Regular Commission Meeting Agenda Monday, April 22, 2024



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

#### Mayor Alan Fiers Vice Mayor -Tracy Larcher

Commissioner Steven Smith Commissioner Roby DeReuil Commissioner Kathleen McGahran Town Treasurer Darlene Hopper Town Attorney Keith Davis Town Clerk Jude M. Goudreau

PLEASE NOTE: THIS MEETING IS ALSO CONDUCTED USING COMMUNICATION MEDIA TECHNOLOGY Meeting link:

https://townofpalmbeachshores.my.webex.com/townofpalmbeachshores.my/j.php?MTID=m5f450ff2dd1 858c5ae4a8912eb1fd803 Meeting number: 2630 773 0621 Password: 0422 Join by phone +1-408-418-9388 United States Toll Access code: 263 077 30621

# AGENDA

(click Icon to view backup material)

#### 1) CALL TO ORDER

- o Pledge of Allegiance
- Roll Call

#### 2) APPROVAL OF MEETING AGENDA

(Additions, substitutions, deletions)

#### 3) APPROVAL OF CONSENT AGENDA

- Reorganization Meeting Minutes, March 25, 2024
- Commission Meeting Minutes, March 25, 2024<sup>™</sup>
- Updated State of Florida SMAA Agreement (R-4-24)
- Annual Update Impact Fees

## 4) SPECIAL EXPECTION:

• **SE24-01**, Buccaneer Unit A LLC, as Owner of 142 Lake Drive A, request Special Exception Use Approval to allow for a "Marina" to operate on the property located within Zoning District C.

#### 5) AGREEMENTS:

- Cleaning
- o Trees⊄
- o Roof∕ ⊂
- Building Official
- Fire Inspections

#### 6) **DISCUSSION ITEMS:**

- May 27, 2024, Commission Meeting (Falls on Federal Holiday)
- o Vacation Rental Fees, Software, etc. (Vice Mayor Larcher)

#### 7) ORDINANCES:

#### ORDINANCE 0-1-24 Second Reading

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, AMENDING THE CODE OF ORDINANCES AT APPENDIX A. ZONING ORDINANCE. TO REVISE THE DEFINITION OF THE TERM "FAMILY" AND AT CHAPTER 18. BUSINESSES, OCCUPATIONS AND PROFESSIONS. TO ADD AN ENTIRELY NEW ARTICLE IV. "VACATION RENTALS." CREATING NEW SECTIONS 18-52 THROUGH 18 58 TO PROVIDE VACATION RENTAL USE REGULATIONS FOR VACATION RENTALS OPERATING WITHIN THE TOWN; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF APPENDIX A AND CHAPTER 18 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.

#### ○ ORDINANCE NO. 0-7-23 Second Reading

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, AMENDING APPENDIX A – ZONING ORDINANCE., SECTION IX – WALLS, FENCES AND HEDGES. AT PF. 9.2. – LIMITATIONS. TO ESTABLISH A MAXIMUM RETAINING WALL HEIGHT AND REVISE THE POINT OF MEASUREMENT FOR MEASURING FENCES WHERE UNEVEN GRADES EXIST AT THE COMMON PROPERTY LINE; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

#### 8) DEPARTMENT AND BOARD REPORTS:

#### Financial Reports:

- Vote: March 2024 Fiscal Report- Darlene Hopper
- Mid-Year Projections
- Resolution R -10- 24 Budget Amendment #2

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, PALM BEACH COUNTY, FLORIDA, AMENDING ITS OPERATING BUDGET FOR FISCAL YEAR 2023/2024 IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF BUDGET RESOLUTION NO. R-11-23; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

#### Staff Reports:

- Sheriff's Department- Sgt. Langevin
- Fire Department-Chief Steedman
- Public Works-Director Alan Welch
- Town Clerk- Jude Goudreau
- Planning and Zoning Chairman Janet Kortenhaus
- o Town Attorney- Attorney Keith Davis

#### 9) COMMISSION REPORTS:

#### **Mayor Fiers**

- o AT&T
- o Seaspray

#### 10) PUBLIC COMMENTS:

You must state your name for the record. Limit, 3 minutes per speaker, one time per topic.

#### 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, March 25, 2024 At 7 P.M.



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

#### Mayor Alan Fiers Vice Mayor Tracy Larcher

Commissioner Steven Smith Commissioner Roby DeReuil Commissioner- Elect Kathleen McGahran

Town Attorney Keith Davis Town Treasurer Darlene Hopper Town Clerk Jude M. Goudreau

#### Minutes Reorganization Meeting

# CALL TO ORDER

Mayor Fiers called the meeting to order at 7:00 P.M. Those present were Vice Mayor Tracy Larcher, Commissioner Steven Smith, Commissioner Roby DeReuil, and Commissioner- Elect Kathleen McGahran. Also, in attendance were Town Treasurer Darlene Hopper, PBSO Sgt. Steve Langevin, Fire Chief Trevor Steedman, Public Works Director Alan Welch, and Town Attorney Keith Davis.

### **SWEARING IN CEREMONY**

Swearing in of Commissioners: Mayor Alan Fiers, Commissioners Steven Smith and Kathleen McGahran were all sworn in by the Town Clerk.

# **RESOLUTIONS:**

# Resolution R-7-24-Appoint Vice Mayor.

**Motion**: Commissioner Kathleen McGahran made a motion to nominate Tracy Larcher as Vice Mayor **Second**: Commissioner Steven Smith seconded the motion. Motion Passed 5-0.

# Resolution R-8-24-Appoint Clerk and Treasurer.

**Motion** Commissioner Steven Smith made a motion to appoint Jude M. Goudreau to the Clerk's position and Darlene Hopper as Town Treasurer.

Second: Commissioner Kathleen McGahran seconded the motion. Motion Passed 5-0.

# **Resolution R-9-24- Appoint Planning and Zoning Board**

The following people submitted their intent to serve on the Planning and Zoning Board: Kevin Banks, Tony Lembo, Weston Gracida, Anastasia Stogiannis-Karloutsos, and Janet Kortenhaus, as regular members.

**Motion:** Commissioner Kathleen McGahran made a motion to appoint the Planning and Zoning members.

**Second:** Vice Mayor Tracy Larcher seconded the motion. Motion passed 5-0.

# **OTHER APPOINTMENTS**

Appoint a commissioner to serve on DRC as Chairperson for a 1-year term.

Appoint a Resident member to DRC for a 1-year term.

**Motion:** Vice Mayor Tracy Larcher made a motion to appoint Mayor Fiers as the Commissioner to serve on the DRC Board.

Second: Commissioner Steven Smith seconded the motion. Motion passed 5-0.

Mayor Fiers recommended Bob Stanton as Resident Member of the DRC Board.

#### LEGAL UPDATE BY TOWN ATTORNEY

Attorney Keith Davis presented Commission with a legal update (attached). Attorney Davis provided information representing the most important and directly applicable legal and ethical items for Town Commission to follow as the serve.

## **ADJOURNMENT:**

**Motion:** Commissioner Kathleen McGahran made a motion to adjourn the meeting. **Second:** Commissioner Roby DeReuil seconded the Motion. **Vote:** Motion passed 5-0.

The meeting was adjourned at 7:38 P.M.

Approved this <u>22</u> Day of April 2024.

ATTEST:

Alan Fiers, Mayor

Jude M. Goudreau, Town Clerk

(Seal)



#### **Mayor Alan Fiers** Vice Mayor - Tracy Larcher

Commissioner Kathleen McGahran **Commissioner Steven Smith Commissioner Roby DeReuil** 

Town Attorney Keith Davis Town Treasurer Darlene Hopper Town Clerk Jude M. Goudreau

# **Regular Commission Meeting Minutes**

Mayor Fiers called the meeting to order at 7:38 p.m. Those present were Mayor Alan Fiers, Vice Mayor Tracy Larcher, Commissioner Steven Smith, Commissioner Roby DeReuil, Commissioner Kathleen McGahran. Town Treasurer Darlene Hopper, Town Attorney Keith Davis, PBSO Sgt. Steve Langevin, Public Works Director Alan Welch, and Fire Chief Trevor Steedman.

# **APPROVAL OF AGENDA**

Motion: Commissioner Steven Smith made a motion to approve the agenda. Second: Commissioner Roby DeReuil seconded the Motion. Vote: Motion passed 4-0

# **APPROVAL OF CONSENT AGENDA**

Commission Meeting Minutes February 26, 2024.

# **GUEST SPEAKER**

Senator Powell outlined the various critical pieces of legislation passed by the legislature this year. Two topics for discussion: HB 1365 Unauthorized Camping and Public Sleeping Lawmakers passed a controversial plan that would bar cities and counties from allowing homeless people to sleep at public buildings and in rights of way. Local governments could designate sites for sleeping or camping if they meet certain standards. SB 280 Vacation Rentals, a bill regulating short-term vacation rental platforms like Airbnb and Vrbo, which preempts regulation to the State while local governments could have registration programs. The Bill says that the maximum overnight occupancy of a vacation rental cannot exceed two persons per bedroom, plus an additional two persons in one common area, or more than two persons per bedroom if at least 50 square feet per person, plus an additional two persons in one common area, whichever is greater. The Town is in the process of passing an ordinance to require registration as well as a short-term rental license.

Senator Powell said that nothing was done about the rising home insurance rates.

Senator Powell answered questions from the Commissioners and Public: Vice Mayor Larcher asked about SB 280, that the Town is in the process of passing an Ordinance, and would this Ordinance be preempted by the State even if we passed it before the Governor signs the Bill. Senator Powell replied that yes, it would be preemptive. Mayor Fiers asked about the critical Dredging Project funding and if the Senator has any advice on getting the funding approved this year. Senator Powell suggested calling the Governor, having the marine industry call the Governor, and providing any and all information possible. DISCUSSION:

Regarding Ordinance O-1-24: Vice Mayor Larcher provided a review of the pricing from Granicus, the company that did a presentation at the last meeting and gave an overview of what their program offers and how it works. The town is looking at Four specific modules; Address identification, a 24/7 Hotline, Code Compliance Monitoring, and Open form teams' licenses. The address identification uses over seventy sites to identify properties that are renting their home for a short period of time, and the hotline would be for complaints from neighbors, and owners would be able to register their properties online. Granicus identified one hundred and sixty-eight properties in the Town; Vice Mayor Larcher said there

are between fifteen and twenty hours per every one hundred and fifty properties that municipalities spend on short-term rentals, and essentially, the program is forecasted to pay for itself. Vice Mayor Larcher suggested we charge a fee based on the number of bedrooms versus a flat fee. Mayor Fiers is in favor of the program and said it is exactly what we're looking for, but he also said that he feels they shouldn't make a decision right away because some changes are occurring in the next couple of weeks that may provide some additional help with the short-term rentals. Commissioner Smith echoed the mayor's comments and would like to see a demo from another company. A brief discussion ensued regarding short-term rentals versus hotels and motels, code enforcement, and staff time. The Consensus of the Commission is that they would like another presentation from another company. Attorney Davis commented that following the Town's procurement policy, we must obtain another quote for the services.

**Public Comments:** Mark Ward pointed out that the majority of the people support this initiative, but he is concerned that with the Senate Bill's passing, the Town could be sued. Dawn Larcher commented that she feels the short-term rentals are devaluing the properties; she lives near five of these properties, trash is left out, parking is a problem, and it's a nuisance. Jan Peterson commented that she also lives next to one, and it's been a nuisance, and someone died in the yard behind theirs.

#### **ORDINANCES:**

#### **ORDINANCE O-1-24 Second Reading**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, AMENDING THE CODE OF ORDINANCES AT APPENDIX A. ZONING ORDINANCE. TO REVISE THE DEFINITION OF THE TERM "FAMILY" AND AT CHAPTER 18. BUSINESSES, OCCUPATIONS AND PROFESSIONS. TO ADD AN ENTIRELY NEW ARTICLE IV. "VACATION RENTALS." CREATING NEW SECTIONS 18-52 THROUGH 18 58 TO PROVIDE VACATION RENTAL USE REGULATIONS FOR VACATION RENTALS OPERATING WITHIN THE TOWN; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF APPENDIX A AND CHAPTER 18 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.

Attorney Davis read the Ordinance by title only and made recommendations to the Commission regarding updating some text to the Ordinance based on State law. Attorney Davis reviewed each change with the Commissioners and answered their questions. Mayor Fiers asked if the changes were substantial and if the Ordinance needed to go back to LPA; attorney Davis replied no because the edits were not substantial and did not change the content or title, and they could proceed with the second reading. Vice Mayor Larcher questioned if the Ordinance would be preempted by SB 280; there was a discussion regarding the Ordinance versus the SB280 text and statutes. By Consensus, the Commission would like to table this Ordinance for further consideration. Attorney Davis advised that they could table this Ordinance with a time certain and date for second reading without having to readvertise the Ordinance. Attorney Davis will make the edits and present a clean copy with comments and a business impact statement required by law to the Commission before the next meeting.

By Consensus, the second reading of Ordinance O-1-24 was adjourned until April 8, 2024, at 7 p.m., a special meeting following the Commission Workshop.

#### **ORDINANCE NO. O-8-23- Second Reading**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, AMENDING CHAPTER 62. STREETS, SIDEWALKS AND OTHER PUBLIC PLACES., ARTICLE I. IN GENERAL. BY ADDING AN ENTIRELY NEW SECTION 62-4. TO BE TITLED "REQUIREMENTS FOR DISTURBING, CUTTING INTO, DIGGING UP, DRILLING, BORING UNDER, OR EXCAVATING ANY PUBLIC STREET." PROHIBITING THE CUTTING INTO OF NEWLY PAVED/REPAVED ROADS WITHIN THE TOWN FOR A PERIOD OF THREE YEARS AFTER COMPLETION OF THE PAVING/REPAVING, PROVIDING EXCEPTIONS, PROVIDING A PERMIT PROCESS FOR WORK SPECIFICALLY IMPACTING TOWN ROADWAYS, AND SETTING FORTH REQUIRED ENGINEERING SPECIFICATIONS FOR ALL PAVING AND REPAIR OF IMPACTED ROADWAYS; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF CHAPTER 62 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.

**Discussion**: Attorney Davis read the Ordinance by title only. **Motion**: Commissioner McGahran made a motion to approve the Ordinance. **Second**: Commissioner DeReuil seconded the Motion. **Vote:** Motion passed 5-0.

#### **ORDINANCE NO. 0-5-23 First Reading**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, AMENDING ITS COMPREHENSIVE DEVELOPMENT PLAN TO ADOPT EVALUATION AND APPRAISAL ("EAR") BASED AMENDMENTS PURSUANT TO SECTION 163.3191, FLORIDA STATUTES, WHICH PROVIDES FOR AN EVALUATION AND FOR PLAN AMENDMENTS DETERMINED TO BE NECESSARY PURSUANT TO THE REQUIREMENTS OF SECTION 163.3191, FLORIDA STATUTES; BY ADOPTING A PRIVATE PROPERTY RIGHTS ELEMENT AND BY AMENDING THE COASTAL MANAGEMENT ELEMENT TO ADDRESS PERILS OF FLOOD, ALL PURSUANT TO THE REQUIREMENTS OF SECTION 163.3184 FLORIDA STATUTES AND THE ADDITION OF CLIMATE CHANGE MITIGATION ELEMENT WHICH PROVIDES STRATEGIES TO REDUCE GREENHOUSE GAS EMISSIONS THAT LEAD TO MORE EXTREME WEATHER PATTERNS AND SEA LEVEL RISE PURSUANT TO THE REQUIREMENTS OF SECTION 163.3177(1)(A), FLORIDA STATUTES, PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING A CONFLICTS CLAUSE AND A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**Discussion**: Attorney Davis read the Ordinance by title only and commented that Zoning had provided a memo and an updated map; the strike-through backup did not get included in the material this evening. That strike-through is what will be sent to the State for approval. Vice Mayor Larcher reminded everyone that by Consensus, the Commission agreed to edit the comp plan and send the required text to the State for acceptance due to the urgency of the delinquent comp plan. The Commission will then revisit the non-mandatory amendments.

**Motion**: Commissioner DeReuil made a motion to approve the Ordinance. **Second**: Vice Mayor Larcher seconded the Motion. **Vote:** Motion passed 5-0.

#### **ORDINANCE NO. 0-7-23 First Reading**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, AMENDING APPENDIX A – ZONING ORDINANCE., SECTION IX – WALLS, FENCES AND HEDGES. AT PF. 9.2. – LIMITATIONS. TO ESTABLISH A MAXIMUM RETAINING WALL HEIGHT AND REVISE THE POINT OF MEASUREMENT FOR MEASURING FENCES WHERE UNEVEN GRADES EXIST AT THE COMMON PROPERTY LINE; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Discussion: Attorney Davis read by title only Ordinance O-7-23. Mayor Fiers commented that this Ordinance first came before the board and was sent back to LPA/ P&Z Board for edits. The P&Z Board then denied this version of the Ordinance. The P&Z Chairman came to the last Commission Workshop

and explained why they rejected the Ordinance. Vice Mayor Larcher asked if this Ordinance before them tonight is voting on a seven-foot fence measured by the lower grade. Mayor Fiers said that it is. Commissioner McGahran committed that measuring from the higher grade made more sense, and Vice Mayor Larcher agreed with her. Mayor Fiers stated that the Ordinance allows for a 3-foot wall with a four-foot fence. Commissioner DeReuil pointed out that this Ordinance before them measured from the higher grade and a three-foot-high retaining wall, allowing a six-foot fence on the higher side. Attorney Davis Read from the Ordinance that the measurement would be from the higher of the conflicting grade elevations, and if a retaining wall is installed at the adjoining lot line, it can be a maximum of three feet high, measuring from the lower of the conflicting grades and placed to the rear of the front setback, if a fence is affixed or on top of the wall will be a maximum of six feet in height. So, the wall height will be measured from the higher of the grade. Commissioner DeReuil thanked P&Z for their hard work, and Commissioner Smith feels privacy should come first. Commissioner McGahran prefers the measurement from the higher grade.

**Motion**: Commissioner DeReuil made a motion to approve the Ordinance, as presented in the agenda packet, marked as First Reading.

**Second**: Commissioner Smith seconded the Ordinance. **Vote:** Motion passed 5-0.

### RESOLUTIONS:

#### **Resolution R-6-24**

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

**Discussion**: Mayor Fiers said that the sewer rates would increase by ten percent across the board. Sewer rates have not increased for at least twenty years. Commissioner McGahran asked if any other fees were increasing. Mayor Fiers responded that only the sewer fees would increase to cover the maintenance of the sewer lines.

**Motion:** Commissioner McGahran made a motion to approve the resolution. **Second:** Commissioner Smith seconded the Motion. **Vote:** Motion passed 5-0.

#### DEPARTMENT AND BOARD REPORTS

#### Financial Reports:

Darlene Hopper, Town Treasurer, presented the financial report for February 2024 and answered the Commissioner's questions. Cash and Investments are \$5,289,688.00. Expenses are \$6,878,777.00, which is 44% of the budget. Revenues are \$3,296,017.00 to date, which is 61% of the budget. Motion: Commissioner Smith made a motion to approve the February 2024 Financial Report. **Second:** Commissioner DeReuil seconded the Motion. **Vote:** Motion passed 5-0.

#### Staff Reports:

**Sheriff's Department**: PBSO Sgt. Langevin gave an overview of his written monthly report for February and statistics and provided details about the arrests made in Town, shoplifting at the Sailfish, and a Warrant arrest. There were 38 traffic stops, and a burglary report that was not an actual burglary but a misplaced bicycle. Sgt. Langevin complimented Elizabeth Kuechenmeister's fantastic job putting together this year's Saint Patrick's Day Parade. The Sgt. also reminded everyone that the Youth Council

Easter Egg Hunt will be on March 30, 2024. The rotary will be cooking, and deputies will be on hand, along with the Easter Bunny. Upcoming events on April 4th will be Tip a Cop at the Sailfish, and April 5th will be the meet and greet with deputies at the Community Center.

**Fire Department:** Chief Steedman reviewed monthly calls for services, training hours, and Community Risk Reduction. The firefighters have been working with some of the building and condo associations that have purchased AEDs; they have also aligned with the POA for fire extinguishers and heart attack and stroke awareness training. Chief Steedman complimented the lifeguards on a job well done; they've provided 404 services/preventions for February. The Chief also said that the department will host regional and ocean rescue training for beach rescues, specifically sand rescues.

**Public Works**: Director Welch gave an update on the following: he is still obtaining quotes for windows at the Community Center, Maintenance has increased at the Community Center now that it is completed; he said he and his staff are working closely with the Environmental Committee with the dune restoration, they have planted five Seagrape plants, via donations, the Fire Dept. will be watering them, he is still trying to get a roofer contractor for Town Hall, they are having a hard time finding someone who can gain access to the south side of the building, quotes are coming in higher than expected because of this, he is also still working on the tidal valve at Inlet and Tacoma. Mr. Welch commented on what a great event the St. Patrick's Day Parade was. Director Welch asked, please do not put your yard trash in the streets or pavement. Place it on the grass next to the street, not the pavement. Second, do not put your yard trash near or on transformers, AT&T handholes, and quite a few of the pedestals and handholes have been damaged, which could result in a service interruption. Vice Mayor Larcher asked if we should revise the code to prohibit it.

#### **COMMISSION REPORTS:**

Mayor Fiers updated everyone on the AT&T Project; all wires on the north end are down; they're now working on conversion from Edwards Lane South; they have eleven residents who still have not converted; they have been knocking on doors and making calls to get the remaining residents to convert. Mayor Fiers also updated the Commission and Residents on the Sea Spray property; they are planning on bringing in dirt over the next week or two, it should be around 80 trucks worth. He is unsure when they will submit for a permit to build.

#### **ADJOURNMENT:**

**Motion:** Commissioner DeReuil made a motion to adjourn the meeting. **Second:** Commissioner Smith seconded the Motion. Motion passed 4-0.

The meeting was adjourned at approximately 10:08 p.m. Approved this, **25**<sup>th</sup> Day of **March** 2024.

ATTEST:

Alan Fiers, Mayor

Jude M. Goudreau, Town Clerk

(Seal)





Kevin Guthrie, Executive Director

## **STATEWIDE MUTUAL AID AGREEMENT - 2023**

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

#### **ARTICLE I: DEFINITIONS**

As used in this Agreement, the following expressions shall have the following meanings:

A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").





Ron DeSantis, Governor

- B. The "Division" is the Florida Division of Emergency Management.
- C. A "Requesting Party" to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An "Assisting Party" to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The "Period of Assistance" is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A "Mission" is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A "local government" is any educational district, special district, or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An "educational district" is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A "tribal council" is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A "Resource Support Agreement" as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. "Proof of work" as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals' emergency response activity at a tactical level.





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

# ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

# ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

# **ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES**

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



Resource Support Agreement (RSA) Form, available via the <u>Division approved documents</u> <u>SharePoint site</u><sup>1</sup>.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

# ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the Division approved documents SharePoint site.

Telephone: 850-815-4000 www.FloridaDisaster.org

<sup>&</sup>lt;sup>1</sup> FDEM approved documents such as activity logs and mutual aid forms can be found at: https://portal.floridadisaster.org/projects/FROC/FROC\_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D068 6%7D





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

# ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.





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- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

# ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the <u>Division approved documents SharePoint site</u> as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);





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- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.





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Ron DeSantis, Governor

## ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like





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supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

# ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Any Participating Party that elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement shall be provided to each Participating Party.
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.





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# ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

# ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,





Kevin Guthrie, Executive Director

Ron DeSantis, Governor

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

# ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.





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D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such ectange is minor, the Division will notify the Participating Party of the change and such change is minor, the Division will notify the Participating Party of the change and such required to execute the Agreement with the adopted changes. Any continued or required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this aubsequent use of this Agreement following the posting of minor changes to this aubsequent use of this Agreement following the posting of minor changes to this

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

# NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required EDEM forms for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has reduced assistance without being requested to do so by the Division, or if an Assisting Party has reduced assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:

STATE LOGISTICS RESPONSE CENTER 2702 Directors Row Orlando, FL 32809-5637

Telephone: 850-8-75-4000 www.FloridaDisaster.org DIVISION HEADQUARTERS 2555 Shumard Oak Boulevard Tallahassee, FL 32399-2700





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOF	PTION BY A CITY
STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMEN	т
By: Kevin Guthrie, Executive Director or Ian Guidicelli, Authorized Designee	Date:
ATTEST: CITY CLERK	CITY OF STATE OF FLORIDA
Ву:	Ву:
Title:	Title:
	Date:
New	Approved as to Form:
He	Ву:
	City Attorney
	ne: 850-815-4000 STATE LOGISTICS RESPONSE CEN pridaDisaster.org 2702 Directors Row Orlando, EL 32809-5631

#### **RESOLUTION NO. R-04-24**

#### A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, AUTHORIZING THE MAYOR OF PALM BEACH SHORES TO SIGN AN AGREEMENT WITH THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR MUTUAL AID IN THE EVENT OF A DISASTER OR EMERGENCY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, *Florida Statutes* (the "Act"), authorizes the State and its political subdivisions, including municipalities, to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the Act also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions, including municipalities, for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the Mayor of Palm Beach Shores to execute a mutual aid agreement with the State in for any future request, provision, and / or receipt of interjurisdictional mutual assistance in accordance with the Act, among and between the Town and other participating political subdivisions, including municipalities, within the State; and

WHEREAS, the Town Commission of the Town of Palm Beach Shores has determined that participating in said mutual aid agreement will serve the interests and promote the health, safety and welfare of the citizens of Palm Beach Shores.

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

<u>Section 1:</u> The Town Commission of the Town of Palm Beach Shores, a municipal corporation, hereby approves the Mutual Aid Agreement, attached hereto as Exhibit "A," and authorizes its Mayor to execute same.

**Section 2:** This Resolution shall take effect immediately upon adoption; however, the effective date of the Agreement shall be the date upon which it is executed by the parties thereto.

#### PASSED AND ADOPTED this 22nd day of January 2024.

ATTEST:

#### TOWN OF PALM BEACH SHORES

Alan Fiers, Mayor Town Clerk

# Town of Palm Beach Shores Impact Fees Automatic Update of Fee Schedule per Code Section 28-53

				Impact Fees - per sf of new air conditioned area				еа					
										P	ublic		
January	CPI	% Chg	October	P	Parks		Fire	Р	olice	Fac	cilities	٦	otal
2006	198.300	n/a	2006	\$	0.26	\$	0.34	\$	0.35	\$	0.65	\$	1.60
2007	202.416	2.08%	2007	\$	0.27	\$	0.35	\$	0.36	\$	0.66	\$	1.64
2008	211.080	4.28%	2008	\$	0.28	\$	0.36	\$	0.38	\$	0.69	\$	1.71
2009	211.143	0.03%	2009	\$	0.28	\$	0.36	\$	0.38	\$	0.69	\$	1.71
2010	216.687	2.63%	2010	\$	0.29	\$	0.37	\$	0.39	\$	0.71	\$	1.76
2011	220.223	1.63%	2011	\$	0.29	\$	0.38	\$	0.40	\$	0.72	\$	1.79
2012	226.665	2.93%	2012	\$	0.30	\$	0.39	\$	0.41	\$	0.74	\$	1.84
2013	230.280	1.59%	2013	\$	0.30	\$	0.40	\$	0.42	\$	0.75	\$	1.87
2014	233.916	1.58%	2014	\$	0.30	\$	0.41	\$	0.43	\$	0.76	\$	1.90
2015	233.707	-0.09%	2015	\$	0.30	\$	0.41	\$	0.43	\$	0.76	\$	1.90
2016	236.916	1.37%	2016	\$	0.30	\$	0.42	\$	0.44	\$	0.77	\$	1.93
2017	242.839	2.50%	2017	\$	0.31	\$	0.43	\$	0.45	\$	0.79	\$	1.98
2018	247.867	2.07%	2018	\$	0.32	\$	0.44	\$	0.46	\$	0.81	\$	2.03
2019	251.712	1.55%	2019	\$	0.32	\$	0.45	\$	0.47	\$	0.82	\$	2.06
2020	257.971	2.49%	2020	\$	0.33	\$	0.46	\$	0.48	\$	0.84	\$	2.11
Ordinance O-2-21 - Eliminates Police Impact Fee - approved August 2021													
2021	261.582	1.40%	2021	\$	0.33	\$	0.47	\$	-	\$	0.85	\$	1.65
2022	281.148	7.48%	2022	\$	0.35	\$	0.51	\$	-	\$	0.91	\$	1.77
2023	299.170	6.41%	2023	\$	0.37	\$	0.54	\$	-	\$	0.97	\$	1.88
2024	308.417	3.09%	2024	\$	0.38	\$	0.56	\$	-	\$	1.00	\$	1.94



# PROJECT NAME: Buccaneer Marina - Floating Dock

# SUBMITTAL CHECKLIST

Reviewed By:
Date:
Fee Paid:
Town Receipt No:

All submittals <u>must</u> include ten (10) paper sets (folded & sorted into complete packet sets) and an electronic copy (on cd or thumb drive) of the following:

Completed **Development Application** (complete all fields, use N/A when not applicable).

Architectural & Aesthetic Review Request (pg. 11, all submittals)

Variance Request (pg. 13, if applicable)

Special Exception Request (pg. 14, if applicable)

Boundary Survey (Dated to within 6 months of application submission).

**Signed and Sealed Schematics** depicting building on site, setbacks, grading, drainage and elevations, as well as the relationship of the site to the neighboring sites (e.g. Site Plan, Drainage and Grading Plan, Roof Plan, Landscape Plan, Elevations).

**Tabular Data** showing compliance with all lot coverage, floor area, building height, grade and landscaping requirements.

# SITE PLAN CHECKLIST

Please be sure to include the following on the Site Plan:

Depict and label 10' Town Strip (front of property) and 5' utility easement (rear of property), and all other applicable easements.

Depict and label all setbacks and Code required setback lines (front, rear, side, pool, etc.).

Provide a tabular data table reflecting data from the tables on pgs. 7-8 of this development application.

For renovations and/or additions, please shade proposed addition area(s) to differentiate from existing.

Include all a/c equipment, pool equipment and emergency generators and label as proposed or existing.

Ensure that beam height and top of roof are dimensioned on all elevation drawings submitted.

Provide a construction schedule for the proposed project (including calendar dates).

#### LANDSCAPE PLAN CHECKLIST

Please be sure to include the following on the Landscape Plan:

Depict and label the	10' Town Strip	(front of p	property) and 5'	utility easement	(rear of property).

Include and label both existing (to remain) and proposed landscaping on the subject property.

Provide a species legend/key including the height of all landscaping to be provided at installation.

Ensure that the requirements for 10' Town Strip and front yard trees are met.

For multi-story construction, ensure that the requirements for privacy screening are met.

Ensure screening is provided for all ground mounted mechanical equipment (e.g. a/c compressors, pool equipment, emergency generators).

# NOTE: Checklists are <u>not</u> comprehensive. They are provided solely to remind Applicants to include items commonly omitted from plans submitted to the Town.

Cover Page



**DEVELOPMENT APPLICATION** 

TOWN OF PALM BEACH SHORES 247 EDWARDS LANE PALM BEACH SHORES, FL 33404 (561) 844-3457

OWNER/APPLICANT: <u>Buccanner Unit A, LLC</u>

PROJECT ADDRESS: 142 Lake Dr. Palm Beach Shores, FL 33404

APPLICATION NO.:\_\_\_\_\_

SUBMITTAL DATE: 2/26/24

# <u>TYPE OF APPROVAL(S) REOUESTED</u> (Check box(es) ☑)

ADMINISTRATIVE APPEAL	SITE PLAN MODIFICATION (14-62)	
ARCHITECTURAL AND AESTHETIC REVIEW (Pf. 14-86)	SITE PLAN REVIEW (14-62)	
COMPREHENSIVE PLAN AMENDMENT (Pf. 17.3(B))	SPECIAL EXCEPTION (Pf. 15.8)	х
PLAT APPROVAL	VARIANCE (Pf. 15.4)	
REZONING (Pf. 17.3(B))	ZONING TEXT AMENDMENT (Pf. 17.3(B))	

	PROPERTY OWNER(S)	APPLICANT (If different than Owner(s))
NAME:	Duran and the transformer of the second seco	Llemilton For
	Buccaneer Unit A, LLC c/o Christophe	Hamilton, Esq.
ADDRESS:		
	P.O. Box 788, Jensen Beach, FL 3495	57
PHONE:		
	813-416-2352	
EMAIL:	ah anailte n Qah anfih al din na aana	
	chamilton@sharfiholdings.com	

	AGENT (If different than Owner(s))	CURRENT OCCUPANT (If different than Owner(s))
NAME:	N/A	N/A
ADDRESS:		
PHONE:		
EMAIL:		

	PLANNER	DEVELOPER
NAME:	N/A	N/A
ADDRESS:		
PHONE:		
EMAIL:		

	ARCHITECT	LANDSCAPE ARCHITECT
NAME:	N/A	N/A
ADDRESS:		
PHONE:		
EMAIL:		

	SURVEYOR	ATTORNEY
NAME:	D.L. Blanton, Inc	N/A
ADDRESS:	1887 SW Newport Isles Blvd Port Saint Lucie, FL 34953	
PHONE:	561-963-1953	
EMAIL:		
	DLBlanto@bellsouth.net	

	ENGINEER (USE ADD'L. SHEET FOR MULTIPLE ENGINEERS)	
NAME:	Bellingham Marine	N/A
ADDRESS:		
	2014 Dennis Street, Jacksonville, FL 32	204
PHONE:	904-358-3362	
EMAIL:		
	bfalk@bellingham-marine.com	

# **OWNER ACKNOWLEDGMENT & CERTIFICATION**

I (We) affirm and certify that I (We) understand and will comply with all provisions and regulations of the Town of Palm Beach Shores, Florida. I (We) understand that if this Application is approved by the Town, the aforementioned real property described herein will be considered, in every respect, to be a part of the Town of Palm Beach Shores and will be subjected to all applicable laws, regulations, taxes and police powers of the Town including the Comprehensive Plan and Zoning Ordinance. I (We) further certify that all statements and diagrams submitted herewith are true and accurate to the best of my (our) knowledge and belief. Further, I (We) understand that this Application and attachments become part of the Official Records of the Town of Palm Beach Shores, Florida and are not returnable. I (We) acknowledge that no permit will be issued before all fees associated with Application are paid.

- 1. Owner acknowledges and understands that the fee for site plan review, architectural/aesthetic review, variance, special exception, rezoning, etc. *may not cover all review costs*. A final statement of any outstanding costs (covering advertising costs, legal, architectural and other consultant costs) will be sent to the applicant upon completion of the review process. Owner accepts financial responsibility for all costs incurred as a result of this Application.
- 2. A construction schedule is required of all developers during the development process. The Planning and Zoning Board must approve your proposed construction schedule.
- 3. The Town requires payment of impact fees for floor area added during the development, redevelopment or renovation of a property. These impact fees will be used to pay for capital improvements relative to Fire Protection, Police Protection, Parks & Recreation and Public Buildings. Impact fees must be paid to the Town before a Certificate of Occupancy will be issued.
- 4. Roll-off dumpsters for construction/demolition debris and solid waste must be rented through the Town's contracted solid waste hauler, Waste Management.
- 5. Final as-built plans must be submitted to the Town in digital form, preferably in PDF format.

# By signing below, I/acknowledge that I have read and understand the five (5) items listed above.

Signature of Owner

<u>Mar. 8, 2024</u> Date

Christopher F. Hamilton, Esq. Printed Name of Owner

#### STATE OF FLORIDA PALM BEACH COUNTY:

The foregoing instrument was acknowledged before me by means of  $\Box$  physical presence or  $\Box$  online notarization this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 20\_\_\_\_,

by \_\_\_\_\_\_ who is personally known to me or has produced \_\_\_\_\_\_ (type of identification) as identification.

(Name - type, stamp or print clearly)

(Signature)

NOTARY'S SEAL

# AUTHORIZATION OF AGENT & ACKNOWLEDGEMENT OF FINANCIAL RESPONSIBILITY

Consent to an agent is required from the property owner(s) and contract purchaser, if applicable, if the property owner(s) or contract purchaser does not intend to attend all meetings and public hearings and submit it person all material pertaining to the Application. Consent to a firm shall be deemed consent for the entire firm, unless otherwise specified.

This form shall serve as consent for the agent identified below to prepare or have prepared all documents for the Application affecting property I (We) have an ownership interest in.

I (We) hereby designate and authorize the below-signed person to act as my (our) agent in regard to this Application and accept financial responsibility for any costs incurred by the agent as a result of this Application. Further, I (We) acknowledge that no permit will be issued before all fees associated with Application are paid.

Signature of Owner	or Trustee
--------------------	------------

Date

#### STATE OF FLORIDA PALM BEACH COUNTY:

The foregoing instrument was acknowledged before me by means of  $\Box$  physical presence or  $\Box$  online notarization this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 20\_\_\_\_,

by \_\_\_\_\_ who is personally known to me or has produced \_\_\_\_\_\_ (type of identification) as identification.

(Name - type, stamp or print clearly)

(Signature)

NOTARY'S SEAL

**Agent Information:** 

Printed Name of Agent

Signature of Agent

Name of Firm

Date

# **PROCEDURES AND TIMELINES**

All development applications required to be submitted to the Planning and Zoning Board for review (Site Plan Review, Site Plan Modification, Architectural and Aesthetic Review, Special Exceptions and Variances) will be subject to the following procedures:

- 1. Development Review Committee ("DRC") review is regularly scheduled for the first Wednesday of each month at 2:00 pm. In order to be placed on the DRC agenda, a complete application must be submitted to the Town Clerk by the close of business on Monday of the week prior to the regularly scheduled DRC meeting. **Incomplete applications and late submittals will not be placed on a DRC agenda.**
- 2. If, as a result of the initial DRC review, it is determined by the DRC that a subsequent DRC meeting is necessary, the complete revised application must be submitted to the Town Clerk by the close of business on Monday of the week prior to the regularly scheduled DRC meeting. Applications that fail to include all revisions required by the DRC, or that are submitted late will not be placed on a DRC agenda until they have been corrected and are timely.
- 3. If, as a result of the initial DRC review, it is determined by the DRC that the project can proceed to the Planning and Zoning Board, a complete Planning and Zoning Board application must be submitted to the Town Clerk including all revisions noted by the DRC. A sufficiency review will be performed by the Town to confirm that all comments provided by the DRC have been addressed and a complete revised application submitted. Once all DRC comments have been adequately addressed and a complete revised application submitted, the submittal will be placed on the agenda for the next available Planning and Zoning Board review is regularly scheduled for the fourth Wednesday of each month. Applications that fail to include all revisions required by the DRC or that are incomplete will not be placed on a Planning and Zoning Board agenda.

#### **APPLICATION FEE INFORMATION**

Administrative Appeal	\$250.00
Site Plan Review	\$200.00
Site Plan Modification Review	\$200.00
Variance Request	\$ 250.00
Special Exception Request	\$ 250.00
Telecom Site Plan Review or Modification	\$ 500.00
Plat Approval Request	\$ 600.00
Comprehensive Plan Amendment	\$ 750.00
Zoning Text Amendment / Rezoning	\$ 750.00
Sufficiency Review	Zoning Official (rate per hour)

# NUMBER OF COPIES REOUIRED

Development Review Committee	Ten (10) paper sets (folded & sorted into complete packet sets), including one (1) sealed original with original signatures and nine (9) copies, three (3) of which are sealed by a licensed engineer, architect and/or surveyor, <u>and</u> an electronic copy of all documents (on cd or thumb drive).
Planning and Zoning Board	Ten (10) paper sets (folded & sorted into complete packet sets), including one (1) sealed original with original signatures and nine (9) copies, three (3) of which are sealed by a licensed engineer, architect and/or surveyor, <u>and</u> an electronic copy of all documents (on cd or thumb drive).
Local Planning Agency	Ten (10) copies (folded & sorted into complete packet sets).
Town Commission	Ten (10) paper sets (folded & sorted into complete packet sets), including one (1) sealed original with original signatures and nine (9) copies, three (3) of which are sealed by a licensed engineer, architect and/or surveyor (as applicable), <u>and</u> an electronic copy of all documents (on cd or thumb drive).

Applicant acknowledges and understands that the fee for Site Plan Review, Architectural/aesthetic Review, Variance, Special Exception, Rezoning, etc. *may not cover all review costs*. A final statement of any outstanding costs (covering advertising costs, legal, architectural, and other consultants) will be sent to the Applicant upon completion of the review process.

# Tabular data showing compliance with all lot coverage, floor area, building height, grade and landscaping requirements must be provided on all submitted plans (Town Code § 14-62).

PROJECT NAME: Buccaneer Marina - Floating Dock

# PROJECT ADDRESS: 142 Lake Dr. Palm Beach Shores, FL 33404

# PROJECT LEGAL DESCRIPTION: <u>54-43-42-27-41-001-0010</u>

# \*\*\* All boxes <u>must</u> be completed, use N/A where appropriate \*\*\*

GENERAL DATA	CODE REQUIREMENT	EXISTING	PROPOSED
COMPREHENSIVE PLAN DESIGNATION: (SF-5, MF-21, MF-30, MF-42, P, ROS)	None	No change.	No change.
LAND USE: (Residential, Commercial, Recreational, Marina, Public, etc.)	None	No change.	No change.
ZONING DISTRICT: (A, B, C, D, P, ROS, designated at Pf. 3.1, Zoning Ordinance)	None	No change.	No change.
FLOOD ZONE CATEGORY:	None	No change.	No change.
LOT COVERAGE, LANDSCAPING & PARKING	CODE REQUIREMENT	EXISTING	PROPOSED
TOTAL LOT SIZE: (sq. ft.)	None	No change.	No change.
TOTAL COVERAGE OF A LOT BY BUILDINGS: (Pf. 5.4, 6.4, 7.5 or 8.5, Zoning Ordinance)	N/A	No change.	No change.
TOTAL LANDSCAPE COVERAGE: (Pf. 5.4.3, Zoning Ordinance)	N/A	No change.	No change.
OFF-STREET PARKING:	0.75 spaces	18 slips =	27 slips =
(Pf. 5.13, 6.12, 7.13 or 8.14, Zoning Ordinance)	per slips	13.5 spaces	20.25 spaces
SETBACKS	CODE REQUIREMENT	EXISTING	PROPOSED
FRONT YARD: (Pf. 5.5, 6.6, 7.7 or 8.7, Zoning Ordinance)	N/A	No change.	No change.
REAR YARD: (Pf. 5.6, 6.7, 7.9 or 8.9, Zoning Ordinance)	N/A	No change.	No change.
SIDE YARD: (Pf. 5.7, 6.8, 7.8 or 8.8, Zoning Ordinance)	N/A	No change.	No change.

