



Town of Highland Beach Notice of Public Meeting Protocol

The Town of Highland Beach is committed to serving the needs of the public.

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

ZOOM PARTICIPATION:

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

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

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

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

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

PROVIDING PUBLIC COMMENT:

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

TO SEND COMMENTS IN ADVANCE VIA EMAIL:

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

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

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



TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING AGENDA

Tuesday, February 21, 2023 AT 1:30 PM

TOWN HALL COMMISSION CHAMBERS

3614 S. OCEAN BOULEVARD
HIGHLAND BEACH, FL 33487

Town Commission

**Douglas Hillman
Natasha Moore
Evalyn David
John Shoemaker
David Stern**

**Mayor
Vice Mayor
Commissioner
Commissioner
Commissioner**

**Marshall Labadie
Lanelda Gaskins
Glen J. Torcivia**

**Town Manager
Town Clerk
Town Attorney**

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

A. Resolution No. 2023-001

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.

B. Police Officer of the Year Award

6. **PUBLIC COMMENTS**

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

A. Barbara Nestle Letter

7. ANNOUNCEMENTS**Board Vacancies**

Board of Adjustment and Appeals: Two (2) vacancies, all for three-year terms

One (1) vacancy for an unexpired term ending September 21, 2024

Financial Advisory Board:

One (1) vacancy for an unexpired term ending April 30, 2024

Natural Resources Preservation Advisory Board:

Three (3) vacancies for unexpired terms ending April 30, 2024

Meetings and Events

March 01, 2023 - 6:00 P.M.

Educational Outreach Night hosted by the Natural Resources Preservation Advisory Board

March 07, 2023 - 1:30 P.M.

Town Commission Meeting

March 09, 2023 - 9:30 A.M.

Planning Board Regular Meeting

March 14, 2023 7:00 A.M. – 7:00 P.M

Highland Beach General Election

March 15, 2023 - 11:00 A.M.

Code Enforcement Board Regular Meeting

Board Action Report

None.

8. ORDINANCES

A. None.

9. CONSENT AGENDA (These are items that the Commission typically does not need to discuss individually, and which are voted on as a group).

A. None.

10. UNFINISHED BUSINESS

- A. Fire Rescue Implementation Update
- B. Florida Department of Transportation (FDOT) RRR Project Update
- C. Selection of Town Entry Signage Design Contest Finalists
- D. 2022-2023 Strategic Priorities Plan Update and Review

11. NEW BUSINESS

- A. Approval of Meeting Minutes

February 07, 2023 - Commission Meeting Minutes

- B. Consideration to approve and authorize the Mayor to execute a five-year agreement with Flock Group, Inc. for the license Plate Recognition Cameras.
- C. Resolution No. 2023-004

A Resolution of the Town Commission of the Town of Highland Beach, Florida, amending Resolution No. 2022-020, which appropriated funds for the 2022-2023 fiscal year budget, and providing an effective date.

12. TOWN COMMISSION COMMENTS

Commissioner David Stern

Commissioner Evalyn David

Commissioner John Shoemaker

Vice Mayor Natasha Moore

Mayor Douglas Hillman

- 1. Beach Condo Association Presentation

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

- 1. Planning Project Updates
- 2. Sanitary Sewer Project Update
- 3. City of Delray Beach Update

15. ADJOURNMENT

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

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

File Attachments for Item:

A. Resolution No. 2023-001

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.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Commission Meeting
MEETING DATE February 21, 2023
SUBMITTED BY: Ganelle Thompson, Administrative Support Specialist
SUBJECT: Resolution No. 2023-001

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.

SUMMARY:

Consideration of Resolution No. 2023-001 ratifying the selection, appointments, and term of office of members of the Natural Resources Preservation Advisory Board; and providing for an effective date.

On November 22, 2022, Mr. David Stern resigned from the Board, which created one (1) vacancy for an unexpired term ending April 30, 2023. Additionally, a full three year term becomes available after April 30, 2023.

The Town Clerk's Office received one board application for Town Commission's consideration. Currently, there is one open vacancy for a new applicant to serve as a member of the Board. The applicant's names are as follows:

Appointment

Mark Zarrilli ()

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

FISCAL IMPACT:

N/A

ATTACHMENTS:

Chairperson Vetting Memorandum and Mark Zarrilli Application
Resolution No. 2023-001

RECOMMENDATION:

With the Commission's consideration, Staff recommends the adoption of Resolution No. 2023-001 for the applicant to serve an unexpired term ending April 30, 2023, and a three-year term ending April 30, 2026.



MEMORANDUM

TO: Lanelda Gaskins, MMC, Town Clerk

FROM: Ron Reame

DATE: 01/03/2023

SUBJECT: Initial Vetting of Applicant:

=====

On 01/03/2023 (date), I met with Mark Zarrilli (applicant's name) to discuss his/her community involvement, education, professional experiences and the positive impact he/she could bring to this Board for the betterment of the Highland Beach community.

Detail Explanation:

I recommend Mark Zarrilli for the FAB. Mark has an excellent financial background for this position. He spent 35 years on Wall Street and understands what a solid balance sheet should look like. Mark also has spent a great deal of time in real estate development and is an Electrical Engineer. He will add positively to our Board.

Thanks

Ron

Based upon my review of the Resume', the Board Application and the Interview today, my recommendation is as follows:

For the Appointment of this Applicant

Against the Appointment of this Applicant



 Signature of Board Chairperson



Town of Highland Beach

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

BOARDS AND COMMITTEES APPLICATION

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

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

NAME: Mark D. Zarrilli PHONE: 732 266 0637

HOME ADDRESS: 3912 S Ocean Blvd APT. NO. 901

SUBDIVISION: Regency EMAIL ADDRESS: MarkZ212@gmail.com

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

- | | |
|-----------------------------------------|-----------------------------------------------|
| <u>X1</u> Board of Adjustment & Appeals | <u>5</u> Code Enforcement Board |
| <u>2</u> Financial Advisory Board | <u>4</u> Natural Resources Preservation Board |
| <u>3</u> Planning Board | <u>6</u> Other Board /Committee |

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

- Are you a resident of Highland Beach? Yes X No _____
- Are you a registered voter in Highland Beach/Palm Beach County, FL? Yes X No _____
- Are you currently serving on a Town Board? Yes _____ No X
- Have you ever served on a Town Board/Committee? Yes _____ No X
- If so, please indicate the Board(s)/Committee(s)? _____ Date of Service: _____
- Are you willing to attend monthly board meetings? In Person / Telecom Yes X No _____
- Per Town Code of Ordinance, I understand any member absence from three (3) consecutive meetings will be considered as resignation from the board/committee. Yes X No _____

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

35 year career in Fixed Income Securities
Registered Series 7 Series 63
AAS Elec. Eng
BA Liberal Arts
Author

Please summarize your volunteer experience(s):

Built or renovated 12 homes since 2006.
Permit applications, eng footing to C/O

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


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

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

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



Signature of Applicant



Date

Resume Attached.



RESOLUTION NO. 2023-001

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.

WHEREAS, Chapter 2, Article V, Division 4, Sec. 2-155 of the Town's Code of Ordinances establishes the Financial Advisory Board and governs the membership, qualification, function, and rules of the Financial Advisory Board; and

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

WHEREAS, on November 22, 2022, one (1) board member resigned, thereby opening one (1) vacancy on the Board; and

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

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

WHEREAS, the Vice Chairperson of the Financial Advisory Board interviewed the applicant and recommends that the Town Commission appoint one applicant to the Board; and

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

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

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

Section 2. Consistent with the Town’s Code of Ordinances, one (1) member has been selected by the Town Commission to serve on the Financial Advisory Board for an unexpired term ending April 30, 2023, and for a three-year term ending April 30, 2026, as follows:

Board Member	<u>Mark Zarrilli</u>
---------------------	----------------------

Section 3. This Resolution shall become effective upon adoption.

DONE AND ADOPTED by the Town Commission of the Town of Highland Beach, Florida, this **21th** day of **February** 2023.

Douglas Hillman, Mayor

ATTEST:

REVIEWED FOR LEGAL SUFFICIENCY:

Lanelda Gaskins, MMC
Town Clerk

Glen Torcivia
Town Attorney

VOTES:

YES NO

Mayor Douglas Hillman

Vice Mayor Natasha Moore

Commissioner David Stern

Commissioner Evalyn David

Commissioner John Shoemaker

File Attachments for Item:

A. Barbara Nestle Letter

**Barbara Nestle
Highland Beach, FL**

February 12, 2023

To:

Lanelda Gaskins, Town Clerk
Douglas Hillman, Mayor
Natasha Moore, Vice Mayor
Town of Highland Beach, FL, 33487

Re: Leaf blowers

Dear Mrs Gaskins:

I am aware that leaf blowers are currently being discussed in the Commission but have only been put as a “planned” item (7) on your strategic priority list. Please put this letter on the **agenda for the Commission meeting on February 21, 2023**. I would appreciate to see more urgency in an ordinance heavily regulating leaf blowers.

Many landscapers and private individuals in Highland Beach use polluting and noisy gas-powered leaf blowers which have been banned in many villages and towns of our caliber.

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

There is a lot of science behind this, lowlights include:

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

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

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

Source: https://static1.squarespace.com/static/57e80a57414fb52bddd431f1/t/5866b8252994ca4cb330a4de/1483126855570/margin-corrected-Leaf-Blower-Fact-Sheet-%2812_12_2016%29+%281%29.pdf

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

We should as soon as possible discuss a **regulation stipulating that no leaf blower may be operated except one (1) 65 dB(A) electric or battery powered leaf blower per lot during the permitted hours** (TBD), with further specifications about allowed types and some exemptions for larger lots. After a storm or emergency, the mayor could temporarily suspend the law. Violations should end in suspensions for 60 days or longer and shall be subject to penalty.

I appreciate your attention and look forward to hearing an update during the Commission meeting.

Best regards,

Barbara Nestle

File Attachments for Item:

C. Selection of Town Entry Signage Design Contest Finalists



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting
MEETING DATE 2/21/2023
SUBMITTED BY: Town Manager's Office
SUBJECT: Selection of Town Entry Signage Design Contest Finalists

SUMMARY:

On August 25th, 2022, the Town Entry Signage Design Contest commenced, allowing the public to submit designs intended to replace the town's current entry signage. The deadline to submit designs was February 10th, 2023. The Town received 30 designs, from which the Commission shall select finalists to be voted on by town residents.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Town Entry Signage Design Contest Submissions

RECOMMENDATION:


Select design finalists to be voted on by town residents.

Town Entry Sign Submittals	
Name of Submitter	Date Submitted
Mac Shaw Hyman	9/13/2022
Ron Bennett	9/22/2022
Mary Licata	10/3/2022
Michael Yelson	10/9/2022
Mitchell Hersh	11/16/2022
Catherine Chiaia	12/12/2022
Roberta Kruta	12/15/2022
Kelsey Gibson	12/27/2022
Brian DeMoss	1/12/2023
Peter Kosovsky	1/16/2023
Jackie DeHart	1/18/2023
Barbara Nestle and family	1/19/2023
Ben Stern	1/19/2023
Michelman Barnet	1/23/2023
Linda Cooper	1/27/2023
Maraj Family	1/27/2023
Alexandra W Baker	2/3/2023
Tina Wolf	2/3/2023
Angelo Bologna	2/7/2023
Steven & Ching Satter	2/8/2023
Fran Rizzuto	2/10/2023
Jillian Gorycki	2/10/2023
Joe McGranahan	2/10/2023
Lucia Milani	2/10/2023
Mark Baratta	2/10/2023
Mark Ganguzza	2/10/2023

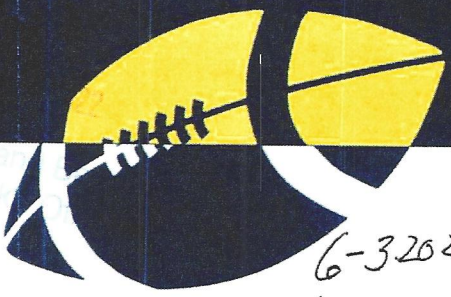
Work prepared by Mac Shaw Hyman for the State of Illinois, Department of Transportation
Copyright © 2012 Mac Shaw Hyman. All rights reserved. No part of this work may be reproduced or transmitted in any form or by any means electronic or mechanical, including photocopying and recording, or by any information storage or retrieval system, without the prior written permission of Mac Shaw Hyman.



add it as a submission



Ron M. Bennett • (561) 350-9615
Monterey House Condo
3114 S. Ocean Blvd., #402
Highland Beach, FL 33487



"Home of the Big House"

DEAR TOWN BOARD -

6-32022

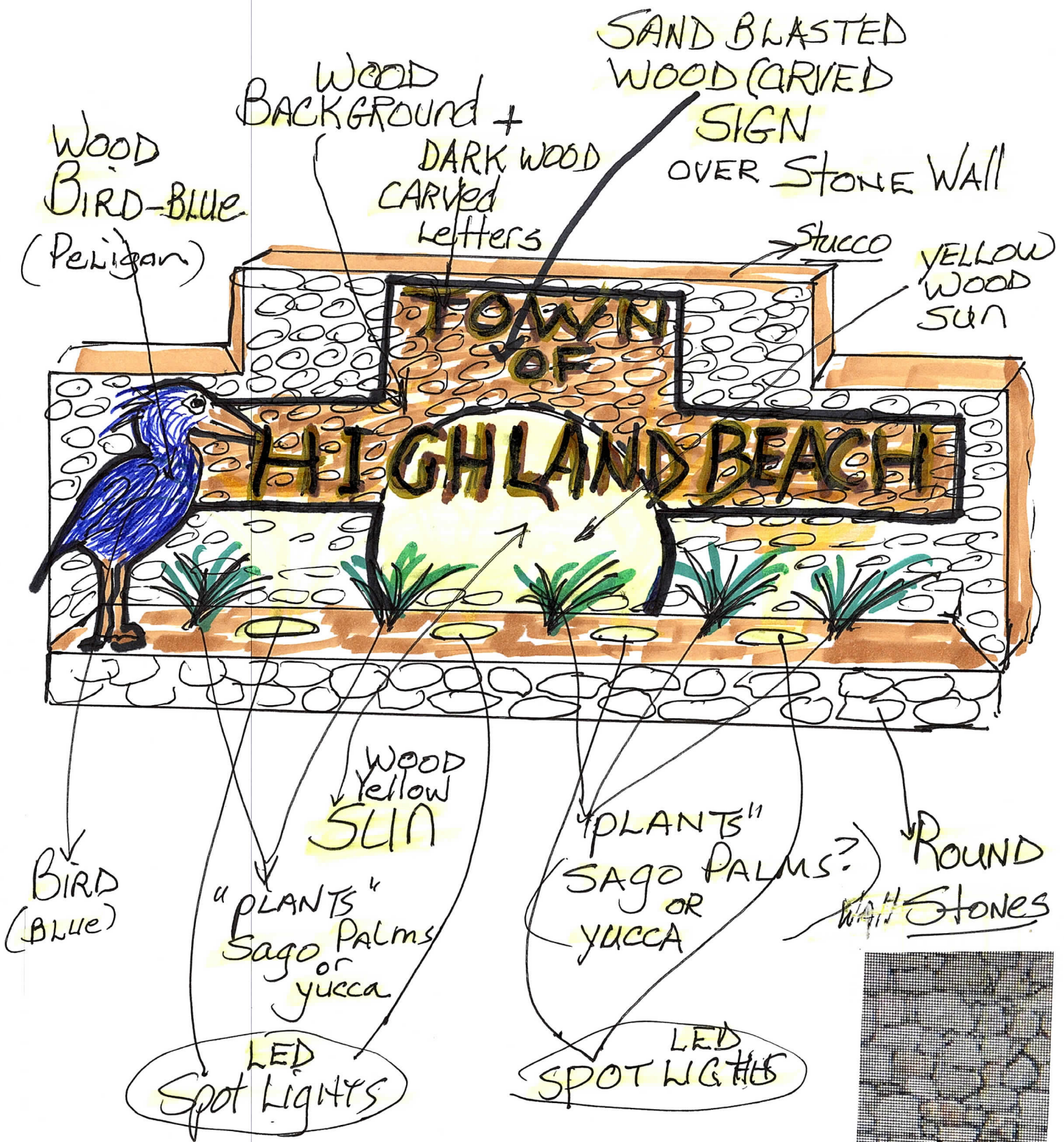
LOOK BACK & I SENT LETTER
TO ALL OF YOU ABOUT NEW
SIGNS ENTERING HIGHLAND BEACH
BUT NEVER HEARD A WORD!

