



TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING AGENDA

REVISED 12/18/2023

Tuesday, December 19, 2023 AT 1:30 PM

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

Town Commission

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

**Mayor
Vice Mayor
Commissioner
Commissioner
Commissioner**

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

**Town Manager
Town Clerk
Town Attorney**

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

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

- 7. ANNOUNCEMENTS**

Board Vacancies

Board of Adjustment and Appeals Board

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

Financial Advisory Board

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

Meetings and Events

December 24 and December 25, 2023	Town Hall closed in observance of Christmas Eve and Christmas Day
January 01, 2024	Town Hall closed in observance of New Years Day
January 09, 2024 1:00 P.M.	Code Enforcement Board Regular Meeting
January 11, 2024 9:30 A.M.	Planning Board Regular Meeting
January 16, 2024 1:30 P.M.	Town Commission Meeting

Board Action Report

None.

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

A. Ordinance No. 2023-007 (Second Reading/Public Hearing)

An Ordinance of the Town Commission of the Town of Highland Beach, Florida, amending Section 30-7 "Official Zoning Map" of the Town Code of Ordinances to update information pertaining to the date of the most recent amendment to the Town's Official Zoning Map as set forth in Ordinance No. 2022-002; providing for repeal of all ordinances in conflict; providing for severability and codification; and providing an effective date (First Reading was December 05, 2023).

B. Ordinance No. 2023-008 (Second Reading/Public Hearing)

An Ordinance of the Town Commission of the Town of Highland Beach, Florida adopting administrative amendments to the 8TH Edition (2023) of the Florida Building Code; providing for the repeal of all laws in conflict; providing for severability and providing for an effective date (First Reading was December 05, 2023).

- 9. CONSENT AGENDA** (These are items that the Commission typically does not need to discuss individually, and which are voted on as a group.) Public Comments will be limited to three (3) minutes per speaker per item after Commission initial discussion.
- A. Certification of Inadequate Attendance and Automatic Removal of Member Peter Weiner from the Financial Advisory Board effective December 19, 2023
 - B. Approval of Meeting Minutes
December 05, 2023 Town Commission Meeting Minutes
 - C. Approve and authorize the Mayor to execute the First Amendment to Amended and Restated Agreement between the Town of Highland Beach and Palm Beach County for use of the County Public Safety Radio System.
- 10. UNFINISHED BUSINESS** (Public Comments will be limited to three (3) minutes per speaker per item after Town Commission initial discussion.)
- A. Fire Rescue Implementation Update
 - B. Florida Department of Transportation (FDOT) RRR Project Update
 - C. Continued discussion of Milani Park.
- 11. NEW BUSINESS** (Public Comments will be limited to three (3) minutes per speaker per item after Town Commission initial discussion.)
- A. Resolution No. 2023-036
A Resolution of the Town Commission of the Town of Highland Beach, Florida, authorizing the Mayor to execute Amendment No. Nine to the State of Florida Department of Transportation District Four Landscape Inclusive Memorandum of Agreement on behalf of the Town; providing for conflicts; and providing for an effective date.
 - B. Consideration of a request for a Town of Highland Beach Right-of-Way (ROW) permit for the property located at 2362 South Ocean Boulevard.
 - C. Approve and authorize the Mayor to execute an Equipment Lease-Purchase Agreement with Motorola Solutions, Inc. in an amount not to exceed \$294,016.00 for 23 portable radios for the Police Department.
 - D. Approve and authorize Town staff to purchase the Bunker Gear from Bennett Fire Products Co., Inc. in the amount of \$98,530.04 for the Fire Rescue Department (in accordance with Lake County Contract 22-730B).

12. TOWN COMMISSION COMMENTS

Commissioner Judith M. Goldberg

Commissioner Donald Peters

Commissioner Evalyn David

Vice Mayor David Stern

Mayor Natasha Moore

13. TOWN ATTORNEY'S REPORT**14. TOWN MANAGER'S REPORT****15. ADJOURNMENT**

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

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

File Attachments for Item:

A. Ordinance No. 2023-007 (Second Reading/Public Hearing)

An Ordinance of the Town Commission of the Town of Highland Beach, Florida, amending Section 30-7 "Official Zoning Map" of the Town Code of Ordinances to update information pertaining to the date of the most recent amendment to the Town's Official Zoning Map as set forth in Ordinance No. 2022-002; providing for repeal of all ordinances in conflict; providing for severability and codification; and providing an effective date (First Reading was December 05, 2023).



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting
MEETING DATE *December 19, 2023*
SUBMITTED BY: Lanelda Gaskins, Town Clerk's Office
SUBJECT: Ordinance No. 2023-007 (Second Reading/Public Hearing)

An Ordinance of the Town Commission of the Town of Highland Beach, Florida, amending Section 30-7 "Official Zoning Map" of the Town Code of Ordinances to update information pertaining to the date of the most recent amendment to the Town's Official Zoning Map as set forth in Ordinance No. 2022-002; providing for repeal of all ordinances in conflict; providing for severability and codification; and providing an effective date (First Reading was December 05, 2023).

SUMMARY:

On December 5, 2023, the Town Commission discussed and approved the Proposed Ordinance amending Section 30-7 "Official Zoning Map" of the Town Code of Ordinances to update information pertaining to the date of the most recent amendment to the Town's Official Zoning Map as set forth in Ordinance No. 2022-002 on first reading.

Ordinance No. 2023-007 was advertised according to Florida Statutes on December 9, 2023. Therefore Ordinance No. 2023-007 is before the Town Commission for adoption on second and final reading.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Ordinance No. 2023-007 and Legal Advertisement Affidavit

RECOMMENDATION:

Adopt Ordinance No. 2023-007 on the second/final reading.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting

MEETING DATE: December 5, 2023

SUBMITTED BY: Ingrid Allen, Town Planner, Building Department

SUBJECT: AN ORDINANCE OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AMENDING SECTION 30-7 “OFFICIAL ZONING MAP” OF THE TOWN CODE OF ORDINANCES TO UPDATE INFORMATION PERTAINING TO THE DATE OF THE MOST RECENT AMENDMENT TO TOWN’S OFFICIAL ZONING MAP AS SET FORTH IN ORDINANCE NO. 2022-002; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY AND CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

SUMMARY:

In January 2021, the Palm Beach County Property Appraiser advised Town staff that the following three (3) parcels located within the Boca Cove development did not have a zoning district designation:

Parcel Control No. (PCN)	PARCEL ADDRESS	PROPERTY OWNER
24434704010001131	1123 Boca Cove Lane	Bonnie H and Michael K Mazor
24434704000060250	NA	Boca Cove HOA
24434704010001128	NA	Boca Cove HOA

According to the Town’s Zoning Map, all of the parcels located within the Boca Cove development (with the exception of the three (3) parcels noted above) are zoned Residential Multiple Family Low Density (RML). Upon review of Town Ordinance No. 594, which adopted the Zoning Map in 1990, these three (3) parcels were located within the RML Zoning District; however, in error, the Zoning Map (which was in a different mapping format than the Zoning Map adopted under Ordinance No. 594) did not provide any zoning district designation for these parcels. To correct this scrivener’s error, on January 18, 2022, the Town Commission approved the rezoning of these three parcels from no zoning district designation to the RML zoning district (Ordinance No. 2022-002). *Note that one of the three (3) parcels (Parcel control number 24-43-47-04-01-000-1128) did not have a corresponding Future Land Use Designation and therefore to correct this additional scrivener’s error, on September 6, 2022 the Town Commission adopted Ordinance No. 2022-007. Such Ordinance amended the Future Land Use designation of this one (1) parcel from no future land use designation to Multi*

Family Low Density which is the corresponding future land use designation for all of the other parcels in the Boca Cove development.

Staff have worked with the Town’s GIS consultant to revise the Official Zoning Map in accordance with the above-referenced adopted rezoning including the replacement of the Town logo with the latest version (Attachment No. 1). Given Section 30-7 of the Town Code provides for the date and corresponding Ordinance Number of the most recent amendment to the Official Zoning Map, an amendment to this section of the Town Code is required in order to update this information as set forth in Ordinance No. 2022-002. The following amendment to the Town Code of Ordinances is proposed (additions are denoted by an underline, and deletions are denoted by a ~~striketrough~~):

Sec. 30-7. Official zoning map.

(a) Official zoning map. The official zoning map shall be adopted, and amended as necessary, by the town commission. The map shall be signed by the mayor, whose signature shall be attested by the town clerk. The map shall bear the official seal of the Town of Highland Beach. The official zoning map of the Town of Highland Beach, last adopted or amended by Ordinance No. 2022-002 594 on ~~dated~~ January 18, 2022 August 22, 1990, is hereby adopted by reference and without change, and is made a part of this chapter.

Effective October 1, 2023, Section 166.041(4), Florida Statutes requires that before the enactment of a proposed ordinance, the governing body of a municipality shall prepare or cause to be prepared a Business Impact Estimate (BIE). Such BIE is not required for ordinances enacted to implement Part II of Chapter 163, F.S. which includes amendments to the Zoning Code (Chapter 30). Moreover, given the proposed Town Code amendment merely updates information pertaining to the date of the most recent amendment to the Official Zoning Map as set forth in Ordinance 2022-002, there is no direct economic impact on private, for-profit businesses in the Town.

Planning Board recommendation

At the November 9, 2023 Planning Board meeting, the Board made a motion to recommend approval of the Ordinance (motion carried 6-0).

FISCAL IMPACT:

None.

ATTACHMENTS:

New Town Official Zoning Map (Attachment No. 1).

Proposed Ordinance.

Previous Official Zoning Map.

Town Ordinance 2022-002.

RECOMMENDATION:

At the discretion of the Town Commission.

Sold To:

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

Bill To:

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

Published Daily

Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

State Of Florida
County Of Orange

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

The matter of 11720-Notice of Public Meeting .
Was published in said newspaper by print in the issues of, or by publication on the
newspaper’s website, if authorized on Dec 09, 2023

Affiant further says that the newspaper complies with all legal requirements for
publication in Chapter 50, Florida Statutes.



Signature of Affiant

Sworn to and subscribed before me this: December 10, 2023.



Signature of Notary Public



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

Affidavit Delivery Method: E-Mail
Affidavit Email Address: lgaskins@highlandbeach.us
7536769

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

YOU ARE HEREBY NOTIFIED that the Town Commission of the Town of Highland Beach will conduct a Public Hearing on Tuesday, December 19, 2023 at 1:30 PM in the Community Room of the Town Library located at 3618 South Ocean Boulevard, Highland Beach, Florida to consider the following:

ORDINANCE NO. 2023-007

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AMENDING SECTION 30-7 "OFFICIAL ZONING MAP" OF THE TOWN CODE OF ORDINANCES TO UPDATE INFORMATION PERTAINING TO THE DATE OF THE MOST RECENT AMENDMENT TO TOWN'S OFFICIAL ZONING MAP AS SET FORTH IN ORDINANCE NO. 2022-002; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY AND CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

A copy of the proposed ordinance will be available for inspection in the Town Clerk's Office, Monday through Friday, during normal business hours 8:30 A.M. to 4:30 P.M. and on the Town's webpage at <https://highlandbeachfl.municode-meetings.com/> no later than Friday, December 15, 2023.

Any person that decides to appeal any decision made by the Town Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceeding is made, which includes the testimony and evidence upon which the appeal is based. The Town of Highland Beach does not provide such a record.

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

For additional information, please contact the Town Planner at (561) 278-4540.

TOWN OF HIGHLAND BEACH, BUILDING
DEPARTMENT

Lanelda Gaskins, MMC
Town Clerk
12/09/2023 7536769



ORDINANCE NO. 2023-007

AN ORDINANCE OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AMENDING SECTION 30-7 “OFFICIAL ZONING MAP” OF THE TOWN CODE OF ORDINANCES TO UPDATE INFORMATION PERTAINING TO THE DATE OF THE MOST RECENT AMENDMENT TO TOWN’S OFFICIAL ZONING MAP AS SET FORTH IN ORDINANCE NO. 2022-002; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY AND CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Official Zoning Map of the Town of Highland Beach was adopted in 1990 (Ordinance No. 594); and

WHEREAS, in January 2021, the Palm Beach County Property Appraiser advised Town staff that three (3) parcels (Parcel control numbers 24-43-47-04-01-000-1131, 24-43-47-04-00-006-0250, and 24-43-47-04-01-000-1128) located within the Boca Cove development had no zoning district designation; and

WHEREAS, according to the Town Zoning Map, all of the parcels located within the Boca Cove development, with the exception of the three (3) parcels noted above, are zoned Residential Multiple Family Low Density (RML); and

WHEREAS, upon review of the Town Zoning Map adopted by Ordinance No. 594, the three (3) parcels, noted above, were in fact located within the Residential Multiple Family Low Density (RML) zoning district; however, this zoning district designation was not reflected on the current Town Zoning Map; and

WHEREAS, the Town Zoning Map was in a different mapping format than the Town Zoning Map adopted in 1990 (Ordinance No. 594) and the change in format may have contributed to the unintentional scrivener’s error; and

WHEREAS, as a result of this unintentional scrivener’s error, the Town Commission approved the rezoning of the three (3) parcels referenced above on January 18, 2022 (Ordinance No. 2022-002) from no zoning designation to the RML zoning district; and

WHEREAS, Section 30-7 of the Town of Ordinances provides for the adoption or amendment date and other relevant information regarding the Town’s Official Zoning Map that needs to be updated as set forth Ordinance No. 2022-002; and

WHEREAS, the Town Commission wishes to update the amendment date and other relevant information regarding the Town’s Official Zoning Map; and

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

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

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

SECTION 2. The Town of Highland Beach Code of Ordinances, is hereby amended by amending Chapter 30 "Zoning Code," Article I “General Provisions,” Section 30-7 “Official zoning map” to read as follows (additional language underlined and deleted language ~~stricken through~~):

Sec. 30-7. Official zoning map.

(a) *Official zoning map.* The official zoning map shall be adopted, and amended as necessary, by the town commission. The map shall be signed by the mayor, whose signature shall be attested by the town clerk. The map shall bear the official seal of the Town of Highland Beach. The official zoning map of the Town of Highland Beach, last adopted or amended by Ordinance No. 2022-002 594 on ~~dated~~ January 18, 2022 ~~August 22, 1990~~, is hereby adopted by reference and without change, and is made a part of this chapter.

SECTION 3. 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 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. Codification. Section 2 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 6. Effective Date. This Ordinance shall be effective immediately upon adoption at second reading and shall only apply prospectively.

The foregoing Ordinance was moved by Commissioner David, seconded by Vice Mayor Stern and upon being put to the vote, the vote was as follows:

VOTES:	YES	NO
Mayor Natasha Moore	X	
Vice Mayor David Stern	X	
Commissioner Evalyn David	X	
Commissioner Donald Peters	X	
Commissioner Judith M. Goldberg	X	

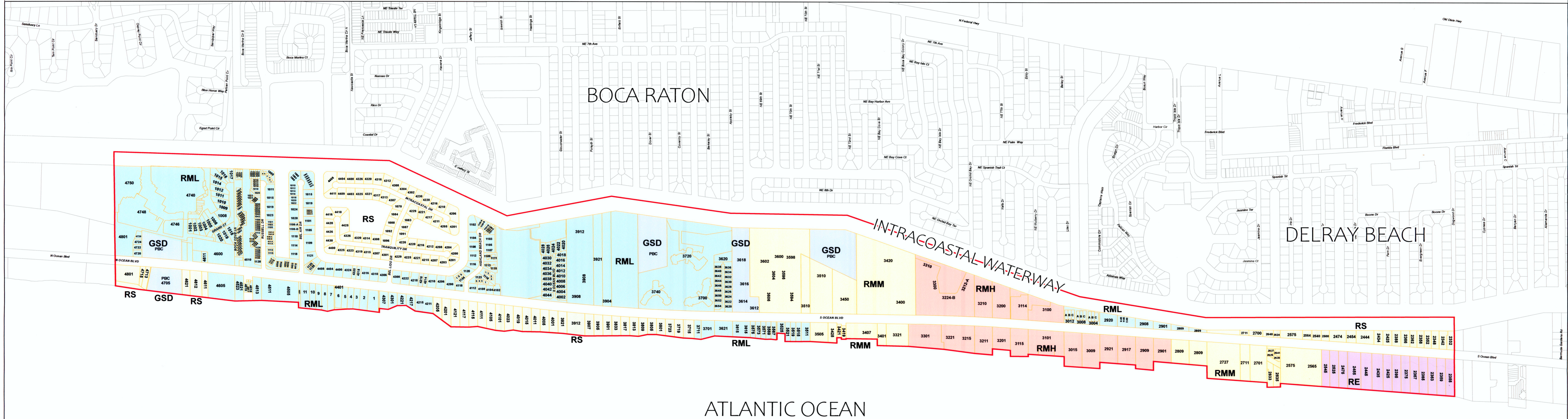
PASSED on first reading at the Regular Commission meeting held on this **5th** day of December **2023**.

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

VOTES:	YES	NO
Mayor Natasha Moore		
Vice Mayor David Stern		
Commissioner Evalyn David		
Commissioner Donald Peters		
Commissioner Judith M. Goldberg		



TOWN OF HIGHLAND BEACH OFFICIAL ZONING MAP



LEGEND - HIGHLAND BEACH ZONING CODE

- GSD Government Services District
- RMH Residential Multiple Family High Density
- RMM Residential Multiple Family Medium Density
- RE Residential Single Family Estates Lots
- RML Residential Multiple Family Low Density
- RS Residential Single Family

THIS IS TO CERTIFY THAT THIS OFFICIAL ZONING MAP SUPERSEDES AND REPLACES THE PREVIOUS OFFICIAL ZONING MAP THAT HAD BEEN ADOPTED BY ORDINANCE NO. 594. THIS LATEST OFFICIAL ZONING MAP WAS ADOPTED ON JANUARY 18, 2022, BY ORDINANCE NO. 2022-002, AS AUTHORIZED BY SECTION 30-7 OF THE TOWN CODE OF ORDINANCES.

TOWN COMMISSION

 DOUGLAS HILLMAN, Mayor

 Natasha Moore
 NATASHA MOORE, Vice Mayor

 Peggy Gossett-Seidman
 PEGGY GOSSETT-SEIDMAN, Comm.

 Evalyn David
 EVALYN DAVID, Comm.

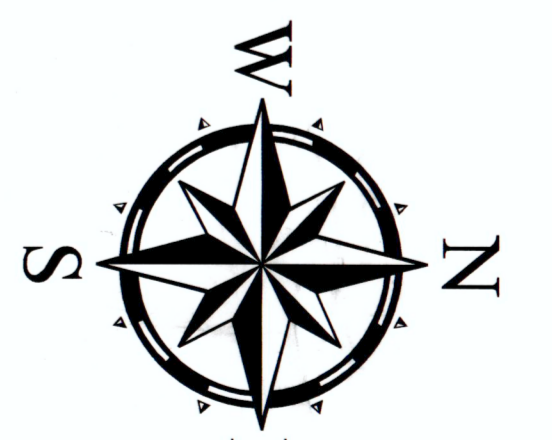
 John Shoemaker
 JOHN SHOEMAKER, Comm.

TOWN MANAGER

 Marshall Labadie
 MARSHALL LABADIE

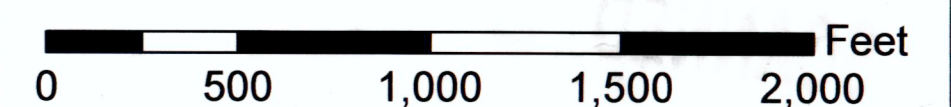
ATTESTATION

 Lanelda Gaskins, Town Clerk
 ADOPTED 1-18-2022
 ORDINANCE NO. 2022-002



SCALE

When Printed on 24" x 36"
 1 inch = 500 feet



File Attachments for Item:

B. Ordinance No. 2023-008 (Second Reading/Public Hearing)

An Ordinance of the Town Commission of the Town of Highland Beach, Florida adopting administrative amendments to the 8TH Edition (2023) of the Florida Building Code; providing for the repeal of all laws in conflict; providing for severability and providing for an effective date (First Reading was December 05, 2023).



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

Revised 12/18/2023

MEETING TYPE: Town Commission Meeting

MEETING DATE *December 19, 2023*

SUBMITTED BY: Lanelda Gaskins, Town Clerk's Office

SUBJECT: Ordinance No. 2023-008 (Second Reading/Public Hearing)

An Ordinance of the Town Commission of the Town of Highland Beach, Florida adopting administrative amendments to the 8TH Edition (2023) of the Florida Building Code; providing for the repeal of all laws in conflict; providing for severability and providing for an effective date (First Reading was December 05, 2023).

SUMMARY:

On December 5, 2023, the Town Commission discussed and approved the Proposed Ordinance adopting administrative amendments to the 8TH Edition (2023) of the Florida Building Code on first reading.

Ordinance No. 2023-008 was advertised according to Florida Statutes on December 9, 2023. Therefore Ordinance No. 2023-008 is before the Town Commission for adoption on second and final reading.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Ordinance No. 2023-008 and Legal Advertisement Affidavit

RECOMMENDATION:

Adopt Ordinance No. 2023-008 on the second/final reading.



**TOWN OF HIGHLAND BEACH
ORDINANCE NO. 2023-008**

AN ORDINANCE OF THE TOWN OF HIGHLAND BEACH, FLORIDA, ADOPTING ADMINISTRATIVE AMENDMENTS TO THE 8TH EDITION (2023) OF THE FLORIDA BUILDING CODE; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, as set forth in Section 6-27 of the Town Code of Ordinances, the Town has amended and supplemented Chapter 1 of the Florida Building through the adoption of Administrative Amendments as authorized by Section 553.73(4)(a), Florida Statutes; and

WHEREAS, the Florida Building Commission has developed an 8th Edition (2023) of the Florida Building Code with a proposed effective date of December 31, 2023; and

WHEREAS, the prior Administrative Amendments expire with the prior edition of the Florida Building Code, and the Town wishes to adopt new Administrative Amendments effective upon the effective date of the 8th Edition of the Florida Building Code; and

WHEREAS, the Town Commission has determined that the adoption of Administrative Amendments to the Florida Building Code is in the best interests of the Town of Highland Beach.

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

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

Section 2. The Town of Highland hereby adopts Administrative Amendments to the 8th Edition (2023) of the Florida Building Code, attached hereto as Exhibit “A” and incorporated herein by reference. The Administrative Amendments shall be effective upon the effective date of the 8th Edition (2023) of the Florida Building Code.

Section 3. 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 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances or resolutions or parts of resolution in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Effective Date. This Ordinance shall be effective immediately upon adoption at second reading and shall only apply prospectively.

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

VOTES:	YES	NO
Mayor Natasha Moore	X	
Vice Mayor David Stern	X	
Commissioner Evalyn David	X	
Commissioner Donald Peters	X	
Commissioner Judith M. Goldberg	X	

PASSED on first reading at the Regular Commission meeting held on this **5th** day of December **2023**.

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

VOTES:	YES	NO
Mayor Natasha Moore		
Vice Mayor David Stern		
Commissioner Evalyn David		
Commissioner Donald Peters		
Commissioner Judith M. Goldberg		

ATTEST:

Natasha Moore, Mayor

**REVIEWED FOR LEGAL
SUFFICIENCY**

Lanelda Gaskins, MMC
Town Clerk

Glen Torcivia, Town Attorney
Town of Highland Beach



TOWN OF HIGHLAND BEACH
ADMINISTRATIVE CODE CHAPTER 1
FOR THE 8th Edition (2023) FLORIDA BUILDING CODE

BOAF Model Administrative Code – 8th Edition (2023)

The Building Officials Association of Florida is proud to present this model document for use by its members as a tool to facilitate the uniform and consistent application of local amendments to the administrative provisions of the Florida Building Code. Every effort has been made to present the amendments in mandatory language format. The language that is shaded represents those text revisions approved by the BOAF Board of Directors.

Copyright Notice

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CHAPTER 1
SCOPE AND ADMINISTRATION

PART 1—SCOPE AND APPLICATION

SECTION 101
GENERAL

[A] **101.1 Title.** These regulations shall be known as the *Florida Building Code*, hereinafter referred to as “this code.”

[A] **101.2 Scope.** The provisions of this code shall apply to the construction, *alteration*, relocation, enlargement, replacement, *repair*, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

Exceptions:

1. Detached one-and two-family *dwelling*s and multiple single-family *dwelling*s (*townhouses*) not more than three *stories above grade plane* in height with a separate *means of egress*, and their accessory structures not more than three *stories above grade plane* in height, shall comply with this code or the *Florida Building Code, Residential*.
2. Code requirements that address snow loads and earthquake protection are pervasive; they are left in place but shall not be utilized or enforced because Florida has no snow load or earthquake threat.

[A] **101.2.1 Appendices.** Provisions in the appendices shall not apply unless specifically adopted. The Town of Highland Beach adopts Appendices H & K (except K111.4) of the Florida Building Code.

101.2.2 Residential Construction standards or practices which are not covered by Florida Building Code, Residential volume shall be in accordance with the provisions of Florida Building Code, Building.

[A] **101.3 Intent.** The purpose of this code is to establish the minimum requirements to provide a reasonable level of safety, public health and general welfare through structural strength, *means of egress* facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide a reasonable level of safety to fire fighters and emergency responders during emergency operations.

101.3.1 Quality control. Quality control of materials and workmanship is not within the purview of this code except as it relates to the purposes stated herein.

101.3.2 Warranty and Liability. The permitting, plan review or inspection of any building, system or plan by this jurisdiction, under the requirements of this code, shall not be construed in any court as a warranty of the physical condition of such building, system or plan or their adequacy. This jurisdiction shall not be liable in tort for damages or hazardous or illegal condition or inadequacy in such building, system or plan, nor for any failure of any component of such, which may occur subsequent to such inspection or permitting.

[A] **101.4 Referenced codes.** The other codes listed in Sections 101.4.1 through 101.4.9 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference.

[A] **101.4.1 Gas.** The provisions of the *Florida Building Code, Fuel Gas* shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

[A] **101.4.2 Mechanical.** The provisions of the *Florida Building Code, Mechanical* shall apply to the installation,

alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy related systems.

[A] 101.4.3 Plumbing. The provisions of the *Florida Building Code, Plumbing* shall apply to the installation, *alteration, repair* and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system.

[A] 101.4.4 Property maintenance. The provisions of the *International Property Maintenance Code* shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards; responsibilities of owners, operators and occupants; and occupancy of existing premises and structures.

[A] 101.4.5 Fire prevention. For provisions related to fire prevention, refer to the *Florida Fire Prevention Code*. The *Florida Fire Prevention Code* shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, *repair, alteration* or removal of fire suppression, *automatic sprinkler systems* and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

[A] 101.4.6 Energy. The provisions of the *Florida Building Code, Energy Conservation* shall apply to all matters governing the design and construction of buildings for energy efficiency.

[A] 101.4.7 Existing buildings. The provisions of the *Florida Building Code, Existing Building* shall apply to matters governing the *repair, alteration, change of occupancy, addition* to and relocation of existing buildings.

101.4.8 Accessibility. For provisions related to accessibility, refer to the *Florida Building Code, Accessibility*.

101.4.9 Manufactured buildings. For additional administrative and special code requirements, see Section 458, *Florida Building Code, Building*, and Rule 61-41 F.A.C.

**SECTION 102
APPLICABILITY**

[A] 102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern.

102.1.1 *The Florida Building Code* does not apply to, and no code enforcement action shall be brought with respect to, zoning requirements, land use requirements and owner specifications or programmatic requirements which do not pertain to and govern the design, construction, erection, alteration, modification, repair or demolition of public or private buildings, structures or facilities or to programmatic requirements that do not pertain to enforcement of the *Florida Building Code*. Additionally, a local code enforcement agency may not administer or enforce the *Florida Building Code, Building* to prevent the siting of any publicly owned facility, including, but not limited to, correctional facilities, juvenile justice facilities, or state universities, community colleges, or public education facilities, as provided by law.

102.2 Building. The provisions of the *Florida Building Code* shall apply to the construction, erection, alteration, modification, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every public and private building, structure or facility or floating residential structure, or any appurtenances connected or attached to such buildings, structures or facilities. Additions, alterations, repairs and changes of use or occupancy group in all buildings and structures shall comply with the provisions provided in the *Florida Building Code, Existing Building*. The following buildings, structures and facilities are exempt from the *Florida Building Code* as provided by law, and any further exemptions shall be as determined by the legislature and provided by law:

- (a) Building and structures specifically regulated and preempted by the federal government.

- (b) Railroads and ancillary facilities associated with the railroad.
- (c) Nonresidential farm buildings on farms.
- (d) Temporary buildings or sheds used exclusively for construction purposes.
- (e) Mobile or modular structures used as temporary offices, except that the provisions of Part II (Sections 553.501-553.513, *Florida Statutes*) relating to accessibility by persons with disabilities shall apply to such mobile or modular structures. Permits shall be required for structural support and tie-down, electric supply and all other such utility connections to such mobile or modular structures as required by this jurisdiction.
- (f) Those structures or facilities of electric utilities, as defined in Section 366.02, *Florida Statutes*, which are directly involved in the generation, transmission, or distribution of electricity.
- (g) Temporary sets, assemblies, or structures used in commercial motion picture or television production, or any sound-recording equipment used in such production, on or off the premises.
- (h) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term “chickee” means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other nonwood features.
- (i) Family mausoleums not exceeding 250 square feet (23 m²) in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
- (j) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.
- (k) A building or structure having less than 1,000 square feet (93 m²) which is constructed and owned by a natural person for hunting and which is repaired or reconstructed to the same dimension and condition as existed on January 1, 2011, if the building or structure:
 - 1. Is not rented or leased or used as a principal residence;
 - 2. Is not located within the 100-year flood plain according to the Federal Emergency Management Agency’s current Flood Insurance Rate Map; and
 - 3. Is not connected to an off-site electric power or water supply.
- (l) A drone port as defined in s. 330.41(2).

102.2.1 In addition to the requirements of Sections 553.79 and 553.80, *Florida Statutes*, facilities subject to the provisions of Chapter 395, *Florida Statutes*, and Part II of Chapter 400, *Florida Statutes*, shall have facility plans reviewed and construction surveyed by the state agency authorized to do so under the requirements of Chapter 395, *Florida Statutes*, and Part II of Chapter 400, *Florida Statutes*, and the certification requirements of the federal government.

102.2.2 Residential buildings or structures moved into or within a county or municipality shall not be required to be brought into compliance with the state minimum building code in force at the time the building or structure is moved, provided:

- 1. The building or structure is structurally sound and in occupiable condition for its intended use;
- 2. The occupancy use classification for the building or structure is not changed as a result of the move;
- 3. The building is not substantially remodeled;
- 4. Current fire code requirements for ingress and egress are met;
- 5. Electrical, gas and plumbing systems meet the codes in force at the time of construction and are operational and safe for reconnection; and
- 6. Foundation plans are sealed by a professional engineer or architect licensed to practice in this state, if required by the *Florida Building Code, Building* for all residential buildings or structures of the same occupancy class.

102.2.3 The *building official* shall apply the same standard to a moved residential building or structure as that applied to the remodeling of any comparable residential building or structure to determine whether the moved structure is substantially remodeled. The cost of the foundation on which the moved building or structure is placed shall not be included in the cost of remodeling for purposes of determining whether a moved building or structure has been substantially remodeled.

102.2.4 This section does not apply to the jurisdiction and authority of the Department of Agriculture and Consumer Services to inspect amusement rides or the Department of Financial Services to inspect state-owned buildings and boilers.

102.2.5 Each enforcement district or local enforcement agency shall be governed by a board, the composition of which shall be determined by the affected localities.

1. At its own option, each enforcement district or local enforcement agency may adopt rules granting to the owner of a single-family residence one or more exemptions from the *Florida Building Code* relating to:
 - a. Addition, alteration, or repairs performed by the property owner upon his or her own property, provided any addition, alteration or repair shall not exceed 1,000 square feet (93 m²) or the square footage of the primary structure, whichever is less.
 - b. Addition, alteration, or repairs by a nonowner within a specific cost limitation set by rule, provided the total cost shall not exceed \$5,000 within any 12-month period.
 - c. Building plans review and inspection fees.
2. However, the exemptions under subparagraph 1 do not apply to single-family residences that are located in mapped flood hazard areas, as defined in the code, unless the enforcement district or local enforcement agency has determined that the work, which is otherwise exempt, does not constitute a substantial improvement, including the repair of substantial damage, of such single-family residences.
3. Each code exemption, as defined in sub-subparagraphs 1a, 1b, and 1c shall be certified to the local board 10 days prior to implementation and shall only be effective in the territorial jurisdiction of the enforcement district or local enforcement agency implementing it.

102.2.6 This section does not apply to swings and other playground equipment accessory to a one- or two-family dwelling.

Exception: Electrical service to such playground equipment shall be in accordance with Chapter 27 of this code.

[A] 102.3 Application of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

[A] 102.4 Referenced codes and standards. The codes and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.4.1 and 102.4.2.

[A] 102.4.1 Conflicts. Where conflicts occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

[A] 102.4.2 Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code or the Florida Codes listed in Section 101.4, the provisions of this code or the Florida Codes listed in Section 101.4, as applicable, shall take precedence over the provisions in the referenced code or standard.

[A] 102.5 Partial invalidity. In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

[A] 102.6 Existing structures. The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as otherwise specifically provided in this code, the *Florida Building Code*, *Existing Building*, *International Property Maintenance Code*, or the *Florida Fire Prevention Code*.

[A] 102.6.1 Buildings not previously occupied. A building or portion of a building that has not been previously occupied or used for its intended purpose in accordance with the laws in existence at the time of its completion shall comply with the provisions of the *Florida Building Code*, *Building* or *Florida Building Code, Residential*, as applicable, for new construction or with any current *permit* for such occupancy.

[A] 102.6.2 Buildings previously occupied. The legal occupancy of any building existing on the date of adoption of

this code shall be permitted to continue without change, except as otherwise specifically provided in this code, the *Florida Fire Prevention Code*, *International Property Maintenance Code*, or as is deemed necessary by the *building official* for the general safety and welfare of the occupants and the public.

102.7 Relocation of manufactured buildings.

- (1) Relocation of an existing manufactured building does not constitute an alteration.
- (2) A relocated building shall comply with wind speed requirements of the new location, using the appropriate wind speed map. If the existing building was manufactured in compliance with the Standard Building Code (prior to March 1, 2002), the wind speed map of the Standard Building Code shall be applicable. If the existing building was manufactured in compliance with the *Florida Building Code* (on or after March 1, 2002), the wind speed map of the *Florida Building Code* shall be applicable.
- (3) A relocated building shall comply with the flood hazard area requirements of the new location, if applicable.

102.8 Existing mechanical equipment. An agency or local government may not require that existing mechanical equipment located on or above the surface of a roof be installed in compliance with the requirements of the *Florida Building Code* except during reroofing when the equipment is being replaced or moved and is not in compliance with the provisions of the *Florida Building Code* relating to roof-mounted mechanical units.

PART 2—ADMINISTRATION AND ENFORCEMENT

SECTION 103

DEPARTMENT OF BUILDING SAFETY

103.1 Creation of enforcement agency. The Department of Building Safety is hereby created and the official in charge thereof shall be known as the *building official*.

103.2 Appointment. The *building official* shall be appointed by the chief appointing authority of the jurisdiction.

103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the *building official* shall have the authority to appoint a deputy *building official*, the related technical officers, inspectors, plan examiners and other employees. Such employees shall have powers as delegated by the *building official*.

For the maintenance of existing properties, see the *International Property Maintenance Code*.

SECTION 104

DUTIES AND POWERS OF BUILDING OFFICIAL

[A] 104.1 General. The *building official* is hereby authorized and directed to enforce the provisions of this code. The *building official* shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

[A] 104.2 Applications and permits. The *building official* shall receive applications, review *construction documents* and issue *permits* for the erection, and *alteration*, demolition and moving of buildings and structures, inspect the premises for which such *permits* have been issued and enforce compliance with the provisions of this code.

104.2.1 Determination of substantially improved or substantially damaged existing buildings and structures in flood hazard areas. For applications for reconstruction, rehabilitation, *repair*, *alteration*, *addition* or other improvement of existing buildings or structures located in *flood hazard areas*, the *building official* shall determine if the proposed work constitutes substantial improvement or *repair of substantial damage*. Where the *building official* determines that the proposed work constitutes *substantial improvement* or *repair of substantial damage*,

and where required by this code, the *building official* shall require the building to meet the requirements of Section 1612 or R322 of the Florida Building Code, Residential, as applicable.

[A] 104.3 Notices and orders. The *building official* shall issue all necessary notices or orders to ensure compliance with this code.

[A] 104.4 Inspections. The *building official* shall make all of the required inspections, or the *building official* shall have the authority to accept reports of inspection by *approved agencies* or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such *approved agency* or by the responsible individual. The *building official* is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

[A] 104.5 Identification. The *building official* shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

[A] 104.6 Right of entry. Where it is necessary to make an inspection to enforce the provisions of this code, or where the *building official* has reasonable cause to believe that there exists in a structure or upon a premises a condition which is contrary to or in violation of this code which makes the structure or premises unsafe, dangerous or hazardous, the *building official* is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this code, provided that if such structure or premises be occupied that credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the *building official* shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the *building official* shall have recourse to the remedies provided by law to secure entry.

[A] 104.7 Department records. The *building official* shall keep official records of applications received, *permits* and certificates issued, fees collected, reports of inspections, and notices and orders issued. Such records shall be retained in the official records for the period required for retention of public records per FS 119.

104.8 Liability. The *building official*, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be civilly or criminally rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by legal representative of the jurisdiction until the final termination of the proceedings. The *building official* or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

[A] 104.8.1 Legal defense. Any suit or criminal complaint instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by legal representatives of the jurisdiction until the final termination of the proceedings. The *building official* or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

[A] 104.9 Approved materials and equipment. Materials, equipment and devices *approved* by the *building official* shall be constructed and installed in accordance with such approval.

[A] 104.9.1 Used materials and equipment. The use of used materials that meet the requirements of this code for new materials is permitted. Used equipment and devices shall not be reused unless *approved* by the *building official*.

[A] 104.10 Modifications. Wherever there are practical difficulties involved in carrying out the provisions of this

code, the *building official* shall have the authority to grant modifications for individual cases, upon application of the owner or owner’s representative, provided the *building official* shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, accessibility, life and fire safety, or structural requirements. The details of action granting modifications shall be recorded and entered in the files of the department of building safety.

104.10.1 Flood hazard areas. The *building official* shall coordinate with the floodplain administrator to review requests submitted to the *building official* that seek approval to modify the strict application of the flood resistant construction requirements of the *Florida Building Code* to determine whether such requests require the granting of a variance pursuant to Section 117.

104.11 Alternative materials, design and methods of construction and equipment. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been *approved*. An alternative material, design or method of construction shall be *approved* where the *building official* finds that the proposed alternative meets all of the following:

1. The alternative material, design or method of construction is satisfactory and complies with the intent of the provisions of this code,
2. The material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code as it pertains to the following:
 - 2.1. Quality.
 - 2.2. Strength.
 - 2.3. Effectiveness.
 - 2.4. *Fire resistance*.
 - 2.5. Durability.
 - 2.6. Safety.

Where the alternative material, design or method of construction is not *approved*, the *building official* shall respond in writing, stating the reasons why the alternative was not *approved*.

[A] 104.11.1 Research reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from *approved* sources.

[A] 104.11.2 Tests. Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the *building official* shall have the authority to require tests as evidence of compliance to be made at no expense to the jurisdiction. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the *building official* shall approve the testing procedures. Tests shall be performed by an *approved agency*. Reports of such tests shall be retained by the *building official* for the period required for retention of public records.

104.12 Requirements not covered by code. Any requirements necessary for strength, stability or proper operation of an existing or proposed building, structure, electrical, gas, mechanical or plumbing system, or for the public safety, health and general welfare, not specifically covered by this or other technical codes, shall be determined by the *building official*.

**SECTION 105
PERMITS**

[A] 105.1 Required. Any *owner* or owner’s authorized agent who intends to construct, enlarge, alter, *repair*, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, *repair*,

remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be performed, shall first make application to the *building official* and obtain the required *permit*.

[A] 105.1.1 Annual facility *permit*. In lieu of an individual *permit* for each *alteration* to an existing electrical, gas, mechanical, plumbing or interior nonstructural office system(s), the *building official* is authorized to issue an annual *permit* for any occupancy to facilitate routine or emergency service, repair, refurbishing, minor renovations of service systems or manufacturing equipment installations/relocations. The *building official* shall be notified of major changes and shall retain the right to make inspections at the facility site as deemed necessary. An annual facility *permit* shall be assessed with an annual fee and shall be valid for one year from date of issuance. A separate *permit* shall be obtained for each facility and for each construction trade, as applicable. The *permit* application shall contain a general description of the parameters of work intended to be performed during the year.

[A] 105.1.2 Annual Facility *permit* records. The person to whom an annual *permit* is issued shall keep a detailed record of *alterations* made under such annual *permit*. The *building official* shall have access to such records at all times or such records shall be filed with the *building official* as designated.

105.1.3 Food *permit*. In accordance with Section 500.12, *Florida Statutes*, a food *permit* from the Department of Agriculture and Consumer Services is required of any person who operates a food establishment or retail store.

105.1.4 Public swimming pool. The local enforcing agency may not issue a building permit to construct, develop, or modify a public swimming pool without proof of application, whether complete or incomplete, for an operating *permit* pursuant to Section 514.031, *Florida Statutes*. A certificate of completion or occupancy may not be issued until such operating *permit* is issued. The local enforcing agency shall conduct their review of the building *permit* application upon filing and in accordance with Chapter 553, *Florida Statutes*. The local enforcing agency may confer with the Department of Health, if necessary, but may not delay the building *permit* application review while awaiting comment from the Department of Health.

[A] 105.2 Work exempt from *permit*. Exemptions from *permit* requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction, to include work in any special flood hazard area. Exemptions granted under this section do not relieve the owner or contractor from their duty to comply with applicable provisions of the Florida Building Code, and requirements of the *local floodplain management ordinance*. *Permits* shall not be required for the following:

Building:

1. Fences not over 7 feet (1829 mm) high. All walls require a permit.
2. Oil derricks.
3. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18 925 L) and the ratio of height to diameter or width does not exceed 2:1.
4. Painting, papering, tiling, carpeting, cabinet-refacing, counter tops and similar finish work within single or two-family dwellings or *townhouses*.
5. Painting, papering, carpeting, & cabinet refacing in other than single or two-family dwellings or townhouses such as condominiums, apartment & commercial buildings, etc.
6. Temporary motion picture, television and theater stage sets and scenery.
7. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, do not exceed 5,000 gallons (18 925 L) and are installed entirely above ground.
8. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.
9. Swings and other playground equipment accessory to detached one- and two-family *dwellings*.
10. Window *awnings* supported by an *exterior wall* that do not project more than 54 inches (1372 mm) from the *exterior wall* and do not require additional support, of Groups R-3 and U occupancies.

11. Non fixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

Electrical:

Repairs and maintenance: Minor repair work, including the replacement of lamps or the connection of *approved* portable electrical equipment to *approved* permanently installed receptacles.

Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and the installations of towers and antennas.

Temporary testing systems: A *permit* shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

Gas:

12. Portable heating appliance.
13. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliance.
2. Portable ventilation equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part that does not alter its approval or make it unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of 1 horsepower (0.75 kW) or less.
8. The installation, replacement, removal or metering of any load management control device.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe, provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a *permit* shall be obtained and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

[A] 105.2.1 Emergency repairs. Where equipment replacements and repairs must be performed in an emergency situation, the *permit* application shall be submitted within the next working business day to the *building official*.

[A] 105.2.2 Minor repairs. Ordinary minor repairs may be made with the approval of the *building official* without a *permit*, provided the repairs do not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required *means of egress*, or rearrangement of parts of a structure affecting the egress requirements; nor shall ordinary repairs include *addition* to, *alteration* of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring systems or mechanical equipment or other work affecting public health or general safety, and such repairs shall not violate any of the provisions of the technical codes.

[A] 105.2.3 Public service agencies. A *permit* shall not be required for the installation, *alteration* or repair of generation, transmission, distribution or metering or other related equipment that is under the ownership and control of public service agencies by established right.

[A] 105.3 Application for *permit*. To obtain a *permit*, the applicant shall first file an application therefore in writing on a form furnished by the building department for that purpose.

Permit application forms shall be in the format prescribed by a local administrative board, if applicable, and must comply with the requirements of Sections 713.135(5) and (6), *Florida Statutes*.

Each application shall be inscribed with the date of application, and the code in effect as of that date. For a building *permit* for which an application is submitted prior to the effective date of the *Florida Building Code*, the state minimum building code in effect in the permitting jurisdiction on the date of the application governs the permitted work for the life of the *permit* and any extension granted to the *permit*.

Effective October 1, 2017, a local enforcement agency shall post each type of building *permit* application on its website. Completed applications must be able to be submitted electronically to the appropriate building department. Accepted methods of electronic submission include, but are not limited to, e-mail submission of applications in portable document format or submission of applications through an electronic fill-in form available on the building department's website or through a third-party submission management software. Payments, attachments, or drawings required as part of the application may be submitted in person in a nonelectronic format, at the discretion of the *building official*.

[A] 105.3.1 Action on application. The *building official* shall examine or cause to be examined applications for *permits* and amendments thereto within a reasonable time after filing. If the application or the *construction documents* do not conform to the requirements of pertinent laws, the *building official* shall reject such application in writing, stating the reasons therefore. If the *building official* is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable thereto, the *building official* shall issue a *permit* therefor as soon as practicable. When authorized through contractual agreement with a school board, in acting on applications for *permits*, the *building official* shall give first priority to any applications for the construction of, or addition or renovation to, any school or educational facility.

105.3.1.1 If a state university, Florida college or public school district elects to use a local government's code enforcement offices, fees charged by counties and municipalities for enforcement of the *Florida Building Code* on buildings, structures, and facilities of state universities, state colleges, and public school districts shall not be more than the actual labor and administrative costs incurred for plans review and inspections to ensure compliance with the code.

105.3.1.2 No *permit* may be issued for any building construction, erection, alteration, modification, repair, or addition unless the applicant for such *permit* provides to the enforcing agency which issues the *permit* any of the following documents which apply to the construction for which the *permit* is to be issued and which shall be prepared by or under the direction of an engineer registered under Chapter 471, *Florida Statutes*:

1. Plumbing documents for any new building or addition which requires a plumbing system with more than 250 fixture units or which costs more than \$125,000.
2. Fire sprinkler documents for any new building or addition which includes a fire sprinkler system which contains 50 or more sprinkler heads. Personnel as authorized by chapter 633 *Florida Statutes*, may design a new fire protection system of 49 or fewer sprinklers; may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation or deletion of 249 or fewer sprinklers, and the addition of up to 49 sprinklers, as long as the cumulative total number of fire sprinklers being added, relocated, or deleted does not exceed 249, notwithstanding the size of the existing fire sprinkler system; or may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation or deletion of 249 or fewer sprinklers, notwithstanding the size of the existing fire sprinkler system, if there is no change of occupancy of the affected areas, as defined in this Code and the Florida Fire Prevention Code, and there is no change in the water demand as defined in NFPA 13, "Standard for the Installation of Sprinkler Systems," and if the occupancy hazard classification as defined in NFPA 13 is reduced or remains the same as a result of the alteration.
3. Heating, ventilation, and air-conditioning documents for any new building or addition which requires more than a 15-ton-per-system capacity which is designed to accommodate 100 or more persons or for which the system costs more than \$125,000. This paragraph does not include any document for the replacement or repair of an existing system in which the work does not require altering a structural part of the building or for work on a residential one-, two-, three-, or four-family structure.

An air-conditioning system may be designed by an installing air-conditioning contractor certified under Chapter 489, *Florida Statutes*, to serve any building or addition which is designed to accommodate fewer

than 100 persons and requires an air-conditioning system with a value of \$125,000 or less; and when a 15-ton-per system or less is designed for a singular space of a building and each 15-ton system or less has an independent duct system. Systems not complying with the above require design documents that are to be sealed by a professional engineer.

Example 1: When a space has two 10-ton systems with each having an independent duct system, the contractor may design these two systems since each unit (system) is less than 15 tons.

Example 2: Consider a small single-story office building which consists of six individual offices where each office has a single three-ton package air conditioning heat pump. The six heat pumps are connected to a single water cooling tower. The cost of the entire heating, ventilation and air-conditioning work is \$47,000 and the office building accommodates fewer than 100 persons. Because the six mechanical units are connected to a common water tower, this is considered to be an 18-ton system.

Note: It was further clarified by the Commission that the limiting criteria of 100 persons and \$125,000 apply to the building occupancy load and the cost for the total air-conditioning system of the building.

4. Any specialized mechanical, electrical, or plumbing document for any new building or addition which includes a medical gas, oxygen, steam, vacuum, toxic air filtration, halon, or fire detection and alarm system which costs more than \$5,000.

Exception:

Simplified permitting processes.

- (1) As used in this section, the term:

- (a) "Component" means valves, fire sprinklers, escutcheons, hangers, compressors, or any other item deemed acceptable by the local enforcing agency. For purposes of this paragraph, a valve does not include pressure-regulating, pressure-reducing, or pressure-control valves.

- (b) "Contractor" means a person who:

1. Is qualified to engage in the business of electrical or alarm system contracting pursuant to a certificate or registration issued by the department under part II of chapter 489, Florida Statutes; or

2. Is qualified to engage in the business of fire protection system contracting pursuant to a license or certificate issued by the State Fire Marshal.

- (c) "Fire alarm system project" means a fire alarm system alteration of a total of 20 or fewer initiating devices and notification devices, or the installation or replacement of a fire communicator connected to an existing fire alarm control panel in an existing commercial, residential, apartment, cooperative, or condominium building.

- (d) "Fire sprinkler system project" means a fire protection system alteration of a total of 20 or fewer fire sprinklers in which the sprinklers are of the same K-factor and located in spaces where there is no change of hazard classification or increased system coverage area, or the installation or replacement of an equivalent if the component has the same or better characteristics, including electrical, hydraulic, pressure losses, and required listings and spacing as the component being replaced.

- (2)(a) A local enforcement agency may require a contractor, as a condition of obtaining a *permit* for a fire alarm system project or fire sprinkler system project, to submit a completed application and payment.

- (b) A local enforcement agency may not require a contractor to submit plans or specifications as a condition of obtaining a *permit* for a fire alarm system project or fire sprinkler system project.

- (3) A local enforcement agency must issue a permit for a fire alarm system project or a fire sprinkler system project in person or electronically.

(4) A local enforcement agency must require at least one inspection of a fire alarm system project or fire sprinkler system project to ensure compliance with applicable codes and standards. If a fire alarm system project or fire sprinkler system project fails an inspection, the contractor must take corrective action as necessary to pass inspection.

(5)(a) For a fire sprinkler alarm system project, a contractor must keep a copy of the plans and specifications at the fire alarm system project worksite and make such plans and specifications available to the inspector at each inspection.

(b) For a fire sprinkler system project to alter an existing fire projection system, a contractor must keep a copy of the plans and specifications at the fire sprinklers system project worksite and make such plans and specifications available to the inspector at each inspection.

(c) For a fire sprinkler system project to install or replace a component, a contractor must keep a copy of the manufacturer's installation instructions and any pertinent testing instructions needed to certify or accept the component at the fire sprinkler system project worksite and make such documents available to the inspector at each inspection.

5. Electrical documents. See *Florida Statutes* 471.003(2)(h). Any electrical or plumbing or air-conditioning and refrigeration system meeting the following thresholds are required to be designed by a Florida Registered Engineer. The system, Requires an electrical system with a value of over \$125,000; and Requires an aggregate service capacity of over 600 amperes (240 volts) on a residential electrical system or over 800 amperes (240 volts) on a commercial or industrial electrical system;

Note: It was further clarified by the Commission that the limiting factor of 240 volt or over is required to be designed by an Engineer. Documents requiring an engineer seal by this part shall not be valid unless a professional engineer who possesses a valid certificate of registration has signed, dated, and stamped such document as provided in Section 471.025, *Florida Statutes*.

6. All public swimming pools and public bathing places defined by and regulated under Chapter 514, *Florida Statutes*.

[A] 105.3.2 Time limitation of application. An application for a *permit* for any proposed work shall be deemed to have been abandoned becoming null and void 180 days after the date of filing, unless such application has been pursued in good faith or a *permit* has been issued; except that the *building official* is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing and justifiable cause demonstrated.

105.3.3 An enforcing authority may not issue a building *permit* for any building construction, erection, alteration, modification, repair or addition unless the *permit* either includes on its face or there is attached to the *permit* the following statement: "NOTICE: In addition to the requirements of this *permit*, there may be additional restrictions applicable to this property that may be found in the public records of this county, and there may be additional *permits* required from other governmental entities such as water management districts, state agencies, or federal agencies."

105.3.4 A building *permit* for a single-family residential dwelling must be issued within 30 working days of application therefor unless unusual circumstances require a longer time for processing the application or unless the *permit* application fails to satisfy the *Florida Building Code* or the enforcing agency's laws or ordinances.

