TOWN OF HIGHLAND BEACH
TOWN COMMISSION MEETING
AGENDA

Tuesday, October 20, 2026 AT 1:30 PM

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

Town Commission

Natasha Moore	**Mayor**
David Stern	**Vice Mayor**
Donald Peters	**Commissioner**
Judith M. Goldberg	**Commissioner**
Jason Chudnofsky	**Commissioner**
Marshall Labadie	**Town Manager**
Lanelda Gaskins	**Town Clerk**
Leonard G. Rubin	**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. State Legislative Updates by State Representative Peggy Gossett-Seidman, District 91

6. **PUBLIC COMMENTS**

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

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

A. Ordinance No. 2026-003 (Second Reading/Public Hearing)

An Ordinance of the Town Commission of the Town of Highland Beach, Florida, consolidating and updating the Town's regulations for the Protection of the Ocean Ridge; amending Article V, "Seawalls; Bulkheads; Retaining Walls, of Chapter 6, “Buildings and Structures," of the Town Code of Ordinances by amending Section 6-127, “Construction," to remove conflicting regulations; amending Article V, "Natural Resources," of Chapter 30, “Zoning Code," of the Town Code of Ordinances by amending Section 30-83, “Bulkheads, Seawalls, and Groins," to clarify and update the regulations applicable to all construction activities east of State Road A1A; providing for the repeal of all ordinances in conflict; providing for severability and codification; and providing for an effective date (First Reading was August 11, 2026.)

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

A. Approval of Meeting Minutes

September 01, 2026 Town Commission Meeting

September 10, 2026 Town Commission Special / First Public Hearing Budget Meeting

September 24, 2026 Town Commission Special / Second Public Hearing Budget Meeting

B. Approve and authorize Town staff to purchase a Ferno Power X2 Powered Ambulance Stretcher and Loading System for the Fire Rescue Department in the amount of $58,144.80, pursuant to the League of Oregon Cities Master Price Agreement, Contract No. PS25820.

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

A. Continued discussion on a Proposed Ordinance regulating Sidewalks and Multi-Use Pathways (Prohibition Against Electric Bicycles, Electric Scooters, and Other Micromobility Devices).

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

A. Discussion of Proposed Ordinance Modification regarding Maximum Building Height.

B. Approve and authorize the Mayor to execute the Florida Inland Navigation District (FIND) Waterways Assistance Grant Program Project Agreement (Project No. PB-HB-26-242) to provide funding for Phase 2 construction of the Highland Beach Police Department Safety Dock Project.

11. TOWN COMMISSION COMMENTS

Commissioner Jason Chudnofsky

Commissioner Judith M. Goldberg

Commissioner Donald Peters

Vice Mayor David Stern

Mayor Natasha Moore

12. TOWN ATTORNEY'S REPORT

13. TOWN MANAGER'S REPORT

14. ANNOUNCEMENTS

Board Vacancies

Code Enforcement Board	One (1) vacancy for a three-year term
Financial Advisory Board	One (1) vacancy for a three-year term
Natural Resources Preservation Advisory Board	One (1) Vacancy for an unexpired term ending April 2027
Planning Board	One (1) vacancy for a three year term

Meetings and Events

November 03, 2026		Town Administrative Offices Closed - General Election Day
November 04, 2026	11:00 A.M.	Natural Resources Preservation Advisory Board Regular Meeting

November 05, 2026 1:30 P.M. Town Commission Meeting

Board Action Report

None.

15. ADJOURNMENT

NOTICE: If a person decides to appeal any decision made by the Town Commission with respect to any matter considered at this meeting, you will need a record of the proceedings, and you may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (The above notice is required by State Law. Anyone desiring a verbatim transcript shall have the responsibility, at his own cost, to arrange for the transcript).

Pursuant to the provision of the Americans with Disabilities Act, any person requesting special accommodations to participate in these meetings, because of a disability or physical impairment, should contact the Town at 561-278-4548 at least five calendar days prior to the Hearing.

File Attachments for Item:

A. Ordinance No. 2026-003 (Second Reading/Public Hearing)

An Ordinance of the Town Commission of the Town of Highland Beach, Florida, consolidating and updating the Town's regulations for the Protection of the Ocean Ridge; amending Article V, "Seawalls; Bulkheads; Retaining Walls, of Chapter 6, “Buildings and Structures," of the Town Code of Ordinances by amending Section 6-127, “Construction," to remove conflicting regulations; amending Article V, "Natural Resources," of Chapter 30, “Zoning Code," of the Town Code of Ordinances by amending Section 30-83, “Bulkheads, Seawalls, and Groins," to clarify and update the regulations applicable to all construction activities east of State Road A1A; providing for the repeal of all ordinances in conflict; providing for severability and codification; and providing for an effective date (First Reading was August 11, 2026.)

TOWN OF HIGHLAND BEACH
AGENDA MEMORANDUM

MEETING TYPE: Commission Meeting

MEETING DATE *10/20/2026*

SUBMITTED BY: Jeff Remas, CBO, Building Department

SUBJECT: **AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, CONSOLIDATING AND UPDATING THE TOWN'S REGULATIONS FOR THE PROTECTION OF THE OCEAN RIDGE; AMENDING ARTICLE V, "SEAWALLS; BULKHEADS; RETAINING WALLS," OF CHAPTER 6, "BUILDINGS AND STRUCTURES," OF THE TOWN CODE OF ORDINANCES BY AMENDING SECTION 6-127, "CONSTRUCTION," TO REMOVE CONFLICTING REGULATIONS; AMENDING ARTICLE V, "NATURAL RESOURCES," OF CHAPTER 30, "ZONING CODE," OF THE TOWN CODE OF ORDINANCES BY AMENDING SECTION 30-83, "BULKHEADS, SEAWALLS, AND GROINS," TO CLARIFY AND UPDATE THE REGULATIONS APPLICABLE TO ALL CONSTRUCTION ACTIVITIES EAST OF STATE ROAD A1A; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

SUMMARY:

Section 6-127(d) of Chapter 6 of the Town Code contains ocean ridge construction standards that render certain oceanfront lots east of State Road A1A unbuildable due to a prohibition against construction east of the Coastal Construction Control Line (CCCL) and a mandatory seawall prerequisite that is inconsistent with current Florida Department of Environmental Protection (FDEP) permitting policy. Section 6-127(d)(12) contains a supersession clause that overrides Section 30-83 of Chapter 30, which recognizes FDEP's authority over coastal construction east of the CCCL. The proposed ordinance was referred to the Planning Board, which reviewed the matter at a duly noticed public hearing held on June 16, 2026 and recommended adoption. The ordinance makes the following changes:

- Removes the conflicting ocean ridge construction standards from Section 6-127(d), including the 120-foot protection zone, the 18-foot above mean sea level minimum elevation requirement, the mandatory seawall prerequisite, and the supersession clause. Beach cleaning vehicle regulations are retained and re-lettered as subsection (e). A cross-reference directs the reader to Section 30-83(d) of Chapter 30 as the governing standard for ocean ridge construction.

- Amends Section 30-83 of Chapter 30 to establish FDEP CCCL permit approval as the governing standard for removal of materials from the ocean ridge and for construction east of A1A. A seawall permit is required only where the FDEP CCCL permit specifically requires one. Where the FDEP CCCL permit does not require a seawall, no seawall permit shall be required as a condition for the removal of such materials.

- Adds new Section 30-83(f) establishing the lowest floor of all buildings or structures (**see note below**).

- Adds new Section 30-83(g) clarifying that basements are permitted subject to the Florida Building Code and the Town's floodplain regulations.

- Retains Section 30-83(h) requiring that a temporary barrier be erected before lot clearing commences as required by FDEP.

- Adds language to Section 30-83(e) establishing that a valid FDEP CCCL permit constitutes sufficient basis for approval under the exception provision, subject to applicable zoning requirements.

Note: At its September 1, 2026 meeting, the Town Commission continued the second reading of the Ordinance and directed Staff to revert back to the Planning Board's recommended language regarding lowest floor, as originally presented on first reading. In accordance with the Commission's direction, the language of Section 30-83(f) has been amended to read as follows:

> *Lowest floor*. The lowest floor of all buildings or structures shall comply with all applicable Florida Building Code requirements and the town's floodplain regulations.

The revised language is highlighted in the Proposed Ordinance.

FISCAL IMPACT:

No direct fiscal impact

ATTACHMENTS:

Proposed Ordinance

RECOMMENDATION:

Staff recommends consideration by the Town Commission on second and final reading.

TOWN OF HIGHLAND BEACH
ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, CONSOLIDATING AND UPDATING THE TOWN'S REGULATIONS FOR THE PROTECTION OF THE OCEAN RIDGE; AMENDING ARTICLE V, "SEAWALLS; BULKHEADS; RETAINING WALLS," OF CHAPTER 6, "BUILDINGS AND STRUCTURES," OF THE TOWN CODE OF ORDINANCES BY AMENDING SECTION 6-127, "CONSTRUCTION," TO REMOVE CONFLICTING REGULATIONS; AMENDING ARTICLE V, "NATURAL RESOURCES," OF CHAPTER 30, "ZONING CODE," OF THE TOWN CODE OF ORDINANCES BY AMENDING SECTION 30-83, "BULKHEADS, SEAWALLS, AND GROINS," TO CLARIFY AND UPDATE THE REGULATIONS APPLICABLE TO ALL CONSTRUCTION ACTIVITIES EAST OF STATE ROAD A1A; 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, is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, Section 6-127 of the Town Code of Ordinances contains regulations that render certain lots within the Town unbuildable due to a prohibition against construction east of the Coastal Construction Control Line (CCCL) when such construction is regulated by the Florida Department of Environmental Protection (FDEP) and a seawall requirement that is consistent with FDEP rules and permitting standards; and

WHEREAS, as currently drafted, Section 6-127 of the Town Code supersedes all conflicting regulations, including the Zoning Code regulations enacted for the protection of the ocean ridge as set forth in Section 30-83 of the Town Code, which recognize FDEP's authority regarding the CCCL; and

WHEREAS, at the recommendation of Town Staff, the Town Commission wishes to repeal the portions of Section 6-127 addressing the protection of the ocean ridge and revise Section 30-83 to update the existing regulations to ensure compliance with both FDEP rules and regulations and the

applicable floodplain regulations and ensure that any such construction activities address changes in elevation relative to adjacent properties; and

WHEREAS, the Town Commission determines that the revisions to Section 30-83 of the Town Code of Ordinances are neither more restrictive nor more burdensome than the Town's existing land development regulations and are consistent with the Town's comprehensive plan; and

WHEREAS, the Town Commission determines that the adoption of this Ordinance benefits the health, safety, and welfare of the residents and taxpayers 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 amends Article V, "Seawalls; Bulkheads; Retaining Walls," of Chapter 6, "Buildings and Structures," by amending Section 6-127 read as follows (additional language underlined and deleted language ~~stricken through~~):

Sec. 6-127. Construction.

(a) *Generally.* Whenever any property owner, including persons, firms, partnerships, corporations or combinations thereof who has legal or equitable title in and to real property situated within the town abutting or adjacent to any natural or artificial canal, stream or other body of water desires to construct and/or erect seawalls, bulkheads, retaining walls, revetments, rubble mound structures, groins or other aggregate materials, the town manager shall, after receiving the application, notify the planning board. The petitioner shall submit plans to the building department. The planning board shall review the application as a special exception, and shall either approve, approve with conditions, or deny the application.

(b) *Location on Intracoastal Waterway.* The bulkhead line along all shores of the Intracoastal Waterway within the town shall be coincident with the right-of-way lines established for the Intracoastal Waterway, now of record in Plat Book 17, of the county records, except in locations where existing walls or bulkheads are located landward of such lines. In the latter case, the existing bulkheads shall be deemed to be the bulkhead line or the extension thereof up to but not beyond the right-of-way line of the Intracoastal Waterway in such manner as to produce the

greater advantage to the lands affected; provided, however, that in relating height planes to bulkhead lines, the right-of-way line of the Intracoastal Waterway shall determine.

(c) *Approval required for groins and breakwaters.* In addition to the requirements for a special exception, no groin, breakwater or other similar obstruction shall be erected or constructed in the waters of the Atlantic Ocean unless approved by the planning board as being consistent with the peace, health, safety and welfare of the town, its inhabitants, and the owners of property abutting on the Atlantic Ocean, and with the approval of all federal, state and county agencies with jurisdiction over such construction activities.

(d) *Protection of ocean ridge.* Regulations for the protection of the ocean ridge are set forth in section 30-83(d) of this code.

~~(1) No quantity of soil, sand or rock shall for any purpose be removed or moved from the natural ocean ridge within one hundred twenty (120) feet of the easterly survey line or the vegetation line (as established in subsection (d)(3) below), whichever lies the furthest west, in such manner or extent as to result in the lowering of the elevation of any portion of an east-to-west profile of such ocean ridge below elevation plus eighteen (+18.00) feet above mean sea level except for the purposes of constructing a seawall with elevation of not less than sixteen (16) feet or a swimming pool with deck elevation of not less than plus eighteen (+18.00) feet above mean sea level. Such seawall or swimming pool shall be constructed a minimum of fifty (50) feet west of the easterly survey line or the vegetation line, whichever lies the furthest west.~~

~~(2) The exterior wall of any structure aboveground shall be constructed not less than fifty (50) feet west of the easterly survey line or the vegetation line, whichever line lies the furthest west. The foundations of such structures shall not be commenced until the contemplated seawall has been completed east of the proposed structure and approved by the building official. When such seawall has been completed, sand, soil and rock can be moved and removed below elevation plus eighteen (+18.00) feet above mean sea level; however, as a prerequisite to the issuance of a~~

~~certificate of occupancy for a structure located on a plot where excavation has been accomplished below elevation plus eighteen (+18.00) feet above mean sea level and east of State Road A1A, the final grade must be restored in the area of the ridge to a minimum of plus eighteen (+18.00) feet above mean sea level.~~

~~(3) The vegetation line referred to in this article shall be determined by visual inspection and set by the town engineer or other duly authorized individual at the time site or building plans are presented for preliminary or final approval, and such line shall be the eastward edge of a sustained, living and continuous beach vegetation line running in a straight line and approximately parallel to the easterly survey line.~~

~~(4) There shall be no removal of any soil, sand, rock or vegetation from any lot east of State Road A1A, except:~~

~~a. A permit shall have been issued for construction of a reinforced concrete seawall with a finished elevation of sixteen (16) feet above mean sea level.~~

~~b. This permit shall require drawings by an engineer licensed by the state and approved by the town engineer.~~

~~c. This permit shall be issued only upon a concurrent building permit for a permanent building west of the wall having been approved.~~

~~d. The wall shall be located at least fifty (50) feet west of the easterly survey line or the vegetation line, whichever lies furthest west along the entire width of the property.~~

~~e. In addition, no building permit for either a seawall or a building to be built on the ocean ridge between State Road A1A and the ocean shall be issued until the plans for such construction have been approved by the appropriate agencies of both the state and county.~~

~~f. When a seawall or any structure is to be erected, sheet piling must be driven to maintain the dune and the protective vegetation. Erection of the seawall must be to the west of the sheet piling.~~

~~(5) The foundation of the building shall not be commenced until the seawall has been completed and no part of the completed building shall extend above or easterly of the seawall.~~

~~(6) The ground floor (containing apartments and/or public living areas) of all buildings and the final grade between buildings and between a building and the side property line shall in no case be less than eighteen (18) feet, and if the elevation of adjoining properties is higher than eighteen (18) feet the final grade shall be sloped up to such level or an adequately strong wall constructed to retain the higher grade of the adjoining property.~~

~~(7) Where alignment of existing seawalls or structures makes it impractical to comply with the setback established by chapter 30 of this Code, the planning board, may authorize an adjustment of the wall to meet existing conditions, but in no event shall any part of the building extend east of the state coastal construction control line.~~

~~(8) Basements for structures will be permitted west of the seawall as part of a structure for which seawall and building permits shall have been issued.~~

~~(9) In the event of the construction of a building on the top of the ridge without first having erected a seawall, basements will be permitted only if they are at least one hundred twenty (120) feet west of the easterly survey line or vegetation line, whichever lies furthest west. The structure may follow the slope of the dune, but no excavating shall be permitted below eighteen (18) feet above mean sea level within one hundred twenty (120) feet west of the easterly survey line, or the vegetation line, whichever lies furthest west.~~

~~(10) None or any of the above work shall be done or any permit for a seawall be issued without prior approval of the planning board.~~

(~~11~~ e) *Beach cleaning vehicles*. Beach cleaning vehicles shall be allowed on the beaches between low tide and mean high water vegetation line (littoral zone). Such vehicles shall be allowed west of the littoral zone only upon written consent of the owners. The written consent shall be on file in the town hall and a copy retained by the driver of the vehicle. Except for beach cleaning vehicles, no motorized or trailer equipment of any kind shall be permitted to operate on the beach east of a seawall in place or under construction without town commission

approval. In an emergency threatening life or property, the town manager or designee may give immediate approval for the use of emergency vehicles on the beach, to be followed up by other appropriate approvals within five (5) business days.

~~(12) The terms and conditions of subsection (d), where in conflict with the provisions of any other chapter of this Code, shall take precedence.~~

Section 3. The Town Commission hereby amends Article V, "Natural Resources," of Chapter 30, "Zoning," by amending Section 30-83 to read as follows (additional language is underlined and deleted language ~~stricken through~~):

Sec. 30-83. - Bulkheads, seawalls, and groins.

(a) *Compliance.* All bulkheads, seawalls, groins, and similar structures shall comply with the requirements of this section.

(b) *Establishment of bulkhead line along the Intracoastal Waterway.* The bulkhead line along all shores of the Intracoastal Waterway within the town shall be coincident with the right-of-way lines established for the Intracoastal Waterway, as provided in Plat Book 17, Palm Beach County Records, except in locations where existing walls or bulkheads are located landward of said lines. In the latter case, the existing bulkheads shall be deemed to be the bulkhead line, or the extension thereof, up to but not beyond the right-of-way line of the Intracoastal Waterway in such manner as to produce the greatest advantage to the lands affected.

(c) *Approval required.* Bulkheads, seawalls, retaining walls, groins, breakwaters, and similar structures shall obtain approval as provided in this section.

(1) *Non-Atlantic Ocean.* A bulkhead, seawall, or retaining wall shall not be constructed in any water, canal, or lake, or on land abutting thereon, unless the following approvals, as applicable, have been obtained:

a. U.S. Army Corps of Engineers;

b. Florida Department of Environmental Protection;

c. Palm Beach County; and

d. other agencies as may be required.

(2) *Atlantic Ocean Improvements.* A groin, breakwater, or other similar improvement shall not be constructed in the waters of the Atlantic Ocean unless the following approvals, as applicable, have been obtained:

a. Town commission;

b. U.S. Army Corps of Engineers;

c. Florida Department of Environmental Protection;

d. Palm Beach County; and

e. Other agencies as may be required.

(d) *Protection of Ocean Ridge.* There shall be no removal of any soil, sand, rock, vegetation, or other related elements from any lot east of SR A1A except as provided below:

(1) *FDEP approval.* Approval for the removal of such materials has been approved by the Florida Department of Environmental Protection ("FDEP") through the issuance of a Coastal Construction Control Line ("CCCL") permit pursuant to Chapter 161, Florida Statutes. ~~*Town approval.* Approval for the removal, as part of a seawall, retaining wall, or similar structure has been granted by the town.~~

(2) *Other approvals.* Approval for the removal of such materials has been obtained, as ~~applicable~~ required, from ~~the Department of Environmental Protection,~~ Palm Beach County, and other applicable federal, state, or local agencies.

(3) *Removal requirements.* The removal shall occur only in conjunction with the following:

a. A town building permit for permanent construction in the coastal area included within the coastal construction control line; and

b. ~~A building permit for construction of a reinforced concrete seawall with a finish elevation consistent with applicable state requirements~~ A town building permit and planning board approval for the construction of a seawall where a seawall is required by the FDEP CCCL permit and the seawall complies with the conditions of such permit. Where the FDEP CCCL

permit does not require a seawall, no seawall permit shall be required as a condition for the removal of such materials.

(4) *Construction limits.* ~~Construction shall not extend above or easterly of the seawall~~ Where a seawall has been permitted and constructed, no part of any building or structure shall extend above or easterly of the seawall. Where FDEP has authorized construction without a seawall, the eastern construction limit shall be as established by the FDEP CCCL permit.

(5) *Disturbance.* If the dune or coastal ridge is disturbed during construction, the final grade between a building and the side property line shall be restored to the natural elevation of adjoining properties. ~~However, the minimum elevation of the final grade shall be not less than eighteen (18) feet above mean sea level. In the event that the adjoining property is lower, some type of retaining construction shall be erected so as to prevent erosion and to keep surface runoff water within the property.~~

(e) *Exception.* Where alignment of existing seawalls or structures makes it impractical to comply with the provisions of this section, the town commission on advice from the planning board, may authorize an adjustment of the wall to meet existing conditions, However, construction shall be consistent with coastal construction requirements established by the Department of Environmental Protection. A valid FDEP CCCL permit shall constitute a sufficient basis for approval under this section, subject to all applicable zoning requirements of this chapter.

(f) *Lowest floor*. The lowest floor of all buildings or structures shall comply with all applicable Florida Building Code requirements and the town's floodplain regulations.

(~~f~~ g) *Basements.* Basements shall be permitted subject to ~~the requirements of this section~~ to all applicable Florida Building Code requirements and the town's floodplain regulations.

(~~g~~ h) *Temporary barriers.* Before lot clearing can commence, a temporary barrier, such as a fence, shall be erected as required by the Department of Environmental Protection to preserve the integrity of the dune.

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. Sections 2 and 3 of the Ordinance shall be made a part of the Town Code of Ordinances and may be re-numbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section," "division," or any other appropriate word.

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

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

Mayor Natasha Moore	____
Vice Mayor David Stern	____
Commissioner Judith Goldberg	____
Commissioner Don Peters	____
Commissioner Jason Chudnofsky	____

PASSED on first reading at the Regular Commission meeting held on this _____ day of _____, 2026.

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

Mayor Natasha Moore	____
Vice Mayor David Stern	____
Commissioner Judith Goldberg	____
Commissioner Don Peters	____
Commissioner Jason Chudnofsky	____

PASSED AND ADOPTED on second and final reading at the Regular Commission meeting held on this _____ day of _____, 2026.

_____
Natasha Moore, Mayor

ATTEST:

REVIEWED FOR LEGAL SUFFICIENCY

_____ _____

Lanelda Gaskins, MMC
Town Clerk

Leonard G. Rubin, Town Attorney
Town of Highland Beach

Affidavit of Legal Notice submission and publication

Highland Beach Legal Notice

Submission Time: **10/10/2026 1:32 PM (EDT)**

Please find a PDF of your submission details attached to this email.

The attachments included in your submission are listed below. This Legal Notice along with the attachments is now published on the web portal.

- Ord No. 2026-003 Highland Beach Legal Notice 10.20.26.docx
- signature.png

Signature of Affiant Donald Gaskins 10/15/26

Signature of Notary Public Jaclyn DeHart

Notary Stamp

JACLYN DEHART
Commission # HH 325292
Expires October 24, 2026

Highland Beach Legal Notice Submission

Highland Beach Legal Notice

10/10/2026 1:32 PM (EDT)

Submitted by Lanelda Gaskins (lgaskins@highlandbeach.us)

Legal Notice

Please choose a category	Public Notice - Highland Beach
Title	October 20, 2026, Town Commission Meeting - Ordinance No. 2026-003 (Second Reading/Public Hearing)
Publish Date	10/09/2026
Publish Time	6:07 PM (EDT)
Description	An ordinance of the Town Commission of the Town of Highland Beach, Florida, consolidating and updating the Town's regulations for the protection of the ocean ridge; amending Article V, "Seawalls; Bulkheads; Retaining Walls," of Chapter 6, "Buildings and Structures," of the Town Code of Ordinances by amending Section 6-127, "Construction," to remove conflicting regulations; amending Article V, "Natural Resources," of Chapter 30, "Zoning Code," of the Town Code of Ordinances by amending Section 30-83, "Bulkheads, Seawalls, and Groins," to clarify and update the regulations applicable to all construction activities east of State Road A1A; providing for the repeal of all ordinances in conflict; providing for severability and codification; and providing for an effective date.
Attach Files (Optional)	Ord No. 2026-003 Highland Beach Legal Notice 10.20.26.docx
Submitted by (Email Address)	lgaskins@highlandbeach.us
Notifications	No
Signature	

TOWN OF HIGHLAND BEACH
NOTICE OF PUBLIC HEARING

NOTICE IS HERBY GIVEN that the Town Commission of the Town of Highland Beach, Florida will hold a public hearing on the following proposed ordinance at a **Regular Meeting on Tuesday, October 20, 2026, at 1:30 p.m.**, or soon thereafter, at which time they will consider its adoption. The Meeting will be held in the Town Hall Commission Chambers located at 3614 South Ocean Boulevard, Highland Beach, Florida. All interested citizens are invited to participate in the meeting and be heard on Tuesday, September 01, 2026, with respect to the ordinance.

Ordinance No. 2026-003

An ordinance of the Town Commission of the Town of Highland Beach, Florida, consolidating and updating the Town's regulations for the protection of the ocean ridge; amending Article V, "Seawalls; Bulkheads; Retaining Walls," of Chapter 6, "Buildings and Structures," of the Town Code of Ordinances by amending Section 6-127, "Construction," to remove conflicting regulations; amending Article V, "Natural Resources," of Chapter 30, "Zoning Code," of the Town Code of Ordinances by amending Section 30-83, "Bulkheads, Seawalls, and Groins," to clarify and update the regulations applicable to all construction activities east of State Road A1A; providing for the repeal of all ordinances in conflict; providing for severability and codification; and providing for an effective date.

Information on the ordinance may be obtained by emailing the Town Clerk's Office at townclerk@highlandbeach.us. Additionally, a copy of the ordinance will be available on the on the Town's webpage at https://highlandbeach-fl.municodemeetings.com/ no later than Friday, August 28, 2026.

