



# TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING AGENDA

**Tuesday, August 01, 2023 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. 2023-015

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

- 6. PUBLIC COMMENTS**

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

**7. ANNOUNCEMENTS****Board Vacancies**

Board of Adjustment and Appeals

Two (2) vacancies, all for three-year terms and

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

**Meetings and Events**

August 08, 2023 1:00 P.M.

Code Enforcement Board Regular Meeting

August 10, 2023 9:30 A.M.

Planning Board Regular Meeting

August 15, 2023 1:30 PM

Town Commission Meeting

**Board Action Report**

Financial Advisory Board Workshop Meeting of July 27 by Board Member Richard Greenwald

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

An ordinance of the Town of Highland Beach, Florida, adopting the current edition of the Florida Fire Prevention Code and providing for local amendments; providing for the repeal of all ordinances in conflict; providing for severability and codification; and providing for an effective date.

**9. CONSENT AGENDA** (These are items that the Commission typically does not need to discuss individually, and which are voted on as a group.) Public Comments will be limited to three (3) minutes per speaker per item after Commission initial discussion.**A.** July 18, 2023 Town Commission Meeting Minutes**B.** Approve and authorize Town Staff to purchase the 3M™ Scott™ Air-Pak X3 Pro Self-Contained Breathing Device (SCBA) from Fisher Scientific in an amount of \$219,454.56 for Fire Station #116 in accordance with Lake County Contract, 22-730C.**10. 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

1. Approve and authorize the Mayor to execute an agreement with State of Florida Department of Transportation (FDOT) in the amount of \$126,140.00 for the paving and expansion of State Road A1A.

C. Fiscal Year 2023-2023 Proposed Budget Recap Update

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

A. Consideration of a request for a Town of Highland Beach Right-of-Way (ROW) permit for the property located at 3805 South Ocean Boulevard

B. Resolution No. 2023-016

A Resolution of the Town Commission of the Town of Highland Beach, Florida, authorizing the Mayor to execute Amendment Number Six (6) to the State of Florida Department of Transportation (FDOT) District Four (4) Landscape Inclusive Memorandum of Agreement on behalf of the Town of Highland Beach, Florida and providing for an effective date.

C. Resolution No. 2023-017

A Resolution of the Town Commission of the Town of Highland Beach, Florida, approving a Declaration of Unity of Title submitted by Gunther K. Buerman and Margaretha Buerman for the properties located at 4015 South Ocean Boulevard and 4019 South Ocean Boulevard; and providing for an effective date.

D. Clarification on Section 106.113, Florida Statutes, regarding educational campaign for upcoming referendum questions.

E. Consideration of Proposed Amendment No.5 to Tower Siting Lease Agreement between the Town of Highland Beach and Sprint/T-Mobile

**12. TOWN COMMISSION COMMENTS**

Commissioner Judith M. Goldberg

Commissioner Donald Peters

Commissioner Evalyn David

Vice Mayor David Stern

Mayor Natasha Moore

**13. TOWN ATTORNEY'S REPORT**

**14. TOWN MANAGER'S REPORT****15. 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. 2023-015

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



# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

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**MEETING TYPE:** Commission Meeting  
**MEETING DATE** August 01, 2023  
**SUBMITTED BY:** Jaclyn DeHart, Deputy Town Clerk  
**THROUGH** Lanelda Gaskins, Town Clerk  
**SUBJECT:** Resolution No. 2023-015

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

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**SUMMARY:**

Consideration of Resolution No. 2023-015 ratifying the selection, appointments, and term of office of members of the Natural Resources Preservation Advisory Board; and providing for an effective date.

On November 10, 2022, two members resigned from the Board, which created two (2) vacancies for two (2) unexpired terms ending April 30, 2024.

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

**Appointments**

Alan Blumberg  
Kenneth Shriberg

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

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**FISCAL IMPACT:**

N/A

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**ATTACHMENTS:**

**RECOMMENDATION:**

With the Commission's consideration, Staff recommends the adoption of Resolution No. 2023-015 for the applicants to serve the following terms:

- an unexpired term ending April 30, 2024

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## **RESOLUTION NO. 2023-015**

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

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

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

**WHEREAS**, on November 10, 2022, two (2) members resigned, thereby opening two (2) vacancies 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 Chairperson of the Natural Resources Preservation Advisory Board interviewed the applicants and recommends that the Town Commission appoint two (2) applicants to the Board; and

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

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

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

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

**Board Member** Kenneth Shriberg – term expires April 30, 2024

**Board Member** Alan Blumberg - term expires April 30, 2024

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

**DONE AND ADOPTED** by the Town Commission of the Town of Highland Beach, Florida, this  
**1st** day of **August** 2023.

**ATTEST:**

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Natasha Moore, Mayor

**REVIEWED                      FOR                      LEGAL  
SUFFICIENCY**

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Lanelda Gaskins, MMC  
Town Clerk

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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 Goldberg





# MEMORANDUM

TO: Lanelda Gaskins, MMC, Town Clerk

FROM: Nicole Stansfield

DATE: 7/10/23

SUBJECT: Initial Vetting of Applicant:

On Thursday, 7/6/23 (date), I met with Kenneth Shriberg (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:

Kenneth (Ken) has been a resident of Highland Beach for over a decade. He is knowledgeable about our town, the surrounding area and the overall governance of Palm Beach County and the state of Florida. He has a wealth of experience and participation on a diverse array of boards and committees. I feel that his business and insurance background would be a benefit to and a different lens for the NRPAB to view environmental and ecological issues through. I highly recommend Ken for a position on the NRPAB.

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

*Nicole Stansfield*

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

APR 24 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: Ken Shriberg PHONE: 561-350-4002

HOME ADDRESS: 3908 South Ocean Blvd. APT. NO. M344

SUBDIVISION: Regency Highland EMAIL ADDRESS: kds@kencos.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.)

2 ☐ Board of Adjustment & Appeals

3 ☐ Code Enforcement Board

1 ☐ Financial Advisory Board

5 ☐ Natural Resources Preservation Board

4 ☐ Planning Board

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

7 ☐ 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 ☐

REV. 10-2022 CLERK-LG

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

Please see attached CV/BIO

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Please summarize your volunteer experience(s):

5 years' Volunteer Board Member of the largest PA State Trade Association in the US with 900+ members

3 years' Volunteer Co-Chair FAPIA Unlicensed Activity Fraud Committee

Experienced Volunteer Community Association Board Member

Experienced Volunteer Committee Member: Finance, Membership, Public Relations, Community Affairs, Legislative, Ethics, Fundraising, Ambassadors, Continuing Education, Convention, and others.

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.

*Ken Shriberg*

Signature of Applicant

4/20/2023

Date

☒ Resume Attached

**KENNETH D. SHRIBERG**  
315 SE Mizner Blvd., Suite 205 Boca  
Raton, Florida 33432  
[kds@kencos.com](mailto:kds@kencos.com)  
(561) 350-4002

Ken has been a Licensed Public Insurance Adjuster since 2006 and is the Managing Member of The Adjusters Group, LLC (TAG). He also holds licensure as a Private Investigator and is the Managing Agent of Tance Global Services. Ken additionally holds Licensure as a General Lines Insurance Agent and a Real Estate Sales Associate. Ken is a firm believer of educating others, and of being educated by others. He is an approved and experienced Florida Department of Business & Professional Regulations and Department of Financial Services Educational Instructor, School Official and Continuing Education Provider.

Ken's study and experience is in business, construction, insurance, economic and criminal law, cause & origin, and fraud investigations, which provide him a unique understanding of Property Claims, Loss Investigations, Reconstruction Requirements and Claims Handling Practices. Ken's single largest catastrophic Condo Association clients property loss was amicably settled in excess of \$28 Million Dollars. Ken has also performed many corporate/insurance fraud investigations and loss appraisals.

Ken is a Board Member of FAPIA (Florida Association of Public Insurance Adjusters), a member of State of Florida P&C Insurance Fraud Task Force, WIND Network, FALI (Florida Association of Licensed Investigators), and IAUA (Insurance Appraisal and Umpire Association).

#### **SUMMARY OF LICENSURE & QUALIFICATIONS**

- 17 years' Licensed Public Insurance Adjuster, Appraiser and Agency ownership/management
- 11 years' Licensed Private Investigator and Agency ownership/management
- 7 years' Licensed Real Estate Sales Associate
- 5 years' Volunteer Board Member of the largest Public Adjusting State Trade Association in the US
- 4 years' Volunteer Co-Chair FAPIA Unlicensed Activity Fraud Committee
- Experienced Volunteer Committee Member: Finance, Membership, Public Relations, Community Affairs, Legislative, Ethics, Fundraising, Ambassadors, Continuing Education, Convention, and others.
- Experienced Volunteer Community Association Board Member
- WIND and IAUA Certified Appraiser/Umpire
- 9 years' General Contracting company owner/operator
- Accreditation Claims Adjuster (ACA) – All Lines
- Florida Department of Financial Services approved Educational Instructor
- WIND Network, FIFEC and FAPIA Conference Lecturer-Anti Fraud and Claims Handling subject matter
- 38 years' experience founding and operating more than 10 Companies, including 2 foreign enterprises
- Focus on Business Consulting, Insurance, Investigations, Construction and Real Estate
- 38 years of strong Analytics, Operations and Management
- Associates Degree in Criminal Justice, with emphasis in Business Management-Dean College (1993)
- Graduated first in class major and Recipient of the Criminal Justice Award (1993)

#### **EXPERIENCE IN SPECIALIZED AREAS OF:**

- \* Insurance Claims Investigations, Handling & Settlement
- \* Insurance Statutes and Case History
- \* Corporate & Personal Undercover Investigations
- \* Multi-Million Dollar Hospitality Resort Renovation/Restorations throughout the eastern US and Caribbean
- \* Construction Estimating & Management
- \* Building Material Manufacturing Quality Control Inspections
- \* Start-Up Feasibility, Research & Development
- \* Business Management & Operations
- \* Sales/Marketing/Advertising
- \* Security Systems & Loss Prevention
- \* International Import/Export Trading (Building N





# MEMORANDUM

TO: Lanelda Gaskins, MMC, Town Clerk  
FROM: Nicole Stansfield  
DATE: 6/26/2023  
SUBJECT: Initial Vetting of Applicant:

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On 6/26/2023 (date), I met with Dr. Alan Blumberg (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:

On Monday 6/26/23 I met with Dr. Alan Blumberg via Zoom. Dr. Blumberg is a newer resident in Highland Beach, but has an amazing professional background that would greatly benefit the NRPAB. This includes his studies and work as a professional oceanographer. I highly recommend that the Highland Beach Town Commission appoint Dr. Blumberg to the NRPAB.

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

Nicole Stansfield 6/28/23

Signature of Chairperson

3614 SOUTH OCEAN BOULEVARD • HIGHLAND BEACH, FLORIDA 33487  
Palm Beach County, Florida Main: 561-278-4548 FAX: 561-265-3582



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

### **BOARDS AND COMMITTEES APPLICATION**

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

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

NAME: Alan F. Blumberg PHONE: 201-835-6347

HOME ADDRESS: 3912 South Ocean Blvd, Highland Beach APT. NO. 806

SUBDIVISION: \_\_\_\_\_ EMAIL ADDRESS: alanfblumberg@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

\_\_\_\_\_ Financial Advisory Board

1 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 ☐

REV. 10-2022 CLERK-LG

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

I have recently retired and moved to Highland Beach. For most of my career I was an urban Oceanographer who studied the interaction between cities and their offshore coastal waters. I am an expert in hydroscience, weather prediction and climate.

Please summarize your volunteer experience(s):

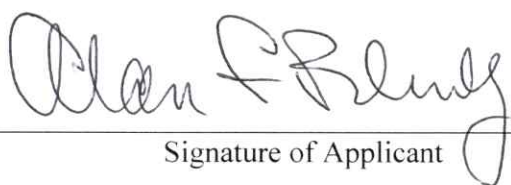
For 15 years I was an endowed chair professor of ocean engineering. I led many major studies to predict and assess storm flooding events.  
(see attached resume)

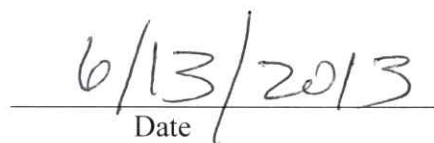
Florida Law requires appointed members on the Planning and Board of Adjustment and Appeals Boards to file a Form 1 - Statement of Financial Interests Disclosure form on an annual basis.

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

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

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

  
Signature of Applicant

  
Date

☒ Resume Attached



## Alan F. Blumberg

### Address

3912 South Ocean Blvd, Apt 806  
Highland Beach, FL 33487.

Tel: 201-835-6347

E-Mail: [alanfblumberg@gmail.com](mailto:alanfblumberg@gmail.com)

### Summary

Dr. Blumberg is an urban oceanographer who studies the interaction between cities and their offshore coastal waters. He is a co-founder of Jupiter, a Silicon Valley startup company that is deeply committed to the practical application of the world's best hydroscience, weather prediction and climate modeling. Together with George Mellor, he developed the Princeton Ocean Model, which is used by scientists and institutions throughout the world. For 15 years, he was George Meade Bond Professor of Ocean Engineering and Director of the Davidson Laboratory at Stevens Institute of Technology where he led several major studies to predict and assess storm flooding events. He is the recipient of the 2001 Karl Emil Hilgard Hydraulic Prize from the American Society of Civil Engineers and the 2007 Denny Medal from the Institute of Marine Engineering. A fellow of both the American Meteorological Society and the American Society of Civil Engineers, Dr. Blumberg is the author of more than 150 journal articles on oceanography and meteorology. Because of his extensive research expertise, he is highly sought after by the media during unusual weather conditions.

### Education

Post Doctoral Princeton University, Geophysical Fluid Dynamics, 1979

Ph. D. The Johns Hopkins University, Earth and Planetary Sciences Oceanography, 1976

M.S. The Johns Hopkins University, Earth and Planetary Sciences, 1973

B.S. Fairleigh Dickinson University, Physics, 1970

### Experience

2018 -2022	Jupiter Intelligence, NY City, NY Chief Scientist, Hydroscience Risk Analysis
2002 - 2018	Stevens Institute of Technology, Hoboken, NJ School of Systems and Enterprises Department of Civil, Environmental and Ocean Engineering George Meade Bond Professor of Ocean Engineering Director, Davidson Laboratory (2007-2018) Director, Department of Civil, Environmental and Ocean Engineering (2005-2006)
1985 - 2002	HydroQual, Inc., Mahwah, NJ Executive Vice President (1999-2002) Principal Scientist
1979 - 1985	Dynalysis of Princeton, Inc., Princeton, NJ Senior Scientist/Vice President

### Selected Honors and Leadership Activities

- Fellow, American Meteorological Society, 2013
- Denny Medal, Institute of Marine Engineering, Science and Technology, 2007
- Fellow, American Society of Civil Engineers, 2006
- Karl Emil Hilgard Hydraulic Prize, American Society of Civil Engineers, 2001
- Member, UCAR advisory Committee to NWS, 2013 – 2018
- Member, Ocean Modeling Review Panel, NOAA Science Advisory Board, 2003 -2005
- Associate Editor, Estuaries, 2002-2007
- Distinguished Visiting Scientist, Naval Oceanographic Office, 1996-1997
- Associate Editor, J. of Hydraulic Engineering, ASCE, 1996-2006



### Selected Peer-Reviewed Publications

1. "A Next-Generation Coastal Ocean Operational System: Probabilistic Flood Forecasting at Street Scale", Jordi, A., N. Georgas, and A.F. Blumberg, 2019, Bulletin of the American meteorological Society, 41-53. <https://doi.org/10.1175/BAMS-D-17-0309.1>
2. *The Urban Ocean: The Interaction of Cities with Water*. Blumberg, A., & Bruno, M. (2018). Cambridge: Cambridge University Press. doi:10.1017/9781108123839
3. "The Stevens Flood Advisory System: Operational H3-E flood forecasts for the Greater New York / New Jersey Metropolitan Region", N. Georgas, A. Blumberg, T. Herrington, T. Wakeman, F. Saleh, D. Runnels, A. Jordi, K. Ying, L. Yin, V. Ramaswamy, A. Yakubovskiy, O. Lopez, J. McNally, J. Schulte, and Y. Wang, International Journal of Safety and Security Eng., 0,0, 1-15, ISSN: 2041-9031 (paper format), ISSN: 2041-904X (online), <http://www.witpress.com/journals> DOI: 10.2495/SAFE-V0-N0-1-15.
4. "Street Scale Modeling of Storm Surge Inundation along the New Jersey Hudson River Waterfront", Blumberg, A., N. Georgas, L. Yin, T. Herrington and P. Orton, J. Atmos and Ocean Tech, 32, 8, 1486-1497, 2015.
5. "The Impact of Tidal Phase on Hurricane Sandy's Flooding Around New York City and Long Island Sound", Georgas, N., P. Orton, A. Blumberg, L. Cohen, D. Zarrilli, and L. Yin, Journal of Extreme Events, DOI: 10.1142/S2345737614500067, 2014. <http://www.worldscientific.com/doi/abs/10.1142/S2345737614500067>
6. "Dynamic Coastal Flood Modeling", Orton, P., S. Vinogradov, N. Georgas, A. Blumberg, N. Lin, V. Gornitz, C. Little, K. Jacob and R. Horton, Ann. N.Y. Acad. Sci. 1336 (2015) 56–66 C, 2015.
7. "Detailed Modeling of Recent Severe Storm Tides in Estuaries of the New York City Region", Philip Orton, Nickitas Georgas, Alan Blumberg, Julie Pullen, J. Geophys. Res., doi:10.1029/2012JC008220, 2012.
8. "Establishing Confidence in Marine Forecast Systems: The design and skill assessment of the New York Harbor Observation and Prediction System, version 3 (NYHOPS v3)", Georgas N., and A. F. Blumberg. Estuarine and Coastal Modeling, American Society of Civil Engineers. 660-685, 2010.

**File Attachments for Item:**

A. Fire Code Proposed Ordinance

An ordinance of the Town of Highland Beach, Florida, adopting the current edition of the Florida Fire Prevention Code and providing for local amendments; providing for the repeal of all ordinances in conflict; providing for severability and codification; and providing for an effective date.



# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

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**MEETING TYPE:** Town Commission Meeting

**MEETING DATE** *August 1, 2023*

**SUBMITTED BY:** Matt Welhaf, Assistant Fire Chief

**SUBJECT:** An ordinance of the Town of Highland Beach, Florida, adopting the current edition of the Florida Fire Prevention Code and providing for local amendments; providing for the repeal of all ordinances in conflict; providing for severability and codification; and providing for an effective date.

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## **SUMMARY:**

On July 18<sup>th</sup>, 2023, the Town Commission considered an introduction to a proposed amendment to the Town Code of Ordinances that would update the local fire prevention ordinance. It was explained that pursuant to Chapter 633, Florida Statutes, every three years the State Fire Marshal adopts an updated Florida Fire Prevention Code, which establishes the statewide minimum fire safety code and incorporates Florida editions of the National Fire Protection Association's Fire Code (NFPA 1 Fire Code) and Life Safety Code (NFPA 101 Life Safety Code).

Further, it was explained that the Florida Fire Prevention Code adopted by the State Fire Marshal shall be deemed adopted by, and shall be enforced by, local governments with fire safety responsibilities as the minimum fire safety code. Local governments are authorized to adopt more stringent local amendments to the Florida Fire Prevention Code, which strengthen the requirements of the minimum fire safety code.

Following the introduction by the Fire Marshal, Town Commission members asked several questions relating to fees, third party inspection reporting, and discussed comparisons to adjacent jurisdictions local ordinance amendments.

The ordinance is before the Commission for the first reading. Based upon approval of the first reading, the ordinance will then be advertised in accordance with Florida statutes and presented to the Commission for second read/final adoption on August 15<sup>th</sup>, 2023.

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## **FISCAL IMPACT:**

N/A

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## **ATTACHMENTS:**

Proposed Ordinance

July 18<sup>th</sup> Agenda Memorandum and Introduction of the Proposed Ordinance

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**RECOMMENDATION:**

Staff recommend approval of the proposed ordinance.



## **TOWN OF HIGHLAND BEACH PROPOSED ORDINANCE**

**AN ORDINANCE OF THE TOWN OF HIGHLAND BEACH, FLORIDA, REPEALING CHAPTER 9, "FIRE PREVENTION AND PROTECTION," OF THE TOWN CODE OF ORDINANCES IN ITS ENTIRETY AND SIMULTANEOUSLY ADOPTING A NEW CHAPTER 9 TO REFERENCE THE CURRENT EDITION OF THE FLORIDA FIRE PREVENTION CODE AND ADOPT LOCAL AMENDMENTS THERETO; REPEALING SECTION 35-11, "FLORIDA FIRE PREVENTION CODE," OF THE TOWN CODE OF ORDINANCES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town is in the process of establishing a Fire Rescue Department responsible for overseeing and enforcing the Florida Fire Prevention Code within the Town; and

**WHEREAS**, pursuant to Chapter 633, Florida Statutes, every three years the State Fire Marshall adopts an updated Florida Fire Prevention Code, which establishes the statewide minimum fire safety code and incorporates Florida editions of the National Fire Protection Association's Fire Code (NFPA 1 Fire Code) and Life Safety Code (NFPA 101 Life Safety Code); and

**WHEREAS**, Chapter 633, Florida Statutes, provides that the updated Florida Fire Prevention Code adopted by the State Fire Marshall shall be deemed adopted by, and shall be enforced by, local governments with fire safety responsibilities as the minimum fire safety code; and

**WHEREAS**, Chapter 633, Florida Statutes authorizes local governments to adopt more stringent local amendments to the Florida Fire Prevention Code which strengthen the requirements of the minimum fire safety code; and

**WHEREAS**, Town Staff and the Town's Fire Marshal have recommended that the Town adopt the most recent version of the Florida Fire Prevention Code and local amendments to the Code, and the Town Commission determines that such local amendments are more stringent than and strengthen the minimum fire safety code and that the adoption of such amendments serves a public purpose and is in the best interest of the public health, safety, and welfare of the Town of Highland Beach.

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

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

**Section 2.** The Town Commission hereby repeals Chapter 9, "Fire Prevention and Protection," of the Town Code of Ordinances in its entirety and simultaneously adopts a new Chapter 9 to read as follows:

**ARTICLE I. CODES AND STANDARDS**

**Sec. 9-1. Codes and Standards—Adopted.**

- (1) The town adopts by reference and incorporates into this code as though fully set out herein, that certain code known as the Florida Fire Prevention Code (8th edition) ("FFPC"), except as provided in this chapter.
- (2) The town adopts by reference and incorporates into this code, as though fully set out herein, those additional specific standards and codes published by the National Fire Protection Agency ("NFPA") and set forth below:

NFPA	18	2017	Standard for Wetting Agents
NFPA	22	2018	Standard for Water Tanks for Private Fire Protection
NFPA	53	2016	Recommended Practice on Materials, Equipment, and Systems Used in Oxygen-Enriched Atmospheres
NFPA	67	2019	Guide on Explosive Protection for Gaseous Mixtures in Pipe Systems
NFPA	69	2019	Standard on Explosion Protection Systems
NFPA	102	2016	Standard for Grandstands, Folding and Telescopic Seating, Tents, and Membrane Structures
NFPA	105	2019	Standard for Smoke Control Door Assemblies and Other Opening Protectives
NFPA	115	2020	Standard for Laser Fire Protection
NFPA	140	2018	Standard for Motion Picture and TV Production Facilities
NFPA	160	2016	Standard for the Use of Flame Effects Before an Audience
NFPA	170	2018	Standard for Fire Safety and Emergency Symbols
NFPA	204	2018	Standard for Smoke and Heat Venting

NFPA	241	2019	Standard for Safeguarding Construction, Alteration, and Demolition Operations
NFPA	287	2017	Standard Test Methods for Flammability of Materials in Clean Rooms
NFPA	291	2019	Recommended Practice for Fire Flow Testing and Marking of Hydrants
NFPA	302	2020	Fire Protection Standard for Pleasure and Commercial Motor Craft
NFPA	306	2019	Standard for Control of Gas Hazards on Vessels
NFPA	496	2017	Standard for Purged Pressurized Enclosures for Electrical Equipment
NFPA	502	2020	Standard for Road Tunnels, Bridges, and Limited Access Highways
NFPA	601	2020	Standard for Security Services in Fire Loss Prevention
NFPA	720	2015	Standard for the Installation of Carbon Monoxide (CO) Detection and Warning Equipment
NFPA	780	2020	Standard for the Installation of Lightning Protection Systems
NFPA	801	2020	Standard for Facilities Handling Radioactive Materials
NFPA	820	2020	Standard for Fire Protection and Wastewater Treatment and Collection Facilities
NFPA	914	2019	Code for the Protection of Historic Structures
NFPA	1225	2022	Standard for Emergency Services Communication
NFPA	1961	2020	Standard on Fire Hose
NFPA	1962	2018	Standard for Care, Use, Inspection, Service Testing, and Replacement of Fire Hose, Couplings, Nozzles, and Fire Hose Appliances
NFPA	2001	2018	Standard on Clean Agent Fire Extinguishing Systems

## **Sec. 9-2. Inspections, Testing, and Maintenance.**

The town hereby adopts the following local amendments to the FFPC:

- (1) All systems, equipment, tanks, piping, devices, appliances, controls, or storage facilities over which the code contains regulatory provisions, or which are required by any other law shall always be maintained in a working, compliant condition.
- (2) All fire sprinklers, standpipe, fire pump, and all other fire suppression systems shall be maintained under a written service contract with service companies licensed by the State of Florida to provide such services. Regular inspection, maintenance, and testing of these required systems shall be completed in accordance with the

applicable standards specified under the FFPC, NFPA 1, NFPA 13, 13D, 13R, NFPA 14, NFPA 17, NFPA 17A, NFPA 20, NFPA 24, NFPA 25, NFPA 33, NFPA 90A and 90B, NFPA 91, NFPA 92, NFPA 92A and 92B, NFPA 96, and NFPA 2001, and all state laws and local ordinances. All reports related to fire protection system inspection, testing, and maintenance shall be reported to the fire rescue department, through an internet-based fire inspection reporting system approved by the town. Any report not submitted through the town's internet reporting system will not be accepted.

- (3) The service company performing the inspections, maintenance and tests referred to in subsection (2) above shall forward all reports to the fire rescue department detailing:
  - (a) The nature of any deficiencies and/or impairments identified and the repairs, modifications and/or corrections completed by the service company;
  - (b) The date and time of all inspections, maintenance, tests, and repairs; and
  - (c) Any other information that may be requested or required by the town's fire rescue services department.
- (4) A copy of all required inspection and deficiency reports shall be provided to the building representative and kept in the fire command room, fire protection closet (if provided), or at a designated location approved by the fire marshal. The reports shall be available at all times to fire rescue personnel.

## **ARTICLE II. HAZARDOUS MATERIALS.**

### **Sec. 9-3. Response to discharges of hazardous substances—Response costs.**

- (1) For the purpose of this section, the following words and phrases shall have the meanings given herein:
  - (a) *Discharge* shall mean any intentional or unintentional action or omission resulting in the releasing, spilling, pumping, pouring, emitting, emptying, or dumping of a hazardous substance upon public or private property located within the corporate limits of the town.
  - (b) *Hazardous substances* shall mean any substances or materials in a quantity or form which, in the determination of the town, poses an unreasonable and imminent risk to the life, health, safety, or welfare of persons or property within the town, or poses a risk of harm to the environment, and shall include but not be



limited to those substances listed in the National Fire Protection Association Guide on Hazardous Materials, the Environmental Protection Agency's list of extremely hazardous substances (40 C.F.R. § 335 Appx. A), or the Florida Substance List promulgated by the Florida Department of Economic Opportunity.

(c) *Response actions* shall mean any activity which is carried out in response to any discharge or potential discharge of a hazardous substance, including:

1. Actions necessary for the cleanup or removal of discharged hazardous substances from the environment;
2. Actions necessary to reduce and/or eliminate the threat of discharge of hazardous substances into the environment;
3. Actions necessary to investigate, monitor, assess, and evaluate the discharge or potential discharge of hazardous substances;
4. Actions necessary for the disposal of removed material; and
5. Actions necessary to prevent, minimize, or mitigate damage to the public health, safety, or welfare or to the environment, which may otherwise result from a discharge or threatened discharge. Response actions also include the provision of security fencing or other means to limit access, the provision of alternative water supplies, temporary evacuation of potential individuals, and restoration of the site to pre-discharge conditions.

(d) *Response costs* shall mean any costs incurred in undertaking response actions. Response costs shall not include costs incurred for actual fire suppression services which are regularly provided by the town or its authorized agents, except where a fire is caused or exacerbated by discharge of hazardous materials.

- (2) The town is hereby authorized to undertake response actions in the event of discharges or potential discharges of hazardous substances upon or into public or private property or facilities located within the corporate limits of the town.
- (3) When engaging in a response action caused by the unauthorized discharge or potential discharge of hazardous substances, the town shall keep a detailed record of the response costs.
- (4) Any person or entity responsible for causing or allowing an unauthorized discharge or potential discharge of hazardous substances that requires response actions by the town or its authorized agents shall reimburse the town for the full cost of all

response actions. Reimbursement shall be made within thirty (30) days after receipt of an itemized bill for response costs from the town.

- (6) Any person or entity responsible for causing or allowing an unauthorized discharge or potential discharge of hazardous substances that results in the town incurring response costs and who fails to reimburse the town for such response costs within the time set forth herein shall be subject to a late fee in the amount of ten percent (10%) of the total amount of the response costs after thirty (30) days. Thereafter, the late fee assessed on the unpaid balance shall be increased by two percent (2%) for each additional thirty (30) day period until the full amount, including any applicable late fee, is paid.
- (7) The remedy provided for in this section shall be supplemental to and in addition to all other available remedies at law or in equity.

### **ARTICLE III. GENERAL PROVISIONS**

#### **Sec. 9-4. Burning permit.**

It shall be unlawful for anyone to set a fire on any lot, street, alley or other public or private place within the corporate limits of the town without first obtaining a permit to do so from the fire rescue department and paying all fees specified in the town's municipal facilities and services user fee schedule. The application shall be obtained from the department, and it shall be reviewed for approval or rejection by the chief of the department or his/her designee. Approved permits may be revoked by the department at any time if it is deemed by the department, in its sole discretion, that changes in weather or other circumstances render the fire a hazard or dangerous to the public in any manner.

#### **Sec. 9-5. Illegal storage.**

A determination that storage is illegal or in violation of this or other NFPA code(s) shall be at the discretion of the fire chief or his/her designee. Illegal storage, for the purpose of this section, includes any material stored in an electrical room, in front of major electrical panels, fire pump rooms, fire command rooms (other than what is permitted by the Florida Building Code and the FFPC), fire protection closet, and similar areas. Such areas shall be provided with signs indicating "No Storage."

#### **Sec. 9-6. Premises identification.**

All new and existing buildings shall include signage that identifies the building address. All such signs shall be permanent and shall meet the requirements NFPA 1. All such signage shall be placed on buildings in such a manner that their address numbers are plainly legible and visible from the road or street fronting the property.

**Sec. 9-7. Unit and Suite Identification.**

All apartment units, condominium units, and business suites located in buildings, regardless of occupancy type, shall include signage that identifies their number (or any other identifying designation). All such signs shall be permanent and shall meet the requirements NFPA 1. Units shall be distinguished and identified using numbers or letters, or a combination thereof, in sequence. Proposed numbering or lettering schemes shall be subject to review and approval by the fire chief or his/her designee. Identification signs shall be located on the door of the unit, or the wall adjacent to the unit, such that it is visible and legible to approaching fire rescue personnel. Signs located on a fire rated door or fire rated wall shall not compromise the rating of the door or wall and shall not conflict with manufacturers recommendations.

**Sec. 9-8 Directional/Wayfinding Signs.**

Approved directional signs shall be provided in corridors and other areas of the building, as required to assist fire rescue service personnel. The location of directional signs shall be at the discretion of the fire chief or his/her designee.

**Sec. 9-9 thru 9-25 - Reserved.**

**Sec. 9-26. Fire lanes on private property.**

- (1) For the purpose of this chapter, a "fire lane" shall mean a space sufficient in width and length to permit the parking of fire trucks and other firefighting apparatus and located nearest to, or at the best location to permit firefighting operations for, a building or structure.
- (2) Fire lanes shall be established and maintained on private property where the public has the right to travel by motor vehicle and where the public is permitted by invitation or by license to travel by motor vehicle, to the extent that any such fire lane is necessary for the department to access buildings by fire trucks or other firefighting apparatus, as more specifically provided in FFPC, NFPA 1, Chapter 18.

“Private property where the public has the right to travel by motor vehicle and where the public is permitted by invitation or by license to travel by motor vehicle” shall mean all parking lots, shopping plazas, and shopping centers, as well as all commercial, industrial, single family, and multi-family residential areas.

- (3) After notification by the fire rescue department to establish fire lanes on a particular property, the owner or person in possession and control of the property shall submit a site plan for the fire lanes on the property to the fire department for review and approval of the design and location of the fire lanes. The site plan shall be drawn to scale and shall show all related buildings, driveways, streets, and other information necessary to evaluate the sufficiency of the fire lanes.
- (4) Approval of fire lanes by the fire rescue department shall constitute authorization for the person owning, or in possession and control of, any such property to install required official signs and necessary pavement markings prohibiting the stopping, standing, or parking of motor vehicles within the fire lanes, and the posting of the fire lanes as tow-away zones. Such signs and necessary pavement marking and striping shall be furnished and installed by the owner or person in possession and control of the property at their own cost. The owner or person in possession and control of the property shall thereafter be responsible for the maintenance of the signs, markings, and striping of the required fire lanes.
- (5) All fire lane signs required by and installed pursuant to this section shall have red lettering, not less than two inches (2”) or more than three inches (3”) in height, on a white background. Each sign shall be twelve inches (12”) wide by eighteen inches (18”) in height and shall be consistent with the manual on uniform traffic control devices of the state department of transportation and Chapter 18 of NFPA 1, 8th edition).

**Sec. 9-27. Use of outdoor cooking appliances.**

- (1) This section shall apply to all buildings and structures, except two-family dwellings of one-story design, and single-family dwellings. This section shall not apply to commercial cooking appliances.
- (2) For the purpose of this section, an outdoor cooking appliance shall mean any portable and non-portable cooking appliance, grill, stove, or smoker, fueled, or powered by electricity, wood, charcoal, liquefied petroleum gas, natural gas, gasoline, kerosene, naphtha, alcohol, or other liquid or gaseous fuel.
- (3) Outdoor cooking appliances shall be operated a minimum of ten feet (10') from the exterior of buildings or structures.
- (4) It shall be unlawful for any person to use or cause to be used any outdoor cooking appliance on any balcony, within any screened enclosure, in any covered parking area, in any corridor or hallway, under any overhang or within any area of any building or structure; notwithstanding the foregoing, a tabletop or countertop electric grill, with a cooking surface that is two hundred (200) square inches or less in size, may be used on a balcony, as long as the balcony is not enclosed or within a screened enclosure. This requirement also applies to one-and two-family dwellings.

**Sec. 9-28. Closing of private driveways, roadways, and entrances.**

It shall be unlawful for any person to have or cause to have any driveway, roadway, or entrance barricaded or blocked by obstacles which would interfere with the response of the fire rescue department or other emergency vehicles. If an existing building requires a change of access, the owners shall provide revised life safety plans and obtain a permit from the town.

**Sec. 9-29. Processes deemed hazardous to life and property.**

- (1) The fire chief or fire marshal may issue an order for the immediate cessation of any activity, operation, or process, when such operation, activity, or process constitutes a severe and immediate hazard to persons or property.
- (2) No person who, after being served with either a verbal or written order to cease such severe and immediate hazardous activity, operation, or process, shall fail or refuse to comply with such an order.

**Sec. 9-30. Evacuation of occupied buildings or structures.**

In accordance with the Florida Fire Prevention Code, NFPA 1, sec. 1.7.16, the fire chief, the fire marshal, a fire inspector, or any department officer may order the immediate evacuation of any occupied building or structure or assembly area when such building, structure or assembly area is deemed hazardous due to a fire hazard, obstruction to exits, overcrowding of the premises, or any other hazard or potential which presents immediate and life-threatening danger to the occupants. The premises, or any portion thereof, may not be reoccupied until it has been examined and deemed free of the hazard or potential hazard that caused the evacuation to be ordered.

**Sec. 9-31. Fireworks, pyrotechnic special effects, flame effects.**

- (1) The discharge, firing or use of the following fireworks products are prohibited inside buildings, tents, structures, and other enclosed spaces:
  - (a) Firecrackers, rockets, torpedoes, roman candles or other fireworks or substances designed and intended for pyrotechnic display, and of cap guns, starter pistols, canes, cannons, or other appliances (other than a "firearm" as defined in Fla. Stat. § 790.001) using blank cartridges or caps containing chlorate or potash mixture;
  - (b) Pyrotechnic special effects including, but are not limited to, chemical mixtures used in the entertainment industry to produce visible, audible, or thermal effects by combustion, deflagration, or detonation; and
  - (c) Flame effects including, but not limited to, batons, and/or torches fueled by liquid, solid or gaseous fuels, flame projectors which produce heat effects and/or flames, flash powders composed of fuel(s) and oxidizer(s), flares, and similar devices.
- (2) Except as provided in section 791.08, Florida Statutes, a permit shall be obtained from the town manager or his/her designee, prior to any outdoor use of fireworks, pyrotechnic special effects, flame effects, and/or any other fireworks item identified in section 1 above. The application for a permit shall be on a town form and payment of an application fee shall be required. The town manager or his/her designee may include conditions in the permit, including but not limited to additional inspection fees, to ensure compliance with all applicable requirements herein and state law or to protect the public health, safety, and welfare.
- (3) The permit applicant shall furnish with its application proof of financial responsibility in the form of liability insurance. Such liability insurance shall have a minimum of \$1,000,000.00 coverage for each occurrence and shall provide coverage for all claims

for damages to property or personal injuries, including death, arising out of the use of the fireworks. Additionally, the applicant shall provide the town with an endorsement from its insurer that names the town, and its officers and employees, as an additional insured and shall otherwise be in a form acceptable to the town.

- (4) The outdoor use of fireworks shall be in accordance with NFPA 1123 and NFPA 1124.

#### **Sec. 9-32. Public Safety Radio Communication System.**

In all newly constructed buildings, a minimum radio signal strength for public safety radio signals shall be required within the building. Installation and signal strength shall be the minimum requirements per NFPA 1225 (2022 edition), Chapter 18 (In-Building Emergency Responder Communication Enhancement Systems) or as otherwise specified by the town. In all new and existing buildings, as outlined in Section 633.202(18), Florida Statutes, that cause a reduction of Emergency Responder Communication signals below the acceptable level for reliable communications, a two-way radio enhancement system shall be required. In buildings where phone jacks are required as part of an alarm system, a two-way radio enhancement system shall be installed and maintained by the building owner, in lieu of the phone jacks.

#### **Sec. 9-33. Rubbish and linen chutes.**

New buildings with a chute or chutes for trash, linen, or any other building services requires fire sprinkler protection, and all such chutes shall be provided with a riser for the purposes of complete isolation from the remainder of the building's fire sprinkler system. The valve to isolate the riser shall be supervised.

#### **Sec. 9-34. Liquefied Petroleum Gas Containers.**

All containers installed for the storage, handling, transportation, and use of liquefied petroleum gas shall comply with the requirements of NFPA 58.

- (1) Containers shall not be filled prior to rough-in inspection without the prior approval of the fire chief or his/her designee.
- (2) Underground tanks shall be visually inspected prior to back filling the location of installation.
- (3) Tanks installed within ten feet (10') of a public vehicular thoroughfare or designated parking location shall be provided with vehicular barrier protection.

- (4) Tanks installed under a driveway or designated parking area shall be a non-interchangeable underground tank.
- (5) Tanks installed under a driveway or designated parking area shall be provided with a shroud that allows the tank to be installed at least eighteen inches (18") below grade.
- (6) Tanks installed under a driveway or designated parking area shall be provided with a protective dome or cover, engineered to protect the tank valve assembly, and support the weight of parked or moving vehicles.

### **ARTICLE III. ELEVATORS**

#### **Sec. 9-35. Dimensions and control of automatic elevators.**

In all buildings three stories or more in height erected, after November 23, 1993, which are equipped with automatic elevators, all elevators of the structure shall be arranged for emergency use (firefighter's service) by department personnel. At all times, and regardless of circumstances, elevators shall remain operable and available for emergency use by department personnel. The control of all automatic elevators shall meet the requirements as set forth under Chapter 61-5C, "Florida Elevator Safety Code," Florida Administrative Code. In addition to these requirements, the following specifications shall be met:

- (1) Emergency auxiliary power required.
  - (a) Emergency auxiliary electrical power shall be provided for all elevators equipped with the key switch service for department personnel. The auxiliary power supply shall be capable of supplying power to the elevators for a period of at least twenty-four (24) hours. The auxiliary power supply shall be approved by the fire rescue department.
  - (b) Emergency auxiliary power shall remain on for the service car in use by firefighters regardless of selection switch devices, which may also be installed to rotate emergency power to other cars in the building.
  - (c) No more than ten (10) seconds shall be required for the auxiliary power to be in full operation and the operation of the emergency power supply shall automatically transfer to the firefighters' service car.
  - (d) A maintenance schedule shall be maintained in the generator equipment room to record all tests and operation of such auxiliary power equipment. At all times, the records shall be posted and available to the fire rescue services department.



- (e) All auxiliary power equipment and automatic transfer apparatus shall be tested weekly.
  - (f) For all buildings which are designed and constructed having multiple separate towers, each tower shall be treated as though it were a separate building.
- (2) Key switch operation (firefighter's service).
- (a) As used in this section, authorized personnel shall mean the fire chief and any fire rescue department officer designated in writing by the fire chief as authorized to possess the standard emergency elevator control key or key to a keykeeper box.
  - (b) A keykeeper box shall be installed adjacent to all firefighter's service elevators. The performance standards of the keykeeper box shall equal or exceed those of the Bommer key-keeper box, type 5620, F2828, or the AF Florence Manufacturing Company KK Series Key Keeper Box. The key keeper box shall be equipped with a lock that can be opened with the Emergency Response Region 7 Key (Yale Key No. R-80833-2006-7).
  - (c) The standard emergency elevator control key shall be issued only to authorized personnel.
  - (d) All buildings constructed following the adoption of this code regardless of the number of stories, shall use the emergency elevator control key for Emergency Response Region 7 (Yale Key No. R-80833-2006-7).
  - (e) Any building having undergone "substantial improvement," as defined in Section 161.54(12), Florida Statutes, must comply with subsection 9-35(2)(b) of this Code.
  - (f) All elevators in the town shall utilize the Emergency Response Region 7 (Yale Key No. R-80833-2006-7) key for the keykeeper box lock.
- (3) Minimum size and weight capacity.
- (a) Elevators shall have a platform with dimensions of at least six feet (6') deep by five feet (5'), five inches (5") wide.
  - (b) Elevators shall have minimum headroom inside the car of at least seven feet (7'), six inches (6").
  - (c) Doors to elevators shall be at least six feet (6'), eight inches (8') high by three feet (3') wide.
  - (d) Elevators shall have a weight capacity of at least 3,500 pounds.
- (4) Emergency access keys.

- (a) A standard emergency access door key shall be provided to the department for all elevators.
- (b) An emergency key slot shall be located on each door on every floor or landing on which each elevator can stop.
- (5) A sign shall be posted directly above each elevator door on every floor, stating: "In Case of Fire: Use Exit Stairways—Do Not Use This Elevator."
  - (a) The sign shall be at least two and one-half (2½) inches high by three and one-half (3½) inches wide.
  - (b) The letters shall be of a color that contrasts with background.
- (6) Emergency use elevator to be identified.
  - (a) Any elevator provided with the fire rescue department key switch and emergency power shall be identified by a sign of at least three inches (3") wide by two inches (2") high displaying at least three-quarter (¾) inch letters with the following information: "Fire Rescue Services Department Emergency Power."
  - (b) The background of the sign shall be red with white letters.
  - (c) The sign shall be posted in the center of the door frame directly above the door opening on the floor where the key switch is located.

#### **ARTICLE IV. PERMITS**

##### **Sec. 9-36. Examination of building permits.**

- (1) This section shall not apply to single-family or duplex residential units, except where the installation of fire suppression systems, fire alarm systems, or liquefied petroleum fuel tanks, are proposed, or are required by this code, the Florida Building Code or the FFPC.
- (2) Any plans and/or specification submitted as part of an application for any building permit for new construction, demolition, moving of existing buildings, or renovation of existing structures shall comply with Section 1.14 of the Florida Fire Prevention Code, 8th Edition, and Subtitle 61-G15 of the Florida Administrative Code, as applicable, and examined and approved by the fire rescue department. Each set of plans and specifications submitted for approval pursuant to this section must also include all required fire permit applications.
- (3) The fire rescue department shall provide review comments following rejection of any submitted plans.

- (4) The owner of any new building or any existing building undergoing a level 2 or level 3 alteration, as defined by the Florida Building Code ("FBC"), or extensive modification or reconstruction pursuant to the FFPC, shall provide floor plan drawings on a media type specified by the fire rescue department for the purpose of pre-fire planning. This shall be required prior to issuance of the temporary certificate of occupancy or certificate of occupancy, as applicable.

**Sec. 9-37. Permits, fee schedule.**

The following enumerated installations and activities require a permit from the fire rescue department. The applicable fees, as enumerated in the town municipal facilities and services user fee schedule, shall be paid after the permit application is approved. Main use building permits shall not be approved by the fire rescue services department for the following uses until all necessary fire rescue department installation permits for special systems and/or equipment have been applied for by the appropriate subcontractors and issued by the fire rescue department, or as may be specifically approved by the fire chief or a designee.

- (1) Motor vehicle painting—Spray booths and bake ovens.
- (2) Gas and fuel-oil-fired outdoor equipment.
- (3) Elevators.
- (4) Liquid petroleum or natural gas storage.
- (5) Flammable or combustible liquid storage.
- (6) Flammable or combustible liquid dispensing.
- (7) Fire alarm systems.
- (8) Fixed automatic fire protection systems.
- (9) Automatic fire sprinkler systems.
- (10) Standpipe systems, independent or part of sprinkler system.
- (11) Fire pumps.
- (12) Required emergency generators.
- (13) Fire hydrant flow test.
- (14) Hazardous substances storage.
- (15) Fireworks display (see sec. 9-31).
- (16) Outdoor burning (see sec. 9-3).
- (17) BDA Systems – 2-way radio enhancement systems / Bi-Directional Amplification.

**Sec. 9-37. Work started without a permit.**

- (1) When work for which a permit is required by this chapter is started prior to issuance of a fire rescue department permit, the permit fees herein specified shall be tripled.
- (2) The payment of such fee shall not relieve any person from fully complying with the requirements of this chapter in the execution of the work, nor from any other penalties prescribed herein.

**ARTICLE V. FIRE FLOW REQUIREMENTS**

**Sec. 9-38. Fire flow requirements.**

- (1) Intent. The intent of this section is to ensure an adequate water supply for fire suppression by establishing minimum flow rates required to control and extinguish fires that may occur within prescribed occupancy classifications. The requirements of this section shall be applicable to public and private water systems, including individual properties and land development projects.
- (2) Required fire flow.
  - (a) The "required fire flow" is the rate of flow needed for firefighting purposes to confine a major fire to the buildings within a block or other contiguous grouping. The determination of this flow depends upon the size, construction, occupancy, and exposure of buildings within and surrounding the block or group of buildings, and upon the existence of automatic sprinkler protection. The determination of required fire flow in each case shall be made by the fire chief, or a designee, according to the criteria established by this section and by the Guide for Determination of Required Fire Flow, published by the Insurance Services Office, ISO Edition 06-2014, and as it may from time to time be amended, which are adopted and incorporated herein by reference.
  - (b) The minimum required fire flow in the various zoning district classifications shall be as listed in Table I at the end of this section. Where conditions indicate that consideration must be given to possible simultaneous fires, as determined by the fire chief utilizing the criteria established or adopted herein, an additional 1,000 to 8,000 gallons per minute shall be required. However, the maximum fire flow requirement for any system shall be 12,000 gallons per minute. The required minimum duration for fire flow for private fire protection systems not serviced by the town shall be as listed in Table II at the end of this section. All required fire

flow rates shall be in addition to the water flow rates necessary to supply the needs of normal flow demands.

- (3) Normal flow demands. Flow demands for design systems shall be calculated based on full ultimate development as known or projected. The average daily flow for domestic use shall be calculated pursuant to normal flow demand criteria as detailed in the town utilities services department standards manual.
- (4) Fire hydrants and fire flow requirements; exemptions and qualifications; interim criteria.
  - (a) All new buildings and all existing buildings being altered to increase the area, height, or occupancy shall have available the required number of fire hydrants as specified in Table III at the end of this section connected to a public water supply which meets the fire flow requirements specified in Tables I and II at the end of this section, except as follows:
    1. All duplex and single-family detached homes not requiring water main extensions for domestic purposes. For purposes of this subsection, "water main extension" shall mean the extension of a water supply system by installation and construction of a new water main, six inches (6") in diameter or larger, as required by the public utility.
    2. Additions to existing buildings and accessory buildings not exceeding twenty-five percent (25%) of the square footage of existing structure, but in no event greater than 5,000 square feet.
    3. Neighborhood shopping centers with buildings totaling an area of less than 100,000 square feet with no building under one roof of more than 10,000 square feet, with no building exceeding two stories in height, and with at least twenty-five-foot (25') separations between buildings, shall meet fire flow requirements of at least 1,250 gallons per minute.
    4. Individual industrial or commercial buildings or structures not part of a neighborhood shopping center or industrial park, less than 5,000 square feet in area, and with low or ordinary hazard content shall meet a fire flow requirement of at least 750 gallons per minute.
  - (b) If the rate of fire flow required under the terms of this section is not available from the public utility at the time of application for a building permit, and none of the exemptions or qualifications in (a) through (c) above apply, then the following interim criteria shall govern the issuance of building permits:

1. Properties classified as having low hazard contents, and not exceeding two (2) stories in height, will be required to provide a minimum of fifty percent (50%) of the flow rate described in Table I for its zoning district at the end of this section.
  2. Properties classified as having ordinary hazard contents, and not exceeding two (2) stories in height, will be required to provide a minimum of seventy percent (70%) of the flow rate described in Table I for its zoning district at the end of this section.
  3. Properties classified as having low or ordinary hazard contents, and having more than two (2) stories but not exceeding five (5) stories in height, will be required to provide a minimum of seventy-five percent (75%) of the flow rate described in Table I for its zoning district at the end of this section.
  4. Properties classified as having high hazard contents will be required to provide one hundred percent (100%) of the flow rate described in Table I for its zoning district at the end of this section.
  5. All properties, in excess of five (5) stories in height, will be required to provide one hundred percent (100%) of the flow rate described in Table I for its zoning district.
  6. As used herein, "low hazard contents," "ordinary hazard contents" and "high hazard contents" shall be defined as set forth in Florida Fire Prevention Code NFPA 101 section 6-2.2, which section is adopted and incorporated herein by reference.
  7. In all cases of new construction where less than the flow rate described in Table I at the end of this section is permitted pursuant to the provisions of (b) above, engineering and construction of new facilities to meet the total fire flow requirements as described in Table I will be provided so that at the time the public utility is capable of providing full fire flow, the properties receiving the flow will be capable of utilizing the full fire flow provided by the utility.
  8. In all cases wherein the interim criteria of (b) above are utilized, no less than a 500-gallon-per-minute fire flow shall be permitted for any type of improved property, and all fire flow tests will be calculated with a minimum of twenty (20) psi residual pressure remaining in the water main.
- (5) Supplemental flow systems. If the minimum fire flow requirements set out in this section cannot be met by the water supply utility, then the applicant for a building

permit shall be required to supplement those flows through an on-site, or readily available, system meeting the minimum fire flow requirements of this section and meeting with the approval of the fire rescue services department.

- (6) Extensions of time; bond. If the required fire flow is not available to allow an applicant to obtain a certificate of occupancy, but it is determined by the fire rescue department that system improvements are in process and are imminent so that the applicant will be able to meet the fire flow requirements, then the fire rescue services department may extend the time to meet the requirements of this section for an initial interim period not to exceed ninety (90) days and may authorize a temporary certificate of occupancy based thereon. In order to meet the fire flow requirements, a bond sufficient to assure completion of the required system improvements shall be posted by the applicant with the town manager. The amount of the bond shall be determined by the fire rescue services department and shall be equivalent to two hundred (200) percent of the cost to complete the fire flow improvements.
- (7) Fire hydrants and fire hydrant branches.
  - (a) The location, number, and sizes of the fire hydrants, and fire hydrant branches, shall be designated by the fire rescue department in accordance with Table III at the end of this section.
  - (b) Fire hydrants of the approved municipal design and system pattern shall be provided along all primary roadways and fire lanes throughout any proposed project. When such development fronts on one or more existing public street(s), fire hydrants shall be located along the public street(s) as well as throughout the entire project. Spacing shall be measured along the actual route fire apparatus will travel.
  - (c) Unobstructed access to fire hydrants, or on-site private systems, shall be provided and maintained to accommodate firefighting apparatus.
- (8) Distribution systems. The supply mains shall be of adequate size and have properly arranged connections to the arterial mains, which shall extend throughout the system and have numerous connections to the secondary feeders that supply the minor distribution.
- (9) Main sizes. Main sizes and system patterns shall be subject to approval of all applicable agencies pursuant to fire and normal flow demand criteria. Design standards shall be in conformance with current editions of the town utilities services department standards manual.

(10) Pressure. Sufficient pressures shall be provided within the system to maintain twenty (20) psi residual pressure while providing required fire flows. In those cases where system supply design and hydrant locations are capable of meeting full domestic, commercial and fire flow demands, residual pressures of ten (10) psi will be permitted.

(11) Violations. No person shall:

- (a) Use or operate any fire hydrant or other valve on any fire system that is intended for use by the town for any purpose unless a fire hydrant use permit has been issued by the town to such person and such person complies with the appropriate provisions of Chapter 29 of the Town Code of Ordinances.
- (b) Remove, tamper with, or otherwise disturb any fire hydrant or firefighting appliance except for the purpose of extinguishing fires, firefighting training, or making necessary repairs, without first obtaining written approval by the fire rescue services department.

TABLE I. REQUIRED FIRE FLOWS BY ZONING CLASSIFICATION (Defined in Section 30-62 of the Town Code)

Zoning Districts	Requirement
Group 1: RE (Residential Single-Family Estate Zoning District), RS (Residential Single-Family Zoning District)	The system shall deliver not less than 500 gallons per minute at 20 psi residual on the system. Each fire hydrant shall deliver not less than 500 gallons per minute.
Group 2: RML (Residential Multiple-Family Low-Density Zoning District)	The system shall deliver not less than 1,000 gallons per minute at 20 psi residual on the system. Each fire hydrant shall deliver not less than 750 gallons per minute.
Group 3: RMM (Residential Multiple-Family Medium-Density Zoning District)	The system shall deliver not less than 1,500 gallons per minute at 20 psi residual on the system. Each fire hydrant shall deliver not less than 750 gallons per minute.
Group 4: RMH (Residential Multiple-Family High-Density Zoning District)	The system shall deliver not less than 2,000 gallons per minute at 20 psi residual on the



Zoning Districts	Requirement
	system. Each fire hydrant shall deliver not less than 750 gallons per minute.
Group 5: GSD (Government Service Zoning District)	The system shall deliver not less than 2,000 gallons per minute at 20 psi residual on the system. Each fire hydrant shall deliver not less than 1,000 gallons per minute.

TABLE II. REQUIRED DURATION FOR FIRE FLOW

Required Fire Flow (gallons per minute)	Required Duration (hours)
10,000 and greater	10.00
9,500	9
9,000	9
8,500	8
8,000	8
7,500	7
7,000	7
6,500	6
6,000	6
5,500	5
5,000	5
4,500	4
4,000	4
3,500	3
3,000	3
2,500 and less	2

TABLE III. FIRE HYDRANT SPACING

	Districts	Hydrant Spacing (feet)
1.00	Multifamily structures 2 or more stories in height	300.00
2.00	Commercial, industrial, and similar structures regardless of height	300.00
3.00	Areas with multi-laned, divided highways (hydrants shall be provided along both sides of such roads with the location of curb cuts and median cuts considered)	400.00
4.00	Residential districts, single-family and duplex areas with dead-end streets	500.00
5.00	Residential districts, single-family and duplex areas with complete internal circulation	600.00
6.00	Residential districts, cluster developments 1 story in height	400.00

## **ARTICLE VI. FIRE ALARMS AND AUTOMATIC FIRE EXTINGUISHING SYSTEMS**

### **Sec. 9-39. Central station alarm disposition.**

Alarm disposition between a central station and the fire rescue department may be transmitted via any of the transmission modes approved by NFPA 72. However, the maximum duration between the initiation of an alarm signal at the protected premise to transmission to and receipt of the signal by the fire rescue department shall not exceed ninety (90) seconds.

### **Sec. 9-40. Automatic fire-extinguishing and detection systems.**

Any automatic or manual fire alarm signal system and automatic fire-extinguishing or automatic fire detection system hereafter installed, in addition to complying with the Florida Fire Prevention Code, the Florida Building Code, and the state fire marshal's rules and regulations, shall be listed by a Nationally Recognized Testing Laboratory ("NRTL") approved in accordance with the provisions of Section 633.334, Florida Statutes, and shall conform to the following requirements:

- (1) Any fire alarm system, automatic fire sprinkler system, smoke, ionization or heat detection system, clean agent extinguishing system, automatic fire-extinguishing devices, (except stand-alone automatic extinguishing systems in hoods and ducts), installed in any occupancy, which may be required by applicable provisions of these regulations, shall be so arranged that the normal operation of any required alarm-initiating device or the operation of any automatic fire-extinguishing system shall automatically transmit an alarm to a documented NRTL central station. Listing documentation shall be submitted to the fire rescue department for review and approval.
- (2) A NRTL central station, in accordance with NFPA 72 (2019) Section 26.3, shall be identified by the NRTL certificated service provider for all newly installed and required fire alarm systems. An existing required fire alarm system, wherein the control panel or alarm components are being replaced, shall be considered a new fire alarm system for the purposes of this section, and such system shall meet the certifying requirements of this code. NRTL listed central station service, in full compliance with NFPA 72 (2019) Section 26.3, shall be maintained at the protected property, so long as the requirement for the fire alarm system exists.
- (3) All fire alarm signal systems, and automatic extinguishing and detection systems, installed in accordance with this section shall be maintained under a written service contract providing for regular maintenance and testing of the system in accordance with the state fire marshal's rules and regulations. When the fire rescue department determines a fire alarm system is out of service in need of repair, or where confirmation is required to verify proper functioning of the system, the fire rescue department shall request the response of a technician as required in NFPA 72 within the timeframes specified therein, without consent from any building representative. Failure to comply with such a request for a technician or runner is a violation of this code.
- (4) The service company performing the maintenance and tests shall forward a written report to the fire rescue department indicating the nature of any deficiencies, impairments, repairs, modifications, and/or corrections completed by the service company, the date and time of such tests and inspections, and any other information, which may be required by the fire and life safety division. In addition, a copy of the service report shall be maintained in the fire protection closet or fire command room,

or on the premises and it shall be subject to inspection by the fire rescue department at any time.

- (5) In accordance with NFPA 72 (2019), all fire alarm signal systems, automatic extinguishing and/or detection systems shall be provided with an approved annunciator panel. Annunciator panels, either remote or part of the FACP, shall be equipped with an LCD display with a minimum eighty (80)-character capability, designed to indicate the floor number and the section of the building reporting a fire alarm or fire condition. Fire alarm system activation in multi-level/story occupancies/buildings shall indicate an alarm condition on the floor of incident, one floor below the floor of incident, and all levels above the floor of incident. Each alarm-initiating device shall indicate an individual location on such annunciator. The alarm initiating device shall indicate its individual location to the monitoring central station. The annunciator shall respond to either manual or automatic devices, and all devices within the system shall be connected to the annunciator. The location of the annunciator panel shall be designated by the fire rescue department, and it shall be so located as to be immediately available to the fire rescue department at all times. Fire alarm systems installed solely for the purpose of monitoring a fire sprinkler system shall be allowed upon the approval of the fire chief or his/her designee. In a complex with multiple buildings, each building shall have its own transmitter for alarm signal disposition to the central station.
- (6) Carbon monoxide detection systems shall be required in buildings as provided in NFPA 1, NFPA 101, and NFPA 72. Carbon monoxide levels shall be monitored in new parking structures in addition to the requirements of NFPA 88A. In addition to established requirements, carbon monoxide detection systems shall, upon the detection of carbon monoxide levels above 99 ppm, send a supervisory signal to the buildings fire alarm system panel, and any area attended to by security or staff. Detection of carbon monoxide levels exceeding 199 ppm shall activate a fire alarm signal to notify all occupants of the building and send a signal to central station. Existing parking structures will be required to comply with this section upon completion of a level 2 or level 3 alteration as defined in the Florida Building Code.
- (7) All fire alarm signal and detection systems shall be provided with a secondary source of power always available for use in the event of failure of the primary power supply to insure continuous operation of the system, pursuant to the requirements of NFPA 72 Section 10.6 (2019).

- (8) Pre-signal fire alarm systems shall not be permitted.
- (9) A change in service provider or a transmitter requires a permit and verification by the fire department that the alarm system is reporting the appropriate signals to the central station as required by code.
- (10) Communications methods shall comply with the requirements of NFPA 72 (2019 ed.), Chapter 26, and shall be approved by the fire chief or designee.

**Sec. 9-41. Alarm registration.**

All required fire alarm systems must comply with the requirements of Chapter 9 of the Town Code. All fields on the alarm registration form shall be filled out in their entirety, and a copy of the form shall be posted adjacent to the fire alarm panel.

**Sec. 9-42. Fire alarm installation permits.**

- (1) The fire rescue department shall issue a fire alarm installation permit after receiving and approving a completed fire alarm application, plans, and required supporting documentation, and only after it is determined the fire alarm system meets the criteria of this section. The reason underlying a permit denial shall be documented on the town permitting system and be provided to the applicant.
- (2) The fire alarm system shall be installed in compliance with the Fire Alarm/Central Station Applicable Regulations and Official Policies Guidelines of the fire rescue department.

**Sec. 9-43. - Fire alarm system certification requirements.**

- (1) The applicant for a required fire alarm installation permit shall submit to fire rescue services department for review, along with the permit application, documentation listing the NRTL central station for the alarm system and provide documentation of NRTL certification at time of acceptance testing of the fire alarm system or added components.
- (2) The applicant must demonstrate that the fire alarm monitoring will be performed by a NRTL certified/listed central station.
- (3) All required NRTL certificated/listed fire alarm systems must maintain NRTL compliance and NRTL monitoring.

**Sec. 9-44. False alarms.**

False alarms are defined, and fees, therefore, are as provided for in Chapter 9 of the Town Code.

**Sec. 9-45. Limitation of liability.**

Neither the town nor any of its officers and agents shall be under any obligation or duty to an alarm user or to any other person. The town specifically disclaims liability for any damages, injuries, or losses caused by or resulting from a failure to respond to an alarm.

**ARTICLE VII. FIRE PROTECTION SYSTEMS**

**Sec. 9-46. Applicability.**

Chapter 9, Fire Protection Systems, of the Florida Building Code is supplemented as follows:

- (1) The requirements of this article shall apply to all newly constructed buildings, structures, and installations.
- (2) The requirements of this article shall also apply to any existing building or structure if a level 2 or level 3 alteration occurs, as defined in the Florida Building Code.

**Sec. 9-47. Definitions.**

For the purpose of this article, the following words, terms, and phrases shall have the meanings given in this section, unless the context clearly indicates otherwise:

*Approved double check valve assembly* is an assembly of two (2) independently operating check valves with Outside Stem and Yoke ("O.S. & Y") valves on each side of the check valves, plus properly located test cocks for the testing of each check valve. The assembly shall be listed in the "UL Fire Protection Equipment Directory" under "Backflow Special Check Valve Devices (BAEU)." The O.S. & Y valves shall be listed in the "UL Fire Protection Equipment Directory" under "Gate Valve (HMRZ)." The assembly shall be installed in the horizontal position, outside, above ground and shall be readily accessible for maintenance, testing and inspection. The O.S. & Y valves shall be supervised with properly installed tamper switches connected to the fire alarm system. The O.S. & Y valves shall also be secured with a chain and two interlocked padlocks, one of which shall be a Master lock, issued by the fire department, painted red, for fire rescue department access.

Fire Rescue Services department connections shall not be directly attached to the assembly.

*Approved dual check valve assembly* is a listed assembly of two (2) independently operating check valves. For fire main use a single O.S. & Y valve shall be installed on the supply side of the approved dual check valve. The O.S. & Y valve shall serve as the main control valve for the fire protection system. The assembly shall be installed in the horizontal position, outside, above ground, and shall be readily accessible for maintenance and inspection. The O.S. & Y valve shall be secured with a chain and a Master lock, issued by the fire department.

*Fire main* is that pipe, and its appurtenances, on private property between a source of water and the base of the riser for the automatic fire sprinkler systems, open fire sprinkler systems, fixed water spray systems, fire standpipe systems and/or inlets to firefighting foam making systems. When connected to the public water system, the fire main begins at the supply side of the approved double check valve assembly or the approved dual check valve assembly. On NFPA 13D systems, the fire main begins at the point where the water supply line for the fire sprinkler system splits from the domestic water service.

#### **Sec. 9-48. Backflow prevention for fire protection systems.**

An approved DDCV assembly shall be installed on all fire mains serving all structures, except single-family homes and duplexes, as provided in NFPA 13, NFPA 13R and NFPA 13D. An approved dual check valve assembly shall be installed on all fire mains serving one- and two-family dwellings (NFPA 13D).

Previously approved post indicator valves ("PIV") shall be kept locked with a #2396 key Master lock. Previously approved PIV's shall be changed to double detector check valve ("DDCV") assemblies meeting the requirements of this section when they are determined to be out of service and in need of replacement.

#### **Sec. 9-49. Fire mains.**

Fire main taps connected to the public water system shall be sized for, and serve, only the building for which they were installed. Fire main taps shall not be shared with other buildings. Fire mains shall be constructed of class 52 ductile iron pipe (DIP) or other pipe UL listed for underground fire main use, as approved by the fire rescue department. Fire main taps may be shared only where a single fire pump is shared in accordance with section 9-50. Fire mains shall only enter a building above ground and through an exterior

wall. Fire mains shall not run under foundations or footers. In high-rise buildings (as defined in the Florida Fire Prevention Code and the Florida Building Code), fire main configurations shall be in accordance with the Florida Building Code, Chapter 4. Any alternative fire main configurations shall be subject to the approval of the fire chief or designee at the time of initial permit application.

**Sec. 9-50. Fire pumps.**

Fire pumps installed in buildings to meet requirements for standpipes or hydraulic demand of the fire sprinkler system shall be provided with a secondary source of power (emergency generator) if such system is provided. Fire pumps shall serve only the building or structure for which they were installed and shall not be shared with other buildings or structures, except that a single fire pump may be shared between a building and up to two (2) parking structures if all the following are provided:

- (a) All buildings and structures are under the same ownership.
- (b) A "unity of title" for the buildings and structures is provided before the installation permit is issued.
- (c) The fire mains serving each building/structure are installed underground in accordance with NFPA 24, and this article.

