



Town of Highland Beach

Notice of Public Meeting Protocol

The Town of Highland Beach is committed to serving the needs of the public while also working to ensure the safety and health of the town's staff, the community, and visitors alike.

The following information is guidance for preregistration for Zoom or telephone participation, and for viewing and providing public comments at the meeting:

ZOOM PARTICIPATION:

Online or Telephone Access – Access to the meeting will begin on the date and time of the meeting.

- To Join Meeting: All interested persons **must preregister** to participate by contacting Town Clerk Lanelda Gaskins at publiccomments@highlandbeach.us or by calling (561) 278-4548 no later than one (1) business day prior to the meeting date (e.g. by 4:30 P.M. on a Monday if the meeting is scheduled for that Tuesday; and by 4:30 P.M.).
- Meeting access information and instructions will be provided to those persons two hours prior to the meeting.
- The video camera display feature will only be enabled for Public Hearing Quasi-Judicial matters and during public comments only. The video camera display feature will be disabled for public use.

For additional information on using Zoom, please visit Zoom Support by click on the following link: <https://support.zoom.us/hc/en-us>.

Viewing Only - To view the meeting, preregistration is not required. The public can view the meeting on the following:

- Highland Beach TV Channel 99 online streaming on the Town's website and via Highland Beach YouTube at <https://www.youtube.com/channel/UCTAGr8WCa44Y3Q2Bb6UN2mw>.

PROVIDING PUBLIC COMMENT:

Persons desiring to provide public comments must do so by one of the methods listed below. Public comments will be limited to five minutes (three minutes for special Commission meeting items only) per person during the designated section of the agenda. If an interested person desires to provide written public comment, all comments must be directed to Lanelda Gaskins, Town Clerk as follows:

TO SEND COMMENTS IN ADVANCE VIA EMAIL:

- To submit public comments, click on the link <https://mmportal6.teamunicode.com//> to go to the Agendas and Meeting webpage. At the top of the page click on "Public Comments" to submit your comments, or
- Submit your comments to publiccomments@highlandbeach.us.
- The Town will receive such public comments no later than two (2) hours prior to the meeting. If timely received, Town staff will read the public comment at the meeting.

- Live Zoom Video Participation - If attending via Zoom online, please follow Zoom instructions above. Once the meeting gets to the applicable public comment period, the host of the meeting will allow public participants (audio only) into the meeting from the waiting room, to provide live public comment.
- Live Zoom Telephone Participation - If attending via Zoom by telephone, please follow the instructions above. Once the meeting gets to the appropriate public comment period, the host of the meeting will allow public participants into the meeting from the waiting room, to provide live public comment.

Should you have any questions, please feel free to contact the Town Clerk's Office at (561) 278-4548.



TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING AGENDA

Tuesday, August 02, 2022 AT 1:30 PM

TOWN HALL COMMISSION CHAMBERS

3614 S. OCEAN BOULEVARD
HIGHLAND BEACH, FL 33487

Town Commission

Douglas Hillman	Mayor
Natasha Moore	Vice Mayor
Peggy Gossett-Seidman	Commissioner
Evalyn David	Commissioner
John Shoemaker	Commissioner
Marshall Labadie	Town Manager
Lanelda Gaskins	Town Clerk
Glen J. Torcivia	Town Attorney

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

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

Board Vacancies

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

Natural Resources Preservation Advisory Board - One vacancy for an unexpired term ending April 30, 2024

Meetings and Events

August 04, 2022 - 12:00 P.M. Town Commission Special Meeting

August 09, 2022 - 1:00 P.M. Code Enforcement Board Regular Meeting

August 10, 2022 - 12:30 P.M. Natural Resources Preservation Advisory Board Regular Meeting

August 11, 2022 - 9:30 A.M. Planning Board Regular Meeting

August 16, 2022 - 1:30 P.M. Town Commission Meeting

Board Action Report

A. None

8. **ORDINANCES**

A. Proposed Ordinance

An Ordinance of the Town of Highland Beach, Florida, amending the administrative amendments to the 7th (2020) Edition of the Florida Building Code to update the requirements for reinspection and recertification of existing threshold buildings and other buildings owned by a condominium or cooperative association to conform with state law; providing for the repeal of all ordinances in conflict; providing for severability and codification; and providing for an effective date.

9. **CONSENT AGENDA**

A. Approve and Authorize the Public Works Director to rehabilitate Lift Station No. 2, utilizing the existing agreement with Hinterland Group Inc in an amount not to exceed \$66,700.00.

10. **UNFINISHED BUSINESS**

A. None

11. NEW BUSINESS

A. Approve and authorize the Mayor to execute an Interlocal Agreement between the Town of Highland Beach and the Town of Gulf Stream for Building Department Services.

B. Resolution No. 2022-015

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

C. July 19, 2022 - Commission Meeting Minutes

12. TOWN COMMISSION COMMENTS

Commissioner John Shoemaker

Commissioner Evalyn David

Commissioner Peggy Gossett-Seidman

1. Florida Fish and Wildlife Conservation Commission Boat Tour and Analysis

2. Florida League of Cities Update

Vice Mayor Natasha Moore

Mayor Douglas Hillman

13. TOWN ATTORNEY'S REPORT**14. TOWN MANAGER'S REPORT****15. ADJOURNMENT**

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

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

File Attachments for Item:

A. Proposed Ordinance

An Ordinance of the Town of Highland Beach, Florida, amending the administrative amendments to the 7th (2020) Edition of the Florida Building Code to update the requirements for reinspection and recertification of existing threshold buildings and other buildings owned by a condominium or cooperative association to conform with state law; 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 *August 2, 2022*

SUBMITTED BY: Jeff Remas, Building Official

SUBJECT: **AN ORDINANCE OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AMENDING THE ADMINISTRATIVE AMENDMENTS TO THE 7TH (2020) EDITION OF THE FLORIDA BUILDING CODE TO UPDATE THE REQUIREMENTS FOR REINSPECTION AND RECERTIFICATION OF EXISTING THRESHOLD BUILDINGS AND OTHER BUILDINGS OWNED BY A CONDOMINIUM OR COOPERATIVE ASSOCIATION TO CONFORM WITH STATE LAW; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE**

SUMMARY:

On May 26, 2022, SB 4-D Building Safety was signed by Governor DeSantis into law. The Milestone Inspection portion of this law directly impacts our existing recertification ordinance, and the ordinance presented makes the necessary changes to comply with SB 4-D. The changes have a minimal impact and do not compromise the integrity of our existing ordinance.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Revised Ordinance

RECOMMENDATION:

Approval of the ordinance



**TOWN OF HIGHLAND BEACH
ORDINANCE NO 22-__**

AN ORDINANCE OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AMENDING THE ADMINISTRATIVE AMENDMENTS TO THE 7TH (2020) EDITION OF THE FLORIDA BUILDING CODE TO UPDATE THE REQUIREMENTS FOR REINSPECTION AND RECERTIFICATION OF EXISTING THRESHOLD BUILDINGS AND OTHER BUILDINGS OWNED BY A CONDOMINIUM OR COOPERATIVE ASSOCIATION TO CONFORM WITH STATE LAW; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, through the adoption of Ordinance No. 2021-011 on November 16, 2021, the Town adopted Administrative Amendments to the 7th (2020) Edition of the Florida Building Code to provide for the periodic reinspection and recertification of certain types of existing buildings to assess structural soundness and require building owners to address unsafe conditions as determined by a professional structural and/or electrical engineer; and

WHEREAS, through the adoption of Chapter 2022-269, Laws of Florida, on May 26, 2022, the Florida Legislature adopted certain inspection requirements for buildings owned by condominium associations and cooperative associations, and the Town wishes to amend its Administrative Amendments to the Florida Building Code to conform to the state law requirements; and

WHEREAS, the Town Commission determines that this Ordinance serves a public purpose and is in the best interest of the public health, safety and welfare of the Town of Highland Beach.

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

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

Section 2. The Town of Highland Beach hereby amends the Administrative Amendments to the 7th (2020) Edition of the Florida Building Code, by amending Section 110, “Inspections,” of Chapter 1, to adopt a new Subsection 110.9, to read as follows (additional language is underlined and deleted language is ~~stricken through~~):

110.9 Recertification of buildings and components:

(1) *In General*

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

“Association building” means any building that does not fall within the definition of a threshold building and is owned by a condominium association or cooperative association, is three stories or more in height and contains at least four dwelling units.

"Building age" shall mean the time period since the issuance of the original certificate of occupancy or, where adequate records are not available to determine when the original certificate of occupancy was issued, the building age shall be determined by the Building Official based on the best available evidence.

"Owner" shall mean the fee simple title holder of the land on which a building subject to recertification is situated or, in the case of condominium or cooperative type of ownership, shall mean the person or entity responsible for the structure and common systems of a building subject to recertification.

“Phase one milestone inspection” shall mean a visual inspection of the habitable and nonhabitable areas of a building, including the major structural components of a building and a qualitative assessment of the structural conditions of the building. A phase one milestone inspection shall also include an inspection by a professional electrical engineer certifying and attesting that such building is electrically safe or identifying any major or critical deficiencies in the electrical system and the repairs or alterations necessary to make the building electrically safe, including a recommended

timeframe for such repairs. At a minimum, the following electrical components/equipment, where present, shall be evaluated: electrical service, branch circuits, conduit raceways and emergency lighting.

“Phase two milestone inspection” shall mean an inspection involving destructive or non-destructive testing, at the inspector’s discretion, necessary to fully assess areas of structural distress in order to confirm that the building is structurally sound and safe for its intended use and shall include recommendations for fully assessing and repairing distressed and damaged portions of the building.

"Threshold building" means any building which is greater than three stories or fifty (50) feet in height, or which has an assembly occupancy classification as defined in the Florida Building Code which exceeds five thousand square feet in area and an occupant content of greater than five hundred (500) persons as defined in Section 553.71(12), Florida Statutes, as may be amended from time to time.

“Recertification” means the completion of a phase one milestone inspection and, where required, the completion of a phase two milestone inspection and all necessary major or critical repairs as determined by the applicable inspector in accordance with the terms of this section.

- (b) Any threshold building or association building that has a building age of twenty-five (25) years or more shall be subject to recertification as provided in this section. Subsequent recertification shall be required at intervals of ten (10) years from the date the first such recertification was required for threshold buildings with a building age of up to forty (40) years and at intervals of seven (7) years for threshold buildings with a building age of more than forty (40) years.
- (c) Beginning on October 19, 2021 ~~[Effective Date of Ordinance]~~, due to the initial backlog of buildings required to be recertified, the Building Official shall establish a completion schedule for recertification, which shall be based upon factors that may include, but shall not be limited to, the age, location, construction materials, occupancy load, and function of a building.