NOTICE: If a person decides to appeal any decision made by the Town Commission with respect to any matter considered at this meeting must ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based. This NOTICE is required by State Law.

In accordance with the Americans with Disabilities Act and section 286.26, Florida Statutes, persons requiring special accommodations to participate in this meeting should contact the Town Clerk's Office at townclerk@highlandbeach.us at least 48 hours prior to the meeting. Individuals who are hearing or speech impaired may contact the Florida Relay Service at 1-800-955-8770 (TDD) or 1-800-955-8771 (voice). at 1-800-955-8770 or 1-800-955-8771.

Lanelda Gaskins, MMC, Town Clerk

File Attachments for Item:

A. Approval of Meeting Minutes

September 01, 2026 Town Commission Meeting

September 10, 2026 Town Commission Special / First Public Hearing Budget Meeting

September 24, 2026 Town Commission Special / Second Public Hearing Budget Meeting

DRAFT

TOWN OF HIGHLAND BEACH
TOWN COMMISSION MEETING MINUTES

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

Date: September 01, 2026
Time: 1:30 PM

1. CALL TO ORDER

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

2. ROLL CALL

Commissioner Jason Chudnofsky
Commissioner Judith Goldberg
Vice Mayor David Stern
Mayor Natasha Moore
Town Manager Marshall Labadie
Town Attorney Leonard Rubin
Town Clerk Lanelda Gaskins

ABSENT
Commissioner Donald Peters

3. PLEDGE OF ALLEGIANCE

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

4. APPROVAL OF THE AGENDA

There were no changes to the agenda.

MOTION: Goldberg/Stern - A motion was made and seconded to approve the agenda as presented. The motion passed unanimously, 5 to 0.

5. PRESENTATIONS / PROCLAMATIONS

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

School Board Member Erica Whitfield delivered the annual State of Education report, noting this would be her final presentation as she is concluding her term on the School Board in November and transitioning to a newly elected position on the Palm Beach County Boad of Commission, effective November 17, 2026. During her report she highlighted the district performance, enrollment decline,

local schools serving the Highland Beach area, the upcoming referendum related to the Proposed Constitutional Amendment 3 and its potential impact on Palm Beach County School Board.

Commissioner Goldberg raised questions regarding the potential fiscal impact of Amendment 3, the proposed state constitutional property tax change, on school funding. Ms. Whitfield acknowledged that the amendment would have a negative impact on the District regardless of provisions intended to protect school funding, noting that state per-pupil funding of approximately $9,000—which ranks Florida 46th in the nation—already constrains operations. She explained that 80 percent of the District's budget is staffing, meaning any funding reductions necessarily translates to personnel cuts affecting student services, ESE supports, guidance counseling, and college preparation resources. She expressed concern that the amendment would limit local government financial flexibility and shift burdens to other revenue sources.

Mayor Moore and Commissioners thanked Ms. Whitfield for her years of service and her consistent engagement with the Highland Beach community. The Mayor noted that many families in the community have directly benefited from the public school system and expressed hope that funding for critical programs would be sustained.

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

The following individuals provided public comments:

Mr. Dana Hurst

Mr. Timothy Ruotolo

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

A. Ordinance No. 2026-003 (Second Reading/Public Hearing)

An Ordinance of the Town Commission of the Town of Highland Beach, Florida, consolidating and updating the Town's regulations for the protection of the ocean ridge; amending Article V, "Seawalls; Bulkheads; Retaining Walls," of Chapter 6, "Buildings and Structures," of the Town Code of Ordinances by amending Section 6-127, "Construction," to remove conflicting regulations; amending Article V, "Natural Resources," of Chapter 30, "Zoning Code," of the Town Code of Ordinances by amending Section 30-83, "Bulkheads, Seawalls, and Groins," to clarify and update the regulations applicable to all construction activities east of State Road A1A; providing for the repeal of all ordinances in conflict; providing for severability and codification; and providing for an effective date (First Reading was August 11, 2026.)

Mayor Moore read the title of Ordinance No. 2026-003 followed by Town Manager Labadie presentation.

Town Manager Labadie provided a detailed overview of the ordinance's history and the concerns that had emerged since the first reading on August 11, 2026. The ordinance originated approximately six months prior, when staff identified archaic language in the Town's seawall ordinance that effectively prohibited all construction east of the Coastal Construction Control Line (CCCL) — a prohibition that, for much of the Town, meant no new construction east of State Road A1A. To correct this, staff worked with the Planning Board to revise the relevant provisions of Chapter 6 and the Zoning Code to remove the prohibition and instead defer to Department of Environmental Protection (DEP) permitting, consistent with state law, subject to Planning Board review.

At first reading, the Commission reinserted a "lowest living floor" provision that the Planning Board had deliberately recommended removing. This reinsertion subsequently generated community concern, as residents and professionals began linking the lowest living floor language to a broader, unresolved policy discussion about the construction of breakaway walls and garage-level spaces within the dune complex—a separate and more complex issue that the Commission had not yet formally addressed. The result was widespread emails and communications from residents requesting postponement of the entire ordinance.

Discussion ensued regarding this matter. The Town Commission noted that the lowest living floor requirement is already embedded in existing regulations through the Florida Building Code and the Town's floodplain ordinance, and that the original intent of including it was to provide clarity to applicants so they would not encounter the requirement unexpectedly during the permitting process. Town Commission further emphasized that the ordinance as a whole was principally a corrective measure to align the Town's code with prevailing state and federal law and expressed that the practical buildability of oceanfront lots depends on resolving the CCCL prohibition without delay.

Town Attorney Rubin provided comments regarding this matter. He confirmed that making any provision more restrictive would not be permissible under Senate Bill 180 until its sunset.

Mayor Moore opened public comments, and the following individuals provided comments:

Mr. Timothy Ruotolo

Mr. Randall Stauff of Stauff Architectural Group, Delray Beach

Mr. George Hegidges of Structural Systems, Inc., Deerfield Beach

Ms. Jennifer Chapkin, an attorney

There being no further public comments, Mayor Moore closed public comments.

Following public comments and Town Commission discussion, the consensus was to continue the second reading to the October 20, 2026 regular meeting, with the version presented at that time to reflect the Planning Board's original recommendation—removing the expanded lowest living floor language and restoring the simpler reference to the Florida Building Code and Town floodplain regulations. Town Commission directed Town Manager Labadie to issue comprehensive communication to all oceanfront property owners prior to the October 20 meeting, explaining the purpose and scope of the ordinance. Mayor Moore also requested that Town Attorney Rubin prepare a written legal opinion confirming that the ordinance, as revised, solely corrects the CCCL buildability issue and does not impose any new restrictions on property development. The discussion of breakaway walls, dune construction practices, and related policy questions was acknowledged as a legitimate future topic to be addressed through a separate, deliberate process.

MOTION: Goldberg/Stern - A motion was made and seconded to continue the Second Reading/Public Hearing to the October 20, 2026 Town Commission meeting with the inclusion of the Planning Board recommendations. Upon Roll Call: Commissioner Goldberg (Yes); Mayor Moore (Yes); Commissioner Chudnofsky (Yes); and Vice Mayor Stern (Yes). The motion passed on a 4 to 0 vote.

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

A. Approval of Meeting Minutes

August 11, 2026 Town Commission Meeting Minutes

B. Resolution No. 2026-012

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

Todd Weiss (Reappointment)

MOTION: Goldberg/Stern - A motion was made and seconded to approve the Consent Agenda. The motion passed unanimously, 4-0.

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

A. Continued discussion of a Proposed Ordinance regarding regulation of e-bikes within the Town, specifically along the State Road A1A shared use path.

Town Manager Labadie reported following directions from the Town Commission at prior meetings, and staff contacted the Florida Department of Transportation (FDOT). FDOT confirmed it has no objection to the Town developing, implementing, and enforcing a motorized vehicle use ordinance on the shared use pathway, provided that sign permits are obtained for any posted signage. This cleared the primary regulatory hurdle the Commission had been monitoring.

The Town Commission discussed the goals of the proposed ordinance. They emphasized that the primary motivation is public safety, particularly for the Town's older population of pedestrians, dog walkers, and families using the shared path during season. The core policy direction that emerged from the discussion was a prohibition on all motorized vehicles—including e-bikes and scooters—on the Town's sidewalks and shared use pathway, with explicit exceptions for motorized wheelchairs and other mobility devices.

Town Attorney Rubin noted that the Town cannot meaningfully restrict conventional bicycles from the shared path under state statute, as bicycles are generally permitted wherever pedestrians may travel. However, the Town has clear authority to prohibit motorized vehicles. The County's recently adopted e-bike ordinance, which includes speed restrictions and a minimum age of 15 for e-bike operation, was referenced as one model. The Town Commission conveyed a preference for a simpler, more enforceable approach focused on the motorized versus non-motorized distinction rather than speed thresholds.

Police Chief Hartman was present and addressed the Town Commission regarding enforcement. He noted that the most acute e-bike-related concerns among other Palm Beach County communities tend to occur near schools and parks and confirmed that the Town's police department would work with whatever framework the Town Commission establishes, utilizing code enforcement citation procedures under the Town's existing fine schedule. Enforcement would be conducted primarily by officers on patrol, supported by signage.

The Town Commission directed staff to prepare a draft ordinance for a first reading in November 2026, allowing time for advance community communications through the Town's email blast system, the manager's monthly newsletter, the Coastal Star, and direct outreach to condominium managers and neighboring municipalities (Delray Beach and Boca Raton) and the Boca/Delray/Highland Beach regional cooperative (BCA). Implementation following any adopted ordinance would include a period of approximately 45 days to allow for sign installation and public education. Mayor Moore recognized Vice Mayor Stern for his sustained advocacy on this public safety issue.

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

A. Consider a request to reschedule October 6, 2026 Town Commission Meeting to October 20, 2026 at 1:30 P.M.

MOTION: Goldberg/Moore - A motion was made and seconded to reschedule the October 6 meeting to October 20, 2026. The motion passed unanimously, 4 - 0.

Commissioner Goldberg also requested that the December 1, 2026 regular meeting be considered for rescheduling to December 8, 2026 due to a scheduling conflict. The Town Commission agreed to place this item on the agenda for the September 10, 2026 special meeting.

11. TOWN COMMISSION COMMENTS

Commissioner Jason Chudnofsky had no additional comments.

Commissioner Judith M. Goldberg reported that the Palm Beach County League of Cities, a nonpartisan organization representing all 39 Palm Beach County municipalities, has issued a public statement opposing Amendment 3, the proposed state constitutional property tax change. The League's position is that the amendment fails to provide a dedicated state funding source to replace lost local revenue, limits local governments' financial flexibility, and effectively shifts the financial burden to renters, businesses, and alternative tax sources, potentially compromising resident services, public safety, and infrastructure.

Vice Mayor David Stern had no additional comments.

Mayor Natasha Moore had no additional comments.

12. TOWN ATTORNEY'S REPORT

Town Attorney Rubin had no comments.

13. TOWN MANAGER'S REPORT

Town Manager Labadie had no additional report but requested that the Town Commission remain for a closed session following adjournment.

14. ANNOUNCEMENTS

Mayor Moore read the announcement as follows:

Board Vacancies

Code Enforcement Board	One (1) vacancy for a three-year term

Financial Advisory Board	One (1) vacancy for a three-year term
Natural Resources Preservation Advisory Board	One (1) Vacancy for an unexpired term ending April 2027
Planning Board	One (1) vacancy for a three year term

Meetings and Events

September 07, 2026	Town Hall Closed in observance of Labor Day	
September 08, 2026	1:00 P.M.	Special Magistrate Hearing
September 10, 2026	5:01 P.M.	Town Commission Special/First Public Hearing Budget Meeting
September 24, 2026	5:01 P.M.	Town Commission Special/First Public Hearing Budget Meeting

Board Action Report

None.

15. ADJOURNMENT

There being no further business, the meeting was adjourned at 3:27 P.M.

APPROVED: October 20, 2026, Town Commission Meeting

Signed Minutes on file in the Town Clerk's Office

ATTEST: Natasha Moore, Mayor

10/20/2026

Lanelda Gaskins, MMC
Town Clerk

Date

Disclaimer: Effective May 19, 2020, per Resolution No. 20-008, all meeting minutes are transcribed as a brief summary reflecting the 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/.

DRAFT

TOWN OF HIGHLAND BEACH
TOWN COMMISSION SPECIAL / FIRST PUBLIC HEARING BUDGET MEETING MINUTES

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

Date: September 10, 2026
Time: 5:01 PM

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1. CALL TO ORDER

Mayor Moore called the meeting to order at 5:01 P.M.

2. ROLL CALL

Commissioner Jason Chudnofsky
Commissioner Judith Goldberg joined via Zoom
Vice Mayor David Stern
Mayor Natasha Moore
Town Manager Marshall Labadie
Town Clerk Lanelda Gaskins

ABSENT
Commissioner Donald Peters

ADDITIONAL STAFF

Finance Director Consultant David DiLena

3. PLEDGE OF ALLEGIANCE

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

4. ADDITIONS, DELETIONS, AND APPROVAL OF THE AGENDA

There were no changes to the agenda.

MOTION: Stern/Chudnofsky - A motion was made and seconded to approve the agenda as presented. The motion passed unanimously 3 to 0.

5. FIRST READINGS / PUBLIC HEARINGS:

A. Resolution No. 2026-014

A Resolution of the Town Commission of the Town of Highland Beach, Florida adopting a Final Millage Rate of 3.4227 Mils for the Town's General Operating Fund for the Fiscal Year beginning October 1, 2026, and ending

September 30, 2027; providing for that the Final Millage Rate of 3.4227 Mils is 4.4143 percent greater than the computed rolled back rate of 3.2780 Mils; providing for severability, conflicts, and an effective date.

Mayor Moore read the title of Resolution No. 2026-014 followed by Finance Director Consultant David DiLena presentation highlighting the

Finance Director Consultant DiLena presented a PowerPoint presentation highlighting the over all budget followed by Town Commission discussions.

Mayor Moore opened the public hearing.

Mr. Richard Greenwald provided comments.

MOTION: Stern/Chudnofsky - A motion was made and seconded to approve Resolution No. 2026-014. Upon Roll Call: Vice Mayor Stern (Yes); Commissioner Chudnofsky (Yes); Commissioner Goldberg (Yes); and Mayor Moore (Yes). The motion passed unanimously, 4 to 0.

B. Resolution No. 2026-015

A Resolution of the Town Commission of the Town of Highland Beach, Florida, adopting a Final Budget for Fiscal Year beginning October 1, 2026, and ending September 30, 2027; determining and fixing the amounts necessary to carry on the government of the Town for the ensuing fiscal year; providing for severality, conflicts, and an effective date.

Mayor Moore read the title of Resolution No. 2026-015 followed by Finance Director Consultant DiLena confirmed that the budget for all funds, shown on page 28 of the presentation, totals approximately $30.49 million.

MOTION: Stern/Chudnofsky - A motion was made and seconded to approve Resolution No. 2026-014. Upon Roll Call: Vice Mayor Stern (Yes); Commissioner Chudnofsky (Yes); Commissioner Goldberg (Yes); and Mayor Moore (Yes). The motion passed unanimously, 4 to 0.

Mayor Moore opened the public hearing. Hearing none, she closed the public hearing.

6. NEW BUSINESS

A. Resolution No. 2026-013

A Resolution of the Town Commission of the Town of Highland Beach, Florida, adopting a Merit Increase Policy for non-union employees and amending the Town of Highland Beach salary table; and providing an effective date.

Mayor Moore read the title of Resolution No. 2026-013 followed by Town Manager Labadie presentation regarding the merit increase policy.

Mayor Moore opened the item for public comments. Hearing none, she closed public comments.

MOTION: Stern/Chudnofsky - A motion was made and seconded to approve Resolution No. 2026-013. Upon Roll Call: Vice Mayor Stern (Yes); Commissioner Chudnofsky (Yes); Commissioner Goldberg (Yes); and Mayor Moore (Yes). The motion passed unanimously, 4 to 0.

B. Consider a request to reschedule December 1, 2026 Town Commission Regular Meeting to December 8, 2026 at 1:30 P.M.

The Town Commission agreed to reschedule the December 1 2026 Town Commission Regular meeting to December 8, 2026 at 1:30 P.M.

MOTION: Stern/Chudnofsky - A motion was made and seconded to reschedule the December 1, 2026 Town Commission Regular Meeting to December 8, 2026 at 1:30 P.M. Upon Roll Call: Vice Mayor Stern (Yes); Commissioner Chudnofsky (Yes); Commissioner Goldberg (Yes); and Mayor Moore (Yes). The motion passed unanimously, 4 to 0.

C. Ratification of Collective Bargaining Agreement (CBA) between the Town of Highland Beach and the Highland Beach Professional Firefighters, Local 5504, IAFF, Inc. (HBPF) effective October 1, 2026 through September 30, 2029, and authorize the Mayor and Town Manager to execute the agreement.

Mayor Moore read the title of this item followed by Town Manager Labadie presentation.

Mayor Moore opened public comments and the following provided comments:

Mr. Richard Greenwald

Hearing no further comments, Mayor Moore closed the public comments.

MOTION: Stern/Chudnofsky - A motion was made and seconded to radification of Collective Bargaining Agreement (CBA) as presented. Upon Roll Call: Vice Mayor Stern (Yes); Commissioner Chudnofsky (Yes); Commissioner Goldberg (Yes); and Mayor Moore (Yes). The motion passed unanimously. 4 to 0.

7. TOWN MANAGER REVIEW

The Mayor and Commissioners expressed appreciation for the Town Manager Labadie's performance, commending his leadership, professionalism, communication skills, transparency, sound judgment, and positive working relationships with staff. They recognized his efforts in managing Town projects, coordinating with outside agencies, overseeing collective bargaining, and making fiscally responsible decisions.

Mayor Moore recommended a 10% percent salary increase, the maximum permitted under his contract, which Town Commission also supported the 10% increase in salary, which is the highest amount.

MOTION: Stern/Chudnofsky - A motion was made and seconded to give Town Manager Labadie a 10% increase in salary. Upon Roll Call: Vice Mayor Stern (Yes); Commissioner Chudnofsky (Yes); Commissioner Goldberg (Yes) and Mayor Moore (Yes). The motion passed unanimously, 4 to 0.

Town Manager Labadie thanked the Town Commission for their support in recruiting and retaining talented staff and said Highland Beach has been the greatest place to work, great community and residents.

8. COMMISSION MEETINGS

September 24, 2026 Town Commission Special Second Public Hearing Budget Meeting

9. ADJOURNMENT

There being no further business, the meeting was adjourned at 6:19 P.M.

APPROVED: October 20, 2026, Town Commission Meeting

Signed Minutes on file in the Town Clerk's Office

ATTEST: Natasha Moore, Mayor

Lanelda Gaskins, MMC
Town Clerk

10/20/2026
Date

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DRAFT

TOWN OF HIGHLAND BEACH
TOWN COMMISSION SPECIAL / SECOND PUBLIC HEARING BUDGET MEETING MINUTES

TOWN HALL COMMISSION CHAMBERS **Date: September 24, 2026**
3614 S. OCEAN BLVD., HIGHLAND BEACH, FL **Time: 5:01 PM**

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1. CALL TO ORDER

Mayor Moore called the meeting to order at 5:01 P.M.

2. ROLL CALL

Commissioner Jason Chudnofsky
Commissioner Judith Goldberg
Commissioner Donald Peters
Vice Mayor David Stern
Mayor Natasha Moore
Town Manager Marshall Labadie
Town Clerk Lanelda Gaskins

3. PLEDGE OF ALLEGIANCE

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

4. ADDITIONS, DELETIONS, AND APPROVAL OF THE AGENDA

The were no changes to the agenda.

MOTION: Goldberg/Peters - A motion was made and seconded to approve the agenda as presented. The motion passed unanimously, 5 to 0.

5. SECOND READINGS / PUBLIC HEARINGS:

A. Resolution No. 2026-014

A Resolution of the Town Commission of the Town of Highland Beach, Florida adopting a Final Millage Rate of 3.4227 Mils for the Town's General Operating Fund for the Fiscal Year beginning October 1, 2026, and ending September 30, 2027; providing for that the Final Millage Rate of 3.4227 Mils is 4.4143 percent greater than the computed rolled back rate of 3.2780 Mils; providing for severability, conflicts, and an effective date.

Mayor Moore read the title of Resolution No. 2026-014 followed by Finance Director Consultant David DiLena remarks. He explained no changes were made

to the budget assumptions since the first public hearing budget meeting, and the matter was before Town Commission to ensure compliance with the Florida Statute requirements. Town Staff have advertised the budget notice as required. The total budget across all funds amounts to $30,488,228.

Mayor Moore opened the Public Hearing. Hearing none, she closed the public hearing followed by a motion.

MOTION: Goldberg/Stern - A motion was made and seconded to adopt Resolution No. 2026-014. Upon roll call: Commissioner Goldberg (Yes); Vice Mayor Stern (Yes); Commissioner Chudnofsky (Yes); Commissioner Peters (Yes) and Mayor Moore (Yes). The motion passed unanimously on a 5 to 0 vote.

B. Resolution No. 2026-015

A Resolution of the Town Commission of the Town of Highland Beach, Florida, adopting a Final Budget for Fiscal Year beginning October 1, 2026, and ending September 30, 2027; determining and fixing the amounts necessary to carry on the government of the Town for the ensuing fiscal year; providing for severality, conflicts, and an effective date.

Mayor Moore read the title of Resolution No. 2026-015 followed by Mr. DiLena remarks. He explained that this resolution sets the maximum funding limitations for the Town. He noted that, pursuant to a previously approved referendum, the spending limits are indexed to a Florida localized area percentage change. As a result, the spending limit will increase from $960,345.00 to $992,595.00 for the upcoming fiscal year.

Mayor Moore opened the Public Hearing. Hearing none, she closed the public hearing.

Town Commission discussion ensued regarding the potential impact of Amendment 3 as it related to the library. Town Manager Labadie responded that he did not foresee the need to cut services at that level.

MOTION: Goldberg/Stern - A motion was made and seconded to adopt Resolution No. 2026-015. Upon roll call: Commissioner Goldberg (Yes); Vice Mayor Stern (Yes); Commissioner Chudnofsky (Yes); Commissioner Peters (Yes) and Mayor Moore (Yes). The motion passed unanimously on a 5 to 0 vote.

6. NEW BUSINESS

A. Resolution No. 2026-016

A Resolution of the Town Commission of the Town of Highland Beach, Florida, adopting the Fiscal Year 2026-2027 Schedule of Fees which

establishes reasonable fees for town services and other charges; providing for conflicts; and providing for an effective date.

Mayor Moore read the title of Resolution No. 2026-016 followed by Consultant Finance Director David DiLena presentation of the updated schedule of fees for fiscal year 2026-2027. He explained that the substantive changes included a five percent increase to both water and sewer rates, which had already been incorporated into the budgeted revenue estimates.

Town Commission discussion ensued concerning additional changes to the schedule of fees. Town Manager Labadie explained that the building and fire inspection and reinspection fees were revised to reflect actual costs in compliance with a state statute that prohibits escalating reinspection charges and requires that such fees be based on the true cost to conduct the inspection. As a result, fees in both departments were standardized to a flat rate based on actual cost.

Mayor Moore opened the Public Hearing. Hearing none, she closed the public hearing.

MOTION: Goldberg/Stern - A motion was made and seconded to adopt Resolution No. 2026-016. Upon Roll Call: Commissioner Goldberg (Yes); Commissioner Peters (Yes); Commissioner Chudnofsky (Yes); Vice Mayor Stern (Yes); and Mayor Moore (Yes). The motion passed unanimously on a 5 to 0 vote.

7. TOWN MANAGER REPORTS

Town Manager Labadie reported the following:

Marine Dock Project Grant Award: The Federal Inland Navigation District notified the Town of a grant award of $1,290,000 for the marine dock project. Combined with a prior appropriation received two years ago for design, the Town has secured approximately $1,600,000 in total external funding for the project. Town Manager Labadie credited Chief Hartman, Major Oh, Mr. Salak, and Skender Koma for their efforts in securing the award. He noted that this brings the Town's total externally sourced funding over the past four years to approximately $2,500,000 across capital projects and programs. He expressed confidence that the project will be completed on budget and potentially under the originally anticipated cost.

Sewer Lining Project Results: Measurable results from the sewer lining project undertaken to address infiltration. Comparing year-over-year data for the same month, the Town recorded a reduction of 200,000 gallons pumped to Delray Beach's treatment system. This reduction is expected to lower the monthly charge paid to Delray Beach for wastewater treatment, as less clean water is entering the sewer system. He noted the project has proven to be a sound investment.

He also indicated that, looking ahead to the next legislative session, the Town intends to pursue an appropriation for clear tank work as a future capital priority. He thanked Commission and staff for their support throughout the fiscal year.

Vice Mayor Moore commended the Financial Advisory Board members for their engagement and input during their September 14, 2026 meeting.

8. COMMISSION MEETINGS

Mayor Moore acknowledged announcements.

September 30, 2026 10:00 A.M. Natural Resources Preservation Advisory Board Regular Meeting

October 08, 2026 9:30 A.M. Planning Board Regular Meeting

October 12, 2026 Town Hall Closed in Observance of Columbus Day

October 13, 2026 1:00 P.M. Special Magistrate Hearing

October 20, 2026 1:30 P.M. Town Commission Meeting

November 03, 2026 Town Hall Closed due to General Election Day

November 05, 2026 1:30 P.M. Town Commission Meeting

Commissioner Goldberg attended the Palm Beach League of Cities meeting yesterday and provided remarks about the meeting.

9. ADJOURNMENT

There being no further business, the meeting was adjourned at 5:19 P.M.

APPROVED: October 20, 2026, Town Commission Meeting

Signed Minutes on file in the Town Clerk's Office

ATTEST: Natasha Moore, Mayor

Lanelda Gaskins, MMC
Town Clerk

10/20/2026
Date

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File Attachments for Item:

B. Approve and authorize Town staff to purchase a Ferno Power X2 Powered Ambulance Stretcher and Loading System for the Fire Rescue Department in the amount of $58,144.80, pursuant to the League of Oregon Cities Master Price Agreement, Contract No. PS25820.

