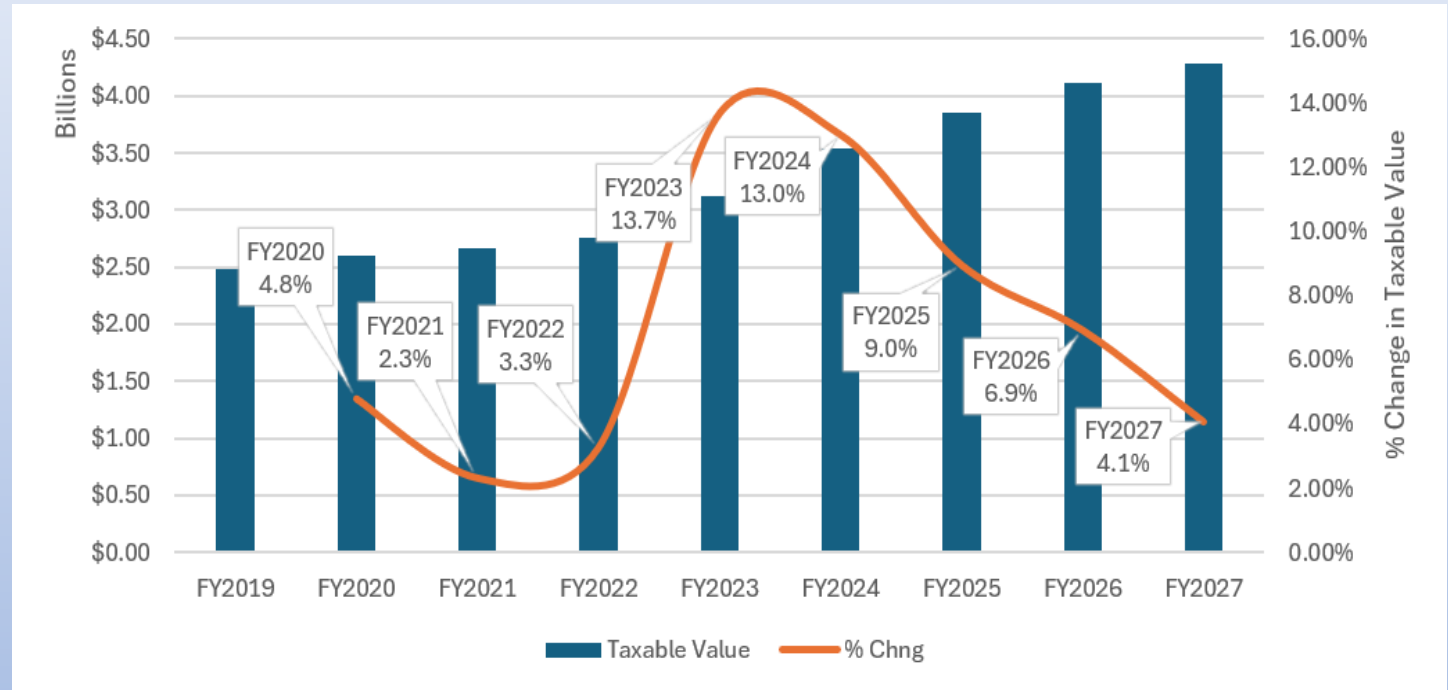
- In FY2022 our Millage Rate was 3.6224 mills
- Since FY2023 our Millage Rate has consistently remained at 3.5875 mills
- For FY2027 we are tentatively recommending maintaining the Millage Rate at 3.5875 mills
- Potential Legislation may modify rate now and in the future





Town's Taxable Assessed Value

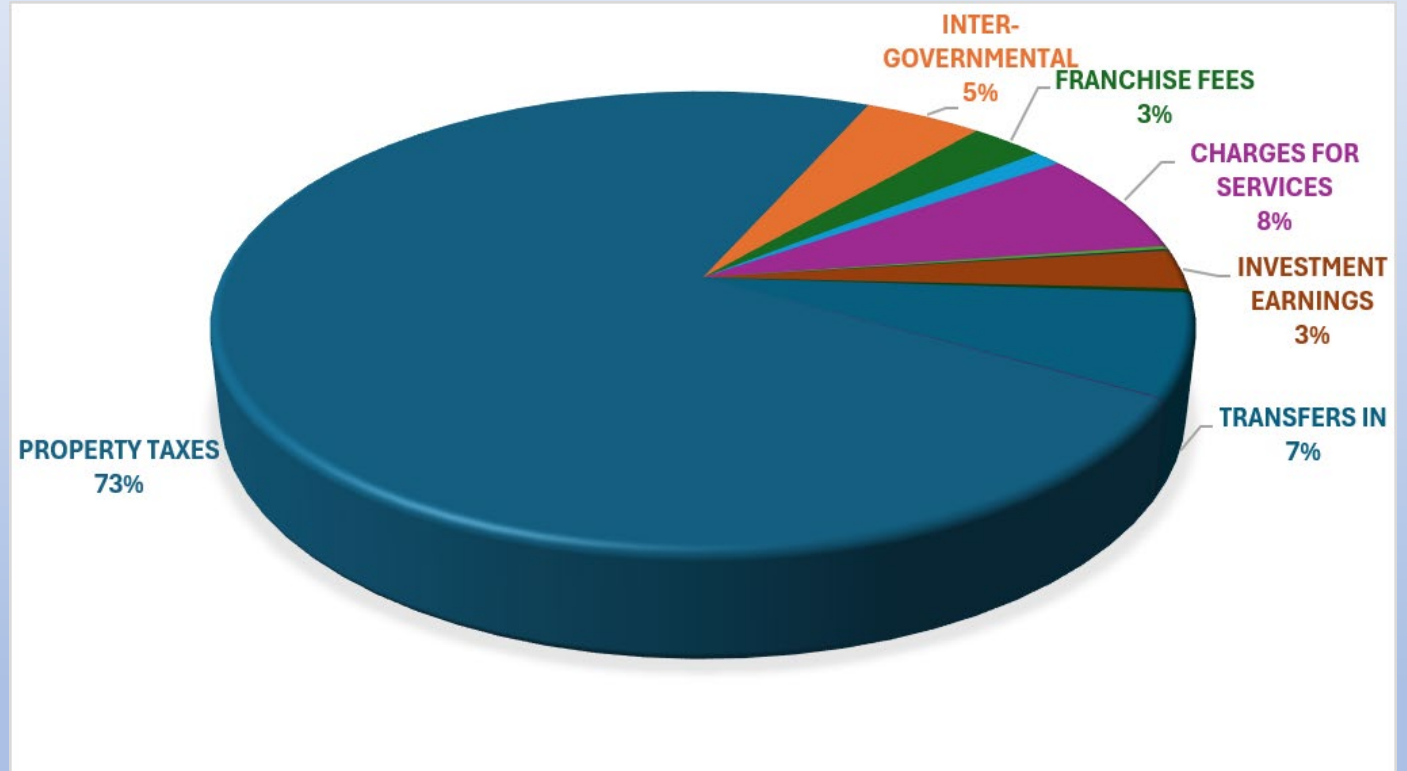
- Steep Incline to a gradual decrease
- \$4.3B in Taxable Assessed Value
- 7.6% Average increase in Taxable Assessed Value from FY2020 to FY2026
- 4.1% increases for FY2027





Preliminary FY2027 General Fund Revenues

- FY2027 General Fund Budgeted Revenues are estimated to be approximately \$20.1M
- \$14.8M or 73% From Property Taxes





Preliminary FY2027 General Fund Revenues (Cont.)