FLOOR AREA	CODE REQUIREMENT	EXISTING	PROPOSED
FIRST FLOOR AREA (sq. ft.):	None	No change.	No change.
SECOND FLOOR AREA (sq. ft.): (Pf. 5.4.2, Zoning Ordinance)	N/A	No change.	No change.
TOTAL FLOOR AREA (sq. ft.): (Pf.2.23, Zoning Ordinance)	None	No change.	No change.
FLOOR AREA RATIO: (Pf. 5.4.2, Zoning Ordinance)	N/A	No change.	No change.
DWELLING UNIT DENSITY: (Pf. 6.5, 7.6 or 8.6, Zoning Ordinance)	N/A	No change.	No change.
IMPERVIOUS AREA	NET INCREASE	EXISTING	PROPOSED
BUILDING FIRST FLOOR AREA (sq. ft.):	N/A	No change.	No change.
OTHER IMPERVIOUS AREA (sq. ft.): (Decks, Patios, Walkways, Driveways, Pool Deck & Pool Surface Areas)	N/A	No change.	No change.
TOTAL IMPERVIOUS AREA (sq. ft.):	N/A	No change.	No change.
ELEVATIONS	CODE REQUIREMENT	EXISTING	PROPOSED
GRADE ELEVATION (NAVD): (Pf. 4.6, Zoning Code)	N/A	No change.	No change.
ESTABLISHED 1 <sup>ST</sup> FLOOR ELEVATION (NAVD): (Pf. 4.6, Zoning Code)	N/A	No change.	No change.
MEAN CROWN OF ROAD ELEVATION (NAVD):	None	No change.	No change.
BUILDING HEIGHT	CODE REQUIREMENT	EXISTING	PROPOSED
TOTAL BUILDING HEIGHT (NAVD): (Pf. 5.2, 6.2, 7.3 or 8.3, Zoning Ordinance)	N/A	No change.	No change.
TOP OF BEAM HEIGHT (NAVD): (Pf. 5.2, 6.2, 7.3 or 8.3, Zoning Ordinance)	N/A	No change.	No change.
ROOF PITCH: (Pf. 5.2, 6.2 or 7.3, Zoning Ordinance)	N/A	No change.	No change.
FLAT ROOF PERCENTAGE: (Pf. 5.2, Zoning Ordinance)	N/A	No change.	No change.

# JUSTIFICATION STATEMENT

Provide a summary of the proposed project, describing in detail the construction, phasing and proposed development to occur as part of this application (attach additional sheets if needed):

# Please see attached.

Note: Construction Schedule is due as part of site plan review and before building permit issuance. (Town Code §14-63). A signed and notarized contract (signed by owner) must be provided before building permit issuance. (Town Code §14-108).

Provide an estimate of construction costs:

# Please see attached.

Describe the existing improvements located on the subject property (attach additional sheets if needed):

# Please see attached.

Provide a project history for the subject property, including any prior development approvals filed within the last year in connection with the subject property. Please include the date of previous site plan approval by the Planning and Zoning Board for this property (attach additional sheets if needed):

# Please see attached.

Provide the justification, special reasons, or basis for the approval of this application. Explain why this application is consistent with good planning and zoning practice, will not be contrary to the Town's Comprehensive Development Plan, and will not be detrimental to the promotion of public appearance, comfort, convenience, general welfare, good order, health, morals, prosperity, and safety of the Town. Additionally, all standards set forth in the Town Code of Ordinances for Special Exceptions, Variances, Administrative Appeals, etc. must be addressed. (attach additional sheets if needed):

#### Please see attached.

Provide any other pertinent information related to the subject property to support the proposed request.

# Please see attached.

## **DRAINAGE REQUIREMENTS**

(For projects proposing additional on-site impervious area)

For proposed renovations/modifications to existing projects that result in <u>LESS THAN</u> a 50% increase in total site imperviousness, retain 1" of stormwater volume from the total additional impervious area.

For proposed new construction, or renovations/modifications to existing projects that result in a <u>GREATER</u> <u>THAN</u> a 50% increase in total site imperviousness, retain 1" of stormwater volume over the entire site.

Submit a Survey with topographic elevations and existing improvements.

A Drainage and Grading Plan and drainage calculations are required to be submitted with the application package for new construction projects and substantial modifications to existing projects. The Drainage Plan must show the following:

- a. Existing and proposed elevations.
- b. Location of sodded swales, sodded depressed retention areas, underground exfiltration trench and/or other proposed stormwater treatment/retention methods.
- c. Underground piping and inlets and other drainage system improvements proposed.
- d. Drainage calculations showing the retention of the volume of 1" of stormwater from addition impervious areas (or overall site).
- e. Show drainage improvements and underground piping, including water and sewer services, on the Landscape Plans to show no conflicts exist.
- f. Include note that no runoff may be directed to adjacent properties and all storm flows and runoff must be retained on-site prior to discharge into the adjacent roadway right-of-way following retention of required stormwater volume.
- g. Provide engineering details of gutter and downspout dry wells, if proposed.
- h. Provide engineering detail of exfiltration trench, if proposed.
- i. Provide engineering detail of sodded swales, if proposed.
- j. Provide engineering detail of depressed dry retention areas, if proposed.
- k. Provide Geotechnical Report or engineering assumptions/justification for coefficient of permeability (K Factor) for exfiltration trench design, if proposed.
- 1. Engineering details/cross sections at property lines demonstrating no runoff will flow to adjacent properties may be required.

Project Engineer or Architect shall be responsible for insuring the drainage improvements are completed in substantial accordance with the approved plan.

Prior to C.O., Project Engineer or Architect to provide final signed and sealed certification that the drainage improvements and grading have been completed in substantial accordance with the approved plan.

Upon receipt of final Certification from Project Engineer or Architect, Town Engineer to visit site and ensure conformance of Town requirements prior to issuance of final C.O.

# **REQUEST FOR SITE PLAN MODIFICATION**

- 1. Previously approved (Original) site plan information:
  - a. Original Project Name: Buccaneer Resort & Marina
  - b. Original Site Plan Application No.: VAR 23-01 Most recent approval
  - c. Original Site Plan Approval Date: Mar. 27, 2023 Most recent approval
  - d. List of all other relevant information on file with original application:

2. Requested Modification(s):

Reclassify the Buccaneer Marina and grant a special exception for it to classify as a marina and/or commercial dock under para. 7.2(b) as discussed herein.

Please provide all documentation necessary to describe the proposed modification and to explain the reason(s) for the proposed modification(s), including a survey, if applicable. Attach additional pages as necessary.

Please see attached and enclosed.

#### **REQUEST FOR SPECIAL EXCEPTION**

The Applicant is requesting a special exception pursuant to Town Code Section(s) See attached to permit the following: Please see attached.

A Special Exception shall not be recommended by the Town Planning and Zoning Board, nor granted by the Town Commission, unless the Applicant is able to demonstrate the following:

1. Explain how all structures will be separated from adjacent and nearby uses by appropriate screening devices:

#### Please see attached.

2. Explain whether or not excessive vehicular traffic will be generated on surrounding residential streets:

#### Please see attached.

3. Explain whether or not a vehicular parking or traffic problem is created:

#### Please see attached.

4. Explain where on the site appropriate drives, walkways and buffers will be installed:

#### Please see attached.

5. Explain how the proposed use will make a substantial contribution to the neighborhood environment and will not infringe on the rights of properties in the vicinity:

#### Please see attached.

6. Explain how the proposed use will not endanger, restrict or impair public safety:

#### Please see attached.

The initial burden of meeting the standards as set forth above is upon the Applicant. Please provide all documentation necessary to prove your case, including a survey, if applicable. Attach additional pages as necessary.

#### **REQUEST FOR VARIANCE**

The Applicant is requesting a variance from the Town Code Section(s) N/A

to permit the following:

Please be advised that a variance from the terms of the Zoning Code shall not be recommended by the Planning and Zoning Board, nor granted by the Town Commission, unless the Applicant is able to demonstrate the following:

1. Explain the special conditions and circumstances which exist that are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or building in the same zoning district:

N/A

N/A

2. Explain how the special conditions and circumstances that exist do not result from the actions of the Applicant: N/A

3. Explain how the literal interpretation of the provisions of the Zoning Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the Zoning Code and would work unnecessary and undue hardship on the Applicant:

N/A

4. Explain how the variance requested is the minimum variance that will make possible a reasonable use of the land, building or structure:

N/A

5. Explain how the granting of the requested variance will not confer on the Applicant any special privilege that is denied by the Zoning Code to other lands, structures, or buildings in the same zoning district:

N/A

6. Explain how the grant of the requested variance will be in harmony with the general intent and purpose of the Zoning Code and will not be injurious to the neighborhood or otherwise detrimental to the public welfare:

N/A

The burden of meeting the standards as set forth above is upon the Applicant. Please provide all documentation necessary to prove your case, including a survey, if applicable. Attach additional pages as necessary.

## NOTICE

### ALL DRC/P&Z APPLICANTS

## YOU <u>MUST ATTEND</u> THE DRC AND P&Z MEETING

## OR HAVE A REPRESENTATIVE PRESENT OR VIA COMPUTER

DRC IS THE FIRST Wednesday OF EACH MONTH

P&Z IS THE  $4^{TH}$  Wednesday OF EACH MONTH.

ONLY A COMPLETE APPLICATION AND 9 COPIES WILL BE ACCEPTED WITH AN ELECTRONIC VERSION

THEY MUST MATCH.



THANK YOU



#### DEPARTMENT OF THE ARMY CORPS OF ENGINEERS, JACKSONVILLE DISTRICT 4400 PGA BOULEVARD, SUITE 500 PALM BEACH GARDENS, FLORIDA 33410

#### October 12, 2022

Regulatory Division South Branch Palm Beach Gardens Section SAJ-2017-02239 (MOD-CGK) Modification-2

Benjamin K. Sharfi, as Trustee of the Benjamin Sharfi 2002 Trust, 142 Lake Drive Palm Beach Shores, FL 33404

The Buccaneer Condominium Association of Palm Beach Shores c/o Benjamin K. Sharfi BSharfi@Sharfiholding.com

Dear Mr. Sharfi:

The U.S. Army Corps of Engineers (Corps) has completed the review and evaluation of your modification request, received on 24 June 2022, in which you asked to revise the plans authorized by Department of the Army permit number SAJ-2017-02239 (MOD-CGK), issued to Benjamin K. Sharfi, as Trustee of the Benjamin Sharfi 2002 Trust and The Buccaneer Condominium Association of Palm Beach Shores, dated November 5, 2020. The project site is located within the Lake Worth Lagoon at 142 Lake Drive, Palm Beach Shores (Section 27 and 34, Township 42 South, Range 43 East), Palm Beach County, Florida.

The proposed modification would result in the installation of a 9,015.0 square foot floating concrete dock system with finger piers, that has an approximate 8-feet 9-inches wide access walkway and 47 metal piles as well as the installation of three (3) finger piers that measure 3-feet 7-inches by 40-feet, Six (6) finger piers that measure 5-feet 2-inches by 54-feet 8-inches, three (3) finger piers that measure 5-feet 2-inches by 54-feet 8-inches, three (3) finger piers that measure 5-feet 2-inches, One (1) finger pier that measure 8-feet 11-inches by 54-feet 8-inches, One (1) finger pier that measure 8-feet 7-inches, and Two (2) Marginal docks that measure 7-feet 11-inches by 83-feet. The facility will contain a total of 27 boat slips. The modification must be completed in accordance with the enclosed construction drawings which replaces drawings of the original permit and the previous modification. Furthermore, the modification must adhere to the general conditions outlined in the original permit, as well as the following special conditions:

**1. Reporting Address:** The Permittee shall submit all reports, notifications, documentation and correspondence required by the general and special conditions of this permit to either (not both) of the following addresses:

a. For electronic mail (preferred): SAJ-RD-Enforcement@usace.army.mil (not to exceed 15 MB).

b. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.

The Permittee shall reference this permit modification number, SAJ-2017-02239 (MOD-CGK), on all submittals.

**2. Commencement Notification:** Within 10 days from the date of initiating the work authorized by this permit the Permittee shall submit a completed "Commencement Notification" Form (Attachment B).

**3. As-Built Certification**: Within 60 days of completion of the work authorized by this permit, the Permittee shall submit as-built drawings of the authorized work and a completed "As-Built Certification By Professional Engineer" form (Attachment C) to the Corps. The as-built drawings shall be signed and sealed by a registered professional engineer and include the following:

a. A plan view drawing of the location of the authorized work footprint, as shown on the permit drawings, with transparent overlay of the work as constructed in the same scale as the permit drawings on 8½-inch by 11-inch sheets. The plan view drawing should show all "earth disturbance," including any wetland impacts and water management structures.

b. A list of any deviations between the work authorized by this permit and the work as constructed. In the event that the completed work deviates, in any manner, from the authorized work, describe on the attached "As-Built Certification By Professional Engineer" form the deviations between the work authorized by this permit and the work as constructed. Clearly indicate on the as-built drawings any deviations that have been listed. Please note that the depiction and/or description of any deviations on the drawings and/or "As-Built Certification By Professional Engineer" form does not constitute approval of any deviations by the Corps.

c. Include the Department of the Army permit number on all sheets submitted.

**4. Assurance of Navigation and Maintenance:** The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

**5. Turbidity Barriers**: Prior to the initiation of any of the work authorized by this permit, the Permittee shall install floating turbidity barriers with weighted skirts that extend to within one foot of the bottom around all work areas that are in, or adjacent to, surface waters. The turbidity barriers shall remain in place and be maintained until the authorized work has been completed and all erodible materials have been stabilized. Turbidity barriers shall be removed upon stabilization of the work area.

#### 6. Manatee Conditions:

a.The Permittee shall comply with the enclosed (Attachment D) "Standard Manatee Conditions for In-Water Work – 2011."

b. No later than 60 days prior to slip occupancy, the Permittee shall install permanent manatee educational sign. In the even the signs fade, become damaged or outdated, the permittee shall replace the signs during the term of this and all subsequent authorizations. The Permittee shall ensure that the review of the signs is not obstructed by vegetation or structures. The on-site locations and types of signs shall be in accordance with information and process provided by the Florida Fish and Wildlife Conservation Commission at

http://www.myfwc.com/wildlifehabitats/managed/manatee/education-for-marinas/

**7. Signage:** Signs stating "No Overnight Mooring: shall be installed along the docks in the location of the transient slips.

8. Jacksonville District Programmatic Biological Opinion (JAXBO): Structures and activities authorized under this permit will be constructed and operated in accordance with all applicable PDCs contained in the JAXBO, based on the permitted activity. Failure to comply with applicable PDCs will constitute noncompliance with this permit. In addition, failure to comply with the applicable PDCs, where a take of listed species occurs, would constitute an unauthorized take. The NMFS is the appropriate authority to determine compliance with the Endangered Species Act. The most current version of JAXBO can be accessed at the Jacksonville District Regulatory Division website in the Endangered Species section of the Sourcebook located at:

http://www.saj.usace.army.mil/Missions/Regulatory/SourceBook.aspx

**9. Construction Location:** Project construction shall take place from uplands or from floating equipment (e.g., barge) with clearance to access the site; prop or wheel-washing is prohibited.

#### **10: Cultural Resources/Historic Properties:**

a. No structure or work shall adversely affect impact or disturb properties listed in the National Register of Historic Places (NRHP) or those eligible for

inclusion in the NRHP.

b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps within the same business day (8 hours). The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions. c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition; and if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.

d. In the unlikely event that unmarked human remains are identified on nonfederal lands, they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO and THPO(s). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the State Archeologist and from the Corps.

e. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The applicant shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850) 245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

**11.** The Permittee shall complete and record the "Notice of Department of the Army Authorization" form (Attachment E) with the Clerk of the County Court, Registrar of Deeds or other appropriate official charged with the responsibility of maintaining records of title to or interest in real property within the county of the authorized activity. No later than 90 days from the effective date of this permit, the Permittee shall provide a copy of the recorded Notice of Permit to the Corps clearly showing a stamp from the appropriate official indicating the book and page at which the Notice of Permit is recorded in the official records and the date of recording.

If you object to this determination/decision, you may request an administrative appeal under Corps' regulations at 33 CFR Part 331. Enclosed you will find a Notification of Appeal Process fact sheet and Request for Appeal (RFA) form. If you request to appeal this determination/decision, you must submit a completed RFA form to the South Atlantic Division Office at the following address:

Mr. Phillip A. Shannin South Atlantic Division U.S. Army Corps of Engineers CESAD-CM-CO-R, Room 9M15 60 Forsyth St., SW. Atlanta, Georgia 30303-8801.

Mr. Shannin can be reached by telephone number at 404-562-5136, or by facsimile at 404-562-5138.

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria for appeal under 33 CFR Part 331.5, and that it has been received by the Division office within 60 days of the date of the RFA. Should you decide to submit an RFA form, it must be received at the above address by December 11, 2022. It is not necessary to submit an RFA form to the Division office, if you do not object to the determination/decision in this letter.

The impact of your proposal on navigation and the environment has been reviewed and found to be insignificant. The permit is hereby modified in accordance with your request. You should attach this letter to the permit. All other conditions of the permit remain in full force and effect. If you have any questions concerning this permit modification, please contact the project manager Christian Karvounis at the letterhead address, by telephone at 561-472-3508 or by electronic mail at Christian.G.Karvounis@usace.army.mil.

Thank you for your cooperation with our permit program. The Corps' Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to complete our automated Customer Service Survey at https://regulatory.ops.usace.army.mil/customer-service-survey/. Please be aware this Internet address is case sensitive; and, you will need to enter it exactly as it appears above. Your input is appreciated – favorable or otherwise.

BY AUTHORITY OF THE SECRETARY OF THE ARMY:

Linda C. Knocck

James L. Booth Colonel, U.S. Army District Commander

Enclosures: Attachment: Drawings Attachment: Commencement Notification Attachment: As-Built Certification Attachment: Manatee Conditions Attachment: Notice of Permit

### NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: Benjamin K. Sharfi	File Number: SAJ-2017-02239 (MOD-CGK)	Date:
Attached is:		See Section below
INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)		A
PROFFERED PERMIT (Standard Permit or Letter of permission)		В
PERMIT DENIAL		С
APPROVED JURISDICTIONAL DETERMINATIO	DN	D
PRELIMINARY JURISDICTIONAL DETERMINA	TION	E

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at <u>http://www.usace.army.mil/CECW/Pages/reg\_materials.aspx</u> or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- OBJECT: If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- APPEAL: If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- ACCEPT: You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days
  of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the
  approved JD.
- APPEAL: If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

#### SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for
the record of the appeal conference or meeting, and any supplemental information that the review officer has determined
is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses
to the record. However, you may provide additional information to clarify the location of information that is already in the
administrative record.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:		
If you have questions regarding this decision and/or the	If you only have questions rec	arding the appeal process
appeal process you may contact:	you may also contact:	
Project Manager as noted in letter	Philip A. Shannin 404-562-5136	
RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any		
government consultants, to conduct investigations of the project site during the course of the appeal process. You will		
be provided a 15 day notice of any site investigation, and wil	I have the opportunity to partici	pate in all site investigations.
	Date:	Telephone number:
Signature of appellant or agent.		

#### SPECIFIC PURPOSE SURVEY SUBMERGED LAND LEASE & PROPOSED DOCK Buccaneer Unit A, LLC Palm Beach Shores, Florida



#### **LEGAL DESCRIPTION**

DESCRIPTION OF SOVEREIGN SUBMERGED LAND LEASE UNDER THE WATERS OF LAKE WORTH AND BEING IN SECTION 27, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA.

THE SOUTH LINE OF LOT 548 IS ASSUMED TO BEAR SOUTH 89°35'25" WEST AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

COMMENCING AT THE SOUTHEAST CORNER OF LOT 548, AS SHOWN ON THE PLAT OF PALM BEACH SHORES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 23, PAGES 29 THROUGH 32, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, THENCE S89°35'25"W, ALONG THE SOUTH LINE OF SAID LOT 548, A DISTANCE OF 208.48 FEET TO THE POINT OF INTERSECTION WITH THE WEST FACE OF A CONCRETE BULKHEAD, ALSO BEING THE MEAN HIGH WATER LINE OF THE WATERS OF LAKE WORTH; THENCE N00°21'12"E, ALONG THE WEST FACE OF SAID BULKHEAD, A DISTANCE OF 25.00 FEET TO THE THE POINT OF BEGINNING; THENCE S89°35'25"W, ALONG A LINE PARALLEL WITH AND 25.00 FEET NORTH OF THE SOUTH LINE OF SAID LOT 548, A DISTANCE OF 325.00 FEET; THENCE N00°24'41"W, A DISTANCE OF 174.98 FEET; THENCE N89°35'25"E, ALONG A LINE PARALLEL WITH AND 25.00 FEET SOUTH OF THE NORTH LINE OF LOT 546, SAID PLAT OF PALM BEACH SHORES, A DISTANCE OF 327.34 FEET, TO A POINT ON SAID CONCRETE BULKHEAD AND MEAN HIGH WATER LINE; THENCE S00°31'06"W, ALONG SAID CONCRETE BULKHEAD, A DISTANCE OF 174.99 FEET TO THE POINT OF BEGINNING.

#### CONTAINING IN ALL, 57,072 SQUARE FEET / 1.31 ACRES.

#### SURVEYOR'S NOTES

- 1. The current and expected use of the site is Commercial and meets the accuracy standards for such as required by the Florida Standards Standards of Practice per FAC chapter 5J-17.
- 2. The Specific purpose of this survey is to provide data showing the relationship of docks and pilings adjacent to the proposed boundary lines of the submerged land lease.
- 3. Foundations, Footers and other Underground Facilities not located, unless otherwise shown.
- 4. Existing easements & rights-of-way as shown hereon are per plat of Palm Beach Shores recorded in Plat Book 23, Pages 29-32.
- 5. Distances and angles / bearings shown hereon are per plat and agree with the survey measurement unless otherwise specified.
- Distances and angles / bearings shown hereon are per plat and agree with the survey in
   The Bearing base is the South line of lot 548, and all other bearings are relative thereto.
- 7. No search of the Public Records by this Surveyor.
- 8. State Plane Coordinates are based on field observations relative to North American Datum NAD 83 Florida East Zone.
- 9. This survey cannot be transferred or assigned, unless authorized by Daniel L. Blanton.
- 10. Additions or Deletions to this sketch other than by the signing surveyor are prohibited.
- Not valid without the original signature or electronic signature and seal of a Florida licensed surveyor and mapper.

#### I HEREBY CERTIFY TO:

The Board of Trustees of the Internal Improvement Trust Fund Buccaneer Condominium Association of Palm Beach Shores, Inc. Benjamin K. Sharfi, as Trustee for the Benjamin K. Sharfi 2002 Trust

That this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

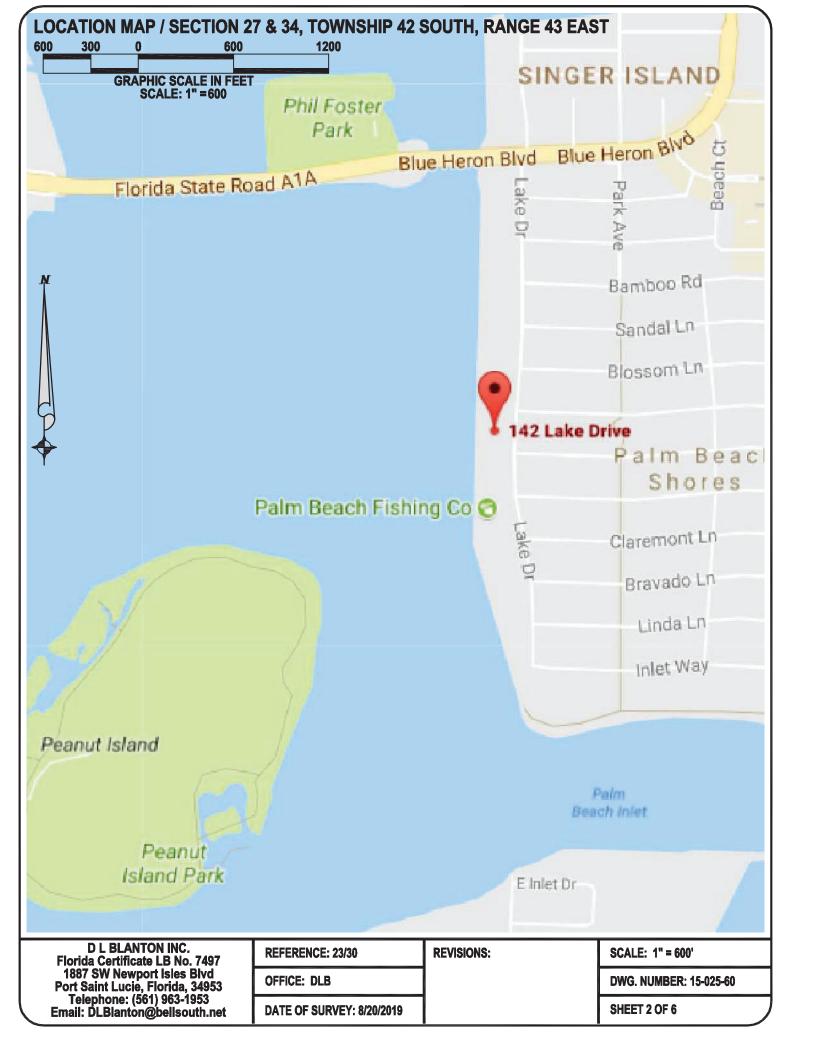


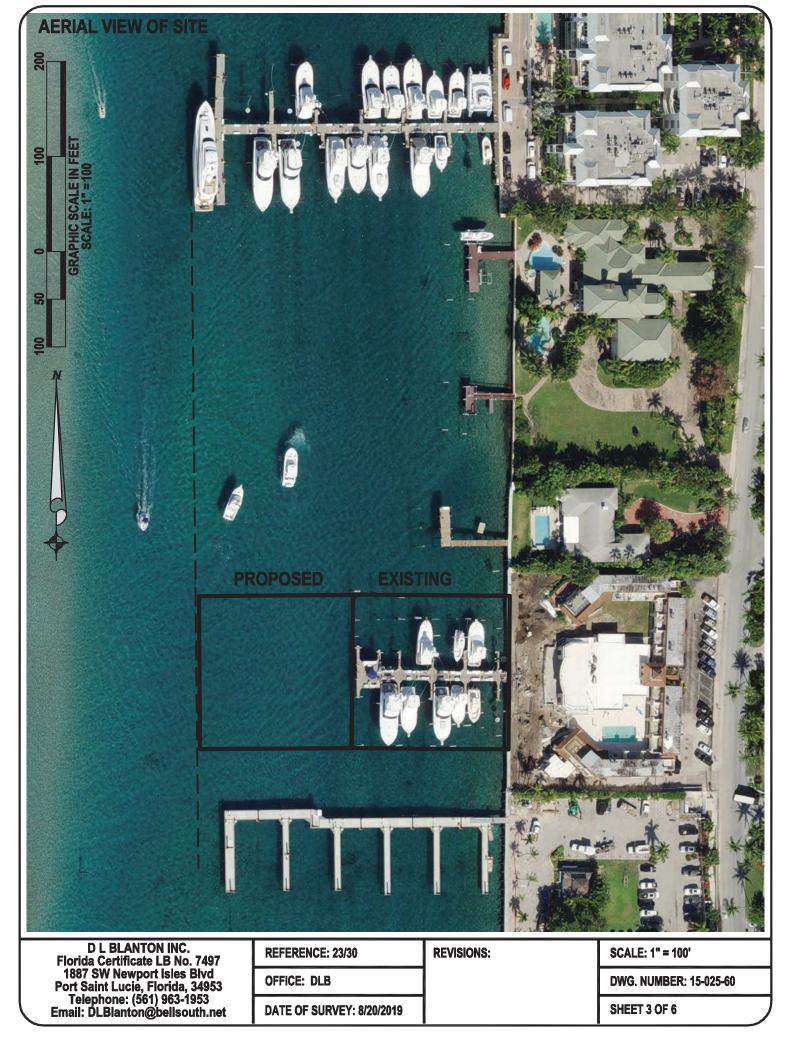
Digitally signed by Daniel L. Blanton, PSM 5988

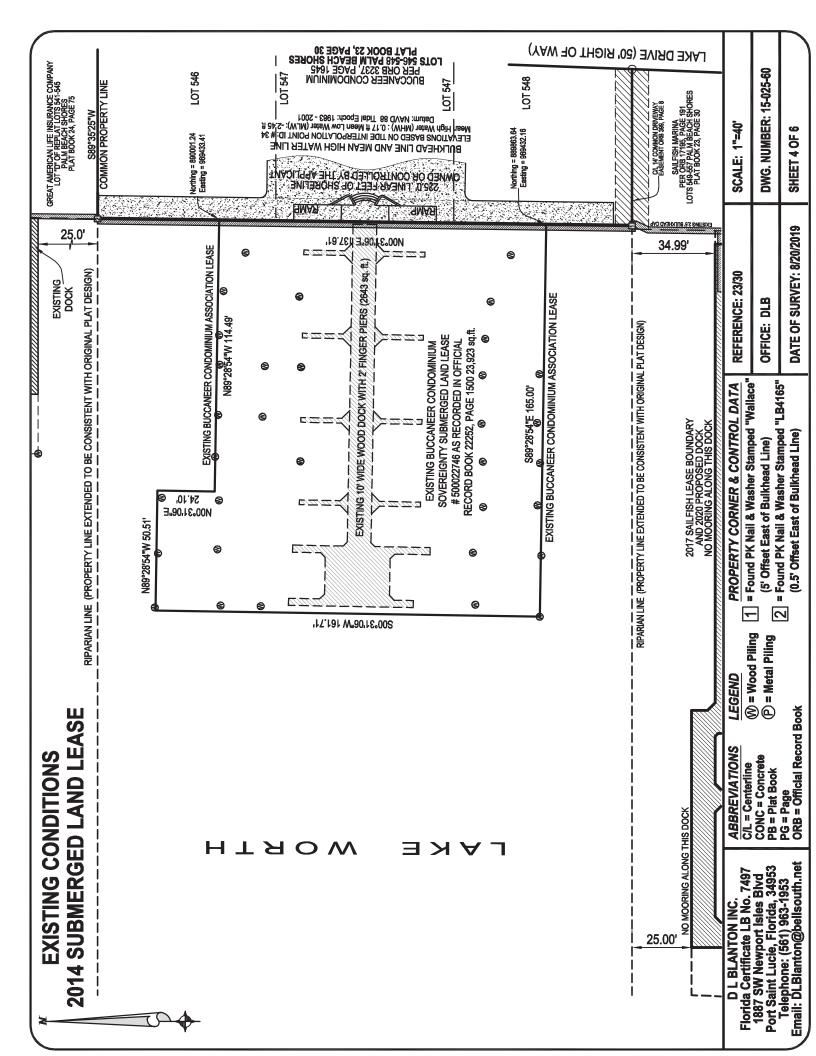
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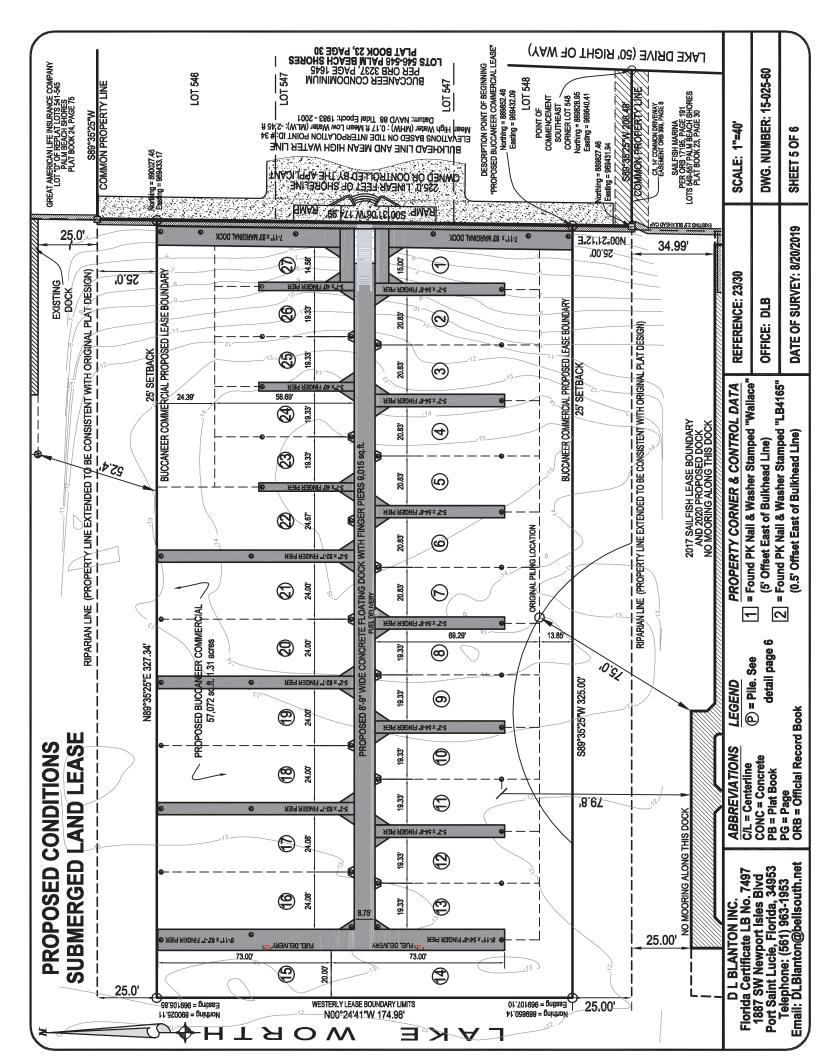
DANIEL L. BLANTON PROFESSIONAL SURVEYOR & MAPPER FLORIDA CERTIFICATION NO. 5988

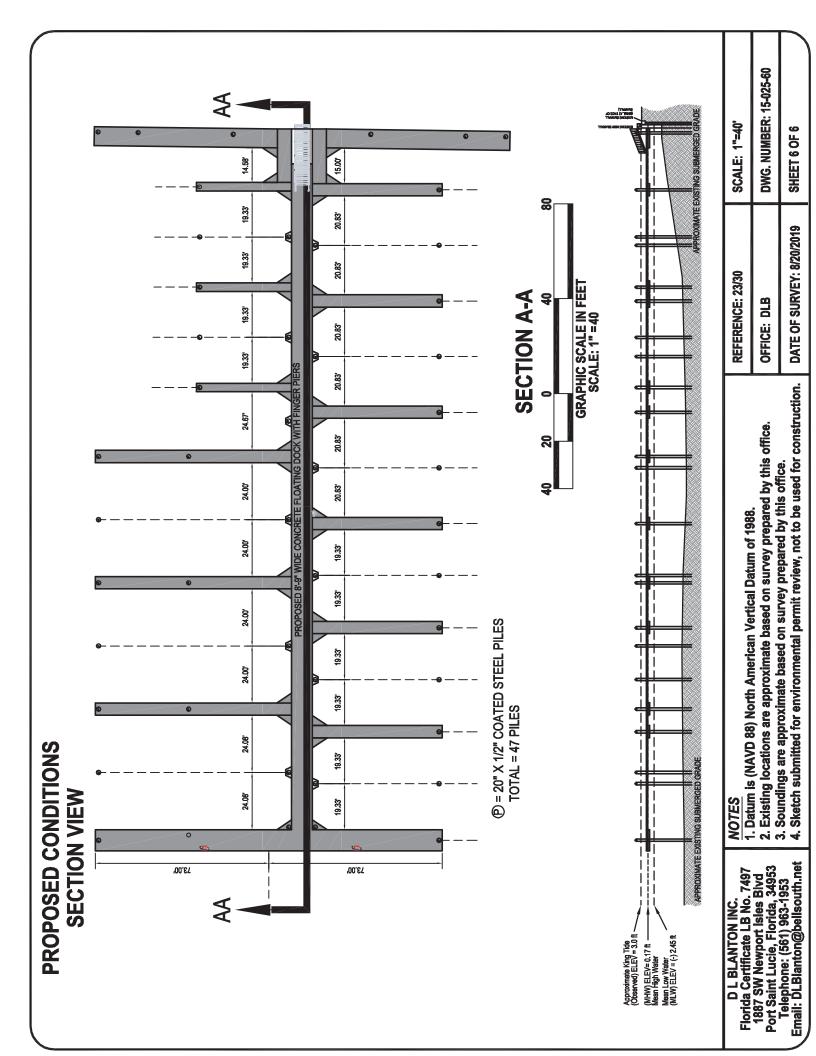
D L BLANTON INC. Florida Certificate LB No. 7497 1887 SW Newport Isles Blvd Port Saint Lucie, Florida, 34953 Telephone: (561) 963-1953 Email: DLBlanton@bellsouth.net	REFERENCE: 23/30	REVISIONS: 1/20/2021 Revised Dock 2/1/2021 Address Comments 7/3/2021 USACE Combined AppSCALE: N/ADWG. NUMBER: 15-02 SHEET 1 OF 6	SCALE: N/A	
	OFFICE: DLB		DWG. NUMBER: 15-025-60	
	DATE OF SURVEY: 8/20/2019		SHEET 1 OF 6	











#### **COMMENCEMENT NOTIFICATION**

Within 10 days of initiating the authorized work, submit this form via electronic mail to sajrd-enforcement@usace.army.mil (preferred, not to exceed 15 MB) **or** by standard mail to U.S. Army Corps of Engineers, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.

1.	1. Department of the Army Permit Number:			
2.	Permittee Inform	nation:		
	Name:			
	Email:			
	Address:			
	Phone:			
3.	Construction St	art Date:		
4.	Contact to Sche	edule Inspection:		
	Name:			
	Email:			
	Phone:			
		Signature of Permittee		

Printed Name of Permittee

Date

#### AS-BUILT CERTIFICATION BY PROFESSIONAL ENGINEER

Within sixty (60) days of completion of the authorized work, submit this form and one set of asbuilt engineering drawings via electronic mail to <u>saj-rd-enforcement@usace.army.mil</u> (preferred, but not to exceed 15 MB) <u>or</u> by standard mail to U.S. Army Corps of Engineers, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019. If you have questions regarding this requirement, please contact the Enforcement Branch at 904-232-3697.

1. Department of the Army Permit Number: SAJ- - ( -CGK)

2.	Permittee	Information:	

Name:	 _
Address:	 _

3. Project Site Identification (physical location/address):

4. As-Built Certification: I hereby certify that the authorized work, including any mitigation required by Special Conditions to the permit, has been accomplished in accordance with the Department of the Army permit with any deviations noted below. This determination is based upon on-site observation, scheduled and conducted by me or by a project representative under my direct supervision. I have enclosed one set of as-built engineering drawings.

Signature of Engineer	Name ( <i>Please type</i> )	
(FL, PR, or VI) Reg. Number	Company Name	
City	State	ZIP
(Affix Seal)		

Date	Telephone Number
Date Work Started:	Date Work Completed:
Identify any deviations from the approved additional pages if necessary):	permit drawings and/or special conditions (attach

#### STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.

## **CAUTION: MANATEE HABITAT**

### All project vessels

## IDLE SPEED / NO WAKE

When a manatee is within 50 feet of work all in-water activities must

## SHUT DOWN

Report any collision with or injury to a manatee:



Wildlife Alert: 1-888-404-FWCC(3922)

cell \*FWC or #FWC

Prepared by:
Permittee: \_\_\_\_\_\_
Address: \_\_\_\_\_\_

Phone:\_\_\_\_\_

#### NOTICE OF DEPARTMENT OF THE ARMY PERMIT

**TAKE NOTICE** the United States Army Corps of Engineers (Corps) has issued a permit or verification SAJ-2017-02339 (MOD-CGK) to Benjamin K. Sharfi, (Permittee) on October 12, 2022 authorizing work in navigable waters of the United States in accordance with Section 10 of the Rivers and Harbors Act of 1899 (33 USC 403) on a parcel of land known as Folio/Parcel ID:

Lake Drive, Palm Beach Shores (Section 27 and 34, Township 42 South, Range 43 East), Palm Beach County, Florida.

Within 30 days of any transfer of interest or control of said property, the Permittee must notify the Corps in writing of the property transfer by submitting the completed permit transfer page included with the issued permit or verification. Notification of the transfer does not by itself constitute a permit transfer. Therefore, purchasers of that portion of the premises containing the area authorized to be filled (or any portion thereof) are notified that it is unlawful for any person to construct, alter, operate, maintain, remove or abandon any works, including dredging or filling, or any other work within, over, or under waters of the United States (including wetlands) without first having obtained a permit from the Corps in the purchaser's name.

**Conditions of the Permit/Verification:** The permit or verification is subject to General Conditions and Special Conditions which may affect the use of the work authorized in Lake Worth Lagoon. Accordingly, interested parties should closely examine the entire permit or verification, all associated applications, and any subsequent modifications.

To obtain a copy of the authorization in its entirety submit a written request to: U.S. Army Corps of Engineers Regulatory Division - Special Projects & Enforcement Branch Post Office Box 4970 Jacksonville, Florida 32232-0019

Questions regarding compliance with these conditions should be directed to: U.S. Army Corps of Engineers Enforcement Section Post Office Box 4970 Jacksonville, Florida 32232-0019

#### **Conflict Between Notice and Permit**

This Notice of Authorization is not a complete summary of the issued permit or verification. Provisions in this Notice of Permit shall not be used in interpreting the permit or verification provisions. In the event of conflict between this Notice of Permit and the permit or verification, the permit or verification shall control.

#### This Notice is Not an Encumbrance

This Notice is for informational purposes only. It is not intended to be a lien, encumbrance, or cloud on the title of the premises.

#### Release

This Notice may not be released or removed from the public records without the prior written consent of the Corps.

This Notice of Authorization is executed on this \_\_\_\_\_ day of \_\_\_\_\_. This document is being submitted for recordation in the Public Records of Palm Beach County, Florida as part of the requirement imposed by the authorization SAJ-2017-02339 (MOD-CGK) issued by Corps.

