

Monday, September 26, 2022
Immediately Following the Final
Budget hearing at 7:00 P.M.
Regular Commission Meeting Agenda



Town Hall Commission Chambers
247 Edwards Lane
Palm Beach Shores, FL 33404

Mayor Alan Fiers
Vice Mayor Scott McCrannels

Commissioner Tracy Larcher
Commissioner Janet Kortenhaus
Commissioner Brian Tyler

Town Administrator Wendy Wells
Town Attorney Keith Davis
Town Clerk Jude M. Goudreau

PLEASE NOTE: THIS MEETING WILL ALSO BE CONDUCTED USING COMMUNICATION MEDIA TECHNOLOGY

https://townofpalmbeachshores.my.webex.com/townofpalmbeachshores.my/j.php?MTID=mf40be024f625dda_b271527e8c00f19ab

Meeting number: 2631 066 0124 Password: 0926

Join by phone

+1-408-418-9388 United States Toll Access code: 2631 066 0124

Regular Commission Meeting Agenda

1) CALL TO ORDER

- a) Pledge of Allegiance
- b) Roll Call

2) APPROVAL OF MEETING AGENDA

(Additions, substitutions, deletions)

3) APPROVAL OF CONSENT AGENDA

- a) Commission Meeting Minutes, August 22, 2022
- b) Approve Special Event – Permit 22-06. Turkey Trot Run- November 24, 2022. Hosted by The Marriott. Approximately 150 people attending.
- c) Approve Special Event- Permit 22-07. Reindeer Run- December 24, 2022. Hosted by The Marriott. Approximately 130 people attending.
- d) Approve Special Event-Permit 22-08. Game on! Triathlon -October 30, 2022 Hosted by The City of Riviera Beach and North Palm Beach. Approximately 350-400 people attending.
- e) Approve Special Event-Permit 22-09- Birthday Party November 26, 2022 hosted by Resident Jennifer Farinas-, approximately 80 people attending.
- f) Approve Special Event Permit 22-10. Shrimp Boil – October 21, 2022. Hosted by Lisa Tropepe. Approximately 100 People attending.

4) GUEST SPEAKER

- o Sen. Bobby Powell with Legislative Update

5) DEPARTMENT AND BOARD REPORTS:

- o **Financial Report:** August 2022

Staff Reports:

- o Sheriff's Department
- o Fire Department
- o Public Works
 - Update on Water Main Project

- Update on Underground Utilities Project
- Town Clerk
- Planning and Zoning Chairman
- Town Attorney

6) COMMISSION REPORTS

7) RESOLUTIONS:

NO. R- 9 -22

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, PROVIDING AN UPDATED AND REVISED COMPREHENSIVE SCHEDULE OF FEES AND CHARGES FOR SERVICES PROVIDED BY THE TOWN; PROVIDING THAT THE TOWN'S REVISED SCHEDULE OF FEES AND CHARGES SHALL BE AVAILABLE FOR INSPECTION AT ALL TIMES AT THE TOWN HALL DURING REGULAR BUSINESS HOURS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

8) ORDINANCES:

First Reading and Vote:

ORDINANCE NO. O-4-22

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, AMENDING CHAPTER 78. VEGETATION. AT ARTICLE III. LANDSCAPING., SECTION 78-77.1. – DESIGN GUIDELINES. TO REQUIRE ADDITIONAL LANDSCAPING TO BE PLACED AT FIFTEEN FOOT INTERVALS AGAINST LONGER EXPANSES OF BUILDING WALLS WITH LITTLE ARCHITECTURAL DETAIL AND NO REQUIRED PRIVACY SCREENING TREES TO BREAK UP THE WALLS FOR MULTI-STORY STRUCTURES IN ALL ZONING DISTRICTS; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF CHAPTER 78 SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ADOPTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Second Reading and Vote:

ORDINANCE NO. O-5-22

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES AT CHAPTER 30. FIRE PROTECTION AND PREVENTION. ARTICLE II. ADMINISTRATION. DIVISION 1 GENERALLY. SECTION 30-26 – FIRE CODE BOARD OF ADJUSTMENT AND APPEALS. TO UPDATE INTERNAL CODE REFERENCES; AND AT ARTICLE III. FIRE PREVENTION STANDARDS. DIVISION 2 CODES ADOPTED. SECTION 30-86. - FLORIDA FIRE PREVENTION CODE INCORPORATED BY REFERENCE. TO UPDATE STATE STATUTE REFERENCES IN THIS SECTION AND TO ADOPT BY REFERENCE THE MOST CURRENT LOCAL AMENDMENTS PROMULGATED BY PALM BEACH COUNTY AT THE REQUEST OF THE COUNTY FIRE MARSHAL; ALSO UPDATING INTERNAL CROSS REFERENCES; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF CHAPTER 30. SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ADOPTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

First Reading and Vote:

ORDINANCE NO. O-6-22

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES AT APPENDIX A. ZONING. AT SECTION XV. VARIANCES AND SPECIAL EXCEPTIONS. BY REPEALING REFERENDUM LANGUAGE PROHIBITED BY STATE LAW AND UPDATING THE LEGAL ADVERTISING AND PUBLIC NOTICE PROCEDURES FOR ALL VARIANCE AND SPECIAL EXCEPTION APPLICATIONS; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF APPENDIX A. ZONING. SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ADOPTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

9) OTHER BUSINESS

- Ad Hoc Committee to present findings and recommendations.
- Vote: to approve Fire Inspection Services Agreement with CAP

10) PROCLAMATION:

- Proclamation election qualifying period

11) DISCUSSION ITEMS:

12) PUBLIC COMMENTS (please state your name for the record)

13) ADJOURNMENT

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision made by the Town Commission with respect to any matter considered at this meeting or hearing, such interested person will need a record of the proceedings, and for such purpose may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. The meeting/hearing will be continued from day to day, time to time, place to place, as may be found necessary during the aforesaid meeting. IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA), THIS DOCUMENT CAN BE MADE AVAILABLE IN AN ALTERNATE FORMAT (LARGE PRINT) UPON REQUEST AND SPECIAL ACCOMODATIONS CAN BE PROVIDED UPON REQUEST WITH THREE (3) DAYS ADVANCE NOTICE. FOR HEARING ASSISTANCE: If any person wishes to use a hearing device, please contact the Town Clerk.

Monday, August 22, 2022, 7:00 pm.
Regular Commission Meeting.



Town Hall Commission Chambers
247 Edwards Lane
Palm Beach Shores, FL 33404

Mayor Alan Fiers
Vice Mayor Scott McCranels

Commissioner Tracy Larcher
Commissioner Janet Kortenhaus
Commissioner Brian Tyler

Keith Davis, Town Attorney
Town Administrator Wendy Wells
Town Clerk Jude M. Goudreau

Minutes

CALL TO ORDER

Mayor Fiers called the meeting to order at 7:00 pm. The Pledge of Allegiance was recited. Town Clerk Jude Goudreau called the roll, and those present were Mayor Alan Fiers, Vice Mayor Scott McCranels, Commissioner Tracy Larcher (via Webex), Commissioner Brian Tyler, and Town Administrator Wendy Wells. Also in attendance were: PBSO Sgt. Steve Langevin, Public Works Director Alan Welch, and Town Attorney Keith Davis. Commissioner Janet Kortenhaus was absent from the meeting.

APPROVAL OF MEETING AGENDA

Motion: Commissioner Brian Tyler made a motion to approve the meeting agenda, as amended, removing Guest Speaker Powell.

Second: Vice Mayor Scott McCranels seconded the Motion.

Vote: Motion passed unanimously.

APPROVAL OF CONSENT AGENDA

Commission Meeting Minutes, July 25, 2022

Motion: Commissioner Brian Tyler made a motion to approve the Consent Agenda.

Second: Vice Mayor McCranels seconded the Motion.

Vote: Motion passed 4-0

DEPARTMENT AND BOARD REPORTS

Financial Reports: Town Administrator Wendy Wells presented the Monthly Financial Report for the Month of July. Revenues are reported at 87%, and expenditures are at 67%. Mrs. Wells answered the Commissioner's questions.

Motion: Commissioner Tyler made a motion to approve the Financial Report.

Second: Vice Mayor Scott McCranels seconded the Motion.

Vote: Motion passed 3-0 (due to audio failure Commissioner Larcher withheld his vote)

Staff Reports:

- **Sheriff's Department:** PBSO Sgt. Steve Langevin recapped his monthly report and statistics and elaborated on the arrests and crimes they responded to. There were two events at the Ocean Mall, and both events were without issues. PBSO has approved two additional CCTV Cameras, which will be mounted on our streetlights. Sgt. Langevin updated everyone on the Paw Patrol Program that is up and running now. More information about participating can be found on PBSO's website under District 20. There was an attempted murder, a male and female domestic situation. PBSO had a complete response and took command of the situation immediately. The bullet grazed the ear of the victim.

- **Fire Department:** Chief Steedman gave an update and review of the monthly statistics. He thanked everyone who attended and participated in the housing ceremony for the new Fire Apparatus. The Ladies Auxiliary and Volunteer Fire Association has donated \$5,000.00 towards the new vehicle's cost.
- **Public Works:** Director Welch reiterated his monthly report and updated current projects. The repairs to the 1st floor Men and Women's bathrooms are underway with a start date of Thursday, September 22, 2022; the estimated completion is three weeks. He has also received three new park benches for Inlet Park, the vendor with the lowest price was Belson Outdoors, with a cost of \$9,990.00 for six benches. Director Welch also updated several projects, including the lift stations, the sewer lines, manholes, streets, and various other projects that he and his staff are working on in-house. He also provided an update on the AT&T project and the Watermain Project.
- **Town Clerk:** No Report.
- **Planning and Zoning Chairman:** No Report
- **Town Attorney:** Attorney Davis announced that Assistant Town Attorney Mitty Barnard has now been certified by the Florida Bar as a specialist / expert in city, county, and local government law. To obtain that designation, you must have a minimum of 5 years experience practicing in that field, you have to complete an application which includes peer review, and you have to pass a very rigorous written examination. Congratulations to Attorney Barnard.

ORDINANCES:

First Reading O-5-22

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES AT CHAPTER 30. FIRE PROTECTION AND PREVENTION. ARTICLE III. FIRE PREVENTION STANDARDS. DIVISION 2 CODES ADOPTED. SECTION 30-86. - FLORIDA FIRE PREVENTION CODE INCORPORATED BY REFERENCE. TO UPDATE STATE STATUTE REFERENCES IN THIS SECTION AND TO ADOPT BY REFERENCE THE MOST CURRENT LOCAL AMENDMENTS PROMULGATED BY PALM BEACH COUNTY AT THE REQUEST OF THE COUNTY FIRE MARSHAL; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF CHAPTER 30. SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ADOPTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Mayor Fiers explained that the Ordinance adopts the County Fire Ordinance and Codes. Attorney Davis read by Title only and explained that the Palm Beach County Fire Marshall, who does our fire prevention inspections and reviews are fire plans, asked us to adopt their codes before renewing the contract with Palm Beach County Fire Rescue. All their jurisdictions have adopted this. Mayor Fiers encouraged the Commissioners to read all 55 pages of the Ordinance.

Motion: Commissioner Brian Tyler made a motion to accept the Ordinance.

Second and Vote: Vice Mayor Scott McCranels seconded the Motion. Motion passed 3-0, with Commissioner Larcher withholding his vote.

OTHER BUSINESS:

- Vote: Community Center Kitchen remodel – update & vote on direction.
There was a lengthy discussion regarding the dates, construction plan, and delivery of equipment. By Consensus Commission would like to wait until after the season to start the project.

Motion: Vice Mayor Scott McCranels made a motion to move forward with the plans as presented and to obtain bids.

Second and Vote: Commissioner Brian Tyler seconded the Motion. Motion passed 3-0, with Commissioner Larcher withholding his vote.

- Vote: Buccaneer Parking Agreement.
The Buccaneer recently submitted a plan to renovate the marina at 142 Lake Drive. To approve that plan, additional parking spaces must be added. Our code allows for off-site parking at an alternative location. This requires the property to have a deed restriction regarding the parking arrangements. Josh Miron, Legal Representative, was present at the meeting to answer any questions. The Agreement and Statement are part of these minutes.

Motion: Commissioner Brian Tyler made a motion to approve the parking agreement.

Second and Vote: Vice Mayor Scott McCranels seconded the Motion. Motion passed 3-0, with Commissioner Larcher withholding his vote.

DISCUSSION ITEMS:

- Discussion: Fire Prevention Service Agreement.
This item was tabled until the next Commission Workshop.
- Holiday Meeting Schedule.
After a brief discussion, the December Commission Workshop will not be held on December 12, 2022, and the December Commission Meeting on December 26, 2022, will be held on December 12, 2022. November and January remain the same as scheduled.

PUBLIC COMMENTS:

John Peterson was concerned over the parking at the Buccaneer. Mayor Fiers answered his questions.

ADJOURNMENT:

Motion: Commissioner made a motion to adjourn the meeting.

Second: Commissioner seconded the Motion.

Vote: Motion passed unanimously.

The meeting was adjourned at 8:30 pm.

Approved this 26th day of September 2022.

ATTEST:

Alan Fiers, Mayor

Jude M. Goudreau, Town Clerk
(Seal)



DATE SUBMITTED _____

PERMIT NO. 22-06

Town of Palm Beach Shores
APPLICATION FOR
SPECIAL EVENTS PERMIT
(Section 18-27 of Town Code)

Please check a box
below if you are a:

Police Officer ☐
Fire Fighter ☐
Teacher ☐

Type of event: TURKEY TROT RUN Location: Palm Beach Shores

Sponsor: Marriott Ocean Pointe Telephone: 561-882-3000

Property owner's consent and acknowledgement of responsibility:

Signature: [Signature]

Date and Time: 11-24-22 9:00am Time it ends: 10:30am

Number of participants: 150

Proof of insurance attached? Yes ☒ No ☐

Copy of all required state and county permits if event will be held on or
utilize state and/or county-controlled property.

Please indicate any traffic, fire-rescue, utilities impact, and/or mitigation
plan:

Permit fee \$50 _____ (Untimely application \$150 _____) Receipt # _____

APPROVED:

Fire Department: _____ Sheriff's Office: _____

Number of off-duty officers required: _____

Date of Commission Review: _____ Approved: _____



DATE SUBMITTED _____

PERMIT NO. 22-07

Town of Palm Beach Shores
APPLICATION FOR
SPECIAL EVENTS PERMIT
(Section 18-27 of Town Code)

Please check a box
below if you are a:

Police Officer ☐
Fire Fighter ☐
Teacher ☐

Type of event: REINDEER RUN Location: Palm Beach Shores

Sponsor: Marriott Ocean Brite Telephone: 561-882-3000

Property owner's consent and acknowledgement of responsibility:

Signature: _____

Date and Time: 12-24-22 9:00am Time it ends: 10:30am

Number of participants: 130

Proof of insurance attached? Yes ☒ No ☐

Copy of all required state and county permits if event will be held on or
utilize state and/or county-controlled property.

Please indicate any traffic, fire-rescue, utilities impact, and/or mitigation
plan:

Permit fee \$50 _____ (Untimely application \$150 _____) Receipt # _____

APPROVED:

Fire Department: _____ Sheriff's Office: _____

Number of off-duty officers required: _____

Date of Commission Review: _____ Approved: _____





CERTIFICATE OF LIABILITY INSURANCE

DATE 08/05/2021

10/12/21

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Beecher Carlson Insurance Services
6 Concourse Parkway, Suite 2300
Atlanta, GA 30328

www.beechercarlson.com

INSURED
Marriott Vacations Worldwide Corporation
9002 San Marco Court, 3rd Floor
Orlando FL 32819

CONTACT NAME: Judith Boach
PHONE: (A/C, No, Ext):
E-MAIL: jboach@beechercarlson.com
ADDRESS:

INSURER(S) AFFORDING COVERAGE
INSURER A: Liberty Mutual Fire Insurance Company
INSURER B: ACE Property and Casualty Insurance Co
INSURER C: Liberty Insurance Corporation
INSURER D:
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER: 64391527

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			TB2-655-283929-121	10/1/2021	10/1/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$2,500 PERSONAL & ADY INJURY \$2,000,000 GENERAL AGGREGATE \$25,000,000 PRODUCTS - COM/OP AGG \$4,000,000 General Agg. Per Loc. \$4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-651-283929-111 Physical Damage Comp/Coll. Ded. \$500	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Garage Keepers Liab. \$2,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XOO G71828785 002 Prod-Comp Ops Agg \$10M	10/1/2021	10/1/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 Policy Aggregate \$40,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC7-655-283929-151	10/1/2021	10/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

6649 Westwood Blvd, Suite 500

Re: Marriott Associate Rally, Community Center, 90 Edwards Lane, Palm Beach Shores, FL 33404.
Town of Palm Beach Shores is included as additional insured, where required by written contract, with respect to general liability.

CERTIFICATE HOLDER

Town of Palm Beach Shores
247 Edwards Lane
Palm Beach Shores FL 33404

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Beecher Carlson Insurance Services, LLC

Beecher Carlson Insurance Services, LLC

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

DATE SUBMITTED _____

PERMIT NO. 22-08

Town of Palm Beach Shores
APPLICATION FOR
SPECIAL EVENTS PERMIT
(Section 18-27 of Town Code)

PAID
9.30.22

Type of event: Triathlon Location: Riviera Beach, NPB, & PB Shores

Sponsor: Game On! & Riviera Beach Telephone: 561-723-3239

Property owner's consent and acknowledgement of responsibility:

Signature: Frank Souder IV

Date and Time October 30, 2022 7:00am Time it ends: 11:30am

Number of participants: 350-400

Proof of insurance attached? Yes RECEIVED Will email No _____

Copy of all required state and county permits if event will be held on or utilize state and/or county-controlled property.

Please indicate any traffic, fire-rescue, utilities impact, and/or mitigation plan:

See attached route.

Permit fee \$50 ☒ (Untimely application \$150 ☐) Receipt # _____

APPROVED:

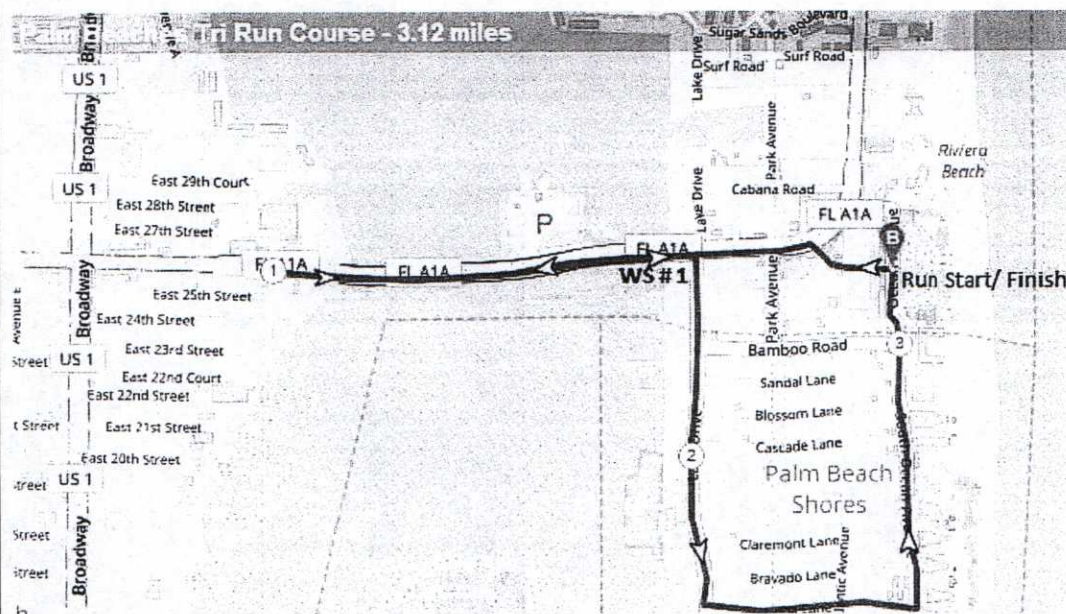
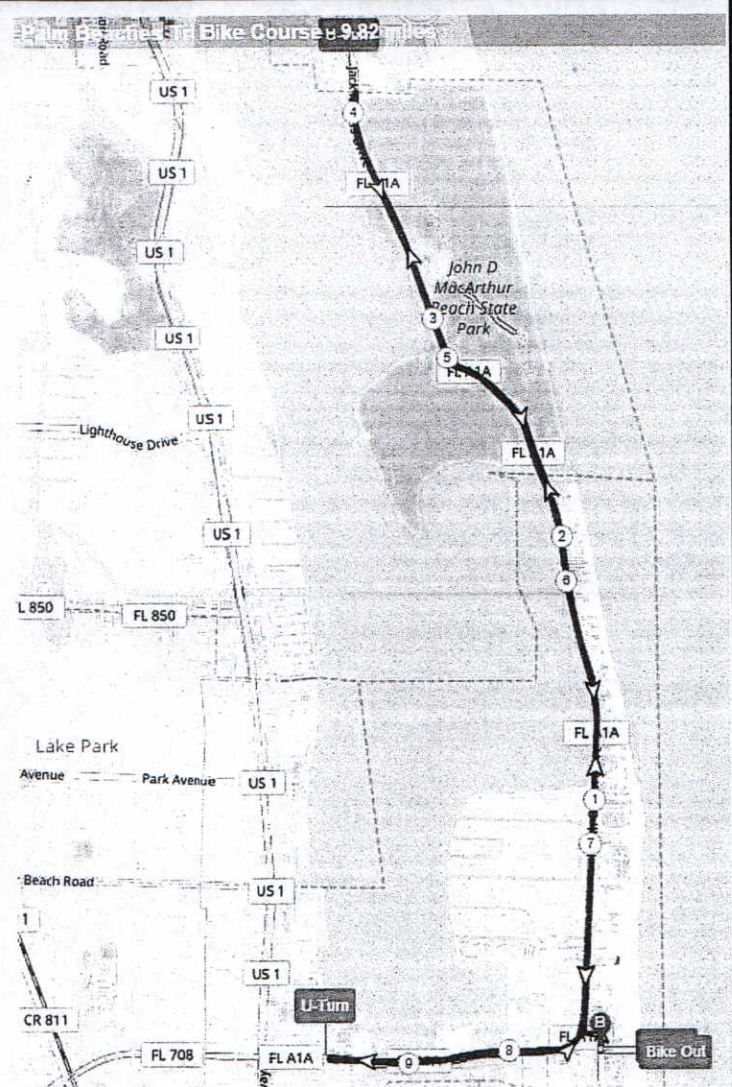
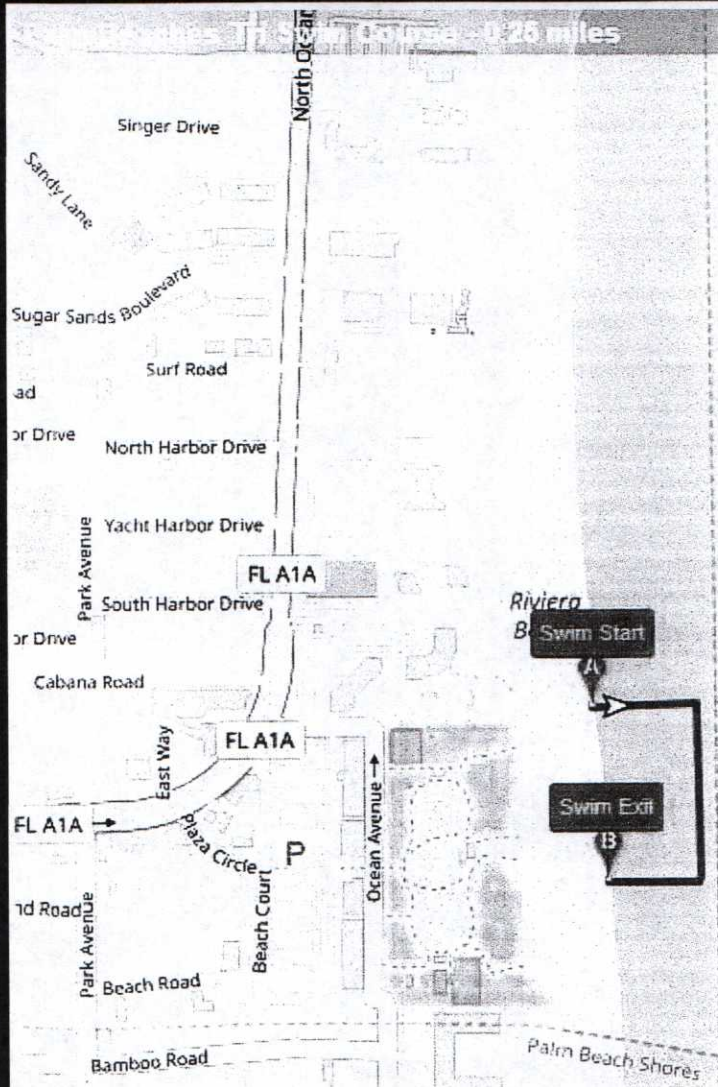
Fire Department: _____