105.3.5 Identification of minimum premium policy. Except as otherwise provided in Chapter 440, *Florida Statutes*, Workers' Compensation, every employer shall, as a condition to receiving a building *permit*, show proof that it has secured compensation for its employees as provided in Sections 440.10 and 440.38, *Florida Statutes*.

105.3.6 Asbestos removal. Moving, removal or disposal of asbestos-containing materials on a residential building where the owner occupies the building, the building is not for sale or lease, and the work is performed according to the owner-builder limitations provided in this paragraph. To qualify for exemption under this paragraph, an owner must personally appear and sign the building *permit* application. The permitting agency shall provide the person with a disclosure statement in substantially the following form:

Disclosure Statement: State law requires asbestos abatement to be done by licensed contractors. You have applied for a *permit* under an exemption to that law. The exemption allows you, as the owner of your property, to act as your own asbestos abatement contractor even though you do not have a license. You must supervise the construction yourself. You may move, remove or dispose of asbestos-containing materials on a residential building where you occupy the building and the building is not for sale or lease, or the building is a farm outbuilding on your property. If you sell or lease such building within 1 year after the asbestos abatement is complete, the law will presume that you intended to sell or lease the property at the time the work was done, which is a violation of this exemption. You may not hire an unlicensed person as your contractor. Your work must be done according to all local, state and federal laws and regulations which apply to asbestos abatement projects. It is your responsibility to make sure that people employed by you have licenses required by state law and by county or municipal licensing ordinances.

105.3.7 Applicable Code for Manufactured Buildings. Manufacturers should be permitted to complete all buildings designed and approved prior to the effective date of a new code edition, provided a clear signed contract is in place. The contract shall provide specific data mirroring that required by an application for *permit*, specifically, without limitation, date of execution, building owner or dealer, and anticipated date of completion. However, the construction activity must commence within 6 months of the contract's execution. The contract is subject to verification by the Department of Business and Professional Regulation.

105.3.8 A local government may not require a contract between a builder and an owner for the issuance of a building *permit* or as a requirement for the submission of a building *permit* application.

105.3.9 Public right of way. A *permit* shall not be given by the *building official* for the construction of any building, or for the alteration of any building where said building is to be changed and such change will affect the exterior walls, bays, balconies, or other appendages or projections fronting on any street, alley or public lane, or for the placing on any lot or premises of any building or structure removed from another lot or premises, unless the applicant has received a right of way *permit* from the authority having jurisdiction over the street, alley or public lane.

105.4 Conditions of the *permit*. The issuance or granting of a *permit* shall not be construed to be a *permit* for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. *Permits* presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid. The issuance of a *permit* based on *construction documents* and other data shall not prevent the *building official* from requiring the correction of errors in the *construction documents* and other data. The *building official* is also authorized to prevent occupancy or use of a structure where in violation of this code or of any other ordinance of this jurisdiction.

105.4.1 *Permit* intent. A *permit* issued shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter or set aside any of the provisions of the technical codes, nor shall issuance of a *permit* prevent the *building official* from thereafter requiring a correction of errors in plans, construction or violations of this code. Every *permit* issued shall become invalid unless the work authorized by such *permit* is commenced within 6 months after its issuance, or if the work authorized by such *permit* is suspended or abandoned for a period of 6 months after the time the work is commenced.

105.4.1.1 If work has commenced and the *permit* is revoked, becomes null and void, or expires because of lack of progress or abandonment, a new *permit* covering the proposed construction shall be obtained before proceeding with the work.

105.4.1.2 If a new *permit* is not obtained within 180 days from the date the initial *permit* became null and void, the *building official* is authorized to require that any work which has been commenced or completed be removed from the building site. Alternately, a new *permit* may be issued on application, providing the work in place and

required to complete the structure meets all applicable regulations in effect at the time the initial *permit* became null and void and any regulations which may have become effective between the date of expiration and the date of issuance of the new *permit*.

105.4.1.3 Work shall be considered to be in active progress when the *permit* has received an approved inspection within 180 days. This provision shall not be applicable in case of civil commotion or strike or when the building work is halted due directly to judicial injunction, order or similar process.

105.4.1.4 The fee for renewal reissuance and extension of a *permit* shall be set forth by the administrative authority.

105.4.1.5 After the local enforcing agency issues a permit, the local enforcing agency may not make or require any substantive changes to the plans or specifications except changes required for compliance with the Florida Building Code, the Florida Fire Prevention Code, or the Life Safety Code, or local amendments thereto. If a local enforcing agency makes or requires substantive changes to the plans or specifications after a permit is issued, the local enforcing agency must identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide the information to the permit holder in writing.

105.5 Expiration. Every *permit* issued shall become invalid unless the work on the site authorized by such *permit* is commenced within 180 days after its issuance, or if the work authorized on the site by such *permit* holder and property owner shall be responsible to either complete all work in accordance with the permitted plans and inspection or remove any partially completed work in a safe and code compliant manner. The *building official* is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated as determined by the *building official*.

105.5.1 Additional options for closing a *permit*. Pursuant to Section 553.79(15), Florida Statutes, a property owner, regardless of whether the property owner is the one listed on the application for the building *permit*, may close a building *permit* by complying with the following requirements:

1. The property owner may retain the original contractor listed on the permit or hire a different contractor appropriately licensed in this state to perform the work necessary to satisfy the conditions of the permit and to obtain any necessary inspection in order to close the *permit*. If a contractor other than the original contractor listed on the *permit* is hired by the property owner to close the permit, such contractor is not liable for any defects in the work performed by the original contractor and is only liable for the work that he or she performs.
2. The property owner may assume the role of an owner-builder, in accordance with Sections 489.103(7) and 489.503(6), *Florida Statutes*.
3. If a building *permit* is expired and its requirements have been substantially completed, as determined by the local enforcement agency, the *permit* may be closed without having to obtain a new building *permit*, and the work required to close the *permit* may be done pursuant to the building code in effect at the time the local enforcement agency received the application for the *permit*, unless the contractor has sought and received approval from the local enforcement agency for an alternative material, design or method of construction.
4. A local enforcement agency may close a building *permit* 6 years after the issuance of the *permit*, even in the absence of a final inspection, if the local enforcement agency determines that no apparent safety hazard exists.
For purposes of this section, the term "close" means that the requirements of the *permit* have been satisfied.

105.5.2 For the purposes of this subsection, a *closed permit* shall mean a *permit* for which all requirements for completion have been satisfied or a *permit* that has been administratively closed by the *building official*.

105.5.3 For the purposes of this subsection, an *open permit* shall mean a *permit* that has not satisfied all requirements for completion as defined in 105.5.1.1.

[A] 105.6 Denial or revocation. Whenever a *permit* required under this section is denied or revoked because the plan, or the construction, erection, alteration, modification, repair, or demolition of a building, is found by the local enforcing agency to be not in compliance with the *Florida Building Code*, the local enforcing agency shall identify the specific plan or project features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the *permit* applicant. If the local building code administrator or inspector finds that the plans are not in compliance with the *Florida Building Code*, the local building code administrator or inspector shall identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the local enforcing agency. The local enforcing agency shall provide this information to the *permit* applicant.

105.6.1 Pursuant to Section 553.79(16), Florida Statutes, a local enforcement agency may not deny issuance of a building *permit* to; issue a notice of violation to; or fine, penalize, sanction or assess fees against an arm's-length purchaser of a property for value solely because a building *permit* applied for by a previous owner of the property was not closed. The local enforcement agency shall maintain all rights and remedies against the property owner and contractor listed on the *permit*.

105.6.2 Pursuant to Section 553.79(16), Florida Statutes, a local enforcement agency may not deny issuance of a building *permit* to a contractor solely because the contractor is listed on other building *permits* that were not closed. A local enforcement agency has the authority to deny a new *permit* application from an applicant for other reasons.

[A] 105.7 Placement of *permit*. The building *permit* or copy shall be kept on the site of the work until the completion of the project.

105.8 Notice of commencement. In accordance with Section 713.135, *Florida Statutes*, when any person applies for a building *permit*, the authority issuing such *permit* shall print on the face of each *permit* card in no less than 14-point, capitalized, boldfaced type: "WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT."

105.9 Asbestos. The enforcing agency shall require each building *permit* for the demolition or renovation of an existing structure to contain an asbestos notification statement which indicates the owner's or operator's responsibility to comply with the provisions of Section 469.003, *Florida Statutes*, and to notify the Department of Environmental Protection of his or her intentions to remove asbestos, when applicable, in accordance with state and federal law.

105.10 Certificate of protective treatment for prevention of termites. A weather-resistant job-site posting board shall be provided to receive duplicate treatment certificates as each required protective treatment is completed, providing a copy for the person the *permit* is issued to and another copy for the building *permit* files. The treatment certificate shall provide the product used, identity of the applicator, time and date of the treatment, site location, area treated, chemical used, percent concentration and number of gallons used, to establish a verifiable record of protective treatment. If the soil chemical barrier method for termite prevention is used, final exterior treatment shall be completed prior to final building approval.

105.11 Notice of termite protection. A permanent sign which identifies the termite treatment provider and need for reinspection and treatment contract renewal shall be provided. The sign shall be posted near the water heater or electric panel.

105.12 Work starting before *permit* issuance. Upon approval of the *building official*, the scope of work delineated in the building *permit* application and plan may be started prior to the final approval and issuance of the *permit*, provided any work completed is entirely at risk of the *permit* applicant and the work does not proceed past the first required inspection.

105.13 Phased permit approval. After submittal of the appropriate construction documents, the *building official* is authorized to issue a *permit* for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted. The holder of such *permit* for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a *permit* for the entire structure will be granted. Corrections may be required to meet the requirements of the technical codes.

105.14 Permit issued on basis of an affidavit. Whenever a *permit* is issued in reliance upon an affidavit or whenever the work to be covered by a *permit* involves installation under conditions which, in the opinion of the *building official*, are hazardous or complex, the *building official* shall require that the architect or engineer who signed the affidavit or prepared the drawings or computations shall supervise such work. In addition, they shall be responsible for conformity to the *permit*, provide copies of inspection reports as inspections are performed, and upon completion make and file with the *building official* written affidavit that the work has been done in conformity to the reviewed plans and with the structural provisions of the technical codes. In the event such architect or engineer is not available, the owner shall employ in his stead a competent person or agency whose qualifications are reviewed by the *building official*. The *building official* shall ensure that any person conducting plans review is qualified as a plans examiner under Part XII of Chapter 468, *Florida Statutes*, and that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, *Florida Statutes*.

Exception: *Permit* issued on basis of an affidavit shall not extend to the flood load and flood resistance requirements of the *Florida Building Code*.

105.14.1 Affidavits in flood hazard areas. Permit issued on basis of an affidavit shall not extend to the flood load and flood resistance requirements of the Florida Building Code and the official shall review and inspect those requirements.

105.15 Opening protection. When any activity requiring a building *permit*, not including roof covering replacement or repair work associated with the prevention of degradation of the residence, that is applied for on or after July 1, 2008, and for which the estimated cost is \$50,000 or more for a site built single-family detached residential structure that is located in the wind-borne debris region as defined in this code and that has an insured value of \$750,000 or more, or, if the site built single-family detached residential structure is uninsured or for which documentation of insured value is not presented, has a just valuation for the structure for purposes of ad valorem taxation of \$750,000 or more; opening protections as required within this code or *Florida Building Code, Residential* for new construction shall be provided.

Exception: Where defined wind-borne debris regions have not changed, single family detached residential structures permitted subject to the *Florida Building Code* are not required to comply with this section.

105.16 Inspection of existing residential building not impacted by construction.

- (a) A local enforcing agency, and any local building code administrator, inspector, or other official or entity, may not require as a condition of issuance of a one- or two-family residential building *permit* the inspection of any portion of a building, structure, or real property that is not directly impacted by the construction, erection, alteration, modification, repair, or demolition of the building, structure, or real property for which the *permit* is sought.
- (b) This subsection does not apply to a building *permit* sought for:
 1. A substantial improvement as defined in s. 161.54, *Florida Statutes* or as defined in the *Florida Building Code*.
 2. A change of occupancy as defined in the *Florida Building Code*.
 3. A conversion from residential to nonresidential or mixed use pursuant to s. 553.507(2)(a), *Florida Statutes* or as defined in the *Florida Building Code*.
 4. A historic building as defined in the *Florida Building Code*.
- (c) This subsection does not prohibit a local enforcing agency, or any local building code administrator, inspector, or other official or entity, from:
 1. Citing any violation inadvertently observed in plain view during the ordinary course of an inspection conducted in accordance with the prohibition in paragraph (a).

2. Inspecting a physically nonadjacent portion of a building, structure, or real property that is directly impacted by the construction, erection, alteration, modification, repair, or demolition of the building, structure, or real property for which the *permit* is sought in accordance with the prohibition in paragraph (a).
3. Inspecting any portion of a building, structure, or real property for which the owner or other person having control of the building, structure, or real property has voluntarily consented to the inspection of that portion of the building, structure, or real property in accordance with the prohibition in paragraph (a).
4. Inspecting any portion of a building, structure, or real property pursuant to an inspection warrant issued in accordance with ss. 933.20-933.30, *Florida Statutes*.
5. Requiring inspection of existing buildings in connection with recertification requirements pursuant to Section 110. 9 of this Administrative Code.

105.17 Streamlined low-voltage alarm system installation permitting.

- (1) As used in this section, the term:
 - (a) “Contractor” means a person who is qualified to engage in the business of electrical or alarm system contracting pursuant to a certificate or registration issued by the department under Part II of Chapter 489, *Florida Statutes*.
 - (b) “Low-voltage alarm system project” means a project related to the installation, maintenance, inspection, replacement, or service of a new or existing alarm system, as defined in s. 489.505, *Florida Statutes*, that is hardwired and operating at low voltage, as defined in the *National Electrical Code Standard 70, Current Edition*, or a new or existing low-voltage electric fence, and ancillary components or equipment attached to such a system, or fence, including, but not limited to, home-automation equipment, thermostats, closed-circuit television systems, access controls, battery recharging devices, and video cameras.
 - (c) “Low-voltage electric fence” means an alarm system, as defined in s. 489.505, that consists of a fence structure and an energizer powered by a commercial storage battery not exceeding 12 volts which produces an electric charge upon contact with the fence structure.
 - (d) “Wireless alarm system” means a burglar alarm system of smoke detector that is not hardwired.
- (2) Notwithstanding any provision of this code, this section applies to all low-voltage alarm system projects for which a *permit* is required by a local enforcement agency. However, a *permit* is not required to install, maintain, inspect, replace, or service a wireless alarm system, including any ancillary components or equipment attached to the system.
- (3) A low-voltage electric fence must meet all of the following requirements to be permitted as a low-voltage alarm system project and no further *permit* shall be required for the low-voltage alarm system project other than as provided in this section:
 - (a) The electric charge produced by the fence upon contact must not exceed energizer characteristics set forth in paragraph 22.108 and depicted in Figure 102 of International Electrotechnical Commission Standard No. 60335-2-76, Current Edition.
 - (b) A nonelectric fence or wall must completely enclose the low-voltage electric fence. The low-voltage electric fence may be up to 2 feet higher than the perimeter nonelectric fence or wall.
 - (c) The low-voltage electric fence must be identified using warning signs attached to the fence at intervals of not more than 60 feet.
 - (d) The low-voltage electric fence shall not be installed in an area zoned exclusively for single-family or multi-family residential use.
 - (e) The low-voltage electric fence shall not enclose the portions of a property which are used for residential purposes.
- (4) This section does not apply to the installation or replacement of a fire alarm if a plan review is required.
- (5) A local enforcement agency shall make uniform basic *permit* labels available for purchase by a contractor to be used for the installation or replacement of a new or existing alarm system at a cost as indicated in s. 553.793, *Florida Statutes*. The local enforcement agency may not require the payment of any additional fees, charges, or expenses associated with the installation or replacement of a new or existing alarm.
 - (a) A local enforcement agency may not require a contractor, as a condition of purchasing a label, to submit information other than identification information of the licensee and proof of registration or certification as a contractor.

- (b) A label is valid for 1 year after the date of purchase and may only be used within the jurisdiction of the local enforcement agency that issued the label. A contractor may purchase labels in bulk for one or more unspecified current or future projects.
 - (6) A contractor shall post an unused uniform basic *permit* label in a conspicuous place on the premises of the low-voltage alarm system project site before commencing work on the project.
 - (7) A contractor is not required to notify the local enforcement agency before commencing work on a low-voltage alarm system project. However, a contractor must submit a Uniform Notice of a Low-Voltage Alarm System Project as provided under subsection (7) to the local enforcement agency within 14 days after completing the project. A local enforcement agency may take disciplinary action against a contractor who fails to timely submit a Uniform Notice of a Low-Voltage Alarm System Project.
 - (8) The Uniform Notice of a Low-Voltage Alarm System Project may be submitted electronically or by facsimile if all submissions are signed by the owner, tenant, contractor, or authorized representative of such persons. The Uniform Notice of a Low-Voltage Alarm System Project shall be in the format prescribed by the local enforcement agency and must comply with the requirements of s. 553.793(7), *Florida Statutes*.
 - (9) A local enforcement agency may coordinate directly with the owner or customer to inspect a low-voltage alarm system to ensure compliance with applicable codes and standards. If a low-voltage alarm system project fails an inspection, the contractor must take corrective action as necessary to pass inspection.
 - (10) A municipality, county, district, or other entity of local government may not adopt or maintain in effect any ordinance or rule regarding a low-voltage alarm system project that is inconsistent with this section.
 - (11) A uniform basic *permit* label shall not be required for the subsequent maintenance, inspection, or service of an alarm system that was permitted in accordance with this section.
- The provisions of this act are not intended to impose new or additional licensure requirements on persons licensed in accordance with the applicable provisions of Chapter 489, *Florida Statutes*.

**SECTION 106
FLOOR AND ROOF DESIGN LOADS**

[A] 106.1 Live loads posted. In commercial or industrial buildings, for each floor or portion thereof designed for *live loads* exceeding 50 psf (2.40 kN/m²), such design *live loads* shall be conspicuously posted by the owner or the owner’s authorized agent in that part of each *story* in which they apply, using durable signs. It shall be unlawful to remove or deface such notices.

[A] 106.2 Issuance of certificate of occupancy. A certificate of occupancy required by Section 111 shall not be issued until the floor load signs, required by Section 106.1, have been installed.

[A] 106.3 Restrictions on loading. It shall be unlawful to place, or cause or *permit* to be placed, on any floor or roof of a building, structure or portion thereof, a load greater than is permitted by this code.

**SECTION 107
SUBMITTAL DOCUMENTS**

[A] 107.1 General. Submittal documents consisting of *construction documents*, statement of *special inspections*, geotechnical report and other data shall be submitted with each permit application in accordance with Florida Statute 553.79. The *construction documents* shall be prepared by a *registered design professional* where required by Chapter 471, *Florida Statutes* & 61G15 Florida Administrative Code or Chapter 481, *Florida Statutes* & 61G1 Florida Administrative Code. Where special conditions exist, the *building official* is authorized to require additional *construction documents* to be prepared by a *registered design professional*.

Exception: The *building official* is authorized to waive the submission of *construction documents* and other data not required to be prepared by a *registered design professional* if it is found that the nature of the work applied for is such that review of *construction documents* is not necessary to obtain compliance with this code.

[A] 107.2 Construction documents. *Construction documents* shall be in accordance with Sections 107.2.1 through 107.2.6.

107.2.1 Information on construction documents. *Construction documents* shall be to scale, dimensioned and drawn upon suitable material. Electronic media documents are permitted to be submitted where *approved* by the *building official*. *Construction documents* shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the *building official*. Such drawings and specifications shall contain information, in the form of notes or otherwise, as to the quality of materials, where quality is essential to conformity with the technical codes. Such information shall be specific, and the technical codes shall not be cited as a whole or in part, nor shall the term "legal" or its equivalent be used as a substitute for specific information. All information, drawings, specifications and accompanying data shall bear the name and signature of the person responsible for the design.

[A] 107.2.2 Fire protection system shop drawings. Shop drawings for the *fire protection system(s)* shall be submitted to indicate conformance to this code and the *construction documents* and shall be *approved* prior to the start of system installation. Shop drawings shall contain all information as required by the referenced installation standards in Chapter 9.

[A] 107.2.3 Means of egress. The *construction documents* shall show in sufficient detail the location, construction, size and character of all portions of the *means of egress* including the path of the *exit discharge* to the *public way* in compliance with the provisions of this code. In other than occupancies in Groups R-2, R-3, and I-1, the *construction documents* shall designate the number of occupants to be accommodated on every floor, and in all rooms and spaces.

[A] 107.2.4 Exterior wall envelope. *Construction documents* for all buildings shall describe the *exterior wall envelope* in sufficient detail to determine compliance with this code. The *construction documents* shall provide details of the *exterior wall envelope* as required, including flashing, intersections with dissimilar materials, corners, end details, control joints, intersections at roof, eaves or parapets, means of drainage, water-resistive membrane and details around openings.

The *construction documents* shall include manufacturer's installation instructions that provide supporting documentation that the proposed penetration and opening details described in the *construction documents* maintain the weather resistance of the *exterior wall envelope*. The supporting documentation shall fully describe the *exterior wall* system that was tested, where applicable, as well as the test procedure used.

107.2.5 Exterior balcony and elevated walking surfaces. Where balcony or other elevated walking surfaces are exposed to water from direct or blowing rain, snow or irrigation, and the structural framing is protected by an impervious moisture barrier, the construction documents shall include details for all elements of the impervious moisture barrier system. The construction documents shall include manufacturer's installation instructions.

[A] 107.2.6 Site plan. The *construction documents* submitted with the application for *permit* shall be accompanied by a site plan showing to scale the size and location of new construction and existing structures on the site, distances from *lot lines*, the established street grades and the proposed finished grades and, as applicable, *flood hazard areas*, *floodways*, and *design flood elevations*; and it shall be drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. The *building official* is authorized to waive or modify the requirement for a site plan where the application for *permit* is for *alteration* or *repair* or where otherwise warranted.

[A] 107.2.6.1 Design flood elevations. Where *design flood elevations* are not specified, they shall be established in accordance with Section 1612.3.1.

107.2.6.2 For the purpose of inspection and record retention, site plans for a building may be maintained in the form of an electronic copy at the worksite. These plans must be open to inspection by the *building official* or a

duly authorized representative, as required by the *Florida Building Code*.

[A] 107.2.7 Structural information. The *construction documents* shall provide the information specified in Section 1603.

[A] 107.3 Examination of documents. The *building official* shall examine or cause to be examined the accompanying submittal documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

Exceptions:

1. Building plans approved pursuant to Section 553.77(5), *Florida Statutes*, and state-approved manufactured buildings are exempt from local codes enforcing agency plan reviews except for provisions of the code relating to erection, assembly or construction at the site. Erection, assembly and construction at the site are subject to local permitting and inspections. Photocopies of plans approved according to Rule 61-41.009, *Florida Administrative Code*, shall be sufficient for local *permit* application documents of record for the modular building portion of the permitted project.
2. Industrial construction on sites where design, construction and fire safety are supervised by appropriately licensed design and inspection professionals and which contain adequate in-house fire departments and rescue squads is exempt, subject to approval by the *building official*, from review of plans and inspections, providing the appropriate licensed design and inspection professionals certify that applicable codes and standards have been met and supply appropriate approved drawings to local building and fire-safety inspectors.

[A] 107.3.1 Approval of construction documents. When the *building official* issues a *permit*, the *construction documents* shall be *approved*, in writing or by stamp, as "Reviewed for Code Compliance." One set of *construction documents* so reviewed shall be retained by the *building official*. The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the *building official* or a duly authorized representative.

[A] 107.3.2 Previous approvals. This code shall not require changes in the *construction documents*, construction or designated occupancy of a structure for which a lawful *permit* has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned.

[A] 107.3.3 Phased approval. The *building official* is authorized to issue a *permit* for the construction of foundations or any other part of a building or structure before the *construction documents* for the whole building or structure have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such *permit* for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a *permit* for the entire structure will be granted.

[A] 107.3.4 Design professional in responsible charge. Where it is required that documents be prepared by a *registered design professional*, the *building official* shall be authorized to require the *owner* or the *owner's* authorized agent to engage and designate on the building *permit* application a *registered design professional* who shall act as the *registered design professional in responsible charge*. If the circumstances require, the *owner* or the *owner's* authorized agent shall designate a substitute *registered design professional in responsible charge* who shall perform the duties required of the original *registered design professional in responsible charge*. The *building official* shall be notified in writing by the *owner* or *owner's* authorized agent if the *registered design professional in responsible charge* is changed or is unable to continue to perform the duties. Successor *registered design professional in responsible charge* licensed under Chapter 471 Florida Statutes shall comply with Section 471.025(4) Florida Statute and the procedure set forth in 61G15-27.001 Florida Administrative Code; or licensed under Chapter 481 Florida Statutes shall comply with Section 481.221(6) Florida Statute and the procedure set forth in 61G1-18.002 Florida Administrative Code.

The *registered design professional in responsible charge* shall be responsible for reviewing and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building.

107.3.4.1 Deferred submittals. For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the *building official*.

Deferral of any submittal items shall have the prior approval of the *building official*. The *registered design professional in responsible charge* shall list the deferred submittals on the *construction documents* for review by the *building official*.

Documents for deferred submittal items shall be submitted to the *registered design professional in responsible charge* who shall review them and forward them to the *building official* with a notation indicating that the deferred submittal documents have been reviewed and found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the deferred submittal documents have been approved by the *building official*.

107.3.4.2 Certifications by contractors authorized under the provisions of Section 489.115(4)(b), *Florida Statutes*, shall be considered equivalent to sealed plans and specifications by a person licensed under Chapter 471, *Florida Statutes*, or Chapter 481, *Florida Statutes*, by local enforcement agencies for plans review for permitting purposes relating to compliance with the wind- resistance provisions of the code or alternate methodologies approved by the Florida Building Commission for one- and two-family dwellings. Local enforcement agencies may rely upon such certification by contractors that the plans and specifications submitted conform to the requirements of the code for wind resistance. Upon good cause shown, local government code enforcement agencies may accept or reject plans sealed by persons licensed under Chapters 471, 481 or 489, *Florida Statutes*.

107.3.5 Minimum plan review criteria for buildings. The examination of the documents by the *building official* shall include the following minimum criteria and documents: a floor plan; site plan; foundation plan; floor/roof framing plan or truss layout; all fenestration and building envelope penetrations; flashing; and rough opening dimensions; and all exterior elevations:

Commercial Buildings:

Building:

1. Site requirements:
 - Parking Fire access
 - Vehicle loading
 - Driving/turning radius
 - Fire hydrant/water supply/post indicator valve (PIV)
 - Set back/separation (assumed property lines)
 - Location of specific tanks, water lines and sewer lines
 - Flood hazard areas, flood zones, and design flood elevations
2. Occupancy group and special occupancy requirements shall be determined (with cross check with the energy code submittal).
3. Minimum type of construction shall be determined (see Table 503).
4. Fire-resistant construction requirements shall include the following components:
 - Fire-resistant separations
 - Fire-resistant protection for type of construction
 - Protection of openings and penetrations of rated walls
 - Fireblocking* and *draftstopping* and calculated fire resistance
5. Fire suppression systems shall include:
 - Early warning smoke evacuation systems
 - Schematic fire sprinklers
 - Standpipes
 - Pre-engineered systems
 - Riser diagram.
6. Life safety systems shall be determined and shall include the following requirements:
 - Occupant load and egress capacities
 - Early warning

- Smoke control
- Stair pressurization
- Systems schematic
- 7. Occupancy load/egress requirements shall include:
 - Occupancy load
 - Gross
 - Net
 - Means of egress
 - Exit access
 - Exit
 - Exit discharge
 - Stairs construction/geometry and protection
 - Doors
 - Emergency lighting and exit signs
 - Specific occupancy requirements
 - Construction requirements
 - Horizontal exits/exit passageways
- 8. Structural requirements shall include:
 - Soil conditions/analysis
 - Termite protection
 - Design loads
 - Wind requirements
 - Building envelope
 - Impact resistant coverings or systems
 - Structural calculations (if required)
 - Foundation
 - Flood requirements in accordance with Section 1612, including lowest floor elevations, enclosures, flood damage- resistant materials
 - Wall systems
 - Floor systems
 - Roof systems
 - Threshold inspection plan
 - Stair systems
- 9. Materials shall be reviewed and shall at a minimum include the following:
 - Wood
 - Steel
 - Aluminum
 - Concrete
 - Plastic
 - Glass
 - Masonry
 - Gypsum board and plaster
 - Insulating (mechanical)
 - Roofing
 - Insulation
 - Building envelope portions of the Energy Code (including calculation and mandatory requirements)
- 10. Accessibility requirements shall include the following:
 - Site requirements
 - Accessible route
 - Vertical accessibility
 - Toilet and bathing facilities
 - Drinking fountains
 - Equipment
 - Special occupancy requirements
 - Fair housing requirements
- 11. Interior requirements shall include the following:
 - Interior finishes (flame spread/smoke development)
 - Light and ventilation (including corresponding portion of the energy code)

- Sanitation
- 12. Special systems:
 - Elevators
 - Escalators
 - Lifts
- 13. Swimming pools:
 - Barrier requirements
 - Spas
 - Wading pools
- 14. Location and installation details. The specific location and installation details of each fire door, fire damper, ceiling damper and smoke damper shall be shown and properly identified on the building plans by the designer.

Electrical:

- 1. Electrical:
 - Wiring
 - Services
 - Feeders and branch circuits
 - Overcurrent protection
 - Grounding
 - Wiring methods and materials
 - GFCIs
 - Electrical portions of the Energy Code (including calculation and mandatory requirements)
- 2. Equipment
- 3. Special occupancies
- 4. Emergency systems
- 5. Communication systems
- 6. Low voltage
- 7. Load calculations
- 8. Design flood elevation

Plumbing:

- 1. Minimum plumbing facilities
- 2. Fixture requirements
- 3. Water supply piping
- 4. Sanitary drainage
- 5. Water heaters
- 6. Vents
- 7. Roof drainage
- 8. Back flow prevention
- 9. Irrigation
- 10. Location of water supply line
- 11. Grease traps
- 12. Environmental requirements
- 13. Plumbing riser
- 14. Design flood elevation
- 15. Water/plumbing portions of the Energy Code (including calculation and mandatory requirements)

Mechanical:

- 1. Mechanical portions of the Energy calculations
- 2. Exhaust systems: Clothes dryer exhaust
 - Kitchen equipment exhaust
 - Specialty exhaust systems
- 3. Equipment
- 4. Equipment location
- 5. Make-up air
- 6. Roof-mounted equipment

7. Duct systems
8. Ventilation
9. Combustion air
10. Chimneys, fireplaces and vents
11. Appliances
12. Boilers
13. Refrigeration
14. Bathroom ventilation
15. Laboratory
16. Design flood elevation
17. Smoke and/or Fire Dampers

Gas:

1. Gas piping
2. Venting
3. Combustion air
4. Chimneys and vents
5. Appliances
6. Type of gas
7. Fireplaces
8. LP tank location
9. Riser diagram/shutoffs
10. Design flood elevation
11. Gas portions of the Energy Code (including calculation and mandatory requirements)

Demolition:

1. Asbestos removal

Residential (one- and two-family):

1. Site requirements:
Set back/separation (assumed property lines) Location of septic tanks
2. Fire-resistant construction (if required)
3. Fire
4. Smoke and/or carbon monoxide alarm/detector locations
5. Egress:
Egress window size and location stairs construction requirements
6. Structural requirements shall include:
Wall section from foundation through roof, including assembly and materials connector tables wind requirements structural calculations (if required)
Termite protection
Design loads
Wind requirements
Building envelope
Foundation
Wall systems
Floor systems
Roof systems
Flood hazard areas, flood zones, design flood elevations, lowest floor elevations, enclosures, equipment, and flood damage- resistant materials
7. Accessibility requirements:
Show/identify
Accessible bath
8. Impact resistant coverings or systems
9. Residential Energy Code submittal (including calculation and mandatory requirements)
10. Mechanical, electrical & plumbing systems

Manufactured buildings/housing:

1. Site requirements
 - Setback/separation (assumed property lines)
 - Location of septic tanks (if applicable)
2. Structural
 - Wind zone
 - Anchoring
 - Blocking
3. Plumbing
 - List potable water source and meter size (if applicable)
4. Mechanical
 - Exhaust systems
 - Clothes dryer exhaust
 - Kitchen equipment exhaust
5. Electrical exterior disconnect location

Exemptions: Plans examination by the *building official* shall not be required for the following work:

1. Replacing existing equipment such as mechanical units, water heaters, etc.
2. Reroofs
3. Minor electrical, plumbing and mechanical repairs
4. Annual maintenance *permits*
5. Prototype plans:
 - Except for local site adaptations, siding, foundations and/or modifications.
 - Except for structures that require waiver.
6. Manufactured buildings plan except for foundations and modifications of buildings on site and as listed above in manufactured buildings/housing.

[A] 107.4 Amended construction documents. Work shall be installed in accordance with the *approved construction documents*, and any changes made during construction that are not in compliance with the *approved construction documents* shall be resubmitted for approval as an amended set of *construction documents*.

[A] 107.5 Retention of construction documents. One set of *approved construction documents* shall be retained by the *building official* for a period of not less than 180 days from date of completion of the permitted work, or as required by state or local laws.

107.6 Affidavits. The *building official* may accept a sworn affidavit from a registered architect or engineer stating that the plans submitted conform to the technical codes. For buildings and structures, the affidavit shall state that the plans conform to the laws as to egress, type of construction and general arrangement and, if accompanied by drawings, show the structural design and that the plans and design conform to the requirements of the technical codes as to strength, stresses, strains, loads and stability. The *building official* may without any examination or inspection accept such affidavit, provided the architect or engineer who made such affidavit agrees to submit to the *building official* copies of inspection reports as inspections are performed and upon completion of the structure, electrical, gas, mechanical or plumbing systems a certification that the structure, electrical, gas, mechanical or plumbing system has been erected in accordance with the requirements of the technical codes. Where the building official relies upon such affidavit, the architect or engineer shall assume full responsibility for compliance with all provisions of the technical codes and other pertinent laws or ordinances. The *building official* shall ensure that any person conducting plans review is qualified as a plans examiner under Part XII of Chapter 468, *Florida Statutes*, and that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, *Florida Statutes*.

107.6.1 Building *permits* issued on the basis of an affidavit. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Parts 59 and 60), the authority granted to the *building official* to issue *permits*, to rely on inspections, and to accept plans and construction documents on the basis of affidavits and plans submitted pursuant to Sections 105.14 and 107.6, shall not extend to the flood load and flood-resistance construction requirements of the *Florida Building Code*.

107.7 If the local building code administrator or inspector finds that the plans are not in compliance with the Florida Building Code, the local building code administrator or inspector shall identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the local enforcing agency. If the building code administrator, plans examiner, or inspector requests another local enforcing agency employee or a person contracted by the local enforcing agency to review the plans and that employee or person identifies specific plan features that do not comply with the applicable codes, the building code administrator, plans examiner, or inspector must provide this information to the local enforcing agency. The local enforcing agency shall provide this information to the permit applicant.

**SECTION 108
TEMPORARY STRUCTURES AND USES**

[A] 108.1 General. The *building official* is authorized to issue a *permit* for temporary structures and temporary uses. Such *permits* shall be limited as to time of service, but shall not be permitted for more than 180 days. The *building official* is authorized to grant extensions for demonstrated cause.

[A] 108.2 Conformance. Temporary structures and uses shall comply with the requirements in Section 3103.

[A] 108.3 Temporary power. The *building official* is authorized to give permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat or power in NFPA 70.

[A] 108.4 Termination of approval. The *building official* is authorized to terminate such *permit* for a temporary structure or use and to order the temporary structure or use to be discontinued.

**SECTION 109
FEES**

[A] 109.1 Payment of fees. A *permit* shall not be valid until the fees prescribed by law have been paid, nor shall an amendment to a *permit* be released until the additional fee, if any, has been paid.

[A] 109.2 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical, and plumbing systems or *alterations* requiring a *permit*, a fee for each *permit* shall be paid as required, in accordance with the schedule as established by the applicable governing authority.

109.2.1 Types of Fees Enumerated. Fees may be charged for but not limited to the following:

- *Permits*;
- Plans examination;
- Certificates of competency (including fees for applications, examinations, renewal, late renewal, and reciprocity);
- Re-inspections;
- Administrative fees (including fees for investigative and legal costs incurred in the context of certain disciplinary cases heard by the board);
- Variance requests;
- Administrative appeals;
- Violations; and
- Other fees as established by local resolution or ordinance.

[A] 109.3 Building permit valuations. The applicant for a *permit* shall provide an estimated *permit* value at time of application. *Permit* valuations shall include total value of work, including materials and labor, for which the *permit* is being issued, such as electrical, gas, mechanical, plumbing equipment and permanent systems. If, in the opinion

of the *building official*, the valuation is underestimated on the application, the *permit* shall be denied, unless the applicant can show detailed estimates to meet the approval of the *building official*. Final building *permit* valuation shall be set by the *building official*.

[A] 109.4 Work commencing before *permit* issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary *permits* or without prior approval from the *building official* as permitted in Section 105.2.2 or 105.12 shall be subject to a fee established by the *building official* that shall be in addition to the required *permit* fees or as provided by local ordinance. This provision shall not apply to emergency work when delay would clearly have placed life or property in imminent danger. But in all such cases the required *permit(s)* must be applied for within three (3) business days and any unreasonable delay in obtaining those *permit(s)* shall result in the charge of a 2.5x fee. The payment of a 2.5x fee shall not preclude or be deemed a substitute for prosecution for commencing work without first obtaining a *permit*. The *building official* may grant extensions of time or waive fees when justifiable cause has been demonstrated in writing.

[A] 109.5 Related fees. The payment of the fee for the construction, *alteration*, removal or demolition for work done in connection to or concurrently with the work authorized by a building *permit* shall not relieve the applicant or holder of the *permit* from the payment of other fees that are prescribed by law.

[A] 109.6 Refunds. The *building official* is authorized to establish a refund policy.

SECTION 110 INSPECTIONS

[A] 110.1 General. Construction or work for which a *permit* is required shall be subject to inspection by the *building official* and such construction or work shall remain exposed and provided with access for inspection purposes until *approved*. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the *owner* or the *owner's* authorized agent to cause the work to remain exposed and provided with access for inspection purposes. The *building official* shall be permitted to require a boundary line survey prepared by a Florida licensed professional surveyor and mapper whenever the boundary lines cannot be readily determined in the field. Neither the *building official* nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

110.1.1 Manufacturers and fabricators. When deemed necessary by the *building official*, he/she shall make, or cause to be made, an inspection of materials or assemblies at the point of manufacture or fabrication. A record shall be made of every such examination and inspection and of all violations of the technical codes.

110.1.2 Inspection service. The *building official* may make, or cause to be made, the inspections required by Section 110. He or she may accept reports of department inspectors, independent inspectors or of recognized inspection services, provided that after investigation he/she is satisfied as to their licensure, qualifications and reliability. A certificate required by any provision of this code shall not be based on such reports unless the same are recorded by the building code inspector or the architect or engineer performing building code inspections in a manner specified by the *building official*. The *building official* shall ensure that all persons making such inspections shall be certified in accordance to Chapter 468 Florida Statutes ; or licensed under Chapter 471 or 481 Florida Statutes.

[A] 110.2 Preliminary inspection. Before issuing a *permit*, the *building official* is authorized to examine or cause to be examined buildings, structures and sites for which an application has been filed.

[A] 110.3 Required inspections. The *building official* upon notification from the *permit* holder or his or her agent shall make the following inspections, or any other such inspection as deemed necessary and shall either release that portion of the construction or shall notify the *permit* holder or his or her agent of any violations which must

be corrected in order to comply with the technical codes. The *building official* shall determine the timing and sequencing of when inspections occur and what elements are inspected at each inspection.

Building

1. Foundation inspection. To be made after trenches are excavated, any required reinforcing steel is in place, forms erected and shall at a minimum include the following building components:
 - Stem-wall
 - Monolithic slab-on-grade
 - Piling/pile caps
 - Footers/grade beams
 - 1.1. Slab Inspection: Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.
 - 1.2. A foundation/form board survey prepared and certified by a Florida licensed professional surveyor and mapper may be required, prior to approval of the slab inspection. The survey shall certify placement of the building on the site, illustrate all surrounding setback dimensions and shall be available at the job site for review by the building inspector. In lieu of providing a survey, the contractor may elect to uncover all property line markers and string-up all property lines in preparation for inspection.
 - 1.3. In flood hazard areas, upon placement of the lowest floor, including basement, and prior to further vertical construction, the elevation certification shall be submitted to the building official.
2. Framing inspection. To be made after the roof, all framing, fireblocking and bracing is in place, all concealing wiring, all pipes, chimneys, ducts and vents are complete and the rough electrical, plumbing, heating wires, pipes and ducts are *approved* and shall at a minimum include the following building components:
 - Window/door framing
 - Window U-factor/SHGC (as indicated on approved energy calculations)
 - Vertical cells/columns
 - Lintel/tie beams
 - Framing/trusses/bracing/connectors (including truss layout and engineered drawings)
 - *Draftstopping/fireblocking*
 - Curtain wall framing
 - Energy insulation (Insulation R-factor as indicated on approved energy calculations)
 - Accessibility
 - Verify rough opening dimensions are within tolerances.
 - Window/door buck attachment
 - 2.1 Insulation Inspection: To be made after the framing inspection is approved and the insulation is in place, according to approved energy calculation submittal. Includes wall and ceiling insulation.
 - 2.2 Lath and gypsum board inspection for fire-resistance rated or shear assemblies. Lath and gypsum board inspections shall be made after lathing and gypsum board, interior and exterior, is in place, but before ant plastering is applied or gypsum board joints and fasteners are taped and finished.
3. Sheathing inspection. To be made either as part of a dry-in inspection or done separately at the request of the contractor after all roof and wall sheathing and fasteners are complete and shall at a minimum include the following building components:
 - Roof sheathing
 - Wall sheathing
 - Continuous air barrier
 - Exterior siding/cladding
 - Sheathing fasteners
 - Roof/wall dry-in

NOTE: Sheathing fasteners installed and found to be missing the structural member (shiners) shall be removed and properly reinstalled prior to installation of the dry-in material.
4. Exterior wall coverings. Shall at a minimum include the following building components in progress inspections:

- Exterior wall coverings and veneers
 - Soffit coverings
5. Roofing inspection. Shall at a minimum be made in at least two inspections and include the following building components:
 - Dry-in
 - Insulation
 - Roof coverings (including In Progress as necessary)
 - Insulation on roof deck (according to submitted energy calculation)
 - Flashing
 - 5.1 Re-roof sheathing inspection. An affidavit with a notarized signature of a state or locally licensed roofing contractor for the installation of additional sheathing fasteners as required by the Existing Building Code may be accepted at the discretion of the *building official*.
 6. Final inspection. To be made after the building is completed and ready for occupancy.
 - 6.1. In flood hazard areas, as part of the final inspection, a final certification of the lowest floor elevation shall be submitted to the authority having jurisdiction.
 7. Swimming pool inspection. First inspection to be made after excavation and installation of reinforcing steel, bonding and main drain and prior to placing of concrete.
 1. Steel reinforcement inspection
 2. Underground electric inspection
 3. Underground piping inspection including a pressure test.
 4. Underground electric inspection under deck area (including the equipotential bonding)
 5. Underground piping inspection under deck area
 6. Deck inspection: to be made prior to installation of the deck material (with forms, deck drains, and any reinforcement in place
 7. Safety Inspection; Made prior to filling the pool with the bonding connections made, the proper drain covers installed and the final barriers installed.
 8. Final pool piping
 9. Final Electrical inspection
 10. Final inspection to be made when the swimming pool is complete and all required enclosure requirements are in place.

In order to pass final inspection and receive a certificate of completion, a residential swimming pool must meet the requirements relating to pool safety features as described in Section 454.2.17 of this code.
 8. Demolition inspections. First inspection to be made after all utility connections have been disconnected and secured in such manner that no unsafe or unsanitary conditions shall exist during or after demolition operations.

Final inspection to be made after all demolition work is completed.
 9. Manufactured building inspections. The building department shall inspect construction of foundations; connecting buildings to foundations; installation of parts identified on plans as site installed items, joining the modules, including utility cross-overs; utility connections from the building to utility lines on site; and any other work done on site which requires compliance with the *Florida Building Code*. Additional inspections may be required for public educational facilities (see Section 453.27.20 of this code).
 10. Where impact-resistant coverings or impact-resistant systems are installed, the *building official* shall schedule adequate inspections of impact-resistant coverings or impact-resistant systems to determine the following:
 - The system indicated on the plans was installed.
 - The system is installed in accordance with the manufacturer’s installation instructions and the product approval.

Electrical

1. Underground inspection. To be made after trenches or ditches are excavated, conduit or cable installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the roof, framing, *fireblocking* and bracing is in place and prior to the installation of wall or ceiling membranes.
3. Final inspection. To be made after the building is complete, all required electrical fixtures are in place and properly connected or protected, and the structure is ready for occupancy.

- Existing Swimming Pools. To be made after all repairs or alterations are complete, all required electrical equipment, GFCI protection, and equipotential bonding are in place on said alterations or repairs.

Plumbing

- Underground inspection. To be made after trenches or ditches are excavated, piping installed, and before any backfill is put in place.
- Rough-in inspection. To be made after the roof, framing, *fireblocking* and bracing is in place and all soil, waste and vent piping is complete, and prior to this installation of wall or ceiling membranes. Includes plumbing provisions of the energy code and approved energy calculation provisions.
- Final inspection. To be made after the building is complete, all plumbing fixtures are in place and properly connected, and the structure is ready for occupancy.

Note: See Section 312 of the *Florida Building Code, Plumbing* for required tests.

Mechanical

- Underground inspection. To be made after trenches or ditches are excavated, underground duct and fuel piping installed, and before any backfill is put in place.
- Rough-in inspection. To be made after the roof, framing, *fireblocking* and bracing are in place and all ducting, and other concealed components are complete, and prior to the installation of wall or ceiling membranes. Includes mechanical provisions of the energy code and approved energy calculation provisions.
- Final inspection. To be made after the building is complete, the mechanical system is in place and properly connected, and the structure is ready for occupancy.

Gas

- Rough piping inspection. To be made after all new piping authorized by the permit has been installed, and before any such piping has been covered or concealed or any fixtures or gas appliances have been connected. Includes gas provisions of the energy code and approved energy calculation provisions.
- Final piping inspection. To be made after all piping authorized by the *permit* has been installed and after all portions which are to be concealed by plastering or otherwise have been so concealed, and before any fixtures or gas appliances have been connected. This inspection shall include a pressure test.
- Final inspection. To be made on all new gas work authorized by the *permit* and such portions of existing systems as may be affected by new work or any changes, to ensure compliance with all the requirements of this code and to assure that the installation and construction of the gas system is in accordance with reviewed plans.

Site Debris

- The contractor and/or owner of any active or inactive construction project shall be responsible for the clean-up and removal of all construction debris or any other miscellaneous discarded articles during the course of the construction project and prior to receiving final inspection approval. Construction job sites must be kept clean and in a safe condition at all times.
- All debris shall be kept in such a manner as to prevent it from being spread by any means.

[A] 110.3.1 Footing and foundation inspection.

Footing and foundation inspections shall be made after excavations for footings are complete and any required reinforcing steel is in place. For concrete foundations, any required forms shall be in place prior to inspection. Materials for the foundation shall be on the job, except where concrete is ready mixed in accordance with ASTM C 94, the concrete need not be on the job.

[A] 110.3.2 Concrete slab and under-floor inspection. Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

[A] 110.3.3 Lowest floor elevation. In flood hazard areas, upon placement of the lowest floor, including the basement, and prior to further vertical construction, the elevation certification required in Section 1612.4 and Section R322 of the Florida Building Code, Residential, shall be submitted to the *building official*.

[A] 110.3.4 Frame inspection. Framing inspections shall be made after the roof deck or sheathing, all framing,

fireblocking and bracing are in place and pipes, chimneys and vents to be concealed are complete and the rough electrical, plumbing, heating wires, pipes and ducts are *approved*.

[A] 110.3.5 Lath, gypsum board and gypsum panel product inspection. Lath, gypsum board and gypsum panel product inspections shall be made after lathing, gypsum board and gypsum panel products, interior and exterior, are in place, but before any plastering is applied or gypsum board and gypsum panel product joints and fasteners are taped and finished to include tub/shower surround waterproofing inspection.

Exception: Gypsum board and gypsum panel products that are not part of a fire-resistance-rated assembly or a shear assembly.

110.3.6 Weather-exposed balcony and walking surface waterproofing. Where balcony or other elevated walking surfaces are exposed to water from direct or blowing rain, snow or irrigation, and the structural framing is protected by an impervious moisture barrier, all elements of the impervious-moisture-barrier system shall not be concealed until inspected and *approved*.

[A] 110.3.7 Fire and smoke-resistant penetrations. Protection of joints and penetrations in *fire-resistance-rated* assemblies, *smoke barriers* and smoke partitions shall not be concealed from view until inspected and *approved*.

[A] 110.3.8 Energy efficiency inspections. Inspections shall be made to determine compliance with *FBC, Energy Conservation* and confirm with the approved energy code submittal (by appropriate trade) and corresponding mandatory requirements and shall include, but not be limited to, inspections for: corresponding envelope insulation R- and U-values, fenestration U-value, and Solar Heat Gain Coefficient, duct system R-value, and HVAC, lighting, electrical and water-heating equipment efficiency.

[A] 110.3.9 Other inspections. In addition to the inspections specified in Sections 110.3 through 110.3.8, the *building official* is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code and other laws that are enforced by the department of building safety.

[A] 110.3.10 Special inspections. Reserved.

110.3.11 Final inspection. The final inspection shall be made after all work required by the building *permit* is completed.

110.3.11.1 Flood hazard documentation.

If located in a *flood hazard area*, documentation of the elevation of the lowest floor as required in Section 1612.5 and Section R322 of the Florida Building Code, Residential, shall be submitted to the *building official* prior to the final inspection.

110.3.11.2 Commercial Energy Code documentation. If required by energy code path submittal, confirmation that commissioning result requirements have been received by building owner.

110.3.11.3 Residential Energy Code documentation. If required by energy code path submittal (R405), confirmation that the duct test requirements shall be received by building official.

110.3.12 Termites. Building components and building surroundings required to be protected from termite damage in accordance with Section 1503.7, Section 2304.12.9 or Section 2304.12.4, specifically required to be inspected for termites in accordance with Section 2114, or required to have chemical soil treatment in accordance with Section 1816 shall not be covered or concealed until the release from the *building official* has been received.

110.3.13 Impact-resistant coverings or systems. Where impact-resistant coverings or systems are installed to meet requirements of this code, the *building official* shall schedule adequate inspections of impact-resistant coverings or systems to determine the following:

1. The system indicated on the plans was installed.

2. The system is installed in accordance with the manufacturer’s installation instructions and the product approval.

[A] 110.4 Inspection agencies. The *building official* is authorized to accept reports of *approved* inspection agencies, provided such agencies satisfy the requirements as to qualifications and reliability.

[A] 110.5 Inspection requests. It shall be the duty of the holder of the building *permit* or their duly authorized agent to notify the *building official* when work is ready for inspection. It shall be the duty of the *permit* holder to provide access to and means for inspections of such work that are required by this code.

[A] 110.6 Approval required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the *building official*. The *building official*, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the *permit* holder or his or her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the *building official*.

110.7 Shoring. For threshold buildings, shoring and associated formwork or falsework shall be designed and inspected by a Florida licensed professional engineer prior to any required mandatory inspections by the threshold building inspector.

110.8 Threshold building.

110.8.1 During new construction or during repair or restoration projects in which the structural system or structural loading of a building is being modified, the enforcing agency shall require a special inspector to perform structural inspections on a threshold building pursuant to a structural inspection plan prepared by the engineer or architect of record. The structural inspection plan must be submitted to the enforcing agency prior to the issuance of a building *permit* for the construction of a threshold building. The purpose of the structural inspection plans is to provide specific inspection procedures and schedules so that the building can be adequately inspected for compliance with the permitted documents. The special inspector may not serve as a surrogate in carrying out the responsibilities of the *building official*, the architect, or the engineer of record. The contractor’s contractual or statutory obligations are not relieved by any action of the special inspector.

110.8.2 The special inspector shall determine that a professional engineer who specializes in shoring design has inspected the shoring and reshoring for conformance with the shoring and reshoring plans submitted to the enforcing agency. A fee simple title owner of a building, which does not meet the minimum size, height, occupancy, occupancy classification, or number-of-stories criteria which would result in classification as a threshold building under s. 553.71(7), *Florida Statutes* may designate such building as a threshold building, subject to more than the minimum number of inspections required by the *Florida Building Code*.

110.8.3 The fee owner of a threshold building shall select and pay all costs of employing a special inspector, but the special inspector shall be responsible to the enforcement agency. The inspector shall be a person certified, licensed or registered under Chapter 471, *Florida Statutes*, as an engineer or under Chapter 481, *Florida Statutes*, as an architect.