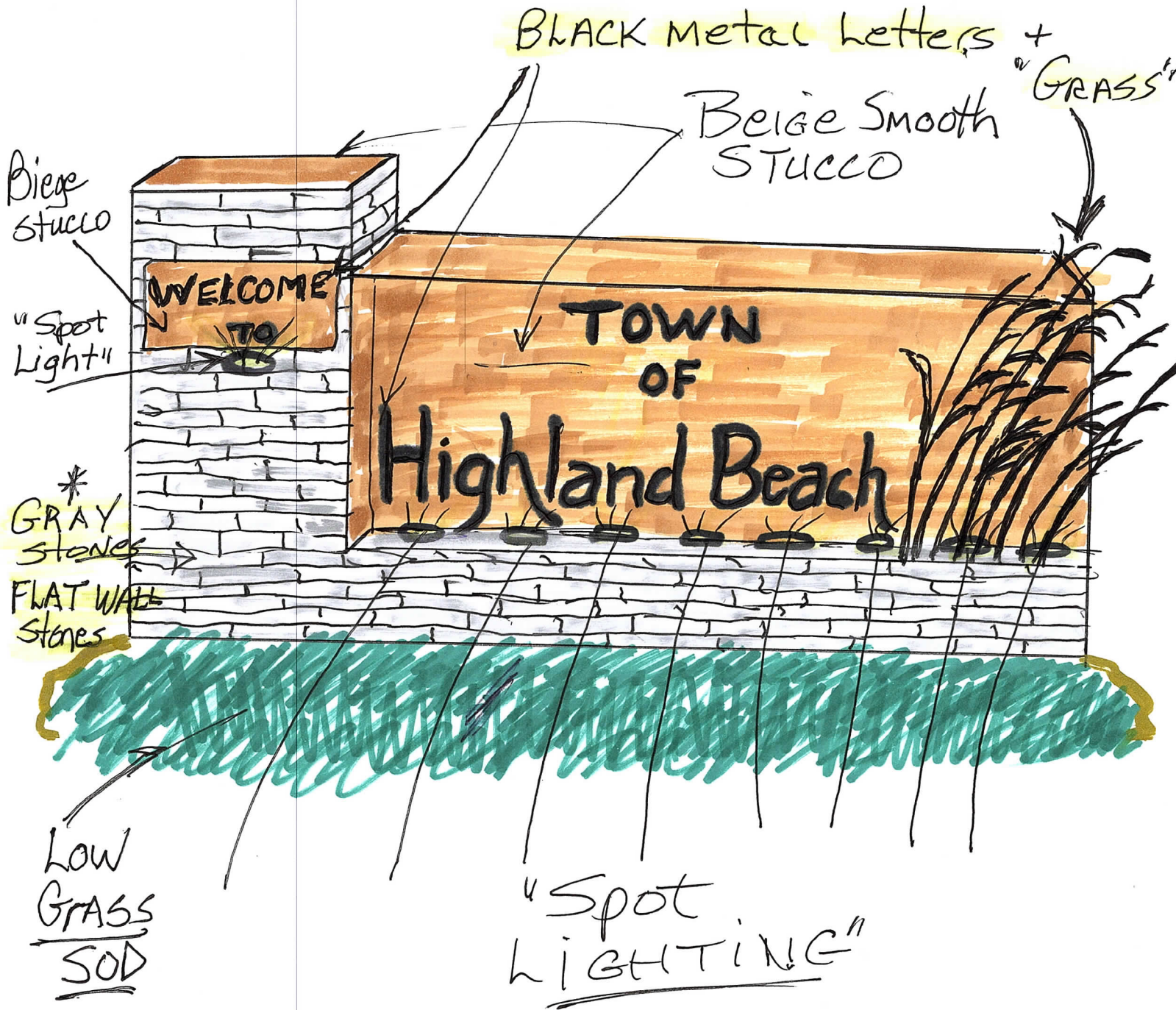
1 OUR FLAG COMING IN TO
TOWN IS A JOKE! LOOK SO OLD
& WORN OUT! I ALSO SAID IF
YOU LOOK AT ENTRY SIGNS TO
BOYTON BEACH OF FEDERAL HWY
BY WALMART I THINK IS VERY
GOOD LOOKING & DESIGN! GOOD LUCK
WITH WHAT YOU COME UP WITH BUT
BE SURE YOU INCLUDE THE FLAGS?

THANKS
Ron Bennett

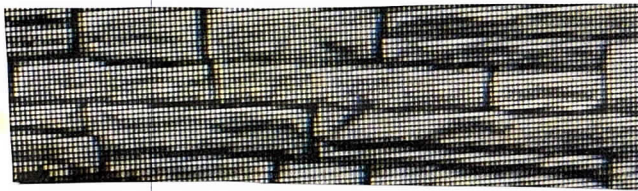




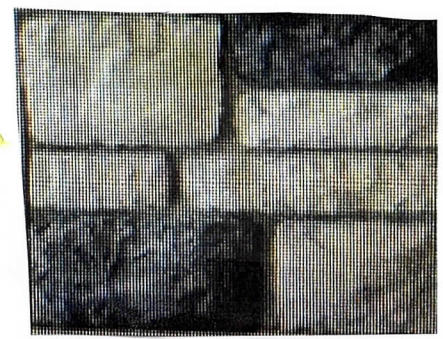




* WALL STONES →

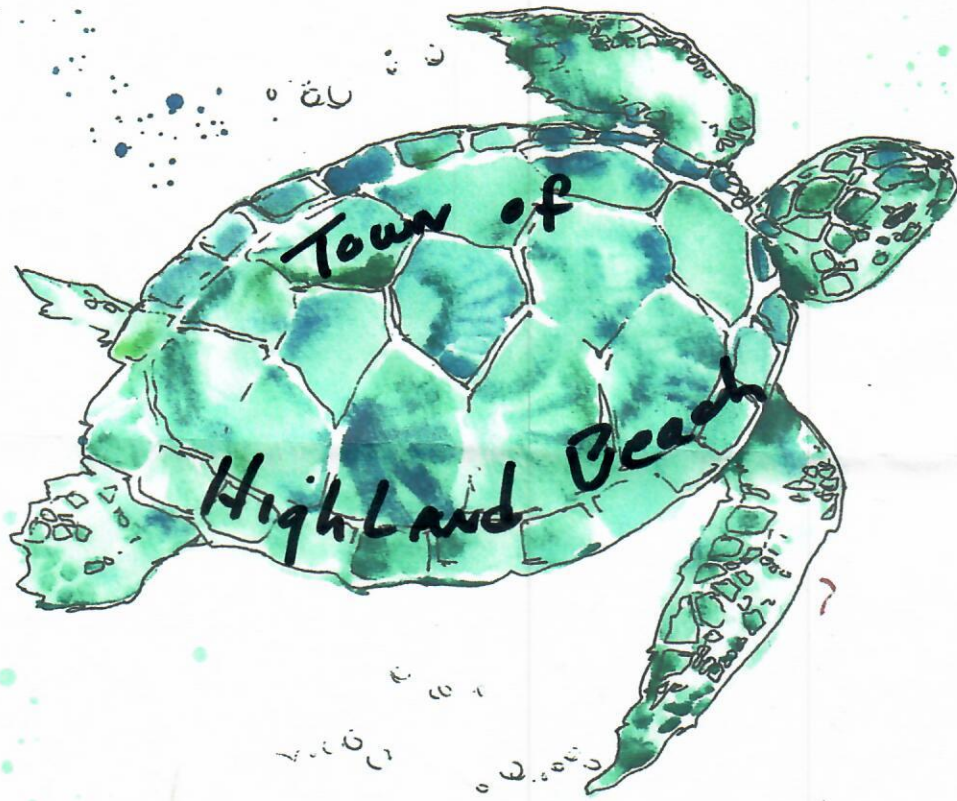


OR ↕



Michael Yelson
 3596 S. Ocean Blvd.
 Unit #3-107
 Highland Beach, Florida, 33487





Catherine Chiaia
3407 S Ocean Blvd 3C
Highland Beach Fl.

561 504 0917

From: [Roberta Kruta](#)
To: [Town Sign](#)
Subject: Highland Beach sign
Date: Monday, December 5, 2022 3:06:58 PM

I am submitting this rendering, am a long time resident of Highland Beach
Roberta 561-350-8850



Sent from Roberta @ Jeweliards

From: [Roberta Kruta](#)
To: [Town Sign](#)
Subject: Highland Beach sign
Date: Monday, December 19, 2022 10:23:36 AM

Let me know when you receive this entry, Roberta

Sent from Roberta @Jeweliards

Begin forwarded message:

From: Roberta Kruta <trugems@aol.com>
Date: December 19, 2022 at 10:19:06 AM EST
To: Roberta Kruta <trugems@aol.com>
Subject: Highland Beach sign



Sent from Roberta @Jeweliards

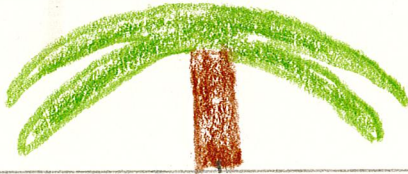




- USE METAL
- RAISED LETTERS
- Painted accordingly
- 6 FT x 4 FT
- CEMENT BASE

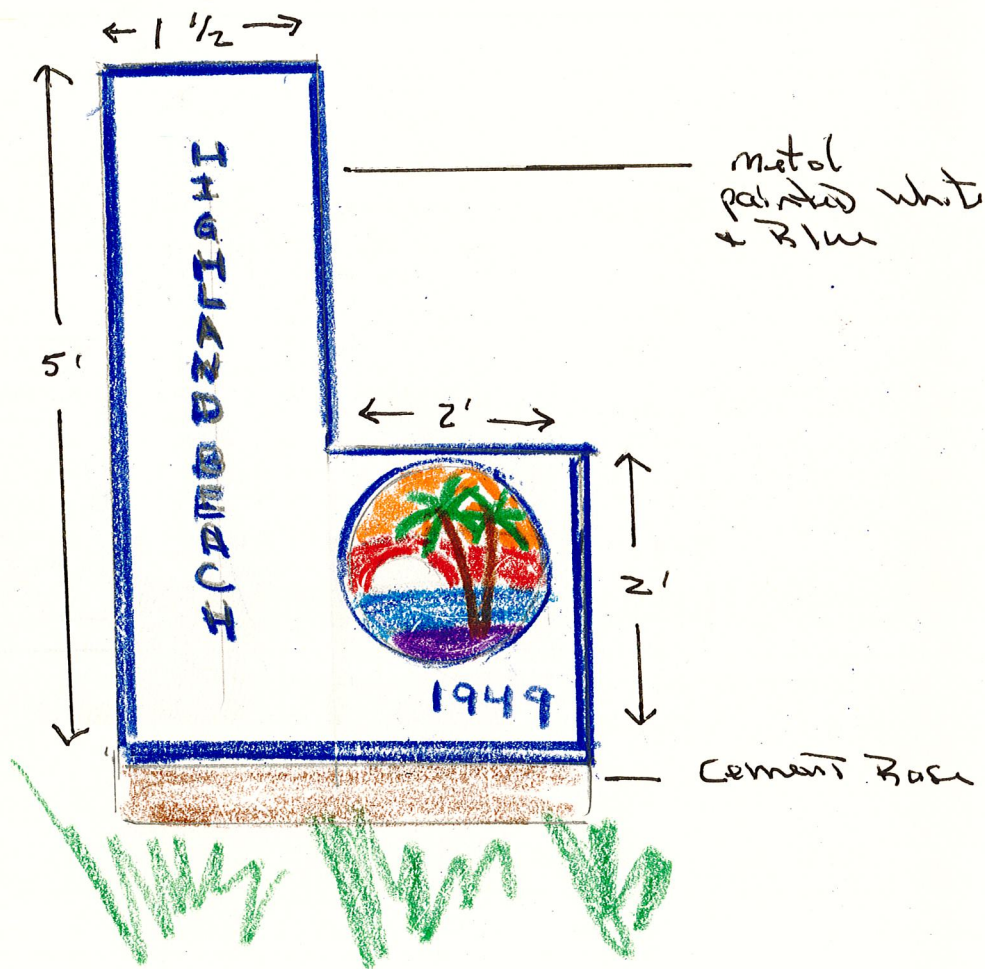


OR



SAME SIGN ONE TREE / PALM

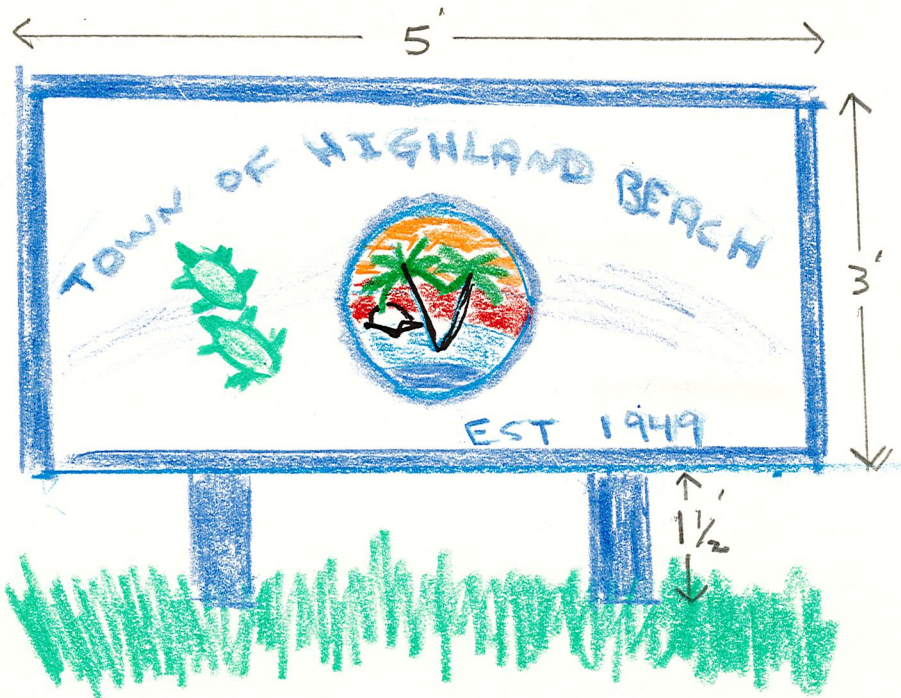
Brian W. Moss
4740 S. Ocean Blvd
715
561-221-5571



Brian DeMoss
4740 S. Ocean Blvd #715
561-221-5571

1/12/23

- Blue on white
- RAISED Lettering
- raised Emblem
- raised Turtles



Brian DeMoss
 4740 S. Dean Blvd
 #715
 561-221-5571

From: [Peter Alan](#)
To: [Town Sign](#)
Subject: Sign, Design #1
Date: Saturday, January 14, 2023 4:35:03 PM

1/14/23

To whom it may concern,

The below design can be stretched horizontally (or vertically) and the "WELCOME TO HIGHLAND BEACH" wordage can be moved further away from the silhouettes depending upon the final dimensions. I believe the size of our present signs are appropriate but that they are displayed too low and that the new signs should be raised one-two feet higher. I believe the sign can be made of weatherproof composites for \$6,000.00-\$15,000.00. You can also reverse colors and make the background black and the silhouette and lettering done in glow in the dark white paint.

Thank you for your consideration,
Peter Kosovsky, M.D.

From: flyphishing@hotmail.com
Subject: Sign



From: Peter Alan
To: Town Sign
Subject: SIGN design #2
Date: Saturday, January 14, 2023 5:37:36 PM

1/14/23

To whom it may concern,

The following sign design of the double rainbow over Highland Beach can be altered by having a curved top which parallels the rainbows. The dimensions should be similar to the present signs but displayed 2-3 feet higher. The signs can be made of composite weatherproof materials for reasonable costs.

Thank you for your consideration,
Peter Kosovsky, M.D.

From: flyphishing@hotmail.com
Subject: SIGN



From: [Peter Alan](#)
To: [Town Sign](#)
Subject: Sign design #3
Date: Monday, January 16, 2023 8:00:17 PM



This simple palm tree silhouette at sunset over Highland Beach represents the tranquility of our beachfront community. The wordage can be moved and the font changed, if necessary.
Thank you for your consideration,
Peter Kosovsky, MD



Fonts can easily be switched out on any design.

From: [Barb Nestle](#)
To: [Town Sign](#)
Cc: [Barb Nestle](#)
Subject: Town sign: driftwood, rocks, waves
Date: Thursday, January 19, 2023 2:05:41 PM
Attachments: [entrance sign design - Google Search.png](#)

Dear town sign team,

Thanks so much for including residents in the choice of a new town sign.

Highland Beach stands for beautiful nature, stunning endless private beaches and a critical reef/rocks protecting us from erosion. The town sign should reflect our nature values and be a modest representation of our paradise.

This is why our family came up with the idea of including driftwood as a symbol of all the beautiful tropical wood that gets washed ashore here. We also like to emphasize the beauty and importance of our Yamato rock, and the reefs that protect us.

Hence we could see a design similar to the below picture of Riverstone, vertical driftwood on a rock with metal or wooden letters for the city name in a wavy design. We envision the design to be a lot less modern than the sample, much more in flow with nature and made of durable drift wood based on the kind of rocks that we have here on our shore.

We do not have a design drawing, but driftwood, the rocks and some waves in the letters for the town name is what we would suggest. If you like the idea, we can try to draw and visualize it :)

Best wishes,

Barbara Nestle and family
4605 S Ocean Blv

11:26 ↗



Pinterest





Riverstone Estate Entry Sign | Entrance signage, Exterior...

[Visit](#)

Images may be subject to copyright. [Learn More](#)

Related content



Your Print Group
Led Signage | Sunshine...



Signmakers
Estate Signs – Signmakers



Q entrance sign design

Sent from my iPhone

From: [Ben and Mayra Stern](#)
To: [Town Sign](#)
Subject: Highland Beach Town Sign
Date: Thursday, January 19, 2023 1:15:52 PM

Hello,

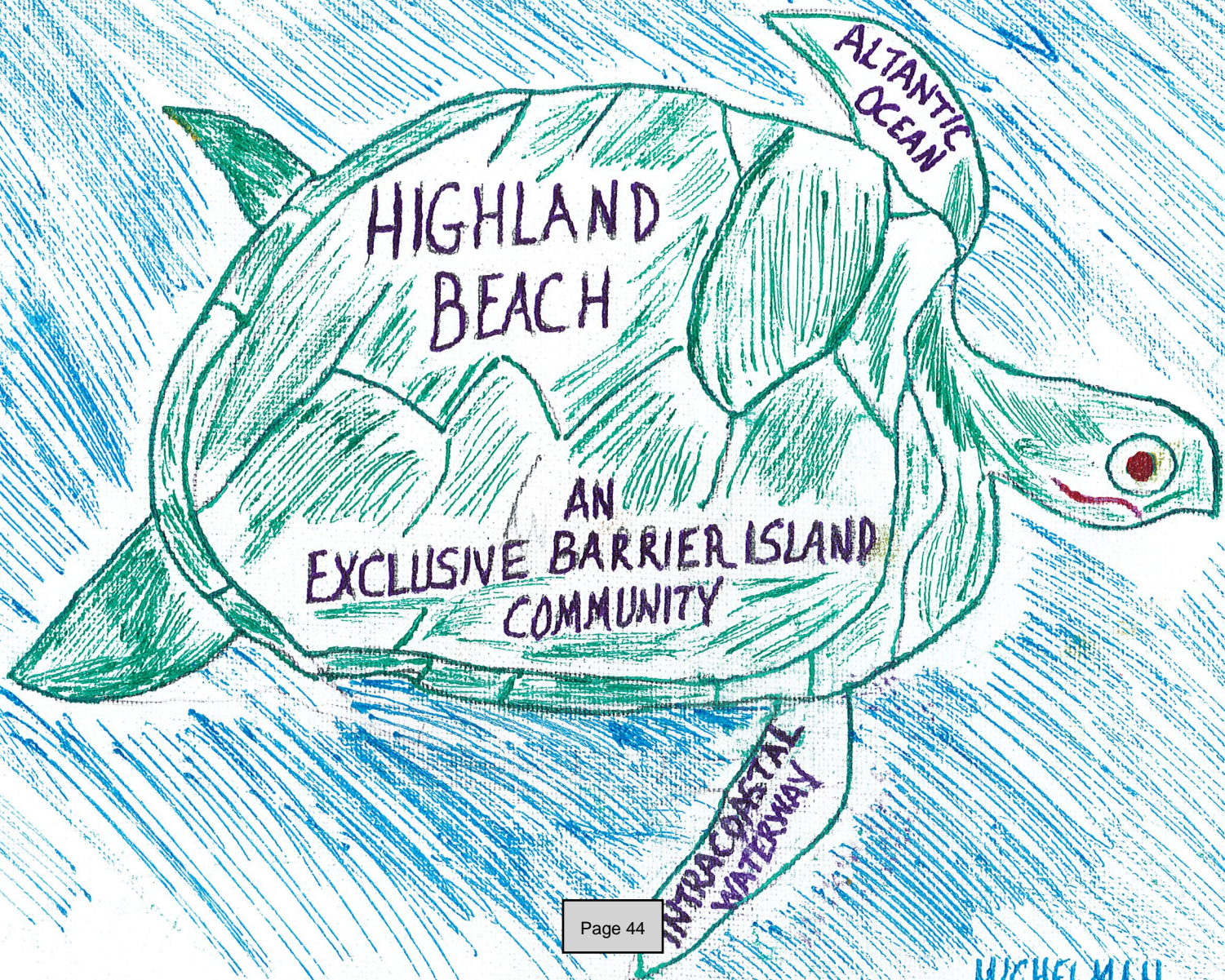
I have attached my rough draft idea for the new Highland Beach Entrance Signs. Since I am not an artist, I pasted pictures of the items that I want to see on the design. The sea life and shells, which are all indigenous to our beach, should be raised out from the main panel to give a 3-D effect (sizes and colors can be adjusted). The background of the sign should either look like sand or could even be real sand from our beach which would be glued and sealed on. The 2 side poles should look like the wood poles that pelicans are usually seen sitting on near docks, and the pelicans should be crafted to look as real as possible.

