



Town of Highland Beach Notice of Public Meeting Protocol

The Town of Highland Beach is committed to serving the needs of the public while also working to ensure the safety and health of the town's staff, the community, and visitors alike. In accordance with the State and the County's easing of the COVID-19 restrictions, effective June 01, 2021, all town departments reopen with regular operating hours.

That said, as an added layer of protection for the safety of all attending meetings in the Commission Chambers, the wearing of facial coverings or masks are strongly encouraged. Also, until further notice, social distancing requirements and in-person meeting capacity limits remains in place. For those interested, Zoom Video Communications and telephone participation are offered.

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

PREREGISTRATION FOR IN-PERSON ATTENDANCE/PARTICIPATION AT ALL MEETINGS:

- All interested persons, Quasi-Judicial meeting applicants, their representatives, and witnesses **must preregister** to attend/participate in a meeting by sending an email to Town Clerk Lanelda Gaskins at publiccomments@highlandbeach.us or contacting (561) 278-4548 no later than one (1) business day prior to the meeting date (**e.g. by 4:30 P.M. on a Monday, if the meeting is scheduled for that Tuesday, etc.**) The subject matter to be discussed must be included in the preregistration request. If the meeting is a **Public Hearing Quasi-Judicial meeting**, the subject matter and application number must be included in the preregistration request.
- In-person attendance/participation will be based upon the order in which the Town Clerk's Office receives the preregistration requests. For **Public Hearing Quasi-Judicial meetings**, precedence into the Commission Chambers will be given to applicants, their representatives and/or witnesses over all others preregistered parties. The Quasi-Judicial meeting participants will also be allowed in the Commission Chambers at the time of the hearing that is relevant to their applicant/client.
- The Zoom Video Communications is an option for those individuals who are interested in participating on the meeting online or via telephone.

ZOOM PARTICIPATION:

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

- To Join Meeting: All interested persons **must preregister** to participate by contacting Town Clerk Lanelda Gaskins at publiccomments@highlandbeach.us or by calling (561) 278-4548 no later than one (1) business day prior to the meeting date (**e.g. by 4:30 P.M. on a Monday if the meeting is scheduled for that Tuesday; and by 4:30 P.M.**).

- Meeting access information and instructions will be provided to those persons two hours prior to the meeting.
- The video camera display feature will only be enabled for Public Hearing Quasi-Judicial matters and during public comments only. The video camera display feature will be disabled for public use.

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

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

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

PROVIDING PUBLIC COMMENT:

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

TO SEND COMMENTS IN ADVANCE VIA EMAIL:

- To submit public comments, click on the link <https://mmportal6.teamunicode.com//> to go to the Agendas and Meeting webpage. At the top of the page click on "Public Comments" to submit your comments, or
- Submit your comments to publiccomments@highlandbeach.us.
- The Town will receive such public comments no later than two (2) hours prior to the meeting. If timely received, Town staff will read the public comment at the meeting.
- Live Zoom Video Participation - If attending via Zoom online, please follow Zoom instructions above. Once the meeting gets to the applicable public comment period, the host of the meeting will allow public participants (audio only) into the meeting from the waiting room, to provide live public comment.
- Live Zoom Telephone Participation - If attending via Zoom by telephone, please follow the instructions above. Once the meeting gets to the appropriate public comment period, the host of the meeting will allow public participants into the meeting from the waiting room, to provide live public comment.

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

Published: 05.26.2021 / Updated: 08.03.2021



TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING AGENDA

Tuesday, March 15, 2022 AT 1:30 PM

TOWN HALL COMMISSION CHAMBERS

3614 S. OCEAN BOULEVARD
HIGHLAND BEACH, FL 33487

Town Commission

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

-
1. **CALL TO ORDER**
 2. **ROLL CALL**
 3. **PLEDGE OF ALLEGIANCE**
 4. **APPROVAL OF THE AGENDA**
 5. **DECLARING A CANDIDATE ELECTED TO OFFICE**

[A.](#) Resolution No. 2022-006

A Resolution of the Town Commission of the Town of Highland Beach, Florida declaring an unopposed candidate elected to office and providing for an effective date.

6. **DECLARING THE MARCH 08, 2022 ELECTION RESULTS**

[A.](#) Resolution No. 2022-007

A Resolution of the Town Commission of the Town of Highland Beach, Florida, declaring the results of the Municipal Referendum Election held on March 08, 2022; providing an effective date; and for other purposes.

7. SWEARING IN AND SEATING OF ELECTED OFFICIAL

A. Evalyn David

8. PUBLIC COMMENTS

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

9. ANNOUNCEMENTS

Board Vacancies

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

Planning Board - One vacancy for a three-year term

Meetings and Events

April 05, 2022 - 1:30 P.M. Town Commission Meeting

April 12, 2022 - 1:00 P.M. Code Enforcement Board Regular Meeting

April 14, 2022 - 9:30 A.M. Planning Board Regular Meeting

Board Action Report

None.

10. ORDINANCES

A. None.

11. CONSENT AGENDA

A. None.

12. UNFINISHED BUSINESS

[A.](#) Water Sewer Billing Update. Vice Mayor Moore

13. NEW BUSINESS

[A.](#) Introduction to a proposed amendment to the Town Code of Ordinances regarding Accessory Marine Facilities.

[B.](#) March 2022 Referendum – Lessons Learned. - Vice Mayor Moore

- C. Mission and Vision Statements for Strategic Plan. - Vice Mayor Moore
- D. Approve and authorize the Mayor to execute an agreement with Aquifer Maintenance and Performance, Inc. ("AMPS") in the amount of \$52,125.00 for the rehabilitation of Well No. 6.
- E. Approve and authorize the Mayor to execute a Financial Advisory Services agreement with Ford and Associates for financial advisor services related to Fire Station #6 construction/renovation.
- F. Approval of Highland Beach Canvassing Board Meeting Minutes
 - February 17, 2022 Logic and Accuracy Test Minutes
 - February 25, 2022 Canvassing Board Minutes
 - March 07, 2022 Canvassing Board Minutes
 - March 08, 2022 Canvassing Board Minutes
 - March 10, 2022 Canvassing Board Minutes
- G. Approval of Commission Meeting Minutes
 - January 18, 2022 Commission Meeting Minutes

14. TOWN COMMISSION COMMENTS

Commissioner John Shoemaker

Commissioner Evalyn David

Commissioner Peggy Gossett-Seidman

1. Intracoastal Waterway Wake Zone Evaluation Meeting with the Florida Fish and Wildlife Commission and Florida House Representative Michael "Mike" Caruso, District 89.

Vice Mayor Natasha Moore

Mayor Douglas Hillman

15. TOWN ATTORNEY'S REPORT

16. TOWN MANAGER'S REPORT

17. 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 s

File Attachments for Item:

A. Resolution No. 2022-006

A Resolution of the Town Commission of the Town of Highland Beach, Florida declaring an unopposed candidate elected to office and providing for an effective date.



RESOLUTION NO. 2022-006

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, DECLARING AN UNOPPOSED CANDIDATE ELECTED TO OFFICE AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town of Highland Beach's (the Town's) General Election was scheduled for March 8, 2022 in accordance with the law and Town Charter; and

WHEREAS, the candidate qualifying period for the Town's General Election commenced November 09, 2021 at noon and ended on November 23, 2021 at noon, with one candidate qualifying for the office of Commissioner; and

WHEREAS, according to Section 101.151 (7), Florida Statutes, except for justices or judges seeking retention, the names of unopposed candidates shall not appear on the general election ballot. Each unopposed candidate shall be deemed to have voted for himself or herself; and

WHEREAS, in these circumstances the Election Code authorizes the governing body to declare the unopposed candidate elected to office; and

WHEREAS, no candidate for the office of Commissioner appeared on the ballot in the March 08, 2022 election; and

WHEREAS, the Town Commission deems approval of this Resolution to be in the best interest of the health, safety and welfare of the residents and citizens of the Town of Highland Beach and the public at large.

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

Section 1. **Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

Section 2. **Election Results.** The Town Commission hereby declares that each unopposed candidate is elected to the office of Commissioner, and, as such, hereby finds and declares that **Evalyn David** has been elected to the office of **Commissioner** for a three-year term beginning March 15, 2022 and ending March of 2025.

Section 3. **Effective Date.** This Resolution shall become in full force and effect immediately upon its passage and adoption.

DONE AND ADOPTED by the Town Commission of the Town of Highland Beach, Florida, this **15th** day of **March** 2022.

ATTEST:

Douglas Hillman, Mayor

REVIEWED FOR LEGAL SUFFICIENCY

Lanelda Gaskins, MMC
Town Clerk

Glen J. Torcivia, Town Attorney
Town of Highland Beach

VOTES:

YES

NO

Mayor Douglas Hillman

Vice Mayor Greg Babij

Commissioner Peggy Gossett-Seidman

Commissioner Evalyn David

Commissioner John Shoemaker

File Attachments for Item:

A. Resolution No. 2022-007

A Resolution of the Town Commission of the Town of Highland Beach, Florida, declaring the results of the Municipal Referendum Election held on March 08, 2022; providing an effective date; and for other purposes.



RESOLUTION NO. 2022-007

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, DECLARING THE RESULTS OF THE MUNICIPAL REFERENDUM ELECTION HELD ON MARCH 08, 2022; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, on the 8th day of March, 2022, the Election Clerks and Inspectors subscribed their oaths and performed their duties in said Referendum Election in accordance with the law; and

WHEREAS, the Highland Beach Canvassing Board members have certified the results of the Municipal Election as follows:

TOTAL REGISTERED VOTERS: 3,917

APPROXIMATELY TOTAL RECORDED BALLOTS CAST: 1,400

BALLOT QUESTION 1 received 82 “NO” votes and 1,318 received “YES” votes:

SHALL THE TOWN OF HIGHLAND BEACH AMEND ITS CHARTER TO ADOPT SECTION 2.01(31) TO PROVIDE THAT THE TOWN MAY NOT TRANSFER CONTROL, ABOLISH, MERGE WITH, OR SELL THE SERVICES OF FIRE RESCUE, POLICE OR WATER UNLESS APPROVED BY A REFERENDUM VOTE OF THE ELECTORATE?

BALLOT QUESTION 2 received 838 “NO” votes and 558 received “YES” votes:

TO RECOGNIZE THE GROWTH OF COSTS AND SUPPORT THE DELIVERY OF TOWN SERVICES, INCLUDING ITEMS LIKE THE WATER TREATMENT PLANT, LIBRARY, POLICE, AND FIRE RESCUE, SHALL THE TOWN OF HIGHLAND BEACH AMEND ITS CHARTER AT SECTION 2.01(30) TO PROVIDE THAT THE FUNDING LIMITS BE INCREASED FROM THE CURRENT LIMIT OF \$350,000, WHICH WAS ESTABLISHED IN 1991, TO FIVE PERCENT (5%) OF THE TOWN’S TOTAL ANNUAL BUDGET?

BALLOT QUESTION 3 received 827 “NO” votes and 567 received “YES” votes:

SHALL THE TOWN OF HIGHLAND BEACH AMEND ITS CHARTER SECTION 3.02(1) TO AUTHORIZE THE MANAGER AND FINANCE DIRECTOR SIGN CHECKS AND PAY LAWFUL DEBTS; AUTHORIZE A MEMBER OF THE COMMISSION TO SIGN IN THE ABSENCE OF THE MANAGER OR FINANCE DIRECTOR OR TWO COMMISSIONERS TO SIGN IN THE ABSENCE OF BOTH THE TOWN MANAGER AND FINANCE DIRECTOR?

BALLOT QUESTION 4 received 775 “NO” votes and 622 received “YES” votes:

SHALL THE TOWN OF HIGHLAND BEACH AMEND ITS CHARTER AT SECTION 1.06(3) TO PROVIDE THAT NO PERSON MAY SERVE MORE THAN THREE CONSECUTIVE FULL TERMS IN ANY ONE OFFICE; NOR SERVE MORE THAN TWELVE CONSECUTIVE YEARS AS A TOWN ELECTED OFFICIAL?

BALLOT QUESTION 5 received 836 “NO” votes and 548 received “YES” votes:

SHALL THE TOWN OF HIGHLAND BEACH AMEND ITS CHARTER AT SECTION 3.05 TO PROVIDE THAT THE SALARIES OF THE TOWN COMMISSIONERS AND MAYOR MAY BE DETERMINED BY ORDINANCE BUT SHALL NOT BE INCREASED BY MORE THAN FIVE (5%) IN ANY GIVEN YEAR?

WHEREAS, the Highland Beach Canvassing Board members have duly canvassed the returns of the described election and have certified the foregoing as true and correct tabulations of the total recorded and absentee votes cast; and

WHEREAS, the Town Commission wishes to formally adopt and declare the voting results of the Municipal Referendum Election; and

WHEREAS, the Town Commission deems approval of this Resolution to be in the best interest of the health, safety and welfare of the residents and citizens of the Town of Highland Beach and the public at large.

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

Section 1. That the Town Commission accepts the official results of the Municipal Referendum Election held on March 08, 2022.

Section 2. That the official results shall be entered and recorded in the minutes of the Town Commission.

Section 3. That this Resolution shall become in full force and effect immediately upon its passage and adoption.

DONE AND ADOPTED by the Town Commission of the Town of Highland Beach, Florida, this **15th** day of **March** 2022.

Douglas Hillman, Mayor

ATTEST:

REVIEWED FOR LEGAL SUFFICIENCY:

Lanelda Gaskins, MMC
Town Clerk

Glen J. Torcivia
Town Attorney

VOTES:

YES NO

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

SUMMARY REPORT - GROUP DETAIL

Official Special and Municipal
Elections, March 8, 2022
Palm Beach County, Florida

UNOFFICIAL RESULTS

Run Date:03/10/22 06:08 PM

Report EL45A

Page 008

	TOTAL VOTES	%	ED	VBM	EV
Haverhill Question 4					
(VOTE FOR) 1					
YES - For adopting the amendment. . .	110	79.14	28	81	1
NO - Against adopting the amendment .	29	20.86	12	17	0
Over Votes	0		0	0	0
Under Votes	5		2	3	0
Highland Beach Question 1					
(VOTE FOR) 1					
YES (FOR APPROVAL)	1,318	94.14	531	775	12
NO (AGAINST APPROVAL)	82	5.86	44	38	0
Over Votes	0		0	0	0
Under Votes	6		1	5	0
Highland Beach Question 2					
(VOTE FOR) 1					
YES (FOR APPROVAL)	558	39.97	115	438	5
NO (AGAINST APPROVAL)	838	60.03	457	374	7
Over Votes	0		0	0	0
Under Votes	10		4	6	0
Highland Beach Question 3					
(VOTE FOR) 1					
YES (FOR APPROVAL)	567	40.67	122	442	3
NO (AGAINST APPROVAL)	827	59.33	450	368	9
Over Votes	1		1	0	0
Under Votes	11		3	8	0
Highland Beach Question 4					
(VOTE FOR) 1					
YES (FOR APPROVAL)	622	44.52	143	475	4
NO (AGAINST APPROVAL)	775	55.48	431	336	8
Over Votes	0		0	0	0
Under Votes	9		2	7	0
Highland Beach Question 5					
(VOTE FOR) 1					
YES (FOR APPROVAL)	548	39.60	127	416	5
NO (AGAINST APPROVAL)	836	60.40	447	382	7
Over Votes	0		0	0	0
Under Votes	22		2	20	0

SUMMARY REPORT - GROUP DETAIL

Official Special and Municipal
Elections, March 8, 2022
Palm Beach County, Florida

UNOFFICIAL RESULTS

Run Date:03/10/22 06:08 PM

Report EL45A

Page 001

	TOTAL VOTES	%	ED	VBM	EV
PRECINCTS COUNTED (OF 301).	301	100.00			
REGISTERED VOTERS - TOTAL	358,415				
BALLOTS CAST - TOTAL.	60,925		21,889	37,228	1,808
BALLOTS CAST - BLANK.	44	.07	16	27	1
VOTER TURNOUT - TOTAL		17.00			
VOTER TURNOUT - BLANK		.01			
State Representative - District 88					
(VOTE FOR) 1					
Guarina Torres (REP).	2,879	19.68	1,145	1,575	159
Jervonte "Tae" Edmonds (DEM)	11,752	80.32	3,107	7,677	968
Over Votes	2		1	1	0
Under Votes	304		119	158	27
Mayor - Boynton Beach					
(VOTE FOR) 1					
Cindy Falco-Di Corrado	1,710	18.31	849	784	77
Golene Gordon	1,719	18.40	549	905	265
Ty Penserga.	5,368	57.47	1,655	3,446	267
Bernard Wright.	543	5.81	160	341	42
Over Votes	1		0	1	0
Under Votes	100		50	46	4
City Commissioner District 1 - Boynton Beach					
(VOTE FOR) 1					
Angela Cruz.	1,882	62.28	498	1,298	86
Gregory Hartmann	947	31.34	476	444	27
Thomas Pomante.	193	6.39	78	108	7
Over Votes	0		0	0	0
Under Votes	90		28	58	4
City Commissioner District 3 - Boynton Beach					
(VOTE FOR) 1					
Marit Hedeem	859	34.40	303	485	71
Courtlandt McQuire	663	26.55	248	372	43
Thomas Turkin	975	39.05	476	399	100
Over Votes	0		0	0	0
Under Votes	108		35	56	17
City Council District 2 - Greenacres					
(VOTE FOR) 1					
Peter Noble.	1,598	59.05	446	1,129	23
Nathan Galang	1,108	40.95	330	749	29
Over Votes	0		0	0	0
Under Votes	132		38	90	4
City Council District 3 - Greenacres					
(VOTE FOR) 1					
Judith Dugo.	1,850	68.65	511	1,317	22
Leonard A. Grant	845	31.35	267	548	30
Over Votes	1		0	1	0
Under Votes	142		36	102	4

SUMMARY REPORT - GROUP DETAIL

Official Special and Municipal
Elections, March 8, 2022
Palm Beach County, Florida

UNOFFICIAL RESULTS

Run Date:03/10/22 06:08 PM

Report EL45A

Page 002

	TOTAL VOTES	%	ED	VBM	EV
City Council District 4 - Greenacres					
(VOTE FOR) 1					
Jonathan Pearce	1,363	49.19	438	899	26
Susy Diaz Piesco	1,408	50.81	356	1,023	29
Over Votes	1		0	1	0
Under Votes	66		20	45	1
Seat Five - Juno Beach					
(VOTE FOR) 1					
John Callaghan.	498	41.29	187	311	0
Alexander Cooke	708	58.71	301	406	1
Over Votes	0		0	0	0
Under Votes	2		1	1	0
Mayor - Three Year Term - Jupiter					
(Elected at Large)					
(VOTE FOR) 1					
Patrick Gallagher.	1,901	17.59	935	954	12
Ilan Kaufer.	4,711	43.59	1,777	2,915	19
Jim Kuretski	4,196	38.82	2,427	1,748	21
Over Votes	2		2	0	0
Under Votes	28		12	16	0
First District - Three Year Term - Jupiter					
(Elected at Large)					
(VOTE FOR) 1					
Barbara Jean Richardson.	2,472	24.72	1,203	1,255	14
Cheryl Schneider	7,530	75.28	3,569	3,930	31
Over Votes	0		0	0	0
Under Votes	836		381	448	7
Second District - Three Year Term - Jupiter					
(Elected at Large)					
(VOTE FOR) 1					
Ben Klug.	1,386	13.55	627	753	6
Robert William Kuypers	1,265	12.36	629	628	8
Linda McDermott	2,291	22.39	834	1,446	11
Malise Sundstrom	3,843	37.56	1,932	1,893	18
Gloria Tucker	1,446	14.13	885	554	7
Over Votes	8		3	5	0
Under Votes	599		243	354	2
Commissioner Group 4 - Jupiter Inlet Colony					
(VOTE FOR) 1					
Cynthia B. Keim	86	44.33	63	23	0
Stephen Pollard	35	18.04	19	16	0
Marie Rosner	73	37.63	45	28	0
Over Votes	0		0	0	0
Under Votes	0		0	0	0

SUMMARY REPORT - GROUP DETAIL

Official Special and Municipal
Elections, March 8, 2022
Palm Beach County, Florida

UNOFFICIAL RESULTS

Run Date:03/10/22 06:08 PM

Report EL45A

Page 003

	TOTAL VOTES	%	ED	VBM	EV
Lantana Town Council - Group 1					
(VOTE FOR) 1					
Joseph Farrell.	315	27.80	145	165	5
Lynn J. Moorhouse.	498	43.95	228	267	3
John Raymer.	320	28.24	168	147	5
Over Votes	1		0	1	0
Under Votes	41		17	24	0
Lantana Town Council - Group 2					
(VOTE FOR) 1					
Media O. Beverly	457	39.46	270	185	2
Kem Mason	499	43.09	191	300	8
Edward P. Shropshire.	202	17.44	88	111	3
Over Votes	0		0	0	0
Under Votes	17		9	8	0
Town Council Group 3 - Lake Clarke Shores					
(VOTE FOR) 1					
Robert M.W. Shalhoub.	490	71.95	206	282	2
Timothy B. Daughtry	191	28.05	100	89	2
Over Votes	0		0	0	0
Under Votes	6		4	2	0
Town Council Group 4 - Lake Clarke Shores					
(VOTE FOR) 1					
Christina Daughtry	192	28.36	84	106	2
Robert "Bobby" Gonzalez.	485	71.64	221	262	2
Over Votes	0		0	0	0
Under Votes	10		5	5	0
Town Commission - Lake Park					
(VOTE FOR) 1					
Erin T. Flaherty	61	8.56	18	42	1
Kimberly Glas-Castro.	142	19.92	38	95	9
John L. Linden.	132	18.51	60	68	4
Roger Michaud	207	29.03	121	79	7
Mary Beth Taylor	88	12.34	16	66	6
Judith E. Thomas	83	11.64	34	42	7
Over Votes	3		1	2	0
Under Votes	17		0	16	1
Commissioner District #4 - Lake Worth Beach					
(VOTE FOR) 1					
Reinaldo Diaz	1,221	43.42	509	699	13
Craig Frost.	993	35.31	440	545	8
Daniel Morgan	598	21.27	199	390	9
Over Votes	2		0	2	0
Under Votes	78		14	64	0

SUMMARY REPORT - GROUP DETAIL

Official Special and Municipal
Elections, March 8, 2022
Palm Beach County, Florida

UNOFFICIAL RESULTS

Run Date:03/10/22 06:08 PM

Report EL45A

Page 004

	TOTAL VOTES	%	ED	VBM	EV
Town Council - Seat Two (2) - Loxahatchee Groves					
(VOTE FOR) 1					
Laura J. Danowski.	338	52.08	212	122	4
Todd McLendon	311	47.92	186	125	0
Over Votes	2		2	0	0
Under Votes	7		4	2	1
Town Council - Seat Four (4) - Loxahatchee Groves					
(VOTE FOR) 1					
Paul T. Coleman II	320	49.23	191	127	2
Robert Shorr	330	50.77	210	118	2
Over Votes	3		1	2	0
Under Votes	5		2	2	1
Group 1 - North Palm Beach					
(VOTE FOR) 1					
Deborah Searcy.	1,990	65.98	767	1,197	26
Robert Silvani.	1,026	34.02	600	408	18
Over Votes	4		1	3	0
Under Votes	43		27	16	0
Group 3 - North Palm Beach					
(VOTE FOR) 1					
Darryl C. Aubrey	1,768	58.29	657	1,087	24
Orlando F. Puyol	1,265	41.71	732	513	20
Over Votes	2		0	2	0
Under Votes	28		6	22	0
Group 5 - North Palm Beach					
(VOTE FOR) 1					
Mark Mullinix	1,914	63.82	889	1,002	23
Shawn Woods.	1,085	36.18	482	582	21
Over Votes	1		0	1	0
Under Votes	63		24	39	0
Mayor - Pahokee					
(VOTE FOR) 1					
Keith W. Babb Jr	544	64.15	341	202	1
Regina Bohlen	304	35.85	192	112	0
Over Votes	0		0	0	0
Under Votes	5		5	0	0
Commissioner Group 1 - Pahokee					
(VOTE FOR) 1					
Clara "Tasha" Murvin.	537	64.78	340	196	1
Henry Crawford Jr.	292	35.22	183	109	0
Over Votes	0		0	0	0
Under Votes	24		15	9	0

SUMMARY REPORT - GROUP DETAIL

Official Special and Municipal
Elections, March 8, 2022
Palm Beach County, Florida

UNOFFICIAL RESULTS

Run Date:03/10/22 06:08 PM

Report EL45A

Page 005

	TOTAL VOTES	%	ED	VBM	EV
Commissioner Group 2 - Pahokee					
(VOTE FOR) 1					
Derrick Boldin.	563	66.31	352	210	1
Nelson Lopez Jr	286	33.69	183	103	0
Over Votes	1		1	0	0
Under Votes	3		2	1	0
 Mayor - Riviera Beach					
(VOTE FOR) 1					
Billie E. Brooks	1,365	28.26	412	828	125
Ronnie Felder	2,396	49.61	722	1,363	311
Shandra Michelle Stringer	1,069	22.13	336	608	125
Over Votes	1		0	1	0
Under Votes	62		29	30	3
 Council District 1 - Riviera Beach					
(VOTE FOR) 1					
Roderick "Rod" James.	1,996	42.67	590	1,221	185
Tradrick McCoy.	2,682	57.33	827	1,486	369
Over Votes	0		0	0	0
Under Votes	215		82	123	10
 Council District 3 - Riviera Beach					
(VOTE FOR) 1					
Shirley D. Lanier.	2,096	43.73	623	1,272	201
Cedrick Thomas.	1,296	27.04	390	768	138
Marvelous Washington.	1,401	29.23	447	737	217
Over Votes	1		0	1	0
Under Votes	99		39	52	8
 Council District 5 - Riviera Beach					
(VOTE FOR) 1					
Darlene Cruz	661	13.89	131	478	52
Douglas Lawson.	2,500	52.54	796	1,341	363
William "Allen" Wily.	1,597	33.56	528	926	143
Over Votes	0		0	0	0
Under Votes	135		44	85	6
 Group #1 - Royal Palm Beach					
(VOTE FOR) 1					
Julie Highsmith	1,143	41.61	177	958	8
Jeff Hmara	1,604	58.39	405	1,181	18
Over Votes	1		0	1	0
Under Votes	3		0	3	0

SUMMARY REPORT - GROUP DETAIL

Official Special and Municipal
Elections, March 8, 2022
Palm Beach County, Florida

UNOFFICIAL RESULTS

Run Date:03/10/22 06:08 PM

Report EL45A

Page 006

	TOTAL VOTES	%	ED	VBM	EV
Town Council - South Palm Beach					
(VOTE FOR) 2					
Monte Berendes.	196	31.11	135	61	0
Cindy Furino	112	17.78	40	72	0
C.W. "Bill" LeRoy.	188	29.84	101	87	0
Mark Weissman	134	21.27	47	87	0
Over Votes	0		0	0	0
Under Votes	68		33	35	0
 Council Member - Seat #2 - Wellington					
(VOTE FOR) 1					
Karen Morris-Clarke	1,074	16.62	379	680	15
Tony Nelson.	1,597	24.71	654	923	20
Tanya Siskind	3,793	58.68	1,363	2,407	23
Over Votes	4		1	3	0
Under Votes	153		92	61	0
 Council Member - Seat #3 - Wellington					
(VOTE FOR) 1					
John T. McGovern	4,130	62.91	1,271	2,830	29
Johnny H. Meier	2,435	37.09	1,185	1,222	28
Over Votes	1		1	0	0
Under Votes	55		32	22	1
 Commission District 1 - West Palm Beach					
(VOTE FOR) 1					
Martina Tate Walker	2,379	28.27	505	1,818	56
Cathleen Ward	6,037	71.73	1,144	4,773	120
Over Votes	2		0	2	0
Under Votes	232		47	180	5
 Lake Worth Beach Question 1					
(VOTE FOR) 1					
YES	2,346	82.96	911	1,409	26
NO.	482	17.04	224	254	4
Over Votes	0		0	0	0
Under Votes	64		27	37	0
 Lake Worth Beach Question 2					
(VOTE FOR) 1					
YES	2,348	83.71	906	1,414	28
NO.	457	16.29	217	238	2
Over Votes	0		0	0	0
Under Votes	87		39	48	0
 Lake Worth Beach Question 3					
(VOTE FOR) 1					
YES	1,664	60.20	588	1,058	18
NO.	1,100	39.80	510	578	12
Over Votes	0		0	0	0
Under Votes	128		64	64	0

SUMMARY REPORT - GROUP DETAIL

Official Special and Municipal
Elections, March 8, 2022
Palm Beach County, Florida

UNOFFICIAL RESULTS

Run Date:03/10/22 06:08 PM

Report EL45A

Page 007

	TOTAL VOTES	%	ED	VBM	EV
Lake Worth Beach Question 4					
(VOTE FOR) 1					
YES	2,100	77.06	803	1,269	28
NO.	625	22.94	283	340	2
Over Votes	1		1	0	0
Under Votes	166		75	91	0
Loxahatchee Groves Question 1					
(VOTE FOR) 1					
YES	521	86.26	317	201	3
NO.	83	13.74	42	39	2
Over Votes	0		0	0	0
Under Votes	54		45	9	0
Loxahatchee Groves Question 2					
(VOTE FOR) 1					
YES	280	45.90	187	91	2
NO.	330	54.10	179	148	3
Over Votes	0		0	0	0
Under Votes	48		38	10	0
Loxahatchee Groves Question 3					
(VOTE FOR) 1					
YES	491	81.70	287	202	2
NO.	110	18.30	70	37	3
Over Votes	0		0	0	0
Under Votes	57		47	10	0
Haverhill Question 1					
(VOTE FOR) 1					
YES - For adopting the amendment. . .	79	54.86	19	59	1
NO - Against adopting the amendment .	65	45.14	23	42	0
Over Votes	0		0	0	0
Under Votes	0		0	0	0
Haverhill Question 2					
(VOTE FOR) 1					
YES - For adopting the amendment. . .	138	95.83	38	99	1
NO - Against adopting the amendment .	6	4.17	4	2	0
Over Votes	0		0	0	0
Under Votes	0		0	0	0
Haverhill Question 3					
(VOTE FOR) 1					
YES - For adopting the amendment. . .	104	73.76	31	72	1
NO - Against adopting the amendment .	37	26.24	9	28	0
Over Votes	0		0	0	0
Under Votes	3		2	1	0

File Attachments for Item:

A. Water Sewer Billing Update. Vice Mayor Moore

Meeting Date: 3/15/2022
Submitted by: Natasha Moore, Vice Mayor – Commissioner
Subject: Water and Sewer Billing Update

Summary:

Water and sewer billing for the annual period starting 4/1/2021 compared to the annual period starting 4/1/2020.

Recommendation:

Review the results.