110.8.4 Each enforcement agency shall require that, on every threshold building:

110.8.4.1 The special inspector, upon completion of the building and prior to the issuance of a certificate of occupancy, file a signed and sealed statement with the enforcement agency in substantially the following form: “To the best of my knowledge and belief, the above described construction of all structural load-bearing components complies with the permitted documents, and the shoring and reshoring conforms to the shoring and reshoring plans submitted to the enforcement agency.”

110.8.4.2 Any proposal to install an alternate structural product or system to which building codes apply be submitted to the enforcement agency for review for compliance with the codes and made part of the

enforcement agency's recorded set of *permit* documents.

110.8.4.3 All shoring and reshoring procedures, plans and details be submitted to the enforcement agency for recordkeeping. Each shoring and reshoring installation shall be supervised, inspected and certified to be in compliance with the shoring documents by the contractor.

110.8.4.4 All plans for the building which are required to be signed and sealed by the architect or engineer of record contain a statement that, to the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and the applicable fire-safety standards as determined by the local authority in accordance with this section and Chapter 633, *Florida Statutes*.

110.8.5 No enforcing agency may issue a building *permit* for construction of any threshold building except to a licensed general contractor, as defined in Section 489.105(3)(a), *Florida Statutes*, or to a licensed building contractor, as defined in Section 489.105(3)(b), *Florida Statutes*, within the scope of her or his license. The named contractor to whom the building *permit* is issued shall have the responsibility for supervision, direction, management and control of the construction activities on the project for which the building *permit* was issued.

110.8.6 The building department may allow a special inspector to conduct the minimum structural inspection of threshold buildings required by this code, Section 553.73, *Florida Statutes*, without duplicative inspection by the building department. The *building official* is responsible for ensuring that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, *Florida Statutes*, or certified as a special inspector under Chapter 471 or 481, *Florida Statutes*. Inspections of threshold buildings required by Section 553.79(5), *Florida Statutes*, are in addition to the minimum inspections required by this code.

110. 9 Recertification of buildings and components:

(1) *In General*

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

"Association building" means any building that does not fall within the definition of a threshold building and is owned, in whole or in part, by a condominium association or cooperative association, is three stories or more in height and contains at least four dwelling units.

"Building age" shall mean the time period since the issuance of the original certificate of occupancy or, where adequate records are not available to determine when the original certificate of occupancy was issued, the building age shall be determined by the Building Official based on the best available evidence.

"Owner" shall mean the fee simple title holder of the land on which a building subject to recertification is situated or, in the case of condominium or cooperative type of ownership, shall mean the person or entity responsible for the structure and common systems of a building subject to recertification.

"Phase one milestone inspection" shall mean a visual inspection of the habitable and nonhabitable areas of a building, including the major structural components of a building and shall include the inspector's qualitative assessment of the structural conditions of the building and the inspector's determination of whether such assessment indicates substantial structural deterioration necessitating a phase two inspection. A phase one milestone inspection shall also include an inspection by a professional electrical engineer certifying and attesting that such building is electrically safe or identifying any major or critical deficiencies in the electrical system and the repairs or alterations necessary to make the building electrically safe, including a recommended timeframe for such repairs. At a minimum, the following electrical components/equipment, where present, shall be evaluated: electrical service, branch circuits, conduit raceways and emergency lighting.

"Phase two milestone inspection" shall mean an inspection involving destructive or non-destructive testing, at the inspector's discretion, necessary to fully assess areas of structural distress in order to confirm that the building is structurally sound and safe for its intended use and shall include recommendations for fully assessing and repairing distressed and damaged portions of the building.

"Substantial structural deterioration" means substantial structural distress or substantial structural weakness that negatively affects a building's general structural condition and integrity.

“Threshold building” means any building which is greater than three stories or fifty (50) feet in height, or which has an assembly occupancy classification as defined in the Florida Building Code which exceeds five thousand square feet in area and an occupant content of greater than five hundred (500) persons as defined in Section 553. 71(12), Florida Statutes, as may be amended from time to time.

“Recertification” means the completion of a phase one milestone inspection and, where required, the completion of a phase two milestone inspection and all necessary major or critical repairs as determined by the applicable inspector in accordance with the terms of this section.

(b) Due to local circumstances and the proximity to salt water, any threshold building or association building that has a building age of twenty- five (25) years or more shall be subject to recertification as provided in this section. Subsequent recertification shall be required at intervals of ten (10) years from the date the first such recertification was required for threshold buildings with a building age of up to forty (40) years and at intervals of seven (7) years for threshold buildings with a building age of more than forty (40) years.

(c) Beginning on October 19, 2021, due to the initial backlog of buildings required to be recertified, the Building Official shall establish a completion schedule for recertification, which shall be based upon factors that may include, but shall not be limited to, the age, location, construction materials, occupancy load, and function of a building. This completion schedule shall include a recertification deadline for each building for which recertification is required and may be amended by the Building Official as necessary or advisable. If recertification is required for a building for which a certificate of occupancy was issued on or before July 1, 1997, the phase one milestone inspection must be performed before December 31, 2024.

(d) Nothing in this section shall be construed to prevent or limit the Building Official's authority to inspect, order inspections or reports, or abate unsafe conditions at existing buildings outside of the requirements of this section, including but not limited to, the Building Official's authority pursuant to Section 116 of this chapter regarding Unsafe Structures and Equipment or any other provision in the Town Code of Ordinances. The Building Official retains the authority set forth in Section 116 to declare a structure, building or an electrical, gas, mechanical or plumbing system as unsafe in accordance with the criteria set forth in that section.

(2) Procedure.

(a) The Building Official shall issue a Notice of Required Inspection, via certified mail, to the Owner of each building required to be recertified pursuant to subsection (1) above, not less than one hundred and eighty (180) days prior to the scheduled deadline for the filing of a phase one milestone inspection report. In the event that the Notice of Required Inspection is returned unclaimed, said Notice shall be posted by the Building Official at the building. Failure to receive notice of any required inspection shall not relieve the Owner of its obligations pursuant to this section.

(b) The Owner or Owners of a building or structure subject to recertification shall submit, or cause to be submitted, to the Building Official, no later than the recertification deadline, a phase one milestone inspection report (*“Phase One Report”*). If the qualitative assessment set forth in the Phase One Report reveals no signs of substantial structural deterioration to any building components under visual examination, no phase two milestone inspection report shall be required, provided, however, that the Owner must still correct any major or critical deficiencies in the electrical system within the recommended timeframe.

(c) Inspections of threshold buildings shall be performed by a certified special inspector of threshold buildings (a professional or structural engineer or architect registered in the State of Florida and qualified by training and experience). Inspections of association buildings may be performed by a licensed architect or engineer registered in the State of Florida or a team of professionals with an architect or engineer acting as a registered design profession in responsible charge with all work and reports signed and sealed by the appropriate qualified team member. All reports shall bear the name, business address, State of Florida registration number, and impressed or electronic seal and signature of the certified special inspector, engineer or architect who has performed the inspection. Electronically signed and sealed documents shall meet all applicable statutory and administrative code requirements.

(d) If any substantial structural deterioration is identified in the Phase One Report, the Owner shall be required to undergo a phase two milestone inspection and file a Phase Two Milestone Inspection Report (*“Phase Two Report”*). Within one hundred and eighty (180) days after submitting the Phase One Report, the architect or engineer performing the Phase Two Report must submit a phase two progress report to the Building Official with a timeline for completion of the phase two inspection. The Phase Two Report shall note the location address and property control number of the building, describe the type of construction and general characteristics of the

building(including but not limited to total floor area, height and number of stories, building footprint and similar characteristics), the existence of drawings and location thereof, history of the building to the extent reasonably known, and describe the type and manner of the inspection, noting any areas of issues or concern, and shall include recommendations for repairs required to maintain the structural integrity of the building, and the estimated time of completion of said repairs or modifications. The Phase Two Report must take into account two basic structural considerations: (1) movement of structural components with respect to each other; and (2) deterioration of materials and any effect on the structural integrity of the building. The Phase Two Report shall include the manner in which the inspection occurred of the following structural elements, as applicable: foundation, masonry bearing walls, steel framing system, floor systems, roof systems, concrete framing systems, windows, wood framing, and loading. The Town is not mandating any particular inspection method; however, the Phase Two Report shall discuss the use or non- use of the standard structural inspection methods and the reasoning behind their use or non- use. These methods may include, but not be limited to: the visual examination method; the testing method; and the manual (forensic inspection) method. For major structure elements such as foundations, masonry bearing walls, steel framing systems, roof systems, and concrete framing systems, manual (forensic inspection) methods, such as chipping small areas of concrete and surface finishes for closer examination, are strongly encouraged.

(e) The use of the manual (forensic inspection) method for certain structural elements as encouraged above shall be documented by photographic or other similar evidence, which shall be included in the Phase Two Report.

(3) Building Official Review of Phase Two Report.

Once the Phase Two Report has been submitted to the Building Official, the Building Official will perform an administrative review of the Report to determine whether it satisfies the requirements of this section. The Building Official will not review or otherwise assess the architect or engineer's technical findings. If the Building Official determines that the Phase Two Report does not satisfy the requirements of this section, the Owner shall make any changes to the Phase Two Report as needed and resubmit it no later than thirty (30) days after the Building Official' s determination. The Phase Two Report may be resubmitted in this manner up to two (2) additional times after the initial submission until the Phase Two Report is determined to have satisfied the requirements of this section. If the Building Official determines after a third submittal that the Phase Two Report does not satisfy the requirements of this section, this shall be a deemed a failure to submit the require recertification inspection report and shall subject the Owner to the remedies prescribed in subsection (5) of this section. The Building Official' s determination shall be in writing and shall be provided to the Owner via certified and first- class mail.

(4) Timeframe to Make Repairs or Modifications.

The Owner shall correct all major or critical structural or electrical deficiencies identified in the Report in accordance with the certified special threshold inspector' s or engineer' s recommended timeframe. Notwithstanding the foregoing, all such repairs shall be completed within a maximum of three hundred and sixty-five (365) days from the date the Building Official accepts a complete Phase Two Report satisfying the requirements of this section. Once the repairs or modifications have been completed, the certified special threshold inspector or engineer shall reinspect the areas noted on the original report and shall provide the owner a signed and sealed letter stating that the repairs or modifications have all been completed. The owner shall submit that letter to the Building Official. The Building Official may grant extensions to either the recommended or maximum timeframes when justified by the totality of the circumstances. I request for extension shall be unreasonably denied. The Building Official' s decision regarding an Owner' s request for an extension shall be in writing and provided to the Owner via certified and first- class mail. If, at any time, the Building Official determines that structural and/ or electrical deficiencies exist that present an immediate danger to human life or safety, the Building Official may take such actions determined necessary pursuant to Section 116 of this chapter regarding Unsafe Structures and Equipment, regardless of the procedural requirements or timeframes specified in this section.

(5) Failure to Submit a Recertification Inspection Report or Timely Make Repairs/ Modifications.

In the event the owner fails to submit any required report by the specified deadline, fails to make changes and resubmit the Phase Two Report within the required timeframes upon a determination that the Phase Two Report does not satisfy the requirements of this section, or fails to complete (subject to all required permits) any major or critical repairs or modifications within the required timeframes, the Building Official may seek an order of enforcement through the Town' s code enforcement process or any other legal or equitable remedy provided by law. The Building Official may extend the date by which a building’s phase one milestone inspection must be completed upon a showing of good cause by the owner or owners have entered into a contract with an architect or engineer to perform the milestone inspection and the inspection cannot reasonably be completed before the deadline or other circumstances justify an extension.

6) *Appeals.*

The Building Official' s written determination, after three submittals, that the Phase Two Report submitted pursuant to subsection(3) above did not satisfy the requirements of that section and/ or the Building Official' s written denial of an extension to the requested timeframe for completion of repairs or modifications pursuant to subsection (4) above shall be final, subject only to the filing of a Petition for Writ of Certiorari in the Circuit Court in and for Palm Beach County, Florida within thirty (30) days of the date of the written determination or written denial.

**SECTION 111
CERTIFICATE OF OCCUPANCY**

[A] 111.1 Use and occupancy. A building or structure shall not be used or occupied, and a change in the existing use or occupancy classification of a building or structure or portion thereof shall not be made, until the *building official* has issued a certificate of occupancy therefor as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction.

Exception: Certificates of occupancy are not required for work exempt from *permits* in accordance with Section 105.2.

[A] 111.2 Certificate issued. After the *building official* inspects the building or structure and does not find violations of the provisions of this code or other laws that are enforced by the department of building safety, the *building official* shall issue a certificate of occupancy that contains the following:

1. The building *permit* number.
2. The address of the structure.
3. The name and address of the *owner* or the owner’s authorized agent.
4. A description of that portion of the structure for which the certificate is issued.
5. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.
6. For buildings and structures in flood hazard areas, a statement that documentation of the as-built lowest floor elevation has been provided and is retained in the records of the building official.
7. The name of the *building official*.
8. The edition of the code under which the *permit* was issued.
9. The use and occupancy, in accordance with the provisions of Chapter 3.
10. The type of construction as defined in Chapter 6.
11. The design *occupant load*.
12. If an *automatic sprinkler system* is provided, whether the sprinkler system is required.
13. Any special stipulations and conditions of the building *permit*.

[A] 111.3 Temporary occupancy. The *building official* is authorized to issue a temporary certificate of occupancy before the completion of the entire work covered by the *permit*, provided that such portion or portions shall be occupied safely. The *building official* shall set a time period during which the temporary certificate of occupancy is valid.

[A] 111.4 Revocation. The *building official* is authorized to, in writing, suspend or revoke a certificate of occupancy or completion issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

111.5 Certificate of completion. A certificate of completion is proof that a structure or system is complete and for certain types of *permits* is released for use and may be connected to a utility system. This certificate does not grant authority to occupy a building, such as shell building, prior to the issuance of a certificate of occupancy.

**SECTION 112
SERVICE UTILITIES**

[A] 112.1 Connection of service utilities. A person shall not make connections from a utility, source of energy, fuel or power to any building or system that is regulated by this code for which a *permit* is required, until released by the *building official*.

[A] 112.2 Temporary connection. The *building official* shall have the authority to authorize the temporary connection of the building or system to the utility, source of energy, fuel or power.

[A] 112.3 Authority to disconnect service utilities. The *building official* shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 101.4 in case of emergency where necessary to eliminate an immediate hazard to life or property or where such utility connection has been made without the approval required by Section 112.1 or 112.2. The *building official* shall notify the serving utility, and wherever possible the *owner* and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the *owner* or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

**SECTION 113
BOARD OF APPEALS**

113.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the *building official* relative to the application and interpretation of this code, the Town has elected to utilize the Palm Beach County Building Code Advisory Board for any and all appeals concerning the Florida Building Code.

113.2 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The board shall have no authority to waive requirements of this code.

113.3 Qualifications. The board shall consist of members who are qualified by experience and training to pass on matters pertaining to building construction and are not employees of the jurisdiction.

113.4 Decisions on appeals. The decisions of the Advisory Board shall be final, subject to such remedies as the aggrieved party may have at law or in equity.

**SECTION 114
VIOLATIONS**

114.1 Unlawful acts. It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this code.

114.2 Notice of violation. The *building official* is authorized to serve a notice of violation or order on the person

responsible for the erection, construction, *alteration*, extension, repair, moving, removal, demolition or occupancy of a building or structure in violation of the provisions of this code, or in violation of a *permit* or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

114.3 Prosecution of violation. If the notice of violation is not complied with promptly, the *building official* is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.

114.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the *approved construction documents* or directive of the *building official*, or of a *permit* or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

**SECTION 115
STOP WORK ORDER**

[A] 115.1 Authority. Where the *building official* finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, the *building official* is authorized to issue a stop work order.

[A] 115.2 Issuance. The stop work order shall be in writing and shall be given to the *owner* of the property involved, the *owner's* authorized agent or the person performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work will be permitted to resume.

[A] 115.3 Unlawful continuance. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

**SECTION 116
UNSAFE STRUCTURES AND EQUIPMENT**

116.1 Conditions. Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate *means of egress* facilities, inadequate light and ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the *building official* deems necessary and as provided for in this section. A vacant structure that is not secured against entry shall be deemed unsafe.

116.2 Record. The *building official* shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

116.3 Notice. If an unsafe condition is found, the *building official* shall serve on the owner, agent or person in control of the structure, a written notice that describes the condition deemed unsafe and specifies the required repairs or improvements to be made to abate the unsafe condition, or that requires the unsafe structure to be demolished within a stipulated time. Such notice shall require the person thus notified to declare immediately to the *building official* acceptance or rejection of the terms of the order.

116.4 Method of service. Such notice shall be deemed properly served if a copy thereof is (a) delivered to the

owner personally; (b) sent by certified or registered mail addressed to the owner at the last known address with the return receipt requested; or (c) delivered in any other manner as prescribed by local law. If the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner upon the owner's agent or upon the person responsible for the structure shall constitute service of notice upon the owner.

116.5 Restoration. Where the structure or equipment determined to be unsafe by the *building official* is restored to a safe condition, to the extent that repairs, *alterations* or *additions* are made or a change of occupancy occurs during the restoration of the structure, such *repairs, alterations, additions* and change of occupancy shall comply with the requirements of Section 105.2.2 and the *Florida Building Code, Existing Building*.

**SECTION 117
VARIANCES IN FLOOD HAZARD AREAS**

117.1 Flood hazard areas. Pursuant to Section 553.73(5), *Florida Statutes*, the variance procedures adopted in the local flood plain management ordinance shall apply to requests submitted to the *building official* for variances to the provisions of Section 1612.4 of the *Florida Building Code, Building* or, as applicable, the provisions of Section R322 of the *Florida Building Code, Residential*. This section shall not apply to Section 3109 of the *Florida Building Code, Building*.

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newspaper’s website, if authorized on Dec 09, 2023

Affiant further says that the newspaper complies with all legal requirements for
publication in Chapter 50, Florida Statutes.

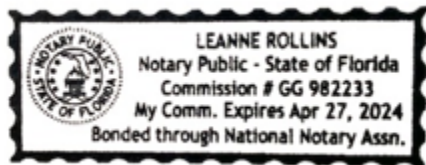


Signature of Affiant

Sworn to and subscribed before me this: December 10, 2023.



Signature of Notary Public



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

Affidavit Delivery Method: E-Mail
Affidavit Email Address: lgaskins@highlandbeach.us
7544654

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

YOU ARE HEREBY NOTIFIED that the Town Commission of the Town of Highland Beach will conduct a Public Hearing on Tuesday, December 19, 2023 at 1:30 PM in the Community Room of the Town Library located at 3618 South Ocean Boulevard, Highland Beach, Florida to consider the following:

ORDINANCE NO. 2023-008

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA ADOPTING ADMINISTRATIVE AMENDMENTS TO THE 8TH EDITION (2023) OF THE FLORIDA BUILDING CODE; PROVIDING FOR THE REPEAL OF ALL LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

The proposed Ordinance is available for inspection in the Town Clerk's Office at Town Hall, Monday through Friday during normal business hours of 8:30 a.m. to 4:30 p.m.

Any person that decides to appeal any decision made by the Town Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceeding is made, which includes the testimony and evidence upon which the appeal is based. The Town of Highland Beach does not provide such a record.

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

For additional information, please contact the Town Planner at (561) 278-4540.

TOWN OF HIGHLAND BEACH, BUILDING
DEPARTMENT
12/9/23 7544654

Order # - 7544654

File Attachments for Item:

A. Certification of Inadequate Attendance and Automatic Removal of Member Peter Weiner from the Financial Advisory Board effective December 19, 2023



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission

MEETING DATE 12/19/2023

SUBMITTED BY: Lanelda Gaskins, Town Clerk's Office

SUBJECT: Certification of Inadequate Attendance and Automatic Removal of Member Peter Weiner from the Financial Advisory Board effective December 19, 2023

SUMMARY:

At the June 15, 2021 meeting, Town Commission approved Resolution No. 2021-014 appointing Peter Weiner to the Financial Advisory Board (FAB) for a three- year term ending April 30, 2024. He has served on the FAB for two and a half years and has been absent from numerous meetings.

Our attendance records shows that you have been absent during the three (3) consecutive regular Financial Advisory Board meetings of January 26, July 27, and December 7, 2023. According to Ordinance No. 18-004 O, Sec. 2-96, and Sec. 2-99, Inadequate Attendance, of the Town's code of ordinance, members absence at three (3) or more consecutive regular meetings of a board, a member who has inadequate attendance shall be deemed automatically removed as a member of the board on the date that the Town Clerk provides certification to the Town Commission.

Additionally, it is the responsibility of the Town Clerk's Office to notify a board member of inadequate attendance. Therefore, on December 15, 2023, a letter was emailed and mailed via United States Postal Services (USPS) to Mr. Peter Weiner advising him of the three consecutive documented absences from the Financial Advisory Board meetings and his automatic removal from the board, as outlined in the ordinance. This creates a vacancy on the Financial Advisory board for an unexpired term ending April 30, 2024. The Clerk's Office will advertise the vacancy in the Coastal Star Newspaper, on the Town's website and in the Manager's Monthly.

FISCAL IMPACT:

None.

ATTACHMENTS:

RECOMMENDATION:

None.

**FINANCIAL ADVISORY BOARD
2023 MEMBERS ATTENDANCE RECORDS REPORT**

MEMBERS	26-Jan	Feb - No Mtg	Mar-No Mtg		27-Apr	5/25/2023 3- CANCELE	Jun-No Mtg		27-Jul	Aug-No Mtg	Sep-No Mtg		10/26/2023- canceled	NOV- No Mtg	7-Dec
Greenwald, Richard	P								P						P
Reame, Ron	P								A						A
Pakler, Mitchell	A								V						A
Weiner, Peter	A								A						A
Kornfeld, Edward	P								P						P
Goldberg, David	P														
Mark Zarilli									P						P
John Verdile									A						V
ATTORNEYS															
Rubin, Leonard	P														
Torciva, Glen															

A = Absent, CP= Chairperson, E/A= Excused Absent, N/A = Not Applicable, P= Present, VCP= Vice Chair V- virtually



Town of Highland Beach

3614 South Ocean Boulevard • Highland Beach, Florida 33487

Email: Peterweiner912@gmail.com

December 15, 2023

Peter Weiner
4740 S. Ocean Blvd. Apt. #101
Highland Beach, FL 33487

Re: Inadequate Attendance

Dear Mr. Weiner:

Our attendance records shows that you have been absent during the three (3) consecutive regular Financial Advisory Board meetings of January 26, July 27, and December 7, 2023. According to Ordinance No. 18-004 O, Sec. 2-96, and Sec. 2-99 of the Town's code of ordinance, it is the responsibility of the Town Clerk's Office to notify a board member of inadequate attendance. Therefore, based on your inadequate attendance, you are deemed automatically removed from the board, as a board member, effective December 19, 2023.

Volunteer services from citizens such as yourself are very important to the Town and help to make Highland Beach one of the finest communities in South Florida. On behalf of the Highland Beach Town Commission, I want to thank you for your past service to the Town, as a member on the Financial Advisory Board. Again, we greatly appreciate the time and effort you have devoted to the betterment of the Town of Highland Beach.

Sincerely,

Lanelda Gaskins, MMC, Town Clerk
TOWN OF HIGHLAND BEACH

cc: Jaclyn DeHart, Deputy Town Clerk
File

File Attachments for Item:

B. Approval of Meeting Minutes

December 05, 2023 Town Commission Meeting Minutes



TOWN OF HIGHLAND BEACH TOWN TOWN COMMISSION MEETING MINUTES

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

Date: December 05, 2023
Time: 1:30 PM

1. CALL TO ORDER

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

2. ROLL CALL

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

3. PLEDGE OF ALLEGIANCE

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

4. APPROVAL OF THE AGENDA

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

5. PRESENTATIONS / PROCLAMATIONS

A. Resolution No. 2023-034

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 Planning Board; and providing for an effective date.

Mayor Moore read the title of Resolution No. 2023-034. Followed by the Town Commission interviewing applicant Eve Rosen concerning her interest in serving on the Planning Board.

Ms. Rosen briefly spoke about her professional background and interest in serving on the Board.

MOTION: David/Goldberg - Moved to approve Resolution No. 2023-034. The motion passed unanimously 5 to 0.

B. Resolution No. 2023-035

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 Adjustments and Appeals; and providing for an effective date.

Mayor Moore read the title of Resolution No. 2023-035. Followed by the Town Commission interviewing applicant Harris Rosen concerning his interest in serving on the Board of Adjustment and Appeals Board.

Mr. Rosen briefly spoke about his professional background and interest in serving on the Board.

MOTION: David/Goldberg - Moved to approve Resolution No. 2023-035. The motion passed unanimously 5 to 0.

6. PUBLIC COMMENTS

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

There were no public comments.

7. ANNOUNCEMENTS

Mayor Moore read the announcement as follows:

Board Vacancies

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

December 07, 2023	9:30 A.M.	Financial Advisory Board Regular Meeting
December 07, 2023	5:30 P.M.- 7:30 P.M.	Mingle and Jingle Holiday Event at St. Lucy Catholic Church
December 12, 2023	1:00 P.M.	Code Enforcement Board Regular Meeting
December 14, 2023	9:30 A.M.	Planning Board Regular Meeting
December 19, 2023	1:30 P.M.	Town Commission Meeting

Board Action Report

None.

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

A. Proposed Ordinance

An Ordinance of the Town Commission of the Town of Highland Beach, Florida adopting administrative amendments to the 8TH Edition (2023) of the Florida Building Code; providing for the repeal of all laws in conflict; providing for severability and providing for an effective date.

Mayor Moore read the title of the Proposed Ordinance.

Town Manager Labadie explained that the proposed ordinance is the adopt the administrative amendments to the 8th Edition (2023) of the Florida Building Code.

Mayor Moore opened the item for public comments, and after hearing none she closed public comments.

MOTION: David/Peters - Moved to approve the Proposed Ordinance as presented, which passed unanimously 5 to 0.

B. Proposed Ordinance

An Ordinance of the Town Commission of the Town of Highland Beach, Florida, amending Section 30-7 “Official Zoning Map” of the Town Code of Ordinances to update information pertaining to the date of the most recent amendment to the Town's Official Zoning Map as set forth in Ordinance No. 2022-002; providing for repeal of all ordinances in conflict; providing for severability and codification; and providing an effective date.

Mayor Moore read the title of the Proposed Ordinance.

Town Planner Allen presented this item.

Mayor Moore opened the item for public comments, and after hearing none she closed public comments.

MOTION: David/Stern - Moved to accept the Proposed Ordinance to amend Section 30-7 “Official Zoning Map” of the Town Code of Ordinances to update information pertaining to the date of the most recent amendment to the Town's Official Zoning Map as set forth in Ordinance No. 2022-002. The motion passed unanimously 5 to 0.

C. Proposed Ordinance

An Ordinance of the Town Commission of the Town of Highland Beach, Florida, Amending Section 4-8 “Lighting Restrictions for Protection of Sea

Turtles” of Chapter 4, “Animals,” and Section 30-85 “Coastal Lighting” of Chapter 30, “Zoning,” of the Town Code of Ordinances to incorporate Lighting Regulations for new and existing coastal structures in order to minimize the effect of artificial light on sea turtle populations; providing for the repeal of all ordinances in conflict; providing for severability and codification; and providing an effective date.

Mayor Moore read the title of the Proposed Ordinance.

Town Planner Allen presented the proposed amendment to the incorporate sea turtle protection lighting standards in the code of ordinances. There was discussion about using the word “shall” and lighting regulations.

Building Official Remas clarified the Town continuous efforts to be reactive to the complaints concerning the sea turtles during the turtle season and the need for specifications for new construction for the contractors and property owners. Then Town Planner Allen spoke about the State of Florida Sea Turtle Lighting model ordinance. Also, Ms. Stacey Gallagher, Development and Policy Coordinator/Lighting Project Specialist with the Sea Turtle Conservancy also provided comments about sea turtle lighting.

Mayor Moore opened the item for public comments.

Mr. Rich Greenwald commented on the lighting restriction proposed ordinance.

There were conversations about safety concerns regarding lighting on the beach. Ms. Gallagher also spoke about the safety concerns regarding lighting. There were conversations about lighting concerning public safety perspective. Fire Chief Joseph spoke about the public safety and lighting.

Town Clerk Gaskins read an email from Mr. Jeffrey Kleiman regarding the proposed lighting ordinance.

Mayor Moore closed the public comments.

Town Commission discussion continued about modifying the language in Sec. 4-8. (2) of the proposed ordinance as it relates to the existing structures for exterior lights. Town Planner Allen will modify the language and bring the proposed ordinance back as a second reading on January 16, 2024.

MOTION: David/Stern - Moved to accept the turtle lighting ordinance subject to revisions that will show up on the second read. The motion passed unanimously 5 to 0.

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

A. Approval of Meeting Minutes

November 21, 2023 Town Commission Meeting Minutes

MOTION: David/Goldberg – Moved to adopt the Minutes of the November 21, 2023 Commission Meeting (Consent Agenda), which passed unanimously 5 to 0.

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

A. Fire Rescue Implementation Update

Fire Chief Glenn Joseph presented an update on the delivery of the fire engine, display of the fire rescue truck at the Mingle and Jingle Holiday Community Event, recruiting and hiring process of the fire personnel, and interviews are in progress for the firefighter candidates. He also provided an update on the construction phase of the fire rescue building.

Town Manager Labadie talked about the color scheme of the fire rescue building (white with beige trimming) and the consistency of the lettering. He also updated the Town Commission on the State of Florida Joint Legislative Auditing Committee

Town Manager Labadie provided an update on the State of Florida Joint Legislative Auditing Committee (JLAC) regarding the Town's approach to the matter.

He also spoke about the 24/72 staffing model for the new fire rescue personnel. He and Finance Director DiLena are working through the finances.

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

Town Manager Labadie asked the Town Commission to look at their schedule for availability the weeks of March 5th through 7th or March 12th through 14th for FDOT construction meeting at 6:00 p.m. The Town Commission is available on Thursday, March 7th. He received FDOT's written response regarding a resident's comments concerning the construction along A1A and will forward the responses to the Town Commission. He is also attempting to schedule a field meeting with the FDOT Design Team and waiting for a few dates.

C. Building Department Recertification Program Update

Building Official Remas provided an update on the Building Recertification program.

D. Continued discussion of Milani Park.

Town Manager Labadie reported he was making good progress with putting together a team and developing an approach to this matter. February 1st is the public meeting with Palm Beach County. He encouraged the resident to send their comments regarding the Milani Park to him, the Town Commission or Palm Beach County Commissioner Marci Woodward.

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

Mayor Moore read the title of this item. Followed by Town Manager Labadie presenting the item.

MOTION: David/Goldberg – Moved to authorize the Mayor to sign the Proposed Amendment No. 5 to the Tower Siting Lease Agreement with Sprint/T-Mobile. Upon roll call: Commissioner David (Yes); Commissioner Goldberg (Yes); Commissioner Peters (Yes); Vice Mayor Stern (Yes); and Mayor Moore (Yes). The motion passed unanimously 5 to 0.

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

A. Consideration of the Town Commission proposed meeting schedule for the 2024 calendar year.

Town Manager Labadie presented this item.

MOTION: David/Peters - Moved to approve the proposed meeting schedule for 2024 calendar year cancelling the January 2, July 2, and November 5 Town Commission meeting dates. The motion passed unanimously 5 to 0.

B. Consideration to approve and authorize the Mayor to execute the 2024 Municipal Election(s) Vote Processing Equipment Use and Elections Services Agreement with the Palm Beach County Supervisor of Elections (SOE) Office for the Town's Municipal General Election on Tuesday, March 19, 2024.

Town Clerk Gaskins presented this item.

MOTION: David/Goldberg - Moved to approve the 2024 Municipal Election(s) Vote Processing Equipment Use and Elections Services Agreement with the Palm Beach County Supervisor of Elections, which passed unanimously 5 to 0.

12. TOWN COMMISSION COMMENTS

Commissioner Judith M. Goldberg thanked the applicants for applying to participate on Town Boards. She provided comments about Milani Park regarding lighting.

Commissioner Donald Peters also commented on the applicants and Milani Park.

Commissioner Evalyn David encouraged the community to come out to the Mingle and Jingle Community Holiday event on Thursday, December 7th.

Vice Mayor David Stern look forward to serving with the Town Commission.

Mayor Natasha Moore had no comments.

13. TOWN ATTORNEY'S REPORT

Town Attorney Torcivia congratulated Commissioner Goldberg, Vice Mayor Stern and Mayor Moore on the unopposed candidacy related to the March 19, 2024 Municipal General Election.

14. TOWN MANAGER'S REPORT

Town Labadie also congratulated Commissioner Goldberg, Vice Mayor Stern and Mayor Moore on the unopposed candidacy related to the March 19, 2024 Municipal General Election. He announced the Top Out Ceremony tomorrow at 12:30 p.m. and the Mingle and Jingle Holiday Community Event at 5:00 p.m. tomorrow evening.

15. ADJOURNMENT

The meeting adjourned at 3:49 P.M.

APPROVED: December 19, 2023 Town Commission Meeting.

ATTEST:

Natasha Moore, Mayor

Transcribed by
Lanelda Gaskins

12/19/2023

Date

Lanelda Gaskins, MMC
Town Clerk

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

File Attachments for Item:

C. Approve and authorize the Mayor to execute the First Amendment to Amended and Restated Agreement between the Town of Highland Beach and Palm Beach County for use of the County Public Safety Radio System.

FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT

THIS FIRST AMENDMENT to Amended and Restated Agreement R2019-0211, dated February 5, 2019 (the “Agreement”), is made as of _____, by and between Palm Beach County, a political subdivision of the State of Florida (“County”), and the Town of Highland Beach, a municipal corporation of the State of Florida, (“Town”).

In consideration of the mutual promises contained herein, the County and Town agree as follows:

1. The term of the Agreement is renewed beginning on February 5, 2024 and continuing through February 4, 2029, pursuant to the exercise of the first of two (2) five (5) years renewal options.

2. Section 2.03 is deleted in its entirety and replaced with the following:

2.03 Town Equipment: Also known as “agency radios,” are Town owned P25 compliant handheld and mobile radios and control stations that operate in the 800 MHz spectrum that have the ability to be programmed and used on the County’s System.

3. Section 5.01 is deleted in its entirety and replaced with the following:

5.01 Town Equipment. The Town’s equipment will be P25 compliant 800 MHz mobile, portable, and control station equipment programmed to be used on the County’s System. Equipment other than that manufactured by Motorola shall be approved by the System Manager prior to purchase by the Town. The Town is required to keep its equipment in proper operating condition and the Town is responsible for maintenance of its radio equipment.

4. The Agreement is hereby modified to add the following:

2.07 SmartZone Controller: The SmartZone Controller is the central computer that controls the operation of the County’s Public Safety Radio System. The SmartZone Controller manages access to System features, functions, and talk-groups.

SECTION 8A: INSURANCE

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the Town represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If Town is not self-insured, Town shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this contract, insurance coverage at limits not less than those contained in the Statute.

Should Town purchase excess liability coverage, Town agrees to include County as an Additional Insured.

The Town agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Should Town contract with a third-party (Contractor) to perform any service related to the Agreement, Town shall require the Contractor to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include Town and County as Additional Insureds. Town shall also require that the Contractor include a Waiver of Subrogation against County.
- Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

When requested, the Town shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Compliance with the foregoing requirement shall not relieve the Town of its liability and obligations under this Agreement.

SECTION 25: ANNUAL BUDGETARY FUNDING/CANCELLATION

This Agreement and all obligations of County and Town hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners and the Town Council.

SECTION 26: E-VERIFY – EMPLOYMENT ELIGIBILITY

26.01 Town warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the Town's contractors and subcontractors performing any duties and obligations under this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

26.02 County shall terminate this Agreement if it has a good faith belief that Town has knowingly violated Section 448.09(1), Florida Statutes as may be amended.

5. Except as modified by this First Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof and is hereby ratified and confirmed by the Town and the County.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed as of the day and year first above written.

ATTEST:

**JOSEPH ABRUZZO
CLERK OF THE CIRCUIT
COURT & COMPTROLLER**

PALM BEACH COUNTY, a political subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Maria Sachs, Mayor

APPROVED AS TO LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND CONDITIONS:

By: _____
County Attorney

By: _____
Isamì Ayala-Collazo, Director
Facilities Development & Operations

ATTEST:

**THE TOWN OF HIGHLAND BEACH,
a municipal corporation of the State of
Florida.**

By: _____
Lanelda Gaskins, Town Clerk

By: _____
Natasha Moore, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____

Print Name and Title

File Attachments for Item:

A. Resolution No. 2023-036

A Resolution of the Town Commission of the Town of Highland Beach, Florida, authorizing the Mayor to execute Amendment No. Nine to the State of Florida Department of Transportation District Four Landscape Inclusive Memorandum of Agreement on behalf of the Town; providing for conflicts; and providing for an effective date.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting

MEETING DATE: December 19, 2023

SUBMITTED BY: Ingrid Allen, Town Planner, Building Department

SUBJECT: Amendment Number Nine (9) to the Florida Department of Transportation’s Landscape Inclusive Memorandum of Agreement for the property located 2362 South Ocean Boulevard

SUMMARY:

On July 20, 2017, the Florida Department of Transportation (FDOT) and the Town of Highland Beach entered into a Landscape Inclusive Maintenance Memorandum of Agreement (“Agreement”) for the purpose of maintaining landscape improvements on State Road A1A (South Ocean Boulevard). Since the execution of this Agreement, there have been seven (7) amendments to the Agreement as follows (Note: Amendment No. 8 is pending, see below):

AMENDMENT NUMBER	LOCATION	FDOT PERMIT NO.	DATE OF EXECUTED AMENDMENT
1	3615 S. Ocean Blvd.	2019-L-496-00005	February 5, 2020
2	Several (crosswalks)	2020-L-496-00002	February 19, 2020
3	2352 S. Ocean Blvd.	2020-L-496-00005	December 21, 2020
4	2500 S. Ocean Blvd.	2021-L-496-00004	January 21, 2022
5	4005 S. Ocean Blvd.	2022-L-496-00008	September 13, 2022
6	3805 S. Ocean Blvd.	2023-L-496-00004	August 26, 2023
7	3521 S. Ocean Blvd.	2023-L-496-00006	October 10, 2023
8	3425 S. Ocean Blvd.	2023-L-496-00009	TBD*

* *The Applicant is scheduled to go before the Planning Board on December 14, 2023 for an amendment to a previously approved landscape plan to reflect proposed landscaping in FDOT's Right-of-Way. If approved, Amendment No. 8 to the Agreement will come before the Commission accordingly.*

Landscaping improvements are proposed to be installed in FDOT's Right-of-Way (ROW) along State Road A1A at 2362 South Ocean Boulevard and therefore an amendment (No. 9) to the Agreement is required. While this amendment to the Agreement indicates that the Town will maintain the additional landscape improvements, Section 28-10(a) of the Town Code of Ordinances, requires the property owner to be responsible for the maintenance of all landscaping on adjacent public rights-of way as follows:

Sec. 28-10. - Maintenance standards for cultivated landscape areas.

(a) General: The owner, and/or lessee of land subject to this chapter shall be responsible for the maintenance of all landscaping located on their property and on adjacent public rights-of-way, which shall be maintained in good condition so as to present a healthy, neat and orderly landscape area which shall include, but not be limited to, weeding, mulching, fertilizing, pruning, mowing, and edging as generally set forth in this section.

At the June 08, 2023 Planning Board ("Board") meeting, the Board granted a major modification approval for the property which included the addition of two garages, a covered entertainment area, and changes to the exterior façade and roof line (Development Order No. 22-0002). This approval included a landscape plan for the property and for the adjacent FDOT ROW. The FDOT ROW landscaping approved by the Board is consistent with the ROW landscaping plan approved by FDOT via permit number 2023-L-496-00005 except for the type of sod to be provided. The ROW landscape plan approved by FDOT provides for 'Floritam' St. Augustine sod while the ROW landscaping approved by the Board provides for Empire Zoysia sod. This change in sod type is consistent with the Town Code of Ordinances. The Town's Public Works Director, Pat Roman, has indicated that the proposed landscaping in FDOT's ROW does not conflict with existing Town utilities.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Aerials

Resolution

Amendment Number nine (9) to FDOT Landscape Inclusive Memorandum of Agreement.

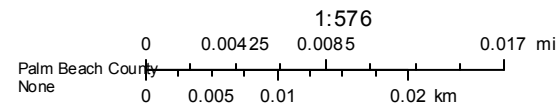
FDOT Inclusive Landscape Maintenance Memorandum of Agreement – July 20, 2017.

RECOMMENDATION:

At the discretion of the Town Commission



2362 South Ocean Blvd.



2362 South Ocean Blvd (Front)





**TOWN OF HIGHLAND BEACH
RESOLUTION NO. 2023-036**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NUMBER NINE TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT FOUR LANDSCAPE INCLUSIVE MEMORANDUM OF AGREEMENT ON BEHALF OF THE TOWN; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 20, 2017, the Town of Highland Beach entered into a Landscape Inclusive Maintenance Memorandum of Agreement with the Florida Department of Transportation (FDOT), District Four, for the purpose of maintaining landscape improvements by the Town on State Road A1A (South Ocean Boulevard); and

WHEREAS, since the execution of the Landscape Inclusive Maintenance Memorandum of Agreement, there have been seven (7) amendments to the Agreement which were executed on February 5, 2020 (FDOT Permit No. 2019-L-496-00005); February 19, 2020 (FDOT Permit No. 2020-L-496-00002); December 21, 2020 (FDOT Permit No. 2020-L-496-00005); January 21, 2022 (FDOT Permit No. 2021-L-496-00004); September 13, 2022 (FDOT Permit No. 2022-L-496-00008); August 26, 2023 (FDOT Permit No. 2023-L-496-00004); and October 10, 2023 (FDOT Permit No. 2023-L-496-00005 (amendment number eight (8) is currently pending Town Commission approval (FDOT Permit No. 2023-L-496-00006); and

WHEREAS, new landscaping improvements (FDOT Permit No. 2023-L-496-00005) are proposed to be installed in the State Road A1A right-of-way at 2362 South Ocean Boulevard; and

WHEREAS, these new landscaping improvements, as noted above, require an amendment to the Landscape Inclusive Maintenance Memorandum of Agreement whereby the Town and FDOT agree to the installation of the improvements at 2632 South Ocean Boulevard; and

WHEREAS, the purpose of this Resolution is to authorize the Mayor to execute, on behalf of the Town, the amendment to the Landscape Inclusive Maintenance Memorandum of Agreement attached to this Resolution; and

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

Section 1. The recitations set forth above are true, accurate and correct and are incorporated herein.

Section 2. The Mayor is hereby authorized to execute amendment number nine (9) to the State of Florida Department of Transportation Landscape Inclusive Memorandum of Agreement attached to this Resolution and made a part hereof.

Section 3. All resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 4. This Resolution shall be effective immediately upon adoption.

DONE AND ADOPTED by the Town Commission of the Town of Highland Beach, Florida, this ___ day of _____, 2023.

ATTEST:

Natasha Moore, Mayor

REVIEWED FOR LEGAL SUFFICIENCY

Lanelda Gaskins, MMC
Town Clerk

Glen Torcivia, Town Attorney
Town of Highland Beach

VOTES:

YES NO

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

SECTION: 93060000
STATE ROAD: A1A
PERMIT: 2023-L-496-00005
COUNTY: PALM BEACH

**AMENDMENT NUMBER NINE (9) TO
FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT FOUR (4)
LANDSCAPE INCLUSIVE MAINTENANCE MEMORANDUM OF AGREEMENT**

THIS AMENDMENT Number Nine (9) to the Agreement dated July 20, 2017, made and entered into this _____ day of _____ 20____ by and between the State of Florida Department of Transportation, hereinafter called the **DEPARTMENT**, and the **TOWN OF HIGHLAND BEACH**, a municipal corporation of the State of Florida, hereinafter called the **AGENCY**.

WITNESSETH

WHEREAS, the parties entered into the Landscape Inclusive Maintenance Memorandum of Agreement dated, July 20, 2017 for the purpose of maintaining the landscape improvements by the AGENCY on State Road A1A (South Ocean Boulevard); and,

WHEREAS, the DEPARTMENT and the AGENCY have agreed to add additional landscape by permit to be installed on State Road A1A (South Ocean Boulevard) in accordance with the above referenced Agreement; and,

NOW THEREFORE, for and in consideration of mutual benefits that flow each to the other, the parties covenant and agree as follows:

1. Pursuant to Page 7, Paragraph 7 of the Landscape Inclusive Maintenance Memorandum of Agreement for State Road A1A (South Ocean Boulevard) dated July 20, 2017, the DEPARTMENT will allow an adjacent property owner to construct additional landscape improvements or to modify an improvement as indicated in **Exhibit "A"**, State Road A1A (South Ocean Boulevard) from M.P. 7.644 to M.P. 7.629, in accordance with the plans attached as **Exhibit "B"**.
2. The AGENCY shall agree to maintain the additional landscape improvements in the Agreement described above according to Part I of the Maintenance Plan, Exhibit "E" of the original agreement and Part II as follows:

Part II - Specific Project Site Maintenance Requirements and Recommendations:

1. Medjool Palms are intended to be maintained at mature height and spread. Prune once yearly, removing only those fronds that are dead or falling below 9 o'clock & 3 o'clock. Remove all fruit clusters.
2. Inspect groundcovers and shrubs on a bi-monthly basis for maintaining full ground coverage.
3. Groundcover and shrub lateral growth shall be maintained to prevent foliage from growing beyond the limits of the planting areas shown on the plan. Maintain a 2" setback from the foliage to the back of curb, pavement, and/or sidewalk.
4. Maintain the vertical height of:
 - Podocarpus between 30" and 36", full to ground
 - Muhly grass at mature height; trim down to 10" one time per year in winter
5. Evaluate plant material on a bi-monthly basis for pests and diseases. If required, follow the integrated pest management program established by the Agency to ensure healthy plants.
6. Joints and cracks in concrete, concrete pavers, concrete curbs, expansion joints, catch basins, gutter areas, etc. shall be inspected on a bi-monthly basis to keep those areas free of weeds.
7. Inspect the irrigation system performance on a bi-monthly basis to ensure the system's pressure is providing adequate coverage. Clean or replace any irrigation nozzles that are not properly functioning.
8. Inspect synthetic turf driveway banding twice a year and repair or replace as required per manufacturer's recommendations.

Except as modified by this Amendment, all terms and conditions of the original Agreement and all Amendments thereto shall remain in full force and effect.

LIST OF EXHIBITS

- Exhibit A - Landscape Improvements Maintenance Boundaries Limits
- Exhibit B - Landscape Improvement Plans

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

TOWN OF HIGHLAND BEACH

By: _____ Date: _____
Chairperson / Mayor / Manager

Attest: _____ (SEAL)
Town Clerk

Legal Approval: _____

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____ Date: _____
Transportation Development Director

Attest: _____ (SEAL)
Executive Secretary

Legal Review: _____
Office of the District General Counsel

SECTION: 93060000
 STATE ROAD: A1A
 PERMIT: 2023-L-496-00005
 COUNTY: PALM BEACH

EXHIBIT A

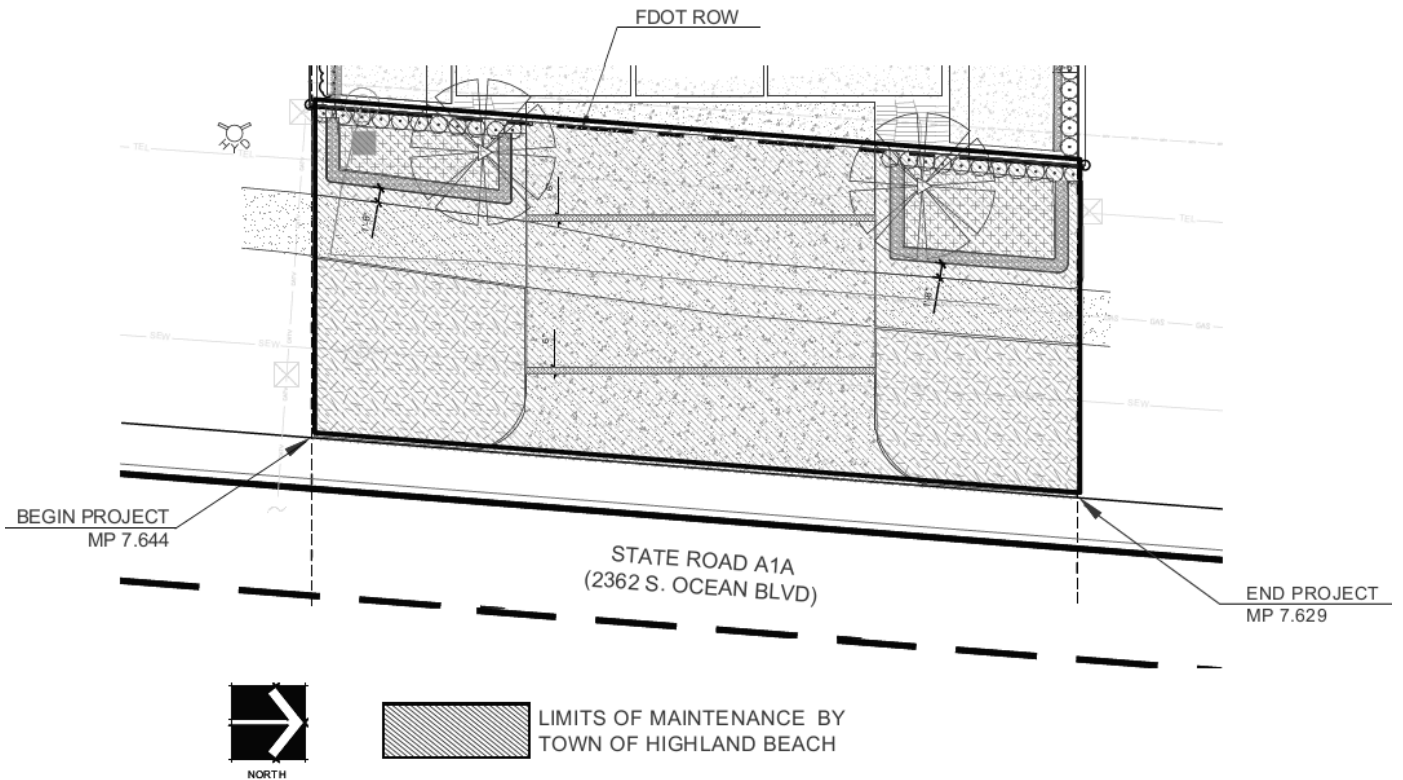
LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES LIMITS

I. ORIGINAL INCLUSIVE LANDSCAPE MAINTENANCE AGREEMENT LIMITS:

State Road A1A (South Ocean Boulevard) from approximately ¼ mile North of Spanish River Blvd (M.P. 4.868) to approximately ½ mile South of Linton Blvd (M.P. 7.711)

II. LANDSCAPE PERMIT PROJECT LIMITS (THIS PROJECT)*:

State Road A1A (2362 South Ocean Boulevard) from M.P. 7.644 to M.P. 7.629



***All other limits of the original agreement and amendments shall apply**

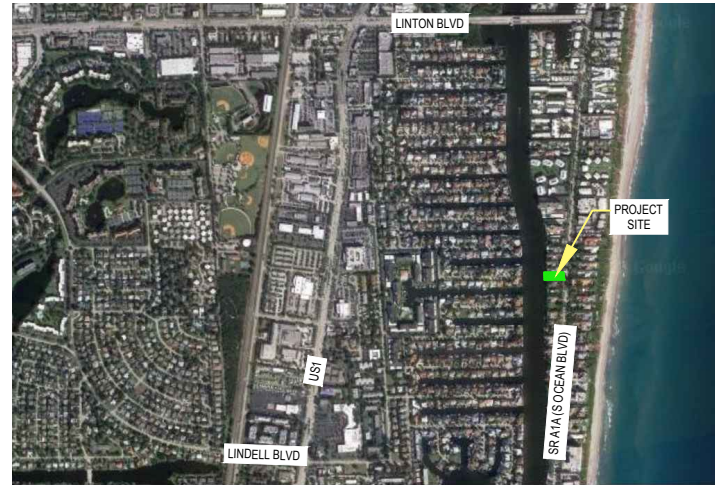
SECTION:	93060000
STATE ROAD:	A1A
PERMIT:	2023-L-496-00005
COUNTY:	PALM BEACH

EXHIBIT B

LANDSCAPE IMPROVEMENT PLANS

The AGENCY agrees to install the landscape improvements in accordance with the plans and specifications attached hereto and incorporated herein.

