



# TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING AGENDA

**Tuesday, February 06, 2024 AT 1:30 PM**

**LIBRARY COMMUNITY ROOM, 3618 S. OCEAN BLVD.,  
HIGHLAND BEACH, FL**

## **Town Commission**

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

**Mayor  
Vice Mayor  
Commissioner  
Commissioner  
Commissioner**

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

**Town Manager  
Town Clerk  
Town Attorney**

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

**A.** Resolution No. 2024-003

A Resolution of the Town Commission of the Town of Highland Beach, Florida, supporting the sale of Milani Park and providing for an effective date.

**B.** Resolution No. 2024-002

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

**C.** Police Officer of the Year Award

**6. PUBLIC COMMENTS (NON-AGENDA ITEMS)**

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

**7. ORDINANCES** (Public Comments will be limited to three (3) minutes per speaker per item after Commission initial discussion.)**A.** Ordinance No. 2024-001 (Second Reading/Public Hearing)

An Ordinance of the Town Commission of the Town of Highland Beach, Florida, Amending Section 4-8 "Lighting Restrictions for Protection of Sea Turtles" of Chapter 4, "Animals," and Section 30-85 "Coastal Lighting" of Chapter 30, "Zoning," of the Town Code of Ordinances to incorporate Lighting Regulations for new and existing coastal structures in order to minimize the effect of artificial light on sea turtle populations; providing for the repeal of all ordinances in conflict; providing for severability and codification; and providing an effective date (First Reading was December 5, 2023).

**8. CONSENT AGENDA** (These are items that the Commission typically does not need to discuss individually, and which are voted on as a group.) Public Comments will be limited to three (3) minutes per speaker per item after Commission initial discussion.**A.** Approve and authorize the Town Staff to purchase Zoll EKG monitors for \$147,193.75 according to the Sinavvik Contract, (Contract No. PSAI 2921-06) for the Fire Rescue Department.**9. UNFINISHED BUSINESS** (Public Comments will be limited to three (3) minutes per speaker per item after Town Commission initial discussion.)**A.** Fire Rescue Implementation Update**B.** Florida Department of Transportation (FDOT) RRR Project Update**C.** Continued discussion of Milani Park**10. NEW BUSINESS** (Public Comments will be limited to three (3) minutes per speaker per item after Town Commission initial discussion.)**A.** Approve and authorize the Mayor to execute the Statewide Mutual Aid Agreement between the Town of Highland Beach and the State of Florida Division of Emergency Management, which enables the Town of Highland Beach to receive assistance in the event of a disaster or emergency.**B.** Consideration of a request for land filling approval for a portion of the property located at 4801 South Ocean Boulevard.**C.** 2023-2024 Strategic Priorities Plan Update and Review

**11. TOWN COMMISSION COMMENTS**

Commissioner Judith M. Goldberg

Commissioner Donald Peters

Commissioner Evalyn David

Vice Mayor David Stern

Mayor Natasha Moore

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

Board of Adjustment and Appeals Board                      One (1) vacancy for an unexpired term ending September 21, 2024

**Meetings and Events**

February 07, 2024 11:00 A.M.                      Natural Resources Preservation Advisory Board Regular Meeting

February 08, 2024 9:30 A.M.                      Planning Board Regular Meeting

February 13, 2024 1:00 P.M.                      Code Enforcement Board Regular Meeting

February 19, 2024                      Town Hall Closed in Observance of Presidents' Day

**Board Action Report (Informational Only)**

None.

**15. ADJOURNMENT**

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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 a 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. 2024-003

A Resolution of the Town Commission of the Town of Highland Beach, Florida, supporting the sale of Milani Park and providing for an effective date.



# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

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**MEETING TYPE:** Town Commission Meeting

**MEETING DATE:** February 6, 2024

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

**SUBJECT:** **A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, SUPPORTING THE SALE OF MILANI PARK AND PROVIDING FOR AN EFFECTIVE DATE.**

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**SUMMARY:**

Palm Beach County currently owns property in the Town designated as Milani Park and has proposed the development of a park for recreational and similar use. The Commission has expressed the opinion that the development of Milani Park is not in the best interest of the residents for various reasons and that the park property should be sold with the proceeds from the sale directed to capital projects in other parks within the County, or to some other similar public purpose. Continuing, the Commission requested that Town staff develop a resolution opposing the development of the park be presented at their next regular Commission meeting for consideration. Enclosed please find the resolution.

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**FISCAL IMPACT:**

N/A

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**ATTACHMENTS:**

Resolution No. 2024-003

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**RECOMMENDATION:**

Commission approval of Resolution No. 2024-003.



**RESOLUTION NO. 2024-003**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, SUPPORTING THE SALE OF MILANI PARK AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Palm Beach County currently owns property in the Town designated as Milani Park; and

**WHEREAS**, the County plans on developing Milani Park for recreational and similar uses; and

**WHEREAS**, the Town believes that the development of Milani Park as a recreational park is not in the best interest of the residents of the Town of Highland Beach due to increased traffic, compromised safety and security, potential hazards for beachgoers, and negative impacts on sea turtle nesting; and

**WHEREAS**, the Town believes that the sale of Milani Park to a private developer, in accordance with the Town’s Land Use Rules and Regulations, would be in the best interest of both the Town and the County; and

**WHEREAS**, the County is suffering a capital budget shortfall in excess of \$700 million; and

**WHEREAS**, the sale of Milani Park could generate as much, or more, than \$20 million for Palm Beach County; and

**WHEREAS**, Palm Beach County could utilize the funds from the sale coupled with funds not used to develop the park to address crucial community needs, including affordable and workforce housing, recreation facilities and parks, or other capital projects throughout Palm Beach County; and

**WHEREAS**, the County’s development of the Milani Park property as a recreational park would negatively impact the Town by: a) increasing traffic in the Town; b) compromising the safety and security of the residents of the Town; c) creating safety concerns for individuals crossing busy state road (“A1A”) to access the beach side of the proposed recreational park; d) placing beachgoers at risk to the dangerous swimming conditions created by the Yamato Rock



formation; and

**WHEREAS**, the proposed recreational use on the park would negatively impact critical sea turtle nesting habitat; and

**WHEREAS**, the development of Milani Park as a recreational park would put a strain on the Town’s limited public safety resources.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA**, that Palm Beach County cease their efforts to develop the Milani Park property as a recreational park and instead sell the property to a private developer. This Resolution shall take effect immediately upon adoption.

**DONE AND ADOPTED** by the Town Commission of the Town of Highland Beach, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2024.

**ATTEST:**

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

**REVIEWED FOR LEGAL SUFFICIENCY**

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

\_\_\_\_\_  
Glen Torcivia, Town Attorney  
Town of Highland Beach

**VOTES:**

**YES NO**

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

**File Attachments for Item:**

B. Resolution No. 2024-002

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





# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

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**MEETING TYPE:** Commission Meeting  
**MEETING DATE** February 06, 2024  
**SUBMITTED BY:** Jaclyn DeHart, Deputy Town Clerk  
**THROUGH** Lanelda Gaskins, Town Clerk  
**SUBJECT:** Resolution No. 2024-002

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

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**SUMMARY:**

Consideration of Resolution No. 2024-002 ratifying the selection, appointments, and term of office of a member of the Financial Advisory Board (FAB); and providing for an effective date.

On December 19, 2023, one (1) Board Member was removed for inadequate attendance, which created one (1) vacancy for an unexpired term ending on April 30, 2024.

The Town Clerk's Office received two (2) board applications for Town Commission consideration. The applicant's name are as follows:

Harold Siegel (Highland Place)

Margarita Chappellear (Casa Del Lago)

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 Human Resources Division reported preliminary background checks on all applicants to the Town Clerk's Office. The background check results disclosed there were no objectionable findings. In addition, there were no code violations.

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**FISCAL IMPACT:**

N/A

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**ATTACHMENTS:**

Margarita Chappellear application and vetting form.  
Harold Siegel application and vetting form.  
Resolution No. 2024-002

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**RECOMMENDATION:**

With the Commission's consideration, Staff recommends the adoption of Resolution No. 2024-002 for one applicant to serve a term as outlined in the resolution.



# MEMORANDUM

TO: Lanelda Gaskins, MMC, Town Clerk

FROM: Ron Reame

DATE: 01/18/2024

SUBJECT: Initial Vetting of Applicant:

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On 01/18/2024 (date), I met with Harold Siegel (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:

Terrific background in finance. Well qualified and would be a tremendous asset to the Town and the FAB. Best candidate.

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

RECEIVED

Town Clerk's Office

3614 S. Ocean Boulevard

JAN 16 2024

Highland Beach, Florida 33487

Phone: (561) 278-4548

Fax: (561) 265-3582

Highland Beach, FL  
Town Clerk's Office

**BOARDS AND COMMITTEES APPLICATION**

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

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

NAME: HAROLD A. SIEGEL JR PHONE: (917) 224-7313

HOME ADDRESS: 2901 S. OCEAN BLVD, HIGHLAND BEACH FL APT. NO. 1005

SUBDIVISION: HIGHLANDS PLACE EMAIL ADDRESS: hasiegeljr1@gmail.com

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

       Board of Adjustment & Appeals

       Code Enforcement Board

1  Financial Advisory Board

       Natural Resources Preservation Board

       Planning Board

       Town Commission **\*\*\*(If vacancy)**

       Other Board /Committee

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

Are you a resident of Highland Beach? Yes  No

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

Are you currently serving on a Town Board? Yes  No

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

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

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

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

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

B.S. DEGREE UNIV OF COLO DUAL MAJORS FINANCE + ACCOUNTING. MBA UNIVERSITY OF MICHIGAN.  
36 YEAR FINANCE CAREER: 17 YEARS CHEMICAL BANK, 8 YEARS MERRILL LYNCH, ALL IN CORP. FINANCE.  
11 YEARS W 3 NYC AREA INVESTMENT MANAGEMENT FIRMS, RAISING CAPITAL FROM LARGE  
INSTITUTIONAL INVESTORS FOR INVESTMENTS IN COMPLEX LEVERAGED CREDIT PRODUCTS. ALL  
MY ROLES INVOLVED CREDIT ANALYSIS, FINANCIAL MODELING, AND BUDGET PREPARATION AND MGMT

Please summarize your volunteer experience(s):

GREENS FARMS CONGREGATIONAL CHURCH, WESTPORT, CT., FORMER TRUSTEE.  
GREENS FARMS ACADEMY, WESTPORT, CT., 6 YEAR TRUSTEE  
HIGHLANDS PLACE, HIGHLAND BEACH, FL., CURRENT BOARD MEMBER + TREASURER  
ADAM J. LEWIS ACADEMY, BRIDGEPORT, CT., VOLUNTEER TUTOR, MATH.

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

Jan 16, 2024

Date

Resume Attached

## **Harold Siegel Background**

Harold has spent his entire career in the field of corporate finance, principally in New York City, initially as a corporate lender, then a loan syndication professional, and later an institutional marketer of complex alternative credit products including private credit and special situation funds.

Harold finished his career at Alcentra, a Bank of New York Mellon specialty credit firm, as a Managing Director responsible for institutional investor relationship management and fundraising. Harold has a deep knowledge of sub-investment grade credit strategies including bank loans, high yield, distressed, event driven and structured credit.

Prior to joining Alcentra, Harold worked at Strategic Value Partners and Highland Capital as a Managing Director responsible for institutional marketing. His experience includes working with banks, insurance companies, high-net-worth platforms, family offices, fund-of-funds, and consultants. Earlier in his career, Harold spent eight years at Merrill Lynch where he co-founded the loan syndications group and headed US loan sales and trading. Prior to joining Merrill Lynch, he spent eighteen years at Chemical Bank in a variety of leadership roles in corporate finance, investment banking and loan syndications.

Harold graduated from the University of Colorado with a B.S. (Finance & Accounting), and earned an M.B.A. (Finance) from the University of Michigan.



# MEMORANDUM

TO: Lanelda Gaskins, MMC, Town Clerk  
FROM: Ron Reame  
DATE: 12/20/2023  
SUBJECT: Initial Vetting of Applicant

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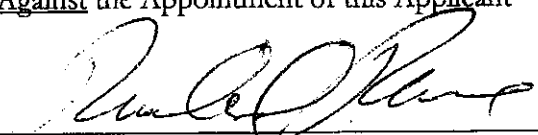
On 12/20/2023 (date), I met with Margarita Chappellear (applicant's name) to discuss his/her community involvement, education, professional experiences and the positive impact he/she could bring to this Board for the betterment of the Highland Beach community.

Detail Explanation:

Maggie is well qualified for this position. She has the background and experience. And she has a very analytical background. Has strong computer skills.

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

RECEIVED

DEC 20 2023

Town of Highland Beach, FL  
 Town Clerk's Office

**BOARDS AND COMMITTEES APPLICATION**

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

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

NAME: Margarita (Maggie) Chappelle PHONE: 571-438-2299  
 HOME ADDRESS: 1015 Bel Air Drive #1 APT. NO. #1  
 SUBDIVISION: Casa De Lago EMAIL ADDRESS: maggietchappelle@gmail.com

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

- #1  Board of Adjustment & Appeals
- #2  Financial Advisory Board
- #3  Code Enforcement Board
- Natural Resources Preservation Board
- Planning Board
- Town Commission **\*\*\*(If vacancy)**
- Other Board /Committee

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

- Are you a resident of Highland Beach? Yes  No
- Are you a registered voter in Highland Beach/Palm Beach County, FL? Yes  No
- Are you currently serving on a Town Board? Yes  No
- Have you ever served on a Town Board/Committee? Yes  No

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

Natural Resources Board

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

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



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

Accounting background, business/marketing degree, computer skills - Excel and others, and have already served on a Board in Highland Beach and am familiar w/ meeting procedures + attendance

Please summarize your volunteer experience(s):

- Natural Resources Board co-chair 2020-2023
- Ran for Highland Beach Commissioner 2023
- Current + helping w/ Milani Park Pocket Park
- Worked w/ Town Manager + Police Chief for ICW Marine Patrol Boat ◦ Dune Restoration Presentation for Town

Florida Law requires appointed members on the Planning and Board of Adjustment and Appeals Boards to file a 2023 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.

Margaret Chee  
Signature of Applicant

12-18-2023  
Date

Resume Attached

**Margarita O. Chappellear**

1015 Bel Air Drive #1  
Highland Beach, Florida 33487  
571-438-2299  
[maggietchappellear@gmail.com](mailto:maggietchappellear@gmail.com)

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**REAL ESTATE DEVELOPER/COMPTROLLER**

**EDUCATION:**

Florida Atlantic University

- Doctoral Candidate (Ed.D.)
- Specialist Degree in Curriculum & Instruction (Ed.S.)
- Master's Degree in Elementary Education

Florida State University

- B.S. Business Marketing

Northern Virginia Community College

- Interior Design

**CURRENT LICENSES HELD IN FLORIDA**

Professional Educator's Certificate

Real Estate Broker's License (current)

**LANGUAGES: BI-LINGUAL SPANISH**

**Experience**

**MANAGING PARTNER-EASTLAND REALTY PARTNERS, LLC.**

Highland Beach, Florida- present

Managing partner and Real Estate Broker for Florida-based real estate LLC  
Specializing in Multi-family and mixed-use properties.

**MANAGING PARTNER- PROPERTY MANAGEMENT/MARKETING/SALES**

Underwood Farms, Charlotte Hall, Maryland - present

Managing partner overseeing the development and sale of a 450+ acre real estate vacant land deal located in Southern Maryland. Duties include property management of on-site rental properties, budgeting and accounting, contract administration, marketing and sales of lots for sale, and the planning and design of future phases.

**CASA DEL LAGO ASSOCIATION, INC**

President/Treasurer -present

### **Educator/Grant Writer/Curriculum and Instruction**

Olympic Height High School (Grades 9-12) Science-Biology Education

### **Educator of Gifted Students: Boca Raton Middle School**

(Grades 7-8) Middle School Science

### **Accounting**

**Comptroller, Eastland Development Corporation**

Responsible for budgeting, project management, and cash outlays of two real estate developments in excess of \$30 Million. Conducted market research, analysis of data and creation of Pro Formas to evaluate potential projects. Accounting duties included budgeting, purchasing, monthly construction draws, and negotiation of contracts. Managerial responsibilities included supervision of employees who assisted in day to day operations of the department. Prior to serving as comptroller, was company's office manager.

### **Property Manager, Residential Property Investors, Inc.**

Responsible for the day-to-day operations of a portfolio of single-family homes, condominiums, and land trusts in excess of \$25 Million for real estate syndication firm.

### **Community Service**

- Co-Chair Natural Resources Board Highland Beach, Florida
- Junior League of Boca Raton

### **Grants/Acknowledgements**

- Citibank Success Fund Grant Recipient
- Palm Beach County Schools International Support & Multicultural Awareness Fund Grant,
- Nominee, "Teacher of the Year" Palm Beach County Schools

**Languages:** Fluent in Spanish

**Computer Skills:** Microsoft Office-Excel, Word, PowerPoint, Adobe-Illustrator and In-Design, AUTO CAD, and SketchUp

**REFERENCES: AVAILABLE UPON REQUEST**



**RESOLUTION NO. 2024-002**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, RATIFYING THE SELECTION, APPOINTMENTS AND TERM OF OFFICE OF MEMBERS OF THE 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 December 19, 2023, one (1) Board Member was removed for inadequate attendance, thereby opening one (1) vacancy on the Board; and

**WHEREAS**, the Town Clerk's Office received two (2) applications 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 applicants 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, 2024, as follows:

**Board Member**

\_\_\_\_\_

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

**DONE AND ADOPTED** by the Town Commission of the Town of Highland Beach, Florida, this **06<sup>th</sup>** day of **February 2024.**

**ATTEST:**

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

**REVIEWED FOR LEGAL SUFFICIENCY**

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

\_\_\_\_\_  
Glen Torcivia, Town Attorney  
Town of Highland Beach

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

**YES NO**

**File Attachments for Item:**

A. Ordinance No. 2024-001 (Second Reading/Public Hearing)

An Ordinance of the Town Commission of the Town of Highland Beach, Florida, Amending Section 4-8 "Lighting Restrictions for Protection of Sea Turtles" of Chapter 4, "Animals," and Section 30-85 "Coastal Lighting" of Chapter 30, "Zoning," of the Town Code of Ordinances to incorporate Lighting Regulations for new and existing coastal structures in order to minimize the effect of artificial light on sea turtle populations; providing for the repeal of all ordinances In conflict; providing for severability and codification; and providing an effective date (First Reading was December 5, 2023).



# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

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**MEETING TYPE:** Town Commission Meeting  
**MEETING DATE** January 16, 2024  
**SUBMITTED BY:** Ingrid Allen, Town Planner, Building Department  
**SUBJECT:** Proposed amendment to the Town Code of Ordinances to incorporate sea turtle protection lighting standards.

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## SUMMARY:

At the December 5, 2023 Town Commission meeting, the Commission considered on first read a proposed amendment to the Town Code of Ordinances that would incorporate comprehensive lighting regulations for the protection of sea turtles. Discussion from the Commission included the following commentary which is noted in **bold**:

- 1. Concern regarding the word “shall” as it pertains to minimizing interior light from existing structures (Section 4-8(j)(2)). It was suggested that the word “shall” be softened, and that the option for other remedial measures be provided.**

Based on the above commentary, Section 4-8(j)(2) of the proposed Ordinance was revised as follows (additions are denoted by a gray bolded double underline and deletions are denoted by a gray bolded double ~~strikethrough~~):

- (2) Existing structures ~~require compliance with shall implement~~ one or more of the following ~~suggested~~ remedial measures in order to minimize interior light emanating from ~~doors and windows~~ within line-of-sight of the beach:
  - a. Apply window tint or film that meets the light transmittance standards for tinted glass;
  - b. Rearrange lamps, **televisions**, and other moveable fixtures away from windows;
  - c. Use opaque shades or room darkening window treatments (e.g., blinds, curtains, screens) to shield interior lights from the beach;
  - d. Other remedial measures not provided for herein may be approved by the Building Official.**

Effective October 1, 2023, Section 166.041(4), Florida Statutes requires that before the enactment of a proposed ordinance, the governing body of a municipality shall prepare or

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cause to be prepared a Business Impact Estimate (BIE) (see attached). According to Section 166.041(4), Florida Statutes, the BIE is a good faith estimate of the number of businesses likely to be impacted by the Ordinance and may not be construed to require a municipality to procure an accountant or other financial consultant to prepare such BIE.

For reference purposes, a brief history on hearings held relating to the proposed sea turtle lighting Ordinance are provided below:

October 18, 2022: Town Commission considers introduction to proposed Ordinance. A motion was made to send the proposed Ordinance to the Natural Resources Preservation Advisory Board (NRPAB) for review and to ask Gumbo Limbo, Florida Fish and Wildlife Conservation Commission (FWC), and the Town's marine turtle permit holder to give their expert advice (motion carried 5-0). In addition, discussion among the Commission included adding examples of colors that pertain to the definition of "long wavelength."

February 1, 2023: NRPAB made a motion to recommend approval of the proposed Ordinance with the following changes (motion carried 4-0):

- Remove the word 'televisions' from Section 4-8(j)(2)b. and add the following text to Section 4-8(j)(2)c.:
- Use opaque shades or room darkening window treatments (e.g., blinds, curtains, screens) to shield interior lights, **light emitting screens including televisions and computers** from the beach.

March 9, 2023: Planning Board made a motion to approve the Ordinance (motion carried 4-0).

April 4, 2023: Town Commission considers proposed Ordinance. Commission commentary includes the following:

- Concern that proposed long wavelength lighting (e.g. amber, orange or red) may not provide safety or security.
- Consider phasing period for proposed regulations.

May 23, 2023: Town Commission considers proposed Ordinance. Commission commentary includes the following:

- All new construction or the full replacement of existing windows, walls, railings, and doors would require a 45% light transmittance value or less while the replacement of individual windows, walls, railings and doors would not.
  - The reference to "nighttime" in Section 4-8(k) Special Events, Motor Vehicles, and Temporary Lighting needs to be specific.
  - Reach out to Delray Sands to see if they have tinted windows and get their input.
  - Provide a sample of tinted glass with a 45 percent light transmittance value.
- 

**FISCAL IMPACT:**

None

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**ATTACHMENTS:**

Proposed Ordinance

Business Impact Estimate

Sea turtle protection lighting table, other municipalities

Town Commission Memorandum – December 5, 2023

Town Commission Memorandum - May 23, 2023

Town Commission Memorandum - April 4, 2023

Public Comment

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**RECOMMENDATION:**

At the discretion of the Town Commission.

**TOWN OF HIGHLAND BEACH  
ORDINANCE NO**

**AN ORDINANCE OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AMENDING SECTION 4-8 "LIGHTING RESTRICTIONS FOR PROTECTION OF SEA TURTLES" OF CHAPTER 4, "ANIMALS," AND SECTION 30-85 "COASTAL LIGHTING" OF CHAPTER 30, "ZONING," OF THE TOWN CODE OF ORDINANCES TO INCORPORATE LIGHTING REGULATIONS FOR NEW AND EXISTING COASTAL STRUCTURES IN ORDER TO MINIMIZE THE EFFECT OF ARTIFICIAL LIGHT ON SEA TURTLE POPULATIONS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY AND CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town of Highland Beach recognizes that light pollution of beaches is a serious threat to sea turtles inhabiting its beaches; and

**WHEREAS**, the Town of Highland Beach recognizes that nesting adult and hatchling sea turtles are negatively affected by light pollution created by artificial light visible from any portion of the beach; and

**WHEREAS**, the Town of Highland Beach recognizes that sea turtles are protected by federal and state law; and

**WHEREAS**, the Town of Highland Beach recognizes that the quality of life of its residents is enriched by a healthy sea turtle population; and

**WHEREAS**, the Town of Highland Beach desires to minimize the detrimental effects on nesting sea turtle populations by implementing regulations that reduce the amount of artificial light, intentionally or unintentionally visible from beaches, emanating from new or existing residences;

**WHEREAS**, the Town Commission has determined that the amendment to the Code of Ordinances is in the best interest of the Town of Highland Beach.

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

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

**Section 2.** The Town of Highland Beach Code of Ordinances is hereby amended by amending Chapter 4 “Animals” to read as follows (deleting is ~~stricken through~~ and adding is underlined):

**Sec. 4-8. – Lighting restrictions for protection of sea turtles.**

(a) *Purpose and intent.* The purpose of this section is to protect the threatened and endangered sea turtles which nest along the beaches of the town from light sources that disrupt their nesting and hatching. The intent is for the appropriate design and implementation of coastal lighting to ensure that light pollution does not interfere with sea turtle nesting and hatching events while at the same time protecting public safety.

(b) *Definitions.*

Artificial light means the light emanating from any human-made device.

The "Beach" means the zone of unconsolidated material that extends landward from the mean low water line to the place where there is a marked change in material or physiographic form or to the line of permanent vegetation.

Certified wildlife lighting means lighting fixtures and bulbs reviewed and approved with conditions of use through the Florida Fish and Wildlife Conservation Commission's Wildlife Lighting Certification Process.

Cumulatively visible means light from numerous artificial light sources that as a group can be seen by an observer standing anywhere on the beach.

Directly visible means when glowing element(s), lamp(s), globe(s), or reflector(s) of an artificial light source can be seen by an observer standing anywhere on the beach.

~~Foot-Candle~~ means ~~the English unit for measuring illuminance; the a unit of illumination equal to that given by a source of one candela at a distance of one foot (equivalent to one lumen per square foot or 10.764 lux). uniform illumination of a surface one foot away from a point source of one candela; one lumen per square foot; equal to 10.76 lux.~~

Frontal dune means the first natural or man-made mound or bluff of sand which is located landward of the beach and which has sufficient vegetation, height, continuity, and configuration to offer protective value.

Full cutoff means a lighting fixture constructed in such a manner that no light emitted by the fixture, either directly from the lamp or a diffusing element or indirectly by reflection or refraction from any part of the luminaire, is projected at or above 90 degrees as determined by photometric test or certified by the fixture manufacturer.

Fully shielded means a lighting fixture constructed in such a manner that the glowing elements, lamps, globes, or reflectors of the fixture are completely covered by an opaque material to prevent them from being directly visible from the beach. Any structural part of the light fixture providing this shielding must be permanently affixed.

Indirectly visible means light reflected from glowing element(s), lamp(s), globe(s), or reflector(s) of an artificial light source that can be seen by an observer standing anywhere on the beach without the light source being directly visible.

Long wavelength means a lamp or light source **(which is amber, orange, or red)** emitting light wavelengths of 560 nanometers or greater and absent wavelengths below 560 nanometers.

New construction means all new construction of or additions ~~and alterations~~ to buildings, pools, ~~pavement~~, other structures, landscape areas or lighting systems. The most protective lighting standards apply to new construction visible from the beach.

Non-egress lighting means exterior lighting that is not being used to light a distinct route or meet minimum requirements for emergency access to or from a building, including but not limited to decorative lights (e.g. strobe lights, string lights, etc.), balcony lights, landscape lights, and uplights.

Outdoor Area means any portion of a property that could have an artificial light source not attached to a permanent structure, including but not limited to pathway lighting, landscape lighting, pool lighting.

Sea Turtle means any turtle, including all life stages from egg to adult, of these species: Green (*Chelonia mydas*), Leatherback (*Dermochelys coriacea*), Loggerhead (*Caretta caretta*), Hawksbill (*Eretmochelys imbricata*), and Kemp's ridley (*Lepidochelys kempii*). For the purposes of this ordinance, the term sea turtle is synonymous with marine turtle.

Sea Turtle Nesting Habitat means all sandy beach and unvegetated or sparsely vegetated dunes immediately adjacent to the sandy beach and accessible to nesting female turtles.

Temporary lighting means any non-permanent light source that may be hand-held or portable including but not limited to tiki torches, lanterns, flashlights (including cell phone flashlights **and screens**), candles, flash photography, etc.

Tinted glass means any glass treated to achieve an industry-approved, inside-to-outside light transmittance value of 45 percent or less. Such transmittance is limited to the visible spectrum (400 to 700 nanometers) and is measured as the percentage of light that is transmitted through the glass.

(c) Applicability. This section shall apply to all **beachfront** properties **and to all exterior lighting of properties located on the westside of State Road A1A** within the Town that may produce artificial light directly, indirectly, or cumulatively visible from any portion of the beach ~~regardless of whether those properties are beachfront properties~~. The provisions of this section are not intended to prevent the use of any design, materials or method of installation or operation not specifically prescribed herein, provided any such alternate has been approved. The Building Official may approve any such proposed alternate provided it:

- (1) Provides at least approximate equivalence to the applicable specific requirements of this section, and;
- (2) Is otherwise satisfactory or complies with the intent of this section, and;
- (3) Has been designed or approved by a registered lighting or electrical engineer and is supported by calculations showing that the design submitted meets that intent of the section, and;
- (4) Has been determined to meet requirements for Certified Wildlife Lighting and/or lights that meet FWC's Wildlife Lighting Guidelines, including long wavelength light sources (without the use of filters), full cut-off, and fully shielded fixtures.

(de) Lighting restrictions along beach. No artificial light shall illuminate any area of the beach which may be used for turtle nesting and hatching during the period from March 1 to October 31 of each year, from dusk to dawn.

(e) Standards for exterior and interior lighting affixed to ~~new structures~~, new construction ~~and improvements to existing structures that require a building permit.~~

- (1) All lighting affixed to the exterior of new permanent ~~structures~~, construction or ~~new~~ additions shall be long wavelength, downward directed, full cutoff, fully shielded and mounted as close to the ground or finished floor surface as possible.
- (2) As an exception to (e)(1) above, non-egress lighting may be affixed to the landward exterior of permanent structures provided that the fixtures are fitted with a long wavelength source and are not directly, indirectly, or cumulatively visible from any portion of the beach.
- (3) Lighting at egress points shall be limited to the minimum number of fixtures and foot-candles necessary to meet federal, state, and local safety requirements.
- (4) Locations including but not limited to stairwells, elevators, parking garages, or courtyards shall not produce light that is directly, indirectly, or cumulatively visible from any portion of the beach. Light screens, shades or curtains shall be used to block visibility of interior lights from the beach. Light screens shall be used on open or enclosed staircases on the seaward or shore-perpendicular side of a building or for parking garages to limit visibility of lights from the nesting beach.
- (5) All glass windows, walls, railings, ~~and~~ doors, or similar glass features on the seaward and shore-perpendicular sides of any new construction shall use tinted glass with an inside to outside light transmittance value of 45 percent or less.
- (6) Emergency lights are not subject to the above standards if on a separate circuit and activated only during power outages or other situations in which emergency lighting is necessary for public safety.

(f) Outdoor areas.

- (1) All lighting of outdoor areas shall be long wavelength, downward directed, full cutoff, fully shielded and mounted as close to the ground or finished floor surface as possible.
- (2) Lighting of paths, walks and routes of building access shall use low level fixtures such as step, paver, path, recessed wall or bollard lights. Bollard lights are not to exceed 42 inches in height and other low level fixtures are to meet the height requirements of FWC's Wildlife Lighting Guidelines. Fixtures shall be downward

directed and utilize long wavelength lamps and beachside shields.

(3) As an exception to (f)(1) above, non-egress outdoor lighting may be installed landward of buildings or other opaque structures provided that they are fitted with long wavelength light sources and are not directly, indirectly, or cumulatively visible from any portion of the beach.

(4) Internally or externally lighted signs shall not be located on the seaward and shore-perpendicular sides of any structures, and shall not produce light that is directly, indirectly, or cumulatively visible from any portion of the beach.

(5) Ponds and fountains on the seaward and shore-perpendicular sides of any structures shall not produce light that is directly, indirectly, or cumulatively visible from any portion of the beach.

(6) Fire pits located on the seaward and shore-perpendicular sides of any structure shall be shielded with an opaque structure or partition, and positioned such that the flame is not directly, indirectly, or cumulatively visible from any portion of the beach. Bonfires and bonfire pits are prohibited within seaturtle nesting habitat during sea turtle nesting season.

(7) Televisions or other illuminated screens shall be located landward of the dune and shall be shielded or positioned such that they are not directly, indirectly, or cumulatively visible from the beach.

(g) *Parking areas and roadways*

(1) All lighting of parking areas and roadways shall be long wavelength, downward directed, full cutoff, fully shielded, and mounted to the minimum level required to maintain compliance with federal, state and local law.

(2) Parking area and roadway lighting shall be shielded from the beach via vegetation, natural features, or artificial structures rising from the ground. These shall prevent artificial light sources, including but not limited to vehicular headlights, from producing light that is directly, indirectly, or cumulatively visible from any portion of the beach.

(3) Lighting of roadways and parking areas shall produce no more lighting than the minimum requirement as outlined by federal, state and local law.

(4) Lighting of parking areas and roadways shall consist of:

- a. Ground-level downward-directed fixtures, equipped with interior dark-colored, non-reflective baffles or louvers, mounted either with a wall mount, on walls or piles, facing away from the beach, or
  - b. Bollard-type fixtures, which do not extend more than 42 inches above the adjacent floor or deck, measured from the bottom of fixture, equipped with downward-directed louvers that completely hide the light source, and externally shielded on the side facing the beach, or
  - c. Pole-mounted lights which shall only be used in parking areas and roadways when mounting the lights at lower elevations cannot practicably comply with minimum light levels set forth in applicable federal and state laws designed to protect public safety. If required, pole-mounted lights shall be:
    - 1. Located on the landward sides of buildings and shall not produce light that is directly, indirectly, or cumulatively visible from any portion of the beach,
    - 2. Mounted at the minimum height required to meet the minimum light level requirement, and
    - 3. Downward-directed onto non-reflective surfaces.
- (5) Equipment/storage areas, and temporary security lights shall also adhere to the lighting restrictions contained in this section.

(h) Pool ~~a~~Areas.

- (1) Lighting of pool decks, pool facilities, swimming pools, and spas shall be long wavelength and fully shielded.
- (2) Lighting of the pool water surfaces and the pool wet deck surfaces shall comply with the minimum light levels set forth in applicable federal and state laws designed to protect public safety.
- (3) Above-water lighting of pool decks, pool facilities, swimming pools, and spas shall otherwise adhere to the applicable requirements for acceptable light fixtures contained in subsection (h)(1) and (2) above.
- (4) Underwater lighting of pools or spa light shall:
  - a. Be mounted horizontally in the wall, and
  - b. Not produce light that is directly, indirectly, or cumulatively visible from any portion of the beach, and



c. Shall comply with minimum light levels set forth in applicable federal and state laws designed to protect public safety.

(i) Beach ~~a~~Access ~~p~~Points and ~~d~~Dune ~~w~~Walkovers.

(1) Lighting of beach access points shall be located and configured to only illuminate areas landward of the beach and frontal dune. All lighting of beach access points shall be long wavelength, downward directed, full cutoff and fully shielded and shall not be directly, indirectly, or cumulatively visible from the beach.

(2) Lights are allowable on dune walkovers or elevated boardwalks only as required for building code purposes and may only be installed landward of the frontal dune. Walkover lighting shall not be directly, indirectly or cumulatively visible from the beach.

(j) Existing ~~e~~Exterior ~~l~~ighting, ~~and~~ existing ~~i~~nterior ~~l~~ighting, ~~and~~ new exterior lighting of ~~properties located on the westside of State Road A1A~~. ~~All existing exterior and interior lighting shall be subject to the following regulations:~~

(1) Upon replacement and only if a building permit is required, the reduction ~~Reduce~~ or elimination ~~eliminate~~ of the negative effects of existing exterior artificial lighting shall be required through the use of the following measures:

a. Reposition, modify or remove existing lighting fixtures so that the point source of light or any reflective surface of the light fixture is no longer directly, indirectly or cumulatively visible from the beach;

b. Replace fixtures having an exposed light source with fully shielded fixtures;

c. Replace any light source, light bulb or lamp that is not long wavelength (e.g. incandescent, fluorescent, or high intensity lighting) with the lowest wattage long wavelength (e.g. LED or low pressure sodium) light source or lamp available for the specific application;

d. Replace non-directional fixtures with directional fixtures that point down and away from the beach;

e. Provide shields for fixtures visible from the beach when it is not practical to immediately replace them. Beachside shields are to cover 270 degrees and extend

below the bottom edge of the fixture on the seaward side so that the light source or any reflective surface of the light fixture is not visible from the beach;

f. Replace pole lamps with low-profile, low-level luminaries so that the light source or any reflective surface of the light fixture is not visible from the beach;

g. Plant or improve vegetation buffers between the light source and the beach to screen light from the beach;

h. Construct a ground level barrier landward of the beach and frontal dune to shield light sources from the beach. Ground-level barriers are to be considered a last resort when no other remediation of the light source is feasible. Ground level barriers may be subject to state coastal construction control line regulations under section 161.053, Florida Statutes, and must not interfere with sea turtle nesting or hatchling emergence, or cause short- or long- term damage to the beach and dune system;

i. Permanently remove or permanently disable any fixture which cannot be brought into compliance with the provisions of these standards.

(2) Existing structures ~~require compliance with~~ ~~shall implement~~ one or more of the following ~~suggested~~ remedial measures in order to minimize interior light emanating ~~from doors and windows~~ within line-of-sight of the beach:

a. Apply window tint or film that meets the light transmittance standards for tinted glass;

b. Rearrange lamps, **televisions**, and other moveable fixtures away from windows;

c. Use opaque shades or room darkening window treatments (e.g., blinds, curtains, screens) to shield interior lights from the beach;

**d. Other remedial measures not provided for herein may be approved by the Building Official.**

(k) ~~Special e~~vents, ~~m~~Motor ~~v~~ehicles, and ~~t~~emporary ~~l~~ighting.

(1) Lighting associated with a special event that may directly, indirectly, or cumulatively be visible from any portion of the beach shall not be authorized at nighttime during sea turtle nesting season.

(2) The operation of all motorized vehicles as provided in section 5-4, shall be prohibited on the beach at nighttime during sea turtle nesting season.

(3) Within sea turtle nesting season, temporary work zone lighting for roadway construction and during declared emergencies shall be directed away from the beach to avoid

illumination of or direct visibility from the beach. Work zone luminaires shall be shielded to avoid lighting areas outside of the immediate construction area.

(4) All other temporary construction lighting shall be:

a. Inclusive of all the standards of this section, including using fixtures that are long wavelength, downward directed, full cutoff, and fully shielded so light is not directly or indirectly visible from the beach, and

b. Mounted less than eight feet above the adjacent floor or deck, measured from the bottom of fixture, and

(5) Handheld and other portable temporary lighting shall not be directed toward or used in a manner that disturbs sea turtles.

(1d) *Enforcement, penalty.* Anyone violating any provisions of this section shall be punished in accordance with all provisions of this Code including but not limited to reference of the violation to the code enforcement board.

**Section 3.** The Town of Highland Beach Code of Ordinances, is hereby amended by amending Chapter 30 “Zoning,” Article V “Natural Resources,” Section 30-85 “Coastal lighting” to read as follows (deleting is ~~stricken through~~ and adding is underlined):

**Sec. 30-85. – Coastal Lighting**

All lighting of all beachfront properties and all exterior lighting of properties located on the westside of State Road A1A within the Town that may produce artificial light directly, indirectly, or cumulatively visible from any portion of the beach, ~~regardless of whether those properties are beachfront properties,~~ structures east of SR A1A shall comply with the "sea turtle protection" lighting standards as provided in section 4-8 of this Code adopted by the town.

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

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

**Section 6. Codification.** Section 2 and Section 3 of the Ordinance may be made a part of the Town Code of Ordinances and may be re-numbered or re-lettered to accomplish such, and the word “ordinance” may be changed to “section,” “division,” or any other appropriate word.

**Section 7. Effective Date.** This Ordinance shall be effective immediately upon adoption at second reading.

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

	AYE	NAY
Mayor Natasha Moore	_____	_____
Vice Mayor David Stern	_____	_____
Commissioner Evalyn David	_____	_____
Commissioner Judith Goldberg	_____	_____
Commissioner Don Peters	_____	_____

PASSED on first reading at the Regular Commission meeting held on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

	AYE	NAY
Mayor Natasha Moore	_____	_____
Vice Mayor David Stern	_____	_____
Commissioner Evelyn David	_____	_____
Commissioner Judith Goldberg	_____	_____
Commissioner Don Peters	_____	_____

PASSED AND ADOPTED on second and final reading at the Regular Commission meeting held on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

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

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
Glen J. Torcivia, Town Attorney

# Business Impact Estimate

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

Proposed ordinance's title: AN ORDINANCE OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AMENDING SECTION 4-8 "LIGHTING RESTRICTIONS FOR PROTECTION OF SEA TURTLES" OF CHAPTER 4, "ANIMALS," AND SECTION 30-85 "COASTAL LIGHTING" OF CHAPTER 30, "ZONING," OF THE TOWN CODE OF ORDINANCES TO INCORPORATE LIGHTING REGULATIONS FOR NEW AND EXISTING COASTAL STRUCTURES IN ORDER TO MINIMIZE THE EFFECT OF ARTIFICIAL LIGHT ON SEA TURTLE POPULATIONS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY AND CODIFICATION; AND PROVIDING AN EFFECTIVE DATE

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the Town is of the view that a business impact estimate is not required by state law<sup>1</sup> for the proposed Ordinance, but the Town is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed Ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
  - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  - b. Sections 190.005 and 190.046, Florida Statutes, regarding Community Development Districts;
  - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

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<sup>1</sup> See Section 166.041(4)(c), Florida Statutes.

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

**1. Summary of the proposed ordinance including a statement of the public purpose to be served, such as serving the public health, safety, morals and welfare of the municipality:** The Town of Highland Beach recognizes that nesting adult and hatchling sea turtles are negatively affected by light pollution created by artificial light visible from any portion of the beach. The Town desires to minimize the detrimental effects on nesting sea turtle populations by implementing regulations that reduce the amount of artificial light, intentionally or unintentionally visible from beaches, emanating from new or existing residences.

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

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

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

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

(a) For new construction, the increased cost of adding tinted glass would be approximately five (5) percent of the cost of the window or door itself, not the total job cost. Using the Delray Sands Resort as an example, the following estimated costs would apply:

- Estimated cost per window (48"x48"): \$500.00
- Tinting cost: 5% of \$500.00 = \$25.00 per window
- Total windows facing the ocean: 50
- Total compliance cost: \$25 x 50 = \$1,250

For existing exterior lighting, the cost of replacing certain lighting fixtures with sea turtle friendly shielded fixtures ranges from approximately \$10.50 to \$90.00 per fixture. The cost of adding a sea turtle friendly shield to existing lighting fixtures ranges from approximately \$9.46 to 16.00 per shield. The cost of replacing certain non-long wavelength bulbs with a long wavelength bulb is approximately \$6.49 to 38.00 per bulb. Note that the replacement of other light fixtures such as pole lamps with low profile sea turtle friendly lamps will vary in price depending on the aesthetic and size of such light sources. Estimates for the latter start at approximately \$200.00.

(b) There are no new charges or fees associated with this Ordinance aside from the costs relating to tinted glass, the replacement of lighting fixtures and bulbs, and/or the addition of a sea turtle friendly shields on an existing lighting fixtures.

(c) There are no new revenues from charges or fees on businesses expected.

**3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:** The only business in the Town is the Delray Sands Resort which is located on the eastside of State Road A1A (beachfront).

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

MUNICIPALITY <sup>1</sup>	SEA TURTLE PROTECTION LIGHTING REGULATIONS
PBC*	<p><b>New Construction:</b> Window tinting (45% LTV or less) for all windows and doors within line of sight of the beach.</p> <p><b>Existing Beachfront Lighting:</b> Window treatment shall be required on all windows visible from the beach. Blackout draperies or shade screens are preferred. Alternatively, or additionally, window tint may be applied to beachfront windows.</p>
Boca Raton	<p><b>New development, redevelopment and modification of existing development:</b> Tinted or filmed glass (45% LTV or less) shall be used in all windows visible from the beach including windows within doors. Shade screens can be substituted for this requirement.</p> <p><b>Existing development:</b> Window treatments in all windows visible from the beach regardless of exposure are required so that interior lights do not directly or indirectly illuminate the beach.</p>
Fort Lauderdale	<p><b>New development:</b> tinted glass (45% LTV or less) shall be installed on all windows and glass doors of single and multi-story structures facing or within line-of-sight of the beach. Shade screens can be substituted for this requirement.</p> <p><b>Existing development:</b> Window treatments shall be installed in windows and glass doors in rooms in single and multi-story structures facing the beach so that lights are not visible from the beach or filming shall be installed on the exterior of all such windows and glass doors, so that internal lights are not visible from the beach. Shade screens can be substituted for this requirement.</p>

\*Delray Beach, Juno Beach, and Ocean Ridge have adopted by reference Palm Beach County's Sea Turtle Protection Ordinance.

<sup>1</sup>Manalpan, Lake Worth Beach, Village of North Palm Beach (oceanfront area is conservation/open space), have no sea turtle lighting regulations.



# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

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**MEETING TYPE:** Town Commission Meeting

**MEETING DATE:** December 5, 2023

**SUBMITTED BY:** Ingrid Allen, Town Planner, Building Department

**SUBJECT:** Proposed amendment to the Town Code of Ordinances to incorporate sea turtle protection lighting standards.

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## SUMMARY:

At the May 23, 2023 Town Commission meeting, the Commission considered a proposed amendment to the Town Code of Ordinances that would incorporate more comprehensive regulations for sea turtle protection lighting. Discussion from the Commission included the following commentary which is noted in **bold** followed by a staff response in *italics*:

**1. All new construction or the full replacement of existing windows, walls, railings, and doors would require a 45% light transmittance value or less while the replacement of individual windows, walls, railings and doors would not.** *Town staff has determined that the inclusion above of "full replacement" of existing windows, etc., may be problematic given permits for such replacements are often issued to individual unit owners rather than to one entity (e.g. condominium HOA). The Building Department does not require a HOA approval letter for such replacements and therefore having to determine and ultimately manage whether individual permits are part of a "full replacement" or not, is not practical. Moreover, "full replacement" is not defined and therefore if, for example, beachfront unit windows are to be replaced but not beachfront accessory use windows (e.g. pool bathroom window or cabana window, etc.) then would such work be considered a "full replacement" or not? That said, and upon direction of the Town Manager, the 45% or less light transmittance requirement has been revised to apply only to new construction. Section 4-8 (e)(5) of the proposed Ordinance has been revised as follows (additions are denoted by a gray bolded double underline and deletions are denoted by a gray bolded double ~~strikethrough~~):*

(5) All glass windows, walls, railings, ~~and~~ doors, or similar glass features on the seaward and shore-perpendicular sides of any new construction shall use tinted glass with an inside to outside light transmittance value of 45 percent or less.



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In addition, Section 4-8(j)(2) has been revised to require the following measures:

**(2) Existing structures shall be encouraged to implement Take one or more of the following suggested remedial measures to minimize interior light emanating from doors and windows within line-of-sight of the beach:**

- a. Apply window tint or film that meets the light transmittance standards for tinted glass;
- b. Rearrange lamps, televisions, and other moveable fixtures away from windows;
- c. Use opaque shades or room darkening window treatments (e.g., blinds, curtains, screens) to shield interior lights from the beach.

**2. The reference to “nighttime” in Section 4-8(k) Special Events, Motor Vehicles, and Temporary Lighting needs to be specific.** Section 4-8(d) of the proposed Ordinance references that no artificial light shall illuminate any area of the beach which may be used for turtle nesting and hatching during the period from March 1 to October 31 of each year, from “dusk to dawn.” Note that the latter regulation is currently in the Town Code under Section 4-8(c).

**3. Reach out to Delray Sands to see if they have tinted windows and get their input.** Staff reached out to the General Manager of the Delray Sands, Derric Clark, and he was advised that the windows on ocean facing rooms have tinting with a 44 percent light transmittance value.

**4. Provide a sample of tinted glass with a 45 percent light transmittance value.** Staff received a single sample of such tinted glass which will be provided at the Commission meeting.

The following additional changes have been made to the Ordinance:

1. The definition of ‘New Construction’ has been revised as follows to remove the reference to “alterations” given the 45 percent or less transmittance value is proposed to be applicable to new construction only not alterations:

\*\*\*

Section 4-8(b) New construction means all new construction of or additions and alterations to buildings, pools, pavement, other structures, landscape areas or lighting systems. The most protective lighting standards apply to new construction visible from the beach.

\*\*\*

2. The ‘applicability’ of the Ordinance has been revised to all beachfront properties and all exterior lighting of properties located on the westside of State Road A1A as follows:

Section 4-8(c) Applicability. This section shall apply to all **beachfront** properties **and to all exterior lighting of properties located on the westside of State Road A1A** within

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the Town that may produce artificial light directly, indirectly, or cumulatively visible from any portion of the beach ~~regardless of whether these properties are beachfront properties~~. The provisions of this section are not intended to prevent the use of any design, materials or method of installation or operation not specifically prescribed herein, provided any such alternate has been approved. The Building Official may approve any such proposed alternate provided it:

3. Minor formatting changes.

Effective October 1, 2023, Section 166.041(4), Florida Statutes requires that before the enactment of a proposed ordinance, the governing body of a municipality shall prepare or cause to be prepared a Business Impact Estimate (BIE) (see attached). According to Section 166.041(4), Florida Statutes, the BIE is a good faith estimate of the number of businesses likely to be impacted by the Ordinance and may not be construed to require a municipality to procure an accountant or other financial consultant to prepare such BIE.

For reference purposes, a brief history on hearings held relating to the proposed sea turtle lighting Ordinance are provided below:

October 18, 2022: Town Commission considers introduction to proposed Ordinance. A motion was made to send the proposed Ordinance to the Natural Resources Preservation Advisory Board (NRPAB) for review and to ask Gumbo Limbo, Florida Fish and Wildlife Conservation Commission (FWC), and the Town's marine turtle permit holder to give their expert advice (motion carried 5-0). In addition, discussion among the Commission included adding examples of colors that pertain to the definition of "long wavelength."

February 1, 2023: NRPAB made a motion to recommend approval of the proposed Ordinance with the following changes (motion carried 4-0):

Remove the word 'televisions' from Section 4-8(j)(2)b. and add the following text to Section 4-8(j)(2)c.:

Use opaque shades or room darkening window treatments (e.g., blinds, curtains, screens) to shield interior lights, **light emitting screens including televisions and computers** from the beach.

March 9, 2023: Planning Board made a motion to approve the Ordinance (motion carried 4-0).

April 4, 2023: Town Commission considers proposed Ordinance. Commission commentary includes the following:

- Concern that proposed long wavelength lighting (e.g. amber, orange or red) may not provide safety or security.
  - Consider phasing period for proposed regulations.
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**FISCAL IMPACT:**

None

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**ATTACHMENTS:**

Proposed Ordinance

Business Impact Estimate

Sea turtle protection lighting table, other municipalities

Town Commission Memorandum with attachments - April 4, 2023

Town Commission Memorandum with attachments - May 23, 2023

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**RECOMMENDATION:**

At the discretion of the Town Commission.



# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

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**MEETING TYPE:** Town Commission

**MEETING DATE** May 23, 2023

**SUBMITTED BY:** Ingrid Allen, Town Planner, Building Department

**SUBJECT:** Proposed amendment to the Town Code of Ordinances to incorporate sea turtle protection lighting standards.

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## SUMMARY:

At the April 4, 2023 Town Commission meeting, the Commission considered a proposed amendment to the Town Code of Ordinances that would incorporate more comprehensive standards for sea turtle protection lighting. Discussion from the Commission included the commentary noted below in bold (staff response is in italics). The Commission asked that the changes come back for review prior to another first read on the Ordinance.

- **Concern that proposed long wavelength lighting (e.g. amber, orange or red) may not provide safety or security.** *According to the Florida Fish and Wildlife Conservation Commission (FWC), the three golden rules of beachfront lighting are as follows:*

*Keep it Low: Mount fixtures as low as possible but still appropriate for the needed purpose.*

*Keep it Long: Lamp/bulb produces long wavelength light.*

*Keep it Shielded: Fixtures are downward-directed and able to shield the bulb or lamp from the beach.*

*According to the FWC, lights that are needed for safety and security should not be turned off, as this may cause a safety hazard. Instead, they should be modified to meet the rules noted above including switching to amber, orange or red LED, adding shielding, and/or repositioning the light to face downward. If a fixture cannot be sufficiently modified, it can be replaced with a Certified Wildlife lighting fixture. Note that the proposed Ordinance reflects the rules noted above and references Certified Wildlife Lighting which are fixtures and bulbs reviewed and approved with conditions of use through the FWC.*

-**Consider phasing period for proposed regulations.** *The following revisions have been made to the Ordinance (additions are denoted by a bolded double underline and deletions are denoted by a bolded double ~~strikethrough~~):*

Section 4-8(e) Standards for exterior and interior lighting affixed to new structures, new construction and improvements to existing structures **that requires a building permit.**

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(1) All lighting affixed to the exterior of new permanent structures, construction or additions shall be long wavelength, downward directed, full cutoff, fully shielded and mounted as close to the ground or finished floor surface as possible.

(2) As an exception to (e)(1) above, non-egress lighting may be affixed to the landward exterior of permanent structures provided that the fixtures are fitted with a long wavelength source and are not directly, indirectly, or cumulatively visible from any portion of the beach.

(3) Lighting at egress points shall be limited to the minimum number of fixtures and foot-candles necessary to meet federal, state, and local safety requirements.

(4) Locations including but not limited to stairwells, elevators, parking garages, or courtyards shall not produce light that is directly, indirectly, or cumulatively visible from any portion of the beach. Light screens, shades or curtains shall be used to block visibility of interior lights from the beach. Light screens shall be used on open or enclosed staircases on the seaward or shore-perpendicular side of a building or for parking garages to limit visibility of lights from the nesting beach.

(5) All glass windows, walls, railings and doors on the seaward and shore-perpendicular sides of any new construction shall use tinted glass with an inside to outside light transmittance value of 45 percent or less.

(6) Emergency lights are not subject to the above standards if on a separate circuit and activated only during power outages or other situations in which emergency lighting is necessary for public safety.

(j) Existing Exterior and Interior Lighting. ~~All existing exterior and interior lighting shall be subject to the following regulations:~~

(1) Upon replacement and only if a building permit is required, the reduction, reduce or elimination eliminate of the negative effects of existing exterior artificial lighting shall be required through the use of the following measures:

a. Reposition, modify or remove existing lighting fixtures so that the point source of light or any reflective surface of the light fixture is no longer directly, indirectly or cumulatively visible from the beach;

b. Replace fixtures having an exposed light source with fully shielded fixtures;

c. Replace any light source, light bulb or lamp that is not long wavelength (e.g. incandescent, fluorescent, or high intensity lighting) with the lowest wattage long wavelength (e.g. LED or low pressure sodium) light source or lamp available for the specific application;

d. Replace non-directional fixtures with directional fixtures that point down and away from the beach;

e. Provide shields for fixtures visible from the beach when it is not practical to immediately replace them. Beachside shields are to cover 270 degrees and extend below the bottom edge of the fixture on the seaward side so that the light source or any reflective surface of the light fixture is not visible from the beach;

f. Replace pole lamps with low-profile, low-level luminaries so that the light source or any reflective surface of the light fixture is not visible from the beach;

g. Plant or improve vegetation buffers between the light source and the beach to screen light from the beach;

h. Construct a ground level barrier landward of the beach and frontal dune to shield light sources from the beach. Ground-level barriers are to be considered a last resort when no other remediation of the light source is feasible. Ground level barriers may be subject to state coastal construction control line regulations under section 161.053, Florida Statutes, and must not interfere with sea turtle nesting or hatchling emergence, or cause short- or long- term damage to the beach and dune system;

i. Permanently remove or permanently disable any fixture which cannot be brought into compliance with the provisions of these standards.

(2) **Existing structures are encouraged to implement** ~~Take or one more of~~ the following **suggested remedial** measures to minimize interior light emanating from doors and windows within line-of-sight of the beach:

a. Apply window tint or film that meets the light transmittance standards for tinted glass;

b. Rearrange lamps, **televisions**, and other moveable fixtures away from windows;

c. Use opaque shades or room darkening window treatments (e.g., blinds, curtains, screens) to shield interior lights from the beach.

Note that for clarity purposes, additional nonsubstantive formatting changes have been made to the Ordinance which are also reflected in either a bolded double underline or strikethrough. For reference purposes, staff has prepared a table that provides sea turtle lighting regulations for existing exterior and interior lighting in both Palm Beach County (PBC) and Boca Raton (see attached).

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**FISCAL IMPACT:**

N/A

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**ATTACHMENTS:**

Proposed Ordinance.

Existing lighting table, other municipalities.

Town Commission Memorandum – April 4, 2023

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**RECOMMENDATION:**

At the discretion of the Commission.



# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

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**MEETING TYPE:** Town Commission

**MEETING DATE:** April 4, 2023

**SUBMITTED BY:** Ingrid Allen, Town Planner, Building Department

**SUBJECT:** Proposed amendment to the Town Code of Ordinances to incorporate sea turtle protection lighting standards.

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## **SUMMARY:**

On October 18, 2022, the Town Commission considered an introduction to a proposed amendment to the Town Code of Ordinances that would incorporate more comprehensive standards for sea turtle protection lighting (see attached Commission memorandum). A motion was made to send the proposed Ordinance to the NRPAB for review and to ask Gumbo Limbo, Florida Fish and Wildlife Conservation Commission (FWC), and the Town's marine turtle permit holder to give their expert advice (motion carried 5-0). Note that the attached October 18, 2022 Commission memorandum provides an assessment of the current sea turtle lighting regulations found in the Town Code as well as Town Comprehensive Plan policies that are specific to the protection of sea turtles. In addition, the memorandum provides sea turtle data from FWC.

A summary of the comments provided by FWC and Gumbo Limbo are provided below (see Attachment No. 1, 2 and 3 for complete comments including those from the Town's marine turtle permit holder):

### **FWC:**

- Add "footcandle" definition consistent with the State of Florida Model Lighting Ordinance for Sea Turtle Protection (*added to proposed Ordinance via bolded double underline*).
  - Provide a light transmittance of 15% to 30%.
  - For temporary construction lighting, add the following two (2) additional regulations under Section 4-8(k)(4):
    - c. Turned off during nighttime in sea turtle nesting season, or if authorized during sea turtle nesting season, shall only be allowed from 6:00AM to 9:00PM, must be restricted to the minimal amount necessary, and shall incorporate the standards in this section, and
    - d. Restricted to the minimal number of foot-candles necessary to conform to the applicable construction safety regulations.
-

**Gumbo Limbo:**

- Revise definition of “beach” to reflect the “toe of the dune” rather than “permanent” vegetation.
- Provide in Certified Wildlife Lighting definition where choices can be found.
- For temporary lighting, include cell phone screens (*added to proposed Ordinance via bolded double underline*).
- Provide a light transmittance of 15% or 15% for all windows within 100 feet of the toe of the dune and 45% for 100 feet beyond dune.
- For proposed Existing Exterior and Interior Lighting (Sec. 4.8(j)(2)b.) include the removal of televisions away from windows (*added to proposed Ordinance via bolded double underline*).

At the October 18, 2022 Town Commission meeting, the Commission’s discussion on the proposed Ordinance included adding examples of colors that pertain to the definition of “long wavelength.” The proposed Ordinance has been revised, via bolded double underline, to include such examples.

In addition, the draft ordinance that was provided to the Town Commission on October 18<sup>th</sup>, 2022, did not specifically require compliance with the “Existing Exterior and Interior Lighting” regulations proposed in Section 4-8(j). The provision read “Reduce or eliminate the negative effects of existing exterior artificial lighting through the following measures.” The proposed Ordinance has been revised to require compliance with such measures (note the addition of the word “shall”) given all the other proposed sea turtle lighting regulations are required. It was noted by the Town Attorney in review of the Ordinance for required public hearings that the measures be either clearly required or suggested remedial measures.

*Light Transmittance:*

According to the State of Florida Model Lighting Ordinance for Sea Turtle Protection (dated December 17, 2020) and the proposed Town ordinance, all glass windows, walls, railing and doors on the seaward side of any new construction shall use tinted glass with an inside to outside Light Transmittance Value (LTV) of 45 percent or less. As noted above, FWC suggests a LTV of 15 to 30% and Gumbo Limbo suggests a minimum LTV of 15 percent with some exceptions. Attachment No. 4 provides a chart to illustrate the various light transmittance percentages. The following table provides the current LTV adopted by those municipalities in Palm Beach County that have sea turtle lighting regulations (according to FWC):

<b>MUNICIPALITY</b>	<b>LIGHT TRANSMITTANCE</b>
Boca Raton	45% or less
Palm Beach County	45% or less
Delray Beach*	45% or less
Juno Beach*	45% or less
Ocean Ridge*	45% or less

\* Municipalities that have adopted Palm Beach County’s Sea Turtle Protection Ordinance.



Also attached to this memorandum is a 2021 lighting survey that was conducted in Highland Beach for a research project with Palm Beach County (Attachment No. 5). While the survey was considered informal, it did record those properties with non-compliant lighting based on the County Code.

**Natural Resources Preservation Advisory Board recommendation**

At the February 1, 2023 Natural Resources Preservation Advisory Board meeting, a motion to approve the proposed Ordinance with the following changes carried 4-0:

Remove the word ‘televisions’ from Section 4-8(j)(2)b. and add the following text to Section 4-8(j)(2)c.

Use opaque shades or room darkening window treatments (e.g., blinds, curtains, screens) to shield interior lights, light emitting screens including televisions and computers from the beach.

**Planning Board recommendation**

At the March 9, 2023 Planning Board meeting, the Board made a motion to approve the Ordinance (motion carried 4-0).

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**FISCAL IMPACT:**

N/A

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**ATTACHMENTS:**

Town Commission Memorandum – October 18, 2022.

Proposed Ordinance.

Attachment No. 1 - FWC comments on proposed Ordinance.

Attachment No. 2 - Gumbo Limbo comments on proposed Ordinance.

Attachment No. 3 - Highland Beach marine turtle Permit Holder comments.

Attachment No. 4 – Light transmittance percentages chart.

Attachment No. 5 - Lighting Survey for Highland Beach (2021) prepared by Palm Beach County, Department of Environmental Resources Management.

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**RECOMMENDATION:**

At the discretion of the Commission.



# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

---

**MEETING TYPE:** Town Commission Meeting

**MEETING DATE** October 18, 2022

**SUBMITTED BY:** Ingrid Allen, Town Planner, Building Department

**SUBJECT:** Introduction of proposed amendment to the Town Code of Ordinances to incorporate sea turtle protection lighting standards.

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## SUMMARY:

Section 30-85 of the Town Code of Ordinances ("Town Code") requires that "[a]ll lighting of all structures east of SR A1A shall comply with the "sea turtle protection" lighting standards as adopted by the town." Such lighting standards are currently found in Section 4-8, and are limited to the following provision:

(c) *Lighting restrictions along beach.* No artificial light shall illuminate any area of the beach which may be used for turtle nesting and hatching during the period from March 1 to October 31 of each year, from dusk to dawn.

Section 4-8 does not address the different types of artificial lighting sources (e.g. residential dwellings, parking areas, walking paths, fountains, pool areas, etc.) that may be visible from the beach including from structures west of State Road A1A nor does it provide specific types of lighting fixtures and sources that protect sea turtle populations.

The Coastal Management/Conservation Element of the Town's Comprehensive Plan provides the following policies specific to the protection of sea turtles:

**Objective 1.4** The Town will actively support protection and conservation of coastal natural resources including manatees, sea turtles, seagrass beds, and mangrove stands. The Town will have met this objective through the provision of education materials regarding the protection of the coastal natural resources within the community.

**Policy 1.4.1** The Town will coordinate with the appropriate agencies in order to ensure the protection of its coastal natural resources, including manatees, sea turtles, seagrass beds, and mangrove stands.

**Policy 1.4.2** The Town shall maintain and enforce provisions to protect its coastal natural resources, including manatees, sea turtles, seagrass beds, and mangrove stands, in its Code of Ordinances.

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**Policy 3.3.3** The Town will include within its land development regulations provisions to require limitations on outside lighting so as to not attract sea turtle hatchlings away from the water during hatching season.

In addition, the Town’s 2022 Strategic Priorities Plan includes a Sea Turtle Lighting Standards initiative as part of the “Ranked Projects & Initiatives List.” Therefore, in compliance with the Town Code, the Town Comprehensive Plan, and the Town’s 2022 Strategic Priorities Plan, staff is proposing an amendment to the Town Code to incorporate more comprehensive sea turtle protection lighting standards. The proposed Ordinance is based on the State of Florida Model Lighting Ordinance for Sea Turtle Protection (dated December 17, 2020) and includes the following provisions:

- Purpose and intent
- Definitions
- Applicability
- Lighting restrictions along beach
- Standards for exterior and interior lighting affixed to new structures, new construction and improvements to existing structures.
- Outdoor areas
- Parking areas and roadways
- Pool areas
- Beach access points and dune walkovers
- Existing exterior and interior lighting
- Special events, motor vehicles and temporary lighting
- Enforcement, penalty

According to the Florida Fish and Wildlife Conservation Commission (FWC), within the last five (5) years, the Town has had more documented sea turtle nests than the Cities of Boca Raton and Delray Beach (see Attached Table 1). The following table provides the annual sea turtle nests totals for the Town from 2017-2022:

Year	County	Beach	Loggerhead Nest	Green Turtle Nest	Leatherback Nest	% of County nests (all species combined)
2017	Palm Beach	Highland Beach	1,182	644	3	4.61
2018	Palm Beach	Highland Beach	902	46	7	3.61
2019	Palm Beach	Highland Beach	904	447	6	3.25
2020	Palm Beach	Highland Beach	1,002	281	11	3.58
2021	Palm Beach	Highland Beach	814	284	6	3.33
<b>Survey Boundary Description</b>					<b>Length (km)</b>	
649m South of Del Harbor Drive (26.43212, -80.06168) to 8 km North of Palm Beach/Broward County Line (26.39106, -80.06613)					4.8	

Data Source: FWC/FWRI Statewide Nesting Beach Survey Program Database as of March 22, 2022

According to the FWC, both the Leatherback and Green sea turtles are endangered while the Loggerhead is threatened. Threats to each of these three (3) sea turtle species includes coastal development which "...increases artificial lighting which can be detrimental to hatchlings causing them to migrate towards the light instead of the ocean."<sup>1</sup>

As part of the Commission's introductory review of this item, it is worthwhile to note that pursuant to Section 2-140(c) of the Town Code, the Natural Resources Preservation Advisory Board ("Board") has the power and duty to "[r]eview existing and proposed town ordinances which affect the environment, and advise the town commission regarding the need for modifications or changes to such ordinances." Therefore, staff recommends that if the Commission should desire to move forward with the proposed Ordinance, that it be reviewed by the Board.

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**FISCAL IMPACT:**

N/A

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**ATTACHMENTS:**

Proposed Ordinance

Table 1 – Sea Turtle Data provided by FWC

Ordinance Process Flowchart

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**RECOMMENDATION:**

At the discretion of the Town Commission.

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<sup>1</sup> <https://myfwc.com/wildlifehabitats/profiles/>

# TABLE 1

Data Source: FWC/FWRI Statewide Nesting Beach Survey Program Database as of 22 March 2022

Year	County	Beach	Survey Length (km)	Loggerhead Nest	Loggerhead False Crawl	Green Turtle Nest	Green Turtle False Crawl	Leatherback Nest	Leatherback False Crawl	Annual Number of Nests (all species combined)	% of County Nests (all species combined)	Nest Density (#Nests/Km) all species combined
2017	Palm Beach	Highland Beach	4.8	1,182	1,470	644	422	3	0	1,829	4.61	381
2018	Palm Beach	Highland Beach	4.8	902	840	46	26	7	0	955	3.61	199
2019	Palm Beach	Highland Beach	4.8	904	797	447	202	6	0	1,357	3.25	283
2020	Palm Beach	Highland Beach	4.8	1,002	844	281	115	11	0	1,294	3.58	270
2021	Palm Beach	Highland Beach	4.8	814	844	284	193	6	2	1,104	3.33	230
2017	Palm Beach	Boca Raton	8.0	767	1,513	299	458	5	1	1,071	2.70	134
2018	Palm Beach	Boca Raton	8.0	686	1,158	19	23	18	0	723	2.73	90
2019	Palm Beach	Boca Raton	8.0	913	1,181	393	535	18	2	1,324	3.17	166
2020	Palm Beach	Boca Raton	8.0	756	1,217	132	193	13	3	901	2.49	113
2021	Palm Beach	Boca Raton	8.0	660	991	192	317	21	0	873	2.63	109
2017	Palm Beach	Delray Beach	4.5	252	900	46	120	6	2	304	0.77	68
2018	Palm Beach	Delray Beach	4.5	271	677	2	11	5	1	278	1.05	62
2019	Palm Beach	Delray Beach	4.5	290	655	58	85	15	1	363	0.87	81
2020	Palm Beach	Delray Beach	4.5	285	536	42	78	21	1	348	0.96	77
2021	Palm Beach	Delray Beach	4.5	356	589	28	43	15	3	399	1.20	89
2017	Palm Beach	Juno Beach	9.7	5,149	8,896	4,343	7,282	64	8	9,556	24.06	985
2018	Palm Beach	Juno Beach	9.7	5,552	7,512	353	404	111	24	6,016	22.74	620
2019	Palm Beach	Juno Beach	9.7	6,452	10,738	4,258	6,541	123	12	10,833	25.92	1117
2020	Palm Beach	Juno Beach	9.7	7,129	10,892	2,249	2,500	216	32	9,594	26.54	989
2021	Palm Beach	Juno Beach	9.7	5,458	9,343	2,373	3,531	157	45	7,988	24.10	824

Cc = Loggerhead; Cm = Green Turtle; Dc = Leatherback

Year	County	County Totals (Cc)	County Totals (Cm)	County Totals (Dc)	Annual Number of Nests in Palm Beach County (all species combined)
2017	Palm Beach	26,245	13,263	207	39,715
2018	Palm Beach	24,876	1,277	305	26,458
2019	Palm Beach	28,790	12,612	397	41,799
2020	Palm Beach	29,465	6,125	565	36,155
2021	Palm Beach	25,880	6,788	484	33,152

## ORDINANCE INITIATION

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

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

## INTRODUCTION TOWN COMMISSION

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

Staff/Legal Team  
Research & Draft  
Ordinance

## ADVISORY BOARD(S)

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

## TOWN COMMISSION -- 1<sup>st</sup> READING

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

## TOWN COMMISSION -- 2<sup>nd</sup> READING/PUBLIC HEARING

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

## TOWN STAFF -- ADOPTION & IMPLEMENTATION

# ATTACHMENT NO. 1

**From:** [SeaTurtleLighting](#)  
**To:** [Ingrid Allen](#); [SeaTurtleLighting](#)  
**Cc:** [Seckinger, Eric](#); [Trindell, Robbin](#); [Mongiovi, Beth](#); [Valvo, Jennifer](#)  
**Subject:** RE: proposed sea turtle lighting ordinance - Town of Highland Beach  
**Date:** Tuesday, December 13, 2022 9:37:41 AM  
**Attachments:** [image001.png](#)

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Dear Ingrid,

Thank you for the opportunity to provide you with comments on the proposed Sea Turtle Ordinance for the Town of Highland Beach, FL. We have a few suggested additions. They are shown as underlined text below:

Section 4.8(b) *Definitions*.

Foot-candle the English unit for measuring illuminance; the uniform illumination of a surface one foot away from a point source of one candela; one lumen per square foot; equal to 10.76 lux.

-  
Nesting Season for Palm Beach County is March 1 to October 31.

Section 4.8(e)(5) All glass windows, walls, railings and doors on the seaward and shore-perpendicular sides of any new construction shall use tinted glass with an inside to outside light transmittance value of 45 percent or less. However, a light transmittance of 15% to 30% is recommended by the Florida Fish and Wildlife Conservation Commission.

Section 4.8(k)(4)

- a. Inclusive of...
- b. Mounted less than...
- c. Turned off during nighttime in sea turtle nesting season, or if authorized during sea turtle nesting season, shall only be allowed from 6:00AM to 9:00PM, must be restricted to the minimal amount necessary, and shall incorporate the standards in this section, and
- d. restricted to the minimal number of foot-candles necessary to conform to the applicable construction safety regulations.

We hope you find the comments useful and appreciated that you reached out for comments from the staff at the Florida Fish and Wildlife Conservation Commission.

Sincerely,

Jennifer

**Jennifer J. Valvo, Ph.D.**

Fisheries & Wildlife Biologist III

Imperiled Species Management Section  
Florida Fish and Wildlife Conservation Commission

Email: [Jennifer.Valvo@MyFWC.com](mailto:Jennifer.Valvo@MyFWC.com)

Phone: (850)922-4330

1875 Orange Avenue East

Tallahassee, FL 32311

---

**From:** Ingrid Allen <[iallen@highlandbeach.us](mailto:iallen@highlandbeach.us)>

**Sent:** Monday, November 21, 2022 10:31 AM

**To:** SeaTurtleLighting <[SeaTurtleLighting@MyFWC.com](mailto:SeaTurtleLighting@MyFWC.com)>

**Cc:** Seckinger, Eric <[Eric.Seckinger@MyFWC.com](mailto:Eric.Seckinger@MyFWC.com)>; Trindell, Robbin <[robbin.trindell@MyFWC.com](mailto:robbin.trindell@MyFWC.com)>;  
Mongiovi, Beth <[Mary.Mongiovi@MyFWC.com](mailto:Mary.Mongiovi@MyFWC.com)>

**Subject:** RE: proposed sea turtle lighting ordinance - Town of Highland Beach

**[EXTERNAL SENDER]** Use Caution opening links or attachments

Jennifer:

Thank you for your email. If you would kindly provide comments no later than **December 13<sup>th</sup>**. As I indicated below, the Town's proposed Ordinance is based on the State Model Ordinance dated 12-17-20.



Sincerely,  
**Ingrid Allen**  
Town Planner

*Town of Highland Beach  
3614 S. Ocean Boulevard  
Highland Beach FL 33487  
(561) 278-4540 Office (option 3)  
(561) 278-2606 Fax  
[www.highlandbeach.us](http://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.

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**From:** SeaTurtleLighting <[SeaTurtleLighting@MyFWC.com](mailto:SeaTurtleLighting@MyFWC.com)>

**Sent:** Friday, November 18, 2022 4:03 PM



**To:** Ingrid Allen <[iallen@highlandbeach.us](mailto:iallen@highlandbeach.us)>  
**Cc:** SeaTurtleLighting <[SeaTurtleLighting@MyFWC.com](mailto:SeaTurtleLighting@MyFWC.com)>; Seckinger, Eric <[Eric.Seckinger@MyFWC.com](mailto:Eric.Seckinger@MyFWC.com)>; Trindell, Robbin <[robbin.trindell@MyFWC.com](mailto:robbin.trindell@MyFWC.com)>; Mongiovi, Beth <[Mary.Mongiovi@MyFWC.com](mailto:Mary.Mongiovi@MyFWC.com)>  
**Subject:** RE: proposed sea turtle lighting ordinance - Town of Highland Beach

Dear Ms. Allen,

Thank you for reaching out to the Florida Fish and Wildlife Commission (FWC) for comments on the proposed Sea Turtle Ordinance for the Town of Highland Beach, FL. FWC staff appreciate the opportunity to review and provide comments on the ordinance. Please let me know if there is an impending or designated deadline that must be met.

Sincerely,

Jennifer

**Jennifer J. Valvo, Ph.D.**

Fisheries & Wildlife Biologist III  
Imperiled Species Management Section  
Florida Fish and Wildlife Conservation Commission

Email: [Jennifer.Valvo@MyFWC.com](mailto:Jennifer.Valvo@MyFWC.com)

Phone: (850)922-4330

1875 Orange Avenue East

Tallahassee, FL 32311

---

**From:** Mongiovi, Beth <[Mary.Mongiovi@MyFWC.com](mailto:Mary.Mongiovi@MyFWC.com)>  
**Sent:** Monday, October 24, 2022 10:46 AM  
**To:** Ingrid Allen <[iallen@highlandbeach.us](mailto:iallen@highlandbeach.us)>  
**Cc:** SeaTurtleLighting <[SeaTurtleLighting@MyFWC.com](mailto:SeaTurtleLighting@MyFWC.com)>  
**Subject:** proposed sea turtle lighting ordinance - Town of Highland Beach

Good morning Ingrid.

This request should go to our lighting staff who I have included in my response.

Thanks.

**Beth Mongiovi (Brost)**  
Assistant Research Scientist  
Marine Turtle Research  
Fish and Wildlife Research Institute  
100 8<sup>th</sup> Avenue SE  
St. Petersburg, FL 33701

(727) 502-4738 (Office), (727) 410-2499 (Cell)  
<http://myfwc.com/research/wildlife/sea-turtles/>

**“...in Wildness is the Preservation of the World.” – Henry David Thoreau**

---

**From:** Ingrid Allen <[iallen@highlandbeach.us](mailto:iallen@highlandbeach.us)>  
**Sent:** Monday, October 24, 2022 10:18 AM  
**To:** Mongiovi, Beth <[Mary.Mongiovi@MyFWC.com](mailto:Mary.Mongiovi@MyFWC.com)>  
**Subject:** proposed sea turtle lighting ordinance - Town of Highland Beach

Hi Beth:

The Town is proposing a sea turtle lighting ordinance that is based on the State Model Ordinance Lighting Ordinance for sea turtle protection (dated 12-17-20). The ordinance was introduced to the Town Commission on 10/6/22 and the Commission asked that it be reviewed by the Town’s Natural Resources Preservation Advisory Board, Gumbo Limbo and FWC. That said, I have attached the proposed ordinance and would appreciate any comments and/or support at your earliest convenience.

Thank you.



Sincerely,  
**Ingrid Allen**  
Town Planner

*Town of Highland Beach  
3614 S. Ocean Boulevard  
Highland Beach FL 33487  
(561) 278-4540 Office (option 3)  
(561) 278-2606 Fax  
[www.highlandbeach.us](http://www.highlandbeach.us)*

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# ATTACHMENT NO. 2

**From:** [Anderson, David](#)  
**To:** [Ingrid Allen](#)  
**Subject:** RE: TOWN: Sea Turtle Lighting Ordinance Updating  
**Date:** Tuesday, October 25, 2022 10:46:49 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)  
[image007.png](#)  
[image008.png](#)

---

Hi Ingrid,

Overall a very nice job with the ordinance! I consulted with Dr. Kirt Rusenko and below are some comments. Let me know if you have any questions.

Thank you,  
David

## Page 2

Sec. 4-8.

(b) Definitions.

“Beach”

Comment: There is really no “permanent” vegetation on the dune. Suggest changing “the line of permanent vegetation” to “the toe of the dune” which as been defined for ordinances. The “permanent vegetation line” is way farther west than the toe of the dune. This might be something that can be used to restrict lighting further inland from the beach.

“Certified wildlife lighting”

Comment: Maybe this part includes the FWC website or at least provide where these lighting choices can be found?