Summary of Water Bills by Type

Water Bills Apr 2021 to Feb 2022 and Apr 2020 to Feb 2021 - Comparison of 12 months

Apr 2021 to Feb 2022 Bills

		A	B
Type	Billed Amt	Share of Billed Amt	Percent Chg in Billed Amt from Prior Yr
Condo	2,802,310.98	73%	11%
Single family	877,896.89	23%	36%
Church	16,323.86	0%	23%
Commercial	78,698.78	2%	23%
Governmental	44,039.60	1%	122%
Total	3,819,270.11	100%	17%

Apr 2020 to Feb 2021 Bills

Type	Billed Amt	Share of Billed Amt
Condo	2,523,959.74	77%
Single family	647,357.55	20%
Church	13,224.01	0%
Commercial	64,152.88	2%
Governmental	19,851.05	1%
Total	3,268,545.23	100%

Apr 2021 to Feb 2022 Bills

		C	D
Type	Usage	Share of Usage by Type	Billed Amt/Usage
Condo	214,347	61%	13.1
Single family	121,326	35%	7.2
Church	2,144	1%	7.6
Commercial	5,590	2%	14.1
Governmental	5,569	2%	7.9
Total	348,975	100%	10.9

Change in Water Bills by Condo with more than 25 Units
Water Bills Apr 2021 to Feb 2022 compared to Apr 2020 to Feb 2021

Address	Apr 21 to Feb 22 Bills	Apr 20 to Feb 21 Bills	Percent Chg	Dollar Change	Units in Condo	Dollar Change per Unit	Dollar Chg per Unit per Bill
2565 S OCEAN BLVD	38,951	30,721	27%	8,230	37	222	44
2575 S OCEAN BLVD	19,605	20,637	-5%	(1,032)	36	(29)	(6)
2701 S OCEAN BLVD	19,801	19,108	4%	693	33	21	4
2727 S OCEAN BLVD	56,785	66,748	-15%	(9,963)	110	(91)	(18)
2901 S OCEAN BLVD	40,529	32,244	26%	8,285	46	180	36
2909 S OCEAN BLVD	24,034	21,372	12%	2,662	26	102	20
2912 S OCEAN BLVD	67,125	53,168	26%	13,957	58	241	48
2921 S OCEAN BLVD	42,843	31,862	34%	10,981	52	211	42
3009 S OCEAN BLVD	36,556	32,271	13%	4,284	54	79	16
3015 S OCEAN BLVD	31,557	30,695	3%	862	49	18	4
3100 S OCEAN BLVD	63,153	47,947	32%	15,206	83	183	37
3101 S OCEAN BLVD	106,463	89,277	19%	17,186	138	125	25
3114 S OCEAN BLVD	44,623	34,049	31%	10,574	81	131	26
3115 S OCEAN BLVD	29,813	26,524	12%	3,289	44	75	15
3201 S OCEAN BLVD	41,687	31,388	33%	10,299	44	234	47
3210 S OCEAN BLVD	21,909	20,180	9%	1,729	37	47	9
3211 S OCEAN BLVD	33,590	27,891	20%	5,699	33	173	35
3215 S OCEAN BLVD 3	65,864	62,937	5%	2,927	121	24	5
3221 S OCEAN BLVD 2	77,418	58,235	33%	19,184	101	190	38
3224 S OCEAN BLVD	141,268	156,547	-10%	(15,279)	317	(48)	(10)
3301 S OCEAN BLVD # 1	57,476	56,981	1%	495	101	5	1
3321 S OCEAN BLVD	215,338	199,545	8%	15,793	339	47	9
3407 S OCEAN BLVD	41,304	36,187	14%	5,117	44	116	23
3450 S OCEAN BLVD	45,825	35,876	28%	9,949	55	181	36
3505 S OCEAN BLVD	15,387	14,689	5%	698	26	27	5
3600 S OCEAN BLVD	148,535	142,470	4%	6,065	202	30	6
3700 S OCEAN BLVD 2000	71,980	92,295	-22%	(20,315)	143	(142)	(28)
3720 S OCEAN BLVD	67,375	78,421	-14%	(11,047)	118	(94)	(19)
3740 S OCEAN BLVD	92,212	95,895	-4%	(3,683)	159	(23)	(5)
3912 S OCEAN BLVD	167,044	132,740	26%	34,304	222	155	31
4505 S OCEAN BLVD	48,906	55,442	-12%	(6,536)	81	(81)	(16)
4510 S OCEAN BLVD	37,129	31,707	17%	5,423	42	129	26
4511 S OCEAN BLVD	38,097	54,138	-30%	(16,042)	81	(198)	(40)
4520 S OCEAN BLVD	34,901	30,077	16%	4,824	27	179	36
4600 S OCEAN BLVD	42,164	32,493	30%	9,672	45	215	43
4605 S OCEAN BLVD	36,760	29,470	25%	7,289	27	270	54
4740 S OCEAN BLVD SUMM	173,940	169,280	3%	4,660	238	20	4
4748 S OCEAN BLVD	102,328	76,706	33%	25,623	125	205	41
4750 S OCEAN BLVD	81,905	70,001	17%	11,904	116	103	21

File Attachments for Item:

A. Introduction to a proposed amendment to the Town Code of Ordinances regarding Accessory Marine Facilities.



TOWN OF HIGHLAND BEACH

AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting

MEETING DATE March 15, 2022

SUBMITTED BY: Ingrid Allen, Town Planner, Building Department

SUBJECT: Introduction to a proposed amendment to the Town Code of Ordinances regarding Accessory Marine Facilities.

SUMMARY:

Former Vice-Mayor, Greg Babij, is sponsoring an amendment to the Accessory Marine Facilities regulations found in Section 30-68(g) and (h) of the Town Code. This proposed amendment is further detailed in Mr. Babij's attached draft report (Attachment No. 1). Staff has prepared the following table which compares each proposed change with any current Town Code regulation that may apply:

Proposed amendment	Current Town Code regulation
1. Maximum height for accessory marine facilities at Base Flood Elevation (BFE) plus 7 feet.	Town Code is silent on maximum height for accessory marine facilities; however, the definition of "boat lift" requires that in no case shall the lift be higher than the superstructure of the boat when lifted (Sec. 30-131).
2. Exempt personal watercraft (PWC) lifts (as defined in Sec. 30-131) from the requirement that "in no case shall the lift be higher than the superstructure of the boat when lifted" or remove requirement from Town Code. <i>Note that given the low profile of such PWCs, compliance is problematic unless a variance is sought by Applicant.</i>	Boat Lift is defined as "the bottom of the keel of any boat shall not be hoisted greater than one foot above the minimum seawall elevation. In no case shall the lift be higher than the superstructure of the boat when lifted." (Sec. 30-131). Personal Watercraft lift (PWL) includes a mechanical/electrical device for lifting jet skis, canoes, kayaks or other small watercraft out of the water. (Sec. 30-131).

Proposed amendment	Current Town Code regulation
3. Maximum seawall cap width of 3 feet and maximum 8 foot width for seawall cap plus dock, as measured from the property line.	In waterways not regulated by the U.S. Army Corps of Engineers, docks and mooring structures shall not extend into any waterway more than five (5) feet. In waterways regulated by the U.S. Army Corps of Engineers, docks and mooring structures may extend to that distance allowed by said agency (Sec. 30-68(g)a. and b.). <i>Note that USACE regulates Intracoastal Waterway, canals and lakes in Town.</i>
4. Encroachment into water is 25 ft or 25% of waterway width (measured from the shortest distance adjacent to property line) whichever is less.	See No. 3 above.
5. 10 foot side setback for all zoning districts. For lots less than 100 feet in width, setback is 10% of width; however, setback cannot be less than 5 ft.	Single-family zoning districts: 25 foot side setback. For lots with a width of 50 feet or more but less than 70 feet, 15 foot side setback. For lots with less than fifty feet abutting the water, the planning board may grant a special exception for the installation of a seawall mounted davit type lifting device (but not a dock structure) after being satisfied as to the protection of neighboring property and no infringement of standard navigation practices. Multi-family Zoning districts are exempt from side setback (Sec. 30-68(g)(6)d.)
6. Require a ladder for every 50 feet of dock.	Town Code is silent on ladders.

Note that at the September 10, 2020 Planning Board meeting, staff provided, at the request of the Planning Board Chair, a discussion item that included other municipal piling height limits. Given the proposed amendment to the Town Code includes a maximum height for accessory marine facilities, the Commission may find the discussion memorandum helpful in the review and consideration of this introduction item (Attachment No. 2). Staff has also prepared a table that lists recent Town boat lift requests and their corresponding piling height and extension into the waterway (Attachment No. 3). The table also compares the applicable extension requirements for both the Cities of Pompano Beach and Boca Raton.

The proposed amendment was reviewed by Applied Technology & Management, Inc. (ATM), a coastal and marine engineering consultant who has a Professional Services Agreement with the Town. A report was provided by Dr. Michael G. Jenkins, ATM's Coastal Engineering Principal (Attachment No. 4). Dr. Jenkins indicates under item No. 1 of his report, that the Town's requirement that all accessory marine facilities receive Planning Board approval (Sec. 30-68(g)) is not a common requirement and that Board approval is typically reserved for sites with special and unique circumstances. Note that Section 30-46 of the Town Code currently requires public notice for Planning Board hearings. Although not included in Mr. Babij's

proposed amendment, the Town Commission should be mindful that if Commission consideration is given to reserving Planning Board approval only for those sites with special and unique circumstances, public notice provisions and public comment would only then apply to such special and unique sites. Those accessory marine facility requests that are not special and unique sites would be administratively approved by staff so long as they are consistent with Town Code regulations.

For reference purposes, attached are the current regulations applicable to accessory marine facilities found in Section 30-68 (g) and (h) of the Town Code (Attachment No. 5).

FISCAL IMPACT:

N/A

ATTACHMENTS:

Attachment No. 1 – Draft report from Greg Babij

Attachment No. 2 - Planning Board discussion memorandum – September 10, 2020

Attachment No. 3 - Recent Town boat lift requests table

Attachment No. 4 - ATM report

Attachment No. 5 - Section 30-68 (g) and (h) Town Code of Ordinances

Ordinance Process flowchart

RECOMMENDATION:

At the discretion of the Commission.

ATTACHMENT NO. 1

DRAFT Proposed Revisions to Marine Accessory Ordinances

Abstract:

The existing marine accessory ordinances lack some detail and it is recommended they are enhanced to provide clarity on topics that have been a source of ambiguity and contention. Items like maximum allowable height of marine accessories, ambiguity around jetski lifts vs. boat lifts, and the process of dealing with marine accessories in where there is a discontinuity in the waterway (i.e corner lots, end of canals) have all been points of contention between residents and the Building Department, due to lack of detail.

Additionally, this is an opportune time to consider revising certain other components of the current ordinances to address anticipated future conflicts or in some cases better conform with code used by surrounding towns.

While reviewing the recommended changes, it may be beneficial to envision the concept of a 3-dimensional box that sits on the rear property line of any waterfront lot. Marine accessories must completely fit within the box to be permissible. Otherwise, they would be required to go through the process of obtaining a variance.

Summary of Recommendations

1) Define a Maximum Allowable Height of Marine Accessories:

Recommended Maximum Height: Base Flood Elevation plus 7 feet.

There have been multiple debates around what is an acceptable height of boat lifts. The current codes only state that a boat lift shall not be higher than the superstructure of the boat when lifted, but is silent on how high up in the air the combined boat lift and boat can be. This leaves open the potential for installing boatlifts on top of excessively high pilings, as long as the boat lift is fully retracted so the boat will be higher than the lift itself.

It is recommended that the “height” of the 3 dimensional box behind any waterfront property be Base Flood Elevation plus 7 feet. Referencing Base Flood Elevation allows the ordinance to be dynamic with sea level rise, as it is a reference datum that has been occasionally revised higher by the US Government in conjunction with the sea level. Pilings, and also the boat lift components must not be higher than this recommended maximum allowable height.

2) Amend existing language related to Jetski (Personal Watercraft) Lifts

The current codes are excessively onerous for jetski lifts, relative to boat lifts. As Section 30-131 is written, the bottom of the keel of any boat shall not be hoisted greater than one foot above the minimum seawall elevation, and in no case shall the lift be higher than the superstructure of the boat when lifted.

Because of the low vertical profile of a jetski (3 feet) relative to the vertical profile of a boat lift (7 feet), a boat lift can be installed to hold a boat, but the very same boat lift would not be permissible if it is used to instead lift a jetski.

It is recommended the current code be amended by either by removing the section that states *in no case shall the lift be higher than the superstructure of the boat when lifted*, or simply exempt jet skis (personal watercraft) from this code.

**3) Define a maximum width of a seawall cap and also a maximum width of a dock out into the water.
Recommended maximum new seawall cap width of 3 feet as measured from the property line
Recommended maximum dock plus seawall cap width of 8 feet as measured from the property line**

As properties are redeveloped and seawalls are replaced, there exists the potential for residents to look to “extend” their effective usable property out into the water by building a new seawall outside of the existing seawall. There is also the potential for properties to get extended by pouring excessively wide seawall caps on top of new seawalls and building excessively wide docks.

By limiting the maximum seawall cap width from the property line, and also the maximum distance the seawall cap plus dock can extend from the property line, the risk of one property owner effectively creating their own peninsula is minimized.

It is recommended that the waterside edge of any new seawall cap be limited to 3 feet from the property line, whether it is on top of a new wall, or is a cap raise on top of an existing wall.

Additionally, it is recommended that any new dock built is limited to a maximum distance of 8 feet out into the water as measured from the property line. This would allow for the outer edge of neighboring docks to all be limited to the same distance from the property line regardless of seawall cap size. For example, if a property has a 2 foot wide seawall cap, then that property would be allowed to have a 6 foot wide dock, and meet the maximum combined width of 8 feet. While if a neighboring property has a 3 foot wide seawall cap, they would be limited to a dock width of 5 feet.

Lastly it is recommended that language be added into the code to limit the installation of no more than 1 new seawall outside of the original property seawall that abuts the property line. This eliminates the risk that new seawalls are repeatedly installed on the waters edge side of existing seawalls, which would effectively create a man-made peninsula.

**4) Define a Maximum Distance that Marine Accessories can Extend into the Water
Recommended Maximum Distance: The lesser of 25 feet from the property line or 25% of the waterway width.**

This recommendation can be thought of as the perpendicular edge of the 3 dimensional box, as measured from the property line straight out into the water.

The town codes [Sec. 30-68(g)(6)a and b] simply defer to the Army Core of Engineers for approval of distance into water. It is recommended that the maximum distance be limited to the lesser of 25 feet or

25% of the width of the canal or waterway. Additionally, this distance will be measured from the shortest distance between the two properties in question.

This maximum distance of 25 feet is not an arbitrary value. It was chosen to allow residents to mix and match combinations of seawall cap widths, dock widths and boat lift widths of reasonable size without having to obtain a variance.

The chart below shows the various widths of boatlifts ranging from small boats to very large boats. For illustration, a typical 40 ft powerboat may weigh 30,000 to 40,000 lbs., and that lift is 16 ft wide (center to center) which is 17 ft wide when measured to the outsides of all pilings.

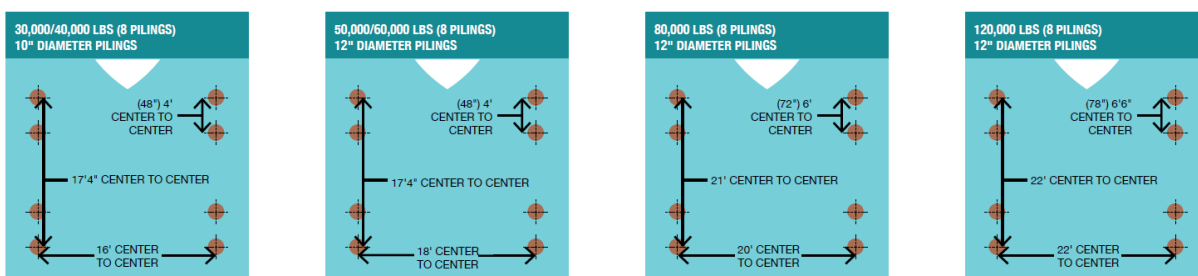
This very standard lift size could be installed at any home that has also conformed to the recommended seawall cap and dock widths, and stay at the 25 ft maximum distance:
3 ft seawall cap + 5 foot dock + 17 foot boatlift = 25 ft.

On the larger end of the spectrum, a 120,000 lb boatlift could hold about the largest size boat an owner would probably want to be able to lift behind a residential property. That boatlift is 22 ft wide center to center, which would be 23 feet wide to the outsides of the pilings. This “mega lift” could still fit in a back yard, but it would have to be right up against a seawall cap, as there is no room for a dock. Early seawall caps were 2 feet wide, and newer caps are 2.5 feet to 3 feet wide. Also note this lift could be installed at a property that has a 3 foot new cap, by notching out 1 foot where the inside pilings are installed. And again this is an extreme outlier example.

A much more typical boat lift for very large boats would be a 50,000 or 60,000 or even possibly an 80,000 lb. lift and the widths there easily stay within the maximum 25 foot threshold with a 3 foot wide seawall cap.

I am not sure Highland Beach has ever had a request to install an 80,000 or 120,000 lb. boatlift, as those are a very rare size.

Piling Setting Dimensions for Yacht Lifts



5) Amend Side setbacks to utilize a smoothed definition instead of the complicated step function definition. Additionally apply the new definition to all property types.

The current town codes utilize a step function where the side setbacks jump at discrete intervals. For example, if a single family zoned property is 71 feet wide, the side setbacks are 25 feet on each side. Comparatively, if a single family zoned property is 69 feet wide, the side setbacks are 15 feet on each

side. Additionally, there exists a different set of side setbacks for single family zoning vs multi-family zoning. Multi-family zoning has a zero foot setback.

It is recommended that the side setbacks be a smoothed function and are less for smaller properties so as to enhance the ability to utilize the water frontage. It is also recommended that the same set of rules apply to all properties equally, regardless of zoning.

Recommendations for Side setbacks:

-For properties with waterline length of 100 feet or more: 10 foot side setback on either side. This setback matches surrounding towns such as Boca Raton, Hillsboro Beach, and Ocean Ridge.

-For properties with waterline length of less than 100 feet: the side setbacks are proposed to be 10% of property waterline length on either side, with a minimum setback of 5 feet, on either side.

Utilizing this framework, a 71 foot wide property would have side setbacks of 7.1 feet, and a 69 foot property would have side setbacks of 6.9 feet.

Lastly, it is recommended that the current code clarify that with measurements will be made based on the assumption that a lot line is extended beyond said property line on a line perpendicular to the seawall or bulkhead. This clarification will provide clarity when measurements are being made with properties that have lot lines that are not perpendicular to the seawall, such as pie shaped lots.

6) Require a Ladder for every 50 feet of dock.

This is simply a requirement in most surrounding towns and our code is silent.

7) Strengthen existing language on the approval process of marine accessories in areas where there is a discontinuity in the waterway by acknowledging that they are a “special case” and external expertise will be utilized.

The majority of conflicts are associated with areas where there is a discontinuity in the waterway such as an abrupt restriction in the waterway width, end of canals, or corner lots or lots that extend into a waterway. The current code is a bit nebulous around these more complicated properties, and in some cases boatlifts have previously been installed in locations where one property owner is inadvertently restricting or blocking an adjacent property owner of the ability to also install a boatlift.

This situation was discussed extensively with the Marine Consultant, and in his expert opinion, no code can be written to address every possible potential scenario within the town. His recommend course of action is to treat any property that has a small water frontage (perhaps less than 50 feet) or that has a discontinuity in the waterway as “a special case.” In these special cases, the standard procedure will be to consult with a marine expert who will make recommendations to the planning board on locations and maximum permissible sizes of marine accessories, with the intention of making sure all surrounding property owners are not having their ability to also utilize the waterway restricted. The code already allows for outside experts for review of development approval requests via Sec. 30-12. The recommended code change is simply to clarify to all parties that a consultation with a marine consultant along with a consultant recommendation to the planning board will be part of the approval process in these special cases.

The planning board can then decide what will be permitted. If a resident disagrees with the planning board's approval, and feels that their access is being restricted as a result of a marine accessory installation, they can seek remedy through the court system.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Virtual Planning Board Meeting

MEETING DATE 9/10/2020

SUBMITTED BY: Ingrid Allen, Town Planner, Building Department

SUBJECT: Discussion on piling height limits and Town Code deficiencies pertaining to accessory marine facilities.

BACKGROUND:

On August 15, 2020, Planning Board Chairperson, David Axelrod, made the following two inquiries to Town staff:

1. Whether other local municipal codes provide height limits on pilings; and
2. Whether there are any other deficiencies in the Town Code as it pertains to accessory marine facilities.

Staff was directed by Town Manager, Marshall Labadie, to proceed with preliminary research on these inquiries.

SUMMARY:

Height limits on pilings:

The Town of Highland Beach's Code of Ordinances does not provide height limits for boat lift pilings. Upon staff review of the municipal codes for Boca Raton, Delray Beach, Manalapan, North Palm Beach and Ocean Ridge, no provisions for lift piling height were found. The municipal codes of Sanibel and Cape Coral both provide height provisions for mooring pilings as provided in Table 1 below (Note that Cape Coral also provides a maximum elevation provision for "pilings"). Jupiter Island's municipal code states for pilings supporting a dock or used in conjunction therewith shall not be higher than eight feet above mean high water. Moreover, Jupiter Island provides hoisting and daviting provisions for boats as follows:

Section 3.07F.(b) No boat shall be hoisted or davited to such a height that the top of the main superstructure, but not including masts, antennas, outriggers or other attachments to said boat, shall be more than eight feet above mean high water, and no boat exceeding 31 feet in overall length shall be hoisted or davited from the water and supported by a dock, unless approved by the impact review committee using the standards set forth in article X, division II, section 2.04 (see Attachment No. 1)

The municipal code for Lighthouse Point contains provisions for the number of individual pilings which may be installed adjacent to any property as provided in Table 2 below.

TABLE 1

MUNICIPALITY	PILING HEIGHT PROVISION	NOTES
Sanibel	Height of mooring pilings, maximum ten feet above mean high water (Sec. 126-886).	"Mooring Piling" is not defined in Sanibel's Municipal Code.
Cape Coral	Mooring Pilings shall not be higher than eight feet above mean high water (Section 5.4.5.).	"Mooring Piling" is not defined in Cape Coral's Municipal Code.
	The elevation of pilings shall not exceed 10 feet above the seawall cap or, if no seawall exists, 13 feet above mean water level (Section 5.4.2.).	
Jupiter Island	Pilings supporting a dock or used in conjunction therewith shall not be higher than eight feet above mean high water (Section 3.07C1.b.)	

TABLE 2

LIGHTHOUSE POINT: Section 42-380(d)(1) The number of individual pilings which may be installed adjacent to any property shall be as follows:

Properties With Eight (8) Foot Side Setbacks		Properties With Seven and One-Half (7½) Foot Side Setbacks	
Linear Feet of Frontage Along Water	Maximum # of Pilings Allowed	Linear Feet of Frontage Along Water	Maximum # of Pilings Allowed
0—60	0	0—60	0
Over 60—136	2	Over 60—135	2
Over 136—176	3	Over 135—175	3
Over 176 +	4	Over 175 +	4

Deficiencies:

Section 30-68 (g)(6)d.2. of the Town Code provides for a contradictory provision regarding the side yard setback requirement for accessory marine facilities in multifamily zoning districts. This section currently reads as follows:

Multifamily zoning districts: Five (5) feet, measured from the perimeter property lines. In multifamily residential zoning districts, marine facilities shall be exempt from side yard setback requirements for all interior lot lines.

Initially, the provision states that a five (5) foot setback is applicable; however, the second sentence exempts multifamily residential zoning districts from the side yard setback requirement. While this conflicting text could be addressed independently from the other accessory marine facility regulations, staff suggests that a marine consultant be retained to holistically assess the current Town Code regulations pertaining to accessory marine facilities and determine deficiencies. Marine consultant considerations could include whether provisions for lift piling height or hoisting of boats, along with corresponding definitions, should be incorporated into the Town Code.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Attachment No. 1 – Jupiter Island standards for impact review.

RECOMMENDATION:

Board discussion.

Sec. 2.04. - Standards for impact review of hoisted boats in excess of 31 feet in length or in excess of eight feet in height above mean high water.

The decision-maker shall approve an application for a hoisted boat that exceeds the maximum length and/or height if the applicant demonstrates that:

- A. The proposed hoisted boat will not adversely affect the public interest; and
- B. The proposed hoisted boat is consistent with the surrounding neighborhood character; and
- C. The visibility of the proposed hoisted boat from public rights-of-way and adjacent properties is minimized in a manner that is consistent with the surrounding neighborhood character; and
- D. The landscape buffer along the side property lines minimizes the visibility of the proposed hoisted boat; and
- E. The proposed hoisted boat will not cause substantial injury to the value of any other property in the neighborhood where it is to be located; and
- F. The proposed hoisted boat will be compatible with adjoining properties and the intended purpose of the district in which it is to be located; and
- G. The proposed hoisted boat will not result in an obvious departure from the aesthetic character of the neighborhood; and
- H. The proposed hoisted boat is situated in a manner that does not materially obstruct the waterfront views from neighboring property; and
- I. The proposed hoisted boat will be associated with a dock which is conforming to all town regulations; and
- J. The proposed hoisted boat does not exceed 41 feet in length or contain more than two levels.

(Ord. No. 342, § 2, 9-17-13)

ATTACHMENT NO. 3

BOAT LIFTS REQUESTS

ADDRESS	# OF PILINGS	HEIGHT OF PILING/TOP OF LIFT BEAM ¹	LIFT EXTENDS INTO WATERWAY (FROM PL)	POMPANO BCH REGULATIONS FOR EXTENDING INTO WATERWAY (FT) ²	BOCA RATON REGULATIONS FOR EXTENDING INTO WATERWAY (FT) ³	NOTES
2021						
4205 Intracoastal Dr <i>APPROVED</i>	8	5'/6'6"	25'	20 (Approx. 145 ft width of waterway)	20	
4408 Intracoastal Dr <i>APPROVED</i>	0	0/6'6"	18'	18.6 (Approx. 93 ft width of waterway)	20	
4206 Intracoastal Dr <i>APPROVED</i>	4	5'/6'6"	18.5'	20 (Approx. 100 ft width of waterway)	20	
1118 Bel Air Dr <i>APPROVED</i>	0	0/7'8"	16	20(Approx. 155 ft width of waterway)	20	
2020						
1006 Grand Ct <i>DENIED</i>	10	7'/8'6"	18'6"	20 (Approx. 150 ft width of waterway)	20	
4318 S Ocean Blvd <i>APPROVED</i>	0	0/7'3"	20'	20 (Approx. 100 ft width of waterway)	20	
2019						
2727 S. Ocean Blvd (slip 5A and 5B) <i>APPROVED</i>	4	Not provided on plans	33'9" (SEE NOTES)	20 (Approx. 316 ft width across ICW)	20	Extension into waterway was measured from seawall. Note that property line is west of seawall, in the water.
4014 S. Ocean Blvd <i>APPROVED</i>	4	Not provided on plans	21'6" (SEE NOTES)	20 (Approx. 337 ft width across ICW to dock)	20	Extension into waterway was measured from dock. Note that property line is west of dock, in the water.

¹Measured from the dock.

²Pompano Beach allows lift to extend to a distance **20%** of the width of the waterway or 20 feet, whichever is less.

³Boca Raton allows lift to extend to a distance **25%** of the width of the waterway or 20 feet, whichever is less. For portions of a boat lift constructed beyond 20 percent of the width of the canal, only wood pilings may be utilized and no part of a boat lift structure shall extend beyond the face of the wood pilings nearest the canal center.

PL – Property Line

FT – Feet

Note: Neither Pompano Beach nor Boca Raton code regulations provide for _____ m piling height.

ATTACHMENT NO. 4



2/11/22

Ingrid Allen
Town Planner
Town of Highland Beach
3614 S. Ocean Boulevard
Highland Beach, FL 33487

**Re: Accessory Marine Facility Code Amendments Relative to Boat Lifts
 Town of Highland Beach**

Ms. Allen,

This correspondence is provided as additional discussion and opinion regarding changes to Town of Highland Beach code relative to 'Accessory Marine Structures' and specifically boat lifts as defined within sec. 30-68 of municipal code. Items are discussed relative to potential changes to specific requirements of the current code.

1. Requirement for Accessory Marine Facilities to receive Planning Board approval

The requirement that all accessory marine facilities receive planning board approval (ref. Sec. 30-68 Supplemental district regulations (g)(3)) is not a common requirement within coastal communities. Boat lifts are generally allowed with restrictions without planning board approval. Board approval is typically reserved for sites with special and unique circumstance (see item 6. below) or for variance requests from the standard provisions defined in code. The requirements for lift installation are generally defined by code in terms of limitations to the location (setback) and overall size of the structure. These limitations meet the intent to minimize impacts to adjacent properties, allow for safe navigation and minimize impacts to view.

2. Requirement of setbacks for all zoning districts

Requirements for minimum setbacks for all zoning districts are a standard practice and are a key provision to meet the intent to minimize impacts to adjacent properties, allow for safe navigation and minimize visual impacts. The zero-foot setback for multi-family zoning within the Town's current code is anomalous and does not provide a sufficient setback to meet the intent. Required minimum setbacks for boatlifts and docks vary considerably by jurisdiction. The nominal width of lots within a municipality are generally relevant to this provision. Areas with larger lots tend to have larger setback requirements, while areas with smaller lots have lesser setback requirements to allow for reasonable use.

3. Limits to waterway encroachment

Limitations to the distance structures can encroach into a waterway are a standard practice and meet the intent to allow for safe navigation and minimize impacts to adjacent properties and views. Encroachment maximum distances on the order of 25 feet (relative to the waterway edge) are fairly common, though additional restrictions for narrow waterways are also common practice. In general, a fifty-foot effective fairway width is a common design standard for residential canals.

4. Limitations to pile maximum height

Limitations to maximum pile height is not a common practice but does meet the intent to minimize impacts to view. This approach also addresses a related issue relative to overall vessel size. Limitations to pile height restrict the ability to lift vessels beyond a certain size which addressed both issues of view and waterway navigability. In terms of maximum height, it should be defined relative to a fixed vertical datum. Pile heights generally on the order of 12 feet (NAVD 88) (which equates to something on the order of 8 feet above dock height) meet the lifting requirements for most vessels.

5. Limits to seawall cap and dock width

Limitations to Seawall cap and dock total width meets the intent to limit impacts to adjacent properties, waterway navigability and view. A total width of 8 feet (inclusive of the seawall cap and dock) is consistent with general practice.