**Sec. 9-51. Fire protection system closet.**

- (1) A fire protection system closet shall be provided for all buildings and structures equipped with a fire alarm or fire sprinkler protection.
  - (a) The closet shall house the fire sprinkler system riser, all appropriate control valves, all appropriate flow and tamper switches, the fire alarm system control panel, annunciator panel, annunciator map/legend and the transmitter/control unit. As provided in the FFPC and NFPA 72, portions of the fire alarm system may be located elsewhere in the building subject to approval by the fire rescue department.
  - (b) The annual fire alarm registration and copies of the most recent fire alarm, and fire sprinkler, inspection reports shall be posted in the closet.
  - (c) The closet shall not be used for storage and shall not be used for any other electrical, plumbing, or mechanical equipment.
  - (d) The minimum size of the closet shall be two feet (2') deep by four feet (4') wide, which shall be increased to accommodate the provided equipment.



- (e) The closet shall be separated from all other portions of the building with one (1)-hour fire resistive construction as a minimum. The closet shall be located along an outside wall near the fire primary fire department access, at grade, with access from an outside swinging door, which need not be fire rated.
  - (f) The door shall be labeled with a sign that reads "Fire Protection Closet." The closet shall be kept locked at all times. A key box approved by the fire and life safety division shall be installed on the outside wall, within three feet (3') of the closet. The key box shall be installed forty-two inches (42") to forty-eight inches (48") above grade. The key box shall be sized appropriately such that the keys, access cards, fobs, and other contents fit inside in a manner that is practical for fire rescue department personnel to open and close with ease. The key box shall contain a key to access the closet, all the keys necessary to control the fire alarm system, and keys to access the building and other important areas, including but not limited to, electrical rooms, fire pump rooms, elevator machine rooms, roof access, hazardous materials storage areas, etc. The property owner may provide additional keys for access to other areas of the building as appropriate.
  - (g) A weatherproof horn/strobe or speaker/strobe shall be installed directly above the key box at a height easily seen upon approach to the area.
  - (h) The closet shall be designed and constructed so as to provide and maintain an air-conditioned temperature of no greater than eighty (80) degrees Fahrenheit.
- (2) Fire protection system closets are not required in high rise buildings and other buildings where a fire pump room and a fire control room are required or provided. Fire protection system closets are not required for fire sprinkler systems provided in single family homes and duplexes.

**Sec. 9-52. - Fire rescue services department connections (FDC).**

- (1) A single 2½-inch freestanding fire rescue department connection located within fifty (50) feet of a fire hydrant shall be provided on all NFPA 13R fire sprinkler systems with twenty (20) or more fire sprinkler heads.
- (2) A double (Siamese) 2½-inch freestanding fire rescue department connection located within fifty (50) feet of fire hydrant shall be provided on all NFPA 13 fire sprinkler systems with twenty (20) or more fire sprinkler heads.

- (3) Two double (Siamese) 2½-inch freestanding fire rescue department connections, each located within fifty (50) feet of a fire hydrant shall be provided on all the following fire sprinkler systems:
  - (a) Light hazard and ordinary hazard NFPA 13 fire sprinkler systems with four hundred (400) or more fire sprinkler heads.
  - (b) Extra hazard NFPA 13 fire sprinkler systems with two hundred (200) or more fire sprinkler heads.
  - (c) On special fire protection systems or situations as designated by the fire chief or designee.
- (4) Multiple fire rescue services connections shall be installed in locations as remote as possible from each other, as approved by the fire chief or designee.

**Sec. 9-53. Hose connections as a part of fire sprinkler systems.**

- (1) Approved 2½-inch fire department hose connections, in accordance with NFPA 13 sec. 8.16.5.2, shall be installed in buildings and structures as follows:
  - (a) All one (1)-story buildings with a floor area of 52,000 square feet or more.
  - (b) All two (2)-story buildings with a combined floor area of 52,000 square feet or more.
  - (c) All three (3)-story buildings with a combined floor area of 52,000 square feet or more.
- (2) Hose connections shall be fed from an adjoining sprinkler zone on the same floor or from a sprinkler zone on a different floor. Hose connections may be fed directly from the riser ahead of a zone valve. All hose connections, including those that are part of a standpipe system, shall be installed at locations approved by the fire chief or designee, such that all areas of the building can be reached with one hundred feet (100') of hose and twenty-five feet (25') of fire stream throw. Hose connections shall be equipped with caps to protect hose threads.
- (3) Class I standpipe systems shall be provided with 2½" hose connections in the following locations:
  - (a) On the inside of the stairwell at each landing.
  - (b) On the outside of the stairwell at each landing.
  - (c) On each side of the wall adjacent to the opening of horizontal exits.
  - (d) On the roof, near the point where the stairwell terminates. This shall be a double 2½" hose connection. It shall be provided with a UL or FM listed gauge.

- (e) At other locations required by the fire chief or a designee.
- (4) All standpipe systems permitted and installed shall be a manual wet system, or automatic wet system, based on occupancy code requirements, as defined by the FBC or NFPA 14, Standard for the Installation of Standpipe and Hose Systems.

**Sec. 9-54. Automatic Wet Fire Sprinklers.**

- (1) All new buildings or structures, including one- and two-family dwellings, 7,500 square feet and larger shall be provided with a wet automatic fire sprinkler system in accordance with the requirements in NFPA 13, 13R, or 13D.
- (2) All new buildings or structures, including one- and two-family dwellings, three (3) or more occupiable stories in height shall be provided with a wet automatic fire sprinkler system in accordance with the requirements in NFPA 13, 13R, or 13D).

**ARTICLE VIII. ENFORCEMENT**

**Sec. 9-55. Enforcement authority.**

The fire chief or his/her designee shall have the authority to conduct investigations and to do all other things necessary to enforce the provisions in this chapter.

**Sec. 9-56. Violations.**

Failure to comply with any provisions of this chapter shall be deemed a violation.

**Sec. 9-57. Penalty for violations.**

Any person or entity violating the provisions of this chapter shall be punishable as provided in the Florida Fire Prevention Code, and as otherwise authorized by the town code, including, but not limited to, section 1-9 and through the initiation of code enforcement proceedings.

**Section 3.** The Town Commission hereby repeals Section 35-11, "Florida Fire Prevention Code," in its entirety.

**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 of the Ordinance shall be made a part of the Town Code of Ordinance and may be re-numbered or re-lettered to accomplish such.

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

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 Don Peters	_____	_____
Commissioner Judith Goldberg	_____	_____
Commissioner Evalyn David	_____	_____

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 Don Peters	_____	_____
Commissioner Judith Goldberg	_____	_____
Commissioner Evalyn David	_____	_____

PASSED AND ADOPTED on second and final reading at the Regular Commission meeting held on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

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

APPROVED AS TO FORM AND LEGALITY:

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



# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

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**MEETING TYPE:** Town Commission Meeting

**MEETING DATE** *July 18, 2023*

**SUBMITTED BY:** Matt Welhaf, Assistant Fire Chief

**SUBJECT:** AN ORDINANCE OF THE TOWN OF HIGHLAND BEACH, FLORIDA, ADOPTING THE CURRENT EDITION OF THE FLORIDA FIRE PREVENTION CODE AND PROVIDING FOR LOCAL AMENDMENTS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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## **SUMMARY:**

The Town is in the process of adopting an update to our local fire prevention ordinance. Pursuant to Chapter 633, Florida Statutes, every three years the State Fire Marshal adopts an updated Florida Fire Prevention Code, which establishes the statewide minimum fire safety code and incorporates Florida editions of the National Fire Protection Association's Fire Code (NFPA 1 Fire Code) and Life Safety Code (NFPA 101 Life Safety Code).

The Florida Fire Prevention Code adopted by the State Fire Marshal shall be deemed adopted by, and shall be enforced by, local governments with fire safety responsibilities as the minimum fire safety code. Local governments are authorized to adopt more stringent local amendments to the Florida Fire Prevention Code, which strengthen the requirements of the minimum fire safety code.

Attached are the proposed local amendments for the Town of Highland Beach to the Florida Fire Prevention Code, which were prepared by Town Staff and the Fire Marshal.

The ordinance is before the Commission for introduction and discussion. The first reading is scheduled for August 1<sup>st</sup>, 2023. Based upon approval of the first reading, the ordinance will then be advertised in accordance with Florida statutes and presented to the Commission for second read/final adoption on August 15<sup>th</sup>, 2023.

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## **FISCAL IMPACT:**

N/A

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## **ATTACHMENTS:**

Proposed Ordinance

Town of Highland Beach Local Amendments to the Florida Fire Prevention Code

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**RECOMMENDATION:**

Commission discussion.



## **TOWN OF HIGHLAND BEACH PROPOSED ORDINANCE**

**AN ORDINANCE OF THE TOWN OF HIGHLAND BEACH, FLORIDA, REPEALING CHAPTER 9, "FIRE PREVENTION AND PROTECTION," OF THE TOWN CODE OF ORDINANCES IN ITS ENTIRETY AND SIMULTANEOUSLY ADOPTING A NEW CHAPTER 9 TO REFERENCE THE CURRENT EDITION OF THE FLORIDA FIRE PREVENTION CODE AND ADOPT LOCAL AMENDMENTS THERETO; REPEALING SECTION 35-11, "FLORIDA FIRE PREVENTION CODE," OF THE TOWN CODE OF ORDINANCES; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town is in the process of establishing a Fire Rescue Department responsible for overseeing and enforcing the Florida Fire Prevention Code within the Town; and

**WHEREAS**, pursuant to Chapter 633, Florida Statutes, every three years the State Fire Marshall adopts an updated Florida Fire Prevention Code, which establishes the statewide minimum fire safety code and incorporates Florida editions of the National Fire Protection Association's Fire Code (NFPA 1 Fire Code) and Life Safety Code (NFPA 101 Life Safety Code); and

**WHEREAS**, Chapter 633, Florida Statutes, provides that the updated Florida Fire Prevention Code adopted by the State Fire Marshall shall be deemed adopted by, and shall be enforced by, local governments with fire safety responsibilities as the minimum fire safety code; and

**WHEREAS**, Chapter 633, Florida Statutes authorizes local governments to adopt more stringent local amendments to the Florida Fire Prevention Code which strengthen the requirements of the minimum fire safety code; and

**WHEREAS**, Town Staff and the Town's Fire Marshal have recommended that the Town adopt the most recent version of the Florida Fire Prevention Code and local amendments to the



Code, and the Town Commission determines that such local amendments are more stringent than and strengthen the minimum fire safety code and that the adoption of such amendments serves a public purpose and is in the best interest of the public health, safety, and welfare of the Town of Highland Beach.

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

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

**Section 2.** The Town Commission hereby repeals Chapter 9, "Fire Prevention and Protection," of the Town Code of Ordinances in its entirety and simultaneously adopts a new Chapter 9 to read as follows:

**ARTICLE I. CODES AND STANDARDS**

**Sec. 9-1. Codes and Standards—Adopted.**

- (1) The town adopts by reference and incorporates into this code as though fully set out herein, that certain code known as the Florida Fire Prevention Code (8th edition) ("FFPC"), except as provided in this chapter.
- (2) The town adopts by reference and incorporates into this code, as though fully set out herein, those additional specific standards and codes published by the National Fire Protection Agency ("NFPA") and set forth below:

NFPA	18	2017	Standard for Wetting Agents
NFPA	22	2018	Standard for Water Tanks for Private Fire Protection
NFPA	53	2016	Recommended Practice on Materials, Equipment, and Systems Used in Oxygen-Enriched Atmospheres
NFPA	67	2019	Guide on Explosive Protection for Gaseous Mixtures in Pipe Systems
NFPA	69	2019	Standard on Explosion Protection Systems
NFPA	102	2016	Standard for Grandstands, Folding and Telescopic Seating, Tents, and Membrane Structures
NFPA	105	2019	Standard for Smoke Control Door Assemblies and Other Opening Protectives
NFPA	115	2020	Standard for Laser Fire Protection
NFPA	140	2018	Standard for Motion Picture and TV Production Facilities

NFPA	160	2016	Standard for the Use of Flame Effects Before an Audience
NFPA	170	2018	Standard for Fire Safety and Emergency Symbols
NFPA	204	2018	Standard for Smoke and Heat Venting
NFPA	241	2019	Standard for Safeguarding Construction, Alteration, and Demolition Operations
NFPA	287	2017	Standard Test Methods for Flammability of Materials in Clean Rooms
NFPA	291	2019	Recommended Practice for Fire Flow Testing and Marking of Hydrants
NFPA	302	2020	Fire Protection Standard for Pleasure and Commercial Motor Craft
NFPA	306	2019	Standard for Control of Gas Hazards on Vessels
NFPA	496	2017	Standard for Purged Pressurized Enclosures for Electrical Equipment
NFPA	502	2020	Standard for Road Tunnels, Bridges, and Limited Access Highways
NFPA	601	2020	Standard for Security Services in Fire Loss Prevention
NFPA	720	2015	Standard for the Installation of Carbon Monoxide (CO) Detection and Warning Equipment
NFPA	780	2020	Standard for the Installation of Lightning Protection Systems
NFPA	801	2020	Standard for Facilities Handling Radioactive Materials
NFPA	820	2020	Standard for Fire Protection and Wastewater Treatment and Collection Facilities
NFPA	914	2019	Code for the Protection of Historic Structures
NFPA	1225	2022	Standard for Emergency Services Communication
NFPA	1961	2020	Standard on Fire Hose
NFPA	1962	2018	Standard for Care, Use, Inspection, Service Testing, and Replacement of Fire Hose, Couplings, Nozzles, and Fire Hose Appliances
NFPA	2001	2018	Standard on Clean Agent Fire Extinguishing Systems

## **Sec. 9-2. Inspections, Testing, and Maintenance.**

The town hereby adopts the following local amendments to the FFPC:

- (1) All systems, equipment, tanks, piping, devices, appliances, controls, or storage facilities over which the code contains regulatory provisions, or which are required by any other law shall always be maintained in a working, compliant condition.

- (2) All fire sprinklers, standpipe, fire pump, and all other fire suppression systems shall be maintained under a written service contract with service companies licensed by the State of Florida to provide such services. Regular inspection, maintenance, and testing of these required systems shall be completed in accordance with the applicable standards specified under the FFPC, NFPA 1, NFPA 13, 13D, 13R, NFPA 14, NFPA 17, NFPA 17A, NFPA 20, NFPA 24, NFPA 25, NFPA 33, NFPA 90A and 90B, NFPA 91, NFPA 92, NFPA 92A and 92B, NFPA 96, and NFPA 2001, and all state laws and local ordinances. All reports related to fire protection system inspection, testing, and maintenance shall be reported to the fire rescue department, through an internet-based fire inspection reporting system approved by the town. Any report not submitted through the town's internet reporting system will not be accepted.
- (3) The service company performing the inspections, maintenance and tests referred to in subsection (2) above shall forward all reports to the fire rescue department detailing:
  - (a) The nature of any deficiencies and/or impairments identified and the repairs, modifications and/or corrections completed by the service company;
  - (b) The date and time of all inspections, maintenance, tests, and repairs; and
  - (c) Any other information that may be requested or required by the town's fire rescue services department.
- (4) A copy of all required inspection and deficiency reports shall be provided to the building representative and kept in the fire command room, fire protection closet (if provided), or at a designated location approved by the fire marshal. The reports shall be available at all times to fire rescue personnel.

## **ARTICLE II. HAZARDOUS MATERIALS.**

### **Sec. 9-3. Response to discharges of hazardous substances—Response costs.**

- (1) For the purpose of this section, the following words and phrases shall have the meanings given herein:
  - (a) *Discharge* shall mean any intentional or unintentional action or omission resulting in the releasing, spilling, pumping, pouring, emitting, emptying, or dumping of a hazardous substance upon public or private property located within the corporate limits of the town.

- (b) *Hazardous substances* shall mean any substances or materials in a quantity or form which, in the determination of the town, poses an unreasonable and imminent risk to the life, health, safety, or welfare of persons or property within the town, or poses a risk of harm to the environment, and shall include but not be limited to those substances listed in the National Fire Protection Association Guide on Hazardous Materials, the Environmental Protection Agency's list of extremely hazardous substances (40 C.F.R. § 335 Appx. A), or the Florida Substance List promulgated by the Florida Department of Economic Opportunity.
- (c) *Response actions* shall mean any activity which is carried out in response to any discharge or potential discharge of a hazardous substance, including:
1. Actions necessary for the cleanup or removal of discharged hazardous substances from the environment;
  2. Actions necessary to reduce and/or eliminate the threat of discharge of hazardous substances into the environment;
  3. Actions necessary to investigate, monitor, assess, and evaluate the discharge or potential discharge of hazardous substances;
  4. Actions necessary for the disposal of removed material; and
  5. Actions necessary to prevent, minimize, or mitigate damage to the public health, safety, or welfare or to the environment, which may otherwise result from a discharge or threatened discharge. Response actions also include the provision of security fencing or other means to limit access, the provision of alternative water supplies, temporary evacuation of potential individuals, and restoration of the site to pre-discharge conditions.
- (d) *Response costs* shall mean any costs incurred in undertaking response actions. Response costs shall not include costs incurred for actual fire suppression services which are regularly provided by the town or its authorized agents, except where a fire is caused or exacerbated by discharge of hazardous materials.
- (2) The town is hereby authorized to undertake response actions in the event of discharges or potential discharges of hazardous substances upon or into public or private property or facilities located within the corporate limits of the town.
- (3) When engaging in a response action caused by the unauthorized discharge or potential discharge of hazardous substances, the town shall keep a detailed record of the response costs.

- (4) Any person or entity responsible for causing or allowing an unauthorized discharge or potential discharge of hazardous substances that requires response actions by the town or its authorized agents shall reimburse the town for the full cost of all response actions. Reimbursement shall be made within thirty (30) days after receipt of an itemized bill for response costs from the town.
- (6) Any person or entity responsible for causing or allowing an unauthorized discharge or potential discharge of hazardous substances that results in the town incurring response costs and who fails to reimburse the town for such response costs within the time set forth herein shall be subject to a late fee in the amount of ten percent (10%) of the total amount of the response costs after thirty (30) days. Thereafter, the late fee assessed on the unpaid balance shall be increased by two percent (2%) for each additional thirty (30) day period until the full amount, including any applicable late fee, is paid.
- (7) The remedy provided for in this section shall be supplemental to and in addition to all other available remedies at law or in equity.

### **ARTICLE III. GENERAL PROVISIONS**

#### **Sec. 9-4. Burning permit.**

It shall be unlawful for anyone to set a fire on any lot, street, alley or other public or private place within the corporate limits of the town without first obtaining a permit to do so from the fire rescue department and paying all fees specified in the town's municipal facilities and services user fee schedule. The application shall be obtained from the department, and it shall be reviewed for approval or rejection by the chief of the department or his/her designee. Approved permits may be revoked by the department at any time if it is deemed by the department, in its sole discretion, that changes in weather or other circumstances render the fire a hazard or dangerous to the public in any manner.

#### **Sec. 9-5. Illegal storage.**

A determination that storage is illegal or in violation of this or other NFPA code(s) shall be at the discretion of the fire chief or his/her designee. Illegal storage, for the purpose of this section, includes any material stored in an electrical room, in front of major electrical panels, fire pump rooms, fire command rooms (other than what is permitted by the Florida

Building Code and the FFPC), fire protection closet, and similar areas. Such areas shall be provided with signs indicating "No Storage."

**Sec. 9-6. Premises identification.**

All new and existing buildings shall include signage that identifies the building address. All such signs shall be permanent and shall meet the requirements NFPA 1. All such signage shall be placed on buildings in such a manner that their address numbers are plainly legible and visible from the road or street fronting the property.

**Sec. 9-7. Unit and Suite Identification.**

All apartment units, condominium units, and business suites located in buildings, regardless of occupancy type, shall include signage that identifies their number (or any other identifying designation). All such signs shall be permanent and shall meet the requirements NFPA 1. Units shall be distinguished and identified using numbers or letters, or a combination thereof, in sequence. Proposed numbering or lettering schemes shall be subject to review and approval by the fire chief or his/her designee. Identification signs shall be located on the door of the unit, or the wall adjacent to the unit, such that it is visible and legible to approaching fire rescue personnel. Signs located on a fire rated door or fire rated wall shall not compromise the rating of the door or wall and shall not conflict with manufacturers recommendations.

**Sec. 9-8 Directional/Wayfinding Signs.**

Approved directional signs shall be provided in corridors and other areas of the building, as required to assist fire rescue service personnel. The location of directional signs shall be at the discretion of the fire chief or his/her designee.

**Sec. 9-9 thru 9-25 - Reserved.**

**Sec. 9-26. Fire lanes on private property.**

- (1) For the purpose of this chapter, a "fire lane" shall mean a space sufficient in width and length to permit the parking of fire trucks and other firefighting apparatus and located nearest to, or at the best location to permit firefighting operations for, a building or structure.

- (2) Fire lanes shall be established and maintained on private property where the public has the right to travel by motor vehicle and where the public is permitted by invitation or by license to travel by motor vehicle, to the extent that any such fire lane is necessary for the department to access buildings by fire trucks or other firefighting apparatus, as more specifically provided in FFPC, NFPA 1, Chapter 18. "Private property where the public has the right to travel by motor vehicle and where the public is permitted by invitation or by license to travel by motor vehicle" shall mean all parking lots, shopping plazas, and shopping centers, as well as all commercial, industrial, single family, and multi-family residential areas.
- (3) After notification by the fire rescue department to establish fire lanes on a particular property, the owner or person in possession and control of the property shall submit a site plan for the fire lanes on the property to the fire department for review and approval of the design and location of the fire lanes. The site plan shall be drawn to scale and shall show all related buildings, driveways, streets, and other information necessary to evaluate the sufficiency of the fire lanes.
- (4) Approval of fire lanes by the fire rescue department shall constitute authorization for the person owning, or in possession and control of, any such property to install required official signs and necessary pavement markings prohibiting the stopping, standing, or parking of motor vehicles within the fire lanes, and the posting of the fire lanes as tow-away zones. Such signs and necessary pavement marking and striping shall be furnished and installed by the owner or person in possession and control of the property at their own cost. The owner or person in possession and control of the property shall thereafter be responsible for the maintenance of the signs, markings, and striping of the required fire lanes.
- (5) All fire lane signs required by and installed pursuant to this section shall have red lettering, not less than two inches (2") or more than three inches (3") in height, on a white background. Each sign shall be twelve inches (12") wide by eighteen inches (18") in height and shall be consistent with the manual on uniform traffic control devices of the state department of transportation and Chapter 18 of NFPA 1, 8th edition).

**Sec. 9-27. Use of outdoor cooking appliances.**

- (1) This section shall apply to all buildings and structures, except two-family dwellings of one-story design, and single-family dwellings. This section shall not apply to commercial cooking appliances.
- (2) For the purpose of this section, an outdoor cooking appliance shall mean any portable and non-portable cooking appliance, grill, stove, or smoker, fueled, or powered by electricity, wood, charcoal, liquefied petroleum gas, natural gas, gasoline, kerosene, naphtha, alcohol, or other liquid or gaseous fuel.
- (3) Outdoor cooking appliances shall be operated a minimum of ten feet (10') from the exterior of buildings or structures.
- (4) It shall be unlawful for any person to use or cause to be used any outdoor cooking appliance on any balcony, within any screened enclosure, in any covered parking area, in any corridor or hallway, under any overhang or within any area of any building or structure; notwithstanding the foregoing, a tabletop or countertop electric grill, with a cooking surface that is two hundred (200) square inches or less in size, may be used on a balcony, as long as the balcony is not enclosed or within a screened enclosure. This requirement also applies to one-and two-family dwellings.

**Sec. 9-28. Closing of private driveways, roadways, and entrances.**

It shall be unlawful for any person to have or cause to have any driveway, roadway, or entrance barricaded or blocked by obstacles which would interfere with the response of the fire rescue department or other emergency vehicles. If an existing building requires a change of access, the owners shall provide revised life safety plans and obtain a permit from the town.

**Sec. 9-29. Processes deemed hazardous to life and property.**

- (1) The fire chief or fire marshal may issue an order for the immediate cessation of any activity, operation, or process, when such operation, activity, or process constitutes a severe and immediate hazard to persons or property.
- (2) No person who, after being served with either a verbal or written order to cease such severe and immediate hazardous activity, operation, or process, shall fail or refuse to comply with such an order.



**Sec. 9-30. Evacuation of occupied buildings or structures.**

In accordance with the Florida Fire Prevention Code, NFPA 1, sec. 1.7.16, the fire chief, the fire marshal, a fire inspector, or any department officer may order the immediate evacuation of any occupied building or structure or assembly area when such building, structure or assembly area is deemed hazardous due to a fire hazard, obstruction to exits, overcrowding of the premises, or any other hazard or potential which presents immediate and life-threatening danger to the occupants. The premises, or any portion thereof, may not be reoccupied until it has been examined and deemed free of the hazard or potential hazard that caused the evacuation to be ordered.

**Sec. 9-31. Fireworks, pyrotechnic special effects, flame effects.**

- (1) The discharge, firing or use of the following fireworks products are prohibited inside buildings, tents, structures, and other enclosed spaces:
  - (a) Firecrackers, rockets, torpedoes, roman candles or other fireworks or substances designed and intended for pyrotechnic display, and of cap guns, starter pistols, canes, cannons, or other appliances (other than a "firearm" as defined in Fla. Stat. § 790.001) using blank cartridges or caps containing chlorate or potash mixture;
  - (b) Pyrotechnic special effects including, but are not limited to, chemical mixtures used in the entertainment industry to produce visible, audible, or thermal effects by combustion, deflagration, or detonation; and
  - (c) Flame effects including, but not limited to, batons, and/or torches fueled by liquid, solid or gaseous fuels, flame projectors which produce heat effects and/or flames, flash powders composed of fuel(s) and oxidizer(s), flares, and similar devices.
- (2) Except as provided in section 791.08, Florida Statutes, a permit shall be obtained from the town manager or his/her designee, prior to any outdoor use of fireworks, pyrotechnic special effects, flame effects, and/or any other fireworks item identified in section 1 above. The application for a permit shall be on a town form and payment of an application fee shall be required. The town manager or his/her designee may include conditions in the permit, including but not limited to additional inspection fees, to ensure compliance with all applicable requirements herein and state law or to protect the public health, safety, and welfare.
- (3) The permit applicant shall furnish with its application proof of financial responsibility in the form of liability insurance. Such liability insurance shall have a minimum of \$1,000,000.00 coverage for each occurrence and shall provide coverage for all claims

for damages to property or personal injuries, including death, arising out of the use of the fireworks. Additionally, the applicant shall provide the town with an endorsement from its insurer that names the town, and its officers and employees, as an additional insured and shall otherwise be in a form acceptable to the town.

- (4) The outdoor use of fireworks shall be in accordance with NFPA 1123 and NFPA 1124.

#### **Sec. 9-32. Public Safety Radio Communication System.**

In all newly constructed buildings, a minimum radio signal strength for public safety radio signals shall be required within the building. Installation and signal strength shall be the minimum requirements per NFPA 1225 (2022 edition), Chapter 18 (In-Building Emergency Responder Communication Enhancement Systems) or as otherwise specified by the town. In all new and existing buildings, as outlined in Section 633.202(18), Florida Statutes, that cause a reduction of Emergency Responder Communication signals below the acceptable level for reliable communications, a two-way radio enhancement system shall be required. In buildings where phone jacks are required as part of an alarm system, a two-way radio enhancement system shall be installed and maintained by the building owner, in lieu of the phone jacks.

#### **Sec. 9-33. Rubbish and linen chutes.**

New buildings with a chute or chutes for trash, linen, or any other building services requires fire sprinkler protection, and all such chutes shall be provided with a riser for the purposes of complete isolation from the remainder of the building's fire sprinkler system. The valve to isolate the riser shall be supervised.

#### **Sec. 9-34. Liquefied Petroleum Gas Containers.**

All containers installed for the storage, handling, transportation, and use of liquefied petroleum gas shall comply with the requirements of NFPA 58.

- (1) Containers shall not be filled prior to rough-in inspection without the prior approval of the fire chief or his/her designee.
- (2) Underground tanks shall be visually inspected prior to back filling the location of installation.
- (3) Tanks installed within ten feet (10') of a public vehicular thoroughfare or designated parking location shall be provided with vehicular barrier protection.

- (4) Tanks installed under a driveway or designated parking area shall be a non-interchangeable underground tank.
- (5) Tanks installed under a driveway or designated parking area shall be provided with a shroud that allows the tank to be installed at least eighteen inches (18") below grade.
- (6) Tanks installed under a driveway or designated parking area shall be provided with a protective dome or cover, engineered to protect the tank valve assembly, and support the weight of parked or moving vehicles.

### **ARTICLE III. ELEVATORS**

#### **Sec. 9-35. Dimensions and control of automatic elevators.**

In all buildings three stories or more in height erected, after November 23, 1993, which are equipped with automatic elevators, all elevators of the structure shall be arranged for emergency use (firefighter's service) by department personnel. At all times, and regardless of circumstances, elevators shall remain operable and available for emergency use by department personnel. The control of all automatic elevators shall meet the requirements as set forth under Chapter 61-5C, "Florida Elevator Safety Code," Florida Administrative Code. In addition to these requirements, the following specifications shall be met:

- (1) Emergency auxiliary power required.
  - (a) Emergency auxiliary electrical power shall be provided for all elevators equipped with the key switch service for department personnel. The auxiliary power supply shall be capable of supplying power to the elevators for a period of at least twenty-four (24) hours. The auxiliary power supply shall be approved by the fire rescue department.
  - (b) Emergency auxiliary power shall remain on for the service car in use by firefighters regardless of selection switch devices, which may also be installed to rotate emergency power to other cars in the building.
  - (c) No more than ten (10) seconds shall be required for the auxiliary power to be in full operation and the operation of the emergency power supply shall automatically transfer to the firefighters' service car.
  - (d) A maintenance schedule shall be maintained in the generator equipment room to record all tests and operation of such auxiliary power equipment. At all times, the records shall be posted and available to the fire rescue services department.

- (e) All auxiliary power equipment and automatic transfer apparatus shall be tested weekly.
  - (f) For all buildings which are designed and constructed having multiple separate towers, each tower shall be treated as though it were a separate building.
- (2) Key switch operation (firefighter's service).
- (a) As used in this section, authorized personnel shall mean the fire chief and any fire rescue department officer designated in writing by the fire chief as authorized to possess the standard emergency elevator control key or key to a keykeeper box.
  - (b) A keykeeper box shall be installed adjacent to all firefighter's service elevators. The performance standards of the keykeeper box shall equal or exceed those of the Bommer key-keeper box, type 5620, F2828, or the AF Florence Manufacturing Company KK Series Key Keeper Box. The key keeper box shall be equipped with a lock that can be opened with the Emergency Response Region 7 Key (Yale Key No. R-80833-2006-7).
  - (c) The standard emergency elevator control key shall be issued only to authorized personnel.
  - (d) All buildings constructed following the adoption of this code regardless of the number of stories, shall use the emergency elevator control key for Emergency Response Region 7 (Yale Key No. R-80833-2006-7).
  - (e) Any building having undergone "substantial improvement," as defined in Section 161.54(12), Florida Statutes, must comply with subsection 9-35(2)(b) of this Code.
  - (f) All elevators in the town shall utilize the Emergency Response Region 7 (Yale Key No. R-80833-2006-7) key for the keykeeper box lock.
- (3) Minimum size and weight capacity.
- (a) Elevators shall have a platform with dimensions of at least six feet (6') deep by five feet (5'), five inches (5") wide.
  - (b) Elevators shall have minimum headroom inside the car of at least seven feet (7'), six inches (6").
  - (c) Doors to elevators shall be at least six feet (6'), eight inches (8') high by three feet (3') wide.
  - (d) Elevators shall have a weight capacity of at least 3,500 pounds.
- (4) Emergency access keys.

- (a) A standard emergency access door key shall be provided to the department for all elevators.
- (b) An emergency key slot shall be located on each door on every floor or landing on which each elevator can stop.
- (5) A sign shall be posted directly above each elevator door on every floor, stating: "In Case of Fire: Use Exit Stairways—Do Not Use This Elevator."
  - (a) The sign shall be at least two and one-half (2½) inches high by three and one-half (3½) inches wide.
  - (b) The letters shall be of a color that contrasts with background.
- (6) Emergency use elevator to be identified.
  - (a) Any elevator provided with the fire rescue department key switch and emergency power shall be identified by a sign of at least three inches (3") wide by two inches (2") high displaying at least three-quarter (¾) inch letters with the following information: "Fire Rescue Services Department Emergency Power."
  - (b) The background of the sign shall be red with white letters.
  - (c) The sign shall be posted in the center of the door frame directly above the door opening on the floor where the key switch is located.

## **ARTICLE IV. PERMITS**

### **Sec. 9-36. Examination of building permits.**

- (1) This section shall not apply to single-family or duplex residential units, except where the installation of fire suppression systems, fire alarm systems, or liquified petroleum fuel tanks, are proposed, or are required by this code, the Florida Building Code or the FFPC.
- (2) Any plans and/or specification submitted as part of an application for any building permit for new construction, demolition, moving of existing buildings, or renovation of existing structures shall comply with Section 1.14 of the Florida Fire Prevention Code, 8th Edition, and Subtitle 61-G15 of the Florida Administrative Code, as applicable, and examined and approved by the fire rescue department. Each set of plans and specifications submitted for approval pursuant to this section must also include all required fire permit applications.
- (3) The fire rescue department shall provide review comments following rejection of any submitted plans.

- (4) The owner of any new building or any existing building undergoing a level 2 or level 3 alteration, as defined by the Florida Building Code ("FBC"), or extensive modification or reconstruction pursuant to the FFPC, shall provide floor plan drawings on a media type specified by the fire rescue department for the purpose of pre-fire planning. This shall be required prior to issuance of the temporary certificate of occupancy or certificate of occupancy, as applicable.

**Sec. 9-37. Permits, fee schedule.**

The following enumerated installations and activities require a permit from the fire rescue department. The applicable fees, as enumerated in the town municipal facilities and services user fee schedule, shall be paid after the permit application is approved. Main use building permits shall not be approved by the fire rescue services department for the following uses until all necessary fire rescue department installation permits for special systems and/or equipment have been applied for by the appropriate subcontractors and issued by the fire rescue department, or as may be specifically approved by the fire chief or a designee.

- (1) Motor vehicle painting—Spray booths and bake ovens.
- (2) Gas and fuel-oil-fired outdoor equipment.
- (3) Elevators.
- (4) Liquid petroleum or natural gas storage.
- (5) Flammable or combustible liquid storage.
- (6) Flammable or combustible liquid dispensing.
- (7) Fire alarm systems.
- (8) Fixed automatic fire protection systems.
- (9) Automatic fire sprinkler systems.
- (10) Standpipe systems, independent or part of sprinkler system.
- (11) Fire pumps.
- (12) Required emergency generators.
- (13) Fire hydrant flow test.
- (14) Hazardous substances storage.
- (15) Fireworks display (see sec. 9-31).
- (16) Outdoor burning (see sec. 9-3).
- (17) BDA Systems – 2-way radio enhancement systems / Bi-Directional Amplification.

**Sec. 9-37. Work started without a permit.**

- (1) When work for which a permit is required by this chapter is started prior to issuance of a fire rescue department permit, the permit fees herein specified shall be tripled.
- (2) The payment of such fee shall not relieve any person from fully complying with the requirements of this chapter in the execution of the work, nor from any other penalties prescribed herein.

**ARTICLE V. FIRE FLOW REQUIREMENTS**

**Sec. 9-38. Fire flow requirements.**

- (1) Intent. The intent of this section is to ensure an adequate water supply for fire suppression by establishing minimum flow rates required to control and extinguish fires that may occur within prescribed occupancy classifications. The requirements of this section shall be applicable to public and private water systems, including individual properties and land development projects.
- (2) Required fire flow.
  - (a) The "required fire flow" is the rate of flow needed for firefighting purposes to confine a major fire to the buildings within a block or other contiguous grouping. The determination of this flow depends upon the size, construction, occupancy, and exposure of buildings within and surrounding the block or group of buildings, and upon the existence of automatic sprinkler protection. The determination of required fire flow in each case shall be made by the fire chief, or a designee, according to the criteria established by this section and by the Guide for Determination of Required Fire Flow, published by the Insurance Services Office, ISO Edition 06-2014, and as it may from time to time be amended, which are adopted and incorporated herein by reference.
  - (b) The minimum required fire flow in the various zoning district classifications shall be as listed in Table I at the end of this section. Where conditions indicate that consideration must be given to possible simultaneous fires, as determined by the fire chief utilizing the criteria established or adopted herein, an additional 1,000 to 8,000 gallons per minute shall be required. However, the maximum fire flow requirement for any system shall be 12,000 gallons per minute. The required minimum duration for fire flow for private fire protection systems not serviced by the town shall be as listed in Table II at the end of this section. All required fire

flow rates shall be in addition to the water flow rates necessary to supply the needs of normal flow demands.

- (3) Normal flow demands. Flow demands for design systems shall be calculated based on full ultimate development as known or projected. The average daily flow for domestic use shall be calculated pursuant to normal flow demand criteria as detailed in the town utilities services department standards manual.
- (4) Fire hydrants and fire flow requirements; exemptions and qualifications; interim criteria.
  - (a) All new buildings and all existing buildings being altered to increase the area, height, or occupancy shall have available the required number of fire hydrants as specified in Table III at the end of this section connected to a public water supply which meets the fire flow requirements specified in Tables I and II at the end of this section, except as follows:
    1. All duplex and single-family detached homes not requiring water main extensions for domestic purposes. For purposes of this subsection, "water main extension" shall mean the extension of a water supply system by installation and construction of a new water main, six inches (6") in diameter or larger, as required by the public utility.
    2. Additions to existing buildings and accessory buildings not exceeding twenty-five percent (25%) of the square footage of existing structure, but in no event greater than 5,000 square feet.
    3. Neighborhood shopping centers with buildings totaling an area of less than 100,000 square feet with no building under one roof of more than 10,000 square feet, with no building exceeding two stories in height, and with at least twenty-five-foot (25') separations between buildings, shall meet fire flow requirements of at least 1,250 gallons per minute.
    4. Individual industrial or commercial buildings or structures not part of a neighborhood shopping center or industrial park, less than 5,000 square feet in area, and with low or ordinary hazard content shall meet a fire flow requirement of at least 750 gallons per minute.
  - (b) If the rate of fire flow required under the terms of this section is not available from the public utility at the time of application for a building permit, and none of the exemptions or qualifications in (a) through (c) above apply, then the following interim criteria shall govern the issuance of building permits:



1. Properties classified as having low hazard contents, and not exceeding two (2) stories in height, will be required to provide a minimum of fifty percent (50%) of the flow rate described in Table I for its zoning district at the end of this section.
  2. Properties classified as having ordinary hazard contents, and not exceeding two (2) stories in height, will be required to provide a minimum of seventy percent (70%) of the flow rate described in Table I for its zoning district at the end of this section.
  3. Properties classified as having low or ordinary hazard contents, and having more than two (2) stories but not exceeding five (5) stories in height, will be required to provide a minimum of seventy-five percent (75%) of the flow rate described in Table I for its zoning district at the end of this section.
  4. Properties classified as having high hazard contents will be required to provide one hundred percent (100%) of the flow rate described in Table I for its zoning district at the end of this section.
  5. All properties, in excess of five (5) stories in height, will be required to provide one hundred percent (100%) of the flow rate described in Table I for its zoning district.
  6. As used herein, "low hazard contents," "ordinary hazard contents" and "high hazard contents" shall be defined as set forth in Florida Fire Prevention Code NFPA 101 section 6-2.2, which section is adopted and incorporated herein by reference.
  7. In all cases of new construction where less than the flow rate described in Table I at the end of this section is permitted pursuant to the provisions of (b) above, engineering and construction of new facilities to meet the total fire flow requirements as described in Table I will be provided so that at the time the public utility is capable of providing full fire flow, the properties receiving the flow will be capable of utilizing the full fire flow provided by the utility.
  8. In all cases wherein the interim criteria of (b) above are utilized, no less than a 500-gallon-per-minute fire flow shall be permitted for any type of improved property, and all fire flow tests will be calculated with a minimum of twenty (20) psi residual pressure remaining in the water main.
- (5) Supplemental flow systems. If the minimum fire flow requirements set out in this section cannot be met by the water supply utility, then the applicant for a building

permit shall be required to supplement those flows through an on-site, or readily available, system meeting the minimum fire flow requirements of this section and meeting with the approval of the fire rescue services department.

- (6) Extensions of time; bond. If the required fire flow is not available to allow an applicant to obtain a certificate of occupancy, but it is determined by the fire rescue department that system improvements are in process and are imminent so that the applicant will be able to meet the fire flow requirements, then the fire rescue services department may extend the time to meet the requirements of this section for an initial interim period not to exceed ninety (90) days and may authorize a temporary certificate of occupancy based thereon. In order to meet the fire flow requirements, a bond sufficient to assure completion of the required system improvements shall be posted by the applicant with the town manager. The amount of the bond shall be determined by the fire rescue services department and shall be equivalent to two hundred (200) percent of the cost to complete the fire flow improvements.
- (7) Fire hydrants and fire hydrant branches.
  - (a) The location, number, and sizes of the fire hydrants, and fire hydrant branches, shall be designated by the fire rescue department in accordance with Table III at the end of this section.
  - (b) Fire hydrants of the approved municipal design and system pattern shall be provided along all primary roadways and fire lanes throughout any proposed project. When such development fronts on one or more existing public street(s), fire hydrants shall be located along the public street(s) as well as throughout the entire project. Spacing shall be measured along the actual route fire apparatus will travel.
  - (c) Unobstructed access to fire hydrants, or on-site private systems, shall be provided and maintained to accommodate firefighting apparatus.
- (8) Distribution systems. The supply mains shall be of adequate size and have properly arranged connections to the arterial mains, which shall extend throughout the system and have numerous connections to the secondary feeders that supply the minor distribution.
- (9) Main sizes. Main sizes and system patterns shall be subject to approval of all applicable agencies pursuant to fire and normal flow demand criteria. Design standards shall be in conformance with current editions of the town utilities services department standards manual.

- (10) Pressure. Sufficient pressures shall be provided within the system to maintain twenty (20) psi residual pressure while providing required fire flows. In those cases where system supply design and hydrant locations are capable of meeting full domestic, commercial and fire flow demands, residual pressures of ten (10) psi will be permitted.
- (11) Violations. No person shall:
- (a) Use or operate any fire hydrant or other valve on any fire system that is intended for use by the town for any purpose unless a fire hydrant use permit has been issued by the town to such person and such person complies with the appropriate provisions of Chapter 29 of the Town Code of Ordinances.
  - (b) Remove, tamper with, or otherwise disturb any fire hydrant or firefighting appliance except for the purpose of extinguishing fires, firefighting training, or making necessary repairs, without first obtaining written approval by the fire rescue services department.

TABLE I. REQUIRED FIRE FLOWS BY ZONING CLASSIFICATION (Defined in Section 30-62 of the Town Code)

Zoning Districts	Requirement
Group 1: RE (Residential Single-Family Estate Zoning District), RS (Residential Single-Family Zoning District)	The system shall deliver not less than 500 gallons per minute at 20 psi residual on the system. Each fire hydrant shall deliver not less than 500 gallons per minute.
Group 2: RML (Residential Multiple-Family Low-Density Zoning District)	The system shall deliver not less than 1,000 gallons per minute at 20 psi residual on the system. Each fire hydrant shall deliver not less than 750 gallons per minute.
Group 3: RMM (Residential Multiple-Family Medium-Density Zoning District)	The system shall deliver not less than 1,500 gallons per minute at 20 psi residual on the system. Each fire hydrant shall deliver not less than 750 gallons per minute.
Group 4: RMH (Residential Multiple-Family High-Density Zoning District)	The system shall deliver not less than 2,000 gallons per minute at 20 psi residual on the

Zoning Districts	Requirement
	system. Each fire hydrant shall deliver not less than 750 gallons per minute.
Group 5: GSD (Government Service Zoning District)	The system shall deliver not less than 2,000 gallons per minute at 20 psi residual on the system. Each fire hydrant shall deliver not less than 1,000 gallons per minute.

TABLE II. REQUIRED DURATION FOR FIRE FLOW

Required Fire Flow (gallons per minute)	Required Duration (hours)
10,000 and greater	10.00
9,500	9
9,000	9
8,500	8
8,000	8
7,500	7
7,000	7
6,500	6
6,000	6
5,500	5
5,000	5
4,500	4
4,000	4
3,500	3
3,000	3
2,500 and less	2

TABLE III. FIRE HYDRANT SPACING

	Districts	Hydrant Spacing (feet)
1.00	Multifamily structures 2 or more stories in height	300.00
2.00	Commercial, industrial, and similar structures regardless of height	300.00
3.00	Areas with multi-laned, divided highways (hydrants shall be provided along both sides of such roads with the location of curb cuts and median cuts considered)	400.00
4.00	Residential districts, single-family and duplex areas with dead-end streets	500.00
5.00	Residential districts, single-family and duplex areas with complete internal circulation	600.00
6.00	Residential districts, cluster developments 1 story in height	400.00

## **ARTICLE VI. FIRE ALARMS AND AUTOMATIC FIRE EXTINGUISHING SYSTEMS**

### **Sec. 9-39. Central station alarm disposition.**

Alarm disposition between a central station and the fire rescue department may be transmitted via any of the transmission modes approved by NFPA 72. However, the maximum duration between the initiation of an alarm signal at the protected premise to transmission to and receipt of the signal by the fire rescue department shall not exceed ninety (90) seconds.

### **Sec. 9-40. Automatic fire-extinguishing and detection systems.**

Any automatic or manual fire alarm signal system and automatic fire-extinguishing or automatic fire detection system hereafter installed, in addition to complying with the Florida Fire Prevention Code, the Florida Building Code, and the state fire marshal's rules and regulations, shall be listed by a Nationally Recognized Testing Laboratory ("NRTL") approved in accordance with the provisions of Section 633.334, Florida Statutes, and shall conform to the following requirements:

- (1) Any fire alarm system, automatic fire sprinkler system, smoke, ionization or heat detection system, clean agent extinguishing system, automatic fire-extinguishing devices, (except stand-alone automatic extinguishing systems in hoods and ducts), installed in any occupancy, which may be required by applicable provisions of these regulations, shall be so arranged that the normal operation of any required alarm-initiating device or the operation of any automatic fire-extinguishing system shall automatically transmit an alarm to a documented NRTL central station. Listing documentation shall be submitted to the fire rescue department for review and approval.
- (2) A NRTL central station, in accordance with NFPA 72 (2019) Section 26.3, shall be identified by the NRTL certificated service provider for all newly installed and required fire alarm systems. An existing required fire alarm system, wherein the control panel or alarm components are being replaced, shall be considered a new fire alarm system for the purposes of this section, and such system shall meet the certifying requirements of this code. NRTL listed central station service, in full compliance with NFPA 72 (2019) Section 26.3, shall be maintained at the protected property, so long as the requirement for the fire alarm system exists.
- (3) All fire alarm signal systems, and automatic extinguishing and detection systems, installed in accordance with this section shall be maintained under a written service contract providing for regular maintenance and testing of the system in accordance with the state fire marshal's rules and regulations. When the fire rescue department determines a fire alarm system is out of service in need of repair, or where confirmation is required to verify proper functioning of the system, the fire rescue department shall request the response of a technician as required in NFPA 72 within the timeframes specified therein, without consent from any building representative. Failure to comply with such a request for a technician or runner is a violation of this code.
- (4) The service company performing the maintenance and tests shall forward a written report to the fire rescue department indicating the nature of any deficiencies, impairments, repairs, modifications, and/or corrections completed by the service company, the date and time of such tests and inspections, and any other information, which may be required by the fire and life safety division. In addition, a copy of the service report shall be maintained in the fire protection closet or fire command room,

or on the premises and it shall be subject to inspection by the fire rescue department at any time.

- (5) In accordance with NFPA 72 (2019), all fire alarm signal systems, automatic extinguishing and/or detection systems shall be provided with an approved annunciator panel. Annunciator panels, either remote or part of the FACP, shall be equipped with an LCD display with a minimum eighty (80)-character capability, designed to indicate the floor number and the section of the building reporting a fire alarm or fire condition. Fire alarm system activation in multi-level/story occupancies/buildings shall indicate an alarm condition on the floor of incident, one floor below the floor of incident, and all levels above the floor of incident. Each alarm-initiating device shall indicate an individual location on such annunciator. The alarm initiating device shall indicate its individual location to the monitoring central station. The annunciator shall respond to either manual or automatic devices, and all devices within the system shall be connected to the annunciator. The location of the annunciator panel shall be designated by the fire rescue department, and it shall be so located as to be immediately available to the fire rescue department at all times. Fire alarm systems installed solely for the purpose of monitoring a fire sprinkler system shall be allowed upon the approval of the fire chief or his/her designee. In a complex with multiple buildings, each building shall have its own transmitter for alarm signal disposition to the central station.
- (6) Carbon monoxide detection systems shall be required in buildings as provided in NFPA 1, NFPA 101, and NFPA 72. Carbon monoxide levels shall be monitored in new parking structures in addition to the requirements of NFPA 88A. In addition to established requirements, carbon monoxide detection systems shall, upon the detection of carbon monoxide levels above 99 ppm, send a supervisory signal to the buildings fire alarm system panel, and any area attended to by security or staff. Detection of carbon monoxide levels exceeding 199 ppm shall activate a fire alarm signal to notify all occupants of the building and send a signal to central station. Existing parking structures will be required to comply with this section upon completion of a level 2 or level 3 alteration as defined in the Florida Building Code.
- (7) All fire alarm signal and detection systems shall be provided with a secondary source of power always available for use in the event of failure of the primary power supply to insure continuous operation of the system, pursuant to the requirements of NFPA 72 Section 10.6 (2019).

- (8) Pre-signal fire alarm systems shall not be permitted.
- (9) A change in service provider or a transmitter requires a permit and verification by the fire department that the alarm system is reporting the appropriate signals to the central station as required by code.
- (10) Communications methods shall comply with the requirements of NFPA 72 (2019 ed.), Chapter 26, and shall be approved by the fire chief or designee.

**Sec. 9-41. Alarm registration.**

All required fire alarm systems must comply with the requirements of Chapter 9 of the Town Code. All fields on the alarm registration form shall be filled out in their entirety, and a copy of the form shall be posted adjacent to the fire alarm panel.

**Sec. 9-42. Fire alarm installation permits.**

- (1) The fire rescue department shall issue a fire alarm installation permit after receiving and approving a completed fire alarm application, plans, and required supporting documentation, and only after it is determined the fire alarm system meets the criteria of this section. The reason underlying a permit denial shall be documented on the town permitting system and be provided to the applicant.
- (2) The fire alarm system shall be installed in compliance with the Fire Alarm/Central Station Applicable Regulations and Official Policies Guidelines of the fire rescue department.

**Sec. 9-43. - Fire alarm system certification requirements.**

- (1) The applicant for a required fire alarm installation permit shall submit to fire rescue services department for review, along with the permit application, documentation listing the NRTL central station for the alarm system and provide documentation of NRTL certification at time of acceptance testing of the fire alarm system or added components.
- (2) The applicant must demonstrate that the fire alarm monitoring will be performed by a NRTL certified/listed central station.
- (3) All required NRTL certificated/listed fire alarm systems must maintain NRTL compliance and NRTL monitoring.



**Sec. 9-44. False alarms.**

False alarms are defined, and fees, therefore, are as provided for in Chapter 9 of the Town Code.

**Sec. 9-45. Limitation of liability.**

Neither the town nor any of its officers and agents shall be under any obligation or duty to an alarm user or to any other person. The town specifically disclaims liability for any damages, injuries, or losses caused by or resulting from a failure to respond to an alarm.

**ARTICLE VII. FIRE PROTECTION SYSTEMS**

**Sec. 9-46. Applicability.**

Chapter 9, Fire Protection Systems, of the Florida Building Code is supplemented as follows:

- (1) The requirements of this article shall apply to all newly constructed buildings, structures, and installations.
- (2) The requirements of this article shall also apply to any existing building or structure if a level 2 or level 3 alteration occurs, as defined in the Florida Building Code.

**Sec. 9-47. Definitions.**

For the purpose of this article, the following words, terms, and phrases shall have the meanings given in this section, unless the context clearly indicates otherwise:

*Approved double check valve assembly* is an assembly of two (2) independently operating check valves with Outside Stem and Yoke ("O.S. & Y") valves on each side of the check valves, plus properly located test cocks for the testing of each check valve. The assembly shall be listed in the "UL Fire Protection Equipment Directory" under "Backflow Special Check Valve Devices (BAEU)." The O.S. & Y valves shall be listed in the "UL Fire Protection Equipment Directory" under "Gate Valve (HMRZ)." The assembly shall be installed in the horizontal position, outside, above ground and shall be readily accessible for maintenance, testing and inspection. The O.S. & Y valves shall be supervised with properly installed tamper switches connected to the fire alarm system. The O.S. & Y valves shall also be secured with a chain and two interlocked padlocks, one of which shall be a Master lock, issued by the fire department, painted red, for fire rescue department access.

Fire Rescue Services department connections shall not be directly attached to the assembly.

*Approved dual check valve assembly* is a listed assembly of two (2) independently operating check valves. For fire main use a single O.S. & Y valve shall be installed on the supply side of the approved dual check valve. The O.S. & Y valve shall serve as the main control valve for the fire protection system. The assembly shall be installed in the horizontal position, outside, above ground, and shall be readily accessible for maintenance and inspection. The O.S. & Y valve shall be secured with a chain and a Master lock, issued by the fire department.

*Fire main* is that pipe, and its appurtenances, on private property between a source of water and the base of the riser for the automatic fire sprinkler systems, open fire sprinkler systems, fixed water spray systems, fire standpipe systems and/or inlets to firefighting foam making systems. When connected to the public water system, the fire main begins at the supply side of the approved double check valve assembly or the approved dual check valve assembly. On NFPA 13D systems, the fire main begins at the point where the water supply line for the fire sprinkler system splits from the domestic water service.

**Sec. 9-48. Backflow prevention for fire protection systems.**

An approved DDCV assembly shall be installed on all fire mains serving all structures, except single-family homes and duplexes, as provided in NFPA 13, NFPA 13R and NFPA 13D. An approved dual check valve assembly shall be installed on all fire mains serving one- and two-family dwellings (NFPA 13D).

Previously approved post indicator valves ("PIV") shall be kept locked with a #2396 key Master lock. Previously approved PIV's shall be changed to double detector check valve ("DDCV") assemblies meeting the requirements of this section when they are determined to be out of service and in need of replacement.

**Sec. 9-49. Fire mains.**

Fire main taps connected to the public water system shall be sized for, and serve, only the building for which they were installed. Fire main taps shall not be shared with other buildings. Fire mains shall be constructed of class 52 ductile iron pipe (DIP) or other pipe UL listed for underground fire main use, as approved by the fire rescue department. Fire main taps may be shared only where a single fire pump is shared in accordance with section 9-50. Fire mains shall only enter a building above ground and through an exterior

wall. Fire mains shall not run under foundations or footers. In high-rise buildings (as defined in the Florida Fire Prevention Code and the Florida Building Code), fire main configurations shall be in accordance with the Florida Building Code, Chapter 4. Any alternative fire main configurations shall be subject to the approval of the fire chief or designee at the time of initial permit application.

**Sec. 9-50. Fire pumps.**

Fire pumps installed in buildings to meet requirements for standpipes or hydraulic demand of the fire sprinkler system shall be provided with a secondary source of power (emergency generator) if such system is provided. Fire pumps shall serve only the building or structure for which they were installed and shall not be shared with other buildings or structures, except that a single fire pump may be shared between a building and up to two (2) parking structures if all the following are provided:

- (a) All buildings and structures are under the same ownership.
- (b) A "unity of title" for the buildings and structures is provided before the installation permit is issued.
- (c) The fire mains serving each building/structure are installed underground in accordance with NFPA 24, and this article.

**Sec. 9-51. Fire protection system closet.**

- (1) A fire protection system closet shall be provided for all buildings and structures equipped with a fire alarm or fire sprinkler protection.
  - (a) The closet shall house the fire sprinkler system riser, all appropriate control valves, all appropriate flow and tamper switches, the fire alarm system control panel, annunciator panel, annunciator map/legend and the transmitter/control unit. As provided in the FFPC and NFPA 72, portions of the fire alarm system may be located elsewhere in the building subject to approval by the fire rescue department.
  - (b) The annual fire alarm registration and copies of the most recent fire alarm, and fire sprinkler, inspection reports shall be posted in the closet.
  - (c) The closet shall not be used for storage and shall not be used for any other electrical, plumbing, or mechanical equipment.
  - (d) The minimum size of the closet shall be two feet (2') deep by four feet (4') wide, which shall be increased to accommodate the provided equipment.

- (e) The closet shall be separated from all other portions of the building with one (1)-hour fire resistive construction as a minimum. The closet shall be located along an outside wall near the fire primary fire department access, at grade, with access from an outside swinging door, which need not be fire rated.
  - (f) The door shall be labeled with a sign that reads "Fire Protection Closet." The closet shall be kept locked at all times. A key box approved by the fire and life safety division shall be installed on the outside wall, within three feet (3') of the closet. The key box shall be installed forty-two inches (42") to forty-eight inches (48") above grade. The key box shall be sized appropriately such that the keys, access cards, fobs, and other contents fit inside in a manner that is practical for fire rescue department personnel to open and close with ease. The key box shall contain a key to access the closet, all the keys necessary to control the fire alarm system, and keys to access the building and other important areas, including but not limited to, electrical rooms, fire pump rooms, elevator machine rooms, roof access, hazardous materials storage areas, etc. The property owner may provide additional keys for access to other areas of the building as appropriate.
  - (g) A weatherproof horn/strobe or speaker/strobe shall be installed directly above the key box at a height easily seen upon approach to the area.
  - (h) The closet shall be designed and constructed so as to provide and maintain an air-conditioned temperature of no greater than eighty (80) degrees Fahrenheit.
- (2) Fire protection system closets are not required in high rise buildings and other buildings where a fire pump room and a fire control room are required or provided. Fire protection system closets are not required for fire sprinkler systems provided in single family homes and duplexes.

**Sec. 9-52. - Fire rescue services department connections (FDC).**

- (1) A single 2½-inch freestanding fire rescue department connection located within fifty (50) feet of a fire hydrant shall be provided on all NFPA 13R fire sprinkler systems with twenty (20) or more fire sprinkler heads.
- (2) A double (Siamese) 2½-inch freestanding fire rescue department connection located within fifty (50) feet of fire hydrant shall be provided on all NFPA 13 fire sprinkler systems with twenty (20) or more fire sprinkler heads.

- (3) Two double (Siamese) 2½-inch freestanding fire rescue department connections, each located within fifty (50) feet of a fire hydrant shall be provided on all the following fire sprinkler systems:
  - (a) Light hazard and ordinary hazard NFPA 13 fire sprinkler systems with four hundred (400) or more fire sprinkler heads.
  - (b) Extra hazard NFPA 13 fire sprinkler systems with two hundred (200) or more fire sprinkler heads.
  - (c) On special fire protection systems or situations as designated by the fire chief or designee.
- (4) Multiple fire rescue services connections shall be installed in locations as remote as possible from each other, as approved by the fire chief or designee.

**Sec. 9-53. Hose connections as a part of fire sprinkler systems.**

- (1) Approved 2½-inch fire department hose connections, in accordance with NFPA 13 sec. 8.16.5.2, shall be installed in buildings and structures as follows:
  - (a) All one (1)-story buildings with a floor area of 52,000 square feet or more.
  - (b) All two (2)-story buildings with a combined floor area of 52,000 square feet or more.
  - (c) All three (3)-story buildings with a combined floor area of 52,000 square feet or more.
- (2) Hose connections shall be fed from an adjoining sprinkler zone on the same floor or from a sprinkler zone on a different floor. Hose connections may be fed directly from the riser ahead of a zone valve. All hose connections, including those that are part of a standpipe system, shall be installed at locations approved by the fire chief or designee, such that all areas of the building can be reached with one hundred feet (100') of hose and twenty-five feet (25') of fire stream throw. Hose connections shall be equipped with caps to protect hose threads.
- (3) Class I standpipe systems shall be provided with 2½" hose connections in the following locations:
  - (a) On the inside of the stairwell at each landing.
  - (b) On the outside of the stairwell at each landing.
  - (c) On each side of the wall adjacent to the opening of horizontal exits.
  - (d) On the roof, near the point where the stairwell terminates. This shall be a double 2½" hose connection. It shall be provided with a UL or FM listed gauge.

- (e) At other locations required by the fire chief or a designee.
- (4) All standpipe systems permitted and installed shall be a manual wet system, or automatic wet system, based on occupancy code requirements, as defined by the FBC or NFPA 14, Standard for the Installation of Standpipe and Hose Systems.

**Sec. 9-54. Automatic Wet Fire Sprinklers.**

- (1) All new buildings or structures, including one- and two-family dwellings, 7,500 square feet and larger shall be provided with a wet automatic fire sprinkler system in accordance with the requirements in NFPA 13, 13R, or 13D.
- (2) All new buildings or structures, including one- and two-family dwellings, three (3) or more occupiable stories in height shall be provided with a wet automatic fire sprinkler system in accordance with the requirements in NFPA 13, 13R, or 13D).

**ARTICLE VIII. ENFORCEMENT**

**Sec. 9-55. Enforcement authority.**

The fire chief or his/her designee shall have the authority to conduct investigations and to do all other things necessary to enforce the provisions in this chapter.

**Sec. 9-56. Violations.**

Failure to comply with any provisions of this chapter shall be deemed a violation.

**Sec. 9-57. Penalty for violations.**

Any person or entity violating the provisions of this chapter shall be punishable as provided in the Florida Fire Prevention Code, and as otherwise authorized by the town code, including, but not limited to, section 1-9 and through the initiation of code enforcement proceedings.

**Section 3.** The Town Commission hereby repeals Section 35-11, "Florida Fire Prevention Code," in its entirety.

**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 of the Ordinance shall be made a part of the Town Code of Ordinance and may be re-numbered or re-lettered to accomplish such.

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

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 Don Peters	_____	_____
Commissioner Judith Goldberg	_____	_____
Commissioner Evalyn David	_____	_____

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 Don Peters	_____	_____
Commissioner Judith Goldberg	_____	_____
Commissioner Evalyn David	_____	_____

PASSED AND ADOPTED on second and final reading at the Regular Commission meeting held on this \_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

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

APPROVED AS TO FORM AND LEGALITY:

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



**File Attachments for Item:**

A. July 18, 2023 Town Commission Meeting Minutes



## TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING MINUTES

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

Date: July 18, 2023  
Time: 1:30 PM

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### **1. CALL TO ORDER**

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

### **2. ROLL CALL**

Commissioner Judith Goldberg  
Commissioner Donald Peters  
Commissioner Evalyn David  
Vice Mayor David Stern  
Mayor Natasha Moore  
Town Manager Marshall Labadie  
Town Attorney Leonard Rubin  
Town Clerk Lanelda Gaskins

### **3. PLEDGE OF ALLEGIANCE**

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

### **4. APPROVAL OF THE AGENDA**

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

### **5. PUBLIC COMMENTS**

There were no public comments.

### **6. PRESENTATIONS / PROCLAMATIONS**

#### **A. Presentation of the Comprehensive Annual Financial Report for Fiscal Year ending September 20, 2022**

Finance Director David DiLena provided a PowerPoint presentation highlighting the Annual Comprehensive Financial Report for Fiscal Year ending September 20, 2022.

There were conversations about the State Revolving Loan Fund (SRLF), the location of the fund within the CAFR (Comprehensive Annual Financial Report), and the debt service account.

Mayor Moore thanked Finance Director DiLena for the presentation.

**B. Fiscal Year 2023-2024 Proposed Budget Recap Presentation**

Mayor Moore read the title for this item.

Town Manager Labadie explained that this matter is a precursor to the tentative maximum millage rate resolution.

Finance Director DiLena provided a PowerPoint presentation highlighting the preliminary millage rate, tax rate (decrease to the proposed operating millage from 3.2294 to 3.2190), general fund expenditures, discretionary sales surtax fund, Building Department (expenditures), water fund (revenues), and sewer fund (expenditures and revenues). The total preliminary fiscal year 2024 budget for all funds is \$30,496,710.

There were conversations about the data pertaining to health insurance. Additionally, there were conversations about Palm Beach County's millage rate and their fund balance.

**C. Resolution No. 2023-014**

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

Finance Director DiLena presented this item.

**MOTION:** David/Goldberg – Moved to accept Resolution No. 2023-014 as presented. Upon roll call: Commissioner David (Yes); Commissioner Goldberg (Yes); Commissioner Peters (Yes); Vice Mayor Stern (Yes); and Mayor Moore (Yes). The motion passed unanimously 5 to 0.

**7. ANNOUNCEMENTS**

Mayor Moore read the announcements as follows:

**Board Vacancies**

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

Natural Resources Preservation Advisory Board	Two (2) vacancies for unexpired terms ending April 30, 2024
--------------------------------------------------	----------------------------------------------------------------

July 27, 2023	11:30 A.M.	Financial Advisory Board Regular Meeting
August 01, 2023	1:30 P.M.	Town Commission Meeting
August 03, 2023	1:30 P.M.	Town Commission Meeting (Tentative)
August 15, 2023 (Proposed Date)	1:30 P.M.	Town Commission Meeting (Proposed Date)
August 17, 2023 (Tentative)	1:30 P.M.	Town Commission Special Meeting

None.

**A. Ordinance No. 2023-001 (Second Reading/Public Hearing)**

Mr. Richard Greenwald spoke about the ordinance as it relates to some of the language and enforceability. Building Official Remas explained that the ordinance defines verbiage relating to plant growth.

Town Attorney Rubin explained there is a separate book for the international property maintenance guide.

**MOTION:** David/Goldberg – Moved to approve Ordinance No. 2023-001 as presented. Upon roll call: Commissioner David (Yes); Commissioner Goldberg (Yes); Commissioner Peters (Yes); Vice Mayor Stern (Yes); and Mayor Moore (Yes). The motion passed 5 to 0.

**B. Introduction of Fire Prevention Code Proposed Ordinance**

**An Ordinance of the Town Commission of the Town of Highland Beach, Florida, adopting the current edition of the Florida Fire Prevention Code and providing for local amendments; providing for the repeal of all ordinances in conflict; providing for severability and providing for an effective date.**

Mayor Moore read the title of Item 8.B.

Town Manager Labadie explained that this was an introduction to the Fire Prevention Code Proposed Ordinance and not a first reading.

Assistant Fire Chief Matt Welhaf presented this item.

There was a conversation about building testing/inspections, reporting systems, firework safety, and fire assessment fees.

It is the consensus of the Town Commission for Town staff to move forward with a first reading of the proposed ordinance at a future Commission meeting.

The first reading of the proposed ordinance will be on August 01, 2023, and second Reading on August 15, 2023.

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

- A. June 20, 2023 Town Commission Meeting Minutes
- B. Approve and authorize Town Staff to purchase two (2) Lucas Chest Compression Devices from Stryker in the amount of \$43,407.74 for the Fire Station #116 (Piggyback SAVVIK contract #2021-06).
- C. Approve and authorize Town Staff to purchase the Locution System Prime Alert IP System from Locution Systems Inc. (sole source) in amount of \$104,196.00 for Fire Station #116 in accordance with the Town's purchasing policy.
- D. Approve and authorize the Mayor to execute contract between the Town and Capital City Consulting, LLC. in an amount of \$25,000.00 for lobbying services ending March 8, 2024.

**MOTION:** David/Stern – Moved to approve the Consent Agenda as presented, which passed unanimously 5 to 0.

**10. UNFINISHED BUSINESS**

**A. Continued discussion on the Request to Amend Settlement Agreement with Highland Beach Real Estate Holdings, Inc. (Milani – Eastern Parcel 10E Non-Park Property)**

Mayor Moore read the title of Item 10.A.

Town Manager Labadie presented this item briefly reviewed the requests and the process for amending the settlement agreement.

There was conversation about impact fees, lack of public benefit to the Town, impact on residents, and the process for approval in regard to public hearings.

