



# TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING AGENDA

**Tuesday, October 01, 2024 AT 1:30 PM**

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

## **Town Commission**

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

**Mayor  
Vice Mayor  
Commissioner  
Commissioner  
Commissioner**

**Marshall Labadie  
Lanelda Gaskins  
Leonard G. Rubin**

**Town Manager  
Town Clerk  
Town Attorney**

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

A. State of Education Report by School Board Member Eric Whitfield, District 4  
School District of Palm Beach County

B. Domestic Violence Month Proclamation

## **7. PUBLIC COMMENTS**

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

A. Barbara Nestle, Chairperson of the Natural Resources Preservation Advisory  
Board

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

A. None.

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

A. Resolution No. 2024-027

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 Planning Board; and providing for an effective date.

B. Resolution No. 2024-028

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

C. Resolution No. 2024-029

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

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

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

B. Sanitary Sewer Lining Rehabilitation Project Update

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

A. Resolution No. 2024-030

A Resolution of the Town Commission of the Town of Highland Beach, Florida, correcting a scrivener's error in Resolution No. 2024-026 referencing Exhibit C of the Adopted Fiscal Year 2024-2025 Schedule of Fees; providing that the Water System Connection charges are not classified as impact fees, and that the sewer connection charges are not classified as impact fees, and adding irrigation meter installation fees set at time and material plus 25%; and providing for an effective date.

- B. Consideration of the Town of Highland Beach Fire Rescue Department Personnel Rules and Regulations.

**12. TOWN COMMISSION COMMENTS**

Commissioner Judith M. Goldberg

Commissioner Donald Peters

Commissioner Evalyn David

Vice Mayor David Stern

Mayor Natasha Moore

**13. TOWN ATTORNEY'S REPORT**

**14. TOWN MANAGER'S REPORT**

**15. ANNOUNCEMENTS**

**Board Vacancies**

Board of Adjustment and Appeals Board

One (1) vacancy for a three-year term

Code Enforcement Board

Two (2) vacancies for three-year terms; One (1) vacancy for an unexpired ending December 7 2024; and One (1) vacancy for an unexpired ending May 30, 2025

**Meetings and Events**

October 08, 2024 1:00 P.M. Special Magistrate Hearing

October 10, 2024 9:30 A.M. Planning Board Regular Meeting

October 14, 2024 Town Hall closed in Observance of Columbus Day

October 15, 2024 1:30 P.M. Town Commission Meeting

**Board Action Report**

None.

**16. 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:**

B. Domestic Violence Month Proclamation



## *Town of Highland Beach, Florida*

# *Proclamation*

Declaring the Month of October 2024 as Domestic Violence Awareness Month

**WHEREAS**, domestic violence impacts millions of people each year and continues to be a major social crisis and health care concern in our country, state and county, and;

**WHEREAS**, regardless of race, age, ability, sexual orientation, gender identity, socio-economic status or citizenship, victims receive the empathy and compassion they need to heal and equitable access to medical and legal services, counseling, safe housing and supportive services, and those who choose to cause harm should be held accountable for their actions and provided opportunities for rehabilitation, and;

**WHEREAS**, the Town of Highland Beach recognizes the vital importance of reducing domestic violence through prevention and education; and

**WHEREAS**, Aid to Victims of Domestic Abuse, Inc. (AVDA) facilitates prevention programming in line with the CDC's recommendations to prevent domestic violence; and

**WHEREAS**, the social changes needed to prevent domestic violence are created through education, community engagement and accountability, and institutional change throughout communities; and

**WHEREAS**, the Palm Beach County Coordinated Community Response Team builds key partnerships among justice agencies, health providers, allied professionals, domestic violence centers and victim services to assist victims and their families and to hold offenders accountable, and;

**WHEREAS**, in supporting victims of domestic violence, the Town of Highland Beach joins local programs, state coalitions and national organizations committed to sending a clear message that domestic violence will not be tolerated.

**WHEREAS**, the Town of Highland Beach recognizes the vital importance of designating a time devoted to increasing the general public's awareness to hold forth a vision of a community free from domestic violence.

**NOW, THEREFORE, I NATASHA MOORE, MAYOR** of the Town of Highland Beach, Florida, on behalf of Town Commission do hereby proclaim the month of October 2024 as:

## *Domestic Violence Awareness Month*

**IN WITNESS WHEREFORE**, I have hereunto set my hand and caused the official seal of the Town of Highland Beach, Florida to be affixed this 1<sup>st</sup> day of October, 2024.

---

**NATASHA MOORE**  
**MAYOR**

**File Attachments for Item:**

A. Barbara Nestle, Chairperson of the Natural Resources Preservation Advisory Board

**From:** [Barb Nes](#)  
**To:** [Lanelda Gaskins](#)  
**Cc:** [Ingrid Allen](#); [Babara Nestle](#)  
**Subject:** Barbara NestleSep2024LetterreLeafblowers.pdf  
**Date:** Sunday, September 1, 2024 3:50:41 PM  
**Attachments:** [Barbara NestleSep2024LetterreLeafblowers.pdf](#)

---

Dear Mrs Gaskins,

Pls find attached my letter re leaf blowers as a public comment on the upcoming Commission meeting of October 1. Would it be possible to schedule it for that day with this letter?

Thanks a lot, best regards, Barbara Nestle

**Barbara Nestle**  
**Highland Beach, FL**  
617 870 1719  
**nesbarb@gmail.com**

September 1, 2024

To Lanelda Gaskins, Townclerk  
Natasha Moore, Mayor  
David Stern, Vice Mayor

Highland Beach, FL, 33487

**Re: Leafblowers**

Dear Mrs Gaskins:

I am aware that leaf blowers were discussed on January 1, 2023 and I made a respective public comment in the Commission meeting on February 21, 2023. No discussions or decisions have ever since been made, hence I am reaching out again to the Commission with the following public comment (same as made in February 2023):

*Many landscapers and private individuals in Highland Beach use polluting and noisy gas-powered leaf blowers which have been banned in many villages and towns of our calibre, all over the USA.*

*These leaf blowers **generate toxic, carcinogenic air pollution and noise that far exceeds health and safety standards.** Using gas powered leaf blowers are very bad for our health, fragile dunes/barrier island environment, and enjoyment of the benefits of living in our five miles of paradise. People come to Highland Beach to enjoy our beautiful nature and beaches and not to be drowned in noise and toxic fumes.*

**Toxic pollution** – Using a two-stroke gas-powered leaf blower for 30 minutes produces pollutants equal to those generated by driving a Ford F-150 truck 3,900 miles, or as far as from Texas to Alaska.

**Harmful health impacts** - Ozone and PM2.5s are well known causes of, or contributors to, early death, cardiovascular disease, asthma, chronic obstructive pulmonary disease, lung cancer, premature births, and other serious health conditions. Even short-term exposure can be harmful.

**Damaging noise** - Noise from leaf blowers ranges from 102–115 decibels (“dBs”)!

*For these reasons, Miami Beach is phasing out gas powered leaf blowers, Naples, Palm Beach, and other towns have implemented leaf blower regulations/bans. Our paradise of Highland Beach cannot afford to wait longer.*

*We should as soon as possible discuss a regulation stipulating that no leaf blower may be operated except one (1) 65 dB(A) electric or battery powered leaf blower per lot during the permitted hours (TBD), with further specifications about allowed types and some exemptions for larger lots. After a storm or emergency, the mayor could temporarily suspend the law.*

*Violations should end in suspensions for 60 days or longer and shall be subject to penalty.*

*I appreciate your attention and look forward to hearing an update in one of the coming Commission meetings. I am happy to help the town drafting a leafblower ordinance.*

*Could you pls **schedule this topic for your October 1 meeting** where I can present this as a public comment? Many thanks.*

*Best regards,  
Barbara Nestle*

**File Attachments for Item:**

A. Resolution No. 2024-027

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 Planning Board; and providing for an effective date.



# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

---

**MEETING TYPE:** Commission Meeting  
**MEETING DATE** October 01, 2024  
**SUBMITTED BY:** Jaclyn DeHart, Deputy Town Clerk  
**THROUGH** Lanelda Gaskins, Town Clerk  
**SUBJECT:** Resolution No. 2024-027

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 Planning Board; and providing for an effective date.

---

**SUMMARY:**

Consideration of Resolution No. 2024-027 ratifying the selection, appointments, and term of office of a member of the Planning Board Appeals; and providing for an effective date.

In September of 2021 the Town Commission appointed Mr. Powell to the Planning Board to serve a three-year term that ends September 21, 2024, and is seeking to serve a full three-year term ending October 01, 2027.

To conclude, Mr. Powell has met the qualifications for reappointment that a person shall be a resident of the Town domiciled within the corporate limits and has been a registered voter of Highland Beach for a year at least one year prior to reappointment. These results were corroborated by records from the Palm Beach County Property Appraiser and the Palm Beach County Supervisor of Elections Offices websites.

---

**FISCAL IMPACT:**

N/A

---

**ATTACHMENTS:**

David Powell Application  
Resolution No. 2024-027

---

**RECOMMENDATION:**

With the Commission's consideration, Staff recommends the adoption of Resolution No. 2024-027 for the applicants to serve a term as outlined in the resolution.





## **RESOLUTION NO. 2024-027**

### **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 PLANNING BOARD; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 20, Article II, Sec. 20-26 of the Town's Code of Ordinances establishes the Planning Board and governs the membership, qualification, function, and rules of the Planning Board; and

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

**WHEREAS**, on September 21, 2021, David Powell was appointed by Town Commission to fill a three-year term ending September 21, 2024, and is eligible for reappointment for a three-year term; and

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

**WHEREAS**, the chairperson of the Planning Board interviewed the applicant and recommends that the Town Commission appoint one (1) applicant to the Board; and

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

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

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

**Section 2.** Consistent with the Town’s Code of Ordinances, one (1) member has been selected by the Town Commission to serve on the Planning Board for a three-year term as follows.

