

Monday, August 22, 2022, 7 pm
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 MAY BE CONDUCTED USING COMMUNICATION MEDIA TECHNOLOGY
Join information

Meeting Link:

<https://townofpalmbeachshores.my.webex.com/townofpalmbeachshores.my/j.php?MTID=m397aede19c5cacdbea4289ccbec93387>

Meeting number: 2631 293 6563 Password: 0822

Join by phone +1-408-418-9388 United States Toll Access code: 2631 293 6563

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, July 25, 2022
- b) Approve Event: April 29, 2023- Wedding, Sponsored by Brianna DeGeorge. Insurance submitted; fees paid.

4) GUEST SPEAKER

- o Sen. Bobby Powell with Legislative Update

5) DEPARTMENT AND BOARD REPORTS:

- o **Financial Report:** July 2022
- o **FY2023 Budget-** Update
- o **Staff Reports:**
 - o Sheriff's Department
 - o Fire Department
 - o Public Works
 - Update on Water Main Project
 - Update on Underground Utilities Project
 - o Town Clerk
 - o Planning and Zoning Chairman
 - o Town Attorney

6) COMMISSION REPORTS

7) 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.

8) OTHER BUSINESS

- Vote: Community Center Kitchen remodel – update & vote on direction
- Vote: Buccaneer Parking Agreement

9) DISCUSSION ITEMS:

- Discussion: Fire Prevention Service Agreement
- Holiday Meeting Schedule.

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

11) 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, July 25, 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 Janet Kortenhaus, 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.

APPROVAL OF MEETING AGENDA

Motion: Commissioner Tyler made a motion to approve the meeting agenda.

Second: Vice Mayor McCranels seconded the Motion.

Vote: Motion passed unanimously.

APPROVAL OF CONSENT AGENDA

Commission Meeting Minutes, June 27, 2022

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

Second: Commissioner Tyler seconded the Motion.

Vote: Motion passed unanimously.

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: Commissioner Kortenhaus seconded the Motion.

Vote: Motion passed unanimously.

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. The Fourth of July holiday went well with no incidents; there were fifteen deputies between Palm Beach Shores and Peanut Island. Sgt. Langevin also introduced the new PBSO Paw Patrol Program, which will reunite you with your lost dog or pet. The program is now up and running. The information for the program is available on the PBSO website and the Town Website; look for PBSO District 20's webpage. Sgt. Langevin answered Commissioner's questions regarding the incidents and clarified an error in his monthly report.

- **Fire Department:** Chief Steedman gave an update and review of the monthly statistics. Call Volume is up 7% this month. Two Firefighter/Paramedics, Lance Castro, and Nelson Lopez, successfully completed an Officer Development Academy hosted by Greenacres Fire Rescue. This professional development course encompassed incident command, strategy, and tactics, leadership and personnel management, training, crew resource management, coaching and mentoring, supervision, and critical decision-making. Our other two Firefighters/Paramedics will attend the next offering of this course. The new Fire Engine has arrived and is in service. Commissioner Janet Kortenhaus and the Chief are planning a “Housing Ceremony” in the very near future. Details will be sent out to the public as soon as they are available. Commissioner Tyler suggested a Housing Ceremony later in the year to include our residents who are away for the summer.
- **Public Works:** Director Welch reiterated his monthly report and updated current projects. Mr. Welch expects the Benches and Concrete trashcans to be delivered within the next four weeks.
Undergrounding Project: AT&T has finished running the fiber cable in the south half of Town. The splicing is done, and the lines are currently being tested for signal clarity. Line removal in the north half of Town will begin soon. The first phase of removal will be from the parkway to Lake Drive. They will then work east towards Ocean. **Watermain Project:** This project has finally begun. The new pipes have been laid from Island way to Bamboo. Lake drive has been prepared for digging by milling up all the asphalt and then loosely recompacting it; this makes it easier for the ditching equipment to work through the asphalt.
- **Town Clerk:** No Report.
- **Planning and Zoning Chairman:** Chairman Cohn was not in attendance but asked Mayor Fiers to relay that the P&Z Board is reworking the proposed Ordinance number 4, and he has asked for a drawing showing all the conduits and utilities that are located in the Town’s easement.
- **Town Attorney:** Attorney Davis said that he and Attorney Mitty Barnard will be out of the office for a training conference but will be available by phone and email.

OTHER BUSINESS:

- **Vote on millage rates and first public budget hearing date/time/location:**
Wendy Wells said that the Town held its first budget workshop on July 11, 2022, and went over revenues and capital plan in detail and will again go through these in detail at the next August 8, 2022, Budget Workshop. Mrs. Wells explained that the reason for this vote tonight is to set the Millage Rate that will go on the Tax Notices that go out in August. The Millage Rate set tonight is tentative and can be lowered but cannot go higher than the rate set tonight. The millage rate for the Operating Budget is 6.3500 Mills, which the Town has used for several years; this funds the General Fund. There was an increase in property values by 9.8% compared to last year, but this year we have an extensive road project that will be a significant expense to the General Fund. As for the Debt Millage Rate, that will be used to pay off the Debt Services early. The first Budget Hearing will be in accordance with the School District and the County's Budget Hearings. We are not allowed to hold them on the same day as theirs. Fortunately, the First Budget Hearing will be on our Regular Meeting date of September 12 at 7:00 pm. Mrs. Wells answered the Commissioner's questions. There was a brief discussion regarding the Millage Rates, the County's Millage Rates, and the Capital Projects projected for the next Fiscal Budget Year.

Motion: Commissioner Janet Kortenhaus made a motion to set the Tentative Millage Rate at 6.3500 Mills.

Second and Vote: Vice Mayor Scott McCranels seconded the Motion. Motion passed unanimously.

Motion: Commissioner Brian Tyler made a motion to set the Tentative Debt Service Rate at .4290

Second and Vote: Vice Mayor Scott McCranels seconded the Motion. Motion passed Unanimously.

Motion: Commissioner Brian Tyler made a motion to hold the First Budget Hearing on September 12, 2022, at 7:00 pm at 247 Edwards Lane, Palm Beach Shores, Florida.

Second and Vote: Commissioner Kortenhaus second the Motion. Motion passed unanimously.

- **Law Enforcement Service Agreement, 3rd Addendum.**

Mayor Fiers presented an overview of the annual renewal with the Palm Beach County Sheriff's Office. This year there is an increase in fees for services; the increase is three percent. There was a discussion regarding the services versus having our own police department; the overall savings is extensive.

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

Second and Vote: Commissioner Janet Kortenhaus seconded the Motion. Motion passed unanimously.

- **Resilient Florida Grant**

Mayor Fiers updated the resiliency project, and there will be a meeting tomorrow to discuss the Study. Wendy Wells said that Orlando Rodriguez worked closely with Alan Welch and the Town Engineer, who recommended James Barton, the engineer we previously used and familiar with the Town's drainage, to get this grant awarded to us. The grant for a vulnerability study that will go hand in hand with the road project. The Study will point out where the most vulnerable flood areas are. The Study is needed to receive any future grant money from FEMA and is going to be required by the State of Florida.

Motion: Commissioner Kortenhaus made a motion to approve, the resiliency grant, spending the \$5,000, and to move forward with the Study.

Second and Motion: Vice Mayor Scott McCranels seconded the Motion. Motion passed unanimously.

DISCUSSION ITEMS:

- **Presentation on Sand Accumulation at stormwater outflow pipes:**

Alan Welch presented pictures that he and his staff took off the sand accumulation around the Town stormwater outflow pipes. When the pipes were installed, they were two feet above the Lake bottom. They are now approximately half to 2/3 covered by sand. If not removed, this will block stormwater flow through the pipes. The public work staff removes that sand from the Bamboo outfall pipe monthly. This may also be necessary for the others, except for the Inlet outfall pipe, which is two feet above the bottom. There was a lengthy discussion amongst Commission on whether the Town should pursue participating in the dredging project. Mayor Fiers believes that the dredging project would positively impact this problem. He has been attending and pursuing information at his own expense. He feels the Town should change their position on participation in obtaining the grant. By Consensus Commission has agreed to allow the Mayor to travel and attend meetings regarding the dredging project and to allow the Mayor to be reimbursed for out-of-pocket expenses associated with it.

- **Community Center Vendor, Special Events Resource:**

Mayor Fiers reported that SER has not had any events at the Community Center and is ready to amicably part ways with the Town. Town Administrator Wendy Wells said we have an option of

terminating the contract with a 30-day notice; however, the contract is about to expire in September, and termination of the contract would only give us approximately 12 days before the end of it. SER has high-end clients, and the condition of the deterioration of a building next to the parking lot has discouraged people from using the Community Center. There was a discussion on how to proceed with generating revenues for the Community Center: There has been some communication with Nico, the owner of the Islander Restaurant, with some interest in providing services to the clients wishing to rent the center. Commissioner Kortenhaus feels there should be a list of vendors available, as they did in the past. Vice Mayor McCranels thinks that when the construction of the new building at the old Sea Spray is complete, things will change for the better. By Consensus, this discussion will be brought up at a workshop.

Motion: Commissioner Brian Tyler made a motion to let the contract with SER expire.

Second and Vote: Commissioner Janet Kortenhaus seconded the Motion. Motion passed unanimously.

PUBLIC COMMENTS: Mark Ward voiced concern about the heavy equipment being used to build on Inlet Way.

ADJOURNMENT:

Motion: Commissioner made a motion to adjourn the meeting.

Second: Commissioner seconded the Motion.

Vote: Motion passed unanimously.

The meeting was adjourned at 8:54 pm.

Approved this **22nd** day of August 2022.

ATTEST:

Alan Fiers, Mayor

Jude M. Goudreau, Town Clerk
(Seal)



Town of Palm Beach Shores
Community Center Rental
Check List

Type: Wedding
Sponsored: Brianna DeGeorge
Approximately 80 People Attending

Date of Event: April 29 2023 Name of Renter: Robert Lamb

Required Forms

Resident Reservation Form

Special Event Permit (Commission Approval)

Beach Special Permit (Commission Approval)

Community Center Rental Agreement

Community Center Rental Policies & Procedures

Event Insurance

Pre-approved floor plan layout

Amplified Music Request

✓
✓
✓
✓
✓
✓
✓

Required Fees

First Floor:

Security Deposit

\$ 50.00 (Refundable)

Rental Fee (10 Hours)

\$ 53.50 (Tax Included)

Additional Hours

\$ 53.50/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)

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

✓
✓
✓
✓



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

J [Signature]

Total Due

1,833

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.

J [Signature]

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.

J [Signature]

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.

J [Signature]

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.

J [Signature]

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.

J [Signature]

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.

[Signature]

Signature of Renter

[Signature]

Signature of Community Center Coordinator

8/4/2022

Date

8/12/2022

Date

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%
7/31/2021	\$ 3,840,807		\$ 5,517,240	\$ 192,765	\$ 5,393,671	98%
8/31/2022						
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	\$ 690,586	\$ (347,288)	\$ 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%
7/31/2021	\$ 5,517,240	\$ 420,235	\$ 37,321	\$ 457,556	\$ 4,565,194	83%
8/31/2022						
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.
- The State has received the second round of American Rescue Plan Act funds and will distribute before year end.

Town of Palm Beach Shores
Budget Summary Report
July 2022

			<i>Jul Benchmark</i>	<i>83.3%</i>
	BUDGET	YTD	Favorable(Unfav)	%
REVENUE				
Revenue (without appr'd F/B)	\$ 5,803,200.00	\$ 5,547,396.51	\$ (255,803.49)	95.6%
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	\$ 5,653,712.51	\$ (474,524.49)	92.3%

EXPENDITURES BY DEPARTMENT			% of total		% of total		
Administration	\$ 484,562.00	8%	\$ 362,662.82	7%	\$ 121,899.18	74.8%	
Legal	121,000.00	2%	87,737.40	2%	33,262.60	72.5%	
Public Works	358,162.00	6%	313,678.29	6%	44,483.71	87.6%	
Police	1,680,027.00	27%	1,538,742.67	31%	141,284.33	91.6%	
Fire	709,718.00	12%	528,253.71	11%	181,464.29	74.4%	
Building	279,962.00	5%	226,897.36	5%	53,064.64	81.0%	
Emergency Disaster	-	0%	-	0%	-	0.0%	
Solid Waste	209,250.00	3%	163,281.12	3%	45,968.88	78.0%	
Legislative	18,562.00	0%	9,344.75	0%	9,217.25	50.3%	
Streets/Storm Sewers	29,025.00	0%	23,869.93	0%	5,155.07	82.2%	
Parks	217,024.00	4%	136,027.06	3%	80,996.94	62.7%	
Beach	114,193.00	2%	77,663.19	2%	36,529.81	68.0%	
Lift Stations/Sewer Service	42,975.00	1%	9,996.71	0%	32,978.29	23.3%	
Contingencies	42,675.00	1%	-	0%	42,675.00	0.0%	
Debt Service	495,855.00	8%	495,854.58	10%	0.42	100.0%	
Emergency Medical Services	351,851.00	6%	292,778.99	6%	59,072.01	83.2%	
Community Center	69,075.00	1%	72,577.40	1%	(3,502.40)	105.1%	
Risk Management	110,231.00	2%	111,401.61	2%	(1,170.61)	101.1%	
Capital	794,090.00	13%	533,880.51	11%	260,209.49	67.2%	
TOTAL EXPENDITURES	\$ 6,128,237.00		\$ 4,984,648.10		\$ 1,143,588.90	81.3%	

CHANGE IN FUND BALANCE	-	669,064.41	669,064.41
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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.

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 - July 2022

Check #	Type	Date	Vendor Name	Amount
3829	C	7/7/2022	324 AC Enforcement, Inc.	\$ 1,177.92
3830	C	7/7/2022	52 Comcast	\$ 42.45
3831	C	7/7/2022	107 Davis & Associates, P.A.	\$ 12,645.00
3832	C	7/7/2022	708 Dilo Fire Alarms Inc	\$ 294.51
3833	C	7/7/2022	863 Diversified Building Department Management	\$ 9,107.50
3834	C	7/7/2022	746 Essential Net Solutions	\$ 1,457.49
3835	C	7/7/2022	75 FL Municipal Insurance Trust	\$ 29,449.75
3836	C	7/7/2022	89 Home Depot Credit Svcs	\$ 3,031.77
3837	C	7/7/2022	659 Image Janitorial Services, Inc.	\$ 2,050.00
3838	C	7/7/2022	862 Jarbas Silva	\$ 270.00
3839	C	7/7/2022	821 Robert Villagomez	\$ 120.00
3840	C	7/7/2022	365 Sherwin-Williams	\$ 247.15
3841	C	7/7/2022	101 Verizon Wireless	\$ 57.11
3842	C	7/7/2022	104 Waste Management	\$ 11,825.64
3843	C	7/7/2022	110 Xpert elevator Services, Inc.	\$ 417.72
3844	C	7/15/2022	29 Alphagraphics of the Palm Beaches	\$ 175.66
3845	C	7/15/2022	823 AT&T Mobility	\$ 34.99
3846	C	7/15/2022	823 AT&T Mobility	\$ 34.99
3847	C	7/15/2022	32 City of Riviera Beach	\$ 3,772.84
3848	C	7/15/2022	746 Essential Net Solutions	\$ 575.00
3849	C	7/15/2022	80 FL Public Utilities	\$ 157.84
3850	C	7/15/2022	14 Nowlen, Holt & Miner, P.A.	\$ 3,780.00
3851	C	7/15/2022	858 Palm Beach County Sheriff's Office	\$ 137,364.83
3852	C	7/15/2022	99 Torcivia, Donlon, Goddeau and Ansay, PA	\$ 501.66
3853	C	7/15/2022	100 Toshiba Business Solutions	\$ 193.66
3854	C	7/15/2022	964 Tritech Software Systems	\$ 150.00
3855	C	7/22/2022	29 Alphagraphics of the Palm Beaches	\$ 590.48
3856	C	7/22/2022	47 Board of County Commissioners	\$ 1,454.25
3857	C	7/22/2022	861 BrightView Landscape Services, Inc.	\$ 23,307.21
3858	C	7/22/2022	861 BrightView Landscape Services, Inc.	\$ 7,277.08
3859	C	7/22/2022	129 Derek LaRosa	\$ 120.00
3860	C	7/22/2022	71 FL Power & Light	\$ 3,348.44
3861	C	7/22/2022	676 Guardian	\$ 638.52
3862	C	7/22/2022	886 Henry Schein, Inc.	\$ 93.76
3863	C	7/22/2022	535 Humana Insurance	\$ 90.10
3864	C	7/22/2022	535 Humana Insurance	\$ 90.10
3865	C	7/22/2022	679 Keehn Emergency Medical Services, Inc	\$ 1,500.00
3866	C	7/22/2022	911 AT&T	\$ 871.57
3867	C	7/22/2022	911 AT&T	\$ 285.06
3868	C	7/22/2022	887 Standard Insurance Co	\$ 314.86
3869	C	7/22/2022	592 Trevor Steedman	\$ 162.92
3870	C	7/22/2022	131 WEX BANK	\$ 448.69
3871	C	7/22/2022	112 Zimmerman Tree Service	\$ 833.00
3872	C	7/28/2022	951 Alan Fiers	\$ 26.95
3873	C	7/28/2022	908 ATT CWO	\$ 16,994.13
3874	C	7/28/2022	746 Essential Net Solutions	\$ 1,886.49
3875	C	7/28/2022	886 Henry Schein, Inc.	\$ 93.76
3876	C	7/28/2022	95 Lowes	\$ 581.41

Town of Palm Beach Shores
Disbursements - July 2022

Check #	Type	Date	Vendor Name	Amount
3877	C	7/28/2022	982 Quadient Finance USA , Inc	\$ 445.19
3878	C	7/28/2022	516 Schmidt Nichols	\$ 908.50
3879	C	7/28/2022	494 Signs by Tomorrow	\$ 1,961.50
3880	C	7/28/2022	375 Simmons & White, Inc.	\$ 5,627.61
3881	C	7/28/2022	978 Truist Bank	\$ 4,316.72
3882	C	7/28/2022	104 Waste Management	\$ 3,074.81
ADP, LLC	E	7/22/2022	697 ADP, LLC	\$ 234.70
ADP Taxes	E	7/15/2022	ADP Taxes	\$ 9,218.43
ADP Taxes	E	7/29/2022	ADP Taxes	\$ 9,193.92
ADP Wages	E	7/15/2022	ADP Wages	\$ 27,274.67
ADP Wages	E	7/29/2022	ADP Wages	\$ 27,787.80
Blue Cross Blue Shield	E	7/25/2022	127 Blue Cross Blue Shield of Florida, Inc.	\$ 14,521.49
FRS	E	7/1/2022	172 FRS	\$ 11,236.16
Humana Insurance	E	7/1/2022	535 Humana Insurance	\$ 90.10
Nationwide Retirement	E	7/29/2022	11 Nationwide Retirement Solutions	\$ 500.00
Rev Technical Center	E	7/12/2022	975 Rev Technical Center (new fire engine)	\$ 392,470.00
				\$ 708,080.53

General Fund	\$ 690,586.40
Underground Utilities Fund	\$ 17,494.13
Total	\$ 708,080.53

Notes:

- Underground Utilities disbursements 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				-
Aug-22				-
Sep-22				-
YTD Total	172,213.13	64,219.69	21,086.61	257,519.43

<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>80%</i>	<i>61%</i>	<i>75%</i>	<i>74%</i>

Note: The water utility tax is lower than previous years and the budget. An 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. It is being corrected and a check will be sent 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
Total current year receipts		\$ 87,221.67

Current Year Expenditures:

\$ -

Accumulated (unspent) Discretionary Sales Tax as of 6/30/22	\$ 474,653.77
--	----------------------

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 7/31/22

*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 7/31/22	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	\$ 95,072.09	\$ 1,000.00	\$ 96,072.09	\$ (16,072.09)
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	\$ 5,614,451.96	\$ 140,721.36	\$ 5,755,173.32	\$ 244,826.68
Net Change in Fund Balance	\$ -	\$ 385,548.04	\$ (140,721.36)	\$ 244,826.68	\$ 244,826.68

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 7/31/2022**

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



Town of Palm Beach Shores
Commission Meeting
August 22, 2022

Changes to FY2023 Budget since 8/8/22 Workshop:

	Previously Reported	Revised Amount	Change	
Revenue:				
Communications Tax	\$ 72,073	\$ 78,593	\$ 6,520	Received estimate from the State
Damage/Add'l Cleaning Fee Community Center	\$ 3,000	\$ 4,000	\$ 1,000	Matched to cost in CC dept
Use of Fund Balance:				
Appropriated Fund Balance - unassigned	\$ 524,484	\$ 419,946	\$ (104,538)	Using F/B for roads; \$7,584 to balance
Appropriated Fund Balance - restricted (sales tax)	\$ (104,768)	\$ -	\$ 104,768	Originally presented to save this,
			\$ 7,750	but we plan to use it on the roads.
Expenditures:				
Fire - Salaries - Regular	\$ 197,000	\$ 191,000	\$ (6,000)	Estimated training time should be
Fire - Salaries - OT	\$ 25,000	\$ 31,000	\$ 6,000	with OT rather than regular salaries.
Legislative - Elections	\$ 750	\$ 10,750	\$ 10,000	Based on SOE estimate
Community Center - Building Maintenance	\$ 27,250	\$ 24,000	\$ (3,250)	Bathrooms to be done FY22
Risk Management - Insurance	\$ 115,000	\$ 116,000	\$ 1,000	Based on quote from ins. co.
			\$ 7,750	

PALM BEACH COUNTY SHERIFF'S OFFICE

RIC L. BRADSHAW, SHERIFF



August 2022 Commission report with stats from July 2022

Sergeant Steven Langevin

Commander District 20/Town of Palm Beach Shores

Arrests/Detentions

One arrest was made during this reporting period which was for disorderly conduct at the beach area.

On three different occasions and locations deputies responded to assist mentally disturbed persons. Two of these times deputies utilized the Baker act to bring the person to the hospital for help, the third time the person voluntarily agreed to go to the facility.

Information

Sheriff Bradshaw was able to send some extra funding to us; with it we have purchased 2 new CCTV systems. One will be placed at Edwards and Ocean Avenue and the other will be at Lake drive and Tacoma Lane.

As we know the last 4 arrests have been made by identifying the suspect with the use of these camera systems throughout town. The location at the western most gazebo is on hold due to a lack of present time funding and the cameras that are required (Pan, Tilt, Zoon are on backorder until sometime in 2023.

We have been attempting to educate drivers of large vehicles over 9000 pounds to use the towns truck route. When the driver continued to use the route we brought in the specialized traffic unit (commercial vehicle inspection team). The team inspected 12 commercial vehicles, issued 44 violations with over 1,200.00 Dollars in fines.

Our newest program; Paw patrol is up and running, through the PBSO District 20 website folks in town can upload a photo of their dog and name along with the owners contact information. This saves time and the need for animal control calls when the dog escapes. My thanks to Deputies Brandi Clayton and Greg Fernandez who worked with the IT department to make this work.

Also on this website you will be able to sign up for PBSO's Code red, which you can sign up for and be notified by us in the event of emergencies such as Hurricanes etc.

Statistics follow



July - 2022 - Monthly Strategic Report

CAD Calls	Monthly Totals
Business / Residence Checks (Self-Initiated)	3453
Traffic Stops (Self-Initiated)	30
Calls for Service (Excluding 1050's & 1061's)	238
All CAD Calls - Total	3691

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 3691 generated calls within the district. 94% 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
1	28	8

Arrest and NTA Statistics

Arrest Data
Arrests & Notice to Appear (NTA) within District 20
Total Count - 2

Data Source: CADS/Premier 1

RPT #	DATE/TIME	SIGNAL	NEIGHBORHOOD	COMMONPLACE	LOCATION
22085360	2022-07-07 15:43:26	19	MARRIOTT OCEAN POINTE	MARRIOTT OCEAN POINTE - KINGFISH	31 OCEAN AVE
		1050	CANNON SPORT MARINA		LAKE DR / SANDAL LN

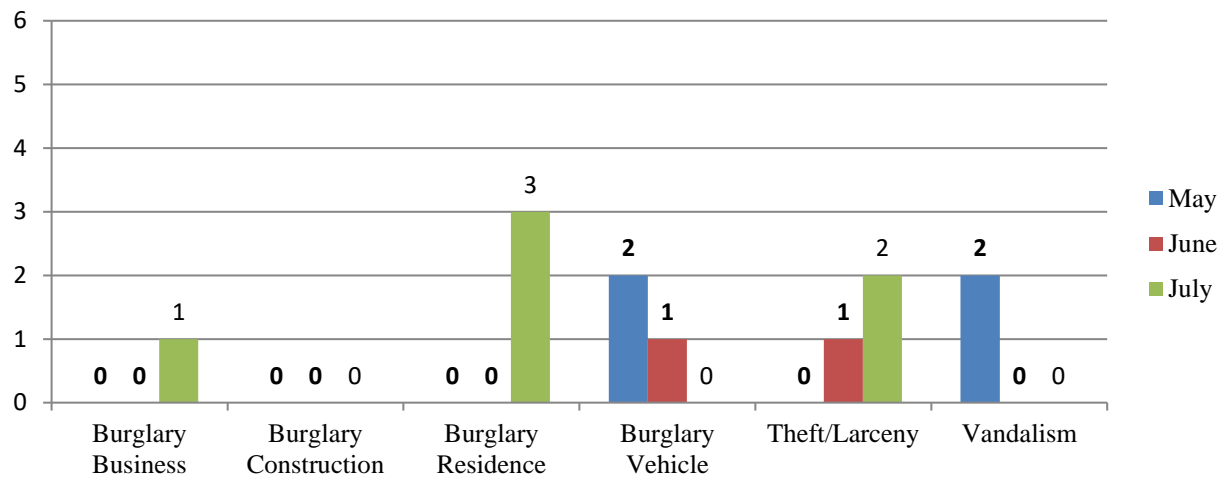
DATA ANALYSIS

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.

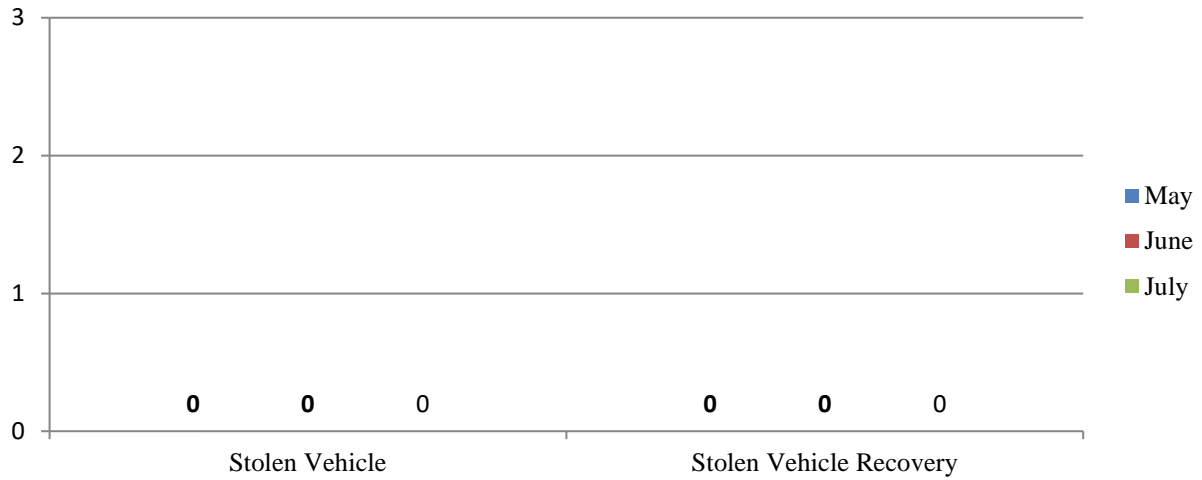
D20 Monthly Stats
Homicide, Robbery, Sexual Assault, Shooting, Stabbing
 Data Source: CADS/P1



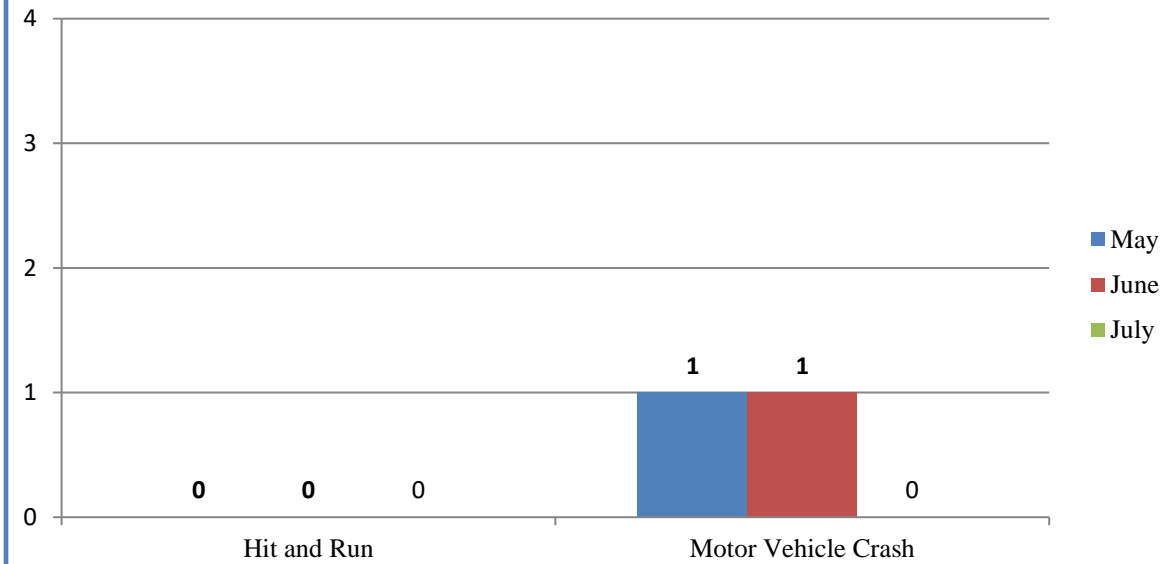
D20 Monthly Stats
Burglaries, Theft & Vandalism
 Data Source: CADS/P1



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

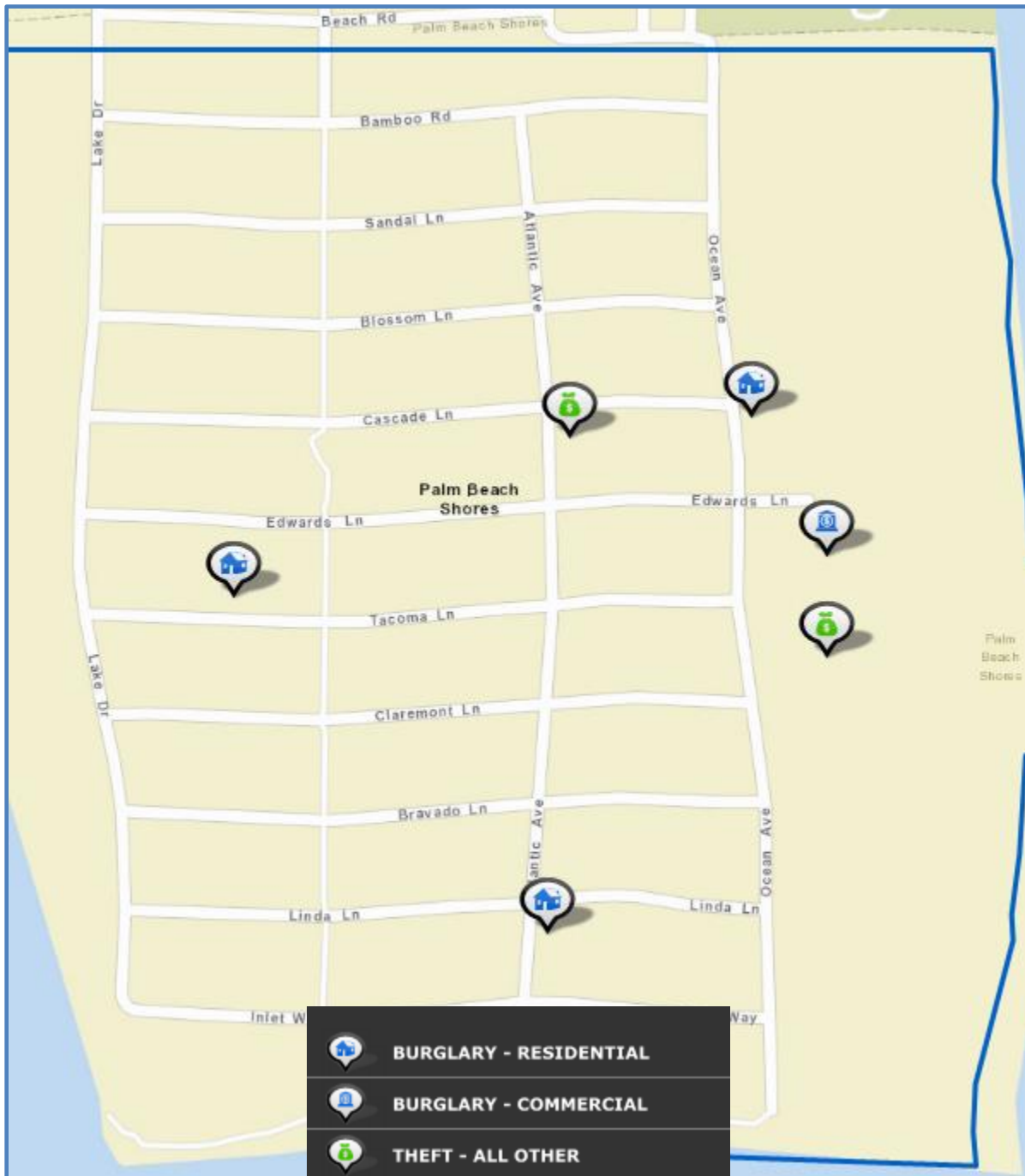


D20 Monthly Stats
Hit and Run & Motor Vehicle Crash
 Data Source: CADS/P1



District 20 Map of Activity

Data: Source: CrimeView Dashboard



FIR MAP

15 Records Plotted in CrimeView Dashboard.



(15) 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
21 July 2022 – 18 August 2022

TO: Mayor Alan Fiers
Town Commissioners

FROM: Trevor L. Steedman, Fire Chief

DATE: 18 August 2022

OPERATIONS

FIRE DEPARTMENT

COMMUNITY RISK REDUCTION (CRR) INITIATIVES

- 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

21 July 2022 – 18 August 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

- 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 50 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 been ordered – 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:
 - 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).



MONTHLY ACTIVITIES REPORT TO THE TOWN COMMISSION

TOWN OF PALM BEACH SHORES

DEPARTMENT OF EMERGENCY SERVICES

21 July 2022 – 18 August 2022

- 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 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
- 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



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

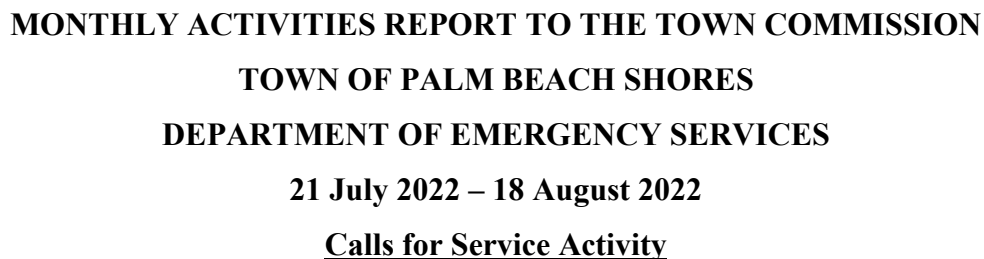
21 July 2022 – 18 August 2022

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.



<div>OCEAN RESCUE</div> <div>(July 2022)</div>	Rescue Report	<div>Rescues: 00</div> <div>Assists: 00</div> <div>Vessel Assists: 00</div>
	Prevention & Education	<div>Contacts: 294</div>
	First Aid Provided	<div>Occurrences (Minor): 110</div>

FORMAL TRAINING & DRILLS	DATE	TIME	LOCATION	TYPE			NATURE	STAFFING	NOTES
				FIRE	RESCUE	EMS			
	26 July 2022	1830	Phil Foster Park	X			Fireground Ops.	14	Hands-On
	09 Aug 2022	18130	Station 80	X	X	X	HazMat Ops Review	23	Hands-On
	16 Aug 2022	1830	90 Edwards	X	X	X	Incident Scene Mgmt.	23	Classroom
Formal Training Drills – 03									
Personnel Participation – 60									
Personnel Training Hours – 180									



Public Works Department

Monthly Status Report

August 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 two to three weeks. Waiting on Permit Approval by Building Department.
2. The Project concerning the Kitchen Remodel on the 2nd floor is on hold due to further discussions.
3. 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.
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.
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.
7. Renovations required to the Parkway Fountain, new plumbing, electrical, stucco repairs, and Painting.
8. The projects listed is funded through the approved general and capital budget.

Streets:

1. Performed Maintenance and Inspection on Tuesday, August 9, 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 turtle friendly Beach Parking Lot Lights require to reengineer the light fixtures and wiring due to no original parts available for the light style. This will be completed by Public Works Staff. The reengineering follows the Turtle friendly specifications.
4. 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.
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. Waiting on contractors' estimated availability.
4. The projects listed is funded through the approved general and capital budget.