	ACTUALS				ESTIMATES				REVENUES	
	FY2023	FY2024	FY2025	FY2026	FY2025 BUDGET	FY2026 BUDGET	FY2027 BUDGET	FY2027 vs FY2026 Budget		
PROPERTY TAXES	\$ 10,844,053	\$ 12,246,292	\$ 13,356,075	\$ 14,158,566	\$ 13,243,591	\$ 14,150,000	\$ 14,753,012	\$ 603,012	4.3%	
INTER-GOVERNMENTAL	915,933	897,199	891,443	863,852	936,900	941,263	938,900	(2,363)	-0.3%	
FRANCHISE FEES	589,333	562,460	558,497	579,778	525,000	577,990	581,000	3,010	0.5%	
SALES AND USE TAX	262,309	233,829	214,989	234,236	265,000	226,517	227,000	483	0.2%	
CHARGES FOR SERVICES	821,489	1,080,262	1,448,597	1,470,106	1,111,000	1,418,500	1,482,145	63,645	4.5%	
GRANTS	21,012	1,522,699	531,369	73,683	483,324	46,292	46,292	-	0.0%	
FINES AND FORFEITURES	50,841	12,651	44,626	6,494	14,800	30,361	25,700	(4,661)	-15.4%	
INVESTMENT EARNINGS	345,064	757,380	460,040	458,054	505,000	510,000	560,000	50,000	9.8%	
RENTS AND LEASES	77,207	67,180	59,244	64,306	56,000	58,000	58,000	-	0.0%	
OTHER FINANCING SOURCES	11,047	5,263,926	32,000	500	20,000	-	-	-	0.0%	
TRANSFERS IN	900,004	1,050,000	1,050,000	1,250,000	1,050,000	1,250,000	1,450,000	200,000	16.0%	
MISCELLANEOUS REVENUES	29,026	23,487	11,909	83,766	10,000	10,000	10,000	-	0.0%	
APPROP FROM RESERVES	3,542,838	-	-	-	-	-	-	-	0.0%	
	\$ 18,410,156	\$ 23,717,365	\$ 18,658,789	\$ 19,243,341	\$ 18,220,615	\$ 19,218,923	\$ 20,132,049	\$ 913,126	4.8%	
% Change YOY		29%	-21%	3%		5%	5%			

- Overall General Fund Revenues will increase by approximately 4.8% as compared to our FY2026 Budget.
 - Increase in Property Taxable Value
 - 7% Increase in Solid Waste per Contract (Garbage Collection Fees) slightly reduced by lower anticipated other charges for services
 - Increases in Transfers from Building Fund
 - No draw from Reserves anticipated for the FY2027 Budget Cycle



Preliminary FY 2027 General Fund Expenditures

	EXPENDITURES								
	ACTUALS		ESTIMATES		FY2025	FY2026	FY2027	FY2027 vs FY2026 Budget	
	FY2023	FY2024	FY2025	FY2026	BUDGET	BUDGET	BUDGET		
OPERATING EXPENSES	\$ 7,848,088	\$ 6,332,525	\$ 3,767,759	\$ 3,869,491	\$ 4,083,954	\$ 4,479,466	\$ 4,733,145	\$ 253,679	5.7%
PERSONAL SERVICES	5,375,291	8,174,255	10,998,617	12,032,764	11,026,000	12,097,461	13,046,513	949,052	7.8%
CAPITAL OUTLAY	4,186,247	6,783,894	1,140,984	1,153,047	2,229,409	1,620,089	1,026,700	(593,389)	-36.6%
DEBT SERVICE	14	677,719	732,973	733,215	677,960	677,961	733,215	55,254	8.2%
TRANSFERS OUT	1,000,516	506,753	54,998	54,996	55,000	55,000	55,000	-	0.0%
APPROP TO RESERVES	-	1,242,219	1,963,458	1,399,828	148,292	288,946	537,476	248,530	100.0%
	\$ 18,410,156	\$ 23,717,365	\$ 18,658,789	\$ 19,243,341	\$ 18,220,615	\$ 19,218,923	\$ 20,132,049	\$ 913,126	4.8%
Expenses before transfers to reserves	\$ 18,410,156	\$ 22,475,146	\$ 16,695,331	\$ 17,843,513	\$ 18,072,323	\$ 18,929,977	\$ 19,594,573		
% Change YOY		22%	-26%	7%		5%	4%		

- Increase in Personal Cost related to:
 - Cost of living wage adjustments assumed at 5% - 10% (varies by contract)
 - Health Insurance and Retirement Contributions increases (waiting on final #'s)
- Increase in Operating Expense related to Repair & Maintenance and Fire Rescue
- Decrease in Capital Outlay (Many projects in progress for FY2026)
- Increase in Appropriation to Reserves to Future Fund Capital Needs/Budget Balance



Preliminary FY2027 General Fund Expenditures (Cont.)

Each Department includes Labor & Related Costs, Operating Costs, Capital Costs and Debt Service Costs (Where applies) directly related to that department

DEPT	ACTUALS		ESTIMATES		FY2025 BUDGET	FY2026 BUDGET	FY2027 BUDGET	FY2027 vs FY2026 Budget	
	FY2023	FY2024	FY2025	FY2026					
TOWN COMMISSION	\$ 209,323	\$ 203,714	\$ 320,612	\$ 380,636	\$ 358,685	\$ 379,200	\$ 294,500	\$ (84,700)	-22.3%
TOWN MANAGER	546,953	663,115	648,574	639,328	743,385	807,441	805,401	(2,040)	-0.3%
TOWN CLERK	357,076	335,440	404,335	417,964	502,513	464,391	540,200	75,809	16.3%
FINANCE	580,903	596,112	583,916	408,000	636,000	437,750	414,550	(23,200)	-5.3%
LEGAL	93,973	84,147	-	-	-	-	-	-	0.0%
PUBLICWORKS	339,761	396,097	611,703	904,706	1,506,660	1,418,761	1,471,500	52,739	3.7%
POST OFFICE	129,007	100,854	-	-	-	-	-	-	0.0%
SHARED SERVICES	711,352	683,787	655,304	885,047	690,634	922,750	860,500	(62,250)	-6.7%
POLICE	3,012,376	3,663,511	5,047,171	5,440,020	5,388,579	5,962,236	5,557,049	(405,187)	-6.8%
FIRE RESCUE	10,352,313	13,144,057	6,129,953	6,349,655	5,914,906	6,400,203	6,930,612	530,409	8.3%
SOLID WASTE	635,366	967,663	1,084,387	1,173,542	1,085,350	1,150,625	1,250,000	99,375	8.6%
LIBRARY	441,237	452,177	476,659	511,658	493,651	529,350	637,300	107,950	20.4%
	<u>\$17,409,640</u>	<u>\$21,290,674</u>	<u>\$15,962,614</u>	<u>\$ 17,110,556</u>	<u>\$17,320,363</u>	<u>\$18,472,707</u>	<u>\$18,761,612</u>	<u>\$ 288,905</u>	<u>1.6%</u>