Town Manager Labadie will inform Ms. Milani about the Town Commission concerns and that they are not moving forward at this time. He mentioned that Ms. Milani will have to petition and provide the benefit to the community.

**B. Continued discussion of the Troiano Family request regarding lot split at 4611 South Ocean Blvd.**

Mayor Moore read the title of Item 10.B.

Town Manager Labadie provided an overview of the request. He mentioned that the Town Commission has the ability to grant a commission issued variance based on a recommendation from the Board of Adjustments and Appeals and a site plan.

Town Attorney Rubin spoke about the property in regard to the unique circumstances of the lot. The application for the variance along with a site plan would go before the Board of Adjustments and Appeals.

Laura Troiano, the owner, was in attendance and thanked the Town Commission.

The Town Commission agreed that this matter should go before the Board of Adjustments and Appeals.

The next step would be for Laura Troiano to submit an application for a variance.

**C. Fire Rescue Implementation Update**

Mayor Moore read the title of Item 10.C.

Fire Chief Glenn Joseph provided an update on the following:

Recruiting process: 43 candidates for the captain position, 28 candidates for the firefighter positions and 9 candidates for firefighter driver. They may extend the deadline for hiring.

The structural construction slab should be installed on Friday, July 21, 2023. Construction is on track.

The next major purchase is the breathing apparatus, but they were able to get a cooperative buying group to get a 15% discount.

Hydrant Testing will happen in October, and prior notice will go out to the community.

Fire Department Identification Application with the State - two reviews for policy and procedures are being worked on.

Working on comprehensive management plan and disaster plan related to public safety.

**D. Florida Department of Transportation (FDOT) RRR Project Update**

Mayor Moore read the title of Item 10.D.

Town Manager Labadie mentioned that he is waiting to hear from FDOT, and the plans have not changed since the last meeting. The Town Commission will be receiving the utilities' structure adjustments. A plan will be presented to the Town Commission in August for approval.

**11. NEW BUSINESS**

**A. Designation of a Voting Delegate for the Florida League of Cities 97<sup>th</sup> Annual Conference – Required Business Meetings**

Mayor Moore read the title of Item 11.A.

**MOTION:** David/Peters – Moved to nominate Commissioner Goldberg as the Voting Delegate for the Florida League of Cities 97<sup>th</sup> Annual Conference, which passed unanimously 5 to 0.

**12. TOWN COMMISSION COMMENTS**

Commissioner Judith M. Goldberg commented that it was a good informative meeting.

Commissioner Donald Peters asked Fire Chief Joseph about CPR training. Fire Chief Joseph talked about providing CPR training to Town staff and the community.

Commissioner Evalyn David thanked the Town staff for the reports and advice.

Vice Mayor David Stern had no comments.

Mayor Natasha Moore had no comments.

Town Manager Labadie announced former Mayor Bernard Featherman passed away Friday, July 14<sup>th</sup>. He mentioned upcoming meeting dates for budget hearings, and communications will be sent out clarifying future meeting dates.

**13. ADJOURNMENT**

The meeting was adjourned at 3:22 P.M.

**APPROVED:** August 1, 2023, Town Commission Meeting.

ATTEST:

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

Transcribed by  
Jaclyn DeHart and Lanelda Gaskins

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

\_\_\_\_\_  
08/01/2023  
Date

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



**File Attachments for Item:**

B. Approve and authorize Town Staff to purchase the 3M™ Scott™ Air-Pak X3 Pro Self-Contained Breathing Device (SCBA) from Fisher Scientific in an amount of \$219,454.56 for Fire Station #116 in accordance with Lake County Contract, 22-730C.



# TOWN OF HIGHLAND BEACH

## AGENDA MEMORANDUM

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**MEETING TYPE:** Town Commission Meeting

**MEETING DATE** 8/01/23

**SUBMITTED BY:** Fire Rescue Department

**SUBJECT:** Piggyback Procurement –3M™ Scott™ Air-Pak X3 Pro Self-Contained Breathing Device (SCBA)

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### SUMMARY:

The state-of-the-art 3M™ Scott™ Air-Pak X3 Pro Self-contained Breathing Apparatus is one of the most advanced systems for protecting firefighters' health and wellness when operating in hazardous environments. Some significant capabilities of this system include high-capacity, low-profile compressed air cylinders with snap-change capability, allows remote monitoring of breathing air reserves using a proprietary digital radio network, a radio location system to quickly locate lost or incapacitated firefighters, and a rapid intervention air supply to rescue and support injured or trapped firefighters. The purchase of the SCBA system will enable the fire department to provide the highest level of safety and protection for its firefighters.

A quote to supply the Self-contained Breathing Apparatus was provided by Fisher Scientific through Lake County Contract, FL, Contract No. 22-730C.

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### FISCAL IMPACT:

\$219,454.56 budgeted in account 001-522.000-564.000 (Machinery and Equipment)

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### ATTACHMENTS:

Quote for 3M™ Scott™ Air-Pak X3 Pro Self-Contained breathing Device  
Lake County Contract 22-730C

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### RECOMMENDATION:

Approve and authorize the purchase of the 3M™ Scott™ Air-Pak X3 Pro Self-Contained Breathing Device (SCBA) in accordance with Lake County Contract, 22-730C.



**Fisher Scientific**

Part of Thermo Fisher Scientific

Fisher Scientific  
3970 Johns Creek Court, Suite 500  
Suwanee, GA 30024  
Phone: (352) 256-4925  
[Brett.ortengren@thermofisher.com](mailto:Brett.ortengren@thermofisher.com)

## QUOTATION

Quote Expires

September 5, 2023

<b>Person Quoted:</b>	Joseph Glenn Chief	<b>Date:</b>	July 22, 2023
<b>Company Name:</b>	Highlands Beach Fire Department	<b>Phone:</b>	561-817-8067
<b>Address:</b>	3612 S Ocean Boulevard	<b>Email:</b>	<a href="mailto:gjoseph@highlandsbeach.us">gjoseph@highlandsbeach.us</a>
<b>City and State:</b>	Highland Beach, FL 33487	<b>Quoted By:</b>	Brett Ortengren
<b>FOB:</b>	Origin		

QTY	UM	PART #	DESCRIPTION	LIST PRICE	YOUR PRICE	EXT. PRICE
16		X8915026305A04	3M™ Scott™ Air-Pak™ X3 Pro SCBA with Snap-Change X8915026305A04, 5500, E-Z Flo C5, QD Hose, UEBSS, SEMS II, 2 ea/Case	\$ 11,268.35	\$ 7,231.03	\$ <u>115,696.48</u>
30		201650-05	3M™ Scott™ E-Z Flo C5 Regulator 201650-05, QD Hose, Rectus	\$ 2,495.09	\$ 1,601.13	\$ <u>48,033.90</u>
26		200970-01	3M™ Scott™ Cyl&Valve Assy, SC, 5.5, 45 Min, 1 ea/Case	\$ 2,005.44	\$ 1,286.91	\$ <u>33,459.66</u>
30		FP1MK0000000000	C-5 face Piece Medium , sizes to be determined at order	\$ 492.85	\$ 316.27	\$ <u>9,488.10</u>
2		200954-35	3M™ Scott™ RIT-PAK III 200954-35, 5.5, Large, C5, Rectus, 1 ea/Case	\$ 5,273.42	\$ 3,384.01	\$ <u>6,768.02</u>
2		200972-01	3M™ Scott™ Cyl&Valve Assy 200972-01, CGA, 5.5, 60 Min, 1 ea/Case	\$ 2,226.40	\$ 1,431.91	\$ <u>2,863.82</u>
1		200388-01	3M™ Scott™ Tool Adapter 200388-01	\$ 861.90	\$ 553.09	\$ <u>553.09</u>
1		201088-03	3M™ Scott™ Scott Electronic Management System II 201088-03, I	\$ 2,736.02	\$ 2,591.49	\$ <u>2,591.49</u>
1		8006951	Scott Connect Monitor, Pro Edition Add-on	\$ -	\$ -	\$ <u>-</u>

Quoted Per Lake County Contract Y22-730C 3M Scott SCBA 32% off list. Pricing includes delivery.

**Total** **\$ 219,454.56**



**CONTRACT NO. 22-730C**  
For  
**Fire Equipment, Supplies, and Services**

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Fisher Scientific Company, L.L.C.** (hereinafter "Contractor") to supply **Fire Equipment, Supplies, and Services** to the County pursuant to County Bid number 22-730 with any included addenda (hereinafter "Bid"), with an opening date of 4/28/2022, and Contractor's Bid response dated 4/26/2022, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

**ATTACHMENTS:**

Addendum 1 & 2, Exhibit A – Scope of Work, Exhibit B – Insurance Requirements, Attachment 1 – Submittal Form with General Terms & Conditions acceptance, Attachment 2 – Pricing Sheet

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: **N/A**

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

**This Contract is effective from 8/1/2022 through 7/31/2023**, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

  
By: Gretchen Bechtel, CPPB

Contracting Officer II

Date: 07/26/2022

Distribution: Original-Bid File  
Copy-Contractor  
Copy-Department



Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

**SOLICITATION: Fire Equipment, Supplies, and Services**

04/12/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

**QUESTIONS/RESPONSES**

Q1. Section 5.0 Method of Award - Is it the County's intention to award to multiple vendors as they have done in the past?

**R1. Per Section 5.0 Method of Award; The County reserves the right to make awards on a lowest price basis by individual item, group of items, all or none, or a combination; with one or more Vendors**

Q2. Section 3.0 Delivery Requirements and Acceptance – bid calls for delivery of all products within 10 calendar days. For items in stock this is possible, but for items on order the delivery time will vary by product and brand. The delivery time can be given when a quote is requested.

**R2. Per Section 3.0 Delivery Requirements and Acceptance Section 3.5.1 Back order may be cancelled after the shipment period has lapsed. Cancellation of orders are at the discretion of the County.**

Q3. Certain manufacturers are now including a significant surcharge to our cost which is in addition to the list price. For the county to purchase these brands off this contract, a surcharge will need to be allowed.

**R3. The solicitation provides for percent off list price. Cost shall be in accordance with contract pricing. Any additional fees shall be borne of the vendor.**

---

**ACKNOWLEDGEMENT**

Firm Name: Fisher Scientific

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Michael Botet*

Date: 4/26/2022

**ADDENDUM NO. #2**

**22-730**

Print Name: Michael Botet

Title: Sales Manager

Primary E-mail Address: mike.botet@thermofisher.com

Secondary E-mail Address: mbsec123@gmail.com





Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

**SOLICITATION: Fire Equipment, Supplies, and Services**

03/28/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

**QUESTIONS/RESPONSES**

Q1. I reviewed the attachments for bid 22-730 on Lake County's website and it doesn't look like the attachments have any items that need to be priced. Is there a file with the equipment and supplies you would like pricing for?

**R1. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.**

Q2. I am looking at the Bid/RFP Number: 22-730 bid opportunity and wanted to find if I am not seeing the Attachment 2B, properly? I have opened and downloaded, but I am not seeing any of the equipment or supplies listed.

**R2. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.**

---

**ACKNOWLEDGEMENT**

Firm Name: Fisher Scientific

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Michael Botet*

Date: 4/26/2022

Print Name: Michael Botet

Title: Sales Manager

Primary E-mail Address: mike.botet@thermofisher.com

Secondary E-mail Address: mbsec123@gmail.com

**FIRE EQUIPMENT, SUPPLIES, AND SERVICES**

The County is establishing a vendor pool for fire equipment, supplies, and services. The County does not guarantee a dollar amount to be expended on any resulting contract(s).

**1. SCOPE OF SERVICES**

All items purchased shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). MSDS sheets shall be provided with the shipment of any hazardous materials as required by 29 CFR 1910.1200.

**2. CONTRACTOR'S RESPONSIBILITIES**

Contractor shall:

- 2.1. Provide a website address for product and price lists for viewing and downloading.
- 2.2. Provide (upon request) a downloadable file of current catalog and manufacturer's price lists for the brands quoted.
- 2.3. Provide all labor, material, and equipment necessary for contract performance.
- 2.4. Provide an intensive training program to County staff regarding the use of the products or services supplied.
  - 2.4.1. Contractor shall bare all costs of registration fees, manuals, texts, or instructional materials associated with the required training.
  - 2.4.2. Training shall be at no additional cost to the County.

**3. DELIVERY REQUIREMENTS AND ACCEPTANCE**

- 3.1. Deliveries shall be FOB Destination – Inside Delivery.
- 3.2. Delivery will be to a county location named during order placement.
- 3.3. Deliveries shall be made within ten (10) calendar days and during regular business hours
  - 3.3.1. Monday through Friday, 8:00 a.m. to 5:00 p.m.
  - 3.3.2. Excludes County Holidays
- 3.4. Emergency orders shall be delivered within forty-eight (48) hours.
  - 3.4.1. The County will advise when the order is an emergency.
  - 3.4.2. Emergency/Disaster deliveries may be required during non-business hours.
- 3.5. Back orders shall be filled within ten (10) calendar days from the initial scheduled delivery.
  - 3.5.1. Back orders may be cancelled after shipment period has lapsed.



**FIRE EQUIPMENT, SUPPLIES, AND SERVICES**

3.6. County staff may pick-up in person if authorized in writing by supervisor.

3.6.1. Contractor shall maintain a copy of the written authorization.

3.7. County reserves the right to cancel an order after the order shipment period has lapsed.

**4. REBATES AND SPECIAL PROMOTIONS**

4.1. All rebates and special promotions offered by a manufacturer shall be passed on to the County.

4.2. Contractor shall be responsible to notify the County of rebates or special promotions.

4.3. Special promotions shall be offered to the County if pricing is lower than contract pricing.

**5. REPAIR SERVICES**

5.1. Hourly rates shall be straight-time and be full compensation for labor, equipment use, travel time, and any other incidentals.

5.2. Contractor shall possess all required equipment necessary to make effective repairs.

5.3. Contractor shall be factory certified to service equipment.

5.4. Contractor shall assume risk of loss or damage to County property until returned and accepted by County.

5.5. Contractor shall submit a written estimate for each service project.

5.5.1. The estimate shall be itemized and include:

5.5.1.1. Anticipated start date and completion date.

5.5.1.2. Number of hours at contracted hourly wages for project completion

5.5.1.3. List price of materials and discount per Attachment 2 – Pricing Sheet.

5.5.1.4. Lump sum estimates are not acceptable.

5.6. No work shall commence without a written Notice to Proceed.

5.7. All materials, workmanship, and equipment shall be subject to inspection and approval.

5.8. The Contractor shall correct all deficiencies/defects in work failing to conform to standard within ten (10) calendar days of notification at Contractor's expense.

**6. TRAINING**

6.1. Contractor shall supply a minimum of one (1) comprehensive repair and parts manual.

6.1.1. Manuals shall be included with equipment upon delivery.

**FIRE EQUIPMENT, SUPPLIES, AND SERVICES**

6.1.2. Manuals may be electronic.

**7. WARRANTY REQUIREMENTS**

- 7.1. The Contractor agrees that all materials shall be new, warranted for their merchantability, and fit for a particular purpose.
- 7.2. The Contractor agrees that the product and/or service furnished shall be covered by the most favorable commercial warranty.
- 7.3. Contractor shall assume the risk of loss of damage to the County's property during possession and until delivery and acceptance of property to the County.
- 7.4. The Contractor shall correct all apparent or latent deficiencies, defects in work, or any work that fails to conform at the Contractor's expense within ten (10) calendar days.

*[The remainder of this page intentionally left blank]*

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,  
AND THE BOARD OF COUNTY COMMISSIONERS.

P.O. BOX 7800

TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

*[The remainder of this page is intentionally left blank.]*

The undersigned hereby declares that: Fisher Scientific has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **FIRE EQUIPMENT, SUPPLIES, AND SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

#### **1.0 TERM OF CONTRACT**

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

#### **2.0 PAYMENT**

The Contractor shall email the County's using department ([egminer@lakecountyfl.gov](mailto:egminer@lakecountyfl.gov)) an accurate invoice within 30 calendar days after delivery. Invoices should reference the purchase/task order, ship date, tracking number, and ship-to address, list price, percent discount, and unit cost. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: YES

#### **3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:**

I certify that I have reviewed the [General Terms and Conditions for Lake County Florida](#) and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

#### **4.0 CERTIFICATION REGARDING FELONY CONVICTION:**

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

#### **5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:**

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. None

**6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:**

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

**7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable and enter OSD Certification Number Click or tap here to enter text. and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

**8.0 FEDERAL FUNDING REQUIREMENT:**

N/A

**9.0 RECIPROCAL VENDOR PREFERENCE:**

N/A

**10.0 GENERAL VENDOR INFORMATION:**

Firm Name: Fisher Scientific

Street Address: 5907 Hampton Oaks pkwy, suite D

City: Tampa State and ZIP Code: 33610

Mailing Address (if different): Click or tap here to enter text.

Telephone: 407-687-9509 Fax: Click or tap here to enter text.

Federal Identification Number / TIN: 23-2942737

DUNS Number: 00-4321519

**11.0 SUBMITTAL SIGNATURE:**

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Michael Botet*

Date: 4/26/2022

Print Name: Michael Botet

Title: Sales Manager

Primary E-mail Address: mike.botet@thermofisher.com

Secondary E-mail Address: mbsec123@gmail.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

*[The remainder of this page is intentionally blank]*

<i>Fisher Scientific</i>			
ITEM #	SAVE AND SUBMIT AS AN EXCEL FILE		
1	www.fishersci.com		
	<b>SHOP LOCATION</b>		
2a	5907 Hampton Oaks pkwy, suite D, Tampa, FL 33610		
2b	Pete Klieger- Service Center Manager- 813-495-4408		
2c	Labor for Equipment Repair (not under warranty)	\$110.00	per hour
2d	Pickup or delivery services offered?	yes	
2e	Pick up / delivery fee for Equipment	\$0.00	per call

**The following information is required for price redetermination consideration.**

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	20%
Which does the firm use: Diesel fuel or Gasoline?	both
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	65%
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	15%

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

**LIST MANUFACTURER SUPPORTED.**

3	MANUFACTURER	Hourly Service Rate	Factory Authorized Service Center? YES/NO
	ThermoFisher CAD	110\$/hr	yes
	thermoFisherEnvironmental	110\$/hr	yes
	Silent Partner	110\$/hr	yes
	908 devices	110\$/hr	yes
	Scott Safety flow test	58\$/per	yes
	Scott safety hydro test	34\$/per	yes
	Respirator fit testing	28\$/per	yes



<i>Fisher Scientific</i>				
SAVE AND SUBMIT AS AN EXCEL FILE				
FIRM'S WEBSITE:		<a href="http://www.fishersci.com">www.fishersci.com</a>		
Warehouse Location(s):		tampa, atlanta, pittsburgh, california		
Contact Information For Emergency/Disaster Services (24/7)				
Name:		Buddy Mills		
Email:		<a href="mailto:buddy.mills@thermofisher.com">buddy.mills@thermofisher.com</a>		
Emergency Phone:		407-952-1077		
List manufacturer brands supported.				
MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
3M Scott SCBA	32.00%	30 days	yes	<a href="https://www.3m.com/3M/en_US">https://www.3m.com/3M/en_US</a>
3M Scott Thermal Imager	11.00%	30 days	yes	<a href="https://www.3m.com/3M/en_US">https://www.3m.com/3M/en_US</a>
3M Scott parts	25.00%	3 days	yes	<a href="https://www.3m.com/3M/en_US">https://www.3m.com/3M/en_US</a>
3M Company respirators	20.00%	3 days	yes	<a href="https://www.3m.com">https://www.3m.com</a>
908 Devices	2.00%	30 days	yes	<a href="https://908devices.com/products">https://908devices.com/products</a>
Alco-Lite	12.00%	30 days	yes	<a href="https://www.fireladder.com">https://www.fireladder.com</a>
Amerex	20.00%	3 days	yes	<a href="http://www.amerex-fire.com">http://www.amerex-fire.com</a>
Ansell gloves	25.00%	3 days	yes	<a href="https://www.ansell.com/us/en">https://www.ansell.com/us/en</a>
ansell chemical suits	10.00%	30 days	yes	<a href="http://www.ansell.com">www.ansell.com</a>
AEMC	3.00%	30 days	yes	<a href="https://www.aemc.com">https://www.aemc.com</a>
Anchor Fire Protection	7.00%	30 days	yes	<a href="https://www.anchorfireprotection.com">https://www.anchorfireprotection.com</a>
Amkus	3.00%	30 days	yes	<a href="https://amkus.com">https://amkus.com</a>
Ansul	16.00%	30 days	yes	<a href="https://www.ansul.com">https://www.ansul.com</a>
Ansul/chemguard	12.00%	30 days	yes	<a href="http://www.johnsoncontrols.com">www.johnsoncontrols.com</a>
Blackline Safety	14.00%	14 days	yes	<a href="https://www.blacklinesafety.com">https://www.blacklinesafety.com</a>
Biocheck	5.00%	30 days	yes	<a href="http://biocheckinfo.com">http://biocheckinfo.com</a>
Blowhard Fans	12.00%	30 days	yes	<a href="https://www.blowhardfans.com">https://www.blowhardfans.com</a>
Bouton Optical	10.00%	10 days	yes	<a href="http://www.pipglobal.com">www.pipglobal.com</a>
Bullard thermal	22.00%	30 days	yes	<a href="https://www.bullard.com">https://www.bullard.com</a>
Bullard helmet	36.00%	30 days	yes	<a href="http://www.bullard.com">www.bullard.com</a>
Bullard other	20.00%	30 days	yes	<a href="http://www.bullard.com">www.bullard.com</a>
Conspace/Savox	5.00%	30 days	yes	<a href="https://savox.com">https://savox.com</a>
Coast Lights	12.00%	10 days	yes	<a href="https://coastportland.com">https://coastportland.com</a>
CMC	15.00%	30 days	yes	<a href="https://www.cmcpro.com">https://www.cmcpro.com</a>
Decon 7	5.00%	30 days	yes	<a href="https://www.decon7.com">https://www.decon7.com</a>
Dragon Fire Gloves	5.00%	30 days	yes	<a href="https://www.dragonfiregloves.com">https://www.dragonfiregloves.com</a>
Dupont	35.00%	10 days	yes	<a href="https://www.dupont.com">https://www.dupont.com</a>
Draeger instrumentation	12.00%	10 days	yes	<a href="https://www.draeger.com/en-us_us">https://www.draeger.com/en-us_us</a>
Duo Safety	3.00%	30 days	yes	<a href="https://www.duosafety.com">https://www.duosafety.com</a>

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Edwards and Cromwell	5.00%	30 days	yes	<a href="http://edwardsandcromwell.com">http://edwardsandcromwell.com</a>
Ergodyne	35.00%	10 days	yes	<a href="https://www.ergodyne.com">https://www.ergodyne.com</a>
FireSled	2.00%	45 days	yes	<a href="https://firesledfitness.com">https://firesledfitness.com</a>
Fire Innovations	10.00%	10 days	yes	<a href="http://www.fireinnovations.com">www.fireinnovations.com</a>
FireDex bunker gear	45.00%	90 days	yes	<a href="https://www.firedex.com">https://www.firedex.com</a>
Fire Dex accessories	25.00%	14 days	yes	<a href="http://www.firedex.com">www.firedex.com</a>
FireDex helmets	40.00%	45 days	yes	<a href="http://www.firedex.com">www.firedex.com</a>
firedex boots	40.00%	30 days	yes	<a href="http://www.firedex.com">www.firedex.com</a>
Fire Wipes	5.00%	14 days	yes	<a href="https://firewipes.com">https://firewipes.com</a>
Fox Fire Lites	5.00%	30 days	yes	<a href="https://foxfirelites.com">https://foxfirelites.com</a>
Fox Fury Lights	13.00%	14 days	yes	<a href="http://www.foxfury.com">www.foxfury.com</a>
genesis	2.00%	30 days	yes	<a href="http://www.genesisrescue.com">www.genesisrescue.com</a>
Gemtor	5.00%	14 days	yes	<a href="http://www.gemtor.com">http://www.gemtor.com</a>
gear wash	2.00%	10 days	yes	<a href="http://www.gearwash.com">www.gearwash.com</a>
Hot Shield	5.00%	30 days	yes	<a href="https://www.hotshield.com">https://www.hotshield.com</a>
High Com	20.00%	30-45 days	yes	<a href="https://www.highcomarmor.com">https://www.highcomarmor.com</a>
Honeywell instrumentation	18.00%	30 days	yes	<a href="https://sps.honeywell.com/us">https://sps.honeywell.com/us</a>
Innotex accessories	35.00%	14 days	yes	<a href="https://innotexprotection.com/en">https://innotexprotection.com/en</a>
Innotex Gear	30.00%	90 days	yes	
Justrite	10.00%	10 days	yes	<a href="https://www.justrite.com">https://www.justrite.com</a>
Kappler	12.00%	30 days	yes	<a href="https://www.kappler.com">https://www.kappler.com</a>
Kochek	3.00%	30 days	yes	<a href="https://kochek.com">https://kochek.com</a>
KFT	3.00%	45 days	yes	<a href="https://www.firetrainer.com">https://www.firetrainer.com</a>
koehler lights	14.00%	10 days	yes	
Lens Lock Body Cam	5.00%	30 days	yes	<a href="https://www.lenslock.com">https://www.lenslock.com</a>
Lion chemical suits	7.00%	30 days	yes	<a href="http://www.lionprotecs.com">www.lionprotecs.com</a>
Majestic Apparel	cost + 13	30 days	yes	<a href="https://majhoods.com">https://majhoods.com</a>
moldex	35.00%	10 days	yes	<a href="http://www.moldex.com">www.moldex.com</a>
MSA Gas Detection	12.00%	14 days	yes	<a href="https://us.msasafety.com/Portable-Gas-Detection">https://us.msasafety.com/Portable-Gas-Detection</a>
Niedner	25.00%	30 days	yes	
OHD Quantifit machine	15.00%	14 days	yes	<a href="https://ohdusa.com">https://ohdusa.com</a>
OHD Quantifit accessories	7.00%	14 days	yes	<a href="https://ohdusa.com">https://ohdusa.com</a>
PIP	20.00%	10 days	yes	<a href="http://www.us.pipglobal.com">www.us.pipglobal.com</a>
Power Hawk	5.00%	30 days	yes	<a href="http://www.powerhawk.com">www.powerhawk.com</a>
PowerBreezer	10.00%	30 days	yes	<a href="https://www.powerbreezer.com">https://www.powerbreezer.com</a>
Paul Conway Shields	10.00%	30 days	yes	<a href="https://www.paulconwayshields.com">https://www.paulconwayshields.com</a>
Pelican	15.00%	14 days	yes	<a href="https://www.pelican.com/us/en">https://www.pelican.com/us/en</a>
Petzl	28.00%	30 days	yes	<a href="https://www.petzl.com/US/en">https://www.petzl.com/US/en</a>
Pigeon Mountain Industries	15.00%	30 days	yes	<a href="http://www.pmirope.com">http://www.pmirope.com</a>
Pacific Helmets	10.00%	30 days	yes	<a href="https://www.pacifichelmets.com">https://www.pacifichelmets.com</a>
Reflexite	5.00%	30 days	yes	<a href="https://reflexiteamericas.com">https://reflexiteamericas.com</a>
RIT Safety Solutions	8.00%	30 days	yes	<a href="https://ritsafetysolutions.com">https://ritsafetysolutions.com</a>
Rae Systems meters	15.00%	30 days	yes	<a href="http://www.rae-gasmonitors.com">www.rae-gasmonitors.com</a>
Rae Systems area monitor	2.00%	45 days	yes	<a href="http://www.rae-gasmonitors.com">www.rae-gasmonitors.com</a>
Rescue Pro Inc	5.00%	30 days	yes	<a href="https://rescueproinc.com">https://rescueproinc.com</a>
RPI	7.00%	30 days	yes	<a href="http://www.rpiinc.net">www.rpiinc.net</a>
Saint Gobain	15.00%	45 days	yes	<a href="http://www.plastics.saint-gobain.cmo">www.plastics.saint-gobain.cmo</a>



MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Shelby Gloves	20.00%	10 days	yes	<a href="https://www.shelbyglove.com">https://www.shelbyglove.com</a>
Sterling Rope	10.00%	30 days	yes	<a href="https://sterlingrope.com">https://sterlingrope.com</a>
SuperVac	18.00%	30 days	yes	<a href="https://supervac.com">https://supervac.com</a>
Simulaids	12.00%	30 days	yes	<a href="https://simulaids.co">https://simulaids.co</a>
Streamlight	43.00%	10 days	yes	<a href="https://www.streamlight.com">https://www.streamlight.com</a>
Silent Partner Technologies	5.00%	10 days	yes	<a href="https://www.silentpartnertech.com">https://www.silentpartnertech.com</a>
ThermoFisher Radiation	3.00%	30 days	yes	<a href="https://www.thermofisher.com/us">https://www.thermofisher.com/us</a>
ThermoFisher CAD	2.00%	30 days	yes	<a href="https://www.thermofisher.com">https://www.thermofisher.com</a>
Thermofisher environmental	2.00%	30 days	yes	<a href="http://www.fishersci.com">www.fishersci.com</a>
Tactical Electronics	5.00%	30 days	yes	<a href="https://www.tacticalectronics.com">https://www.tacticalectronics.com</a>
True North Gear	17.00%	14 days	yes	<a href="https://www.truenorthgear.com">https://www.truenorthgear.com</a>
Tingley	12.00%	10 days	yes	<a href="https://www.tingleyrubber.com">https://www.tingleyrubber.com</a>
Tele-Lite	9.00%	14 days	yes	<a href="http://www.tele-lite.com">http://www.tele-lite.com</a>
Tempest Fans	20.00%	30 days	yes	<a href="https://tempest.us.com">https://tempest.us.com</a>
Turtle Plastics	5.00%	30 days	yes	<a href="https://www.turtleplastics.com">https://www.turtleplastics.com</a>
Underwater Kinetics	10.00%	14 days	yes	<a href="https://uwk.com">https://uwk.com</a>
Yates Gear	8.00%	30 days	yes	<a href="http://www.yatesgear.com">http://www.yatesgear.com</a>
Ziamatic	22.00%	30 days	yes	<a href="https://www.ziamatic.com">https://www.ziamatic.com</a>

**File Attachments for Item:**

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

Approve and authorize the Mayor to execute an agreement with State of Florida Department of Transportation (FDOT) in the amount of \$126,140.00 for the paving and expansion of State Road A1A.



# TOWN OF HIGHLAND BEACH

## AGENDA MEMORANDUM

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**MEETING TYPE:** Town Commission Meeting

**MEETING DATE:** August 1, 2023

**SUBMITTED BY:** Pat Roman, Public Works Director

**SUBJECT:** Approve and authorize the Mayor to execute an agreement with State of Florida Department of Transportation (FDOT) in the amount of \$126,140.00 for the paving and expansion of State Road No.: A1A

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### SUMMARY:

The State of Florida Department of Transportation (FDOT) Resurface, Restoration and Rehabilitation (RRR) Project planned for A1A is designed to address flooding, improve roadway surfaces, and cross slopes, and slightly widens the current bike paths in the Town of Highland Beach.

The Town desires to enter into an agreement for a cooperative bid with FDOT for sewer structure adjustments necessitated by the project. Multiple adjustments will be needed for sanitary sewer manholes and valves. The anticipated cost with contingency is \$126,140.00. Contingency built into the project will be refunded pending final reconciliation by FDOT.

We recommend having the State of Florida Department of Transportation (FDOT), and their assigned contractors, perform the project management and utility work for the project pursuant to the attached agreement. The town attorney has reviewed the agreement for legal sufficiency and has no concerns with execution.

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### FISCAL IMPACT:

\$126,140.00 budgeted in the 2024 Sewer Department Capital Outlay Account (402-535.000-563.000)

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### ATTACHMENTS:

Contract for Services between the Town of Highland Beach and State of Florida Department of Transportation; Utility Conflict Matrix for project completion; Justification of Cost Increase for manholes and valves memorandum

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### RECOMMENDATION:

Commission approval.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT**  
(AT UTILITY EXPENSE)

710-010-22  
UTILITIES  
OGC – 06/19

Financial Project ID: 444477-1-52-02	Federal Project ID: D423 058 B
Financial Project ID:	
Financial Project ID:	
Financial Project ID:	
County: Palm Beach	State Road No.: A1A
District Document No:	
Utility Agency/Owner (UAO): Town of Highland Beach	

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, year of \_\_\_\_\_, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "**FDOT**", and **Town of Highland Beach**, hereinafter referred to as the "**UAO**";

**WITNESSETH:**

**WHEREAS**, the **FDOT**, is constructing, reconstructing, or otherwise changing a portion of a public road or publicly owned rail corridor, said project being identified as S. of Grand Ct. to S. Linton Blvd., State Road No.: A1A, hereinafter referred to as the "Project"; and

**WHEREAS**, the **UAO** owns or desires to install certain utility facilities which are located within the limits of the Project hereinafter referred to as the "Facilities" (said term shall be deemed to include utility facilities as the same may be relocated, adjusted, installed, or placed out of service pursuant to this Agreement); and

**WHEREAS**, the Project requires the location (vertically and/or horizontally), protection, relocation, installation, adjustment or removal of the Facilities, or some combination thereof, hereinafter referred to as "Utility Work"; and

**WHEREAS**, the **FDOT** and the **UAO** desire to enter into a joint agreement pursuant to Section 337.403(1)(b), Florida Statutes for the Utility Work to be accomplished by the **FDOT's** contractor as part of the construction of the Project; and

**WHEREAS**, the **UAO**, pursuant to the terms and conditions hereof, will bear certain costs associated with the Utility Work;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained herein, the **FDOT** and the **UAO** hereby agree as follows:

**1. Design of Utility Work**

- a. **UAO** shall prepare, at **UAO's** sole cost and expense, a final engineering design, plans, technical special provisions, a cost estimate, and a contingency Utility Work Schedule (said contingency schedule to be used in the case of a bid rejection) for the Utility Work (hereinafter referred to as the "Plans Package") on or before N/A, year of N/A.
- b. The Plans Package shall be in the same format as the **FDOT's** contract documents for the Project and shall be suitable for reproduction.
- c. Unless otherwise specifically directed in writing, the Plans Package shall include any and all activities and work effort required to perform the Utility Work, including but not limited to, all clearing and grubbing, survey work and shall include a traffic control plan.
- d. The Plans Package shall be prepared in compliance with the **FDOT's** Utility Accommodation Manual and the **FDOT's** Plans Preparation Manual in effect at the time the Plans Package is prepared, and the **FDOT's** contract documents for the Project. If the **FDOT's** Plans Preparation Manual has been updated and conflicts with the Utility Accommodation Manual, the Utility Accommodation Manual shall apply where such conflicts exist.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT**  
(AT UTILITY EXPENSE)

710-010-22  
UTILITIES  
OGC – 06/19

- e. The technical special provisions which are a part of the Plans Package shall be prepared in accordance with the **FDOT's** guidelines on preparation of technical special provisions and shall not duplicate or change the general contracting provisions of the **FDOT's** Standard Specifications for Road and Bridge Construction and any Supplemental Specifications, Special Provisions, or Developmental Specifications of the **FDOT** for the Project.
- f. **UAO** shall provide a copy of the proposed Plans Package to the **FDOT**, and to such other right of way users as designated by the **FDOT**, for review at the following stages: Production. Prior to submission of the proposed Plans Package for review at these stages, the **UAO** shall send the **FDOT** a work progress schedule explaining how the **UAO** will meet the **FDOT's** production schedule. The work progress schedule shall include the review stages, as well as other milestones necessary to complete the Plans Package within the time specified in Subparagraph a. above.
- g. In the event that the **FDOT** finds any deficiencies in the Plans Package during the reviews performed pursuant to Subparagraph f. above, the **FDOT** will notify the **UAO** in writing of the deficiencies and the **UAO** will correct the deficiencies and return corrected documents within the time stated in the notice. The **FDOT's** review and approval of the documents shall not relieve the **UAO** from responsibility for subsequently discovered errors or omissions.
- h. The **FDOT** shall furnish the **UAO** such information from the **FDOT's** files as requested by the **UAO**; however, the **UAO** shall at all times be and remain solely responsible for proper preparation of the Plans Package and for verifying all information necessary to properly prepare the Plans Package, including survey information as to the location (both vertical and horizontal) of the Facilities. The providing of information by the **FDOT** shall not relieve the **UAO** of this obligation nor transfer any of that responsibility to the **FDOT**.
- i. The Facilities and the Utility Work will include all utility facilities of the **UAO** which are located within the limits of the Project, except as generally summarized as follows: Everything not specifically included in the scope of services. These exceptions shall be handled by separate arrangement.
- j. If any facilities of the **UAO** located within the project limits are discovered after work on the project commences to be qualified for relocation at the **FDOT's** expense, but not previously identified as such, the **UAO** shall file a claim with the **FDOT** for recovery of the cost of relocation thereof. The filing of the claim shall not necessarily entitle the **UAO** to payment, and resolution of the claim shall be based on a determination of fault for the error. The discovery of facilities not previously identified as being qualified for relocation at the **FDOT's** expense shall not invalidate this Agreement.
- k. The **UAO** shall fully cooperate with all other right of way users in the preparation of the Plans Package. Any conflicts that cannot be resolved through cooperation shall be resolved in the manner determined by the **FDOT**.
- l. Upon completion of the Utility Work, the Facilities shall be deemed to be located on the public road or publicly owned rail corridor under and pursuant to the Utility Permit: TBD  
(Note: *It is the intent of this line to allow either attachment of or separate reference to the permit*).

**2. Performance of Utility Work**

- a. The **FDOT** shall incorporate the Plans Package into its contract for construction of the Project.
- b. The **FDOT** shall procure a contract for construction of the Project in accordance with the **FDOT's** requirements.
- c. If the portion of the bid of the contractor selected by the **FDOT** which is for performance of the Utility Work exceeds the **FDOT's** official estimate for the Utility Work by more than ten percent (10%) and



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT**  
(AT UTILITY EXPENSE)

710-010-22  
UTILITIES  
OGC – 06/19

the **FDOT** does not elect to participate in the cost of the Utility Work pursuant to Section 337.403(1)(b), Florida Statutes, the **UAO** may elect to have the Utility Work removed from the **FDOT's** contract by notifying the **FDOT** in writing within 10 days from the date that the **UAO** is notified of the bid amount. Unless this election is made, the Utility Work shall be performed as part of the Project by the **FDOT's** contractor.

- d. If the **UAO** elects to remove the Utility Work from the **FDOT's** contract in accordance with Subparagraph 2. c., the **UAO** shall perform the Utility Work separately pursuant to the terms and conditions of the **FDOT's** standard relocation agreement, the terms and conditions of which are incorporated herein for that purpose by this reference, and in accordance with the contingency relocation schedule which is a part of the Plans Package. The **UAO** shall proceed immediately with the Utility Work so as to cause no delay to the **FDOT** or the **FDOT's** contractor in constructing the Project.
- e. The **UAO** shall perform all engineering inspection, testing, and monitoring of the Utility Work to insure that it is properly performed in accordance with the Plans Package, except for the following activities: General Engineering Inspection and will furnish the **FDOT** with daily diary records showing approved quantities and amounts for weekly, monthly, and final estimates in accordance with the format required by **FDOT** procedures.
- f. Except for the inspection, testing, monitoring, and reporting to be performed by the **UAO** in accordance with Subparagraph 2. e., the **FDOT** will perform all contract administration for its construction contract.
- g. The **UAO** shall fully cooperate with the **FDOT** and the **FDOT's** contractor in all matters relating to the performance of the Utility Work.
- h. The **FDOT's** engineer has full authority over the Project and the **UAO** shall be responsible for coordinating and cooperating with the **FDOT's** engineer. In so doing, the **UAO** shall make such adjustments and changes in the Plans Package as the **FDOT's** engineer shall determine are necessary for the prosecution of the Project.
- i. The **UAO** shall not make any changes to the Plans Package after the date on which the **FDOT's** contract documents are mailed for advertisement of the Project unless those changes fall within the categories of changes which are allowed by supplemental agreement to the **FDOT's** contract pursuant to Section 337.11, Florida Statutes. All changes, regardless of the nature of the change or the timing of the change, shall be subject to the prior approval of the **FDOT**.

**3. Cost of Utility Work**

- a. The **UAO** shall be responsible for all costs of the Utility Work and all costs associated with any adjustments or changes to the Utility Work determined by the **FDOT's** engineer to be necessary, including, but not limited to the cost of changing the Plans Package and the increase in the cost of performing the Utility Work, unless the adjustments or changes are necessitated by an error or omission of the **FDOT**. The **UAO** shall not be responsible for the cost of delays caused by such adjustments or changes unless they are attributable to the **UAO** pursuant to Subparagraph 4.a.
- b. The initial estimate of the cost of the Utility Work is 126,140.00. At such time as the **FDOT** prepares its official estimate, the **FDOT** shall notify the **UAO** of the amount of the official estimate for the Utility Work. Upon being notified of the official estimate, the **UAO** shall have five (5) working days within which to accept the official estimate for purposes of making deposits and for determining any possible contribution on the part of the **FDOT** to the cost of the Utility Work, or to elect to have the Utility Work removed from the **FDOT's** contract and performed separately pursuant to the terms and conditions set forth in Subparagraph 2. d. hereof.
- c. At least forty-five (45) calendar days prior to the date on which the **FDOT** advertises the Project for

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT**  
(AT UTILITY EXPENSE)

710-010-22  
UTILITIES  
OGC – 06/19

bids, the **UAO** will pay to the **FDOT** an amount equal to the **FDOT's** official estimate; plus 2% for mobilization of equipment for the Utility Work, additional maintenance of traffic costs for the Utility Work, administrative costs of field work, tabulation of quantities, Final Estimate processing and Project accounting (said amounts are to be hereinafter collectively referred to as the Allowances); plus 10% of the official estimate for a contingency fund to be used as hereinafter provided for changes to the Utility Work during the construction of the Project (the Contingency Fund).

d. Payment of the funds pursuant to this paragraph will be made (choose one):

☐

directly to the **FDOT** for deposit into the State Transportation Trust Fund.

☒

as provided in the attached Three Party Escrow Agreement between **UAO**, **FDOT** and the State of Florida, Department of Financial Services, Division of Treasury. Deposits of less than \$100,000.00 must be pre-approved by the **FDOT** Comptroller's Office prior to execution of this agreement.

- e. If the portion of the contractor's bid selected by the **FDOT** for performance of the Utility Work exceeds the amount of the deposit made pursuant to Subparagraph c. above, then subject to and in accordance with the limitations and conditions established by Subparagraph 2. c. hereof regarding **FDOT** participation in the cost of the Utility Work and the **UAO's** election to remove the Utility Work from the Project, the **UAO** shall, within fourteen (14) calendar days from notification from the **FDOT** or prior to posting of the accepted bid, whichever is earlier, pay an additional amount to the **FDOT** to bring the total amount paid to the total obligation of the **UAO** for the cost of the Utility Work, plus Allowances and 10% Contingency Fund. The **FDOT** will notify the **UAO** as soon as it becomes apparent the accepted bid amount plus allowances and contingency is in excess of the advance deposit amount; however, failure of the **FDOT** to so notify the **UAO** shall not relieve the **UAO** from its obligation to pay for its full share of project costs on final accounting as provided herein below. In the event that the **UAO** is obligated under this Subparagraph 3.e. to pay an additional amount and the additional amount that the **UAO** is obligated to pay does not exceed the Contingency Fund already on deposit, the **UAO** shall have sixty (60) calendar days from notification from the **FDOT** to pay the additional amount, regardless of when the accepted bid is posted.
- f. If the accepted bid amount plus allowances and contingency is less than the advance deposit amount, the **FDOT** will refund the amount that the advance deposit exceeds the bid amount, plus allowances and contingency if such refund is requested by the **UAO** in writing and approved by the Comptroller of the **FDOT** or his designee.
- g. Should contract modifications occur that increase the **UAO's** share of total project costs, the **UAO** will be notified by the **FDOT** accordingly. The **UAO** agrees to provide, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the **FDOT** is sufficient to fully fund its share of the project costs. The **FDOT** shall notify the **UAO** as soon as it becomes apparent the actual costs will overrun the award amount; however, failure of the **FDOT** to so notify the **UAO** shall not relieve the **UAO** from its obligation to pay for its full share of project costs on final accounting as provided herein below.
- h. The **FDOT** may use the funds paid by the **UAO** for payment of the cost of the Utility Work. The Contingency Fund may be used for increases in the cost of the Utility Work which occur because of quantity overruns or because of adjustments or changes in the Utility Work made pursuant to Subparagraph 2. h. Prior to using any of the Contingency Fund, the **FDOT** will obtain the written concurrence of the person delegated that responsibility by written notice from the **UAO**. The delegatee shall respond immediately to all requests for written concurrence. If the delegatee refuses to provide written concurrence promptly and the **FDOT** determines that the work is necessary, the **FDOT** may proceed to perform the work and recover the cost thereof pursuant to the provisions of Section 337.403(3), Florida Statutes. In the event that the Contingency Fund is depleted, the **UAO** shall, within fourteen (14) calendar days from notification from the **FDOT**, pay to the **FDOT** an additional 10% of the total obligation of the **UAO** for the cost of the Utility Work established under

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT**  
(AT UTILITY EXPENSE)

710-010-22  
UTILITIES  
OGC – 06/19

Subparagraph 3. e. for future use as the Contingency Fund.

- i. Upon final payment to the Contractor, the **FDOT** intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty (360) days. All project cost records and accounts shall be subject to audit by a representative of the **UAO** for a period of three (3) years after final close out of the Project. The **UAO** will be notified of the final cost. Both parties agree that in the event the final accounting of total project costs pursuant to the terms of this agreement is less than the total deposits to date, a refund of the excess will be made by the **FDOT** to the **UAO** in accordance with Section 215.422, Florida Statutes. In the event said final accounting of total project costs is greater than the total deposits to date, the **UAO** will pay the additional amount within forty (40) calendar days from the date of the invoice. The **UAO** agrees to pay interest at a rate as established pursuant to Section 55.03, Florida Statutes, on any invoice not paid within the time specified in the preceding sentence until the invoice is paid.

**4. Claims Against UAO**

- a. The **UAO** shall be responsible for all costs incurred as a result of any delay to the **FDOT** or its contractors caused by errors or omissions in the Plans Package (including inaccurate location of the Facilities) or by failure of the **UAO** to properly perform its obligations under this Agreement in a timely manner.
- b. In the event the **FDOT's** contractor provides a notice of intent to make a claim against the **FDOT** relating to the Utility Work, the **FDOT** will notify the **UAO** of the notice of intent and the **UAO** will thereafter keep and maintain daily field reports and all other records relating to the intended claim.
- c. In the event the **FDOT's** contractor makes any claim against the **FDOT** relating to the Utility Work, the **FDOT** will notify the **UAO** of the claim and the **UAO** will cooperate with the **FDOT** in analyzing and resolving the claim within a reasonable time. Any resolution of any portion of the claim directly between the **UAO** and the **FDOT's** contractor shall be in writing, shall be subject to written **FDOT** concurrence and shall specify the extent to which it resolves the claim against the **FDOT**.
- d. The **FDOT** may withhold payment of surplus funds to the **UAO** until final resolution (including any actual payment required) of all claims relating to the Utility Work. The right to withhold shall be limited to actual claim payments made by the **FDOT** to the **FDOT's** contractor.

**5. Out of Service Facilities**

No Facilities shall be placed out of service unless specifically identified as such in the Plans. The following terms and conditions shall apply to Facilities placed Out-of-Service:

- a. The **UAO** acknowledges its present and continuing ownership of and responsibility for out of service Facilities.
- b. The **FDOT** agrees to allow the **UAO** to leave the Facilities within the right of way subject to the continuing satisfactory performance of the conditions of this Agreement by the **UAO**. In the event of a breach of this Agreement by the **UAO**, the Facilities shall be removed upon demand from the **FDOT** in accordance with the provisions of Subparagraph e. below.
- c. The **UAO** shall take such steps to secure the Facilities and otherwise make the Facilities safe in accordance with any and all applicable local, state or federal laws and regulations and in accordance with the legal duty of the **UAO** to use due care in its dealings with others. The **UAO** shall be solely responsible for gathering all information necessary to meet these obligations.
- d. The **UAO** shall keep and preserve all records relating to the Facilities, including, but not limited to, records of the location, nature of, and steps taken to safely secure the Facilities and shall promptly respond to information requests of the **FDOT** or other permittees using or seeking use of the right of

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT**  
(AT UTILITY EXPENSE)

710-010-22  
UTILITIES  
OGC – 06/19

way.

- e. The **UAO** shall remove the Facilities at the request of the **FDOT** in the event that the **FDOT** determines that removal is necessary for **FDOT** use of the right of way or in the event that the **FDOT** determines that use of the right of way is needed for other active utilities that cannot be otherwise accommodated in the right of way. Removal shall be at the sole cost and expense of the **UAO** and without any right of the **UAO** to object or make any claim of any nature whatsoever with regard thereto. Removal shall be completed within the time specified in the **FDOT's** notice to remove. In the event that the **UAO** fails to perform the removal properly within the specified time, the **FDOT** may proceed to perform the removal at the **UAO's** expense pursuant to the provisions of Sections 337.403 and 337.404, Florida Statutes.
- f. Except as otherwise provided in Subparagraph e. above, the **UAO** agrees that the Facilities shall forever remain the legal and financial responsibility of the **UAO**. The **UAO** shall reimburse the **FDOT** for any and all costs of any nature whatsoever resulting from the presence of the Facilities within the right of way. Said costs shall include, but shall not be limited to, charges or expenses which may result from the future need to remove the Facilities or from the presence of any hazardous substance or material in or discharging from the Facilities. Nothing in this paragraph shall be interpreted to require the **UAO** to indemnify the **FDOT** for the **FDOT's** own negligence; however, it is the intent that all other costs and expenses of any nature be the responsibility of the **UAO**.

**6. Default**

- a. In the event that the **UAO** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:
  - (1) Terminate this Agreement if the breach is material and has not been cured within sixty (60) days from written notice thereof from **FDOT**.
  - (2) Pursue a claim for damages suffered by the **FDOT**.
  - (3) If the Utility Work is reimbursable under this Agreement, withhold reimbursement payments until the breach is cured. The right to withhold shall be limited to actual claim payments made by **FDOT** to third parties.
  - (4) If the Utility Work is reimbursable under this Agreement, offset any damages suffered by the **FDOT** or the public against payments due under this Agreement for the same Project. The right to offset shall be limited to actual claim payments made by **FDOT** to third parties.
  - (5) Suspend the issuance of further permits to the **UAO** for the placement of Facilities on **FDOT** property if the breach is material and has not been cured within sixty (60) days from written notice thereof from **FDOT**.
  - (6) Pursue any other remedies legally available.
  - (7) Perform any work with its own forces or through contractors and seek repayment for the cost thereof under Section 337.403(3), Florida Statutes.
- b. In the event that the **FDOT** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the **UAO** may exercise one or more of the following options:
  - (1) Terminate this Agreement if the breach is material and has not been cured within sixty (60) days from written notice thereof from the **UAO**.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT**  
(AT UTILITY EXPENSE)

710-010-22  
UTILITIES  
OGC – 06/19

- (2) If the breach is a failure to pay an invoice for Utility Work which is reimbursable under this Agreement, pursue any statutory remedies that the **UAO** may have for failure to pay invoices.
  - (3) Pursue any other remedies legally available.
- c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties nor from any statutory obligations that either party may have with regard to the subject matter hereof.

**7. Force Majeure**

Neither the **UAO** nor the **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

**8. Indemnification**

**FOR GOVERNMENT-OWNED UTILITIES,**

To the extent provided by law, the **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

When the **FDOT** receives a notice of claim for damages that may have been caused by the **UAO** in the performance of services required under this Agreement, the **FDOT** will immediately forward the claim to the **UAO**. The **UAO** and the **FDOT** will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the **FDOT** will determine whether to require the participation of the **UAO** in the defense of the claim or to require the **UAO** to defend the **FDOT** in such claim as described in this section. The **FDOT's** failure to notify the **UAO** of a claim shall not release the **UAO** from any of the requirements of this section. The **FDOT** and the **UAO** will pay their own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs.

**FOR NON-GOVERNMENT-OWNED UTILITIES,**

The **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

The **UAO's** obligation to indemnify, defend, and pay for the defense or at the **FDOT's** option, to participate and associate with the **FDOT** in the defense and trial of any damage claim or suit and any related settlement

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT**  
(AT UTILITY EXPENSE)

710-010-22  
UTILITIES  
OGC – 06/19

negotiations, shall arise within fourteen (14) days of receipt by the **UAO** of the **FDOT's** notice of claim for indemnification to the **UAO**. The notice of claim for indemnification shall be served by certified mail. The **UAO's** obligation to defend and indemnify within fourteen (14) days of such notice shall not be excused because of the **UAO's** inability to evaluate liability or because the **UAO** evaluates liability and determines the **UAO** is not liable or determines the **FDOT** is solely negligent. Only a final adjudication of judgment finding the **FDOT** solely negligent shall excuse performance of this provision by the **UAO**. The **UAO** shall pay all costs and fees related to this obligation and its enforcement by the **FDOT**. The **FDOT's** delay in notifying the **UAO** of a claim shall not release **UAO** of the above duty to defend.

**9. Miscellaneous**

- a. Time is of essence in the performance of all obligations under this Agreement.
- b. The Facilities shall at all times remain the property of and be properly protected and maintained by the **UAO** in accordance with the current Utility Accommodation Manual in effect at the time the Plans Package is prepared and the current utility permit for the Facilities; provided, however, that the **UAO** shall not be obligated to protect or maintain any of the Facilities to the extent the **FDOT's** contractor has that obligation as part of the Utility Work pursuant to the **FDOT's** specifications.
- c. The **FDOT** may unilaterally cancel this Agreement for refusal by the **UAO** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **UAO** in conjunction with this Agreement.
- d. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, except that the parties understand and agree that the **FDOT** has manuals and written policies and procedures which may be applicable at the time of the Project and the relocation of the Facilities.
- e. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.
- f. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. The **UAO** shall have a continuing obligation to notify each District of the **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

If to the **UAO**:

Sergio Gonzalez, Jr., Assistant Public Works Director  
3616 S. Ocean Blvd, 3616 S. Ocean Boulevard, Highland Bchh FL 33487  
sgonzalez@highlandbeach.us (561) 283-2764

If to the **FDOT**:

Kadian McLean, District Utilities Administrator  
3400 W. Commercial Blvd., Ft. Lauderdale, FL 33309  
Kadian.McLean@dot.state.fl.us (954)777-4360

**10. Certification**

This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **UAO** in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled Changes To Form Document and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT**  
(AT UTILITY EXPENSE)

710-010-22  
UTILITIES  
OGC – 06/19

reference purposes only and do not change the terms of the document. By signing this document, the **UAO** hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled Changes to Form Document.

You MUST signify by selecting or checking which of the following applies:

- ☒ No changes have been made to this Form Document and no Appendix entitled "Changes to Form Document" is attached.
- ☐ No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Form Document."

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement effective the day and year first written.

**UTILITY: Town of Highland Beach**

BY: (Signature) \_\_\_\_\_ DATE: \_\_\_\_\_

(Typed Name: \_\_\_\_\_)

(Typed Title: \_\_\_\_\_)

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**Recommend Approval by the District Utility Office**

BY: (Signature) \_\_\_\_\_ DATE: \_\_\_\_\_

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**FDOT Legal review**

BY: (Signature) \_\_\_\_\_ DATE: \_\_\_\_\_

**District Counsel**

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**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

BY: (Signature) \_\_\_\_\_ DATE: \_\_\_\_\_

(Typed Name: Steven C. Braun, P.E.)

(Typed Title: Director of Transportation Development)

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**FEDERAL HIGHWAY ADMINISTRATION (if applicable)**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

(Typed Name: \_\_\_\_\_)

(Typed Title: \_\_\_\_\_)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT**  
(AT UTILITY EXPENSE)

710-010-22  
UTILITIES  
OGC – 06/19



## **Attachments**

**444477-1-52-02**

**Town of Highland Beach**

1. Exhibit A – Scope of Services
2. Appendix A of Assurances
3. Three Party Escrow Agreement

**EXHIBIT A**  
**Scope of Services**  
**444477-1-52-02**

The utility work to be performed under this agreement consists of adjusting and installing utility fixtures for the Town of Highland Beach.

**Summary of Quantities**

425-5-1	Manhole, Adjust	58
425-6	Valve Boxes, Adjust	29

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID CONTRACTS**  
(Appendix A of Assurances)

710-010-08  
UTILITIES  
OGC-04/17

<b>Financial Project ID: 444477-1-52-02</b>	<b>Federal Project ID: D423 058 B</b>
<b>County: Broward</b>	<b>State Road No.: A1A</b>
<b>District Document No:</b>	
<b>Utility Agency/Owner (UAO): Town of Highland Beach</b>	

During the performance of this Agreement, the **Utility Agency Owner (UAO)**, for itself, its assignees and successors in interest (**hereinafter referred to as the UAO**), agrees as follows:

(1) **Compliance with Regulations:** The **UAO** will comply with the Regulations of the **FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the DEPARTMENT)** relative to nondiscrimination in Federally-assisted programs of the **DEPARTMENT** (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The **UAO**, with regard to the work performed by it after award and prior to completion of the **UAO** work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors, including procurement of materials or leases of equipment. The **UAO** will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix A & B of the Regulations.

(3) **Solicitations:** In all solicitations either by competitive bidding or negotiation made by the **UAO** for work to be performed under a subcontract, including procurement of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the **UAO** of the **UAO's** obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.

(4) **"Buy America" Requirements:** The **UAO** will use domestic steel and/or iron products incorporated into the finished work in compliance with the Buy America provisions of 23 CFR 635.410 as amended. As used in this provision, "steel and/or iron products" means manufactured products that are predominately steel and/or iron products and that are not otherwise exempt from Buy America requirements pursuant to rules and regulations of the Federal Highway Administration. As used in this provision, "domestic" means products that are manufactured in the United States which have not undergone any manufacturing process outside of the United States that modified the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through final shaping and coating. If a steel and/or iron product is taken outside the United States for any manufacturing process, it becomes foreign source steel and/or iron products. The **UAO** may incorporate into the finished work foreign source steel and/or iron products as long as the actual cost of such foreign products does not exceed 0.1% of the total amount of this Agreement, or \$2,500.00 whichever is greater. The **UAO** will retain documentation verifying compliance with the Buy America provision of this Agreement for a period of 3 years after final payment of the finished work. Upon request, the **UAO** will provide the documentation verifying compliance with the Buy America provision of this Agreement. The **UAO** will provide a certification with the invoice that states the following: "The **UAO** certifies that all manufactured products that are predominately steel and/or iron are domestic products in compliance with the Buy America provisions of 23 CFR 635.410 as amended except for the foreign source steel and/or iron allowance of 0.1% of the total amount of the agreement between the Florida Department of Transportation and the **UAO**, or \$2,500.00 whichever is greater."

(5) **Information and Reports:** The **UAO** will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **DEPARTMENT** or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the **UAO** is in the exclusive possession of another who fails or refuses to furnish this information, the **UAO** shall so certify to the **DEPARTMENT** or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID CONTRACTS**  
(Appendix A of Assurances)

710-010-08  
UTILITIES  
OGC-04/17

(6) **Sanctions for Noncompliance:** In the event of the **UAO's** noncompliance with the nondiscrimination provisions of paragraphs (1) through (4), the **DEPARTMENT** shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the contractor under the Agreement until the **UAO** complies; and/or
- (b) cancellation, termination or suspension of the Agreement, in whole or in part.

(7) **Incorporation of Provisions:** The **UAO** will include the provisions of paragraph (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order or instructions issued pursuant thereto. The **UAO** will take such action with respect to any subcontract, procurement or lease as the **DEPARTMENT** or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the **UAO** becomes involved in, or is threatened with, litigation with a subcontractor, supplier or lessor as a result of such direction, the **UAO** may request the State to enter into such litigation to protect the interests of the State, and, in addition, the **UAO** may request the United States to enter into such litigation to protect the interests of the United States.

### THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), Town of Highland Beach ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name: SR-A1A FROM SOUTH OF GRAND CT TO SOUTH OF LINTON BLVD  
Project #: 444477-1-52-02  
County: Palm Beach

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest-bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.
2. Other deposits to the escrow account may be made during the life of this agreement.
3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.
4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.
5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.
6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.
8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.
9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.
10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.
11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

*The remainder of this page is blank.*

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

\_\_\_\_\_  
For FDOT-OOC (signature)

\_\_\_\_\_  
For PARTICIPANT (signature)

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
59-3024028  
Federal Employer I.D. Number

\_\_\_\_\_  
Federal Employer I.D. Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

FDOT Legal Review:

\_\_\_\_\_

\_\_\_\_\_  
For Escrow Agent (signature)

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

**UTILITY WORK TO BE PERFORMED BY FDOT CONTRACTOR Highland Beach**

**FPID # 444477-1-52-02**

**Broward County Water - Sample Rd., from west of Powerline Rd to Military Trail**

Item No.	Description	Unit	Quantity	Current Average Unit Cost	Total Cost
425-6	Adjust Water Valve	Ea	40	\$650.00	\$26,000.00
425-5	Manhole Lid	Ea	105	\$825.00	\$86,625.00
Subtotal					\$112,625.00
	UWHCA ITEMS:				
	Contingency (10% of subtotal)	LS	10%		\$11,262.50
	CEI	LS	2%		\$2,252.50
			<b>Total Cost</b>		<b>\$126,140.00</b>



**File Attachments for Item:**

A. Consideration of a request for a Town of Highland Beach Right-of-Way (ROW) permit for the property located at 3805 South Ocean Boulevard



# TOWN OF HIGHLAND BEACH

## AGENDA MEMORANDUM

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**MEETING TYPE:** Town Commission Meeting

**MEETING DATE** August 1, 2023

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

**SUBJECT:** Request for a Town of Highland Beach Right-of-Way (ROW) permit for the property located at 3805 South Ocean Boulevard

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### SUMMARY:

On December 7, 2021, the Town Commission adopted Ordinance No. 2021-018 which provides for the protection of the public ROW while also allowing certain improvements. Pursuant to Section 25-1 of the Town Code, it shall be unlawful to construct improvements or install new trees in new locations within the public ROW including swales without first obtaining a Town ROW permit from the Building Department unless waived or otherwise determined as not required by the Town's Public Works Director. At the same Town Commission meeting, Resolution No. 2021-041 was adopted which requires Town Commission approval of ROW permits for construction of improvements or placement of trees in new locations within State Road A1A ROW. The latter approval is applicable until the Florida Department of Transportation's (FDOT) Resurfacing, Restoration and Rehabilitation Project ("RRR Project") is completed.

The Applicant is proposing new driveways with three (3) access points and has received a driveway connection permit (Permit No. 2022-A-496-00058) from FDOT (Attachment No. 1). The Town's Public Works Director, Pat Roman, has indicated that the driveway plan submitted as part of the FDOT permit does not conflict with existing Town utilities.

Concurrent with this request for a Town ROW permit, is an amendment to FDOT's Landscape Inclusive Memorandum of Agreement ("Agreement") for the same property. This amendment to the Agreement is for the purpose of maintaining new landscape improvements installed in FDOT's ROW along State Road A1A adjacent to subject property.

Note that on July 13, 2023, the Planning Board granted site plan approval (Development Order No. 22-0012) for a new three-story, 9,397 square foot single family residence with pool/spa, and a dune walkover at the property (motion carried 7-0).

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### FISCAL IMPACT:

N/A

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### ATTACHMENTS:

**RECOMMENDATION:**

At the discretion of the Town Commission.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DRIVEWAY CONNECTION PERMIT  
 FOR ALL CATEGORIES**

**PART 1: PERMIT INFORMATION**

APPLICATION NUMBER: 2022-A-496-00058

Permit Category: A - less than 20 VTPD Access Classification: \_\_\_\_\_

Project: Single Family Residence, 3805 S Ocean Blvd, Highland Bch

Permittee: Susan B. Zessin

Section/Mile Post: / State Road: \_\_\_\_\_

Section/Mile Post: / State Road: \_\_\_\_\_

**PART 2: PERMITTEE INFORMATION**

Permittee Name: Susan B. Zessin

Permittee Mailing Address: 3805 South Ocean Boulevard

City, State, Zip: Highland Beach, Florida 33487

Telephone: (561) 445-1258 ext. \_\_\_\_\_

Engineer/Consultant/or Project Manager: \_\_\_\_\_

Engineer responsible for construction inspection: \_\_\_\_\_  
NAME P.E. #

Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX, Mobile Phone, etc. Fax: / Mobile: \_\_\_\_\_

**PART 3: PERMIT APPROVAL**

The above application has been reviewed and is hereby approved subject to all Provisions as attached.

Permit Number: 2022-A-496-00058  
Department of Transportation

Signature: Rosie Evert Title: PERMITS COORDINATOR II

Department Representative's Printed Name Rosie Evert

Temporary Permit ☐ YES ☒ NO (If temporary, this permit is only valid for 6 months)

Special provisions attached ☐ YES ☒ NO

Date of Issuance: 2/13/2023

If this is a normal (non-temporary) permit it authorizes construction for one year from the date of issuance. This can only be extended by the Department as specified in 14-96.007(6).

See following pages for \_\_\_\_\_ and Special Provisions

Approved  
 2022-A-496-00058  
 Rosie Evert  
 2/13/2023

**PART 4: GENERAL PROVISIONS**

1. Notify the Department of Transportation Maintenance Office at least 48 hours in advance of starting proposed work.  
Phone: 7863146067 , Attention: Paul Donovan
2. A copy of the approved permit must be displayed in a prominent location in the immediate vicinity of the connection construction.
3. Comply with Rule 14-96.008(1), F.A.C., Disruption of Traffic.
4. Comply with Rule 14-96.008(7), F.A.C., on Utility Notification Requirements.
5. All work performed in the Department's right of way shall be done in accordance with the most current Department standards, specifications and the permit provisions.
6. The permittee shall not commence use of the connection prior to a final inspection and acceptance by the Department.
7. Comply with Rule 14-96.003(3)(a), F.A.C., Cost of Construction.
8. If a Significant Change of the permittee's land use, as defined in Section 335.182, Florida Statutes, occurs, the Permittee must contact the Department.
9. Medians may be added and median openings may be changed by the Department as part of a Construction Project or Safety Project. The provision for a median might change the operation of the connection to be for right turns only.
10. All conditions in NOTICE OF INTENT WILL APPLY unless specifically changed by the Department.
11. All approved connection(s) and turning movements are subject to the Department's continuing authority to modify such connection(s) or turning movements in order to protect safety and traffic operations on the state highway or State Highway System.
12. **Transportation Control Features and Devices in the State Right of Way.** Transportation control features and devices in the Department's right of way, including, but not limited to, traffic signals, medians, median openings, or any other transportation control features or devices in the state right of way, are operational and safety characteristics of the State Highway and are not means of access. The Department may install, remove or modify any present or future transportation control feature or device in the state right of way to make changes to promote safety in the right of way or efficient traffic operations on the highway.
13. The Permittee for him/herself, his/her heirs, his/her assigns and successors in interest, binds and is bound and obligated to save and hold the State of Florida, and the Department, its agents and employees harmless from any and all damages, claims, expense, or injuries arising out of any act, neglect, or omission by the applicant, his/her heirs, assigns and successors in interest that may occur by reason of this facility design, construction, maintenance, or continuing existence of the connection facility, except that the applicant shall not be liable under this provision for damages arising from the sole negligence of the Department.
14. The Permittee shall be responsible for determining and notify all other users of the right of way.
15. Starting work on the State Right of Way means that I am accepting all conditions on the Permit.

**PART 5: SPECIAL PROVISIONS**

NON-CONFORMING CONNECTIONS: ☐ YES ☐ NO

If this is a non-conforming connection permit, as defined in Rule Chapters 14-96 and 14-97, then the following shall be a part of this permit.