	Permittee:
	Address:
	Phone:
STATE OF FLORIDA COUNTY OF	
, 20 , by	owledged before me thisday of, who is personally known to
me or has produced	as identification.
(seal)	Notary Public
	Print
My Commission Expires	

#### JUSTIFICATION STATEMENT

## Provide a summary of the proposed project, describing in detail the construction, phasing and proposed development to occur as part of this application (attach additional sheets if needed):

Reclassify and provide a special exception for the Buccaneer Marina to transition from its current classification to a commercial dock and/or marina pursuant to Appendix A, paragraph 7.2(b) of the Town Code.

Bellingham Marine will demolish the current existing wooden fixed piers, support pilings and fender piles. Then, Bellingham will install an entirely new concrete floating dock system with steel pipe pilings (with decorative black sleeves and fiberglass pile caps) for support, including new electrical, fire, fuel and water services to be extended from landside out to the new floating docks (altogether the "New Dock") that will all be compliant with FDEP, USACE, Town, and other applicable agencies' regulations.

Applicant is happy to provide a construction schedule for more detailed phasing, if required. All applicable federal, state and/or local clearances and approvals will be obtained prior to beginning a task or phase.

#### Provide an estimate of construction costs:

\$3,380,260.00 (est., new docks) + \$300,000.00 (est., new fuel system on docks) = \$3,680,260.00 (est.)

## Describe the existing improvements located on the subject property (attach additional sheets if needed):

Currently there are upland renovations being completed to commercial Unit A (i.e. the dining facility and ship's store) and the individual condominium units, as addressed in prior site plan and building related submissions approvals.

# Provide a project history for the subject property, including any prior development approvals filed within the last year in connection with the subject property. Please include the date of previous site plan approval by the Planning and Zoning Board for this property (attach additional sheets if needed):

The New Dock is already approved and permitted by the Florida Department of Environmental Protection pursuant to FDEP Permit No. 50-0147856 and Submerged Lands Lease No. 500022746, along with U.S. Army Corps of Engineers Permit No. SAL-2017-002239. Assuming and once the special exception is approved, Applicant will obtain necessary approvals for the New Dock from the P&Z Board with the Town.

Provide the justification, special reasons, or basis for the approval of this application. Explain why this application is [a] consistent with good planning and zoning practice, [b] will not be contrary to the Town's Comprehensive Development Plan, and [c] will not be detrimental to the promotion of public appearance, comfort, convenience, general welfare, good order, health, morals, prosperity, and safety of the Town. Additionally, [d] all standards set forth in the Town Code of Ordinances for Special Exceptions, Variances, Administrative Appeals, etc. must be addressed. (attach additional sheets if needed)

[a] The New Dock being classified as a commercial dock and/or marina will be consistent with good planning and zoning practices because it will promote commerce to the Town and surrounding establishments, there is sufficient upland interests and ownership to accommodate the classification, Applicant holds sufficient upland parking required pursuant to the local Code (as detailed herein and attached), and it will comply with current zoning.

[b] The New Dock's classification as a commercial dock and/or marina will relatedly serve to meet the Town's Comprehensive Plan by further complying with the zoning and economic promotion of the surrounding areas. Additionally, the New Dock's changed classification will align with neighboring marinas already operating under a same special exception -i.e. Cannonsport and Sailfish Marinas.

[c] The New Dock being classified as a commercial dock and/or marina will promote appearance by being a new modern floating dock system versus the current deteriorating wooden marina, the conveniences and comfort associated with the floating dock system are evident in ease of side-tie mooring and walkability/accessibility of the docks, and the New Docks will include updated fire, electrical, fuel and water systems that are up-to-date with current standards and thus safer for the public and Town.

[d] The New Dock meets the special exception criteria in paragraph 7.2(b) of the Town Code by virtue of the following, in that the New Dock will:

- contain up-to-date fuel sale systems for boating only;
- be open to the public for renting or leasing pursuant to terms in the FDEP and USACE Permits;
- allow the sale of ice and bait, along with other fishing equipment and marine supplies on the dock and through the upland ship's store;
- have an accessory on-shore retail and eating facilities by virtue of the upland ship's store and dining establishment on the property;
- allow for limited marine servicing that complies with FDEP and USACE Permits and regulations;
- there are no plans for any charter vessels at this time.

Additionally, the New Dock will have sufficient upland parking requirements, as there are 27 planned slips that equates to 20.25 required parking spots (27 slips x 0.75 parking spots per slip) and there are approximately 85 upland available parking spots pursuant to the attached site plan

#### SE24-01

#### Supplement to Application Buccaneer Marina - Special Exception Use Approval for New Docks

calculations and signed Reciprocal Driveway Easement and Shared Parking Agreement (copy is attached).

The Applicant will also ensure the New Dock meets requirements for and obtains an FDEP Clean Marina Designation pursuant to Sec. 82-57(d) in the Town Code, and Application will ensure the materials used for construction comply with Sec. 82-51(d) to meet a minimum life expectancy of at least ten years.

Provide any other pertinent information related to the subject property to support the proposed request.

#### **REQUEST FOR SPECIAL EXCEPTION**

**The Applicant is requesting a special exception pursuant to Town Code Section(s)** Appendix A, paragraph 7.2(b) **to permit the following:** 

Reclassification and granting of a special exception for the Buccaneer Marina to transition from its current classification to a commercial dock and/or marina pursuant to Appendix A, paragraph 7.2(b) of the Town Code. Please also see above for breakdown of criteria for para. 7.2(b).

## 1. Explain how all structures will be separated from adjacent and nearby uses by appropriate screening devices:

The New Dock (defined above) will be separated from adjacent and nearby uses by virtue of the 25-ft. riparian setbacks and ensuring there is sufficient room for safe navigation between neighboring docks.

## 2. Explain whether or not excessive vehicular traffic will be generated on surrounding residential streets:

Predominantly water-based operations and traffic. Therefore, Applicant does not expect any additional traffic attributable to solely the reclassification and special exception. Customers seeking to visit the eating facility will be parking at an off-site parking area and will access the property via state registered low-speed vehicle.

#### 3. Explain whether or not a vehicular parking or traffic problem is created:

Predominantly water-based operations and traffic. No vehicular traffic or parking problem is created and there are sufficient upland parking spots to meet the reclassification/exception, as there are 27 planned slips that equates to 20.25 required parking spots (27 slips x 0.75 parking spots per slip) and there are approximately 85 upland available parking spots pursuant to the attached site plan calculations and signed Reciprocal Driveway Easement and Shared Parking Agreement (copy is attached).

#### 4. Explain where on the site appropriate drives, walkways and buffers will be installed:

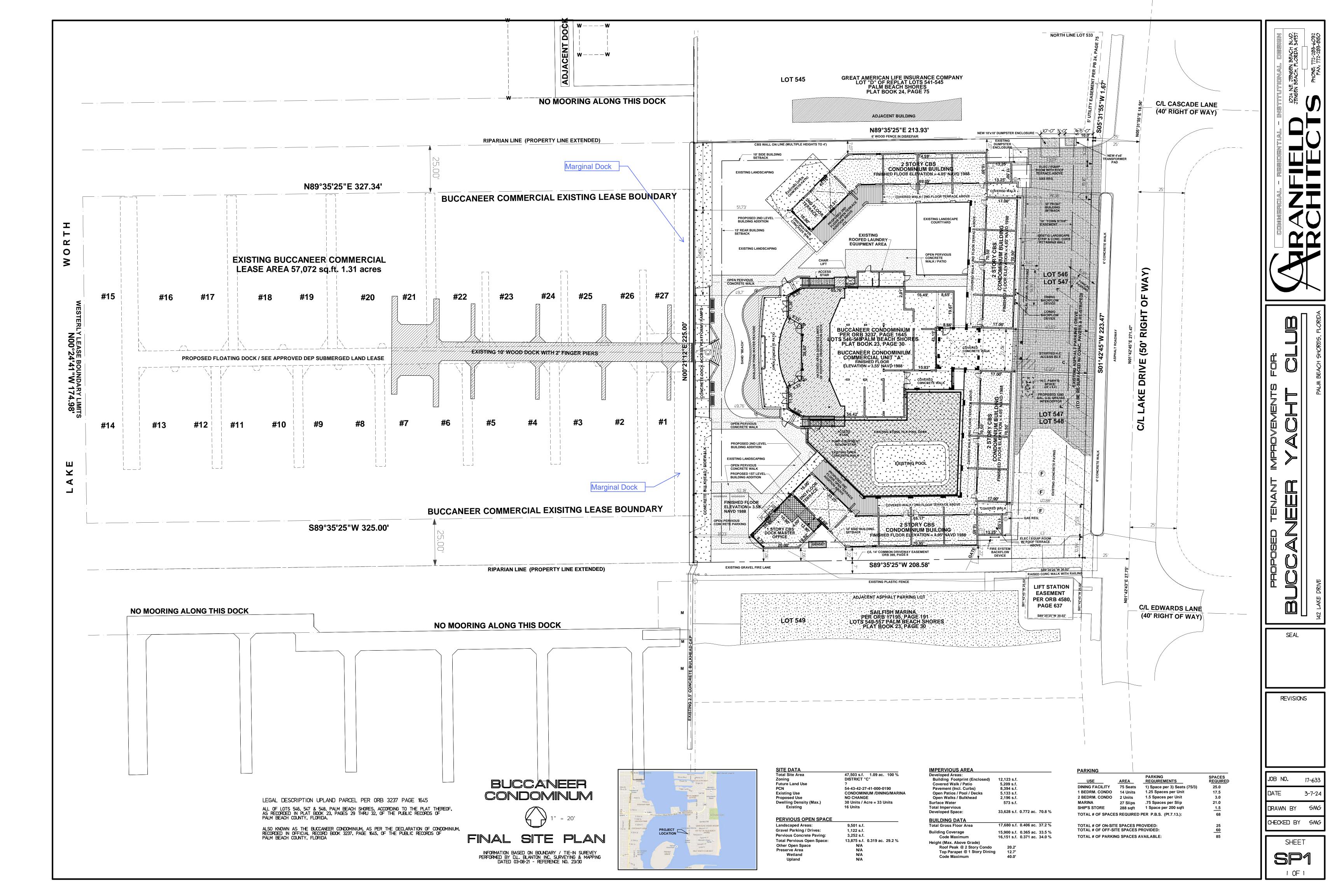
Predominantly water-based operations and traffic, but nevertheless there are sufficient upland access to the New Dock through existing approved drives and sidewalks, including complying with ADA requirements, to the extent that such is required.

## 5. Explain how the proposed use will make a substantial contribution to the neighborhood environment and will not infringe on the rights of properties in the vicinity:

The expansion and operation of the existing marina to the New Dock has, and will continue, to bring tourism and associated revenue to the local economy and provide additional fuel and docking facilities to the local boating community, which are consistent with other neighboring commercial properties operating with the same special exception sought here (i.e. Cannonsport and Sailfish Marinas). Additionally, the new marina meets all set-back and safe navigation/operation governmental requirements.

#### 6. Explain how the proposed use will not endanger, restrict or impair public safety:

The current and proposed New Dock meets all appropriate set-back requirements and other factors for safe navigation and operation pursuant to FDEP, USACE, and other governing authorities. Moreover, the New Dock will contain the latest up-do-date fire, electrical, fuel and water systems to promote safety and ease of use.





### FLORIDA DEPARTMENT OF Environmental Protection

Southeast District Office 3301 Gun Club Road, MSC 7210-1 West Palm Beach, FL 33406 561-681-6600 Ron DeSantis Governor

Jeanette Nuñez Lt. Governor

Shawn Hamilton Secretary

Project Name: Buccaneer Docking Facility

#### **Permittee/Authorized Entity:**

Sharfi Holdings Inc. & Buccaneer Unit A, LLC c/o Joshua Miron, General Counsel & Chief Operating Officer 3731 Pineapple Ave, Second Floor Jensen Beach, FL 34957 Email: jmiron@sharfiholding.com

> Authorized Agent: DLBlanton, Inc. c/o Daniel Blanton Email: <u>DLBlanton@bellsouth.net</u>

#### Environmental Resource Permit - Granted

State-owned Submerged Lands Authorization – Granted Pending Document Execution

U.S. Army Corps of Engineers / Section 404 Authorization – Separate Authorization Required

> **Permit No.:** 50-0147856-006-EM Lease File No.: 500022746

Permit Issuance Date: March 17, 2023

Permit Construction Phase Expiration Date: March 17, 2028

#### Consolidated Environmental Resource Permit and Recommended Intent to Grant Stateowned Submerged Lands Authorization

Permit No.: 50-0147856-006-EM

#### **PROJECT LOCATION**

The activities authorized by this Permit and state-owned submerged lands authorization are located within Lake Worth, Class III Waters, adjacent to 142 Lake Drive, Palm Beach Shores (Section 27, Township 42 South, Range 43 East), in Palm Beach County (Latitude N 26°46'43.5237", Longitude W -80°2'22.2073").

#### **PROJECT DESCRIPTION**

This permit authorizes the following activities: 1) conversion of an existing 18-slip multi-family docking facility to a 27-slip commercial docking facility; 2) construction of an approximately 9,015 sq. ft. floating dock addition to an existing 2,643 sq. ft. dock, for a total 11,658 sq. ft. dock structure; and 3) installation of forty-seven (47) associated piles.

This permit authorizes 9,015 ft<sup>2</sup> of work within other surface waters. Submerged resources are not located within the project boundaries; therefore, there will be no adverse impacts to these resources. Mitigation is not required.

The attached standard manatee conditions (version 2011) shall be adhered to during all in-water work. Prior to construction commencement, weighted floating turbidity curtains, extending to within one-foot from the submerged bottom shall be utilized around the project area to ensure that any turbidity resulting from construction activities will be contained within the project boundaries. All water bodies, including any adjacent submerged aquatic vegetation outside the specific limits of construction authorized by this permit shall be protected from erosion, siltation, sedimentation, and/or scouring.

#### AUTHORIZATIONS

#### Environmental Resource Permit

The Department has determined that the activity qualifies for an Environmental Resource Permit. Therefore, the Environmental Resource Permit is hereby granted, pursuant to Part IV of Chapter 373, Florida Statutes (F.S.), and Chapter 62-330, Florida Administrative Code (F.A.C.).

#### Sovereignty Submerged Lands Authorization

The activity is located on sovereignty submerged lands owned by the State of Florida. It therefore also requires authorization from the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), pursuant to Article X, Section 11 of the Florida Constitution, and Section 253.77, F.S.,

As staff to the Board of Trustees under Sections 253.002, F.S., the Department has determined that the activity qualifies for and requires a lease modification, as long as the work performed is located within the boundaries as described and is consistent with the terms and conditions herein.

The final documents required to execute the lease will be sent to the lessee by the Department's Division of State Lands for execution. The Department intends to issue the lease, upon satisfactory execution of those documents, including payment of required fees and compliance with the conditions

## in the attached permit. You may not begin construction of the activities described until you receive a copy of the executed lease from the Department.

#### Federal Authorization

Your proposed activity as outlined on your application and attached drawings **does not qualify** for Federal authorization pursuant to the State Programmatic General Permit and a **SEPARATE permit** or authorization **shall be required** from the Corps. You must apply separately to the Corps using their APPLICATION FOR DEPARTMENT OF THE ARMY PERMIT, ENG FORM 4345, or alternative as allowed by their regulations. More information on Corps permitting may be found online in the Jacksonville District Regulatory Division Source Book at: <a href="https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book">https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book</a>.

Authority for review - an agreement with the USACOE entitled "Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection (or Duly Authorized Designee), State Programmatic General Permit", Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

#### Coastal Zone Management

Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

#### Water Quality Certification

This permit also constitutes a water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. 1341.

#### Other Authorizations

You are advised that authorizations or permits for this activity may be required by other federal, state, regional, or local entities including but not limited to local governments or municipalities. This permit does not relieve you from the requirements to obtain all other required permits or authorizations.

The activity described may be conducted only in accordance with the terms, conditions and attachments contained in this document. Issuance and granting of the permit and authorizations herein do not infer, nor guarantee, nor imply that future permits, authorizations, or modifications will be granted by the Department.

#### PERMIT & SOVEREIGNTY SUBMERGED LANDS CONDITIONS

The activities described must be conducted in accordance with:

- The Specific Conditions
- The General Conditions
- The General Conditions for Sovereignty Submerged Lands Authorization
- The limits, conditions and locations of work shown in the attached drawings
- The term limits of this authorization

You are advised to read and understand these conditions and drawings prior to beginning the authorized activities, and to ensure the work is conducted in conformance with all the terms,

conditions, and drawings herein. If you are using a contractor, the contractor also should read and understand these conditions and drawings prior to beginning any activity. Failure to comply with these conditions, including any mitigation requirements, shall be grounds for the Department to revoke the permit and authorization and to take appropriate enforcement action.

Operation of the facility is not authorized except when determined to be in conformance with all applicable rules and this permit and sovereignty submerged lands authorization, as described.

#### **SPECIFIC CONDITIONS – EXECUTION OF PROPRIETARY DOCUMENTS**

(1) The terms, conditions, and provisions of the required lease shall be met. Construction of this activity shall not commence on sovereign submerged lands, title to which is held by the Board of Trustees of the Internal Improvement Trust Fund, until all required lease agreement documents have been executed to the satisfaction of the Department.

#### **SPECIFIC CONDITIONS- PROJECT FORMS & ATTACHMENTS**

(2) The attached project drawings (sheets 1 through 7); the Marina Operation and Management Plan (sheets 1 through 4); the Standard Manatee Conditions for In-Water Work, 2011; and DEP forms 62-330.310(3), 62-330.310(1); 62-330.310(2); 62-330.340(1); and 62-330.350(1), which may be downloaded at <u>http://www.dep.state.fl.us/water/wetlands/erp/forms.htm</u> become part of this permit. If the permittee does not have access to the Internet, please contact the Department at (561) 681-6600 to request the aforementioned forms and/or document(s).

#### **SPECIFIC CONDITIONS - PRIOR TO CONSTRUCTION**

(3) After selection of the contractor to perform the authorized activities and prior to the initiation of any work authorized by this permit, the permittee (or authorized agent) and the contractor shall attend a pre-construction conference with a representative of the Department. It shall be the responsibility of the permittee to contact the Department's Compliance Assistance Program, by email <u>SED Compliance@FloridaDEP.gov</u>, or by phone (561) 681-6600, to schedule the pre-construction conference.

(4) Prior to the initiation of any work authorized by this permit, floating turbidity curtains with weighted skirts that extend to within one foot of the bottom shall be placed around the project site, and shall be maintained and remain in place for the duration of the project construction to ensure that turbid discharges do not occur outside the boundaries of the floating turbidity screens. The permittee shall be responsible for ensuring that turbidity control devices are inspected daily and maintained in good working order during all phases of construction authorized by this permit until all areas that were disturbed during construction are sufficiently stabilized to prevent turbid discharges.

#### **SPECIFIC CONDITIONS – CONSTRUCTION ACTIVITIES**

(5) All watercraft associated with the construction of the permitted activities shall only operate within waters of sufficient depth (one-foot clearance from the deepest draft of the vessel (barge) to the submerged bottom) so as to preclude bottom scouring or prop dredging.

(6) There shall be no storage or stockpiling of tools and materials (i.e., lumber, pilings, debris), along the shoreline adjacent to waters of the state. All excess lumber, scrap wood, trash, garbage, and any other type of debris shall be removed from wetlands/waters of the state within 14 days of completion of the work authorized in this permit. All construction equipment/tools and

materials shall be transported to and from the site via upland roadways and barges and all equipment/tools and materials shall be stored on the construction barges or uplands.

#### **SPECIFIC CONDITIONS – MONITORING/REPORTING REQUIREMENTS**

(7) Turbidity levels outside the construction area shall not exceed 29 NTU's above background levels. The following measures shall be taken immediately by the permittee whenever turbidity levels within waters of the State surrounding the project site exceed 29 NTUs above background:

- a. Notify the Department at 561-681-6600 at the time the violation is first detected.
- b. Immediately cease all work contributing to the water quality violation.
- c. Stabilize all exposed soils contributing to the violation. Modify the work procedures that were responsible for the violation, install more turbidity containment devices, and repair any non-functional turbidity containment devices.
- d. As required, perform turbidity monitoring per Specific Conditions.
- e. Resume construction activities once turbidity levels outside turbidity curtains fall below 29 NTUs.

(8) Water turbidity levels shall be monitored if a turbidity plume is observed outside the limits of the required turbidity control devices. Samples shall be taken every four hours until turbidity subsides at one foot above the bottom, mid-depth, and one-foot below the surface at monitoring stations located as follows:

- f. Approximately 100 feet up-current of the work sites and clearly outside the influence of construction activities. (This shall serve as the natural background sample against which other turbidity readings shall be compared.)
- g. Directly outside the turbidity curtains surrounding the work sites and within the densest portion of any visible turbidity plume. (This sample shall serve as the compliance sample.)

(9) During dock construction activities, the permittee or permittee's contractor shall collect the following turbidity monitoring data at the frequency and water depths directed by the Specific Condition above:

- a. Date and time of sampling event
- b. Turbidity sampling results (background NTUs, compliance NTUs, and the difference between them)
- c. Description of data collection methods
- d. An aerial map indicating the sampling locations
- e. Depth of sample(s)
- f. Weather conditions at times of sampling
- g. Tidal stage and direction of flow

Data shall be collected in a turbidity log and shall include a statement by the individual responsible for implementation of the sampling program attesting to the authenticity, precision, limits of detection, and accuracy of the data. The turbidity log shall be scanned and sent on a weekly basis to the Department's ERP Compliance Assurance Program via email at <u>SED\_Compliance@floridadep.gov</u>. The subject line of the email shall include the project name, permit number, and the title "Turbidity Monitoring Reports."

#### SPECIFIC CONDITIONS – OPERATION AND MAINTENANCE ACTIVITIES

(10) The docking facility shall be limited to water dependent activities as defined in Chapter 18-21, F.A.C., and the dock shall accommodate the mooring of twenty-seven (27) vessels in the location depicted in the attached permit sketches.

(11) The docking facility shall be limited to vessels with drafts that provide a minimum of one (1) foot clearance between the deepest draft of the vessel (with the motor in the down position) and the submerged bottom at mean low water while mooring at the docking facility so as to preclude bottom scouring or prop dredging.

(12) The slips shall not be occupied by liveaboard vessels. A liveaboard vessel shall be defined as a vessel docked at the facility that is inhabited by a person or persons for any five consecutive days or a total of ten days within a 30-day period.

- (13) The following activities are prohibited at this docking facility:
  - a. Overboard or through hull discharges of trash, human or animal waste, gray water, or fuel shall not occur at the docking facility.
  - b. Fish cleaning stations and boat repair stations shall not be provided at the docking facility. Fueling stations shall only be authorized at locations shown in the attached construction drawings.
  - c. Boat maintenance or repair activities requiring removal of a vessel from the water, or removal of major portions of the vessel, including the engine, for purposes of routine repair or maintenance on site, shall be prohibited for the life of the facility, except where removal is necessitated by emergency conditions which have resulted in or can result in the sinking of a vessel. Specifically prohibited shall be hull cleaning, hull painting, and discharges or release of oils or greases associated with engine and hydraulic repairs, and related metal-based bottom paints associated with hull scraping, cleaning, and painting. Minor repairs and boat maintenance that will not cause or contribute to the release of water pollutants and which are performed by owners or qualified marine mechanics are allowed.

(14) The attached 'Marina Operation & Management Plan' shall be followed in addition to the specific permit conditions. Any proposed changes to the 'Marina Operation & Management Plan' shall be approved by the Florida Department of Environmental Protection before implementation.

#### **SPECIFIC CONDITIONS – MANATEE CONDITIONS**

(15) The permittee shall comply with the standard manatee protection construction conditions listed in the attached "2011 Standard Manatee Conditions for In-Water Work".

The Permittee shall install permanent manatee educational signs, which shall be (16)maintained for the life of the facility, no later than 60 days after construction commencement. The number and types of signs, as well as the on-site locations shall be approved by FWC staff prior to installation. proposal for approval submitted FWC sign shall be А to ImperiledSpecies@MyFWC.com accordance with information provided in at http://www.myfwc.com/wildlifehabitats/managed/manatee/education-for-marinas/. Signs shall be replaced in accordance with FWC guidance by the Permittee if outdated, damaged or faded.

#### SPECIFIC CONDITIONS – LISTED SPECIES

This permit does not authorize the permittee to cause any adverse impact to or "take" (17)of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.

#### GENERAL CONDITIONS FOR INDIVIDUAL PERMITS

The following general conditions are binding on all individual permits issued under chapter 62-330, F.A.C., except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate project-specific conditions.

(1) All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

(2) A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

(3) Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

(4) At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," [October 1, 2013], which is incorporated by reference in paragraph 62-330.350(1)(d), F.A.C., indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.

(5) Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

(6) Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:

- a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
- b. For all other activities "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
- c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

(7) If the final operation and maintenance entity is a third party:

- a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
- b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

(8) The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

- (9) This permit does not:
  - a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.
  - b. Convey to the permittee or create in the permittee any interest in real property;
  - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or

d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

(10) Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

(11) The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

- (12) The permittee shall notify the Agency in writing:
  - a. Immediately if any previously submitted information is discovered to be inaccurate; and
  - b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

(13) Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

(14) If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.

(15) Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

(16) The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in

a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

(17) This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

(18) A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with subsection 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

# GENERAL CONDITIONS FOR SOVEREIGNTY SUBMERGED LANDS AUTHORIZATION

Any use of sovereignty submerged lands is subject to the following general conditions are binding upon the applicant and are enforceable under Chapter 253, F.S.

(1) Sovereignty submerged lands may be used only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use will constitute a violation. Violation of the authorization will result in suspension or revocation of the applicant's use of the sovereignty submerged lands unless cured to the satisfaction of the Board of Trustees.

(2) Authorization under Rule 18-21.005, F.A.C., conveys no title to sovereignty submerged lands or water column, nor does it constitute recognition or acknowledgment of any other person's title to such land or water.

(3) Authorizations under Rule 18-21.005, F.A.C., may be modified, suspended or revoked in accordance with its terms or the remedies provided in Sections 253.04, F.S. and Chapter 18-14, F.A.C.

(4) Structures or activities will be constructed and used to avoid or minimize adverse impacts to resources.

(5) Construction, use, or operation of the structure or activity will not adversely affect any species which is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004, and 68A-27.005, F.A.C.

(6) Structures or activities will not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity will be modified in accordance with the court's decision.

(7) Structures or activities will not create a navigational hazard.

(8) Structures will be maintained in a functional condition and will be repaired or removed if they become dilapidated to such an extent that they are no longer functional.

(9) Structures or activities will be constructed, operated, and maintained solely for water dependent purposes.

(10) The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.

(11) Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.

(12) Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.

(13) All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.

(14) This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

#### **NOTICE OF RIGHTS**

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until a subsequent order of the Department. Because the administrative hearing process is designed to formulate final agency action, the subsequent order may modify or take a different position than this action.

#### Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

Project Name: Buccaneer Docking Facility Permit No.: 50-0147856-006-EM Page 11 of 14

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency\_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

#### Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 14 of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver may not apply to persons who have not received a clear point of entry.

#### Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via

electronic correspondence at Agency\_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

## FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

### Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Executed in West Palm Beach, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Jason Andreotta District Director Southeast District

## **CERTIFICATE OF SERVICE**

The undersigned duly designated deputy clerk hereby certifies that this permit and all copies were sent on the filing date below to the following listed persons:

FDEP – Norva Blandin MSEM, Danielle Sattelberger, John Tracey, Abigail Davis, <u>SED\_Compliance@FloridaDEP.gov</u>

Matt Mitchell, Palm Beach County, Environmental Resources, <u>mmitchell@pbcgov.org</u> Sharfi Holdings, In.c, Christopher F. Hamilton, <u>CHamilton@sharfiholding.com</u>

## FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.

Project Name: Buccaneer Docking Facility Permit No.: 50-0147856-006-EM Page 13 of 14

Vanessa Osborne 03/17/2023

Clerk

Date

### Attachments:

Project Drawings and Design Specs., 7 pages Marina Operation & Management Plan, 4 pages Standard Manatee Conditions for In-Water Work, 2011 As-built Certification and Request for Conversion to Operational Phase Form 62-330.310(1)\* Request for Transfer to the Perpetual Operation Entity Form 62-330.310(2)\* Request to Transfer Permit Form 62-330.340(1)\* Commencement Notice Form 62-330.350(1)\* \*Can be downloaded at: <u>https://floridadep.gov/water/submerged-lands-environmental-resourcescoordination/content/forms-environmental-resource</u>

# SPECIFIC PURPOSE SURVEY SUBMERGED LAND LEASE & PROPOSED DOCK **Buccaneer Unit A, LLC** Palm Beach Shores, Florida



# LEGAL DESCRIPTION

DESCRIPTION OF SOVEREIGN SUBMERGED LAND LEASE UNDER THE WATERS OF LAKE WORTH AND BEING IN SECTION 27, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA.

THE SOUTH LINE OF LOT 548 IS ASSUMED TO BEAR SOUTH 89°35'25" WEST AND ALL OTHER BEARINGS ARE **RELATIVE THERETO.** 

COMMENCING AT THE SOUTHEAST CORNER OF LOT 548, AS SHOWN ON THE PLAT OF PALM BEACH SHORES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 23, PAGES 29 THROUGH 32, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, THENCE S89°35'25"W, ALONG THE SOUTH LINE OF SAID LOT 548, A DISTANCE OF 208.48 FEET TO THE POINT OF INTERSECTION WITH THE WEST FACE OF A CONCRETE BULKHEAD, ALSO BEING THE MEAN HIGH WATER LINE OF THE WATERS OF LAKE WORTH; THENCE N00°21'12"E, ALONG THE WEST FACE OF SAID BULKHEAD, A DISTANCE OF 25.00 FEET TO THE THE POINT OF BEGINNING; THENCE S89°35'25"W, ALONG A LINE PARALLEL WITH AND 25.00 FEET NORTH OF THE SOUTH LINE OF SAID LOT 548, A DISTANCE OF 325.00 FEET; THENCE N00°24'41"W, A DISTANCE OF 174.98 FEET; THENCE N89°35'25"E, ALONG A LINE PARALLEL WITH AND 25.00 FEET SOUTH OF THE NORTH LINE OF LOT 546, SAID PLAT OF PALM BEACH SHORES, A DISTANCE OF 327.34 FEET, TO A POINT ON SAID CONCRETE BULKHEAD AND MEAN HIGH WATER LINE; THENCE S00°31'06"W, ALONG SAID CONCRETE BULKHEAD, A DISTANCE OF 174.99 FEET TO THE POINT OF BEGINNING.

## CONTAINING IN ALL, 57,072 SQUARE FEET / 1.31 ACRES.

#### SURVEYOR'S NOTES

- 1. The current and expected use of the site is Commercial and meets the accuracy standards for such as required by the Florida Standards Standards of Practice per FAC chapter 5J-17.
- The Specific purpose of this survey is to provide data showing the relationship of docks and pilings adjacent to the proposed boundary lines of the submerged land lease.
- 3. Foundations, Footers and other Underground Facilities not located, unless otherwise shown.
- Existing easements & rights-of-way as shown hereon are per plat of Palm Beach Shores recorded in Plat Book 23, Pages 29-32.
- 5. Distances and angles / bearings shown hereon are per plat and agree with the survey measurement unless otherwise specified.
- The Bearing base is the South line of lot 548, and all other bearings are relative thereto.
- No search of the Public Records by this Surveyor.
- State Plane Coordinates are based on field observations relative to North American 8. Datum NAD 83 Florida East Zone.
- This survey cannot be transferred or assigned, unless authorized by Daniel L. Blanton.
- 10. Additions or Deletions to this sketch other than by the signing surveyor are prohibited. 11. Not valid without the original signature or electronic signature and seal of a Florida
- licensed surveyor and mapper.

#### I HEREBY CERTIFY TO:

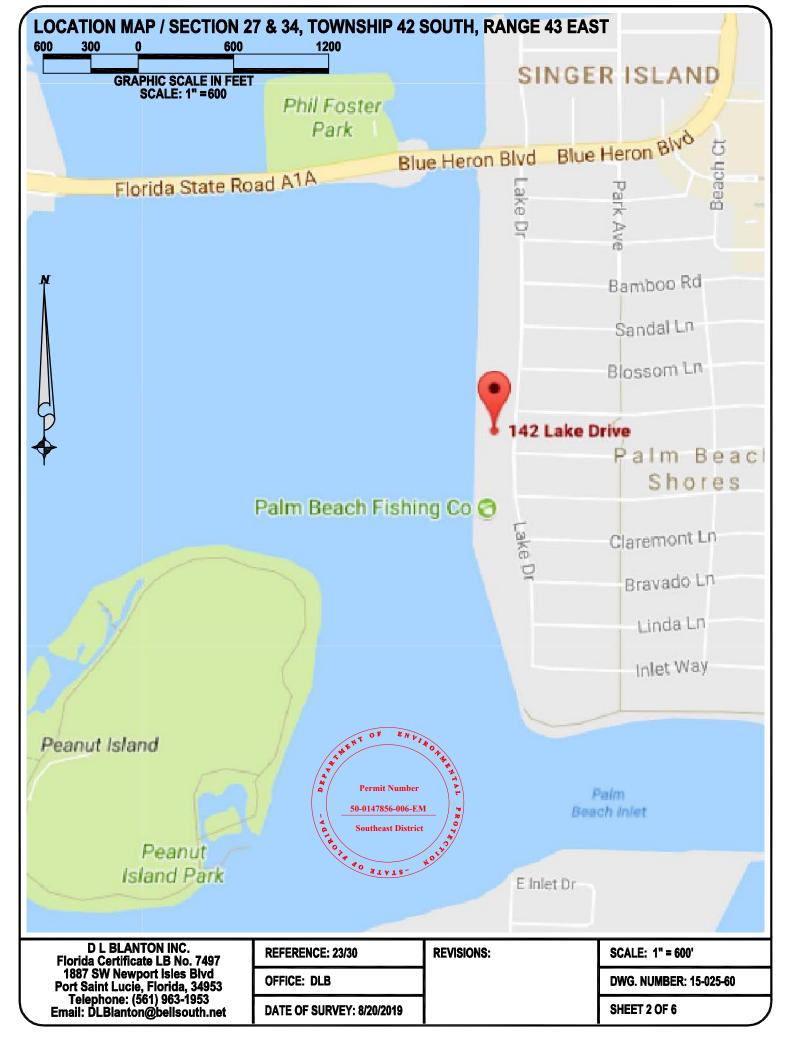
The Board of Trustees of the Internal Improvement Trust Fund Buccaneer Condominium Association of Palm Beach Shores, Inc. Benjamin K. Sharfi, as Trustee for the Benjamin K. Sharfi 2002 Trust

That this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

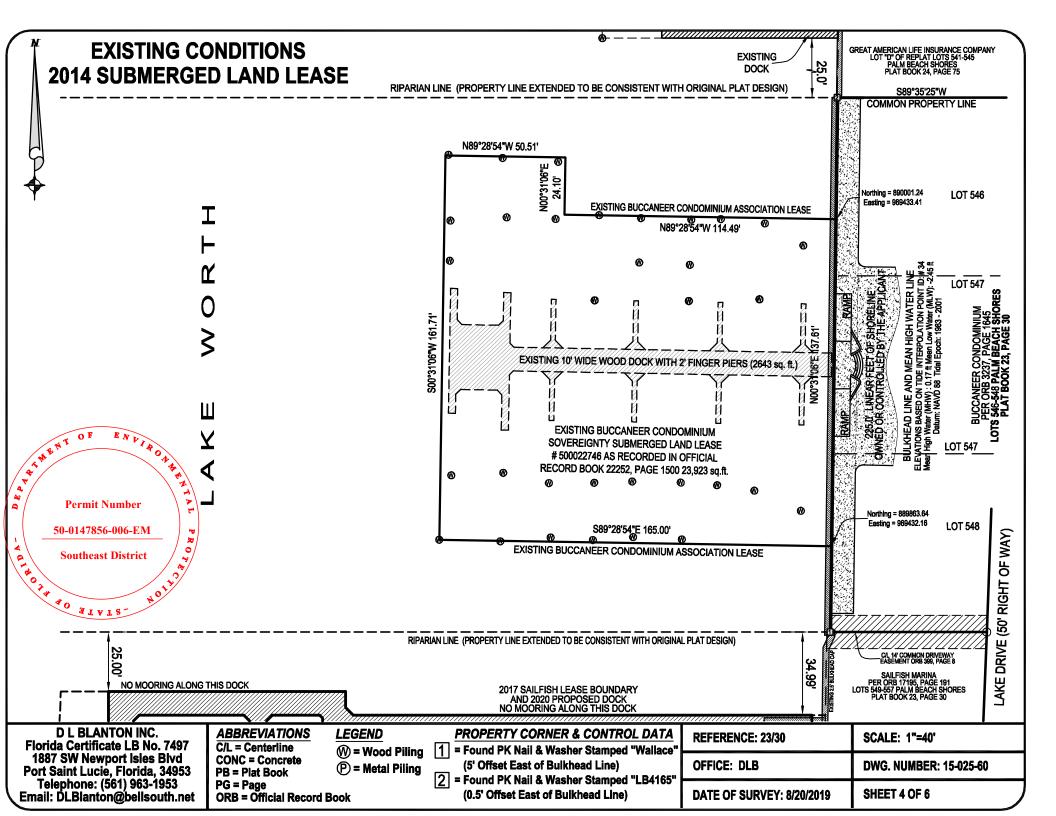
## DANIEL L. BLANTON **PROFESSIONAL SURVEYOR & MAPPER** FLORIDA CERTIFICATION NO. 5988

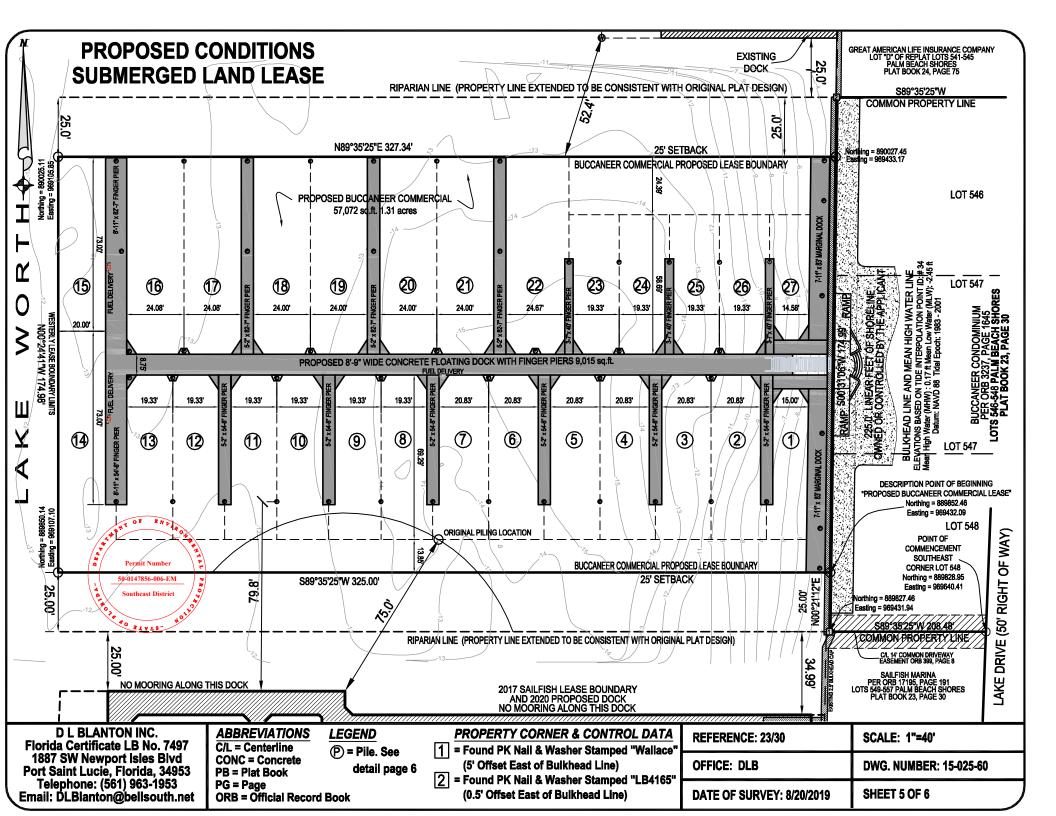
i ionua otatutes.				
D L BLANTON INC. Florida Certificate LB No. 7497	REFERENCE: 23/30	1/20/2021 Revised Dock 2/1/2021 Address Comments	SCALE: N/A	
1887 SW Newport Isles Blvd Port Saint Lucie, Florida, 34953 Telephone: (561) 963-1953 Email: DLBlanton@bellsouth.net DATE OF SURVEY	OFFICE: DLB		DWG. NUMBER: 15-025-60	
	DATE OF SURVEY: 8/20/2019	7/3/2021 USACE Combined App	SHEET 1 OF 6	

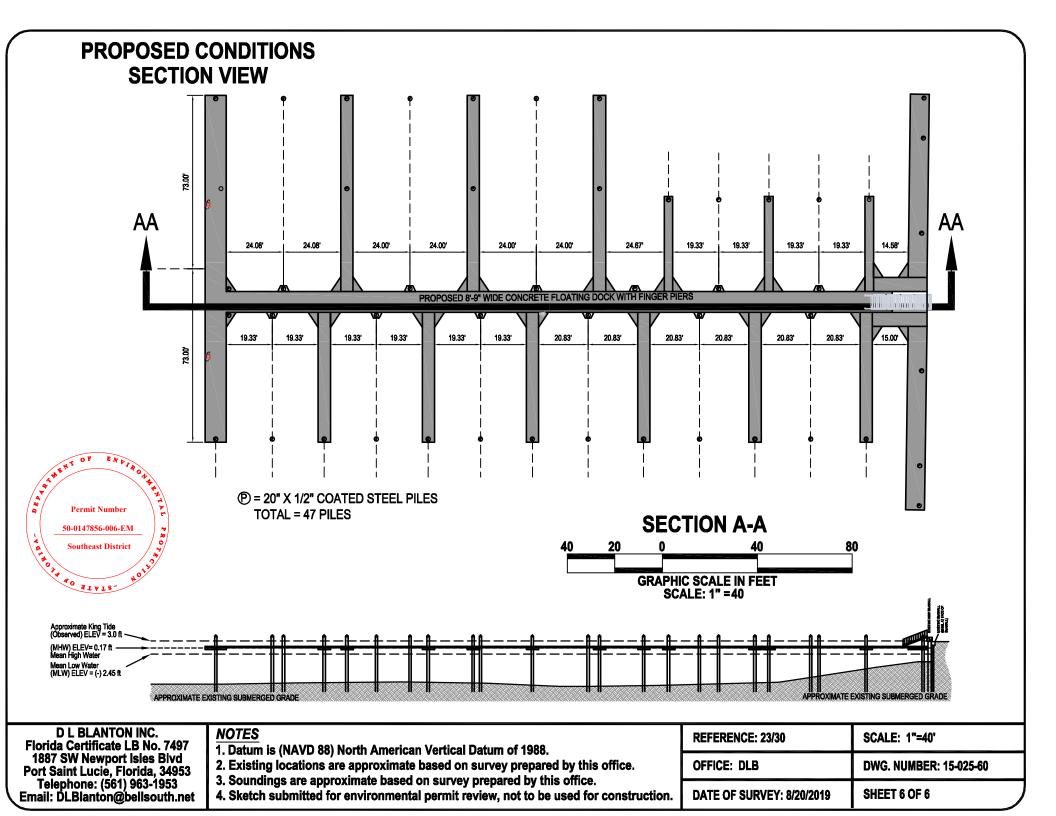


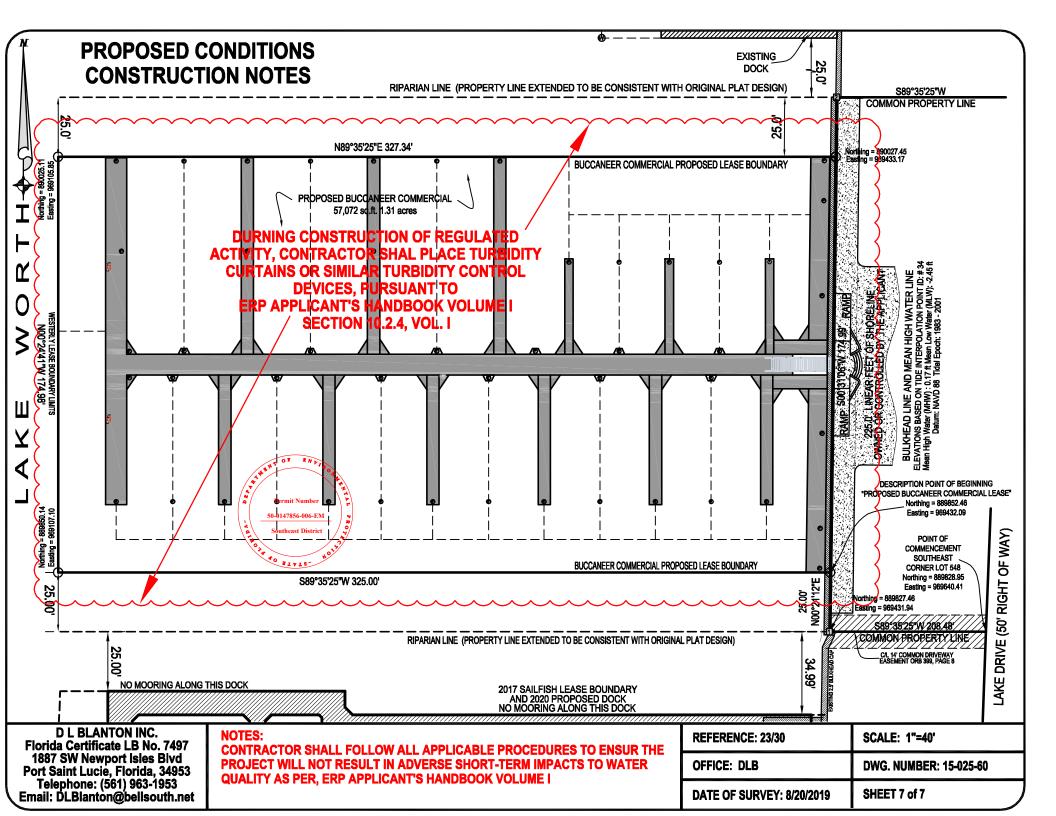












#### BUCCANEER MARINA Marina Operation & Management Plan Updated October 2022



#### **INTRODUCTION**

This is a current 18-slip marina facility with wet slips. The marina has a full-time dock master to assist marina patrons and monitor activities at the facility. The marina does not currently have the ability to pump-out vessels, but it is considering adding pump-out facilities. No professional boat maintenance, boat haul-out, or boat cleaning is proposed for the facility. The Buccaneer Condominium Association of Palm Beach Shores, Inc. is the current owner of the facility.