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

1. The Exterior Paint Project of the Police, and Fire Bay, completion date was Thursday, August 4, 2022.
2. The projects listed is funded through the approved general and capital 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: **On order / Contractor.**
6. Inlet Park and Beach replace concrete benches: **On order / Contractor.**
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: **Contract awarded, and a piggyback contract is availability / Contractor.**

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, August 16, 2022, Public Works Safety Officer (Public Works Director).
5. Irrigation maintenance and repairs training by BrightView landscaping. No cost to the Town.
6. Lift Stations Pumps and Valves training by PSI Technologies. No cost to the Town.

Updates:

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

TOWN CLERK REPORT
July 2022 Statistics
August 22, 2022, Commission Meeting

Upcoming Meetings and Important Dates	<p style="text-align: center;">PLANNING AND ZONING MEETING AUGUST 24, 2022 @ 6:30 P.M. INLET ENCROACHMENT AD HOC COMMITTEE MEETING AUGUST 24, 2022 @ 2:00 P.M.</p>
Building Department Information	<p>July 2022: Total Permits issued: 23 Total Permit Fees Paid: \$ 15,255.02 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.</p>
Code Compliance	<p><u>The following is a count of properties that had Code Enforcement violations from July 22, 2022 – August 17, 2022</u></p> <p><u>Code Violation: Sec. 38-9. – Collections times; notice. Yard debris, bulk and trash/garbage being placed out for pickup days before the scheduled pickup date.</u> 2 Closed. 0 Open.</p> <p><u>Code Violation: Sec. 14-106. Florida Building Code (Structural Engineering Report for the condition of the building)</u> 0 Closed. 3 Open. 220 Inlet Way, 101 Edwards Ln, 320 Inlet Way</p> <p><u>Code Violation: Sec. 14-106. Florida Building Code (Work without a permit)</u> 3 Closed. 1 Open. 145 Ocean Ave Unit 210</p> <p><u>Code Violation: Sec. 78-79 Landscaping Maintenance</u> 8 Closed 10 Open 215 Claremont Ln, 241 Bravado Ln, 245 Linda Ln, 136 Claremont Ln, 128 Edwards Ln, 200 Tacoma Ln, 123 Ocean Ave, 337 Edwards Ln, 245 Claremont Ln, 320 Bamboo Rd, 101 Edwards Ln, 343 Cascade Ln, 319 Blossom Ln.</p> <p><u>Code Violation: Sec. 18-16. Business Tax Receipt/ Certificate of Use</u> 2 Closed 0 Open</p> <p><u>Code Violation: Sec 70-75. Prohibited vehicle</u> 1 Closed 0 Open</p> <p><u>Total Amount of Cases created that are closed from 7/2/2022 – 8/17/2022:</u> 16</p> <p><u>Total Amount of Cases created that are still open from 7/2/2022 – 8/17/2022:</u> 14</p> <p><u>Total count of Cases 7/2/2022 – 8/17/2022</u> 30</p> <p><u>Notice of Violation Sent:</u> 320 Inlet Way – Concrete Restoration, Electrical, Plumbing repairs. 220 Inlet Way – Concrete Restoration 101 Edwards Ln – Exterior Building repairs</p> <p><u>Special Magistrate:</u> No upcoming Hearings</p>
TOWN HALL Information: Fees:	<ul style="list-style-type: none"> Recently a letter was mailed to the HOA's/Condo/Multifamily Properties for Fire Inspections that were conducted between September 2021 and February 2022. These inspections/reinspection are conducted annually by PBCFR and are billed to the Town, and the Town recovers the fees from the properties. Please excuse the late mailing, a change in staff unfortunately led to the delay in mailing. There is a fee when submitting plans for review before the DRC and P&Z Boards. These fees are in accordance with Sec. 14-83 and Pf. 17.4, Town Code, the Town's Schedule of Fees and Charges and the executed Owner Acknowledgment & Certification provided as part of your Development Application. These fees are not included in the Building Permit Fees.

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 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.

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

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 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 78-77.1 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. 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 3: 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 4: All ordinances or parts of ordinances in conflict be and the same are hereby repealed.

Section 5: 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 6: Specific authority is hereby granted to codify this Ordinance.

Section 7: 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



**Palm Beach County
Local Amendments to the Florida Fire Prevention Code
Chapter 69A-60, Florida Administrative Code
Including**

**National Fire Protection Association's
NFPA 1® Fire Code
Florida Edition**

**National Fire Protection Association's
NFPA 101® Life Safety Code
Florida Edition**

Appendix A

Effective: December 31, 2020

Fire-Rescue Staff

Reginald K Duren, Fire-Rescue Administrator
David Woodside, Deputy Chief
David DeRita, Fire Marshal
Dave Collado, Staff Captain
Amanda S. Greaux, Senior Secretary

Palm Beach County Attorney's Office

Sharon Burrows, Senior Assistant County Attorney

Fire Code Board of Appeals

Vacant, General Contractor
Kathy Cline, Municipal Fire Representative – Boynton Beach Fire Rescue
Jacek Tomasik, Building Official – Village of Wellington
Steve Soderlund, Architect
John Duffin, Fire Sprinkler Representative
Roy Pollack, Fire Alarm Contractor
Vacant, Mechanical Engineer
George Heisel, Citizen Representative

Fire-Rescue Fire Code Review Committee

Dave Woodside, Deputy Chief
Dave DeRita, Fire Marshal
Patrick Kennedy, Assistant Chief
Amanda S. Greaux, Senior Secretary
Dave Collado, Staff Captain
Kathi Greenia, Staff Captain
Tom Fucci, Staff Captain
Robert Smallacombe, Staff Captain
Amy Kimberly, Fire Safety Specialist
Nicole Delrossi, Fire Safety Specialist
Sue Ellen Calderon, Fire Safety Specialist
Matthew Doumas, Fire Safety Specialist
Wesley Jolin, Fire Safety Specialist
Christopher Henry, Fire Safety Specialist

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Chapter 1

Administration & Enforcement

1.1 Scope.

1.1.1 The scope includes, but is not limited to, the following:

1. Inspection of permanent and temporary buildings, processes, equipment, systems, and other fire and related life safety situations
2. Investigation of fires, explosions, hazardous materials incidents, and other related emergency incidents
3. Review of design and construction plans, drawings, and specifications for life safety systems, fire protection systems, access, water supplies, processes, and hazardous materials and other fire and life safety issues
4. Fire and life safety education of fire brigades, employees, responsible parties, and the general public
5. Existing occupancies and conditions, the design and construction of new buildings, remodeling of existing buildings, and additions to existing buildings
6. Design, installation, alteration, modification, construction, maintenance, repairs, servicing, and testing of fire protection systems and equipment
7. Installation, use, storage and handling of medical gas systems.
8. Access requirements for fire department operations
9. Hazards from outside fires in vegetation, trash, building debris, and other materials
10. Regulation and control of special events including but not limited to, assemblage of people, exhibits, trade shows, amusement parks, haunted houses, outdoor events, and other similar special temporary and permanent occupancies
11. Interior finish, decorations, furnishings, and other combustibles that contribute to fire spread, fire load, and smoke production
12. Storage, use, processing, handling, and on-site transportation of flammable and combustible gases, liquids, and solids
13. Storage, use, processing, handling, and on-site transportation of hazardous materials
14. Control of emergency operations and scenes
15. Conditions affecting fire fighter safety

16. Arrangement, design, construction and alteration of new and existing means of egress

Exception: the scope of this Code for detached one (1) and two (2) family dwellings and for single use non-commercial agricultural structures on property zoned for single family dwellings shall include only sub-sections 2, 3 (water supplies and access) 4, 8, 9, 12, 13, 14, 15 of Section 1.1.1.

1.1.2 Title. In accordance with Sections 633.202 and 633.208, Florida Statutes, the “Florida Fire Prevention Code” adopted by the State Fire Marshal in Rule Chapter 69A-60 of the Florida Administrative Code, as may be amended, including the Florida editions of NFPA 1 Fire Code and NFPA 101 Life Safety Code, is deemed adopted by reference as the minimum fire safety code, and is amended as set forth herein and referenced below by the NFPA 1 section number. The amendments adopted herein shall be known as the “Palm Beach County Local Amendments to the Florida Fire Prevention Code.” The Florida Fire Prevention Code (FFPC) as amended by the Palm Beach County Local Amendments to the Florida Fire Prevention Code may be hereinafter referred to as “this Code.”

1.3 Application.

1.3.1.1 The provisions of this Code shall be in full force and effect in Palm Beach County within the boundaries of any fire-rescue municipal service taxing unit (MSTU) established by ordinance, including within the unincorporated area and within the boundaries of any municipality that is lawfully included within any such MSTU; and within any municipality that has entered into an interlocal agreement for fire protection services from Palm Beach County Fire-Rescue and enacted an ordinance to adopt the Palm Beach County Local Amendments within the municipality, unless otherwise provided by the interlocal agreement.

1.3.8 There is hereby established a Fire Prevention Bureau, known as The Community Risk Reduction Division (CRRD), which shall be under the direction of the authority having jurisdiction (AHJ). The functions of this Division are to be the following:

- (a) To inspect buildings/businesses as set forth in Table 1.3.8.1 for the purpose of ascertaining and causing to be corrected any violations of

- the provisions of this Code. The Division will follow the schedule set forth in Table 1.3.8.1 forthwith to the extent reasonably practicable,
- (b) To review plans and conduct subsequent inspections to assure compliance with this Code,
 - (c) To investigate the origin, cause, and circumstances of any fire, and
 - (d) To provide public education in the areas of fire and life safety.

TABLE 1.3.8.1
SCHEDULE OF FIRE INSPECTIONS

Buildings/Businesses subject to this Code are to be inspected to assure fire code compliance per the following schedule:

Occupancy Type	Inspection Cycle
Assembly	Annual
Educational	Annual
Day Care	Annual
Health Care	Annual
Ambulatory Health Care	Annual
Detention/Correctional	Annual
Residential Board and Care	Annual
Apartments (3-6 units with common area) No Fire Protection Equipment Systems	Annual
Apartments (3-6 units without common area) No Fire Protection Equipment Systems	Annual
Apartments (7 units or more)	Annual
Apartments with Fire Protection Equipment Systems	Annual
Hotel Dormitories	Annual
Lodging or Rooming Houses	Annual

Mercantile - Shell	Annual
Mercantile - TNB	Every three (3) years
Business - Shell	Annual
Business - TNB	Every three (3) years
Industrial/Manufacturing	Annual
Storage	Annual
Special Property Use	Annual
Wholesale Fireworks	Quarterly
Mulching Facilities	Semi-Annual

Additional inspections may be scheduled by the AHJ based on new construction, alteration of building construction or occupancy, or in response to complaints or observed fire code violations.

Inspection Fees shall be assessed in accordance with Table 1.14.7 of this Code.

1.4 Equivalencies, Alternatives, and Modifications.

1.4.6.1 All fire safety systems, equipment, and devices installed in lieu of or as an alternative to other code requirements, as permitted by this code, shall be considered required systems, and shall comply with the appropriate standard.

1.7 Authority.

1.7.7.4 Before conducting an inspection of a building, structure or premises, the AHJ shall obtain consent from the owner, occupant, or other person having charge thereof, or obtain an inspection warrant pursuant to Florida Law, except in those instances where an emergency exists.

1.7.11.4 Florida's Public Records Law shall govern what information will be

made part of the public record.

1.7.16.1.1 The authority to order immediate evacuation of an occupied building or the summary abatement of a hazardous condition, as provided in sections 1.7.8, 1.7.16, and 1.16.5, shall reside only with the AHJ or the AHJs' designee. The immediate evacuation or summary abatement shall be limited to the action necessary to remove, abate or remedy the imminently dangerous condition or to remove occupants from the imminently dangerous condition. Such order shall be immediately effective and shall recite with particularity the facts supporting the immediate evacuation or summary abatement.

1.7.16.1.2 Anyone whose property interests are adversely affected by the summary abatement or immediate evacuation shall be entitled to a subsequent hearing before the Fire Code Board of Appeals, as is established by Section 1.10 of this Code. Upon the Fire Code Board's receipt of a written notice requesting a hearing to review an immediate evacuation or summary abatement order, the Fire Code Board shall set such a hearing for a date no later than five (5) working days from the Fire Code Board's receipt of the written notice. The Fire Code Board's written decision, with its supporting factual findings, shall be mailed by certified mail to the appellant within two (2) working days after the hearing. In all other respects, the procedures of Section 1.10 shall apply.

1.7.19 Permitting and Inspection. The inspection or permitting of any building or plan by any jurisdiction under the requirements of this Code shall not be construed as a warranty of the physical condition of such building or the adequacy of such plan. No jurisdiction nor any employee thereof shall be liable in part for damages for any defect or hazardous or illegal condition or inadequacy in such building or plan, nor for any failure of any component of such building, which may occur subsequent to such inspection or permitting, pursuant to this Code.

1.7.20 Administrative Orders. From time to time, when deemed necessary, the AHJ or the AHJs designee, with the approval of the Fire-Rescue Administrator, may draft Administrative Orders for the purpose of clarifying and carrying out the intent of this code. All Administrative Orders shall be on file in the office of the AHJ. Additional copies shall be kept at the Plans Review Office and the Inspection Office for distribution to the public.

Such orders shall be enforced as if a part of this Code and be in full effect upon approval of the Fire Rescue Administrator.

1.7.21 In accordance with Section 633.208(3)(d), Florida Statutes, any substantially affected party shall be entitled to a hearing before the AHJ to challenge a Palm Beach County Local Amendment as provided for therein. The challenge must be filed in writing with the AHJ, must state with specificity the basis for the challenge, and shall contain such data and documentation upon which the challenging party seeks to rely. Unless the AHJ agrees to stay enforcement of the Local Amendment, or other good cause is shown, the challenging party shall be entitled to a hearing within forty-five (45) days of the AHJ's receipt of the challenge. The challenging party shall be notified of the date and location of the hearing.

The AHJ shall be authorized to conduct hearings on Local Amendment challenges brought pursuant to Section 633.208(3)(d), Florida Statutes. At the hearing, the AHJ shall provide the challenging party and County staff an opportunity to present testimony and evidence. All testimony shall be under oath. The formal rules of evidence shall not apply but fundamental due process shall be observed and shall govern the proceedings. The burden of proof shall be on the challenging party, but the Local Amendment shall not be presumed to be valid or invalid. The AHJ shall render a written decision containing a summary of the testimony and evidence presented and the AHJ's findings and conclusions.

The AHJ's decision may be appealed by the challenging party to the Fire Code Board of Appeals within thirty (30) days after the AHJ's issuance of a written order. Such appeal shall not be a hearing de novo. The appeal shall be limited to appellate review of the record created before the AHJ. The Board shall reverse the decision of the AHJ only if it determines that there is no substantial competent evidence to support the AHJ's decision.

If the written order of the AHJ or the Fire Code Board of Appeals determines that the challenged Local Amendment or any part thereof does not comply with the applicable statutory requirements, then said Local Amendment or part thereof shall be deemed void effective as of the date of the written order. Such holding shall not affect the remainder of the Local Amendments or this Code.

The decision of the Fire Code Board of Appeals under this subsection shall be final action which may be appealed by the challenging party to the State Department of Financial Services in accordance with Section 633.208(3)(d), Florida Statutes.

1.10 Fire Code Board of Appeals. Section 10.1 is amended and replaced in its entirety to read as set forth herein.

1.10.1 Fire Code Board of Appeals Created. There is hereby created a Fire Code Board of Appeals, herein after referred to as the “Fire Code Board”, consisting of eight (8) members who are qualified by training and experience to vary the application of the provisions of this Code, and act on related matters, and to perform such other duties as established herein. The Board shall be appointed by the Board of County Commissioners. All members must reside within Palm Beach County at the time of appointment and while serving on the Fire Code Board and shall be qualified electors of Palm Beach County. The Fire Code Board shall adopt rules and regulations for conducting its business. The AHJ shall designate a representative to act as Secretary to the Fire Code Board. Public Notice of all Fire Code Board meetings shall be provided. All Fire Code Board meetings shall be open to the public and shall comply with the applicable requirements of the Florida “Government in the Sunshine” and “Public Records” laws. Minutes shall be taken at each meeting. The Fire Code Board shall be subject to the uniform policies and procedures established by the Board of County Commissioners as currently set forth in Resolution No. 2013-0193, as may be further amended by action of the Board of County Commissioners. All Fire Code Board meetings shall be governed by Robert’s Rules of Order. Fire Code Board members shall be governed by the applicable provisions of the state Ethics Code and the applicable provisions of the Palm Beach County Code of Ethics.

1.10.1.1 Membership. The membership of the Fire Code Board of Appeals shall be as follows:

1. One (1) Florida or Palm Beach County certified general contractor.
2. One (1) Palm Beach County municipal fire service representative.
3. One (1) Palm Beach County municipal building official.
4. One (1) registered architect.
5. One (1) certified fire sprinkler contractor.

6. One (1) certified fire alarm contractor.
7. One (1) registered engineer, practicing in the mechanical field.
8. One (1) citizen of Palm Beach County, not eligible under other membership categories.

Where a member is required to be registered or certified, same shall be issued by the State of Florida unless otherwise specified.

1.10.1.1.1 Term. The members shall serve no more than three (3) consecutive three (3) year terms. Any vacancy occurring during a term shall be filled for the unexpired portion of the term and shall not count towards the member's term limits. The member's terms shall begin on October 1 and end on September 30. Current members' terms shall expire on September 30 of the year in which their term expires.

1.10.1.1.2 Removal/Absences. All members shall be subject to the rules, adopted by the Board of County Commissioners, governing Board participation and attendance.

1.10.1.1.3 Vote Calculation. Each member shall have a full vote.

1.10.1.1.4 Chair. The Fire Code Board shall select one of its members to serve as chair and one member to serve as vice chair.

1.10.2 Review of Code.

1.10.2.1 Recommendations to the Board of County Commissioners. The Fire Code Board shall review this Code and make recommendations, in the form of specific amendments, to the Board of County Commissioners for corrections, additions, substitutions or deletions to said Code for the purposes of clarification, applicability, public safety, and changes in technology, so as to maintain this Code as an effective and responsive document.

1.10.2.2 Fire Code Advisory Board. When sitting solely in its advisory capacity, the Fire Code Board shall be known as the Fire Code Advisory Board and shall be composed of the same members as the Fire Code Board. Persons appointed to the Fire Code shall be deemed to be likewise appointed to the Fire Code Advisory Board.

1.10.3 Appeals

1.10.3.1 Means of Appeal. Whenever it is claimed that the provisions of this Code do not apply or have been misapplied, or when it is claimed that the true intent and meaning of this Code or any of the regulations there under have been misconstrued or misapplied, or when it is claimed that a decision is unreasonable or arbitrary as it applies to alternatives, the owner or his duly authorized agent may appeal the decision of the AHJ to the Fire Code Board of Appeals. Notice of appeal shall be in writing and filed with the AHJ within thirty (30) days after the decision is rendered by the AHJ. Appeals shall be on forms provided by the AHJ.

1.10.3.2 Procedures on Appeal.

1.10.3.2.1 Hearing. Upon receipt of the notice of appeal by the AHJ, a hearing shall be held at the next regularly scheduled meeting of the Fire Code Board, with notice to the appellant, the AHJ, and the members of the Fire Code Board, at least five (5) working days' prior to said hearing. Special meetings may also be called by the Board provided that five (5) working day notice is given to both parties. If the applicant requires a special meeting to be called, the appeal fee shall be One Hundred Dollars (\$100.00). Both the appellant and the AHJ, or their representatives, shall attend the hearing and may present evidence at same. The Fire Code Board shall consider each appeal on its own merits and shall base its decision only on the evidence presented at said hearing.

1.10.3.2.2 Fire Code Board Action. The Fire Code Board, upon an affirmative vote of a majority of the votes present, shall either 1) affirm the decision of the AHJ; 2) modify the decision of the AHJ; or 3) reverse the decision of the AHJ and affirm the appellant's position. The Board's decision, with the reasons therefore, shall be transcribed in writing and a copy shall be mailed, by certified mail, to the appellant, within ten (10) days after the hearing. All such decisions shall be final, subject to judicial review as provided by law.

1.10.3.2.3 Tie Vote. In the event the Fire Code Board is deadlocked in a tie vote, the appellant may request the Fire Code Board to defer final action until the next regular meeting date or a specific date certain. The appellant shall

be entitled to one (1) such deferral as of right. The matter shall be deferred and heard de novo, unless the majority then present at the time deferral is requested vote for the matter to be determined upon the record only at the upcoming hearing after deferral.

1.10.3.3 Decisions.

1.10.3.3.1 The Fire Code Board shall provide for reasonable interpretation of the provisions of this Code and rule on appeals from decisions of the AHJ. The Fire Code Board may approve an equivalent alternative in accordance with Section 1.4 of this Code.

1.10.3.3.2 Action. The Fire Code Board shall, in every case, reach a decision without unreasonable or unnecessary delay. If a decision of the Fire Code Board reverses or modifies a refusal, order, or disallowance of the AHJ, the AHJ shall immediately take action in accordance with such decision.

1.10.3.3.3 AHJ Order Stayed, Exception. Pending the disposition of an appeal scheduled for hearing, the order or decision of the AHJ sought to be appealed shall be stayed unless the AHJ certifies under oath, based upon available data, that an extreme danger to life or property exists, warranting immediate compliance under this Code. Said certification must be included in the order and be filed with the Fire Code Board within ten (10) days after the notice of appeal is filed.

1.10.4 Conflict Resolution.

1.10.4.1 Any conflict between the Florida Building Code and the Florida Fire Prevention Code and Life Safety Code as applied to a specific project shall be resolved in accordance with Section 553.73(11), Florida Statutes.

1.10.4.2 The Fire Code Board is hereby designated and authorized to perform the local administrative board functions set forth in Section 553.73(11), Florida Statutes. In accordance with Section 553.73(11), Florida Statutes, the duties and functions of the Fire Code Board shall include the following:

1. To hear and render decisions in appeals of conflict decisions made jointly by the local AHJ and the local building official, in accordance with Section 553.73(11), Florida Statutes.
2. To resolve conflicts between the building code and the fire code, in accordance with Section 553.73(11), Florida Statutes, in those instances where the local AHJ and the local building official are unable to agree on a resolution of said conflict.

1.10.4.3 If the County has, or does, designate another local board to perform the functions set out in Section 553.73(11), Florida Statutes, then said board and the Fire Code Board shall rotate the duty to fulfill the functions as set forth in this Section 1.10.4 and in Section 553.73(11), Florida Statutes, on an annual basis or as otherwise agreed to by the AHJ and the local building official.

1.10.4.4 Any conflict between the Building Code and the Fire Code that involves the County's local amendments to either Code shall likewise be resolved in the manner set forth in Section 553.73(11), Florida Statutes, and this Section 1.10.4.

1.10.5 Additional Powers and Functions. The Fire Code Board is hereby authorized and empowered to: 1) hear and rule upon appeals from orders of the AHJ in Local Amendment challenges brought pursuant to Section 633.208(3)(d), Florida Statutes, and in accordance with Section 1.7.21 of this Code; 2) hear and rule upon appeals from decisions of the AHJ relating to false alarms as set forth in Section 10.6.6 of this Code; 3) perform any other functions authorized for the Fire Code Board by this Code.

1.10.6 Fireworks Board of Appeals. The members of the Fire Code Board shall serve ex-officio as members of the Fireworks Board of Appeals and perform the functions of that Board, all as set forth in Chapter 12, Article III of the Palm Beach County Code, as it may be amended from time to time.

1.10.7 Conduct of Quasi-Judicial Hearings. Whenever the Fire Code Board is acting in a quasi-judicial capacity, the County's Procedures for Conduct of Quasi-Judicial Hearings shall apply, as set forth in Resolution 2018-0198, as may be amended from time to time, to the extent not inconsistent with this Section 1.10 or other legal requirements.

1.10.8 Any decision of the Fire Code Board shall be final and reviewable in the manner prescribed by law.

1.12 Permits and Approvals.

1.12.7.4 Any permit authorized to be issued by the AHJ pursuant to this Code shall be subject to immediate suspension, revocation or denial by the AHJ upon the AHJ's determination that conditions exist which make the permitted activity imminently dangerous to life or property. The AHJ's order immediately suspending or revoking a permit shall cite with particularity the facts supporting the suspension or revocation. The suspension or revocation shall be effective immediately upon notice to the permittee at the location indicated on the permittee's application. Upon such immediate suspension or revocation of a permit, the permittee shall be entitled to appeal the decision of the AHJ at a subsequent hearing of the Board of Appeals and Adjustments. Upon the Board's receipt of a written notice requesting a hearing with respect to an immediate permit suspension or revocation, the Board shall set such a hearing for a date no later than five (5) working days from the Board's receipt of the written notice. The Board's written decision shall be mailed by certified mail to the permittee within two (2) working days after the hearing. In all other respects, the procedures of Section 1.10 shall apply.

1.14 Plan Review.

1.14.1.1 Plan Review. The AHJ shall examine or cause to be examined all plans for construction, alteration or remodeling of any structure, except one- and two-family detached dwellings, including any installed system, and shall ascertain by such examination whether the construction indicated and described is in compliance with the requirements of this Code. Such plans shall include, but not be limited to, construction drawings, specifications, computations and additional data as deemed necessary by the AHJ. All project site plans and civil plans shall be reviewed under the provisions of the applicable sections of this Code.

1.14.1.2 Annual Facility Plan Review Approval. In lieu of an individual plan review for existing facilities the Fire Marshal may authorize an annual facility plan review approval to facilitate the Building Department permitting of temporary structures. The plan review approval application shall contain

a general description of the parameters of work intended to be performed during the year. The annual plan review approval shall be assessed with an annual fee and shall be valid one year from the date of issuance. Any deviations from the approval will require plans to be reviewed in accordance with the Building Department policies and procedures. Inspections will be required and the Fire Marshal shall retain the right to make inspections at the facility as deemed necessary.

1.14.6 Plans Rejection. If the plans submitted for review do not conform to the requirements of this Code or other fire related laws or ordinances, the AHJ shall reject said plans and, provide in writing the reason(s) for rejection. Plans must then be re-submitted for review in accordance with the Building Department policies and procedures.

1.14.7 For all work for which plans must be reviewed, as set forth in Section 1.14.1 of this Code, and for all services associated therewith, a fee shall be paid as required at the time of submission of the plans or as required services are performed. For all inspections conducted pursuant to Section 1.3.8 of this Code, a fee shall be imposed for each building, based upon fixed property use. All fees shall be in accordance with Table 1.14.7.1.

Table 1.14.7.1 Palm Beach County Fire Rescue - Fee Schedule	
Section I, Plan Review Fees	
A. Plan Review Fees, based on the Valuation of the Proposed Work as follows:	Fee
1. \$0 - \$10,000	1% total valuation of \$10,000 with a minimum fee of \$100
2. \$10,001 - \$300,000	\$100 for the 1st \$10,000 plus 0.5% of the balance of the value
3. \$300,001 - \$600,000	\$1,550 for the 1st \$300,000 plus 0.25% of the balance of the value
4. \$600,001 - \$1,000,000	\$2,300 for the 1st \$600,000 plus 0.125% of the balance of the value

5. Greater than \$1,000,001	\$2,800 for the 1st \$1Million plus 0.1% of the balance of the value
B. Plan Review Fee Examples with Estimated Valuations of:	
1. \$10,000 and under	\$100
2. \$100,000	\$550
3. \$200,000	\$1,050
4. \$300,000	\$1,550
5. \$400,000	\$1,800
6. \$500,000	\$2,050
7. \$600,000	\$2,300
8. \$700,000	\$2,425
9. \$800,000	\$2,550
10. \$900,000	\$2,675
11. \$1,000,000	\$2,800
12. \$1,100,000	\$2,900
13. \$1,200,000	\$3,000
14. \$2,000,000	\$3,800
15. \$2,100,000	\$3,900
C. Plan Revisions	
1. Minor Revision, Pre-Permit	\$0
1a. Minor beyond first, Pre-Permit	10% of original fee
2. Major Revision, Pre-Permit	25% of original fee
3. Revision, Post Permit	\$5/page min \$20
4. Re-stamp	\$2.50/page min \$10
5. Invalid Permit	30%
D. Plan Review Fees, Other	
1. Design Review	Greater of \$250 or \$2.50/Page, paid in advance, no refunds
2. Civil Drawing / Site Plans)	\$500

3. Annual Facility Plan Review	\$1,500
4. Expedited Plan Review fee - A written request for an expedited plan review based on a specific need of the customer such as potential employee layoff, financial hardship, and time constraints. The AHJ or their designee shall have the sole authority to approve or deny the request, subject to the availability of personnel.	\$125/3-hour min + original review fee
5. Emergency Management Plans Review	\$110
E. Refunds - Refunds will be granted only on plan review fees in excess of one hundred (\$100.00) dollars. For plan review fees in excess of one hundred (\$100.00) dollars, fifty (50%) percent of the fee is refundable on valid application and permits. No refund shall be granted once work has commenced. This section shall not apply to plans that do not require Fire Department plan review.	50% of Fee Collected
Section II, Construction Related Fees	
A. Fire Department Water Supply for the determination of adequacy of water supply, distance to closest fire station, and/or any other pertinent insurance information	\$25
B. Water Flow Tests, ALL Hydrants	\$300
C. Completion Agreement, fee assessed for each incomplete code item at the time of execution of the completion agreement	\$250
D. Failure to obtain a permit	4X Original Fee
E. Re-inspection fee starting with the third re-inspection and all subsequent re-inspections associated with uncorrected violations	\$50
F. Business Tax / Occupational License Inspection (Commercial)	\$75
G. Business Tax / Occupational License Inspection (Residential)	\$50
H. After Hours Inspection/per inspector - a written request for a construction related inspection completed outside of normal Monday through Friday hours of operations of the Fire Safety Specialist. The request must state the need. The AHJ or their designee shall have the sole authority to approve the request, subject to the availability of personnel.	\$125/3-hour min

I. Temporary Structures	\$50
Section III, Special Events / Details	
A. Flame Effect Before an Audience	\$100/hr. (min. 3 hours)
B. Use of Pyrotechnics before a proximate audience	\$200/hr. (min. 3 hours)
C. Public display of outdoor Fireworks	\$500 Flat, \$400/hr. Crew, \$400 Standby Engine
** For other events, subsections D through G apply at the applicable rates set forth in the Palm Beach County Fire Rescue Warranty, Vehicle and Staff Charges Rate Schedule in effect at the time of the event.	**
D. Fire Engine	**
E. Quint/Ladder/Aerial Truck	**
F. Rescue Truck	**
G. Personnel, Per Person with 3-Hour Minimum	**
Section IV, Existing Inspections (based on the fixed property use) and Table 1.3.8, Schedule of Fire Inspections	
<i>The below fees will not be imposed for Existing Inspections that are conducted within six (6) months of an Business Tax / Occupational Licensing Inspection.</i>	
A. Assembly with the following Occupant Loads	
1) 50 - 299	\$110
2) 300 - 1,000	\$150
3) 1,001 - 5,000	\$200
4) 5,001 and greater	\$250
B. Educational Schools / Day Cares with the following square footage	
1) 0 - 10,000	\$50
2) 10,001 - 20,000	\$75
3) 20,001 - 50,000	\$150
4) 50,001 - 100,000	\$250
5) 100,001 - 200,000	\$300

6) 200,001 and greater	\$350
C. Health Care / Hospitals / Nursing Homes / Ambulatory Health Care, Etc. with the following square footage	
1) Under 5,000	\$75
2) 5001 - 15,000	\$100
3) 15,001 - 30,000	\$150
4) 30,001 - 100,000	\$200
5) 100,001 - 200,000	\$250
6) 200,001 - 500,000	\$300
7) 500,001 and greater	\$350
D. Residential Board and Care with the following square footage	
1) Under 5,000	\$75
2) 5,001 - 15,000	\$100
3) 15,001 - 30,000	\$150
4) 30,001 - 100,000	\$200
5) 100,001 - 200,000	\$250
6) 200,001 - 500,000	\$300
7) 500,001 and greater	\$350
E. Detention / Correctional	
1) Under 15,000	\$100
2) 15,001 - 30,000	\$150
3) 30,001 - 100,000	\$200
4) 100,001 - 200,000	\$250
5) 200,001 - 500,000	\$300
6) 500,001 and greater	\$350
F. Lodging / Rooming Houses / Hotel / Dormitories with the number of units or rooms	
1) 0 - 16	\$55
2) 17 - 100	\$75
3) 100 - 500	\$150

4) 501 and greater	\$200
G. Mercantile / Business and Storage with the following square footage	
1) Under 5,000	\$50
2) 5,001 - 15,000	\$75
3) 15,001 - 30,000	\$100
4) 30,001 - 100,000	\$125
5) 100,001 - 200,000	\$150
6) 200,001 - 500,000	\$175
7) 500,001 and greater	\$200
H. Industrial / Manufacturing with the following square footage	
1) Under 15,000	\$65
2) 15,001 - 30,000	\$150
3) 30,001 - 100,000	\$175
4) 100,001 - 200,000	\$200
5) 200,001 - 500,000	\$250
6) 500,001 and greater	\$300
I. Hazardous Material Facilities with the following square footage	
1) 5,000 and under	\$75
2) 5001 - 15,000	\$125
3) 15,001 - 30,000	\$175
4) 30,001 - 100,000	\$250
5) 100,001 - 200,000	\$300
6) 200,001 - 500,000	\$350
7) 500,001 and greater	\$400
J. Outside Storage of Forest Products with the following Acreage	
1) 0 - 5	\$50
2) Greater than 5 and <= 10	\$100
3) Greater than 10	\$150

K. Multi-Family Residential Properties with Fire Protection Systems having the following number of Units	
1) 0 - 25	\$25
2) 26 - 50	\$50
3) 51 - 100	\$75
4) 101 and greater	\$100
5) High Rise	\$200
L. Wholesale Fireworks	\$50
M. Commercial LP Gas Facilities, All	\$55
N. Mobile Food Truck	\$110
O. Re-inspection Fee - may be assessed starting with the third re-inspection and each subsequent re-inspection associated with an existing inspection where the Fire Safety Specialist within reasonable discretion determines reasonable progress is not being made.	\$50

1.14.8 Buildings Under Construction. The permit holder or his agent shall notify the AHJ to conduct the following inspections of buildings and such other inspections as may be necessary. The AHJ shall either approve that portion of the construction or shall notify the permit holder or his agent of any correction to be made to comply with this Code.

1. Frame Inspection: To be made at the time of Building Department inspection. Items to be inspected shall include, but not be limited to:
 - a. Fire hydrant locations
 - b. Fire Department access
 - c. Rough-ins for stair dimensions
 - d. Egress windows
 - e. Smoke detector locations and
 - f. Fire alarm device locations.
2. Fire Protection Systems: To be inspected and tested upon completion of that system or portion of system prior to final fire safety inspection.
3. Final Fire Safety Inspection: To be made upon completion of the building and all installed systems.

1.14.9 Certificate of Occupancy. Once all provisions of this Code have

been met, a letter of Fire Code Compliance shall be issued by the AHJ to the Building Official prior to the Building Official issuing a Certificate of Occupancy for the premises for which the building permit had been issued.

1.16 Notice of Violations and Penalties.

1.16.6 Code Enforcement. The provisions of this Code and any orders issued pursuant thereto may be enforced by any means lawfully available including, but not limited to, Chapter 162, Florida Statutes, Chapter 8.5 of the Palm Beach County Code, Article 10 of the Palm Beach County Unified Land Development Code, and Section 125.69, Florida Statutes, all as may be amended or re-codified from time to time; the issuance of cease and desist orders; and seeking injunctions in court. It is the purpose of this Code to provide additional cumulative remedies. Each violation of this Code shall constitute a separate offense and be punishable as such.

1.16.7 Fire Safety Specialist Designation. The AHJ, and such fire safety specialist that the AHJ may designate, are hereby designated as code enforcement officers for the purpose of issuing citations under the code enforcement systems set forth in Chapter 8.5 of the Palm Beach County Code and Article 10 of the Palm Beach County Unified Land Development Code, all as may be amended or re-codified from time to time.

1.18 Requirements Not Covered by Code. Where provisions of this Code do not address specific situations involving protection of life and property from the hazards of fire, smoke and explosion, compliance with nationally accepted standards of good practice shall be evidence of compliance with the intent of this Code.

Chapter 3 Definitions

3.1.1.1 Tense, Gender, and Number.

For the purpose of this Code, certain abbreviations, terms, phrases, words and their derivatives shall be construed as set forth in this Chapter. Words used in the present tense include the future tense. Words in the masculine gender include the feminine and neuter. Words in the feminine and neuter gender include the masculine. The singular number includes the plural and plural number includes the singular. Words not defined herein shall have the

meanings stated in NFPA Standards, Florida building code or shall be defined using their ordinarily accepted meaning within the context in which they are used.

3.2.2 Authority Having Jurisdiction (AHJ). The AHJ shall be the PBC Fire Rescue Administrator or his designee.

3.3.1.1 Costs. Those necessary and reasonable expenses incurred by the County in connection with investigating, mitigating, minimizing, removing or abating discharges of hazardous substances, including, but not limited to, the following: actual labor expenses of County personnel or its authorized agents; expenses of equipment operation and rental; and expenses of expendable items including, but not limited to, firefighting foam, chemical extinguishing agents, absorbent material, sand, recovery drums, acid suits, acid gloves, goggles and protective clothing.

3.3.14.3 Fire Area. A portion of a building that is separated from the rest by a four (4) hour fire wall that may be constructed to the maximum height allowed based on occupancy and the type of construction. Said wall shall be independent of adjoining occupancies or types of construction. The four (4) hour fire wall shall comply with NFPA 221 and the Florida Building Code, Building Chapter 7.