TOWN OF HIGHLAND BEACH
AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting

MEETING DATE 10/20/2026

SUBMITTED BY: Fire Rescue Department

SUBJECT: Piggyback Procurement - FERNO Power X2 Stretcher

SUMMARY:

Highland Beach Fire Rescue requests authorization to purchase a FERNO POWER X2 powered ambulance stretcher and loading system through a piggyback procurement using the League of Oregon Cities competitively awarded contract and associated discounted pricing.

The Department originally received its existing stretcher from the City of Delray Beach when it was already approaching the end of its useful service life. Recognizing the need for replacement, the Department budgeted for a new stretcher during the current fiscal year. However, the approximately 10-year-old stretcher has since experienced mechanical failure and is no longer operational. The Department is currently utilizing a loaner stretcher provided by FERNO to maintain uninterrupted emergency medical services.

The Department recommends continuing with FERNO due to the equipment's proven reliability, durability, safety features, and ergonomic design. Maintaining the same manufacturer also ensures consistency with the Department's existing stretcher equipment, supports personnel familiarity, minimizes additional training requirements, and promotes operational efficiency.
By piggybacking on the League of Oregon Cities' existing contract, the Town can take advantage of competitively established pricing and the applicable contract discount while avoiding a separate competitive solicitation process.

Highland Beach Fire Rescue respectfully requests approval to proceed with purchasing the FERNO POWER X2 powered ambulance stretcher and loading system through the League of Oregon Cities piggyback contract.

FISCAL IMPACT

$58,144.80

ATTACHMENTS:

- FERNO Quote #33098
- League of Oregon Cities Master Price Agreement No. PS25820 (20% discount)

RECOMMENDATION:

Approve and authorize the purchase of the FERNO Power X2 stretcher and loading system.

Quote Prepared For Our Valued Customer:

Town of Highland Beach Fire Rescue

Account ID:

Quote #: 33098

Customer Contact:

Michael Benoit
801-403-7249

mbenoit@highlandbeach.us

Billing Address:

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

Shipping Address:

Attn:
Town of Highland Beach Fire Rescue
3614 S. Ocean Blvd.
Highland Beach, FL 33404

Valid Until: Nov 30, 2026

Strategic Acct Manager:

Your Sales Representative is: Jamie Scogin

j.scogin@ferno.com, 561.323.0278

Your Customer Service Contact is: Tracey Campbell

t.campbell@ferno.com, (877) 733-0911

Item #	Product	Qty	Total Price
0015816	POWER X2 (0015816)	1	$ 20,544.00
1406200	OPTION, SAE, WITH ICS	1	$ 1,908.80
1406210	OPTION, SURFACE EXTENDER	1	$ 2,440.00
1406214	PX2 - OPTION, DIRECTIONAL WHEEL LOCK	1	$ 972.00
1406219	OPTION, KNEE GATCH LEGREST	1	$ 928.00
1406205	OPTION, LOAD FRAME O2	1	$ 256.80
0822541	STO-NET, LOAD FRAME POWER X2	1	$ 128.80
1406238	OPTION IV POLE R, POWER X2 IV pole installed patient right	1	$ 684.80
0822484	ENDURACHARGE BATTERY LI-ION EXTRA LITHIUM ION BATTERY	1	$ 764.00
0567091	POWER F2 W PWD	1	$ 29,960.00
0822545	KIT, PUSH/PULL HANDLE POWER X2	1	$ 356.00
0800643	UNIVERSAL FLOOR PLATE KIT UNIVERSAL FLOOR PLATE KIT	1	$ 736.00
0567082	ICS DC NO CHARGER ICS DC NO CHARGER	1	$ 104.00
0822564	US PF2 AC CHARGER	1	$ 361.60
0990117	TRADE IN PRODUCT iNX stretcher	1	$ -2,000.00

Hard Copy PO Required? ☐ Yes ☐ No

Approval:_____ _____
Printed Name Signature

Credit Card:_____ Secure Code:_____ Exp:_____

Subtotal: $ 58,144.80

Sales Tax: $ 0.00
Shipping: $ 0.00
Your Price: $ 58,144.80

Comments: *INSTALL NOT INCLUDED AND TO BE DONE BY AUTHORIZED PROVIDER
THIS QUOTE REFLECTS NPP CONTRACT PRICING
CONTRACT #PS25820
MEMBER ID #M-5806058

Docusign Envelope ID: BAA01E73-711C-486B-9B00-2770E27D17E1

LEAGUE OF OREGON CITIES

MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and Ferno Washington, Inc. ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain Medical Products, Monitors, Software, Data Transmission, and Related Services, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for Medical Products, Monitors, Software, Data Transmission, and Related Services the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 2535 for Medical Products, Monitors, Software, Data Transmission, and Related Services; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-G attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 2535 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state, tribal, and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state, tribal or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

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1.5 "Products and Services" shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 "Purchase Order" shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 "Unemployment Insurance" shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 "National Purchasing Partners" or "(NPP)" is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as "NPPGov", provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov's membership includes participating public entities across North America.

1.9 "Lead Contracting Agency" shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 "Participating Agencies" shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, "Participating Agency" shall be considered "Purchaser" under the terms of this Agreement.

1.11 "Party" and "Parties" shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

(i) This Agreement;
(ii) The RFP;
(iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local, tribal, and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of the Vendor Administration Fee Agreement, Contract Number VA25820, with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for four (4) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original four (4) year term, this Agreement shall automatically extend for a one (1) year period; ("Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment E) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and G, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, E, and G herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts

generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION

WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

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10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

10.3 When a Participating Agency procures Products and Services under this Agreement using United States federal funds, including but not limited to federal grants or FEMA funding, the procurement shall be subject to the terms and conditions set forth in Attachment D – Requirements for Procurements Utilizing Federal Funds and Grants, which is incorporated herein by reference. The Vendor shall comply with all applicable federal laws, regulations, and requirements outlined in Attachment D, including but not limited to those specified in 2 C.F.R. § 200, as amended, and any additional stipulations based on the source of funding. All references to "federal" in this section and Attachment D pertain exclusively to the United States federal government.

10.4 When a Participating Agency accesses Vendor's Products and Services with United States federal funds, Vendor shall comply with the provisions set forth in Attachment D – Provisions for Non-United States Federal Entity Procurements Under United States Federal Awards or Other Awards, which is incorporated herein by reference.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Kevin Toon
Email: rfp@ORCities.org

If to Vendor:

Ferno Washington, Inc.
70 Weil Way
Wilmington, OH 45177
ATTN: Sammy Hanafi
Email: s.hanafi@ferno.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SURVIVABILITY/PARTICIPATING AGENCY DISCRETIONARY EXTENSION

Provided the laws of the jurisdiction of the Participating Agency permit survivability of the contract term through a mutually agreed upon extension of the agreement between the Participating Agency and the Vendor beyond the term of the publicly awarded Agreement, to be determined and confirmed by the Participating Agency at its sole discretion, all applicable agreements and warranties that were entered into between Vendor and the Participating Agency under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement if mutually agreed upon between the Vendor and the Participating Agency. All purchase orders issued and accepted by Vendor shall survive expiration or termination of the Agreement for the term of the purchase order or subscription, unless the Participating Agency terminates the purchase order sooner. However, regardless of the term of the purchase order or subscription, no purchase order shall survive the expiration or termination of the Agreement unless the Participating Agency makes an express finding and justification for the longer term as mutually agreed upon by the Participating Agency and Vendor. The finding and justification must either be included in the purchase order or referenced in the purchase order and maintained in the Participating Agency's procurement record. Contract maintenance and adjustments contemplated after the maturity date of the Lead Public Agency cooperative procurement contract, and prior to the expiration date of the Purchase Order or subscription, shall be individually negotiated directly between the awarded Vendor and the Participating Agency identified in that Purchase Order or subscription. Rights and obligations under this Agreement which by their nature should survive, including, but not limited to, the administrative fee provided in the Vendor Administrative Agreement and any and all payment obligations invoiced prior to the termination or expiration hereof, obligations of confidentiality, and indemnification will remain in effect after termination or expiration hereof.

ARTICLE 20 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 21 - INCORPORATION; ENTIRE AGREEMENT

21.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or

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Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

21.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 22 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 23 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 24 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

[Signature page to follow]

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ARTICLE 25 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

Signature: Signed by: Patricia M. Mulvihill 0BD4F25C35F54D0...

Printed Name: Patricia M. Mulvihill

Title: Executive Director
LEAGUE OF OREGON CITIES

Dated: January 12, 2026 | 8:26 AM PST

VENDOR:

Signature: Signed by: Sammy Hanafi 1C49B1E55A7949A...

Printed Name: Sammy Hanafi

Title: National Distribution Manager
FERNO WASHINGTON, INC.

Dated: January 12, 2026 | 5:30 AM PST

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ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

MEDICAL PRODUCTS, MONITORS, SOFTWARE, DATA TRANSMISSION, AND RELATED SERVICES	
Product Category	Percentage (%) off List Price*
MEDICAL PRODUCTS AND SUPPLIES	20% or 23%
MEDICAL MONITORS, DEFIBRILLATORS, AND DIAGNOSTICS	20%
MEDICAL LIFE SUPPORT EQUIPMENT	20% or 23%
OTHER (including but not limited to stretchers, stair-chairs, and other emergency patient handling equipment)	20% or 23%

Orders are shipped via the most efficient and cost-effective ground transportation method, free of charge to the lower 48 states. Alaska and Hawaii require an extra charge and is determined when the product is quoted. Expedited shipping is available for an extra charge. Return policy is included in Ferno's Warranty Statement.

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

Participating Agencies may purchase from Vendor's authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. Vendor's authorized dealers and distributors, as applicable, are identified in a [list, link found at http:], as may be updated from time to time. [A current list may be obtained from Vendor.]

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ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

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ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

REQUIREMENTS FOR PROCUREMENTS UTILIZING FEDERAL FUNDS AND GRANTS

Summary of Key Provisions for Participating Agencies Utilizing U.S. Federal Funds

Participating Agencies acquiring goods or services through this contract using United States federal grants or FEMA funding are subject to specific requirements, including those outlined in 2 C.F.R. § 200. Additional stipulations may apply based on the source of funding. For reference, “federal” pertains exclusively to the United States federal government.

The following provisions are applicable solely when a Participating Agency procures Vendor equipment, products, or services with United States federal funds:

A. Equal Employment Opportunity

Contracts classified as “federally assisted construction contracts” under 41 C.F.R. § 60-1.3 must incorporate the Equal Opportunity clause pursuant to 41 C.F.R. § 60-1.4(b), ensuring compliance with Executive Order 11246 (as amended) and relevant Department of Labor regulations. This provision is included by reference.

B. Davis-Bacon Act, as Amended (40 U.S.C. § 3141-3148)

Prime construction contracts exceeding $2,000 require adherence to the Davis-Bacon Act and related Department of Labor regulations (29 C.F.R. § 5). Contractors must pay at least the prevailing wage determined by the Secretary of Labor, with weekly payments mandated. Each solicitation must feature the current wage determination, and any violations must be reported to the awarding agency. Compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145; 29 C.F.R. § 3) is also required.

C. Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701-3708)

Contracts exceeding $100,000 involving mechanics or laborers must comply with 40 U.S.C. §§ 3702 and 3704, and 29 C.F.R. § 5. Wages must reflect a standard 40-hour work week, with overtime compensated at no less than one and a half times the basic rate. Workers must not be subjected to hazardous or unsafe conditions. These rules exclude supply purchases and transportation contracts. The Vendor confirms compliance throughout the contract duration.

D. Rights to Inventions Made Under a Contract or Agreement

If the federal award qualifies as a “funding agreement” per 37 C.F.R. § 401.2(a), recipients contracting with small businesses or nonprofit organizations for research must observe 37 C.F.R. § 401 and associated regulations.

E. Clean Air Act and Federal Water Pollution Control Act

For contracts and subgrants exceeding $150,000, full compliance with the Clean Air Act (42 U.S.C. § 7401–7671Q) and Federal Water Pollution Control Act (33 U.S.C. § 1251–1387) is mandatory. Any violations should be reported to both the awarding agency and the EPA. Vendors certify their compliance.

F. Debarment and Suspension (Executive Orders 12549 and 12689)

No contract shall be awarded to entities listed in the System for Award Management (SAM) exclusions under 2 C.F.R. § 180 and Executive Orders 12549 and 12689. Vendors confirm they are neither debarred nor excluded by any federal agency.

G. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)

Vendors must submit requisite certifications and refrain from utilizing federal funds to influence government officials in relation to contracts, grants, or awards. All lobbying with non-federal funds must be disclosed and communicated across all tiers. Vendors agree to adhere strictly to the Byrd Anti-Lobbying Amendment.

H. Record Retention Requirements

Vendors shall retain records in accordance with 2 C.F.R. § 200.333 for three years beyond final report submission and until all matters have been resolved.

I. Energy Policy and Conservation Act Compliance

Where relevant, Vendors must comply with mandatory energy efficiency standards detailed in the state energy conservation plan under the Energy Policy and Conservation Act.

J. Buy American Provisions Compliance

When applicable, Vendors must comply with the Buy American Act and ensure purchases adhere to procurement rules that require free and open competition.

K. Access to Records (2 C.F.R. § 200.336)

Vendors grant authorized representatives of federal agencies access to pertinent books, documents, papers, and records for audits, examinations, excerpts, and transcriptions, as well as personnel interviews relating to such records.

L. Procurement of Recovered Materials (2 C.F.R. § 200.322)

Non-federal entities that are state agencies or political subdivisions and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. This includes procuring items designated in EPA guidelines (40 C.F.R. § 247) containing the highest practical percentage of recovered materials, maximizing energy and resource recovery for solid waste management, and establishing affirmative procurement programs for recovered materials as specified by EPA.

Entities utilizing United States federal grant or FEMA funds for procurement may be subject to further requirements, including those under 2 C.F.R. § 200, with all references to “federal” denoting the United States federal government.

Entities using U.S. federal grant or FEMA funds for procurement may be subject to additional requirements under 2 C.F.R. § 200. All references to “federal” are specific to the United States federal government.

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ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal
(The Vendor's Proposal is not attached hereto.)
(The Vendor's Proposal is incorporated by reference herein.)

Docusign Envelope ID: BAA01E73-711C-486B-9B00-2770E27D17E1

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal
(The Purchaser's Request for Proposal is not attached hereto.)
(The Purchaser's Request for Proposal is incorporated by reference herein.)

Docusign Envelope ID: BAA01E73-711C-486B-9B00-2770E27D17E1

ATTACHMENT G

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

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SALES TERMS AND CONDITIONS

(1) **ACCEPTANCE**: THE TERMS AND CONDITIONS SET FORTH BELOW AND ON THE FRONT SIDE HEREOF CONSTITUTE ALL THE TERMS OF THIS AGREEMENT AND A COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN BUYER AND FERNO. ALL REPRESENTATIONS, PROMISES, WARRANTIES OR STATEMENTS BY ANY AGENT OR EMPLOYEE OF FERNO THAT DIFFER IN ANY WAY FROM THE TERMS AND CONDITIONS HEREOF SHALL HAVE NO EFFECT. Any additional contradictory or different terms contained in any initial or subsequent order or communication from Buyer pertaining to the goods described on the front side hereof are hereby objected to and shall be of no effect. No course or prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and the opportunity for objection. All orders are subject to the approval by Ferno at its offices in Wilmington, Ohio. No waiver or alteration of terms herein shall be binding unless in writing and signed by an executive officer of Ferno.

(2) **PRICE**: The price is stated on the face side hereof. Buyer shall reimburse Ferno for any excise, sales or use taxes or permit fees incident to this transaction for which Ferno may be liable or which Ferno is required by law to collect. Buyer also shall be responsible for the cost (and any related fees) of any modification to comply with local and state statutes, rules or building codes. A SERVICE CHARGE OF 1-1/2% PER MONTH (18% PER YEAR) OR SUCH LESSER RATE AS SHALL BE THE MAXIMUM RATE LEGALLY PERMITTED SHALL BE ADDED TO ANY PAST DUE INVOICE BALANCES UNTIL PAID IN FULL. BUYER SHALL BE LIABLE FOR ALL COSTS AND/OR EXPENSES, INCLUDING LEGAL EXPENSES AND REASONABLE ATTORNEY'S FEES, INCURRED BY FERNO IN EXERCISING ANY OF ITS RIGHTS OR REMEDIES.

(3) **DELIVERY-DELAYS**: Ferno will make every effort to adhere to the delivery schedule specified on the face hereof, but no obligation to do so is assumed. Ferno shall not be responsible or liable for any loss, damage, delay or failure to perform, in whole or in part, directly or indirectly, resulting from and/or contributed to by reason of, including but not limited too, acts of God, war, riot, embargoes, acts or requirements of governmental or military authorities, fires, floods, severe weather, accidents, quarantines, restrictions, factory conditions, strikes, delays in transportation, shortage of cars, fuel, labor or materials, or any other costs beyond the control of Ferno. Ferno shall in no event be responsible for remote, incidental or consequential damages.

(4) **DEFAULT OF BUYER**: Ferno shall not be required to proceed or continue with performance of Buyer's order while Buyer is in default under this or any other contract with Ferno. If Buyer's financial condition is found to be or becomes unsatisfactory to the Ferno during the terms of this contract, Ferno may terminate this contract and also terminate all other contracts covering sales to Buyer of Ferno's goods whether or not Buyer may otherwise be in default and no rights shall accrue to Buyer against Ferno on account of such termination period.

(5) **LIMITED WARRANTY**: Ferno products are warranted to be free from defects in material and workmanship for a period of one year, except as follows: • Ambulance Cots, Ambulance Transporters, Lift Off Stretchers and Fasteners are warranted for 2 years. • EZ-Glide® Chairs and PowerTraxx® Retrofit Kits are warranted for 2 years. • 59-E Evacuation Chairs are warranted for 15 years. • Mortuary products are warranted for 2 years. • Soft goods(webbing, vinyl, fabric, foam, etc.)are warranted for 90 days. • Batteries, Chargers and Integrated Charging Systems are warranted for 2 years. • EMS bags (replaceable bottom excluded) are warranted for lifetime replacement. • Backboards are warranted for 5 years. • Second stock and demo products are warranted for 90 days. • Welds are warranted for lifetime. • Ferno repairs are warranted for 90 days from the date of repair. • *iN|TRAXX* Wall Tracks are warranted for lifetime replacement. • *iN|TRAXX* Components are warranted for 2 years. • External finishes (gelcoat, paint, powdercoat, decals, etc.) are warranted for 90 days. This limited warranty applies only when you use and care for the product as described in the instructions provided with the product. Improper use and care may void this warranty. The warranty period begins the date the product was first purchased by you as the original end-user or the date you as the original end-user receive it if you have proof of the delivery date. This Limited Warranty is not transferable or assignable in any manner. Shipping charges are not covered by this limited warranty. Ferno is not liable for shipping damages or damages sustained through using the product. Non-Ferno products sold by Ferno retain the product manufacturer's original warranties and guarantees. Such warranties and guarantees, if any, are solely those of the product manufacturer. Ferno offers no warranties or guarantees of any kind additional to those of the product manufacturer, nor does Ferno assume any liability for products manufactured by others. **Limitation of Liability**: If a product is proven defective, Ferno will repair or replace it, or, at its option, refund the item's purchase price. In no event is Ferno liable for more than the selling price of the product. The purchaser accepts these terms in lieu of all damages. **Except for the limited warranty above, Ferno makes no other warranties, either expressed or implied. Ferno makes no implied warranties of merchantability and fitness for a particular purpose for its own product or for the products of others. In no event will Ferno be liable for any indirect or consequential damages sustained in connection with the delivery, use, or performance of its products. Under breach of limited warranty any legal action for breach of the limited warranty must b within one year of the date the breach is or should have been disc** **Limited Warranty Claim and Disputes** Contact Ferno Customer promptly if you receive a product from Ferno that you suspect is defective. A representative will assist you with the claim procedure. Before sending any product to Ferno obtain a return authorization number from Ferno Customer Service.

Ferno-Washington, Inc. Telephone .....800.733.3766 / 937.382 1451
70 Weil Way Fax 800.388.1349
Wilmington, OH 45177-9371 Email ..... support@ferno.com

(6) **COT FASTENER DISCLAIMER**: Ferno cot fasteners are designed for use only with Ferno cots. **NO WARRANTY OR REPRESENTATION IS MADE WITH RESPECT TO THE ADAPTABILITY OR SUITABILITY OF COT FASTENERS FOR USE WITH COTS (OTHER THAN FERNO COTS), AND ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR SUCH PURPOSES, ARE EXPRESSLY DISCLAIMED.**

(7) **NUMBERED CLAIMS**: Claims for shortages must be made within 45 days of receipt of shipment. Claims for non-receipt of shipment must be made within 20 days of proposed delivery date. If Ferno has agreed to pay any transportation charges, claims for such charges must be made within 90 days of shipping date.

(8) **RETURN POLICY**: Please report any shipment error immediately upon receipt by calling Ferno Customer Relations at 877.733.0911. If we make an error filling or shipping your order, we will gladly rectify the mistake at no cost to you. Prior to returning any merchandise, contact Ferno Customer Relations for a Return Material Authorization Number and a return shipping address, and be sure to have your invoice or packing slip available. Note: Returned merchandise must be sent freight prepaid and must be received in new and salable condition. Items returned because of customer preference are subject to a 20% restocking fee. Items that are damaged or not in 1st stock condition will be subject to a 50% restocking fee. Some goods may not be returned for credit. Such goods include sterilized items, rubber items, items more than 90 days old, and special orders.

(9) **PATENTS, TRADEMARKS, ETC.**: Buyer will protect and indemnify Ferno against all claims of infringement of patents, trademarks or other intellectual property and claims of wrongful use of designs or defective designs or trademarks or trade names. Buyer agrees the trademarks, trade names and other designations used on or in connection with products sold to Buyer are the exclusive property of Ferno. Buyer shall not use Ferno's trademarks in any manner which may dilute, impair or adversely affect said trademarks, including using the trademarks as part of Buyer's name or to identify Buyer's business in any way.

(10) **PRODUCT LIABILITY**: Buyer will protect and indemnify Ferno against all claims, including but not limited too, of product liability for custom products manufactured wholly or partially to Buyer's designs, specifications, changes or modifications. Buyer will protect and indemnify Ferno against all claims, including but not limited too, of product liability for designs, specifications, changes or modifications made by Buyer after product delivery.

(11) **SHIPMENTS**: **Check shipment when received. Freight damage must be reported to carrier within 48 hours.** All shipments are FOB Ferno. Accordingly, after shipment of products to carrier, all risk of damage too, loss or destruction of the product shall be borne by Buyer. Shipment may be made by the method or carrier Ferno deems most feasible.

(12) **LEGAL COMPLIANCE**: Buyer shall be solely responsible for compliance with local and state statutes, rules and regulations and building codes pertaining to the use and installation of the products.

(13) **GOVERNING LAW**: This contract shall be governed by and construed according to the laws of the State of Ohio and the United States of America.

(14) **COMPLETE AGREEMENT**: The terms and conditions on both sides of this document, the User's Manual, operating instructions and specifications constitute the entire contract between Buyer and Ferno, and no change or waiver of any such terms shall be effective unless in writing and signed by an officer of Ferno.

(15) **WAIVER**: Waiver by Ferno of any provision of this proposal or of Buyer's breach of any provision of this order shall not constitute a waiver of future compliance there with, any such provisions shall remain in full force and effect. No act, conduct of failure to act of Ferno shall constitute a waiver of any provision contained herein unless such waiver is in writing and signed by an officer of Ferno.

(16) **INTERNATIONAL SALES**: Notwithstanding any provision to the contrary herein, any international sale shall be subject to the following: (a) all trade terms identified herein shall be governed by the meanings assigned in Incoterms 1990, (b) Ferno and Buyer hereby agree that the sales contract shall be governed by and construed in accordance with the laws of the State of Ohio, without reference to the principals of conflicts of law and hereby further agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to the terms hereof; (c) any suit, action, or proceeding arising out of the state hereof shall be instituted by either party in the courts of the State of Ohio, Clinton County, or United States District Court for the Southern District of Ohio, Western Division, and Ferno and Buyer irrevocably and unconditionally submit and consent to the jurisdiction and venue of any such court for such purpose, and each waives any obligation it may have as to the venue of any dispute arising out of or in connection with this transaction; and (d) payment terms shall be as set forth on the cover of the invoice, with Ferno reserving at all times the right to demand a confirmed letter of credit at Buyer's full cost and expense or other security of payment in Ferno's sole discretion.

(17) **FORCE MAJEURE**: Ferno shall not be liable for any loss, damage, delay, changes in shipment, schedules or failure to deliver, whether arising in tort, contract or warranty, caused by accident, fire, strike, riot, civil commotion, embargo, failure of carrier, inability to obtain transportation facilities, foreign or local government requirements, acts of God, prior orders from customers or limitations erno's or its suppliers' production, or any other causes or contingency beyond o's control. In any such event, Ferno shall not be liable for any consequential, ental or special damages to Buyer.

File Attachments for Item:

A. Continued discussion on a Proposed Ordinance regulating Sidewalks and Multi-Use Pathways (Prohibition Against Electric Bicycles, Electric Scooters, and Other Micromobility Devices).

TOWN OF HIGHLAND BEACH
AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting

MEETING DATE *10/20/2026*

SUBMITTED BY: Leonard G. Rubin, Town Attorney

SUBJECT: **Discussion** – Ordinance Regulating Sidewalks and Multi-Use Pathways (Prohibition Against Electric Bicycles, Electric Scooters, and Other Micromobility Devices)

SUMMARY:

At its September 1,2026 meeting, the Town Commission indicated that it wished to move forward with an Ordinance that would ban all motorized vehicles (electric bicycles, electric scooters, and other micromobility devices) from all sidewalks and multi-use pathways within the Town, including the multi-use pathway adjacent to State Road A1A. As the Town Manager reported, the Florida Department of Transportation indicated that it had no concerns with the Town's adoption and enforcement of such an Ordinance within its right-of-way. To that end, this office finalized the draft Ordinance previously presented to the Commission and is seeking direction moving forward.