This completion schedule shall include a recertification deadline for each building for which recertification is required and may be amended by the Building Official as necessary or advisable. If recertification is required for a building for which a certificate of occupancy was issued on or before July 1, 1997, the phase one milestone inspection must be performed before December 31, 2024.

- (d) Nothing in this section shall be construed to prevent or limit the Building Official's authority to inspect, order inspections or reports, or abate unsafe conditions at existing buildings outside of the requirements of this section, including but not limited to, the Building Official's authority pursuant to Section 116 of this chapter regarding Unsafe Structures and Equipment or any other provision in the Town Code of Ordinances. The Building Official retains the authority set forth in Section 116 to declare a structure, building or an electrical, gas, mechanical or plumbing system as unsafe in accordance with the criteria set forth in that section.

(2) *Procedure.*

- (a) The Building Official shall issue a Notice of Required Inspection, via certified mail, to the Owner of each building required to be recertified pursuant to subsection (1) above, not less than ~~three hundred and sixty-five~~ one hundred and eighty (180) days prior to the scheduled deadline for the filing of a ~~written recertification inspection report as set forth in subsection (b) below~~ phase one milestone inspection report. In the event that the Notice of Required Inspection is returned unclaimed, said Notice shall be posted by the Building Official at the building. Failure to receive notice of any required inspection shall not relieve the Owner of its obligations pursuant to this section.
- (b) The Owner of a building or structure subject to recertification shall submit, or cause to be submitted, to the Building Official, no later than the recertification deadline, a phase one milestone inspection ~~written recertification inspection~~ report ("Phase One Report"). If the Phase One Report reveals no signs of substantial structural deterioration to any

building components under visual examination, no phase two milestone inspection report shall be required, provided, however, that the Owner must still correct any major or critical deficiencies in the electrical system within the recommended timeframe., which shall include:

- (c) Inspections of threshold buildings shall be performed by a certified special inspector of threshold buildings (a professional or structural engineer or architect registered in the State of Florida and qualified by training and experience). Inspections of association buildings may be performed by a licensed architect or engineer registered in the State of Florida. All reports shall bear the name, business address, State of Florida registration number, and impressed or electronic seal and signature of the certified special inspector, engineer or architect who has performed the inspection. Electronically signed and sealed documents shall meet all applicable statutory and administrative code requirements.
- ~~i.—A report prepared by a certified special inspector of threshold buildings (a professional structural engineer or architect registered in the State of Florida and qualified by training and experience) certifying and attesting that each such building or structure is structurally safe or identifying any major or critical structural deficiencies, as determined by the special inspector, and the repairs or alterations necessary to make the building structurally safe. The certified special inspector of threshold buildings shall provide a recommended timeframe for such repairs. Such report shall bear the name, business address, State of Florida registration number, and impressed or electronic seal and signature of the responsible certified special inspector who has performed the inspection, and shall be in conformance with the standards for such report otherwise set forth in this section.~~
- ~~ii.—A report prepared by a professional electrical engineer registered in the State of Florida and qualified by training and experience as an electrical engineer certifying and attesting that each such building or structure is electrically safe or identifying any major or critical deficiencies identified in the electrical system, as determined by the~~

~~engineer, and the repairs or alterations necessary to make the building electrically safe. The electrical engineer shall provide a recommended timeframe for such repairs. Such report shall bear the name, business address, State of Florida registration number, and impressed or electronic seal and signature of the responsible professional electrical engineer who has performed the inspection, and shall be in conformance with the standards for such report otherwise set forth in this section.~~

iii. ~~Electronically signed and sealed documents shall meet all applicable statutory and administrative code requirements.~~

iv. ~~All elements of the required Report (both structural and electrical) shall be submitted simultaneously.~~

(ed) If any substantial structural deterioration is identified in the Phase One Report, the Owner shall be required to undergo a phase two milestone inspection and file a phase two milestone inspection report (“Phase Two Report”) within one hundred and eighty (180) days. The Phase Two Report shall note the location address and property control number of the building, describe the type of construction and general characteristics of the building (including but not limited to total floor area, height and number of stories, building footprint and similar characteristics), the existence of drawings and location thereof, history of the building to the extent reasonably known, and describe the type and manner of the inspection, noting areas any issues of concern, and shall include recommendations for repairs required to maintain the structural integrity and electrical safety of the building, and the estimated time of completion of said repairs or modifications. The Phase Two Report must take into account two basic structural considerations: (1) movement of structural components with respect to each other; and (2) deterioration of materials and any effect on the structural integrity of the building. The Phase Two Report shall include the manner in which the inspection occurred of the following structural elements, as applicable: foundation, masonry bearing walls, steel framing system, floor systems,

roof systems, concrete framing systems, windows, wood framing, and loading. The Town is not mandating any particular inspection method; however, the Phase Two Report shall discuss the use or non-use of the standard structural inspection methods and the reasoning behind their use or non-use. These methods may include, but not be limited to: the visual examination method; the testing method; and the manual (forensic inspection) method. For major structure elements such as foundations, masonry bearing walls, steel framing systems, roof systems, and concrete framing systems, manual (forensic inspection) methods, such as chipping small areas of concrete and surface finishes for closer examination, are strongly encouraged. ~~At a minimum, the following electrical components/equipment, where present, shall be evaluated: electrical service, branch circuits, conduit raceways, and emergency lighting.~~

(~~de~~) The use of the manual (forensic inspection) method for certain structural elements as encouraged above shall be documented by photographic or other similar evidence, which shall be included in the Phase Two Report.

(3) *Building Official Review of ~~Recertification Inspection~~ Phase Two Report.*

Once the Phase Two Report has been submitted to the Building Official, the Building Official will perform an administrative review of the Report to determine whether it satisfied the requirements of this section. The Building Official will not review or otherwise assess the architect or engineer's technical findings. If the Building Official determines that the Phase Two Report does not satisfy the requirements of this section, the Owner shall make any changes to the Phase Two Report as needed and resubmit it no later than thirty (30) days after the Building Official's determination. The Phase Two Report may be resubmitted in this manner up to two (2) additional times after the initial submission until the Phase Two Report is determined to have satisfied the requirements of this section. If the Building Official determines after a third submittal that the Phase Two Report does not satisfy the requirements of this section, this shall be deemed a failure to submit the required recertification inspection report, and shall subject the Owner to the remedies prescribed in subsection (5) of this section. The Building Official's

determination shall be in writing and shall be provided to the Owner via certified and first-class mail.

(4) *Timeframe to Make Repairs or Modifications.*

The Owner shall correct all major or critical structural or electrical deficiencies identified in the Phase Two Report in accordance with the ~~certified-special threshold~~ inspector's or engineer's recommended timeframe. Notwithstanding the foregoing, all repairs shall be completed within a maximum of three hundred and sixty-five (365) days from the date the Building Official accepts a complete Phase Two Report satisfying the requirements of this section. Once the repairs or modifications have been completed, the ~~certified-special threshold~~ inspector or engineer shall reinspect the areas noted on the original report and shall provide the owner a signed and sealed letter stating that the repairs or modifications have all been completed. The owner shall submit that letter to the Building Official. Depending on the scope of work, the Building Official may grant extensions to the either the recommended or maximum timeframes to allow the work to be completed in phases or when justified by the totality of the circumstances and no request for extension shall be unreasonably denied. The Building Official's decision regarding an Owner's request for an extension shall be in writing and provided to the Owner via certified and first-class mail. If, at any time, the Building Official determines that structural and/or electrical deficiencies exist that present an immediate danger to human life or safety, the Building Official may take such actions determined necessary pursuant to Section 116 of this chapter regarding Unsafe Structures and Equipment, regardless of the procedural requirements or timeframes specified in this section.

(5) *Failure to Submit a Recertification Inspection Report or Timely Make Repairs/Modifications.*

In the event the owner fails to submit ~~the~~ any required Report by the ~~required~~ specified deadline, fails to make changes and resubmit the Phase Two Report within the required timeframes upon a determination that the Phase Two Report does not satisfy the requirements of this section, or fails to complete (subject to all required permits) any major or critical repairs or modifications within the required

timeframes, the Building Official may seek an order of enforcement through the Town's code enforcement process or any other legal or equitable remedy provided by law.

(6) *Appeals.*

The Building Official's written determination, after three submittals, that the ~~recertification inspection~~ Phase Two Report submitted pursuant to subsection (3) above did not satisfy the requirements of that section and/or the Building Official's written denial of an extension to the requested timeframe for completion of repairs or modifications pursuant to subsection (4) above shall be final, subject only to the filing of a Petition for Writ of Certiorari in the Circuit Court in and for Palm Beach County, Florida within thirty (30) days of the date of the written determination or written denial.

Section 3. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Codification. Sections 2 and 3 of the Ordinance shall be made a part of the Town of Highland Beach Administrative Code, Chapter 1 for the 7th (2020) Edition of the Florida Building Code and may be re-numbered or re-lettered to accomplish such.

Section 6. Effective Date. This Ordinance shall be effective immediately upon adoption at second reading.

[Remainder of page intentionally blank]

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

	AYE	NAY
Mayor Doug Hillman	_____	_____
Vice Mayor Natasha Moore	_____	_____
Commissioner Peggy Gossett-Seidman	_____	_____
Commissioner John Shoemaker	_____	_____
Commissioner Evalyn David	_____	_____

PASSED on first reading at the Regular Commission meeting held on this _____ day of _____, 2022.

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

	AYE	NAY
Mayor Doug Hillman	_____	_____
Vice Mayor Natasha Moore	_____	_____
Commissioner Peggy Gossett-Seidman	_____	_____
Commissioner John Shoemaker	_____	_____
Commissioner Evalyn David	_____	_____

PASSED AND ADOPTED on second and final reading at the Regular Commission meeting held on this _____ day of _____, 2022.

ATTEST:

By: _____
Lanelda Gaskins, MMC
Town Clerk

APPROVED AS TO FORM AND LEGALITY:

By: _____
Glen J. Torcivia, Town Attorney

File Attachments for Item:

A. Approve and Authorize the Public Works Director to rehabilitate Lift Station No. 2, utilizing the existing agreement with Hinterland Group Inc in an amount not to exceed \$66,700.00 .