## Page 3

“Temporary lighting”

Comment: Include cell phone screens?

“Tinted glass”

Comment: Try for higher tinting, e.g., 15% transmittance, which would also save residents on air conditioning bills. Or maybe 15% transmittance for all windows within 100 feet of the toe of the dune and 45% transmittance for 100 feet beyond of the dune. (Inverse Square Law of Light – light decreases with distance).

## Page 4

(d) Lighting restrictions along beach.

Comment: Might this section include skyglow as a source of lighting that illuminates the beach?

(e) Standards for exterior and interior lighting . . .

(1)

Comment: This is great!

## Page 5

(3)

Comment: Longer wavelength lighting requires fewer foot-candles at night to adequately light an area. So, after the Illuminating Engineering Society determines proper definitions for scotopic/photopic ratios the required foot-candles may be reduced in the future for beachfront lighting.

(5)

Comment: Similar to comment above, go for 15% transmittance.

## Page 8

(j) Existing Exterior and Interior Lighting

(1)

Comment: Nice section! More of a carrot than a stick.

## Page 9

(2)

b.

Comment: "Rearrange lamps, TVs, and other . . . "

**David Anderson** | Sea Turtle Conservation Coordinator  
City of Boca Raton, Recreation Services - Gumbo Limbo Nature Center  
1801 N. Ocean Blvd., Boca Raton, FL 33432  
P 561-544-8614 | [manderson@myboca.us](mailto:manderson@myboca.us)

Stay Connected



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**From:** Ingrid Allen <iallen@highlandbeach.us>  
**Sent:** Thursday, October 20, 2022 1:56 PM  
**To:** Anderson, David <MAnderson@ci.boca-raton.fl.us>  
**Subject:** [EXTERNAL] RE: TOWN: Sea Turtle Lighting Ordinance Updating

David:

I appreciate your quick response. Thank you for offering to review the Ordinance. Again, kindly provide any comments and/or support of the Ordinance at your earliest convenience. I will be emailing all interested parties early next week on whether the Ordinance will make the 11-2-22 NRPAB meeting agenda or a future date.



Sincerely,  
**Ingrid Allen**  
Town Planner

*Town of Highland Beach  
3614 S. Ocean Boulevard  
Highland Beach FL 33487  
(561) 278-4540 Office (option 3)  
(561) 278-2606 Fax  
[www.highlandbeach.us](http://www.highlandbeach.us)*

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---

**From:** Anderson, David <MAnderson@ci.boca-raton.fl.us>  
**Sent:** Thursday, October 20, 2022 1:24 PM  
**To:** Ingrid Allen <iallen@highlandbeach.us>  
**Subject:** RE: TOWN: Sea Turtle Lighting Ordinance Updating

Hi Ingrid,

I will be glad to look over the ordinance and provide comments. Unfortunately, I have a meeting at the day and time of the NRPAB meeting. Meanwhile, I will be happy to provide any more info upon request – photos, examples, data, etc. I will reply to the other e-mail as well.

Thank you for reaching out to me.

David

**David Anderson** | Sea Turtle Conservation Coordinator  
City of Boca Raton, Recreation Services - Gumbo Limbo Nature Center  
1801 N. Ocean Blvd., Boca Raton, FL 33432  
P 561-544-8614 | [manderson@myboca.us](mailto:manderson@myboca.us)

**Stay Connected**



---

**From:** Ingrid Allen <[iallen@highlandbeach.us](mailto:iallen@highlandbeach.us)>  
**Sent:** Thursday, October 20, 2022 12:15 PM  
**To:** Anderson, David <[MAAnderson@ci.boca-raton.fl.us](mailto:MAAnderson@ci.boca-raton.fl.us)>  
**Subject:** [EXTERNAL] FW: TOWN: Sea Turtle Lighting Ordinance Updating

Mr. Anderson:

Just wanted to follow up on Joanne's email below. Note that the Town's proposed Sea Turtle Ordinance (see attached) is based on the State of Florida Model Lighting Ordinance for Sea Turtle Protection (dated December 17, 2020). As I indicated below, in my initial email to Joanne, the Ordinance was introduced to the Town Commission on 10-18-22. Upon the Commission's review, their direction was to have the Ordinance reviewed by the Town's Natural Resources Preservation Advisory Board (NRPAB) as well as Gumbo Limbo. That said, in addition to your attendance at the NRPAB meeting (tentatively on 11/2/22 at 1:00pm), would you be able to review the Ordinance and kindly provide any comments and/or general support at your earliest convenience? Kindly advise.

Thank you.



Sincerely,  
**Ingrid Allen**  
Town Planner

*Town of Highland Beach  
3614 S. Ocean Boulevard  
Highland Beach FL 33487  
(561) 278-4540 Office (option 3)  
(561) 278-2606 Fax  
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# ATTACHMENT NO. 3

**From:** [Barbara Blaid James](#)  
**To:** [Ingrid Allen](#); [ryansarewe@bellsouth.net](mailto:ryansarewe@bellsouth.net)  
**Cc:** [David Anderson](#); [Jeff Remas](#); [Marshall Labadie](#)  
**Subject:** HIGHLAND BEACH Sea Turtle Lighting Ordinance U-TUBE  
**Date:** Thursday, October 20, 2022 12:27:55 PM

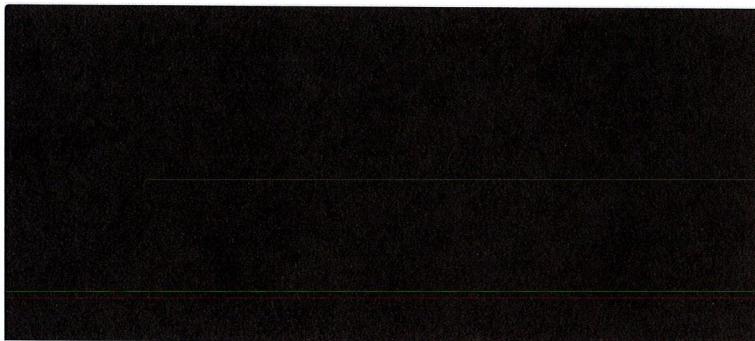
---

Dear Joanne Ryan (FWC Permit #22-100) and others - In my 21+ years as a resident of Highland Beach and most of those years as a Sea Turtle Program volunteer and/or Permit Holder, this is the very first time I have seen such attention to detail from true professionals that we finally have in our Village Government. The Sea Turtle Lighting Ordinance which was formerly two sentences (if that) is finally, in 2022-23, being upgraded beyond expectations. The eleven page potential Ordinance can be found on the Town website. The Town has taken the ball and run very fast and furious with it. I will attempt to watch/listen to the 11/2 Commission meeting on my cell phone, as I am not available to attend.

Following is a link to the **U-Tube portion of the Town Commission's October 18th, 2022 meeting. (78) 10/018/2022 Town Commission Meeting - YouTube** (click on the link at bottom **The Turtle Lighting Topic discussion appears starting at 1:36:58 and ending at 2:00:32.**)

This replacement Ordinance will be "approved" at a future meeting. OUR CURRENT TOWN GOVERNMENT WANTS THIS ORDINANCE. *Celebration indeed.* Thanks to those involved in making this happen - **Barbara James**

PS - if you attempt to find this meeting another way, please note that U-Tube description has a typo - is shows 10/**0**18/2022 instead of 10/18/2022.



10/018/2022 Town Commission Meeting

On Thursday, October 20, 2022 at 06:01:17 AM EDT, [ryansarewe@bellsouth.net](mailto:ryansarewe@bellsouth.net) <[ryansarewe@bellsouth.net](mailto:ryansarewe@bellsouth.net)> wrote:

Good morning, Ingrid,

Thank you for the invitation to the NRPAB meeting regarding the sea turtle lighting ordinance. I would be happy to attend the meeting on Nov 2nd and I am including in this email the representatives that I think would be interested in attending for Palm Beach County, FWC and Gumbo Limbo.

I will reach out to our "turtle team" and see who can be available to attend as well.

Also, I want to thank Barbara for keeping the ball rolling on this issue. As she mentioned in her emails, the code compliance staff has been excellent in resolving lighting issues over this past summer.

Thank you for all your efforts.

See you in November.

Joanne Ryan  
Highland Beach MT Permit #100  
561-441-4375

On Wednesday, October 19, 2022 at 11:35:42 AM EDT, Ingrid Allen <iallen@highlandbeach.us> wrote:

Joanne:

Good afternoon. The introduction of the sea turtle lighting Ordinance went before the Town Commission yesterday. The Commission made a motion to have the Town's Natural Resources Preservation Advisory Board (NRPAB) review the Ordinance and have yourself, as the current Marine Turtle Permit Holder (and any volunteers) as well as representatives from Gumbo Limbo and FWC attend such NRPAB meeting. That said, the NRAPB meets quarterly, and their next meeting is November 2, 2022 at 1:00pm (Town Hall Chambers). Would you be available to attend on November 2<sup>nd</sup>? Also, can you provide me with any contacts you may have over at Gumbo Limbo and any local contact at FWC (I have been in contact with Beth Mongiovi of FWC but she is based in St. Petersburg.). Kindly advise at your earliest convenience.

Thank you.

Sincerely,

**Ingrid Allen**

**Town Planner**

---

**From:** bocablanid <bocablanid@yahoo.com>  
**Sent:** Thursday, October 13, 2022 8:11 PM  
**To:** Ingrid Allen <iallen@highlandbeach.us>; bocablanid@yahoo.com  
**Cc:** Jeff Remas <bco@highlandbeach.us>; Joanne Ryan <ryansarewe@bellsouth.net>  
**Subject:** RE: TOWN: Sea Turtle Lighting Ordinance Updating

Ingrid (and Jeff) .... this is, indeed, great news. I am forwarding to the current Marine Turtle Permit Holder - Joanne Ryan. (I am behind the scenes attempting to back away as she builds the Program under her fresh vision).

As a "civilian", I must admit, reading legalize has always been a challenge for me ! I gave it a shot and with a few eyeball rolls as I was feeling somewhat inadequate, it appears to cover many bases and I am quite impressed.

Thank you again for taking the lead and getting this "on the books --- finally". You continue to show you're valuable assets to our Town.



Best to you both ... Barbara

PS .. Glad to report that Jeff and his Ordinance Official(s) were a great help with those violations we reported this year. They now will have the "paper to stand on" in future nesting seasons. BRAVO

----- Original message -----

From: Ingrid Allen <[iallen@highlandbeach.us](mailto:iallen@highlandbeach.us)>

Date: 10/13/22 3:25 PM (GMT-05:00)

To: Barbara Blaniid James <[bocablanid@yahoo.com](mailto:bocablanid@yahoo.com)>

Cc: Jeff Remas <[bco@highlandbeach.us](mailto:bco@highlandbeach.us)>

Subject: RE: TOWN: Sea Turtle Lighting Ordinance Updating

Barbara:

FYI, at the 10-18-22 Town Commission meeting, the Commission will be considering the Introduction of a proposed sea turtle ordinance (see attached). The ordinance is based on the State of Florida's model lighting ordinance for sea turtle protection. The staff memorandum that will accompany the ordinance will be available on the Town's website the Friday before the meeting at the following link:

<https://highlandbeach-fl.municodemeetings.com/?>

Sincerely,

**Ingrid Allen**

Town Planner

---

**From:** Barbara Blaniid James <[bocablanid@yahoo.com](mailto:bocablanid@yahoo.com)>

**Sent:** Wednesday, August 17, 2022 11:49 AM

**To:** Marshall Labadie <[mlabadie@highlandbeach.us](mailto:mlabadie@highlandbeach.us)>

**Cc:** Terisha Cuebas <[tcuebas@highlandbeach.us](mailto:tcuebas@highlandbeach.us)>; Douglas Hillman <[dhillman@highlandbeach.us](mailto:dhillman@highlandbeach.us)>;

Natasha Moore <[nmoore@highlandbeach.us](mailto:nmoore@highlandbeach.us)>; Peggy Gossett-Seidman

<[pseidman@highlandbeach.us](mailto:pseidman@highlandbeach.us)>; Evalyn David <[edavid@highlandbeach.us](mailto:edavid@highlandbeach.us)>; John Shoemaker

<[jshoemaker@highlandbeach.us](mailto:jshoemaker@highlandbeach.us)>; Jeff Remas <[bco@highlandbeach.us](mailto:bco@highlandbeach.us)>; Ingrid Allen

<[iallen@highlandbeach.us](mailto:iallen@highlandbeach.us)>; JOANNE RYAN <[ryansarewe@bellsouth.net](mailto:ryansarewe@bellsouth.net)>; Craig Hartmann

<[chartmann@highlandbeach.us](mailto:chartmann@highlandbeach.us)>

**Subject:** TOWN: Sea Turtle Lighting Ordinance Updating

TO: Marshall Labadie - Town Manager

TO: Assistant Town Manager - Terisha Cuebas

CC's TO: Our Town Commissioners

CC: Craig Hartmann - Chief HBPD

CC: Joanne Ryan - FWC Marine Turtle Permit Holder 22-100

CC: Jeff Remas - HB Building Official

CC: Ingrid Allen - HB Town Planner

FROM: Barbara James - Former Sea Turtle Permit Holder

RE: UPDATING SEA TURTLE LIGHTING ORDINANCE

Dear Marshall - (and Ladies and Gentlemen) -

As I am not sure exactly whom to address this request, you are all *the lucky recipients* of this e-mail. Okay - Down to business:

The Town has a two sentence Ordinance about Beach-Front Lighting during Sea Turtle Nesting Season. It was written in the early 1980's (or close enough to that time). For years it has been a struggle to actually clarify to those "in violation" that they are indeed "in violation". Many Towns, Counties and Cities here in Florida and all the way up to the Carolinas have "clearer, newer" Ordinances for these exact issues. Scratching my head, a dozen or so years ago, I inquired of the Town to look into this. Got a pat on the head and said "certainly, we will look into it".

During the pandemic, after having reported one of the "Lights on the Beach" violations, I recall that Jeff Remas and Ingrid Allen told me that they had started the process of "LOOKING INTO THE NECESSARY ORDINANCE UPDATING" - - and one of them (?) had mentioned to me that they had reached out and gotten clear, concise, enforceable material from extremely appropriate sources, enabling them to write the Up-Date that I had been looking for so long. We all got lost during the pandemic freeze-in-place era, so I didn't push, ask or even think about it.

BUT - after having attended the Town Commission meeting yesterday, I saw Jeff coming down the hallway. I put out my foot to trip him; it caused him to stop abruptly and in 25 words or less (hard to believe from me), he said YES, they had indeed completed the necessary rewrite and it just had to be brought up on a future agenda. I won't bother you with the numerous emails to Code Enforcement / Building Department his season with violations of lighting ordinances, and the fast and efficient investigation and completion of those events. **We now have a SUPERIOR TEAM in our CODE/BUILDING Department.** Better than we have had since I have owned here since 1998. Let's take full advantage of their commitment, their fire, their efficiency and their drive. **They have the "product". Ready. Now.**

As mentioned, I had 25 words with Jeff. I do not know whom to ask to put this Completed Project on an Agenda for approval, or discussion, or whatever is deemed necessary. The work is done (thanks in part to Covid quiet time). Those of us working in our "Sea Turtle Nesting Sanctuary" (aka Highland Beaches three-mile maternity ward) could use the support when violations are affecting the nesting.

I admit having made this letter less than Business/Professional - but that was to hope you would read

through it.

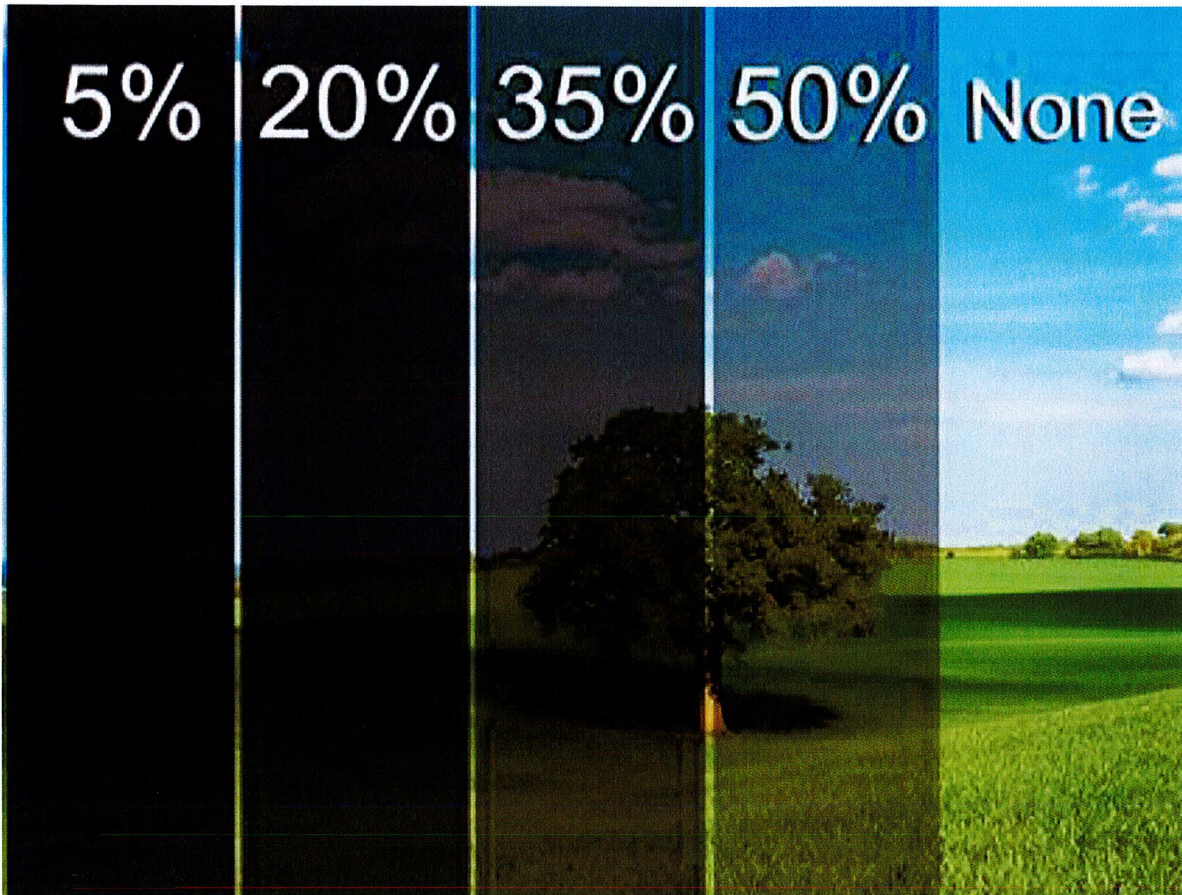
**Closing on a serious note, please consider adding the Sea Turtle Lighting Ordinance Update to a not-to-distant future Commission Meeting for discussion, recommendation and approval.**

Grateful for your continued support,

Barbara James

FWC Q.I. / former Permit Holder

## Window Tint Visible Light Transmittance



Source: Lighting Guide, Marine Turtle Protection Ordinance, Sarasota County, FL

# ATTACHMENT NO. 5

**From:** [Teal Kawana](#)  
**To:** [Adam Osowsky](#); [Ingrid Allen](#)  
**Subject:** Highland Beach Lighting Survey  
**Date:** Tuesday, October 25, 2022 12:05:35 PM  
**Attachments:** [image001.png](#)  
[Highland Photosheet 090221.docx.pdf](#)

---

Good Afternoon,

As requested, the Highland Beach photosheet from our 2021 lighting survey is attached. This was an informal survey that was conducted for a research project with the County and we recorded properties with non-compliant lighting based off of the conditions in our County ordinance. Please let me know if you have any questions. Thank you.



***Teal Kawana***

***Environmental Analyst***

[Palm Beach County](#)

[Dept. of Environmental Resources Mgmt.](#)

[2300 North Jog Road, 4<sup>th</sup> Floor](#)

[West Palm Beach, FL 33411](#)

[Email:TKawana@pbcgov.org](mailto:TKawana@pbcgov.org)

[Office: \(561\)-681-3852](tel:(561)681-3852)

---

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September 02, 2021  
2359 S Ocean Blvd



ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Interior	2+ rooms	East

September 02, 2021  
2363 S Ocean Blvd



ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Up lighting on vegetation	Unknown	Southeast
2	Indirect illumination	Unknown	Southeast

September 02, 2021  
2365 S Ocean Blvd



ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Up lighting on vegetation	Unknown	Southeast, Northeast
2	Indirect illumination	Unknown	East



September 02, 2021  
2367 S Ocean Blvd



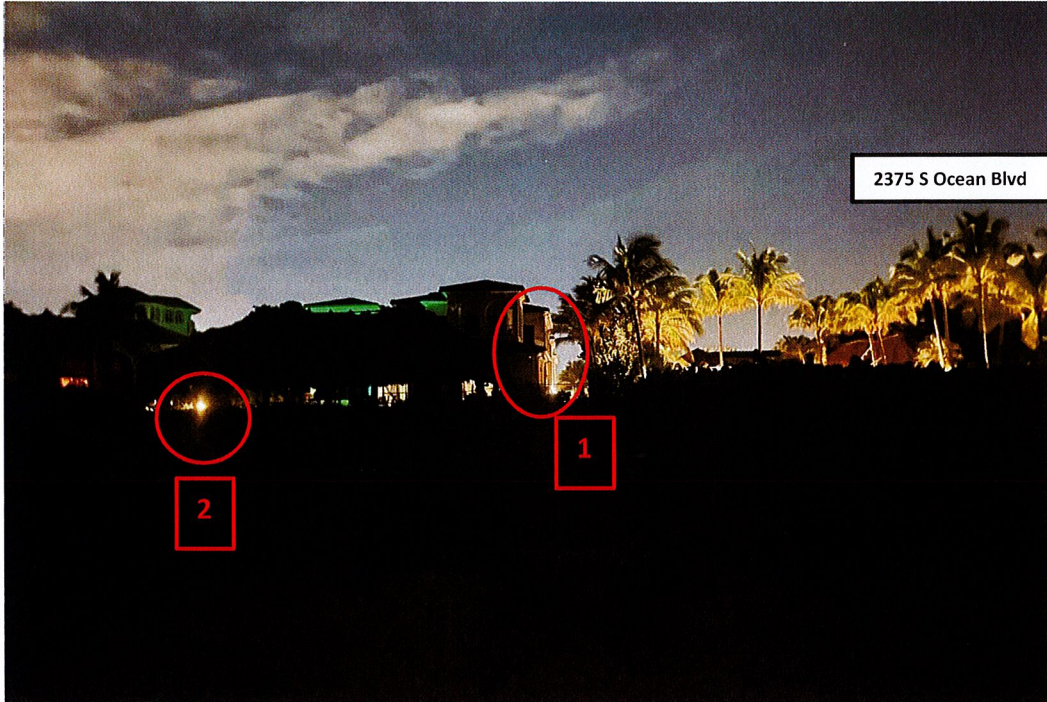
ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Path lights	~3	East beach access

September 02, 2021  
2375 S Ocean Blvd



ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Up lighting on vegetation	Unknown	East
2	Pole mounts	Unknown	Northeast, beach access

September 02, 2021  
2395 S Ocean Blvd



ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Wall mounts	3-4	North along wall
2	Bollards	~5	Southeast
3	Green indirect illumination from pool	Unknown	East
4	Interior	3+ rooms	East

September 02, 2021  
 2435 S Ocean Blvd



ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Purple indirect illumination from pool lighting	Unknown	East
2	Interior	1-2 Rooms	East
3	Path lights	12	East, to beach

September 02, 2021  
2445 S Ocean Blvd



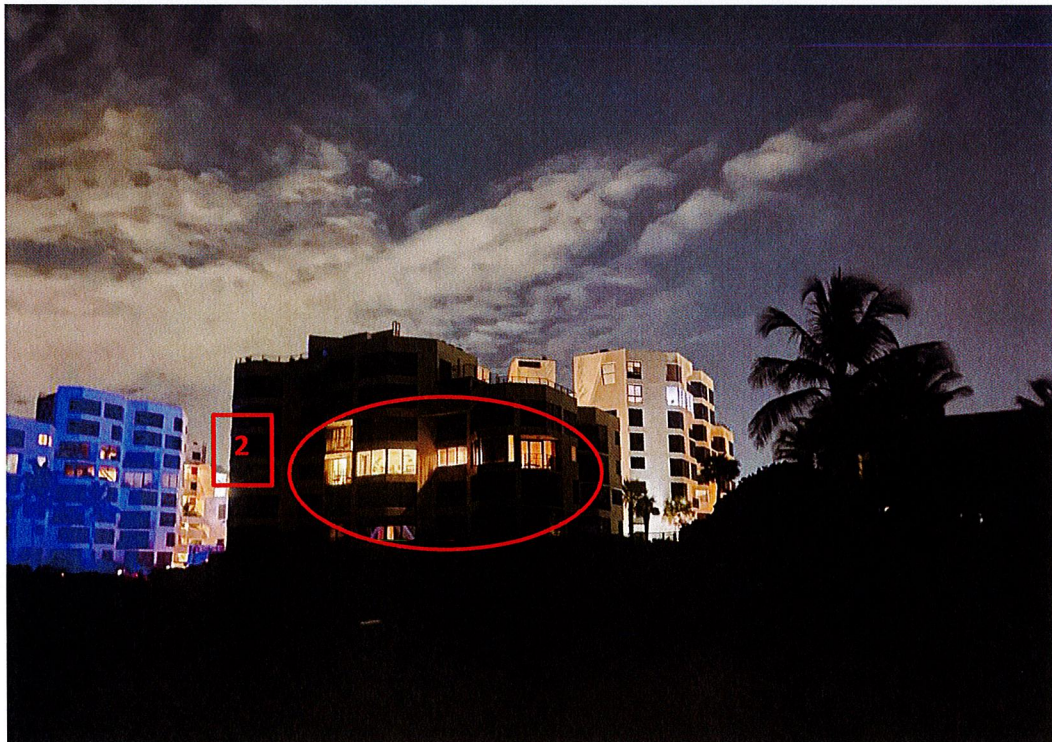
ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Wall mount	1	East

September 02, 2021  
2455 S Ocean Blvd



ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Up light	1	East

Townhouse of Highland Beach  
September 02, 2021  
2565 S Ocean Blvd



Townhouse of Highland Beach  
September 02, 2021  
2565 S Ocean Blvd





**Townhouse of Highland Beach  
September 02, 2021  
2565 S Ocean Blvd**

<b>ITEMS</b>	<b>FIXTURE TYPE</b>	<b>QUANTITY</b>	<b>LOCATION</b>
1	Ceiling mounted	1	North
2	Interior	8-10 units	Northeast, Northwest, East
3	Indirect illumination, white	Unknown	Northeast
4	Indirect illumination, blue/purple	Unknown	East, Southeast

Townhouse of Highland Beach  
September 02, 2021  
2575 S Ocean Blvd

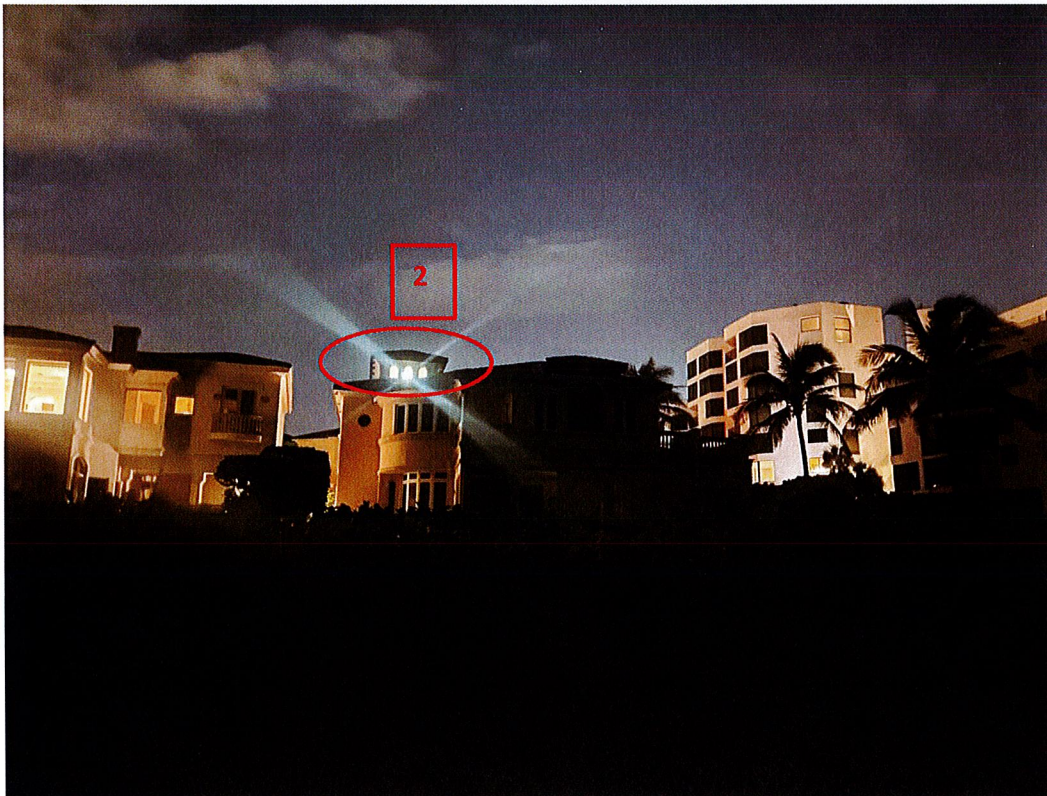


**Townhouse of Highland Beach**  
**September 02, 2021**  
**2575 S Ocean Blvd**



ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Ceiling mounted	~5	North, East
2	Purple indirect	Unknown	East, Northeast
3	Street light/parking lot light	1	West
4	White wall mounted	~5-10	East
5	White indirect on building	Unknown	South
6	Interior	~ 5 units	East, Southeast

September 02, 2021  
2635 S Ocean Blvd



September 02, 2021  
2635 S Ocean Blvd



ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Indirect illumination caused by unknown fixture on gate	1	East/ Southeast
2	Ceiling mounted	1	East, in cupola

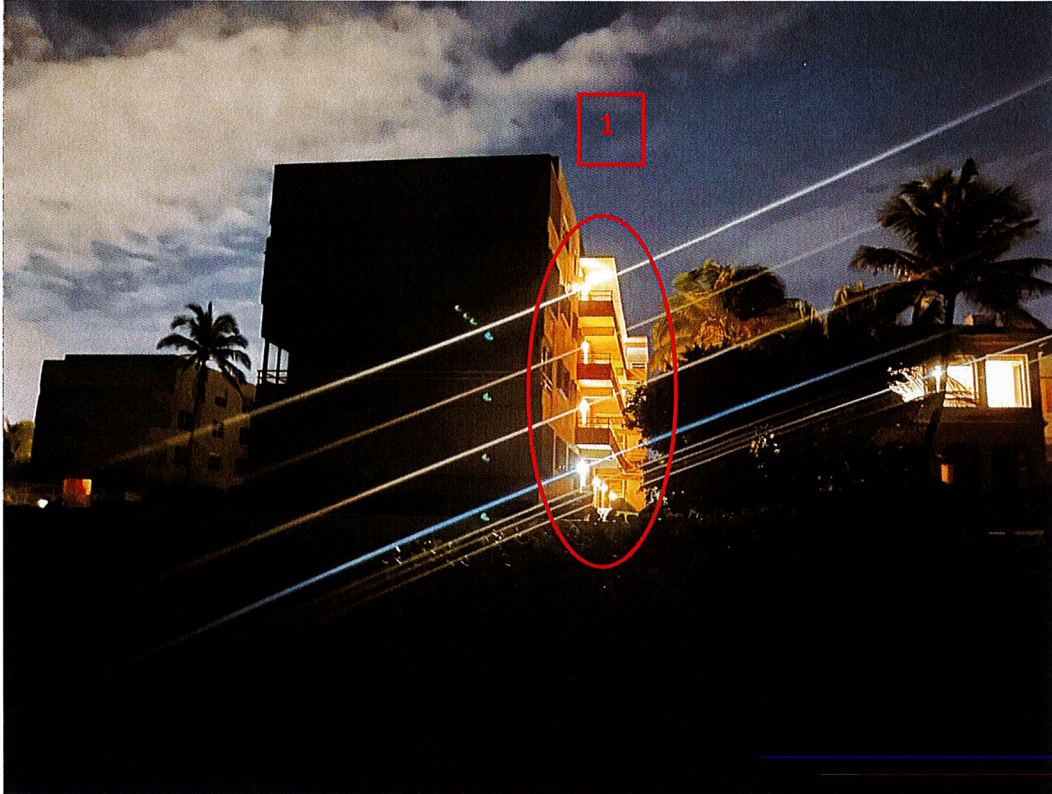
September 02, 2021  
2633 S Ocean Blvd



September 02, 2021  
2633 S Ocean Blvd

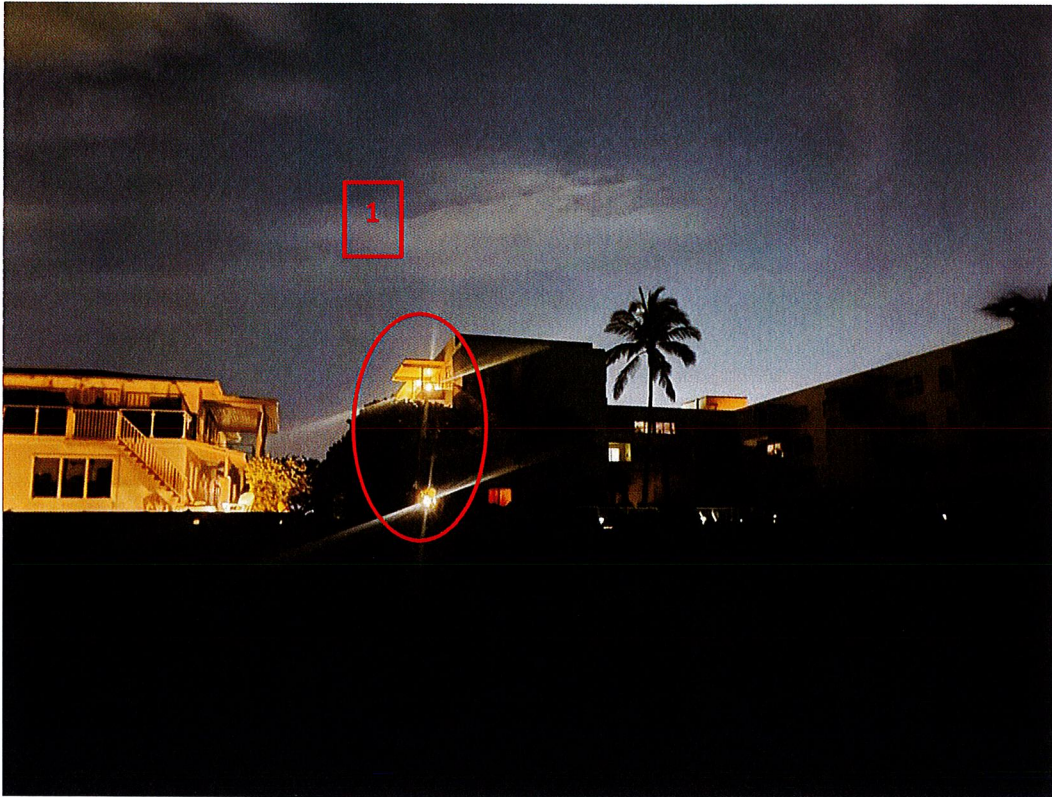
<b>ITEMS</b>	<b>FIXTURE TYPE</b>	<b>QUANTITY</b>	<b>LOCATION</b>
1	Indirect illumination caused by unknown fixture	Unknown	East, Northeast
2	Interior	1 room	East

September 02, 2021  
2701 S Ocean Blvd



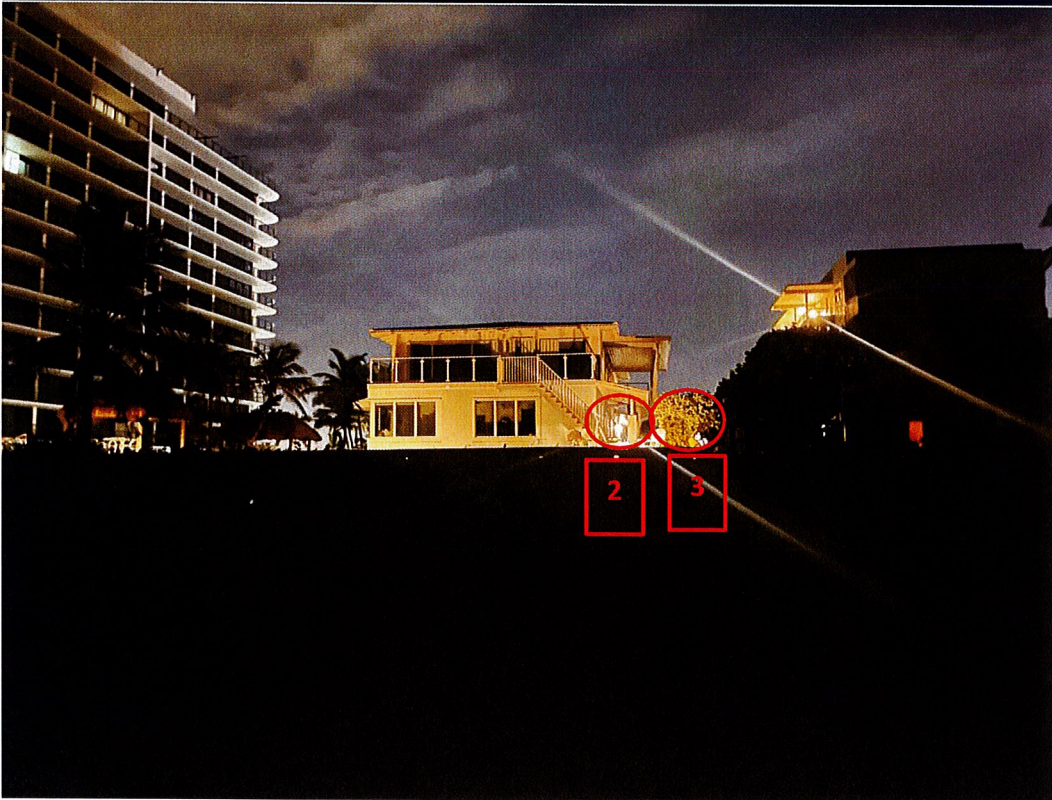


September 02, 2021  
 2701 S Ocean Blvd

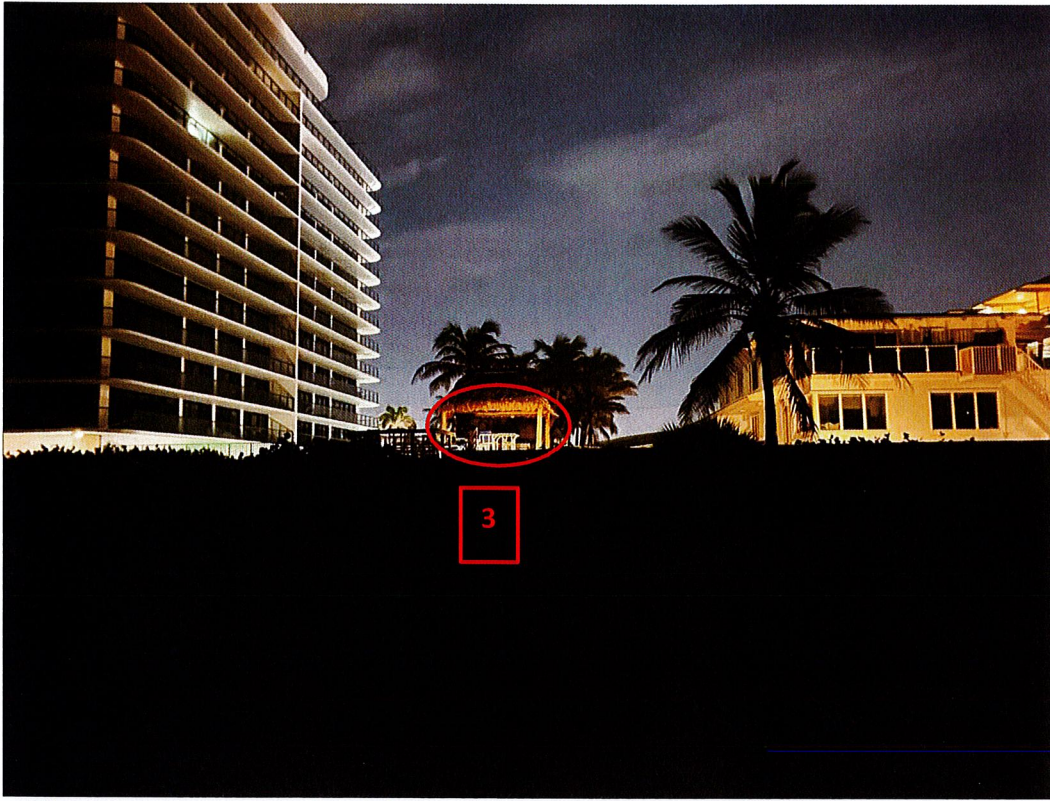


ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Wall mount	~50	North and South, 25 on each side
2	Pole/ Mushroom lights	~10-15	East, Central area
3	Interior	~2 units	East

September 02, 2021  
2711 S Ocean Blvd  
Jamaica Manor



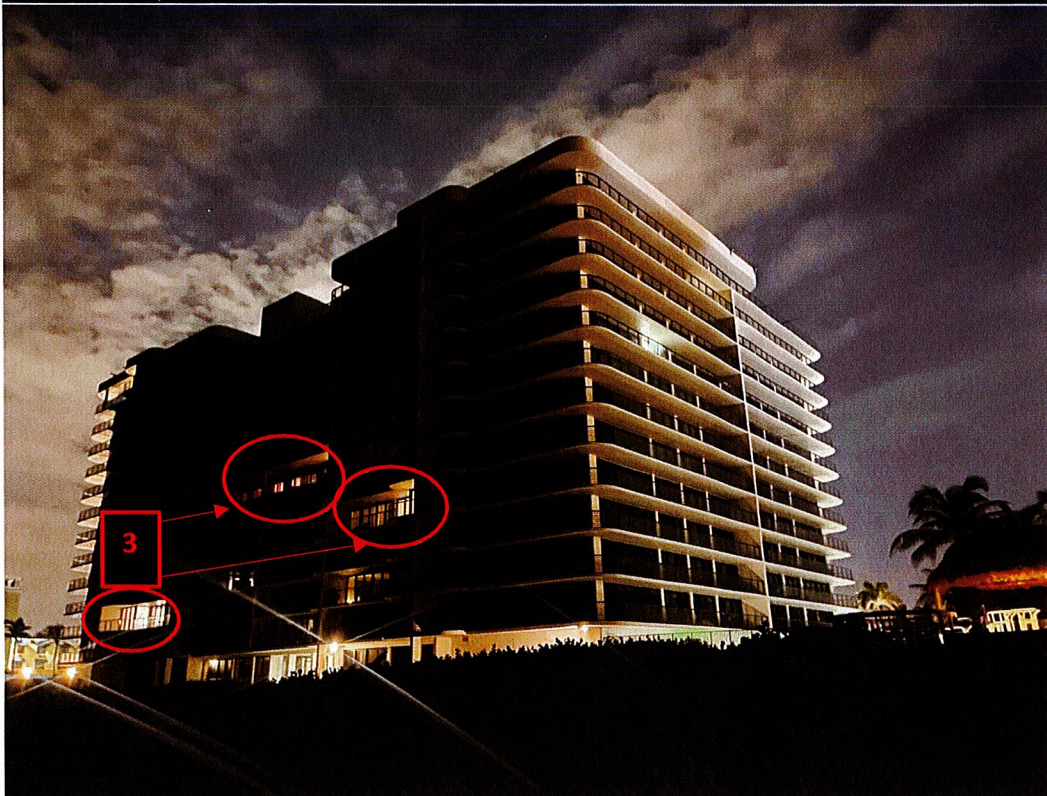
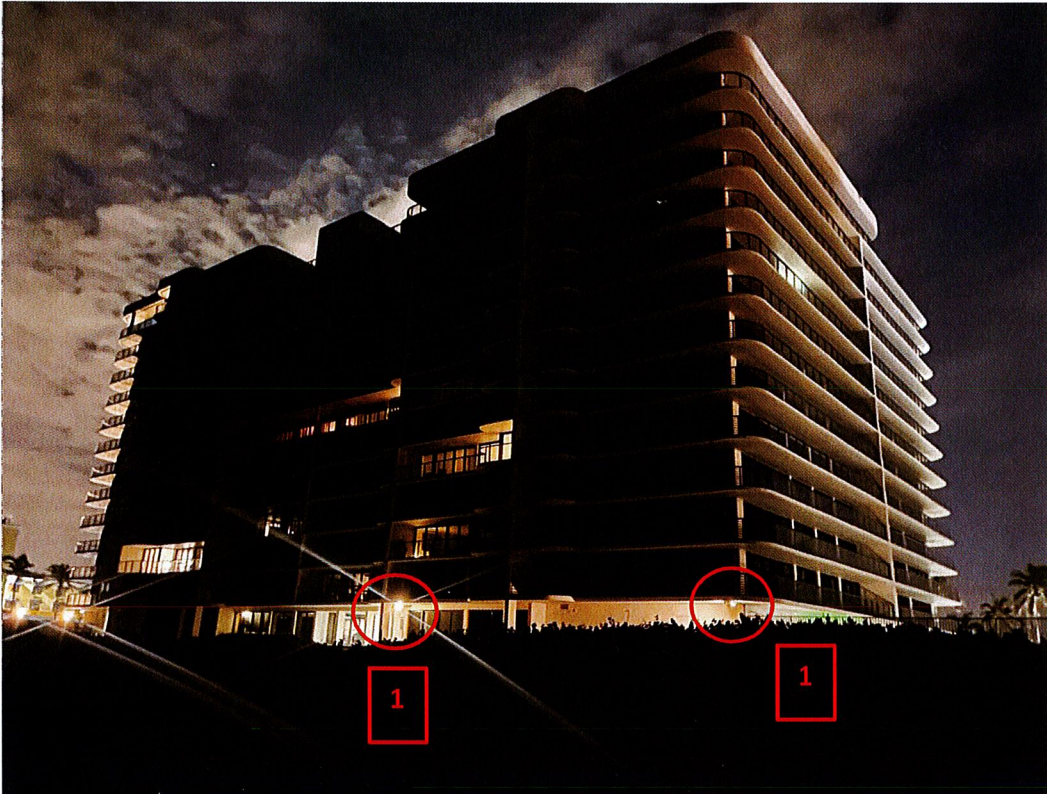
September 02, 2021  
2711 S Ocean Blvd  
Jamaica Manor



**September 02, 2021**  
**2711 S Ocean Blvd**  
**Jamaica Manor**

ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Indirect illumination	Unknown	East
2	Wall mount	1	Northeast
3	Up lighting	~5	Northeast, around sitting area Northeast, under bush, Southeast, in tiki hut

September 02, 2021  
2727 S Ocean Blvd  
Villa Magna Condos



September 02, 2021  
2727 S Ocean Blvd  
Villa Magna Condos



25

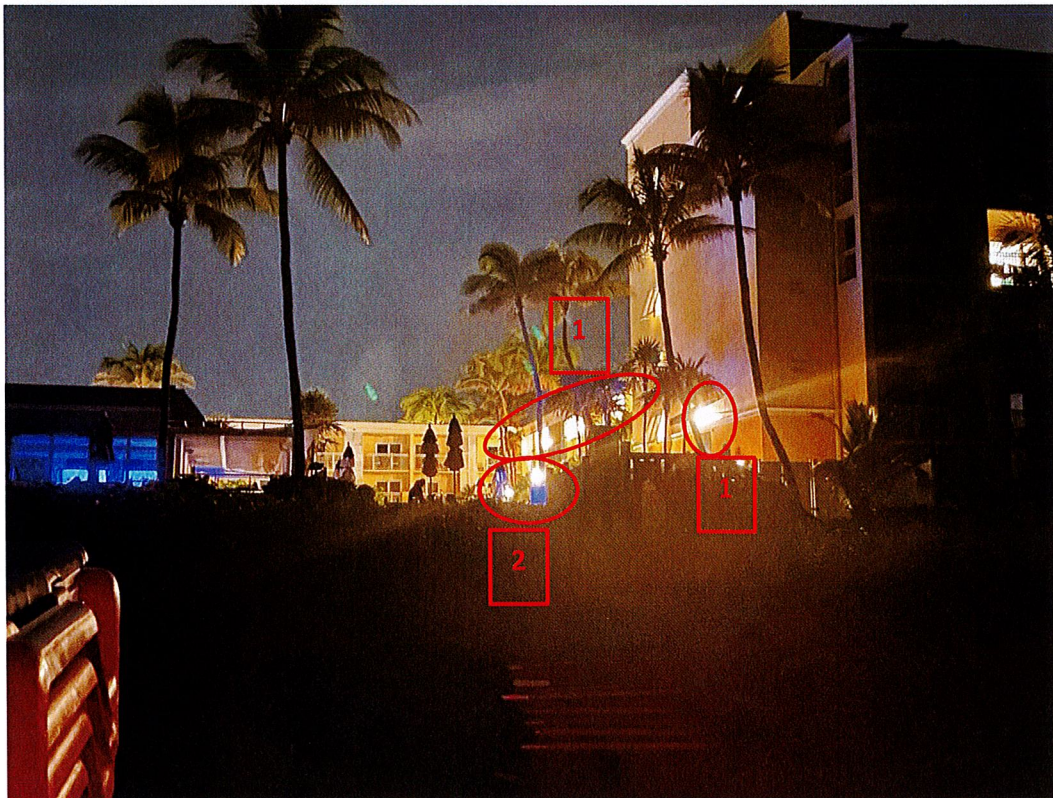
Palm Beach County Department of Environmental Resources Management  
Town of Highland Beach – Informal Nighttime Survey for Sea Turtle Lighting Compliance

September 02, 2021  
 2727 S Ocean Blvd  
 Villa Magna Condos



ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Ceiling mounted	~5	East, Southeast, Northeast
2	Pool lighting causing indirect illumination	Unknown	South
3	Interior	Unknown	East

September 02, 2021  
2809 S Ocean Blvd





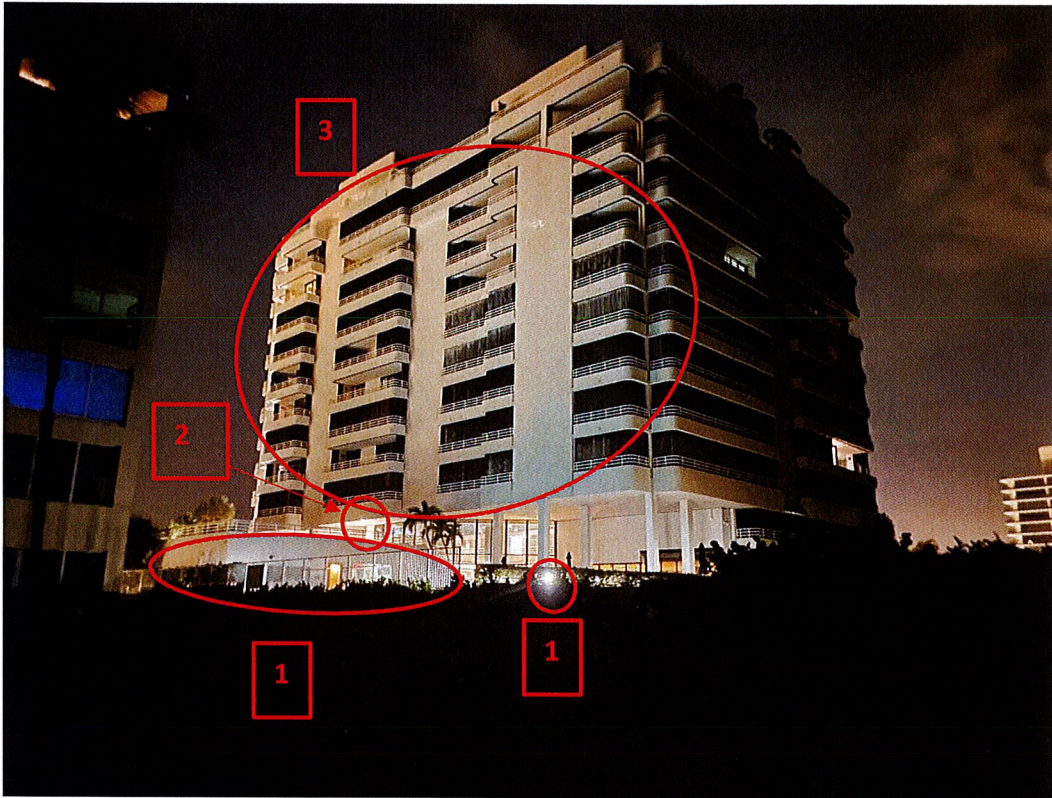
September 02, 2021  
2809 S Ocean Blvd



**September 02, 2021**  
**2809 S Ocean Blvd**

<b>ITEMS</b>	<b>FIXTURE TYPE</b>	<b>QUANTITY</b>	<b>LOCATION</b>
1	Wall mounts	~10-12	East (throughout center)
2	Pole lights	~2-5	East (central)
3	Interior/ interior stairwell	~10 rooms/units	East, Northeast, Southeast
4	Indirect illumination	Unknown	North face (parking lot)
5	Large parking lot light	1	North

September 02, 2021  
2901 S Ocean Blvd  
Highlands Place Condo



**September 02, 2021  
2901 S Ocean Blvd  
Highlands Place Condo**

<b>ITEMS</b>	<b>FIXTURE TYPE</b>	<b>QUANTITY</b>	<b>LOCATION</b>
1	Bollards	Unknown	Southeast/ Southwest (around pool)
2	Ceiling mounts	Unknown	Southwest
4	Indirect illumination from pool lighting	Unknown	South face

September 02, 2021  
2909 S Ocean Blvd  
Wiltshire House Condo



**September 02, 2021  
2909 S Ocean Blvd  
Wiltshire House Condo**

<b>ITEMS</b>	<b>FIXTURE TYPE</b>	<b>QUANTITY</b>	<b>LOCATION</b>
1	Indirect illumination	Unknown	Western pool cabanas
2	Ceiling mount	1	East, on balcony
3	Interior	10+ units	East

September 02, 2021  
2917-2916 S Ocean Blvd  
Trafalgar of Highland Beach



**September 02, 2021**  
**2917-2916 S Ocean Blvd**  
**Trafalgar of Highland Beach**

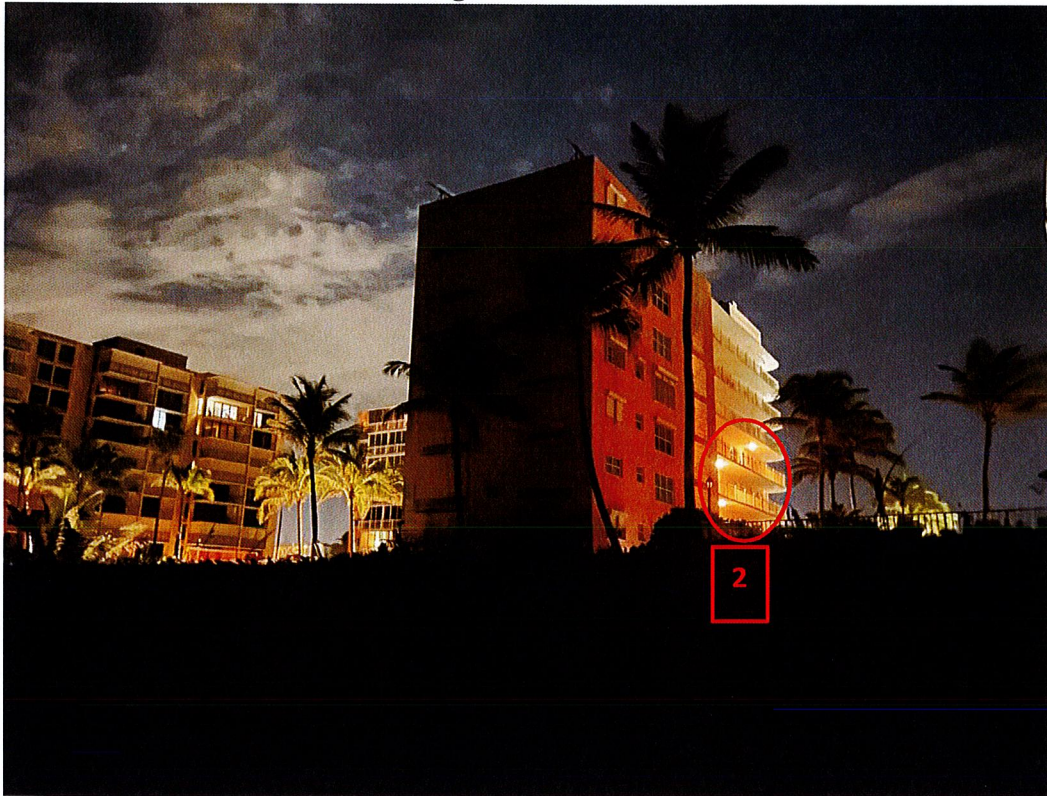
<b>ITEMS</b>	<b>FIXTURE TYPE</b>	<b>QUANTITY</b>	<b>LOCATION</b>
1	Pool lighting	Unknown	Northeast
2	Wall mounted	Unknown	North on Pool House Walls
3	Indirect illumination	Unknown	Southwest, Northeast (pool)
4	Interior	~3 Units	East



September 02, 2021  
2921-2920 S Ocean  
Highland Towers



September 02, 2021  
 2921-2920 S Ocean  
 Highland Towers

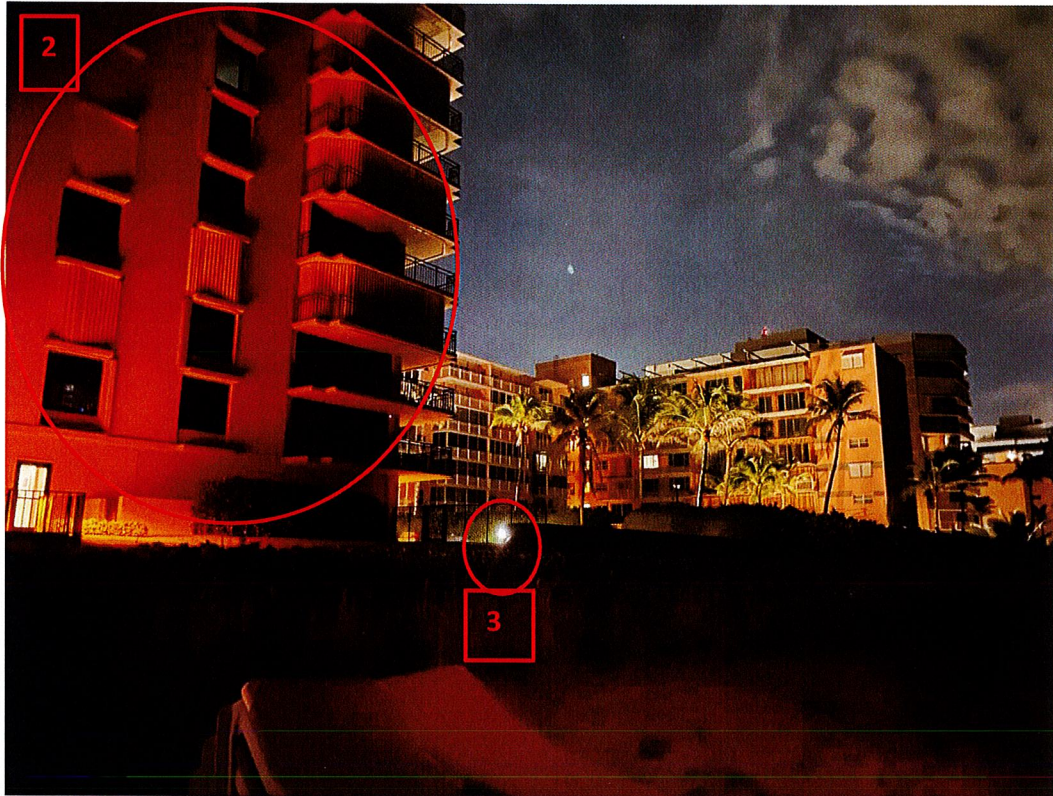


ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Up lighting on vegetation	Unknown	East
2	Ceiling mounted	~2-5	Northeast
3	Interior	2 units + 5 stairwell windows	East

September 02, 2021  
3009 S Ocean Blvd  
Ocean Pines Condo



September 02, 2021  
3009 S Ocean Blvd  
Ocean Pines Condo



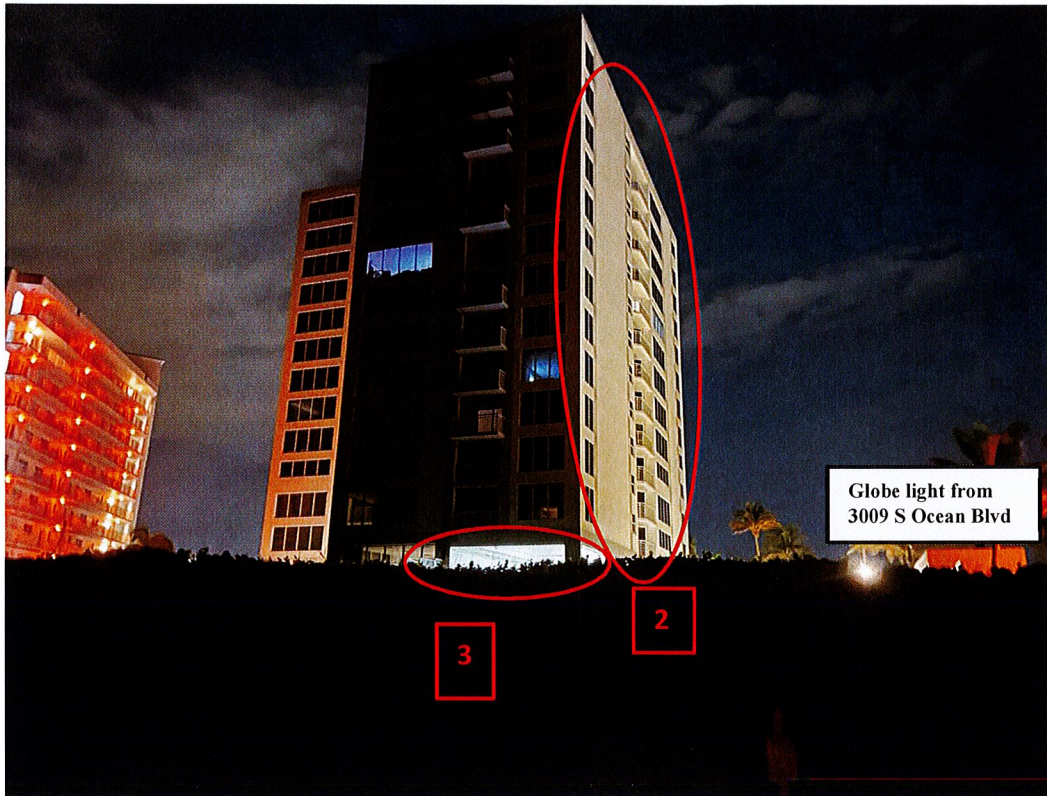
**September 02, 2021**  
**3009 S Ocean Blvd**  
**Ocean Pines Condo**

<b>ITEMS</b>	<b>FIXTURE TYPE</b>	<b>QUANTITY</b>	<b>LOCATION</b>
1	Pool lighting causing indirect illumination	Unknown	Southeast
2	Amber indirect from turtle fixtures	Unknown	East, Southeast
3	Globe lights	~5-8	North, South
4	Ceiling mounts in parking garage	Unknown	North

September 02, 2021  
3015 S Ocean Blvd  
Ocean Dunes Condo

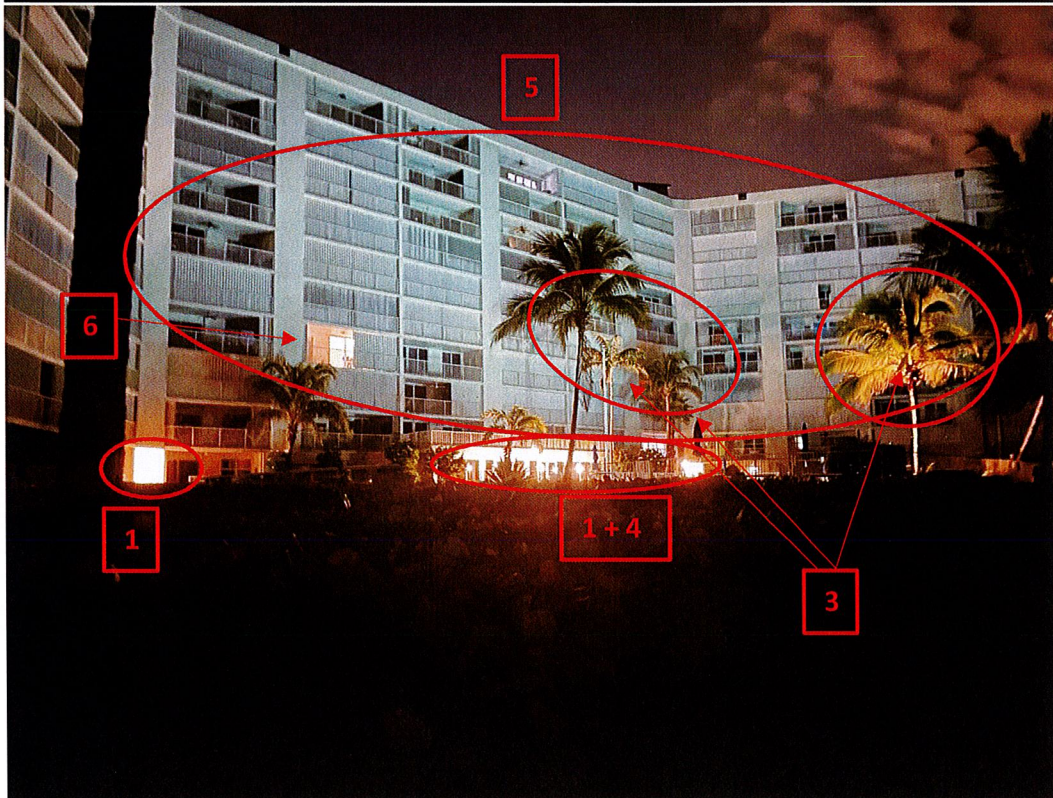
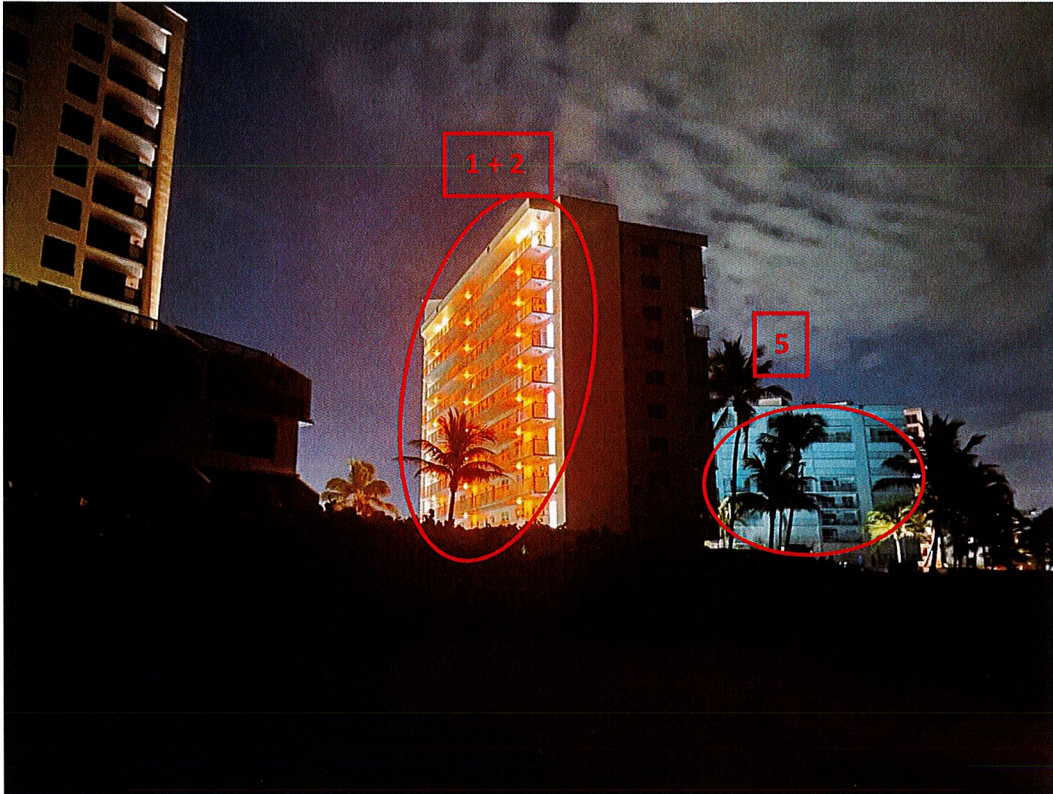


September 02, 2021  
 3015 S Ocean Blvd  
 Ocean Dunes Condo



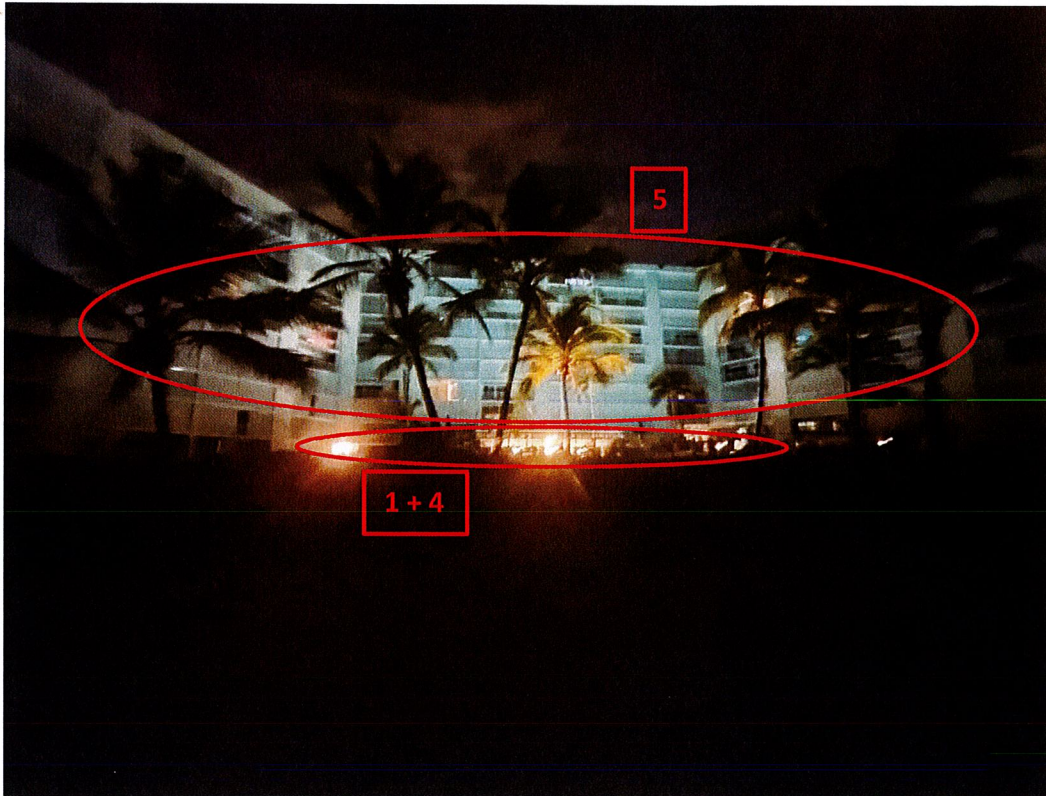
ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Pole mounted	2	South
2	Indirect illumination	Unknown	South, Southeast, North
3	Ceiling mounted	Unknown	North, East

September 02, 2021  
3101 S Ocean Blvd  
Penthouse Towers



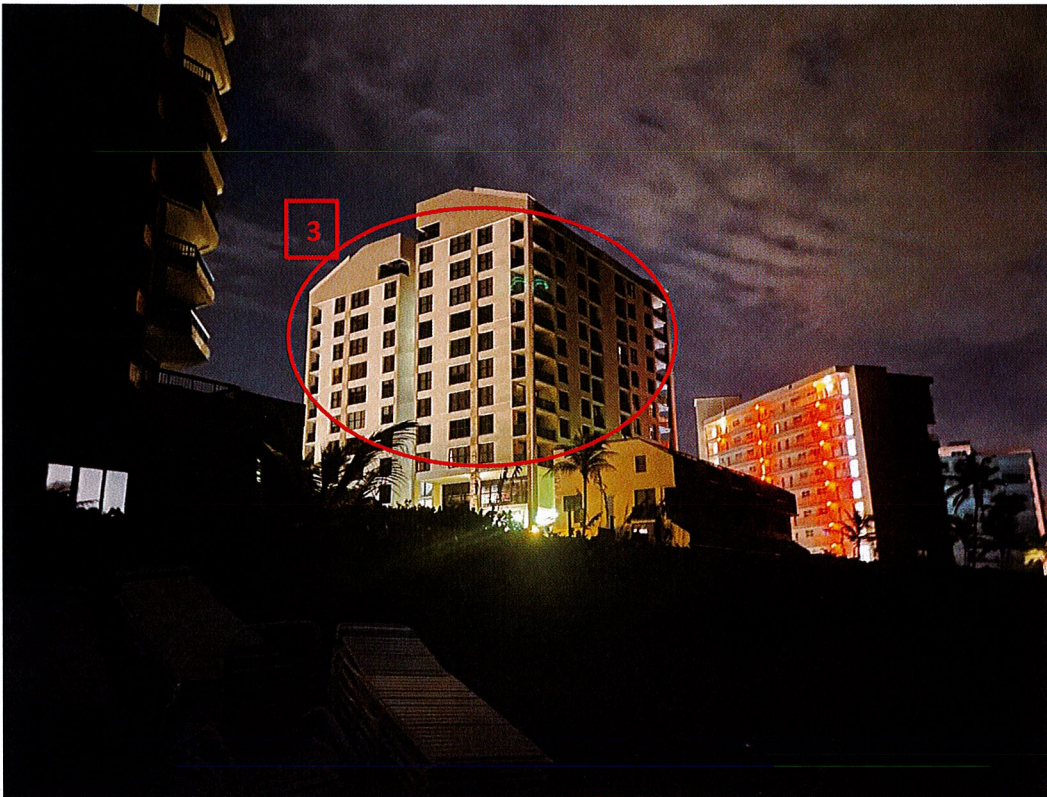


September 02, 2021  
 3101 S Ocean Blvd  
 Penthouse Towers

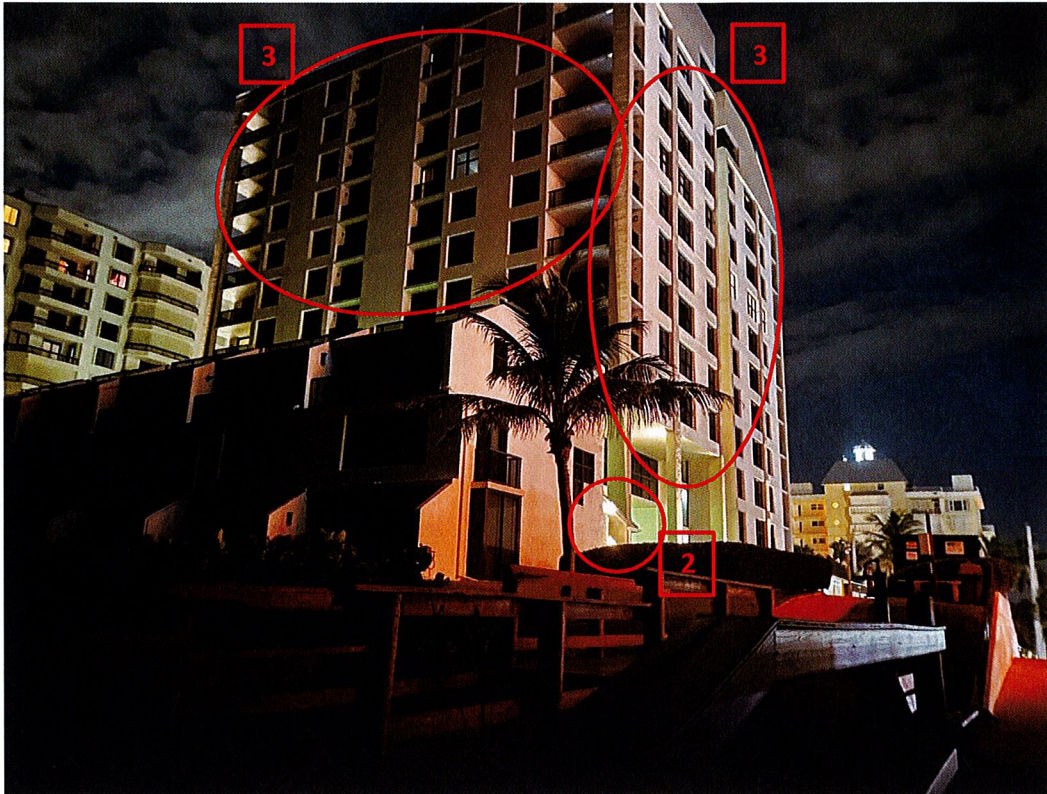


ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	White ceiling mounted	3+	South, East
2	Amber ceiling mounted	~24	South
3	Up lights on vegetation	~ 4	East
4	Pole mounted	4-5	East
5	Pool lighting causing blue indirect illumination	Unknown	East
6	Interior	1-3 rooms	East

September 02, 2021  
3115 S Ocean Blvd  
Ocean Terrace North



September 02, 2021  
 3115 S Ocean Blvd  
 Ocean Terrace North



ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Pole mounted globe light	1	South
2	Ceiling mounted	Unknown	North, South
3	Indirect Illumination	Unknown	North, East, South