Police Department: [Signature]

Number of off-duty officers required: _____

Date of Commission Review: 9.21.22 Approved: _____

GAME ON! PALM BEACHES TRIATHLON



GAME ON!
RACE EVENTS



www.GameOnRaceEvents.com



DATE SUBMITTED _____

PERMIT NO. 22-09

Town of Palm Beach Shores
APPLICATION FOR
SPECIAL EVENTS PERMIT
(Section 18-27 of Town Code)

Please check a box
below if you are a:

Police Officer ☐
Fire Fighter ☐
Teacher ☐

Type of event: Birthday Party Location: Community Center
Sponsor: Jennifer Farinas Telephone: 425-890-2100

Property owner's consent and acknowledgement of responsibility:

Signature: Jennifer Farinas

Date and Time: 11/26/22 Time it ends: 9:30

Number of participants: 80

Proof of insurance attached? Yes ✓ No

Copy of all required state and county permits if event will be held on or
utilize state and/or county-controlled property.

Please indicate any traffic, fire-rescue, utilities impact, and/or mitigation
plan:

Permit fee \$50 ✓ (Untimely application \$150) Receipt #

APPROVED:

Fire Department: Sheriff's Office:

Number of off-duty officers required:

Date of Commission Review: Approved:



Town of Palm Beach Shores Community Center Rental Check List

Date of event: **November 26, 2022**

Anticipated attendees: **80**

Type of Event: **Birthday Party**

Time of event start to finish **Noon - 9:30 p.m.**

Name of Resident and Sponsor **Jennifer Farinas**

Required Forms

Resident Reservation Form

Signed document

Special Event Permit (Commission Approval)

Signed document

Community Center Rental Agreement

Signed document

Community Center Rental Policies & Procedures

Signed document

Event Insurance

Submitted

Pre-approved floor plan layout

Submitted

Amplified Music Request

Required Fees

First Floor:

Security Deposit	\$50.00 (Refundable)
Rental Fee (10 Hours)	\$53.50 (Tax Included)
Additional Hours	\$3.50/hour (Tax Included)
Grill	\$26.75 (Tax Included)
Kitchen	\$26.75 (Tax Included)
Cleaning Fee	\$175.00
Special Permit (50+ Guests)	\$50.00

Second Floor:

Security Deposit	\$500.00 (Refundable)	Paid
Rental Fee (10 Hours)	\$428.00 (Tax Included)	
Additional Hours	\$107.00/hr (Tax Included)	
Cleaning Fee	\$255.00	
Special Permit (50+ Guests)	\$50.00	Paid

Staff signature:  Sandi Lue

Date Received: 9/13/2022



Town of Palm Beach Shores
Community Center Rental
Check List

Beach Rental:

Security Deposit	\$250.00 (Non-Refundable)	_____
Rental Fee (10 Hours)	\$250.00	_____
Cleaning Fee	\$100.00 (Refundable)	_____
Special Beach Permit	\$ 50.00	_____

Total Due

All scheduled events are required to have Event Insurance that can be purchased from a vendor of your choice. Please see your signed Community Center Rental/Use Agreement contract for minimum limits. The Town of Palm Beach Shores will need to be listed as the certificate holder with our address of 247 Edwards Lane Palm Beach Shores, FL 33404. Copy will need to be provided to the Town.

☐

All scheduled events serving alcohol are required to have a licensed bartender or caterer. They must provide their license and insurance information at the time of the event booking.

☒

The use of the Town Beach is NOT included in the rental of the Community Center. A separate Special Beach Permit, Rental, and Cleaning fee is required for the use of the Town Beach. Unauthorized use of the Towns' Beach will result in a fine of \$500.00. Rental of the beach is not exclusive and does not include the covered tiki area or walkway. The beach, tiki area, and walkway are NOT to be obstructed for public use during any event.

☒

All renters are required to use the community center floor layouts that have been pre-approved by the Fire Marshall. If the renter wishes to alter the pre-approved floor plan, they must provide a diagram and seek approval by the Fire Marshall at their own expense.

☒

Basic cleaning, removal of personal and catering items, and all guests and hired personnel must be vacated from the premises by midnight or by the tenth hour of rental. Whichever comes first.

☒

By initialing and signing this form, you acknowledge that you have received and read all required paperwork for the rental of the Community Center and agree to pay all fees associated with the rental.

Almageda Farinas
Signature of Renter

9/1/22
Date

Signature of Community Center Coordinator

Date

DATE SUBMITTED 9/22/2022

PERMIT NO. 22-10

Town of Palm Beach Shores
APPLICATION FOR
SPECIAL EVENTS PERMIT
(Section 18-27 of Town Code)

Type of event: Shrimp Boil Location: Palm Beach Shores Community Center

Sponsor: Lisa Tropepe Telephone: (561) 762-8855

Property owner's consent and acknowledgement of responsibility:

Signature: Lisa Tropepe

Date and Time Friday, October 21 (4:30pm) Time it ends: 10:00pm

Number of participants: 100 participants

Proof of insurance attached? Yes x No

Copy of all required state and county permits if event will be held on or utilize state and/or county-controlled property.

Please indicate any traffic, fire-rescue, utilities impact, and/or mitigation plan:

N/A

Permit fee \$50 x (Untimely application \$150) Receipt #

APPROVED:

Fire Department: Police Department:

Number of off-duty officers required: NONE

Date of Commission Review: Approved:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945	CONTACT NAME: Will Maddux PHONE (A/C, No, Ext): (530) 477-6521 E-MAIL ADDRESS: info@theeventhelper.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 35378
INSURED Florida Engineering Society Palm Beach Maria Missena 5713 Corporate Way, Suite 200 West Palm Beach FL 33407		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Host Liquor Liability <input type="checkbox"/> Retail Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	3DS5473-M2153595	10/21/2022 12:01 AM	10/22/2022 12:01 AM
						EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Deductible \$ 1,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			
						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19
Attendance: 100, Event Type: Luncheon - Fund Raising.

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Palm Beach Shores Community Center
90 Edwards Lane
Palm Beach Shores

FL 33404

TOWN OF PALM BEACH SHORES

MONTHLY FINANCIAL REPORT

	CASH & INVESTMENTS		R E V E N U E			
			BUDGET	CURRENT	YEAR TO DATE	% OF BUDGET
9/30/2021	\$ 3,813,877		\$ 5,568,602	\$ 504,222	\$ 6,011,990	108%
10/31/2021	\$ 3,118,733		\$ 5,462,261	\$ 40,281	\$ 40,281	1%
11/30/2021	\$ 3,592,251		\$ 5,609,398	\$ 835,222	\$ 875,503	16%
12/31/2021	\$ 6,033,755		\$ 5,609,398	\$ 2,845,301	\$ 3,720,804	66%
1/31/2022	\$ 5,911,353		\$ 5,609,398	\$ 252,557	\$ 3,973,360	71%
2/28/2022	\$ 5,884,797		\$ 5,609,398	\$ 288,402	\$ 4,261,762	76%
3/31/2022	\$ 5,820,230		\$ 5,609,398	\$ 377,307	\$ 4,639,070	83%
4/30/2022	\$ 5,299,293		\$ 6,128,237	\$ 318,131	\$ 4,957,200	81%
5/31/2022	\$ 5,226,169		\$ 6,128,237	\$ 195,992	\$ 5,153,193	84%
6/30/2022	\$ 5,025,051		\$ 6,128,237	\$ 183,172	\$ 5,336,365	87%
7/31/2022	\$ 4,488,825		\$ 6,128,237	\$ 317,348	\$ 5,653,713	92%
8/31/2022	\$ 4,656,211		\$ 6,128,237	\$ 501,392	\$ 6,155,105	100%
8/31/2022	\$ 3,621,058		\$ 5,517,240	\$ 114,097	\$ 5,507,768	100%
9/30/2022						

	E X P E N D I T U R E S					
	BUDGET	DISBURSEMENTS	ACCRUALS	CURRENT EXP	YEAR TO DATE	% OF BUDGET
9/30/2021	\$ 5,568,602	\$ 215,098	\$ 150,667	\$ 365,766	\$ 5,288,460	95%
10/31/2021	\$ 5,462,261	\$ 808,352	\$ (164,056)	\$ 644,296	\$ 644,296	12%
11/30/2021	\$ 5,609,398	\$ 368,546	\$ (42,378)	\$ 326,168	\$ 970,464	17%
12/31/2021	\$ 5,609,398	\$ 380,179	\$ 47,452	\$ 427,631	\$ 1,398,095	25%
1/31/2022	\$ 5,609,398	\$ 377,709	\$ 17,590	\$ 395,298	\$ 1,793,394	32%
2/28/2022	\$ 5,609,398	\$ 319,981	\$ 23,317	\$ 343,298	\$ 2,136,692	38%
3/31/2022	\$ 5,609,398	\$ 319,981	\$ 234,325	\$ 554,306	\$ 2,690,998	48%
4/30/2022	\$ 6,128,237	\$ 536,195	\$ 99,928	\$ 636,123	\$ 3,327,121	54%
5/31/2022	\$ 6,128,237	\$ 309,332	\$ 40,549	\$ 349,881	\$ 3,677,003	60%
6/30/2022	\$ 6,128,237	\$ 332,598	\$ 83,859	\$ 416,457	\$ 4,093,459	67%
7/31/2022	\$ 6,128,237	\$ 690,586	\$ 200,602	\$ 891,189	\$ 4,984,648	81%
8/31/2022	\$ 6,128,237	\$ 280,909	\$ 83,858	\$ 364,767	\$ 5,349,415	87%
8/31/2021	\$ 5,517,240	\$ 335,971	\$ 21,529	\$ 357,500	\$ 4,922,694	89%
9/30/2022						

Budget Amendment #1 was approved at the October 2021 Commission meeting.

Budget Amendment #2 was approved at the March 2022 Commission meeting.

Notes:

- July includes the purchase of the new Fire Engine.
- August includes receipt of \$316,038 in American Rescue Plan Act funds.

Town of Palm Beach Shores
Budget Summary Report
August 2022

			Aug Benchmark	91.7%
	BUDGET	YTD	Favorable(Unfav)	%
REVENUE				
Revenue (without appr'd F/B)	\$ 5,803,200.00	\$ 6,048,788.59	\$ 245,588.59	104.2%
Appropriated Fund Balance	218,721.00	-	(218,721.00)	0.0%
Capital Lease Proceeds	106,316.00	106,316.00	-	100.0%
TOTAL REVENUE	\$ 6,128,237.00	\$ 6,155,104.59	\$ 26,867.59	100.4%

EXPENDITURES BY DEPARTMENT			% of total		% of total		
Administration	\$ 484,562.00	8%	\$ 392,916.78	7%	\$ 91,645.22	81.1%	
Legal	121,000.00	2%	94,307.40	2%	26,692.60	77.9%	
Public Works	358,162.00	6%	340,482.97	6%	17,679.03	95.1%	
Police	1,680,027.00	27%	1,677,417.65	31%	2,609.35	99.8%	
Fire	709,718.00	12%	596,381.90	11%	113,336.10	84.0%	
Building	279,962.00	5%	246,982.55	5%	32,979.45	88.2%	
Emergency Disaster	-	0%	-	0%	-	0.0%	
Solid Waste	209,250.00	3%	179,837.18	3%	29,412.82	85.9%	
Legislative	18,562.00	0%	9,950.73	0%	8,611.27	53.6%	
Streets/Storm Sewers	29,025.00	0%	27,471.86	1%	1,553.14	94.6%	
Parks	217,024.00	4%	150,598.09	3%	66,425.91	69.4%	
Beach	114,193.00	2%	84,050.79	2%	30,142.21	73.6%	
Lift Stations/Sewer Service	42,975.00	1%	10,993.66	0%	31,981.34	25.6%	
Contingencies	42,675.00	1%	-	0%	42,675.00	0.0%	
Debt Service	495,855.00	8%	495,854.58	9%	0.42	100.0%	
Emergency Medical Services	351,851.00	6%	322,314.97	6%	29,536.03	91.6%	
Community Center	69,075.00	1%	76,699.34	1%	(7,624.34)	111.0%	
Risk Management	110,231.00	2%	111,401.61	2%	(1,170.61)	101.1%	
Capital	794,090.00	13%	531,753.10	10%	262,336.90	67.0%	
TOTAL EXPENDITURES	\$ 6,128,237.00		\$ 5,349,415.16		\$ 778,821.84	87.3%	

CHANGE IN FUND BALANCE	-	805,689.43	805,689.43
-------------------------------	----------	-------------------	-------------------

Explanation of Variances:

Public Works - Costs for material to coat Town Hall float roof; chainsaw parts in anticipation of hurricane season; air rifle for iguana extermination; and additional overtime.

Police - this is timing, PBSO is paid monthly in advance.

Streets/Storm Drains - new storm drains fabricated, add'l swales, and street lights maintenance over.

Debt Service - both payments made 10/1/21 and 4/1/22.

Community Center - new electrical service for the new fans, more a/c repairs, BBQ parts, paint floor downstairs

Risk Management - paid in full; overage for repairs of damage by former employee (\$1,480)

Town of Palm Beach Shores
Disbursements - August 2022

Check #	Type	Date	Vendor Name	Amount
3883	C	8/4/2022	47 Board of County Commissioners	\$ 125.00
3884	C	8/4/2022	52 Comcast	\$ 52.45
3885	C	8/4/2022	107 Davis & Associates, P.A.	\$ 6,886.80
3886	C	8/4/2022	863 Diversified Building Department Management	\$ 9,513.75
3887	C	8/4/2022	928 End of the Line, Inc.	\$ 212.50
3888	C	8/4/2022	746 Essential Net Solutions	\$ 3,267.49
3889	C	8/4/2022	89 Home Depot Credit Svcs	\$ 65.86
3890	C	8/4/2022	16 Palmdale Oil Company, Inc.	\$ 1,109.33
3891	C	8/4/2022	25 Palm Beach Shores Volunteer Fire Dept.	\$ 15,239.93
3892	C	8/4/2022	896 Primestar Digital Network	\$ 283.95
3893	C	8/4/2022	821 Robert Villagomez	\$ 125.00
3894	C	8/4/2022	881 South Central Planning & Development Commission	\$ 260.42
3895	C	8/4/2022	104 Waste Management	\$ 11,825.64
3896	C	8/11/2022	823 AT&T Mobility	\$ 69.98
3897	C	8/11/2022	673 Bishop's Water Company	\$ 562.50
3898	C	8/11/2022	708 Dilo Fire Alarms Inc	\$ 1,930.00
3899	C	8/11/2022	129 Douglas Hartman	\$ 500.00
3900	C	8/11/2022	849 ESO Solutions	\$ 4,050.75
3901	C	8/11/2022	985 Global Power and AC	\$ 4,096.00
3902	C	8/11/2022	90 Hulett Environmental Services	\$ 543.00
3903	C	8/11/2022	659 Image Janitorial Services, Inc.	\$ 2,050.00
3904	C	8/11/2022	935 Jonathan Figueroa	\$ 244.00
3905	C	8/11/2022	910 Lake Park Auto & Fleet Repair	\$ 752.58
3906	C	8/11/2022	858 Palm Beach County Sheriff's Office	\$ 137,364.87
3907	C	8/11/2022	655 PV Business Solutions	\$ 298.50
3908	C	8/11/2022	973 Rodolfo Rivera	\$ 372.10
3909	C	8/11/2022	115 Shoreline Pest Control	\$ 93.50
3910	C	8/11/2022	99 Torcivia, Donlon, Goddeau and Ansay, PA	\$ 222.00
3911	C	8/11/2022	101 Verizon Wireless	\$ 62.00
3912	C	8/11/2022	131 WEX BANK	\$ 816.71
3913	C	8/18/2022	7 All Safe Safe & Lock	\$ 422.40
3914	C	8/18/2022	47 Board of County Commissioners	\$ 50.00
3915	C	8/18/2022	13 City Maintenance Supply	\$ 1,113.22
3916	C	8/18/2022	986 Donna Ward	\$ 234.65
3917	C	8/18/2022	71 FL Power & Light	\$ 3,535.35
3918	C	8/18/2022	80 FL Public Utilities	\$ 151.26
3919	C	8/18/2022	90 Hulett Environmental Services	\$ 174.00
3920	C	8/18/2022	679 Keehn Emergency Medical Services, Inc	\$ 1,500.00
3921	C	8/18/2022	987 LocaliQ	\$ 315.18
3922	C	8/18/2022	476 Performance Napa LLC	\$ 150.44
3923	C	8/18/2022	911 AT&T	\$ 307.82
3924	C	8/18/2022	169 Quadient Leasing USA, Inc.	\$ 211.68
3925	C	8/18/2022	33 Riviera Beach Water	\$ 3,707.55
3926	C	8/18/2022	375 Simmons & White, Inc.	\$ 2,240.00
3927	C	8/26/2022	988 Belson Outdoors LLC	\$ 9,232.75
3928	C	8/26/2022	47 Board of County Commissioners	\$ 134.19
3929	C	8/26/2022	228 Channel Innovations Corp.	\$ 415.00
3930	C	8/26/2022	968 FIRE-TEC, Inc.	\$ 327.02

Town of Palm Beach Shores
Disbursements - August 2022

Check #	Type	Date	Vendor	Name	Amount
3931	C	8/26/2022	772	Florida Stormwater Association	\$ 500.00
3932	C	8/26/2022	71	FL Power & Light	\$ 34.47
3933	C	8/26/2022	676	Guardian	\$ 1,277.04
3934	C	8/26/2022	90	Hulett Environmental Services	\$ 123.00
3935	C	8/26/2022	941	Jude M. Goudreau	\$ 42.16
3936	C	8/26/2022	95	Lowes	\$ 801.36
3937	C	8/26/2022	911	AT&T	\$ 871.57
3938	C	8/26/2022	881	South Central Planning & Development Commission	\$ 260.42
3939	C	8/26/2022	887	Standard Insurance Co	\$ 314.86
3940	C	8/26/2022	978	Truist Bank	\$ 3,923.51
3941	C	8/26/2022	104	Waste Management	\$ 3,074.81
ADP, LLC	E	8/19/2022	697	ADP, LLC	\$ 245.10
ADP Taxes	E	8/12/2022		ADP Taxes	\$ 8,585.03
ADP Taxes	E	8/26/2022		ADP Taxes	\$ 8,892.55
ADP Wages	E	8/12/2022		ADP Wages	\$ 26,010.84
ADP Wages	E	8/26/2022		ADP Wages	\$ 27,105.07
Blue Cross Blue Shield	E	8/30/2022	127	Blue Cross Blue Shield of Florida, Inc.	\$ 14,521.49
FRS	E	8/4/2022	172	FRS	\$ 20,621.14
					\$ 281,409.19

General Fund	\$ 280,909.19
Underground Utilities Fund	\$ 500.00
Total	\$ 281,409.19

Notes:

- Underground Utilities dsbursements include supplemental employment payments to Welch.