Please contact me should you have any questions. Otherwise, I look forward to seeing my enchanting and uplifting design on South Ocean Boulevard as I enter our beautiful beach town!

Thank you,

Ben Stern
Toscana Resident



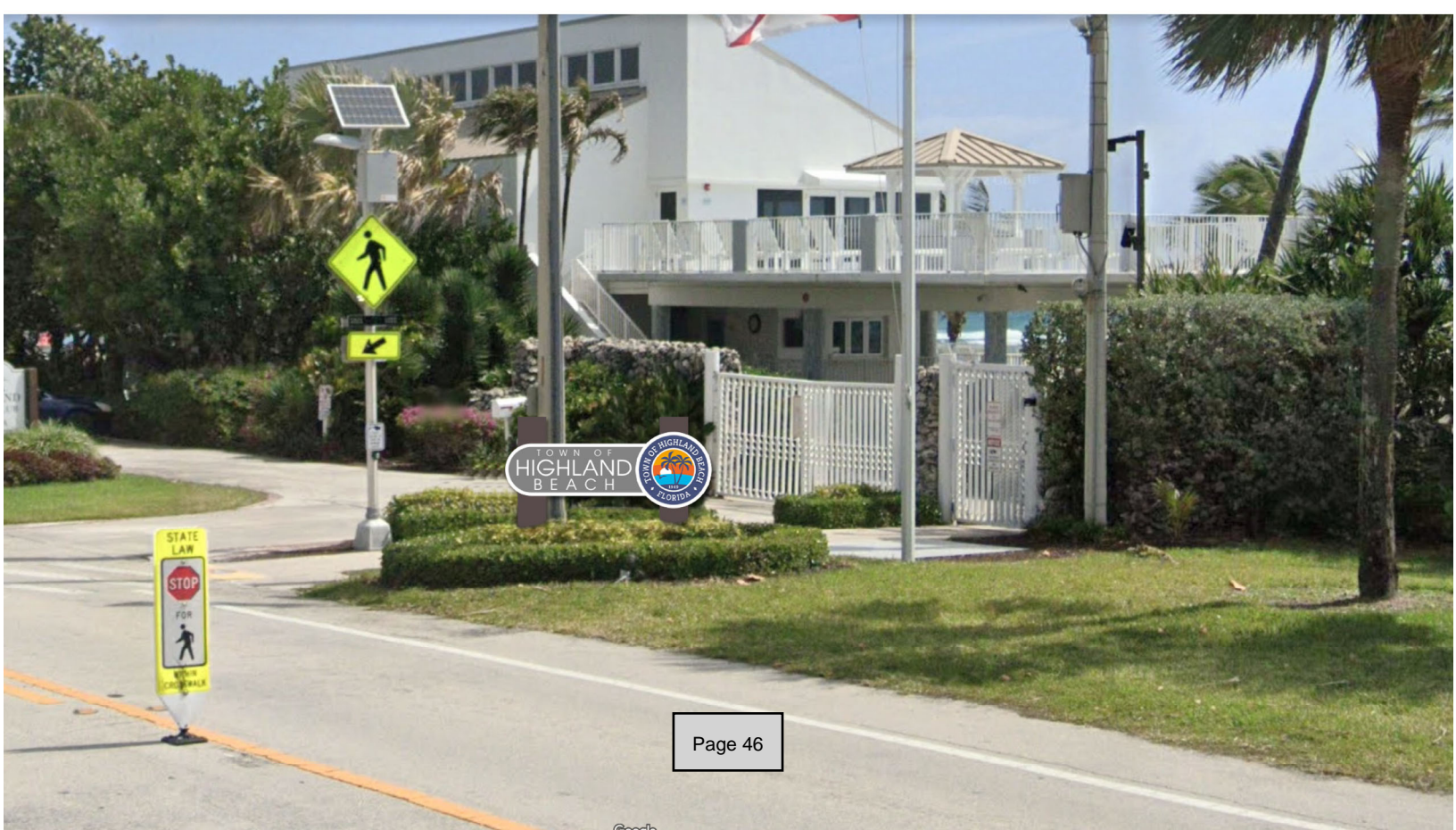


From: [ljcinwy](#)
To: [Town Sign](#)
Subject: Old sign
Date: Friday, January 27, 2023 4:47:30 PM

IT'S FINE. I SEE NO NEED TO CHANGE DESIGN.

Thx for considering my submission.

Sent from my Verizon, Samsung Galaxy smartphone





the town of
HIGHLAND BEACH
EST. 1949

the town of

HIGHLAND BEACH
EST. 1949



EST. 1949 *the town of*
HIGHLAND BEACH

From: [Tina Wolf](#)
To: [Town Sign](#)
Subject: Re: NEW SIGN
Date: Friday, February 3, 2023 5:30:47 PM

Tina wolf 4748 s ocean blvd #1202
Doug Hillman's building

I like classic timeless design
Simple
In photo 2 I like the Boca Raton words
Not the all caps ...that looks awful

Photo 1 is a bit too tombstone ..
Too much white

I have no ability to draw down here
So this is the best I could do
Thank you

On Feb 3, 2023, at 4:27 PM, Town Sign <townsign@highlandbeach.us> wrote:

Good afternoon:

Thank you for your submission. I can confirm that it has been received and saved in our files.

Can you provide me with your name, address and phone number, for our records?

Thank you!

<image001.png>

Best regards,
Terisha Cuebas, MPA
Assistant Town Manager

*Town of Highland Beach
3614 S. Ocean Boulevard
Highland Beach FL 33487
(561) 278-4548 Office
(561) 265-3582 Fax
www.highlandbeach.us*

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the Town of Highland Beach officials and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. The views expressed in this message may not necessarily reflect those of the Town of Highland Beach.

From: Tina Wolf <tinawolf2@gmail.com>
Sent: Friday, February 3, 2023 3:57 PM
To: Town Sign <townsign@highlandbeach.us>
Subject: NEW SIGN

I think both these signs should be an inspiration for ours.
Very simple
Against a white background .
You can capitalize Highland Beach
If necessary

Thank you
<image002.jpg>

<image003.jpg>

A large, white, rectangular sign stands on a bed of dark grey river stones. The sign features the number '2066' at the top, followed by the words 'ocean' and 'reef towers' in a bold, black, sans-serif font. The sign is surrounded by a lush garden of colorful flowers, including pink, orange, and white blooms. In the background, several tall palm trees and a multi-story building with balconies are visible under a blue sky with scattered white clouds. A paved road and a person on a bicycle are also seen in the distance.

2066
ocean
reef towers

2066
entrance

YACHT & RACQUET CLUB
of Boca Raton

2657 - 2727

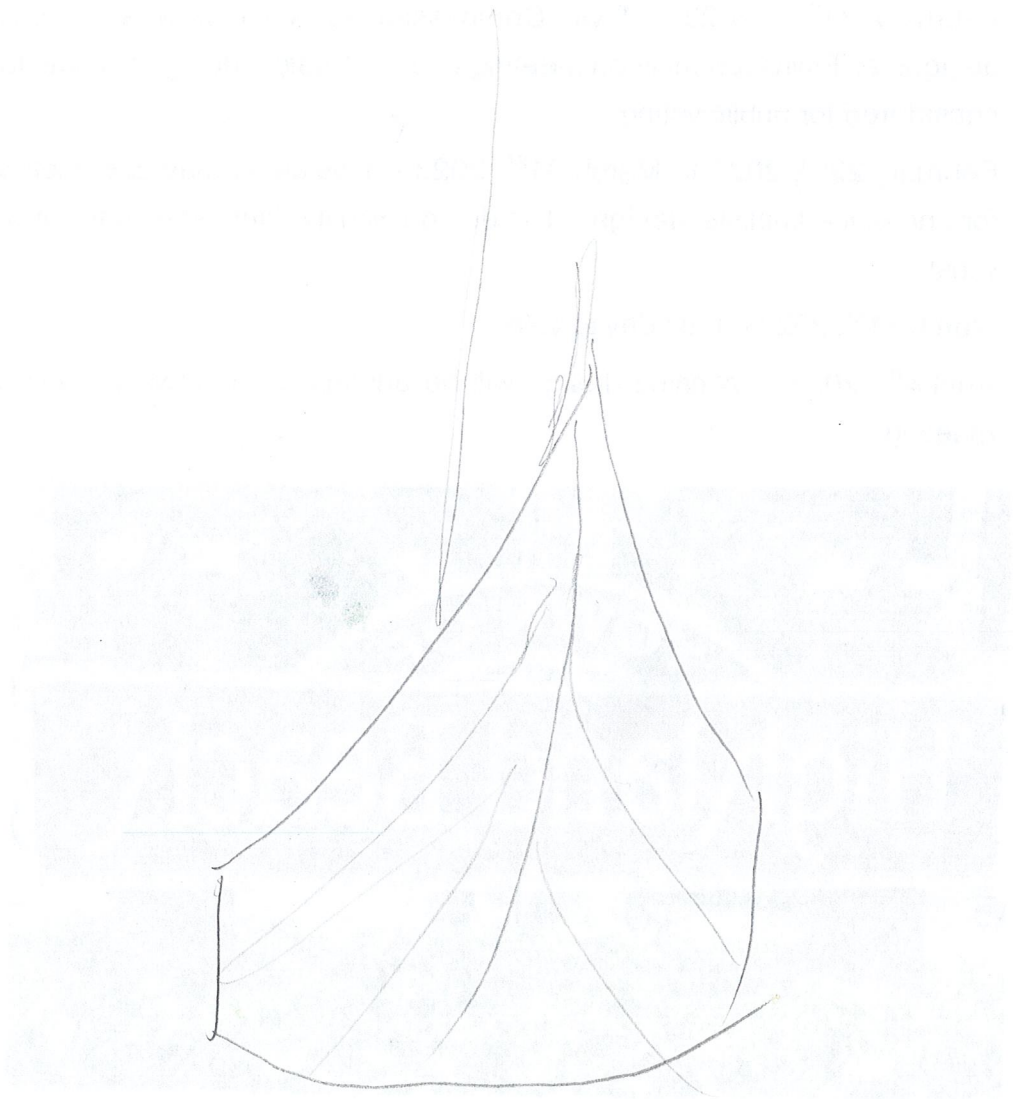
- Now until February 10th, 2023 - Submit your design idea for the Town of Highland Beach Entry Signs.
- February 10th, 2023 – Last day to submit designs.
- February 21st, 2023 - Town Commissioners will review all submitted designs at Town Commission meeting and shall select design finalists to be considered for public voting.
- February 22nd, 2023 to March 31st, 2023 – Residents may cast their vote for one of the finalists' designs. The design with the highest number of votes wins!
- March 31st, 2023 – Last day to vote.
- April 4th, 2023 – Winning design will be announced at Town Commission meeting.



Angelo Bologna | 3400 S Ocean
 4 L
 561-418-0061

This email was sent to imarriedachef@aol.com
[why did I get this?](#) [unsubscribe from this list](#) [update subscription preferences](#)
 Town of Highland Beach · 3614 S. Ocean Blvd · Highland Beach, FL 33418 · USA

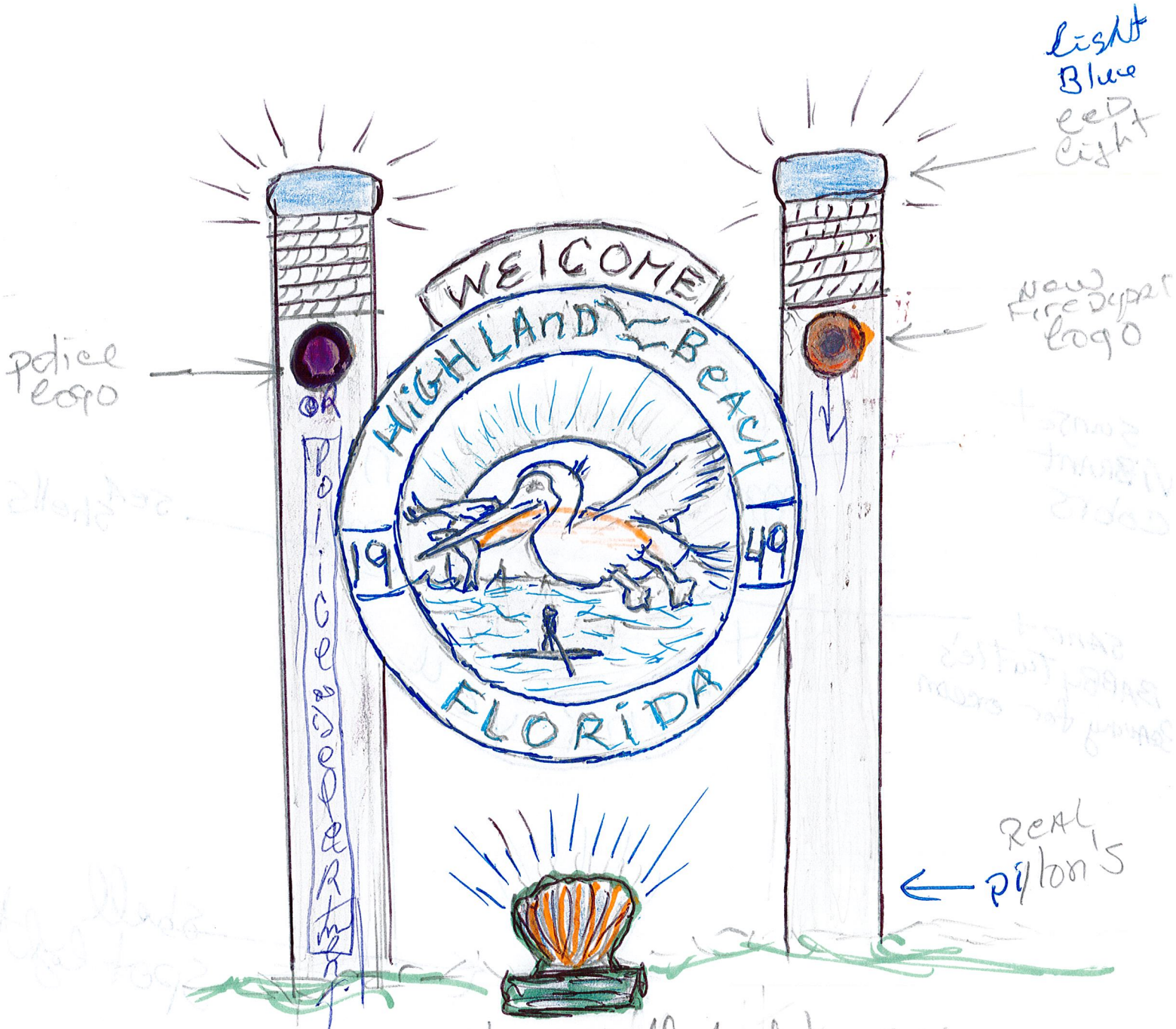
Imarriedachef@aol.com



Handwritten notes in pencil, including the words "Sketch of the collar" and "The skirt".

Handwritten notes in pencil, including the words "The skirt" and "The bodice".