6. Special and unique circumstances - Sewall discontinuities and corner lots

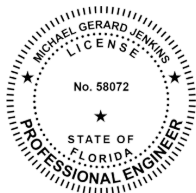
Regulation of boat lifts through minimum setbacks, size and height limitations are generally sufficient to meet the intent to minimize impacts to adjacent properties, allow for safe navigation and minimize impacts to view for waterways that are generally uniform in dimension adjacent to the regulated property. The majority of conflicts are associated with areas where there is a discontinuity in the waterway such as an abrupt restriction in the waterway width, corner lots or lots that extend into a waterway. Application of uniform code provisions to address these areas are problematic as each circumstance is unique and requires consideration of the specific current and intended use and access to the waterway. These issues are further complicated by the range of boat types, sizes and performance characteristics which may be germane to both the use and potential for impact to adjacent properties. Such instances likely warrant further consideration by the Planning Board.

Sincerely,

Applied Technology & Management, Inc.



Michael G. Jenkins, Ph.D., P.E.
Coastal Engineering Principal



Michael
G Jenkins

Digitally signed by
Michael G Jenkins
Date: 2022.02.24
09:00:36 -05'00'

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

ATTACHMENT NO. 5

→ Sec. 30-68. - Supplemental district regulations.

(g) *Accessory marine facilities:*

- (1) *Accessory use.* Accessory marine facilities, including docks, piers, launching facilities, boat basins, freestanding pilings and lifting and mooring devices, are permitted as accessory uses in all residential zoning districts. Accessory marine facilities shall be reviewed as special exceptions by the planning board which shall be the final authority on all applications unless the accessory marine facility is part of a site plan submittal or other application requiring town commission approval as provided for in section 30-36.
 - a. Accessory marine facilities shall not be used for commercial purposes.
 - b. Accessory marine facilities shall be used only by residents or their guests, and shall not be rented or leased to nonresidents or any other person other than owners or residents of the principal dwelling or dwellings. For the purpose of this section, the term guest shall mean a person or persons residing in a dwelling unit for a limited period of time, not to exceed a period of sixty (60) days within one calendar year, at the invitation of the owner or resident of the dwelling.
 - c. Accessory marine facilities shall not be a hazard to navigation.
- (2) *Boat basins.* Boat basins are allowed in all zoning districts and reviewed by a special exception, subject to the additional standards listed below:
 - a. The edge of any improvements associated with a boat basin shall be located at least twenty-five (25) feet from side property lines.
 - b. The total length of improvements associated with a boat basin shall not exceed one-third (33.3%) of the length of the property line in which the basin is located.
 - c. Not more than twenty-five (25) percent of any boat moored in a boat basin may extend waterward of property line in which the basin is located.
 - d. The town, at the expense of the applicant, may utilize appropriate marine, engineering, construction, and related professionals to review all aspects of such application. Such professionals shall be utilized to ensure compliance with the requirements herein, to ensure a proposed basin will not be a hazard to navigation, and to ensure a proposed boat basin will not pose a potential hazard, via erosion or other action, to the stability of neighboring properties.
- (3) *Lifting devices.* The installation of lifting devices or other means of securing boats (but not a boat dock) is allowed in all zoning districts. In addition to the requirements for a special exception, the planning board must also find that the lifting device will provide adequate protection of neighboring property and that there is no infringement of standard navigational practices.
- (4) *Boats and setbacks.* When moored, any portion of a boat shall not extend beyond any property line, as extended waterward.
- (5) *Enclosures.* Accessory marine facilities shall not be enclosed with walls, roofs, or any other structures or improvements.
- (6) *Installation.* Accessory marine facilities shall comply with the installation standards listed below:
 - a. In waterways not regulated by the U.S. Army Corps of Engineers, docks and mooring structures shall not extend into any waterway more than five (5) feet.
 - b. In waterways regulated by the U.S. Army Corps of Engineers, docks and mooring structures may extend to that distance allowed by said agency.

- c. Measurement of the width or length of a dock, as applicable, shall be made from the property line.
 - d. Marine facilities shall comply with the side yard setbacks listed below.
 - 1. *Single-family zoning districts:* Twenty-five (25) feet; provided, however, the side yard setback shall be fifteen (15) feet for any single-family lot with a lot width of fifty (50) feet or more but less than seventy (70) feet. For those lots with less than fifty (50) feet abutting the water, the planning board may grant a special exception for the installation of a seawall mounted davit type lifting device (but not a dock structure) after being satisfied as to the protection of neighboring property and no infringement of standard navigation practices.
 - 2. *Multifamily zoning districts:* Five (5) feet, measured from the perimeter property lines. In multifamily residential zoning districts, marine facilities shall be exempt from side yard setback requirements for all interior lot lines.
- (7) *Perpendicular docking.* Unless otherwise provided herein, boats shall not be moored or docked perpendicular to the property at which they are located.
- a. A boat moored at the landward end of a canal constructed for boat docking purposes may be moored perpendicular to the property line, provided such mooring does not impede the navigation of adjacent property owners.
 - b. A boat moored in the Intracoastal Waterway may be moored perpendicular to the property line, subject to approval by the U.S. Army Corps of Engineers.
 - c. A request for perpendicular docking of a boat in a canal shall be considered as a special exception by the planning board. Applications for development order approval of perpendicular docking of boats shall be subject to all standards applicable to a special exception request, and the additional criteria contained herein:
 - 1. Location of docks, docked boats, and relation to side setbacks shall be established by the waterward extension of property lines.
 - 2. Perpendicular docking of boats shall not interfere with navigation of other boats within the affected canal, and will not be a hazard to navigation.
 - 3. Perpendicular docking of boats shall comply with all setbacks required for accessory marine facilities.
 - 4. Docks or accessory mooring facilities approved by the planning board for perpendicular docking of boats may exceed the maximum extension into a waterway allowed for accessory marine facilities.
 - 5. The building official or planning board may request evidence, prepared by a recognized marine expert, demonstrating the following:
 - i. Proposed perpendicular docking and related accessory marine facilities will not reasonably deny or otherwise limit the ability of abutting or adjacent property owners to construct accessory marine facilities;
 - ii. Proposed perpendicular docking and related accessory marine facilities will not reasonably deny or otherwise limit the normal ability of abutting or adjacent property owners to moor, maneuver, use or otherwise move a boat; and
 - iii. Proposed perpendicular docking and related accessory marine facilities will not deny reasonable visual access of abutting property owners to public waterways.

- (h) *Dolphins, freestanding pilings, boat lifts, docks, and moorings:*
- (1) *Installation.* In order to be installed, dolphins, freestanding pilings, boat lifts, docks, and moorings (collectively "mooring facilities") shall comply with all standards listed below:
- a. The installation shall be subject to special exception approval by the planning board at an advertised public hearing.
 - b. The mooring facilities will be located in a canal or waterway at least eighty (80) feet in width.
 - c. The mooring facilities will not create a hazardous interference with navigation, endanger life or property, or deny the public reasonable visual access to public waterways.
 - d. Construction of all mooring facilities shall require a building permit.
- (2) *Public notice.* In addition to the requirements of section 30-46, written notice must be provided by first class mail to owners of property abutting the canal and located within five hundred (500) feet, as measured from both property lines along the canal bank, of the property in question.
- (3) *Documentation.* The building official or planning board may request evidence, prepared by a recognized marine expert, demonstrating the proposed mooring facilities will not be a hazard to navigation and will not deny reasonable visual access to public waterways.
- (4) *Adjacent property.* Installation of the mooring facilities shall not cause a hazardous interference with navigation, endanger life or property, or deny the adjacent property owners or public reasonable visual access to the public waterway.
- (5) *Navigation.* Installation of such mooring facilities shall not infringe upon standard navigational practices that are or may be used by abutting property owners.
- (6) *Floating docks.* Floating docks are permitted, subject to conformance with all zoning code requirements herein and compliance with all applicable building codes.

→ Sec. 30-131. - Definitions of terms.

Boat lifts means the bottom of the keel of any boat shall not be hoisted greater than one foot above the minimum seawall elevation. In no case shall the lift be higher than the superstructure of the boat when lifted.

Note that Section 30-131 has several accessory marine facility-related definitions including "dock, residential," "dolphin pilings," etc.

ORDINANCE INITIATION

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

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

INTRODUCTION TOWN COMMISSION

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

Staff/Legal Team
Research & Draft
Ordinance

ADVISORY BOARD(S)

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

TOWN COMMISSION -- 1st READING

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

TOWN COMMISSION -- 2nd READING/PUBLIC HEARING

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

TOWN STAFF -- ADOPTION & IMPLEMENTATION

File Attachments for Item:

B. March 2022 Referendum – Lessons Learned. Vice Mayor Moore

Meeting Date: 3/15/2022
Submitted by: Natasha Moore, Vice Mayor – Commissioner
Subject: March 2022 Referendum – Lessons Learned

Summary:

Review the March 2022 Referendum experience with the goal of improving future referendums. This is relevant for our fourth strategic initiative... Develop a Communication Plan (that includes a targeted community engagement process).

Recommendation:

Discuss what went well.

Discuss what can be improved.

Review the results of the vote statistics.

Draft a list of action items that can be used to improve the referendum experience in Highland Beach.

Re: Lack of harmonyJeffrey <jeffreyfl@gmail.com>

Tue 3/8/2022 2:06 PM

To: Natasha Moore <nmoore@highlandbeach.us>

Natasha, Since the Referendum Fiasco of a few years ago, I have been hoping to get charter revisions in place that will to some extent require commissions to investigate what the public wants. To date, most of our commissioners only think they know what the public wants or worse they think they know what's best for the public.

This is now the second time around that has caused unnecessary stress for some of our residents and our commissioners. All over our first-world issues.

I really don't want to do this dance again in another five, ten or fifteen years.

Jeffrey

On Tue, Mar 8, 2022 at 8:36 AM Natasha Moore <nmoore@highlandbeach.us> wrote:

Also, I did submit an agenda item for the 3/15 town commission meeting to discuss lessons learned from the most recent referendum. I'll include your email in the discussion.

Thanks,
Natasha

From: Natasha Moore <nmoore@highlandbeach.us>

Sent: Tuesday, March 8, 2022 8:32 AM

To: Jeffrey <jeffreyfl@gmail.com>

Subject: Re: Lack of harmony

Thank you for your input, Jeffrey.

Thanks,
Natasha

From: Jeffrey <jeffreyfl@gmail.com>

Sent: Monday, March 7, 2022 10:06 PM

To: Doug hillman <dchillman@aol.com>; Natasha Moore <nmoore@highlandbeach.us>; Evalyn David <edavid@highlandbeach.us>; Peggy Gossett-Seidman <pseidman@highlandbeach.us>; John Shoemaker <jshoemaker@highlandbeach.us>

Cc: Marshall Labadie <mlabadie@highlandbeach.us>

Subject: Lack of harmony

Mayor, Vice Mayor, Commissioners,

It was brought to my attention that our Commission may choose to blame John Ross and his supporters for the lack of harmony in our town over the Referendum Questions.

I find it ironic that the past commission which proposed the \$54,000,000.00 Referendum also blamed John Ross for agitating the electors against the commission. I remember Mayor Rhoda telling me that everyone loved the Referendum, except for the trouble maker, John Ross.

Regardless of the outcome of the vote, I hope our Commission will recognize that you made the same mistake that the past commission made. You did not discuss the potential referendum questions with a significant number of electors prior to placing questions on a ballot.

In our unwatched commission meetings, you fulfilled all the legal requirements and you may have mailed out a letter or two. You then chose to take the lack of response from the public as support for your position.

Having fulfilled the legal requirements, you set up this Referendum with the knowledge you had or should have had that almost no one in our town had a clue that you were actually going to put these questions on a ballot.

What is sad is that this Commission did not learn from the past Referendum Fiasco. Several of you even campaigned against that Referendum.

Sincerely,
Jeffrey Kleiman
3907 S Ocean Blvd.

Loss of Referendum

David Axelrod <dzaxelrod@gmail.com>

Tue 3/8/2022 10:56 PM

To: Douglas Hillman <dhillman@highlandbeach.us>; Peggy Gossett-Seidman <pseidman@highlandbeach.us>; Evalyn David <edavid@highlandbeach.us>; Natasha Moore <nmoore@highlandbeach.us>; John Shoemaker <jshoemaker@highlandbeach.us>

I ask myself as I see the results of the referendum, what would have happened if like other changes in the code the planning board had been asked to review the changes suggested by Barry Donaldson and his committee. Maybe the problems would have been noted prior and possibly changes could have been made. A good example would be number two, where if a stop gap would have been included such as is in the Florida code that if any amount required a bond issue or tax increase a referendum would be required. There are other changes that would have helped, but I will not bore you with them. Now you are considering Mr Donaldson for the planning board. He used it once then jumped to an appointed position on the Commission, where he tried to push through Ocean Walk, something that 90 percent of the town voted down. Now he attempts to put through his referendums (yes I know other were on the committee, however again defeated by 60/40. I also believe that he lost his attempt to be elected to commission.

I agree with the Commission that Mr. Donaldson is an intelligent and knowledgeable person, however his view of our town is not a popular one. I vetted Mr Donaldson for the planning board several months ago, and at his interview he claimed I bad mouthed him. The only question I asked in that vetting was to answer questions left unanswered after Ocean Walk. I know this Commission is not the one of the past, however I have concerns regarding how this referendum was handled and some of it has to do with how it was presented by the chairman of the committee.

As to John's remarks about Jack Halpern. Is he a protege of John Ross. I can't answer that. Will he replace John when John leaves. I doubt he has the depth of knowledge that John showed. Is he a bit of a hot head at times. Yes. But what is wrong with having some loyal opposition. John Ross and I have had many arguments regarding the town yet we attend the same wine tasting group and have gone out for dinner.

So in finishing, although I am off the planning board, please use them. It is not only a board to approve boat docks and lifts. In the past it was instrumental in setting up the construction rules, looked at many other code changes and please choose correctly next week for the member of the planning board and don't be committed by promises to certain candidates.

Thank you for your time
David Axelrod MD

Root Causes

Jeffrey <jeffreyfl@gmail.com>

Wed 3/9/2022 10:14 AM

To: Doug hillman <dchillman@aol.com>; Natasha Moore <nmoore@highlandbeach.us>; Peggy Gossett-Seidman <pseidman@highlandbeach.us>; Evalyn David <edavid@highlandbeach.us>; John Shoemaker <jshoemaker@highlandbeach.us>

Cc: Marshall Labadie <mlabadie@highlandbeach.us>

Mayor, Vice Mayor, Commissioners,

This Commission should address the root causes of the March 2022 Referendum Debacle. Let's not repeat our mistakes.

Our Commission kicked off this referendum with the lack of charter rules on selecting a Charter Review Committee. The Charter Review Committee wound up being a tool of the Commission rather than an arm of the electors.

Then, there was the election to the Charter Review Committee of that Barry guy who was one of the architects of the \$45 million Referendum Fiasco. I believe Barry was picked to deliver what one or two Commissioners wanted. It is concerning that Barry has now been instrumental in two Referendum Fiascos.

Three out of the five referendum questions that our Commission's puppet charter review committee came up with had to do with empowering our Commission.

One question had to do with lessening the responsibility of the Commission.

Finally, one question I had to do with empowering the people. Did you notice that question #1 got almost 100% support? Perhaps a charter review committee that was an arm of the electors would've come up with more suggested charter revisions like question #1.

Next, there was the language used in the questions.

For example, Question # 2 was at best, poorly written, at worse, deceptive.

Did our Commission think that our electors would not demand to know how much 5% was in dollars? I know you were short of space, but really!

At some point, it will become clear what our Commission's overwhelming desire was to get question #2 passed. My guess is that we will be coming up short several million dollars for the startup of the fire department.

Lastly, there is the issue of the Commission's "educational campaign."

Our Commission mailed no less than seven individual letters to voters at US postal service postage rates. These letters were drafted by a paid outside advertising company.

This debacle cost the taxpayers about **\$100,000.00**.

Was it proper to spend \$100,000.00 on an attempt to "educate" the electors? Let's call it what it was; you waged an advertising campaign. I applaud our Commissioners who disagreed with this scheme. We need to change the 3 to 2 commission vote

certain items to a supermajority of 4 to 1.

Lastly, it was unprofessional for a couple of our Commissioners to speak poorly of one of our town's leading Citizens, John Ross. This Commission should give John a Good Citizenship Award for his unwavering support of the residents of Highland Beach.

Jeffrey Kleiman
3907 South Ocean Blvd.

File Attachments for Item:

C. Mission and Vision Statements for Strategic Plan - Vice Mayor Moore

Meeting Date: 3/15/2022
Submitted by: Natasha Moore, Vice Mayor – Commissioner
Subject: Mission and Vision Statements for Strategic Plan

Summary:

The current mission and vision statements in our strategic plan are...

MISSION: Maintain and improve the focus of Highland Beach as premier beachside residential community providing excellence in government and services to protect our “unique sense of place”.

VISION: A residential community striving to provide the highest quality of living standards for present and future residents.

Recommendation:

Review the mission and vision statement in our Strategic Plan. Discuss if any changes are necessary.

File Attachments for Item:

D. Approve and authorize the Mayor to execute an agreement with Aquifer Maintenance and Performance, Inc. ("AMPS") in the amount of \$52,125.00 for the rehabilitation of Well No. 6.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting

MEETING DATE *March 15, 2022*

SUBMITTED BY: Pat Roman, Public Works Director

SUBJECT: Approve and authorize the Mayor to execute an agreement with Aquifer Maintenance and Performance, Inc. ("AMPS") in the amount of \$52,125.00 for the rehabilitation of Well No. 6.

SUMMARY:

The adopted FY22 Water Department Budget contains an appropriation of \$80,000 to rehabilitate well No. 6.

In March 2018, Connect Consulting, Inc., a Hydrogeologic Consulting Service, conducted a Floridian Aquifer well evaluation on Well No. 6, No. 7, and No. 8. Their recommendation was that Wells No. 6, No. 7, and No. 8. need rehabilitation to improve its' specific capacity of performance.

Ultrasound will be used in Well No. 6 like it was in Well No. 7 to loosen the calcium and other clogging material then disinfected and pumped out to waste. This process produced positive results in well No. 7 and both shallow injection wells.

We recommend having Aquifer Maintenance and Performance Systems, Inc. ("AMPS") perform the rehabilitation of well No. 6 for \$52,125.00. The service will be procured via the City of Palm Bay Utilities Bid IFB #45-0-2017.

FISCAL IMPACT:

\$52,125.00 budgeted in the Water Department Capital Outlay Account (401-533.000-563.000)

ATTACHMENTS:

Contract for Services between the Town of Highland Beach and Aquifer Maintenance and Performance, Inc.

RECOMMENDATION:

Commission approval.

ADDENDUM TO CONTRACT FOR SERVICES

This Addendum is made as of the _____ day of _____, 2022, by and between the **Town of Highland Beach**, a municipal corporation organized and existing under the laws of the State of Florida, (hereinafter the “Town”) and **Aquifer Maintenance & Performance Systems, Inc.** (hereinafter “AMPS”).

In consideration of the mutual promises contained in this Addendum and contained within the Contract for Services, which is attached hereto as **Exhibit “A”** (with this Addendum and the Contract for Services hereinafter jointly referred to as the “Contract Documents”), AMPS and the Town agree as follows:

SECTION 1 – CONTROLLING LAW; VENUE; REMEDIES; ENFORCEMENT COSTS; JURY TRIAL WAIVER

1.1 The Contract Documents shall be governed by the laws of the State of Florida. Any and all legal action, including mediation, necessary to enforce the Contract Documents will be held in Palm Beach County, Florida. Disputes related to or arising out of the Contract Documents shall not be subject to binding or non-binding arbitration.

1.2 If any legal action or other proceeding is brought for the enforcement of the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Contract Documents, the parties agree that each party shall be responsible for its own attorney’s fees. Each party also agrees to waive any and all rights to a trial by jury for any and all disputes or claims which may be related to or arise out of the Contract Documents. This provision shall supersede and specifically replace all other conflicting provisions in the Contract Documents.

SECTION 2 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

2.1 The contract between the parties consists of this Addendum, the remaining Contract Documents, the Requests for Proposals issued by the City of Palm Bay and the other documents set forth in Article 1 of the Contract for Services. To the extent that there exists a conflict between these documents, they shall take precedence in the following order: the Addendum, the remaining Contract Documents, and the documents listed in Article 1 of the Contract for Services. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents. This provision shall supersede and specifically replace all other conflicting provisions in the Contract Documents.

SECTION 3 – TAXES

3.1 The Town is exempt from payment of Florida State Sales and Use Tax. AMPS shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the Town, nor is AMPS authorized to use the Town’s Tax Exemption Number in securing such materials. AMPS shall be responsible for payment of its own and its share of its employees’ payroll, payroll taxes, and benefits with respect to the Contract Documents.

SECTION 4 – PUBLIC RECORDS LAW

4.1 Public Records: AMPS shall comply with Florida’s Public Records Act, Chapter 119, Florida Statutes (the “Public Records Act”), and, if determined to be acting on behalf of the Town as provided under section 119.011(2), Florida Statutes, specifically agrees to:

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

IF AMPS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AMPS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT DOCUMENTS, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE TOWN OF HIGHLAND BEACH AT 561-278-4548, lgaskins@highlandbeach.us, OR BY MAIL AT THE TOWN OF HIGHLAND BEACH, 3614 S. Ocean Blvd., HIGHLAND BEACH, FL 33487.

SECTION 5 – SCRUTINIZED COMPANIES

5.1. As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into these Contract Documents, AMPS certifies that it and any authorized subcontractors are not participating in a boycott of Israel. The Town and the AMPS agree that the Town will have the right to immediately terminate the Contract Documents if AMPS and/or any authorized subcontractors is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Client and Consultant have caused this Agreement to be executed the day and year shown above.

Town of Highland Beach, Florida

By: _____
Rhoda Zelniker, Mayor

ATTEST

Lanelda Gaskins, Town Clerk

Approved as to form and legal sufficiency:

Glen Torcivia, Town Attorney
/phr

Aquifer Maintenance & Performance Systems, Inc.

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, as _____ of Aquifer Maintenance & Performance Systems, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Print Name: _____
My commission expires: _____

EXHIBIT “A”
(Contract for Services)

CONTRACT FOR SERVICES

This Contract is made as of the _____ day of _____, 20__, by and between the Town of Highland Beach, a Florida municipal corporation, hereinafter referred to as the TOWN, and Aquifer Maintenance & Performance Systems, Inc. ("AMPS") [] an individual, [] a partnership, [] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. or Social Security number is _____.

In consideration of the mutual promises contained herein, the TOWN and the CONTRACTOR agree as follows:

ARTICLE 1-SERVICES

The Contractor is to perform the Work under the general direction of the Town as defined in the Town's March 15, 2022 Agenda Memorandum and its four(4) exhibits that include Highland Beach Quotation, City of Palm Bay Invitation to Bid #45-0-2017/SB, City of Palm Bay Service Agreement, AMPS lowest price statement and Highland Beach Well Evaluation thereto being attached hereto as Exhibit "A" incorporated by reference herein and made a part thereof as fully as if herein set forth.

Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the Work.

By signing this Agreement, the Contractor represents that it has thoroughly inspected the work site (as described in the Documents) and the weather, soil and water conditions that may affect it, and has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the work and the conditions under which the work is to be performed.

ARTICLE 2-TERM/COMMENCEMENT DATE

This agreement shall become effective unless earlier terminated in accordance with Article 4. The Town shall have the option to renew this Agreement for up to one (1) two (2) year period upon the same terms and conditions contained herein.

ARTICLE 3-COMPENSATION TO CONTRACTOR

- A. Generally - The TOWN agrees to compensate the CONTRACTOR in accordance with the Proposal submitted by the CONTRACTOR. CONTRACTOR'S Proposal is incorporated herein by reference. The total and cumulative amount of this contract shall not exceed the

amount of funds budgeted for these services nor shall said fees exceed the amounts as set forth in the Proposal.

- B. Payments - Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the TOWN'S representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. CONTRACTOR will invoice the TOWN after each service has been rendered. Invoices will normally be paid within thirty (30) days following the TOWN representative's approval.

ARTICLE 4-TERMINATION

This Contract may be cancelled by the CONTRACTOR upon **ninety (90) days** prior written notice to the TOWN'S representative in the event of substantial failure by the TOWN to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR. It may also be terminated, in whole or in part, by the TOWN, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the TOWN'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the TOWN the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in progress, completed work, and other materials related to the terminated work to the TOWN.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 5-PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the TOWN.

All of the services required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONTRACTOR'S personnel (and all Subcontractors) while on Town premises, will comply with all Town requirements governing conduct, safety, and security.

ARTICLE 6-INSURANCE

- A. Prior to execution of this Contract by the TOWN the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Article and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the TOWN'S representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.
- B. The CONTRACTOR shall maintain, during the life of this Contract, Commercial General Liability, including Professional Liability Errors and Omissions insurance in the amount of \$1,000,000.00 in aggregate to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.
- C. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000.00 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.
- D. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall, in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the TOWN.
- E. All insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall specifically include the TOWN OF HIGHLAND BEACH as an "**Additional Insured**".

ARTICLE 7-INDEMNIFICATION

- A. To the fullest extent permitted by applicable laws and regulations, the CONTRACTOR shall indemnify and save harmless and defend the TOWN, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by the CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of the CONTRACTOR and/or its subcontractors, agents, servants or employees.
- B. The CONTRACTOR shall not be required to indemnify the TOWN, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the TOWN, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Agreement for any reason.
- C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the TOWN or the CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the waiver provided in § 768.28, Florida Statutes.

ARTICLE 8-SUCCESSORS AND ASSIGNS

The TOWN and the CONTRACTOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the TOWN nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the TOWN which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the TOWN and the CONTRACTOR.

ARTICLE 9-REMEDIES

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

ARTICLE 10-EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited

to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR'S request, the TOWN shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without it or its subcontractor's fault or negligence the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the TOWN'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 11-INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work, services and/or activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the TOWN. All persons engaged in any of the work, services and/or activities performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees, agents, or servants to the TOWN shall be that of an Independent Contractor and not as employees or agents of the TOWN.

The CONTRACTOR does not have the power or authority to bind the TOWN in any promise, agreement or representation other than as specifically provided for in this agreement.

ARTICLE 12-NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 13- ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 14- AUTHORITY TO CONDUCT BUSINESS

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its

business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the TOWN'S representative upon request.

ARTICLE 15- SEVERABILITY

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

ARTICLE 16-PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

ARTICLE 17- MODIFICATIONS OF WORK

The TOWN reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the TOWN'S notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the TOWN of any estimated change in the completion date, and (3) advise the TOWN if the contemplated change shall effect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the TOWN so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by the contemplated change, pending the TOWN'S decision to proceed with the change.

If the TOWN elects to make the change, the TOWN shall initiate a Contract Amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed by the Town of Highland Beach.

ARTICLE 18- NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the TOWN shall be mailed to:

Town of Highland Beach

3614 S. Ocean Blvd.
Highland Beach, Florida 33487
Attention: Pat Roman, Public Works Director

and if sent to the CONTRACTOR shall be mailed to:

ARTICLE 19- ENTIRETY OF CONTRACTUAL AGREEMENT

The TOWN and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 17- Modifications of Work.

ARTICLE 20- WARRANTY/GUARANTY

CONTRACTOR warrants that its Services under this Contract will be free of defects in materials and workmanship for a period of one year following completion of those Services or as otherwise provided by manufacturer.

ARTICLE 21 – PROTECTION OF WORK AND PROPERTY

The CONTRACTOR shall continuously maintain adequate protection of all work from damage, and shall protect the TOWN'S property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the TOWN or employees of the TOWN, the CONTRACTOR shall provide any necessary materials to maintain such protection.

Until acceptance of the work by the TOWN, the TOWN'S property shall be under the charge and care of the CONTRACTOR and the CONTRACTOR shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and the CONTRACTOR shall repair, restore and make good, without additional work occasioned by any of the above causes before its completion and acceptance.

ARTICLE 22 - WAIVER

Failure of the TOWN to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of TOWN'S right to enforce or exercise said right(s) at any time thereafter.

ARTICLE 23 - PREPARATION

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

ARTICLE 24 - MATERIALITY

All provisions of the Contract shall be deemed material. In the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and TOWN may at its option and without notice terminate this Contract.

ARTICLE 25 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract incorporates the terms of the Request for Proposals issued by the TOWN and the Proposal Response submitted by CONTRACTOR, and CONTRACTOR agrees to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that a conflict exists between this Contract and the remaining documents, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 26 - DEFAULT

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

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

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

C. The filing of a petition by or against CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of CONTRACTOR or CONTRACTOR'S property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution

or liquidation of CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for CONTRACTOR or for CONTRACTOR'S property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

CONTRACTOR shall provide written notice to the TOWN of the occurrence of any event of default within ten (10) days of CONTRACTOR's receipt of notice of any such default.

ARTICLE 27 - AUDITS

If applicable, the Contractor shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles. The Commission, the State of Florida, United States Department of Energy or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion.

ARTICLE 28 - LEGAL EFFECT

This Contract shall not become binding and effective until approved by the TOWN Commission of the TOWN of Highland Beach or its designated representative.

ARTICLE 29 - REPRESENTATIONS/BINDING AUTHORITY

CONTRACTOR represents that the person executing this Agreement has the power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract.

ARTICLE 31 – INSPECTOR GENERAL

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

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

TOWN OF HIGHLAND BEACH

CONTRACTOR:

BY: _____
MAYOR

BY: _____
Name:
Title:

ATTEST:

WITNESSED BY:

BY: _____
TOWN CLERK

Print Name:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
TOWN ATTORNEY

CONFLICT OF INTEREST STATEMENT

This Proposal/Agreement (whichever is applicable) is subject to the conflict of interest provisions of the policies and Code of Ordinances of the TOWN OF HIGHLAND BEACH, the Palm Beach County Code of Ethics, and the Florida Statutes. During the term of this Agreement and any renewals or extensions thereof, the VENDOR shall disclose to THE TOWN OF HIGHLAND BEACH any possible conflicts of interests. The VENDOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of THE TOWN OF HIGHLAND BEACH.

CHECK ALL THAT APPLY.

☐ To the best of our knowledge, the undersigned business has no potential conflict of interest for this Proposal/Agreement due to any other clients, contracts, or property interests.

☐ To the best of our knowledge, the undersigned business has no potential conflict of interest for this Proposal/Agreement as set forth in the policies and Code of Ordinances of the Town of Highland Beach, as amended from time to time.

☐ To the best of our knowledge, the undersigned business has no potential conflict of interest for this Proposal/Agreement as set forth in the Palm Beach County Code of Ethics, as amended from time to time.

☐ To the best of our knowledge, the undersigned business has no potential conflict of interest for this Proposal/Agreement as set forth in Chapter 112, Part III, Florida Statutes, as amended from time to time.

☐ If any of the above statements were checked, the undersigned business, by attachment to this form, submits information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR PROPOSAL OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, WHICHEVER IS APPLICABLE.

—

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

Exhibit "A"

Town's March 15, 2022 Agenda Memorandum and its four(4) exhibits that include Highland Beach Quotation, City of Palm Bay Invitation to Bid #45-0-2017/SB, City of Palm Bay Service Agreement, AMPS lowest price statement and Highland Beach Well Evaluation

QUOTATION



AQUIFER MAINTENANCE & PERFORMANCE SYSTEMS, INC.