- Public Safety Departments accounts for 67% of the General Fund Preliminary Budget.
- Moved Legal Expenditures into Town Manager Department
- Closed Post Office in June 2024
- Moved Staff from Finance to Shared Services.
- Lower Capital Expenditures within most departments



Preliminary FY2027 General Fund Balance

FUND BALANCE HISTORY REPORT FOR:

	FY2023	FY2024	FY2025	FY2026	FY2027
	Audited	Audited	Audited	Estimate	Estimate
GENERAL FUND					
Budget Stabilization	\$ 1,809,496	\$ 2,560,719	\$ 2,847,799	\$ 2,944,180	\$ 3,233,105
Disaster Recovery	1,809,496	2,560,719	2,847,799	2,944,180	3,233,105
Fire Rescue	4,320,312	250,000	500,000	500,000	500,000
Other	66,855	138,798	429,047	429,047	429,047
Unassigned	986,865	2,786,165	3,631,141	4,838,208	4,797,834
	\$ 8,993,024	\$ 8,296,401	\$ 10,255,786	\$ 11,655,614	\$ 12,193,090

Days cash on Unrestricted Cash only

GENERAL FUND - FUND BALANCE

	FY2025 Audited	FY2026 Estimate	FY2027 Estimate
Beginning Balance		\$10,255,786	\$11,655,614
+ To Reserves		1,399,828	537,476
- From Reserves		-	-
Ending Balance	\$10,255,786	\$11,655,614	\$12,193,090
Days Operating Cash	241	255	240
Days Operating Cash (Includes CapX)	224	238	227



GENERAL FUND - UNASSIGNED

	FY2025 Audited	FY2026 Estimate	FY2027 Estimate
Beginning Balance		\$ 3,631,141	\$ 4,838,208
+ To Reserves		1,207,067	
- From Reserves		-	(40,374)
Ending Balance	\$ 3,631,141	\$ 4,838,208	\$ 4,797,834
Days Operating Cash	85	106	94
Days Operating Cash (Includes CapX)	79	99	89

- Fund Balance continues to remain strong.
- Town continues to maintain a nice balance of Unrestricted and Restricted Funds.
- Budget Stabilization & Disaster Recovery are 16.5% of Approved Budget for each

DESCRIPTION	BALANCE AS OF 9/30/2023	BALANCE AS OF 9/30/2024	BALANCE AS OF 9/30/2025	ESTIMATE FOR 9/30/2026	ESTIMATE FOR 9/30/2027
PNC OPERATING ACCT -1035	443,937.40	164,489.11	246,647.77	246,647.77	246,647.77
PAYROLL ACCOUNT NATIONAL CITY	110.26	110.26	110.26	110.26	110.26
PNC RESERVE ACCOUNT -9084	37,007.04	85,254.14	52,951.45	52,951.45	52,951.45
PNC MONEY MARKET- 5058	1,990,087.39	5,361,711.00	2,401,308.97	2,401,308.97	2,401,308.97
FLORIDA PRIME	3,525,554.59	3,725,869.56	11,678,507.83	11,678,507.83	11,678,507.83
PNC CUSTODIAL ACCT	12,091,452.98	8,845,455.61	5,689,415.54	5,326,686.54	4,660,640.54
	<u>18,088,149.66</u>	<u>18,182,889.68</u>	<u>20,068,941.82</u>	<u>19,706,212.82</u>	<u>19,040,166.82</u>
GENERAL FUND EQUITY	8,993,024.29	8,319,124.20	10,424,529.61	11,824,357.61	12,361,833.61
OPEN SPACE & RECREATION EQUITY	240,552.23	251,100.40	263,685.87	263,685.87	263,685.87
LIBRARY DONATION EQUITY	8,522.71	9,246.60	10,274.80	10,274.80	10,274.80
SALES TAX FUND-EQUITY	614,051.32	633,615.32	498,198.11	498,198.11	498,198.11
SPECIAL LAW ENFORCEMENT EQUITY	7,140.43	7,453.49	7,827.05	7,827.05	7,827.05
BUILDING FUND EQUITY	3,038,406.40	3,720,676.49	4,569,281.88	4,669,423.88	3,915,111.88
WATER SYSTEM EQUITY	2,742,282.14	2,209,838.22	1,341,924.28	1,022,019.28	572,809.28
SEWER SYSTEM EQUITY	2,444,170.14	3,031,834.96	2,953,220.22	1,410,426.22	1,410,426.22
	<u>18,088,149.66</u>	<u>18,182,889.68</u>	<u>20,068,941.82</u>	<u>19,706,212.82</u>	<u>19,040,166.82</u>

Cash in
Different
Institutions

What each
Fund has in
Cash



Preliminary FY2027 CASH AND ALLOCATION



Preliminary FY2027 Building Department (Revenues)

	ACTUALS				REVENUES			FY2027 vs FY2026 Budget	
	FY2023	FY2024	FY2025	FY2026	FY2025 BUDGET	FY2026 BUDGET	FY2027 BUDGET		
CHARGES FOR SERVICES	\$ 2,354,202	\$ 2,368,762	\$ 2,546,708	\$ 2,749,942	\$ 1,973,350	\$ 2,283,350	\$ 1,929,800	\$ (353,550)	-15.5%
FINES AND FORFEITURES	45,880	52,201	97,211	57,792	43,000	62,000	54,000	(8,000)	-12.9%
INVESTMENT EARNINGS	73,065	131,474	196,413	197,118	110,000	110,000	125,000	15,000	13.6%
OTHER FINANCING SOURCES	(1,238)	6,773	4,403	-	-	-	-	-	0.0%
TRANSFERS IN	54,997	55,000	54,998	55,000	55,000	55,000	55,000	-	0.0%
APPROP FROM RESERVES	-	-	-	-	201,678	619,860	754,312	134,452	21.7%
	<u>\$ 2,526,906</u>	<u>\$ 2,614,210</u>	<u>\$ 2,899,733</u>	<u>\$ 3,059,852</u>	<u>\$ 2,383,028</u>	<u>\$ 3,130,210</u>	<u>\$ 2,918,112</u>	<u>\$ (212,098)</u>	<u>-6.8%</u>
% Change YOY		3%	11%	6%		31%	-7%		