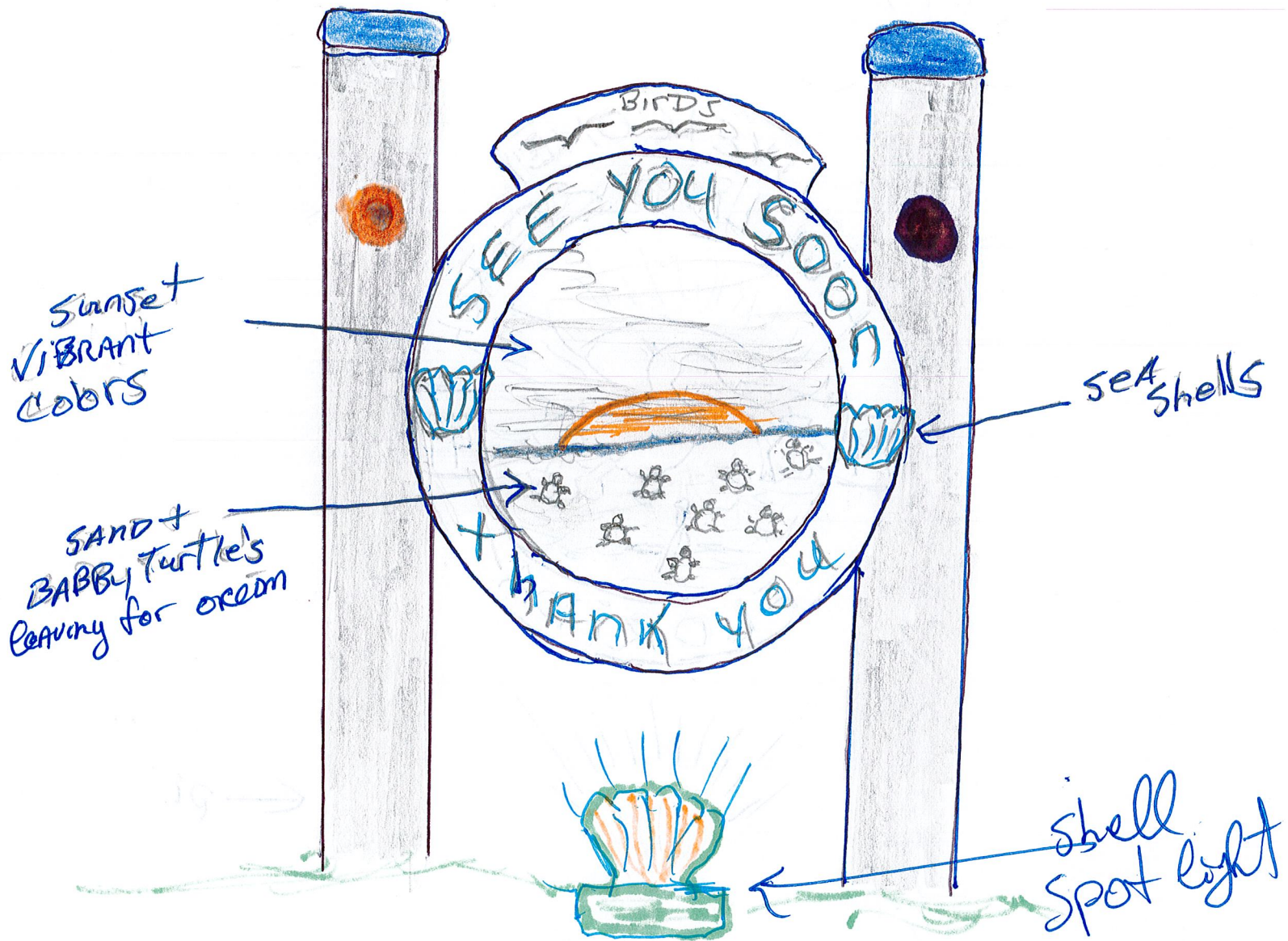
1 print



Circle
 outer Blue with white lettering
 INSIDE CASTED with Bright colors
 (PLASTIC)

CLAM shell light 58 the price
 + entrance of lighting up circle

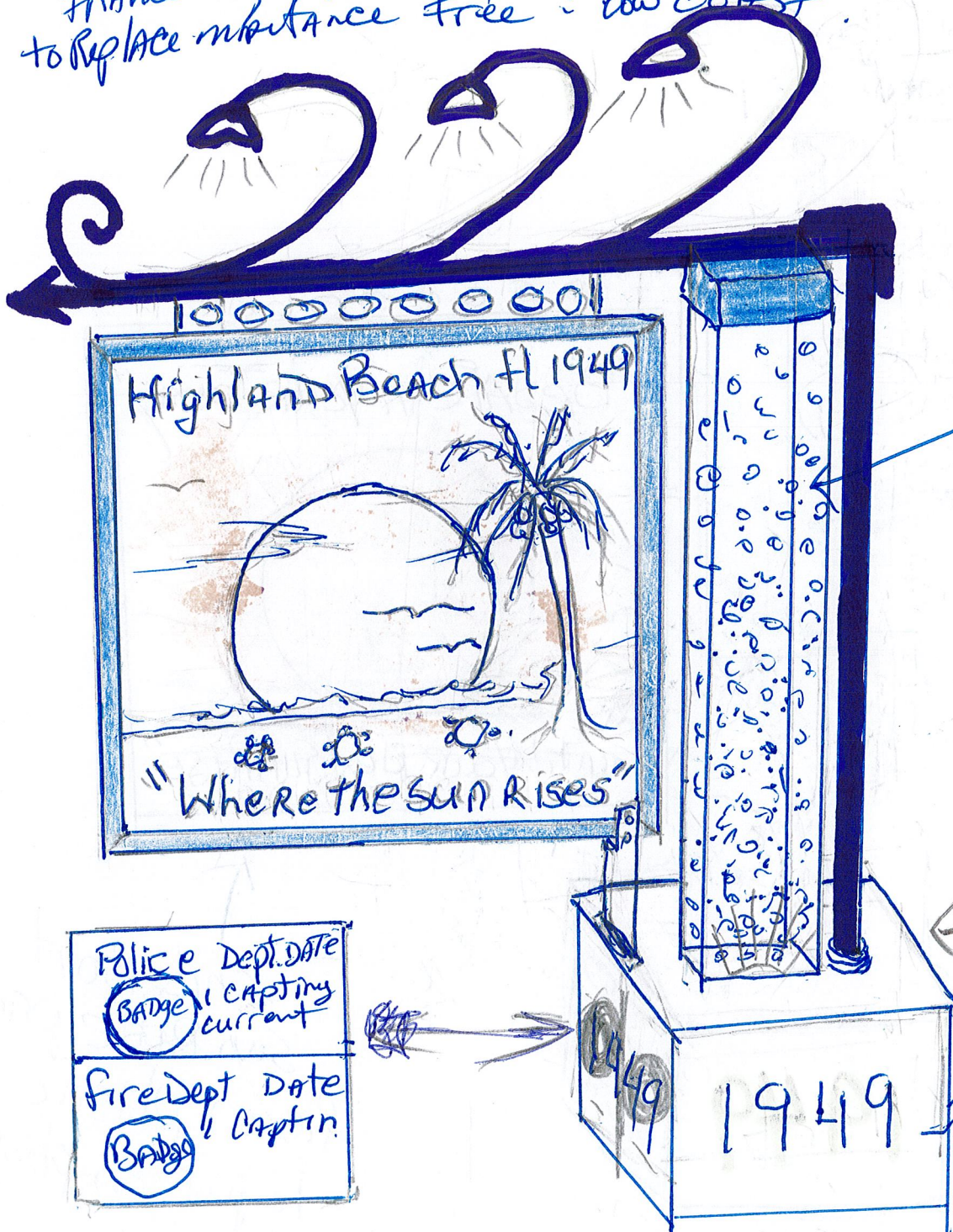
center Circle Box with light
 INSIDE



the BACK of sign: FLAT.

with A vibrant picture Design on plastic that glue's or stick's on sign. Saving A ton of money And LABOR - + easy to Replace - no maintenance

3. Sign. MADE with steal FRAME + light's
 Attached to Base sign it self MADE in
 Aluminium FRAME Attechet to steal AND
 insert MADE with plexiglass. covered with
 A High definition pic on plastic. - Benefit
 FRAME light FRAME / sign also extra light, safe. easy
 to Replace insurance free - low cost



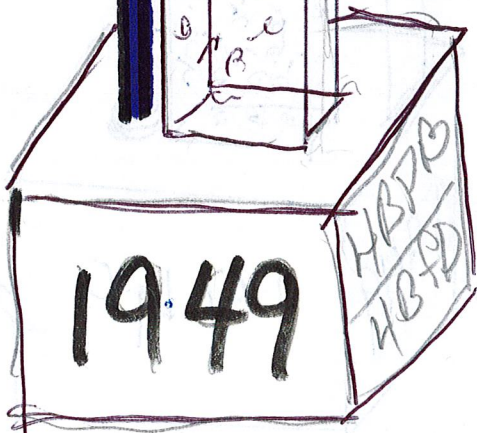
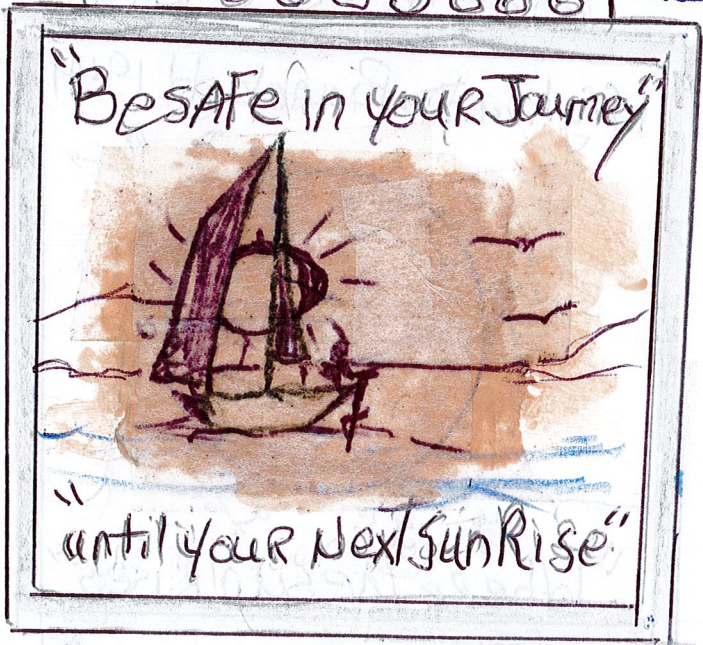
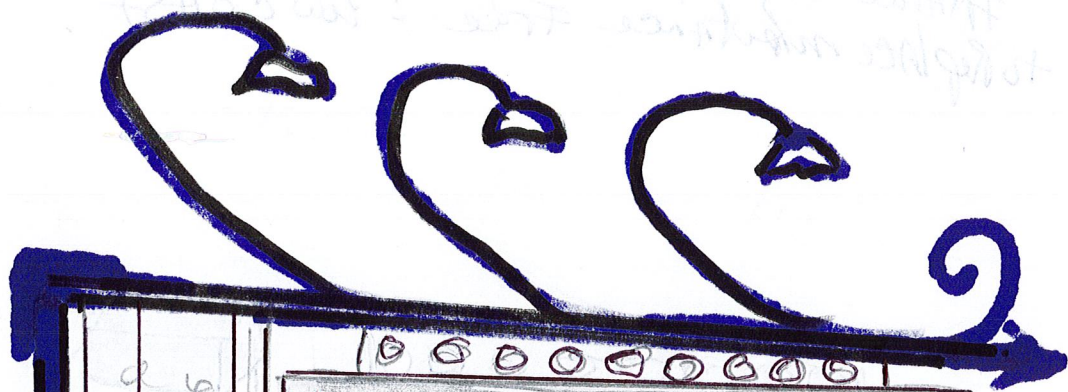
Bubble Jar
 Free move
 cheap - one
 thing need it.
 electric

18" to 24"
 Box with
 door for
 services

Front
 BACK

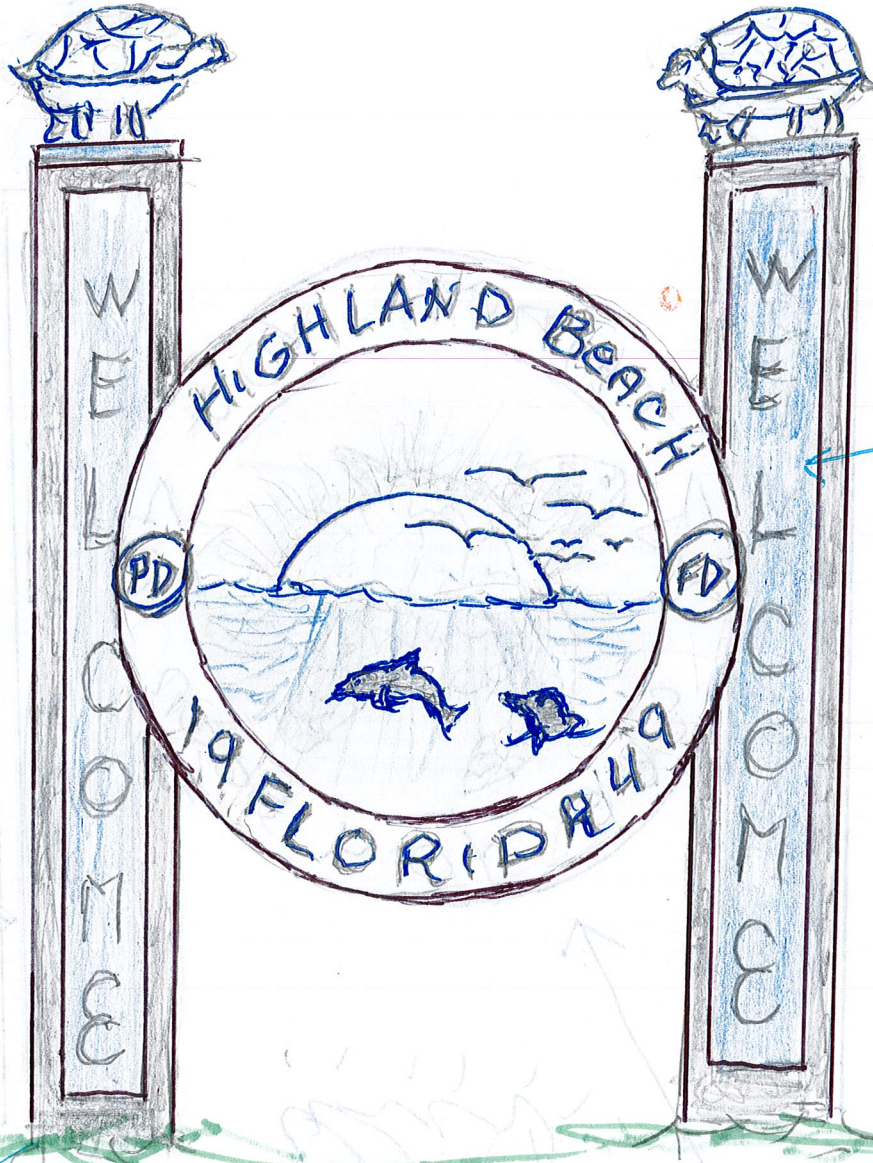
Faded handwritten notes at the top of the page, possibly bleed-through from the reverse side.

Faded handwritten notes on the left side of the page.



↑
 SAIL BOAT
 SUNRISE print
 Pic on PLASTIC
 to put on play 1949

#2

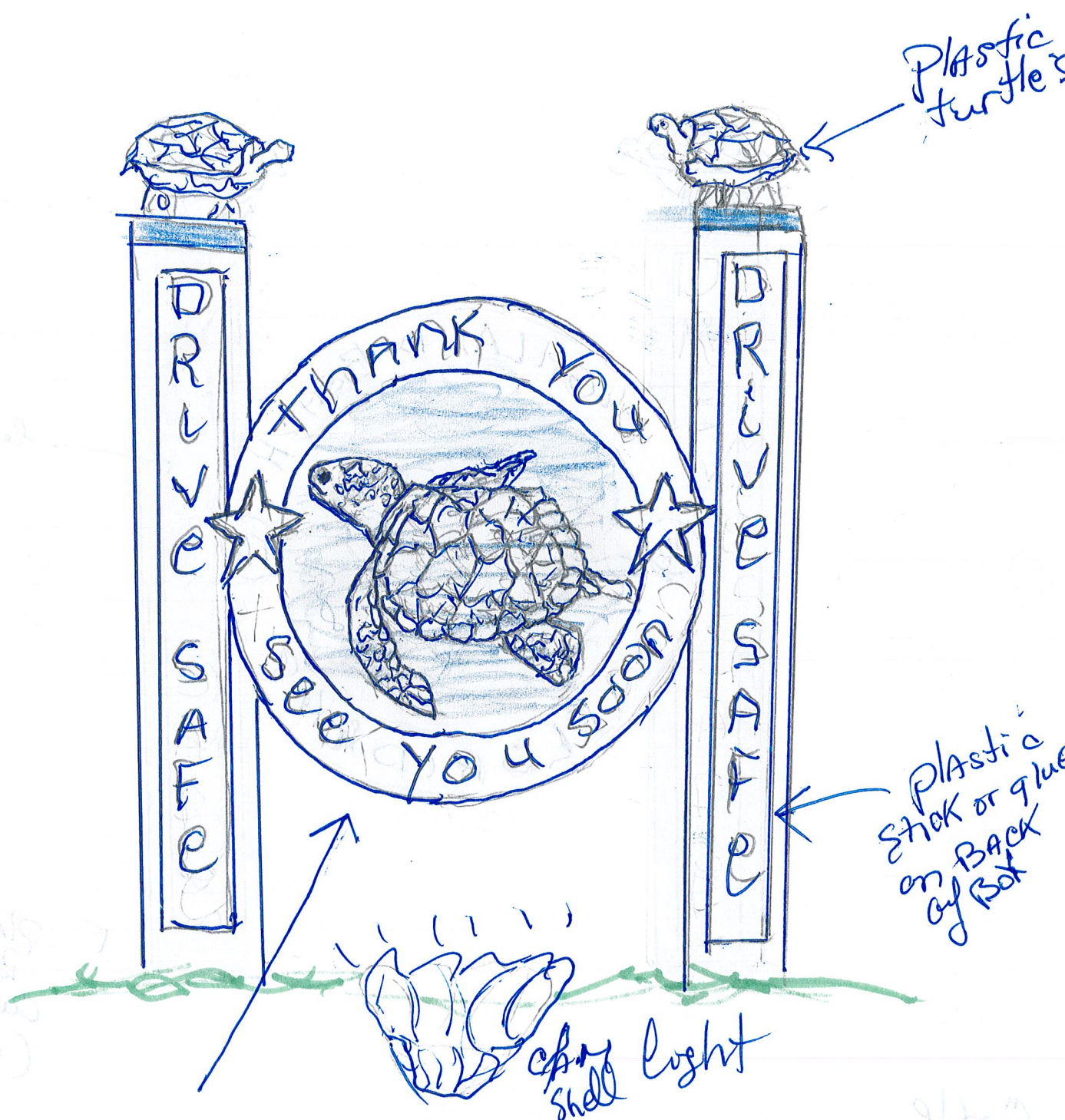


— cast top

← led light
Blue

← plastic
Boxes with
cut out's
(long life)

Circle
outer yellow + white lettering
center casted in plastic with Bright colors



Plastic turtle?

Plastic stick or glue on back of box

easy light shell

A vibrant pic on plastic to stick or glue on back of sign - saving a ton of money easy to replace + no return.