Town of Palm Beach Shores**Utility Tax****10% Effective 4/1/17**

	Electric <i>FPL</i>	Water <i>Riviera Beach</i>	Gas <i>FPU</i>	Total
Oct-21	21,602.65	7,545.45	1,517.83	30,665.93
Nov-21	19,389.47	6,183.52	1,790.78	27,363.77
Dec-21	14,518.67	5,127.67	1,565.34	21,211.68
Jan-22	20,655.93	8,910.37	1,851.53	31,417.83
Feb-22	15,889.94	6,396.56	5,940.52	28,227.02
Mar-22	17,455.66	6,481.80	993.12	24,930.58
Apr-22	20,116.95	7,772.38	2,843.00	30,732.33
May-22	21,130.82	7,744.65	3,209.97	32,085.44
Jun-22	21,453.04	8,057.29	1,374.52	30,884.85
Jul-22	22,766.38	8,618.24	1,326.44	32,711.06
correction RB	-	14,880.72	-	14,880.72
Aug-22				-
Sep-22				-
YTD Total	194,979.51	87,718.65	22,413.05	305,111.21

<i>Budget FY2022</i>	<i>215,000.00</i>	<i>105,000.00</i>	<i>28,000.00</i>	<i>348,000.00</i>
<i>% budget</i>	<i>91%</i>	<i>84%</i>	<i>80%</i>	<i>88%</i>

Note: The water utility tax is lower than previous years and the budget. A summary of monthly revenue for the current year and the 2 previous years has been sent to the Finance Director at Riviera Beach for an explanation. RB has found a mistake in how their new system was set up. This has been corrected and a check was received for the difference.

Town of Palm Beach Shores
Discretionary Sales Tax PBC

Accumulated (unspent) Discretionary Sales Tax as of 9/30/17	\$ 49,955.01
Accumulated (unspent) Discretionary Sales Tax as of 9/30/18	\$ 119,434.60
Accumulated (unspent) Discretionary Sales Tax as of 9/30/19	\$ 207,613.87
Accumulated (unspent) Discretionary Sales Tax as of 9/30/20	\$ 291,486.47
Accumulated (unspent) Discretionary Sales Tax as of 9/30/21	\$ 387,432.10

Current Year Receipts:

Date of Receipt	Period	
11/29/2021	October 2021	\$ 7,419.45
12/27/2021	November 2021	\$ 7,715.47
1/27/2022	December 2021	\$ 8,353.45
2/18/2022	2021 Q4 adjustment	\$ 4,579.19
2/28/2022	January 2022	\$ 10,259.20
3/28/2022	February 2022	\$ 8,235.02
4/27/2022	March 2022	\$ 8,675.62
5/13/2022	2022 Q1 adjustment	\$ 5,196.87
5/27/2022	April 2022	\$ 9,654.39
6/24/2022	May 2022	\$ 8,844.21
7/27/2022	June 2022	\$ 8,288.80
8/5/2022	2022 Q2 adjustment	\$ 4,626.41
8/24/2022	July 2022	\$ 8,071.54
Total current year receipts		\$ 99,919.62

Current Year Expenditures:

\$ -

Accumulated (unspent) Discretionary Sales Tax as of 8/31/22	\$ 487,351.72
--	----------------------

Town of Palm Beach Shores
Building Department

	Building Permits	Building Department	Net Building	Cumulative Net Bldg
10/31/2021	\$ 10,845	\$ 20,820	\$ (9,975)	\$ (9,975)
11/30/2021	\$ 20,757	\$ 9,456	\$ 11,300	\$ 1,326
12/31/2021	\$ 41,051	\$ 24,855	\$ 16,196	\$ 17,521
1/31/2022	\$ 17,800	\$ 22,185	\$ (4,385)	\$ 13,136
2/28/2022	\$ 12,963	\$ 17,686	\$ (4,723)	\$ 8,413
3/31/2022	\$ 162,041	\$ 33,602	\$ 128,438	\$ 136,852
4/30/2022	\$ 19,972	\$ 24,624	\$ (4,651)	\$ 132,200
5/31/2022	\$ 31,921	\$ 21,052	\$ 10,869	\$ 143,069
6/30/2022	\$ 27,068	\$ 29,204	\$ (2,136)	\$ 140,933
7/31/2022	\$ 15,255	\$ 23,394	\$ (8,139)	\$ 132,795
8/31/2022			\$ -	\$ 132,795
9/30/2022			\$ -	\$ 132,795
	\$ 359,673	\$ 226,878	\$ 132,795	

Other related revenues:

Bldg Permit State Surcharge	\$ 11,672
Fire Inspection Fees	\$ -
Reinspection Fees	\$ -
Code Enf Admin Cost Reimb	\$ 340
Site Plan / Variance Fees	\$ 5,529
Land Development Costs	\$ 48,553
Town Code & Ordinance Fines	\$ 20,377
Net Building	\$ 219,265

In March, the permit fees were collected for 150, 200, and 206 Inlet.

Town of Palm Beach Shores
Underground Utilities
as of 8/31/22

*The projection for AT&T has been revised to reflect no charge for Phase 2.
Also, the projection for Project Mgmt/Admin has been revised to include the
approved supplemental wages for the Public Works Director.*

	COST ESTIMATE	TOTAL as of 8/31/22	Remaining Costs	P R O J E C T E D	
				Cost	Variance
Other Financing Sources:					
Loan Proceeds	\$ 6,000,000	\$ 6,000,000.00	\$ -	\$ 6,000,000.00	\$ -
Expenditures:					
Survey	\$ 38,000	\$ 65,762.50	\$ -	\$ 65,762.50	\$ (27,762.50)
Legal	\$ 4,000	\$ 3,150.00	\$ -	\$ 3,150.00	\$ 850.00
Project Mgmt/Admin	\$ 80,000	\$ 95,572.09	\$ -	\$ 95,572.09	\$ (15,572.09)
Construction - Viking	\$ 4,336,460	\$ 4,343,654.00	\$ -	\$ 4,343,654.00	\$ (7,194.00)
Construction - Comcast	\$ 250,000	\$ 528,340.73	\$ -	\$ 528,340.73	\$ (278,340.73)
Construction - AT&T	\$ 450,000	\$ 291,994.13	\$ 133,005.87	\$ 425,000.00	\$ 25,000.00
Construction - FPL	\$ 254,386	\$ 254,386.00	\$ -	\$ 254,386.00	\$ -
Landscape Restoration	\$ 16,300	\$ 9,584.51	\$ 6,715.49	\$ 16,300.00	\$ -
Loan Acquisition	\$ 23,000	\$ 22,508.00	\$ -	\$ 22,508.00	\$ 492.00
Contingency	\$ 547,854	\$ -	\$ -	\$ -	\$ 547,854.00
Total expenditures	\$ 6,000,000	\$ 5,614,951.96	\$ 139,721.36	\$ 5,754,673.32	\$ 245,326.68
Net Change in Fund Balance	\$ -	\$ 385,048.04	\$ (139,721.36)	\$ 245,326.68	\$ 245,326.68

Viking is complete and paid in full. Additional costs of \$3,450 and \$3,744 were for repairs to sewer lines damaged when conduit was installed.

AT&T Phase 1 is complete and paid in full.

AT&T Phase 2 is underway.

**Town of Palm Beach Shores
Dredging Project
as of 8/31/2022**

Cash	\$	-
<hr/>		
<u>Revenue:</u>		
Donations	\$	15,000
<u>Expenditures:</u>		
Professional Services	\$	15,000
Revenue over expenditures	\$	-
<hr/>		

PALM BEACH COUNTY SHERIFF'S OFFICE

RIC L. BRADSHAW, SHERIFF



September 2022 Commission report with stats from August 2022

Sergeant Steven Langevin

Commander District 20/Town of Palm Beach Shores

Arrests/Detentions

None for the month of August, I will verbally discuss the 3 in the current month

Information

The two new CCTV cameras have been installed and are working perfectly, they are located at Tacoma and Lake along with Edwards and Ocean.

Traffic continues to be a concern due to ongoing residential construction combined with commercial and water main construction. We have upped our presence on Atlantic where we are receiving many concerns. I approved Overtime on 3 particular days where it is said to be busier than normal.

The concrete truck drivers are not the same from week to week, I am told due to the concrete shortage trucks are pulled as far away as Miami and further north depending on availability. Many of the drivers have limited English abilities.

Statistics follow



August - 2022 - Monthly Strategic Report

CAD Calls	Monthly Totals
Business / Residence Checks (Self-Initiated)	3283
Traffic Stops (Self-Initiated)	32
Calls for Service (Excluding 1050's & 1061's)	155
All CAD Calls - Total	3470

Data Source: CADS/Premier 1

*Omit Miscellaneous Calls

Note: P1 is a dynamic system. Meaning that #'s can change from what was previously reported in the event there is a location or call type re-classification/modification.

Summary: During the month, there were 3470 generated calls within the district. 96% of these calls were self-initiated.

Data below represents Traffic Activity conducted by D20 Deputies

Data Source: D20 Office Staff

Total Citations	Total Warnings	Parking Citations
5	34	8

Arrest and NTA Statistics

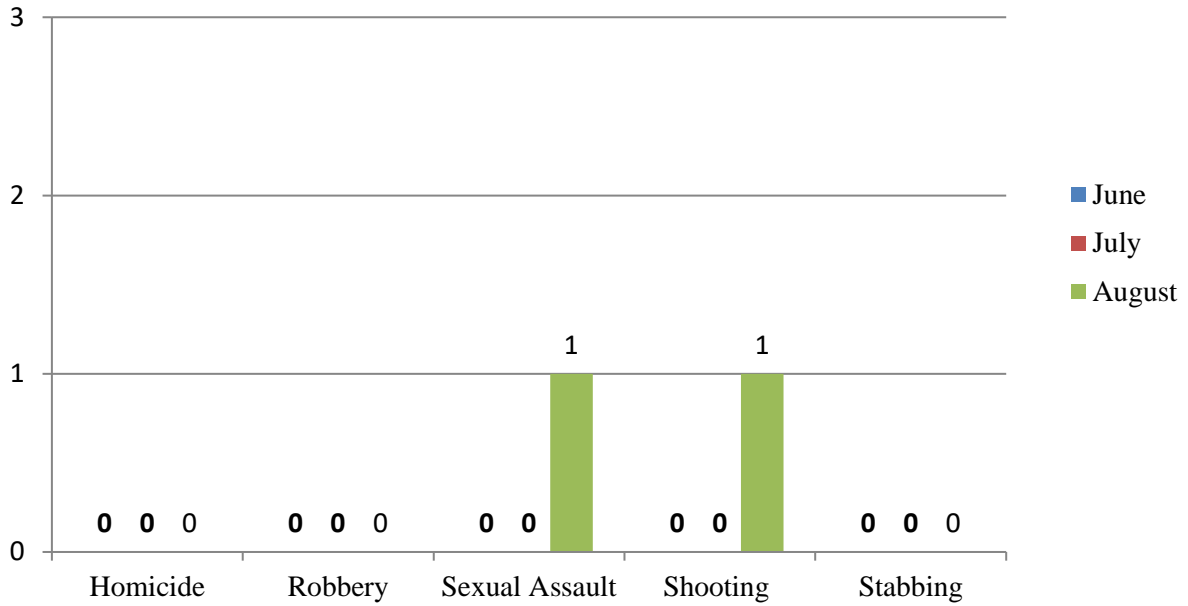
Arrest Data
Arrests & Notice to Appear (NTA) within District 20
Total Count - 0

Data Source: CADS/Premier 1

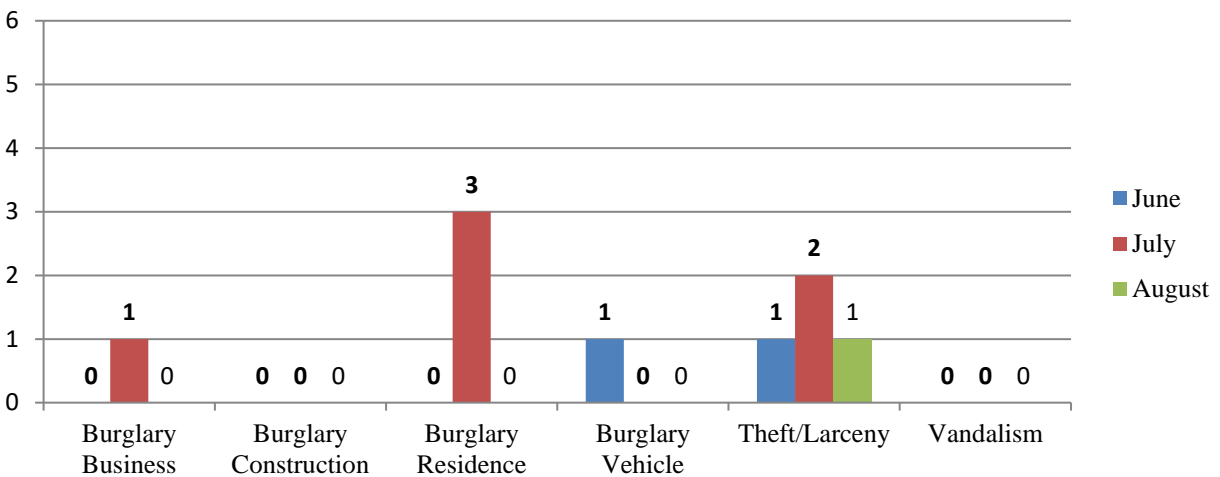
DATA ANALYSIS

The data included in this report is charted and graphed to illustrate and compare changes over a specific time period. These charts and graphs are utilized to assist in determining crime trends and to measure enforcement efforts. This data is utilized in conjunction with other analysis to develop directed patrol and various enforcement activities. The analysis included on these pages is presented as a brief highlight to explain the salient points of this report.

D20 Monthly Stats
Homicide, Robbery, Sexual Assault, Shooting, Stabbing
 Data Source: CADs/P1



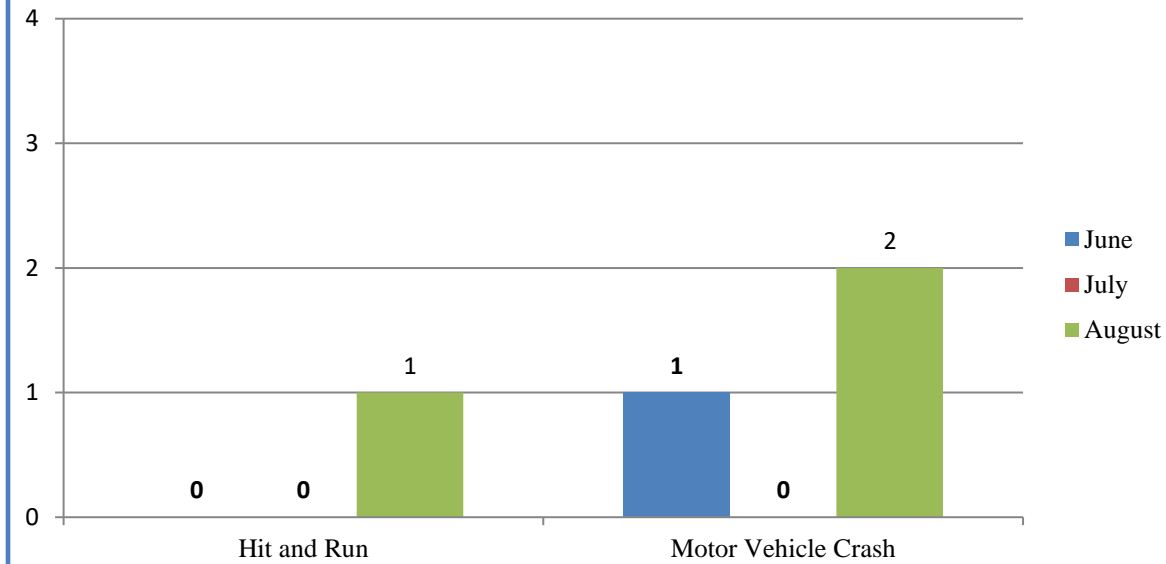
D20 Monthly Stats
Burglaries, Theft & Vandalism
 Data Source: CADs/P1



D20 Monthly Stats
Stolen Vehicles & Stolen Vehicle Recoveries
 Data Source: CADS/P1

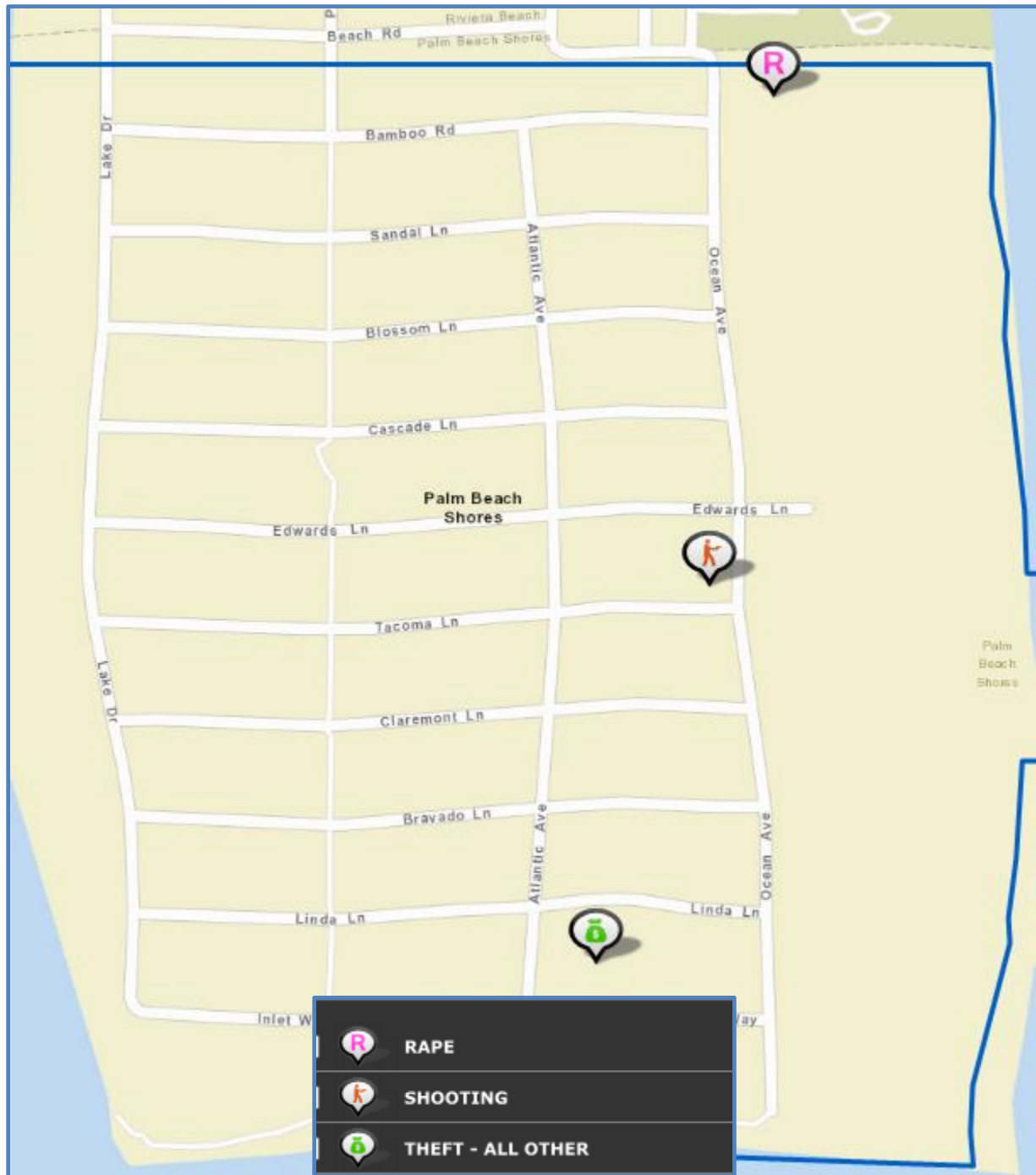


D20 Monthly Stats
Hit and Run & Motor Vehicle Crash
 Data Source: CADS/P1



District 20 Map of Activity

Data: Source: CrimeView Dashboard



FIR MAP

6 Records Plotted in CrimeView Dashboard.



(6) Conducted per the FIR Track system.

Note: This # could change due to FIR's being inputted into system after search was conducted.



MONTHLY ACTIVITIES REPORT TO THE TOWN COMMISSION
TOWN OF PALM BEACH SHORES
DEPARTMENT OF EMERGENCY SERVICES
18 August 2022 – 21 September 2022

TO: Mayor Alan Fiers
Town Commissioners

FROM: Trevor L. Steedman, Fire Chief / Director of Emergency Services

DATE: 21 September 2022

OPERATIONS

FIRE DEPARTMENT

COMMUNITY RISK REDUCTION (CRR) INITIATIVES

- Fire / Life Safety Inspections and Fire Protection Systems Plans Review
 - Exploring alternative Palm Beach County Fire Rescue services
- Hydrant Inspection Program (Monthly)
 - Hydrant at Edwards & Atlantic is out of service
- Special Secondary Certificate of Public Convenience & Necessity (COPCN)
 - Provide immediate Advanced Life Support (ALS) service for Palm Beach Shores. Alternative transport options are currently being explored.
- *Community CPR & AED* – Presented twice annually for Town residents.
- *Courtesy Home Fire Safety Surveys* – (Implemented: November 2017)
- *Pulse Point* mobile application site – *Pulse Point* is a pre-arrival solution designed to support public safety agencies working to improve cardiac arrest survival rates through improved bystander performance.
- *Pre-Incident Planning* – On-going initiative to familiarize first responders with high-risk occupancies, unique hazards and special properties in Palm Beach Shores and plan accordingly for potential emergencies.
- *File of Life* Program – (Program initiated on 15 March 2017). Program materials funded through budgeted line item: *Community Risk Reduction - Prevention*. Kits are available during business hours at the Town Hall front office.