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting

MEETING DATE *August 2, 2022*

SUBMITTED BY: Pat Roman, Public Works Director

SUBJECT: Approve and Authorize the Public Works Director to rehabilitate Lift Station Number Two, utilizing the existing agreement with Hinterland Group Inc.

SUMMARY:

The Town of Highland Beach Lift Station Number Two needs rehabilitation. The lift station was last renovated in 1980. The wet well needs to be coated, the piping and the valves need to be replaced.

To rehabilitate Lift Station Number Two, the station must be bypassed and taken out of service during the renovation. To bypass the station, a twenty-four-hour bypass pump must be brought in and the concrete driveway removed. After the project is completed and the equipment has been removed, the concrete driveway will have to be replaced.

We recommend having Hinterland Group Inc. of Riviera Beach, Florida perform this rehabilitation project on Lift Station Number Two, pursuant to the existing Service Agreement (RFP 20-003).

FISCAL IMPACT:

Funding for this project (\$66,700.00) is available in Account (401-535.000.562.000) Improvements other than Buildings in the 2021 – 2022 approved budget.

ATTACHMENTS:

Agreement between the Town of Highland Beach and Hinterland Group

RECOMMENDATION:

Commission approval.



Hinterland Group, Inc.
2051 W Blue Heron Blvd
Riviera Beach, FL 33404

(561) 640-3503 - Phone

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Proposal # 20-0030-12

ADDRESS

Town of Highland Beach
Pat Roman
proman@highlandbeach.us

DATE: 7/1/2022

JOB NAME: Lift Station #2 Rehab

ACTIVITY	QUANTITY	UNIT	RATE	AMOUNT
Line Item #1 - Site Mobilization/Demobilization	1	LS	\$ 5,000.00	\$ 5,000.00
Line Item #3 - Maintenance of Traffic	1	LS	\$ 3,500.00	\$ 3,500.00
Line Item #54 - Remove and Replace Concrete Driveway	40	SF	\$ 8.00	\$ 320.00
Line Item #68 - 6" Valve	5	EA	\$ 2,200.00	\$ 11,000.00
Line Item #71 - Sewer Flow Bypass Pumping	2	LS	\$ 2,500.00	\$ 5,000.00
Line Item #72 - Remove Existing Sewer Pipe	65	LF	\$ 12.00	\$ 780.00
Line Item #73 - Install Sewer Pipe	65	LF	\$ 240.00	\$ 15,600.00
Line Item #76 - DIP FM Fittings	1	TON	\$ 8,500.00	\$ 8,500.00
6" Pump Bases, Base Plates and Upper Guide Rail Brackets	2	EA	\$ 6,100.00	\$ 12,200.00
Core Drilling	6	EA	\$ 500.00	\$ 3,000.00
Vacuum Truck (6 hr min.)	6	HR	\$ 300.00	\$ 1,800.00

TOTAL \$ 66,700.00

Notes:

1. Proposal assumes pipe replacement for bases, riser pipes, Thru Pipe, all new valves and fittings through valve vault to first fitting outside Vault
2. Proposal includes Bypass pumping for 2 week.
3. No coating is included
4. All piping to DIP

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Accepted By: _____

Accepted Date: _____

CONTRACT FOR UNDERGROUND CONTRACTOR SERVICES

THIS CONTRACT ("Contract") is made this 5th day of May, 2020, by and between the **Town of Highland Beach**, a Florida municipal corporation ("TOWN") and **Hinterland Group, Inc.**, a corporation authorized to do business in the State of Florida ("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 labor services, materials, and equipment for the routine and emergency water and sewer distribution system and collection system, and issued an Invitation to Bid, through RFP/ITB #20-003 ("ITB") regarding the same; and

WHEREAS, the CONTRACTOR submitted a response and the TOWN desires to accept the CONTRACTOR's response to allow the CONTRACTOR to render the goods and services to the TOWN as provided herein; and

WHEREAS, the 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 the 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 the CONTRACTOR and the TOWN as follows:

Article 1. DEFINITIONS.

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 CONTRACTOR and the TOWN. The Contract Documents consist of this Contract; the TOWN's ITB, and the CONTRACTOR's response to the ITB; and, the plans, specifications and drawings provided by the TOWN to the CONTRACTOR, if applicable. If, during the performance of the work, the CONTRACTOR finds an ambiguity, error or discrepancy in the Contract Documents, the CONTRACTOR shall so notify the TOWN, in writing, within three (3) 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 the 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. Notwithstanding any other statement to the contrary in this Contract, to the extent that there exists a conflict between any of the terms and conditions of the Contract Documents, the terms and condition of this Contract shall be given first priority, then the ITB, and then CONTRACTOR's response. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

- 1.2 Contract Administrator. Whenever the term Contract Administrator is used herein, it is intended to mean the Town Manager. 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 Price, shall require a formal Change Order executed by the Town Manager or the Town Commission, as appropriate.
- 1.3 Contract Price. Work authorized by the Town shall not exceed **\$349,999.00** (THREE HUNDRED FORTY NINE THOUSAND, NINE HUNDRED NINETY NINE DOLLARS) for a single project or group of smaller related projects, which shall be payable in accordance with paragraph 3 of this Contract, and according to the CONTRACTOR's "Schedule of Bid Prices" attached as **Exhibit "A."** The Town Manager is authorized to approve Change Orders to the Scope of Work and the Contract Price for additional work up to, but not exceeding, the amount budgeted and authorized by the Town Commission. The total and cumulative amount of this Contract shall not exceed the amount of funds annually budgeted for these services. Emergency work can be authorized in excess of the aforementioned mentioned by Town Manager approval granted pursuant to Town Charter and/or ordinance.

Article 2. SCOPE OF WORK.

- 2.1 The Scope of Work includes providing labor, materials, and equipment for the routine and emergency water and sewer distribution system and collection system as issued in the ITB (the "Scope of Work"). The Scope of Work will be initiated by task orders.
- 2.2 The CONTRACTOR represents to the TOWN that the services rendered in the Scope of Work shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that the materials shall conform to the highest standards and in accordance with this Contract.
- 2.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Contract. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.
- 2.4 The Scope of Work shall be performed by the CONTRACTOR or under its supervision and all personnel engaged in performing the Scope of Work shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such Scope of Work. All of the CONTRACTOR's personnel (and all subcontractors), while on the TOWN's premises, shall comply with all TOWN requirements governing safety, conduct and security.
- 2.5 The Scope of Work shall be completed in accordance with the terms and conditions set forth in the Contract Documents.

Article 3. TERM.

- 3.1 The term of this Contract shall commence on the date it is executed by the TOWN and shall be in effect for three (3) years, unless earlier terminated in accordance with the terms and conditions of this Contract.
- 3.2 Neither party shall be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the party and without their fault

or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; unreasonable permitting delays and abnormally severe and unusual weather conditions.

- 3.3 Notwithstanding the foregoing, the CONTRACTOR shall not be entitled to an increase in the agreed to compensation in this Contract or payment or compensation of any kind from the TOWN for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever. The CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract.

Article 4. COMPENSATION AND METHOD OF PAYMENT.

- 4.1 The TOWN agrees to compensate the CONTRACTOR in accordance with **Exhibit "A"** as provided for in the Contract Documents. The total and cumulative amount of this Contract shall not exceed the Contract Price. CONTRACTOR shall invoice the TOWN for each payment to be paid by the TOWN. The Contract Administrator will review each invoice submitted by the CONTRACTOR. If approved by the Contract Administrator, the TOWN will make payment in accordance with the Contract Documents. If not approved, the TOWN will notify the CONTRACTOR within ten (10) business days of the TOWN's receipt and identify the action necessary to correct the invoice or a deficiency. All invoices will be paid in accordance with Florida Statutes.
- 4.2 Payment to the CONTRACTOR shall be made pursuant to Florida's Prompt Payment Act (for construction services), section 218.735, Florida Statutes, except as provided herein. Specifically, for each task order, the TOWN will withhold ten percent (10%) of each payment to the CONTRACTOR as retainage until fifty percent (50%) of the Contract Price is paid to the CONTRACTOR. Upon payment of fifty percent (50%) of the Contract Price to the CONTRACTOR, the TOWN will withhold only five percent (5%) of each payment made to the CONTRACTOR. Upon written request from the CONTRACTOR, the Contract Administrator may agree in writing with the CONTRACTOR to release a portion of the retainage upon payment of fifty percent (50%) of the Contract Price being paid to the CONTRACTOR (not to exceed fifty percent (50%) of the total retainage amount).
- 4.3 Upon final completion and acceptance of the work in accordance with the Contract Documents (including completion of all punch-list items) and final inspection by the appropriate agency with jurisdiction over the work (if applicable), the CONTRACTOR shall submit a "final invoice" to the TOWN. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the TOWN, upon the termination of this Contract. This certifies that all goods and services have been properly performed 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.
- 4.4 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.
- 4.5 Final payment shall not become due until the CONTRACTOR and all of its subcontractors

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.

- 4.6 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, and third-party claims for personal injury (including bodily harm and death) which may be asserted after the date of acceptance of final payment.

Article 5. INDEMNIFICATION.

- 5.1 To the fullest extent permitted by law, the 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 the CONTRACTOR and persons employed or utilized by the 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.
- 5.2 The 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 the CONTRACTOR against the TOWN, its officers or employees and the 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.
- 5.3 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 the CONTRACTOR for any purpose or matter.

Article 6. INSURANCE.

- 6.1 Prior to commencing the Scope of Work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the TOWN. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "Town of Highland Beach" as an "Additional Insured", and the CONTRACTOR shall provide additional insured endorsements section of Certificates of Insurance.
- 6.2 The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence

(\$2,000,000 aggregate) to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

6.3 The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

6.4 The CONTRACTOR shall maintain, during the life of this Contract, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

Article 7. FEDERAL AND STATE TAX.

7.1 The TOWN is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the TOWN, nor is the CONTRACTOR authorized to use the TOWN's Tax Exemption Number in securing such materials.

Article 8. DISPUTE RESOLUTION, LAW, VENUE, ATTORNEY'S FEES AND REMEDIES

8.1 All claims arising out of this Contract or its breach shall be submitted first to mediation in accordance with the local rules for mediation in Palm Beach County, Florida. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS CONTRACT. FURTHER, EXCEPT AS PROVIDED IN SECTION 5.1 OF THE CONTRACT, EACH PARTY HEREBY AGREES THAT AT ALL TIMES AND IN ALL DISPUTES RELATED TO OR ARISING OUT OF THE CONTRACT THAT EACH PARTY SHALL BE RESPONSIBLE FOR THEIR OWN ATTORNEYS' FEES.