"Retroreflection" sign
 Designer wife
 city signs



WATER
 Droplets
 for our clean
 water without
 PFOS - Multiple over 02 ppt LHA
 PFOA - M-over-004 ppt LHA
 PFAS: test of ~~PFAS~~ APRIL
 2022

Shell Frame

The EPA says PFOA
 pross problem

- 1 Reproductive effects
- 2 Development effects in children
3. increase of prostate, kidney, testis cancers
- 4 Reduce Body immune system
- 5 interference with body hormones
- 6 increase cholesterol + obesity



CORAL ROCK all AROUND

SIDE view
 Put Box
 topped with
 Bubble tank
 or
 retroreflection
 Box cover.



Hard plastic
 sign

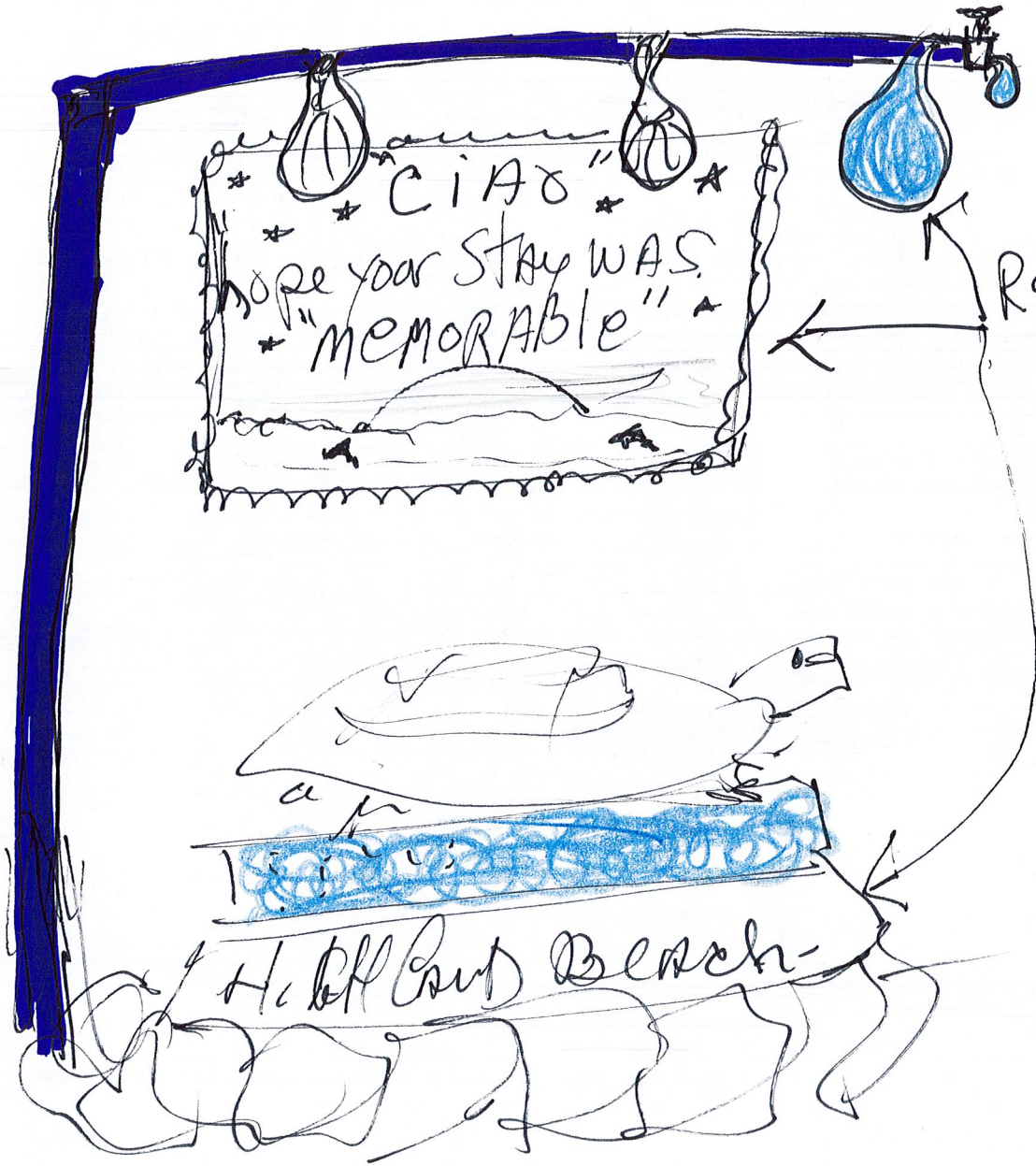
CORAL ROCK

retroreflection
 sign

turtle 1/2 the
 size of top. or
 3/4 size of
 top.

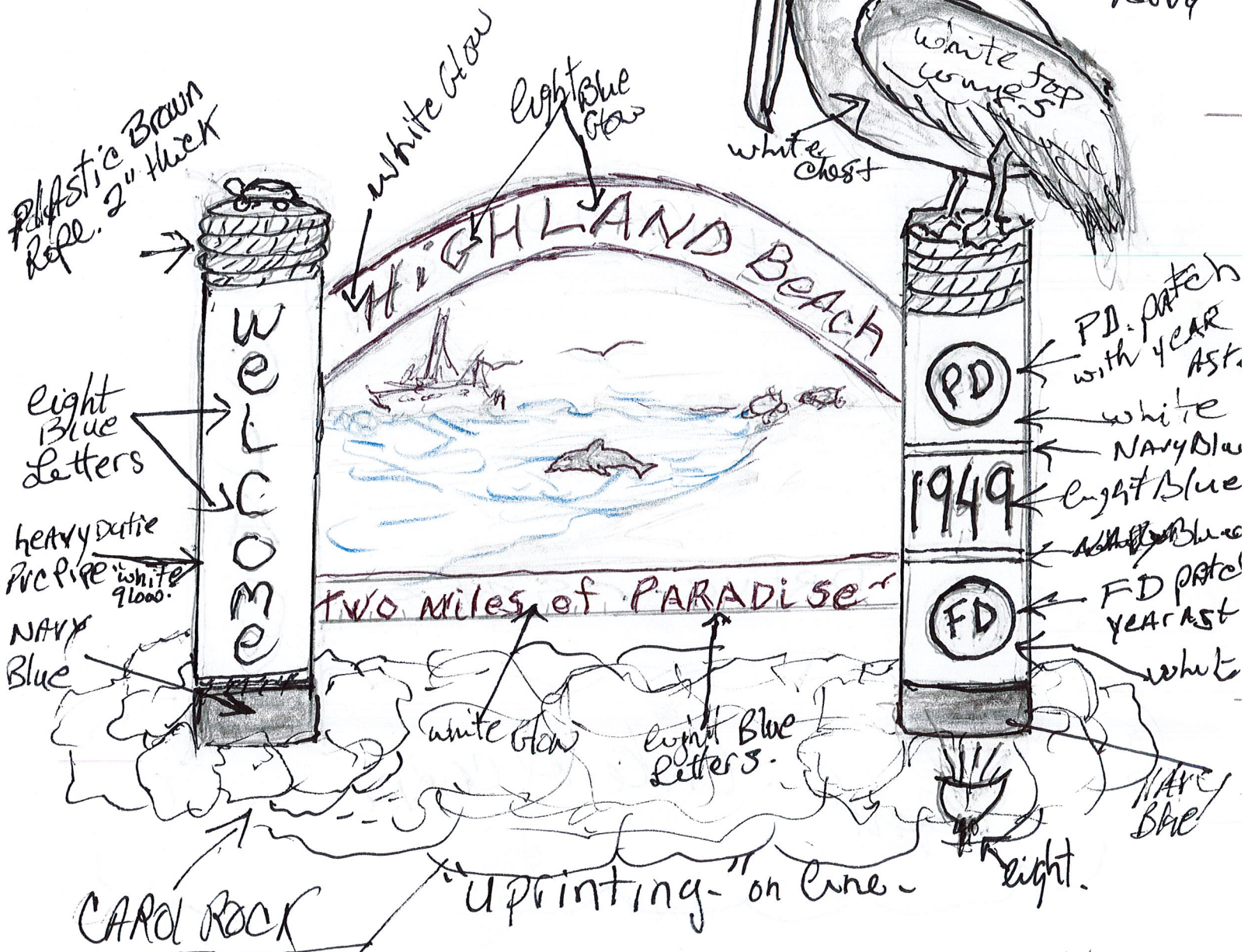
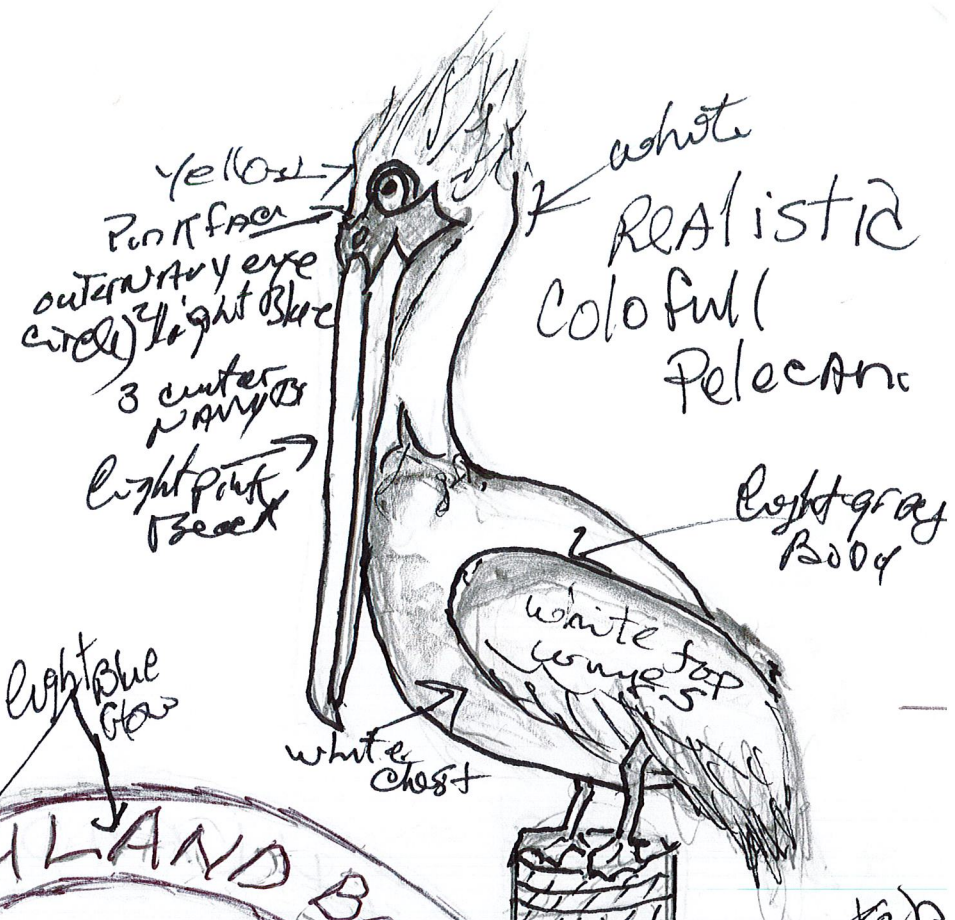


Back of sign

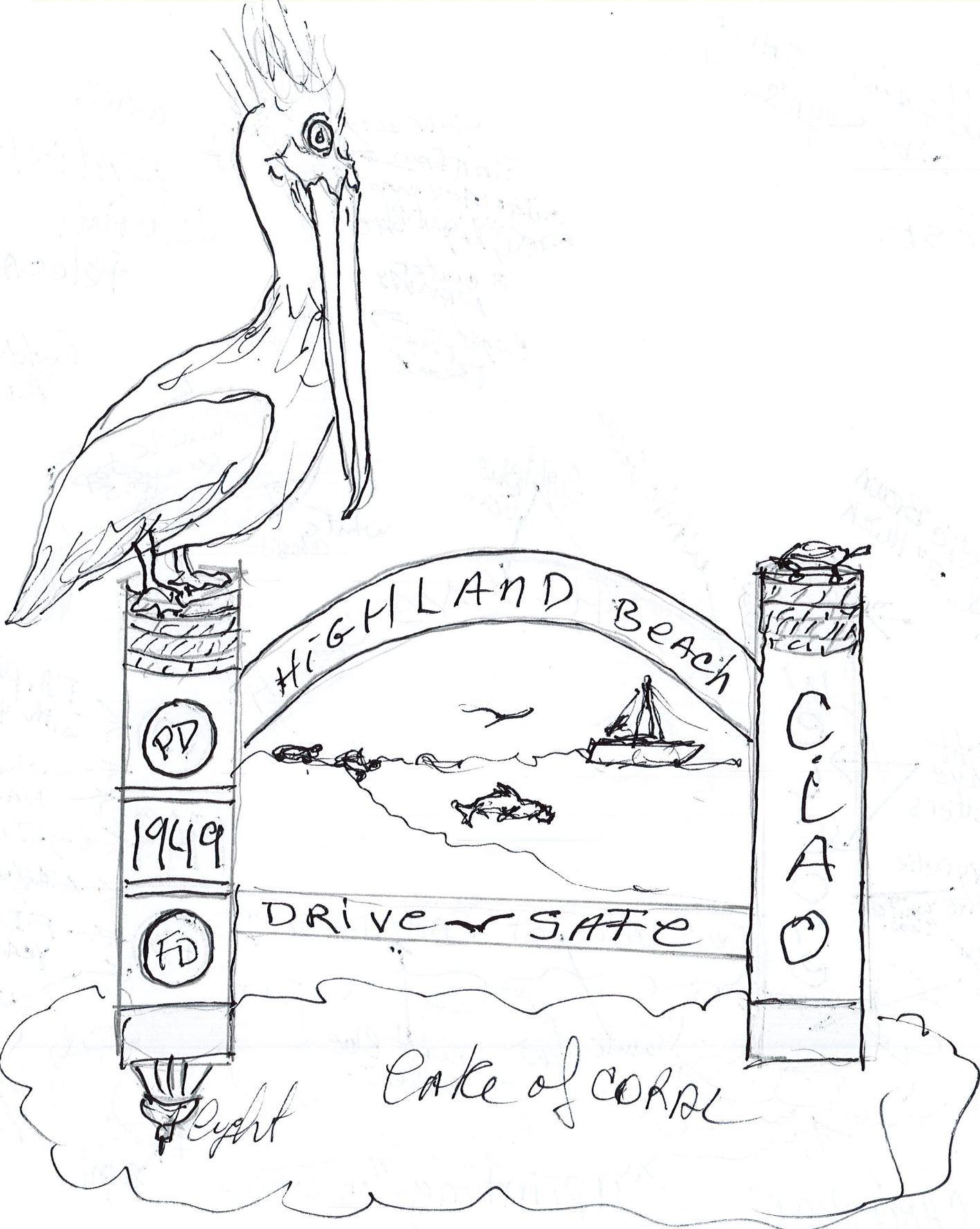


Retro reflect
sign
design

"all paint same AS city signs"
 cost.



"ASK if any local artist is willing to paint the SEAL with Epoxy."



Submitted by Steven & Ching Satter
3740 S. Ocean Blvd. # 1107
Highland Beach, FL 33487
561-699-9272 avidirect@hotmail.com



Ver. 1 Bevel Only



Ver. 2 Gold Edge

Comp. Ver. 2



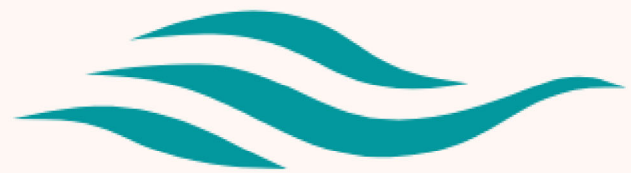








highland beach



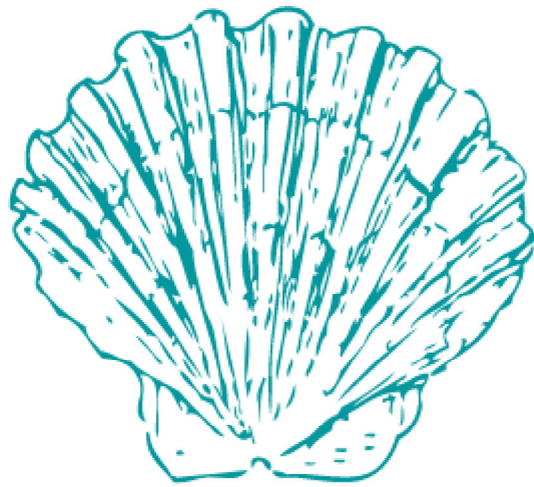
HIGHLAND BEACH



HIGHLAND BEACH



HIGHLAND BEACH



HIGHLAND BEACH





*Highland
Beach*



Metal Print
(Color Palette #1)

Vertical Wood Slat Frame

Stone or Concrete Base
(Stone Pictured)



Metal Print
(Color Palette #2)

Vertical Wood Slat Frame

Stone or Concrete Base
(Stone Pictured)



Metal Print
(Color Palette #1)

Wood Panel or Wood-
Look Tile Frame

Stone or Concrete Base
(Stone Pictured)



Metal Print
(Color Palette #2)

Wood Panel or Wood-
Look Tile Frame

Stone or Concrete Base
(Stone Pictured)

Jillian Gorycki

Metal Print
(Color Palette #1)



Wood Panel or Wood-
Look Tile Frame

Stone or Page 79 Concrete Base
(Concrete Pictured)

Jillian Gorycki

Metal Print
(Color Palette #2)



Wood Panel or Wood-
Look Tile Frame

Stone or Page 80 Concrete Base
(Concrete Pictured)