Buccaneer Marina, together with Buccaneer Unit A, LLC (owner of the upland business interests and the entity entitled to expand the Marina pursuant to the Condominium Declaration) has initiated the necessary steps to expand and upgrade the marina (the "Buccaneer Marina"). The expansion will consist of the construction of a new 27-slip floating concrete docking structure that will replace the current 18-slip stationary facility that is nearly 50 years old. The new facility will provide two new fuel pumps along with a full-time dock master to administer fuel sales, receive visiting vessels, and ensure the marina operates efficiently and complies with regulations. Buccaneer Marina will not be offering pump-out facilities, but will offer information for nearby third party pump out services and it will post available nearby pump-out services or marinas offering it as well. The improvements will also include extensive electrical upgrades and marina signage. The marina improvements have been designed to minimize impacts to the natural environment while being user friendly. It is the goal of ownership to have this marina represent a facility where aesthetics, cleanliness, and environmental concerns are the very highest priority. The ownership is directly involved in overseeing the progress reviewed below to ensure compliance.

To provide the Florida Department of Environmental Protection (FDEP) reasonable assurances that the proposed facility will meet water quality standards, improvements are proposed in the form of marina management and operations. Part of the improvement in operations is the full-time presence of a dock master during normal business hours. Fuel pumping and mooring of vessels will be performed by staff trained in the operations of these functions with knowledge of emergency procedures. No professional boat washing or maintenance is proposed at the facility, other than recreational boaters rinsing down or cleaning their vessels. The project site currently meets state standards for water quality parameters.

The following are changes, improvements, and management criteria that will improve water quality in general.

#### PARAMETERS OF CONCERN

The following Best Management Practices (BMP's) will address the construction and operation of the facility.

The Facility Management Plan is broken down into areas and elements which directly affect water quality in the basin.

#### **MONITORING/COMPLIANCE**

Ownership shall designate an Environmental Compliance Officer (ECO) who will be responsible for water quality in the marina. The ECO shall answer directly to the owner and shall remain a permanent



operating position as long as the marina provides boat mooring. The ECO shall be responsible for documentation and reporting and shall work pro-actively with the marina users to assure full compliance with the Management Plan and state water quality criteria. The ECO will be identified to the FDEP and will be the point contact between the owner and FDEP. The ECO will take immediate action to rectify any violations of state water quality standards, reporting these actions to the FDEP and owner. The criteria for reporting to FDEP will be any observable violation of state law or rule.

#### **ENFORCEMENT**

Responsibility - it will be the responsibility of Buccaneer Marina, or successor in title, for protection and maintenance of water quality standards within the marina. It shall be the responsibility of Buccaneer Marina to identify pollution sources from within the marina that may result in water quality violations and to take appropriate actions to prevent such occurrences.

*Violations* – Buccaneer Marina reserves the right to identify any offender causing a violation of water quality standards within the marina, and to name said offender in any enforcement action taken by the FDEP. Buccaneer Marina acknowledges that it has the duty to monitor its patrons to the extent practicable to ensure compliance with this agreement and with the conditions and requirements. Should Buccaneer Marina fail to enforce or improperly monitor this agreement with the respect to activities of its patrons, then Buccaneer Marina acknowledges its responsibility and liability for violations of FDEP rules, statutes and water quality standards resulting there from. Nothing herein shall be construed to waive any defenses provided to Buccaneer Marina in Chapters 403 and 376, Florida Statutes, in any enforcement action brought by FDEP.

#### **MODIFICATIONS**

It is the intent of both the FDEP and Buccaneer Marina to monitor, assess and implement changes to this Management Plan as necessary to comply with all FDEP Permits and state water quality standards. Changes to the Management Plan can be implemented through a request to FDEP, after a final decision has been reached and a written agreement between Buccaneer Marina and the FDEP has been made.

#### ARINA ACTION PLAN

To provide the FDEP reasonable assurance of environmental and public safety, the marina will develop and maintain on-site a Marina Action Plan. The Plan will be reviewed annually with all marina employees.

The Marina Action Plan will include the following information:

- Emergency contacts for oil and/or gas spills as well as the Facility Site Map which provides the locations of the spill kits for the marina.
- A hurricane preparedness plan which provides procedures to be initiated in the event of an oncoming hurricane.
- Fire safety procedures which include locations of fire extinguishers and emergency contacts.

#### **BOAT BASINS (MARINA)**

#### FUELING AND REGULATED STORAGE TANKS:

Two brand new fuel pumps will be installed at the western-end of the new floating T-dock for transient and public boating access. The fuel storage tanks are on the eastern edge of the property with professional, licensed, and insured contractors installing and connecting the tanks to the new pumps. FDEP and Buccaneer



Marina will work together to ensure all applicable environmental guidelines are followed in the installation, where we have a set of the fuel system.

**SOLID WASTES:** Waste dumpsters and trash cans will be placed on the new docks and landward for patrons. Waste dumpsters should remain covered from inclement weather when not in use. If the dumpster becomes rusted or corroded, have the waste management company replace the dumpster to keep storm water from discharging to the ground or storm water drainage. To the extent necessary, Buccaneer Marina will post signs by dumpster instructing patrons not to place hazardous waste in the dumpster and directing them to marina staff. Buccaneer Marina will also train marina staff in proper waste management.

**HULL MAINTENANCE:** Hull maintenance in the water, particularly in the form of hard scraping of sailboats with lead keels, may "shave" particulate lead into the bottom sediments and drive copper into solution as a function of brushing boat bottoms with copper-based paints. No in-water hull maintenance will be allowed at the marina.

**DOCK CONSTRUCTION:** Use of Chromate Copper Arsenic (CCA) treated piling and timber may be leaching the CCA treatment into the water column, increasing the concentration of arsenic, copper and chromium in the water column and sediments. All new docks will be constructed using alterative materials such as concrete, plastic, or fiberglass pilings, or wrap all CCA treated pilings in PVC liner that extends from 1' below the mud line to 1' above mean high water elevation. When existing piles are replaced, use either alternative materials, or CCA treated piles wrapped in PVC.

**SEWAGE PUMP-OUT:** Overboard discharges of domestic sewage from marine heads or holding tanks, including gray water from showers and sinks, contribute to water quality degradation. Poorly maintained pump-outs and pump-out in inaccessible locations limit their use and encourage the improper disposal of sanitary wastes. The Buccaneer Marina will not be offering a pump out station, but staff will be prepared and trained to inform the public about nearby third party pump out services and/or other nearby marinas offering it as well.

**BOAT CLEANING:** Hard abrasives, such as stainless-steel wool, or similar cleaning pads, may drive chromium treatments into the water column during cleaning of boat bright work. Use of various soaps, detergents, and cleaners are detrimental to the environment and degrade water quality. Products used to wash a boat's hull and deck often contain toxic ingredients such as ammonia, sodium hypochlorite, chlorinated solvents, petroleum distillates, or lye. All boats should be washed by hand avoiding use of hard abrasives, or chemical treatments that may drive the chromium into solution. Buccaneer Marina will provide information to marina users regarding the use of cleaners and provide recommendations for brand names that are environmentally friendly if it notices a potential issues or is asked.

**PETROLEUM BYPRODUCTS:** Oil and grease from the operation and maintenance of inboard engines are sources of petroleum in bilges. Discharged bilge water, with associated oils and greases, are sources of pollution in marinas. Methods to be employed by marina management will include the following:

- Educate marina users on the importance of maintaining bilge water free of oils and associated greases. Encourage patrons to conduct periodic inspections of engine components and to repair leaks and eliminate spillage
- Maintain an oil boom on-site and train marina staff on the appropriate use.
- Encourage use of absorbent pads.

**PETROLEUM BYPRODUCTS:** Maintenance, typically changing of engine oils and oil/water separators, and repair of injection nozzles and similar maintenance results in contaminates and used

products that boaters do not have a convenient means for proper disposal. No changing of engine oils and oil/water separators, repair of injection nozzles and similar maintenance is proposed to occur at the facility.

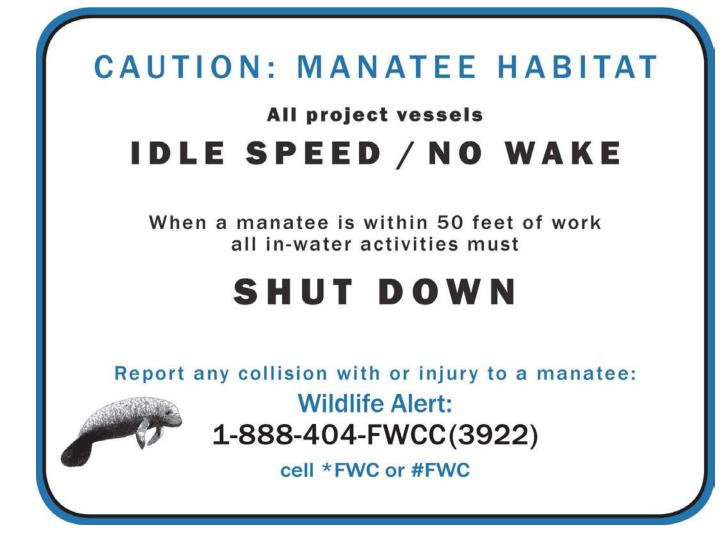
**BATTERY MANAGEMENT:** Lead acid batteries contain a wet electrolyte sulfuric acid solution which can spill if the cell caps are removed or missing, if the battery is not properly anchored down, or if the battery case cracks. These batteries also contain several pounds of lead which, along with the acid electrolyte, which may cause elevated levels of lead in the water column. Smaller, dry cell, nickel-cadmium and sealed lead acid rechargeable batteries, if improperly discarded into the marina basin, may contribute to degraded water quality. Buccaneer Marina will include the 1-800-8-BATTERY phone number for nickel-cadmium battery recycling information, and will also include the FDEP information line phone number of 1-800-741-4FDEP and FDEP web site at <u>www.FDEP.state.fl.us</u> for help in recycling batteries or other materials.



# STANDARD MANATEE CONDITIONS FOR IN-WATER WORK 2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the FWC Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the Florida Fish and Wildlife Conservation Commission (FWC) must be used (see MyFWC.com/manatee). One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 81/2" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. Questions concerning these signs can be sent to the email address listed above.



Prepared by and return to: Joshua D. Miron, Esq. 3731 NE Pineapple Ave., 2nd Floor Jensen Beach, FL 34957 (772) 405-0058

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## RECIPROCAL DRIVEWAY EASEMENT AND SHARED PARKING AGREEMENT

THIS RECIPROCAL DRIVEWAY EASEMENT AND SHARED PARKING AGREEMENT ("Agreement") is made and entered into this 22<sup>nd</sup> 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, legally described pursuant to the attached Exhibit "C", 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, legally described pursuant to the attached Exhibit "D," 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.

Assignment. This Agreement involves the granting of an appurtenant easement for the 6. 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] [SIGNATURE PAGE FOLLOWS] 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:

111 Witness Printed Name:

uto.
l

STATE OF FLORIDA	)	
	)	SS:
COUNTY OF MARTIN	)	

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

NRY PLU	JILL SABOTA
	MY COMMISSION # HH 075122
20	EXPIRES: December 28, 2024
OF FLO	Bonded Thru Notary Public Underwriters

Notary

BUCCANEER UNIT A, LLC

Joshua D. Minon, 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:

Wilness Printed Name: CH21STOPHER HAMILTON

Witness Printed Name: Jin Schota

STATE OF FLORIDA	)	
	)	SS:
COUNTY OF MARTIN	)	

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



Notary

THE BUCCANEER CONDOMINIUM ASSOCIATION OF PALM BEACH SHORES, INC.

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:

Witness Printed Name: CHRISTOPHER HANICTON

Jin ( Witness Printed Name.

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  $[\]$  is personally known or [] has produced a driver's license as identification.

JILL SABOTA MY COMMISSION # HH 075122 EXPIRES: December 28, 2024 Bonded Thru Notary Public Underwriters

Notary

Exhibit "A"

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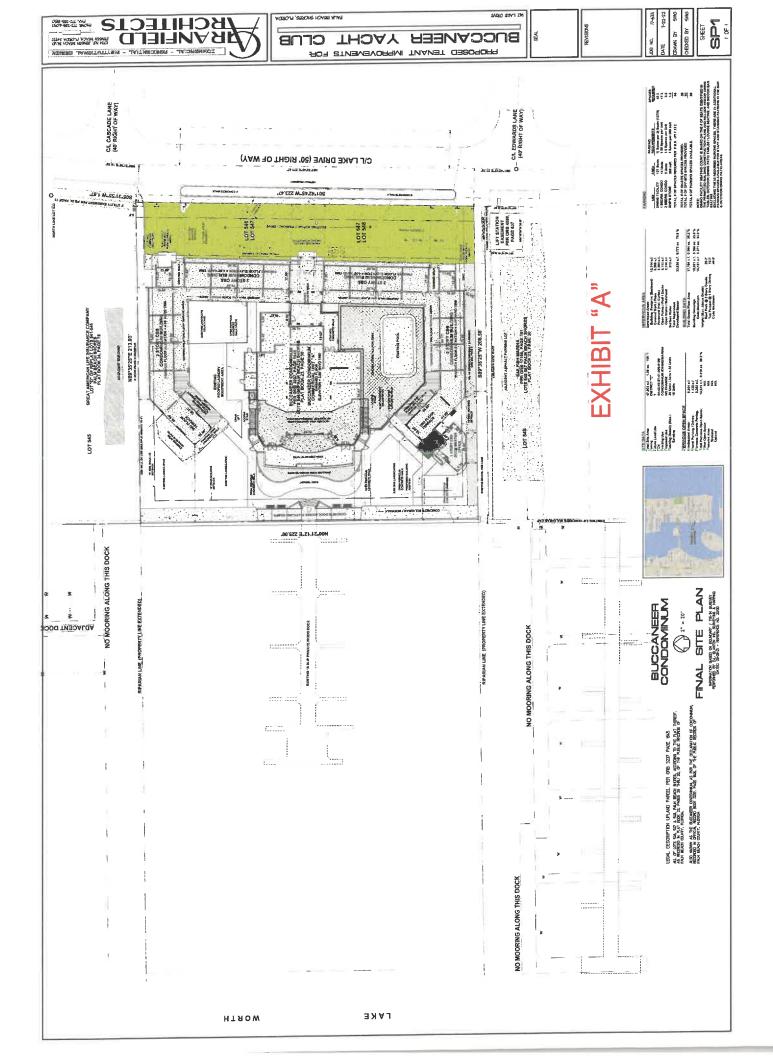


Exhibit "B"

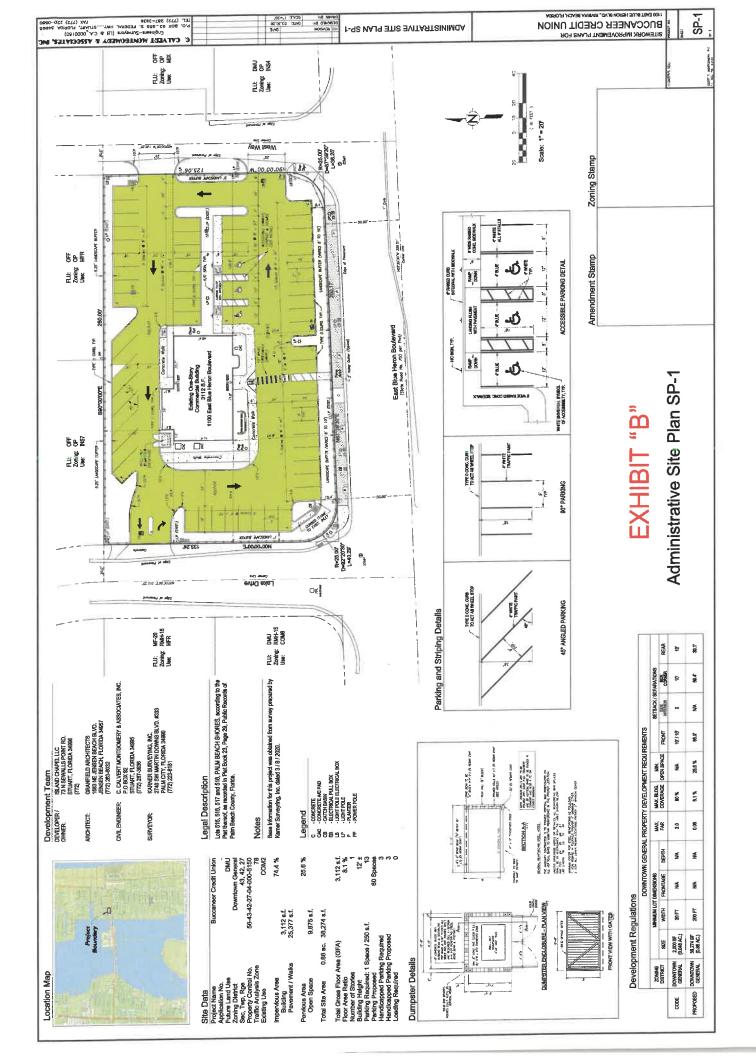


Exhibit "C"

# PROPERTY DESCRIPTIONS FOR ISLAND CHAPEL

Exhibit C - Amended Reciprocal Driveway Easement and Shared Parking Agreement

Street Address: 1100 E Blue Heron Boulevard, Palm Beach Shores, FL

Legal Description: Lots 515, 516, 517 and 518, Palm Beach Shores, according to the map or plat thereof as recorded in Plat Book 23, Page 29, Public Records of Palm Beach County, Florida.

Parcel Identification Number: 6-43-42-27-04-000-5150

Exhibit "D"

## PROPERTY DESCRIPTIONS FOR UNIT A

Exhibit D - Amended Reciprocal Driveway Easement and Shared Parking Agreement

Street Address: 142 Lake Drive, Unit A, Palm Beach Shores, FL

Legal Description: Condominium Parcel Commercial Unit "A" of Buccaneer Condominium according to the Declaration of Condominium of Buccaneer Condominium, recorded in Official Records Book 3237, Page 1645, as amended, of the Public Records of Palm Beach County, Florida, together with all interests, rights and appurtenances thereto as provided in such Declaration.

Parcel Identification Number: 54-43-42-27-41-001-0010

Prepared by and return to: Joshua D. Miron, Esq. 3731 NE Pineapple Ave., 2nd Floor Jensen Beach, FL 34957 (772) 405-0058

# 

CFN 20220277724

OR BK 33670 PG 1260 RECORDED 06/29/2022 14:25:19 AMT 10.00 Doc Stamp 0.70 Palm Beach County, Florida Joseph Abruzzo,Clerk Pss 1260 - 1261; (2pss)

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# Quit Claim Deed

This Quit Claim Deed made this A day of June, 2022, between Benjamin K. Sharfi, as Trustee of the Benjamin Sharfi 2002 Trust Dated December 18, 2002, whose post office address is: PO Box 788, Jensen Beach, FL 34958, grantor, and Buccaneer Unit A, LLC, whose post office address is: PO Box 788, Jensen Beach, FL 34958, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in Palm Beach County, Florida to-wit:

Condominium Parcel Commercial Unit "A" of Buccaneer Condominium according to the Declaration of Condominium of Buccaneer Condominium, recorded in Official Records Book 3237, Page 1645, as amended, of the Public Records of Palm Beach County, Florida, together with all interest, rights and appurtenances thereto as provided in such Declaration

Parcel Identification Number: 54-43-42-27-41-001-0010

This conveyance is of unencumbered property with no change in beneficial ownership and no exchange of value. Pursuant to Crescent Miami Center, LLC v. Florida Department of Revenue and subsequent technical assistance advisements issued by the State of Florida Department of Revenue, only minimum documentary stamp tax is due.

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit, and profit of the said grantee forever.

Book33670/Page1261 CFN#20220277724 Page 2 of 2

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:	BENJAMIN SHARFI 2002 TRUST
Witness Printed Name:	unnon S. McCull	Benjamin K. Sharfi, Trustee
<u>Christopher</u> Stappe Witness Pfinted Name: <u>24</u>	le ter Restopher Smp	LETON
STATE OF FLORIDA	)	SS:
COUNTY OF MARTIN	)	

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 21 June, 2022, by BENJAMIN K. SHARFI, as Trustee of the Benjamin Sharfi 2002 Trust dated December 18, 2002, who [] is personally known or [] has produced a driver's license as identification.



Maced My Votary

# **BUCCANEER MARINA**

# PALM BEACH SHORES, FLORIDA

# **UNIFLOAT**®

Precision Engineered Flotation Systems

WARNING:

BELLINGHAM MARINE INDUSTRIES HAS BEEN NOTIFIED BY ITS WOOD PRESERVERS, THAT THE CHEMICALS USED IN THE WOOD TREATMENT PROCESS ARE KNOWN TO CAUSE CANCER

VICINITY MAP

CAUTION: FLOAT SYSTEMS ARE UNSTABLE WHEN PLACED IN WATER PRIOR TO ASSEMBLY IN THEIR FINAL INTENDED CONFIGURATION. MODULES OR SUBASSEMBLIES SHOULD BE HANDLED WITH CARE DURING INSTALLATION AND SHOULD NEVER BE STOOD OR WALKED UPON PRIOR TO FINISHED ASSEMBLY.

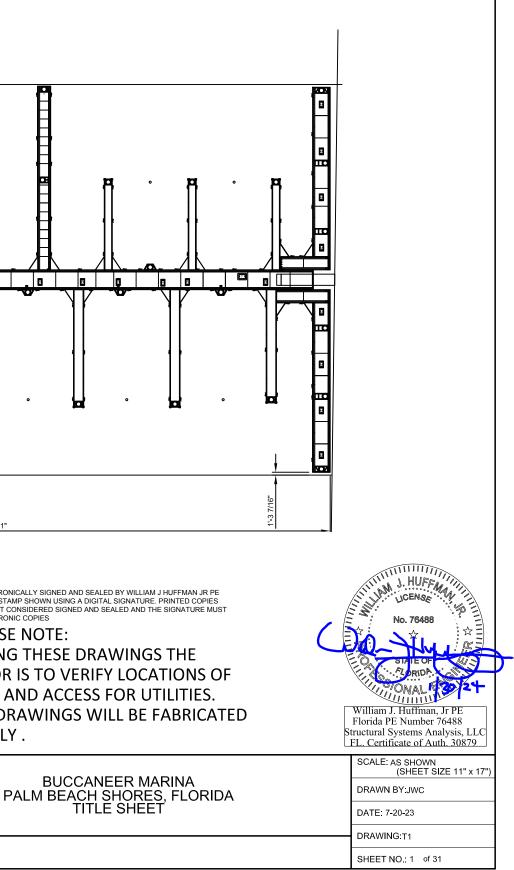
IMPORTANT LEGAL NOTICE TO PUBLIC These drawings are protected against copying under the Federal Copyright Act (17 U.S.C. §§ 101 et seq.) Gaining Access to these drawings DOES NOT allow you to copy and use them for commercial purposes. The Federal Copyright Act preempts state public disclosure laws. You have now been expressly notified. The copying of these drawings without the express consent of Bellingham Marine Industries, Inc. for the purpose of using the design for commercial gain is a wilful violation of the Federal Copyright Act. Bellingham Marine Industries, Inc. or will take all necessary actions to protect its rights.



# SITE MAP 12. 8 E 1. E. les -301'-11" NOTE: IN SIGNING AND CHECKING BOX THIS ITEM HAS BEEN FLECTRONICALLY SIGNED AND SEALED BY WILLIAM J HUFEMAN JR PE YOU ARE APPROVING ALL THE PAGES ON THE DATE AND OR TIME STAMP SHOWN USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST

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### **Drawing Set**



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		IDX1	2	INDEX SHEET
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		S12	30	STEEL FABRICATION DETAILS

	S13	31	STEEL FABRICATION DETAILS

1	11-3-23	CLIENT REVISIONS
NO.	DATE	DESCRIPTION
		REVISIONS



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BUCCAN PALM BEACH S INDE

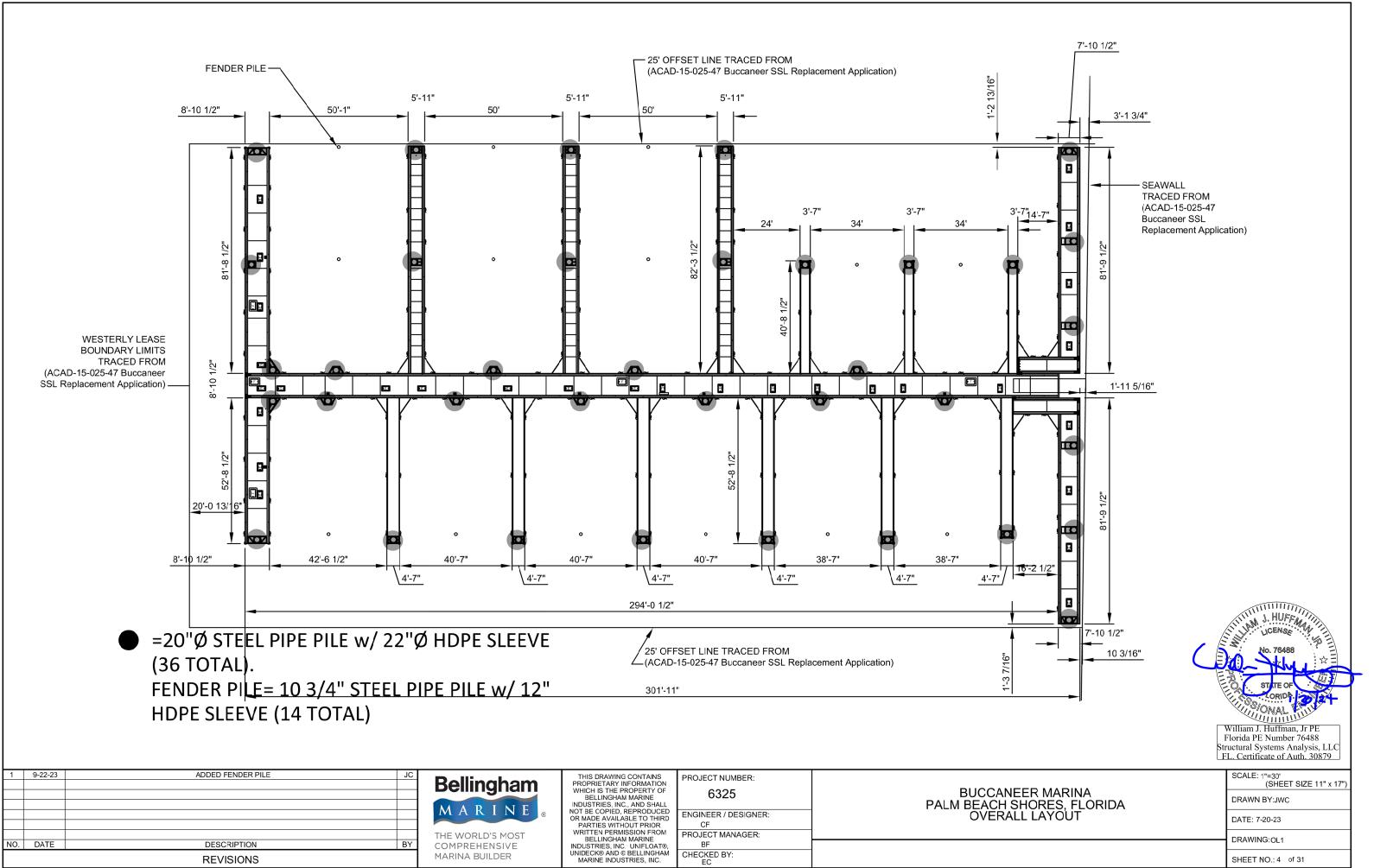
	No. 76488 No. 76488 Stare of ORAL William J. Huffman, Jr PE Florida PE Number 76488 Structural Systems Analysis, LLC FL. Certificate of Auth. 30879
NEER MARINA SHORES. FLORIDA	SCALE: AS SHOWN (SHEET SIZE 11" x 17") DRAWN BY:JWC
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	SHEET NO.: 2 of 31

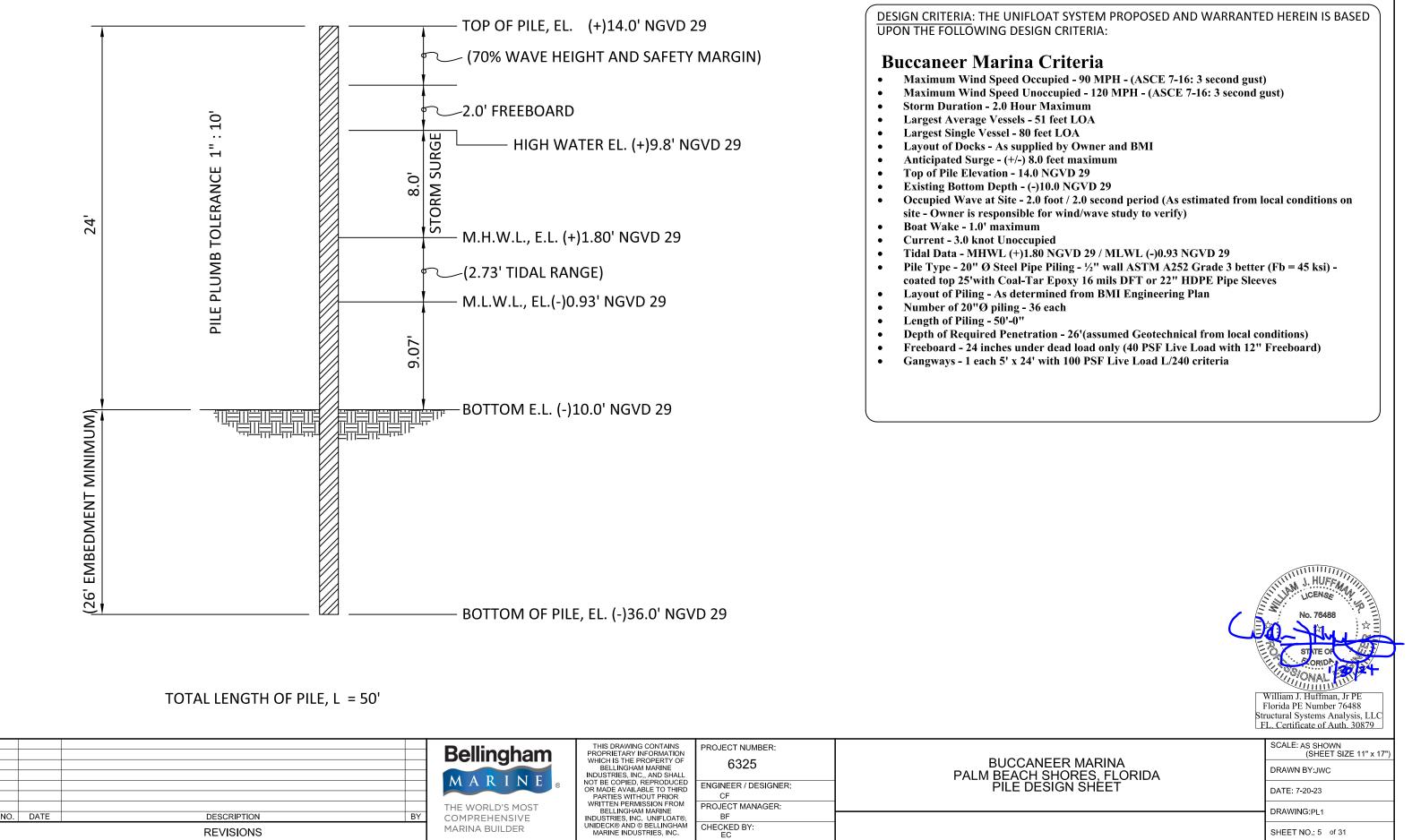
#### **GENERAL NOTES**

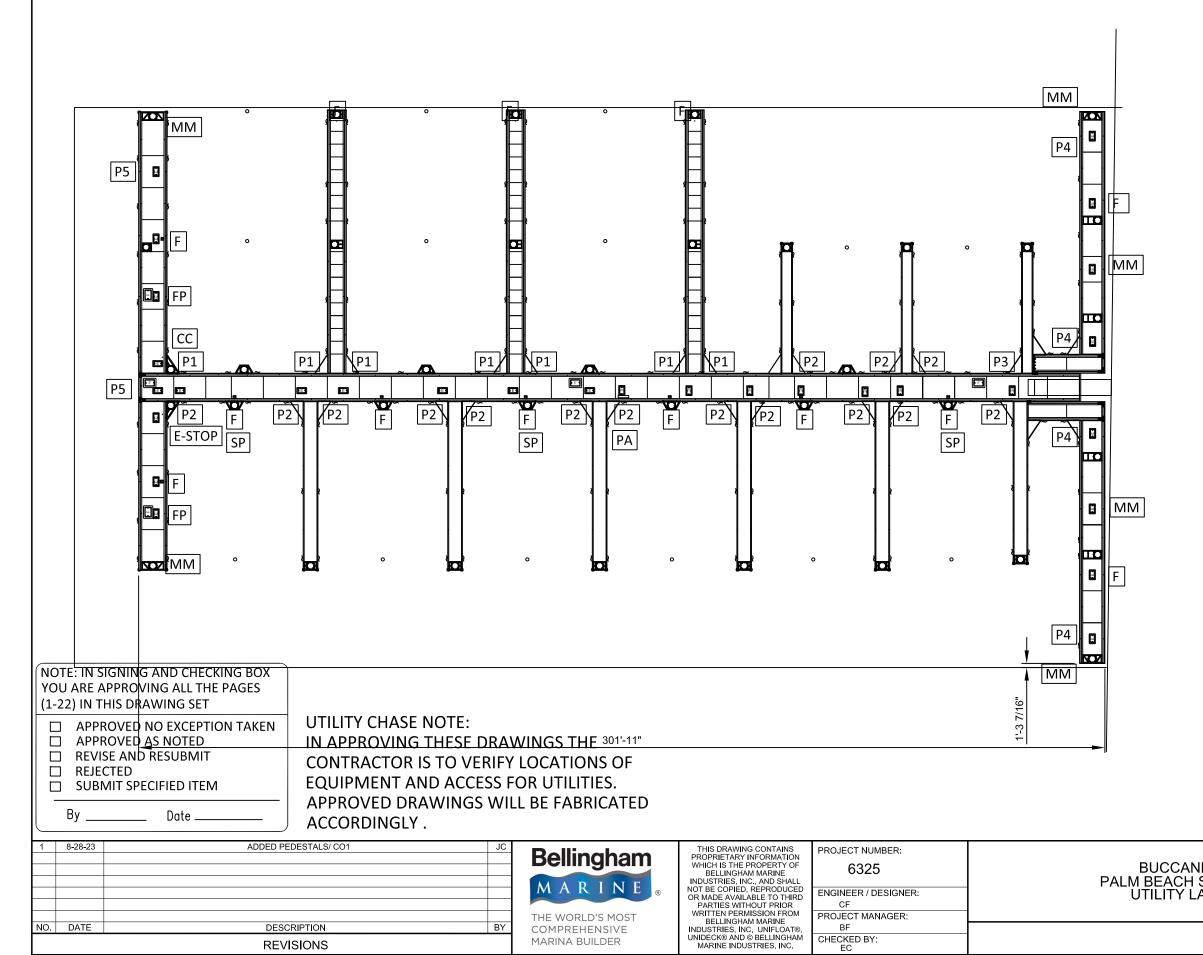
- WHEN THESE DRAWINGS AND DESIGN ARE BASED ON A "PROPOSED SURVEY", IT IS ADVISABLE TO HAVE AN ACTUAL "AS BUILT SURVEY" PRIOR TO EARLY PRODUCTION. RELEASE BASED ON A PROPOSED SURVEY IS THE CUSTOMER'S RESPONSIBILITY.
- CAUTION: FLOAT SYSTEMS ARE UNSTABLE WHEN PLACED IN WATER PRIOR TO ASSEMBLY IN THEIR FINAL INTENDED CONFIGURATION. MODULES OR SUBASSEMBLIES SHOULD BE HANDLED WITH CARE DURING INSTALLATION AND SHOULD NEVER BE STOOD OR WALKED UPON PRIOR TO FINISHED ASSEMBLY.
- WARNING: BELLINGHAM MARINE INDUSTRIES, INC. HAS BEEN NOTIFIED BY ITS WOOD
   PRESERVERS THAT THE CHEMICALS USED IN THE WOOD TREATMENT PROCESS ARE KNOWN TO CAUSE CANCER.
- NOTE: PVC SLEEVES CAST INTO FLOAT MODULES ARE NOT CONTINUOUS THRU THE ASSEMBLED DOCK. THERE IS A 3 1/2" APPROXIMATE GAP BETWEEN FLOAT MODULES. THIS SYSTEM IS DESIGNED TO PROVIDE ONLY A SLEEVE FOR WHATEVER WIRING/CONDUIT SYSTEM IS REQUIRED BY THE ELECTRICAL SYSTEM DESIGNER AND LOCAL CODE AUTHORITY.
  - NOTE: STEEL WELDMENTS ARE HOT DIPPED GALVANIZED (HDG) AFTER FABRICATION. ALL NUTS, BOLTS, AND WASHERS WILL BE A307 HDG STEEL, OR STAINLESS STEEL GRADE 304. THE GALVANIZED COATING ON HDG STEEL PARTS IS A SACRIFICIAL MATERIAL THAT DEGRADES OVER TIME. GALVANIZED PARTS WILL CORRODE AFTER EXPOSURE TO SALTWATER, AND HAVE A LIFE EXPECTANCY OF 5 TO 10 YEARS. ROUTINE MAINTENANCE AND/OR REPLACEMENT WILL BE REQUIRED.