**Board Member**      David Powel      Term ends on October 01, 2027

**Section 3.** This Resolution shall become effective upon adoption.

**DONE AND ADOPTED** by the Town Commission of the Town of Highland Beach, Florida, this **1st** day of **October** 2024.

**ATTEST:**

\_\_\_\_\_  
Natasha Moore, Mayor

**REVIEWED      FOR      LEGAL  
SUFFICIENCY**

\_\_\_\_\_  
Lanelda Gaskins, MMC  
Town Clerk

\_\_\_\_\_  
Leonard G. Rubin, Town Attorney  
Town of Highland Beach

**VOTES:**

**YES   NO**

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



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

Town of Highland Beach, FL  
Town Clerk's Office

JUL 13 2021

RECEIVED

**BOARDS AND COMMITTEES APPLICATION**

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

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

NAME: David Powell PHONE: 847-532-5439

HOME ADDRESS: 4008 S Ocean Blvd APT. NO. \_\_\_\_\_

SUBDIVISION: Ocean Cove EMAIL ADDRESS: davidpowell60@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.)**

2 Board of Adjustment & Appeals

3 Code Enforcement Board

4 Financial Advisory Board

\_\_\_\_ Natural Resources Preservation Board

1 Planning Board

\_\_\_\_ Other Board /Committee

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

Are you a resident of Highland Beach? Yes X No \_\_\_\_\_

Are you a registered voter in Highland Beach/Palm Beach County, FL? Yes X No \_\_\_\_\_

Are you currently serving on a Town Board? Yes \_\_\_\_\_ No X

Have you ever served on a Town Board/Committee? Yes \_\_\_\_\_ No X

If so, please indicate the Board(s)/Committee(s)? \_\_\_\_\_ Date of Service: \_\_\_\_\_

Are you willing to attend monthly board meetings? In Person / Telecom Yes X No \_\_\_\_\_

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



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

I have spent most of my career in the construction industry with automation, and equipment manufacturers such as Honeywell, Johnson Controls, United Technologies, and Siemens. I also spent a portion in the Oil and Gas exploration industry with Western Oilfields. I have held roles from President to Operations Management, Project Management, Executive Vice President, COO and Marketing / Business Development. I hold a Black Belt in Six Sigma as well as Lean. I recently retired and am looking to stay involved with the building/construction industry.

Please summarize your volunteer experience(s):

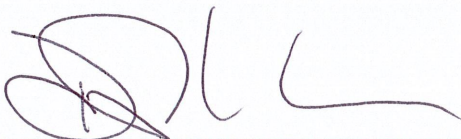
Currently serving my third term as the Treasurer of my Home Owners Association, Boca Helping Hands, Home Safe.

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

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

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

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



Signature of Applicant

David Powell 7/12/21

Date

☒ Resume Attached.



# DAVID POWELL

Highland Beach, Florida

847.532.5439

[davidpowell60@gmail.com](mailto:davidpowell60@gmail.com)

Senior Executive transformational leader linking people, vision, strategy, solutions and process with client outcomes for sustainable growth within complex, leading edge technology / clean-tech organizations. Strong financial and technical acumen and highly effective talent leadership, business development; building cohesive organizational and operations expertise – to drive market share. Ability to identify, develop and maximize growth opportunities, develop operational solutions, and process improvements throughout organizations – developed/executed strategic plans for \$45M to \$500M businesses. Decisive style, ability to drive commitment to change, demonstrates intellectual curiosity.

## CAREER ACCOMPLISHMENTS

### **Siemens/Johnson Controls/Western Oilfields/United Technologies/Honeywell**

- Navigated organizational headwinds associated with merger integration to lead area sales team to post top line growth of 108% and acquired gross margin growth of 106% in 2017.
- Lead resurgence of share growth from seventeen to thirty percent in 2016.
- Directed the organization's fiscal function and performance resulting in: Segment income growth of 231%, acquired gross margin 106%, recurring secured GM, 242% in 2014.
- Improved the overall operation and effectiveness of the organization resulting in: Segment revenue growth of 148%, acquired gross margin up 146%, and net income 121% in 2013.
- Installed business processes impacting 1900 employees in 60 Locations: EBITDA: 132% in 2011.
- Reengineered business processes to achieve operational EBIT Improvement of 200% in 2008.
- Implemented solution selling and customer relationship development approach resulting in revenue: 117% and net income: 164% of plan in 2007.
- Designed and implemented New Business Development Initiative delivering orders growth of 592% in 2004 and 221% in 2005.
- Delivered results v. plan: Revenue: 108%, Profit: 111%, Orders: 106% in 2003
- Aligned operational excellence projects with key business processes: \$118M in Cost Productivity in 2002.

## PROFESSIONAL EXPERIENCE

**EDGE CAPITAL PARTNERS**, Highland Beach, FL

**2020 - Present**

**Principal**, Highland Beach, FL

Leading a real estate asset investment and services firm.

**SIEMENS**, Munich, Germany

**2018 - 2020**

**Director**, Orlando, FL

Leading digitally enabled opportunities within the Smart Infrastructure division of Siemens providing outcomes-based solutions in software, hardware, automation, fire and security systems resulting in convergence of IT and OT with digital and physical systems. Utilize data and building solutions offerings to provide energy efficiency, occupant comfort, and regulatory compliance for customers.

**JOHNSON CONTROLS**, Milwaukee, WI

**2012 - 2018**

**General Manager**, Miami, FL

Florida operations within Building Efficiency of Johnson Controls providing turnkey capital custom engineered solutions in automation, fire and security systems. Providing clients with greater visibility into operations, providing actionable insight, and identifying energy and operational saving opportunities in commercial and industrial buildings utilizing an analytics platform driving better operational business outcomes and increased asset valuations



**WESTERN OILFIELDS**, Bakersfield, CA**2011 - 2012****Executive Vice President**, Bakersfield, CA

Executive Vice President of Western Oilfields, a privately held manufacturer and provider of custom liquid handling solutions. Hired to drive processes and the bottom line for \$500M privately held business.

**TENCATE**, Alemlo, Netherlands**2010 - 2011****President**, Austin, TX

President of Tiger Sports Americas, a manufacturer of synthetic sports and landscape surfaces, within TenCate, a \$1.4B company.

**UNITED TECHNOLOGIES**, Hartford, CT**2008 – 2009****President**, Denver, CO

President of Red Hawk a \$220M fire and security business within United Technologies Fire and Security (UTCFS), a \$6B operating unit of United Technologies - providing turnkey capital commercial fire and security systems, enterprise system integration, under counter financial equipment, financial disaster recovery services, and system services with 1100 full time employees in 35 branch field locations.

**LUVATA**, London, UK**2006 – 2008****Vice President of Sales and Marketing**, Memphis, TN

Led Sales and Marketing for manufacturer of HVAC-R heat transfer products within this \$3B company held by a private equity capital firm.

**HONEYWELL**, Morristown, NJ**1984 – 2006**

Providing turnkey capital custom engineered commercial and industrial automation, fire and security systems, energy-based contracting, engineering design and service. Direct and indirect channel distribution.

**Vice President Strategic Accounts**, Morristown, NJ**Vice President / General Manager**, Morristown, NJ**Vice President Six Sigma / Productivity**, Minneapolis, MN**GE / Honeywell North American Integration Leader**, Minneapolis, MN**Director Global Marketing / Business Development**, Minneapolis, MN**Director Healthcare Business Unit**, Morristown, NJ**General Manager**, Morristown, NJ**EDUCATIONAL BACKGROUND**

**MBA**, Drexel University

**BS**, Marketing, Pennsylvania State University

**Executive Leadership Program**, University of Southern California

**COMMUNITY SERVICE**

**HomeSafe**, Lake Worth, FL

**Boca Helping Hands**, Boca Raton, FL

**Board of Directors**, Ocean Cove, Highland Beach, FL

**File Attachments for Item:**

**B. Resolution No. 2024-028**

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



# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

---

**MEETING TYPE:** Commission Meeting  
**MEETING DATE** October 01, 2024  
**SUBMITTED BY:** Jaclyn DeHart, Deputy Town Clerk  
**THROUGH** Lanelda Gaskins, Town Clerk  
**SUBJECT:** Resolution No. 2024-028

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

---

## SUMMARY:

Consideration of Resolution No. 2024-028 ratifying the selection, appointments, and term of office of a member of the Board of Adjustments and Appeals; and providing for an effective date.

In September of 2021, the Town Commission appointed Mr. Leinson to the Board of Adjustments and Appeals to serve a three-year term ending on September 21, 2024, and is seeking to serve a three-year term ending October 01, 2027.

In June of 2024, the Town Commission appointed Mr. Gordon to the Board of Adjustments and Appeals to serve an unexpired term ending on September 21, 2024, and is seeking to serve a three-year term ending October 01, 2027.

To conclude, Mr. Leinson and Mr. Gordon have met the qualifications for reappointment that a person shall be a resident of the Town domiciled within the corporate limits and have been registered voters of Highland Beach for a year at least one year prior to reappointment. These results were corroborated by records from the Palm Beach County Property Appraiser and the Palm Beach County Supervisor of Elections Offices websites.

---

## FISCAL IMPACT:

N/A

---

## ATTACHMENTS:

Joel Leinson Application  
Jeffrey Gordon Application  
Resolution No. 2024-028

---

## RECOMMENDATION:

With the Commission's consideration, Staff recommends the adoption of Resolution No. 2024-028 for the applicants to serve a term as outlined in the resolution.