3.3.135.1 Gross Floor Area. The total square footage of a building's footprint as measured from the outside walls. This building measurement shall not include additional building floors; but in multi-story buildings, the square footage of the largest floor shall be utilized in determining the gross floor area for the purposes of determining applicability for Section 13.3.1.1.1.

Chapter 4

General Requirements

4.5.11 Special Events. Each special event that requires or has the potential to require the use of fire department personnel and/or equipment shall apply for a Special Events permit. All fees associated with the special event permit will be based on Table 1.14.7, Palm Beach County Fire Rescue Fee Schedule.

Chapter 10 General Provisions

10.1 Fundamental Requirements

10.1.1.1 Hazardous Waste. Where the storage or accumulation of combustible waste matter used in stores, apartment buildings, factories or other similar places is a hazard or menace of fire, said storage of such material shall be removed daily.

10.1.2.1 Overcrowding/Overconcentration. The number of occupants of any building or portion thereof shall not be permitted to exceed the allowed or posted capacity or density, determined in accordance with this Code as shown in Figure 10.1.2.1.1.

Figure 10.1.2.1.1, Occupant Density



10.3.1.1 Stocking. All life safety systems shall be approved and functioning prior to materials being stocked inside a structure.

10.6 Reporting of Fires and Other Emergencies.

10.6.5 Annual Certification of Central Stations.

10.6.5.1 Central stations shall certify to the AHJ, that they meet the following requirements:

1. That the central station maintains a listing for monitoring fire alarm systems, under the requirements of NFPA 72 for Central Station Service;
2. That the central station provides and maintains two independent means to retransmit a fire alarm signal from a protected-premises to the Fire-Rescue Dispatch Center;
3. That the central station maintains a local phone number within the area of the fire department dispatch center, or provides the fire department with a toll-free number, by which the fire department can contact the central station; and
4. The required certification shall be forwarded to the AHJ starting October 1 through November 30, on an annual basis or immediately on change of any of the criteria as required in this section. The annual certification fee shall be \$115.00.

10.6.5.2 Central stations which do not provide the acceptable certification to the AHJ shall not monitor required fire alarm systems within the fire department's jurisdiction.

10.6.5.3 Central stations which monitor required alarm systems shall maintain a record of inspections and repairs, in a form as prescribed by the AHJ. Said records are to be located at a location acceptable to the AHJ, with copies maintained at the central station facility.

10.6.6 Excessive False Alarms.

10.6.6.1 Maximum No. of False Alarms in a 12-Month Period. The

transmission of more than three (3) false alarm signals by an automatic fire detection system or a medical alarm system within a twelve (12) month time period is excessive. This period of time shall begin October 1 and continue through September 30 of the following year. No person shall allow or cause the prevention of the transmission of, for any reason, an alarm by an automatic fire detection system or a medical alarm system. This includes systems used by anyone or systems serving the premises of a building occupied or controlled by such person.

10.6.6.2 Charges for Excessive False Alarms in Residential Structures.

The activation of four (4) or more false alarms within a twelve (12) month period will be handled according to the following:

1. For the fourth through sixth false alarm within a twelve (12) month period, the alarm user or building owner shall be assessed a one hundred dollars (\$100.00) fine per occurrence, which shall be considered a debt owed to Palm Beach County.
2. For the seventh through ninth false alarm within a twelve (12) month period, the alarm user or building owner shall be assessed a two hundred dollars (\$200.00) fine per occurrence, which shall be considered a debt owed to Palm Beach County.
3. For the tenth and each successive false alarm within a twelve (12) month period, the alarm user or building owner shall be assessed a three hundred dollars (\$300.00) fine per occurrence, which shall be considered a debt owed to Palm Beach County.
4. The tenth and each successive false alarm within a twelve (12) month period shall be determined to be a public nuisance. In this event the AHJ may (a) process a complaint for each occurrence to the Palm Beach County Code Enforcement Special Master for corrective action, or (b) enter into an agreement with the owner to implement appropriate corrective action to remedy said nuisance(s); or (c) pursue any other legally available remedies.
5. Funds documented as expended by the owner for corrective action, shall, upon receipt of documentation by the AHJ, be deducted from the debt owed to Palm Beach County for excessive false alarms.
6. The provisions of this section shall not apply to required alarm systems for an initial period of two (2) months from the date the fire alarm system is accepted by the AHJ.
7. False alarms transmitted during a natural disaster shall not be counted

in calculating excessive false alarm fines hereunder. In the event of a hurricane, the natural disaster shall be deemed to commence with the start of a hurricane watch and continue through five (5) calendar days thereafter.

The AHJ shall determine the number and frequency of such false alarm signals and notify the alarm user or building owner of amounts owed and shall make demand thereof, pursuant to the provisions of this Code. The County may initiate proceedings to collect said fines after demand thereof has been made by the AHJ.

10.6.6.3 Charges for Excessive False Alarms in Commercial Structures.

The activation of four (4) or more false alarms within a twelve (12) month period will be handled according to the following:

1. For the fourth through sixth false alarm within a twelve (12) month period, the alarm user or building owner shall be assessed a two hundred fifty dollars (\$250.00) fine per occurrence, which shall be considered a debt owed to Palm Beach County.
2. For the seventh through ninth false alarm within a twelve (12) month period, the alarm user or building owner shall be assessed a five hundred dollars (\$500.00) fine per occurrence, which shall be considered a debt owed to Palm Beach County.
3. For the tenth and each successive false alarm within a twelve (12) month period, the alarm user or building owner shall be assessed a one thousand dollars (\$1,000.00) fine per occurrence, which shall be considered a debt owed to Palm Beach County.
4. The tenth and each successive false alarm within a twelve (12) month period shall be determined to be a public nuisance. In this event the AHJ may (a) process a complaint for each occurrence to the Palm Beach County Code Enforcement Special Master for corrective action, or (b) enter into an agreement with the owner to implement appropriate corrective action to remedy said nuisance(s); or (c) pursue any other legally available remedies.
5. Funds documented as expended by the owner for corrective action, shall, upon receipt of documentation by the AHJ, be deducted from the debt owed to Palm Beach County for excessive false alarms.
6. The provisions of this section shall not apply to required alarm systems for an initial period of two (2) months from the date the fire alarm system is accepted by the AHJ.
7. False alarms transmitted during a natural disaster shall not be counted

in calculating excessive false alarm fines hereunder. In the event of a hurricane, the natural disaster shall be deemed to commence with the start of a hurricane watch and continue through five (5) calendar days thereafter.

The AHJ shall determine the number and frequency of such false alarm signals and notify the alarm user or building owner of amounts owed and shall make demand thereof, pursuant to the provisions of this Code. The County may initiate proceedings to collect said fines after demand thereof has been made by the AHJ.

10.6.6.4 Notice and Appeal. The AHJ shall deliver a written notification advising of the false alarm and fine, if any, to the address of the false alarm location by mail or hand delivery, or by posting in a conspicuous place at or near the premise's entrance if the site is unattended or abandoned. Any such notice shall be deemed sufficient notice to both the alarm user and the building owner.

The alarm user or building owner may challenge a false alarm and fine determination, if any, by first seeking review by the AHJ. A written request for such review must be filed with the AHJ within ten (10) days of the alarm user or building owner's receipt of the false alarm notification. The AHJ shall review all evidence presented by the alarm user or building owner and determine whether the false alarm determination and fine, if any, are supported by a preponderance of the evidence, including any documentation of funds expended for corrective action. The alarm user or building owner may appeal the decision of the AHJ to the Fire Code Board of Appeals and Adjustments in accordance with the provisions and procedures set forth in Section 1.10 of this Code.

10.9 Smoking

10.9.1.1 Vaping. Where vaping is considered a fire hazard, the AHJ shall be authorized to order the owner to post "No Vaping" signage in conspicuous location where vaping is prohibited.

10.10 Open Flames, Candles, Open Fires and Incinerators

10.10.1.5 Applications for Open Burning Permits. All open burning shall be regulated in accordance with applicable Florida Statutes and regulations,

County Ordinances, this Code, and any applicable inter-local agreements. Applications for open burning permits may be obtained at the Fire-Rescue Station nearest the proposed burn site. Applicants shall be issued an open burning permit only upon submittal of written authorization from the Palm Beach County Health Unit, the Florida Division of Forestry, or the AHJ. Permit holders of commercial/residential land clearing, prescribed burning and agricultural burning permits shall obtain burn authorization daily from the AHJ.

10.10.8 Incinerators and Fireplaces.

10.10.8.1 Incinerators, outdoor fireplaces, permanent barbecues, fire pits, grills and similar structures shall not be built, installed, or maintained without prior approval of the AHJ.

10.10.8.2 Approved Incinerators, outdoor fireplaces, permanent barbecues, fire pits, grills and similar structures shall be maintained in good repair and in a safe condition at all times.

10.10.8.3 Approved Incinerators, outdoor fireplaces, permanent barbecues, fire pits, grills and similar structures shall be provided with an approved spark arrester, screen or door.

10.10.8.4 Exception. Commercial / off the shelf devices with UL or similar approval are allowed to be used following the manufactures recommendations






10.11.4 Building Addresses. Approved numerical and/or alphabetical addresses shall be posted for all new and existing buildings in such a fashion that it is plainly visible and legible from the street or roadway. All address related numbers/letters shall be posted on contrasting backgrounds and shall be consistently placed where practical. All building numbers and/or letters shall be a minimum of eight (8") inches in height.

10.11.4.1 Unit Identification.

1. In multi-unit commercial buildings, all unit identification numbers/letters shall be a minimum of six (6") inches in height.
2. In multi-family residential buildings, all unit identification numbers and letters shall be a minimum of four (4") inches in height.

3. In multi-unit buildings, two stories and up, directional unit identification signs shall be posted outside of each elevator/stairwell. This will apply only when there is an option for direction of travel.
4. Monument signs shall have the range of addresses from the lowest to the highest address. The numbers shall be a minimum of (8") inches in height.

Figure 10.11.4.1.1, Addressing

<p>All building numbers and/or letters shall be a minimum of eight (8") inches in height and contrasting in color to the background</p>	
<p>In multi-unit commercial buildings, all unit identification numbers/letters (front and back entrances) shall be a minimum of six (6") inches in height</p>	
<p>In multi-family residential buildings, all unit identification numbers/letters shall be a minimum of four (4") inches in height.</p>	
<p>All marquee/signboard numbers and/or letters shall be a minimum of eight (8") inches in height.</p>	
<p>Monument signs shall have the range of addresses from the lowest to the highest address. The numbers shall be a minimum of 8" in height</p>	

10.11.4.1.2 Additional Posting.

1. All multi-unit buildings that can be accessed from the rear also shall have the address and unit numbers posted at the rear of the building.
2. When property layout, landscaping, or driveway design limits the visibility of the address, additional signs shall be posted to identify buildings or direction of travel to reach buildings.
3. In buildings which utilize a roadside marquee/signboard, the full building address shall be posted on such marquee/signboard.
4. When the building utilizes multiple addresses, such as multiple occupant mercantile buildings, the address range shall be posted as indicated above.
5. All marquee/signboard numbers and/or letters shall be a minimum of eight (8") inches in height.

10.12 Seasonal and Vacant Buildings and Premises.

10.12.1.2 Vacant/Abandoned Building Identification. A building that is more than two (2) stories in height or over 10,000 sq. ft. that has been designated as vacant or abandoned shall be entered into the CAD (Computer Aided Dispatch) System as such.

10.18 Storage of Combustible Materials

10.18.7.1 Vehicles Powered by LP & CNG Gas. Vehicles and trailers powered by liquefied petroleum and compressed natural gas may be displayed inside a building when in accordance with the guidelines in NFPA 58.

10.18.8 Motor Vehicles Inside Buildings. When a motor vehicle is displayed inside a mercantile or assembly building, the purpose of which is other than the retail sale of said motor vehicle, the following conditions must be met:

1. Fuel tanks shall be drained to less than 1/4 of tank capacity; (fuel tanks for diesel powered vehicles need not be drained)
2. Fuel caps shall be taped shut or fitted with a locking cap;
3. The "hot" lead of the battery shall be disconnected.

10.18.8.2 Display of Gasoline Powered Equipment inside a Building.

Gasoline powered equipment shall not be placed on display within a covered mall or a place of assembly unless an approval is obtained from the AHJ. The position of such equipment within the mall or place of assembly shall be subject to compliance with the conditions of the approval.

Chapter 11

Building Services

11.1 Electrical Fire Safety.

11.1.1.2 This section shall be enforced in cooperation with the authority responsible for enforcing the electrical code.

11.1.1.3 Abatement of Electrical Hazards. When any electrical hazards are identified, measures to abate such conditions shall be taken. All identified electrical conditions in permanent wiring shall be brought to the attention of the authority enforcing the electrical code.

11.1.9 Electrical Motors. All electrical motors shall be maintained in a manner free from accumulations of oil, waste and other debris which will interfere with required motor ventilation or create a fire hazard.

11.1.10 Access. A minimum of thirty (30") inches of clearance shall be provided in front of electrical control panels for access. Floor markings of contrasting color to the floor shall be installed to designate the required clearance.

11.1.11 Junction and Electrical Outlet Boxes. Open junction boxes and open wiring splices shall be prohibited. Approved covers shall be provided for all switch and electrical outlet boxes.

11.7.2.2 Portable Generators/Combustion Engines. Portable generators shall be positioned so that the exhaust is directed as follows:

1. At least twenty (20') feet in any direction away from any openings or air intakes.

2. Combustion Engines. Portable combustion engines shall not be located or operated within twenty (20') feet of any building or on a rooftop.

11.10 Two-Way Radio Communication Enhancement Systems.

11.10.4 In all new and existing buildings and structures, a minimum radio signal-strength of -95dBm in the frequency band of 806-821/851-866 MHz shall be maintained. Where this signal strength cannot be achieved, an 800 MHz bi-directional amplified system, with a 24 hour run time on battery or UPS, shall be installed.

11.10.5 A BDA annunciator is required within 25 feet of the entry door from outside without any intervening doors for monitoring the system.

11.10.6 All circuits and wiring to include antennas shall be required to meet survivability requirements (with the exception of donor antenna due to high wind conditions incurring during a Hurricane).

11.10.7 An RF scan is required every 5 years after initial install to ensure system integrity.

11.10.8 A service contract is required on all new and existing systems.

11.10.9 A sequence of operations shall be maintained at the BDA control panel for actions to be taken upon notification of any trouble conditions.

11.10.10 Systems with the capability to monitor indoor antenna circuits, shall send a trouble signal to the FACP when conditions warrant.

Chapter 13 Fire Protection Systems

13.1.4 Fire Protection Systems Accessibility. A minimum of 60" of clear space shall be maintained to permit access to and operation of fire protection equipment, fire department inlet connections, or fire protection system

control valves. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment.

13.1.13 Installation of Non-Required Fire Safety Systems and/or Equipment. When non-required fire safety systems are to be installed, said system shall (a) require a permit from the AHJ; and (b) be installed as an engineered system or installed in accordance with a standard of recognized good practice. Non-required fire safety systems need not contain all design features or include all components of a required system.

13.1.14 Fire Department Connection "FDC" Location. All new fire department connection installations shall be located not more than one hundred (100') feet from a fire hydrant measured along fire department vehicle access. Fire department vehicle access shall be determined by the AHJ.

13.1.15 Underground Piping and Tracing Requirements. All newly installed underground piping supplying water based extinguishing systems that utilizes plastic compounds, shall be identified by tracing tape or an approved method, from the point of connection to the base of the riser.

13.2 Standpipe Systems

13.2.2.1.1 The use of Fire Department pumpers to meet the water supply requirements as specified in NFPA 14, may be accepted by the AHJ provided a flow test of the standpipe is conducted and acceptable to the Chief of Operations.

13.2.2.1.2 Where a listed pressure regulating device and/or a pressure reducing valve is required for the fire department standpipe hose connection it shall be a listed field adjustable device and not factory set.

13.2.2.1.3 All tools and appliances used to alter the pressure of field adjustable devices for firefighting operations shall be located in the fire pump room. The tools shall be readily accessible for fire fighter use.

13.2.2.1.4 Standpipe systems equipped with pressure reducing hose valves shall provide a minimum of two fire department connections.

13.2.2.7 In residential type occupancies, when acceptable to the AHJ, standpipe hose cabinets may have the fire hose removed and not replaced. Cabinets shall then be marked, "FD Hose Connection." When fire extinguishers are located in the same cabinet as the standpipe connection, the cabinet shall then be marked "Fire Extinguisher and FD Hose Connection."

13.3 Automatic Sprinkler.

13.3.1.1.1 Automatic Sprinkler Systems Shall Be Installed:

1. In storage occupancies where the storage height has the potential to equal or exceed twelve (12') feet.
2. In hazardous (Group H) occupancies as defined by the building code.
3. In health care occupancies, restrained and unrestrained.
4. In all newly constructed enclosed buildings.
5. In existing buildings that are less than 5000 square feet, undergoing expansion or addition where the new total gross floor area exceeds 4999 square feet and the addition or expansion is greater than 25% of the original gross floor area unless such building or addition is otherwise required to be sprinklered by the code or otherwise by law.

Exception 1: This section shall not apply to new or existing buildings if, a fire risk analysis prepared by a fire protection engineer is reviewed by the AHJ, and determined that a distinct hazard does not exist. The determination shall be based on, but not limited to, the following criteria:

1. *Limited combustibility of the structure*
2. *Accessibility of fire apparatus to all areas of structure.*
3. *Low content fire load.*
4. *Availability of adequate water supply/distribution system.*
5. *Remoteness of building(s) to surrounding structures.*
6. *The use of fire loss prevention programs, i.e. fire brigades.*
7. *Low occupant content.*
8. *Controlled public access.*
9. *Fire hazard protection.*

Exception 2: This section shall not apply to non-residential buildings less than 5000 sq. ft. gross floor area, but more than 2500 sq. ft. gross floor area, provided that building has an automatic fire alarm system installed and said

alarm is monitored in accordance with Section 13.7.1.10.6 of this Code, unless such building is otherwise required to be sprinklered by the Code or otherwise by law.

Exception 3: This section shall not apply to non-residential buildings 2500 sq. ft. or less gross floor area, unless such building is otherwise required to be sprinklered by the Code or otherwise by law.

13.3.1.2.1 Dual Water Supply. In all new NFPA 13D fire sprinkler systems that are installed in structures, other than one and two family dwellings, where dual purpose water supply piping supplies both the domestic water and the fire sprinkler system, a system or method shall be installed to automatically shut off the water supply to the domestic system only or the domestic supply demand must be added to the hydraulic calculations.

13.3.1.2.2 Sprinkler Renovation. When fire sprinkler renovations occur to an area or compartment where the area or compartment is protected by standard response sprinklers and over (50%) fifty percent of the fire sprinklers are replaced, all sprinklers in the area or compartment shall be replaced with quick response sprinkler heads. The requirement shall apply to light hazard sprinkler designs only.

13.3.1.2.3 For fire sprinkler systems installed in accordance with NFPA 13, a floor control valve shall be provided for each floor over 5000 square feet in area.

13.3.1.2.4 Fire sprinkler drawings submitted for plan review shall be at a scale of 1/8 inch per foot minimum or greater.

13.3.2.1.1 Minimum Design Requirements. All sprinkler systems shall be designed at a point not greater than ninety (90%) percent of the tested water supply curve.

13.3.2.6.6 Extension of Automatic Sprinklers to Porch or Balcony. In residential occupancies where a porch or balcony exists that is a part of a living unit and has the potential to be enclosed, the sprinkler system shall be extended to the porch or balcony.

Exception: one (1) and two (2) family detached dwellings.

13.3.3.2.1 All required NFPA 13D fire sprinkler systems installed in structures shall be inspected, tested and maintained in accordance with Florida Fire Prevention Code, NFPA 101 32.2.3.5.8.1 through 32.2.3.5.8.15.

Exception: Structures subject to the Uniform Fire Safety Standards under Florida Statutes 633.206.

13.7 Detection, Alarm, and Communication Systems.

13.7.1.10.5 Information Transmitted by Monitoring Stations. Monitoring stations, when reporting alarms, shall transmit to the fire department dispatch center, or other location as designated by the AHJ, the following information:

1. Complete address of the alarm.
2. Type of call (i.e. fire alarm, water flow, medical emergency).
3. Alarm user's telephone number.
4. Monitoring station telephone number.
5. Name of Monitoring station operator.
6. Change in status of active alarms (i.e. additional signals, alarm reset).
7. Any other information as requested by the fire department.

13.7.1.10.6 The fire department shall be notified by an approved central station monitoring facility when any water flow occurs in a required automatic sprinkler system. This requirement does not apply to detached one- and two-family dwellings equipped with non-required systems.

13.7.1.10.7 Fire Department Notification for Fire Alarm System Renovations and/or Alterations. For all newly installed fire alarm systems or existing systems that are undergoing renovations/alterations, when the fire department is required to be notified, such notification shall be accomplished through central station monitoring, which shall be listed for central station services, per NFPA 72. The system shall be installed by an approved certificated nationally recognized testing laboratory.

13.7.1.10.9 All alarm signals received by Central Station Monitoring Facilities from an addressable fire alarm system shall report the type of initiating device.

13.7.1.14.1 Carbon Monoxide Detectors. In dwelling units that charge battery operated golf carts or electric vehicles within the garage that is not properly vented, a carbon monoxide detector will be installed and tied to the fire alarm system if a fire alarm system is present.

13.7.1.14.2 Carbon monoxide detectors required to be tied to the fire alarm system shall report as a carbon monoxide alarm. Carbon monoxide detectors shall be connected directly to the fire alarm panel and shall not be interconnected with any conventional fire alarm initiating device. For the purposes of evacuation, carbon monoxide detectors shall activate an alarm signal.

13.7.1.14.3 The monitoring station shall process alarm signals in accordance with NFPA 72. An alarm signal from a carbon monoxide detector shall initiate a verification/notification call to the premises and then immediately be retransmitted to the fire departments to respond.

13.7.1.14.4 Carbon monoxide detectors shall be replaced in accordance with the manufacturers' instructions or when the device becomes defective.

13.7.1.14.5 Carbon monoxide detectors/alarms are cross sensitive to hydrogen, an explosive gas that can be given off by recharging lead acid batteries. Where households include recharging stations (e.g., for golf cart), the CO detector/alarm should be located away from the recharging station and between the charging station and any living quarters.

13.7.3.1.1.6 Surge Protection Devices. Surge protection devices shall be provided on all wires that enter the fire alarm control panels (AC power & phone lines).

1. Surge protection devices shall be replaced every five (5) years.
2. Surge protection devices shall be marked with the date installed in an approved manner.
3. Devices shall be listed for the intended purpose and installed per manufacturer's specifications.

13.7.3.1.1.7 Environmental Installation Requirements. All Fire Alarm Control Panels, Power supplies, Communications systems, and Notification Equipment shall be installed in an environmentally friendly space that is- at a minimum - mechanically vented to meet the equipment manufacturers

requirements for temperature and humidity

13.7.4.1.6.5 For new installations, and for existing installations duct detectors shall report to the fire alarm control panel as a supervisory signal.

Chapter 14

Means of Egress

14.15.3 Means of Escape. A window shall not serve as the secondary means of escape when opening onto a sunroom as defined in the Florida Building Code, a porch or balcony enclosure, or an addition. Openings enclosed with insect screening only are considered outside.

Chapter 16

Safeguarding Construction, Alteration and Demolition Operations

16.4.3.1.1.1 Water For Firefighting. Water for firefighting purposes shall be available and approved by the AHJ on a construction site before roof construction may begin. Limited combustibles may be allowed on a construction site prior to this if roadway access is approved by AHJ.

16.4.3.1.3.1.1 Construction may commence prior to the underground water mains and hydrants being installed and in service when approved by the AHJ.

Chapter 18

Fire Department Access and Water Supply

18.2.2.2.1 Access to Existing Gated Subdivisions or Developments. In existing communities, where fire department access is provided through gated security, the gate must remain accessible to fire rescue by means of a key access system where the AHJ determines that the closure of the gate would increase fire rescue response time to an emergency.

18.2.2.2.2 Access to New Gated Subdivisions or Developments. In new gated communities, subdivisions, or developments where fire department access is provided through one or more gate(s), that are not manned 24/7/365, a Click2Enter “C2E” system shall be installed as the primary

access system for fire rescue entry into the community and a key switch system shall be installed as a secondary access system. These systems shall simultaneously open all gates and/or traffic arms that are in the fire department vehicle access lane. The gates and/or traffic arms shall remain open until restored to the normal position by the fire department. If at any time the primary or secondary access system is not functioning, the gate(s)/traffic arm(s) shall be left in the open position until such time they are repaired.

18.2.3.3. Multiple Access Roads. More than one approved fire department access road shall be provided to every facility, building, or portion of a building hereafter constructed or relocated.

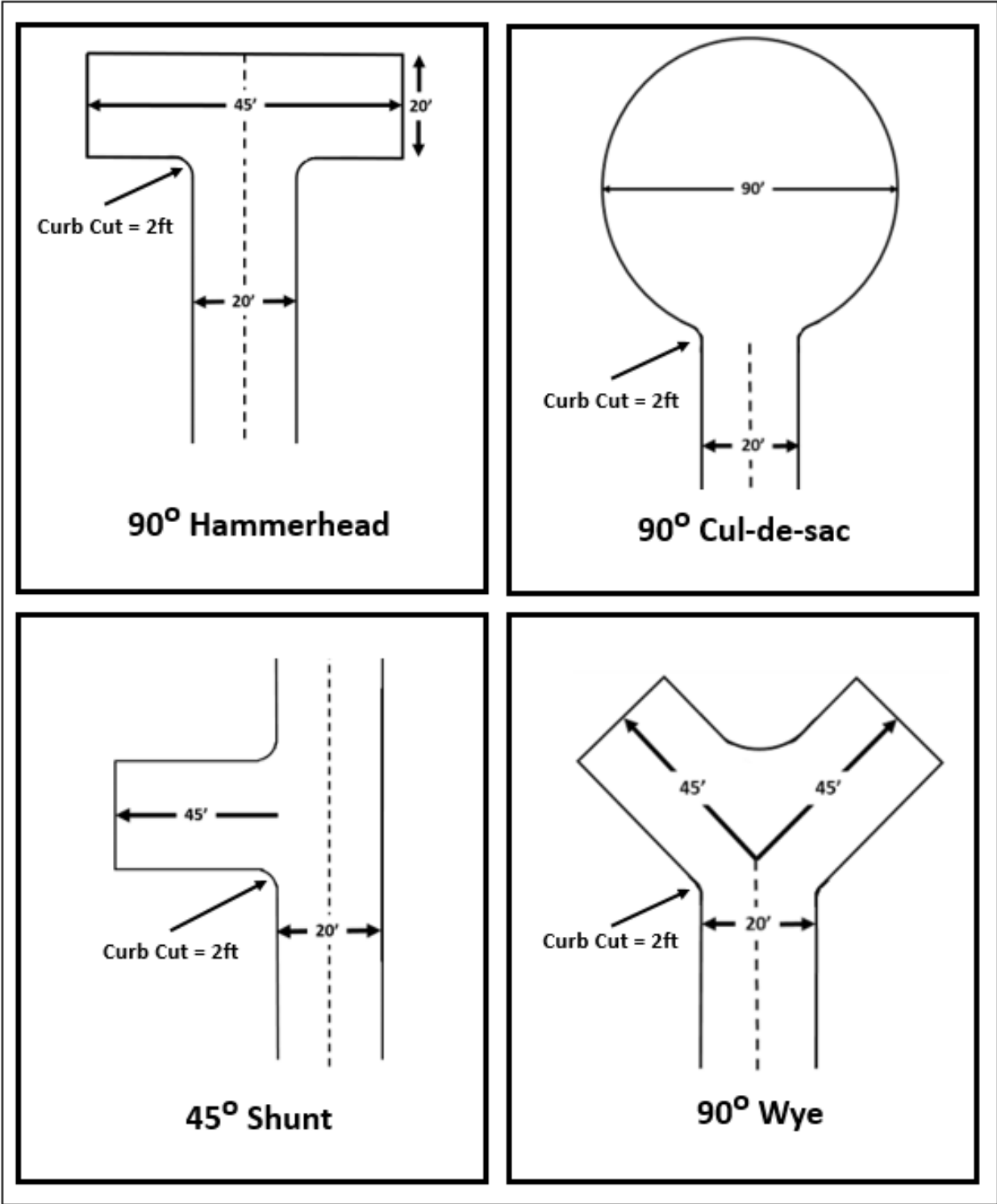
Exception: A single access road may be allowed with approval by the AHJ.

18.2.3.5.1.1.1 The twenty (20) foot unobstructed width may be modified with the approval of the Fire Marshal. Reductions shall not impair access by fire department apparatus and approved signs shall be installed indicating the clearance.

18.2.3.5.3.1 The turning radius for a fire department access road shall be a minimum of 45 feet outside and a maximum of 20 feet inside.

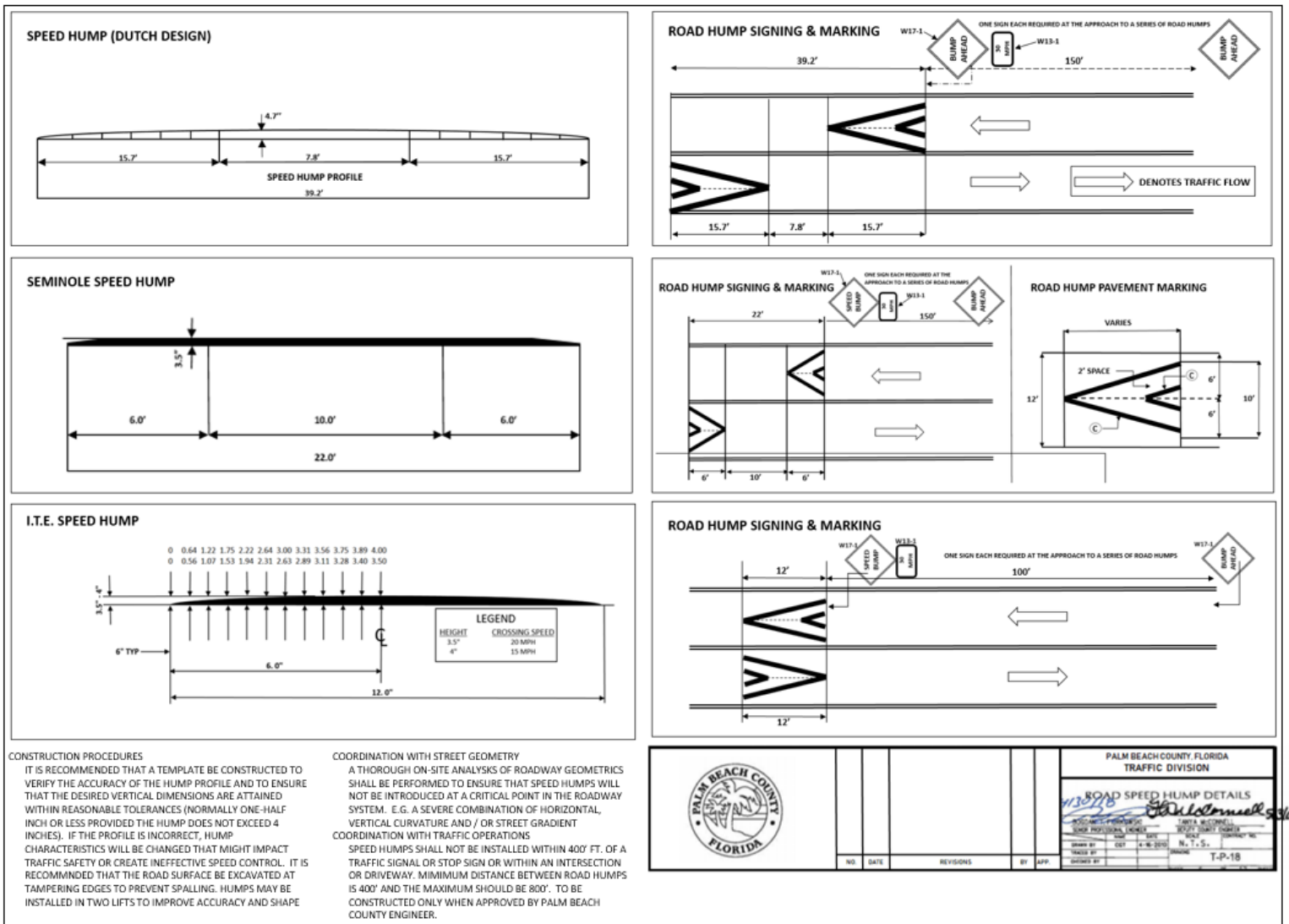
18.2.3.5.4 Dead Ends. Dead-end fire department access roads in excess of 150 ft. in length shall be provided with approved provisions for the turning around of fire apparatus. Turnarounds of the following dimensions shall be provided; ninety (90') foot diameter cul-de-sac, ninety (90') foot wye, forty-five (45') foot shunt and ninety (90') foot hammerhead. Diagrams of same appear in Figure 18.2.3.5.4. During construction, when combustibles are brought onto the site in such quantities as deemed hazardous by the AHJ, access roads and a suitable temporary supply of water acceptable to the AHJ shall be provided and maintained. Where the access roadway cannot be provided, approved fire protection system or systems shall be installed as required and approved by the AHJ.

Figure 18.2.3.5.4.1, Dead Ends



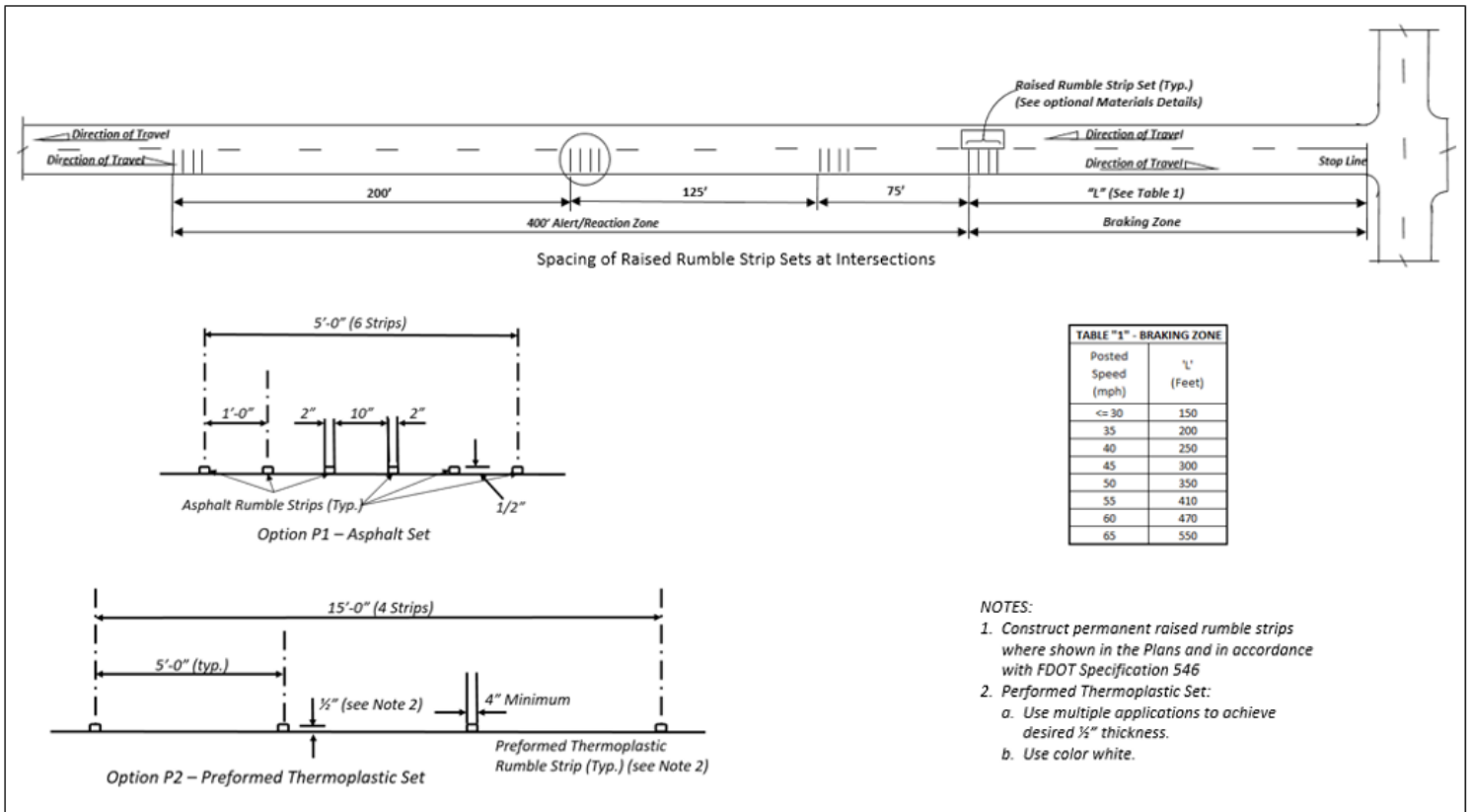
18.2.3.5.7.1 Traffic Calming Devices. Traffic calming devices, if installed, shall meet the requirements set forth by the Palm Beach County Traffic Division. See Figure 18.2.3.5.7.1 and Figure 18.2.3.5.7.2 for details.