ABBREVIATIONS				
&	and	%	Percent	
@	at	±	Plus or Minus	
A.C.O.E.	Army Corps of Engineers	PL.	Plate	
ALUM. A.S.	Aluminum Anti-Skid	PCF P.O.C.	Pounds per Cubic Foot Point of Connection	
A.S. X	by	PSI	Pounds per Square Inch	
CB	Carriage Bolt	P.T.	Pressure Treated	
Ē	Center Line	PVC	Polyvinyl Chloride	
C-C	Center to Center	PL.	Plate	
C.F.	Cubic Foot/Feet	PW	Plate Washer	
C.I.P.	Cast in Place	QTY.	Quantity	
CLR. CW	Clear Cleat Washer	REINF. REQ'D	Reinforced, reinforcement	
CONC.	Concrete	SQ.	Required Square	
CONT.	Continuous	SQW	Square Washer	
C.Y.	Cubic Yard	S.F.	Square Foot	
o	Degrees	SIM.	Similar	
D.F.	Douglas Fir	SHT.	Sheet	
DWG	DWG	S.S.	Stainless Steel	
D.L. DET.	Dead Load Detail	T.O.C. T.O.S.	Top of Concrete	
Ø or DIA.	Detail Diameter	T.S.	Top of Slope Tube Steel	
ELEV. or EL.	Elevation	TYP.	Typical	
EXIST. or (E)	Existing	THK.	Thick	
ÈÁ.	Each	U.N.O.	Unless Otherwise Noted	
Fab.	Fabrication	UHMW	Ultra High Molecular Weight	
F.B.	Flat Bar	VERT.	Vertical	
FH	Flat Head	W.W.F.	Welded Wire Fabric	
FT. FW	Foot Flat Washer	W.W.M. w/	Welded Wire Mesh	
GA.	Gage	W.	Wide, Width	
GALV.	Galvanized	XHW	Extreme High Water	
GLB	Glue Laminated Beam	X.L.W.	Extreme Low Water	
H.D.	Heavy Duty			
H.D.G.	Hot Dip Galvanized			
HDPE HW	High Density Polyethylene Hardware			
HN	Hex Nut			
IN.	Inch(es)			
LBS. or #	pound(s)			
LAM	Laminated			
LIN	Linear/lineal			
LG L <u>.L.</u>	Long Live Load			
L.L. LW	Live Load Lock Washer			
MLLW	Mean Lower Low Water			
MAX.	Maximum		I	
MB	Machine Bolt			
MDPE	Medium Density Polyethylene		J. HUFFA	
MFR MM	Manufacturer Millimeter		UCENSE	
MIN.	Minimum		No 7R488	
N.I.C.	Not In Contract			
NO. or #	Number			
(N)	New		STATE OF	
NTS	Not To Scale		CORIP!	
0.A.	Overall On Contor		W/ONAL ST	
O.C. OPP.	On Center Opposite		William J. Huffman, Jr PE	
UPP.	Opposite		Florida PE Number 76488 Structural Systems Analysis, LLC	
	l I		FL. Certificate of Auth. 30879	
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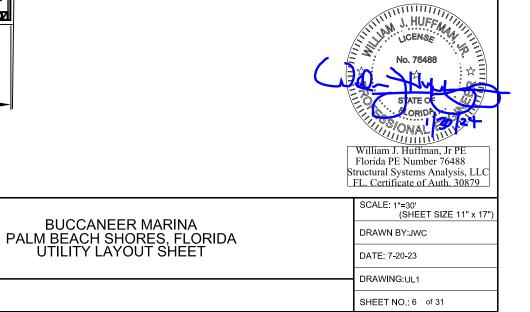
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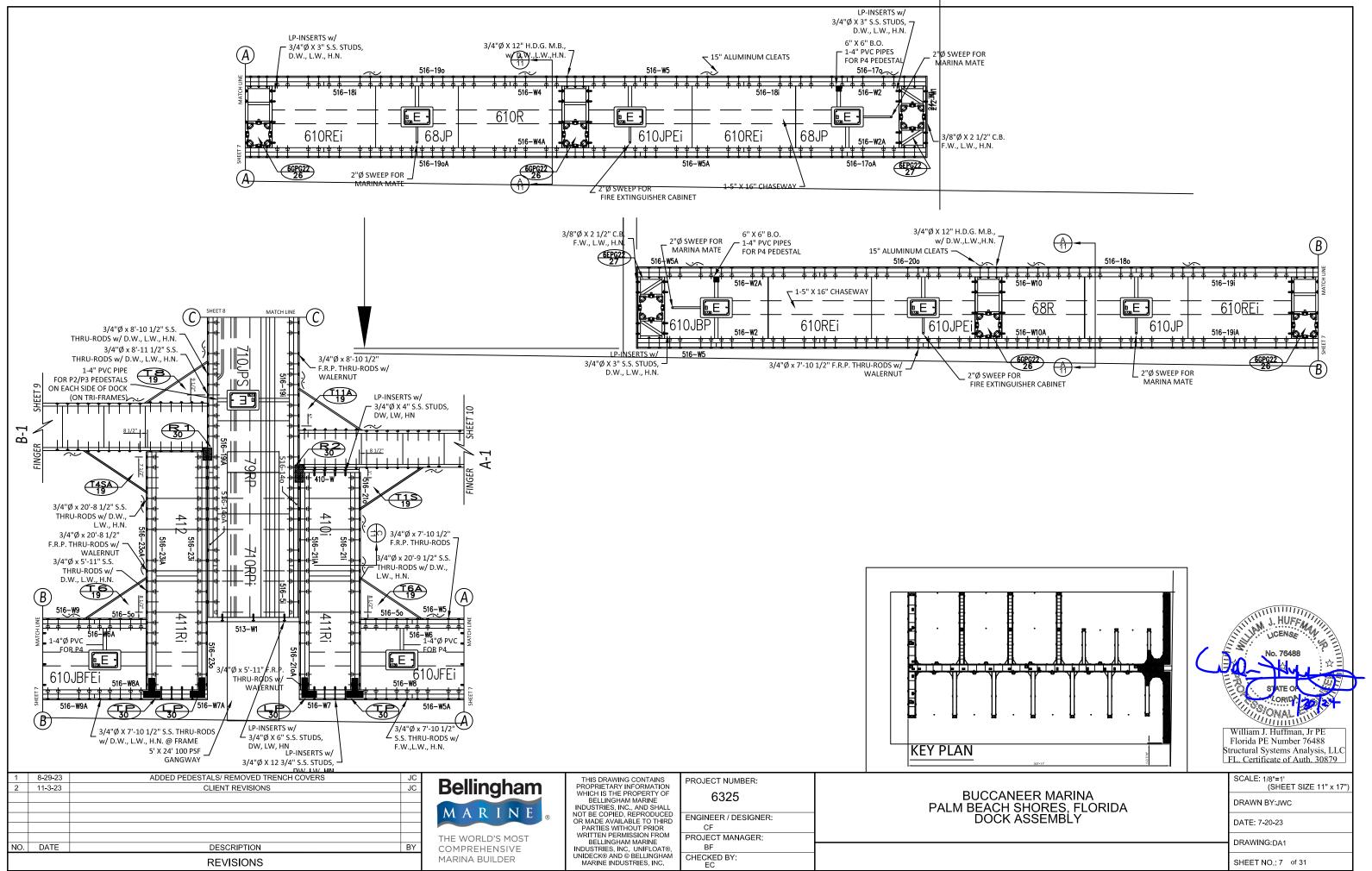


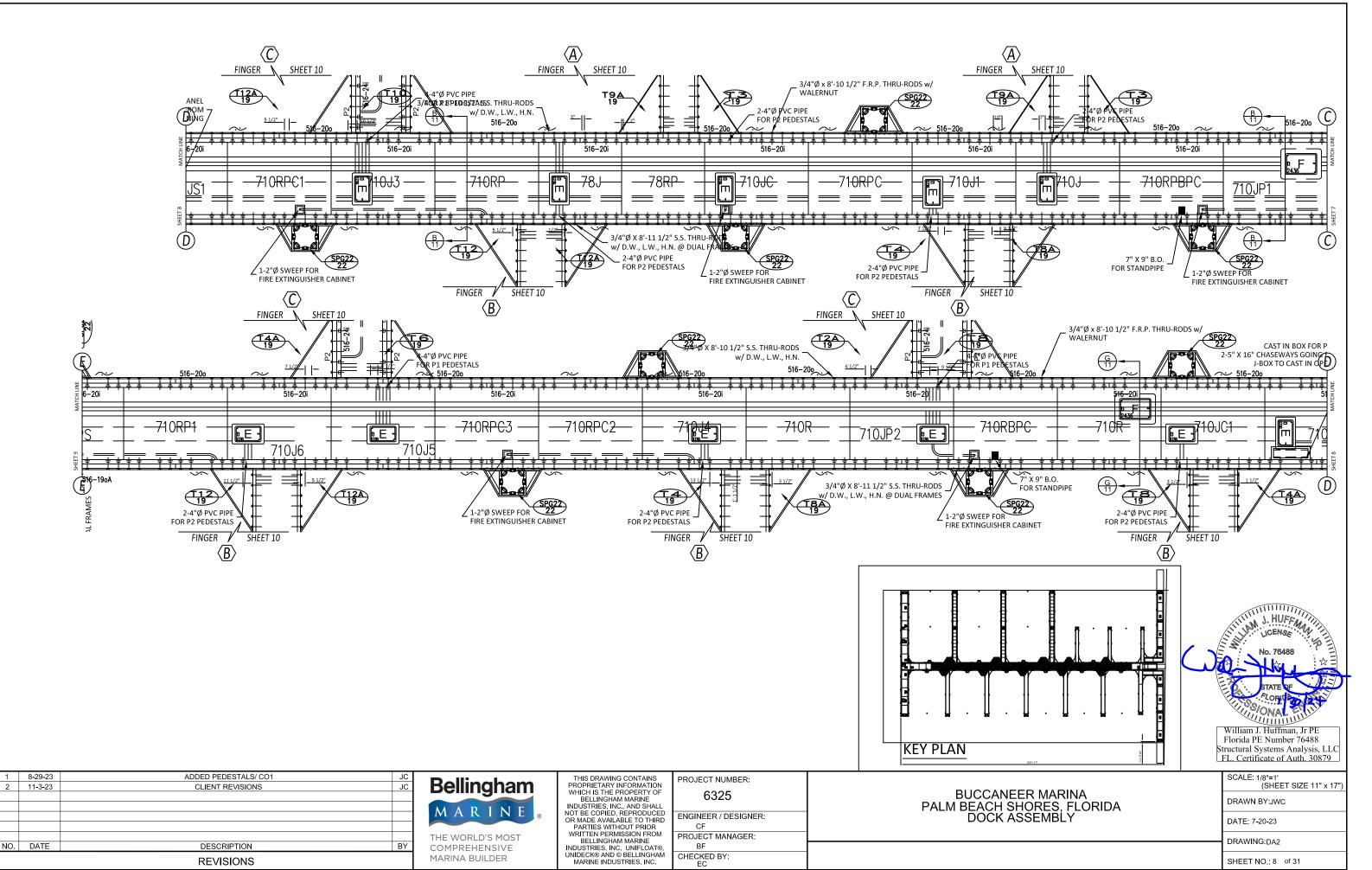


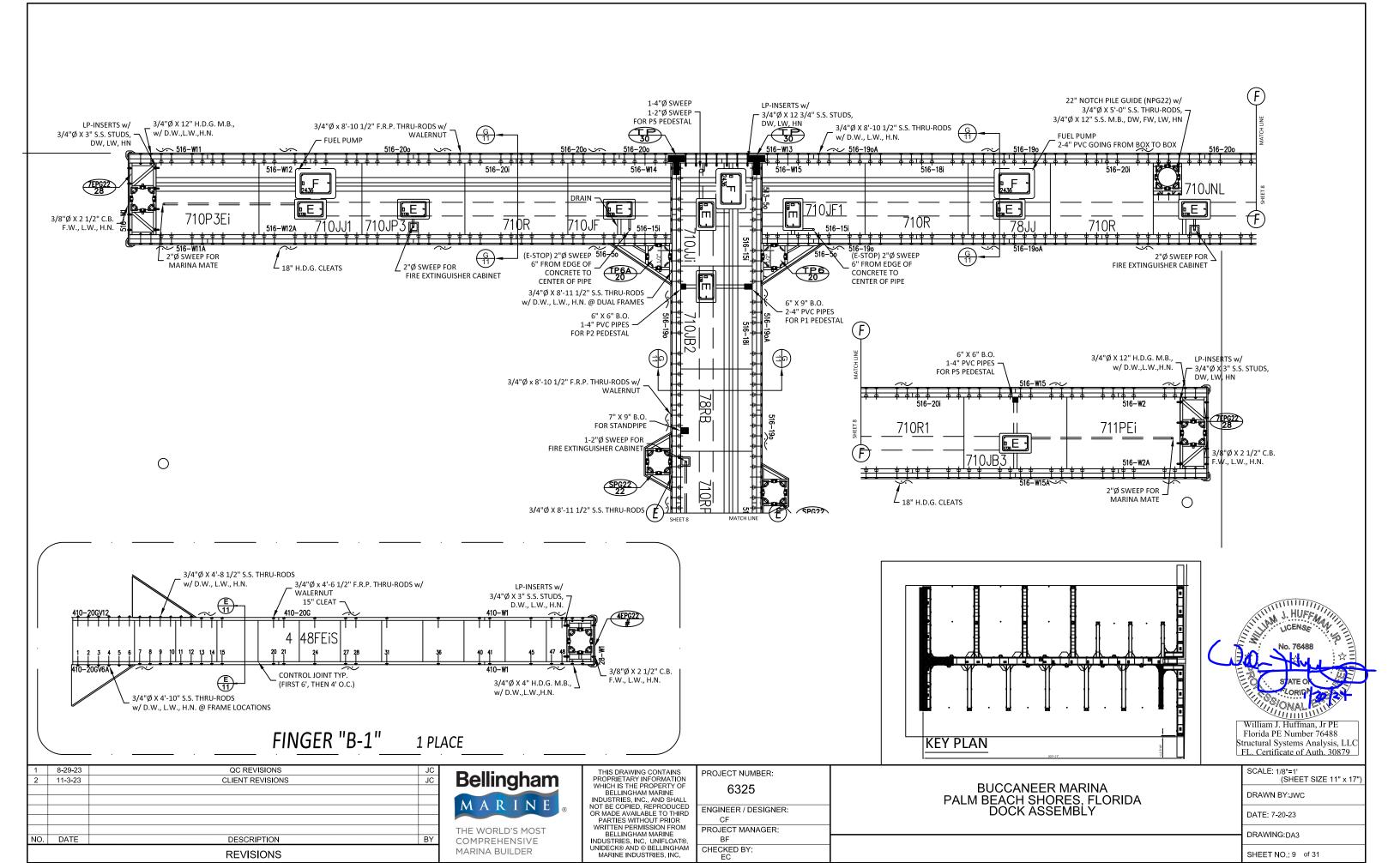


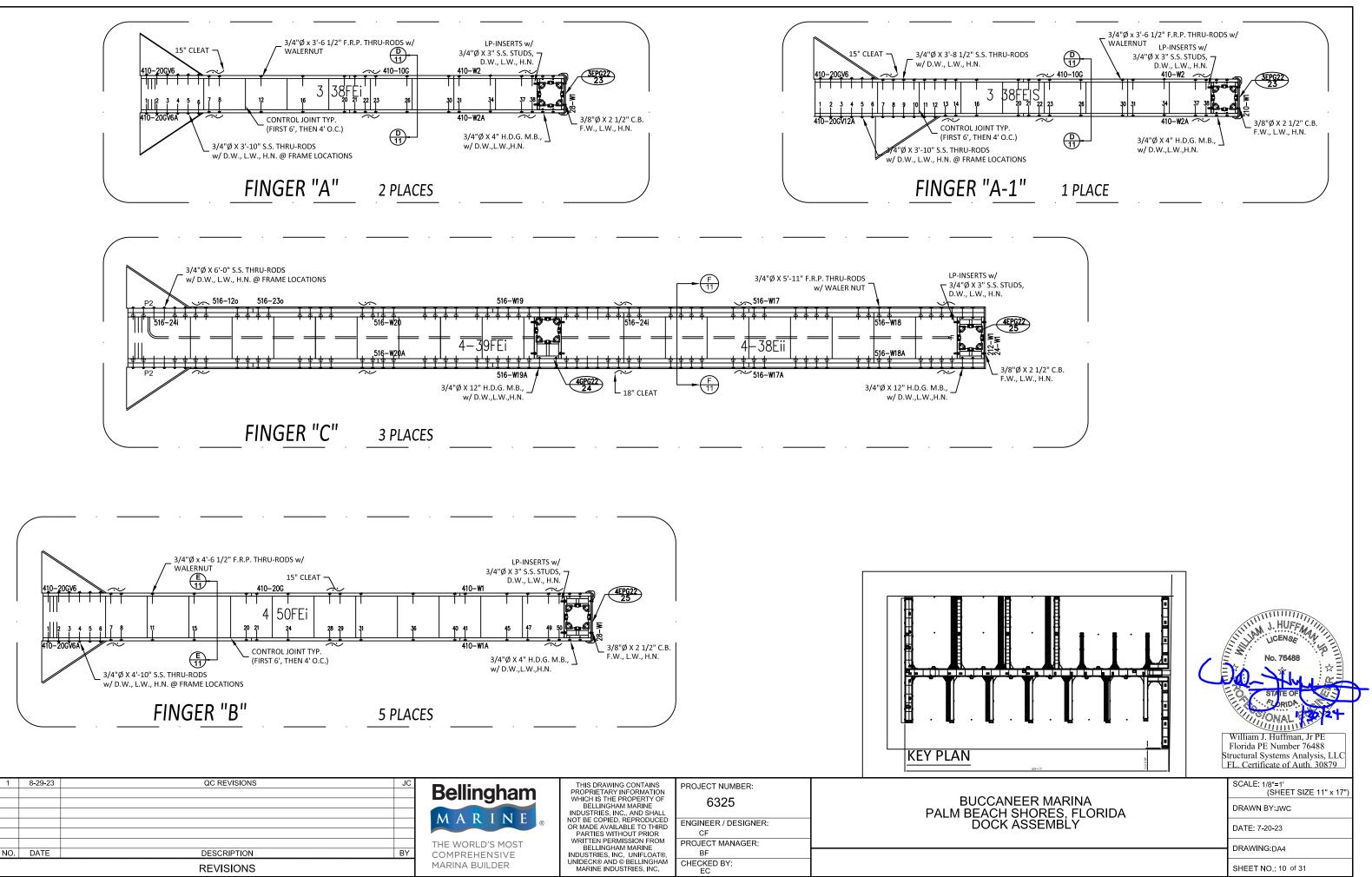
CLIENT TO PROVIDE LOCATION AND QUANTITY OF UTILITIES			
QTY.	SYMBOL	SPECS	
7	P1	COMMODORE S.S.	
16	P2	HARBOR LIGHT S.S.	
1	P3	HARBOR LIGHT S.S.	
4	P4	HARBOR LIGHT S.S.	
2	P5	HARBOR LIGHT S.S.	
8	MM	MARINA MATE (LIGHT ONLY)	
1	PA	120/240V PANEL	
3	SP	STANDPIPE (DRY)	
2	FP	FUEL PUMP -GAS /DIESEL	
13	F	FIRE EXTINGUISHER CABINET	
1	E-STOP	EMERGENCY FUEL STOP	
1	СС	FUEL CREDIT CARD READER	