MONTHLY ACTIVITIES REPORT TO THE TOWN COMMISSION
TOWN OF PALM BEACH SHORES
DEPARTMENT OF EMERGENCY SERVICES
18 August 2022 – 21 September 2022

- *Fire Extinguisher Selection, Use and Maintenance*
 - Hands-on training and education opportunity presented to community members and our partners in the business community by PBSFD Firefighters.
- *Code X-Ray Placard Program* – Identifies Unsafe/Unstable/Vacant buildings.
 - 123 Ocean Avenue – Sea Spray

STAFFING

- Career Staff. – No current vacancies.
 - One member on light duty (Injury / Surgery)
- Volunteer Staff
 - Recruitment and Retention efforts remain a priority. The entry versus attrition rate (predominantly due to full-time employment opportunities with other area departments) remains constant. There are 47 volunteer members certified to State Minimum Standards on the “Active” rolls at the time of this report.

WORKFORCE & OFFICER LEADERSHIP DEVELOPMENT

- Training & Continuing Education programs ongoing

FLEET DEPLOYMENT & MAINTENANCE

- All units in service at the time of this report
- Beach/Water Rescue/Special Events UTV has arrived and is being outfitted for service – Funded through previous donation from the Fleming Family Foundation

INDUSTRY & PROFESSIONAL STANDARDS COMPLIANCE INITIATIVES

- Adopted *National Fire Service Professional Qualifications Board* standards or equivalent for Line, Staff and Command level Officers, Fire Apparatus Driver Operator (FADO) and Firefighters to include:



MONTHLY ACTIVITIES REPORT TO THE TOWN COMMISSION
TOWN OF PALM BEACH SHORES
DEPARTMENT OF EMERGENCY SERVICES

18 August 2022 – 21 September 2022

- NFPA 1001 *Standard for Fire Fighter Professional Qualifications*
- NFPA 1002 – P *Standard for Fire Apparatus Driver/Operator (FADO) Professional Qualifications.*
 - PBSFD FADO program (implemented in September 2017).
- NFPA 1021: *Standard for Fire Officer Professional Qualifications*
 - Validate rank structure for integration into County NIMS/ICS model.
- NFPA 1720 *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations and Special Operations to the Public by Volunteer Fire Departments*

OCEAN RESCUE

GEAR & EQUIPMENT

- All Equipment is in service at the time of this report.

BEACH & WATER CONDITIONS

- Water quality for Phil Foster Park listed as “Poor” with adjacent waters (Riviera Beach & Palm Beach listed as “Good” at the time of this report.

OFFICE OF EMERGENCY MANAGEMENT

COVID-19:

- PBC Emergency Operations Center is maintaining COVID-19 operations at Activation Level III (Enhanced Monitoring). County Emergency Management will continue communication with Local / Municipal Emergency Management representatives as conditions change.

Comprehensive Emergency Operations Plan (CEOP): - Ongoing

- Purpose and Scope: Update/Create CEOP for the Town of Palm Beach Shores
- Four areas of focus: Preparation, Response, Mitigation and Recovery
- Complies and aligns with 27P-6.0023, Florida Administrative Code, County Comprehensive Emergency Management Plans (CEMP) and County Emergency Management Programs



MONTHLY ACTIVITIES REPORT TO THE TOWN COMMISSION

TOWN OF PALM BEACH SHORES

DEPARTMENT OF EMERGENCY SERVICES

18 August 2022 – 21 September 2022

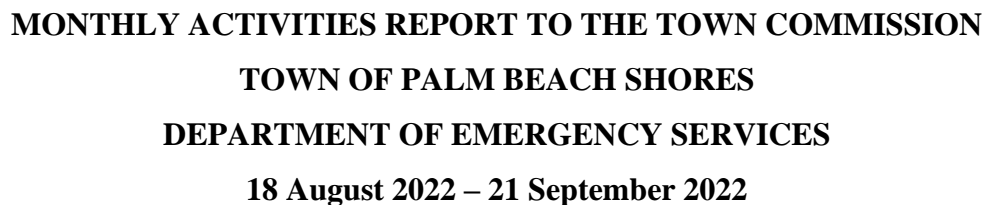
- Facilitate grant opportunities and streamline FEMA reimbursement efforts.
- Community Emergency Supply Program – Operational.

Continuity of Operations Plan (COOP): - Ongoing

- Purpose and Scope: The COOP enables organizations to continue their Essential Functions (EF's) across a wide spectrum of emergencies. This Plan applies to the functions, operations, and resources necessary to ensure the continuation of the Town's Essential Functions, in the event its normal operations at Town Hall or Town facilities are disrupted or threatened with disruption. This Plan applies to all Town personnel and contractors vital to daily operations. Palm Beach Shores staff must be familiar with Continuity policies and procedures and their respective Continuity roles and responsibilities. This Continuity Plan ensures the Town of Palm Beach Shores is capable of conducting its essential missions and functions under all threats and conditions, with or without warning, including natural and manmade disasters, technological emergencies, and military or terrorist attack-related incidents.
- Based on a vulnerability assessment which identifies capabilities, limitations, and potential threats.
- Identify and address any potential critical points of failure.

Incident Action Plans (IAP's): – Hurricane / Storm Event Template (on stand-by)

- Purpose and Scope: Provides a recognized template to establish control objectives and communicate critical information during planned and unforeseen events and emergencies.
- Response strategies and operational goals for operational periods are regularly updated.



FIRE / EMS (August 2022)	TOTAL CALLS FOR SERVICE	40		
		Fire-Related: 10	EMS-Related: 29	HazMat Related: 01
	LAST REPORTING PERIOD	40		
		Fire-Related: 07	EMS-Related: 33	HazMat Related: 00
	PERCENTAGE OF INCREASE / DECREASE	Total: No Change Fire - Related: ↑ 42.85% EMS - Related: ↓ 12% HazMat Related: ↑ 100%		

OCEAN RESCUE (August 2022)	Rescue Report	Rescues: 00 Assists: 00 Vessel Assists: 01
	Prevention & Education	Contacts: 248
	First Aid Provided	Occurrences (Minor): 46

FORMAL TRAINING & DRILLS	DATE	TIME	LOCATION	TYPE			NATURE	STAFFING	NOTES
				FIRE	RESCUE	EMS			
	30 Aug 2022	1830	Phil Foster Park		X		Dive Rescue Ops.	16	Hands-On
	13 Sep 2022	1830	Station 80	X	X	X	RIT Operations	18	Hands-On
	20 Sep 2022	1830	90 Edwards	X	X	X	Elevator Incidents	16	Classroom
Formal Training Drills – 03									
Personnel Participation – 50									
Personnel Training Hours – 150									



Public Works Department

Monthly Status Report

September 2022

Community Center:

1. Received the three quotes to replace the 2nd floor east balcony awning. The contract was awarded to Awnings Contractors & Designers Inc. The cost for the project \$23,566.98 that included replacement of the canopy and replacement of the existing steel frame that is rusted beyond repairs and will be replaced with an all-aluminum frame. The installation timeframe is another two to three weeks. The Permit and specifications were approved by Building Department and Fire Department.
2. The Project concerning the Kitchen Remodel on the 2nd floor is on hold due to further discussions.
3. The repairs to the 1st floor Men and Women's bathrooms are underway with a start date Thursday, September 22, 2022, estimated completion is three weeks.
4. The projects listed is funded through the approved general and capital budget.

Grounds & Parks:

1. Received three new quotes to order the new Park Benches for Inlet Park. The vendor BELSON OUTDOORS was awarded the sale at a cost of \$ 9,990.00 for 6 each concrete benches. Estimated delivery time Friday, August 19, 2022. The concrete benches were installed on the Inlet Park Wednesday, August 31, 2022. The new plaques are on order.
2. Scheduling to install concrete slabs under the Parkway benches due to safety concerns. The concrete slabs will replace the existing individual square pavers creating an uneven surface and trip hazards. There is a total of 37 concrete slabs to be installed. This project will be performed by the Public Works Staff.
3. Receiving quotes to replace the damaged concrete trash cans located on the Parkway, Inlet Park, and Beach. The vendor BELSON OUTDOORS was awarded the sale at a cost of \$ 9908.24 for 10 each concrete trash cans with plastic can liners. Delivery time six to eight weeks. The Concrete cans were delivered Friday, September 2, 2022. They will be distributed Tuesday, September 27, 2022.
4. Scheduling to pressure wash the Parkway sidewalk, bricks, and park benches.
5. Scheduling to convert all the Irrigation mechanical time clock controllers and zone valves to digital located along the Parkway. There is a total of 5 stations to be converted. This will improve water consumption and maintenance costs. The work will be completed by the Public Works Department staff.

6. Beach Boardwalk Renovations under Chickee Hut replaced wood and hardware for deck and fresh paint on wood benches, railings, and wood posts, and wood deck boards. Project completed Thursday, September 1, 2022.
7. Renovations required to the Parkway Fountain, new plumbing, electrical, stucco repairs, and Painting. Project still ongoing due to waiting on materials.
8. The projects listed is funded through the approved general and capital budget.

Streets:

1. Performed Maintenance and Inspection on Tuesday, September 13, 2022, on the Lake Drive and Bamboo Road Tidal Valve. The integrity and operation of the Tidal Valve is within factor standards.
2. Scheduling to repair the Sewer Manhole spacer ring to secure the Manhole Lid located on Linda Lane in the 300 block. The repairs are required due to Heavy Traffic and Road surface change. Waiting for contractors' availability.
3. The projects listed is funded through the approved general budget.

Lift Stations:

1. Scheduling to receive quotes to replace the 8-inch riser pipes in the wet well of the Lake Drive Lift Station #01. Possible piggyback contract available for project. Waiting on contractors' availability. Estimated date Wednesday, August 24, 2022. The contract was awarded to Hinterland Group with a piggyback Contract Palm Beach County Water Utilities District. The project was completed Friday, September 2, 2022.
2. Scheduling to reline the streets sewer manholes in various locations. Waiting on contractors' availability.
3. Scheduling to perform the preventive maintenance cleaning of the Town's main sewer lines running under the streets. Linda Lane is scheduled for Tuesday, August 30, 2022. The maintenance was performed Wednesday, and Thursday, September 14, 15, 2022. Linda Lane and Bravado Lane from Ocean Ave to Lake Drive were cleaned and camera video. The integrity of the gravity sewer lines and connections met the factory specifications.
4. Receiving Quotes for the Lake Drive lift station North Pump as it is out of service and requires replacement.
5. The projects listed is funded through the approved general and capital budget.

Public Works Building, Police Building, Fire Department Annex Building, Beach Building:

1. Scheduling to install the new weathervane on the Town Hall Copula and paint the Copula roof.
2. Scheduling to clean the Town Hall roof tiles as per code.
2. The projects listed is funded through the approved general budget.

Capital Projects For 2021-2022:

1. Community Center Replace 1st floor fireproof metal doors: **Public Works Repaired.**
2. Community Center Replace 2nd floor east balcony awning: **In progress / Contractor.**
3. Paint Exterior of Town Hall, Police, and Fire Bay: **Public Works performed the work. Town Hall is completed. Police and Fire Bay is completed.**

4. Town Hall new Fire Alarm monitoring system: **Receiving Estimates / Contractor.**
5. Inlet Park, Parkway, Beach, and town streets replace concrete trash cans: **Has been Delivered**
6. Inlet Park and Beach replace concrete benches: **Benches Installed.**
7. Streets New Storm grates and concrete aprons: **In progress / Public Works to perform the work. Storm Grates are installed.**
8. Lift station #01 Lake Drive replace wet well riser pipes and pump base plates: **Contractor Completed Project.**

Training / Certificates:

1. Continuing Education in Florida Stormwater Erosion and Sedimentation Control. No cost to the Town.
2. FSA Training Stormwater Training in compliance with FDEP. A 5-year Certificate awarded. Level 1 and Level II Certificates awarded to Jonathan and Rudy scores in the high 90%.
3. OSHA'S Model Training Program for multiple certifications & continuing education credits. No cost to the Town.
4. Safety Meeting scheduled for Tuesday, September 13, 2022, Public Works Safety Officer (Public Works Director).
5. Lift Stations Pumps and Valves training by PSI Technologies. No cost to the Town.

Updates:

1. AT&T Project.
2. Watermain Project.

TOWN CLERK'S REPORT
August 2022 Statistics
September 2022, Commission Meeting

Building Department Information	August 2022: Total Permits issued: 28 Total Permit Fees Paid: \$ 50,520.54 Reminder: Working without a permit will result in a stop work order and a charge of 4 times the permit fee. Unsure if you need a permit, call the Building Department, and we'll be glad to help you.
Code Compliance	<p>Code Violation: Sec. 18-329. – Property Maintenance. 1 Closed. 0 Open.</p> <p>Code Violation: Sec. 78-79. Landscaping Maintenance. 11 Closed. 1 Open. 337 Edwards Lane</p> <p>Code Violation: Sec. 14-106. Florida Building Code (Structural Engineering Report for the condition of the building) 0 Closed. 3 Open. 220 Inlet Way, 115 Inlet Way, 220 Inlet Way</p> <p>Code Violation: Sec. 14-106. Florida Building Code (Work without a permit) 0 Closed. 1 Open. 145 Ocean Ave Unit 210</p> <p>Code Violation: Sec. 70-82. – Trailer in driveway. 1 Closed. 0 Open.</p> <p>Code Violation: Sec. 18-16. Business Tax Receipt / Certificate of Use 0 Closed. 1 open. 121 Tacoma Lane</p> <p>Code Violation: Sec. 78-75. Sight Line Triangle 1 Closed 0 Open</p> <p>Total Amount of Cases created that are closed from 8/18/22 – 9/21/22: 14</p> <p>Total Amount of Cases created that are still open from 8/18/22 – 9/21/22: 3</p> <p>Total count of Cases 8/18/22 – 9/21/22: 17</p> <p>Notice of Violation Sent: 337 Edwards Land - Landscaping Maintenance 115 Inlet Way - Dumpster in the parking lot</p> <p>Special Magistrate (Upcoming Oct. 27, 2022): 200 Tacoma Ln - Landscaping Maintenance 118 Cascade Ln - Property Maintenance</p>
TOWN HALL Upcoming Meetings and Important Dates Additional Information	<ul style="list-style-type: none"> • Election Qualifying Periods are; November 1, 2022 No earlier than noon through November 18, 2022 No later than Noon. The Election is March 2022. • Meetings: • Oct 6, 2022, DRC Meeting (moved from Oct. 5, 2022 • Oct 10, 2022, Commission Workshop & Oct 24 Commission Meeting • Oct 26, 2022, P&Z Meeting

RESOLUTION NO. R- 9 -22

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, PROVIDING AN UPDATED AND REVISED COMPREHENSIVE SCHEDULE OF FEES AND CHARGES FOR SERVICES PROVIDED BY THE TOWN; PROVIDING THAT THE TOWN'S REVISED SCHEDULE OF FEES AND CHARGES SHALL BE AVAILABLE FOR INSPECTION AT ALL TIMES AT THE TOWN HALL DURING REGULAR BUSINESS HOURS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Town Commission of the Town of Palm Beach Shores has previously adopted fees as set forth in the Town's Fee Schedule to be imposed for the various services rendered by the Town for its citizens and for other members of the public; and

WHEREAS, the Town Commission of the Town of Palm Beach Shores desires to adopt various additions and revisions to the Town's Fee Schedule; and

WHEREAS, the Town Commission of the Town of Palm Beach Shores desires to make certain the updated Fee Schedule, including the additions and revisions as set forth therein, is available for inspection such that any member of the public may be aware of the cost of all services provided by the Town of Palm Beach Shores.

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

SECTION 1: The Town Commission of the Town of Palm Beach Shores, Florida, hereby officially adopts the comprehensive revised schedule of fees and charges attached hereto as Exhibit "A" and made a part hereof as if fully set forth herein.

SECTION 2: The updated Fee Schedule, as set forth in Exhibit "A" shall be available at the Town Hall for inspection by the public during normal business hours.

SECTION 3: This Resolution specifically supersedes any and all other fee schedules previously adopted, including but not limited to Resolution R-12-20, adopted September 29, 2020.

SECTION 4: This Resolution shall take effect immediately upon adoption by the Town Commission.

PASSED AND ADOPTED this ____ day of September 2022.

Alan Fiers, Mayor

ATTEST:

Jude Goudreau, Town Clerk

(Seal)

Town of Palm Beach Shores Fee Schedule



TYPE OF FEE	AMOUNT
<u>ADMINISTRATIVE FEES</u>	
Certified Copies	\$ 5.00 each
Lien Search	\$ 25.00
Lot File Review	\$ 15.00 free for owners
Meeting with:	
Code Official	\$ 150.00 per hour
Building Official	\$ 150.00 per hour
Zoning Official	\$ 150.00 per hour
Open Records:	
Search/Retrieval	See Open Record Rate Schedule - Exhibit B
Electronic Copies	No charge if available
Black & White Copies	\$ 0.15 per page
Color Copies & Double Sided	\$ 0.20 per page
Business Tax Receipt (administrative fees):	
Annual BTR Inspections by Code Officer - residential	\$ 50.00
Annual BTR Inspections by Code Officer - commercial	\$ 100.00 includes timeshares
Re-Inspections	\$ 50.00
Transfer (to new owner)	10% of BTR max \$25; min \$3; per F.S. Sec 205.033(2)
Transfer (to new location)	10% of BTR max \$25; min \$3; per F.S. Sec 205.033(3)
Transfer (to new name)	\$ 15.00
Duplicate	\$ 15.00
Annual Fire Inspection Fee	
Residential	\$ 50.00
Commercial	\$ 125.00 includes timeshares
Re-Inspections - residential	\$ 50.00
Re-Inspections - commercial	\$ 125.00 includes timeshares
Solicitor Fees for all commercial activity	
<i>(See Sec. 18-42 of the Town Code of Ordinances)</i>	
Annual Fee	\$ 300.00
Monthly Fee, 30 day (minimum required)	\$ 50.00
For Sale or For Rent Signs	\$ 55.00 per sign
Garage Sale Sign deposit (refundable)	\$ 40.00 per sign
Garage Sale Permit	\$ 15.00

Town of Palm Beach Shores
Fee Schedule



TYPE OF FEE	AMOUNT		
Beach Parking Permit:			
Resident (annual)	\$	10.00	
Guest Pass or Hotel/Motel	\$	10.00	
Non-Resident (annual; limited to # of permits issued per year – set by Town Commission)	\$	350.00	
Special Event Permit (Town Beach or on any Town Property)			
Timely Application	\$	50.00	
Untimely Application	\$	150.00	
No Special Event Permit on Beach or any Town Property	\$	500.00	Fine
Community Center Rental			
RESIDENT RENTAL			
First Floor of Community Center			
Security Deposit	\$	50.00	Refundable
Rental Fee (10 Hours) <i>includes sales tax 7%</i>	\$	53.50	
Additional Hours - <i>includes sales tax 7%</i>	\$	53.50	per hour
Grill - <i>includes sales tax 7%</i>	\$	26.75	
Kitchen - <i>includes sales tax 7%</i>	\$	26.75	
Cleaning Fee (non refundable)	\$	175.00	Non refundable
Special Permit (over 50 guests)	\$	50.00	
Second Floor Community Center			
Security Deposit	\$	500.00	Refundable
Rental Fee (10 Hours) <i>includes sales tax 7%</i>	\$	428.00	
Additional Hours - <i>includes sales tax 7%</i>	\$	107.00	per hour
Cleaning Fee (non refundable)	\$	255.00	Non Refundable
Special Permit (over 50 guests)	\$	50.00	
Approved Service Provider (FOR NON-RESIDENT RENTAL)			
Security Deposit	\$	2,000.00	Held while approved service provider
First Floor - Rental Fee (10 Hours)	\$	250.00	
Second Floor - Rental Fee (10 Hours)	\$	2,100.00	
Additional Hours	\$	150.00	per hour
Special Permit (over 50 guests)	\$	50.00	
Underground Utility Waiver Application	\$	50.00	
Unauthorized Sewer Connection; Per Incident	\$	500.00	
<i>(See Town Code of Ordinances, Sec. 74-131)</i>			

Town of Palm Beach Shores
Fee Schedule



TYPE OF FEE	AMOUNT	
Sewer System Maintenance Rates		
<i>(See Town Code of Ordinances, Sec. 74-131)</i>		
Single unit / vacant single unit lot accounts	\$	32.00
Multiple units w/ facilities for meal preparation	\$	26.00
Multiple units w/o facilities for meal preparation	\$	23.58
Each seat in restaurant/lounge/bar	\$	3.93
Each marina boat slip	\$	2.62
Proportionate Fair-Share Program Application	\$	50.00
Special Meetings/Hearings	\$	150.00 plus advertising costs

Town of Palm Beach Shores
Fee Schedule



TYPE OF FEE	AMOUNT
<u>LAW ENFORCEMENT</u>	
Parking Penalties:	
Obstructing Traffic	\$ 35.00
Parallel parking within 10 ft. of fire hydrant	\$ 60.00
Parking on any street or right-of-way, including the "10-foot strip"	\$ 35.00
Double-parking	\$ 35.00
Parking in prohibited area posted with a "No Parking" sign	\$ 35.00
Parallel parking w/in 15 ft. of a "STOP" sign	\$ 45.00
Blocking driveway, public or private	\$ 45.00
Parking on private property w/out permission	\$ 45.00
Parking at beach parking lot w/out permit	\$ 60.00
Parking at beach parking lot with expired permit	\$ 35.00
Parking in handicapped parking space w/o permit	\$ 260.00
Parking in fire lane or zone	\$ 85.00
Parking in any manner as to block any portion of a sidewalk and/or bicycle path or cross walk	\$ 35.00
Parking outside of designated lines at beach or Town Hall parking lots	\$ 35.00
Other Penalties	
Littering	\$ 200.00
Animals (Chapter 10) Violations:	
First violation	written or verbal warning citation
Second violation	\$ 100.00
Subsequent violations	\$ 200.00 each
Illegal use of bicycles, roller-skates, rollerblades, skateboards, quadricycles, electric vehicles of any kind	\$ 25.00

Town of Palm Beach Shores Fee Schedule



TYPE OF FEE	AMOUNT
<u>PLANNING AND ZONING</u>	
Development Orders *	
Development Application Fee (DRC)	\$ 350.00 Plus Contracted Services
P&Z Application Fee	\$ 350.00 Plus Contracted Services
Variance	\$ 750.00 Plus Legal Ads/Contracted Services
Special Exception	\$ 250.00
Comprehensive Plan Amendment	\$ 750.00
Re-zoning	\$ 750.00
Plat Approval	\$ 600.00 Plus Contracted Services
Site Plan Review or Modification	\$ 350.00
Telecom Site Plan Review of Modification	\$ 500.00
Building Plan Review & Inspections	\$ 150.00
Administrative Appeal	\$ 250.00

**All development orders are subject to the fees listed herein in addition to any legal fees associated with the Town's review/processing of the development application, any costs associated with the Town's consultants' review of the development application, postage and advertising, which may exceed the fee amount listed herein per Sec 14-83 and pf 17.4 of the Town Code*

Specially set meetings of the DRC, Planning & Zoning Board and/or Town Commission at the request of an applicant shall require the applicant to pay actual cost (minimum one hour) in advance for all Town consultants' involvement in said meeting(s), including, but not limited to the Town Attorney, Planner, Engineer and other consultants as applicable.