- Charges for Services within the Building Fund represent over 73% of total revenue associated with this fund. FY2027 Preliminary Budget is based on a conservative projection of FY2026 actuals.
- Preliminary estimates indicate a slight reduction/slow down of building activity for FY2027
- The Interlocal Agreement with Gulfstream continues to benefit this fund.
- Transfer In from the General Fund represents a fixed amount of allocated labor for planning and zoning activity .
- Use of Reserve Fund for Capital Improvements
- Legislative changes on how certain fees can be charged beginning in July 2026



Preliminary FY2027 Building Department (Expenditures)

	EXPENDITURES									
	ACTUALS		ESTIMATES		FY2025	FY2026	FY2027	FY2027 vs FY2026 Budget		
	FY2023	FY2024	FY2025	FY2026	BUDGET	BUDGET	BUDGET			
OPERATING EXPENSES	\$ 558,775	\$ 539,722	\$ 650,263	\$ 657,130	\$ 698,628	\$ 726,210	\$ 761,790	\$ 35,580	4.9%	
PERSONAL SERVICES	661,131	800,708	861,741	899,738	882,000	999,500	1,001,522	2,022	0.2%	
CAPITAL OUTLAY	47,411	67,418	123,422	702,842	302,400	704,500	254,800	(449,700)	-63.8%	
TRANSFERS OUT	350,004	500,000	500,000	700,000	500,000	700,000	900,000	200,000	28.6%	
APPROP TO RESERVES	909,585	706,362	764,307	100,142	-	-	-	-	0.0%	
	\$2,526,906	\$2,614,210	\$2,899,733	\$3,059,852	\$ 2,383,028	\$ 3,130,210	\$ 2,918,112	(212,098)	-6.8%	
Expenses before transfers to reserves	\$1,617,321	\$1,907,848	\$2,135,426	\$2,959,710	\$ 2,383,028	\$ 3,130,210	\$ 2,918,112			

- Overall, the budget decreased by 6.8% as compared to FY2026 Budget.
- Operating Expenses increased based on our FY2026 estimates and general inflation increases.
- Personal Cost include a general Cost of living adjustment of 5% plus increases in cost of benefits
- Transfers to the General Fund Increased by \$200K
- Reduced Capital Expenditures in FY2027 due to heavy Capital in FY2026.



Preliminary FY2027 Building Department (Fund Balance) & Capital Expenditures

- Fund Balance continues to remain healthy.
- Use of excess reserves to fund capital improvements
- Maintaining healthy Days Operating Cash
- Increase Capital Expenditures in FY2026
 - Use some Excess Reserves
 - Enhance Appearance and Function of Building

BUILDING FUND			
	FY2025	FY2026	FY2027
	Audited	Estimate	Estimate
Beginning Balance		\$4,363,293	\$4,463,435
+ To Reserves		100,142	
- From Reserves		-	(754,312)
Ending Balance	<u>\$4,363,293</u>	<u>\$4,463,435</u>	<u>\$3,709,123</u>
Days Operating Cash	792	722	508
Days Operating Cash (Includes CapX)	746	550	464

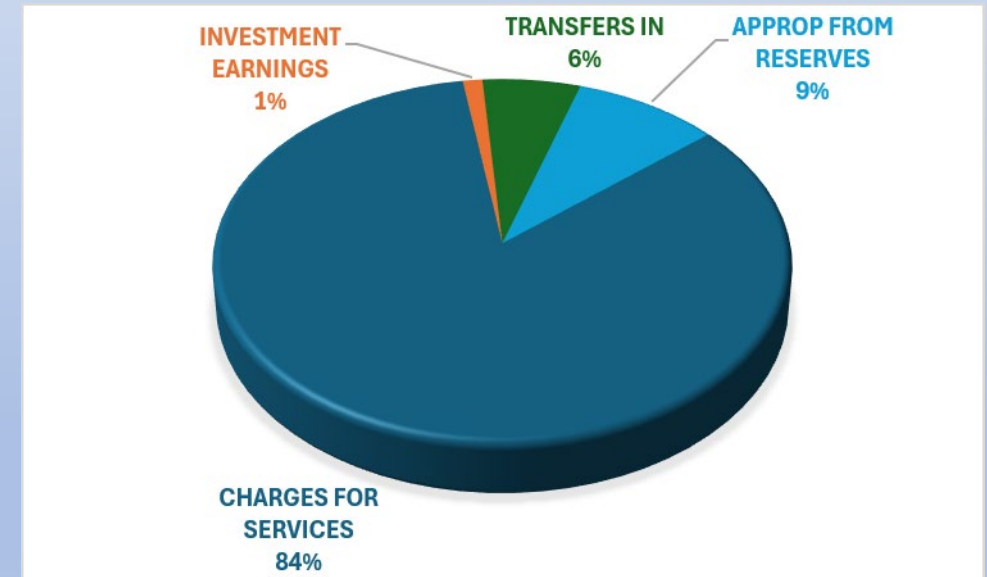
Capital Expenditures	
Resurface Town Complex	\$ 250,000
Software & Related	4,800
	<u>\$ 254,800</u>



Preliminary FY2027 Water Fund (Revenues)

					REVENUES					
		ACTUALS		ESTIMATES		FY2025	FY2026	FY2027	FY2027 vs FY2026 Budget	
	FY2023	FY2024	FY2025	FY2026	BUDGET	BUDGET	BUDGET			
CHARGES FOR SERVICES	\$ 3,028,004	\$ 3,433,654	\$ 3,669,469	\$ 3,852,943	\$ 3,702,396	\$ 3,933,064	\$ 4,148,000	\$ 214,936	5.5%	
INVESTMENT EARNINGS	137,456	144,250	129,582	67,442	125,000	120,000	60,000	(60,000)	-50.0%	
OTHER FINANCING SOURCES	5,186	2,023	-	-	-	-	-	-	0.0%	
TRANSFERS IN	1,165,519	671,753	220,000	220,000	220,000	220,000	300,000	80,000	36.4%	
MISCELLANEOUS REVENUES	-	4,220	4,463	10,000	-	-	-	-	0.0%	
APPROP FROM RESERVES	414,971	446,165	790,420	319,905	1,126,853	1,019,375	449,210	(570,165)	-55.9%	
	\$ 4,751,136	\$ 4,702,065	\$ 4,813,934	\$ 4,470,290	\$ 5,174,249	\$ 5,292,439	\$ 4,957,210	\$ (335,229)	-6.3%	
% Change YOY		-1%	2%	-7%		2%	-6%			