1. The non-conforming connection(s) described in this permit is (are) not permitted for traffic volumes exceeding the Permit Category on page 1 of this permit, or as specified in "Other Special Provisions" below.
2. All non-conforming connections will be subject to closure or relocation when reasonable access becomes available in the future.

OTHER SPECIAL PROVISIONS:

**PART 6: APPEAL PROCEDURES**

You may petition for an administrative hearing pursuant to sections 120.569 and 120.57, Florida Statutes. If you dispute the facts stated in the foregoing Notice of Intended Department Action (hereinafter Notice), you may petition for a formal administrative hearing pursuant to section 120.57 (1), Florida Statutes. If you agree with the facts stated in the Notice, you may petition for an informal administrative hearing pursuant to section 120.57(2), Florida Statutes. You must file the petition with:

Clerk of Agency Proceedings  
Department of Transportation  
Haydon Burns Building  
605 Suwannee Street, M.S. 58  
Tallahassee, Florida 32399-0458

The petition for an administrative hearing must conform to the requirements of Rule 28-106.201(2) or Rule 28-106.301(2), Florida Administrative Code, and be filed with the Clerk of Agency Proceedings by 5:00 p.m. no later than 21 days after you received the Notice. The petition must include a copy of the Notice, be legible, on 8 1/2 by 11 inch white paper, and contain:

1. Your name, address, telephone number, any Department of Transportation identifying number on the Notice, if known, the name and identification number of each agency affected, if known, and the name, address, and telephone number of your representative, if any, which shall be the address for service purposes during the course of the proceeding.
2. An explanation of how your substantial interests will be affected by the action described in the Notice;
3. A statement of when and how you received the Notice;
4. A statement of all disputed issues of material fact. If there are none, you must so indicate;
5. A concise statement of the ultimate facts alleged, including the specific facts you contend warrant reversal or modification of the agency's proposed action, as well as an explanation of how the alleged facts relate to the specific rules and statutes you contend require reversal or modification of the agency's proposed action;
6. A statement of the relief sought, stating precisely the desired action you wish the agency to take in respect to the agency's proposed action.

If there are disputed issues of material fact a formal hearing will be held, where you may present evidence and argument on all issues involved and conduct cross-examination. If there are no disputed issues of material fact an informal hearing will be held, where you may present evidence or a written statement for consideration by the Department.

Mediation, pursuant to section 120.573, Florida Statutes, may be available if agreed to by all parties, and on such terms as may be agreed upon by all parties. The right to an administrative hearing is not affected when mediation does not result in a settlement.

Your petition for an administrative hearing shall be dismissed if it is not in substantial compliance with the above requirements of Rule 28-106.201(2) or Rule 28-106.301(2), Florida Administrative Code. If you fail to timely file your petition in accordance with the above requirements, you will have waived your right to have the intended action reviewed pursuant to chapter 120, Florida Statutes, and the action set forth in the Notice shall be conclusive and final.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**RECEIPT OF CONNECTION APPLICATION  
 AND FEE (OR WAIVER OF FEE)**

**IMPORTANT NOTE:** Even though your application has been accepted, it may not be complete. We will contact you if more information is needed.

(1) **APPLICATION NUMBER:** 2022-A-496-00058

APPLICANT:

(2) **Name/Address:** Susan B. Zessin  
3805 South Ocean Boulevard  
Highland Beach, Florida 33487

(3) **Project Name:** \_\_\_\_\_  
 \_\_\_\_\_

	<u>VEHICLES PER DAY</u>	<u>FEE</u>
(4) <b>Fee</b>	<input checked="" type="checkbox"/> Category A 1-20	\$50.00
	<input type="checkbox"/> Category B 21-600	\$250.00
	<input type="checkbox"/> Category C 601-1,200	\$1,000.00
	<input type="checkbox"/> Category D 1,201-4,000	\$2,000.00
	<input type="checkbox"/> Category E 4,001-10,000	\$3,000.00
	<input type="checkbox"/> Category F 10,001-30,000	\$4,000.00
	<input type="checkbox"/> Category G 30,001 +	\$5,000.00
	<input type="checkbox"/> Temporary	\$250.00
	<input type="checkbox"/> Safety	NO FEE
	<input type="checkbox"/> Government Entity	NO FEE

(5) **Application Fee Collected \$** 50

**Payment Type:**

- ☐ Money Order  
☒ Check (check number 4576)  
☐ Cash  
☐ Credit Card (online only)

(6) **Fee Collected By**

Name Rosie Evert  
 Signature Rosie Evert  
 Date 8/4/2022 District 4 Unit Permits

(7) **Receipt Given Back to Applicant Via**

☐ Hand Delivery ☒ Mail ☐ Courier Service ☐ Other ☐ Electronically

Applicant (or Agent) Signature (if available) Susan B. Zessin

**This form bears your application number and serves as your receipt.**

(8) **If fee is waived, give justification below or on separate sheet.**

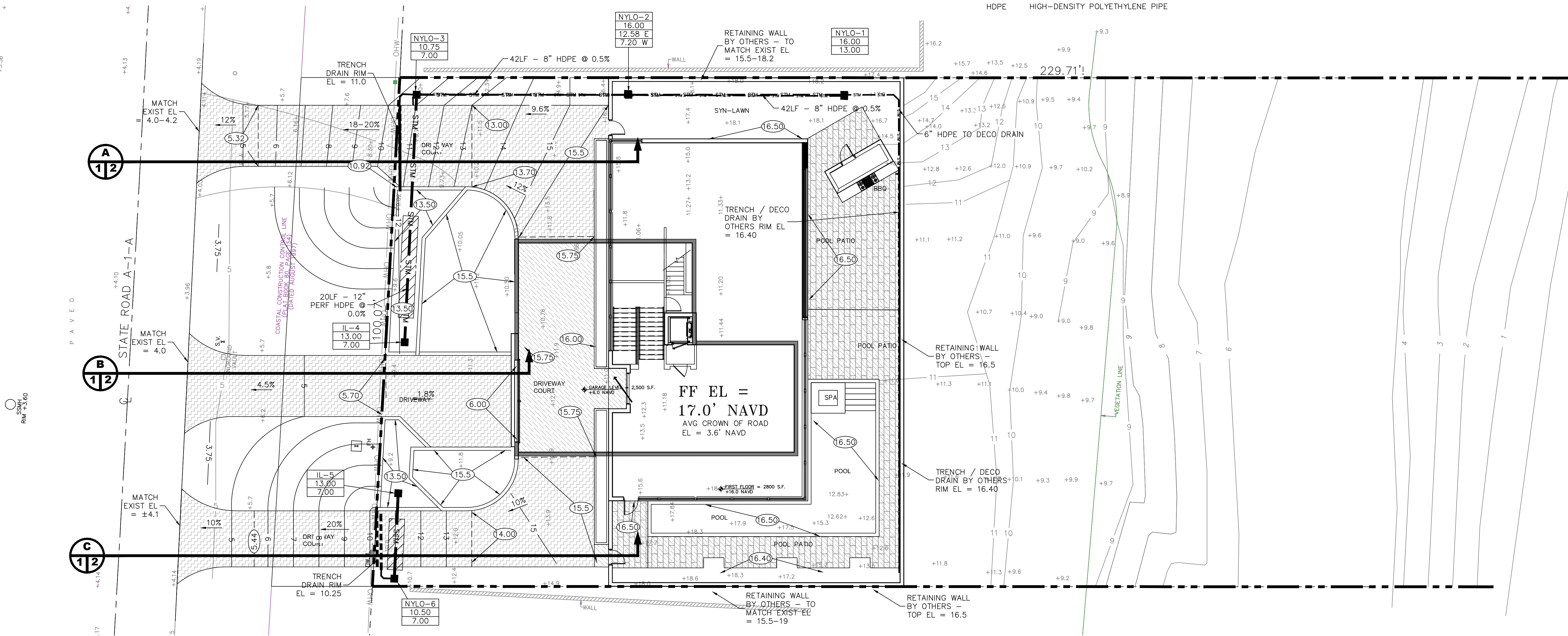
**FOR AGENCY USE ONLY – ATTACH COPY OF CHECK ON THE NEXT PAGE**

Make Checks payable to: *State of Florida Department of Transportation*

Approved  
 2022-A-496-00058  
 Rosie Evert  
 2/13/2023







NOTE: SEE LANDSCAPE PLANS FOR HARDSCAPE MATERIALS & SPECIFICATIONS

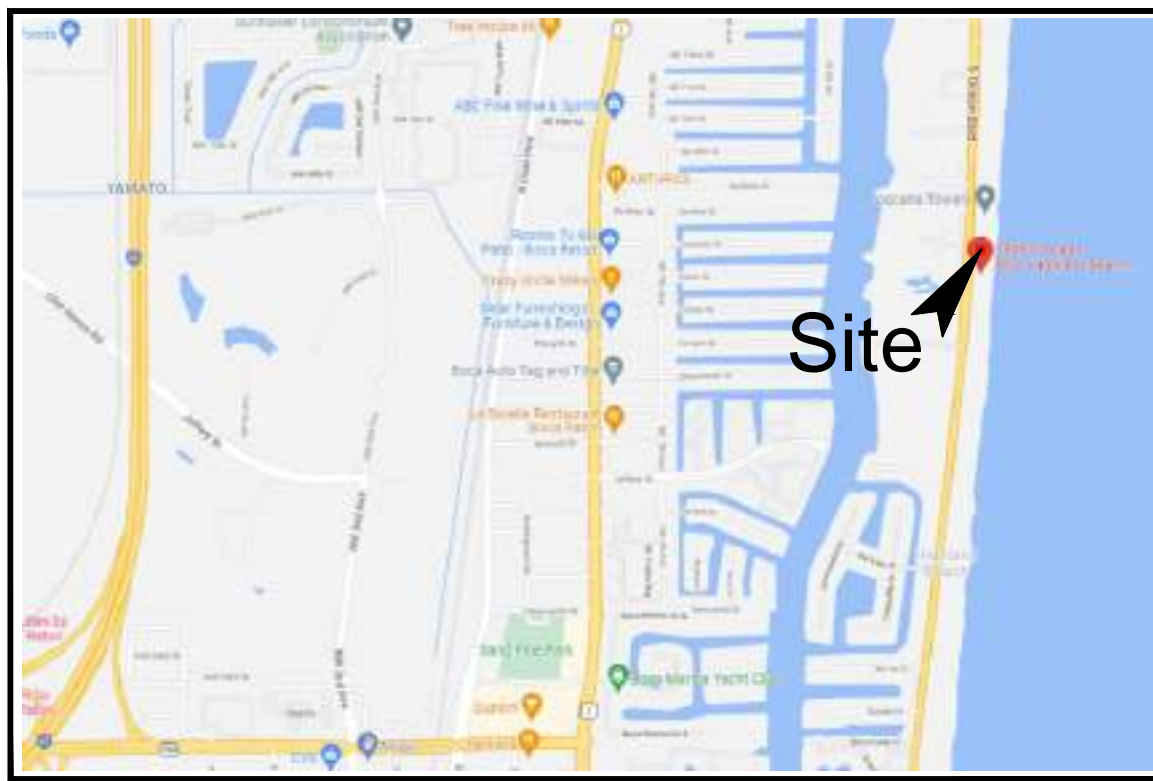
NOTE: CONTRACTOR TO FIELD VERIFY EXACT LOCATION, SIZE, AND ELEVATION OF ALL IMPROVEMENTS AT TIME OF CONSTRUCTION AND REPORT ANY DISCREPANCIES TO ENVIRODESIGN ASSOCIATES, INC.

NOTE: RETAINING WALLS SHOWN HEREIN DEPICT LOCATION AND ELEVATION REQUIREMENTS ONLY. STRUCTURAL DESIGN PER MANUFACTURER SPECIFICATIONS OR TO BE PROVIDED BY OTHERS.

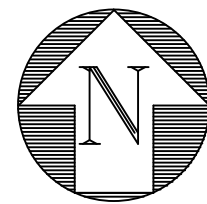


CALL 48 HOURS BEFORE YOU DIG.  
IT'S THE LAW  
1-800-432-4770  
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

SCALE: 1" = 10'  
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UNLESS SIGNED AND SEALED BY A REGISTERED PROFESSIONAL ENGINEER REPRESENTING ENVIRODESIGN ASSOCIATES, INC.



LOCATION MAP  
N.T.S.



CIVIL SITE IMPROVEMENTS PLAN FOR:  
SINGLE FAMILY RESIDENCE  
3805 S. OCEAN BOULEVARD  
HIGHLAND BEACH, FLORIDA

EnviroDesign Associates Inc.  
www.envirodesign.com  
ENGINEERS • ENVIRONMENTAL CONSULTANTS  
FLORIDA CERTIFICATE OF AUTHORIZATION No. 6506  
298 Pineapple Grove Way Delray Beach, Florida 33444  
Phone: (561) 274-8558 Fax: (561) 274-8558

DRAWN:  
B.A.B.  
CHECKED:  
J.A.P.  
DATE:  
07/28/22  
JOB NO.  
21093-2-ENG  
SHEET NO.  
1 OF 4

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**\*\*OR APPROVED EQUAL\*\***



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ENGINEER REPRESENTING ENVIRODESIGN ASSOCIATES, INC.

**PAVING & DRAINAGE DETAILS FOR:**  
**SINGLE FAMILY RESIDENCE**  
**3805 S OCEAN BOULEVARD**  
**HIGHLAND BEACH, FLORIDA**

 **EnviroDesign  
Associates Inc.**  
[www.envirodesign.com](http://www.envirodesign.com)

**ENGINEERS • ENVIRONMENTAL CONSULTANTS**

FLORIDA CERTIFICATE OF AUTHORIZATION No. 6506  
238 Redapple Grove Way Delray Beach, Florida 33444  
Phone (561) 858-8558

DRAWN:  
B.A.B.

CHECKED:  
J.A.P.

DATE:  
07/28/22

JOB NO.  
21093-2-DTL

SHEET NO. **2** OF **4**



PAVING, GRADING AND DRAINAGE NOTES	
1. ALL PAVING AND DRAINAGE WORK IN THE PALM BEACH COUNTY (PBC) RIGHT-OF-WAY SHALL BE CONSTRUCTED IN FULL ACCORDANCE WITH THE PBC LATEST STANDARDS. ALL PAVING AND DRAINAGE WORK IN THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT-OF-WAY SHALL BE CONSTRUCTED IN FULL ACCORDANCE WITH THE FDOT LATEST STANDARDS.	OF 0.08 GALLONS PER SQUARE YARD, UNLESS A VARIATION IS APPROVED BY THE ENGINEER.
2. COMPACTED SUBGRADE SHALL BE COMPACTED AND MEET THE DENSITY REQUIREMENTS AS DETERMINED BY THE AASHTO T-180 SPECIFICATIONS. SUBGRADE SHALL EXTEND 12 INCHES BEYOND THE PROPOSED EDGE OF PAVEMENT AND/OR 6" BEYOND VALLEY GUTTER, TYPE "F" CURB & GUTTER, OR TYPE "D" CURB. SUBGRADE SHALL BE 12 INCHES THICK COMPACTED TO 98% ACCORDING TO AASHTO T-180. ALL MUCK, STUMPS, ROOTS OR OTHER DELETERIOUS MATTER ENCOUNTERED IN THE PREPARATION OF THE SUBGRADE SHALL BE REMOVED COMPLETELY FROM THE CENTERLINE OF THE ROADWAY TO A WIDTH OF TEN FEET BEYOND THE EDGE OF PAVEMENT. IF SUBGRADE IS REQUIRED TO BE STABILIZED, THE REQUIRED BEARING VALUE DETERMINATIONS SHALL BE MADE BY THE FLORIDA BEARING TEST, TEST METHOD "C" OF AASHTO T-180 SPECIFICATIONS.	11. ASPHALTIC CONCRETE SURFACE COURSE SHALL BE IN ACCORDANCE WITH SECTION 334 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST ADDITION. THE THICKNESS OF THE SURFACE COURSE SHALL BE AS SHOWN ON THE DETAILED DRAWINGS.
3. SHELLROCK BASE SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 250 OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. THE THICKNESS OF THE SHELLROCK BASE SHALL BE AS SHOWN ON THE DETAIL DRAWINGS AND SHALL BE COMPACTED TO A DENSITY OF 98% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180. THE SHELLROCK SHALL HAVE A MINIMUM OF 40% CARBONATES OF CALCIUM AND MAGNESIUM IN THE MATERIAL.	12. ALL CONCRETE SHALL DEVELOP 2500 p.s.i. (MINIMUM) 28 DAY COMPRESSIVE STRENGTH OR GREATER WHERE NOTED ON PLANS. CLASS I CONCRETE SHALL CONFORM WITH THE FDOT SPECIFICATIONS, LATEST EDITION. CLASS I CONCRETE USED AS PAVING SHALL DEVELOP 3000 p.s.i. (MINIMUM) 28 DAYS COMPRESSIVE STRENGTH.
4. LIMEROCK BASE SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 200 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. THE THICKNESS OF THE LIMEROCK BASE SHALL BE AS SHOWN ON THE DETAILED DRAWINGS AND SHALL BE COMPACTED TO A DENSITY OF 98% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180.	13. PAVEMENT TRAFFIC STRIPES AND MARKINGS SHALL BE IN ACCORDANCE WITH CITY OF DELRAY BEACH CURRENT STANDARDS AND/OR MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, AND/OR PALM BEACH COUNTY TRAFFIC DEPARTMENT TYPICAL T-P-17, WHERE APPLICABLE.
5. MUCK AND PEAT -- IF MUCK AND/OR PEAT ARE ENCOUNTERED IN THE ROAD OR PARKING AREA, THEY WILL BE REMOVED COMPLETELY TO A WIDTH OF TEN FEET BEYOND THE EDGE OF PAVEMENT AND SHALL BE BACKFILLED WITH GRANULAR MATERIAL. IF HARDPAN IS ENCOUNTERED IN THE SWALE AREA, IT WILL BE REMOVED TO A WIDTH OF TWO FEET AT THE SWALE INVERT AND REPLACED WITH GRANULAR MATERIAL.	14. SEQUENCE OF CONSTRUCTION -- THE SEQUENCE OF CONSTRUCTION SHALL BE SUCH THAT ALL UNDERGROUND INSTALLATIONS OF EVERY KIND THAT ARE BENEATH THE PAVEMENT, SHALL BE IN PLACE AND HAVE PROPER DENSITY PRIOR TO THE CONSTRUCTION AND COMPACTION OF THE SUBGRADE.
6. WHERE SOD IS DESIRED, LOWER THE GRADE 2 INCHES BELOW THE FINISHED GRADE TO ALLOW FOR THE THICKNESS OF THE SOD.	15. INLETS AND MANHOLES -- ALL INLETS AND MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE FDOT SPECIFICATIONS, LATEST EDITION, AND ROADWAY AND TRAFFIC DESIGN STANDARDS, LATEST EDITION, AND PBC STANDARDS LATEST EDITION, WHERE APPLICABLE.
7. CLEARING AND GRUBBING -- WITHIN THE LIMITS OF CONSTRUCTION ALL VEGETATION AND ROOT MATERIAL SHALL BE REMOVED.	16. GRATE ELEVATIONS REFER TO THE FLOWLINE OF THE GRATE.
8. GUMBO -- WHERE GUMBO OR OTHER PLASTIC CLAYS ARE ENCOUNTERED, THEY SHALL BE REMOVED WITHIN THE ROADWAY AND PARKING AREAS ONE FOOT BELOW THE SUBGRADE EXTENDING HORIZONTALLY TO THE OUTSIDE EDGE OF THE SHOULDER AREA.	17. GRADES SHOWN ARE FINISHED GRADES.
9. PRIME COAT SHALL BE IN ACCORDANCE WITH SECTION 300 OF THE FDOT STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. PRIME COAT SHALL BE RC-70 OR ASPHALT EMULSION PRIME (AEP). PRIME COAT SHALL BE APPLIED AT A RATE OF APPLICATION NOT LESS THAN 0.10 GALLONS PER SQUARE YARD FOR LIMEROCK BASES AND NOT LESS THAN 0.15 GALLONS PER SQUARE YARD FOR SHELL ROCK OR COQUINA SHELL BASES.	18. EXISTING AVERAGE ROAD CROWN ELEVATION = 4.1' N.A.V.D.
10. TACK COAT -- BITUMINOUS TACK COAT SHALL CONFORM WITH THE REQUIREMENTS OF THE FDOT SPECIFICATIONS, LATEST EDITION AND SHALL BE APPLIED AT THE RATE	19. REINFORCED CONCRETE PIPE -- THE PIPE SHALL CONFORM WITH THE REQUIREMENTS OF CLASS III OF ASTM C-76 AND WITH THE FDOT SPECIFICATIONS, LATEST EDITION. THE FIRST JOINT OF PIPE ENTERING OR LEAVING A MANHOLE OR INLET SHALL BE WRAPPED WITH FILTER FABRIC PER FDOT SPECIFICATIONS.
	20. CORRUGATED ALUMINUM PIPE SHALL MEET THE REQUIREMENTS OF AASHTO M196 AND SECTIONS 125, 430 AND 943 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
	21. MEASUREMENT OF THE LENGTH OF PIPE SHALL BE FROM THE CENTER OF THE STRUCTURE TO THE CENTER OF THE STRUCTURE.
	22. PIPE BACKFILL -- REQUIREMENTS FOR PIPE BACKFILL CROSSING ROADS OR PARKING AREAS SHALL BE DEFINED IN THE FDOT SPECIFICATIONS, LATEST EDITION. PIPELINE BACKFILL SHALL BE PLACED IN SIX INCH LIFTS AND COMPACTED TO 100% OF THE STANDARD PROCTOR (AASHTO) T-99 SPECIFICATIONS.
	23. THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER THREE (3) CERTIFIED COPIES OF A CHEMICAL AND SIEVE ANALYSIS OF THE SHELL ROCK BY A STATE OF FLORIDA CERTIFIED LAB WHEN CONSTRUCTING A SHELL ROCK BASE FOR ROADWAY.
	24. PRIOR TO CERTIFICATION OF THE DRAINAGE SYSTEM, THE CONTRACTOR MUST PUMP DOWN AND LAMP THE DRAINAGE SYSTEM FOR INSPECTION BY THE ENGINEER AFTER FINISHED ROCK FOR THE ROADWAYS HAS BEEN INSTALLED.

GENERAL NOTES	
1. CONTRACTOR SHALL PROTECT ALL PERMANENT REFERENCE MONUMENTS AND TAKE ALL PRECAUTIONS NECESSARY TO AVOID SURVEY MARKERS DURING CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACEMENT OF PERMANENT REFERENCE MONUMENTS DISTURBED DURING CONSTRUCTION, AT NO ADDITIONAL COST TO THE OWNER.	AS PAVING SHALL DEVELOP 3000 p.s.i. (MINIMUM) 28 DAYS COMPRESSIVE STRENGTH.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UNDERGROUND UTILITIES WHETHER OR NOT SHOWN ON THE PLANS. UTILITIES SHOWN ON THE PLANS ARE FOR REFERENCE ONLY AND MAY NOT DEPICT ACTUAL LOCATIONS. CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES FOR LOCATION AND DEPTH OF THEIR LINES PRIOR TO CONSTRUCTION.	11. ALL UTILITY CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE LOCAL UTILITY.
3. CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE AND PAY FOR THE DEENERGIZING OF POWER LINES AND/OR HOLDING POWER POLES DURING CONSTRUCTION AT NO ADDITIONAL COST TO THE OWNER.	12. ENVIRODESIGN ASSOC. INC. SHALL NOT BE RESPONSIBLE FOR THE SAFETY OF THE WORKERS OR THE GENERAL PUBLIC. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING SAFETY TO THE WORKERS IN ACCORDANCE WITH OCCUPATIONAL SAFETY & HEALTH ADMINISTRATIONS (OSHA) REQUIREMENTS AND THE SAFETY OF THE GENERAL PUBLIC.
4. CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE AND PAY FOR THE REPLACEMENT OF TRAFFIC LOOPS IF DAMAGED DURING CONSTRUCTION AT NO ADDITIONAL COST TO THE OWNER.	13. ALL MATERIALS AND WORKMANSHIP MUST BE IN ACCORDANCE WITH THE LOCAL UTILITY STANDARDS AND SPECIFICATIONS.
5. ALL ELEVATIONS REFER TO N.A.V.D. 1988. MINIMUM FINISHED FLOOR ELEVATION FOR ANY RESIDENTIAL STRUCTURE SHALL BE SET AT OR ABOVE ELEVATION 17.0' (WHICH IS ABOVE THE 100-YEAR FREQUENCY STORM & AVERAGE CROWN OF ROAD + 18").	14. THE CONTRACTOR SHALL CALL SUNSHINE 1-800-432-4770 48 HOURS BEFORE DIGGING FOR FIELD LOCATIONS OF UNDERGROUND UTILITIES.
6. SHOP DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW PRIOR TO CONSTRUCTION OR INSTALLATION AS REQUIRED BY THE ENGINEER OR BY THE APPROPRIATE GOVERNING AGENCIES.	15. CORRUGATED ALUMINUM PIPE USED BENEATH PAVEMENT SHALL BE IN CONFORMANCE WITH SEC. 8.24.E.5.i
7. CONTRACTOR SHALL BE RESPONSIBLE TO SECURE AND PAY FOR, AT NO ADDITIONAL COST TO THE OWNER, ALL NECESSARY PERMITS, FEES AND LICENSES.	16. ALL CONSTRUCTION ACTIVITY, INCLUDING TRENCHING, IS TO BE A MINIMUM OF SIX FEET FROM THE BASE OF ANY TREE THAT IS DESIGNATED TO REMAIN.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR GIVING THE REQUIRED NOTICES AND COMPLYING WITH ALL PERMIT(S) CONDITIONS.	17. ALL LIMEROCK AND BASE MATERIALS SHALL BE REMOVED FROM THE PLANTER AREAS/ISLANDS AND REPLACED WITH APPROPRIATE PLANTING SOIL PRIOR TOT THE LANDSCAPING OF THE SITE.
9. CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE AND PAY FOR THE HOLDING OF OTHER UTILITY POLES DURING CONSTRUCTION AT NO ADDITIONAL COST TO THE OWNER.	18. THE REMOVAL OF ANY TREE ON THE SITE IS PROHIBITED WITHOUT THE REQUIRED PERMITS.
10. ALL CONCRETE SHALL DEVELOP 2500 p.s.i. (MINIMUM) 28 DAY COMPRESSIVE STRENGTH OR GREATER WHERE NOTED ON PLANS. CLASS I CONCRETE SHALL CONFORM WITH THE FDOT SPECIFICATIONS, LATEST EDITION. CLASS I CONCRETE USED	19. ALL MATERIALS AND CONSTRUCTION WITHIN THE FDOT RIGHT-OF-WAY SHALL CONFORM TO THE FDOT DESIGN STANDARDS FOR DESIGN, CONSTRUCTION, MAINTENANCE AND UTILITY OPERATIONS ON THE STATE HIGHWAY SYSTEM (LATEST ED.).
	20. LANE CLOSURES WITHIN THE FDOT RIGHT-OF-WAY SHALL BE LIMITED TO THE HOURS OF 9AM-3PM, MONDAY-FRIDAY EXCLUDING GOVERNMENTAL HOLIDAYS. MAINTENANCE OF TRAFFIC SHALL BE PROVIDED IN ACCORDANCE WITH INDEX 613 OF THE FDOT DESIGN STANDARDS (LATEST ED.)



Know what's below.  
Call before you dig.

CALL 48 HOURS BEFORE YOU DIG.  
IT'S THE LAW  
1-800-432-4770  
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

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ENGINEER REPRESENTING ENVIRODESIGN ASSOCIATES, INC.

"NOT FOR CONSTRUCTION"


BY:

REVISIONS:

NO.

DATE:

NOT VALID WITHOUT  
ENGINEER'S SEAL

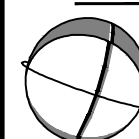


GENERAL NOTES FOR:

SINGLE FAMILY RESIDENCE

3805 S OCEAN BOULEVARD

HIGHLAND BEACH, FLORIDA

EnviroDesign  
Associates Inc.  
www.envirodesign.com

ENGINEERS • ENVIRONMENTAL CONSULTANTS

FLORIDA CERTIFICATE OF AUTHORIZATION No. 6506  
298 Pineapple Grove Way Delray Beach, Florida 33444  
Phone: (561) 274-6500 Fax: (561) 274-8558

DRAWN:  
B.A.B.

CHECKED:  
J.A.P.

DATE:  
07/28/22

JOB NO.  
21093-2-DTL

SHEET NO.  
3 OF 4

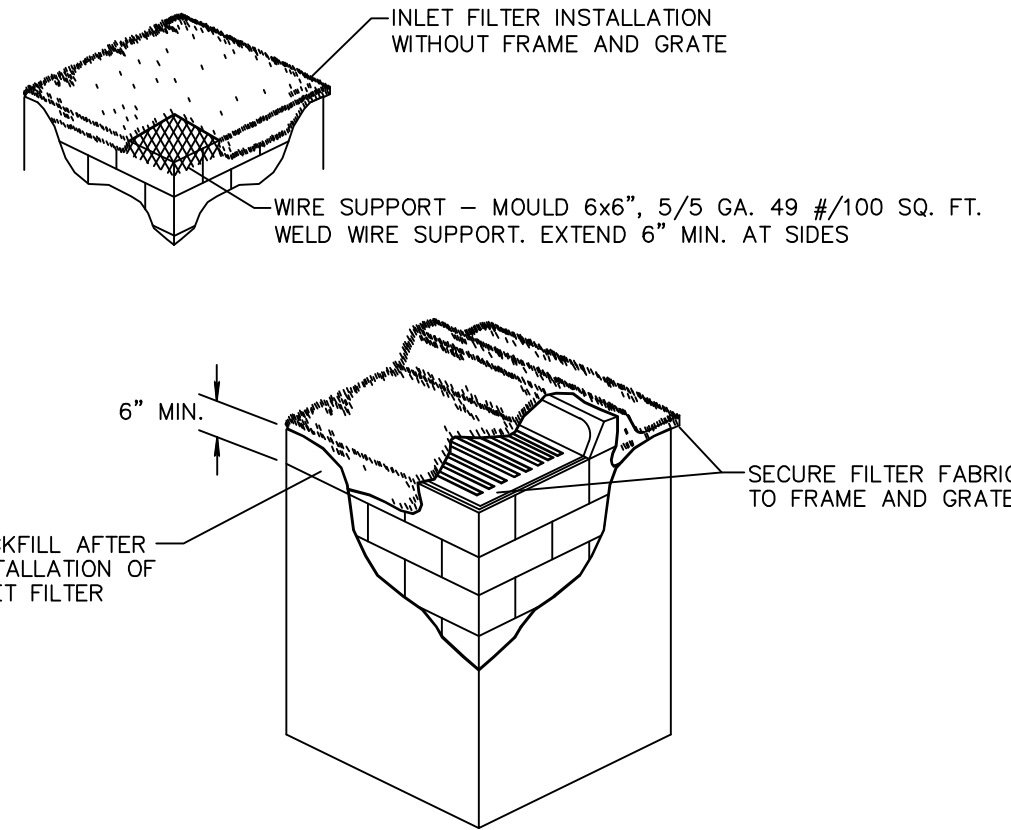
07/28/2022 10:00:05 AM

Rosie Evert

2/13/2023

0:\2022\21093-2 - 3805 South Ocean Blvd-B1 Architect-Bonner\DWG\21093-2-DTL.dwg, 7/28/2022 1:10:52 PM, ARCH full bleed D (24.00 x 36.00 inches)





**NOTES:**

- CONTRACTOR IS TO CLEAN INLET FILTER AFTER EVERY STORM.
- CONTRACTOR TO REMOVE FABRIC JUST PRIOR TO PAVING.

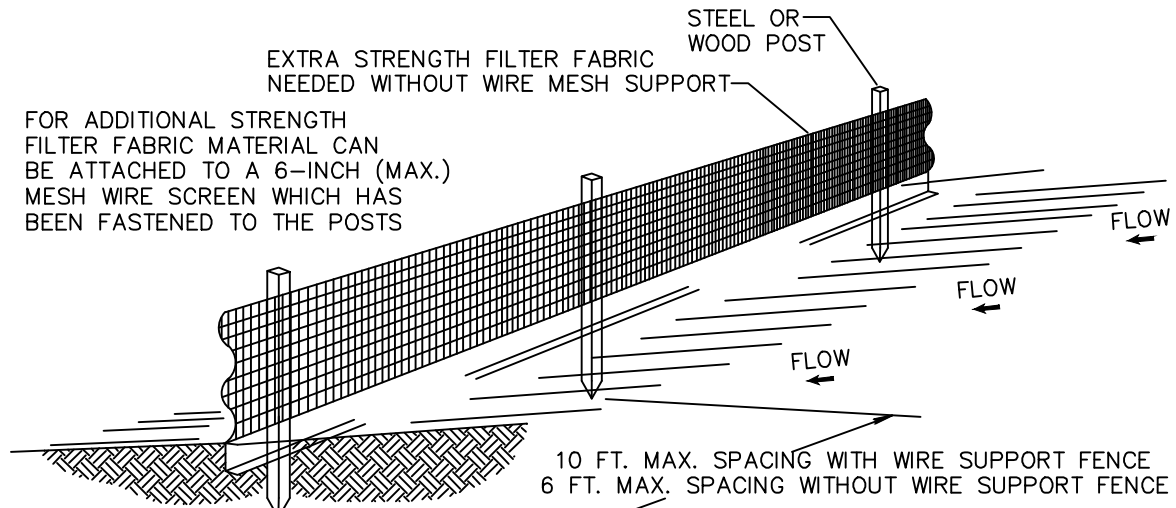
A SEDIMENT TRAP WILL BE EXCAVATED BEHIND THE CURB AT THE INLET. THE BASIN SHALL BE AT LEAST 12 TO 14 INCHES IN DEPTH, APPROXIMATELY 36 INCHES IN WIDTH, AND APPROXIMATELY 7 TO 10 FEET IN LENGTH PARALLEL TO THE CURB.

STORM WATER WILL REACH THE SEDIMENT TRAP VIA CURB CUTS ADJACENT TO EACH SIDE OF THE INLET STRUCTURE. THESE OPENINGS SHALL BE AT LEAST 12 INCHES IN LENGTH. STORM WATER MAY ALSO REACH THE BASIN VIA OVERLAND FLOW LAND AREA BEHIND THE CURB. THE CURB CUTS SHALL BE REPAIRED WHEN THE SEDIMENT TRAP IS REMOVED.

INLET FILTER DETAIL

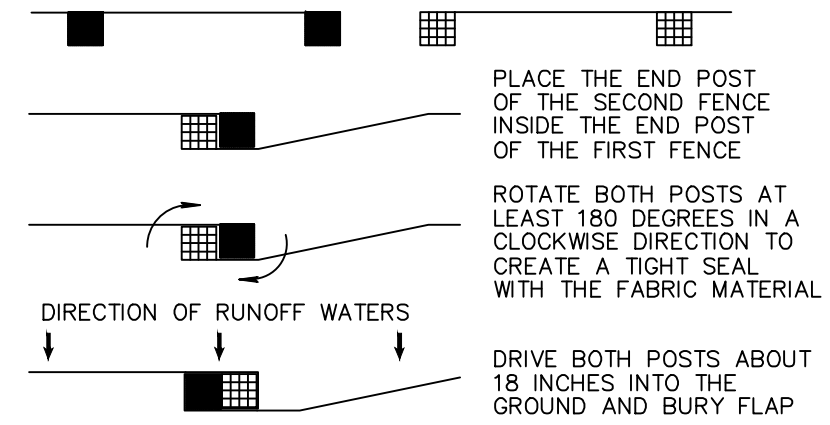
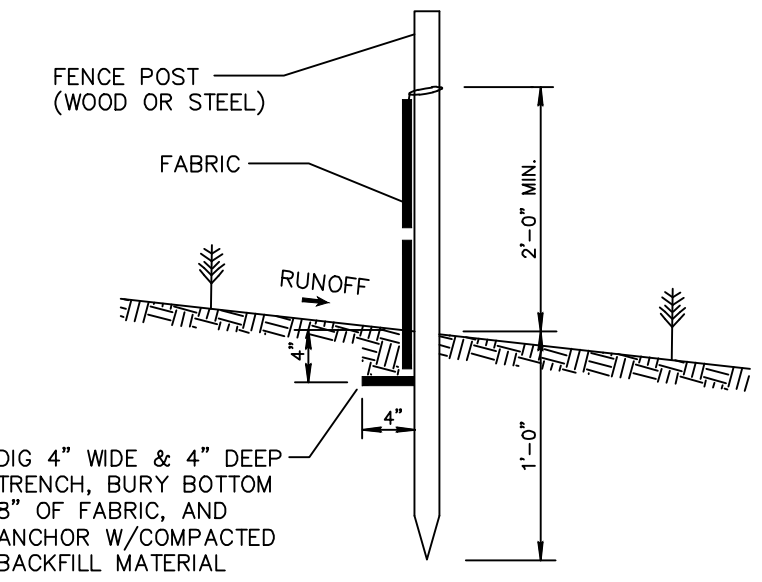
- THE INTENT OF EROSION CONTROL MEASURES INDICATED GRAPHICALLY ON PLANS IS TO PROVIDE A BARRIER TO CONTAIN SILT AND SEDIMENT ON THE PROJECT SITE. THIS REPRESENTATION IS PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR. THE TEST OF EROSION CONTROL EFFECTIVENESS IS NOT TO BE DETERMINED BY ADHERENCE TO THE REPRESENT SET FORTH ON THE DRAWINGS AND SPECIFICATIONS, BUT BY MEETING THE REGULATIONS SET FORTH BY THE AUTHORITY HAVING JURISDICTION OVER WATER QUALITY CONTROL AND OTHER SEDIMENTATION RESTRICTION REQUIREMENTS IN THE REGION.
- APPROVED EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY CLEARING, GRADING, EXCAVATION, FILLING, OR OTHER LAND DISTURBANCE ACTIVITIES, EXCEPT THOSE OPERATIONS NEEDED TO INSTALL SUCH MEASURES.
- INSPECTION OF ALL EROSION CONTROL MEASURES SHALL BE CONDUCTED WEEKLY, OR AFTER EACH RAINFALL EVENT. REPAIR, AND/OR REPLACEMENT OF SUCH MEASURES SHALL BE MADE PROMPTLY, AS NEEDED.
- KEEP DUST WITHIN TOLERABLE LIMITS BY SPRINKLING OR OTHER ACCEPTABLE MEANS.
- ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES MAY BE REQUIRED IF DEEMED NECESSARY BY ONSITE INSPECTION.
- FAILURE TO PROPERLY INSTALL AND MAINTAIN EROSION CONTROL PRACTICES SHALL RESULT IN CONSTRUCTION BEING HALTED.
- DRAINAGE INLETS SHALL BE PROTECTED BY FILTER AND GRADED ROCK AS PER INLET PROTECTION DETAIL.
- ANY ACCESS ROUTES TO SITE SHALL BE BASED WITH CRUSHED STONE, WHERE PRACTICAL.
- EROSION CONTROL MEASURES ARE TO BE MAINTAINED UNTIL PERMANENT GROUND COVER IS ESTABLISHED.
- WHENEVER FEASIBLE, NATURAL VEGETATION SHALL BE RETAINED AND PROTECTED.
- ALL WORK IS TO BE IN COMPLIANCE WITH THE RULES AND REGULATIONS SET FORTH BY THE STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE CITY OF DELRAY BEACH.
- DISCHARGE FROM DEWATERING OPERATIONS SHALL BE RETAINED ONSITE IN A CONTAINMENT AREA.

EROSION CONTROL NOTES DETAIL



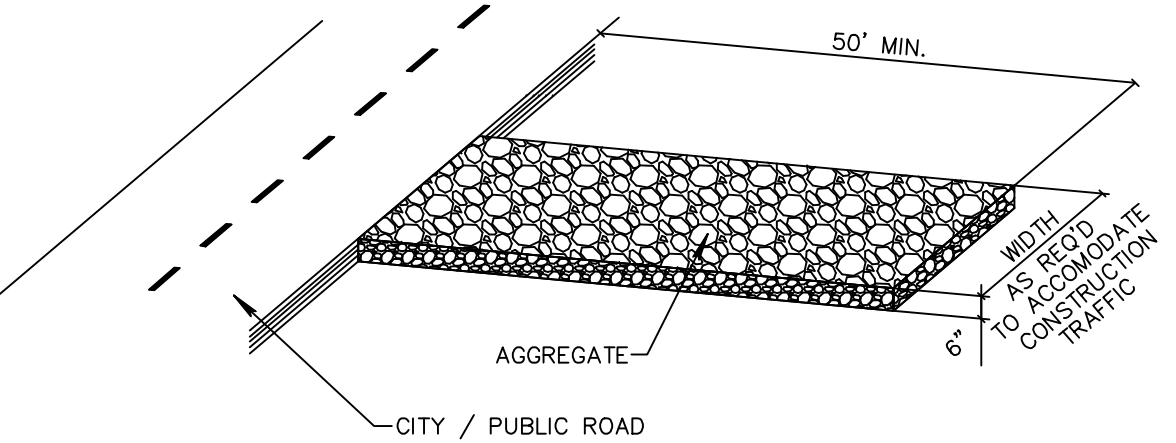
- NOTES:**
- THE HEIGHT OF A SILT FENCE SHALL NOT EXCEED 36 INCHES (90 CM).
  - THE FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL CUT TO THE LENGTH OF THE BARRIER TO AVOID THE USE OF JOINTS.
  - POSTS SHALL BE SPACED A MAXIMUM OF 10 FEET (3 M) APART AT THE BARRIER LOCATION AND DRIVEN SECURELY INTO THE GROUND A MINIMUM OF 12 INCHES (30 CM). WHEN EXTRA STRENGTH FABRIC IS USED WITHOUT THE WIRE SUPPORT FENCE, POST SPACING SHALL NOT EXCEED 6 FEET (1.8 M).
  - A TRENCH SHALL BE EXCAVATED APPROXIMATELY 4 INCHES (10 CM) WIDE AND 4 INCHES (10 CM) DEEP ALONG THE LINE OF POSTS AND UPSLOPE FROM THE BARRIER.
  - WHEN STANDARD STRENGTH FILTER FABRIC IS USED, A WIRE MESH SUPPORT FENCE SHALL BE FASTENED SECURELY TO THE UPSLOPE SIDE OF THE POSTS USING HEAVY DUTY WIRE STAPLES AT LEAST 1 INCH (25 MM) LONG, TIE WIRES, OR HOG RINGS. THE WIRE SHALL EXTEND INTO THE TRENCH A MINIMUM OF 2 INCHES (5 CM) AND SHALL NOT EXTEND MORE THAN 36 INCHES (90 CM) ABOVE THE ORIGINAL GROUND SURFACE.
  - THE STANDARD STRENGTH FILTER FABRIC SHALL BE STAPLED OR WIRED TO THE FENCE, AND 8 INCHES (20 CM) OF THE FABRIC SHALL BE EXTENDED INTO THE TRENCH. THE FABRIC SHALL NOT EXTEND MORE THAN 36 INCHES (90 CM) ABOVE THE ORIGINAL GROUND SURFACE.
  - THE TRENCH SHALL BE BACKFILLED AND THE SOIL COMPACTED OVER THE FILTER FABRIC.
  - ALL PROJECTS REQUIRE SUBMITTAL OF POLLUTION PREVENTION PLAN (PPP).
  - ALL PROJECTS 1 AC. OR MORE MUST SUBMIT NOTICE OF INTENT (NOI) TO FDEP.

SILT FENCE INSTALLATION DETAIL  
Sheet 1 of 2



ATTACHING TWO SILT FENCES  
NOT TO SCALE

SILT FENCE INSTALLATION DETAIL  
Sheet 2 of 2

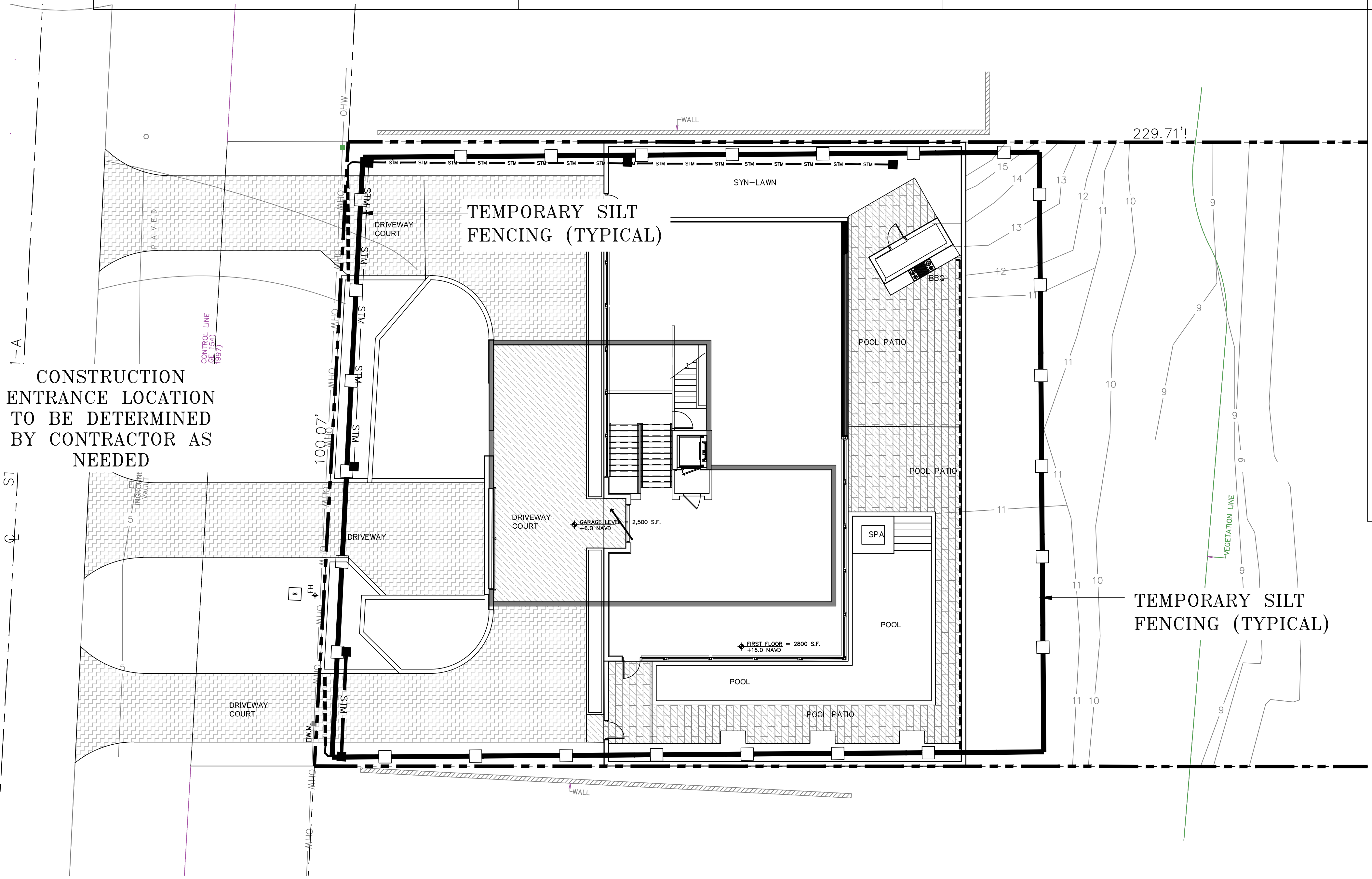


**NOTE:**

A CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED AND CONTAIN AN AGGREGATE LAYER (FDOT AGGREGATE NO.1), AT LEAST 6-INCHES THICK. IT MUST EXTEND TO THE WIDTH OF THE VEHICULAR INGRESS AND EGRESS AREA.

STABILIZED CONSTRUCTION ENTRANCE DETAIL

CONSTRUCTION  
ENTRANCE LOCATION  
TO BE DETERMINED  
BY CONTRACTOR AS  
NEEDED



TEMPORARY SILT  
FENCING (TYPICAL)

CALL 48 HOURS BEFORE YOU DIG.  
IT'S THE LAW  
1-800-432-4770  
SUNSHINE STATE ONE CALL OF FLORIDA, INC.



SCALE: 1" = 10'

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ENGINEER REPRESENTING ENVIRODESIGN ASSOCIATES, INC.

POLLUTION PREVENTION PLAN FOR:  
SINGLE FAMILY RESIDENCE  
3805 S. OCEAN BOULEVARD  
HIGHLAND BEACH, FLORIDA

EnviroDesign  
Associates Inc.  
www.envirodesign.com  
ENGINEERS • ENVIRONMENTAL CONSULTANTS  
FLORIDA CERTIFICATE OF AUTHORIZATION No. 6506  
298 Pineapple Grove Way Delray Beach, Florida 33444  
Phone: (561) 274-8550 Fax: (561) 274-8558

DRAWN:  
B.A.B.  
CHECKED:  
J.A.P.  
DATE:  
07/28/22  
JOB NO.  
21093-2-ENG  
SHEET NO.  
4 OF 4

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DRIVEWAY/CONNECTION APPLICATION**  
**FOR ALL CATEGORIES**

**OFFICE USE ONLY**

Application Number: \_\_\_\_\_

Category: \_\_\_\_\_

Section/Mile Post: \_\_\_\_\_

Section/Mile Post: \_\_\_\_\_

Received By: \_\_\_\_\_  
FDOT STAFF (TYPE OR PRINT)

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

State Road: \_\_\_\_\_

State Road: \_\_\_\_\_

**Instructions – To Applicant**

- ) Contact the Department of Transportation to determine what plans and other documents you are required to submit with your application.
- ) Complete this form (some questions may not apply to you) and attach all necessary documents and submit it to the Department of Transportation.
- ) For help with this form contact your local Maintenance or District Office.
  - ) Or visit our website at <https://osp.fdot.gov/> for the contact person and phone number in your area.
  - ) You may also email – [driveways@dot.state.fl.us](mailto:driveways@dot.state.fl.us)
  - ) Or call your District or local Florida Department of Transportation Office and ask for Driveway Permits.

Please print or type

**APPLICANT:**

**Check one:**

☒ Owner      ☐ Lessee      ☐ Contract to Purchase

Name: Susan B. Zessin, Trustee

Responsible Officer or Person: John G. Zessin 2012 Gifting Trust

If the Applicant is a Company or Organization, Name: \_\_\_\_\_

Address: 3805 South Ocean Boulevard

City, State: Highland Beach, FL

Zip: 33487 Phone: 561-445-1258 Fax: \_\_\_\_\_

Email: josh@oceanbluecustomhomes.coml

**LAND OWNER:** (If not applicant)

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

If the Applicant is a Company or Organization, Name: \_\_\_\_\_

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

City, State: \_\_\_\_\_

Zip: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DRIVEWAY/CONNECTION APPLICATION  
FOR ALL CATEGORIES**

**AUTHORIZED REPRESENTATIVE:** If specified by Applicant to handle, represent, sign, and file the application –  
**NOTE:** A notarized letter of authorization must be provided with the Application.

Name: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State: \_\_\_\_\_  
Zip: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

Address of property to be served by permit (if known):  
3805 South Ocean Boulevard, Highland Beach, FL 33487

If address is not known, provide distance from nearest intersecting public street (such as, 500 feet south of Main St.)

Check here if you are requesting a

☐ new driveway      ☒ temporary driveway      ☐ modification to existing driveway      ☐ safety upgrade

Does the property owner own or have any interests in any adjacent property?

☒ No    ☐ Yes, if yes – please describe:

Are there other existing or dedicated public streets, roads, highways or access easements bordering or within the property?

☒ No    ☐ Yes, if yes – list them on our plans and indicate the proposed and existing access points.

Local Government Development Review or Approval Information:

Local Government Contact: Building Official

Name: Jeff Remas

Government Agency: Town of Highland Beach

Phone #: 561-278-4540



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DRIVEWAY/CONNECTION APPLICATION  
 FOR ALL CATEGORIES**

If you are requesting commercial or industrial access, please indicate the types and number of businesses and provide the floor area square footage of each. Use additional sheets if necessary.

Business (Name and Type)	Square Footage	Business (Name and Type)	Square Footage
1. x	x	3.	
2.		4.	

If you are requesting a residential development access, what is the type (single family, apartment, townhouse) and number of units?

Type	Number of Units
Single Family Residence	1

Provide an estimate of the daily traffic volume anticipated for the entire property at build out. (An individual single family home, duplex, or quad-plex is not required to complete this section).

Daily Traffic Estimate = 10 (Use the latest Institute of Transportation Engineers (ITE) Trip Generation Report)

If you used the ITE Trip Generation Report, provide the land use code, independent variable, and reference page number.

ITE Land Use Code	Independent Variable	ITE Report page number reference PBC Table
210	10	

Check with the Florida DOT Office where you will return this form to determine which of the following documents are required to complete the review of your application.

Plans should be 11" x 17" (scale 1" x 50') Note: No plans larger than 24" x 36" will be accepted a) Highway and driveway plan profile b) Drainage plan showing impact to the highway right-of-way c) Map and letters detailing utility locations before and after Development in and along the right of way d) Subdivision, zoning, or development plans e) Property map indicating other access, bordering roads and streets	f) Proposed access design g) Parcel and ownership maps including easements (Boundary Survey) h) Signing and striping plans i) Traffic Control/Maintenance of Traffic plan j) Proof of liability insurance k) Traffic Impact Study l) Cross section of roadway every 100' if exclusive turn lanes are required
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

### Important Notices to Applicant Before Signing Application

**The Department Reserves The Right To Change Traffic Features And Devices In Right Of Way At Any Time**  
 Proposed traffic control features and devices in the right of way, such as median openings and other traffic control devices, are not part of the connection(s) to be authorized by a connection permit. The Department reserves the right to change these features and devices in the future in order to promote safety in the right of way or efficient traffic operations on the highway. Expenditure by the applicant of monies for installation or maintenance of such features or devices shall not create any interest in the maintenance of such features or devices.

**Significant Changes In Property Use Must Undergo Further Review**  
 If an access permit is issued to you it will state the terms and conditions for its use. Significant changes in the use as defined in Section 335.182(3), Florida Statutes, of the permitted access not consistent with the terms and conditions listed on the permit may be considered a violation of the permit.

**All Information I Give Is Accurate**  
 I certify that I am familiar with the information contained in this application and that to the best of my knowledge and belief, such information is true, complete and accurate.

**Starting Work On The Driveway Connection After I Get My Permit Means I Accept All the Conditions In My Permit**  
 I will not begin work on the connection until I receive my Permit and I understand all the conditions of the Permit. When I begin work on the connection, I am accepting all conditions listed in my Permit.

Applicant Name (Printed): Susan B. Zessin

Applicant's signature: Susan B. Zessin Date: 5.25.22























STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DRIVEWAY/CONNECTION PERMIT**  
**FOR ALL CATEGORIES**

**PART 1: PERMIT INFORMATION**

Application Number: \_\_\_\_\_

Permit Category: \_\_\_\_\_ Access Classification: \_\_\_\_\_

Project: \_\_\_\_\_

Permittee: \_\_\_\_\_

Section/Mile Post: \_\_\_\_\_ State Road: \_\_\_\_\_

Section/Mile Post: \_\_\_\_\_ State Road: \_\_\_\_\_

**PART 2: PERMITTEE INFORMATION**

Permittee Name: Susan B. Zessin, Trustee of the John G. Zessin 2012 Gifting Trust

Permittee Mailing Address: 3805 SOUTH OCEANBOULEVARD

City, State, Zip: HIGHLAND BEACH, FL 33483

Telephone: 561-445-1258

Engineer/Consultant/or Project Manager: EnviroDesign Associates, Inc.

Engineer responsible for construction inspection: Joseph A. Pike, PE 24696  
NAME P.E. #

Mailing Address: 298 Pineapple Grove Way

City, State, Zip: Delray Beach, FL 33444

Telephone: 561-274-6500 Mobile Phone: \_\_\_\_\_

**PART 3: PERMIT APPROVAL**

The above application has been reviewed and is hereby approved subject to all Provisions as attached.

Permit Number: \_\_\_\_\_  
Department of Transportation

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

Department Representative's Name: \_\_\_\_\_

Temporary Permit: ☐ YES ☐ NO (If temporary, this permit is only valid for 6 months)

Special provisions attached: ☐ YES ☐ NO

Date of Issuance: \_\_\_\_\_

If this is a normal (non-temporary) permit it authorizes construction for one year from the date of issuance. This can only be extended by the Department as specific in 14-96.007(6).

**See following pages for General and Special Provisions**

Approved  
 2022-A-496-00058  
 Rosie Evert  
 2/13/2023

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DRIVEWAY/CONNECTION PERMIT**  
**FOR ALL CATEGORIES**

**PART 4: GENERAL PROVISIONS**

1. Notify the Department of Transportation Maintenance Office at least 48 hours in advance of starting proposed work.  
Phone: \_\_\_\_\_, Attention: \_\_\_\_\_
2. A copy of the approved permit must be displayed in a prominent location in the immediate vicinity of the connection of construction.
3. Comply with Rule 14-96.008(1), F.A.C., Disruption of Traffic.
4. Comply with Rule 14-96.008(7), F.A.C., on Utility Notification Requirements.
5. All work performed in the Department's right of way shall be done in accordance with the most current Department standards, specifications and the permit provisions.
6. The permittee shall not commence use of the connection prior to a final inspection and acceptance by the Department.
7. Comply with Rule 14-96.003(3)(a), F.A.C., Cost of Construction.
8. If a Significant Change of the permittee's land use, as defined in Section 335.182, Florida Statutes, occurs, the Permittee must contact the Department.
9. Medians may be added and median openings may be changed by the Department as part of a Construction Project or Safety Project. The provision for a median might change the operation of the connection to be for right turns only.
10. All conditions in NOTICE OF INTENT WILL APPLY unless specifically changed by the Department.
11. All approved connection(s) and turning movements are subject to the Department's continuing authority to modify such connection(s) or turning movements in order to protect safety and traffic operations on the state highway or State Highway System.
12. **Transportation Control Features and Devices in the State Right of Way.** Transportation control features and devices in the Department's right of way, including, but not limited to, traffic signals, medians, median openings, or any other transportation control features or devices in the state right of way, are operational and safety characteristics of the State Highway and are not means of access. The Department may install, remove or modify any present or future transportation control feature or device in the state right of way to make changes to promote safety in the right of way or efficient traffic operations on the highway.
13. The Permittee for him/herself, his/her heirs, his/her assigns and successors in interest, binds and is bound and obligated to save and hold the State of Florida, and the Department, its agents and employees harmless from any and all damages, claims, expense, or injuries arising out of any act, neglect, or omission by the applicant, his/her heirs, assigns and successors in interest that may occur by reason of this facility design, construction, maintenance, or continuing existence of the connection facility, except that the applicant shall not be liable under this provision for damages arising from the sole negligence of the Department.
14. The Permittee shall be responsible for determining and notify all other users of the right of way.
15. Starting work on the State Right of Way means that I am accepting all conditions on the Permit.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DRIVEWAY/CONNECTION PERMIT  
FOR ALL CATEGORIES****PART 5: SPECIAL PROVISIONS**NON-CONFORMING CONNECTIONS: ☐ YES ☐ NO

If this is a non-conforming connection permit, as defined in Rule Chapters 14-96 and 14-97, then the following shall be a part of this permit.

1. The non-conforming connection(s) described in this permit is (are) not permitted for traffic volumes exceeding the Permit Category on page 1 of this permit, or as specified in "Other Special Provisions" below.
2. All non-conforming connections will be subject to closure or relocation when reasonable access becomes available in the future.

OTHER SPECIAL PROVISIONS:**PART 6: APPEAL PROCEDURES**

You may petition for an administrative hearing pursuant to sections 120.569 and 120.57, Florida Statutes. If you dispute the facts stated in the foregoing Notice of Intended Department Action (hereinafter Notice), you may petition for a formal administrative hearing pursuant to section 120.57(1), Florida Statutes. If you agree with the facts stated in the Notice, you may petition for an informal administrative hearing pursuant to section 120.57(2), Florida Statutes. You must file the petition with:

Clerk of Agency Proceedings  
Department of Transportation  
Haydon Burns Building  
605 Suwannee Street, M.S. 58  
Tallahassee, Florida 32399-0458

The petition for an administrative hearing must conform to the requirements of Rule 28-106.201(2) or Rule 28-106.301(2), Florida Administrative Code, and be filed with the Clerk of Agency Proceedings by 5:00 p.m. no later than 21 days after you received the Notice. The petition must include a copy of the Notice, be legible, on 8 1/2 by 11 inch white paper, and contain:

1. Your name, address, telephone number, any Department of Transportation identifying number on the Notice, if known, the name and identification number of each agency affected, if known, and the name, address, and telephone number of your representative, if any, which shall be the address for service purposes during the course of the proceeding.
2. An explanation of how your substantial interests will be affected by the action described in the Notice;
3. A statement of when and how you received the Notice;
4. A statement of all disputed issues of material fact. If there are none, you must so indicate;
5. A concise statement of the ultimate facts alleged, including the specific facts you contend warrant reversal or modification of the agency's proposed action, as well as an explanation of how the alleged facts relate to the specific rules and statutes you contend require reversal or modification of the agency's proposed action;
6. A statement of the relief sought, stating precisely the desired action you wish the agency to take in respect to the agency's proposed action.

If there are disputed issues of material fact a formal hearing will be held, where you may present evidence and argument on all issues involved and conduct cross-examination. If there are no disputed issues of material fact an informal hearing will be held, where you may present evidence or a written statement for consideration by the Department.

Mediation, pursuant to section 120.573, Florida Statutes, may be available if agreed to by all parties, and on such terms as may be agreed upon by all parties. The right to an administrative hearing is not affected when mediation does not result in a settlement.

Your petition for an administrative hearing shall be dismissed if it is not in substantial compliance with the above requirements of Rule 28-106.201(2) or Rule 28-106.301(2), Florida Administrative Code. If you fail to timely file your petition in accordance with the above requirements, you will have waived your right to have the intended action reviewed pursuant to chapter 120, Florida Statutes, and the action set forth in the Notice shall be conclusive and final.



This instrument prepared by and return to:  
Robert I. MacLaren, II  
Attorney at Law  
Osborne & Osborne, P.A.  
Post Office Drawer 40  
Boca Raton, Florida 33429  
File No.: 21-28989  
Parcel Control No.: 24-43-47-04-00-001-0082

**TRUSTEE'S DEED**

**THIS INDENTURE** made and entered into as of the 10th day of May 2021, between **STEPHEN SALMON**, as Successor Trustee of the **Donald K. Rex Trust** dated **August 27, 2008**, as amended and **STEPHEN SALMON**, as Successor Trustee of the **Mary F. Rex Credit Shelter Trust** under Agreement dated **August 27, 2008**, as amended, "Grantor", and **Susan B. Zessin**, Trustee of the **John G. Zessin 2012 Gifting Trust** dated **December 13, 2012**, "Grantee", whose mailing address is **3805 South Ocean Boulevard, Highland Beach, FL 33487**.

**WITNESSETH:**

THAT the said Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, to Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, Grantee's heirs and assigns, forever, the following described land, situate, lying and being in the County of Palm Beach, State of Florida, to-wit:

**The South 100 feet of the North 950 feet of Government Lot 1, lying East of State Road Right-of-Way A1A and being in Section 4, Township 47 South, Range 43 East, Palm Beach County, Florida**

SUBJECT TO taxes for 2021 and subsequent years, and easements, restrictions, reservations, limitations and all other matters of record which are not reimposed hereby.

TO HAVE AND TO HOLD the same unto the said Grantee, Grantee's heirs, successors, and assigns, in fee simple forever.

("Grantor" and "Grantee" are used for singular and plural, as context requires.)

AND Grantor does covenant to and with Grantee and the Grantee's heirs and assigns, that in all things preliminary to and in and about the sale and this conveyance, the laws of the State of Florida have been followed and complied with in all respects. Grantor covenants with the Grantee that Grantor has good right and lawful authority to sell and convey the property and Grantor warrants the title to the property for any acts of

Approved  
2022-A-496-00058  
Rosie Evert  
2/13/2023

the Grantor and will defend title against the lawful claims of all persons claiming by, through or under the Grantor.

THE ABOVE-DESCRIBED PROPERTY IS NOT THE HOMESTEAD OF THE GRANTOR HEREIN NOR ANYONE DEPENDENT UPON THE GRANTOR, AS DEFINED BY THE CONSTITUTION OF THE STATE OF FLORIDA, NOR IS IT CONTIGUOUS THERETO AND SAID GRANTOR'S PERMANENT DOMICILE IS STATED BELOW HIS RESPECTIVE SIGNATURE HEREUNDER.

IN WITNESS WHEREOF, the Grantor has executed this Trustee's Deed as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Signature

Print Name

Signature

Print Name

**STEPHEN SALMON, as Successor  
Trustee of the Donald K. Rex Trust  
dated August 27, 2008, as amended  
and STEPHEN SALMON, as  
Successor Trustee of the Mary F. Rex  
Credit Shelter Trust under Agreement  
dated August 27, 2008, as amended**

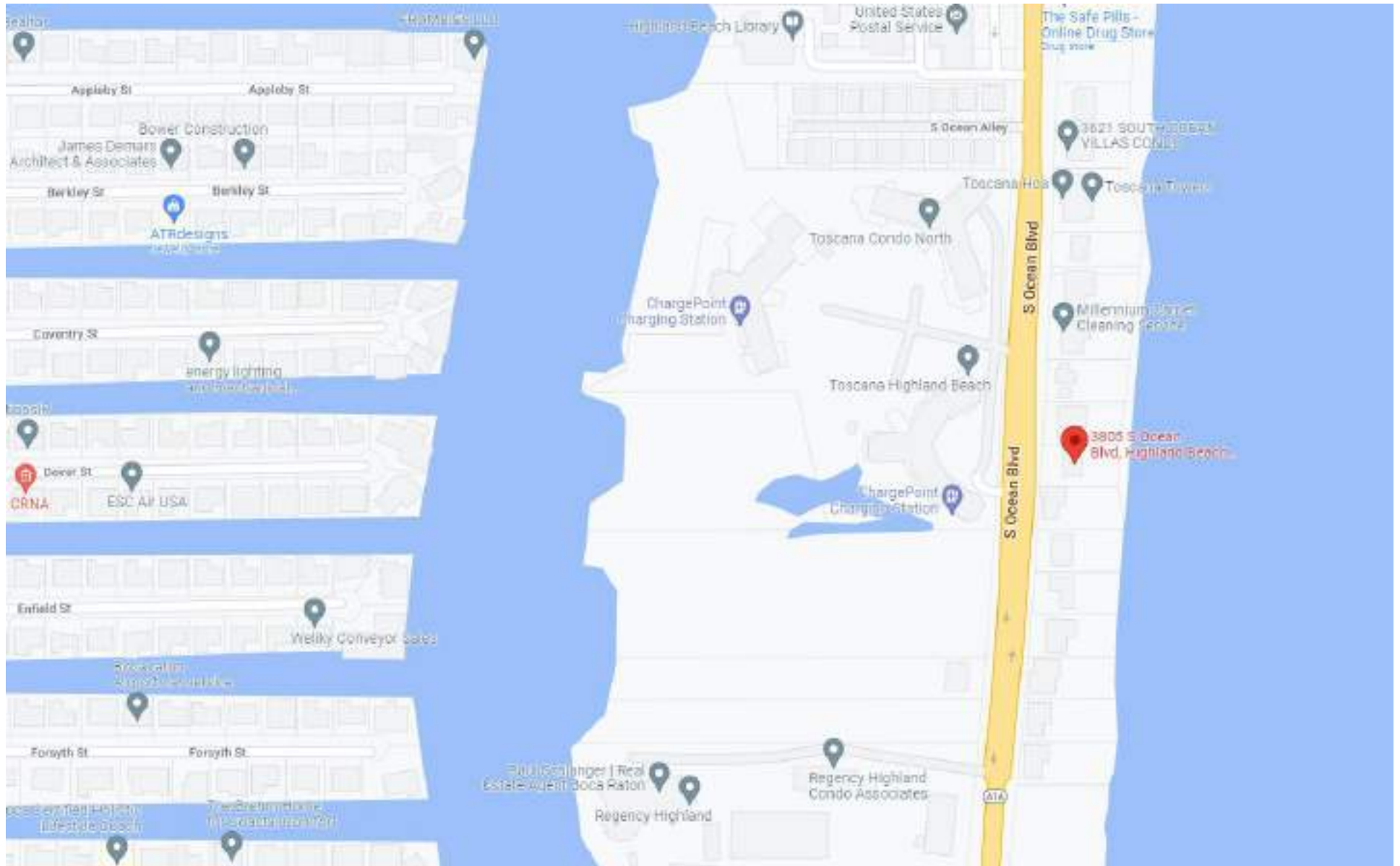
Address: 951 Southern Pines Drive  
Edicott, NY 13760

STATE OF New York  
COUNTY OF Monroe

The foregoing instrument was sworn to, subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization by **STEPHEN SALMON, as Successor Trustee of the Donald K. Rex Trust dated August 27, 2008, as amended and STEPHEN SALMON, as Successor Trustee of the Mary F. Rex Credit Shelter Trust under Agreement dated August 27, 2008, as amended**, ☐ who is personally known to me, or ☒ who has produced Ms. Dole as identification, on this 7<sup>th</sup> day of May 2021.