Figure 18.2.3.5.7.1, Speed Humps



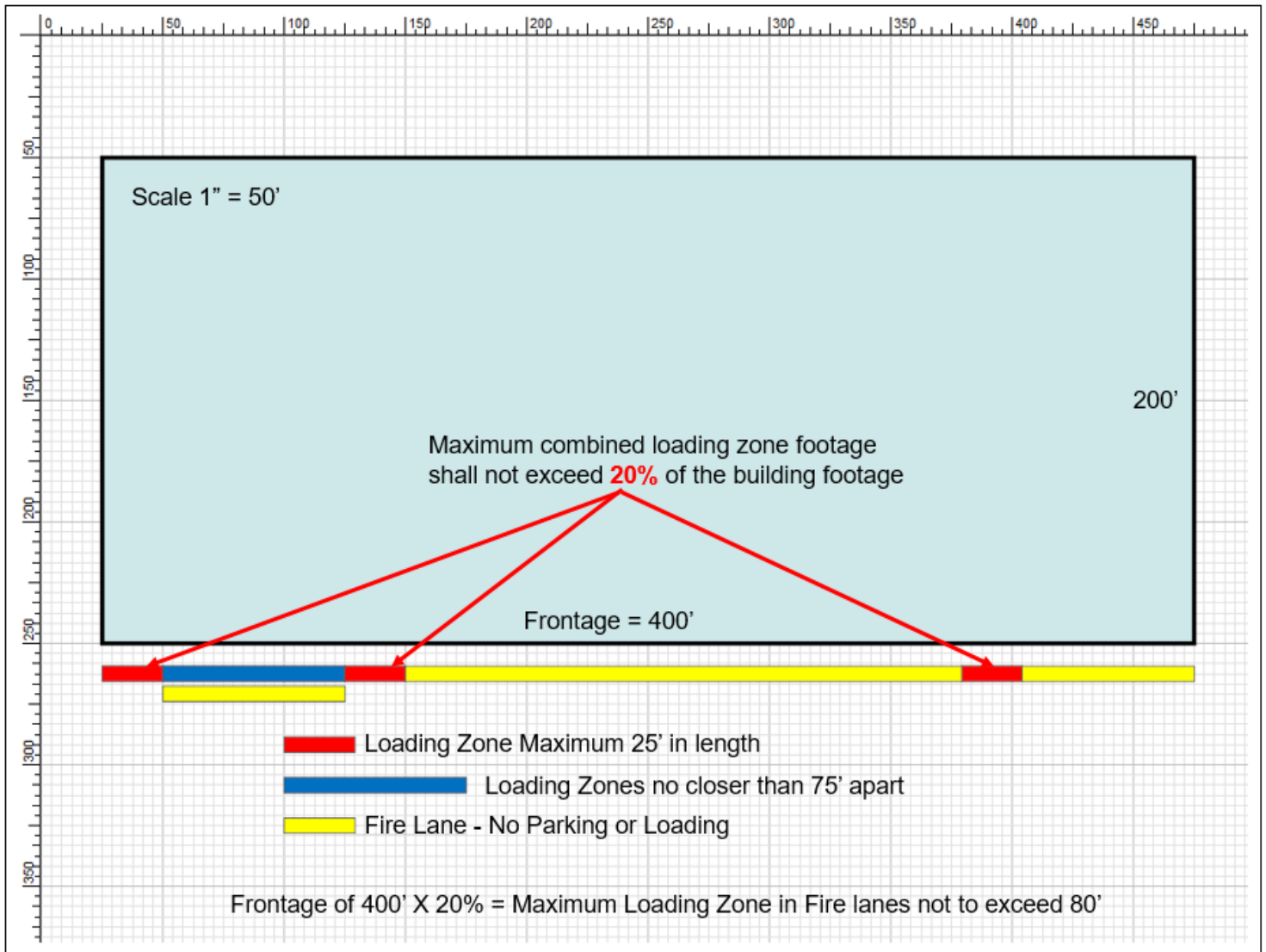
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Figure 18.2.3.5.7.2, Rumble Strips



18.2.4.1.1.1 Loading Zones in Fire Lanes. Fire lanes fronting a retail establishment may have loading zones. Each zone shall not exceed twenty-five (25') feet in length nor shall the combined loading zone footage exceed twenty (20%) percent of the building frontage. Loading zones shall be located no closer than seventy-five (75') feet apart, with a maximum fifteen (15) minute time limit imposed. See Figure 18.2.4.1.5 for details.

Figure 18.2.4.1.5, Loading Zones



18.3 Water Supplies

18.3.1 An approved water supply capable of supplying the required fire flow for fire protection shall be provided to all premises upon which facilities, buildings, or portions of buildings are hereafter constructed or moved into the jurisdiction. The approved water supply shall be in accordance with Section 18.4 and Section 18.5.

18.3.2 Water Supply in Agricultural Areas. In bona fide agricultural buildings in areas of the County where fire flow requirements cannot be met due to a lack of a water supply system:

1. A drafting site or an approved fire truck fill site, designed by an engineer and installed by a licensed contractor, shall be deemed as an acceptable equivalency to the water supply requirements if one (1) of the following fire protection features is also provided:
 - a. An early detection system installed in accordance with NFPA 72. Said system shall include smoke or heat detectors and central station monitoring; or
 - b. The use of fire resistive methods and materials of construction are used throughout the building.
2. Buildings protected with an engineered fire sprinkler system shall be deemed an acceptable alternative if the system is installed with the following:
 - a. An approved domestic water supply may be used providing required flow for a duration of thirty (30) minutes; and
 - b. Design density from the first sprinkle head of 0.42 gpm/sq. ft. and a minimum design density of 0.19 gpm/sq. ft. over the hydraulically most remote six hundred (600) sq. ft. of the structure; and
 - c. Quick response fire sprinkler heads shall be utilized; and
 - d. Minimum sprinkler head spacing shall be ten (10') feet by ten (10') feet; and
 - e. Monitoring in accordance with Section 13.7.1.10.6 of this code; and
 - f. Fire areas shall not exceed five thousand (5000) sq. ft.

18.3.2.3 Alternatives to Required Water Supply. In buildings other than bona fide agricultural occupancies located in areas of the County where fire flow requirements cannot be met due to a lack of a water supply system, an approved fire sprinkler system shall be deemed as an acceptable alternative to the fire flow requirements of this code. Such a fire sprinkler system shall be designed and installed in compliance with the appropriate NFPA standard.

18.3.2.3.1 Where a fire sprinkler system is required by another code section or law, it may not serve as the alternate to the required water supply without approval by the AHJ.

18.4 Fire Flow Requirements for Buildings.

18.4.4.1.1 Area Separation. Portions of buildings that are separated by one or more 4-hour fire walls constructed in accordance with NFPA 221 and the Florida Building Code are allowed to be considered a fire flow area.

18.5 Fire Hydrants

18.5.2.1 Detached One- and Two-Family Dwellings. Fire hydrants shall be within five hundred (500') feet of the most remote portion of buildings, measured by vehicular access and building perimeter. The maximum distance between fire hydrants shall not exceed 800 ft.

18.5.10.1.1 Hydrant Obscurity. Whenever the AHJ determines that a fire hydrant is not readily visible to arriving fire companies because of curbside parking, features of the terrain, construction, planting or other obstructions, the pavement shall be marked with a reflective blue marker to indicate the location. On unpaved streets, a blue reflector shall be affixed to a post as close as practical to the edge of the roadway, so as to be visible.

18.5.11 Dry Hydrant Testing Required. All dry hydrants and drafting sites shall be capable of flowing 1000 (one thousand) gallons per minute and shall be inspected, tested, and maintained annually, in accordance with NFPA 1142, Water Supply for Suburban and Rural Fire Fighting.

18.5.12 Hydrant locking systems and FDC locking systems shall be allowed where practical, as approved by the AHJ.

Chapter 30 Motor Fuel Dispensing Facilities and Repair Garages

30.1.5.3 Testing of Emergency Electrical Disconnects. Emergency shutoff devices or electrical disconnects for fuel dispensing systems shall be tested annually. A copy of testing results shall be provided to the AHJ upon request.

Chapter 31 Forest Products

31.3.6 Outside Storage of Wood Chips and Hogged Material.

31.3.6.1 Application. This section applies to new and existing outside storage of wood chips, hogged material, timbers, logs, construction material, land clearing materials, yard waste, organic material, manure, mulch and like products.

31.3.6.3.1.1 Roadway Access and Clearance. Access roadways with a minimum clearance of twenty (20') feet shall be provided around and throughout the entire facility and be approved by the AHJ.

31.3.6.3.2 Pile Size. Pile sizes shall not exceed one hundred feet by two hundred feet (100'x200'). Pile height shall not exceed fifteen (15') feet. The size and height limitations shall apply to processed and unprocessed material. Story poles shall be provided to determine height limitations.

31.3.6.3.5 Approved Water Supply. An approved water supply capable of delivering 1000 gallons per minute (gpm) shall be located within one thousand (1000') feet from the most remote pile measured along vehicle access.

31.3.6.3.11 Recovery of Costs. Any and all persons responsible for causing or allowing unauthorized burning of wood chips, hogged material, timbers, logs, construction material, land clearing materials, wood pallets, yard waste, organic material, manure, mulch and like products that requires response by Palm Beach County Fire-Rescue shall be liable to Palm Beach County for the costs incurred by the County in investigating, mitigating, removing, and abating any such fire. The person responsible for the fire and/or the owner of the property shall reimburse the county for the full amount of said costs, within thirty (30) days after receipt of an itemized bill for such costs from the County.

31.3.7.1.1 Storage and Processing of Forest Products.

31.3.7.1.2 Application. The requirements of 31.3.6 and 31.3.7 shall apply to the storage or processing of wood chips, hogged material, timbers, logs, construction material, land clearing materials, yard waste, organic material, manure, mulch, compost, and like products.

31.3.7.2 When not protected by a fixed fire-extinguishing system in

accordance with Chapter 13, piles shall not exceed fifteen (15') feet in height, one hundred (100') feet in width, and two hundred (200') feet in length.

Chapter 43

Spraying, Dipping, and Coating Using Flammable or Combustible Materials

43.1 Application.

43.1.1.3.7 Incidental spraying. Incidental spraying operations will be allowed provided the following criteria are met:

1. The spray paint operation must not be the primary occupancy, but must be incidental to the major use of the building or area as determined by the AHJ.
2. There shall be no accumulation of residue.
3. No ignition source shall be allowed within twenty (20') feet in any direction from the object being sprayed. This requirement shall extend from floor to ceiling.

Noncompliance with any of the above provisions shall cause the revocation of the privilege of incidental spraying operations.

Chapter 50

Commercial Cooking Equipment

50.2 General Requirements.

50.2.1.1.3 Commercial Cooking Equipment. Residential cooking equipment shall not be allowed in commercial occupancies.

50.7 Mobile and Temporary Cooking Operations. Mobile and Temporary Cooking Operations participating in Special Events will be inspected in accordance to NFPA 96, Annex B per the current edition of the FFPC.

Chapter 60

Hazardous Materials

60.1.1.1 Liquid. Above ground storage tanks containing more than 1000 gallons of hazardous materials as defined by this chapter shall be secured in a manner approved by the AHJ based on industry standards or standards of good practice.

60.1.1.2 Solid. Any solid hazardous materials in excess of 3500 lbs. as defined by this chapter shall be secured in a manner approved by the AHJ based on industry standards or standards of good practice.

60.1.1.3 Gas. Any poisonous gas container in excess of 150-pounds content as defined by this chapter shall be secured in a manner approved by the AHJ based on industry standards or standards of good practice.

Chapter 65

Explosives, Fireworks, and Model Rocketry

65.1 General.

65.1.1.1 General Requirements for Sales of Consumer Fireworks. Any provisions of this Code relating to the retail sale of consumer fireworks shall apply to wholesale sales of fireworks.

65.1.2.1 Fireworks Structures, Sales and Storage

65.1.2.1.1 Non-combustible Construction. Structures where fireworks, as defined by Chapter 791, Florida Statutes, are housed, stored, or sold shall be of non-combustible construction. The requirements of Section 7.4.3 of NFPA 1124 shall not apply.

65.1.2.2 Exterior Storage. Temporary or permanent exterior storage of consumer fireworks shall be allowed providing the structure or container has both a fire sprinkler and a fire alarm system meeting the respective code requirements of each.

65.1.2.3 Principal Use. No other occupancy which is not directly related to the principal use of the structure shall be permitted. Such structures shall be freestanding with a minimum of ten (10') feet from any contiguous building line. A multiple tenant or occupancy building is not allowed. Section 7.4.4

of NFPA 1124 shall not apply.

65.1.2.4 Fire Extinguishing Systems. All new and existing buildings shall be protected by an approved fire extinguishing system. The extinguishing system shall be designed by a fire protection engineer licensed in the State of Florida.

65.2 Display Fireworks.

65.2.3.1 Permits for Public Display. Permits for fireworks displays, flame effects and pyrotechnics shall be regulated by the applicable provisions of this Code, including NFPA 1123, NFPA 1126 and NFPA 160, and the following:

Any fair, association, amusement park, other organization, individual or group of individuals shall apply to the AHJ of the Palm Beach County Fire-Rescue Department for a permit for the display and loading of fireworks, flame effects or pyrotechnics at least fifteen (15) days in advance of the date of display. The application shall contain all of the following information:

1. The exact location of the display.
2. The number, type and size of the pyrotechnics and/or fireworks to be displayed.
3. The name and qualifications of the individuals performing the display.
4. Proof of liability insurance in the amount of \$1,000,000.00 (one million dollars), minimum, in which the County is named as a co-insured party.
5. A non-refundable application fee, per the PBCFR fee schedule,
6. Any firework/pyrotechnic/flame effect that exceeds one (1) display and lasts longer than (60) sixty minutes shall be billed at a rate of \$400.00 per hour for each additional hour thereafter.

65.2.3.2 Issuing of Permit. The AHJ or his designee shall issue a permit to the applicant upon satisfaction of the conditions listed in the above section, including NFPA 1123, NFPA 1126, and NFPA 160.

65.2.3.3 Law Enforcement to Receive Copy of Written Permit. A copy of the written permit shall be provided to the Sheriff of the County and/or Local Police Chief.

Chapter 69

Liquefied Petroleum Gases and Liquefied Natural Gases

69.1 General Provisions.

69.1.1.4 Portable equipment that utilizes Liquefied Petroleum Gas (LP-Gas) shall be located in areas where there is free circulation of air.



Town of Palm Beach Shores
Commission Workshop
August 8, 2022

Community Center Kitchen

The largest portion of the Frick Bequest will be used to upgrade the Community Center kitchen. The original/current kitchen does not meet current building, fire, and health codes for a commercial PREP kitchen. This summer we had to remove the old stove because the building's ventilation system did not meet fire code. Regardless of who uses the kitchen, it must be designed to meet minimum standards.

To accomplish this, professional commercial kitchen designers came out and met with PW Director Welch at the site. The attached plan is what was recommended. The plan also intends to meet as many of the needs of the civic groups and a typical caterer as possible. There are shelves included in the plan that will be swapped with cabinetry where allowable. Rolling storage carts are a potential solution to house the kitchen wares used by the civic groups. The carts can be rolled into the kitchen using the elevator and returned to the storage area when not in use.

The spec sheet provides costs of the recommended equipment and its installation. Additional costs will be incurred for plumbing and electrical changes as well as cabinetry. The contractor to be selected will specialize in commercial kitchen work.

PW Director Welch will review the plans and specs with Commission at the workshop.

PALM BEACH SHORES, FLORIDA

Cheney



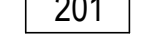
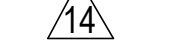

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GENERAL LEGEND			
	INDICATES EQUIPMENT NUMBER (REFER TO EQUIPMENT SCHEDULE)		INDICATES REVISION NUMBER (REFER TO CLOUDED AREAS)
	INDICATES ELEVATION DIRECTION		INDICATES AREA TO REVIEW FOR REVISIONS
	INDICATES SHEET NUMBER		

1. THESE DRAWINGS ARE NOT TO BE USED FOR CONSTRUCTION. THESE DRAWINGS SHOWS GENERAL SPACE AND LAYOUT REQUIREMENTS FOR THE FOOD SERVICE EQUIPMENT. THIS DRAWING IS INTENDED TO COMPLIMENT THE ARCHITECTURAL AND ENGINEERING CONSTRUCTION DOCUMENTS FOR THIS PROJECT AND MUST BE USED AND COORDINATED WITH THOSE DRAWINGS AND SPECIFICATIONS.
2. THESE DRAWINGS ARE INTENDED TO COMPLIMENT THE EQUIPMENT MFR'S CATALOG SHEETS AND SHOP DRAWINGS AND MUST BE USED IN COORDINATION WITH THOSE DRAWINGS AND SPECIFICATIONS.
3. ALL WORK MUST BE PERFORMED AND COMPLY TO ALL PREVAILING HEALTH AND BUILDING CODES. NOTIFY THE PROJECT ARCHITECT IF ANY INFORMATION CONTAINED IN THESE DRAWINGS DOES NOT CONFORM TO ANY CODE ENFORCED.
4. ALL DIMENSIONS SHOWN ARE TO BE MEASURED FROM FINISHED SURFACES AND FROM CENTER LINE OF COLUMNS. ALL WRITTEN DIMENSIONS SUPERSEDE SCALE. DO NOT SCALE DRAWINGS.
5. THE FOOD SERVICE EQUIPMENT WILL BE PROVIDED WITH ONLY THE DEVICES SUPPLIED AS STANDARD BY THE MFR. OR AS SPECIFIED BY THE CONSULTANT. THE GENERAL CONTRACTOR SHALL PROVIDE AND INSTALL ALL OTHER NECESSARY FRAMING, SUPPORTS, BACKING, HARDWARE FINISHES AND ANY OTHER MATERIALS REQUIRED FOR A PROPER INSTALLATION.
6. THE GENERAL CONTRACTOR SHALL VERIFY AND COORDINATE ALL BUILDING ACCESS REQUIREMENTS WITH THE FOOD SERVICE EQUIPMENT CONTRACTOR (FSEC).
7. THE GENERAL CONTRACTOR SHALL COORDINATE ALL FIELD DIMENSIONS AND BUILDING REQUIREMENTS WITH THE FOOD SERVICE EQUIPMENT CONTRACTOR (FSEC).
8. THE GENERAL CONTRACTOR SHALL VERIFY ALL REQUIREMENTS FOR ITEMS LISTED AS: EXISTING, BY OWNER, BY VENDOR, N/C OR BY OTHERS.

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AND/OR ENGINEER ON THIS PROJECT.

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FOODSERVICE COVER SHEET

CBI-1

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DESIGN DEVELOPMENT

KITCHEN DESIGN

CBI-22139

PALM BEACH SHORES, FL

DRAWN: AM & JV
 CHECKED: JC
 JOB NO: 22139
 SHEET:

06/16/2022

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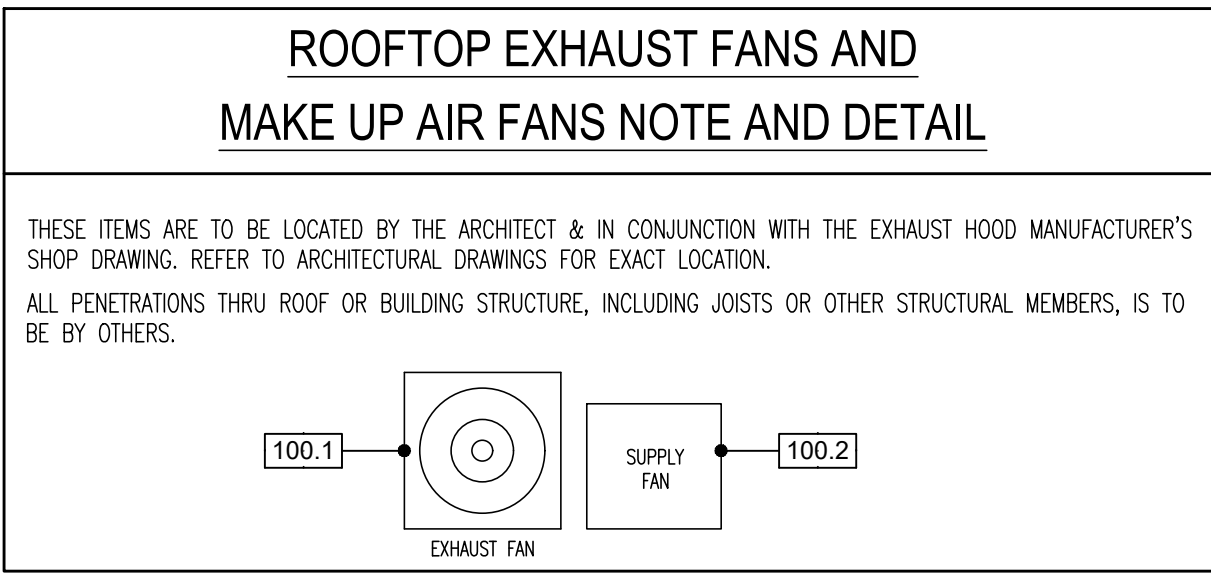
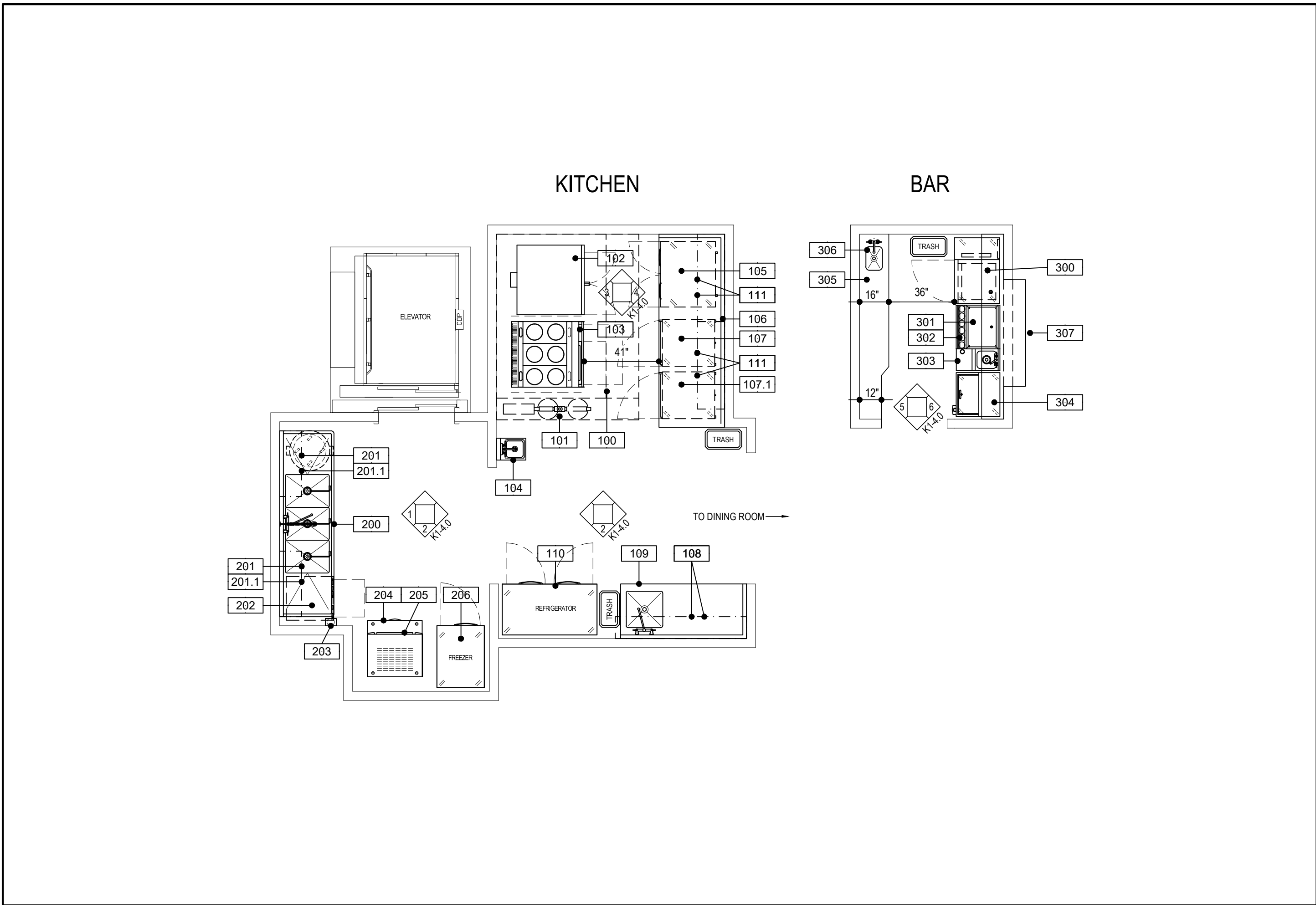
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EQUIPMENT SCHEDULE																									
REVISION	ITEM NO	QTY	EQUIPMENT CATEGORY	EQUIPMENT REMARKS	VOLTS	CYCLE	PHASE	DIRECT	CORD/PLUG	NEMA	AMPS	KW	HP	ELECTRICAL AFF (IN)	ELECTRICAL REMARKS	GAS MBTUH	GAS SIZE (IN)	GAS AFF (IN)	COLD WATER SIZE (IN)	COLD WATER AFF (IN)	HOT WATER SIZE (IN)	HOT WATER AFF (IN)	DIRECT DRAIN SIZE (IN)	INDIR DRAIN SIZE (IN)	PLUMBING REMARKS
	100	1	EXHAUST HOOD	REFER TO SHOP DRAWINGS WHEN AVAILABLE											VERIFY WITH SHOP DRAWINGS										
△	100.1	1	EXHAUST HOOD - EXHAUST FAN	REFER TO SHOP DRAWINGS WHEN AVAILABLE											VERIFY WITH SHOP DRAWINGS										
△	100.2	1	EXHAUST HOOD - SUPPLY FAN	REFER TO SHOP DRAWINGS WHEN AVAILABLE											VERIFY WITH SHOP DRAWINGS										
	101	1	FIRE SUPPRESSION SYSTEM	REFER TO SHOP DRAWINGS WHEN AVAILABLE											VERIFY WITH SHOP DRAWINGS										
	102	1	CONVECTION OVEN, ELECTRIC		208	60	3				31.0	11.0	1/2	18											
					208	60	3				31.0	11.0	1/2	48											
	103	1	RANGE, HEAVY DUTY, ELECTRIC W/ OVEN BASE		208	60	3	X			64.9	21.6		18											
	104	1	HAND SINK, WALL MOUNT																						
	105	1	REFRIGERATOR, UNDERCOUNTER		115	60	1		X	5-15P	2.5		1/5	18					1/2	14	1/2	14	1-1/2		
	106	1	CUSTOM TABLE																						
	107	1	CABINET, MOBILE, WARMING & HOLDING		120	60	1		X	5-15P	9.0	1.1		18											
	107.1	1	CABINET, MOBILE, WARMING & HOLDING		120	60	1		X	5-15P	9.0	1.1		18											
△	108	2	SHELF, WALL MOUNT																						
△	109	1	CUSTOM PREP TABLE W/SINK																1/2	14	1/2	14		1-1/2	
	110	1	REFRIGERATOR REACH-IN, SHALLOW DEPTH		115	60	1		X	5-15P	8.1		1/3	90											
△	111	4	SHELF, WALL MOUNT																						
	200	1	3 COMPARTMENT SINK	W/PRE-RINSE FAUCET															1/2	14	1/2	14		3/1-1/2	
	201	2	SHELF, WALL MOUNT																						
△	201.1	2	SHELF, WALL MOUNT																						
	202	1	WAREWASHER, UNDERCOUNTER, HIGH TEMP	W/5.3KW BOOSTER HEATER; W/DRAIN WATER TEMPERING KIT	208	60	1	X			33.0			18					1/2	14	1/2	14		1	MINIMUM 140°F HOT WATER FROM BUILDING WATER HEATER
	203	1	FILTER SYSTEM																3/8	96					SERVES ITEM 205
	204	1	BIN, ICE																					1	
△	205	1	ICE MAKER W/O BIN		115	60	1	X			17.8			84	30 AMPS MAX. BREAKER SIZE				3/8	60 *				3/4	* FILTERED COLD WATER FROM ITEM 203
	206	1	FREEZER, REACH-IN		115	60	1		X	5-15P	7.6		1/2	90											
	300	1	UNDERBAR REFRIGERATOR		120	60	1		X	5-15P	1.8		1/6	90											
	301	1	UNDERBAR ICE BIN																						
	302	1	UNDERBAR SPEED RAIL																					1/2	
	303	1	DUMP SINK/BLENDER STATION		120	60	1	X			16			16	ELECTRICAL OUTLET PROVIDED BUT NOT INSTALLED				3/8	12	3/8	12		1-1/2	
	304	1	COOLER, BOTTLE		120	60	1		X	5-15P	1.9		1/6	16											
	305	1	BACK BAR (MILLWORK)																						
△	306	1	UNDER MOUNT HAND SINK (BY OTHERS)																1/2	14	1/2	14		1-1/2	
△	307	1	PASS-THRU SHELF (MILLWORK)																						
CO	TBD		CONVENIENCE RECEPTACLE (BY OTHERS)	GENERAL PURPOSE RECEPTACLE	120	60	1		X	5-20R	16.0			48	VERIFY WITH MEP DRAWINGS										



ABBREVIATIONS:			
AFF	ABOVE FINISH FLOOR	HVAC	MECHANICAL CONTRACTOR
B.O.	BY OTHERS	HW	HOT WATER
CW	COLD WATER	IW	INDIRECT WASTE
DW	DIRECT WASTE	KEC	KITCHEN EQUIP. CONTRACTOR
DFA	DOWN FROM ABOVE	NKEC	NOT IN KITCHEN EQUIP. CONTRACT
EC	ELECTRICAL CONTRACTOR	PC	PLUMBING CONTRACTOR
EX	EXISTING	RL	REFRIGERATION LINE
FS	FLOOR SINK	S/S	STAINLESS STEEL
FSEC	FOOD SERVICE EQUIPMENT CONTRACTOR	SR	STEAM RETURN
FW	FILTER WATER	SS	STEAM SUPPLY
GC	GENERAL CONTRACTOR	VREY.	VERIFY

- NOT FOR CONSTRUCTION -

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FOODSERVICE EQUIPMENT PLAN & SCHEDULE