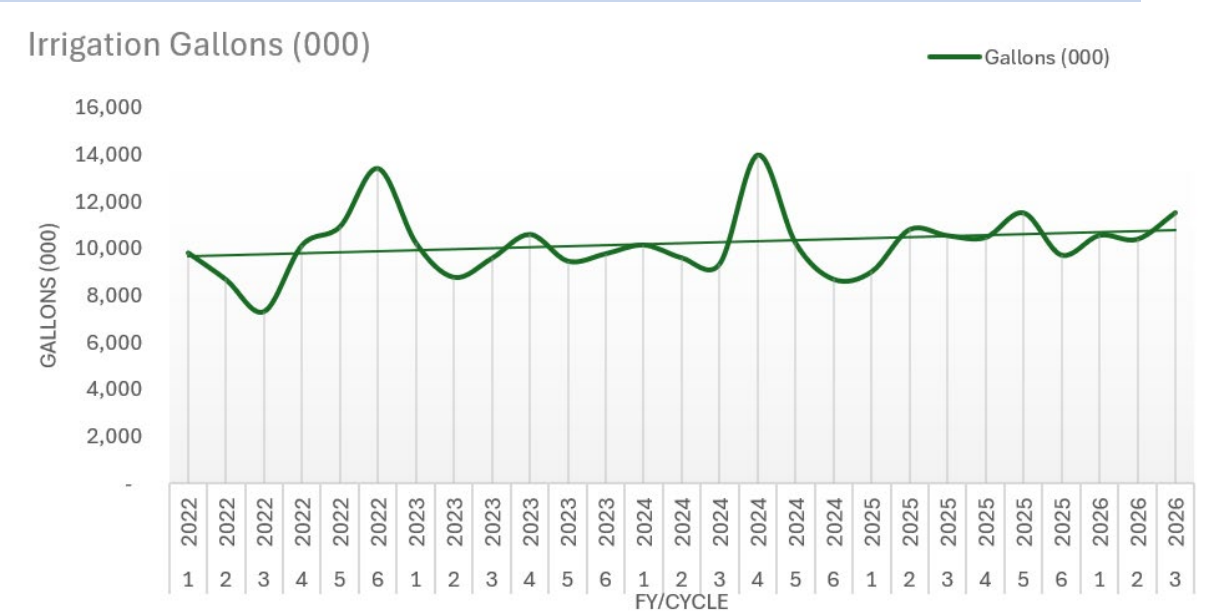
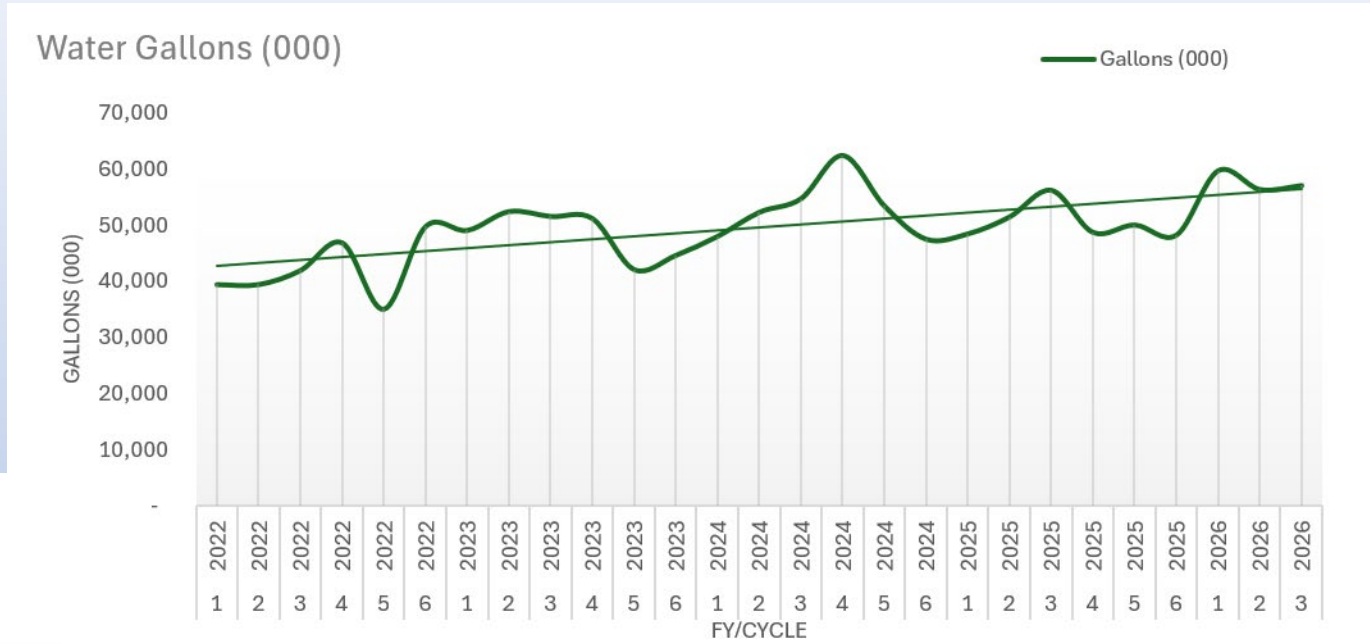
- Overall decrease in revenues of -6.3% (5% rate increase offset by lower available transfer from reserves)
- Increased the Transfer In from Sewer Fund from \$220K to \$300K





Preliminary FY2027 Water Fund (Revenue Data)