7146 Haverhill Road N. • West Palm Beach, FL 33407 • 561-494-2844

February 23, 2021

Town of Highland Beach
3616 South Ocean Blvd.
Second Floor
Highland Beach, FL 33487
Attn: Pat Roman

Re: WELL #6

AMPS, Inc. appreciates the opportunity to submit the following proposal per our existing contract IFB #45-0-2017 with the City of Palm Bay Utilities for your review:

1) Mobilize tanks, pumping unit, set up water supply line & discharge line (2 crews) Line item 14 approximately 50 hours	\$ 7,500.00
2) Test production via ultrasound and calibrated psi gauge approximately Line item 21 approximately 54 hours	8,100.00
3) Perform injection into well and flow back procedure (with pump in the well) Line item 20 approximately 165 hours	30,525.00
4) Perform final pump & well disinfection 10 hours Line item 8 & 12	750.00
5) Demobilize equipment & restore site Line item 14 approximately 35 hours	5,250.00
TOTAL:	\$ 52,125.00

If you have any questions about the above information or if we may be of any further assistance please don't hesitate to call. Thank you.

Sincerely,

Jim Murray

Jim Murray
President



**INVITATION FOR BID #45-0-2017/SB
WELL REPAIRS, MAINTENANCE AND REHABILITATION SERVICES**

Procurement Department
120 Malabar Road, SE
Palm Bay, FL 32907-3009

ISSUE DATE: 5/23/2017
Page 1 of 39

PROCUREMENT CONTACT:
Susan Blair - CPPB
PHONE NUMBER: (321) 952-3424
FAX: (321) 952-3401
E-MAIL: susan.blair@pbfl.org

**BIDS TO BE RECEIVED NO
LATER THAN 5:00 PM ON
TUESDAY, 6/13/2017**

PLEASE COMPLETE AND SUBMIT THIS FORM WITH YOUR Bid	
Bidder Name: <u>Aggrater Maintenance + Performance Sys, Inc.</u>	Bids are firm for 90 days Yes <u>X</u> No <u> </u> Other <u> </u>
Address: <u>7146 Haverhill Road N.</u>	Do you accept Visa? <u>X</u> YES <input type="checkbox"/> NO
City, State, Zip: <u>West Palm Beach, FL 33407</u>	List of Deviations (if any) attached Yes <u> </u> No <u> </u>
Phone Number: <u>(561) 494-2844</u>	If submitting a "NO BID", state reason: <u> </u>
Fax Number: <u>(561) 494-2944</u>	<u> </u>
E-Mail Address: <u>ampsjlp@gmail.com</u>	<u> </u>
FEIN Number: <u>65-0071672</u>	

Bid packages shall be mailed or hand-delivered to the Office of the Procurement Department, located at the CITY HALL, 120 Malabar Road SE, Suite 200, Palm Bay, Florida 32907. Receipt of Bids will be officially closed after time and date identified above. Bids received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The time/date stamp located in the Office of the Procurement Department will be the official authority for determining late Bids.

One (1) original (MARKED "ORIGINAL") and one (1) copy plus one (1) electronic PDF copy on Compact disk (CD) or flash drive of all Bid sheets and required attachments shall be executed and submitted in a sealed envelope. Bidder shall mark Bid envelope, IFB No. 45-0-2017/SB – Well Repairs, Maintenance and Rehabilitation Services. Bidder's name and return address shall be clearly identified on the outside of the envelope.

James Murray
Authorized Signature
James Murray, President
Printed Name & Title

President
Title (typed or printed)
6/12/17
Date

 **COPY**

CHECK LIST OF MINIMUM REQUIRED SUBMITTALS

This "Standardized Check List" has been provided to assist the Bidder with the submission of their Bid package. This Check List cannot be construed as identifying all required submittal documents for this project. Bidders remain responsible for reading the entire Bid document to insure that they are in compliance.

The City, in its sole discretion, reserves the right to reject any and all Bids, to waive any and all formalities and reserves the right to disregard all nonconforming, non-responsive or incomplete Bids. The City specifically reserves the absolute right to determine the seriousness of any bidder's failure to specifically conform to the requirements of the Bid document. Bidders cannot utilize the City's determination of the seriousness of any specific non-conformance as a basis to protest the award of any bid. Bids may be considered subject to rejection if in the sole opinion of the City: there is a serious omission, unauthorized alteration of form, an unauthorized alternate Bid, incomplete or unbalanced unit price, or irregularities of any kind. The City may reject, as non-responsive, any or all Bids where Bidders fail to acknowledge receipt of Addenda as prescribed.

SUBMITTALS	Included		
	YES	NO	N/A
Bidder has completed, signed (blue ink) and included Invitation for Bid Cover Sheet (page 1)	✓		
Bidder has completed, signed (blue ink) and included the Check List of Minimum Required Submittals (page 2)	✓		
Bidder has provided One (1) Original hard-copy Bid (marked "ORIGINAL"), signed (blue ink), plus one (1) electronic PDF copy on compact disk (CD) or flash drive of the bid complete with all supporting documentation	✓		
Bidder has provided the number of one (1) hard copy of their bid (marked "COPY"), as referenced in Section I (page 4)	✓		
Bidder has confirmed that their Bid reflects all Addenda for this project (all Addenda will be posted to Demandstar.com and PublicPurchase.com for notification and retrieval)	✓		
Bidder has submitted the required documents from pages 13, 14 and 15 (bolded)	✓		
Bidder has completed, signed (blue ink) and included their Bid Form	✓		
If applicable, Bidder has provided a signed Conflict of Interest statement	✓		X
Bidder completed and included their Reference Form	✓		
Bidder has completed, signed (blue ink) and included their Identical Tie Bid sheet with signature – (if applicable)	✓		
Bidder has signed (blue ink) and included their Bidder's Insurance Requirements Acknowledgement	✓		
Bidder has completed and included their Local Preference Certification Statement (not required for Class "D")	✓		
Bidder has included a copy of business tax receipt (occupational license)	✓		
Bidder has signed and notarized & included their Non-Collusion Affidavit	✓		
Bidder has read, understood and submitted all required documentation for bid evaluation.	✓		



 Authorized Signature

 Printed Name & Title

Aquatic Maintenance & Performance Sp, Inc.

 Company
 6/12/17

 Date



SECTION III

BID FORM – Sheet 1 of 4

IFB #45-0-2017 – Well Repairs, Maintenance and Rehabilitation Services

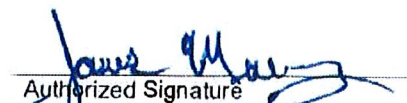
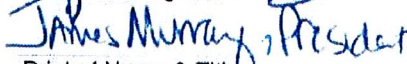
The undersigned declares that, after examining the Bid Documents for the above referenced project, she/he does hereby submit a response to the bid and warrants that:


- a. She/He is an officer of the organization.
- b. She/He is authorized to offer a bid in full compliance with all requirements and conditions, as set forth in the IFB.
- c. She/He has fully read and understands the IFB and has full knowledge of the scope, nature, quantity and quality of the work to be performed, and the requirements and conditions under which the work is to be performed.
- d. If the bid is accepted, a Purchase Order and/or Contract will be issued as proposed subject to any revisions mutually agreed-upon by the City and the Bidder.

In submitting this Bid, Bidder represents as more fully set forth in the agreement, that Bidder has examined copies of all the contract Documents and of the following Addenda:

Addendum No. _____, Dated _____ Addendum No. _____, Dated _____
 Addendum No. _____, Dated _____ Addendum No. _____, Dated _____

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the contract value less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the City shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest. This section shall not prevent the City from taking corrective action against the Contractor.


 Authorized Signature

 Printed Name & Title



 Company Name
 6/12/17
 Date


BID FORM – Sheet 2 of 4
IFB #45-0-2017 – Well Repairs, Maintenance and Rehabilitation Services

Contractors must bid on all items. This will be awarded 'all or none'

Provide a price for each line item listed below (Line Item Table). Transfer line items prices to Scenario of Services listed on page 20. The scenario total will be used to compare one bid to another for award purposes only and does not represent a guarantee of future work.

Item #	LINE ITEM TABLE ITEM DESCRIPTION	UOM	BUSINESS HOURS PRICE 7 am – 5:30 pm Monday – Friday	AFTER HOURS PRICE 5:30 pm – 7 am Monday - Friday	WEEKEND/ HOLIDAY PRICES Weekends (Friday 5:30 pm – Monday 7 am) & Holidays
1	Well Drill	Per foot	\$ 33 ⁰⁰	\$ 38 ⁰⁰	\$ 43 ⁰⁰
2	Well Service Rig	Per hour	\$ 185 ⁰⁰	\$ 185 ⁰⁰	\$ 195 ⁰⁰
3	Pump Service Rig	Per hour	\$ 100 ⁰⁰	\$ 100 ⁰⁰	\$ 110 ⁰⁰
4	Cement work or demolition	Per hour	\$ 65 ⁰⁰	\$ 65 ⁰⁰	\$ 75 ⁰⁰
5	On Site Welding Unit	Per hour	\$ 85 ⁰⁰	\$ 85 ⁰⁰	\$ 95 ⁰⁰
6	Machine Shop Welding	Per hour	\$ 45 ⁰⁰	\$ 45 ⁰⁰	\$ 65 ⁰⁰
7	Pump/Well technician	Per hour	\$ 90 ⁰⁰	\$ 90 ⁰⁰	\$ 100 ⁰⁰
8	Chemical Treatment	Per hour	\$ 75 ⁰⁰	\$ 75 ⁰⁰	\$ 95 ⁰⁰
9	Well abandonment	Per hour	\$ 115 ⁰⁰	\$ 115 ⁰⁰	\$ 125 ⁰⁰
10	Specific Capacity test, before and after rehabilitation	Per hour	\$ 50 ⁰⁰	\$ 50 ⁰⁰	\$ 75 ⁰⁰
11	Well Development and Redevelopment	Per hour	\$ 185 ⁰⁰	\$ 185 ⁰⁰	\$ 200 ⁰⁰
12	Chemical disinfection of well after rehabilitation	Per hour	\$ 75 ⁰⁰	\$ 75 ⁰⁰	\$ 95 ⁰⁰
13	Pump Motor Retrieval	Per hour	\$ 135 ⁰⁰	\$ 135 ⁰⁰	\$ 150 ⁰⁰
14	Miscellaneous work as needed, normal business hours	Per hour	\$ 150 ⁰⁰	\$ 150 ⁰⁰	\$ 165 ⁰⁰
15	Miscellaneous work as needed, non-normal business hours	Per hour	\$ 175 ⁰⁰	\$ 175 ⁰⁰	\$ 175 ⁰⁰
16	Flow Meter Maintenance and Calibration	Per hour	\$ 45 ⁰⁰	\$ 45 ⁰⁰	\$ 60 ⁰⁰
17	Deep well Pump Maintenance	Per hour	\$ 125 ⁰⁰	\$ 125 ⁰⁰	\$ 150 ⁰⁰
18	Well/Pump /Motor maintenance	Per hour	\$ 45 ⁰⁰	\$ 45 ⁰⁰	\$ 55 ⁰⁰


 Authorized Signature
 James Murray, President
 Printed Name & Title


 Company Name
 6/12/17
 Date



BID FORM – Sheet 3 of 4
IFB #45-0-2017 – Well Repairs, Maintenance and Rehabilitation Services

Item #	LINE ITEM TABLE ITEM DESCRIPTION	UOM	BUSINESS HOURS PRICE 7 am – 5:30 pm Monday – Friday	AFTER HOURS PRICE 5:30 pm – 7 am Monday - Friday	WEEKEND/ HOLIDAY PRICES Weekends (Friday 5:30 pm – Monday 7 am) & Holidays
19	Raw water disposal	Per hour	\$ 15 ⁰⁰	\$ 15 ⁰⁰	\$
20	Airlift well	Per hour	\$ 185 ⁰⁰	\$ 185 ⁰⁰	\$ 200 ⁰⁰
21	Pump test	Per hour	\$ 160 ⁰⁰	\$ 175 ⁰⁰	\$ 175 ⁰⁰
22	Swabbing	Per hour	\$ 115 ⁰⁰	\$ 115 ⁰⁰	\$ 135 ⁰⁰
23	Reports (other than weekly status reports)	Per report	\$ 100 ⁰⁰	\$ 100 ⁰⁰	\$ 100 ⁰⁰
24	Water Storage Tank Residual Cleaning	Per tank	\$ 500 ⁰⁰	\$ 500 ⁰⁰	\$ 600 ⁰⁰
25	Down hole video surveys	Per video	\$ 500 ⁰⁰	\$ 500 ⁰⁰	\$ 500 ⁰⁰
26	360 Degree Video	Per video	\$ 1200 ⁰⁰	\$ 1200 ⁰⁰	\$ 1250 ⁰⁰
27	Mobilize, demobilize & cleanup	Per well	\$ 500 ⁰⁰	\$ 500 ⁰⁰	\$ 600 ⁰⁰
28	Wellhead/pump removal, cleaning and reinstall	Per well	\$ 2000 ⁰⁰	\$ 2000 ⁰⁰	\$ 2000 ⁰⁰
29	Well Acidification/EPA	Per well	\$ 2000 ⁰⁰	\$ 2000 ⁰⁰	\$ 2200 ⁰⁰
30	Chlorine Maintenance of Wells	Per well	\$ 225 ⁰⁰	\$ 225 ⁰⁰	\$ 250 ⁰⁰
31	Percent Markup for Parts supplied & installed		12 %		

James Murray
 Authorized Signature
 James Murray, President
 Printed Name & Title

Water Maintenance & Performance Sys, Inc
 Company Name
 6/12/17
 Date



BID FORM – Sheet 4 of 4
IFB #45-0-2017 – Well Repairs, Maintenance and Rehabilitation Services

SCENARIO OF SERVICES – pricing requested for ITB comparison only (see pages 18 – 19)

Transfer line items prices, using the pricing in **Business Hours Price** column to Scenario of Services on the following table. The scenario total will be used to compare bids for award purposes only and does not represent a guarantee of annual work

Item #	Description	Unit	Est Qty 'a'	Price from Line Item Table 'b'	Total Price – Scenarios of Services 'a' x 'b'
7	Pump/Well technician	Per hour	18	\$ 90 ⁰⁰	\$ 1,620 ⁰⁰
8	Chemical Treatment	Per hour	10	\$ 75 ⁰⁰	\$ 750 ⁰⁰
10	Specific Capacity test, before and after rehabilitation	Per hour	7	\$ 50 ⁰⁰	\$ 350 ⁰⁰
11	Well Development and Redevelopment	Per hour	19	\$ 185 ⁰⁰	\$ 3,515 ⁰⁰
12	Chemical disinfection of well after rehabilitation	Per hour	6	\$ 75 ⁰⁰	\$ 450 ⁰⁰
14	Miscellaneous work as needed, normal business hours	Per hour	55	\$ 150 ⁰⁰	\$ 8,250 ⁰⁰
18	Well/Pump /Motor maintenance	Per hour	56	\$ 45 ⁰⁰	\$ 2,520 ⁰⁰
20	Airlift well	Per hour	23	\$ 185 ⁰⁰	\$ 4,255 ⁰⁰
21	Pump test	Per hour	5	\$ 180 ⁰⁰	\$ 900 ⁰⁰
25	Down hole video surveys	Per video	2	\$ 500 ⁰⁰	\$ 1,000 ⁰⁰
27	Mobilize, demobilize & cleaner	Per well	15	\$ 500 ⁰⁰	\$ 7,500 ⁰⁰
28	Wellhead/pump removal, cleaning and reinstall	Per well	10	\$ 200 ⁰⁰	\$ 2,000 ⁰⁰
29	Well Acidification/EPA	Per well	3	\$ 200 ⁰⁰	\$ 600 ⁰⁰
30	Chlorine Maintenance of Wells	Per well	134	\$ 225 ⁰⁰	\$ 30,150 ⁰⁰
GRAND TOTAL – SCENARIO OF SERVICES					\$ 87,100 ⁰⁰

Authorized Signature

James Murray

Printed Name & Title

Master Maintenance - Performance Systems (561) 494 2844

Company

6/12/17

Date

ampsjlp@gmail.com

Email Address

7146 Haverhill Road N.

Address

West Palm Beach, FL 33407

City, State, Zip Code

(561) 494 2844

Telephone Number

(561) 494 2944

Fax Number

(954) 325-1782

Cell Phone Number



COPY

REFERENCES

Bidder shall provide a minimum of three references, for which they are currently providing this type of service/commodity within the State of Florida.

1. Company Name

Contact Name and Title

Address

Phone Number

E-Mail Address

Length of contract or business relationship: Start Date End date

Contract Value \$

Description of work provided on this contract

Attached

2. Company Name

Contact Name and Title

Address

Phone Number

E-Mail Address

Length of contract or business relationship: Start Date End date

Contract Value \$

Description of work provided on this contract

3. Company Name

Contact Name and Title

Address

Phone Number

E-Mail Address

Length of contract or business relationship: Start Date End date

Contract Value \$

Description of work provided on this contract



AMPS, INC. REFERENCES

Seacoast Utility Authority \$150,000

4200 Hood Road
Palm Beach Garden, FL 33410
Attn: Vince Mollo
Phone (561) 537 0677
vmollo@suia.com 2006-present
Well inspections, Rehabs, reconstruction
Pump/motor sales & repairs

City of Boynton Beach \$250,000

100 East Boynton Beach Blvd
Boynton Beach, FL 33425
Attn: Phil Taylor
Phone (561) 752-6499
taylorp@bbfl.us 1998 - present
Well reconstruction, rehabilitations, meter
calibrations/repairs; pump/motor sales &
Service, fabrication, abandonments

City of Stuart \$250,000

121 S.W. Flagler Drive
Stuart, FL 34990
Attn: Paul Hitchcock
Phone (772) 260-0109
phitchcock@ci.stuart.fl.us 2006-present
Installation of new wells, fabrication,
well reconstruction, rehabs, maintenance,
abandonments, pump/motor sales & service

Fort Pierce Utility Authority \$150,000

725 South 25th Street
Fort Pierce, FL 34947
Attn: Keith Stephens
Phone: (772) 466-1600
kstephens@fpua.com 2014 - present
Well rehabilitations, installation of new wells
well abandonments, pump/motor/column
sales & service,

City of Boca Raton \$150,000

1301 Glades Road
Boca Raton, FL 33432
Attn: Ramy Maharaj
Phone (561) 338-7316 1999-present
rmaharaj@ci.boca-raton.fl.us
Wellfield maintenance, reconstruction,
Rehabs, fabrication, abandonments,
Meter calibrations/repairs, pumps/motor
Sales & service, fabrication

Town of Jupiter

210 Military Drive
Jupiter, FL
Attn: Chris McKenzie
Phone (561) 742-2605
chrism@jupiter.fl.us 2012-2015
Well rehabilitations, abandonments, meter
calibrations, fabrication, pump/motor sales
& service

Village of Palm Springs \$ 50,000

226 Cypress Lane
Palm Springs, FL 33461
Attn: Don Ray
dray@vpsfl.org 2012 – present
Fax (561) 965-5563
Pump/motor sales & service
Well rehabilitations

North Springs Improvement District

9700 NW 52 Street \$150,000
Coral Springs, FL 33076
Attn: Basil Mantagas
basilm@nsidfl.gov 2008-present
Fax (954) 755-7237
Well rehabilitations, pump/motor sales &
Service, well reconstruction



COPY

AMPS, INC. REFERENCES

Palm Beach County \$1,100,000

50 S Military Trail Suite 110
West Palm Beach, FL 333415
Attn: Vincent Munn
Phone (561) 818-1673 1999-present
vmunn@pbcwater.com
Wellfield maintenance & monitoring,
Well reconstruction, rehabs, fabrication,
Pump repairs, tank inspections/cleaning

Town of Davie \$100,000

6591 Orange Drive
Davie, FL 33314
Attn: Raul Sotelo
Phone (954) 319-2792
raul_sotelo@davie-fl.gov 2013-present
Well rehabilitations, installations &
abandonments, pump sales &
service

Martin County Utilities \$150,000

2401 SE Monterey Rd
Stuart, FL 34996
Attn: Todd Leyland
Phone (772) 221 - 1439
tleyland@martin.fl.us 1998-present
Wellfield maintenance & monitoring,
Well reconstruction, rehabs, fabrication,
Tank inspections, pump/motor sales &
Service

City of Delray Beach \$150,000

200 SW 6th Street
Delray Beach, FL 33444
Attn: Harold Williams 2012-present
Phone: (561) 243-7000 xt 4401
williams@cityofdelraybeach.com
Well rehabilitations; flowmeter calibrations
& repairs

City of Pompano Beach \$ 250,000

301 NE 12TH STREET
Pompano Bch, FL 33060
ATTN: Donovan Evans 2006-present
Phone (954) 592 1580
Donovan.evans@copbfl.com
Well reconstruction, rehabs, fabrication,
surface modifications, pump/motor sales &
service

City of Hollywood \$ 75,000

2600 Hollywood Blvd
Hollywood, FL 33022
Attn: Carlos Aquilera 2015-present
Phone: (954) 967-4230
caquilera@hollywoodfl.org
Wellhead elevation including custom
fabrication

Coral Spring Improvement District

10300 NW 11th Manor
Coral Springs, FL 33071
ATTN: Joe Stephens 2005-present
Phone (954) 752 1797
joes@fladistricts.com
Wellfield maintenance & monitoring;
Rehabs, fabrication, pump/motor sales &
Service

City of Sunrise \$125,000

10770 West Oakland Park Blvd.
Sunrise, FL 33351
Attn: Jim Dolan 2011 - present
Phone: (954) 572-2424
jdolan@sunrisefl.gov
Wellfield maintenance & monitoring, rehabs
well installation, abandonments, fabrication,
pump/motor sales & service

****AMPS is the prime contractor on all above contracts**



COPY

IDENTICAL TIE BIDS

In accordance with Section 287.087, Florida State Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids that are equal with respect to price, quality, and service, are received by the State or any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that has completed a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
- 2) Inform employees about the dangers of drug abuse in the workplace the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Florida Statutes or of any controlled substance law(s) of the United States or any state five (5) days after such conviction or plea.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, any employee who is so convicted.
- 6) Make a good-faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements



AUTHORIZED SIGNATURE



COMPANY



DATE



**CITY OF PALM BAY
BIDDER'S INSURANCE REQUIREMENTS ACKNOWLEDGEMENT
IFB #45-0-2017 Well Repairs, Maintenance and Rehabilitation Services**

STANDARD INSURANCE REQUIREMENTS

Before starting and until acceptance of the work by the City, the Awarded Bidder shall, as a minimum mandatory condition precedent to this work, procure and maintain insurance of the types and to the limits specified below, at their own expense and without cost to the City, until final acceptance by the City of all products or services covered by the purchase order or contract. The policy limits required are to be considered minimum amounts:

The Certificate of insurance shall be made to the City of Palm Bay, 120 Malabar Rd. SE, Palm Bay FL 32907 and should reference the operation.

Prior to renewal, non-renewal, cancellation, or change or modification of any insurance policy, at least 30 days advance written notice shall be given to the City of Palm Bay

Minimum coverage with limits and provisions are as follows:

- A Commercial General Liability: The Successful Bidder shall provide minimum limits of \$1,000,000.00 each occurrence, \$2,000,000.00 annual aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, personal & advertising injury products, completed operations, and contractual liability, specifically confirming and insuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing with any insurance maintained by the City of Palm Bay and shall name the City of Palm Bay as an additional insured. The policy of insurance shall be written on an "occurrence" form.
- B Business Automobile: Successful Bidder shall provide minimum limits of liability of \$1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:
- Owned Automobiles
 - Hired Automobiles
 - Non-Owned Automobiles
- C Professional Liability Insurance or Errors and Omissions Insurance: Successful Bidder shall provide professional liability insurance, or Errors and Omissions Insurance, with a minimum limit of \$1,000,000.00 aggregate with respect to acts, errors or omissions in connection with professional services to be provided under this Agreement. Any deductible is not to exceed \$5,000.00 for each claim. Consultant represents it is financially responsible for the deductible amount.
- D Pollution Liability: Successful Proposer shall provide pollution liability coverage with limits of no less than \$1,000,000.00 per occurrence. Pollution Liability shall cover the contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred, arising from the work or services performed as per this contract.
- E Workers' Compensation: The Successful Bidder shall provide and maintain workers' compensation insurance for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Florida. Exemption certificates to this requirement are not acceptable. Should the Named Vendor utilize a Professional Employer Organization, said Vendor acknowledges and agrees that all employees sent to the City of Palm Bay MUST be included on that PEO roster. Said policy must include Employers' Liability insurance with limits of no less than:

- Each Accident \$ 100,000.00
- Disease – Policy Limit \$ 500,000.00
- Disease – Each Employee \$ 100,000.00

Successful Bidder shall further insure that all of its sub-contractors maintain appropriate levels of workers' compensation insurance.



Other Insurance Provisions: The City of Palm Bay is to be specifically included on all certificates of insurance as a named additional insured (with exception to Workers Compensation). **Waiver of Subrogation is required for Commercial General Liability and Automobile Liability.** All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty (30) days prior to said expiration date. The certificate shall provide a thirty (30) day notification clause in the event of cancellation or modification to the policy.

Deductible Clause – Successful Bidder to declare self-insured retention or deductible amounts.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the Successful Bidder to insure that all subcontractors comply with the same insurance requirements spelled out above. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.

<p>_____ Authorized Signature <i>James Murray</i> _____ Printed Name & Title James Murray, President _____ Company Aster Maintenance - Performance Sys _____ Date 6/12/17</p>	<p>_____ Address 7440 Hawthorn Rd N. _____ City, State, Zip Code Wes Palm Beach FL 33407 _____ Telephone Number (561) 494-2944 _____ Fax Number or Email address (561) 494-2944</p>
---	---



LOCAL PREFERENCE CERTIFICATION STATEMENTSTATE OF FLORIDACOUNTY OF Palm BeachJames Murray, being duly sworn, deposes and says that:He/she is President of Aggriter Maintenance - Performance Sys, Inc
(Title) (Firm/Company)

has submitted the attached Bid, and is requesting consideration for the following preference to the Chief Procurement Officer of the City of Palm Bay. Please review the Procurement Ordinance Chapter 38 for more specific details and requirements, www.palmbayflorida.org/procurement.

(1)

Firm / Company Name

is a **Class A** Business as defined in City of Palm Bay Code of Ordinance Chapter 38. A copy of the City of Palm Bay Business Tax Receipt **and a complete list of full-time employees and their addresses are attached for justification. The City reserves the right to request additional documentation.**

(2)

Firm / Company Name

is a **Class B** Business as defined in the City of Palm Bay Code of Ordinance Chapter 38. A copy of the Business Tax Receipt **or a complete list of full-time employees and their addresses is attached as justification. The City reserves the right to request additional documentation.**

(3)

Firm / Company Name

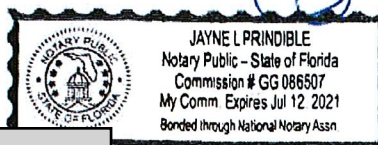
is a **Class C** Business as defined in the City of Palm Bay Code of Ordinance Chapter 38. A copy of the Brevard County Business Tax Receipt is attached as justification.

SIGNATURE: James Murray

The foregoing instrument was acknowledged before me this 6/12/17 by James Murray, who is personally known to me or who has produced as identification and who did (did not) take an oath.

Sworn to or affirmed and subscribed before me his 12th day of June, 2017.

Personally known	<input checked="" type="checkbox"/>	Produced Identification	Type of Identification
------------------	-------------------------------------	-------------------------	------------------------

Notary Public State of: Florida

NON-COLLUSION AFFIDAVIT

STATE OF Florida
COUNTY OF Palm Beach

James Murray, being duly sworn, deposes and says that:

- (1) He/she is President of Agaster Maintenance + Performance Sys, Inc.
Title Firm/Company
- (2) the Bidder that has submitted the attached Bid.
- (3) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.
- (4) Such Bid is genuine and is not a collusive or sham Bid.
- (5) Neither the said Bidder nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other Bidder, firm or person, to submit a collusive or sham Bid in connection with the Agreement for which the attached Bid has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of Palm Bay, Florida, or any person interested in the proposed Agreement.
- (6) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

(Signed) James Murray
President
(Title)

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 6/12/17 by James Murray, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

J. Prindible (Signature of Notary Public)
(Name of Notary Typed, Printed or

Stamped) JAYNE L PRINDIBLE (Serial Number)
Notary Public - State of Florida
Commission # GG086507
My Comm Expires Jul 12, 2021
Bonded through National Notary Assn

JAMES R. MURRAY

**EXPERIENCE 1988-Present Aquifer Maintenance & Performance Systems, Inc. (AMPS, Inc.)
Owner/President**

Specializing in monthly or quarterly well field maintenance programs , well rehabilitations , insitu well reconstruction, Robotic tank cleaning & inspections, downhole video surveys, fabrication & machining (20,000 sq.ft. facility), pump sales & repairs, flowmeter calibrations & well field production management & training

1988-1989 Baylik Drilling, Lahabra California

Florida Testing & Engineering, Ft. Lauderdale, FL/CA/Peru

Drilling & Fabrication Specialist

Oil field rig conversions and crew training

1985-1988 Layne Western, Mission KS

Drilling Superintendent

Responsible for rig unitization & operation procedures to optimize drilling & rehabilitation in California, Nevada, Utah, Colorado, Arizona & New Mexico, including scheduling, safety programs (for both tool pushers & crews). Wells ranged from 150 to 4368 ft.

Bakersfield, CA	30 employees 6 drill rigs
Denver, CO	26 employees 4 drill rigs
Chino, CA	70 employees 10 drill rigs

1984-1985 K.T.M. Consulting, Phoenix, AZ

Drilling Specialist

Responsible for training of experienced drilling crews in technical procedures for US, Malaysia & Middle Eastern clients. Training included large reverse air, stiff foam, direct air, mud rotary, rehabilitations, deep zone testing, rig and BOP configuration & fabrication.

1974-1984 Pool International dba Morrow Drilling, Odessa Texas

Roughneck 1975-1977

Driller 1977-1979

Tool Pusher 1979-1984

Roughneck: Responsibilities included handling lower ends of drill pipe during Trips; handling tongs during makeup; breaking out pipe; rig floor jobs; maintaining & repairing equipment

Driller: Supervised on-site drilling, floormen & trained crew members; also operated drilling machinery



COPY

Tool Pusher: Responsible for all rig operations (rig machinery, well drilling, tools & equipment) as well as coordinating between drilling contractor & operating company.