Please see attached plans prepared by: James B. Euell, PLA
Suarez Engineering
October 30, 2023



LOCATION MAP



PRIVATE RESIDENCE 2362 S. OCEAN BLVD HIGHLAND BEACH, FL

SCOPE OF WORK

STATE ROAD A1A (S. OCEAN BLVD)
MILE POST: 7.644 TO 7.629

FDOT SPECIFICATIONS AND DESIGN STANDARDS

Governing Standard Plans: Florida Department of
Transportation, FY 2022-23 Standard Plans for Road
and Bridge Construction and applicable Interim
Revisions (IRs)

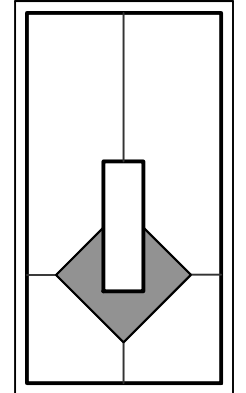
Governing Standard Specifications: Florida Department
of Transportation, July 2022 Standard Specifications for
Road and Bridge Construction
ROADWAY DESIGN SPEED FOR A1A = 35 MPH

INDEX OF SHEETS

SHEET No.	TITLE
CS-1	COVER SHEET

LANDSCAPE ARCHITECTURE

LP-1	LANDSCAPE PLAN
LP-2	LIMITS OF CLEAR SIGHT PLAN
LP-3	NOTES & DETAILS

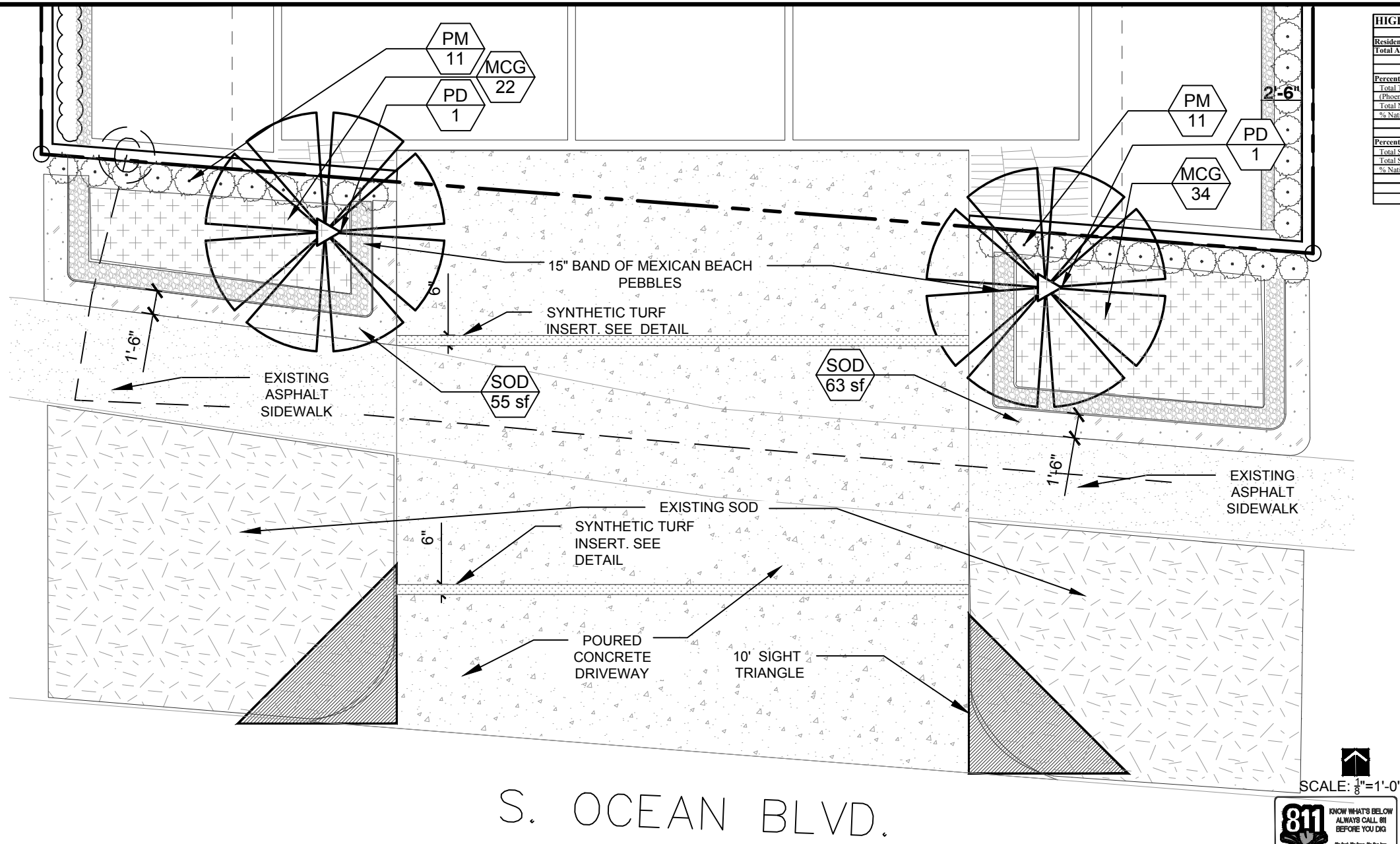


PROJECT NAME & LOCATION:
PRIVATE CLIENT
TWO STORY HOME ADDITION AND RENOVATION
2362 S. OCEAN BLVD.
HIGHLAND BEACH, FL 33487

DISTRIBUTION:	DATE:

DRAWING NAME:
**COVER SHEET
SHEET**

DRAWING NUMBER:
CS-1



S. OCEAN BLVD.

SCALE: 1/8" = 1'-0"



PLANT SCHEDULE LANDSCAPE									
PALM TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	DROUGHT	
PD	2	PHOENIX DACTYLIFERA 'MEDJOO'	MEDJOO DATE PALM	FG/B&B		14" CT, NUT INCLUDED, MATCHED	NO	HIGH	
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	DROUGHT	SPACING
PM	11	PODOCARPUS MACROPHYLLUS	YEW PINE	-		30" HT. X 24" SPD	NO	HIGH	24" o.c.
SOD/SEED	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	DROUGHT	SPACING
SOD	118 SF	STENOTAPHRUM SECUNDATUM 'FLORITAM'	'FLORITAM' ST. AUGUSTINE SOD	SOD					
TALL GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	DROUGHT	SPACING
MCG	56	MUHLENBERGIA CAPILLARIS	PINK MUHLY GRASS	-	YES	24" HT. X 24" SPR.	YES	MEDIUM	24" o.c.

HIGHLAND BEACH PLANTING CALCULATIONS	
Residential Single Family	
Total Area: 14,652 S.F. 0.33AC:	Total Tree Requirement:
Percentage of Drought Tolerant / Native Trees	
Total Trees / Palms (Not including existing trees)	
(Phoenix & Roystonea elata counted 1:1 / All others counted 3:1)	
Total Native Trees / Palms	
% Native or Drought Tolerant Trees / Palms	
Percentage of Drought Tolerant Shrubs / Accents	
Total Shrubs / Accents @ 24" planted ht. or greater	
Total Shrubs / Accents	
% Native or Drought Tolerant Shrubs / Accents	
Landscape Area Provided	
Landscape Area Percentage	

GENERAL PLANTING REQUIREMENTS

All sizes shown for plant material on the plans are to be considered Minimum. All plant material must meet or exceed these minimum requirements for both height and spread. Any other requirements for specific shape or effect as noted on the plan(s) will also be required for final acceptance.

All plant material furnished by the landscape contractor shall be Florida #1 or better as established by "Grades and Standards for Florida Nursery Plants" and "Grades and Standards for Florida Nursery Trees". All material shall be installed as per CSI specifications.

All plant material (except SOD) as included herein shall be warranted by the landscape contractor for a minimum period of 12 months.

All plant material shall be planted in planting soil that is delivered to the site in a clean loose and friable condition. All soil shall have a well drained characteristic. Soil must be free of all rocks, sticks, and objectionable material including weeds and weed seeds as per CSI specifications.

Twelve inches (12") of planting soil 50/50 sand/topsoil mix is required around and beneath the root ball of all trees and palms, and 1 cubic yard per 50 bedding or groundcover plants.

All landscape areas shall be covered with Eucalyptus or sterilized seed free Melaleuca mulch to a minimum depth of three inches (3") of cover when settled. A four-inch clear space must be left for air between plant bases and the mulch. Cypress bark mulch shall not be used.

All plant material shall be thoroughly watered in at the time of planting; no dry planting permitted. All plant materials shall be planted such that the top of the plant ball is flush with the surrounding grade.

All landscape and lawn areas shall be irrigated by a fully automatic sprinkler system adjusted to provide 100% coverage of all landscape areas. All heads shall be adjusted to 100% overlap as per manufacturers specifications and performance standards utilizing a rust free water source. Each system shall be installed with a rain sensor.

It is the sole responsibility of the landscape contractor to insure that all new plantings receive adequate water during the installation and during all plant warranty periods. Deep watering of all new trees and palms and any supplemental watering that may be required to augment natural rainfall and site irrigation is mandatory to insure proper plant development and shall be provided as a part of this contract.

All plant material shall be installed with fertilizer, which shall be State approved as a complete fertilizer containing the required minimum of trace elements in addition to N-P-K, of which 50% of the nitrogen shall be derived from an organic source as per CSI specifications.

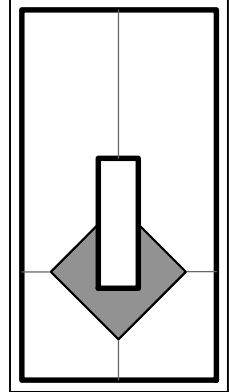
Contractors are responsible for coordinating with the owners and appropriate public agencies to assist in locating and verifying all underground utilities prior to excavation.

The plan takes precedence over the plant list.

SPECIAL INSTRUCTIONS

General site and berm grading to +/- 1 inch (1") shall be provided by the general contractor. All finished site grading and final decorative berm shaping shall be provided by the landscape contractor.

All sod areas as indicated on the planting plan shall receive Stenotaphrum secundatum, St. Augustine 'Palmetto' solid sod. It shall be the responsibility of the landscape contractor to include in the bid, the repair of any sod which may be damaged from the landscape installation operations.



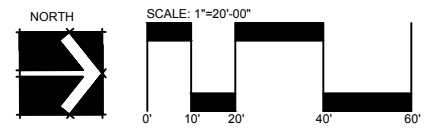
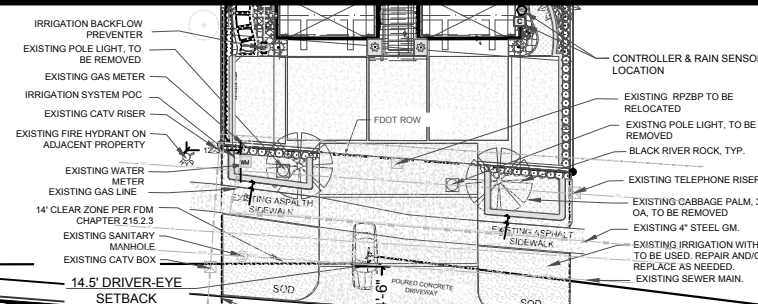
PROJECT NAME & LOCATION:
PRIVATE CLIENT
 TWO STORY HOME ADDITION AND RENOVATION
 2362 S. OCEAN BLVD.
 HIGHLAND BEACH, FL 33487

DISTRIBUTION:	DATE:

DRAWING NAME:
LANDSCAPE PLAN

DRAWING NUMBER:
LP-1

MATCHLINE AA



NON SIGNALIZED INTERSECTION
LIMITS OF CLEAR SIGHT LINE D=390'
LIMITED 212, EXHIBIT 212-4.

LIMITS OF CLEAR SIGHT LINE
D=390' PER FDM CHAPTER
212, EXHIBIT 212-4,
DESIGN SPEED 35 MPH

MATCHLINE AA

TREE DISPOSITION TABLE

#	Species	Native	Exotic	HEIGHT FT. OA	DBH	Remain	Remove	Relocate	Cond.
01	Sabal palmetto / Cabbage Palm	YES		30 FT	8"		X		50%

FDOT IRRIGATION NOTES

- The irrigation system shall use the lowest quality water available which adequately and safely meets the water needs of the system. Storm water, reclaim water, or grey water irrigation shall be used whenever possible.
- The FDOT requires 24-hour emergency access to water source.
- Contractor shall provide the FDOT District Operations Manager with a set of "As-Built" irrigation plans.
- Should the existing irrigation system not be functional for the time during construction, ensure that measures are taken to water the existing plant material and sod. This may include portions of the landscape areas outside the renovation area depending on how the system is zoned.
- Note that 100% coverage must be achieved in the landscape areas where existing irrigation modifications occur.
- To ensure the entire existing irrigation system is restored to fully functional condition, the contractor and maintaining agency are to perform a pre-construction visual inspection and performance test to document the condition of the existing system. Any repairs that are required to the existing system to remain will be performed by the maintaining agency prior to construction. Any existing or proposed components that are damaged during construction or the warranty period will be the responsibility of the contractor. The entire system must be restored to the same condition it was in before the start of construction.

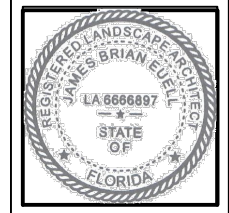
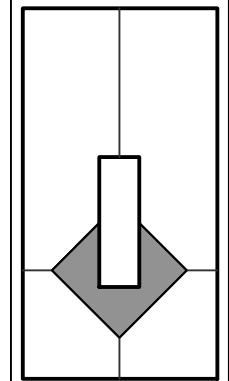
- GOVERNING STANDARD PLANS: Florida Department of Transportation, FY 2022-23 Standard Plans for Road and Bridge Construction and applicable Interim Revisions. (IR's)
website: <https://www.fdot.gov/design/standardplans>
- GOVERNING STANDARD SPECIFICATIONS: Florida Department of Transportation, July 2022 Standard Specifications for Road and Bridge Construction.
website:

FDOT GENERAL NOTES

- Architectural Pavers installation for sidewalks, medians, driveways, or roadways within the FDOT right of way shall comply with current FDOT Standard Specification 526.
Online Reference: https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/specbooks/fy-2023-24/fy2023-24ebook.pdf?sfvrsn=6b69416d_6

FDOT PLANTING NOTES

- For the portion of landscape plant material that will be installed within the FDOT Right of Way, landscape installation shall comply with current applicable FDOT Maintenance Specification 580. Online Reference: [ssm580000wd-722-i17992.pdf \(windows.net\)](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/maintenance/specbooks/fy-2023-24/fy2023-24ebook.pdf?sfvrsn=6b69416d_6)
- For the portion of landscape plant material that will be installed within the FDOT Right of Way refer to the FDOT Standard Plans Index 580-001 Landscape Installation.
Online Reference: <https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/design/standardplans/2023/idx/580-001.pdf?>
- Cypress Mulch is not permitted on FDOT right of way. Mulch permitted to be used are Hardwood Mulch (containing no Cypress products), Recycled Mulch or approved equal, certified by the Mulch and Soil Council (MSC). Submit proof of certification to the FDOT District Operations Permit Landscape Inspector upon inspection.
- Sodded areas will be in accordance with Standard Plans Index 570-010 and Standard Specifications Sections 162, 570, 981, 982, 983, 987 of the Department's latest edition of Governing Design Standards and Standard Specifications. All disturbed areas will be sodded within one (1) week of installation of said permitted work.



PROJECT NAME & LOCATION:
PRIVATE CLIENT
TWO STORY HOME ADDITION AND RENOVATION
2362 S. OCEAN BLVD.
HIGHLAND BEACH, FL 33487

DISTRIBUTION:	DATE:

DRAWING NAME:
LIMITS OF CLEAR SIGHT PLAN

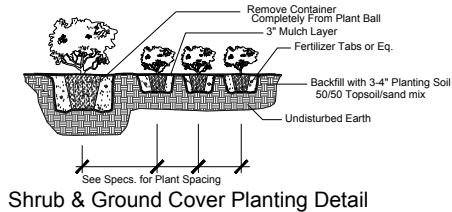
DRAWING NUMBER:
LP-2

FDOT GENERAL NOTES

- GOVERNING STANDARD PLANS: Florida Department of Transportation, FY 2022-23 Standard Plans for Road and Bridge Construction and applicable Interim Revisions. (IR's)
website: <https://www.fdot.gov/design/standardplans>
- GOVERNING STANDARD SPECIFICATIONS: Florida Department of Transportation, July 2022 Standard Specifications for Road and Bridge Construction.
website: <https://www.fdot.gov/programmanagement/implemented/specbooks>
- Contractor shall repair any and all damage done to FDOT property during demolition, relocation &/or installation activities at his sole expense.
- Any plant material substitution within or impacting the FDOT Right of Way whether requested by the Contractor, Owner, Landscape Architect or other will need to get approval from the FDOT District Landscape Architect.
- Ownership of all suitable excavated materials, as determined by the Department, shall remain in the Department until a final acceptance of the permitted project is fulfilled. Excavated materials shall be hauled by the Permittee, at their cost and expense from the site to the Broward Operations Center or stockpiled in those areas as directed by the Department, including asphalt millings.
- Maintenance of Traffic (MOT) for this project will comply with FDOT Standard Plans Index (102 Series) and the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD). Special attention will be given to FDOT Design Plans Standard Index 102-005, 102-010, 102-045, and 102-075.
- Permittee will restore the Right-Of-Way as a minimum, to its original condition or better in accordance w/ FDOT's latest Standard Specifications for Road and Bridge Construction or as directed by the Resident Operations Engineer.
- Restricted hours of operations will be from 9:00am to 3:30pm, (Monday-Friday), unless otherwise approved by the operations Engineer, or designee.
- Permittee will ensure that all locates have been performed prior to scheduling of any WORKING activities. This shall include soft digs to verify vertical and horizontal alignment.
- Permittee will coordinate all work with Asset Management. Contact David Moore of Transfield Services at 954-317-8044, moore@transfieldservices.com. Coordination will include a Pre-Construction meeting.

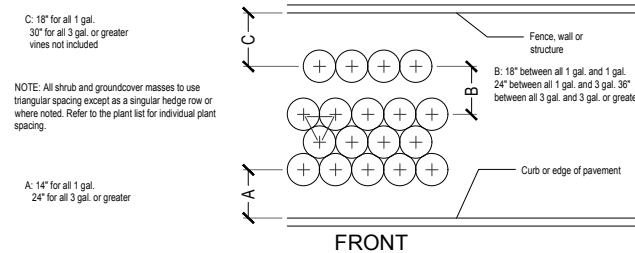
FDOT PLANTING NOTES

- For the portion of landscape plant material that will be installed within the FDOT Right of Way landscape installation shall comply with current FDOT Maintenance Specifications 580-2.1. Online Reference: <http://www.fdot.gov/programmanagement/Maintenance/2022July/default.shtm>.
- For the portion of landscape plant material that will be installed within the FDOT Right of Way refer to FDOT Standard Plans Index 580-001 Landscape Installation. Online Reference: <http://www.fdot.gov/design/standardplans/current/IDx/580-001.pdf>
- No Category I or II invasive plants shall be planted on FDOT right of way.
- Cypress Mulch is not permitted on FDOT right of way. Mulch permitted to be used are Hardwood Mulch (containing no Cypress products), Recycled Mulch or approved equal, certified by the Mulch and Soil Council (MSC). Submit proof of certification to the FDOT District Operations Permit Landscape Inspector upon inspection.



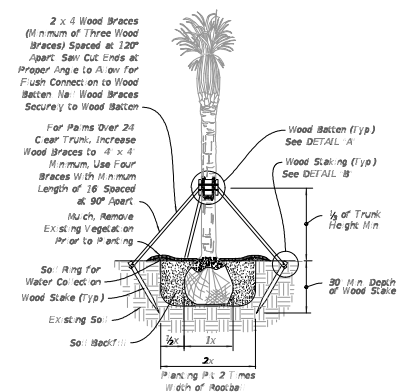
Shrub & Ground Cover Planting Detail

NTS

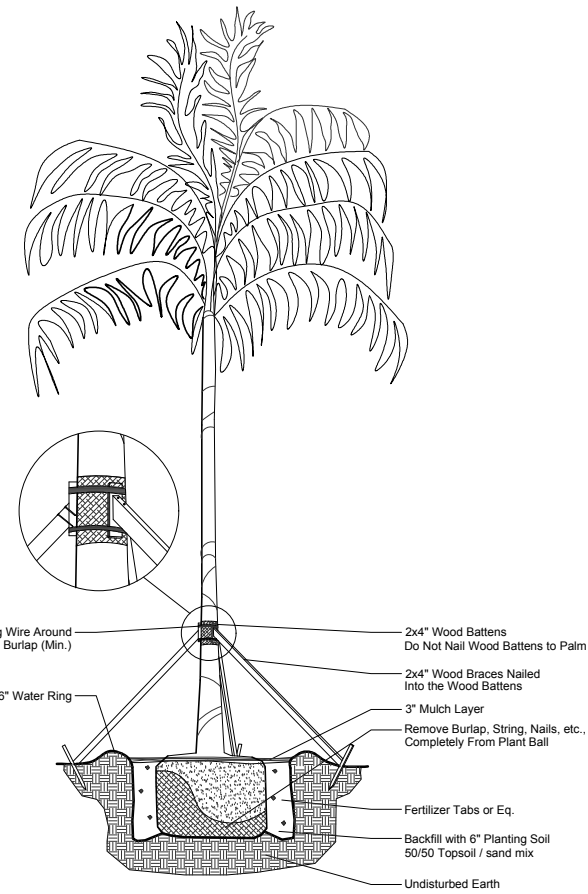
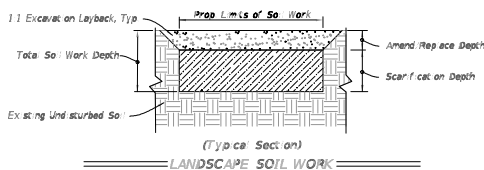
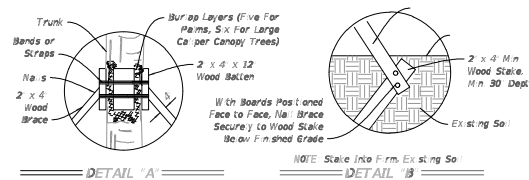


Typical Plant Spacing

NTS

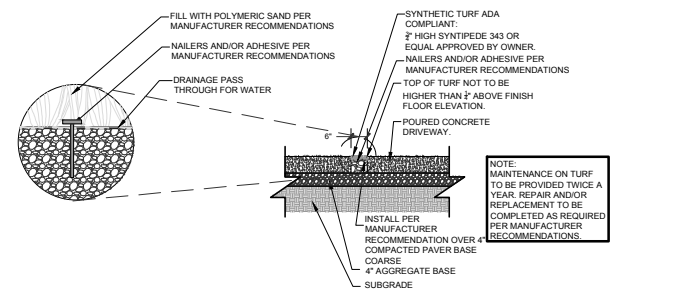


PALM PLANTING



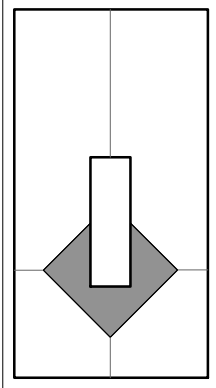
Palm Planting Detail

NTS



POURED CONCRETE / SYNTHETIC TURF SECTION

SCALE: 3/8"=1'-0"



PROJECT NAME & LOCATION:
PRIVATE CLIENT
TWO STORY HOME ADDITION AND RENOVATION
2362 S. OCEAN BLVD.
HIGHLAND BEACH, FL 33487

DISTRIBUTION:	DATE:

DRAWING NAME:
NOTES & DETAILS

DRAWING NUMBER:
LP-3

SECTION No.: 93060
S.R. No.: A1A
COUNTY: PALM BEACH

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISTRICT FOUR (4) INCLUSIVE LANDSCAPE MAINTENANCE
MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of July 2017, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, hereinafter called the DEPARTMENT and the Town of Highland Beach, a municipal corporation of the State of Florida, existing under the Laws of Florida, hereinafter called the AGENCY.

WITNESSETH:

WHEREAS, the DEPARTMENT has jurisdiction over State Road A1A (South Ocean Boulevard) as part of the State Highway System as described in Exhibit "A"; and

WHEREAS, the AGENCY or adjacent property owner seeks to install or has installed and the AGENCY maintains certain landscape improvements, as defined in paragraph numbered 2, page 2, within the right of way of State Road A1A (South Ocean Boulevard) as described within Exhibit "B" and "C"; and

WHEREAS, the AGENCY seeks to install, has installed and maintains certain landscape improvements within the right of way of State Road A1A (South Ocean Boulevard) as described within Exhibit "B", and "C"; and

WHEREAS, the AGENCY and the DEPARTMENT have entered into previous agreements for the AGENCY to maintain landscape improvements on DEPARTMENT right of way; and

WHEREAS, as part of the continual updating of the State of Florida Highway System, the DEPARTMENT, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain the highway facilities as State Road A1A (South Ocean Boulevard) described further in Exhibit "A" attached hereto and incorporated by reference herein; and

WHEREAS, the AGENCY is of the opinion that the highway facilities within the AGENCY'S limits that contain landscape improvements shall be maintained by the AGENCY; and

WHEREAS, it is the intent of the AGENCY and the DEPARTMENT that the AGENCY shall maintain all right of way within the medians, outside the travelway and improvements made to the travelway that were made at the request of the AGENCY; and

WHEREAS, as designated to be superseded, the AGENCY and DEPARTMENT intend for this agreement to replace and supersede the landscape agreements described within **Exhibit "D"** designated to be superseded, except as otherwise provided in this Agreement; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the AGENCY by Resolution No. 17-012 R dated July 5, 2017, attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so;

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. RECITALS

The recitals set forth above are true and correct and are deemed incorporated herein.

2. INSTALLATION OF FACILITIES BY AGENCY

The AGENCY has installed certain *landscape improvements* described herein as: plant materials, irrigation and/or hardscape on the highway facilities substantially as specified in plans and specifications hereinafter referenced to as the Project(s) and incorporated herein as **Exhibit "C"**. *Hardscape* shall mean, but not be limited to, site furnishings, landscape accent lighting, fountain, tree grates, decorative free standing or retaining wall(s), and/or any sidewalk, median and roadway specialty surfacing, such as concrete pavers, color stained stamped concrete, and/or asphalt patterned pavement, but excludes standard concrete sidewalk.

When the AGENCY is installing or will install the PROJECT, they shall comply with the following criteria.

- (a) All plant materials shall be installed and maintained in strict accordance with sound nursery practice prescribed by the International Society of Arboriculture (ISA). All plant materials installed shall be Florida #1 or better according to the most current edition of Florida Department of Agriculture, Florida Grades and Standards for Nursery Stock; and all trees shall meet Florida Power & Light, Right Tree, Right Place, South Florida.
- (b) Trees and palms within the right of way shall be installed and pruned to prevent encroachment to roadways, clear zones and sidewalks. Definition of these criteria is included in the most current editions of FDOT standards for design, construction, maintenance, and utility operations on the state highway system and the Maintenance Plan, **Exhibit "E"**.
- (c) Tree and palm pruning shall be supervised by properly trained and certified personnel and shall meet the most current standards set forth by the International Society of Arboriculture (ISA) and the American National Standard Institute (ANSI) Part A-300.

- (d) Irrigation installation and maintenance activities shall conform to the most current standards set forth by the Florida Irrigation Society (FIS), Standards and Specifications for Turf and Landscape Irrigation Systems.
- (e) The AGENCY shall provide the DEPARTMENT accurate as-built plans of the irrigation system so in the future, if there is a need for the DEPARTMENT to perform work in the area, the system can be accommodated as much as possible.
- (f) If it becomes necessary to provide utilities (water/electricity) to the median or side areas, for these improvements it shall be the AGENCY'S responsibility to obtain a permit for such work through the local maintenance office and the AGENCY shall be responsible for all associated fees for the installation and maintenance of these utilities.
- (g) Patterned Pavement (if applicable) shall be installed and maintained as described in Exhibit "F" and Exhibit "G".
- (h) All hardscape shall be installed and maintained in strict accordance with the most current edition of the Florida Accessibility Code for Building Construction and the Interlocking Concrete Pavement institute (ICPI).
- (i) All activities, including landscape improvements installation and future maintenance operations performed on State highway right of way, must be in conformity with the most current edition of the Manual on Uniform Traffic Control (MUTCD) and FDOT Design Standards, Index 600 Series, Traffic Control through Work Zones.
- (j) The most current edition of FDOT Design Standards (Sight Distance at Intersections), Index 546 must be adhered to.
- (k) Horizontal and Clear Zone as specified in the FDOT Plans Preparation Manual, Volume 1, Chapters 2 and 4 and FDOT Design Standards, Index 700 must be adhered to in all activities performed on the State Highway right of way.
- (l) Landscape improvements shall not obstruct roadside signs, traffic signals or permitted outdoor advertising signs (see Florida Administrative Code [F.A.C.] Rule Chapter 14-40, Part I and Part III.)
- (m) The AGENCY shall provide the local FDOT Operation Center, Palm Beach Operations, 7900 Forest Hill Boulevard, West Palm Beach 33413 (561) 432-4966 a twenty-four (24) hour telephone number and the name of a responsible person that the DEPARTMENT may contact. The AGENCY shall notify the local FDOT Operations Center forty-eight (48) hours prior to the start of the project.
- (n) If there is a need to restrict the normal flow of traffic, it shall be done on off-peak hours (9 AM to 3 PM), and the party performing such work shall give notice to the local law enforcement agency within whose jurisdiction such road is located prior to commencing work on the project. The DEPARTMENT'S Public Information Office shall also be notified.

- (o) The AGENCY shall be responsible to clear all utilities within the landscape improvement limits before construction commences.
- (p) The AGENCY shall follow the minimum level of maintenance guidelines as set forth in FDOT's Rule Chapter 14-40 *Highway Beautification and Landscape Management*, the FDOT *Guide to Roadside Mowing and Maintenance Management System*, FDOT *Maintenance Rating Program Standards* and **Exhibit "E"**, the Maintenance Plan for maintenance activities for landscape improvements as well as the superseded landscape agreement's Maintenance Plan's Part II, **Exhibit "E"**, and **Exhibit "G"**, the Patterned Pavement Maintenance.

3. MAINTENANCE OF FACILITIES

- A. The AGENCY agrees to maintain the landscape improvements, as existing and those to be installed, within the physical limits described in **Exhibit "A"**. The landscape improvements outside the travelway shall be maintained by the AGENCY regardless if the said improvement was made by the DEPARTMENT, the AGENCY, or others authorized pursuant to Section 7, by periodic mowing, pruning, fertilizing, weeding, curb and sidewalk edging, litter pickup, necessary replanting, irrigation system repair and/ or repair of any median concrete replacement associated with the specialty surfacing (if applicable) following the DEPARTMENT'S landscape safety and maintenance guidelines, **Exhibit "E"**, the Maintenance Plan and **Exhibit "G"** the Patterned Pavement Maintenance. The AGENCY'S responsibility for maintenance shall include all landscaped, turfed and hardscape areas within the median and areas outside the travelway to the right of way and areas within the travelway containing non-standard surfacing. It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway caused by the differential characteristics of non-standard travelway surfacing and the associated header curb and concrete areas (if applicable) on DEPARTMENT right of way within the limits of this Agreement.
- B. Such maintenance to be provided by the AGENCY is specifically set out as follows: to maintain, which means to properly water and fertilize all plants; to keep them as free as practicable from disease and harmful insects; to properly mulch the planting beds; to keep the premises free of weeds; to mow the turf to the proper height; to properly prune all plants which at a minimum includes: (1) removing dead or diseased parts of plants, (2) pruning such parts thereof to provide clear visibility to signage and permitted outdoor advertising signs (per Florida Statute 479.106), and for those using the roadway and/or sidewalk; (3) preventing any other potential roadway hazards. *Plant materials* shall be those items which would be scientifically classified as plants and include trees, palms, shrubs, groundcover and turf. To maintain also means to remove or replace dead or diseased plants in their entirety, or to remove or replace those that fall below original project standards. Palms shall be kept fruit free year round. To maintain also means to keep the header curbs that contain the specialty surfacing treatment, in optimum condition. To maintain also means to keep the hardscape areas clean, free from weeds and to repair said hardscape as is necessary to prevent a safety hazard. To maintain also means to keep litter removed from the median and areas outside the travel way to the right of way line. All plants removed for whatever reason shall be replaced by plants of the same species type, size, and

grade as specified in the original plans and specifications. Any changes to the original plans shall be submitted by permit application to the DEPARTMENT for review and approval.

- C. If it becomes necessary to provide utilities (water/electricity) to the medians or areas outside the travelway for these improvements, all costs associated with the utilities associated with landscape accent lighting and/or irrigation including, but not limited to the impact and connection fees, and the on-going cost of utility usage for water and electrical, are the maintaining AGENCY'S responsibility.

(1) The AGENCY shall be directly responsible for impact and connection fees.

AND

(2) If installed by the DEPARTMENT the AGENCY shall become responsible for the above named utility costs upon final acceptance of the construction project by the DEPARTMENT and thereafter. The construction project is accepted prior to the start of the Specification 580 Plant Establishment Period.

AND

(3) The AGENCY shall be responsible for all the improvements immediately after final acceptance of the construction project by the DEPARTMENT except for the plant materials. The AGENCY shall be responsible for the maintenance of all landscape improvements after the completion of the Specification 580 Plant Establishment Period.

- D. The above named functions to be performed by the AGENCY may be subject to periodic inspections by the DEPARTMENT at the discretion of the DEPARTMENT. Such inspection findings will be shared with the AGENCY and shall be the basis of all decisions regarding, repayment, reworking or Agreement termination. The AGENCY shall not change or deviate from said plans without written approval of the DEPARTMENT.

4. NOTICE OF MAINTENANCE DEFICIENCIES

- A. If at any time after the AGENCY has undertaken the landscape improvement installation and/or maintenance responsibility mentioned above, it shall come to the attention of the DEPARTMENT'S District Secretary that the limits, or a part thereof, are not properly maintained pursuant to the terms of this Agreement, said District Secretary, may at his/her option, issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the AGENCY, to placing said AGENCY on notice thereof. Thereafter, the AGENCY shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the DEPARTMENT may, at its option, proceed as follows:

- (1) Complete the installation, or part thereof, with DEPARTMENT or Contractor's personnel and deduct the cost of such work from the final payment for said work or part thereof, or,
- (2) Maintain the landscape improvements or any part thereof, with the DEPARTMENT or Contractor's personnel and invoice the AGENCY for expenses incurred, and / or,
- (3) At the discretion of the DEPARTMENT terminate the Agreement in accordance with Paragraph 10, and remove, by the DEPARTMENT or private Contractor's personnel, all of the landscape improvements installed under this Agreement or any preceding Agreements except as to trees and palms, and charge the AGENCY the reasonable cost of such removal.

5. FUTURE DEPARTMENT IMPROVEMENTS

In the event the DEPARTMENT decides to construct additional landscape improvements or modify these improvements within the limits of the rights of way herein previously identified, the DEPARTMENT and the AGENCY shall agree in writing and require signature from the AGENCY'S Town Mayor or designee approval signature, who will have approval signature for the new landscape improvements and maintenance plan thereof. If the AGENCY and the DEPARTMENT are unable to come to an agreement, the DEPARTMENT, in its sole discretion, may install sod and the agency shall be required, pursuant to this Agreement, to continue maintaining said landscape improvements.

It is understood between the parties hereto that the landscape improvements covered by this Agreement may be removed, relocated, or adjusted at any time in the future, as determined to be necessary by the DEPARTMENT in order that the adjacent state road(s) be widened, altered, or otherwise changed to meet with future criteria or planning of the DEPARTMENT.

The AGENCY shall be given sixty (60) calendar days notice to remove said landscape improvements after which time the DEPARTMENT may remove same. All permits (including tree permits), fees, and any mitigation associated with the removal, relocation or adjustments of these improvements are the maintaining AGENCY'S responsibility.

6. FUTURE AGENCY IMPROVEMENTS

The AGENCY may construct additional landscape improvements within the limits of the rights of ways identified as a result of this document, subject to the following conditions:

- (a) Plans for any new landscape improvements shall be subject to approval by the DEPARTMENT. The AGENCY shall not change or deviate from said plans without written approval by the DEPARTMENT.
- (b) The AGENCY shall procure a permit from the DEPARTMENT.
- (c) All landscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.

- (d) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional landscape improvements it chooses to have installed and there will be no cost to the DEPARTMENT.
- (e) If the AGENCY'S landscape improvements include additional maintenance requirements, the DEPARTMENT and the AGENCY shall agree in writing and require signature from the responsible AGENCY'S City Manager or designee approval signature, and the DEPARTMENT shall enter into an Agreement Amendment describing the additional requirements.

7. ADJACENT PROPERTY OWNER IMPROVEMENTS

The DEPARTMENT may allow an adjacent property owner to construct additional landscape improvements within the limits of the right of way identified in **Exhibit "A"** of this Agreement that the AGENCY shall be responsible for maintaining under this Agreement subject to the following conditions:

- (a) Plans for any new landscape improvements shall be subject to approval by the DEPARTMENT and shall require a valid permit attached with a letter of consent to said plans by the AGENCY. The plans shall not be changed or deviated from without written approval by the DEPARTMENT and the AGENCY.
- (b) All landscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- (c) The AGENCY agrees to comply with the requirements of the Agreement with regard to any additional landscape improvements installed by an adjacent owner.
- (d) If the Adjacent Property Owner's landscape improvements include additional maintenance requirements, the DEPARTMENT and the AGENCY shall agree in writing and require signature from the responsible AGENCY'S Town Mayor or designee approval signature, and the DEPARTMENT shall enter into an Agreement Amendment describing the additional requirements.

8. AGREEMENT TERMINATION

In addition to those conditions otherwise contained herein, this Agreement may be terminated under any one (1) of the following conditions:

- (a) By the DEPARTMENT, if the AGENCY fails to perform its duties under this Agreement, following ten (10) days written notice.
- (b) By the DEPARTMENT, for refusal by the AGENCY to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the AGENCY in conjunction with this Agreement.

9. AGREEMENT TERM

- A. The term of this Agreement commences upon execution by all parties. The term of this Agreement shall remain in effect for twenty-five (25) years.
- B. If the DEPARTMENT cancels one or all the landscape improvements described in Exhibit "B", this Agreement shall still be valid.

10. LIABILITY AND INSURANCE REQUIREMENTS

- A. With respect to any of the AGENCY'S agents, consultants, sub-consultants, contractors, and/or sub-contractors, such party in any contract for this landscape improvements shall agree to indemnify, defend, save and hold harmless the DEPARTMENT from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, subconsultants, contractors and/or subcontractors. The AGENCY shall provide to the DEPARTMENT written evidence of the foregoing upon the request of the DEPARTMENT. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the DEPARTMENT for its own negligence.
- B. In the event that AGENCY contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:
 - (1) AGENCY'S contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of \$500,000.00 per Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office and shall name the DEPARTMENT as an additional insured.
 - (2) AGENCY'S contractor shall furnish AGENCY with Certificates of Insurance of Endorsements evidencing the insurance coverage specified herein prior to the beginning performance of work under this Agreement.
 - (3) Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of AGENCY'S contractor is completed. All policies must be endorsed to provide the DEPARTMENT with at least thirty (30) day notice of cancellation and or/or restriction. If any of the insurance coverages will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of expiration.

15. ASSIGNMENT

This Agreement may not be assigned or transferred by the AGENCY, in whole or in part, without the prior written consent of the DEPARTMENT.

16. LAWS GOVERNING

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this agreement is decided.

17. EXCEPTION TO SUPERSEDED PRECEDING LANDSCAPE AGREEMENTS

This Agreement constitutes the complete and final expression of parties with respect to the subject matter hereof and supersedes all prior landscape agreements, understandings, or negotiations with respect thereto, with the exception of the landscape improvements plans and the associated Maintenance Plan, Part II.

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

TOWN OF HIGHLAND BEACH

By: *Cal Feldman*
Chairperson/Mayor/Manager

Attest: *Lanell Gaski* (SEAL)
Clerk

Legal Review *[Signature]* Date 7-5-17

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: *Stacy Ottler*
Transportation Development Director

Attest: *Annatahne* (SEAL)
Executive Secretary

Legal Review *David Adamow* Date 7/18/2017
Office of the General Counsel



**SECTION No.: 93060
S.R. No.: A1A
COUNTY: PALM BEACH**

EXHIBIT A

TOWN OF HIGHLAND BEACH

LANDSCAPE IMPROVEMENT

LIMITS AND MAINTENANCE BOUNDARIES LIST

All state rights of way within the limits of the **TOWN OF HIGHLAND BEACH** to be maintained are from:

State Road A1A from approximately 1/4 mile North of Spanish River Boulevard (M.P. 4.868) to approximately 1/2 mile South of Linton Boulevard (M.P. 7.711)

**SECTION No.: 93060
 S.R. No.: A1A
 COUNTY: PALM BEACH**

EXHIBIT A

TOWN OF HIGHLAND BEACH

LANDSCAPE MAINTENANCE LIMITS TABLE

**The following are State Road(s) to be maintained within the limits of the
 Town of Highland Beach**

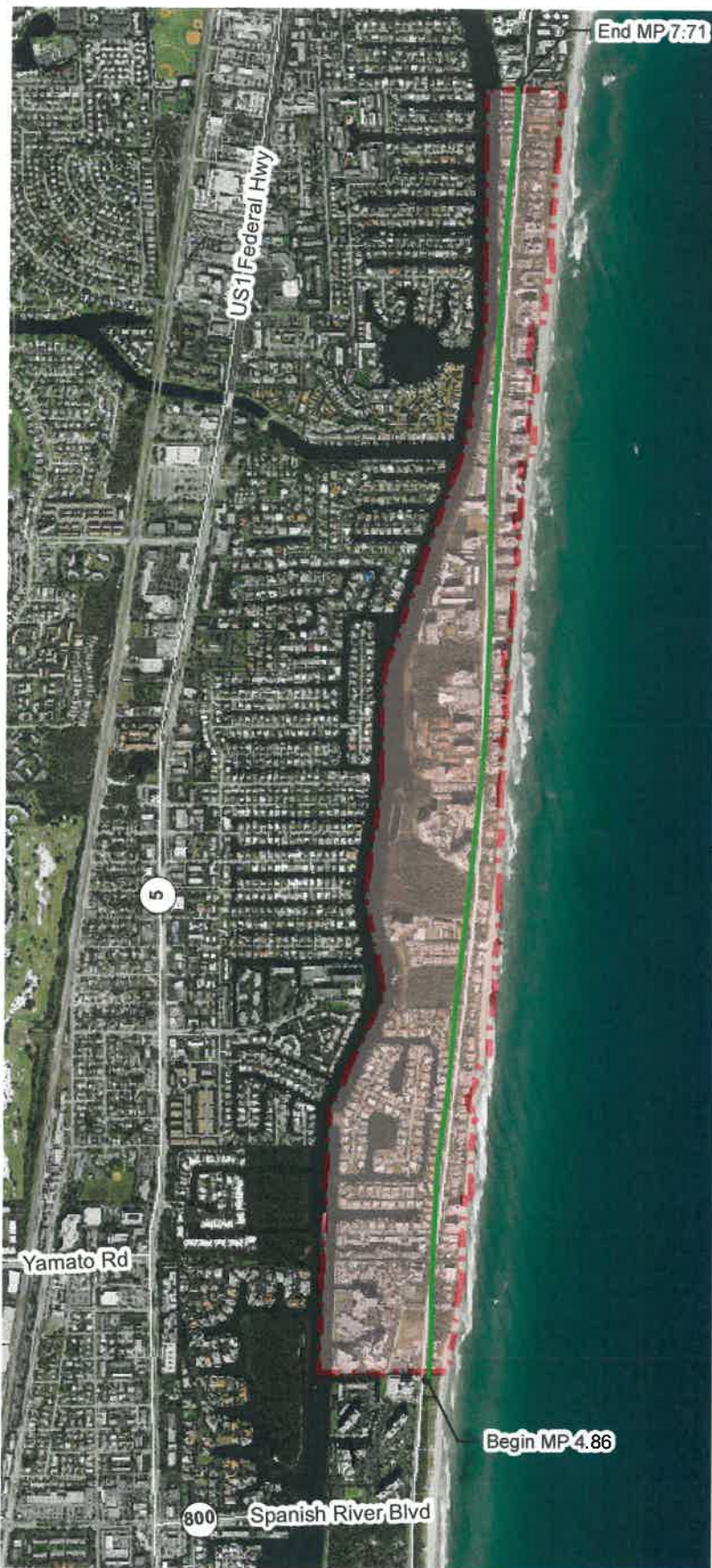
STATE ROAD	BEGIN ROAD NAME	BEGIN MILEPOST	END ROAD NAME	END MILEPOST	MAINTENANCE LIMITS
A1A (S. Ocean Boulevard)	¼ mile North of Spanish River Blvd.	4.868	½ mile South of Linton Blvd.	7.711	ROW to ROW according to the Town Limits

Areas to be maintained by the Agency pursuant to this Landscape Maintenance Memorandum of Agreement (MOA).

**SECTION No.: 93060
S.R. No.: A1A
COUNTY: PALM BEACH**

**EXHIBIT A
TOWN OF HIGHLAND BEACH
LANDSCAPE MAINTENANCE LIMITS GRAPHIC**

***See Attached Graphic of State Road(s) to be maintained within the limits of the
Town of Highland Beach***



Legend

-  Highland Beach City Limits
-  Inclusive Agreement

Town of Highland Beach

Inclusive Landscape Maintenance Memorandum of Agreement

Maintenance Boundary Graphic



**SECTION No.: 93060
S.R. No.: A1A
COUNTY: PALM BEACH**

**EXHIBIT B
PENDING PERMIT PROJECTS
LANDSCAPE AGREEMENT(S)**

PERMIT PROJECTS DESCRIPTION:

Permit 2016-L-496-0014

4111 S. Ocean Drive
State Road A1A (S. Ocean Boulevard) from (M.P. 5.46) to (M.P. 5.665)

Permit 2016-A-496-0093 and 2016-L-496-0015

2624 South Ocean Boulevard
State Road A1A (S. Ocean Boulevard) from (M.P. 7.327) to (M.P. 7.342)

Permit 2017-L-496-0001

2445 S. Ocean Boulevard
State Road A1A (S. Ocean Boulevard) from (M.P. 7.513) to (M.P. 7.538)

**SECTION No.: 93060
S.R. No.: A1A
COUNTY: PALM BEACH**

**EXHIBIT C
PENDING PERMIT PROJECT
LANDSCAPE IMPROVEMENT PLANS**

Please see attached plans by:

Permit Projects Plans

Permit 2016-L-496-0014

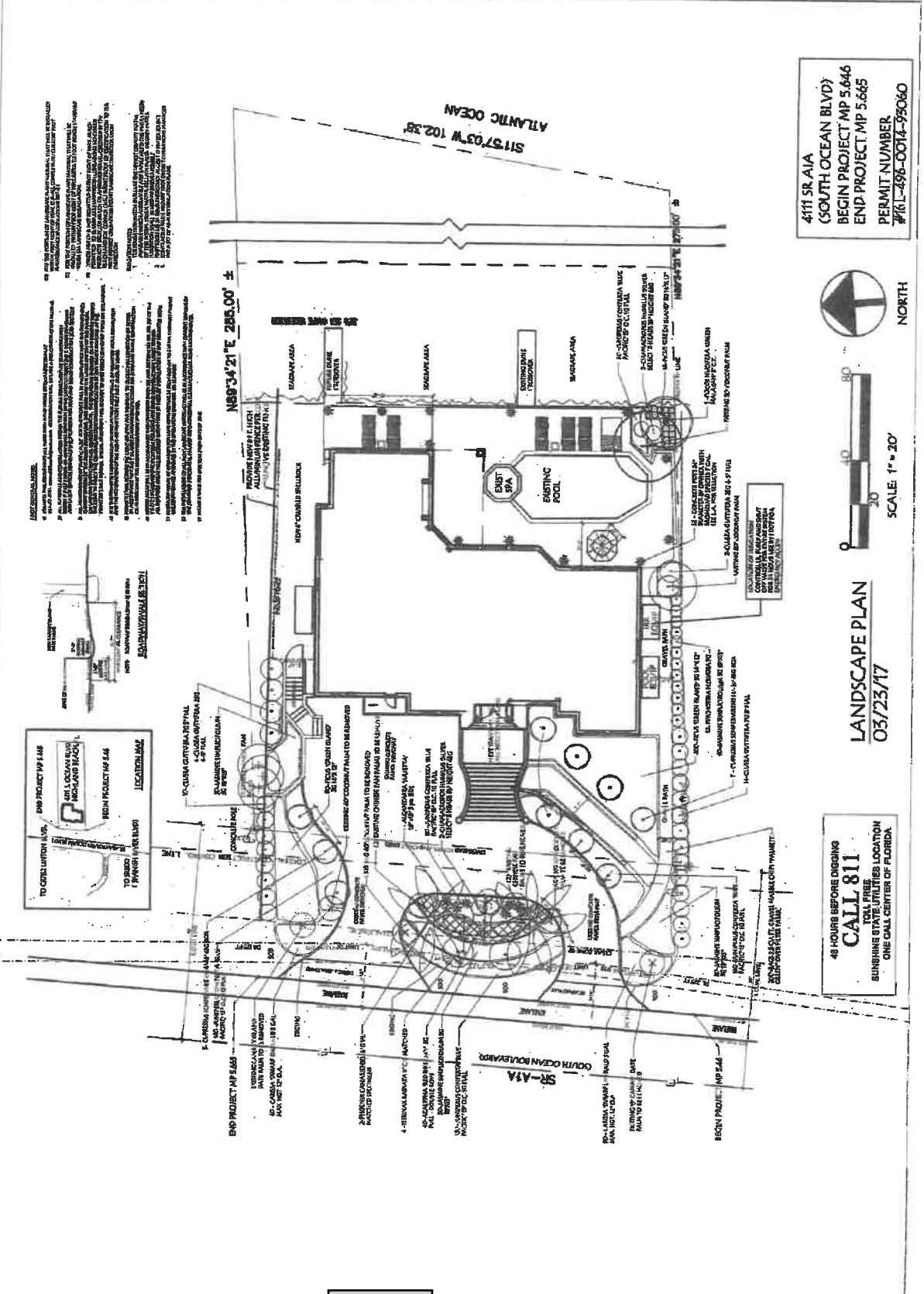
***Romanski Residence
4111 S. Ocean Drive
State Road A1A (S. Ocean Boulevard) from (M.P. 5.46) to (M.P. 5.665)
Peter Strelkow, LA
HS2G, Inc., Landscape Architecture
Date: March 23, 2017
Sheet L-1**

Permit 2016-A-496-0093 and 2016-L-496-0015

***Ogilbee Residence
2624 South Ocean Boulevard
State Road A1A (S. Ocean Boulevard) from (M.P. 7.327) to (M.P. 7.342)
Louis Vlahos, LA
Majestic View Landscape Architects
Date: March 3, 2017
Sheets CO- 1 & 2, LP- 1 to 5 & IR – 1 & 2**

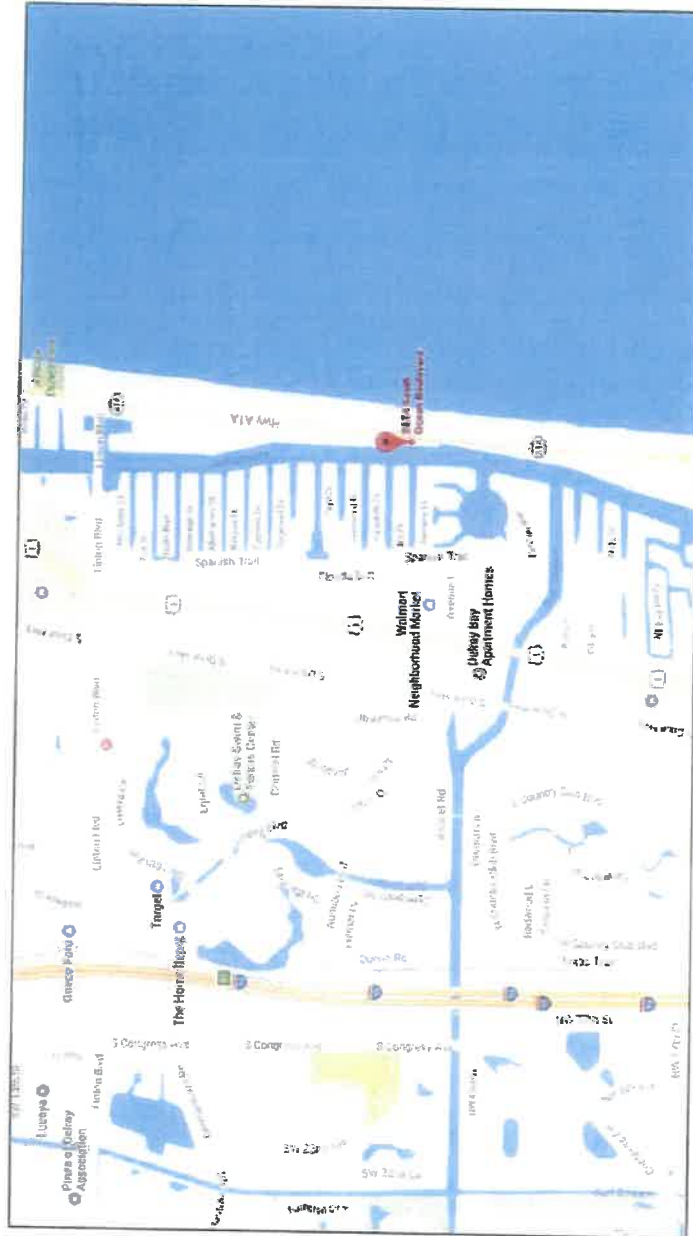
Permit 2017-L-496-0001

***Hamister Residence
2445 S. Ocean Boulevard
State Road A1A (S. Ocean Boulevard) from (M.P. 7.513) to (M.P. 7.538)
Krent L. Wieland, LA
KWD Landacape Architecture
Date: May 4, 2017
Sheets L – 1 to 4**

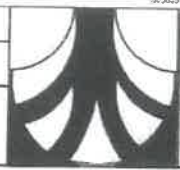


F.D.O.T. SUBMITTAL DOCUMENTS

2624 SOUTH OCEAN BOULEVARD, HIGHLAND BEACH, FLORIDA
FDOT PERMIT NO. 16L-496-0015-83080



MAJESTIC VIEWS LANDSCAPE ARCHITECTS
Landscape Architecture - Construction Management
4711 Cypress Drive South, Boynton Beach, FL 33466
Phone: (561) 752-9835 Fax: (561) 752-4110



REV. NO.	DATE
# 1	03.05.17

JOB NO:
DRAWN BY: LV
DATE: 02.08.17
SCALE: NTS

SHEET NO.
CO-1

F.D.O.T. GENERAL NOTES

- All materials and construction within the Florida Department of Transportation Design (F.D.O.T.) Right-of-Way shall conform to the latest edition F.D.O.T. Design Standards & latest edition Standard Specifications for Road and Bridge Construction 2016.
- Contractor shall repair any and all damage done to FDOT property during demolition, relocation &/or installation activities at his sole expense.
- Ownership of all suitable excavated materials, as determined by the Department, shall remain in the Department until a final acceptance of the permitted project is fulfilled. Excavated materials shall be hauled by the Permittee, at their cost & expense from the site to the Palm Beach Operations Center or stockpiled in those areas as directed by the Department, including asphalt millings.
- Maintenance of Traffic M.O.T. for this project will comply with the FDOT Standard Index (800 series) and the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD). Special attention will be given to FDOT Design Standard Index 811, 812, 813, and 860.
- It is the Permittee's responsibility to obtain final acceptance of permitted work (completed) and the restoration of the Right-of-Way from the FDOT prior to usage. Permittee will restore the Right-of-Way as a minimum to its original condition or better in accordance with FDOT's latest Standard Specifications for Road & Bridge Construction or as directed by the Resident Operations Engineer.
- Sodded areas will be in accordance with Standard Index 105 and sections 162, 981, 982, 983, 987 of the FDOT's Standard Specifications and Bridge Construction, latest edition 2016. All disturbed areas will be sodded within one (1) week of installation of said permitted work.
- For the portion of landscape plant material that will be installed within the FDOT Right of Way landscape installation shall comply w/ current FDOT Maintenance Specifications 580-2.1. Online Reference: <http://www.dot.state.fl.us/transportation/maintenance/Maintenance2016/en>.
- For the portion of landscape plant material that will be installed within the FDOT Right of Way refer to FDOT Design Standards Index 644 Landscape Installation. Online Reference: <http://www.dot.state.fl.us/transportation/standards/standards/644/644.htm>
- Architectural Fountains Installation for sidewalks and/or driveways within FDOT Right of Way shall comply with current FDOT Standards Specifications 628. Online Reference: <http://www.dot.state.fl.us/transportation/standards/standards/628/628.htm>
- Standard hours of operation will be from 8:00am-3:30pm, (Monday-Friday), unless otherwise approved by the Operations Engineer, or assignee.
- Permittee will coordinate all work with David Moore of Transfield Services at 954-317-8044, dmoores@transfieldusa.com. Coordination will include a Pre-Construction meeting.