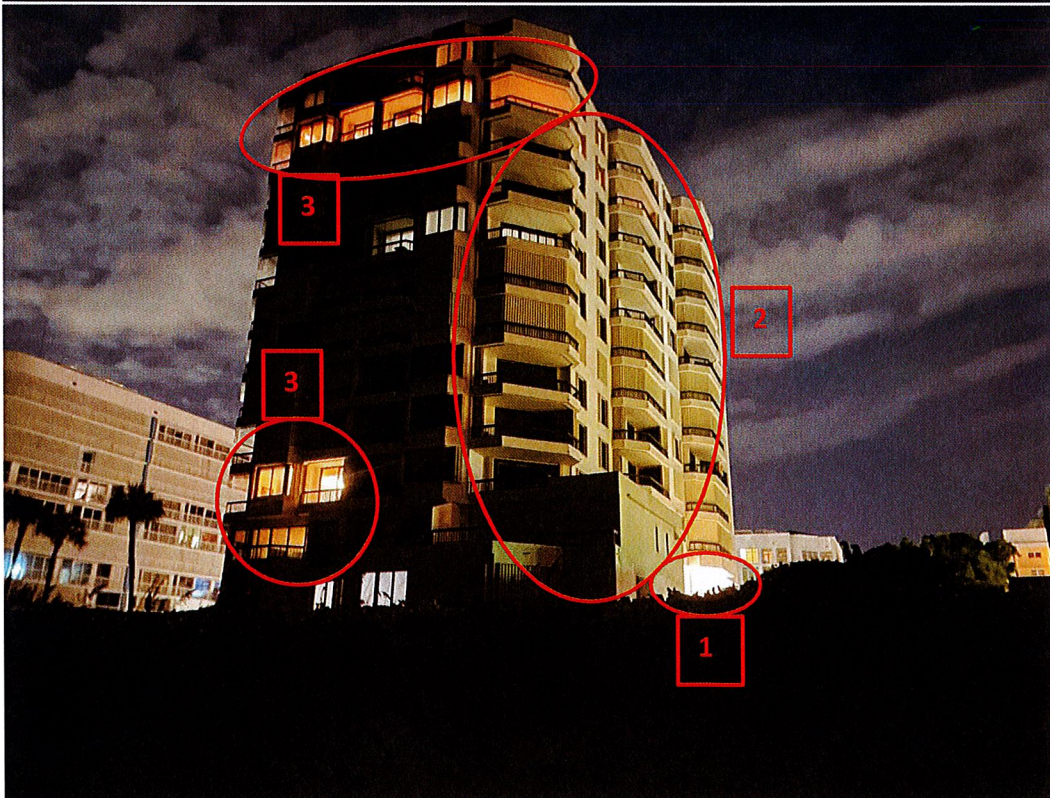
September 02, 2021  
3114 S Ocean Blvd  
Montaray House



September 02, 2021  
3114 S Ocean Blvd  
Monterey House

ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Ceiling mounted	20+	East

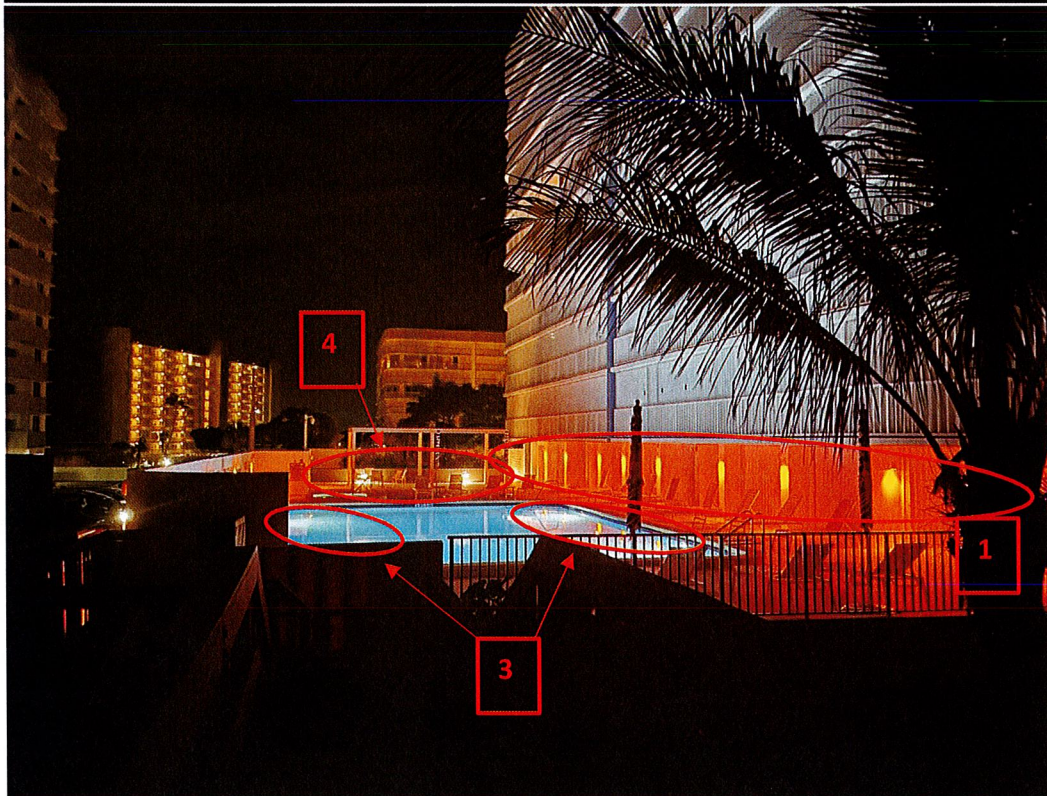
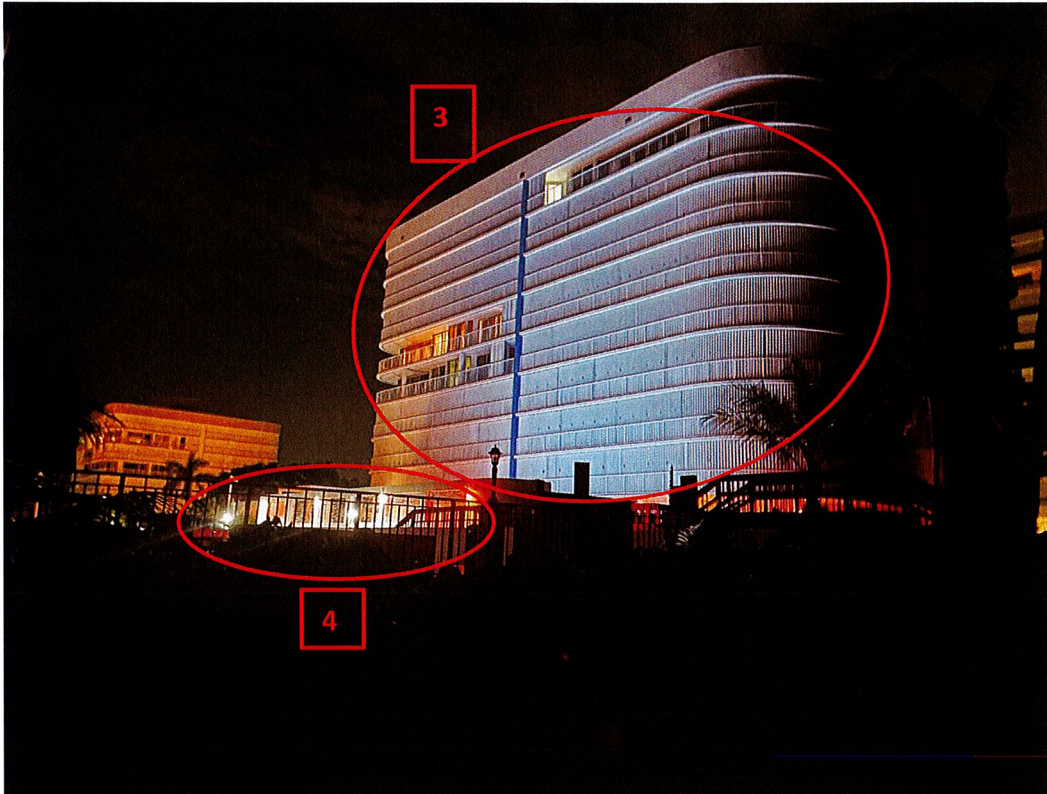
September 02, 2021  
3201 S Ocean Blvd  
Beach Walk East



**September 02, 2021**  
**3201 S Ocean Blvd**  
**Beach Walk East**

<b>ITEMS</b>	<b>FIXTURE TYPE</b>	<b>QUANTITY</b>	<b>LOCATION</b>
1	Ceiling mounted	2	South, North
2	Indirect illumination from pool lighting/parking lot	Unknown	South (pool), North (parking)
3	Interior	~5 rooms	East

September 02, 2021  
3211 S Ocean Blvd  
Villa Mare



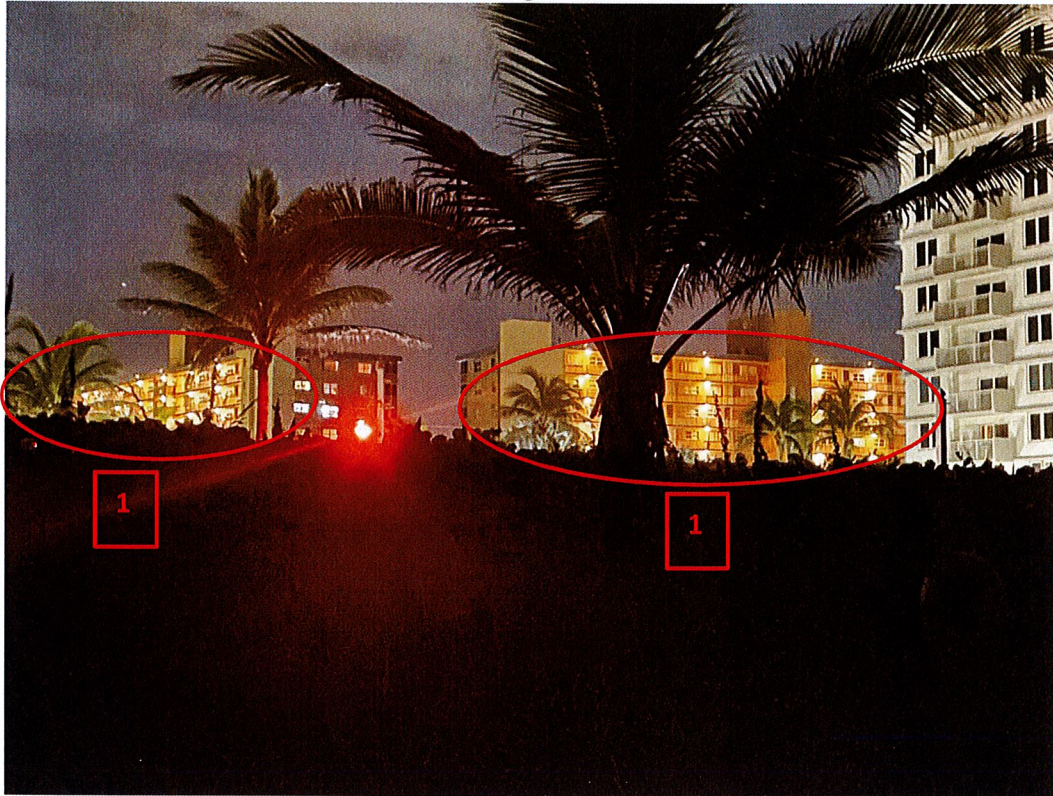


September 02, 2021  
 3211 S Ocean Blvd  
 Villa Mare



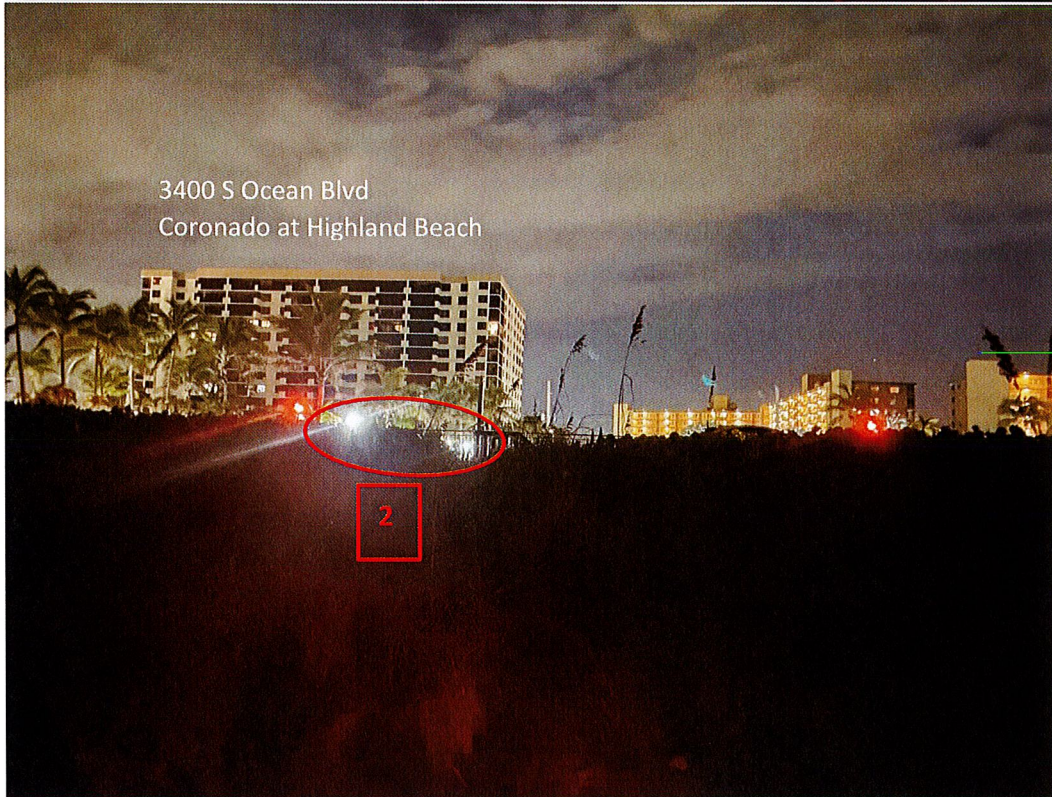
ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Amber wall mounts around pool	~10	Southeast, Southwest pool area
2	Indirect illumination	Unknown	North face (parking lot), South (pool)
3	Underwater pool lights	6	South
4	White step lights	~10	Southeast, Southwest pool area

September 02, 2021  
 3224 S Ocean Blvd  
 Seagate of Highland Condos

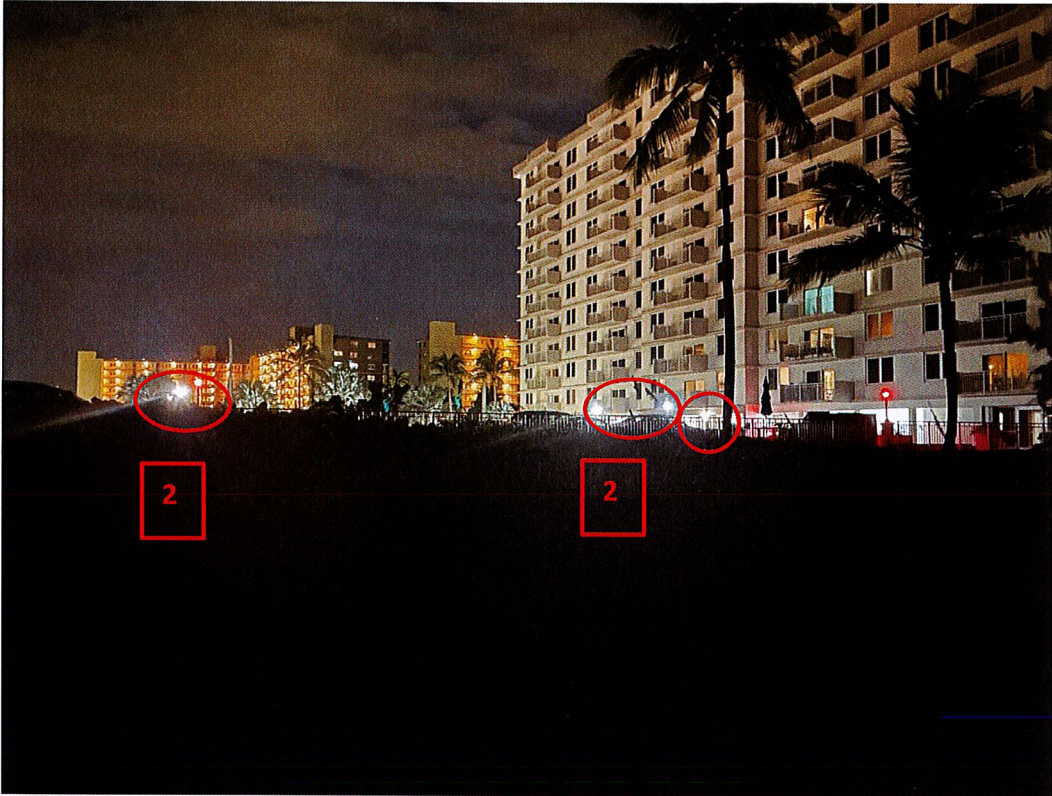


ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Ceiling mounted	50+	West (East, South)

September 02, 2021  
3215-3301 S Ocean Blvd  
Ambassadors V North & South



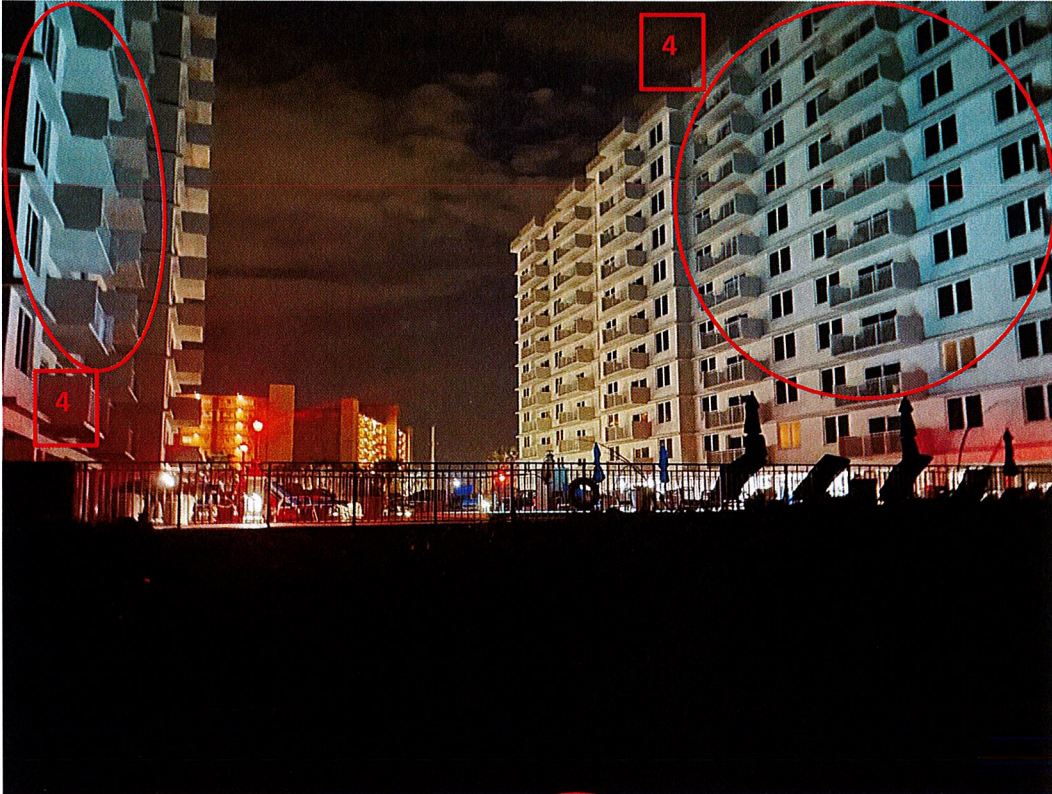
September 02, 2021  
3215-3301 S Ocean Blvd  
Ambassadors V North & South



September 02, 2021  
3215-3301 S Ocean Blvd  
Ambassadors V North & South



September 02, 2021  
3215-3301 S Ocean Blvd  
Ambassadors V North & South



**September 02, 2021  
3215-3301 S Ocean Blvd  
Ambassadors V North & South**



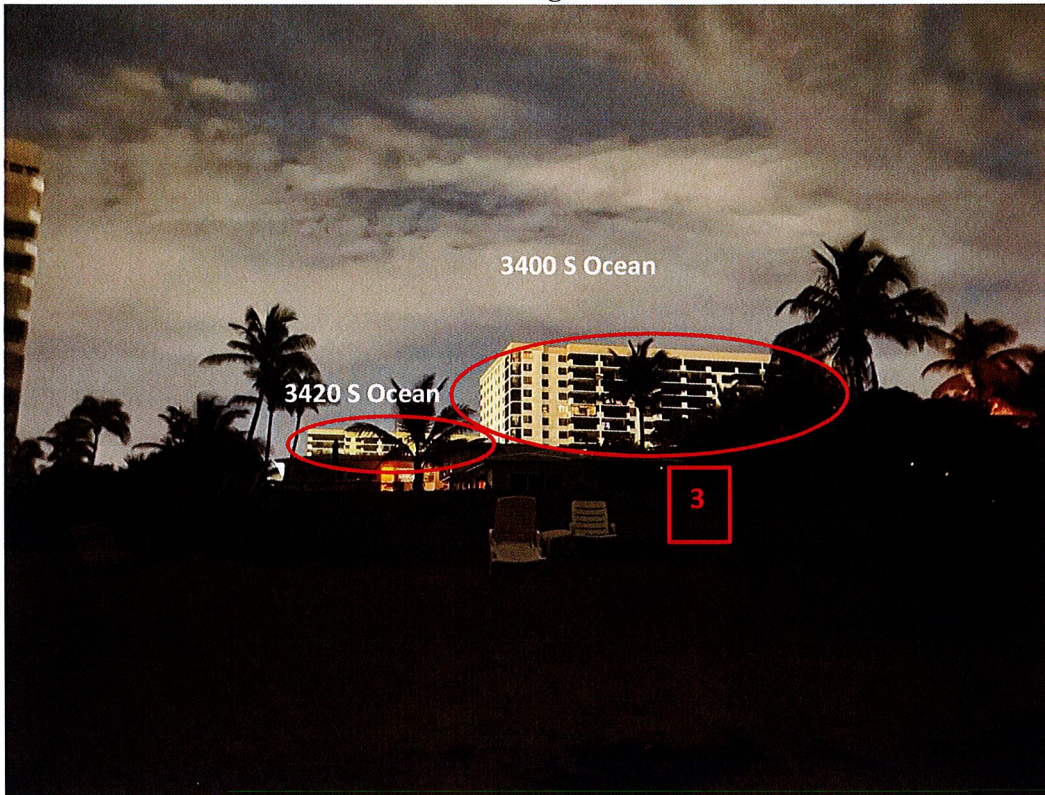
ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	White indirect illumination	Unknown	South, East between buildings
2	Pole mounted	Unknown	East, between buildings, in pool/seating areas
3	Ceiling mounted	Unknown	In carports
4	Blue indirect illumination from pool lighting	Unknown	East, between buildings

September 02, 2021  
3321-3420 S Ocean Blvd  
Coronado At Highland Beach





**September 02, 2021**  
**3321-3420 S Ocean Blvd**  
**Coronado At Highland Beach**



ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Spotlight	1	South
2	Amber lighting, too many unnecessary fixtures	20+	East
3	Indirect illumination	Unknown	West

September 02, 2021  
3401 S Ocean Blvd  
Ridge Condo



ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Indirect illumination	Unknown	East

September 02, 2021  
3407 S Ocean Blvd  
Clarendon Condo



**September 02, 2021**  
**3407 S Ocean Blvd**  
**Clarendon Condo**

<b>ITEMS</b>	<b>FIXTURE TYPE</b>	<b>QUANTITY</b>	<b>LOCATION</b>
1	Spot light	2	Southeast
2	Indirect illumination	Unknown	South
3	Interior	~5 units	East

September 02, 2021  
3425 S Ocean Blvd  
Le Sanctuaire Condo



ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Ceiling mount	~3	Southwest

September 02, 2021  
3450 S Ocean Blvd  
Casuarina Condo



ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Indirect illumination	Unknown	West (East)

September 02, 2021  
3505 S Ocean Blvd  
Villa Nova Condo



September 02, 2021  
 3505 S Ocean Blvd  
 Villa Nova Condo



ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Indirect illumination	Unknown	South (pool), North (courtyard fountain)
2	Step / path lights	~10	Southeast, beach access
3	Interior	~7 rooms	East, North



September 02, 2021  
 3511 S Ocean Blvd  
 Villas at Highland Beach



ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Indirect illumination	Unknown	East
2	Interior	Unknown	East

September 02, 2021  
3515 S Ocean Blvd



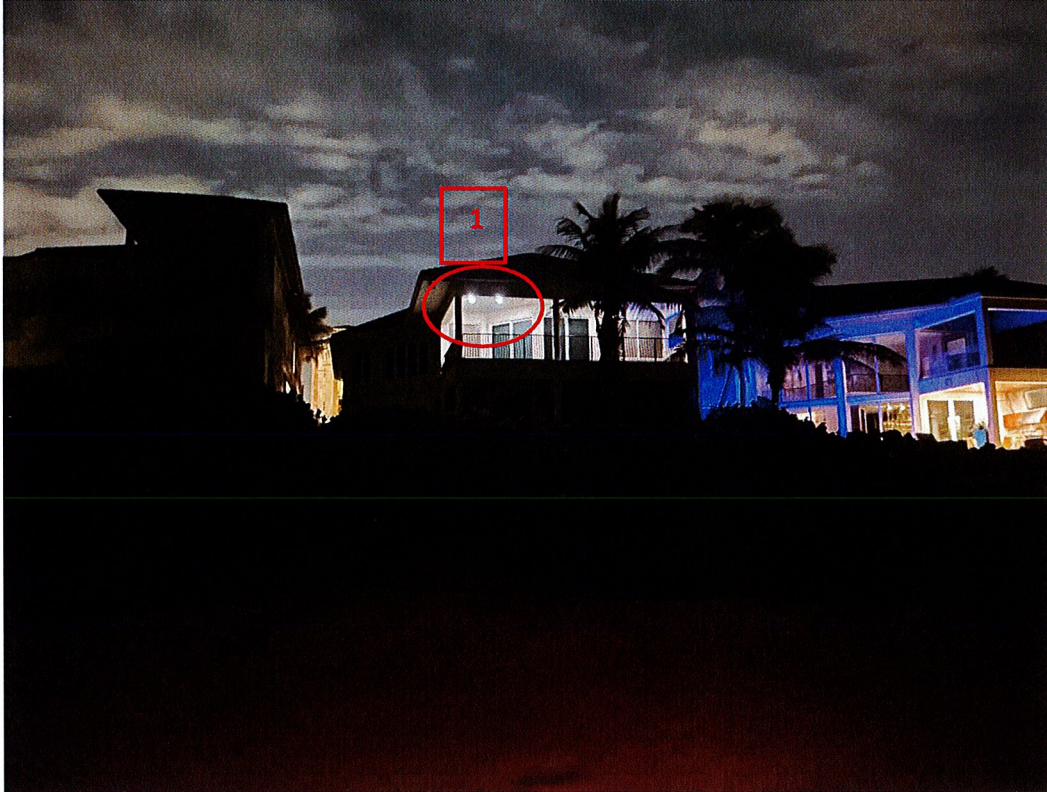
ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Pergola	Unknown	East
2	Step lights	~6	East, Beach access

September 02, 2021  
 3567 S Ocean Blvd



ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Indirect illumination from pool lighting	Unknown	East
2	Ceiling mounted	2	East, northeast porch
3	Interior	Unknown	East

September 02, 2021  
3569 S Ocean Blvd



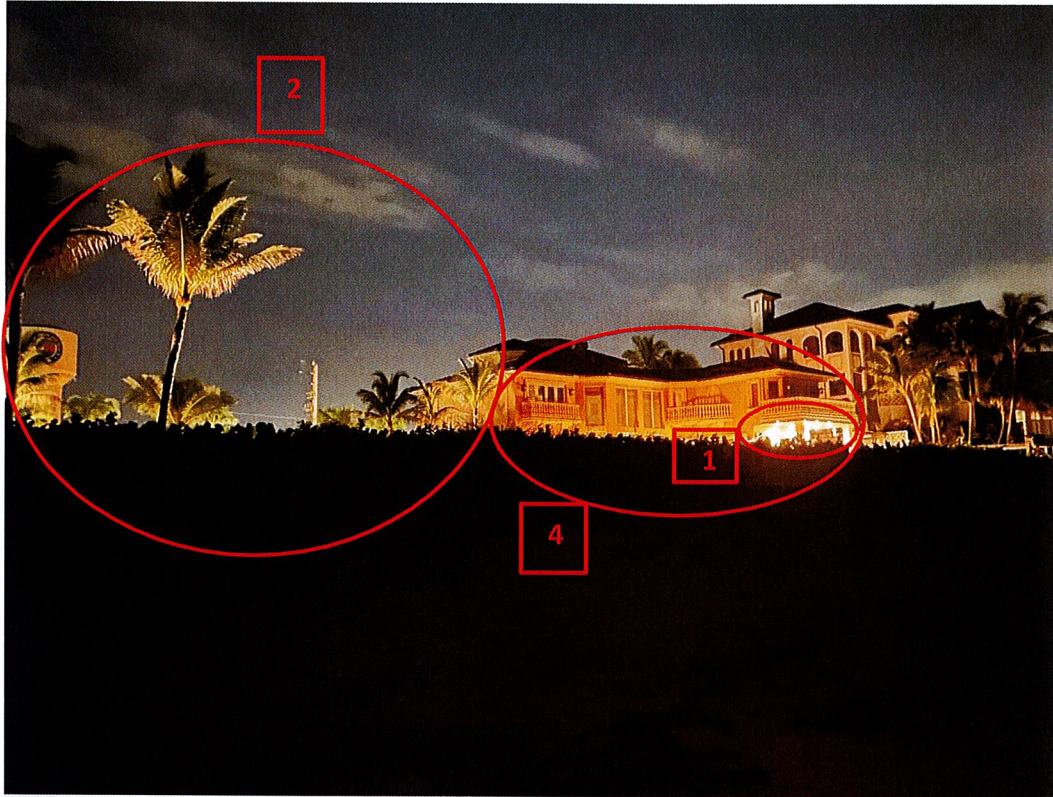
ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Ceiling mounted	2	East, 2 <sup>nd</sup> story balcony

September 02, 2021  
 3594 S Ocean Blvd  
 Highland Beach Club Condominium

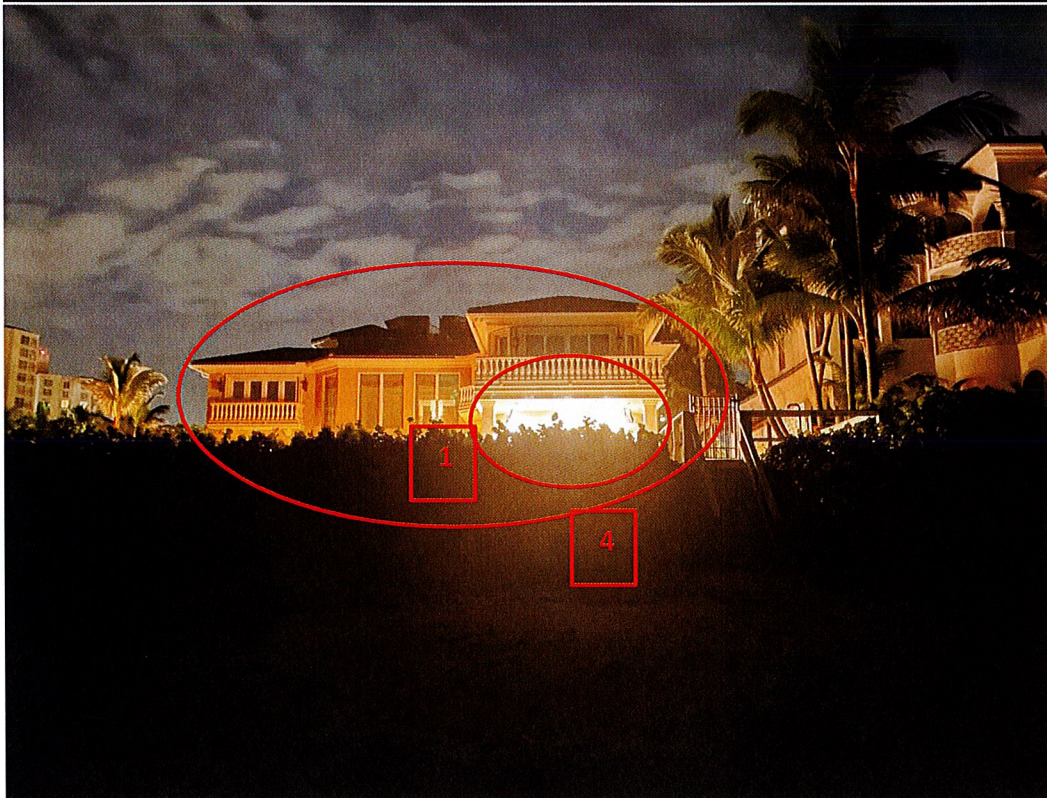


ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Indirect illumination	Unknown	West (East face)
2	Interior	Unknown	West (East face)

September 02, 2021  
3615 S Ocean Blvd



September 02, 2021  
3615 S Ocean Blvd

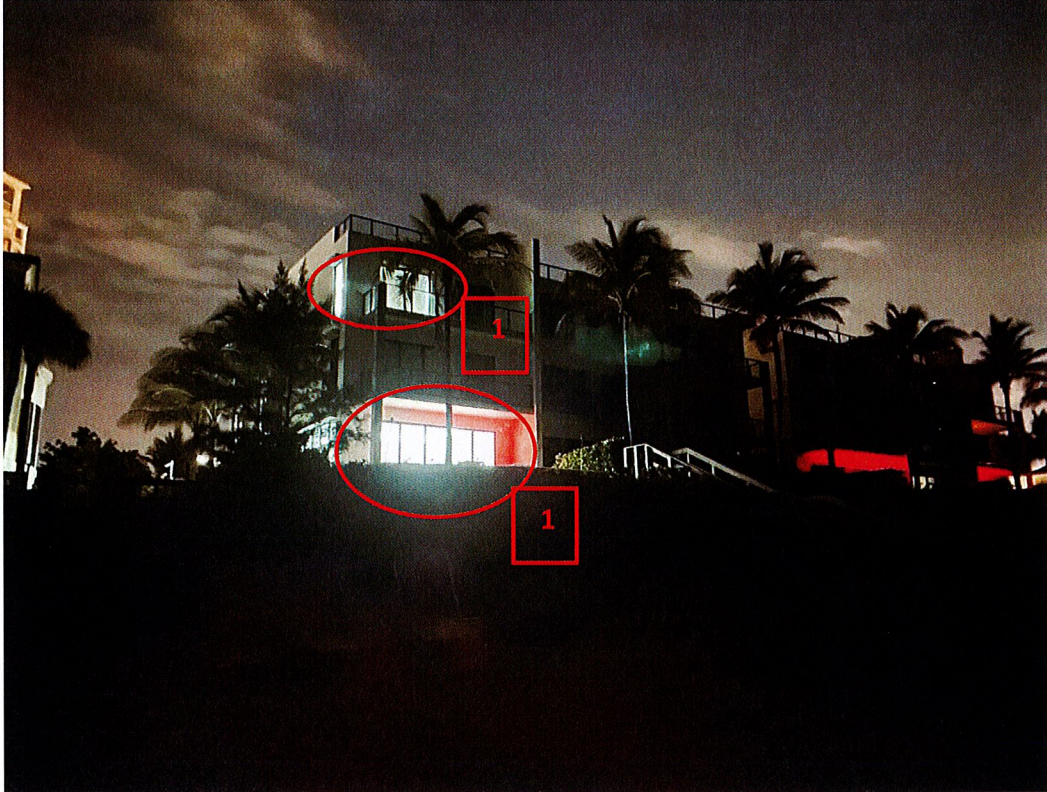


September 02, 2021  
3615 S Ocean Blvd

<b>ITEMS</b>	<b>FIXTURE TYPE</b>	<b>QUANTITY</b>	<b>LOCATION</b>
1	Ceiling mounted	~8	East, northeast porch
2	Up lighting on vegetation	Unknown	East
3	Street light	1	West
4	Indirect Illumination	Unknown	East



September 02, 2021  
3621 S Ocean



ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Interior	Unknown	East

September 02, 2021  
 3701 S Ocean  
 Toscana



ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Indirect illumination	Unknown	West, across the street
2	Interior	Unknown	West, across the street

September 02, 2021  
3711 S Ocean



ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Interior	Unknown	East

September 02, 2021  
3715 S Ocean



ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Up lighting on vegetation	~5	East
2	Interior	Unknown	East

September 02, 2021  
3719 S Ocean



ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Interior	Unknown	East

September 02, 2021  
3805 S Ocean



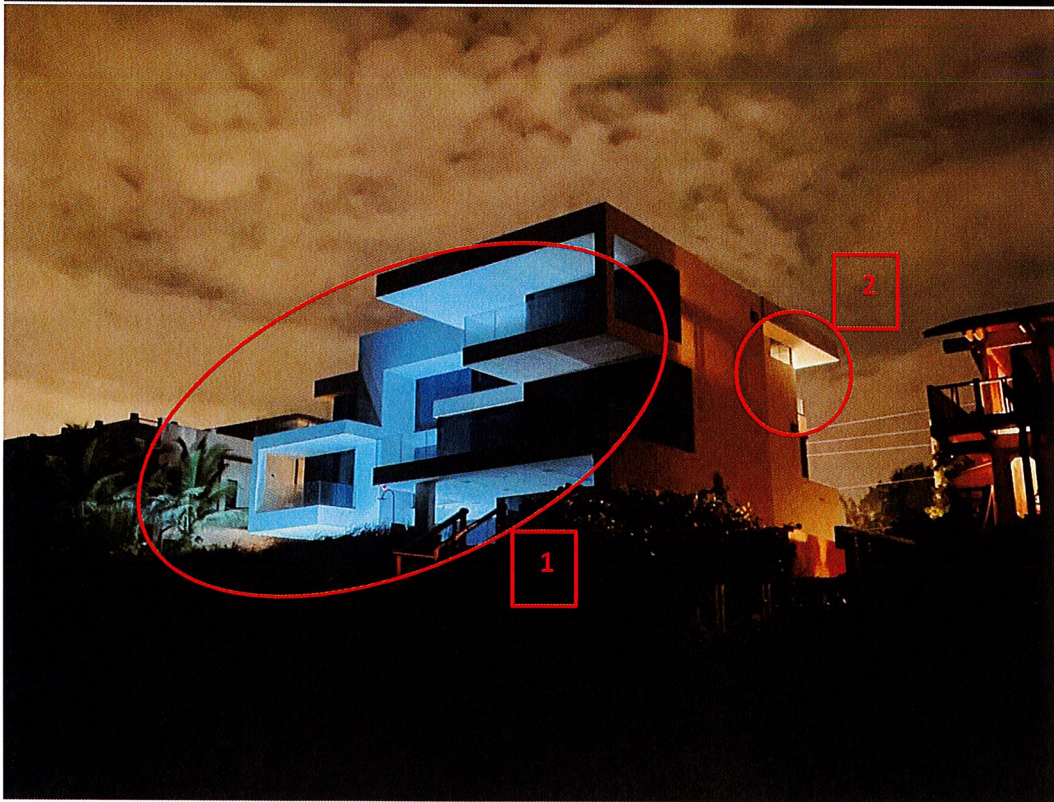
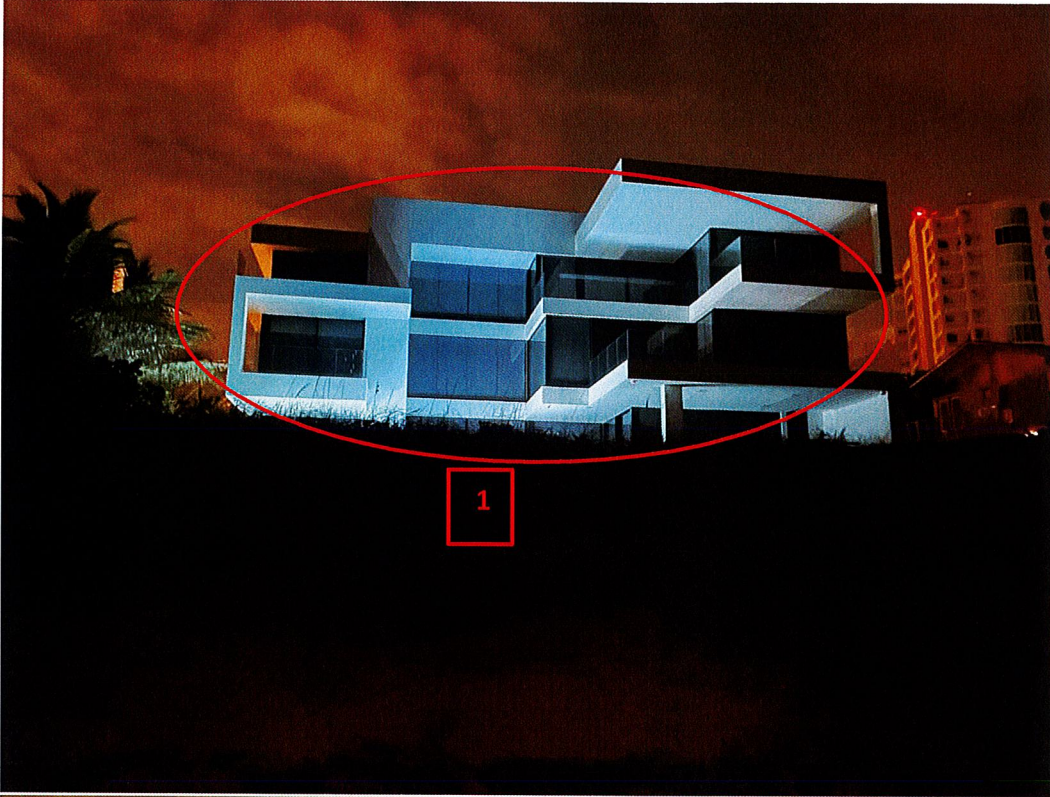
ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Ceiling mounted	6	South, East

September 02, 2021  
3817 S Ocean



ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Interior	Unknown	East
2	Indirect illumination on adjacent property	Unknown	Southwest

September 02, 2021  
3833 S Ocean





**September 02, 2021**  
**3833 S Ocean**

<b>ITEMS</b>	<b>FIXTURE TYPE</b>	<b>QUANTITY</b>	<b>LOCATION</b>
1	Blue indirect illumination from pool lighting	Unknown	East
2	Ceiling mounted	1	Northwest

September 02, 2021  
3905 S Ocean



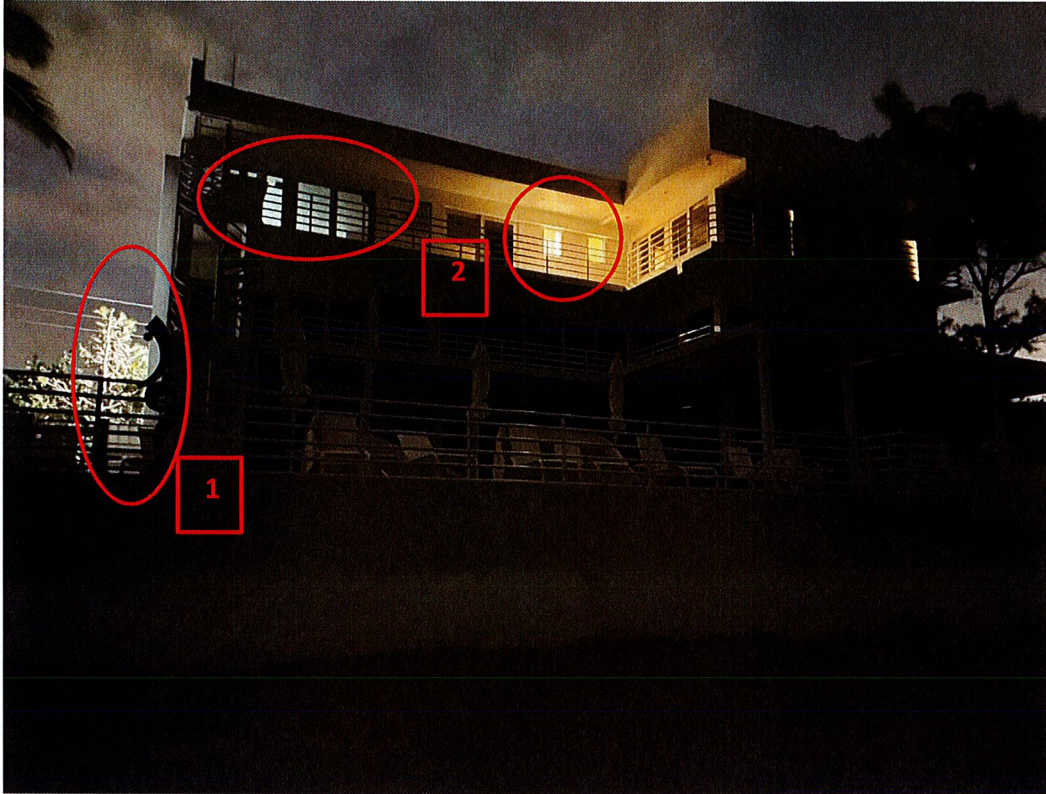
September 02, 2021  
3905 S Ocean

ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Ceiling mounted spotlight	2	Southwest and Northwest

September 02, 2021  
3921 S Ocean Blvd

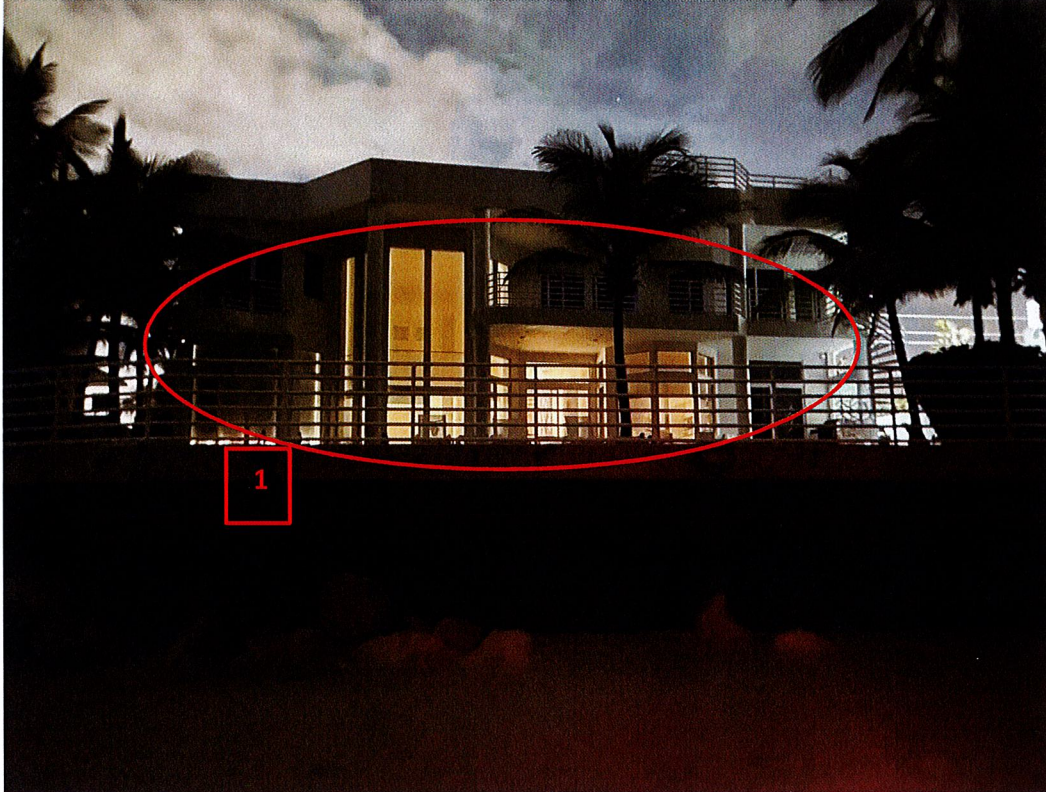


September 02, 2021  
3921 S Ocean Blvd



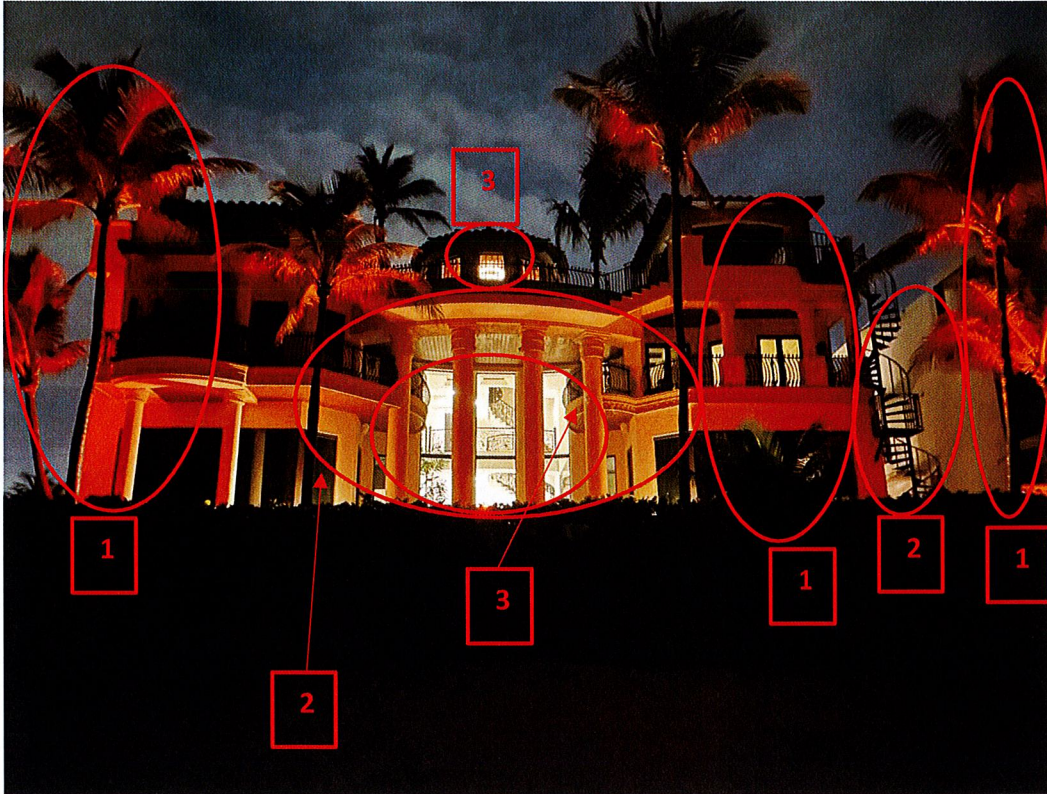
ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Ceiling mounted spotlight	~2	Southwest balcony
2	Interior	Unknown	East

September 02, 2021  
4001 S Ocean Blvd



ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Interior	Unknown	East

September 02, 2021  
 4011 S Ocean Blvd



ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Amber up lighting	Unknown	East
2	Indirect illumination	Unknown	East, North, South
3	Interior	Unknown	East

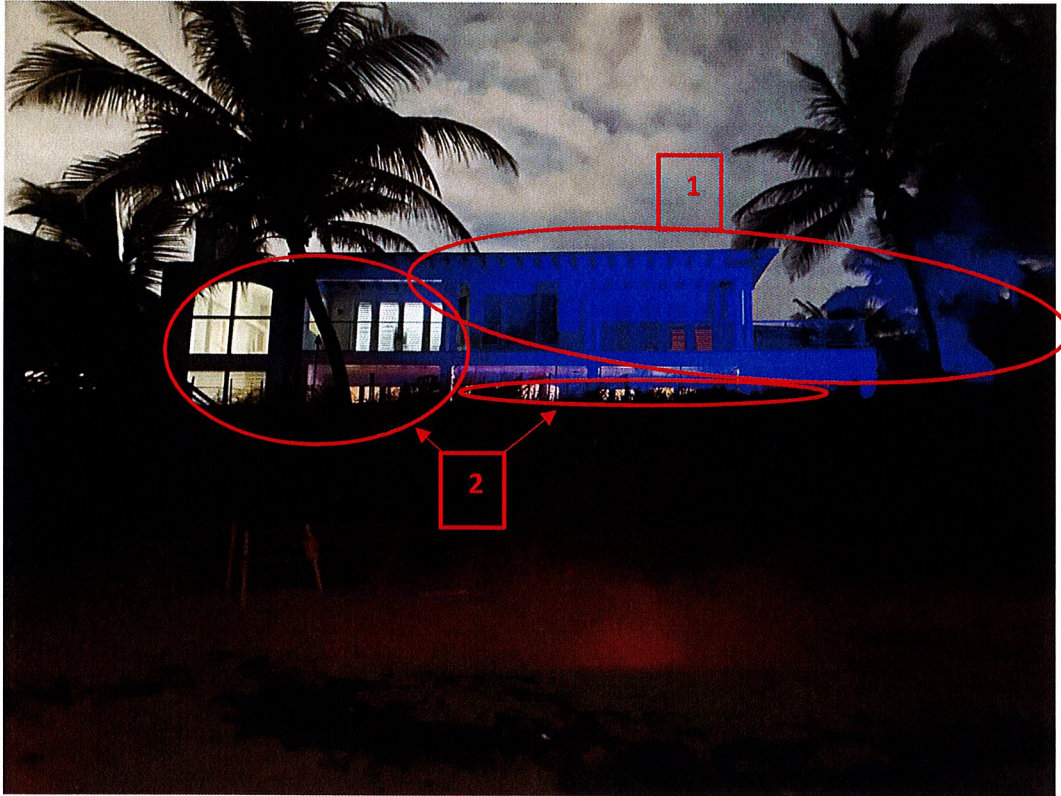
September 02, 2021  
4015 S Ocean Blvd (Vacant lot)



ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Streetlight	1	West



September 02, 2021  
4023 S Ocean Blvd



ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Indirect illumination from blue pool lighting	Unknown	East
2	Interior	Unknown	East

September 02, 2021  
4101 S Ocean Blvd



September 02, 2021  
4101 S Ocean Blvd

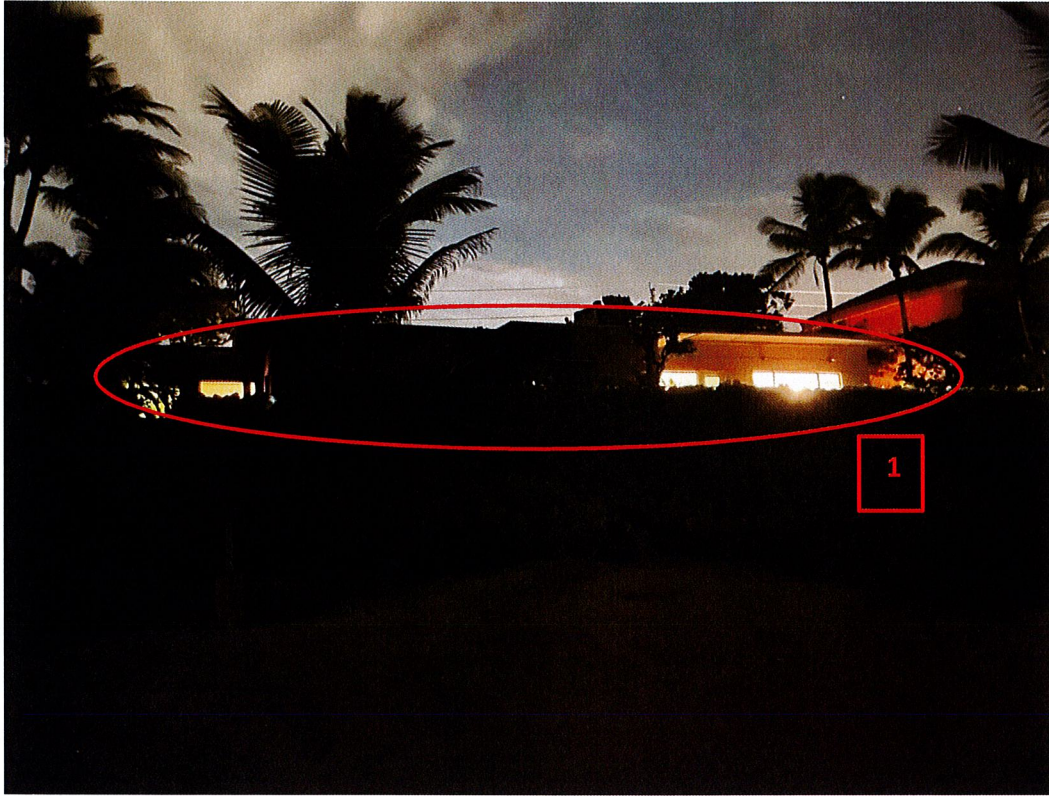
ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Indirect illumination from multicolored pool lighting	Unknown	East

September 02, 2021  
4111 S Ocean Blvd



ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Interior	1 room	East

September 02, 2021  
4115 S Ocean Blvd



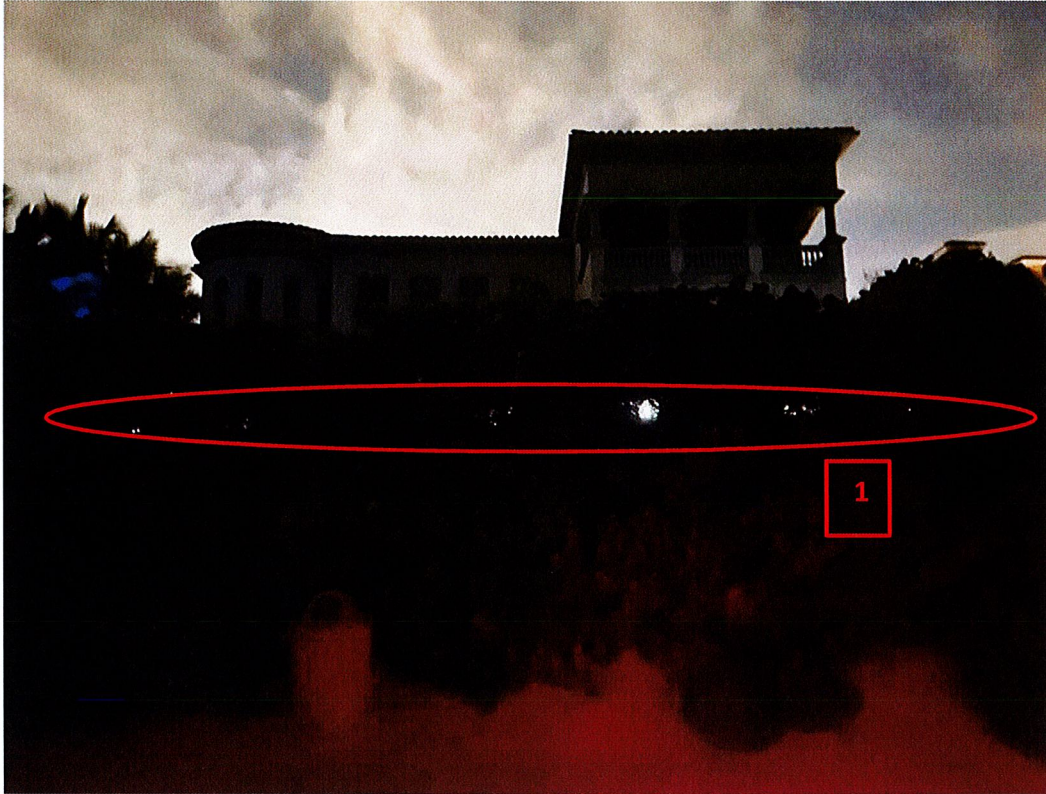
ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Interior	2 rooms	East

September 02, 2021  
4121 S Ocean Blvd



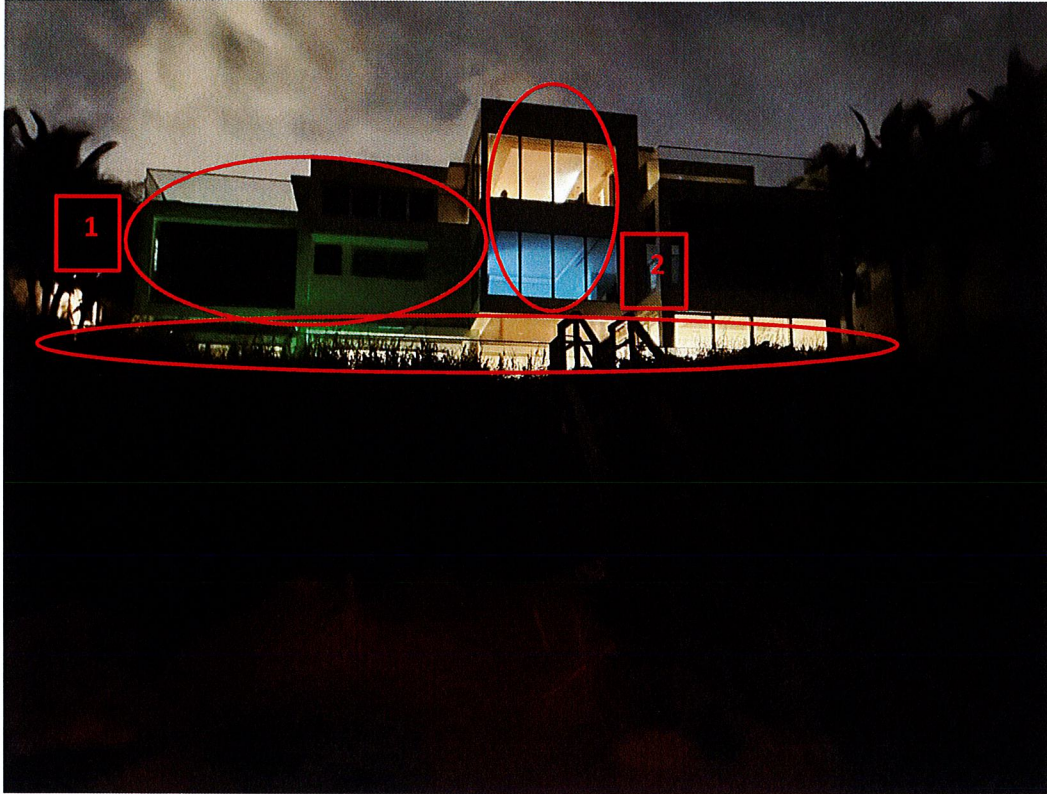
ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Indirect illumination from pool lighting	Unknown	East
2	Up lighting on vegetation	Unknown	Southeast
3	Up lighting	Unknown	Northeast

September 02, 2021  
4201 S Ocean Blvd



ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Pathlights	Unknown	East, behind vegetation

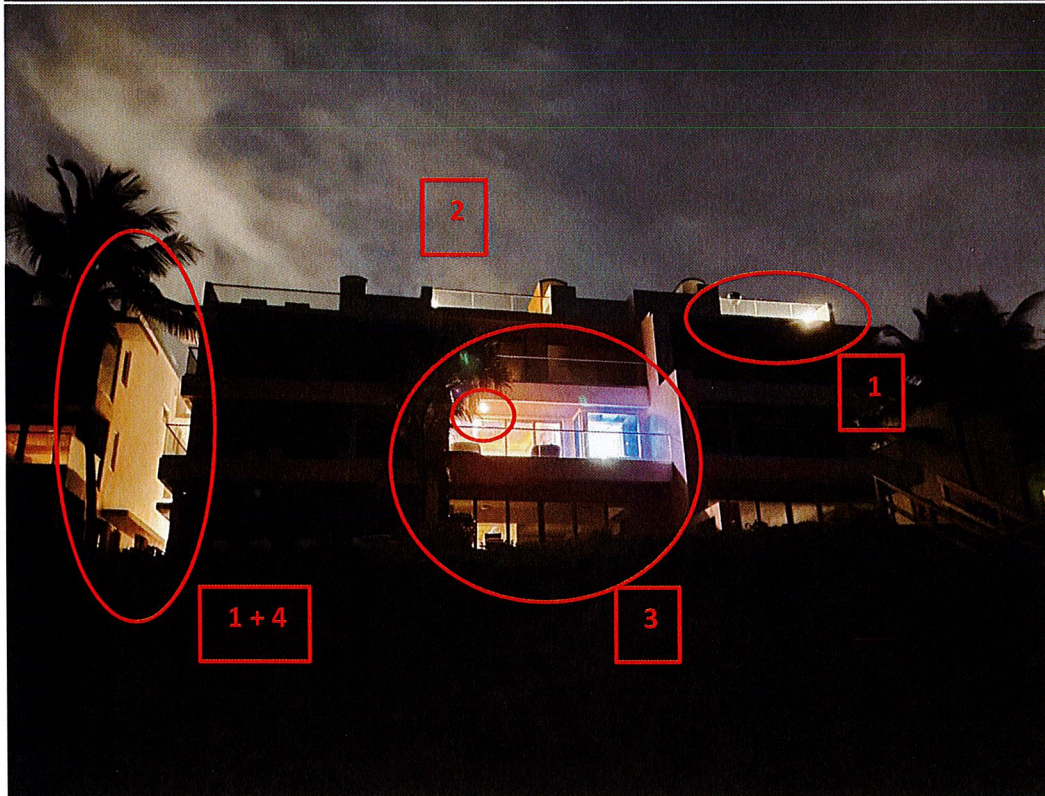
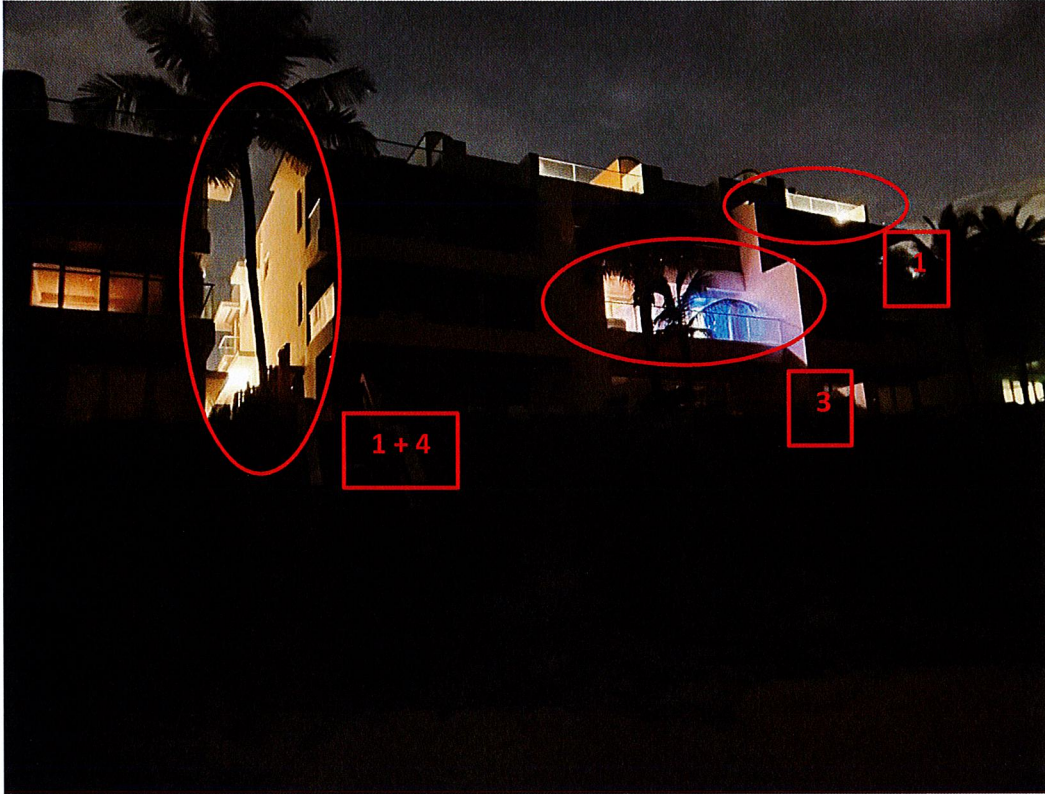
September 02, 2021  
4205 S Ocean Blvd



ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Indirect illumination from pool lighting	Unknown	East
2	Interior	Unknown	East



September 02, 2021  
4211-4215 S Ocean Blvd



**September 02, 2021**  
**4211-4215 S Ocean Blvd**

<b>ITEMS</b>	<b>FIXTURE TYPE</b>	<b>QUANTITY</b>	<b>LOCATION</b>
1	Wall mount	1	Roof
2	Ceiling mount	1	East, balcony
3	Interior	Unknown	East
4	Indirect illumination	Unknown	In-between buildings

September 02, 2021  
4221 S Ocean Blvd



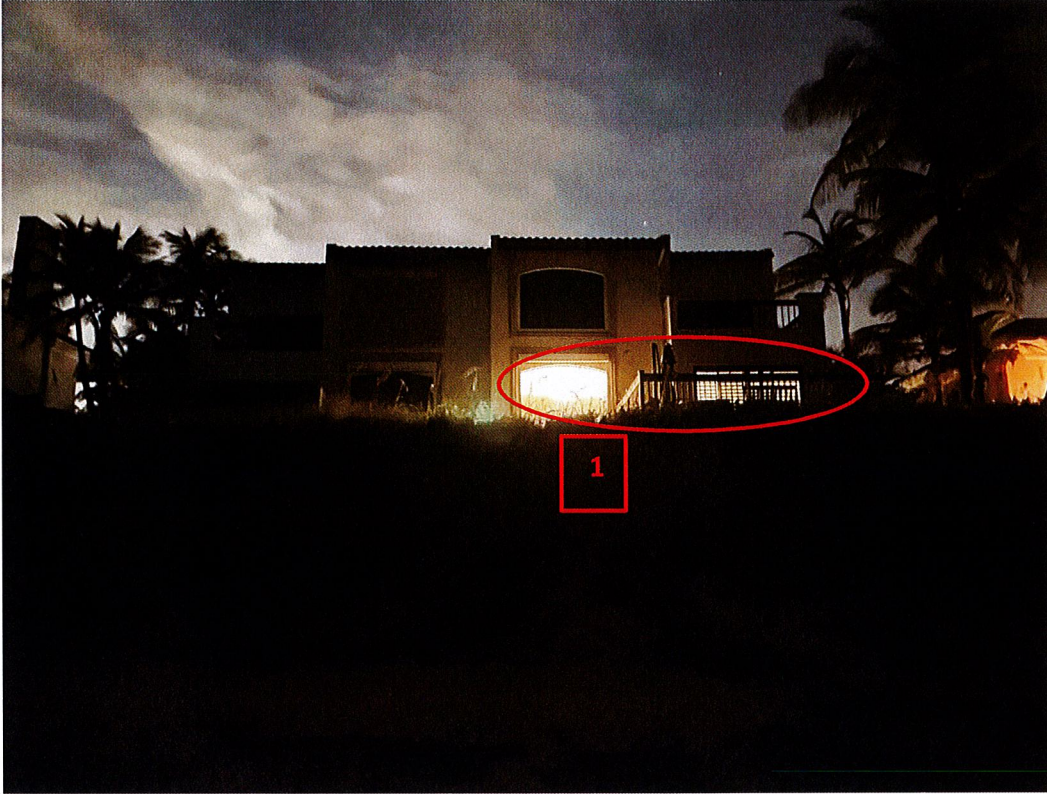
ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Interior	Unknown	East

September 02, 2021  
4301 S Ocean Blvd



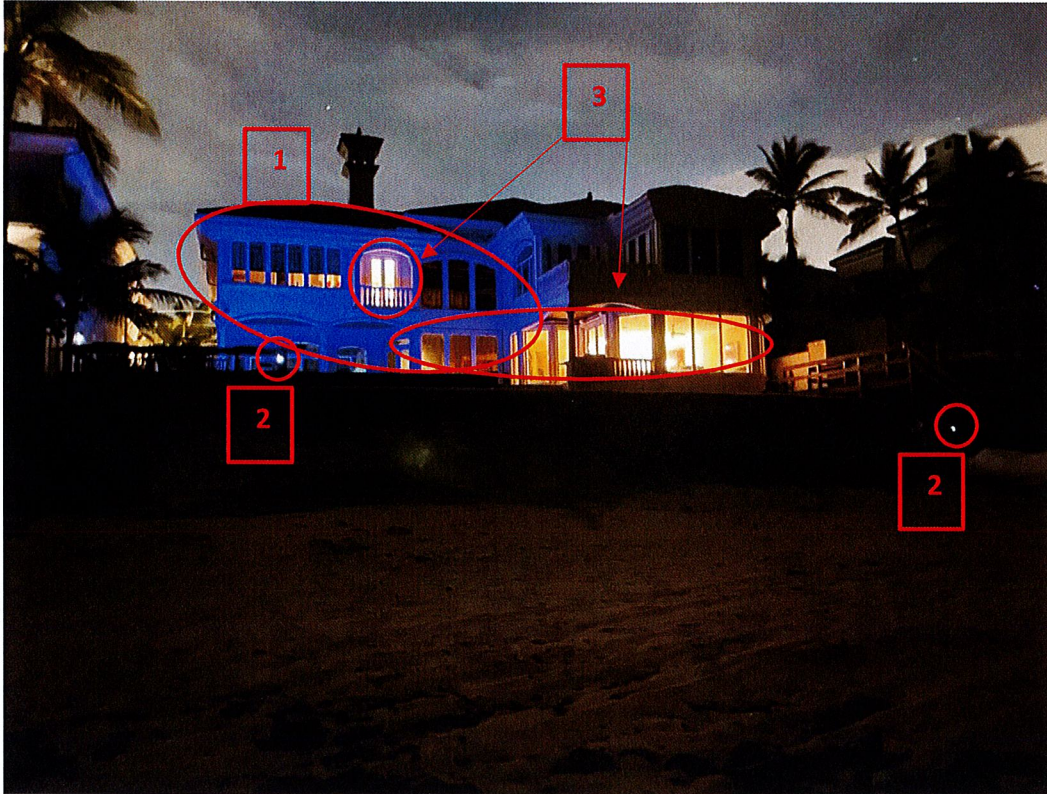
ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Ceiling mounted	2	East, over balcony

September 02, 2021  
4307 S Ocean Blvd



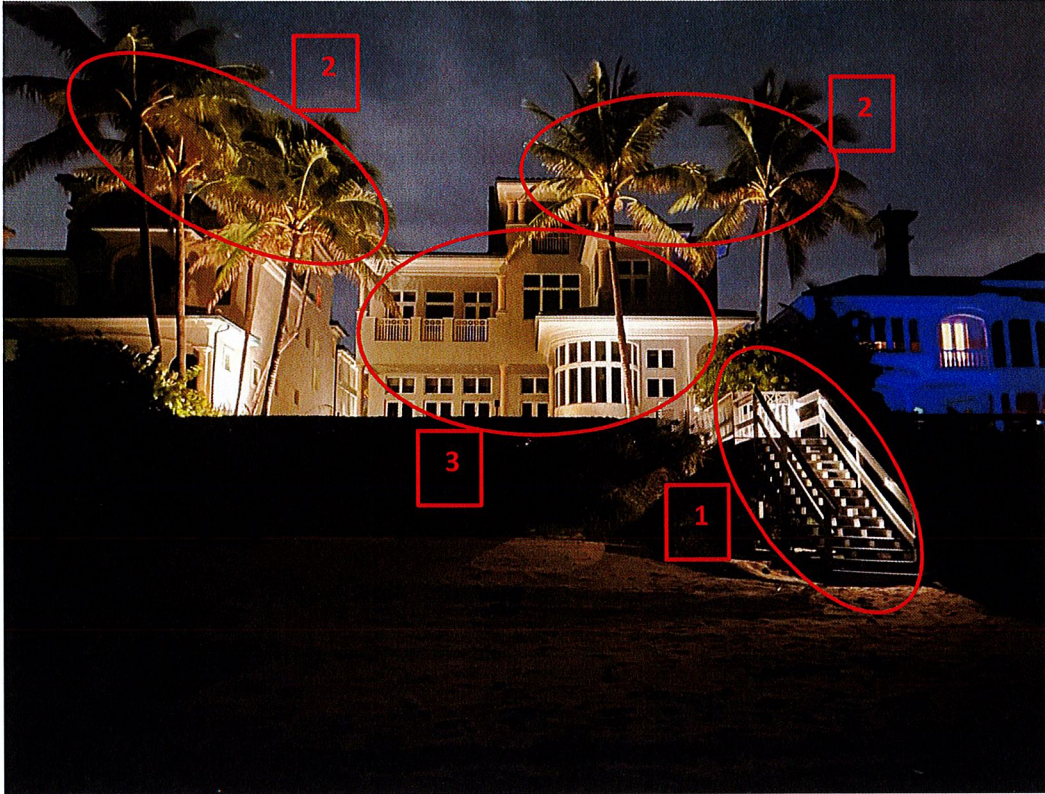
ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Interior	~ 2 rooms	East

September 02, 2021  
2 Ocean Place



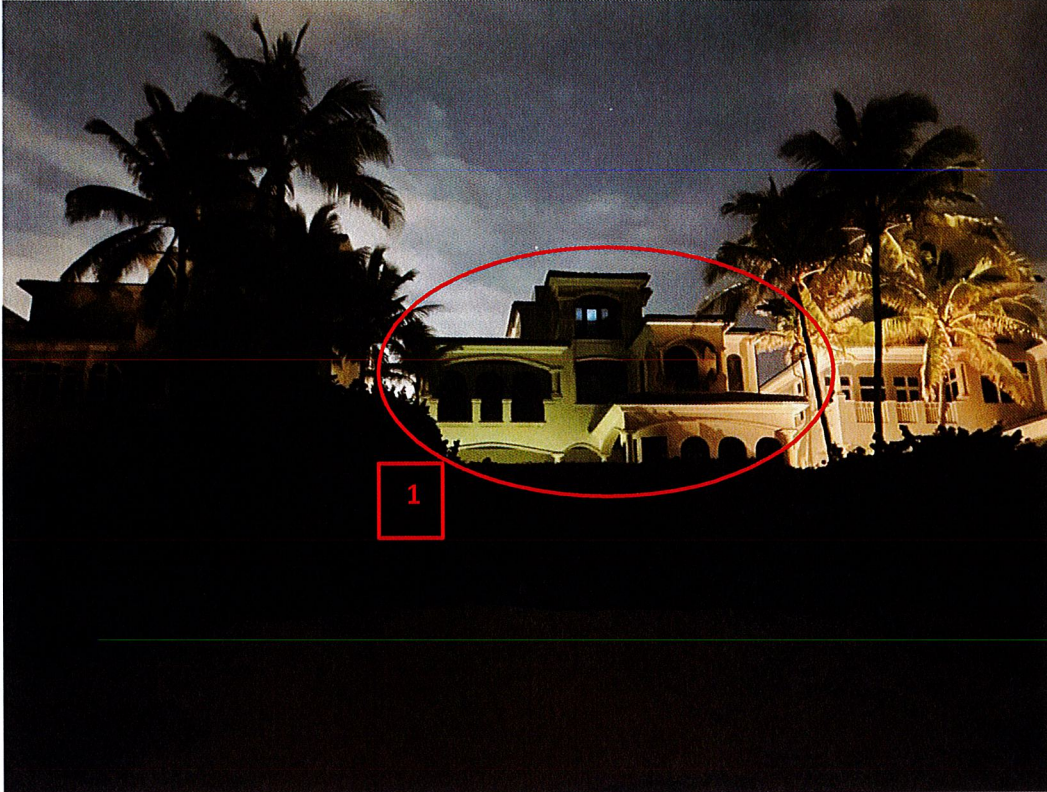
ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Indirect illumination from pool lighting	Unknown	East
2	Small blue solar path light	2	East
3	Interior	~2 Rooms	East