## **RESOLUTION NO. 2024-028**

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

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

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

**WHEREAS**, on September 21, 2021, Joel Leinson was appointed by Town Commission to fill a three-year term ending September 21, 2024, and is eligible for reappointment for a three-year term; and

**WHEREAS**, on June 05, 2024, Jeffrey Gordon was appointed by Town Commission to fill an un-expired ending September 21, 2024, and is eligible for reappointment for a three-year term; and

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

**WHEREAS**, the chairperson of the Board of Adjustment and Appeals Board interviewed the applicants and recommends that the Town Commission appoint two (2) applicants to the Board; and

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

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

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

**Section 2.** Consistent with the Town’s Code of Ordinances, the Town Commission has selected two (2) members to serve on the Board of Adjustment and Appeal Board for a three-year term as follows:

<b>Board Member</b>	<u>Joel Leinson</u>	<u>Term ends on October 01, 2027</u>
---------------------	---------------------	--------------------------------------

<b>Board Member</b>	<u>Jeffrey Gordon</u>	<u>Term ends on October 01, 2027</u>
---------------------	-----------------------	--------------------------------------

**Section 3.** This Resolution shall become effective upon adoption.

**DONE AND ADOPTED** by the Town Commission of the Town of Highland Beach, Florida, this **01<sup>st</sup>** day of **October 2024**.

**ATTEST:**

\_\_\_\_\_  
Natasha Moore, Mayor

**REVIEWED                      FOR                      LEGAL  
SUFFICIENCY**

\_\_\_\_\_  
Lanelda Gaskins, MMC  
Town Clerk

\_\_\_\_\_  
Leonard G. Rubin, Town Attorney  
Town of Highland Beach

**VOTES:**

**YES    NO**

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



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

Town of Highland Beach  
Town Clerk's Office

JUN 17 2021

RECEIVED

### 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: Joel Leinson PHONE: 978-815-0087

HOME ADDRESS: 3740 S. Ocean Blvd. APT. NO. 2081

SUBDIVISION: Toscana South EMAIL ADDRESS: jleinson@aol.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 checked="" type="checkbox"/> Code Enforcement Board
<input type="checkbox"/> Financial Advisory Board	<input 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 ☒ No ☐

Are you a registered voter in Highland Beach/Palm Beach County, FL? Yes ☒ No ☐

Are you currently serving on a Town Board? Yes ☒ No ☐

Have you ever served on a Town Board/Committee? Yes ☒ No ☐

If so, please indicate the Board(s)/Committee(s)? Appeals Date of Service: 2019

Are you willing to attend monthly board meetings? In Person / Telecom Yes ☒ No ☐

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



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

45 years of heavy construction ownership  
Held mass construction license  
30 years held Notary Public

Please summarize your volunteer experience(s):

Two terms on HB BOARD of Adjustment & Appeals  
One term on HB Code Board.  
10 years chairman of TOSCANA Security committee.

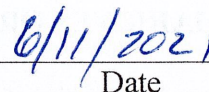
Florida Law requires appointed members on the Planning and Board of Adjustment and Appeals Boards to file a Form 1 - Statement of Financial Interests Disclosure form on an annual basis.

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

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

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

  
Signature of Applicant

  
Date

☐ Resume Attached.



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

### **BOARDS AND COMMITTEES APPLICATION**

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

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

NAME: JEFFREY GORDON PHONE: 561 609 9204

HOME ADDRESS: 3740 S. OCEAN BLVD APT. NO. 208B

SUBDIVISION: TOSCANA EMAIL ADDRESS: JEFFREYGY52@AOL.COM

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

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Board of Adjustment & Appeals | <input type="checkbox"/> Code Enforcement Board                  |
| <input type="checkbox"/> Financial Advisory Board                 | <input type="checkbox"/> Natural Resources Preservation Board    |
| <input type="checkbox"/> Planning Board                           | <input type="checkbox"/> Town Commission <b>*** (If vacancy)</b> |
|   | <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 checked="" type="checkbox"/>	No <input type="checkbox"/>
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 Yes, please indicate the Board(s)/Committee(s) and dates of service:

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

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

REV. 10-2022 CLERK-LG



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 PHARMACEUTIST AND CURRENTLY WORK  
FOR COSTCO IN BOCA RATON  
I AM ALSO A LICENSED REAL ESTATE AGENT  
AND WORK FOR ZFC REAL ESTATE IN BOCA RATON

Please summarize your volunteer experience(s):


I SERVE ON THE TOSCONA SECURITY COMMITTEE

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

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

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

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



Signature of Applicant

4/11/24  
Date

☐ Resume Attached

**File Attachments for Item:**

**C. Resolution No. 2024-029**

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





# TOWN OF HIGHLAND BEACH

## AGENDA MEMORANDUM

---

**MEETING TYPE:** Commission Meeting  
**MEETING DATE** October 01, 2024  
**SUBMITTED BY:** Jaclyn DeHart, Deputy Town Clerk  
**THROUGH** Lanelda Gaskins, Town Clerk  
**SUBJECT:** Resolution No. 2024-029

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

---

### SUMMARY:

Consideration of Resolution No. 2024-029 ratifying the selection, appointments, and term of office of a member of the Code Enforcement Board; and providing for an effective date.

In September of 2021, the Town Commission appointed Mr. Lasorsa to the Code Enforcement Board to serve a three-year term ending on September 21, 2024, and is seeking to serve a three-year term ending October 01, 2027.

In September of 2021, the Town Commission appointed Mr. Perilman to the Code Enforcement Board to serve a three-year term ending on September 21, 2024, and is seeking to serve a three-year term ending October 01, 2027.

In November of 2023, the Town Commission appointed Mr. Kaufman to the Code Enforcement Board to serve an unexpired term ending on September 21, 2024, and is seeking to serve a three-year term ending October 01, 2027.

To conclude, Mr. Lasorsa, Mr. Perilman, and Mr. Kaufman have met the qualifications for reappointment that a person shall be a resident of the Town domiciled within the corporate limits and have been registered voters of Highland Beach for a year at least one year prior to reappointment. These results were corroborated by records from the Palm Beach County Property Appraiser and the Palm Beach County Supervisor of Elections Offices websites.

---

### FISCAL IMPACT:

N/A

---

### ATTACHMENTS:

Robert Lasorsa Application  
Bryan Perilman Application  
David Kaufman Application  
Resolution No. 2024-029

---

### RECOMMENDATION:

With the Commission's consideration, Staff recommends the adoption of Resolution No. 2024-029 for the applicants to serve a term as outlined in the resolution.



## **RESOLUTION NO. 2024-029**

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

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

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

**WHEREAS**, on September 21, 2021, Robert Lasorsa was appointed by Town Commission to fill a three-year term ending September 21, 2024, and is eligible for reappointment for a three-year term; and

**WHEREAS**, on September 21, 2021, Bryan Perilman was appointed by Town Commission to fill a three-year term ending September 21, 2024, and is eligible for reappointment for a three-year term; and

**WHEREAS**, on November 21, 2023, David Kaufman was appointed by Town Commission to fill an un-expired ending September 21, 2024, and is eligible for reappointment for a three-year term; and

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

**WHEREAS**, the chairperson of the Code Enforcement Board previously interviewed the applicants and recommended that the Town Commission appoint three (3) applicants to the Board; and

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

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

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

**Section 2.** Consistent with the Town's Code of Ordinances, the Town Commission has selected three (3) members to serve on the Code Enforcement Board for a three-year term as follows:

<b>Board Member</b>	<u>Robert Lasorsa</u>	<u>Term ends on October 01, 2027</u>
---------------------	-----------------------	--------------------------------------

<b>Board Member</b>	<u>Bryan Perilman</u>	<u>Term ends on October 01, 2027</u>
---------------------	-----------------------	--------------------------------------

<b>Board Member</b>	<u>David Kaufman</u>	<u>Term ends on October 01, 2027</u>
---------------------	----------------------	--------------------------------------

**Section 3.** This Resolution shall become effective upon adoption.

**DONE AND ADOPTED** by the Town Commission of the Town of Highland Beach, Florida,  
this 01<sup>st</sup> day of October 2024.

**ATTEST:**

\_\_\_\_\_  
Natasha Moore, Mayor

**REVIEWED                      FOR                      LEGAL  
SUFFICIENCY**

\_\_\_\_\_  
Lanelda Gaskins, MMC  
Town Clerk

\_\_\_\_\_  
Leonard G. Rubin, Town Attorney  
Town of Highland Beach

**VOTES:**

**YES    NO**

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





## 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

SEP 01 2021

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: Robert Lasorsa PHONE: (954) 267-9088

HOME ADDRESS: 1109 BEL AIR DRIVE APT. NO. 2

SUBDIVISION: EL DORADO CONDOMINIUMS EMAIL ADDRESS: paylessjewelry@comcast.net

**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.)**

2 Board of Adjustment & Appeals

1 Code Enforcement Board

4 Financial Advisory Board

\_\_\_\_ Natural Resources Preservation Board

3 Planning Board

\_\_\_\_ Other Board /Committee

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

Are you a resident of Highland Beach?

Yes ☒ No ☐

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

Yes ☒ No ☐

Are you currently serving on a Town Board?

Yes ☐ No ☒

Have you ever served on a Town Board/Committee?

Yes ☐ No ☒

If so, please indicate the Board(s)/Committee(s)? \_\_\_\_\_ Date of Service: \_\_\_\_\_

Are you willing to attend monthly board meetings? In Person / Telecom

Yes ☒ No ☐

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

Yes ☒ No ☐



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

I have been a licensed contractor in Florida since 1975, UNINTERRUPTED.  
I became a FLORIDA STATE CERTIFIED GENERAL CONTRACTOR  
IN 1982. CGC 022738  
CGC 1525067  
I AM A RESIDENT OF THE TOWN OF HIGHLAND BEACH  
SINCE SEPT 01, 1999.

Please summarize your volunteer experience(s):

I TAUGHT MARTIAL ARTS FOR THE TOWN OF DAIVE FOR  
OVER 20 YEARS.

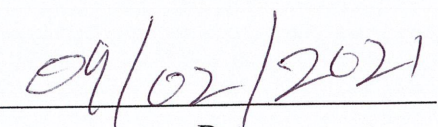
Florida Law requires appointed members on the Planning and Board of Adjustment and Appeals Boards to file a Form 1 - Statement of Financial Interests Disclosure form on an annual basis.

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

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

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

  
Signature of Applicant

  
Date

☒ Resume Attached.