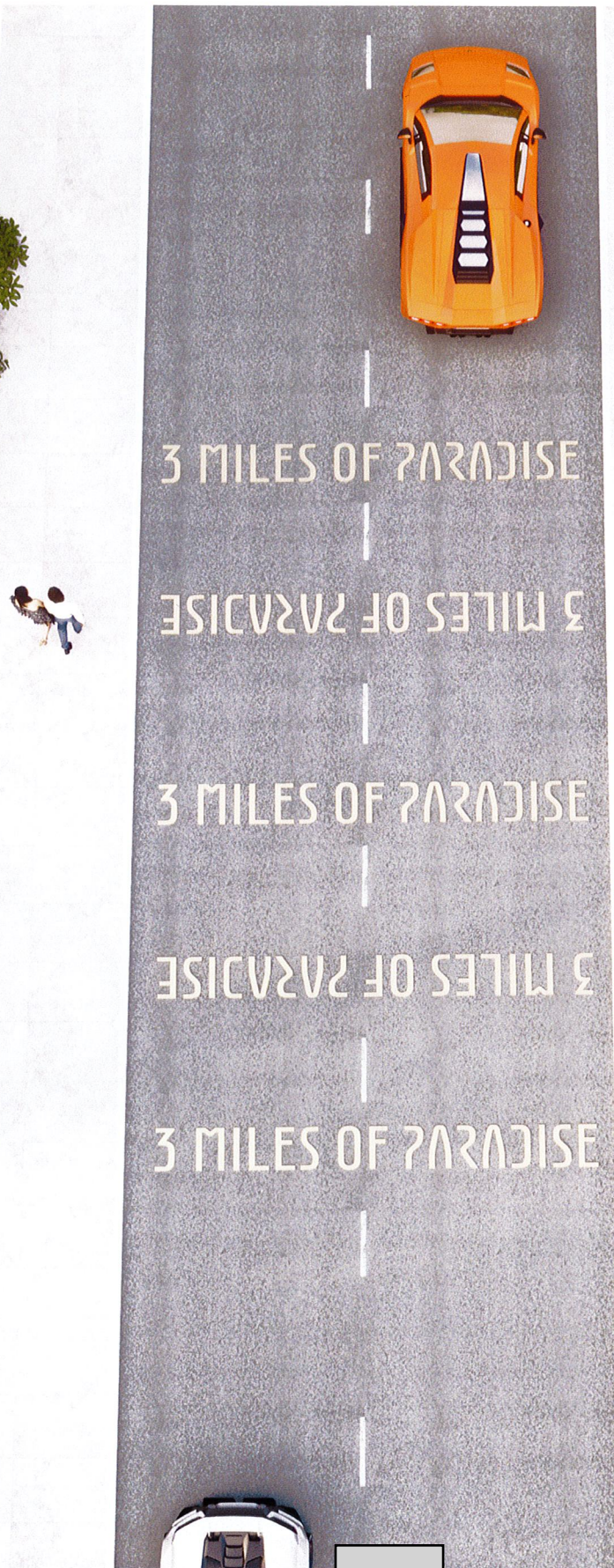
"Between Waters"
Submitted by Joseph McGranahan

Text Description:

“Between Waters” is a sign for the town of Highland Beach. The graphic design references the town’s elevated position above two bodies of water. This unique topography is depicted by the raised trapezoid geometry which the name of the town rests on, as well by the adjoining illustrations of the intercoastal and the Atlantic Ocean -- the two bodies of water that shape and bring people to our “Three Miles of Paradise.” The palette is representative of colors that can be found when viewing the ocean, intercoastal and sunrises from Highland Beach, and also matches the aesthetics of the town seal. The proposed material of the sign is teak wood, CNC routed with raised lettering and with painted color blocks.

Bio:

Joseph McGranahan is an architectural designer. He graduated from Cornell University with a Bachelor’s in Architecture and currently works as a Research Associate in the Circular Construction Lab at Cornell University, where his primary area of research focuses on utilizing emerging digital tools to assess material content, embodied carbon and circularity within the built environment, ranging from the scale of construction assemblies to that of entire cities.



Three Miles of Paradise
 Three Miles of Paradise



Three Miles of Paradise
Three Miles of Paradise

CONCEPT



Three Miles of Paradise
Three Miles of Paradise

CREATIVE BRIEF

Submission:

Highland Beach Sign Contest

Designed by the father/daughter team of Mark and Gemma Baratta, this sign has intergenerational appeal. Mark has been a resident of Highland Beach since 2021, while Gemma is a Junior at the University of Miami majoring in Creative Advertising.

Mark Baratta
The Highland Beach Club
3606 South Ocean Blvd
Apt. 708
Highland Beach FL 33487
Email: markbaratta@mac.com
Tel. 917-617-8772

Objective:

To design a sign for Highland Beach, Florida that captures the beauty of our vibrant coastal town with pristine beaches, iconic palm trees, and nesting sea turtles.

Target Audience:

Residents and visitors to the town of Highland Beach, Florida.

Message and Tone:

Warm and welcoming to all, say hello to Shellbie, mascot of the beautiful town of Highland Beach! This sign invokes the spirit of our unique community with its nesting sea turtles and towering iconic palms. We want to remind people of the warmth and beauty of our town along with its preservation of critical nesting grounds for endangered sea turtles.

Design:

Signature elements include original, vibrant art representing our nesting sea turtles and palm trees on an oval design with engraved lettering and gold trim. A lattice-work background and matching posts complete the design.

Colors:

Bright, tropical, palm green color on a beige sand background frame this eye-catching design.





Please note:

This design is conceived in 3D. The oval is one surface, the sun is raised one-inch above the oval. "Welcome to" and "Three Miles of Paradise" are to be two-inches above the oval. The "Highland Beach" is to be three-inches above the oval.

Thanks for your consideration!
Mark Ganguzza
732-616-2747

Town of Highland Beach Sign Design

Thank you for this opportunity. I am a brand-new resident of Highland Beach and I am honored to share these designs. Please note that I would be happy to adapt or redo any of my submitted designs to better meet the needs of the Town of Highland Beach. I am currently employed at Nova Southeastern University as an Instructional Designer. I have included the file as a pdf but can also submit in other formats if needed. I feel truly blessed to get to live in this beautiful town and created 4 attached sign designs that reflect that!

Sincerely,
Michele Mazine
954-261-5248

Design 1



Design 2



Design 3

Additional Information for Item 10.C.
Feb. 21, 2023 Town Commission Meeting



Design 4





File Attachments for Item:

D. 2022-2023 Strategic Priorities Plan Update and Review



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting
MEETING DATE February 21, 2023
SUBMITTED BY: Town Manager's Office
SUBJECT: 2022-2023 Strategic Priorities Plan Update and Review

SUMMARY:

As a follow up to the previous Town Commission meeting, attached is the updated strategic priorities list as ranked by the Commission. The list is color coordinated to line up with the four operational categories included in the plan.

FISCAL IMPACT:

N/A

ATTACHMENTS:

TOHB 2023 Strategic Priorities Plan
TOHB 2023 Strategic Priorities: Ranked Projects and Initiatives List

RECOMMENDATION:

Commission review and discussion.

Strategic Priorities (SP): Ranked Projects & Initiatives List

SP 1: Labor Negotiations

PBA Collective Bargaining Agreement FY 2023 – 2026

FOP Collective Bargaining (General Employees) FY 2023-2026

Description: Negotiation of new bargaining agreements with our two existing employee unions. The process traditionally takes 3 to 6 months concluding with ratification by the Town Commission.

Progress: The negotiation team has reviewed the existing employment agreements for conditions and language adjustments and has reviewed preliminary financial impacts.

SP 2: Fire Rescue Department Implementation

Description: Multi-year project that involves the establishment of the town's first fire rescue department. Project involves contract termination with the City of Delray Beach, organizational expansion (HR), recruitment of fire rescue personnel, procurement of apparatus and special equipment, development of EMS and Fire policies and protocols, and Fire Station Construction.

Progress: Commenced in FY 2021. Targeted completion May 2, 2024. Major Tasks: (1) Secure Charter Funding Approval \$10 million (Complete); (2) Hire Fire Chief (Complete); (3) Secure Medical Director (Complete); (4) Fire Station Construction (start April 2023); (5) HR/Risk Management Director (April 2023); (6) Veteran's Memorial Design/Location (TBD); (7) Recruit and hire Fire/Paramedics, Driver/Engineers and Captains (Start June 2023). It is important to note that aforementioned project components is not an exhaustive list and that many other related tasks exists.

SP 3: State Appropriations

Description: Requests for state financial assistance for capital improvement and planning projects. FY 2023 Appropriations: (1) Fire Station Construction (\$1 million) and (2) Lift Stations (\$300,000.) Annually evaluate town operations and capital improvement plan for opportunities for appropriation requests and/or grants.

Progress: The appropriation requests have been forwarded to state representative and/or state senator for sponsorship and introduction. Fire Chief has been evaluating fire grant programs for the new fire rescue department.

SP 4: A1A Highway RRR Project

Description: Partner with FDOT to ensure the road rehabilitation and resurfacing (RRR) project is completed with limited and controlled disruptions to the community. The project includes needed drainage improvements, paved shoulder enhancements to accommodate cyclists and embedded crosswalk lighting.

Progress: FDOT has completed survey work and preliminary design that will be presented to the public on March 13. FDOT is reviewing traffic control strategies to limit disruptions. Work tentatively scheduled to commence May 2024 with construction lasting 12 to 15 months.

SP 5: Charter Review/Amendments—Funding Limitations

Description: Annual review and consideration of necessary charter revisions and/or amendments to ensure effective and efficient town operations consistent with best management practices. This project also involves evaluation of the previous charter amendments with focus on funding limitation question.

Progress: Commission has commenced discussions on possible charter amendments and the process to engage residents on the questions via polling and workshops.

SP 6: Solid Waste and Recycling Collection Contract

Description: The existing solid waste collection and disposal contract is set to expire May 31, 2023. A request for proposal (RFP) for a new contract must be advertised and reviewed with award recommendations sent to the Town Commission for consideration. The solid waste contract includes recycling, yard waste and bulk item collection (and disposal) twice per week with specialized container service for condominium buildings.

Progress: The RFP process has started with bid opening and review in March-April 2023.

SP 7: Building Recertification Program (Senate Bill 4D)

Description: The Town Commission has expressed concerns with the state law as it requires significant capital reserves for condominium/threshold buildings that accompanies a building recertification program. The Commission also has concerns related to the time provided to address any deficiencies discovered during the inspection process.

Progress: The Town Commission authorized the mayor to send a letter to legislators expressing our concern and seeking modification of state law. The letter was sent at the beginning of February 2023.

SP 8: Marine Accessory Structures Ordinance Amendment(s)

Description: Conduct an in-depth review of all ordinance provisions related to the installation and construction of marine accessory structures to ensure they are appropriate for waterfront property owners. The review shall include a public engagement process. The project is being facilitated by the Planning Board, ordinance sponsor and staff at the direction of the Town Commission.

Progress: Ordinance stakeholder group drafted amendment concepts that were presented at three public workshops in December 2022. The Town Commission directed the Planning Board to evaluate public review comments when drafting amendments for Commission consideration.

SP 9: Canvassing Board (Charter Amendment)

Description: The Town Commission to review the implications and liability around allowing a county canvassing board versus a local canvassing board as the County Supervisor of Elections is moving away from supporting local canvassing boards. The Highland Beach canvassing board composition is stipulated within the charter; therefore, a change of board composition requires a charter amendment approved by voters.

Progress: Preliminary discussions have occurred at the behest of the Town Clerk.

SP 10: Communication & Community Engagement

Description: Actively communicate with the public through multiple mediums and platforms to ensure the community receives timely value-added communications regarding town business and affairs. Also, plan community events.

Progress: The town has launched a website design project with CivicPlus to improve navigation, usability, and content access. The Manager’s Office sends out a weekly news flash, the Manager’s Monthly Newsletter (emailed and mailed), updates Channel 99, and regular updates to Facebook. Staff is evaluating the value of using polls, surveys and other social media platforms.

SP 11: Sea Turtle Lighting Ordinance

Description: Develop lighting standards and provisions within the Town Code of Ordinances to protect and enhance sea turtle habitat and nesting activities on our beaches. The town currently has limited lighting provisions.

Progress: Lighting standards and provisions have been written by staff and are consistent with best management practices and state guidelines. The Town Commission directed review of the draft standards and provisions to the Natural Resource Preservation Advisory Board (NRPAB) and Planning Board. The NRPAB has recommended its approval and the Planning Board is to review the zoning implications in March 2023.

SP 12: Dune Restoration & Management

Description: The Town Commission assigned the Natural Resource Preservation Advisory Board (NRPAB) to work with staff to educate the public on importance of dune restoration and management. Additionally, the commission directed staff to obtain a proposal from coastal engineering firm to update the 2013 Beach Erosion Study, and that the study identify dune areas in need of restoration.

Progress: The NRPAB is hosting a dune restoration and management workshop in March 2023 and staff have started the process to solicit proposals for the update of the 2013 Beach Erosion Study.

SP 13: Zoning District Evaluation (*Density*)

Description: The Town Commission has directed to the Planning Board to commence a public review process of the permitted zoning densities of each zoning district within the town to see if it is appropriate to revise to preserve town character, accommodate redevelopment and protect property values.

Progress: The Planning Board has commenced its discussion of the public engagement process.

SP 14: Financial Management Systems

Description: The Finance Department in partnership with the Manager’s Office is updating the town’s investment policy, constructing a dynamic 5-year financial forecast model and development a more effective budget document. Also included in this project is the update to the purchasing policy.

Progress: The 5-year financial forecast model has been completed and will be presented to the Commission in April 2023. The updated purchasing policy will be presented to the Financial Advisory Board for recommendation in April 2023. The investment policy update is schedule for the fall of 2023 and the enhanced strategic budget document will be used for the FY 2024 budget cycle.

SP 15: Home Occupation Ordinance Provisions

Description: House Bill 403 which became effective July 1, 2021, prohibits local governments from taking certain actions relating to the licensure and regulation of home-based businesses, specifies conditions under which a business is considered a home-based business, authorizes home-based businesses to operate in areas zoned for residential use if the business meets certain criteria, specifies that home-based businesses are subject to certain business taxes and authorizes adversely affected current or prospective home-based business owners to challenge certain local government actions in violation of the statute.

The current “home occupation” regulations provided in Chapter 30 need to be revised to be compliant with Florida Statutes.

Progress: Draft revisions have been completed by staff and will be presented to Planning Board and Town Commission in the summer 2023.

SP 16: Temporary Sign Ordinance Review

Description: The Town Commission has directed staff to update the ordinance provisions related temporary signs with a focus on political signs and real estate signs.

Progress: Target start date is fall 2023.

SP 17: Seawall Ordinance Review (Height/BFE)

Description: The recent FEMA flood insurance rate map (FIRM) increased the base flood elevation (BFE) for the town. The BFE is the target height for seawalls and the town does not have a maximum seawall height. Based on existing ordinance requirements, seawall height has started to create concerns amongst waterfront property owners. Therefore, ordinance provisions regarding seawall height may need to be modified.

Progress: Target stat date summer 2023.

SP 18: Town Entry Signs (A1A)

Description: The two existing town entry signs have deteriorated and need to be replaced.

Progress: The commission has solicited resident input via a design contest which closed on February 6, 2023. The commission will review the submissions and then move into formal design and construction. Target completion winter 2024.

SP 19: Milani Park

Description: Continue to work with Palm Beach County Administration and Parks and Recreation Department along with County Commissioner on the future development of the Milani Park. Milani Park is governed by a settlement agreement that stipulates design of the park and the timing of construction. The county has one more 5-year extension.

Progress: The Mayor and the Town Manager continue to meet regularly with the county staff and county commissioner to express town concerns over the park development.

SP 20: Intracoastal Waterway (Speed Control)

Description: Community concerns exist regarding the safety of the intracoastal waterway, and the town needs to take an active role in its management.

Progress: The Marine Unit of the Police Department started in March of 2022 to improve boater safety by enforcing existing speeds, educating boaters and heighten presence. The police department will collect data and information that can be utilized by all stakeholders in the future to lower speeds and wakes in the intracoastal. The town will continue to meet with our neighboring communities and stakeholders to form partnerships to manage this critical resource.

SP 21: Water Tower Lease

Description: Sprint/T-Mobile cellular equipment exists on the town’s elevated water tank, and it is set to expire in 2025. Additionally, other providers have reached out with potential interest to set their cellular equipment. The commission needs to consider granting an extension and develop a policy on the use of the water tower.

Progress: Target start date fall 2023.

SP 22: Gas-Powered Leaf Blower Regulations

Description: Community concern has surfaced over the continued use of gas-powered leaf blowers within the community based on noise, pollution and personal health.

Progress: Target start date winter 2024.

SP 23: Public Record Digitization/Management Project

Description: This project is the digitization of historical, hard copy records and documents.

Progress: Seventy five thousand (75,000) records digitized to date and the goal is to digitize all historical records by 2024 and create a policy governing record management moving forward.

Annual Review

1. Water and Sewer Rates
2. Charter Review



TOWN OF HIGHLAND BEACH
2023 STRATEGIC PRIORITIES PLAN
FEBRUARY 2023 *(This is a working document)*

OUR VISION:

The Town of Highland Beach is a beautiful safe harbor in paradise whose residents never leave.

OUR MISSION:

To provide exceptional governance and municipal services, in partnership with our residents, in a fiscally responsible manner with an emphasis on planning for the future.

OUR MOTTO:

“3 miles of paradise”

OUR VALUES:

Help citizens live a better life by providing a safe and secure community.

Inclusiveness – we respect people, value diversity and are committed to equality.

Give exceptional citizen service.

Honor public trust through ethical behavior, transparency and servant leadership.

Lead with integrity at every level.

Assure fiscal responsibility and accountability.

Nurture and respect our natural environment.

Deliver services through collaborated efforts and coordinated actions.

STRATEGIC PRIORITIES

This strategic priority plan identifies ranked community projects and initiatives within four (4) operational categories. These projects and initiatives are classified as “Commenced” and “Planned” based on their implementation status and/or schedule. The strategic priority plan is a dynamic and simple document that serves as a decision-making tool to be updated on a quarterly basis via reports to the Town Commission. The plan is intrinsically linked to the annual operating budget which commits funds to complete the projects and initiatives identified. Completing a project and/or initiative leads to attaining the operational category goal for each, and leads to fulfilling mission and vision of the Town.

Organizational Excellence

Strengthen the Town’s ability to strategically and effectively deliver municipal services in a fiscally responsible, collaborative, inclusive and innovative manner.

Projects/Initiatives:

SP 1: Labor Negotiations

PBA Collective Bargaining Agreement FY 2023 – 2026

FOP Collective Bargaining (General Employees) FY 2023-2026

Description: Negotiation of new bargaining agreements with our two existing employee unions. The process traditionally takes 3 to 6 months concluding with ratification by the Town Commission.

Progress: The negotiation team has reviewed the existing employment agreements for conditions and language adjustments and has reviewed preliminary financial impacts.