Town of Palm Beach Shores Fee Schedule



TYPE OF FEE	AMOUNT
BUILDING PERMIT FEES	

Building permit fees are determined based on the valuation formula as follows:

<i>Structure Cost</i>		<i>Permit</i>
<i>Over:</i>	<i>But Not Over:</i>	<i>Fee:</i>
\$ -	\$ 1,000.00	\$ 30.00
\$ 1,000.00	\$ 100,000.00	\$30 + 3% of amount over \$1,000.00
\$ 100,000.00	\$ 250,000.00	\$3,000 + 2% of amount over \$100,000.00
\$ 250,000.00	\$ 500,000.00	\$6,000 + 1.5% of amount over \$250,000.00
\$ 500,000.00	---	\$9,750 + 1% of amount over \$500,000.00

IMPORTANT NOTE:

Pursuant to Section 553.721 Florida Statutes, the Building Department is required to assess and collect a **1% surcharge** (minimum \$2.00) on all permit fees associated with the enforcement of the Florida Building Code. Pursuant to Section 468.631 Florida Statute, the Building Department is required to assess and collect at **1.5% surcharge** (minimum \$2.00) on all permit fees associated with the enforcement of the Florida Building Code. **The total minimum amount collected on any permit pursuant to these state statute provisions will be \$4.00.**

Additional Fees:

Plan Review or Plan Revision	\$ 80.00 per hour
Permit Revision (not including Plans revisions)	\$ 75.00
Change of Contractor Fee	\$ 30.00
Re-Inspection fee	\$ 50.00
Electrical Permit	\$ 30.00
Reinstate Expired Permit of Less Than 1 Year	Half of Valuation Formula Above
Reinstate Expired Permit of More Than 1 Year	Per Valuation Formula Above

(May be waived in part or in total by the Building Official)

Open Records Process and Rates:

The Custodian of Records will receive all requests for records and distribute the requests to the various departments for processing the data. A record request can be anonymous or in writing if the requestor desires, requests can be received in person, via email, or telephone.

There will be no charge for the first 30 minutes for the search, retrieval, and copying of any open records request.

There will be no charge for any documents that are currently stored in an electronic format.

If the search, retrieval, and coping time exceeds 30 minutes, there will be an hourly administrative charge not to exceed the hourly rate of the lowest paid full-time employee who, in the discretion of the custodian of records, has the necessary skills and training to perform the request.

Copying charges will also be incurred at the cost of \$.015 per page for black/white copies and \$.020 per page for color copies.

Electronic records transferred to Flash Drive will be \$15 each.

Lot File Review Requests - \$15 per file paid in advance.

Documents that cannot be produced in-house will be sent to the town's reproduction vendor and the requestor will be charged the actual costs for reproduction.

For requests expected to exceed \$25, an estimate of costs will be prepared and must be approved by the requestor. Any anticipated costs exceeding \$25, \$50, or \$100 will be paid in advance as a deposit. If the final costs exceed the anticipated costs, final payment of the balance will be paid prior to the release of any records. If the balance is not paid within 10 days of receiving the final costs invoice, the deposit will be forfeited. Any payment over the actual costs will be refunded within 10 business days.

EXHIBIT "B" **TO TOWN'S FEE SCHEDULE**

Town of Palm Beach Shores Fee Schedule



TYPE OF FEE	AMOUNT	
<u>ADMINISTRATIVE FEES</u>		
Certified Copies	\$ 5.00	each
Lien Search	\$ 25.00	\$ 15.00
Lot File Review	\$ 15.00	free for owners
Meeting with:		
Code Official	\$ 150.00	\$ 75.00 per hour
Building Official	\$ 150.00	\$ 85.00 per hour
Zoning Official	\$ 150.00	\$ 135.00 per hour
Open Records:		
Search/Retrieval		See Open Record Rate Schedule - Exhibit B
Electronic Copies		No charge if available
Black & White Copies	\$ 0.15	\$ 0.10 per page
Color Copies	\$ 0.20	\$ 0.15 per page
Business Tax Receipt (administrative fees):		
Annual BTR Inspections by Code Officer - residential		
Code Compliance Inspections	\$ 50.00	
Annual BTR Inspections by Code Officer - commerical		
Building Official Inspections	\$ 100.00	\$ 50.00 includes timeshares
Fire Inspections - residential	\$ 50.00	
Fire Inspections - commercial	\$ 75.00	
Re-Inspections BTR	\$ 50.00	\$ 25.00
Transfer (to new owner)		10% of BTR max \$25; min \$3; per F.S. Sec 205.033(2)
Transfer (to new location)		10% of BTR max \$25; min \$3; per F.S. Sec 205.033(3)
Transfer (to new name)	\$ 15.00	
Duplicate	\$ 15.00	
Annual Fire Inspection Fee		
Residential	\$ 50.00	
Commercial	\$ 125.00	includes timeshares
Re-Inspections - residential	\$ 50.00	
Re-Inspections - commercial	\$ 125.00	includes timeshares
Solicitor Fees for all commercial activity		
<i>(See Sec. 18-42 of the Town Code of Ordinances)</i>		
Annual Fee	\$ 300.00	
Monthly Fee, 30 day - (minimum required)	\$ 50.00	

Town of Palm Beach Shores Fee Schedule



TYPE OF FEE	AMOUNT	
For Sale or For Rent Sign purchase	\$ 55.00	per sign
Garage Sale Sign deposit (refundable)	\$ 40.00	per sign
Garage Sale Permit	\$ 15.00	\$ 10.00
Beach Parking Permit:		
Resident (annual)	\$ 10.00	
Hotel/Motel Guest Pass or Hotel/Motel	\$ 10.00	
Non-Resident (annual; limited to # of permits issued per year – set by Town Commission)	\$ 350.00	\$ 200.00
Special Event Permit (Town Beach or on any Town Property)		
Timely Application	\$ 50.00	
Untimely Application	\$ 150.00	
No Special Event Permit on Beach or any Town Property	\$ 500.00	Fine
Community Center Rental		
RESIDENT RENTAL		
First Floor of Community Center		
Security Deposit	\$ 50.00	Refundable
Rental Fee (10 Hours) <i>includes sales tax 7%</i>	\$ 53.50	
Additional Hours - <i>includes sales tax 7%</i>	\$ 53.50	per hour
Grill - <i>includes sales tax 7%</i>	\$ 26.75	
Kitchen - <i>includes sales tax 7%</i>	\$ 26.75	
Cleaning Fee (non refundable)	\$ 175.00	Non refundable
Special Permit (over 50 guests)	\$ 50.00	
Second Floor Community Center		
Security Deposit	\$ 500.00	Refundable
Rental Fee (10 Hours) <i>includes sales tax 7%</i>	\$ 428.00	
Additional Hours - <i>includes sales tax 7%</i>	\$ 107.00	per hour
Cleaning Fee (non refundable)	\$ 255.00	Non Refundable
Special Permit (over 50 guests)	\$ 50.00	
Approved Service Provider (FOR NON-RESIDENT RENTAL)		
Security Deposit	\$ 2,000.00	Held while approved service provider
First Floor - Rental Fee (10 Hours)	\$ 250.00	
Second Floor - Rental Fee (10 Hours)	\$ 2,100.00	
Additional Hours	\$ 150.00	per hour
Special Permit (over 50 guests)	\$ 50.00	
Underground Utility Waiver Application	\$ 50.00	
Unauthorized Sewer Connection; Per Incident (See Town Code of Ordinances, Sec. 74-131)	\$ 500.00	
Sewer System Usage Rates (See Town Code of Ordinances, Sec. 74-131)		

Town of Palm Beach Shores
Fee Schedule



TYPE OF FEE	AMOUNT
Single unit / vacant single unit lot accounts	\$ 32.00
Multiple units w/ facilities for meal preparation	\$ 26.00
Multiple units w/o facilities for meal preparation	\$ 23.58
Each seat in restaurant/lounge/bar	\$ 3.93
Each marina boat slip	\$ 2.62
Proportionate Fair-Share Program Application	\$ 50.00
Special Meetings/Hearings	\$ 75.00 plus advertising costs

**Town of Palm Beach Shores
Fee Schedule**



TYPE OF FEE	AMOUNT
<u>LAW ENFORCEMENT</u>	
Impoundment:	
Towing	\$ 150.00
Storage	\$ 35.00 per day
Parking Penalties:	
Obstructing Traffic	\$ 35.00
Parallel parking within 10 ft. of fire hydrant	\$ 60.00
Parking on any street or right-of-way, including the "10-foot strip"	\$ 35.00
Double-parking	\$ 35.00
Parking in prohibited area posted with a "No Parking" sign	\$ 35.00
Parallel parking w/in 15 ft. of a "STOP" sign	\$ 45.00
Blocking driveway, public or private	\$ 45.00
Parking on private property w/out permission	\$ 45.00
Parking at beach parking lot w/out permit	\$ 60.00
Parking at beach parking lot with expired permit	\$ 35.00
Parking in handicapped parking space w/o permit	\$ 260.00
Parking in fire lane or zone	\$ 85.00
Parking in any manner as to block any portion of a sidewalk and/or bicycle path or cross walk	\$ 35.00
Parking outside of designated lines at beach or Town Hall parking lots	\$ 35.00
Other Penalties	
Littering	\$ 200.00
Animals (Chapter 10) Violations:	
First violation	written or verbal warning citation
Second violation	\$ 100.00
Subsequent violations	\$ 200.00 each
Illegal use of bicycles, roller-skates, rollerblades, skateboards, quadricycles on Parkway or Inlet Park	\$ 25.00

Town of Palm Beach Shores Fee Schedule



TYPE OF FEE	AMOUNT
PLANNING AND ZONING	
Development Orders *	
Development Application Fee	\$ 350.00 Plus Contracted Services and legal ads
P&Z Application Fee	\$ 350.00 Plus Contracted Services and legal ads
Comprehensive Plan Amendment	\$ 750.00
Variance	\$ 750.00 \$ 350.00 Plus Contracted Services and legal ads
Special Exception	\$ 250.00
Comprehensive Plan Amendment	\$ 750.00
Re-zoning	\$ 750.00
Plat Approval	\$ 600.00 Plus Contracted Services and legal ads
Site Plan Review or Modification	\$ 350.00
Telecom Site Plan Review of Modification	\$ 500.00
Building Plan Review & Inspections	\$ 150.00
Administrative Appeal	\$ 250.00

**All development orders are subject to the fees listed herein in addition to any legal fees associated with the Town's review/processing of the development application, any costs associated with the Town's consultants' review of the development application, postage and advertising, which may exceed the fee amount listed herein.*

Specially set meetings of the DRC, Planning & Zoning Board and/or Town Commission at the request of an applicant shall require the applicant to pay actual cost (minimum one hour) in advance for all Town consultants' involvement in said meeting(s), including, but not limited to the Town Attorney, Planner, Engineer and other consultants as applicable.

Town of Palm Beach Shores Fee Schedule



TYPE OF FEE	AMOUNT
BUILDING PERMIT FEES	

Building permit fees are determined based on the valuation formula as follows:

<i>Structure Cost</i>		<i>Permit</i>
<i>Over:</i>	<i>But Not Over:</i>	<i>Fee:</i>
\$ -	\$ 1,000.00	\$ 30.00
\$ 1,000.00	\$ 100,000.00	\$30 + 3% of amount over \$1,000.00
\$ 100,000.00	\$ 250,000.00	\$3,000 + 2% of amount over \$100,000.00
\$ 250,000.00	\$ 500,000.00	\$6,000 + 1.5% of amount over \$250,000.00
\$ 500,000.00	---	\$9,750 + 1% of amount over \$500,000.00

IMPORTANT NOTE:

Pursuant to Section 553.721 Florida Statutes, the Building Department is required to assess and collect a **1% surcharge** (minimum \$2.00) on all permit fees associated with the enforcement of the Florida Building Code. Pursuant to Section 468.631 Florida Statute, the Building Department is required to assess and collect at **1.5% surcharge** (minimum \$2.00) on all permit fees associated with the enforcement of the Florida Building Code. **The total minimum amount collected on any permit pursuant to these state statute provisions will be \$4.00.**

Additional Fees:

Plan Review or Plan Revision	\$ 80.00 per hour
Permit Revision (not including plan revisions)	\$ 75.00
Change of Contractor Fee	\$ 30.00
Re-Inspection fee	\$ 50.00
Electrical Permit	\$ 30.00
Demolition Permit	\$ 100.00
Telecom or Utilities Registration	\$ 100.00
Reinstate Expired Permit of Less Than 1 Year	\$ 30.00 Half of Valuation Formula Above
Reinstate Expired Permit of More Than 1 Year	Per Valuation Formula Above
	(May be waived in part or in total by the Building Official)

ORDINANCE NO. O-4-22

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, AMENDING CHAPTER 78. VEGETATION. AT ARTICLE III. LANDSCAPING., SECTION 78-77.1. – DESIGN GUIDELINES. TO REQUIRE ADDITIONAL LANDSCAPING TO BE PLACED AT FIFTEEN FOOT INTERVALS AGAINST LONGER EXPANSES OF BUILDING WALLS WITH LITTLE ARCHITECTURAL DETAIL AND NO REQUIRED PRIVACY SCREENING TREES TO BREAK UP THE WALLS FOR MULTI-STORY STRUCTURES IN ALL ZONING DISTRICTS; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF CHAPTER 78 SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ADOPTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, currently Section 78-77.1(d) of the Town Code requires the installation of landscaping for multi-story structures in Zoning Districts A and B to provide adequate privacy screening for windows located on higher stories to screen views to adjacent properties; and

WHEREAS, there are no current regulations to require landscaping for multi-story structures where no windows are present and no privacy screening is required; and

WHEREAS, with the prevalence of redevelopment in Town to include the construction of larger two-story residential structures, there is a need to revise the Town Code to increase the landscaping requirements for these and other multi-story structures to ensure that adequate landscaping is installed to soften larger walls with minimal architectural features; and

WHEREAS, the Town Commission of the Town of Palm Beach Shores believes these amendments to the Town's Zoning Code are in the best interest of the health, safety and welfare of the Town, its citizens, and all those doing business with the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, THAT:

Section 1: Chapter 78. Vegetation. of the Code of Ordinances of the Town of Palm Beach Shores is hereby amended at Article III. Requirements., Section 78-77.1. – Design Guidelines. to require additional landscaping to be placed at fifteen-foot intervals against longer expanses of building walls with little architectural detail and no required

privacy screen trees to break up the walls; providing that Section 78-77.1 shall hereafter read as follows:

Sec. 78-77.1. - Design guidelines.

- (a) *Foundation plantings.* Foundation plantings for all new construction are required on any side of a building that fronts on a street. Required foundation plantings should conceal the building foundation, should accentuate and beautify the front facade and should be a minimum of three feet in height at maturity.
- (b) *Front yard trees.* For all new development projects and new landscape plans, a minimum of three trees that comply with the requirements of article IV hereinbelow shall be required in the front yard. The minimum height of such required trees when planted shall be 75 percent of the beam height of the principal building. The minimum spread of such required trees when planted shall be 40 percent of the required tree height. In addition, three palm trees per platted lot shall be required to be planted in the ten-foot strip of town property a distance of four feet from the edge of pavement on all east-west roads in the town. Permitted palm tree species include Foxtail, Coconut, Queen, Triangle, Christmas, Date, Fishtail, Royal, Sago, or any other species specifically approved by the planning and zoning board as part of its architectural and aesthetic review.
- (c) *Multi-story structures, softening of walls.* For multi-story structures in all zoning districts, a canopy or palm tree shall be planted at an interval of one (1) tree every fifteen (15) feet along expanses of blank wall over ten (10) feet in length to create a softening effect for walls or sections of walls with minimal architectural detail and which do not contain trees to provide privacy screening as required by paragraphs (e) and (f) below. Such trees shall be installed at no less than 75 percent of the beam height of the principal building.
- (d)(e) *Landscape buffering of equipment.* For all new development projects, central air conditioning equipment, swimming pool equipment, emergency electrical generators, and outdoor trash containers located in accordance with the town's Zoning Ordinance and other applicable codes shall be sight screened with appropriate landscaping material.

~~(e)(d)~~ *Privacy screens, applicability.* In zoning districts A and B, all new development projects located on non-waterfront properties shall be subject to the privacy screen requirements set forth in paragraph ~~(f)(e)~~ below. In zoning district B, the following shall also trigger the applicability of the privacy screen requirements set forth in paragraph ~~(f)(e)~~ below:

- (1) Any activity or activities upon the lot over time requiring a permit or permits from the town pertaining to improvements that cumulatively amount to expenditures of money in excess of \$50,000.00.
- (2) Any change in use of the property.

~~(f)(e)~~ *Privacy screens, requirements.* Rear and side yard privacy screens are permitted, but not required with single story principal buildings. When the principal building is a two-story building rear and side yard privacy screens are required. Such privacy screens should generally be of sufficient height and density to screen the line of sight from second story balconies and windows into neighboring properties, however, the minimum height of trees utilized for rear yard privacy screens when planted shall be no less than 75 percent of the roof height of the principal building. As part of the architectural and aesthetic review pursuant to section 14-86, the planning and zoning board shall ensure that these requirements are met and that the privacy of properties adjacent to two-story buildings is protected. No trees shall be permitted to grow into overhead utility lines.

Section 2: Each and every other section and subsection of Chapter 78. Vegetation. shall remain in full force and effect as previously adopted.

Section 3: All ordinances or parts of ordinances in conflict be and the same are hereby repealed.

Section 4: Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance.

Section 5: Specific authority is hereby granted to codify this Ordinance.

Section 6: This Ordinance shall take effect immediately upon passage.

FIRST READING this ____ day of September, 2022.

SECOND AND FINAL READING this ____ day of October, 2022.

TOWN OF PALM BEACH SHORES

Alan Fiers, Mayor

ATTEST:

Jude Goudreau, Town Clerk

(Seal)

Approved as to form and legal sufficiency.

Keith Davis, Town Attorney

ORDINANCE NO. O-5-22

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES AT CHAPTER 30. FIRE PROTECTION AND PREVENTION. ARTICLE II. ADMINISTRATION. DIVISION 1 GENERALLY. SECTION 30-26 – FIRE CODE BOARD OF ADJUSTMENT AND APPEALS. TO UPDATE INTERNAL CODE REFERENCES; AND AT ARTICLE III. FIRE PREVENTION STANDARDS. DIVISION 2 CODES ADOPTED. SECTION 30-86. - FLORIDA FIRE PREVENTION CODE INCORPORATED BY REFERENCE. TO UPDATE STATE STATUTE REFERENCES IN THIS SECTION AND TO ADOPT BY REFERENCE THE MOST CURRENT LOCAL AMENDMENTS PROMULGATED BY PALM BEACH COUNTY AT THE REQUEST OF THE COUNTY FIRE MARSHAL; ALSO UPDATING INTERNAL CROSS REFERENCES; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF CHAPTER 30. SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ADOPTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Town of Palm Beach Shores has historically adopted, and continues to adopt as required by state law, the current editions of the Florida Fire Prevention Code and the Life Safety Code NFPA 101; and

WHEREAS, the Palm Beach County Fire Marshal enforces said codes in the Town via agreement between the Town and the county; and

WHEREAS, Palm Beach County has recently adopted the most current edition of the Florida Fire Prevention Code and the Life Safety Code NFPA 101 including local amendments thereto, which strengthen the requirements of the minimum fire safety code, and now requires the Town Commission to adopt same in order to enforce those codes in the Town; and

WHEREAS, the Town Fire Chief also recommends that the Town Commission adopt the Palm Beach County local amendments to the Florida Fire Prevention Code as set forth in Exhibit A to this ordinance, and to update internal references to state law and town code; and

WHEREAS, at a duly advertised public hearing, the Town Commission heard and considered comments of all parties wishing to be heard on this matter; and

WHEREAS, the Town Commission hereby finds and determines that said local amendments are more stringent than and strengthen the Florida Fire Prevention Code's minimum fire safety standards in accordance with Sections 633.202 and 633.208, Florida

Statutes, and that adopting said local amendments will serve the public interest and general welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, THAT:

Section 1: The foregoing recitals and findings are hereby confirmed and incorporated herein.

Section 2: Chapter 30. Fire Protection and Prevention of the Code of Ordinances of the Town of Palm Beach Shores is hereby amended at Article II. Administration, Division 1. Generally, Section 30-26 – Fire code board of adjustment and appeals, to update internal code references in this section; providing that Section 30-26 shall hereafter read as follows:

CHAPTER 30 – FIRE PROTECTION AND PREVENTION

ARTICLE II ADMINISTRATION

DIVISION 1. - GENERALLY

Sec. 30-26. - Fire code board of adjustment and appeals.