As drafted, the Ordinance adopts a new Section 25-26 of the Town Code prohibiting a person from operating or riding a motor vehicle, a motorized scooter, a micromobility device, or an electric bicycle on any sidewalk or multi-use pathway within the Town, including the multi-use pathway within the State Road A1A right-of-way. The definitions for the terms electric bicycle and motorized scooter are derived from the Florida Statutes. A micromobility device is defined as a motorized transportation device not otherwise defined as an electric bicycle or motorized scooter. A motor vehicle includes any self-propelled vehicle not operated on rails or a guideway, excluding an electric bicycle, motorized scooter, or micromobility device.

The Ordinance's restrictions would not apply to: (1) law enforcement officers, emergency responders, or public safety personnel acting within the scope of their official duties; (2) motorized wheelchairs or other mobility devices operated by persons with a disability; (3) the temporary crossing of a sidewalk or multi-use pathway by a motor vehicle entering or existing a driveway; and (4) any prohibited device being walked or carried, rather than operating under power. While now authorized by statute, the Town Ordinance does **not** impose minimum age requirements for electric bicycles, nor does it require the operator of an electric bicycle to possess a government-issued photographic identification. The Commission indicated that it wished to delay the effective date of the Ordinance by forty-five (45) days to allow for sufficient public education.

The Ordinance would be enforced through the issuance of code citations pursuant to Division 5 of Chapter 2 of the Town Code. To that end, the Ordinance amends Section 2-173 of the Town Code to add a violation of Section 25-26 to the list of Class II violations. Consequently, the fine would be $50.00 for a first violation and $100.00 for repeat violations. A code enforcement officer or law enforcement officer would retain the discretion to issue a warning in lieu of a citation. Any violator may challenge the Town's issuance of a citation before the Town's Special Magistrate; however, if a citation is challenged and the Magistrate upholds the citation, the Magistrate has the discretion to determine the amount of the fine (no more than $500.00) and impose administrative costs.

Finally, the Ordinance amends Chapter 16 of the Town Code of Ordinance to remove existing regulations governing the operation of motor vehicles which would be superseded by the new regulations or are otherwise governed by Florida Statutes (such as driving while intoxicated or possession of open containers).

As also discussed with the Commission, the County is in the process of adopting its own Micromobility Ordinance that would be enforceable both within unincorporated Palm Beach County and those municipalities that have transferred traffic regulatory authority and related duties to the Sheriff's Office. The County Ordinance provides as follows:

- Prohibits any person from operating a nonhuman-powered micromobility device: (a) in a manner that interferes with the safe movement of pedestrians, cyclists, or vehicles, or causes or creates a risk of harm to persons or property; (b) in a manner that intentionally causes any wheel to lose contact with the ground surface; (c) on a sidewalk, bicycle lane, bicycle path, or any area designated for pedestrian use at a speed greater than 15 miles per hour; (d) on a sidewalk, bicycle lane, bicycle path, or any area designated for pedestrian use at a speed greater than 10 miles per hour if a pedestrian is within fifty feet; (e) upon a roadway outside of a bicycle lane or bicycle path; or (f) on a sidewalk or bicycle path within a prohibited area (an area designated by the County Engineer where the conditions present an elevated risk to pedestrian or operator safety).
- Prohibits any person under the age of fourteen from operating a nonhuman-powered micro-mobility device.
- Requires the operator to possess a government-issued photographic identification.

The County Ordinance will be enforced by the Sheriff's Office (or other law enforcement agencies) as a civil citation in an amount commensurate with the penalty for a pedestrian violation ($15.00) and shall be processed through the County Court system.

FISCAL IMPACT:

There is no immediate fiscal impact

ATTACHMENTS:
Proposed Town Ordinance
Proposed County Ordinance

RECOMMENDATION:

Staff recommends that the Town Commission consider the attached Ordinance and provide direction as to how it wishes to proceed.

TOWN OF HIGHLAND BEACH
ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AMENDING CHAPTER 25, "STREETS, SIDEWALKS, BICYCLE/WALKING PATHS, AND RIGHTS-OF-WAY," OF THE TOWN CODE OF ORDINANCES BY ADOPTING A NEW SECTION 25-26, "REGULATIONS GOVERNING SIDEWALKS AND MULTI-USE PATHWAYS;" AMENDING DIVISION 5, "SUPPLEMENTAL CODE COMPLIANCE PROCEDURES," OF ARTICLE V, "BOARDS AND COMMITTEES," OF CHAPTER 2, "ADMINISTRATION," OF THE TOWN CODE OF ORDINANCES TO PROVIDE FOR ENFORCEMENT OF SECTION 25-26 THROUGH THE ISSUANCE OF CODE CITATIONS; AMENDING ARTICLE I, "IN GENERAL," OF CHAPTER 16, "MOTOR VEHICLES AND TRAFFIC," OF THE TOWN CODE OF ORDINANCES BY REPEALING EXISTING BICYCLE AND WALKING PATH REGULATIONS AND ADDITIONAL REGULATIONS SUPERSEDED BY STATE LAW; 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, 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 Commission of the Town of Highland Beach finds that existing sidewalks and multi-use pathways within the Town are primarily for pedestrian use, and the operation of motor vehicles, motorized scooters, and electric bicycles on such sidewalks and multi-use pathways creates safety hazards for pedestrians, particularly along high-traffic corridors such as State Road A1A; and

WHEREAS, Section 316.008, Florida Statutes, authorizes municipalities to regulate traffic within their jurisdiction, including the use of sidewalks and multi-use pathways; and

WHEREAS, Section 316.2065, Florida Statutes, regulates bicycles and electric bicycles but allows local governments to adopt additional regulations not in conflict with state law; and

WHEREAS, the Town Commission finds that prohibiting motor vehicles, motorized scooters, electric bicycles, and other motorized micromobility devices on sidewalks and multi-use pathways is necessary for the protection of the public health, safety, and welfare, with specified exceptions; and

WHEREAS, the Town Commission determines that this prohibition shall be enforced through the issuance of code enforcement citations; and

WHEREAS, in adopting these regulations, the Town Commission wishes to repeal a conflicting section of Chapter 16 of the Town Code of Ordinances, as well as repeal outdated Code provisions that have been superseded by state law.

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 amends Chapter 25, "Streets, Sidewalks, Bicycle/Walking Paths, and Right-of-Way, of the Town Code of Ordinances, by adopting new Section 25-15 to read as follows (additional language underlined):

Sec. 25-26. Regulations governing sidewalks and multi-use pathways.

(a) *Definitions*. For the purposes of this section, the following terms shall have the meanings set forth below consistent with Chapter 316, Florida Statutes:

Electric bicycle means a bicycle equipped with fully operational pedals and a motor of less than 750 watts, as defined in Section 316.03, Florida Statutes, and classified as Class 1, Class 3, or Class 3 pursuant to Section 316.2065, Florida Statutes, as amended.

Micromobility device means any motorized transportation device not otherwise defined as an electric bicycle or motorized scooter.

Motor vehicle means any self-propelled vehicle not operated upon rails or a guideway, but not including any bicycle, electric bicycle, motorized scooter or micromobility device as defined herein.

Motorized scooter means any vehicle that is powered by a motor with or without a seat or saddle for use of the rider, which is designed to travel on not more than three wheels, as defined in Section 316.003, Florida Statutes, as amended.

(b) *Prohibition*. It shall be unlawful for any person to operate or ride a motor vehicle, a motorized scooter, a micromobility device, or an electric bicycle upon any sidewalk or multi-use pathway within the Town of Highland Beach. This prohibition applies to all sidewalks and multi-use pathways within the Town's municipal boundaries, including the multi-use pathway located along or adjacent to State Road A1A.

(c) *Exceptions*. The provisions of this section shall not apply to:

(1) Law enforcement officers, emergency responders, or public safety personnel acting within the scope of their official duties.;

(2) Motorized wheelchairs or other mobility devices operated by persons with disabilities;

(3) The temporary crossing of a sidewalk or multi-use pathway by a motor vehicle entering or exiting a driveway; or

(4) Any prohibited device being walked or carried, rather than operated under power.

(c) *Enforcement and penalties.* Violations of this section shall be enforced through the issuance of code citations in accordance with Division 5, "Supplemental Code Compliance Procedures," of Chapter 2 of the Town Code of Ordinances.

Section 3. The Town Commission hereby amends Division 5, "Supplemental Code Compliance Procedures," of Article V, "Board and Committee," of Chapter 2, "Administration," by amending Section 2-174 to read as follows (additional language underlined and deleted language ~~stricken through~~):

Sec. 2-174. - Classification of infractions.

(a) *Class I.*

(1) Violations of the parking code of the town, as adopted in chapter 16 of the Code of Ordinances.

(2) Violations involving recreational vehicles or boats.

(3) Obstruction of public right-of-way.

(4) Violations involving solid waste, refuse, garbage, rubbish or trash.

(b) *Class II.*

(1) Violations of the building code of the town, as adopted in section 6-26 of the Code of Ordinances, not specifically enumerated in this division.

(2) Violations of the property maintenance code, as adopted in section 6-29 of the Code of Ordinances, and as amended from time to time, not specifically enumerated in this division.

(3) Violations involving fences, walls or hedges.

(4) Violations of the sign code, as adopted in chapter 23 of the Code of Ordinances, not specifically enumerated in this division.

(5) Abandoned property on private property.

(6) Violations involving landscaping.

(7) Violations involving a required visibility triangle.

(8) Violations of the Code of Ordinances not specifically enumerated in this division.

(9) Repeat parking violations.

(10) Violations of sidewalk and multi-use pathway regulations, as adopted in section 25-26 of the Code of Ordinances.

(c) *Class III.*

(1) Performing work without a required permit.

(2) Violations of the construction site code, as adopted in chapter 16 of the Code of Ordinances.

(3) Violations of the zoning ordinance, as adopted in chapter 30 of the Code of Ordinances, not specifically enumerated in this section.

(4) Violations of licenses and license taxes code, as adopted in chapter 15 of the Code of Ordinances.

(5) Prohibited or unsafe signs.

(6) Violations of "cease and desist" or "stop work" orders.

(7) Repeat violations.

Section 4. The Town Commission hereby amends Article I, "In General," of Chapter 16, "Motor Vehicles and Traffic," to read as follows (deleted language ~~stricken through~~):

~~**Sec. 16-8. - Operation of motor vehicles on bicycle/walking path.**~~

~~It shall be unlawful for any person to drive, operate or cause to be driven or operated any motor vehicle of over twenty (20) horsepower or less than four (4) wheels on any bicycle/walking path.~~

~~**Sec. 16-9. - Speed restrictions.**~~

~~It shall be unlawful for any person to operate any motor vehicle, or other vehicle recklessly or carelessly or at a dangerous rate of speed or negligently on any street in the town. No person shall operate any vehicle at a rate of speed greater than thirty-five (35) miles per hour on SR A1A and twenty (20) miles per hour on any road other than SR A1A.~~

~~**Sec. 16-10. - Operation of vehicle while intoxicated.**~~

~~It shall be unlawful for any person, while in an intoxicated condition or under the influence of intoxicating liquors or narcotic drugs, to drive, operate or cause to be driven or operated, on or over any of the highways, thoroughfares or streets within the town any automobile, truck or vehicle or motorcycle or any other vehicle propelled by gasoline, gas, vapor, electricity, steam or other power.~~

~~**Sec. 16-11. - Consumption of alcoholic beverages, possession of open containers in motor vehicles.**~~

~~(a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:~~

~~*Beverage law* means F.S. chs. 561, 562, 563, 564, 565, 567 and 568.~~

~~*Container* means any bottle, carton or other vessel of alcoholic beverage.~~

~~*Motor vehicle* means any vehicle which is not powered by muscular power.~~

~~*Open container* means any container on which the seal is broken.~~

~~*Person* means any natural person.~~

~~*Public or semipublic area open for vehicular travel* means all public and private roads, streets, highways, lanes, alleys, parking lots and parking areas on which the public is expressly or implicitly invited to travel by motor vehicle or which are~~

~~otherwise open for vehicular travel. It shall not include areas such as private driveways of property serving single or multiple dwelling units or condominium parking lots.~~

~~(b) *Findings of fact:*~~

~~(1) Consumption of alcoholic beverages or possession of open containers of alcoholic beverages while in or on motor vehicles leads to, and encourages:~~

~~a. The operation and control of motor vehicles while impaired; and~~

~~b. Distracting and disorderly conduct of passengers including, but not limited to, littering.~~

~~(2) The uncontrolled consumption of alcoholic beverages in or on motor vehicles is detrimental to the health, safety and general welfare of the public.~~

~~(c) *Possession or consumption prohibited.* It shall be unlawful for any person to possess any container of alcoholic beverage, except an original container with the seal unbroken, or to consume any alcoholic beverage, in or on a motor vehicle being operated or parked on a public or semipublic area open for vehicular travel.~~

~~(d) *Exceptions.* This section shall not apply to:~~

~~(1) Any person engaged in picking up empty beverage containers for the purpose of collecting the deposit or value of the bottle or can itself, nor to any person taking part in a litter control campaign.~~

~~(2) The possession of open container by any licensed distributor or licensed vendor of alcoholic beverages, provided that such alcoholic beverage is being transported solely for commercial purposes.~~

~~(3) The transportation of any open container of alcoholic beverage in or on any motor vehicle provided that such container is in a compartment of the vehicle not readily accessible to the driver or passengers.~~

~~(4) The transportation of any open container or consumption of alcoholic beverage in or on any motor vehicle duly licensed and operated for hire to transport passengers, such as charter buses, regularly scheduled buses, taxicabs and the separate passenger compartments of~~

~~limousines; provided the operator thereof is not in immediate possession of, or engaged in the consumption of, any alcoholic beverage or open container of alcoholic beverage.~~

~~(5) The operation, for a consideration, of any motor vehicle by an individual duly licensed and supplied by a chauffeur service, either public or private, limousine service, taxicab company or bus company; provided the operator thereof is not in immediate possession of, or engaged in the consumption of, any alcoholic beverage or open container of alcoholic beverage, and is operating the vehicle while under and in the scope of the employment of a chauffeur service, either public or private, limousine service, taxicab company or bus company. The operator must have in his possession evidence of employment by a bona fide chauffeur service, either public or private, limousine service, taxicab company or bus company.~~

~~(e) *Penalty*. Any person found guilty of violating the provisions of this section shall be punished with a fine not to exceed five hundred dollars ($500.00).~~

~~(f) *Enforcement.* It shall be the duty and responsibility of all appropriate law enforcement officers to enforce the provisions of this section.~~

~~(g) *Conformance with county law*. Insofar as any provision of this section shall conflict with or duplicate county law, the provisions of this section shall control.~~

~~**Sec. 16-12. - Operation by persons under sixteen years.**~~

~~Except as otherwise provided by law, it shall be unlawful for any person to operate any motor vehicle over or upon any of the public streets of the town who is less than sixteen (16) years of age. The parents of such child may also be punished for permitting the child to operate the motor vehicle, and any person who rents any such vehicle to any person under such age shall be guilty of violation of this chapter.~~

Section 5. 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 6. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. Codification. Sections 2 and 3 of the Ordinance may be made a part of the Town Code of Ordinances and may be re-numbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section," "division," or any other appropriate word.

Section 8. **Effective Date**. This Ordinance shall be effective forty-five (45) days after adoption.

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

Mayor Natasha Moore	____
Vice Mayor David Stern	____
Commissioner Judith Goldberg	____
Commissioner Don Peters	____
Commissioner Jason Chudnofsky	____

PASSED on first reading at the Regular Commission meeting held on this _____ day of _____, 2026.

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

Mayor Natasha Moore	____
Vice Mayor David Stern	____
Commissioner Judith Goldberg	____
Commissioner Don Peters	____
Commissioner Jason Chudnofsky	____

PASSED AND ADOPTED on second and final reading at the Regular Commission meeting held on this _____ day of _____, 2026.

_____
Natasha Moore, Mayor

ATTEST:

REVIEWED FOR LEGAL SUFFICIENCY

_____
Lanelda Gaskins, MMC
Town Clerk

_____
Leonard G. Rubin, Town Attorney
Town of Highland Beach

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, ESTABLISHING THE "MICROMOBILITY DEVICE ORDINANCE;" PROVIDING FOR A TITLE; PROVIDING FOR DEFINITIONS; PROVIDING FOR APPLICABILITY; PROVIDING FOR OPERATION REGULATIONS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF LAWS AND ORDINANCES; PROVIDING FOR CAPTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County, Florida ("County") is a charter county duly organized and existing under the laws of the State of Florida, having authority to adopt ordinances pursuant to Article VIII, Section 1 of the Florida Constitution and Chapter 125, Florida Statutes; and

WHEREAS, Section 316.006(2)(a), Florida Statutes, vests municipalities with jurisdiction to control traffic over all streets and highways located within their boundaries, except state roads; and

WHEREAS, Section 316.006(2)(c), Florida Statutes, provides that a municipality may, by interlocal agreement with the County, agree to transfer traffic regulatory authority over areas within the municipality to the County; and

WHEREAS, Section 316.006(3)(a), Florida Statutes, vests the County with traffic control jurisdiction over all streets and highways located within County's boundaries, except state roads, and the streets and highways specified in Section 316.006(2);

WHEREAS, pursuant to Section 316.006(2)(c), Florida Statutes, and those certain interlocal agreements, certain municipalities within the County transferred traffic regulatory authority to the County over designated roads and signalized intersections; and

WHEREAS, the County has the authority, pursuant to Section 316.2128, Florida Statutes, to adopt an ordinance governing the operation of micromobility devices and motorized scooters on streets, highways, sidewalks, and sidewalk areas under the County's jurisdiction; and

WHEREAS, pursuant to Section 316.20655, Florida Statutes, as amended, the County is authorized to adopt an ordinance governing the operation of electric bicycles on streets, highways, sidewalks, and sidewalk areas under the County's jurisdiction; and

WHEREAS, Section 316.008, Florida Statutes, provides for powers of local authorities with respect to streets and highways under their jurisdiction, consistent with Florida Law; and

WHEREAS, the Board of County Commissioners (BCC) finds that the increasing use of nonhuman-powered micromobility devices, motorized scooters and electric bicycles on streets and highways presents safety risks to operators and all other users of the road rights-of-way, sidewalks, and bicycle paths throughout the County; and

WHEREAS, the BCC finds it necessary and in the interest of public health, safety, and welfare to establish regulations governing the operation of nonhuman-powered micromobility devices, including minimum age, and identification requirements; and

WHEREAS, the BCC has conducted a duly noticed public hearing to consider this Ordinance in accordance with Section 125.66, Florida Statutes

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, THAT:

Section 1. Title

This Ordinance shall be titled the Micromobility Device Ordinance.

Section 2. Definitions

The following words, when used in this Ordinance, shall have the meanings respectively ascribed to them in this section, except where the context otherwise requires. Where not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, "any" includes "all," "and" includes "or." The words "shall" and "will" are mandatory, and "may" is permissive. Words not otherwise defined shall be construed to mean the common and ordinary meaning.

(1) "Bicycle" means every vehicle propelled solely by human power, having two tandem wheels, and including any device generally recognized as a bicycle though equipped with two front or two rear wheels. The term does not include a scooter or similar device.

(2) "Bicycle Lane" means any portion of a roadway or highway which is designated by pavement markings and signs for preferential or exclusive use by bicycles.

(3) "Bicycle Path" means any road, path, or way that is open to bicycle travel, which road, path, or way is physically separated from motorized vehicular traffic by an open space or by a barrier and is located either within the highway right-of-way or within an independent right-of-way.

(4) "County" means Palm Beach County, Florida, a political subdivision of the State of Florida.

(5) "County Engineer" means the County Engineer of Palm Beach County or his or her designee.

(6) "Electric Bicycle" means a bicycle or tricycle equipped with fully operable pedals, a seat or saddle for the use of the rider, and an electric motor of less than 750 watts which meets the requirements of one of the following three classifications:

(a) "Class 1 electric bicycle" means an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the electric bicycle reaches the speed of 20 miles per hour.

(b) "Class 2 electric bicycle" means an electric bicycle equipped with a motor that may be used exclusively to propel the electric bicycle and that ceases to provide assistance when the electric bicycle reaches the speed of 20 miles per hour.

(c) "Class 3 electric bicycle" means an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the electric bicycle reaches the speed of 28 miles per hour.

(7) "Electric Personal Assistive Mobility Device (E-PAMD)" means any self-balancing, two-nonrandom-wheeled device, designed to transport only one person, with an electric propulsion system with average power of 750 watts (1 horsepower), the maximum speed of which, on a paved level surface when powered solely by such a propulsion system while being ridden by an operator who weighs 170 pounds, is less than 20 miles per hour. Electric personal assistive mobility devices are not vehicles as defined in Chapter 316, Florida Statutes.

(8) "Jurisdiction" means jurisdiction to control traffic, as provided in Section 316.006 and Section 316.008, Florida Statutes, and jurisdiction over a bicycle path, multiuse path, or trail network, as provided in Section 316.20655, Florida Statutes, as may be amended.

(9) "Micromobility device" means a motorized transportation device designed for individual use which is typically 20 to 36 inches in width and 50 pounds or less in weight and which operates at a speed of typically less than 15 miles per hour but no more than 28 miles per hour. This term includes both a human-powered and nonhuman-powered device such as a bicycle, electric bicycle, motorized scooter, or any other device that is owned by an individual or part of a shared fleet.

(10) "Motorized scooter" means any vehicle or micromobility device that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three wheels, and which is not capable of propelling the vehicle at a speed greater than 20 miles per hour on level ground. The term does not include an electric bicycle.

(11) "Nonhuman-Powered Micromobility Device" means a Micromobility device equipped with a motor, regardless of whether the motor is in use by the Operator. The term includes, but is not limited to, an Electric Bicycle and Motorized Scooter. The term does not include a Bicycle.

(12) "Operator" means any person who is in control of a micromobility device, motorized scooter, or electric bicycle while it is being operated on streets, highways, and sidewalks under the County's traffic control jurisdiction and has all the rights and duties applicable to a bicycle rider under Section 316.2065, Florida Statutes.

(13) "Participating Municipality" means a municipality that has entered into an interlocal agreement with the County pursuant to Section 316.006(2)(c), Florida Statutes, transferring traffic regulatory authority and related duties over areas within the municipality to the County.

(14) "Pedestrian" means any person afoot.

(15) "Person" means any natural person, firm, copartnership, association, or corporation.

(16) "Prohibited Area" means a specifically designated segment of a sidewalk or bicycle-use path where the operation of micromobility devices is prohibited, as determined and designated by the County Engineer based on safety and engineering judgment criteria. Such criteria may include, but are not limited to, pedestrian volume, sight distance limitations, path width, crash history, proximity to schools, and other conditions that present an elevated risk to pedestrian or operator safety. A Prohibited Area shall be identified by posted signage in accordance with Section 4 of this Ordinance.

(17) "Sidewalk" means that portion of a street between the curbline, or the lateral line, of a roadway and the adjacent property lines, intended for use by pedestrians.

(18) "Vehicle" means every device in, upon, or by which any person or property is or may be transported or drawn upon a street or highway, except personal delivery devices, mobile carriers, and devices used exclusively upon stationary rails or tracks.

Section 3. Applicability

(1) Except as provided in subsection (2), this Ordinance shall be applicable where the County has Jurisdiction, including within municipal boundaries of Participating Municipalities.

(a) to the extent a Participating Municipality desires to opt out of this Ordinance and regain traffic control jurisdiction transferred to the County, the Participating Municipality and the County may amend and/or terminate the parties' interlocal agreement pursuant to Section 316.006(2)(c), Florida Statutes.

(2) This Ordinance shall not apply to:

(a) Law enforcement or emergency personnel performing official duties;

(b) Authorized government operations, meaning the official use of Micromobility Devices by employees or contractors of a federal, state, or local government agency while performing duties within the scope of their employment or contract, including but not limited to code enforcement, parks maintenance, public works inspection, and law enforcement patrol;

(c) E-PAMDs used by Persons with disabilities as defined by the Americans with Disabilities Act.

(d) Operators in any municipal park, or County Park, as defined in Palm Beach County Code Chapter 21, Article II, Section 21-18.

Section 4. Operation Regulations

(1) No Person shall operate a Nonhuman-Powered Micromobility Device:

(a) in a manner that interferes with the safe movement of Pedestrians, cyclists, or Vehicles, or that causes or creates a risk of harm to Persons or property;

(b) in a manner that intentionally causes any wheel to lose contact with the ground surface;

(c) on a Sidewalk, Bicycle Lane, Bicycle Path, or any area designated for Pedestrian use at a speed greater than 15 miles per hour (15 mph);

(d) on a Sidewalk, Bicycle Lane, Bicycle Path, or any area designated for Pedestrian use at a speed greater than ten miles per hour (10 mph) if a Pedestrian is within fifty (50) feet of the Micromobility Device;

(e) upon a roadway outside of the Bicycle Lane or Bicycle Path;

(f) on a Sidewalk or Bicycle Path within a Prohibited Area. The County Engineer shall identify the Prohibited Area with posted signage;

(g) who is under the age of fourteen (14) years.

(2) Prior to designating a Prohibited Area within a municipal boundary, the County Engineer shall consult with the municipality.

(3) The Operator shall possess a government-issued photographic identification while operating a Nonhuman-Powered Micromobility Device. An Operator's failure to produce identification shall not constitute an independent basis for a stop or detention but may be enforced as a noncriminal infraction upon a lawful stop for an observed violation of this Ordinance or applicable state law.

Section 5. Enforcement

(1) This Ordinance shall be enforced by the Palm Beach County Sheriff's Office and other law enforcement agencies, as permitted by law.

(2) A violation of this Ordinance is punishable by a civil citation in an amount commensurate with the penalty for a pedestrian violation as provided in Chapter 318, Florida Statutes and Section 316.2065, Florida Statutes. The procedures provided in Chapter 318, Florida Statutes, apply to the disposition of the civil citation.