SP 3: State Appropriations

Description: Requests for state financial assistance for capital improvement and planning projects. FY 2023 Appropriations: (1) Fire Station Construction (\$1 million) and (2) Lift Stations (\$300,000.) Annually evaluate town operations and capital improvement plan for opportunities for appropriation requests and/or grants.

Progress: The appropriation requests have been forwarded to state representative and/or state senator for sponsorship and introduction. Fire Chief has been evaluating fire grant programs for the new fire rescue department.

SP 5: Charter Review/Amendments—Funding Limitations

Description: Annual review and consideration of necessary charter revisions and/or amendments to ensure effective and efficient town operations consistent with best management practices. This project also involves evaluation of the previous charter amendments with focus on funding limitation question.

Progress: Commission has commenced discussions on possible charter amendments and the process to engage residents on the questions via polling and workshops.

SP 9: Canvassing Board (Charter Amendment)

Description: The Town Commission to review the implications and liability around allowing a county canvassing board versus a local canvassing board as the County Supervisor of Elections is moving away from supporting local canvassing boards. The Highland Beach canvassing board composition is stipulated within the charter; therefore, a change of board composition requires a charter amendment approved by voters.

Progress: Preliminary discussions have occurred at the behest of the Town Clerk.

SP 10: Communication & Community Engagement

Description: Actively communicate with the public through multiple mediums and platforms to ensure the community receives timely value-added communications regarding town business and affairs. Also, plan community events.

Progress: The town has launched a website design project with CivicPlus to improve navigation, usability, and content access. The Manager’s Office sends out a weekly news flash, the Manager’s Monthly Newsletter (emailed and mailed), updates Channel 99, and regular updates to Facebook. Staff is evaluating the value of using polls, surveys and other social media platforms.

SP 14: Financial Management Systems

Description: The Finance Department in partnership with the Manager’s Office is updating the town’s investment policy, constructing a dynamic 5-year financial forecast model and development a more effective budget document. Also included in this project is the update to the purchasing policy.

Progress: The 5-year financial forecast model has been completed and will be presented to the Commission in April 2023. The updated purchasing policy will be presented to the Financial Advisory Board for recommendation in April 2023. The investment policy update is schedule for the fall of 2023 and the enhanced strategic budget document will be used for the FY 2024 budget cycle.

SP 23: Public Record Digitization/Management Project

Description: This project is the digitization of historical, hard copy records and documents.

Progress: Seventy five thousand (75,000) records digitized to date and the goal is to digitize all historical records by 2024 and create a policy governing record management moving forward.

Departments:

- Town Manager’s Office
- Highland Beach Fire Rescue Department
- Finance Department
- Clerks’ Office
- IT Consultant

Advisory Board(s):
Financial Advisory Board

Public Infrastructure & Resiliency

Ensure that Town managed and maintained facilities, infrastructure and public places are afforded appropriate attention, maintenance, repairs, and upgrades.

Projects/Initiatives:

SP 4: A1A Highway RRR Project

Description: Partner with FDOT to ensure the road rehabilitation and resurfacing (RRR) project is completed with limited and controlled disruptions to the community. The project includes needed drainage improvements, paved shoulder enhancements to accommodate cyclists and embedded crosswalk lighting.

Progress: FDOT has completed survey work and preliminary design that will be presented to the public on March 13. FDOT is reviewing traffic control strategies to limit disruptions. Work tentatively scheduled to commence May 2024 with construction lasting 12 to 15 months.

SP 6: Solid Waste and Recycling Collection Contract

Description: The existing solid waste collection and disposal contract is set to expire May 31, 2023. A request for proposal (RFP) for a new contract must be advertised and reviewed with award recommendations sent to the Town Commission for consideration. The solid waste contract includes recycling, yard waste and bulk item collection (and disposal) twice per week with specialized container service for condominium buildings.

Progress: The RFP process has started with bid opening and review in March-April 2023.

SP 8: Marine Accessory Structures Ordinance Amendment(s)

Description: Conduct an in-depth review of all ordinance provisions related to the installation and construction of marine accessory structures to ensure they are appropriate for waterfront property owners. The review shall include a public engagement process. The project is being facilitated by the Planning Review Board, ordinance sponsor and staff at the direction of the Town Commission.

Progress: Ordinance stakeholder group drafted amendment concepts that were presented at three public workshops in December 2022. The Town Commission directed the Planning Review Board to evaluate public review comments when drafting amendments for Commission consideration.

SP 13: Zoning District Evaluation (*Density*)

Description: The Town Commission has directed to the Planning Board to commence a public review process of the permitted zoning densities of each zoning district within the town to see if it is appropriate to revise to preserve town character, accommodate redevelopment and protect property values.

Progress: The Planning Board has commenced its discussion of the public engagement process.

SP 18: Town Entry Signs (A1A)

Description: The two existing town entry signs have deteriorated and need to be replaced.

Progress: The commission has solicited resident input via a design contest which closed in February 6, 2023. The commission will review the submissions and then move into formal design and construction. Target completion winter 2024.

Departments:

Highland Beach Fire Rescue Department
Public Works Department
Town Planner
Town Manager’s Office
Finance Department

Advisory Board(s):

Financial Advisory Board
Planning Board

Community Safety

Proactively plan for and responsively maintain a safe and resilient community focused on visibility, awareness and care for residents and visitors.

Projects/Initiatives:

SP 2: Fire Rescue Department Implementation

Description: Multi-year project that involves the establishment of the town’s first fire rescue department. Project involves contract termination with the City of Delray Beach, organizational expansion (HR), recruitment of fire rescue personnel, procurement of apparatus and special equipment, development of EMS and Fire policies and protocols, and Fire Station Construction.

Progress: Commenced in FY 2021. Targeted completion May 2, 2024. Major Tasks: (1) Secure Charter Funding Approval \$10 million (Complete); (2) Hire Fire Chief (Complete); (3) Secure Medical Director (Complete); (4) Fire Station Construction (start April 2023); (5) HR/Risk Management Director (April 2023); (6) Veteran’s Memorial Design/Location (TBD); (7) Recruit and hire Fire/Paramedics, Driver/Engineers ad Captains (Start June 2023). It is important to note that aforementioned project components is not exhaustive list and that many other related tasks exists.

SP 7: Building Recertification Program (Senate Bill 4D)

Description: The Town Commission has expressed concerns with the state law as it requires significant capital reserves for condominium/threshold buildings that accompanies a building recertification program. The Commission also has concerns related to the time provided to address any deficiencies discovered during the inspection process.

Progress: The Town Commission authorized the mayor to send a letter to legislators expressing our concern and seeking modification of state law. The letter was sent at the beginning of February 2023.

SP 15: Home Occupation Ordinance Provisions

Description: House Bill 403 which became effective July 1, 2021, prohibits local governments from taking certain actions relating to the licensure and regulation of home-based businesses, specifies conditions under which a business is considered a home-based business, authorizes home-based businesses to operate in areas zoned for residential use if the business meets certain criteria, specifies that home-based businesses are subject to certain business taxes and authorizes adversely affected current or prospective home-based business owners to challenge certain local government actions in violation of the statute.

The current “home occupation” regulations provided in Chapter 30 need to be revised to be compliant with Florida Statutes

Progress: Draft revisions have been completed by staff and will be presented to Planning Board and Town Commission in the summer 2023.

SP 16: Temporary Sign Ordinance Review

Description: The Town Commission has directed staff to update the ordinance provisions related temporary signs with a focus on political signs and real estate signs.

Progress: Target start date is fall 2023.

SP 21: Water Tower Lease

Description: Sprint/T-Mobile cellular equipment exists on the town’s elevated water tank and it is set to expire in 2025. Additionally, other providers have reached out with potential interest to set their cellular equipment. The commission needs to consider granting an extension and develop a policy on the use of the water tower.

Progress: Target start date fall 2023.

Departments:

Police Department
Building Department/Code Enforcement
Town Planner
Highland Beach Fire Rescue Department
Town Manager’s Office

Advisory Board(s)/Community Support Group(s):

Planning Board
Board of Appeals and Adjustments
Code Enforcement Board
Highland Beach Police Foundation

Community Enrichment & Sustainability

Recognize the vital role Highland Beach's natural resources play in a healthy community and implement projects and policies that sustain them. Support residents' desire for community services and programs that enhance personal growth, knowledge and quality of life.

Projects/Initiatives:

SP 11: Sea Turtle Lighting Ordinance

Description: Develop lighting standards and provisions within the Town Code of Ordinances to protect and enhance sea turtle habitat and nesting activities on our beaches. The town currently has limited lighting provisions.

Progress: Lighting standards and provisions have been written by staff and are consistent with best management practices and state guidelines. The Town Commission directed review of the draft standards and provisions to the Natural Resource Preservation Advisory Board (NRPAB) and Planning Board. The NRPAB has recommended its approval and the Planning Board is to review the zoning implications in March 2023.

SP 12: Dune Restoration & Management

Description: The Town Commission assigned the Natural Resource Preservation Advisory Board (NRPAB) to work with staff to educate the public on importance of dune restoration and management. Additionally, the commission directed staff to obtain proposal from coastal engineering firm to update the 2013 Beach Erosion Study, and that the study identify dune areas in need of restoration.

Progress: The NRPAB is hosting a dune restoration and management workshop in March 2023 and staff have started the process to solicit proposals for the update of the 2013 Beach Erosion Study.

SP 17: Seawall Ordinance Review

Description: The recent FEMA flood insurance rate map (FIRM) increased the base flood elevation (BFE) for the town. The BFE is the target height for seawalls and the town does not have a maximum seawall height. Based on existing ordinance requirements, seawall height has started to create concerns amongst waterfront property owners. Therefore, ordinance provisions regarding seawall height may need to be modified.

Progress: Target start date summer 2023.

SP 19: Milani Park

Description: Continue to work with Palm Beach County Administration and Parks and Recreation Department along with County Commissioner on the future development of the Milani Park. Milani Park is governed by a settlement agreement that stipulates design of the park and the timing of construction. The county has one more 5-year extension.

Progress: The Mayor and the Town Manager continue to meet regularly with the county staff and county commissioner to express town concerns over the park development.

SP 20: Intracoastal Waterway (*Speed Control*)

Description: Community concerns exist regarding the safety of the intracoastal waterway, and the town needs to take an active role in its management.

Progress: The Marine Unit of the Police Department started in March of 2022 to improve boater safety by enforcing existing speeds, educating boaters and heighten presence. The police department will collect data and information that can be utilized by all stakeholders in the future to lower speeds and wakes in the intracoastal. The town will continue to meet with our neighboring communities and stakeholders to form partnerships to manage this critical resource.

SP 22: Gas-Powered Leaf Blower Regulations

Description: Community concern has surfaced over the continued use of gas-powered leaf blowers within the community based on noise, pollution and personal health.

Progress: Target start date winter 2024.

Departments:

Town Planner
Highland Beach Library
Town Manager’s Office

Advisory Board(s)/Community Support Groups:

Natural Resources Preservation Advisory Board
Planning Board
Friends of the Library
Library Volunteers

Emerging Issues

The following emerging issues may require action by the community in the short-term planning horizon resulting in the creation of a new project/initiative or require re-prioritization of existing projects/initiatives.

The emerging issues include:

- Aging/Underbuilt Infrastructure, Facilities & Structures
- A1A Drainage/Flooding Issues
- Climate Change/Sea Level Rise effect upon Intracoastal Waterways
- Outdated Management Systems
- American Disabilities Act (ADA) Requirements
- Inflation/Recessionary Concerns
- Charter Spending Limits
- Property Insurance
- Affordability/Cost of Living

Action Planning

The successful implementation of the projects and initiatives defined in the strategic priorities plan is contingent upon the development of an action plan. The action plan must provide clear direction with the ordered tasks/steps needed with target completion dates along with resources needed to complete the project. The plan shall identify those responsible for completing the steps and tasks and monitoring the progress of the project.

As a project or initiative identified in the Strategic Priorities Plan moves from the “Planned” stage to “Commenced” stage, an action plan will be created by the assigned department. The action plan shall include:

- A well-defined description of the project/initiative to be completed
- Tasks/steps that need to be carried out to complete the project/initiative
- Department/Employee who will be in charge of carrying out each task
- When will these tasks be completed (deadlines and milestones)
- Resources needed to complete the tasks
- Measures to evaluate progress

The assigned department shall forward its action plan to the Town Manager for review and approval. Once approved, the action plan will be posted on the Town website and will be updated on a monthly basis. It is important to note that some project may require a more complex action plan based on the scope of the project/initiative. The *Action Plan Template* is attached for reference.

Strategic Priorities: Completed Projects & Initiatives List

Fiscal Year 2020

1. PBA Collective Bargaining Agreement 2020 - 2023
2. FOP Collective Bargaining/General Employees 2020-2023
3. Sanitary Sewer Collection System Evaluation -- CCTV
4. FY 2020-2025 Water & Sewer Rate Study
5. Crosswalk Enhancement Project – Pedestrian Activated Signs/Flashers
6. Install ERP IT System: BS&A Modules Permitting, GL, Fixed Assets, Cash Receipting, AP/AR, PO, Utility Billing
7. Define Purchasing/AP/AR Process, Roles & Responsibilities
8. Update Building Administrative Code Section -- 7th Edition of Florida Building Code:
9. Complete Salary Table & Job Description Update
10. Implement Geographic Information System (GIS) & Expand Capacity
11. Southeast Palm Beach County Coastal Resiliency Partnership & Climate Vulnerability Assessment
12. Bucket Tree Pilot Program

Fiscal Year 2021

1. Charter Review Process
2. Study Alternate Fire Rescue Service Models
3. Building Recertification Ordinance/Program
4. Crosswalk Enhancement Project – Overhead Lighting
5. Police Department – Marine Unit Formation
6. As-built drawing for Municipal Complex project
7. Right-of-Way (ROW) Disruption Ordinance
8. Town Hall Building Improvements
9. Fire Rescue Services Implementation
PR Campaign, Retain Fire Rescue Services Consultants; Retain Medical Director and Assistant Medical Director; Election; Retain architect for fire station design; Commenced fire station design process; Development of Medical Protocols; EMS vehicle selection; Execution of fire services dispatch agreement; Preparation of COCPN and State EMS application documents
10. FY 2020-2025 Water & Sewer Rate Study Update

Fiscal Year 2022

1. Veterans' tab on Town's website
2. Police Department Accreditation (incl. Marine Unit)
3. Fund Balance Guidelines/Policy Revision
4. Property Rights Element – Comprehensive Plan Update
5. Building Permit Discount

File Attachments for Item:

A. Approval of Meeting Minutes

February 07, 2023 - Commission Meeting Minutes



TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING MINUTES

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

Date: February 07, 2023
Time: 1:30 PM

1. CALL TO ORDER

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

2. ROLL CALL

Commissioner David Stern
Commissioner John Shoemaker
Commissioner Evalyn David
Vice Mayor Natasha Moore
Mayor Douglas Hillman
Town Manager Marshall Labadie
Town Attorney Glen Torcivia
Town Clerk Lanelda Gaskins

3. PLEDGE OF ALLEGIANCE

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

4. APPROVAL OF THE AGENDA

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

5. PRESENTATIONS / PROCLAMATIONS

A. Claude Schmid Veteran Hero Proclamation

Commissioner Shoemaker read the Claude Schmid Veteran Hero Proclamation into the record and presented it to Mr. Claude Schmid with the proclamation.

6. PUBLIC COMMENTS

A. Christine B. Viegas Letter

Ms. Christine Viegas of 3405 S. Ocean Blvd. joined the meeting virtually and spoke about the recycling program. Town Manager Labadie elaborated on the recycling program as it relates to the process of the recycling materials.

Ms. Maggie Chappellear announced the March 01, 2023, public meeting hosted by the Natural Resources Preservation Advisory Board Members.

Mr. Joseph Svider of 3407 S. Ocean Blvd. provided comments about the Clarendon Condominium as it relates to recycling.

Judy Berland of 3407 S. Ocean Blvd. commented that she supports the Clarendon Condominium Board as it relates to recycling.

Timothy Ruotolo of 3400 S. Ocean Blvd. Coronado Condominium, spoke about the Accessory Marine Facilities Public Input meetings held in December 2022, the walking path (shared path), and educating the public.

Mr. Jack Halpern of 4511 S. Ocean Blvd., spoke about Ms. Christine Viegas's comment. He made comment on an article written in the Costal Star, and he commented on the January 03, 2023, Town Commission Meeting discussion about increasing the funding limitation.

Mayor Hillman explained that they plan to hold forums for resident input on future referendum items.

Mr. Ron Reame of Dalton Place provided comments about an email from the Committee to Save Highland Beach.

Mr. Rich Furlin of 3407 S. Ocean Blvd. provided comments about the Clarendon Condominium as it relates to recycling.

Ms. Maggie Chappellear provided comments about negative campaigning.

Mr. Peter Kosovsky provided comments related to the Committee to Save Highland Beach.

7. ANNOUNCEMENTS

Mayor Hillman read the announcements as follows.

Board Vacancies

Board of Adjustment and Appeals: Two (2) vacancies, all for three-year terms

One (1) vacancy for an unexpired term ending September 21, 2024

Financial Advisory Board:

One (1) vacancy for an unexpired term ending April 30, 2023

One (1) vacancy for an unexpired term ending April 30, 2024

Natural Resources Preservation Advisory Board:

Three (3) vacancies for unexpired terms ending April 30, 2024

Meetings and Events

February 09, 2023 - 9:30 A.M. Planning Board Regular Meeting

February 14, 2023 - 1:00 P.M. Code Enforcement Board Regular Meeting

February 20, 2023 - Town Hall closed in observance of Presidents Day

February 21, 2023 - 1:30 P.M. Town Commission Meeting

Board Action Report

None.

8. ORDINANCES

A. None.

9. CONSENT AGENDA (These are items that the Commission typically does not read to discuss individually, and which are voted on as a group).

A. None.

10. UNFINISHED BUSINESS

A. Fire Rescue Implementation Update

Town Manager Labadie provided an update on the Fire Rescue Implementation.

Fire Chief Joseph provided a PowerPoint presentation depicting several images of the Fire Rescue vehicles related to the fire engine the Town purchased, the current fire rescue engine, and the EMS vehicle. Chief Joseph explained that having two color schemes initially is not a problem. The Town Commission discussed the fire rescue engines and EMS vehicle colors. The Board supported keeping the fire engine vehicles as is. The EMS vehicle will be red and black.