Total footage drilled from 1974 thru 1984 492,000 feet, wells included gas & oil, Steam, propane storage, salt water disposal, dewatering, large diameter, Deep Seismic, Water wells and shaft intersect wells

CERTIFICATIONS

NGWA Standards Development 2007
IADC (International Association of Drilling Contractors) 1980
State approved CEU Speaker AGWT, NGWA 2007/present
State approved CEU Speaker FWPCOA 1990/present
State approved CEU Speaker FDEP, FHD
State approved CEU Instructor FL drilling License requirements
Provider #149
Mud schools: Quality mud, western mud,
American Colloid, Nalco, Baroid
Developed a reusable vinyl drilling fluid for Nalco, Morrow, Layne 1980
Shaft construction—Institute of Shaft Drilling Technology, New Mexico
NGWA/Arizona drillers license #1
Nevada license #1227
Florida license #11310
American Welding Society #1078
G4 & Underwater welding
Pre Welding Certification instructor for Layne Western
Offshore & Land rotary API non-resident certification
Petroleum extension service International Association of Drilling
Contractors, University of Texas at Austin
Heavy equipment apprentice program, Mesa local 1971
South Florida Water Management, Water use monitoring
And Compliance for closed channel Flow Hydraulics 2005

OTHER

Designed & implemented maintenance software for municipalities
PH imbalance (portable unit) patent Pending
Auto Bacteriological control (stationary unit) patent pending
Number one choice for well rehabilitation & maintenance (AMPS, Inc.) by
Southeast Utility Council (unofficial poll)
Certified instructor for DEP/SFWMD
Certified instructor for state drilling license requirements
Instructor for FWPCOA classes
ASTM D18 (Frack Management) Committee
Founder Hottshot Prototypes, LLC

References available upon request



STATE OF FLORIDA
WATER WELL CONTRACTOR LICENSE

Issued to
James Murray

License No. 11310 Expires 7/31/2017

James Murray
DISTRICT CERTIFICATION OFFICER



COPY

Project Manager: D.Raymond Toorie with 20 years experience

Responsibilities/Role in the following contracts

Coordination of work & crews

Overseeing/management of setup & work performed

Communication with client as to work performed / results

Onsite safety meetings

Experience as Project Manager:

Seacoast Utility Authority

4200 Hood Road

Palm Beach Garden, FL 33410

Attn: Vince Mollo

Phone (561) 537 0677

Fax (561) 882 4475

City of Stuart

121 S.W Flagler Drives

Stuart, FL 34990

Attn: Paul Hitchcock

Phone (772) 260-0109

Fax (772) 288-5395

City of Boca Raton

1301 Glades Road

Boca Raton, FL 33432

Attn: Ramy Maharaj

Phone (561) 338-7316

Fax (561) 338-7366

Village of Wellington

11860 Pierson Rd

Wellington, FL 33414

Attn: Karla Berrotran

Phone (561) 753-2465

City of Boynton Beach

100 East Boynton Beach Blvd

Boynton Beach, FL 33425

Attn: Phil Taylor

Phone (561) 752-6499

Fax (561) 742-6299

Palm Beach County

8100 Forrest Hill Blvd

West Palm Beach, FL

Attn: Vincent Munn

Phone (561) 818 1673

Town of Jupiter

210 Military Drive

Jupiter, FL

Attn: Chris McKenzie

Phone (561) 742-2605

Fax (561) 746-2792

City of Pompano Beach

301 NE 12TH STREET

Pompano Bch, FL 33060

ATTN: Donovan Evans

Phone (954) 592 1580

Raymond Toorie's role in this contract will be:

Coordination of work & crews

Overseeing/management of setup & work performed

Ongoing communication with client/hydrologist as to daily work

Onsite safety meetings



COPY

AMPS key field supervisors are

- 1) Ronald Ramsaran 6 years experience
- 2) Dion Toorie 9 years experience
- 3) Charles Hicks 12 years experience
- 4) Tony Moorer 7 years experience

Their responsibilities include but are not limited to

Coordinate daily activity with City keeping them informed of progress
Overseeing all daily activities of crews
Daily field reports
All onsite testing
Weekly toolbox safety meetings

Debbie Jones is our maintenance supervisor with 20+ years experience, who holds an operator license & is responsible for all field sampling as well as coordinating/scheduling our maintenance field technicians:

Justin Parrish
Franco Decicco

William Moench (25 years experience) & Dennis Toorie (35 years experience) and are certified to repair submersible & vertical turbine pumps, mechanical seals, flowmeters, also can pumps



COPY



CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
BUSINESS TAX RECEIPT

Permit Year October 01, 2016 to September 30, 2017

7146 Haverhill RD N
AMPS INC

AMPS INC
7146 HAVERHILL ROAD
RIVIERA BEACH FL 33407

Issued:
Vendor: 01727.1
WATER PROTECTION SERVICE
WHOLESALE MERCHANT

MUST BE POSTED CONSPICUOUSLY
AT YOUR PLACE OF BUSINESS



COPY



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

"LOCATED AT"

7146 HAVERHILL RD
RIVIERA BEACH, FL 33407

Serving you.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0099 WATER WELL CONTRACTOR	MURRAY JAMES R	113'0	U17 121812 - 11/30/16	\$31.63	B40126527

This document is valid only when receipted by the Tax Collector's Office.

AQUIFER MAINTENANCE & PERFORMANCE SYSTEMS INC
AQUIFER MAINTENANCE & PERFORMANCE SYSTEMS INC
7146 HAVERHILL RD N
RIVIERA BEACH, FL 33407-1029



**STATE OF FLORIDA
PALM BEACH COUNTY
2016/2017 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 200914477
EXPIRES: SEPTEMBER 30, 2017**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



COPY

**SERVICE AGREEMENT FOR WELL REPAIRS, MAINTENANCE
AND REHABILITATION SERVICES**

THIS AGREEMENT, made this 31st day of, July 2017, by and between the City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907, a Florida municipal corporation and political subdivision of the State of Florida, hereinafter referred to as City and Aquifer Maintenance & Performance Systems, Inc. (65-0071672), 7146 Haverhill Road N., West Palm Beach, Florida 33407, hereinafter referred to as "Contractor", for the term specified herein, with the City having the option to extend this Agreement for an additional period of time, upon mutual agreement of the parties, therefore, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents are hereby incorporated into and made part of this agreement.

- (i) Specifications and Contract Documents prepared by the City of Palm Bay, Aquifer Maintenance & Performance Systems, Inc. IFB #45-0-2017/ET (Exhibit A).
- (ii) Proposal for the City of Palm Bay prepared by Contractor dated June 12, 2017, (Exhibit B).

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. Specific direction from the City Manager (or designee).
- B. This Agreement dated 7-31, 2017 and any attachments.
- C. Exhibit A
- D. Exhibit B

II. SCOPE

The Contractor is to perform the Work under the general direction of the City as defined in the Request for Proposal and amendments, if any, the Request for Proposal and any amendments thereto being attached hereto as Exhibit "A" (CITY's Request for Proposal documents), incorporated by reference herein and made a part thereof as fully as if herein set forth.

Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the Work.

By signing this Agreement, the Contractor represents that it has thoroughly inspected the work site (as described in the Documents) and the weather, soil and water conditions that may affect it, and has thoroughly reviewed the documents incorporated

into this Agreement by reference and that it accepts the work and the conditions under which the work is to be performed.

III. TERM OF AGREEMENT

The period of this Agreement shall begin on the Effective Date of the Agreement for a one (1) year term. This agreement may, by mutual written assent of the parties, be extended for four (4) additional twelve (12) month periods up to a cumulative total of sixty (60) months.

IV. COMPENSATION

The Contractor agrees to provide the services and materials as specified in its proposal to the City at the cost specified in said proposal, and amendments, if any, the proposal and any amendments thereto being attached hereto as Exhibit "B", incorporated by reference herein and made a part hereof as fully as if herein set forth.

The amount as specified in Exhibit "B" may be increased or decreased by the City under this Agreement, through the issuance of a written Addendum.

Any prices specified in this Agreement or Addendum thereto, will remain firm for the term of this Agreement or Addendum period.

V. PAYMENT

Upon acceptance of work by using department of the City, employees and others, the City shall make payment to the Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using City department. All invoices shall be directed to the Accounts Payable Section, City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907.

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY PURCHASE ORDER NUMBER.

VI. GENERAL CONDITIONS

A. Patents

The Contractor shall pay all royalties and assume all costs arising from the use of, including but not limited to, any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. For other good and valuable consideration, Contractor shall, at its own expense, hold harmless and defend the City, and all persons and entities defined as the "City" elsewhere in this Agreement (hereinafter and through the Agreement as "City"), against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of the United States or any other country. The Contractor shall pay all damages and costs awarded against and/or assessed or paid by the City and acknowledges

other and additional good and valuable consideration for this provision. This provision is supplemental to the following Section B.

B. Indemnification

For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor, including but not limited to the Contractor's officers, officials, employees, representatives, agents, contractors officers, etc., subcontractors and their officers, etc. (hereinafter Contractor) hereby agrees to indemnify, hold harmless and defend the City of Palm Bay, including but not limited to its officers, agents, subcontractors, officers, officials, representatives, volunteers, employees and all those others acting on the City's behalf (hereinafter City) against any and all liability, loss, cost, damages, expenses, claims or actions of whatever type or nature, including but not limited to attorney and expert fees and suit cost, for trials and appeals, that the City may pay, sustain, or incur arising wholly or in part due to any negligent or deliberate act, error or omission of Contractor in the execution, performance or non-performance or failure to adequately perform Contractor's obligation pursuant to this Agreement.

Nothing contained in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28. No claim or award against the City shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest.

In addition, Contractor shall indemnify, defend and hold harmless City against all liability, costs, expense, expert witnesses' fees, attorney's fees, claims, losses or damages that the City may incur arising from the following:

- a. A violation by Contractor of any applicable federal, state or local law, rule or regulation including, without limitation, performance conditions in this Agreement;
- b. Any penalty or fine incurred by or assessed against City to the extent caused by any act of the Contractor;
- c. Any injury, illness, disease, death or other harms suffered or incurred by any employee of Contractor, resulting from the failure of Contractor to comply with applicable health and safety procedures, regardless of whether or not the entity involved has adopted OSHA or EPA safety and health protocols and procedures;
- d. Any patent or copyright infringement by Contractor;
- e. Any lien or other claim by contractor inconsistent with this Agreement;
- f. Any obligation of City resulting from Contractor's errors, omissions or breach of obligation.

C. Environmental Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance with all applicable

environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all federal, state and local requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

Nothing contained in this Agreement shall affect Contractor's status as an independent contractor. Contractor shall ensure that the provisions of this Agreement are made binding on all persons or entities who perform on Contractor's behalf. A violation of this provision shall be considered to be a material and substantial breach of this Agreement.

D. Termination

The City reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to terminate.

The City may terminate with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of the City.

In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the contractor of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the City.

E. Notice of Deficiency

If the Contractor is notified in writing of a fault, deficiency or error in the equipment, materials, Work or criminal records of employees provided within ten (10) days from the discovery of any fault, deficiency or error of the Work, the Contractor shall, at the City's option, either: 1) re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or 2) refund to the City, any amounts paid by the City that are attributable to such portions of the faulty, defective or erroneous Work, including the costs for re-performance of the work provided by other Contractors.

F. Default

An event of default shall mean a breach of this Agreement by Contractor as determined by City. An event of default shall include but not be limited to the following:

- a. Contractor has not performed services on timely basis;

- b. Contractor has refused or failed to supply enough properly-skilled personnel;
- c. Contractor has failed to make prompt payment to subcontractors or suppliers for any services;
- d. Contractor has failed to fulfill representations made in this Agreement;
- e. Contractor has refused or failed to provide the Services as defined in this Agreement; or
- f. Contractor has failed to timely address a fault, deficiency or error in the equipment, materials, Work or criminal records of employees as provided in the Notice of Deficiency.

If a contractor is in default on its contract with the City, the City shall follow the procedures contained herein:

- a. The City shall notify, in writing, the Contractors to adhere to contract terms and conditions. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure within a reasonable time period. The notice will also provide that, should it fail to perform within the time provided, the contractor will be found in default and removed from the City's approved vendor list.
- b. Unless the Contractor corrects its failure to perform within the time provided, or unless the City determines on its own investigation that the Contractor's failure is legally excusable, the City shall find the Contractor in default and shall issue a second notice stating (i) the reasons the Contractor is considered in default, (ii) that the City will reprocure or has reprocured the commodities or services, and (iii) and the amount of the reprocurement if known.
- c. The defaulting Contractor will not be eligible for award of a contract by the City until such time as the City is reimbursed by the defaulting Contractor for all reprocurement costs. Reprocurement costs may include both administrative costs and costs or price increases incurred or to be incurred as a result of the reprocurement.
- d. Pursuant to Section 38.14, Procurement Code of Ordinance, the defaulting Contractor will be advised of their right to initiate written protest proceedings pursuant to Section 38.13 of the Procurement Ordinance within five (5) business days after the date of notification.
- e. Until such time as it reimburses the City for all reprocurement costs and the City is satisfied that further instances of default will not occur, the defaulting Contractor shall not be eligible for award of a contract by the City. To satisfy the City that further instance will not occur; the defaulting Contractor shall provide a written corrective action plan addressing the original grounds for default.

The forgoing provisions do not limit, waive or exclude the City's remedies against the defaulting contractor at law or in equity.

G. Warranty

The Contractor warrants that the Work including, but not limited to the equipment, materials and employees provided shall conform to professional

standards of care and practice in effect at the time the Work is performed, shall be of the highest quality and be free from all faults, defects or errors. Whenever required by the specifications of the Request for Proposal, the Contractor warrants that all equipment and materials provided shall be new. If the Contractor is notified in writing of a fault, deficiency or error in the equipment, materials, Work or criminal records of employees provided within ten (10) days from the discovery of any fault, deficiency or error of the Work, the Contractor shall, at the City's option, either: 1) re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or 2) refund to the City, any amounts paid by the City that are attributable to such portions of the faulty, defective or erroneous Work, including the costs for re-performance of the work provided by other Contractors.

ALL EQUIPMENT AND MATERIALS PROVIDED AND USED BY THE CONTRACTOR SHALL BE MERCHANTABLE AND BE FIT FOR THE PURPOSE INTENDED. THE CONTRACTOR SHALL BE LIABLE FOR SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE RESULTING FROM ANY WORK PERFORMED UNDER THIS AGREEMENT.

H. Time of Completion

The parties understand and agree that time is of the essence in the performance of this Agreement. Neither the Contractor nor the City shall be liable for any loss or damage resulting from any delay or failure to perform its contractual obligations within the time specified due to but not limited to acts of God, any force majeure, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, natural or man-made disasters, or any other causes, contingencies or circumstances not subject to either the Contractor's or City's control, that prevent or hinder the performance of the Contractor's or City's contractual obligations. Any such causes of delay, even though existing on the date of the Agreement or on the date of the start of Work, shall extend the time of the Contractor's or City's performance by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City may at its discretion, cancel this Agreement at its sole discretion for the convenience of the City and the Contractor shall only be entitled to compensation for all work satisfactorily performed and the limitation of damages provision contained in Section VII - LIMITATION OF LIABILITY shall apply.

I. Liquidated Damages

Parties agree that damages are difficult to determine but the following liquidated damages are agreed to be a reasonable cost for any delays: If the Contractor shall neglect, fail or refuse to complete the Work within the time specified, or any proper extension thereof granted by the City, then the Contractor hereby agrees, as part consideration for awarding the Agreement, to pay the City the sum of One-Hundred Dollars (\$100.00), for each and every calendar day that the Contractor shall be in default after the time stipulated in the Agreement for completing the Work. The Contractor and City acknowledge

and agree that said sum is not a penalty but liquidated damages for breach of contract.

The City and Contractor agree that the damages that will be incurred by the City as a result of Contractor's delay in meeting a completion date are of a kind difficult to accurately estimate, and the Contractor further agrees that the amount herein provided is a reasonable forecast of the damages that will actually be incurred by the City in the event of any such delay and not a penalty. For other and additional good and valuable consideration the receipt of which is hereby acknowledged by the parties hereto, the Contractor covenants and agrees that in the event of any delay of construction and notwithstanding the reason for the delay or who caused the delay or whether it was caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect office financial damages, expenses, impacts or losses for extended corporate or office overhead impacts, extended project overhead impacts, project support services, extended support services impacts, inadequate drainage system impacts, unsuitable subsurface conditions impacts, non-cooperation of Contractor's, subcontractors or any independent, non-affiliated contractors impacts for other contractors' conduct or failure to perform, or by whatever other label or legal label, concept or theory, or any business damages, or business losses, or financial impacts of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have no application or effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

J. Insurance Requirements:

The Contractor, and its subcontractors, subconsultants, assignees and suppliers, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:

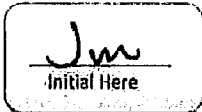
a. **Commercial General Liability:** The contractor shall provide combined single minimum limits of \$1,000,000.00 each occurrence / \$2,000,000.00 general aggregate for bodily injury and property damage liability. This shall include premises/operations, products, completed operations, personal and advertising injury, and contractual liability, specifically confirming and insuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing to any insurance maintained by the City of Palm Bay and shall name the City of Palm Bay as an additional insured. The policy of insurance shall be written on an "occurrence" basis and form.

b. **Automobile Liability:**

Contractor shall provide minimum limits of liability of \$1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:

- Owned Automobiles
- Hired Automobiles
- Non-Owned Automobiles

- c. Professional Liability Insurance or Errors and Omissions Insurance: Successful Bidder shall provide professional liability insurance, or Errors and Omissions Insurance, with a minimum limit of \$1,000,000.00 aggregate with respect to acts, errors or omissions in connection with professional services to be provided under this Agreement. Any deductible is not to exceed \$5,000.00 for each claim. Consultant represents it is financially responsible for the deductible amount.
- d. Pollution Liability: Successful Bidder shall provide pollution liability coverage with limits of no less than \$1,000,000.00 per occurrence. Pollution Liability shall cover the contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred, arising from the work or services performed as per this contract.
- e. Workers' Compensation Coverage: Full and complete Workers' Compensation Coverage, including coverage for Employer's Liability, as required by State of Florida law, shall be provided. **Should the Named Vendor utilize a Professional Employer Organization, said Vendor acknowledges and agrees that all employees sent to the City of Palm Bay MUST be included on that PEO roster.**



Insurance Certificates:

The City of Palm Bay is to be specifically included as an additional insured on all certificates of insurance (with exception to Workers Compensation). Waiver of Subrogation is required for Commercial General Liability and Automobile Liability. All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty - (30) days prior to said expiration date. The certificate shall provide a thirty - (30) day notification clause in the event of cancellation or modification to the policy.

The Contractor shall declare any self-insured retention or deductible amount in excess of \$5,000 for any policy. The City reserves the right to reject any self-insured retention or deductible in excess of \$5,000.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the contractor to insure that all subcontractors comply with the insurance requirements set forth in this Agreement. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.

Contractor shall obtain insurance on an "occurrence" basis if such insurance is available at commercially reasonable premium costs. Any insurance on a "claim made" basis shall be maintained for at least three (3) years after acceptance of the Work.

K. Acceptance

The City will be deemed to have accepted the Work after the Purchasing Agent is notified by the appropriate City department(s) of its satisfaction that the work for their respective department(s) is completed.

L. Correction of Work

The Contractor shall promptly correct all Work rejected by the City for failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected Work.

M. Right to Audit Records

The City reserves the right to audit the records of the Contractor related to this Agreement at any reasonable time during the prosecution of the work included herein and for a period of three (3) years after termination of the date of the contract. The Contractor agrees to provide copies of any records necessary to substantiate payment requests to the City as may be requested by the City, solely at the cost of reproduction.

N. Public Records

The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records law. Specifically, the Contractor shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service.
- b. Provide the agency with access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfers to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of the Contractor to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause for immediate termination of the Agreement.

If the Contractor has questions regarding the application of Chapter 119 Florida Statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records at the City of Palm Bay purchasing

and Contracts Division, 120 Malabar Road, SE, Palm Bay, Florida 32907; 321-952-3424; or purchasing@pbfl.org.

O. Time is of the Essence

The parties agree that time is of the essence in the completion of the Work called for under this Agreement. By executing this Agreement, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

The Contractor agrees that all Work shall be prosecuted regularly, diligently, and uninterrupted at such a rate of progress that will ensure full completion thereof within the time specified.

P. Information

All information, including but not limited to data, documents, plans, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to this Agreement, excluding previously copywritten materials, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

Q. Extra Work

The City, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by written Addenda to this Agreement, and shall be executed under the applicable conditions of the Agreement.

If the Contractor plans to make a claim for an increase in the Agreement price or an extension in the Agreement Schedule/Term, written notice shall first be given to the City within ten (10) calendar days after the occurrence of the event giving rise to such a claim. The Contractor shall give this written notice to the City, together with written approval secured from the Purchasing Agent before proceeding to execute the Work.

No claim for extra work will be considered valid by the City unless first approved by the City in writing with Contractor's claim submitted in writing.

R. Familiarity With The Work

The Contractor by executing this Agreement acknowledges full, total and complete understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for or be bound by any claimed misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as its stated unequivocal commitment to fulfill all the conditions referred to in this Agreement.

S. Title and Risk of Loss

The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.

T. Independent Contractor, Assignment and Subcontracts

In the performance of the Work, Contractor shall operate and have the status of an independent contractor and shall not act as or be an agent or employee of City.

This Agreement cannot be assigned without the written approval of the City. Assignment may be made solely at the discretion of the City, and the City's decision will be final. Contractor shall obtain the consent of City, in writing, of each subcontractor it intends to use before entering into a contract with any subcontractor.

Contractor shall advise each prospective subcontractor of these requirements and shall assure that each subcontractor complies with them.

U. Inspection and Non-Waiver

Contractor shall permit the representatives of City to inspect and observe the Work at all times.

The failure of City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as waiver of City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

V. Notices

All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

To the Contractor:

James Murray - President
Aquifer Maintenance & Performance
Systems, Inc.
7146 Haverhill Road N.
West Palm Beach, FL 33407

To the City:

Purchasing Agent
City of Palm Bay
120 Malabar Road, SE
Palm Bay, FL 32907

With a copy to:

City Manager
City of Palm Bay
120 Malabar Road, SE
Palm Bay, FL 32907

W. No Liens

Contractor acknowledges that Contractor or any other person directly or indirectly acting for or through Contractor are legally unable to file a mechanic's or construction lien against the real property on which the work is performed or any part thereof or against any personal property or improvements thereon or make a claim against any monies due or to become due from the City to Contractor for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, Contractor agrees to inform all subcontractors of such inability and further agrees to satisfy, remove, or discharge any liens or claims that may be filed at its own expense by bond, payment, or otherwise within twenty (20) days of the filing thereof or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining such. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation hereby, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments.

VII. LIMITATION OF LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the contract value less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the City shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest. This section shall not prevent the City from taking corrective action against the Contractor.

VIII. MISCELLANEOUS PROVISIONS

- A. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.
- B. The Contractor's employees are required to obtain, at no charge, from the City's Human Resources Department, a security identification badge prior to performance of its awarded contract. This law is established by the City Council through the City

Ordinance Number 2007-48, Public Protection Act, as amended by City Ordinance Number 2007-96, with an effective date of November 15, 2007.

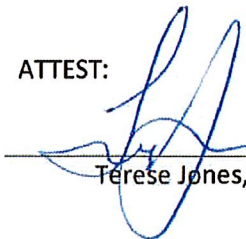
- C. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless written and signed by the Chief Procurement Officer.
- D. The Contractor shall procure all permits, licenses, and certificates for the proper execution and completion of the Work under this Agreement, including any approvals of plans or specifications as may be required or federal, state and local laws, ordinances, rules, and regulations.
- E. Award of this contract shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.
- F. This Agreement shall be governed by and construed according to the laws of the State of Florida, and the rights of the parties hereto shall be construed and be subject to the laws of the State of Florida. The parties hereby waive the right to a trial by jury in any action, proceeding or counterclaim brought or filed by either of them against the other. Venue for any court action arising out of this Agreement shall be in Brevard County, Florida.
- G. The undersigned hereby certify that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that he/she is authorized to enter into this Agreement and to execute it on behalf of the Contractor as the act of the said Contractor, and the City will rely upon such execution by the Contractor's representative.
- H. This Agreement is for the exclusive benefit of the parties. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.
- I. This Agreement, including Exhibits "A" and "B", contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
- J. If any term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of this Agreement shall be unaffected thereby and each remaining term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above

CITY OF PALM BAY, FLORIDA

Approved By City Council On: July 20, 2017

ATTEST:


Terese Jones, City Clerk

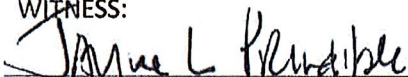
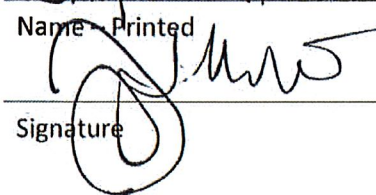
By:


Bobbye Marsala, Chief Procurement Officer

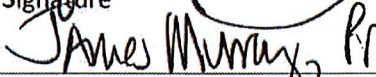
AQUIFER MAINTENANCE &
PERFORMANCE SYSTEMS, INC.

By:

WITNESS:


Name - Printed

Signature

Signature


James Murray, President

Name and Title

Amps, Inc.

Name of Company

7440 Haverhill Rd N.

Mailing Address

West Palm Beach, FL 33407

City, State, Zip

(561) 494-2844

Telephone Number

CITY OF PALM BAY
AMENDMENT TO CONTRACT # 45-0-2017
Well Repairs, Maintenance & Rehabilitation Services

This amendment to contract is made and entered into this 15th day of May, 2019, by and between the City of Palm Bay, a municipal corporation organized and existing under the State of Florida, hereinafter referred to as the "City" and Aquifer Maintenance & Performance Systems, Inc., 7146 Haverhill Road N, West Palm Beach, Florida 33407, hereinafter referred to as the "Contractor".

WHEREAS, the City and the Contractor entered into a Contract under the date of July 31, 2017, whereby the contractor would perform well repairs, maintenance & rehabilitation services, as needed; and

WHEREAS, the City and Contractor desire to renew the term of said Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- I. The renewed term of agreement shall be July 31, 2019 through July 30, 2020.
- II. No price increases will be allowed.

In all other respects and, except as specifically modified and amended, the Contract dated, July 31, 2017, shall continue in full force and effect as written. The parties hereto execute this Amendment to become effective as of the date and year first above written.

CITY OF PALM BAY

**Aquifer Maintenance & Performance
Systems, Inc.**

Bobbie Marsala, CPPO, CPPB, C.P.M.
Chief Procurement Officer
Procurement Department

Bobbie Marsala
Signature / Date 5-10-19

By:

James Murray
Name
President
Title
James Murray 5/15/19
Signature / Date



September 23, 2019

Town of Highland Beach
3614 South Ocean Blvd.
Highland Beach, FL 33487
ATTN: Pat Roman

Re: CITY OF PALM BAY
CONTRACT #45-0-2017

The above referenced contract is the lowest priced governmental contract that Aquifer Maintenance & Performance Systems, Inc. (AMPS, Inc.) has in the state of Florida that meets the requirements needed to perform the duties the Town requires.

If you have any questions about the above information or if we may be of any further assistance please don't hesitate to call. Thank you.

Sincerely,

Jim Murray

Jim Murray
President

TECHNICAL MEMORANDUM

To: Troy L. Lyn, P.E., Vice President – Globaltech, Inc.
From: Jim Andersen, P.G., Connect Consulting, Inc.
Elizabeth S. Owosina, P.G., Connect Consulting, Inc.
Re: Hydrogeologic Consulting Services, Floridan Aquifer Well Evaluation
Town of Highland Beach, Florida
Date: March 13, 2018

INTRODUCTION

Connect Consulting, Inc. (CCI) was contracted by Globaltech, Inc. (GTI), to provide hydrogeologic consulting services to the Town of Highland Beach (Town). The Town uses three wells (Wells 6, 7, and 8) to withdraw brackish groundwater from the Floridan aquifer to supply water to their low-pressure, Reverse Osmosis (RO) Water Treatment Plant (WTP) located at 3612 South Ocean Boulevard, Highland Beach, Florida.

The purpose of this study was to evaluate the operation of the three production wells and to provide recommendations to improve the wellfield's performance and dependability. CCI reviewed well completion reports, RO WTP operating reports and design drawings, available water quality data, South Florida Water Management District (SFWMD) permit information, and performed field testing of Wells 6, 7, and 8 to evaluate water quality and well performance. Wellfield testing was completed on February 5 and February 6, 2018.

CONCLUSIONS

CCI completed a water quality and well performance evaluation of the three, Upper Floridan production wells (Wells 6, 7, and 8) at the Highland Beach RO WTP in February 2018. The conclusions of the study are as follows:

- Specific capacity – The specific capacities of the production wells range from approximately 41 gpm/ft to 51 gpm/ft. Capacity declines in Wells 6 and 7 are approximately 9% and 58%, respectively. Well 8 does not appear to have lost capacity. The percent changes in capacity are estimations as the pumping rates during the February 2018 pump tests were lower than those performed after well construction.

- Water quality – Average chloride concentrations in Wells 6 and 8 increased 12% and 34%, respectively, while they decreased 28% in Well 7. Similarly, specific conductance values increased in Wells 6 and 8 by 15% and 31%, respectively, and decreased 24% in Well 7. Sulfides have remained relatively stable in Well 6 but have decreased by 47% in Well 7 and doubled from 1 to 2 ppm in Well 8. Total Iron is now below detection limits in all three wells. The pH of the water is 3 - 5% higher at 7.63 - 7.70. Based on trend lines observed in historic water quality data collected from the Town, the chlorides and conductivity in Wells 6 and 8 are expected to continue to rise.
- Sand and silt production – Sand content was less than 1 ppm during pump testing of the three production wells. Recommended SDI values for RO values facilities are less than 3.0 with ideal values less than 1.0. SDI testing indicated Wells 6 and 7 produced silt at or below 1.0. Well 8 had an SDI of 2.5 after startup when the pumping rate was increased from 900 to 1690 gpm, and slightly above 1 at a pumping rate of approximately 900 gpm.
- Well interference – Additional drawdowns due to well interference were observed during pump testing. The largest drawdown observed was approximately 18 feet in Well 8 when Wells 6 and 7 were pumping approximately 1050 and 900 gpm, respectively. Fifteen feet of drawdown was seen in Well 6 when Well 7 (930 gpm) and Well 8 (900 gpm) were being pumped. Drawdowns of approximately 5 and 6 feet, respectively, were observed in Wells 7 and 8, when Well 6 was pumped at 1050 gpm.
- General observations – The wellhead assemblies and aboveground piping are in fairly good condition. Maintenance of these structures could improve their dependability.