8.2 This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Article 9. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS

9.1 The 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 the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Scope of Work.

- 9.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the Scope of Work hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

Article 10. NOTICES.

- 10.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the TOWN or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided.

All notices, demands or requests from the CONTRACTOR to the TOWN shall be given to the TOWN address as follows:

Marshall Labadie, Town Manager
Town of Highland Beach
3616 South Ocean Blvd.
Highland Beach, Florida 33487

All notices, demands or requests from the TOWN to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

2051 West Blue Heron Boulevard
Riviera Beach, FL 33404

Article 11. PROTECTION OF PROPERTY.

- 11.1 The 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 the CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard 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.

Article 12. AUTHORITY TO CONDUCT BUSINESS.

- 12.1 The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services under

this Contract, and that it will at all times conduct its business and provide the services under this Contract in a reputable manner. Proof of such licenses and approvals shall be submitted to the TOWN upon request.

Article 13. PUBLIC ENTITY CRIMES.

13.1 The 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 contractor, supplier, sub-contractor, or 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. The CONTRACTOR will advise the TOWN immediately if it becomes aware of any violation of this statute.

Article 14. PUBLIC RECORDS.

14.1 The 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 the 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 the CONTRACTOR or keep and maintain public records required by the TOWN to perform the service. If the CONTRACTOR transfers all public records to the TOWN upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract the 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 15. TERMINATION FOR DEFAULT; CONVENIENCE.

15.1 Notwithstanding anything contained in this Contract to the contrary, the parties agree that the occurrence of any of the following shall be deemed a material event of default and shall be grounds for immediate termination:

15.1.1. The filing of a lien by the CONTRACTOR, sub-contractor or third tier sub-contractor including, but not limited to materialmen, suppliers, or laborers, upon any property, right of way, easement or other interest in land or right to use within the territorial boundaries of the TOWN which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR;

15.1.2. The filing of any judgment lien against the assets of CONTRACTOR related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR; or

15.1.3. The filing of a petition by or against CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of CONTRACTOR or CONTRACTOR's property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for CONTRACTOR or for CONTRACTOR's property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

15.1.4. Due to circumstances within the control of the CONTRACTOR, CONTRACTOR fails to provide the goods and services under this Contract on schedule as agreed to by CONTRACTOR in this Contract.

15.2 The CONTRACTOR shall provide written notice to the TOWN of the occurrence of any event of default within five (5) days of CONTRACTOR's receipt of notice or knowledge of any such default.

15.3 If the CONTRACTOR fails to timely perform the Scope of Work or has failed in any other respect to satisfactorily perform in accordance with this Contract; or, is in material breach of a term or condition of this Contract, the Contract Administrator may give written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the Contract Administrator, the TOWN may take such action to remedy the default and all expenses

related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work; and/or, the TOWN may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the Contract Administrator, the TOWN may elect to terminate this Contract. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Contract under this paragraph.

15.4 Notwithstanding paragraph 15.3, the TOWN reserves the right to terminate this Contract, with or without cause, in the TOWN's sole discretion, upon thirty (30) days written notice to CONTRACTOR. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Contract under this paragraph.

Article 16. ACKNOWLEDGEMENT OF INSPECTOR GENERAL AUTHORITY.

16.1 In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County Ordinance 2011-009 and is aware of its rights and/or obligations under such ordinance.

Article 17. NO SECURITY INTEREST GRANTED.

17.1 Nothing in this Contract shall be construed as a grant by the TOWN of a security interest in the any associated materials or equipment which may be provided under this Contract. The TOWN shall not be required to complete any forms or financing statements which would grant or imply a grant of such a security interest. No collateral or security interest is provided under this Contract by the TOWN and the CONTRACTOR shall have no rights to or set off against any property, monies, stocks, bonds, certificate of deposits, accounts or other security of the TOWN. Further, nothing in this Contract shall be construed as a pledge of the TOWN's taxing powers or a pledge of taxes.

Article 18. SCRUTINIZED COMPANIES.

18.1 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 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 that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract.

18.2 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 the Iran Petroleum Energy Sector 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 the CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Contract.

18.3 The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.

18.4 The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the TOWN for the term of this Contract, including any and all amendments and renewals.

18.5 The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the TOWN of the same.

18.6 As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Article 19. MISCELLANEOUS.

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

19.2 The TOWN and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

19.3 The CONTRACTOR warrants that its goods and services under this Contract will be free of defects in materials and workmanship for a period of one year following completion of the services or as otherwise provided by the manufacturer, whichever is longer.

19.4 The 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.

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

19.6 This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

19.7 This Contract shall not become binding and effective until approved and executed by the TOWN.

19.8 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.

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

19.10 Time is of the essence in all respects under this Contract.

**REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY
SIGNATURE PAGE FOLLOWS**

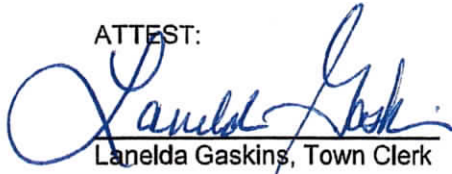
IN WITNESS WHEREOF, the TOWN and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

TOWN OF HIGHLAND BEACH, FLORIDA

By: _____

Mayor

ATTEST:


Lanelda Gaskins, Town Clerk

Approved as to form and legal sufficiency:


Glen Torcivia, Town Attorney
/phr

HINTERLAND GROUP, INC.

By: _____


Print Name: Chase Rogers

Title: Project Director



STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 5th day of May, 2020, by Chase Rogers, who was physically present, as Project Director (title), of Hinterland Group, Inc., 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.

 Mayra C. Aguiar
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG125233
Expires 11/12/2021

Notary Public

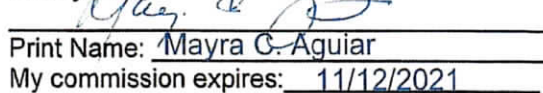

Print Name: Mayra C. Aguiar
My commission expires: 11/12/2021

EXHIBIT A

SCHEDULE OF BID PRICES – BID NO. 20,003

TO: TOWN OF HIGHLAND BEACH

(Please fill in all blanks and return with your proposal.)

In accordance with your request for proposals and the specifications contained herein, the undersigned proposes the following:

All Quantities Estimated and not Guaranteed.

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE (in words)	UNIT PRICE	EXTENDED TOTAL PRICE
GENERAL CONDITIONS: *ALL GENERAL CONDITIONS ITEMS (#1 - #8) TO BE INCLUDED IN THE UNIT BID PRICES LISTED BELOW.						
*1	Site Mobilization /Demobilization	LS	1	Five Thousand <u>Dollars</u> Zero <u>Cents</u>	\$ 5,000.00	\$ 5,000.00
*1A	Emergency Work Site Mobilization /Demobilization	LS	1	Seven Thousand Five Hundred <u>Dollars</u> Zero <u>Cents</u>	\$ 7,500.00	\$ 7,500.00
*2	Bonds and Insurance	LS	1	Five Thousand <u>Dollars</u> Zero <u>Cents</u>	\$ 5,000.00	\$ 5,000.00
*3	Maintenance of Traffic	LS	1	Three Thousand Five Hundred <u>Dollars</u> Zero <u>Cents</u>	\$ 3,500.00	\$ 3,500.00
*4	Trench Safety and Special Shoring	LS	1	One Thousand Five Hundred <u>Dollars</u> Zero <u>Cents</u>	\$ 1,500.00	\$ 1,500.00
*5	Preconstruction Video of Project Site	LS	1	One Thousand <u>Dollars</u> Zero <u>Cents</u>	\$ 1,000.00	\$ 1,000.00

*6	Survey Layout and As-Built Record Drawings	<u>LS</u>	<u>1</u>	Four Thousand Five Hundred <u>Dollars</u> Zero <u>Cents</u>	\$ 4,500.00	\$ 4,500.00
*7	NPDES Permit/Erosion Protection Measures	<u>LS</u>	<u>1</u>	One Thousand Five Hundred <u>Dollars</u> Zero <u>Cents</u>	\$ 1,500.00	\$ 1,500.00
*7A	<u>Permit Fee Allowance</u>	<u>LS</u>	<u>1</u>	<u>Ten-Thousand</u> <u>Dollars</u> <u>Zero</u> <u>Cents</u>	\$ <u>10,000.00</u>	\$ <u>10,000.00</u>
*8	Indemnification	<u>LS</u>	<u>1</u>	<u>Ten</u> <u>Dollars</u> <u>Zero</u> <u>Cents</u>	\$ <u>10.00</u>	\$ <u>10.00</u>
WATER SYSTEM						
9	8" PVC C-900 (DR 18) Pipe (Push-On)	LF	200	Forty Five <u>Dollars</u> Zero <u>Cents</u>	\$ 45.00	\$ 9,000.00
10	8" PVC C-900 (DR 18) Pipe (RJ)	LF	200	Fifty Six <u>Dollars</u> Zero <u>Cents</u>	\$ 56.00	\$ 11,200.00
11	8" DIP CL 52 (Flanged & MJ) Pipe	LF	100	Fifty Four <u>Dollars</u> Zero <u>Cents</u>	\$ 54.00	\$ 5,400.00
12	2" PVC Schedule 80 WM Pipe (Solvent Welded)	LF	50	Twenty Two <u>Dollars</u> Zero <u>Cents</u>	\$ 22.00	\$ 1,100.00
13	Abandon In-Place and Grout Existing 4" - 14" WM, Incl. Caps	LF	500	Fourteen <u>Dollars</u> Zero <u>Cents</u>	\$ 14.00	\$ 7,000.00

14	Remove Existing 4" - 14" WM	LF	100	Twelve Dollars Zero Cents	\$ 12.00	\$ 1,200.00
15	Fire Hydrant Assembly Including Valves and 8X6 Tees	EA	5	Five Thousand Six Hundred Dollars Zero Cents	\$ 5,600.00	\$ 28,000.00
16	Remove Existing Fire Hydrant	EA	5	One Thousand Five Hundred Dollars Zero Cents	\$ 1,500.00	\$ 7,500.00
17	4" Gate Valve and Box	EA	4	One Thousand Three Hundred Twenty Dollars Zero Cents	\$ 1,320.00	\$ 5,280.00
18	6" Gate Valve and Box	EA	4	One Thousand Four Hundred Forty Dollars Zero Cents	\$ 1,440.00	\$ 5,760.00
19	8" Gate Valve and Box	EA	4	Two Thousand One Hundred Sixty Dollars Zero Cents	\$ 2,160.00	\$ 8,640.00
20	10" Gate Valve and Box	EA	2	Two Thousand Seven Hundred Sixty Dollars Zero Cents	\$ 2,760.00	\$ 5,520.00
21	14" Gate Valve and Box	EA	2	Nine Thousand Eight Hundred Forty Dollars Zero Cents	\$ 9,840.00	\$ 19,680.00
22	14" x 8" Tapping Sleeve and 8" Tapping Gate Valve	EA	2	Seven Thousand Eight Hundred Dollars Zero Cents	\$ 7,800.00	\$ 15,600.00
23	10" x 8" Tapping Sleeve and 8" Tapping Gate Valve	EA	2	Seven Thousand Six Hundred Dollars Zero Cents	\$ 7,600.00	\$ 15,200.00