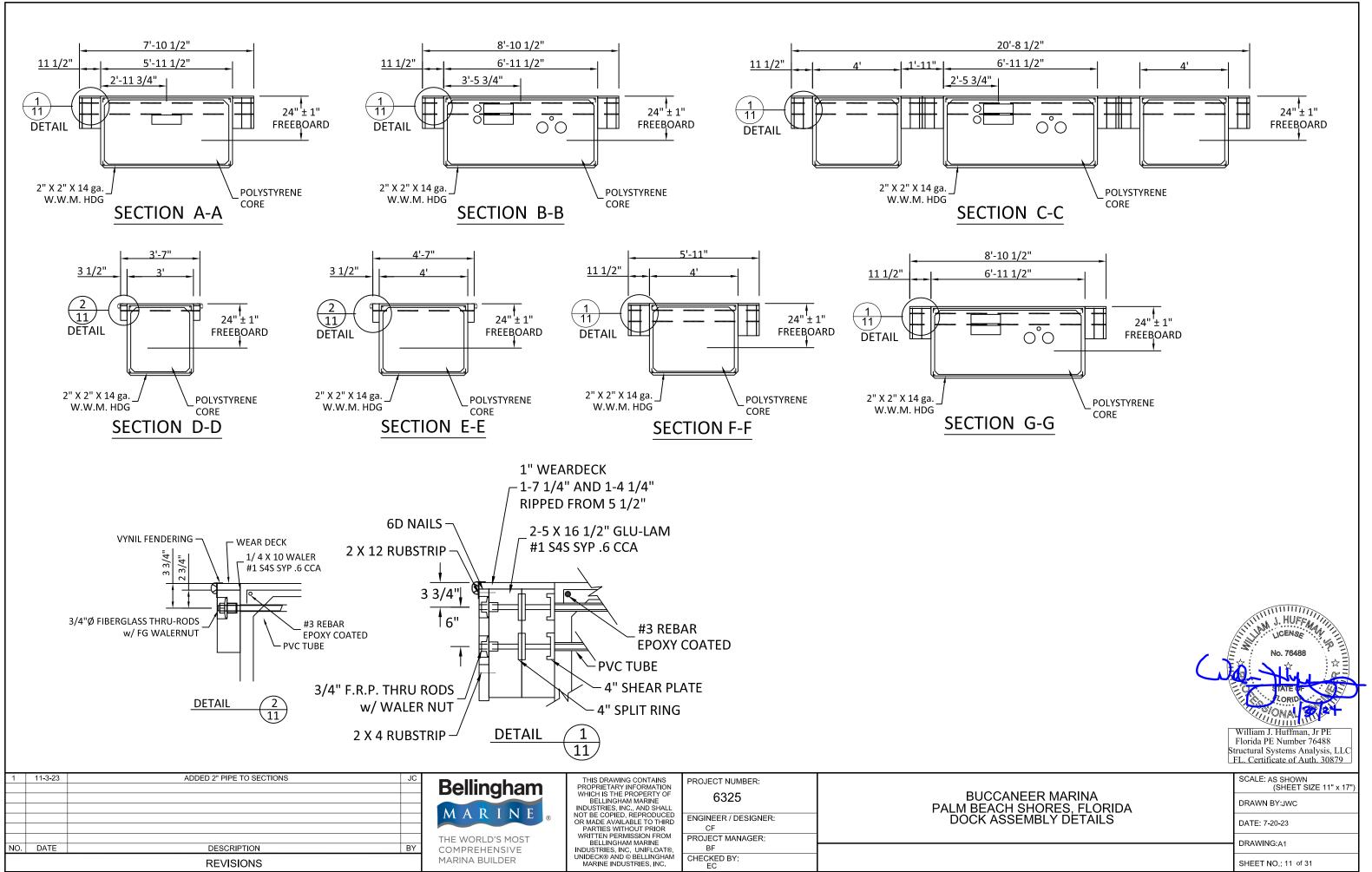


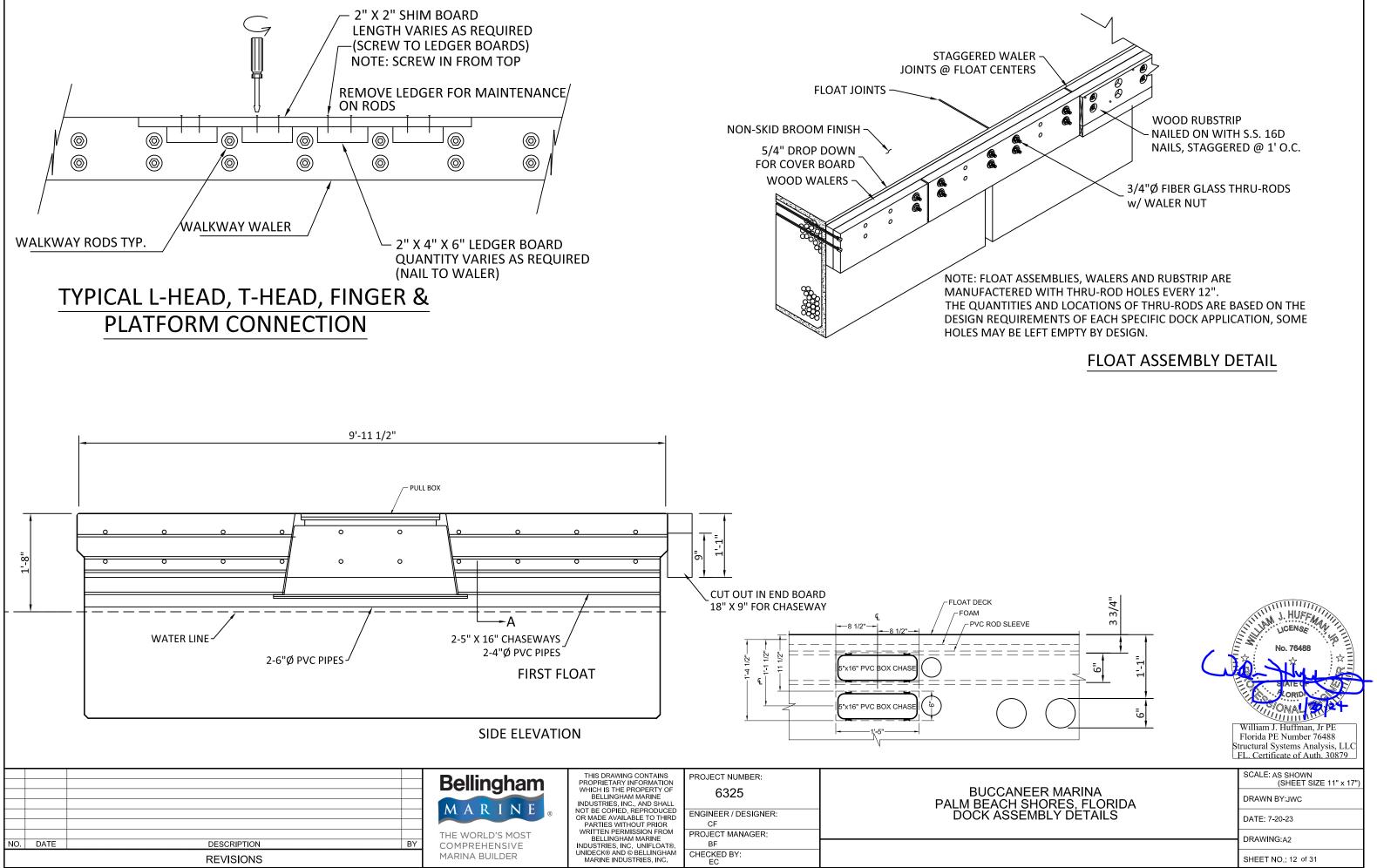


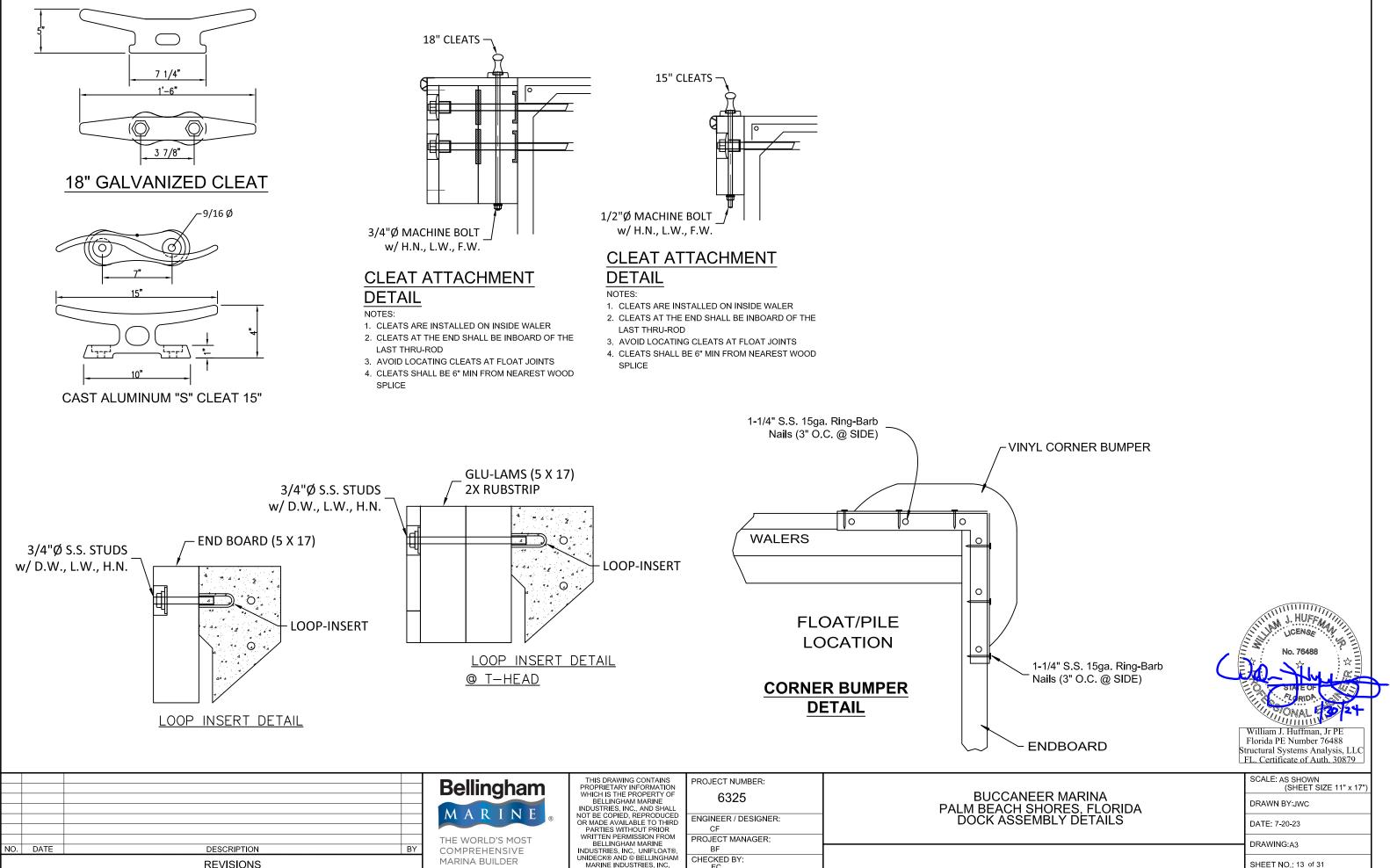


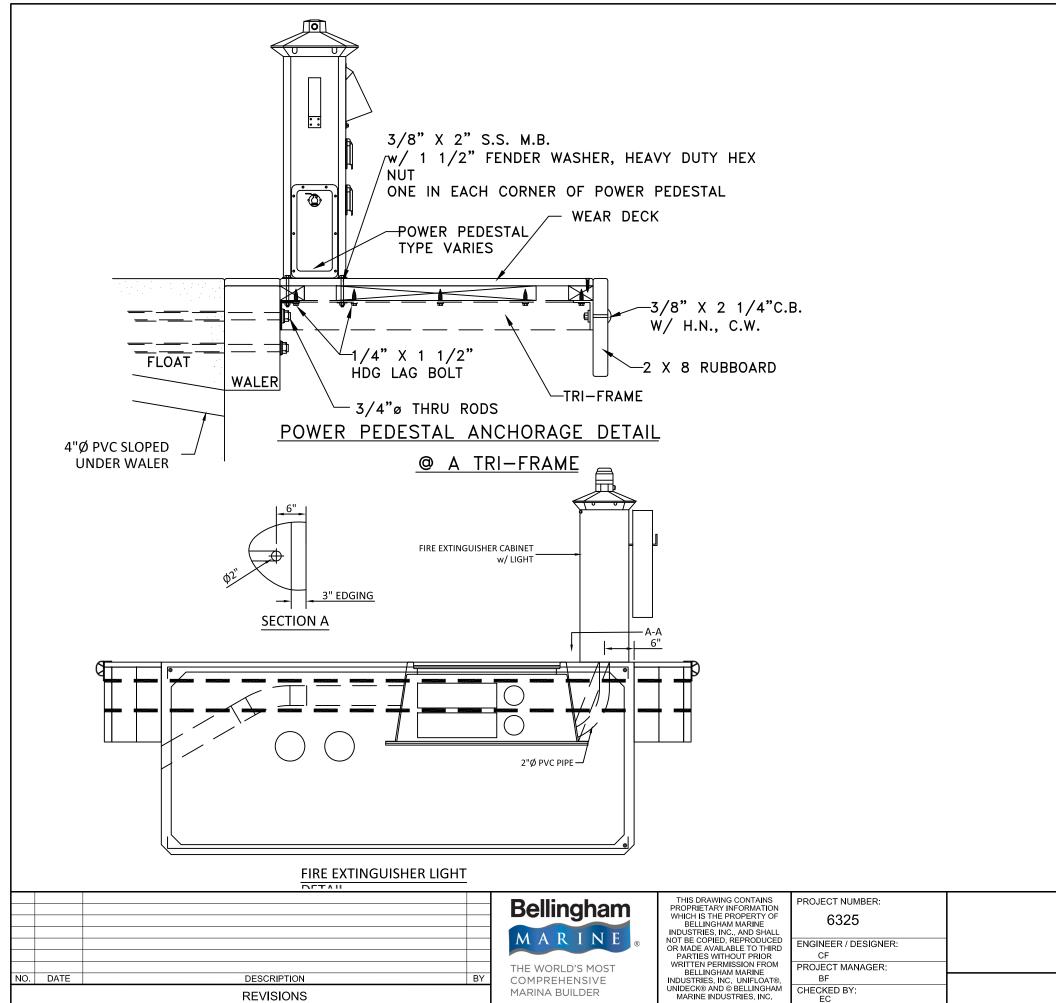


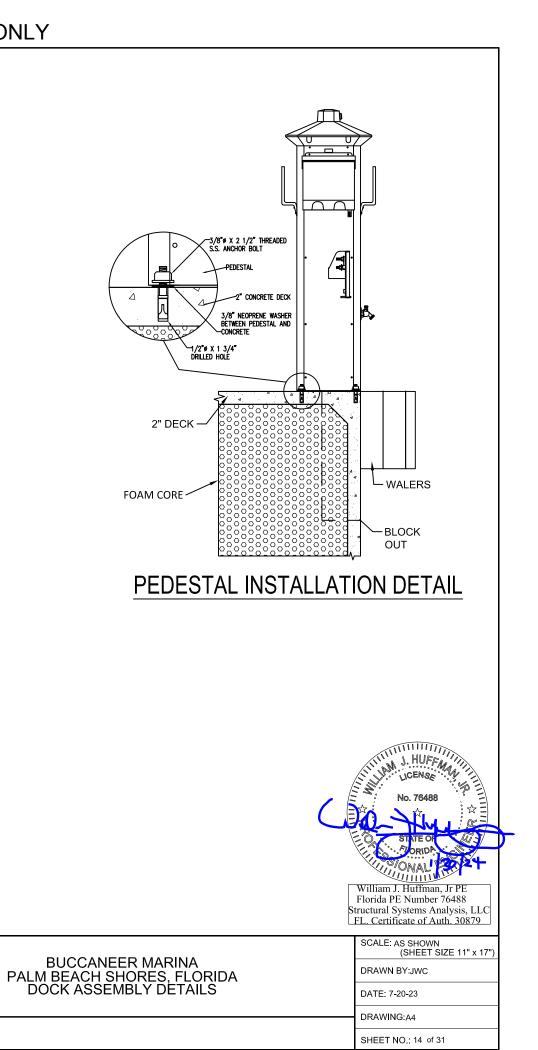


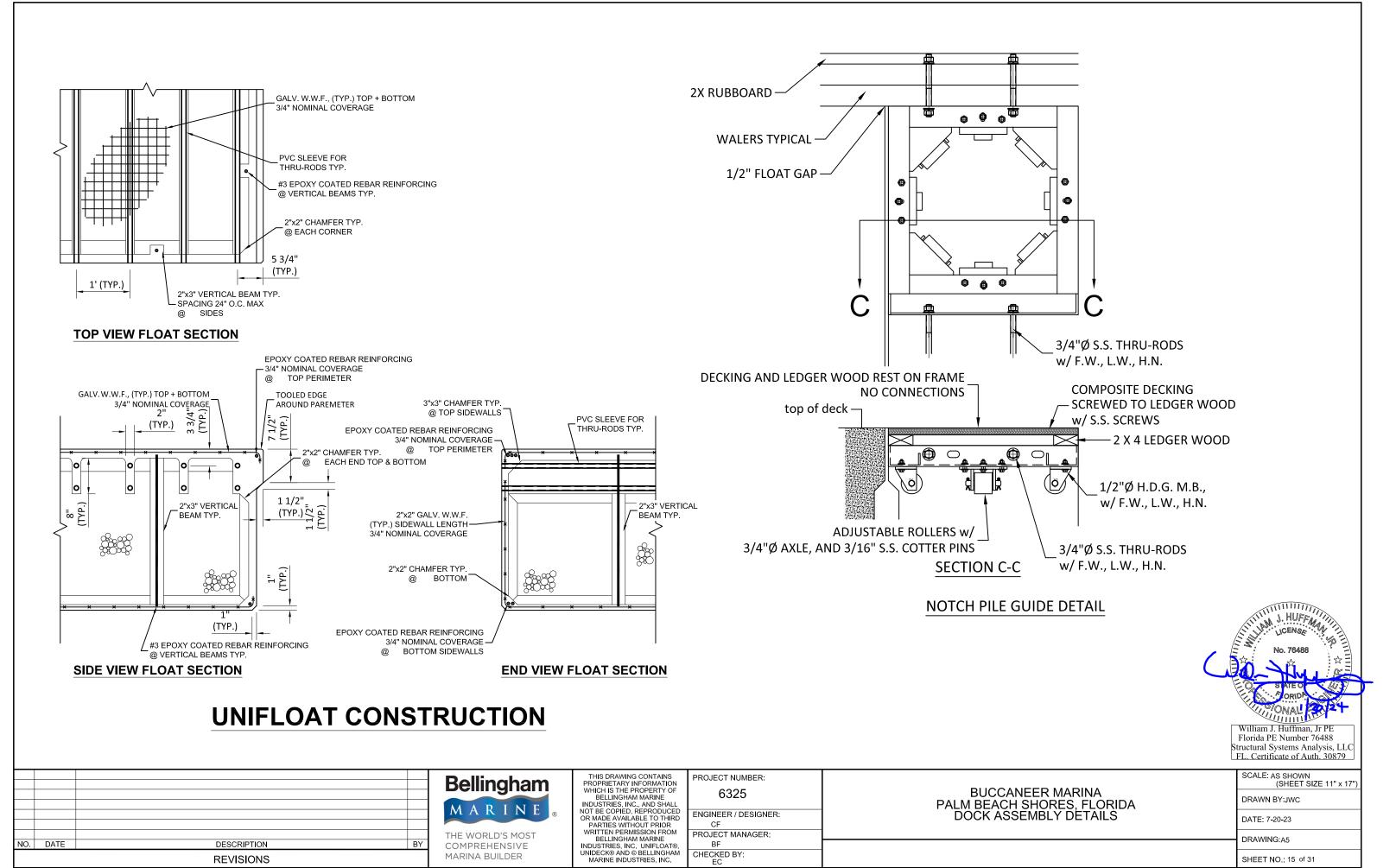


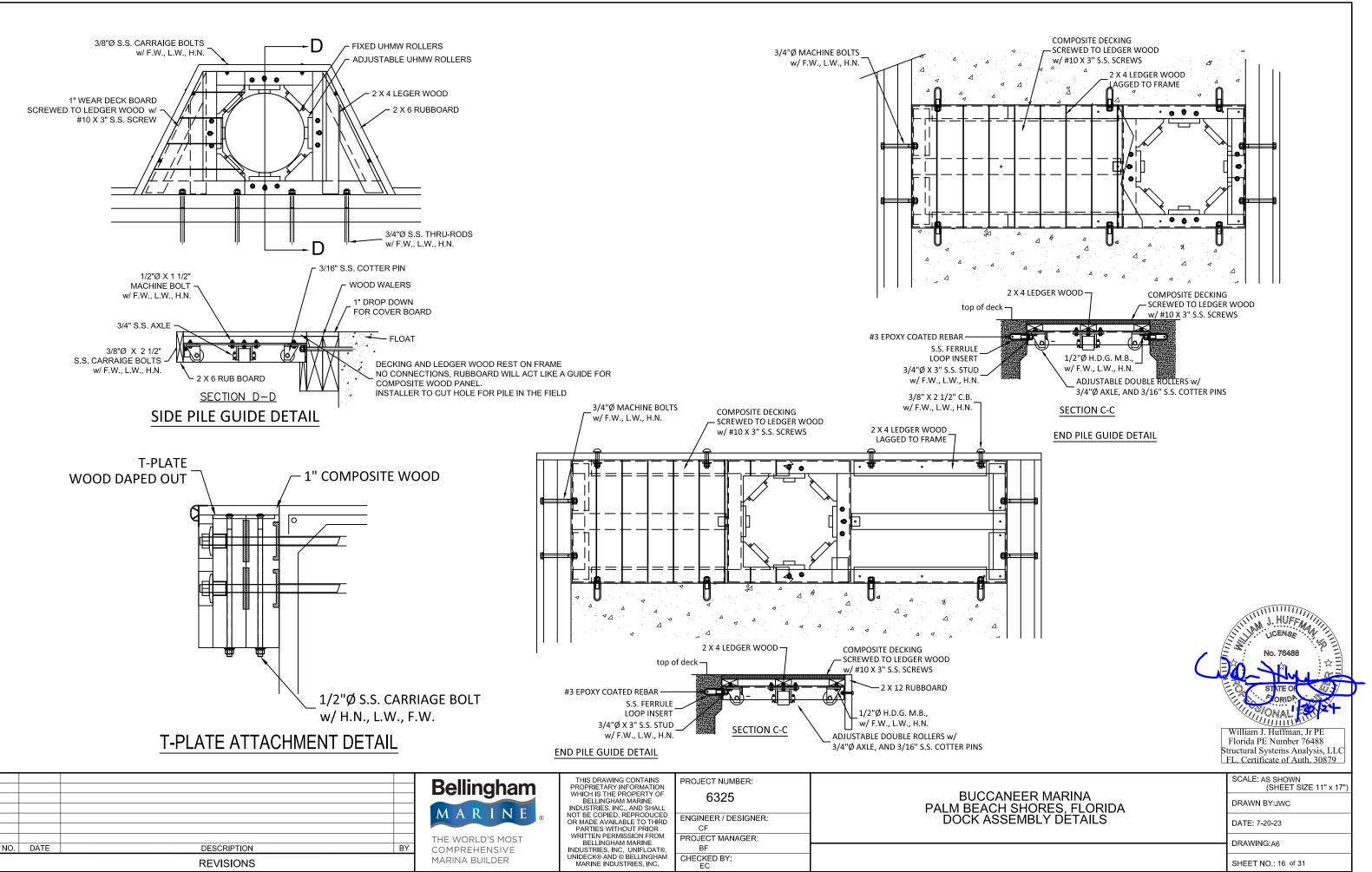


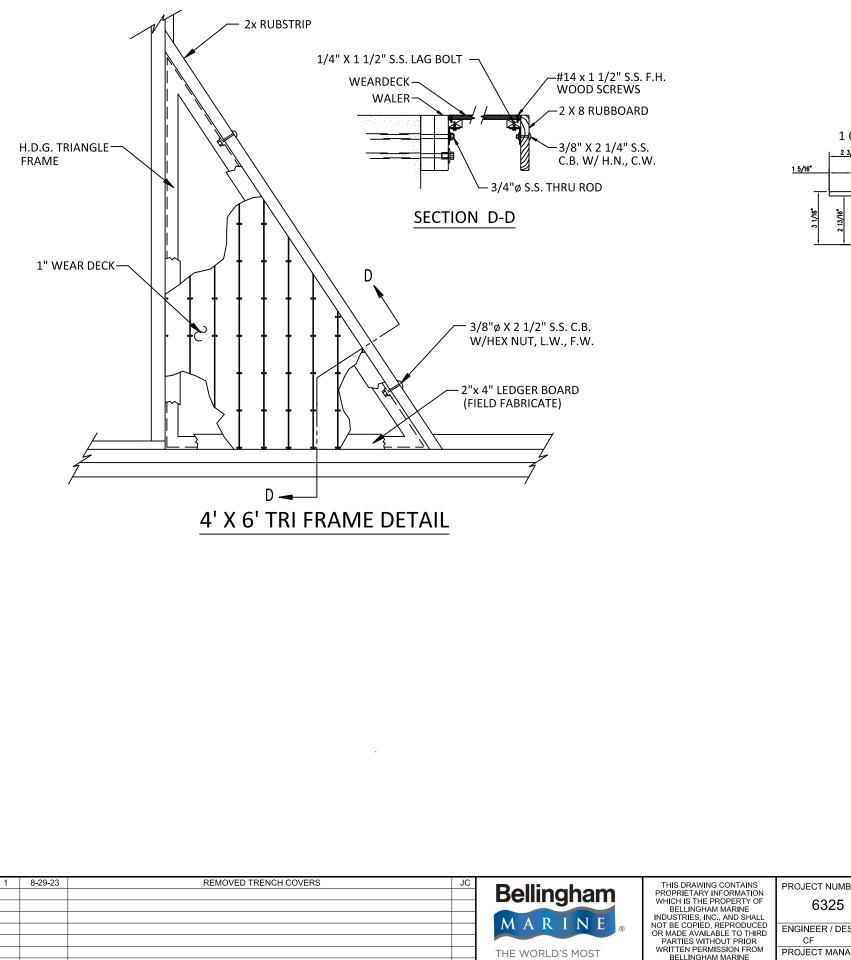


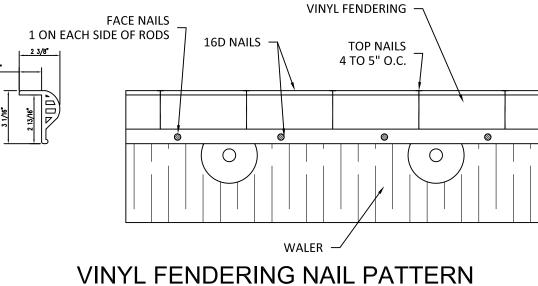




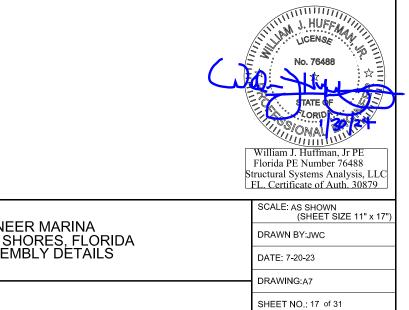


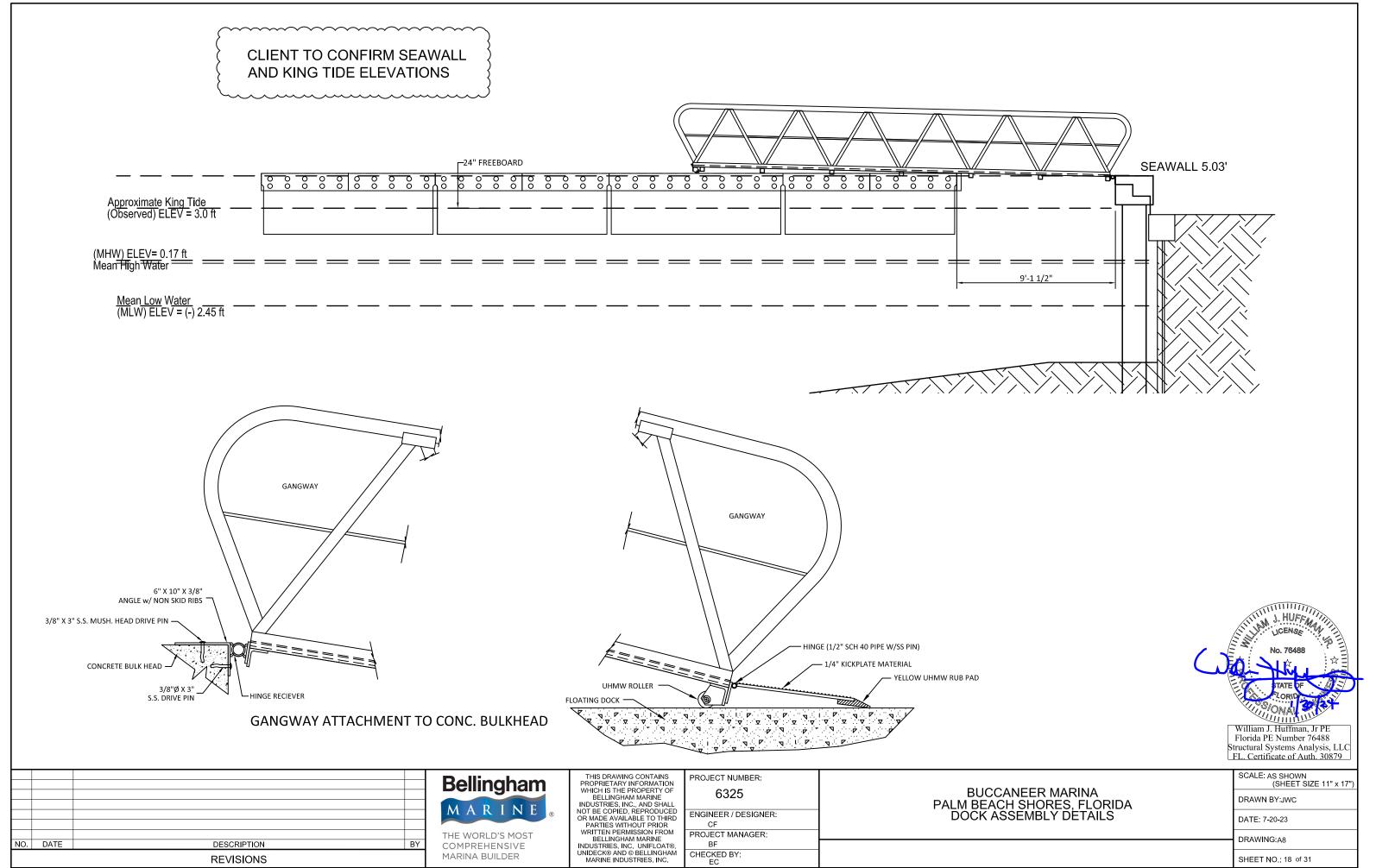


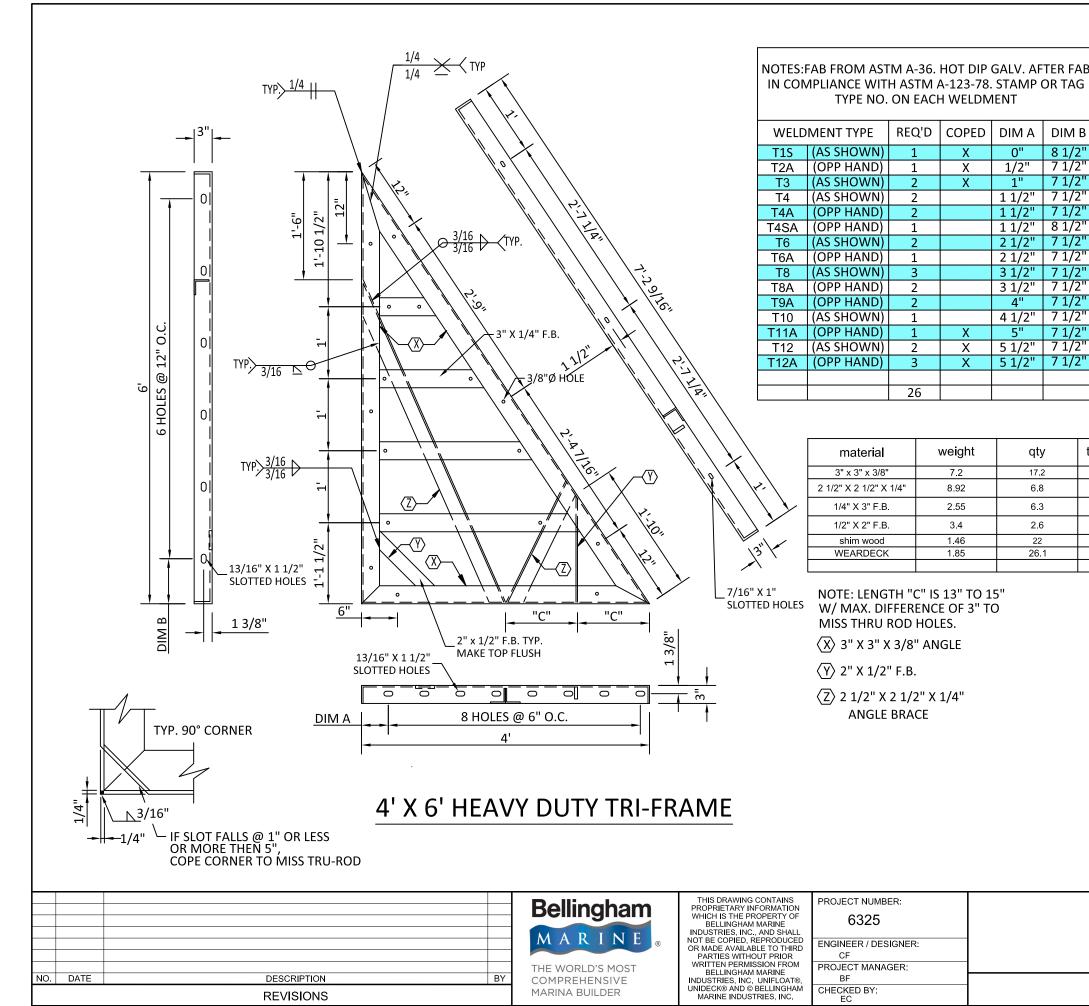




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BUCCANE PALM BEACH SH STEEL FABRIC

DIM B

8 1/2"

7 1/2"

7 1/2'

7 1/2'

7 1/2"

22

total weight

123.8400

60.6560

16.0650

8.8400

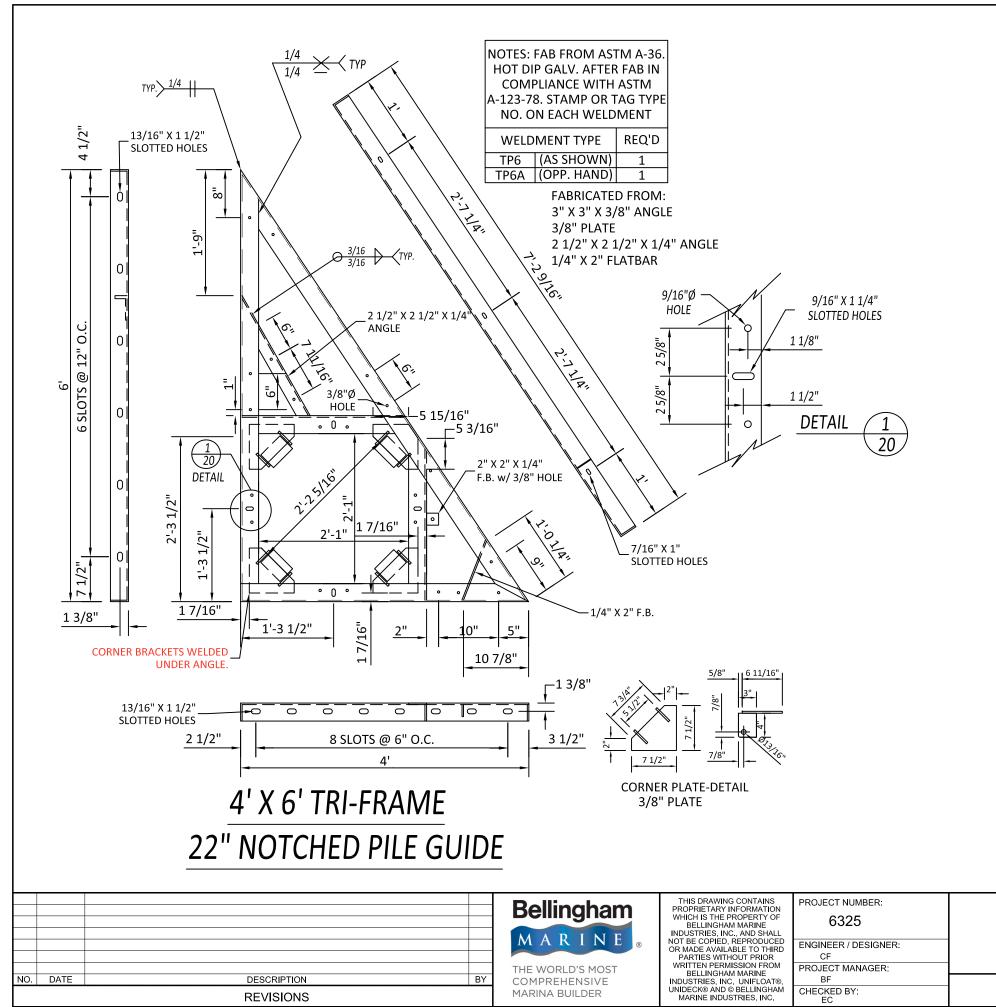
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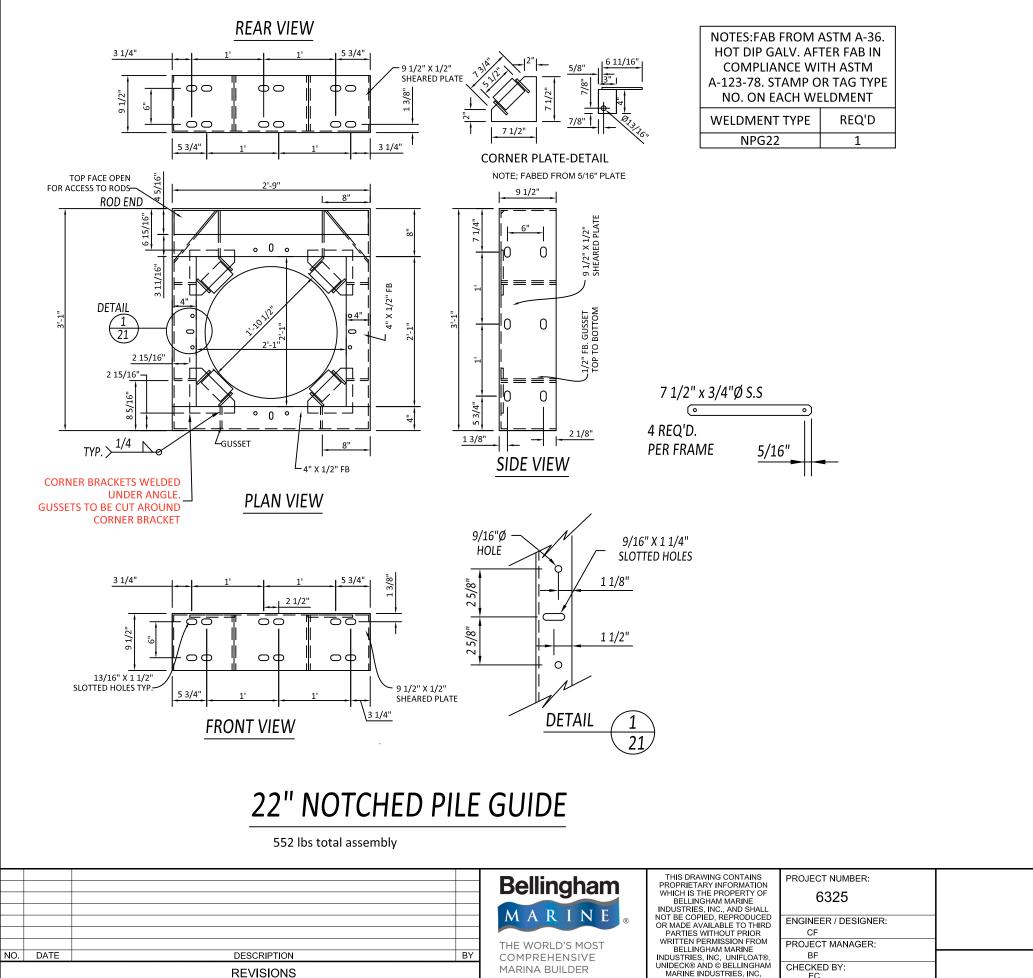


BUCCAN PALM BEACH STEEL FABR

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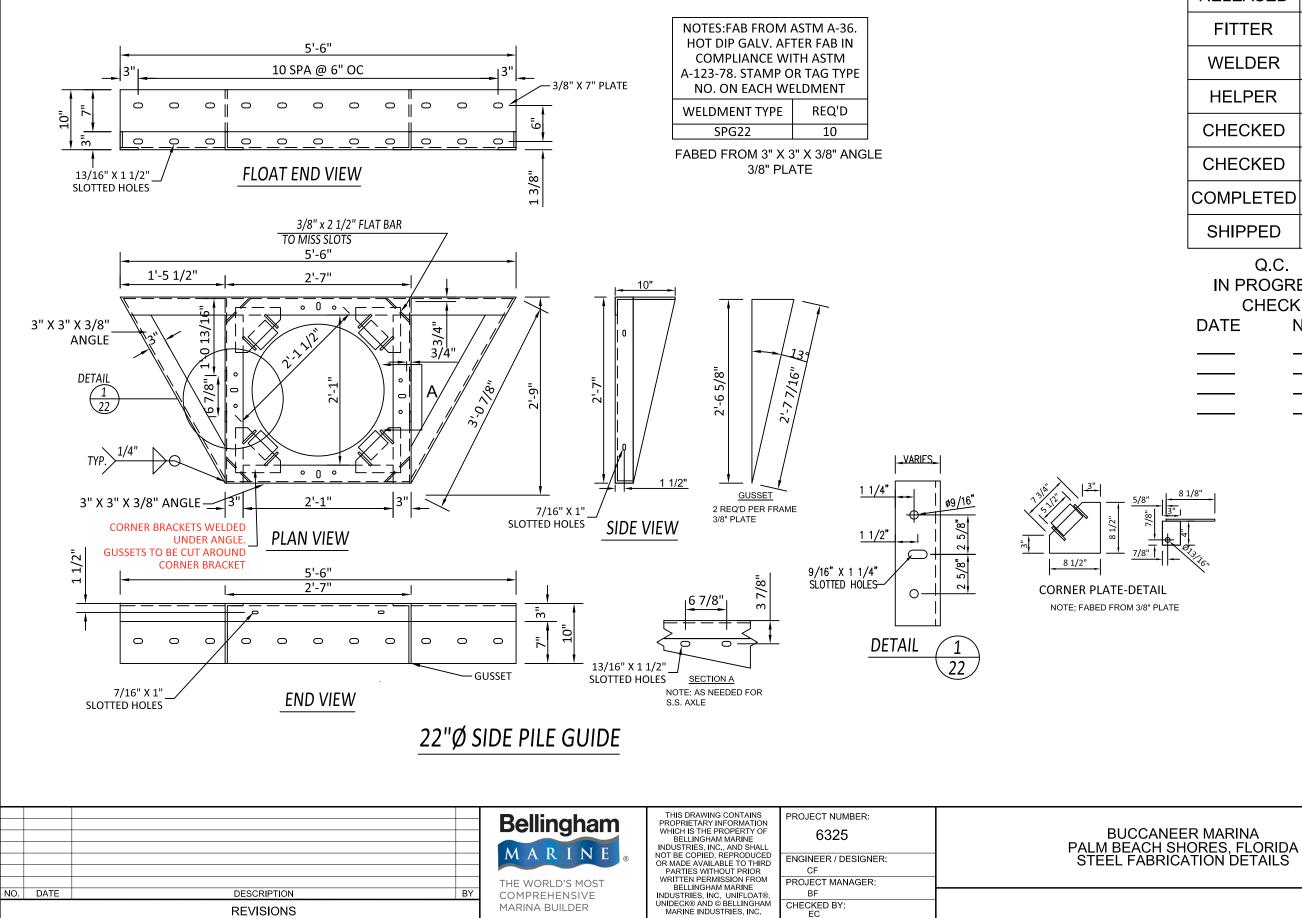


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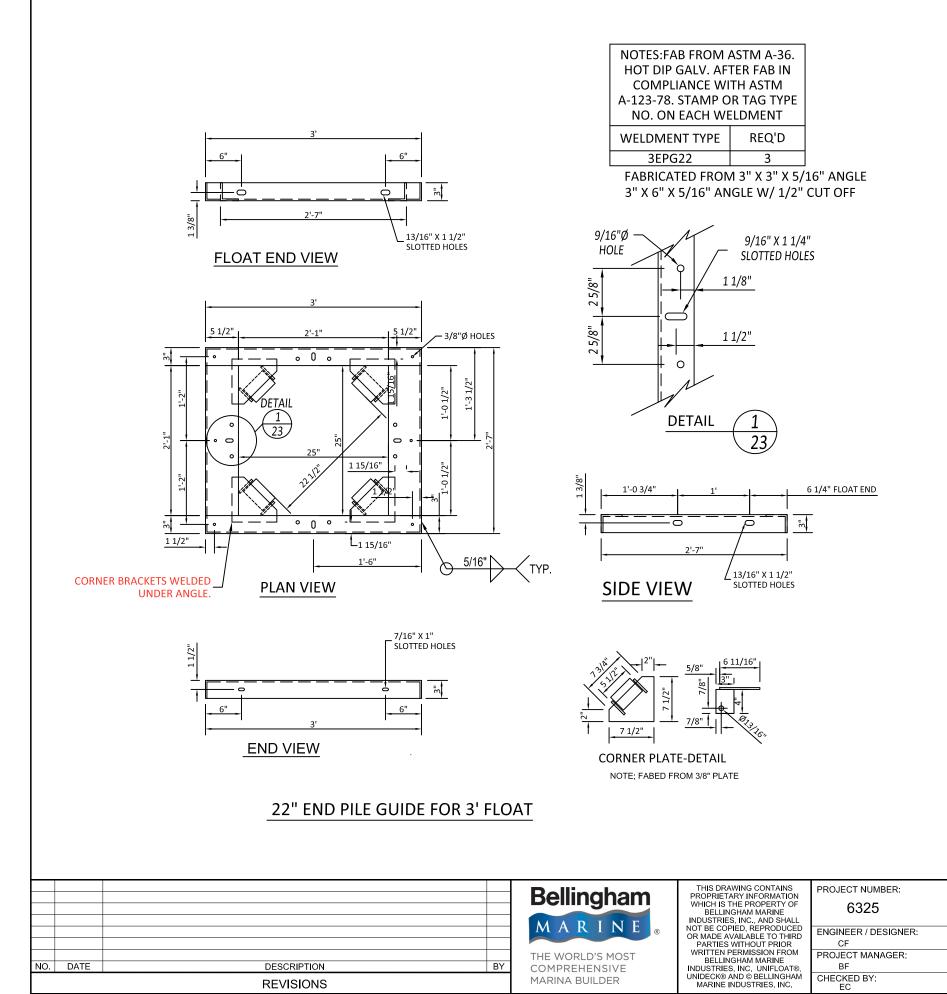
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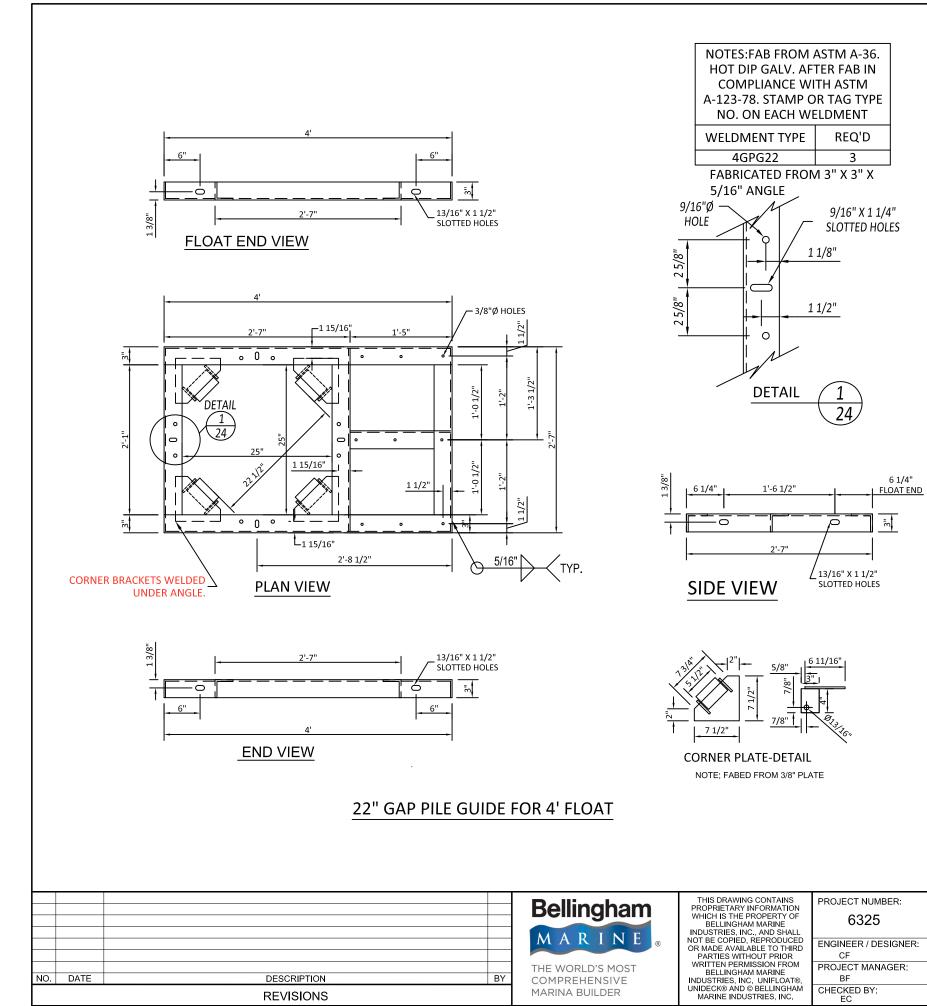
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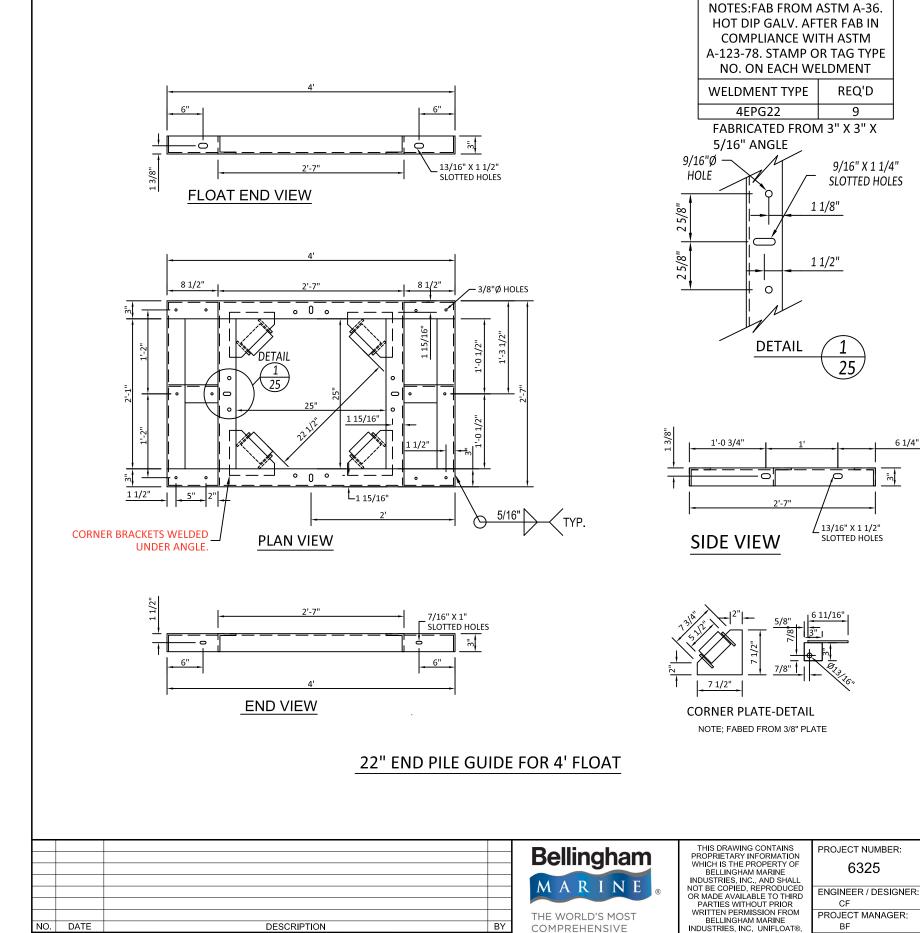
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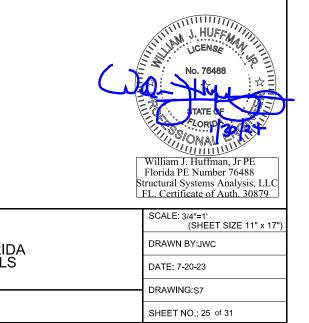


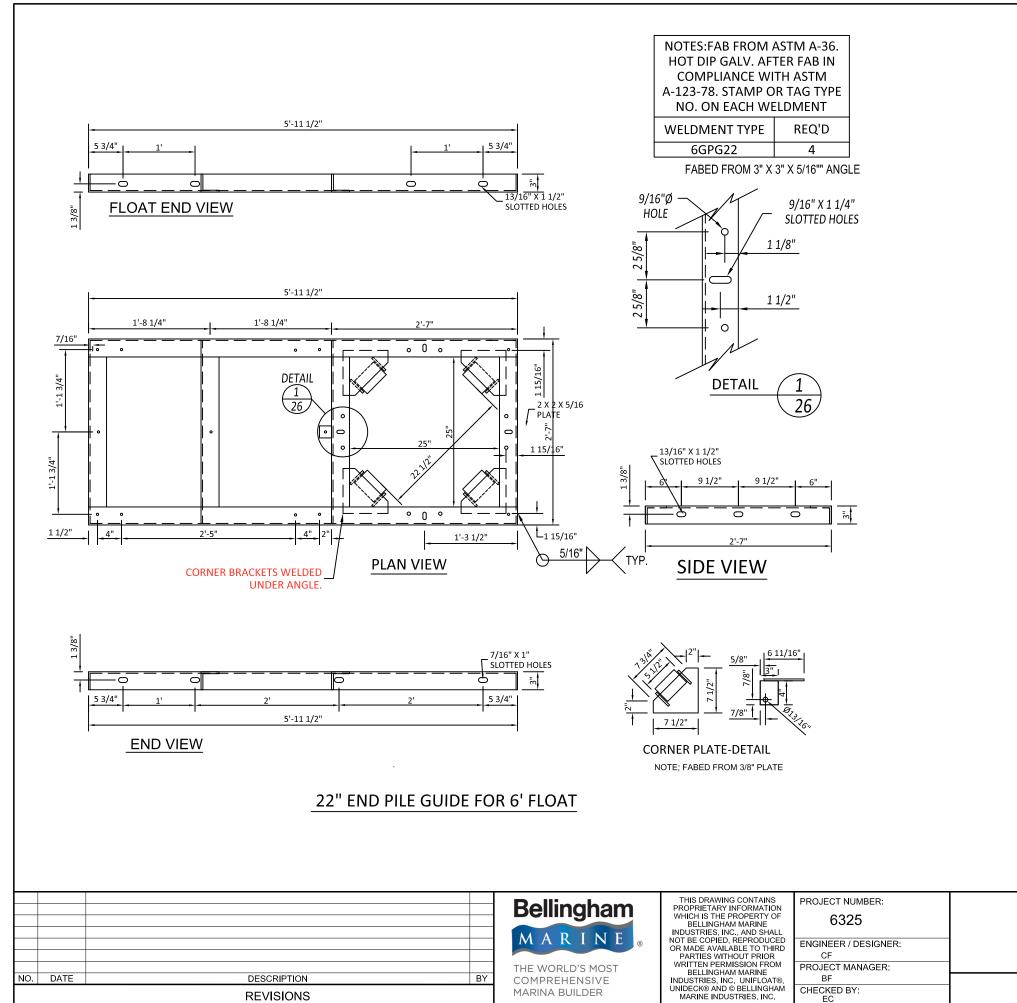
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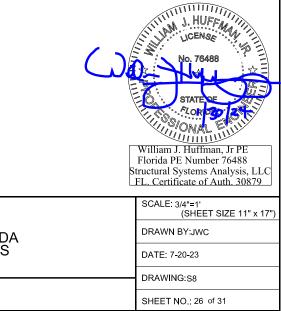
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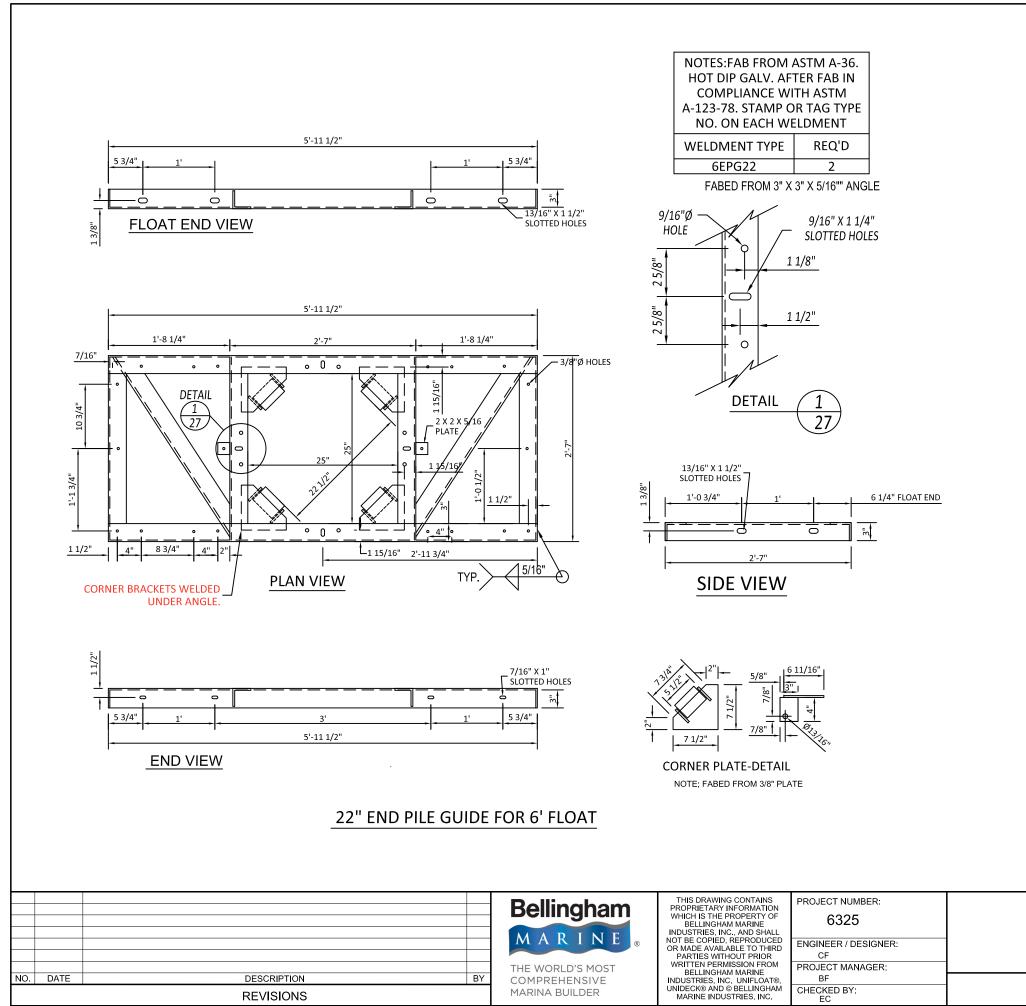