Town Manager Labadie spoke about starting a fire rescue foundation similar to the Highland Beach Police Foundation.

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

Mayor Hillman announced this matter will be a standing item on future Town Commission agendas.

Town Manager Labadie announced the Florida Department of Transportation will have its next RRR Project meeting on March 13, 2023, at 6 P.M. in the library. He spoke about the laterals, drainage improvements, and traffic control along A1A during the RRR project.

Mayor Hillman provided comments about the Florida Department of Transportation expertise with RRR projects and the like. There were discussions about restricting traffic in the area during construction.

C. Discussion of Accessory Marine-related Public Input Meetings to include summary and next steps.

Town Planner Allen presented this item and provided an overview on the December 5, 7, and 13, 2022 Accessory Marine Public Input Meetings. Staff is requesting direction from the Town Commission on whether to provide the proposed changes, in "concept" form, to the Planning Board for review and recommendation or to move forward with this initiative in some other way as prescribed by the Town Commission. It was recommended to provide the proposed changes in "concept" form to the Planning Board for review and bring it back to the Town Commission.

There was conversation about the public participates at the meetings. There was low turnout at the meetings despite all the advertising.

11. NEW BUSINESS

A. Resolution 2023-002

A Resolution of the Town Commission of the Town of Highland Beach, Florida, relating to membership into the Florida Retirement System for the Fire Rescue Employees, providing for conflicts; and providing for an effective date.

Mayor Hillman read the title of Resolution No. 2023-002.

MOTION: David/Moore - Moved to approve Resolution No. 2023-002 as presented. Upon roll call: Commissioner David (Yes); Vice Mayor Moore (Yes), Commissioner Stern (Yes), Commissioner Shoemaker (Yes), and Mayor Hillman (Yes), which passed on a 5 to 0 vote.

B. Approval of Meeting Minutes

January 17, 2023 - Commission Meeting Minutes

January 31, 2023 - Commission Special Minutes

MOTION: David/Stern – Moved to approve the January 17,2023 and January 31, 2023, which passed unanimously 5 to 0.

C. Consideration to approve and authorize the Town Manager to purchase one (1) 2023 Ford Explorer XLT from Garber Fleet Sales through the Florida Sheriffs Association (FSA) Cooperative Bid No. FSA22-VEL30.0. in an amount of \$39,215.55 for the Building Department (ADDENDUM).

Town Manager Labadie presented this item and provided an overview of the purchase.

MOTION: David/Moore - Moved to approve the purchase of one (1) 2023 Ford Explorer XLT in an amount of \$39,215.55, which passed unanimously 5 to 0.

12. TOWN COMMISSION COMMENTS

Commissioner David Stern had no comments.

Commissioner Evalyn David had no comments.

Commissioner John Shoemaker commented about the City of Delray Beach building a Fire Rescue Department at Anchor Park. He attended the Palm Beach League of Cities meeting and extended an invitation to Commissioner Shirley Johnson to attend the open house of the Fire Rescue Department. He also spoke about an article in the Florida Trend.

Vice Mayor Natasha Moore commented on her presentation to the Financial Advisory Board regarding the water rates. The Financial Advisory Board was supportive of an eight percent (8%) rate increase.

Mayor Douglas Hillman commented on the water rate changes. He requested that the Beach Presentation be put on the agenda for the February 21 2023 Town Commission meeting.

13. TOWN ATTORNEY'S REPORT

Town Attorney Torcivia had no comments.

14. TOWN MANAGER'S REPORT

1. Department of Public Works/Capital Projects

2. City of Delray Beach Update

3. Appropriations

Town Manager Labadie provided a report as follows:

A couple of wells failed at the Water Plant, and they are working on getting them replaced. There is a radiator issue with the generator that is being addressed.

The Fire Station and Lift Station appropriations requests will be rerun back, and the reserves letter is being prepared for the Mayor to sign.

He mentioned a new House Bill 401 on sovereign immunity limits and how it relates to tort regulations and will provide further updates if they decide to open up tort reforms.

He spoke about temporary sign placement issues and encouraged those running for office to speak Building Official Remus or Code Compliance Officer Osowsky so parameters can be set to minimize confusion.

The Town's Marine Unit is collecting data on incidents that occur on the water but there has been there is nothing that has been officially started with the state on the control of speeds in our portion of the intracoastal. A report from Chief Hartman will be shared with the Town Commission.

Advertising and communication for the Natural Resources Preservation Advisory Board Educational Outreach Event for Dune Management and Restoration will continue to be sent out.

After a meeting with Delray Beach, the first push of data was sent over, it is being analyzed. Finance Director DiLena is reaching out to obtain the missing data and they are hopeful that they will be able to give some level of recommendation to the Board based on what was submitted.

Mayor Hillman allowed public comments.

Mr. Jack Halpern of 4511 S. Ocean provided comments on the RRR project and Milani Park.

Mayor Hillman indicated there is no update on Milani Park.

15. ADJOURNMENT

The meeting adjourned at 3:23 pm

APPROVED February 7, 2023, Town Commission Meeting.

ATTEST:

Douglas Hillman, Mayor

Transcribed by
Lanelda Gaskins and Jaclyn DeHart

02/021/2023

Date

Lanelda Gaskins, MMC
Town Clerk

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

File Attachments for Item:

B. Consideration to approve and authorize the Mayor to execute a five-year agreement with Flock Group, Inc. for the license Plate Recognition Cameras.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Commission Meeting
MEETING DATE February 21, 2023
SUBMITTED BY: Chief Craig Hartmann
SUBJECT: License Plate Recognition Cameras

SUMMARY:

The current License Plate Recognition camera system for the Town, which is several years old, is now failing and is in immediate need of replacement.

The police department has researched a new LPR system and has identified Flock Group Inc. to replace the existing system. The Flock data system is currently utilized by the department for the in-car LPR camera system and a signed agreement is in place for data sharing through the LPR data base of over 2,000 law enforcement agencies throughout the country that utilize the Flock LPR system. Flock is deployed in several municipalities in the area and currently provides LPR camera systems for the Delray Beach Police Department, which are monitored for alerts through their dispatch center. This is important because Delray Beach Police provides 24/7 communications/dispatch services for the town, and this gives our police department around the clock monitoring that can immediately receive alerts from the national database for felony vehicles.

Because Flock integrates with our AXON in-car camera systems and, is monitored 24/7 by our communications/dispatch center, it is determined that Flock LPR systems is established as a Town standard for expanding the LPR cameras and replacing the current fixed LPR cameras. The Town has determined that this particular product is the only type that meets the characteristic requirements for performance, consistency, and compatibility of the LPR cameras and as such, makes direct acquisition via Section V. Sub-Section D. of the Town Purchasing Policy.

Along with replacing the four fixed LPR cameras at the AIA entrances, four additional LPR cameras will be installed at the entrance to the Town side streets at Highland Beach Dr., Bel Lido Dr., Bel Air Dr., and Russell Dr. Providing LPR coverage to secondary streets will enhance the level of safety and security by detouring and/or solving crime.

FISCAL IMPACT:

5 Year contract totaling \$127,300. First year cost \$27,700. The Agreement was reviewed by the Town Attorney's Office for legal sufficiency.

ATTACHMENTS:

Flock Group Inc Services Agreement – 5-year contract.

RECOMMENDATION:

Staff recommends the Commission approve the contract agreement with Flock Group Inc.

FLOCK GROUP INC. SERVICES AGREEMENT ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Customer**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY CUSTOMER AGREEMENT” attached (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

Customer: FL - Highland Beach PD	Contact Name: Gerardo Riccio
Address: 3614 S Ocean Blvd Highland Beach, Florida 33487	Phone: (561) 266-5800 E-Mail: griccio@highlandbeach.us
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 60 Renewal Term: 60 Months	Pilot period: First 30 days of Initial Term; option to cancel contract at no cost. Initial Term invoice due after Pilot period. Billing Term: Annual payment due Net 30 per terms and conditions Billing Frequency: 1 year invoices broken into 3 payments. 1st invoice: All professional services/implementation costs and 50% of Annual Recurring Subtotal. 2nd Invoice: 25% of Annual Recurring Subtotal. 3rd Invoice: 25% of Annual Recurring Subtotal. Annual payment at annual subscription term date invoiced for the remainder of subscription term after initial 12 months.
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Professional Services and One-Time Purchases

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Standard Implementation Fee	\$350.00	8.00	\$2,800.00

Hardware and Software Products

Annual recurring amounts over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Flock Safety Advanced Search	\$2,500.00	1.00	\$2,500.00
Falcon	\$2,500.00	8.00	\$20,000.00
Extended data retention (Up to 1 Year)	\$300.00	8.00	\$2,400.00

Subtotal Year 1:	\$27,700.00
Subscription Term:	60 Months
Annual Recurring Total:	\$24,900.00
Estimated Sales Tax:	\$0.00
Total Contract Amount:	\$127,300.00

flock safety

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

Flock Group Inc	Customer:
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block of the Order Form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) (“**Notifications**”);

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agency Generated Data**” means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available on or submitted through the Wing Suite.

1.2 “**Agency Hardware**” means the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.3 “**Aggregated Data**” means information that relates to a group or category of individuals, from which any potential individuals’ personal identifying information has been permanently “anonymized” by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.4 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.5 “**Deployment Plan**” means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

1.6 “**Documentation**” means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

- 1.7 “**Embedded Software**” means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.
- 1.8 “**Falcon Flex**” means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.
- 1.9 “**Flock Hardware**” means the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services.
- 1.10 “**Flock IP**” means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.
- 1.11 “**Flock Safety Falcon™**” means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.
- 1.12 “**Flock Safety Raven™**” means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.
- 1.13 “**Flock Safety Sparrow™**” means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.
- 1.14 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Agency Hardware in the course of and provided via the Services.
- 1.15 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e. NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.
- 1.16 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined in Section 1.19 below.
- 1.17 “**Installation Services**” means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.
- 1.18 “**Non-Agency End User(s)**” means any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.
- 1.19 “**Services**” or “**Flock Services**” means the provision, via the Web Interface, of Flock’s software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.
- 1.20 “**Support Services**” means Monitoring Services, as defined in Section 2.10 below.
- 1.21 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Services.
- 1.22 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services, in accordance with the terms of this Agreement.
- 1.23 “**Wing Suite**” means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.
- 1.24 “**Wing Livestream**” means real-time video integration with third-party cameras via the Flock interface.
- 1.25 “**Wing LPR**” means software integration with third-party cameras utilizing Flock’s Vehicle Fingerprint Technology™ for license plate capture.
- 1.26 “**Wing Replay**” means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.
- 1.27 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access and download via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”).

Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third Party service providers are the agency's sole and exclusive remedy and Flock's sole and exclusive liability with regard to such third-Party services, including without limitation hosting the web interface. Agency agrees to comply with any acceptable use policies and other terms of any third-Party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Flock Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

2.4 Wing Suite License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Wing Suite software and interface.

2.4 Usage Restrictions.

2.4.1 Flock IP. The Permitted Purpose for usage of the Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency. Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Agency's rights under Sections 2.1, 2.2, 2.3, or 2.4.

2.5.2. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.5.2, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.6 Suspension.

2.6.1 Service Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Agency; (b) Agency's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Agency has violated any term of this provision, including, but not limited to, utilizing the

Services for anything other than the Permitted Purpose (“*Service Suspension*”). Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit.

2.6.2 Service Interruption. Services may be interrupted in the event that: (a) Flock’s provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“*Service Interruption*”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Agency or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Agency’s direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency’s account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

2.7 Installation Services.

2.7.1 Designated Locations. For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Flock Hardware (“*Designated Location*”) and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency’s delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. After installation, any subsequent changes to the Deployment Plan (“*Reinstalls*”) will incur a charge for Flock’s then-current list price for Reinstalls, as listed in the then-current Reinstall policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.

2.7.2 Agency Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency (“*Agency Installation Obligations*”). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has, or shall lawfully

obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.7.3 Flock's Obligations. Installation of Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware. Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

2.7.4 Ownership of Hardware. Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at support@flocksafety.com, at no additional cost. Notwithstanding anything to the contrary, Agency is solely responsible for installation of Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

2.10 Special Terms. From time to time, Flock may offer certain Special Terms related to guarantees, service and support which are indicated in the proposal and on the Order Form and will become part of this Agreement, upon Agency's prior written consent. To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.11 Upgrades to Platform. Flock may, in its sole discretion, make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its agencies, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not materially change any terms or conditions within this Agreement.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End Users shall only use Agency-issued email addresses for the creation of their User ID. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect

to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 Confidentiality. To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third Party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third Parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third Party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order.

4.2 Agency Data. As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.4. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7)

days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own and shall not sell Agency Data.

4.3 **Agency Generated Data in Wing Suite.** Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to monitor or enforce Agency's intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Agency Generated Data.

4.4 **Feedback.** If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.5 **Aggregated Data.** Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock does not sell Aggregated Data.

5. PAYMENT OF FEES

5.1. **Fees.** Agency shall pay the fees as set forth in the Order Form.

5.2 **Notice of Changes to Fees.** Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

5.3 **Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock thirty (30) days after the date of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all applicable taxes associated with Services (for non-tax-exempt reasons). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, to receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had due to such billing error.

6. TERM AND TERMINATION

6.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Term**"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.

b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.

- c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.
- d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.

6.2 Termination for Convenience. At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of \$500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products are not subject to refund for early termination. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination.

6.3 Termination. Notwithstanding the termination provisions in Section 2.5.2, in the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period. Either Party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.4 No-Fee Term. Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 ("**No-Fee Term**"). In the event a Non-Agency End User grants Agency access to Footage and/or notifications from a Non-Agency End User, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a thirty (30) day retention policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days' notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.5 Survival. The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 10.1 and 10.6.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Flock Hardware or Embedded Software (a "**Defect**"), Agency must notify Flock's technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Flock Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or Agency Hardware.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 if Agency has misused the Flock Hardware, Agency Hardware, or Service in any manner.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6.

7.5 Insurance. Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

7.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-Party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third Party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees.

9. INDEMNIFICATION

Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.1, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third Party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.1 or this Agreement.

10. MISCELLANEOUS

10.1 Compliance With Laws. The Agency agrees to comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.

10.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

10.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchase of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

10.4 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>), Deployment Plan(s), and any attached addenda are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail.

10.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever. Flock shall at all times be and act as an independent contractor.

10.6 Governing Law: Venue. This Agreement shall be governed by the laws of the State in which the Agency is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.7 Publicity. Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 **Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in Federal Acquisition Regulation (“FAR”), section 2.101, the Services, the Flock Hardware and Documentation are “commercial items” and according to the Department of Defense Federal Acquisition Regulation (“DFAR”) section 252.2277014(a)(1) and are deemed to be “commercial computer software” and “commercial computer software documentation.” Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

10.10 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

10.11 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

AGENCY NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

File Attachments for Item:

C. Resolution No. 2023-004

A Resolution of the Town Commission of the Town of Highland Beach, Florida, amending Resolution No. 2022-020, which appropriated funds for the 2022-2023 fiscal year budget, and providing an effective date.



RESOLUTION NO. 2023-004

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AMENDING RESOLUTION NO. 2022-020, WHICH APPROPRIATED FUNDS FOR THE 2022-2023 FISCAL YEAR BUDGET, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission adopted its 2022-2023 Fiscal Year Budget effective October 1, 2022; and

WHEREAS, the Town passed Resolution No. 2021-023 to establish, operate, and fund a Highland Beach Fire and Rescue Department: and,

WHEREAS, the Town amended its Fund Balance Policy for the General Fund to assign funds for the establishment of the Highland Beach Fire Rescue Department Resolution No. 2022-005 fund balance policy; and,

WHEREAS, staff have estimated expenditures within the next ninety (90) days for various vehicle equipment and installation, additional personnel (Through Year End), and professional fees relating to the establishment of the Fire Rescue Department as set forth in the attached Exhibit 1; and,

WHEREAS, the Town Commission has determined that it is in the best interest of the residents of the Town of Highland Beach to amend the 2022-2023 Fiscal Year Budget through the adjustments set forth in the attached Exhibit 1.

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

Section 1. That the foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2. That the Amendment of funding to the 2022-2023 Budget for the Town’s General Fund Operations (Fund 001) for the Fiscal Year beginning October 1, 2022, and as set forth in Exhibit 1 is adopted and authorized as an Amendment to the General Fund Operations of the Town of Highland Beach, Florida for Fiscal Year 2023.

Section 3. This Resolution shall become effective upon its passage and approval.

DONE AND ADOPTED by the Town Commission of the Town of Highland Beach, Florida, this 21st day of February 2023.

ATTEST:

Douglas Hillman, Mayor

**REVIEWED FOR LEGAL
SUFFICIENCY**

Lanelda Gaskins, MMC
Town Clerk

Glen Torcivia, Town Attorney
Town of Highland Beach

VOTES:

Mayor Douglas Hillman
Vice Mayor Natasha Moore
Commissioner Evalyn David
Commissioner John Shoemaker
Commissioner David Stern

YES NO

EXHIBIT 1
FUND 001 – GENERAL FUND OPERATIONS
AMENDMENT TO
FY 2023 OPERATING BUDGET

The following item is an amendment to the existing FY 2023 General Fund Budget to recognize an additional *Appropriation from Fire Rescue Reserve* accompanied by an increase in the Machinery and Equipment, Professional Services Insurance and Personnel Salary & Benefits expenditure.

REVENUES

Account Number	Description	Amount
001-310.000-389.900	Appropriation from Reserve	<u>\$400,000</u>
Total Revenues		<u>\$400,000</u>

EXPENDITURES

Account Number	Description	Amount
001-522.000-564.000	Machinery and Equipment	\$75,000
001-522.000-531.000	Professional Fees	54,000
001-522.000-512.000	Regular Salaries & Wages	130,000
001-522.000-521.000	FICA Taxes	16,000
001-522.000-522.000	Retirement Contribution	40,000
001-522.000-523.000	Health Insurance	35,000
001-522.000-545.000	Insurance & Bonds	25,000
001-519.300-545.000	Insurance & Bonds	25,000
Total Expenditures		<u>\$400,000</u>

	<u>Amount (\$)*</u>	
Professional Services	\$ 54,000.00	
General Ins./Const Ins.	50,000.00	
Personnel Salary & Benefits	221,000.00	Annualized through Year End
Equipment, Installations & Apparatuses	<u>75,000.00</u>	
Total	<u>\$ 400,000.00</u>	

* Estimate