24	8" x 6" Tapping Sleeve and 6" Tapping Gate Valve	EA	2	Five Thousand Four Hundred Dollars Dollars and No Cents Cents	\$ 5,400.00	\$ 10,800.00
25	6" x 4" Tapping Sleeve and 4" Tapping Gate Valve	EA	2	Five Thousand Two Hundred Dollars Dollars and No Cents Cents	\$ 5,200.00	\$ 10,400.00
26	4" - 8" Linestop	EA	5	Six Thousand Dollars Dollars and No Cents Cents	\$ 6,000.00	\$ 30,000.00
27	10" - 14" Linestop	EA	2	Twelve Thousand Dollars Zero Cents	\$ 12,000.00	\$ 24,000.00
28	4" - 8" Insertion Valve	EA	2	Thirteen Thousand Dollars Zero Cents	\$ 13,000.00	\$ 26,000.00
29	10" - 14" Insertion Valve	EA	2	Forty Thousand Dollars Zero Cents	\$ 40,000.00	\$ 80,000.00
30	DIP Domestic Fittings (cement lined)	TONS	2	Eight Thousand Five Hundred Dollars Zero Cents	\$ 8,500.00	\$ 17,000.00
31	2" Single WS (short) - connect to existing meter box	EA	10	One Thousand Eight Hundred Dollars Zero Cents	\$ 1,800.00	\$ 18,000.00
32	2" Single WS (long) - connect to existing meter box	EA	10	Two Thousand Four Hundred Dollars Zero Cents	\$ 2,400.00	\$ 24,000.00
33	Relocate existing meter box inside of ROW	EA	8	Eight Hundred Dollars Zero Cents	\$ 800.00	\$ 6,400.00

34	Replace Existing Water Meter Box w/ New Water Meter Box	EA	8	One Thousand Two Hundred Dollars Zero Cents	\$ 1,200.00	\$ 9,600.00
35	2" Single Meter Service (meter box, 2" meter, piping)	EA	3	Two Thousand Five Hundred Dollars Zero Cents	\$ 2,500.00	\$ 7,500.00
36	2" SCH 40 Single Irrigation Service Pipe	LF	30	Fifteen Dollars Zero Cents	\$ 15.00	\$ 450.00
37	4" Single Meter Service (4" meter, iso-valve, flg piping & fittings)	EA	10	Eight Thousand Five Hundred Dollars Zero Cents	\$ 8,500.00	\$ 85,000.00
38	2" Backflow Device (RPZ type)	EA	1	Two Thousand Four Hundred Dollars Zero Cents	\$ 2,400.00	\$ 2,400.00
39	Dual 3" Backflow Assembly (RPZ type)	EA	1	Six Thousand Five Hundred Dollars Zero Cents	\$ 6,500.00	\$ 6,500.00

40	2" Corp Stop with 4" Double Strap Tapping Saddle	EA	1	One Thousand Eight Hundred Dollars Zero Cents	\$ 1,800.00	\$ 1,800.00
41	Shutdown Connection to Existing 4" - 14" WM	EA	5	Three Thousand Four Hundred Dollars Zero Cents	\$ 3,400.00	\$ 17,000.00
42	Connect New 2" Water Service To Existing 1-1/2" Fire Line	EA	1	Two Thousand Dollars Zero Cents	\$ 2,000.00	\$ 2,000.00
43	Remove Existing WM Vault	EA	2	Eight Hundred Dollars Zero Cents	\$ 800.00	\$ 1,600.00
44	Remove Existing BFP	EA	4	Eight Hundred Dollars Zero Cents	\$ 800.00	\$ 3,200.00
45	Remove Existing Valve Box (4'x4' conc.)	EA	2	Two Thousand Five Hundred Dollars Zero Cents	\$ 2,500.00	\$ 5,000.00
46	Temporary Sample Point	EA	3	One Thousand Dollars Zero Cents	\$ 1,000.00	\$ 3,000.00
47	Remove & Replace Tree within ROW	EA	2	One Thousand Five Hundred Dollars Zero Cents	\$ 1,500.00	\$ 3,000.00
48	Open Cut Pavement Repair	LF	50	Eighty Five Dollars Zero Cents	\$ 85.00	\$ 4,250.00

49	1" Mill and 1" Resurface (S-III) Town Roads	SY	900	Thirty Five Dollars Zero Cents	\$ 35.00	\$ 31,500.00
50	1" Mill and 1" Resurface (Friction Course) FDOT Roads	SY	900	Forty Five Dollars Zero Cents	\$ 45.00	\$ 40,500.00
51	Total Road Reconstruction/Open Cut Trench Repair (2" Asphalt, 8" Limerock, 12" Stabilized Subgrade)	SY	900	Ninety Five Dollars Zero Cents	\$ 95.00	\$ 85,500.00
52	Remove & Replace 6' Wide Asphalt Walk	LF	25	Thirty Six Dollars Zero Cents	\$ 36.00	\$ 900.00
53	Remove & Replace Paver Driveway	SF	200	Fifteen Dollars Zero Cents	\$ 15.00	\$ 3,000.00
54	Remove & Replace Concrete Driveway	SF	400	Eight Dollars Zero Cents	\$ 8.00	\$ 3,200.00
55	Remove & Replace Asphalt Driveway	SF	200	Eight Dollars Zero Cents	\$ 8.00	\$ 1,600.00
56	Remove & Replace Decorative Driveway	SF	200	Twenty Dollars Zero Cents	\$ 20.00	\$ 4,000.00
57	Remove & Replace Header Curb	LF	25	Fifty Dollars Zero Cents	\$ 50.00	\$ 1,250.00

58	Remove & Replace Paver Speed Hump	LS	1	Four Thousand Five Hundred Dollars Zero Cents	\$ 4,500.00	\$ 4,500.00
59	Remove & Replace "Type D" Curb	LF	50	Fifty Dollars Zero Cents	\$ 50.00	\$ 2,500.00
60	Remove & Reinstall Mailboxes	EA	5	Two Hundred Dollars Zero Cents	\$ 200.00	\$ 1,000.00
61	Sewer Lateral Repair./ Adjustments	EA	10	Two Thousand One Hundred Dollars Zero Cents	\$ 2,100.00	\$ 21,000.00
62	Flowable Fill	CY	50	Two Hundred Eighty Dollars Zero Cents	\$ 280.00	\$ 14,000.00
63	Thermoplastic Pavement Markings	LS	1	Two Thousand Dollars Zero Cents	\$ 2,000.00	\$ 2,000.00
SEWER SYSTEM						
64	4" ARV Assembly w/ Manhole	EA	1	Seven Thousand Five Hundred Dollars Zero Cents	\$ 7,500.00	\$ 7,500.00
65	4" PVC C-900 FM Pipe (Restrained Joints)	LF	50	Forty Six Dollars Zero Cents	\$ 46.00	\$ 2,300.00
66	6" PVC C-900 FM Pipe (Restrained Joints)	LF	20	Fifty Two Dollars Zero Cents	\$ 52.00	\$ 1,040.00
67	8" PVC C-900 FM Pipe (Restrained Joints)	LF	20	Fifty Six Dollars Zero Cents	\$ 56.00	\$ 1,120.00

68	4" - 8" Plug Valve w/ Valve Box	EA	5	Two Thousand Two Hundred Dollars Zero Cents	\$ 2,200.00	\$ 11,000.00
69	Coat Interior Existing Sewer MH (Mainstay 2 Part)	EA	8	Four Thousand Dollars Zero Cents	\$ 4,000.00	\$ 32,000.00
70	Adjust Sewer MH Rim	EA	5	One Thousand Two Hundred Dollars Zero Cents	\$ 1,200.00	\$ 6,000.00
71	Sewer Flow Bypass Pumping	LS	1	Two Thousand Five Hundred Dollars Zero Cents	\$ 2,500.00	\$ 2,500.00
72	Remove Existing Sewer Pipe	LF	25	Twelve Dollars Zero Cents	\$ 12.00	\$ 300.00
73	8" PVC SDR 26 Sewer Pipe 0' - 10' Depth	LF	100	Two Hundred Forty Dollars Zero Cents	\$ 240.00	\$ 24,000.00
74	Single 4"-6" Sewer Lateral w/ Cleanout	EA	10	Two Thousand One Hundred Dollars Zero Cents	\$ 2,100.00	\$ 21,000.00
75	Double 4"-6" Sewer Lateral w/ Cleanout	EA	5	Two Thousand Five Hundred Dollars Zero Cents	\$ 2,500.00	\$ 12,500.00
76	DIP Epoxy Lined (P401) FM Fittings	TONS	2	Eight Thousand Five Hundred Dollars Zero Cents	\$ 8,500.00	\$ 17,000.00

TOTAL COST OF BID

\$ 939,200.00

BID ITEMS 1 – 76 (In numbers)

TOTAL COST OF BID

Nine Hundred Thirty Nine Thousand Two Hundred

BID ITEMS 1 – 76 (In words)

Dollars

Zero

Cents

The Contract shall be awarded on the Total Bid Amount

(Amounts are to be shown in both words and figures. In case of discrepancies, the amount shown in words will govern for each bid item, unit price, and total bid. Extended unit price shall prevail over total price for bid items based upon unit price.)

ALL BIDS MUST BE SIGNED WITH THE VENDOR NAME AND BY AN OFFICER OR EMPLOYEE HAVING THE AUTHORITY TO BIND THE COMPANY OR FIRM BY SIGNATURE.

PUBLIC ENTITY CRIMES FORM ATTACHED?

YES ✓

NO

NON-COLLUSION AFFIDAVIT ENCLOSED?

YES ✓

NO

HAVE YOUR INSURANCE REPRESENTATIVE REVIEW THE SAMPLE INSURANCE CERTIFICATE TO ENSURE COMPLIANCE.