PERMITTEE: PLEASE NOTE:

- Permittee's contractors that are performing permitted work activities shall provide the FDOT (Permit Office) proof of a proper state contractor's license and certificate of liability insurance prior to any commencement of permitted work.
- The installation of all new landscape materials will be in accordance with current editions 2016 of the Standard Indexes #546, 544 and 700 (horizontal clearance/clear zone requirements).
- Permittee will provide the FDOT with certified "As-Built" plans prior to final

MAINTENANCE AGREEMENT NOTES

- Any non-standard component specified on FDOT right of way in addition to trees and soil such as planting shrubs, groundcover, hardscape, and/or an irrigation system requires an executed Maintenance Memorandum of Agreement (MMOA) prior to final permit approval for this project. Please submit MOOA documents with next submittal and contact Mary Ann Fienolobon (MaryAnn.Fienolobon@dot.state.fl.us - 904-677-7897) for the MOOA process and submittal requirements.

F.D.O.T. SAFETY NOTES

- Design speed for South Ocean Blvd. SR-A1A (South Ocean Blvd.) is indicated as 35 MPH.
- Clear Sight Limits is indicated on plans per FDOT Design Standard Index 546. Reference: <http://www.dot.state.fl.us/transportation/standards/standards/546/546.htm>

F.D.O.T. PLANTING NOTES

- Landscape installation shall comply with current FDOT Standard Specifications 580. Reference: <http://www.dot.state.fl.us/transportation/standards/standards/580/580.htm>
- Planting details use FDOT Standard Index 644 Details. Online Reference: <http://www.dot.state.fl.us/transportation/standards/standards/644/644.htm>
- Sod areas are existing and proposed as part of this project.
- Sodded areas will be in accordance with Standard Index 105 and sections 162, 575, 981, 982, 983, 987 of the Department's Standard Specifications for Road and Bridge Construction, latest edition. All disturbed areas will be sodded within one (1) week of installation of said permitted work.

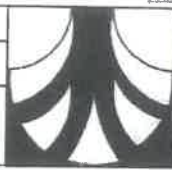
F.D.O.T. IRRIGATION NOTES

- The Irrigation system shall use the lowest quality water available which adequately and safely meets the water needs of the system. Storm water, reclean water, or grey water irrigation shall be used whenever possible.
- Irrigation and its water source must be indicated for proposed landscapes. Irrigation contractor will provide a built Irrigation Plan prior to final inspection.
- COOT requires 24 hour emergency access to water source.
- Irrigation plan need to indicate water connection points and electrical connection for proposed controllers and pumps.
- Verify that above-ground irrigation items such as backflow preventers, pumps and controllers are not located within the Horizontal Clearance Zone.
- Contractor shall provide FDOT District Operations Manager with a set of "As-Built" irrigation plans.

DISCLAIMER

- The Landscape Architects plans and calculation are based on information provided by the Surveyor, Civil Engineer and Architect. See Engineering Plans for any roadway & driveway construction, grading & drainage, utilities, etc. The Landscape Plans are solely for approval of landscape and irrigation improvements and their relationship w/ exist elements within the ROW, required DOT Sight Lines and FPL, Right Tree Right Place requirements.

MAJESTIC VIEWS LANDSCAPE ARCHITECTS
Landscape Architecture - Construction Management
4711 Cypress Drive South, Boynton Beach, FL 33436
Phone (561) 752-9533 Fax (561) 752-4110

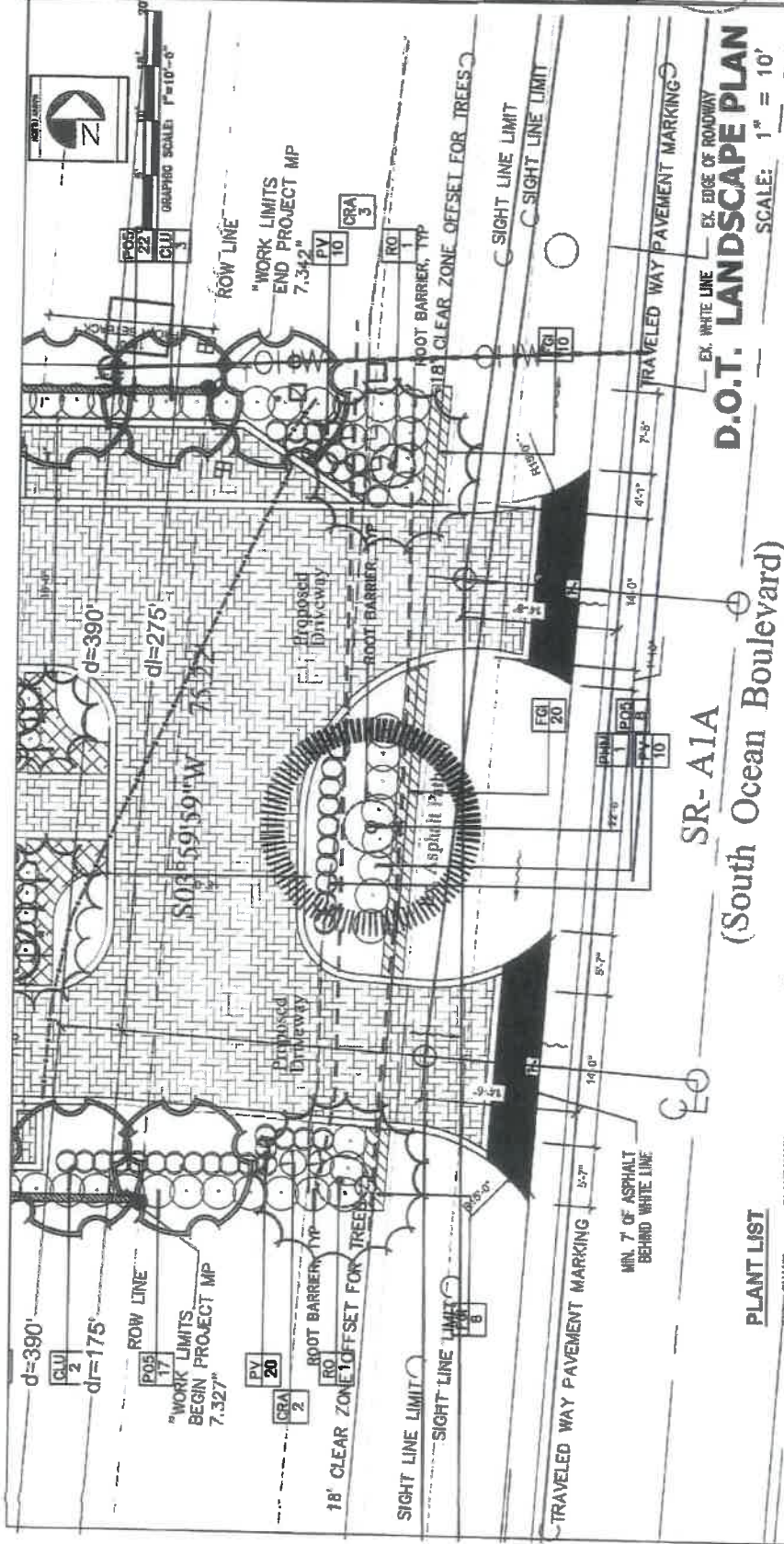


REV. NO.	DATE
1	03.03.17
JOB NO:	
DRAWN BY:	LY
DATE:	02.06.17
SCALE:	NTS
SHEET NO.	CO-2

D.O.T. COVER SHEET GENERAL NOTES
2824 SOUTH OCEAN BOULEVARD, HIGHLAND BEACH, FL.



FDOT PERMIT NO. 16L-496-0015-93060



PLANT LIST

TREES	QUANT.	PLANT NAME	REMARKS
22	4	Quercus Roseum/Pilch Apple	12x4-FOA, RCT, 8' TO, full
23	4	Garcinia Spicata/Garcinia Tree	4-5FOA, 2'CT, match
17	1	Phoenix Medjool/Medjool Date Palm	20DA, 12'CT, full
18	1	Yucca glauca/Yucca Palm	18-22OA, 8'9W, full
19	1	Wolpeltia Elliptica/Royal Palm	19OA, 10'CT, 8'BL, full
20	1	Wolpeltia Elliptica/Royal Palm	19OA, 10'CT, 8'BL, full
21	1	Wolpeltia Elliptica/Royal Palm	19OA, 10'CT, 8'BL, full
24	4	Veitchia Mitrata/Admiral Palm	19OA, 6'CT, DBL, full
25	2	Rhaphis Excelsa/Lady Palm	4-5FOA, multi, full
26	2	Nivea/Callitriche/Coffinbush	3 GAL, 3' OA, full
27	10	Podocarpus Neriifolia/Spotted Yucca	7 GAL, 3' OA, 24' OC, full
28	3	Podocarpus Neriifolia/Spotted Yucca	10 GAL, 6' OA, 18' OC, full
29	3	Podocarpus Neriifolia/Spotted Yucca	10 GAL, 6' OA, 18' OC, full
30	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
31	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
32	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
33	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
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36	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
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38	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
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49	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
50	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
51	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
52	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
53	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
54	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
55	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
56	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
57	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
58	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
59	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
60	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
61	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
62	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
63	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
64	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
65	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
66	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
67	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
68	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
69	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
70	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
71	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
72	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
73	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
74	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
75	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
76	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
77	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
78	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
79	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
80	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
81	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
82	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
83	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
84	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
85	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
86	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
87	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
88	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
89	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
90	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
91	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
92	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
93	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
94	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
95	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
96	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
97	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
98	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
99	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full
100	3	Podocarpus Neriifolia/Spotted Yucca	3 GAL, 3' OA, 24' OC, full

GENERAL PLANTING NOTES

- All planting notes to the Florida #1 grade or better, as indicated by "grade and standards for nursery plants", part 1 and part II (2018), State of Florida, Department of Agriculture, Tallahassee.
- All prohibited plant species shall be excluded from the site.
- All plant material to be handled and planted in accordance with standard nursery practices.
- All plant material to be guaranteed for a period of ninety (90) days from date of installation.
- All planting beds to receive three (3) inches of mulch, recycled bark or other mulch, type "B", or better.
- All planting areas must be irrigated to provide 100% coverage & 50% overlap by an automatic irrigation system installed by certified irrigation contractor.
- Soil and irrigation will be provided within all the unshaded areas including the R.O.W.
- All mechanical equipment must be screened on these sites with hedge, solid fence or wall to a height minimum of 6' above the lawn.
- The Landscape contractor should be focused 48 hours prior to commencement of landscape construction.
- 1-800-888-4778 SUNSHINE STATE ONE CALL FOR FLORIDA, No. 110118
- The general contractor is responsible for rough grade within two-three (2-3) inches of final grade.
- In case of discrepancy, the landscape plan takes precedence over the plan set.
- All callout lines to remain will be inklines, changed and projected with an appropriate construction barrier.
- Minimum clearance of 15 ft. separates all trees from pole lights and overhead utility lines.
- Minimum height clearance shall be unobstructed visibility within 2' and 6.5' above pavement level.

FDOT PERMIT NO. 16L-496-0015-93060

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OGILBEE RESIDENCE
2824 SOUTH OCEAN BOULEVARD, HIGHLAND BEACH, FL
D.O.T. LANDSCAPE PLAN

LOUIS BLUES VILLAGES
LANDSCAPE ARCHITECT
#6666677
LC #26000518
REV. NO. DATE
1 03.03.17

JOB NO:
DRAWN BY: LY
DATE: 02.08.17
SCALE: 1" = 10'
SHEET NO.
LP-1

GENERAL NOTES:

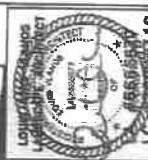
REQUIRED NOTES FOR LANDSCAPE PLANS

- All the plant material shall be Florida #1 or better, as set forth by the current edition of the Florida Department of Agriculture grades and standards for nursery plants.
- All plantings shall be done in accordance with municipal codes and use some horticultural practices, as provided by the International Society of Arboriculture (ISA). All plants shall be installed so that the top of the root ball remains even with the soil grade. All trees and palms are to be banded with water at the time of installation to eliminate any air pockets. Trees and palms shall be properly banded and/or staked at the time of planting as per detail. Stakes and braces are to remain for a minimum of 12 months. The Contractor is responsible for the maintenance and removal of stakes and braces after a 12-month period. When applicable, existing trees to be saved should be banded prior to the construction as per detail. Protected areas shall remain clear of construction debris, vehicles, storage of materials and chemicals, etc., and barricades are to remain until final job acceptance. The Contractor is responsible for the maintenance and removal of the barricades.
- The project's Landscapes Contractor shall contact the Town of Highland Beach Landscape Inspector to schedule a Pre-Construction Meeting prior to the landscape installation. Landscapes and Irrigation permits are required prior to the issuance of any commercial (i.e., non-residential) building permits. For residential projects, landscape and irrigation permits must be issued prior to the commencement of any landscaping installation and the work must be approved through a Final Landscape Field Inspection, prior to the issuance of a Final Certificate of Occupancy (FCO) for the entire project. Tree Relocation/Removal permits, if necessary, are required prior to the issuance of any building permits.
- Planting soil shall be a weed-free and debris-free 60/40 mix, to be mixed with existing soil, free from rocks and debris, and backfilled into planting pits by washing in.
 - Shrubs shall receive 6" of planting soil around the root ball.
 - Trees shall receive 12" of planting soil around the root ball.
 - Sodded areas shall receive 2" of planting soil beneath the sod.
 - All arid plants are to be backfilled with sand.
- All landscape islands in parking lots and around buildings shall be excavated to a depth of 3" and backfilled with weed- and debris-free 60/40 planting soil, to the top of the curb.
- All trees and palms in sodded areas shall have a minimum of 26" in diameter ring, covered with a 3" layer of mulch over the surface of the root ball and to avoid touching the crown of the trunk. Cover the entire hedge and shrub beds with a 3" layer of mulch. Avoid piling around the trunk areas. Pine trees shall have pine needle mulch covering all trees in groupings. Where planting areas include a catch basin, install erosion control matting (or per manufacturer's specs) 25' from the inner side of the catch basin and apply 3" layer of mulch. Mulch shall be Grade A, weed-free, *Liriodendron* or *Melaleuca*.
- All landscape material shall maintain clearances around all fire hydrants, check valves, backflow preventions, Fire Department Equipment, etc., of at least 7' in the front and on the sides and 4' in the rear.
- All shade trees shall be planted a minimum of 15' clearance from light poles; and may be 7'-6" away for small trees and palms only.
- Site preparation shall include the eradication and removal of any exotic nuisance vegetation, weeds, grasses and the clean-up of any dead material, debris and rubbish.
- All synthetic banding, synthetic string/cords or wire baskets shall be removed before any trees are planted. All synthetic rope (i.e. *roping rope, nursery rope*) shall be removed from the trunks, branches, etc. before inspection. The top 1/3 of any natural turp shall be removed or bucked into the planting hole, before the trees are backfilled.
- All ground cover requires 75% coverage at the time of planting and 100% within 3 months of installation.
- All trees installed within 6' of curbs shall be installed with root barriers.
- Substitutions of plant material shall be permitted only after written approval of the Landscape Architect and the Town of Highland Beach Landscape Inspector. For any substitutions of plant material within the SIK-ALA right of way will also need written approval by the FDOT District Operations Manager.
- All owners of the land or their agents shall be responsible for the maintenance of all landscaping pursuant to LDC Sections 901.14-901.15.
- All plant material shall be guaranteed for a period of 12 months after final inspection by the Town of Highland Beach Landscape Inspector and the owner's acceptance.

- All landscaped areas will be provided with a 100% irrigation coverage, 50% overlap, from a fully automatic irrigation system with a rain sensor shut-off, and pump and rust control and rust inhibitor devices. Adjust the system to avoid overspray onto structures or paving. Preserved ecological communities shall not be irrigated. All watering procedures shall conform to restrictions and regulations of the South Florida Water Management District and local watering restrictions. Xeriscaping and landscape principles shall be applied in all sites as specified in the South Florida Water Management District *Xeriscaping Plant Guide II*, updated as required.
- The Contractor is required to submit certified as-built of the landscape berm to the Engineering Services Department for review and approval. Prior to planting the soil and installing the trees, the as-builts must include the design elevations and wet-dry elevations, taken at least every 50' of the berm. The right-of-way lines, property lines and landscape buffer, etc., must be clearly shown on the as-built plan. Cross-sections must be provided at least every 50' of the berm and must indicate the slope, width and height of the berm and also label the right-of-way line, buffer width and property line. No sod or reseed/panels shall be placed on the berm until the Engineering Services Department approves the as-built.
- The Landscapes Contractor shall be aware of the location of all easements and utilities above and below the ground and shall call for Utility Statement forty-eight (48) hours before any digging operations begin. All plant pits located in the easements shall be hand dug. The Landscapes Contractor shall repair all the damage to the underground utilities caused by digging, at no cost to the owner.
- All trees will be located a minimum of 4' from underground utility lines.
- The Landscapes Contractor shall verify estimated quantities of the material shown on the drawing prior to submitting his bid. The City-approved Planting Plan shall take precedence over the Plant I, II.
- All plant material symbols shown on the Landscape Plan shall be considered diagrammatic and should be adjusted in the field by the Contractor to avoid all utilities and any other obstructions.
- All areas disturbed during the construction shall be sodded with *St. Augustine "Platinum"*, unless otherwise noted, i.e., sodded, paved.
- All sizes shown for the plant material on the plan are to be considered minimum. All plant material must meet or exceed these minimum requirements for both height and spread. Any other requirements for specific steps or other as noted on the plan shall also be required for acceptance. All the trees shall be shrub-to-compact, unless otherwise noted on the plans. All Royal Palms must be *Florida Fancy*.
- The scope of work includes all plants, materials, equipment and labor necessary to fulfill these plans and specifications. All costs associated with staking, guying, banded, fertilizers, over-watering, top-soil layer, mulch, water source, watering, pruning, removal of excess excavation material and work-site clean-up, are to be included in the price. Unless otherwise indicated, any other requirements necessary for complete acceptance of the job shall be considered incidental to the work involved. Pruning of all trees shall meet standards set forth by the *National Arborist Association, Inc.*
- All mechanical equipment, air conditioning units, generators, irrigation pumps, FPL transformers, pool pumps, etc., must be removed to three (3) sides with landscaping; if a fence or wall is also required, then the landscaping shall be installed on the outside of the fence/wall. Plant material shall be to the height of each above ground element, with branches touching each other.
- Trees and shrubs shall be fertilized with a general purpose fertilizer with a 1:1:1 ratio of Nitrogen, Phosphorous, and Potassium Fertilizer. Application rates are to be according to manufacturer's recommendations for installation of newly-established plant material. Palms shall be fertilized with a palm special fertilizer that is 100% Organic, a 2:1:1 ratio, containing Nitrogen, Phosphorous, and Potassium as major elements and containing minor elements, including Iron, Manganese, Magnesium, and Zinc. Application shall be according to the manufacturer's specifications for newly-established plant material. Areas to be sodded shall be fertilized with a 100% Organic General Purpose Fertilizer at a ratio of 1:1:1, containing Nitrogen, Phosphorous, and Potassium analysis with Iron, Magnesium and Manganese as minor elements. Applications shall be at the rate of 1 pound of actual Nitrogen per one thousand square feet and shall be fully incorporated into the top two inches of soil. There will be no fertilization during the winter months of December, January, and February.
- The Landscapes Contractor shall be responsible for the maintenance of the landscaped area until the final job has been issued. The owner or his agent shall do watering to keep the plant root masses and planting soil uniformly moist to maintain a healthy growing condition until final job acceptance. The plant beds shall be free of debris and mowed. Sod shall be maintained between 3" and 5".
- Final acceptance of this planting plan will not be given until:
 - A final walk-through by the Landscape Architect in performed (for commercial properties only).
 - Completion of all punch list items.
 - Submission of a written guarantee has been obtained and reviewed.
 - All FDOT Standards have been met and FDOT acceptance has been issued.

MAJESTIC VIEWS LANDSCAPE ARCHITECTS
Landscape Architecture - Construction Management
4711 Cypress Grove South, Boynton Beach, FL 33436
Phone/Fax: 561-753-1110

OGLBEE RESIDENCE
2824 SOUTH OCEAN BOULEVARD, HIGHLAND BEACH, FL
D.O.T. LANDSCAPE SPECIFICATIONS



REV. NO.	DATE
# 1	03.03.17
# 2	03.24.17

JOB NO:

DRAWN BY: LV

DATE: 02.06.17

SCALE: NTS

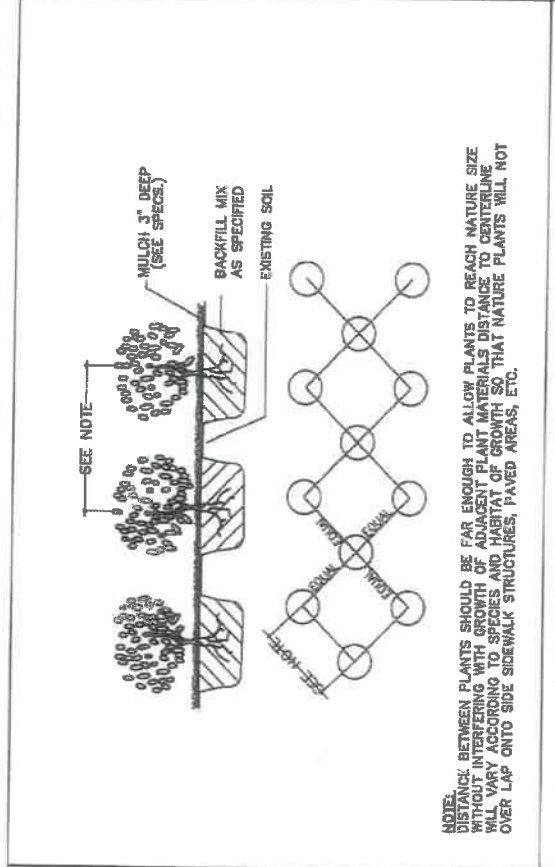
SHEET NO.

LP-2

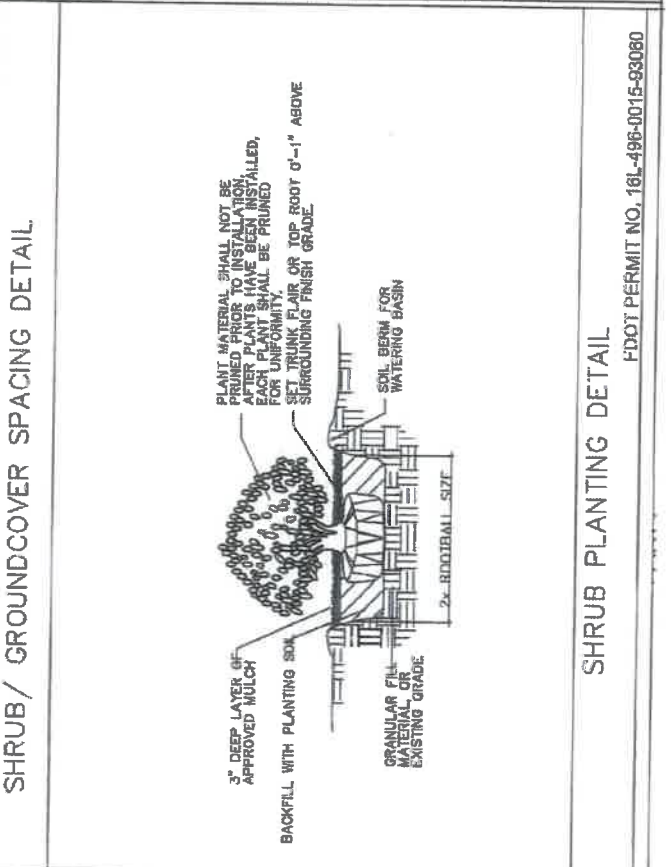


REV. NO.	DATE
1	05.03.17

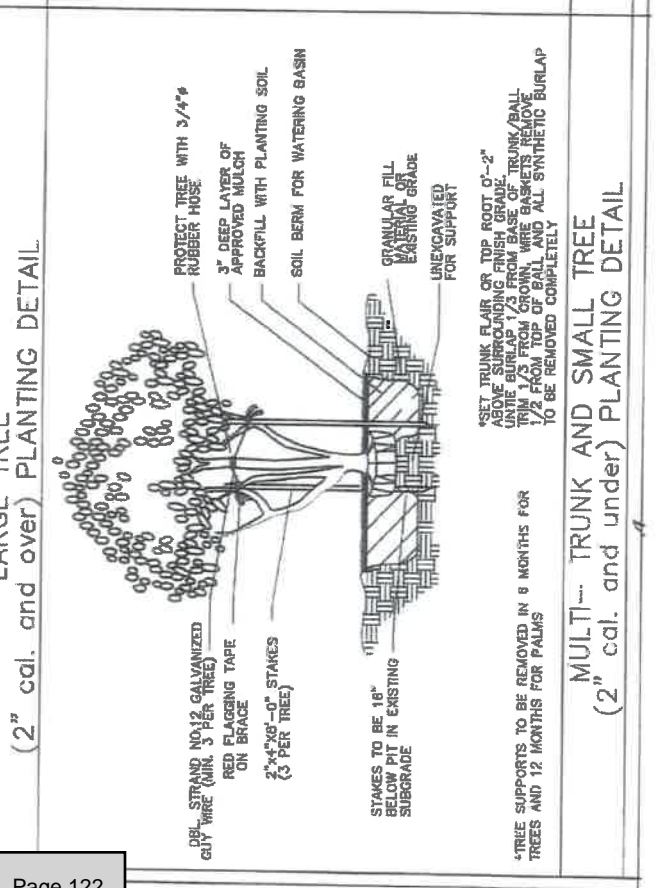
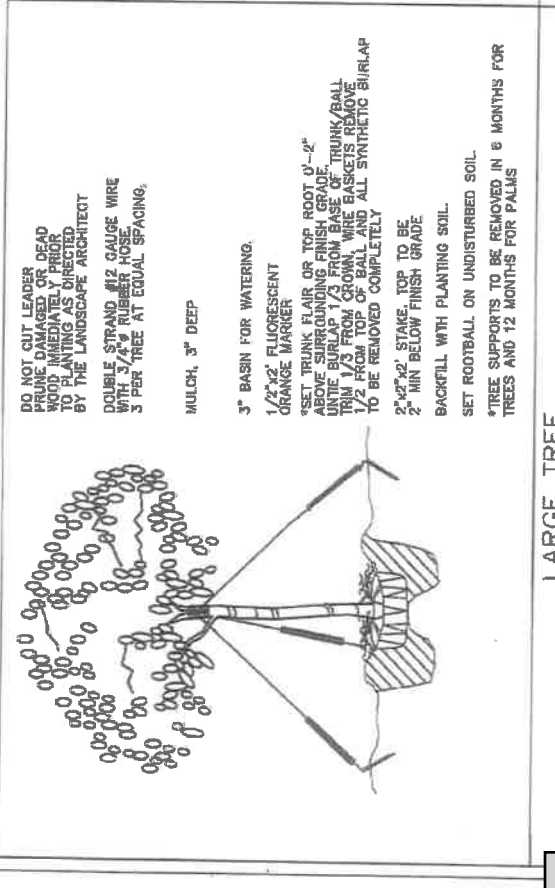
JOB NO:
 DRAWN BY: LV
 DATE: 02.06.17
 SCALE: NTS
 SHEET NO. LP-3



NOTE: DISTANCE BETWEEN PLANTS SHOULD BE FAR ENOUGH TO ALLOW PLANTS TO REACH NATURE SIZE WITHOUT INTERFERING WITH GROWTH OF ADJACENT PLANT MATERIALS. DISTANCE BETWEEN PLANTS WILL VARY ACCORDING TO SPECIES AND HABITAT OF GROWTH SO THAT NATURE PLANTS WILL NOT OVER LAP ONTO SIDE SIDEWALK STRUCTURES, PAVED AREAS, ETC.



SHRUB / GROUNDCOVER SPACING DETAIL



LARGE TREE (2" cal. and over) PLANTING DETAIL

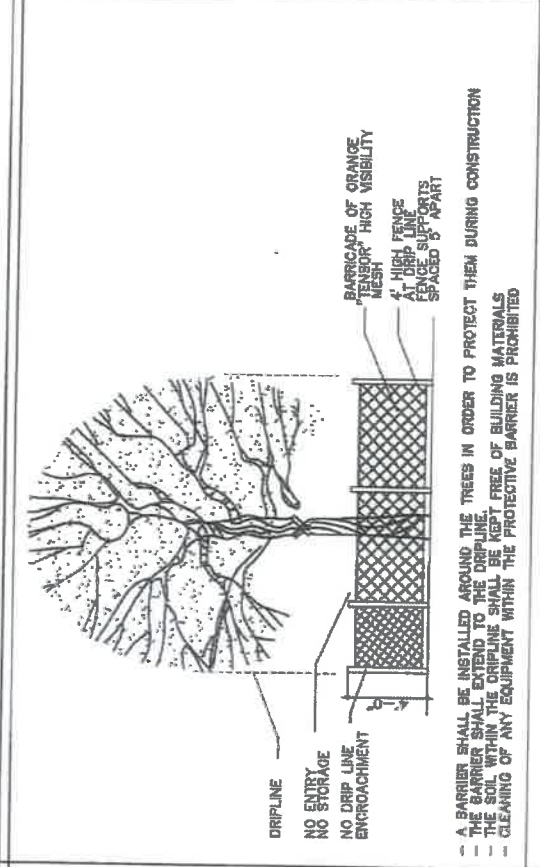
MULTI-TRUNK AND SMALL TREE (2" cal. and under) PLANTING DETAIL

SHRUB PLANTING DETAIL

FDOT PERMIT NO. 161-496-0015-93060

REV. NO.	DATE
# 1	03.05.17

JOB NO:
 DRAWN BY: LV
 DATE: 02.06.17
 SCALE: NTS
 SHEET NO.
LP-4



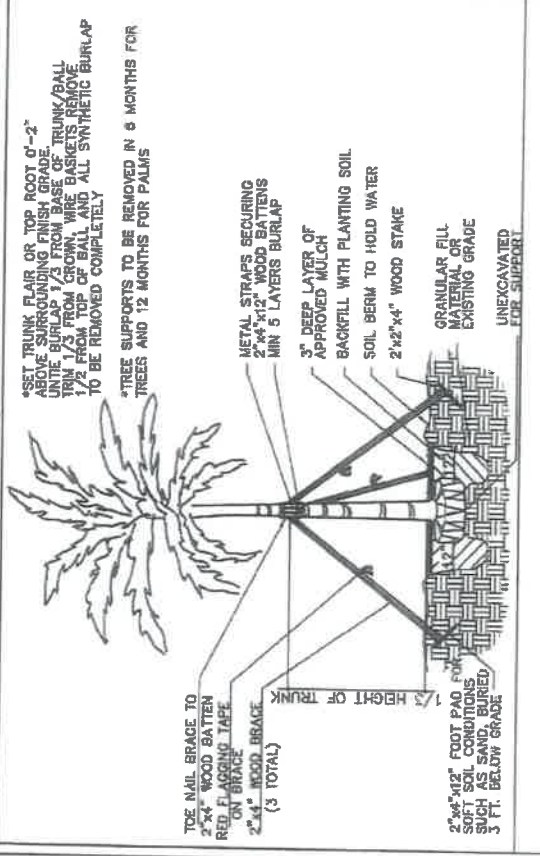
- A BARRIER SHALL BE INSTALLED AROUND THE TREES IN ORDER TO PROTECT THEM DURING CONSTRUCTION
- THE BARRIER SHALL EXTEND TO THE DRIPLINE.
- THE SOIL WITHIN THE DRIPLINE SHALL BE KEPT FREE OF BUILDING MATERIALS
- CLEANING OF ANY EQUIPMENT WITHIN THE PROTECTIVE BARRIER IS PROHIBITED

TREE PRESERVATION BARRICADE FENCING DETAIL

*PLANTING HOLES TO BE 3 TIMES THE DIAMETER OF ROOT BALL AT THE SURFACE AND 2 TIMES THE DIAMETER OF ROOT BALL AT THE BOTTOM/DEPTH PER CITY OF WEST PALM BEACH REQUIREMENTS

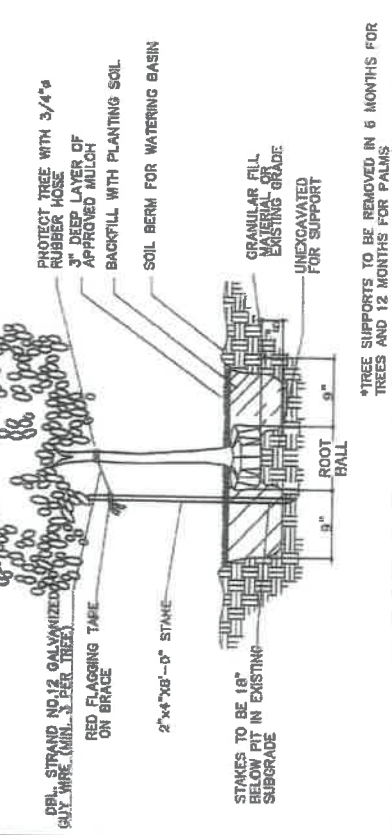


FDOT PERMIT NO. 16L-486-0015-93060



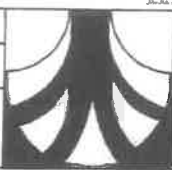
PALM PLANTING DETAIL

*SET TRUNK FLAIR OR TOP ROOT 6'-2" ABOVE SURROUNDING FINISH GRADE. UNTIL BURLAP WRAPPING TRUNK/BALL TRIM 1/3 FROM CROWN AND ALL SYNTHETIC BURLAP TO BE REMOVED COMPLETELY



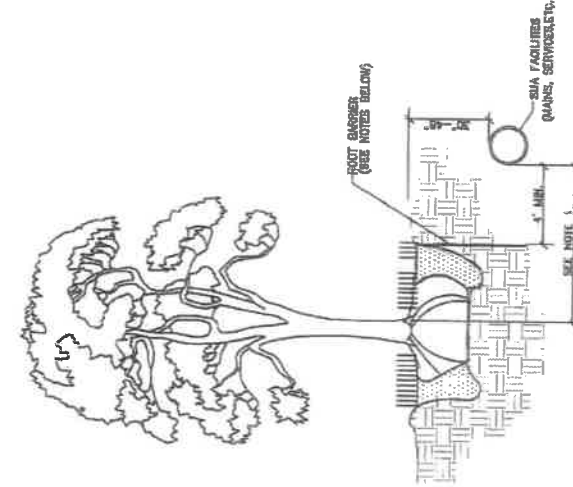
SMALL TREE (2" cal. and under) PLANTING DETAIL.

*TREE SUPPORTS TO BE REMOVED IN 6 MONTHS FOR TREES AND 12 MONTHS FOR PALMS

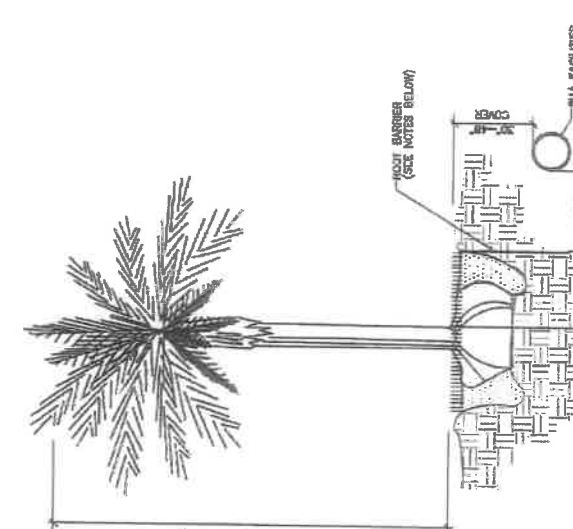


REV. NO.	DATE
# 1.	02.06.17
JOB NO:	
DRAWN BY: LV	
DATE: 02.06.17	
SCALE: NTS	

SHEET NO.
LP-5



- NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)
1. THIS DISTANCE SHALL BE 10' MINIMUM WITH ROOT BARRIER AND 15' MINIMUM IF NO ROOT BARRIER IS USED.
 2. ALL ROOT BARRIERS SHALL BE 4" MINIMUM FROM ALL SEAWOAST FACILITIES.
 3. THE INSTALLATION OF ROOT BARRIERS SHALL BE COORDINATED WITH SEAWOAST AND INSPECTED BY SEAWOAST PRIOR TO BACKFILLING. ALL ROOT BARRIERS SHALL EXTEND UP TO FINISHED GRADE.
 4. ROOT BARRIERS SHALL BE MINIMUM 30" DEEP. APPROVED PRODUCTS INCLUDE "DEEP ROOT" AND "ROOT SOLUTIONS". FLEXIBLE BARRIERS SHALL BE 30" PANELS MANUFACTURED BY BOWBARREN.
 5. ALL ROOT BARRIERS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS WRITTEN INSTRUCTIONS.
 6. LARGE PALM TREES INCLUDE ROYAL, WASHINGTONIAN, BISMARCK AND SIMILAR SIZED SPECIES.



- NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)
1. THIS DISTANCE SHALL BE 7' MINIMUM WITH ROOT BARRIER AND 10' MINIMUM IF NO ROOT BARRIER IS USED.
 2. ALL ROOT BARRIERS SHALL BE 4" MINIMUM FROM ALL SEAWOAST FACILITIES.
 3. THE INSTALLATION OF ROOT BARRIERS SHALL BE COORDINATED WITH SEAWOAST AND INSPECTED BY SEAWOAST PRIOR TO BACKFILLING. ALL ROOT BARRIERS SHALL EXTEND UP TO FINISHED GRADE.
 4. ROOT BARRIERS SHALL BE MINIMUM 30" DEEP. APPROVED PRODUCTS INCLUDE "DEEP ROOT" AND "ROOT SOLUTIONS". FLEXIBLE BARRIERS SHALL BE 30" PANELS MANUFACTURED BY BOWBARREN.
 5. ALL ROOT BARRIERS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS WRITTEN INSTRUCTIONS.

Typical Small Tree or Palm Tree with Root Barrier **Typ. Canopy Palm Tree with Root Barrie**

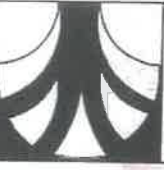


FDOT PERMIT NO. 16L-496-0015-930660

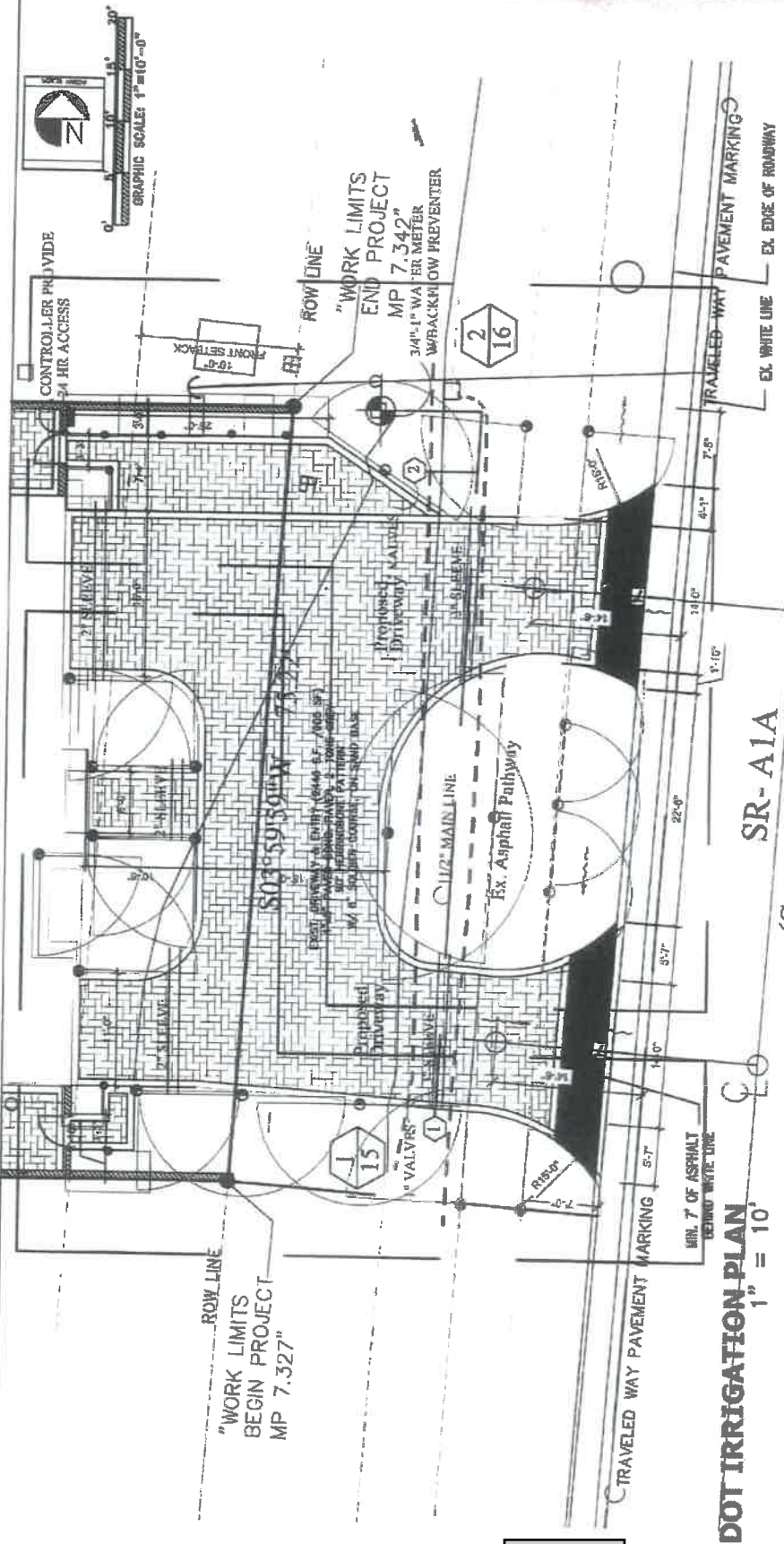
MAJESTIC VIEWS LANDSCAPE ARCHITECTS
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OGILBEE RESIDENCE
 2824 SOUTH OCEAN BOULEVARD, HIGHLAND BEACH, FL

DOT IRRIGATION PLAN



REV. NO.	DATE
1	03.03.17
JOB NO:	
DRAWN BY: LV	
DATE: 02.06.17	
SCALE: 1"=10'	
SHEET NO.	
IR-1	



GENERAL NOTES:

All landscaped areas shall be provided with an automatic water supply system as approved through a local development permit. Proposed irrigation system is 70% wet/dry irrigation system clarifying use of city water as water source.

Irrigation contractor to provide seasonal operating schedule and average precipitation rates for each zone by system controller.

Normal precipitation rates for all hours within each valve circuit must be matched to within 20% of one another.

A regular irrigation maintenance schedule shall include but not be limited to checking, adjusting, and repairing irrigation equipment and resetting the automatic controller according to the section.

Irrigation system plus and specifications shall under go final testing and adjustment to achieve design specifications prior to completion of the system and acceptance by the owner's representative and the City. As a built plan shall be submitted if different than irrigation plan;

IRRIGATION LEGEND:

- ② Rainbird 100-PGA, 1" electric valve or equivalent.
- ⊙ Rainbird 1000-03-05 pop-up, w/ appropriate R-13-45 rotary solenoid nozzle, 12.24" radius.
- ⊙ 4" & 8" SST, line registry or equivalent.
- ⊙ Rainbird XPCN-XERI PCN series nozzle, 4" 1/4, 1/2 or full spray on Vert-pop 4-0" pop-up or SCH 80 hose as required.
- ⊙ Main water line, 1 1/4" schedule 40 pipe.
- ⊙ Indicates Zone/ GPM.
- ⊙ 3/4" water meter, 20-60 GPM @ 40-50 psi w/ backflow preventor/ vacuum breaker.
- ⊙ 1/2" or 3/4" in ground moisture sensing device and pressure regulator as required and approved by City of Ft. Lauderdale.

DOT IRRIGATION PLAN
 1" = 10'

SR-A1A
 (South Ocean Boulevard)

FOOT PERMIT NO. 16L-496-0015-93060



IRRIGATION NOTES:

NOTES

Automatic Irrigation System
Water Demand Zone 3/4" water meter, 22-24 GPM @ 45-50 psi w/ backflow preventor/
vacuum breaker,
and ET manager, in-ground moisture sensing device

GENERAL

System shall be installed in accordance with local codes. Contract drawings and Contract specifications.
Irrigation design based on Majestic Views, dated 03.03.17. Contractor shall refer to the landscape plan to coordinate sprinkler location and pipe routing with new and existing landscaping.

The purpose of this irrigation plan is to show sprinkler locations for new locations for new landscaping. The Contractor considering the size of the source, the location and size of piping, and the size of existing valves shall zone system in the field.

Contractor shall adjust sprinkler locations to insure proper coverage in common areas between new and existing landscaping.

Irrigation contractor to provide 100 % coverage with a 50% overlap and as built drawings.

Irrigation plan is for bid, permit purposes, and shall not be utilized as a construction document.

Irrigation contractor will provide shop drawings and product specifications (cut sheets) and installation documents, to the Landscape Architect for review, comment and approvals.

A licensed contractor who installs or performs work on an automatic landscape irrigation system must install system per manufacturers specifications and test for the correct operation of each inhibiting or interrupting device or switch on the system. If such devices are not installed or are not functioning properly, the contractor must install new devices or repair the existing ones and insure that each is operating properly before completing other work on the system.

All contractors performing work on irrigation systems within the town shall be licensed or registered under F.S. ch. 489, and shall hold a municipality-issued license or business tax certificate that permits work on irrigation systems.

PIPING

Pipe shall be installed in accordance with local codes and pipe manufacturer's recommendations. Pipe routed under pavement and patio shall be sleeved in SCH 40 PVC. Contractor shall utilize existing sleeves.

Main line shall be scheduled 40 PVC.

All pipes shall be type 1120 PVC. Lateral sized 1" and larger shall be SDR 26, Class 160. Laterals sized 3/4" shall be SDR 21, Class 200.

Pipe shall be installed so backfill depths are maintained at 18" for the main line and all lateral routed under pavement, and at 12" for all other laterals.

Backfill shall be of suitable material free of rocks, stones, or other debris that would damage irrigation systems components.

SPRINKLERS

Sprinkler locations shall be adjusted for wind, landscaping and mounding to insure proper coverage with minimal undesirable overthrow. In order to prevent overthrow, low trajectory heads or low volume water distributing devices shall be used when irrigating confined areas. No more than ten percent of spray radius shall be allowed onto impervious areas.

Sprinkler heads irrigating lawns or other high water requirement landscapes areas shall be selected so that they are on a separate sector from those irrigating trees, shrubbery or other reduced water requirement areas.

Pop-up rotors Rainbird 5000-PRS series w/ adjustable nozzles or equivalent, 29'-50" radius.

Pop-up mistheads Rainbird 1800-SAM-P45 series w/ R-13-18 rotary nozzles or equivalent, 12'-24" radius. Sprub type mistheads shall be installed a uniform height of 6" above plant material and shall be located to be concealed from view and inaccessible from traffic.

Rainbird XPCN- Xerl PCN series nozzles, 2.5' & 4' 1/4, 1/2 or full spray on Xerl-pop 4'-6" pop-up or SCH 80 riser as required.

Rainbird Xerl Bubblers shall be installed on SCH 80 risers to the best height for the most effective irrigation of the plants to be watered. Bubblers are required for trees and palms.

All SCH 80 PVC risers shall be painted green to blend in with plant material.

All sprinklers located adjacent to pavement, walkways, patios, etc., shall be installed from the edge to minimize the chance of damage to vehicles, pedestrians and lawn maintenance personnel. Pop-up heads shall be installed in 6" and shrub type heads shall be installed in 16".

Adjustment features of sprinklers specified shall be utilized to insure proper coverage while minimizing overthrow.

VALVES

Rainbird 100-PGA 1" angle electric valve w/ pressure regulator or equivalent, with timer and rain sensor device.

WATER SOURCE

3/4" water meter, 22-24 GPM @ 45-50 psi w/ backflow preventor/ vacuum breaker, and ET manager in-ground moisture sensing device and pressure regulator as required and approved by City of Delray Beach. All connections and installation of backflow shall be made by a licensed plumber.

CONTROL SYSTEM

Rainbird ESP-MC series automatic outdoor controller will be exterior wall mount or equivalent w/ Rainbird ET-Manager in ground soil moisture sensor. Verify location of the sensor during periods of increased rainfall. Evapotranspiration-based (ET) controllers are recommended but optional on any automatic landscape irrigation system will be installed per manufacturers specifications. All electrical connections to be made by a licensed electrician.

FLOW	PIPE DIAMETER (INCH)
0-3	3/8"
3-9	1/2"
10-16	3/4"
17-28	1"
27-40	1 1/4"
40-60	2"

Automatic underground irrigation with Rainbird ET-Manager in ground soil moisture sensor shall be designed and installed in compliance with the South Florida Building Code and city code requirements. The system shall provide a minimum coverage of 100% with 50% overlap.