(3) After issuing the civil citation, the law enforcement officer shall deposit the original and one copy of the civil citation with the County Court in and for the Fifteenth Judicial Circuit (County Court).

(4) The County Court shall hear the charge of the Ordinance violation pursuant to the issuance of the civil citation. Any person so charged may contest the civil citation in the County Court.

(5) The provisions of this Section are additional and supplemental means of enforcing the Ordinance. Nothing contained in this Ordinance shall prohibit the County from enforcing its codes or ordinances by any other means.

Section 6. Repeal of Laws in Conflict

Except as provided in Section 7, all local laws and ordinances in conflict with any provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 7. Savings Clause.

Notwithstanding anything to the contrary, all provisions of Palm Beach County Code Section 21-16 through 21-60, codifying Palm Beach County Ordinance No. 04-022, as amended, are specifically preserved and remain in full force and effect.

Section 8. Severability

If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by a Court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this Ordinance.

Section 9. Inclusion in the Code of Laws and Ordinances

The provisions of this Ordinance shall become and be made a part of the Palm Beach County Code of Ordinances. The sections of this Ordinance may be renumbered or re-lettered to accomplish such, and the word Ordinance may be changed to section, article, or other appropriate word.

Section 10. Captions

The captions, section headings, and section designations used in this Ordinance are for convenience only and shall have no effect on the interpretation of the provisions of this Ordinance.

Section 11. Effective Date

The provisions of this Ordinance shall become effective upon filing with the Department of State.

APPROVED AND ADOPTED by the Board of County Commissioners of Palm Beach County, Florida, on this _____ day of _____, 2026.

SHANNON RAMSEY-CHESSMAN, CLERK OF THE CIRCUIT COURT & COMPTROLLER AD INTERIM	**PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS**
By: _____ **Deputy Clerk**	**By:** _____ **Sara Baxter, Mayor**
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	**APPROVED AS TO TERMS AND CONDITIONS**
By: _____ **Assistant County Attorney**	**By:** _____ **CJC Executive Director**

EFFECTIVE DATE: Filed with the Department of State on the _____ day of _____, 2026.

File Attachments for Item:

A. Discussion of Proposed Ordinance Modification regarding Maximum Building Height.

TOWN OF HIGHLAND BEACH
AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting

MEETING DATE October 20, 2026

SUBMITTED BY: Town Manager's Office

SUBJECT: Maximum Building Height – Ordinance Modification

Background and Issue

It has recently come to my attention through staff review, and has been confirmed through discussions with the Town Attorney, that language within Chapter 30 of the Town Code governing the measurement of maximum building height may unintentionally prohibit or significantly restrict construction practices that have historically been permitted within the Town.

The issue primarily affects properties located east of State Road A1A, although it may also affect properties west of A1A, particularly multifamily development as the current language hasn't limited construction of single family homes.

The concern centers on Note (2) to Table 30-2 (Exhibit A), which states:

> *"Maximum building height does not include permitted area for non-usable space permitted below finished floor elevation."*

The difficulty with this provision is that the Zoning Code does not define "non-usable space." Instead, the Code defines "Usable Space" as:

> *"an enclosed or unenclosed area, whether or not air conditioned, for such accessory, non-sleeping residential uses as private garage, personal storage, clothes washing/drying, etc., including a bathroom with a sink, toilet, and shower."*

When these two provisions are read together, the current language creates an unintended result. Because private garages, storage areas, laundry areas and similar non-sleeping areas are expressly defined as usable space, they do not appear to qualify for the building-height exclusion applicable to "non-usable space."

Impact East of A1A

This issue is most pronounced for properties east of A1A. Under a strict reading of the current language, private garages and other non-sleeping residential areas located below the required finished floor elevation would potentially have to be included in calculating maximum building height.

That interpretation is inconsistent with the manner in which the Town has historically administered its building-height requirements. For approximately the past two decades, these lower-level areas have not been treated as part of the maximum building height in this manner. Application of the current language therefore has the potential to materially restrict construction practices that have historically been accepted within the Town.

Historical Zoning Code

A review of the Zoning Code adopted on July 25, 2000 provides important context and suggests that the present language may not fully reflect how these provisions were originally intended to work.

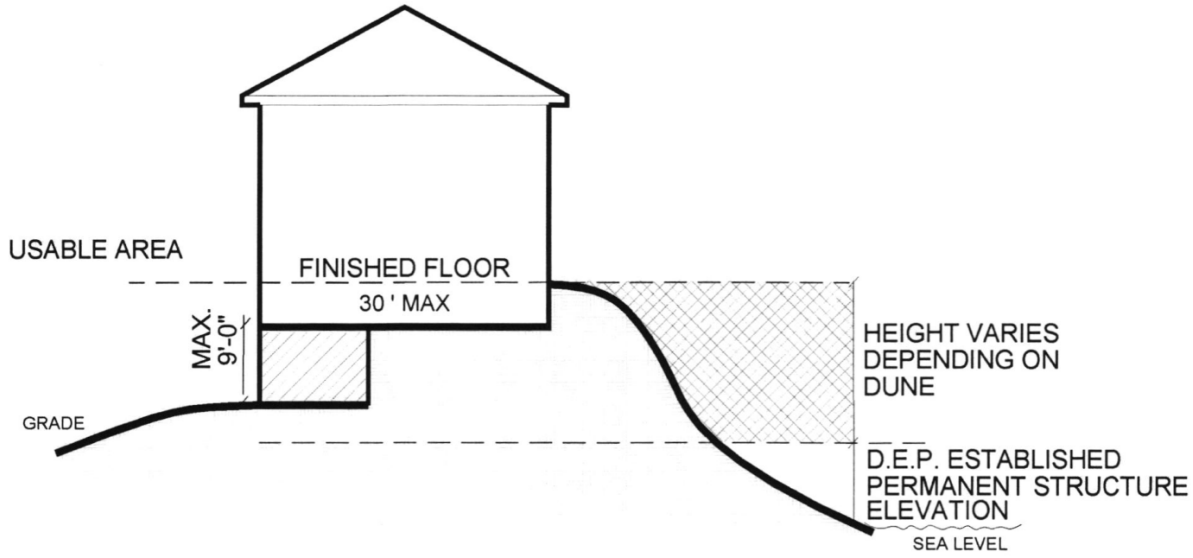
The 2000 Code, which is still in effect (although modified in part since adoption), contained a specific section entitled “Finish Floor Elevation, Building Height, and Exceptions to Building Height.” For properties west of A1A, it established the minimum usable finished floor elevation based upon the higher of the applicable FEMA flood elevation or 18 inches above the average elevation of the centerline of the roadway, subject to any higher DEP or FEMA requirement.

For properties east of A1A, the Code established the finished floor elevation based upon the storm-related elevation determined by DEP and specifically provided: *“The area below the finished floor elevation shall not be used for sleeping purposes.”*

Importantly, the Code then expressly addressed garages located below the finished floor elevation. It established a maximum distance from the garage floor to the garage ceiling and a maximum separation between that ceiling and the finished floor elevation of the habitable or similar usable area above. It also expressly contemplated that the garage finished floor would be constructed below the applicable flood/finished-floor elevation.

Figure 30-5, further illustrated this arrangement. The figure depicts the finished floor and usable area above the lower portion of the structure and demonstrates how building height was intended to be measured in relation to the established finished floor elevation.

FIGURE 30-5
Finished Floor Elevation & Building Height



Thus, the historical Code appears to have expressly contemplated construction below the finished floor elevation, including garage space, while measuring the permitted building height from the established finished floor elevation.

Subsequent Code Changes

This historical language was subsequently removed from the Zoning Code in 2021 (Exhibit B.) Some of the provisions were outdated, particularly those establishing specific dimensional limitations associated with garages. However, removal of the entire section also eliminated language and illustrations that provided important context regarding the relationship between finished floor elevation, lower-level garage/non-sleeping areas, and maximum building height.

The resulting language now creates an apparent internal inconsistency: Table 30-2 excludes only “non-usable space” below finished floor elevation from maximum building height, while the Code's definition of “usable space” expressly includes garages, storage, laundry and similar non-sleeping residential areas.

2000 Adoption History

The legislative history surrounding adoption of the 2000 Zoning Code also provides useful context. The July 25, 2000 Town Commission minutes (Exhibit C) indicate that allowable building height for single-family units had previously been the subject of discussion by both the Planning Board and Town Commission.

Of additional significance, immediately before adoption, the Town Attorney recommended that the approval motion expressly authorize staff to “correct obvious errors in the text, i.e., typing mistakes, etc.” The Commission incorporated that authorization into its motion and unanimously adopted the amended Chapter 30.

While the historical record does not establish that the current inconsistency was itself an error, the combination of the detailed finished-floor provisions, Figure 30-5, the definition of usable space, and the discussion surrounding building height raises a reasonable question as to whether the reference to “non-usable space” in Note (2) was intended to operate as it does under a strict reading today.

Properties West of A1A

The potential impact west of A1A requires additional analysis because the effect may differ between single-family and multifamily development. The 2000 Code separately established minimum usable finished floor elevations for properties west of A1A, demonstrating that the relationship between flood elevation, finished floor elevation and building height was contemplated for development on both sides of A1A. A concern is that a simple universal language correction to address both sides could result in taller homes in the single-family zoning district (e.g. Bel Lido.) One such solution would be to change the definition of “usable space” to “non-usable” with the same language; which while simple, could result in taller structures within the single-family district without careful review.

Accordingly, any amendment should not be limited solely to properties east of A1A without first evaluating whether similar clarification is necessary for single-family and multifamily properties west of A1A.

ATTACHMENTS:

Exhibit A – Table 30-2 including Note (2)

Exhibit B – Finished Floor Provisions and Building Height Language for Properties East and West of A1A (Removed in 2021)

Exhibit C – Town Commission Meeting minutes July 25, 2000

Exhibit D – Email Communications

RECOMMENDATION:

The current language creates a legitimate concern regarding the administration of the Town's maximum building-height regulations and appears capable of producing results inconsistent with longstanding construction practices and the historical structure of the Zoning Code.

At this stage, the Town Manager's Office is not recommending a specific amendment or predetermined solution. Rather, if the Town Commission concurs that the issue warrants further review, I recommend that the Commission direct staff to forward the matter to the Planning Board for review and recommendation as a potential amendment to Chapter 30.

The Planning Board's review should focus on clarifying the relationship between maximum building height, finished floor elevation, garages and other non-sleeping areas below the finished floor elevation, while preserving the Town Commission's established maximum building-height limitations.

Exhibit A

Table 30-2 including Note (2)
Zoning Code

Sec. 4. Property Development Regulations

Dimensional requirements for all zoning districts, including standards for lots, setbacks, building height, building width, building length, and maximum lot coverage are established in Table 30 - 2.

(a) Compliance.

All buildings and structures shall comply with the requirements of Table 30 - 2.

TABLE 30 - 2.
Property Development Regulations

ZONING DISTRICT	Residential Estate (RE)	Residential Single Family (RS)	Multiple Family - Low Density (RML)	Multiple Family - Medium Density (RMM)	Multiple Family - High Density (RMH)	Government Service District (GSD)
MAX. DENSITY	1.45 units/acre	4.35 units/acre	6.0 units/acre	12 units/acre	16 units/acre	N/A
MIN. LOT AREA						TBD
■SFD	30,000 Sq. Ft. per unit	10,000 Sq. Ft. per unit	8,000 Sq. Ft. per unit	8,000 Sq. Ft. per unit	8,000 Sq. Ft. per unit	N/A
■2FD	N/A	N/A	6,000 Sq. Ft. per unit	6,000 Sq. Ft. per unit	6,000 Sq. Ft. per unit	N/A
■MFD	N/A	N/A	7,260 Sq. Ft. per unit	3,630 Sq. Ft. per unit	2,722 Sq. Ft. per unit	N/A
MIN. LOT WIDTH						TBD
■SFD	80 feet	80 feet	80 feet	80 feet	80 feet	N/A
■2FD	N/A	N/A	80 feet	80 feet	80 feet	N/A
■MFD	N/A	N/A	100 feet	100 feet	100 feet	N/A
MIN. FRONT SETBACK						TBD
■1 Story	25 feet	25 feet	25 feet	25 feet	25 feet	TBD
■2 Story	25 feet	25 feet	25 feet	25 feet	25 feet	TBD
■>2 Story	25 feet	25 feet	25 feet	See Highrise Setback	See Highrise Setback	TBD
■A-1-A	25 feet	25 feet	40 feet	40 feet	40 feet	TBD

ZONING DISTRICT	Residential Estate (RE)	Residential Single Family (RS)	Multiple Family - Low Density (RML)	Multiple Family - Medium Density (RMM)	Multiple Family - High Density (RMH)	Government Service District (GSD)
MIN. SIDE SETBACK						TBD
■1 Story	12 feet	12 feet	12 feet	12 feet	12 feet	TBD
■2 Story	12 feet	12 feet	12 feet	20 feet	20 feet	TBD
■>2 Story	12 feet	12 feet	12 feet	See Highrise Setback	See Highrise Setback	TBD
MIN. REAR SETBACK						TBD
■1 Story	> 20 feet or ocean setback	>20 feet or ocean setback	>20 feet or ocean setback	20 feet	20 feet	Ocean setback
■2 Story	> 20 feet or ocean setback	>20 feet or ocean setback	>20 feet or ocean setback	25 feet	25 feet	TBD
■>2 Story	> 20 feet or ocean setback	>20 feet or ocean setback	>20 feet or ocean setback	>25 feet or Highrise Setback	>25 feet or Highrise Setback	TBD
OCEAN SETBACK	**(1)**	**(1)**	**(1)**	**(1)**	**(1)**	**(1)**
HIGH-RISE SETBACK	N/A	N/A	N/A	See Sec. 5	See Sec. 5	TBD
MAX. LOT COVERAGE	None (6)	None	30%	40%	40%	None
MAX. BLDG. HEIGHT	35 feet **(2)**	35 feet **(2)**	35 feet **(2)**	40 feet **(2)**	50 feet **(2)**	35 feet **(3)**
MAX. BLDG. WIDTH	None	None	100 feet	See Sec. 6	See Sec. 6	None
MAX. BLDG. LENGTH	None	None	None	See Sec. 6	See Sec. 6	None

NOTES.

> Means greater than.
N/A Means Not Applicable.
TBD Means To Be Determined by Town Commission.

(1) Ocean setback to be determined by DEP pursuant to coastal construction control line requirements.

(2) Maximum building height does not include permitted area for non-usable space permitted below finished floor elevation.

(3) Water towers and related structures shall not exceed 150 feet.

(b) Variance from Requirements.

Any variance from the requirements of Table 30 - 2 may occur only upon approval of the Board of Adjustment and Appeals.

Sec. 5. Other Minimum Development Standards.

Other minimum development standards, including minimum floor space per dwelling unit, and minimum ceiling height are established in Table 30 - 3. All dwelling units shall comply with the requirements of this Section unless reduction is size is granted by the Board of Adjustment and Appeals pursuant to Article 3, Section 10.

Table 30 - 3.
Other Minimum Dwelling Unit Standards

Standard	RE	RS	RML	RMM	RMH	GSD
Minimum Dwelling Size	2,500 square feet	1,600 square feet	N/A	N/A	N/A	N/A
1 Bedroom Unit	N/A	N/A	1,400 square feet	1,400 square feet	1,400 square feet	N/A
2 Bedroom Unit	N/A	N/A	1,600 square feet	1,600 square feet	1,600 square feet	N/A
3 Bedroom Unit	N/A	N/A	1,800 square feet	1,800 square feet	1,800 square feet	N/A
Minimum Ceiling Height	8 feet (1)	8 feet (1)	8 feet (1)	8 feet (1)	8 feet (1)	8 feet (1)

Note.

(1) Ceiling height may be reduced by drop ceilings or other installations necessary for utilities.

Sec. 6. Other Requirements.

(a) High-Rise Setbacks.

(1) High-rise setbacks in the RMM and RMH zoning districts are established below and illustrated in Figure 30 - 1.

Exhibit B

Finished Floor Provisions and Building Height Language for Properties East and West of A1A (Removed in 2021)

a. The annual budget and capital improvement program of the Town shall provide for appropriation of funds as may be necessary to carry out the program for the acquisition of land for municipal recreational facilities and open space areas.

b. The funds necessary to acquire lands to meet the existing needs for municipal residential facilities and open space must be provided from a source of revenue other than from amounts deposited in the open space land and recreational land fund.

c. Amounts deposited in the fund shall be expended within a reasonable period of time for the purpose of acquiring and developing land necessary to meet the need for municipal recreational facilities and open space areas created by new development in order to ensure that such recreational facilities or open space areas will be available to and substantially benefit residents of new developments.

(t) Parking or Storage of Major Recreational Equipment and Vehicles.
Major recreational equipment shall not be used for temporary or permanent residential purposes. Parking or storage of major recreational equipment within the Town is prohibited, unless the equipment is parked entirely within an enclosed garage.

(u) Finish Floor Elevation, Building Height, and Exceptions to Building Height.

(1) Determination of finished floor elevation. Finished floor elevation shall be determined as provided herein.

(2) West of SR A1A. For all parcels west of SR A1A, minimum usable finished floor elevation shall be the higher of the following:

a. the flood elevation as determined by the United States Federal Emergency Management Agency (FEMA), or successor agency; or

b. eighteen (18) inches above the average elevation of the centerline of the nearest public or private road providing access to the site, as measured from lot line to lot line of the affected site.

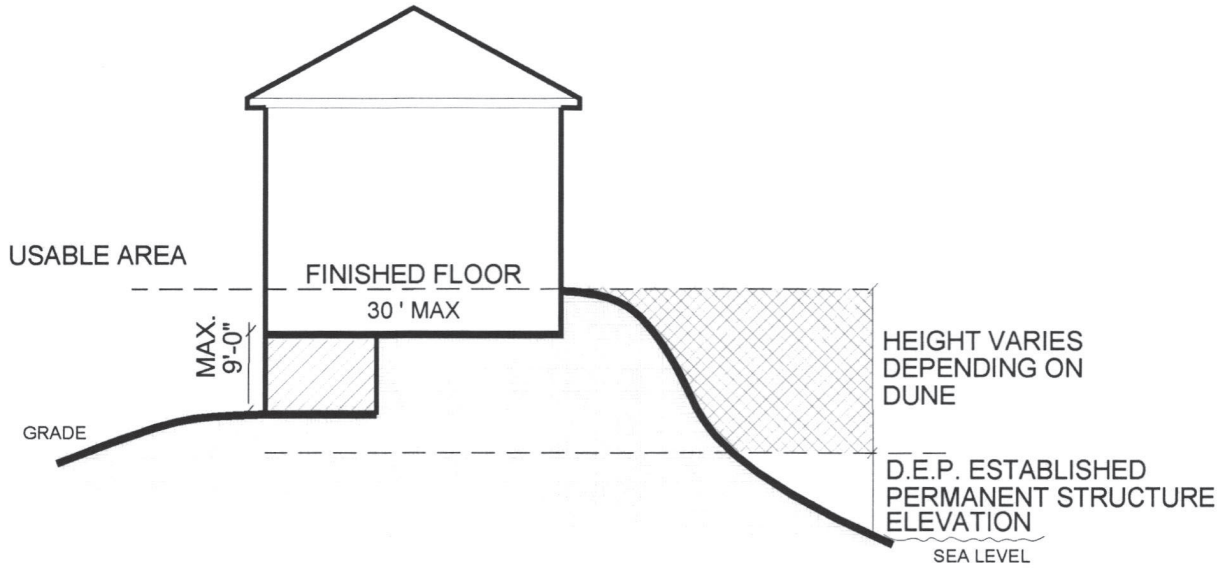
c. If a higher minimum elevation is established by the Florida Department of Environmental Protection (DEP) or FEMA, the higher elevation shall be used by the Town.

(3) East of SR A1A. For all parcels east of SR A1A, finished floor elevation shall be at least the "design breaking wave crest or wave approach as superimposed on the storm surge with dynamic wave setup of a one-hundred year storm" elevation as determined by DEP, as indicated in Figure 30 - 5. The finished floor elevation shall not exceed the average height of the dune on which the structure is to be located. Use of this finished floor elevation shall be consistent with the standards listed below.

a. A building permit shall not be issued by the Town until approval for the finished floor elevation is granted by the Department of Environmental Protection.

b. The area below the finished floor elevation shall not be used for sleeping purposes.

FIGURE 30-5
Finished Floor Elevation & Building Height



c. The maximum distance from the finished floor elevation of the garage floor to the garage ceiling shall be nine (9) feet and the maximum distance between the ceiling and finished floor elevation of the habitable or similar usable area is thirty (30) inches, as provided in Figure 30 - 5.

d. Finished floor elevation for a garage shall be constructed below the greater of the following:

1. the flood elevation as determined by FEMA; or

2. eighteen (18) inches above the average elevation of the centerline of the nearest public or private road providing access to the site, as measured from side lot to side lot line of the affected site.

(4) Exceptions to Building Height. The following exceptions to building height limits for single family dwellings shall be permitted.

a. Exceptions. Exceptions to building heights shall include such functional and nonfunctional architectural features as chimneys, cupolas, towers, dormers, parapet walls, domes, and spires. Mechanical features considered exceptions to height limitations include heating, ventilating, and air conditioning equipment, and flag poles and radio or television antennae.

b. Measurement. Height exceptions shall be measured from that point of a flat or pitched roof utilized to determine building height.

c. Limitations. Height exceptions shall comply with the limitations listed below.

1. Not more than two height exceptions, including elevator housings, shall be allowed on any defined roof line.

2. The size of each architectural height exception, unless otherwise provided herein, shall be limited to a total of four feet by four feet by four feet (4' x 4' x 4') and a maximum volume of 64 cubic feet.

3. The size of height exceptions or architectural features shall not exceed four feet above that point of a flat or pitched roof utilized to determine building height, except as may be required to comply with building codes for functional chimneys or similar features.

4. Parapet walls shall not exceed four (4) feet in height.

5. For single family dwellings, heating, ventilating, air conditioning, and exhaust equipment, and radio or television antenna shall not exceed the height of a parapet wall. In the absence of a parapet wall, such equipment shall be screened in a manner consistent with the architectural style, colors, and materials of the principal structure.

Exhibit C

Town Commission Meeting minutes July 25, 2000

TOWN OF HIGHLAND BEACH

MINUTES OF TOWN COMMISSION MEETING

PUBLIC HEARING/SPECIAL MEETING

Tuesday, July 25, 2000 2:30 P.M.

Mayor Thomas J. Reid called the second advertised Public Hearing/Special Meeting to order in Commission Chambers at 2:30 P.M. advising its purpose was to receive public input on the final draft of amended zoning code (Chapter 30) and consider adoption of same:

> AN ORDINANCE OF THE TOWN OF HIGHLAND BEACH, FLORIDA, ADOPTING A ZONING CODE, AFFIRMING THE OFFICIAL ZONING MAP OF THE TOWN, WHICH WAS PREVIOUSLY ADOPTED, AND PROVIDING FOR CODIFICATION.

Town Clerk Doris Trinley called the roll. The Mayor, Vice Mayor Michael W. Hill, and Commissioners John J. Sorrelli, Paul R. Kane and Robert L. Lowe were present.

Town Attorney Thomas E. Sliney, Planning Consultant Marty Hodgkins, and Building Official Bob Dawson were also present, as were members of the general public; Town Manager Ben Saag was absent.

Attorney Sliney requested the Clerk to give final reading to the ordinance, which was done. It was also noted for the record that the first reading was July 5 and it was published on July 14.

There were no public comments.

The Mayor and Commissioners Sorrelli, Kane and Lowe had no comments.

Vice Mayor Hill suggested a revision of text to Section 8/Supplemental District Regulations/"P" ('Roof Overhangs'); (1) 'Permitted overhangs' as follows:

> ".....In addition, overhangs for bay windows, canopies, awnings, chimneys, and similar features may extend not more than four feet ~~into~~ over setbacks or yards. ....."

After some discussion, and on advice of Attorney Sliney that this did not represent a substantive change, it was the consensus that the text be amended to include the Vice Mayor's request.

When asked by the Mayor for his comments, Planning Board Chairman Al Bresnahan replied that except for allowable building height for single family units, which was previously addressed by the Planning Board and the Commission, the Planning Board recommended adoption of the code as presented in the final draft.

It was noted that all references to the Community Appearance Board were eliminated in this proposed ordinance amending Chapter 30 (Zoning); however, Attorney Sliney advised that because it is identified in Chapter 2 of the Town Code (Administration, Article IV, Section 2-76), and the likelihood that references to it may be found in other chapters as well, an amendment to Town Code would be necessary to dissolve the Community Appearance Board.

Before the vote was taken, Attorney Sliney advised it would be prudent to include in the Motion that Staff be given the authority to correct obvious errors in the text, i.e., typing mistakes, etc.

MOTION was then made by **COMMISSIONER SORRELLI/VICE MAYOR HILL,** to include Attorney Sliney's suggestion regarding obvious errors, that the proposed ordinance amending Chapter 30 be approved. Motion was followed by unanimous favorable roll call vote.

There being no further business to come before the Commission at this time, Mayor reid adjourned the advertised Public Hearing/Special Meeting at 2:50 P.M. upon **MOTION** by **COMMISSIONER SORRELLI/COMMISSIONER KANE.**

dmt

APPROVE:

Thomas J. Reid, Mayor

Michael W. Hill, Vice Mayor

John J. Sorrelli, Commissioner

Paul R. Kane, Commissioner

ABSENT
Robert L. Lowe, Commissioner

ATTEST:

DATE: 9/6/00

EXHIBIT D

Email Communications

From: Jeffrey
To: Marshall Labadie
Subject: "Usable Space" and "Nonusable Space" in Chapter 30
Date: Saturday, October 3, 2026 11:35:54 AM

Re: "Usable Space" and "Nonusable Space" in Chapter 30

Dear Marshall:

Thank you for bringing the "usable space" provision in Chapter 30 to my attention. After comparing that definition with Table 30-2, I believe the Code contains a **self-evident drafting inconsistency**.

Table 30-2 states:

"Maximum building height does not include permitted area for nonusable space permitted below finished floor elevation."