There is hereby established a fire code board of adjustment and appeals to review decisions made by the fire chief or fire inspector, as applicable, when a written appeal is filed within 30 days of the decision from which the appeal is taken. The members of this board shall be the same as those constituted as the building board of adjustment and appeals set forth in section 14-106 46 of the Code of Ordinances of the Town of Palm Beach Shores.

Section 3: Chapter 30. Fire Protection and Prevention of the Code of Ordinances of the Town of Palm Beach Shores is hereby amended at Article III. Fire Prevention Standards, Division 2. Codes adopted, Section 30-86 – Florida Fire Prevention Code incorporated by reference, to update state statute references in this section and to adopt by reference the most current local amendments promulgated by Palm Beach County at the request of the county fire marshal; providing that Section 30-86 shall hereafter read as follows:

CHAPTER 30 – FIRE PROTECTION AND PREVENTION

ARTICLE III FIRE PREVENTION STANDARDS

DIVISION 2. - CODES ADOPTED

Sec. 30-86. - Florida Fire Prevention Code incorporated by reference.

- (a) The most current edition of the Florida Fire Prevention Code, including the Life Safety Code, Pamphlet 101, by reference, as adopted by the state fire marshal and the state legislature pursuant to §§ 633.~~202~~ 0215 and 633.~~208~~ 025, F.S., is hereby incorporated by reference as the Fire Prevention and Life Safety Code for the Town of Palm Beach Shores, except as otherwise specified herein. The Florida Fire Prevention Code as amended by the most currently adopted local amendments promulgated by Palm Beach County shall be hereinafter referred to as "this Code" or the "Fire Prevention Code." ~~The local amendments to this Code are administrative in nature and are set forth in the other sections of Chapter 30.~~
- (b) Not less than one copy of the current edition of the Florida Fire Prevention Code specifically referenced above shall be on file at the office of the Town fire department. The provisions of this code shall be controlling within the Town of Palm Beach Shores, ~~save and except those portions such as are hereinafter deleted, modified, or amended by other sections of this chapter.~~

Secs. 30-87—30-95. - Reserved.

Section 4: Each and every other section and subsection of Chapter 30. Fire Protection and Prevention. shall remain in full force and effect as previously adopted.

Section 5: All ordinances or parts of ordinances in conflict be and the same are hereby repealed.

Section 6: Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance.

Section 7: Specific authority is hereby granted to codify this Ordinance.

Section 8: This Ordinance shall take effect immediately upon adoption.

FIRST READING this ____ day of August, 2022.

SECOND AND FINAL READING this ____ day of September, 2022.

TOWN OF PALM BEACH SHORES

Alan Fiers, Mayor

ATTEST:

Jude Goudreau, Town Clerk

(Seal)

Approved as to form and legal sufficiency.

Keith Davis, Town Attorney

ORDINANCE NO. O-6-22

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES AT APPENDIX A. ZONING. AT SECTION XV. VARIANCES AND SPECIAL EXCEPTIONS. BY REPEALING REFERENDUM LANGUAGE PROHIBITED BY STATE LAW AND UPDATING THE LEGAL ADVERTISING AND PUBLIC NOTICE PROCEDURES FOR ALL VARIANCE AND SPECIAL EXCEPTION APPLICATIONS; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF APPENDIX A. ZONING. SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ADOPTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, remnant language remains in Pf. 15.4 of the Town's Zoning Code requiring a referendum prior to acting upon variance requests to increase building height or lot coverage more than ten percent (10%); and

WHEREAS, this remnant language is in direct conflict with Section 163.3167(8), Florida Statutes and the precedent established by Archstone Palmetto Park LLC v. Kennedy, 132 So.3d 347 (Fla. 4th DCA 2014); and

WHEREAS, the same Pf. 15.4 prescribing the legal advertising and public notice requirements for variances and special exceptions contains antiquated language which exceeds the requirements of state law, creates a longer development application processing timelines and is generally burdensome on Town Staff;

WHEREAS, the Town Commission of the Town of Palm Beach Shores desires to amend the Town's Zoning Code to repeal the referendum language that is violative of state law and update the legal advertising and public notice requirements to reflect current practice and facilitate efficient development application processing while maintaining adequate notice to affected residents; and

WHEREAS, the Town Commission of the Town of Palm Beach Shores believes that these revisions to the Town Code of Ordinances are in the best interests of the Town of Palm Beach Shores and will promote the public health, safety and welfare of its citizens.

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

Section 1: Appendix A, Section XV. Variances and Special Exceptions. of the Code of Ordinances of the Town of Palm Beach Shores is hereby amended at Pf. 15.4. Procedure. to repeal referendum language prohibited by state law and to update the legal advertising and notice procedures for all variance and special exception applications submitted to the Town; providing that Pf. 15.4 shall hereafter read as follows:

Pf. 15.4. - Procedure.

Every person requesting a variance shall make written application to the Town Clerk ~~Building Official~~ therefor and file the same, with the necessary copies thereof, with the supporting facts and data as required by this Zoning Code. ~~The Building Official shall forthwith examine said application and endorse his recommendations thereon to the Chairman of the Planning and Zoning Board.~~ The Planning and Zoning Board shall consider such ~~the~~ applications and submit its recommendations to the Town Commission. ~~Thereupon, a~~ A notice ~~copy of said application shall be mailed by regular-certified mail to the owners of the property immediately adjacent thereto and across the street therefrom, at the address shown in-on the Palm Beach County Tax Collector's records Town tax records, together with a notice from the Building Official advising of the time of the public hearings on said application before the Planning and Zoning Board and the Town Commission.~~

The Town Clerk ~~Building Official~~ shall also cause to be published in a newspaper of general circulation in the Town a brief summary of said application and the date of the hearing, ~~directed "To all whom it may concern";~~ said notice shall be published once at least ten (10) ~~fifteen (15)~~ days prior to the date set for said hearing before the Planning and Zoning Board and the Town Commission, and notice shall be posted on the official bulletin board in the Town Hall and at two (2) other conspicuous locations in the Town.

~~Any request for a ten (10) percent or more increase in building height variance or a ten (10) percent or more increase in permitted lot coverage variance shall require the Town Commission to first determine the public interest through a referendum prior to making its final decision on the variance request.~~

No application shall be heard less than ~~ten (10)~~~~fifteen (15)~~ days after mailing to property owners directly affected as herein provided; and all applications will be heard at regular meetings of the Planning and Zoning Board and Town Commission, unless otherwise ordered by the Board or Commission, with statement of the reasons therefor spread on the official minutes.

All costs and expenses in the application and notification to adjacent owners {must} be paid by the applicant before the hearing on the application of a variance.

~~Building-Construction~~ permits for granted variances must be obtained within six (6) months of variance approval. A single renewable six-month period to obtain ~~buildingconstruction~~ permits may be allowed at the discretion of the Town Commission.

Any variance granted by the Town Commission prior to the enactment of Ordinance No. 201 on August 8, 1983, upon which a building permit was required not heretofore issued must be reviewed by the Planning and Zoning Board of Adjustment and Appeal.

~~{The} following~~ notice ~~required-appears~~ pursuant to F.S. § 286.0105, as amended from time to time, shall appear on all Town public agenda notices.÷

~~PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision made by the Planning and Zoning Board or Town Commission with respect to any matter considered at this meeting or hearing, such interested person will need a record of the proceedings, and for such purpose may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The meeting/hearing will be continued from day to day, time to time, place to place, as may be found necessary during the aforesaid meeting.~~

Section 2: Each and every other section and subsection of Appendix A. Zoning. shall remain in full force and effect as previously adopted.

Section 3: All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

Section 4: Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance.

Section 5: Specific authority is hereby granted to codify and incorporate this Ordinance into the existing Code of Ordinances of the Town of Palm Beach Shores.

Section 6: This Ordinance shall become effective immediately upon passage.

FIRST READING this ____ day of September 2022.

SECOND AND FINAL READING this ____ day of October 2022.

TOWN OF PALM BEACH SHORES

Alan Fiers, Mayor

ATTEST:

Jude Goudreau, Town Clerk

(Seal)

Approved as to form and legal sufficiency.

Keith Davis, Town Attorney

To: Commissioners and Mayor, Town of Palm Beach Shores

From: Ad Hoc Committee for treatment of encroachments

Dated September 13, 2022

Re: Recommendations for treatment of encroachments on town land pursuant to Town Resolution #R-07-22 adopted 5/23/22.

This Ad hoc committee has met five times, and has gathered aerial photos and a very recent boundary survey. The five member committee includes an owner of a unit at the encroaching condominium, the Anchorage. Attachments include: photos taken by drone; Photos taken by member Glas; Survey dated August 2022 and various statements read into the record on behalf of the Anchorage.

Facts:

1. The Town owns the lands commonly referred to as "Inlet Park". There are several encroachments on the park property. In particular, the Anchorage condominium has a shuffleboard court, a storage shed and considerable paving on Town property. It has also put up its no trespassing signs and a hedge and gate on Town property.
2. The recent boundary survey confirms the actual boundary line. The drone pictures demonstrate the extent of use and occupancy encroachment.
3. At least since 2010 the Anchorage has been advised by the Town that the encroachment on Town land needs to cease, and that public access needs to be made available. The Anchorage has taken no action to comply.
4. The Anchorage resident member of this committee has been asked for ideas for mutual accommodation in the event of return to public use by the Town. No substantive response has been given, so the Committee is forced to take its best guess as to how to minimize impact on the Anchorage, while still returning the parcel to public park use. See the attached statements on behalf of the Anchorage.

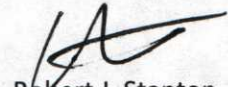
Recommendations:

1. That the Commission takes steps forthwith to set private property or no trespassing signage on the surveyed boundary line, to make it clear to all that the former encroachment is public property. Further, the gate at the walkway should be removed.
2. That the Anchorage be afforded until 12/31/22 to remove the shuffleboard court and shed. If the Anchorage fails to do so, the Town at its option may remove those structures and charge the Anchorage with reasonable costs.
3. That the Commission ask the Anchorage for a detailed and specific parking and traffic plan to minimize the paved area currently encroaching. With a successful and agreeable plan, the Town should offer a nominal cost use agreement, limited to present Anchorage ownership, for the remaining paved encroachment.

With respect to the smaller encroachments of Inlet Pointe and Inlet view, we recommend that the Commission take steps to address these matters, in part depending on the park plan that exists or is further developed. None of the foregoing is intended to be punitive or to interfere with cooperative conversations between the Town and Anchorage. Although not within our charge, some of our membership request that a genuine public involvement in serious park planning occur as soon as possible.

Respectfully submitted,

Ad Hoc Committee

A handwritten signature in black ink, appearing to be 'R. Stanton', written over the printed name.

Robert J, Stanton, chairman

John Peterson, vice chairman

Grace Sterrett

Dodi Buckmaster Glas

Stephen Barlow

Hi Jude,

Attached below are the Anchorage's three statements that the AHC voted to include in the letter to the Town Council. I believe that they were to be included under "Facts: #4."

Thank you for your help with this difficult matter.

Best regards,
Steve Barlow

ANCHORAGE STATEMENT TO AD HOC COMMITTEE MEETING ON JULY 25, 2022

Thank you for the opportunity to continue discussion with respect to the property adjacent to the Anchorage. As Chairperson Stanton stated at the last meeting, "this is a negotiation" and we appreciate the opportunity to present an opening position with respect to that process. The Anchorage's position is that the property remain "as is" given the fact that, for the better part of 70 years, the owners of the Anchorage have used, improved and maintained that parcel of land for the safety and security of its residents. Because of our commitment to this parcel of land and its significance to a safe and secure quality of life, we feel that the Anchorage has prescriptive rights to its use.

ANCHORAGE STATEMENT TO THE AD HOC COMMITTEE MEETING ON AUGUST 31, 2022

Those of you who have looked at early plans for Palm Beach Shores see that the Anchorage was a large part of general plan of development for the Town from the start. Maybe as an enticement to develop or as a practical response to needs, the Town then permitted the Anchorage to use a small sliver to adjacent land for incidental purposes. And the Anchorage was not alone, the Town gave this permit to many of the buildings up and down the Inlet Park area. In fact, the neighbor to the immediate East of the Anchorage (the Romaine) has a long-term lease to use the very same land the Ad Hoc Committee wants the Anchorage to give up. Land that the Anchorage has apparently been using even before A.O. Walters deeded his property to the town on New Year's Eve 1963.

While the Anchorage wants to be a good neighbor, it can't give up land it has been using with Town permission for decades. The Anchorage has maintained and improved the land, and the members of the Anchorage have bought and paid taxes based on the land being used, we have contributed to the Town, we have obtained permits for the work we have done, and taken pride in our community. We have contacted title companies to tell us who owns the land and although the chain of title is clear, the title companies have declined to give us title reports because they can't determine who has achieved equitable rights to that property. It is those rights which we are going to enforce, and respectfully, we cannot agree with the demands of the Ad Hoc Committee to give up land to which we have a right.

ANCHORAGE STATEMENT TO THE AD HOC COMMITTEE ON SEPTEMBER 13, 2022

Since the inception of this committee, the Anchorage has participated in good faith and attended each meeting when invited to do so. We were under the impression that the Ad Hoc Committee was constituted to review the entire situation with regard the Anchorage and consider reasonable accommodations for all parties, which accommodations would take into account the Anchorage's long-held use rights to the property. Instead, the Ad Hoc Committee has focused solely on the legal title to the property without considering the use rights the Anchorage has with regard to the property, which use rights the Town Attorney recognized as long as ten years ago. It is for these reasons that we cannot participate in any process that relinquishes these use rights and ignores the safety and well being of those town residents that occupy that piece of property.



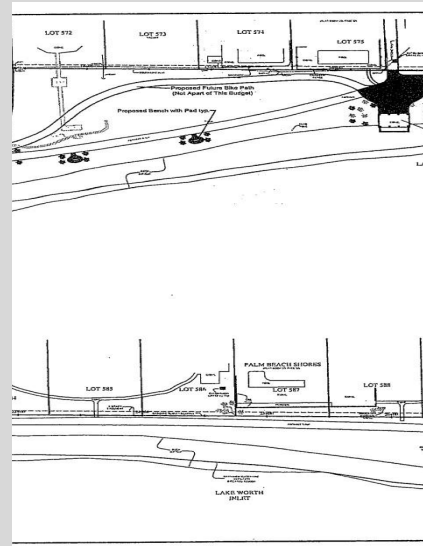




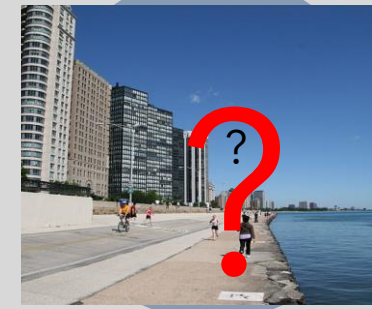
Use Discussion Inlet Park Committee 071822



CURRENT



PREVIOUS
MASTER PLAN
FOR INLET PARK



FUTURE USE



CURRENT USE

ANCHORAGE





ANCHORAGE 18 PARKING STALLS, HVAC , MINIMUM
FOUNDATION AREA FOR HVAC



ANCHORAGE GRADE CHANGE, EQUIPMENT, ACCESS W/ ROMAINE





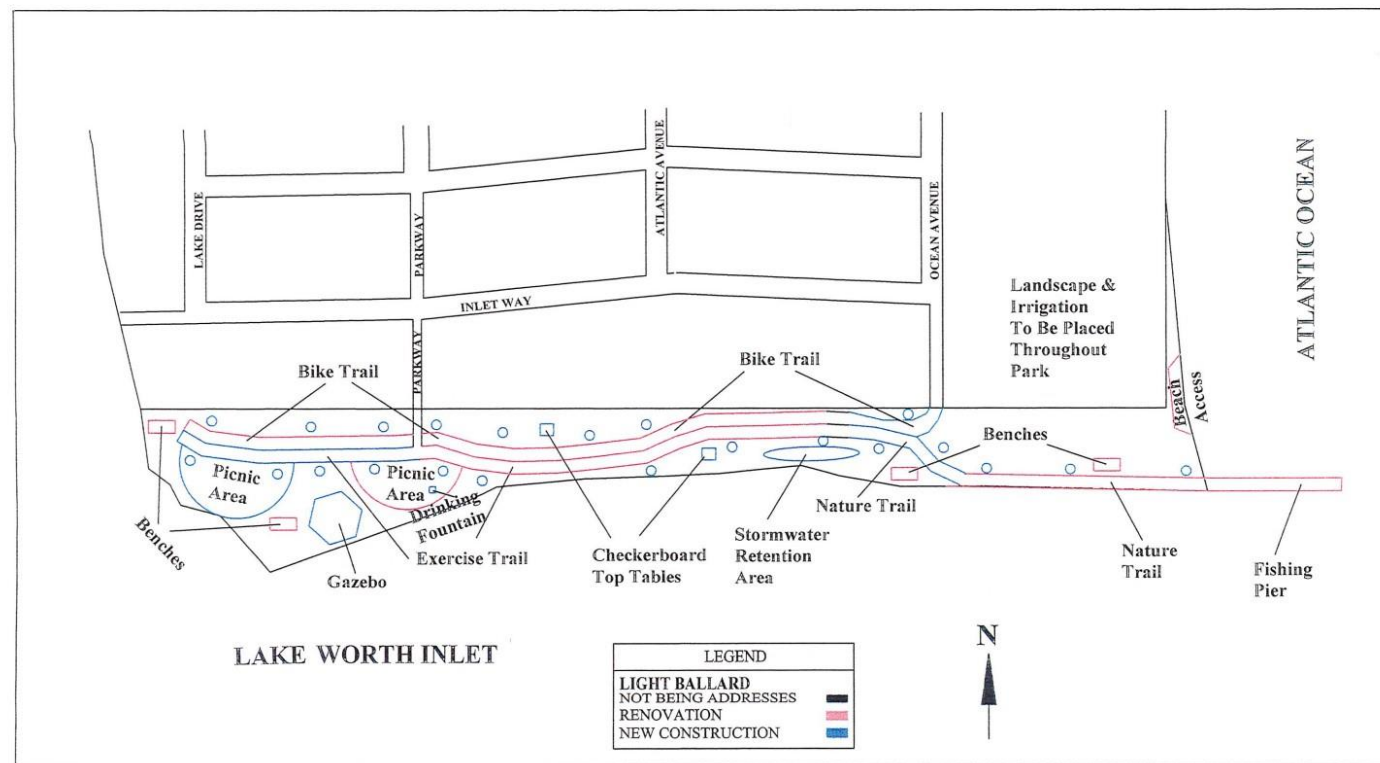
Shed likely crosses property line, dual ingress from Inlet , minimal landscape strip btw parcels