DESIGN DEVELOPMENT
KITCHEN DESIGN
CBI-22139
PALM BEACH SHORES, FL

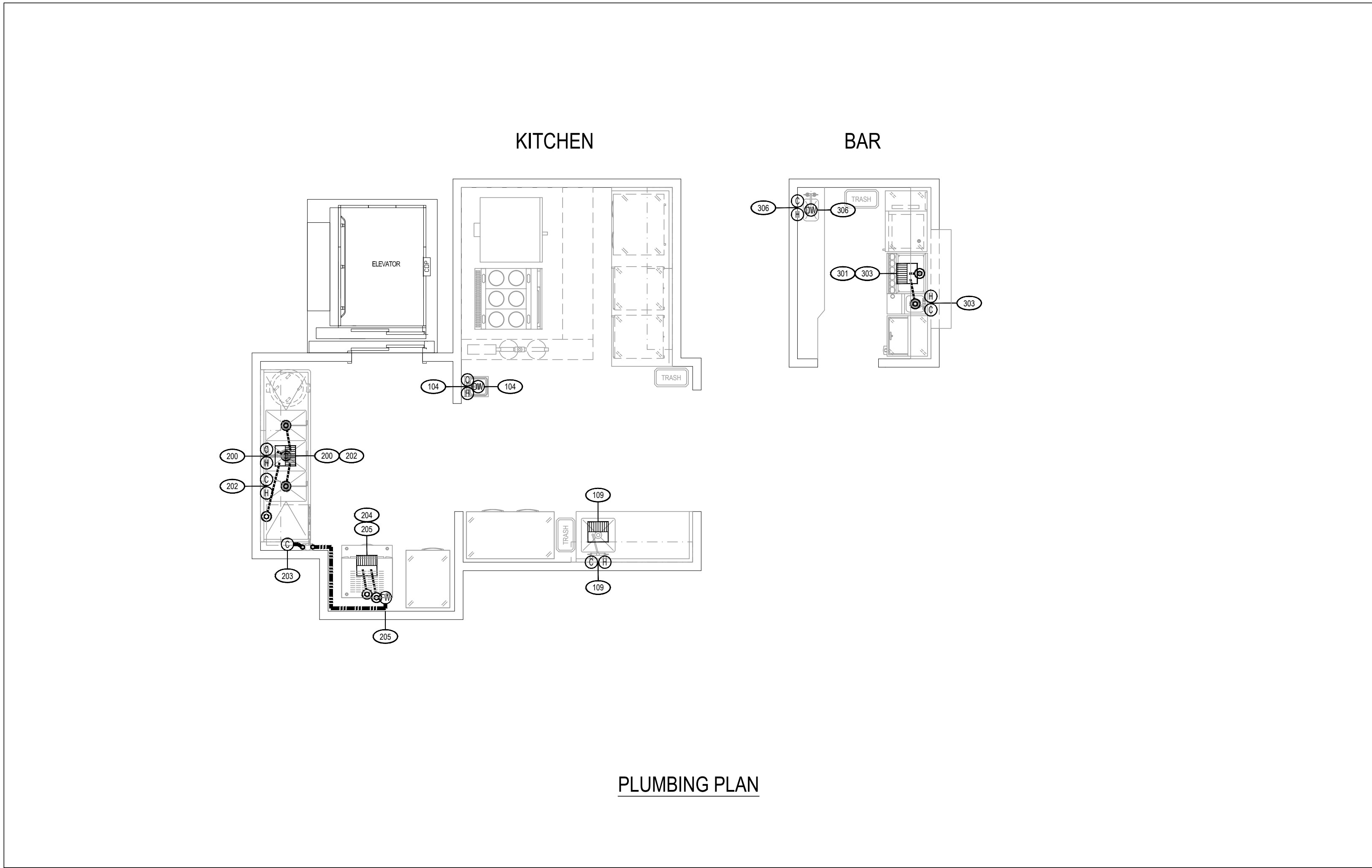
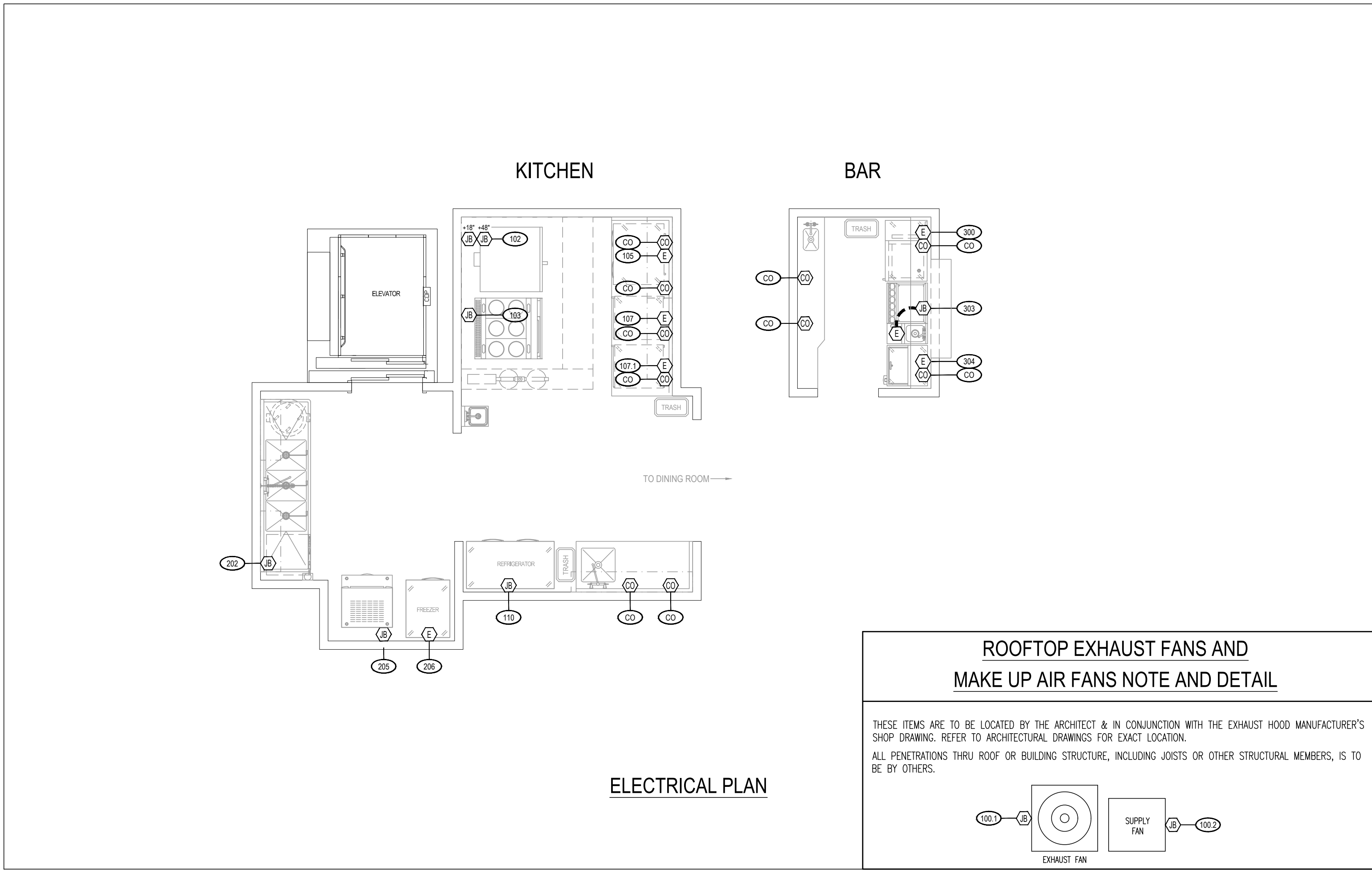
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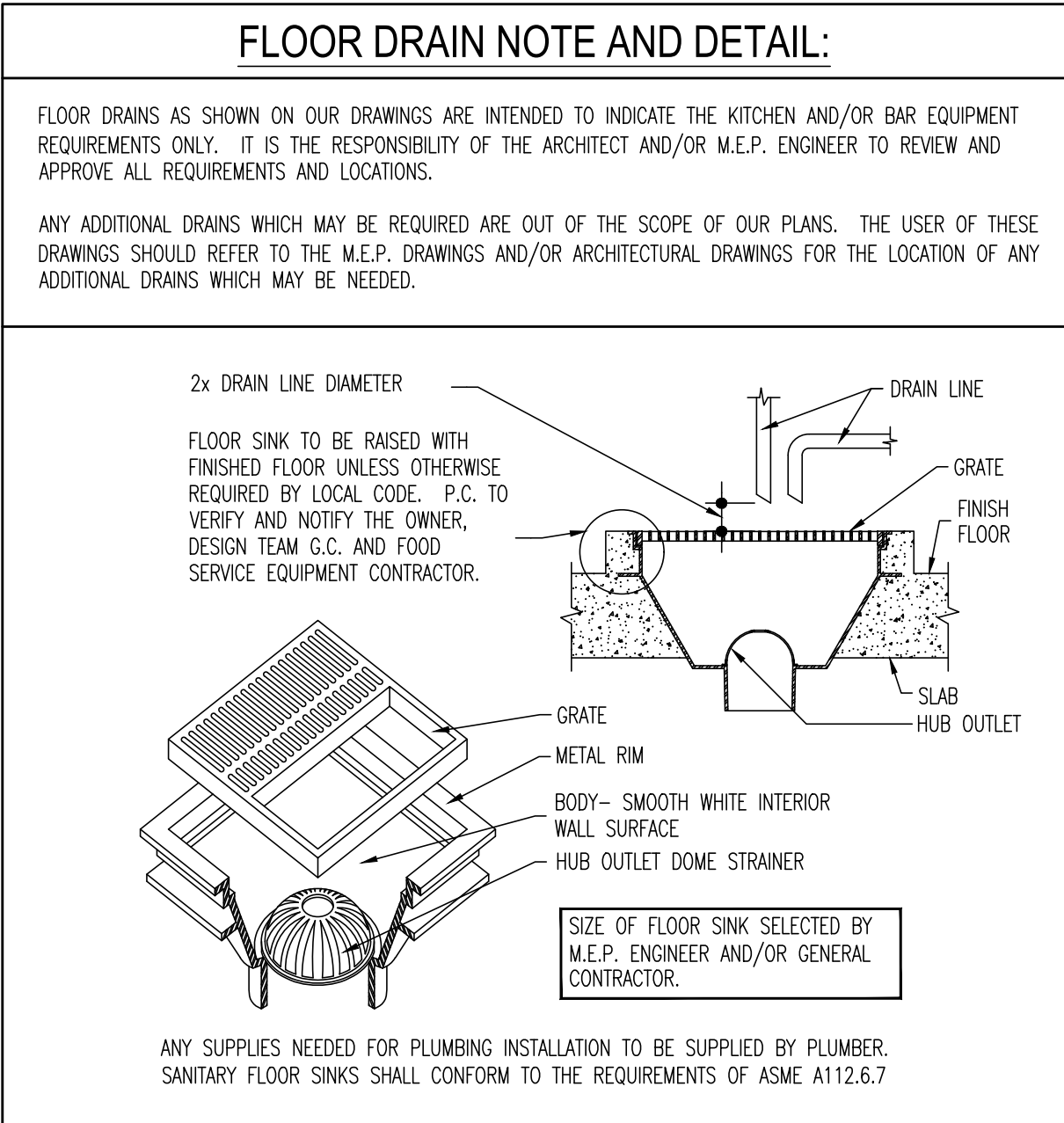
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- PLUMBING NOTES**
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 - THESE DRAWINGS ARE INTENDED TO COMPLIMENT THE EQUIPMENT MFR'S CATALOG SHEETS AND SHOP DRAWINGS AND MUST BE USED IN COORDINATION WITH THOSE DRAWINGS AND SPECIFICATIONS.
 - ALL PLUMBING WORK MUST BE PERFORMED AND COMPLY TO ALL PREVAILING HEALTH AND BUILDING CODES. NOTIFY THE PROJECT ARCHITECT IF ANY INFORMATION CONTAINED IN THESE DRAWINGS DOES NOT CONFORM TO ANY CODE ENFORCED.
 - THESE DRAWINGS HAVE BEEN PREPARED FROM THE ARCHITECTURAL DRAWINGS. ANY DISCREPANCIES BETWEEN THESE DRAWINGS AND ACTUAL FIELD CONDITIONS MUST BE ANNOUNCED IMMEDIATELY.
 - ALL DIMENSIONS SHOWN ARE TO BE MEASURED FROM FINISHED SURFACES. ALL WRITTEN DIMENSIONS SUPERSEDE SCALE. ALL DIMENSIONS ARE TO CENTERS OF ROUGH-INS. DO NOT SCALE DRAWINGS.
 - THE FOOD SERVICE EQUIPMENT WILL BE PROVIDED WITH ONLY THE DEVICES SUPPLIED AS STANDARD BY THE MFR. OR AS SPECIFIED BY THE CONSULTANT. THE PC SHALL PROVIDE AND INSTALL ALL OTHER NECESSARY CONTROLS, VALVES, REGULATORS, TRIM, TRAPS, TAILPIECES, STRAINERS, BACK-FLOW PREVENTION, AND ANY OTHER MATERIALS REQUIRED FOR A PROPER INSTALLATION. THE PC SHALL COORDINATE AND MAKE ALLOWANCES FOR THESE DEVICES.
 - THE PC SHALL INSTALL AND INTERCONNECT ALL PLUMBING COMPONENTS, ACCESSORIES AND SYSTEMS REQUIRED TO MAKE A COMPLETE AND PROPER INSTALLATION. ALL PLUMBING LINES SHALL BE RUN CONCEALED WHEREVER POSSIBLE.
 - THE PC SHALL VERIFY WATER PRESSURE REQUIREMENTS FOR EACH EQUIPMENT ITEM IN THESE PLANS AND TO PROVIDE CONTROL DEVICES TO INSURE PROPER WATER PRESSURE AS SPECIFIED BY THE MFR.
 - THE PC SHALL VERIFY ALL REQUIREMENTS FOR ITEMS LISTED AS: EXISTING, BY OWNER, BY VENDOR, NIC OR BY OTHERS.
 - THE PC SHALL PROVIDE AND INSTALL ALL GREASE INTERCEPTORS, FLOOR DRAINS AND FLOOR SINKS. LOCATIONS OF THESE ITEMS MUST BE COORDINATED WITH THE FSEC.
 - FLOOR DRAINS SHOWN ON THESE DRAWINGS ARE FOR THE FOOD SERVICE EQUIPMENT ONLY. THE PC MUST VERIFY LOCATIONS FOR ALL OTHER FLOOR DRAINS THAT MAY BE REQUIRED.
 - THE PC SHALL COORDINATE THE LOCATION OF AND INSTALL THE GAS SHUT-OFF VALVE, FURNISHED BY THE FSEC.



PLUMBING LEGEND

(H)	HOT WATER SUPPLY TO EQUIPMENT	⊙	DRAIN LOCATION ON EQUIPMENT
(C)	COLD WATER SUPPLY TO EQUIPMENT	⊙	WASTE, DIRECT-CONNECTED UNLESS NOTED "OPEN HUB"
(F)	FILTERED COLD WATER	⊙	FLOOR SINK HALF GRATE DOME STRAINER
(G)	GAS SERVICE LOCATION	⊙	FUNNEL TYPE FLOOR DRAIN

- ELECTRICAL GENERAL NOTES**
- THIS DRAWING IS ACCOMPANIED BY OTHER DRAWINGS, SPECIFICATIONS AND BROCHURES. DRAWINGS SPECIFICATIONS AND BROCHURES ARE TO BE CONSIDERED IN WHOLE FOR PRICING, ROUGH-IN, INSTALLATION AND CONNECTIONS. THE GENERAL CONTRACTOR SHALL PREVIEW THESE DOCUMENTS FOR NOTATIONS AND COMMENTS THAT PERTAIN TO THE ASPECTS OF THE PROJECT.
 - GENERAL CONTRACTOR IS TO REFER TO MANUFACTURERS BROCHURES AND SPECIFICATIONS FOR ADDITIONAL DATA PRIOR TO STARTING ROUGH-INS. CALL RECEPTACLES, CORDS, CORD CAPS, CONDUITS, SWITCHES AND WIRING ARE TO BE PROVIDED BY THE ELECTRICAL CONTRACTOR UNLESS OTHERWISE SPECIFIED. ALL WORK TO BE DONE IN ACCORDANCE WITH NATIONAL LOCAL CODES.
 - GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEWING ALL FOOD SERVICE DOCUMENTS TO ENSURE THAT ALL REQUIRED ELECTRICAL SERVICES ARE PROVIDED SO AS TO COMPLETE THE PROJECT.
 - ELECTRICAL WIRING FOR FIRE PROTECTION, GAS SOLENOID (IF ELECTRICAL) AND/OR SHUNT TRIP BREAKERS ARE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR.
 - ELECTRICAL REQUIREMENT FOR FIRE PROTECTION, GAS SOLENOID AND/OR SHUNT TRIP BREAKERS TO BE WIRED THRU LIFE SAFETY SYSTEM BY ELECTRICAL CONTRACTOR.
 - ELECTRICAL WIRING AND SUPPLY LINES SHOWN ON THESE DRAWINGS, UNLESS OTHERWISE SPECIFIED IN DETAILS, ARE SCHEMATIC IN NATURE AND WILL BE INSTALLED BY THE GENERAL CONTRACTOR.
 - FABRICATED EQUIPMENT CONTAINING A BREAKER PANEL OR LOAD CENTER OR EQUIPMENT INDICATED SO, SHALL BE PRE-WIRED BY FABRICATOR READY FOR FIELD CONNECTION TO ONE POINT BY THE ELECTRICAL CONTRACTOR.
 - ELECTRICAL CONTRACTOR TO PROVIDE SERVICE AND FULLY CONNECTED EQUIPMENT ITEMS, UNLESS SPECIFIED OTHERWISE IN DETAILS, AND SHALL FURNISH AND INSTALL ALL MATERIAL, JUNCTION BOXES, DISCONNECTS, SWITCHES, STARTERS, BREAKER PANELS, LAMPS, ETC. AND PIPING BETWEEN EQUIPMENT LOCATION AND STUB-OUT TO MAKE EQUIPMENT FULLY OPERATIONAL. ALL DEVICES TO MEET N.E.C. AND O.S.H.A. REQUIREMENTS.
 - ALL RECEPTACLES SHALL BE GROUNDED PER N.E.C. AND O.S.H.A. REQUIREMENTS.
 - ELECTRICAL PLAN IS INTENDED TO INDICATE ROUGH-IN LOCATIONS. CONNECTION POSITIONS AND LOAD REQUIREMENTS FOR FINAL ROUGH-IN/NOF EQUIPMENT INDICATED IN THE FOOD SERVICE EQUIPMENT CONTRACTOR SCOPE OF WORK. ADDITIONAL ELECTRICAL SERVICE MAY BE REQUIRED BY ARCHITECT OR OWNER.
 - PIPING SHALL BE CONCEALED IN WALLS WHEREVER POSSIBLE. STUB-OUT DIMENSIONS ARE FROM FINISHED WALLS TO CENTER OF STUB-OUTS OF FROM CENTER OF STUB-OUT TO CENTER OF STUB-OUT.
 - SUB-OUT HEIGHTS ARE TO BE MEASURED FROM THE FINISHED FLOOR, NOT FROM CURBS OR PADS, TO THE CENTERLINE OF THE STUB-OUT. STUB-OUTS SHALL EXTEND 4" BEYOND WALLS.
 - GENERAL CONTRACTOR TO FURNISH AND INSTALL WALL AND FLOOR SLEEVES. FLOOR SLEEVES SHALL BE WATER TIGHT AND EXTEND 1" ABOVE FINISH FLOOR. SLEEVES THROUGH PADS AND CURBS TO BE FLUSH. SEAL SLEEVE OPENINGS WATER TIGHT.
 - GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND RE-INSTALLING, REPAIRING OR REPLACING EXISTING ACUSTICAL, GYPSUM OR OTHER CEILINGS, WALLS OR FLOORS AS REQUIRED FOR THE PERFORMANCE OF WORK.
 - EXISTING CONDUIT AND WIRING MAY NEED MODIFICATION TO CLEAR NEW UTILITIES, THE GENERAL CONTRACTOR SHALL COORDINATE WITH ALL TRADES PRIOR TO START OF WORK.
 - ELECTRICAL CONTRACTOR TO PROVIDE CONTROL WIRING AND ELECTRICAL SERVICE FOR REMOTE REFRIGERATION SYSTEMS FOR WALK-IN BOXES AND COORDINATE LOCATION OF SERVICE WITH ELECTRICAL ENGINEER.
 - ELECTRICAL CONTRACTOR TO PROVIDE ALL REQUIRED FIELD CONNECTIONS AND INTER-WIRING AT ALL WALK-IN COOLERS AND FREEZERS TO SWITCHES AND CONTROLS FOR LIGHTS, TEMPERATURE ALARMS, DOOR HEATERS AND PRESSURE RELIEF VALVE.
 - ELECTRICAL CONTRACTOR TO PROVIDE AND INSTALL WRAP AROUND HEAT TAPE ON ALL EVAPORATOR COIL DRAIN LINES IN WALK-IN FREEZERS.
 - GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FEES, PERMITS AND LICENSES FOR THE COMPLETE INSTALLATION OF HIS WORK.
 - GENERAL CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL LOCAL AND NATIONAL CODES.
 - GENERAL CONTRACTOR SHALL ALSO PROVIDE CONTROL WIRING, STARTER, SHUNT AND ALL REQUIRED COMPONENTS THAT WILL CONNECT THE CONDENSATE REMOVAL FAN TO THE ON/OFF SWITCH OF THE DISHMACHINE. THIS WILL CAUSE THE DISHMACHINE OPERATION TO DIRECTLY CONTROL THE OPERATION OF THE CONDENSATE REMOVAL FAN.
- NOTE TO ARCHITECT**
- ADD ADDITIONAL CONVENIENCE RECEPTACLES WHERE REQUIRED.

ELECTRICAL PLAN LEGEND:

(E)	TYPICAL SERVICE LOCATION	(001)	SCHEDULE REFERENCE NUMBER
(EC)	CEILING SERVICE LOCATION	⊙	ELECTRICAL CONNECTION LOCATION
(EF)	FLOOR ELECTRICAL SERVICE	⊙	SAFETY DISCONNECT SWITCH (S.D.S.) BY EC - VERIFY/COORDINATE LOCATION
(JB)	JUNCTION BOX	⊙	SWITCH LOCATION
(CO)	SUGGESTED CONVENIENCE OUTLET LOCATION (VERIFY WITH MEP DRAWINGS)	⊙	FAN

ADDITIONAL OUTLETS (CONVENIENCE OUTLETS) AND OUTLETS FOR EQUIPMENT NOT SHOWN ON THIS PLAN MAY BE NEEDED TO COMPLY WITH ANY CODE OR OWNER ELECTRICAL REQUIREMENTS (REFER TO M.E.P. DRAWINGS).

ELECTRICAL CONTRACTOR TO SUPPLY FIRE SUPPRESSION SYSTEM w/ ADEQUATE NUMBER OF DRY CONTACTS (MICRO-SWITCHES) TOO INTERWIRE SHUNT TRIP, GAS VALVES, BUILDING ENUNCIATOR AND FAN CONTROLLER. ALL INTERWIRING OF DEVICES IS TO BE IN ACCORDANCE WITH LOCAL AND NATIONAL CODES. ALL WIRING TO BE BY ELECTRICAL CONTRACTOR.

ELECTRICIAN SHALL WIRE FROM SWITCH ON CONTROL PANEL TO ROOF MOUNTED EXHAUST AND SUPPLY FANS AND TO LIGHT JUNCTION BOX LOCATED ON TOP OF CANOPY. CIRCUITS SHALL BE INTERWIRED SO LIGHT AND FAN WILL EITHER BE ON OR OFF AT THE SAME TIME.

THE ELECTRICAL CONTRACTOR SHALL SUPPLY ANY AND ALL MATERIAL, JUNCTION BOXES, DISCONNECTS, RECEPTACLES, CORDS, CORD CAPS, CONDUITS, SWITCHES, WIRING AND WIRING CAPS NEEDED TO COMPLETE INSTALLATION OF THE KITCHEN EQUIPMENT SHOWN ON THIS PLAN.

ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEWING ALL FOOD SERVICE AND/OR BAR EQUIPMENT SPECIFICATIONS (SUPPLIED IN THE MANUFACTURER'S CUT SHEETS) AND PLANS TO ENSURE THAT ALL REQUIRED ELECTRICAL SERVICES ARE PROVIDED SO AS TO COMPLETE THE PROJECT.

ELECTRICAL CONTRACTOR TO PROVIDE SERVICE AND FULLY OPERATIONAL EQUIPMENT ITEMS.

ALL WORK TO BE DONE IN ACCORDANCE WITH ALL APPLICABLE NATIONAL AND/OR LOCAL ELEC. CODES.

ALL RECEPTACLES SHALL BE GROUNDED PER N.E.C. AND O.S.H.A. REQUIREMENTS.

- NOT FOR CONSTRUCTION -

THIS DRAWING IS AN INSTRUMENT OF SERVICE ONLY FOR THE LICENSED ARCHITECT AND/OR ENGINEER ON THIS PROJECT.

PURSUIT TO FLORIDA STATUTE 481.229 SECTIONS 8A, 8B AND 8C THESE DESIGNS, SPECIFICATIONS AND/OR LAYOUTS CANNOT BE USED FOR CONSTRUCTION AND/OR INSTALLATION OF EQUIPMENT UNLESS REVIEWED AND APPROVED BY A LICENSED ARCHITECT OR ENGINEER.

THESE DRAWINGS ARE PRELIMINARY AND CONCEPTUAL IN NATURE THEY ARE PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY. ANYONE MAKING USE OF THESE DRAWINGS DOES SO AT THEIR OWN RISK AND ASSUMES ALL LIABILITY FOR SUBSEQUENT USE.

FOODSERVICE ELECTRICAL & PLUMBING PLAN

SCALE: 1/4"=1'-0"

DESIGN DEVELOPMENT KITCHEN DESIGN CBI-22139 PALM BEACH SHORES, FL

Cheney Brothers

EQUIPMENT & DESIGN DIVISION

206 North Linder King Blvd., Suite 100, Palm Beach, FL 33480

1-877-CBI-CHEF (224-2433) www.cheneybrothers.com

DESIGN APPROVAL

DESIGNED BY: _____ DATE: _____

CHECKED BY: _____ DATE: _____

APPROVED BY: _____ DATE: _____

THESE DRAWINGS ARE PRELIMINARY AND CONCEPTUAL IN NATURE THEY ARE PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY. ANYONE MAKING USE OF THESE DRAWINGS DOES SO AT THEIR OWN RISK AND ASSUMES ALL LIABILITY FOR SUBSEQUENT USE.

K1-2.0

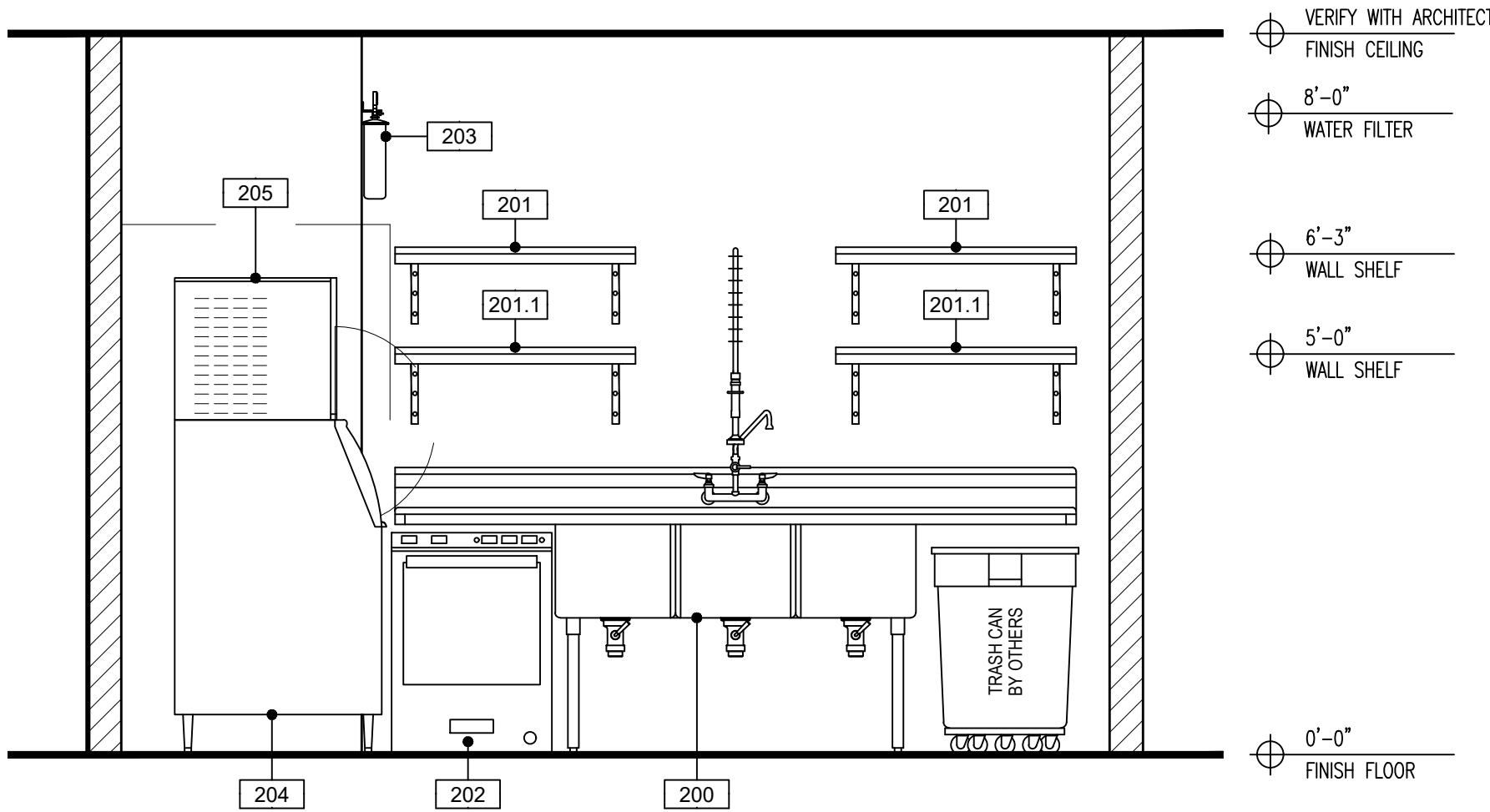


GENERAL CONTRACTOR TO PROVIDE 3/4" PLYWOOD WALL BACKING ON WALLS SPECIFIED AS SHOWN ON THE OPTIONS SHOWN BELOW.

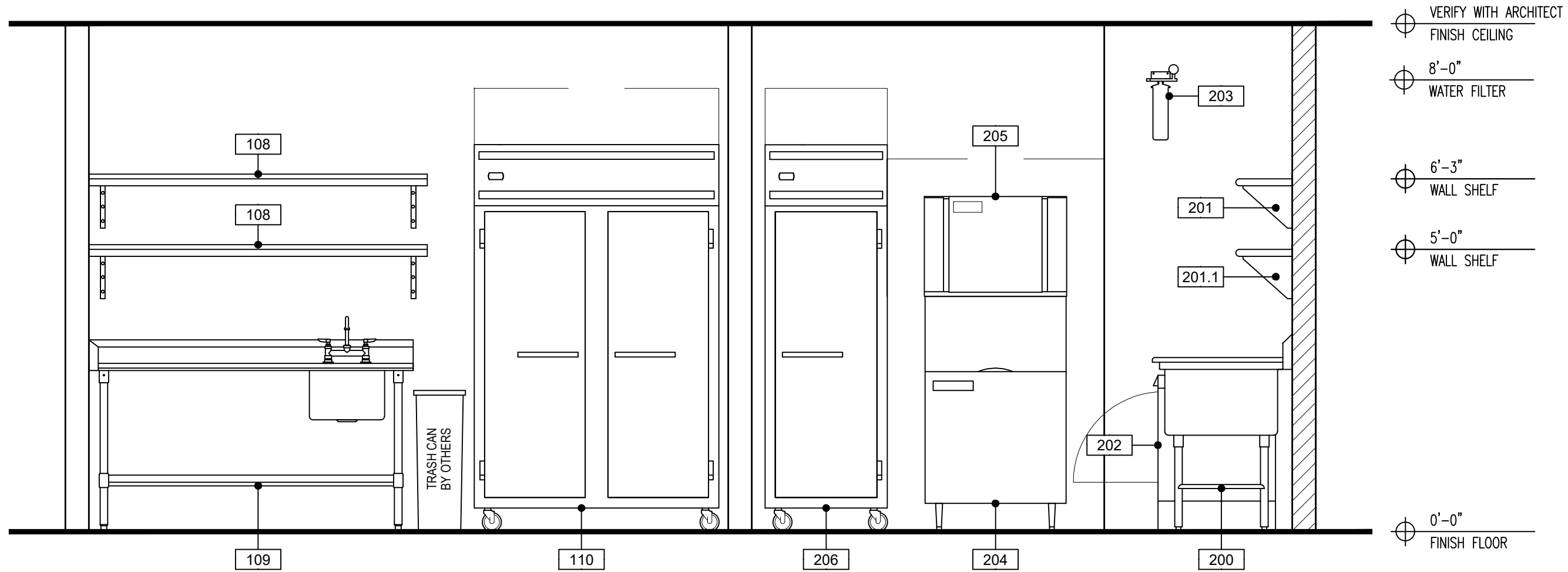
OPTION "F"

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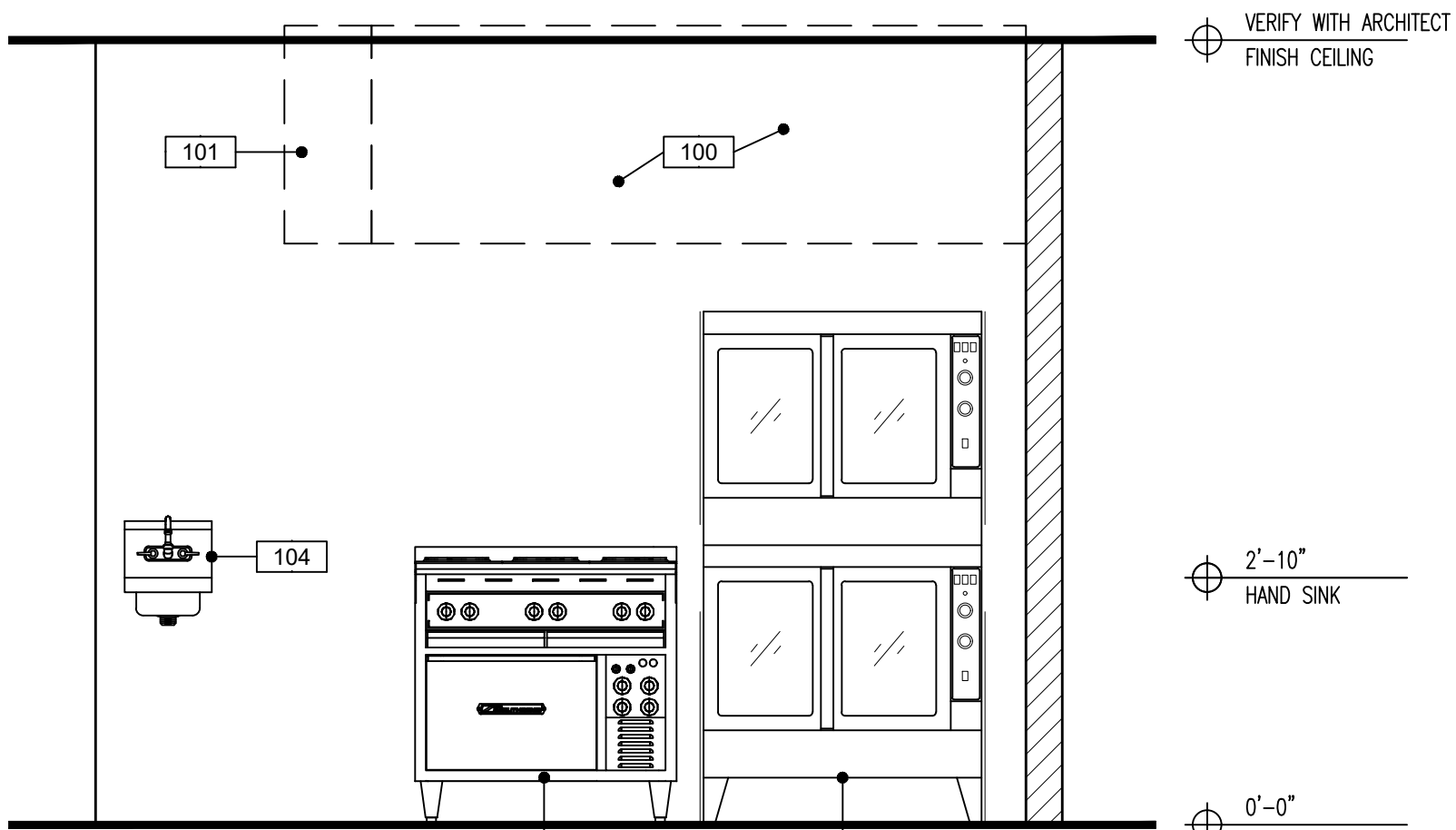
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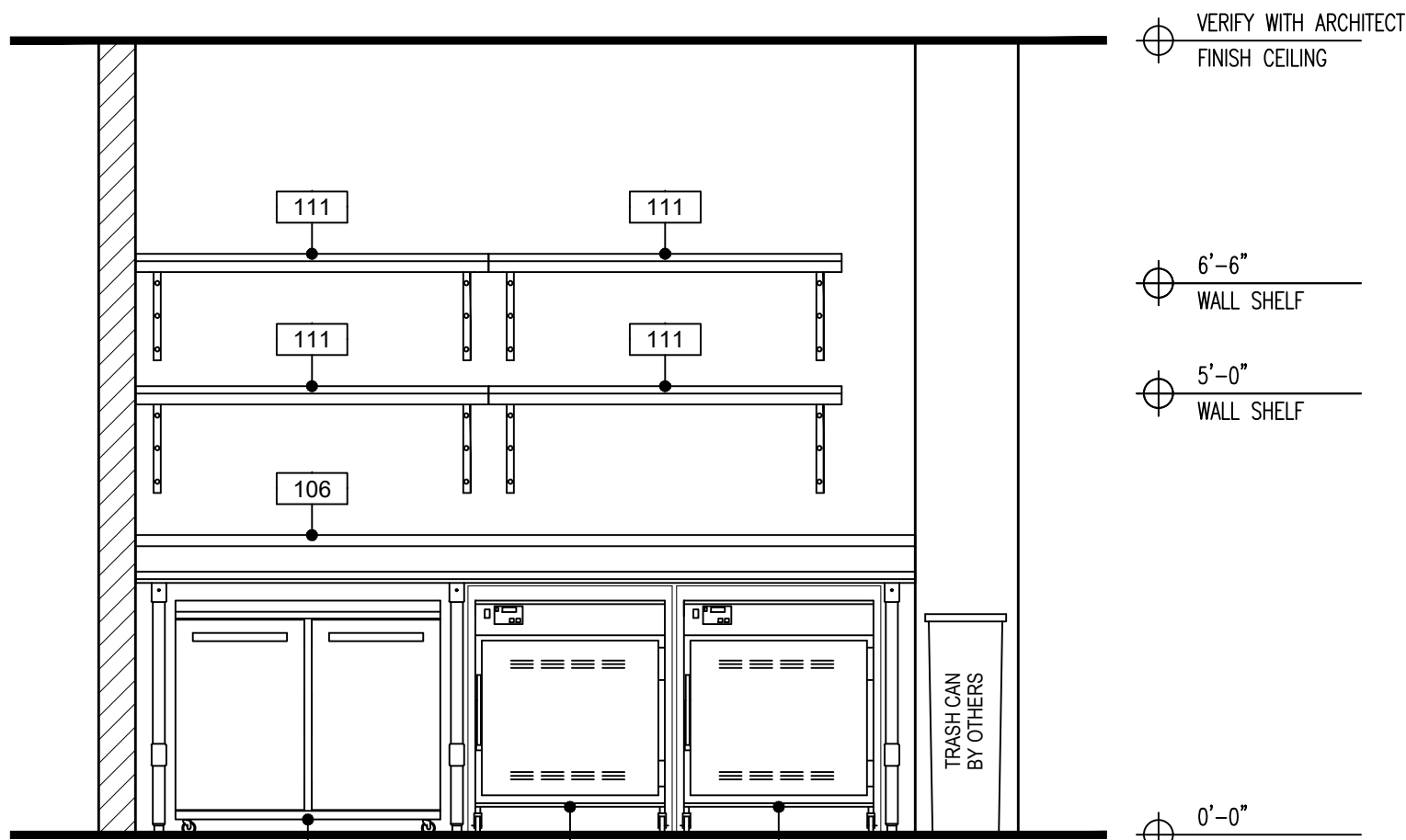
1 EQUIPMENT ELEVATION
SCALE: 1/2" = 1'-0"



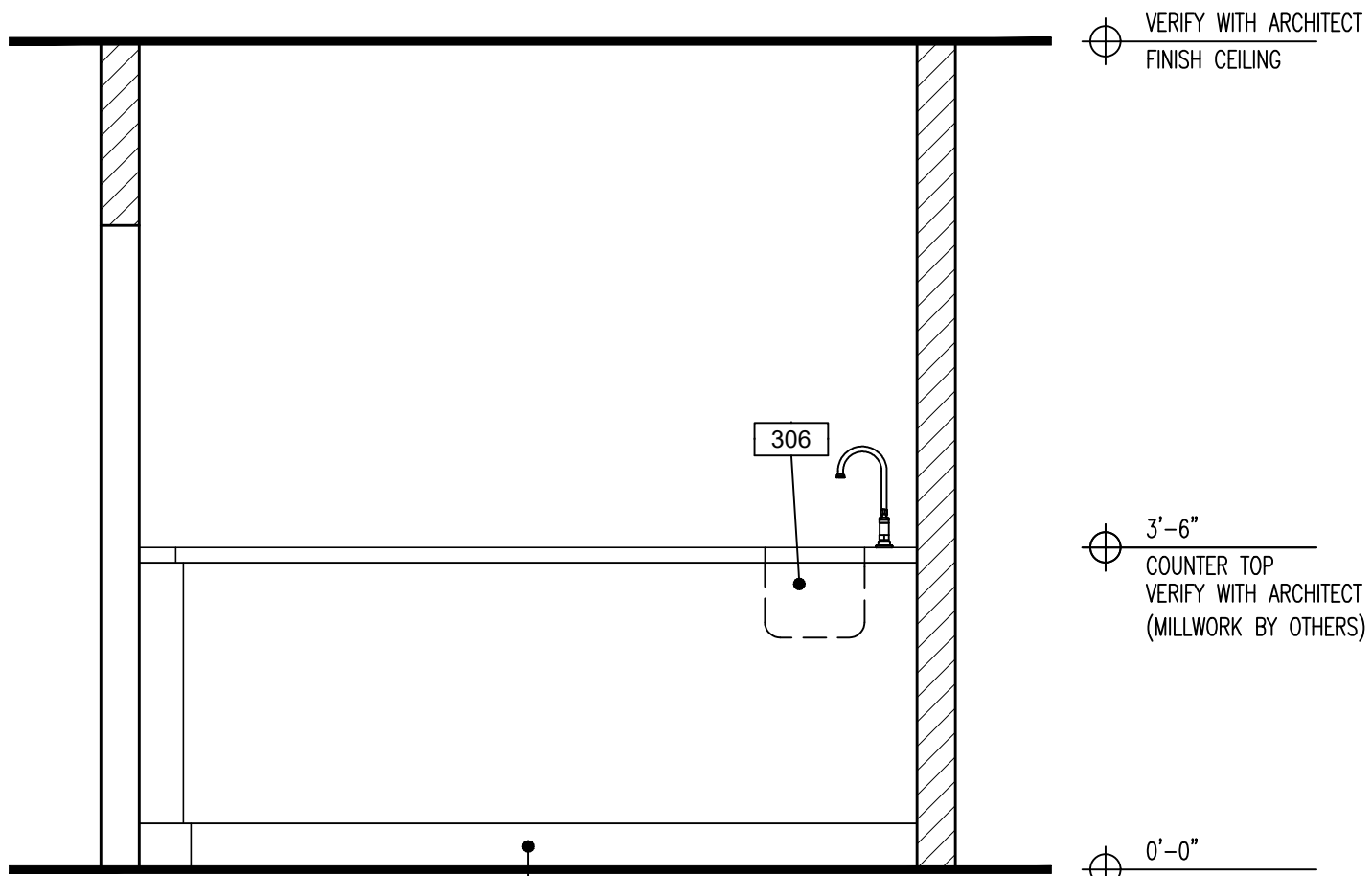
2 EQUIPMENT ELEVATION
SCALE: 1/2" = 1'-0"



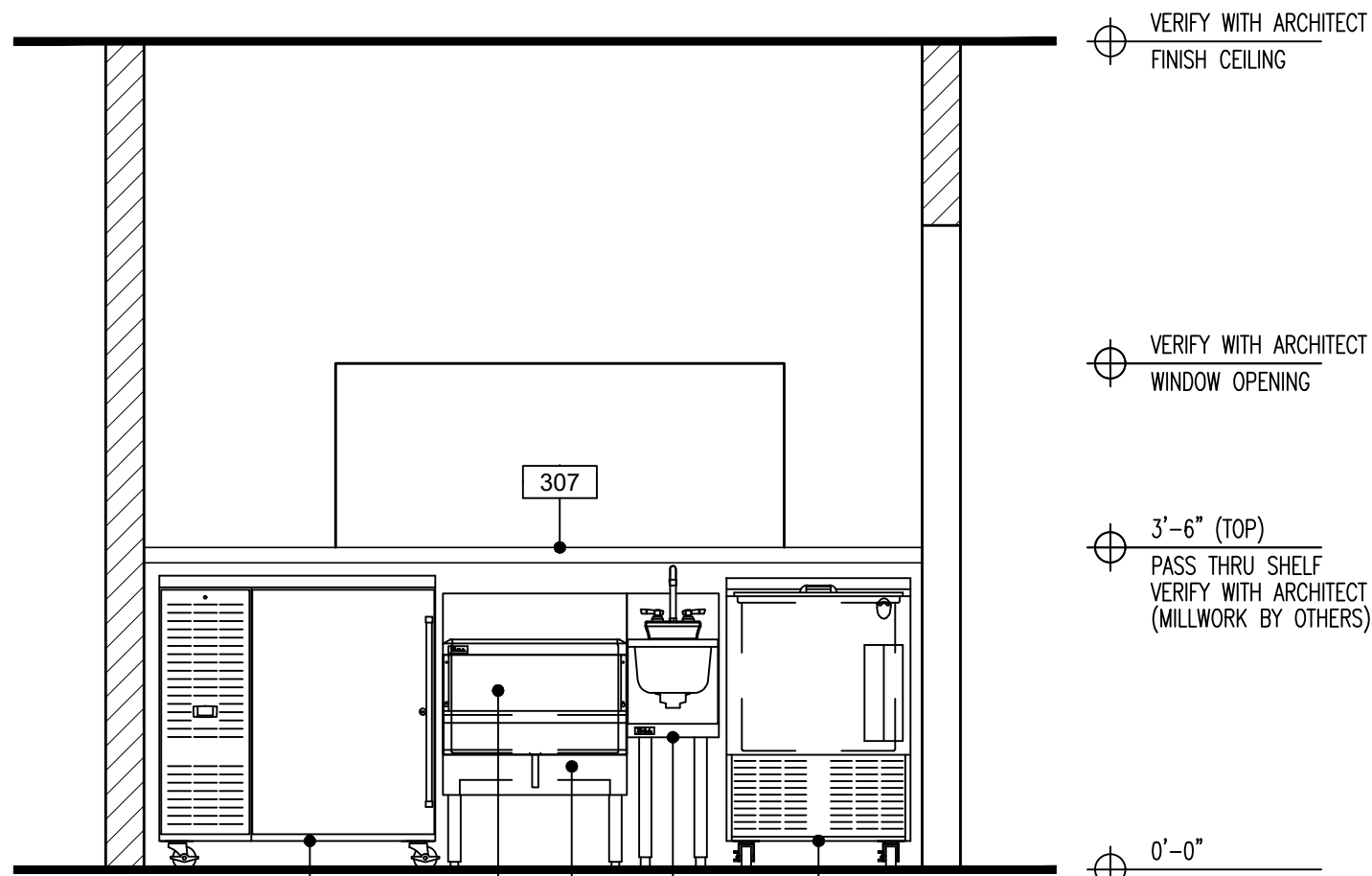
3 EQUIPMENT ELEVATION
SCALE: 1/2" = 1'-0"



4 EQUIPMENT ELEVATION
SCALE: 1/2" = 1'-0"



4 EQUIPMENT ELEVATION
SCALE: 1/2" = 1'-0"



4 EQUIPMENT ELEVATION
SCALE: 1/2" = 1'-0"

- NOT FOR CONSTRUCTION -

THIS DRAWING IS AN INSTRUMENT OF SERVICE ONLY FOR THE LICENSED ARCHITECT AND/OR ENGINEER ON THIS PROJECT.