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

Town of Highland Beach  
Town Clerk's Office

JUN 14 2021

RECEIVED

**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: Bryan Perilman PHONE: 561-526-8450

HOME ADDRESS: 3740 S. Ocean Blvd. APT. NO. 1207

SUBDIVISION: Toscani EMAIL ADDRESS: perilman@yahoo.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.)**

☐ Board of Adjustment & Appeals

☒ Code Enforcement Board

☐ Financial Advisory Board

☐ Natural Resources Preservation Board

☐ Planning Board

☐ Other Board /Committee

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

Are you a resident of Highland Beach? Yes ☒ No ☐

Are you a registered voter in Highland Beach/Palm Beach County, FL? Yes ☒ No ☐

Are you currently serving on a Town Board? Yes ☒ No ☐

Have you ever served on a Town Board/Committee? Code Enforcement Yes ☒ No ☐

If so, please indicate the Board(s)/Committee(s)? Exception & Appeals Date of Service: 2012 -

Are you willing to attend monthly board meetings? In Person / Telecom Yes ☒ No ☐

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



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

attorney, prior chairman of exceptions & Appeals, currently on Code Enforcement.

Please summarize your volunteer experience(s):

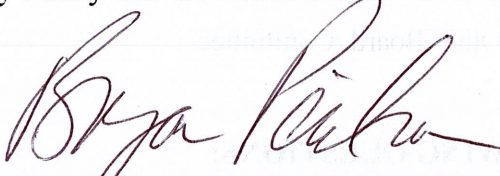
president of homeowners association in Maryland; Highland Beach Commissions; president of Office Condominium association in Maryland

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

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

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

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



Signature of Applicant

6/10/21

Date

☐ Resume Attached.



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

### **BOARDS AND COMMITTEES APPLICATION**

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

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

NAME: DAVID I. KAUFMAN PHONE: 516-639-4221  
HOME ADDRESS: 3012 SOUTH OCEAN BLVD APT. NO. UNIT C  
SUBDIVISION: Edgewater EMAIL ADDRESS: dkat727@aol.com

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

<input type="checkbox"/> Board of Adjustment & Appeals	<input checked="" 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"/> Town Commission *** <i>(If vacancy)</i>
	<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 checked="" type="checkbox"/>	No <input type="checkbox"/>
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 checked="" type="checkbox"/>	No <input type="checkbox"/>

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

IN HIGHLAND BEACH? NO ELSEWHERE - YES - BOARD OF DIRECTORS / COMMITTEES

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

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

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

PASSIONATE ABOUT: protecting the ENVIRONMENT, Conservation  
preserving our Community Here in Highland Beach  
protecting AND Replenishing our beaches AND  
waterways

Please summarize your volunteer experience(s):

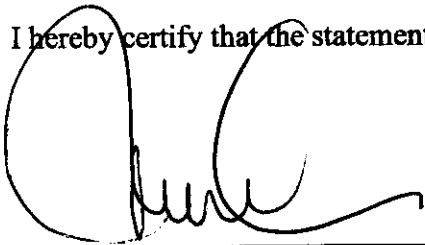
Participated in many Community projects for  
cleaning beaches AND parks, Recycling projects.  
I have enjoyed A LIFE FULL OF volunteer  
Action, BOARD memberships AND leadership

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

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

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

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



Signature of Applicant

8/15/2023

Date

☐ Resume Attached

**File Attachments for Item:**

A. Resolution No. 2024-030

A Resolution of the Town Commission of the Town of Highland Beach, Florida, correcting a scrivener's error in Resolution No. 2024-026 referencing Exhibit C of the Adopted Fiscal Year 2024-2025 Schedule of Fees; providing that the Water System Connection charges are not classified as impact fees, and that the sewer connection charges are not classified as impact fees, and adding irrigation meter installation fees set at time and material plus 25%; and providing for an effective date.



## **RESOLUTION NO. 2024-030**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, CORRECTING A SCRIVENER'S ERROR IN RESOLUTION NO. 2024-026 REFERENCING EXHIBIT C OF THE ADOPTED FISCAL YEAR 2024-2025 SCHEDULE OF FEES; PROVIDING THAT THE WATER SYSTEM CONNECTION CHARGES ARE NOT CLASSIFIED AS IMPACT FEES, AND THAT THE SEWER CONNECTION CHARGES ARE NOT CLASSIFIED AS IMPACT FEES, AND ADDING IRRIGATION METER INSTALLATION FEES SET AT TIME AND MATERIAL PLUS 25%; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town held its second budget public hearing on September 18, 2024 and adopted the Resolution for the Schedule of Fees for Fiscal Year 2024-2025.

**WHEREAS**, a scrivener's error included the classification of Water System Connection Charges as Impact Fees, and the classification of Sewer Connection Charges as Impact Fees. The phrase "impact fees" has been redacted as it does not apply to the standard connection charges.

**WHEREAS**, the addition of Irrigation Meter Installation Fees is required and set at cost set at Time and Material Plus 25%.

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

**Section 1.** The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

**Section 2.** The "Town of Highland Beach Water and Sewer Schedule of Fees," which are attached as **Exhibit "C"** and incorporated herein, is hereby adopted.

**Section 3.** All Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

**Section 4.** If any provision of this Resolution or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of this Resolution which can be given effect without the invalid provision or application and to this end the provisions of this Resolution are declared severable.

**Section 5.** This Resolution shall become effective upon approval by Town Commission.

**DONE AND ADOPTED** by the Town Commission of the Town of Highland Beach, Florida, this 1<sup>st</sup> day of **October 2024**.

**ATTEST:**

\_\_\_\_\_  
Natasha Moore, Mayor

**REVIEWED FOR LEGAL  
SUFFICIENCY**

\_\_\_\_\_  
Lanelda Gaskins, MMC  
Town Clerk

\_\_\_\_\_  
Leonard G. Rubin, Town Attorney  
Town of Highland Beach

**VOTES:**

**YES NO**

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

**EXHIBIT “C”**

**TOWN OF HIGHLAND BEACH**  
**SCHEDULE OF FEES**

EFFECTIVE 10/01/2024 – 09/30/2025

**I. WATER USE RATES**

- a. Water & Irrigation Flat Rate Charge (Bi-Monthly)      \$56.97 per dwelling unit
- b. All Customers Bi-Monthly Usage Charges (per dwelling unit)
  - i. 0 to 10,000 gallons      \$3.03 per 1,000 gallons
  - ii. 10,001 to 20,000 gallons      \$4.11 per 1,000 gallons
  - iii. 20,001 to and 55,000 gallons      \$6.36 per 1,000 gallons
  - iv. 55,001 gallons to 80,000 gallons      \$9.26 per 1,000 gallons
  - v. Over 80,000 gallons      \$12.11 per 1,000 gallons
- c. Irrigation Class Bi-Monthly Usage Charges (per meter) \*
  - i. 0 to 55,000 gallons      \$6.36 per 1,000 gallons
  - ii. 55,001 to 80,000 gallons      \$9.26 per 1,000 gallons
  - iii. Over 80,000 gallons      \$12.11 per 1,000 gallons

\* Subject to flat charge plus usage charges

**II. SEWER USE RATES**

- a. Sewer Flat Rate Charge (Bi-Monthly)      \$43.62 per dwelling unit
- i. Bi-Monthly Usage Charges\* (per dwelling unit)      \$3.55 per 1,000 gallons of water usage to a maximum of 20,000 gallons.
- ii. Commercial customers\*      \$3.55 per 1,000 gallons of water usage with **no maximum.**

\* Subject to flat charge plus usage charges

**III. PRIVATE FIRE PROTECTION**

- a. Fire Hydrants      \$25.66 each per month
- b. Standpipes/Sprinkler System      \$25.66 each per



month

#### **IV. GENERAL CUSTOMER BILLING**

- a. Water and Sewer usage charges will be billed bi-monthly.
- b. Payment remittance is due within 30 days of the billing date.
- c. Accounts more than 30 days are considered delinquent.
- d. Delinquent accounts will be subject to an additional 1.5% per month (18% annum) delinquency charge.
- e. Notice of such delinquency will be given by the Town; and if not corrected within 10 days of said notice, water service will be disconnected.
- f. Water service will not be reconnected until the delinquent bill and a fifty-dollar (\$50.00) reconnection fee is paid.
- g. Meters may be tested for accuracy upon written request from the customer. However, the customer will be subject to the expense of the test if the meter is found to be not more than 2% fast.
- h. In the event of a water leak occurring on the consumer's side of the meter, the Town Manager may offer a one-time courtesy adjustment to provide financial relief to a consumer who is experiencing a higher than usual water bill. To be considered for this courtesy adjustment:
  - i. The water bill in question must not be from the billing period more than two billing cycles prior.
  - ii. The consumer must not have used a courtesy adjustment in the past, and
  - iii. The consumer must demonstrate that they have repaired the water leak (i.e. plumber's invoice for repairs).

If a consumer is granted a courtesy adjustment, the Town will estimate (by comparing historical usage of the account) the amount of the water leak and deduct it from the consumer's total usage for the billing period. The difference between the total usage and the water leak portion will be considered the consumer's regular usage for the billing period and will be billed according to the rate structure provided in Section VI. The estimated water leak portion of usage for the billing period will be adjusted and billed at the lowest tiered rate provided in Section VI.

Notwithstanding the above, the town manager in his or her discretion will have the flexibility to allow up to four (4) installment payments of bills which are unusually high as measured by past bills for the property in question. The town manager's discretion will be on a case-by-case basis using his or her best judgment as each case arises.