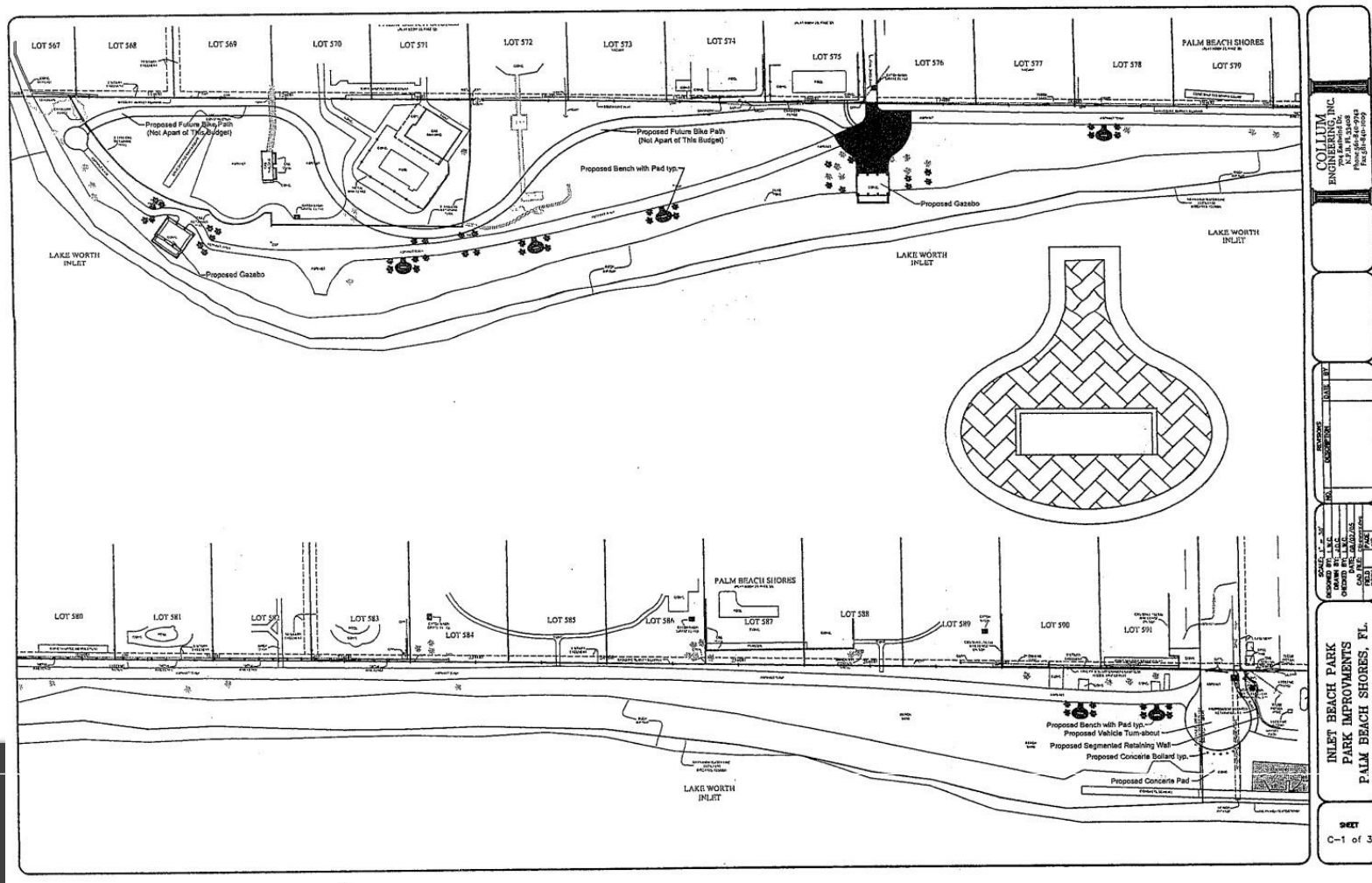
PREVIOUS PLANS

TOWN OF PALM BEACH SHORES, FLORIDA INLET PARK

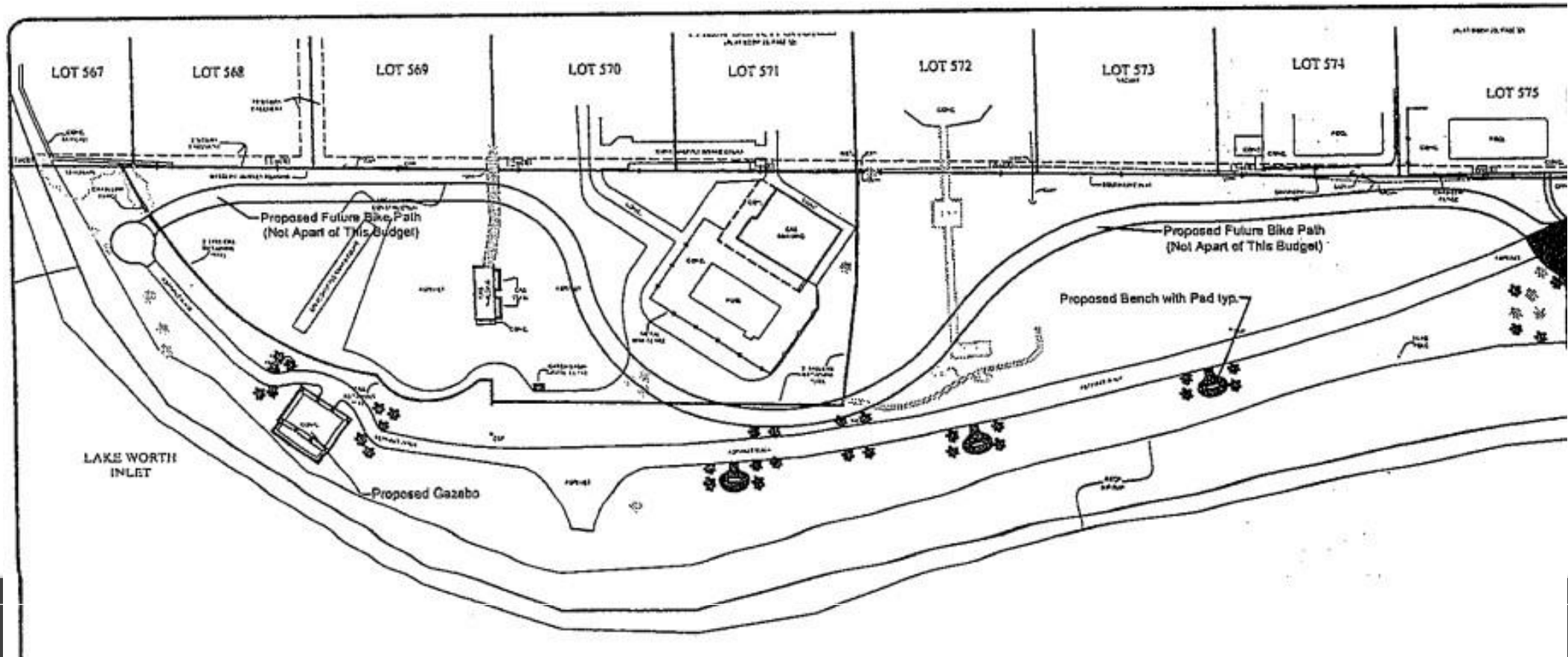
From
Const
Inlet 11/11/11
file



FROM FILE CONSTRUCTION PLAN



FROM FILE PRESENTED TO COMMISSION



FROM FILE PRESENTED TO COMMISSION



FUTURE USE

Comments / Issues

Public desire to use area for

- ☐ Bike loop
- ☐ Broader path
- ☐ Passive picnic
- ☐ Seating
- ☐ Crowding, Need for more space

Private Conflict of use

- ☐ Trespass and Privacy concerns
- ☐ Maintenance responsibilities
- ☐ Physical site conditions & Impacts (grade changes, pavement/structures, usage)

❖ **Commission direction** for developing recommendations to facilitate transition to public use

CONSIDERATIONS FOR ANCHORAGE AREA:

- ☐ Function of site in terms of
 - Maintaining parking spaces,
 - Ingress/egress flow,
 - Electrical equipment,
 - Grade changes /retaining wall
- ☐ Code and non-conformity impacts
 - Setbacks
 - Parking stall size
 - Foundation plantings, landscape
- ☐ Resulting actions
 - Redesign of the site to address relocation of functions (parking, equipment, flow of traffic)
 - Timing/Phasing Plan
 - Consideration for existing versus future owners

TOWN OF PALM BEACH SHORES
AGREEMENT FOR FIRE CODE AND LIFE SAFETY CODE
PLAN REVIEW AND INSPECTION SERVICES

THIS AGREEMENT for fire code and life safety code plan review and inspection services is entered into and effective this ____ day of September, 2022, by and between the TOWN OF PALM BEACH SHORES, a Florida municipal corporation with offices located at 247 Edwards Lane, Palm Beach Shores, Florida 33404, hereinafter referred to as the “Town”; and C.A.P. Government, Inc., a Florida corporation with offices located at 343 Almeria Avenue, Coral Gables, FL 33134, hereinafter the “Contractor,” and collectively with the Town, the “Parties”.

WITNESSETH

The Town and the Contractor, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both Parties, hereby agree as follows:

1. **SCOPE OF SERVICES:** The Town and the Contractor both hereby agree to enter into this Agreement for the provision of building plan review and inspection services for fire code and life safety code compliance. The Parties agree to piggyback the services and pricing described in the Lake County Contract for Building Plan Review and Inspection Services awarded through RFP # 21-0937B, and extended via “Modification Number One.” Collectively, the original contract, along with its terms, conditions, specifications, and exhibits A&B which specify the scope of services and the pricing, along with Modification Number One, are hereinafter referred to as the “Piggybacked Contract” and are incorporated into this Agreement by reference and are attached hereto as Exhibit “1”. Authorization to piggyback on the contract and amendments is hereby fully incorporated into this Agreement and is attached hereto as Exhibit “2”.

The Contractor agrees to assign Rick Lee to perform the inspection services contemplated by this Agreement.

2. **TERM; TERMINATION; NOTICE:** Pursuant to the Piggybacked Contract, the original contract term will expire on December 31, 2022 but was extended through December 31, 2023 via “Modification Number One.” In the event that Lake County extends the Piggybacked Contract further, the Parties may likewise extend this Agreement on the same terms. This Agreement may be terminated by either party for convenience upon ten (10) calendar days written

notice to the other party. Notice shall be considered sufficient when sent by certified mail or hand delivered to the parties at the following addresses:

Town	Contractor
Town of Palm Beach Shores 247 Edwards Lane Palm Beach Shores, Florida 33404 Attn: Town Administrator	C.A.P. Government, Inc. 343 Almeria Avenue Coral Gables, FL 33134 Attn: Carlos Penin, President

3. **COMPENSATION:** In consideration for the above Scope of Services, pricing shall be pursuant to the unit prices provided in Exhibit “B” of the Piggybacked Contract, specifically for line item 8 “Fire Plans Review Services” and line item 9 “Fire Inspector”.

4. **INSURANCE:** The Contractor shall provide proof of workman’s compensation insurance and liability insurance in such amounts as are specified in the Piggybacked Contract attached hereto as Exhibit “1” and shall name the Town as an “additional insured” on the liability portion of the insurance policies.

5. **INDEMNIFICATION:** The Contractor shall at all times indemnify, defend and hold harmless the Town, its agents, servants, and employees, from and against any claim, demand or cause of action of whatsoever kind or nature, arising out of any error, omission, negligent act, conduct, or misconduct of the Contractor, its agents, servants, or employees in the performance of services under this Agreement. Nothing contained in this provision shall be construed or interpreted as consent by the Town to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, *Florida Statutes*.

6. **INDEPENDENT CONTRACTOR:** It is specifically understood that the Contractor is an independent contractor and not an employee of the Town. Both the Town and the Contractor agree that this Agreement is not a contract for employment and that no relationship of employee–employer or principal–agent is or shall be created hereby, nor shall hereafter exist by reason of the performance of the services herein provided.

7. **OFFICE OF THE INSPECTOR GENERAL:** Pursuant to Sections 2-421—2-432 of the Palm Beach County Code of Ordinances, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such

audits, reviews, or investigations. All parties doing business with the Town shall fully cooperate with the inspector general in the exercise of the inspector general's functions, authority, and power. The inspector general has the power to take sworn statements, require the production of records, and to audit, monitor, investigate and inspect the activities of the Town, as well as contractors and lobbyists of the Town in order to detect, deter, prevent, and eradicate fraud, waste, mismanagement, misconduct, and abuses.

8. **E-VERIFY ELIGIBILITY:** The Contractor warrants and represents that it is in compliance with Section 448.095, *Florida Statutes*, as may be amended. No later than January 1, 2021, the Contractor shall: (1) register with and use the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the Contractor's subconsultants performing the duties and obligations of this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers. The Contractor shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), *Florida Statutes*, as may be amended. The Contractor shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period. The Town shall terminate this Agreement if it has a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*, as may be amended. If the Contractor has a good faith belief that the Contractor's subconsultant has knowingly violated Section 448.09(1), *Florida Statutes*, as may be amended, the Town shall notify the Contractor to terminate its contract with the subconsultant and the Contractor shall immediately terminate its contract with the subconsultant. In the event of such contract termination, the Contractor shall be liable for any additional costs incurred by the Town as a result of the termination.

9. **ATTORNEY'S FEES:** In the event a dispute arises concerning this Agreement, the prevailing party shall be awarded attorney's fees, including fees on appeal.

10. **CHOICE OF LAW; VENUE:** This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and venue shall be in Palm Beach County should any dispute arise with regard to same.

11. **AMENDMENTS AND ASSIGNMENTS:** This Agreement, all Exhibits attached hereto, and required insurance certificates constitute the entire Agreement between both parties; no modifications shall be made to this Agreement unless in writing, agreed to by both parties, and attached hereto as an addendum. The Contractor shall not transfer or assign the services and provision of goods called for in this Agreement without prior written consent of the Town.

12. **PUBLIC ENTITIES CRIMES ACT:** As provided in Sections 287.132 and 287.133, *Florida Statutes*, by entering into this Agreement or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), *Florida Statutes*.

13. **SCRUTINIZED COMPANIES:** For Contracts under \$1M, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, *Florida Statutes*, and that it is not engaged in a boycott of Israel. The Town may terminate this Agreement at the Town's option if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), *Florida Statutes*, if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, *Florida Statutes*, or if Contractor is engaged in a boycott of Israel. For Contracts over \$1M, the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, *Florida Statutes*. The Contractor further certifies that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as similarly provided in Section 287.135, *Florida Statutes*. The Town may terminate this Agreement at the Town's option if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), *Florida Statutes* or if the Contractor has been placed on one of the aforementioned lists created pursuant to Section 215.4725, *Florida Statutes*. Additionally, the Town may terminate this Agreement at the Town's option if the Contractor is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, *Florida Statutes*.

14. **PUBLIC RECORDS:** In accordance with Section 119.0701, *Florida Statutes*, the Contractor must keep and maintain this Agreement and any other records associated therewith

and that are associated with the performance of the work described herein. Upon request from the Town's custodian of public records, the Contractor must provide the Town with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. A Contractor who fails to provide the public records to the Town or fails to make them available for inspection or copying within a reasonable time may be subject to attorney's fees and costs pursuant to Section 119.0701, *Florida Statutes*, and other penalties under Section 119.10, *Florida Statutes*. Further, the Contractor shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described herein are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if the Contractor does not transfer the records to the Town. Upon completion of the Agreement, the Contractor shall transfer at no cost to the Town, all public records in possession of the Contractor, or keep and maintain public records required by the Town. If the Contractor transfers all public records to the Town upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the Town upon request from the Town's custodian of public records, in a format that is compatible with the Town's information technology systems.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE TOWN CLERK, RECORDS CUSTODIAN FOR THE TOWN, AT (561) 844-3457, OR AT jgoudreau@pbstownhall.org, OR AT 247 EDWARDS LANE, PALM BEACH SHORES, FLORIDA 33404.

15. **HEADINGS:** The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

16. **SEVERABILITY:** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability or any other provision of this Agreement and this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision is not contained herein.

17. **WAIVER:** No waiver by the Town of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by the Contractor of the same, or any other provision or the enforcement hereof. The Town's consent to or approval of any act requiring the Town's consent or approval of any act by the Contractor shall not be deemed to render unnecessary the obtaining of the Town's consent to or approval of any subsequent consent or approval of, whether or not similar to the act so consented or approved.

18. **ENTIRE AGREEMENT:** This seven (7) page Agreement, plus all exhibits, constitutes the entire agreement between the parties; no modification shall be made to this Agreement unless such modification is in writing, agreed to by both parties and attached hereto as an addendum to this Agreement.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

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

WITNESSES:

C.A.P. GOVERNMENT, INC.

Carlos Penin, President

(Corporate Seal)

TOWN OF PALM BEACH SHORES

ATTEST:



Alan Fiers, Mayor

(Seal)

Jude Goudreau
Town Clerk



MODIFICATION OF CONTRACT

Modification Number: One (1) Effective Date: 1/1/2023	Contract Number: 21-0937B Title: Building Plan Review and Inspection Services Effective Date: 01/01/2022
Contracting Officer: Bill Ponko E-mail: Bill.Ponko@Lakecountyfl.gov Telephone Number: 352-343-9489	Contractor Name and Address: Name: CAP Government, Inc. Address: 343 Almeria Avenue City: Coral Gables, FL 33134 ATTENTION: Carlos A. Penin, President
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract Modification to extend for one (1) year expiring December 31, 2023.	
CONTRACTOR SIGNATURE BLOCK Signature:  Print Name: Carlos A. Penin, PE Title: President Date: 09/09/2022 E-mail: cap@capfla.com Secondary E-mail: capenin@capfla.com	LAKE COUNTY SIGNATURE BLOCK Signature:  Print Name: William Ponko Title: Contracting Officer Date: 9/12/2020
Distribution: Original – Bid File Copy – Contractor Contracting Officer	

**CONTRACT FOR
BUILDING PLAN REVIEW AND INSPECTION SERVICES
RFP# 21-0937B**

This is a contract between Lake County, Florida, a political subdivision of the State of Florida, referred to in this contract as COUNTY, and C.A.P. Government, Inc., a Florida for profit corporation, its successors and assigns, referred to in this contract as CONSULTANT.

WITNESSETH:

WHEREAS, the COUNTY publicly submitted a Request for Proposal (RFP) #21-0937B seeking firms or individuals qualified to provide building plan review and inspections services for COUNTY; and

WHEREAS, CONSULTANT wants to perform such services subject to the terms of this contract; and

WHEREAS, the provision of such services will benefit the parties and the residents of Lake County, Florida.

THEREFORE, the parties agree as follows:

1. The foregoing recitals are incorporated herein.
2. The purpose of this contract is for CONSULTANT to perform building, electrical, mechanical, plumbing, and fire safety inspections and plan review services as required by Chapter 533, Florida Statutes, hereinafter referred to as the "Service."
3. Scope of Professional Services. On the terms and conditions set forth in this contract, the COUNTY hereby engages the CONSULTANT to provide plans examiner and inspection services on an as needed and ongoing basis in accordance with the Scope of Services, attached and incorporated by reference as **Exhibit A** ("Service"). It is understood that the Scope of Services may be modified by change order, but to be effective and binding, any such change order must be in writing, executed by the parties, and in accordance with the COUNTY's Purchasing Policies and Procedures. A copy of these policies and procedures will be made available to the CONSULTANT upon request.
4. Term. This contract will be for an initial one (1) year term with the option for two (2) subsequent (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. This contract remains in effect until completion of the expressed and implied warranty periods.
5. Licenses and Permits. CONSULTANT will be solely responsible for obtaining all necessary approvals and permits to complete the service. CONSULTANT will remain appropriately licensed throughout the course of the service. Failure to maintain all required licenses will entitle the COUNTY to terminate this contract. CONSULTANT will be registered with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.
6. E-Verify. The CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the CONSULTANT during the term of this contract. The CONSULTANT shall include in all contracts with subcontractors and subconsultants performing work pursuant to any contract arising from this contract an express requirement that the subcontractors utilize the U.S. Department of

CONTRACT FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES, RFP# 21-0937B

Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors during the term of this contract.

7. Accuracy. The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the Services furnished under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in resulting from the Services provided in this contract. All work must be performed in accordance with good commercial practice.

8. Payment. The COUNTY shall pay and the CONSULTANT shall accept as full and complete payment for the timely and complete performance of its obligations under this contract as provided in the Pricing Sheet contained within **Exhibit B**, and not to exceed seventy five thousand fifty five dollars and zero cents (\$75,255.00) per year.

Any hourly rate quoted will be deemed to provide full compensation to the CONSULTANT for labor, supervision, equipment use, travel time, and all other costs associated with providing the services needed to satisfactorily complete all work provided. This rate is assumed to be at straight-time for all labor, except as otherwise noted.

The CONSULTANT shall submit progress invoices to the Lake County Office of Building Services no more than thirty (30) days after performance of Service. All invoices must contain the solicitation number, date and location of delivery or service, purchase order number, confirmation of acceptance of the goods or services by the appropriate COUNTY representative, and a detailed description of services provided.

Service \$25,000 and Under: The COUNTY shall provide a lump sum payment when any Service task is completed by the CONSULTANT and approved by the COUNTY. The CONSULTANT shall submit a fully documented invoice that provides the basic information set forth in the invoice before the COUNTY provides payment. If requested, the COUNTY may allow progress payments, but is under no obligation to do so and the specifics of the progress payments will be at the sole discretion of the COUNTY.

Service Greater than \$25,000: The CONSULTANT may receive periodic payments on a thirty (30) day interval for Service tasks completed during that period by the CONSULTANT and approved by the COUNTY. Retention of funds will be held in accordance with Florida Prompt Payment Act. The CONSULTANT shall submit a fully documented invoice that provides the basic information set forth below before the COUNTY provides payment.

The COUNTY will make payment on all undisputed invoices 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 forty-five (45) days from receipt by the appropriate County using department. The COUNTY will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date.

9. Funding. In the event any part of this contract or the Service, is to be funded by federal, state, or other local agency monies, the CONSULTANT hereby agrees to cooperate with the COUNTY in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or state granting agency, and receiving no payment until all required forms are completed and submitted. A copy of the requirements will be supplied to the CONSULTANT by the COUNTY upon request.

10. County Responsibilities. The COUNTY shall pay in accordance with the provisions set forth in this contract. The COUNTY retains the right to inspect all work to verify compliance with this contract.

Such inspection may extend to all or any part of the work and to the manufacture, preparation or fabrication of the materials to be used.

11. Contract Documents.

A. Definitions: For purposes of this contract, the term "contract documents" includes all bid documents, drawings, the Scope of Services, attachments to this contract, and provisions within this contract, along with any change orders or amendments to this contract. It is the intent of the contract documents to describe a functionally complete Service which defines the scope of work. Any work, materials, or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, material or equipment, such words will be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Service, whether such reference be specified or by implication, will mean the latest standard specification, manual, code, law or regulation in effect at the time the work performed, unless specifically stated otherwise herein.

B. Contract Documents: The contract documents and all referenced standards cited therein are essential parts of the contract requirements. A requirement occurring in one is binding as though occurring in all. Drawings and specifications are intended to agree and be mutually complete. Any item not contained within the drawings, but contained in the specifications, or vice-versa, will be provided or executed as shown in either the drawing or specification at no extra costs to the COUNTY. Should anything not included in either the drawing or the specifications be necessary for the proper construction or operation of the Service as herein specified, or should any error or disagreement between the specifications and drawings exist or appear to exist, CONSULTANT will not derive unjust benefit thereby, or use such disagreement counter to the best interests of the COUNTY. CONSULTANT will immediately notify the COUNTY'S Project Manager of any discrepancy and await the Project Manager's direction before proceeding with the work in question.

C. Completion of the Scope of Services. CONSULTANT will give the work the attention necessary to assure the scheduled progress and will cooperate with the COUNTY and with other CONSULTANTS on the job site. All work will be done in accordance with the contract documents. When not specifically identified in the technical specifications, such materials and equipment will be of a suitable type and grade for the purpose. All material, workmanship, and equipment will be subject to the inspection and approval of the COUNTY.

12. Consultant Personnel. In submitting a proposal, the vendor is representing that each person listed or referenced in the proposal will be available to perform the services described for the Lake County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar nature in which case the vendor must be able to promptly provide a qualified replacement. In the event the vendor wishes to substitute personnel, the vendor shall propose a person with equal or higher qualifications and each replacement person is subject to prior written COUNTY approval. In the event the requested substitute person is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to cancel the contract for cause.

13. Changes in the Scope of Services.

A. The COUNTY may at any time, by issuance of a Change Order executed in accordance with the County's Purchasing Policies and Procedures make changes within the general scope of this contract. If additional work or other changes are required, an offer will be requested from the CONSULTANT. Upon

negotiation of the offer, execution and receipt of the Change Order, the CONSULTANT shall commence performance of the work as specified.

B. The CONSULTANT shall not commence any additional work or other changes covered by the Scope of Services for the individual project without an executed Change Order. If the CONSULTANT performs additional work beyond the specific requirements of this contract without an executed Change Order, it shall be at the CONSULTANT'S own risk. The COUNTY assumes no responsibility for any additional costs for work not specifically authorized by an executed Change Order.