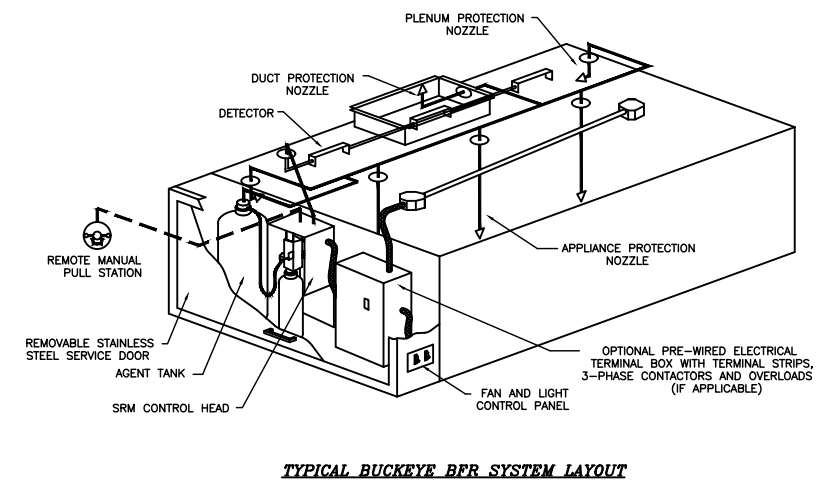
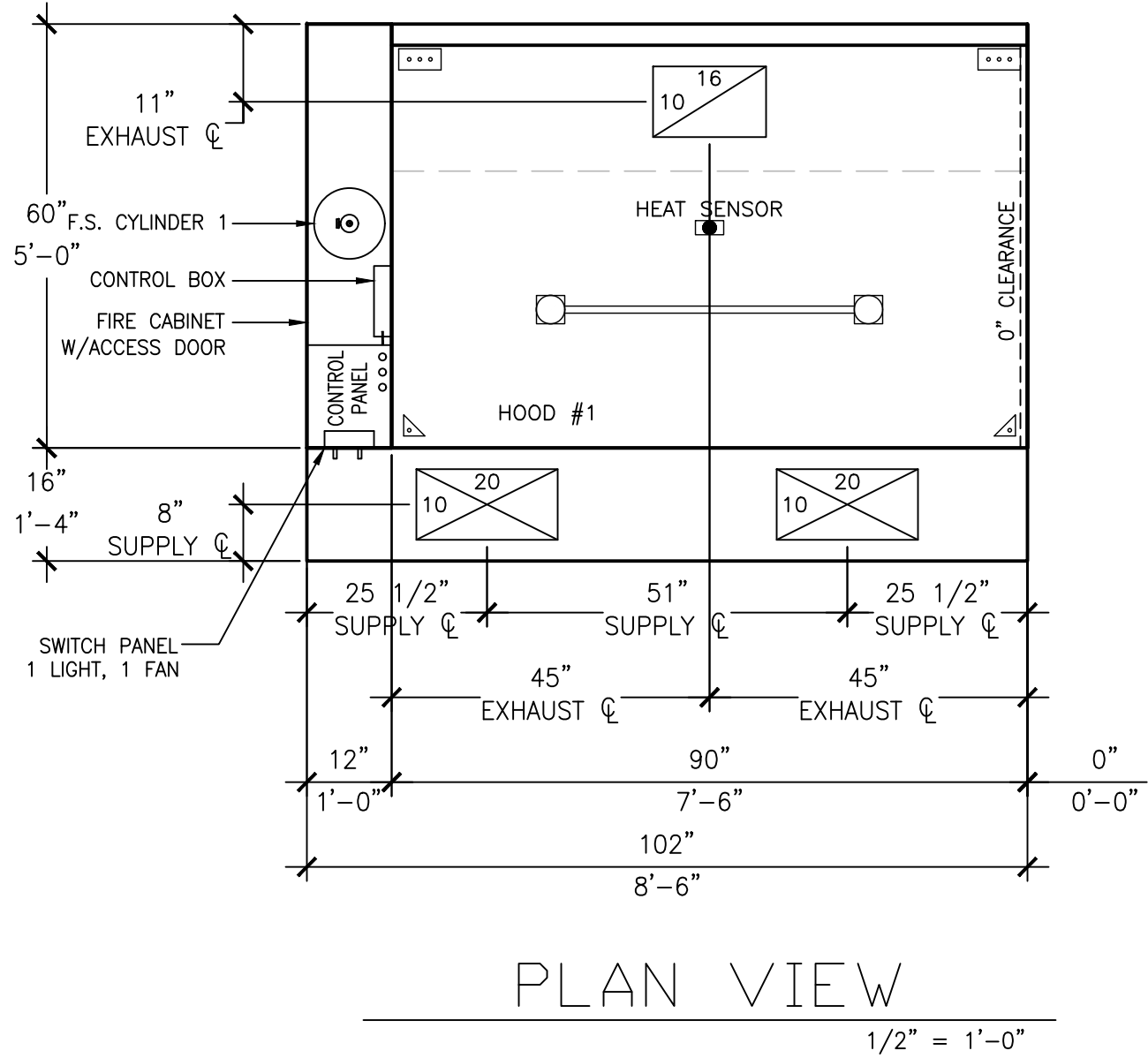
PURSUANT TO FLORIDA STATUTE 481.229 SECTIONS 8A, 8B AND 8C THESE DESIGNS, SPECIFICATIONS AND/OR LAYOUTS CANNOT BE USED FOR CONSTRUCTION AND/OR INSTALLATION OF EQUIPMENT UNLESS REVIEWED AND APPROVED BY A LICENSED ARCHITECT OR ENGINEER.

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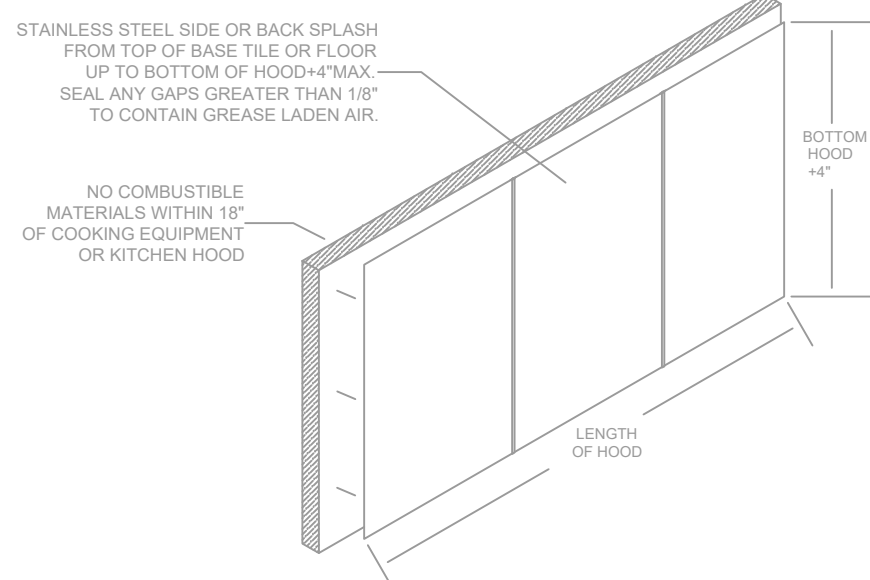
SCALE: 1/2"=1'-0"

FOODSERVICE ELEVATIONS

DESIGN DEVELOPMENT		KITCHEN DESIGN		CBI-22139		PALM BEACH SHORES, FL	
ORIGINATED DATE:		06/16/2022		DRAWN: AM & JV		CHECKED: J.C.	
PM:		J.C.		JOB No.: 22139		SHEET: K1-4.0	
DESIGN APPROVAL		APPROVED AS NOTED		RESUBMIT W/ NEW DESIGN		APPROVED BY: _____	
NO. DESCRIPTION:		GENERAL REVISIONS: MEP & ELEVATIONS RELEASE		DATE: 07/13/22		TITLE: _____	
REVISIONS AND MODIFICATIONS:		APPROVED		APPROVED		APPROVED	
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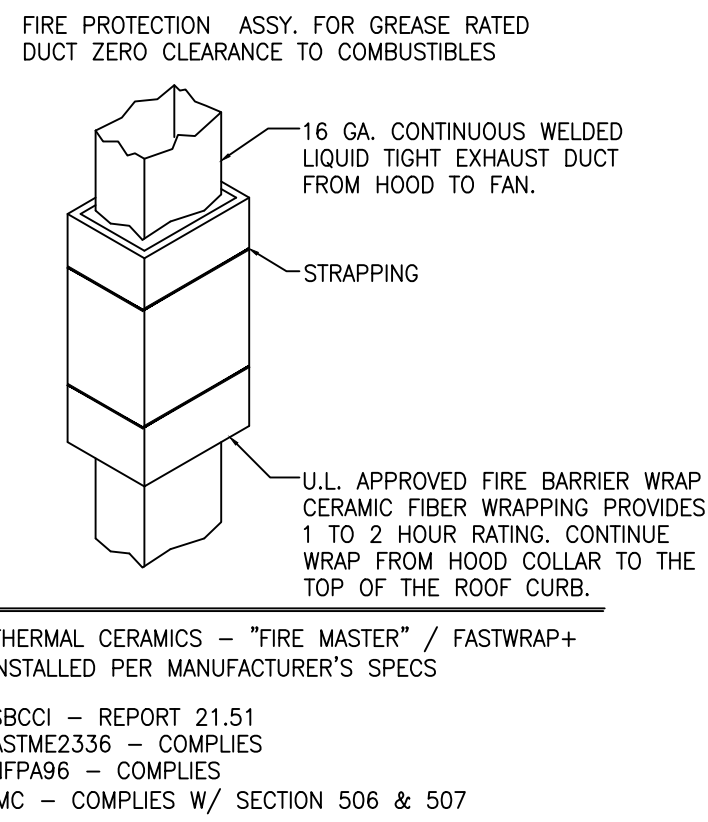
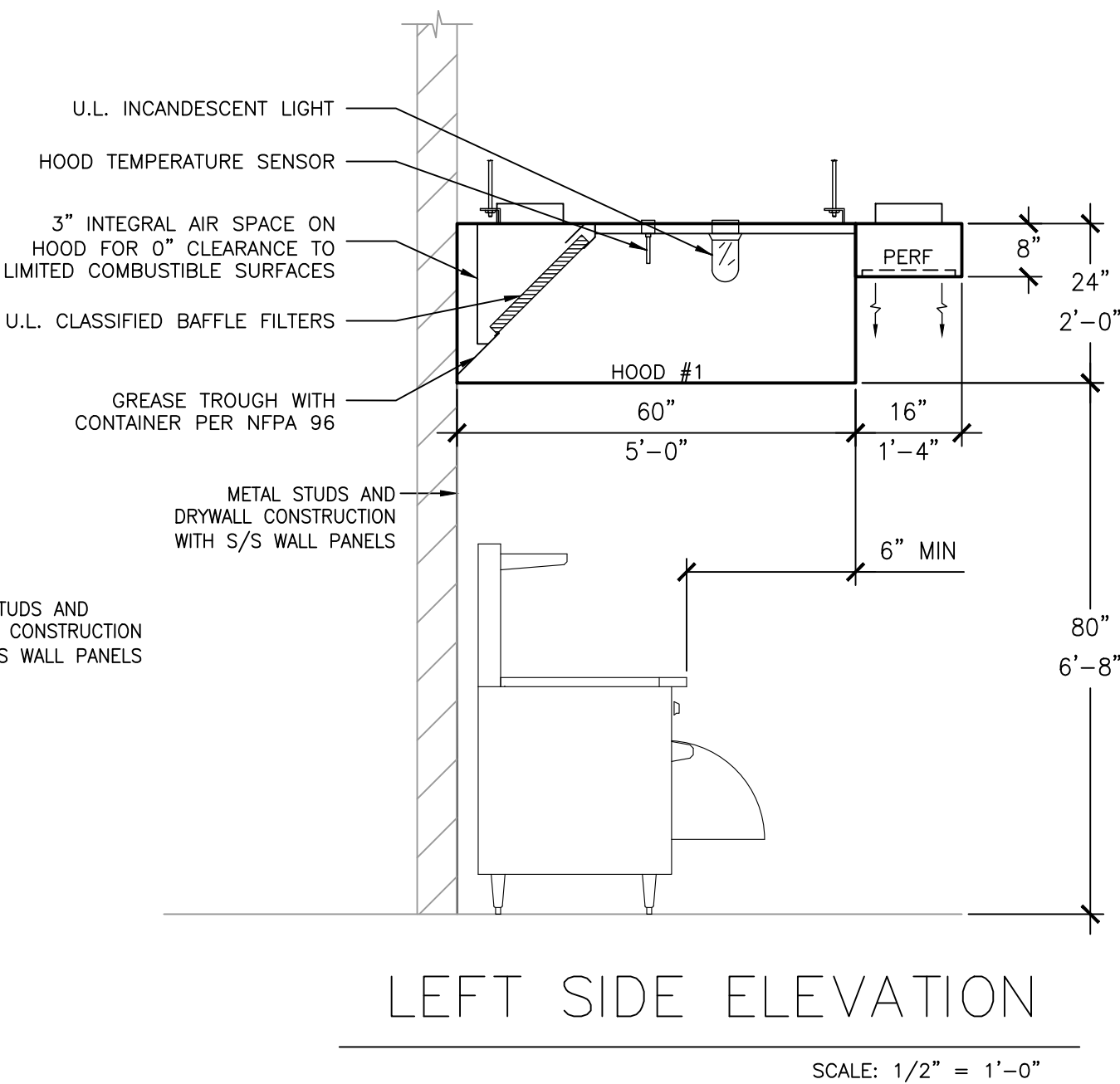
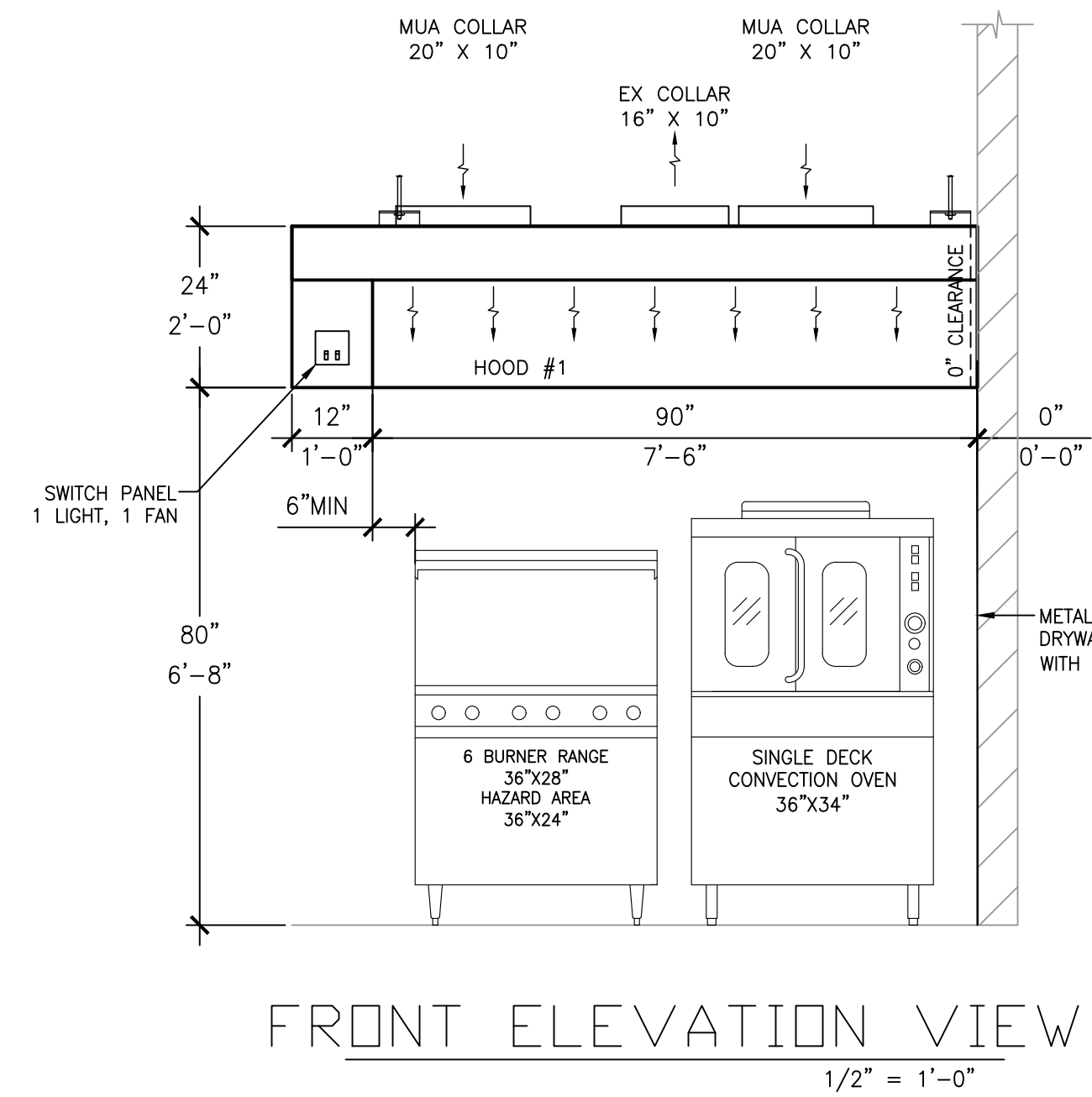
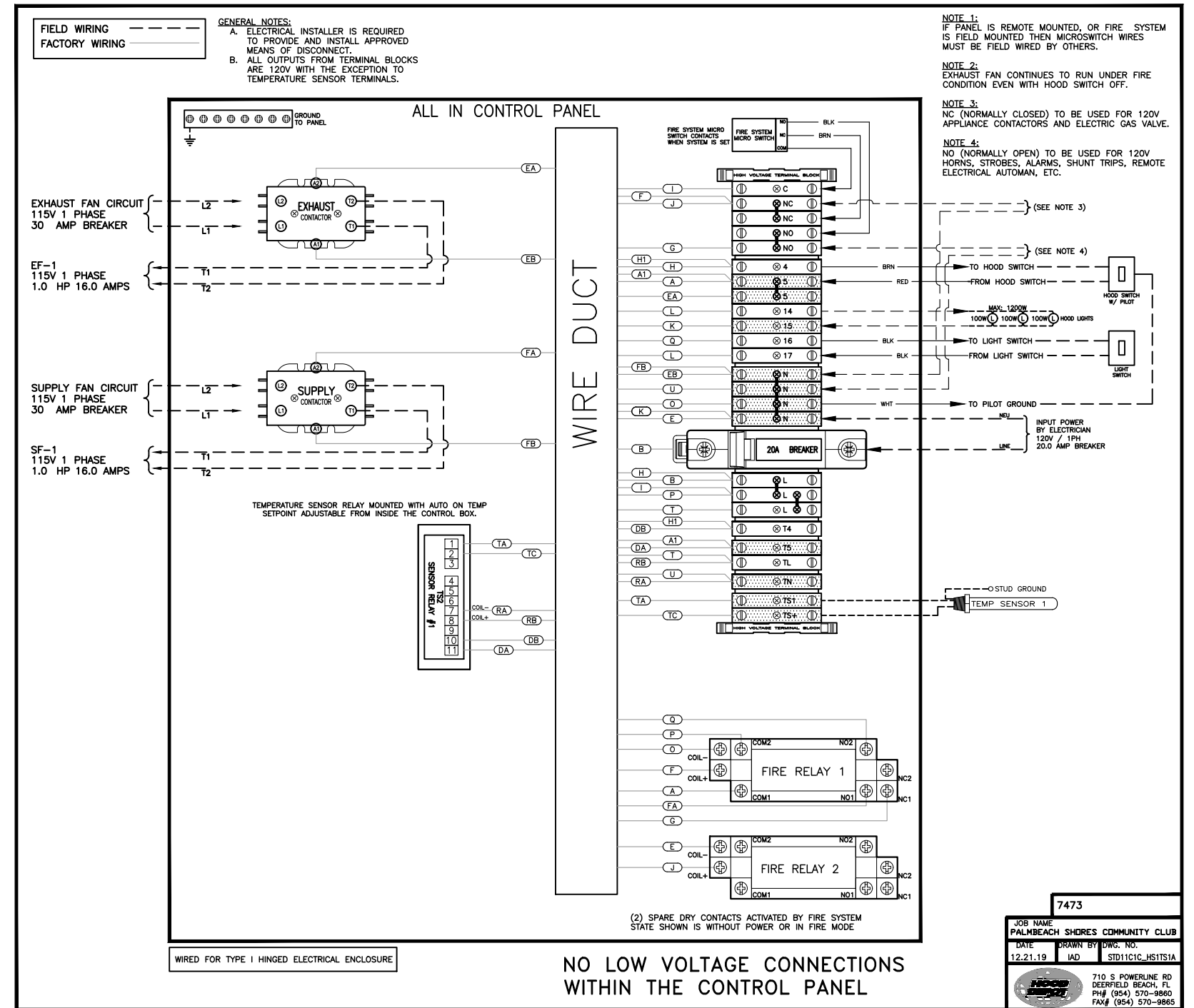


CLEANABLE SURFACE UNDER TYPE I KITCHEN HOOD PER NFPA 96



REQUIREMENTS BY ELECTRICAL CONTRACTOR

- WIRE EACH FAN CIRCUIT FROM CIRCUIT BREAKER TO LINE SIDE OF CONTACTOR IN CONTROL PANEL.
- WIRE EACH FAN FROM LOAD SIDE OF CONTACTOR IN CONTROL PANEL TO DISCONNECT SWITCHES ON FAN. DISCONNECT SWITCHES PROVIDED ON FANS.
- WIRE A 120V 20 AMP CONTROL CIRCUIT TO TERMINALS L AND N IN CONTROL PANEL.
- IF THERE IS NO FIRE ALARM PRESENT IN THE BUILDING THEN WIRE FROM CONTROL PANEL TERMINALS NO AND N TO HORN/STROBE DEVICE IN KITCHEN. 120V HORN/STROBE DEVICE TO BE PROVIDED BY ELECTRICAL CONTRACTOR.
- WIRE FROM CONTROL PANEL TERMINALS NO AND N TO SHUNT TRIP BREAKERS IN CIRCUIT BREAKER PANEL. ALL ELECTRICAL OUTLETS AND APPLIANCES UNDER THE HOOD NEED TO SHUT DOWN UPON FIRE SYSTEM ACTIVATION. SHUNT TRIP BREAKERS PROVIDED BY ELECTRICAL CONTRACTOR. ELECTRICAL POWER UNDER THE HOOD CAN ALSO BE SHUT DOWN USING RELAYS OR CONTACTORS WIRED TO TERMINALS NC AND N.
- FIRE ALARM CONNECTIONS - IF A FIRE ALARM IS PRESENT IT NEEDS TO BE CONNECTED TO THE SPARE MICROSWITCH (DRY CONTACTS). WIRES FOR MICROSWITCH ARE LOCATED IN THE 190 JBOX NEAR THE FIRE SYSTEM CONTROL HEAD. IF A BUILDING FIRE ALARM IS PRESENT A HORN/STROBE DEVICE IS NOT REQUIRED.
- HEAT SENSORS NEED TO BE WIRED FROM EACH HOOD TO CORRESPONDING TERMINAL BLOCKS IN CONTROL PANEL.
- LIGHTS ARE PRE WIRED ON TOP OF EACH HOOD TO A SINGLE JUNCTION BOX. WIRING NEEDS TO BE PROVIDED AND INSTALLED IN BETWEEN HOOD SECTIONS AND FROM THE HOOD TO THE CONTROL PANEL AND CONNECT TO TERMINALS 14 AND 15.
- WHEN THERE IS NOT A FIRE CABINET BUILT INTO OUR HOOD THE MICRO SWITCH MUST BE WIRED FROM THE FIRE SYSTEM CONTROL HEAD TO OUR CONTROL PANEL. THE COM WIRE (BLUE) GOES TO TERMINAL C IN OUR PANEL. THE NORMALLY CLOSED WIRE (YELLOW) GOES TO TERMINAL NC IN OUR PANEL AND THE NORMALLY OPEN WIRE (BROWN) GOES TO TERMINAL NO IN CONTROL PANEL.
- FIRE SYSTEMS IN TYPE I HOODS THAT SHARE A FIRE HAZARD AREA MUST ACTIVATE SIMULTANEOUSLY.
- ANY A/C UNIT PROVIDING O/A TO THE KITCHEN TO SHUT DOWN UPON ACTIVATION OF THE FIRE SUPPRESSION SYSTEM



EXHAUST DUCT FIRE WRAP DETAIL
N.T.S.

- SUPPLY AND EXHAUST FANS ARE INTERLOCKED WITH PILOT LIGHT IN KITCHEN AREA.
- FIRE MODE REQUIRES EXHAUST FAN TO OPERATE CONTINUALLY AND STOP SUPPLY FAN.
- HOOD EXHAUST FANS SHALL OPERATE WHENEVER THE EXTINGUISHING SYSTEM IS ACTIVATED.
- FIXED PIPE EXTINGUISHING SYSTEMS IN A SINGLE HAZARD AREA SHALL BE ARRANGED FOR SIMULTANEOUS AUTOMATIC OPERATION UPON ACTIVATION OF ANYONE OF THE SYSTEMS.
- GAS AND ELECTRICAL EQUIPMENT AND OUTLETS SERVED BY THE HOOD SHALL BE DEACTIVATED IN THE EVENT OF A FIRE SYSTEM ACTUATION PER NFPA 96 10. 4
- ACTUATION OF THE FIRE SYSTEM SHALL SIGNAL THE ALARM SYSTEM SERVING THE AREA OCCUPIED BY THE HOOD PER NFPA96 10. 6

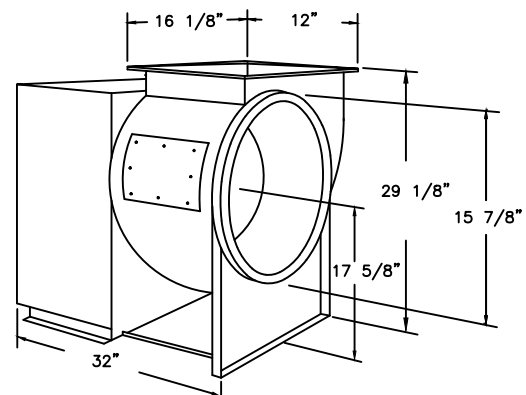
MODEL "NDFC" EXHAUST HOODS ARE U.L. LISTED FOR USE OVER COMMERCIAL COOKING APPLIANCES BY UNDERWRITER'S LABORATORIES IN ACCORDANCE WITH NFPA 96 AND UL 710 STANDARDS.

U.L. FILE #: MH18803

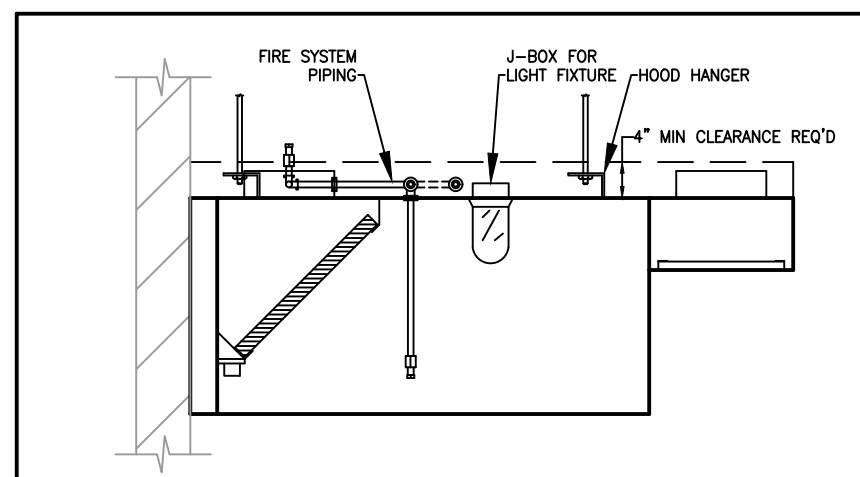


AIR BALANCE SCHEDULE			
	EX CFM	SUPPLY CFM	DIFFERENCE
AIR EXHAUSTED FROM HOODS	1725		
AIR SUPPLIED TO HOODS		1380	
TOTAL AIR VOLUME	1725	1380	-345

BUILDING HVAC SYSTEM TO PROVIDE MORE THAN 345 CFM TO INSURE OVERALL BUILDING BALANCE IS POSITIVE
KITCHEN TO BE NEGATIVE WITH RESPECT TO ADJACENT AREAS NOT TO EXCEED -0.02" WATER COLUMN



BJ-15 EXHAUST FAN DETAIL
N.T.S.



TOP OF HOOD CLEARANCE

SCALE: N.T.S.