#### **V. WATER SYSTEM CONNECTION CHARGES ~~(IMPACT FEES)~~**

- a. New Dwellings
  - i. Connection Charge \$3,000 per dwelling unit



ii. Meter Installation Fees Time and Material plus 25%

b. Irrigation

i. Meter Installation Fees Time and Material plus 25%

**VI. SEWER SYSTEM CONNECTION CHARGES ~~(IMPACT FEES)~~**

a. New Dwellings

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

**VII. FIELD VISIT CHARGE**

The Town may charge a fee to each customer requesting a service to be performed by a Town employee at their premises with respect to the water or wastewater systems. The services to be performed shall include, but not be limited to, individual turn-on and turn-off of service, data-logging a meter, and meter re-reading. The Town will waive this fee in any instance where the meter is determined to be faulty. There shall be no charge for the first field visit.

a. During Normal Working Hours \$32.08  
b. Outside Normal Working Hours \$64.15

**File Attachments for Item:**

B. Consideration of the Town of Highland Beach Fire Rescue Department Personnel Rules and Regulations.



# TOWN OF HIGHLAND BEACH

## AGENDA MEMORANDUM

---

**MEETING TYPE:** Town Commission Meeting

**MEETING DATE** 10/01/2024

**SUBMITTED BY:** Marshall Labadie, Town Manager

**SUBJECT:** Consideration of the Town of Highland Beach Fire Rescue Department Personnel Rules and Regulations.

---

### SUMMARY:

The Fire Rescue Department's operations require a unique set of personnel rules and regulations that differ from those outlined in the Town's general Personnel Rules and Regulations. Due to the specialized nature of the department's functions, particularly in the areas of scheduling, leave accrual, and overtime, it has become necessary to adopt distinct regulations to ensure the department operates efficiently and in compliance with relevant labor laws.

The Fire Rescue Administrative Team, in collaboration with the Human Resources Manager, the Labor Attorney, and the Town Manager, has developed a comprehensive set of Personnel Rules and Regulations specifically tailored for the Fire Rescue Department. Some provisions mirror those of the Town Personnel Rules and Regulations to ensure optimal consistency amongst all operations of the town.

These rules address the following key areas:

- Holiday Policies: Provisions for holiday observance and compensation are structured to accommodate 24-hour shift operations.
- Leave Accumulation: The rules outline how vacation, sick leave, and other forms of leave will accumulate differently from standard town employees due to the Fire Rescue Department's shift structure.
- Shift Structure: Fire Rescue personnel work 24-hour shifts followed by 72 hours off (24/72). This operational schedule requires specific rules for shift exchanges, time off requests, and coverage requirements.
- Time Off Request Process: A streamlined process for requesting time off, designed to maintain adequate staffing levels while ensuring fairness for personnel.

- Overtime Accumulation: Overtime rules that align with the unique operational needs of the department, ensuring compliance with Fair Labor Standards Act (FLSA) provisions for public safety personnel.
- Other Specific Provisions: Additional policies that address aspects of fire rescue work not covered by the Town's general Personnel Rules and Regulations, such as specialized training requirements, on-call status, disability and emergency response protocols.

These regulations have been developed with input from key stakeholders to ensure they meet both operational and legal standards while providing clarity and fairness to Fire Rescue personnel. The adoption of these rules is essential to address the unique demands of the Fire Rescue Department, which cannot be effectively governed by the current Town Personnel Rules and Regulations.

---

**FISCAL IMPACT:**

N/A

---

**ATTACHMENTS:**

Town of Highland Beach Fire Rescue Department Personnel Rules and Regulations

---

**RECOMMENDATION:**

Recommend Town Commission approval of the Fire Rescue Department Personnel Rules and Regulations as presented, allowing for their immediate implementation. This will ensure that the department's operations remain compliant, efficient, and reflective of the needs of its personnel.

# **TOWN OF HIGHLAND BEACH FIRE DEPARTMENT**



## **PERSONNEL RULES AND REGULATIONS**

**Adopted October 1, 2024**

Town of Highland Beach Fire  
Department Personnel Rules  
and Regulations



## Table of Contents

### Contents

Table of Contents .....	1
ARTICLE I: FIRE DEPARTMENT POLICIES.....	2
SECTION 1: PURPOSE .....	2
SECTION 2: ANNUAL LEAVE.....	2
SECTION 3: SICK LEAVE .....	3
SECTION 4: DISABILITY LEAVE .....	4
SECTION 5: BEREAVEMENT LEAVE.....	6
SECTION 6: EXCHANGE OF TIME .....	7
SECTION 7: CALL BACK .....	8
SECTION 8: PROBATIONARY EMPLOYEES .....	8
SECTION 9: REASSIGNMENTS.....	8
SECTION 10: WORK IN HIGHER CLASSIFICATION .....	9
SECTION 11: EDUCATION INCENTIVE.....	9
SECTION 12: LONGEVITY PAY PROGRAM.....	9
SECTION 13: HOLIDAYS FOR FIRE DEPARTMENT PERSONNEL.....	10
SECTION 14: OVERTIME .....	11
SECTION 15: COURT TIME.....	12
SECTION 16 UNIFORM MAINTENANCE ALLOWANCE .....	12
SECTION 17: TUITION REIMBURSEMENT .....	12
SECTION 18: TRAINING .....	13
SECTION 19: CIVIL SUITS .....	13
SECTION 20: DISEASES AND IMMUNIZATION .....	14
SECTION 21: MANAGEMENT RIGHTS.....	15
SECTION 22: SENIORITY LISTS .....	15
SECTION 23: WORKING CONDITIONS .....	166

## ARTICLE I: FIRE DEPARTMENT POLICIES

### SECTION 1: PURPOSE

The Fire Department Policy Manual aims to establish a comprehensive framework of rules and regulations that ensure the safety, efficiency, and professionalism of all department members.

### SECTION 2: ANNUAL LEAVE

SECTION 1: Each shift will schedule annual leave throughout the year to equalize shift strength. To facilitate the selection of annual leave, the Fire Department will post the Fire Department date of hire seniority lists by October 1st. Annual leave will be chosen by the last day of January each year. The Fire Chief will establish Annual leave periods.

SECTION 2: Employees shall accrue annual leave for any month in which the employee was in a paid status for at least three-quarters of the employee's assigned schedule. The amount of leave to be credited shall be in accordance with the following schedule:

#### **42-Hour Shift Employees**

0 through 3 full years	96 hours per year
More than 3, but less than 10 full years	144 hours per year
10 full years and over	192 hours per year

SECTION 3: Paid annual leave may not be taken during the initial twelve (12) months of the probationary period.

SECTION 4: Generally, 42-hour employees shall not accumulate more than 216 hours of annual leave in his/her vacation account. However, the Town Manager may allow an employee to accumulate more than 216 hours of annual leave, provided the employee plans with his/her department head to use the overage by the end of the fiscal year. Accruals in excess of 216 hours at the end of the fiscal year shall be forfeited by the employee.

SECTION 6: Preferences for vacation scheduling should be based on Department Seniority.

SECTION 7: All annual leave, compensatory, and holiday leave time will be scheduled subject to the following:

1. Up to 1 Captain/Step-up Captain may be off per shift.
2. Up to 1 Driver/Step-up Driver may be off per shift.
3. Up to 2 firefighters may be off per shift.

No more than two (2) total shift personnel are allowed off per shift. Upon written approval of the Fire Chief, the limits above may be extended. At the Fire Chief's discretion, an employee may request and be granted annual leave more than the position limitations provided herein if the granting of such

request will not cause overtime and such request is made on the same day for which the annual leave is requested.

All employees must identify in advance the type of leave to be used when they contact the appropriate department personnel to provide notification of the leave unless they are on approved leave under the Family Medical Leave Act (FMLA).

SECTION 8: Any non-probationary employee who has worked for the Town for at least 12 consecutive calendar months, leaving the Town in good standing, shall be compensated for vacation leave earned and unused at the date of separation, up to a maximum of 25 vacation days (216 hours), at the employee's current pay rate. All vacation leave accrued and unused more than 25 vacation days is forfeited.

SECTION 9: To ensure adequate staffing and operational efficiency, employees must submit leave requests that meet all the criteria in Sections 7 and 8 no less than 72 hours before their next shift. Leave requests submitted less than 72 hours before the next scheduled shift may be denied depending on personnel availability and the department's needs.

SECTION 10: First picks will be a minimum of two (2) shifts and a maximum of eight (8) shifts. Second pick will be a minimum of one (1) shift and a maximum of four (4) shifts. Third pick will be a minimum of one (1) shift and a maximum of four (4) shifts. Employees may skip their pick with no effect on future pick order. The total maximum number of consecutive shifts off is limited to eight shifts (192 total hours); this includes any combination of annual leave, personal holiday leave, and/or exchange of time.

### **SECTION 3: SICK LEAVE**

SECTION 1: Sick leave shall be granted upon approval of the Fire Chief or designee to any employee contracting or incurring any illness or disability which renders such employee unable to perform the duties of her/his employment.

SECTION 2: Employees shall verbally communicate with the Fire Chief/Designee no less than one (1) hour prior to the beginning of the shift and shall state the nature of the illness and the expected period of absence. The employee shall provide a telephone or cell phone number where they may be reached at all times. When illness or disability occurs within one hour prior to the beginning of the shift or at any time during the shift, the employee shall orally notify the Assistant Chief of Operations as soon as possible and in writing upon return to work. Voicemail messages shall not be sufficient to satisfy the requirements of this Section.

SECTION 3: Forty-two (42) hour shift employees shall earn 8.4 hours of sick leave per calendar month (100.8) hours per calendar year from the date of employment. Sick leave shall be charged based on the actual hours used. The maximum allowed accrual of Sick Leave shall be 1,120 hours.

SECTION 4: No sick leave shall be allowed where sickness is feigned in the opinion of a medical doctor selected by the Town, where sickness is the result of intemperance or is otherwise self-inflicted, or where sickness continues because of a member's failure to fully cooperate with medical advice and/or

corrective therapy. Sick leave usage will not be allowed for injuries or illnesses contracted while performing a second job.

SECTION 5: On September 1<sup>st</sup> of each year, and subject to the availability of budgeted funds, employees who have been employed by the Town for a minimum of one (1) year and have a minimum of 96 hours accumulated unused Sick Leave will be eligible to participate in a "sick leave incentive program," provided the employee has not been disciplined for tardiness or absenteeism during the twelve-month period immediately preceding September 1<sup>st</sup>. The employee may then elect to convert up to 48 hours of accumulated but unused sick leave to either vacation leave or additional pay on the employee's next regular paycheck.