14. Claims and Disputes.

A. Claims by CONSULTANT will be made in writing to the COUNTY within two business days after the commencement of the event giving rise to such claim or CONSULTANT will be deemed to have waived the claim. All claims will be priced in accordance with the section in this document entitled "Changes in Work."

B. CONSULTANT will proceed diligently with its performance as directed by the COUNTY, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the COUNTY in writing. The COUNTY will continue to make payments on the undisputed portion of the contract in accordance with the contract documents during the pendency of any claim.

C. Claims by CONSULTANT will be resolved in the following manner:

- i. Upon receiving the claim and supporting data, the COUNTY will within 15 calendar days respond to the claim in writing stating that the claim is either approved or denied. If denied, the COUNTY will specify the grounds for denial. The CONSULTANT will then have 15 calendar days in which to provide additional supporting documentation, or to notify the COUNTY that the original claim stands as is.
- ii. If the claim is not resolved, the COUNTY may, at its option, choose to submit the matter to mediation. A mediator will be mutually selected by the parties and each party will pay one-half the expense of mediation. If the COUNTY declines to mediate the dispute, CONSULTANT may bring an action in a court of competent jurisdiction in and for Lake County, Florida.
- iii. Claims by the COUNTY against CONSULTANT will be made in writing to the CONSULTANT as soon as the event leading to the claim is discovered by the COUNTY. CONSULTANT will respond in writing within 15 calendar days of receipt of the claim. If the claim cannot be resolved, the COUNTY will have the option to submit the matter to mediation as set forth in (C)(ii) above.
- iv. Arbitration will not be considered as a means of dispute resolution.
- v. No claim for damages or any claim other than for an extension of time will be made or asserted against the county by reason of any delays. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work will relieve CONSULTANT of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY. CONSULTANT expressly acknowledges and agrees that CONSULTANT will receive no damages for delay. This provision will not preclude recovery or damages by CONSULTANT for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONSULTANT will

be entitled to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

15. Waiver of Claims. CONSULTANT'S acceptance of final payment will constitute a full waiver of any and all claims by the CONSULTANT against the COUNTY arising out of the contract or otherwise related to the Service, except those previously made in writing and identified by CONSULTANT as unsettled at the time the final estimate is prepared. Neither the acceptance of the work nor payment by the COUNTY will be deemed a waiver of the COUNTY'S rights to enforce any continuing obligations of CONSULTANT or to the recovery of damages for defective work not discovered by the COUNTY at the time of final inspection.

16. Recovery Rights Subsequent to Final Payment. The COUNTY reserves the right, should an error be discovered in the invoice, or should proof of defective work or materials used by or on the part of CONSULTANT be discovered after the final payment has been made, to claim and recover from CONSULTANT by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials, including any fees or costs associated with the additional services of the COUNTY.

17. Termination. This contract may be terminated by the COUNTY upon 10 calendar days advance written notice to the other party; but if any work, service, or task hereunder is in progress but not completed on the date of termination, then this contract may be extended upon written approval of the COUNTY until said work, service or task is completed and accepted.

A. Termination for Convenience. In the event this contract is terminated or cancelled upon the request and for the convenience of the COUNTY with the required 10 calendar day advance written notice, the COUNTY will reimburse CONSULTANT for actual work satisfactorily completed.

B. Termination for Cause. Termination by the COUNTY for cause, default, or negligence on the part of CONSULTANT will be excluded from the foregoing provision. Termination costs, if any, will not apply. The 10-calendar day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this contract will be canceled, and CONSULTANT will be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this contract.

18. Assignment of Contract. This contract will not be assigned except with the written consent of the COUNTY'S Procurement Services Director. No such consent will be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment will under any circumstances relieve CONSULTANT of liability and obligations under this contract and all transactions with the COUNTY must be through CONSULTANT. Additionally, unless otherwise stipulated herein, CONSULTANT will notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this contract for default.

19. Insurance.

A. CONSULTANT 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

CONTRACT FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES, RFP# 21-0937B

CONSULTANT 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 CONSULTANT under the terms and provisions of the contract. An original certificate of insurance, indicating that CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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
- v. Professional liability and specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

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. CONSULTANT 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. CONSULTANT 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 CONSULTANT 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 CONSULTANT or subcontractor providing such insurance.

I. CONSULTANT 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 CONSULTANT'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 CONSULTANT, nor a failure to disapprove that insurance, will relieve CONSULTANT of full responsibility of liability, damages, and accidents as set forth herein.

20. Indemnity. The CONSULTANT shall indemnify and hold the COUNTY and its agents, officers, commissioners and employees harmless for any damages resulting from failure of the CONSULTANT to take out and maintain the above insurance. Additionally, the CONSULTANT agrees to indemnify, and hold the COUNTY and its agents, officers, commissioners, and employees, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities resulting from the negligent act, error or omission of the CONSULTANT, its agents, employees, subconsultants, or representatives, in the performance of the CONSULTANT's duties as set forth in this contract.

21. Risk of Loss. CONSULTANT assumes the risk of loss of damage to the COUNTY'S property during possession of such property by CONSULTANT, and until delivery to and acceptance of that property to the COUNTY. CONSULTANT will immediately repair, replace, or make good on the loss or damage without cost to the COUNTY, whether the loss or damage results from acts or omissions, negligent or otherwise, of CONSULTANT or a third party.

23. Independent CONSULTANT. The CONSULTANT, and all its employees, agree that they will be acting as independent contractors and will not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. Additionally, the CONSULTANT, its employees, contractors, and

subconsultants at no time will be considered as an officer, employee or agent of the State of Florida, DEO, or FDOT. The CONSULTANT will have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. Additionally, the CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this contract.

24. Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this contract, CONSULTANT will surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to CONSULTANT by the COUNTY pursuant to this contract.

25. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a CONSULTANT, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

26. Conflict of Interest. CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this contract, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. CONSULTANT hereby certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of CONSULTANT conducted here and that no such person will have any such interest at any time during the term of this contract unless approved by the COUNTY.

27. Retaining Other Consultants. Nothing herein will be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this contract. While the COUNTY has listed all major items which are utilized by the COUNTY'S offices and departments in conjunction with their operations, there may be similar or ancillary items that must be purchased by the COUNTY during the term of this contract. Under these circumstances, a COUNTY representative will contact CONSULTANT to obtain a price quote for the similar or ancillary items. The COUNTY reserves the right to award these ancillary items to CONSULTANT, another vendor or to acquire the items through a separate solicitation.

28. Accuracy. During this contract, CONSULTANT is responsible for the professional quality, technical accuracy, timely completion, and coordination of all the services furnished hereunder. CONSULTANT will, without additional compensation, correct or revise any errors, omissions, or other deficiencies in resulting from the services provided herein.

29. Right to Audit. The COUNTY reserves the right to require the CONSULTANT to submit to an audit, by any auditor of the COUNTY'S choosing. The CONSULTANT shall provide access to all of its records, which relate directly or indirectly to this contract at its place of business during regular business hours. The CONSULTANT shall maintain and retain all books, records, and documents pertaining to this contract in accordance with generally accepted accounting procedures and practices and upon request make them available to the COUNTY for five (5) complete calendar years following expiration of the contract or all requirements of the DEO Agreement are satisfied, whichever is longer. The CONSULTANT agrees to

CONTRACT FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES, RFP# 21-0937B

provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

If the CONSULTANT provides technology services, the CONSULTANT must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the COUNTY. The SOC reports must be full Type II reports that include the CONSULTANT'S description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the CONSULTANT.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONSULTANT to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit must be reimbursed to the COUNTY by the CONSULTANT. Any adjustments or payments which must be made as a result of any such audit or inspection of the CONSULTANT'S invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the COUNTY's audit findings to the CONSULTANT.

This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the CONSULTANT in performance of any work under this contract.

CONSULTANT understands and agrees to comply with Section 20.055(5), Florida Statutes.

30. Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations hereunder, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems or any other cause beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

31. Public Records

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the CONSULTANT for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT'S office or facility. The CONSULTANT will maintain the files and papers for not less than three complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the CONSULTANT will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY'S Project Manager.

B. Pursuant to Section 119.0701, Florida Statutes, CONSULTANT will comply with the Florida Public Records' laws, and will:

- i. Keep and maintain public records required by the COUNTY to perform the services identified herein.
- ii. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.

- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the COUNTY.
- iv. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT or keep and maintain public records required by the COUNTY to perform the service. If CONSULTANT transfers all public records to the COUNTY upon completion of the contract, CONSULTANT will destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the contract, CONSULTANT will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

C. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT PURCHASING@LAKECOUNTYFL.GOV.

D. Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

32. This contract is governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this contract will lie in Lake County, Florida.

33. Neither party may assign any rights or obligations under this contract to any other party unless specific written permission from the other party is obtained.

34. This contract will be binding upon and will inure to the benefit of each of the parties and of their respective successors and permitted assigns.

35. This contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

36. The failure of any party hereto at any time to enforce any of the provisions of this contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, every provision of this contract.

37. During the term of this contract the CONSULTANT assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the CONSULTANT employees or applicants

CONTRACT FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES, RFP# 21-0937B

for employment. The CONSULTANT understands and agrees that this Contract is conditioned upon the veracity of this statement of assurance.

38. The CONSULTANT will at all times comply with all Federal, State and local laws, rules and regulations.

39. Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five years. The COUNTY may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity will be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

40. With the consent of the CONSULTANT, other agencies may make purchases in accordance with the contract. Any such purchases will be governed by the same terms and conditions as stated herein except for a change in agency name. In addition, although this contract is specific to a County department, it is agreed and understood that any County department may avail itself of this contract and purchase any and all items specified herein at the contract price(s) established herein. A contract modification will be issued by the COUNTY identifying the requirements of the additional County department(s).

41. The CONSULTANT will act as the prime CONSULTANT for all required items and services and will assume full responsibility for the procurement and maintenance of such items and services. The CONSULTANT will be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this contract. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors will be made without consent of the COUNTY. Even if the subcontractor is self-insured, the COUNTY may require the CONSULTANT to provide any insurance certificates required by the work to be performed.

42. The invalidity or unenforceability of any particular provision of this contract will not affect the other provisions hereof, and this contract will be construed as if such invalid or unenforceable provisions were omitted.

43. This contract is intended by the parties hereto to be the final expression of their contract, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or contracts to the contrary heretofore made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.

44. Wherever provision is made in this contract for the giving, service or delivery of any notice, statement or other instrument, such notice will be in writing and will be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONSULTANT:

C.A.P. Government, Inc.
Carlos A. Penin, President
343 Almeria Avenue
Coral Gables, FL 33134

If to COUNTY:

Lake County Manager
315 West Main Street
P.O. Box 7800
Tavares, Florida 32778

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

CONTRACT FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES, RFP# 21-0937B

45. Scope of Contract. This contract is intended by the parties to be the final expression of their contract, and it constitutes the full and entire understanding between the parties with respect to the subject of this contract, notwithstanding any representations, statements, or contracts to the contrary previously made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.

This contract contains the following attachments, all of which are incorporated in this contract:

Exhibit A	Scope of Services
Exhibit B	Pricing Sheet

[SIGNATURE PAGE FOLLOWS.]

CONTRACT FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES, RFP# 21-0937B

IN WITNESS WHEREOF, the parties have signed this contract through their authorized representative on the dates under each signature:

C.A.P. GOVERNMENT, INC.

By: _____

Carlos A. Penin, President

This 15th day of November, 2021.

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA

_____, Chairman

This 21st day of December, 2021

ATTEST:

Gary J. Cooney, Clerk
Board of County Commissioners of
Lake County, Florida



Approved as to form and legality:

Melanie Marsh, County Attorney

**Exhibit A
Scope of Services**

EXHIBIT A – SCOPE OF SERVICES

21-0937

Building Plan Review and Inspection Services (Not Engineering)

1. SCOPE OF SERVICES

This is an indefinite quantity contract with no guarantee services will be required. There is no guaranteed minimum or maximum dollar amount or volume to be expended on any contracts resulting from this solicitation. Quantities are estimates only and not a guaranteed quantity to be expended under any resulting contract.

1.1. Background

The Lake County Office of Building Services is requesting proposals from qualified and experienced vendors to perform building, electrical, mechanical, plumbing, and fire safety inspections and plan review services as required by Chapter 553, Florida Statutes. The individuals performing the duties must be licensed or certified as required by Part XII, Chapter 468 Florida Statutes and Chapter 633, Florida Statutes.

1.2. Project Scope

Lake County desires to contract for Plans Examiner and Inspection services on an as needed and ongoing basis to perform commercial, residential and accessory structure plan reviews and residential and commercial building inspections (building, roofing, plumbing, gas, electric, mechanical HVAC, fire safety) for structures in which permits have been applied for or issued by the County. These services shall be utilized by developers, builders and citizens desiring or needing plan review and inspections. The County reserves the right to award to more than one vendor. The vendors will act as an as-needed independent contractor and not as an employee of the County.

1.3. Qualifications of Personnel

a. Plans Examiners

Each plans examiner must maintain a current, active Building, Electrical, Mechanical and Plumbing Plans Examiner License from the State of Florida, Department of Business and Profession Regulation, or be an Architect or Engineer that is registered with the State of Florida. The estimated annual need for these services is two hundred fifty (250) hours.

b. Inspectors

Each inspector must maintain a current, active license from the State of Florida, Department of Business and Professional Regulation in one or more of the following categories:

- 1 & 2 Family Dwelling Inspector License;
- Building Inspector License;
- Building plus One Trade (Electrical, Mechanical, or Plumbing) Inspector License;
- Building, 1 & 2 Family Dwelling, Electrical, Mechanical, and Plumbing Inspector License.

Or the inspectors may be an Architect or Engineer registered with the State of Florida.

The County will state in its request for service which type of inspector is required. Should the requested type of inspector not be available, and the vendor provides a higher licensed inspector, the County will be invoiced at the lower inspector rate. The estimated annual need for these services is one thousand (1,000) hours.

c. Fire Safety Plans Examiner and Inspector

Page 1 of 3

EXHIBIT A – SCOPE OF SERVICES

21-0937

Building Plan Review and Inspection Services (Not Engineering)

Each plans examiner and inspector must maintain current, active Fire Safety licenses certified by the Division of State Fire Marshal as required by Chapter 633, Florida Statutes.

The estimated annual need for these services is one hundred twenty-five (125) hours for fire safety plans examiner and one hundred twenty-five (125) hours for fire inspector.

1.4. Responsibilities of Vendor

- a. Review and process construction plans for issuance of building permits on an as-needed basis. Inspection and plans review services must include, but not be limited to building, roofing, mechanical (HVAC), plumbing, structural, electrical, fire safety, as well as providing all administrative documentation as required by the County.
- b. Inspect permitted construction within the County for compliance with the current Florida Building Code, National Electric Code, Florida Fire Prevention Code, County codes and ordinances and permitted plans and specifications.
- c. Prepare and deliver to Lake County written reports of inspections and investigations of complaints and other reports as may be reasonably requested by the County. High quality electronic copies are acceptable; file type must be compatible with Lake County. County inspection forms and processes must be used as well as entering information into the software used by the Building Services Division.
- d. Contact contractors, architects, engineers and citizens about construction projects, code questions and other concerns.
- e. Perform other duties related to or incidental to inspectors and plans reviewers' primary duties as described and that the County may from time to time assign. The duties and responsibilities may change from time to time. These duties may include, but not be limited to, Housing Standard Inspections.
- f. As workload expands it is expected that the workforce will be increased so that scheduled daily inspections are completed that day. As workload varies, it is expected that the vendor's workforce is adjusted in a like manner so that scheduled daily inspections are completed each day.
- g. Perform these duties during normal business hours of 7:30 AM to 5:30 PM, Monday through Friday, or as may be altered with mutual agreement.
- h. In the event of a hurricane/emergency, the vendor will provide emergency twenty-four (24) hour Building Code services to survey damage to structures.
- i. A representative of the vendor must attend one (1) monthly meeting to maintain consistency; attendance will be at no additional cost to the County.

1.5. Operational Procedures

The County will contact the vendor by email specifying the number of inspectors, plans examiners and the approximate hours or days that will be needed.

The vendor will be required to provide the requested inspection and plans review services within twenty-four (24) hours of receiving the email from the County requesting such services.

1.6. County Assistance to be Provided and Report Preparation

Page 2 of 3

EXHIBIT A – SCOPE OF SERVICES

21-0937

Building Plan Review and Inspection Services (Not Engineering)

- a. The County will provide office space, desks, desk chairs, file cabinets, local phone service and use of a photocopier, fax machine, scanners, computers and county software during the term of contract. The individual or vendor will be responsible for its long-distance phone charges other than those related to County business, office supplies and other equipment necessary for the performance of its responsibilities.
- b. The County will provide permitting staff for the processing of applications and issuance of permits. County staff will collect all fees and maintain records associated with application, reviews, and inspections of permitted structures or activities.
- c. The County provides the zoning staff to perform plot plan review and issuance of zoning clearances.
- d. The County will retain all records and documents. The vendor is permitted to make and maintain duplicate copies of the files, record, and documents at their own expense; however, in no way will the confidentiality as permitted by applicable law be breached.
- e. Training and cost of training is the responsibility of the Vendor.

1.7. Special Conditions of Proposed Contract

a. Permits, Taxes, Licenses, Insurance

The vendor must, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to the contract.

b. Laws and Ordinances

The vendor must observe and comply with all Federal, State and Local laws, ordinances, rules, regulations and professional standards that would apply to the contract.

c. Selling, Transferring or Assigning of Contract

No contract awarded under these terms, conditions and specifications will be sold, transferred, or assigned without the written approval of the County.

d. Addition or Deletion of Services

The County may require additional services that may not be specifically listed in the RFP. The vendor agrees to provide such services and must provide the County with prices on such additional items based on a formula or method that is the same as, or similar to that used in establishing the prices in this RFP. If the prices or contractual terms offered are not acceptable to the County and the situation cannot be resolved to the satisfaction of the County, the County reserves the right to procure those items from other vendors.

e. Continuity of Inspections

For each discipline (building, plumbing, electrical, fire safety, or mechanical HVAC), there will be no more than two (2) individual inspectors providing inspections for each project.

[The remainder of this page intentionally left blank]

CONTRACT FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES, RFP# 21-0937B

**Exhibit B
Pricing Sheet**

ATTACHMENT 2 - REVISED PRICING SHEET

21-0937

Building Plan Review Inspection Services

ITEM #	ITEM DESCRIPTION	HOURLY RATE	DAILY RATE
1	Plans Reviewer	\$100.00	\$800.00
2	Plans Review by A/E	\$105.00	\$840.00
3	1&2 Family Dwelling Inspector	\$90.00	\$720.00
4	Building Inspector	\$85.00	\$680.00
5	Building Plus One Trade Inspector	\$85.00	\$680.00
6	Building, 1 & 2 Family Dwelling, Electrical, Mechanical, and Plumbing Inspector	\$90.00	\$720.00
7	Inspections by A/E	\$95.00	\$760.00
8	Fire Plans Reviewer Services	\$95.00	\$760.00
9	Fire Inspector	\$90.00	\$720.00

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

Lake County will not accept nor authorize payment for travel time or expenses of service personnel to any of Lake County's facility locations. The hourly rate must commence on the job site. Billable time will be for service work performed.

This is an indefinite quantity contract with no guarantee use of services. The County does not guarantee a dollar amount to be expended on any contract resulting from this solicitation.

September 20, 2022

Mayor Alan Fiers
247 Edwards Lane
Palm Beach Shores, FL 33404

**Re: Building Plan Review and Inspection Services for the Town of Palm Beach Shores
Piggyback – Lake County (RFP# 21-0937B)**

Dear Mayor Alan Fiers:

We appreciate the opportunity extended to C.A.P Government, Inc. (CAP) by requesting the submittal of this proposal for the above referenced services.

We are proposing for the Town of Palm Beach Shores to piggyback off our existing Agreement with Lake County for Building Plan Review and Inspection Services. This contract commenced on January 1, 2022, for an initial one (1) year term with option for (2) subsequent (2) year renewals.

Please see our executed contract (RFP# 21-0937B) between CAP and Lake County, attached. **CAP would accept a piggyback Agreement with the Town of Palm Beach Shores using "like terms and conditions" of the Agreement referenced above.**

CAP shall invoice monthly, and payments shall be due and payable in accordance with Florida's Prompt Payment Law. If you find this proposal acceptable, please sign in the space provided and return to us. If you have any questions or comments, please call Mr. Judson Dulany at (561) 261.9757 or me at (305) 458.6000, at your earliest convenience.

Very truly yours,
C.A.P. Government, Inc.

A handwritten signature in blue ink, appearing to read "Carlos A. Penin".

Carlos A. Penin, PE
President

Accepted:

Mayor Alan Fiers

Title:

Mayor

Date:

P R O C L A M A T I O N

ELECTION NOTICE

I, ALAN FIERS, MAYOR OF THE TOWN OF PALM BEACH SHORES, FLORIDA, PROCLAIM THAT ON MARCH 14, 2023, THE ELECTION OF TWO COMMISSIONERS FOR OUR TOWN WILL BE HELD IN THE COMMISSION CHAMBERS OF THE PALM BEACH SHORES TOWN HALL. POLLS WILL BE OPEN FROM 7:00 A.M. UNTIL 7:00 P.M. CANDIDATES FOR TWO COMMISSION SEATS MAY QUALIFY NO EARLIER THAN 12:00 NOON ON TUESDAY, NOVEMBER 1, 2022, AND NOT LATER THAN 12:00 NOON ON FRIDAY NOVEMBER 18, 2022 WITH THE TOWN CLERK AT TOWN HALL. THE LAST DATE FOR ANYONE WISHING TO REGISTER TO VOTE FOR THE ELECTION IS TUESDAY, FEBRUARY 13, 2023 AT 5:00 P.M WITH THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS.

Alan Fiers, Mayor

Published October 18, 2022, and October 25, 2022