HOOD SCHEDULE

HOOD							EXHAUST COLLAR				COLLAR AREA	GREASE DUCT VELOCITY	FILTERS			FILTER AREA	VELOCITY THRU EX FILTERS	LIGHTS		UTILITY CABINET		SWITCHES	
#	MFG.	MODEL	LENGTH	TYPE	MATERIAL	WGT (LBS)	QTY	SIZE	S.P.	CFM	(SOFT)	(FPM)	TYPE	QTY	SIZE	(SQFT)	(FPM)	QTY	TYPE	SIZE	LOCATION	HOOD	LIGHT
1	HOOD DEPOT	NDFC-0906024116	7'-6"	TYPE I	430 S/S EXPOSED	476	1	10 x 16	0.455"	1725	1.11	1553	TYPE VI	3 2	20 x 16 20 x 20	11.35	152	2	INCANDESCENT / CFL	60 x 24 x 12	LEFT	HOOD CABINET	HOOD CABINET

PLENUM SCHEDULE

PLENUM					SUPPLY COLLAR				AREA OF MUA PERF	MUA PERF VELOCITY	WGT
#	HOOD #	QTY	DEPTH	LENGTH	QTY	SIZE	S.P.	CFM	(SQFT)	(FPM)	(LBS)
1	1	1	16"	8'-6"	2	10 x 20	.25"	1380	8.72	158.3	60

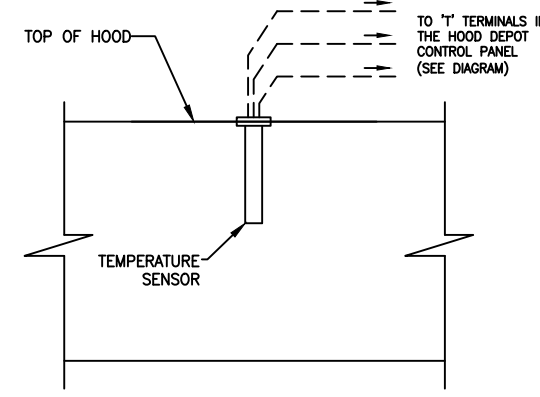
FAN SCHEDULE

HOOD #	LABEL	MFG.	MODEL	CFM	S.P.	HP	VOLTAGE	PHASE	RPM	AMPS	WGT (LBS)
1	EF- 1	CENTRAL	BI 15	1725	1.25	1	115V	1PH	1466	16	180
1	SF- 1	HOOD DEPOT	KC- 1009	1380	1	1	115V	1PH	2183	16	400

HOOD TEMPERATURE SENSOR DETAIL

HOOD TEMPERATURE SENSOR

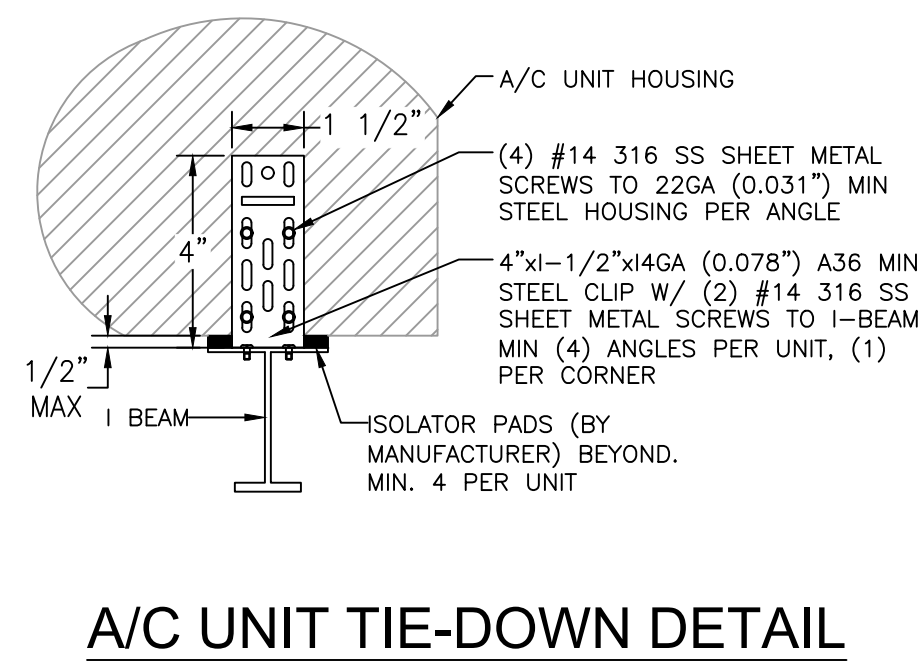
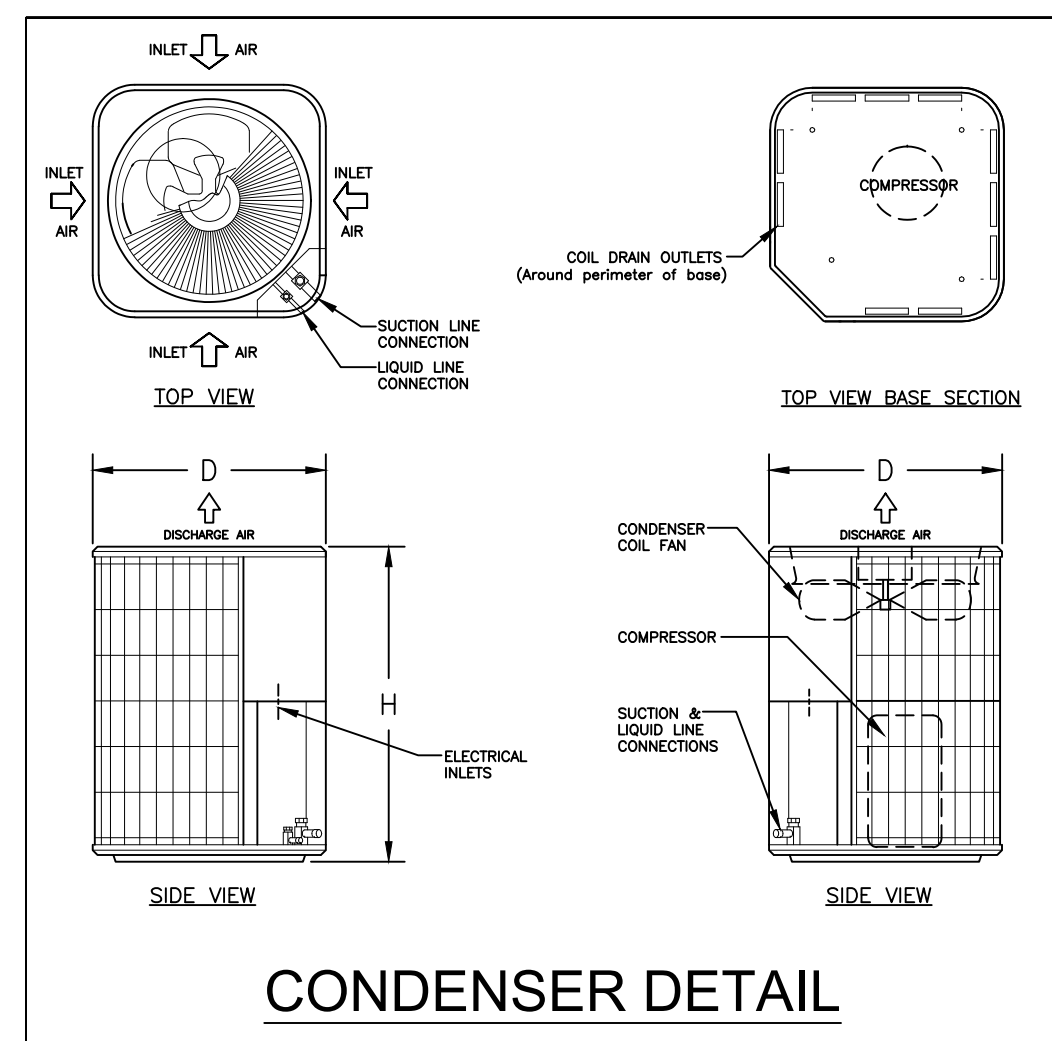
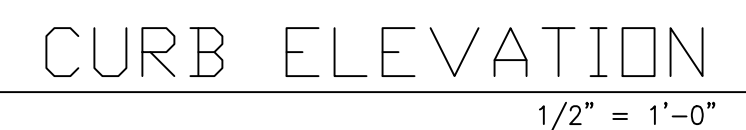
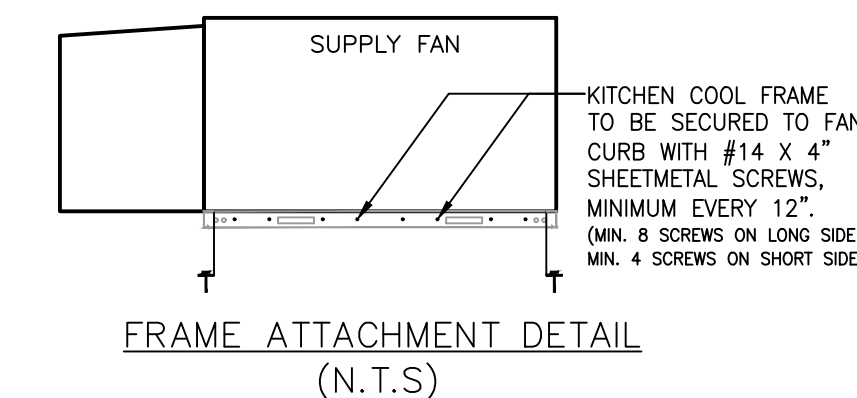
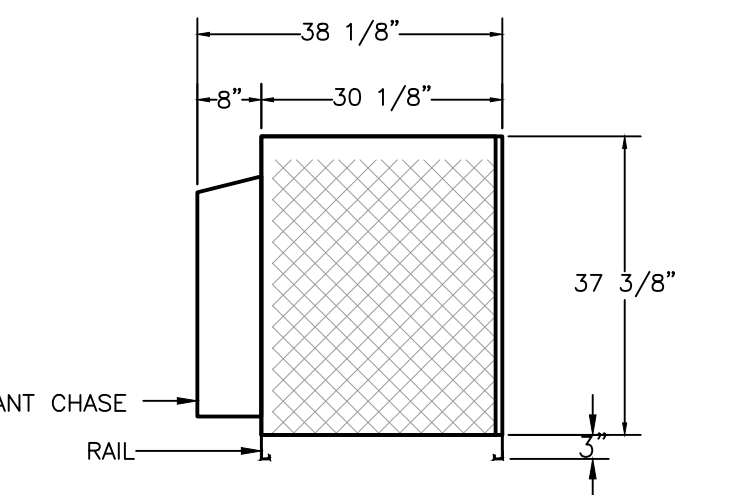
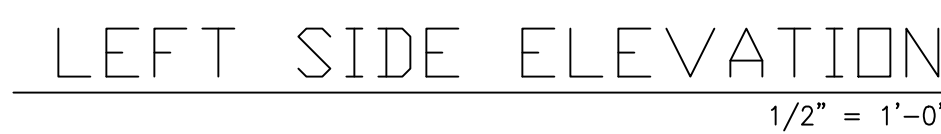
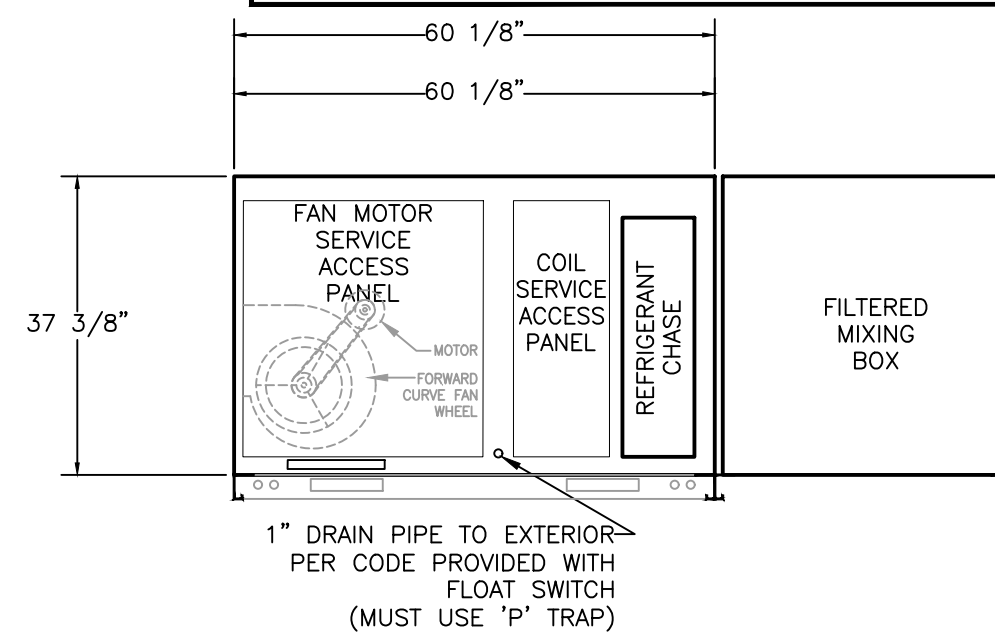
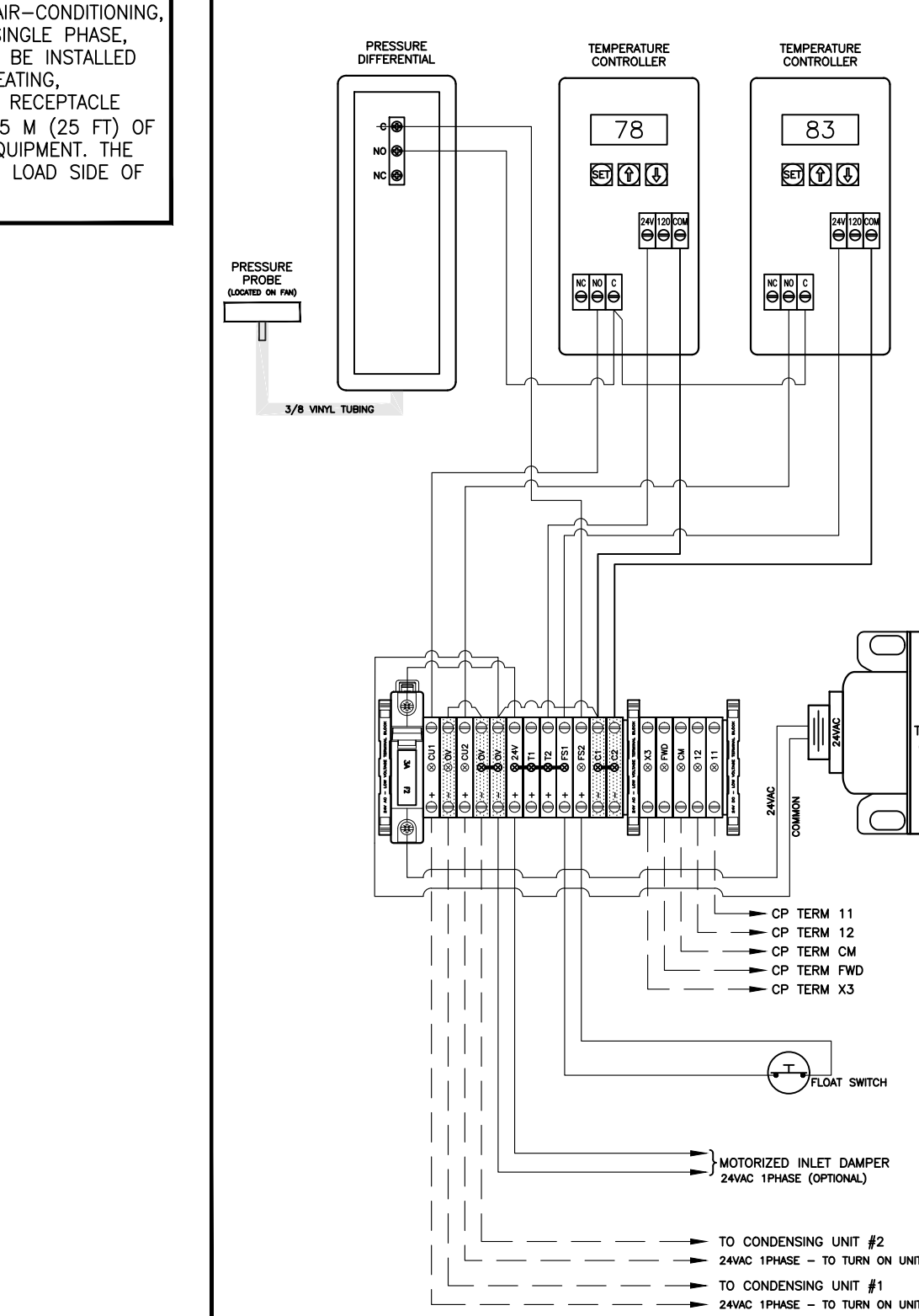
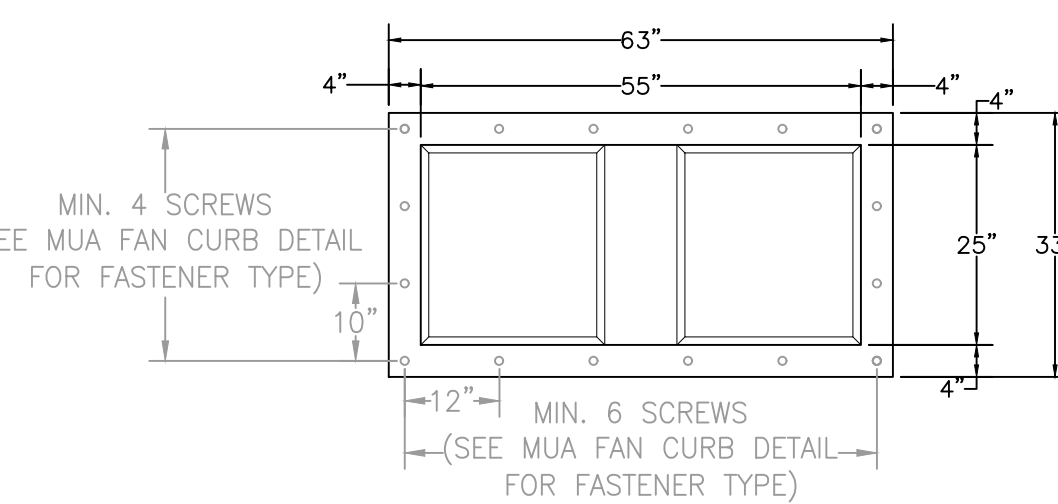
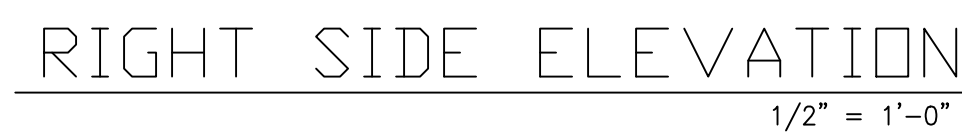
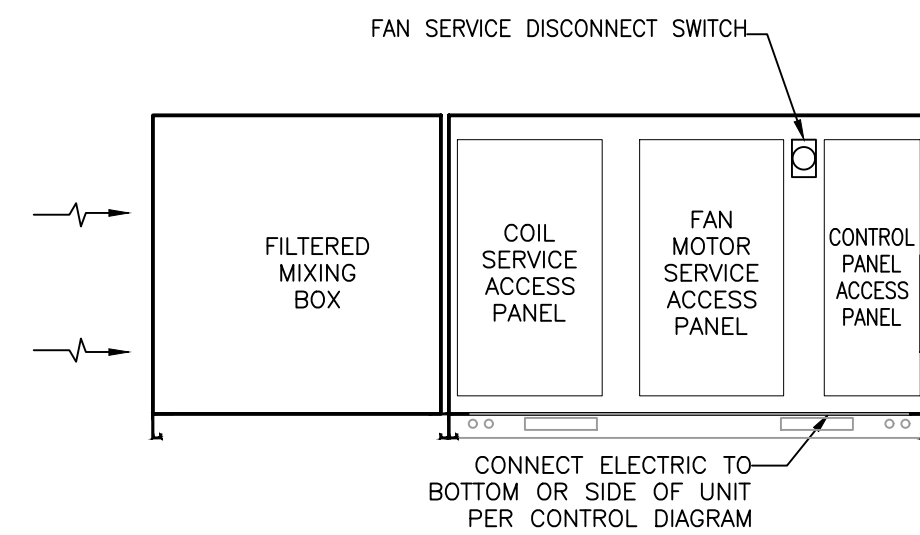
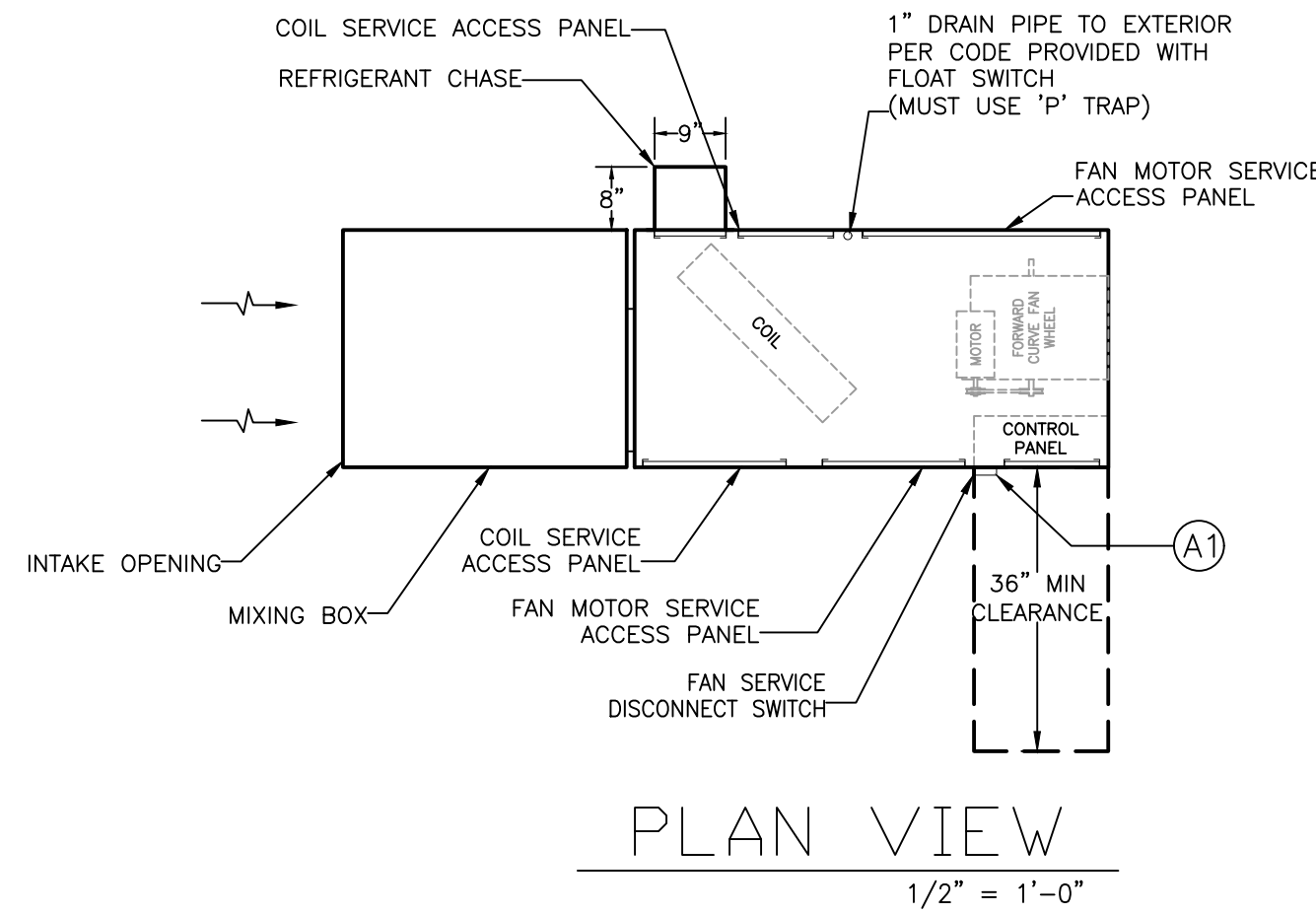
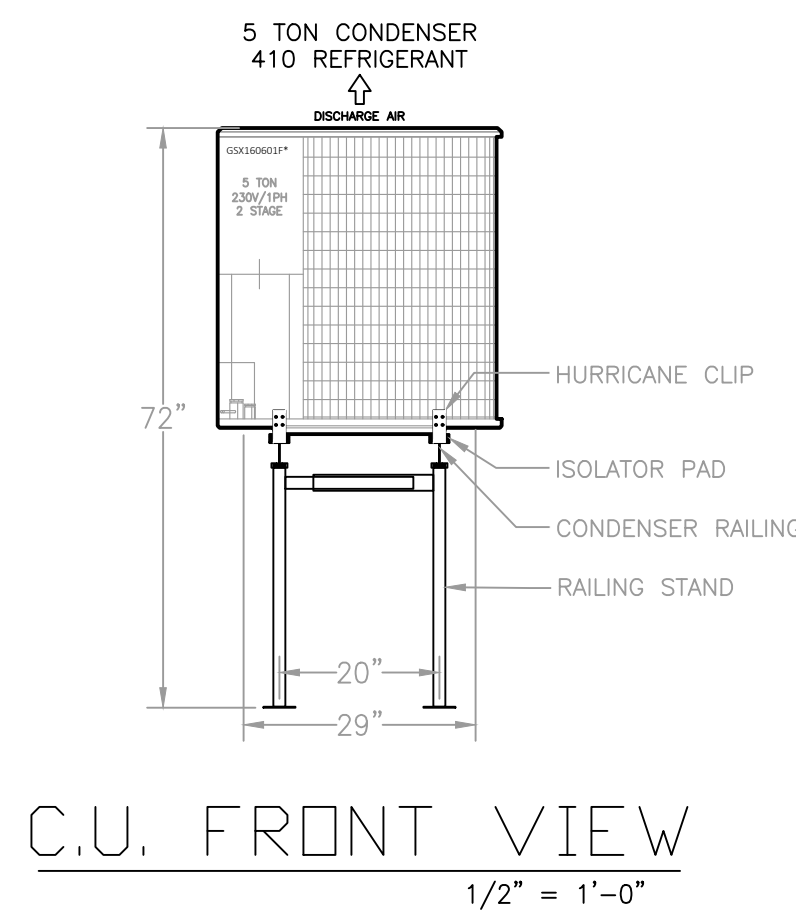
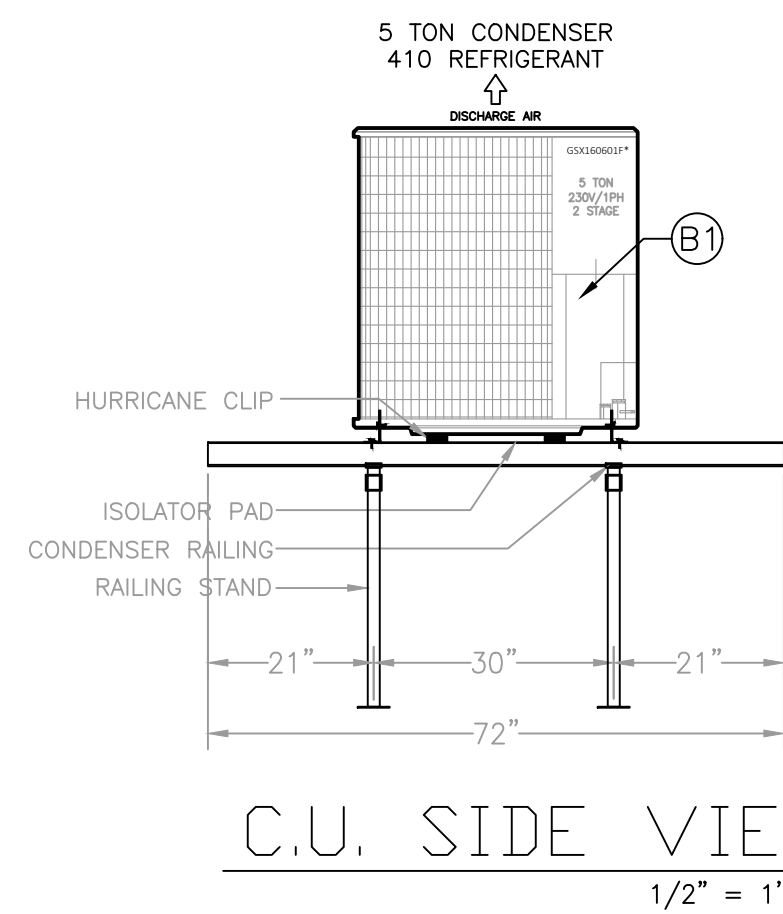
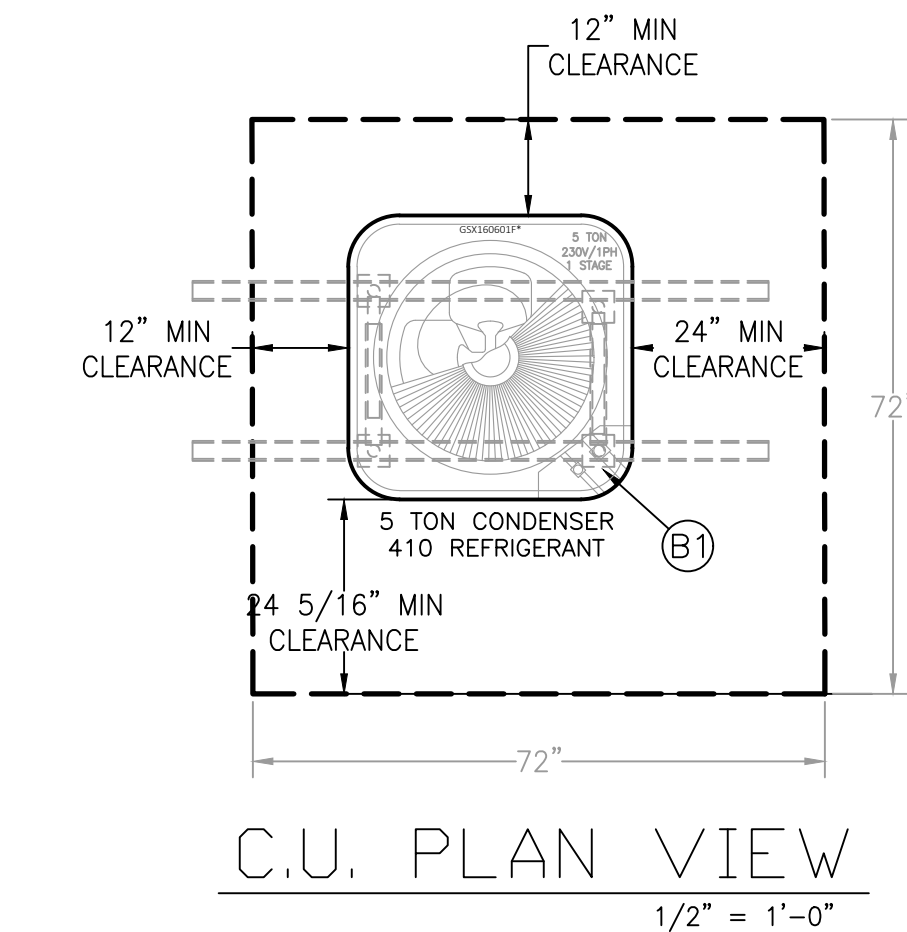
TEMPERATURE SENSOR TO BE PLACED IN THE GREASE EXHAUST HOOD TO ACTIVATE THE EXHAUST HOOD SYSTEM PER FLORIDA MECHANICAL CODE 507.2.1.1 OPERATION. WHICH STATES TYPE I HOOD SYSTEMS SHALL BE DESIGNED AND INSTALLED TO AUTOMATICALLY ACTIVATE THE EXHAUST FAN WHENEVER COOKING OPERATIONS OCCUR. THE ACTIVATION OF THE EXHAUST FAN SHALL OCCUR THROUGH AN INTERLOCK WITH THE COOKING APPLIANCES, BY MEANS OF HEAT SENSORS OR BY MEANS OF OTHER APPROVED METHODS.



GENERAL NOTES:

- UL RANGE HOOD:**
MATERIAL: 18 GAUGE STAINLESS STEEL CONSTRUCTION ON EXPOSED SURFACES 18 GA. GALV. ON EXH. PLENUM ALL CONTINUOUS EXTERNAL LIQUID TIGHT WELDS, POLISHED. FILTERS UL CLASSIFIED BAFFLE TYPE. SET IN HOOD @ 45 DEGREE ANGLE. INCANDESCENT LIGHT FIXTURES UL LISTED FOR USE IN COMMERCIAL COOKING HOODS. GREASE TRAY BELOW FILTERS WITH REMOVABLE GREASE CONTAINER. LIQUID VOLUME LESS THAN 1 QUART. ALL IN COMPLIANCE WITH NFPA #96 AND LOCAL BUILDING CODES.
- TYPE I RANGE HOOD EXHAUST DUCTS:**
MATERIAL: 18 GAUGE GALVANIZED STEEL. CONSTRUCTION ALL CONTINUOUS LIQUID TIGHT EXTERNAL WELDS. DUCT IS CONNECTED BY 1/2" FLANGES FULL WELDED. DUCTS TO SLOPE TOWARD HOOD. CLEANING ACCESS AT CHANGE IN DIRECTION OF DUCT RUN EXCEPT AT HOOD CHANGE
- RANGE HOOD SUPPLY DUCTS:**
MATERIAL: GALVANIZED SHEET METAL GAUGES, HANGING AND REINFORCING PER SMACNA STANDARDS.
- RANGE HOOD EXHAUST FAN:**
AS SPECIFIED ON DRAWING AND CONFORMING TO SMOKE AND GREASE - LADEN VAPOR REMOVAL UL LISTED SUBJECT BULLETIN 762 YZHW.
- RANGE HOOD SUPPLY FAN:**
AS SPECIFIED ON DRAWINGS AND CONFORMING TO A NATIONAL TESTING AUTHORITY FOR PERFORMANCE CERTIFICATION. TO BE LOCATED A MINIMUM OF 10'-0" HORIZONTALLY OR 3' VERTICALLY BELOW FROM ANY EXHAUST FAN, PLUMBING VENT AND FLUE STACKS.
- ELECTRICAL:**
ELECTRICAL HOOK UP AND EQUIPMENT SUCH AS MOTOR STARTERS, SWITCHES, CONTROLS AND COMPONENTS OTHER THAN WHAT IS SPECIFICALLY MENTIONED ON DRAWINGS IS BY OTHERS.
- FIRE ALARM CONNECTIONS:**
IF PRESENT IN THE BUILDING, ALL FIRE ALARM CONNECTIONS ARE TO BE PROVIDED OUTSIDE OF THE CONTROL PANEL. THERE IS A SPARE MICROSWITCH (DRY CONTACTS) IN THE FIRE SYSTEM CONTROL HEAD THAT IS WIRED TO A 190 JBOX NEARBY THAT WILL ALLOW LOW VOLTAGE CONNECTIONS.
- FIRE SUPPRESSION SYSTEM:**
FIRE SUPPRESSION SYSTEM UNDER SEPARATE PERMIT PRIOR TO FINAL INSPECTION.
- EQUIPMENT SCREENING:**
ALL ROOF EQUIPMENT TO BE CONCEALED FROM PUBLIC VIEW, IF REQUIRED, IS TO BE FURNISHED BY OWNER/G.C. UNDER SEPARATE PERMIT.
- COMPLIANCE:**
SYSTEM TO BE MANUFACTURED AND INSTALLED IN STRICT ACCORDANCE WITH NFPA #96, LOCAL FIRE PREVENTION BUREAU MECH. AND HEALTH DEPT. STANDARDS

REVISIONS			710 SOUTH POWERLINE ROAD DEERFIELD BEACH, FL. 33442 E-MAIL: HOODEPOT@AOL.COM	
NUMBER	DESCRIPTION	DATE	HOOD DEPOT INT'L INC.	
			710 SOUTH POWERLINE RD. #H DEERFIELD BEACH, FL	
			JOB NAME: PALM BEACH SHORES COMMUNITY CLUB	
			90 EDWARDS LN. WEST PALM BEACH, FL	
			SCALE: DRAWN BY: CHECK BY: DATE:	
			NOTED CJB AD 7/13/2022	
			TITLE: MECHANICAL HOOD DRAWING	
			1 OF 2	



KITCHEN COOL SCHEDULE																		
FAN INFORMATION																	GENERAL NOTES	
TAG	MFG	MODEL	MATERIAL	LENGTH	WIDTH	HEIGHT	CFM	EXT SP.	TOTAL SP.	HP	VOLTAGE	PHASE	AMPS	RPM	WGT	CURB DIMENSION		
SF-1	HOOD DEPOT	FIH-DXA-KC-1009	GALVO	60.125"	38.125"	37.375"	800-1540	0.5"	1.00"	1.0	208V	1PH	8.8	1159	495 lbs	55" X 25" X 16"		
		COIL PERFORMANCE																
		MODEL	MATERIAL	ROWS / FPI	TOTAL CAP (MBH)	SENS. CAP (MBH)	ENT. DBWB (F°)	LVG AIR DBWB (F°)	FACE VELOCITY (SFPM)	AIR PRESS. DROP (IN.WC.)	REF PRESS. DROP (PSI)	SUCTION CONN. (OTY/SIZE)	LIQUID CONN. (OD/LEE/SIZE)	AIRFLOW (SCFM)	REFRIGERANT TYPE	LIQUID TEMP (F°)	EVAP TEMP (F°)	
		DX12C02S10-28.75x14-RH	ALUM	2 / 10	39.9-54.5	18.5-26.9	91" / 79"	68.6-74.1" / 66.1-70.1"	286-551	0.11-0.32	2.92-6.5	1 / 1.125"	1 / 0.375"	800-1540	410	100.0°	50.2°	
ELECTRICAL REQUIREMENTS										CONDENSING UNIT DATA								
TAG	MFG	DESCRIPTION	QTY	LOAD	VOLATGE	PHASE	MAX BRKR SIZE	MODEL NUMBER	WIDTH	DEPTH	HEIGHT	WEIGHT	SUCTION CONN.	LIQUID CONN.				
A1	HOOD DEPOT	ROOF TOP HANDLER	1	8.8	208V	1PH	20 AMPS											
B1	GOODMAN	5 TON CONDENSING UNIT	1	37.2	208V	1PH	60 AMPS	GSX160601FA	35.5	35.5	38.25	301 lbs	1.125"	0.375"				
															STRUCTURE			
															STEEL			
															WOOD			
															CONCRETE			

[illegible]

BUDGET

From: Cheney Brothers
Justin Couchman
2061 MLK Jr. Blvd.
Suite 200
Riviera Beach, FL 33404-7000
561-845-4700

Project: Palm Beach Shores Community Center
Budget
Steve Smith

THIS BUDGET WAS CREATED AS A TOOL OF SERVICE FOR THE OWNER/ARCHITECT TO ESTIMATE FUTURE COSTS FOR THE EQUIPMENT IN THE FOODSERVICE DESIGN DOCUMENTS. AT THIS TIME PRICES ARE CHANGING RAPIDLY AND CANNOT BE GUARANTEED FOR MORE THAN 30 DAYS. WE'VE DONE OUR BEST TO FACTOR IN TYPICAL ACCESSORIES, OPTIONS, AND INSTALLATION COSTS, TO PROVIDE AS ACCURATE A BUDGET AS POSSIBLE.