File Attachments for Item:

A. Approve and authorize the Mayor to execute an Interlocal Agreement between the Town of Highland Beach and the Town of Gulf Stream for Building Department Services.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting

MEETING DATE *August 2, 2022*

SUBMITTED BY: Jeff Remas, Building Official

SUBJECT: **INTERLOCAL AGREEMENT BETWEEN THE TOWN OF HIGHLAND BEACH AND THE TOWN OF GULF STREAM FOR BUILDING DEPARTMENT SERVICES**

SUMMARY:

The Town of Gulf Stream has inquired about using the Town of Highland Beach Building Department for its services. The service requested is the enforcement of the Florida Building Code and does not include Planning & Zoning or Code Compliance. The Town of Gulf Stream is expected to increase the workload of the Building Department by approximately 30%, which will be handled with additional services from CAP Government for inspections, plan review, and administrative assistance. We received a commitment from CAP to provide the additional personnel necessary to service both towns, and CAP was prepared to handle Gulf Stream on its own before this venture. Adding personnel on a full-time basis from CAP will increase customer service to both towns as we will have inspectors and plan reviewers dedicated to our town. We currently use SmartGov software to handle the permitting process and will use the same software for Gulf Stream.

FISCAL IMPACT:

The average annual permit revenue for the Town of Gulf Stream over the past five years for the fiscal year ending 2021 is \$472,000. The additional revenue for the Building Department will cover the increased expenses of our CAP Government contract, software implementation, and administrative costs.

ATTACHMENTS:

Town Attorney prepared Interlocal Agreement

RECOMMENDATION:

Approval of the interlocal agreement

INTERLOCAL AGREEMENT BETWEEN THE TOWN OF HIGHLAND BEACH AND THE TOWN OF GULF STREAM FOR BUILDING DEPARTMENT SERVICES

THIS AGREEMENT for Florida Building Code and other land development plan review and inspection services ("Agreement") Is made and entered into this _____ day of _____, 2022 by and between the TOWN OF HIGHLAND BEACH, FLORIDA, a Florida municipal corporation located at 3614 South Ocean Blvd., Highland Beach, FL 33487, ("Highland Beach"), and the TOWN OF GULF STREAM, FLORIDA, a Florida municipal corporation located at 100 Sea Road, Gulf Stream, FL 33483 ("Gulf Stream") (collectively, the "Parties").

W I T N E S S E T H:

WHEREAS, pursuant to Section 163.01, Florida Statutes, Highland Beach and Gulf Stream have the authority to enter into agreements for sharing of certain governmental powers and obligations; and

WHEREAS, Gulf Stream wants to contract with Highland Beach to provide building department and related services, as further set forth herein; and

WHEREAS, Highland Beach agrees to provide said building department and related services in accordance with the terms of this Agreement; and

WHEREAS, the health, safety, and welfare of the residents of both Highland Beach and Gulf Stream will best be served by Highland Beach performing plan review and inspections for projects located within Gulf Stream's Town limits; and

WHEREAS, this Agreement evidences the intentions of the respective Parties to cooperate with each other in the furtherance of the public's interest.

NOW THEREFORE, in consideration of the foregoing, and of the mutual covenants and conditions set forth herein, Highland Beach and Gulf Stream hereby agree as follows:

Section 1. Definitions

Building Official: When used herein, the term "Building Official" shall mean the Chief Building Official for Highland Beach.

Code: When used herein, the term "Code" shall mean the Florida Building Code as amended, in addition to all applicable codes that require plan review and inspection.

Department: When used herein, the term “Department” shall mean the Highland Beach Building Department.

Fee(s): When used herein, the term “Fee” or “Fees” shall mean the fee(s) charged as a condition for plan review of Florida Building Code permits and/or the inspection fee charged for inspection of work; both made a part hereof.

Inspector: When used herein, the term “inspector” shall mean any Building Inspector in the employ of or hired by Highland Beach to perform inspection services for the Department.

Permit(s): When used herein, the term “permit” or “permits” shall mean permit(s) issued by Highland Beach for any construction work.

Permittee: When used herein, the term “permittee” shall mean any individual, corporation or other business entity applying for and/or holding a valid permit.

Structures: When used herein, the term “structures” shall mean any and all above-ground, in-ground, and/or underground structures, and any and all construction, mechanical, electrical and/or plumbing work for which a permit must be obtained.

Zoning Code: The Zoning Code and Land Development Regulations of the Town of Gulf Stream.

Section 2. Building Department Plan Review and Inspection Services

- A. The purpose of this Agreement is to provide Gulf Stream with the expertise and assistance of the Department for the inspection and permitting of certain construction projects within Gulf Stream for compliance with the Code. The City of Highland Beach, by and through the Department, shall serve to provide all building construction related services, in their entirety, except for the review of Gulf Stream’s zoning code, which shall continue to be the responsibility of Gulf Stream.
- B. The method by which this purpose will be accomplished is as follows:
 - 1. Gulf Stream shall adopt an ordinance which vests the responsibility for reviewing plans for compliance with the Code, issuing permits, and performing inspections within Gulf Stream in the Department.
 - 2. Applications for approval will be submitted and processed as follows:
 - a. Plans for Construction shall be submitted to Gulf Stream via the Gulf Stream online Building Department Portal by the applicant, and upon

payment of all applicable Zoning Code fees, shall be reviewed by Gulf Stream for compliance with Gulf Stream's Zoning Code. The applicant will be required to submit any Zoning Code payment to Gulf Stream, and ensure that the construction plans comply with the Zoning Code and are approved by Gulf Stream before the permits will be released to Highland Beach, through the online Building Department Portal, for review by the Department. NPDES inspections and paperwork needed to compile yearly reports will be provided to Gulf Stream at the end of the year for state reporting purposes.

- b. The Department shall review and process all plans submitted in the manner above, checking the same for compliance with the Code, and determine the subsidiary permits necessary and the amount of Fees. For processing and the inspection service, Highland Beach shall receive one hundred percent (100%) of the permit Fee, which shall be in accordance with building department Fees charged under the Town of Highland Beach Schedule of Fees. Fees charged to Gulf Stream properties shall be the same as those charged to Highland Beach properties, and all permits shall be processed on a first-come, first serve basis, with permits from neither municipality receiving priority over the other. After reviewing and processing said construction plans, Highland Beach shall indicate approval in Gulf Stream's online Building Department Portal, which will notify Gulf Stream and the Permittee regarding the approval status of the construction plans.
- c. Applications for all permits shall be submitted to Highland Beach on Highland Beach approved forms using Gulf Stream's online Building Department Portal, as approved by the Department. Highland Beach shall process and prepare all permits within Gulf Stream, once the permit application has received Gulf Stream approval consistent with those requirements set forth herein. Any authorized individual may request the Department to inspect a project on a given time and date. The permit inspection card and construction plans shall be on the construction site at all times, and the inspector, upon the completion of his inspection, will mark the card either as to acceptance and the date thereof, or will note reason for rejection and the date thereof.

- d. Upon satisfactory completion of the project and final inspection, the Building Official will prepare the Certificate of Occupancy and will forward said Certificate of Occupancy to Gulf Stream, which will release the Certificate of Occupancy to the permittee, or authorized agent thereof, upon confirming compliance with the Zoning Code. A copy of the Certificate of Occupancy will be provided to Highland Beach. Highland Beach shall not issue any Certificate(s) of Occupancy directly to any Permittee.
3. Gulf Stream shall be solely responsible for the enforcement of violations of the provisions of said Code by persons, firms, or corporations engaged in construction within Gulf Stream.
4. Gulf Stream shall assume responsibility for the administration of all consumer inquiries. The Building Official will assist Gulf Stream to answer inquiries that require input from the Department.
5. The Building Official shall have the right to refuse to perform any inspection within Gulf Stream should they deem it in the best interest of Highland Beach.
6. Subject to the limitations of 768.28 *Florida Statutes*, Gulf Stream shall hold harmless and indemnify Highland Beach against any and all claims for damages of every kind and nature including but not limited to claims for property damage, personal injury or death, arising out of the plan review and inspection process. Nothing contained in this provision shall be construed or interpreted as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, *Florida Statutes* by either Highland Beach or Gulf Stream.
7. Gulf Stream shall annually supply Highland Beach with a Certificate of Insurance from Gulf Stream's insurance carrier evidencing all the necessary insurance coverage for Highland Beach and employees of the Department.

Section 3. Duration and Notice

This Agreement shall be a continuing nature unless cancelled by either party for any reason and without penalty, on no less than ninety (90) days written notice. Any Fees paid to Highland Beach where inspection services are not completed shall be prorated in accordance with the percentage of inspection completed and any excess shall be refunded to Gulf Stream. Notice shall be considered sufficient when sent by certified mail or hand delivered to the other party during regular business hours at the following addresses:

Gulf Stream	Highland Beach
Town of Gulf Stream c/o Town Manager 100 Sea Road Gulf Stream, FL 33483	Town of Highland Beach c/o Town Manager 3614 South Ocean Blvd Highland Beach, FL 33487

Section 4. Miscellaneous

- A. This Interlocal Agreement shall be filed pursuant to the requirements of Section 163.01(11) of the Florida Statutes.
- B. This Agreement shall be governed by and in accordance with the Laws of Florida. The venue for any action arising from this Agreement shall be in Palm Beach County, Florida.
- C. Neither party shall assign or transfer any rights or interest in this Agreement without the written consent of the other party.
- D. This six (6) page Agreement constitutes the entire agreement between the Parties; no modification shall be made to this Agreement unless such modification is in writing, agreed to by both Parties and attached hereto as an addendum to this Agreement.
- E. Should any provision contained within this Agreement be determined by a court of competent jurisdiction to be unenforceable, such determination will not affect the validity or enforceability of any other section or part herein.
- F. This Agreement shall not be valid until signed by the Mayor and the Town Clerk of each party.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers on the date set forth above.

TOWN OF HIGHLAND BEACH

ATTEST:

Mayor

Town Clerk

Approved as to form:

Town Attorney

TOWN OF GULF STREAM

ATTEST:

Mayor

Town Clerk

Approved as to form:

Town Attorney

File Attachments for Item:

B. Resolution No. 2022-015

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



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Commission Meeting

MEETING DATE August 02, 2022

SUBMITTED BY: Ganelle Thompson, Administrative Support Specialist

SUBJECT: Resolution No. 2022-015

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

SUMMARY:

Consideration of Resolution No. 2022-015 ratifying the selection, appointments, and term of office of members of the Natural Resources Preservation Advisory Board; and providing for an effective date.