September 02, 2021  
3 Ocean Place



ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Beach access lighting	~5-10	East
2	Up lighting on vegetation	~5	Southeast, Northeast
3	Indirect illumination	Unknown	East

September 02, 2021  
4 Ocean Place



ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Indirect illumination (multiple sources)	Unknown	East, from pool



September 02, 2021  
6 Ocean Place



ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Beach access lighting	~10	East
2	Up lighting on vegetation	~7-10	East
3	Indirect illumination	Unknown	East

September 02, 2021  
7 Ocean Place



ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Pathlights	~5	East
2	Up lighting on vegetation	~5-10	East
3	Interior	Unknown	East

September 02, 2021  
8 Ocean Place



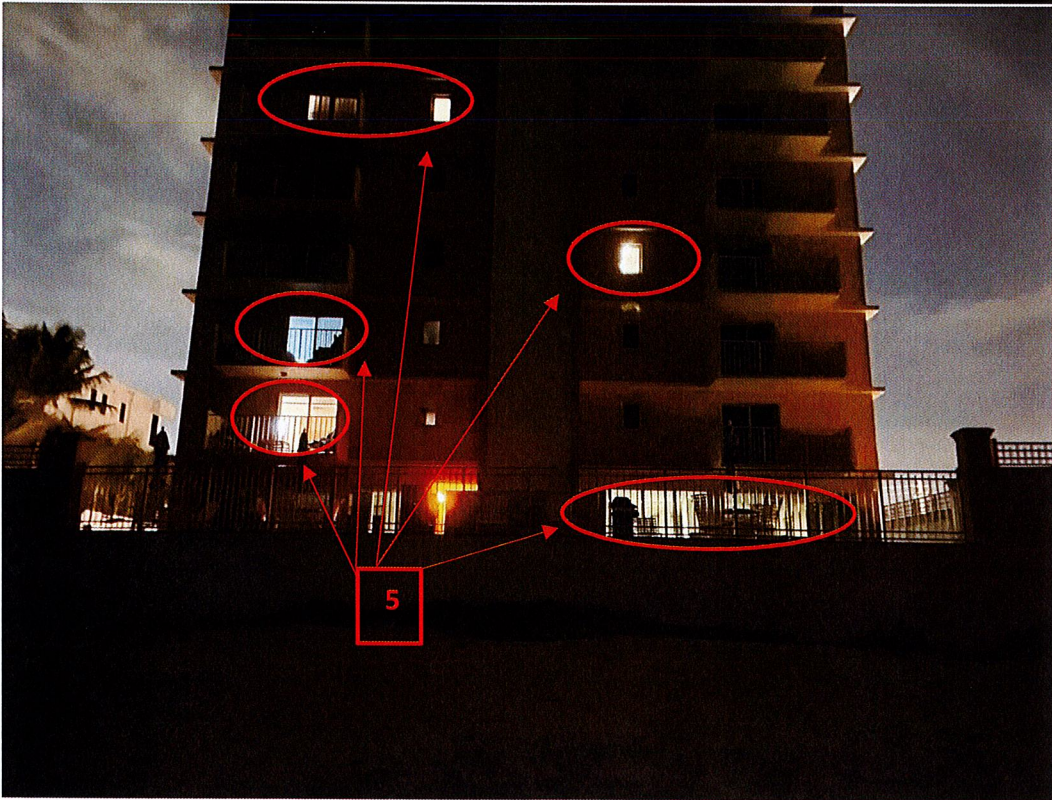
<b>ITEMS</b>	<b>FIXTURE TYPE</b>	<b>QUANTITY</b>	<b>LOCATION</b>
1	Ceiling mounted	~5	East
2	Indirect illumination from up lighting	~2-4	North face
3	Interior	Unknown	East

September 02, 2021  
11 Ocean Place



ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Indirect illumination from pool lighting	Unknown	East
2	Wall mounts	2	East
3	Bollards	Unknown	East, under cabana

September 02, 2021  
4505-4511 S Ocean Blvd



September 02, 2021  
4505-4511 S Ocean Blvd



September 02, 2021  
 4505-4511 S Ocean Blvd



ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Parking garage lighting	Unknown	North and South
2	Yellow pole mounted	~5	Northwest parking lot
3	Indirect illumination from pool lighting	Unknown	Center of two buildings
4	Rope lights	1	East, on steps to beach
5	Interior	Unknown	East, West, South



September 02, 2021  
 4519-4515 S Ocean Blvd



ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Up lights on vegetation	Unknown	North
2	Interior	2 rooms	

September 02, 2021  
4605 S Ocean Blvd



September 02, 2021  
4605 S Ocean Blvd

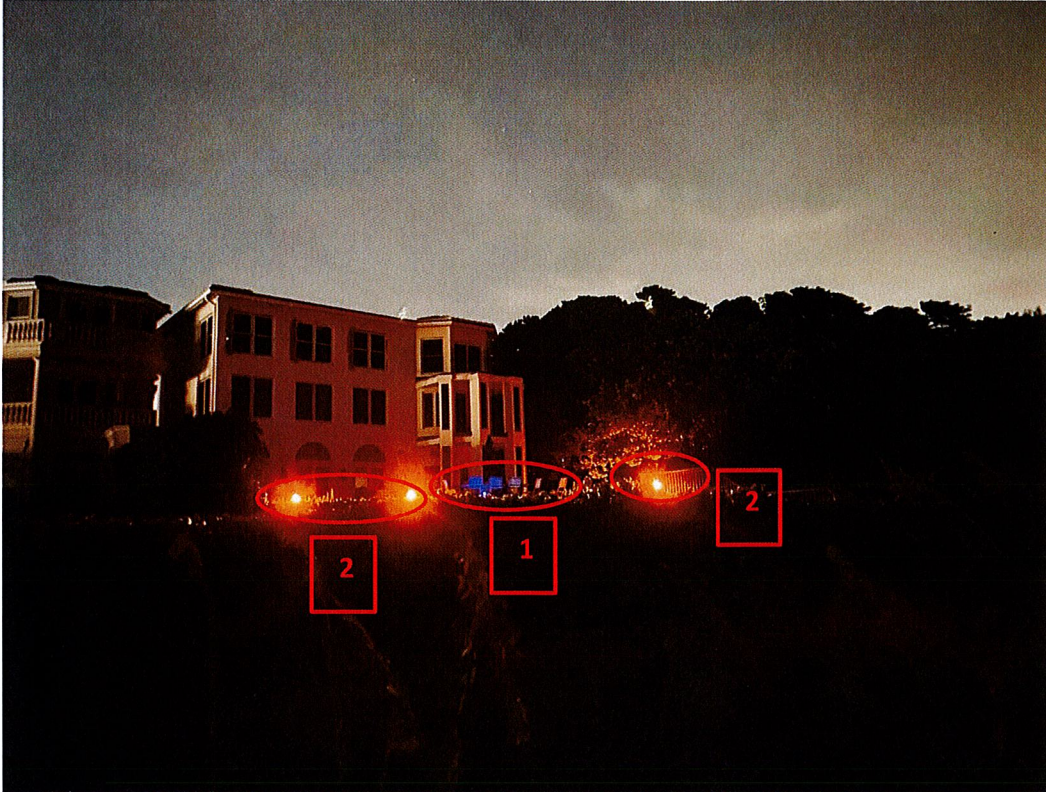
ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Pole mount	1 visible but probably multiple	South
2	Indirect illumination	Unknown	South, North

September 02, 2021  
 4621 S Ocean Blvd



ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Uplights on vegetation	Unknown	East
2	Indirect illumination	Unknown	East
3	Path lights	Unknown	East

September 02, 2021  
4713 S Ocean Blvd



September 02, 2021  
4713 S Ocean Blvd

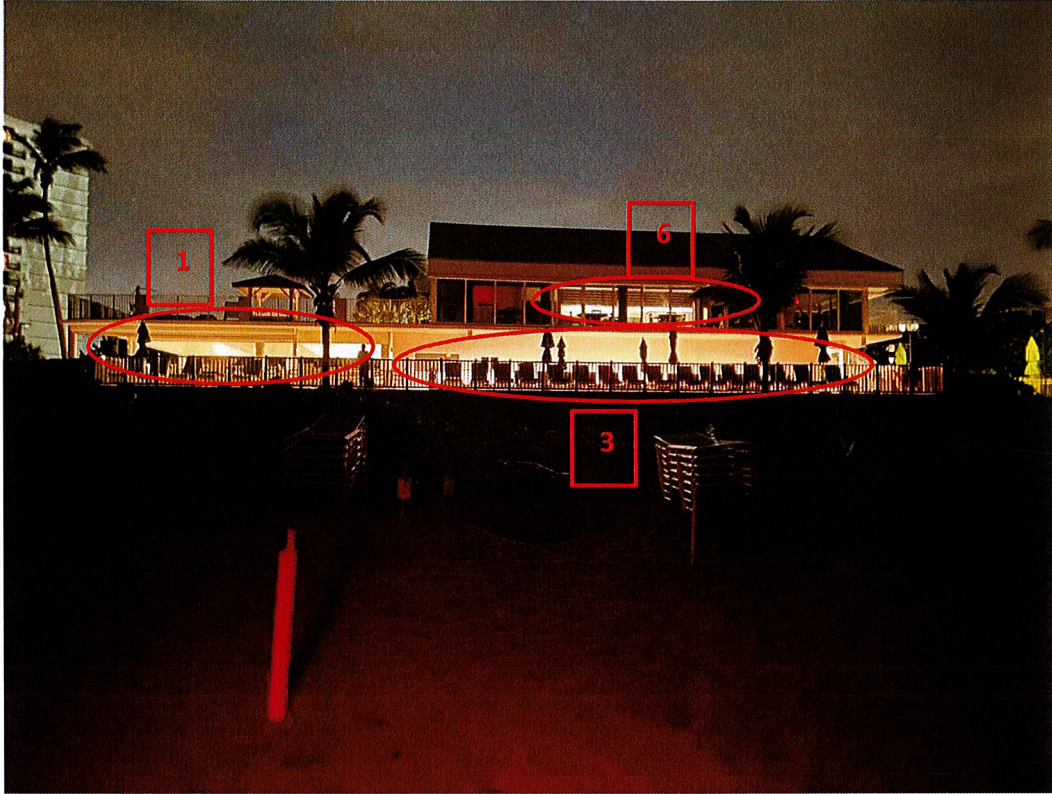
<b>ITEMS</b>	<b>FIXTURE TYPE</b>	<b>QUANTITY</b>	<b>LOCATION</b>
1	Blue path lights	2	East
2	Ground spotlights	4	East

September 02, 2021  
4715 S Ocean Blvd



ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Spotlight	1	Southeast

September 02, 2021  
4801 S Ocean Blvd



123

Palm Beach County Department of Environmental Resources Management  
Town of Highland Beach – Informal Nighttime Survey for Sea Turtle Lighting Compliance



September 02, 2021  
4801 S Ocean Blvd



ITEMS	FIXTURE TYPE	QUANTITY	LOCATION
1	Ceiling mounted	2	South breezeway/patio, north stairwell, west of pool
2	Pole lights	4	North and west of pool area
3	Wall mounted	Unknown	East, north face
4	Spotlight	1	West of West stairs to pool
5	Step lights	Unknown	East, stairs to second floor
6	Interior	Unknown	East

MUNICIPALITY	EXISTING LIGHTING	EXISTING INTERIOR LIGHTS	EXISTING EXTERIOR LIGHTS
PBC*	Existing beachfront lighting causing direct or indirect illumination shall be adjusted or corrected to ensure that the lighting does not cause illumination that is directly or indirectly visible from the beach.	Window treatment shall be required on all windows visible from the beach. Blackout draperies or shadescreens are preferred. Alternatively or additionally, window tint may be applied to beachfront windows. The turning out of all unnecessary interior lights during the nesting season is strongly encouraged.	Recommended corrective action that can be used to reduce or eliminate the effects of exterior lighting: <ul style="list-style-type: none"> <li>-permanently remove the light fixture.</li> <li>-disconnect the light fixture.</li> <li>-reposition the light fixture so the point source is no longer visible from the beach.</li> <li>-replace light fixtures having an exposed light source with light fixtures containing recessed light sources or shields.</li> <li>-replace non-directional light fixtures with directional light fixtures pointing down and away from the beach.</li> <li>-replace light fixtures having translucent or transparent coverings with light fixtures having opaque shields covering an arc of at least 180 degrees and extending an appropriate distance below the bottom edge of the light fixture on seaward side so the light source is not visible from the beach.</li> <li>-replace pole lamps with low-profile, low-level luminaries so that the light source is not visible from the beach.</li> <li>-plant or improve vegetation buffers between the light source and the beach to screen light form the beach.</li> <li>-construct an ornamental structural barrier to shield light sources from the beach; and</li> <li>-modify the light fixture by adding a shield.</li> </ul>
Boca Raton	No artificial light any area of the incorporated beaches of the City.	Window treatments in all windows visible from the beach regardless of exposure are required so that interior lights do not directly or indirectly illuminate the beach.	Lights illuminating buildings or associated grounds for security or recreational purposes shall be shielded or screened such that they are not visible from the beach, or turned off between sunset to sunrise during the period of March 1 to October 31 of each year.

\*Delray Beach, Juno Beach, and Ocean Ridge have adopted by reference Palm Beach County’s Sea Turtle Protection Ordinance.

# PUBLIC COMMENT

**From:** [Jeffrey](#)  
**To:** [Marshall Labadie](#)  
**Cc:** [Jeff Remas](#); [Natasha Moore](#); [Ingrid Allen](#); [David Stern](#); [Evalyn David](#); [Donald Peters](#); [Judith Goldberg](#); [Terisha Cuebas](#); [Rick Greenwald](#)  
**Subject:** Primary concern  
**Date:** Tuesday, December 5, 2023 6:28:09 PM

---

Marshall,

The mayor suggested that I voice my concerns about new ordinances earlier than I have been doing. Therefore, I would like to express my primary concern regarding the proposed lighting ordinance. The new ordinance appears to aim at banning all common flood lighting fixtures. According to the current ordinance proposal, the building department is likely to deny permits for flood-type lighting fixtures, even for use only during the months of November through February.

Please let me know if my understanding of this matter is accurate.

Thank you,

**From:** [Jeffrey](#)  
**To:** [Natasha Moore](#); [David Stern](#); [Evalyn David](#); [Donald Peters](#); [Judith Goldberg](#)  
**Cc:** [Marshall Labadie](#); [Rick Greenwald](#); [Terisha Cuebas](#); [Craig Hartmann](#); [Jeff Remas](#); [Ingrid Allen](#)  
**Subject:** Motion-activated security lighting  
**Date:** Wednesday, December 6, 2023 8:12:26 PM

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Commissioners,

Yesterday, Chief Hartmann addressed enhancing security measures through lighting. He specifically emphasized the importance of motion-activated lighting systems. These systems play a pivotal role in bolstering security during nighttime hours.

However, a significant challenge arises with the introduction of the new lighting ordinance. This proposed ordinance presents a substantial limitation: it does not allow for the issuance of permits for installing such motion-activated lighting systems. Notably, this restriction is not just limited to the summer months, which are critical for turtle nesting but extends throughout the entire year.

To illustrate the type of lighting systems discussed, please find below examples of motion-activated security lighting. These examples showcase various designs and technologies that are widely used in similar contexts. This visual representation aims to provide a clearer understanding of the lighting systems in question and the potential impact of the ordinance on community safety, particularly during the winter months, which are without concerns over turtle hatchlings.







**From:** [Jeffrey](#)  
**To:** [Natasha Moore](#); [David Stern](#); [Evalyn David](#); [Donald Peters](#); [Judith Goldberg](#)  
**Cc:** [Marshall Labadie](#); [Rick Greenwald](#); [Terisha Cuebas](#); [Jeff Remas](#); [Ingrid Allen](#)  
**Subject:** Sincere gratitude  
**Date:** Tuesday, December 5, 2023 4:38:23 PM

---

Dear Commission Members,

I extend my sincere gratitude for the comprehensive and detailed discussions today regarding the proposed Lighting Ordinance. I really appreciate your diligent approach to addressing this matter.

I remain optimistic that the final draft of the ordinance will contain provisions for permitting the installation of normal lighting fixtures and floodlighting fixtures to be used from November through February.

Thank you for your continued dedication and hard work on this important issue.

Warm regards,  
Jeffrey Kleiman  
Highland Beach



**From:** Jeffrey  
**To:** Natasha Moore; David Stern; Evalyn David; Donald Peters; Judith Goldberg  
**Cc:** Marshall Labadie; Rick Greenwald; jahalpern@comcast.net; Jeff Remas; Ingrid Allen  
**Subject:** Turtle Glass and lighting  
**Date:** Tuesday, May 23, 2023 8:04:21 PM

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Mayor, Vice Mayor, Commissioners,

I strongly support preserving our inland waterways, ocean, and beaches in Highland Beach. I will donate \$2,500.00 to the SeaTurtle volunteers, matching the amount donated by our town.

I am grateful to our town planner for informing us that the state has removed its turtle lighting code and recommends local regulations. This speaks volumes.

I suggest advising our town staff to propose practical and reasonable regulations instead of ones that seem too strict. This will help ensure a more productive approach to presenting proposed ordinances.

Our present code is pure genius-

***" No artificial light shall illuminate any area of the beach which may be used for turtle nesting and hatching during the period from March 1 to October 31 of each year, from dusk to dawn. "***

Boca Raton has a brilliant catch-all code about outdoor lighting; this code is in the Commission meeting agenda package-

***"Lights illuminating buildings or associated grounds for security or recreational purposes shall be shielded or screened such that they are not visible from the beach or turned off between sunset to sunrise during the period of March 1 to October 31 of each year. "***

Sincerely,  
Jeffrey Kleiman  
Highland Beach

Copy of the Fort Lauderdale code that allows tint or window shades for new construction.

Sec. 6-49. - Lighting standards for new development

(8)Tinted glass shall be installed on all windows and glass doors of single and multi-story structures facing or within line-of-sight of the beach. **Shade screens can be substituted for this requirement.**

[https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?)

[nodeId=COOR\\_CH6AN\\_ARTISETU\\_DIV2BEARARLIRE\\_S6-49LISTNEDE](#)

**From:** [Jeffrey](#)  
**To:** [Jeff Remas](#)  
**Cc:** [Lanelda Gaskins](#); [Natasha Moore](#); [Donald Peters](#); [Evalyn David](#); [Judith Goldberg](#); [Marshall Labadie](#); [David Stern](#); [Rick Greenwald](#); [Ingrid Allen](#)  
**Subject:** Re: Proposed Lighting Ordinance  
**Date:** Tuesday, December 5, 2023 8:17:46 AM

---

Jeff,

Thank you for your concern for the residents of Highland Beach.

Your contributions to the safety of Highland Beach residents are greatly appreciated by all.

Many matters that come before the Town Residents' Commission are "quality of life issues," as opposed to safety issues.

For the most part, the State of Florida has stayed away from beachfront lighting ordinances. I think this is because the state recognizes that each municipality may have different but equally effective ways of protecting sea turtle hatchlings.

To date, Highland Beach's residents have been successful in obtaining the common goal of preventing artificial lighting from disorienting sea turtle hatchlings.

Adding new overreaching ordinances only serves to needlessly restrict property owners' rights.

Over the past few years, I have suggested many environmental improvements to our Commission. I would like to invite you to join my efforts in advancing these meaningful initiatives.

I am currently working on getting the Florida Department of Transportation (FDOT) to stop dumping polluted stormwater from the state road into our canals.

Best regards,  
Jeffrey Kleiman

On Dec 5, 2023, at 12:33 AM, Jeff Remas <[bco@highlandbeach.us](mailto:bco@highlandbeach.us)> wrote:

Mr. Kleiman,

I appreciate you taking the time to express your concerns about the proposed lighting ordinance. Your engagement in civic matters is valuable to our community.

I would like to take this opportunity to provide some additional context regarding the ordinance. This proposal has been in development for several years, drawing from a model ordinance for the State of Florida, reduced in scope, and integrated practices from similar municipalities. Our goal has been to create a more effective framework for managing turtle-safe lighting in our community.

As you may know, the current ordinance has often been critiqued for its vague language, which, ironically, has led to broader interpretative applications. The proposed ordinance addresses these ambiguities by offering clear guidelines and compliance solutions, thereby reducing the potential for overreach. It's important to highlight that this ordinance has been a subject of public discussion on multiple occasions, starting with the Town Commission, which asked for changes that were implemented for further board reviews. The contributions of our community members have enriched these discussions. The Natural Resources Board and the Planning Board, consisting of residents like yourself, have reviewed, discussed, and

unanimously recommended the proposed ordinance. Their collective insights have been instrumental in shaping a balanced and community-centric proposal.

I understand that you are concerned about the ordinance's implications, particularly regarding indoor lighting and its impact on our residents' well-being. Please know that these factors were thoughtfully considered in the drafting process.

I noticed that your participation in these discussions was missed. Active involvement in such processes can offer a deeper understanding of the complexities and intentions behind such proposals. Your perspective and insights would be a valuable addition to future discussions. In this light, I would like to encourage you to consider participating more actively in our community boards and meetings. Your involvement could significantly contribute to shaping our town's future during the process rather than afterward.

The Town aims to always work collaboratively towards solutions that reflect the needs and values of our residents, and your continued input is a vital part of this process. Thank you again for reaching out, and I look forward to your active participation in our community's ongoing dialogues.

<image001.png>

Respectfully,  
**Jeff Remas**  
Building Code Official

*Town of Highland Beach*  
3616 S. Ocean Boulevard  
Highland Beach, FL 33487  
(561) 278-4540 Office  
(561) 278-2606 Fax  
[www.highlandbeach.us](http://www.highlandbeach.us)

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**From:** Jeffrey <jeffreyfl@gmail.com>

**Date:** Monday, December 4, 2023 at 11:58

**To:** Lanelda Gaskins <lgaskins@highlandbeach.us>

**Cc:** Natasha Moore <nmoore@highlandbeach.us>, Donald Peters <sportsbarn1@aol.com>, Evalyn David <edavid@highlandbeach.us>, Judith Goldberg <judy@judithgoldberg.com>, Marshall Labadie <mlabadie@highlandbeach.us>, David Stern <dstern@highlandbeach.us>, Rick Greenwald <Ragreenwald@bellsouth.net>, Jeff Remas <bco@highlandbeach.us>, Ingrid Allen <iallen@highlandbeach.us>

**Subject:** Proposed Lighting Ordinance

Public Comment for Tuesday's Commission meeting.

Subject: Proposed Lighting Ordinance,

Dear Mayor, Vice Mayor, Commissioners,  
The proposed lighting ordinance represents a clear case of government overreach.

This proposed ordinance is focused on regulating the behavior of Highland Beach residents through absolute measures. It goes beyond mere overreach; It actively creates issues where none previously existed. It is a cure for a disease we don't have.

Our residents are intelligent enough to continue being permitted to install outdoor flood lighting for use only during the peak People Season from November through February.

The Highland Beach Commission should not restrict daytime indoor sunlight over a nighttime issue. Our residents are also intelligent enough to lower their beachfront window shades at night during hatchling season, as they have been doing successfully in accordance with the existing town ordinance for many years.

The proposed ordinance would minimize indoor sunlight to less than half on sunny days. On cloudy days, this reduction in sunlight will cause a notably gloomy and depressing indoor environment. Our older, infirmed residents do not deserve to spend their final days in partial darkness.

Let's remember that it's Florida's sunshine that brought us here.  
I firmly believe this proposed ordinance warrants outright rejection.

Sincerely,  
Jeffrey Kleiman  
Highland Beach

**From:** [Jeffrey](#)  
**To:** [Natasha Moore](#); [David Stern](#); [Donald Peters](#); [Evalyn David](#); [Judith Goldberg](#)  
**Cc:** [Marshall Labadie](#); [Terisha Cuebas](#); [Jeff Remas](#); [Ingrid Allen](#)  
**Subject:** Staff suggested lighting ordinance revision.  
**Date:** Sunday, December 3, 2023 5:07:27 PM

---

Subject: Concerns Over Proposed Lighting Ordinance.

Mayor, Vice Mayor, Commissioners,

I am expressing my deep concerns about the proposed lighting ordinance.

Firstly, The proposed ordinance is nearly impossible to understand. Staff's approach to crafting this ordinance selectively adopts parts of the state model while significantly embellishing others. This not only adulterates the original state model but also encroaches into areas that directly affect residents' quality of life. Any claim that this revision is merely an adoption of the state model is, unfortunately, not accurate. Revising an ordinance that is not related to health or public safety by our town's building department, which operates with enforcement authority akin to that of a police force, equates to staff proposing new laws governing the behavior of our residents. This is not in their domain.

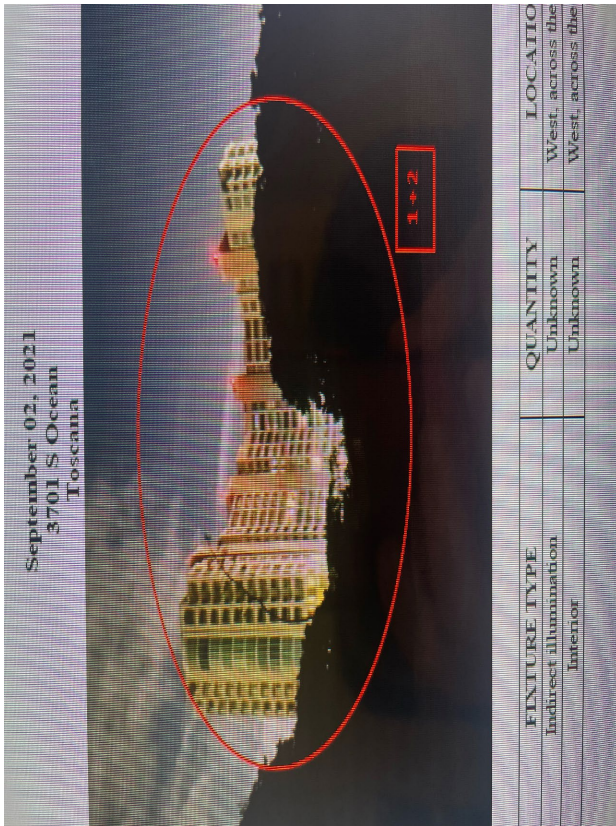
The proposal prohibits the installation of any lighting except for dim amber, orange, or red lights, not only during the seven-month nesting season but throughout the entire year. It ignores that our residents prefer well-lit patios and pool areas during our peak People Season, which is from November through February. These months are crucial for our community, and such a ban would dampen the enjoyment and atmosphere that our residents cherish.

It's noteworthy that the proposed ordinance omits the entire state model Geographic Boundary Clause; instead, harsher language was initially added and then revised to ambiguous language in this version. The introduction of new restrictions, harsher than the state code, appears to be an overreach. Furthermore, it's concerning that many additional new restrictions have been added since our Commission last reviewed the staff's proposal.

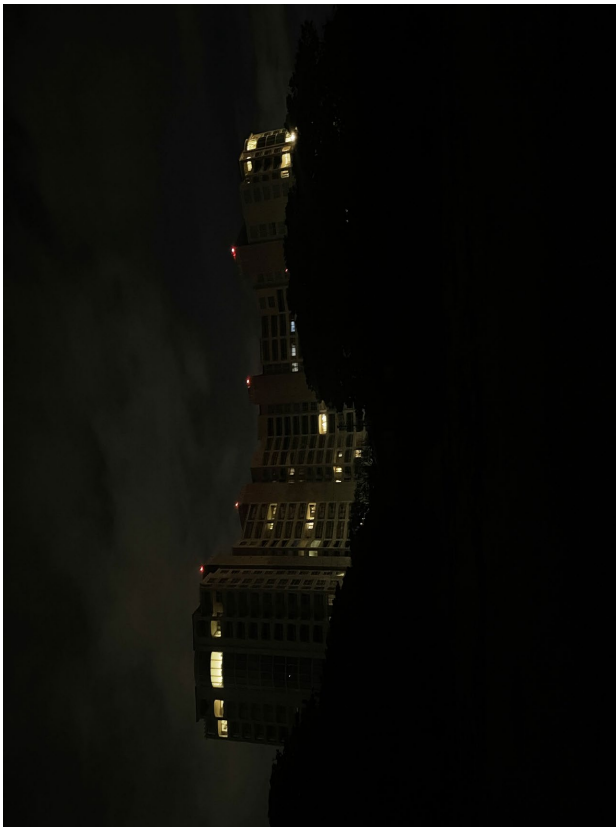
The imagery shown to our Commission during the original proposal, particularly the

night image of Toscana, might have been deceptive. To address this, I personally captured an image from the same location with adjusted camera settings to more accurately reflect the actual lighting situation. This effort was necessary as automatic exposure often results in overly brightened pictures, which can misrepresent the true extent of the lighting.

Image from Commission Agenda Package-



The image I took from the same spot on the beach-



To the best of my understanding, there is no documented evidence suggesting that sea turtle hatchlings have been adversely affected by the current town ordinance — specifically, there are no records of hatchlings straying away from the ocean and perishing due to any shortcomings in our existing regulations. Additionally, there hasn't been a notable demand from a significant amount of our residents for any changes to the present ordinance.

Our town staff, while well-intentioned and a vital part of our community, were placed in a position well beyond their appropriate scope.

I respectfully propose that the revision of this ordinance be postponed until the residents of Highland Beach express a clear need or desire for such changes. This approach will ensure that any amendments are truly in line with the community's interests and requirements.

Sincerely,

Jeffrey Kleiman  
Highland beach



This is what is being suggested for the non-nesting months of the People Season November through February.



**From:** [Stacey Gallagher](#)  
**To:** [Ingrid Allen](#)  
**Subject:** RE: Today's Commissioners meeting  
**Date:** Friday, December 15, 2023 10:16:26 AM  
**Attachments:** [image003.png](#)

---

Hi Ingrid,

That sounds good. Thank you so much for your hard work on this ordinance and for sending over our suggestions. They can be found below:

1) **Ordinance jurisdiction:** In our experience, it is more effective to designate the jurisdictional area of the ordinance by using visibility criteria as opposed to a defined setback (west of SR A1A). This is important because there could be properties just west of the properties west of A1A that could be contributing problematic lighting that would not be able to be addressed. This could be achieved by using language similar to this: **An overlay district, known as the Sea Turtle Lighting District, is hereby established in the City of Marco Island. The Sea Turtle Lighting District is defined as all beachfront properties from Cape Marco to Hideaway Beach. Within this district, this ordinance applies to all light visible from the beach.** This language establishes a linear boundary while also singling out light that is visible from the beach.

2) **Requirements for existing construction:** I understand that the direction from the Commission was to “soften” the requirements for existing construction on the beach. However, the Commission agreed in the First Reading that nearly all properties along Highland Beach fall under the category of existing construction. If these properties do not have specific requirements to follow to minimize their impact on sea turtles, the problematic lights will not be addressed. In order for the ordinance to actually be effective, it must provide specific requirements that are easy to follow for residents. We recommend keeping the specific requirements for addressing problematic coastal lighting for existing construction in the ordinance and to ensure that they are still required and are not voluntary.

3) **Tinted glass:** We appreciate the Town’s efforts to add in requirements for interior lighting to the ordinance; interior lighting can be just as harmful to marine turtles as exterior lighting. Although 45% tint transmittance can appear quite dark on the outside of the window compared to no tint at all, 45% tint simply is not enough to effectively block interior light from reaching the beach and disorienting sea turtles. Unfortunately, 45% tint transmittance is marketed as “turtle glass,” which is a misnomer. When we apply tint to our retrofit properties, we aim to get as close to 15% tint transmittance as possible. We of course defer to the tinting company on whether 15% tint is achievable with the type of window the film is being applied to, but we aim to go as low as possible. On properties where we have installed 15% tint, we have never heard of windows being impacted due to the tint or heard dissatisfaction from the property owner.

The 2020 Model Lighting Ordinance does include 45% tint transmittance, but it does encourage going lower. In addition, in 2022, Florida Fish and Wildlife Conservation Commission (FWC) completed a study that would determine the best tint transmittance level to reduce sea turtle disorientations from interior light. I wanted to let you know that we have since attended

conferences and meetings where FWC presented the preliminary results of this study, which indicated that a tint transmittance of 30% or lower was the most ideal transmittance to reduce sea turtle disorientations (see attached photo of slide detailing these results). This confirms what we in the sea turtle community have known anecdotally for years – that the 45% tint transmittance requirement found in most ordinances, and the transmittance that is found in the misnamed “turtle glass,” is not dark enough to reduce sea turtle disorientations.

4) **Compliance:** Throughout the First Reading, members of the Commission stated that the requirements in the proposed ordinance language would be “too onerous” for coastal residents to comply. However, more than 100 local governments throughout the State have adopted and enforced lighting ordinances for sea turtle protection, many since the early 1990s. STC has also retrofitted hundreds of coastal properties with wildlife friendly lighting technology, which is widely diverse and available and can meet safety requirements. Although change is often difficult to adjust to, especially when white, unshielded light has been the norm for many people throughout their lives, it is possible to shift community attitudes toward conservation. We at STC have a suite of attractive, engaging educational materials that we can provide to the Town for free to help educate your residents about this change. We are also available to host presentations or provide any guidance that your residents may need.

5) **Why the Town must strengthen its ordinance language and enforcement:** The Town has a responsibility to prevent the “take” of federally-protected sea turtles by poorly managed artificial lighting. Florida is home to 90% of all sea turtle nesting in the U.S. and hosts globally-important populations of sea turtles. The decisions made by the Town regarding its ordinance language and enforcement directly correlate with the recovery of these important keystone species. The Town received more than 1,500 sea turtle nests in 2023 – this means that potentially thousands of sea turtle hatchlings could have become disoriented by poorly managed artificial lighting.

Thank you so much, Ingrid, for all of the work you have done to make this language as protective as it can be for sea turtles while also taking into account the needs of your community. It is not an easy task to balance these needs, but it is necessary for the survival of the species and for the Town. I will send a separate letter to Commissioners in the new year ahead of the January 16 meeting.

**Stacey Gallagher, M.A.M.C.**  
Development and Policy Coordinator/Lighting Project Specialist  
Sea Turtle Conservancy  
4581 NW 6<sup>th</sup> Street, Suite A | Gainesville, FL 32609  
352-373-6441 | [www.conserveturtles.org](http://www.conserveturtles.org)

**Sold To:**

Town of Highland Beach - CU00398185  
3614 So. Ocean Blvd.  
Highland Beach,FL 33487

**Bill To:**

Town of Highland Beach - CU00398185  
3614 So. Ocean Blvd.  
Highland Beach,FL 33487

**Published Daily**

**Fort Lauderdale, Broward County, Florida**  
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**State Of Florida**  
**County Of Orange**

Before the undersigned authority personally appeared  
Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL,  
a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the  
attached copy of advertisement, being a Legal Notice in:

The matter of 11720-Notice of Public Meeting ,  
Was published in said newspaper by print in the issues of, and by publication on the  
newspaper’s website, if authorized on Jan 27, 2024  
Ordinance No. 2024-001  
Affiant further says that the newspaper complies with all legal requirements for  
publication in Chapter 50, Florida Statutes.

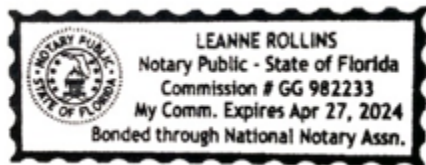


\_\_\_\_\_  
Signature of Affiant

Sworn to and subscribed before me this: January 28, 2024.



\_\_\_\_\_  
Signature of Notary Public



\_\_\_\_\_  
Name of Notary, Typed, Printed, or Stamped  
Personally Known (X) or Produced Identification ( )

**Affidavit Delivery Method:** E-Mail  
**Affidavit Email Address:** lgaskins@highlandbeach.us  
7567733

**TOWN OF HIGHLAND BEACH  
NOTICE OF PUBLIC HEARING**

YOU ARE HEREBY NOTIFIED that the Town Commission of the Town of Highland Beach will conduct a Public Hearing on Tuesday, February 6, 2024 at 1:30 PM in the Community Room of the Town Library located at 3618 South Ocean Boulevard, Highland Beach, Florida to consider the following:

ORDINANCE NO. 2024-001

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AMENDING SECTION 4-8 "LIGHTING RESTRICTIONS FOR PROTECTION OF SEA TURTLES" OF CHAPTER 4, "ANIMALS," AND SECTION 30-85 "COASTAL LIGHTING" OF CHAPTER 30, "ZONING," OF THE TOWN CODE OF ORDINANCES TO INCORPORATE LIGHTING REGULATIONS FOR NEW AND EXISTING COASTAL STRUCTURES IN ORDER TO MINIMIZE THE EFFECT OF ARTIFICIAL LIGHT ON SEA TURTLE POPULATIONS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY AND CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

A copy of the ordinance will be available for inspection in the Town Clerk's Office, Monday through Friday, during normal business hours 8:30 A.M. to 4:30 P.M. and on the Town's webpage at <https://highlandbeach-fl.municodemeetings.com/> no later than Friday, February 2, 2024.

Any person that 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 of the proceeding is made, which includes the testimony and evidence upon which the appeal is based. The Town of Highland Beach does not provide such a record.

In accordance with the Americans with Disabilities Act, persons who need special accommodation to attend or participate in this meeting should contact the Town Clerk's Office at (561) 278-4548 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770 or 1-800-955-8771.

For additional information, please contact the Town Planner at (561) 278-4540.  
Lanelda Gaskins, MMC  
Town Clerk  
1/27/24 7567733



**File Attachments for Item:**

A. Approve and authorize the Town Staff to purchase Zoll EKG monitors for \$147,193.75 according to the Sinavvik Contract, (Contract No. PSAI 2921-06) for the Fire Rescue Department.



# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

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**MEETING TYPE:** Town Commission Meeting  
**MEETING DATE** 02/06/2024  
**SUBMITTED BY:** Fire Rescue Department  
**SUBJECT:** Piggyback Procurement – Zoll EKG Monitor

---

## **SUMMARY:**

The Zoll X Series EKG Monitor is the latest advancement in prehospital emergency medical care. This monitor is compact, lightweight, and features a high-contrast color display that can simultaneously display up to four waveforms. Equipped with the best-in-class parameters, including Masimo rainbow sensors for oxygen saturation, carbon monoxide levels, end-tidal carbon dioxide monitoring, and a Welch Allyn non-invasive blood pressure monitoring system. The Zoll system is designed to improve patient survivability by allowing real-time 12-lead EKG monitoring, intuitive data transmission capabilities, and a clear and intuitive user interface.

This technology aligns with the fire department's commitment to ensuring the highest level of pre-hospital emergency care for all residents and visitors in the Town. The Commission's approval will provide three additional Zoll X Series – one for each unit to minimize delays when responding to simultaneous medical incidents.

Zoll Medical Corporation provided a quote to supply the Zoll EKG Monitors through Savvik Contract, Contract No. PSAI 2021-06.

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## **FISCAL IMPACT:**

\$147,193.75 budgeted in account 001-522.000-564.000 (Machinery and Equipment)

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## **ATTACHMENTS:**

Quote for Zoll EKG Monitor  
Savvik Contract, Contract No. PSAI 2021-06.

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## **RECOMMENDATION:**

Approve and authorize the purchase of the Zoll EKG Monitor in accordance with Savvik Contract, Contract No. PSAI 2021-06.







**ZOLL Medical Corporation**

269 Mill Road  
 Chelmsford, MA 01824-4105  
 Federal ID# 04-2711626

Phone: (800) 348-9011  
 Fax: (978) 421-0015  
 Email: esales@zoll.com

Quote No: Q-57507 Version: 1

Town of Highland Beach Fire Rescue  
 3614 S. Ocean Boulevard  
 Highland Beach, FL 33404

Quote No: Q-57507  
 Version: 1

ZOLL Customer No: 317727

Issued Date: January 25, 2024  
 Expiration Date: March 31, 2024

Tom McCarthy  
 tmac105@att.net

Terms: NET 30 DAYS

FOB: Destination  
 Freight: Prepay & Add

Prepared by: Diego Mauri  
 EMS Territory Manager  
 dmauri@zoll.com  
 +1 4048868079

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1	1343184	601-2231011-01	<p><b>X Series Monitor/Defibrillator - 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, EtCO2, CPR Expansion Pack</b></p> <p>Includes: 4 trace tri-mode display monitor/ defibrillator/ printer, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5in ( 16.5cm) diagonal screen.            Accessories Included: MFC cable and CPR connector, A/C power cord, One (1) roll printer paper, 6.6 Ah Li-ion battery, Carry case, Operator Manual, Quick Reference Guide, and One (1)-year EMS warranty.</p> <p>Parameter Details: Real CPR Help - Dashboard display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru ® CPR artifact filtering • Interpretative 12-Lead ECG (Full 12 ECG lead view with both dynamic and static 12-lead mode display. 12-Lead OneStep ECG cable - includes 4-Lead limb lead cable and removable precordial 6-Lead set) • ZOLL Noninvasive Pacing Technology • Welch Allyn NIBP with Smartcuff. 10 foot Dual Lumen hose and SureBP Reusable Adult Medium Cuff • Masimo SpO2 &amp; SpCO with Signal Extraction Technology (SET), Rainbow SET® • EtCO2 Oridion Microstream Technology. Microstream tubing set sold separately •</p>	3	\$48,744.00	\$39,970.08	\$119,910.24
2	1343184	8900-0400	<p><b>CPR Stat-padz HVP Multi-Function CPR Electrodes - 8 pair/case</b></p>	1	\$716.00	\$537.00	\$537.00



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Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
3	1343184	8300-000208	Microstream Advance Adult-Pediatric Intubated CO2 Filter Line, Short Term Use, Box of 25	1	\$303.00	\$225.50	\$225.50
4	1343184	8300-000200	Microstream Advance Adult Oral-Nasal CO2 Filter Line With O2 Tubing, Short Term Use, Box of 25	1	\$391.00	\$291.10	\$291.10
5	1343184	REUSE-12-2MQ	Welch Allyn REUSE-12-2MQ Cuff, Lg Adult, 2-Tube, Twist Lock connector	3	\$63.00	\$51.66	\$154.98
6	1343184	REUSE-09-2MQ	Welch Allyn REUSE-09-2MQ Cuff, Child, 2-Tube, Twist Lock connector	3	\$63.00	\$51.66	\$154.98
7	1343184	8000-001392	Masimo rainbow® RC-4 - 4FT, Reusable EMS Patient Cable	3	\$299.00	\$245.18	\$735.54
8	1343184	8000-000476	M-LNCS Pdtx-3 Pediatric SpO2 Adhesive Sensor, 3 ft. Single Patient Use 10-50kg (20 per box)	1	\$414.00	\$339.48	\$339.48
9	1343184	8000-000371	rainbow® DCI® SpO2/SpCO/SpMet Adult Reusable Sensor with connector (3 ft)	3	\$1,029.00	\$843.78	\$2,531.34
10	1343184	8000-0580-01	Six Hour Rechargeable, SurePower II Smart Battery	3	\$957.00	\$504.30	\$1,512.90
11	1343184	8000-000876-01	Paper, Thermal, w/Grid, BPA Free (Box of 6)	3	\$30.00	\$24.60	\$73.80
12	1343184	8900-0004	4 ECG electrodes/pouch (120 pouches / 480 electrodes)	1	\$123.00	\$100.86	\$100.86
13	1343184	8900-0006	6 ECG electrodes/pouch (100 pouches / 600 electrodes)	1	\$154.00	\$126.28	\$126.28



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Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
14		8778-89003-WF	<p><b>X Series - Worry-Free Service Plan - 3 Years At Time of Sale</b></p> <p>Includes: Annual preventive maintenance, 27% discount on new cables, 27% discount on additional SurePower II Batteries, discount on parameter upgrades, SurePower II Battery replacement upon failure, and accidental damage coverage (see comments). Shipping and use of a Service Loaner during repairs, no charge shipping. Extended warranty is a continuation of the EMS One Year Product Limited Warranty. • ACCIDENTAL DAMAGE COVERAGE: Includes one device outer housing replacement per year per device. This coverage excludes devices that are deemed beyond repair and/or catastrophic damage. Cosmetic damage that does not affect the integrity of the device would not require outer housing replacement. • BATTERY REPLACEMENT PROGRAM: Batteries must be maintained per ZOLL recommended maintenance program - Batteries are replaced upon failure, one for one, throughout the term of the ExpertCare Service contract, should the SurePower II battery or SurePower Charger display a fault - Batteries must be evaluated and confirmed of failure through ZOLL Technical Support and/or an on-site field service technician. - Up to three batteries per device will be covered for batteries acquired from ZOLL in last 24 months for batteries that fail during the Worry-Free service contract period. (When Service Contract purchased post-sale) - For batteries acquired from ZOLL over 24 months ago, one battery per device will be covered for batteries that fail during the Worry-Free service contract period. (When Service Contract purchased post-sale)</p>	3	\$5,695.00	\$5,125.50	\$15,376.50
15		8400-110045	<p><b>CaseReview Premium Subscription, X Series, 5 Year- Hosted</b></p> <p>Provides detailed post-case information, including CPR quality on compression depth, rate, pause time and release velocity, as well as ECG, shocks, EtCO2 and SpO2 vital signs.</p>	2	\$2,430.00	\$2,430.00	\$4,860.00
16	1343184	8900-0810-01	<p><b>Pedi-padz II Pediatric Multi-Function Electrodes</b></p> <p>Designed for use with the AED Plus. The AED recognizes when pedi?padz II are connected and automatically proceeds with a pediatric ECG and adjusts energy to pediatric levels. Twenty four (24) month shelf-life. One pair.</p>	3	\$117.00	\$87.75	\$263.25

Subtotal: \$147,193.75

**Total: \$147,193.75**



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Contract Reference	Description
1343184	Reflects Public Safety Association Inc contract pricing, agreement number PSAI 2021-06. Notwithstanding anything to the contrary herein, the terms and conditions set forth in contract PSAI 2021-06, shall apply to the customer's purchase of the products set forth on this quote.

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <https://www.zoll.com/about-zoll/invoice-terms-and-conditions> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. Delivery will be made upon availability.
2. This Quote expires on March 31, 2024. Pricing is subject to change after this date.
3. Applicable tax, shipping & handling will be added at the time of invoicing.
4. All purchase orders are subject to credit approval before being accepted by ZOLL.
5. To place an order, please forward the purchase order with a copy of this quotation to [esales@zoll.com](mailto:esales@zoll.com) or via fax to 978-421-0015.
6. All discounts from list price are contingent upon payment within the agreed upon terms.
7. Place your future accessory orders online by visiting the ZOLL Webstore.



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**Order Information (to be completed by the customer)**

- Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)
- Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

- Yes      PO Number: \_\_\_\_\_      PO Amount: \_\_\_\_\_  
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)
- No      (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

**Town of Highland Beach Fire Rescue**

Authorized Signature:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**ALS/BLS Software Solutions Master Application Service Provider Agreement**

**1. Orders.** ZOLL Medical Corporation (“ZOLL”) shall provide the ASP Services, Implementation Services and Support Services identified in any order or contract (“Order”) between ZOLL and another party (“Customer”) incorporating this Software Solutions Master Application Service Provider Agreement (together with each such Order, the “Agreement”). ASP Services are further defined in Section 3. Implementation Services are further defined in Section 4. Support Services are further defined in Section 5. The ASP Services, Implementation Services, and Support Services are each, and are collectively, “Services”. The terms and conditions set forth in this Agreement shall only apply to ALS/BLS Software Solutions products that are used with ZOLL Medical Corporation defibrillators. For the sake of clarity, these terms and conditions do not apply to any ZOLL patient care reporting software.

**2. Payment.** Customer shall pay fees to ZOLL for Services as provided in any Order and this Agreement (“Fees”). Unless otherwise provided in the applicable Order, Customer will pay ZOLL all Fees due under this Agreement within thirty (30) days after the date of ZOLL’s invoice. The first invoice will be sent after the Deployment Effective Date. “Deployment Date” means the date upon which the deployment of the ASP Services is complete and it is able to function as described in the warranty set forth in this Agreement, regardless of whether Customer actually uses such ASP Services. “Deployment Effective Date” means the earlier of (a) the Deployment Date or (b) 90 days from the date after ZOLL’s shipment of defibrillators that are included on the Order (the “Latest Deployment Date”), unless a delay in the Deployment Date has been caused by ZOLL, in which case the Deployment Effective Date shall be postponed by a number of days equal to the delay that ZOLL has caused. Fees are non-refundable other than as expressly set forth herein. Amounts not paid when due will accrue interest at the rate of 1.5% per month, or the maximum allowed by law, whichever is less. Customer shall pay all expenses (including reasonable attorney’s fees) incurred by ZOLL in connection with collection of late payments. Any amounts not paid by Customer when due may result in the forfeiture by Customer, in ZOLL’s sole discretion, of any discounts previously offered by ZOLL. In addition, ZOLL may cease providing any or all of the Services if any invoice is not paid in a timely manner, in which event ZOLL will not be liable to Customer for any damages caused by such cessation. Payment terms are subject to ZOLL’s credit approval. Fees exclude all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges (“Taxes”).

**3. ASP Services.** “ASP Services” means the hosting and maintenance of ZOLL software, as modified, updated, and enhanced (the “Underlying Software”), for remote electronic access and use by Registered Users on the website with a unique URL to be provided by ZOLL to Customer (the “ZOLL Site”) in substantial conformity with the instructions for use, documentation and users manuals from time-to-time provided by ZOLL (the “Documentation”), as listed in any Order, on and after the Implementation Date (defined below) for such services and before that Order has expired or been terminated in accordance with the Agreement. Customer acknowledges that the ASP Services are only compatible with ZOLL equipment that has been enabled and configured for use with the ASP Services in accordance with the Documentation and only with the browser and other technical environment that supports the use of the ASP Services in accordance with the Documentation.

**3.1. Provision of ASP Services.** Subject to the terms and conditions of the Agreement, ZOLL will use commercially reasonable efforts to make the ASP Services available to Customer and Customer’s employees, directors, principals, partners, consultants and agents authorized to use ASP Services on behalf of Customer and registered through the ZOLL Site for such use (“Registered Users”) through the ZOLL Site over normal network connections in accordance with the Documentation, excepting downtime due to necessary maintenance and troubleshooting. Customer, not ZOLL, shall be responsible for controlling Registered Users and protection of confidentiality of its login identifications and passwords. Customer acknowledges that (i) it is responsible for maintaining its interface and connectivity to the ASP Services and (ii) any facilities used for provision of the ASP Services may be owned or operated by ZOLL, or a ZOLL affiliate or a third party, or any combination of such facilities, as determined by ZOLL. Customer acknowledges that ZOLL may modify and upgrade the ASP Services, on an ongoing basis, to improve or adapt the ASP Services. Without limiting the foregoing, ZOLL will have the right, in its sole discretion, to develop, provide and market new, upgraded or modified ASP Services to Customer, including adding, removing or modifying the functionality or features of the ASP Services accessible by Registered Users. ZOLL will use commercially reasonable efforts to notify Customer within a reasonable period of time prior to the implementation of such changes so that Customer is reasonably informed of alterations to the ASP Services that will affect the ASP Services and Customer’s use of them. Notwithstanding anything to the contrary in the Agreement, ZOLL may cease providing any ASP Services upon at least six months advance notice to Customer.

**3.2. Access Software.** Subject to the terms and conditions of this Agreement, ZOLL grants to Customer, during the Term, a non-exclusive, non-transferable, non-sublicensable license for Registered Users to access and use the ASP Services using the ZOLL software that Registered Users may download at the ZOLL Site to access the ASP Services, as modified, updated and enhanced (the “Access Software”), each as made available to Customer through the ZOLL Site, solely for Customer’s internal business purposes and solely in accordance with the Documentation. Access Software and Underlying Software are, collectively, the “Software”.

**3.3. Restrictions.** Customer shall not, and shall not permit any third party to: (a) use, reproduce, modify, adapt, alter, translate or create derivative works from the ASP Services, Software or Documentation; (b) merge the ASP Services, Software or Documentation with other software or services; (c) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer or allow access to the ASP Services, Software or the Documentation to any third party; (d) reverse engineer, decompile, disassemble, or otherwise attempt to alter or derive the Source Code for the ASP Services or Software; (e) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in the ASP Services, Software or Documentation; or (f) otherwise use or copy the ASP Services, Software or Documentation in any manner not expressly permitted by the Agreement. Customer agrees not to use the ASP Services in excess of its authorized login protocols. Customer shall immediately notify ZOLL of any unauthorized use of Customer’s login ID, password or account or other breach of security. If Customer becomes aware of any actual or threatened activity contemplated by the restrictions on use set forth in this section, Customer will, and will cause Registered Users to, immediately take all reasonable measures necessary to stop the activity or threatened activity and to mitigate the effect of such activity including: (i) discontinuing and limiting any improper access to any data; (ii) preventing any use and disclosure of improperly obtained data; (iii) destroying any copies of improperly obtained data that may have been made on their systems; (iv) otherwise attempting to mitigate any harm from such events; and (v) immediately notifying ZOLL of any such event so that ZOLL may also attempt to remedy the problem and prevent its future occurrence.

**3.4. Service Level Agreement.**

**3.4.1. Downtime.** “Downtime”, expressed in minutes, is any time the ASP Services are not accessible to Registered Users.

**3.4.2. Planned Downtime.** “Planned Downtime” is Downtime during which ASP Services may not be available in order for ZOLL to continue to provide commercially reasonable services, features and performance to its customers. Planned Downtime includes, but is not limited to: (a) Standard Maintenance; and (b) Emergency Maintenance. “Standard Maintenance” is performed when upgrades or system updates are desirable. “Emergency Maintenance” is performed when a critical system update must be applied quickly to avoid significant Downtime. Standard Maintenance may be performed weekly on Monday and Wednesday between the hours of 7 p.m. to 11 p.m. in Broomfield, Colorado. ZOLL will provide Customer with notice at least 24 hours in advance of Standard Maintenance.



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**3.4.3. Excused Downtime.** "Excused Downtime" time is Downtime caused by: (a) services, software or hardware provided by anyone or any entity other than ZOLL, (b) software, services or systems operating outside of a ZOLL Site, including any software or systems operating on a Customer's premises (including ZOLL software); (c) a Force Majeure Event or (d) Customer's failure to comply with its obligations under the Agreement or use of the ASP Services in ways that were not intended.

**3.4.4. Unplanned Downtime.** Unplanned Downtime in a calendar month is expressed as a percentage calculated as follows:

$$\frac{(\text{Downtime} - (\text{Planned Downtime} + \text{Excused Downtime}))}{\text{Total number of minutes in the calendar month}} \times 100 = x \%, \text{ where "x" is Unplanned Downtime.}$$

**3.4.5. Unplanned Downtime Goal.** ZOLL shall provide the ASP Services such that there is less than 1% of Unplanned Downtime in a calendar month (the "Unplanned Downtime Goal"). The ASP Services covered by the Unplanned Downtime Goal are those for which Customer has paid all Fees when due and is using in the course of carrying out its normal business operations in accordance with the Agreement.

**3.4.6. Revocation of Administrative Rights.** Notwithstanding anything to the contrary in the Agreement, ZOLL may revoke administrative rights, including database access rights, if the use of any such rights results in Downtime.

**3.4.7. Customer Content; Security; Backup.**

**3.4.7.1. Customer Content.** As between ZOLL and Customer, and without limiting the rights of any patient, Customer will retain all right, title and interest in and to all data, information or other content provided by Customer in its use of the ASP Services ("Customer Content"); *provided, however*, that ZOLL may de-identify and use Customer Content for any lawful purpose consistent with all applicable law.

**3.4.7.2. Security.** Subject to Customer's obligations under this Agreement, ZOLL will implement commercially reasonable security measures within the ASP Services in an attempt to prevent unlawful access to Customer Content by third parties. Such measures may include, where appropriate, use of updated firewalls, commercially available virus screening software, logon identification and passwords, encryption, intrusion detection systems, logging of incidents, periodic reporting, and prompt application of current security patches and virus definitions.

**3.4.7.3. Backup of Customer Content (Not Applicable to Remote View).** Although ZOLL will use commercially reasonable efforts to maintain the integrity of the Customer Content, to back up the Customer Content, and to provide full and ongoing access to the ASP Services, loss of access to the ASP Services and loss of Customer Content may occur. Customer will make provision for additional back-up storage of any critical Customer Content and shall be responsible for compliance with all records retention requirements applicable to Customer. ZOLL will not be responsible for any loss, corruption of or inaccessibility of the Customer Content due to interruption in the ASP Services or otherwise arising out of circumstances not within ZOLL's control.

**3.4.7.4. Availability of Customer Content (Not Applicable to Remote View).** It is Customer's responsibility to maintain any Customer Content that it requires for archival purposes, ongoing management of its operations and compliance with applicable records retention requirements. Unless specified otherwise in the Agreement, ZOLL will store Customer Content, other than Inactive Customer Content as defined below (the "Active Customer Content"), in ZOLL's working data set until the earlier of (i) five years (calculated from the date of creation of such Customer Content, or ZOLL's receipt of such Customer Content, whichever is later) or (ii) the expiration or termination of this Agreement or the Order under which such Active Customer Content was stored (the "Active Retention Period"). Upon the expiration of the Active Retention Period, ZOLL will notify Customer in writing and will provide Customer the option, which Customer shall exercise by informing ZOLL in writing, within 30 days of receiving the notice, that either (a) Customer wishes to receive Active Customer Content in a database determined by ZOLL in its sole and absolute discretion (a "Database"), or (b) Customer will pay ZOLL, at ZOLL's then-current storage rates and upon ZOLL's then-current terms and conditions, to continue to store the Active Customer Content. If Customer fails to exercise one of the foregoing options within such 30-day period, ZOLL will have the right to destroy the Active Customer Content. During the time ZOLL stores Customer Content for Customer hereunder, ZOLL may periodically identify Customer Content that has had no activity associated with it for at least 180 days ("Inactive Customer Content") and will notify Customer in writing of its intent to remove the Inactive Customer Content from ZOLL's working data set and destroy such data, unless Customer requests, in writing, within 30 days of receiving the notice from ZOLL, that either (z) Customer wishes to receive the Inactive Customer Content in a Database, or (y) Customer will pay ZOLL, at ZOLL's then-current storage rates and upon ZOLL's then-current terms and conditions, to continue to store such Inactive Customer Content. If Customer fails to exercise one of the foregoing options within such 30-day period, ZOLL will have the right to destroy the applicable Inactive Customer Content in its possession or under its control. Except for this Section 3.4.7.4, the terms of Section 3.4 (including, without limitation, the Unplanned Downtime Goal) do not apply to Customer's access of Inactive Customer Content. Customer represents, warrants and agrees that it (A) is solely responsible for determining the retention period applicable to it with respect to Customer Content maintained by ZOLL; (B) has consulted with or has had the opportunity to consult with legal, information governance or records management professionals; and (C) is not relying upon ZOLL to assist with determining the records maintenance or retention requirements applicable to it.

**3.4.8. Remedies.** A "Service Credit" means a percentage of the monthly Fee to be credited to Customer (subject to Customer's written request therefor and ZOLL's verification thereof) for any ASP Service for which the Unplanned Downtime Goal is exceeded in a calendar month. For any calendar month where the aggregate total of Unplanned Downtime for any ASP Service exceeds one percent ZOLL will provide a 10% Service Credit towards Customer's monthly Fee for such ASP Service that was affected; *provided, that* Customer (i) requests such Service Credit in writing within 30 days of the end of the calendar month in which such Unplanned Downtime occurred, (ii) includes in such request the nature of, and date and time of such Unplanned Downtime and (iii) such Unplanned Downtime is verified by ZOLL. Such Service Credit will be applied to a future month's invoice for such ASP Services, which typically is two months later. Failure to submit a written request for Service Credit as provided in this Section 3.4.8 shall constitute a waiver of such Service Credit by Customer. Further, Service Credits shall not be issued if Customer is not current on all Fees due and payable. The remedy set forth in this Section 3.4.8 shall be the Customers' sole and exclusive remedy with respect to ZOLL exceeding the Unplanned Downtime Goal.

**3.4.9. Modifications.** Changes to this Section 3.4 may be made from time to time at ZOLL's sole discretion. Customer will be notified of any such changes that are material.

**4. Implementation Services.** ZOLL shall provide ASP Services implementation, training and any related services identified in an Order (the "Implementation Services"). Customer shall, in a timely manner and at its own expense, cooperate and provide or make available to ZOLL access to the Customer's premises, systems, telephone, terminals and facsimile machines and all relevant information, documentation and staff reasonably required by ZOLL to enable ZOLL to perform the Implementation Services. Customer acknowledges that any time frames or dates for completion of the Implementation Services set out in an Order are estimates only and





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the ability to meet them is influenced by a range of factors including, without limitation, response times and level of cooperation of Customer. Any obligations as to time are therefore on a “reasonable efforts” basis only and ZOLL shall not be liable for failure to meet time frames or completion dates unless solely due to ZOLL’s negligence.

**5. Support Services.** ZOLL shall provide the following Support Services for ASP Services without any additional Fees, except that ZOLL will have no obligation to provide such Support Services if any Fees for ASP Services are past due.

**5.1. Support.**

**5.1.1. Emergency Support.** ZOLL shall provide telephone support to Customer for 24 hours a day, 7 days a week, to address Errors that prevent Customer from using Supported ASP Services for a purpose for which Customer has an immediate and material need. “**Supported ASP Services**” means the ASP Services for which Customer has paid the then-current Fees. “**Supported Environment**” means a browser and other technical environment that supports the use of the ASP Services in accordance with the Documentation. “**Error**” means a reproducible defect in the Supported ASP Services when operated in accordance with the Documentation in a Supported Environment that causes the Supported ASP Services not to operate substantially in accordance with such Documentation.

**5.1.2. Technical Support.** ZOLL shall provide telephone support to Customer during 6 a.m. to 6 p.m. Eastern Time, Monday to Friday, excluding ZOLL holidays (“**Business Hours**”) to address all other Errors relating to any Supported ASP Services. Such telephone support will include (i) clarification of functions and features of the Supported ASP Services; (ii) clarification of the Documentation; (iii) guidance in operation of the Supported ASP Services; (iv) assistance in identifying and verifying the causes of suspected Errors in the Supported ASP Services; and (v) advice on bypassing identified Errors in the Supported ASP Services, if reasonably possible. Responses to such reporting shall be provided at a minimum within twenty-four (24) hours during Business Hours.

**5.1.3. Resolution.** ZOLL shall use commercially reasonable efforts to provide a modification or workaround to Supported ASP Services that resolves an Error in all material respects (“**Resolution**”).

**5.1.4. Expenses.** Support Services provided hereunder shall be provided from Chelmsford, Massachusetts or Broomfield, Colorado, as determined in ZOLL’s sole discretion. Should Customer request that ZOLL send personnel to Customer’s location to resolve any Error in the Supported ASP Services, ZOLL may charge Customer a fee of \$2,500 for each day ZOLL personnel is at Customer’s location.

**5.1.5. Exceptions.** ZOLL shall have no responsibility under this Agreement to fix any Errors arising out of or related to the following causes: (a) Customer’s modification or combination of the Access Software (in whole or in part), (b) use of the Supported ASP Services in an environment other than a Supported Environment; or (c) accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of media not furnished by ZOLL; excessive heating; fire and smoke damage; operation of the Supported ASP Services with other media and hardware, software or telecommunication interfaces; or causes other than ordinary use. Any corrections performed by ZOLL for such Errors shall be made, in ZOLL’s reasonable discretion, at ZOLL’s then-current time and material charges. ZOLL will provide the Support Services only for the most current release and the one immediately preceding major release of any Access Software. Notwithstanding anything to the contrary in the Agreement, (i) ZOLL may cease providing Support Services for any ASP Services upon at least six (6) months advance notice to Customer of such cessation and (ii) Support Services do not cover Third Party Products or Services (defined below).

**5.2. Conditions and Limitations.** Customer shall provide ZOLL with access to Customer’s personnel and its equipment. This access must include the ability to remotely access the equipment on which the Supported ASP Services are operating and to obtain the same access to the equipment as those of Customer’s employees having the highest privilege or clearance level. ZOLL will inform Customer of the specifications of the remote access methods available and associated software needed, and Customer will be responsible for the costs and use of said equipment. Fees for third party software and services are set by the owner of such software.

**6. Warranties.**

**6.1. Implementation Services and Support Services.** Subject to Customer’s payment of the Fees, ZOLL warrants that any Implementation Services or Support Services provided to Customer will be performed with due care in a professional and workmanlike manner. ZOLL shall, as its sole obligation and Customer’s sole and exclusive remedy for any breach of the warranty set forth in this [Section 6.1](#), perform again the Implementation Services or Support Services that gave rise to the breach or, in the case of Implementation Services, at ZOLL’s option, refund the Fees for such Implementation Services paid by Customer for the Implementation Services which gave rise to the breach. The availability of any remedy for a breach of the warranty set forth in this [Section 6.1](#) is conditioned upon Customer notifying ZOLL in writing of such breach within thirty (30) days following performance of the defective Implementation Services or Support Services, specifying the breach in reasonable detail.

**6.2. ASP Services and Access Software.** Subject to Customer’s payment of the Fees, ZOLL represents and warrants with respect to any ASP Services that (i) ZOLL has the right to license the Access Software and Documentation and make the ASP Services available to Customer pursuant to this Agreement and (ii) the ASP Services, when used as permitted and in accordance with the Documentation, will materially conform to the Documentation. ZOLL does not warrant that Customer’s use of the ASP Services will be error free or uninterrupted. Customer will notify ZOLL in writing of any breach of this warranty with respect to any ASP Services prior to the expiration or termination of the Order for such ASP Services. If ZOLL is unable to provide a correction or work-around pursuant to the terms governing the provision of the ASP Services after using commercially reasonable efforts, ZOLL may terminate such Order upon written notice to Customer. Any such correction or work-around shall not extend the term of such Order. This [Section 6.2](#) sets forth Customer’s exclusive remedy, and ZOLL’s entire liability, for breach of the warranty for the ASP Services contained herein.

**6.3. Warranty Disclaimers.** The warranties for the Software and Services are solely and expressly as set forth in [Section 6.1](#) and [Section 6.2](#) and are expressly qualified, in their entirety, by this [Section 6.3](#). EXCEPT AS EXPRESSLY SET FORTH IN [SECTION 6.1](#) AND [SECTION 6.2](#), (A) THE SOFTWARE AND SERVICES ARE PROVIDED STRICTLY “AS IS”, WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, WRITTEN OR ORAL; (B) ZOLL DOES NOT PROMISE THAT THE SOFTWARE OR SERVICES WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE OR THAT THEY ARE SUITABLE FOR THE PARTICULAR NEEDS OF CUSTOMER, REGISTERED USERS OR ANY THIRD PARTY; AND (C) ZOLL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE OR USAGE IN TRADE. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT, AND THAT NO WARRANTIES ARE MADE BY ANY OF ZOLL’S LICENSORS OR SUPPLIERS WITH RESPECT TO THIRD PARTY PRODUCTS OR SERVICES. Customer acknowledges and agrees that, in entering into this Agreement, it has not relied upon the future availability of any new or enhanced feature or functionality, or any new or enhanced product or service, including, without limitation, updates or upgrades to ZOLL’s existing products and services. ZOLL’s performance obligations hereunder are limited to those expressly enumerated herein, and payment for ZOLL’s performance obligations shall be due as described herein.

**7. Confidentiality.** Neither party will use any trade secrets, information, or other material, tangible or intangible, that relates to the business or technology of the other party and is marked or identified as confidential or is disclosed in circumstances that would lead a reasonable person to believe such information is confidential



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(“**Confidential Information**”) for any purpose not expressly permitted by this Agreement, and will further disclose the Confidential Information of the party disclosing it (“**Disclosing Party**”) only to the employees or contractors of the party receiving it (“**Receiving Party**”) who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party’s duty hereunder. The Receiving Party will protect the Disclosing Party’s Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. The ASP Services, Software and Documentation shall be ZOLL’s Confidential Information (including without limitation any routines, subroutines, directories, tools, programs, or any other technology included in the Software), notwithstanding any failure to mark or identify it as such. The Receiving Party’s obligations under this Section 7 with respect to any Confidential Information of the Disclosing Party will terminate when and to the extent the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, Confidential Information. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (ii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such disclosure in writing prior to making such disclosure and cooperates with the Disclosing Party, at the Disclosing Party’s reasonable request and expense, in any lawful action to contest or limit the scope of such disclosure.

**8. Indemnification.**

**8.1. By ZOLL.** ZOLL will defend, at its own expense, any action against Customer or its or any of its agents, officers, director, or employees (“**Customer Parties**”) brought by a third party alleging that any Software or Services infringe any U.S. patents or any copyrights or misappropriate any trade secrets of a third party, and ZOLL will pay those costs and damages finally awarded against the Customer Parties in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Customer: (a) notifying ZOLL promptly in writing of such claim or action; (b) giving ZOLL sole control of the defense thereof and any related settlement negotiations; and (c) cooperating with ZOLL and, at ZOLL’s request and expense, assisting in such defense. If any of the Software or Services become, or in ZOLL’s opinion is likely to become, the subject of an infringement claim, ZOLL may, at its sole option and expense, either: (i) procure for Customer the right to continue using such Software or Services; (ii) modify or replace such Software or Services with substantially similar software or services so that such Software or Services becomes non-infringing; or (iii) terminate this Agreement, in whole or in part. Notwithstanding the foregoing, ZOLL will have no obligation under this Section 8.1 or otherwise with respect to any infringement claim based upon: (1) use of any of the Software or Services not in accordance with this Agreement; (2) any use of any Software or Services in combination with products equipment, software, services or data not supplied by ZOLL if such infringement would have been avoided but for the combination with other products, equipment, software, services or data; (3) the failure of Customer to implement any replacements, corrections or modifications made available by ZOLL for any Software or Services including, but not limited to, any use of any release of the Software other than the most current release made commercially available by ZOLL; (4) any Customer Content; or (5) any modification of any Software or Services or use thereof by any person other than ZOLL or its authorized agents or subcontractors. This Section 8 states ZOLL’s entire liability and the exclusive remedy for any claims of infringement.

**8.2. By Customer.** Customer shall indemnify, defend and hold ZOLL and its agents, officers, directors and employees (the “**ZOLL Parties**”) harmless from and against any and all liabilities, losses, expenses, damages and claims (collectively, “**Claims**”) that arise out of the following except to the extent the Claims are due to the gross negligence, intentional misconduct or breach of this Agreement by the ZOLL Parties: (i) information provided to any of the ZOLL Parties by any of the Customer Parties; (ii) any of the Customer Parties’ use or misuse of any of the Software or Services, including without limitation in combination with Customer’s software or services or third party software or services; (iii) any modifications made by any of the Customer Parties to any of the Software or Services; (iv) infringement by any of the Customer Parties of any third party intellectual property right; (v) Taxes (other than taxes based on ZOLL’s net income) and any related penalties and interest, arising from the payment of the Fees or the delivery of the Software and Services to Customer; and (ix) any violation of laws or regulations, including without limitation applicable export and import control laws and regulations in the use of any of the Software or Services, by any of the Customer Parties.

**9. Limitation of Liability.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL ZOLL OR ITS AFFILIATES, SUBCONTRACTORS OR SUPPLIERS, OR ANY OF THEIR OFFICERS OR DIRECTORS, BE LIABLE, EVEN IF ADVISED OF THE POSSIBILITY, FOR: (i) SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), (ii) LOSS OF PROFIT, DATA, BUSINESS OR GOODWILL, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR (iii) ANY LOSSES, COSTS OR DAMAGES ASSOCIATED WITH CUSTOMER’S PRODUCTS OR OTHER ELEMENTS INCORPORATED OR USED THEREWITH WHICH WERE NOT PROVIDED BY ZOLL OR WITH RESPECT TO ANY MODIFICATIONS MADE TO THE SOFTWARE OR SERVICES OR MISUSE OF THE SOFTWARE OR SERVICES. ZOLL’S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT PAID TO ZOLL BY CUSTOMER FOR THE SOFTWARE AND SERVICES PROVIDED UNDER THIS AGREEMENT DURING THE 12-MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. Customer acknowledges that these limitations reflect the allocation of risk set forth in this Agreement and that ZOLL would not enter into this Agreement without these limitations on its liability. Customer agrees that these limitations shall apply notwithstanding any failure of essential purpose of any limited remedy. The remedies in this Agreement are Customer’s sole and exclusive remedies. In addition, ZOLL disclaims all liability of any kind of ZOLL’s licensors and suppliers, for third party products or services, and for the actions or omissions of Customer’s representatives.

**10. Ownership.** All right, title and interest, including but not limited to all existing or future copyrights, trademarks, service marks, trade secrets, patents, patent applications, know how, moral rights, contract rights, and proprietary rights, and all registrations, applications, renewals, extensions, and combinations of the foregoing, in and to the following are the exclusive property of ZOLL (or, as the case may be, its subsidiaries, licensors and suppliers): (i) ASP Services, Software, Documentation, and all proprietary technology used by ZOLL to perform its obligations under this Agreement; (ii) all software, tools, routines, programs, designs, technology, ideas, know-how, processes, techniques and inventions that ZOLL makes, develops, conceives or reduces to practice, whether alone or jointly with others, in the course of performing the Services; (iii) the fully compiled version of any of the foregoing software programs that can be executed by a computer and used without further compilation (the “**Executable Code**”); (iv) the human readable version of any of the foregoing software programs that can be compiled into Executable Code (the “**Source Code**”); and (v) all enhancements, modifications, improvements and derivative works of each and any of the foregoing (the “**ZOLL Property**”). If any derivative work is created by Customer from the Software or Services, ZOLL shall own all right, title and interest in and to such derivative work. Any rights not expressly granted to Customer hereunder are reserved by ZOLL (or its licensors and suppliers, as the case may be).

**11. Term and Termination.**



**11.1. Term.** The term of this Agreement (“**Term**”) begins on the effective date of the first Order incorporating this Agreement and continues until it is terminated. The term of each Order begins on the effective date of such Order and continues until it expires or is terminated; *provided, however*, that such term (and any extension thereof) shall automatically renew for an equivalent period at ZOLL’s then current list pricing unless either party notifies the other party in writing of an intent to not renew such term at least ninety (90) days prior to the expiration of such term. “**Implementation Date**” for any ASP Services means the earlier of (a) the date upon which the activation of such ASP Services is complete and such ASP Services are able to function as described in the warranty for such ASP Services, regardless of whether Customer uses such ASP Services or (b) one hundred eighty (180) days following the shipment of the monitor/defibrillators in connection with which such ASP Services are to be used, unless a delay in the activation of such ASP Services is caused by ZOLL, in which case the Implementation Date shall be postponed by a number of days equal to the delay that ZOLL has caused; or (c) if Customer does not use Implementation Services to activate such ASP Services, the date of the Order for such ASP Services.

**11.2. Termination.** Either party may terminate this Agreement or any Order without cause on thirty (30) days’ prior written notice to the other party. Either party may terminate this Agreement or any Order if the other party materially defaults in the performance of any of its obligations hereunder and fails to cure such default within twenty (20) days after written notice from the non-defaulting party.

**11.3. Effects of Termination.** Upon expiration or termination of this Agreement or any Order for any reason: (a) all amounts, if any, owed to ZOLL under this Agreement or the Order that has expired or been terminated (the “**Expired or Terminated Document**”) before such termination or expiration will become immediately due and payable; (b) Customer’s right to access the ASP Services, and all licensed rights granted, in the Expired or Terminated Document will immediately terminate and cease to exist; and (c) Customer must (i) promptly discontinue all use of any ASP Services provided under the Expired or Terminated Document (ii) erase all copies of Access Software from Customer’s computers and the computers of its customers and return to ZOLL or destroy all copies of such Access Software and related Documentation on tangible media in Customer’s possession and (iii) return or destroy all copies of the Documentation in Customer’s possession or control; (d) each party shall promptly discontinue all use of the other party’s Confidential Information disclosed in connection with the Expired or Terminated Document and return to the other party or, at the other party’s option, destroy, all copies of any such Confidential Information in tangible or electronic form. Additionally, if any Order for ASP Services is terminated by ZOLL for a material default or by Customer without cause, then Customer immediately shall pay ZOLL an early termination fee equal to the amount of (x) the Fees for such ASP Services otherwise payable during the initial term of such Order had such Order not been terminated during such term minus (y) the sum of such Fees paid by Customer to ZOLL prior to the date of termination. Upon ZOLL’s request, Customer will provide a written certification (in a form acceptable to ZOLL), certifying as to Customer’s compliance with its post-termination obligations set forth in this [Section 11.3](#).

**12. General Provisions.**

**12.1. Compliance with Laws.** Customer shall comply with all applicable laws and regulations, and obtain required authorizations, concerning its use of the ASP Services, including without limitation if applicable all export and import control laws and regulations. Customer will not use any ASP Services for any purpose in violation of any applicable laws. ZOLL may suspend performance if Customer violated applicable laws or regulations.

**12.2. Audits and Inspections.** Upon written request from ZOLL, Customer shall furnish ZOLL with a certificate signed by an officer of Customer stating that the ASP Services are being used strictly in accordance with the terms and conditions of this Agreement. During the Term and for a period of six months following the termination or expiration of this Agreement, upon prior written notice, ZOLL will have the right, during normal business hours, to inspect, or have an independent audit firm inspect, Customer’s records relating to Customer’s use of the ASP Services to ensure it is in compliance with the terms of this Agreement. The costs of the audit will be paid by ZOLL, unless the audit reveals that Customer’s underpayment of Fees exceeds five percent. Customer will promptly pay to ZOLL any amounts shown by any such audit to be owing (which shall be calculated at ZOLL’s standard, non-discounted rates) plus interest as provided in [Section 2](#) above.

**12.3. Assignments.** Customer may not assign or transfer, by operation of law or otherwise (including in connection with a sale of substantially all assets or equity, merger or other change in control transaction), any of its rights under this Agreement or any Order to any third party without ZOLL’s prior written consent. Any attempted assignment or transfer in violation of the foregoing will be null and void. ZOLL shall have the right to assign this Agreement or any Order to any affiliate, or to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise, and to contract with any third party to provide part of any of the Software and Services, and to delegate performance of this Agreement or any Order to any of its subsidiaries.

**12.4. U.S. Government End Users.** If Customer is a branch or agency of the United States Government, the following provision applies. The Software and Documentation are composed of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and are (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202 1 (JUN 1995) and 227.7202 3 (JUN 1995).

**12.5. Notices.** All notices, consents, and approvals under this Agreement must be delivered in writing by electronic mail, courier, electronic facsimile, or certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth in the most recent Order (or to such other address or person as from time to time provided by such party in accordance with this [Section 12.5](#)), and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever occurs sooner.