Item	Qty	Description	Sell	Sell Total
100/10 1	1 ea	EXHAUST SYSTEM	\$34,187.50	\$34,187.50
102	1 ea	CONVECTION OVEN, ELECTRIC	\$13,237.50	\$13,237.50
103	1 ea	HD RANGE, 36", 6 ROUND HOTPLATES	\$13,297.67	\$13,297.67
104	1 ea	HAND SINK	\$231.25	\$231.25
105	1 ea	UNDERCOUNTER REFRIGERATOR	\$3,736.30	\$3,736.30
106	1 ea	CUSTOM WORK TABLE	\$3,735.00	\$3,735.00
107	1 ea	HEATED LOW TEMP HOLDING CABINET	\$3,585.18	\$3,585.18
107.1	1 ea	HEATED LOW TEMP HOLDING CABINET	\$3,585.18	\$3,585.18
108	2 ea	SHELVING, WALL MOUNTED	\$372.94	\$745.88
109	1 ea	CUSTOM PREP TABLE W/ SINK	\$2,910.00	\$2,910.00
109A	1 ea	DECK MOUNT FAUCET	\$179.61	\$179.61
110	1 ea	REACH-IN REFRIGERATOR	\$6,959.49	\$6,959.49
111	4 ea	SHELVING, WALL MOUNTED	\$457.94	\$1,831.76
200	1 ea	THREE (3) COMPARTMENT SINK W/ PRE-RINSE FAUCET	\$2,929.23	\$2,929.23
200A	1 ea	PRE-RINSE FAUCET ASSEMBLY, WITH ADD ON FAUCET	\$546.70	\$546.70

Item	Qty	Description	Sell	Sell Total
201	2 ea	SHELVING, WALL MOUNTED	\$283.69	\$567.38
201.1	2 ea	SHELVING, WALL MOUNTED	\$283.69	\$567.38
202	1 ea	DISHWASHER, UNDERCOUNTER	\$7,051.97	\$7,051.97
203-205	1 ea	ICE MAKER, CUBE-STYLE W/ BIN AND FILTER	\$7,114.81	\$7,114.81
206	1 ea	REACH-IN FREEZER	\$6,404.83	\$6,404.83
300	1 ea	BACK BAR CABINET, REFRIGERATED	\$3,303.63	\$3,303.63
301/302	1 ea	ICE BIN W/ SPEED RAIL	\$1,315.53	\$1,315.53
303	1 ea	BLENDER STATION	\$1,083.94	\$1,083.94
304	1 ea	BOTTLE COOLER	\$2,652.74	\$2,652.74
305	1 ea	MILLWORK CABINETRY BY OTHERS		<By Others>
306	1 ea	BACKBAR HAND SINK BY OTHERS		<By Others>
307	1 ea	PASS THROUGH SHELF BY OTHERS		<By Others>
1000	1 ea	EQUIPMENT INSTALLATION	\$8,625.00	\$8,625.00
1001	1 ea	INSTALLATION OF EXHAUST HOOD SYSTEM	\$32,812.50	\$32,812.50
Total				\$163,197.96

RECIPROCAL DRIVEWAY EASEMENT AND SHARED PARKING AGREEMENT

THIS RECIPROCAL DRIVEWAY EASEMENT AND SHARED PARKING AGREEMENT ("Agreement") is made and entered into this 22nd day of July, 2022, by and among, Island Chapel, LLC, a Florida limited liability company having a principal address of 1100 East Blue Heron Blvd., Riviera Beach, Florida ("Island Chapel"), Buccaneer Unit A, LLC, a Florida limited liability company, having a principal address of 142 Lake Dr., Unit A, Palm Beach Shores, Florida ("Unit A"), and The Buccaneer Condominium Association of Palm Beach Shores, Inc., a Florida non-profit corporation, having a principal address of 142 Lake Drive, Palm Beach Shores, Florida ("The Buccaneer").

WITNESSETH:

WHEREAS, Island Chapel is the owner in fee simple of that certain real property and improvements located at 1100 East Blue Heron Boulevard in the City of Riviera Beach, Florida and more fully described on the Administrative Site Plan attached hereto as Exhibit "A" ("Island Chapel Property");

WHEREAS, Unit A is the owner in fee simple of that certain commercial condominium parcel located at 142 Lake Dr., Unit A, Palm Beach Shores, Florida and more fully described on the Final Site Plan attached hereto as Exhibit "B" ("The Buccaneer Property");

WHEREAS, The Buccaneer is the owner in fee simple of those certain common elements associated with the Buccaneer Condominium according to the Declaration of Condominium, recorded in Official Records Book 3237, Page 1645, as amended, of the Public Records of Palm Beach County and located at 142 Lake Dr., Palm Beach Shores, Florida and more fully described on the Final Site Plan attached hereto as Exhibit "B" ("The Buccaneer Property");

WHEREAS, the parties to this Agreement desire to create and grant an easement on, over, upon and across portions of each property (Island Chapel Property and The Buccaneer Property, collectively, the "Parcels") for purposes of vehicular and pedestrian ingress and egress to and from, and non-exclusive parking rights, and for all other uses expressly contemplated by this Agreement;

WHEREAS, the interested parties representing the Island Chapel Property and The Buccaneer Property are seeking approval from the City of Palm Beach Shores (the "City") for The Buccaneer Final Site Plan ("Approval" or "Site Plan") and the City is requiring the execution of this Agreement as a condition to the Approval and the issuance of permits.

1. Recitals. The above recitals are true and correct and are hereby made a part of and incorporated in this Agreement.

2. Granting of Easements

2.1 Cross Access Easement. The interested parties representing the Island Chapel Property and The Buccaneer Property hereby grant and convey non-exclusive, mutual cross access

easements for purposes of vehicular and pedestrian ingress and egress on, over, upon and across the areas identified on Exhibits A and B, respectively, (the Easement Areas). The Cross Access Easement is subject to the terms, conditions, restrictions and limitations set forth herein and in other recorded easements, reservations, rights-of-way, licenses, restrictions, conditions and limitations affecting the Easement Areas; provided, however, that the foregoing shall not unreasonably interfere with the easement rights under this Agreement. The Cross Access Easement is for the benefit of and is appurtenant to each of the Parcels, respectively, and may be used by the record title owner of each of the Parcels, respectively, and each of their respective successors, assigns, employees, contractors, agents, licensees, lessees under leases extending the use thereof to such lessees and other permittees (collectively the "Permitted Users") solely for the uses set forth herein (the "Permitted Uses") and for no other uses. Such Permitted Uses shall be for the benefit of the Parcels as now or hereafter improved, subdivided and/or developed.

2.2 Common Driveway Easement. The interested parties representing the Island Chapel Property and The Buccaneer Property hereby grant and convey non-exclusive, mutual common driveway easements for purposes of vehicular ingress and egress on, over, upon and across the areas defined in the Easement Areas.

2.3 Parking Easement. The interested parties representing the Island Chapel Property hereby grant and convey a non-exclusive, parking easement for use of all parking spaces within the areas defined in the Easement Area and associated only with the Island Chapel.

3. Maintenance of Easement Areas. Any construction of/on the Easement Areas shall be completed in a good and workmanlike manner free and clear of any construction liens and in full compliance with all present and future local, municipal, county, state and federal environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, rules, regulations, resolutions, requirements, standards, applications and directives, as well as all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing (collectively, the "Laws"). Each party shall maintain its respective Easement Areas, at its sole cost and expense.

4. Mutual Indemnities. Each party held by this Agreement will indemnify, defend and hold harmless the other for, from and against any and all claims suffered or incurred in connection with any alleged bodily injury or property damage arising out of use or enjoyment of the Easement Areas, unless caused by negligence or willful misconduct of the party to be indemnified.

5. Run with the Land. The covenants, conditions, restrictions, easements, and the other provisions of this Agreement shall run with and be appurtenant to each portion of the Island Chapel Property and The Buccaneer Property and shall be binding upon each portion of the Island Chapel Property and The Buccaneer Property as applicable.

6. Assignment. This Agreement involves the granting of an appurtenant easement for the benefit of the Parcels and which burdens the Easement Areas. Therefore, this Agreement and the benefits and/or burdens of the easements granted herein, as applicable, shall be automatically assigned (either in whole or in part, as applicable) to any person or entity to whom fee simple title to all or any portion of any of the Parcels and/or the Easement Areas are conveyed.

Notwithstanding anything else contained in this Agreement, upon any such assignment or partial assignment, the rights, duties, obligations and liability of the assignor shall automatically terminate, and the assignee shall be deemed to have assumed and be bound by the applicable duties, obligations and liability so assigned and shall be entitled to all the rights and benefits so assigned with respect to that portion of the Parcels and/or the Easement Areas conveyed. Whenever and wherever the term "successors and assigns" is used in this Agreement, it shall mean only those successors and assigns who acquire their interest by a conveyance of any portion of the Parcels and/or the Easement Areas in accordance with and subject to this Section. Notwithstanding, this Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by any other person, entity or party.

7. Counterparts. This Agreement may be executed in counterparts; each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

8. Governing Law. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Florida.

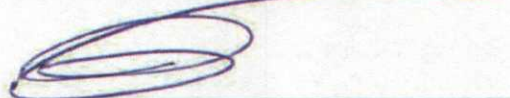
9. Waiver / Invalidity. Any failure to enforce any provision contained in this Agreement shall in no way be deemed a waiver of the right to do so thereafter. The invalidity, violation, abandonment or waiver of anyone or more of any of the provisions hereof shall not affect or impair the remaining portions of this Agreement.

10. Authority. By their execution hereof each person executing this Agreement hereby warrants that he or she has full power and authority to bind any corporation, partnership, trust, limited liability company, or other entity for which he or she purports to act hereunder.

[INTENTIONALLY LEFT BLANK]

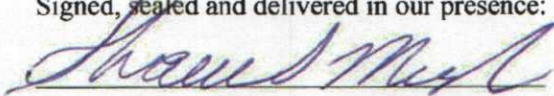
IN WITNESS WHEREOF, this Agreement has been made as of the above referenced date.

ISLAND CHAPEL, LLC

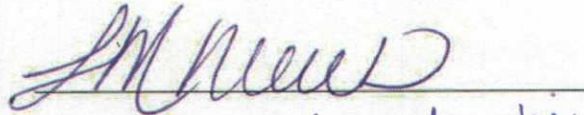

Benjamin K. Sharfi, Trustee, Manager

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:



Witness Printed Name: Shannon S. McCullough

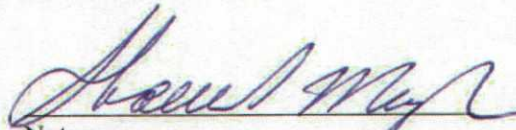


Witness Printed Name: Lourdes Nieves

STATE OF FLORIDA)
)
COUNTY OF MARTIN)
) SS:

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 22 July, 2022, by Benjamin K. Sharfi, Manager of Island Chapel, LLC, who [X] is personally known or [] has produced a driver's license as identification.




Notary

BUCCANEER UNIT A, LLC

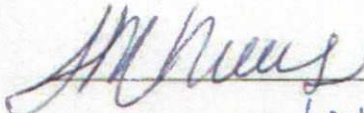
Joshua D. Miron, General Counsel

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:



Witness Printed Name: Shannon S. McCullough



Witness Printed Name: Lourdes Nieves


STATE OF FLORIDA)

SS:

COUNTY OF MARTIN)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 22 July, 2022, by Joshua D. Miron, General Counsel of Buccaneer Unit A, LLC, who [X] is personally known or [] has produced a driver's license as identification.




Notary

THE BUCCANEER CONDOMINIUM ASSOCIATION OF PALM BEACH SHORES, INC.

Kevin Kryzda
Kevin Kryzda, Vice President

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Shannon S. McCullough

Louder Nueve

Witness Printed Name: Shannon S. McCullough Witness Printed Name: Louder Nueve

STATE OF FLORIDA)

SS:

COUNTY OF MARTIN)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 22 July, 2022, by Kevin K. Kryzda, Vice President of The Buccaneer Condominium Association of Palm Beach Shores, Inc., who [X] is personally known or [] has produced a driver's license as identification.



Shannon S. McCullough
Notary

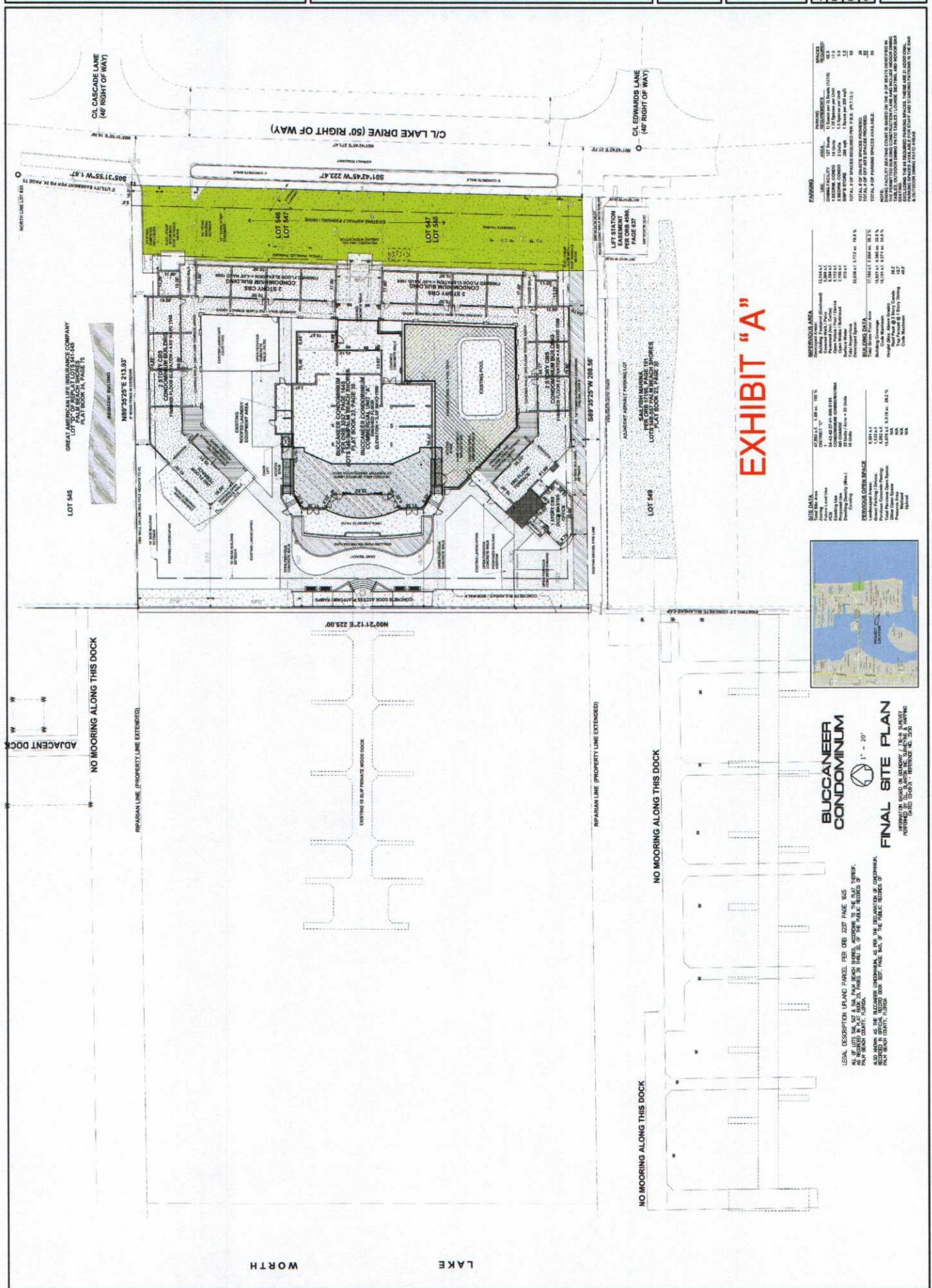


EXHIBIT "A"

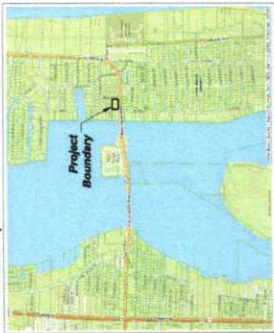
**BUCCANEER
CONDOMINIUM**

FINAL SITE PLAN

LEGAL DESCRIPTION UPLAND PARCEL PER DBF 3227 PAGE 605
ALL OF LOTS 5A, 5B, 5C & 5D, PALM BEACH SPURS, ACCORDING TO THE PLAT THEREOF,
AS SHOWN ON PLAT 2A, PAGES 28 AND 29 OF THE PUBLIC RECORDS OF
PALM BEACH COUNTY, FLORIDA.

ALSO KNOWN AS THE BUCKNER UNDEVELOPED, AS PER THE DECLARATION OF CONDOMINIUM
AS SHOWN ON PLAT 2A, PAGES 28 AND 29 OF THE PUBLIC RECORDS OF
PALM BEACH COUNTY, FLORIDA.

Location Map



Development Team

ISLAND CHAPEL LLC
73 N. SEWALLS POINT RD.
STUART, FLORIDA 34996
(772) 224-6002

GRANFIELD ARCHITECTS
1801 NE JENSEN BEACH BLVD.
STUART, FLORIDA 34987
(772) 224-6002

CALVERT MONTGOMERY & ASSOCIATES, INC.
100 EAST BLUE HERON BLVD. 6333
PALM CITY, FLORIDA 34980
(772) 224-6181

WANNER SURVEYING, INC.
2000 W. US HWY 1
PALM CITY, FLORIDA 34980
(772) 224-6181

Legal Description

Lot 516, 518, 517 and 518, PALM BEACH SHORES, according to the Plat thereof, as recorded in Plat Book 23, Page 28, Public Records of Palm Beach County, Florida.

Notes

Base information for this project was obtained from survey prepared by Kanner Surveying, Inc. dated 3/18/2020.

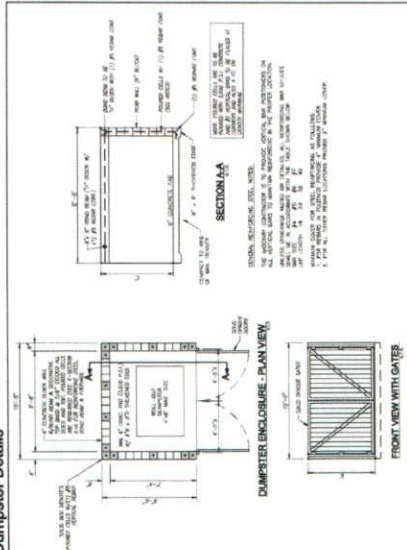
Legend

- CONCRETE
- CONCRETE AC/PAD
- CATCH BASIN
- LIGHT POLE ELECTRICAL BOX
- LIGHT POLE
- PLANTER
- POWER POLE

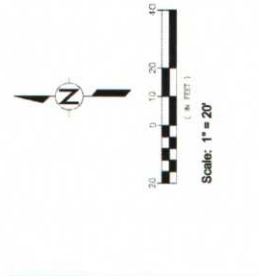
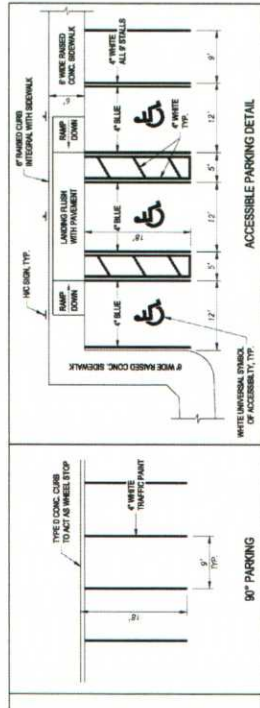
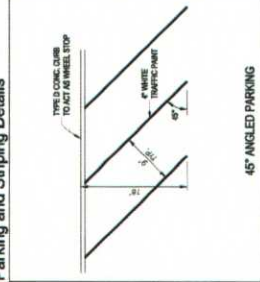
Site Data

Project Name: Buccanear Credit Union
Application No.: DMU
Future Land Use: Downtown General
Sec. Type, Rgn: 43, 42, 27
Property Control No.: 56-43-42-27-04-000-5150
Traffic Analysis Zone: COM2
Existing Use: 78
Impervious Area: 3,112 s.f.
Building: 25,377 s.f.
Pavement / Walks: 25,377 s.f.
Peniculus Area: 9,875 s.f.
Open Space: 0.08 ac. 38,274 s.f.
Total Site Area: 3,112 s.f.
Floor Area Ratio (FAR): 8.1 %
Floor Area Ratio (FAR): 12 ±
Number of Stories: 13
Building Height: 60 Spaces
Parking Required: 1 Space / 250 s.f.
Parking Proposed: 3
Handicapped Parking Required: 3
Handicapped Parking Proposed: 0
Loading Required: 0

Dumpster Details



Parking and Striping Details



Development Regulations

ZONING DISTRICT	CODE	MINIMUM LOT DIMENSIONS				DOWNTOWN GENERAL PROPERTY DEVELOPMENT REQUIREMENTS				SETBACK / SEPARATIONS			
		SIZE	WIDTH	DEPTH	FRONTAGE	MAX. FAR	MAX. BLDG. COVERAGE	MIN. OPEN SPACE	MIN. SETBACK	FRONT	REAR	SIDE	CORNER
DOWNTOWN GENERAL	2300 SF (0.04 AC.)	20 FT	NA	NA	NA	2.0	80 %	NA	10' / 15'	0	10'	10'	10'
DOWNTOWN GENERAL	36,274 SF (0.83 AC.)	20 FT	NA	NA	NA	0.08	6.1 %	25.8 %	65.9'	NA	65.4'	NA	36.1'

EXHIBIT "B"

Administrative Site Plan SP-1

Amendment Stamp

Zoning Stamp

100 EAST BLUE HERON BLVD., RIVERA BEACH, FLORIDA

BUCCANEER CREDIT UNION

SITEWORK IMPROVEMENT PLANS FOR

ADMINISTRATIVE SITE PLAN SP-1

NO. 100 EAST BLUE HERON BLVD., RIVERA BEACH, FLORIDA 33413

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DATE: 03/30/20

**INTERLOCAL AGREEMENT
FOR SPECIFIED FIRE PREVENTION SERVICES
BETWEEN PALM BEACH COUNTY AND THE TOWN OF PALM BEACH SHORES**

THIS INTERLOCAL AGREEMENT FOR SPECIFIED FIRE PREVENTION SERVICES

(the "Agreement") is made and entered into on _____, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (hereinafter the "County"), by and through its Board of County Commissioners, and the TOWN OF PALM BEACH SHORES, a Florida municipal corporation located in Palm Beach County, Florida (hereinafter the "Town").

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their power by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the parties mutually desire the County to provide certain specified services, including fire inspections and new construction plans review and inspections, on applicable buildings and structures located within the incorporated boundaries of the Town in accordance with the Florida Fire Prevention Code (the "Fire Prevention Services"); and

WHEREAS, the Town and County desire to enter into this Agreement for Fire Prevention Services as the County can provide the Fire Prevention Services efficiently, to the benefit of both the County and the Town.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein and the benefits following from each to the other, the County and the Town do hereby agree as follows:

SECTION 1. INCORPORATION OF FACTS

The facts set forth above and the preambles to this Agreement are true and correct.

SECTION 2. PURPOSE

The purpose of this Agreement is to establish the parties' rights and obligations regarding the provision of the Fire Prevention Services within the Town, by the County. To facilitate the purposes of this Agreement, the Town shall cooperate with and assist the County so as to insure that the Fire Prevention Services provided by County are coordinated with other municipal services provided by the Town, and that complaints and/or inquiries regarding the County's performance and the Fire Prevention Services delivered hereunder are appropriately addressed.

In performing the Fire Prevention Services within the Town pursuant to this Agreement, the County shall be an independent contractor for the Town, and not an employee, agent or servant of the Town. All persons engaged in the Fire Prevention Services performed by the County hereunder shall at all times, and in all places, be subject to the County's sole direction, supervision and control.

The services provided by the County under this Agreement are provided as a contractual service to the Town. The Town shall remain the Authority Having Jurisdiction and shall remain responsible for Fire Code enforcement within the Town.

SECTION 3. SERVICES TO BE PROVIDED BY COUNTY

3.1 Annual Inspections. The County shall conduct existing and occupational license fire inspections on inspectable buildings and structures located within the incorporated boundaries of the Town in accordance with the Florida Fire Prevention Code (as may be hereinafter referred to as the "Fire Code"), all as may be amended from time to time. The County intends that inspections in the Town shall take place on an annual basis.

3.1.1 Re-Inspections. Other than inspections that present hazardous conditions, as determined by the Fire Marshall, the County will conduct ☒ (X) re-inspections before referring the case to the Town Fire Chief for Fire Code enforcement.

Commented [NR1]: The Town to determine how many times we re-inspect

3.2 Inspectable Properties. The list of inspectable properties in the Town is attached as **Exhibit "A"** attached hereto. If inspectable properties are added or deleted, Town shall promptly provide County with written notice of the updated list.

3.3 Inspection Report and Hazardous Conditions. The County shall provide the Town completed inspection reports on a monthly basis; however, the County shall promptly notify the Town of any hazardous condition that presents an imminent danger as defined by the Fire Code.

Reports shall be sent to the Town via email to: _____.

Hazardous condition reports shall be emailed to the Town Fire Chief to: _____.

3.4 New Construction. The County shall provide new construction plans review and new construction inspections. Not less than 90% of all plans submitted to the County shall be reviewed and returned to the Town within fourteen (14) working days after receipt by the County.

SECTION 4. PAYMENTS

The County shall invoice the Town on a monthly basis for the Fire Prevention Services provided in accordance with the terms of this Agreement. Payment shall be due within thirty (30) days. Fees will be calculated in accordance with the Fee Schedule, which may be amended by the County from time to time. The current Fee Schedule is attached hereto as **Exhibit “B”**.

The Town shall be responsible for payment for the Fire Prevention Services in accordance with this Agreement regardless of whether the Town collects payment from the entity that requested the Fire Prevention Services.

SECTION 5. EMPLOYEE CLAIMS, BENEFITS, ETC.

No employee, officer, or agent of either party shall, in connection with this Agreement or the performance of services and functions hereunder, have a right to or claim any pension, workers' compensation, unemployment compensation, civil service, or other employee rights, privileges, or benefits granted by operation of law or otherwise except through and against the entity by whom they are employed. No employee of either party shall be deemed the employee of the other, for any purpose whatsoever. Neither party is authorized to make or enter into any contract, agreement, or warranty for or on behalf of the other, unless the parties to this Agreement have entered into a written agreement expressly authorizing such.

SECTION 6. REPRESENTATIVE AND CONTRACT MONITOR

The County representative and contract monitor during the performance of this Agreement shall be the County Fire Rescue Administrator, whose telephone number is (561) 616-7001. The Town representative and contract monitor during the performance of this Agreement shall be the Town Fire Chief, whose telephone number is (561) 844-4807.

SECTION 7. EMPLOYEE FUNCTIONS

No employee of either party to this Agreement shall perform any function, or service which is not within the employee's scope of duties as defined or determined by the employee's employer.

SECTION 8. NO ASSUMPTION OF LIABILITY

Neither party to this Agreement nor their respective officers or employees shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other. Further, nothing herein shall be construed as a waiver of sovereign immunity.

SECTION 9. INSURANCE

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

The County acknowledges to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute, Chapter 440.

When requested, the County agrees to provide a Certificate of Insurance evidencing self-insurance and/or sovereign immunity status, which the Town agrees to recognize as acceptable for the above mentioned coverages.

SECTION 10. EFFECTIVE DATE AND TERM

10.1 Initial term. The initial term of this agreement is for three (3) years, and shall commence immediately upon execution of this Agreement.

10.2 Renewals. This Agreement may be renewed for two (2) additional terms of three (3) years each. At least eight (8) months prior to the expiration of this Agreement's term, the Town shall provide the County with a request to renew this Agreement. If agreed upon by the parties, the County shall process an Amendment to this Agreement which shall be executed by both the Town and the County

SECTION 11. NOTICE OF TERMINATION

This Agreement may be terminated (i) for any reason or for no reason by written mutual consent of both parties; or, (ii) by either party without cause upon ninety (90) days advance written notice to the other party of desire to terminate, and without any recourse or recovery against the terminating party due to such termination; or (iii) by either party with cause upon 30 days written notice to the other party.

SECTION 12. ASSIGNMENT OF RIGHTS

Neither party shall assign, transfer or convey, in whole or in part, its rights, duties, or obligations without the prior written consent of the other.

SECTION 13. MODIFICATION AND AMENDMENT

No modification, amendment, or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

SECTION 14. NONDISCRIMINATION

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Town warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

SECTION 15. ANNUAL APPROPRIATIONS

Each party's performance and obligations under this Agreement are contingent upon an annual budgetary appropriation by its respective governing body for the purposes hereunder.

SECTION 16. RECORDS

Each party shall maintain all records pertaining to the services performed under this Agreement for a period of at least five (5) years after the expiration or termination of this Agreement; provided however that upon the expiration or termination of this Agreement, the County shall turn over to the Town all the County's technical records directly relating to the County's inspection and/or plan review services on applicable buildings and structures located within the incorporated boundaries of the Town. The Town shall then become the official custodian of these records. As custodian of these records, the Town shall maintain the records in accordance with Florida's public records law and until at least five years after expiration or termination of this Agreement. The County shall keep a copy of all such records for this same time period.

SECTION 17. RIGHT TO AUDIT

Each party, at its own expense, shall have the right to examine the other party's books, data, records and invoices directly or indirectly related to this Agreement upon reasonable notice, time and place.

SECTION 18. JOINT PREPARATION

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely or as a matter of judicial constraint, be construed more severely against one of the parties than the other.

SECTION 19. REMEDIES

This Agreement shall be construed by and governed by the laws of the State of Florida. Any and

all legal action necessary to enforce the Agreement shall be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 20. NOTICE OF SUITS

Each party agrees to notify the other of any claim, or the initiation of any legal proceeding against it, which relates in any manner to the services provided under this Agreement. Each party will cooperate with the other in the defense of any suit or action arising out of, or related to, the services rendered under this Agreement.

SECTION 21. NOTICES

All notices, consents, approvals, and elections (collectively, “notices”) to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by messenger, courier services, or national overnight delivery service (provided in each case a receipt is obtained), or on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 5 P.M. on a business day and on the next business day if transmitted after 5 P.M. or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

Palm Beach County Fire Rescue
Attn: Fire Rescue Administrator
405 Pike Road
West Palm Beach, FL 33411

with a copy to:

Palm Beach County Attorney’s Office
Attn: Fire Rescue Attorney
301 North Olive Avenue, Suite 601

West Palm Beach, FL 33401
Telephone 561-355-2225
Fax 561-355-4398

(b) If to the Town at:

Palm Beach Shores Fire Rescue
Attn: Fire Chief
247 Edwards lane
West Palm Beach, FL 33404

Any party may from time to time change the address to which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

SECTION 22. CAPTIONS

The captions and section appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement

SECTION 23. FILING

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

SECTION 24. DELEGATION OF DUTY

This Agreement is an Interlocal agreement for the provision of services, as authorized by Section 163.01, Florida Statutes, and shall not in any way or manner whatsoever be deemed to constitute a transfer of powers or functions. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or town officers.

SECTION 25. SEVERABILITY

In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

SECTION 26. SURVIVABILITY

Any provision of this Agreement that is of a continuing nature, or which by its language or nature imposes an obligation or right that extends beyond the term of this Agreement, shall survive the expiration or earlier termination of this Agreement.

SECTION 27. CONFLICT RESOLUTION

Any dispute or conflict between the parties that arises from the provision of services under this Agreement shall be presented in writing to respective Contract Monitors. The Contract Monitors shall then meet to discuss the disputed issues and attempt in good faith to resolve the dispute or conflict prior to either party initiating the intergovernmental conflict resolution process provided for by Chapter 164, Florida Statutes.

SECTION 28. NO THIRD PARTY BENEFICIARY

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizens or employees of the County and/or Town.

SECTION 29. FORCE MAJEURE

County shall not be deemed in default or in breach of this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any strike, lockout, civil commotion, war-like operation, natural disaster, invasion, rebellion, pandemic, military power, sabotage, government regulations or controls over which County has no amendatory powers, inability to obtain any material, utilities, service or financing, through Acts of God or other cause beyond the reasonable control of the County. Further, the Town specifically acknowledges that the County shall have no liability whatsoever for any damages or injuries due to a Force Majeure.

SECTION 30. WAIVER OF PERFORMANCE

Failure(s) to insist on strict performance of any covenant, condition, or provision of this Agreement by a party, its successors and assigns, shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this Agreement. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

SECTION 31. ENTIRETY OF AGREEMENT

This Agreement represents the entire understanding of the parties and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement. This Agreement may not be assigned by the Town without the County's prior written consent.

SECTION 32. OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. To the extent permitted by law, the Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Town, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

SECTION 33. E-VERIFY – EMPLOYMENT ELIGIBILITY

Each party warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. Each party has registered with and uses, and shall continue to use, the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired employees. If either party has a good faith belief that the other party has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, said party shall terminate this Agreement with the violating party.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the undersigned parties have caused these presents to be signed by their duly authorized officers on the day and year first written above.

ATTEST:
JOSEPH ABRUZZO
Clerk of the Circuit Court
& Comptroller

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Robert S. Weinroth, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

By: _____
Fire Rescue

ATTEST:

TOWN OF PALM BEACH SHORES, FLORIDA

By: _____
Jude Goudreau, Town Clerk

By: _____
Alan Fiers, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
Keith Davis, Town Attorney

By: _____
Trevor Steedman, Fire Chief

EXHIBIT "A"
INSPECTABLE PROPERTIES

Commented [NR2]: Town to provide the list of inspectable properties

DRAFT

**EXHIBIT “B”
FEE SCHEDULE**

Palm Beach Shores - Fee Schedule	
Section I, Plan Review Fees	
A. Plan Review Fees, based on the Valuation of the Proposed Work as follows:	Fee
1. \$0 - \$10,000	1% total valuation of \$10,000 with a minimum fee of \$100
2. \$10,001 - \$300,000	\$100 for the 1st \$10,000 plus 0.5% of the balance of the value
3. \$300,001 - \$600,000	\$1,550 for the 1st \$300,000 plus 0.25% of the balance of the value
4. \$600,001 - \$1,000,000	\$2,300 for the 1st \$600,000 plus 0.125% of the balance of the value
5. Greater than \$1,000,001	\$2,800 for the 1st \$1Million plus 0.1% of the balance of the value
B. Plan Review Fee Examples with Estimated Valuations of:	
1. \$10,000 and under	\$100
2. \$100,000	\$550
3. \$200,000	\$1,050
4. \$300,000	\$1,550
5. \$400,000	\$1,800
6. \$500,000	\$2,050
7. \$600,000	\$2,300
8. \$700,000	\$2,425
9. \$800,000	\$2,550
10. \$900,000	\$2,675
11. \$1,000,000	\$2,800
12. \$1,100,000	\$2,900
13. \$1,200,000	\$3,000
14. \$2,000,000	\$3,800
15. \$2,100,000	\$3,900
C. Plan Revisions	
1. Minor Revision, Pre-Permit	\$0
1a. Minor beyond first, Pre-Permit	10% of original fee
2. Major Revision, Pre-Permit	25% of original fee
3. Revision, Post Permit	\$10/page min \$20

4. Re-stamp	\$2.50/page min \$10
5. Invalid Permit	30%
D. Plan Review Fees, Other	
1. Design Review	Greater of \$250 or \$2.50/Page, paid in advance, no refunds
2. Civil Drawing / Site Plans)	\$500
3. Annual Facility Plan Review	\$1,500
4. Expedited Plan Review fee - A written request for an expedited plan review based on a specific need of the customer such as potential employee layoff, financial hardship, and time constraints. The AHJ or their designee shall have the sole authority to approve or deny the request, subject to the availability of personnel.	\$125/3-hour min + original review fee
5. Emergency Management Plans Review	\$110
E. Refunds	50% of Fee Collected
Section II, Construction Related Fees	
A. Fire Department Water Supply for the determination of adequacy of water supply, distance to closest fire station, and/or any other pertinent insurance information	\$100
B. Water Flow Tests, Wet	\$300
C. Completion Agreement, fee assessed for each incomplete code item at the time of execution of the completion agreement	\$250
D. Failure to obtain a permit	4X Original Fee
E. Re-inspection fee starting with the first re-inspection and all subsequent re-inspections associated with uncorrected violations	\$100
F. Business Tax / Occupational License Inspection (Commercial)	\$100
G. After Hours Inspection/per inspector - a written request for a construction related inspection completed outside of normal Monday through Friday hours of operations of the Fire Safety Specialist. The request must state the need. The AHJ or their designee shall have the sole authority to approve the request, subject to the availability of personnel.	\$125/3-hour min
H. Temporary Structures	\$100.00
Section III, Annual Inspections	
A. Assembly with the following Occupant Loads	
1) 50 - 299	\$137.50

2) 300 - 1,000	\$187.50
3) 1,001 - 5,000	\$250.00
4) 5,001 and greater	\$312.50
B. Educational Schools , Day Cares, Residential Board and Care, Health Care / Hospitals / Nursing Homes / Ambulatory Health Care, Etc. with the following square footage	
1) Under 5,000	\$100.00
2) 5001 - 15,000	\$125.00
3) 15,001 - 30,000	\$187.50
4) 30,001 - 100,000	\$250.00
5) 100,001 - 200,000	\$312.50
6) 200,001 - 500,000	\$375.00
7) 500,001 and greater	\$437.50
C. Mercantile / Business and Storage with the following square footage	
1) Under 5,000 - 15,000	\$100.00
2) 15,001 - 30,000	\$125.00
3) 30,001 - 100,000	\$156.25
4) 100,001 - 200,000	\$187.50
5) 200,001 - 500,000	\$218.75
6) 500,001 and greater	\$250.00
CI. Multi-Family Residential, Lodging / Rooming Houses / Hotel / Motel	
1) Single Story	\$100.00
2) Two-Story	\$200
3) Three-Story	\$300
4) 4-5 Stories	\$400
5) 6 or > Stories	\$500
CII. Re-inspection Fee - shall be assessed starting with the first re-inspection. Each subsequent re-inspection shall be increased by \$25.00. After the fourth re-inspection, fees will increase to \$200.00 thereafter.	1st -\$100 2nd-\$125 3rd-\$150 4th-\$175 5th-\$200
Section IV, Other Fees	
A. Unscheduled Inspections	\$300
B. Unproductive Inspection Fee	\$100

November

2022

Commission Meetings



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
6	7	8	9	10	11 Veteran's Day Holiday	12
13	14 Commission Workshop 7pm	15	16	17	18	19
20	21	22	23	24 Thanksgiving Day Holiday	25 Day After Thanksgiving Holiday	26
27	28 Commission Meeting 7pm	29	30			

December

2022

Commission Meetings



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6	7	8	9	10
11	12 Commission Meeting 7 pm	13	14	15	16	17
18 Hanukkah begins	19	20	21	22	23 Christmas Eve Holiday	24 Christmas Eve
25 Christmas Day	26 Christmas Day Holiday	27	28	29	30	31 New Year's Eve