On February 04, 2022, Ms. Nievécita Maraj resigned from the Board, which created one (1) vacancy for an unexpired term ending April 30, 2024.

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

Appointment

Barbara Nestle (Parker Highland Condo)

As set forth in Sec. 2-99, in the Town's code, terms for all boards shall be three (3) years and no board member may serve more than two (2) consecutive terms on the same board without first taking a one-year hiatus from the board. Appointments for partial terms shall not count toward the two-term limit. Additionally, in accordance with Resolution 19-029, the Highland Beach Police Department (HBPD) reported a preliminary background check on each applicant to the Town Clerk's Office. The background check result disclosed there were no objectionable findings. Lastly, there is no history found for any code violations.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Barbara Nestle Application
Resolution No. 2022-015

RECOMMENDATION:

With the Commission's consideration, Staff recommends the adoption of Resolution No. 2022-015 for the applicant to serve an unexpired term ending April 30, 2024.



RESOLUTION NO. 2022-015

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

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

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

WHEREAS, on February 04, 2022, one (1) member resigned, thereby opening one (1) vacancy on the Board; and

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

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

WHEREAS, the Town Code requires the Chairperson to vet the applicant and make a recommendation to the Town Commission. Currently, there is no Chairperson or Vice Chairperson on the Natural Resources Preservation Advisory Board to interview the applicant or recommend that the Town Commission appoints one (1) applicant to the Board; and

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

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

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

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

Board Member Barbara Nestle – term expires April 30, 2024

Section 3. This Resolution shall become effective upon adoption.

DONE AND ADOPTED by the Town Commission of the Town of Highland Beach, Florida, this
02 day of **August** 2022.

ATTEST:

Douglas Hillman, Mayor

**REVIEWED FOR LEGAL
SUFFICIENCY**

Lanelda Gaskins, MMC
Town Clerk

Glen Torcivia, Town Attorney
Town of Highland Beach

VOTES:

YES NO

Mayor Douglas Hillman
Vice Mayor Natasha Moore
Commissioner Peggy Gossett-Seidman
Commissioner Evalyn David
Commissioner John Shoemaker



Town of Highland Beach

RECEIVED

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

MAY 17 2022

Town of Highland Beach, FL
Town Clerk's Office

BOARDS AND COMMITTEES APPLICATION

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

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

NAME: Barbara Nestle PHONE: 617 870 1719
HOME ADDRESS: 4605 S Ocean Blv APT. NO. 7C
SUBDIVISION: _____ EMAIL ADDRESS: nesbarb@gmail.com

PLEASE SELECT THE BOARD(S) / COMMITTEE(S) ON WHICH YOU ARE INTERESTED IN SERVING IN NUMERICAL ORDER FROM 1 THROUGH 5, WITH 1 BEING YOUR FIRST CHOICE AND 5 THE LEAST CHOICE. (A description of the responsibilities of each Board is on the back of this application.)

<input type="checkbox"/> Board of Adjustment & Appeals	<input type="checkbox"/> Code Enforcement Board
<input type="checkbox"/> Financial Advisory Board	<input checked="" type="checkbox"/> Natural Resources Preservation Board
<input type="checkbox"/> Planning Board	<input type="checkbox"/> Other Board /Committee

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

Are you a resident of Highland Beach?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Are you a registered voter in Highland Beach/Palm Beach County, FL?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (not given)
Are you currently serving on a Town Board?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Have you ever served on a Town Board/Committee?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If so, please indicate the Board(s)/Committee(s)? _____	Date of Service: _____
Are you willing to attend monthly board meetings? In Person / Telecom	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Per Town Code of Ordinance, I understand any member absence from three (3) consecutive meetings will be considered as resignation from the board/committee.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

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

I am a Swiss lawyer and nature lover, speaking 4 languages fluently. I have lived and worked in various countries and we moved to the USA from London, UK in 2016. We moved to Florida in August 2021 (from Boston, MA). While I do not have any professional experience related to nature and the environment, I am passionate about environmental issues and land preservation. I have helped Bike Newton in Newton MA (active committee member) and was active in Green Newton (MA charity). I also was the responsible person for Safe Routes to School in Newton MA (for our school) and the co-leader of our schools Green Team (in Newton, MA). Our local Green team won MA state prizes under my guidance.

In Highland Beach, I watch the turtles nest (just this morning we observed one from our window) and I clean up the beach regularly. We observed a shark biting a smaller fish yesterday and spend hours analysis our ocean birds fishing and gathering. Coming from a nature oriented country, I grew up with environmental conciouseness. My hobbies are long walks along the beach, swimming, hiking in our nature parks, so all is related to being in our wonderful preservation areas. Highland Beach is all about its natural beauty, and I would feel very privileged to be able to contribute to its preservation.

Please summarize your volunteer experience(s):

Relevant volunteering experience:

USA:

Bike Newton, MA - committee member (safer biking, bike trails, biking promotion etc)

Safe Routes to School MA (SRTS) - leader for our local school in Newton, MA (safe walking and biking to school)

Green Team Newton, MA - co leader for our Green Team (MA state wide initiative for students' education and activities)

Green Newton - active member (gas leaks, tree preservation, leaf blowers, park preservation etc)

London, UK:

Norland Conservation Society, West London, UK, active member (tree protection, sidewalks, cross walks etc)

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

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

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

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



Signature of Applicant

May 17, 2022

Date

☒ Resume Attached.

Barbara M. Nestlé

4605 South Ocean Blv, 7C, Highland Beach, FL 33487, USA

nesbarb@gmail.com
Mobile: +1 617 870 1719

A dedicated, multi-lingual business development/strategy executive and lawyer in Private Equity, Technology and Innovation. Extensive international and cross cultural business development and transaction experience in growing technology enterprises and big 4 accounting/consultancy firm/law firms. Proven track record in growing businesses and client relationships. Unique combined experience as corporate lawyer and international strategy/growth director (IMD MBA). After relocation to the USA in 2016, focusing on green and nature preservation initiatives in the Commonwealth of MA and City of Newton. Passionate local green “activist”.

Key Achievements

- Volunteering for green/environmental charities/organizations: 1) Saved Newton's Webster Woods by actively participating in residents' meetings and cooperation with mayor and team, to save Newton's largest woodlands. 2) Made a local difference as Newton public schools' Safe Routes to School coordinator for Mason Rice School and Newton Centre: walking and biking safety in Newton, MA, pedestrian training for kids, walk and bike events, green initiatives etc. 3) Active Member of Green Newton, Bike Newton (committee member) with small local impacts in environmental matters (parking, biking, public planning etc.). 4) Co-leader of Newton school's Green Team winning state prizes for the team.
- Implemented new EMEA growth strategy for globally leading US law firm White & Case (London UK): sustainable growth by focusing on industry sectors and clients in the area of M&A
- Contributed to the growth of enterprises in different sectors by applying innovative and entrepreneurial approaches (Enjoin Partners)
- Significantly grew client profitability and revenues of several key EY Private Equity (buy out) clients – in Europe, US, and Middle East
- Sourced multiple transaction opportunities for large Private Equity clients and led winning teams for deal pitches/proposals.
- Grew the Landis+Gyr global energy solutions/smart metering business by identifying Asian, US and European growth markets, acquisition targets and by negotiating joint ventures (in collaboration with private equity owners).
- Co-initiated and led various Swisscom projects (public wireless LAN, e marketplace etc) which improved Swisscom's equity story
- Became a Swiss legal opinion leader in IP/IT law and transactions (legal practice in both the US and Switzerland)

CAREER HISTORY

Various environmental/nature protection activities, Newton, MA, USA

09/16 – 08/2021

- Safe Routes to School (SRTS) Coordinator Newton Mason Rice School (MA statewide initiative for safe routes to school other than driving): kids walking and biking events, awareness training, cooperation with city of Newton with monthly meetings with city mayor team, Department for Transport, Police etc (www.Mass.gov/safe-routes)
- Bike Newton (committee member): various new bike lanes, bike trips for residents, safety, awareness, etc. (www.bikenewton.org)
- Green Newton (active member): tree preservation, recycling, composting, solar energy, renewable energy initiative and education, etc. (www.greennewton.org)

- Green Team co leader: Teaching elementary school children about pollution, global warming etc./winning state prizes. (www.thegreenteam.org)
- Save Webster Woods team: residents initiative to save woodland from building by Boston College: A multi-year effort by the Friends of Webster Woods (active member and webmaster), the Newton Conservators, and others led to a unanimous vote of the Newton City Council in December 2019 to take 17 wooded acres of Webster Woods from Boston College by an eminent domain purchase. (www.newtonconservators.org, Facebook:fowwnewton)

White & Case LLP, London, UK

09/14 – 09/16

EMEA Head of Business Development, Corporate M&A

- Leading EMEA wide team of business development professionals
- Turn around of the firm's Corporate M&A business: focus on clients and industries, building up London and European Private Equity practice
- Working with senior and executive partners in defining and executing the firm's new strategy.

Enjoin Partners Ltd, London, UK

05/12 – 08/14

Innovation/Business Development Consulting

Partner

Advising innovation focused enterprises (from start ups to large multi nationals) on growing its business with an entrepreneurial innovation cell approach developed by Enjoin Partners (an eclectic mix of professionals from ex McKinsey & Co partners to leading artists, www.enjoinpartners.com) and practicing the latter in a real entrepreneurial environment (i.e. growing the Zendegii Ltd business in UK)

EY - Ernst & Young LLP, London, UK

06/06 – 03/12

Transaction Advisory Services – Private Equity

Client Service Director

Overall responsibility for developing key Private Equity clients and infrastructure funds:

- Growing Transaction Advisory Services business in the Private Equity and Infrastructure Investments team: main responsibility to develop the client business relationship.
- Managing the client deal pipeline and finding transaction opportunities for clients (deal sourcing/networking)
- Key contact for Private Equity and Infrastructure clients (besides the Client Service Partner)

Landis+Gyr AG/Inc. Zug, Switzerland and Lafayette, Indiana, USA

02/04 – 06/06

(Worldwide leader in electricity management and smart metering solutions)

Vice President Business Development (and General Counsel)

Global Vice President Business Development, reporting to Group CEO, leading strategic and corporate/business development initiatives globally and having overall legal responsibility for the group. Responsible for group expansion strategy, global growth and acquisition initiatives but also for international litigations, arbitrations and key legal issues.