- Compared to the prior year (FY2025), Water **Usage** is up by 10.8%

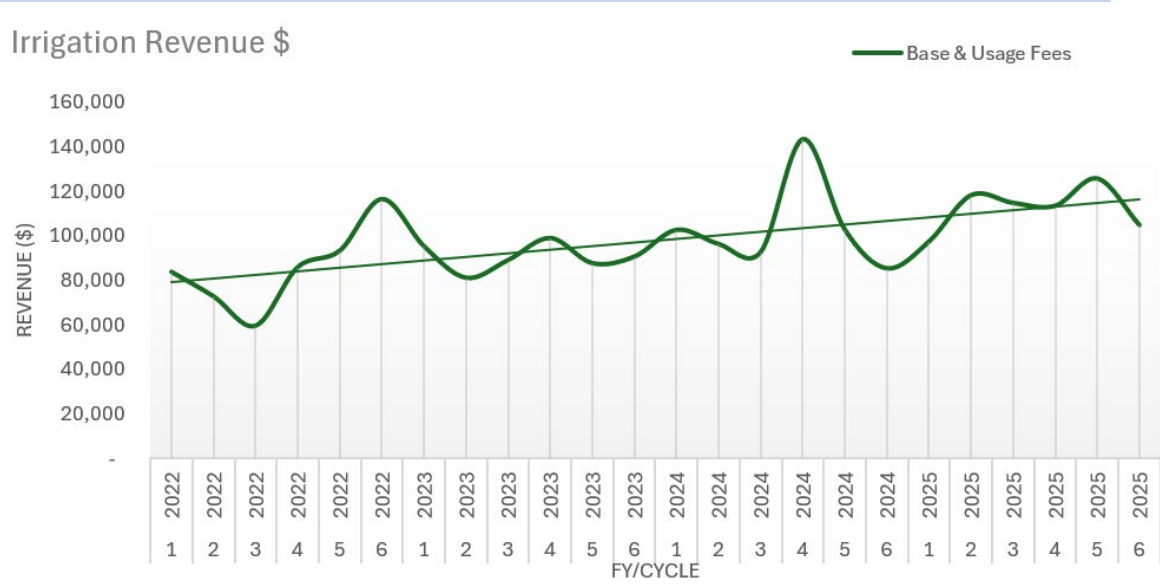
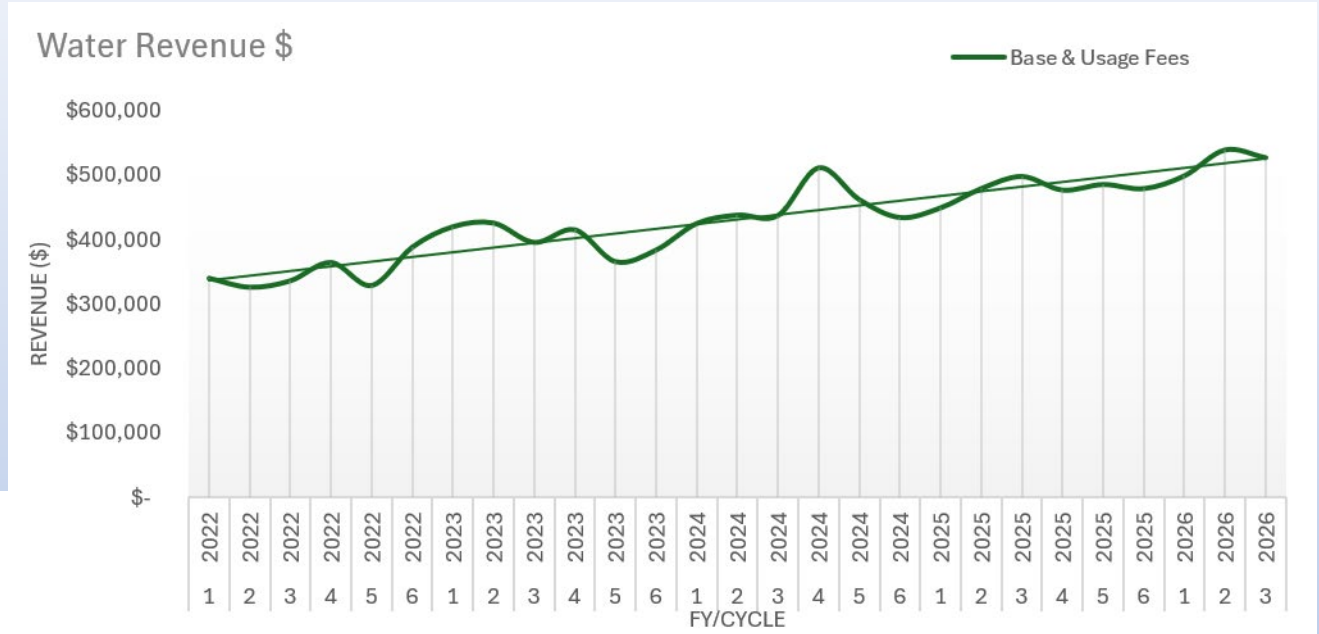


- Compared to the prior year (FY2025), Irrigation **Usage** is up by 6.9%



Preliminary FY2027 Water Fund (Revenue Data)

- Compared to the prior year (FY2025), Water **Revenue** is anticipated to be up by 9.8%



- Compared to the prior year (FY2025), Irrigation **Revenue** is anticipated to be up by 11.8%



Preliminary FY2027 Water Fund (Expenditures)

	EXPENDITURES								
	ACTUALS		ESTIMATES		FY2025	FY2026	FY2027	FY2027 vs FY2026 Budget	
	FY2023	FY2024	FY2025	FY2026	BUDGET	BUDGET	BUDGET		
OPERATING EXPENSES	\$ 1,063,830	\$ 1,389,826	\$ 1,189,723	\$ 1,285,999	\$ 1,701,861	\$ 1,659,000	\$ 1,657,000	\$ (2,000)	-0.1%
PERSONAL SERVICES	1,202,443	1,237,710	1,368,441	1,523,522	1,369,000	1,545,000	1,639,441	94,441	6.1%
CAPITAL OUTLAY	385,670	344,548	895,001	300,000	742,619	727,670	300,000	(427,670)	-58.8%
DEBT SERVICE	1,549,193	1,179,981	810,769	810,769	810,769	810,769	810,769	-	0.0%
TRANSFERS OUT	550,000	550,000	550,000	550,000	550,000	550,000	550,000	-	0.0%
APPROP TO RESERVES	-	-	-	-	-	-	-	-	0.0%
	<u>\$ 4,751,136</u>	<u>\$ 4,702,065</u>	<u>\$ 4,813,934</u>	<u>\$ 4,470,290</u>	<u>\$ 5,174,249</u>	<u>\$ 5,292,439</u>	<u>\$ 4,957,210</u>	<u>\$ (335,229)</u>	<u>-6.3%</u>
% Change YOY		-1%	2%	-7%		2%	-6%		

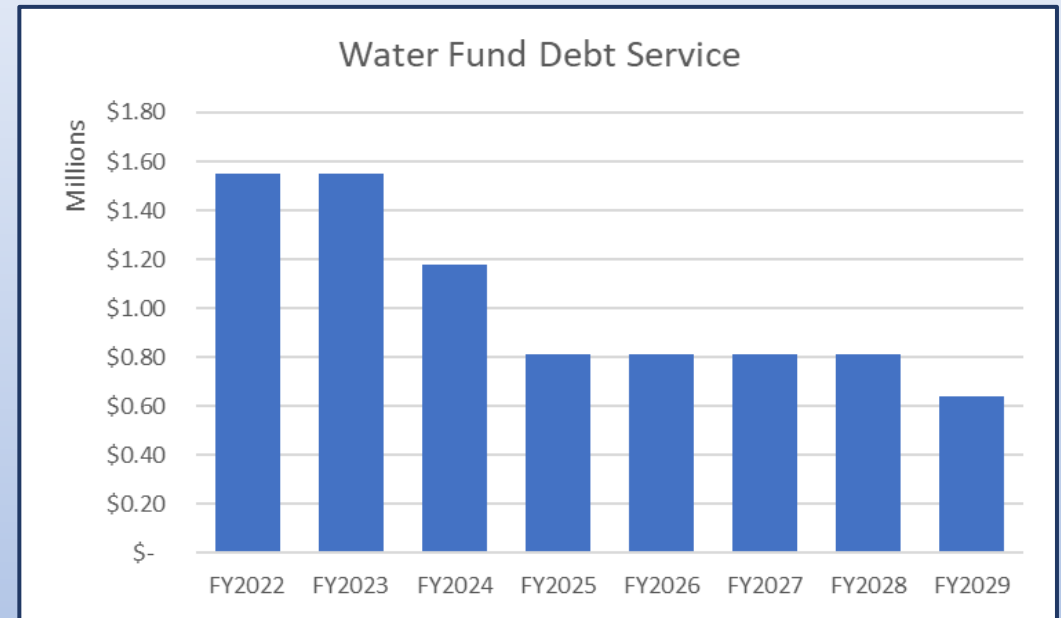
- 6% increase in Salaries & Related (Department is fully staffed).
- Preliminary Operations budget based on FY2026 projected expenditures.
- Reduction in Capital Project Expenditures due to cash position, but maintained Renewal & Replacement expenditures in Operating Expenses
- Overall decrease in expenditures of -6.3% primarily due to the reduction in capital.