BUCCANEER MARINA PALM BEACH SHORES, FLORIDA STEEL FABRICATION DETAILS

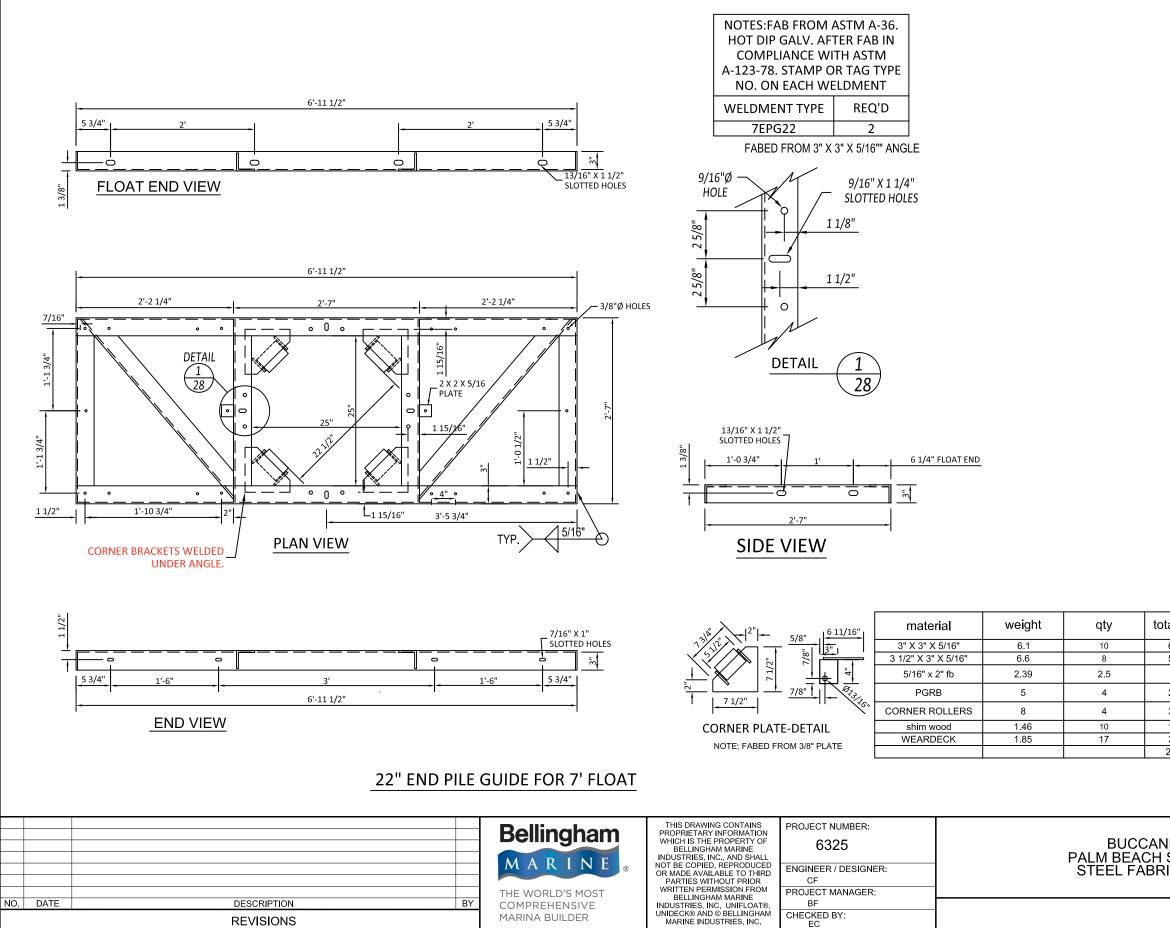
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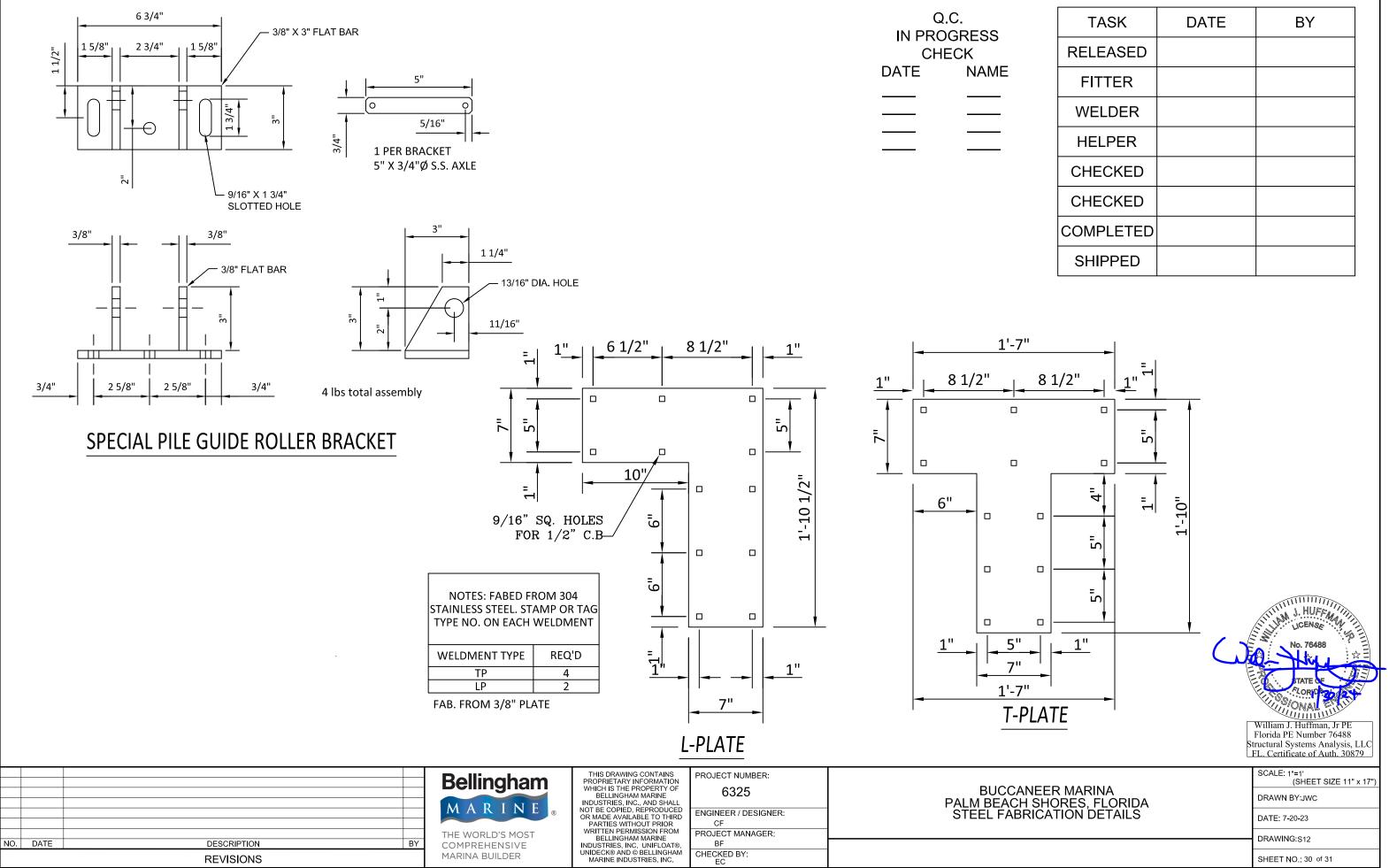
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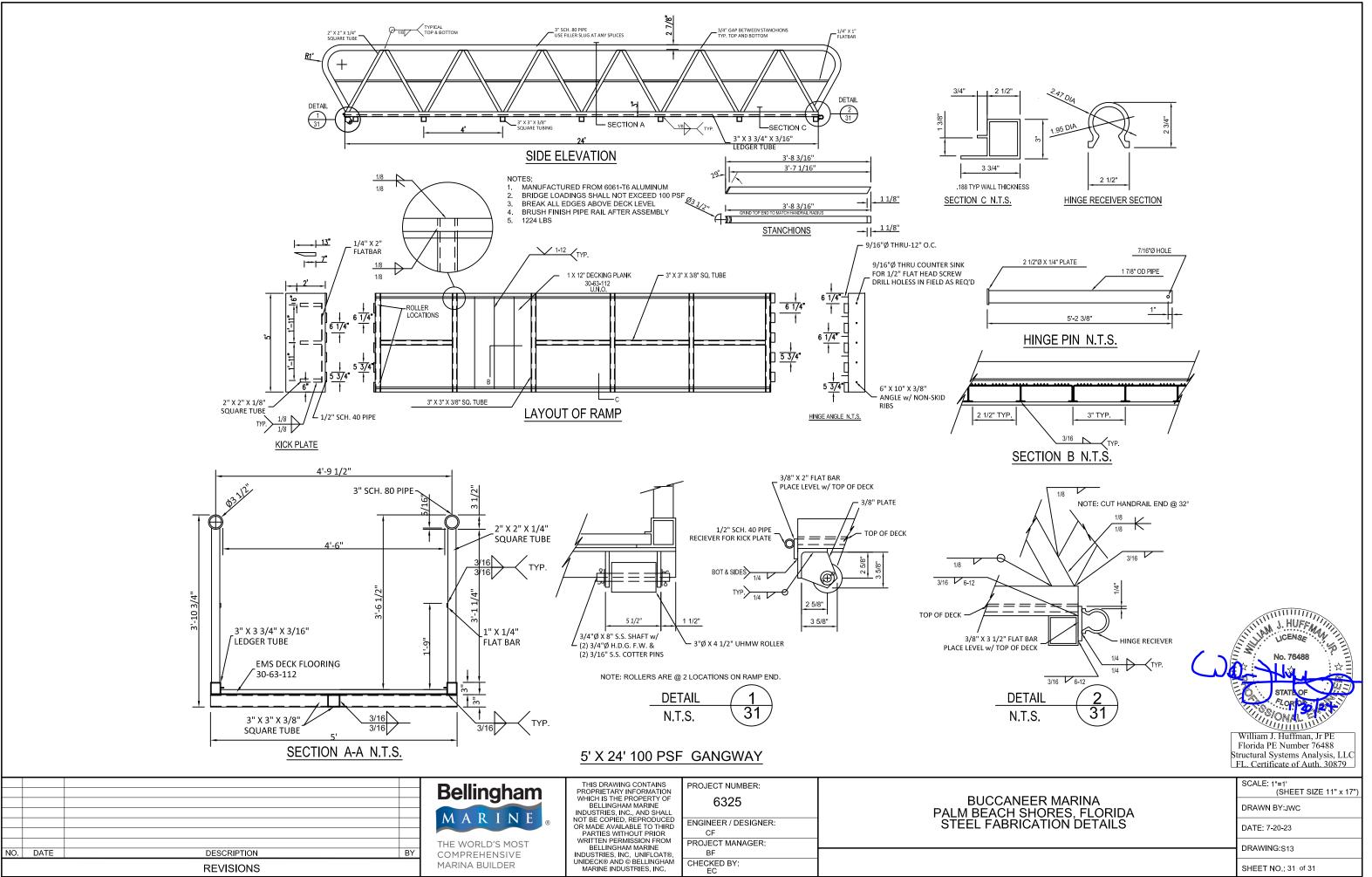


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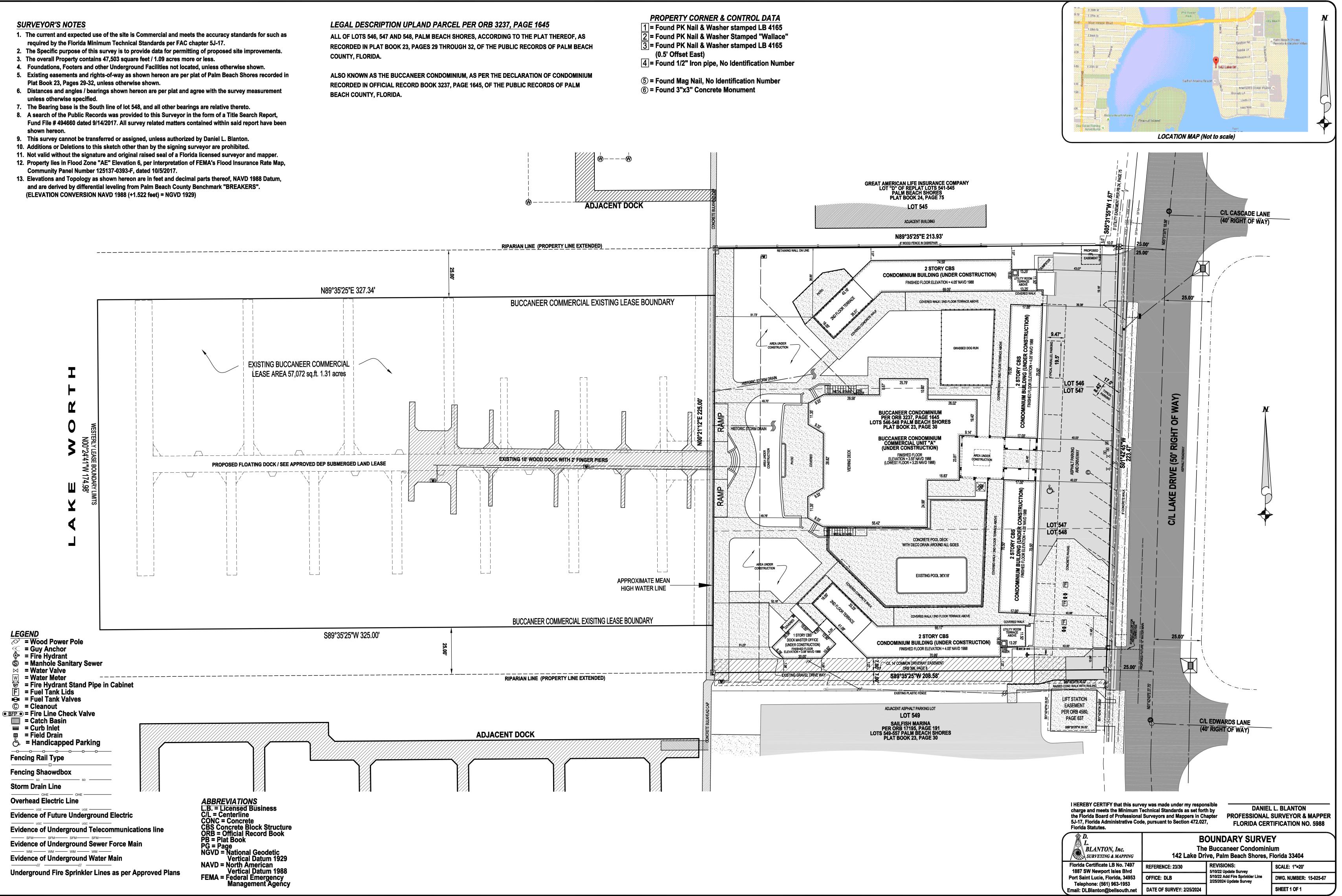
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- required by the Florida Minimum Technical Standards per FAC chapter 5J-17.

- Plat Book 23, Pages 29-32, unless otherwise shown.
- unless otherwise specified.
- shown hereon.

- and are derived by differential leveling from Palm Beach County Benchmark "BREAKERS".







# **Commercial Cleaning**



Presented By: Jill Dawson | jdawson@stratusclean.com | 651-338-5370 www.stratusclean.com







April 18, 2024

Town of Palm Beach Shores 247 Edwards Ave., Plam Beach Shores, Fl 33404

Alan,

I would like to thank you for the opportunity to provide you with a customized Stratus Building Solutions proposal for your cleaning needs.

With our understanding of your requirements and mixing in our professional knowledge of the **industry**, **I think you'll find this cleaning program to be detailed and inclusive. Based on this** concept, you will find that Stratus services are carried out intelligently, consistently and with the highest standards of quality and safety in mind. All Stratus services receive personal attention and supervision from dedicated and certified franchise owners. You will also receive the benefit **of Stratus' formal customer service** program wherein building specialists will regularly evaluate the cleaning of your facility in person to ensure that Stratus quality standards are being firmly upheld.

Stratus is excited for the opportunity to prove ourselves to you. We know that with this unique profile of ownership, competitive pricing and an emphasis on consistent quality and reliability, Stratus will always be able to deliver what was promised.

Your specifically tailored cleaning solution is on the following pages. If after reading it, you have any questions or need to make any final adjustments, please feel free to call. Otherwise, all that is needed to get started is your signature.

Best Regards,

Jill Dawson

**Regional Sales Director** 





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## **Cleaning for Health and the Environment**

Environmental leadership is one of Stratus Building Solutions' strategic objectives extending to our customers. Responsibly cleaning for customer's health and for the environment is a crucial part of Stratus Building Solutions environmental leadership in the commercial cleaning industry.

- Stratus exclusively uses Green Seal Certified products
- Environmentally friendly procedures are our standard
- Allergen micro-filtered vacuums and low VOC chemicals make your facility virtually allergen-free

Stratus Building Solutions is committed to providing environmentally friendly cleaning services in everything we do, from conservation of materials and products to recycling. We strongly believe that responsible environmental practices make good business sense.

#### Stratus Green Clean Chemicals & Microfiber Cleaning Techniques

#### Our Green Cleaning Comes Standard with waste reduction and cross-contamination prevention.

Our products are color-coded to match our Green Seal Certified cleaning chemicals to help prevent cross-contamination between cleaning areas like restrooms and kitchen areas.

- Green Seal Certified products
- Improve productivity and morale
- Improve indoor air quality
- Meet and exceed state standards for VOC compliance
- Non-Toxic, no known carcinogens
- Reduced environmental & health risks associated with cleaning products, particularly for sensitive groups















## Branded Pro-Team HEPA Vacuum

Certified Gold Level by the Carpet and Rug Institute. The combination of Microfilters and Micro-Tex filters removes hair, pollen, dust, molds and most bacteria particles down to .3 microns at a **99.8% efficiency rating**.

## **Our Promise to You**

#### **Professionalism and Quality**

This is vital to achieving our ambitiously high standards and meticulous attention to detail.

- Certified cleaning professionals
- 50-Point quality audits performed routinely
- Close communication between providers, regional support office and you
- Uniforms utilized by all staff
- Latest cleaning technology
- Effective green clean service







# **For All Your Building Needs**

Who is Stratus?	Stratus Building Solutions is a commercial cleaning franchise organization that started in 2006 and has over 89 regional offices and more than 2,500 franchises that provide regular cleaning services at over 15,000 locations across the US and Canada. <b>Stratus ranks number 41 on Entrepreneur Magazine's Franchise</b> 500 in addition to other accolades.			
Stratus Building Solutions of Palm Beach County	<ul> <li>Locally owned and operated since October 2016</li> <li>Providing services to customers across a spectrum of industries: education, fitness, manufacturing, medical, real estate management (offices, apartments, condominiums), retail, and wholesale</li> <li>Stratus Building Solutions is the international leader in green cleaning services.</li> <li>Stratus Building Solutions offers disinfecting services using EPA List N Products and electrostatic spraying</li> </ul>			
Dedicated Local Team	From your professional cleaning service providers to your regional support office, the entire Stratus team is here to meet your facility's needs.			
Cleaning Professionals	Stratus service providers are expertly trained and certified in cleaning facilities of all types.			
Working with You	All facilities have different needs and concerns. Whether it's an unusual cleaning schedule or specific security procedures, Stratus is here to work with you for a hassle-free service.			
Emergency Support	Have an emergency? Reach your cleaning team directly or via the regional office.			
Going Green	Green cleaning is our standard, and we can help you maintain that effort by providing supply orders that include items like post- consumer recycled paper products and environmentally friendly hand soaps.			
Insurance Included	Stratus provides \$2 million General Liability Insurance Coverage, Worker's Compensation, \$50,000 Janitorial Bond and theft policy coverage to every customer with every contract.			





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#### Reliability

Is imperative to achieve our 100% customer satisfaction pledge.

- Prompt service
- Fully trained and experienced staff
- Ample resources to tackle each job
  - Emergency support available

#### **Complete Insurance Package**

- \$2 Million General Liability Policy
- \$ 50,000 Janitorial Bond
- Workers Compensation



# Value vs Cost

Most of the time, a cheaper price will cost you more. Value is what every business strives for! At Stratus, we will...

- Give the best value for each dollar spent compared to anyone else.
- Clean to scope cleaning each time.
- Not take shortcuts to hasten the cleaning.
- Provide a better work environment through a cleaner facility.
- Help to reduce cost of building maintenance.





# **Your Service Schedule**

## **General Cleaning**

	Every Clean	Weekly	Monthly
Offices/Dust horizontal surfaces - desk, credenza, counter, and file cabinet tops (NOT moving Papers)		1X	
Clean and sanitize all telephone, Keyboards and Mouse		1X	
Spot clean horizontal surfaces for removal of spots and spillage	X		
Entrance doors spot cleaned of fingerprints and smudges	x		(*************************************
Internal glass partitions/Windows spot cleaned of fingerprints and smudges	X	*****	
Empty all wastepaper and replace liners from customers stock	X		
Clean and disinfect light switches, door handles	X		
Clean and disinfect drinking fountains / water stations	X		
Clean window ledges			X
Clean wall hanging pictures/art			X
Microfiber dust blinds			X
High dust <b>up to 10' high</b> - air vents, tops of doors, door frames, ceiling corners, emergency lights/pulls			X
Low dust chair and chair bases			X





## **Floor Care**

	Every Clean	Weekly	Monthly
Vacuum all hard surface floors		3X	
Thoroughly mop all hard surface floors		3X	
Vacuum all Carpeted floors/walk off mats/Stairs		. <mark>3</mark> X	
Detail vacuum edges and corners along walls and partitions			X
Dust all accessible baseboards			X





## Restroom

Main offices/Police Building/Shop/Beach/Community Center

	Every Clean	Monthly
Clean and disinfect countertop, washbasin, toilet, and toilet seat,	X	
Wipe down and disinfect all dispensers, fixtures and mirrors	X	
Clean and disinfect door handles and light switches	×	
Empty sanitary napkin receptacles	X	
Restock hand soap, paper products, and soap from customer stock	×	
Empty trash receptacles and replace liner from customer stock	×	
Clean outsides of trash receptacles		X
Shower Clean walls and fixtures	1X weekly	
Spot clean walls		X
Sweep and thoroughly mop the floor with germicidal solution	×	
Dust accessible baseboards/bullnose tile		X
High dust up to 10' air vents, mirror frames and tops of doors, emergency lights/pulls		X





## Kitchen/Breakrooms/Office Coffee stations

	Every Clean	Monthly
Clean and sanitize unobstructed counters and tabletops	×	
Clean and sanitize sinks (work scope does not include cleaning items left in sinks)	×	
Outside of refrigerator and microwave wiped down	×	
Inside of microwave cleaned	×	
Spot clean walls and fronts of cabinets	X	************
Clean and sanitize light switches and door handles		X
Dust accessible baseboards		X
High dust <b>up to 10' high</b> - air vents, tops of doors, door frames, ceiling corners, emergency lights/pulls		Х





# **Additional Services and Specialties**

If you have a need, we will make every effort to accommodate you.

- Events at Community center: 1<sup>st</sup> floor setup/ Cleaning after event \$100.00 per occurrence
- 2<sup>nd</sup> Floor: 2<sup>nd</sup> floor setup/Cleaning after event \$150- \$200 per occurrence
- Grill Cleaning On Request: \$45
- Hard floor services (stripping and waxing):
- Carpet and upholstery cleaning:
- Post-Construction cleanup
- Tile and Grout Cleaning
- Window cleaning
- Seasonal cleaning

Janitorial supplies: We carry a full range of Janitorial Supplies. We keep a par at your location and deliver and bill as needed.

It is strongly recommended a customized floor care program be implemented, including carpet care and hard floor care services, to maintain the appearance of your floors and prevent premature replacement of floor coverings.

All estimates for floor care services are based on current labor and supply costs. It is assumed that all heavy articles that a customer wishes floor services to be performed under will be removed by the customer prior to commencement of a floor care service and replaced by the customer following completion of our service.





# **Stratus Onboarding Process**

Proposal 1	<ul> <li>After the initial appointment, a proposal will be drawn up to meet the requests and needs of your facility.</li> <li>The proposal will outline each area that will be cleaned, the frequency of each cleans and the pricing.</li> </ul>
Review 2	<ul> <li>Client to review proposal and request any adjustments to types of services and frequency.</li> <li>Please take a moment to carefully review the contract and terms and conditions.</li> </ul>
Signature <b>3</b>	<ul> <li>Send confirmed proposal to your Stratus contact.</li> <li>We will set an approximate start date to begin services.</li> <li>If your incumbent company has a contract in place, confirm exit plan and timeframe.</li> </ul>
Walkthrough 4	<ul> <li>Your Service Provider will coordinate with you on the work schedule and frequency of services at your facility.</li> <li>If necessary, we can arrange for special services, like carpet cleaning or hard floor care at this time.</li> <li>Keys and access codes will need to be provided by the client.</li> <li>Both parties will exchange emergency contact information.</li> </ul>
Service Begins 5	<ul> <li>Schedule initial clean with extra time considerations.</li> <li>Our operations team will conduct a quality audit after your initial clean to assure your needs are met.</li> </ul>
Throughout the 6 Agreement	<ul> <li>Recurring quality audits will be conducted by our operations team.</li> <li>Our services providers and operations team will be readily available to answer any questions and provide additional assistance as needed.</li> <li>We will provide a logbook for your facility to ensure a clear record of communication between our Service Providers and your designated contact person.</li> </ul>





## Service Agreement

This Service Agreement, dated April 18, 2024, is made between Stratus Building Solutions of Palm Beach County ("STRATUS Region") and Town of Palm Beach Shores ("CLIENT"). Both STRATUS Region and CLIENT agree that the STRATUS Region cleaning service will begin on \_\_\_\_\_\_, 2024 under the following terms and conditions.

1. CLIENT agrees to contract STRATUS Region to arrange for the performance of cleaning services according to the attached cleaning schedule. This Agreement is for twelve consecutive months without interruption. This Agreement will commence on the latter of the dates between the one designated on the signature page and the actual date services begin.

2. This Agreement is obtained by STRATUS Region for the performance by a STRATUS Franchisee who will comply with the terms and conditions of this agreement. The STRATUS Franchisee selected to service this CLIENT will be introduced prior to the start date of service.

3. The STRATUS Franchisee has successfully completed the STRATUS Brand Certification Program and carries all required certifications and insurance. The insurance carried by the STRATUS Franchisee names the CLIENT as an additionally insured.

4. Six of the nationally recognized holidays have been taken into consideration during the calculation of this proposal. These include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If work is performed on these days, additional charges may apply.

5. STRATUS Region will invoice CLIENT on the first day of each month, and CLIENT agrees to pay STRATUS Region the amount that is due and owed under the terms of this Agreement by the 12th of the month. Late payments will incur service and finance charges applicable in the amount of 2% per month (24% Annually). In the event of default on payment, CLIENT agrees to pay any costs for collection and/or attorney fees along with and Finance charges incurred by STRATUS Region and/or STRATUS Franchisee. Any outstanding invoices of more than 50 days will incur a late fee of \$75.00 per 30 days.

6. This Agreement may be terminated for non-performance only, and the Client must give the STRATUS Region and STRATUS Franchisee written notice, specifying in detail, the nature of any defect in performance. STRATUS Region and STRATUS Franchisee shall have two (2) weeks to cure specified defects. If the specified defects have not been cured at the end of the second week, the Client shall notify STRATUS Region and STRATUS Franchisee in writing of failure to cure, and the agreement shall terminate thirty (30) days from date of said notice. All written notices must be timely and via certified mail.

7. CLIENT agrees to verbally notify STRATUS Region and STRATUS Franchisee of any non-performance issues, in detail, prior to written notification.





8. CLIENT agrees that during the term of this Agreement and within 1 Year after the termination of this agreement, they will not employ directly or indirectly any employees, agent representatives or franchisees associated with the STRATUS system.

9. This Agreement is for a term of one (1) year, and shall automatically renew on the anniversary date, unless either party shall give written notice of termination, at least sixty (60) days.

10. Subsequent to the first anniversary of this Agreement, the price of this Agreement may be increased commensurately with any increase in the federal consumer price index. Pricing will be subject to review and may adjust taking into account market-based price increases, labor rates, supply prices, and inflation. STRATUS will notify CLIENT of any increase at least 30 days prior to said increase.

11. Upon acceptance of the Agreement by STRATUS Franchisee, STRATUS Region may assign this Agreement to STRATUS Franchisee for performance of the cleaning services hereunder, but STRATUS Region may retain the right for billing and collection on behalf of STRATUS Franchisee.

Client Name:

Client Signature: \_\_\_\_\_

Client Title:

Date Signed:





# **Our Agreement Current Service**

Both STRATUS Region and CLIENT do agree to all terms, conditions, cleaning schedule and pricing as outlined in this Agreement. Stratus will provide all the necessary cleaning chemicals and equipment, including Stratus Green Cleaning Chemicals and Green Commercial Cleaning Technology. CLIENT will provide all paper products, hand soap and replacement liners for trash receptacles.

#### Service provided:

5x Per week Main building, Police and Community center (Client to provide key/Access) Monthly Janitorial Billing: **\$2500\*\* + tax exempt?** 

Community	center eve	nts in speci	al services	page

**Note/Payment Opt	ion: We offer 3 options to pay. If c	hoosing to	pay with CC there is a 3% convenience fee
Service Address:	247 Edwards Ave., Plam Be	ach Shore	es, FI 33404
Client	St	ratus	
Ву:	Ву:		
Title:	Title:		
Date:	Date:		
Accounts Payable	: Contact Name		_; Number
	Email Address Payment Method: 🗆 Check		

This proposal assumes that if it is granted, all parties will work together to maintain a mutually agreeable cleaning solution. We reserve the right to withdraw this proposal if it is not accepted within 30 days.

# Solutions Proposal

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April 2, 2024

Mayor Alan Fiers & Alan Welch 247 Edwards Lane Palm Beach Shores, FL 33404 (561) 644-9542 <u>awelch@pbstownhall.org</u>

Re: Proposal for Janitorial Services at: Town Hall of Palm Beach Shores

Dear Mayor Alan Fiers & Alan Welch

City Wide's focus is providing you with superior solutions for all your facility needs. We understand how time-consuming and frustrating it is to constantly deal with multiple – and in some cases underperforming – vendors while keeping up with all of your other responsibilities. Our goal is to become a trusted part of your facility management team by providing you TWO of the highest trained, most responsive people available to assist you regarding any of your facility needs.

We are here to serve you! Most service companies represent their own work, while City Wide represents you. If you are unhappy, you won't hear excuses, you'll see improved results. Your assigned managers will make sure the crews in your building consistently perform to your expectations. Our commitment is to make you look good every chance we get so you become a very satisfied client.

Our clients see a difference in the quality of services managed by City Wide. That's why we boast a client retention rate in excess of 90 percent.

I want to personally thank you for considering City Wide Facility Solutions. We look forward to working with you.

Sincerely,

Michael Christie Operating Partner City Wide Facility Solutions

#### **City Wide Facility Solutions**



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We are pleased to present the Facility Solutions Manager for your account.

- City Wide has a superior track record in client retention. We mention this because we believe in the power of client satisfaction. City Wide Facility Solutions has a client retention rate above 90%.
- 2. City Wide is truly different than the rest. All maintenance companies are not created equal. We are excellent managers and deliberately do things differently at City Wide. We believe our focus on management is the reason our relationships with our clients are so strong. In this proposal, you will clearly see the differences and the advantages our team provides you.

#### City Wide's Facility Solutions Manager: Your One Point of Contact

Your Facility Solutions Manager strives to understand your building as fully as possible. They know you have more important things to do, and they take care of the details for you. Let us introduce your Facility Solutions Manager, Mike Cann.



Mike Cann Facility Solutions Manager Phone: 913.220.1703 Email: mcann@gocitywide.com

No matter how many, or few, services you require, City Wide will take the hassle out of the equation. Your Facility Solutions Manager meets with you during the day with the primary responsibility of helping to ensure quality and to be available to you to address any other needs for your facility. Your Night Manager oversees the after-hours services being done in your facility to ensure superior work on every project. Due to our unique business model, we can provide all of this at a competitive price compared with others in the industry.

We appreciate this opportunity to earn your business and thank you for your time and consideration. We look forward to working with you.



#### We Want to Be Your First Choice.

Why continue to hire one janitorial company after another – resulting in the same problems – when you can hire a company that is committed to reducing your stress level and saving you time?

City Wide Facility Solutions wants to be your First Choice. With City Wide on your short list, you're not choosing between two maintenance companies; you're choosing between the same thing you have always done and a management company that can help you with more than 20 solutions for your facility.

#### Why Choose City Wide Facility Solutions?

For one service or many, City Wide will provide unparalleled assistance in the form of:

- One point of contact
- Competitive pricing
- Facility Solutions Manager and Night Manager
- Simplified invoicing
- Proactive evaluation of your building
- > 24-hour client care

Our clients see a difference in the quality of service delivered by City Wide. That's why we boast a retention rate above 90%.

#### Our Mission

To create a *ripple effect* by positively impacting the people and communities we serve.

#### We Live Our Values Every Day

#### Community

Accountability

Professionalism

Our values serve as the foundation upon which we will work with each other, our clients, and our suppliers toward mutual success. Everyone associated with our organization is constantly challenged to live these values.

We represent the client by providing a part-time facility manager who saves you time and solve problems in your commercial facility.

#### The Solutions We Manage

By providing just one point of contact for everything from carpet cleaning to janitorial supplies to window washing, your Facility Solutions Manager (FSM) reduces the stress and time spent dealing with vendors who are a constant source of problems. Your FSM will proactively help you keep your building in top shape and work with you to maximize your budget to get the most out of your facility. Here is a short list of some of the other services we manage:

#### **Janitorial Service**

- Day and night crews available
- Customized, tailored cleans
- Trained, insured and Licensed

#### **Plumbing Services**

- One point of contact service
- Teams available for any job
- Full Building capabilities

#### **Detail Cleaners**

- Edge vacuum carpets
- Dust blinds
- Dust air vents
- Wash walls in rest rooms

#### **Floor Care Specialists**

- Strip/refinish all resilient tile and hard surface floors
- Scrub restroom floors

#### **Electrical Services**

- One call and timely service
- Full Building capabilities

#### Carpet Care Specialists

 Clean carpets using appropriate method; extraction, bonnet, or dry foam and more

#### Window Washers

 Wash interior and/or exterior windows, ground level to high-rise

#### **Construction Cleans**

Prepare a site for use after construction

#### Pressure Washing

 Eliminate build-up from the exterior of your facility

#### **Staffing Services**

Fulltime, Part time or seasonal

#### Parking Lots

- Striping
- Pothole repair

#### Disinfecting Services

High-touch areas

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Electrostatic spraying

#### City Wide Business Model

City Wide Facility Solutions is a management company in the building maintenance industry. By uniquely representing the client, our professional management team serves as one point of contact for 20+ facility solutions for commercial properties, leveraging our network of independent contractors.



#### **New Account Implementation Process**

With 30 days' notice we will implement the following to ensure a smooth transition:

- Immediately after our agreement has been signed, we will schedule a building walk-through with your Facility Solutions Manager. This is to view the facility, review the scope of work, and discuss items of importance.
- During the pre-start walk-through we request building keys, alarm codes, and emergency procedures to provide to your City Wide team.
- We will select the most qualified independent contractor(s) and Night Manager to perform the scope of work as agreed. Our goal is to ensure a smooth transition.

- Your assigned Facility Solutions Manager and Night Manager will be at your facility for the first nights of the start-up to support the crews and to ensure we achieve the City Wide level of service.
- Your dedicated Facility Solutions Manager will visit the facility and complete an inspection the morning following the first clean to ensure the expectations are being met and the building is being serviced properly.
- Ongoing inspections will be made thereafter during the day by the Facility Solutions Manager on a regularly agreed upon day and time.

#### In Conclusion

Regardless of the size and scope of your operation and the range of your immediate needs, City Wide can manage the job. We have developed a proprietary business model and are dedicated to a vision that does not simply try to do better than the competition, but ensures 100% client satisfaction.

We have a superior track record in client retention for a reason and welcome the opportunity to show you why firsthand. City Wide appreciates that selecting the right vendor means taking into account all the information you've received. What's important to remember is you are not being given the choice between two maintenance companies, as we are not a maintenance company.

#### Service Agreement - Town Hall

City Wide Facility Solutions agrees to keep your building clean and disinfected.

In order to accomplish this, we agree to manage all services listed herein to provide complete and proper maintenance for your premises. We pay special attention to your lobby and restrooms because we understand how critical it is to keep high-profile areas looking good at all times. We disinfect high-touch surfaces with only EPA-registered disinfectants as a crucial step in keeping your employees and visitors healthy.

#### Entry / Lobby

Services to be performed five days per week, Monday through Friday:

- Containers for waste materials will be emptied and waste taken to disposal.
- All open surfaces of furniture will be damp wiped clean.
- Hard floors will be dust mopped and wet mopped to remove spills and tracking.
- Carpeting and/or walk off mats will be vacuumed.
- Fingerprints will be removed from entryway glass.

#### General Office Areas

Services to be performed five days per week, Monday through Friday:

- Containers for waste materials will be emptied and waste taken to disposal.
- All open surfaces of desktops, furniture, window ledges, filing cabinets, counters, and other horizontal surfaces will be damp dusted.
- Carpeting will be vacuumed.
- Hard floors will be dust mopped and wet mopped to remove spills and tracking.

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#### **Commission Center**

Services to be performed five days per week, Monday through Friday:

- Containers for waste materials will be emptied and waste taken to disposal.
- All open surfaces of desktops, furniture, window ledges, counters, and other horizontal surfaces will be damp dusted.
- Carpeting will be vacuumed.
- Hard floors will be dust mopped and wet mopped to remove spills and tracking.

#### Break Room / Kitchen Area

Services to be performed five days per week, Monday through Friday:

- Containers for waste materials will be emptied and waste taken to disposal.
- Sinks will be cleaned and disinfected.
- Microwaves will be cleaned inside and out.
- Counters and tabletops will be cleaned, disinfected, and soda rings removed.
- Chairs will be low dusted and neatly arranged.
- Hard floor will be dust mopped and wet mopped to remove spills or tracking.

Services to be performed as needed:

 Walls around trash cans, light switches, and fronts of counters will be cleaned to remove all drips, spills, and fingerprints.

#### **Corridors and Stairwells**

Services to be performed five days per week, Monday through Friday:

- Drinking fountains will be cleaned and disinfected.
- Handrails will be wiped down.
- Hard floors will be dust mopped and wet mopped to remove spills and visible tracking.
- Carpeting will be vacuumed, and spot cleaned as needed where applicable.

#### Restrooms

Services to be performed five days per week, Monday through Friday:

- Containers for waste materials will be emptied and waste taken to disposal.
- Mirrors will be cleaned.
- Sinks will be cleaned and disinfected.
- Countertops will be cleaned and disinfected.
- Surfaces of toilets and urinals will be thoroughly cleaned and disinfected.
- Bright work will be cleaned and polished.
- Floors will be swept.
- Floors will be wet mopped and disinfected.

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 All repair items will be reported to the Facility Solutions Manager.

#### Communication

All communication will be managed by your Facility Solutions Manager. The Facility Solutions Manager will be at your facility every two weeks for any follow-ups and concerns you may have. The FSM will oversee all janitorial responsibilities weekly. The crew will communicate any discrepancies in the building to the FSM, such as maintenance problems, of which the customer needs to be made aware.

#### General

Care will be taken to conserve water and power beyond that which is required for the performance of the crew's duties.

Every effort will be made to observe and report any unusual occurrences during our time or the crew's time in the building.

Any problem that may arise during the crew's work schedule will be reported directly to our contact.

#### Holidays

Unless a request is made for service at an additional charge, the following holidays will be observed and no services shall be provided: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

#### Service Agreement - Police Department

City Wide Facility Solutions agrees to keep your building clean and disinfected.

In order to accomplish this, we agree to manage all services listed herein to provide complete and proper maintenance for your premises. We pay special attention to your lobby and restrooms because we understand how critical it is to keep high-profile areas looking good at all times. We disinfect high-touch surfaces with only EPA-registered disinfectants as a crucial step in keeping your employees and visitors healthy.

#### Entry / Lobby

Services to be performed five days per week, Monday through Friday:

- Containers for waste materials will be emptied and waste taken to disposal.
- All open surfaces of furniture will be damp wiped clean.
- Hard floors will be dust mopped and only a Swiffer Mop will be used to clean LVT flooring (Swiffer Pads and Mop to be provided by client).
- Fingerprints will be removed from entryway glass.

#### **General Office Areas**

Services to be performed five days per week, Monday through Friday:

- Containers for waste materials will be emptied and waste taken to disposal.
- All open surfaces of desktops, furniture, window ledges, filing cabinets, counters, and other horizontal surfaces will be damp dusted.
- Carpeting will be vacuumed.
- Hard floors will be dust mopped and only a Swiffer Mop will be used to clean LVT flooring (Swiffer Pads and Mop to be provided by client).

#### Break Room / Kitchen Area

Services to be performed five days per week, Monday through Friday:

- Containers for waste materials will be emptied and waste taken to disposal.
- Sinks will be cleaned and disinfected.
- Microwaves will be cleaned inside and out.
- Counters and tabletops will be cleaned, disinfected, and soda rings removed.
- Chairs will be low dusted and neatly arranged.
- Hard floors will be dust mopped and only a Swiffer Mop will be used to clean LVT flooring (Swiffer Pads and Mop to be provided by client).

#### Corridors

Services to be performed five days per week, Monday through Friday:

- Drinking fountains will be cleaned and disinfected.
- Handrails will be wiped down.
- Hard floors will be dust mopped and only a Swiffer Mop will be used to clean LVT flooring (Swiffer Pads and Mop to be provided by client).

#### Restrooms

Services to be performed five days per week, Monday through Friday:

- Containers for waste materials will be emptied and waste taken to disposal.
- Mirrors will be cleaned.
- Sinks will be cleaned and disinfected.
- Shower will be cleaned and disinfected.
- Countertops will be cleaned and disinfected.
- Surfaces of toilets and urinals will be thoroughly cleaned and disinfected.
- Bright work will be cleaned and polished.
- Floors will be swept.
- Hard floors will be dust mopped and only a Swiffer Mop will be used to clean LVT flooring (Swiffer Pads and Mop to be provided by client).
- All repair items will be reported to the Facility Solutions Manager.

#### Communication

All communication will be managed by your Facility Solutions Manager. The Facility Solutions Manager will be at your facility every two weeks for any follow-ups and concerns you may have. The FSM will oversee all janitorial responsibilities weekly. The crew will communicate any discrepancies in the building to the FSM, such as maintenance problems, of which the customer needs to be made aware

#### General

Care will be taken to conserve water and power beyond that which is required for the performance of the crew's duties.

Every effort will be made to observe and report any unusual occurrences during our time or the crew's time in the building.

Any problem that may arise during the crew's work schedule will be reported directly to our contact.

#### Holidays

Unless a request is made for service at an additional charge, the following holidays will be observed and no services shall be provided: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

#### Service Agreement - Community Center

City Wide Facility Solutions agrees to keep your building clean and disinfected.

In order to accomplish this, we agree to manage all services listed herein to provide complete and proper maintenance for your premises. We pay special attention to your lobby and restrooms because we understand how critical it is to keep high-profile areas looking good at all times. We disinfect high-touch surfaces with only EPA-registered disinfectants as a crucial step in keeping your employees and visitors healthy.

#### **Kitchen Area**

Services to be performed five days per week, Monday through Friday:

- Containers for waste materials will be emptied and waste taken to disposal.
- Sinks will be cleaned and disinfected.
- Refrigerators to be cleaned inside and out.
- Microwaves will be cleaned inside and out.
- Counters and tabletops will be cleaned, disinfected.
- Hard floor will be dust mopped and wet mopped to remove spills or tracking.

Services to be performed as needed:

 Walls around trash cans, light switches, and fronts of counters will be cleaned to remove all drips, spills, and fingerprints.

#### Elevator

Services to be performed five days per week,

 Hard floors will be dust mopped and wet mopped if applicable.

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 Stainless steel doors and metal panels will be polished.

#### **Corridors and Stairwells**

Services to be performed five days per week, Monday through Friday:

- Drinking fountains will be cleaned and disinfected.
- Handrails will be wiped down.
- Hard floors will be dust mopped and wet mopped to remove spills and visible tracking.
- Carpeting will be vacuumed, and spot cleaned as needed where applicable.

#### Restrooms

Services to be performed five days per week, Monday through Friday:

- Containers for waste materials will be emptied and waste taken to disposal.
- Mirrors will be cleaned.
- Sinks will be cleaned and disinfected.
- Countertops will be cleaned and disinfected.
- Surfaces of toilets and urinals will be thoroughly cleaned and disinfected.
- Bright work will be cleaned and polished.
- Floors will be swept.
- Floors will be wet mopped and disinfected.

3

 All repair items will be reported to the Facility Solutions Manager.

#### Communication

All communication will be managed by your Facility Solutions Manager. The Facility Solutions Manager will be at your facility every two weeks for any follow-ups and concerns you may have. The FSM will oversee all janitorial responsibilities weekly. The crew will communicate any discrepancies in the building to the FSM, such as maintenance problems, of which the customer needs to be made aware,

#### General

Care will be taken to conserve water and power beyond that which is required for the performance of the crew's duties.

Every effort will be made to observe and report any unusual occurrences during our time or the crew's time in the building.

Any problem that may arise during the crew's work schedule will be reported directly to our contact.

#### Holidays

10001

Unless a request is made for service at an additional charge, the following holidays will be observed and no services shall be provided: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day

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10. Compliance. The Customer agrees to keep, or cause to keep, all of its facilities in conformity with all applicable federal, state or local laws, ordinances and regulations, as well as in conformity with requests made by City Wide to facilitate the performance of its Services, and agrees to fully indemnify, defend and hold harmless City Wide from any loss, injury or damages (including attorneys' fees) caused by the Customer's failure to abide by the terms of this paragraph and/or this Agreement.

11. Security. City Wide and its employees, agents, independent contractors and related companies shall not be responsible for cash and personal valuable items left in the subject building. It is the Customer/tenants' responsibility to have such items locked in a secured area, where City Wide Personnel do not have access. In the event of a theft, City Wide will fully cooperate with law enforcement agencies.

12. Keys. (For Janitorial Clients Only) Customer agrees to provide four (4) complete sets of building keys or key fobs. If keys are provided customer agrees to allow City Wide to copy keys at a cost of \$5.00 per key, to be invoiced separately of monthly service charges if four (4) sets are not provided.