FDOT PERMIT NO. 16L-496-0015-83060

MAJESTIC VIEWS LANDSCAPE ARCHITECTS
Landscape Architect - Construction Management
4711 Cypress Drive South, Boynton Beach, FL 33436
Phone: (561) 752-8835 Fax: (561) 752-1170



OGILBEE RESIDENCE
2824 SOUTH OCEAN BOULEVARD, HIGH RISE BEACH, FL
GENERAL IRRIGATION SPECIFICATIONS

JOB NO:
DRAWN BY: LV
DATE: 02.06.17
SCALE: NTS

SHEET NO.
IR-2



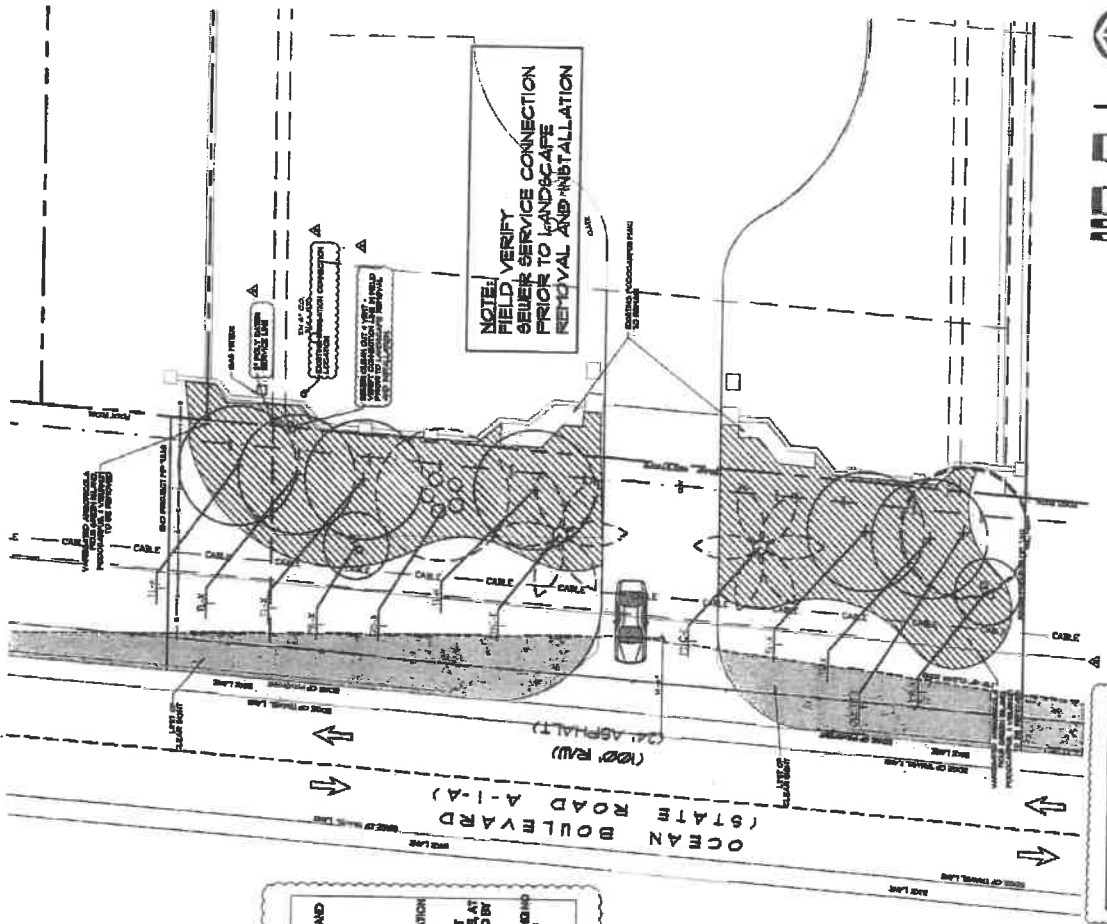
Hamister Residence
 2445 S Ocean Boulevard
 Highland Beach, FL 33487

Handwritten signature

REGISTERED FOOT OPERATIONS
 CONTRACTOR FOOT OPERATIONS
 LICENSE NO. 10000000000000000000
 CONTRACTOR NO. 10000000000000000000
 CONTRACTOR NO. 10000000000000000000
 CONTRACTOR NO. 10000000000000000000

PROJECT TITLE:
ROW Landscape PLAN

Sheet:
L-2



SCALE: 1" = 8' 0"

0 4 8 12 16 20

NORTH

PERMIT NUMBER: PL-485-0007-05000 HAMISTER RESIDENCE

FDOT Submission
 03/30/2017

CALL 811 or www.811.com for all business days before digging to have utilities located and marked.

Check possible response codes on page 04.

PLANT SCHEDULE EXISTING LANDSCAPE TO BE REMOVED

PLANT SPECIES	QUANTITY	REMARKS	DATE
...

FOOT GENERAL NOTES

1. ALL MATERIALS AND CONSTRUCTION WITHIN THE FOOT RIGHT-OF-WAY SHALL CONFORM TO THE LATEST FOOT DESIGN STANDARDS AND THE LATEST STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
2. REFER TO FOOT STANDARD INDEX 644 FOR INSTALLATION OF VEGETATION SPECIFICATIONS.
3. REFER TO FOOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION SECTION 650 FOR LANDSCAPE INSTALLATION SPECIFICATIONS.
4. CONTRACTOR SHALL REPAIR ANY AND ALL DAMAGE DONE TO FOOT PROPERTY DURING CONSTRUCTION, RELOCATION AND/OR INSTALLATION ACTIVITIES AT HIS SOLE EXPENSE.
5. CONCRETE OF ALL DETAIL EXCAVATED MATERIALS AS DETERMINED BY THE DEPARTMENT SHALL REMAIN IN THE DEPARTMENT WITH A 10% FILLER. UNREMOVED EXCAVATED MATERIALS SHALL BE Hauled BY THE PERMITTEE AT THEIR COST AND EXPENSE FROM THE PROJECT SITE TO THE TALLEY BEACH OPERATIONS CENTER OR STOCKPILE IN THOSE AREAS AS DIRECTED BY THE DEPARTMENT, INCLUDING ASPHALT MILLING.
6. CURBS SHALL NOT BE PERMITTED ON FOOT RIGHT OF WAY. MILLING PERMITTED TO BE USED ARE HANDWOOD MULCH/COMPOSTING AND CURBS SHALL BE RECYCLED MULCH OR APPROVED SOIL. CERTIFIED BY THE MILLER AND SOIL CONSULTANT. SUBMIT PROOF OF CONTRIBUTION TO THE FOOT DISTRICT OPERATIONS PERMIT LANDSCAPE INSPECTOR UPON INSPECTION.

NOTE: PERSON OFFERED FOR BRIDGE PROJECT IS SUBJECT TO LANE UNDIVIDED

FOOT IRRIGATION NOTES

1. FOOT REQUIRED 24 HOUR EMERGENCY ACCESS TO WATER SOURCE.
2. CONTRACTOR SHALL PROVIDE FOOT DISTRICT OPERATIONS MANAGER WITH A SET OF "AS-BUILT" IRRIGATION PLAN.

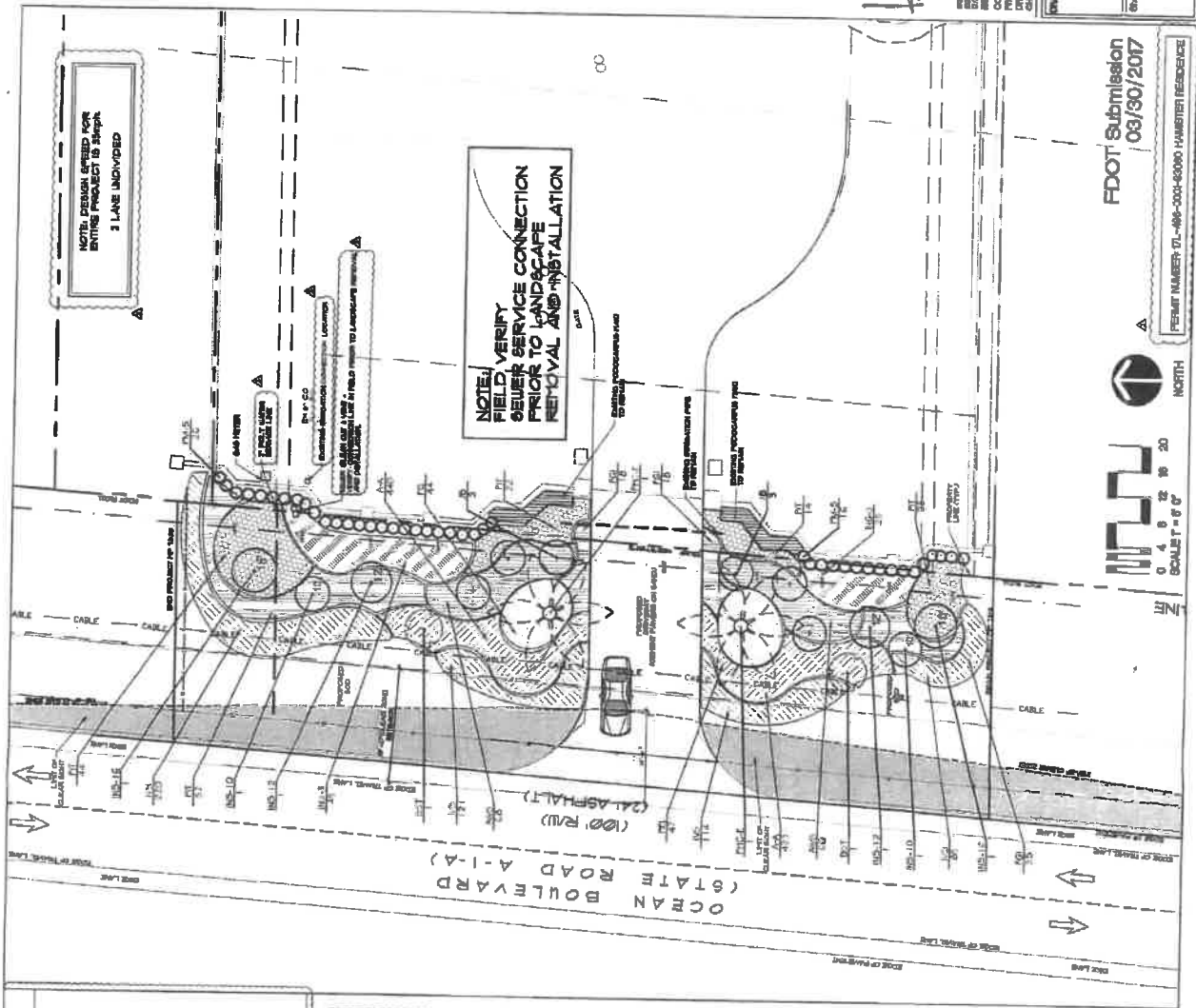
CAUTION: IN PLACE NOTE

THIS DRAWING HAS NOT BEEN REVISIONED BY A STRUCTURAL ENGINEER. VERIFY WITH STRUCTURAL ENGINEER PRIOR TO CONSTRUCTION.

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REGISTERED PROFESSIONAL ENGINEER
 LANDSCAPE ARCHITECT
 STATE OF FLORIDA
 LICENSE NO. 12001

PROJECT NO. 17-000000
 DRAWING NO. 17-000000
 DATE: 03/30/2017



FDOT Submission
 03/30/2017
 PERMIT NUMBER: 17-495-000-80000 HAMISTER RESIDENCE



FOOT GENERAL NOTES

1. ALL MATERIALS AND CONSTRUCTION WITHIN THE FOOT FRONT-OF-WAY SHALL CONFORM TO THE LATEST FOOT DESIGN STANDARDS AND THE LATEST STANDARDS SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
2. REFER TO FOOT STANDARD SPECIFICATION 664 FOR INSTALLATION OF VEGETATION.
3. REFER TO FOOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION SECTION 660 FOR LANDSCAPE INSTALLATION SPECIFICATIONS.
4. CONTRACTOR SHALL REPAIR ANY AND ALL DAMAGE DONE TO FOOT PROPERTY DURING DEMOLITION, RELOCATION AND/OR INSTALLATION ACTIVITIES AT HIS SOLE EXPENSE.
5. OWNERSHIP OF ALL SUITABLE EXCAVATED MATERIALS, AS DETERMINED BY THE DEPARTMENT, SHALL REMAIN IN THE CONTRACTOR'S POSSESSION UNTIL A FINAL ACCEPTANCE OF THE PERMITTED PROJECT IS FULLY OBTAINED. EXCAVATED MATERIALS SHALL BE MAINTAINED AT THEIR COST AND EXPENSE FROM THE SITE TO THE PALM BEACH OPERATIONS CENTER OR STOCKPILED IN THOSE AREAS AS DETERMINED BY THE DEPARTMENT, INCLUDING ASPHALT MILLING.
6. CURBSIDE MULCH IS NOT PERMITTED ON FOOT FRONT OF WAY. MULCH PERMITTED TO BE USED ARE HARDWOOD MULCH CONTAINING NO OTHER PRODUCTS, RECYCLED MULCH OR APPROVED SOIL. CURBSIDE AT THE MATCH AND SOIL CONSTRUCTION SHALL BE PROOF OF CERTIFICATION TO THE FOOT DISTRICT OPERATIONS PERMIT LANDSCAPE INSPECTION UPON REQUEST.

FOOT IRRIGATION NOTES

1. FOOT REQUIRE 24 HOUR EMERGENCY ACCESS TO WATER SOURCE.
2. CONTRACTOR SHALL PROVIDE FOOT DISTRICT OPERATIONS MANAGER WITH A SET OF "AS-BUILT" IRRIGATION PLANS.

PLANT SCHEDULE PLANTING PLANS

PLANT	PLANT NAME	COMMON NAME	SIZE	QUANTITY	DATE
100-12	Red Tip Palm	Red Tip Palm	12" x 12"	2	2017
100-14	Red Tip Palm	Red Tip Palm	12" x 12"	2	2017
100-16	Red Tip Palm	Red Tip Palm	12" x 12"	2	2017

FOOT DISTRICT OPERATIONS MANAGER WITH A SET OF "AS-BUILT" IRRIGATION PLANS

CAUTION: PLEASE NOTE

THIS DRAWING HAS NOT BEEN REVIEWED BY A STRUCTURAL ENGINEER. VERIFY ALL STRUCTURAL REQUIREMENTS PRIOR TO CONSTRUCTION. CONSULT WITH THE ARCHITECT FOR ANY STRUCTURAL REQUIREMENTS.

0. ALL DISTRICT OPERATIONS PERMITTING IS TO BE MAINTAINED AT ALL TIMES.
 1. ALL DISTRICT OPERATIONS PERMITTING IS TO BE MAINTAINED AT ALL TIMES.
 2. ALL DISTRICT OPERATIONS PERMITTING IS TO BE MAINTAINED AT ALL TIMES.
 3. ALL DISTRICT OPERATIONS PERMITTING IS TO BE MAINTAINED AT ALL TIMES.
 4. ALL DISTRICT OPERATIONS PERMITTING IS TO BE MAINTAINED AT ALL TIMES.
 5. ALL DISTRICT OPERATIONS PERMITTING IS TO BE MAINTAINED AT ALL TIMES.

**SECTION No.: 93060
S.R. No.: A1A
COUNTY: PALM BEACH**

EXHIBIT D

**PRECEDING LANDSCAPE AGREEMENT DESCRIPTION(S)
AND OTHER AGREEMENT DESCRIPTIONS**

The following Landscape agreements have previously been executed for projects that have been installed in accordance with the plans and specifications attached thereto and incorporated herein but not exclusive to the following agreement descriptions:

LANDSCAPE AGREEMENTS SUPERSEDED BY THIS AGREEMENT

7/10/08 - State Road A1A from 1/2 Mile north of Spanish River Boulevard to 1/2 mile South of Linton Boulevard, from (M.P. 4.540) to (M.P. 7.441). (\$400,006.03) Landscape improvements which include plant material and hardscape pavers. Section No. 93060, FM No.: 423845-1-58-01, Connected Contract No. AP751, Resolution No. 08-004 (6/9/08).

3/2/07 - State Road A1A (Town limits of Highland Beach) from (M.P. 4.540) to (M.P. 7.441). (\$202,138.00) Plant material only. Section No. 93060, FM# 421216-1-58-01, Connected Contract No. AOP79, Resolution No. 07-002R (2/6/07).

7/2/02 - State Road A1A from (M.P. 4.54) to (M.P. 7.41). (\$283,000.00) Landscape improvements not described. Section 93060, FM No. 229785-1-52-01, Resolution No. 792 (7/2/02).

This Agreement, pursuant to paragraph number 14, page 9., shall supersede all other above agreements except as to the actual landscape plans and project cost that have not been replanted by subsequent FDOT approved projects and those that are "excepted out". The terms of this agreement shall apply to those landscape plans.

**SECTION No.: 93060
S.R. No.: A1A
COUNTY: PALM BEACH**

**EXHIBIT E
MAINTENANCE PLAN
FOR LANDSCAPE IMPROVEMENTS**

This Exhibit forms and integral part of the DISTRICT FOUR (4) LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY

Please See Attached

MAINTENANCE PLAN

Landscape Improvements

I. GENERAL MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS:

The purpose of a plan for the landscape improvements maintenance practices is to allow the plant material on your project to thrive in a safe and vigorous manner while fulfilling their intended purpose and conserving our natural resources. Plantings and all other landscape improvements shall be maintained to avoid potential roadway hazards and to provide required clear visibility, accessibility, clearance, and setbacks as set forth by Florida Department of Transportation (FDOT) governing standards and specifications: *FDOT Design Standards*, *FDOT Plans Preparation Manual Vol. 1, Chapter 2.11* and *FDOT Standard Specifications for Road and Bridge Construction*, as amended by contract documents, and all other requirements set forth by the District 4 Operations Maintenance Engineer. The initial portion of the Maintenance Plan describes general maintenance requirements and recommendations. **The concluding section provides recommendations prepared by the Registered Landscape Architect of Record specific to the attached approved plans.**

WATERING REQUIREMENTS

Watering is a critical concern for not only the maintenance of healthy plant material but also for observing water conservation practices. The amount of water to apply at any one time varies with the weather, drainage conditions and water holding capacity of the soil. For plant materials that have been established, it is imperative that any mandated water restrictions be fully conformed to on FDOT roadways.

Proper watering techniques should provide even and thorough water dispersal to wet the entire root zone, but not saturate the soil or over-spray onto travel lanes.

IRRIGATION SYSTEM

The Agency shall ensure there are no roadway overspray or irrigation activities during daytime hours (most notably "rush hour" traffic periods). It is imperative the irrigation controller is properly set to run early enough that the watering process will be entirely completed before high traffic periods, while adhering to mandated water restrictions. To ensure water conservation, the Agency shall monitor the system for water leaks and the rain sensors to ensure they are functioning properly so that the system shuts down when there is sufficient rainfall.

INTEGRATED PLANT MANAGEMENT

An assessment of each planting area's soil is recommended to periodically determine the nutrient levels needed to sustain healthy, vigorous plant growth.

Palms, shrubs, trees and turf areas shall be fertilized in such a manner and frequency to ensure that the plant material remains healthy and vigorously growing. Please be alert to changes in fertilization types per University of Florida, Institute of Food and Agricultural Services (I.F.A.S.) recommendations. Establishment of an integrated pest management program is encouraged to ensure healthy plants, which are free of disease and pests.

MULCHING

Mulch planting beds in such a manner as to prevent weed growth, retain moisture to the plants, protect against soil erosion and nutrient loss, maintain a more uniform soil temperature, and improve the appearance of the planting beds. Avoid mulch mounded up on the trunks of trees, palms, and the base of shrubs to encourage air movement in this area which aids in lowering disease susceptibility. Cypress mulch is prohibited on state right of way.

PRUNING

All pruning, and the associated safety criteria, shall be performed according to American National Standard Institute (ANSI) A300 standards and shall be supervised by an International Society of Arboriculture (ISA) Certified Arborist. Pruning shall be carried out with the health and natural growth of plant materials in mind, to specific pruning heights maintaining clear visibility for motorists, and provide vertical clearance for pedestrian, bicyclist, and truck traffic where applicable. Visibility windows must be maintained free of view obstructions, and all trees and palms must be maintained to prevent potential roadway and pedestrian hazards, all palms are to be kept fruit free. The specific pruning heights are determined by understanding the designer's intent when selecting and placing the plants. The intended mature maintained height and spread of plants are noted on the plans (See Exhibit B.) and see Part II. Specific Requirements and Recommendations for guidelines. The understory plant materials selected for use within the restricted planting areas (Limits of Clear Sight) are to be maintained at a height in compliance with *FDOT Design Standards* Index 546; Page 6 of 6, Window Detail. Vertical tree heights must meet *FDOT Maintenance Rating Program* (MRP) standards.

STAKING AND GUYING

All staking materials, except for replacements, are to be removed by the completion of FDOT warranty period or at one year (whichever comes first). Any subsequent staking and guying activities by the Agency must adhere to *FDOT Design Standards* guidelines (See Index 544). The Agency shall closely monitor staking and guying attachment materials so that they are securely fastened to avoid potential roadway hazards.

TURF MOWING:

All grassed areas are to be mowed and trimmed with sufficient frequency to maintain a deep, healthy root system while providing a neat and clean appearance to the urban landscape. All turf efforts, mowing, curb/sidewalk edging and turf condition, must at a minimum, meet *FDOT Maintenance Rating Program* (MRP).

LITTER CONTROL:

The project site shall remain as litter free as practicable. It is recommended to recycle this litter to avoid unnecessary waste by its reuse. Litter removal efforts must meet *FDOT Maintenance Rating Program* (MRP) standards.

WEEDING/HERBICIDE

All planting areas shall be maintained as weed free as practicable by enlisting integrated pest management practices in areas specified on the plans and maintaining proper mulch levels. Extreme care is recommended when using a chemical herbicide to avoid overspray onto plant materials. It is the applicator's responsibility to restore any damage, resulting from overspray to the plantings, per the approved plans.

PLANT REPLACEMENT

Plant replacement shall be the same species and specification as the approved plan. Move and replace all plant materials that may conflict with utility relocations and service. Only plants graded Florida #1 or better, per the *Florida Department of Agriculture and Consumer Services, Grades and Standards for Nursery Plants* are permitted on FDOT roadways. Should it become necessary to change the species, a permit is required from FDOT for approval by the FDOT District Landscape Architect.

HARDSCAPE (SPECIALTY SURFACING)

All tree grates and specialty surfacing shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the surfacing and tree grates. Final surface tolerance from grade elevations shall, at a minimum, meet the most current FDOT Maintenance Rating Program Handbook Pages 43-47; ADA accessible sidewalk; and FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on The State Highway System. If the specialty surfacing or tree grates become damaged, they shall be replaced with the same type and specification as the approved plan.

Or Use When Concrete Pavers

All tree grates and specialty surfacing (if applicable) shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the pavers and tree grates. Final surface tolerance from grade elevations shall, at a minimum, meet the most current *Interlocking Concrete Pavement Institute (ICPI), Guide Specifications for Pavers on an Aggregate Base, Section 23 14 13 Interlocking Concrete Pavers, Part 3.05*. If the specialty surfacing or tree grates become damaged, they shall be replaced with the same type and specification as the approved plan.

HARDSCAPE (NON-STANDARD) TRAVELWAY SURFACING

It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway, including asphalt pavement (if applicable), caused or contributed by the installation or failure of non-standard surfacing, and/or the header curb, on the Department of Transportation right of way within the limits of this Agreement. Pavement restoration areas or "patches" will have a minimum length of 10-ft, measured from the edge of the header curb, and a width to cover full lanes for each lane affected by the restoration.

Pavement restoration will be performed in accordance with the most current edition of the *FDOT Standard Specifications for Road and Bridge Construction*, and the *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*.

It shall be the responsibility of the AGENCY to maintain all signs located within a non-standard surfacing area. Such maintenance to be provided by the AGENCY shall include repair and replacement of the sign panel, post, and base.

**HARDSCAPE (LANDSCAPE ACCENT LIGHTING)
(IF APPLICABLE)**

Landscape accent lighting shall be maintained in such a manner as to prolong the life of the lighting fixture and prevent potential safety hazards. If the lighting fixtures and their system become damaged, they shall be replaced with the same type and specification as the approved plan. Landscape lighting shall meet requirements for the sea turtle nesting and hatching.

MAINTENANCE OF TRAFFIC CONTROL

Reference the FDOT website regarding the selection of the proper traffic control requirements to be provided during routine maintenance and / or new installations of this DOT roadway.

**VEGETATION MANAGEMENT AT OUTDOOR ADVERTISING (ODA)
(IF APPLICABLE)**

To avoid conflicts with permitted outdoor advertising, please reference the State of Florida website regarding the vegetation management of outdoor advertising. This website provides a portal to search the FDOT Outdoor Advertising Inventory Management System Database. The database contains an inventory of outdoor advertising structures, permits and other related information maintained by the Department.

Also, reference the *Florida Highway Beautification Program* website link for “*Vegetation Management at ODA signs*” “*Florida Statutes*” and “*Florida Administrative Code*” related to vegetation management at outdoor advertising sign, permit applications for vegetation management and determining mitigation value of roadside vegetation.

II. SPECIFIC PROJECT SITE MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS

Superseded agreements' Maintenance Plans and any specific project site maintenance requirements continue to apply.

REFERENCES

This reference list is provided as a courtesy. The list may not contain the most current websites. The most current references must be accessed for up to date information.

Accessible Sidewalk (ADA)

<http://www.access-board.gov/guidelines-and-standards/streets-sidewalks>

Americans with Disabilities Act (ADA) (ADAAG)

http://www.ada.gov/2010ADAstandards_index.htm

American National Standard Institute, *ANSI A300, (Part 1) for Tree Care Operations – Trees, Shrub, and Other Woody Plant Maintenance – Standard Practices (Pruning)*, available for purchase

<http://webstore.ansi.org>

Florida Department of Agriculture and Consumer Services, Division of Plant Industry, *Florida Grades and Standards for Nursery Plants 2015*

<http://www.freshfromflorida.com/Divisions-Offices/Plant-Industry/Bureaus-and-Services/Bureau-of-Plant-and-Apiary-Inspection>

Florida Department of Community Affairs (DCA), *Florida Board of Building Codes & Standards, 2010 Florida Building Code, Chapter 11 Florida Accessibility Code for Building Construction Part A*

http://www2.iccsafe.org/states/florida_codes/

Florida Department of Transportation, *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 544 Landscape Installation*

<http://www.dot.state.fl.us/rddesign/DS/16/IDx/00544.pdf>

Florida Department of Transportation, *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 546 Sight Distance at Intersections*

<http://www.dot.state.fl.us/rddesign/DS/16/IDx/00546.pdf>

Florida Department of Transportation, *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 600 Traffic Control through Work Zones*

<http://www.dot.state.fl.us/rddesign/DS/16/IDx/00600.pdf>

Florida Department of Transportation, *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 700 Roadside Offsets*

Florida Department of Transportation, *FDOT Plans Preparation Manual (PPM) Vol. I Chapter 2.11 Lateral Offset*

Table 2.11.5 Lateral Offset Clearance to Trees

Table 2.11.11 Recoverable Terrain

<http://www.dot.state.fl.us/rddesign/PPMManual/2016PPM.shtm>

Florida Department of Transportation, *FDOT Standard Specifications for Road and Bridge Construction, Section 580 Landscape Installation*
<http://www.dot.state.fl.us/specificationsoffice/Maintenance/Jul14/Files/SS5800000.doc>

<http://www.dot.state.fl.us/specificationsoffice/Implemented/Workbooks/JulWorkbook2014/Files/S5800000FA.pdf>

Florida Department of Transportation, Landscape Architecture Website
www.MyFloridaBeautiful.com

Florida Department of Transportation, *Maintenance Rating Program Handbook*
<http://www.dot.state.fl.us/statemaintenanceoffice/MaintRatingProgram.shtm>

Florida Department of Transportation Outdoor Advertising Database
<http://www2.dot.state.fl.us/rightofway/>

Florida Exotic Pest Plant Council Invasive Plant Lists
<http://www.fleppc.org/list/iist.htm>

Florida Irrigation Society
<http://www.fisstate.org>

Florida Power and Light (FPL), *Plant the Right Tree in the Right Place*
http://www.fpl.com/residential/trees/right_tree_right_place.shtml

A Guide to Roadside Vegetation Management
[http://www.dot.state.fl.us/statemaintenanceoffice/RDW/DOT%20Final%20\(3\)Turf%20Management%20Guide%20UF.pdf](http://www.dot.state.fl.us/statemaintenanceoffice/RDW/DOT%20Final%20(3)Turf%20Management%20Guide%20UF.pdf)

Interlocking Concrete Pavement Institute (ICPI)
<http://www.icpi.org/>

International Society of Arboriculture (ISA)
www.isa-arbor.com

UF IFAS: *Selecting Tropical and Subtropical Tree Species for Wind Resistance*
<http://edis.ifas.ufl.edu/pdf/FR/FR17500.pdf>

UF IFAS: *Fertilization of Field-grown and Landscape Palms in Florida*
<http://edis.ifas.ufl.edu/ep261>

U.S. Department of Transportation, Federal Highway Administration, *Manual on Uniform Traffic Control Devices*
<http://www.mutcd.fhwa.dot.gov>

**SECTION No.: 93060
S.R. No.: A1A
COUNTY: PALM BEACH**

EXHIBIT F

PATTERNED PAVEMENT INSTALLATION

(If Applicable)

This Exhibit forms an integral part of the DISTRICT FOUR (4) MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY.

- (1) Prior to acceptance by the DEPARTMENT, all lanes for each of the stamped asphalt crossings projects shall be tested for friction in accordance with ASTM E 274-06. All costs for friction testing will be the responsibility of the AGENCY. The initial friction resistance shall be at least 35 obtained at 40 mph with a ribbed test tire (FN40R) or equivalent. Failure to achieve this minimum resistance shall require all deficient crosswalk areas to be removed to their full extent (lane-by-lane) and replaced with the same product installed initially. If more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the Qualified Products List (QPL). All lanes receiving new installations shall again be friction tested within 60-90 days of their acceptance by the local AGENCY. The initial friction resistance of each new installation shall be at least 35 (FN40R) or equivalent. Failure to achieve this minimum resistance shall require all deficient areas be removed to their full extent (lane-by-lane) and replaced with the same product installed initially. If more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the DEPARTMENT 'S Qualified Products List (QPL), or replaced with conventional pavement.
- (2) The results of all friction tests and condition surveys shall be sent to the **Operations Engineer** at the local FDOT District Four Operations Center located at Palm Beach Operations, 7900 Forest Hill Boulevard, West Palm Beach 33413 (561) 432-4966, with a cover letter either certifying that the crosswalks comply with the above stated requirements; or what remedial action will be taken to restore the friction and/or integrity of the crosswalk area.
- (3) When remedial action is required in accordance with the above requirements, the local AGENCY at its own expense shall complete all necessary repairs within 90 days of the date the deficiency was identified.

- (4) Should the local AGENCY fail to satisfactorily perform any required remedial work or testing in accordance with this agreement, the DEPARTMENT reserves the right to replace the patterned pavement with conventional pavement and bill the local AGENCY for this cost. No more than two full stamped asphalt pavement depth repairs shall be made to an area without first resurfacing the pavement to its full depth.

**SECTION No.: 93060
S.R. No.: A1A
COUNTY: PALM BEACH**

EXHIBIT G

PATTERNED PAVEMENT MAINTENANCE

(When Applicable)

This Exhibit forms an integral part of the DISTRICT FOUR (4) MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY.

"Maintenance" of all patterned pavement crosswalks in these Agreements shall be defined, as a minimum, to include its frictional characteristics and integrity as follows:

- (1) Within 60 days of project acceptance by the Department, all lanes of each patterned crosswalk shall be evaluated for surface friction. The friction test shall be conducted using either a locked wheel tester in accordance with **FM 5-592 (Florida Test Method for Friction Measuring Protocol for Patterned Pavements)** or Dynamic Friction Tester in accordance with **ASTM E1911**. **All costs for friction testing are the responsibility of the AGENCY.**
- (2) The initial friction resistance shall be at least 35 obtained at 40 mph with a ribbed tire test (FN40R) or equivalent (FM 5-592 attached). Failure to achieve this minimum resistance shall require all deficient crosswalk areas to be removed to their full extent (land-by-land) and replaced with the same product installed initially. The AGENCY is responsible for all costs associated with the removal and replacement of the crosswalk. If the Department determines that more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the Qualified Products List (QPL) or replaced with conventional pavement.
- (3) Approximately **one year** after project acceptance and **one year** thereafter and for the life of the adjacent pavement, only the outside traffic lane areas of each patterned crosswalk shall be tested for friction resistance in accordance with **ASTM E274** or **ASTME 1911**. Friction resistance shall, at a minimum, have a FN40R value of 35 (or equivalent).
- (4) The results of all friction tests shall be sent to the **Operations Engineer** at the local FDOT District Four Operations Center located at Palm Beach Operations, 7900 Forest Hill Boulevard, West Palm Beach 33413 (561) 432-4966, with a cover letter either certifying, that the crosswalks comply with the minimum friction criteria, or stating what remedial action will be taken to restore the friction.

- (5) Failure to achieve the minimum resistance shall require all lanes of the crosswalk to be friction tested to determine the extent of the deficiency. All deficient areas shall be removed to their full extent (lane-by-lane) and replaced with the same product installed initially. If the Department determines that more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the QPL, or replaced with conventional pavement.
- (6) When remedial action is required in accordance with the above requirements, the local agency shall complete all necessary repairs at its own expense within 90 days of the date when the deficiency was identified. No more than two full depth patterned pavement repairs shall be made to an area without first resurfacing the underlying pavement to 1" minimum depth.
- (7) The Department will not be responsible for replacing the treatment following any construction activities by the Department in the vicinity of the treatment, or any costs for testing.
- (8) Should the local agency fail to satisfactorily perform any required remedial work or testing in accordance with this agreement, the Department reserves the right to replace the patterned pavement with conventional pavement (matching the adjacent pavement) and bill the local agency for this cost.



RESOLUTION NO. 17-012 R

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT FOUR INCLUSIVE LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT ON BEHALF OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (FDOT) has advised the Town that in order for landscaping to be placed in the FDOT right-of-way the Town must execute the attached State of Florida Department of Transportation District Four Inclusive Landscape Maintenance Memorandum of Agreement; and

WHEREAS, the purpose of this Resolution is to authorize the Mayor to execute on behalf of the Town the Agreement attached to this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Town Commission of the Town of Highland Beach, Florida, that:

Section 1. The recitations set forth above are true, accurate and correct and are incorporated herein.

Section 2. That the Mayor is authorized to execute the State of Florida Department of Transportation District Four Inclusive Landscape Maintenance Memorandum of Agreement attached to this Resolution and made a part hereof.

Section 3. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS 5TH DAY OF JULY, 2017.



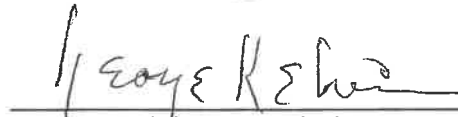
Carl Feldman, Mayor



William Weitz, Vice Mayor



Rhoda Zelniker, Commissioner




George Kelvin, Commissioner



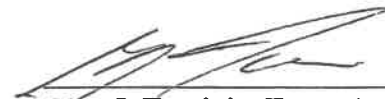
Elyse Riesa, Commissioner

ATTEST:

REVIEWED FOR LEGAL SUFFICIENCY



Lanelda Gaskins, MMC
Town Clerk



Glen J. Torcivia, Town Attorney
Florida Bar No. 343374
Approved as to form and legal sufficiency

File Attachments for Item:

B. Consideration of a request for a Town of Highland Beach Right-of-Way (ROW) permit for the property located at 2362 South Ocean Boulevard.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting

MEETING DATE December 19, 2023

SUBMITTED BY: Ingrid Allen, Town Planner, Building Department

SUBJECT: Request for a Town of Highland Beach Right-of-Way (ROW) permit for the property located at 2362 South Ocean Boulevard

SUMMARY:

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

The Applicant is proposing a new single driveway and has received a driveway connection permit (Permit No. 2023-A-496-00009) from FDOT (Attachment No. 1). Concurrent with this request for a Town ROW permit, is an amendment to FDOT's Landscape Inclusive Memorandum of Agreement ("Agreement") for the same property.

On June 8, 2023, the Planning Board granted a major modification approval (Development Order No. 22-0002) for the property which included the addition of two garages, a covered entertainment area, and changes to the exterior façade and roof line (motion carried 7-0).

FISCAL IMPACT:

N/A

ATTACHMENTS:

Attachment No. 1 - FDOT driveway connection permit (No. 2023-A-496-00009).

RECOMMENDATION:

At the discretion of the Town Commission.

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

PART 1: PERMIT INFORMATION

APPLICATION NUMBER: 2023-A-496-00009

Permit Category: A - less than 20 VTPD Access Classification: _____

Project: David Willens Private Client, 2362 S Ocean Blvd Highland Bch 2 story home addition and renovation

Permittee: David Willens

Section/Mile Post: / State Road: _____

Section/Mile Post: / State Road: _____

PART 2: PERMITTEE INFORMATION

Permittee Name: David Willens

Permittee Mailing Address: 2362 South Ocean Boulevard

City, State, Zip: Highland Beach, Florida 33487

Telephone: (561) 866-2757 ext. _____

Engineer/Consultant/or Project Manager: _____

Engineer responsible for construction inspection: _____

NAME P.E. #

Mailing Address: _____

City, State, Zip: _____

Telephone: _____ FAX, Mobile Phone, etc. Fax: / Mobile: _____

PART 3: PERMIT APPROVAL

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

Permit Number: 2023-A-496-00009
Department of Transportation

Signature: Eugene Kissner Title: MAINTENANCE MANAGER/PERMITS

Department Representative's Printed Name Eugene Kissner

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

Special provisions attached YES NO

Date of Issuance: 4/26/2023

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

See following pages for _____ and Special Provisions

Approved
2023-A-496-00009
Eugene Kissner
4/26/2023

PART 4: GENERAL PROVISIONS

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

PART 5: SPECIAL PROVISIONS

NON-CONFORMING CONNECTIONS: YES NO

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

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

OTHER SPECIAL PROVISIONS:
SEE ATTACHMENT 'A'

PART 6: APPEAL PROCEDURES

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

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

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

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

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

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

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

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

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

(1) **APPLICATION NUMBER:** 2023-A-496-00009

APPLICANT:

(2) **Name/Address:** David Willens
2362 South Ocean Boulevard
Highland Beach, Florida 33487

(3) **Project Name:** _____

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

(5) **Application Fee Collected** \$ 50.0
Payment Type:
 Money Order
 Check (check number _____)
 Cash
 Credit Card (online only)

(6) **Fee Collected By**
Name One-Stop Permitting
Signature One-Stop Permitting
Date 3/1/2023 District _____ Unit _____

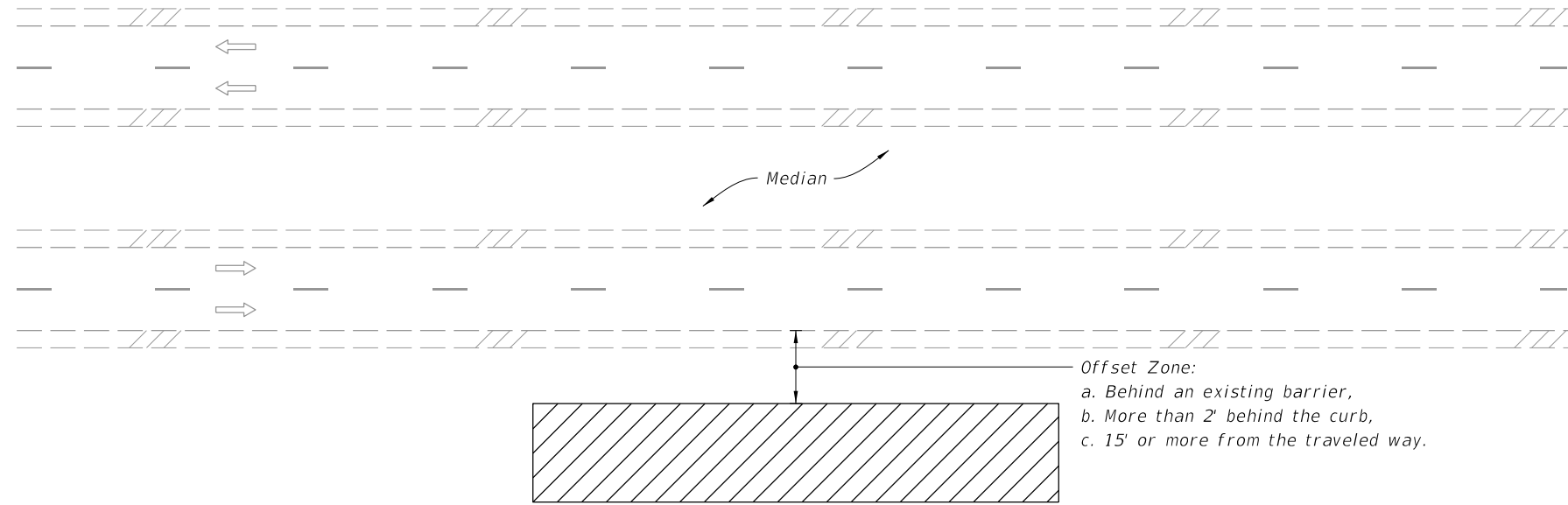
(7) **Receipt Given Back to Applicant Via**
 Hand Delivery Mail Courier Service Other Electronically
Applicant (or Agent) Signature (if available) David Willens

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

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

FOR AGENCY USE ONLY – ATTACH COPY OF CHECK ON THE NEXT PAGE
Make Checks payable to: *State of Florida Department of Transportation*

Approved
2023-A-496-00009
Eugene Kissner
4/26/2023



===== MULTILANE ROADWAY SHOWN, TWO-LANE ROADWAY SIMILAR =====

NOTES:

1. This Index applies to Two-Lane, Two-Way and Multilane Roadways, including Medians of divided roadways, with work beyond the shoulder.
2. Use Index 102-602 when the work operation (excluding establishing and terminating the work area) requires that two or more work vehicles cross the Offset Zone in any one hour period.
3. Use Index 102-660 when Work Area encroaches a Sidewalk.

SYMBOLS:

- Work Area
- Lane Identification and Direction of Traffic

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STANDARD PLANS

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TWO-LANE AND MULTILANE ROADWAY,
WORK BEYOND THE SHOULDER

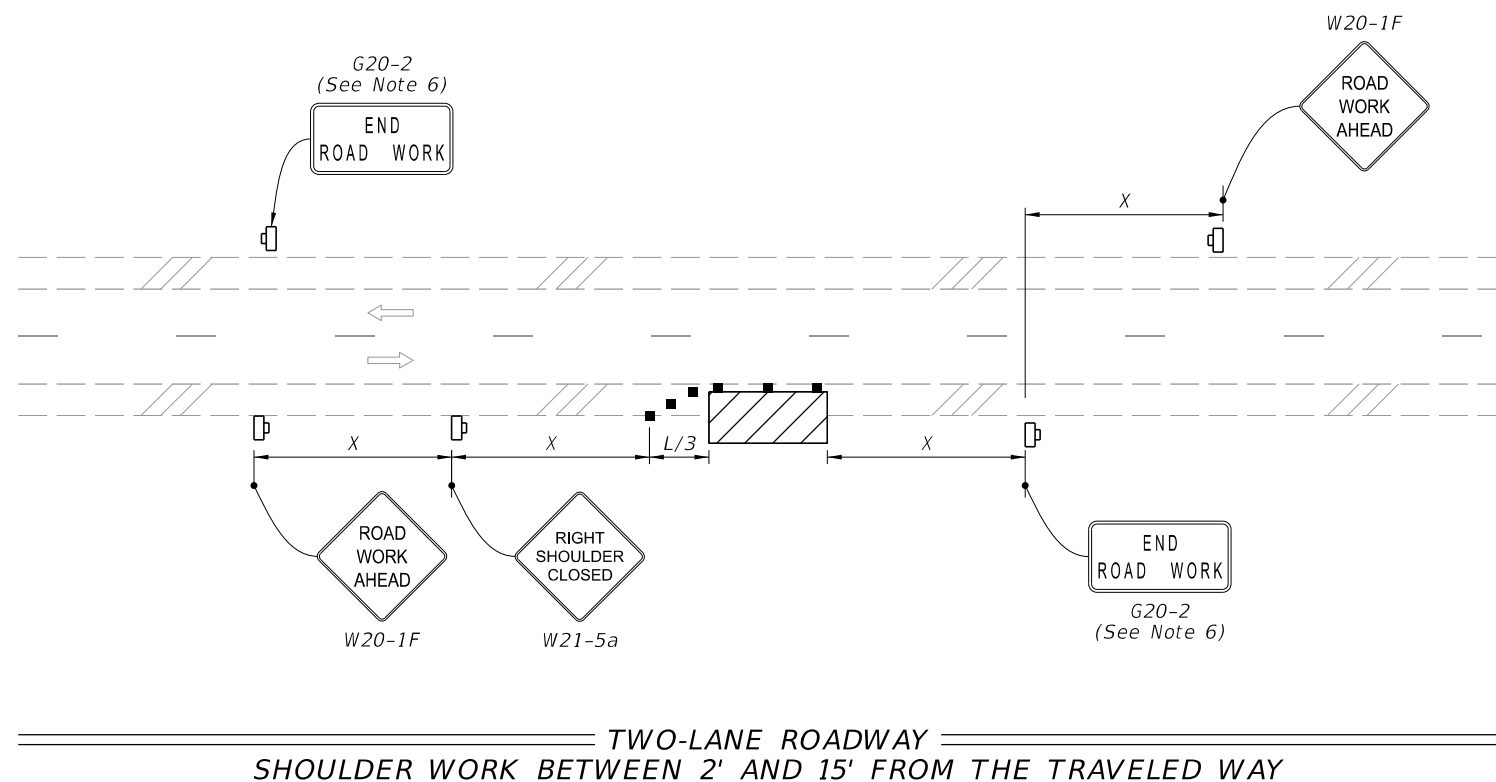
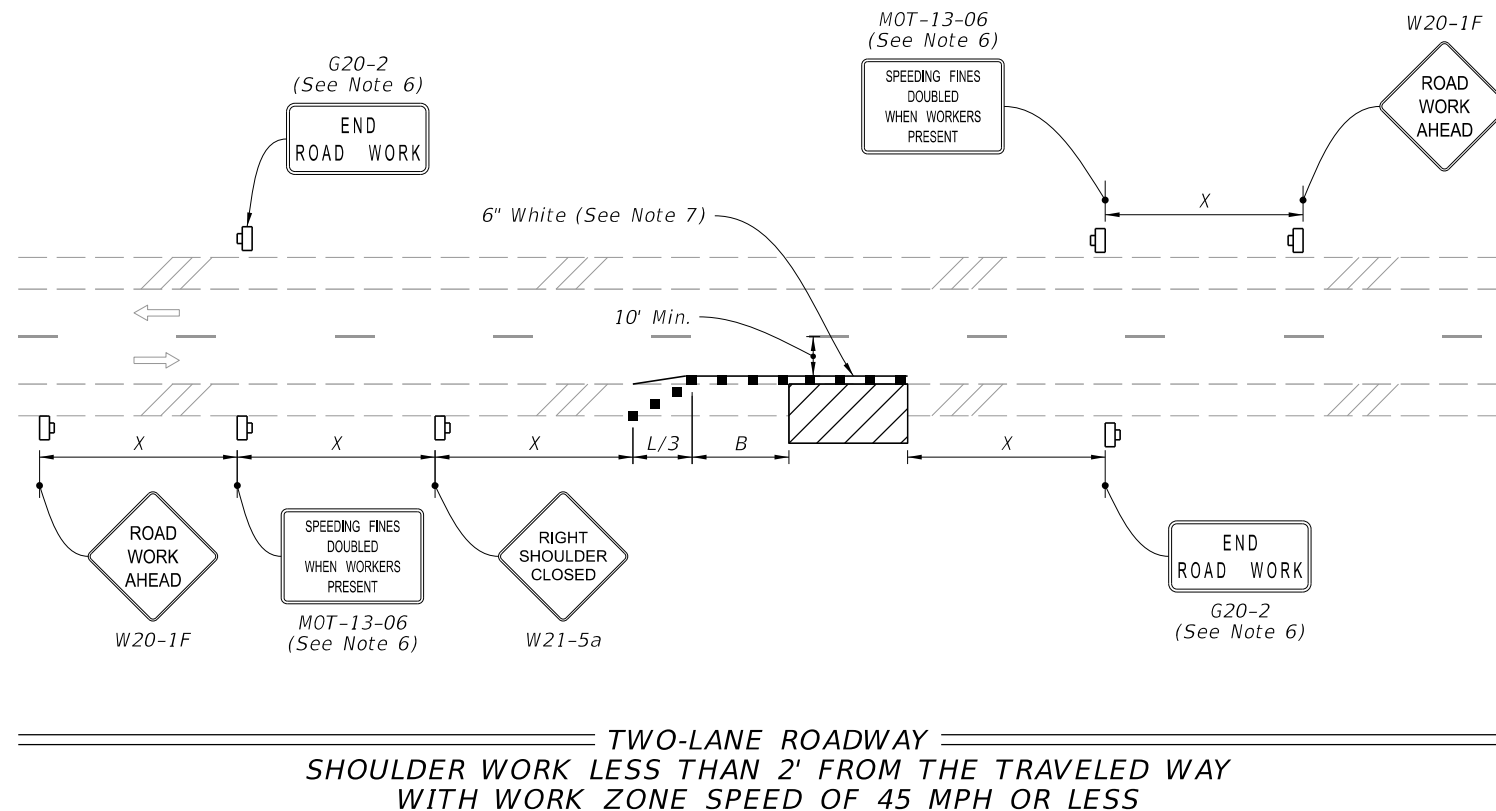
Approved
2023-A-496-00009
Eugene Kissner
INDEX SHEET
102-601 4/26/2023 1 of 1

NOTE:

1. This Index applies to Two-Lane, Two-Way and Multilane Roadways, including Medians of divided roadways, with work on the shoulder.
2. L = Taper Length
X = Work Zone Sign Spacing
B = Buffer Length
See Index 102-600 for "L", "X", "B", and channelizing device spacing values.
3. Where work activities are between 2' and 15' from the edge of traveled way, the Engineer may omit signs and channelizing devices for work operations 60 minutes or less.
4. When four or more work vehicles enter the through traffic lanes in a one hour period (excluding establishing and terminating the work area), use a flagger or lane closure to accommodate work vehicle ingress and egress.
5. For work less than 2' from the traveled way and work zone speed is greater than 45 MPH, use a lane closure.
6. The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" Signs (G20-2) along with the associated work zone sign spacing distances may be omitted when the work operation is in place for 24 hours or less.
7. Temporary pavement markings may be omitted when the work operation is in place for 3 days or less.
8. Omit "Shoulder Closed" signs (W21-5a) along with associated work zone sign spacing distances for work on the median.
9. When there is no paved shoulder, the "Worker" sign (W21-1) may be used instead of the "Shoulder Closed" sign (W21-5a).