Preliminary FY2027 Water Fund (Expenditure Data)

- Next Debt Service reduction is in FY2029 of \$296K

Loan No.	Pmt Months	Annual Debt Service	Maturity Day	Int Rate
500200	Mar & Sept	\$ 198,311	Sep-2030	2.82%
500210	Jun & Dec	263,473	Dec-2037	1.18%
500201	Mar & Sept	52,136	Sep-2030	2.61%
BOA	All	296,880	Feb-2029	3.41%
		<u>\$ 810,800</u>		





Preliminary FY2027 Water Net Position

- Net Position decreases due to utilizing excess cash to fund capital needs.
- 85 days of Unrestricted Net Position.
- Delay of Capital Projects to buildup cash

WATER FUND			
	FY2025	FY2026	FY2027
	Audited	Estimate	Estimate
Beginning Balance		\$ 1,857,992	\$ 1,538,087
+ To Reserves		-	
- From Reserves		(319,905)	(449,210)
Ending Balance	<u>\$ 1,857,992</u>	<u>\$ 1,538,087</u>	<u>\$ 1,088,877</u>
Days Operating Cash	173	135	85
Days Operating Cash (Includes CapX)	141	126	80

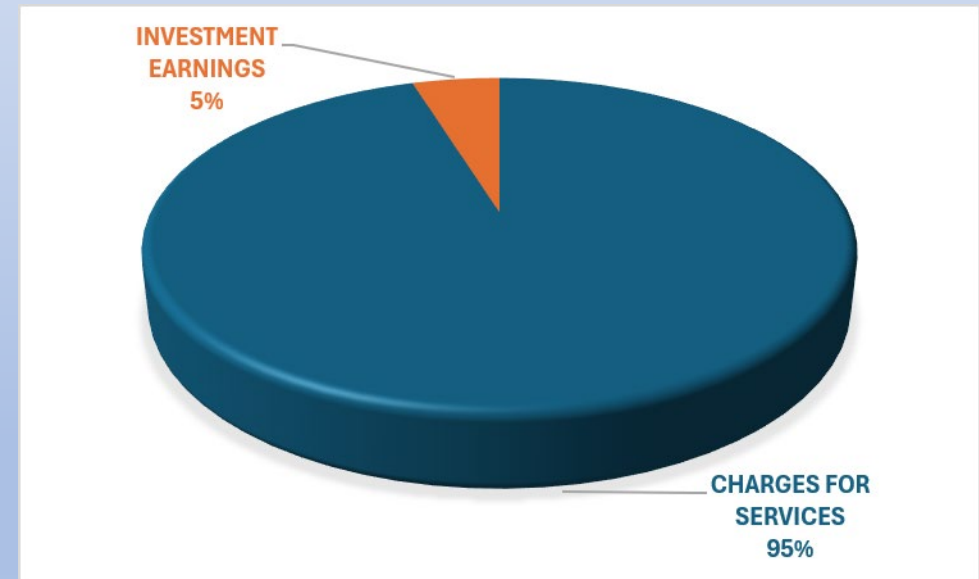
Capital Projects	
Clearwell Transfer Pumps	300,000
	<u>\$ 300,000</u>



Preliminary FY2027 Sewer Fund (Revenues)

	ACTUALS				ESTIMATES				REVENUES			FY2027 vs FY2026 Budget	
	FY2023	FY2024	FY2025	FY2026	FY2025 BUDGET	FY2026 BUDGET	FY2027 BUDGET						
CHARGES FOR SERVICES	\$1,635,285	\$1,809,808	\$1,912,488	\$2,081,826	\$1,973,647	\$2,073,000	\$2,190,000	\$117,000	5.6%				
GRANTS	-	-	250,000	-	410,921	230,000	-	(230,000)	-100.0%				
INVESTMENT EARNINGS	101,985	115,099	159,953	127,416	110,000	115,000	110,000	(5,000)	-4.3%				
OTHER FINANCING SOURCES	-	-	(333)	-	-	-	-	-	0.0%				
APPROP FROM RESERVES	-	-	-	1,542,794	168,449	2,048,423	-	(2,048,423)	-100.0%				
	\$1,737,270	\$1,924,907	\$2,322,108	\$3,752,036	\$2,663,017	\$4,466,423	\$2,300,000	\$(2,166,423)	-48.5%				
% Change YOY		11%	21%	62%		68%	-49%						

- Overall decrease of revenues 48.5% (primarily due to decreased appropriations from reserves for Capital Expenditures in FY2026).
- The preliminary Budget assumed a 5% rate increase.
- Preliminary Budget does NOT anticipate Grant Funds just yet.





Preliminary FY2027 Sewer Fund (Expenditures)

	ACTUALS				ESTIMATES			EXPENDITURES			FY2027 vs FY2026 Budget
	FY2023	FY2024	FY2025	FY2026	FY2025 BUDGET	FY2026 BUDGET	FY2027 BUDGET				
OPERATING EXPENSES	\$ 1,019,741	\$ 1,049,513	\$ 975,943	\$ 1,333,678	\$ 1,914,392	\$ 1,947,244	\$ 1,615,000	\$ (332,244)	-17.1%		
CAPITAL OUTLAY	122,625	128,467	682,342	2,198,358	528,625	2,299,179	385,000	(1,914,179)	-83.3%		
TRANSFERS OUT	220,000	220,000	220,000	220,000	220,000	220,000	300,000	80,000	36.4%		
APPROP TO RESERVES	374,904	526,927	443,823	-	-	-	-	-	0.0%		
	<u>\$ 1,737,270</u>	<u>\$ 1,924,907</u>	<u>\$ 2,322,108</u>	<u>\$ 3,752,036</u>	<u>\$ 2,663,017</u>	<u>\$ 4,466,423</u>	<u>\$ 2,300,000</u>	<u>\$ (2,166,423)</u>	<u>-48.5%</u>		
% Change YOY		11%	21%	62%		68%	-49%				

- Increase in Operating Expense based on contract with Delray for Sewer Treatment and general inflationary price increases is offset by decreases in R&R and R&M due to strong history of maintenance
- Decrease in Capital expenditures for FY2027 due to heavy Capital during FY2026.