RECOMMENDATIONS

Based on a review of historical data and an analysis of the results of the wellfield evaluation, the following recommendations are made:

- Due to the elevated dissolved chlorides and conductivity in Well 8, we recommend running Well 8 with Well 6 or Well 7 so that the water is blended for more favorable raw water quality entering the RO system.
- The chloride/TDS increases observed in Wells 6 and 8 are irreversible. We suggest evaluating the water quality thresholds for the membrane treatment system and project when they will be reached.
- To accommodate a 1-2 train per well operation, it is recommended that the well pump in Well 8 be replaced with a smaller pump designed for that purpose. Flow would be controlled using a VFD (variable frequency drive) as the well is currently operated.

Central Florida Office · 261 N. Lakeview Drive · Lake Helen, Florida 32744 · 386-473-7766
 North Florida Office · 19505 N.W. 184th Terrace · High Springs, Florida 32643 · 561-479-8031 South
 Florida Office · 1907 Commerce Ln, Ste 104 · Jupiter, Florida 33458 · 561-758-2475

- Reduce the individual well pumping rate to a one well per skid operation. A reduction in pumping rate may reduce performance losses and slow the degradation of water quality. When more water is needed, we recommend increasing the flow rate using the VFD, assuming no adverse impacts to the pumps' life expectancy. Develop an operating plan for the wellfield.
- Although the dissolved chloride concentration in Well 7 has decreased, there has been a significant loss of capacity in Well 7 since its installation. This well is recommended for rehabilitation to improve performance. We suggest procuring a water well contractor to complete this item. It's likely that it will require 5,000-10,000 gallons of high strength hydrochloric acid to achieve the desired well performance again at an estimated cost of \$125,000 to \$175,000.
- We recommend testing the backflow prevention devices on the production wells. The conductivity of water in Well 8 prior to pumping was 13,164 uS/cm. After pumping commenced the conductivity increased quickly to 17,412 uS/cm and then gradually decreased over the next 2 hours of the test to 16,787 uS/cm. Similarly, the conductivity of water in Well 7 was 9,210 uS/cm prior to pumping. After the start of pumping, the conductivity dropped over the next 45 minutes to 8,647 uS/cm. A leaky backflow preventer may be the cause of the different conductivity of the well water prior to the start of pumping. We suggest testing the backflow prevention devices on all three wells to ensure they are operating properly.
- The above ground well piping for all three wells is in fairly good physical condition. Rust and chipping paint were noted on all three wellhead assemblies. We recommend painting, as needed, and fixing and/or replacing broken valves.

BACKGROUND

Wells 6 and 7 were drilled on the Highland Beach RO WTP site in 2001 and 2002, respectively, approximately 410 feet apart. In 2007, Well 8 was drilled approximately 185 feet northeast of Well 6 and 250 feet west of Well 7 on the WTP site. The three wells are fitted with 2,080 gpm submersible well pumps. Wells 6 and 7 are typically pumped at approximately 1,570 gpm, while Well 8 is pumped at 1,805 gpm. Well details are provided in Table 1.

Table 1. Town of Highland Beach Public Water Supply Well Details.

Well	Year Drilled	Well Diameter (in)	Total Well Depth (feet bls)	Cased Depth (feet bls)	Screen Interval (feet bls)	Pump Intake Elevation (feet bls)	Pump Type
6	2001	17	1,200	1,027	open	N/A	sub
7	2002	17	1,200	1,010	open	N/A	sub
8	2007	12	1,200	1,010	open	N/A	sub

Notes: Data from CH2M Hill and ARCADIS well completion reports and SFWMD WUP 50-000346-W.
bls = below land surface

The RO WTP was originally designed to produce 2.25 MGD from three trains, requiring 3.0 MGD of raw water (2,080 gpm). This capacity enabled one well to be operated to feed three trains with one well on standby. The plant capacity was later increased to 3.0 MGD, which required the use of two, in-service wells producing a total of approximately 4 MGD of raw water. At that time, a third well (Well 8) was installed to provide the required backup capacity needed with two wells in service and one well out of service. After the completion of Well 8 in 2007, a drawdown test was performed with Well 8 pumping at a rate of 2,800 gpm. Observed drawdowns in Wells 6 and 7 were 25 and 23 feet, respectively.

METHODOLOGY

Wellfield testing was performed to evaluate changes in well performance and water quality since the time of construction, to make observations on the physical condition of the well sites/facilities, and provide recommendations for future well improvements. Historical data were reviewed and summarized to provide a baseline for well performance and individual well water quality.

Field testing included the measurement of field water quality parameters and well performance data under normal steady-state operating conditions, and involved the following observations and measurements:

- Physical Measurements and Observations
 - Pumping Rate
 - Pumping Water Level
 - Observations of Wellhead and Equipment
 - Wellhead Pressure
 - Static Water Level
- Field Water Quality Measurements
 - SDI
 - Sand Content Testing
 - Temperature
 - Specific Conductance
 - Chloride
 - Dissolved Oxygen

Central Florida Office • 261 N. Lakeview Drive • Lake Helen, Florida 32744 • 386-473-7766
North Florida Office • 19505 N.W. 184th Terrace • High Springs, Florida 32643 • 561-479-8031 South
Florida Office • 1907 Commerce Ln, Ste 104 • Jupiter, Florida 33458 • 561-758-2475

- pH
- Total Dissolved Solids
- Turbidity
- Soluble Iron
- Total Iron
- Hydrogen Sulfide

The production of suspended solids in each well was evaluated with the use of an SDI kit. SDI testing was performed per ASTM Standard Method D4189-07 after steady-state pumping was achieved. For membrane treatment, the recommended SDI value of raw water produced from a well is less than 3.0, with an ideal value less than 1.0.

A Rossum sand tester was used to measure the sand content of the pumped water from each well. The Rossum assembly was attached to the wellhead piping for sampling of the produced water from the well. The American Water Works Association (AWWA) standard for sand content in wells is a maximum of 5 parts per million (ppm), however recommended sand values for membrane treatment are less than 1 ppm, and ideally less than 0.1 ppm, if possible.

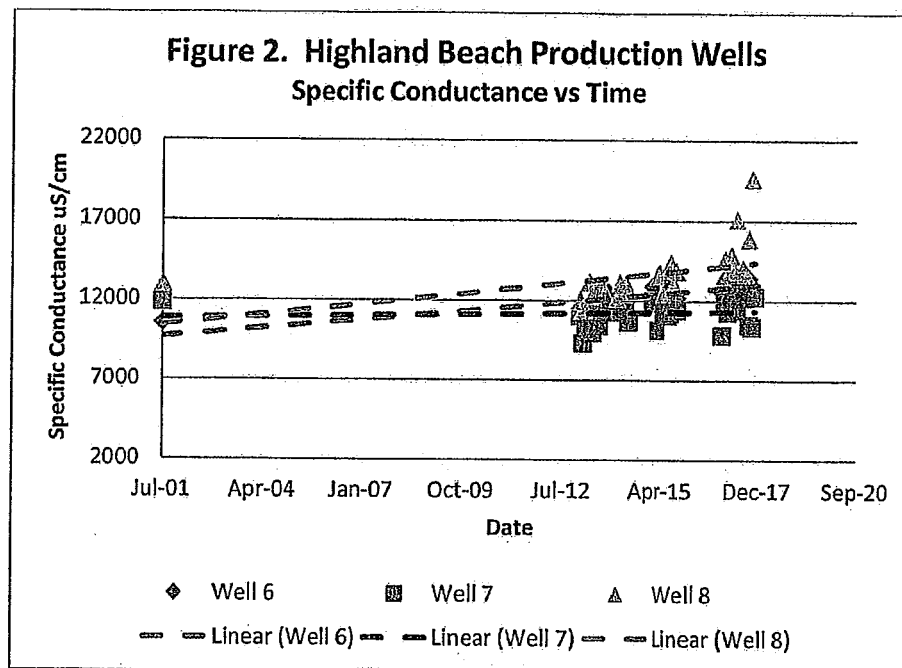
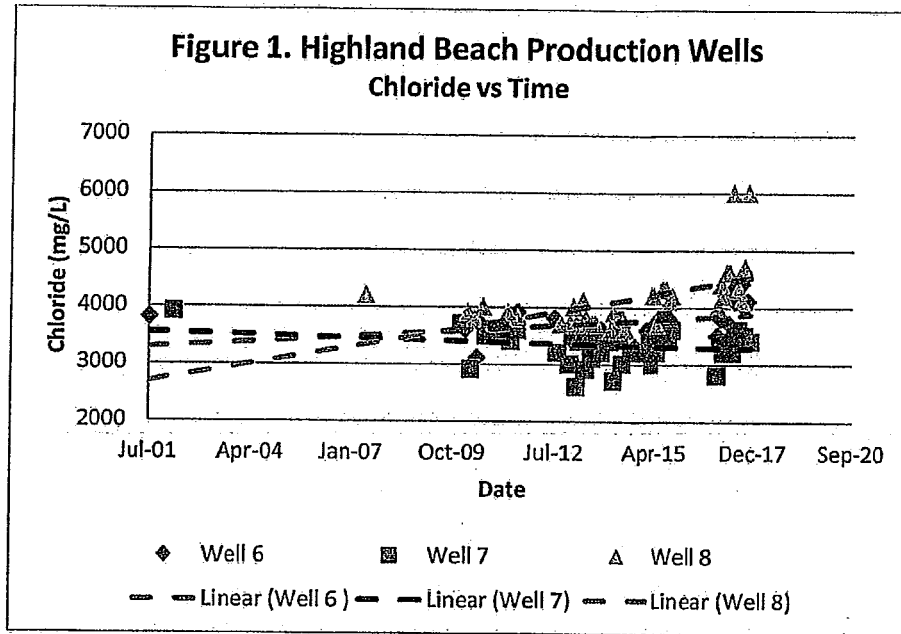
A calibrated, multi-parameter, field testing unit was used to measure temperature, specific conductance, total dissolved solids, and dissolved oxygen (DO). DO concentrations were measured to recognize the stability of water quality parameters as well as the presence of air intrusion into the raw water system. Turbidity was measured using a calibrated field portable turbidimeter; pH was measured using a pH meter. Sulfide and soluble and total iron were tested visually using colorimetric test kits in accordance with standard methods. Two water samples were collected from each well and analyzed for dissolved chloride concentration using the argentometric titration method in our office laboratory.

Static water levels and pumping water levels were measured using an electronic well data logger and supported with manual readings. The static and pumping water level data were used, along with the pumping rates, to calculate specific capacity values for each well. The specific capacity is the ratio of the pumping rate to the drawdown at a given time and is used to determine the productivity of the well. The higher the specific capacity, the more efficient the well, all other factors being equal.

DATA REVIEW

CCI reviewed well completion reports for the three Floridan aquifer wells, the Town's SFWMD water use permit, and water treatment plant water quality and operational data. Water quality data collected at the completion of well construction were available in the well completion reports. Available water quality information collected by Town staff since that time were also reviewed. This data consisted primarily of monthly raw water analyses conducted on well samples from 2010 through 2017, although there were some significant gaps in the available data.

Initial chloride and conductivity data collected during well construction and data collected by the Town since 2010 were graphed (Figures 1 and 2). The data indicate an increase in chloride concentration and conductivity with time in Wells 6 and 8. In Well 7, a decrease in chloride concentration is noted but a very slight increase is observed in conductivity. Note that our conductivity measurements in February 2018 were significantly lower than those recorded by Town staff as part of their monitoring program (2013-2015 and 2017), even as recently as December 2017, when a conductivity of 12,210 uS/cm was recorded.



Central Florida Office • 261 N. Lakeview Drive • Lake Helen, Florida 32744 • 386-473-7766
 North Florida Office • 19505 N.W. 184th Terrace • High Springs, Florida 32643 • 561-479-8031 South
 Florida Office • 1907 Commerce Ln, Ste 104 • Jupiter, Florida 33458 • 561-758-2475

WATER QUALITY AND PERFORMANCE TESTING RESULTS

The three, Highland Beach wells are completed at the top of the upper Floridan aquifer. Current dissolved chloride concentrations based on our testing range from approximately 2,800 to 5,650 mg/L. A review of available historic water quality data indicate that the chloride concentration and conductivity of water in Wells 6 and 8 have increased since the wells were originally completed, while they have decreased in Well 7. Water produced by Well 7 currently has the lowest chloride concentration (2,823 mg/L) of the three wells. The chloride concentration was 3,900 mg/L when the well was completed in 2002. In Wells 6 and 8, the chloride concentrations are approximately 4,200 mg/L and 5,650 mg/L, respectively.

Additional water quality data was collected during pump testing and several trends were noted. In Well 6, the specific conductance steadily increased from 10,772 uS/cm to 12,018 uS/cm over the course of 77 minutes, although the chloride concentration decreased during that time from 4,475 to 4,000 mg/L. At Well 7, the conductivity dropped for the first 45 minutes from 9,210 uS/cm to 8,647 uS/cm and then rose steadily to 9,142 uS/cm after 167 minutes of pumping. At Well 8, the pre-pumping conductivity (13,164 uS/cm) of the water was significantly lower than that measured during pumping. Also, after the initiation of pumping the conductivity declined from 17,412 to 16,787 uS/cm. Dissolved chloride concentration declined as well from 5,875 to 5,400 mg/L. Sulfide concentrations generally increased in all 3 wells during pumping. Sulfide is present in higher concentrations in Wells 6 and 7 (3.3 and 3.4 ppm, respectively) than in Well 8 (2.0 ppm).

The wells produced a small amount of sand (<1.0 ppm) during the Rossum sand tests, primarily during startup or when pumping rates were increased. Wells 6 and 7 had SDI values equal to or less than 1.0. Well 8 had SDI values between 0.8 and 2.5. Iron was not detected in any of the wells. Little dissolved oxygen was present in the water samples collected. Turbidity was 0 NTU in Wells 6 and 7 and ranged from 0 NTU to 0.33 NTU in Well 8. The average pH measurement in Wells 6, 7, and 8 was 7.7, 7.7, and 7.6, respectively. The data is provided in Tables 2 through 5.

Table 2. Well 6 Water Quality and Well Performance Data.

Pumping Rate (gpm)	Average	970	970	970	970	1,720	1,720	1,920	1,920
Time on 2/5/18	--	15:37	15:54	16:01	16:14	16:26	16:34	16:40	16:54
Elapsed Time (min)	--	0	17	24	37	49	57	63	77
Temp (deg C)	23.4	23.5	23.4	23.4	23.4	23.4	23.4	23.4	23.4
Specific Conductance (uS/cm)	11,630	10,772	11,428	11,543	11,643	11,825	11,886	11,926	12,018
TDS (mg/L)	7,562	7,019	7,430	7,503	7,569	7,684	7,727	7,751	7,809
DO (mg/L)	0.02	0.04	0.03	--	0.03	0.01	0.01	0.01	0.01
DO (%)	0.2	0.5	0.4	--	0.4	0.1	0.1	0.1	0.1
Turbidity (NTU)	0	0	0	0	0	0	0	0	0
Sulfide (ppm)	3.3	3	3	3	3.5	3.5	3.5	3.5	3.5
Soluble Iron (ppm)	ND	ND	ND	--	--	ND	ND	--	--
Total Iron (ppm)	ND	ND	ND	--	--	ND	ND	--	--
pH	7.65	7.68	7.66	7.66	7.66	7.64	7.64	7.64	7.64
Chloride (mg/L)	4,238	--	--	--	4,475	--	--	--	4,000
Rehabilitation Recommended?	no	Field Comments: SDI #1: light gray, clean SDI #2: light gray, clean SDI #3: clean, no color change or particles Rossum #1: 80% rust, 10-12 grains quartz (95%) and carbonate (5%) sand Rossum #2: < 0.1 mL, approx 10 grains, light dusting Cracked fiberglass near PSI valve, algae on wellhead pad, and main slab connection ARV needs correct screen on end.							
Pumping Rate (gpm)	1,920								
Static Water Level (ft bpl)	21.93								
Pumping Water Level (ft bpl)	24.42								
Drawdown (ft)	46.35								
Specific Capacity (gpm/ft)	41.4								
Sand Content (ppm)	0.11-0.14								
SDI (1)	0.3								
SDI (2)	0.2								
SDI (3)	0.3								

Note: Well on at 15:26 at 1390 gpm.

ND = Not detected

Table 3. Well 7 Water Quality and Well Performance Data.

Pumping Rate (gpm)	Average	0	880	900-940	900-940	1830	1830	1830	1830	1840
Time on 2/6/18	--	10:45	10:58	11:28	11:47	12:28	12:34	12:50	13:08	13:32
Elapsed Time (min)	--	0	13	43	62	103	109	125	143	167
Temp (deg C)	24.0	24.5	23.7	25.7	23.7	23.7	23.7	23.7	23.7	23.7
Specific Conductance (uS/cm)	8,932	9,210	9,063	8,647	8,648	8,751	8,902	8,975	9,050	9,142
TDS (mg/L)	5,805	5,986	5,882	5,618	5,622	5,697	5,786	5,833	5,883	5,940
DO (mg/L)	0.03	--	0.09	0.03	0.03	0.02	0.02	0.02	0.02	0.01
DO (%)	0.3	--	1.2	0.3	0.2	0.2	0.2	0.2	0.2	0.2
Turbidity (NTU)	0	--	0	0	0	0	0	0	--	--
Sulfide (ppm)	3.4	--	2.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
Soluble Iron (ppm)	ND	--	ND	ND	--	ND	--	--	--	--
Total Iron (ppm)	ND	--	ND	ND	--	ND	--	--	--	--
pH	7.70	--	7.73	7.72	7.71	7.69	7.69	7.69	7.68	7.68
Chloride (mg/L)	2,823	--	--	--	2,570	--	--	--	--	3,075
Rehabilitation Recommended?	yes	Field Comments: SDI #1: light brown, very fine to fine grain quartz (90%) and carbonate (10%) sand SDI #2: clean, no visible particles SDI #3: light brown to light gray, abundant, very fine, quartz/carbonate sand SDI #4: light gray to light brown, very fine to fine grain, quartz and carbonate sand (trace to countable) SDI #5: light gray, trace, quartz grains (about 4 grains) Rossum #1: at 21 min sand 0.08 mL, very fine to fine quartz sand (90%) and carbonate sand (10%), traces of brown particles; 1 cm length piece of fiberglass (?) total sand 0.09 mL = 0.54 ppm Rossum #2: at 16 min sand = 0.1 mL, very fine to fine quartz (80%) and carbonate (20%) sand, total sand accum = 0.11 mL = 0.85 ppm A pipe support is on a concrete block and rusty, the flange at the raw water main valve has dry rot, biofoul on wellhead, and FRP needs to be replaced near the valves.								
Pumping Rate (gpm)	1,840									
Static Water Level (ft bpl)	23.32									
Pumping Water Level (ft bpl)	-15.41									
Drawdown (ft)	38.73									
Specific Capacity (gpm/ft)	47.5									
Sand Content (ppm)	0.54-0.85									
SDI (1)	0.4									
SDI (2)	0.4									
SDI (3)	1.0									
SDI (4)	0.4									
SDI (5)	0.3									

Note: Well on at 10:46 at 880 gpm

ND = Not detected

Table 4. Well 8 Water Quality and Well Performance Data.

	Average w/o pre- pumping data	0	860-990	890-900	890-900	890-900	1690	1690	900
Pumping Rate (gpm)		0	860-990	890-900	890-900	890-900	1690	1690	900
Time on 2/5/18	—	12:11	12:49	13:14	13:29	13:34	14:10	14:12	14:27
Elapsed Time (min)	—	0	38	63	78	83	119	121	136
Temp (deg C)	23.2	25	23.2	23.2	23.2	23.2	23.1	23.2	23.1
Specific Conductance (uS/cm)	16,988	13,164	17,412	17,107	17,054	17,036	16,776	16,747	16,787
TDS (mg/L)	11,040	8,562	11,306	11,120	11,085	11,077	10,898	10,887	10,908
DO (mg/L)	0.05	0.29	0.18	0.06	0.02	0.02	0.01	0.01	0.02
DO (%)	0.5	3.5	1.7	0.7	0.3	0.2	0.1	0.1	0.3
Turbidity (NTU)	0.10	—	0.26	0	0	0	—	0.01	0.33
Sulfide (ppm)	2.0	—	1.5	2	—	2	—	2	2.5
Soluble Iron (ppm)	ND	—	ND	ND	—	ND	—	—	—
Total Iron (ppm)	ND	—	ND	ND	—	ND	—	—	—
pH	7.63	7.16	7.63	7.63	7.63	7.63	—	7.64	—
Chloride (mg/L)	5,638	—	—	—	5,875	—	—	—	5,400
Rehabilitation Recommended?	no	Field Comments: SDI#1: light gray, clean SDI#2: light gray, clean, trace amount of very fine, black deposits SDI #3: light brown to yellowish brown, dirty, traces of very fine to fine grained quartz and carbonate sand Rossum: very fine to fine quartz sand (90%) and carbonate sand (10%), traces of black/brown fragments, total sand accum < 0.1 mL, 0.35 ppm The wellhead flange is leaking, pipe supports are crooked, air release valve is leaking and needs a new screen on the end.							
Pumping Rate (gpm)	820								
Static Water Level (ft bpl)	10.7								
Pumping Water Level (ft bpl)	-5.4								
Drawdown (ft)	16.1								
Specific Capacity (gpm/ft)	50.9								
Sand Content (ppm)	0.35								
SDI (1)	1.1								
SDI (2)	0.8								
SDI (3)	2.5								

Note: Well on at 12:20 at 900 gpm

ND = Not detected

Table 5. Water Quality Data for Production Wells 6, 7, and 8 at Time of Construction and February 2018.

Water Quality Data	Units	Well 6		Well 7		Well 8	
		Completion (2001) ¹	February 2018	Completion (2002) ¹	February 2018	Completion (2007) ¹	February 2018 ²
Temperature	deg C	N/A	23.4	N/A	24.0	26.0	23.2
Specific Conductance	uS/cm	10,500	11,630	11,800	8,932	12,975	16,988
TDS	mg/L	6,600	7,562	7,280	5,805	7,000	11,040
DO	mg/L	N/A	0.02	0.30	0.03	N/A	0.05
DO	%	N/A	0.24	N/A	0.34	N/A	0.49
Turbidity	NTU	ND	0	N/A	0	2.1	0.1
Sulfide	ppm	3.2	3.3	6.4	3.4	1.0	2.0
Soluble Iron	ppm	N/A	ND	N/A	ND	N/A	ND
Total Iron	ppm	ND	ND	0.1	ND	0.14	ND
pH	pH	7.4	7.65	7.40	7.70	7.30	7.63
Chloride	mg/L	3,800	4,238	3,900	2,823	4,200	5,638
SDI	—	N/A	0.21-0.28	N/A	0.25-0.98	1.4-2.3	0.79-2.5
Sand production	ppm	N/A	0.11-0.14 ³	N/A	0.54-0.85	7	0.35

¹Water quality data from CH2M Hill and ARCADIS well completion reports.

²This data is an average of the data collected after the start of pumping.

³Trace sand accumulation of 10-12 grains in tests measuring 38 and 49 minutes.

ND = not detected; N/A = not available

Pump Testing

During pump testing, each of the three production wells was run alone and with a second well. The pumping rates for each well ranged from 500 gpm to 1920 gpm. Lower pumping rates in one well, such as the 500 gpm rate, were temporarily observed when a second well was turned on. Electronic data loggers were installed in all three, upper Floridan aquifer, production wells to monitor water levels and interference under different pumping scenarios. A description of the well testing program is provided in Table 6.

Specific Capacity

The specific capacity of a well is defined as its yield per unit of drawdown and is often expressed as gallons of water per minute per foot of drawdown. The current specific capacities of the Highland Beach production wells range from approximately 41 to 51 gpm/ft (Table 7). Historic specific capacity data were compared to data calculated during wellfield testing to determine the degree of fouling (plugging) of the well. The capacity of Well 6 has declined slightly, Well 7 has declined by nearly 60%, and Well 8 appears to have improved. Because the pump rates are lower than those used in the original pump tests, the specific capacity data is likely overestimated, as capacity tends to decrease with an increase in pumping rate.

Table 6. Well Testing Program at Highland Beach RO WTP.

Date	Time	Action	Flow Rate (gpm)			# of Trains	Notes
			Well 6	Well 7	Well 8		
2/5/2018	8:00	On site	0	910	0	1	Well 7 already running
	8:42	Started setting up data loggers in well 7 & 8, then 8.	0	910	0	1	
	12:20	Start Well 8	0	910	900	1	
	12:21	Well 7 flow rate decreased; Well 8 flow rate increased; added 2nd train	0	500	1300	2	Started collecting water quality data (Well 8)
	12:27	Well 7 flow rate increased; Well 8 flow rate decreased	0	930	930	2	
	12:31	Well 8 flow rate variable	0	930	860-990	2	
	13:02	Well 8 flow rate more steady	0	930	890-900	2	
	13:55	Increased flow rate in Well 8	0	0	1690	2	
	14:24	Train failed	0	0	0	0	
	14:25	Well 8 on and 1 train	0	0	800	1	
	15:09	All wells off	0	0	0	0	
	15:26	Well 6 turned on and 1 train	1390	0	0	1	
	15:27	Well 6 pumping rate dropping	1800	0	0	1	
	15:44	Well 6 pumping rate stabilized	970	0	0	1	Started collecting water quality data (Well 6)
	16:18	Well 6 pumping rate increased; added 2nd train	1720	0	0	2	
	16:37	Well 6 pumping rate increased	1920	0	0	2	
	17:15	Well 6 pumping rate lowered, 1 train	1020-1080	0	0	1	
2/6/2018	0:58	Well 6 ran overnight; Well 7 was turned on, then off, during the night	1020-1080	900	0	2	Pumping rates assumed based on previous pumping rates and drawdown data
	5:00	Well 7 off	970	0	0	1	Pumping rates assumed based on previous pumping rates and drawdown data
	7:40	On site	970	0	0	1	
	8:46	Well 6 running	970	0	0	1	
	9:10	Well 8 turned on; added 2nd train	970	0	830	2	
	10:18	Well 8 pumping rate dropped slightly	970	0	820	2	
	10:46	Turned off Wells 6 and 8; Turned on Well 7 with 1 train	970	0	880	1	Started collecting water quality data (Well 7)
	11:16	Well 7 pumping rate fluctuating	0	900-940	0	1	
	12:15	Well 7 pumping rate stabilized	0	910	0	1	
	12:23	Increase Well 7 pumping rate and added 2nd train	0	1830	0	2	
	13:11	Well 7 pumping rate fluctuating	0	1830-1840	0	2	
	13:20	Well 7 pumping rate stabilized	0	1840	0	2	
	14:16	All wells off	0	0	0	0	
	15:39	Wells 6 & 8 on with 3 trains; started removing well loggers	1530	0	1160	3	
	16:20	Returned to normal operations					

Table 7. Specific Capacity Following Well Construction and February 2018 Wellfield Testing.

Well	Year Constructed	Original Construction ¹		February 2018		Percent Change in Specific Capacity	Priority for Rehab
		Pumping Rate (gpm)	Specific Capacity (gpm/ft)	Pumping Rate (gpm)	Specific Capacity (gpm/ft)		
6	2001	3,000	45.5	1,920	41.4	-9%	No
7	2002	3,000	112	1,840	47.5	-58%	Yes
8	2007	2,800	38.6	820	50.9	31.9 ²	No

¹Data from CH2M HILL and ARCADIS well completion reports.

²Significantly different pumping rates between the 2 tests. Well 8 does not appear to have lost capacity.

Physical Condition of the Well Sites

Overall, the Town's wells appear to be in fairly good physical condition. Rust and chipping paint were noted on all three wellhead assemblies. Several leaks were observed, sometimes resulting in the accumulation of biofoul on the wellheads, and there were some misaligned pipe supports. A summary of the physical condition of the wellheads and the results of testing are provided in Tables 2 through 4.

File Attachments for Item:

E. Approve and authorize the Mayor to execute a Financial Advisory Services agreement with Ford & Associates for financial advisor services related to Fire Station #6 construction/renovation.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting

MEETING DATE *March 15, 2022*

SUBMITTED BY: Marshall Labadie, Town Manager

SUBJECT: Approve and authorize the Mayor to execute a Financial Advisory Services agreement with Ford & Associates for financial advisor services related to Fire Station #6 construction/renovation.

SUMMARY:

The Town desires to obtain Ford & Associates, Inc. to provide municipal advisory services for obtaining one or more loans for the construction and/or renovation of the existing Fire Station #6 and all other debt associated with Fire Station #6 construction.

FISCAL IMPACT:

\$25,000 budgeted in Fire Rescue – Professional Fees (001-522.000-531.000)

ATTACHMENTS:

Financial Advisory Services Agreement between Town of Highland Beach and Ford & Associates, Inc.

Ford & Associates, Inc. G-42 Municipal Advisor's Disclosure Statement

RECOMMENDATION:

Commission approval.

March 10, 2022

Mr. Marshall Labadie
Town Manager
Town of Highland Beach, Florida
3614 S. Ocean Boulevard
Highland Beach FL 33487

Dear Mr. Labadie,

Ford & Associates, Inc. ("Municipal Advisor") is providing **The Town of Highland Beach, Florida** (the "Town") the following information with respect to our engagement as Municipal Advisor. Ford & Associates is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the United States Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB"). The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

MSRB Rule G-42 requires us to provide information regarding any conflicts of interest that we may have and with information about where to find our SEC filings on the SEC website to any entity on whose behalf we are providing municipal advisory services. The disclosures are provided in Municipal Advisor's Disclosure Statement delivered to the together with this letter. Ford & Associates agrees to promptly amend or supplement the disclosures to reflect any material changes or additions, which shall be delivered to the and incorporated by reference as of the date thereof into this letter to the same extent as if set forth herein.

With respect to all of the conflicts disclosed in the attached Disclosure Statement, Municipal Advisor mitigates such conflicts through its adherence to its fiduciary duty to, which requires it to put the Town's interests ahead of its own interests.

Ford & Associates, Inc.

By: Jerry W. Ford

Title: President

Signature: 

Date: March 10, 2022

Exhibit 1

March 10, 2022

This Disclosure Statement is provided by Ford & Associates, Inc. to the Town of Highland Beach, Florida (the "Town") in connection with the Ford & Associates, Inc. draft Engagement Letter sent March 10, 2022 (the "Agreement") and is dated as of the same date as the Agreement. This Disclosure Statement provides information regarding conflicts of interest and legal or disciplinary events of Ford & Associates, Inc. required to be disclosed to pursuant to MSRB Rule G-42(b) and (c)(ii).

PART A – Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide disclosures to their clients relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

Material Conflicts of Interest – Ford & Associates, Inc. makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under this Agreement, together with explanations of how Ford & Associates, Inc. addresses or intends to manage or mitigate each conflict.

Multiple Jurisdictions – From time to time, the Municipal Advisor may serve as municipal advisor to other governmental entities and obligated persons within Palm Beach County, Florida (the "Other Clients") and, in such cases, owes a regulatory duty to the Other Clients just as it does to Town. The Town and the Other Clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, Municipal Advisor could potentially face a conflict of interest arising from these competing client interests. In such instances, Municipal Advisor will manage and mitigate this potential conflict of interest by adherence to our fiduciary duty to the Town which requires us to deal honestly and with good faith to School and to mitigate any conflicts of interest in a manner that will permit it to us to act in your best interests.