SYMBOLS:

-  Work Area
-  Channelizing Device (See Index 102-600)
-  Work Zone Sign
-  Lane Identification and Direction of Traffic

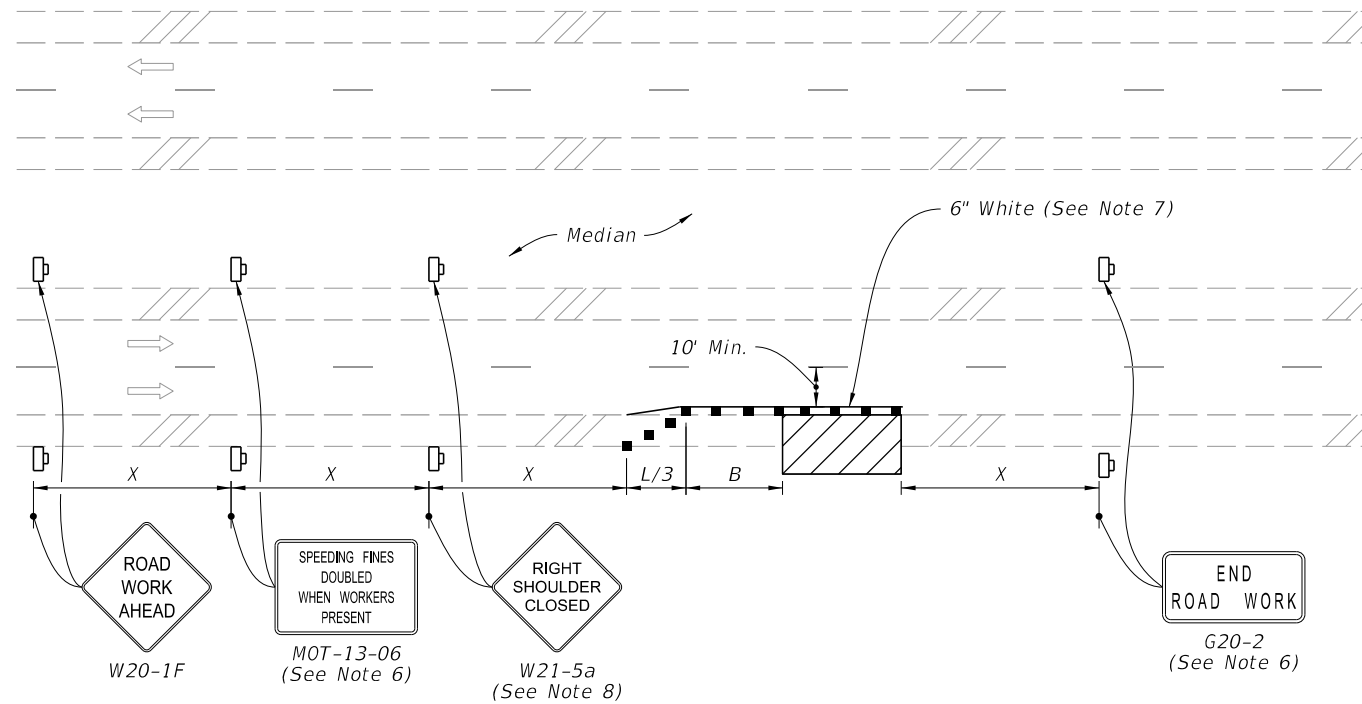


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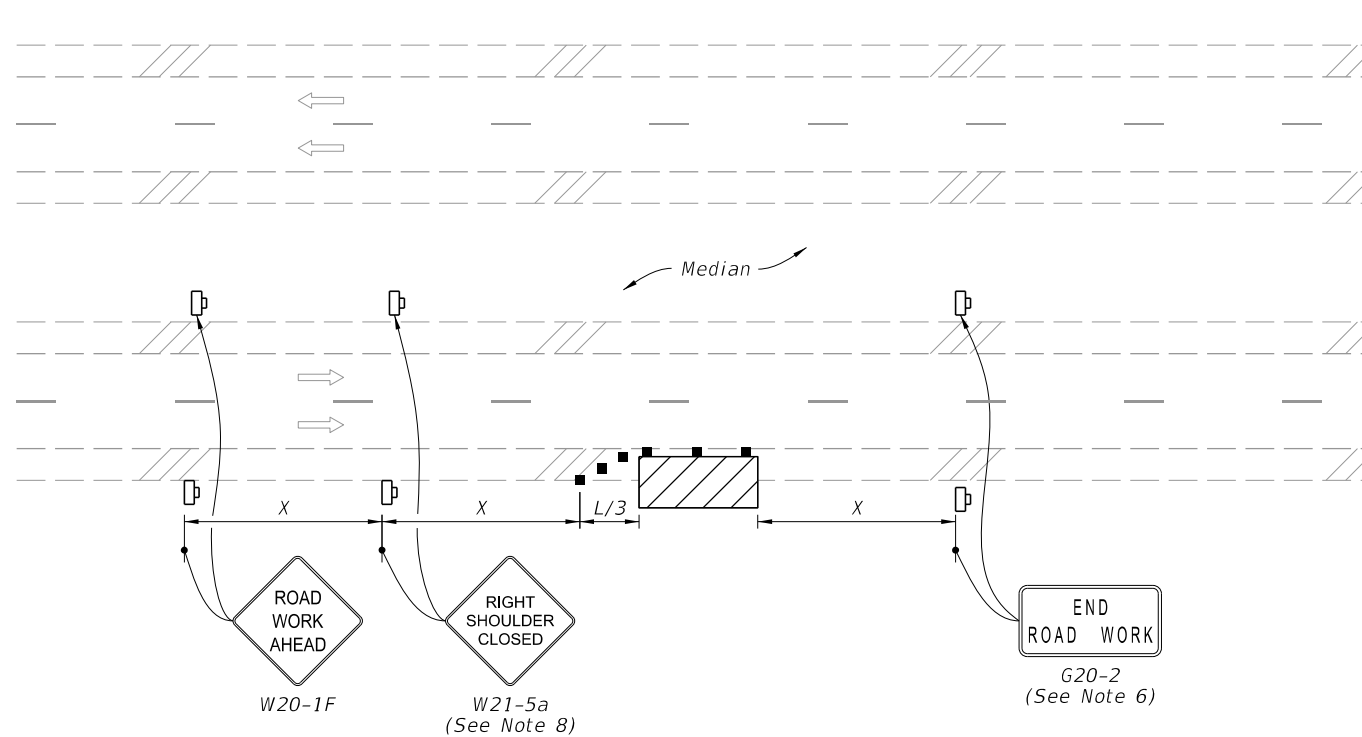
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2023-A-496-00009
Eugene Kissner
INDEX SHEET
4/26/2023
102-602 1 of 2

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





MULTILANE ROADWAY
 SHOULDER WORK LESS THAN 2' FROM THE TRAVELED WAY
 WITH WORK ZONE SPEED OF 45 MPH OR LESS



MULTILANE ROADWAY
 SHOULDER WORK BETWEEN 2' AND 15' FROM THE TRAVELED WAY

SYMBOLS:

-  Work Area
-  Channelizing Device (See Index 102-600)
-  Work Zone Sign
-  Lane Identification and Direction of Traffic

Approved
 2023-A-496-00009
 Eugene Kissner
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LAST REVISION
 11/01/20

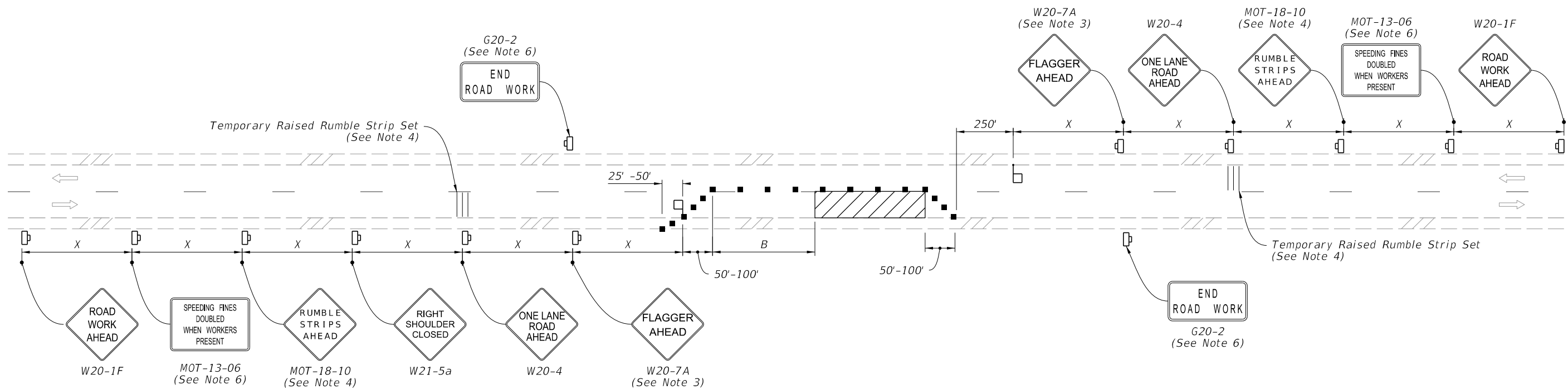
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 STANDARD PLANS

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WO-LANE AND MULTILANE, WORK ON SHOULDER



NOTES:

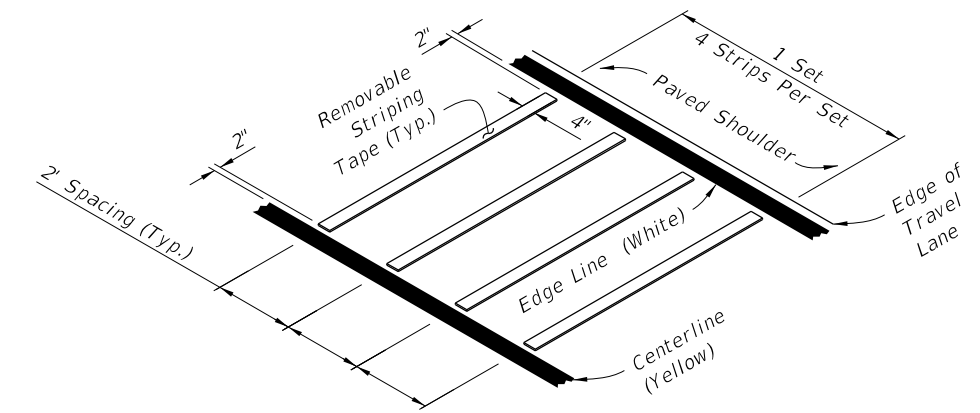
1. This Index applies to Two-Lane, Two-Way Roadways with work within the traveled way.
2. L = Taper Length
B = Buffer Length
X = Work Zone Sign Spacing
See Index 102-600 for "L", "B", "X" and channelizing device spacing values.
3. Optionally, use "Flagger Ahead" sign with symbol (W20-7) instead of "Flagger Ahead" sign with text (W20-7A).
4. Use temporary raised rumble strips when the existing posted speed is 55 mph or greater and the work duration is greater than 60 minutes. If temporary raised rumble strips are not used, omit "Rumble Strips Ahead" signs (MOT-18-10) and associated work zone sign spacing.
5. Additional one-way control may be provided by the following means:
 - a. Flag-carrying vehicle
 - b. Official vehicle
 - c. Pilot vehicles
 - d. Traffic signals

6. The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" signs (G20-2), along with associated work zone sign spacing, may be omitted when the work operation will be in place for 24 hours or less.
7. Automated Flagger Assistance Devices (AFADs) may be used in accordance with Specification Sections 102, 990 and the APL vendor drawings.
8. Railroad Crossings:
 - a. If an active railroad crossing is located closer to the Work Area than the queue length plus 300 feet, extend the Buffer Space as shown on Sheet 2.
 - b. If the queuing of vehicles across an active railroad crossing cannot be avoided, provide a uniformed traffic control officer or flagger at the highway-rail grade crossing to prevent vehicles from stopping within the highway-rail grade crossing, even if automatic train warning devices are in place.

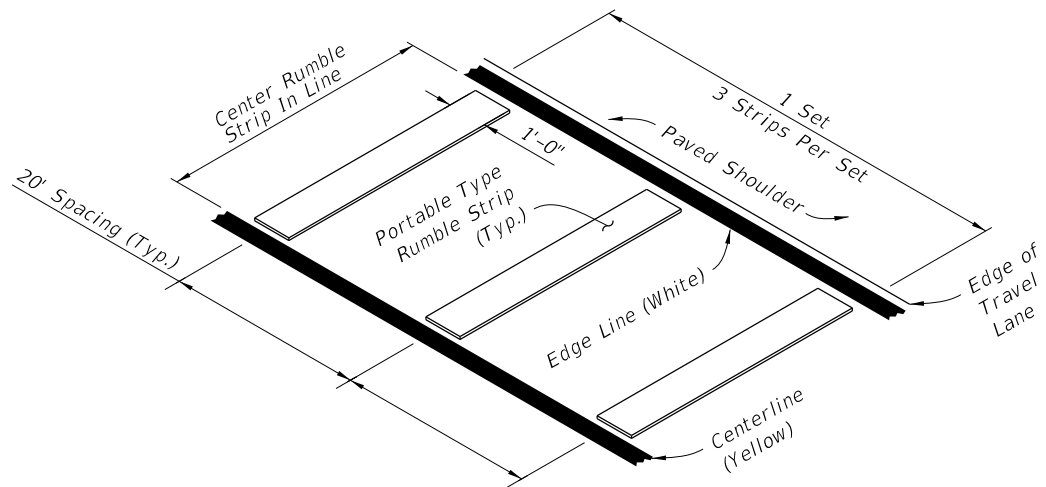
When flaggers are the sole means of one-way control, the flaggers must be in sight of each other or in direct communication at all times.

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Flagger
- Lane Identification and Direction of Traffic



**OPTION - 1
REMOVABLE STRIPING TYPE**



**OPTION - 2
PORTABLE TYPE**

===== RUMBLE STRIP SETS =====

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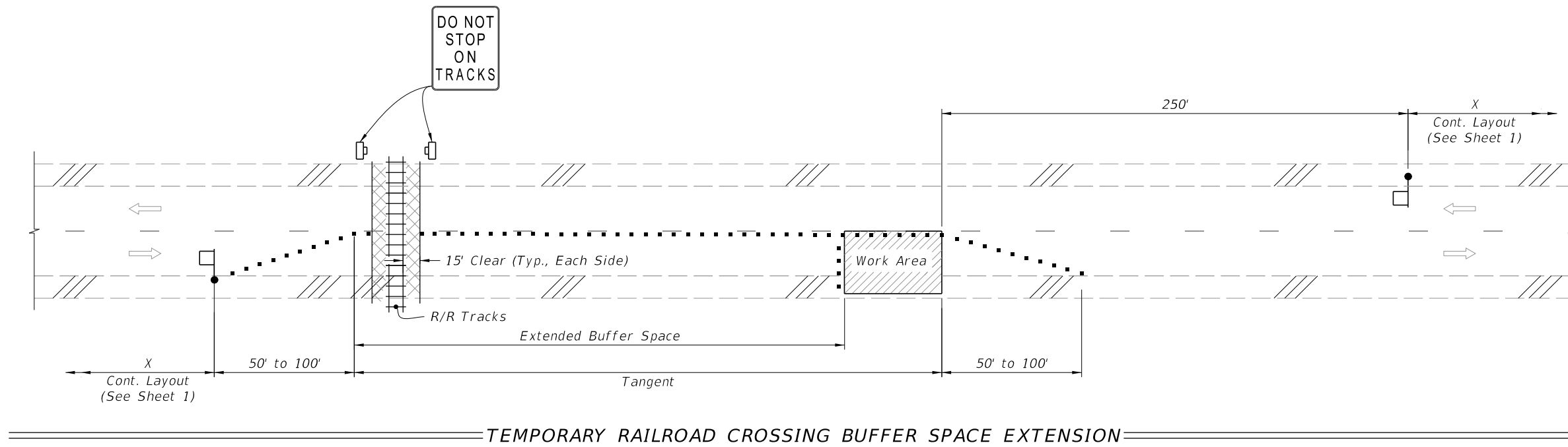


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STANDARD PLANS

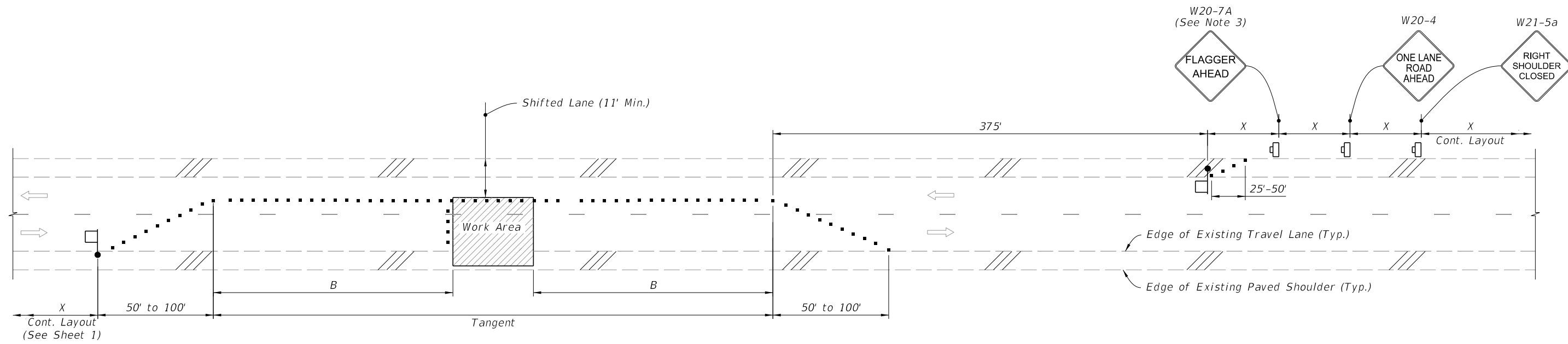
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TWO-LANE, TWO-WAY
WORK WITHIN THE TRAVEL WAY

Approved
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Eugene Kissner
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



TEMPORARY RAILROAD CROSSING BUFFER SPACE EXTENSION



TEMPORARY LANE SHIFT TO SHOULDER WHEN WORK AREA ENCROACHES ON THE CENTERLINE
(For Work Operations In place 24 Hours or Less)

SYMBOLS:

-  Work Area
-  Channelizing Device (See Index 102-600)
-  Work Zone Sign
-  Flagger
-  Lane Identification and Direction of Traffic

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REVISION DESCRIPTION:



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

TWO-LANE, TWO-WAY
WORK WITHIN THE TRAVEL WAY

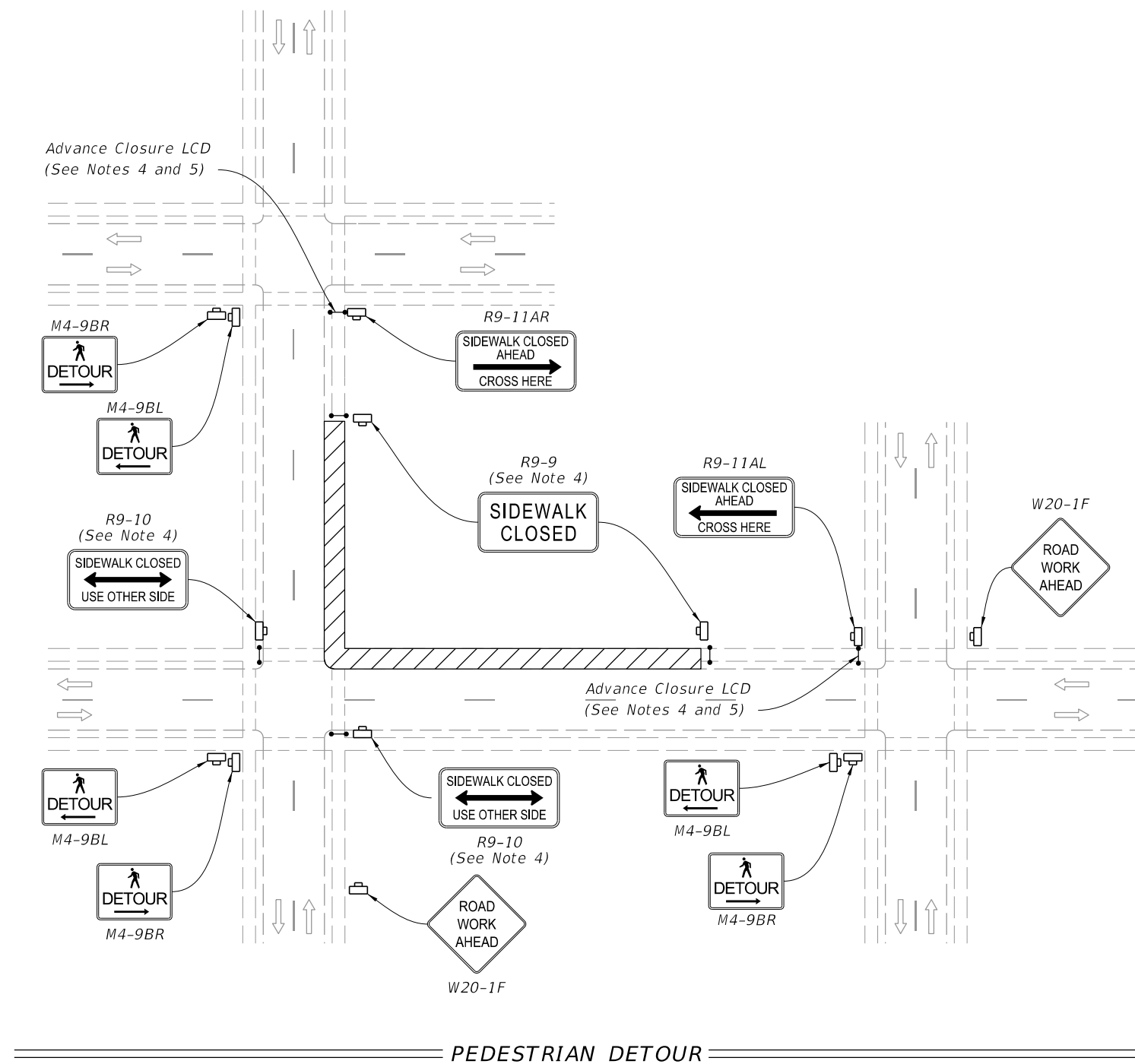
Approved
SPECIAL CONDITIONS
Eugene Kissner
INDEX SHEET
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4/26/2023

NOTES:

1. Cover or deactivate pedestrian traffic signal display(s) controlling closed crosswalks.
2. Place pedestrian LCDs across the full width of the closed sidewalk.
3. For post mounted signs located near or adjacent to a sidewalk, maintain a minimum 7' clearance from the bottom of the sign panel to the surface of the sidewalk.
4. "Sidewalk Closed" signs (R9-XX) may be mounted on pedestrian LCDs in accordance with the manufacturer's instructions.
5. Omit the Advance Closure LCD if it blocks access to other pedestrian facilities (e.g., transit stops, residences, or business entrances).

SYMBOLS:

-  Work Area
-  Work Zone Sign
-  Pedestrian Longitudinal Channelizing Device (LCD)
-  Lane Identification and Direction of Traffic



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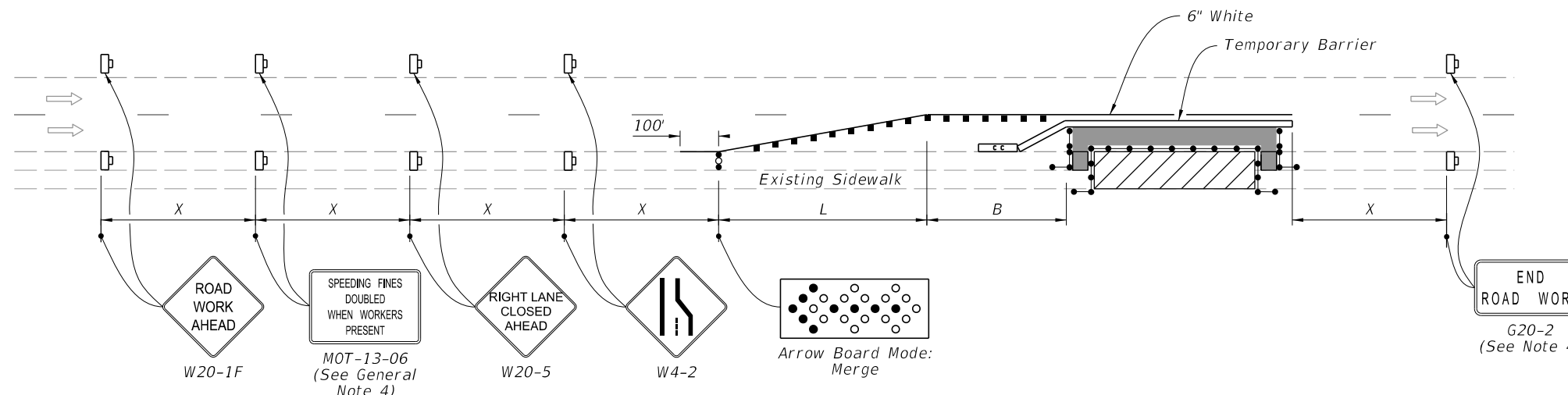
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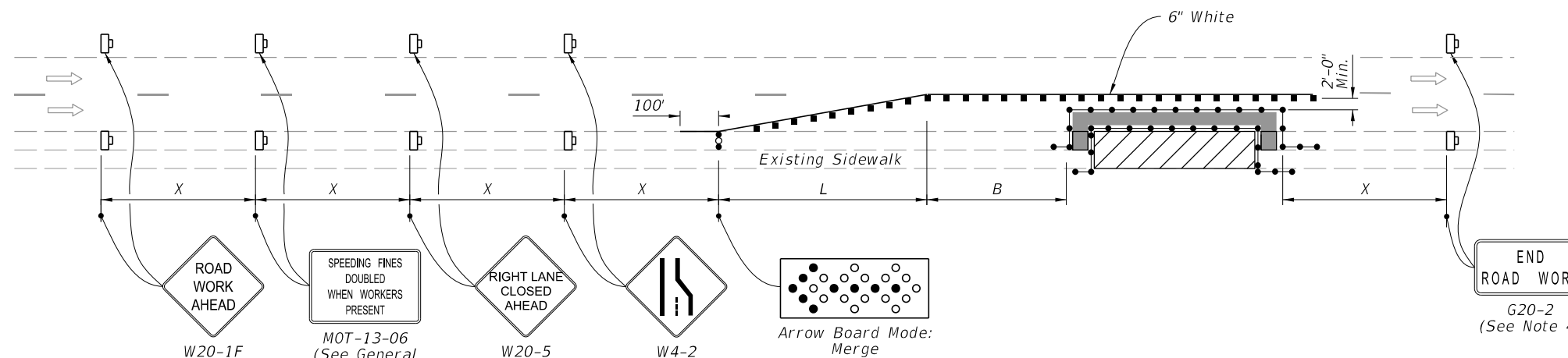
1. L = Taper Length
B = Buffer Length
X = Work Zone Sign Distance
See Index 102-600 for "L", "B", "X", channelizing device spacing values.
2. Provide a 5' wide temporary pedestrian way with a maximum cross-slope of 0.02, except where space restrictions warrant a minimum width of 4'. Provide a 5' x 5' passing space for temporary pedestrian ways less than 5' in width at intervals not to exceed 200'.
3. When temporary pedestrian ways require curb ramps, meet the requirements of Index 522-002. Detectable warnings are not required for curb ramps diverting pedestrian traffic into a closed lane.
4. The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" signs (G20-2), along with associated work zone sign distances, may be omitted when the work operation will be in place for 24 hours or less.
5. Pedestrian Diversion Option 2 may only be used when called for in the Plans or as approved by an Engineer.

SYMBOLS:

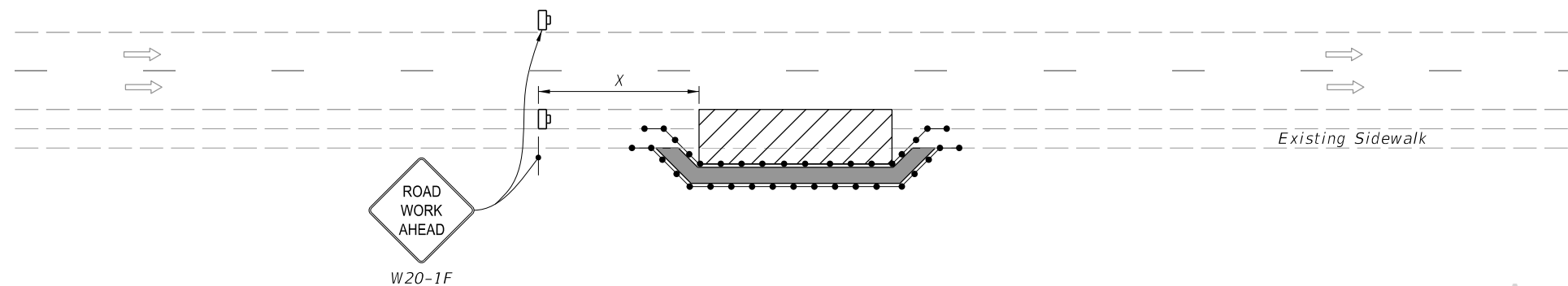
- Work Area
- Temporary Pedestrian Way
- Channelizing Device (See Index 102-600)
- Pedestrian Longitudinal Channelizing Device (LCD)
- Work Zone Sign
- Arrow Board
- Crash Cushion
- Lane Identification and Direction of Traffic



PEDESTRIAN DIVERSION - OPTION 1
(Temporary Barrier Shown, Low Profile Barrier Similar)



PEDESTRIAN DIVERSION - OPTION 2
(Work Zone Speed 35 mph or Less)



PEDESTRIAN SPECIAL DETOUR

Approved
2023-A-496-00009
Eugene Kissner
INDEX SHEET
4/26/2023
102-660 2 of 2

LAST REVISION 11/01/21	REVISION	DESCRIPTION:
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FY 2023-24
STANDARD PLANS

Page 158

SIDEWALK CLOSURE

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

PART 1: PERMIT INFORMATION

Application Number: 2023-A-496-00009

Permit Category: A - less than 20 VTPD Access Classification: _____

Project: 2362 South Ocean Boulevard

Permittee: David Willens

Section/Mile Post: 7.214 State Road: A1A

Section/Mile Post: 7.752 State Road: A1A

PART 2: PERMITTEE INFORMATION

Permittee Name: David Willens

Permittee Mailing Address: 2362 South Ocean Boulevard

City, State, Zip: Highland Beach, FL 33487

Telephone: (561) 866-2757

Engineer/Consultant/or Project Manager: Jesus Suarez, P.E.

Engineer responsible for construction inspection: Jesus Suarez 74556
NAME P.E. #

Mailing Address: 13350 SW 131st Street, Suite 103

City, State, Zip: Miami, FL 33186

Telephone: 3055961799 Mobile Phone: 7868536031

PART 3: PERMIT APPROVAL

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

Permit Number: _____
Department of Transportation

Signature: _____ Title: _____

Department Representative's Name: _____

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

Special provisions attached: YES NO

Date of Issuance: _____

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

See following pages for General and Special Provisions

Approved
2023-A-496-00009
Eugene Kissner
4/26/2023

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

PART 4: GENERAL PROVISIONS

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

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

PART 5: SPECIAL PROVISIONS

NON-CONFORMING CONNECTIONS: YES NO

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

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

OTHER SPECIAL PROVISIONS:

PART 6: APPEAL PROCEDURES

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

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

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

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

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

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

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



Approved
2023-A-496-00009
Eugene Kissner
4/26/2023



Approved
2023-A-496-00009
Eugene Kissner
4/26/2023



Approved
2023-A-496-00009
Eugene Kissner
4/26/2023

CFN 20210132192
OR BK 32315 PG 206
RECORDED 03/24/2021 15:12:14
Palm Beach County, Florida
AMT 5,450,000.00
DEED DOC 38,150.00
Joseph Abruzzo
Clerk
Pgs 0206-0207; (2Pgs)

Prepared by and return to:

Murdoch Weires P.L.L.C.
14 SE 4Th Street
Boca Raton, FL 33432
(561) 347-8700
File Number: 1025128

Parcel ID No. 24-43-46-28-44-000-0060

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 18th day of March, 2021 between Daniel G. McGinn and Deborah M. McGinn, whose post office address is 1842 North Hartford St, Arlington, VA 22201 of the County of Arlington, State of Virginia, grantor*, and David A. Willens, a married man, whose post office address is 2362 South Ocean Boulevard, Highland Beach, FL 33487, of the County of Palm Beach, State of Florida, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Palm Beach County, Florida, to-wit:

Lot 6, Plat No. 1, Camelot on the Atlantic, according to the map or plat thereof as recorded in Plat Book 39, Page 160, Public Records of Palm Beach County, Florida.

Together with a portion of Tracts A-2 and B-2 of said plat, more particularly described as follows:

Begin at the Northeast corner of said Lot; thence North 89°33'00" East, along the Easterly projection of the North boundary of said lot, 87.49 feet to a point on the East boundary of plat; thence South 04°01'00" West, along said East boundary, 80.24 feet to the Southeast corner of said plat; thence North 27°43'24" West, along the Easterly boundary of said lot, 50.00 feet to a point on the arc of a radially tangent curve; thence Northwesterly, along said East boundary and along the arc of said curve being concave to the Northeast, having a radius of 40.00 feet, a delta of 117°16'24", and an arc distance of 81.87 feet to the Point of Beginning.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

SUBJECT TO: zoning, restrictions, prohibitions, and other requirements imposed by governmental authority applicable to said land; restrictions and matters appearing on the plat of said land or otherwise common to the subdivision of said land, without seeking to reimpose any of same; public utility easements of record encumbering said land, without seeking to reimpose any of same; assessments and taxes for said land the year 2021 and subsequent years

File Number: 1025128

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2020.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]
Witness
Printed Name: Richard A. Murdoch

[Signature]
Daniel G. McGinn

[Signature]
Witness
Printed Name: Therese L. Piloto

[Signature]
Deborah M. McGinn

[Signature]
Witness
Printed Name: Richard A. Murdoch

[Signature]
Witness
Printed Name: Therese L. Piloto

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 17 day of March, 2021 by Daniel G. McGinn and Deborah M. McGinn who are personally known or have produced drivers' licenses as identification.

[Seal]



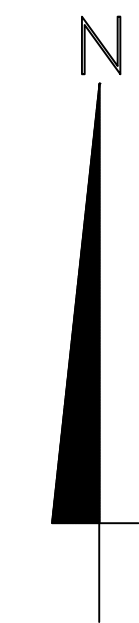
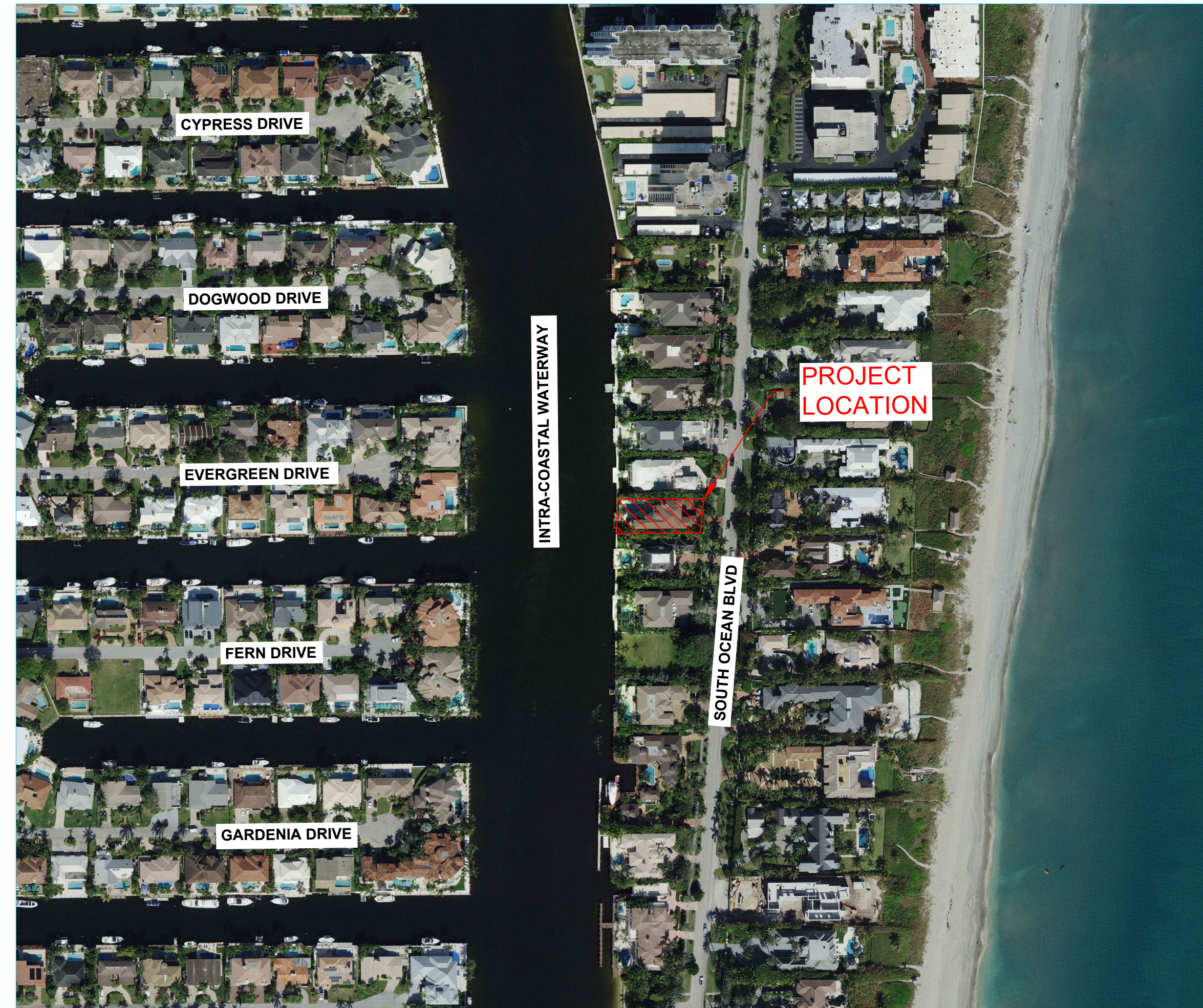
[Signature]
Notary Public
Print Name: Therese L. Piloto
My Commission Expires: _____

PRIVATE CLIENT TWO STORY HOME ADDITION AND RENOVATION

2362 SOUTH OCEAN BOULEVARD,
HIGHLAND BEACH, FL 33487

SUAREZ ENGINEERING & SURVEYING, INC.
13350 SW 131ST STREET
SUITE 103
MIAMI, FL 33186
Tel: 305.596.1799
CERTIFICATE OF AUTHORIZATION
LIC. NO.: 34996

**2362 SOUTH OCEAN BLVD
COVER SHEET**



INDEX OF SHEETS:

SHEET No.	TITLE
CS-1	COVER SHEET
PD-1	PAVING, GRADING & DRAINAGE PLAN
PD-2	PAVING, GRADING & DRAINAGE DETAILS
SWPP-1	STORMWATER POLLUTION PREVENTION PLAN

CLIENT:
PRIVATE CLIENT

PROJECT NAME:
TWO STORY HOME ADDITION AND RENOVATION

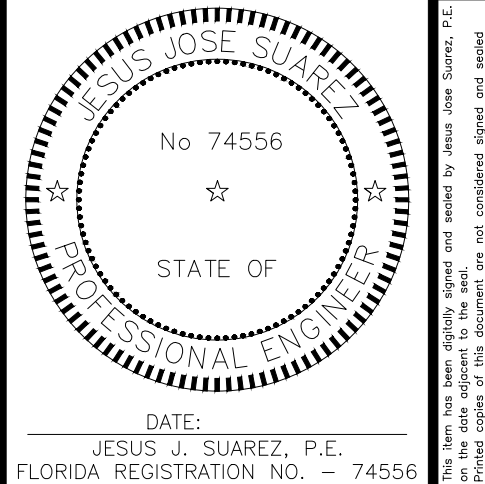
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2362 SOUTH OCEAN BLVD
HIGHLAND BEACH, FL 33487

PROJECT NUMBER:
C100-2021-60

REVISIONS		
DATE	BY	DESCRIPTION

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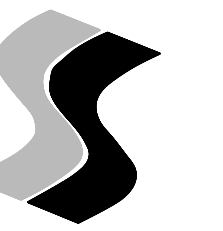
PAVING, GRADING & DRAINAGE PLANS



DATE: 10/14/2021
SCALE: AS SHOWN
DESIGNED BY: J.S.
DRAWN BY: J.S.
CHECKED BY: J.S.
FILE:
JOB No. C100-2021-60

SHEET NO.
CS-1
Approved
2023-A-496-0009
Eugene Kissner
4/28/2023

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SUAREZ ENGINEERING & SURVEYING, INC.
 13350 SW 131ST STREET
 SUITE 103
 MIAMI, FL 33186
 Tel: 305.596.1799
 CERTIFICATE OF AUTHORIZATION
 LIC. NO.: 34996

2362 SOUTH OCEAN BLVD
PAVING, GRADING & DRAINAGE PLAN

CLIENT:
 PRIVATE CLIENT

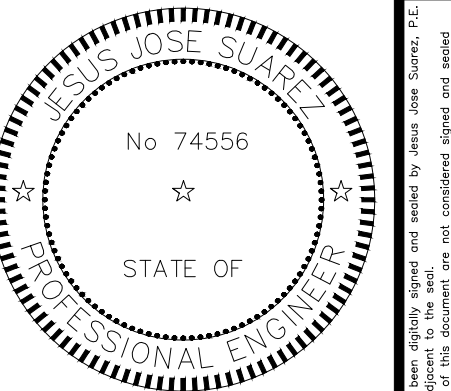
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 TWO STORY HOME ADDITION AND RENOVATION

PROJECT ADDRESS:
 2362 SOUTH OCEAN BLVD
 HIGHLAND BEACH, FL 33487

PROJECT NUMBER:
 C100-2021-60

REVISIONS

DATE	BY	DESCRIPTION



DATE: 10/14/2021
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 DESIGNED BY: J.S.
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 FILE:
 JOB No. C100-2021-60

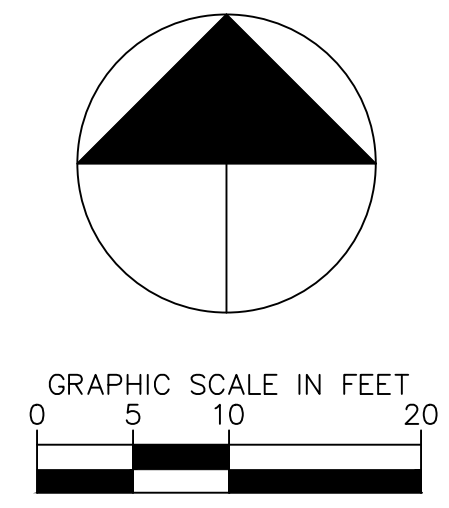
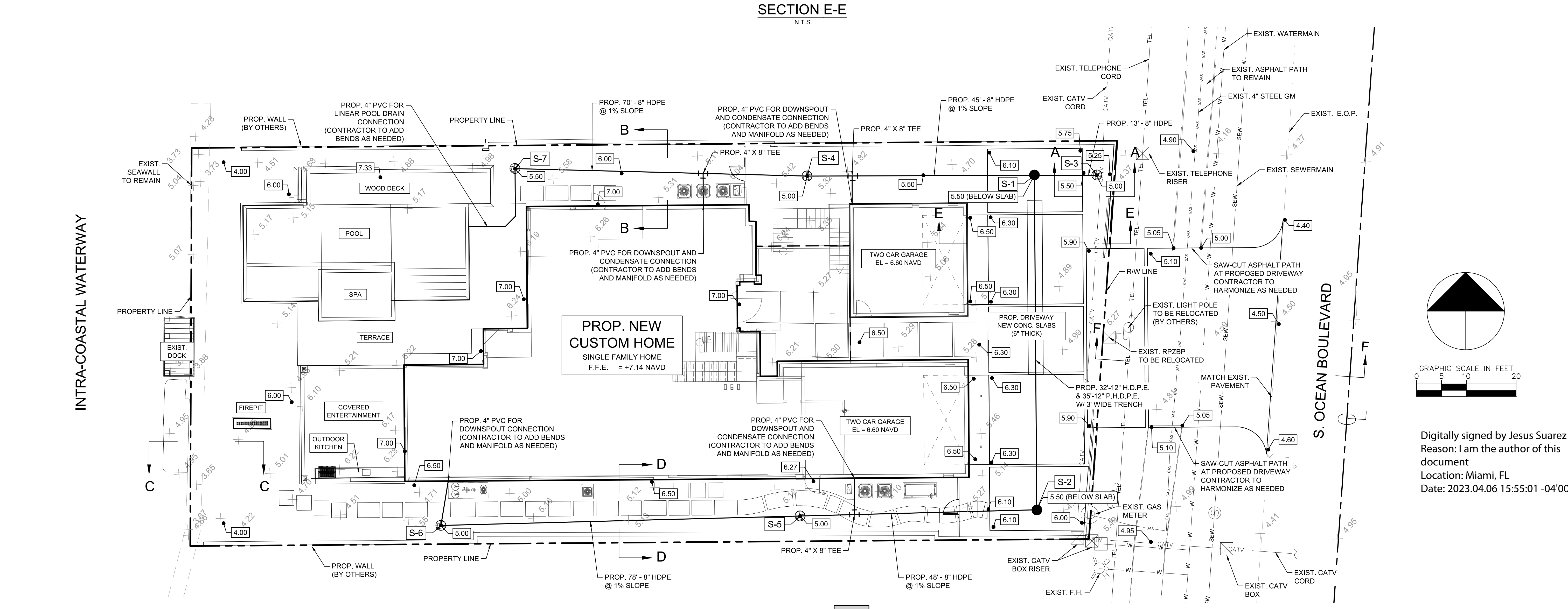
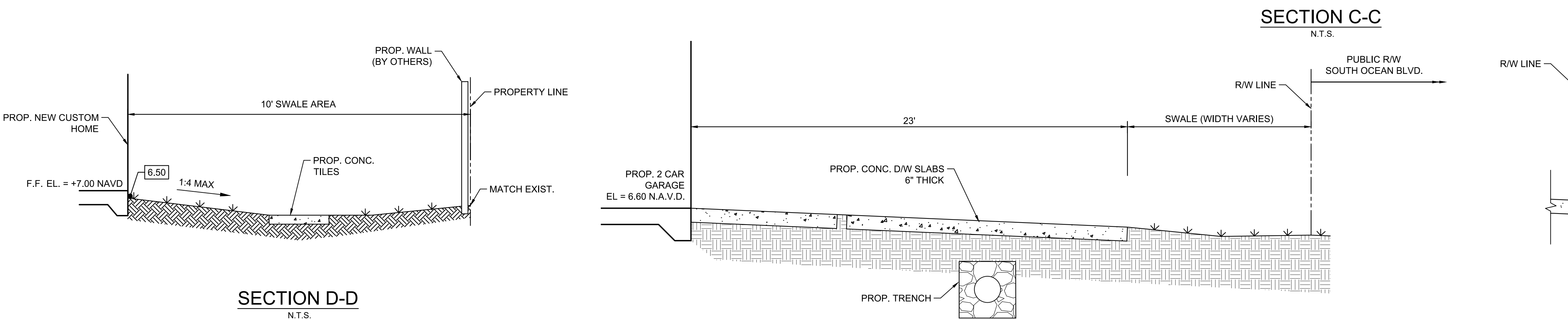
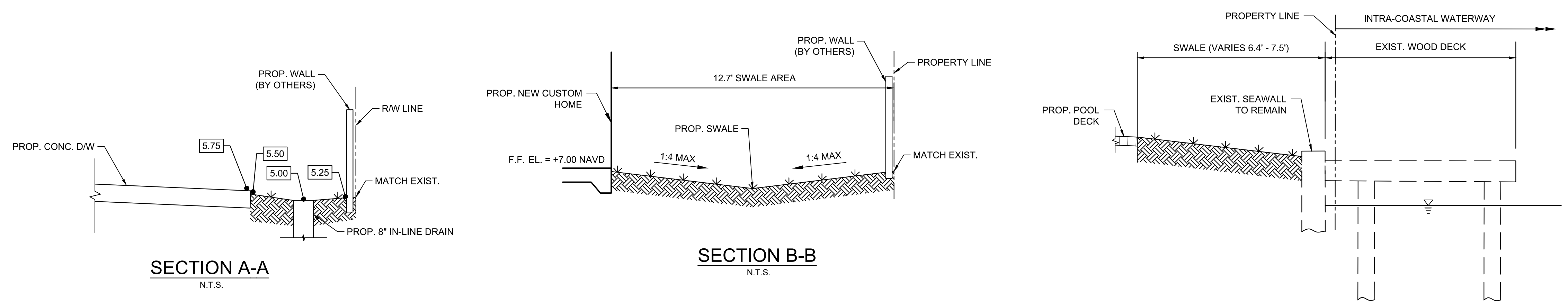
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 DRAWN BY: J.S.
 CHECKED BY: J.S.
 FILE:
 JOB No. C100-2021-60

SHEET NO.