SECTION 7: Forty-two (42) hour employees may use up to 48 hours of leave due to sickness of a member of the employee's immediate family. For the purposes of this provision, immediate family will consist of the employee's husband or wife, or dependent children, or parents, or the employee's domestic partner (as defined in the Town's Personnel Rules and Regulations) or his or her dependent children. Family sick leave in excess of the forty-eight (48) hour limitation will be without pay. However, an employee who has utilized the maximum amount of family sick leave time may be permitted to use annual leave in lieu of family sick leave at the Fire chief's discretion.

SECTION 8: An employee on approved Family Medical Leave (FMLA) leave will utilize accrued sick leave during the period of the approved leave. After an employee has exhausted all accrued sick leave, the employee will use accrued annual leave for the remainder of the leave period. In the event the employee has exhausted all accrued leave, then the employee will be placed on a leave without pay (LWOP) status for the remainder of the leave period.

SECTION 9: Upon resignation, retirement or permanent disability, employees who have a minimum of two (2) years of continuous employment with the Town, shall be paid for the accrued, unused sick time balance as follows:

With 2-5 years of service	30% conversion, not to exceed 560 paid hours.
With 5-10 years of service	40% conversion, not to exceed 560 paid hours.
With over 10 years of service	50% conversion, not to exceed 560 paid hours.

Employees who are involuntarily separated from employment with the Town due to misconduct, budget cuts, or general layoffs are not eligible for sick leave payment.

#### **SECTION 4: WORKERS' COMPENSATION AND DISABILITY LEAVE**

##### **SECTION 1:**

Non-Work Related: An employee who is injured or is disabled due to illness and is confined to a hospital is eligible for Short Term Disability benefits on the first day of said injury or illness.

An employee who is injured or disabled due to illness and is not confined to a hospital will be eligible for Short Term Disability benefits on the eighth day following the commencement of said injury/illness. In this case an employee may receive full pay for the first 42 hours by deducting it from his /her accrued



sick time if such is available; if a full 42 hours sick time is not available, the difference may be deducted from accrued vacation time, if available.

Work Related: An employee who suffers a work-related injury or illness and is covered by workers' compensation shall promptly report the injury to Human Resources within 24 hours. The first seven (7) days of workers' compensation are unpaid unless the employee is unable to work due to the work-related injury or illness for at least 21 days. In this case an employee may receive full pay for the first 42 hours by deducting it from his /her accrued sick time if such is available; if a full 42 hours sick time is not available, the difference may be deducted from accrued vacation time, if available.

In either case (work related or non-work related), an employee may receive the difference (approximately 33-40% of salary, less the Social Security effect) between what Short Term Disability or Workers' Compensation benefits pay (approximately 60-67% of salary) and their current full base salary by deducting it from his/her accrued sick time, if available; if sick time is not available, then vacation time, if available, may be deducted. This will continue until all accrued time is depleted.

Sick and vacation time will continue to accrue at the employee's normal rate until such accrued leave benefits are exhausted.

The above policy will apply to all employees of the Town of Highland Beach, regardless of department/position.

The Town will make a good-faith effort to assign a disabled employee to work in the department. Assignments to light-duty positions due to job-related temporary disabilities will be reviewed on a case-by-case basis. Employees must accept light duty assignments if they are able to perform the job or lose the benefits of this policy. When an employee has been on light duty status for more than fifty (50%) percent of the rating period, the employee will be evaluated according to the job description of a position that most accurately fits the light duty position, as determined by the Human Resources Director. It is understood that an assignment to other work for the period of temporary disability shall be considered only as a temporary reassignment with full retention benefits under this policy and shall not be considered a reclassification for purposes of pension accrual.

SECTION 2: If 90 consecutive days have elapsed from the date of injury to the time an employee seeks to return to work following a period of physical disability, the employee, prior to resuming full duties, will be required to pass a fitness for duty examination by a physician selected and paid for by the Town. If the employee passes the test, s/he shall return to work or lose the benefits of this policy.

Section 3: Employees who used accrued paid leave to cover the first 7 days of absence for a workers' compensation-covered injury or illness that lasts more than 21 days shall be obligated to reimburse the Town for the amount of sick and/or vacation leave used for which workers' compensation later paid for the first 7 days. In other words, employees cannot use paid leave for the first 7 days and receive payment from workers' compensation for the same period of leave and must reimburse the Town when such reimbursement is received.

SECTION 4: No benefits under this policy shall be allowed where disability is feigned in the opinion of a physician approved by the Town in consultation with the employee's principal treating physician, where disability is self-inflicted, or where disability continues as a result of a member's failure to fully cooperate with medical advice and/or corrective therapy, or where the employee fails to provide the Town information required on the Disability Leave Tracking Form. In the case of a disagreement between the town-approved physician and the employee's principal treating physician, a third physician shall be selected with the approval of the other two physicians. The decision of the third physician shall be binding on the issue presented.

SECTION 5: Employees shall actively seek Worker's Compensation, Social Security, and other benefits. No employee shall receive pay under this provision when the employee fails to actively seek Worker's Compensation, Social Security, and other benefits. Nor shall an employee receive benefits under this policy after the employee is judged permanently disabled by the Florida Retirement System (FRS) or by a mutually agreed upon physician. Failure to actively seek benefits includes deliberately delaying or canceling hearing dates, medical appointments, or independent evaluations scheduled by the FRS, unless for good and sufficient reasons, such as, verifiable emergencies or documented prior commitments.

SECTION 7: If a Town-approved physician releases an employee to return to full duty and works for a continuous period of six (6) months without reoccurrence of the same injury, re-injury following the six (6) month period will be treated as a new injury and the 18-month disability leave period will begin from the new date.

SECTION 9: At ninety (90) day intervals, the Town may require an employee to undergo a fitness for duty examination to determine if an employee is able to perform the essential functions of his/her job; to determine what reasonable accommodation, if any, may be required for the employee; determine when an employee is expected to return to his/her regular job; and to make other appropriate determinations as needed to implement this Article. If an employee fails to cooperate with obtaining medical treatment or fails to submit to a fitness for duty evaluation as required by this Section, the employee shall not be eligible for benefits under this Policy.

#### **SECTION 5: BEREAVEMENT LEAVE**

SECTION 1: In the event of the death of the mother, father, foster parent, stepparent, legal guardian, brother, sister, husband, wife, son, daughter, foster child, stepchild, grandparent, spouse's grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law of an employee, or domestic partner of an employee (as defined in the Town's Personnel Rules and Regulations) or of a domestic partner's child(ren), parents, siblings or grandparents, such employee shall be entitled to funeral leave for the purpose of arranging for, and attending said relative's funeral for a period of time not to exceed two (2) consecutive shifts.

SECTION 2: An employee on funeral leave provided in this policy shall be paid for such hours, which the employee would normally be scheduled to work.

SECTION 3: The Town reserves the right to require documentation supporting compliance with the provisions of this policy after the employee returns to work.

SECTION 4: The provisions of this policy shall not apply to employees who fail to contact the employer prior to taking such leave or as soon as possible thereafter.

## **SECTION 6: EXCHANGE OF TIME**

SECTION 1: Employees may exchange time with another employee under the following conditions:

1. Exchange of rank for rank, or
2. The exchange is with another employee who is able to step up to the position with whom s/he is making the exchange.
3. Exchanges must be with the approval of the Fire Chief or the Fire Chief's designee, provided that probationary employees may not exchange time if it would cause them to miss a training session.

In no event will an exchange of time result in the employee working in excess of 54 hours in a 72-hour period. In no event will an exchange(s) of time result in more than 192 hours of consecutive absence from the employee's assigned shift. The total maximum number of consecutive shifts off is limited to eight shifts (192 total hours); this includes any combination of annual leave, personal holiday leave, and/or exchange of time.

SECTION 2: Exchange of time shall be requested through the Department's electronic system at least one hour in advance. If an exchange of time is within a 72-hour window from the date of the exchange, the employee will contact the Operations Chief or designee (1) hour before start of shift for approval of the exchange. All exchange of time shall be subject to the following conditions:

- a) An exchange shall not interfere with a scheduled training session when such is determined by the Town, at its sole discretion, to be beneficial. Training deemed essential by the Fire Chief and missed due to the use of exchange of time in association with a scheduled vacation slot, shall be made up at the employee's time and expense.
- b) Such an exchange does not create inefficiencies in the operations of the department.
- c) The electronic submission of an exchange of time request releases the Town from any payment of overtime or compensatory time as a result of the exchange of time.
- d) Responsibility for the work is with the employee who has agreed to work for the assigned employee. If the employee agreeing to work (hereinafter "agreeing employee") fails to report or leaves early due to illness, sick leave will be charged to the agreeing employee. If the agreeing employee fails to report for reason(s) other than illness, annual leave will be charged; if the agreeing employee has insufficient annual leave, sick leave will be charged. If the agreeing employee does not have sufficient annual and/or sick leave accrued, wages will be deducted to make up the difference. In the event the absence of the agreeing employee for reasons other than illness creates the need for overtime, the charge to her/his sick leave, annual leave, or wages shall be at the overtime rate.
- e) Probationary employees (new hires) will be permitted to exchange time in an amount not to exceed 144 hours. Days exchanged will extend the probationary period by one duty day for each day exchanged unless repayment is made during the probationary period.
- f) Probationary employees (promotional) who exchange time during probationary period will have the probationary period extended by one duty day for each day exchanged unless repayment is made during the probationary period.
- g) In the event an exchange of time request is submitted for the purpose of engaging in other employment or business activities, the requesting employee must supply the reason for the need and

the Fire Chief or her/his designee must specifically approve of the request before the exchange is allowed.

h) No employee may exchange time for cash or other considerations.

SECTION 3: All requests for exchange of time shall be responded to electronically.

SECTION 4: All exchanges of time are made at the sole risk of the employee, with the Town being free of any and all liability. An exchange made between employees in different ranks shall not cause, as a direct result of the exchange, an employee working for another employee in a higher capacity to be paid as a result of an exchange between those employees shall not be paid Work in Higher Classification pay when working for that Officer on the exchange. However, an employee working on an exchange who is assigned to act in a higher capacity at the discretion of the Town shall receive Work in Higher Classification pay irrespective of being on an exchange.