Yet Chapter 30 does not appear to define **"nonusable space."**

Instead, §30-131 defines **"usable space"** as an enclosed or unenclosed area used for accessory, nonsleeping residential purposes such as a private garage, personal storage, clothes washing and drying, and a bathroom.

When read together, these two provisions suggest that the prefix "non-" was inadvertently omitted from the definition of "usable space." My understanding is that Florida law calls for related provisions to be read together and, where possible, interpreted in a way that gives meaning to both.

The Code therefore uses **"nonusable space"** where the term matters, but provides no definition. At the same time, it defines **"usable space"** in a manner that appears to describe exactly the type of accessory, nonsleeping space contemplated by Table 30-2.

The straightforward explanation appears to be that the prefix **"non"** was inadvertently omitted from the definition and that it was intended to read:

"Nonusable space means…"

With that prefix restored, the provisions fit together. Table 30-2 uses the defined term **"nonusable space,"** and §30-131 explains what that space consists of: garages, storage, laundry, and similar accessory, nonsleeping areas.

For many years, the Town has applied these provisions by excluding qualifying accessory, nonsleeping space below the finished floor elevation from maximum building height. That longstanding practice is consistent with the reading I am suggesting.

The length of time this wording has been in the Code does not resolve the apparent drafting inconsistency. Whether the prefix "non-" was omitted recently or many years ago, the same inconsistency remains.

Without that reading, some very basic questions arise. What is the **"nonusable space"**

expressly referred to in Table 30-2? What spaces qualify for the height exclusion? And why would the Code define **"usable space"** as accessory, nonsleeping space such as garages and storage while leaving **"nonusable space"** undefined?

You also mentioned to me that, because of this inconsistency, **nothing could presently be built**. My understanding is just the opposite.

The fact that a zoning provision contains an ambiguity or an apparent drafting error does not, as I understand Florida law, create a prohibition that is not actually stated in the Code. My understanding is that when zoning language is unclear, and there is no definition or clear contrary intent, it is generally interpreted in favor of the property owner rather than used to impose a more restrictive limitation.

In other words, the absence of a definition for **"nonusable space"** should not transform Table 30-2 into a prohibition against construction. Table 30-2 itself expressly contemplates **permitted nonusable space below the finished floor elevation** and expressly excludes that space from maximum building height. **The uncertainty concerns the definition of that space, not whether the Code permits such space to exist at all.**

Of course, a proposed building would still have to comply with every other applicable Town, state, and federal requirement. But I do not see how this particular wording inconsistency, standing alone, could reasonably mean that otherwise permissible construction must stop until the Town decides what the missing definition means.

To me, the more straightforward reading is that **the prefix "non-" was simply omitted from the definition of "usable space."** That interpretation gives meaning to both provisions, defines the term actually used in Table 30-2, and avoids turning an apparent drafting inconsistency into a new restriction on property owners.

I would appreciate your thoughts after you have had an opportunity to review the two provisions together again.

Thank you again for bringing this to my attention.

Sincerely,

Jeffrey

From: Joe DiMauro
To: Marshall Labadie
Cc: JSD BUILDERS, INC.
Subject: Residential building height oceanfront properties
Date: Thursday, October 1, 2026 10:15:29 AM

Marshall,

On behalf of the owners located at 4023 South Ocean Blvd Giles family could you please bring up at the next commission meeting the issue with maximum building height as it is written today in your codes. More specifically which pertains to the Giles Residence property and all properties east of AIA , ocean front residential properties.

Thank you,

Joseph DiMauro
President
JSD Builders, Inc.

From: darrin seadarbuilders.com
To: Marshall Labadie; JSD BUILDERS, INC.
Subject: Building Height
Date: Wednesday, September 30, 2026 4:08:29 PM

Marshall,

Thank you for taking the time to meet with us today.

On behalf of the owners of 4023 S. Ocean Blvd., we would appreciate it if you could bring the issue of maximum building height before the Town Commission and Planning Board so that we can obtain clarity and, potentially, revise the language in the building code regarding how maximum building height is measured.

I also reviewed how other municipalities measure maximum building height. Jeff's comment that most cities measure from the Base Flood Elevation (which he referred to as the Design Flood Elevation, or DFE) is only partially correct. For example, both Delray Beach and Hillsboro Beach measure maximum building height from the crest or average dune elevation, which we believe is the more appropriate method. Hillsboro Beach also provides a useful example of how regulations can distinguish between properties located east and west of A1A.

I hope this information is helpful as the Town considers this issue. Please let us know if there is anything further we can provide to assist in the discussion.

Thank you for your consideration.

Delray Beach Code below

Property IN a FEMA Flood Hazard Area (AE, VE, etc.)

The base building elevation is the higher of:

1. The FEMA/Flood Code required flood elevation (plus up to 12 inches of freeboard), or
2. The average crest of the dune on the property (for applicable coastal properties).

In **Hillsboro Beach**, the point from which maximum building height is measured depends on which side of **State Road A1A** the property is located:

- **East of A1A (ocean side):** Building height is measured from the **average dune elevation** to the highest point of the roof.
- **West of A1A (Intracoastal side):** Building height is measured from the **average**

roadway crown elevation of A1A adjacent to the property to the highest point of the roof.

For single-family residential properties, the typical maximum height is **35 feet** above that measurement point.

Thanks,
Darrin Dunlea

SEADAR BUILDERS

3850 NW 2nd Avenue, Suite 23
Boca Raton, FL 33431
Darrin@seadarbuilders.com
C: (561)756-2568
O: (561)416-7309

File Attachments for Item:

B. Approve and authorize the Mayor to execute the Florida Inland Navigation District (FIND) Waterways Assistance Grant Program Project Agreement (Project No. PB-HB-26-242) to provide funding for Phase 2 construction of the Highland Beach Police Department Safety Dock Project.

TOWN OF HIGHLAND BEACH
AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting

MEETING DATE October 20, 2026

SUBMITTED BY: Skender Coma, Senior Management Analyst

SUBJECT: Execute Florida Inland Navigation District (FIND) Grant Agreement

SUMMARY:

The Town has been awarded a Phase II Waterways Assistance Program Grant from the Florida Inland Navigation District (FIND) for construction of the proposed Police and Fire Rescue marine access facility in the amount of $1,289,708. FIND awarded the Town a $50,000 Phase I Grant for the design of the facility in 2024. This project is currently out to bid and is scheduled to close on 11/12/26.

FISCAL IMPACT:

$1,289,708

ATTACHMENTS:

FIND Grant Agreement

RECOMMENDATION:

Execute grant agreement with FIND.

FLORIDA INLAND NAVIGATION DISTRICT
PROJECT AGREEMENT

PROJECT NO. PB-HB-26-242

This PROJECT AGREEMENT ("AGREEMENT") made and entered into this _____ day of _____, 20____ by and between the Florida Inland Navigation District (hereinafter the "DISTRICT"), and the Town of Highland Beach, (hereinafter the "PROJECT SPONSOR").

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **PROJECT -** Subject to the provisions of this AGREEMENT and Rule 66B-2 of the Florida Administrative Code (a current copy of which is attached as Exhibit "B"), the DISTRICT has approved assistance funding to the PROJECT SPONSOR in furtherance of an approved project ("PROJECT") consisting of the Highland Beach PD Public Safety Dock Ph II. Said PROJECT is more specifically described in the PROJECT SPONSOR'S Waterways Assistance Application, which is on file at the DISTRICT's headquarters.

Any modifications to the PROJECT'S scope of work shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

2. **TERM** - The PROJECT SPONSOR shall not commence work on the PROJECT prior to the execution of this AGREEMENT unless specifically authorized by the DISTRICT Board and **shall complete the PROJECT and submit all required payment reimbursement information on or before September 30, 2028 ("PROJECT PERIOD"),** unless the PROJECT PERIOD has been extended with the prior written approval of the DISTRICT. Any request for an extension of the PROJECT PERIOD shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than 60 days prior to the original expiration date of the PROJECT PERIOD. This request will then be considered by the DISTRICT Board, whose decision shall be final. In no event other than a declared state of emergency that affects the project completion shall the PROJECT be extended beyond September 30, 2029. The PROJECT SPONSOR acknowledges this is the only provision to carry over the DISTRICT assistance funding under this AGREEMENT beyond September 30, 2028, and that any extension of funding beyond this date shall be at the sole discretion of the DISTRICT.

3. **ASSISTANCE AMOUNT** - The DISTRICT shall contribute ("ASSISTANCE AMOUNT") no more than fifty percent (50%) ("MATCHING PERCENTAGE") of the PROJECT SPONSOR'S eligible out-of-pocket costs for completion of this PROJECT ("PROJECT AMOUNT"). Payment of funds by the DISTRICT to the PROJECT SPONSOR (the "ASSISTANCE AMOUNT") will be on a reimbursement basis only, and only for those authorized out of pocket costs as shown in Exhibit A, Project Cost Estimate ("PROJECT COSTS") and meeting the requirements of Section 5 below and shall not, in any event, exceed $1,289,708.00.

Any modifications to the PROJECT's Cost Estimate (Exhibit A) shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

4. **MATCHING FUNDS** - The PROJECT SPONSOR warrants and represents that it has the PROJECT SPONSOR Match Amount (the PROJECT AMOUNT less the ASSISTANCE AMOUNT) available for the completion of the PROJECT and shall, prior to the execution of this AGREEMENT, have provided the DISTRICT with suitable evidence of the availability of such funds using the DISTRICT's Form #95-01 (Exhibit C, Matching Funds Certification) and, upon request, providing the DISTRICT with access to applicable books and records, financial statements, and bank statements.

5. **PROJECT COSTS** - To be eligible for reimbursement under this AGREEMENT, PROJECT COSTS must be necessary and reasonable for the effective and efficient accomplishment of the PROJECT and must be directly allocable thereto. PROJECT COSTS are generally described in Exhibit B, Chapter 66B-2, F.A.C.. PROJECT COSTS must be incurred, and work performed within the PROJECT PERIOD, with the exception of pre-AGREEMENT costs, if any, consistent with Section 6 below, which are also eligible for reimbursement by the DISTRICT.

If the PROJECT SPONSOR receives additional funding for the PROJECT COSTS from another source that was not identified in the original application and that changes the AGREEMENT MATCHING PERCENTAGE, the PROJECT SPONSOR shall proportionately reimburse the DISTRICT's program funds equal to the MATCHING PERCENTAGE in this AGREEMENT. The PROJECT SPONSOR shall promptly notify the DISTRICT of any project payments it receives from a source other than the DISTRICT.

6. **PRE-AGREEMENT COSTS** - The DISTRICT and the PROJECT SPONSOR fully understand and agree that there shall be no reimbursement of funds by the DISTRICT for any obligation or expenditure made prior to the execution of this AGREEMENT unless previously

delineated in Exhibit A, consistent with Exhibit B, and previously approved by the DISTRICT Board during the grant review process.

7. **REIMBURSEMENT PROCEDURES** - PROJECT COSTS shall be reported to the DISTRICT and summarized on the Payment Reimbursement Request Form (Form #25-50) attached as Exhibit D. Supporting documentation including bills and canceled payment vouchers for expenditures shall be provided to the DISTRICT by the PROJECT SPONSOR or LIAISON AGENT with any payment request. All records in support of the PROJECT COSTS included in payment requests shall be subject to review and approval by the DISTRICT or by an auditor selected by the DISTRICT. Audit expenses shall be borne by the PROJECT SPONSOR.

Project funds may be released in installments, at the discretion of the DISTRICT, upon submittal of a payment request by the PROJECT SPONSOR or LIAISON AGENT. The DISTRICT shall retain ten percent (10%) of each installment payment until the completion of the PROJECT.

The following costs, if authorized in the attached Exhibit B, shall be reimbursed only upon completion of the PROJECT to the reasonable satisfaction of the DISTRICT and in accordance with Exhibit B: personnel, equipment, project management, administration, inspection, and design, permitting, planning, engineering, and/or surveying costs. Assuming the PROJECT SPONSOR has otherwise fully complied with the requirements of this AGREEMENT, reimbursement for a PROJECT approved as Phase I project will be made only upon commencement of construction of the PROJECT for which the Phase I planning, designing, engineering and/or permitting were directed, which may or may not involve further DISTRICT funding. Procedures set forth below with respect to reimbursement by the DISTRICT are subject to this requirement of commencement of construction.

The DISTRICT shall have the right to withhold any payment hereunder, either in whole or part, for non-compliance with the terms of this AGREEMENT.

8. **FINAL REIMBURSEMENT** - The PROJECT SPONSOR, upon completion of the PROJECT, shall submit to the DISTRICT a request for final reimbursement of the ASSISTANCE AMOUNT less any prior installment payments. The payment amounts previously retained by the DISTRICT shall be paid upon (1) receipt of the Final Audit report of expenses incurred on the PROJECT by the DISTRICT, (2) full completion of the PROJECT to the reasonable satisfaction of the DISTRICT, (3) submission of Project Completion Certification Form No. 25-45 (Exhibit E), (4) submission of a photograph of the PROJECT showing the sign required by Section 18, and (5) a Final Project Report as described in Exhibit H, Assistance Project Schedule. As part of the documentation accompanying the request for final reimbursement, PROJECT SPONSOR shall provide proof of

payment of all contractors, material suppliers, engineers, architects, and surveyors with whom PROJECT SPONSOR has directly contracted (each a "DIRECT PROVIDER") to provide services or materials for the PROJECT. The final reimbursement amount shall be adjusted as necessary such that neither the total ASSISTANCE AMOUNT nor the MATCHING PERCENTAGE is exceeded. Unless otherwise determined by the DISTRICT, the final reimbursement check shall be presented by a DISTRICT representative to the PROJECT SPONSOR during a public commission meeting or public dedication ceremony for the PROJECT.

9. **RECORDS RETENTION** - The PROJECT SPONSOR shall retain all records supporting the PROJECT COSTS for three (3) years after the end of the fiscal year in which the Final Payment is released by the DISTRICT, except that such records shall be retained by the PROJECT SPONSOR until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the three-year retention period.

10. **DEFAULT AND REMEDIES** – In the event of a breach of any of the terms of this AGREEMENT by the PROJECT SPONSOR, the DISTRICT shall provide written notice to the PROJECT SPONSOR, which shall have sixty (60) days in which to cure the breach. If the PROJECT SPONSOR fails to cure the breach within the cure period, the DISTRICT shall have the right, but not the obligation, to demand that the PROJECT SPONSOR immediately refund the ASSISTANCE AMOUNT to the extent paid. PROJECT SPONSOR shall refund to the DISTRICT the full amount of the ASSISTANCE AMOUNT paid to PROJECT SPONSOR, whereupon this AGREEMENT, and all further rights thereunder, shall be terminated. If the DISTRICT does not demand reimbursement as aforesaid, the DISTRICT may exercise any and all other remedies available at law or in equity. With respect to the PROJECT SPONSOR's obligations under Sections 15, 17, and 20, PROJECT SPONSOR acknowledges that breach by the PROJECT SPONSOR of one or more of its obligations under said sections might cause the DISTRICT to suffer irreparable harm, namely harm for which damages would be an inadequate remedy. PROJECT SPONSOR further acknowledges that the DISTRICT might suffer irreparable harm due to delay if, as a condition to obtaining an injunction, restraining order, or other equitable remedy with respect to such a breach, the DISTRICT was required to demonstrate that it would suffer irreparable harm. The parties therefore intend that if the PROJECT SPONSOR breaches one or more of its obligations under Sections 15, 17, or 20, the DISTRICT, in addition to such other remedies which may be available, shall have the right to seek specific performance and injunctive relief, and for purposes of determining whether to grant an equitable remedy any court will assume that the breach would cause the DISTRICT irreparable harm. The provisions of this section shall survive completion of the PROJECT.

11. **DISTRICT PROJECT MANAGER** - The Executive Director, or his designee, is hereby designated as the DISTRICT's Project Manager for the purpose of this AGREEMENT and shall be responsible for monitoring performance of its terms and conditions and for approving all reimbursement requests prior to payment.

12. **PROJECT SPONSOR'S LIAISON AGENT** - The PROJECT SPONSOR shall appoint a LIAISON AGENT, whose name and title shall be submitted to the DISTRICT upon execution of this AGREEMENT, to act on behalf of the PROJECT SPONSOR relative to the provisions of this AGREEMENT.

13. **STATUS REPORTS -** The PROJECT SPONSOR or LIAISON AGENT shall submit to the DISTRICT project status reports during the PROJECT term. These Quarterly Reports are to be on Form #25-40 (Exhibit F, Assistance Program Project Quarterly Status Report). Project design drawings, engineering drawings, and a copy of the Project bid award construction item cost list will be submitted as available. Photographs shall be submitted when appropriate to reflect the work accomplished. NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit H, Assistance Project Schedule, may result in revocation of this AGREEMENT.

14. **LAWS** - The PROJECT SPONSOR agrees to obtain and to abide by all federal, state, and local permits and proprietary authorizations, and all applicable laws and regulations in the development of the PROJECT. The PROJECT SPONSOR agrees that all PROJECT facilities shall be designed and constructed in compliance with applicable state and federal statutory requirements for accessibility by handicapped persons, as well as all other federal, state and local laws, rules, and requirements.

15. **NON-DISCRIMINATION -** The PROJECT SPONSOR agrees that when completed, the PROJECT shall be readily accessible, on a non-exclusive basis, to the general public of DISTRICT member counties without regard to age, sex, race, physical handicap, or other condition, and without regard to residency of the user in another political subdivision.

16. **PARKING FACILITIES** -Adequate parking shall be made available by the PROJECT SPONSOR to accommodate vehicles for the number of persons for which the PROJECT is being developed.

17. **SITE DEDICATION** – FOR LAND-BASED DEVELOPMENT PROJECTS ONLY. The PROJECT SPONSOR also agrees that the PROJECT site shall be dedicated for the public use for which the PROJECT was intended for a minimum period of thirty-five (35) years from the

completion of the PROJECT, such dedication to be in the form of a deed, lease, management AGREEMENT or other legally binding document. Any change in such dedication shall require the prior approval of the DISTRICT. The PROJECT SPONSOR shall record evidence of such dedication within the Public Records of the County in which the PROJECT is located.

18. **ACKNOWLEDGMENT** – For construction projects, the PROJECT SPONSOR shall erect a permanent sign, approved by the DISTRICT, in a prominent location such as the PROJECT entrance of the completed PROJECT, which shall indicate that the DISTRICT contributed funds for the PROJECT. The wording of the sign required by this section shall be approved by the DISTRICT's staff before construction and installation of said sign. This sign shall contain the DISTRICT logo (Exhibit I) unless otherwise stipulated by the DISTRICT. In the event that the PROJECT SPONSOR erects a temporary construction sign, it shall also indicate the DISTRICT's participation. For all other types of projects, the PROJECT SPONSOR shall acknowledge the DISTRICT where feasible, in concurrence with the DISTRICT staff's recommendations.

19. **PROJECT MAINTENANCE** - When and as applicable, the PROJECT SPONSOR agrees to operate, maintain, and manage the PROJECT for the life of the PROJECT improvements and will pay all expenses required for such purposes. The PROJECT improvements shall be maintained in accordance with the standards of maintenance for other local facilities owned and operated by the PROJECT SPONSOR, and in accordance with applicable health standards. PROJECT facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The PROJECT SPONSOR warrants and represents that it has full legal authority and financial ability to operate and maintain said PROJECT facilities and improvements.

20. **FEES** – Any fees charged for this PROJECT shall be reasonable and the same for the general public of all member counties. The PROJECT SPONSOR must demonstrate that a minimum of fifty percent (50%) of the PROJECT fees will be utilized for project maintenance and improvements throughout the anticipated useful life of a development project or the design life of other project types, as applicable.

21. **SOVEREIGN IMMUNITY** - Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity under Section 768.28, Florida Statutes. The PROJECT SPONSOR acknowledges that the DISTRICT, its employees, commissioners, and agents are solely providing funding assistance for the PROJECT and are not involved in the design, construction, operation, or maintenance of the PROJECT.

22. **INSPECTIONS** - The DISTRICT reserves the right, upon reasonable request, to inspect said PROJECT and any and all records related thereto at any time.

23. **RIGHTS AND DUTIES** - The rights and duties arising under this AGREEMENT shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and shall, unless the context clearly requires otherwise, survive completion of the PROJECT. The PROJECT SPONSOR may not assign this AGREEMENT nor any interest hereunder without the express prior written consent of the DISTRICT.

24. **WAIVERS** - Waiver of a breach of any provisions of this AGREEMENT shall not be deemed a waiver of any other breach of the same or different provision.

25. **NOTICE** - Any notice required to be given pursuant to the terms and provisions of this AGREEMENT shall be in writing, postage paid, and shall be sent by certified mail, return receipt requested, to the DISTRICT or PROJECT SPONSOR at the addresses below. The notice shall be effective on the date indicated on the return receipt.

To the DISTRICT at:

Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477-9498

To the PROJECT SPONSOR at:

Town of Highland Beach
Attention: Police
3614 S Ocean Blvd .
Highland Beach, FL 33487

26. **NO JOINT VENTURE** - The DISTRICT's role with respect to the PROJECT is that of a funding assistance authority only and the DISTRICT is not, and shall not be considered to be, an agent, partner, or joint venturer with the PROJECT SPONSOR.

27. **GOVERNING LAW** - The validity, interpretation, and performance of this AGREEMENT shall be controlled and construed according to the laws of the State of Florida.

28. **TRANSFERENCE** - It is the intent of the DISTRICT to issue this funding assistance to the PROJECT SPONSOR who has made application for this assistance. In the event the PROJECT SPONSOR transfers ownership or management of the PROJECT to a party or parties not now a part of this AGREEMENT, other than another governmental entity that agrees to assume, in writing, PROJECT SPONSOR'S obligation hereunder, the DISTRICT retains the right to full reimbursement

from the PROJECT SPONSOR to the full extent of the funding assistance provided by the DISTRICT including, but not limited to, any costs and reasonable attorney's fees (regardless of whether litigation ensues) incurred by the DISTRICT in collecting said reimbursement.

29. **ENTIRE UNDERSTANDING** - This AGREEMENT, including any exhibits made a part hereof, embodies the entire AGREEMENT and understanding of the parties and supersedes all prior oral and written communications between them. The terms hereof may be modified only by a written amendment signed by both parties hereto.

30. **COUNTERPARTS AND ELECTRONIC SIGNATURES** - This document may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same CONTRACT/AGREEMENT. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed CONTRACT/AGREEMENT upon request.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

FLORIDA INLAND NAVIGATION DISTRICT

By: _____
Executive Director

Date: _____

Town of Highland Beach

By:_____
Title: _____

Date: _____

EXHIBIT A

Waterway Assistance Program FY2026

PROJECT COST ESTIMATE

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	Highland Beach Police Department Public Safety Dock (Phase 2)
Applicant:	Town of Highland Beach

Project Elements *(Please list the MAJOR project elements and provide general costs for each one.)*	**Total Estimated Cost**	**Applicant's Cost** (To the nearest $50)	**FIND Cost** (To the nearest $50)
Mobilization and Site Work	$ 162,858	$ 81,429	$ 81,429
Utility Service Extensions	$ 214,650	$ 107,325	$ 107,325
Pre-Fab Bathroom/Storage Structure	$ 47,250	$ 23,625	$ 23,625
Dock and Elevated Walkway	$ 2,060,158	$ 1,030,079	$ 1,030,079
Survey/Bonds/General Work	$ 94,500	$ 47,250	$ 47,250

****TOTALS =**	$ 2,579,416	$ 1,289,708	$ 1,289,708

EXHIBIT B 2026
CHAPTER 66B-2
WATERWAYS ASSISTANCE PROGRAM

66B-2.001 Purpose
66B-2.002 Forms
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66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects
66B-2.015 Small-Scale Derelict Vessel Removal Projects
66B-2.016 Waterways Cleanup Events

66B-2.001 Purpose.
Recognizing the importance and benefits of inland navigation channels and waterways, as well as noting problems associated with the construction, continued maintenance and use of these waterways, the Florida Legislature created Section 374.976, F.S. This law authorizes and empowers each inland navigation district to undertake programs intended to alleviate the problems associated with its waterways. The purpose of this rule is to set forth the District's policy and procedures for the implementation of an assistance program under Section 374.976, F.S., for local governments, member counties and navigation related districts within the District. This program will be known hereafter as the Florida Inland Navigation District's Waterways Assistance Program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.001.

66B-2.002 Forms.
All forms for the administration of this program are available from the District office located at 1314 Marcinski Road, Jupiter, Florida 33477.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.002.

66B-2.003 Definitions.
The basic terms utilized in this rule are defined as follows:

(1) "APPLICANT" means an eligible governmental agency submitting an application through this program.

(2) "APPLICATION" means a project proposal with the required documentation.

(3) "AUTHORIZED SUBMISSION PERIOD" means the established period for submitting applications to the District.

(4) "BEACH RENOURISHMENT" means the placement of sand on a beach for the nourishment, renourishment or restoration of a beach.

(5) "BOARD" means the Board of Commissioners of the Florida Inland Navigation District.

(6) "DISTRICT" means the Florida Inland Navigation District (FIND).

(7) "ELIGIBLE GOVERNMENTAL AGENCY" means member counties, local governments and navigation related districts within the taxing boundaries of the District.

(8) "ENVIRONMENTAL PERMITS" means those permits, proprietary authorizations, exemptions, or general permits for construction below mean high water line of a navigable waterway required and issued by or on behalf of the U.S. Army Corps of

Engineers, the Florida Department of Environmental Protection, and the South Florida or the St. Johns River Water Management Districts or their successors.

(9) “EXECUTIVE DIRECTOR” means the Executive Director of the Florida Inland Navigation District.

(10) “LIAISON AGENT” means the contact person officially designated to act on behalf of the applicant or the project sponsor.

(11) “LOCAL GOVERNMENTS” means municipalities, cities, or consolidated county governments, which are located within the member counties.