Notary Public

PAMELA A. HUEY  
NOTARY PUBLIC STATE OF NEW YORK  
MONROE  
LIC. #01HUS023768  
COMM. EXP. 02/13/2023



Approved  
2022-A-496-00058  
Rosie Evert  
2/13/2023

**SPECIAL PROVISIONS/CONDITIONS  
ROADWAY ACCESS PERMITS  
ATTACHMENT "A"**

Permittee will provide the necessary densities in accordance with the Department's current edition of the Standard Specifications for Road & Bridge Construction prior to final acceptance by the Department.

It is the Permittee's responsibility to obtain final acceptance of permitted work (completed) and the restoration of the Right of Way from the Department prior to usage.

All maintenance of traffic (MOT) will be in accordance with the Department's current edition of the Standard Plans (102-800 series). The Operations Engineer or his designee reserves the right to direct the removal/relocation/modification of any traffic device(s) at the Permittee's sole expense.

Restricted Hours for Single Lane Closures:  
9 am to 3:30 pm & 7 pm to 6 am, Monday through Friday, (No Weekends)  
Multi-Lane Closures must occur during nighttime hours only, Monday through Friday, (No Weekends) unless otherwise approved by the Local Operations Engineer or designee.

Permittee will restore the Right of Way as a minimum, to its original condition or better in accordance w/ FDOT's Standard Specifications for Road & Bridge Construction or as directed by the Resident Operations Engineer.

Permittee will construct the first five (5') feet of the driveway connection adjacent to E.O.P. from the travel lane consisting of 18" limestone base on compacted subsoil and 3" of Type SP 12.5 asphalt. Grade from E.O.P. will be at 6% to the center of swale.

**PERMITTEE: PLEASE NOTE:**  
Permittee's contractors that are performing permitted work activities shall provide the Department (Permits Office) proof of a proper State contractor's license and certificate of liability insurance prior to any commencement of permitted work.

Permittee shall coordinate all work with Louis Berger @ 1-888-238-6215, Extension 701 or email: [US1-A1A-Permits@louisberger.com](mailto:US1-A1A-Permits@louisberger.com)  
Coordination will include a Pre-construction meeting.

Note:  
A staff member of the Permittee/UAO shall attend all required FDOT field meetings and/or inspections.

**SEE ATTACHMENT C**

Approved  
2022-A-496-00058  
Rosie Evert  
2/13/2023

## ATTACHMENT C

### LCIS LANGUAGE FOR PLANNED LANE CLOSURES

Prior to any work requiring planned lane closures, mobile operations, or traffic pacing operations the Contractor or Permittee shall submit a request to the LCIS system. Each request will be reviewed by the appropriate Department personnel for compliance with permit requirements, and coordination with adjacent projects or work activities.

All lane closure approvals shall be obtained prior to establishing pre work meetings in the field. All submissions should be made a minimum of 14 days prior to proposed closure date and must be approved by the Department before work requiring the closure may begin within FDOT Right of Way.

### LCIS SYSTEM

Please register all requests at <https://LCISV2.com/home>. See guidelines below:

- Create new Username and Password  
  
you will receive status updates via email which may be routed to users' junk mail.
- Select N/A for proposed County and City (not set up currently)
- Select state roadway # (EX. SR786)
- All attachments uploaded shall be in PDF format only
- Work events lasting longer than 2 weeks, should include a detailed work schedule (PDF)
- Select timeframe. Time will automatically default to SAM unless manually changed. Select the pencil on the top right to edit work event times.  
  
work event hours, and road closures cannot be requested for more than 7 hours per day.
- Closure locations must be detailed. (EX. Eastbound Glades Rd at the Intersection of St. Andrews Blvd.)
- Work description shall include the following:
  1. Full FDOT permit number associated with lane closure (Ex. 2018-H-496-0001-93001)
  2. Type of work being performed (EX. gas line installation or directional bore)
  3. Contact Information for Agent in field as well as Project Manager

### **\*\*PLEASE NOTE\*\***

Requests are for Palm Beach County ONLY

Contact Carmen Beltran for questions or assistance. Email : [Carmen.beltran@dot.state.fl.us](mailto:Carmen.beltran@dot.state.fl.us) Phone: (954)847-2785

Approved  
2022-A-496-00058  
Rosie Evert  
2/13/2023

May 2021

## INTRODUCING THE NEW LANE CLOSURE INFORMATION SYSTEM (LCISv2)



The Traffic Operations team is pleased to announce the soft launch of LCISv2 (Beta 2.1), improving the system used so far. Please note that the system is still under test and there are many closures used as a test mode.

VISIT LCISv2

### TO START USING THE SYSTEM FOLLOW THE STEPS BELOW:

#### STEP 1

In your browser visit:  
<https://LCISv2.com>, then click on "Register" at top right, to register. Please use a real email address.

#### STEP 2

Then, to create a request, click on "New Request", complete the required fields and submit your request. Note that to submit your request, you need to select who will be your first Reviewer. The system will send you a confirmation to your email address.

#### STEP 3

After receiving the email confirmation, you can check the status of your request by clicking on the "Dashboard". Here you will be able to see all the closures related to your user.

*Note that without logging into the system, you can view all closures that have already been approved by our office*

### FOR QUESTIONS OR COMMENTS, PLEASE CONTACT:

✉ Alejandro Diaz, Sr. Software Engineer & System Administrator  
Alejandro.Diaz@doh.state.fl.us

✉ Saad Khan, District Six Maintenance of Traffic Specialist  
Saad.Khan@doh.state.fl.us

## NON-UTILITY WORK PERMITS

### (a) DOCUMENTS REQUIRED PRIOR TO A PRE-CON MEETING:

**\*\*UPLOAD INTO OSP - Pdf Format; 1 pdf file combine All please**

- Certificate of Liability Insurance naming FDOT as the Certificate Holder with our address as follows:

Fla. Dept. of Transportation  
Palm Beach Operations Center  
7900 Forest Hill Blvd. West Palm Beach, FL 33413

\* Be sure to enter the entire Permit number in the Description of Operations Section

Example: 2014-H-496-0188-93060 \*Must be typed in by Liability Company; handwritten will not be accepted. Also, please include the Additionally Insured rider pages.

- All Contractor's / Sub Contractor's Licenses
- All Contractor's / Sub Contractor's Local Business Tax Receipt
- Contractor's Work Site Safety Supervisor's Advanced MOT Certificate - with his/her email address and a 24/7 contact number attached to the certificate.

### (b) DOCUMENTS REQUIRED PRIOR TO FINAL INSPECTION:

**\*\*UPLOAD INTO OSP - Pdf Format; 1 pdf file combined for all docs, except the As Built & Certification Letter please submit these two docs separately.**

(\*As Applicable to Your Permit \*)

- Permit Final Inspection Certification Letter
- Request for Final Inspection Letter
- Directional Bore Logs
- Density Reports
- As Built Plans (w/Plan & Section Views for ALL Bores)
- Producers Certification for Concrete CL / NS 2500 psi (sidewalk, curb & gutter, ditch pavement & traffic separator)
- Asphalt Tickets
  - \*Include SP & FC types/thickness used on Excavation Restoration and Milled & Resurfaced area.

**\*\*\*OSP WEB URL: <https://osp.fltdot.gov>\*\*\***

**\*NOTE:** As mandated by our Legal Department, All Contractors/Sub Contractors working within or adjacent to the Department's Right of Way must furnish a Certificate of Liability Insurance naming the Department as the Certificate Holder, as well as on the Additionally Insured Rider policy (in accordance with FDOT Standard Specifications Section 7).

We also need their License & Local Business Tax Receipt and their MOT Cert unless MOT is being done by the Prime Contractor.

If you have any further concerns, please do not hesitate to contact us at your earliest convenience.  
Eugene Kissner-Permits Manager

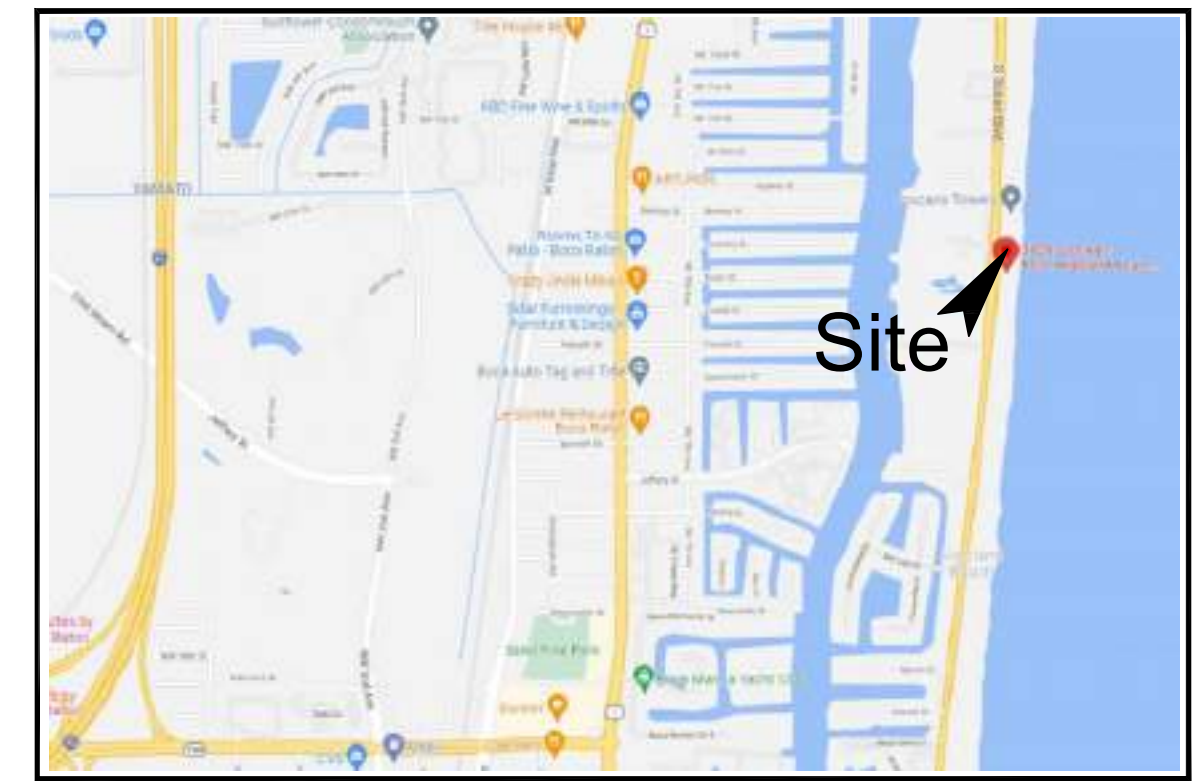
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Rosie Evert  
2/13/2023



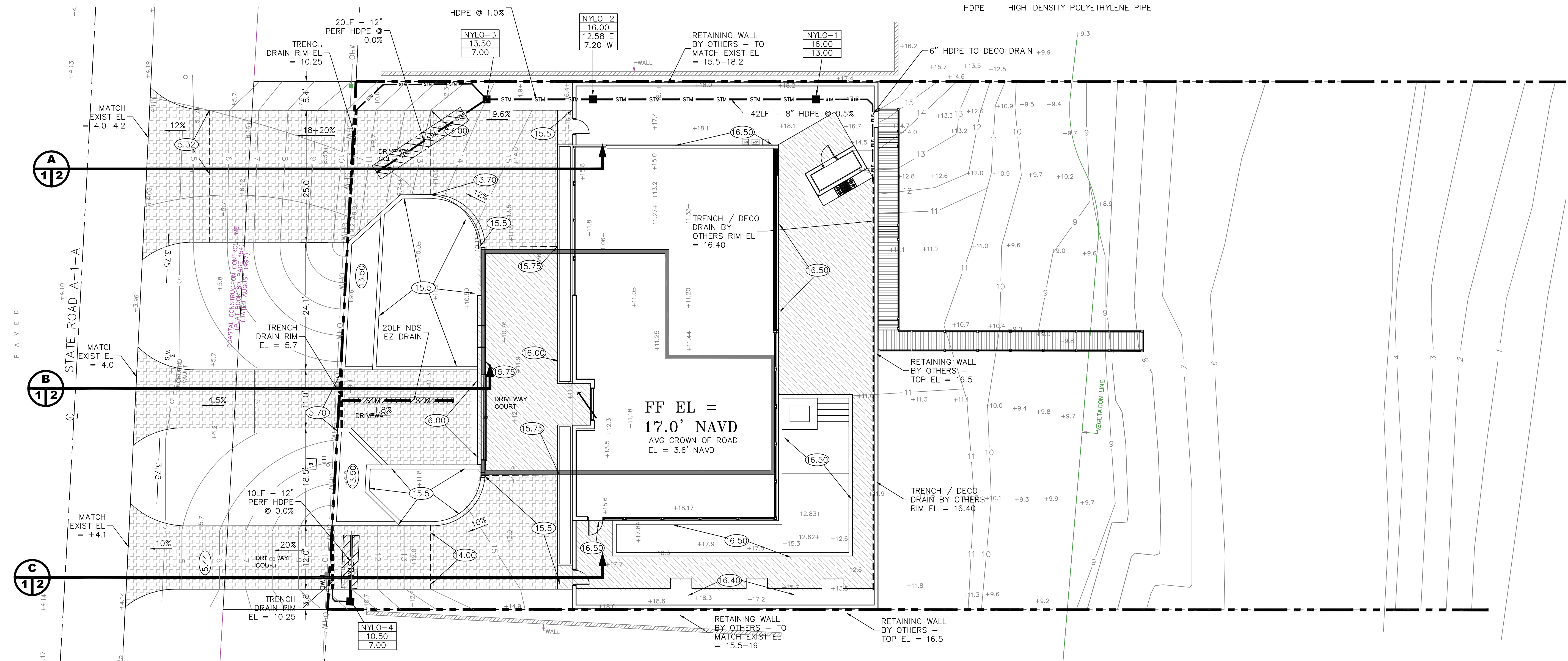
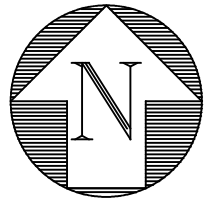


# LEGEND:

- PROPERTY LINE
- A**  
**11** SECTION IDENTIFIER  
PLAN PAGE DETAIL PAGE
- (16.5) PROPOSED ELEVATION
- ~ DIRECTION OF FLOW
- +4.7 EXISTING ELEVATION
- [Hatched Box] DENOTES AREA OF PROPOSED ASPHALT PAVING
- [Cross-hatched Box] DENOTES AREA OF PROPOSED BRICK PAVERS SEE DETAIL SHEET 2 - SEE LANDSCAPE PLANS FOR PATTERN
- [Dotted Box] DENOTES AREA OF PROPOSED HARDSCAPE BY OTHERS - SEE LANDSCAPE PLANS FOR DETAILS
- PROPOSED CATCH BASIN
- [STM] DENOTES 12" PERF HDPE PIPE IN 3' WIDE X 3' DEEP ROCK TRENCH (BOTTOM EL= 6.0' NAVD)
- NYLO-1  
6.00 RIM ELEVATION  
3.50 INVERT ELEVATION
- NYLO NYLOPLAST YARD DRAIN OR APPROVED EQUAL
- IL INLINE YARD DRAIN
- HDPE HIGH-DENSITY POLYETHYLENE PIPE



LOCATION MAP  
N.T.S.



NOTE: SEE LANDSCAPE PLANS FOR HARDSCAPE MATERIALS & SPECIFICATIONS

NOTE: CONTRACTOR TO FIELD VERIFY EXACT LOCATION, SIZE, AND ELEVATION OF ALL IMPROVEMENTS AT TIME OF CONSTRUCTION AND REPORT ANY DISCREPANCIES TO ENVIRODESIGN ASSOCIATES, INC.

NOTE: RETAINING WALLS SHOWN HEREIN DEPICT LOCATION AND ELEVATION REQUIREMENTS ONLY. STRUCTURAL DESIGN PER MANUFACTURER SPECIFICATIONS OR TO BE PROVIDED BY OTHERS.



CALL 48 HOURS BEFORE YOU DIG.

IT'S THE LAW  
1-800-432-4770

SUNSHINE STATE ONE CALL OF FLORIDA, INC.

SCALE: 1" = 10'



© COPYRIGHT 2022 BY ENVIRODESIGN ASSOCIATES, INC.  
THIS DRAWING IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY.  
UNLESS SIGNED AND SEALED BY A REGISTERED PROFESSIONAL ENGINEER REPRESENTING ENVIRODESIGN ASSOCIATES, INC.

CIVIL SITE IMPROVEMENTS PLAN FOR:  
SINGLE FAMILY RESIDENCE  
3805 S. OCEAN BOULEVARD  
HIGHLAND BEACH, FLORIDA

EnviroDesign Associates Inc.  
www.envirodesign.com  
ENGINEERS • ENVIRONMENTAL CONSULTANTS  
FLORIDA CERTIFICATE OF AUTHORIZATION No. 6506  
298 Pineapple Grove Way Delray Beach, Florida 33444  
Phone: (561) 274-6500

DRAWN:  
B.A.B.

CHECKED:  
J.A.P.

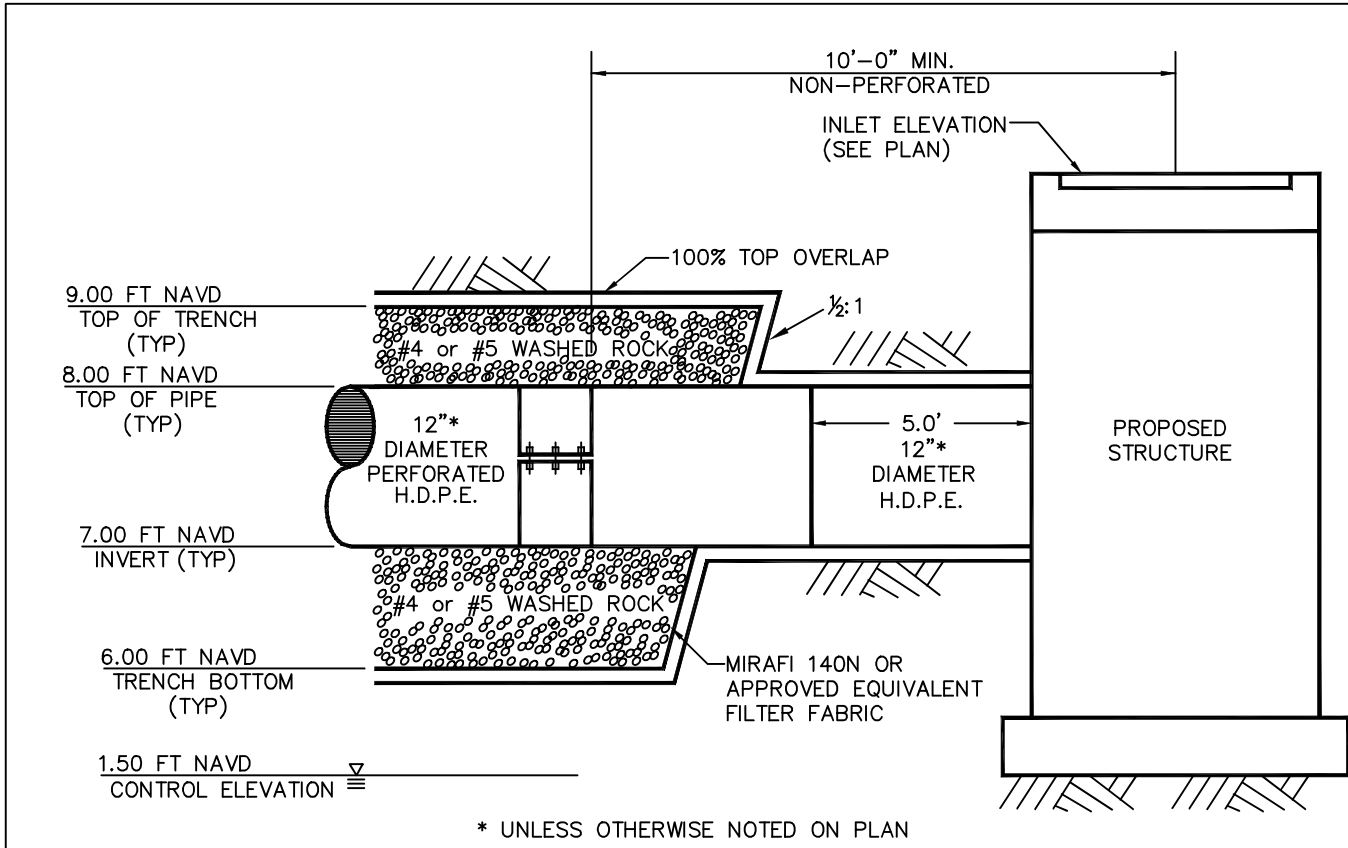
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12/16/22

JOB NO.  
21093-2-ENG

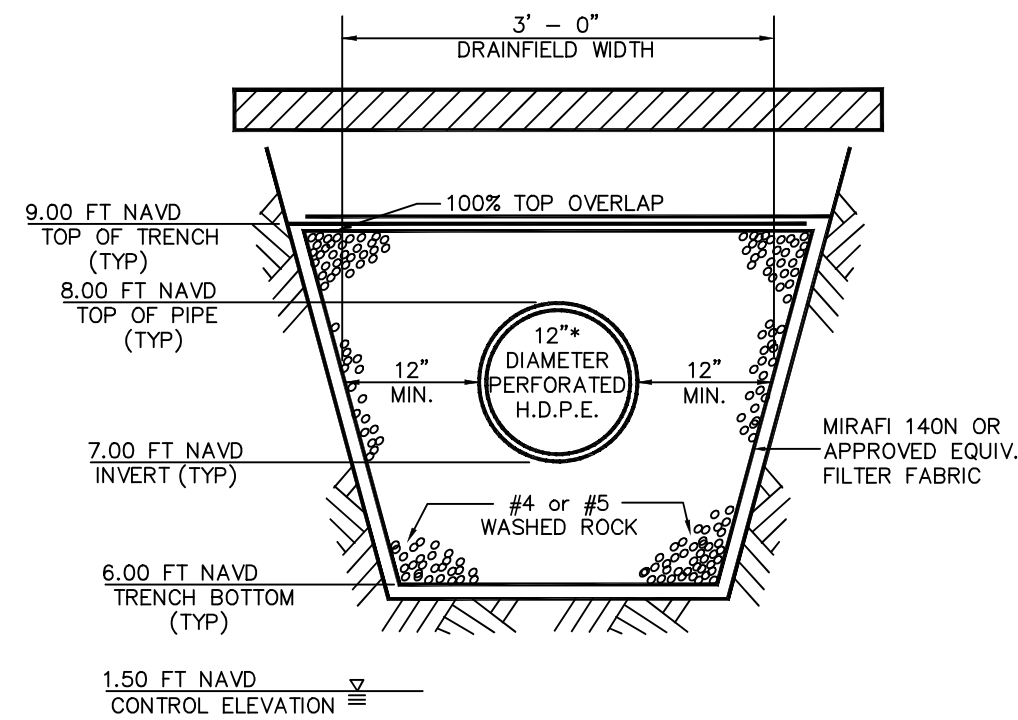
SHEET NO.  
1 OF 4

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Rustie Evert  
2/13/2023

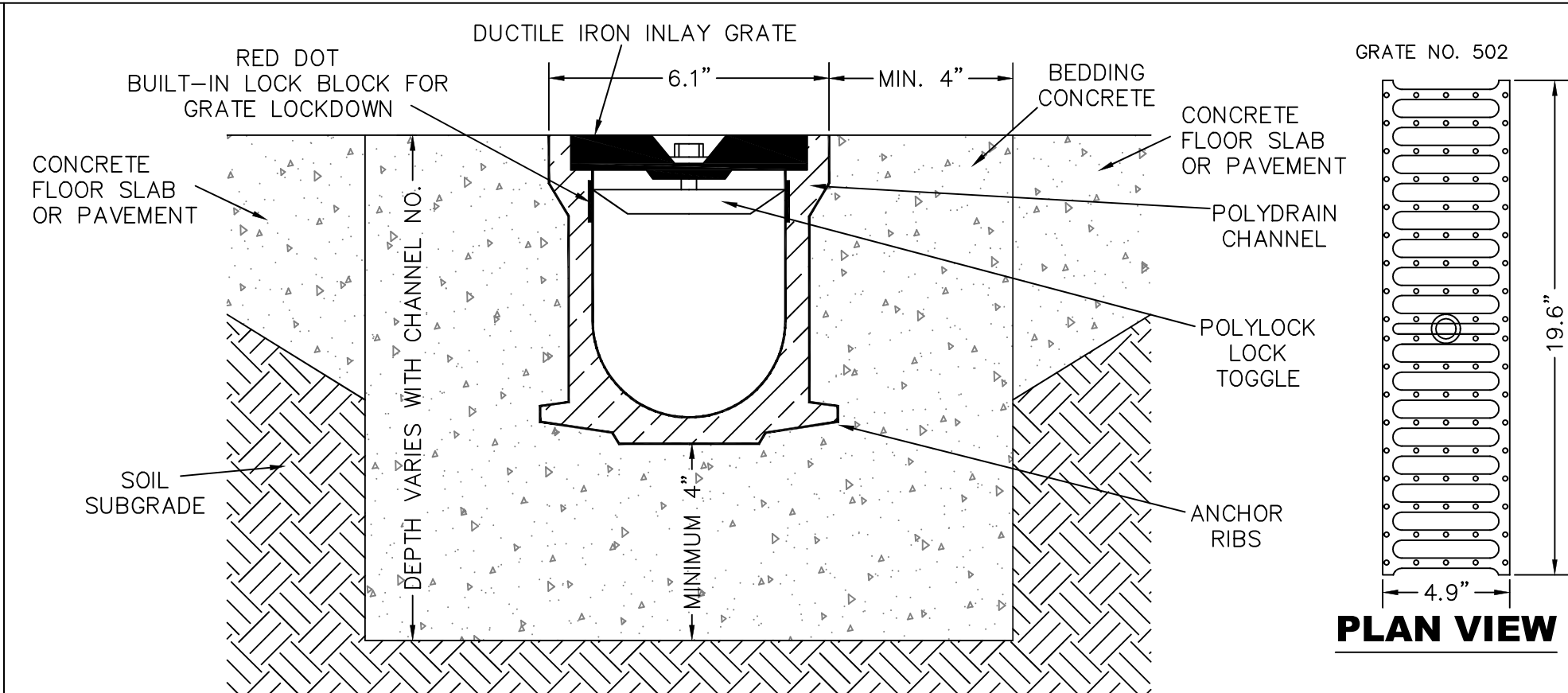




PERFORATED PIPE TRENCH  
N.T.S.

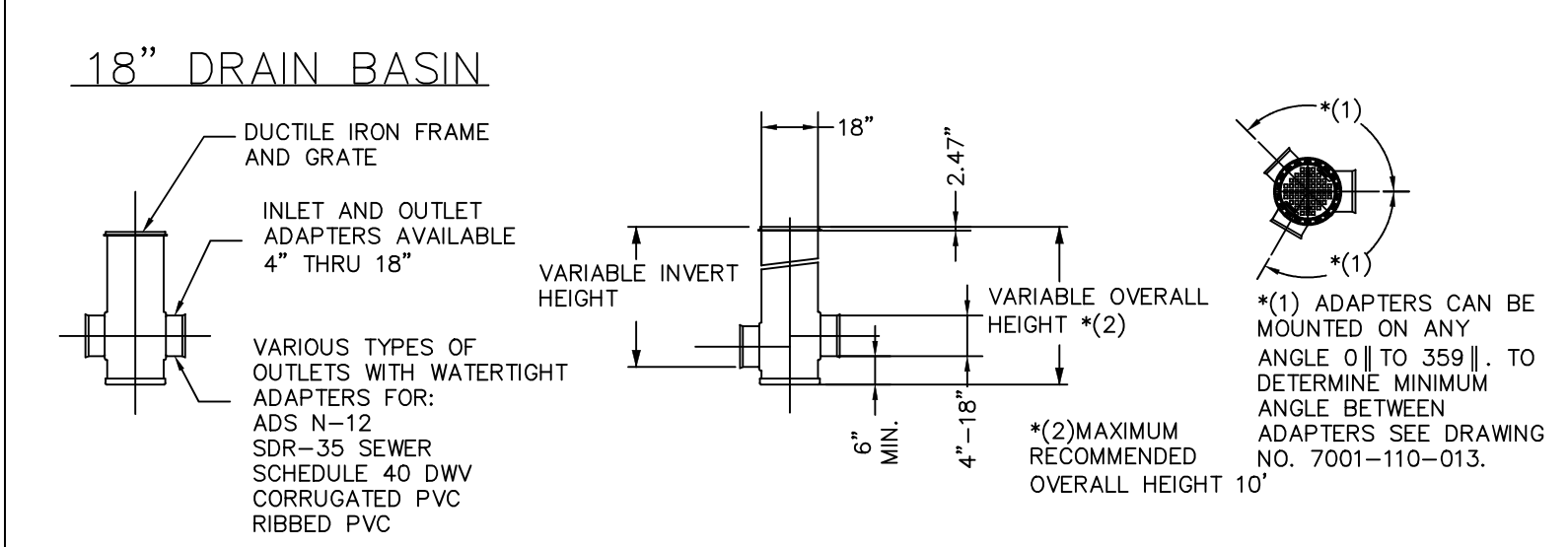


PERFORATED PIPE TRENCH  
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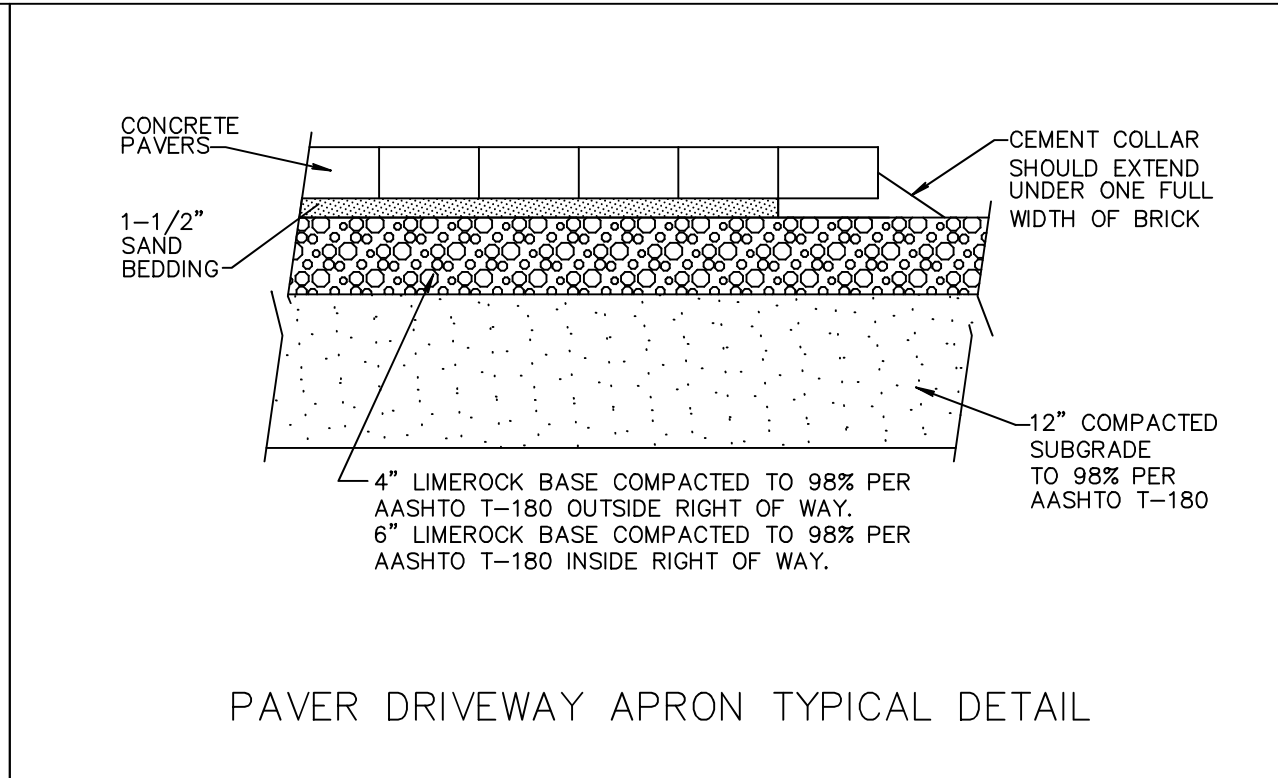


CROSS SECTIONAL VIEW  
TRENCH DRAIN  
NTS

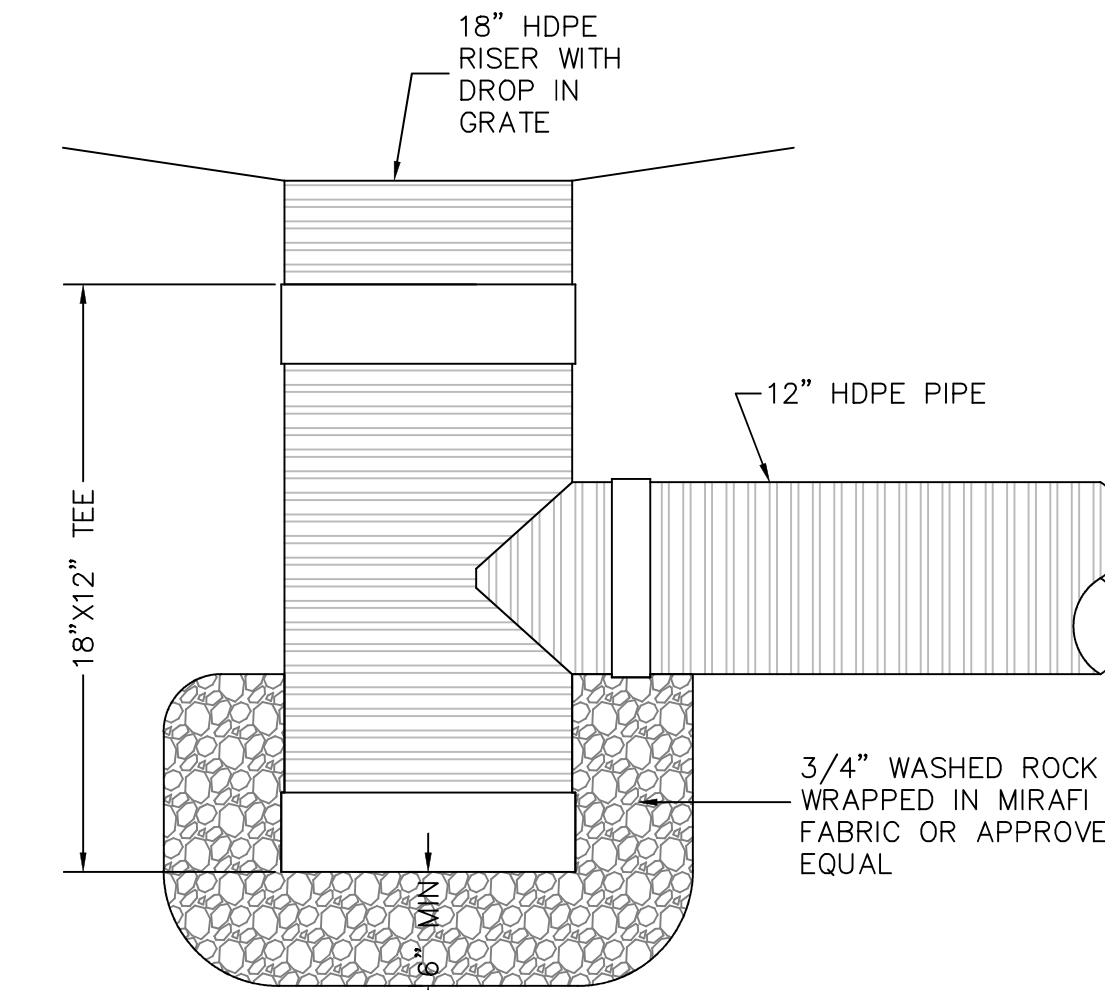
ABT, INC. P.O. Box 837/259 Murdock Road/Troutman, N.C. 28166  
800-438-6057 (U.S., Canada and Mexico ) or (704) 528-9806  
Fax: (704) 528-5478  
\*\*OR APPROVED EQUAL\*\*



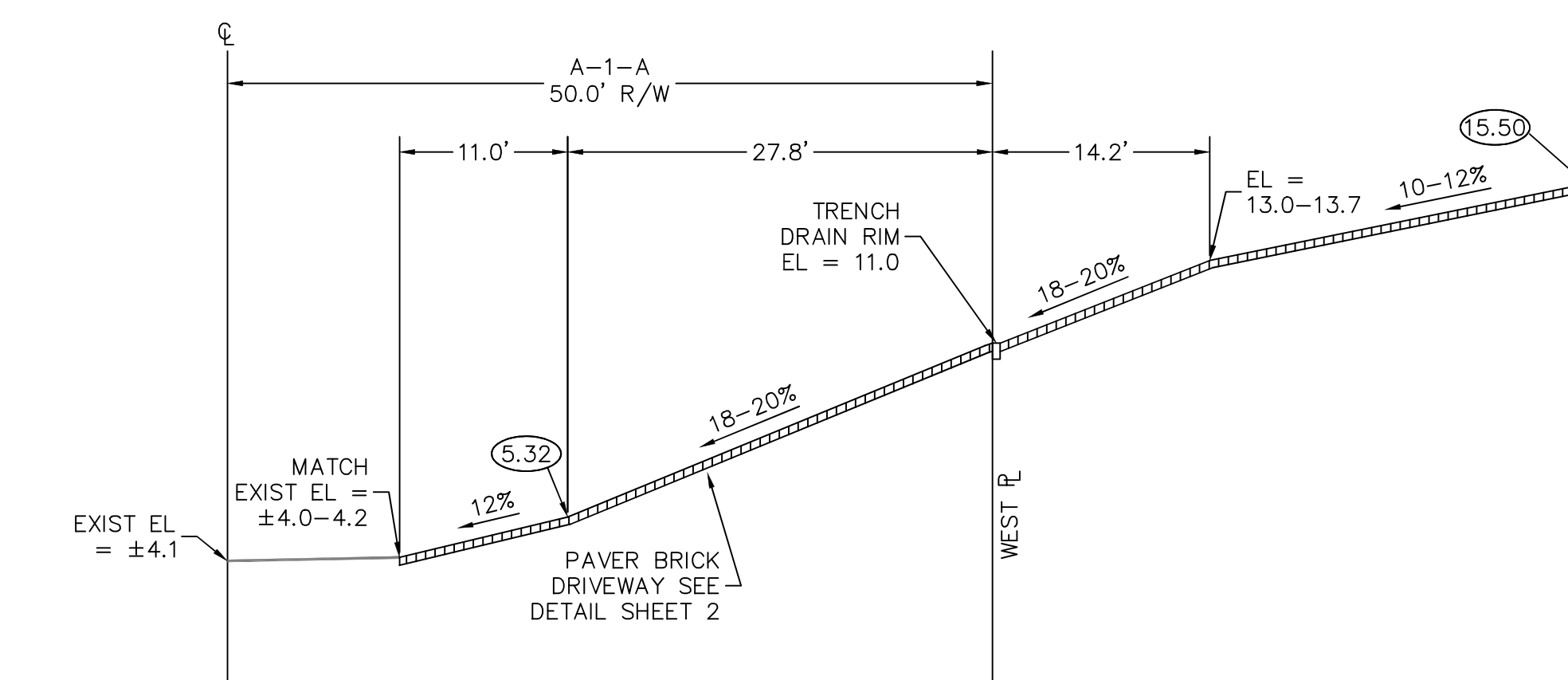
18 inch DRAIN BASIN  
N.T.S.



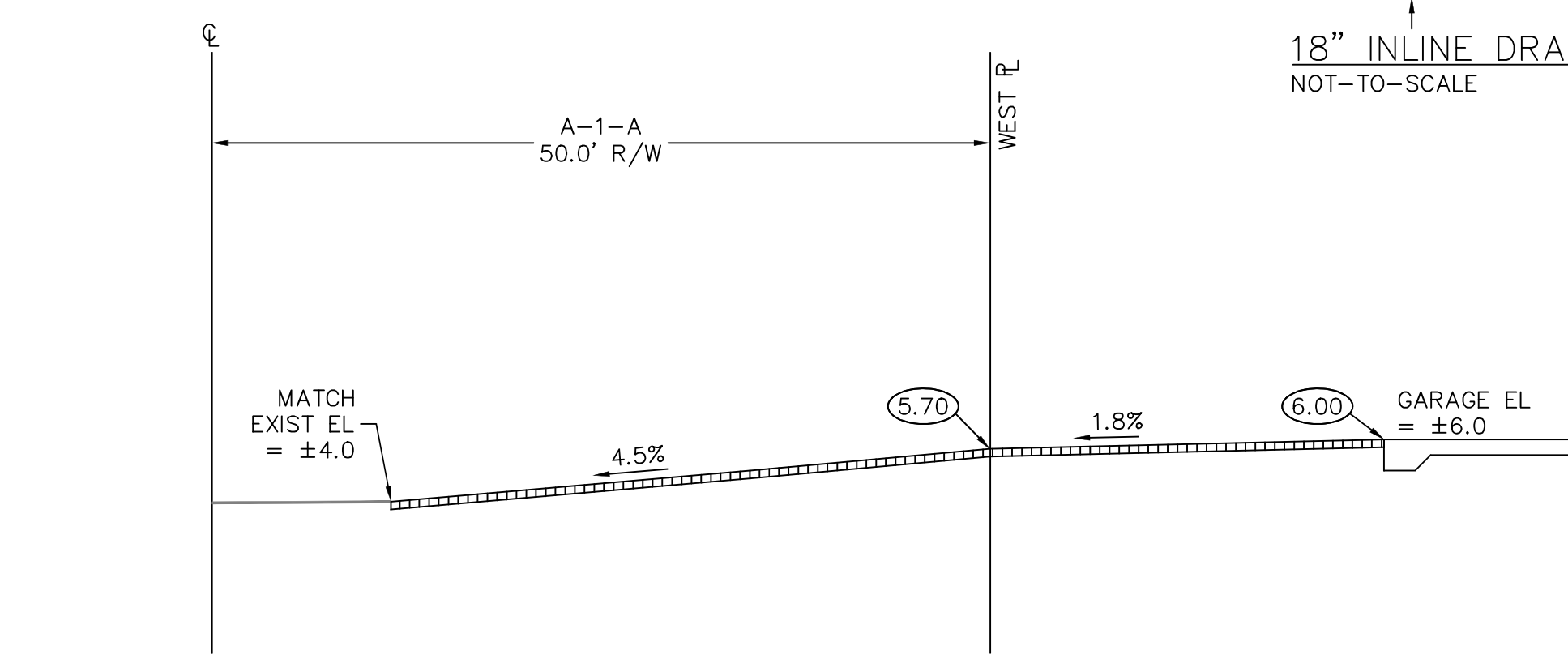
PAVER DRIVEWAY APRON TYPICAL DETAIL



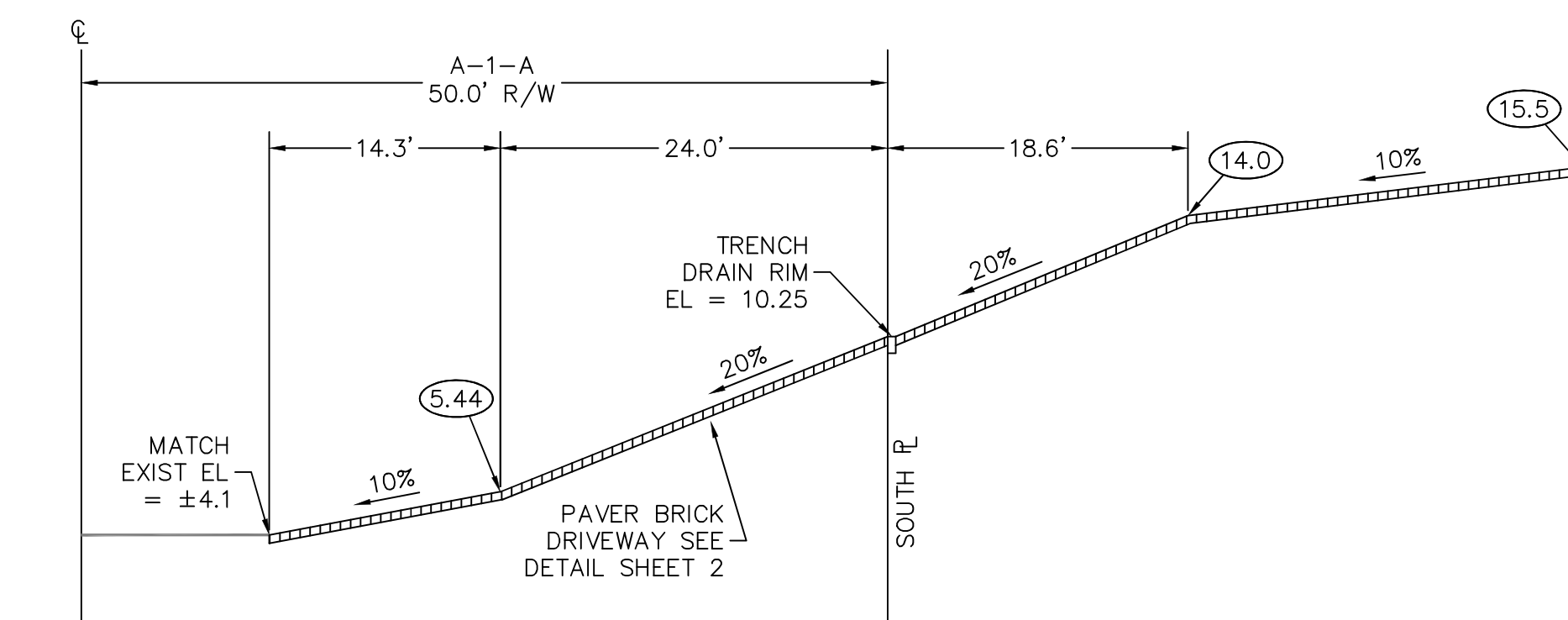
18 inch INLINE DRAIN DETAIL  
NOT-TO-SCALE



A NORTH DRIVEWAY CROSS-SECTION  
NOT-TO-SCALE



B MIDDLE DRIVEWAY CROSS-SECTION  
NOT-TO-SCALE



C SOUTH DRIVEWAY CROSS-SECTION  
NOT-TO-SCALE



Know what's below.  
Call before you dig.

CALL 48 HOURS BEFORE YOU DIG.  
IT'S THE LAW  
1-800-432-4770  
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

"NOT FOR CONSTRUCTION"

BY:	
NO.	
DATE:	
REVISIONS:	
PAVING & DRAINAGE DETAILS FOR: SINGLE FAMILY RESIDENCE 3805 S OCEAN BOULEVARD HIGHLAND BEACH, FLORIDA	
EnviroDesign Associates Inc. www.envirodesign.com ENGINEERS • ENVIRONMENTAL CONSULTANTS FLORIDA CERTIFICATE OF AUTHORIZATION No. 6506 298 Pineapple Grove Way Delray Beach, Florida 33444 Phone: (561) 274-8558 Fax: (561) 274-8558	
DRAWN: B.A.B.	
CHECKED: J.A.P.	
DATE: 12/08/22	
JOB NO. 21093-2-DTL	
SHEET NO. 2 OF 4	



PAVING, GRADING AND DRAINAGE NOTES	
1. ALL PAVING AND DRAINAGE WORK IN THE PALM BEACH COUNTY (PBC) RIGHT-OF-WAY SHALL BE CONSTRUCTED IN FULL ACCORDANCE WITH THE PBC LATEST STANDARDS. ALL PAVING AND DRAINAGE WORK IN THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT-OF-WAY SHALL BE CONSTRUCTED IN FULL ACCORDANCE WITH THE FDOT LATEST STANDARDS.	OF 0.08 GALLONS PER SQUARE YARD, UNLESS A VARIATION IS APPROVED BY THE ENGINEER.
2. COMPACTED SUBGRADE SHALL BE COMPACTED AND MEET THE DENSITY REQUIREMENTS AS DETERMINED BY THE AASHTO T-180 SPECIFICATIONS. SUBGRADE SHALL EXTEND 12 INCHES BEYOND THE PROPOSED EDGE OF PAVEMENT AND/OR 6" BEYOND VALLEY GUTTER, TYPE "F" CURB & GUTTER, OR TYPE "D" CURB. SUBGRADE SHALL BE 12 INCHES THICK COMPACTED TO 98% ACCORDING TO AASHTO T-180. ALL MUCK, STUMPS, ROOTS OR OTHER DELETERIOUS MATTER ENCOUNTERED IN THE PREPARATION OF THE SUBGRADE SHALL BE REMOVED COMPLETELY FROM THE CENTERLINE OF THE ROADWAY TO A WIDTH OF TEN FEET BEYOND THE EDGE OF PAVEMENT. IF SUBGRADE IS REQUIRED TO BE STABILIZED, THE REQUIRED BEARING VALUE DETERMINATIONS SHALL BE MADE BY THE FLORIDA BEARING TEST, TEST METHOD "C" OF AASHTO T-180 SPECIFICATIONS.	11. ASPHALTIC CONCRETE SURFACE COURSE SHALL BE IN ACCORDANCE WITH SECTION 334 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST ADDITION. THE THICKNESS OF THE SURFACE COURSE SHALL BE AS SHOWN ON THE DETAILED DRAWINGS.
3. SHELLROCK BASE SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 250 OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. THE THICKNESS OF THE SHELLROCK BASE SHALL BE AS SHOWN ON THE DETAIL DRAWINGS AND SHALL BE COMPACTED TO A DENSITY OF 98% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180. THE SHELLROCK SHALL HAVE A MINIMUM OF 40% CARBONATES OF CALCIUM AND MAGNESIUM IN THE MATERIAL.	12. ALL CONCRETE SHALL DEVELOP 2500 p.s.i. (MINIMUM) 28 DAY COMPRESSIVE STRENGTH OR GREATER WHERE NOTED ON PLANS. CLASS I CONCRETE SHALL CONFORM WITH THE FDOT SPECIFICATIONS, LATEST EDITION. CLASS I CONCRETE USED AS PAVING SHALL DEVELOP 3000 p.s.i. (MINIMUM) 28 DAYS COMPRESSIVE STRENGTH.
4. LIMEROCK BASE SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 200 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. THE THICKNESS OF THE LIMEROCK BASE SHALL BE AS SHOWN ON THE DETAILED DRAWINGS AND SHALL BE COMPACTED TO A DENSITY OF 98% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180.	13. PAVEMENT TRAFFIC STRIPES AND MARKINGS SHALL BE IN ACCORDANCE WITH CITY OF DELRAY BEACH CURRENT STANDARDS AND/OR MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, AND/OR PALM BEACH COUNTY TRAFFIC DEPARTMENT TYPICAL T-P-17, WHERE APPLICABLE.
5. MUCK AND PEAT -- IF MUCK AND/OR PEAT ARE ENCOUNTERED IN THE ROAD OR PARKING AREA, THEY WILL BE REMOVED COMPLETELY TO A WIDTH OF TEN FEET BEYOND THE EDGE OF PAVEMENT AND SHALL BE BACKFILLED WITH GRANULAR MATERIAL. IF HARDPAN IS ENCOUNTERED IN THE SWALE AREA, IT WILL BE REMOVED TO A WIDTH OF TWO FEET AT THE SWALE INVERT AND REPLACED WITH GRANULAR MATERIAL.	14. SEQUENCE OF CONSTRUCTION -- THE SEQUENCE OF CONSTRUCTION SHALL BE SUCH THAT ALL UNDERGROUND INSTALLATIONS OF EVERY KIND THAT ARE BENEATH THE PAVEMENT, SHALL BE IN PLACE AND HAVE PROPER DENSITY PRIOR TO THE CONSTRUCTION AND COMPACTION OF THE SUBGRADE.
6. WHERE SOD IS DESIRED, LOWER THE GRADE 2 INCHES BELOW THE FINISHED GRADE TO ALLOW FOR THE THICKNESS OF THE SOD.	15. INLETS AND MANHOLES -- ALL INLETS AND MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE FDOT SPECIFICATIONS, LATEST EDITION, AND ROADWAY AND TRAFFIC DESIGN STANDARDS, LATEST EDITION, AND PBC STANDARDS LATEST EDITION, WHERE APPLICABLE.
7. CLEARING AND GRUBBING -- WITHIN THE LIMITS OF CONSTRUCTION ALL VEGETATION AND ROOT MATERIAL SHALL BE REMOVED.	16. GRATE ELEVATIONS REFER TO THE FLOWLINE OF THE GRATE.
8. GUMBO -- WHERE GUMBO OR OTHER PLASTIC CLAYS ARE ENCOUNTERED, THEY SHALL BE REMOVED WITHIN THE ROADWAY AND PARKING AREAS ONE FOOT BELOW THE SUBGRADE EXTENDING HORIZONTALLY TO THE OUTSIDE EDGE OF THE SHOULDER AREA.	17. GRADES SHOWN ARE FINISHED GRADES.
9. PRIME COAT SHALL BE IN ACCORDANCE WITH SECTION 300 OF THE FDOT STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. PRIME COAT SHALL BE RC-70 OR ASPHALT EMULSION PRIME (AEP). PRIME COAT SHALL BE APPLIED AT A RATE OF APPLICATION NOT LESS THAN 0.10 GALLONS PER SQUARE YARD FOR LIMEROCK BASES AND NOT LESS THAN 0.15 GALLONS PER SQUARE YARD FOR SHELL ROCK OR COQUINA SHELL BASES.	18. EXISTING AVERAGE ROAD CROWN ELEVATION = 4.1' N.A.V.D.
10. TACK COAT -- BITUMINOUS TACK COAT SHALL CONFORM WITH THE REQUIREMENTS OF THE FDOT SPECIFICATIONS, LATEST EDITION AND SHALL BE APPLIED AT THE RATE	19. REINFORCED CONCRETE PIPE -- THE PIPE SHALL CONFORM WITH THE REQUIREMENTS OF CLASS III OF ASTM C-76 AND WITH THE FDOT SPECIFICATIONS, LATEST EDITION. THE FIRST JOINT OF PIPE ENTERING OR LEAVING A MANHOLE OR INLET SHALL BE WRAPPED WITH FILTER FABRIC PER FDOT SPECIFICATIONS.
	20. CORRUGATED ALUMINUM PIPE SHALL MEET THE REQUIREMENTS OF AASHTO M196 AND SECTIONS 125, 430 AND 943 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
	21. MEASUREMENT OF THE LENGTH OF PIPE SHALL BE FROM THE CENTER OF THE STRUCTURE TO THE CENTER OF THE STRUCTURE.
	22. PIPE BACKFILL -- REQUIREMENTS FOR PIPE BACKFILL CROSSING ROADS OR PARKING AREAS SHALL BE DEFINED IN THE FDOT SPECIFICATIONS, LATEST EDITION. PIPELINE BACKFILL SHALL BE PLACED IN SIX INCH LIFTS AND COMPACTED TO 100% OF THE STANDARD PROCTOR (AASHTO) T-99 SPECIFICATIONS.
	23. THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER THREE (3) CERTIFIED COPIES OF A CHEMICAL AND SIEVE ANALYSIS OF THE SHELL ROCK BY A STATE OF FLORIDA CERTIFIED LAB WHEN CONSTRUCTING A SHELL ROCK BASE FOR ROADWAY.
	24. PRIOR TO CERTIFICATION OF THE DRAINAGE SYSTEM, THE CONTRACTOR MUST PUMP DOWN AND LAMP THE DRAINAGE SYSTEM FOR INSPECTION BY THE ENGINEER AFTER FINISHED ROCK FOR THE ROADWAYS HAS BEEN INSTALLED.

GENERAL NOTES	
1. CONTRACTOR SHALL PROTECT ALL PERMANENT REFERENCE MONUMENTS AND TAKE ALL PRECAUTIONS NECESSARY TO AVOID SURVEY MARKERS DURING CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACEMENT OF PERMANENT REFERENCE MONUMENTS DISTURBED DURING CONSTRUCTION, AT NO ADDITIONAL COST TO THE OWNER.	AS PAVING SHALL DEVELOP 3000 p.s.i. (MINIMUM) 28 DAYS COMPRESSIVE STRENGTH.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UNDERGROUND UTILITIES WHETHER OR NOT SHOWN ON THE PLANS. UTILITIES SHOWN ON THE PLANS ARE FOR REFERENCE ONLY AND MAY NOT DEPICT ACTUAL LOCATIONS. CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES FOR LOCATION AND DEPTH OF THEIR LINES PRIOR TO CONSTRUCTION.	11. ALL UTILITY CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE LOCAL UTILITY.
3. CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE AND PAY FOR THE DEENERGIZING OF POWER LINES AND/OR HOLDING POWER POLES DURING CONSTRUCTION AT NO ADDITIONAL COST TO THE OWNER.	12. ENVIRODESIGN ASSOC. INC. SHALL NOT BE RESPONSIBLE FOR THE SAFETY OF THE WORKERS OR THE GENERAL PUBLIC. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING SAFETY TO THE WORKERS IN ACCORDANCE WITH OCCUPATIONAL SAFETY & HEALTH ADMINISTRATIONS (OSHA) REQUIREMENTS AND THE SAFETY OF THE GENERAL PUBLIC.
4. CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE AND PAY FOR THE REPLACEMENT OF TRAFFIC LOOPS IF DAMAGED DURING CONSTRUCTION AT NO ADDITIONAL COST TO THE OWNER.	13. ALL MATERIALS AND WORKMANSHIP MUST BE IN ACCORDANCE WITH THE LOCAL UTILITY STANDARDS AND SPECIFICATIONS.
5. ALL ELEVATIONS REFER TO N.A.V.D. 1988. MINIMUM FINISHED FLOOR ELEVATION FOR ANY RESIDENTIAL STRUCTURE SHALL BE SET AT OR ABOVE ELEVATION 17.0' (WHICH IS ABOVE THE 100-YEAR FREQUENCY STORM & AVERAGE CROWN OF ROAD + 18").	14. THE CONTRACTOR SHALL CALL SUNSHINE 1-800-432-4770 48 HOURS BEFORE DIGGING FOR FIELD LOCATIONS OF UNDERGROUND UTILITIES.
6. SHOP DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW PRIOR TO CONSTRUCTION OR INSTALLATION AS REQUIRED BY THE ENGINEER OR BY THE APPROPRIATE GOVERNING AGENCIES.	15. CORRUGATED ALUMINUM PIPE USED BENEATH PAVEMENT SHALL BE IN CONFORMANCE WITH SEC. 8.24.E.5.i
7. CONTRACTOR SHALL BE RESPONSIBLE TO SECURE AND PAY FOR, AT NO ADDITIONAL COST TO THE OWNER, ALL NECESSARY PERMITS, FEES AND LICENSES.	16. ALL CONSTRUCTION ACTIVITY, INCLUDING TRENCHING, IS TO BE A MINIMUM OF SIX FEET FROM THE BASE OF ANY TREE THAT IS DESIGNATED TO REMAIN.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR GIVING THE REQUIRED NOTICES AND COMPLYING WITH ALL PERMIT(S) CONDITIONS.	17. ALL LIMEROCK AND BASE MATERIALS SHALL BE REMOVED FROM THE PLANTER AREAS/ISLANDS AND REPLACED WITH APPROPRIATE PLANTING SOIL PRIOR TOT THE LANDSCAPING OF THE SITE.
9. CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE AND PAY FOR THE HOLDING OF OTHER UTILITY POLES DURING CONSTRUCTION AT NO ADDITIONAL COST TO THE OWNER.	18. THE REMOVAL OF ANY TREE ON THE SITE IS PROHIBITED WITHOUT THE REQUIRED PERMITS.
10. ALL CONCRETE SHALL DEVELOP 2500 p.s.i. (MINIMUM) 28 DAY COMPRESSIVE STRENGTH OR GREATER WHERE NOTED ON PLANS. CLASS I CONCRETE SHALL CONFORM WITH THE FDOT SPECIFICATIONS, LATEST EDITION. CLASS I CONCRETE USED	19. ALL MATERIALS AND CONSTRUCTION WITHIN THE FDOT RIGHT-OF-WAY SHALL CONFORM TO THE FDOT DESIGN STANDARDS FOR DESIGN, CONSTRUCTION, MAINTENANCE AND UTILITY OPERATIONS ON THE STATE HIGHWAY SYSTEM (LATEST ED.).
	20. LANE CLOSURES WITHIN THE FDOT RIGHT-OF-WAY SHALL BE LIMITED TO THE HOURS OF 9AM-3PM, MONDAY-FRIDAY EXCLUDING GOVERNMENTAL HOLIDAYS. MAINTENANCE OF TRAFFIC SHALL BE PROVIDED IN ACCORDANCE WITH INDEX 613 OF THE FDOT DESIGN STANDARDS (LATEST ED.)



Know what's below.  
Call before you dig.

CALL 48 HOURS BEFORE YOU DIG.  
  
IT'S THE LAW  
1-800-432-4770  
  
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

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ENGINEER REPRESENTING ENVIRODESIGN ASSOCIATES, INC.

GENERAL NOTES FOR:  
SINGLE FAMILY RESIDENCE  
3805 S OCEAN BOULEVARD  
HIGHLAND BEACH, FLORIDA

EnviroDesign Associates Inc.  
www.envirodesign.com

ENGINEERS • ENVIRONMENTAL CONSULTANTS

FLORIDA CERTIFICATE OF AUTHORIZATION No. 6506  
298 Pineapple Grove Way Delray Beach, Florida 33444  
Phone: (561) 274-6500

DRAWN:  
B.A.B.

CHECKED:  
J.A.P.

DATE:  
12/08/22

JOB NO.  
21093-2-DTL

SHEET NO.  
3 OF 4

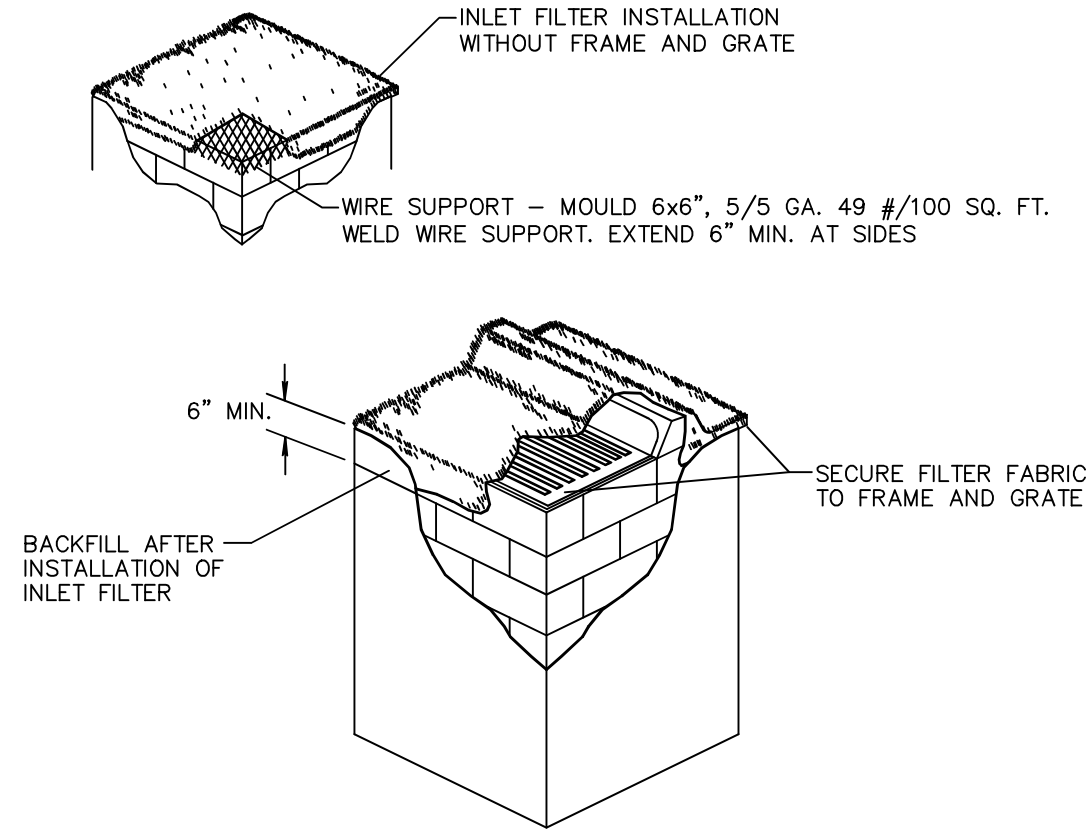
NOT VALID WITHOUT  
ENGINEER'S SEAL

NO. DATE REVISIONS BY:

STATE OF FLORIDA  
REGISTERED PROFESSIONAL ENGINEER  
No. 12586  
J.A.P.