PD-1
 2023-A-496-0009
 Eugene Kissner
 4/26/2023

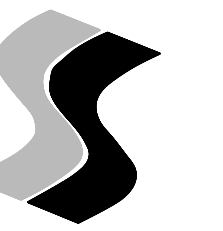
DRAINAGE STRUCTURE SCHEDULE

INLET NO.	TYPE	RIM	INVERT
S-1	12" YARD DRAIN W/ H2O LOADING SOLID LID UNDERNEATH CONCRETE SLAB	5.50 (BELOW SLAB)	2.00
S-2	12" YARD DRAIN W/ H2O LOADING SOLID LID UNDERNEATH CONCRETE SLAB	5.50 (BELOW SLAB)	2.00
S-3	8" YARD DRAIN	5.00	2.25
S-4	8" YARD DRAIN	5.00	2.45
S-5	8" YARD DRAIN	5.00	2.45
S-6	8" YARD DRAIN	5.00	3.25
S-7	8" YARD DRAIN	5.50	3.15



Digitally signed by Jesus Suarez
 Reason: I am the author of this document
 Location: Miami, FL
 Date: 2023.04.06 15:55:01 -04'00'

C:\Users\jenn\Documents\Projects\2021\2021-60-2362 South Ocean Blvd Highland Beach\CADD\PlanSheets\2021-60-PP-1-L_PPLN.dwg Apr 06, 2023 - 3:44pm JENNI



SUAREZ ENGINEERING & SURVEYING, INC.
13350 SW 131ST STREET
SUITE 103
MIAMI, FL 33186
Tel: 305.596.1799
CERTIFICATE OF AUTHORIZATION
LIC. NO. 34996

2362 SOUTH OCEAN BLVD
STORMWATER POLLUTION PREVENTION PLAN & EROSION CONTROL DETAILS

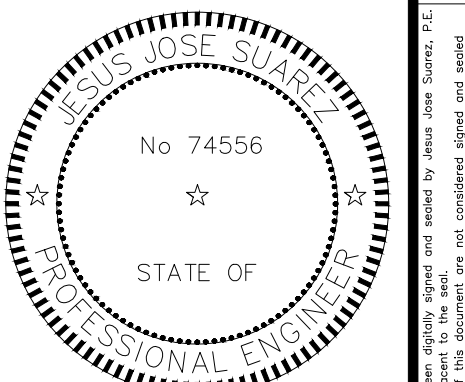
CLIENT:
PRIVATE CLIENT

PROJECT NAME:
TWO STORY HOME ADDITION AND RENOVATION

PROJECT ADDRESS:
2362 SOUTH OCEAN BLVD
HIGHLAND BEACH, FL 33487

PROJECT NUMBER:
C100-2021-60

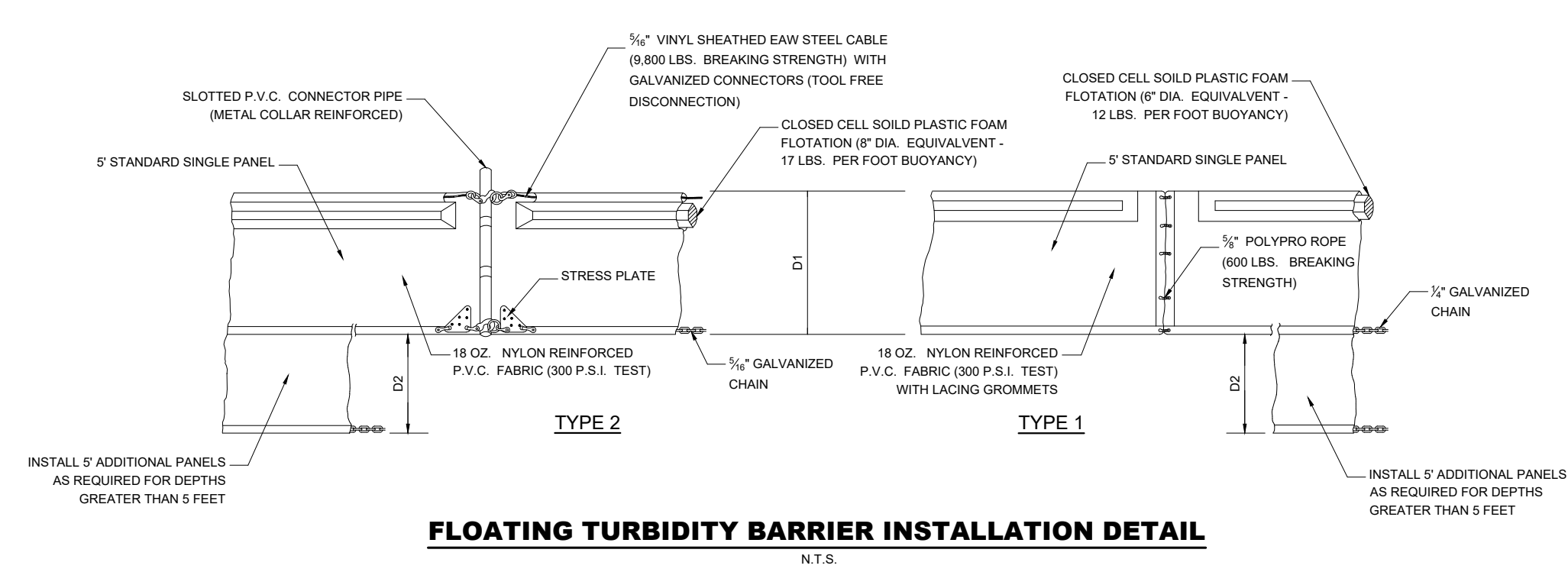
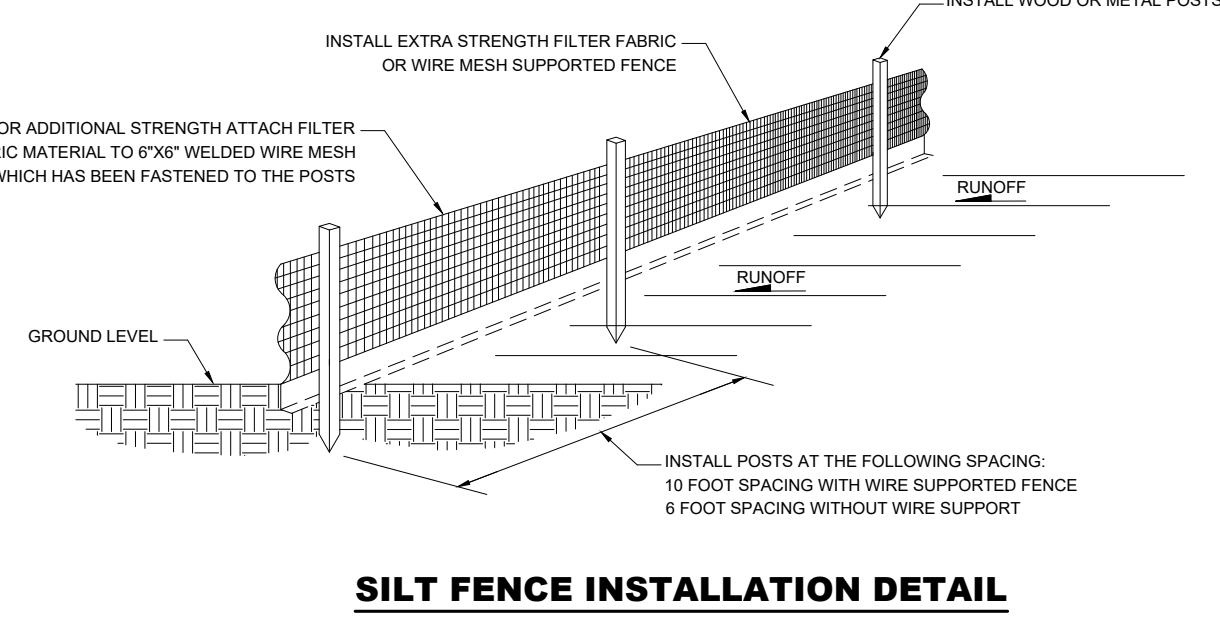
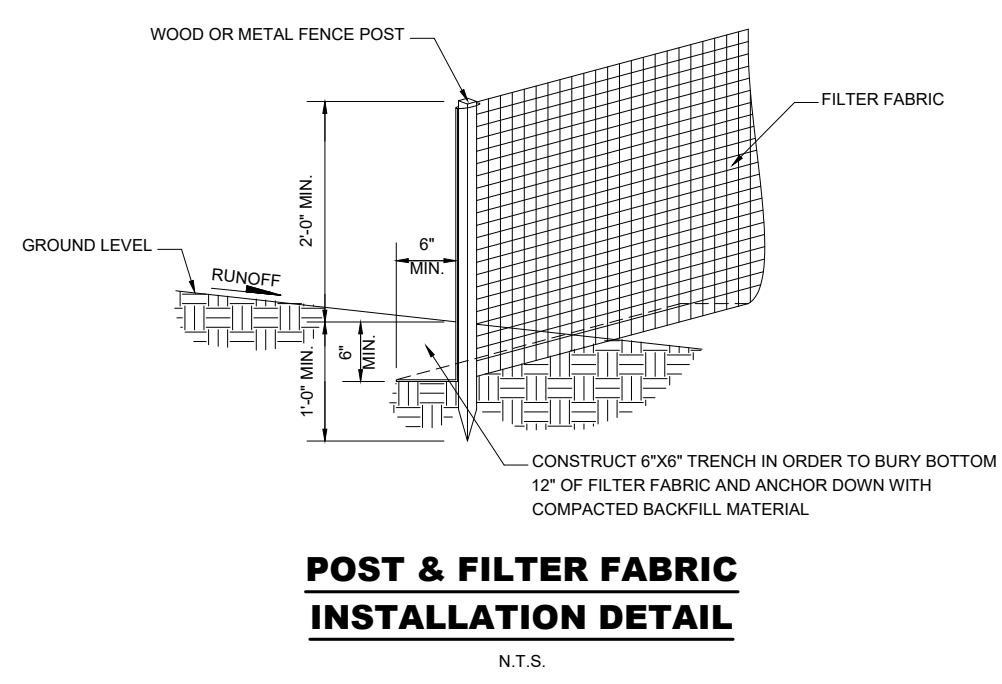
REVISIONS
DATE BY DESCRIPTION



DATE: 10/14/2021
SCALE: AS SHOWN
DESIGNED BY: J.S.
DRAWN BY: J.S.
CHECKED BY: J.S.
FILE:
JOB No. C100-2021-60

SHEET NO.
SWPP-1

Approved
2023-A-496-0009
Eugene Kissner
4/28/2023

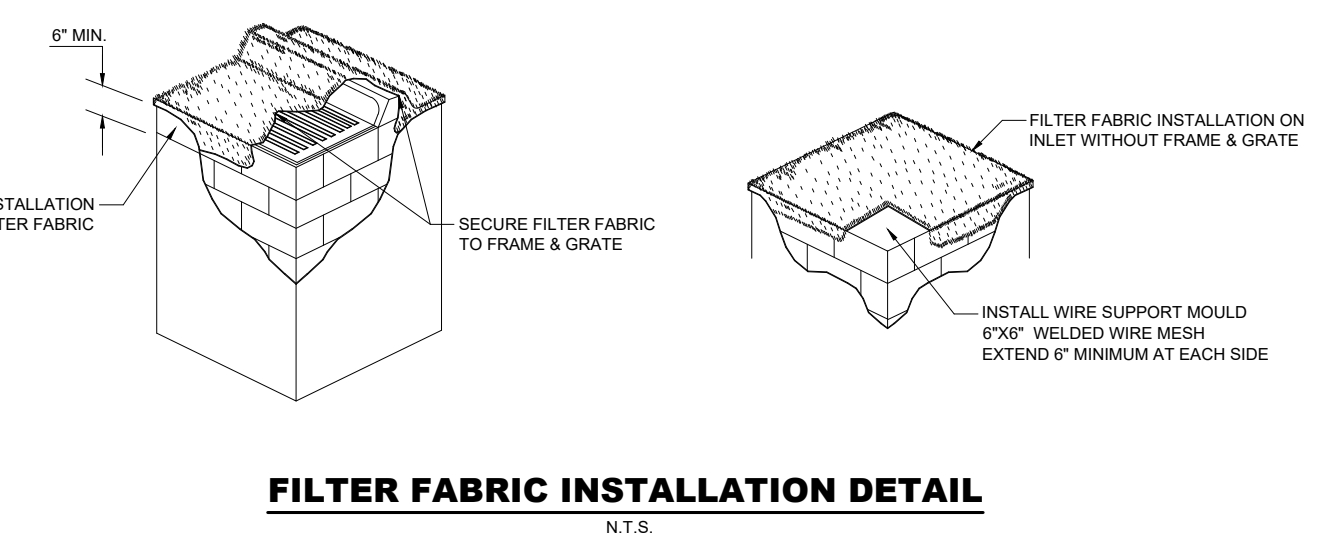


- POST & FILTER FABRIC INSTALLATION DETAIL**
1. ALL EROSION AND TURBIDITY CONTROL DEVICES AND TEMPORARY BARRIERS SHALL BE INSTALLED WITHIN THE LIMITS OF THE CONSTRUCTION AREA PRIOR TO ANY CONSTRUCTION ACTIVITIES COMMENCING.
 2. A TEMPORARY BARRIER SHALL BE INSTALLED AROUND ALL WETLAND AND/OR NATURAL PRESERVATION AREAS PRIOR TO ANY CONSTRUCTION ACTIVITIES COMMENCING. NO CONSTRUCTION VEHICLES SHALL ENDOURCH WITHIN THESE AREAS.
 3. CONTRACTOR SHALL HAVE ALL EXISTING UNDERGROUND UTILITIES LOCATED BY APPROPRIATE AGENCIES PRIOR TO INSTALLATION OF ANY EROSION AND TURBIDITY CONTROL DEVICES AND BARRIERS.
 4. DURING CONSTRUCTION ACTIVITIES, EXISTING PERIMETER NATIVE VEGETATION SHALL REMAIN IN ORDER TO ACT AS A BUFFER BETWEEN ADJACENT PROPERTIES, AND TO MINIMIZE NUISANCE DUST, NOISE, AND/OR AIR POLLUTION.
 5. PRACTICES SUCH AS SEEDING, MULCHING AND WETTING WHICH MINIMIZE AIRBORNE DUST AND PARTICULATE EMISSIONS GENERATED DURING CONSTRUCTION ACTIVITIES SHALL BE USED AS DIRECTED BY BOTH THE ENGINEER-OF-RECORD AND/OR APPLICABLE GOVERNMENTAL AGENCIES.
 6. ALL AREAS DISTRIBUTED DURING CONSTRUCTION ACTIVITIES, WHICH ARE NOT GOING TO BE PAVED OR LANDSCAPED, SHALL BE SEEDDED AND MULCHED.

POST & FILTER FABRIC INSTALLATION DETAIL

POST & FILTER FABRIC INSTALLATION DETAIL

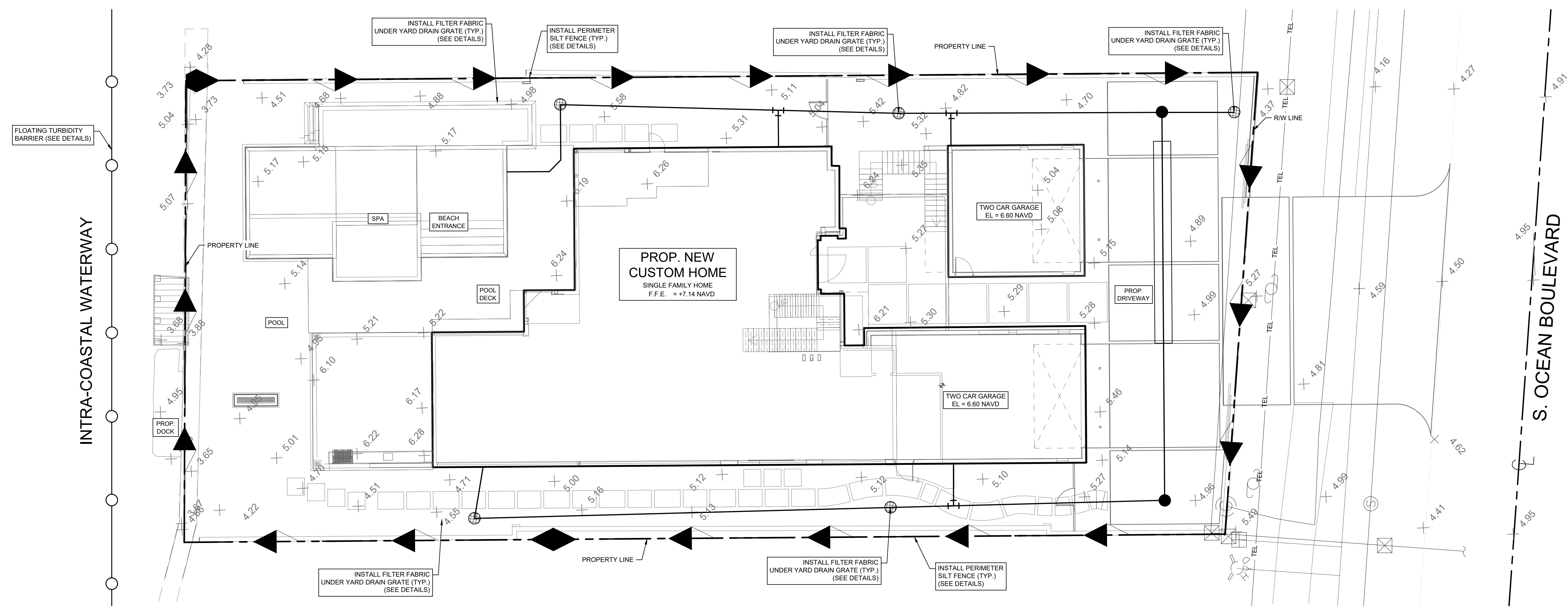
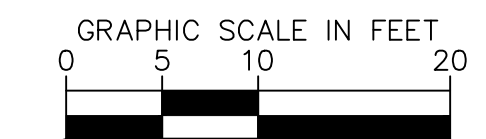
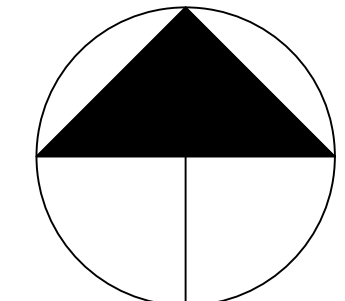
- POST & FILTER FABRIC INSTALLATION DETAIL**
1. THE HEIGHT OF THE SILT FENCE SHALL BE INSTALLED AT A MINIMUM OF 24 INCHES BUT SHALL NOT EXCEED 36 INCHES.
 2. THE FILTER FABRIC MATERIAL SHALL BE PURCHASED IN A CONTINUOUS ROLL IN ORDER TO BE ABLE TO CUT THE ENTIRE REQUIRED LENGTH IN ONE PIECE AND AVOID THE USE OF JOINTS.
 3. WHEN STANDARD STRENGTH FILTER FABRIC MATERIAL IS USED, A WELDED WIRE MESH SUPPORT SHALL BE FASTENED SECURELY TO THE UP SLOPE SIDE OF THE FENCE POSTS BY USING EITHER HEAVY DUTY WIRE STAPLES AT LEAST 1 INCH LONG, THE WIRES OR HOG RINGS. THE WIRE SHALL EXTEND INTO THE TRENCH A MINIMUM OF 2 INCHES AND SHALL NOT EXTEND MORE THAN 36 INCHES ABOVE THE ORIGINAL GROUND SURFACE.
 4. THE FILTER FABRIC MATERIAL SHALL BE EITHER STAPLED OR WIRDED TO THE FENCE POSTS AND 12 INCHES OF THE FABRIC SHALL BE EXTENDED AT THE BOTTOM INTO THE TRENCH. THE FABRIC SHALL NOT EXTEND MORE THAN 36 INCHES ABOVE THE GROUND SURFACE.
 5. A 6"x6" TRENCH SHALL BE CONSTRUCTED ALONG THE BOTTOM OF THE ENTIRE LINE OF FENCE POSTS AND UP SLOPE FROM THE BARRIER IN ORDER TO BURY THE BOTTOM 12 INCHES OF THE FILTER FABRIC MATERIAL. THE TRENCH SHALL BE BACK FILLED AND THE SOIL COMPACTED OVER THE FILTER FABRIC.
 6. THE FENCE POSTS SHALL BE INSTALLED AT A MAXIMUM OF 10 FEET APART AND DRIVEN SECURELY INTO THE GROUND FOR A MINIMUM OF 12 INCHES WHEN THE FILTER FABRIC IS USED WITHOUT WIRE MESH SUPPORT. IF WIRE SUPPORT IS USED THEN THE FENCE POSTS SHALL BE SPACED AT A MAXIMUM OF 6 FEET APART.
 7. WHEN INSTALLING TWO SILT FENCES AROUND THE PERIMETER, PLACE THE POSTS OF THE SECOND FENCE INSIDE THE POSTS OF THE FIRST FENCE. ROTATE BOTH FENCE POSTS AT A CLOCKWISE DIRECTION IN ORDER TO CREATE A TIGHT SEAL. FOLLOW ALL OTHER STANDARD INSTALLATION REQUIREMENTS.



POST & FILTER FABRIC INSTALLATION DETAIL

POST & FILTER FABRIC INSTALLATION DETAIL

- POST & FILTER FABRIC INSTALLATION DETAIL**
1. CONTRACTOR SHALL CLEAN OUT DRAINAGE INLET AND FILTER FABRIC AFTER EVERY STORM EVENT OR AS NEEDED.
 2. CONTRACTOR SHALL REPAIR AND/OR REPLACE ALL DAMAGED FILTER FABRIC WITHIN INLETS DURING CONSTRUCTION OPERATIONS.
 3. CONTRACTOR SHALL REMOVE FILTER FABRIC FROM DRAINAGE INLETS PRIOR TO STARTING FINAL PAVING OPERATIONS.





Suarez Engineering & Surveying, Inc.

April 10, 2023

Florida Department of Transportation
District Four – Palm Beach Operations Center
7900 Forest Hill Blvd
West Palm Beach, FL 33413

Project Name: 2362 S Ocean Blvd
FDOT Permit No.: **2023-A-496-00009**
Location: 2362 S Ocean Blvd, Highland Beach, FL

To Whom it May Concern:

This letter is in response to review comments received for the above referenced project. Below are our responses to comments.

COMMENT RESPONSES:

1. Can you please provide clearer grading detail to show ADA compliant path where sidewalk work needs to be redone?

Response: Please find updated sheet PD-1 now showing Section F-F, with a walkable area with max cross slope of 2%. Additional grades have also been added to the plan view.

Please feel free to contact us with any questions or comments.

Sincerely,

Jesus Suarez, P.E.
Civil Engineer
Jesus.suarez@suarezeng.net

**SPECIAL PROVISIONS/CONDITIONS
ROADWAY ACCESS PERMITS
ATTACHMENT "A"**

Permittee will provide the necessary densities in accordance with the Department's current edition of the Standard Specifications for Road & Bridge Construction prior to final acceptance by the Department.

SEE ATTACHMENT C

It is the Permittee's responsibility to obtain final acceptance of permitted work (completed) and the restoration of the Right of Way from the Department prior to usage.

All maintenance of traffic (MOT) will be in accordance with the Department's current edition of the Standard Plans (102-600 series). The Operations Engineer or his designee reserves the right to direct the removal/relocation modification of any traffic device(s) at the Permittee's sole expense.

Note:

A staff member of the Permittee/UAO shall attend all required FDOT field meetings and/or inspections.

Restricted Hours for Single Lane Closures:

9 am to 3: 30 pm & 7 pm to 6 am, Monday through Friday, (No Weekends)

Multi-Lane Closure must occur during nighttime hours only, Monday through Friday, (No Weekends) unless otherwise approved by the Local Operations Engineer or designee.

Permittee will restore the Right of Way as a minimum, to its original condition or better in accordance w/FDOT's Standard Specifications for Road & Bridge Construction or as directed by the Resident Operations Engineer.

Permittee will construct the first five (5') feet of The driveway connection adjacent to E.O.P. From the travel lane consisting of 15" limerock base on compacted subsoil and 3" of Type SP 12.5 asphalt. Grade from E.O.P. will be at 6% to the center of swale.

PERMITTEE: PLEASE NOTE:

Permittee's contractors that are performing permitted work activities shall provide the Department (Permits Office) proof of a proper State contractor's license and certificate of liability insurance prior to any commencement of permitted work.

Permittee shall coordinate all work with Louis Berger @ 1-888-238-6215, Extension 701 or email: US1-A1A-Permits@louisberger.com Coordination will include a Pre-construction meeting.

ATTACHMENT C

LCIS LANGUAGE FOR PLANNED LANE CLOSURES

Prior to any work requiring **planned lane closures, mobile operations, or traffic pacing operations** the Contractor or Permittee shall submit a request to the LCIS system. Each request will be reviewed by the appropriate Department personnel for compliance with permit requirements, and **coordination with adjacent projects or work activities**.

All lane closure approvals shall be **obtained prior** to establishing pre work meetings in the field. All submissions should be made a **minimum of 14 days prior to proposed closure date** and must be approved by the Department before work requiring the closure may begin within FDOT Right of Way.

LCIS SYSTEM

Please register all requests at <https://LCISV2.com/home> See guidelines below:

- Create new Username and Password
you will receive status updates via email which may be routed to users' **junk mail**.
- Select N/A for proposed County and City (**not set up currently**)
- Select state roadway # (**EX. SR786**)
- All attachments uploaded **shall be in PDF format only**
- Work events lasting longer than 2 weeks, should include a detailed work schedule (**PDF**)
- Select timeframe. **Time will automatically default to 5AM unless manually changed.** Select the pencil on the top right to edit work event times.
work event hours, and road closures cannot be requested for more than 7 hours per day.
- Closure locations must be detailed. (**EX. Eastbound Glades Rd at the intersection of St. Andrews BLVD.**)
- Work description shall include the following:
 1. Full FDOT permit number associated with lane closure (**Ex. 2018-H-496-0001-93001**)
 2. Type of work being performed (**EX. gas line installation or directional bore**)
 3. Contact information for Agent in field as well as Project Manager

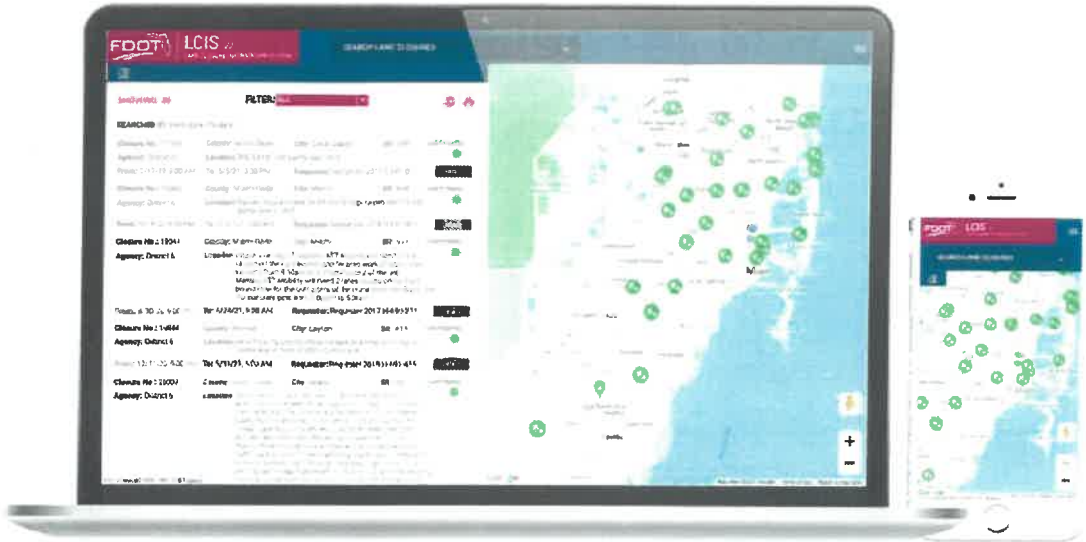
****PLEASE NOTE****

Requests are for Palm Beach County **ONLY**

Contact Carmen Beltran for questions or assistance. Email : Carmen.beltran@dot.state.fl.us Phone: (954)847-2785

May 2021

INTRODUCING THE NEW LANE CLOSURE INFORMATION SYSTEM (LCISv2)



The Traffic Operations team is pleased to announce the soft launch of LCISv2 (Beta 2.1), improving the system used so far. Please note that the system is still under test and there are many closures used as a test mode.

VISIT LCISv2

TO START USING THE SYSTEM FOLLOW THE STEPS BELOW:

STEP 1

In your browser visit: <https://LCISv2.com>, then click on "Register" at top right, to register. Please use a real email address.

STEP 2

Then, to create a request, click on "New Request", complete the required fields and submit your request. Note that to submit your request, you need to select who will be your first Reviewer. The system will send you a confirmation to your email address.

STEP 3

After receiving the email confirmation, you can check the status of your request by clicking on the "Dashboard". Here you will be able to see all the closures related to your user.

Note that without logging into the system, you can view all closures that have already been approved by our office.

FOR QUESTIONS OR COMMENTS, PLEASE CONTACT:

✉ Alejandro Diaz, Sr. Software Engineer & System Administrator
Alejandro.Diaz@dot.state.fl.us

✉ Saud Khan, District Six Maintenance of Traffic Specialist
Saud.Khan@dot.state.fl.us

Approved
2023-A-496-00009
Eugene Kissner
4/26/2023

NON-UTILITY WORK PERMITS

(a) DOCUMENTS REQUIRED PRIOR TO A PRE-CON MEETING:

****UPLOAD INTO OSP - Pdf Format; 1 pdf file combine All please**

- Certificate of Liability Insurance naming FDOT as the Certificate Holder with our address as follows:

Fla. Dept. of Transportation
Palm Beach Operations Center
7900 Forest Hill Blvd. West Palm Beach, FL 33413

* Be sure to enter the entire Permit number in the Description of Operations Section
*Example: 2014-H-496-0188-93060_** *Must be typed in by Liability Company; handwritten will not be accepted.* Also, please include the **Additionally Insured** rider pages.

- All Contractor's / Sub Contractor's Licenses
- All Contractor's / Sub Contractor's Local Business Tax Receipt
- Contractor's Work Site Safety Supervisor's Advanced MOT Certificate - with his/her email address and a 24/7 contact number attached to the certificate.

(b) DOCUMENTS REQUIRED PRIOR TO FINAL INSPECTION:

****UPLOAD INTO OSP - Pdf Format; 1 pdf file combined for all docs, except the As Built & Certification Letter please submit these two docs separately.**

(*As Applicable to Your Permit *)

- Permit Final Inspection Certification Letter
- Request for Final Inspection Letter
- Directional Bore Logs
- Density Reports
- As Built Plans (w/Plan & Section Views for ALL Bores)
- Producers Certification for Concrete CL I NS 2500 psi (sidewalk, curb & gutter, ditch pavement & traffic separator)
- Asphalt Tickets
*Include SP & FC types/thickness used on Excavation Restoration and Milled & Resurfaced area.

*****OSP WEB URL: <https://osp.fdot.gov>*****

***NOTE:** As mandated by our Legal Department; All Contractors/Sub Contractors working within or adjacent to the Department's Right of Way must furnish a Certificate of Liability Insurance naming the Department as the Certificate Holder, as well as on the Additionally Insured Rider policy (in accordance with FDOT Standard Specifications Section 7).

We also need their License & Local Business Tax Receipt and their MOT Cert unless MOT is being done by the Prime Contractor.

If you have any further concerns, please do not hesitate to contact us at your earliest convenience.

Eugene Kissner-Permits Manager

Approved
2023-A-496-00009
Eugene Kissner
4/26/2023

File Attachments for Item:

C. Approve and authorize the Mayor to execute an Equipment Lease-Purchase Agreement with Motorola Solutions, Inc. in an amount not to exceed \$294,016.00 for 23 portable radios for the Police Department.



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Commission Meeting
MEETING DATE December 19, 2023
SUBMITTED BY: Chief Craig Hartmann
SUBJECT: Police Radio Lease Purchase Agreement

SUMMARY:

The Police Department is in need of replacing our police radios as they approach the “end-of-life” cycle. Surrounding local police agencies have either already replaced this model radio or are scheduled to do so this coming year. The urgency to move forward with the replacement mid-budget cycle is due to the progressive degradation of the radio signal. The officers in the field have experienced an increase of “dead spots” throughout the town during the course of their shifts. What this means is that at times, officers are unable to transmit and/or are unable to receive transmissions and this has created serious officer safety concerns.

Through more than a year long series of research and testing and working with Motorola, it was determined that with the proposed radio model specifications, the reception and transmission issues would be eliminated.

This Lease Purchase Agreement has been reviewed for legal sufficiency by the Town Attorney’s Office.

FISCAL IMPACT:

Motorola is the sole source provider for our police radios and the agreement provides for 23 portable radios, for a total cost of \$ 294,016.00. The agreement will take effect with no cost until the first payment is due in January of 2025 and will not impact the current budget. Options in this agreement allow the Town to determine the payment terms of the lease agreement and encompasses all the necessary start-up costs, hardware, software, and warranties.

ATTACHMENTS:

Motorola Lease Purchase Agreement, Sole Source Letter

RECOMMENDATION:

Staff recommends approval of the Motorola Lease Purchase Agreement and waive the bid process in accordance with policy.

HIGHLAND BEACH POLICE DEPARTMENT
3614 S OCEAN BLVD
HIGHLAND BEACH, FL 33487



December 6, 2023

To: Motorola Solutions, Inc. ("Motorola")
500 W. Monroe St.
Chicago, IL 60661

Re: **HIGHLAND BEACH PD - APX NEXT FLEET REPLACEMENT**

Contract Name / Number: **NASPO 00318**

Motorola Lease #: **Municipal Lease Purchase Agreement #25489**

Proposal / Quote Ref & (required): **Town of Highland Beach Quote #2342553**

The **HIGHLAND BEACH POLICE DEPARTMENT** will not issue a purchase order for this purchase. This Notice to Proceed (NTP) serves as authorization for Motorola Solutions to place an order and invoice for the communication equipment and services as referenced on the Proposal / Quote for the purchase price of \$294,016.00. The Purchase will be paid with \$231,180.00 from the disbursements from Motorola Lease Purchase Agreement and the remaining **\$62,836.00** paid, as invoiced, for outyears of services. The terms and conditions of the above referenced master contract and Motorola Lease Financing agreement will guide this purchase.

Title and Risk of Loss to Equipment shall pass to Customer upon shipment from Motorola. Unless otherwise agreed by the parties in writing, shipment will be made in a manner determined by Motorola. This NTP will take precedence with respect to conflicting or ambiguous terms.

Customer affirms that execution of this Agreement is the only Notice to Proceed that Motorola will receive for the term of this Agreement. Customer will not issue a purchase order or other funding documentation in order to pay Motorola per this Agreement. Customer affirms funding has been encumbered for this order in accordance with applicable law and will pay all proper invoices as received from Motorola solely against this Agreement.

Unless otherwise agreed upon in writing, invoices will be billed based on equipment shipped, services rendered, and standard payment terms. Outyears of services shall be invoiced annually in advance of each year. Once billed, invoices shall be sent and emailed to the Customer at the following address: HIGHLAND BEACH POLICE DEPARTMENT, 3614 S OCEAN BLVD, HIGHLAND BEACH, FL 33487

Invoices should reference: **Town of Highland Beach Quote #2342553**

The equipment will be shipped to the Customer at the following address: HIGHLAND BEACH POLICE DEPARTMENT, 3614 S OCEAN BLVD, HIGHLAND BEACH, FL 33487

The ultimate destination address (if different from the ship to above) where the equipment will be delivered to Customer is: HIGHLAND BEACH POLICE DEPARTMENT, 3614 S OCEAN BLVD, HIGHLAND BEACH, FL 33487

Customer may change shipment information by giving written or electronic notice to Motorola.

If you have any questions regarding this order, please feel free to contact George Nassif - Account Executive at Motorola Solutions (954) 605-8196, or Jeff Moser - Manufacturer's Representative at EMCI (561) 323-8968.

Sincerely yours,

By: _____
Craig Hartmann, Chief of Police Town of Highland Beach

Date: _____



December 11, 2023

TOWN OF HIGHLAND BEACH

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the radio equipment to be lease purchased from Motorola Solutions Inc. The interest rate and payment streams outlined in Equipment Lease Purchase Agreement #25489 are valid for contracts that are executed and returned on or before **December 27, 2023**. After **12/27/23**, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Once complete, a set with **ORIGINAL "wet" signatures** should be returned to me at the address below:

Motorola Solutions Credit Company LLC
Attn: Sam Gainer / 44th Floor
500 W. Monroe
Chicago, IL 60661

Should you have any questions, please contact me at 201-605-7206.

Thank You,

MOTOROLA SOLUTIONS CREDIT COMPANY LLC
Sam Gainer

LESSEE FACT SHEET

Please help Motorola Solutions Inc. provide excellent billing service by providing the following information:

1. Complete **Billing** Address TOWN OF HIGHLAND BEACH

Attention: _____

Phone: _____

2. Lessee County Location: _____

3. Federal Tax I.D. Number _____

4. Purchase Order Number to be referenced on invoice (if necessary) or other “descriptions” that may assist in determining the applicable cost center or department: _____

5. Equipment description that you would like to appear on your invoicing: _____

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address _____

E-mail: _____

Phone: _____

Fax: _____

7. Payment remit to address: **Motorola Solutions Credit Company LLC
P.O. Box 71132
Chicago IL 60694-1132**

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 25489

LESSEE:

TOWN OF HIGHLAND BEACH

3614 S Ocean Boulevard
Highland Beach, FL 33487

LESSOR:

Motorola Solutions, Inc.

500 W. Monroe
Chicago, IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment, software, upgrades of same, extended warranties and other support, and other personal property described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on the Commencement Date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term. Lessee will seek funding each year as part of its budget process. It is Lessee's intent to make Lease Payment for the full Lease Term if funds are legally available therefore and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

Lessee's obligation to make Lease Payments and to pay any other amounts payable under this Lease constitutes a current obligation payable only to the extent permitted by law and exclusively from legally available funds and shall not be construed to be an indebtedness within the meaning of any applicable constitutional or statutory limitation or requirement. Lessee has not pledged and will not pledge its full faith and credit or its taxing power to pay any Lease Payments or any other amounts under this Lease. Neither Lessor nor any Assignee (described below) may compel the levy of any ad valorem taxes by Lessee to pay Lease Payments or any other amounts under this Lease.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request)

whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

4. REPRESENTATIONS AND WARRANTIES. Lessee acknowledges that the Equipment leased hereunder is being manufactured and installed by Motorola Solutions, Inc. pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, in the event the funds appropriated by Lessee's governing body or otherwise available by any means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessor may request by written notice that Lessee promptly deliver the Equipment to Lessor or its Assignee. In the event that Lessee agrees to deliver the Equipment to Lessor, Lessee agrees to transfer title to and deliver possession of the Equipment in accordance with Section 17.1 of this Lease. In the event that Lessee does not return the Equipment to Lessor, Lessor may proceed by appropriate court action or actions, either at law or in equity, to recover damages.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payments to be or

become includible in gross income for Federal income taxation purposes under the Code; (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term; and (x) Lessee agrees that the Equipment shall be and remain personal property notwithstanding the manner in which the same may be attached or affixed to realty, and Lessee shall do all acts and enter into all agreements necessary to insure that the Equipment remains personal property.

Lessee represents, covenants and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all public bidding requirements where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be subject to the limitations set forth in Sections 2 and 5 hereof.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT. During the Lease Term, title to the Equipment will vest in Lessee and Lessor will have no security interest therein. Notwithstanding the obligations of Lessee to pay the Lease Payments, this Lease shall not result in the creation of any lien, charge, security interest or other encumbrance upon the Equipment and Lessor shall have no right to involuntarily dispossess Lessee of the use and enjoyment of or title to the Equipment.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or

hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of : (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assignee as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assignee as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) request by written notice that Lessee promptly deliver the Equipment to Lessor or its Assignee; and (iii) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. If Lessor terminates this Lease and receives possession of the Equipment, Lessor may sell or lease the Equipment or sublease it for the account of Lessee. If the proceeds of such sale, lease or sublease are not sufficient to pay the balance of any Lease Payments or other amounts owed by Lessee under the Lease, Lessor may pursue such other remedies as are available at law or in equity to collect the balance of such Lease Payments or other amounts from Lessee's legally available funds. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

17.1. RETURN OF THE EQUIPMENT. In the event that Lessee determines to return the Equipment to Lessor or its Assignee pursuant to Section 5 or 17 hereof, Lessee agrees to transfer title to and deliver possession of the Equipment in the condition hereafter required by preparing and appropriately protecting the Equipment for shipment and, at Lessor's option, (i) surrendering the Equipment to Lessor at the Equipment Location specified in Schedule A hereto, or (ii) loading the Equipment on board such carrier as Lessor shall

specify and shipping the same, freight collect, to Lessor at the place designated by Lessor. In the event of any such delivery of the Equipment to Lessor, Lessee shall execute and deliver such documents as may reasonably be required to transfer title to and possession of the Equipment to Lessor, free and clear of all liens to which the Equipment has become subject.

Upon such delivery of the Equipment to Lessor, if the Equipment is damaged or otherwise made less suitable for the purposes for which it was manufactured than when delivered to Lessee (reasonable wear and tear excepted), Lessee agrees, at its option, to: (a) repair or restore such Equipment to the same condition in which it was received by Lessee (reasonable wear and tear excepted) and, at its expense, promptly return such Equipment to Lessor (or to a location identified in a written notice to Lessee) or (b) pay to Lessor the actual cost of such repair, restoration and return.

There is no intent to create under any provision of this Lease a right in Lessor to involuntarily dispossess Lessee of the legal title to or the use of the Equipment. Lessor hereby irrevocably waives any right to specific performance of any covenant of Lessee to transfer legal title to and return possession of the Equipment.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment Dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment (other than any intellectual property rights in the software comprising part of the Equipment) to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

18.1 PARTIAL PAYMENT/PURCHASE OPTION – GRANT FUNDING. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to make a partial payment against the Lease one time per calendar year at an amount no less than \$175,000.00 SO LONG AS SUCH PAYMENT IS BEING MADE FROM A FEDERAL GRANT FUNDING AWARD and upon Lessor's request, Lessee will provide Lessor certification of such. Application of said payment shall first be applied to accrued interest with the remainder going against the principal. Should Lessee make such payment, all remaining Lease Payments will be adjusted accordingly over the remainder of the Lease Term and Lessor shall provide to Lessee a revised Schedule B. Any reduction in outstanding principal can be viewed as the Lessee obtaining a greater equity position in the Lease subject to Lessor's rights pursuant to the other terms of this Lease.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Bank Qualified Statement, Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of this Lease, which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof. To the extent permitted by applicable law, Lessee and Lessor hereby waive any provision of law that prohibits or renders unenforceable any provision of this Lease in any respect.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, either electronically or manually, all of which shall constitute but one and the same instrument. Lessor reserves the right to request receipt of a manually-executed counterpart from Lessee. Lessor and Lessee agree that the only original counterpart for purposes of perfection by possession shall be the original counterpart manually executed by Lessor and identified as "Original", regardless of whether Lessee's execution or delivery of said counterpart is done manually or electronically.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 29th day of December, 2023.

LESSEE:
TOWN OF HIGHLAND BEACH

LESSOR:
MOTOROLA SOLUTIONS, INC.

By: _____

By: _____

Print Name: _____

Title: _____

Title: _____

CERTIFICATE OF INCUMBENCY

I, _____ do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)

appointed and acting Secretary or Clerk of the TOWN OF HIGHLAND BEACH , an entity duly organized and existing under the laws of the **State of Florida**, that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **25489** , between TOWN OF HIGHLAND BEACH and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of TOWN OF HIGHLAND BEACH , hereto this

_____ day of _____, 2023.

By: _____

(Signature of Secretary/Clerk)

SEAL

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement 25489 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (iii) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

Attorney for TOWN OF HIGHLAND BEACH

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

**Schedule A 25489
Lease Number:**

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **25489** ("Lease"), between MOTOROLA SOLUTIONS INC. ("Lessor") and TOWN OF HIGHLAND BEACH ("Lessee").

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location: FL	

**Initial Term: 61 Months Commencement Date: 12/29/2023
First Payment Due Date: 1/1/2025**

5 consecutive annual payments as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

Lessee: TOWN OF HIGHLAND BEACH

Schedule B (Lease #25489)

Town of Highland Beach

Compound Period: Annual

Nominal Annual Rate: 6.230%

	Event	Date	Amount	Number	Period	End Date
1	Loan	12/29/2023	\$231,180.20	1		
2	Payment	1/1/2025	\$55,253.85	5	Annual	1/1/2029

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	12/29/2023				\$231,180.20
1	1/1/2025	\$55,253.85	\$14,530.02	\$40,723.83	\$190,456.37
2	1/1/2026	\$55,253.85	\$11,865.43	\$43,388.42	\$147,067.95
3	1/1/2027	\$55,253.85	\$9,162.33	\$46,091.52	\$100,976.43
4	1/1/2028	\$55,253.85	\$6,290.83	\$48,963.02	\$52,013.41
5	1/1/2029	\$55,253.85	\$3,240.44	\$52,013.41	0.00
Grand Totals		\$276,269.25	\$45,089.05	\$231,180.20	

INITIAL INSURANCE REQUIREMENT: \$231,180.20

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **25489** to that Equipment Lease Purchase Agreement number **25489** will be maintained by **TOWN OF HIGHLAND BEACH** as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

Name of insurance provider

Address of insurance provider

City, State and Zip Code

Phone number of local insurance provider

E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **25489** , **TOWN OF HIGHLAND BEACH** , hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

Certificate shall include the following:

Description: All Equipment listed on Schedule A number 25489 to that Equipment Lease Purchase Agreement number 25489 . Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 25489 and list any deductibles.

Certificate Holder:

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee
500 W Monroe
Chicago, IL 60661

If self insured, contact Motorola representative for template of self insurance letter.

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS (# 25489)

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, **please address the following questions** by completing this form or by sending a separate letter:

- 1.** What is the specific use of the equipment?

- 2.** Why is the equipment essential to the operation of **TOWN OF HIGHLAND BEACH** ?

- 3.** Does the equipment replace existing equipment?
If so, why is the replacement being made?

- 4.** Is there a specific cost justification for the new equipment?
If yes, please attach outline of justification.

- 5.** What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

General Fund
- Have dollars already been appropriated for the Lease Payment? Yes -or- No
- If yes, for what fiscal year(s) have appropriations been made? _____

Combination of Federal Grant funding supplemented by General Revenues
- What fiscal year(s) is expected to be funded via federal grants: _____
- What fiscal year(s) is expected to be funded via general revenues: _____
- Have these general revenues already been appropriated for the Lease Payment(s)? Yes -or- No

Other (please describe): _____

CERTIFIED LESSEE RESOLUTION (Lease# 25489)

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease) ***held on or before the execution date of the Lease***, the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

1. Determination of Need. The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between TOWN OF HIGHLAND BEACH (Lessee) and Motorola Solutions, Inc. (Lessor).

2. Approval and Authorization. The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.

3. Adoption of Resolution. The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

Bank Qualified Statement (Lease# 25489)

LESSEE CERTIFIES THAT IT (circle one) HAS or HAS NOT

DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE AND IF THE LESSEE HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION, IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED \$10,000,000.

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below (“Equipment”) and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 25489

Lease Schedule A No. : 25489

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 25489 . See Schedule A for a detailed Equipment List.

LESSEE:

TOWN OF HIGHLAND BEACH

By: _____

Date: _____

December 13, 2023

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

Dear Chief Hartmann,

Motorola Solutions Mission Critical Public Safety grade radio equipment, such as the APX NEXT smart radio, which is used by the Palm Beach County Public Safety P25 communication system, is available only through the Motorola Account Executive team or the authorized Manufacturers' Representative for Motorola in Palm Beach County, EMCI Wireless. No other distribution channel is authorized to distribute this equipment.

Motorola Solutions is the only manufacturer that can provide a P25 land mobile radio that utilizes Smart Applications seamlessly on an ASTRO 25 radio system thus the only manufacturer that can provide the following benefits and features:

- Smart Connect which is seamless and automatic roaming from ASTRO 25 to broadband (LTE and/or Wi-Fi) without user interaction to supplement P25 coverage (ie outside coverage area and in building coverage)
- GPS and Wi-Fi enabled indoor location enhancement
- Broadband enabled Smart Programming download without any P25 voice interruptions

The Town of Highland Beach can take advantage of the negotiated NASPO (contract number: 00318) contract and its unique benefits as a purchasing vehicle.

Should you need additional information or have any questions, please feel free to contact me directly at (954) 605-8196. Your continued interest in Motorola products and services is greatly appreciated.

Sincerely,

George Nassif

George Nassif
Account Executive
Motorola Solutions, Inc.
M. (954) 605-8196
E. george.nassif@motorolasolutions.com

File Attachments for Item:

D. Approve and authorize Town staff to purchase the Bunker Gear from Bennett Fire Products Co., Inc. in the amount of \$98,530.04 for the Fire Rescue Department (In accordance with Lake County Contract 22-730B).



TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting
MEETING DATE 12/19/23
SUBMITTED BY: Fire Rescue Department
SUBJECT: Piggyback Procurement –Globe Bunker Gear

SUMMARY:

The GXcel Jacket and GPS pants are a cutting-edge personal protective equipment ensemble that offers crucial protection against the inherent risks of firefighting. This gear consists of multiple layers that function as a robust barrier against thermal energy to reduce the risk of burns and other injuries.

Globe bunker gear is engineered with cutting-edge materials and thermal barriers. The gear features advanced flame-resistant fabrics that shield firefighters from high heat and flames. It also facilitates breathability to prevent overheating during strenuous activities. This gear empowers firefighters to face the toughest conditions with confidence and resilience.

A quote to supply the Globe Bunker Gear was provided by Bennett Fire Products Co, Inc. in accordance with Lake County Contract, FL, Contract No. 22-730B.

FISCAL IMPACT:

\$98,530.04 budgeted in account 001-522.000-564.000 (Machinery and Equipment)

ATTACHMENTS:

Quote for Globe Bunker Gear
Lake County Contract 22-730B

RECOMMENDATION:

Approve and authorize the purchase of the Bunker Gear in accordance with Lake County Contract 22-730B to guarantee timely delivery within the 90–120-day lead time.

E Quotation
Bennett Fire Products Co., Inc.



December 12, 2023

www.BennettFireProducts.com

Highland Beach Fire Rescue
Attn: Asst. Chief McCarthy
3614 S. Ocean Blvd.
Highland Beach, FL 33487

This price quote is valid until December 29th, 2023.

*Discounts in reference to Lake County, FL Contract 22-730B, expires July 31st 2025.
Contract may be viewed in its entirety at www.lakecountyfl.gov. To find information
regarding this contract, follow the instructions below.*

Globe GXcel Jacket per HBFR custom specifications (Flex 7/Titanium
SL2i/Stedair 4000)

Retail Price - \$3,852.00 per jacket

Lake County Price (44% discount) - \$2,157.12 per jacket

Highland Beach Price - \$1,964.52 per jacket

28 jackets @ \$1,964.52 per jacket - \$55,006.56 total

Globe GPS Pant per HBFR custom specifications (Flex 7/Titanium SL2i/Stedair
4000)

Retail Price - \$3,047.85 per pant

Lake County Price (44% discount) - \$1,706.80 per pant

Highland Beach Price - \$1,554.41 per pant

28 pants @ \$1,554.41 per pant - \$43,523.48 total

Total for your order - \$98,530.04

FOB Highland Beach, FL Prices include shipping charges

Terms: net 30 days, **payment by check only** with Lake County extended discount
provided

Delivery: Globe Custom Gear 90-120 days – at time of quotation, after receipt of order

Thanks for giving us the opportunity to serve you!

Josh Vandegrift, 404-747-2868, jvandegrift.bennettfire@gmail.com

Bennett Fire Products Co., Inc.
P.O. Box 2458
Woodstock, GA 30188

www.bennettfireproducts.com

Instructions for downloading Lake County/Bennett Fire Products Company contract information: Visit the website www.lakecountyfl.gov.

1. View the left hand column, click on “Doing Business with Lake County”. 2. View the left hand column, click on “View Term and Supplier Agreements”. 3. Under the Search for Contracts space, type **Bennett Fire** 4. Contract 22-730B will appear and the full contract or parts can be downloaded.

If you have trouble finding the information you need regarding this contract, or if you need additional information, please contact Danny Bennett at bennettfire@att.net or 770/402-9910.



CONTRACT NO. 22-730B

For

Fire Equipment, Supplies, and Services

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

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

ATTACHMENTS:

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

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

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

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

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

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

LAKE COUNTY, FLORIDA


By: Gretchen Bechtel, CPPB

Contracting Officer II

Date: 7/26/2022

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



REAL FLORIDA • REAL CLOSE
Office of Procurement Services

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

SOLICITATION: Fire Equipment, Supplies, and Services

04/12/2022

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

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

QUESTIONS/RESPONSES

- Q1. Section 5.0 Method of Award - Is it the County's intention to award to multiple vendors as they have done in the past?
- R1. Per Section 5.0 Method of Award; The County reserves the right to make awards on a lowest price basis by individual item, group of items, all or none, or a combination; with one or more Vendors**
- Q2. Section 3.0 Delivery Requirements and Acceptance – bid calls for delivery of all products within 10 calendar days. For items in stock this is possible, but for items on order the delivery time will vary by product and brand. The delivery time can be given when a quote is requested.
- R2. Per Section 3.0 Delivery Requirements and Acceptance Section 3.5.1 Back order may be cancelled after the shipment period has lapsed. Cancellation of orders are at the discretion of the County.**
- Q3. Certain manufacturers are now including a significant surcharge to our cost which is in addition to the list price. For the county to purchase these brands off this contract, a surcharge will need to be allowed.
- R3. The solicitation provides for percent off list price. Cost shall be in accordance with contract pricing. Any additional fees shall be borne of the vendor.**

ACKNOWLEDGEMENT

Firm Name: Bennett Fire Products Company, Inc.

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

Signature of Legal Representative Submitting this Bid: *Richard Danny Bennett*

Date: 4/26/2022

ADDENDUM NO. #2

22-730

Print Name: Richard Danny Bennett

Title: President

Primary E-mail Address: bennettfire@att.net

Secondary E-mail Address: bennettfireweb@gmail.com



Office of Procurement Services

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

SOLICITATION: Fire Equipment, Supplies, and Services

03/28/2022

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

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

QUESTIONS/RESPONSES

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

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

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

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

ACKNOWLEDGEMENT

Firm Name: Bennett Fire Products Company, Inc.

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

Signature of Legal Representative Submitting this Bid: *Richard Danny Bennett*

Date: 4/25/2022

Print Name: Richard Danny Bennett

Title: President

Primary E-mail Address: bennettfire@att.net

Secondary E-mail Address: bennettfireweb@gmail.com

FIRE EQUIPMENT, SUPPLIES, AND SERVICES

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

1. SCOPE OF SERVICES

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

2. CONTRACTOR'S RESPONSIBILITIES

Contractor shall:

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

3. DELIVERY REQUIREMENTS AND ACCEPTANCE

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

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

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

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

4. REBATES AND SPECIAL PROMOTIONS

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

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

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

5. REPAIR SERVICES

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

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

5.3. Contractor shall be factory certified to service equipment.

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

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

5.5.1. The estimate shall be itemized and include:

5.5.1.1. Anticipated start date and completion date.

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

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

5.5.1.4. Lump sum estimates are not acceptable.

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

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

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

6. TRAINING

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

6.1.1. Manuals shall be included with equipment upon delivery.

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6.1.2. Manuals may be electronic.

7. WARRANTY REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

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

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

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

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

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

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

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

1.0 TERM OF CONTRACT

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

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

2.0 PAYMENT

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

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

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

Vendor accepts MasterCard for payment: NO

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

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

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

4.0 CERTIFICATION REGARDING FELONY CONVICTION:

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

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

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

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. Confirmed, no conflict of interest, Danny Bennett

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

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

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

8.0 FEDERAL FUNDING REQUIREMENT:

N/A

9.0 RECIPROCAL VENDOR PREFERENCE:

N/A

10.0 GENERAL VENDOR INFORMATION:

Firm Name: Bennett Fire Products Company, Inc.
Street Address: 195 Stockwood Drive, Suite 170
City: Woodstock State and ZIP Code: Georgia 30188
Mailing Address (if different): PO Box 2458
Telephone: 770-402-9910 Fax: N/A
Federal Identification Number / TIN: 58-2143532
DUNS Number: N/A

11.0 SUBMITTAL SIGNATURE:

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

Name of Legal Representative Submitting this Proposal: *Richard Danny Bennett*

Date: 4/26/2022

Print Name: Richard Danny Bennett

Title: President

Primary E-mail Address: bennettfire@att.net

Secondary E-mail Address: bennettfireweb@gmail.com

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

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<i>Firm's Name Here</i>				
SAVE AND SUBMIT AS AN EXCEL FILE				
FIRM'S WEBSITE:		www.bennettfireproducts.com		
Warehouse Location(s):		Woodstock, GA		
Contact Information For Emergency/Disaster Services (24/7)				
		Name: Danny Bennett		
		Email: bennettfire@att.net		
		Emergency Phone: 770-402-9910		
List manufacturer brands supported.				
MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
		as of 4/25/22		
Globe Bunker Gear custom	44.00%	10-12 months	yes	www.us.msasafety.com
Cairns Bunker Gear custom	42.00%	10-12 months	yes	www.us.msasafety.com
Globe Accessories	10.00%	30 days	yes	www.us.msasafety.com
Globe Footwear	31.00%	75 days	yes	www.us.msasafety.com
Cairns Helmets custom	25.00%	45 days	yes	www.us.msasafety.com
Cairns Leather Fronts	2.00%	45 days	yes	www.us.msasafety.com
Cairns Helmet Parts	2.00%	30 days	yes	www.us.msasafety.com
PGI Clothing custom	10.00%	3-4 months	yes	www.pgi-inc.com
PGI Hoods and Accessories	2.00%	60 days	yes	www.pgi-inc.com
Firecraft Gloves	5.00%	10 days	yes	www.firecraftsafety.com
Firecraft Gear Bags	2.00%	10 days	yes	www.firecraftsafety.com
Shelby Gloves	5.00%	1-2 months	yes	www.shelbyglove.com
Stanfield Lifeliner Hoods	2.00%	1-2 months	yes	www.lifeliners.com
Black Diamond Rubber Boots	5.00%	4-6 months	yes	www.bdboots.com