Preliminary FY2027 Sewer Fund Balance

- Net Position decreases due to utilizing excess cash to fund Major capital Project.
- Strong days cash on hand.

- Sewer Lateral Project
- Stormwater Projects
- Portable Generator Replacement

SEWER FUND			
	FY2025	FY2026	FY2027
	Audited	Estimate	Estimate
Beginning Balance		\$ 3,145,288	\$ 1,602,494
+ To Reserves		-	
- From Reserves		(1,542,794)	-
Ending Balance	<u>\$ 3,145,288</u>	<u>\$ 1,602,494</u>	<u>\$ 1,602,494</u>
Days Operating Cash	960	376	305
Days Operating Cash (Includes CapX)	611	156	254

CAPITAL PROJECTS LIST	
Sewer Lateral Relinining	\$ 150,000
Stormwater Bel Lido Upgrade	150,000
Portable Generator Replacement	85,000
	<u>\$ 385,000</u>



FY 2027 Budget Summary

SOURCES OF FUNDS						
	General Fund	Building Fund	Water Fund	Sewer Fund	Total	%
PROPERTY TAXES	\$ 14,753,012				\$ 14,753,012	49%
INTER-GOVERNMENTAL	938,900				938,900	3%
FRANCHISE FEES	581,000				581,000	2%
SALES AND USE TAX	227,000				227,000	1%
CHARGES FOR SERVICES	1,482,145	1,929,800	4,148,000	2,190,000	9,749,945	32%
GRANTS	46,292			-	46,292	0%
FINES AND FORFEITURES	25,700	54,000			79,700	0%
INVESTMENT EARNINGS	560,000	125,000	60,000	110,000	855,000	3%
RENTS AND LEASES	58,000				58,000	0%
OTHER FINANCING SOURCES	-	-	-	-	-	0%
TRANSFERS IN	1,450,000	55,000	300,000		1,805,000	6%
MISCELLANEOUS REVENUES	10,000		-		10,000	0%
APPROP FROM RESERVES	-	754,312	449,210	-	1,203,522	4%
	<u>\$ 20,132,049</u>	<u>\$ 2,918,112</u>	<u>\$ 4,957,210</u>	<u>\$ 2,300,000</u>	<u>\$ 30,307,371</u>	100%
USES OF FUNDS						
OPERATING EXPENSES	\$ 4,733,145	\$ 761,790	\$ 1,657,000	\$ 1,615,000	\$ 8,766,935	29%
PERSONAL SERVICES	13,046,513	1,001,522	1,639,441	-	15,687,476	52%
CAPITAL OUTLAY	1,026,700	254,800	300,000	385,000	1,966,500	6%
DEBT SERVICE	733,215	-	810,769	-	1,543,984	5%
TRANSFERS OUT	55,000	900,000	550,000	300,000	1,805,000	6%
APPROP TO RESERVES	537,476	-	-	-	537,476	2%
	<u>\$ 20,132,049</u>	<u>\$ 2,918,112</u>	<u>\$ 4,957,210</u>	<u>\$ 2,300,000</u>	<u>\$ 30,307,371</u>	100%

Property Tax Constitutional Amendment

- Expanded homestead exemption
 - FY 2027-2028 - \$150,000 (Revenue reduction est. \$1,000,000)
 - FY 2028-2029 - \$250,000 (Revenue reduction est. \$1,750,000)
 - FY 2029-2030 & Beyond – Legislative mandate to reduce all homestead via **general law action** (Revenue reduction est. \$5,000,000)
 - *Revenue reduction estimates based on 2025 assessed values*
 - Five year waiting period for homestead exemption(s)
 - 5% growth cap on non-homestead properties (formerly 10%)
 - Tax revenue can only be spent on public safety, education, infrastructure, natural resources, bonds, retirement, and operations and administration per Article VIII (maybe amended by legislature **under general law.**)
- SB4F – Millage Rate Approval
 - Not more than 110% of roll back rate requires 2/3 vote
 - More than 110% of roll back rate requires unanimous vote or referendum

Property Tax Constitutional Amendment (Cont.)

Proposed Constitutional Amendment on Property Tax
Evaluation of Impacts to the Town of Highland Beach
June 11, 2026

Town of Highland Beach 2025 Values from Palm Beach Property Appraiser's Office				
Total Assessed Value	Total Non-Homestead Value	Total Homestead Value	Non-Homestead Share	Homestead Share
\$4,261,169,855	\$2,519,321,933	\$1,741,847,921	59%	41%

FY 2025 Current Exemptions (\$50K)	
Exemption Value	Current Revenue Loss
\$94,955,806	\$324,360

FY 2025 Potential \$150K Exemption ²				
Exemption Value	Total \$150K Revenue Loss	Addl \$150K Rev Loss Compared to Current Rev Loss	General Fund	Addl \$150K Rev Loss as a Percent of General Fund
\$266,425,986	\$910,085	\$585,725	\$18,644,325	3.1%

FY 2025 Potential \$250K Exemption ²				
Exemption Value	Exemption Amount	Addl \$250K Rev Loss Compared to \$150K Rev Loss	General Fund	Addl \$250K Rev Loss as a Percent of General Fund
\$434,179,209	\$1,483,113	\$573,028	\$18,644,325	3.1%

\$150K and \$250K Rev Loss Compared to Current Rev Loss	General Fund	\$150K and \$250K Rev Loss as a Percent of General Fund	Appropriation to Reserves		
			FY 2024 (actual)	FY 2025 (actual)	FY 2026 (projected)
\$1,158,753	\$18,644,325	6.22%	\$1,011,040	\$2,004,249	1,983,013

Other Property Tax Information	
No. of Non-Homestead Parcels	2,451
No. of Homestead Parcels	1,762
Highland Beach Millage Rate	3.5875
1 mill levy generates	\$4 million ^(**)
Millage rate needed to offset	3.97575

	Savings Non-Homestead to Homestead	Savings for Homesteaded Properties
Year 1	\$1,523	\$908
Year 2	\$914	\$914
Total Savings	\$2,438	\$1,822

² Exemption Amount includes the exemption amount of current exemptions of \$324,360

All estimates for future budget years based on the 2025 Tax Roll. Assumes no property value growth or change in composition of non-homestead versus homestead property counts.



FY 2027 Budget: Questions