**12.6. Governing Law and Venue; Waiver of Jury Trial.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Colorado without reference to its choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement shall be brought in a federal or state court in the State of Colorado, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

**12.7. Remedies.** Except as otherwise expressly provided in this Agreement, the parties’ rights and remedies under this Agreement are cumulative. Customer acknowledges that the Software and Services are built on valuable trade secrets and proprietary information of ZOLL, that any actual or threatened breach hereof will constitute immediate, irreparable harm to ZOLL for which monetary damages would be an inadequate remedy, and that ZOLL will be entitled to injunctive relief for such breach or threatened breach. Customer further agrees to waive and hereby waives any requirement for the security or the posting of any bond in connection with such remedies. Such remedies shall not be considered to be the exclusive remedies for any such breach or threatened breach, but shall be in addition to all other remedies available at law or equity to ZOLL.

**12.8. Waivers.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**12.9. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force



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and effect. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

**12.10. Independent Contractors.** The parties are entering into, and will perform, this Agreement as independent contractors. Nothing in this Agreement will be construed to make either party the agent of the other for any purpose whatsoever, to authorize either party to enter into any contract or assume any obligation on behalf of the other or to establish a partnership, franchise or joint venture between the parties.

**12.11. Third Parties.** Customer is solely responsible for, and none of the fees set forth herein shall be deemed to cover, any amounts owed to third parties in connection with the use of the ASP Services. If Customer engages a third-party provider (“**Third Party Provider**”) to deliver products or services, including without limitation software, integrated into or receiving data from or accessing the ASP Services (“**Third Party Products or Services**”), Customer represents, warrants and agrees that: (i) ZOLL shall have no liability, and makes no representation, with respect to such Third Party Products or Services; and (ii) the Third Party Provider shall not be an agent of ZOLL. To the extent the ASP Services or Software contains software owned by a third party for which ZOLL has a license agreement with a third party, the ASP Services and Software and all rights granted hereunder are expressly limited by and subject to any license agreements ZOLL may have for such software.

**12.12. Force Majeure.** Neither party shall be liable for damages for any delay or failure of performance hereunder (other than payment obligation) arising out of causes beyond such party’s reasonable control and without such party’s fault or negligence, including, but not limited to, failure of its suppliers to timely deliver acceptable parts or services, any act or omission of Customer that interferes with or impedes ZOLL’s performance hereunder, acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures (a “**Force Majeure Event**”).

**12.13. Entire Agreement; Amendment; No Third Party Beneficiaries; Survival.** This Agreement, which may be accepted by performance, constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral, except agreements at zollonline.com. Any other representation or agreement, whether written or oral, including but not limited to any purchase order issued by Customer, shall be wholly inapplicable to the Software and Services and shall not be binding in any way on ZOLL. This Agreement may not be amended or changed or any provision hereof waived except in writing signed by both parties. Any different or additional terms in any purchase order, confirmation or similar form issued or otherwise provided by Customer but not signed by an authorized representative of ZOLL shall have no force or effect. There are no third party beneficiaries of this Agreement. Those provisions of this Agreement that may be reasonably interpreted as surviving termination of this Agreement or the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue in full force and effect in accordance with their terms notwithstanding the termination hereof including, but not limited to, [Section 7](#) (Confidentiality), [Section 8](#) (Indemnification), [Section 9](#) (Limitation on Liability), [Section 10](#) (Ownership), [Section 11.3](#) (Effects of Termination) and [Section 12](#) (General Provisions). This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

**13. HIPAA.** This [Section 13](#) applies if and to the extent that ZOLL creates, receives, maintains or transmits, directly or indirectly, any protected health information of Customer (“**PHI**”) in the course of providing Software or Services to Customer. Capitalized terms used but not defined in this [Section 13](#) have the meanings assigned to them elsewhere in the Agreement or, if not defined therein, as defined in the Health Insurance Portability and Accountability Act of 1996 (P.L. 104 191), 42 U.S.C. Section 1320d, et seq., and regulations promulgated thereunder, as amended from time to time (such statute and regulations collectively referred to as “**HIPAA**”). “**Covered Entity**” as used herein means Customer. “**Business Associate**” as used herein means ZOLL. The purpose of this [Section 13](#) is to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing PHI and business associates under HIPAA.

**13.1. Applicability.** This [Section 13](#) applies if and to the extent that Business Associate creates, receives, maintains or transmits, directly or indirectly, any PHI in the course of providing Software or Services to Covered Entity.

**13.2. Compliance and Agents.** Business Associate agrees that, to the extent it has access to PHI, Business Associate will fully comply with the requirements of this [Section 13](#) with respect to such PHI. Business Associate will ensure that every agent, including a subcontractor, of Business Associate to whom it provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity will comply with the same restrictions and conditions as set forth herein.

**13.3. Use and Disclosure; Rights.** Business Associate agrees that it shall not use or disclose PHI except as permitted under this Agreement, and in compliance with each applicable requirement of 45 CFR Section 164.504(e). Business Associate may use or disclose the PHI received or created by it, (a) to perform its obligations under this Agreement, (b) to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, or (c) to provide data aggregation functions to Covered Entity as permitted by HIPAA. Further, Business Associate may use the PHI received by it in its capacity as Business Associate, if necessary, to properly manage and administer its business or to carry out its legal responsibilities. Business Associate may disclose the PHI received by it in its capacity as Business Associate to properly manage and administer its business or to carry out its legal responsibilities if: (a) the disclosure is required by law, or (b) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it is disclosed to the person and the person notifies Business Associate of any instances of which it is aware that the confidentiality of the information has been breached. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

**13.4. Safeguards.** Business Associate agrees to develop, document, use, and keep current appropriate procedural, physical, and electronic safeguards, as required in 45 C.F.R. §§164.308 - 164.312, sufficient to prevent any use or disclosure of electronic PHI other than as permitted or required by this Agreement.

**13.5. Minimum Necessary.** Business Associate will limit any use, disclosure, or request for use or disclosure to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request.

**13.6. Report of Improper Use or Disclosure.** Business Associate shall report to Covered Entity any information of which it becomes aware concerning any use or disclosure of PHI that is not permitted by this Agreement and any security incident of which it becomes aware. Business Associate will, following the discovery of a breach of “**unsecured protected health information**,” as defined in 45 C.F.R. § 164.402, notify Covered Entity of such breach within 15 days. The notice shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such breach. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement.

**13.7. Individual Access.** In accordance with an individual’s right to access to his or her own PHI in a designated record set under 45 CFR §164.524 and the individual’s right to copy or amend such records under 45 CFR §164.524 and §164.526, Business Associate shall make available all PHI in a designated record set to Covered Entity to enable the Covered Entity to provide access to the individual to whom that information pertains or such individual’s representative.



**ZOLL Medical Corporation**

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**13.8. Amendment of and Access to PHI.** Business Associate shall make available for amendment PHI in a designated record set and shall incorporate any amendments to PHI in a designated record set in accordance with 45 CFR §164.526 and in accordance with any process mutually agreed to by the parties.

**13.9. Accounting.** Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to an individual’s request for an accounting of disclosures of their PHI in accordance with 45 CFR §164.528. Business Associate agrees to make available to Covered Entity the information needed to enable Covered Entity to provide the individual with an accounting of disclosures as set forth in 45 CFR §164.528.

**13.10. DHHS Access to Books, Records, and Other Information.** Business Associate shall make available to the U.S. Department of Health and Human Services (“DHHS”), its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity for purposes of determining the Covered Entity’s compliance with HIPAA.

**13.11. Individual Authorizations; Restrictions.** Covered Entity will notify Business Associate of any limitation in its notice of privacy practices, any restriction to the use or disclosure of PHI that Covered Entity has agreed to with an individual and of any changes in or revocation of an authorization or other permission by an individual, to the extent that such limitation, restriction, change, or revocation may affect Business Associate’s use or disclosure of PHI.

**13.12. HITECH Act Compliance.** Covered Entity and Business Associate agree to comply with the amendments to HIPAA included in the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), including all privacy and security regulations issued under the HITECH Act that apply to Business Associate.

**13.13. Breach; Termination; Mitigation.** If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate’s obligations under this Section 13, Covered Entity and Business Associate shall take any steps reasonably necessary to cure such breach and make Business Associate comply, and, if such steps are unsuccessful, Covered Entity may terminate this Agreement. Business Associate shall take reasonable actions available to it to mitigate any detrimental effects of such violation or failure to comply.

**13.14. Return of PHI.** Business Associate agrees that upon termination of this Agreement, and if feasible, Business Associate shall (a) return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate has continued to maintain in any form or manner and retain no copies of such information or, (b) if such return or destruction is not feasible, immediately notify Covered Entity of the reasons return or destruction are not feasible, and extend indefinitely the protection of this Section 13 to such PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

**13.15. De-identified Health Information.** Business Associate may de-identify any and all PHI and may create a “**Limited Data Set**” in accordance with 45 C.F.R. § 164.514(b) & (e). Covered Entity acknowledges and agrees that de-identified information is not PHI and that Business Associate may use such de-identified information for any lawful purpose. Use or disclosure of a Limited Data Set must comply with 45 CFR 164.514(e).

**13.16. Survival.** All representations, covenants, and agreements in or under this Section 13 shall survive the execution, delivery, and performance of this Agreement.

**13.17. Further Assurances; Conflicts.** Each party shall in good faith execute, acknowledge or verify, and deliver any and all documents which may from time to time be reasonably requested by the other party to carry out the purpose and intent of this Section 13. The terms and conditions of this Section 13 will override and control any expressly conflicting term or condition of the Agreement. All non-conflicting terms and conditions of the Agreement shall remain in full force and effect. Any ambiguity shall be resolved in a manner that will permit Covered Entity to comply with HIPAA. For the avoidance of doubt, a limitation on liability in the Agreement does not conflict with this Section 13.

**13.18. Applicable Law.** The parties acknowledge and agree that HIPAA may be amended and additional guidance or regulations implementing HIPAA may be issued after the date of the execution of this Agreement and may affect the parties’ obligations hereunder. The parties agree to take such action as is necessary to amend this Agreement from time in order as is necessary for Covered Entity to comply with HIPAA.

By signing below, the Customer acknowledges and agrees to those terms and conditions. The person signing below represents and warrants that she or he has the authority to bind the Customer to those terms and conditions.

**Customer**

Signature:

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Company Address: \_\_\_\_\_

Date: \_\_\_\_\_



**ZOLL Medical Corporation**

269 Mill Road  
Chelmsford, MA 01824-4105  
Federal ID# 04-2711626

Town of Highland Beach Fire Rescue  
Quote No: Q-57507 Version: 1

Phone: (800) 348-9011  
Fax: (978) 421-0015  
Email: esales@zoll.com

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## Price List

ZOLL Medical Corporation

Prepared For:

PSAI/SAVVIK

Contract No. PSAI 2021-06

eff. 05/15/2023

ZOLL Medical Corporation  
**CONFIDENTIAL**

## Autopulse

### AutoPulse

#### Autopulse Platform

Item ID	Description	Code	List Price	Your Price
8700-000902-01	AUTOPULSE STARTER KIT - MILITARY	AP	17,755.00	17,399.90
8700-0730-01	AutoPulse System with Pass Thru	AP	13,392.00	13,124.16

## Cardiac Science

### Cardiac Science

#### G5 Automatic

G5A-80C-S	G5 FULLY AUTO WITH ICPR, DUAL LANGUAGE AED BUNDL	CSC	2,957.00	2,365.60
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#### G5 Semi-Automatic

G5S-80C-S	G5 SEMI AUTO WITH ICPR, DUAL LANGUAGE AED BUNDLE	CSC	2,957.00	2,365.60
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## Defibrillator

### AED Plus

#### Automatic

21400710702011010	Fully Automatic AED Plus with AED Cover	AED_PLUS	2,795.00	1,900.60
22300700701011010	Fully Automatic AED Plus with Graphical Cover	AED_PLUS	2,795.00	1,900.60
22300700702011010	Fully Automatic AED Plus with AED Public Access Cover	AED_PLUS	2,795.00	1,900.60

#### Semi-Automatic

20100000101011010	AED Plus with Graphical Cover	AED_PLUS	2,795.00	1,900.60
20100000102011010	AED Plus with AED Cover	AED_PLUS	2,795.00	1,900.60
20100000302011010	AED Plus with Professional Interface (No Circle of Icons)	AED_PLUS	2,795.00	1,900.60
20100001101011010	AED Plus with Voice Recording and Graphical Cover	AED_PLUS	2,795.00	1,900.60
20100001102011010	AED Plus with Voice Recording and AED Cover	AED_PLUS	2,795.00	1,900.60
20100001302011010	AED Plus with Voice Recording and Professional Interface (No Circle of Icons)	AED_PLUS	2,795.00	1,900.60
20100010102011320	ZOLL AED PLUS, PS SERIES, LCD, NO VOICE RCDG, W/BATTERIES, FED GOVT VALUE PKG	AED_PLUS	3,024.00	2,056.32
20500000102011010	AED Plus with AED Cover and Police Carry Case	AED_PLUS	2,795.00	1,900.60
20500001102011010	AED Plus with Voice Recording, AED Cover, and Police Carry Case	AED_PLUS	2,895.00	1,968.60
20600000101011010	AED Plus and Small Pelican Case	AED_PLUS	2,795.00	1,900.60
20600001101011010	AED Plus with Voice Recording and Small Pelican Case	AED_PLUS	2,895.00	1,968.60
20700000101011010	AED Plus and Large Pelican Case	AED_PLUS	2,795.00	1,900.60
20700001101011010	AED Plus with Voice Recording and Large Pelican Case	AED_PLUS	2,857.00	1,942.76

### AED Pro

#### Manual

90110600499991010	AED PRO Manual Only	AED_PRO	5,300.00	3,604.00
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#### Semi-Automatic

90110400499991010	AED PRO Semi-Auto Only	AED_PRO	5,200.00	3,536.00
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**Defibrillator**

**AED Pro**

**Semi-Automatic and Manual**

Item ID	Description	Code	List Price	Your Price
90110200499991010	AED PRO Semi-Auto/Manual	AED_PRO	5,200.00	3,536.00
90110200499991300	AED PRO, SEMI AUTO W/MNL OVERRIDE, NO VOICE, AW	AED_PRO	5,671.00	3,856.28
93010340499991010	AED PRO, SEMI-AUTO/MANUAL, (1 CPR-D PAD), CARRY CASE	AED_PRO	5,300.00	3,604.00

**AED3**

**Automatic**

8511-001102-01	ZOLL AED 3 Fully Automatic Package with PlusRX Including: Product Documentation, CPR Uni-padz, PlusRX Medical Prescription, and Battery Pack	AED3	3,924.00	3,139.20
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**Semi-Automatic**

8511-001101-01	ZOLL AED 3 Semi-automatic Package with PlusRX Including: Product Documentation, CPR Uni-padz, PlusRX Medical Prescription, and Battery Pack	AED3	3,924.00	3,139.20
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**AED3 BLS**

**BLS - Basic Life Support**

8502-001103-01	ZOLL AED 3 BLS EMS/FIRE Package including: Product Documentation, Carry Case, CPR Stat padz, pedi padz II and Battery pack	AED3	5,018.00	4,014.40
8503-001103-01	ZOLL AED 3 BLS Hospital package including: Product Documentation and Battery Pack	AED3	4,618.00	3,694.40
8513-001103-01	ZOLL AED 3 BLS ALT Care Package with PlusRX including: Product Documentation, CPR Stat padz, PlusRX Medical Prescription and Battery Pack.	AED3	3,924.00	3,139.20

**X Series**

**ALS - Advanced Life Support**

601-0120001-01	X Series Monitor/Defibrillator - SpO2, CPR Expansion Pack	XSERIES	21,032.00	17,246.24
601-0121011-01	X Series Monitor/Defibrillator - NIBP, SpO2, EtCO2, CPR Expansion Pack	XSERIES	31,071.00	25,478.22
601-0121511-01	X Series Monitor/Defibrillator - NIBP, SpO2, EtCO2, IBP/Temp, CPR Expansion Pack	XSERIES	35,499.00	29,109.18
601-0131011-01	X Series Monitor/Defibrillator - NIBP, SpO2, SpCO, EtCO2, CPI Expansion Pack	XSERIES	34,317.00	28,139.94
601-0140011-01	X Series Monitor/Defibrillator - NIBP, SpO2, SpCO, SpMet, CPI Expansion Pack	XSERIES	31,195.00	25,579.90
601-0220010-01	X Series Monitor/Defibrillator - Pacing, NIBP, SpO2	XSERIES	27,003.00	22,142.46
601-0220011-01	X Series Monitor/Defibrillator - Pacing, NIBP, SpO2, CPR Expansion Pack	XSERIES	28,179.00	23,106.78
601-0221010-01	X Series Monitor/Defibrillator - Pacing, NIBP, SpO2, EtCO2	XSERIES	32,909.00	26,985.38
601-0221011-01	X Series Monitor/Defibrillator - Pacing, NIBP, SpO2, EtCO2, CPR Expansion Pack	XSERIES	35,109.00	28,789.38
601-0221511-01	X Series Monitor/Defibrillator with Pacing, NIBP, SpO2, IBP/Temp, CPR Expansion Pack and EtCO2	XSERIES	38,515.00	31,582.30
601-0230011-01	X Series Monitor/Defibrillator with Pacing, NIBP, SpO2, SpCO, and CPR Expansion Pack	XSERIES	31,426.00	25,769.32
601-0231011-01	X Series Monitor/Defibrillator with Pacing, NIBP, SpO2, SpCO, CPR Expansion Pack and EtCO2	XSERIES	37,332.00	30,612.24
601-0240011-01	X Series Monitor/Defibrillator with Pacing, NIBP, SpO2, SpCO, SPMet and CPR Expansion Pack	XSERIES	34,210.00	28,052.20

**Defibrillator**

**X Series**

**ALS - Advanced Life Support**

			List Price	Your Price
601-0241011-01	X Series Monitor/Defibrillator with Pacing, NIBP, SpO2, SpCO, SPMet, CPR Expansion Pack and EtCO2	XSERIES	40,117.00	32,895.94
601-2120011-01	X Series Monitor/Defibrillator with 12-Lead ECG, NIBP, SpO2 and CPR Expansion Pack	XSERIES	36,211.00	29,693.02
601-2121011-01	X Series Monitor/Defibrillator with 12-Lead ECG, NIBP, SpO2, EtCO2 and CPR Expansion Pack	XSERIES	42,294.00	34,681.08
601-2130011-01	X Series Monitor/Defibrillator with 12-Lead ECG, NIBP, SpO2, SpCO and CPR Expansion Pack	XSERIES	39,554.00	32,434.28
601-2130411-01	X Series Monitor/Defibrillator with 12-Lead ECG, NIBP, SpO2, SpCO, Temp and CPR Expansion Pack	XSERIES	40,767.00	33,428.94
601-2131011-01	X SERIES, MONITOR/DEFIBRILLATOR, 12 LD W/ INTERP, E NIBP, SPO2, SPCO, CPR EXPANSION PACK, ETCO2, DMST	XSERIES	45,639.00	37,423.98
601-2220010-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, and SpO2	XSERIES	38,105.00	31,246.10
601-2220011-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2 and CPR Expansion Pack	XSERIES	39,316.00	32,239.12
601-2220411-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, Temp and CPR Expansion Pack	XSERIES	40,529.00	33,233.78
601-2220511-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, IBP/Temp and CPR Expansion Pack	XSERIES	43,878.00	35,979.96
601-2221010-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2 and EtCO2	XSERIES	44,188.00	36,234.16
601-2221011-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, CPR Expansion Pack and EtCO2	XSERIES	45,401.00	37,228.82
601-2221411-01	X Series Monitor/Defibrillator - 12-Lead ECG, Pacing, NIBP, SpO2, EtCO2, Temp, CPR Expansion Pack	XSERIES	46,612.00	38,221.84
601-2221511-01	X Series Monitor/Defibrillator - 12-Lead ECG, Pacing, NIBP, SpO2, EtCO2, IBP/Temp, CPR Expansion Pack	XSERIES	49,962.00	40,968.84
601-2230011-01	X Series Monitor/Defibrillator - 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, CPR Expansion Pack	XSERIES	42,660.00	34,981.20
601-2230411-01	X Series Monitor/Defibrillator - 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, Temp, CPR Expansion Pack	XSERIES	43,872.00	35,975.04
601-2230511-01	X Series Monitor/Defibrillator - 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, IBP/Temp, CPR Expansion Pack	XSERIES	47,221.00	38,721.22
601-2231001-01	X Series Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, EtCO2, CPR Expansion Pack	XSERIES	44,487.00	36,479.34
601-2231011-01	X Series Monitor/Defibrillator - 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, EtCO2, CPR Expansion Pack	XSERIES	48,744.00	39,970.08
601-2231411-01	X Series Monitor/Defibrillator - 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, EtCO2, Temp, CPR Expansion Pack	XSERIES	49,956.00	40,963.92
601-2231511-01	X Series Monitor/Defibrillator - 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, EtCO2, IBP/Temp, CPR Expansion Pack	XSERIES	53,305.00	43,710.10
601-2240010-01	X Series Monitor/Defibrillator - 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, SPMet	XSERIES	44,316.00	36,339.12
601-2240011-01	X Series Monitor/Defibrillator - 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, SPMet, CPR Expansion Pack	XSERIES	45,529.00	37,333.78
601-2240511-01	X Series Monitor/Defibrillator - 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, SPMet, IBP/Temp, CPR Expansion Pack	XSERIES	50,090.00	41,073.80
601-2241010-01	X Series Monitor/Defibrillator - 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, SPMet, EtCO2	XSERIES	50,401.00	41,328.82
601-2241011-01	X Series Monitor/Defibrillator - 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, SPMet, EtCO2, CPR Expansion Pack	XSERIES	51,612.00	42,321.84
601-2241411-01	X Series Monitor/Defibrillator - 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, SPMet, EtCO2, Temp, CPR Expansion Pack	XSERIES	52,824.00	43,315.68
601-2241511-01	X Series Monitor/Defibrillator - 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, SPMet, EtCO2, IBP/Temp, CPR Expansion Pack	XSERIES	56,174.00	46,062.68

**Defibrillator**

**X Series**

**ALS - Advanced Life Support**

601-2261511-01	X Series Monitor/Defibrillator - 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, SpHb, SpOC, PVI & PI,(Rainbow), EtCO2, IBP/Temp CPR Expansion Pack	XSERIES	59,382.00	48,693.24
601-2271011-01	X Series Monitor/Defibrillator - 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, SpMet, SpHb, SpOC, PVI & PI,(Rainbow), EtCO2, CPR Expansion Pack	XSERIES	57,690.00	47,305.80
601-2271511-01	X Series Monitor/Defibrillator - 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, SPMet, SpHb, SPOC, PVI & PI, (Rainbow), EtCO2, IBP/Temp, CPR Expansion Pack	XSERIES	62,252.00	51,046.64

**X Series Advanced**

601-0120111-01	X Series Advanced Monitor/Defibrillator - 3/5 Lead ECG, SpO2, BVM, NIBP, CPR Expansion Pack	XSERIES	30,484.00	24,996.88
601-0120112-01	X Series Advanced Monitor/Defibrillator - 3/5 Lead ECG, SpO2, BVM, NIBP, CPR Expansion Pack, Remote View	XSERIES	30,484.00	24,996.88
601-0121111-01	X Series Advanced Monitor/Defibrillator - 3/5 Lead ECG, SpO2, EtCO2, BVM, NIBP, CPR Expansion Pack	XSERIES	36,391.00	29,840.62
601-0121112-01	X Series Advanced Monitor/Defibrillator - 3/5 Lead ECG, SpO2, EtCO2, BVM, NIBP, CPR Expansion Pack, Remote View	XSERIES	36,391.00	29,840.62
601-0130111-01	X Series Advanced Monitor/Defibrillator - 3/5 Lead ECG, SpO2, SpCO, BVM, NIBP, CPR Expansion Pack	XSERIES	33,731.00	27,659.42
601-0130112-01	X Series Advanced Monitor/Defibrillator - 3/5 Lead ECG, SpO2, SpCO, BVM, NIBP, CPR Expansion Pack, Remote View	XSERIES	33,731.00	27,659.42
601-0131111-01	X Series Advanced Monitor/Defibrillator - 3/5 Lead ECG, SpO2, SpCO, EtCO2, BVM, NIBP, CPR Expansion Pack	XSERIES	39,637.00	32,502.34
601-0131112-01	X Series Advanced Monitor/Defibrillator - 3/5 Lead ECG, SpO2, SpCO, EtCO2, BVM, NIBP, CPR Expansion Pack, Remote View	XSERIES	39,637.00	32,502.34
601-0140111-01	X Series Advanced Monitor/Defibrillator - 3/5 Lead ECG, SpO2, SpCO, SpMet, BVM, NIBP, CPR Expansion Pack	XSERIES	36,515.00	29,942.30
601-0140112-01	X Series Advanced Monitor/Defibrillator - 3/5 Lead ECG, SpO2, SpCO, SpMet, BVM, NIBP, CPR Expansion Pack, Remote View	XSERIES	36,515.00	29,942.30
601-0220101-01	X Series Advanced Monitor/Defibrillator - 3/5 Lead ECG, Pacing, SpO2, BVM, CPR Expansion Pack	XSERIES	29,367.00	24,080.94
601-0220102-01	X Series Advanced Monitor/Defibrillator - 3/5 Lead ECG, Pacing, SpO2, BVM, CPR Expansion Pack, Remote View	XSERIES	29,367.00	24,080.94
601-0220111-01	X Series Advanced Monitor/Defibrillator - 3/5 Lead ECG, Pacing, SpO2, BVM, NIBP, CPR Expansion Pack	XSERIES	33,500.00	27,470.00
601-0220112-01	X Series Advanced Monitor/Defibrillator - 3/5 Lead ECG, Pacing, SpO2, BVM, NIBP, CPR Expansion Pack, Remote View	XSERIES	33,500.00	27,470.00
601-0221111-01	X Series Advanced Monitor/Defibrillator - 3/5 Lead ECG, Pacing, SpO2, EtCO2, BVM, NIBP, CPR Expansion Pack	XSERIES	39,407.00	32,313.74
601-0221112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD PACE, SPO2, ETCO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	XSERIES	39,407.00	32,313.74
601-0230111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD PACE, SPO2, SPCO, BVM, NIBP, CPR EXPANSION PACK, U	XSERIES	36,746.00	30,131.72
601-0230112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD PACE, SPO2, SPCO, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	XSERIES	36,746.00	30,131.72
601-0231111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD PACE, SPO2, SPCO, ETCO2, BVM, NIBP, CPR EXPANSION PACK, US	XSERIES	42,652.00	34,974.64
601-0231112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD PACE, SPO2, SPCO, ETCO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	XSERIES	42,652.00	34,974.64

**Defibrillator**

**X Series**

**X Series Advanced**

			List Price	Your Price
601-2120111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAC W/INTERP, SPO2, BVM, NIBP, CPR EXPANSION PACK, US	XSERIES	40,476.00	33,190.32
601-2120112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAC W/INTERP, SPO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	XSERIES	40,476.00	33,190.32
601-2120211-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAC W/INTERP, SPO2, BVM, TEMP, NIBP, CPR EXPANSION PAC US	XSERIES	41,654.00	34,156.28
601-2120212-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAC W/INTERP, SPO2, BVM, TEMP, NIBP, CPR EXPANSION PAC REMOTE VIEW, US	XSERIES	41,654.00	34,156.28
601-2121101-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAC W/INTERP, SPO2, ETCO2, BVM, CPR EXPANSION PACK, US	XSERIES	42,250.00	34,645.00
601-2121102-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAC W/INTERP, SPO2, ETCO2, BVM, CPR EXPANSION PACK, REMOTE VIEW, US	XSERIES	42,250.00	34,645.00
601-2121111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAC W/INTERP, SPO2, ETCO2, BVM, NIBP, CPR EXPANSION PAC US	XSERIES	46,384.00	38,034.88
601-2121211-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAC W/INTERP, SPO2, ETCO2, BVM, TEMP, NIBP, CPR EXPANSION PACK, US	XSERIES	47,560.00	38,999.20
601-2121212-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAC W/INTERP, SPO2, ETCO2, BVM, TEMP, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	XSERIES	47,560.00	38,999.20
601-2130111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAC W/INTERP, SPO2, SPCO, BVM, NIBP, CPR EXPANSION PAC US	XSERIES	43,723.00	35,852.86
601-2130112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAC W/INTERP, SPO2, SPCO, BVM, NIBP, CPR EXPANSION PAC REMOTE VIEW, US	XSERIES	43,723.00	35,852.86
601-2130211-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAC W/INTERP, SPO2, SPCO, BVM, TEMP, NIBP, CPR EXPANSION PACK, US	XSERIES	44,899.00	36,817.18
601-2130212-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAC W/INTERP, SPO2, SPCO, BVM, TEMP, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	XSERIES	44,899.00	36,817.18
601-2131111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAC W/INTERP, SPO2, SPCO, ETCO2, BVM, NIBP, CPR EXPANSION PACK, US	XSERIES	49,629.00	40,695.78
601-2131112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAC W/INTERP, SPO2, SPCO, ETCO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	XSERIES	49,629.00	40,695.78
601-2220111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAC W/INTERP, PACE, SPO2, BVM, NIBP, CPR EXPANSION PAC US	XSERIES	43,492.00	35,663.44
601-2220112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAC W/INTERP, PACE, SPO2, BVM, NIBP, CPR EXPANSION PAC REMOTE VIEW, US	XSERIES	43,492.00	35,663.44
601-2220211-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAC W/INTERP, PACE, SPO2, BVM, TEMP, NIBP, CPR EXPANSION PACK, US	XSERIES	44,669.00	36,628.58
601-2220212-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAC W/INTERP, PACE, SPO2, BVM, TEMP, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	XSERIES	44,669.00	36,628.58
601-2221101-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAC W/INTERP, PACE, SPO2, ETCO2, BVM, CPR EXPANSION PACK, US	XSERIES	45,266.00	37,118.12

**Defibrillator**

**X Series**

**X Series Advanced**

			List Price	Your Price
601-2221102-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, ETCO2, BVM, CPR EXPANSION PACK, REMOTE VIEW, US	XSERIES	45,266.00	37,118.12
601-2221111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, ETCO2, NIBP, SPO2, BVM, CPR EXPANSION PACK, US	XSERIES	49,399.00	40,507.18
601-2221112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, ETCO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	XSERIES	49,399.00	40,507.18
601-2221211-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, ETCO2, NIBP, SPO2, BVM/TEMP, CPR EXPANSION PACK, US	XSERIES	50,575.00	41,471.50
601-2221212-01	X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, EtCO2, BVM, Temp, NIBP, CPR Expansion Pack Remote View	XSERIES	50,575.00	41,471.50
601-2230111-01	X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, BVM, NIBP, CPR Expansion Pack	XSERIES	46,738.00	38,325.16
601-2230112-01	X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, BVM, NIBP, CPR Expansion Pack, Remote View	XSERIES	46,738.00	38,325.16
601-2231101-01	X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, EtCO2, BVM, CPR Expansion Pack	XSERIES	48,512.00	39,779.84
601-2231102-01	X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, EtCO2, BVM, CPR Expansion Pack, Remote View	XSERIES	48,512.00	39,779.84
601-2231111-01	X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, EtCO2, BVM, NIBP, CPR Expansion Pack	XSERIES	52,644.00	43,168.08
601-2231112-01	X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, EtCO2, BVM, NIBP, CPR Expansion Pack, Remote View	XSERIES	52,644.00	43,168.08
601-2231211-01	X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, EtCO2, BVM, Temp, NIBP, CPR Expansion Pack	XSERIES	53,821.00	44,133.22
601-2231212-01	X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, EtCO2, BVM, Temp, NIBP, CPR Expansion Pack, Remote View	XSERIES	53,821.00	44,133.22
601-2241111-01	X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, SpMet, EtCO2, BVM, NIBP, CPR Expansion Pack	XSERIES	55,430.00	45,452.60
601-2241112-01	X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, SpMet, EtCO2, BVM, NIBP, CPR Expansion Pack, Remote View	XSERIES	55,430.00	45,452.60
601-2241211-01	X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, SpMet, EtCO2, BVM, Temp, NIBP, CPR Expansion Pack	XSERIES	56,606.00	46,416.92
601-2241212-01	X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, SpMet, EtCO2, BVM, Temp, NIBP, CPR Expansion Pack, Remote View	XSERIES	56,606.00	46,416.92
601-2261111-01	X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, SPHB, SPOC, PVI, PI, EtCO2, BVM, NIBP, CPR Expansion Pack	XSERIES	58,545.00	48,006.90
601-2261112-01	X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, SPHB, SPOC, PVI, PI, EtCO2, BVM, NIBP, CPR Expansion Pack, Remote View	XSERIES	58,545.00	48,006.90
601-2271111-01	X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, SpMet, SPHB, SPOC, PVI, PI, EtCO2, BVM, NIBP, CPR Expansion Pack	XSERIES	61,330.00	50,290.60

## Defibrillator

### X Series

#### X Series Advanced

Item ID	Description	Code	List Price	Your Price
601-2271112-01	X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, SpMet, SPHB, SPOC, PVI, PI, EtCO2, BVM, NIBP, CPR Expansion Pack, Remote View	XSERIES	61,330.00	50,290.60
601-2271211-01	X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, SpMet, SPHB, SPOC, PVI, PI, EtCO2, BVM, Temp, NIBP, CPR Expansion Pack	XSERIES	62,506.00	51,254.92
601-2421211-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD INTERP, PACE, AUDIO, SPO2, ETCO2, BVM, TEMP, NIBP, C EXPANSION PACK, US	XSERIES	52,698.00	43,212.36
601-2431111-01	X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, EtCO2, BVM, NIBP, Audio, CPR Expansion Pack	XSERIES	54,767.00	44,908.94
601-2431112-01	X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, EtCO2, BVM, NIBP, Audio, CPR Expansion Pack, Remote View	XSERIES	54,767.00	44,908.94
601-2431211-01	X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, EtCO2, BVM, Temp, NIBP, Audio, CPR Expansion Pack	XSERIES	55,943.00	45,873.26
601-2431212-01	X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, EtCO2, BVM, Temp, NIBP, Audio, CPR Expansion Pack, Remote View	XSERIES	55,943.00	45,873.26

## IPR Therapy

### IPR Therapy

#### ResQCPR

Item ID	Description	Code	List Price	Your Price
12-0823-000	ResQPUMP ACD-CPD Device - Allows the user to perform active compression decompression CVPR (ACD-CPR) with up to 10 kg lift; replacement component of the ResQCPR System.	IPR	1,375.00	1,347.50
12-0825-000	ResQCPR System - Increases the likelihood of survival in adult, non-traumatic cardiac arrest; includes one (1) ResQPUMP ACD-CPR Device, and two (2) ResQPOD ITD 16's.	IPR	1,657.00	1,623.86

## Ventilators and Aspirators

### Ventilator

#### 731 Ventilators

Item ID	Description	Code	List Price	Your Price
8660-001400-01	ZVent Portable Ventilator, Basic	VENT731	15,219.00	10,653.30
8660-001401-01	ZVent Portable Ventilator	VENT731	21,309.00	14,916.30
8660-001401-01-68	VENTILATOR, COMMERCIAL, ZVENT, NOT FOR CLINICAL U	VENT731	11,820.00	11,820.00
8660-001402-01	MRI Compatible ZVent Portable Ventilator	VENT731	22,162.00	15,513.40
8660-001403-01	VENTILATOR, COMMERCIAL, SW, WITHOUT PULSE OX PROBES	VENT731	21,280.00	14,896.00

## Accessories

### AutoPulse

#### Miscellaneous

**Accessories**

**AutoPulse**

**Miscellaneous**

8700-0708-01	AutoPulse Grip Strips, adhesive backed strips designed to provide a high-friction contact between the AutoPulse Platform and a backboard. Semi-permanent adhesive. (1 set)	AP	18.00	17.64
8700-0709-01	AutoPulse Shoulder Restraint	AP	74.00	72.52
8700-0710-01	AutoPulse Head Immobilizer	AP	68.00	66.64
8700-0711-01	AutoPulse Backboard Cable Ties, Package of 25 ties	AP	85.00	83.30
8700-0712-01	AutoPulse Soft Stretcher	AP	157.00	153.86
8700-0717-01	AutoPulse Hygiene Barrier	AP	16.00	15.68

**Batteries**

**Li-Ion - Lithium Ion**

8000-0580-01	Six Hour Rechargeable SurePower II Smart Battery (Six Hour Rechargeable Smart Battery)	PROPAQMD XSERIES	957.00	504.30
8000-0580-30	Six Hour Rechargeable SurePower II Smart Battery, Airworthy (Six Hour Rechargeable Smart Battery)	PROPAQMD XSERIES	957.00	504.30
8000-0807-01	Type 123 Lithium Batteries, Quantity of Ten (10) with Storage Sleeve	AED_PLUS	92.00	69.00
8019-0535-01	SurePower Rechargeable Lithium Ion Battery Pack	AED_PRO ESERIES RSI	925.00	456.00
8700-0752-01	Autopulse Li-Ion Battery	IES M2SER AP	1,006.00	985.88

**Metal Batteries**

8000-000696	ZOLL AED 3 Battery Pack (Lithium Manganese Dioxide battery pack)	AED3	186.00	148.80
8000-0860-01	AED Pro Non-Rechargeable Lithium Battery Pack	AED_PRO	195.00	146.25
8000-0860-30	KIT, BATTERY PACK, DISPOSABLE, LITHIUM, CLASS 9, AED PRO (AW)	AED_PRO	245.00	183.75

**Cabinets**

**Cabinets**

8000-001256	Standard Surface Wall Cabinet, 7" Depth (Device Only) Includes: alarm, set-up instructions and ILCOR label set	AED3	313.00	250.40
8000-001257	Semi-recessed Wall Cabinet (Device Only) Includes: alarm, set-up instructions and ILCOR label set	AED3	336.00	268.80
8000-001258	Fully-recessed Wall Cabinet (Device Only) Includes: alarm, set-up instructions and ILCOR label set	AED3	336.00	268.80
8000-001259	Strobe Light for Standard Surface Wall Cabinet PN: 8000-001256 and 8000-0855	AED_PLUS	117.00	87.75
8000-001267	Strobe Light with Mounting Plate for Semi and Fully Recessed Wall Cabinets	AED_PLUS	117.00	87.75
8000-0738	Standard Metal Wall Cabinet with Strobe Light	AED_PLUS	280.00	210.00
8000-0809-01	Mounting Bracket	AED_PLUS	80.00	60.00
8000-0811	Flush Wall Mounting Box (Fully Recessed Wall Cabinet Designed to Hold AED Plus On A Bracket Without Carry Case and One Spare Set of Electrodes	AED_PLUS	390.00	292.50
8000-0814	Recessed Wall Mounting Box (Semi-Recessed Wall Cabinet Designed to Hold AED Plus on a Bracket without Carry Case and includes One Spare Set of Electrodes	AED_PLUS	390.00	292.50
8000-0817	Surface Wall Mounting Box (7" Deep) Designed to Hold AED Plus (On A Bracket Without Carry Case) and One Spare Set of Electrodes	AED_PLUS	390.00	292.50

**Accessories**

**Cabinets**

**Cabinets**

8000-0855	Standard Surface Wall Cabinet, 9" Depth (Device Stored in Carry Case) Includes: alarm, set-up instructions	AED_PLUS	243.00	182.25
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**Cables and Connectors**

**Connectors**

8000-0370	CPR Connector	XSERIES M2SER	339.00	277.98
8000-0730	AC Extension Cable for R Series, E Series, and M Series (12")	ESERIES MSERIES RSEES	35.00	28.00
8009-0020	CPR D padz and CPR Stat padz connector for OneStep Cable	RSERIES XSERIES	471.00	386.22

**Invasive Blood Pressure**

8300-0787-01	Transducer Interface Cable with Right Angle Connector - Edwards	PROPAQM PROPAQMD SERIES	242.00	198.44
8300-0788-01	Transducer Interface Cable with Right Angle Connector - Abbott	PROPAQM PROPAQMD SERIES	186.00	152.52

**Miscellaneous**

8000-000993	CABLE ASSY, FLOW SENSOR CONNECTOR, ACCUVENT	XSERIES_ADV	385.00	315.70
8000-0246-30	8 FT PULSE OX PATIENT CABLE	PROPAQMD XSERIES	320.00	262.40
8000-0308-30	CABLE, MFC, MILITARY	PROPAQM PROPAQMD SERIES	168.00	137.76
8000-0804-01	KIT, CABLE ADAPTER, UNIVERSAL ZOLL AED	ALL_AED	128.00	96.00
8300-000676	X Series OneStep Cable	XSERIES	544.00	446.08
8300-000831-40	CABLE ASSY, MFC-CPRD, X SERIES	XSERIES	495.00	405.90
8300-0783	Multifunction Therapy Cable - Allows use of Disposable Multifunction Electrodes and ZOLL External and Internal Paddles	XSERIES	382.00	313.24

**Power**

024-0012-00	Power Supply, 100-240 VAC, 100W, 24V, 4.2A, IEC 320 & DT7L Plugs	VENT731	165.00	140.25
704-0EMV-06	Assembly, Cable, DC, External Power, 12V	VENT731	61.00	51.85
708-0042-00	Power Cord, 6', 18AWG 3 SPT-2, NEMA 5-15P, IEC60320-C5	VENT ASP	13.00	11.05
710-0731-01	Assembly, Power Supply/Line Cord	VENT ASP	172.00	146.20
8000-0304	POWER CORD, 120/60HZ W/FERRITE, DMST	PROPAQM PROPAQMD SERIES	47.00	38.54
8700-0704-01	AutoPulse Power Cord	AP	12.00	11.76

**Cardiac Science**

**Adapter**

170-2120	ASSY, HARNESS, DB9F - RJ-11, PH AED 2.0	CSC	34.00	27.20
9171-001	USB SERIAL ADAPTER	CSC	36.00	28.80

**Batteries**

9145-301	BATTERY, AED G3, POWERHEART PRO, YELLOW, REPL SMART PCBA	CSC	463.00	370.40
9146-301	BATTERY, G3 AED, POWERHEART, WHITE, REPL SMART PCBA	CSC	463.00	370.40



**Accessories****Cardiac Science****Batteries**

9146-302	Cardiac Science Powerheart G3 Battery. Cardiac Science has designed a battery that works specifically with the Powerheart AED G3 by pairing the Intellisense battery circuitry with the Rescue Ready® technology in the AED.	CSC	463.00	370.40
9147-201-TSO	AED BATTERY, 9300E/A, 9390E/A, EXT LIFE, TSO, REPL SMART PCBA	CSC	463.00	370.40
XBTAED001A	BATTERY, POWERHEART G5	CSC	460.00	368.00

**Bracket**

170-2146-001	POWERHEART R AED WALL STORAGE BRACKET WITH BE	CSC	59.00	47.20
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**Cables**

5111-101	ECG CABLE,G3 PRO AED, KIT, US AHA, ROHS2	CSC	349.00	279.20
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**Carrying Cases**

XBPAED001A	BACKPACK, POWERHEART AED	CSC	171.00	136.80
XCAAED007A	CARRYING CASE, YELLOW STRAP, POWERHEART G5	CSC	131.00	104.80

**Electrodes**

9131-001	Cardiac Science Adult Electrodes. Compatible with Powerheart AED, Powerheart AED G3, Powerheart G3 Pro, Survivalink, FirstSave	CSC	60.00	48.00
9660-001	ELECTRODES, DEFIB, POLARIZED, AED, G3 PRO	CSC	60.00	48.00
9730-002	ELECTRODES, PEDIATRIC WITH MANUAL	CSC	118.00	94.40
XELAED001B	ELECTRODES, ADULT, G5 AED	CSC	81.00	64.80
XELAED002B	ELECTRODES W/CPRD, ADULT, G5 AED	CSC	262.00	209.60
XELAED003A	PEDIATRIC DEFIB PADS, POWERHEART G5	CSC	119.00	95.20

**Infrared Cables**

162-0108-001	IRDA SERIAL PORT ADAPTER	CSC	113.00	90.40
50-01568-01	CABLE, USB, 2.0, A-A MALE	CSC	34.00	27.20

**MISC\_CSC**

168-6002-001	KIT, AED LABELS AND WALL SIGN	CSC	41.00	32.80
9157-004	CASE, CARRYING, HARD-SIDED, CSC	CSC	377.00	301.60
XCAAED003A	PELICAN CASE, POWERHEART G5	CSC	424.00	339.20

**MISC\_KEY**

165-0195-004	KEY, SPARE, CABINET, 180-2021-001	CSC	12.00	9.60
50-00599-01	KEY, WALLCASE, 50-00XXX-XX SERIES, SET OF 2	CSC	12.00	9.60

**MISC\_TAG**

160-0163-001	AED WINDOW STICKER	CSC	6.00	4.80
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**MISC\_TRAINERS**

180-0039-001	ASSY, BATTERY, G3 FULL SIZE TRAINER	CSC	84.00	67.20
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**Ready\_kit**

UKIT001A	UNIVERSAL READY KIT	CSC	71.00	56.80
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**Accessories**

**Cardiac Science**

**Simulator**

9021-003	PATIENT SIMULATOR, W/ECG, G3 AED	CSC	705.00	564.00
X SMAED001A	PATIENT SIMULATOR, ADULT W/CPRD, G5 AED	CSC	705.00	564.00
X SMAED002A	PATIENT SIMULATOR, ADULT, G5 AED	CSC	705.00	564.00

**Trainer**

180-2080-010	REMOTE CONTROL, G3 TRAINER	CSC	57.00	45.60
180-5020-301	G3 TRAINER, LANGUAGE SET 1, AHA 2010, PKG	CSC	454.00	363.20
190-2080-001	REMOTE, G5 TRAINER	CSC	57.00	45.60
190-5020-001	G5 TRAINER, ADULT ELECTRODE	CSC	454.00	363.20
190-5020-002	G5 TRAINER, ICPR ELECTRODE	CSC	454.00	363.20

**Training Unit**

9035-005	ELECTRODES, TRAINING, G3	CSC	28.00	22.40
9725-001	TRAINING ELECTRODES, PEDIATRIC	CSC	83.00	66.40
X TRPAD004A	TRAINING PADS, ADULT, G5 TRAINER	CSC	30.00	24.00
X TRPAD005A	TRAINING PADS, ADULT WITH CAD, G5 TRAINER	CSC	66.00	52.80
X TRPAD006A	TRAINING PADS, PEDIATRIC, G5 TRAINER	CSC	80.00	64.00

**Wallcase**

180-2021-101	WALLCASE, ALARMED, AED	CSC	412.00	329.60
180-2022-001	POWERHEART R AED (IN CASE) METAL WALL SLEEVE	CSC	77.00	61.60
50-00392-10	SURFACE-MOUNT WALL BOX	CSC	223.00	178.40
50-00392-20	SURFACE-MOUNT WALL BOX W/ALARM/SECURITY	CSC	294.00	235.20
50-00392-30	SURFACE-MOUNT W BOX ALARM/STROBE/SECURITY	CSC	342.00	273.60
50-00395-10	SEMI-RECESSED WALL BOX	CSC	294.00	235.20
50-00395-20	SEMI-RECESSED WALL BOX W/ALARM/SECURITY	CSC	365.00	292.00
50-00395-30	SEMI-RECESS W BOX ALARM/STROBE/SECURITY	CSC	412.00	329.60
50-00400-10	FULLY RECESSED WALL BOX	CSC	248.00	198.40
50-00400-20	FULLY RECESSED WALL BOX W/ALARM/SECURITY	CSC	319.00	255.20
50-00400-30	FULLY RECESS W BOX ALARM/STROBE/SECURITY	CSC	365.00	292.00

**Cases and Pouches**

**Carrying Cases**

402-0017-00	CASE, PADDED, ASPIRATOR, W/O ACCESSORIES POUCH, MODEL 326	ASP300	163.00	133.66
8000-000393-01	X SERIES CARRY CASE, PREMIUM	XSERIES	847.00	694.54
8000-000404-01	CARRY CASE, REAR BAG, X SERIES	XSERIES	33.00	27.06
8000-000405-01	CARRY CASE, SHOULDER STRAP, X SERIES	XSERIES	16.00	13.12
8000-001250	ZOLL AED 3 Carry Case	AED3	140.00	112.00
8000-001251	Spare Battery Case For ZOLL AED 3 Carry Case	AED3	24.00	19.20
8000-001252	Replacement Shoulder Strap For ZOLL AED 3 Carry Case	AED3	18.00	14.40
8000-001253	Small Rigid Plastic Case Holds ZOLL AED 3/spare battery pack	AED3	343.00	274.40

**Accessories**

**Cases and Pouches**

**Carrying Cases**

8000-001254	Large Rigid Plastic Case Holds ZOLL AED 3/spare electrodes/spare battery pack	AED3	366.00	292.80
8000-001268	HARD CASE, M330 MULTIFUNCTION ASPIRATOR	ASP330	364.00	298.48
8000-002005-01	Cable Sleeve, Royal Blue	PROPAQMD XSERIES	63.00	51.66
8000-0255-01	ZOLL AED PRO / Propaq LT Combo Carry Case	AED_PRO PROPAQLT	242.00	187.07
8000-0375-01	AED Plus Trainer / Trainer 2 Carry Case.	AED_PLUS	100.00	75.00
8000-0380-01	BAG, COMBINATION, AED PRO/PROPAQ LT, MILITARY	AED_PRO PROPAQLT	435.00	326.25
8000-0802-01	Replacement Softcase	AED_PLUS	128.00	96.00
8000-0806-01	Replacement Softcase - Police	AED_PLUS	128.00	96.00
8000-0810-01	AED PRO Soft Carry Case	AED_PRO	128.00	96.00
8000-0832-01	AED PRO Molded Vinyl Carry Case with Spare Battery Compartment	AED_PRO	202.00	151.50
8000-0836-01	Small Pelican Case with Cut-Outs for AED Plus Only	AED_PLUS	243.00	182.25
8000-0837-01	Large Pelican Case with Cut-Outs for AED Plus, CPR-D, Padz and Pedi, Padz II	AED_PLUS	305.00	228.75
8000-0875-32	AED Pro Hard Case with Foam Cut-Outs	AED_PRO	280.00	210.00
8000-0914	Shoulder Strap (Roll Cage)	ESERIES MSERIES RSE ES XSERIES	43.00	35.26
8700-000850-40	AutoPulse Quick Case	AP	604.00	591.92
8707-000502-01	X Series Carry Case	XSERIES	634.00	519.88
8707-000503-01	CLEAR PLASTIC DISPLAY PROTECTOR, X SERIES	XSERIES	46.00	37.72

**Chargers and Power Supplies**

**AutoPulse**

8700-0753-01	AutoPulse SurePower Battery Charger, U.S.	AP	2,795.00	2,739.10
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**Miscellaneous**

8000-000903-01	Power Extension Cable	XSERIES	143.00	117.26
8000-0100	Us Power Cord(Replacement Power Cord for Base Station Charger)	OTHER	77.00	57.75
8300-000006	DC Auxiliary Power Supply	ESERIES MSERIES RSE ES XSERIES	1,934.00	1,585.88

**SurePower**

8050-0030-01	SurePower 4 Bay Charging System (Requires 8300-0250-01 to Charge Propaq MD)	ESERIES MSERIES RSE ES XSERIES	2,909.00	2,385.38
8050-0032-01	SurePower Charger Battery Well Spacer	ESERIES MSERIES RSE ES XSERIES	27.00	22.14
8200-000100-01	SurePower Single Bay Charger	ESERIES MSERIES RSE ES XSERIES	1,209.00	991.38
8300-0004	Replacement AC Power Adapter / Charger, 120 - 240 Vac, 50, 60 400 Hz	PROPAQM PROPAQMD  SERIES	553.00	453.46
8300-0250-01	SurePower Charger Adapter for Propaq MD Batteries	ESERIES MSERIES RSE ES XSERIES	378.00	309.96
8300-0500-01	SurePower 4 Bay Charging System Including 4 Propaq MD Battery Charging Adapters	ESERIES MSERIES RSE ES XSERIES	3,304.00	2,709.28

**Data Communication**

**Data Communication**

**Accessories**

**Data Communication**

**Data Communication**

8000-000874	Ethernet Adapter	PROPAQMD XSERIES	1,217.00	997.94
8000-0815	USB IRDA Adapter (Not Recommended for use On Windows 98)	AED_PLUS AED_PRO	128.00	96.00
8000-0816	RS232 IRDA Adapter (Recommended for Windows 98)	AED_PLUS AED_PRO	128.00	96.00
8707-000500-01	USB Extension Cable	XSERIES	46.00	37.72

**ECG Cables**

**12 Lead**

8300-0802-01	12-Lead One Step ECG Cable - AAMI Includes 4-Lead Trunk Cable and Removable Precordial 6 Lead Set	PROPAQMD XSERIES	404.00	331.28
8300-0802-12	12-Lead One Step ECG Cable - IEC Includes 4-Lead Trunk Cable and Removable Precordial 6 Lead Set	PROPAQMD XSERIES	404.00	331.28
8300-0804-01	V Lead Patient Cable for 12 Lead ECG(Replacement Precordial 6 Lead Cable - AAMI)	PROPAQMD XSERIES	218.00	178.76

**3 Lead**

8000-0025	Replacement 3-Lead ECG Patient Cable, 12 Ft. (Ships standard with M and R Series)	MSERIES RSERIES	174.00	139.20
8000-0025-02	Replacement 3-Lead ECG Patient Cable, 6 Ft. (Ships standard with M and R Series)	MSERIES RSERIES	128.00	102.40
8300-0800-01	3-Lead ECG Cable - AAMI with Low Profile Propaq MD Connector	PROPAQMD XSERIES	155.00	127.10
8300-0800-12	3-Lead ECG Cable - IEC with Low Profile Propaq MD Connector	PROPAQMD XSERIES	155.00	127.10

**4 Lead**

8300-0803-01	Replacement 4-Lead Trunk Cable - AAMI	PROPAQMD XSERIES	186.00	152.52
8300-0803-12	Replacement 4-Lead Trunk Cable - IEC	PROPAQMD XSERIES	206.00	168.92

**5 Lead**

8300-0801-01	5-Lead ECG Cable - AAMI with Low Profile Propaq MD Connector	PROPAQMD XSERIES	218.00	178.76
8300-0801-12	5-Lead ECG Cable - IEC with Low Profile Propaq MD Connector	PROPAQMD XSERIES	218.00	178.76
8300-0804-12	Replacement Precordial 6 Lead Cable - IEC	PROPAQMD XSERIES	218.00	178.76

**Miscellaneous**

8000-0838	AED PRO ECG Cable AAMI	AED_PRO	195.00	146.25
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**ETCO2 Cables and Sensors**

**Cable-Sensor Combinations**

8000-0312	CAPNO 5 Mainstream CO2 Sensor and Cable	ESERIES RSERIES	5,816.00	4,652.80
8000-0367	Sidestream Loflo Module	ESERIES RSERIES	5,816.00	4,652.80

**IPR Therapy**

**IPR**

12-0869-000	ResQCPR demo kit: includes ResQMAN demonstrator and ResQPOD ITD	IPR	77.00	75.46
12-0935-000	Carrying case for the ResQCPR System componenets.	IPR	77.00	75.46

**Accessories**

**IPR Therapy**

**IPR**

12-2507-000	Training versions of one (1) ResQPUMP and two (2) ResQPODs, all intended for training ONLY and labeled "NOT FOR HUMAN USE". Sold as individual kits.	IPR	890.00	872.20
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**Miscellaneous**

**Documents and Sheets**

9652-000391-01	Waterproof Quick Reference Guide, English	XSERIES	34.00	27.88
9652-0605-01	12 Lead Pocket Reference Cards - Pocket-Sized Guide for 12-Lead Electrode Placement, Pack of 25	ESERIES MSERIES RSE ES XSERIES	64.00	52.48
9658-001355-01	Operator's Guide, English, CD Rom Format	XSERIES	34.00	27.88

**Manuals and Books**

9650-001355-01	Operator's Guide, X Series, English, Paper Format	XSERIES	34.00	27.88
9650-001356-01	Service Manual, X Series, English, Paper Format	XSERIES	34.00	27.88
9650-0300-01	Operator' Guide for Individual Operators or for use As Wall Poster	AED_PLUS	8.00	6.00
9650-0301-01	Administration Guide	AED_PLUS	8.00	6.00
9650-0309-01	AED PRO Service Manual	AED_PRO	67.00	50.25
9650-0350-01	AED PRO Replacement Operator Guide	AED_PRO	34.00	25.50

**Miscellaneous**

704-0004-00	731 Low Flow O2 reservoir kit for use with low flow oxygen delivery	VENT ASP	128.00	108.80
8000-000493	ANTENNA, ULTRA-WIDEBAND,4G/3G/2G	XSERIES	62.00	50.84
8000-001260	ILCOR Flush AED Wall Sign (AED)	ALL_AED	24.00	18.00
8000-001261	ILCOR 3-D AED Wall Sign (AED)	ALL_AED	31.00	23.25
8000-001262	ILCOR Flush AED Wall Sign (DAE)	AED_PLUS AED_PRO	25.00	18.75
8000-001263	ILCOR 3-D AED Wall Sign (DAE)	AED_PLUS AED_PRO	31.00	23.25
8000-001264	ILCOR Flush AED Wall Sign (DEA)	AED_PLUS AED_PRO	25.00	18.75
8000-001265	ILCOR 3-D AED Wall Sign (DEA)	AED_PLUS AED_PRO	31.00	23.25
8000-0803-01	Compact Low Profile Public Safety Cover (Not for use with CPR-D-padz and Accessories)	AED_PLUS	67.00	50.25
8000-0808-01	Replacement Public Access Pass Cover (Graphic Interface Label) Designed for CPR-D-padz and Accessories	AED_PLUS	67.00	50.25
8000-0812-01	Replacement Public Safety Pass Cover Designed for CPR-D-padz and Accessories	AED_PLUS	67.00	50.25
8000-0825	AED Plus Wall Sign (8 1/2" X 11") and AED Plus 3-D Wall Sign	AED_PLUS	19.00	14.25
8008-0007	Trainer 2 Wireless Remote Controller with 2 AA Batteries (Replacement)	AED_PLUS	81.00	60.75
9310-0738	AED Plus 3-D Wall Sign	AED_PLUS	18.00	13.50

**Mounting Brackets**

**CCLAW Mounts**

800-0904-01	Model, CCLAW	VENT ASP	421.00	357.85
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**Mounting Brackets**

703-0003-00	Assembly,Kit,Bracket,Mounting,Wall,Vehicle	VENT731	86.00	73.10
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**Accessories**

**Mounting Brackets**

**Mounting Brackets**

704-0750-08	Assembly, Bracket, Pole Mounting, Universal	VENT ASP	176.00	149.60
8000-001255	ZOLL AED 3 Wall Mount Bracket (Device Only)	AED3	64.00	51.20
8000-001266	ZOLL AED 3 Case Wall Mount Bracket (Device Stored in Carry Case Only)	AED3	70.00	56.00
816-0731-00	Assembly, Stand, 731, Series with Locking Wheels	VENT731	1,419.00	1,206.15
816-0731-01	Assembly, Stand, 731 Series, with Locking Wheels, MRI	VENT731	1,419.00	1,206.15

**SMEED Mounts**

800-0903-01	Model, SMEED Bracket	VENT731	6,516.00	5,538.60
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**Multi-Function Defibs**

**External Paddles**

8000-0053	Defibrillator Gel - 12 Tubes	ESERIES MSERIES RSE ES XSERIES M2SER	96.00	78.72
8000-1010-01	External Paddle Assembly Apex / Sternum with Controls and Built-In Pediatric Electrodes (NSN 6515-01-504-6492)	ESERIES MSERIES RSE ES M2SER	755.00	604.00

**NIBP**

**Cuffs**

8000-000205	Hose, Blood Pressure Cuff, Infant/Neonate, 8 foot, ISO Connector	PROPAQM PROPAQMD  SERIES	149.00	122.18
8000-0655	Hose, Air, 1.5 Meter, NIBP	ESERIES MSERIES RSE ES	67.00	53.60
8000-0662	Hose, Air, 3 Meter, NIBP	ESERIES MSERIES RSE ES	70.00	56.00
8000-0895	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	PROPAQMD XSERIES	186.00	152.52
8000-1650	Pediatric/Small Adult Long Cuff, 17.0-25.0cm, 1/Box	ESERIES MSERIES RSE ES	39.00	31.20
8000-1651	Adult Cuff 23.0 - 33.0cm, 1/Box	ESERIES MSERIES RSE ES	46.00	36.80
8000-1653	Large Adult Cuff, 31.0-41.0cm, 1/Box	ESERIES MSERIES RSE ES	52.00	41.60
8000-1654	Thigh Cuff, 28.0-50.0cm, 1/Box	ESERIES MSERIES RSE ES	52.00	41.60
8000-1655	Child Cuff, 12.0-19.0cm, 1/Box	ESERIES MSERIES RSE ES	34.00	27.20
8300-0002-01	Dual Lumen NIBP 10 Foot Hose	PROPAQMD XSERIES	149.00	122.18
8300-0002-02	Dual Lumen NIBP Tubing Assembly, 5 FT	PROPAQMD XSERIES	149.00	122.18
REUSE-07-1MQ	Infant Cuff, 9 - 13 cm, Single Tube with Twist-Lock Connector, Each	PROPAQMD XSERIES	63.00	51.66
REUSE-07-2MQ	Infant Cuff, 9 -13 cm, 2-Tube with Twist Lock Connector, Each	PROPAQMD XSERIES	63.00	51.66
REUSE-08-1MQ	Small Child Cuff, 12-16 cm, Single Tube with Twist-Lock Connector, Each	PROPAQMD XSERIES	63.00	51.66
REUSE-08-2MQ	Small Child Cuff, 12 - 16 cm, 2-Tube with Twist Lock Connector, Each	PROPAQMD XSERIES	63.00	51.66
REUSE-09-1MQ	Child Cuff, 15 - 21 cm, Single Tube with Twist-Lock Connector, Each	PROPAQMD XSERIES	63.00	51.66
REUSE-09-2MQ	Child Cuff, 15 - 21 cm, 2-Tube with Twist Lock Connector, Each	PROPAQMD XSERIES	63.00	51.66
REUSE-10-1MQ	Small Adult Cuff, 20 - 26 cm, Single Tube with Twist-Lock Connector, Each	PROPAQMD XSERIES	63.00	51.66

**Accessories**

**NIBP**

**Cuffs**

REUSE-10-2MQ	Small Adult Cuff, 20 - 26 cm, 2-Tube with Twist Lock Connector, Each	PROPAQMD XSERIES	63.00	51.66
REUSE-11-1HP	Adult Cuff, 25 - 34cm, Single Tube with Bayonet Connector, Each	PROPAQMD XSERIES	63.00	51.66
REUSE-11-2MQ	Adult Cuff, 25 - 34 cm, 2-Tube with Twist Lock Connector, Each	PROPAQMD XSERIES	63.00	51.66
REUSE-11L-2MQ	Adult Long Cuff, 25 - 34 cm, 2-Tube with Twist Lock Connector, Each	PROPAQMD XSERIES	63.00	51.66
REUSE-12-2MQ	Large Adult Cuff, 32 - 43 cm, 2-Tube with Twist Lock Connector, Each	PROPAQMD XSERIES	63.00	51.66
REUSE-12L-2MQ	Large Adult Long Cuff, 32 - 43 cm, 2-Tube with Twist Lock Connector, Each	PROPAQMD XSERIES	63.00	51.66
REUSE-13-1MQ	Adult Thigh Cuff, 40 - 55 cm, Single Tube with Twist-Lock Connector, Each	PROPAQMD XSERIES	64.00	52.48
REUSE-13-2MQ	Adult Thigh Cuff, 40 - 55 cm, 2-Tube with Twist Lock Connector, Each	PROPAQMD XSERIES	63.00	51.66

**Software**

**Software**

8000-0311-01	ZOLL Administration Software, CD-ROM	AED_PLUS	194.00	145.50
8000-0843-01	ZOLL Administrative SoftWarranty for AED Pro, CD-ROM	AED_PRO	34.00	25.50

**SPO2 Cables and Sensors**

**Cables**

8000-001392	RAINBOW RC-4, 4FT REUSABLE EMS PATIENT CABLE (REF 4481)	XSERIES	299.00	245.18
8000-0293	SpO2 LNCS Reusable Patient Cable, 10ft	ESERIES MSERIES RSEES	323.00	258.40
8000-0296	SpO2 LNOP Adult Reusable One-Piece Sensor and Cable, 12ft	ESERIES MSERIES RSEES	677.00	541.60
8000-0298	SpO2 LNCS Reusable Patient Cable (4 Ft)	RSERIES	275.00	220.00
8000-0325	SpO2 LNCS Extension Cable with Db-9 Connector	ESERIES MSERIES RSEES	250.00	200.00
8000-0327	SpO2 LNCS Sensor to LNOP Adapter Cable	ESERIES MSERIES RSEES	67.00	53.60
8000-0330	SpO2 Rainbow Reusable Patient Cable: Connects to LNCS Single use and Reusable Sensors, 4ft (Red 4' Reusable Patient Cable - Connects to LNCS Single use and Reusable Sensors)	XSERIES	360.00	295.20
8000-0331	SpO2 Rainbow Reusable Patient Cable: Connects to LNCS Single use and Reusable Sensors, 10ft (Red 10' Reusable Patient Cable - Connects to LNCS Single use and Reusable Sensors)	XSERIES	421.00	345.22
8000-0332	SpO2 Rainbow DCI Adult Reusable Patient Cable/Sensor, 3ft (Red 3' DCI Adult Reusable Patient Cable / Sensor )	XSERIES	421.00	345.22
8000-0333	SpO2 Rainbow DCI Pediatric Reusable Patient Cable/Sensor, 3ft (Red 3' DCI Pediatric Reusable Patient Cable / Sensor )	XSERIES	482.00	395.24
8000-0334	SpO2 Rainbow DCI Adult Reusable Patient Cable/Sensor, 12ft (Red 12' DCI Adult Reusable Patient Cable / Sensor)	XSERIES	0.00	594.50
8000-0335	SpO2 Rainbow DCI Pediatric Reusable Patient Cable/Sensor, 12ft (Red 12' DCI Pediatric Reusable Patient Cable / Sensor)	XSERIES	786.00	644.52
8000-0341	SpO2/SpCO/SPMet Rainbow Patient Cable: Connects to Single use Sensors (4 Ft) (Rainbow 4' Reusable Patient Cable - Connects to Rainbow 2 Piece Sensors )	XSERIES	299.00	245.18

**Accessories**

**SPO2 Cables and Sensors**

**Cables**

8000-0342	SpO2/SpCO/SPMet Rainbow Patient Cable: Connects to Single use Sensors (12 Ft) (Rainbow 12' Reusable Patient Cable - Connects to Rainbow 2 Piece Sensors)	XSERIES	360.00	295.20
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**Cable-Sensor Combinations**

8000-0343	SpO2/SpCO/SPMet Rainbow DCI Adult Reusable Patient Cable/Sensor (8 Ft) (Rainbow 8' DCI Adult Reusable Patient Cable / Sensor )	XSERIES	1,091.00	894.62
8000-0344	SpO2/SpCO/SPMet Rainbow DCI Adult Reusable Patient Cable/Sensor (12 Ft) (Rainbow 12' DCI Adult Reusable Patient Cable / Sensor )	XSERIES	1,335.00	1,094.70
8000-0345	SpO2/SpCO/SPMet Rainbow DCI Pediatric Reusable Patient Cable/Sensor (8 Ft) (Rainbow 8' DCI Pediatric Reusable Patient Cable / Sensor )	XSERIES	1,212.00	993.84
8000-0346	SpO2/SpCO/SPMet Rainbow DCI Pediatric Reusable Patient Cable/Sensor (12 Ft) (Rainbow 12' DCI Pediatric Reusable Patient Cable / Sensor )	XSERIES	1,456.00	1,193.92
8000-0377	SpO2 Rainbow DBI-DC8 Reusable Patient Cable / Sensor, 8ft	XSERIES	1,127.00	924.14

**Sensors**

8000-000371	Rainbow Adult Reusable Patient Sensor for SpO2, SpCO, SPMet	XSERIES	1,029.00	843.78
8000-000372	Rainbow Pediatric Reusable Patient Sensor for SpO2, SpCO, SPMet	XSERIES	1,029.00	843.78
8000-000459	M-LNCS DCI Reusable Sensor	ESERIES MSERIES RSEES XSERIES	360.00	295.20
8000-000467	Rainbow, DCI SC-400, Pediatric Reusable Finger Sensor, SpHb, SpO2, SPMet, 3ft	XSERIES	2,187.00	1,793.34
8000-001464	Rainbow, DCI SC-200, Adult Reusable Finger Sensor, SpHb, SpO2, SPMet, 3ft	XSERIES	1,091.00	894.62
8000-001465	Rainbow, DCI SC-200, Pediatric Reusable Finger Sensor, SpHb, SpO2, SPMet, 3ft	XSERIES	1,091.00	894.62
8000-001466	Rainbow, DCI SC-400, Adult Reusable Finger Sensor, SpHb, SpO2, SPMet, 3ft	XSERIES	2,187.00	1,793.34
8000-0294	SpO2 LNCS Adult Reusable Sensor, 1 each	ESERIES MSERIES RSEES XSERIES VENT	360.00	295.20
8000-0295	SpO2 LNCS Pediatric Reusable Sensor, 1 each	ESERIES MSERIES RSEES XSERIES VENT	427.00	350.14
8000-0379	SpO2 LNCS DBI LNCS Reusable Sensor, 3ft	ESERIES MSERIES RSEES XSERIES	409.00	335.38

**Temperature Cables and Sensors**

**Sensors**

8000-0668	YSI Reusable Adult Esophageal/Rectal Temperature Probe	MSERIES PROPAQMD XERIES	153.00	125.46
8000-0669	YSI Reusable Pediatric Esophageal Rectal Probe	MSERIES PROPAQMD XERIES	92.00	75.44
8000-0670	YSI Reusable Adult Skin Temperature Probe	PROPAQMD XSERIES	149.00	122.18
8000-0671	YSI Reusable Pediatric Skin Temperature Probe	PROPAQMD XSERIES	149.00	122.18

**Training**

**Manikin**

12-2116-000	Manikit	IPR	204.00	199.92
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**Accessories**

**Training**

**Manikin**

8000-0834-01	AED Demo Kit. Includes Carry Bag, Manikin Torso with Head and One CPR-D Demo Pad.	AED_PLUS AED_PRO	469.00	351.75
8000-0835-01	AED Plus Demo Manikin. Includes Manikin Torso with Velcro Strips Attached and a Separate Head with HardWarranty for Attachment(AED Plus, Pro, R Series and M Series Manikin)	ALL_AED M2SER	234.00	175.50
8700-0718-01	AutoPulse Manikin	AP	226.00	221.48

**Miscellaneous**

8000-000925	ZOLL AED Simulator Designed to be used with ZOLL AED 3, AED Plus and/or AED Pro	AED3	325.00	260.00
8000-0684	12-Lead ECG Simulator with IBP Channel	PROPAQMD XSERIES	1,720.00	1,410.40
8000-0819-01	Simulator/Tester -Connects to AED Plus to Demonstrate Operation	AED_PLUS	281.00	233.23
8000-0822	Trainer US AC Adapter	AED_PLUS	65.00	48.75
8000-0829-01	AED PRO Simulator	AED_PRO	406.00	304.50
8000-0847-01	AED Plus Demo Kit Carry Bag	AED_PLUS	182.00	136.50
8009-0751-01	See-Thru CPR Simulator	RSERIES XSERIES M2S R	599.00	491.18
8012-0206	12-Lead ECG Simulator	XSERIES	1,363.00	1,117.66
8700-000764-01	AutoPulse Training System: Consists of 1 each AutoPulse Trainer Platform, 1 LifeBand Trainer, 1 Multi- Chemistry Battery Charger, and 2 Lithium-ion Batteries. NOT FOR PATIENT USE. One (1) Year Warranty.	AP	9,008.00	8,827.84
8700-0707-01	Lifeband Trainer	AP	425.00	416.50
8900-0804-01	CPR-D-padz Training Electrodes (To Be Used with Trainer Only)-- with Reusable, 1 pair, 12 Month Shelf Life	AED_PLUS AED_PRO	106.00	79.50
9650-0851-01	AED Plus First Responder Video - VHS	AED_PLUS	32.00	24.00
9658-0413-01	AED Plus Setup and Practice Videos. AED Plus In-Service and Training DVD Collection. Includes Videos On In-Servicing Your AED Plus, Setting Up the Device, and Performing Single and Team Rescues with the AED Plus. DVD Also Contains Wmv Files Allowing Users Who Do Not Have the Capability to Play A DVD the Ability to View the Videos.	AED_PLUS	12.00	9.00
9658-0716-01	AutoPulse In-Service Training Video, DVD Format.	AP	25.00	24.50

**Training Unit**

8008-000052-01	ENGLISH - AED Plus Fully Automatic Trainer 2 Unit The AED Plus Trainer2 can be used by traingers to train users of the AED Plus. supplied with wireless Remote Controller, one set of CPR-D training electrodes, one pair of replacement gels, 4 D-Cell batteries, 2 AA batteries,, Operators Guide, and a (6) six month limited warranty	AED_PLUS	446.00	334.50
8008-0006-01	Real CPR Help Travel Trainer (Practice And/or Demonstrate Real CPR Help with A Clinical AED Plus or AED PRO Using the Travel Trainer with Built-In Heart Rhythm Simulator)	AED_PLUS	469.00	351.75
8008-0050-01	ENGLISH - AED Plus Semi-Automatic Trainer 2 Unit The AED Plus Trainer2 can be used by trainers to train users of the AED Plus. Supplied with wireless Remote Controller, one set of CPR-D training electrodes, one pair of replacement gels, 4 D-Cell bateries, 2 AA batteries, Operators Guide, and a (6) six month limited warranty	AED_PLUS	446.00	334.50

**Ventilator**

**Accessories**

**Ventilator**

**Miscellaneous**

703-0731-17	Ventilator carrier (cage) in olive for the AEV and EMV+	VENT731	468.00	397.80
703-0731-27	Assy, Vent Carrier, Eagle II	VENT731	468.00	397.80
704-0731-09	Assembly, Fabrication, IV Pole, Rolling Stand	VENT731	335.00	284.75
8000-001002-01	SOFT CASE, BLACK, VENTILATOR AND ACCESSORIES	VENT731	142.00	120.70
802-RCM1-03	KIT, HIGH FLOW MODULE, TSI	VENTRCS	3,252.00	2,764.20
820-0124-00	Arm, Articulating, Circuit Holder	VENT731	419.00	356.15

**Components**

**Components**

**Component**

8300-000210	MICROSTREAM ADVANCE ADULT ORAL-NASAL CO2 FILTEI LINE WITH O2 CONNECTOR, SHORT TERM USE, BOX OF 2	COMPONENT	345.00	282.90
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**Consumables**

**AutoPulse**

**LifeBands**

8700-0706-01	Lifeband 3 Pack	AP	457.00	447.86
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**ECG Cables**

**Electrodes**

8900-0004	ECG Liquid Gel Electrodes, 4 ECG Electrodes/Pouch (480 Electrodes =120 Pouches), 24 Month Shelf Life (10 Cartons / Case)	ESERIES MSERIES RSE ES XSERIES	123.00	100.86
8900-0006	ECG Liquid Gel Electrodes, 6 ECG Electrodes/Pouch (600 Electrodes = 100 Pouches), 24 Month Shelf Life (10 Cartons / Case)	ESERIES MSERIES RSE ES XSERIES	154.00	126.28
8900-0700	30 Pouch, Rectangle Liquid Gel ECG Electrodes (600 Electrodes), 24 Month Shelf Life (20 POUCHES / CASE)	ESERIES MSERIES RSE ES XSERIES	147.00	120.54
8900-0701	30 Pouch Round Liquid Gel ECG Electrodes (600 Electrodes, 1.5" Diameter), 24 Month Shelf Life (20 POUCHES / CASE)	ESERIES MSERIES RSE ES XSERIES	147.00	120.54
8900-0703	30 Pouch Round Liquid Gel ECG Electrodes (600 Electrodes, 2" Diameter), 24 Month Shelf Life (20 POUCHES / CASE)	ESERIES MSERIES RSE ES XSERIES	147.00	120.54
8900-0704	30 Pouch Radiolucent ECG Electrodes (300 Electrodes, 1.5" Diameter), 24 Month Shelf Life (10 POUCHES / CASE)	ESERIES MSERIES RSE ES XSERIES	74.00	60.68
8900-0706	30 Pouch Square Liquid Gel ECG Electrodes (600 Electrodes), 24 Month Shelf Life (20 POUCHES / CASE)	ESERIES MSERIES RSE ES XSERIES	147.00	120.54
8900-0709	4 Pouch Pediatric ECG Electrodes (480 Electrodes), 24 Month Shelf Life (10 Cartons / Case)	ESERIES MSERIES RSE ES XSERIES	140.00	114.80
8900-1003-01	Pediatric ECG Electrodes/3 Per Pouch (300 Electrodes), 24 Month Shelf Life (10 Cartons / Case)	ESERIES MSERIES RSE ES XSERIES	83.00	68.06

**ETCO2 Cables and Sensors**

**ETCO2 - MainStream**

8000-0260-01	Single Patient use Pediatric/Adult Airway Adapter, Box of 10	ESERIES MSERIES RSE ES	128.00	102.40
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**ETCO2 - SideStream**