0:\2022\21093-2 -3805 South Ocean Blvd-B1 Architect-Banner\DWG\21093-2-DTL.dwg, 12/16/2022 4:16:04 PM

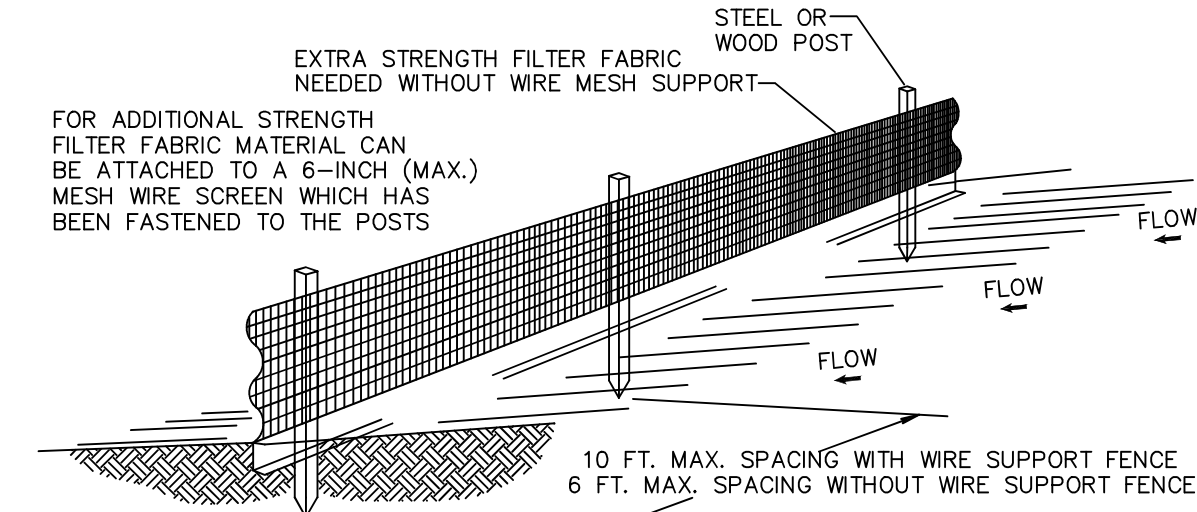




- NOTES:
- CONTRACTOR IS TO CLEAN INLET FILTER AFTER EVERY STORM.
  - CONTRACTOR TO REMOVE FABRIC JUST PRIOR TO PAVING.
- A SEDIMENT TRAP WILL BE EXCAVATED BEHIND THE CURB AT THE INLET. THE BASIN SHALL BE AT LEAST 12 TO 14 INCHES IN DEPTH, APPROXIMATELY 36 INCHES IN WIDTH, AND APPROXIMATELY 7 TO 10 FEET IN LENGTH PARALLEL TO THE CURB.
- STORM WATER WILL REACH THE SEDIMENT TRAP VIA CURB CUTS ADJACENT TO EACH SIDE OF THE INLET STRUCTURE. THESE OPENINGS SHALL BE AT LEAST 12 INCHES IN LENGTH. STORM WATER MAY ALSO REACH THE BASIN VIA OVERLAND FLOW LAND AREA BEHIND THE CURB. THE CURB CUTS SHALL BE REPAIRED WHEN THE SEDIMENT TRAP IS REMOVED.

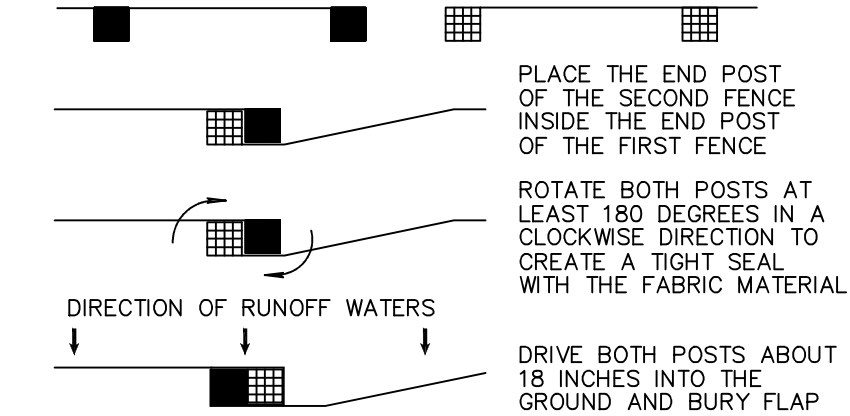
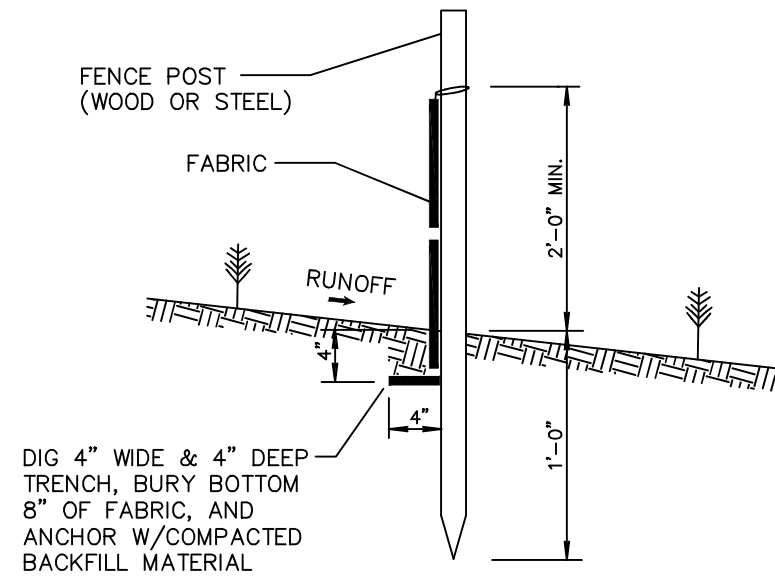
INLET FILTER DETAIL

- EROSION CONTROL NOTES DETAIL
- THE INTENT OF EROSION CONTROL MEASURES INDICATED GRAPHICALLY ON PLANS IS TO PROVIDE A BARRIER TO CONTAIN SILT AND SEDIMENT ON THE PROJECT SITE. THIS REPRESENTATION IS PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR. THE TEST OF EROSION CONTROL EFFECTIVENESS IS NOT TO BE DETERMINED BY ADHERENCE TO THE REPRESENT SET FORTH ON THE DRAWINGS AND SPECIFICATIONS, BUT BY MEETING THE REGULATIONS SET FORTH BY THE AUTHORITY HAVING JURISDICTION OVER WATER QUALITY CONTROL AND OTHER SEDIMENTATION RESTRICTION REQUIREMENTS IN THE REGION.
  - APPROVED EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY CLEARING, GRADING, EXCAVATION, FILLING, OR OTHER LAND DISTURBANCE ACTIVITIES, EXCEPT THOSE OPERATIONS NEEDED TO INSTALL SUCH MEASURES.
  - INSPECTION OF ALL EROSION CONTROL MEASURES SHALL BE CONDUCTED WEEKLY, OR AFTER EACH RAINFALL EVENT, REPAIR, AND/OR REPLACEMENT OF SUCH MEASURES SHALL BE MADE PROMPTLY, AS NEEDED.
  - KEEP DUST WITHIN TOLERABLE LIMITS BY SPRINKLING OR OTHER ACCEPTABLE MEANS.
  - ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES MAY BE REQUIRED IF DEEMED NECESSARY BY ONSITE INSPECTION.
  - FAILURE TO PROPERLY INSTALL AND MAINTAIN EROSION CONTROL PRACTICES SHALL RESULT IN CONSTRUCTION BEING HALTED.
  - DRAINAGE INLETS SHALL BE PROTECTED BY FILTER AND GRADED ROCK AS PER INLET PROTECTION DETAIL.
  - ANY ACCESS ROUTES TO SITE SHALL BE BASED WITH CRUSHED STONE, WHERE PRACTICAL.
  - EROSION CONTROL MEASURES ARE TO BE MAINTAINED UNTIL PERMANENT GROUND COVER IS ESTABLISHED.
  - WHENEVER FEASIBLE, NATURAL VEGETATION SHALL BE RETAINED AND PROTECTED.
  - ALL WORK IS TO BE IN COMPLIANCE WITH THE RULES AND REGULATIONS SET FORTH BY THE STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE CITY OF DELRAY BEACH.
  - DISCHARGE FROM DEWATERING OPERATIONS SHALL BE RETAINED ONSITE IN A CONTAINMENT AREA.



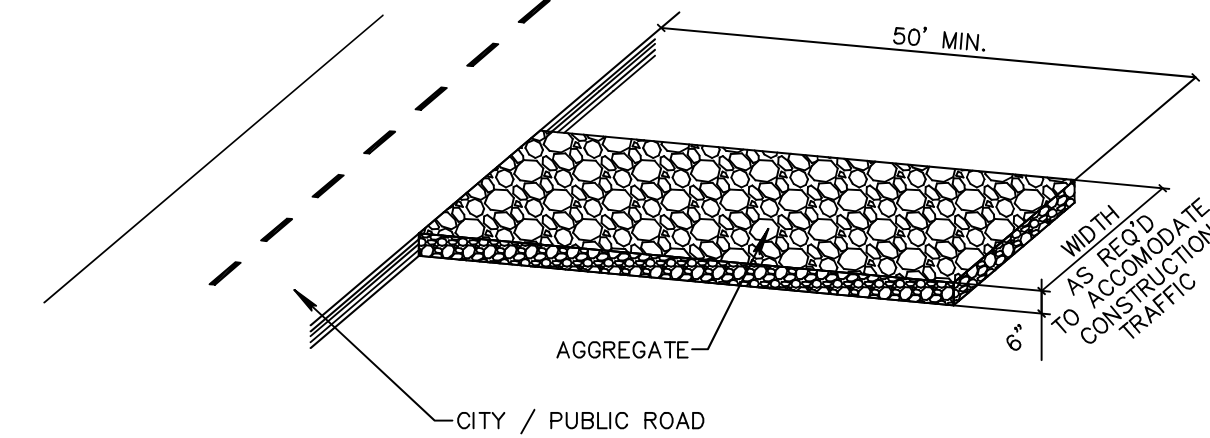
- NOTES:
- THE HEIGHT OF A SILT FENCE SHALL NOT EXCEED 36 INCHES (90 CM).
  - THE FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL CUT TO THE LENGTH OF THE BARRIER TO AVOID THE USE OF JOINTS.
  - POSTS SHALL BE SPACED A MAXIMUM OF 10 FEET (3 M) APART AT THE BARRIER LOCATION AND DRIVEN SECURELY INTO THE GROUND A MINIMUM OF 12 INCHES (30 CM). WHEN EXTRA STRENGTH FABRIC IS USED WITHOUT THE WIRE SUPPORT FENCE, POST SPACING SHALL NOT EXCEED 6 FEET (1.8 M).
  - A TRENCH SHALL BE EXCAVATED APPROXIMATELY 4 INCHES (10 CM) WIDE AND 4 INCHES (10 CM) DEEP ALONG THE LINE OF POSTS AND UPSLOPE FROM THE BARRIER.
  - WHEN STANDARD STRENGTH FILTER FABRIC IS USED, A WIRE MESH SUPPORT FENCE SHALL BE FASTENED SECURELY TO THE UPSLOPE SIDE OF THE POSTS USING HEAVY DUTY WIRE STAPLES AT LEAST 1 INCH (25 MM) LONG, THE WIRES, OR HOG RINGS. THE WIRE SHALL EXTEND INTO THE TRENCH A MINIMUM OF 2 INCHES (5 CM) AND SHALL NOT EXTEND MORE THAN 36 INCHES (90 CM) ABOVE THE ORIGINAL GROUND SURFACE.
  - THE STANDARD STRENGTH FILTER FABRIC SHALL BE STAPLED OR WIRED TO THE FENCE, AND 8 INCHES (20 CM) OF THE FABRIC SHALL BE EXTENDED INTO THE TRENCH. THE FABRIC SHALL NOT EXTEND MORE THAN 36 INCHES (90 CM) ABOVE THE ORIGINAL GROUND SURFACE.
  - THE TRENCH SHALL BE BACKFILLED AND THE SOIL COMPACTED OVER THE FILTER FABRIC.
  - ALL PROJECTS REQUIRE SUBMITTAL OF POLLUTION PREVENTION PLAN (PPP).
  - ALL PROJECTS 1 AC. OR MORE MUST SUBMIT NOTICE OF INTENT (NOI) TO FDEP.

SILT FENCE INSTALLATION DETAIL  
Sheet 1 of 2



ATTACHING TWO SILT FENCES  
NOT TO SCALE

SILT FENCE INSTALLATION DETAIL  
Sheet 2 of 2



- NOTE:
- A CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED AND CONTAIN AN AGGREGATE LAYER (FDOT AGGREGATE NO.1), AT LEAST 6-INCHES THICK. IT MUST EXTEND TO THE WIDTH OF THE VEHICULAR INGRESS AND EGRESS AREA.

STABILIZED CONSTRUCTION ENTRANCE DETAIL

CONSTRUCTION  
ENTRANCE LOCATION  
TO BE DETERMINED  
BY CONTRACTOR AS  
NEEDED

TEMPORARY SILT  
FENCING (TYPICAL)

TEMPORARY SILT  
FENCING (TYPICAL)

CALL 48 HOURS BEFORE YOU DIG.  
IT'S THE LAW  
1-800-432-4770  
SUNSHINE STATE ONE CALL OF FLORIDA, INC.



SCALE: 1" = 10'

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POLLUTION PREVENTION PLAN FOR:  
SINGLE FAMILY RESIDENCE  
3805 S. OCEAN BOULEVARD  
HIGHLAND BEACH, FLORIDA

EnviroDesign Associates Inc.  
www.envirodesign.com  
ENGINEERS • ENVIRONMENTAL CONSULTANTS  
FLORIDA CERTIFICATE OF AUTHORIZATION No. 6506  
298 Pineapple Grove Way Delray Beach, Florida 33444  
Phone: (561) 274-6500 Fax: (561) 274-8558

DRAWN:  
B.A.B.  
CHECKED:  
J.A.P.  
DATE:  
12/16/22  
JOB NO.  
21093-2-ENG  
SHEET NO.  
4 OF 4

**File Attachments for Item:**

**B. Resolution No. 2023-016**

A Resolution of the Town Commission of the Town of Highland Beach, Florida, authorizing the Mayor to execute Amendment Number Six (6) to the State of Florida Department of Transportation (FDOT) District Four (4) Landscape Inclusive Memorandum of Agreement on behalf of the Town of Highland Beach, Florida and providing for an effective date.





# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

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**MEETING TYPE:** Town Commission Meeting

**MEETING DATE** August 1, 2023

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

**SUBJECT:** Amendment Number Six (6) to the Florida Department of Transportation's Landscape Inclusive Memorandum of Agreement for the property located 3805 South Ocean Boulevard

---

## SUMMARY:

On July 20, 2017, the Florida Department of Transportation (FDOT) and the Town of Highland Beach entered into a Landscape Inclusive Maintenance Memorandum of Agreement ("Agreement") for the purpose of maintaining landscape improvements on State Road A1A (South Ocean Boulevard). Since the execution of this Agreement, there have been five (5) amendments to the Agreement as follows:

AMENDMENT NUMBER	LOCATION	FDOT PERMIT NO.	DATE OF EXECUTED AMENDMENT
1	3615 S. Ocean Blvd.	2019-L-496-00005	February 5, 2020
2	Several (crosswalks)	2020-L-496-00002	February 19, 2020
3	2352 S. Ocean Blvd.	2020-L-496-00005	December 21, 2020
4	2500 S. Ocean Blvd.	2021-L-496-00004	January 21, 2022
5	4005 S. Ocean Blvd.	2022-L-496-00008	September 13, 2022

Landscaping improvements are proposed to be installed in FDOT's Right-of-Way (ROW) along State Road A1A at 3805 South Ocean Boulevard and therefore an amendment (No. 6) to the Agreement is required. While this amendment to the Agreement indicates that the Town will maintain the additional landscape improvements, Section 28-10(a) of the Town Code of Ordinances, requires the property owner to be responsible for the maintenance of all landscaping on adjacent public rights-of way as follows:

**Sec. 28-10. - Maintenance standards for cultivated landscape areas.**

*(a) General: The owner, and/or lessee of land subject to this chapter shall be responsible for the maintenance of all landscaping located on their property and on adjacent public rights-of-way, which shall be maintained in good condition so as to present a healthy, neat and orderly landscape area which shall include, but not be limited to, weeding, mulching, fertilizing, pruning, mowing, and edging as generally set forth in this section.*

At the July 13, 2023 Planning Board (“Board”) meeting, the Board granted site plan approval for a new three-story, 9,397 square foot single family residence with pool/spa, and a dune walkover for the property (Development Order No. 22-0012). This site plan approval included a landscape plan for the property and the adjacent FDOT ROW. The ROW landscaping approved by the Board is consistent with the ROW landscaping plan approved by FDOT via permit number 2023-L-496-00004 (Note that FDOT conditionally approved the ROW landscaping subject to approval by the Town Commission). It is worth noting that the Applicant is proposing to remove a black olive tree located along FDOT’s ROW (see sheet LP-2 of the amended Agreement) which is considered a specimen tree according to Section 20-135(b) of the Town Code. While Section 20-135(d) of the Town code requires Town Commission approval for the removal of a specimen tree, hazardous trees are exempt from such approval according to Section 20-124(f) as follows:

*(f)Hazardous trees exempt. In the event that any tree shall be determined to be in a hazardous or dangerous condition so as to endanger the public health, welfare or safety, and requires immediate removal without delay, written authorization may be given by the building department and the trees removed without obtaining a permit as herein required.*

FDOT has designated this black olive tree as hazardous (see attached correspondence from FDOT). Additional trees are proposed to be removed in FDOT’s ROW, which are not considered specimen or historic trees. Aside from specimen or historic trees, Section 20-124(a) of the Town Code exempts single-family homes from the tree removal regulations of Chapter 20, Article IV (Resource Protection Standards).

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**FISCAL IMPACT:**

N/A

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**ATTACHMENTS:**

Aerials

Resolution

Amendment Number six (6) to FDOT Landscape Inclusive Memorandum of Agreement.

Correspondence from FDOT regarding hazardous tree in ROW - dated April 24, 2023.

FDOT Inclusive Landscape Maintenance Memorandum of Agreement – July 20, 2017.

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**RECOMMENDATION:**

At the discretion of the Town Commission



3805 South Ocean Blvd.



# 3805 South Ocean Blvd. (Front)





**TOWN OF HIGHLAND BEACH  
RESOLUTION NO. 2023-016**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NUMBER SIX (6) TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) DISTRICT FOUR (4) LANDSCAPE INCLUSIVE MEMORANDUM OF AGREEMENT ON BEHALF OF THE TOWN OF HIGHLAND BEACH, FLORIDA AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on July 20, 2017, the Town of Highland Beach entered into a Landscape Inclusive Maintenance Memorandum of Agreement with the Florida Department of Transportation (FDOT), District four (4), for the purpose of maintaining landscape improvements by the Town on State Road A1A (South Ocean Boulevard); and

**WHEREAS**, since the execution of the Landscape Inclusive Maintenance Memorandum of Agreement, there have been five (5) amendments to the Agreement which were executed on February 5, 2020 (FDOT Permit No. 2019-L-496-00005), February 19, 2020 (FDOT Permit No. 2020-L-496-00002), December 21, 2020 (FDOT Permit No. 2020-L-496-00005), January 21, 2022 (FDOT Permit No. 2021-L-496-00004), and September 13, 2022 (FDOT Permit No. 2022-L-496-00008), respectively; and

**WHEREAS**, new landscaping improvements (FDOT Permit No. 2023-L-496-00004) are proposed to be installed in the right-of-way of State Road A1A at 3805 South Ocean Boulevard; and

**WHEREAS**, these new landscaping improvements, as noted above, require an amendment to the Landscape Inclusive Maintenance Memorandum of Agreement whereby the Town and FDOT agree to the installation of the improvements at 3805 South Ocean Boulevard; and

**WHEREAS**, the purpose of this Resolution is to authorize the Mayor to execute on behalf of the Town, the amendment to the Landscape Inclusive Maintenance Memorandum of Agreement attached to this Resolution; and

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

**Section 1.** The recitations set forth above are true, accurate and correct and are incorporated herein.

**Section 2.** That the Mayor is authorized to execute amendment number six (6) to the State of Florida Department of Transportation Landscape Inclusive Memorandum of Agreement attached to this Resolution and made a part hereof.

**Section 3.** That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

**Section 4.** This Resolution shall be effective immediately upon adoption.

**DONE AND ADOPTED** by the Town Commission of the Town of Highland Beach, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**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 Goldberg

**YES NO**



**SECTION: 93060000**  
**STATE ROAD: A1A**  
**PERMIT: 2023-L-496-00004**  
**COUNTY: PALM BEACH**

**DISTRICT FOUR (4) AMENDMENT NUMBER SIX (6) TO STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION  
LANDSCAPE INCLUSIVE MEMORANDUM OF AGREEMENT**

**THIS AMENDMENT** Number Six (6) to the Agreement dated July 20, 2017, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between the State of Florida Department of Transportation hereinafter called the **DEPARTMENT** and the **TOWN OF HIGHLAND BEACH**, a municipal corporation of the State of Florida, hereinafter called the **AGENCY**.

**W I T N E S S E T H**

**WHEREAS**, the parties entered into the Landscape Inclusive Maintenance Memorandum of Agreement dated, July 20, 2017 for the purpose of maintaining the landscape improvements by the AGENCY on State Road A1A (South Ocean Boulevard); and,

**WHEREAS**, the DEPARTMENT and the AGENCY have agreed to add additional landscape by permit to be installed on State Road A1A (South Ocean Boulevard) in accordance with the above referenced Agreement; and,

**NOW THEREFORE**, for and in consideration of mutual benefits that flow each to the other, the parties covenant and agree as follows:

1. Pursuant to Page 7, Paragraph 7 of the Landscape Inclusive Maintenance Memorandum of Agreement for State Road A1A (South Ocean Boulevard) dated July 20, 2017, the DEPARTMENT will allow an adjacent property owner to construct additional landscape improvements or to modify an improvement as indicated in **Exhibit "A"**, State Road A1A (South Ocean Boulevard) from M.P. 6.011 to M.P. 6.030. In accordance with the plans attached as **Exhibit "B"**.
2. The AGENCY shall agree to maintain the additional landscape improvements in the Agreement described above according to the Maintenance Plan, Exhibit "E" of the original agreement and as follows:

## **PART II. SPECIFIC PROJECT SITE MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS**

1. The landscape design intention within the ROW is to maintain a low profile for the ultimate visibility to oncoming traffic and safety. Thus, only very small accent trees (Garcinia Trees), agave, low shrubs and groundcovers are specified on our plan.
2. To maintain the intended appearance of all shrubs and turf grass, apply Osmocote® 14-14-14 or Nutricote® 13-13-13 per the manufacturer's specifications. Product can be broadcast or sprinkled at the plant's base, but avoid letting it sit on leaves.
3. Groundcover and shrub horizontal growth shall be maintained to prevent foliage from growing beyond the limits of the planting areas shown on the plan. Maintain 12" setback from the foliage to the edge of curb, pavement, sidewalk and/or other hardscape improvements.
4. Maintain the vertical height of:
  - Podocarpus Pringles between 18" and 24", full to ground
  - Ficus Green Island between 8" and 12", full to ground
  - St Augustine Floratan or Palmetto sod trim down to 1-1.5" and not to exceed 3" between cuts.
5. Inspect groundcovers and shrubs monthly.
6. Evaluate plant material on a monthly basis for pests, diseases, drought stress or general decline. If required, follow the integrated pest management program established by the Agency to ensure healthy plants.
7. Concrete pavers shall be inspected on a yearly basis for the aesthetic appearance and safety conditions. Address any issues identified by repairing or replacing those specific locations. To maintain the overall aesthetic appearance and safety of the concrete pavers they shall be cleaned on a yearly basis to prevent mold, dirt, oil, and gum build up. Joints and cracks in concrete, patterned concrete or asphalt, concrete pavers, concrete curbs, expansion joints, catch basins, gutter areas, etc. shall be inspected on a bi-yearly basis to keep those areas free of weeds.
8. Inspect the irrigation system performance on a monthly basis to ensure the system is providing 100% coverage, does not have sections of low pressure, heads and valves are clean and clear of debris and any damaged irrigation components (i.e., spray nozzles, spray heads, valve boxes, etc.) are repaired or replaced.
9. Ensure exterior lighting complies with turtle safe practices.

Except as modified by this Amendment, all terms and conditions of the original Agreement and all Amendments thereto shall remain in full force and effect.

## LIST OF EXHIBITS

Exhibit A - Landscape Improvements Maintenance Boundaries Limits

Exhibit B - Landscape Improvement Plans

**In Witness whereof**, the parties hereto have executed with this Amendment effective the \_\_\_\_ day \_\_\_\_\_ year written and approved.

### TOWN OF HIGHLAND BEACH

### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Chairperson/Mayor/Manager

By: \_\_\_\_\_  
Transportation Development Director

Attest: \_\_\_\_\_ (SEAL)  
Clerk

Attest: \_\_\_\_\_  
Executive Secretary

Legal Review                      Date

Legal Review                      Date

\_\_\_\_\_

\_\_\_\_\_  
Office of the General Counsel

<b>SECTION:</b>	<b>93060000</b>
<b>STATE ROAD:</b>	<b>A1A</b>
<b>PERMIT:</b>	<b>2023-L-496-00004</b>
<b>COUNTY:</b>	<b>PALM BEACH</b>

## **EXHIBIT A**

### **LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES LIMITS**

#### **I. ORIGINAL INCLUSIVE LANDSCAPE MAINTENANCE AGREEMENT LIMITS:**

State Road A1A (South Ocean Boulevard) from approximately ¼ mile North of Spanish River Blvd (M.P. 4.868) to approximately ½ mile South of Linton Blvd (M.P. 7.711)

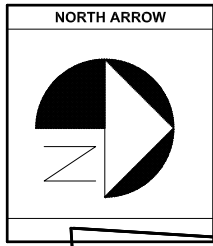
#### **II. LANDSCAPE PERMIT PROJECT LIMITS (THIS PROJECT):**

State Road A1A (3805 South Ocean Boulevard) from M.P. 6.011 to M.P. 6.030

See attached map\*

\*All other limits of the original agreement and amendments shall apply





GRAPHIC SCALE (1 IN = 20 FT.)



SSMH  
RIM +3.60

STATE ROAD A-1-A (S. OCEAN BOULEVARD)  
CENTERLINE

LIMITS OF MAINTENANCE  
BY CITY OF HIGHLAND BEACH

50'-0"  
ROW TO C/L

"WORK LIMITS  
BEGIN PROJECT  
MP 6.011

LIMITS OF MAINTENANCE BY  
CITY OF HIGHLAND BEACH

C.A. = 0°15'59"  
RADIUS = 21,536.90  
ARC = 100.07'

S.V.

INGROUND  
VALVE

COASTAL CONSTRUCTION CONTROL LINE  
(PMT BOOK 60, PAGE 154)  
(DATED AUGUST 1987)

PAVED

DRIVEWAY

DRIVEWAY

DRIVEWAY  
COURT

DRIVEWAY  
COURT

"WORK LIMITS  
END PROJECT  
MP 6.030

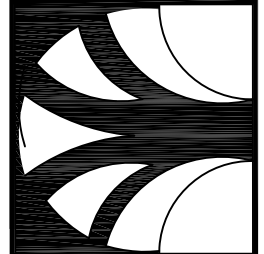
FDOT ROW.

SHEET NO.  
**MP-1**

JOB NO:  
DRAWN BY: LIV  
DATE: 05.02.23  
SCALE: 1"=20'-0"

ZESSIN RESIDENCE  
3805 S. OCEAN BLVD, HIGHLAND BEACH, FL,  
LANDSCAPE IMPROVEMENT  
MAINTENANCE  
BOUNDARY MAP  
CITY OF HIGHLAND BEACH

**MAJESTIC VIEWS**  
Landscape Architects, Inc.  
Landscape Architecture - Construction Management  
4711 Cypress Drive South, Boynton Beach, FL 33436  
Phone (561) 752-9835 Fax (561) 752-4110  
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<b>SECTION:</b>	<b>93060000</b>
<b>STATE ROAD:</b>	<b>A1A</b>
<b>PERMIT:</b>	<b>2023-L-496-00004</b>
<b>COUNTY:</b>	<b>PALM BEACH</b>

## **EXHIBIT B**

### **LANDSCAPE IMPROVEMENT PLANS**

The AGENCY agrees to install the landscape improvements in accordance with the plans and specifications attached hereto and incorporated herein.

Please see attached plans prepared by: Louis Ilias Vlahos, PLA  
Majestic Views Landscape Architects, Inc.  
April 26, 2023

FDOT GENERAL NOTES

- GOVERNING STANDARD PLANS:  
Florida Department of Transportation, FY 2022-23 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs) are available at the following website: <https://www.fdot.gov/design/standardplans>
- GOVERNING STANDARD SPECIFICATIONS:  
Florida Department of Transportation, July 2022 Standard Specifications for Road and Bridge Construction at the following website: <https://www.fdot.gov/programmanagement/implemented/specbooks>
- Any plant material substitution within or impacting the FDOT Right of Way whether requested by the Contractor, Owner, Landscape Architect or other will need to get approval from the FDOT District Landscape Architect.
- Architectural Pavers installation for sidewalks, medians, driveways, or roadways within the FDOT right of way shall comply with current FDOT Standard Specification 526.  
Online Reference: [https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/specbooks/january-2022/january2022-ebook.pdf?sfvrsn=752d1333\\_4](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/specbooks/january-2022/january2022-ebook.pdf?sfvrsn=752d1333_4)
- Ownership of all suitable excavated materials, as determined by the Department, shall remain in the Department until a final acceptance of the permitted project is fulfilled. Excavated materials shall be hauled by the Permittee, at their cost & expense from the site to the FDOT Palm Beach Operations Center or stockpiled in those areas as directed by the Department, including asphalt millings.

F.D.O.T. GENERAL NOTES

- All materials and construction within the Florida Department of Transportation Design (F.D.O.T.) right-of-way shall conform to the latest edition F.D.O.T. Design Standards and latest edition Standard Specifications for Road and Bridge Construction.
- Contractor shall repair any and all damage done to FDOT property during demolition relocation &/or installation activities at his sole expense.
- Architectural pavers installation within the FDOT ROW shall comply with current FDOT Standard Specification 526.
- For any references to "Owner" or "Landscape Architect", it includes "and FDOT District Operations Manager"
- Ownership of all suitable excavated materials, as determined by the Department, shall remain in the Department until a final acceptance of the permitted project is fulfilled. Excavated materials shall be hauled by the Permittee, at their cost & expense from the site to the Palm Beach Operations Center or stockpiled in those areas as directed by the Department, including asphalt millings.
- Maintenance of Traffic M.O.T. for this project will comply with the FDOT Standard Index (600 series) and the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD). Special attention will be given to FDOT Design Standard Index 611, 612, 613, and 660.
- It is the Permittee's responsibility to obtain final acceptance of permitted work (completed) and the restoration of the Right-of-way from the FDOT prior to usage.
- Permittee will restore the Right-of-way as a minimum, to its original condition or better in accordance w/FDOT's latest Standard Specifications for Road & Bridge Construction or as directed by the Resident Operations Engineer.
- Sodded areas will be in accordance with Standard Index 105 and sections 162, 981,982,983, 987 of the FDOT's Standard Specifications and Bridge Construction, latest edition. All disturbed areas will be sodded within one (1) week of installation of said permitted work.
- Restricted hours of operation will be from 9:00am-3:30pm, (Monday-Friday), unless otherwise approved by the Operations Engineer, or designee.
- Permittee will coordinate all work with David Moore of Transfield Services at 954-317-8044, [moored@transfieldservices.com](mailto:moored@transfieldservices.com). Coordination will include a Pre-Construction meeting.

PERMITTEE: PLEASE NOTE:

- Permittee's contractors that are performing permitted work activities shall provide the FDOT (Permit Office) proof of a proper state contractor's license and certificate of liability insurance prior to any commencement of permitted work.
- The installation of all new landscape materials will be in accordance with current editions of the Standard Indices #546, 544 and 700 (horizontal clearance/clear zone requirements).
- Permittee will provide the FDOT with certified "As-Built" plans prior to final acceptance of the permitted work.

MAINTENANCE AGREEMENT NOTES

- Any non-standard component specified on FDOT right of way (such as planting in addition to trees and sod, Hardscape, and/or an irrigation system) requires a Maintenance Memorandum of Agreement (MMOA). FDOT requires an executed MMOA prior to installation of the project. Please submit MMOA documents with next submittal. (Contact Mary An Randolph [MaryAnn.Randolph@dot.state.fl.us](mailto:MaryAnn.Randolph@dot.state.fl.us) - 954-677-7897) for more information about the MMOA.

F.D.O.T. SUBMITTAL DOCUMENTS

3805 SOUTH OCEAN BOULEVARD, HIGHLAND BEACH, FLORIDA  
Permit # 2023-L-496-00004

F.D.O.T. SAFETY NOTES

- Design speed for South Ocean Blvd. ( State Road A1A) is indicated as 35 MPH)
- Clear Sight Limits is indicated on plans per FDOT Design Standard Index 546. Reference: <http://www.dot.state.fl.us/rddesign/DS/13/IDx/00546.pdf>

F.D.O.T. PLANTING NOTES

- "Landscape installation shall comply with current FDOT Standard Specifications 580. Referen- <http://www.dot.state.fl.us/specificationsoffice/implemented/SpecBooks/2013/Files/580-2013.f>
- Planting details use FDOT Standard Index 544 Details/ Landscape Installation. Online Reference: <http://www.dot.state.fl.us/rddesign/DS/13/IDx/00544.pdf>
- Sod areas are existing and proposed as part of this project.
- Sodded areas will be in accordance with Standard Index 105 and sections 162, 575, 981, 982, 983, 987 of the Department's Standard Specifications for Road and Bridge Construction, latest edition. All disturbed areas will be sodded within one (1) week of installation of said permitted work.

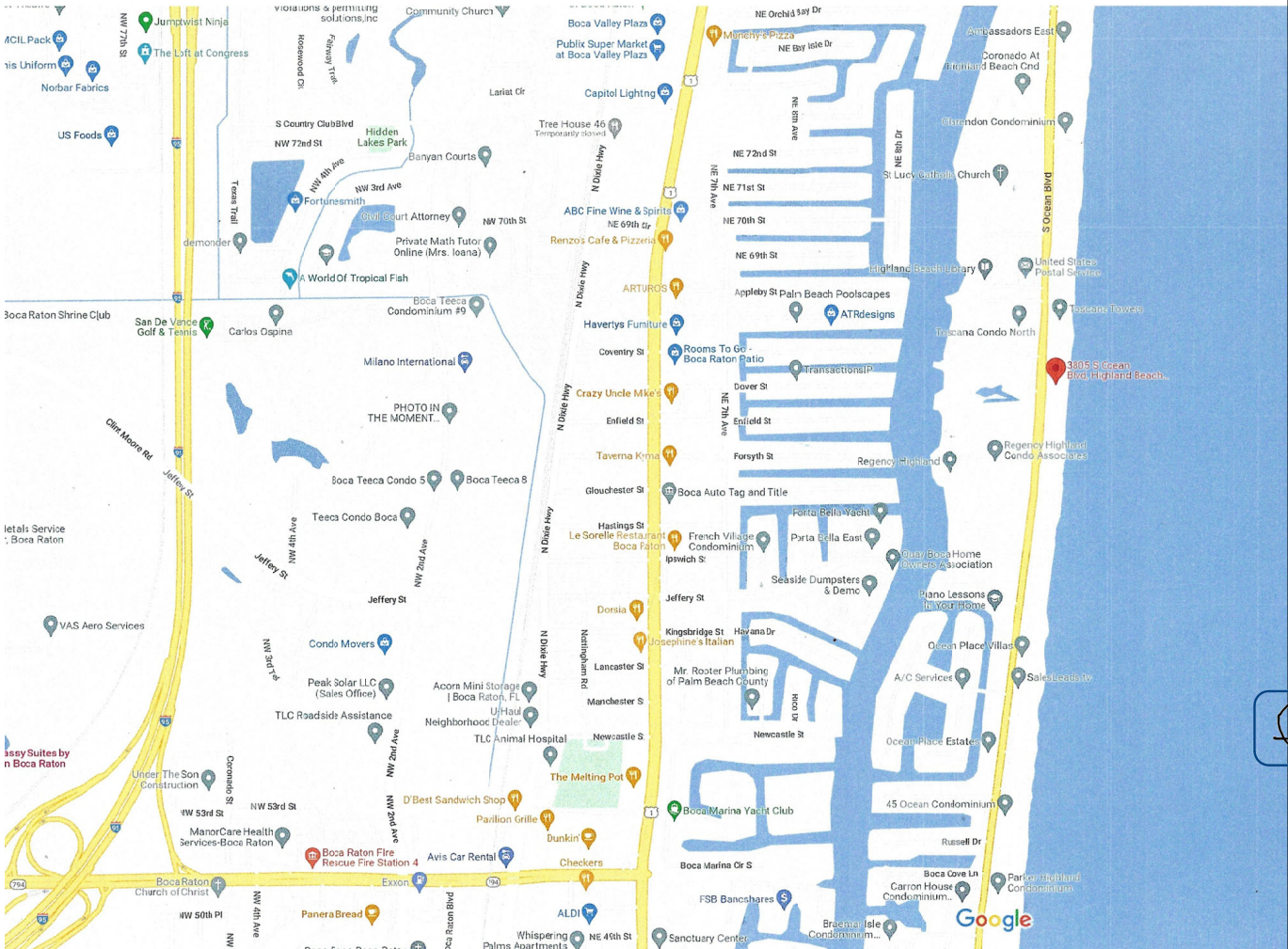
F.D.O.T. IRRIGATION NOTES

- The irrigation system shall use the lowest quality water available which adequately and safely meets the water needs of the system. Storm water, reclaim water, or grey water irrigation shall be used whenever possible.
- Irrigation and its water source must be indicated for proposed landscape. Irrigation contractor will provide as built Irrigation Plan prior to final inspection.
- DOT requires 24 hour emergency access to water source.
- Irrigation plan need to indicate water connection points and electrical connection for proposed controllers and pumps.
- Verify that above-ground Irrigation items such as backflow preventers, pumps and controllers are not located within the Horizontal Clearance Zone.
- Contractor shall provide FDOT District Operations Manager with a set of "As-Built" irrigation plans.
- Sleeving must be 36" below the roadway. Verify with FDOT Maintenance that sleeving /directional bore is permitted at this time. A newly resurfaced road cannot be disturbed for 5 years.
- Permittee's representative & an FDOT Inspector must be on site during all boring activities. Upon completion of the boring activities, Permittee shall provide all documentation to be in accordance with FDOT Standard Specifications, Section 555 or 556, whichever is applicable.
- Permittee's contractors that are performing directional drilling and or jack and bore activities shall provide the Department (Permits Office) proof of a proper state contractor's license and certificate of liability insurance prior to any commencement of permitted work.
- Permittee will ensure that all locates have been performed prior to scheduling of any boring activities. This shall include soft digs to verify vertical & horizontal alignment.

DISCLAIMER

- The Landscape Architects plans and calculation are based on information provided by the Surveyor, Civil Engineer and Architect. See Engineering Plans for any roadway & driveway construction, grading & drainage, utilities, etc. The Landscape Plans are solely for approval of landscape and irrigation improvements and their relationship w/ exist elements within the ROW ,required DOT Sight Lines and FPL Right Tree Right Place requirements.

3805 S Ocean Blvd



LOCATION MAP



ZESSIN RESIDENCE  
3805 SOUTH OCEAN BLVD, HIGHLAND BEACH, FLORIDA

DOT COVER SHEET

MAJESTIC VIEWS

Landscape Architects, Inc

Landscape Architecture - Construction Management

4711 Cypress Drive South, Boynton Beach, FL 33436

Phone (561) 752-9835 Fax (561) 752-4110

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LOUIS ILIAS VLACHOS  
LANDSCAPE ARCHITECT

DocuSigned by:

CEB-1860F30B498  
LA #6666677  
LC #26000319

REV. NO.	DATE
REV. 1.	03.03.23


JOB NO:
DRAWN BY: LIV
DATE: 02.06.23
SCALE: AS SHN

SHEET NO.  
CO-1

3805 SOUTH OCEAN BOULEVARD  
PERMIT# 2023-L-496-00004

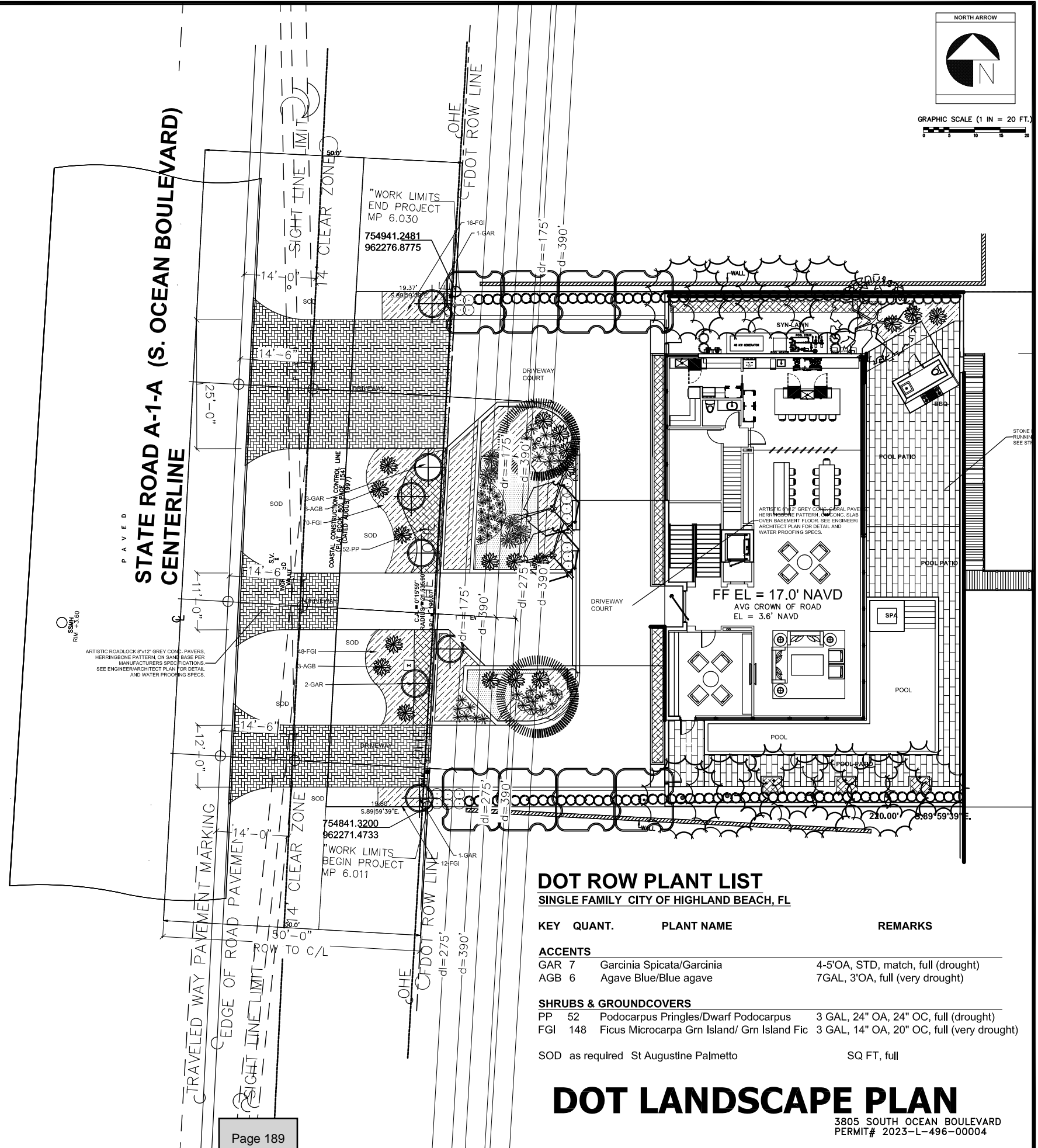


### FDOT PLANTING NOTES

1. For the portion of landscape plant material that will be installed within the FDOT Right of Way, landscape installation shall comply with current applicable FDOT Maintenance Specification 580. Online Reference: [ssm5800000wd-722-i17992.pdf \(windows.net\)](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/design/standardplans/2023/idx/580-001.pdf)
2. For the portion of landscape plant material that will be installed within the FDOT Right of Way refer to the FDOT Standard Plans Index 580-001 Landscape Installation. Online Reference: <https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/design/standardplans/2023/idx/580-001.pdf>
3. Cypress Mulch is not permitted on FDOT right of way. Mulch permitted to be used are Hardwood Mulch (containing no Cypress products), Recycled Mulch or approved equal, certified by the Mulch and Soil Council (MSC). Submit proof of certification to the FDOT District Operations Permit Landscape Inspector upon inspection.
4. Sodded areas will be in accordance with Standard Plans Index 570-010 and Standard Specifications Sections 162, 570, 981, 982, 983, 987 of the Department's latest edition of Governing Design Standards and Standard Specifications. All disturbed areas will be sodded within one (1) week of installation of said permitted work.

### GENERAL PLANTING NOTES

1. All planting notes to be Florida #1 grade or better as stated in "grades and standards for nursery plants" part I and part II (2007), State of Florida, Department of Agriculture, Tallahassee.
2. All prohibited plant species shall be eradicated from the site.
3. All plant material to be handled and planted in accordance with standard nursery practices and in compliance with Sec. 28-9 (c-g) of the Town Code..
4. All plant material to be guaranteed for a period of ninety (90) days from date of installation.
5. All planting beds to receive three (3) inches of maleleuca, recycled bark or other mulch, type "B", or better. (no cypress mulch)
6. All planting areas must be irrigated to provide (100% coverage & 100% overlap) by an automatic irrigation w/water sensor system installed by certified irrigation contractor. The water source is reclaim water so all system components must be compatible w/ reclaim water usage as required.
7. Sod and irrigation will be provided within all the unpaved areas including the R.O.W.
8. All mechanical equipment must be screened on three sides w/a hedge, solid fence or wall to a height minimum 6" above the item.
9. All underground utilities should be located 48 hours prior to commencement of landscape construction. The Landscape and/or Irrigation contractor is responsible to call toll free **1.800.432.4770 SUNSHINE STATE ONE CALL OF FLORIDA, INC.**
10. The general contractor is responsible for rough grade within two-three (2-3) inches of final grade.
11. In case of discrepancies, the landscape plan takes precedence over the plant list.
12. All existing trees to remain will be trimmed, pruned and protected with an appropriate construction barrier.
13. A minimum distance of 15 ft. separates all trees from pole lights and overhead utility lines.
15. **Within all site triangles there shall be unobstructed visibility within 2.5' and 6' above pavement level.**
16. **Any trees and shrubs within water, sewer or drainage easements shall conform** to City of Highland Beach Standard LD 1.1 & LD 1.2.
17. No trees/palms shall be planted over exfiltration trenches.

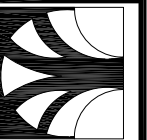


ZESSIN RESIDENCE  
3805 SOUTH OCEAN BLVD, HIGHLAND BEACH, FLORIDA

DOT LANDSCAPE PLAN

**MAJESTIC VIEWS**  
Landscape Architects, Inc.  
Landscape Architecture - Construction Management

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LOUIS ILIAS VLAHOS  
LANDSCAPE ARCHITECT

LA #6666677  
LC #26000319

REV. NO.	DATE
REV. #1.	12.06.22
REV.#2/DEP	01.10.23
DOT #3	02.06.23
DOT #4	03.03.23

JOB NO:  
DRAWN BY: LIV  
DATE: 06.10.22  
SCALE: 1" = 20'


SHEET NO.  
LP-1

TREE SURVEY DATA AND MITIGATION CALCS


Item#	Species Common Name	Species Scientific Name	Qty	Height	Spread	DBH	Condition	Notes	Disposition	Replacement	City Comments
#1	Seagrape Tree	Coccoloba Uvifera	1	16'oa	8'	4"	30%	In way of new construction/ elevation increase	remove	not required	tree removal permit, not required
#2	Seagrape Tree	Coccoloba Uvifera	1	16'oa	10'	8"	40%	In way of new construction/ elevation increase	remove	not required	tree removal permit, not required
#3	Seagrape Tree	Coccoloba Uvifera	1	20'oa	12'	24"	40%	In way of new construction/ elevation increase	remove	not required	tree removal permit, not required
#4	Chinese Fan Palm	Livistonia Chinensis	1	8'wd	10'	5"	65%	In way of new construction/ elevation increase	remove	not required	tree removal permit, not required
#5	Chinese Fan Palm	Livistonia Chinensis	1	8'wd	10'	5"	30%	Damaged due to Ficus above	remove	damaged not required	tree removal permit, not required
#6	Benjamins Ficus	Ficus Benjaminia	1	2'oa	20'	30"	20%	In way of new construction/ utilities conflict	remove	not required conflict w/ utilities	tree removal permit, not required
#7	Gumbo Limbo	Bursera Simaruba	1	22'oa	12'	14"	40%	Conflict QAW, elevation increase	remove	not required conflict w/ utilities	tree removal permit, not required
#8	Black Olive	Buckia Buceras	1	30'oa	14'	16"	30%	Hazardous Tree removal required.	remove	Determined as hazardous tree n/a.	removal approved/ hazardous tree.
#9	Carrotwood Tree	Cupanlopsis anacardioides	1	12'oa	8'	6"	45%	Invasive Species removal required	remove	not required	tree removal permit, not required
#10	Gumbo Limbo	Bursera Simaruba	1	18'oa	14'	12"	40%	In way of new construction/ lean damaged	remove	damaged not required	tree removal permit, not required
#11	Seagrape Tree	Coccoloba Uvifera	1	26'oa	10'	8"	20%	In way of new construction/ damaged trunk	remove	damaged not required	tree removal permit, not required
#12	Brazilian Pepper	Schinus Terebinthifolia	1	20'oa	20'	14"	20%	Invasive Species removal required	remove	not required	tree removal permit, not required

Specimen Tree #8 was determined as hazardous per Sec. 20-124(f) and Sec. 20-135(d), shall be removed /permitted accordingly


EXISTING TREE LEGEND

- 

#0

EXISTING SPECIMEN TREES TO REMAIN/PRESERVED
- 

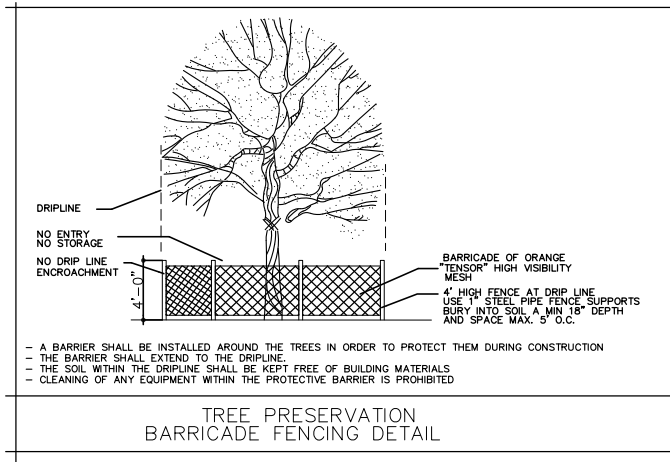
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EXISTING TREES TO BE RELOCATED/APPAISED
- 

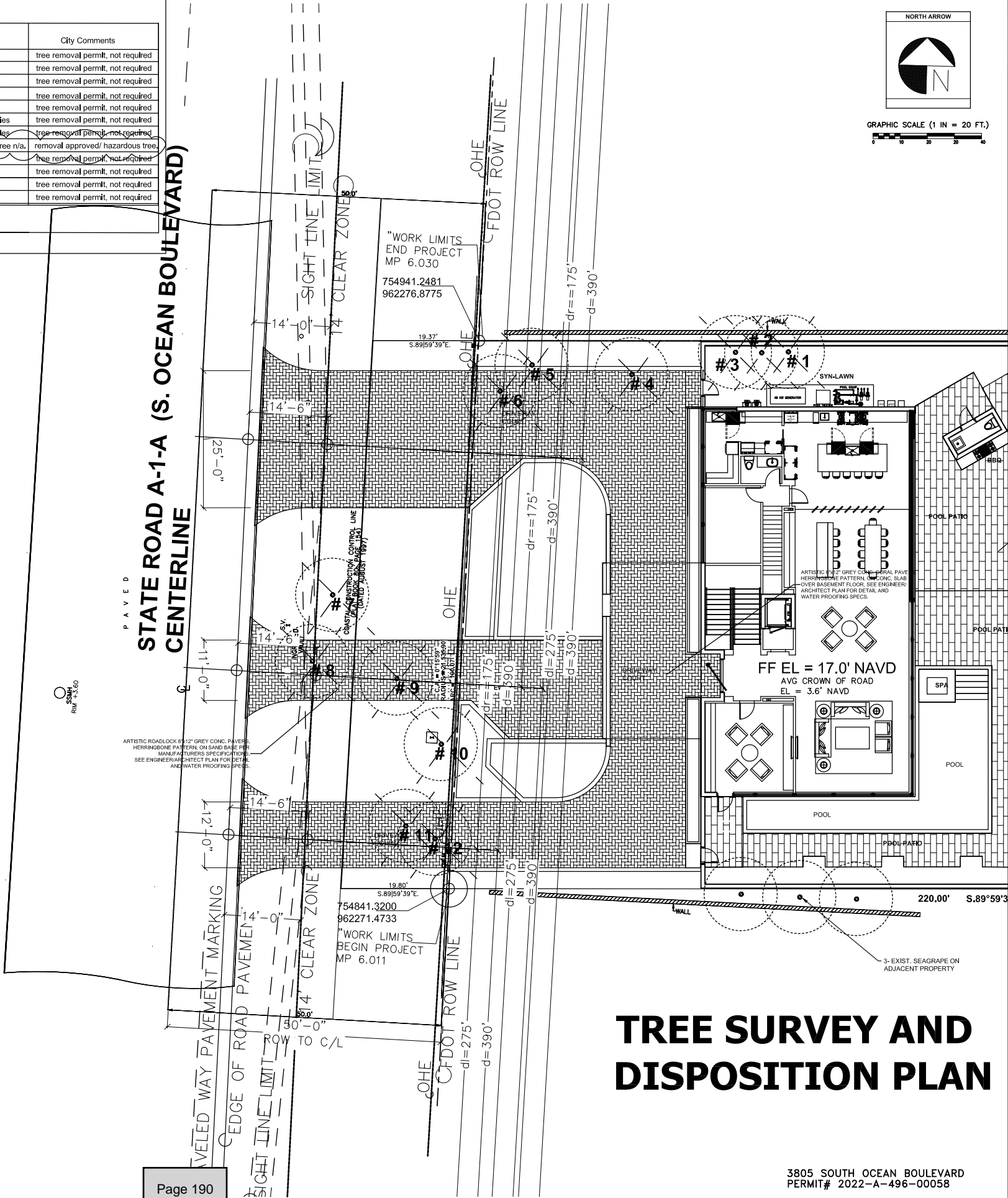
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EXISTING TREES TO BE REMOVED/APPAISED

- All existing trees to be appraised by licensed arborist per ANSI standards.
- All existing trees/ palms to remain or relocate must be protected by approved tree barrier. See tree barrier detail.
- All trees/ palms to remain or relocated must be trimmed by licensed arborist per ANSI standards.
- All trees/ palms to remain or relocate must be fertilized w/ an all purpose time release fertilizer.



STATE ROAD A-1-A (S. OCEAN BOULEVARD)  
CENTERLINE



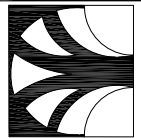
TREE SURVEY AND  
DISPOSITION PLAN

3805 SOUTH OCEAN BOULEVARD  
PERMIT# 2022-A-496-00058

ZESSIN RESIDENCE  
3805 SOUTH OCEAN BLVD, HIGHLAND BEACH, FLORIDA

DOT DISPOSITION PLAN

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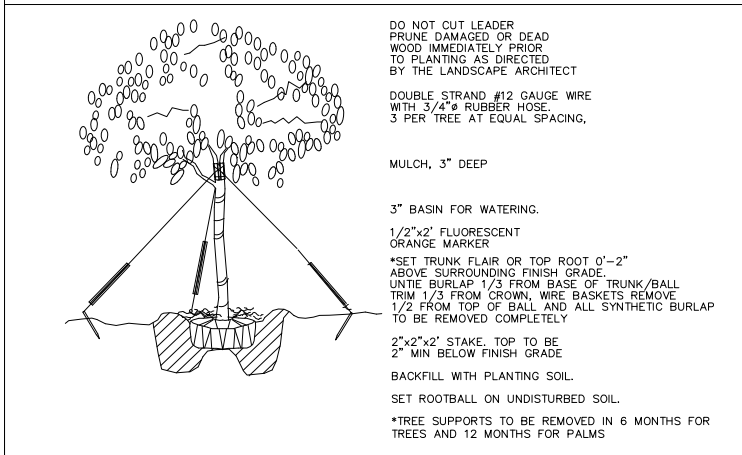
LOUIS ILIAS VLACHOS  
LANDSCAPE ARCHITECT

LA #6666677  
LC #26000319

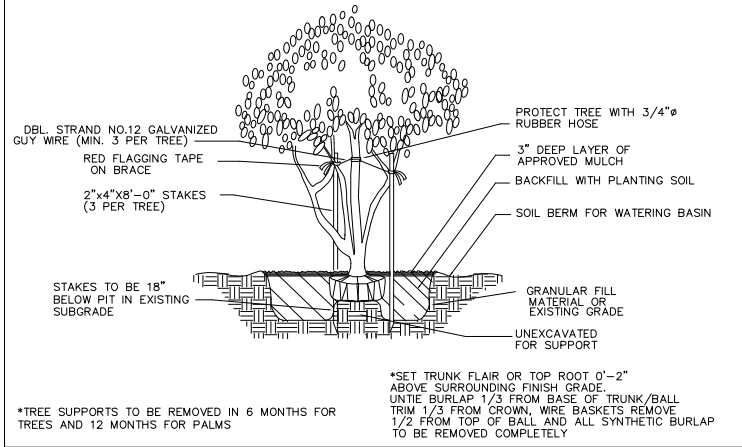
REV. NO.	DATE
REV. #1.	12.06.22
REV.#2/DEP	01.10.23
REV. #3.	02.20.23
REV. #4.	03.03.23
REV. #5.	04.26.23

JOB NO:  
DRAWN BY: LIV  
DATE: 06.10.22  
SCALE: 1" = 10'

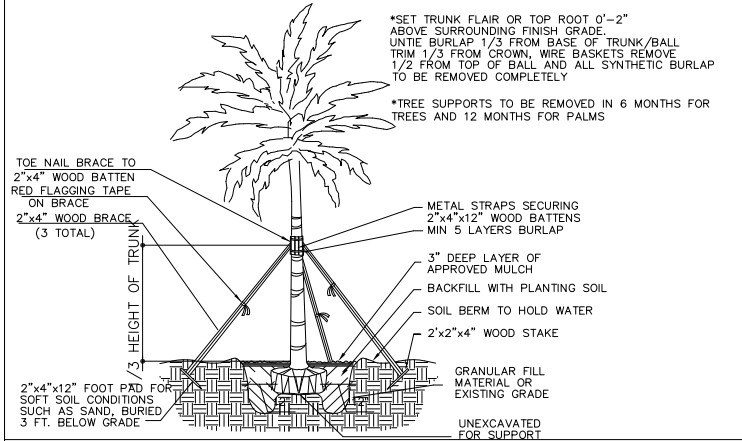
SHEET NO.  
LP-2



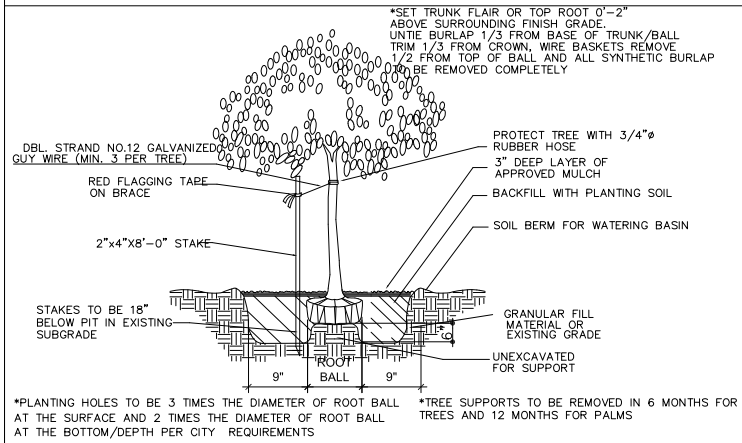
LARGE TREE  
(2" cal. and over) PLANTING DETAIL



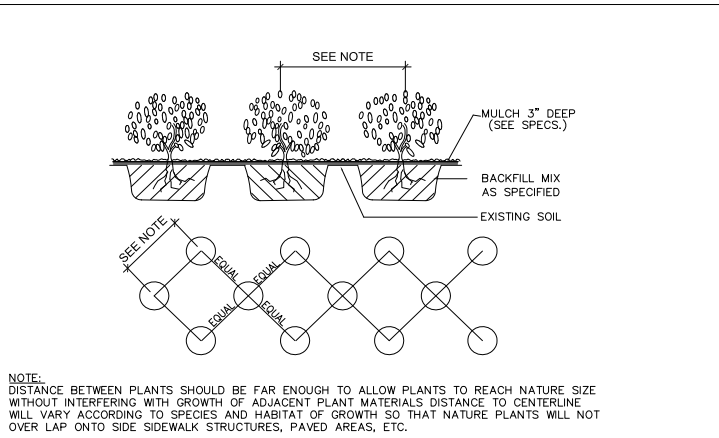
MULTI- TRUNK AND SMALL TREE  
(2" cal. and under) PLANTING DETAIL



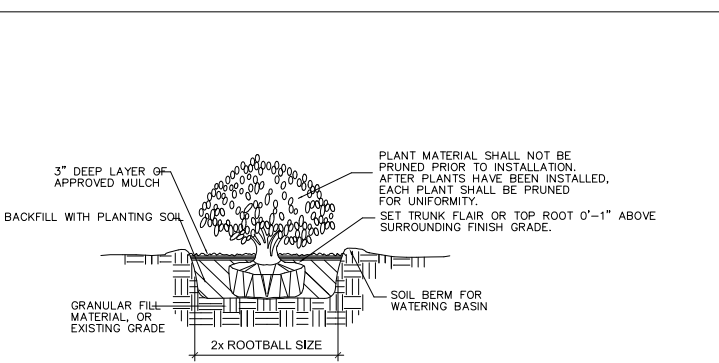
PALM PLANTING DETAIL



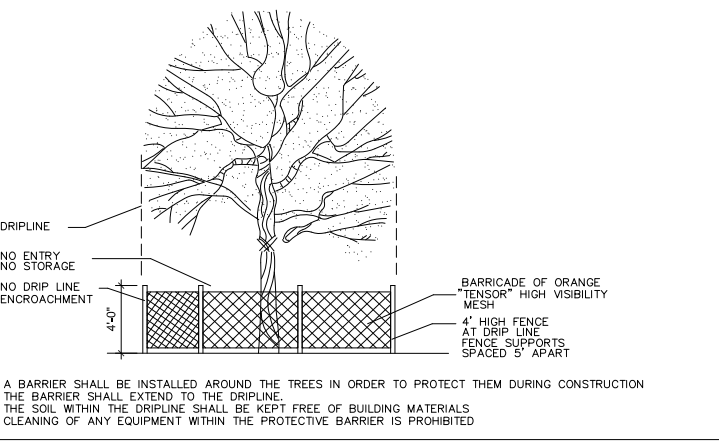
SMALL TREE  
(2" cal. and under) PLANTING DETAIL



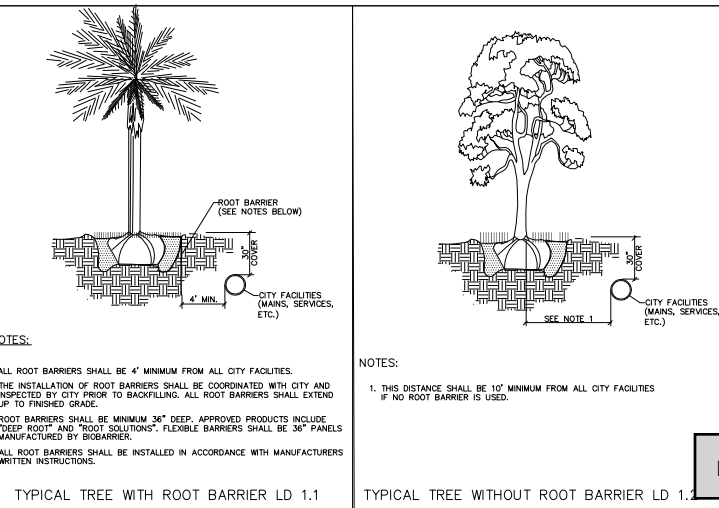
SHRUB/ GROUNDCOVER SPACING DETAIL



SHRUB PLANTING DETAIL



TREE PRESERVATION  
BARRICADE FENCING DETAIL



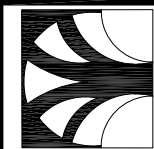
## GENERAL NOTES:

1. PLANT MATERIAL: All plant material shall be Florida #1 or better as established by "Grades and Standards for Nursery Plants" of the state of Florida, Department of Agriculture.
2. All trees, shrubs and groundcovers shall be of the sizes as specified in the Plant List.
3. Quantities listed on the the Plant List are for estimating purposes. Contractor shall verify all quantities. Mulch, topsoil, fertilizer, etc. shall be included in the unit cost of the plants.
4. Where there is a discrepancy either in quantities, plant names, sizes or specifications between the plan or plant list, the plan takes precedence.
5. All planting beds and water basins for trees shall be covered with a 3" minimum depth of shredded eucalyptus or other organic mulch grade 'B' or better.
6. The Planting Plan shall be installed in compliance with all existing City codes and applicable deed restrictions.
7. SOD: All areas not used for buildings, vehicular use areas, walks or planting beds shall be grassed. Grassing shall extend to any abutting street pavement edge and to the mean waterline of any abutting canal, lake or waterway. Sod to be grade "A" weed free. All areas marked "Lawn" shall be St. Augustine "Floratum" solid sod. The Dry Retention area shall be "Bahia Grass" / "Paspalum Notatum". All sod shall be set level tight and even along planting beds. Landscape contractor is responsible for providing their own square footage takeoffs and field verification to provide 100% sod coverage of all areas specified
8. PLANTING SOIL: All trees and shrubs shall be planted with a minimum of 12" topsoil around and beneath the rootball. Minimum topsoil shall be 6" for groundcover areas, 4" for seeded grass areas and 2" for sodded grass areas.
9. Planting soil to be a weed-free mixture of 50% sand, 40% muck, and 10% Canadian peat. All plant material to receive planting soil as per details. Planting soil backfill for all proposed Date Palms, Coconut Palms, Royal Palms and Liriope shall be backfilled with 80% sand and 20% muck mixed with existing soil free of rock and debris. Bougainvillea species shall be backfilled with 100% sand at time of planting.
10. Contractor is responsible for determining all utility locations and installing facilities so as to not conflict. All damage to existing utilities or improvements caused by Contractor shall be repaired at no additional cost to the Owner.
11. Contractor to notify "Sunshine" at 1-800-638-4097 (48) hours prior to digging for underground utility locations.
12. Contractor shall be responsible for providing final grading of all associated planting areas.
13. After final grade, area to be raked to 6" depth and all rock and foreign inorganic materials removed and disposed of properly off-site.
14. All planting holes to be hand dug except where machine dug holes will not adversely affect or damage utilities or improvements (see note 8).
15. No plunging of any tree or palm will be accepted. All plants to be planted w/ trunk flair or surface root 10% above grade (per City requirements).
16. Contractor shall stake & guy all trees and palms at time of planting as per the appropriate detail. Contractor is responsible for the maintenance and/or repair of all staking and guying during warranty period.
17. All parking islands measuring less than 11 feet (including curbs) due to turning radii requirements shall have root barriers installed against the full perimeter of the island. All limerock shall be excavated from islands to a depth of 2-1/2 feet and backfilled with the specified planting mix.
18. Fertilizer for grass areas shall be NPK 16-4-8 @ 12.5 lbs/1000 s.f. or 545 lbs/acre. Nitrogen 50% slow release form & fertilizer to include secondary micronutrients.
19. SUBSTITUTIONS AND CHANGES: All substitutions and changes shall be approved in writing prior to installation. Any discrepancies between plans, site and specifications shall be brought to the immediate attention of the Architect, the owner and The City of Highland Beach
20. WATERING: All plant material shall be watered in at time of planting in accordance with standard nursery practices. In addition, Contractor will continue watering of plant material until substantial completion and as needed thereafter for a period of 2 months.
21. EXISTING MATERIAL: All existing material shall be brought to current city code standards. all existing hedges must be continuous as required.
22. DRAINAGE EASEMENT: Written approval must be obtained from local water management district prior to planting within the drainage easement.