(12) “MARITIME MANAGEMENT PLAN” means a written plan containing a systematic arrangement of elements specifically formulated to identify, evaluate and promote the benefits of eligible waterway accessibility and enjoyment, with consideration and respect to the physical, environmental and economic parameters of the planning area.

(13) “MATCHING FUNDS” means those funds provided by the local sponsor to the project.

(14) “MEMBER COUNTY” means a county located within the taxing boundaries of the District which includes Nassau, Duval, St. Johns, Flagler, Volusia, Brevard, Indian River, St. Lucie, Martin, Palm Beach, Broward and Miami-Dade Counties.

(15) “NAVIGATION RELATED DISTRICTS” means port authorities, inlet districts or any other agency having legally authorized navigation related duties in waterways of the District.

(16) “PRE-AGREEMENT COSTS” means project costs approved by the District Board which have occurred prior to the execution of the project agreement.

(17) “PROGRAM” means the Florida Inland Navigation District Waterways Assistance Program.

(18) “PROGRAM FUNDS” means financial assistance awarded by the Board to a project for release to the project sponsor pursuant to the terms of the project agreement.

(19) “PROJECT” means a planned undertaking consisting of eligible program facilities, improvements or expenses for the use and benefit of the general public.

(20) “PROJECT AGREEMENT” means an executed contract between the District and a project sponsor setting forth mutual obligations regarding an approved project.

(21) “PROJECT MAINTENANCE” means any usual action, activity, expense, replacement, adjustment or repair taken to retain a project or grant item in a serviceable, operational or normal condition, or the routine efforts and expenses necessary to restore it to serviceable or normal condition, including the routine recurring work required to keep the project or grant item in such condition that it may be continuously used at its original or designed capacity and efficiency for its intended purpose.

(22) “PROJECT MANAGER” means the District employee who is responsible for monitoring the performance of the Project and compliance with the project agreement.

(23) “PROJECT PERIOD” means the approved time during which costs may be incurred and charged to the funded project.

(24) “PROJECT SPONSOR” means an eligible governmental agency receiving program funds pursuant to an approved application.

(25) “PUBLIC BUILDING” means a building or facility on government owned property that is owned or operated by a governmental entity, or operated by a third party operator. The building or facility must provide waterway related information, public meeting space, or educational services and be open to members of the public on a continual basis without discrimination.

(26) “PUBLIC MARINA” means a harbor complex used primarily for recreational boat mooring or storage, the services of which are open to the general public on a first come, first served basis without any qualifying requirements such as club membership, stock ownership, or differential in price.

(27) “PUBLICLY OWNED COMMERCIAL OR INDUSTRIAL WATERWAY ACCESS” means any publicly owned area specifically designed to be used for staging, launching, or off-loading by commercial or industrial waterway users on a first come, first served, short-term basis, to gain entry to or from the District’s waterways to serve the infrastructure needs of the District’s waterway users.

(28) “WATERWAYS” means the Atlantic Intracoastal Waterway, the Okeechobee Waterway, the Barge Canal in Brevard County west of the Port Canaveral Locks, those portions of the Dania Cut-Off Canal and the Hillsboro Canal east of the water control structures, all navigable natural rivers, bays, creeks or lagoons intersected by said waterways and all navigable natural creeks, rivers, bays or lagoons entering or extending from said waterways. Solely for the purpose of navigation channel dredging, man-made canals shall be considered eligible waterways provided they are owned by or dedicated to a governmental entity and connect to the Atlantic Intracoastal Waterway.

(29) “WATERWAY RELATED ENVIRONMENTAL EDUCATION” means an interdisciplinary holistic process by which the

learner: develops an awareness of the natural and manmade environments of waterways; develops knowledge about how the environment of the waterways works; acquires knowledge about the technological, social, cultural, political, and economic relationships occurring in waterway related environmental issues; and, becomes motivated to apply action strategies to maintain balance between quality of life and quality of the environment of waterways.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-2-92, 2-6-97, Formerly 16T-2.003, Amended 5-17-98, 3-21-01, 3-20-03, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 3-25-21, 1-26-26.

66B-2.004 Policy.

The following constitutes the policy of the District regarding the administration of the program:

(1) Financial Assistance Eligibility: Financial assistance, support and cooperation may be provided to eligible governmental agencies for approved projects as follows:

(a) Member counties may be provided financial assistance, support or cooperation in planning, acquisition, development, construction, reconstruction, extension, improvement, operation or the maintenance of public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, maritime management plans, and boating safety projects directly related to the waterways.

(b) Eligible local governments may also be provided financial assistance, support and cooperation in planning and carrying out public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, and boating safety projects directly related to the waterways.

(c) Navigation related districts may be provided with financial assistance to pay part of the costs of the planning and acquisition of dredge material management sites if the Board finds that the site is required for the long-range maintenance of the Atlantic Intracoastal Waterway channel. All such sites must meet the development and operational criteria established by the District through a long-range dredge material management plan for that county. Navigation related districts may also be provided with assistance for waterway related access projects, environmental mitigation projects associated with waterway improvement related activities, and inlet management projects if the Board finds that the project benefits public navigation in the Atlantic Intracoastal Waterway. All navigation related districts shall contribute at least equal matching funds to any District financial assistance provided. Seaports may also be furnished assistance and support in planning and carrying out environmental mitigation projects. All seaport projects shall benefit publicly maintained channels and harbors. Each seaport shall contribute matching funds for funded projects.

(d) Eligible projects shall include the acquisition and development of public boat ramps and launching facilities, including those in man-made, navigable waterways contiguous to “waterways” as defined in Rule 66B-2.003, F.A.C.

(2) Notification: The District will notify by direct mail, email and/or advertised public notice all eligible governmental agencies of the program and the upcoming authorized submission period.

(3) Project Approval: Approval of projects by the District shall be in accordance with these rules.

(4) Project Accessibility: Facilities or programs funded in whole or in part by program funds shall be made available to the general public of all of the member counties on a non-exclusive basis without regard to race, color, religion, age, sex or similar condition. Additionally, facilities funded in whole or in part by program funds, shall not require a paid membership for the general public of all of the member counties as a condition to use the facilities. User or entrance fees may be charged for the use of facilities funded in whole or in part by program funds, however such fees shall be reasonable and shall be the same for the general public of all of the member counties.

(5) Waterway Impacts: All development projects must be designed so as not to impact navigation along the District’s waterways through the placement of structures, attendant uses, or the necessity of a boating speed zone for safety purposes. Before applying for boating speed zone designation in District waterways because of a project funded by this program, the sponsor shall first receive approval from the Board. The Board will use the criteria found in Section 327.46(1), F.S., in determining whether to approve the proposed boating speed zone.

(6) Project Maintenance: The project sponsor shall be responsible for the operation, maintenance, and management of the project for the anticipated life of the project and shall be responsible for all expenses required for such purposes. The project shall be maintained in accordance with the standards of maintenance for other similar local facilities and in accordance with applicable health standards. Project facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The project sponsor shall have full legal authority and financial ability to operate and maintain the project facilities.

(7) Education Facilities and Programs: Waterways related environmental education facilities and programs sponsored by the District shall occur at specially designated environmental education facilities located adjacent and contiguous to the waterways. It is the District's intent to consolidate its environmental education efforts in the least number of facilities within an area that will adequately serve the education needs of that area of the District.

(8) Public Information Availability: Public information produced with assistance from this program shall not be copyrighted and shall be provided free of cost, except for the cost of reproduction, to the public.

(9) Third-Party Project Operators: Projects that are being operated by a third party shall have sufficient oversight by the eligible project sponsor as determined by the Board. Such oversight, at a minimum, will include a project liaison that is a staff member of the eligible project sponsor, and oversight of the operating hours and admission fees of the facility by the eligible project sponsor through a legal agreement. All third party projects shall be open to the public in accordance with this rule.

(10) Non-compliance: The District shall terminate a project agreement and demand return of program funds disbursed to the project sponsor for non-compliance with any of the terms of the project agreement or this rule, if such non-compliance calls into question the ability of the applicant to complete the project. Failure of a project sponsor to comply with the provisions of this rule or the project agreement shall result in the District declaring the project sponsor ineligible for further participation in the program until such time as compliance has been met to the satisfaction of the District.

(11) Fees: Any public project eligible for District program funds that charges a fee or will charge a fee must create and maintain an enterprise fund for the public project that shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life. Accounting records of the previous five years of the public project's enterprise fund will be submitted as part of any subsequent assistance program application to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (2) FS. History–New 12-17-90, Amended 2-3-94, 2-6-97, Formerly 16T-2.004, Amended 5-18-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15.

66B-2.005 Funds Allocation.

The Board will allocate funding for this program based upon the District's overall goals, management policies, fiscal responsibilities and operational needs for the upcoming year. Funding allocations to navigation related districts, member counties and local governments shall be based upon the proportional share of the District's ad valorem tax collections from each county. If funds are determined to be available for the program, the District will notify potential eligible governmental agencies of the availability of program funding. Applications will be reviewed by the Board utilizing FIND Form No. 25-15 Waterways Assistance Program Application and Evaluation Worksheet (effective date 1-1-25), hereby incorporated by reference and available at: http://www.flrules.org/Gateway/reference.asp?No=Ref-17820, and available from the District office or by download from the District's webpage at: www.aicw.org.

(1) Funding Assistance Availability: In as much as the District has other fiscal responsibilities and operational needs, financial assistance to eligible government agencies shall not exceed an amount equal to ninety (90) percent of the proportional share of the District's ad valorem tax collections from each county in which such agencies are located. The District may make an exception to this funding limitation, if funds are determined to be available based upon the District's overall goals, management policies, fiscal responsibilities and operational needs, or in counties that are recovering from a state of emergency declared under Chapter 252, F.S.

(2) Project Funding Ratio: All financial assistance and support to eligible governmental agencies shall require, at a minimum, equal matching funds from the project sponsor, with the exception of public navigation projects that meet the provisions of subsection 66B-2.005(6), F.A.C., land acquisition projects in accordance with subsection 66B-2.005(7), and Rule 66B-2.008, F.A.C., small-scale spoil island restoration and enhancement projects that meet the provisions of Rule 66B-2.014, F.A.C., derelict vessel projects consistent with Rule 66B-2.0015, F.A.C., and Waterway Cleanup Projects approved under Rule 66B-2.0016, F.A.C., and projects approved in counties recovering from a state of emergency. Applicant's in-house costs are limited pursuant to paragraph 66B-2.008(1)(c), F.A.C. All financial assistance to seaports shall require equal matching funds. The District shall contribute no more than fifty percent (50%) of the local share of the cost of an inlet management or beach renourishment project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project.

(3) Pre-agreement Expenses: The project sponsor shall not commence work on an approved project element prior to the execution of the project agreement unless authorized by the Board during the review and funding approval process. Board authorization of pre-agreement expenses will be given for the commencement of work prior to the execution of a project agreement if the Board determines that there is a benefit to the District, its waterways or its constituents. All project costs must be incurred and

work performed within the project period as stipulated in the project agreement unless pre-agreement costs are approved by the Board. Pre-agreement expenses will be approved if they are consistent with the provisions of Rule 66B-2.008, F.A.C., and occur within the fiscal year of the grant application submission (October 1st to September 30th). Pre-agreement expenses, except for projects approved by the Board as multi-year projects, will be limited to fifty (50) percent of the project's total cost and if the expenses are eligible project expenses in accordance with this rule. Only one-half (1/2) or less of the approved pre-agreement expenses will be eligible for reimbursement funding from the District, except for projects approved by the Board as multi-year projects. The Board shall consider a waiver of the limitation on pre-agreement expenses for Small-Scale Derelict Vessel grants and land acquisition projects when the applicant demonstrates a direct need and benefit and the project is in accordance with the applicable provisions of Chapter 66B-2, F.A.C.

(4) Multi-Year Funding: The construction phase of projects that are large scale, involve multiple phases, have a construction time line of one year or longer, or are requesting a significant amount of assistance funding in relation to the total assistance available for the county where the project is located, will be reviewed and approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. The determination by the Board to provide assistance funding on a multi-year basis can be made at any time during the application review process. All approved multi-year projects are limited to a maximum of two (2) additional funding requests.

(5) Inlet Management and Beach Renourishment: Projects and project elements in the categories of inlet management and beach renourishment shall be subject to the following provisions. The District shall contribute no more than fifty percent of the local share of the cost of the project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project. Funding for the construction phase of an inlet management or beach renourishment project may be approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. Additionally the following provisions shall be met for inlet management or beach renourishment projects:

(a) Inlet Management: Inlet management projects shall benefit public navigation within the District and shall be consistent with Department of Environmental Protection approved inlet management plans and the statewide beach management plan pursuant to Section 161.161, F.S. Prior to funding any inlet management project, the Board shall make a finding that the project is a benefit to public navigation in the District. Inlet management projects that are determined to be consistent with Department of Environmental Protection approved inlet management plans are declared to be a benefit to public navigation.

(b) Beach Renourishment: All projects in this category shall be consistent with the statewide beach management plan. Beach renourishment projects shall only include those beaches that have been adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project. Prior to funding any beach renourishment project, the Board shall make a finding that the beaches to be nourished have been adversly impacted by navigation inlets, navigation structures, navigation dredging or a navigation project. The determination of beach areas that are adversely impacted by navigation for the purposes of this program shall be made by Department of Environmental Protection approved inlet management plans. If state funding is not provided for a beach project, public access with adequate parking must be available in accordance with Chapter 161, F.S.

(6) Public Navigation: Projects or project elements in the category of public navigation that will qualify for up to seventy-five percent (75%) program funds must be within the Intracoastal Right-of-Way (ROW), or provide public navigation channel access to two or more publicly accessible launching, mooring or docking facilities. Navigation projects or project elements that have one facility open to the public will qualify for up to fifty percent (50%) program funding. Dredging that is associated or ancillary to another use (such as boat ramp, marina or pier) will be prioritized according to the associated use. Dredging of a canal or channel not associated with another use (such as a boat ramp, marina or pier) that does not provide access to at least one publicly accessible launching, mooring or docking facility will be prioritized as "other waterway related project".

In addition, the following shall apply:

(a) Navigation channel dredging: The project sponsor must demonstrate that the source of channel sedimentation has been identified and is in the process of, or has been controlled, or that the frequency and amount of shoaling is such that dredging will provide an improvement to the channel that will last for twenty (20) years or more and therefore is more cost effective than identifying and correcting the cause of shoaling, or that the cost of identifying the source of channel sedimentation exceeds the cost of the dredging project.

(b) Navigation channel lighting and markers must be located on primary or secondary public navigation channels.

Navigation projects or project elements that have one facility open to the public will qualify for up to fifty percent (50%) program funding.

(7) Land Acquisition: Land acquisition projects shall qualify for a maximum of fifty (50) percent funding. All pre-agreement expenses for land acquisition must be completed within one-year of the date of application for funding. Except for acquisition of publicly owned spoil disposal site, all funded land acquisition projects must construct the required boating access facility within 7 years of completion of the land acquisition, or the District may require the applicant to refund the program funding. Immediately upon acquiring title to the land, the applicant shall record a declaration of covenants in favor of the District stating that if the required boating access facility is not constructed within 7 years and dedicated for the public use as a boating access facility in perpetuity after completion of construction, the District shall require the applicant to refund the program funding.

(8) Seaport Funding Eligibility: Financial assistance to seaports may exceed the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the county in which such seaport is located if the seaport can demonstrate that a regional benefit occurs from the port's activities. Financial assistance to a seaport project that demonstrates a regional benefit shall not exceed an amount equal to (i) the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the counties where the benefit is demonstrated less (ii) funding allocated in the same fiscal year to all other local government projects funded in those counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (3) FS. History–New 12-17-90, Amended 6-24-93, 9-5-96, 2-6-97, Formerly 16T-2.005, Amended 5-17-98, 8-26-99, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 4-1-09, 3-7-11, 3-7-12, 4-10-13, 1-27-14, 5-15-16, 3-25-21, 5-14-25, 1-26-26.

66B-2.006 Application Process.

(1) Application Period: With the exception of eligible Disaster Relief Projects, eligible Small-Scale Spoil Island Restoration and Enhancement Projects eligible Small-Scale Derelict Vessel Applications and Waterway Cleanup Events, all applications for assistance through this program will be submitted during the authorized submission period that shall be established by vote of the Board at a scheduled meeting.

(2) Application Forms: FIND Form No. 25-15 Waterways Assistance Program Project Application and Evaluation Worksheet (effective date 1-1-25), hereby incorporated by reference in Rule 66B-2.005, F.A.C. and available from the District office. With the exception of projects eligible under the Small-Scale Spoil Island Restoration and Enhancement program, the Small-Scale Derelict Vessel program, and eligible Waterway Cleanup Events, all applications for financial assistance and support through this program from member counties and local governments shall be made on FIND Form No. 25-15 Waterways Assistance Program Project Application and Evaluation Worksheet and shall include a detailed cost estimate submitted on FIND Form No. 25-20, Waterways Assistance Program Project Cost Estimate, (effective date 1-1-25), hereby incorporated by reference and available at: https://flrules.org/Gateway/reference.asp?No=Ref-17821, and available from the District office. In addition, all applicants shall submit a complete and detailed FIND form No. 25-25 Waterways Assistance Program Project Timeline (effective date 1-1-25), hereby incorporated by reference at https://flrules.org/Gateway/reference.asp?No=Ref-17822, and available from the District office.

(3) Sponsor Resolution: The project sponsor shall approve the submission of an application by official resolution from its governing board or commission. Said resolution shall be made on FIND Form No. 25-30, Resolution for Assistance Under the Florida Inland Navigation District Waterways Assistance Program (effective date 1-1-25), hereby incorporated by reference at https://flrules.org/Gateway/reference.asp?No=Ref-18021, and available from the District office.

(4) Attorney's Certification: If the application is for a project that is a land based development project the applicant shall submit an Attorney's Certification of Title, FIND Form 25-35 Attorney's Certification of Title (effective date 1-1-25), hereby incorporated by reference at https://flrules.org/Gateway/reference.asp?No=Ref-17824, and available from the District office.

(5) Maps and Geographic Information: All applicants shall be required to submit, at minimum, the following geographic information: A County location map, a project location map, a project boundary map, and a clear and detailed site development map for land development projects.

(6) Application Review: Prior to submitting the application to the District office, applicants shall obtain the local FIND Commissioner's initials on FIND Form No. 25-10 Waterways Assistance Program Applicant Checklist 25-10 Waterways Assistance Program Applicant Checklist (effective date 1-1-25), hereby incorporated by reference and available at https://flrules.org/Gateway/reference.asp?No=Ref-17825, and from the District office. It is the applicant's responsibility to make timely arrangements for the local FIND Commissioner's review. In the absence of extenuating circumstances outside of the applicant's control as determined by the Board of Commissioners, an application shall not be considered complete if it does not include the local FIND commissioner's initials on FIND Form No. 25-10. Upon receipt in the District office, staff will review the

applications for completeness of the informational requirements identified in FIND Form No. 25-10 Waterways Assistance Program Applicant Checklist, and for compliance with the eligibility requirements of this rule. When an application is determined by staff to be incomplete or ineligible, staff will immediately inform the applicant by mail or email. The applicant will then have until the date established by the Board in the application package to bring the application into compliance. If the applicant fails to provide a complete application in compliance with these rules, the application will not be considered for funding. In order to have a complete application, the applicant shall not only submit the forms required under Rule 66B-2.006, F.A.C., and any other information requirements identified in FIND Form No. 25-10 Waterways Assistance Program Applicant Checklist, but such forms and other submitted information must be completely filled out, executed as applicable, and also establish compliance with Chapter 66B-2, F.A.C.

(7) Interlocal Agreements: Applications that the Board determines will directly benefit the maintenance of the Atlantic Intracoastal Waterway channel as documented by the District's long range dredged material management plans, will directly benefit the maintenance of the Okeechobee Waterway channel as documented by the District's long range dredged material management plan, will directly benefit the maintenance or improvement of District property, right-of-way or navigation interests, or have multiple funding partners including the Corps of Engineers as the project manager can qualify for project assistance through an interlocal agreement pursuant to Chapter 163 or Section 374.984(6)(a), F.S. District staff will identify these applications and present them to the Board for their determination as to funding. Interlocal agreement projects shall comply with all other provisions of this rule, except for pre-agreement expenses, permitting and property control requirements.

(8) Application Presentations: Applications determined to be complete and in compliance with this rule will be forwarded to the Board for review and then scheduled for presentation to the Board at a scheduled meeting of the Board. Applicants can decline to make a presentation to the Board by submitting a written request.

(9) Application Evaluation and Rating Score: Following the presentations, the Board will review the applications and evaluate them using FIND Form 25-15 Waterways Assistance Program Application and Evaluation Worksheets. The total points awarded to each application by the Commissioners will be averaged to determine an application's final rating score. The final rating score for each application must equal or exceed 35 points for the application to be considered for funding assistance. Reconsideration of any application with a final rating score of less than 35 points will only occur if the majority of the Commissioners evaluating the project rated the project equal to or exceeding 35 points and two-thirds of the Commissioners vote for reconsideration of the application.

(10) Funding Determination: The Board will hold a funding allocation meeting at which time the Board will determine the allocation of funds, if any, to each project and the projects will be ranked by overall average score to facilitate final funding decisions by the Board. Allocations will be based in part upon the cumulative score of the applications as calculated from the Project Evaluation and Rating Form. Allocations will also be based upon the specific needs of the individual counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-2-92, 6-24-93, 4-12-95, Formerly 16T-2.006, Amended 5-25-00, 3-21-01, 7-30-02, 3-20-03, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 1-27-14, 5-14-25.

66B-2.0061 Disaster Relief Applications.

Disaster Relief applications may be submitted to the District and considered by the Board at any time during the year to provide assistance to an eligible applicant for the removal of navigation obstructions and repair or replacement of waterway facilities damaged by a declared natural disaster. Applicants for Disaster Relief shall use the same forms listed in subsection 66B-2.006(2), F.A.C. The District shall consider these applications in accordance with these rules.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 6-24-93, Amended 2-6-97, Formerly 16T-2.0061, Amended 4-24-06, 3-25-21.

66B-2.007 Application Form.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 6-24-93, 2-3-94, 4-12-95, Formerly 16T-2.007, Repealed 7-30-02.

66B-2.008 Project Eligibility.

(1) Eligible Projects: Financial assistance and support through this program shall be used to plan or carry out public navigation and anchorage management, public recreation, environmental education, boating safety, acquisition and development of spoil sites

and publicly owned commercial/industrial waterway access directly related to the waterways, acquisition and development of public boat ramps, launching facilities and boat docking and mooring facilities, inlet management, maritime management planning, environmental mitigation and beach renourishment.

(a) Program funds may be used for projects such as acquisition, planning, development, construction, reconstruction, extension, or improvement, of the following types of projects for public use on land and water. These project types will be arranged into a priority list each year by vote of the Board. The priority list will be distributed to applicants with the project application.

1. Public navigation channel dredging,
2. Public navigation aids and markers,
3. Inlet management projects that are a benefit to public navigation in the District,
4. Public shoreline stabilization directly benefiting the District's waterway channels,
5. Acquisition and development of publicly owned spoil disposal site and public commercial/industrial waterway access,
6. Waterway signs and buoys for safety, regulation or information,
7. Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities,
8. Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities,
9. Derelict Vessel Removal,
10. Waterways related environmental education programs and facilities,
11. Public fishing and viewing piers,
12. Public waterfront parks and boardwalks and associated improvements,
13. Maritime Management Planning,
14. Waterways boating safety programs and equipment,
15. Beach renourishment on beaches adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project; and,
16. Environmental restoration, enhancement or mitigation projects; and,
17. Other waterway related projects. Waterway projects that do not meet specific criteria in subsection 66B-2.005(5) or (6) or subparagraphs 66B-2.008(1)(a)1.-16., F.A.C., but are located on eligible waterways shall be considered for funding under the priority listing of "other waterway related project" and eligible for 25% funding except that a county with a population under 250,000 according to the Florida Office of Economic and Demographic Research shall be eligible for 50% funding for navigation dredging projects. In addition, navigation dredging projects in man-made canals shall require the following:

a. the local government sponsor shall have an approved placement facility for storage, processing and/or disposal of dredged material;

b. the local government sponsor shall establish a long term dredge material management plan for the public man-made canals in its jurisdiction; and

c. the local government sponsor shall provide at least fifty percent (50%) of the required matching funds through general taxes or special assessment of the benefitted properties.

(b) Ineligible Projects or Project Elements. Project costs ineligible for program funding or matching funds will include: contingencies, miscellaneous, reoccurring personnel related costs, irrigation equipment, ball-courts, park and playground equipment, and any extraneous recreational amenities not directly related to the waterway such as the following:

1. Landscaping that does not provide shoreline stabilization or aquatic habitat,
2. Restrooms for non-waterway users,
3. Roadways providing access to non-waterway users,
4. Parking areas for non-waterway users,
5. Utilities for non-waterway related facilities,
6. Lighting for non-waterway related facilities,
7. Project maintenance and maintenance equipment,
8. Picnic shelters and furniture for non-waterway related facilities,
9. Vehicles to transport vessels; and,
10. Operational items such as fuel, oil, etc.
11. Office space that is not incidental and necessary to the operation of the main eligible public building; and,
12. Conceptual project planning, including: public surveys, opinion polls, public meetings, organizational conferences; and,

13. Inlet maintenance.

(c) Project Elements with Eligibility Limits: Subject to approval by the Board of an itemized expense list:

1. The following project costs will be eligible for program funding or as matching funding if they are performed by an independent contractor:

a. Project management, administration and inspection,

b. Design, permitting, planning, engineering or surveying costs for completed construction project,

c. Restoration of sites disturbed during the construction of an approved project,

d. Equipment costs.

Before reimbursement is made by the District on any of the costs listed in subparagraph 1., above, a construction contract for the project, approved and executed by the project sponsor and project contractor must be submitted to the District.

2. Marine fire-fighting, Marine law enforcement and other vessels are eligible for a maximum of $125,000 in initial District funding. All future replacement and maintenance costs of the vessel and related equipment will be the responsibility of the applicant.

3. Waterway related environmental education facility funding will be limited to those project elements directly related to the District's waterways.