**Consumables**

**ETCO2 Cables and Sensors**

**ETCO2 - SideStream**

8000-0351	Nasal CO2 Sampling Cannula, Adult, Box of 10	ESERIES MSERIES RSE ES	147.00	117.60
8000-0352	Nasal CO2 Sampling Cannula, Pediatric, Box of 10	ESERIES MSERIES RSE ES	147.00	117.60
8000-0353	Nasal CO2 Sampling Cannula, Infant, Box of 10	ESERIES MSERIES RSE ES	147.00	117.60
8000-0354	Oral/Nasal CO2 Sampling Cannula, Adult, Box of 10	ESERIES MSERIES RSE ES	159.00	127.20
8000-0355	Oral/Nasal CO2 Sampling Cannula, Pediatric, Box of 10	ESERIES MSERIES RSE ES	159.00	127.20
8000-0356	Nasal CO2 with O2 Cannula, Adult, Box of 10	ESERIES MSERIES RSE ES	177.00	141.60
8000-0357	Nasal CO2 with O2 Cannula, Pediatric, Box of 10	ESERIES MSERIES RSE ES	177.00	141.60
8000-0358	Oral/Nasal CO2 with O2 Cannula, Adult, Box of 10	ESERIES MSERIES RSE ES	171.00	136.80
8000-0359	Oral/Nasal CO2 with O2 Cannula, Pediatric, Box of 10	ESERIES MSERIES RSE ES	171.00	136.80
8000-0362	Airway Adapter Kit, Adult/Pediatric, Box of 10	ESERIES MSERIES RSE ES	135.00	108.00
8300-000200	MICROSTREAM ADVANCE ADULT ORAL-NASAL CO2 FILTER LINE WITH O2 TUBING, SHORT TERM USE, BOX OF 25	COMPONENT	355.00	291.10
8300-000202	MICROSTREAM ADVANCE PEDIATRIC ORAL-NASAL CO2 FILTER LINE, SHORT TERM USE BOX OF 25	COMPONENT	385.00	315.70
8300-000203	MICROSTREAM ADVANCE PEDIATRIC ORAL-NASAL CO2 FILTER LINE WITH O2 TUBING, SHORT TERM USE BOX OF 25	COMPONENT	395.00	323.90
8300-000204	MICROSTREAM ADVANCE ADULT-PEDIATRIC INTUBATED CO2 FILTER LINE, EXTENDED DURATION, BOX OF 25	COMPONENT	450.00	369.00
8300-000206	MICROSTREAM ADVANCE NEONATAL-INFANT INTUBATED CO2 FILTER LINE, EXTENDED DURATION, BOX OF 25	COMPONENT	450.00	369.00
8300-000207	MICROSTREAM ADVANCE ADULT-PEDIATRIC INTUBATED CO2 FILTER LINE, HIGH HUMIDITY, BOX OF 25	COMPONENT	685.00	561.70
8300-000208	MICROSTREAM ADVANCE ADULT-PEDIATRIC INTUBATED CO2 FILTER LINE, SHORT TERM USE, BOX OF 25	COMPONENT	275.00	225.50

**IPR Therapy**

**IPR**

12-0586-000	Replacement suction cup for the ResQPUMP ACD-CPR device. This suction cup further increases blood return by re-expanding the chest with a lift force of up to 10 kg.	IPR	52.00	50.96
12-2394-000	ResQPAD	IPR	37.00	36.26

**ResQPOD**

12-0242-000	ResQPOD Impedance Threshold Device (ITD) that attaches to the airway during CPR to enhance negative pressure and increase perfusion. The ResQPOD ITD 10 is a disposable product (single patient use within 24-hours only).	IPR	141.00	138.18
12-0242-030	ResQPOD ITD 10, MIL-SKU	IPR	141.00	138.18
12-0822-000	ResQPOD ITD 16 - Impedance Threshold Device (ITD) attaches to the airway during CPR to enhance negative pressure to increase perfusion; disposable; single patient use only; replacement component of the ResQCPR System.	IPR	141.00	138.18

**Miscellaneous**

**Miscellaneous**

**Consumables**

**Miscellaneous**

**Miscellaneous**

8000-001128	FLOWTUBE, ACCUVENT, BOX OF 10	XSERIES_ADV	762.00	624.84
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**Multi-Function Electrodes**

**CPR Stat-Padz**

8900-0400	CPR Stat-padz HVP Multi-Function CPR Electrodes, 8 Prs/Cs (24 Mo Shelf Life)	AED_PLUS AED_PRO ERIES XSERIES	716.00	537.00
8900-0402	CPR Stat-padz HVP Multi-Function CPR Electrodes, 1 Ea (24 Mo Shelf Life)	ALL_AED	95.00	71.25

**CPR Uni-Padz**

8900-000268	ZOLL AED 3 Biomed Testing Cable. Defibrillator Analyzer Adapter Cable - connects ZOLL AED 3 to analyzer	AED3	100.00	80.00
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**CPR-D**

8900-0800-01	CPRD-padz One Piece Defibrillation and CPR System Adult Electrode(CPR-D-padz One Piece Electrode Pad with Real CPR Help . Supplied with Gloves, Barrier Mask, Scissors, Razor, Wet Wipe and Dry Wipe. 1 EA, Five (5) Year Shelf-Life. )	AED3 AED_PLUS AED_FRO M2SER	207.00	155.25
8900-0807-01	CPR-D Accessory Kit Contains CPR Barrier Mask, Scissors, Gloves, Prep Razor, Towel and A Moist Towelette In A Small Zip-Lock Pouch, One Each.	AED_PLUS AED_PRO	24.00	18.00
8900-0808-01	CPR-D Accessory Kit Contains CPR Barrier Mask, Scissors, Gloves, Prep Razor, Towel and A Moist Towelette In A Small Zip-Lock Pouch, One Case of 50 Each.	AED_PLUS AED_PRO	976.00	732.00

**OneStep Pads**

8900-000219-01	OneStep Pediatric CPR Resuscitation Electrode, 1 Pair, 24 Month Shelf Life.	RSERIES XSERIES	112.00	91.84
8900-000220-01	OneStep Pediatric CPR Resuscitation Electrode, 8 Pairs, 24 Month Shelf Life.	RSERIES XSERIES	831.00	681.42
8900-0180	OneStep Training Cable and Electrode. Includes One Training Cable with CPR Sensor and Y-Connector for Simulator Connection and One Pair of Replacement OneStep Training CPR A/P Electrodes.	MSERIES RSERIES XSES	178.00	145.96

**Pedi-Padz**

8900-2061	Pedi-padz Pediatric Liquid Gel Multi-Function Electrodes, 1 Pair, 12 Month Shelf Life.	ESERIES MSERIES RSES XSERIES	70.00	57.40
8900-2065	Pedi-padz Pediatric Liquid Gel Multi-Function Electrodes, 6 Pairs per Case, 12 Month Shelf Life.	ESERIES MSERIES RSES XSERIES	290.00	237.80
8900-3000-01	Pedi-padz Solid Gel Multi-Function Electrodes, 6 Pairs per Case, 24 Month Shelf Life.	ESERIES MSERIES RSES XSERIES	290.00	237.80
8900-3001-01	Pedi-padz Solid Gel Multi-Function Electrodes, 1 pair, 24 Month Shelf Life.	ESERIES MSERIES RSES XSERIES	70.00	57.40

**Pedi-Padz II**

8900-0810-01	Pedi-padz II Pediatric Multi-Function Electrodes - Designed for use with the AED Plus. the AED Recognizes When Pedi-padz II Are Connected and Automatically Proceeds with A Pediatric ECG and Adjusts Energy to Pediatric Levels. 1 Pair, 24 Month Shelf Life.	AED3 AED_PLUS AED_FRO	117.00	87.75
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**Pro-Padz**

8900-2302-01	Pro-padz Biphasic Multi-Function Electrodes, 1 Pair, 9 Month Shelf Life	ESERIES MSERIES RSES XSERIES	62.00	50.84
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**Consumables**

**Multi-Function Electrodes**

**Stat-Padz**

8900-4003	Stat-padz HVP Multi-Function Electrodes, 12 Pair per Case, 24 Month Shelf Life	ESERIES MSERIES RSEES XSERIES M2SER	584.00	478.88
8900-4004	Stat-padz HVP Multi-Function Electrodes, 1 Pair, 24 Month Shelf Life	ESERIES MSERIES RSEES XSERIES M2SER	67.00	54.94
8900-4014-30	Dep-Readiness Pack, Propaq MD Kit	PROPAQMD	123.00	100.86
8900-4017-30	DEP-READINESS PACK, 4 PACK KIT	PROPAQMD	320.00	262.40

**Stat-Padz II**

8900-0801-01	Stat-padz II Adult Multi-Function Electrodes, 1 Pair, 24 Month Shelf Life	AED_PRO ESER MSER SER XSER M2SER	69.00	51.75
8900-0802-01	Stat-padz II HVP Multi-Function Electrodes, 12 Pair per Case, 24 Month Shelf Life	AED_PRO ESER MSER SER XSER M2SER	580.00	435.00

**NIBP**

**Cuffs**

8000-000200	Cuff, Blood Pressure, Disposable, ISO Connector, Size 1 Neonate (Qty 10)	PROPAQM PROPAQMD SERIES	107.00	87.74
8000-000201	Cuff, Blood Pressure, Disposable, ISO Connector, Size 2 Neonate (Qty 10)	PROPAQM PROPAQMD SERIES	113.00	92.66
8000-000202	Cuff, Blood Pressure, Disposable, ISO Connector, Size 3 Neonate (Qty 10)	PROPAQM PROPAQMD SERIES	119.00	97.58
8000-000203	Cuff, Blood Pressure, Disposable, ISO Connector, Size 4 Neonate (Qty 10)	PROPAQM PROPAQMD SERIES	125.00	102.50
8000-000204	Cuff, Blood Pressure, Disposable, ISO Connector, Size 5 Neonate (Qty 10)	PROPAQM PROPAQMD SERIES	131.00	107.42
8000-0640	Neonatal Disposable Cuffs Size 1, 3 - 6 cm, Box of 20	XSERIES	110.00	90.20
8000-0641	Neonatal Disposable Cuffs Size 2, 4 - 8 cm, Box of 20	XSERIES	117.00	95.94
8000-0642	Neonatal Disposable Cuffs Size 3, 6 - 11 cm, Box of 20	ESERIES MSERIES RSEES XSERIES	122.00	100.04
8000-0643	Neonatal Disposable Cuffs Size 4, 7 -13 cm, Box of 20	ESERIES MSERIES RSEES XSERIES	128.00	104.96
8000-0644	Neonatal Disposable Cuffs Size 5 , 8 - 15 cm, Box of 20	ESERIES MSERIES RSEES XSERIES	135.00	110.70
8300-0797-01	Neonatal Cuff Kit, One Each of Sizes #1 - #5, Single Tube with Male Luer Connector	ESERIES MSERIES RSEES XSERIES	33.00	27.06
SOFT-07-2MQ	Disposable Cuff, Soft Infant, 2-Tube, Twist Lock Connector, Case of 20	ESERIES MSERIES XSEES	213.00	174.66
SOFT-08-2MQ	Small Child Cuff, 12 - 16 cm, 2-Tube with Twist Lock Connector, Case of 20	ESERIES MSERIES XSEES	213.00	174.66
SOFT-09-1MQ	Child Cuff, 15 - 21 cm, Single Tube with Twist-Lock Connector, Case of 20	ESERIES MSERIES XSEES	202.00	165.64
SOFT-09-2MQ	Child Cuff, 15 - 21 cm, 2-Tube with Twist Lock Connector, Case of 20	ESERIES MSERIES XSEES	213.00	174.66
SOFT-10-1MQ	Adult Small Cuff, 20 - 26 cm, Single Tube with Twist-Lock Connector, Case of 20	ESERIES MSERIES XSEES	226.00	185.32
SOFT-10-2MQ	Small Adult Cuff, 2-Tube with Twist Lock Connector, Case of 20	ESERIES MSERIES XSEES	238.00	195.16
SOFT-11-2MQ	Adult Cuff, 25 - 34 cm, 2-Tube with Twist Lock Connector, Case of 20	ESERIES MSERIES XSEES	238.00	195.16
SOFT-11L-2MQ	Adult Long Cuff, 2-Tube with Twist Lock Connector, Case of 20	ESERIES MSERIES XSEES	275.00	225.50
SOFT-12-1MQ	Large Adult Cuff, 32 - 43 cm, Single Tube with Twist-Lock Connector, Case of 20	ESERIES MSERIES XSEES	226.00	185.32
SOFT-12-2MQ	Large Adult Cuff, 32 - 43 cm, 2-Tube with Twist Lock Connector, Case of 20	ESERIES MSERIES XSEES	238.00	195.16

**Consumables**

**NIBP**

**Cuffs**

SOFT-12L-2MQ	Large Adult Long, 32 - 43 cm, 2-Tube with Twist Lock Connector, Case of 20	ESERIES MSERIES XSEES	275.00	225.50
SOFT-13-1MQ	Adult Thigh Cuff, 40 - 55 cm, Single Tube with Twist-Lock Connector, Case of 20	ESERIES MSERIES XSEES	299.00	245.18
SOFT-13-2MQ	Adult Thigh Cuff, 2-Tube with Twist Lock Connector, Case of 20	ESERIES MSERIES XSEES	323.00	264.86

**Paper**

**Recorder Paper**

001739-U	ECG Plain White Paper - 40 mm (Three Rolls = One Box)	PROPAQMD	24.00	19.68
8000-000875-01	PAPER, THERMAL, 80MM ROLL, TSI, BPA-FREE (BOX OF 6)	XSERIES	30.00	24.60
8000-000876-01	PAPER, THERMAL, 80MM ROLL, TSI, W/GRID, BPA-FREE (BOX OF 6)	XSERIES	30.00	24.60
8000-000877-01	RECORDER PAPER, 90MM FOLD, 10 PACK, BPA-FREE	RSERIES	47.00	37.60

**SPO2 Cables and Sensors**

**Sensors**

8000-000456	Masimo Single Patent Ear Sensor, LNCS E1 (BOX OF 10)	XSERIES	519.00	425.58
8000-000457	Masimo Single Patient Ear Sensor, M-LNCS E1 (BOX OF 10)	XSERIES	519.00	425.58
8000-000462	Rainbow, R1-25L Adult Adhesive Sensors, SpHb, SpO2, SPMet (10 PER BOX)	XSERIES	1,335.00	1,094.70
8000-000468	Rainbow, R1-25 Butterfly Adult Adhesive Sensors, SpHb, SpO2, SPMet	XSERIES	1,335.00	1,094.70
8000-000469	Rainbow, R1-20 Butterfly Pediatric Adhesive Sensors, SpHb, SpO2, SPMet	XSERIES	1,335.00	1,094.70
8000-000475	Masimo, M-LNCS ADTX, Adult Adhesive Sensor (20 PER BOX)	ESERIES MSERIES RSEES XSERIES	396.00	324.72
8000-000476	Masimo, M-LNCS PDTX-3, Pediatric Adhesive Sensor (20 PER BOX)	ESERIES MSERIES RSEES XSERIES	414.00	339.48
8000-000477	Masimo M-LNCS INF-3, Infant Adhesive Sensor (20 PER BOX)	ESERIES MSERIES RSEES XSERIES	524.00	429.68
8000-000478	Masimo, M-LNCS NEOPT-3, Neonatal Preterm Adhesive Sensor (20 PER BOX)	ESERIES MSERIES RSEES XSERIES	573.00	469.86
8000-001463	Rainbow, R1-20L Infant Adhesive Sensors, SpHb, SpO2, SPMet (10 PER BOX)	XSERIES	1,335.00	1,094.70
8000-0320	SpO2 LNCS Disposable Adult Sensors, Box of 20	ESERIES MSERIES RSEES XSERIES VENT	396.00	324.72
8000-0321	SpO2 LNCS Disposable Pediatric Sensors, Box of 20	ESERIES MSERIES RSEES XSERIES VENT	457.00	374.74
8000-0322	SpO2 LNCS Disposable Infant Sensors, Box of 20	ESERIES MSERIES RSEES XSERIES VENT	542.00	444.44
8000-0323	SpO2 LNCS Disposable Neonatal Sensors, Box of 20	ESERIES MSERIES RSEES XSERIES	542.00	444.44
8000-0324	SpO2 LNCS Disposable Preterm Neonatal Sensors, Box of 20	ESERIES MSERIES RSEES XSERIES	604.00	495.28
8000-0336	SpO2/SpCO/SPMet Rainbow Single use Sensors: Patients > 30 kg, Box of 10 (Rainbow Single use Sensor for Patients > 30 kg)	XSERIES	847.00	694.54
8000-0337	SpO2/SpCO/SPMet Rainbow Single use Sensors: Patients < 3kg, > 30 kg, Box of 10 (Rainbow Single use Sensor for Patients < 3kg, > 30 kg)	XSERIES	847.00	694.54
8000-0339	SpO2/SpCO/SPMet Rainbow Single use Sensors: Patients 10-50 kg, Box of 10 (Rainbow Single use Sensor for Pediatrics 10 - 50 kg)	XSERIES	969.00	794.58

**Consumables**

**SPO2 Cables and Sensors**

**Sensors**

8000-0340	SpO2/SpCO/SPMet Rainbow Single use Sensors: Infant Patients 3-30 kg (10 Per Box)	XSERIES	969.00	794.58
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**Temperature Cables and Sensors**

**Cables**

8000-0674	Disposable Temperature Sensor Adapter Cable	ESERIES MSERIES XSEES	79.00	64.78
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**Sensors**

8000-0672	YSI Single use Adult Esophageal Rectal Probe	PROPAQMD XSERIES	19.00	15.58
8000-0673	YSI Single use Adult Skin Temperature Probe	PROPAQMD XSERIES	19.00	15.58

**Training**

**Electrodes**

8900-000861-01	Trainer Electrode, Pedi-padz II, 6 Pairs per Case, 24 Month Shelf Life	AED_PLUS	152.00	114.00
8900-0185	Replacement OneStep Training CPR A/P Electrodes (8 Per Case)	MSERIES RSERIES XSEES	127.00	104.14
8900-0190	Training CPR Stat-padz. Includes One Training Cable with CPR Sensor, Y Connector for Simulator Connection, and One Pair of Replacement Training Electrodes.	ESERIES MSERIES RSEES XSERIES	114.00	93.48
8900-0195	Replacement Training Electrodes (CPR Stat-padz Case of 8). Includes 8 Pairs (Sternum and Apex Pad) of Replacement Electrodes for Training CPR Stat-padz.	ESERIES MSERIES RSEES XSERIES	102.00	83.64
8900-0240-01	OneStep Training Cable and Electrode. Includes One Training Cable with CPR Sensor and Y-Connector for Simulator Connection and One Pair of Replacement CPR A/A Pads.	MSERIES RSERIES XSEES	178.00	145.96
8900-0245-01	Replacement OneStep Training Electrodes (CPR A/A Format) (8 Per Case)	MSERIES RSERIES XSEES	127.00	104.14
8900-0805-01	Training Electrodes, Stat-padz II, 6 Pairs per Case, 24 Month Shelf Life	AED_PRO ESERIES MSERIES RSERIES XSERIES	145.00	108.75
8900-0809-01	Replacement CPR-D Demo Pads. Includes A Pair of CPR-D Replacement Electrode Pads with Tabbed Pull-Away Gel Covers Without the CPR Sensor Assembly. Can Be Used to Replace Worn or Frayed Pads From Complete CPR-D Demo Pad.	AED_PLUS AED_PRO	46.00	34.50
8900-5007	CPR-D DEMO ELECTRODES W/CABLE	ALL_AED	148.00	111.00

**Miscellaneous**

8900-0803-01	Replacement Adhesive Gels for CPR-D-padz - Training Electrode Replacements, 5 Pair/case. 12 month shelf life	AED_PLUS AED_PRO	47.00	36.33
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**Ventilator**

**Circuits**

820-0106-00	Disposable Circuit, 731 Vent, Single Limb, Wye, Adult/Pedi	VENT731	20.00	15.40
820-0106-15	Disposable Circuit, 731 Vent, Single Limb, Wye, Adult/Pedi, Case of 15	VENT731	274.00	210.98
820-0107-00	Disposable Circuit, 731 Vent, Single Limb, Wye, Infant/Pedi	VENT731	22.00	16.94
820-0107-20	Disposable Circuit, 731 Vent, Single Limb, Wye, Infant/Pedi, Case of 20.	VENT731	413.00	318.01
820-0130-10	Adult/Pediatric 12 foot circuit (MRI use) Case of 10.	VENT731	378.00	291.06
820-0131-10	Infant/Pediatric 12 foot circuit (MRI Use), Case of 10.	VENT731	438.00	337.26

**Consumables**

**Ventilator**

**CPAP**

334-0125-00	CPAP Harness Only, disposable, single patient use, can be used with Size 4, 5, and 6 size masks.	VENT731	20.00	17.00
334-0125-10	Harness, Mask, Universal	VENT731	192.00	163.20
712-0002-00	CPAP Mask and Harness Kit #5, Adult, Each	VENT731	35.00	29.75
712-0002-20	CPAP Mask and Harness Kit #5, Adult, Case of 20	VENT731	662.00	562.70
712-0002-50	CPAP Mask and Harness Kit #5, Adult, Case of 50	VENT731	1,702.00	1,446.70
712-0003-00	CPAP Mask and Harness Kit #6, Large Adult	VENT731	35.00	29.75
712-0003-20	CPAP Mask and Harness Kit #6, Large Adult, Case of 20	VENT731	662.00	562.70
712-0003-50	CPAP Mask and Harness Kit #6, Large Adult, Case of 50	VENT731	1,702.00	1,446.70
712-0004-00	CPAP Mask and Harness Kit #4, Child, Each	VENT731	34.00	28.90
712-0004-20	CPAP Mask and Harness Kit #4, Child, Case of 20	VENT731	681.00	578.85
712-0004-50	CPAP Mask and Harness Kit #4, Child, Case of 50	VENT731	1,653.00	1,405.05
812-0006-00	Mask, CPAP, #1 Small Infant	VENT731	11.00	9.35
812-0006-20	KIT, MASK, CPAP, #1, SMALL INFANT, CASE/20	VENT731	225.00	191.25
812-0007-00	Mask, CPAP, #2, Infant	VENT731	11.00	9.35
812-0007-20	KIT, MASK, CPAP, #2, INFANT, CASE/20	VENT731	225.00	191.25
812-0008-00	Mask, CPAP, #3, Small Child	VENT731	11.00	9.35
812-0008-20	KIT, MASK, CPAP, #3, SMALL CHILD, CASE/20	VENT731	225.00	191.25
812-0009-00	Mask, CPAP, #4 Child	VENT731	11.00	9.35
812-0009-20	KIT, MASK, CPAP, #4, CHILD, CASE/20	VENT731	225.00	191.25
812-0010-00	Mask, CPAP, #5 Regular Adult	VENT731	11.00	9.35
812-0010-20	KIT, MASK, CPAP, #5, ADULT, CASE/20	VENT731	225.00	191.25
812-0011-00	Mask, CPAP, #6 Large Adult	VENT731	11.00	9.35
812-0011-20	KIT, MASK, CPAP, #6, LARGE ADULT, CASE/20	VENT731	225.00	191.25

**Filters**

465-0024-00	Bacterial/Viral filter (Case of 50)	VENT731	499.00	424.15
465-0025-00	Bacterial/Viral filter +HME, Case of 20	VENT731	414.00	351.90

**HME**

820-0053-00	Disposable heat moisture exchangers for ventilators, adult, CASE OF 50	VENT731	487.00	413.95
820-0108-00	Low Dead Space Heat Moisture Exchanger, Less than 75cc, Adult, Case of 20	VENT731	318.00	270.30
820-0109-00	Low Dead Space Heat Moisture Exchanger, Less than 25cc, Pediatric, Case of 50	VENT731	770.00	654.50
820-0110-00	Low Dead Space Heat Moisture Exchanger, Less than 10cc, Infant, Case of 30	VENT731	439.00	373.15

**Miscellaneous**

820-0132-00	Test Lung for Demonstrations and Product Education, Dark Blue, 1 Liter	VENT731	203.00	172.55
825-0002-00	Assembly, Oxygen Hose, 6' Long	VENT731	50.00	42.50





**File Attachments for Item:**

A. Approve and authorize the Mayor to execute the Statewide Mutual Aid Agreement between the Town of Highland Beach and the State of Florida Division of Emergency Management, which enables the Town of Highland Beach to receive assistance in the event of a disaster or emergency.



# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

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**MEETING TYPE:** Town Commission Meeting

**MEETING DATE** *February 6th, 2023*

**SUBMITTED BY:** Glenn Joseph, Fire Chief

**SUBJECT:** Approve and authorize the Mayor to execute the Statewide Mutual Aid Agreement between the Town of Highland Beach and the State of Florida Division of Emergency Management, which enables the Town of Highland Beach to receive assistance in the event of a disaster or emergency.

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**SUMMARY:**

The State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency. It allows local governmental agencies to request assistance to control and mitigate emergencies or disasters that exceed their ability to handle efficiently and respond to and assist other State agencies that may require a multi-agency response.

The statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area.

The Agreement secures the benefits of mutual aid and the protection of life and property at major emergencies and disasters.

The Agreement is beneficial in our mission to protect our residents' safety and quality of life.

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**FISCAL IMPACT:**

No funding is needed to approve the Statewide Mutual Aid Agreement.

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**ATTACHMENTS:**

Statewide Mutual Aid Agreement

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**RECOMMENDATION:**

Approve and adopt the Statewide Mutual Aid Agreement as presented and authorize the mayor to execute the Agreement.





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management (“the Division”) and the local government (“Participating Party”) signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

### ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The “Agreement” is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement (“SMAA”).



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

## ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

## ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

## ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)<sup>1</sup>.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

## ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

<sup>1</sup> FDEM approved documents such as activity logs and mutual aid forms can be found at:  
[https://portal.floridadisaster.org/projects/FROC/FROC\\_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D](https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D)





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

## ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



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- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

## ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



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- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



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## ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA' s Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



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supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

## ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Any Participating Party that elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement shall be provided to each Participating Party.
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

## ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



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regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

## ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



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- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

**NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.**

*The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.*

*FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.*

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement on the date specified below:





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A CITY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

ATTEST:  
CITY CLERK

CITY OF \_\_\_\_\_  
STATE OF FLORIDA

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

City Attorney

**File Attachments for Item:**

B. Consideration of a request for land filling approval for a portion of the property located at 4801 South Ocean Boulevard.



# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

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**MEETING TYPE:** Town Commission Meeting

**MEETING DATE:** February 6, 2024

**SUBMITTED BY:** Ingrid Allen, Town Planner, Building Department

**SUBJECT:** Request for land filling approval for a portion of the property located at 4801 South Ocean Boulevard.

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## SUMMARY:

On January 11, 2024, the Applicant received Planning Board approval for an amendment to a previously approved special exception request (Development Order No. 21-0008) to install a 465 square foot marginal dock, and a 257 linear foot seawall and cap for the property located at 4801 South Ocean Boulevard within the Boca Highlands development (Development Order No. 23-0010). As part of the latter request, the Applicant proposes to backfill an 830 square foot area located behind the new seawall and current seawall. The project will change the design of a portion of the current seawall from a zig-zag configuration to a linear configuration. The Planning Board's approval was contingent upon Town Commission approval of a land fill permit pursuant to Chapter 14 of the Town Code of Ordinances.

According to Section 14.1 of the Town Code of Ordinances, the following provisions pertaining to "land filling" apply:

*Any person desiring to add to or extend any lands, areas, including submerged lands, to remove sand, rock or earth from any submerged lands, to construct a finger canal, lagoon or yacht basin within the territorial limits of the town by any means, including, but not limited to, hydraulic dredging, pumping, dragline, dynamiting or shovel, **shall first make application to the town commission for permission to do so.** Such written application shall be accompanied by a plan or drawing showing the area to be filled and also showing the area from which any fill material is to be dredged or removed by other means. Specifications sufficient in detail as to clearly outline how the dredging or filling procedure will take place must also accompany the application.*

The Applicant has provided a narrative regarding the fill operation and materials along with an accompanying plan (approved by the Planning Board on January 11, 2024 (Development Order No. 23-0010) showing the area to be filled (see attached 11X17 plans). The Applicant has received both Florida Department of Environmental Protection and US Army Corps of Engineers approval for the installation of such proposed fill. The corresponding file numbers for each agency are provided in the table below.

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<b>PROPOSED ACTIVITY</b>	<b>FDEP (FILE NO.)</b>	<b>ACOE (FILE NO.)</b>
Seawall and dock including fill.	50-196034-008-EM	SAJ-2007-01043 (NWP/GP-KMM

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**FISCAL IMPACT:**

N/A

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**ATTACHMENTS:**

Applicant's fill narrative  
January 11, 2024 Planning Board staff report and backup materials

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**RECOMMENDATION:**

At the discretion of the Town Commission



# B&M MARINE CONSTRUCTION, INC.

# cg c052820

November 15, 20223

Per request of: Town of Highland Beach Building Department

## Explanation of Fill Operations –

The new seawall to be installed will create a wide opening between it and the existing seawall at the area of the numerous zigzag turns in the existing seawall. This void is shown on SHT-2 Item #10, SHT-3 Item #10, and SHT-5 Item #9.

This void will be filled with clean fill material from offsite sources. The fill operations will not proceed until the new seawall is in place, however, some initial fill materials may need to be placed prior to completion of the new seawall to keep the new seawall panels in an upright position.

The fill materials will be brought by truck and dumped into the void and spread out and levelled by crane or backhoe. The materials will be placed in approximately 8 to 12-inch layers. Each layer will be tamped down to remove air pockets and compact the materials. This will be repeated until all the fill materials are placed and the desired final grade is achieved.

A handwritten signature in cursive script that reads "D. Nutter".

David Nutter

B & M Marine Construction, Inc.



## HIGHLAND BEACH BUILDING DEPARTMENT

3614 S. Ocean Boulevard  
Highland Beach, FL 33487  
Ph: (561) 278-4540

## PLANNING BOARD STAFF REPORT

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**MEETING OF:**       **JANUARY 11, 2024**

**TO:**                   **PLANNING BOARD**

**FROM:**              **INGRID ALLEN, TOWN PLANNER**

**SUBJECT:**           **APPLICATION BY B&M MARINE CONSTRUCTION, INC. FOR AN AMENDMENT TO A PREVIOUSLY APPROVED SPECIAL EXCEPTION REQUEST (DEVELOPMENT ORDER NO. 21-0008) TO INSTALL A 465 SQUARE FOOT MARGINAL DOCK, AND A 257 LINEAR FOOT SEAWALL AND CAP, FOR THE PROPERTY LOCATED AT 4801 SOUTH OCEAN BOULEVARD (APPLICATION NO. 23-0010)**

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### I. GENERAL INFORMATION:

**Applicant (Property Owner):**       Boca Highland Center, Inc.  
4801 South Ocean Boulevard  
Highland Beach, FL 33487

**Applicant's Agent:**                 David Nutter  
B & M Marine Construction, Inc.  
1211 South Military Trail, #220  
Deerfield Beach, FL 33442

**Property Characteristics:**

**Comprehensive Plan Land Use:**    Multi Family Low Density

**Zoning District:**                    Residential Multiple Family Low Density (RML)

**Parcel PCN#:**                         24-43-47-09-00-001-0100

**Property Background:**

On November 10, 2021, the Planning Board approved a Special Exception request to install a 1,315 square foot marginal dock, a 271 linear foot seawall and cap, a 120 square foot finger pier, and a 16,000 pound capacity boat lift for the property (Development Order No. No. 21-0008) motion carried 6-0).

**Request and Analysis:**

The Applicant is requesting an amendment to a previously approved special exception request (Development Order No. 21-0008) to install a 465 square foot marginal dock, and a 257 linear foot seawall and cap for the property located at 4801 South Ocean Boulevard within the Boca Highlands development. As indicated above, the Applicant received a special exception approval from the Planning Board on November 10, 2021; however, the Applicant wishes to amend the square footage of the marginal dock and the linear footage of the seawall and cap as follows:

<b>STRUCTURE TYPE</b>	<b>ORIGINAL APPROVAL</b>	<b>AMENDMENT</b>
DOCK	1,315 square feet (includes 3.8' x 2.5' extension).	465 square feet
SEAWALL/CAP	271 linear feet	257 linear feet

The previously approved 120 square foot finger pier, and 16,000 pound capacity boat lift are to remain unchanged. The Applicant also proposes to backfill an 830 square foot area between the existing and new seawall. Pursuant to Section 14.1 of the Town Code, the following provisions pertaining to “land filling” apply:

*Any person desiring to add to or extend any lands, areas, including submerged lands, to remove sand, rock or earth from any submerged lands, to construct a finger canal, lagoon or yacht basin within the territorial limits of the town by any means, including, but not limited to, hydraulic dredging, pumping, dragline, dynamiting or shovel, shall first **make application to the town commission for permission to do so.** Such written application shall be accompanied by a plan or drawing showing the area to be filled and also showing the area from which any fill material is to be dredged or removed by other means. Specifications sufficient in detail as to clearly outline how the dredging or filling procedure will take place must also accompany the application.*

As noted above, a land fill request will be reviewed and considered by the Town Commission.

The Applicant has obtained both Florida Department of Environmental Protection (FDEP) and US Army Corps of Engineers (ACOE) approval for the above-referenced items. The corresponding file/permit numbers for each agency are provided in the table below. Note that the FDEP and ACOE approvals reference the proposed marginal dock at 476 square feet rather than 465 square feet as proposed on the Applicant’s request to the Town (see Applicant’s narrative table provided as part of the Application). The Applicant indicates that the area used for the FDEP and ACOE approvals was calculated using total length and width without regard to the dock corners (see “square footage note” on sheet 2 of 9 of Applicant plans).

<b>FDEP (PERMIT NO.)</b>	<b>ACOE (FILE NO.)</b>
50-196034-008-EM	SAJ-2007-01043 (NWP/GP-KMM)

Pursuant to Section 6-128(b) of the Town Code, all seawalls west of State Road A1A shall be at Base Flood Elevation (BFE) or higher as provided by the FEMA FIRM maps. The BFE for the property is currently at 6 feet. The Applicant’s proposed seawall is 6.0 feet NAVD.

Section 30-67(b) of the Town Code indicates that docks, seawalls, and boat lifts in the Residential Multiple Family Low Density (RML) zoning district require special exception approval by the Planning Board. Section 30-36(a) of the Town code states that the Planning Board may approve, approve with conditions, or deny a request for special exception relating to seawalls, bulkheads, retaining walls and accessory marine facilities.

If the Planning Board approves the request, the Applicant will be required to obtain a building permit from the Town of Highland Beach Building Department following such approval and prior to initiation of construction. Pursuant to Section 30-21(g) of the Town Code, commencement of construction shall be initiated within two (2) years following the date of approval by the Planning Board.

Staff reviewed the Applicant’s proposed request and finds that it is consistent with the special exception provisions of Section 30-36 of the Town Code, were applicable, and consistent with the Town Comprehensive Plan and Code of Ordinances. If the Planning Board should grant approval of the request, staff recommends the following condition of approval which is based on the Applicant’s plan set, date stamped received by the Building Department on December 14, 2023:

1. Contingent upon Town Commission approval of a land fill permit pursuant to Chapter 14 of the Town Code of Ordinances.

**Should you have any questions, please feel free to contact me at (561) 637-2012 or [iallen@highlandbeach.us](mailto:iallen@highlandbeach.us)**

- Attachments: Application**  
**Aerials**  
**FDEP approval**  
**ACOE approval**  
**HOA approval**  
**Applicant Plans (11X17)**





# TOWN OF HIGHLAND BEACH DEVELOPMENT APPROVAL APPLICATION

Application # \_\_\_\_\_

I request a hearing regarding the terms of the Zoning Ordinances of the Town of Highland Beach. This request relates to the property and zoning requirements set forth in this application.

PROPERTY INFORMATION ASSOCIATED WITH THIS APPLICATION	
Address: 4801 S Ocean Blvd, Highland Beach, FL 33487	PCN: 24-43-47-09-00-001-0100
Full Legal Description of the Property [as described in the deed] or reference to an attachment: 9-47-43, PT OF N 1/2 OF GOV LTS 1 & 2 & PT BET F/K/A LAGOON IN TRS DEEDS 20336, 20335 & 20334 AS IN OR3861P457 (LESS OR3763PGS1106 & 1108) K/A ENTRANCEWAY, SOUTH MARINA, BEACH CLUB PAR & RDWYS 1 2 & 4 & MARINA PARKING OR669P867	
Zoning District: RML	What is the location of the installation? <input type="checkbox"/> Intracoastal Waterway (ICW) <input checked="" type="checkbox"/> Interior Canal/Basin <input type="checkbox"/> N/A

PROPERTY OWNER (APPLICANT) INFORMATION		
Name: Boca Highland Center, Inc.	Phone: 561-391-2461	Fax: 561-416-2134
Mailing Address: 4801 S Ocean Blvd, Highland Beach, FL 33487		
Email Address: kande@bocahighland.com		

APPLICANT'S AGENT INFORMATION		
Name: David Nutter	Phone: 954-421-1700	Fax:
Company Name: B & M Marine Construction, Inc		
Mailing Address: 1211 S Military Trail #200, Deerfield Beach, FL 33442		
Email Address: permits@bm-marine.com		

**Provide a detailed description of the project application (use additional pages if necessary):**

Repair seawall with new concrete panel & piling seawall in front of existing -  
 176' of new seawall to be placed 19" to 22" in front of existing (measured wetface to wetface)  
 81' of new seawall to be placed up to 29' in front of existing (measured wetface to wetface)  
 Removal of 103' of existing seawall (after installation of new seawall)

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Replace mooring structures -  
 Replace existing pier with new 30' x 4' wood pier in same location on new wood piles  
 Existing lift and piles to be removed and reinstalled after new dock and pier are constructed  
 Removal of six existing mooring piles  
 Approx. 104' of existing 3' wide dock and piles removed during initial commencement of project (Approx. 312sf)  
 Removal of 151' of existing 4' wide dock (636sf) and piles  
 Reconstruction of 93' of new 5' wide dock (476sf) on new wood piles

I give permission to the members of the Town Commission, Planning Board and staff to inspect the property for the purpose of this application. I declare that all statements made herein are true, based upon the best available information. Willful false statements may jeopardize the validity of my application or any decision issued thereon. I have fully read the information outlining the application requirements. With this application, I am submitting the necessary supporting materials listed.

Applicant's Signature: Keith Newfield Date: 8/3/23  
Applicant's Printed Name Keith Newfield

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*Received by the Town Clerk's Office:*

Received By: \_\_\_\_\_ Date: \_\_\_\_\_

Date Public Notices Mailed: \_\_\_\_\_

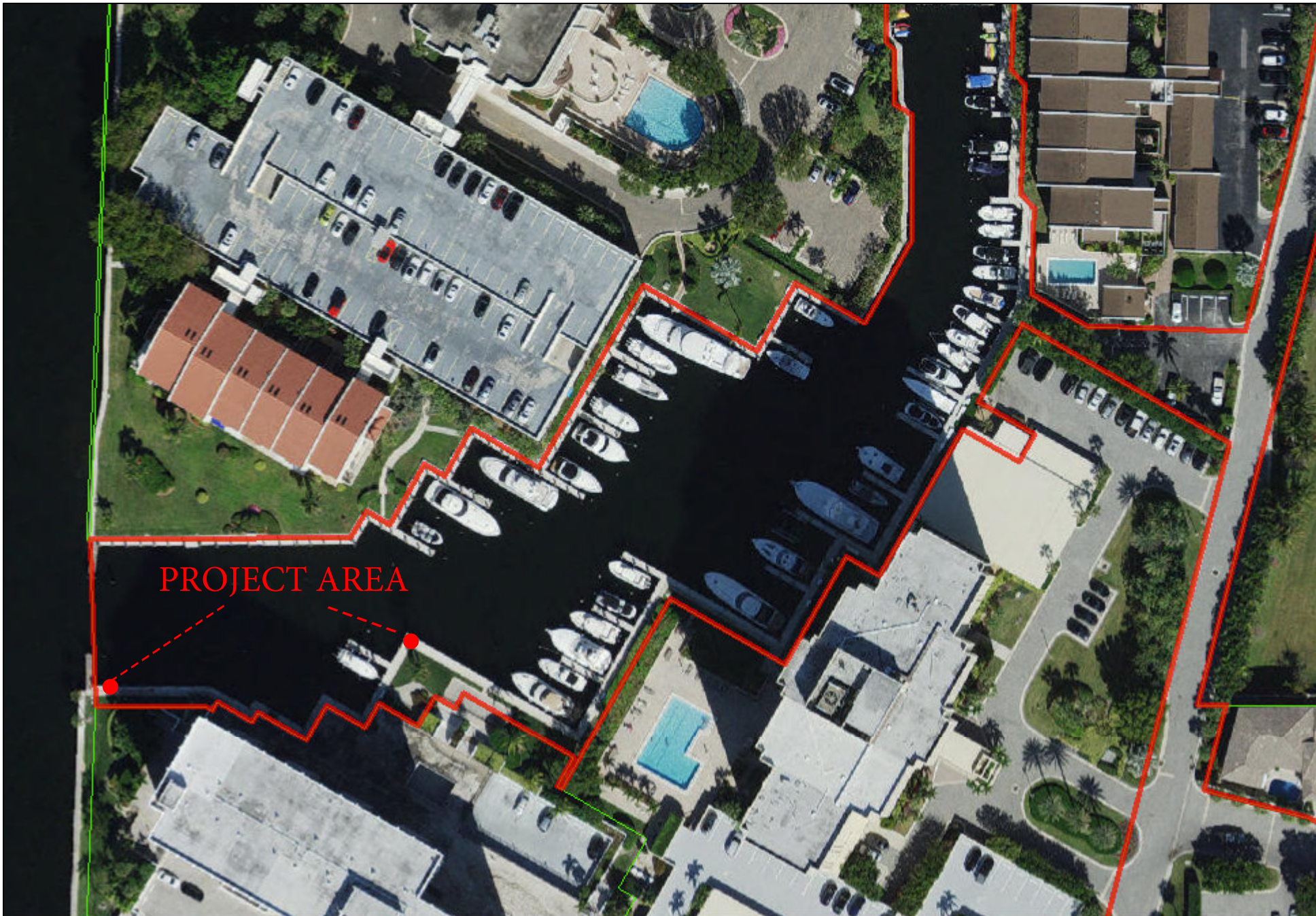
Date Legal Advertisement Published: \_\_\_\_\_

STRUCTURE	ORIGINALLY APPROVED	REQUESTED	CHANGE	REASON FOR CHANGE
EXISTING SEAWALL	275LF OF EXISTING SEAWALL TO REMAIN	172LF OF EXISTING SEAWALL TO REMAIN; 103LF OF EXISTING SEAWALL TO BE REMOVED	103LF	PORTION OF EXISTING SEAWALL TO BE REMOVED WHERE NEW SEAWALL WILL BE STRAIGHTENING THE CANAL
NEW SEAWALL	271LF OF NEW SEAWALL IN FRONT OF EXISTING	257LF OF NEW SEAWALL IN FRONT OF EXISTING	14LF	NEW SEAWALL WILL STRAIGHTEN THE CANAL REDUCING THE TOTAL LENGTH OF NEW WALL
EXISTING DOCK TO BE REMOVED	263LF OF EXISTING DOCK TO BE REMOVED	158LF OF EXISTING DOCK TO BE REMOVED; 104LF OF EXISTING DOCK REMOVED DURING INITIAL JOB COMMENCEMENT	104LF	PORTION OF EXISTING DOCK WAS REMOVED PRIOR TO THIS MODIFICATION REQUEST DURING THE INITIAL JOB COMMENCEMENT
NEW DOCK	262' x 5'	93' x 5'	169LF	NO NEW DOCK WILL BE INSTALLED ALONG THE BEGINNING OF THE NEW SEAWALL REDUCING THE LENGTH OF THE NEW DOCK
PIER	REMOVED & REBUILT AS 30' x 4'	REMOVED & REBUILT AS 30' x 4'	NONE	N/A
LIFT	TO BE REMOVED AND REINSTALLED	TO BE REMOVED AND REINSTALLED	NONE	N/A

NOTE REGARDING DOCK SQUARE FOOTAGE:

THE PLANS INDICATE A DOCK SQUARE FOOTAGE OF 476SF, HOWEVER THE ABOVE DOCK DIMENSIONS CALCULATE TO 465SF. THE DIFFERENCE IS DUE TO THE SHAPE OF THE DOCK THAT INCLUDES CORNERS.

A SIMPLE MULTIPLICATION OF THE TOTAL LENGTH AND WIDTH WILL NOT RESULT IN THE TOTAL AREA STATED, DUE TO THE CORNERS ALONG THE LENGTH OF THE DOCK. SIMPLE MULTIPLICATION OF THE LENGTH AND WIDTH WILL CAUSE SOME CORNERS TO BE DUPLICATED AND SOME CORNERS TO BE MISSED. THE TOTAL AREA WAS CALCULATED ELECTRONICALLY USING THE CAD PROGRAM THAT WAS USED TO DRAW THE PLANS.

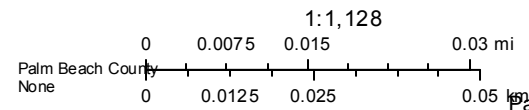


PROJECT AREA

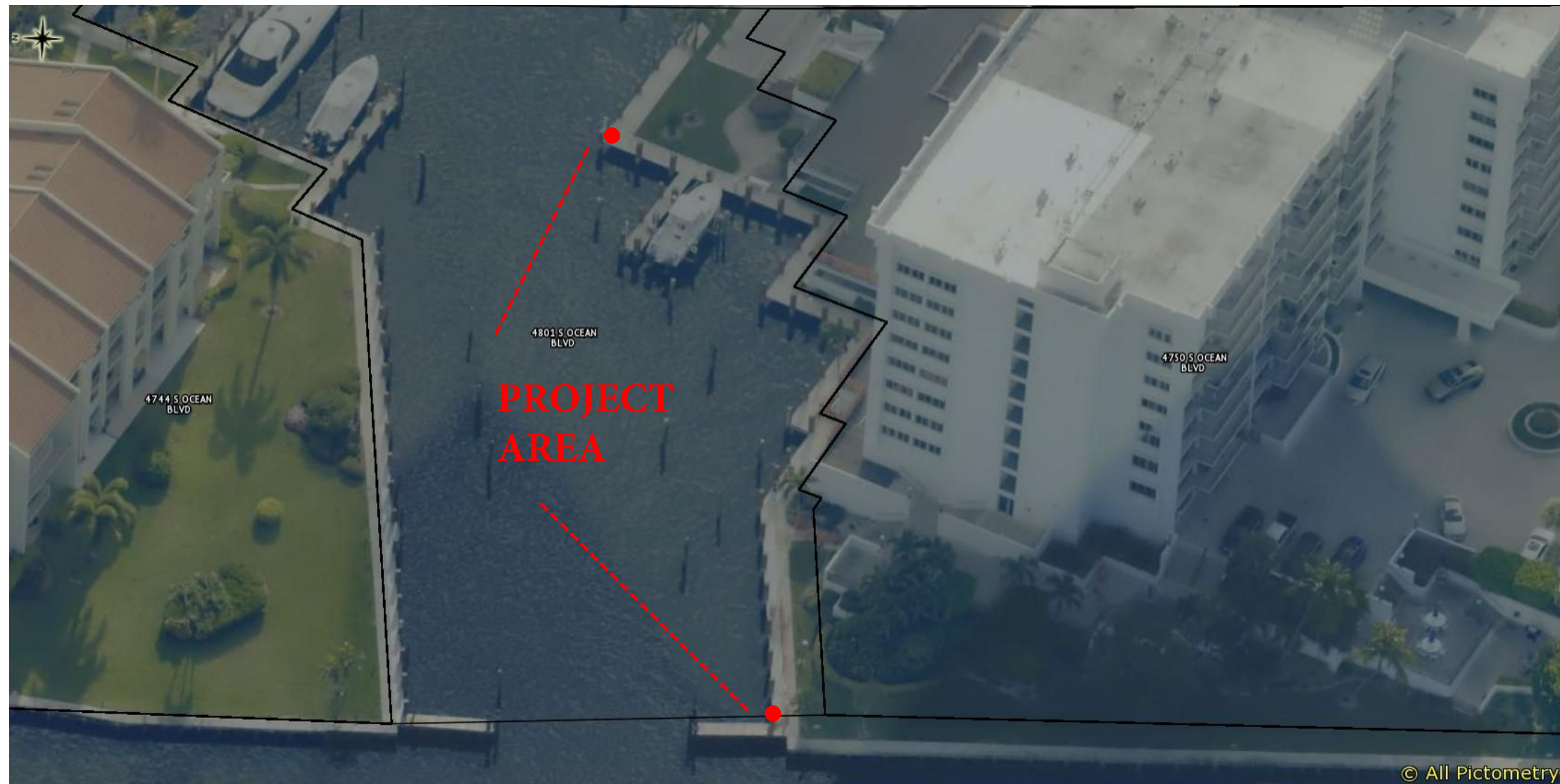


Created by: Palm Beach County

# 4801 South Ocean Boulevard



# 4801 South Ocean Boulevard



RE: DEP 50-196034-008-EM SAJ-2007-01043

From: Sattelberger, Danielle (danielle.sattelberger@floridadep.gov)

To: nutt3839@bellsouth.net

Date: Wednesday, November 8, 2023 at 08:13 AM EST

Dave,

The position of the lift will not impact the validity of DEP's permit.

For any future ERP related matters, please contact William Lange. He is the new ERP manager and can be reached at [William.Lange@FloridaDEP.gov](mailto:William.Lange@FloridaDEP.gov). I now oversee the State 404 Program.

Thank you,



**Danielle C. Sattelberger**

**Environmental Administrator**

Florida Department of Environmental Protection  
Southeast District – West Palm Beach  
3301 Gun Club Road, MSC 7210-1  
West Palm Beach, FL 33406

[Danielle.Sattelberger@FloridaDEP.gov](mailto:Danielle.Sattelberger@FloridaDEP.gov)

Office: (561) 681-6783



**From:** david nutter <nutt3839@bellsouth.net>

**Sent:** Monday, October 16, 2023 2:06 PM

**To:** Munoz, Gabriela <Gabriela.Munoz@FloridaDEP.gov>; Sattelberger, Danielle <Danielle.Sattelberger@FloridaDEP.gov>; Mallett Kaitlyn M CIV USARMY CESAJ (USA) <kaitlyn.m.mallett@usace.army.mil>

**Cc:** Kande bocahighland.com <kande@bocahighland.com>

**Subject:** Re: DEP 50-196034-008-EM SAJ-2007-01043

**EXTERNAL MESSAGE**

This email originated outside of DEP. Please use caution when opening attachments, clicking links, or responding to this email.

Danielle and Kaitlyn,

Once again I need to reach out to you due to a slight discrepancy between the building plans I submitted to the Town of Highland Beach and the plans Isiminger submitted the DEP and ACOE. This one concerns the position of the lift to be re-installed.

Please see pages 1, 2 and 9 of our plans, pages 10, 11 and 13 of the Corps authorization, and pages 14, 15 and 17 of the DEP authorization (all attached here).

Referring to the aerial view sheets, the Existing and Proposed Conditions -

- The Existing Conditions in all three (Page 1 in our plans, page 10 in the Corps and page 14 in the DEP) all show the existing lift at a slight rotation to the existing pier.
- The Proposed Conditions in the environmental authorizations (Page 11 in the Corps and page 15 in the DEP) continue to show the lift at this slight rotation to the rebuilt pier, but that is not how a lift would be installed.
- The Proposed Conditions in our plans (Page 2) show the lift rotated to be parallel with the pier, as this would be the proper and professional way to position the lift.
- The first lift pile, closest to the end of the pier will be in the same footprint as its existing position, with the lift and the remaining three piles rotated around that first pile, so the other inside pile is adjacent to the pier as well. This rotation shifts the piles approximately 11 to 16 inches.
  - 2nd lift pile (the 2nd one along the pier)- 11 inch shift
  - 3rd lift pile (the 1st outside pile) - 11.625 inch shift
  - 4th lift pile (the 2nd outside pile) - 16 inch shift - this shift is greater because it is the farthest one from the first pile

Referring to the cross sections -

- Page 13 in the Corps and page 17 in the DEP show the lift piles closer to the second and third pier piles and shows the lift piles 12 feet apart.
- Page 9 in our plans show the lift farther out along the pier and show the lift piles 11 feet, 6.75 inches apart.
- The cross section for the lift in our plans is based on the position of the first lift pile and the distance between the lift piles and shown in the Proposed Conditions.
- The position of the first lift pile from the end of the pier and the distance between the lift piles as shown in the our cross section is exactly matches that shown in all three of the Proposed Conditions pages.

The Town is requesting that the DEP and ACOE both respond as to whether the discrepancies described above are sufficient enough to invalidate your respective authorizations or are minor enough to be not be of a concern or to be handled with an as-built survey/plan/explanation at the close of the project.

Please let me know what your responses are. And feel free to call or contact me if you need any additional information.

David Nutter

B & M Marine Construction

[nutt3839@bellsouth.net](mailto:nutt3839@bellsouth.net)

On Tuesday, October 10, 2023 at 06:16:01 PM EDT, Sattelberger, Danielle <[danielle.sattelberger@floridadep.gov](mailto:danielle.sattelberger@floridadep.gov)> wrote:

Hi David,

The elevation of the grade landward of the cap will not impact the validity of DEP's permit.

Thank you,



**Danielle C. Sattelberger**

**Environmental Administrator**

Florida Department of Environmental Protection

Southeast District – West Palm Beach

3301 Gun Club Road, MSC 7210-1

West Palm Beach, FL 33406

[Danielle.Sattelberger@FloridaDEP.gov](mailto:Danielle.Sattelberger@FloridaDEP.gov)

Office: (561) 681-6783



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**From:** david nutter <[nutt3839@bellsouth.net](mailto:nutt3839@bellsouth.net)>

**Sent:** Tuesday, October 10, 2023 5:25 PM

**To:** Munoz, Gabriela <[Gabriela.Munoz@FloridaDEP.gov](mailto:Gabriela.Munoz@FloridaDEP.gov)>; Sattelberger, Danielle <[Danielle.Sattelberger@FloridaDEP.gov](mailto:Danielle.Sattelberger@FloridaDEP.gov)>; Kaitlyn Mallett <[kaitlyn.mallett@floridadep.gov](mailto:kaitlyn.mallett@floridadep.gov)>

**Cc:** Kande bocahighland.com <[kande@bocahighland.com](mailto:kande@bocahighland.com)>

**Subject:** DEP 50-196034-008-EM SAJ-2007-01043

**EXTERNAL MESSAGE**

This email originated outside of DEP. Please use caution when opening attachments, clicking links, or responding to this email.

Kaitlyn, Gabriela, and Danielle,

Please see the attached comments from the Town of Highland Beach regarding the seawall and dock at Boca Highlands. Also attached are the DEP and ACOE modifications and the latest signed plans.

Please see Comment #5 regarding the grade behind the new cap and respond at to whether the elevation of the grade landward of the cap will impact the validity of your authorizations for the seawall and dock work.

Feel free to call me on my cell (954-868-8476) if you have any questions or concerns.



David Nutter

B & M Marine Construction

[nutt3839@bellsouth.net](mailto:nutt3839@bellsouth.net)



RE: DEP 50-196034-008-EM SAJ-2007-01043

From: Sattelberger, Danielle (danielle.sattelberger@floridadep.gov)

To: nutt3839@bellsouth.net; Gabriela.Munoz@FloridaDEP.gov

Cc: kande@bocahighland.com

Date: Tuesday, October 10, 2023 at 06:16 PM EDT

Hi David,

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Thank you,



**Danielle C. Sattelberger**

**Environmental Administrator**

Florida Department of Environmental Protection

Southeast District – West Palm Beach

3301 Gun Club Road, MSC 7210-1

West Palm Beach, FL 33406

[Danielle.Sattelberger@FloridaDEP.gov](mailto:Danielle.Sattelberger@FloridaDEP.gov)

Office: (561) 681-6783



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**Sent:** Tuesday, October 10, 2023 5:25 PM

**To:** Munoz, Gabriela <Gabriela.Munoz@FloridaDEP.gov>; Sattelberger, Danielle <Danielle.Sattelberger@FloridaDEP.gov>; Kaitlyn Mallett <kaitlyn.mallett@floridadep.gov>

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David Nutter

B & M Marine Construction

[nutt3839@bellsouth.net](mailto:nutt3839@bellsouth.net)





# FLORIDA DEPARTMENT OF Environmental Protection

Southeast District Office  
3301 Gun Club Road, MSC 7210-1  
West Palm Beach, FL 33406  
561-681-6600

**Ron DeSantis**  
Governor

**Jeanette Nuñez**  
Lt. Governor

**Shawn Hamilton**  
Secretary

**Project Name:** Boca Highland Dock and Seawall

**Permittee/Authorized Entity:**

Boca Highland Beach Club  
c/o Douglas Hillman  
4801 South Ocean Blvd  
Highland Beach, FL 33487  
Email: [kande@bocahighland.com](mailto:kande@bocahighland.com)

**Authorized Agent:**

Isiminger & Stubbs Engineering, Inc.  
c/o Matt Butler  
Email: [mbutler@coastal-engineers.com](mailto:mbutler@coastal-engineers.com)

**Environmental Resource Permit - Granted**

**State-owned Submerged Lands Authorization – Not Applicable**

**U.S. Army Corps of Engineers / Section 404 Authorization – Separate Authorization  
Required**

**Permit No.:** 50-196034-008-EM

**Modification of Permit No.:** 50-196034-007-EI

**Permit Issuance Date:** March 6, 2023

**Permit Construction Phase Expiration Date:** March 6, 2028

## Environmental Resource Permit

Permit No.: 50-196034-008-EM

### PROJECT LOCATION

The activities authorized by this Permit are located within a canal located off the Intracoastal Waterway, Class III Waters, adjacent to 4801 South Ocean Boulevard, Highland Beach (Section 09, Township 47 South, Range 43 East), in Palm Beach County (Latitude N 26°23'28.0634", Longitude W -80°3'59.6422").

### PROJECT DESCRIPTION

This permit authorizes the following activities: removal of an existing finger pier, mooring pile, 636 sq. ft. portion of existing marginal dock, and a 103 ln. ft. portion of existing seawall; installation of a 4 ft. by 30 ft. (120 sq. ft.) finger pier, a 476 sq. ft. marginal dock, and a new boatlift; installation of a new 257 ln. ft. seawall, a new seawall cap and backfill approximately 310 cubic yards to level land.

This permit authorizes 1,426 ft<sup>2</sup> of work in surface waters. Submerged resources are not located within the project boundaries; therefore, there will be no adverse impacts to these resources. Mitigation is not required.

The attached standard manatee conditions (version 2011) shall be adhered to during all in-water work. Prior to construction commencement, weighted floating turbidity curtains, extending to within one-foot from the submerged bottom shall be utilized around the project area to ensure that any turbidity resulting from construction activities will be contained within the project boundaries. All water bodies, including any adjacent submerged aquatic vegetation outside the specific limits of construction authorized by this permit shall be protected from erosion, siltation, sedimentation, and/or scouring.

### AUTHORIZATIONS

#### Environmental Resource Permit

The Department has determined that the activity qualifies for an Environmental Resource Permit. Therefore, the Environmental Resource Permit is hereby granted, pursuant to Part IV of Chapter 373, Florida Statutes (F.S.), and Chapter 62-330, Florida Administrative Code (F.A.C.).

#### Sovereignty Submerged Lands Authorization

As staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), the Department has determined the activity is not subject to the requirements of Chapter 253, F.S., or Rule 18-21, F.A.C.

#### Federal Authorization

Your proposed activity as outlined on your application and attached drawings **does not qualify** for Federal authorization pursuant to the State Programmatic General Permit and a **SEPARATE permit** or authorization **shall be required** from the Corps. You must apply separately to the Corps using their APPLICATION FOR DEPARTMENT OF THE ARMY PERMIT, ENG FORM 4345, or alternative as allowed by their regulations. More information on Corps permitting may be found online in the Jacksonville District Regulatory Division Source Book at:

<https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book>.

Project Name: Boca Highland Dock and Seawall

Permit No.: 50-196034-008-EM

Page 2 of 12

Authority for review - an agreement with the USACOE entitled “Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection (or Duly Authorized Designee), State Programmatic General Permit”, Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

#### Coastal Zone Management

Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

#### Water Quality Certification

This permit also constitutes a water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. 1341.

#### Other Authorizations

You are advised that authorizations or permits for this activity may be required by other federal, state, regional, or local entities including but not limited to local governments or municipalities. This permit does not relieve you from the requirements to obtain all other required permits or authorizations.

The activity described may be conducted only in accordance with the terms, conditions and attachments contained in this document. Issuance and granting of the permit and authorizations herein do not infer, nor guarantee, nor imply that future permits, authorizations, or modifications will be granted by the Department.

#### PERMIT

The activities described must be conducted in accordance with:

- **The Specific Conditions**
- **The General Conditions**
- **The limits, conditions and locations of work shown in the attached drawings**
- **The term limits of this authorization**

You are advised to read and understand these conditions and drawings prior to beginning the authorized activities, and to ensure the work is conducted in conformance with all the terms, conditions, and drawings herein. If you are using a contractor, the contractor also should read and understand these conditions and drawings prior to beginning any activity. Failure to comply with these conditions, including any mitigation requirements, shall be grounds for the Department to revoke the permit and authorization and to take appropriate enforcement action.

Operation of the facility is not authorized except when determined to be in conformance with all applicable rules and this permit authorization, as described.

#### **SPECIFIC CONDITIONS- PROJECT FORMS & ATTACHMENTS**

(1) The attached project drawings (sheets 1 through 5); the Standard Manatee Conditions for In-Water Work, 2011; <http://www.fleppc.org/list/2015FLEPPCLIST-LARGEFORMAT-FINAL.pdf>; and DEP forms, 62-330.310(1); 62-330.310(2); 62-330.340(1); and 62-330.350(1), which may be downloaded at <http://www.dep.state.fl.us/water/wetlands/erp/forms.htm> become part of this permit.

Project Name: Boca Highland Dock and Seawall

Permit No.: 50-196034-008-EM

Page 3 of 12

If the permittee does not have access to the Internet, please contact the Department at (561) 681-6600 to request the aforementioned forms and/or document(s).

(2) If the attached permit drawings conflict with the specific conditions, then the specific conditions shall prevail.

### **SPECIFIC CONDITIONS - PRIOR TO CONSTRUCTION**

(3) After selection of the contractor to perform the authorized activities and prior to the initiation of any work authorized by this permit, the permittee (or authorized agent) and the contractor shall attend a pre-construction conference with a representative of the Department. It shall be the responsibility of the permittee to contact the Department's Compliance Assistance Program, by email [SED\\_Compliance@FloridaDEP.gov](mailto:SED_Compliance@FloridaDEP.gov), or by phone (561) 681-6600, to schedule the pre-construction conference.

(4) The permittee shall ensure that the permit conditions are explained to all construction personnel working on the project and for providing each contractor and subcontractor with a copy of this permit before the authorized work begins.

(5) Prior to the initiation of any work authorized by this permit, floating turbidity curtains with weighted skirts that extend to within one foot of the bottom shall be placed around the project site, and shall be maintained and remain in place for the duration of the project construction to ensure that turbid discharges do not occur outside the boundaries of the floating turbidity screens. The permittee shall be responsible for ensuring that turbidity control devices are inspected daily and maintained in good working order during all phases of construction authorized by this permit until all areas that were disturbed during construction are sufficiently stabilized to prevent turbid discharges.

### **SPECIFIC CONDITIONS – CONSTRUCTION ACTIVITIES**

(6) There shall be no storage or stockpiling of tools and materials (i.e., lumber, pilings, debris), along the shoreline adjacent to waters of the state. All excess lumber, scrap wood, trash, garbage, and any other type of debris shall be removed from wetlands/waters of the state within 14 days of completion of the work authorized in this permit. All construction equipment/tools and materials shall be transported to and from the site via upland roadways and barges and all equipment/tools and materials shall be stored on the uplands.

(7) All watercraft associated with the construction of the permitted structure shall operate within waters of sufficient depth to preclude bottom scouring, prop dredging or damage to submerged bottom or submerged resources. During all construction activities, there shall be a minimum of 1-foot clearance between the draft of the construction vessel/barge and the submerged bottom.

(8) The surrounding waterbody and marine resources located outside of the specific limits of construction, authorized by this permit, shall be protected from siltation, sedimentation, and/or scouring. Best management practices for turbidity and erosion control shall be implemented and maintained at all times during to prevent siltation and turbid discharges into the surface waters surrounding the project site.

(9) All wooden pilings used in construction of the dock shall be wrapped with an impervious membrane one-foot above the mean high-water line to one-foot below the substrate.

(10) No dredging or filling of submerged grass beds or live bottom communities are authorized by this permit.

**SPECIFIC CONDITIONS – MONITORING/REPORTING REQUIREMENTS**

(11) Turbidity levels outside the construction area shall not exceed 29 NTU's above background levels. The following measures shall be taken immediately by the permittee whenever turbidity levels within waters of the State surrounding the project site exceed 29 NTUs above background:

- a. Notify the Department at (561) 681-6600 at the time the violation is first detected.
- b. Immediately cease all work contributing to the water quality violation.
- c. Stabilize all exposed soils contributing to the violation. Modify the work procedures that were responsible for the violation, install more turbidity containment devices, and repair any non-functional turbidity containment devices.
- d. As required, perform turbidity monitoring per Specific Conditions.
- e. Resume construction activities once turbidity levels outside turbidity curtains fall below 29 NTUs.

(12) Turbidity Monitoring: Water turbidity levels shall be monitored if a turbidity plume is observed outside the limits of the required turbidity control devices. Samples shall be taken every four hours until turbidity subsides at one foot above the bottom, mid-depth, and one-foot below the surface at monitoring stations located as follows:

- a. Approximately 100 feet up-current of the work sites and clearly outside the influence of construction activities. (This shall serve as the natural background sample against which other turbidity readings shall be compared.)
- b. Directly outside the turbidity curtains surrounding the work sites and within the densest portion of any visible turbidity plume. (This sample shall serve as the compliance sample.)

(13) Turbidity Monitoring Reports: During the construction activities, the permittee or permittee's contractor shall collect the following turbidity monitoring data at the frequency and water depths directed by the Specific Condition above:

- a. Date and time of sampling event
- b. Turbidity sampling results (background NTUs, compliance NTUs, and the difference between them)
- c. Description of data collection methods
- d. An aerial map indicating the sampling locations
- e. Depth of sample(s)
- f. Weather conditions at times of sampling
- g. Tidal stage and direction of flow



Data shall be collected in a turbidity log and shall include a statement by the individual responsible for implementation of the sampling program attesting to the authenticity, precision, limits of detection, and accuracy of the data. The turbidity log shall be scanned and sent on a weekly basis to the Department's ERP Compliance Assurance Program via email at [SED\\_Compliance@FloridaDEP.gov](mailto:SED_Compliance@FloridaDEP.gov). The subject line of the email shall include the project name, permit number, and the title "Turbidity Monitoring Reports."

#### **SPECIFIC CONDITIONS – OPERATIONS**

- (14) Vessels utilizing this structure shall maintain a minimum of one-foot clearance between the deepest draft of the vessel with the engine in the down position and the submerged bottom so as to preclude bottom scouring or prop dredging.

#### **SPECIFIC CONDITIONS – MANATEE CONDITIONS**

- (15) The permittee shall comply with the standard manatee protection construction conditions listed in the attached "2011 Standard Manatee Conditions for In-Water Work".
- (16) While performing backfilling, it is important to ensure that manatees or sea turtles do not become entrapped during sheet pile installation or gain access after the sheet pile has been installed and before filling work has been completed. If a manatee or sea turtle becomes entrapped, the area shall be opened to allow the manatee or turtle to leave of its own volition. It shall not be herded or harassed into leaving the area.
- (17) The Permittee shall install permanent manatee educational signs, which shall be maintained for the life of the facility, no later than 60 days after construction commencement. The number and types of signs, as well as the on-site locations shall be approved by FWC staff prior to installation. A proposal for FWC sign approval shall be submitted to [ImperiledSpecies@MyFWC.com](mailto:ImperiledSpecies@MyFWC.com) in accordance with information provided at <http://www.myfwc.com/wildlifehabitats/managed/manatee/education-for-marinas/>. Signs shall be replaced in accordance with FWC guidance by the Permittee if outdated, damaged or faded.

#### **SPECIFIC CONDITIONS – LISTED SPECIES**

- (18) This permit does not authorize the permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to [FWCConservationPlanningServices@MyFWC.com](mailto:FWCConservationPlanningServices@MyFWC.com).

#### **GENERAL CONDITIONS FOR INDIVIDUAL PERMITS**

The following general conditions are binding on all individual permits issued under chapter 62-330, F.A.C., except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate project-specific conditions.

(1) All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

(2) A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

(3) Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

(4) At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," [October 1, 2013], which is incorporated by reference in paragraph 62-330.350(1)(d), F.A.C., indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.

(5) Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

(6) Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:

- a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex – "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
- b. For all other activities – "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
- c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

- (7) If the final operation and maintenance entity is a third party:
- a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
  - b. Within 30 days of submittal of the as- built certification, the permittee shall submit “Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity” [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

(8) The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

- (9) This permit does not:
- a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
  - b. Convey to the permittee or create in the permittee any interest in real property;
  - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
  - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

(10) Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

(11) The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

- (12) The permittee shall notify the Agency in writing:
- a. Immediately if any previously submitted information is discovered to be inaccurate; and
  - b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

(13) Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

(14) If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.

(15) Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

(16) The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

(17) This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

(18) A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with subsection 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

## **NOTICE OF RIGHTS**

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until a subsequent order of the Department. Because the administrative hearing process is designed to formulate final agency action, the subsequent order may modify or take a different position than this action.

### Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at [Agency\\_Clerk@dep.state.fl.us](mailto:Agency_Clerk@dep.state.fl.us). Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

### Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver may not apply to persons who have not received a clear point of entry.

### Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency\_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

### Mediation

Mediation is not available in this proceeding.

### FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

### Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Executed in West Palm Beach, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



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Norva Blandin, MSEM  
Permitting Program Administrator  
Southeast District

**CERTIFICATE OF SERVICE**

The undersigned duly designated deputy clerk hereby certifies that this permit and all copies were sent on the filing date below to the following listed persons:

FDEP – Norva Blandin MSEM, Jeffrey Meyer, Gabriela Munoz, Abigail Davis  
Matt Mitchell, Palm Beach County, Environmental Resources, [mmitchell@pbcgov.org](mailto:mmitchell@pbcgov.org)  
Ashley La Vere, FFWCC, [Ashley.LaVere@myfwc.com](mailto:Ashley.LaVere@myfwc.com)

**FILING AND ACKNOWLEDGMENT**

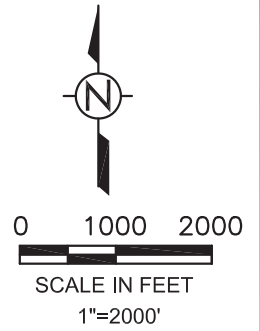
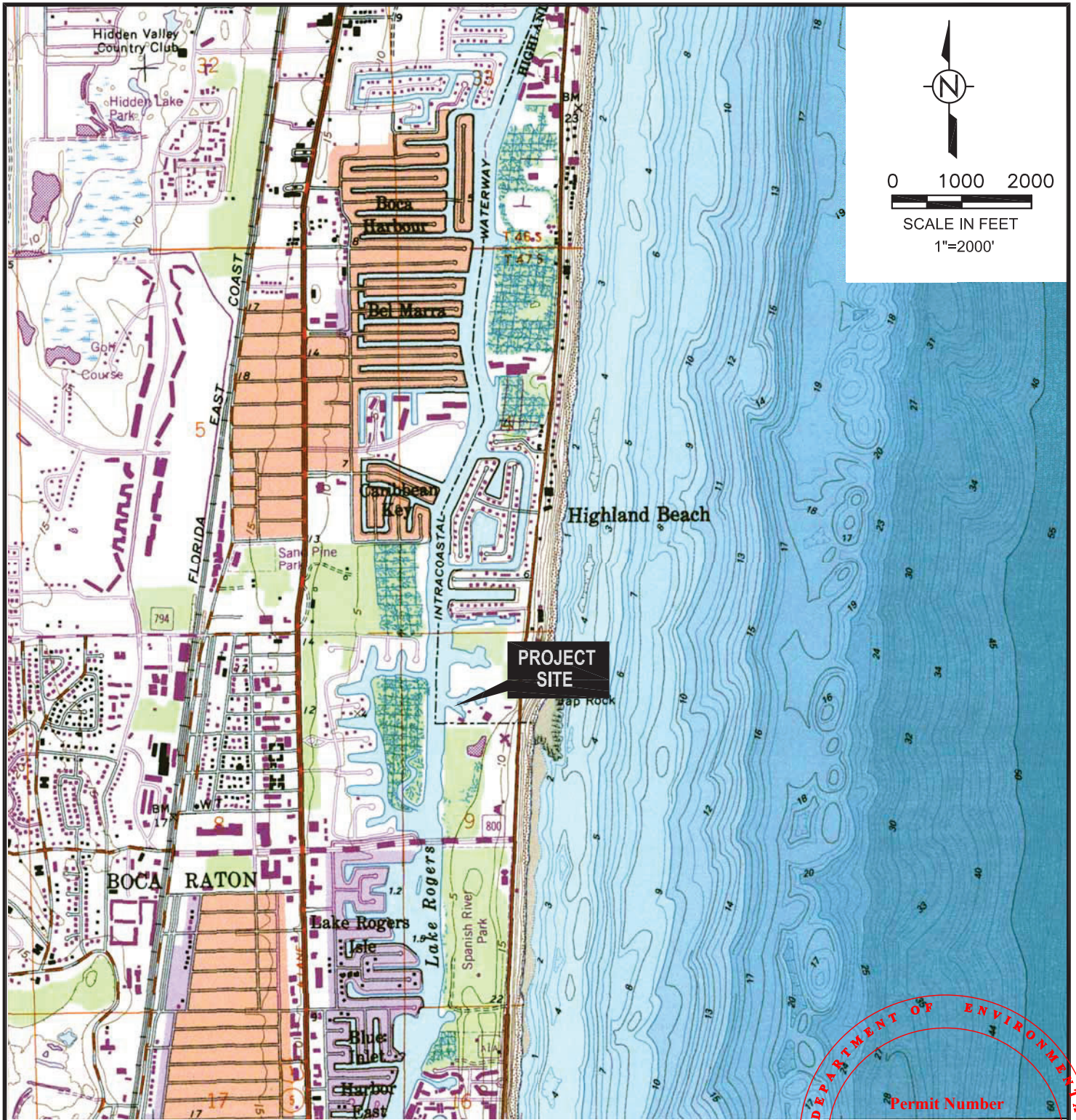
FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.

Mandakini Patel      March 6, 2023  
Clerk                      Date

**Attachments:**

- Project Drawings and Design Specs., 5 pages
- Standard Manatee Conditions for In-Water Work, 2011
- Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit Form 62-330.310(3)\*
- As-built Certification and Request for Conversion to Operational Phase Form 62-330.310(1)\*
- Request for Transfer to the Perpetual Operation Entity Form 62-330.310(2)\*
- Request to Transfer Permit Form 62-330.340(1)\*
- Commencement Notice Form 62-330.350(1)\*

\*Can be downloaded at: <https://floridadep.gov/water/submerged-lands-environmental-resources-coordination/content/forms-environmental-resource>



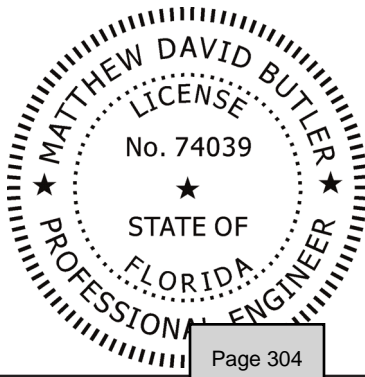
TAKEN FROM U.S.G.S. DELRAY BEACH, FLORIDA QUADRANGLE

SEC: 09 TWP: 47S RGE: 43E

LAT: 26° 23' 30" N

LONG: 080° 04' 11" W

This item has been digitally signed and sealed by Matthew D. Butler, P.E. on 1/24/2023 using a Digital Signature. Printed copies of this document are not considered signed and sealed, and the signature must be verified on any electronic copies.



VICINITY MAP

50-196034-008-EM



**ISMINGER & STUBBS**  
ENGINEERING, INC.

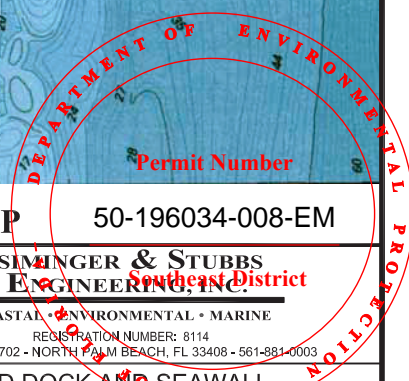
COASTAL • ENVIRONMENTAL • MARINE

REGISTRATION NUMBER: 8114  
P.O. BOX 14702 • NORTH PALM BEACH, FL 33408 • 561-881-0003

**PROPOSED DOCK AND SEAWALL**  
**MAN-MADE BASIN**

4801 SOUTH OCEAN BOULEVARD  
TOWN OF HIGHLAND BEACH, PALM BEACH COUNTY, FL  
APPLICANT: BOCA HIGHLAND BEACH CLUB & MARINA

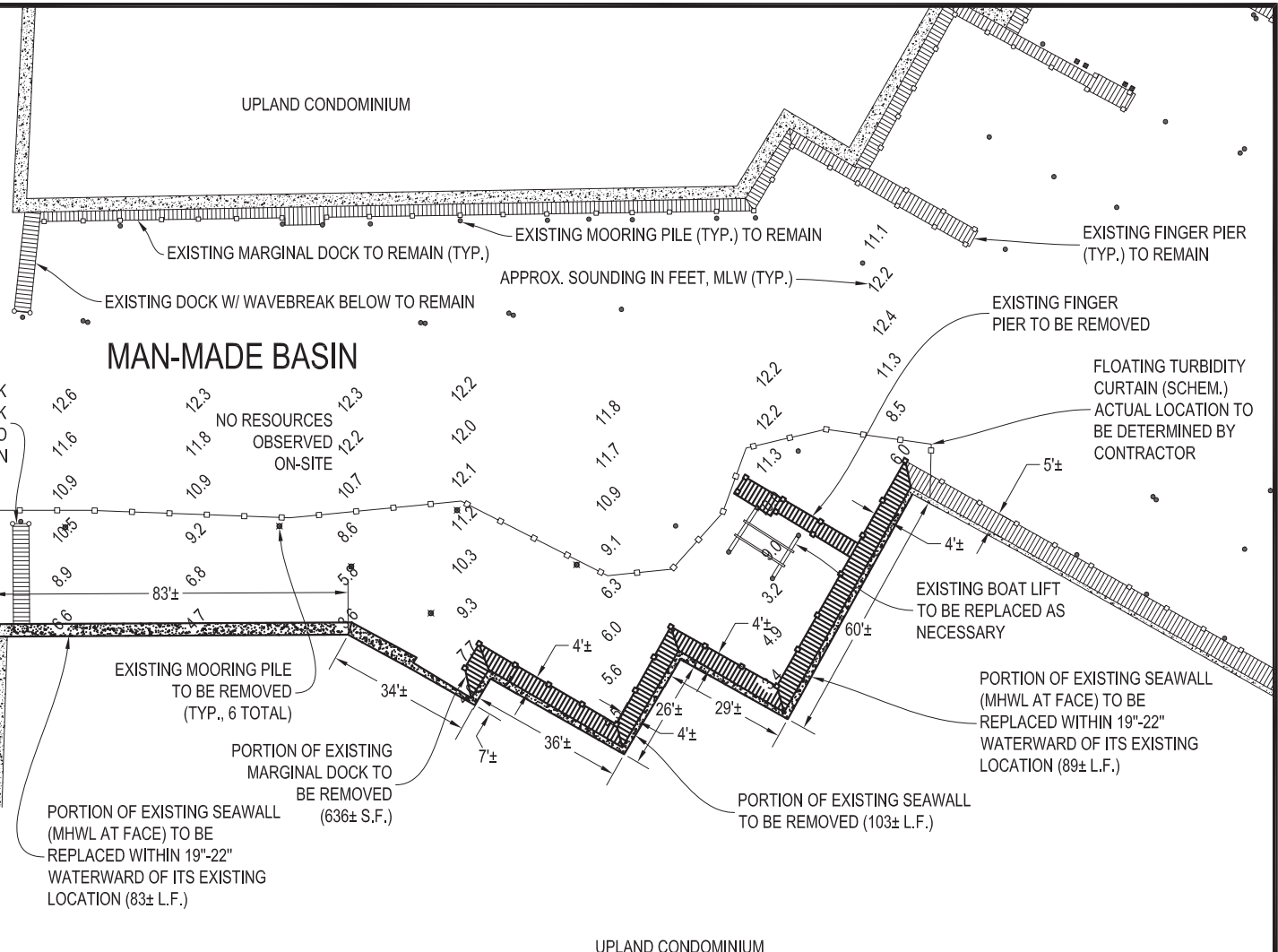
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DWG NO.	22133A1					SHEET	<b>1</b>
COMPUTER FILE NO.	22133A					OF	







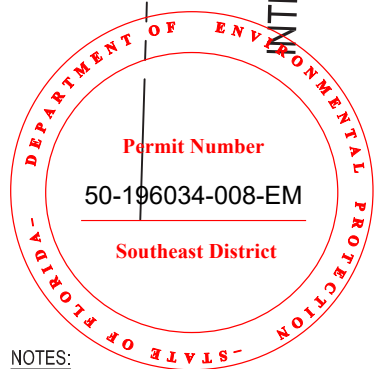
0 20 40  
SCALE IN FEET  
1"=40'



INTRACOASTAL WATERWAY

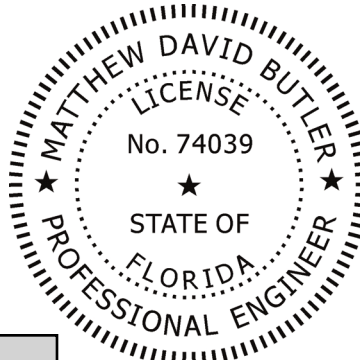


EAST EDGE OF ICW CHANNEL



- NOTES:
- DATUM IS MLW. MLW = -2.1± NAVD FROM LABINS DATABASE.
  - EXISTING LOCATIONS ARE APPROXIMATE BASED ON SURVEY BY TERRAQUATIC SURVEYING AND MAPPING, DATED 12/8/20, AND ON-SITE OBSERVATIONS.
  - SOUNDINGS AND RESOURCE INFORMATION BY ISIMINGER & STUBBS ENGINEERING, INC. FIELD WORK PERFORMED 8/5/22. SOUNDINGS REDUCED TO MLW BASED ON PREDICTED TIDES ONLY.