23. All new plant material shall be guaranteed for 1 year from time of final acceptance of project. Any plant material not in a healthy growing condition will be replaced by the Contractor at no additional cost to the Owner within 10 days of notification. For all replacement plant material, the warranty period shall be extended an additional 45 days beyond the original warranty period. Warranty is null and void for plant material which is damaged or dies as a result of "acts of God" limited to hail, freeze, lightning, automobile damage, and winds exceeding 75 mph as defined by the Miami Hurricane Center. All trees that lean or are blown over, caused by winds less than 75 mph, will be re-set and braced by the Contractor at no additional cost to the Owner.
24. Type "D" curbing and wheel stops shall be provided in the V.U.A. Refer to paving and drainage detail sheet for detail of type "D" curb and wheel stop.
25. The successful bidder shall furnish to the Owner a unit price breakdown for all materials. The Owner may, at its discretion, add or delete from the materials utilizing the unit price breakdown submitted.
26. No plant material will be accepted showing evidence of cable, chain marks, equipment scars, or otherwise damaged.
27. Plant material will not be accepted when the ball of earth surrounding its roots has been cracked, broken or otherwise damaged.
28. Root-prune all trees a minimum of (8) weeks prior to planting.
29. Tree grates shall be positioned to meet in the center of treewell and have uniform spacing around outside edges of castings. Install grates where indicated on plans flush and leveled with surrounding pavement surface. Install steel angle frame, in concrete flush and leveled with surrounding paving surface, maintain flush and leveled at all times.
30. All landscaped areas will be irrigated by an underground, automatic, rust-free irrigation system providing 100% coverage and 100% spray overlap. The system shall be maintained in good working order and designed to minimize water on impervious services and not overspray walkways. A rain sensor device shall be installed to override the irrigation cycle of the system when adequate rainfall has occurred.
31. Hedge material shall be planted equal to the height of all dumpsters, transformers, mechanical equipment and other ground free-standing utility equipment or enclosures.
32. All plant material planted within the sight distance triangle areas (see plan) shall provide unobstructed cross-visibility at a horizontal level between 30 inches and 8 feet above adjacent street grade.
33. No canopy trees shall be planted within 15 feet of a light pole. No palm species shall be planted within 6 feet of a light pole.
34. Ground cover plantings shall provide not less than 75 percent coverage immediately upon planting and 100 percent coverage within 3 months after planting.
35. Tree protection barricades shall be provided around existing trees that may be impacted by the proposed construction. Prior to any construction a tree protection barricade inspection shall be conducted by the landscape architect, owner or governing municipality. Refer to landscape detail for tree preservation barricade fencing.
36. Tree removal/relocation permits must be obtained for existing trees to be removed or relocated.
37. In all pedestrian areas, all trees and palms shall be maintained to allow for clear passage at an 8 foot clear trunk.
38. Quantities shown on the plant list take precedence over any discrepancies between the plans and plant list.
39. Proposed berms shall not exceed a 3:1 slope.
40. All plants are to be top dressed with a minimum 3" layer of Maleuca mulch, Eucalyptus mulch or equal. Mulch 18" beyond plantings.
41. All Landscape areas are to be provided with automatic sprinkler system which will provide 100% coverage and 100% overlap. All irrigation fittings and head connections will be purple pipe, Sch 40 PVC.
42. Trees in Lawn area are to receive a 24" diameter mulched saucer at the base of the trunk.
43. Rain sensor is required and shall be no over spray on any walkways or sidewalks.
44. Contractor must obtain landscape, irrigation and tree removal permits.
45. Trees shall be planted 4' from all underground utility lines. Written approved will be obtained from all utility companies for the proposed trees in the landscape easements prior to building permit and approval from the City of Highland Beach.
46. Landscaping to be clear 7'-6" of front and sides and 4' belting all fire hydrants, typ.



3805 SOUTH OCEAN BOULEVARD  
PERMIT# 2023-L-496-00004



REV. NO.	DATE
REV. #1.	12.06.22
DOT #2	02.06.23

JOB NO:
DRAWN BY: LIV
DATE: 06.10.22
SCALE: NO SCALE

SHEET NO.  
**IR-1**



**A.** (3) A. Wall Mount, Beach Lighting, L-014-S-120V-SW-A-NFL-SQ-3.5-FR, 120V amber light.

- All lighting fixtures to be mounted Beach Lighting posts specified or Rocketperma-post when plantings are less than 12" height. All Beach Lighting fixtures are approved and certified per Wildlife Lighting.

All fixtures within 5 ft of pool edge must be mounted w/ a GFI shutoff device.

Additional information, photos and specification for Beach Lighting fixtures visit [beachlighting.com](http://beachlighting.com) or attached specification sheets for landscape path & accent lighting provided by Landscape Architect.

All proposed lighting fixtures are by Beach Lighting. Comparable other fixtures will be acceptable w/ prior approval by owner/ Landscape Architect.

Pool Lighting to be specified by pool Engineer at time of pool permit.

Licensed Electrician to provide all wiring and connections.

Label	Quantity	Mount Type	Mount Height	Manufacturer Catalog No.	Lamp Type, Color and Watts	Level	Dwg. Sheet No.
A.	3	Wall	8'	Beach Lighting L-014-S-120V-SW-A-NFL-SQ-3.5-FR	LED, Amber, and 7W	Pool	IL-1
B.	16	Ground Spike	10"	Beach Lighting E16-11W-930-SP-BGS-HL1-GS2-ST-C12	LED, Amber, and 11W	Pool /Entry	IL-1
C.	13	Ground Spike	10"	Beach Lighting, E8-2W-A-NFL-BGS8-CTO-1/2-1.36-HL8-GS2-ST-C12	LED, Amber, and 2W	Pool /Entry	IL-1
D.	11	Ground Spike	12"	Beach Lighting R3-12V-STEM 12 -5W-A-HSR-GS2	LED, Amber, and 5W	Pool	IL-1
E.	12	Ground Spike	15"	Beach Lighting MB1-17-12V 2W-A-SP-GS3R-STEM 16	LED, Amber, and 2W	Entry	IL-1
F.	8	In-Ground	0"	Beach Lighting E17-2-5W-A-NFL	LED, Amber, and 5W	Pool	IL-1



## Ingrid Allen

---

**From:** Lockmiller, David <David.Lockmiller@dot.state.fl.us>  
**Sent:** Monday, April 24, 2023 12:48 PM  
**To:** Ingrid Allen  
**Subject:** RE: Permit 2023-L-496-00004 (3805 S. Ocean Blvd)

Ingrid,

Thank you for your follow-up documentation to our conversation on the existing trees within the FDOT right of way, which I concur with.

David W. Lockmiller, PLA  
Landscape Architecture Unit Consultant (KCI Technologies)  
Design Office  
Florida Department of Transportation – District 4  
3400 W. Commercial Blvd., Ft. Lauderdale, FL 33309  
[David.Lockmiller@dot.state.fl.us](mailto:David.Lockmiller@dot.state.fl.us)  
(954) 777-4142

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**From:** Ingrid Allen <iallen@highlandbeach.us>  
**Sent:** Monday, April 24, 2023 10:44 AM  
**To:** Lockmiller, David <David.Lockmiller@dot.state.fl.us>  
**Subject:** Permit 2023-L-496-00004 (3805 S. Ocean Blvd)

**EXTERNAL SENDER: Use caution with links and attachments.**

Mr. Lockmiller:

Based on our telephone conversation this morning and regarding the permit number noted above, you confirmed that FDOT considers the black olive currently located in FDOT's ROW (and proposed to be removed by the abutting property owner) to be hazardous. While Section 20-135(b) of the Town Code considers a black olive a specimen tree and such trees require Town Commission approval (rather than a specific permit), Section 20-124 (f) of the Town Code states the following:

*(f)Hazardous trees exempt. In the event that **any tree shall be determined to be in a hazardous or dangerous condition** so as to endanger the public health, welfare or safety, and requires immediate removal without delay, written authorization may be given by the building department and the **trees removed without obtaining a permit as herein required.***

Given this hazardous tree exemption, Town Commission approval is not required for removal of the black olive based on the hazardous designation you confirmed. Moreover, the additional trees proposed for removal in the ROW (as submitted by the Applicant as part of their landscape permit MMOA request) are not considered specimen trees pursuant to Section 20-135(b) and therefore aside from specimen and historic trees, Section 20-124(a) of the Town Code exempts single-family homes from the tree removal regulations of Chapter 20.

If you should have any questions regarding this matter, please contact me.



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.

SECTION No.: 93060  
S.R. No.: A1A  
COUNTY: PALM BEACH

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
DISTRICT FOUR (4) INCLUSIVE LANDSCAPE MAINTENANCE  
MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this 20<sup>th</sup> day of July 2017, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, hereinafter called the DEPARTMENT and the Town of Highland Beach, a municipal corporation of the State of Florida, existing under the Laws of Florida, hereinafter called the AGENCY.

WITNESSETH:

WHEREAS, the DEPARTMENT has jurisdiction over State Road A1A (South Ocean Boulevard) as part of the State Highway System as described in Exhibit "A"; and

WHEREAS, the AGENCY or adjacent property owner seeks to install or has installed and the AGENCY maintains certain landscape improvements, as defined in paragraph numbered 2, page 2, within the right of way of State Road A1A (South Ocean Boulevard) as described within Exhibit "B" and "C"; and

WHEREAS, the AGENCY seeks to install, has installed and maintains certain landscape improvements within the right of way of State Road A1A (South Ocean Boulevard) as described within Exhibit "B", and "C"; and

WHEREAS, the AGENCY and the DEPARTMENT have entered into previous agreements for the AGENCY to maintain landscape improvements on DEPARTMENT right of way; and

WHEREAS, as part of the continual updating of the State of Florida Highway System, the DEPARTMENT, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain the highway facilities as State Road A1A (South Ocean Boulevard) described further in Exhibit "A" attached hereto and incorporated by reference herein; and

WHEREAS, the AGENCY is of the opinion that the highway facilities within the AGENCY'S limits that contain landscape improvements shall be maintained by the AGENCY; and

WHEREAS, it is the intent of the AGENCY and the DEPARTMENT that the AGENCY shall maintain all right of way within the medians, outside the travelway and improvements made to the travelway that were made at the request of the AGENCY; and

**WHEREAS**, as designated to be superseded, the AGENCY and DEPARTMENT intend for this agreement to replace and supersede the landscape agreements described within **Exhibit "D"** designated to be superseded, except as otherwise provided in this Agreement; and

**WHEREAS**, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

**WHEREAS**, the AGENCY by Resolution No. 17-012 R dated July 5, 2017, attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so;

**NOW THEREFORE**, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. RECITALS

The recitals set forth above are true and correct and are deemed incorporated herein.

2. INSTALLATION OF FACILITIES BY AGENCY

The AGENCY has installed certain *landscape improvements* described herein as: plant materials, irrigation and/or hardscape on the highway facilities substantially as specified in plans and specifications hereinafter referenced to as the Project(s) and incorporated herein as **Exhibit "C"**. *Hardscape* shall mean, but not be limited to, site furnishings, landscape accent lighting, fountain, tree grates, decorative free standing or retaining wall(s), and/or any sidewalk, median and roadway specialty surfacing, such as concrete pavers, color stained stamped concrete, and/or asphalt patterned pavement, but excludes standard concrete sidewalk.

When the AGENCY is installing or will install the PROJECT, they shall comply with the following criteria.

- (a) All plant materials shall be installed and maintained in strict accordance with sound nursery practice prescribed by the International Society of Arboriculture (ISA). All plant materials installed shall be Florida #1 or better according to the most current edition of Florida Department of Agriculture, Florida Grades and Standards for Nursery Stock; and all trees shall meet Florida Power & Light, Right Tree, Right Place, South Florida.
- (b) Trees and palms within the right of way shall be installed and pruned to prevent encroachment to roadways, clear zones and sidewalks. Definition of these criteria is included in the most current editions of FDOT standards for design, construction, maintenance, and utility operations on the state highway system and the Maintenance Plan, **Exhibit "E"**.
- (c) Tree and palm pruning shall be supervised by properly trained and certified personnel and shall meet the most current standards set forth by the International Society of Arboriculture (ISA) and the American National Standard Institute (ANSI) Part A-300.



- ### 3. MAINTENANCE OF FACILITIES

- Designation: D-5  
16-5-17









## 9. AGREEMENT TERM

- A. The term of this Agreement commences upon execution by all parties. The term of this Agreement shall remain in effect for twenty-five (25) years.
- B. If the DEPARTMENT cancels one or all the landscape improvements described in Exhibit "B", this Agreement shall still be valid.

## 10. LIABILITY AND INSURANCE REQUIREMENTS

- A. With respect to any of the AGENCY'S agents, consultants, sub-consultants, contractors, and/or sub-contractors, such party in any contract for this landscape improvements shall agree to indemnify, defend, save and hold harmless the DEPARTMENT from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, subconsultants, contractors and/or subcontractors. The AGENCY shall provide to the DEPARTMENT written evidence of the foregoing upon the request of the DEPARTMENT. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the DEPARTMENT for its own negligence.
- B. In the event that AGENCY contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:
- (1) AGENCY'S contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of \$500,000.00 per Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office and shall name the DEPARTMENT as an additional insured.
  - (2) AGENCY'S contractor shall furnish AGENCY with Certificates of Insurance of Endorsements evidencing the insurance coverage specified herein prior to the beginning performance of work under this Agreement.
  - (3) Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of AGENCY'S contractor is completed. All policies must be endorsed to provide the DEPARTMENT with at least thirty (30) day notice of cancellation and or/or restriction. If any of the insurance coverages will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of expiration.

**The AGENCY shall:**

- ## 12. SUPERSEDED PRECEDING LANDSCAPE AGREEMENTS

This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein.

The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, nor enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

The DEPARTMENT'S District Secretary shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions, and disputes shall be final and conclusive upon the parties hereto.

## 15. ASSIGNMENT

This Agreement may not be assigned or transferred by the AGENCY, in whole or in part, without the prior written consent of the DEPARTMENT.

## 16. LAWS GOVERNING

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this agreement is decided.

## 17. EXCEPTION TO SUPERSEDED PRECEDING LANDSCAPE AGREEMENTS

This Agreement constitutes the complete and final expression of parties with respect to the subject matter hereof and supersedes all prior landscape agreements, understandings, or negotiations with respect thereto, with the exception of the landscape improvements plans and the associated Maintenance Plan, Part II.

Any and all notices given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses:

**Town of Highland Beach  
3614 South Ocean Boulevard  
Highland Beach, Florida  
Attention: Valarie Oakes  
Title: Town Manager**

<b>Exhibit A:</b>	<b>Landscape Improvements Limits &amp; Maintenance Boundaries List, Table and Graphic</b>
<b>Exhibit B:</b>	<b>Pending Permit Project Landscape Agreement(s)</b>
<b>Exhibit C:</b>	<b>Pending Permit Projects Landscape Improvement Plans</b>
<b>Exhibit D:</b>	<b>Preceding Landscape Agreement Description(s) and Other Agreement Descriptions</b>
<b>Exhibit E:</b>	<b>Maintenance Plan for Landscape Improvements</b>
<b>Exhibit F:</b>	<b>Agency Patterned Pavement Installation</b>
<b>Exhibit G:</b>	<b>Patterned Pavement Maintenance</b>



IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first above written.

TOWN OF HIGHLAND BEACH


By:   
Chairperson/Mayor/Manager

Attest:  (SEAL)  
Clerk

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

By:   
Transportation Development Director

Attest:  (SEAL)  
Executive Secretary

Legal Review Date  
 7-5-17

Legal Review Date  
 7/18/2017  
Office of the General Counsel

**SECTION No.: 93060  
S.R. No.: A1A  
COUNTY: PALM BEACH**

**EXHIBIT A**

**TOWN OF HIGHLAND BEACH**

**LANDSCAPE IMPROVEMENT**

**LIMITS AND MAINTENANCE BOUNDARIES LIST**

All state rights of way within the limits of the **TOWN OF HIGHLAND BEACH** to be maintained are from:

**State Road A1A from approximately 1/4 mile North of Spanish River Boulevard (M.P. 4.868) to approximately 1/2 mile South of Linton Boulevard (M.P. 7.711)**

**SECTION No.: 93060**  
**S.R. No.: A1A**  
**COUNTY: PALM BEACH**

**EXHIBIT A**

**TOWN OF HIGHLAND BEACH**

**LANDSCAPE MAINTENANCE LIMITS TABLE**

**The following are State Road(s) to be maintained within the limits of the  
Town of Highland Beach**

<b>STATE ROAD</b>	<b>BEGIN ROAD NAME</b>	<b>BEGIN MILEPOST</b>	<b>END ROAD NAME</b>	<b>END MILEPOST</b>	<b>MAINTENANCE LIMITS</b>
<b>A1A (S. Ocean Boulevard)</b>	<b>¼ mile North of Spanish River Blvd.</b>	<b>4.868</b>	<b>½ mile South of Linton Blvd.</b>	<b>7.711</b>	<b>ROW to ROW according to the Town Limits</b>

**Areas to be maintained by the Agency pursuant to this Landscape Maintenance Memorandum  
of Agreement (MOA).**

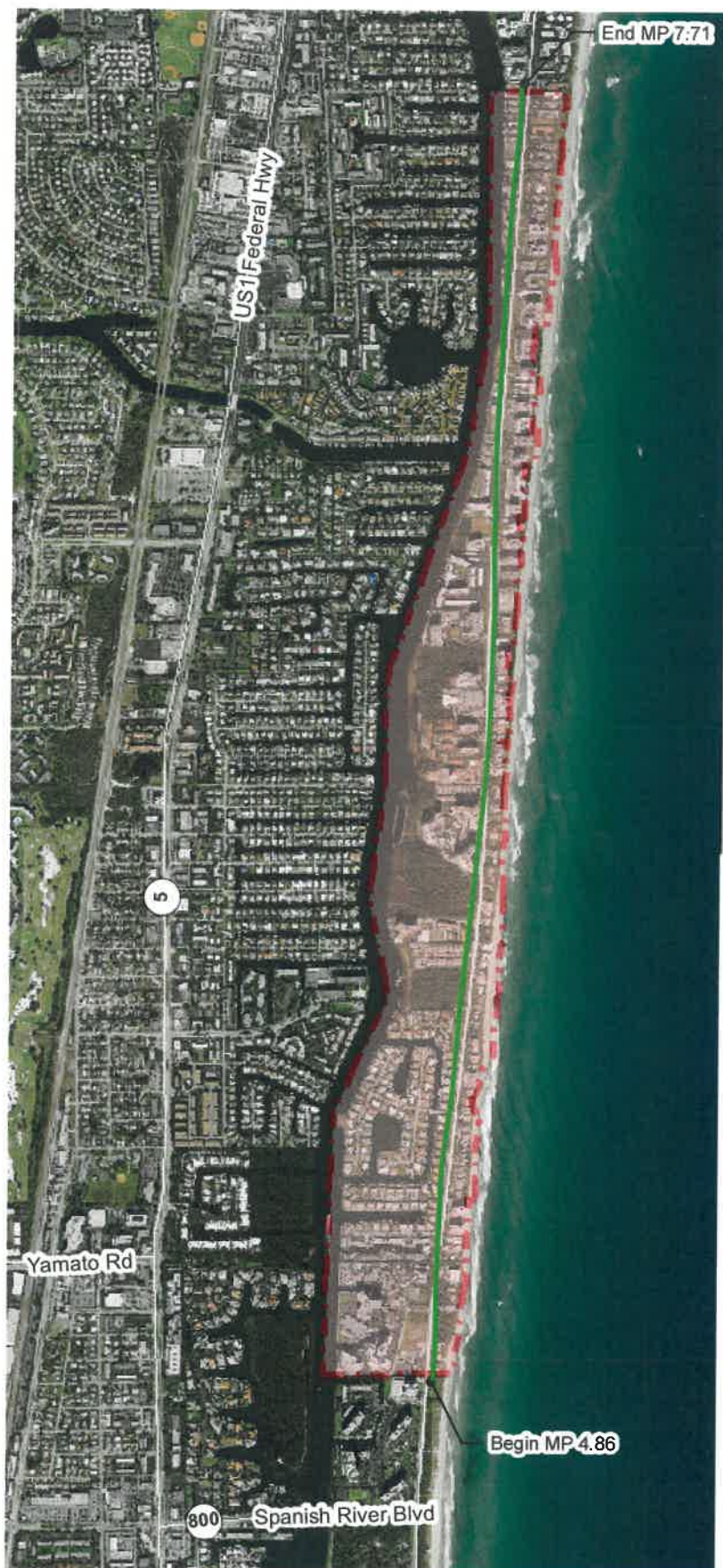
SECTION No.: 93060  
S.R. No.: A1A  
COUNTY: PALM BEACH

**EXHIBIT A**

**TOWN OF HIGHLAND BEACH**

**LANDSCAPE MAINTENANCE LIMITS GRAPHIC**

***See Attached Graphic of State Road(s) to be maintained within the limits of the  
Town of Highland Beach***



## Legend



Highland Beach City Limits



Inclusive Agreement

## Town of Highland Beach

Inclusive Landscape Maintenance Memorandum of Agreement

Maintenance Boundary Graphic

0 500 1,000 2,000 3,000 4,000 Feet  
1 inch = 2,000 feet

**SECTION No.: 93060  
S.R. No.: A1A  
COUNTY: PALM BEACH**

**EXHIBIT B**  
**PENDING PERMIT PROJECTS**  
**LANDSCAPE AGREEMENT(S)**

**PERMIT PROJECTS DESCRIPTION:**

**Permit 2016-L-496-0014**

4111 S. Ocean Drive

State Road A1A (S. Ocean Boulevard) from (M.P. 5.46) to (M.P. 5.665)

**Permit 2016-A-496-0093 and 2016-L-496-0015**

2624 South Ocean Boulevard

State Road A1A (S. Ocean Boulevard) from (M.P. 7.327) to (M.P. 7.342)

**Permit 2017-L-496-0001**

2445 S. Ocean Boulevard

State Road A1A (S. Ocean Boulevard) from (M.P. 7.513) to (M.P. 7.538)

**SECTION No.: 93060  
S.R. No.: A1A  
COUNTY: PALM BEACH**

**EXHIBIT C  
PENDING PERMIT PROJECT  
LANDSCAPE IMPROVEMENT PLANS**

**Please see attached plans by:**

**Permit Projects Plans**

**Permit 2016-L-496-0014**

**\*Romanski Residence  
4111 S. Ocean Drive  
State Road A1A (S. Ocean Boulevard) from (M.P. 5.46) to (M.P. 5.665)  
Peter Strelkow, LA  
HS2G, Inc., Landscape Architecture  
Date: March 23, 2017  
Sheet L-1**

**Permit 2016-A-496-0093 and 2016-L-496-0015**

**\*Ogilbee Residence  
2624 South Ocean Boulevard  
State Road A1A (S. Ocean Boulevard) from (M.P. 7.327) to (M.P. 7.342)  
Louis Vlahos, LA  
Majestic View Landscape Architects  
Date: March 3, 2017  
Sheets CO- 1 & 2, LP- 1 to 5 & IR – 1 & 2**

**Permit 2017-L-496-0001**

**\*Hamister Residence  
2445 S. Ocean Boulevard  
State Road A1A (S. Ocean Boulevard) from (M.P. 7.513) to (M.P. 7.538)  
Krent L. Wieland, LA  
KWD Landacape Architecture  
Date: May 4, 2017  
Sheets L – 1 to 4**





# F.D.O.T. SUBMITTAL DOCUMENTS

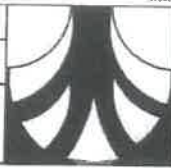
2624 SOUTH OCEAN BOULEVARD, HIGHLAND BEACH, FLORIDA  
FDOT PERMIT NO. 16L-496-0015-83080



**MAJESTIC VIEWS LANDSCAPE ARCHITECTS**  
Landscape Architecture - Construction Management  
4711 Cypress Drive South, Boynton Beach, FL 33436  
Phone: (561) 752-7835 Fax: (561) 752-4110

**OGILBEE RESIDENCE**  
2624 SOUTH OCEAN BOULEVARD, HIGHLAND BEACH, FL

D.O.T. COVER SHEET



**LOUIS J. RAMOS**  
LICENSED PROFESSIONAL LANDSCAPE ARCHITECT  
STATE OF FLORIDA  
LICENSE NO. LC 1228000318

REV. NO. DATE  
# 1 03.05.17

JOB NO:

DRAWN BY: LV

DATE: 02.08.17

SCALE: NTS

SHEET NO.

CO-1

## F.D.O.T. GENERAL NOTES

- All materials and construction within the Florida Department of Transportation Design (F.D.O.T.) Right-of-Way shall conform to the latest edition F.D.O.T. Design Standards, latest edition Standard Specifications for Road and Bridge Construction 2016.
- Contractor shall repair any and all damage done to FDOT property during demolition, relocation &/or installation activities at his sole expense.
- Ownership of all suitable excavated materials, as determined by the Department, shall remain in the Department until a final acceptance of the permitted project is fulfilled. Excavated materials shall be hauled by the Permittee, at their cost & expense from the site to the Palm Beach Operations Center or stockpiled in those areas as directed by the Department, including asphalt millings.
- Maintenance of Traffic M.O.T. for this project will comply with the FDOT Standard Index (800 series) and the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD). Special attention will be given to FDOT Design Standard Index 611, 612, 613, and 660.
- It is the Permittee's responsibility to obtain final acceptance of permitted work (completed) and the restoration of the Right-of-Way from the FDOT prior to usage. Permittee will restore the Right-of-Way as a minimum, to its original condition or better in accordance with FDOT's latest Standard Specifications for Road & Bridge Construction or as directed by the Resident Operations Engineer.
- Sodded areas will be in accordance with Standard Index 105 and sections 162, 981, 982, 983, 987 of the FDOT's Standard Specifications and Bridge Construction, latest edition 2016. All disturbed areas will be sodded within one (1) week of installation of said permitted work.
- For the portion of landscape plant material that will be installed within the FDOT Right of Way landscape installation shall comply w/ current FDOT Maintenance Specifications 580-2.1. Online Reference: <http://www.dot.state.fl.us/transportation/maintenance/Maintenance2016/en>.
- For the portion of landscape plant material that will be installed within the FDOT Right of Way refer to FDOT Design Standard Index 644 Landscape Installation. Online Reference: <http://www.dot.state.fl.us/transportation/DS/16MD/03544.pdf>
- Architectural Features Installation for sidewalks and/or driveways within FDOT Right of Way shall comply with current FDOT Standards Specifications 628. Online Reference: <http://www.dot.state.fl.us/transportation/standards/628/StandardSpecs/June%2016/Spec%20628-116.pdf>
- Restricted hours of operation will be from 5:00am-3:30pm, (Monday-Friday), unless otherwise approved by the Operations Engineer, or designee.
- Permittee will coordinate all work with David Moore of Transfield Services at 954-317-8044, [dmoores@transfieldusa.com](mailto:dmoores@transfieldusa.com). Coordination will include a Pre-Construction meeting.

### PERMITTEE: PLEASE NOTE:

- Permittee's contractors that are performing permitted work activities shall provide the FDOT (Permit Office) proof of a proper state contractor's license and certification of liability insurance prior to any commencement of permitted work.
- The installation of all new landscape materials will be in accordance with current editions 2016 of the Standard Index #546, 544 and 700 (horizontal clearance/clear zone requirements).
- Permittee will provide the FDOT with certified "As-Built" plans prior to final

## MAINTENANCE AGREEMENT NOTES

- Any non-standard component specified on FDOT right of way in addition to reas and soil such planting shrubs, groundcover, hardscape, and/or an irrigation system requires an executed Maintenance Memorandum of Agreement (MMA) prior to final permit approval for this project. Please submit MMA documents with next submittal and contact Mary Ann Hendon (MaryAnn.Hendon@dot.state.fl.us - 904-677-7887) for the MMA process and submittal requirements.

## F.D.O.T. SAFETY NOTES

- Design speed for South Ocean Blvd. SR-41A (South Ocean Blvd.) is indicated as 35 MPH.
- Clear Sight Limits is indicated on plans per FDOT Design Standard Index 546. Reference: <http://www.dot.state.fl.us/transportation/DS/13/Dx/0546.pdf>

## F.D.O.T. PLANTING NOTES

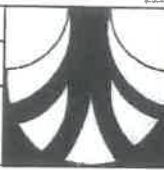
- Landscape installation shall comply with current FDOT Standard Specifications 680. Reference: <http://www.dot.state.fl.us/transportation/standards/680/StandardSpecs/June%2016/Spec%20680-2016.pdf>
- Planting details use FDOT Standard Index 544 Details. Online Reference: <http://www.dot.state.fl.us/transportation/DS/16MD/0544.pdf>
- Sod areas are existing and proposed as part of this project.
- Sodded areas will be in accordance with Standard Index 105 and sections 162, 575, 981, 982, 983, 987 of the Department's Standard Specifications for Road and Bridge Construction, latest edition. All disturbed areas will be sodded within one (1) week of installation of said permitted work.

## F.D.O.T. IRRIGATION NOTES

- The irrigation system shall use the lowest quality water available which adequately and safely meets the water needs of the system. Storm water, recirculated water, or grey water irrigation shall be used whenever possible.
- Irrigation and its water source must be indicated for proposed landscapes. Irrigation contractor will provide as built Irrigation Plan prior to final inspection.
- COOT requires 24 hour emergency access to water source.
- Irrigation plan need to indicate water connection points and electrical connection for proposed controllers and pumps.
- Verify that above-ground irrigation lines such as backflow preventers, pumps and controllers are not located within the Horizontal Clearance Zone.
- Contractor shall provide FDOT District Operations Manager with a set of "As-Built" irrigation plans.

## DISCLAIMER

- The Landscape Architects plans and calculation are based on information provided by the Surveyor, Civil Engineer and Architect. See Engineering Plans for any roadway & driveway construction, grading & drainage, utilities, etc. The Landscape Plans are solely for approval of landscape and irrigation improvements and their relationship w/ exist elements within the ROW, required DOT Sight Lines and FPL, Right Tree Right Place requirements.



REV. NO.	DATE
1	03.03.17
JOB NO:	
DRAWN BY: LY	
DATE: 02.06.17	
SCALE: NTS	
SHEET NO.	CO-2

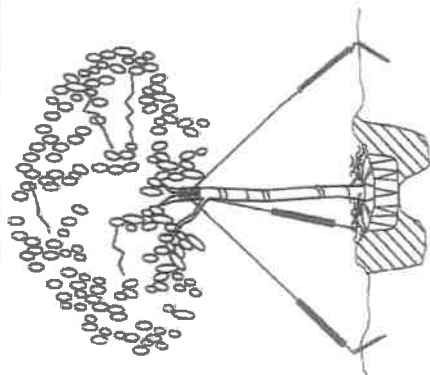
FDOT PERMIT NO. 16L-496-0015-93060



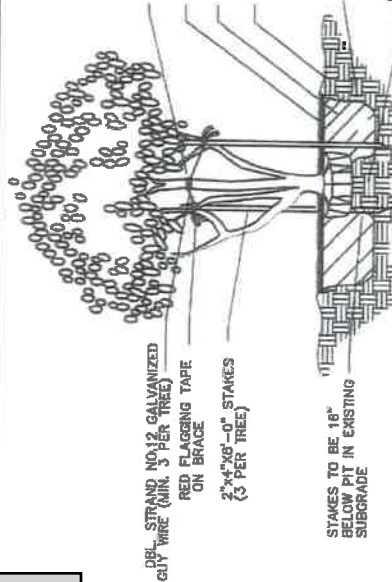




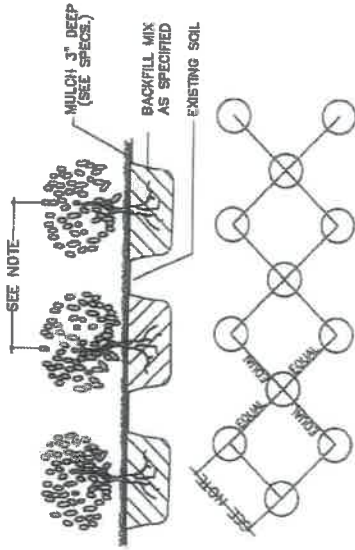




LARGE TREE  
(2" cal. and over) PLANTING DETAIL

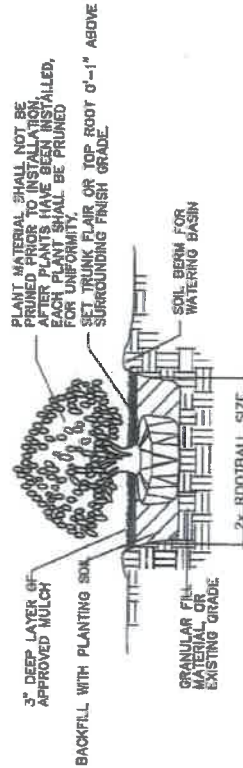


MULTI- TRUNK AND SMALL TREE  
(2" cal. and under) PLANTING DETAIL



**NOTE:** DISTANCE BETWEEN PLANTS SHOULD BE FAR ENOUGH TO ALLOW PLANTS TO REACH NATURE SIZE WITHOUT INTERFERING WITH GROWTH OF ADJACENT PLANT MATERIALS. DISTANCE TO CENTERLINE SHALL VARY ACCORDING TO SPECIES AND HABITAT OF GROWTH SO THAT NATURE PLANTS WILL NOT OVER LAP ONTO SIDE WALKWAYS, STRUCTURES, PAVED AREAS, ETC.

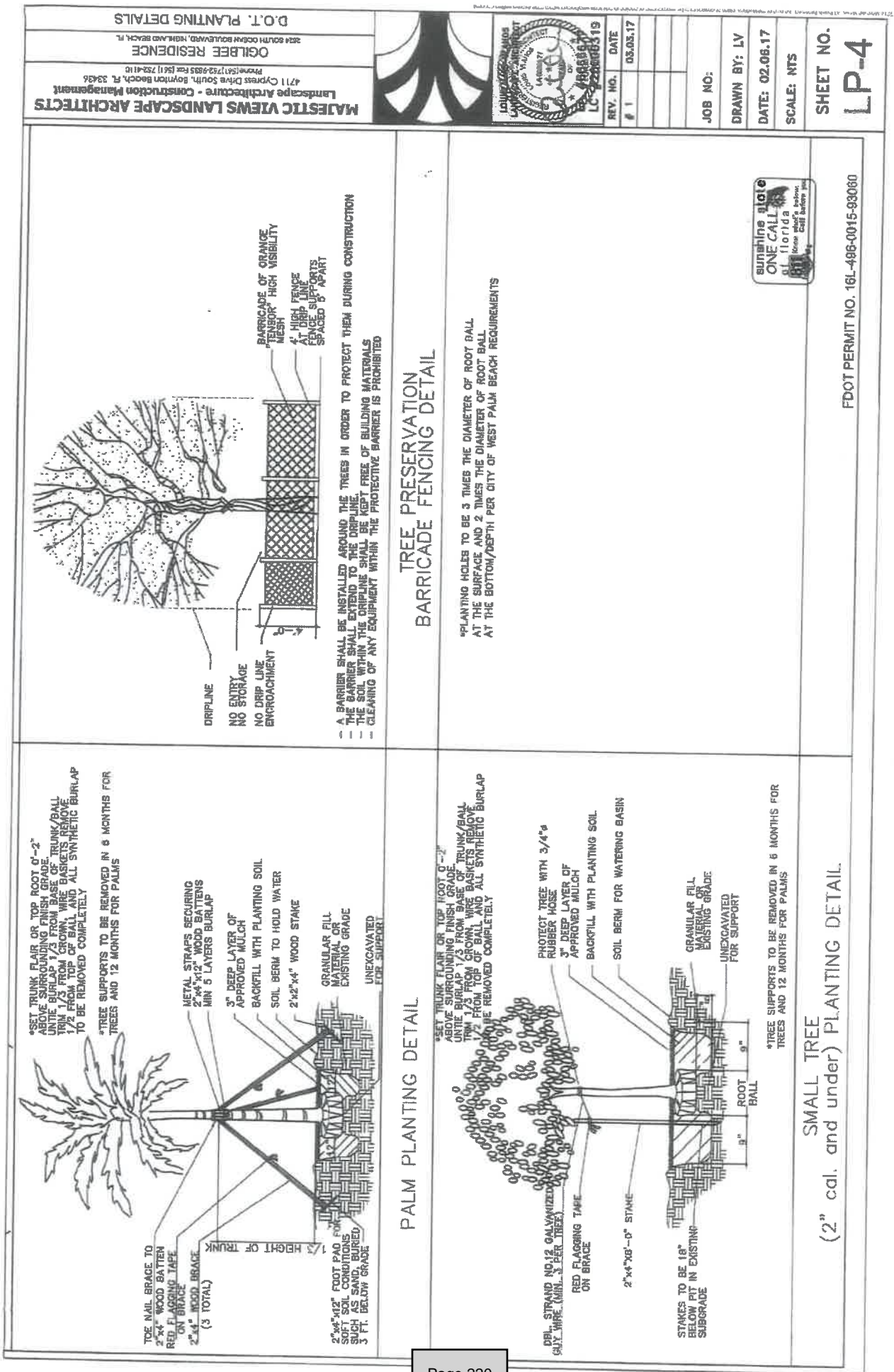
## SHRUB / GROUND COVER SPACING DETAIL



SHRUB PLANTING DETAIL

FDOT PERMIT NO. 16L-496-0015-93060







NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)

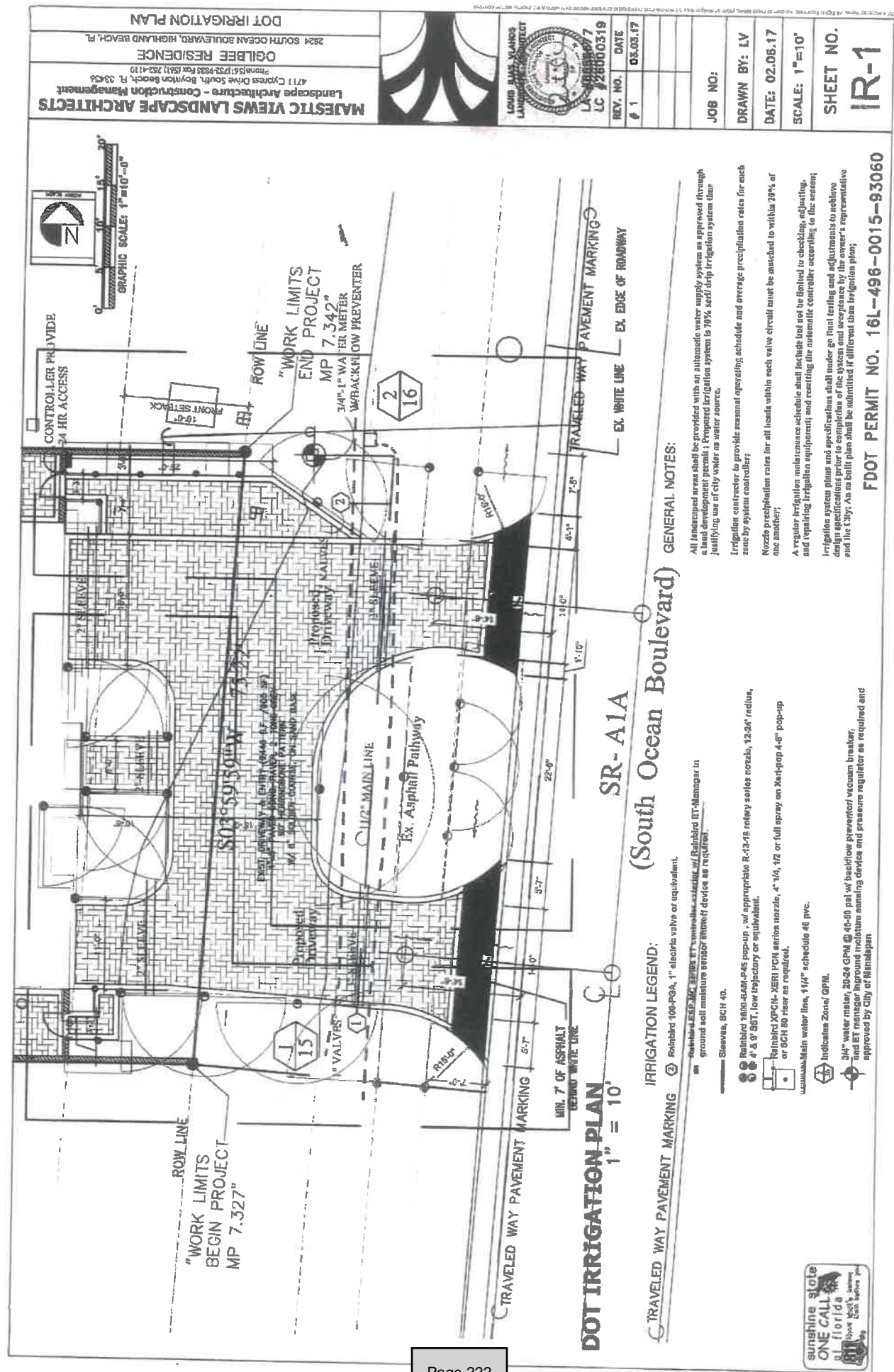
1. THIS DISTANCE SHALL BE 4' MINIMUM FROM ALL SEACAST FACILITIES.
2. ALL ROOT BARRIERS SHALL BE 4' MINIMUM FROM ALL SEACAST FACILITIES.
3. THE INSTALLATION OF ROOT BARRIERS SHALL BE COORDINATED WITH SEACAST AND INSPECTED BY SEACAST PRIOR TO BACKFILLING. ALL ROOT BARRIERS SHALL EXTEND UP TO FINISHED GRADE.
4. ROOT BARRIERS SHALL BE MINIMUM 30" DEEP. APPROVED PRODUCTS INCLUDE "DEEP ROOT" AND "ROOT SOLUTIONS". FLEXIBLE BARRIERS SHALL BE 30" PANELS MANUFACTURED BY BODABARRER.
5. ALL ROOT BARRIERS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS WRITTEN INSTRUCTIONS.

NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)

1. THIS DISTANCE SHALL BE 10' MINIMUM FROM ALL SEACAST FACILITIES.
2. ALL ROOT BARRIERS SHALL BE 10' MINIMUM FROM ALL SEACAST FACILITIES.
3. THE INSTALLATION OF ROOT BARRIERS SHALL BE COORDINATED WITH SEACAST AND INSPECTED BY SEACAST PRIOR TO BACKFILLING. ALL ROOT BARRIERS SHALL EXTEND UP TO FINISHED GRADE.
4. ROOT BARRIERS SHALL BE MINIMUM 30" DEEP. APPROVED PRODUCTS INCLUDE "DEEP ROOT" AND "ROOT SOLUTIONS". FLEXIBLE BARRIERS SHALL BE 30" PANELS MANUFACTURED BY BODABARRER.
5. ALL ROOT BARRIERS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS WRITTEN INSTRUCTIONS.

Typical Small Tree or Palm Tree with Root Barrier      Typ. Canopy Tree, Large or Exotic Palm Tree with Root Barrier

FDOT PERMIT NO. 16L-496-0015-93060



MAJESTIC VIEWS LANDSCAPE ARCHITECTS  
 Landscape Architecture - Construction Management  
 4711 Cypress Drive South, Boynton Beach, FL 33435  
 Phone: 561-752-9835 Fax: 561-752-4119

CGILBEE RESIDENCE  
 2824 SOUTH OCEAN BOULEVARD, HIGHLAND BEACH, FL

DOT IRRIGATION PLAN

LOUIS JAMES VLAHAKIS  
 LANDSCAPE ARCHITECT  
 License No. 17777  
 LA-00000077  
 LC #26000319

REV. NO. DATE  
 # 1 03.03.17

JOB NO:  
 DRAWN BY: LV  
 DATE: 02.06.17  
 SCALE: 1"=10'  
 SHEET NO.  
 IR-1

# GENERAL NOTES:

All landscaped areas shall be provided with an automatic water supply system as approved through a local development permit. Proposed irrigation system is 70% wet up irrigation system then justifying use of city water as water source.

Irrigation contractor to provide seasonal operating schedule and average precipitation rates for each zone by system controller.

Normal precipitation rates for all lands within each valve circuit must be matched to within 20% of one another.

A regular irrigation maintenance schedule shall include but not be limited to checking, adjusting, and repairing irrigation equipment and resetting the automatic controller according to the system design specifications.

Irrigation system plans and specifications shall include final testing and adjustment to achieve design specifications prior to completion of the system and acceptance by the owner's representative and the City. As a built plan shall be submitted if different than irrigation plan.

FDOT PERMIT NO. 16L-496-0015-93060

## SR-A1A (South Ocean Boulevard)

### IRRIGATION LEGEND:

① TRAVELED WAY PAVEMENT MARKING ② Rainbird 100-PGA, 1" electric valve or equivalent.

③ Rainbird 100-PGA, 1" electric valve or equivalent.

④ Rainbird 100-PGA, 1" electric valve or equivalent.

⑤ Rainbird 100-PGA, 1" electric valve or equivalent.

⑥ Rainbird 100-PGA, 1" electric valve or equivalent.

⑦ Rainbird 100-PGA, 1" electric valve or equivalent.

⑧ Rainbird 100-PGA, 1" electric valve or equivalent.

⑨ Rainbird 100-PGA, 1" electric valve or equivalent.

⑩ Rainbird 100-PGA, 1" electric valve or equivalent.

⑪ Rainbird 100-PGA, 1" electric valve or equivalent.

⑫ Rainbird 100-PGA, 1" electric valve or equivalent.

⑬ Rainbird 100-PGA, 1" electric valve or equivalent.

⑭ Rainbird 100-PGA, 1" electric valve or equivalent.

⑮ Rainbird 100-PGA, 1" electric valve or equivalent.





Harnister Residence  
3445 S. Ocean Boulevard  
Highland Beach, FL 33467

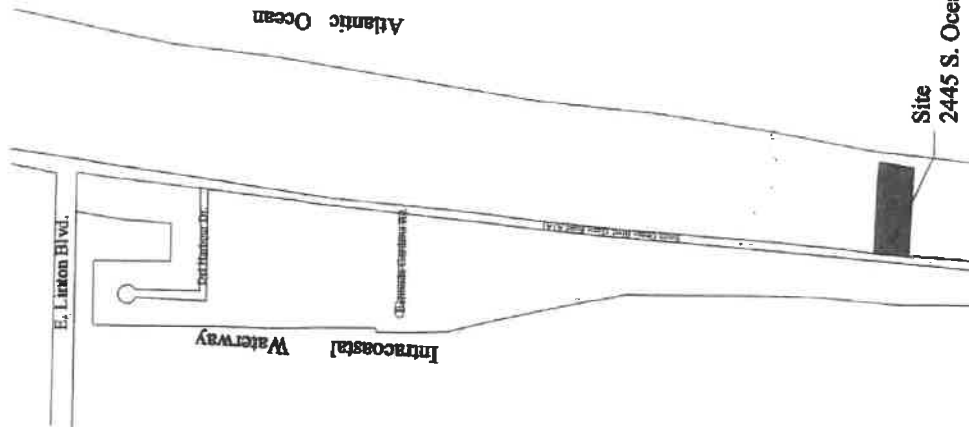
*Handwritten signature*

DESIGNED BY: KWD  
CHECKED BY: KWD  
DATE: 03/30/2017

ROW, Landscape, And Noise  
Sheet L-1

FDOT Submission  
03/30/2017

PERMIT NUMBER: 01-400-0000-0000 HARNISTER RESIDENCE



**FDOT GENERAL NOTES**

**NOTE: CHAINS SPREAD FOR ENTIRE PROJECT TO JUMP. 2 LANE INDICATED**

**NOTES**

1. It is the responsibility of the contractor to prepare a work zone traffic control plan. This plan shall be reviewed by FDOT and the owner prior to construction of construction.

2. All work zone traffic control plans shall be submitted to the contractor's engineer for review and approval. The contractor shall be responsible for the implementation of the plan.

3. The contractor shall be responsible for the implementation of the plan. The contractor shall be responsible for the implementation of the plan.

4. The contractor shall be responsible for the implementation of the plan. The contractor shall be responsible for the implementation of the plan.

**NOTES**

1. The contractor shall be responsible for the implementation of the plan. The contractor shall be responsible for the implementation of the plan.

2. The contractor shall be responsible for the implementation of the plan. The contractor shall be responsible for the implementation of the plan.

3. The contractor shall be responsible for the implementation of the plan. The contractor shall be responsible for the implementation of the plan.

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6. The contractor shall be responsible for the implementation of the plan. The contractor shall be responsible for the implementation of the plan.

7. The contractor shall be responsible for the implementation of the plan. The contractor shall be responsible for the implementation of the plan.

8. The contractor shall be responsible for the implementation of the plan. The contractor shall be responsible for the implementation of the plan.

9. The contractor shall be responsible for the implementation of the plan. The contractor shall be responsible for the implementation of the plan.

10. The contractor shall be responsible for the implementation of the plan. The contractor shall be responsible for the implementation of the plan.

**CAUTION: PLEASE NOTE**

THE DRAWINGS AND NOTICES ARE REGISTERED WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND ARE NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM FDOT.

FOR MORE INFORMATION, CONTACT THE FDOT PROJECT MANAGER AT (850) 415-1234.

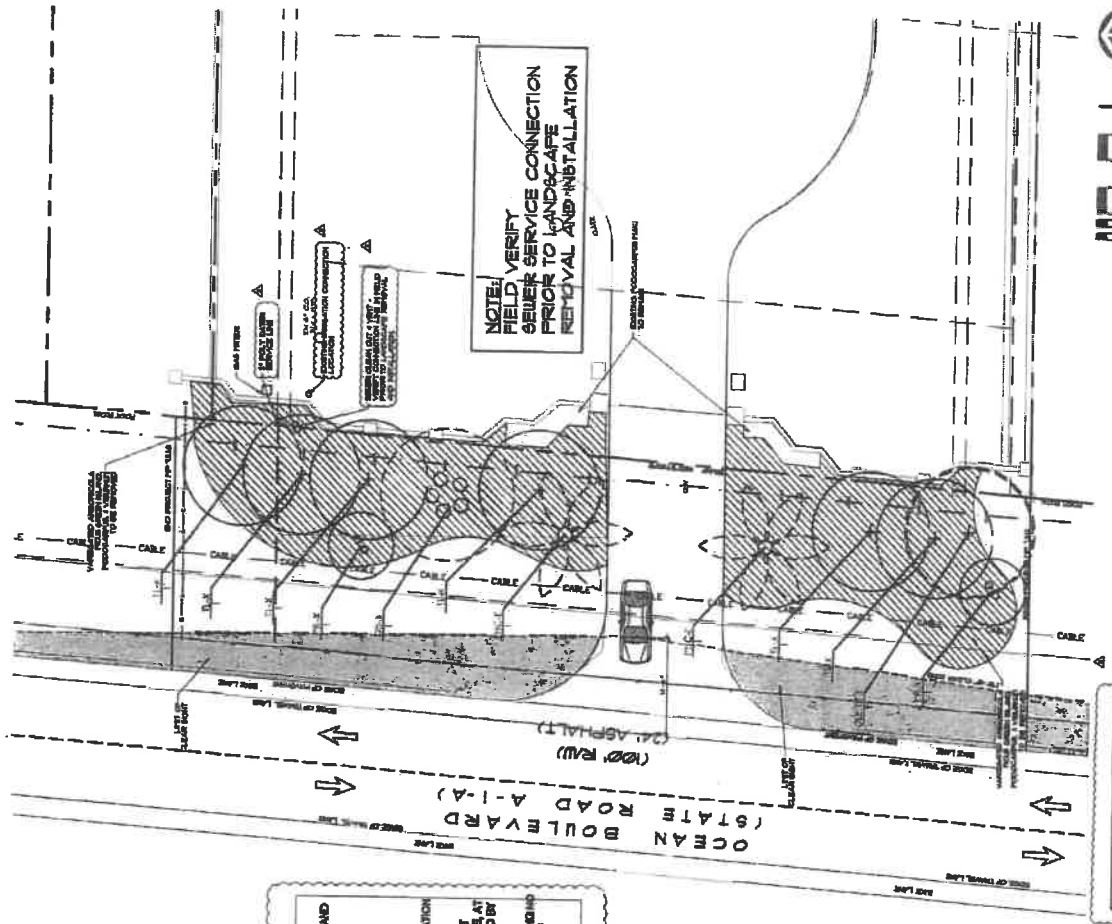


Hamister Residence  
2445 S Ocean Boulevard  
Hollywood Beach, FL 33407

*Handwritten signature*

PROPOSED FOOT OPERATIONS  
CONTRACTOR SHALL VERIFY  
EXISTING UTILITIES  
BEFORE ANY CONSTRUCTION  
BEGINNING  
CHECKED BY  
DATE

ROW  
Landscape  
Plan  
Sheet  
L-2



FDOT Submission  
03/30/2017

PERMIT NUMBER: 17-485-0007-05000 HAMISTER RESIDENCE

PLANT SCHEDULE EXISTING LANDSCAPE TO BE REMOVED

PLANT NAME	QUANTITY	REMARKS	DATE
1. 10' DBH PALM	1	EXISTING TO REMAIN	03/17
2. 10' DBH PALM	1	EXISTING TO BE REMOVED	03/17
3. 10' DBH PALM	1	EXISTING TO BE REMOVED	03/17
4. 10' DBH PALM	1	EXISTING TO BE REMOVED	03/17
5. 10' DBH PALM	1	EXISTING TO BE REMOVED	03/17
6. 10' DBH PALM	1	EXISTING TO BE REMOVED	03/17
7. 10' DBH PALM	1	EXISTING TO BE REMOVED	03/17
8. 10' DBH PALM	1	EXISTING TO BE REMOVED	03/17
9. 10' DBH PALM	1	EXISTING TO BE REMOVED	03/17
10. 10' DBH PALM	1	EXISTING TO BE REMOVED	03/17

FOOT GENERAL NOTES

1. ALL MATERIALS AND CONSTRUCTION WITHIN THE FOOT RIGHT-OF-WAY SHALL CONFORM TO THE LATEST FDOT DESIGN STANDARDS AND THE LATEST STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
2. REFER TO FOOT STANDARD NO. 644 FOR INSTALLATION OF VEGETATION.
3. REFER TO FOOT STANDARD NO. 644 FOR INSTALLATION OF VEGETATION.
4. CONTRACTOR SHALL REPAIR ANY AND ALL DAMAGE DONE TO FOOT PROPERTY DURING CONSTRUCTION, RELOCATION AND/OR INSTALLATION ACTIVITIES AT HIS SOLE EXPENSE.
5. CONSTRUCTION OF ALL DETAIL EXCAVATED MATERIALS, AS DETERMINED BY THE DEPARTMENT, SHALL REMAIN IN THE DEPARTMENT'S POSSESSION UNTIL A FINAL AND COMPLETELY SUFFICIENT PROPOSED EXCAVATED MATERIALS SHALL BE MAILED BY THE PERMITTEE. AT THEIR COST AND EXPENSE FROM THE DEPARTMENT'S PALM BEACH OPERATIONS CENTER OR STOCKPILE IN THOSE AREAS AS DIRECTED BY THE DEPARTMENT, INCLUDING ASPHALT MILLING.
6. EXISTING MILLION IS NOT PERMITTED ON FOOT RIGHT-OF-WAY. MILLION PERMITTED TO BE USED ARE HANDMADE MILLION/CONCRETE/CONCRETE TO THE FOOT DISTRICT OPERATIONS PERMIT LANDSCAPE INSPECTOR UPON INSPECTION.

NOTE: PERSON OFFERED FOR  
FOOT PROJECT IS SHOWN  
2 LANE UNIDIRECTIONAL

FOOT IRRIGATION NOTES

1. FOOT REQUIRED 24 HOUR EMERGENCY ACCESS TO WATER SOURCE.
2. CONTRACTOR SHALL PROVIDE FOOT DISTRICT OPERATIONS MANAGER WITH A SET OF 1/2" X 1/2" IRRIGATION PLAN.

CAUTION: PLEASE NOTE

THIS DRAWING HAS NOT BEEN REVISIONED  
BY A PROFESSIONAL ENGINEER  
VERIFY WITH STRUCTURAL ENGINEER  
PRIOR TO CONSTRUCTION  
DATE: 03/30/2017 BY: [Signature]



**FOOT GENERAL NOTES**

1. ALL MATERIALS AND CONSTRUCTION WITHIN THE FOOT RIGHT-OF-WAY SHALL CONFORM TO THE LATEST FOOT DESIGN STANDARDS AND THE LATEST STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

2. REFER TO FOOT STANDARD SPEC 644 FOR INSTALLATION OF VEGETATION.

3. REFER TO FOOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION SECTION 600 FOR LANDSCAPE INSTALLATION SPECIFICATIONS.

4. CONTRACTOR SHALL REPAIR ANY AND ALL DAMAGE DONE TO FOOT PROPERTY DURING DEMOLITION, RELOCATION AND/OR INSTALLATION ACTIVITIES AT HIS SOLE EXPENSE.

5. OWNERSHIP OF ALL SUITABLE EXCAVATED MATERIALS, AS DETERMINED BY THE DEPARTMENT, SHALL REMAIN IN THE DEPARTMENT UNTIL A FINAL ADJUSTMENT OF THE PERMITTED PROJECT IS COMPLETED. EXCAVATED MATERIALS SHALL BE MAINTAINED AT THEIR COST AND EXPENSE FROM THE SITE TO THE PALM BEACH OPERATIONS CENTER OR STOCKPILED IN THOSE AREAS AS DETERMINED BY THE DEPARTMENT, INCLUDING ASPHALT MILLING.

6. CURBSIDE MULCH IS NOT PERMITTED ON FOOT RIGHT OF WAY. MULCH PERMITTED TO BE USED ARE UNWEEDWOOD MULCH CONTAINING NO OTHER PRODUCTS, RECYCLED MULCH ON APPROVED EQUAL, LIMITED IN THE MULCH AND SOIL. CONTRACTOR SHALL SUBMIT PROOF OF CERTIFICATION TO THE FOOT DISTRICT OPERATIONS MANAGER FOR LANDSCAPE INSPECTION UPON COMPLETION.

**FOOT IRRIGATION NOTES**

1. FOOT REQUIRE 24 HOUR EMERGENCY ACCESS TO WATER SOURCE.

2. CONTRACTOR SHALL PROVIDE FOOT DISTRICT OPERATIONS MANAGER WITH A SET OF "AS-BUILT" IRRIGATION PLANS.

**PLANT SCHEDULE PLANTING PLANS**

PLANT	COMMON NAME	SIZE	CA	DA	EA	FA	GA	HA	IA	JA	KA	LA	MA	NA	OA	PA	QA	RA	SA	TA	UA	VA	WA	XA	YA	ZA
100-12	Red Tip Palm	10' x 12'	10'	12'	14'	16'	18'	20'	22'	24'	26'	28'	30'	32'	34'	36'	38'	40'	42'	44'	46'	48'	50'	52'	54'	56'
100-16	Red Tip Palm	10' x 16'	10'	12'	14'	16'	18'	20'	22'	24'	26'	28'	30'	32'	34'	36'	38'	40'	42'	44'	46'	48'	50'	52'	54'	56'
100-18	Red Tip Palm	10' x 18'	10'	12'	14'	16'	18'	20'	22'	24'	26'	28'	30'	32'	34'	36'	38'	40'	42'	44'	46'	48'	50'	52'	54'	56'
100-20	Red Tip Palm	10' x 20'	10'	12'	14'	16'	18'	20'	22'	24'	26'	28'	30'	32'	34'	36'	38'	40'	42'	44'	46'	48'	50'	52'	54'	56'
100-22	Red Tip Palm	10' x 22'	10'	12'	14'	16'	18'	20'	22'	24'	26'	28'	30'	32'	34'	36'	38'	40'	42'	44'	46'	48'	50'	52'	54'	56'
100-24	Red Tip Palm	10' x 24'	10'	12'	14'	16'	18'	20'	22'	24'	26'	28'	30'	32'	34'	36'	38'	40'	42'	44'	46'	48'	50'	52'	54'	56'
100-26	Red Tip Palm	10' x 26'	10'	12'	14'	16'	18'	20'	22'	24'	26'	28'	30'	32'	34'	36'	38'	40'	42'	44'	46'	48'	50'	52'	54'	56'
100-28	Red Tip Palm	10' x 28'	10'	12'	14'	16'	18'	20'	22'	24'	26'	28'	30'	32'	34'	36'	38'	40'	42'	44'	46'	48'	50'	52'	54'	56'
100-30	Red Tip Palm	10' x 30'	10'	12'	14'	16'	18'	20'	22'	24'	26'	28'	30'	32'	34'	36'	38'	40'	42'	44'	46'	48'	50'	52'	54'	56'
100-32	Red Tip Palm	10' x 32'	10'	12'	14'	16'	18'	20'	22'	24'	26'	28'	30'	32'	34'	36'	38'	40'	42'	44'	46'	48'	50'	52'	54'	56'
100-34	Red Tip Palm	10' x 34'	10'	12'	14'	16'	18'	20'	22'	24'	26'	28'	30'	32'	34'	36'	38'	40'	42'	44'	46'	48'	50'	52'	54'	56'
100-36	Red Tip Palm	10' x 36'	10'	12'	14'	16'	18'	20'	22'	24'	26'	28'	30'	32'	34'	36'	38'	40'	42'	44'	46'	48'	50'	52'	54'	56'
100-38	Red Tip Palm	10' x 38'	10'	12'	14'	16'	18'	20'	22'	24'	26'	28'	30'	32'	34'	36'	38'	40'	42'	44'	46'	48'	50'	52'	54'	56'
100-40	Red Tip Palm	10' x 40'	10'	12'	14'	16'	18'	20'	22'	24'	26'	28'	30'	32'	34'	36'	38'	40'	42'	44'	46'	48'	50'	52'	54'	56'
100-42	Red Tip Palm	10' x 42'	10'	12'	14'	16'	18'	20'	22'	24'	26'	28'	30'	32'	34'	36'	38'	40'	42'	44'	46'	48'	50'	52'	54'	56'
100-44	Red Tip Palm	10' x 44'	10'	12'	14'	16'	18'	20'	22'	24'	26'	28'	30'	32'	34'	36'	38'	40'	42'	44'	46'	48'	50'	52'	54'	56'
100-46	Red Tip Palm	10' x 46'	10'	12'	14'	16'	18'	20'	22'	24'	26'	28'	30'	32'	34'	36'	38'	40'	42'	44'	46'	48'	50'	52'	54'	56'
100-48	Red Tip Palm	10' x 48'	10'	12'	14'	16'	18'	20'	22'	24'	26'	28'	30'	32'	34'	36'	38'	40'	42'	44'	46'	48'	50'	52'	54'	56'
100-50	Red Tip Palm	10' x 50'	10'	12'	14'	16'	18'	20'	22'	24'	26'	28'	30'	32'	34'	36'	38'	40'	42'	44'	46'	48'	50'	52'	54'	56'
100-52	Red Tip Palm	10' x 52'	10'	12'	14'	16'	18'	20'	22'	24'	26'	28'	30'	32'	34'	36'	38'	40'	42'	44'	46'	48'	50'	52'	54'	56'
100-54	Red Tip Palm	10' x 54'	10'	12'	14'	16'	18'	20'	22'	24'	26'	28'	30'	32'	34'	36'	38'	40'	42'	44'	46'	48'	50'	52'	54'	56'
100-56	Red Tip Palm	10' x 56'	10'	12'	14'	16'	18'	20'	22'	24'	26'	28'	30'	32'	34'	36'	38'	40'	42'	44'	46'	48'	50'	52'	54'	56'
100-58	Red Tip Palm	10' x 58'	10'	12'	14'	16'	18'	20'	22'	24'	26'	28'	30'	32'	34'	36'	38'	40'	42'	44'	46'	48'	50'	52'	54'	56'
100-60	Red Tip Palm	10' x 60'	10'	12'	14'	16'	18'	20'	22'	24'	26'	28'	30'	32'	34'	36'	38'	40'	42'	44'	46'	48'	50'	52'	54'	56'
100-62	Red Tip Palm	10' x 62'	10'	12'	14'	16'	18'	20'	22'	24'	26'	28'	30'	32'	34'	36'	38'	40'	42'	44'	46'	48'	50'	52'	54'	56'
100-64	Red Tip Palm	10' x 64'	10'	12'	14'	16'	18'	20'	22'	24'	26'	28'	30'	32'	34'	36'	38'	40'	42'	44'	46'	48'	50'	52'	54'	56'
100-66	Red Tip Palm	10' x 66'	10'	12'	14'	16'	18'	20'	22'	24'	26'	28'	30'	32'	34'	36'	38'	40'	42'	44'	46'	48'	50'	52'	54'	56'
100-68	Red Tip Palm	10' x 68'	10'	12'	14'	16'	18'	20'	22'	24'	26'	28'	30'	32'	34'	36'	38'	40'	42'	44'	46'	48'	50'	52'	54'	56'
100-70	Red Tip Palm	10' x 70'	10'	12'	14'	16'	18'	20'	22'	24'	26'	28'	30'	32'	34'	36'	38'	40'	42'	44'	46'	48'	50'	52'	54'	56'
100-72	Red Tip Palm	10' x 72'	10'	12'	14'	16'	18'	20'	22'	24'	26'	28'	30'	32'	34'	36'	38'	40'	42'	44'	46'	48'	50'	52'	54'	56'
100-74	Red Tip Palm	10' x 74'	10'	12'	14'	16'	18'	20'	22'	24'	26'	28'	30'	32'	34'	36'	38'	40'	42'	44'	46'	48'	50'	52'	54'	56'
100-76	Red Tip Palm	10' x 76'	10'	12'	14'	16'	18'	20'	22'	24'	26'	28'	30'	32'	34'	36'	38'	40'	42'	44'	46'	48'	50'	52'	54'	56'
100-78	Red Tip Palm	10' x 78'	10'	12'	14'	16'	18'	20'	22'	24'	26'	28'	30'	32'	34'	36'	38'	40'	42'	44'	46'	48'	50'	52'	54'	56'
100-80	Red Tip Palm	10' x 80'	10'	12'	14'	16'	18'	20'	22'	24'	26'	28'	30'	32'	34'	36'	38'	40'	42'	44'	46'	48'	50'	52'	54'	56'
100-82	Red Tip Palm	10' x 82'	10'	12'	14'	16'	18'	20'	22'	24'	26'	28'	30'	32'	34'	36'	38'	40'	42'	44'	46'	48'	50'	52'	54'	56'
100-84	Red Tip Palm	10' x 84'	10'	12'	14'	16'	18'	20'	22'	24'	26'	28'	30'	32'	34'	36'	38'	40'	42'	44'	46'	48'	50'	52'	54'	56'
100-86	Red Tip Palm	10' x 86'	10'	12'	14'	16'	18'	20'	22'	24'	26'	28'	30'	32'	34'	36'	38'	40'	42'	44'	46'	48'	50'	52'	54'	56'
100-88	Red Tip Palm	10' x 88'	10'	12'	14'	16'	18'	20'	22'	24'	26'	28'	30'	32'	34'	36'	38'	40'	42'	44'	46'	48'	50'	52'	54'	56'
100-90	Red Tip Palm	10' x 90'	10'	12'	14'	16'	18'	20'	22'	24'	26'	28'	30'	32'	34'	36'	38'	40'	42'	44'	46'	48'	50'	52'	54'	56'
100-92	Red Tip Palm	10' x 92'	10'	12'	14'	16'	18'	20'	22'	24'	26'	28'	30'	32'	34'	36'	38'	40'	42'	44'	46'	48'	50'	52'	54'	56'
100-94	Red Tip Palm	10' x 94'	10'	12'	14'	16'	18'	20'	22'	24'	26'	28'	30'	32'	34'	36'	38'	40'	42'	44'	46'	48'	50'	52'	54'	56'
100-96	Red Tip Palm	10' x 96'	10'	12'	14'	16'	18'	20'	22'	24'	26'	28'	30'	32'	34'	36'	38'	40'	42'	44'	46'	48'	50'	52'	54'	56'
100-98	Red Tip Palm	10' x 98'	10'	12'	14'	16'	18'	20'	22'	24'	26'	28'	30'	32'	34'	36'	38'	40'	42'	44'	46'	48'	50'	52'	54'	56'
100-100	Red Tip Palm	10' x 100'	10'	12'	14'	16'	18'	20'	22'	24'	26'	28'	30'	32'	34'	36'	38'	40'	42'	44'	46'	48'	50'	52'	54'	56'

**CAUTION: PLEASE NOTE**

THIS DRAWING HAS NOT BEEN REVIEWED BY A STRUCTURAL ENGINEER. VERIFY PRIOR TO CONSTRUCTION.