SECTION 5: Personnel may be released from duty prior to the end of their shift if:

(1) A Station Officer approves the early release.

(2) The exchange is entered into voluntarily between the two involved employees.

(3) The exchange is for one (1) hour or less. (A longer exchange must be approved as provided above).

## **SECTION 7: CALL BACK**

SECTION 1: 42 Hour Shift Employees who have left work and are directed to return to work more than one hour after completing their scheduled shifts or called in more than one hour before their scheduled shift starts shall be paid a minimum of three (3) hours, except in those circumstances described in section 2.

SECTION 2: This provision shall not apply in those instances when the employee is called back to work to rectify his/ her own error or omission which cannot wait until the employee's next shift. In such instances, the employee shall be compensated for the hours worked at the appropriate rate.

## **SECTION 8: PROBATIONARY EMPLOYEES**

SECTION 1: All new employees shall remain on probationary status in their classification for 365 calendar days.

SECTION 2: Probationary employees shall enjoy the economic benefits herein involving pay, monetary fringe benefits, and working conditions under this Town policy. This policy shall not be deemed to provide rights of job protection to probationary employees.

SECTION 3: Time spent on leave without pay, light duty assignment, disability leave, or military leave (excluding annual reserve obligations) of 30 calendar days or more shall not count towards fulfillment of probationary status.

## **SECTION 9: REASSIGNMENTS**

SECTION 1: Employees assigned to perform Paramedic duties may, at the discretion of the Fire Chief, be



temporarily reassigned to perform other duties for a period not to exceed ninety (90) calendar days per fiscal year at their current rate of pay.

#### **SECTION 10: WORK IN HIGHER CLASSIFICATION**

SECTION 1: When an employee is temporarily assigned by the Fire Chief or her/his designee to a higher classification within the unit, the employee shall for the period worked at a rate of:

Firefighter/Driver to Captain	5%
Firefighter to Firefighter/Driver	5%

SECTION 2: Higher classification assignments shall be at the discretion of the Fire Chief or her/his designee and shall be on a rotation basis among qualified employees whenever practical and thereafter, on a rotation basis, whenever practical.

SECTION 3: Pay under this policy shall be paid in the paycheck relating to the dates the higher classification assignment was performed.

#### **SECTION 11: EDUCATION INCENTIVE**

The Town will pay an education incentive to existing full-time non-probationary employees.

The education incentive is as follows:

If a covered employee has, or achieves during employment, an associate degree, that employee will receive an additional \$2,000 in annual compensation, which shall be paid through the Town's normal payroll process in equal installments each pay period throughout the year, subject to all applicable withholdings and deductions.

If a covered employee has or achieves a bachelor's degree during employment, that employee will receive an additional \$4,000 in annual compensation. This compensation shall be paid through the Town's normal payroll process in equal installments each pay period throughout the year, subject to all applicable withholdings and deductions.

The Town will pay for only the highest degree obtained. Incentive pay may not be stacked for multiple degrees. Employees must present to the Town, through the Fire Chief or designee, a copy of their degree, along with a certified transcript of classes taken that reflects the completion of the degree.

The education incentive will only be paid if the degree has been earned at an institution recognized by the Council for Higher Education Accreditation and if it relates to the position held by the employee.

#### **SECTION 12: LONGEVITY PAY PROGRAM**

The Program provides employees who have reached a certain number of years of employment in the Town and who are employed on the date of payment with a lump sum payment based on a percentage of the employee's base salary. Longevity pay shall be paid in accordance with applicable laws. Longevity Pay is provided as follows:

**Employees who reach their Milestones will receive in a lump sum check:**

10th year of employment- 2% of base annual salary

15th year of employment - 3% of base annual salary

20th year of employment- 4% of base annual salary

25th year of employment and each 5th year thereafter- 5% of base annual salary

**SECTION 13: HOLIDAYS FOR FIRE DEPARTMENT PERSONNEL**

**SECTION 1: Legal holidays are:**

New Year's Day (January 1)

Martin Luther King's Birthday (The third Monday in January)

Presidents Day (The third Monday in February)

Memorial Day (The last Monday in May)

Juneteenth (June 19)

Independence Day (July 4)

Labor Day (The first Monday in September)

Columbus Day (The second Monday in October)

Veterans Day (November 11)

Thanksgiving Day (The fourth Thursday in November)

Day After Thanksgiving (Friday after Thanksgiving)

Christmas Eve (December 24)

Christmas Day (December 25)

Personal Holidays (24 hours)

**SECTION 2: HOLIDAY PAY FOR FIRE DEPARTMENT 24/72 SHIFT PERSONNEL**

Employees working an average forty-two (42) hour work week shall work the observed holidays as part of their regular tour of duty. Employees working an average forty-two (42) hour work week shall receive, in lieu of the legal holidays provided for in Section 1 of this policy, an allowance equal to 104 hours pay at the employee's regular rate of pay, and twenty-four hours of personal holiday leave. The holiday pay and personal holiday leave shall be paid and credited by the last regular payday in September. An employee leaving or entering the department or changing from a forty-two (42) hour workweek shall receive a prorated amount of personal holiday leave and pay according to the number of holidays which have passed. Employees must be employed on the date of payment in order to be eligible for the benefit payment and personal holiday leave credits; separation prior to the date of payment is a voluntary forfeiture of such payment and personal holiday leave.

**SECTION 3: ACCUMULATION OF PERSONAL HOLIDAYS**

Employees starting to work between October 1 and December 31 shall receive 24 hours of personal holidays for the fiscal year. Employees starting to work between January 1 and March 31 shall receive 16 hours of personal holidays for the fiscal year. Employees starting to work between April 1 and June 30 shall receive 8 hours of personal holiday for the fiscal year. Employees starting to work between July 1 and September 30 shall receive no personal holidays for the fiscal year.

## SECTION 5: EMPLOYEES ON WORKERS COMPENSATION OR DISABILITY

Employees on disability for less than thirty (30) days, as provided for in the "Disability Leave" policy, shall receive holiday pay provided for in this Section for up to the 30-day period.

## SECTION 6: EMPLOYEES ON SICK LEAVE

An employee on authorized sick leave on the day designated as a holiday shall receive holiday pay provided the employee works the regularly scheduled day before and after the holiday.

## SECTION 14: OVERTIME

SECTION 1: The Town has established a 14-day work period under the 7(k) exemption for payment of overtime. Based upon the shift employees' established work cycle, the Town has determined it will pay overtime at 1.5 times the regular rate of pay after 96 hours worked in a 14-day work period. Overtime hours and overtime compensation shall be defined, calculated and implemented as prescribed by the Fair Labor Standards Act and the United States Department of Labor.

SECTION 2: The Town will continue to devise methods to distribute overtime fairly. To do so, the Town will use the Scheduler Module in the First Due Platform, which provides audit trails and uses voice calls, SMS, email, or mobile application for overtime notifications.

SECTION 3: Scheduled overtime in any classification will be offered first to the employee with the least amount of total overtime hours worked and will continue in this manner until the slot is filled. Higher classification assignments shall be at the discretion of the Fire Chief or her/his designee and shall be on a rotation basis among qualified employees whenever practical and thereafter, on a rotation basis, whenever practical.

SECTION 4: Nothing herein shall require payment when an insubstantial amount of time is worked in excess of the normal work shift. For the purpose of this Policy, an insubstantial amount of time shall be considered any period of time less than one-quarter (1/4) hour. Employees shall be paid to the next quarter (1/4) hour for any time worked over one-quarter (1/4) hour. Employees shall not have their pay deducted when reporting less than one-quarter (1/4) hour late.

SECTION 5: Regular rate of pay shall be defined as the employee's base salary.

SECTION 6: Overtime as a result of callback shall be provided for in the Call-Back Policy and shall not be subject to the provisions of this Policy.

SECTION 7: Compensatory time off may be granted in lieu of overtime payment. The maximum accumulation of compensatory time shall be one hundred and twenty (120) hours.

SECTION 8: When an employee reaches an accumulation of ninety-six (96) hours of compensatory time the employee shall be required to take twenty-four (24) hours of compensatory time off in one scheduled twenty-four (24) hour period. In the event the employee has not taken the twenty-four (24)

hours off in one scheduled twenty-four (24) hour period within ninety (90) days from the date of accumulation of the ninety-six (96) hours of compensatory time, the Town will schedule the employee to be off on compensatory leave for a full twenty-four (24) period. Compensatory time shall be used and administered in the same manner as specified in Section 2, of the Annual Leave Policy.

#### **SECTION 15: COURT TIME**

SECTION 1: Court time is the time an employee is required to appear in court or give a deposition as a result of action taken within the scope of employment, whether on or off duty. Compensation for the court time outside of the normal work period shall be a minimum of three (3) hours pay at time and one-half. Any additional overtime for each appearance will be compensated in accordance with the workweek and overtime Article.

#### **SECTION 16: UNIFORM MAINTENANCE ALLOWANCE**

SECTION 1: Equipment, uniforms, or linens issued by the Town damaged or lost through negligence will be replaced at the employee's expense, in accordance with applicable wage and hour laws.

SECTION 2: The Town shall pay employees one hundred fifty dollars (\$150) per year as a shoe allowance, provided that the shoes purchased are ASTM F 2412 and ASTM F2413 compliant.

#### **SECTION 17: TUITION REIMBURSEMENT**

SECTION 1: All employees who have been in the employ of the Town for a minimum of 12 months shall be eligible to apply for participation in the Tuition Reimbursement Program as provided for in the following sections:

SECTION 2: This plan is applicable to educational programs offered by post-secondary, accredited educational institutions, approved vocational school classes that are college credit courses and which can be transferred to a post-secondary, accredited institution, including the State Fire College; or non-credit educational/training courses that: (a) are necessary to obtain an initial certification from the Florida State Fire College, to include FLUSAR curriculum, and are courses offered by an institution listed in the U.S. Department of Education Database of Accredited Postsecondary Institutions and Programs or (b) those approved by the Fire Chief or designee.