This item has been digitally signed and sealed by Matthew D. Butler, P.E. on 1/24/2023 using a Digital Signature.  
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**EXISTING PLAN VIEW**

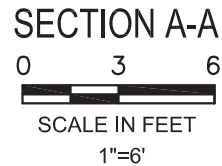
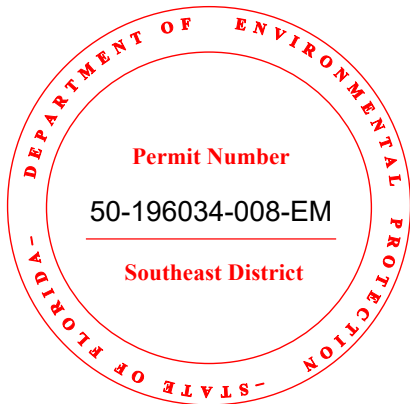
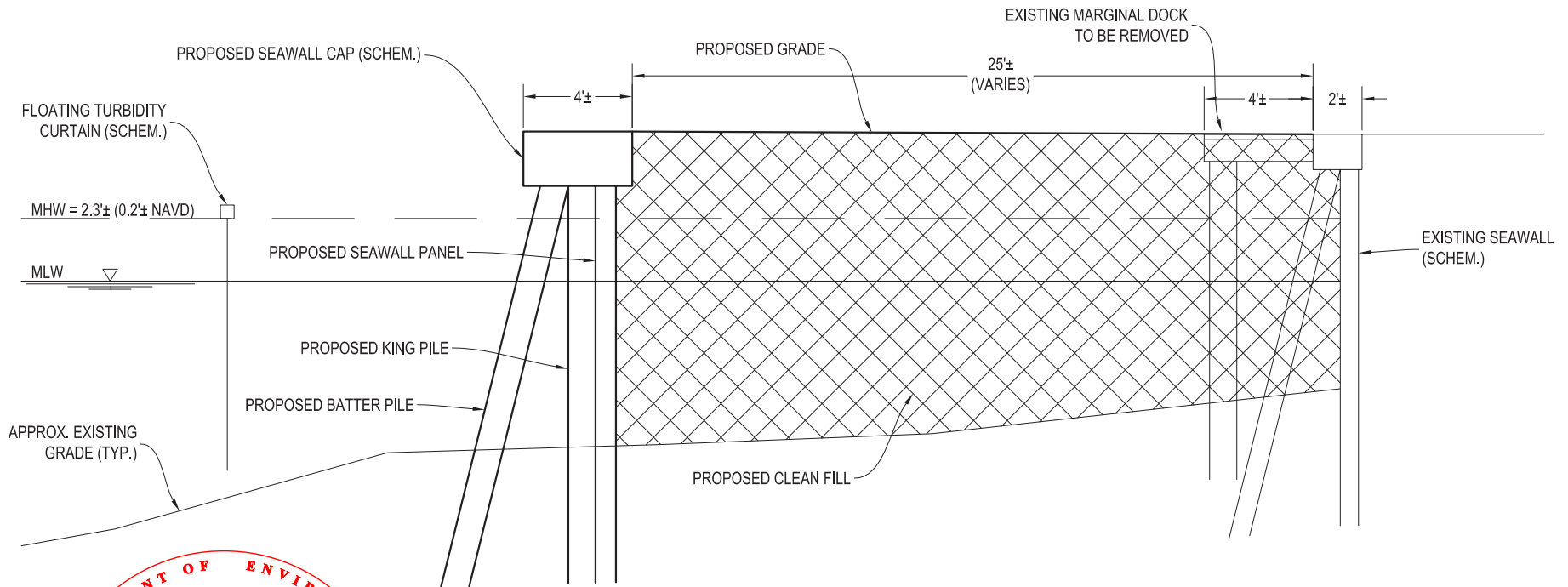
**ISIMINGER & STUBBS ENGINEERING, INC.**  
COASTAL • ENVIRONMENTAL • MARINE  
REGISTRATION NUMBER: 8114  
P.O. BOX 14702 • NORTH PALM BEACH, FL 33408 • 561-881-0003

**PROPOSED DOCK AND SEAWALL  
MAN-MADE BASIN**  
4801 SOUTH OCEAN BOULEVARD  
TOWN OF HIGHLAND BEACH, PALM BEACH COUNTY, FL  
APPLICANT: BOCA HIGHLAND BEACH CLUB & MARINA

DATE	12/22	DRAWN	TCR	CHKD	TCR	APPRVD	MDB
DWG NO.	22133A2				SHEET		2
COMPUTER FILE NO.	22133Ar1				OF 3		

SKETCH SUBMITTED FOR ENVIRONMENTAL PERMIT REVIEW.  
NOT INTENDED FOR CONSTRUCTION OR BUILDING PERMIT REVIEW.



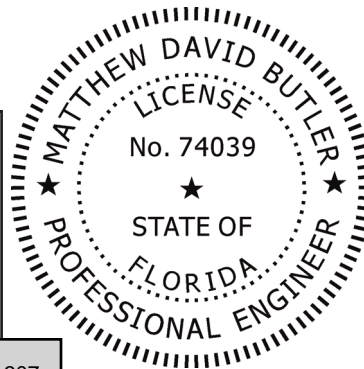


**NOTES:**

- DATUM IS MLW. MLW = -2.1± NAVD FROM LABINS DATABASE.
- EXISTING LOCATIONS ARE APPROXIMATE BASED ON SURVEY BY TERRAQUATIC SURVEYING AND MAPPING, DATED 12/8/20, AND ON-SITE OBSERVATIONS.
- SOUNDINGS BY ISIMINGER & STUBBS ENGINEERING, INC. FIELD WORK PERFORMED 8/5/22. SOUNDINGS REDUCED TO MLW BASED ON PREDICTED TIDES ONLY.

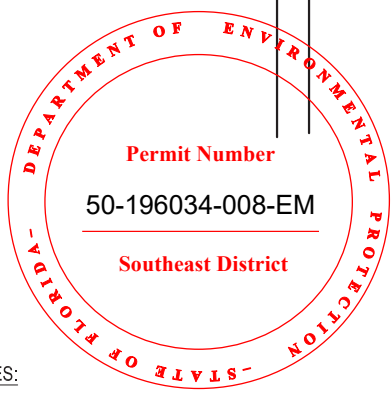
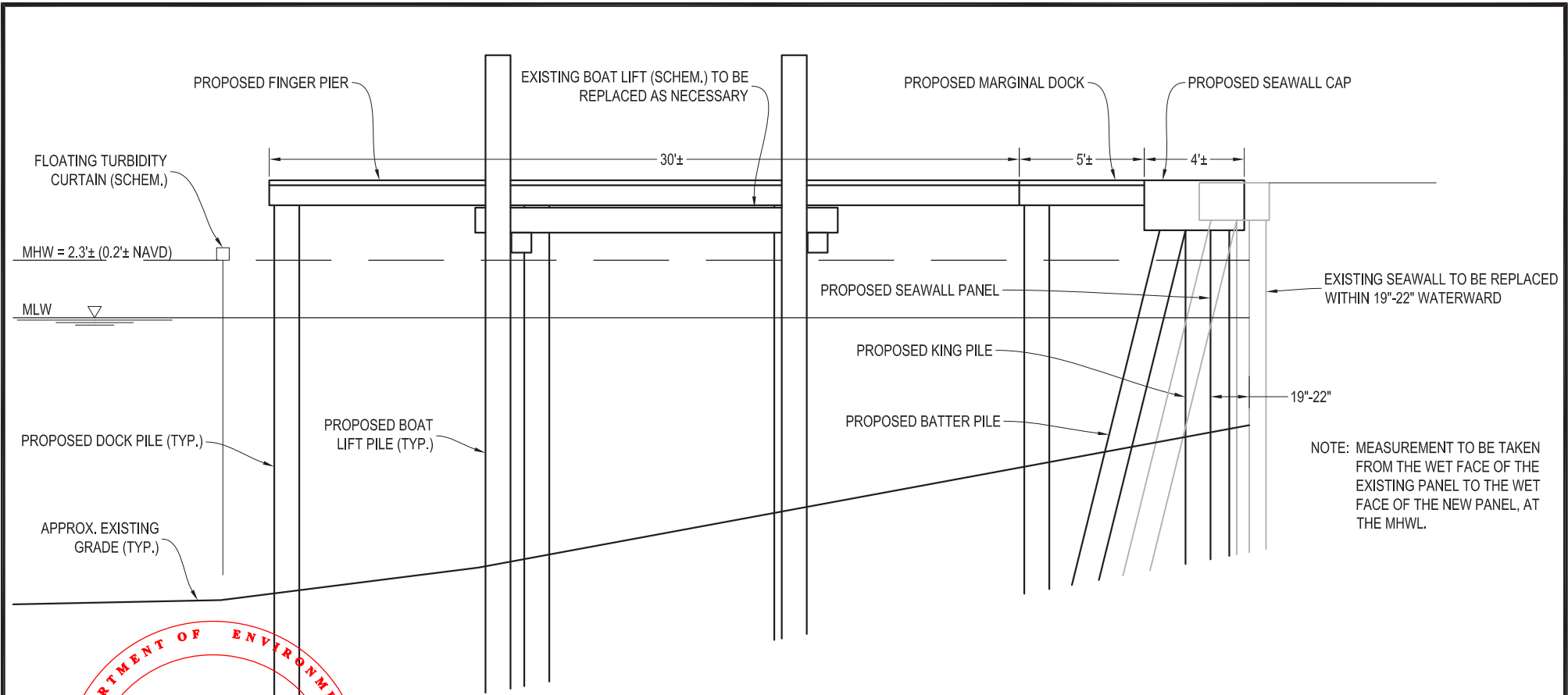
**SKETCH SUBMITTED FOR ENVIRONMENTAL PERMIT REVIEW.  
NOT INTENDED FOR CONSTRUCTION OR BUILDING PERMIT REVIEW.**

This item has been digitally signed and sealed by Matthew D. Butler, P.E. on 1/24/2023 using a Digital Signature.  
Printed copies of this document are not considered signed and sealed, and the signature must be verified on any electronic copies.



**SECTION VIEW**

 <b>ISIMINGER &amp; STUBBS ENGINEERING, INC.</b> COASTAL • ENVIRONMENTAL • MARINE REGISTRATION NUMBER: 8114 P.O. BOX 14702 • NORTH PALM BEACH, FL 33408 • 561-881-0003							
<b>PROPOSED DOCK AND SEAWALL MAN-MADE BASIN</b> 4801 SOUTH OCEAN BOULEVARD TOWN OF HIGHLAND BEACH, PALM BEACH COUNTY, FL APPLICANT: BOCA HIGHLAND BEACH CLUB & MARINA							
DATE	12/22	DRAWN	MDB	CHKD	TCR	APPRVD	MDB
DWG NO.	22133A4		SHEET		OF 5		
COMPUTER FILE NO.	22133Ar1		Page		94		

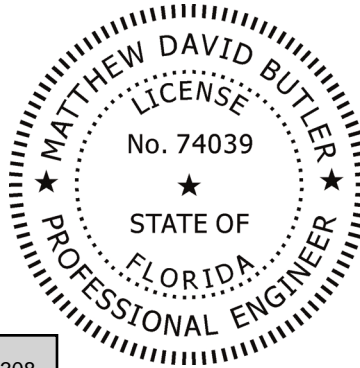


**SECTION B-B**  
 0 3 6  
 SCALE IN FEET  
 1"=6'

**NOTES:**

- DATUM IS MLW. MLW = -2.1'± NAVD FROM LABINS DATABASE.
- EXISTING LOCATIONS ARE APPROXIMATE BASED ON SURVEY BY TERRAQUATIC SURVEYING AND MAPPING, DATED 12/8/20, AND ON-SITE OBSERVATIONS.
- SOUNDINGS BY ISIMINGER & STUBBS ENGINEERING, INC. FIELD WORK PERFORMED 8/5/22. SOUNDINGS REDUCED TO MLW BASED ON PREDICTED TIDES ONLY.

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**SECTION VIEW**

 <b>ISIMINGER &amp; STUBBS ENGINEERING, INC.</b> COASTAL • ENVIRONMENTAL • MARINE REGISTRATION NUMBER: 8114 P.O. BOX 14702 • NORTH PALM BEACH, FL 33408 • 561-881-0003							
<b>PROPOSED DOCK AND SEAWALL          MAN-MADE BASIN</b> 4801 SOUTH OCEAN BOULEVARD TOWN OF HIGHLAND BEACH, PALM BEACH COUNTY, FL APPLICANT: BOCA HIGHLAND BEACH CLUB & MARINA							
DATE	12/22	DRAWN	MDB	CHKD	TCR	APPRVD	MDB
DWG NO.	22133A5					SHEET	
COMPUTER FILE NO.	22133Ar1					OF 5	

**SKETCH SUBMITTED FOR ENVIRONMENTAL PERMIT REVIEW.  
 NOT INTENDED FOR CONSTRUCTION OR BUILDING PERMIT REVIEW.**

**STANDARD MANATEE CONDITIONS FOR IN-WATER WORK**  
2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the FWC Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at [ImperiledSpecies@myFWC.com](mailto:ImperiledSpecies@myFWC.com)
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the Florida Fish and Wildlife Conservation Commission (FWC) must be used (see [MyFWC.com/manatee](http://MyFWC.com/manatee)). One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 1/2" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. Questions concerning these signs can be sent to the email address listed above.

# CAUTION: MANATEE HABITAT

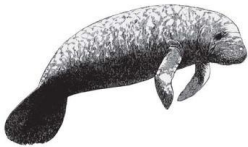
All project vessels

**IDLE SPEED / NO WAKE**

When a manatee is within 50 feet of work  
all in-water activities must

**SHUT DOWN**

Report any collision with or injury to a manatee:



**Wildlife Alert:**

**1-888-404-FWCC(3922)**

cell \*FWC or #FWC

RE: [Non-DoD Source] Re: DEP 50-196034-008-EM SAJ-2007-01043

From: Mallett, Kaitlyn M CIV USARMY CESAJ (USA) (kaitlyn.m.mallett@usace.army.mil)

To: nutt3839@bellsouth.net; gabriela.munoz@floridadep.gov; Danielle.Sattelberger@FloridaDEP.gov

Cc: kande@bocahighland.com

Date: Thursday, October 19, 2023 at 08:04 AM EDT

David,

The slight shift for the piles can be shown in the self-cert survey at the close of the project. The shift does not invalidate the USACE Corps authorization. Please let me know if there is anything else I can help you with. Thank you again



**Kaitlyn Mallett**

Biologist, Regulatory Division  
Palm Beach Gardens Section  
[Kaitlyn.M.Mallett@usace.army.mil](mailto:Kaitlyn.M.Mallett@usace.army.mil)  
Phone: 561-545-4885  
4400 PGA Blvd., Suite 500  
Palm Beach Gardens, FL 33410

---

**From:** david nutter <nutt3839@bellsouth.net>  
**Sent:** Monday, October 16, 2023 2:06 PM  
**To:** Munoz, Gabriela <gabriela.munoz@floridadep.gov>; Sattelberger, Danielle <Danielle.Sattelberger@FloridaDEP.gov>; Mallett, Kaitlyn M CIV USARMY CESAJ (USA) <Kaitlyn.M.Mallett@usace.army.mil>  
**Cc:** Kande bocahighland.com <kande@bocahighland.com>  
**Subject:** [Non-DoD Source] Re: DEP 50-196034-008-EM SAJ-2007-01043

Danielle and Kaitlyn,

Once again I need to reach out to you due to a slight discrepancy between the building plans I submitted to the Town of Highland Beach and the plans Isiminger submitted the DEP and ACOE. This one concerns the position of the lift to be re-installed.

Please see pages 1, 2 and 9 of our plans, pages 10, 11 and 13 of the Corps authorization, and pages 14, 15 and 17 of the DEP authorization (all attached here).

Referring to the aerial view sheets, the Existing and Proposed Conditions -

- The Existing Conditions in all three (Page 1 in our plans, page 10 in the Corps and page 14 in the DEP) all show the existing lift at a slight rotation to the existing pier.

- The Proposed Conditions in the environmental authorizations (Page 11 in the Corps and page 15 in the DEP) continue to show the lift at this slight rotation to the rebuilt pier, but that is not how a lift would be installed.
- The Proposed Conditions in our plans (Page2) show the lift rotated to be parallel with the pier, as this would be the proper and professional way to position the lift.
- The first lift pile, closest to the end of the pier will be in the same footprint as its existing position, with the lift and the remaining three piles rotated around that first pile, so the other inside pile is adjacent to the pier as well. This rotation shifts the piles approximately 11 to 16 inches.
  - 2nd lift pile (the 2nd one along the pier)- 11 inch shift
  - 3rd lift pile (the 1st outside pile) - 11.625 inch shift
  - 4th lift pile (the 2nd outside pile) - 16 inch shift - this shift is greater because it is the farthest one from the first pile

Referring to the cross sections -

- Page 13 in the Corps and page 17 in the DEP show the lift piles closer to the second and third pier piles and shows the lift piles 12 feet apart.
- Page 9 in our plans show the lift farther out along the pier and show the lift piles 11 feet, 6.75 inches apart.
- The cross section for the lift in our plans is based on the position of the first lift pile and the distance between the lift piles and shown in the Proposed Conditions.
- The position of the first lift pile from the end of the pier and the distance between the lift piles as shown in the our cross section is exactly matches that shown in all three of the Proposed Conditions pages.

The Town is requesting that the DEP and ACOE both respond as to whether the discrepancies described above are sufficient enough to invalidate your respective authorizations or are minor enough to be not be of a concern or to be handled with an as-built survey/plan/explanation at the close of the project.

Please let me know what your responses are. And feel free to call or contact me if you need any additional information.

David Nutter

B & M Marine Construction

nutt3839@bellsouth.net

On Tuesday, October 10, 2023 at 06:16:01 PM EDT, Sattelberger, Danielle <danielle.sattelberger@floridadep.gov> wrote:

Hi David,

The elevation of the grade landward of the cap will not impact the validity of DEP's permit.

Thank you,





**Danielle C. Sattelberger**

**Environmental Administrator**

Florida Department of Environmental Protection

Southeast District – West Palm Beach

3301 Gun Club Road, MSC 7210-1

West Palm Beach, FL 33406

[Danielle.Sattelberger@FloridaDEP.gov](mailto:Danielle.Sattelberger@FloridaDEP.gov)

Office: (561) 681-6783



---

**From:** david nutter <nutt3839@bellsouth.net>  
**Sent:** Tuesday, October 10, 2023 5:25 PM  
**To:** Munoz, Gabriela <Gabriela.Munoz@FloridaDEP.gov>; Sattelberger, Danielle <Danielle.Sattelberger@FloridaDEP.gov>; Kaitlyn Mallett <kaitlyn.mallett@floridadep.gov>  
**Cc:** Kande bocahighland.com <kande@bocahighland.com>  
**Subject:** DEP 50-196034-008-EM SAJ-2007-01043

**EXTERNAL MESSAGE**

This email originated outside of DEP. Please use caution when opening attachments, clicking links, or responding to this email.

Kaitlyn, Gabriela, and Danielle,

Please see the attached comments from the Town of Highland Beach regarding the seawall and dock at Boca Highlands. Also attached are the DEP and ACOE modifications and the latest signed plans.

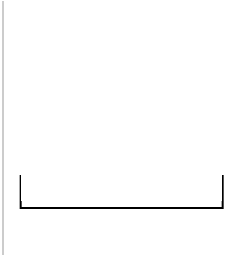
Please see Comment #5 regarding the grade behind the new cap and respond at to whether the elevation of the grade landward of the cap will impact the validity of your authorizations for the seawall and dock work.

Feel free to call me on my cell (954-868-8476) if you have any questions or concerns.

David Nutter

B & M Marine Construction

[nutt3839@bellsouth.net](mailto:nutt3839@bellsouth.net)



RE: [Non-DoD Source] Fw: DEP 50-196034-008-EM SAJ-2007-01043

From: Mallett, Kaitlyn M CIV USARMY CESAJ (USA) (kaitlyn.m.mallett@usace.army.mil)

To: nutt3839@bellsouth.net

Date: Wednesday, October 11, 2023 at 08:15 AM EDT

David,

If you are asking if changing the graded fill landward of the seawall is still valid with the Corps permit, the answer is yes. However if you are asking something else I believe I may be misunderstanding. Please let me know if I missed the question. Thank you



**US Army Corps  
of Engineers**  
Jacksonville District

**Kaitlyn Mallett**

Biologist, Regulatory Division  
Palm Beach Gardens Section  
[Kaitlyn.M.Mallett@usace.army.mil](mailto:Kaitlyn.M.Mallett@usace.army.mil)  
Phone: 561-545-4885  
4400 PGA Blvd., Suite 500  
Palm Beach Gardens, FL 33410

---

**From:** david nutter <nutt3839@bellsouth.net>  
**Sent:** Tuesday, October 10, 2023 5:55 PM  
**To:** Mallett, Kaitlyn M CIV USARMY CESAJ (USA) <Kaitlyn.M.Mallett@usace.army.mil>  
**Subject:** [Non-DoD Source] Fw: DEP 50-196034-008-EM SAJ-2007-01043

David Nutter

B & M Marine Construction

[nutt3839@bellsouth.net](mailto:nutt3839@bellsouth.net)

----- Forwarded Message -----

**From:** david nutter <[nutt3839@bellsouth.net](mailto:nutt3839@bellsouth.net)>

**To:** Gabriela Munoz <[gabriela.munoz@floridadep.gov](mailto:gabriela.munoz@floridadep.gov)>; Danielle Sattelberger <[danielle.sattelberger@floridadep.gov](mailto:danielle.sattelberger@floridadep.gov)>; Kaitlyn Mallett <[kaitlyn.mallett@floridadep.gov](mailto:kaitlyn.mallett@floridadep.gov)>

**Cc:** Kande bocaighland.com <[kande@bocahighland.com](mailto:kande@bocahighland.com)>

**Sent:** Tuesday, October 10, 2023 at 05:24:45 PM EDT

**Subject:** DEP 50-196034-008-EM SAJ-2007-01043

Kaitlyn, Gabriela, and Danielle,

Please see the attached comments from the Town of Highland Beach regarding the seawall and dock at Boca Highlands. Also attached are the DEP and ACOE modifications and the latest signed plans.

Please see Comment #5 regarding the grade behind the new cap and respond at to whether the elevation of the grade landward of the cap will impact the validity of your authorizations for the seawall and dock work.

Feel free to call me on my cell (954-868-8476) if you have any questions or concerns.

David Nutter

B & M Marine Construction

[nutt3839@bellsouth.net](mailto:nutt3839@bellsouth.net)



DEPARTMENT OF THE ARMY  
CORPS OF ENGINEERS, JACKSONVILLE DISTRICT  
4400 PGA BOULEVARD, SUITE 500  
PALM BEACH GARDENS, FLORIDA 33410

July 24, 2023

Regulatory Division  
South Branch  
Palm Beach Gardens Section  
SAJ-2007-01043 (NWP/GP-KMM)

Boca Highland Beach Club & Marina  
c/o Douglas Hillman  
4801 South Ocean Boulevard  
Highland Beach, Florida 33487  
Sent via email: [kande@bocahighland.com](mailto:kande@bocahighland.com) and [nutt3839@bellsouth.net](mailto:nutt3839@bellsouth.net)

Dear Douglas Hillman:

The U.S. Army Corps of Engineers (Corps) has completed the review of your application for a Department of the Army permit, which the Corps received on December 6, 2022. Your application was assigned file number SAJ-2007-01043(NWP/GP-KMM). A review of the information and drawings provided indicates that the proposed work would improve water access and shoreline stabilization for an existing 6-slip multi-family docking facility by conducting the following activities:

1. Removal of a 636 square foot portion of existing marginal dock, removal of an existing mooring pile, and removal of an existing finger pier;
2. Installation of 257 linear feet of seawall 19-22" waterward of the existing wetface to adjoin and uniformly align the seawall with a seawall cap and installation of king and batter piles;
3. After installation of 257 linear feet of seawall, removal of a portion of 103 linear feet of seawall resulting in a reconfiguration of existing slips within the marina;
4. Proposed 310 cubic yards (830 square feet) of backfill landward of the seawall after seawall installation;
5. Installation of a 476 marginal dock, installation of a 30-foot by 4-foot finger pier;
6. Replace existing boatlift

The activities subject to this permit are authorized pursuant to authorities under Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. § 403), and Section 404 of the Clean Water Act (33 U.S.C. § 1344). The project is located in the man-made basin directly connected to the Intracoastal Waterway, at 4801 S Ocean Blvd, in Section 09, Township 47 South, Range 43 East, Highland Beach, Palm Beach County, Florida.

The aspect of your project involving the installation of 257 linear feet seawall and cap, installation of king and batter piles and proposed 310 cubic yards of backfill as depicted

on the attached drawings, is authorized by Nationwide Permit 13 (NWP-13), Bank Stabilization. The aspect of your project involving the removal of 103 linear feet resulting in a reconfiguration of the existing marina basin and slips as depicted on the attached drawings, is authorized by Nationwide Permit 28 (NWP-28), Modification of Existing Marinas. **These verifications are valid until March 14, 2026.** In order for these NWPs authorizations to be valid, you must ensure that the work is performed in accordance with the Nationwide Permit General Conditions, the Jacksonville District Regional Conditions, and the General and Project-Specific Special Conditions listed below. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant NWP is modified or revoked, you will have 12 months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this NWP. Alternatively, you can access the U.S. Army Corps of Engineers' (Corps) Jacksonville District's Regulatory Source Book web page for links to view NWP information at:

<https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book/>. Please be aware this Internet address is case sensitive and should be entered as it appears above. Once there you will need to select "Source Book" and then select "Nationwide Permits." These files contain the description of the NWP authorization, the NWP general conditions, and the regional conditions, which apply specifically to this NWP verification.

The aspect of your project involving the removal of the existing dock and piles, construction of the new marginal dock, installation of new docking structure and replacement of boatlift, as depicted on the attached drawings, is authorized by Regional General Permit (RGP) SAJ-20 and its subsequent modifications, if applicable. **This RGP authorization is valid until March 28, 2028.** Please access the Corps' Jacksonville District Regulatory Division Source Book webpage to view the special and general conditions for SAJ-20, which apply specifically to this authorization. The Internet URL address is: <http://www.saj.usace.army.mil/Missions/Regulatory.aspx>. Please be aware this Internet address is case sensitive and you will need to enter it exactly as it appears above. Once there select "Source Book" and then select "General Permits." Then you will need to select the specific SAJ permit noted above.

**You must comply with ALL the RGP general and special, attached and/or incorporated by reference, and the Project Specific Special Conditions and General Conditions, listed below, or you may be subject to enforcement action.**

**General Conditions (33 CFR PART 320-330):**

1. The time limit for completing the work authorized by NWP-13 and NWP-28 ends on **March 14, 2026**. The time limit for completing the work authorized by RGP SAJ-20 ends on **March 28, 2028**.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit you must obtain the signature of the new owner on the transfer form attached to this letter and forward a copy to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit.

6. You must allow a representative from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

**Project Specific Special Conditions:**

The following project specific special conditions are included with this verification:

1. **Reporting Address:** The Permittee shall submit all reports, notifications, documentation and correspondence required by the general and special conditions of this permit to either (not both) of the following addresses:
  - a. For electronic mail (preferred): SAJ-RD-Enforcement@usace.army.mil (not to exceed 15 MB).
  - b. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, Florida 32232-0019.

The Permittee shall reference this permit number, SAJ-2007-01043 (NW/GP-KMM), on all submittals.

2. **Commencement Notification:** Within 10 days from the date of initiating the work authorized by this permit the Permittee shall submit a completed “Commencement Notification” Form (Attachment 2).
3. **Self-Certification:** Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the attached “Self-Certification Statement of Compliance” form (Attachment 3) and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the “Self-Certification Statement of Compliance” form. The description of any deviations on the “Self-Certification Statement of Compliance” form does not constitute approval of any deviations by the Corps.
4. **Assurance of Navigation and Maintenance:** The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
5. **Manatee Conditions:** The Permittee shall comply with the “Standard Manatee Conditions for In-Water Work – 2011” (Attachment 4). The most recent version of the Manatee Conditions must be utilized.
6. **Jacksonville District Programmatic Biological Opinion (JAXBO):** Structures and activities authorized under this permit will be constructed and operated in accordance with all applicable PDCs contained in the JAXBO, based on the permitted activity. Johnson’s seagrass and its critical habitat were delisted from the Endangered Species Act on May 16, 2022. Therefore, JAXBO PDCs required to minimize adverse effects to Johnson’s seagrass and its critical habitat are no longer applicable to any project. Failure to comply with applicable PDCs will constitute noncompliance with this permit. In addition, failure to comply with the applicable PDCs, where a take of listed species occurs, would constitute an unauthorized take. The NMFS is the appropriate authority to determine compliance with the Endangered Species Act. The most current version of JAXBO can be accessed at the Jacksonville District Regulatory Division website in the Endangered Species section of the Sourcebook located at:  
<http://www.saj.usace.army.mil/Missions/Regulatory/SourceBook.aspx>



JAXBO may be subject to revision at any time. The most recent version of the JAXBO must be utilized during the design and construction of the permitted work.

7. **Turbidity Barriers:** Prior to the initiation of any of the work authorized by this permit, the Permittee shall install floating turbidity barriers with weighted skirts that extend within 1 foot of the bottom around all work areas that are in, or adjacent to, surface waters. The turbidity barriers shall remain in place and be maintained daily until the authorized work has been completed and turbidity within the construction area has returned to ambient levels. Turbidity barriers shall be removed upon stabilization of the work area.
  
8. **Cultural Resources/Historic Properties:**
  - a. No structure or work shall adversely affect impact or disturb properties listed in the National Register of Historic Places (NRHP) or those eligible for inclusion in the NRHP.
  
  - b. If, during permitted activities, items that may have historic or archaeological origin are observed the Permittee shall immediately cease all activities adjacent to the discovery that may result in the destruction of these resources and shall prevent his/her employees from further removing, or otherwise damaging, such resources. The applicant shall notify both the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333 and the Corps, of the observations within the same business day (8 hours). Examples of submerged historical, archaeological or cultural resources include shipwrecks, shipwreck debris fields (such as steam engine parts, or wood planks and beams), anchors, ballast rock, concreted iron objects, concentrations of coal, prehistoric watercraft (such as log "dugouts"), and other evidence of human activity. The materials may be deeply buried in sediment, resting in shallow sediments or above them, or protruding into water. The Corps shall coordinate with the Florida State Historic Preservation Officer (SHPO) to assess the significance of the discovery and devise appropriate actions. Project activities shall not resume without verbal and/or written authorization from the Corps.
  
  - c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition and, if deemed necessary by the SHPO or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based on the circumstances of the discovery, equity to all parties, and

considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.

- d. In the unlikely event that unmarked human remains are identified on non-federal lands; they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archaeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO. Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the SHPO and from the Corps.

9. **Fill Material:** The Permittee shall use only clean fill material for this project. The fill material shall be free from items such as trash, debris, automotive parts, asphalt, construction materials, concrete block with exposed reinforcement bars, and soils contaminated with any toxic substance in toxic amounts, in accordance with Section 307 of the Clean Water Act.

### **Jurisdictional Determination:**

A jurisdiction determination was not completed with this request. Therefore, this is not an appealable action. However, you may request an approved JD, which is an appealable action, by contacting the Corps for further instruction.

This letter of authorization does not include conditions that would prevent the 'take' of a state-listed fish or wildlife species. These species are protected under sec. 379.411, Florida Statutes, and listed under Rule 68A-27, Florida Administrative Code. With regard to fish and wildlife species designated as species of special concern or threatened by the State of Florida, you are responsible for coordinating directly with the Florida Fish and Wildlife Conservation Commission (FWC). You can visit the FWC license and permitting webpage (<http://www.myfwc.com/license/wildlife/>) for more information, including a list of those fish and wildlife species designated as species of special concern or threatened. The Florida Natural Areas Inventory (<http://www.fnai.org/>) also maintains updated lists, by county, of documented occurrences of those species.

This letter of authorization does not give absolute Federal authority to perform the work

as specified on your application. The proposed work may be subject to local building restrictions mandated by the National Flood Insurance Program. You should contact your local office that issues building permits to determine if your site is located in a flood-prone area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program.

This letter of authorization does not preclude the necessity to obtain any other Federal, State, or local permits, which may be required.

Thank you for your cooperation with our permit program. The Corps' Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to complete our automated Customer Service Survey at <https://regulatory.ops.usace.army.mil/customer-service-survey/>. Please be aware this Internet address is case sensitive; and, you will need to enter it exactly as it appears above. Your input is appreciated – favorable or otherwise.

Should you have any questions related to this NWP/RGP verification or have issues accessing the documents referenced in this letter, please contact Kaitlyn Mallett at the letterhead address above, via telephone at 561-545-4885, or via e-mail at [Kaitlyn.M.Mallett@usace.army.mil](mailto:Kaitlyn.M.Mallett@usace.army.mil).

Sincerely,

*Kaitlyn Mallett*

Kaitlyn Mallett  
Project Manager

Enclosures  
Project Drawings  
Commencement Notification form  
Self-Certification Statement of Compliance form  
Standard Manatee Conditions for In-Water Work—2011

Cc:  
Matthew Butler, Isiminger & Stubbs Engineering [mbutler@coastal-engineers.com](mailto:mbutler@coastal-engineers.com)

**DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST**

**DA PERMIT NUMBER: SAJ-2007-01043(NW/GP-KMM)**

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Section, Post Office Box 4970, Jacksonville, FL 32232-0019 or submit via electronic mail to: [SAJ-RD-Enforcement@usace.army.mil](mailto:SAJ-RD-Enforcement@usace.army.mil) (not to exceed 15 MB).

\_\_\_\_\_  
(TRANSFEREE-SIGNATURE)

\_\_\_\_\_  
(SUBDIVISION)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(LOT)

\_\_\_\_\_  
(BLOCK)

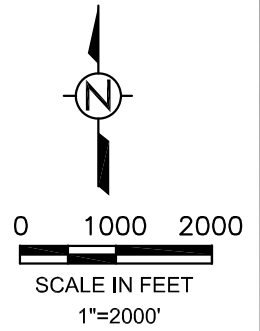
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(NAME-PRINTED)

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(STREET ADDRESS)

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(MAILING ADDRESS)

\_\_\_\_\_  
(CITY, STATE, ZIP CODE)

U.S. Army Corps of Engineers  
 SAJ-2007-01043(NW/GP-KMM)  
 Sheet 1 of 5  
 07/24/2023



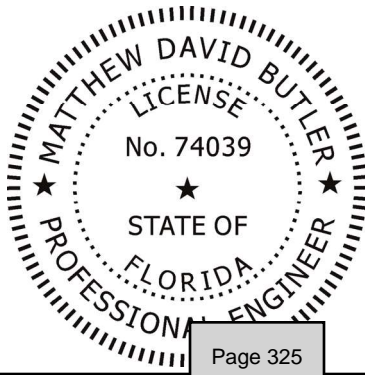
TAKEN FROM U.S.G.S. DELRAY BEACH, FLORIDA QUADRANGLE

SEC: 09 TWP: 47S RGE: 43E

LAT: 26° 23' 30" N

LONG: 080° 04' 11" W

This item has been digitally signed and sealed by Matthew D. Butler, P.E. on 12/6/2022 using a Digital Signature. Printed copies of this document are not considered signed and sealed, and the signature must be verified on any electronic copies.



**VICINITY MAP**



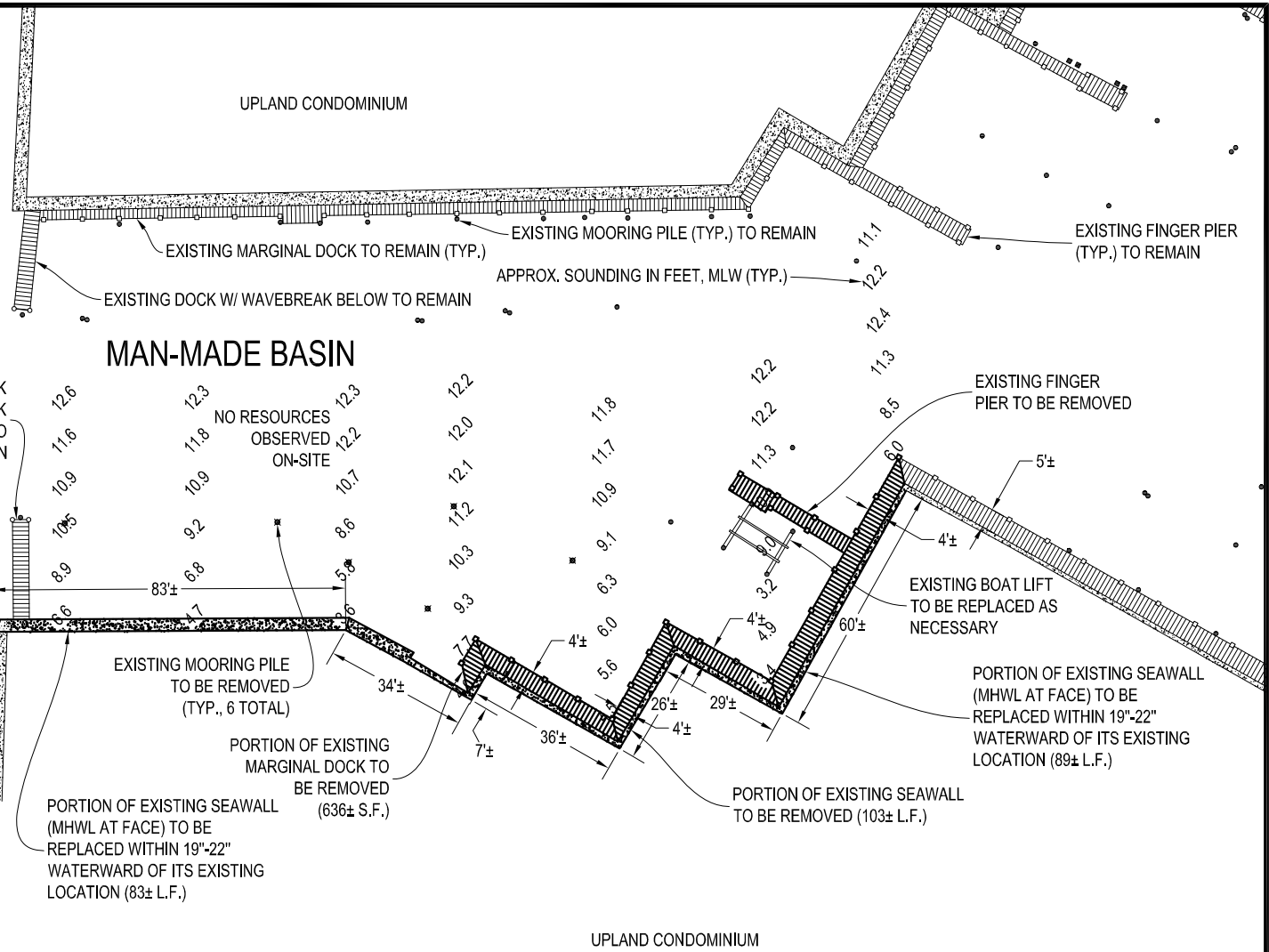
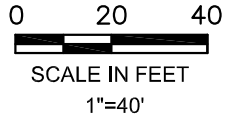
**ISIMINGER & STUBBS  
 ENGINEERING, INC.**

COASTAL • ENVIRONMENTAL • MARINE

REGISTRATION NUMBER: 8114  
 P.O. BOX 14702 - NORTH PALM BEACH, FL 33408 - 561-881-0003

**PROPOSED DOCK AND SEAWALL  
 MAN-MADE BASIN**  
 4801 SOUTH OCEAN BOULEVARD  
 TOWN OF HIGHLAND BEACH, PALM BEACH COUNTY, FL  
 APPLICANT: BOCA HIGHLAND BEACH CLUB & MARINA

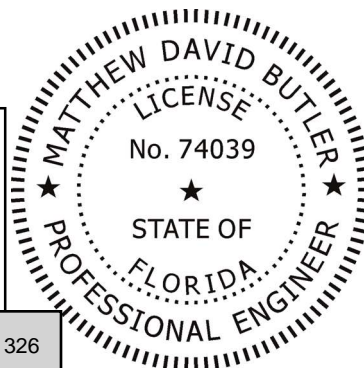
DATE	12/22	DRAWN	MDB	CHKD	TCR	APPRVD	MDB
DWG NO.	22133A1					SHEET	<b>1</b>
COMPUTER FILE NO.	22133A					OF	



NOTES:

- DATUM IS MLW. MLW = -2.1± NAVD FROM LABINS DATABASE.
- EXISTING LOCATIONS ARE APPROXIMATE BASED ON SURVEY BY TERRAQUATIC SURVEYING AND MAPPING, DATED 12/8/20, AND ON-SITE OBSERVATIONS.
- SOUNDINGS AND RESOURCE INFORMATION BY ISIMINGER & STUBBS ENGINEERING, INC. FIELD WORK PERFORMED 8/5/22. SOUNDINGS REDUCED TO MLW BASED ON PREDICTED TIDES ONLY.

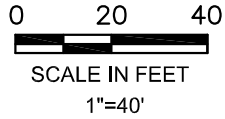
This item has been digitally signed and sealed by Matthew D. Butler, P.E. on 12/6/2022 using a Digital Signature.  
 Printed copies of this document are not considered signed and sealed, and the signature must be verified on any electronic copies.



EXISTING PLAN VIEW

 ISIMINGER & STUBBS ENGINEERING, INC. COASTAL • ENVIRONMENTAL • MARINE REGISTRATION NUMBER: 8114 P.O. BOX 14702 - NORTH PALM BEACH, FL 33408 - 561-881-0003							
PROPOSED DOCK AND SEAWALL MAN-MADE BASIN 4801 SOUTH OCEAN BOULEVARD TOWN OF HIGHLAND BEACH, PALM BEACH COUNTY, FL APPLICANT: BOCA HIGHLAND BEACH CLUB & MARINA							
DATE	12/22	DRAWN	TCR	CHKD	TCR	APPRVD	MDB
DWG NO.	22133A2					SHEET	
COMPUTER FILE NO.	22133A					OF 5	
						2	

SKETCH SUBMITTED FOR ENVIRONMENTAL PERMIT REVIEW.  
 NOT INTENDED FOR CONSTRUCTION OR BUILDING PERMIT REVIEW.

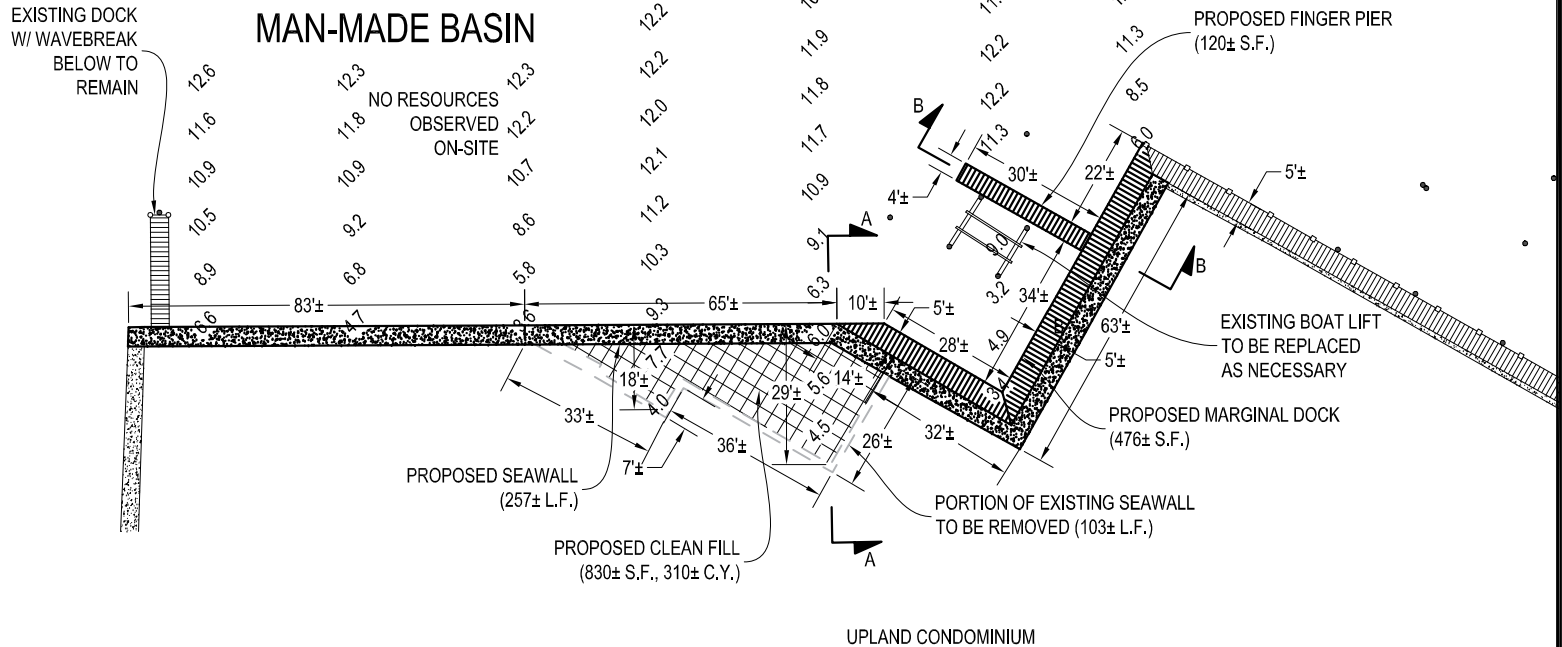


EAST EDGE OF ICW CHANNEL

INTRACOASTAL WATERWAY



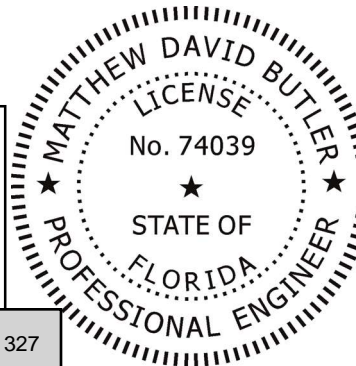
EXISTING DOCK  
 W/ WAVEBREAK  
 BELOW TO  
 REMAIN



NOTES:

- DATUM IS MLW. MLW = -2.1± NAVD FROM LABINS DATABASE.
- EXISTING LOCATIONS ARE APPROXIMATE BASED ON SURVEY BY TERRAQUATIC SURVEYING AND MAPPING, DATED 12/8/20, AND ON-SITE OBSERVATIONS.
- SOUNDINGS AND RESOURCE INFORMATION BY ISIMINGER & STUBBS ENGINEERING, INC. FIELD WORK PERFORMED 8/5/22. SOUNDINGS REDUCED TO MLW BASED ON PREDICTED TIDES ONLY.

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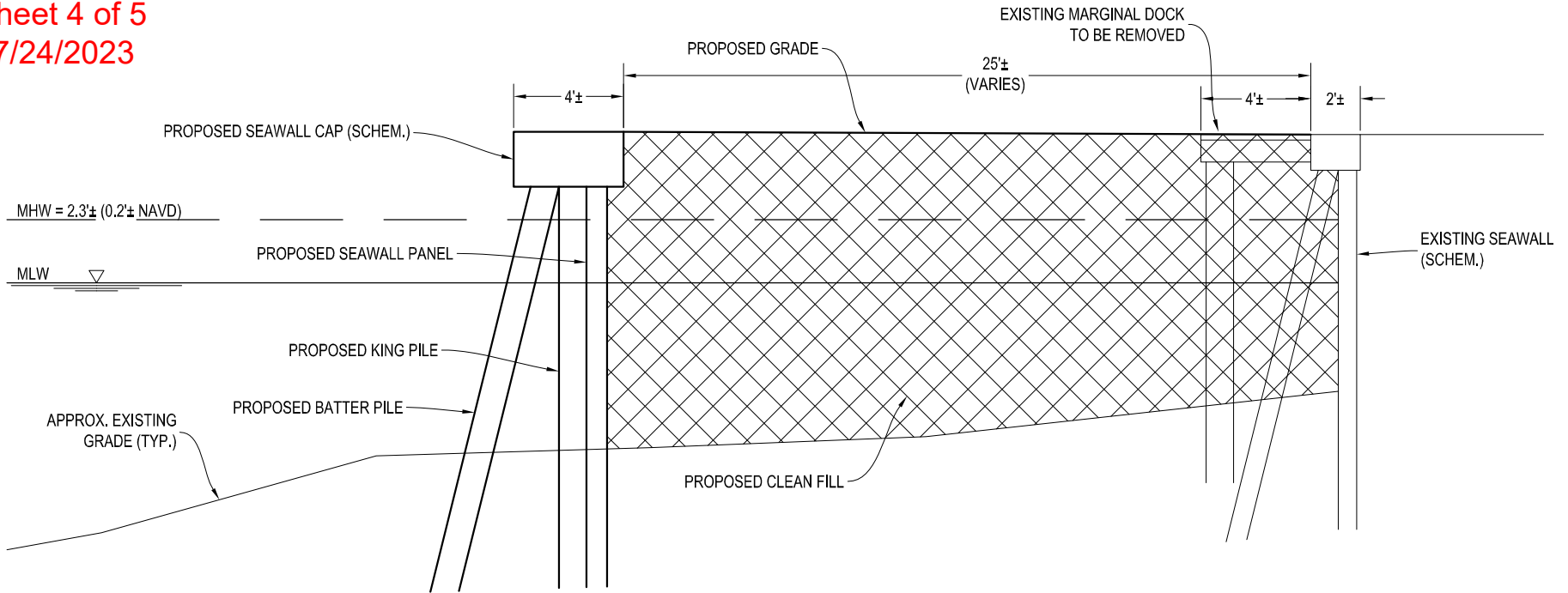
PROPOSED PLAN VIEW

**ISIMINGER & STUBBS**  
 ENGINEERING, INC.  
 COASTAL • ENVIRONMENTAL • MARINE  
 REGISTRATION NUMBER: 8114  
 P.O. BOX 14702 - NORTH PALM BEACH, FL 33408 - 561-881-0003

**PROPOSED DOCK AND SEAWALL  
 MAN-MADE BASIN**  
 4801 SOUTH OCEAN BOULEVARD  
 TOWN OF HIGHLAND BEACH, PALM BEACH COUNTY, FL  
 APPLICANT: BOCA HIGHLAND BEACH CLUB & MARINA

DATE	12/22	DRAWN	TCR	CHKD	TCR	APPRVD	MDB
DWG NO.	22133A3					SHEET	3
COMPUTER FILE NO.	22133A					OF	

SKETCH SUBMITTED FOR ENVIRONMENTAL PERMIT REVIEW.  
 NOT INTENDED FOR CONSTRUCTION OR BUILDING PERMIT REVIEW.



SECTION A-A



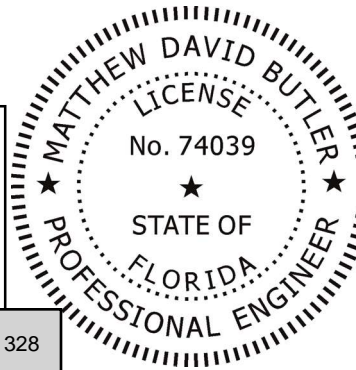
SCALE IN FEET

1"=6'

NOTES:

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SECTION VIEW

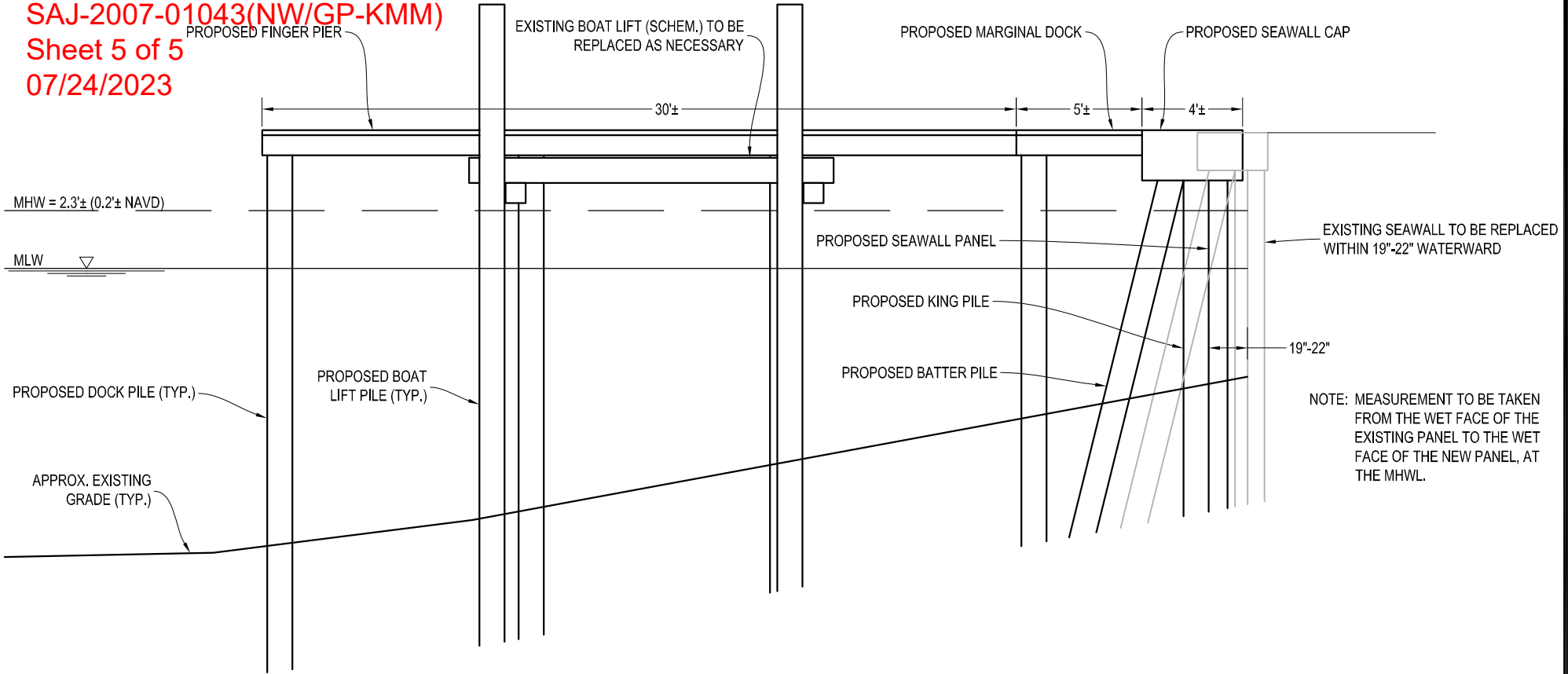
**ISIMINGER & STUBBS ENGINEERING, INC.**  
 COASTAL • ENVIRONMENTAL • MARINE  
 REGISTRATION NUMBER: 8114  
 P.O. BOX 14702 - NORTH PALM BEACH, FL 33408 - 561-881-0003

PROPOSED DOCK AND SEAWALL  
 MAN-MADE BASIN  
 4801 SOUTH OCEAN BOULEVARD  
 TOWN OF HIGHLAND BEACH, PALM BEACH COUNTY, FL  
 APPLICANT: BOCA HIGHLAND BEACH CLUB & MARINA

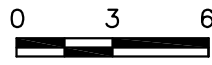
DATE	12/22	DRAWN	MDB	CHKD	TCR	APPRVD	MDB
DWG NO.	22133A4					SHEET	
COMPUTER FILE NO.	22133A					OF 5	

SKETCH SUBMITTED FOR ENVIRONMENTAL PERMIT REVIEW.  
 NOT INTENDED FOR CONSTRUCTION OR BUILDING PERMIT REVIEW.





SECTION B-B

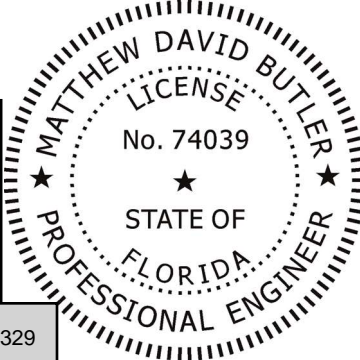


SCALE IN FEET  
 1"=6'

NOTES:

- DATUM IS MLW. MLW = -2.1'± NAVD FROM LABINS DATABASE.
- EXISTING LOCATIONS ARE APPROXIMATE BASED ON SURVEY BY TERRAQUATIC SURVEYING AND MAPPING, DATED 12/8/20, AND ON-SITE OBSERVATIONS.
- SOUNDINGS BY ISIMINGER & STUBBS ENGINEERING, INC. FIELD WORK PERFORMED 8/5/22. SOUNDINGS REDUCED TO MLW BASED ON PREDICTED TIDES ONLY.

This item has been digitally signed and sealed by Matthew D. Butler, P.E. on 12/6/2022 using a Digital Signature.  
 Printed copies of this document are not considered signed and sealed, and the signature must be verified on any electronic copies.



SKETCH SUBMITTED FOR ENVIRONMENTAL PERMIT REVIEW.  
 NOT INTENDED FOR CONSTRUCTION OR BUILDING PERMIT REVIEW.

SECTION VIEW

 ISIMINGER & STUBBS ENGINEERING, INC. COASTAL • ENVIRONMENTAL • MARINE REGISTRATION NUMBER: 8114 P.O. BOX 14702 - NORTH PALM BEACH, FL 33408 - 561-881-0003							
PROPOSED DOCK AND SEAWALL MAN-MADE BASIN 4801 SOUTH OCEAN BOULEVARD TOWN OF HIGHLAND BEACH, PALM BEACH COUNTY, FL APPLICANT: BOCA HIGHLAND BEACH CLUB & MARINA							
DATE	12/22	DRAWN	MDB	CHKD	TCR	APPRVD	MDB
DWG NO.	22133A5					SHEET	
COMPUTER FILE NO.	22133A					OF 5	

**COMMENCEMENT NOTIFICATION**

*Within ten (10) days of initiating the authorized work, submit this form to via electronic mail to [saj-rd-enforcement@usace.army.mil](mailto:saj-rd-enforcement@usace.army.mil) (preferred, not to exceed 15 MB) **or** by standard mail to U.S. Army Corps of Engineers, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.*

1. **Department of the Army Permit Number:** SAJ-       -       (       -       )

2. **Permittee Information:**

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

3. **Construction Start Date:** \_\_\_\_\_

4. **Contact to Schedule Inspection:**

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_  
Signature of Permittee

\_\_\_\_\_  
Printed Name of Permittee

\_\_\_\_\_  
Date

**SELF-CERTIFICATION STATEMENT OF COMPLIANCE**

*Within sixty (60) days of completion of the authorized work, submit this form via electronic mail to saj-rd-enforcement@usace.army.mil (preferred) or by standard mail to U.S. Army Corps of Engineers, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.*

1. Department of the Army Permit Number: SAJ-        -        (        -        )

2. Permittee Information: Name: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

3. Date Authorized Work Started: \_\_\_\_\_ Completed: \_\_\_\_\_

4. Contact to Schedule Inspection: Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

5. Description of Authorized Work (e.g. bank stabilization, fill placed within wetlands, docks, dredging, etc.): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

6. Acreage or Square Feet of Impacts to Waters of the United States: \_\_\_\_\_

7. Describe Mitigation completed (if applicable): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

8. Describe any Deviations from Permit (attach drawing(s) depicting the deviations):

\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

I certify that all work, and mitigation (if applicable) was done in accordance with the limitations and conditions as described in the permit. Any deviations as described above are depicted on the attached drawing(s).

\_\_\_\_\_  
Signature of Permittee

\_\_\_\_\_  
Printed Name of Permittee

\_\_\_\_\_  
Date

## STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at [ImperiledSpecies@myFWC.com](mailto:ImperiledSpecies@myFWC.com)
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at [MyFWC.com/manatee](http://MyFWC.com/manatee). Questions concerning these signs can be sent to the email address listed above.

# CAUTION: MANATEE HABITAT

All project vessels

**IDLE SPEED / NO WAKE**

When a manatee is within 50 feet of work  
all in-water activities must

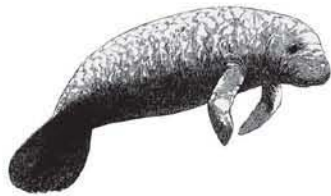
**SHUT DOWN**

Report any collision with or injury to a manatee:

**Wildlife Alert:**

**1-888-404-FWCC(3922)**

cell \*FWC or #FWC



August 28, 2023

Town of Highland Beach Building Department  
Attn: Ingrid Allen  
3616 S. Ocean Blvd.  
Highland Beach, FL 33487

Re: Permit Application DO23-0010  
Modification Request to DO21-0008  
Boca Highland Beach Club and Marina  
4801 S. Ocean Blvd

To whom it may concern,

At a properly noticed meeting held on April 21, 2021, the board of the Boca Highland Beach Club and Marina voted to contract with B & M Marine Construction to complete seawall and dock work at the above location. The board has authorized that the work scope be amended as follows –

- Install 176' of new seawall to be placed 19 to 22 inches in front of the existing seawall;
- Install 81' of new seawall to be placed up to 29 feet in front of the existing seawall;
- Removal of 255' of existing marginal dock (104' has already been removed during initial commencement of project; 151' still needs to be removed);
- Installation of 93' of new wood dock on new wood piles;
- Replacement of existing 30' x 4' wood pier on new wood piles in same location;
- Removal and reinstallation of existing boat lift on existing wood piles;
- Removal of six wood mooring piles;

We expect this repair work to commence once the appropriate permits are secured. Please contact Kande Lewandowski at 561-391-2461 or [kande@bocahighland.com](mailto:kande@bocahighland.com) with any questions or concerns on behalf of the association.

Sincerely,

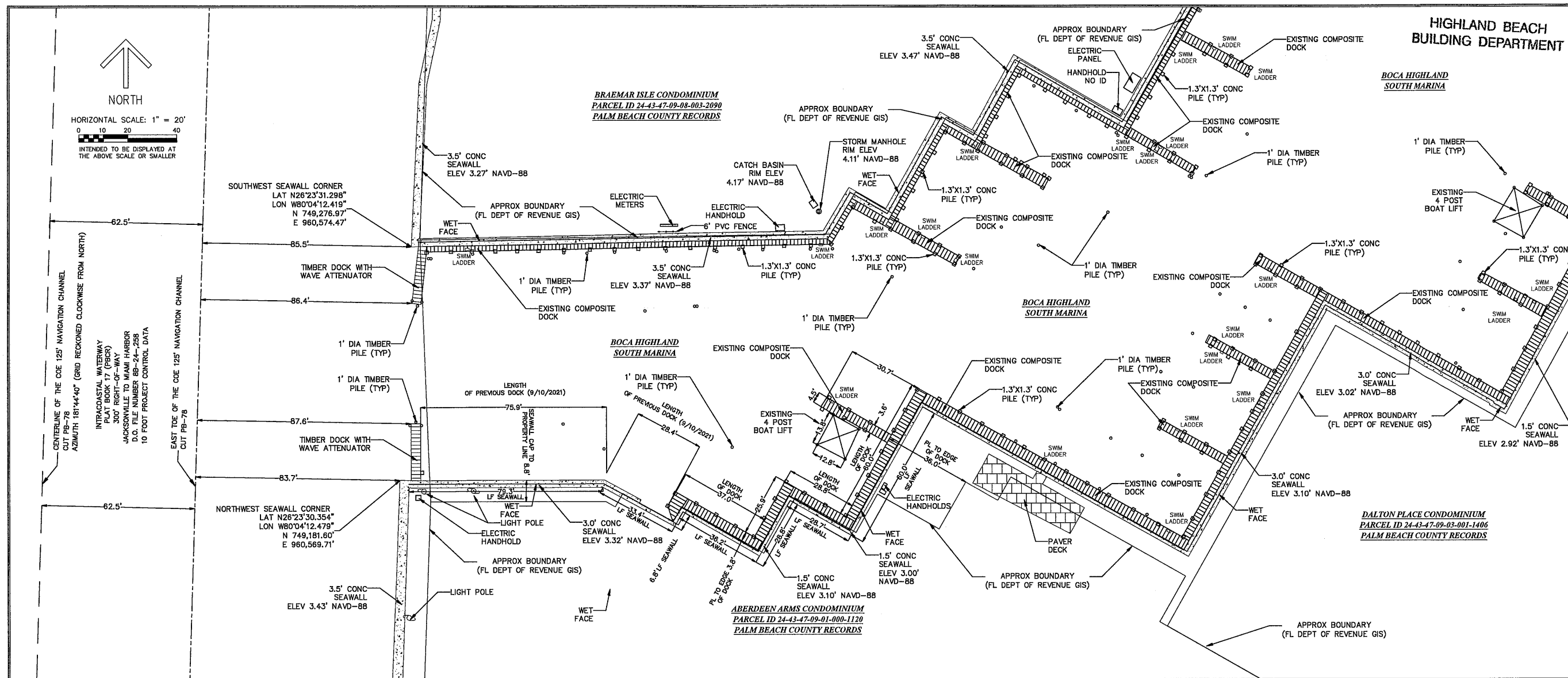
  
Keith Newfield

Treasurer for Boca Highland Beach Club & Marina, Inc.

RECEIVED

DEC 14 2023

LOCATION AND SPECIFIC PURPOSE SURVEY, 4801 SOUTH OCEAN BOULEVARD, HIGHLAND BEACH, FLORIDA, 33487  
A PORTION OF SECTION SECTION 9, TOWNSHIP 47 SOUTH, RANGE 43 EAST



HIGHLAND BEACH BUILDING DEPARTMENT

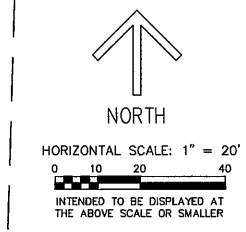
BOCA HIGHLAND SOUTH MARINA

BOCA HIGHLAND SOUTH MARINA

DALTON PLACE CONDOMINIUM  
PARCEL ID 24-43-47-09-03-001-1406  
PALM BEACH COUNTY RECORDS

ABERDEEN ARMS CONDOMINIUM  
PARCEL ID 24-43-47-09-01-000-1120  
PALM BEACH COUNTY RECORDS

BRAEMAR ISLE CONDOMINIUM  
PARCEL ID 24-43-47-09-08-003-2090  
PALM BEACH COUNTY RECORDS



SOUTHWEST SEAWALL CORNER  
LAT N26°23'31.298"  
LON W80°04'12.419"  
N 749,276.97'  
E 960,574.47'

NORTHWEST SEAWALL CORNER  
LAT N26°23'30.354"  
LON W80°04'12.479"  
N 749,181.60'  
E 960,569.71'

CENTERLINE OF THE COE 125' NAVIGATION CHANNEL CUT PB-78  
AZIMUTH 181°44'40" (GRID RECKONED CLOCKWISE FROM NORTH)

EAST TOE OF THE COE 125' NAVIGATION CHANNEL CUT PB-78

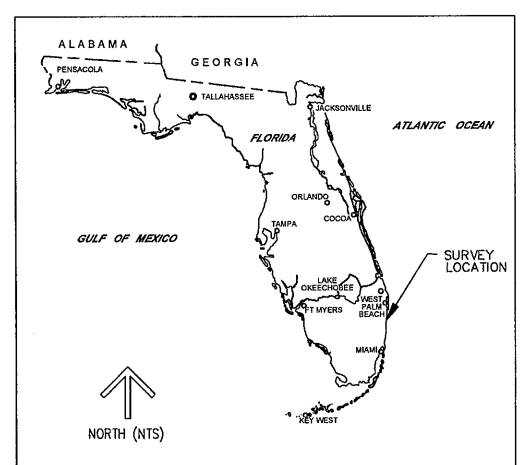
INTRACOASTAL WATERWAY PLAT BOOK 17 (PBCR)  
300' RIGHT-OF-WAY  
JACKSONVILLE TO MIAMI HARBOR  
D.O. FILE NUMBER 88-24-258  
10 FOOT PROJECT CONTROL DATA

CENTERLINE OF THE COE 125' NAVIGATION CHANNEL CUT PB-78  
AZIMUTH 181°44'40" (GRID RECKONED CLOCKWISE FROM NORTH)

EAST TOE OF THE COE 125' NAVIGATION CHANNEL CUT PB-78

CENTERLINE OF THE COE 125' NAVIGATION CHANNEL CUT PB-78  
AZIMUTH 181°44'40" (GRID RECKONED CLOCKWISE FROM NORTH)

EAST TOE OF THE COE 125' NAVIGATION CHANNEL CUT PB-78

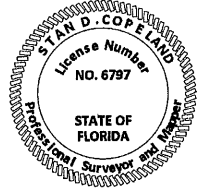


VICINITY MAP

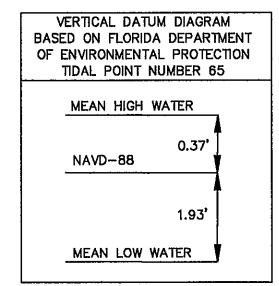


LOCATION MAP  
HIGHLAND BEACH, FL 33487

ABBREVIATIONS/LEGEND table with columns for symbol, description, and found status.



Digitally signed by Stanley Copeland  
DN: c=US,  
serialNumber=AATL2023040629317  
0, cn=Stanley Copeland,  
email=stan@tdisurvey.com  
Date: 2023.07.27 18:27:07 -04'00'



SURVEY NOTES:  
1. THIS IS NOT A BOUNDARY SURVEY.  
2. THIS SURVEY REPRESENTS A SPECIFIC PURPOSE SURVEY AS DEFINED BY THE STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE.  
3. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.  
4. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED EMBOSSED SEAL OR SECURE ELECTRONIC SIGNATURE OF THE UNDERSIGNED.  
5. NO SEARCH OF THE PUBLIC RECORDS WAS PERFORMED FOR EASEMENTS, ENCUMBRANCES OR OTHER INSTRUMENTS OF RECORD OTHER THAN THOSE SHOWN HEREON WHICH MAY AFFECT THIS PARCEL OF LAND.  
6. THIS SURVEY IS INTENDED TO BE DISPLAYED AT SCALE OF 1 INCH EQUALS 20 FEET OR SMALLER.  
7. UNDERGROUND UTILITIES WERE NOT LOCATED AS PART OF THIS SURVEY.  
8. GEOGRAPHIC AND PLANE COORDINATES SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICA DATUM OF 1983, FLORIDA STATE PLANE, ZONE 901, TRANSVERSE MERCATOR PROJECTION IN THE U.S. SURVEY FOOT UNIT OF MEASUREMENT.  
9. AZIMUTHS SHOWN HEREON ARE GRID ALONG THE CENTERLINE OF THE INTRACOASTAL WATERWAY NAVIGATION CHANNEL AS PROVIDED BY THE US ARMY CORPS OF ENGINEERS.  
10. LOCATIONS OF ALL IMPROVEMENTS WERE OBTAINED USING REAL TIME KINEMATIC GPS METHODOLOGIES WITH BROADCAST CORRECTIONS FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION REFERENCE NETWORK AND ARE ACCURATE TO THIRD ORDER, CLASS II.  
11. THE SPECIFIC PURPOSE OF THIS SURVEY IS TO SHOW THE LOCATION OF THE EXISTING SEAWALL AND ADJACENT IMPROVEMENTS WITHIN THE DEPICTED MARINA.  
12. ANY ELEVATIONS SHOWN HEREON ARE IN FEET AND RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD-88).  
CERTIFICATION:  
I HEREBY CERTIFY THAT THE ATTACHED SPECIFIC PURPOSE SURVEY OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION ON JULY 27TH, 2023. I FURTHER CERTIFY THAT THIS SPECIFIC PURPOSE SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTE 472.027.

STAN D. COPELAND, PSM - FLORIDA REGISTRATION NUMBER 6797  
JULY 27TH, 2023

Table with columns: REVISIONS, FILE NAME, DATE, BY.

PREPARED BY:  
TECHNICAL DISCIPLINES, INC.  
PROFESSIONAL SURVEYING AND MAPPING  
6335 STATE STREET, SUITE 3344I  
DEERFIELD BEACH, FLORIDA 33441  
954-850-2008 - LICENSED BUSINESS NO 8123

PREPARED FOR:  
BOCA HIGHLAND BEACH CLUB & MARINA, INC.  
4801 S. OCEAN BLVD.  
HIGHLAND BEACH, FL 33487

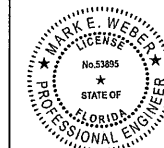
DATE 07/27/23  
DRAWN BY SDC  
F.B./PG. ELEC  
SCALE AS-SHOWN

JOB # TDI-928  
SHT. NO. 1  
OF 1 SHEETS

RECEIVED

DEC 14 2023

HIGHLAND BEACH  
BUILDING DEPARTMENT



Digitally signed by  
Mark E  
Weber  
Date:  
2023.10.16  
18:51:25  
-04'00'

Mark E. Weber, P.E.  
LICENSE #53885 | CA 30702  
MW ENGINEERING, INC  
902 NE 1 Street Suite #2  
Pompano Beach, Florida 33060  
Ofc: 754-333-0877  
WWW.MWEngineering.net

PREPARED FOR:  
B & M MARINE  
CONSTRUCTION, INC.  
1211 South Military Trail, Suite 200  
Deerfield Beach, FL 33442  
954-421-1700 CGC052820

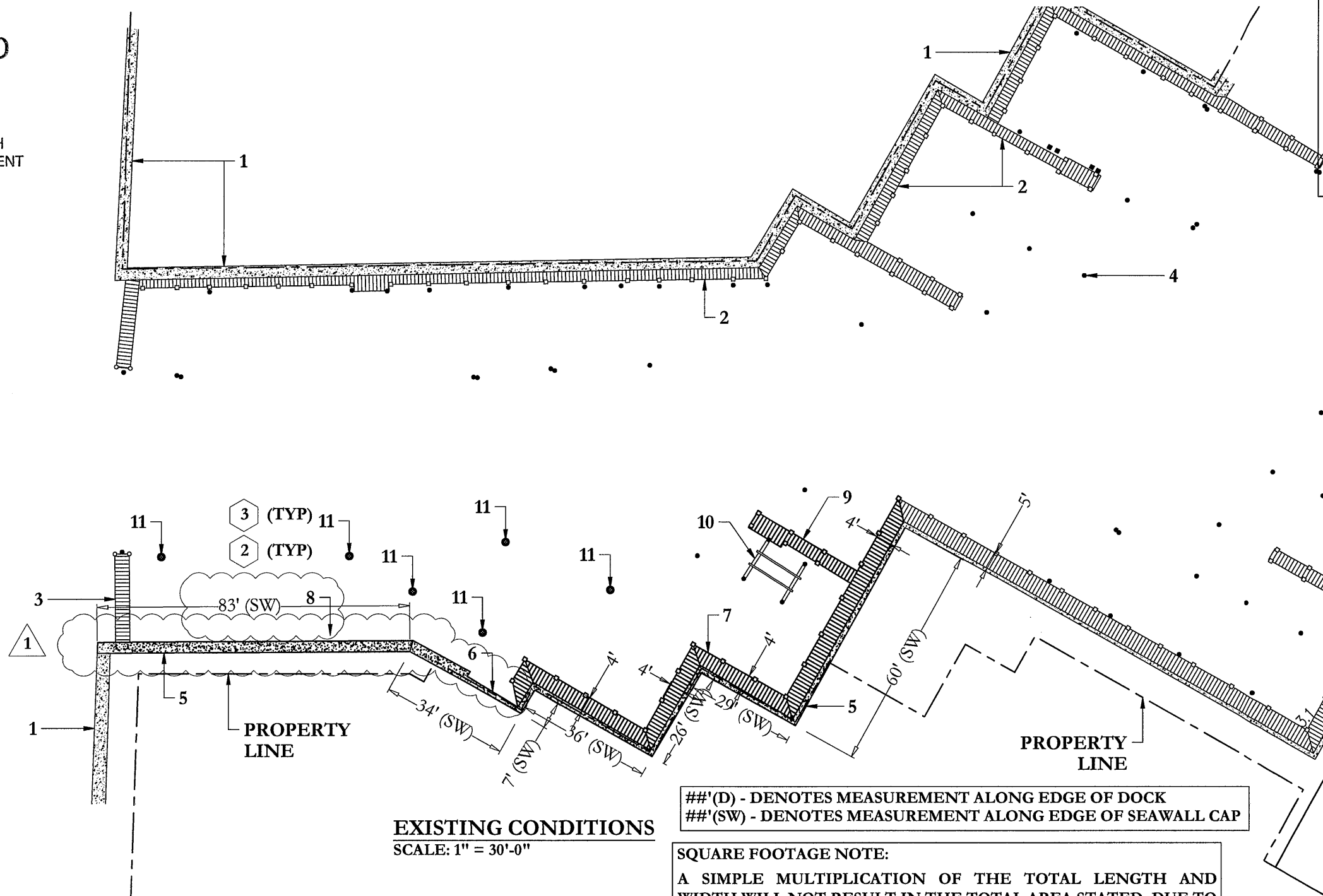
SEAWALL REPLACEMENT FOR:  
BOCA HIGHLANDS  
4801 S OCEAN BLVD  
HIGHLAND BEACH, FL

DATE	NOTES/REVISIONS
7/28/2023	REVISION 1
8/25/2023	Corrections per Town
10/16/2023	Corrections per Town

SCALE: AS NOTED  
DATE: 8/04/2021

JOB No: 20-2515

SHT 1  
1 of 11



EXISTING CONDITIONS  
SCALE: 1" = 30'-0"

##'(D) - DENOTES MEASUREMENT ALONG EDGE OF DOCK  
##'(SW) - DENOTES MEASUREMENT ALONG EDGE OF SEAWALL CAP

SQUARE FOOTAGE NOTE:  
A SIMPLE MULTIPLICATION OF THE TOTAL LENGTH AND WIDTH WILL NOT RESULT IN THE TOTAL AREA STATED, DUE TO THE CORNERS ALONG THE LENGTH OF THE DOCK. A SIMPLE MULTIPLICATION WILL CAUSE SOME CORNERS TO BE DUPLICATED IN THE TOTAL AREA AND SOME CORNERS TO BE MISSED IN THE TOTAL AREA. THE TOTAL AREA WAS CALCULATED ELECTRONICALLY USING THE CAD PROGRAM THAT WAS USED TO DRAW THE PLANS.