General Mitigation - General Mitigations – As general mitigations of Ford & Associates, Inc.'s conflicts, with respect to each of the conflicts disclosed below, Ford & Associates, Inc. mitigates such conflicts through its adherence to its fiduciary duty to the client, which includes a duty of loyalty to the Town in performing all municipal advisory activities for the Town. This duty of loyalty obligates Ford & Associates, Inc. to deal honestly and with the utmost good faith with and to act in the best interests of the Town without regard to Ford & Associates, Inc.'s financial or other interests. Specific conflicts are as outlined below:

1. **Fee-Splitting Arrangements.** If applicable and as outlined in the Ford & Associates, Inc. subsequent Engagement Letter between the Town and Ford & Associates, Inc., from time to time, Ford & Associates may use FAI Capital Management or other sub-contractors acceptable to the Town in the provision of the services for the investment of bond proceeds. In so doing, the Town shall incur no additional costs for such services. FAI Capital Management, Inc. is an SEC registered investment advisor under common ownership as Ford & Associates, Inc.
2. **Compensation-Based Conflicts.**

a. For certain services relating to the issuance of debt, or the refinancing of existing debt, the fees due under the Agreement will be based on the size of the Issue and the payment of such fees shall be contingent upon the delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for Ford & Associates to recommend unnecessary financings or financings that are disadvantageous to the Town, or to advise the Town to increase the size of an issue. This conflict of interest is mitigated by the general mitigations described above.

b. Other services under subsequent agreements may be based on hourly fees of Ford & Associates' personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the Town and Ford & Associates, Inc. do not agree on a reasonable maximum amount at the outset of the engagement, because Ford & Associates, Inc. does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described above.

Other than as described above, there are no known material conflicts of interest known to Ford & Associates, Inc. in connection with the Scope of Services under this Agreement

PART B – Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to the client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, Ford & Associates, Inc. sets out below required disclosures and related information in connection with such disclosures.

1. Material Legal or Disciplinary Event. There are no legal or disciplinary events that are material to the Town's evaluation of Ford & Associates, Inc. or the integrity of Ford & Associates, Inc.'s management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.
2. How to Access Form MA and Form MA-I Filings. Ford & Associates, Inc.'s most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <https://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001620198&owner=include&count=40&hidefilings=0> .
3. Most Recent Change in Legal or Disciplinary Event Disclosure. Ford & Associates, Inc. has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

PART C – Future Supplemental Disclosures

As required by MSRB Rule G-42, this Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Ford & Associates, Inc. Ford & Associates, Inc. will provide the Town with any such supplement or amendment as it becomes available throughout the term of the Agreement.

Dated: March 10, 2022

_____ I have received a copy of Ford & Associates, Inc. Conflict-of-Interest Disclosure Statement as required by MSRB Rule G-42.

Signed: _____

Dated: _____

TOWN OF HIGHLAND BEACH
FINANCIAL ADVISORY SERVICES AGREEMENT

THIS FINANCIAL ADVISORY SERVICES AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2022 by and between the **Town of Highland Beach**, a Florida municipal corporation, 3614 South Ocean Blvd, Highland Beach, FL (“Town”) and **FORD & ASSOCIATES, INC., FINANCIAL ADVISORS**, a Florida Profit Corporation organized and existing under the laws of the State of Florida, having its principal business office at 109 South MacDill Avenue, Tampa, FL 33629 (“Municipal Advisor”). The Town and Municipal Advisor shall collectively be referred to as the “Parties”, and each may individually be referred to as a “Party”.

RECITALS

WHEREAS, the Town desires to obtain municipal advisor(s) to provide municipal advisory services for obtaining one or more loans for the construction and/or renovation of the existing Fire Station #6, which is located at 3614 South Ocean Boulevard, Highland Beach, Florida 33487, and all other debt associated with Fire Station #6 construction (hereinafter identified as the “Project”); and

WHEREAS, the Town Manager is authorized pursuant to Section 33-2 of the Town Code to obtain the professional services of a municipal advisor(s) without utilizing a sealed competitive process or obtaining written quotes in order to ascertain the advisory services for the Project; and

WHEREAS, the Municipal Advisor has expressed the capability, willingness and expertise to perform those advisory services necessary regarding obtaining any loans or other debt associated with the Project; and

WHEREAS, the Mayor and Town Commission have approved the Town entering into this agreement with the Municipal Advisor for the purpose of providing municipal advisory services for the Fire Station #6 Construction or Renovation.

NOW THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

SECTION 1 – RECITALS

The recitals are true correct and are hereby incorporated into and made a part of this Agreement.

SECTION 2 – DEFINITIONS

Agreement: This Agreement between the Town and Municipal Advisor, including any exhibits and amendments thereto.

Town Manager: The chief administrative officer of the Town.

Town Manager
Designee: The Town staff member who is designated by the Town Manager to administer this Agreement on behalf of the Town. The Town Manager's designee shall be the _____.

Municipal Advisor: For the purposes of this Agreement, Municipal Advisor shall be deemed to be an independent Municipal Advisor, and not an agent or employee of the Town.

Services: All services, work and actions by the Municipal Advisor performed or undertaken pursuant to the Agreement as identified in Exhibit A.

Fee: Amount paid to the Municipal Advisor as compensation for Services.

Proposal Documents: Intentionally omitted.

SECTION 3 – SCOPE OF SERVICES

In consideration of the Fee to be paid to Municipal Advisor by the Town, Municipal Advisor shall provide the work and services described in Exhibit "A" hereto (the "Services").

Although Municipal Advisor may be provided with a schedule of the available hours to provide its Services, the Town shall not control nor have the right to control the hours of the Services performed by the Municipal Advisor; where the Services are performed; when the Services are performed, including how many days a week the Services are performed; how the Services are performed, or any other aspect of the actual manner and means of accomplishing the Services

provided. Notwithstanding the foregoing, all Services provided by the Municipal Advisor shall be performed in accordance with the terms and conditions set forth in Exhibit "A" and to the reasonable satisfaction of the Town Manager. If there are any questions regarding the Services to be performed, Municipal Advisor should contact the following person:

Finance Department
Town of Highland Beach
3614 South Ocean Boulevard,
Highland Beach, Florida 33487

Attn: _____, Finance Director

SECTION 4 – LIMITATIONS ON THE SCOPE OF SERVICES

The Scope of Services as described in Exhibit "A" hereto is subject to the following limitations:

- 4.1. The Scope of Services is limited solely to the services described herein and is subject to any limitations set forth within the description of the Scope of Services.
- 4.2. Municipal Advisor does not and will not serve in the capacity of an underwriter or broker dealer at any time, or as a placement agent except as permitted by the SEC and/or the MSRB. Municipal Advisor services are limited to those of an advisor and consultant to the Town for matters within the Scope of Services described herein.
- 4.3. Unless otherwise provided in the Scope of Services described herein, Municipal Advisor is not responsible for validating data or financial information provided by the Town, or for preparing any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about Municipal Advisor provided by Municipal Advisor for inclusion in such documents. Municipal Advisor is also not responsible for determining whether any disclosure of the Town makes an untrue statement of material fact or omits to state any material information or to make any determination with respect to the "materiality" of any information or whether a continuing disclosure significant event reflects "financial difficulties" of the Town.
- 4.4. The Scope of Services does not include tax, legal, accounting, or engineering advice with respect to the financing of the Project or in connection with any opinion or certificate rendered by counsel or any other person at closing and does not include review or advice on any feasibility study.

SECTION 5 – DESIGNATION OF INDEPENDENT REGISTERED MUNICIPAL ADVISOR

For the purposes of assisting the Town in securing financing for the Project, the Town has designated Municipal Advisor as an independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption") with respect to the activities

and aspects described in the Scope of Services, subject to any limitations with respect to such activities and services as may be described herein. Municipal Advisor is not responsible for verifying to another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption that it is independent (within the meaning of the IRMA exemption as interpreted by the SEC) from such party. The Town agrees not to represent, publicly or to any specific person, that Municipal Advisor is the Town's IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, that is outside the Scope of Services without Municipal Advisor's prior written consent.

SECTION 6 – MUNICIPAL ADVISOR'S REGULATORY DUTIES WHEN SERVICING THE TOWN

MSRB Rule G-42 requires that Municipal Advisor make a reasonable inquiry as to the facts that are relevant to the Town's determination whether to proceed with a course of action or that form the basis for and advice provided by Municipal Advisor to the Town.

SECTION 7 – RESPONSIBILITIES OF THE TOWN

The Town agrees to cooperate, and to cause its agents to cooperate, with Municipal Advisor in carrying out the regulatory duties identified in Section 6 above, including providing to Municipal Advisor accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, the Town agrees that, to the extent the Town seeks to have Municipal Advisor provide advice with regard to any recommendation made by a third party, the Town will provide to Municipal Advisor written direction to do so as well as any information it has received from such third party relating to its recommendation. In so doing, the Town agrees:

- 7.1. To make available to the Municipal Advisor from its files and records, all data on hand referring to the proposed financing.
- 7.2. To provide the services of the Town's attorney and of bond counsel for the preparation of resolutions or ordinances and all documents required for the authorization, validation, and issuance of an Issue, including final legal opinion and a standard 10(b)5 opinion at the time of delivery of the Issue.
- 7.3. To institute, prosecute and carry to completion the necessary litigation for the validation of the proposed Issues.
- 7.4. To provide the services of disclosure or similar counsel to prepare Official Statements, setting forth the details of the issue, including a full description of the economic and fiscal data of the Town and all other pertinent details which will permit the Town to comply with the Federal requirements for municipal securities disclosure. The Official Statement shall be available for distribution to all prospective purchasers. The Municipal Advisor will provide assistance with the preparation and/or review as noted above.

SECTION 8 – TERM

The term of this Agreement ("Term") shall commence upon execution of this Agreement by all parties hereto, and shall have an initial term of two (2) years, with two (2), one (1) year renewal options, to be exercised at the Town Manager's sole option and discretion, by providing Municipal Advisor with written notice of same no less than thirty (30) days prior to the expiration of the initial term.

Notwithstanding the Term provided herein, Municipal Advisor shall adhere to any specific timelines, schedules, dates, and/or performance milestones for completion and delivery of the Services, as same is/are set forth in the timeline and/or schedule referenced in Exhibit "A" hereto.

SECTION 9 – COMPENSATION

In consideration of the Services to be provided, Municipal Advisor shall be compensated on a fixed fee basis, in accordance with the financial advisory fees, as established in Exhibit "B" and attached hereto.

INVOICING: Invoices, if any, shall be submitted to the following address:

Finance Department
Town of Highland Beach
3614 South Ocean Boulevard,
Highland Beach, Florida 33487

REIMBURSABLES: Travel, mileage, lodging, data/technology, and communications and any other expenses incurred by the Municipal Advisor while performing the Services under this Agreement or any attachments thereto (collectively, "Reimbursable Expenses") will be billed in addition to the agreed upon Fee pursuant to the Agreement. Reimbursable Expenses are subject to prior written approval of the Town Manager or their designee. The Town shall have no obligation to pay for any Reimbursable Expenses, unless any such expenses are approved, in writing, by the Town Manager or their designee, prior to the date of the expense being incurred by the Municipal Advisor. The Town shall reimburse Municipal Advisor for such approved Reimbursable Expenses within forty-five (45) days of its receipt of such invoice.

SECTION 10 – TERMINATION

10.1 TERMINATION FOR CAUSE:

A. If the Municipal Advisor shall fail to fulfill in a timely manner, or otherwise violates, any of the covenants, agreements, or stipulations material to this Agreement, the Town, through its Town Manager, shall thereupon have the right to terminate this

Agreement for cause. Without limitation, the Town may terminate this Agreement for the following material violations of this Agreement:

- (1) Abandonment or discontinuance of Services by Municipal Advisor;
- (2) Municipal Advisor has failed to deliver Services on a timely basis;
- (3) Municipal Advisor has refused or failed to supply the necessary key personnel to provide the Services to the Town;
- (4) Municipal Advisor has failed to make prompt payment when due to sub-consultants or suppliers for any services, provided the payment is due;
- (5) Municipal Advisor has failed to obtain the approval of the Town where required by this Agreement; and
- (6) Municipal Advisor has failed in the representation of any warranties stated herein in any material respect.

Prior to exercising its option to terminate for cause, the Town shall notify the Municipal Advisor of its violation of the particular material term(s) of this Agreement, and shall grant Municipal Advisor thirty (30) days to cure such default. If such default remains uncured after thirty (30) days, the Town may terminate this Agreement upon written notice to Municipal Advisor. Immediately upon receipt of said notice of termination, the Municipal Advisor shall stop performing Services under this Agreement. Upon termination, the Town shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement, except those obligations that survive the expiration or earlier termination of this Agreement and the Town's obligation to pay Municipal Advisor in accordance with the terms and conditions of this Agreement, and reimburse Municipal Advisor for any outstanding Reimbursable Expenses.

Notwithstanding the above, the Municipal Advisor shall not be relieved of liability to the Town for damages sustained by the Town by any breach of the Agreement by the Municipal Advisor. The Town, at its sole option and discretion, shall be entitled to bring any and all legal/equitable actions that it deems to be in its best interest in order to enforce the Town's rights and remedies against Municipal Advisor. Each party shall be responsible for its own costs, including attorney's fees, in connection with any such legal/ equitable action.

10.2 TERMINATION FOR CONVENIENCE OF THE TOWN:

THE TOWN MAY ALSO, THROUGH ITS TOWN MANAGER, AND FOR ITS CONVENIENCE AND WITHOUT CAUSE, TERMINATE THE AGREEMENT AT ANY TIME DURING THE TERM BY GIVING WRITTEN NOTICE TO MUNICIPAL ADVISOR OF SUCH TERMINATION; WHICH SHALL BECOME EFFECTIVE WITHIN THIRTY (30) DAYS FOLLOWING RECEIPT BY THE MUNICIPAL ADVISOR OF SUCH NOTICE. ADDITIONALLY, IN THE EVENT OF A PUBLIC HEALTH, WELFARE OR SAFETY CONCERN, AS DETERMINED BY THE TOWN MANAGER, IN THE TOWN MANAGER'S

SOLE DISCRETION, THE TOWN MANAGER, PURSUANT TO A VERBAL OR WRITTEN NOTIFICATION TO MUNICIPAL ADVISOR, MAY IMMEDIATELY SUSPEND THE SERVICES UNDER THIS AGREEMENT FOR A TIME CERTAIN, OR IN THE ALTERNATIVE, TERMINATE THIS AGREEMENT ON A GIVEN DATE. IF THE AGREEMENT IS TERMINATED FOR CONVENIENCE BY THE TOWN, MUNICIPAL ADVISOR SHALL BE PAID FOR ANY SERVICES SATISFACTORILY PERFORMED UP TO THE DATE OF TERMINATION; FOLLOWING WHICH THE TOWN SHALL BE DISCHARGED FROM ANY AND ALL LIABILITIES, DUTIES, AND TERMS ARISING OUT OF, OR BY VIRTUE OF, THIS AGREEMENT.

10.3 TERMINATION FOR INSOVENCY:

The Town also reserves the right to terminate the Agreement in the event the Municipal Advisor is placed either in voluntary or involuntary bankruptcy or makes an assignment for the benefit of creditors. In such event, the right and obligations for the parties shall be the same as provided for in Section 6.2.

SECTION 11 – INDEMNIFICATION AND INSURANCE REQUIREMENTS

11.1 INDEMNIFICATION:

Municipal Advisor agrees to indemnify, defend and hold harmless the Town of Highland Beach and its officers, employees, agents, and Consultants, from and against any and all actions (whether at law or in equity), claims, liabilities, losses, and expenses, including, but not limited to, reasonable, attorneys' fees and costs(collectively "Losses"), for personal, economic or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Municipal Advisor, its officers, employees, agents, Municipal Advisors, or any other person or entity acting under Municipal Advisor' s control or supervision, in connection with, related to or as a result of the Municipal Advisor' s performance of the Services pursuant to this Agreement. To that extent, the Municipal Advisor shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs and reasonable attorneys' fees expended by the Town in the defense of such claims and losses, including appeals. The Municipal Advisor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Municipal Advisor shall in no way limit the Municipal Advisor' s responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents and instrumentalities as herein provided.

The parties agree that one percent (1%) of the total compensation to Municipal Advisor for performance of the Services under this Agreement is the specific consideration from the Town to the Municipal Advisor for the Municipal Advisor's indemnity agreement. The provisions of this Section 10.1 and of this indemnification shall survive termination or expiration of this Agreement.

11.2 INSURANCE REQUIREMENTS:

The Municipal Advisor shall maintain and carry in full force during the Term, the following insurance:

- A. Workers' Compensation and Employer's Liability per the Statutory limits of the state of Florida.
- B. Comprehensive General Liability (occurrence form), limits of liability \$1,000,000.00 per occurrence for bodily injury property damage to include Premises/Operations; Products, Completed Operations and Contractual Liability. Contractual Liability and Contractual Indemnity (Hold harmless endorsement exactly as written in " insurance requirements" of specifications).
- C. Automobile Liability- \$1,000,000 each occurrence - owned/non- owned/hired automobiles included.
- D. The Town must be named as and additional insured on the liability policies; and it must be stated on the certificate.
- E. Professional Liability Insurance in an amount not less than \$500,000.

The insurance must be furnished by insurance companies authorized to do business in the State of Florida. All insurance policies must be issued by companies rated no less than "B+" as to management and not less than "Class VI" as to strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent.

All of Municipal Advisor's certificates shall contain endorsements providing that written notice shall be given to the Town at least thirty (30) days prior to termination, cancellation or reduction in coverage in the policy. The Town of Highland Beach must be included by endorsement as an additional insured with respect to all liability policies (except Professional Liability and Workers' Compensation) and shall contain a waiver of subrogation endorsement.

Original certificates of insurance must be submitted to the Town's Risk Manager for approval (prior to any work and/ or services commencing) and will be kept on file in the Office of the Risk Manager. The Town shall have the right to obtain from the Municipal Advisor specimen copies of the insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required coverage.

The Municipal Advisor is also solely responsible for obtaining and submitting all insurance certificates for any sub- consultants.

Compliance with the foregoing requirements shall not relieve the Municipal Advisor of the liabilities and obligations under this Section or under any other portion of this Agreement.

The Municipal Advisor shall not commence any work and or services pursuant to this Agreement until all insurance required under this Section has been obtained and such insurance has been approved by the Town's Risk Manager.

SECTION 12 – LITIGATION, JURISDICTION/VENUE/JURY TRIAL, WAIVER

This Agreement shall be construed in accordance with the laws of the State of Florida. This Agreement shall be enforceable in Palm Beach County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Palm Beach County, Florida. By entering into this Agreement, Municipal Advisor and the Town expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of this Agreement.

SECTION 13 – LIMITATION OF EACH PARTY'S LIABILITY

The Town desires to enter into this Agreement only if in so doing the Town can place a limit on the Town's liability for any cause of action, for money damages due to an alleged breach by the Town of this Agreement, so that its liability for any such breach never exceeds the sum of the compensation/fee to be paid to the Municipal Advisor pursuant to this Agreement, less any amounts actually paid by the Town as of the date of the alleged breach. Municipal Advisor hereby expresses its willingness to enter into this Agreement with Municipal Advisor's recovery from the Town for any damage action for breach of contract to be limited to a maximum amount of the compensation/fee to be paid to the Municipal Advisor pursuant to this Agreement, less any amounts actually paid by the Town as of the date of the alleged breach.

The Municipal Advisor desires to enter into this Agreement only if in doing so the Municipal Advisor can place a limit on its liability for any claim or action arising in connection with this Agreement, excluding any insurance proceeds under the policies and insurance coverage pursuant to Section 10.2 and only if in the absence of willful misconduct, bad faith, negligence or reckless disregard of obligations or duties hereunder on the part of Municipal Advisor or any of its associated persons, Municipal Advisor and its associated persons shall have no liability to the Town for loss arising out of any issuance of municipal securities, bank loans, any municipal financial product or any other investment, or for any financial or other damages to the extent resulting from the Town's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Municipal Advisor to the Town.

The Municipal Advisor hereby expresses its willingness to enter this Agreement with the Town's recovery from Municipal Advisor, for any claim or damages from any action to be limited to a maximum of the compensation/fee to be paid or payable to the Municipal Advisor pursuant to the Agreement, excluding any insurance policy limits in the amounts as provided in Section 10.2.

Accordingly, and notwithstanding any other term or condition of this Agreement, the Town and Municipal Advisor each hereby agrees that it shall not be liable to the other for damages except as provided herein.

Nothing contained in this section or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the Town's liability, as set forth in Section 768.28, Florida Statutes.

**SECTION 14 – DUTY OF CARE/COMPLIANCE WITH APPLICABLE
LAWS/PATENT RIGHTS; COPYRIGHT; AND CONFIDENTIAL FINDINGS**

14.1 DUTY OF CARE:

With respect to the performance of the work and/or service contemplated herein, Municipal Advisor shall exercise that degree of skill, care, efficiency and diligence normally exercised by reasonable persons and or recognized' professionals with respect to the performance of comparable work and/or services.

14.2 COMPLIANCE WITH APPLICABLE LAWS:

In its performance of the work and/or services, Municipal Advisor shall comply with all applicable laws, ordinances, and regulations of the Town, Palm Beach County, the State of Florida, and the federal government, as applicable.

14.3 PATENT RIGHTS; COPYRIGHT; CONFIDENTIAL FINDINGS:

Any work product, as defined below, arising out of this Agreement, as well as all information specifications, processes, data and findings that are not within the public domain, are intended to be the property of the Town and shall not otherwise be made public and/or disseminated by Municipal Advisor, without the prior written consent of the Town Manager, excepting any information, records etc. which are required to be disclosed by Federal securities examiners, including, but not limited to the U.S. Securities and Exchange Commission, or which are to be disclosed pursuant to Court Order and/or Florida Public Records Law.

All reports, documents, articles, devices, and/or work produced in whole or in part under this Agreement are intended to be the sole and exclusive property of the Town and shall not be subject to any application for copyright or patent by or on behalf of the Municipal Advisor or its employees or sub-consultants, without the prior written consent of the Town Manager.

The term "work product" shall mean all those custom- developed reports, documents, articles, devices, and/ or work produced in whole or in part under this Agreement by Municipal Advisor specifically for the Town pursuant to Exhibit "A". For avoidance of doubt, work product does not include Municipal Advisor's administrative communications, records, files, methodologies, processes and working papers relating to the Services which remain the sole and exclusive property of Municipal Advisor. Subject to the terms and conditions here, all work product is intended to be the sole and exclusive property of the Town and shall not be subject to any application for copyright or patent by or on behalf of the Consultant or its employees or sub-consultants, without the prior written consent of the Town Manager. Notwithstanding any other provisions set forth herein, Municipal Advisor reserves all rights in and to all proprietary works of authorship created, developed or purchased by Municipal Advisor or any, third party under contract to Municipal Advisor that have not been created specifically for the Town and/or have general applicability to Municipal Advisor' s business, whether they were created prior to or during the term of this Agreement, including without limitation, methodologies, templates and documentation, as well as

copyrights, trademarks, service marks, ideas, concepts, know-how, techniques, knowledge or data, and any derivatives thereof collectively, "Municipal Advisor Information").

To the extent that Municipal Advisor incorporates any Municipal Advisor Information into the work product, upon final payment for the Services and work product under this Agreement, Municipal Advisor hereby grants to the Town a nonexclusive, nontransferable. license to use such Municipal Advisor Information solely for internal purposes and solely in connection with the Town's use of the work product in the normal course of business.

SECTION 15 – GENERAL PROVISIONS

15.1 AUDIT AND INSPECTIONS:

Upon reasonable verbal or written notice to Municipal Advisor, and at any time during normal business hours (i. e. 9AM— 5PM, Monday through Fridays, excluding nationally recognized holidays), and as often as the Town Manager may, in his/her reasonable discretion and judgment, deem necessary, there shall be made available to the Town Manager, and/or such representatives as the Town Manager may deem to act on the Town's behalf, to audit, examine, and/or inspect, any and all other documents and/or records relating to all matters covered by this Agreement. Municipal Advisor shall maintain any and all such records at its place of business at the address set forth in the "Notices" section of this Agreement.

15.2 ASSIGNMENT, TRANSFER OR SUBCONSULTING:

Municipal Advisor shall not subcontract, assign, or transfer all or any portion of any work and/or service under this Agreement without the prior written consent of the Town Manager, which consent, if given at all, shall be in the Manager's sole judgment and discretion. Neither this Agreement, nor any term or provision hereof, or right hereunder, shall be assignable unless as approved pursuant to this Section, and any attempt to make such assignment (unless approved) shall be void.

15.3 PUBLIC ENTITY CRIMES:

Prior to commencement of the Services, the Municipal Advisor shall file a State of Florida Form PUR 7068, Sworn Statement under Section 287.133(3)(a) Florida Statute on Public Entity Crimes with the Town's Procurement Division.

15.4 NO DISCRIMINATION:

In connection with the performance of the Services, the Municipal Advisor shall not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income, or family status.

15.5 CONFLICT OF INTEREST:

Municipal Advisor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of the

Services. Municipal Advisor further covenants that in the performance of this Agreement, Municipal Advisor shall not employ any person having any such interest.

15.6 MUNICIPAL ADVISOR' S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

(A) Municipal Advisor shall comply with Florida Public Records law under Chapter 119, Florida Statutes, as may be amended from time to time.

(B) The term " public records" shall have the meaning set forth in Section 119.011 (12), which means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the Town.

(C) Pursuant to Section 119. 0701 of the Florida Statutes, if the Municipal Advisor meets the definition of "Municipal Advisor" as defined in Section 119.0701(1)(a), the Municipal Advisor shall:

(1) Keep and maintain public records required by the Town to perform the service;

(2) Upon request from the Town' s custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the Agreement if the Municipal Advisor does not transfer the records to the Town;

(4) Upon completion of the Agreement, transfer, at no cost to the Town, all public records in possession of the Municipal Advisor or keep and maintain public records required by the Town to perform the service. If the Municipal Advisor transfers all public records to the Town upon completion of the Agreement, the Municipal Advisor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Municipal Advisor keeps and maintains public records upon completion of the Agreement, the Municipal Advisor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

(D) REQUEST FOR RECORDS; NONCOMPLIANCE.

(1) A request to inspect or copy public records relating to the Town' s contract for services must be made directly to the Town. If the Town does not possess the requested records, the Town shall immediately notify the Municipal Advisor of the request, and the Municipal

Advisor must provide the records to the Town or allow the records to be inspected or copied within a reasonable time.

(2) Municipal Advisor' s failure to comply with the Town' s request for records shall constitute a breach of this Agreement, and the Town; at its sole discretion, may: (1) unilaterally terminate the Agreement; (2) avail itself of the remedies set forth under the Agreement; and/ or (3) avail itself of any available remedies at law or in equity.

(3) A Municipal Advisor who fails to provide the' public records to the Town within a reasonable time may be subject to penalties under s. 119.10.

(E) CIVIL ACTION.

(1) If a civil action is filed against a Municipal Advisor to compel production of public records relating to the Town's contract for services, the court shall assess and award against the Municipal Advisor the reasonable costs of enforcement, including reasonable attorneys' fees, if: a. The court determines that the Municipal Advisor unlawfully refused to comply with the public records request within a reasonable time; and b. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Municipal Advisor has not complied with the request, to the Town and to the Municipal Advisor.

(2) A notice complies with subparagraph (1)(b) if it is sent to the Town's custodian of public records and to the Municipal Advisor at the Municipal Advisor' s address listed on its contract with the Town or to the Municipal Advisor' s registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(3) A Municipal Advisor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

(F) IF THE MUNICIPAL ADVISOR HAS QUESTIONS REGARDING THE APPLICATION (OF CHAPTER 119, FLORIDA STATUTES, TO THE MUNICIPAL ADVISOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

TOWN OF HIGHLAND BEACH:

LANELDA GASKINS, TOWN CLERK

3614 SOUTH OCEAN BOULEVARD

HIGHLAND BEACH, FLORIDA 33487

E- MAIL: lgaskins@highlandbeach.us

PHONE: 561-278-4548

SECTION 16 – NOTICES

All notices and communications in writing required or permitted hereunder, shall be delivered personally to the representatives of the Municipal Advisor and the Town listed below or may be mailed by U. S. Certified Mail, return receipt requested, postage prepaid, or by a nationally recognized overnight delivery service.

Until changed by notice, in writing, all such notices and communications shall be addressed as follows:

TO MUNICIPAL ADVISOR: Ford & Associates, Inc.
109 South Mac Dill Avenue
Tampa, Florida 33609

TO TOWN: Town Manager' s Office
Town of Highland Beach
3614 South Ocean Boulevard
Highland Beach, Florida 33487

Notice may also be provided to any other address designated by the party to receive notice if such alternate address is provided via U. S. certified mail, return receipt requested, hand delivered, or by overnight delivery. In the event an alternate notice address is properly provided, notice shall be sent to such alternate address in addition to any other address which notice would otherwise be sent, unless other delivery instruction as specifically provided for by the party entitled to notice.

Notice shall be deemed given on the date of an acknowledged receipt, or, in all other cases, on the date of receipt or refusal.

SECTION 17 – MISCELLANEOUS PROVISIONS

17.1 CHANGES AND ADDITIONS:

This Agreement cannot be modified or amended without the express written consent of the parties. No modification, amendment; or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

17.2 SEVERABILITY:

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and every other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

17.3 WAIVER OF BREACH:

A party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A party's waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

17.4 JOINT PREPARATION:

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

17.5 ENTIRETY OF AGREEMENT:

The Town and Municipal Advisor agree that this is the entire Agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

TOWN OF HIGHLAND BEACH, FLORIDA

By: _____
Douglas Hillman, Mayor

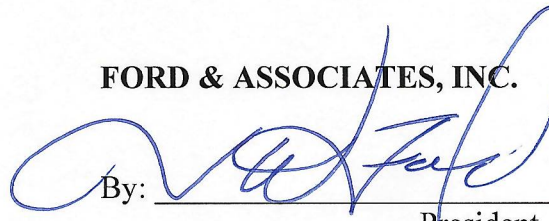
ATTEST:

Approved as to form and legal sufficiency:

Lanelda Gaskins, MMC, Town Clerk

Glen J. Torcivia, Town Attorney

FORD & ASSOCIATES, INC.

By: 
_____, President


[Corporate Seal]

STATE OF FLORIDA)

COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 10th day of MARCH, 2022 by JERRY W. FORD, as President of Ford & Associates, Inc., and who is personally known to me or who has produced the following _____ as identification.