- Member of the management team. Cooperation with Private Equity owners (KKR, later Bayard Capital)
- In cooperation with the investor (Bayard Capital), managed US strategy project, the biggest growth market worldwide. Defined US market strategy, screened targets and led the overall growth/M&A process
- Evaluated and redefined European systems business strategy, identified targets, led acquisition projects
- Counseled in important legal issues (indemnities in sale of Landis+Gyr, global litigation with major financial impact)

Swisscom AG, Berne and Zurich, Switzerland
(Switzerland's largest telecom company)

01/00 – 02/04

Strategy Department - Senior Project Manager Business Development (04/01 – 02/04)

Reporting to Group Chief Strategy Officer

- Led European international strategy and corporate development projects within the strategy department (market entry, growth, M&A, market and target screening, corporate venturing etc): e.g. growth of German participation Debitel AG and group wide corporate venturing project
- Managed participation of an e-business investment, cooperated with board of directors in defining and implementing the growth strategy and setting and monitoring financial targets
- Co-initiated and led European Public Wireless LAN venture (market analysis, acquisitions), resulting in Eurospot AG, Geneva, with representations all over Europe

Head of Customer Contract Management, Senior Legal Counsel (01/00 – 04/01)

Reporting to Group General Counsel

- Had overall legal responsibility for setting up and leading contract management in the Swisscom group. Led and managed team of lawyers who negotiated customer contracts and established general terms and conditions
- Led international negotiations for big impact customer contracts with key accounts

Pestalozzi Lachenal & Patry, Zurich
(One of Switzerland's largest law firms)

11/96 – 12/99

Senior Associate

- Run private practice with overall responsibility for international clients (contracts, M&A and IP, IT law) and led teams of lawyers
- Served as President of Intellectual Property and New Technologies commission of AIJA ("Association Internationale des Jeunes Avocats")

Baker & McKenzie, San Francisco USA and Zurich
(Largest law firm globally in terms of number of lawyers)

05/94 – 09/95

Foreign Associate in International Trade Department, San Francisco and Palo Alto
Commercial lawyer Zurich office

District Court of Horgen, Switzerland

07/93 – 04/94

Clerk to Judge

EDUCATION

Executive global MBA, IMD (International Institute for Management Development, Lausanne, Switzerland)

2003

Program for Executive Development IMD

2001

Admission to the Zurich and Swiss Bar, Swiss Attorney at Law
(1 year study program)

1996

Law School, University of Zurich, Switzerland
graduated lic.iur. with first class honors

1993

LANGUAGE SKILLS

German:	Mother tongue
English:	Fully fluent (written and spoken)
French:	Fluent (written and spoken)
Italian:	Fluent (written and spoken)
Spanish:	Beginner (spoken)

ADDITIONAL INFORMATION

- Born in Zurich, Switzerland
- Permanent resident in USA ("green card")
- Member of Supervisory Board in Pension Plan Foundation for Swisscom (Until 2004, fund value 5,2 bio CHF) and Siemens (for L+G, until Sep 2005, fund value 1,7 bio CHF)
- Hobbies: Hiking, swimming, biking, modern art and design, gardening, and also tennis and ice skating

File Attachments for Item:

C. July 19, 2022 - Commission Meeting Minutes



TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING MINUTES

Town Hall / Commission Chambers
3614 South Ocean Boulevard
Highland Beach, Florida 33487

Date: July 19, 2022
Time: 1:30 P.M.

1. CALL TO ORDER

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

2. ROLL CALL

Commissioner John Shoemaker
Commissioner Evalyn David
Commissioner Peggy Gossett-Seidman (joined virtually)
Vice Mayor Natasha Moore
Mayor Douglas Hillman
Town Manager Marshall Labadie
Town Attorney Glen Torcivia
Town Clerk Lanelda Gaskins

3. PLEDGE OF ALLEGIANCE

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

4. APPROVAL OF THE AGENDA

MOTION: David/Gossett-Seidman - Moved to accept the agenda as presented, which passed unanimously 5 to 0.

5. PRESENTATIONS / PROCLAMATIONS

A. None.

6. PUBLIC COMMENTS

There were no public comments.

7. ANNOUNCEMENTS

Mayor Hillman read the announcements as follows:

Board Vacancies

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

Natural Resources Preservation Advisory Board - One vacancy for an unexpired term ending April 30, 2024

Meetings and Events

August 02, 2022 - 1:30 P.M. Town Commission Meeting

August 04, 2022 - 12:00 P.M. Town Commission Special Meeting

Board Action Report

A. Financial Advisory Board (Informational Only)

1. July 2022 Board Action Reports (For Information Only)

8. ORDINANCES

A. None.

9. CONSENT AGENDA

A. None.

10. UNFINISHED BUSINESS

A. Fire Rescue Implementation Update

Town Manager Labadie provided an update on Fire Rescue Implementation.

B. Discussion of potential revision to the Building Recertification Program based on Senate Bill 4D - Building Safety.

Mayor Hillman introduced this item.

Building Official Jeff Remas presented a PowerPoint highlighting Senate Bill 4D - Safety Building and the proposed revisions to the Town's Building Recertification ordinance. Town staff will prepare an ordinance with the new modifications and present it at the August 2, 2022, Town Commission meeting.

Commissioner Shoemaker asked Building Official Remas for a hard copy of the PowerPoint slides.

Mayor Hillman asked Building Official Remas to present the Building Recertification Program - Senate Bill 4D – Building Safety at an upcoming Condo Presidents meeting on July 26th.

11. NEW BUSINESS

- A. Approve and authorize the Town Manager to execute Task Order No. 23 with Baxter Woodman, Inc. in an amount not to exceed \$53,513.00 for Engineering Services for Lift Station No. 3 Rehabilitation.**

Mayor Hillman read the title of Item 11.A.

Public Works Director Pat Roman presented this item.

Mayor Hillman asked Public Work Director Roman to provide a five-year summary of the lift station rehabilitation projects, including costs.

MOTION: David/Gossett-Seidman - Moved to approve Task Order No. 23 for the rehabilitation of Lift Station No. 3 in an amount not to exceed \$53,513.00, which passed unanimously 5 to 0.

- B. Resolution No. 2022-014**

A Resolution of the Town Commission of the Town of Highland Beach, Florida, setting the proposed not to exceed millage rate pursuant to Section 200.065(2)(B), Florida Statutes, and setting the date, time, and place at which a public hearing will be held to consider the Proposed Millage Rate and Tentative Budget.

Mayor Hillman read the title of Resolution No. 2022-014.

Finance Director David DiLena and Town Manager Labadie presented this item and PowerPoint slides of the Proposed Operating Budget.

The Town Commission discussed the proposed operating budget, including the reserves, and set the proposed millage rate not to exceed 3.6000 mills.

MOTION: David/Shoemaker - Moved to approve Resolution No. 2022-014 to set the not to exceed proposed millage rate at 3.6000. Upon roll call: Commissioner David (Yes); Commissioner Shoemaker (Yes); Commissioner Gossett-Seidman (Yes); Vice Mayor Moore (Yes); and Mayor Hillman (Yes), which passed on a 5 to 0 vote.

- C. Consideration to nominate a Chairperson for the External Auditor Selection Committee, who shall assist the Town Commission in selecting an external auditor to conduct the Town of Highland Beach's annual financial audit as required by Florida Statute 218.39.**

Assistant Town Manager Eric Marmer presented this item.

MOTION: Hillman/Gossett-Seidman - Moved to nominate Commissioner Evalyn David as the Chairperson, which passed unanimously 5 to 0.

There were discussions about establishing the committee and considering several members of the Financial Advisory Board.

D. Designation of a Voting Delegate for the Florida League of Cities 96th Annual Conference – Required Business Meetings

Mayor Hillman presented this item and proposed designating Commissioner Gossett-Seidman as the voting delegate and Vice Mayor Moore as the alternate.

MOTION: Hillman/David - Moved to designate Commissioner Peggy Gossett-Seidman as the Voting Delegate for the Florida League of Cities 96th Annual Conference, which passed unanimously 5 to 0.

E. Approval of the Commission Meeting Minutes

June 21, 2022, Commission Meeting Special Minutes

June 21, 2022, Commission Meeting Minutes

MOTION: David/Gossett-Seidman - Moved to accept the minutes from June 21, 2022, Special Meeting and June 21, 2022, Commission Regular Meeting, which passed unanimously 5 to 0.

12. TOWN COMMISSION COMMENTS

Commissioner John Shoemaker spoke about the Manager's Minutes, the schedule conflict with the Florida League of Cities Annual Conference, and the Florida Department of Transportation (FDOT) Public Meeting slated for August 11, 2022. Because of the schedule conflict, Mayor Hillman suggested that Town Clerk Gaskins contact FDOT and ask them to consider another meeting date. Commissioner Shoemaker asked if the Town of Gulfstream partnership would require new hires, and Town Manager answered "no" and explained the process.

Commissioner Evalyn David had no comments.

Commissioner Peggy Gossett-Seidman spoke about a League of Cities meeting that she attended and heard about the Town of Gulfstream's building permit issues. After that, she informed Town Manager Labadie about the situation, and he followed up on the matter. Lastly, she commented on how well the Town has been operating efficiently.

Vice Mayor Natasha Moore provided a PowerPoint presentation update on the water/sewer rates by type.

Commissioner Gossett-Seidman suggested adding Vice Mayor Moore's presentation as an agenda item and uploading the PowerPoint slides with the agenda.

Mayor Douglas Hillman inquired about the progress of finding someone to update the Town's website, and Town Manager Labadie explained that staff was working to find someone or a firm to assist with this matter.

13. TOWN ATTORNEY'S REPORT

Town Attorney Torcivia mentioned that he attended the Palm Beach County Municipal Clerk's Association Election Workshop last Friday.

14. TOWN MANAGER'S REPORT

Town Manager Labadie reported the following:

The interlocal agreement with the Town of Gulfstream will be on the August 2, 2022, Town Commission agenda.

He spoke about the Building Recertification Program related to Senate Bill 4D – Safety Building.

The Palm Beach County Inspector General's staff was on site today, and the Town received a great review.

15. ADJOURNMENT

The meeting adjourned at 4:45 P.M.

APPROVED August 02, 2022, Town Commission Meeting.

ATTEST:

Douglas Hillman, Mayor

Transcribed by
Lanelda Gaskins

Lanelda Gaskins, MMC
Town Clerk

August 02, 2022
Date

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

File Attachments for Item:

1. Florida Fish and Wildlife Conservation Commission Boat Tour and Analysis