SECTION 3: The program and/or course must be related to the needs of the Town in that it has the potential to improve the performance level of the employee in the employee's present assignment or develops an employee's ability and knowledge to meet the needs of future assignments within the Town.

SECTION 4: The employee must meet the entrance requirements of the educational institution offering the course and must have the approval of the Town Manager or designee prior to enrollment in the course or program.

SECTION 5: Upon completion of an approved course, an employee may apply for tuition reimbursement in an amount equivalent to the following percentages of the tuition cost:

Percentage Reimbursed:

Grade Earned "C" and above, or "Pass" in Pass/Fail Course

100%

Approved coursework will be reimbursed at an amount no to exceed the then current credit hour rate established for in-state residents at Florida Atlantic University ("FAU"), in an amount equivalent to the above percentages of the tuition costs. Coursework taken at out-of-state or online universities for the Open Learning Fire Service Program, administered by the National Fire Academy, will be reimbursed at 100%, subject to the reimbursement by grade formula and maximum FAU rate indicated above. If financial assistance is available from the Veteran's Administration, or other sources, the amount of reimbursement shall be limited to the difference between the amount paid under this section and the amount received from other sources. All requests for reimbursement must be made within sixty (60) days of the end of the grading period.

SECTION 6: If an employee voluntarily terminates employment within two (2) years of receiving tuition reimbursement, the employee shall reimburse the Town for any amounts received for that period through deduction from any final pay to which the employee is entitled, or by such other means as may be necessary to recover the sum.

SECTION 7: Courses must be taken through an educational institution identified in the U.S. Department of Education database of regional accredited postsecondary institutions and programs in order to be eligible for this education reimbursement.

## **SECTION 18: TRAINING**

SECTION 1: The Town shall provide compensatory time for non-Town provided training along the following general guidelines:

- a) The Town shall retain full discretion to select courses or seminars where compensatory time shall be offered.
- b) The Town shall retain full discretion as to the use of any accumulated compensatory time.
- c) A fair method of selecting attendees shall be devised by the Town.

SECTION 2: The Town shall provide appropriate equipment for physical training as agreed upon by the Wellness Committee and the Fire Chief, which shall be housed in the Fire Station as designated by the Fire Chief. The Town reserves the right to remove this equipment if in the Town Manager's sole judgment, injuries from its usage warrants such removal.

## **SECTION 19: CIVIL SUITS**

SECTION 1: The Town shall, upon timely notice by an employee, undertake the defense of any employee covered by this policy against civil damage suits arising an as a result of any act, event, or omission of action in the scope of her or his employment, as set forth in Florida Statute Section 768.28, and shall file appropriate counterclaims.

SECTION 2: The Town shall indemnify all member employees against judgments for compensation damages rendered against a member employee in a civil damage suit arising as a result of any act, event, or omission of action in the scope of her/his employment for the Town. The Town shall not indemnify any employee against judgments rendered in civil suits, which the Town has not been given notice of and an opportunity to defend. The Town shall not indemnify any employee against judgments



rendered in civil suits where the employee's acts giving rise to the judgment were found to be in bad faith, with malicious purpose, or committed in a manner exhibiting wanton and willful disregard of human rights, safety, and property.

SECTION 3: The employee shall give notice to the Town within forty-eight (48) hours of all injuries or damage to persons or property, including the employee himself, incurred by or witnessed by the employee while the employee is on duty.

SECTION 4: It shall be the duty of the employee to notify the Town Attorney of her/his being served with any civil action on the day of receipt by the employee or the first Town business day thereafter.

SECTION 5: The employee has the right to retain counsel of her/his choice at her/his own option and expense. However, the Town shall retain full control of the litigation unless the employee releases the Town from all indemnification and defense obligations here and by law.

## **SECTION 20: DISEASES AND IMMUNIZATION**

SECTION 1: The Town shall provide tuberculosis and Hepatitis A, B, and C screening annually for all Fire Department employees.

SECTION 2: The Town shall provide immunization for Fire Department employees on a voluntary basis as follows:

Flu shots - once per year if available

Tetanus - once every ten (10) years

Hepatitis - (Type B) - once every five (5) years

SECTION 3: A labor-management committee shall be established which shall consist of the four Shift Captains, the Infectious Disease Control Officer, the Fire Chief or designee in the Fire Department, the Human Resources Director or designee, and the Medical Director. The committee shall meet as needed and upon the request of any two (2) members of the committee for the purpose of developing recommendations to the Town Manager regarding:

(a) Procedures for infection control to be followed when responding to medical emergencies.

(b) Emergency medical response personnel should be educated and trained on the proper observation of barrier precautions designed to promote infection control.

(c) Develop an effective communication system between the Fire Department and local medical facilities, which shall seek to ensure that the requirements of Florida Statute 395.1025 are met.

SECTION 4: The Town shall establish procedures for infection control to be followed when responding to medical emergencies. Surgical masks, gloves, and goggles will be provided by the Town for use by emergency medical personnel when treating victims.

SECTION 5: The Town shall provide education and training to all emergency response personnel in the proper observation of barrier precautions in the interest of infection control.

SECTION 6: The Town Manager will make a good-faith effort to ensure that the notification requirements mandated by Florida Statute 395.1025 are accomplished in a timely manner.

SECTION 7: Nothing in this policy shall be construed as a waiver of the Town's rights under Chapter 440, Florida Statutes.

SECTION 8: When the County Health Officer declares that a public health risk exists and, in her/his judgment, it is reasonable and prudent to immunize public health care employees from it, the Town shall provide appropriate vaccinations.

## **SECTION 21: MANAGEMENT RIGHTS**

SECTION 1: Each employee recognizes that the Town has the exclusive right to manage and direct the various departments of the Town. Accordingly, the powers and authority that the Town has not specifically abridged, delegated, or modified by the express provisions of any policies are retained by the Town. Therefore, the Town specifically, but not by way of limitation, reserves the exclusive right to determine the mission of the Town and its various departments, divisions and other units of the organization; set standards of service, establish and implement policies and procedures related to employment, promotions, position classification, discipline for just cause, transfer, assignment, and scheduling of employees; subcontract work; merge, consolidate, or close a department or any part thereof or expand, reduce, alter, combine, assign or cease any job; control the use of equipment and property of the Town; fill any job on a temporary, emergency, or interim basis; determine the number, location and operation of headquarters, annexes, divisions, substations, and departments thereof; schedule and assign the work to the employees and determine the size and composition of the work force; formulate and implement departmental policy, rules and regulations; and introduce new or improved services, maintenance procedures, materials, facilities and equipment. If the Town fails to exercise any one or more of the above functions from time to time, it shall not be deemed a waiver of the Town's right to exercise any or all of such functions. Any right or privilege of the Town not specifically mentioned by the Town in this Agreement shall remain with the Town.

## **SECTION 22: SENIORITY LISTS**

SECTION 1: The Fire Department shall establish seniority lists by classification, and it shall be revised on October 1st of each year. Such lists shall be available electronically. Exceptions to such lists shall be made within thirty (30) calendar days of posting and the list shall be revised as deemed appropriate. After thirty (30) calendar days, the seniority lists shall stand approved.

SECTION 2: Employee's seniority shall be established from the date of continuous employment by the Fire Department of the Town of Highland Beach. If two or more employees have the same seniority date and are of the same classification, seniority standing shall be determined by test scores established in their present classification. If such test results prove the employees to be of equal merit, the date of application for employment with the Fire Department will determine the seniority standing.

SECTION 3: The seniority and merit review dates of an employee who is on Authorized Leave Without Pay shall be advanced one consecutive calendar day for each consecutive calendar day of the leave period. The merit review date of an employee who is receiving disability pay in excess of thirty (30) calendar days in accordance with Disability Policy shall be advanced one consecutive calendar day for

each consecutive calendar day of the entire disability leave period.

SECTION 4: Initial Seniority List placement, for original employees hired on or before March 18<sup>th</sup>, 2024, shall be based on two criteria: previous time in grade/rank (or higher) at time of hire date, and previous total years/months of service as a paramedic firefighter or higher rank with all past fire service agencies. Time in grade or higher will be considered first, then total years of service.

## **SECTION 23: WORKING CONDITIONS**

SECTION 1: Due to the nature of the fire service, the mission of the department to save human life and prevent and protect property from destruction by fire or other emergencies, in concert with the Town, the employees agree as follows:

- (a) To exert all efforts within its province to improve the Town's fire rating classification.
- (b) To meet high standards of personal appearance and on-duty conduct for increased overall efficiency.
- (c) To make all necessary and voluntary efforts to improve public understanding of the causes of fire and potential fire hazards.
- (d) To participate in school and civil appearances during fire prevention week and at other times as required.
- (e) To participate in inspections when assigned.
- (f) To make every effort, during and subsequent to all fires, to reduce property damage from water and smoke by proper use of rescue and salvage equipment provided by the Town.
- (g) To maintain a high level of physical preparedness and training proficiency.
- (h) To maintain equipment and facilities at departmental standards.

SECTION 2: In order that the basic mission of the department may be preserved and a state of readiness may be maintained, employees will not normally be required to perform tasks which are not directly related to the objectives set forth in Section 1 above, if the performance of such tasks would affect the unit's ability to respond to an alarm or affect the level of department equipment maintenance. Such determinations shall be at the discretion of the Fire Chief or her/his designee.

SECTION 3: The Town agrees to supply and make available all materials required (rags, mops, etc.) in the day-to-day maintenance of the fire stations. The Town furthermore agrees to work to maintain proper extermination- service at the fire stations.

SECTION 4: It is the responsibility of the Town to provide safe working conditions, tools, equipment, and work methods for employees. The Town and the employees will work together to maintain safe working conditions, tools, and equipment provided that it remains the Town's unilateral right to determine what equipment, if any, and procedures will be purchased or used.

SECTION 5: The Town will maintain commercial washers and dryers at the station.