(d) Phasing of Projects: Applications for eligible waterway projects may be submitted as a phased project where Phase I will include the design, engineering and permitting elements and Phase II will include the construction of the project. A description and cost estimate of the Phase II work shall be submitted along with the Phase I application for Board review.

(2) Property Control: The site of a proposed land-based development project, with the exception of those projects requesting Small-Scale Spoil Island Restoration and Enhancement funding, shall be dedicated for the public use for which the project was intended for a minimum period of 35 years after project completion. Such dedication shall be in the form of a deed, lease, management agreement or other legally binding document and shall be recorded in the public property records of the county in which the property is located. Any change in such dedication shall require the prior approval of the District. This property control requirement also applies to a project site owned by another governmental entity. The governmental entity that owns the project site may be joined as a co-applicant to meet this property control requirement. Existing land based development projects that are being repaired, replaced or modified must demonstrate that the project site has been dedicated for public use with at least 10 years remaining on the dedication document. Property shall also be deemed dedicated for public use if:

(a) The property has been designated for the use for which the project is intended (even though there may have been no formal dedication) in a plat or map recorded prior to 1940, or

(b) The project sponsor demonstrates that it has had exclusive control over the property for the public use for which the project is intended for a period of at least 30 years prior to submission of the application, or

(c) There is no ongoing litigation challenging the designated use of the property as shown on the plat or map, nor has there been any judicial determination contrary to the use by the public for the use shown on the plat or map.

(3) Permits: The project sponsor is responsible for obtaining and abiding by any and all federal, state and local permits, laws, proprietary authorizations and regulations in the development and operation of the project. Applicants for construction projects that include elements that require state or federal environmental permits or proprietary authorizations will demonstrate that all required environmental permitting and authorizations will be completed by the third Monday in September. This demonstration will be by submission of the required environmental permit(s) and authorizations, or by submission of a letter from the agency(s) stating that a permit or authorization is not required. Failure to timely submit the required environmental permits and authorizations or letters stating such permits or authorizations are not required shall result in the application not being considered for funding.

(4) Public Marina Qualifications: All public marina projects funded through this program shall include sewage pumpout facilities for vessels, unless the applicant can demonstrate that inclusion of such a facility is physically, operationally or economically impracticable. All public marina projects funded through this program shall have at least ten percent (10%) of their slips or mooring areas available for transient vessels. Public marina dockage rates shall be within market comparison of the dockage rates of other area marinas. The public marina will be required to establish and maintain an accounting of the funds for the facility and shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life.

(5) The District may assist eligible local governments with efforts to prepare and implement a comprehensive maritime management plan. The plan shall be utilized by the eligible government to promote and maximize the public benefit and enjoyment of eligible waterways, while identifying and prioritizing the waterway access needs of the community. The plan should not duplicate any existing or ongoing efforts for the same waterway or water shed, nor shall the District participate in any effort that does not

address the basic maritime needs of the community.

(a) Existing plans may be updated at reasonable intervals or amended to include waterway areas previously not included in the original effort. Public, government, environmental, industry and other pertinent interest groups shall be solicited and included for input in the planning process.

(b) The plan shall be utilized as a tool to provide a minimum 5-year planning analysis and forecast for the maritime needs of the community, and shall include, at minimum, the following:

1. Public boat ramp and ramp parking inventory and analysis.
2. Public mooring and docking facility analysis, including day docks and transient slips.
3. Commercial and working waterfront identification and needs analysis.
4. The identification, location, condition and analysis of existing and potential navigation channels.
5. An inventory and assessment of accessible public shorelines.
6. Public Waterway transportation needs.
7. Environmental conditions that affect boat facility siting, a current resource inventory survey, and restoration opportunities.
8. Economic conditions affecting the boating community and boating facilities.
9. Acknowledgment and coordination with existing data and information, including an emphasis on the Intracoastal Waterway.

(c) Projects requested for assistance program funding shall be consistent with the applicant's maritime management plan. The applicant should utilize the plan to assist in prioritizing waterway improvement projects.

(6) All eligible environmental restoration, enhancement or mitigation projects as well as the environmental restoration, enhancement or mitigation components of other types of projects shall be required to pursue and assign any available mitigation credits to the District for that share of the project funded through the District's Assistance Program. All eligible environmental restoration, enhancement or mitigation projects shall provide public access where possible.

(7) Final Decisions: The Board will make all final decisions on the eligibility of a Project or specific project costs.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1)-(3) FS. History–New 12-17-90, Amended 9-2-92, 6-24-93, 2-3-94, 4-12-95, 9-5-96, 2-6-97, Formerly 16T-2.008, Amended 5-17-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-20-03, 3-3-04, 4-15-07, 3-25-08, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15, 2-21-16, 3-25-21, 3-9-23, 3-11-24, 1-26-26.

66B-2.009 Project Administration.

The District will appoint a project manager who shall be responsible for monitoring the project and the project agreement. The project manager shall also be responsible for approving all reimbursement requests. The project sponsor shall appoint a liaison agent, who will be a member of the eligible applicant's staff, to act on its behalf in carrying out the terms of the project agreement. Administration of the project will be as follows:

(1) Project Agreement: For each funded project, the District and the project sponsor will enter into a project agreement. The project agreement shall be executed and returned by the project sponsor within six (6) months of the approval of the project funding and prior to the release of program funds, setting forth the mutual obligations of the parties concerning the project. The project agreement shall incorporate the applicable policies and procedures of the program as outlined in this rule. Project agreements will be for a two-year period with the possibility for one, one-year extension. Any request for a one-year extension of funding shall require submittal by the project sponsor of a request for extension to the District no later than July of fiscal year two of the approved project. This request will then be considered by the District Board, whose decision shall be final. In review of these requests, the Board will take into consideration the current status and progress of the project and the ability of the applicant to complete the project within one additional year. For projects in the categories of: (i) acquisition of public commercial/industrial waterway access; (ii) acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities; (iii) acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities; (iv) public fishing and viewing piers; (v) and public waterfront parks and boardwalks and associated improvements; the project agreement shall include a provision that in the event the project sponsor initiates, applies for, adopts, approves, or otherwise implements any new or expanded restrictions on public boating access in proximity to the project ("Public Boating Restrictions') during the project period, or for a period of tweny (20) years following completion of the project, without the prior written consent of the District, the project sponsor shall immediately refund the full assistance amount awarded under the agreement. Public Boating Restrictions under this rule shall include, but are not limited to, restrictions or limitations on operating, anchoring, vessel size or type, public access, mooring, or other navigational uses not previously in effect as of the date of the agreement. The distance from the project that Public Boating

Restrictions shall require a refund will be determined on a case-by-case basis taking into account the nature of the project and the distance from the channel of the Intracoastal Waterway.

(2) Matching Funds: The project sponsor shall clearly identify and enumerate the amount and source of the matching funds it will be using to match the program funds supplied by the District for an approved project. The project sponsor shall provide suitable evidence that it has the matching funds available at the time the project agreement is executed.

(3) Agreement Modification: All proposed changes to the project agreement must be submitted to the District in writing by the project sponsor accompanied by a statement of justification for the proposed changes. All project agreement amendments shall be approved by the District Board, except that the Executive Director may approve a minor project agreement amendment for a project within a county with the local District commissioner's concurrence. A minor project amendment shall not change the approved project's category, result in a reallocation of more than 35% of the approved funding of the project among project elements, nor allow for a greater than 35% change in the project scale or scope of work. Project agreement amendments will not include a change to the approved project's location or a change in the approved project's purpose or project type. Agreed changes shall be evidenced by a formal amendment to the project agreement and shall be in compliance with these rules.

(4) Project Reporting: The liaison agent will submit quarterly reports to the project manager summarizing the work accomplished since the last report, problems encountered, percentage of project completion and other appropriate information. These reports shall continue throughout the length of the project period until completion of the project. The report shall be submitted on FIND Form 25-40, Assistance Program Project Quarterly Status Report, (effective date 1-1-26), hereby incorporated by reference at http://flrules.org/Gateway/reference.asp?No=Ref-18986 and available from the District office. A Final Project Report shall be submitted at the completion of the project and shall at minimum include: project summary, photo of completed project, final cost, project benefits to the waterway and location address.

(5) Reimbursement Requests: The liaison agent may submit periodic reimbursement requests during the project period in accordance with Rule 66B-2.011, F.A.C. The project manager will approve or disapprove all reimbursement requests. The final payment of program funds will be made upon certified completion of the project by the District.

(6) Project Inspection: Upon reasonable request, the project manager shall have the right to inspect the project and any and all records relating to the project.

(7) Project Completion: The project shall be completed within three (3) years of the date of the beginning of the District's first fiscal year for which the project was approved. If the completion of a project is impacted by a declared state of emergency and the Board waives this rule section, the extension of time granted shall not exceed one additional three (3) year period.

(8) Project Completion Requirements: Upon completion of the project, the liaison agent shall provide the following to the project manager:

(a) FIND Form No. 25-45 Project Completion Certificate (effective date 1-1-26), hereby incorporated by reference at http://flrules.org/Gateway/reference.asp?No=Ref-18987 and available from the District office, which certifies that the project was completed in accordance with the project agreement and the final project plans.

(b) A final reimbursement request accompanied by all required billing statements and vouchers.

(c) Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.

(d) Photograph(s) of the completed project clearly showing the program improvements.

(9) Project Completion Review: The project manager will review the project completion package and will authorize or reject the final reimbursement payment which will include all retained funds from previous requests.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.009, Amended 3-21-01, 7-30-02, 3-7-11, 1-27-14, 3-25-21, 1-26-26.

66B-2.010 Project Agreement.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-5-96, Formerly 16T-2.010, Amended 3-21-01, Repealed 7-30-02.

66B-2.011 Reimbursement.

The District shall release program funds in accordance with the terms and conditions set forth in the project agreement. This release of program funds shall be on a reimbursement only basis. The District shall reimburse the project sponsor for project costs expended on the project in accordance with the project agreement. Project funds to be reimbursed will require the submission of a Payment

Reimbursement Request Form and required supporting documents submitted on FIND Form No. 25-50 Payment Reimbursement Form (effective date 1-1-26), hereby incorporated by reference at https://flrules.org/Gateway/reference.asp?No=Ref-18988 and available from the District office.

(1) Authorized Expenditures: Project funds shall not be spent except as consistent with the project agreement cost estimate that was approved by the Board, which shall be an attachment to the project agreement. This cost estimate will establish the maximum funding assistance provided by the District and the percentage of funding provided by each party to the project. The District will pay the lesser of:

(a) The percentage total of project funding that the Board has agreed to fund, or

(b) The maximum application funding assistance amount.

(2) Phase I Reimbursement: In accordance with these rules, reimbursement cannot be made on a Phase I application until a construction contract is executed by the applicant for the construction phase of the project. If the Phase I project is completed but a construction contract is not executed by the three (3) year project deadline, then the District shall only allow one (1) year from the Phase I project deadline to enter into the required construction contract before the Phase I funding is cancelled.

(3) Reimbursement Requests: All project costs shall be reported to the District and summarized on the Reimbursement Request Form. All requests for reimbursement shall include supporting documentation such as billing statements for work performed and cancelled payment vouchers for expenditures made.

(4) Retainage: The District shall retain ten percent (10%) of all reimbursement payments until final certification of completion of the project. The District shall withhold any reimbursement payment, either in whole or part, for non-compliance with the terms of this agreement.

(5) Check Presentations: A District representative shall present the final reimbursement check to the project sponsor during a public commission meeting or public dedication ceremony for the project facility.

(6) Recovery of Additional Project Funding: If the project sponsor receives additional funding for the project costs from another source that was not identified in the original application and that changes the agreement cost-share percentage, the project sponsor shall proportionately reimburse the District's program funds equal to the cost-share percentage in the approved project agreement. The project sponsor shall promptly notify the District of any project payments it receives from a source other than the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 6-24-93, Formerly 16T-2.011, Amended 3-31-99, 7-30-02, 3-7-11, 1-26-26.

66B-2.012 Accountability.

The following procedures shall govern the accountability of program funds:

(1) Accounting: Each project sponsor is responsible for maintaining an accounting system which meets generally accepted accounting principles and for maintaining such financial records as necessary to properly account for all program funds.

(2) Quarterly Reports: The project sponsor shall submit quarterly project status reports to FIND in accordance with subsection 66B-2.009(4), F.A.C.

(3) Completion Certification: All required final completion certification documents and materials as outlined in subsection 66B-2.009(8), F.A.C., of this rule shall be submitted to the District prior to final reimbursement of program funds.

(4) Auditing: All project records including project costs shall be available for review by the District or by an auditor selected by the District for 3 years after completion of the project. Any such audit expenses incurred shall be borne entirely by the project sponsor.

(5) Project Records: The project sponsor shall retain all records supporting project costs for three years after either the completion of the project or the final reimbursement payment, whichever is later, except that should any litigation, claim, or special audit arise before the expiration of the three year period, the project sponsor shall retain all records until the final resolution of such matters.

(6) Repayment: If it is found by any State, County, FIND, or independent audit that program funds have not been used in accordance with this rule and applicable laws, the project sponsor shall repay the misused program funds to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.012, Amended 7-30-02.

66B-2.013 Acknowledgement.

The project sponsor shall erect a permanent sign, approved by the District, at the entrance to the project site which indicates the

District's participation in the project. This sign shall contain the FIND logo. In the event that the project sponsor erects a temporary construction sign, this sign shall also recognize the District's participation. If the final product of the project is a report, study or other publication, the District's sponsorship of that publication shall be prominently indicated at the beginning of the publication. If the project results in an educational display, the District's logo and a statement of the District's participation in the project shall be contained in the display.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.013, Amended 2-22-10.

66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects.

Proposals shall be accepted for the restoration or enhancement of spoil islands and natural islands within the District's waterways for recreational, navigational, educational, and environmental purposes. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – A Request for Proposals procedure will be used to request proposals for consideration. Proposals shall follow the format described in FIND Document #03-02 Call for Proposals – Small-Scale Spoil Island Restoration and Enhancement Program (effective date 1-1-26), hereby incorporated by reference at http://flrules.org/Gateway/reference.asp?No=Ref-18990 and available from the District office. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Matching Funds: Small-scale spoil island restoration and enhancement may qualify for up to ninety percent (90%) program funds. The applicant's ten percent (10%) matching funds may include in-kind contribution pursuant to paragraph 66B-2.014(4)(b), F.A.C.

(3) Eligibility: All proposals must meet the following eligibility criteria to be considered for funding:

(a) Management Plan Compliance: Projects shall be in compliance with the provisions of any Spoil Island Management Plans or other management plans that govern the Project site.

(b) Property Control: The Project Sponsor must have written property rights on the Project site to construct and maintain the Project for a minimum of five years. Such property rights can be in the form of a lease, interlocal agreement, use agreement or other legal form approved by the District. The applicant shall include a map clearly delineating the location of all proposed work included in the application.

(4) Funds Allocation: Funds shall be allocated pursuant to Rule 66B-2.005, F.A.C., subject to the exceptions identified in this rule, and with the following additions:

(a) The District shall fund a maximum of up to $20,000 per project, not to exceed $60,000 per County, per fiscal year.

(b) The Project Sponsor may contribute in-kind construction labor; such in-kind construction labor costs will be valued at the Independent Sector estimated national value of each volunteer hour. No administrative costs can be incorporated into the Project as Project costs.

(c) The funding provided by the District shall only be allocated for specific Project expenses such as construction materials, trash removal and management, sign installation, plant materials, herbicides, etc. The funding provided by the District shall not be allocated for parties, food or beverages.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 7-30-02, Amended 4-24-06, 3-7-11, 3-25-21, 3-11-24, 5-14-25, 1-26-26.

66B-2.015 Small-Scale Derelict Vessel Removal Projects.

Proposals shall be accepted for financial assistance for the removal of derelict vessels as defined in section 823.11, Florida Statute, within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – Applications shall be submitted on a completed FIND Form No. 05-01 Small-Scale Derelict Vessel Removal Program Application (effective date 1-1-26), hereby incorporated by reference at http://flrules.org/Gateway/reference.asp?No=Ref-18991 and available from the District office, and FIND Form No. 01-06 Small-Scale Derelict Vessel Removal Program – Project Cost Estimate (effective date 1-1-26), hereby incorporated by reference at http://flrules.org/Gateway/reference.asp?No=Ref-18992 and available from the District office. Applications may be submitted to the District and considered by the Board at any time during the year.

(2) The District shall only fund applicants that have identified derelict vessels to be removed and have a current bid for removal

for such vessels, or have completed the removal of such vessels within the 6 months preceding the application, subject to eligibility under these program rules.

(3) The program must be sponsored by an eligible government agency or not-for-profit organization.

(4) District funding shall be limited to $150,000.00 per county, per year, provided on a reimbursement basis only. The limitation on pre-agreement expenses may be waived by the Board in accordance with subsection 66B-2.005(3), F.A.C.

(5) The eligible applicant must provide the remaining matching funds for project completion. In no case shall the District's cost-share contribution exceed 75% of the total project costs. In-house project management or administration costs are not eligible costs or matching costs.

(6) The derelict vessel must be located in the District's Waterways, as defined in Rule 66B-2.003, F.A.C. The applicant shall include a map clearly delineating the location of all vessels included in the application.

(7) The District shall be recognized when possible in all written, audio or video advertising and promotions as a participating sponsor of the program.

(8) The funding provided by the District shall only be allocated for removal of derelict vessels. The District is providing program reimbursement funds only and shall be held harmless with regards to the activities initiated by the applicant.

(9) The applicant shall be responsible for all maintenance, management, disposal and operating expenses associated with the program.

(10) Funds derived from the sale of any derelict vessels or vessel parts removed through this grant program must be reinvested into the applicant's derelict vessel removal program.

(11) The District Board shall make all final decisions concerning the provision of funding for this program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 4-24-06, Amended 4-15-07, 3-25-08, 3-7-11, 1-27-14, 3-25-21, 3-9-23, 3-11-24, 1-26-26.

66B-2.016 Waterways Cleanup Events.

Proposals shall be accepted for financial assistance for the organized removal of refuse within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure: Prior to the event, a request for funding shall be submitted to the District by means of a cover letter detailing the occurrence of the cleanup, contact information, a map of the cleanup locations and the general parameters of the event. In addition, the Applicant will submit a detailed budget clearly delineating the expenditure of all District funds, as well as the overall general budget of the event. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Availability: The District shall fund a maximum of one clean-up program per waterway, per year within a county, with exception to the provisions of subsections (8) through (10), below.

(3) Applicant Eligibility: The clean-up program must be sponsored by a government agency or a registered not-for-profit corporation.

(4) Funding: District funding shall be limited to $5,000 per waterway, per county, except for the provisions of subsections (8) through (10), below.

(5) The District shall be recognized in all written, online, audio or video advertising and promotions as a participating sponsor of the clean-up program.

(6) Funding Eligibility: The funding provided by the District shall only be allocated to reimburse the applicant for out of pocket expenditures related to specific cleanup program expenses such as trash bags, trash collection, haul and landfill fees, gloves, advertising, T-shirts, and related expenses. The funding provided by the District shall not be allocated for parties, meetings, food or beverages.

(7) The District Board shall make all final decisions concerning the provision of funding for a clean-up program.

In addition to the requirements stated above, a cleanup program implementing all of the following additional incentives will qualify for up to additional $5,000 in clean up funds.

(8) The clean-up program budget must provide equal or greater matching funds for all Navigation District funding.

(9) The applicant shall tally and report the composition and location of the waterway-related debris, with the goal to show definitive progress in the amount of refuse collected, a reduction in the overall debris in the waterway, or an increase in the number of additional waterway areas included in the clean up.

(10) For each additional $1,000 in Navigation District funding, the applicant shall coordinate a minimum of one waterway

collection point or clean up area, or an applicant can conduct an additional waterway cleanup program for the waterway areas.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 3-7-11.

EXHIBIT C

FLORIDA INLAND NAVIGATION DISTRICT

ASSISTANCE PROGRAM

Matching Funds Certification

Sponsor:_____

Project Title:_____ Project #:_____

Source of Matching Funds: _____
_____

Amount of Matching Funds: _____
_____

I hereby certify that the above referenced project Sponsor, as of October 01, 20__, has the required matching funds for the accomplishment of the referenced project in accordance with the Waterways Assistance Program Project Agreement between the Florida Inland Navigation District and the Sponsor, dated _____.*

Project Liaison Name:_____

Project Liaison Signature:_____

Date:_____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

FIND Form No. 95-01 New 9/9/95 (revised 7-30-02)

EXHIBIT D

FLORIDA INLAND NAVIGTION DISTRICT

PAYMENT REIMBURSEMENT REQUEST FORM

Project Number and Project Name:	
Project Sponsor (Grantee):	
Reimbursement Request # (or final):	
Grant Amount	
Previous Total Payments	
Previous Total Retainage Held by FIND	
Available Balance	0
Funds Requested for this Payment	
10% FIND Retainage (Unless Final)	
Check Amount	0
Grant Amount	0
All Payments + All FIND Paid Retainage	0
Remaining Balance	0

Notes for clarification of this Reimbursement Request:

SCHEDULE OF EXPENDITURES (Should correspond to Project Agreement Exhibit A)

Expense Description	Vendor Name	Check No.	Invoice #	Total Cost	Applicant Cost	FIND Cost
			TOTALS	0	0	0

Certification for Reimbursement: I certify that the above expenses were necessary and reasonable for the accomplishment of the approved project and that these expenses are in accordance with Exhibit "A" of the Project Agreement. *

Project Liaison	Date

*S 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT E

FLORIDA INLAND NAVIGATION DISTRICT ASSISTANCE PROGRAM

Project Completion Certification

Sponsor:_____

Project Title:_____ Project #:_____

I hereby certify that the above referenced project was completed in accordance with the Assistance Program Project Agreement between the Florida Inland Navigation District and _____, dated _____, 20_____, and that all funds were expended in accordance with Exhibit "A" and Paragraph 1 of the Project Agreement. *

Project Liaison Name:_____

Project Liaison Signature:_____

Date:_____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT F

FLORIDA INLAND NAVIGTION DISTRICT

ASSISTANCE PROGRAM PROJECT QUARTERLY STATUS REPORT

Submitted by:	
Email:	

Project Number:	
Project Name:	
Project Sponsor (Grantee):	

1st Quarter (October to December)	Date Submitted:		5ŵŜ December 30th
Project Issues:			
2nd Quarter (January to March)	Date Submitted:		Due March 30th
Project Issues:			
3rd Quarter (April to June)	Date Submitted:		Due June 30th
Project Issues:			
4th Quarter (July to September)	Date Submitted:		Due September 30th
Project Issues:			

Percentage of total project completion:		Anticipated Project Completion Date:	

Please name the file attachment as follows:

Project #, Project Name, (1st, 2nd, 3rd, 4th) Quarter Report, Year
Example: DA-MI-25-499 Marine t l·ℕ⟆ Docks 4th Quarter Report 2026

FIND Form No. 25-40, 66B-2 (Effective Date: MTMTHC)

EXHIBIT G

FLORIDA INLAND NAVIGATION DISTRICT

ACH Authorization FORM

CREDIT/DEBIT AUTHORIZATION FORM

I (we) hereby authorize the Florida Inland Navigation District to initiate entries to my (our) checking /savings account at the financial institution listed below, and if necessary, initiate adjustments for any transactions credited/debited in error. This authority will remain in effect until the Florida Inland Navigation District is notified by me (us) in writing to cancel it in such time to afford the District and the financial institution a reasonable opportunity to act on it.

Project Number:	
Project Name:	

Financial Institution Information

Bank Name:			
Branch Address:			
		FL	
	City	State	Zip

Organization/Business/Agency Information

Name of Organization:			
Organization Address:			
	City	State	Zip

Name of Signer:			
Signature:		Date:	
Contact Phone #:			
Email Address:			

Financial Institution Routing Number:	

Checking/Savings Account Number:	

Federal Tax Identification Number:	

EXHIBIT H
ASSISTANCE PROJECT SCHEDULE

OCTOBER 2026- Project Agreement Executed, Project Initiates.

DECEMBER 30, 2026- First Quarterly Report Due· Use Quarterly Status Report Form Exhibit F: https://aicw.org/grant_and_assistance_programs/waterway_assistance_programs_wap/index.php

MARCH 30, 2027- Second Quarterly Report Due.

JUNE 30, 2027- Third Quarterly Report Due.

SEPTEMBER 30, 2027- Fourth Quarterly Report Due.

DECEMBER 30, 2027- Fifth Quarterly Report Due.

MARCH 30, 2028- Sixth Quarterly Report Due.

JUNE 30, 2028- Seventh Quarterly Report Due.

NOTE: If the project will not be completed and all close out paperwork submitted by September 30, 2028, a request for a 1-year extension of the completion date of the project should be submitted with the June 2028 quarterly report.

SEPTEMBER 1-30, 2028- Work on Closeout paperwork
Closeout paperwork consists of :

1. Project Completion Certificate, FIND Form No. 25-45 (Effective Date: 1-1-26), which certifies that the project was completed in accordance with the project agreement and the final project plans.
2. A final reimbursement request accompanied by all required supporting documentation including bills and canceled payment vouchers for expenditures.
3. Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.
4. Photograph(s) of the completed project clearly showing the program improvements. (jpg or tif format)
5. A Final Project Report (1-2 pages) that shall at minimum include: project name and address, project summary, final cost, and project benefits to the waterway.
6. ACH Authorization Form, Exhibit G, must be included in the closeout package for reimbursement processing.

SEPTEMBER 30, 2028 - End of Grant. All work must be completed and closeout paperwork submitted. October 2028- finish processing closeout paperwork, perform project inspection and submit final ACH reimbursement request and coordinates check presentation with sponsor.

***NOTE**: **ANY MODIFICATIONS** to the PROJECT shall require advance notice and prior written approval of the District. The appropriate timing for modifications to the project cost estimate, Exhibit A, would be after receipt of bids.*

***NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit H may result in revocation of this agreement pursuant to Section 13 of the project agreement.**

EXHIBIT I

https://aicw.org/resources/logos.php