EXISTING LOCATIONS ARE APPROXIMATE BASED ON SURVEY BY TECHNICAL DISCIPLINES INC. SURVEYING AND MAPPING DATED 7/27/23

EXISTING CONDITIONS IDENTIFICATION:

- EXISTING CONCRETE SEAWALL, CAP AND PILES TO REMAIN
- EXISTING WOOD DOCK AND PIERS TO REMAIN
- EXISTING FINGER PIER AND WAVEBREAK TO REMAIN
- EXISTING MOORING PILES TO REMAIN (EXCEPT AS NOTED IN ITEM #11)
- EXISTING CONCRETE SEAWALL, CAP AND PILES TO BE REPLACED 19" TO 22" IN FRONT (APPROX. 172')
- EXISTING CONCRETE SEAWALL, CAP AND PILES TO BE REMOVED AND REPLACED UP TO 29' IN FRONT (APPROX. 103')
- EXISTING WOOD DOCK TO BE REMOVED (APPROX. 158', 636SF)
- EXISTING WOOD DOCK REMOVED DURING INITIAL COMMENCEMENT OF PROJECT (APPROX. 104', 312SF)
- EXISTING WOOD FINGER PIER (30' x 4', 120SF) AND PILES TO BE REMOVED
- EXISTING LIFT AND PILES TO BE REMOVED
- EXISTING MOORING PILES TO BE REMOVED (TYP OF 6)

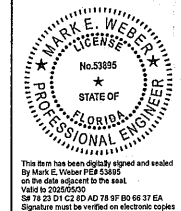
- 3 Corrections 3 - Removed bold highlight from dimensions on Sheets 1, 2, 3 of 11
- 2 Corrections 2 - Changed cap width to 4' to match FDEP/ACOE; Made dimensions/leaders bold and larger
- 1 Revision 1 - Denoted removal of portion of existing dock; Change to layout design of new seawall and dock



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DEC 14 2023

HIGHLAND BEACH  
BUILDING DEPARTMENT

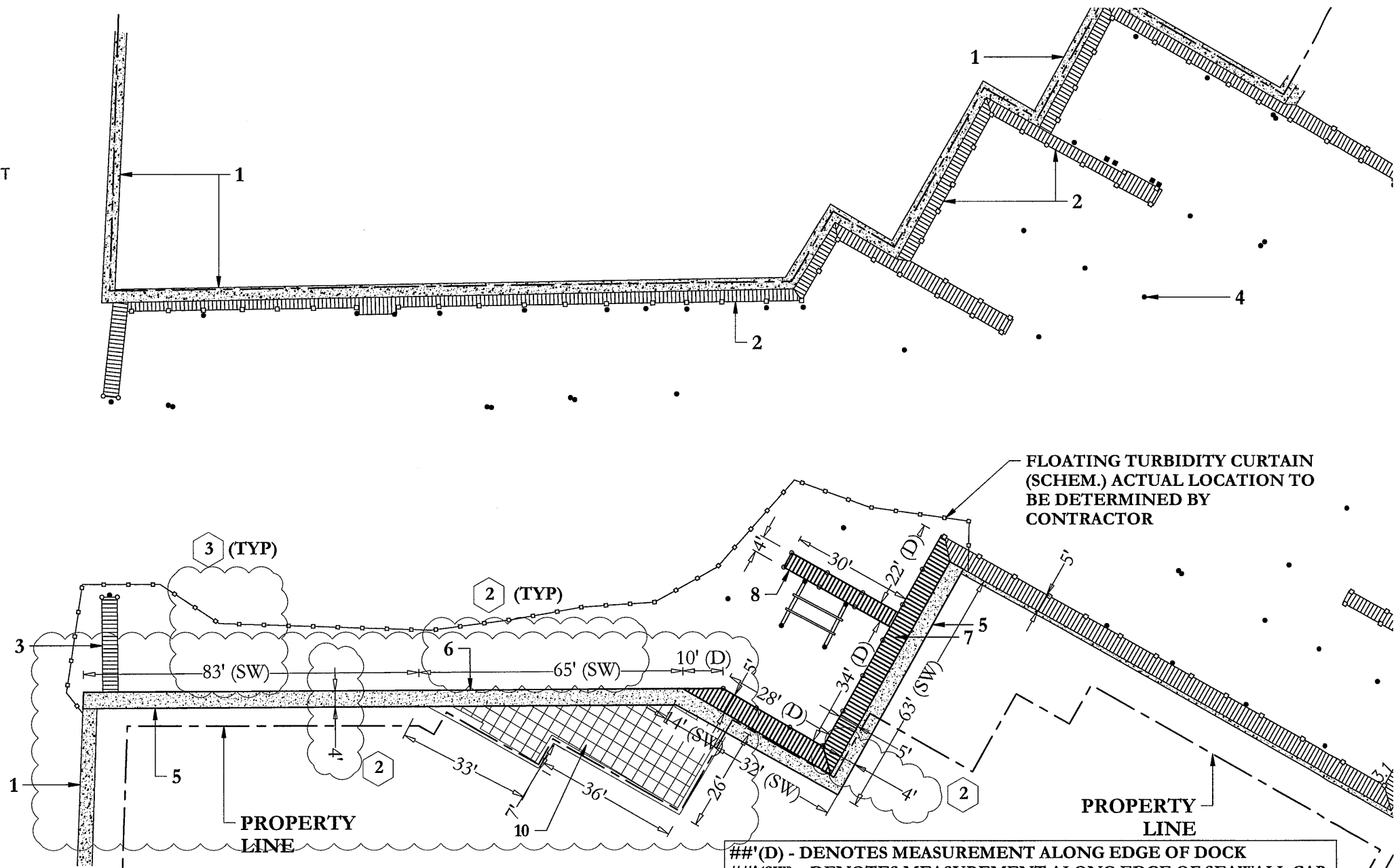


Digitally signed by  
Mark E Weber  
Date:  
2023.10.16  
18:52:24  
-04'00'

Mark E. Weber, P.E.  
LICENSE #53895 | CA 30702  
MW ENGINEERING, INC  
902 NE 1 Street Suite #2  
Pompano Beach, Florida 33060  
Ofc: 754-333-0877  
WWW.MWEngineering.net

EAST EDGE OF CHANNEL

INTRACOASTAL WATERWAY



**PROPOSED CONDITIONS**  
SCALE: 1" = 30'-0"

##'(D) - DENOTES MEASUREMENT ALONG EDGE OF DOCK  
##'(SW) - DENOTES MEASUREMENT ALONG EDGE OF SEAWALL CAP

**SQUARE FOOTAGE NOTE:**  
A SIMPLE MULTIPLICATION OF THE TOTAL LENGTH AND WIDTH WILL NOT RESULT IN THE TOTAL AREA STATED, DUE TO THE CORNERS ALONG THE LENGTH OF THE DOCK. A SIMPLE MULTIPLICATION WILL CAUSE SOME CORNERS TO BE MISSED IN THE TOTAL AREA. THE TOTAL AREA WAS CALCULATED ELECTRONICALLY USING THE CAD PROGRAM THAT WAS USED TO DRAW THE PLANS.

EXISTING LOCATIONS ARE APPROXIMATE BASED ON SURVEYS BY TECHNICAL DISCIPLINES INC. SURVEYING AND MAPPING DATED 7/27/23

**PROPOSED CONDITIONS IDENTIFICATION:**

1. EXISTING CONCRETE SEAWALL, CAP AND PILES TO REMAIN
2. EXISTING WOOD DOCK AND PIERS TO REMAIN
3. EXISTING FINGER PIER AND WAVEBREAK TO REMAIN
4. EXISTING MOORING PILES TO REMAIN
5. NEW CONCRETE SEAWALL, CAP AND PILES INSTALLED 19" TO 22" IN FRONT OF EXISTING (APPROX. 176')
6. NEW CONCRETE SEAWALL, CAP AND PILES INSTALLED UP TO 29' IN FRONT OF EXISTING (APPROX. 81')
7. NEW 93' x 5' WOOD DOCK ON (9) NEW WOOD PILES (476SF)
8. NEW WOOD FINGER PIER (30' x 4', 120SF) ON (6) NEW WOOD PILES TO BE RECONSTRUCTED IN SAME LOCATION AS EXISTING ON NEW WOOD PILES
9. EXISTING LIFT AND PILES TO BE REINSTALLED IN SAME LOCATION
10. CLEAN BACKFILL BETWEEN NEW AND EXISTING SEAWALLS; 830SF, 310CY

- 3 Corrections 3 - Removed bold highlight from dimensions on Sheets 1, 2, 3 of 11
- 2 Corrections 2 - Changed cap width to 4' to match FDEP/ACOE; Made dimensions/leaders bold and larger
- 1 Revision 1 - Denoted removal of portion of existing dock; Change to layout design of new seawall and dock

PREPARED FOR:  
**B & M MARINE CONSTRUCTION, INC.**  
1211 South Military Trail, Suite 200  
Deerfield Beach, FL 33442  
954-421-1700 CGC052820

SEAWALL REPLACEMENT FOR:  
**BOCA HIGHLANDS**  
4801 S OCEAN BLVD  
HIGHLAND BEACH, FL

DATE	NOTES/REVISIONS
7/28/2023	REVISION 1
8/25/2023	Corrections per Town
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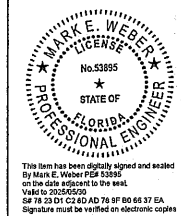
SCALE: AS NOTED  
DATE: 8/04/2021  
JOB No: 20-2515  
**SHT 2**  
2 of 11

RECEIVED

DEC 14 2023

HIGHLAND BEACH  
BUILDING DEPARTMENT

##'(PD) - DENOTES MEASUREMENT FROM PROPERTY LINE TO EDGE OF DOCK  
##'(PS) - DENOTES MEASUREMENT FROM PROPERTY LINE TO EDGE OF CAP  
##'(PP) - DENOTES MEASUREMENT FROM PROPERTY LINE TO END OF PIER  
##'(PL) - DENOTES MEASUREMENT FROM PROPERTY LINE TO END OF LIFT



Digitally signed by Mark E Weber  
Date: 2023.10.16 18:52:43 -04'00'

Mark E. Weber, P.E.  
LICENSE #53895 | CA 30702  
MW ENGINEERING, INC  
902 NE 1 Street Suite #2  
Pompano Beach, Florida 33060  
Ofc: 754-333-0877  
WWW.MwEngineering.net

PREPARED FOR:  
B & M MARINE  
CONSTRUCTION, INC.  
1211 South Military Trail, Suite 200  
Deerfield Beach, FL 33442  
954-421-1700 CGC052820

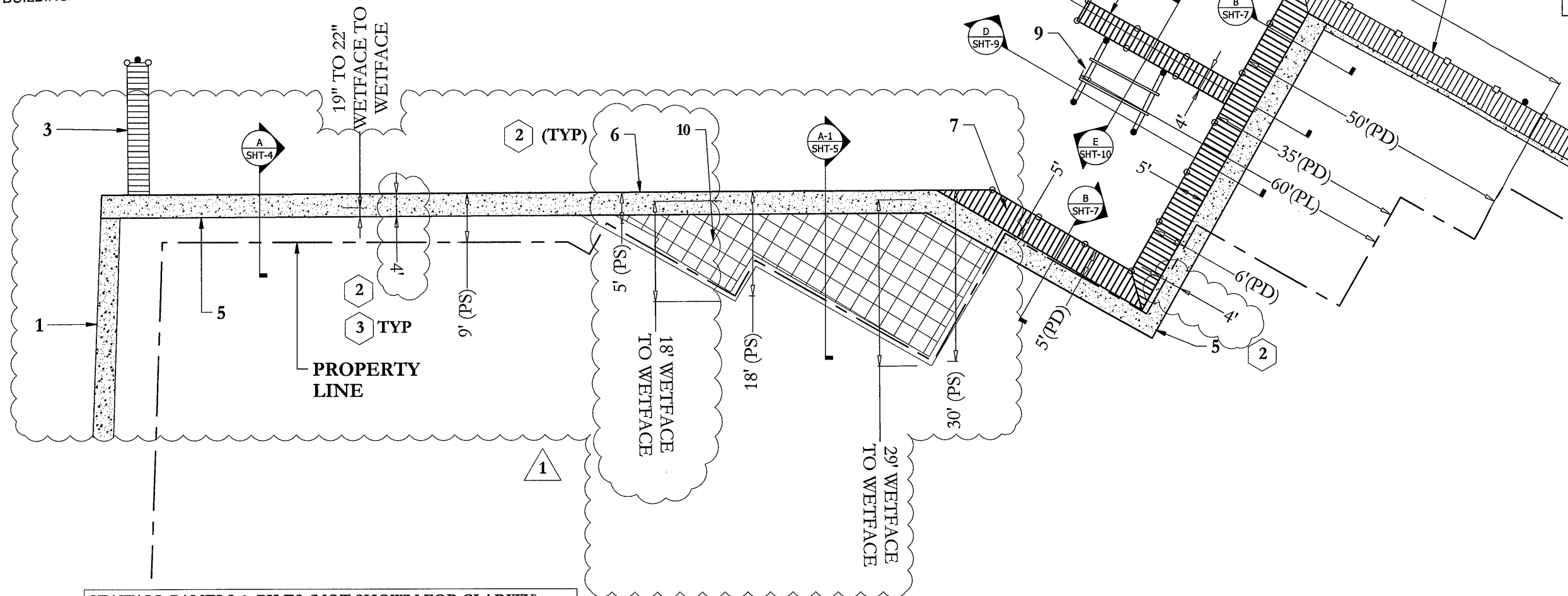
SEAWALL REPLACEMENT FOR:  
BOCA HIGHLANDS  
4801 S OCEAN BLVD  
HIGHLAND BEACH, FL

DATE	NOTES/REVISIONS
7/28/2023	REVISION 1
8/25/2023	Corrections per Town
10/16/2023	Corrections per Town

SCALE: AS NOTED  
DATE: 8/04/2021

JOB No: 20-2515

SHT 3  
3 of 11



SEAWALL PANELS & PILES (NOT SHOWN FOR CLARITY) -  
PANELS - 28 VERTICAL PILES - 30 BATTER PILES - 28  
(ALL QUANTITIES ARE APPROXIMATE; ACTUAL QUANTITIES MAY DIFFER DUE TO FINAL LAYOUT DETERMINED IN FIELD)

**SECTION DETAIL LAYOUT**  
**(w/ DIMENSIONS FROM PROPERTY LINE)**  
SCALE: 1" = 20'-0"

**PROPOSED CONDITIONS IDENTIFICATION:**

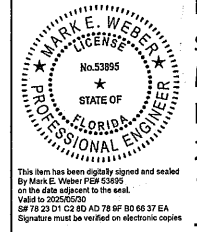
1. EXISTING CONCRETE SEAWALL, CAP AND PILES TO REMAIN
2. EXISTING WOOD DOCK AND PIERS TO REMAIN
3. EXISTING FINGER PIER AND WAVEBREAK TO REMAIN
4. EXISTING MOORING PILES TO REMAIN (EXCEPT AS NOTED)
5. NEW CONCRETE SEAWALL, CAP AND PILES INSTALLED 19" TO 22" IN FRONT OF EXISTING (APPROX. 176')
6. NEW CONCRETE SEAWALL, CAP AND PILES INSTALLED UP TO 29' IN FRONT OF EXISTING (APPROX. 81')
7. NEW 93' x 5' WOOD DOCK ON (9) NEW WOOD PILES (476SF)
8. NEW WOOD FINGER PIER (30' x 4', 120SF) ON (6) NEW WOOD PILES TO BE RECONSTRUCTED IN SAME LOCATION AS EXISTING ON NEW WOOD PILES
9. EXISTING LIFT AND PILES TO BE REINSTALLED IN SAME LOCATION
10. CLEAN BACKFILL BETWEEN NEW AND EXISTING SEAWALLS; 830SF, 310CY

- 3 Corrections 3 - Removed bold highlight from dimensions on Sheets 1, 2, 3 of 11
- 2 Corrections 2 - Changed cap width to 4' to match FDEP/ACOE; Made dimensions/leaders bold and larger
- 1 Revision 1 - Denoted removal of portion of existing dock; Change to layout design of new seawall and dock

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HIGHLAND BEACH  
BUILDING DEPARTMENT



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Mark E Weber  
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-04'00'

Mark E. Weber, P.E.  
LICENSE #53895 | CA 30702  
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PREPARED FOR:  
B & M MARINE  
CONSTRUCTION, INC.  
1211 South Military Trail, Suite 200  
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954-421-1700 CGC052820

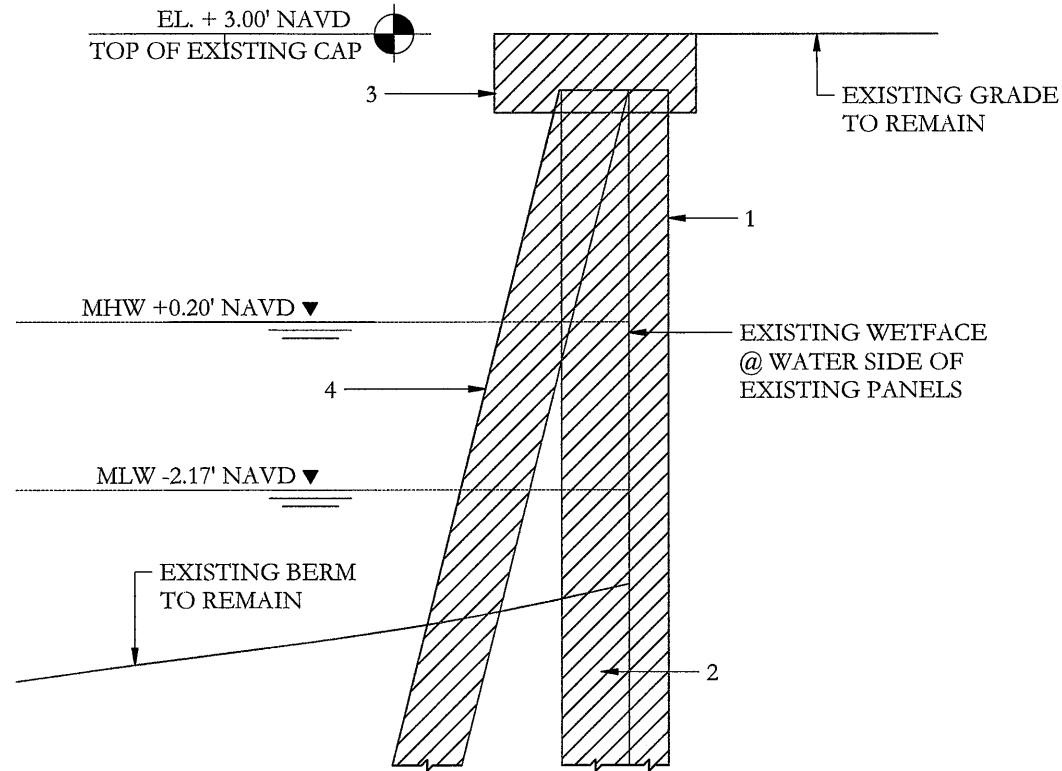
SEAWALL REPLACEMENT FOR:  
BOCA HIGHLANDS  
4801 S OCEAN BLVD  
HIGHLAND BEACH, FL

DATE	NOTES/REVISIONS
8/25/2023	Corrections per Town

SCALE: AS NOTED  
DATE: 8/04/2021

JOB No: 20-2515

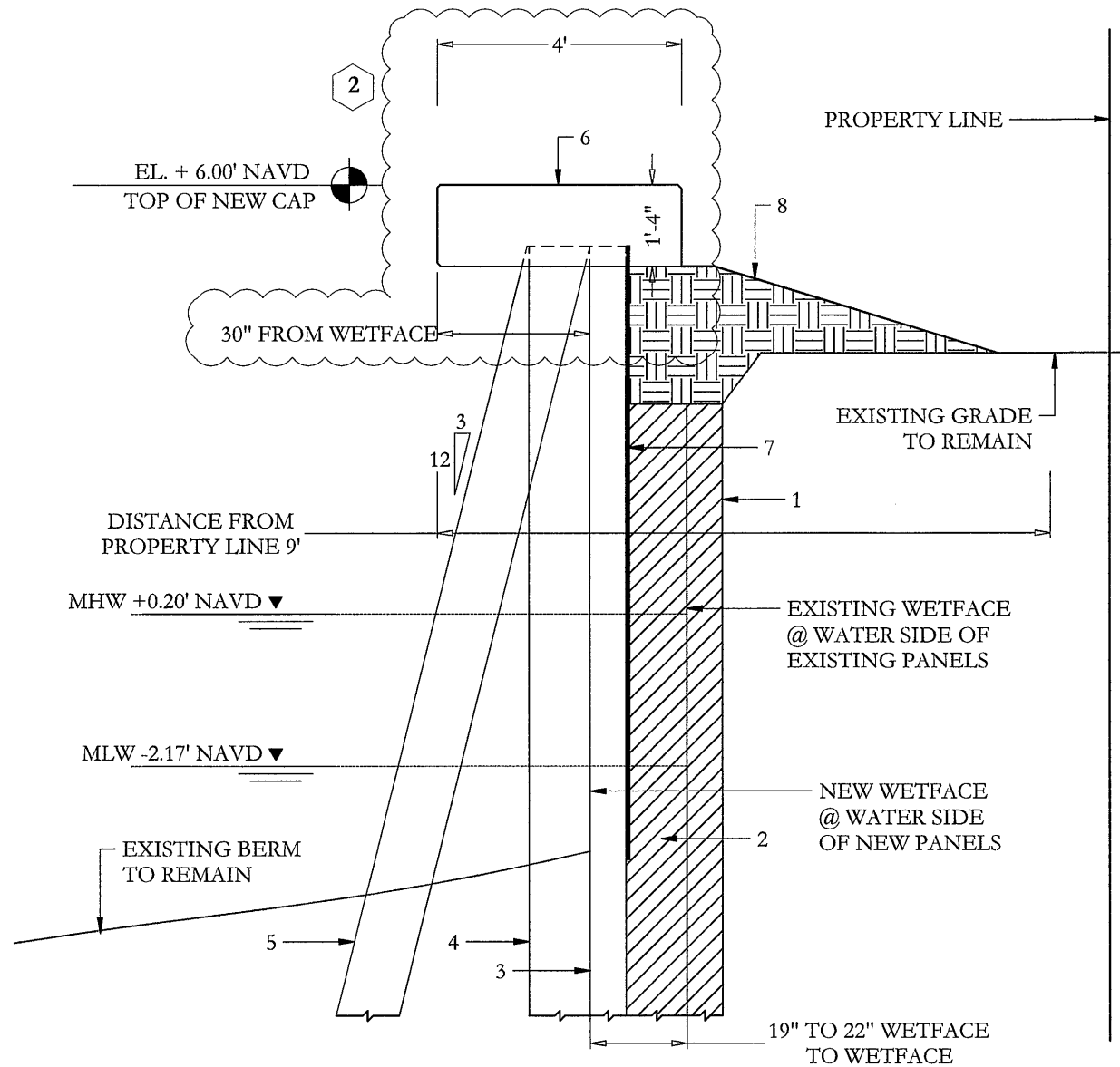
SHT 4  
4 of 11



**EXISTING SEAWALL DETAIL**  
SCALE: 3/8" = 1'-0"

**EXISTING SEAWALL IDENTIFICATION:**

- EXISTING SEAWALL PANELS TO REMAIN
- EXISTING VERTICAL PILES TO REMAIN TO MAINTAIN WALL INTEGRITY DURING INSTALLATION OF NEW WALL; SOME EXISTING VERTICALS PILINGS TO BE REMOVED AS NECESSARY;
- EXISTING CAP TO BE REMOVED
- EXISTING BATTER PILES TO BE REMOVED

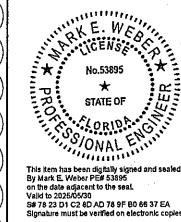


**A SECTION A**  
SHT 4 SCALE: 3/8" = 1'-0"

**PROPOSED SEAWALL IDENTIFICATION:**

- EXISTING SEAWALL PANELS TO REMAIN
- EXISTING VERTICAL PILES TO REMAIN TO MAINTAIN WALL INTEGRITY DURING INSTALLATION OF NEW WALL; SOME EXISTING VERTICALS PILINGS TO BE REMOVED AS NECESSARY;
- PROPOSED 8'-10" x 7.5" x 12' PRE-CAST CONCRETE PANEL (SEE SHEET 6 FOR DETAILS)
- PROPOSED 12" x 12" CONCRETE KING PILE
- PROPOSED 12" x 12" CONCRETE BATTER PILE
- PROPOSED 48" x 16" CONCRETE SEAWALL CAP
- PROPOSED GEOTEXTILE FABRIC AT CONCRETE PANEL GAP
- MINIMAL BACKFILL WITH CLEAN MATERIAL OVER EXISTING SEAWALL COMPONENTS TO REMAIN

2 Corrections 2 - Changed cap width to 4' to match FDEP/ACOE; Made dimensions/leaders bold and larger



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 Date: 2023.10.16 18:53:23 -04'00'

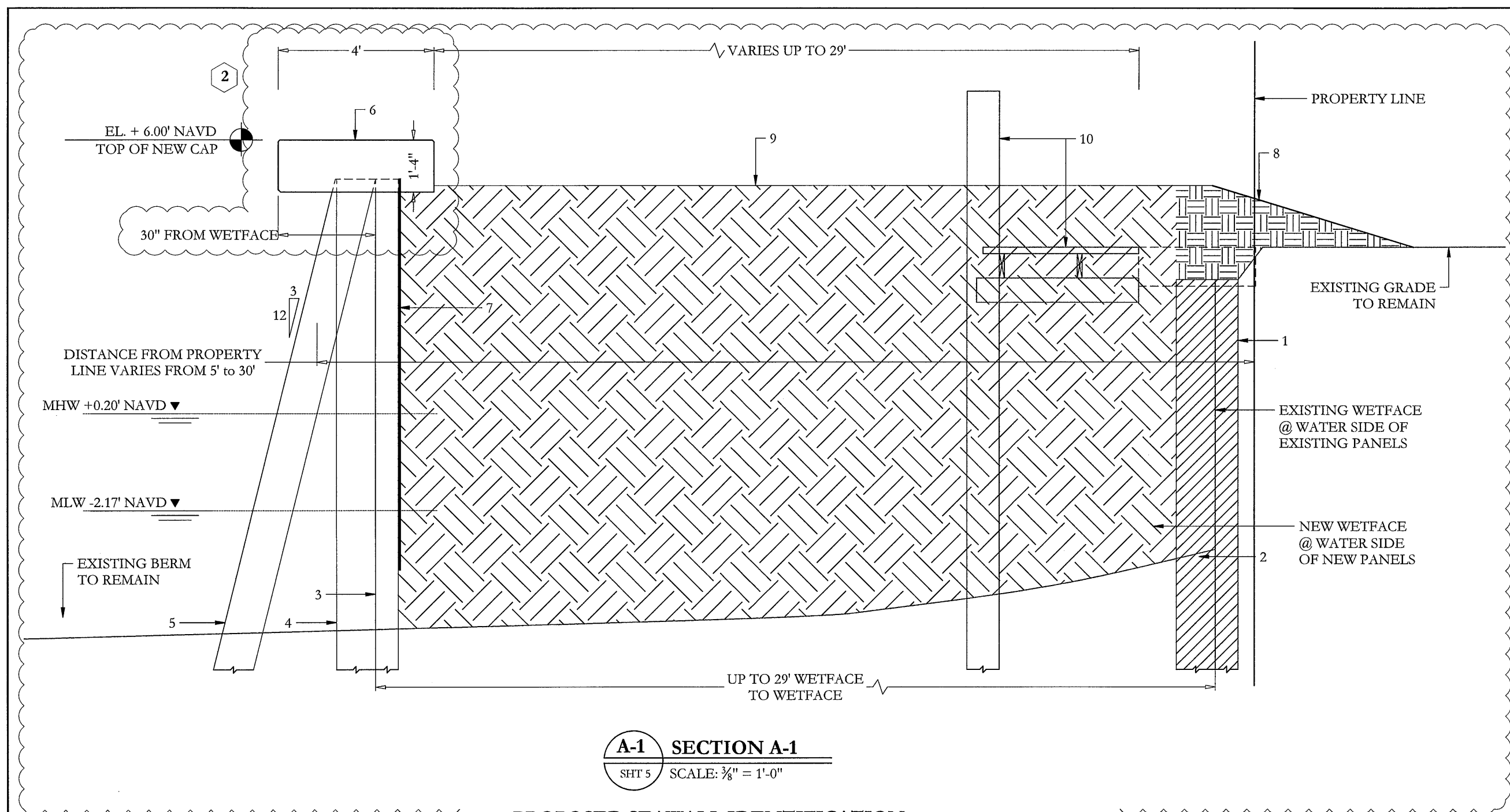
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 Pompano Beach, Florida 33060  
 Ofc: 754-333-0877  
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 Deerfield Beach, FL 33442  
 954-421-1700 CGC052820

SEAWALL REPLACEMENT FOR:  
 BOCA HIGHLANDS  
 4801 S OCEAN BLVD  
 HIGHLAND BEACH, FL

DATE	NOTES/REVISIONS
7/28/2023	REVISION 1
8/25/2023	Corrections per Town

SCALE: AS NOTED  
 DATE: 8/04/2021  
 JOB No: 20-2515  
**SHT 5**  
 5 of 11



**A-1 SECTION A-1**  
 SHT 5 SCALE: 3/8" = 1'-0"

**PROPOSED SEAWALL IDENTIFICATION:**

1. EXISTING SEAWALL PANELS TO REMAIN
2. EXISTING VERTICAL PILES TO REMAIN TO MAINTAIN WALL INTEGRITY DURING INSTALLATION OF NEW WALL; SOME EXISTING VERTICALS PILINGS TO BE REMOVED AS NECESSARY;
3. PROPOSED 8'-10" x 7.5" x 12' PRE-CAST CONCRETE PANEL (SEE SHT 6 FOR DETAILS)
4. PROPOSED 12" x 12" CONCRETE KING PILE
5. PROPOSED 12" x 12" CONCRETE BATTER PILE
6. PROPOSED 48" x 16" CONCRETE SEAWALL CAP
7. PROPOSED GEOTEXTILE FABRIC AT CONCRETE PANEL GAP
8. MINIMAL BACKFILL WITH CLEAN MATERIAL OVER EXISTING SEAWALL COMPONENTS TO REMAIN
9. BACKFILL WITH CLEAN MATERIAL BETWEEN NEW AND EXISTING SEAWALLS
10. EXISTING DOCK AND PILES TO BE REMOVED

1

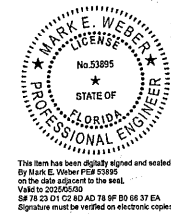
2  
 1  
 Corrections 2 - Changed cap width to 4' to match FDEP/ACOE; Made dimensions/leaders bold and larger  
 Revision 1 - Denoted removal of portion of existing dock; Change to layout design of new seawall and dock

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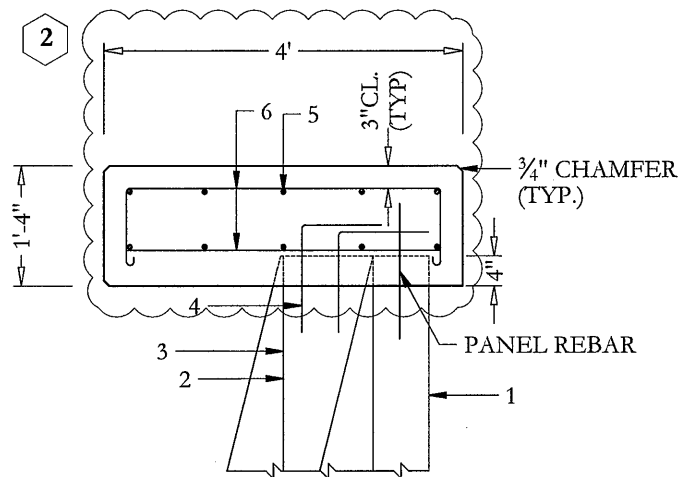
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Weber  
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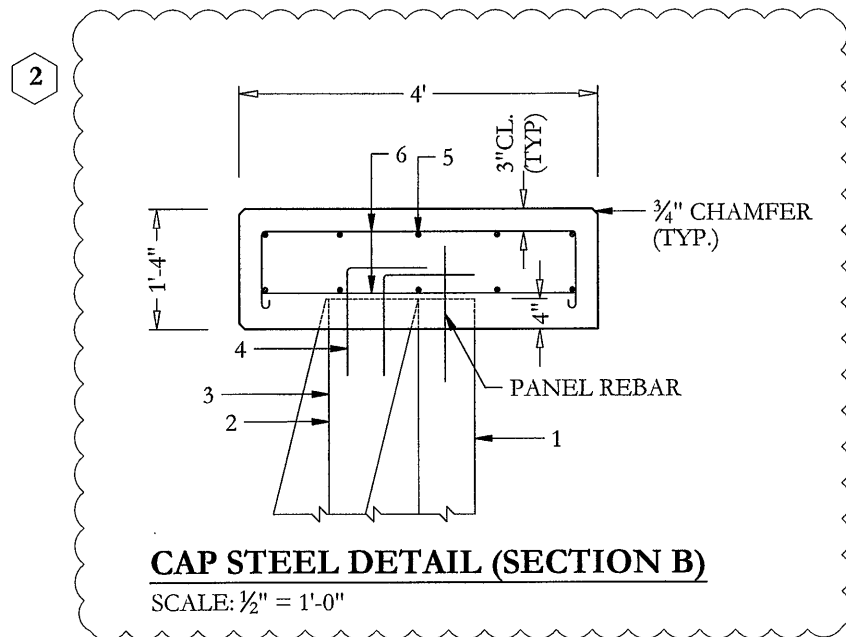


**CAP STEEL DETAIL (SECTIONS A & A-1)**

SCALE: 1/2" = 1'-0"

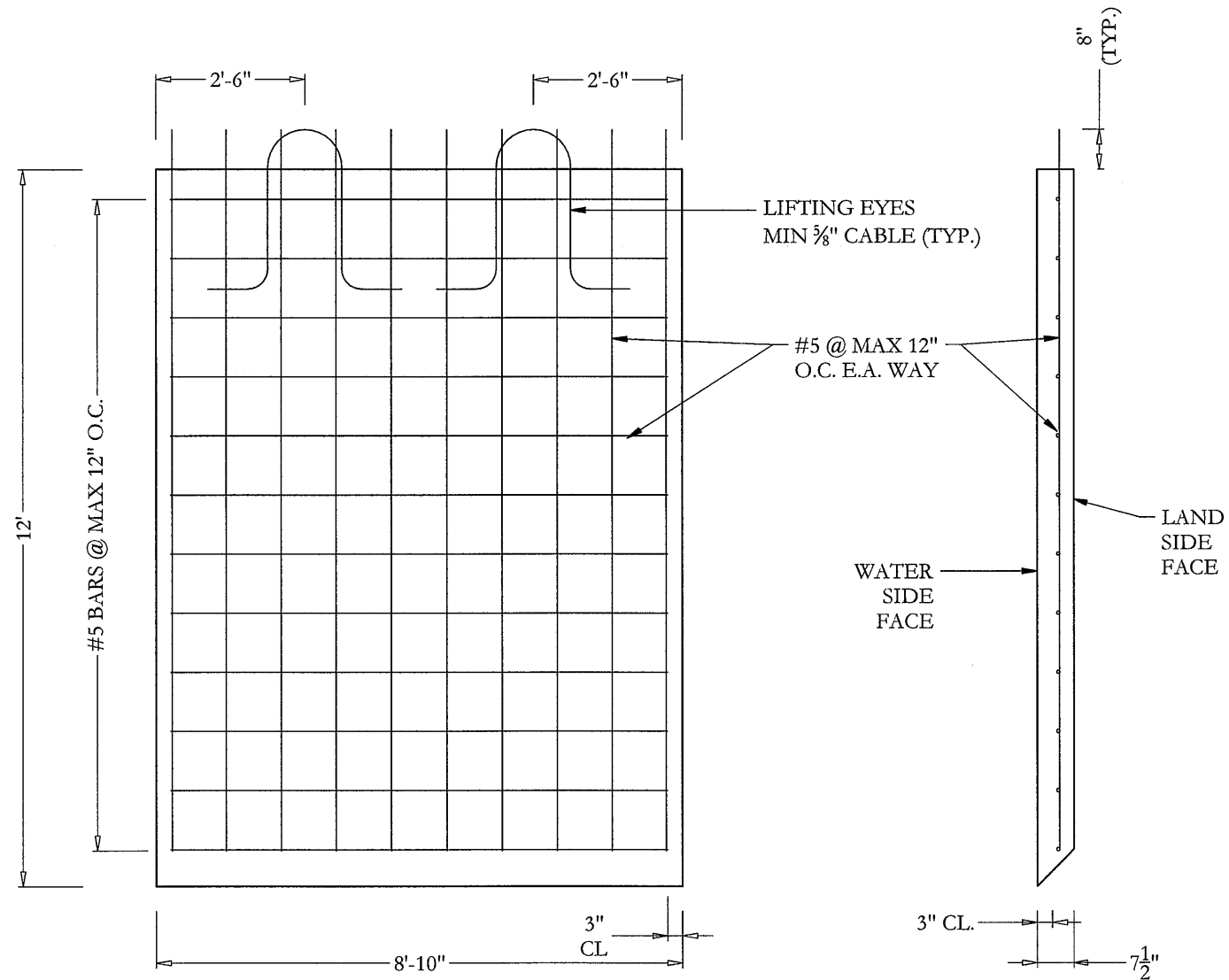
**CAP STEEL IDENTIFICATION:**

1. PROPOSED 8'-10" x 7.5" x 12' PRE-CAST CONCRETE PANEL (SEE SHEET 6 FOR DETAILS)
2. PROPOSED 12" x 12" CONCRETE VERTICAL PILE
3. PROPOSED 12" x 12" CONCRETE BATTER PILE
4. EXTEND PILE STRANDS A MIN. OF 18" INTO CAP/DOCK SLAB STEEL OR CUT STRANDS EVEN W/ TOP OF PILINGS & DOWEL & EPOXY (2) #5 L-BARS, 12" LONG W/ 12" BEND, INTO TOP OF PILINGS, W/ A MIN. OF 4" EMBEDMENT.
5. (10) #5 BARS CONTINUOUS
6. #3 STIRRUPS WITH #3 CROSS TIES @ 18" O.C.



**CAP STEEL DETAIL (SECTION B)**

SCALE: 1/2" = 1'-0"



**CONCRETE PANEL DETAIL**

SCALE: 3/8" = 1'-0"

**SIDE VIEW**

SCALE: 3/8" = 1'-0"

NOTE:  
PANEL HEIGHT TO BE VERIFIED ON SITE BY CONTRACTOR  
BEFORE CONSTRUCTION, TO PROVIDE A MINIMUM OF 2'  
EMBEDMENT INTO EXISTING GRADE.

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PREPARED FOR:  
**B & M MARINE  
CONSTRUCTION, INC.**  
1211 South Military Trail, Suite 200  
Deerfield Beach, FL 33442  
954-421-1700 CGC052820

SEA WALL REPLACEMENT FOR:  
**BOCA HIGHLANDS**  
4801 S OCEAN BLVD  
HIGHLAND BEACH, FL

DATE	NOTES/REVISIONS
8/25/2023	Corrections per Town

SCALE: AS NOTED

DATE: 8/04/2021

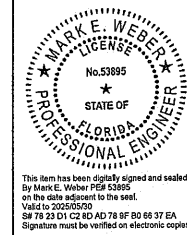
JOB No: 20-2515

**SHT 6**

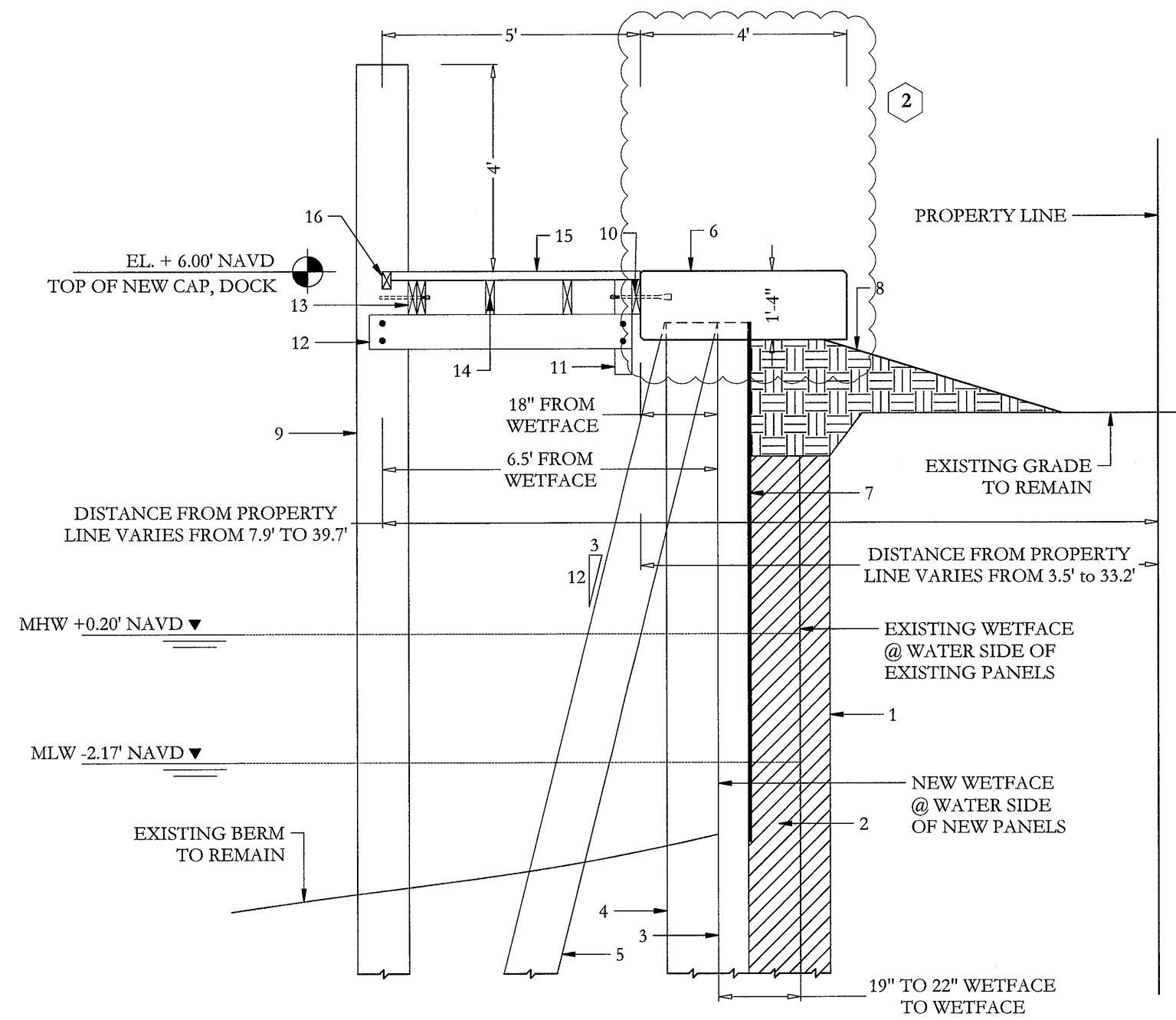
6 of 11

2 Corrections 2 - Changed cap width to 4' to match  
FDEP/ACOE; Made dimensions/leaders bold and larger

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 BUILDING DEPARTMENT



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**B SECTION B**  
 SHT 7 SCALE: 3/8" = 1'-0"

**PROPOSED SEAWALL & DOCK IDENTIFICATION:**

- |  |  |
|--|--|
| <ol style="list-style-type: none"> <li>1. EXISTING SEAWALL PANELS TO REMAIN</li> <li>2. EXISTING VERTICAL PILES TO REMAIN TO MAINTAIN WALL INTEGRITY DURING INSTALLATION OF NEW WALL; SOME EXISTING VERTICALS PILINGS TO BE REMOVED AS NECESSARY;</li> <li>3. PROPOSED 8'-10" x 7.5" x 12' PRE-CAST CONCRETE PANEL (SEE SHEET 6 FOR DETAILS)</li> <li>4. PROPOSED 12" x 12" CONCRETE KING PILE</li> <li>5. PROPOSED 12" x 12" CONCRETE BATTER PILE</li> <li>6. PROPOSED 48" x 16" CONCRETE SEAWALL CAP</li> <li>7. PROPOSED GEOTEXTILE FABRIC AT CONCRETE PANEL GAP</li> <li>8. MINIMAL BACKFILL WITH CLEAN MATERIAL OVER EXISTING SEAWALL COMPONENTS TO REMAIN</li> </ol> | <ol style="list-style-type: none"> <li>9. NEW 12" DIA. WOOD PILING</li> <li>10. 2" x 8" LEDGER TO CAP WITH (2) 5/8" WEDGE ANCHORS @ 36" O.C, MIN. 4" EMBEDMENT</li> <li>11. 4" x 12" HANGER TO CAP WITH (2) 5/8" WEDGE ANCHOR, MIN. 4" EMBEDMENT</li> <li>12. 2" x 8" SUBSTRINGER WITH (2) 5/8" THRU BOLT OR LAG BOLT @ PILING AND HANGERS</li> <li>13. (2) 2" x 8" STRINGERS @ PILING WITH (1) 5/8" THRU BOLT OR LAG BOLT TO PILING</li> <li>14. 2" x 8" STRINGERS W/ (2) 16D NAILS TO EACH SUBSTRINGER; @ 16" O.C. FOR AZEK DECKBOARDS OR 24" O.C.. FOR PRESSURE TREATED WOOD DECKBOARDS OR 3/4" IPE DECKBOARDS</li> <li>15. 2" x 6" DECKING WITH (2) #8 x 3" DECK SCREWS PER STRINGER</li> <li>16. 2" x 4" WOOD TRIM</li> </ol> |
|--|--|

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SEAWALL REPLACEMENT FOR:  
**BOCA HIGHLANDS**  
 4801 S OCEAN BLVD  
 HIGHLAND BEACH, FL

DATE	NOTES/REVISIONS
8/25/2023	Corrections per Town

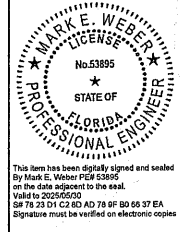
SCALE: AS NOTED  
 DATE: 8/04/2021  
 JOB No: 20-2515

2 Corrections 2 - Changed cap width to 4' to match FDEP/ACOE; Made dimensions/leaders bold and larger

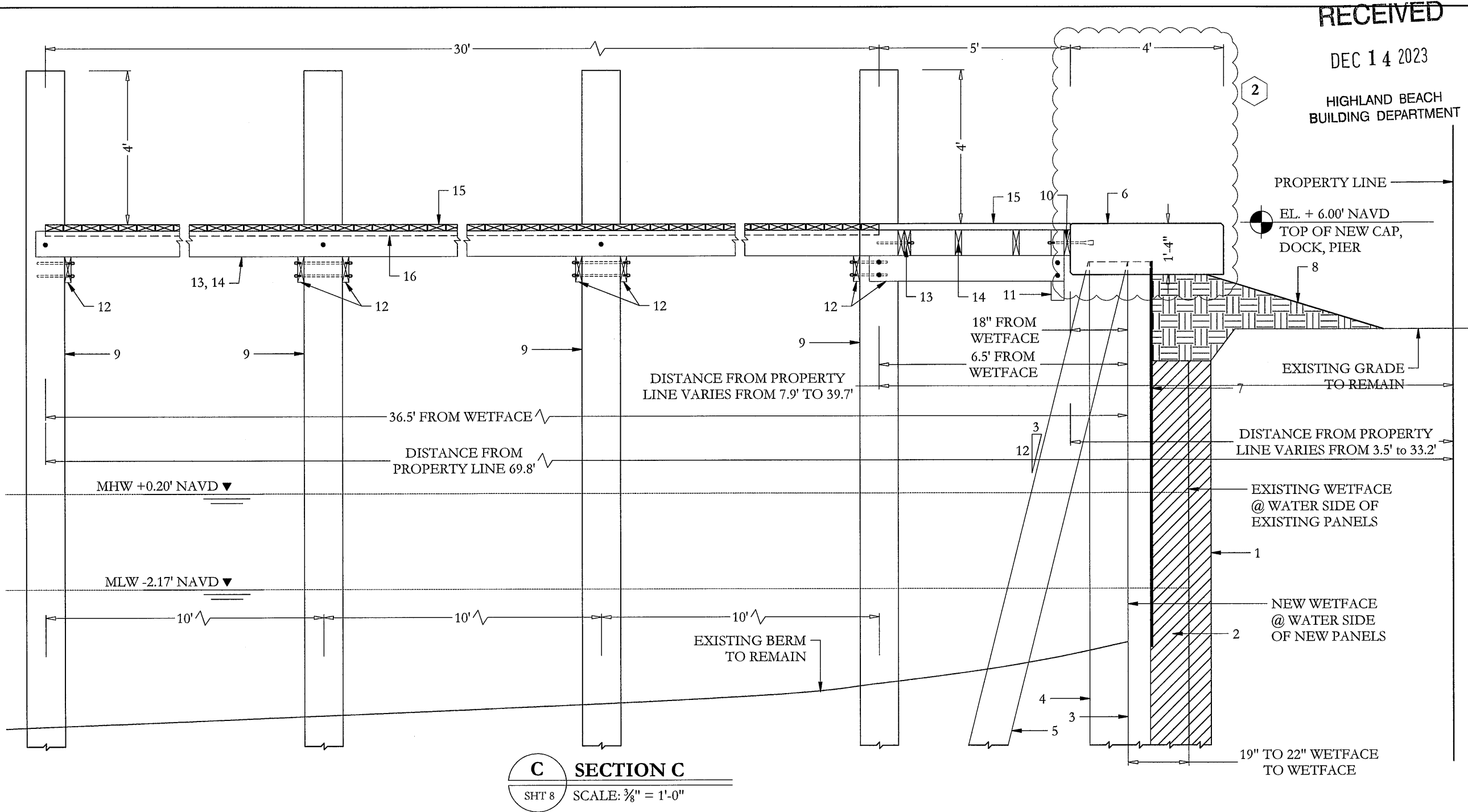
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BUILDING DEPARTMENT



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**C SECTION C**  
SHT 8 SCALE: 3/8" = 1'-0"

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Deerfield Beach, FL 33442  
954-421-1700 CGC052820

SEAWALL REPLACEMENT FOR:  
**BOCA HIGHLANDS**  
4801 S OCEAN BLVD  
HIGHLAND BEACH, FL

**PROPOSED SEAWALL, DOCK & PIER IDENTIFICATION:**

- |  |   |
|--|---|
| <ol style="list-style-type: none"> <li>1. EXISTING SEAWALL PANELS TO REMAIN</li> <li>2. EXISTING VERTICAL PILES TO REMAIN TO MAINTAIN WALL INTEGRITY DURING INSTALLATION OF NEW WALL; SOME EXISTING VERTICALS PILINGS TO BE REMOVED AS NECESSARY;</li> <li>3. PROPOSED 8'-10" x 7.5" x 12' PRE-CAST CONCRETE PANEL (SEE SHEET 6 FOR DETAILS)</li> <li>4. PROPOSED 12" x 12" CONCRETE KING PILE</li> <li>5. PROPOSED 12" x 12" CONCRETE BATTER PILE</li> <li>6. PROPOSED 48" x 16" CONCRETE SEAWALL CAP</li> <li>7. PROPOSED GEOTEXTILE FABRIC AT CONCRETE PANEL GAP</li> <li>8. MINIMAL BACKFILL WITH CLEAN MATERIAL OVER EXISTING SEAWALL COMPONENTS TO REMAIN</li> </ol> | <ol style="list-style-type: none"> <li>9. NEW 12" DIA. WOOD PILING</li> <li>10. 2" x 8" LEDGER TO CAP WITH 5/8" WEDGE ANCHORS @ 36" O.C, MIN. 4" EMBEDMENT</li> <li>11. 4" x 12" HANGER TO CAP WITH (2) 5/8" WEDGE ANCHOR, MIN. 4" EMBEDMENT</li> <li>12. 2" x 8" SUBSTRINGER WITH (2) 5/8" THRU BOLT OR LAG BOLT @ PILINGS AND HANGERS</li> <li>13. (2) 2" x 8" STRINGERS @ PILINGS WITH (1) 5/8" THRU BOLT OR LAG BOLT TO PILINGS</li> <li>14. 2" x 8" STRINGERS W/ (2) 16D NAILS TO EACH SUBSTRINGER; @ 16" O.C. FOR AZEK DECKBOARDS OR 24" O.C.. FOR PRESSURE TREATED WOOD DECKBOARDS OR 5/4" IPE DECKBOARDS</li> <li>15. 2" x 6" DECKING WITH (2) #8 x 3" DECK SCREWS PER STRINGER</li> <li>16. 2" x 4" WOOD TRIM</li> </ol> |
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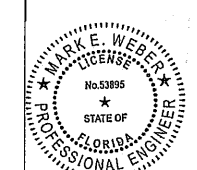
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2 Corrections 2 - Changed cap width to 4' to match FDEP/ACOE; Made dimensions/leaders bold and larger

DATE	NOTES/REVISIONS
8/25/2023	Corrections per Town

SCALE: AS NOTED  
DATE: 8/04/2021  
JOB No: 20-2515  
**SHT 8**  
8 of 11

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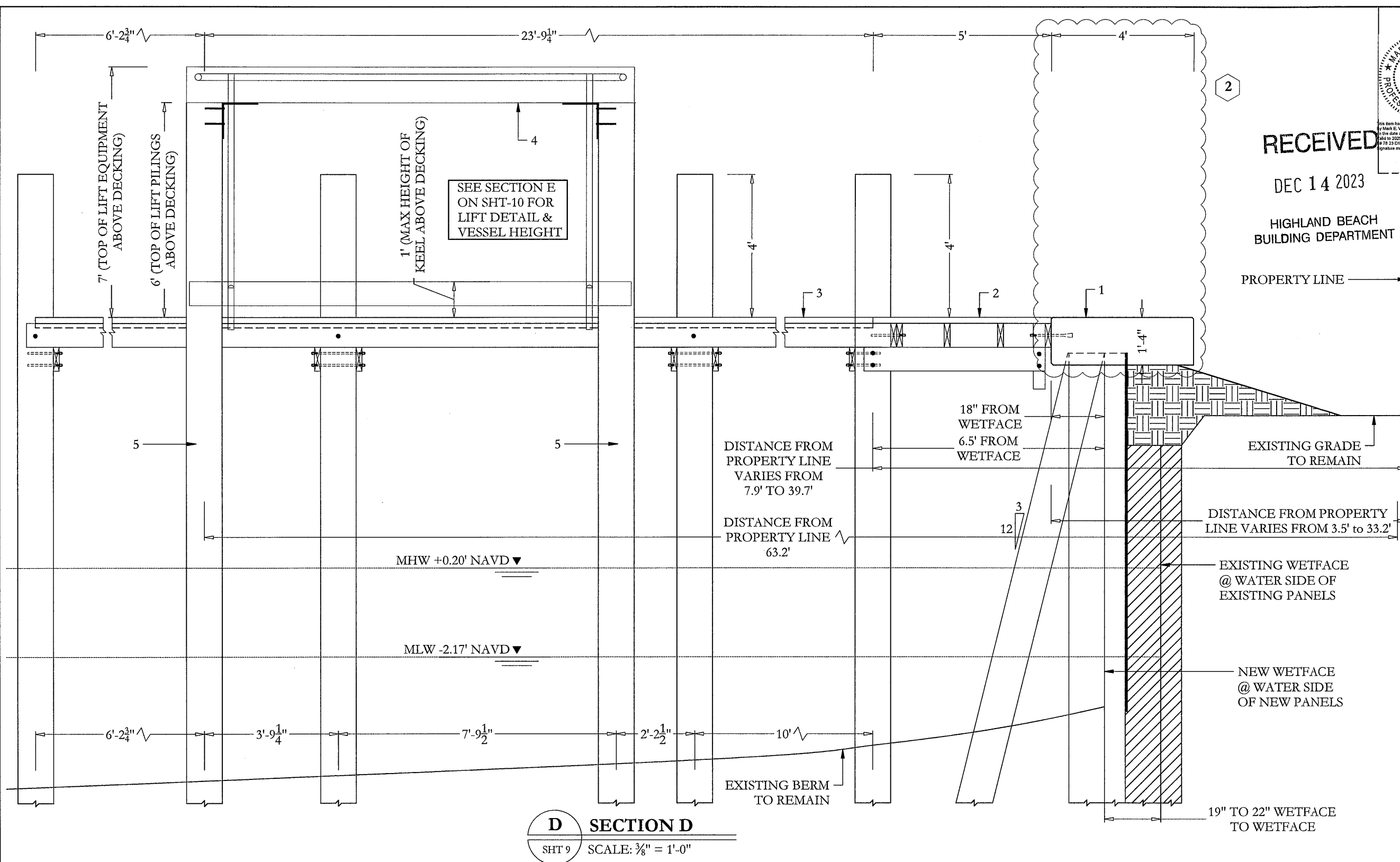
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 PROPERTY LINE

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SEAWALL REPLACEMENT FOR:  
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 4801 S OCEAN BLVD  
 HIGHLAND BEACH, FL

DATE	NOTES/REVISIONS
8/25/2023	Corrections per Town
SCALE: AS NOTED	
DATE: 8/04/2021	
JOB No: 20-2515	
SHT 9	
9 of 11	



**REINSTALLED LIFT IDENTIFICATION:**

1. SEE SECTION A ON SHT-4 FOR PROPOSED SEAWALL DETAILS
2. SEE SECTION B ON SHT-5 FOR PROPOSED DOCK DETAILS
3. SEE SECTION C ON SHT-7 FOR PROPOSED PIER DETAILS
4. EXISTING LIFT TO BE REMOVED AND REPLACED IN SAME LOCATION ALONG REBUILT PIER
5. EXISTING 12" DIA WOOD LIFT PILES TO BE REMOVED AND REINSTALLED

2 Corrections 2 - Changed cap width to 4' to match FDEP/ACOE; Made dimensions/leaders bold and larger



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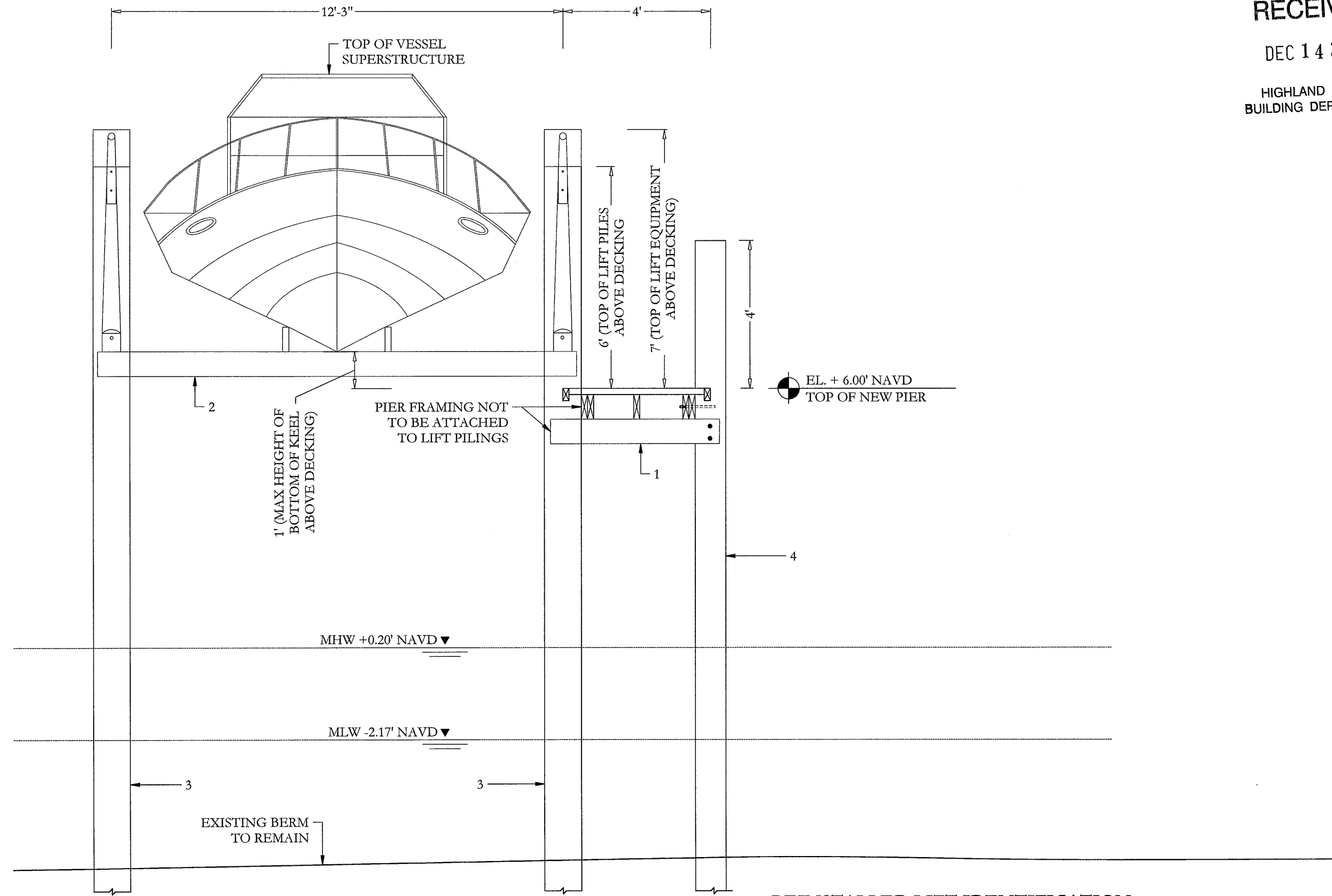
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SEAWALL REPLACEMENT FOR:  
**BOCA HIGHLANDS**  
 4801 S OCEAN BLVD  
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DATE	NOTES/REVISIONS

SCALE: AS NOTED  
 DATE: 8/04/2021  
 JOB No: 20-2515

**SHT 10**  
 10 of 11



**E SECTION E**  
 SHT 10 SCALE: 3/8" = 1'-0"

- REINSTALLED LIFT IDENTIFICATION:**
1. SEE SECTION C ON SHT-7 FOR PROPOSED PIER DETAILS
  2. EXISTING LIFT TO BE REMOVED AND REPLACED IN SAME LOCATION ALONG REBUILT PIER
  3. EXISTING 12" DIA WOOD LIFT PILES TO BE REMOVED AND REINSTALLED
  4. NEW 12" DIA. WOOD PIER PILES

**GENERAL NOTES:**

1. Construction to follow the Florida Building Code 7th Edition (2020) and amendments as applicable and all Local, State and Federal Laws.
2. Licensed contractor shall verify the existing conditions prior to the commencement of the work. Any conflicts or omissions between existing conditions or the various elements of the working drawing shall be brought to the attention of the Engineer prior to the commencement of the work. The Licensed Contractor and all subcontractors are responsible for all lines, elevations, and measurements in connection with their work.
3. Do not scale drawings for dimensions.
4. Any deviation and/or substitution from the information provided herein shall be submitted to the Engineer for approval prior to commencement of work.
5. All unanticipated or unforeseen demolition and/or new construction conditions which require deviation from the plans and notes herein shall be reported to the Engineer prior to commencement of work.
6. All new work and/or materials shall conform to all requirements of each administrative body having jurisdiction in each appertaining circumstance.
7. All new materials and/or patchwork shall be provided to match existing materials and/or adjoining work where practical except as specifically noted herein.
8. Licensed Contractor to shall use all possible care to protect all existing materials, surfaces, and furnishings from damage during all phases of construction.
9. Licensed Contractor to verify location of existing utilities prior to commencing work.
10. The Licensed contractor to install and remove all shoring and bracing as required for the proper execution of the work.
11. Licensed Contractor to obtain all permits as necessary from all Local, State, and Federal agencies.
12. Turbidity barriers to be marked with site contractor's company name using permanent markings no smaller than 3 inches in height on the top of the barrier.

**CONCRETE NOTES: (IF CONCRETE STRUCTURES ARE INSTALLED)**

1. Concrete shall conform to ACI 318-14 and shall be regular weight, sulfate resistant, with a design strength of 5000 psi at 28 days with a maximum water-cementitious materials ratio, by weight aggregate concrete of 0.40.
2. Owner shall employ and pay for testing services from an independent testing laboratory for concrete sampling and testing in accordance with ASTM.
3. Licensed contractor is responsible for the adequacy of forms and shoring and for safe practice in their use and removal.
4. Concrete cover shall be 3" unless otherwise noted on the approved drawings.
5. Reinforcing steel shall be in conformance with the latest version of ASTM A615 Grade 60 specifications. All reinforcement shall be placed in accordance with ACI 315 and ACI Manual of Standard Practice.
6. Splices in reinforcing bars shall be not be less than 48 bar diameters and reinforcing shall be continuous around all corners and changes in direction. Continuity shall be provided at corners or changes in direction by bending the longitudinal steel around the corner 48 bar diameters.
7. Defective, cracked or loose concrete areas must be cut out, the rebar must be cleaned, coated with zinc and repaired with at least 3" of epoxy-concrete mix or gunnite concrete with sulfate-resistant cement.
8. For cap overpours, dowel and epoxy #5 bars or L-bars into top and/or front of existing cap, staggered @ 24" o.c., min. 4" embedment.

**SHORING NOTE: (IF EXISTING SEAWALL IS TO BE REMOVED AND REPLACED)**

1. Contractor of record and permit holder responsible for all shoring. Until provisions for permanent support have been made, all excavations shall be properly guarded and protected so as to prevent them from becoming dangerous to life and property and shall be sheet piled, braced and/or shored, where necessary, to prevent the adjoining earth from caving in; such protection to be provided by the person causing the excavation to be made. All excavations shall comply with the minimum requirements of the Florida Building Code, and Florida Statute 553.60, "Trench Safety Act," and 29-cfr1926-650 (p) "Occupational Safety and Health Administration Excavation Safety Act."

**PILE DRIVING: (IF PILES NEW ARE INSTALLED)**

1. Piles shall be driven using an approved cushion block consisting of material so arranged so as to provide the transmission of hammer energy.
2. Piles shall be driven to a minimum allowable bearing capacity of 10 tons for wood, and 25 tons for concrete, and 5 tons for pin piles, a minimum of 8' into berm or refusal.
3. Piles shall be driven with a drop hammer or gravity hammer provided the hammer shall weight no less than 3,000 pounds, and the fall of the hammer shall not exceed 6'.
4. Piles shall be driven with a variation of not more than ¼ inch per foot from the vertical, or from the batter line indicated, with a maximum variation of the head of the pile from the position shown on the plans of not more than three inches.
5. Where piling must penetrate strata offering high resistance to driving, the structural engineer of record or special inspector may require that the piles be set in pre-drilled or punched holes. The piles shall reach their final penetration by driving.

**CONCRETE PILE NOTES: (IF CONCRETE PILES ARE INSTALLED)**

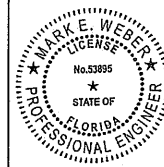
1. Concrete piles shall attain 5000 psi compressive strength in 28 days.
2. Concrete piles shall be reinforced with four - 7/16"Ø lo-lax strands, 270 kips, and 5 ga. spiral ties.
3. Concrete piles shall be 12"x12" square, minimum length of 20'.
4. Concrete piles shall be cut to leave strands exposed a min. of 18" and tied to dock or cap steel.
5. For all prestressed pilings, extend pilings strands a min. of 18" into cap/dock slab steel or cut strands even w/ top of pilings & dowel & epoxy (2) #5 L-bars, 12" long w/ 12" bend, into top of pilings, w/ a min. of 4" embedment.
6. New batter and vertical pilings and panels to have a minimum 4" penetration into the new cap form. New dock pilings to have a minimum 3" penetration into the new dock slab form.

**WOOD PILES NOTES: (IF WOOD PILES ARE INSTALLED)**

1. Wood piles to be 2.5lb CCA treated in accordance with AWWA Standard C18.
2. Wood piles shall be a minimum diameter of 10"; Miami Dade County requires minimum diameter of 12".

**WOOD DOCK/PIER NOTES: (IF WOOD STRUCTURES ARE INSTALLED)**

1. All materials to be pressure treated pine unless otherwise noted.
2. All frame work materials to be Southern Yellow Pine Grade #1, Fb=1200 PSI and Fv=175 PSI.
3. All decking materials to be grade #1 unless otherwise noted.
4. All hardware to be Stainless Steel or Galvanized unless otherwise noted.



Digitally signed by Mark E Weber  
Date: 2023.10.16 18:55:21 -04'00'

RECEIVED

DEC 14 2023

HIGHLAND BEACH BUILDING DEPARTMENT

This form has been digitally signed and sealed by Mark E. Weber PE# 53895 on this form adjacent to the seal. Valid to 2025/05/29. All PE 78 23 01 C2 80 42 78 00 00 00 37 EA. Signature must be verified on electronic copies.

Mark E. Weber, P.E.  
LICENSE #53895 | CA 30702  
MW ENGINEERING, INC  
902 NE 1 Street Suite #2  
Pompano Beach, Florida 33060  
Ofc: 754-333-0877  
WWW.MWEngineering.net

PREPARED FOR:  
B & M MARINE CONSTRUCTION, INC.  
1211 South Military Trail, Suite 200  
Deerfield Beach, FL 33442  
954-421-1700 CGC052820

SEAWALL REPLACEMENT FOR:  
BOCA HIGHLANDS  
4801 S OCEAN BLVD  
HIGHLAND BEACH, FL

DATE	NOTES/REVISIONS

SCALE: AS NOTED  
DATE: 8/04/2021

JOB No: 20-2515

SHT 11

11 of 11

**File Attachments for Item:**

C. 2023-2024 Strategic Priorities Plan Update and Review



# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

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**MEETING TYPE:** Town Commission Meeting  
**MEETING DATE:** February 6, 2024  
**SUBMITTED BY:** Town Manager's Office  
**SUBJECT:** 2023-2024 Strategic Priorities Plan Update and Review

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**SUMMARY:**

At the beginning of each year, the Town Commission reviews the Strategic Priorities Plan to discuss the current statuses of projects and initiatives. Enclosed please find the 2023 Strategic Priorities Plan including Ranked Projects & Initiatives. During the discussion, the Commission will add any new projects and begin to prioritize the projects for the upcoming year.

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**FISCAL IMPACT:**

N/A

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**ATTACHMENTS:**

TOHB 2023 Strategic Priorities Plan (February 2024)  
TOHB 2023 Strategic Priorities: Ranked Projects and Initiatives List

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**RECOMMENDATION:**

Commission review and discussion.



**TOWN OF HIGHLAND BEACH**  
**2023 STRATEGIC PRIORITIES PLAN**  
**FEBRUARY 2024** *(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:**

**H**elp citizens live a better life by providing a safe and secure community.

**I**nclusiveness – we respect people, value diversity and are committed to equality.

**G**ive exceptional citizen service.

**H**onor public trust through ethical behavior, transparency and servant leadership.

**L**ead with integrity at every level.

**A**ssure fiscal responsibility and accountability.

**N**urture and respect our natural environment.

**D**eliver 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: Completed.

##### **SP 3: State Appropriations**

Description: Requests for state financial assistance for capital improvement and planning projects. Annually evaluate town operations and capital improvement plan for opportunities for appropriation requests and/or grants.

Progress: Completed for FY 2023 (awarded \$250,000 for Lift Station Rehabilitation) and appropriation requests submitted and sponsored for FY 2024 projects include: (1) sanitary sewer lining project and (2) lift station rehabilitation.

##### **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 included referendum language on the March 2024 election.

1. Financing a Sanitary Sewer Lining Rehabilitation Project.
2. Raising the Current Funding Limitation.
3. Ability to Designate Election Canvassing Duties to Palm Beach County.

**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: Commission approved ballot questions for the March 2024 election. (See SP:5)

**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: Ongoing. 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. The Manager’s Office 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 completed -- April 2023 and will be updated annually as part of the budget process. Additionally, intermittent updates may be made based on changes to economic conditions, state mandated services and/or operational modifications. The Purchasing Policy update completed – October 2023. The investment policy update is scheduled for the Spring of 2024 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 end of 2024 and create a policy governing record management moving forward. Policy is drafted and under administrative review.

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 held public education meetings and awarded construction contract. Public construction outreach meeting scheduled for March 7, 2024. 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: Complete. Contract awarded to Waste Management.

#### **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. The Planning Board is currently reviewing the comments and amendments to return to the Commission for their final adoption.

#### **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. The Commission has temporarily suspended further review pending Milani Park Project and “Live Local” legislative modifications.

### **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. Architectural design was completed in November 2023. Request for Proposals (RFP) issued, and bids accepted and reviewed January 2024. Target completion late 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, securing charter funding authorization, obtain COCPN/State Licenses, 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 1, 2024. Major Projects Elements:  
(1) Secure Charter Funding Approval \$10 million (Complete);  
(2) Hire Fire Chief (Complete);  
(3) Secure Medical Director (Complete);  
(4) Obtain COCPN (Complete);

- (5) Fire Station Construction (Target Completion March 2024-TCO);
- (6) HR/Risk Management (Complete);
- (7) Veteran’s Memorial Design/Location (preliminary concept completed);
- (8) Recruit and hire Fire/Paramedics, Driver/Engineers ad Captains (Started June 2023).

It is important to note that the aforementioned project components are not an exhaustive list and that many other related tasks exist.

**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 accompany 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 Commission amended ordinance to include the state mandated changes. Several buildings have been recertified.

**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 the Planning Board and Town Commission in the summer 2024. No other progress to date.

**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 2024. No progress to date.

**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 in installing cellular equipment. The commission needs to consider granting an extension and/or develop a policy on the use of the water tower.

Progress: Extension of Sprint/T-Mobile Contract approved with improved conditions and higher, annually adjusted rental rates. No formal policy discussions.

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: Updated sea turtle 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 and the Planning Board have recommended for approval. The draft has been considered and modified by the Commission at several noticed meeting and is scheduled for a Second Read in February 2024.

**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 the 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 Commission directed the Town Manager’s office to update the 2013 Beach Feasibility Study, which is being done. The final report is under review by staff and should be available for Commission/Public Review in March 2024.

**SP 17: Seawall Ordinance Review (Height/BFE) (Marine facilities)**

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: Considered as part of the modifications to Marine Accessory Structures Ordinance Amendments (SP 8)

**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 have met and will continue to meet as needed with the county staff and county commissioner to express town concerns over the park development. County Administration has authorized commencement on the project. Item is a standing item on Commission agendas. A public meeting has been scheduled for February 1<sup>st</sup> at 6:00 P.M in the Highland Beach Library. The Town has assembled a consulting team to assist as directed. The Commission is considering a resolution opposing the project and developing a formal partnership with the Milani Family.

**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: Ongoing. The Marine Unit of the Police Department started in March of 2022 to improve boater safety by enforcing existing speeds, educating boaters, and heightening intracoastal 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: No progress.

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; and,
- Tasks/steps that need to be carried out to complete the project/initiative; and,
- Department/Employee who will be in charge of carrying out each task; and,
- When will these tasks be completed (deadlines and milestones); and,
- Resources needed to complete the tasks; and,
- 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

## Strategic Priorities (SP): Ranked Projects & Initiatives List

### SP 1: Labor Negotiations

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**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. Architectural design was completed in November 2023. Request for Proposals (RFP) issued, and bids accepted and reviewed January 2024. Target completion late 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 have met and will continue to meet as needed with the county staff and county commissioner to express town concerns over the park development. County Administration has authorized commencement on the project. Item is a standing item on Commission agendas. A public meeting has been scheduled for February 1<sup>st</sup> at 6:00 P.M in the Highland Beach Library. The Town has assembled a consulting team to assist as directed. The Commission is considering a resolution opposing the project and developing a formal partnership with the Milani Family.

**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: Ongoing. The Marine Unit of the Police Department started in March of 2022 to improve boater safety by enforcing existing speeds, educating boaters, and heightening intracoastal 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 in

installing cellular equipment. The commission needs to consider granting an extension and/or develop a policy on the use of the water tower.

Progress: Extension of Sprint/T-Mobile Contract approved with improved conditions and higher, annually adjusted rental rates. No formal policy discussions.

**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: No progress.

**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 end of 2024 and create a policy governing record management moving forward. Policy is drafted and under administrative review.

**Annual Review**

1. Water and Sewer Rates
2. Charter Review