1. All dimensions are in feet and inches. All dimensions shall be as shown unless otherwise noted.

2. All dimensions shall be as shown unless otherwise noted.

3. All dimensions shall be as shown unless otherwise noted.

4. All dimensions shall be as shown unless otherwise noted.

5. All dimensions shall be as shown unless otherwise noted.

6. All dimensions shall be as shown unless otherwise noted.

7. All dimensions shall be as shown unless otherwise noted.

8. All dimensions shall be as shown unless otherwise noted.

9. All dimensions shall be as shown unless otherwise noted.

10. All dimensions shall be as shown unless otherwise noted.

**KWD LANDSCAPE ARCHITECTURE**

2445 Ocean Boulevard  
Hyland Beach, FL 33487

**Harmister Residence**

*Handwritten Signature*

2445 Ocean Boulevard  
Hyland Beach, FL 33487

**Harmister Residence**

2445 Ocean Boulevard  
Hyland Beach, FL 33487

**Harmister Residence**

2445 Ocean Boulevard  
Hyland Beach, FL 33487

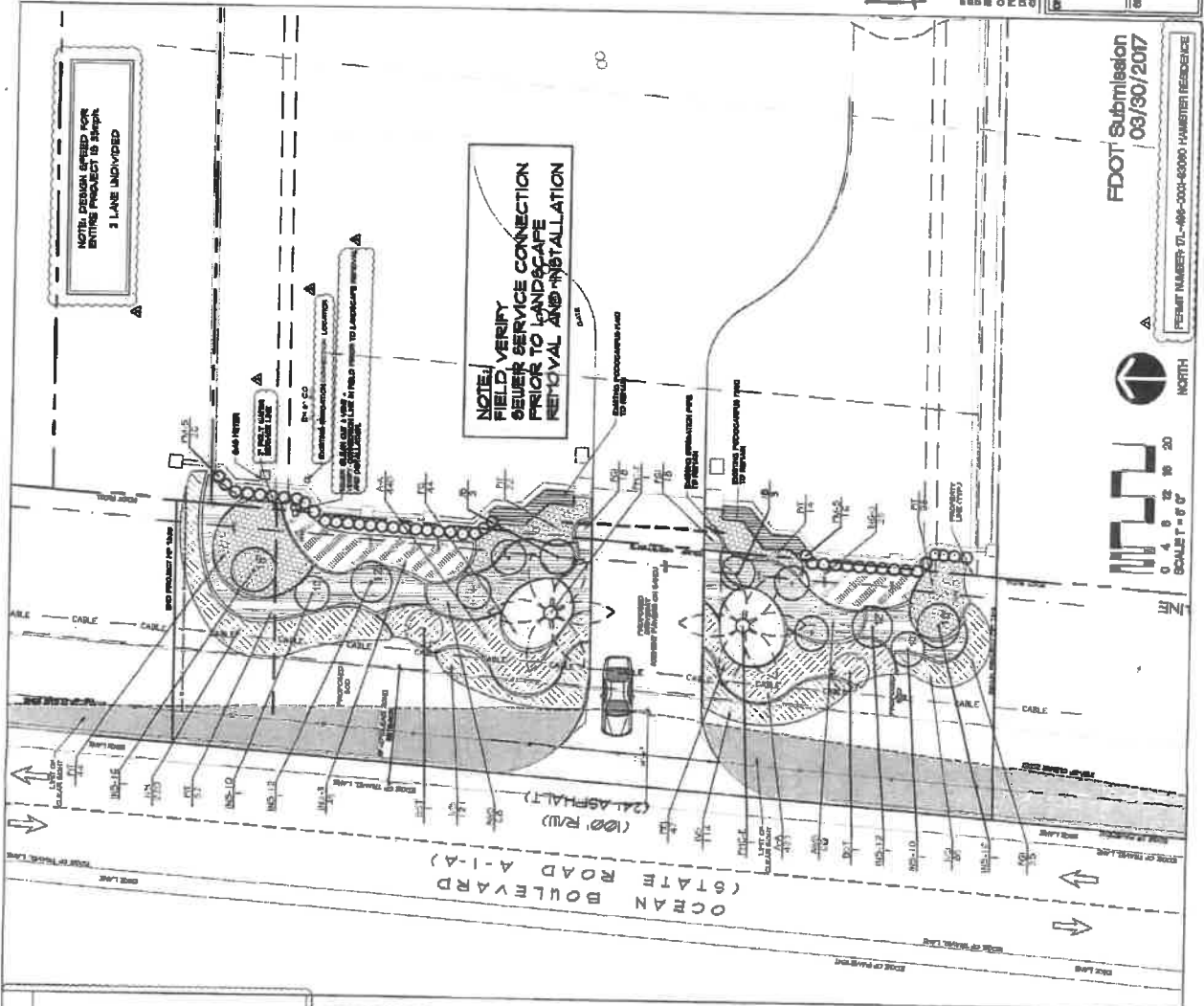
**Harmister Residence**

2445 Ocean Boulevard  
Hyland Beach, FL 33487

**Harmister Residence**

2445 Ocean Boulevard  
Hyland Beach, FL 33487

**Harmister Residence**



FOOT Submission  
03/30/2017

PERMIT NUMBER: 01-486-000-6000 HARMISTER RESIDENCE



FOOT Submission  
03/30/2017

**FOOT GENERAL NOTES**

**NOTES:**

1. ALL MATERIALS AND CONSTRUCTION WITHIN THE FOOT RIGHT-OF-WAY SHALL CONFORM TO THE LATEST FOOT DESIGN STANDARDS AND THE LATEST STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
2. REFER TO FOOT STANDARD INDEX 844 FOR INSTALLATION OF VEGETATION
3. REFER TO FOOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION SECTION 800 FOR LANDSCAPE INSTALLATION SPECIFICATIONS
4. CONTRACTOR SHALL REPAIR ANY AND ALL DAMAGE DONE TO FOOT PROPERTY DURING DEMOLITION, RELOCATION AND/OR INSTALLATION ACTIVITIES AT HIS SOLE EXPENSE.
5. REMOVAL OF ALL EXISTING OR ENCASED MATERIALS AS DETERMINED BY THE DEPARTMENT SHALL REMAIN IN THE DEPARTMENT WARD AREA UNLESS OTHERWISE NOTED ON THE PLANS. ALL SUCH MATERIALS SHALL BE MAINTAINED BY THE PERMITTEEAT THEIR COST AND REMOVED FROM THE SITE TO THE NEAREST TRUCK RAMP OR STOCKPILE IN THOSE AREAS AS DETERMINED BY THE DEPARTMENT, INCLUDING ASPHALT MILLINGS.
6. CITIES/MILLS SHALL NOT PERMITTED ON FOOT RIGHT-OF-WAY, UNLESS PERMITTED TO BE USED AS AN APPROVED BALCH-CANTERING AND CITIES/MILLS PRODUCT, RECYCLED WHICH ON APPROVED BULK, COMMODITY OR CONTAINERIZED BOX, CUMULATIVE, SUBMIT PROOF OF CONTRIBUTION TO THE FOOT DISTRICT OPERATIONS PERMIT LANDSCAPE INSPECTION UPON INSPECTION.

**FOOT IRRIGATION NOTES**

NOTES:

1. FOOT REQUIRES 24 HOUR EMERGENCY ACCESS TO WATER SOURCE.
2. CONTRACTOR SHALL PROVIDE FOOT DISTRICT OPERATIONS MANAGER WITH A SET OF "AS-BUILT" IRRIGATION PLAN.

**1. FOOT REQUIRED 24 HOUR EMERGENCY ACCESS TO WATER SOURCE**

Page 227

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- CAUTION: PLEASE NOTE**

**THIS DRAWING HAS NOT BEEN REVIEWED BY A STRUCTURAL ENGINEER VERIFIED WITH A STRUCTURAL ENGINEER PRIOR TO CONSTRUCTION**

**PERMIT NUMBERS 17L-493-0001-0000 HAMMISTON RESIDENCE**



## Summary

Call 811 or [www.sunshine811.com](http://www.sunshine811.com) two full business days before digging to have utilities located and marked.


**Check possible reasons order before we ship**  
**PO BOX 6104 TAMPA FL 33664**

**CRIMINAL RECORDS**

**R.O.W.  
Landscapo  
Section**

4

**THE COMPANY**  
AT THE  
FUTURE  
OF THE  
CITY



**KWD**  
**LANDSCAPE ARCHITECTURE**  
 971 Northwest Emerald Avenue  
 Century Station, Florida 33404  
 407-486-8878 P. 407-486-8874  
 E-mail: kwd@kwd.com  
 Russell L. Townsend, P.L., F.A.S.A.  
 Cert. of Accreditation 12/2000

2445 S Ocean Boulevard  
Highland Beach, FL 33487

~~Estlin~~land



**SECTION No.: 93060  
S.R. No.: A1A  
COUNTY: PALM BEACH**

**EXHIBIT D**

**PRECEDING LANDSCAPE AGREEMENT DESCRIPTION(S)  
AND OTHER AGREEMENT DESCRIPTIONS**

The following Landscape agreements have previously been executed for projects that have been installed in accordance with the plans and specifications attached thereto and incorporated herein but not exclusive to the following agreement descriptions:

**LANDSCAPE AGREEMENTS SUPERSEDED BY THIS AGREEMENT**

**7/10/08 - State Road A1A from 1/2 Mile north of Spanish River Boulevard to 1/2 mile South of Linton Boulevard, from (M.P. 4.540) to (M.P. 7.441). (\$400,006.03) Landscape improvements which include plant material and hardscape pavers. Section No. 93060, FM No.: 423845-1-58-01, Connected Contract No. AP751, Resolution No. 08-004 (6/9/08).**

**3/2/07 - State Road A1A (Town limits of Highland Beach) from (M.P. 4.540) to (M.P. 7.441). (\$202,138.00) Plant material only. Section No. 93060, FM# 421216-1-58-01, Connected Contract No. AOP79, Resolution No. 07-002R (2/6/07).**

**7/2/02 - State Road A1A from (M.P. 4.54) to (M.P. 7.41). (\$283,000.00) Landscape improvements not described. Section 93060, FM No. 229785-1-52-01, Resolution No. 792 (7/2/02).**

This Agreement, pursuant to paragraph number 14, page 9., shall supersede all other above agreements except as to the actual landscape plans and project cost that have not been replanted by subsequent FDOT approved projects and those that are "excepted out". The terms of this agreement shall apply to those landscape plans.

**SECTION No.: 93060**  
**S.R. No.: A1A**  
**COUNTY: PALM BEACH**

**EXHIBIT E**  
**MAINTENANCE PLAN**  
**FOR LANDSCAPE IMPROVEMENTS**

This Exhibit forms and integral part of the DISTRICT FOUR (4) LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY

*Please See Attached*

# **MAINTENANCE PLAN**

## **Landscape Improvements**

---

### **I. GENERAL MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS:**

The purpose of a plan for the landscape improvements maintenance practices is to allow the plant material on your project to thrive in a safe and vigorous manner while fulfilling their intended purpose and conserving our natural resources. Plantings and all other landscape improvements shall be maintained to avoid potential roadway hazards and to provide required clear visibility, accessibility, clearance, and setbacks as set forth by Florida Department of Transportation (FDOT) governing standards and specifications: *FDOT Design Standards*, *FDOT Plans Preparation Manual Vol. 1, Chapter 2.11* and *FDOT Standard Specifications for Road and Bridge Construction*, as amended by contract documents, and all other requirements set forth by the District 4 Operations Maintenance Engineer. The initial portion of the Maintenance Plan describes general maintenance requirements and recommendations. **The concluding section provides recommendations prepared by the Registered Landscape Architect of Record specific to the attached approved plans.**

### **WATERING REQUIREMENTS**

Watering is a critical concern for not only the maintenance of healthy plant material but also for observing water conservation practices. The amount of water to apply at any one time varies with the weather, drainage conditions and water holding capacity of the soil. For plant materials that have been established, it is imperative that any mandated water restrictions be fully conformed to on FDOT roadways.

Proper watering techniques should provide even and thorough water dispersal to wet the entire root zone, but not saturate the soil or over-spray onto travel lanes.

### **IRRIGATION SYSTEM**

The Agency shall ensure there are no roadway overspray or irrigation activities during daytime hours (most notably "rush hour" traffic periods). It is imperative the irrigation controller is properly set to run early enough that the watering process will be entirely completed before high traffic periods, while adhering to mandated water restrictions. To ensure water conservation, the Agency shall monitor the system for water leaks and the rain sensors to ensure they are functioning properly so that the system shuts down when there is sufficient rainfall.

### **INTEGRATED PLANT MANAGEMENT**

An assessment of each planting area's soil is recommended to periodically determine the nutrient levels needed to sustain healthy, vigorous plant growth.

Palms, shrubs, trees and turf areas shall be fertilized in such a manner and frequency to ensure that the plant material remains healthy and vigorously growing. Please be alert to changes in fertilization types per University of Florida, Institute of Food and Agricultural Services (I.F.A.S.) recommendations. Establishment of an integrated pest management program is encouraged to ensure healthy plants, which are free of disease and pests.

## **MULCHING**

Mulch planting beds in such a manner as to prevent weed growth, retain moisture to the plants, protect against soil erosion and nutrient loss, maintain a more uniform soil temperature, and improve the appearance of the planting beds. Avoid mulch mounded up on the trunks of trees, palms, and the base of shrubs to encourage air movement in this area which aids in lowering disease susceptibility. Cypress mulch is prohibited on state right of way.

## **PRUNING**

All pruning, and the associated safety criteria, shall be performed according to American National Standard Institute (ANSI) A300 standards and shall be supervised by an International Society of Arboriculture (ISA) Certified Arborist. Pruning shall be carried out with the health and natural growth of plant materials in mind, to specific pruning heights maintaining clear visibility for motorists, and provide vertical clearance for pedestrian, bicyclist, and truck traffic where applicable. Visibility windows must be maintained free of view obstructions, and all trees and palms must be maintained to prevent potential roadway and pedestrian hazards, all palms are to be kept fruit free. The specific pruning heights are determined by understanding the designer's intent when selecting and placing the plants. The intended mature maintained height and spread of plants are noted on the plans (See Exhibit B.) and see Part II. Specific Requirements and Recommendations for guidelines. The understory plant materials selected for use within the restricted planting areas (Limits of Clear Sight) are to be maintained at a height in compliance with *FDOT Design Standards* Index 546; Page 6 of 6, Window Detail. Vertical tree heights must meet *FDOT Maintenance Rating Program* (MRP) standards.

## **STAKING AND GUYING**

All staking materials, except for replacements, are to be removed by the completion of FDOT warranty period or at one year (whichever comes first). Any subsequent staking and guying activities by the Agency must adhere to *FDOT Design Standards* guidelines (See Index 544). The Agency shall closely monitor staking and guying attachment materials so that they are securely fastened to avoid potential roadway hazards.

## **TURF MOWING:**

All grassed areas are to be mowed and trimmed with sufficient frequency to maintain a deep, healthy root system while providing a neat and clean appearance to the urban landscape. All turf efforts, mowing, curb/sidewalk edging and turf condition, must at a minimum, meet *FDOT Maintenance Rating Program* (MRP).

## **LITTER CONTROL:**

The project site shall remain as litter free as practicable. It is recommended to recycle this litter to avoid unnecessary waste by its reuse. Litter removal efforts must meet *FDOT Maintenance Rating Program* (MRP) standards.

## **WEEDING/HERBICIDE**

All planting areas shall be maintained as weed free as practicable by enlisting integrated pest management practices in areas specified on the plans and maintaining proper mulch levels. Extreme care is recommended when using a chemical herbicide to avoid overspray onto plant materials. It is the applicator's responsibility to restore any damage, resulting from overspray to the plantings, per the approved plans.

## **PLANT REPLACEMENT**

Plant replacement shall be the same species and specification as the approved plan. Move and replace all plant materials that may conflict with utility relocations and service. Only plants graded Florida #1 or better, per the *Florida Department of Agriculture and Consumer Services, Grades and Standards for Nursery Plants* are permitted on FDOT roadways. Should it become necessary to change the species, a permit is required from FDOT for approval by the FDOT District Landscape Architect.

## **HARDSCAPE (SPECIALTY SURFACING)**

All tree grates and specialty surfacing shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the surfacing and tree grates. Final surface tolerance from grade elevations shall, at a minimum, meet the most current FDOT Maintenance Rating Program Handbook Pages 43-47; ADA accessible sidewalk; and FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on The State Highway System. If the specialty surfacing or tree grates become damaged, they shall be replaced with the same type and specification as the approved plan.

### **Or Use When Concrete Pavers**

All tree grates and specialty surfacing (if applicable) shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the pavers and tree grates. Final surface tolerance from grade elevations shall, at a minimum, meet the most current *Interlocking Concrete Pavement Institute (ICPI), Guide Specifications for Pavers on an Aggregate Base, Section 23 14 13 Interlocking Concrete Pavers, Part 3.05*. If the specialty surfacing or tree grates become damaged, they shall be replace with the same type and specification as the approved plan.

## **HARDSCAPE (NON-STANDARD) TRAVELWAY SURFACING**

It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway, including asphalt pavement (if applicable), caused or contributed by the installation or failure of non-standard surfacing, and/or the header curb, on the Department of Transportation right of way within the limits of this Agreement. Pavement restoration areas or "patches" will have a minimum length of 10-ft, measured from the edge of the header curb, and a width to cover full lanes for each lane affected by the restoration.

Pavement restoration will be performed in accordance with the most current edition of the *FDOT Standard Specifications for Road and Bridge Construction*, and the *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*.

It shall be the responsibility of the AGENCY to maintain all signs located within a non-standard surfacing area. Such maintenance to be provided by the AGENCY shall include repair and replacement of the sign panel, post, and base.

**HARDSCAPE (LANDSCAPE ACCENT LIGHTING)  
(IF APPLICABLE)**

Landscape accent lighting shall be maintained in such a manner as to prolong the life of the lighting fixture and prevent potential safety hazards. If the lighting fixtures and their system become damaged, they shall be replaced with the same type and specification as the approved plan. Landscape lighting shall meet requirements for the sea turtle nesting and hatching.

**MAINTENANCE OF TRAFFIC CONTROL**

Reference the FDOT website regarding the selection of the proper traffic control requirements to be provided during routine maintenance and / or new installations of this DOT roadway.

**VEGETATION MANAGEMENT AT OUTDOOR ADVERTISING (ODA)  
(IF APPLICABLE)**

To avoid conflicts with permitted outdoor advertising, please reference the State of Florida website regarding the vegetation management of outdoor advertising. This website provides a portal to search the FDOT Outdoor Advertising Inventory Management System Database. The database contains an inventory of outdoor advertising structures, permits and other related information maintained by the Department.

Also, reference the *Florida Highway Beautification Program* website link for “*Vegetation Management at ODA signs*” “*Florida Statutes*” and “*Florida Administrative Code*” related to vegetation management at outdoor advertising sign, permit applications for vegetation management and determining mitigation value of roadside vegetation.

**II. SPECIFIC PROJECT SITE MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS**

Superseded agreements' Maintenance Plans and any specific project site maintenance requirements continue to apply.

## REFERENCES

This reference list is provided as a courtesy. The list may not contain the most current websites. The most current references must be accessed for up to date information.

Accessible Sidewalk (ADA)

<http://www.access-board.gov/guidelines-and-standards/streets-sidewalks>

Americans with Disabilities Act (ADA) (ADAAG)

[http://www.ada.gov/2010ADAstandards\\_index.htm](http://www.ada.gov/2010ADAstandards_index.htm)

American National Standard Institute, *ANSI A300, (Part 1) for Tree Care Operations – Trees, Shrub, and Other Woody Plant Maintenance – Standard Practices (Pruning)*, available for purchase

<http://webstore.ansi.org>

Florida Department of Agriculture and Consumer Services, Division of Plant Industry, *Florida Grades and Standards for Nursery Plants 2015*

<http://www.freshfromflorida.com/Divisions-Offices/Plant-Industry/Bureaus-and-Services/Bureau-of-Plant-and-Apiary-Inspection>

Florida Department of Community Affairs (DCA), *Florida Board of Building Codes & Standards, 2010 Florida Building Code, Chapter 11 Florida Accessibility Code for Building Construction Part A*

[http://www2.iccsafe.org/states/florida\\_codes/](http://www2.iccsafe.org/states/florida_codes/)

Florida Department of Transportation, *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 544 Landscape Installation*

<http://www.dot.state.fl.us/rddesign/DS/16/IDx/00544.pdf>

Florida Department of Transportation, *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 546 Sight Distance at Intersections*

<http://www.dot.state.fl.us/rddesign/DS/16/IDx/00546.pdf>

Florida Department of Transportation, *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 600 Traffic Control through Work Zones*

<http://www.dot.state.fl.us/rddesign/DS/16/IDx/00600.pdf>

Florida Department of Transportation, *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 700 Roadside Offsets*

Florida Department of Transportation, *FDOT Plans Preparation Manual (PPM) Vol. I Chapter 2.11 Lateral Offset*

*Table 2.11.5 Lateral Offset Clearance to Trees*

*Table 2.11.11 Recoverable Terrain*

<http://www.dot.state.fl.us/rddesign/PPMManual/2016PPM.shtm>



Florida Department of Transportation, *FDOT Standard Specifications for Road and Bridge Construction, Section 580 Landscape Installation*

<http://www.dot.state.fl.us/specificationsoffice/Maintenance/Jul14/Files/SS5800000.doc>

<http://www.dot.state.fl.us/specificationsoffice/Implemented/Workbooks/JulWorkbook2014/Files/S5800000FA.pdf>

Florida Department of Transportation, Landscape Architecture Website  
[www.MyFloridaBeautiful.com](http://www.MyFloridaBeautiful.com)

Florida Department of Transportation, *Maintenance Rating Program Handbook*  
<http://www.dot.state.fl.us/statemaintenanceoffice/MaintRatingProgram.shtm>

Florida Department of Transportation Outdoor Advertising Database  
<http://www2.dot.state.fl.us/rightofway/>

Florida Exotic Pest Plant Council Invasive Plant Lists  
<http://www.fleppc.org/list/iist.htm>

Florida Irrigation Society  
<http://www.fisstaterg.org>

Florida Power and Light (FPL), *Plant the Right Tree in the Right Place*  
[http://www.fpl.com/residential/trees/right\\_tree\\_right\\_place.shtml](http://www.fpl.com/residential/trees/right_tree_right_place.shtml)

A Guide to Roadside Vegetation Management  
[http://www.dot.state.fl.us/statemaintenanceoffice/RDW/DOT%20Final%20\(3\)Turf%20Management%20Guide%20UF.pdf](http://www.dot.state.fl.us/statemaintenanceoffice/RDW/DOT%20Final%20(3)Turf%20Management%20Guide%20UF.pdf)

Interlocking Concrete Pavement Institute (ICPI)  
<http://www.icpi.org/>

International Society of Arboriculture (ISA)  
[www.isa-arbor.com](http://www.isa-arbor.com)

UF IFAS: *Selecting Tropical and Subtropical Tree Species for Wind Resistance*  
<http://edis.ifas.ufl.edu/pdf/FR/FR17500.pdf>

UF IFAS: *Fertilization of Field-grown and Landscape Palms in Florida*  
<http://edis.ifas.ufl.edu/ep261>

U.S. Department of Transportation, Federal Highway Administration, *Manual on Uniform Traffic Control Devices*  
<http://www.mutcd.fhwa.dot.gov>

**SECTION No.: 93060  
S.R. No.: A1A  
COUNTY: PALM BEACH**

**EXHIBIT F**

**PATTERNED PAVEMENT INSTALLATION**

**(If Applicable)**

This Exhibit forms an integral part of the DISTRICT FOUR (4) MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY.

- (1) Prior to acceptance by the DEPARTMENT, all lanes for each of the stamped asphalt crossings projects shall be tested for friction in accordance with ASTM E 274-06. All costs for friction testing will be the responsibility of the AGENCY. The initial friction resistance shall be at least 35 obtained at 40 mph with a ribbed test tire (FN40R) or equivalent. Failure to achieve this minimum resistance shall require all deficient crosswalk areas to be removed to their full extent (lane-by-lane) and replaced with the same product installed initially. If more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the Qualified Products List (QPL). All lanes receiving new installations shall again be friction tested within 60-90 days of their acceptance by the local AGENCY. The initial friction resistance of each new installation shall be at least 35 (FN40R) or equivalent. Failure to achieve this minimum resistance shall require all deficient areas be removed to their full extent (lane-by-lane) and replaced with the same product installed initially. If more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the DEPARTMENT 'S Qualified Products List (QPL), or replaced with conventional pavement.
- (2) The results of all friction tests and condition surveys shall be sent to the **Operations Engineer** at the local FDOT District Four Operations Center located at Palm Beach Operations, 7900 Forest Hill Boulevard, West Palm Beach 33413 (561) 432-4966, with a cover letter either certifying that the crosswalks comply with the above stated requirements; or what remedial action will be taken to restore the friction and/or integrity of the crosswalk area.
- (3) When remedial action is required in accordance with the above requirements, the local AGENCY at its own expense shall complete all necessary repairs within 90 days of the date the deficiency was identified.

- (4) Should the local AGENCY fail to satisfactorily perform any required remedial work or testing in accordance with this agreement, the DEPARTMENT reserves the right to replace the patterned pavement with conventional pavement and bill the local AGENCY for this cost. No more than two full stamped asphalt pavement depth repairs shall be made to an area without first resurfacing the pavement to its full depth.

SECTION No.: 93060  
S.R. No.: A1A  
COUNTY: PALM BEACH

## EXHIBIT G

### PATTERNED PAVEMENT MAINTENANCE

(When Applicable)

This Exhibit forms an integral part of the DISTRICT FOUR (4) MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY.

"Maintenance" of all patterned pavement crosswalks in these Agreements shall be defined, as a minimum, to include its frictional characteristics and integrity as follows:

- (1) Within 60 days of project acceptance by the Department, all lanes of each patterned crosswalk shall be evaluated for surface friction. The friction test shall be conducted using either a locked wheel tester in accordance with **FM 5-592 (Florida Test Method for Friction Measuring Protocol for Patterned Pavements)** or Dynamic Friction Tester in accordance with **ASTM E1911**. **All costs for friction testing are the responsibility of the AGENCY.**
- (2) The initial friction resistance shall be at least 35 obtained at 40 mph with a ribbed tire test (FN40R) or equivalent (FM 5-592 attached). Failure to achieve this minimum resistance shall require all deficient crosswalk areas to be removed to their full extent (land-by-land) and replaced with the same product installed initially. The AGENCY is responsible for all costs associated with the removal and replacement of the crosswalk. If the Department determines that more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the Qualified Products List (QPL) or replaced with conventional pavement.
- (3) Approximately **one year** after project acceptance and **one year** thereafter and for the life of the adjacent pavement, only the outside traffic lane areas of each patterned crosswalk shall be tested for friction resistance in accordance with **ASTM E274** or **ASTME 1911**. Friction resistance shall, at a minimum, have a FN40R value of 35 (or equivalent).
- (4) The results of all friction tests shall be sent to the **Operations Engineer** at the local FDOT District Four Operations Center located at Palm Beach Operations, 7900 Forest Hill Boulevard, West Palm Beach 33413 (561) 432-4966, with a cover letter either certifying, that the crosswalks comply with the minimum friction criteria, or stating what remedial action will be taken to restore the friction.

- (5) Failure to achieve the minimum resistance shall require all lanes of the crosswalk to be friction tested to determine the extent of the deficiency. All deficient areas shall be removed to their full extent (lane-by-lane) and replaced with the same product installed initially. If the Department determines that more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the QPL, or replaced with conventional pavement.
- (6) When remedial action is required in accordance with the above requirements, the local agency shall complete all necessary repairs at its own expense within 90 days of the date when the deficiency was identified. No more than two full depth patterned pavement repairs shall be made to an area without first resurfacing the underlying pavement to 1" minimum depth.
- (7) The Department will not be responsible for replacing the treatment following any construction activities by the Department in the vicinity of the treatment, or any costs for testing.
- (8) Should the local agency fail to satisfactorily perform any required remedial work or testing in accordance with this agreement, the Department reserves the right to replace the patterned pavement with conventional pavement (matching the adjacent pavement) and bill the local agency for this cost.



## **RESOLUTION NO. 17-012 R**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT FOUR INCLUSIVE LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT ON BEHALF OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Florida Department of Transportation (FDOT) has advised the Town that in order for landscaping to be placed in the FDOT right-of-way the Town must execute the attached State of Florida Department of Transportation District Four Inclusive Landscape Maintenance Memorandum of Agreement; and

WHEREAS, the purpose of this Resolution is to authorize the Mayor to execute on behalf of the Town the Agreement attached to this Resolution.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Commission of the Town of Highland Beach, Florida, that:

**Section 1.** The recitations set forth above are true, accurate and correct and are incorporated herein.

**Section 2.** That the Mayor is authorized to execute the State of Florida Department of Transportation District Four Inclusive Landscape Maintenance Memorandum of Agreement attached to this Resolution and made a part hereof.

**Section 3.** That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

**Section 4.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED THIS 5<sup>TH</sup> DAY OF JULY, 2017.**

  
Carl Feldman, Mayor

  
William Weitz, Vice Mayor


  
Rhoda Zelniker, Commissioner


  
George Kelvin, Commissioner

  
Elyse Riesa, Commissioner

**ATTEST:**

**REVIEWED FOR LEGAL SUFFICIENCY**

  
Lanelda Gaskins, MMC  
Town Clerk

  
Glen J. Torcivia, Town Attorney  
Florida Bar No. 343374  
Approved as to form and legal sufficiency



**File Attachments for Item:**

C. Resolution No. 2023-017

A Resolution of the Town Commission of the Town of Highland Beach, Florida, approving a Declaration of Unity of Title submitted by Gunther K. Buerman and Margaretha Buerman for the properties located at 4015 South Ocean Boulevard and 4019 South Ocean Boulevard; and providing for an effective date.



# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

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**MEETING TYPE:** Town Commission Meeting

**MEETING DATE** August 1, 2023

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

**SUBJECT:** A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, APPROVING A DECLARATION OF UNITY OF TITLE SUBMITTED BY GUNTHER K. BUERMAN AND MARGARETHA BUERMAN FOR THE PROPERTIES LOCATED AT 4015 SOUTH OCEAN BOULEVARD 4019 SOUTH OCEAN BOULEVARD; AND PROVIDING FOR AN EFFECTIVE DATE (UNITY-2023-001)

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## SUMMARY:

The property owners of 4015 and 4019 South Ocean Boulevard are requesting a Unity of Title. Section 30-68(q)(3) of the Town Code states that *all unities of title applicable to property within the Town shall be reviewed by the Town attorney, approved by the Town Commission, and recorded prior to issuance of a building permit, or as otherwise required by a development order approved by the Town.* The parcel control numbers for each parcel are as follows:

4015 South Ocean Boulevard	4019 South Ocean Boulevard
24-43-47-04-00-005-0060	24-43-47-04-00-005-0070

Both parcels are zoned Residential Single Family (RS) with a corresponding future land use designation of Single Family. The following zoning district and future land use designations are applicable for adjacent properties:

PARCEL	ZONING DISTRICT	FUTURE LAND USE DESIGNATION
North	Residential Single Family (RS)	Single Family
South	Residential Single Family (RS)	Single Family
East	NA (Atlantic Ocean)	NA (Atlantic Ocean)
West	Residential Multiple Family Low Density (RML)	Multi Family Low Density

The property located at 4015 South Ocean Boulevard is currently vacant while the property located at 4019 South Ocean Boulevard contains a three (3) story single-family home which according to the Palm Beach County Property Appraiser was built in 1994. The properties combined will total 40,176 square feet (0.9223 acres).

Upon approval of the requested Unity of Title, any future redevelopment or major modification (as described in Section 30-39 of the Town Code) of the current single family residence will require the submittal of a development order application to the Town's Building Department. Such redevelopment or major modification shall be in compliance with the Town Code of Ordinances including but not limited to the property development regulations and permitted uses found in the Town's Zoning Code (Chapter 30).

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**FISCAL IMPACT:**

N/A

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**ATTACHMENTS:**

Application

Aerials

Resolution

---

**RECOMMENDATION:**

At the discretion of the Commission.



# TOWN OF HIGHLAND BEACH

## UNITY OF TITLE APPLICATION

### PROPERTY OWNER INFORMATION

<b>Name:</b> Gunther K. Buerman & Margaretha Buerman	<b>Phone:</b> 585-955-3515	<b>Fax:</b>
<b>Mailing Address:</b> 4019 S Ocean Boulevard, Highland Beach, Florida 33487		
<b>Email Address:</b> gbuerman@harrisbeach.com; maggiebuerman@icloud.com		

### AUTHORIZED AGENT

<b>Name:</b> Kristy E. Armada, Esq.	<b>Phone:</b> 954-334-2250	<b>Fax:</b> 954-334-2259
<b>Mailing Address:</b> 2426 East Las Olas Boulevard, Fort Lauderdale, Florida 33301		
<b>Email Address:</b> karamada@olivejudd.com		

### PROPERTY INFORMATION ASSOCIATED WITH THIS APPLICATION

<b>Addresses:</b> 4015 S Ocean Boulevard, Highland Beach, Florida 33487 4019 S Ocean Boulevard, Highland Beach, Florida 33487	<b>Subdivision:</b> N/A
<b>PCNs:</b> 24-43-47-04-00-005-0060 24-43-47-04-00-005-0070	<b>Lot Sizes:</b> 26893.944 SF (land); 0.6174 Acres 27155.304 SF (land); 6133 SF (building); 0.6234 Acres
<b>Zoning District of each parcel:</b> RS - Residential Single Family ( 24-HIGHLAND BEACH )	<b>Present Use of each parcel:</b> 0000 - VACANT 0100 - SINGLE FAMILY

1. Describe your request in detail (use additional pages if necessary):

Unify title of 24-43-47-04-00-005-0060 and 24-43-47-04-00-005-0070.

2. Adjacent Properties:

Adjacent Property to the:	Future land Use Designation	Zoning District	Existing Use of Property
North	0100 - SINGLE FAMILY	RS	0100 - SINGLE FAMILY
South	0100 - SINGLE FAMILY	RS	0100 - SINGLE FAMILY
East	N/A	N/A	N/A
West	MF14 - MULTIFAMILY LOW DENSITY	RML	0000 - VACANT

I declare that all statements made herein are true, based upon the best available information, and I understand that 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 as well as the applicable provisions provided in Chapter 30 of the Town Code of Ordinances. With this application, I am submitting the necessary supporting materials listed.

\*\*\*Owner must supply authorized agent notarized letter attesting to same\*\*\*

Property Owner's Signature:

*Margaretha Buerman*  
*Kristy Armada*

Date: February 1, 2023

Authorized Agent Signature:

Date: February 1, 2023

STATE OF FLORIDA

COUNTY OF BROWARD

On this 1st day of February, 2023 before me personally appeared Gunther K. Buerman, Margaretha Buerman, and Kristy E. Armada, known to be the person(s) who executed the foregoing instruments and acknowledged that they executed the same as their free act and deed.

(SEAL)



*Hannah R. Hungate*  
Notary Public Signature





## TOWN OF HIGHLAND BEACH

Building Department 3616 South Ocean Blvd., Highland Beach, Florida 33487  
Website: [www.highlandbeach.us](http://www.highlandbeach.us) Phone: 561-278-4540 Fax: 561-278-2606

### AUTHORIZED AGENT AFFIDAVIT

We, Gunther K. Buerman and Margaretha Buerman, the Property owners, hereby grant authorization to Kristy E. Armada, Authorized Agent, to act in our behalf with the Town of Highland Beach Building Department while conducting activities related to a Unity of Title Application request.

We, Gunther K. Buerman and Margaretha Buerman, Property Owners, relieve the Town of Highland Beach of, and agree to hold the Town of Highland Beach Building Department harmless from any and all responsibility, claims or other actions arising from or related to the Department's acceptance of the above agent's signature for application-related activities. I further understand that it is my sole responsibility to grant and terminate any such authorization and to ensure that the Department receives timely notice of any such grant or termination.

  
Signature of Property Owner

  
Signature of Authorized Agent

\*\*\*PLEASE NOTE: BOTH SIGNATURES MUST BE NOTARIZED\*\*\*

Notary for Property Owner Signature:

State of Florida

County of Broward

The foregoing was acknowledged before me this 1st day of February, 2023, by Gunther K. Buerman and Margaretha Buerman, who are personally known to me, or who produced Photo ID - Drivers License(s) as identification.

  
Notary Public Signature

Hannah R. Hungate

Print, Type, or Stamp Name of Notary

Notary for Authorized Agent's Signature:

State of Florida

County of Broward

The foregoing was acknowledged before me this 1st day of February, 2023, by Kristy E. Armada, who is personally known to me, or who produced \_\_\_\_\_ as identification.

  
Notary Public Signature

Hannah R. Hungate

Print, Type, or Stamp Name of Notary



Prepared by and return to:  
Nicole M. Villarroel, Esq.  
Olive Judd, P.A.  
2426 East Las Olas Boulevard  
Fort Lauderdale, FL 33301  
954-334-2250

[Space Above This Line For Recording Data]

## Warranty Deed

**This Warranty Deed** made this 15 day of November, 2022 between Lotta Development LLC, a Florida limited liability company whose post office address is 4019 South Ocean Blvd., Highland Beach, FL 33487, Grantor, and Gunther K. Buerman and Margaretha Buerman, his wife whose post office address is 4019 South Ocean Blvd., Highland Beach, FL 33487, Grantee:

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth**, that said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in **Palm Beach County, Florida** to-wit:

The South 100 feet of the North 2350 feet of Section 4, (measured at right angles to the North line thereof), Township 47 South, Range 43 East, lying East of the centerline of State Road A1A, the Right of Way of which road was conveyed to State of Florida by deed, recorded in Deed Book 578, Page 129, Public Records of Palm Beach County, Florida, which property is situated in the Town of Highland Beach, Palm Beach County, Florida. Also described as: The North 100 feet of the South 645 feet of Government Lot 5 of State Road 140 and also described as City Lot No. 49.

Parcel Identification Number: 24-43-47-04-00-005-0060

Grantor is wholly owned by Grantee and, pursuant to Crescent Miami Center v. FDOR, 903 So. 2d 913 (Fla. 2005), there is no exchange of consideration in this conveyance which would incur documentary stamp taxes. Further, there are no mortgages encumbering the above described property. No documentary stamp tax is due.

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.



**To Have and to Hold**, the same in fee simple forever.

**And** the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2022**.

**In Witness Whereof**, Grantor has hereunto set Grantor's hand and seal the day and year first above written.



Signed, sealed and delivered in our presence:

  
\_\_\_\_\_  
Witness Name: Estefany Collado  
  
\_\_\_\_\_  
Witness Name: Nicole Villarroel

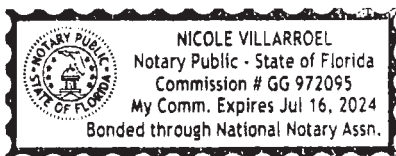
Lotta Development LLC, a Florida limited liability company

By:   
\_\_\_\_\_  
Margaretha Buerman, Manager

State of Florida  
County of Broward

The foregoing instrument was acknowledged before me by means of ☐ online notarization or ☒ physical presence this 15<sup>th</sup> day of November, 2022, by Margaretha Buerman, as Manager of Lotta Development LLC, a Florida limited liability company, on behalf of the limited liability company. She ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]



  
\_\_\_\_\_  
Notary Public

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

My Commission Expires: \_\_\_\_\_



CFN 20080209812  
OR BK 22678 PG 0306  
RECORDED 06/04/2008 09:23:55  
Palm Beach County, Florida  
AMT 5,500,000.00  
Doc Stamp 38,500.00  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 0306 - 307; (2pgs)

*Return to*

This Instrument Prepared by:  
William J. McPharlin  
William J. McPharlin, PA  
3015 N. Ocean Boulevard  
Suite 122  
Berkley South Building  
Fort Lauderdale, FL 33308  
Tel: (954) 566-8893

Tax Folio No. 24-43-47-04-00-005-0070

**WARRANTY DEED**

**THIS WARRANTY DEED** made the 29<sup>th</sup> day of MAY, 2008 by **TIBOR TOT and ANIKO TOT, his wife**, as "Grantor", whose mailing address is 991 Hillsboro Mile, Hillsboro Beach, FL 33062, to **GUNTHER K. BUERMAN and MARGARETHA BUERMAN, his wife**, as "Grantee", whose mailing address is 1186 Lake Road, Webster, NY 14580

**WITNESSETH:** That the Grantor, in consideration of the sum of Ten Dollars and 00/100 (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Broward County, Florida, to-wit:

That part of the South 100 feet of the North 2450 feet of Section 4, (measured at right angles to the North line thereof) Township 47 South, Range 43 East, Palm Beach County, Florida, lying East of the Easterly right-of-way line of State Road 140, together with any right, title or interest of Grantor, if any, in and to land lying within the right-of-way of State Road 140 (A-1-A) to the center line thereof.

This conveyance is subject to the following:

- 1) Taxes for the year 2008 and subsequent years;
- 2) Zoning and/or restrictions and prohibitions imposed by governmental authority;
- 3) Restrictions, easements, declarations and other matters appearing on the plat and/or common to the subdivision; and
- 4) Public utility easements of record.

**TOGETHER** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD** the same in fee simple forever.

**AND** the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except

as otherwise mentioned herein.

**IN WITNESS WHEREOF**, the said Grantor has signed and sealed these presents the day and year first written above.

WITNESSES:

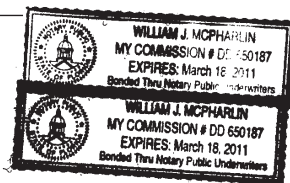
[Signature]  
witness signature (as to Grantor)  
William J. McPharlin  
printed name  
[Signature]  
witness signature (as to Grantor)  
Mari (Aniko) TOTH  
printed name

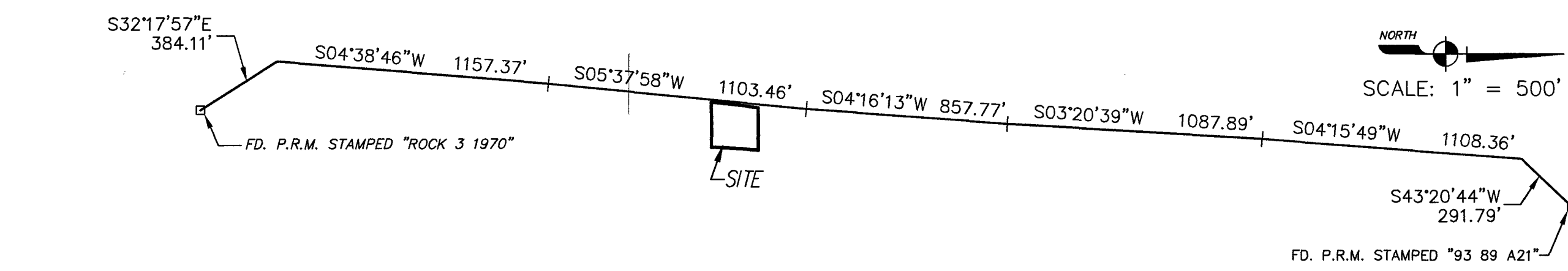
[Signature]  
Grantor Signature  
TIBOR TOTTH  
[Signature]  
Grantor Signature  
ANIKO TOTTH

STATE OF FLORIDA  
COUNTY OF BROWARD

**THE FOREGOING INSTRUMENT** was acknowledged before me this 29<sup>th</sup> day of MAY, 2008 by TIBOR TOTTH and ANIKO TOTTH, who are personally known to me or who produced Driver Licenses as identification.

[Signature]  
NOTARY PUBLIC  
My commission expires:











# 4015 and 4019 South Ocean Blvd. (Front)





# 4015 and 4019 South Ocean Blvd. (Rear)







**TOWN OF HIGHLAND BEACH  
RESOLUTION NO. 2023-017**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, APPROVING A DECLARATION OF UNITY OF TITLE SUBMITTED BY GUNTHER K. BUERMAN AND MARGARETHA BUERMAN FOR THE PROPERTIES LOCATED AT 4015 SOUTH OCEAN BOULEVARD AND 4019 SOUTH OCEAN BOULEVARD; AND PROVIDING FOR 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**, Pursuant to Section 30-68(q)(3) Town Code of Ordinances, all unities of title applicable to property within the Town shall be approved by the Town Commission, and recorded prior to issuance of a building permit, or as otherwise required by a development order approved by the Town; and

**WHEREAS**, Gunther K. Buerman and Margaretha Buerman own the properties located at 4015 and 4019 South Ocean Boulevard; and

**WHEREAS**, the property located at 4015 South Ocean Boulevard is vacant, and the property located at 4019 South Ocean Boulevard contains a single family home; and

**WHEREAS**, the total lot size for both properties is 40,176 square feet (0.9223 acres).

**WHEREAS**, the property owners are requesting the Town approve a Declaration of Unity of Title for 4015 and 4019 South Ocean Boulevard.

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

**Section 1.** The Town Commission finds that the proposed Declaration of Unity of Title for the properties located at 4015 and 4019 South Ocean Boulevard with the parcel control numbers 24-43-47-04-00-005-0060 and 24-43-47-04-00-005-0070 respectively and the following legal description:

The south 100 feet of the north 2350 feet of Section 4 (measured at right angles to the North line thereof), Township 47 South, Range 43 East, lying east of the centerline of State Road A1A, the right of way of which road was conveyed to State of Florida by deed recorded in Deed Book 578, Page 129, Palm Beach County records which property is situated in the Town of Highland Beach, Palm Beach County, Florida

Also described as: the north 100 feet of the south 645 feet of Government Lot 5 of State Road 140.

Also described as City Lot No. 49.

Together with;

That part of the south 100 feet of the north 2450 feet of Section 4 (measured at right angles to the North line thereof), Township 47 South, Range 43 East, Palm Beach County, Florida, lying East of the easterly right-of-way line of State Road. No. 140, together with any right title or interest of Grantor, if any, in and to land lying within the right-of-way of State Road 140 (A-1-A) to the centerline thereof.

Said lands lying in Highland Beach, Palm Beach County, Florida and containing 40,176 square feet (0.9223 acres) more or less.

does not create a parcel that is incompatible with the Town's Comprehensive Plan and the Town's Zoning Code.

**Section 2.** The Declaration of Unity of Title for the parcels located at 4015 and 4019 South Ocean Boulevard is attached to this resolution as **Exhibit A.**

**Section 3.** The Declaration of Unity of Title is approved by the Town of Highland Beach Town Commission.

**Section 4.** This Resolution shall be effective immediately upon adoption.

**DONE AND ADOPTED** by the Town Commission of the Town of Highland Beach,  
Florida, this \_\_\_\_ day of \_\_\_\_\_, 2023.

**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

## EXHIBIT A

## DECLARATION OF UNITY OF TITLE

KNOW ALL MEN BY THESE PRESENTS, that pursuant to the ordinances of the Town of Highland Beach pertaining to the issuance of building permits and regulating building construction activities, the undersigned, Gunther K. Buerman and Margaretha Buerman, being the owners of all of the following described real property situated in the Town of Highland Beach, County of Palm Beach and State of Florida:

The South 100 feet of the North 2350 feet of Section 4, (measured at right angles to the North line thereof), Township 47 South, Range 43 East, lying East of the centerline of State Road A1A, the Right of Way of which road was conveyed to State of Florida by deed, recorded in Deed Book 578, Page 129, Public Records of Palm Beach County, Florida, which property is situated in the Town of Highland Beach, Palm Beach County, Florida. Also described as: The North 100 feet of the South 645 feet of Government Lot 5 of State Road 140 and also described as City Lot No. 49.

Parcel #: 24-43-47-04-00-005-0060

AND

That part of the South 100 feet of the North 2450 feet of Section 4, (measured at right angles to the North line thereof) Township 47 South, Range 43 East, Palm Beach County, Florida, lying East of the Easterly right-of-way line of State Road 140, together with any right, title or interest of Grantor, if any, in and to land lying within the right-of-way of State Road 140 (A-1-A) to the center line thereof.

Parcel #: 24-43-4 7-04-00-005-0070

does hereby make the following declarations of condition, limitation and restriction on said lands, hereinafter to be known and referred to as DECLARATION OF UNITY OF TITLE, as to the following particulars:

- a. That the aforesaid plot or combination of separate lots, plots, parcels, acreage or portions thereof shall hereinafter be regarded and is hereby declared to be unified under one title as an indivisible building site.
- b. That all said property shall henceforth be considered as one plot or parcel of land, and that no portion thereof shall be sold, assigned, transferred, conveyed or devised separately.
- c. Any sale, assignment, transfer or conveyance of the property shall be in its entirety as one parcel of land.
- d. The Unity of Title Declaration shall constitute a covenant to run with the land in perpetuity.
- e. That the Unity of Title Declaration will not be in effect until approved by the Town Commission of the Town of Highland Beach.

- f. That the Unity of Title shall be binding upon the Declarer, heirs, successors and assigns, until such time as the Unity of Title Declaration may be released with the approval of the Town Commission of Highland Beach.

The undersigned also agrees that this instrument shall be placed of record in the Office of the Clerk of the Circuit Court of Palm Beach County, Florida.

Signed, sealed, witnessed and acknowledged this 11th day of May, 2023.

WITNESSES:

Cheryl A. Gabler  
Name: Cheryl A. Gabler

Alejandra Pena  
Name: Alejandra Pena

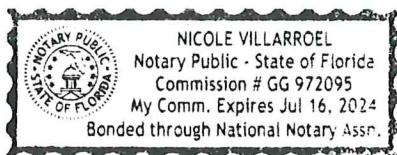
By: Gunther K. Buerman  
Gunther K. Buerman

By: Margaretha Buerman  
Margaretha Buerman

STATE OF FLORIDA )  
COUNTY OF Broward )

The foregoing instrument was acknowledged before me this 11th day of May, 2023, by Gunther K. Buerman and Margaretha Buerman, who executed the foregoing for the purposes stated herein. He/She is personally known to me \_\_\_\_ or have produced Florida Driver License(s) as identification.

My Commission Expires: \_\_\_\_\_



Nicole Villarroel  
Notary Public – State of Florida

Name: Nicole Villarroel

APPROVED BY THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH

\_\_\_\_\_  
Natasha Moore, Mayor  
Town of Highland Beach

Attest:

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

**File Attachments for Item:**

D. Clarification on Section 106.113, Florida Statutes, regarding educational campaign for upcoming referendum questions.





# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

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**MEETING TYPE:** Town Commission Meeting

**MEETING DATE** August 1, 2023

**SUBMITTED BY:** Glen J. Torcivia, Town Attorney

**SUBJECT:** Clarification on Section 106.113, Florida Statutes, regarding educational campaign for upcoming referendum questions.

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**SUMMARY:**

At the June 06 2023, Town Commission meeting, the Commission provided guidance to the Town Attorney to prepare a legal opinion outlining what actions the Town may take to engage the community on upcoming projects, that may require referendums.

Based on the research of the Town Attorney's office, the legal opinion is attached.

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**FISCAL IMPACT:**

N/A

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**ATTACHMENTS:**

Letter to Town Manager Labadie – dated July 27, 2023

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**RECOMMENDATION:**

Commission discussion.

# **TORCIVIA, DONLON, GODDEAU & RUBIN, P.A.**

701 Northpoint Parkway, Suite 209  
West Palm Beach, Florida 33407-1950  
561-686-8700 Telephone / 561-686-8764 Facsimile  
www.torcivialaw.com

Glen J. Torcivia  
Lara Donlon  
Christy L. Goddeau\*  
Leonard G. Rubin\*

Jennifer H.R. Hunecke  
Susan M. Garrett  
Elizabeth V. Lenihan\*  
Ruth A. Holmes  
Ben Saver

\*FLORIDA BAR BOARD CERTIFIED  
CITY COUNTY AND LOCAL GOVERNMENT ATTORNEY

July 27, 2023

**Via email only**

Marshall Labadie, Town Manager  
Town of Highland Beach  
3614 South Ocean Blvd.  
Highland Beach, FL 33487

Re: Section 106.113, Florida Statutes – follow-up questions

Dear Marshall:

As you are aware, we drafted a legal opinion, dated January 31, 2023 (attached), regarding the Legislature's 2022 revisions to Section 106.113, Florida Statutes. These amendments further limited expenditures by local governments of public funds for communications sent to electors on referendums. Since then, we received additional questions on the interpretation of this statute from the Town Commission. Please see below for the questions posed and our recommendations on the same.

**Question No. 1:** Can the Town communicate upcoming referendum questions in the "Manager's Monthly" newsletter which is mailed out and emailed to our residents?

**Short Answer:** No. If there is a pending referendum, the Town is not permitted to expend public funds to send any communication to electors concerning the referendum which is "subject to a vote of the electors."

**Full Answer:** As mentioned in our prior opinion, there is no guidance on how a court will interpret the language and limits of the revised statute. However, it is likely that the Town is not prohibited by Section 106.113 from communicating with its electors to gather information on any issue that is *not* currently "subject to a vote of the electors." "Subject to a vote of the electors," may reasonably be interpreted as any issue currently (1) on an upcoming ballot; or (2) the subject of an adopted or pending ordinance seeking to place the referendum question on an upcoming ballot. Therefore, an adopted or pending referendum ordinance could be considered "subject to a vote of the electors" and, therefore, it is recommended that it not be included in any communication from the Town to an elector. Conversely, the Town may include issues that are not yet "subject to a vote of the electors" (e.g., issues with no pending or adopted referendum ordinance) in the Manager's Monthly newsletter.

**Question No. 2:** Can the Town communicate upcoming referendum questions on social media?

**Short Answer:** No. The Town cannot communicate upcoming referendum questions on social media.

**Full Answer:** Section 106.113, Florida Statutes, provides exceptions to the prohibition against the Town sending communications to its electors on referendum questions. The statute allows the Town to: (1) report on official actions of the local government's governing body in an accurate, fair, and impartial manner; (2) post factual information on a government website; (3) post factual information in printed materials; (4) host and provide information at a public forum; (5) provide factual information in response to an inquiry; and (6) provide information as otherwise authorized or required by law. The posting of information on a pending referendum question on the Town's social media is not included in the list of exceptions, and, as such, it is recommended that the Town not use social media for this purpose. The Town, however, may communicate issues (not the subject of a pending or adopted referendum ordinance) on social media because they are, arguably, not yet considered to be "subject to a vote of the electors."

**Question No. 3:** What is the timeframe in which we can communicate before the question is considered an official ballot question (i.e., "subject to a vote of the electors")?

**Short Answer:** The statute does not address any timeframe or define "subject to a vote of the electors."

**Full Answer:** As mentioned in the full answer to Question No. 1 above, it is our opinion that "subject to a vote of the electors," may reasonably be interpreted as any issue currently (1) on an upcoming ballot; or, (2) the subject of an adopted or pending ordinance seeking to place the referendum question on an upcoming ballot. However, neither the Florida courts, Attorney General's Office, or Division of Elections have provided any rulings or opinions on this issue. Until we have an official ruling or opinion, we recommend that the Town consider an issue to be "subject to a vote of the electors" when it is the subject of a pending referendum ordinance (i.e., an ordinance has been drafted and is scheduled for first reading on a Town Commission agenda).

Please let me know if you have any questions regarding the answers provided above, or if the Town wishes to request an opinion on any of these questions to the Florida Division of Elections for a more definitive answer.

Sincerely,

*Glen J. Torcivia*

Glen J. Torcivia  
Town Attorney

Enclosure

c: Len Rubin, Esq.  
Terisha Cuebas, MPA, Assistant Town Manager  
Lanelda Gaskins, Town Clerk

**TORCIVIA, DONLON,  
GODDEAU & RUBIN, P.A.**

---

701 Northpoint Parkway, Suite 209  
West Palm Beach, Florida 33407-1950  
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Glen J. Torcivia  
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Elizabeth V. Lenihan\*  
Denise A. Mutamba  
Kara L. Land  
Ruth A. Holmes

\*FLORIDA BAR BOARD CERTIFIED  
CITY COUNTY AND LOCAL GOVERNMENT ATTORNEY

January 31, 2023

**Via email only**

Marshall Labadie, Town Manager  
Town of Highland Beach  
3614 South Ocean Blvd.  
Highland Beach, FL 33487

Re: Section 106.113, Florida Statutes

Dear Marshall:

As you are aware, the Legislature amended Section 106.113, Florida Statutes (see attached), to further limit expenditures by local governments of public funds for communications sent to electors on issues, referendums, etc. that are subject to a vote of such electors regardless of whether such communication is limited to factual information. The Town is exploring the option of hiring a company to conduct polls of the Town's electors regarding various issues affecting the Town which raises the issue of whether such polls are prohibited under Section 106.113.

To date, there is no guidance on how the state, or a court will interpret the limits of the revised statute. However, we believe that it is likely that the Town is not prohibited by Section 106.113 from communicating with its electors to gather information on any issue that is not currently "subject to a vote of the electors." "Subject to a vote of the electors," may reasonably be interpreted as any issue not currently (1) on an upcoming ballot; or, more conservatively, (2) the subject of an adopted or pending ordinance seeking to place the issue or referendum on an upcoming ballot.

Marshall Labadie, Town Manager  
Town of Highland Beach  
January 31, 2023  
Page 2

Therefore, based on a reasonable interpretation of the statute's language, the Town may consider the polling of its electors on issues not currently "subject to a vote of the electors." Please let me know if you have any questions.

Sincerely,



Glen J. Torcivia  
Town Attorney

Enclosure

c: Len Rubin

## The 2022 Florida Statutes (including Special Session A)

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[Title IX](#)

ELECTORS AND ELECTIONS

[Chapter 106](#)

CAMPAIGN FINANCING

[View Entire Chapter](#)

**106.113 Expenditures by local governments.—**

(1) As used in this section, the term:

(a) “Local government” means:

1. A county, municipality, school district, or other political subdivision in this state; and

2. Any department, agency, board, bureau, district, commission, authority, or similar body of a county, municipality, school district, or other political subdivision of this state.

(b) “Public funds” means all moneys under the jurisdiction or control of the local government.

(2) A local government or a person acting on behalf of local government may not expend or authorize the expenditure of, and a person or group may not accept, public funds for a political advertisement or any other communication sent to electors concerning an issue, referendum, or amendment, including any state question, that is subject to a vote of the electors. This subsection applies to a communication initiated by a local government or a person acting on behalf of a local government, irrespective of whether the communication is limited to factual information or advocates for the passage or defeat of an issue, referendum, or amendment. This subsection does not preclude a local government or a person acting on behalf of a local government from reporting on official actions of the local government’s governing body in an accurate, fair, and impartial manner; posting factual information on a government website or in printed materials; hosting and providing information at a public forum; providing factual information in response to an inquiry; or providing information as otherwise authorized or required by law.

(3) With the exception of the prohibitions specified in subsection (2), this section does not preclude an elected official of the local government from expressing an opinion on any issue at any time.

**History.**—s. 1, ch. 2009-125; s. 2, ch. 2022-56.

**File Attachments for Item:**

E. Consideration of Proposed Amendment No.5 to Tower Siting Lease Agreement between the Town of Highland Beach and Sprint/T-Mobile





# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

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**MEETING TYPE:** Town Commission Meeting

**MEETING DATE** August 1, 2023

**SUBMITTED BY:** Terisha Cuebas, Town Manager's Office

**SUBJECT:** Consideration of Proposed Amendment No.5 to Tower Siting Lease Agreement between the Town of Highland Beach and Sprint/T-Mobile

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## **SUMMARY:**

History: In 1998, the Town Commission, entered into a lease agreement with Sprint to allow the install of mobile antennas on the Elevated Water Storage Tank. The terms of the agreement included but were not limited to the Town receiving a monthly rent payment and 3% increase in rent each year as well as Sprint is responsible to pay the electricity fees associated with powering the equipment. The lease has been renewed multiple times, over the years, which included amendments to the original agreement to accommodate an increase in rental fees to the Town based on improvements and modifications to the equipment and included an extension on the term of the lease.

Sprint, which has now been acquired by T-Mobile, has expressed the interest in renewing the current lease with the below terms:

- Terms: Automatically extend the lease for 5 years, at the expiration of the current term, and successive five (5) year terms.
- Rent: Sprint shall pay the Town Four Thousand Seven Hundred Eighty-Three and 62/100 Dollars (\$4,783.62) per month as Rent.
  - The current rent is \$3,718.00/month
- Annual increase: The rent will escalate by 3% on December 14, 2024, and each anniversary thereafter.

It is important to note, the Town Manager's office successfully negotiated the rent price, as the original proposal from T-Mobile did not reflect an increase in rent. The negotiated price was based on the current rent agreements in place between T-Mobile and neighboring municipalities.

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## **FISCAL IMPACT:**

Revenue funds for current lease agreement are included in the FY 2023-2024 budget.

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## **ATTACHMENTS:**

**RECOMMENDATION:**

Commission discussion and/or approval.

## **AMENDMENT NO. 5 TO TOWER SITING LEASE AGREEMENT**

This Amendment No. 4 to Tower Siting Lease Agreement (the "**Fifth Amendment**") is effective as of the last signature below (the "**Effective Date**"), by and between the Town of Highland Beach, a Florida municipal corporation ("**Town**"), and SprintCom LLC (formerly a corporation), a Kansas limited liability company ("**Sprint**") (each a "**Party**", or collectively, the "**Parties**").

Town and Sprint (or their predecessors-in-interest) entered into that certain Tower Siting Lease Agreement dated December 14, 1998, including that certain First Amendment to Tower Siting Lease Agreement dated May 8, 2006, further amended by Amendment No. 2 to Tower Siting Lease Agreement dated March 5, 2013, and further amended by Amendment No. 3 to Tower Siting Lease Agreement dated September 6, 2016 (including all amendments, collectively, the "**Agreement**") regarding the leased premises ("**Premises**") located at 3614 South Ocean Blvd. Highland Beach, FL 33487(the "**Property**").

For good and valuable consideration, Town and Sprint agree as follows:

1. At the expiration of the Lease, the term of the Lease will automatically be extended for five (5) additional and successive five (5) year terms, each included as Renewal Term provided that Sprint may elect not to renew by providing Town at least thirty (30) days' notice prior to the expiration of the then current Renewal Term.
2. At the commencement of the first Renewal Term provided for in this Fifth Amendment, Sprint shall pay Town Four Thousand Seven Hundred Eighty Three and 62/100 Dollars (\$4,783.62) per month as Rent, partial calendar month to be prorated in advance, by the fifth (5<sup>th</sup>) day of each calendar month. Thereafter, notwithstanding anything to the contrary in the Lease, the Rent will escalate by 3% on December 14, 2024, and each anniversary thereafter. Where duplicate Rent would occur, a credit shall be taken by Sprint for any prepayment of duplicate Rent by Sprint.
3. Town consents to allow Sprint to complete upgrades and additions of the Antenna Facilities on the Premises for no additional consideration, in compliance with required permits.
4. Sprint may transmit and receive on any frequencies permitted by law.
5. If Town desires to redevelop, modify, remodel, alter the Property or make any improvements thereon ("**Redevelopment**") and both Parties agree that the Redevelopment necessitates relocation of Antenna Facilities, then: (i) Town may require Sprint to relocate Antenna Facilities once during the Term of the Lease; (ii) Town shall give Sprint not less than twenty-four (24) months' written notice prior to relocation; (iii) both Parties shall agree upon a suitable area for the relocation; (iv) all costs and expenses associated with or arising out of the relocation, including approval and permitting costs,

shall be paid by Town; (v) the relocation shall be performed exclusively by Sprint or its agents; (vi) the relocation shall not limit or interfere with Sprint's Antenna Facility of the Premises; (vii) the relocation shall not result in any interruption, impairment or alteration of the communications services or quality thereof provided from the Antenna Facilities; and (viii) if the Parties cannot agree upon a suitable area for relocation, then Sprint may terminate the Lease in its reasonable judgment upon written notice to Town, without penalty or further obligation.

6. Sprint shall have the right to assign, or otherwise transfer the Lease, upon Sprint 's delivery to Town of written notice of any assignment or transfer by Sprint. Sprint shall be relieved of all liabilities and obligations and Town shall look solely to the assignee, or transferee for performance under the Lease. Sprint shall have the right to sublease the Lease without the need for Town's consent.
7. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been delivered upon receipt or refusal to accept delivery, and are effective only when deposited into the U.S. certified mail, return receipt requested, or when sent via a nationally recognized courier to the addresses set forth below. Town or Sprint may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Sprint:

Sprint Property Services  
Sprint Site ID: MI13XC134  
Mailstop KSOPHD0101-Z2650  
6220 Sprint Parkway  
Overland Park, Kansas 66251-2650

If to Town:

Town of Highland Beach  
3614 South Ocean Blvd  
Town of Highland Beach, FL 33487

With a copy to:

Sprint Law Department  
Sprint Site ID: MI13XC134  
Attn.: Real Estate Attorney  
Mailstop KSOPHD0101-Z2020  
6220 Sprint Parkway  
Overland Park, Kansas 66251-2020

8. Sprint and Town will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property without additional payment or consideration.

9. Town will execute a Memorandum of Agreement at Sprint's request. If the Property is encumbered by a deed, mortgage or other security interest, Town will also execute a subordination, non-disturbance and attornment agreement.
10. Any charges payable under the Lease other than Rent shall be billed by Town to Sprint within twelve (12) months from the date in which the charges were incurred or due; otherwise, the same shall be deemed time-barred and be forever waived and released by Town.
11. Except as expressly set forth in this Fifth Amendment, the Lease otherwise is unmodified. To the extent any provision contained in this Fifth Amendment conflicts with the terms of the Lease, the terms and provisions of this Fifth Amendment shall control. Each reference in the Lease to itself shall be deemed also to refer to this Fifth Amendment.
12. This Fifth Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic, scanned, or facsimile copies of this this Fifth Amendment will legally bind the Parties to the same extent as originals.
13. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Fifth Amendment. Town represents and warrants to Sprint that the consent or approval of a third party has either been obtained or is not required with respect to the execution of Fifth Amendment. If Town is represented by any property manager, broker or any other leasing agent ("Agent"), then (a) Town is solely responsible for all commission, fees or other payment to Agent and (b) Town shall not impose any fees on Sprint to compensate or reimburse Town for the use of Agent, including any such commissions, fees or other payments arising from negotiating or entering into this Fifth Amendment or any future amendment.
14. This Fifth Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

IN WITNESS, the Parties execute this Fifth Amendment as of the Effective Date.

**Town:**

**Town of Highland Beach, a Florida municipal corporation**

**Sprint:**

**SprintCom LLC, a Kansas limited liability company**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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