Notary Public


Print Name: HERMINIA C. HOHMANN

My commission expires: 6/26/2025

EXHIBIT A – SCOPE OF SERVICES

The Scope of Services applies solely to the provision of those services to be provided by the Municipal Advisor in connection with one or more bank financings for the construction and/or renovation of Fire Station #6, which is located at 3614 South Ocean Boulevard, Highland Beach, Florida 33487 (each a “Financing”).

1. Services Included in the Flat Fee

- 1.1. Evaluate options or alternatives with respect to a Financing, as requested by the Town.
- 1.2. Review recommendations made to the Town by other parties with respect to a Financing, as requested by the Town.
- 1.3. Assist the Town in establishing the structure, timing, terms and other similar matters related to a Financing and prepare related financing schedules.
- 1.4. Consult and meet with representatives of the Town and its agents or consultants with respect to a Financing and attend meetings of the Town’s governing body, as requested.
- 1.5. Assist with the preparation, distribution, and evaluation of Requests for Proposals (the “RFP”) for a Financing, including assisting in the preparation and/or review, based on information provided by the Town and/or third parties of financial, statistical, and debt related information to be included in such RFP.
- 1.6. Assist the Town in responding to questions from potential respondents to the RFP.
- 1.7. As necessary, arrange and facilitate meetings with, prepare materials for, and make recommendations to the Town in connection with potential bank respondents to the RFP.
- 1.8. Work with bond counsel and other transaction participants to prepare and/or review necessary financial terms and conditions of authorizing documentation of the Town and other documents necessary to finalize and close the Issue.
- 1.9. Coordinate the closing and delivery of a Financing and transfer of funds.
- 1.10. Prepare a closing memorandum or transaction summary related to a Financing.
- 1.11. Provide such other usual and customary municipal advisory services specifically related to a Financing as may be requested by the Town.
- 1.12. Serve as an Independent Registered Municipal Advisor (“IRMA”) to the Town for issues related to a Financing.

2. Services Not Included in the Flat Fee

Advise the Town on and assist with the investment of proceeds of a Financing, including but not limited to advice on or brokerage of municipal investment products, including, but not limited to, guaranteed investment contracts, repurchase agreements, forward delivery/purchase agreements

for the investment of proceeds of the Financing, or the recommendation and brokerage of municipal escrow investments, and/or serving as bidding agent in connection with a Financing.

3. Additional Services

Should the Town desire services of the Municipal Advisor not related to a Financing and/or not specifically identified in the services outlined above, an amendment to this agreement outlining such services and the related compensation for the same mutually agreeable to the Town and to the Municipal Advisor will be required in advance of the provision of any such services.

EXHIBIT B – COMPENSATION

For performance of services identified in Exhibit A related to a Financing that are provided during the 120-day period preceding the closing date of such Financing, a flat fee of \$25,000 (the “Flat Fee”) plus reasonable out-of-pocket expenses as approved by the Town.

2. Hourly Fees

For performance of services identified in Exhibit A related to a Financing that are provided outside of the 120-day period preceding the closing date of such Financing, the Municipal Advisor shall be compensated at the hourly rates shown below:

- | | | |
|------|---------------------------|------------|
| i. | Senior Professional Staff | \$225/hour |
| ii. | Analyst Staff | \$150/hour |
| iii. | Administrative Staff | \$150/hour |

The Municipal Advisor shall provide the Town with an accounting of any such hours billed.

3. Investment of Financing Proceeds

Fees for assisting with the investment of Financing proceeds as outlined in Exhibit A item 2.1 of this agreement shall be as agreed upon in writing prior to the provision of such services. Such fees shall be limited to those necessary to comply with the Safe Harbor provisions within the “Special rule for guaranteed investment contracts and investments purchased for a yield restricted defeasance escrow” under IRC 1.148-5 as a “qualified administrative cost”, or such lesser fee as agreed to by the Town and the Municipal Advisor.

4. Payment of Fees and Expenses

Payment of fees and expenses are due and payable by check or by Federal Funds wire upon the closing of the Financing.

File Attachments for Item:

F. Approval of Highland Beach Canvassing Board Meeting Minutes

February 17, 2022 Logic and Accuracy Test MinutesFebruary 25, 2022 Canvassing Board Minutes

March 07, 2022 Canvassing Board Minutes

March 08, 2022 Canvassing Board Minutes

March 10, 2022 Canvassing Board Minutes



**TOWN OF HIGHLAND BEACH
2022 MUNICIPAL ELECTIONS
MARCH 08, 2022
LOGIC AND ACCURACY TEST MINUTES**

**Palm Beach County Supervisor of Elections
Equipment Service Center
7835 Central Industrial Dr.
Riviera Beach, Florida**

**Date: February 17, 2022
Time: 10:00 AM**

Supervisor of Elections Wendy Link introduced the County Canvassing Board Members.

I. Call to Order

Town Clerk Gaskins called the meeting to order at 10:04 A.M. followed by roll call.

II. Roll Call

Town Clerk Lanelda Gaskins, Canvassing Board Member
Vice Mayor Natasha Moore, Canvassing Board Member
Administrative Support Specialist Ganelle Thompson, Canvassing Board Member

III. Review legal advertisement for Notice of Public Meeting

Town Clerk Gaskins mentioned that Highland Beach legal advertisement for Notice of Public Meeting was posted at Town Hall and on the Town's website.

IV. Rules of the Canvassing Room

Supervisor Link introduced the SOE staff present. In addition, Supervisor Link discussed rules of the canvassing room to include phones, photography/recording, standards of conduct, and objections.

- Phones must be on silent.
- No photography or recording of signature canvassing.
- Order is to be maintained in the canvassing room.
- Objections may be made against decisions of the Canvassing Board during canvassing which will be notated in the minutes. Additional discussion by the public related to objections is not permitted during canvassing.

V. Commence Logic and Accuracy Test for the 2022 SH88 General/Municipal Elections

Supervisor Link provided an overview of the Logic and Accuracy Test procedures and introduced the Supervisor of Elections (SOE) staff assigned to conduct the testing. The Canvassing Board directed the SOE staff to proceed with the Logic and Accuracy Test; testing began at 10:14 A.M.

Vice Mayor Moore/Town Clerk Gaskins made a motion to accept the Logic and Accuracy Test results into the record. The motion carried to accept the results into the record.

VI. Direct the Palm Beach County Supervisor of Elections to have staff commence with the canvassing (opening, duplication, and tabulation) of vote by mail ballots

Town Clerk Gaskins/Administrative Support Specialist Thompson made a motion for the Canvassing Board to instruct the SOE staff to commence with the processing of VBM ballots to encompass opening, duplication, and tabulation. The motion carried, and the SOE staff was instructed to begin preparing for the processing of VBM ballots.

The Palm Beach County Supervisor of Elections staff publicly tested eighty-eight Election Day DS200s, one Early Voting DS200, seven DS850s and ten ExpressVotes. After the test was completed, the pre and post testing reports were compared, and it was confirmed that the results matched.

VII. Canvassing Guidelines

The Canvassing Board reviewed the canvassing guidelines to be utilized for the March 8, 2022 SH88 General/Municipal Elections. The following guidelines were reviewed:

- Household signature mismatch – any signature mismatch for which members of the same household sign the wrong ballot envelope will be counted if both parties have vote-by-mail requests on file and the signatures match those on record. All other mismatch ballots will be presented to the Canvassing Board for review.
- Voter Intent Addendum – The Canvassing Board will utilize the voter intent addendum agreed upon for guidance with the added discretion of the Canvassing Board to consider any voter selection patterns when determining voter intent. A copy of the voter intent addendum is attached (Exhibit A).
- Signature Cure Affidavits – For all signature cure affidavits received by the cure affidavit deadline, the Canvassing Board will designate the SOE staff to accept the ballots for which properly executed signature cure affidavits have the necessary supporting documents and the signatures match. All others will be presented to the Canvassing Board for review.

Town Clerk Gaskins/Administrative Support Specialist Thompson made a motion to accept the canvassing guidelines as presented above. The motion carried.

Administrative Support Specialist Thompson/Vice Mayor Moore made a motion to authorize the SOE staff to correct the mismatch signatures. The motion carried.

Vice Mayor Moore/Town Clerk Gaskins made a motion to direct the SOE staff to accept the ballots for which properly executed signature cure affidavits have the necessary supporting documents and the signatures match. The motion carried.

Highland Beach Logic and Accuracy Test Minutes

Date: February 17, 2022

3 of 3

Administrative Support Specialist Thompson/Town Clerk Gaskins made a motion to accept the Voter Intent Addendum as a guide. The motion carried.

Vice Mayor Moore/Administrative Support Specialist Thompson made a motion to appropriate subject time as suggested. The motion carried.

Town Clerk Gaskins adjourned the meeting at 12:10 P.M.

Minutes prepared by Lanelda Gaskins, MMC
Town Clerk



2022 General Election CANVASSING BOARD

VOTER INTENT ADDENDUM

		Resolution:	Canvassing Board Initials
A	<input checked="" type="radio"/> Candidate A <input type="radio"/> Candidate B	A	NM JS gf
B	<input checked="" type="radio"/> Candidate A <input checked="" type="radio"/> Candidate B	B	NM JS gf
C	<input checked="" type="radio"/> Candidate A <input checked="" type="radio"/> Candidate B	overvote	NM JS gf
D	<input checked="" type="radio"/> Candidate A <input checked="" type="radio"/> Candidate B	A	NM JS gf
E	<input checked="" type="radio"/> Candidate A <input checked="" type="radio"/> Candidate B	Aw B	NM JS gf
F	<input type="radio"/> Candidate A <input checked="" type="radio"/> Candidate B	B	NM JS gf
G	<input type="radio"/> Candidate A <input checked="" type="radio"/> <input type="radio"/> Candidate B	undervote	NM JS gf



2022 General Election CANVASSING BOARD

VOTER INTENT ADDENDUM

	Resolution:	Canvassing Board Initials
A	<input type="radio"/> Candidate A ← <i>undervote</i> <input type="radio"/> Candidate B	<i>NM</i> <i>JS</i> <i>JS</i>
B	<input type="radio"/> Candidate A <i>NO</i> <input type="radio"/> Candidate B <i>undervote</i>	<i>NM</i> <i>JS</i> <i>JS</i>
C	<input checked="" type="radio"/> Candidate A <input checked="" type="radio"/> Candidate B <i>A</i>	<i>NM</i> <i>JS</i> <i>JS</i>
D	<input checked="" type="radio"/> Candidate A <input checked="" type="radio"/> Candidate B <i>RW A</i>	<i>NM</i> <i>JS</i> <i>JS</i>
E	<input checked="" type="radio"/> Candidate A <input checked="" type="radio"/> Candidate B <i>A</i>	<i>NM</i> <i>JS</i> <i>JS</i>
F	<input checked="" type="radio"/> Candidate A <input checked="" type="radio"/> Candidate B <i>B</i>	<i>NM</i> <i>JS</i> <i>JS</i>
G	<input type="radio"/> Candidate A <input checked="" type="radio"/> Candidate B <i>undervote</i>	<i>NM</i> <i>JS</i> <i>JS</i>



2022 General Election CANVASSING BOARD

VOTER INTENT ADDENDUM

		Resolution:	Canvassing Board Initials
A	<input checked="" type="radio"/> Candidate A <input type="radio"/> Candidate B	A	NM JS GF
B	<input checked="" type="radio"/> Candidate A <input checked="" type="radio"/> Candidate B	yes overvote	NM JS GF
C	<input type="radio"/> Candidate A <input type="radio"/> Candidate B	REP DEM undervote	NM JS GF
D	<input checked="" type="radio"/> Candidate A <input type="radio"/> Candidate B	overvote	NM JS GF
E	<input checked="" type="radio"/> Candidate A <input type="radio"/> Candidate B	A	NM JS GF
F	<input checked="" type="radio"/> Candidate A <input checked="" type="radio"/> Candidate B	A	NM JS GF
G	<input checked="" type="radio"/> Candidate A <input checked="" type="radio"/> Candidate B	overvote	NM JS GF



**TOWN OF HIGHLAND BEACH
2022 MUNICIPAL ELECTIONS
MARCH 08, 2022
CANVASSING BOARD MEETING**

**Palm Beach County Supervisor of Elections
Equipment Service Center
7835 Central Industrial Dr.
Riviera Beach, Florida**

**Date: February 25, 2022
Time: 11:00 AM**

I. Call to Order

Town Clerk Gaskins called the meeting to order at 11:04 A.M. followed by roll call.

II. Roll Call

Town Clerk Lanelda Gaskins, Canvassing Board Member
Administrative Support Specialist Ganelle Thompson, Canvassing Board Member

Also present was Supervisor Link and the SOE staff.

III. Review legal advertisement for Notice of Public Meeting

Town Clerk Gaskins confirmed the legal advertisement for Notice of Public Meeting.

IV. Review duties of Canvassing Board

Canvassing Board members reviewed the duties of the board.

V. Commence canvassing Vote-by-Mail ballots for the 2022 Municipal Elections

The Canvassing Board members reviewed and discussed the ballots specific to no signatures, mismatch signatures and different signatures. The Canvassing Board designated the SOE staff to accept those ballots, notify the voters with the mismatch signatures or different signatures, accept those ballots, and send those voters the signature cure affidavits for which properly executed signature cure affidavits have the necessary supporting documents and the signatures match.

VI. Other Business

None.

Town Clerk Gaskins adjourned the meeting at 11:17 A.M.

Highland Beach Canvassing Board Minutes

Date: February 25, 2022

2 of 2

APPROVED on March 15, 2022, Town Commission Meeting.

ATTEST:

Douglas Hillman, Mayor

Prepared by Lanelda Gaskins, MMC
Town Clerk

Lanelda Gaskins, MMC
Town Clerk

Date

Minutes prepared by Lanelda Gaskins, MMC
Town Clerk



**TOWN OF HIGHLAND BEACH
2022 MUNICIPAL ELECTIONS
MARCH 08, 2022
CANVASSING BOARD MEETING**

**Palm Beach County Supervisor of Elections
Equipment Service Center
7835 Central Industrial Dr.
Riviera Beach, Florida**

**Date: March 07, 2022
Time: 11:00 AM**

I. Call to Order

Town Clerk Gaskins called the meeting to order at 11:09 A.M. followed by roll call.

II. Roll Call

Vice Mayor Natasha Moore, Canvassing Board Member
Town Clerk Lanelda Gaskins, Canvassing Board Member

Also present was Supervisor Link and the SOE staff.

III. Review legal advertisement for Notice of Public Meeting

Town Clerk Gaskins confirmed the legal advertisement for Notice of Public Meeting.

IV. Review duties of Canvassing Board

Canvassing Board members discussed the duties of the board. In addition, Supervisor Link commented on the duties as well.

V. Commence canvassing Vote-by-Mail ballots for the 2022 Municipal Elections

The Canvassing Board members reviewed the ballots related to different signatures, overvotes and undervotes.

VI. Other Business

None.

Town Clerk Gaskins adjourned the meeting at 11:24 A.M.

Highland Beach Canvassing Board Minutes

Date: March 07, 2022

2 of 2

APPROVED on March 15, 2022, Town Commission Meeting.

ATTEST:

Douglas Hillman, Mayor

Prepared by Lanelda Gaskins, MMC
Town Clerk

Lanelda Gaskins, MMC
Town Clerk

Date



**TOWN OF HIGHLAND BEACH
2022 MUNICIPAL ELECTIONS
MARCH 08, 2022
CANVASSING BOARD MEETING**

**Palm Beach County Supervisor of Elections
Equipment Service Center
7835 Central Industrial Dr.
Riviera Beach, Florida**

**Date: March 08, 2022
Time: 3:00 PM**

I. Call to Order

Town Clerk Gaskins called the meeting to order at 3:06 P.M. followed by roll call.

II. Roll Call

Vice Mayor Natasha Moore, Canvassing Board Member
Town Clerk Lanelda Gaskins, Canvassing Board Member

Also present was Supervisor of Elections (SOE) staff.

III. Review legal advertisement for Notice of Public Meeting

Town Clerk Gaskins confirmed the legal advertisement for Notice of Public Meeting.

IV. Review duties of Canvassing Board

The SOE staff discussed the duties of the Canvassing Board as it relates to review of military overseas vote by mail ballots.

V. Review of Meeting Minutes:

a. March 07, 2022 Canvassing Board

Town Clerk Gaskins removed the meeting minutes from the agenda.

VI. Commence canvassing Vote-by-Mail ballots for the 2022 Municipal Elections

The Canvassing Board members reviewed the military overseas duplicated ballots.

VII. Other Business

None.

The Canvassing Board remained onsite and on call for regular updates on ballot tabulation and the progress of election material delivery from the polling locations keeping within the recess requirements outlined in the Florida statute.

Highland Beach Canvassing Board Minutes

Date: March 08, 2022

2 of 2

Town Clerk Gaskins adjourned the meeting at 9:46 P.M.

APPROVED on March 15, 2022, Town Commission Meeting.

ATTEST:

Douglas Hillman, Mayor

Prepared by Lanelda Gaskins, MMC
Town Clerk

Lanelda Gaskins, MMC
Town Clerk

Date



**TOWN OF HIGHLAND BEACH
2022 MUNICIPAL ELECTIONS
MARCH 08, 2022
CANVASSING BOARD MINUTES**

**Palm Beach County Supervisor of Elections
Equipment Service Center
7835 Central Industrial Dr.
Riviera Beach, Florida**

**Date: March 10, 2022
Time: 4:30 PM**

The Canvassing Board members arrived at 4:30 P.M. and received regular update from Supervisor Links.

I. Call to Order

Town Clerk Gaskins called the meeting to order at 6:18 P.M. followed by roll call.

II. Roll Call

Vice Mayor Natasha Moore, Canvassing Board Member
Town Clerk Lanelda Gaskins, Canvassing Board Member

Also present were Supervisor Link and the Supervisor of Elections (SOE) staff.

III. Review duties of Canvassing Board

The SOE the Board was present for the updated provisional and vote by mail ballots signatures cured.

IV. Review of Meeting Minutes:

- a. March 07, 2022 Canvassing Board**
- b. March 08, 2022 Canvassing Board**

Canvassing Board members reviewed the meeting minutes.

V. Commence canvassing Vote-by-Mail ballots for the 2022 Municipal Elections

Supervisor Link provided the Canvassing Board with election results for review and acceptance.

Town Clerk Gaskins/Vice Mayor Moore moved to accept the election results.

Vice Mayor Moore/Town Clerk Gaskins made a motion for the SOE staff to proceed with update of the numbers for the signature cured vote by mail and the provisional ballots.

Town Clerk Gaskins/Vice Mayor Moore made a motion to allow the SOE staff permission to stamp the ballots related to no signatures and signature differences.

VI. Other Business

None.

Town Clerk Gaskins adjourned the meeting at 6:30 P.M.

APPROVED on March 15, 2022, Town Commission Meeting.

ATTEST:

Douglas Hillman, Mayor

Prepared by Lanelda Gaskins, MMC
Town Clerk

Lanelda Gaskins, MMC
Town Clerk

Date

File Attachments for Item:

G. Approval of Commission Meeting Minutes

January 18, 2022 Commission Meeting Minutes



TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING MINUTES

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

Date: January 18, 2022
Time: 1:30 P.M.

1. CALL TO ORDER

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

2. ROLL CALL

Commissioner John Shoemaker
Commissioner Evalyn David (joined virtually at 1:33 P.M.)
Commissioner Peggy Gossett-Seidman
Vice Mayor Natasha Moore
Mayor Douglas Hillman
Town Attorney Glen Torcivia
Town Manager Marshall Labadie
Town Clerk Lanelda Gaskins

3. PLEDGE OF ALLEGIANCE

The Town Commission led the Pledge of Allegiance.

4. APPROVAL OF THE AGENDA

Commissioner Gossett-Seidman added "Tallahassee Report" as Item 11.F. under New Business.

MOTION: Moore/Shoemaker - Moved to approve the agenda as amended, which passed unanimously 5 to 0.

5. PRESENTATIONS / PROCLAMATIONS

A. Resolution No. 2022-002

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.

Mayor Hillman introduced the item referring to Resolution No. 2022-002.

The Town Commission interviewed applicants David Axelrod and Paul Resnick. Mr. Resnick resigned from the Planning Board on March 19, 2021 and was not eligible to be appointed because he had not taken a one-year hiatus from the Board.

MOTION: Gossett-Seidman/Hillman - Moved to approve Resolution No. 2022-002 appointing Mr. David Axelrod to the Planning Board, which passed unanimously 5 to 0.

B. Resolution No. 2022-003

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 Financial Advisory Board; and providing for an effective date.

Mayor Hillman introduced this item referring to Resolution No. 2022-003.

The Town Commission interviewed applicant Edward Kornfeld.

MOTION: Gossett-Seidman/Hillman - Moved to approve Resolution No. 2022-002 appointing Mr. Edward Kornfeld and extending the term to April 30, 2025, which passed unanimously 5 to 0.

6. PUBLIC COMMENTS

Mr. Barry Donaldson provided comments about the design of the Fire Rescue Department.

7. ANNOUNCEMENTS

Mayor Hillman read the announcements as follows:

Board Vacancies

Planning Board - One vacancy for a three-year term.

Meetings and Events

January 27, 2022 - Financial Advisory Board Regular Meeting 2:00 P.M.

February 01, 2022 - Town Commission Meeting 1:30 P.M.

February 08, 2022 - Code Enforcement Board Meeting 1:00 P.M.

February 13, 2022 - Planning Board Regular Meeting 9:30 A.M.

Board Action Report

January (Informational Only)

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

8. ORDINANCES

A. Ordinance No. 2022-001 / Future Land Use Map Amendment

An Ordinance of the Town Commission of the Town of Highland Beach, Florida adopting a small-scale amendment to the Town Comprehensive Plan to amend the Future Land Use Designation a 0.8315 acre parcel of land located in the Boca Cove Development along South Ocean Boulevard approximately 300 feet south of Russell Drive, as more particularly described herein, from No Future Land Use Classification to Multi Family Low Density to correct a scrivener's error; providing for severability; providing for conflicts; and providing an effective date.

Mayor Hillman read the title of Ordinance No. 2022-001 and opened the public hearing.

Town Planner Allen presented this item. She explained the scrivener's error concerning the three parcels in the Boca Cove development that had no zoning district designation which only one of the parcels did not have a corresponding Future Land Use designation. Therefore, a small-scale amendment to the Town's comprehensive plan is required to correct the scrivener's error.

At the December 09, 2021, Planning Board meeting, the Board recommended approval of the small-scale amendment to the Town Comprehensive Plan which corrects the scrivener's error to the Future Land Use designation of parcel number 24-43-47-04-01-000-1128 from no designation to Multi Family Low Density.

There were no comments from the public. Mayor Hillman closed the public hearing.

MOTION: Moore/Shoemaker - Moved to adopt Ordinance No. 2022-001 as presented. Ordinance No. 2022-001 passed unanimously on a 5 to 0 vote.

B. Ordinance No. 2022-002 (Second Reading/Public Hearing)

An Ordinance of the Town of the Town Commission of the Town of Highland Beach, Florida, rezoning three (3) parcels of real property totaling approximately 1.03 acres located in the Boca Cove Development along South Ocean Boulevard approximately 300 feet south of Russell Drive, as more particularly described herein, from No Zoning Designation to the Residential Multiple-Family Low Density (RML) Zoning District to correct a scrivener's error; providing for severability; providing for conflicts; and providing an effective date. (First Reading was January 04, 2022)

Mayor Hillman read the title of Ordinance No. 2022-002.

Town Planner Allen presented this item.

The public hearing was opened. Mayor Hillman closed the public hearing.

MOTION: Moore/Shoemaker - Moved to adopt Ordinance No. 2022-002 as presented. Ordinance No. 2022-002 passed unanimously on a 5 to 0 vote based upon roll call.

9. CONSENT AGENDA

A. None.

10. UNFINISHED BUSINESS

A. Continuation of the Update on Highland Beach Fire Rescue Department

Mayor Hillman read the title of item 10.A. into the record.

Town Manager Labadie introduced this item and referred the thing to Mr. Sam Ferreri with PGAL.

Mr. Ferreri presented a PowerPoint presentation of the Town of Highland Beach Fire Station's Preliminary Program and Concept Drawings depicting Conceptual Approach Options: Option One, Phased Rebuilding with Temporary Station in Parking Lot, Option Two, Temporary Station, and Total Building New Three-Story on Existing Site, Option Three, Temporary Station and Total Build New Two-Story on Existing Site (No Admin or E.O.C.) and Option Four, Split Bay Station Temporary Station and Total and Building New Two-Story on Existing Site (No Admin or E.O.C.). He suggested the Town consider Option One. He indicated that Option One had the most negligible impact on the current facility.

Consultant Glenn Joseph with GC Joseph & Associates LLC spoke about the challenges of construction to an existing building, the square footage, the future direction of the emergency medical services (EMS), such as creating a hybrid

response team with more medical flexibility upstream and downstream interventions.

There were conversations about each option's estimated costs and structural components. The Town Commission suggested looking into Option Four and would like to know the negative aspects of Option Four. In addition, there were discussions about the use of poles at neighboring fire departments.

Mr. Ferreri indicated that he would bring back more information related to the negative aspects of Option Four, an example of Option One with four bays sub-option, and more research expanding on Option Four for the next Town Commission meeting (February 1, 2022). He reiterated that the floor could not be raised in Option Four, and the structure on the southside could not be hardened within the timeframe or the budget because the structure would not meet category five. Mr. Ferreri indicated that he would speak with the Building Officials about the code.

B. Continued discussion on Building Permit Pricing

Mayor Hillman read the title of Item 10.B.

Town Manager Labadie presented this item. He spoke about the budget and revenue expense report, a budget document containing information about fiscal years 2019-2022, the amended budget for 2021-2022, and the Fund Balance. There was a brief discussion on continuing the proposed discount through the end of the fiscal year.

Mayor Hillman proposed that the Town show the reduction in fees as a temporary discount. In addition, there were discussions about offering a temporary discount. In addition, there were discussions about the Fund Balance policy.

Town staff will prepare and resolution for the next Town Commission meeting.

11. NEW BUSINESS

A. Approve and authorize the Mayor to execute an agreement between the Town of Highland Beach and Terry B. Cohen, M.D., P.A. for Medical Director Services.

Mayor Hillman announced this item and suggested one motion for Items 11.A. and 11. B.

MOTION: Moore/Shoemaker - Moved to approve Items 11.A. and 11.B, which passed unanimously 5 to 0.

- B. Approve and authorize the Mayor to execute an agreement between the Town of Highland Beach and Jeniel Parmer, M.D., P.A. for Assistant Medical Director Services.**
- C. Approve and authorize the Mayor the execute an agreement between the Town of Highland Beach and Pace Branding & Marketing for ongoing marketing services.**

Mayor Hillman announced this item.

There were discussions about the inclusion of marketing communications skillsets in open job descriptions, Town Commission retaining more editorial control on future assignments, and adding stronger language to the Pace agreement under the task order. Additionally, there were discussions about the letters written by each Town Commissioners.

Town Manager Labadie provided additional comments related to the level of control in the change order provisions, the purchasing policy, and task order control.

MOTION: Moore/Shoemaker - Moved to approve Item 11.C., which passed 4 to 1 vote with Commissioner Gossett-Seidman dissenting.

D. Beach Sand Depletion. Commissioner Gossett-Seidman

Commissioner Gossett-Seidman spoke about an article in the Palm Beach Post titled "Surfside condominium basement faced underground sea-rise assault." Besides, she spoke about three municipalities in the which has a severe problem with beach sand and the issues contributing to sand depletion in Highland Beach.

E. Approval of Commission Meeting Minutes

December 21, 2021, Commission Meeting Minutes

Mayor Hillman read the title of Item 11. E.

MOTION: Moore/Gossett-Seidman - Moved to approve December 21, 2021, Commission Meeting Minutes as amended, which passed 5 to 0.

F. Tallahassee Report. Commissioner Gossett-Seidman

Commissioner Gossett-Seidman provided a report on the Legislative Session follows:

The three bills such as Fire and Rescue, swales, and crosswalks were combined in one presentation and were on the Legislative Session Subcommittees agenda today.

Last week Town Manager Labadie met several individuals.

She met and thanked County Administrator Verdenia Baker for her support on the Fire Rescue Department.

Senator Jennifer Bradley of St. Augustine sponsored the Fire and Rescue bill. Senator Tina Polsky, District 29, sponsored the two appropriations for the swales and the crosswalk lighting.

She spoke about the handwritten letters that she drafted and hand-delivered them to several chairpersons hearing the bills today along with a copied of Florida House of Representative Michael Caruso's, District 89 typed letters. She and Terisha Cuebas are tracking the appropriations.

Lastly, she spoke about a bill sponsored by Florida House of Representatives Michael Caruso's, District 89, concerning Airbnb boat rentals.

12. TOWN COMMISSION COMMENTS

Commissioner John Shoemaker asked about the report from the Forensic Auditor. Town Manager Labadie explained he has a meeting with the Forensic Auditor tomorrow. He and Town Attorney Torcivia are meeting with the City of Delray Beach Legal Team about the contract. He also mentioned that Bob is still looking at the numbers.

Commissioner Shoemaker commented about the traffic on State Road A1A and the Coffee with the Mayor event. In addition, he commented about problems with the referendum questions. Lastly, he spoke about the boating accidents and the timely decision to implement the Highland Beach Police Department Marine Division.

Commissioner Evalyn David understood Commissioner Shoemaker's concern about the traffic.

Commissioner Peggy Gossett-Seidman had no comments.

Vice Mayor Natasha Moore thanked Mayor Hillman for the additional time commitments in making the Coffee with the Mayor.

Mayor Douglas Hillman spoke about setting the strategic priorities. Town Manager Labadie will schedule a special meeting to discuss the strategic priorities list. Mayor Hillman also suggested adding Seawall Height to the strategic priorities list as well as beaches and dunes. Then he suggested inviting the Natural Resources Preservation Advisory Board members back and an educational program. He also mentioned that the Commission is overdue to bring Greg Babij back.

13. TOWN ATTORNEY'S REPORT

Town Attorney Torcivia had nothing to report.

14. TOWN MANAGER'S REPORT

Town Manager Labadie provided a report on the following:

A Special Meeting for Strategic Planning.

He commended Commissioner Gossett-Seidman's for her hard work in Tallahassee.

He spoke about Senate Bill 280 infringing on municipalities adopting local ordinances. He suggested that the Town Commission might consider drafting letters.

He mentioned that the community needs to know the Town Commission's good work.

Mayor Hillman spoke about the accomplishments he presented at the last Town Commission meeting and how to disseminate that information to the residents. There were conversations about communicating with the residents and a strategic session regarding communication.

The Fire Rescue project was progressing along.

15. ADJOURNMENT

The meeting adjourned at 5:47 P.M.

APPROVED on March 15, 2022, Town Commission Meeting.

ATTEST:

Douglas Hillman, Mayor

Transcribed by Ganelle Thompson
Administrative Support Specialist

Lanelda Gaskins, MMC
Town Clerk

Date

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