13. Insurance. Customer shall maintain adequate insurance protection covering the subject premises and its employees, including coverage for statutory workers' compensation and comprehensive general liability for bodily injury and property damage. City Wide agrees to maintain in effect at all times during the term of the Services rendered hereunder the following insurance: bodily injury with limits of \$1,000,000 for each person and \$1,000,000 per occurrence, property damage with limits of \$1,000,000 per occurrence. Insurance certificates will be furnished upon request. In addition, City Wide shall maintain worker's compensation insurance as required by applicable law.

14. Term. (For Janitorial Clients Only) The term of the Services to be provided hereunder shall commence as set forth herein and shall continue in full force and effect until terminated as set forth herein. Either Party may terminate the Services to be provided hereunder upon thirty (30) day written notice, provided that no such termination shall affect Customer's obligation to pay City Wide for all Services rendered and product provided. Notwithstanding the foregoing, it is understood that the Services to be provided hereunder cannot be terminated by the Customer until after the Services have been provided for an initial ninety (90) day period. The Services may be terminated by the Customer at any time after the expiration of the initial term as follows: (a) Customer shall provide City Wide S0 days to cure the problem. If City Wide is unable to cure the problem specified by Customer to Customer's satisfaction, Customer may then terminate the services by providing thirty (30) prior written notice to City Wide.

15. Force Majeure. City Wide shall be excused from its performance for a commercially reasonable period of time to the extent that it is prevented, hindered or delayed by a force majeure occurrence.

16. Assignments. This Agreement shall bind all parties, their heirs, assigns, successors, agents and representatives. City Wide may assign this Agreement and its obligations hereunder.

17. Governing Law. This Agreement shall be governed by the laws of Florida. The Customer consents to the jurisdiction and venue of any court in Florida.

18. Arbitration. The parties hereto agree that any dispute respecting the interpretation of this Agreement, a breach hereof or otherwise dealing with this Agreement (and addendums or amendments thereto), shall be resolved by binding arbitration conducted in West Palm Beach, Palm Beach County, Florida (or another location in the Miami metropolitan area selected by City Wide). If Customer loses, it shall pay City Wide's arbitrator fee, as well. In the event the parties cannot agree upon an arbitrator, the parties agree that USA&M in accordance with its Consolidated Arbitration Rules (and if not available, then another reputable arbitration company in the Miami metropolitan area) shall provide the arbitrator. Informal rules of evidence and procedure shall apply. It is understood that in the event City Wide is desirous of injunctive relief, it may, at its option, seek such in court without waiving its rights to have the money damage claims be resolved by an arbitrator.

CW SOUTH FLORIDA LLC

Initial:

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION TO WHICH, THE PARTIES AGREE TO BE BOUND.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Print Customer's Legal Business Name Here	•					
Ву:		Ву:				
Print:		Print:		· ·	14	
Title:	<i></i>	Title:	84		Ш.	
		۰.	•	€: 300		

A SIGNED FACSIMILE OR EMAIL COPY OF THIS DOCUMENT IS AS BINDING AS AN ORIGINAL.

Page 2 of 2

Version 12/14/23

#### CW SOUTH FLORIDA LLC dba CITY WIDE FACILITY SOLUTIONS - SOUTH FLORIDA 5114 Okeechobee Bivd Ste 109, West Palm Beach, Florida 33417

This AGREEMENT (the "Agreement") is made and entered into as of the \_\_\_\_\_\_day of \_\_\_\_\_\_, 20\_\_\_\_, by and between CW South Florida LLC dba City Wide Facility Solutions – South Florida ("City Wide") and

1. Services and Products. Services and products ("Services") will be provided as set forth in a separate Investment Recap or Service Agreement ("Contract") attached hereto and signed by representatives of both Parties. The date City Wide's Services are to commence shall be set forth in the attached Contract. If no date is set forth in the Contract, then Services will commence on a date mutually agreeable to the Parties.

2. Performance. Services shall be provided in a professional and workman-like manner in conformity with the Contract. "City Wide Personnel" consists of City Wide employees, agents and/or independent contractors. City Wide shall retain full responsibility for the Services of any City Wide Personnel. If any individual assigned is unacceptable to the Customer, the Customer shall promptly notify City Wide management concerning the situation. If the Parties are unable to arrive at a solution that is acceptable to the Customer, the Customer may request that City Wide replace the individual. City Wide will either replace the individual within a reasonable time frame or terminate the Services provided hereunder effective immediately and City Wide shall have no liability for doing such.

3. Invoices. City Wide will invoice Customer on or about the first workday of each month in which recurring monthly Services are provided. Monthly fees for Services may be prorated by City Wide when appropriate. Invoices for Services, as set forth in the Contract, shall be paid within ten (10) days from date of invoice. WHEN APPLICABLE, SALES TAX WILL BE ADDED TO THE INVOICE. Additional Services may be purchased by Customer from City Wide. Invoices for additional Services will be sent immediately upon completion of the additional services or delivery of products, and shall be paid within ten (10) days from date of invoice. Any dispute concerning an invoice or Services shall be identified in writing within ten (10) days of the invoice or the rendering of the Services, as the case may be. City Wide will charge the Customer a late charge of 1½ % per month on all outstanding balances of more than 30 days from the invoice date. Customers shall also pay, where appropriate, all collection costs including reasonable attorneys' fees.

4. Price Increases. Notwithstanding anything herein to the contrary, adjustments to the charges for Services, as set forth in the Contract, may be made in the event that (i) additional workmen are employed by City Wide at the request of the Customer to extend service areas and/or specifications, (ii) additional wages are paid out by City Wide for Services, due to union increases and/or (iii) any other governmental action that directly and materially affects City Wide's costs of Services. Any change in fees for Services requires a 30-day prior written notice to Customer, and Customer may elect to terminate the Services provided hereunder in writing prior to the effective date of such increase without penalty. Customer shall immediately notify City Wide in writing of any addition or deletion of square footage being used in Customer's building. No reduction in the charges shall be appropriate until written notification of the deletion of square footage negardless of whether Customer notifies City Wide of such.

5. Materials. (For Janitorial Contracts Only) All cleaning materials and equipment necessary for Services will be furnished by City Wide, except for usable/consumable items. Customer will provide the usable/consumable items including, but not limited to, hand towels, toilet tissue, hand soap, plastic liners, air fresheners, and feminine hygiene products. At Customer's option, City Wide may provide these products for an additional cost.

6. Indemnification. Customer and City Wide shall fully indemnify, defend and hold harmless the other for any and all costs and expenses (including reasonable attorneys' fees) for any and all claims, costs, expenses and damages arising as a result of acts or omissions of the other, its employees, agents, guests, invitees and/or representatives.

7. Conflicts. If terms or provisions herein conflict with the terms or conditions set forth in another agreement between the parties, the terms hereof shall prevail even if the other agreement is entered into prior to this Agreement. City Wide's maximum legal liability and exposure, with respect to conflicts, to Customer hereunder shall not exceed the charges paid by Customer for one month's Services. No oral representations or promises have been made to the Customer.

8. Non-Solicitation. While Services are being provided hereunder, including any extension or renewal of the Services, and for a period of 180 days following the termination of City Wide's Services, Customer shall not employ, contract with nor have any business dealings whatsoever with any individual or company that is or was an employee, agent or independent contractor of City Wide (or a parent, subsidiary, franchisee, related or associated company) or an employee or agent of a City Wide independent contractor, while Services were being provided hereunder. As used in this section of this Agreement, the term "Customer" shall mean the undersigned Customer, together with all employees, agent's partners, officers, directors and/or principals of Customer and any parent, subsidiary, related or associated company. Should the Customer breach the covenants of this section of this Agreement, in addition to all other remedies provided by law, it is understood that City Wide shall be entitled to:(a) an immediate Temporary Restraining Order from any Court of competent jurisdiction, and thereafter to a Preliminary Injunction and a Permanent Injunction; and (b) immediate payment by Customer of liquidated damages in the amount of one thousand dollars per week for each violation, the Customer acknowledging that actual damages would be difficult or impossible to calculate; and (c) immediate payment by Customer of all costs and expenses incurred by City Wide in connection with the enforcement of this Agreement, including, but not limited to, reasonable attorneys' fees, investigation costs and court costs. Any period of time in which Customer violates the provisions of this paragraph shall be added to the 180-day duration of the restriction.

9. Relationship of Parties. Each Party and its personnel are independent in relation to the other Party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the Parties. Neither Party may assume or create any obligations on the other's behalf without prior written consent. Each Party shall remain responsible for the withholding and payment of all federal, state, and local personal income, wage, earnings, occupations, social security, unemployment, sickness and disability insurance taxes, payroll levies, or employee benefit requirements now existing or hereafter enacted and attributable to themselves and their respective personnel.

Page 1 of 2

Version 12/14/23

Initial:

## Town of Palm Beach Shores

Attention: Alan Welch

Address: 247 Edwards Lane Palm Beach Shores, FL 33404 Email: <u>awelch@pbstownhall.org</u> | Phone: 561.644.9542

#### **Event Services Investment Recap**

City Wide Facility Solutions Janitorial Service Package Includes all Event Services outlined in the service agreement.

Holiday Event Services	Frequency		Price Per Occurrence
Event Setup	Per Occurrence		\$150
Event Breakdown	Per Occurrence		\$150
Event Cleaning	Per Occurrence	• •	\$175
		. 40.3	
Holiday Event Service / Both Levels			
Event Setup	Per Occurrence		\$200
Event Breakdown	Per Occurrence		\$200
Event Cleaning	Per Occurrence		\$250

## Town of Palm Beach Shores

Attention: Alan Welch

Address: 247 Edwards Lane Palm Beach Shores, FL 33404

Email: <u>awelch@pbstownhall.org</u> | Phone: 561.644.9542

#### Investment Recap

City Wide Facility Solutions Janitorial Service Package

Includes all janitorial services outlined in the service agreement.

Managed Janitorial Services	Frequency	Total Price Per Month
Daily Janitorial Services	5 days per week	\$2,100
Event Setup	Per Occurrence	\$125
Event Breakdown	Per Occurrence	\$125
Event Cleaning	Per Occurrence	\$150
Grill Cleaning	Per Occurrence	\$50
Emergency Event Service	Per Occurrence	\$225

Facility Management Program

**Total Month Investment** 

**City Wide Facility Solutions** 

Authorized Representative Signature

Printed Name

Title

Date

Town of Palm Beach Shores

Authorized Representative Signature

Printed Name

Title

Date

\$100

#### \$2,200.00



### **Client Information**

CW South Florida LLC dba City Wide Facility Solutions – South Florida Local: 5114 Okeechobee Blvd Ste 109, West Palm Beach, FL 33417 Accounting: 15230 W 105th Terrace; Lenexa, KS 66219

COMPANY INFORMATION	Contraction Contra	
PAN		
ORN	DBA Name:	LLC (Please attach W-9)
NFG	Duns & Bradstreet #: Industry Type:	
	In Business Since: Tax Exempt:Yes	No (If yes, provide tax exemption certificate
	Responsible Party/Owner Name:	
	Phone: Email:	
10	Accounting Contact Name:	_ Title:
CTS	Phone: Email:	
CONTACTS	Email for Invoicing primary:	
col	City Wide prefers a general/shared email address that is available to more than one ind	
	Email for Invoicing secondary:	
	Email for Statements/Inquiries:	
	Does your business require a portal for invoicing: Yes No (If yes	s, provide additional details)
	Does your company prefer to pay by ACH: Yes No (If yes, we w	vill contact you with banking details)
	Service Location Description:	
ION	Service Address:	
CAT		p:
SER	Building Contact Name:	
	Phone: Email:	
ONLY WHEN REQUIRED	Bill to Address:State:Zij Billing Contact Name:Email:	Title:
		40
1 1	5. A A A A A A A A A A A A A A A A A A A	
	BANK REFERENCE (complete if in business less than one year	ar or no Duns & Bradstreet)
	Bank Name: Contact Na	me
zщ	Phone: Email:	
ONLY WHEN APPLICABLE	Branch Address: City:	State: Zip:
LIC Y	O.y	etato: zip:
APP	TRADE REFERENCES	
unie mi	and the second se	
	Company: Account Open Date:	
	Contact Name: Phone	:
195 52 12		
	Company: Account Open Date:	
	Contact Name: Phone	:
		e e e e e
8	Customer Signature Printed Nam	ne Date
	or Internal Use Only:JS Est. Monthly \$ FSM	NJS Est. Project \$



Image Janitorial Services, Inc. 561-844-8778

1750 N. Florida Mango Road, Suite 103

West Palm Beach, FL 33409 Facsimile 561-844-8986

# Service Agreement

October 6, 2023 Town of Palm Beach Shores Attn: Alan Welch

The Undersigned, Town of Palm Beach Shores, hereby accepts the proposal of Image Janitorial Services, Inc. ("Image Janitorial") to supply Janitorial Services for our premises located at:

- · 90 Edwards Lane
- · Palm Beach Shores, FL 33404

Upon the following terms:

- 1. Image Janitorial service charge for after event cleaning will be:

#### 

#### **Community Center** -

 Price per event: \$550 per event – both floors 1<sup>st</sup> floor only: \$235.00 per event – 1<sup>st</sup> floor only 2<sup>nd</sup> floor only: \$360.00 per event – 2<sup>nd</sup> floor only

#### Holiday Cleaning Charges

- 2) Price per event: \$695.00 per event both floors  $1^{st}$  floor only: \$295.00 per event  $1^{st}$  floor only  $2^{nd}$  floor only: \$475.00 per event  $2^{nd}$  floor only
- A) Cleaning Service to <u>include cleaning of facilities after events</u>: <u>disassembling furniture, stacking furniture, cleaning ballroom</u>, <u>bathrooms</u>, <u>glass doors</u>, <u>kitchens</u>, <u>service elevator</u>, <u>exterior stairwells</u>, <u>exterior walkways and 1<sup>st</sup> floor BBQ</u> when cleaning is performed on first floor
- B) Image Companies will not be responsible for ending the party.
- C) We recommend that the Town of Palm Beach Shores Police Department show up and end the party at closing times.

#### Start time: TBA

- 2. Included in all monthly service charges will be Image Janitorial Cleaning Staff, cleaning supplies, cleaning products will be furnished by Image Companies.
- 3. All Janitorial Services specified in the "Specifications" attachment of this proposal will be provided to Customer in a satisfactory manner.
- 4. Image Janitorial Services, Inc. will carry insurance as specified by Town of Palm Beach Shores and furnish a valid certificate of insurance for the term of the contract.

- 5. Image Janitorial may perform certain optional services as part of the regularly scheduled cleaning activity as described in Optional Services of this proposal, if applicable. The Optional services indicate which optional services are not included in the monthly service charge quoted above. Image Janitorial will perform other additional services upon request at prices outlined in Optional services or if specified to be determined at the time of request.
  - 6. Unless stated as a one-time service charge, the term of this contract is for one year from the first day of service and will automatically extend for an additional year upon each anniversary date. Upon each renewal term, the amount of this contract shall increase the current CPI Index (Consumer Price Index). If a party to this cleaning contract fails to perform according to its obligations hereunder (The non-performing party"), the party claiming non-performance ("the claiming party") will send the non-performing party written notice by certified mail, specifying the manner of non-performance. This notice will provide that the non-performance to the satisfaction of Town of Palm Beach Shores. The claiming party will meet with the non-performing party within the 15 day cure period to acknowledge satisfactory completion of the items specified in the certified letter. If these items have not been corrected or cured within this fifteen (15) day period, the claiming party may then terminate this Agreement by sending the non-performing party a thirty (30) day written notice of termination.
- The service charge will remain in effect for one year unless there are changes in the original specifications for the premises. In the event of such changes, Customer will advise Image Janitorial accordingly.
- 8. Customer agrees that it will not employ or contract with any Image Janitorial employee, or assign, or any of the assign's employees during the term of this contract, and for one hundred and eighty (180) days after the termination of this contract, without Image Janitorial written consent. If the Customer does employ any Image Janitorial employee, or assign, or any of the assign's employees during the term of this contract, and for one hundred and eighty (180) days after the termination of this contract employee, or assign, or any of the assign's employees during the term of this contract, and for one hundred and eighty (180) days after the termination of this contract the Customer agrees to compensate Image Janitorial Services, Inc. \$3,500.00 (Three Thousand-Five Hundred Dollars and zero cents) per Image Janitorial employee, or assign, or any of the assign's employees.
- 9. Image Janitorial will invoice Customer monthly, and Customer agrees to pay Image Janitorial the amount that is due and owing under the terms of this contract within fifteen (15) days of billing date. Payment of any outstanding balance shall be due in full on or before contract termination date. Late payments will incur late fees and finance charges in the amount of 18% per annum, or 1.5% monthly. In the event of default on payment, Customer agrees to pay Image Janitorial attorney's fees and costs for collection.
- 10. All communication between client and Image Janitorial will be conducted via email: for Image Janitorial Services: <u>service@imagecompanies.com</u>, and for Town of Palm Beach Shores: <u>awelch@pbstownhall.org</u>; in addition to the communication to our headquarters office numbers and to the contact numbers for the Account Manager.

#### ACCEPTANCE OF TERMS AUTHORIZED SIGNATURES

X-1	Town of Palm Beach Shores / Date://
Print Name 5	
Signature Tillioflay (B. Wi/Sou	Image Companies / Date: _ <u>166</u> 33

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Please sign and fax back to the Image Companies. Thank you!



## **Town of Palm Beach Shores Purchase Requisition**

#### Attach Receipt

Invoice Date:	1/1/2024	Invoice #:	67542
Vendor:	Image Janitorial Services Inc.	Phone #:	561-844-8778
Address:	1750 N. Florida Mango Road Suite #103	email:	www.imagecompanies.com
	West Palm Beach, Fl 33409		

DEPT	DESCRIPTION	ACCOUNT NUMBER	PRICE
Public Works	Contracts Maintenance	001-04-519-03400	\$ 2,618.34
	Rate Increase \$ 568.34		
).	140		
Total			\$ 2,618.34
Notes: Janitoria	al Cleaning Services Rate Increase \$568.3	34	2,200.9
1. Monthly Janitoria	I Cleaning Services Monday to Friday every we	eek = Town Hall, Police Dept., Community Center	1st Fl. Bathrooms.
2. Beach Bathroo	m Building Cleaning Services Men & Wor	mens Bathroom for every Saturday & Sund	-

All purchases require quotes at following levels (list & attach back-up as required); \$500.00 - \$14,999.99 two verbal quotes \$15,000.00 - \$99,999.99 three written quotes \$100,000.00 - \$199,999.99 informal RFP Over \$200,000.00 formal bid or RFP

OTHER VENDOR QUOTES: 1. Contracted Services.

**REQUESTED BY:** 

Alan Welch

APPROVED BY:

Prairie Landscaping Inc 2479 Prairie Rd West Palm Beach, FL 33406 (561) 722-3920	Estimate	1339	Ferana 2019 pr WPB Pi	NDO_I FRADA sine Rg 133/06	Prairie Landscaping, Suc. Instance - Commercial - Researched	Ph. (941) 75c diab Lizonted & Heared
prairieinc04@yahoo.com ADDRESS Mr Alan Welch Town of Palm Beach			DATE 03/27/2024		DTAL 940.00	

Shores

03/27/2024

\$29,940.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
03/27/2024	Community Center	1	0.00	0.00
	Sable Palm Trim	36	45.00	1,620.00
	Coconut Palm Trim	28	75.00	2,100.00
	Christmas Palm trim	5	15.00	75.00
	Inlet Park	1	0.00	0.00
	Coconut Palm Trim	77	75.00	5,775.00
	Sabal Palm Trim	17	45.00	765.00
	Linda Ln to Bravado Ln	1	0.00	0.00
	Coconut Palm Trim	26	75.00	1,950.00
	Royal Palm Trim	1	75.00	75.00
	Sable Palm Trim	2	45.00	90.00
	Oak Trees Trim	1	365.00	365.00
	Yellow Trumpet Tree	1	175.00	175.00
	Bayan tree trim	1	950.00	950.00
	Bravado Ln to Claremont Ln	1	0.00	0.00
	Bayan tree trim	2	950.00	1,900.00
	Sable Palm Trim	11	45.00	495.00
	Royal Palm Trim	1	75.00	75.00
	Jacaranda tree trim	1	150.00	150.00
	Claremont Ln to Tacoma Ln	1	0.00	0.00
	Bayan tree trim	1	950.00	950.00
	Yellow Trumpet Tree	1	165.00	165.00
	Rainbow Eucalyptus tree trim	1	350.00	350.00

DATE	ACTIVITY	QTY	RATE	AMOUN
	Frangipani Tree trim	1	115.00	115.00
	Black Olive Trees	1	350.00	350.00
	Sable Palm Trim	10	45.00	450.00
	Coconut Palm Trim	6	75.00	450.00
	Queen Palms Trim	2	45.00	90.00
	Gumbo Limbo Tree Trim	4	95.00	380.00
	Hong Kong Orchid Tree Trim	1	265.00	265.00
	Clusia Rosea Tree Trim	1	275.00	275.00
	Tacoma Ln to Edward's Ln	1	0.00	0.00
	Coconut Palm Trim	2	75.00	150.00
	Queen Palms Trim	4	45.00	180.00
	Sable Palm Trim	18	45.00	810.00
	Hong Kong Orchid Tree Trim	1	275.00	275.00
	Foxtail Palm Trim	23	15.00	345.00
	Foxtail Palm Remove	1	165.00	165.00
	Mahogany Tree Trim	2	275.00	550.00
	Royal Point Tree Trim	2	75.00	150.00
	Green Bottonwood tree trim	1	275.00	275.00
	Edward's Ln to Cascade Ln	1	0.00	0.00
	Oak Trees Trim	2	275.00	550.00
	Royal Palm Trim	10	75.00	750.00
	Sable Palm Trim	5	45.00	225.00
	Queen Palms Trim	4	45.00	180.00
	Washingtonia Palm Trim	1	45.00	45.00
	Oak Trees Trim	2	275.00	550.00
	Gumbo Limbo Tree Trim	1	75.00	75.00
	Cascade Ln and Blossom Ln	1	0.00	0.00
	Queen Palms Trim	2	45.00	90.00
	Royal Palm Trim	1	75.00	75.00
	Bayan tree trim	1	950.00	950.00
	Yellow Trumpet Tree	1	165.00	165.00
	Sego Palm Trim	1	35.00	35.00
	Sable Palm Trim	20	45.00	900.00
	Frangipani Tree trim	1	65.00	65.00
	Spanish Dagger tree trim	1	125.00	125.00
	Blossom Ln to Sandal Ln	1	0.00	0.00
	Foxtail Palm Trim	5	15.00	75.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Bayan tree trim	1	950.00	950.00
	Trim Standard Clusia Tree	1	150.00	150.00
	Royal Poinciana Tree Trim	1	275.00	275.00
	Gumbo Limbo Tree Trim	2	115.00	230.00
	Southern Magnolia trim	1	75.00	75.00
	Sandal Ln to Bamboo Rd	1	0.00	0.00
	Queen Palms Trim	1	45.00	45.00
	Christmas Palm trim	6	10.00	60.00

TOTAL

\$29,940.00

THANK YOU.

Accepted By

Accepted Date



## (833) 321-TREE

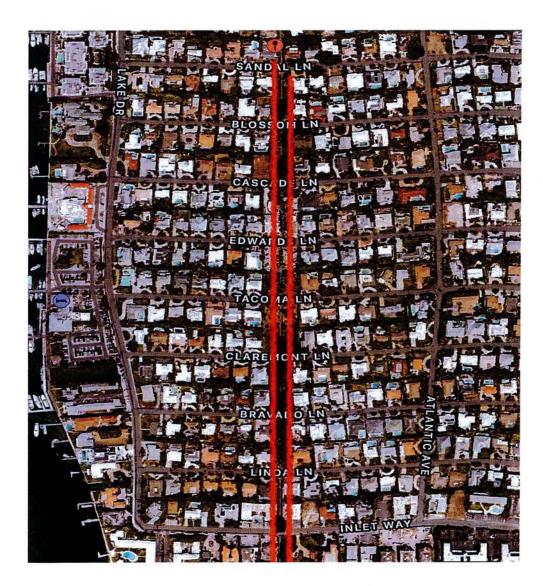
info@ECOTreeExperts.com 500 S Australian Ave #600 West Palm Beach, FL 33401



# **ESTIMATE #31424**

CLIENT INFORMATION			
NAME: Alan Welch			
ADDRESS:	247 Edwards Lane		
	Palm Beach Shores FL 33404		
PHONE:	561-644-9542		
EMAIL:	awelch@pbstownhall.org		

PROJECT DETAILS				
COMPANY REP: Brit-ECO				
PROPOSAL DATE:	03/14/24			
TIMELINE:	ASAP			
COMPLETION DATE:				
OTHER:	6 weekdays to complete			



We truly value your business, thank you! If you have any questions, please contact Nicholas Adams at (561) 216-9204 info@ecotreeexperts.com.



# (833) 321-TREE

info@ECOTreeExperts.com 500 S Australian Ave #600 West Palm Beach, FL 33401



# **ESTIMATE #31424**

	CLIENT INFORMATION	PRO	JECT DETAILS
NAME:	Alan Welch	COMPANY REP:	Brittany Corliss
	247 Edwards Lane	PROPOSAL DATE:	03/14/24
ADDRESS:	Palm Beach Shores FL 33404	TIMELINE:	ASAP
PHONE:	561-644-9542	COMPLETION DATE:	
EMAIL:	awelch@pbstownhall.org	OTHER:	6 weekdays to complete

DESCRIPTION		
All trees 11ft+ in designated area outlined on map (see page 2)		
<ul> <li>Hardwoods – Interior clean out, canopy elevation, and wind mitigation</li> </ul>		
<ul> <li>Softwoods - Interior clean out, canopy elevation, and wind mitigation</li> </ul>		
<ul> <li>Palms - Interior clean out, canopy elevation, and wind mitigation</li> </ul>		
Property Line Trim X2 Rubber Tree / Banyan Tree		
Clean out all underbrush in two specified locations		
One Palm Removal		
Haul away all debris		
	TOTAL	\$ 41,250.00

Payment in full is due upon completion of the project. The above prices, specifications and conditions are satisfactory and are hereby accepted. ECO Tree Experts is authorized to do the work as specified. I understand that minimal ground wear is expected, ECO Tree Experts is not responsible for underground utilities, debris removal may take up to 72 hours and stump grinding mulch debris is not removed. Client agrees to pay the above stated price in full upon completion of the project. Should payment(s) for services be returned for any manner (charge back, bounced check, etc), Client agrees to be 100% responsible for any additional costs associated with the returned payment(s). If payments are delayed for more than ten (10) calendar days upon completion of the project, an additional 10% late fee will be assessed. If payments are delayed for more than thirty (30) calendar days upon completion of the project, an additional 25% late fee will be assessed. Should Client default on any term(s) of the Agreement, Client shall pay all attorneys' fees and costs associated with default. Client agrees and acknowledges that the State of Florida shall be the legal forum for any disputes that may arise as to this Agreement. Payments will be made as outlined in this proposal. There will be a 3% processing fee for credit card payments.

Signature:

Customer

Signature:

Nicholas Adams

Date: 03/14

Date:

03/14/24

Nicholas Adams, Owner

## We truly value your business, thank you!

If you have any questions, please contact Nicholas Adams at (561) 216-9204 info@ecotreeexperts.com.

# **Picture Perfect Tree Services**

6190 Garrett St Jupiter FL 33458 5614900824



# ESTIMATE

Completed on 02/28/2024

Estimate for	Payable to	Invoice #	
100 Edwards Ln	Picture Perfect Tree Services	195	
Palm Beach Shores FL 33404	Project		$\checkmark$
	Trimming		LICENSED & INSURED

Description	Quantity	Price/E	Total\$
Gumbo Limbo (thin, lift)	1	125	125
Royal Poinciana (lift, even)	1	250	250
Gumbo Limbo (thin, lift, shape )	1	400	400
Oak (thin, lift, shape)	1	100	100
Clusia	1	50	50
Ficus (thin, lift, shape)	1	750	750
Royal Palm	14	60	840
Sabal Palm	47	55	2585
Queen Palm	11	40	440
Coconuts	26	75	1950
Oak #1 (thin, lift, even)(side of house)	1	225	225
Oak #2 (thin,lift,even)	1	200	200
Bottle Brush	1	25	25
Calophyllum	1	75	75
Sea Grape	1	0	0
Ficus (light reduction, clean)	1	875	875
Royal Poinciana (even, thin)	1	300	300
Flcus (reduction, clean)(Cascade maybe no )	1	1500	1500

Gumbo Limbo	1	50	50
Calophyllum	1	50	50
Oak (police parking)	1	325	325
Oak (walk way)	1	200	200
Oak (police parking)	1	450	450
Oak (front of building)	2	125	250
Hardwood (light reduction,thin,lift)(parking lot)	1	850	850
Button wood(reduce)	1	350	350
Remove dead hardwood	1	325	325
Buttonwood (clean shape)	1	375	375
Buttonwood (clean)	1	100	100
Oak (light shape, thin)	1	250	250
Gumbo Limbo	1	125	125
Rainbow Eucalyptus (thin,lift)	1	150	150
Hardwood (light reduction,thin)	1	600	600
Hardwood (thin,lift)	1	225	225
Large Ficus (full reduction)	1	2500	2500
Large Ficus #1 (full reduction) (claremont)	1	2000	2000
Large Ficus #2 (full reduction)	1	2500	2500
Large Ficus #3 (full reduction)	1	3000	3000
Large Ficus (light reduction,thin,lift) (BRAVADO)	1	1800	1800
Oak (full trim)	1	400	400
Ficus (inlet way)	1	3000	3000

\* Includes hauling all deris and cleanup

### Notes:

Cash or Check due upon completion of services.

Subtotal \$30,565.00

# \$30,565.00



# **Client Agreement**

- 1. Parties:
  - 1.1. Contractor: Palm Beach Construction & Associates, located at 6742 Forest Hill Blvd., #197, Greenacres, FL 33413, hereinafter referred to as the "Contractor".
  - 1.1. Client: Town of Palm Beach Shores (Contact: Alan Welch), located at 247 Edwards Lane, Palm Beach Shores, FL 33404, hereinafter referred to as the "Client".

## 2. Scope of Work:

The Contractor agrees to provide the following services to replace the white cement tile and flat roof on the South half of the City Hall building:

- 2.1. Contractor will remove and dispose of the existing cement tile roofing, the flat roof section and the gutter on all three sides of the building.
- 2.2. Supply and install new white cement tile and modified bitumen roofing.
- 2.3. Provide an A/C company to disconnect and connect the two A/C units on the roof.
- 2.4. Supply scaffolding to hold both A/C units off the roof while the new roof is being installed.
- 2.5. Supply two sets of scaffolding at the front of the building to create a walkway from the roof to the dump trailer over the sidewalk.
- 2.6. Supply a ramp to get the dump trailer from the road, over the curb and onto the swale in front of the building.
- 2.7. Supply plywood to cover the grass in front of the building where the dump trailer tires will roll over.
- 2.8. Repair the stucco on the second story wall (facing South), once the flashing is installed.
- 2.9. Supply and install a new 6" seamless gutter to replace the existing gutter that is removed.
- 2.10. Remove and dispose of all trash and debris from the project.
- 2.11. Palm Beach Construction will comply with all local, city and state building codes, including any necessary building permits (permit fee not included in this agreement).

Disclaimer(s):

- The contractor will take all necessary precautions, but is not responsible for any damage to the grass, sprinkler system or property caused by the dump trailer, scaffolding, etc...
- Contractor is required to replace any rotted or damaged wood decking discovered once the existing roof is removed. The Contractor will provide the Client with an addendum of the additional cost of roof repairs if they are needed.
- No paint is included in this contract for areas repaired or replaced.

## 3. Subcontractors and Purchasing

In order for the Contractor to insure and warranty the project, all subcontractors and materials needed to complete the project will be hired or purchased directly by the Contractor.

## 4. Contract Pricing:

4.1. Price Fluctuation Clause: Prices quoted for materials and products are based on costs at the time of the quote. Should there be an increase in the cost of materials or products due to market fluctuations beyond the Contractor's control, the total project cost may be adjusted. Any increase of the original quoted amount will require the Client's written approval before proceeding.

## 5. Payment Terms:

Upon signing contract	50%	\$19,972.50	
When permit is approved	10%	\$3,994.50	
When the roofing materials are delivered to the job site	10%	\$3,994.50	
Once the roof is dried in	10%	\$3,994.50	
When the cement tile is delivered to the job site	10%	\$3,994.50	
Upon completion	10%	\$3,994.50	

- 5.1. Payment Processing Fees: Payments made via bank transfer or card payment will incur a processing fee of 1% and 3% respectively. This fee will be added to the respective invoice or transaction amount. Payments made via Cash, Check or Zelle will not incur a processing fee.
- 5.2. Late payments will accrue interest at a rate of 12% per month.

## 6. Termination:

- 6.1. Either party may terminate this agreement with 3 days written notice. If terminated, the Client is liable for payment for all services rendered and materials purchased up to the date of termination.
- 6.2. If the Client breaches any terms of this agreement, including non-payment, the Contractor has the right to suspend work until the issue is resolved.

## 7. Warranty:

The Contractor provides a 12 month warranty on all workmanship from the date of completion. This does not cover normal wear and tear or damage caused by external factors beyond the Contractor's control.

## 8. Liability:

The Contractor shall not be liable for any indirect, special, or consequential damages or lost profits arising out of or related to this contract or the performance or breach thereof.

## 9. Florida's Homeowners Construction Recovery Fund:

Payment, up to a limited amount, may be available from the Florida homeowners' construction recovery fund if you lose money on a project performed under contract, where the loss results from specified violations of Florida law by a licensed contractor. For information about the recovery fund and filing a claim, contact the florida construction industry licensing board at the following telephone number and address:

2300 N Jog Road West Palm Beach, FL 33411-2741 Phone: 561-233-5000

## 10. Governing Law & Dispute Resolution:

- 10.1. This agreement shall be governed by the laws of the State of Florida.
- 10.2. Any disputes arising from this contract will be resolved through mediation. If mediation fails, disputes will be settled in Palm Beach County Court.

### **11. Entire Agreement:**

This agreement constitutes the entire agreement between the parties and supersedes any prior understandings, written or oral, relating to the subject matter of this agreement.

### 12. Acknowledgement:

By signing below, both parties acknowledge they have read, understood, and agreed to the terms outlined in this Client Agreement.

Company Rep. Signature Abel Chemendia	_Date <u>04/09/2024</u>
Print Name: Abel Echemendia	

Client's Signature	Date
Print Name:	

## Alan Welch

From:	Abel Echemendia Jr. <abelj@palmbeachconstruction.net></abelj@palmbeachconstruction.net>
Sent:	Tuesday, April 9, 2024 4:54 PM
To:	Alan Welch; Luis Vidal; Abel Echemendia
Subject:	Palm Beach Construction - Roof Replacement Proposal
Attachments:	Client Agreement - Town of Palm Beach Shores.pdf

Caution: External (abelj@palmbeachconstruction.net)

Sensitive Content, First-Time Sender Details

Report This Email FAQ Protection by EssentialNet Solutions

Hi Alan,

Hope you are having a great day. My dad and I have completed our proposal for the roof replacement project we discussed with you last week. We always try to be as thorough as possible with the "Scope of Work" section but please do not hesitate to reach out if you have any questions.

We are able to get the process started as soon as the agreement is signed and receive the deposit, so let me know if there is anything else you need from us in the meantime.

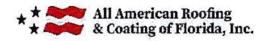
Thanks and look forward to working with you, Abel Jr.

--ABEL J ECHEMENDIA Operations Manager Palm Beach Construction & Associates

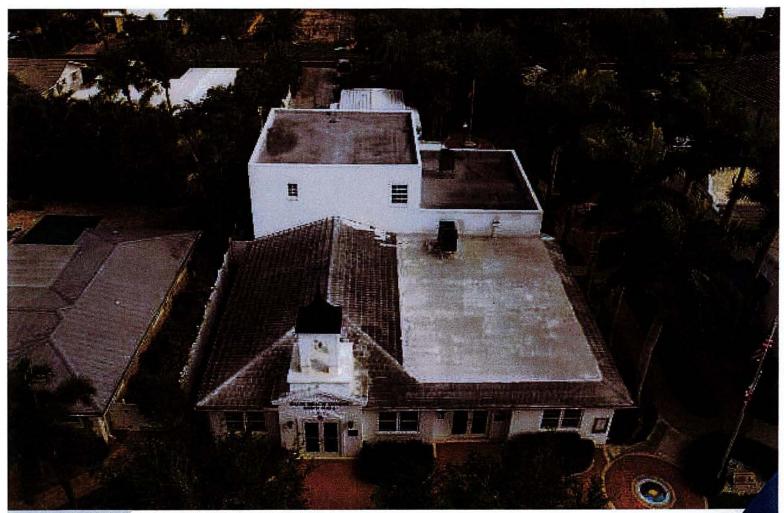
561-888-0241

AbelJ@palmbeachconstruction.net

www.palmbeachconstruction.net







# CONCRETE TILE ROOF REPLACEMENT

MAR 29, 2024 | Project #2023428

License Number: CCC1329384

Office@AllAmericanRoofer.com 772-781-4410

# ALAN WELCH

247 Edwards Lane West Palm Beach, FL 33404 awelch@pbstownhall.org 5616449542

# INTRODUCTION

Hello Alan,

Thank you for the opportunity to provide you with a proposal to replace your roof. Please find your estimate below along with upgrade options for potential improvements to your project, if applicable.

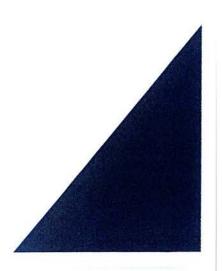
The following Proposal provides:

- 1. Removal and disposal of existing roof
- 2. Labor, materials and permitting for installation of new roofing system
- 3. Clean up of entire work area of roofing debris
- 4. AAR is a Licensed Roofing Contractor, doing business on the Treasure Coast for 20 years
- Work to be completed by in house journeyman roofers who are all covered by \$1,000,000 Worker's Insurance
- 6. Jobsite will be covered by \$1,000,000 Liability Insurance
- 7. Audit of all work completed by Quality Control Officer
- 8. Workmanship Warranties on all roof replacements

If you have any questions, please don't hesitate to call me. We always want to provide the best service to our clients.

Kind regards,

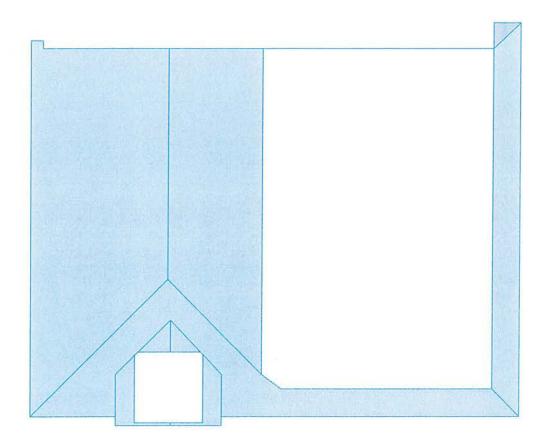
Mike Ruggeri mike@allamericanroofer.com 772-837-1930





# Diagram

247 Edwards Lane, Palm Beach Shores, FL 33404



This report was prepared by All American Roofing & Coating of Florida, Inc.. Copyright © 2024 Roofr.com | All rights reserved. 2

# WESTLAKE CONCRETE TILE

#### Description

#### **Tile Roof Replacement**

-All American Roofing will remove and dispose of existing Tile and Flat roofs down to plywood sheathing.

-AAR will inspect existing plywood sheathing and re-nail according to current building code fastened with 2.5" 8d ring shank coil nails at 6" on center in the field and 4" on center at the perimeter.

-AAR will replace up to five (5) sheets 5/8" CDX plywood if needed, N/C.

-AAR will cut out stucco for removal of existing flashing as needed at side walls and head walls.

-AAR will remove flashing and install new .032" aluminum flashing and counter flashing where exisitng was removed.

-AAR will apply stucco where existing was removed to match existing texture as closely as possible. \*AAR not responsible for paint

-AAR will install a Westlake Tile Seal modified self-adhered tile underlayment direct to plywood deck and back nailed to current building code at 12" on center using Simplex 1.25" Metal Cap Nails .

-AAR will seal all flashing on the underside with modified roof cement and fasten to current building code using 1.25" ring shank coil nails at 6" on center.

-AAR will install new 26ga. Galvanized Baked on Finish 3x3 Drip-Edge at all eaves, gables and rakes, fastened to current building code using 1.25" ring shank coil nails at 4" on center.

-AAR will install new 16" wide 26ga. Galvalume Roll Valley Metal in all valleys fastened to current building code using 1.25" ring shank coil nails at 6" on center.

-AAR will install new Galvalume Goose Neck Vents, sealed with modified roof cement and painted to match roof at existing locations.

-AAR will install new Lead Plumbing Flashings, sealed with modified roof cement and painted to match roof at existing locations.

-AAR will install a Newpoint Saxony 900, (White Color Coat) concrete tile roofing system, fastened to current building code using a Polyset foam application.

-AAR will install a Polyglass Elastoflex SA-V self-adhered base sheet direct to plywood sheathing on flat roof.

-AAR will install a Polyglass Polyflex G white granulated modified bitumen, torch applied over base sheet on flat roof.

-AAR will procure roof replacement permit and schedule all inspections.

-AAR will remove all roofing debris on a daily basis and perform a thorough site cleaning upon completion.

-AAR will provide a 10-year Workmanship Warranty and any applicable Manufacturers' Warranties upon final payment.

Quote subtotal	\$38,091.84		
Total	\$38,091.84		

# **TERMS AND CONDITIONS**

### NOTES:

- 1. Any work done beyond the scope of this contract will be invoiced additionally and separately. (Please see Wood & Labor Addendum & Job Overview).
- 2. Please note that any damages determined to be the result of other trades, or incurred after roof final, will be at an additional and separate charge to the contractor/homeowner.
- 3. No verbal promises made by any representative of this company are binding unless contained in the agreement.
- 4. Please note that the price listed above is a "cash" price. If an alternative payment method is selected, additional fees and/or charges of 3.5% will apply. Please discuss payment methods at the time of signing.

### TERMS:

- 1. This proposal becomes a binding contract upon execution by the OWNER and CONTRACTOR, All American Roofing & Coating of Florida, Inc.
- 2. Work will be scheduled once this contract is signed, a Notice of Commencement is filed, and a 30% deposit is received by the CONTRACTOR.
- 3. The OWNER shall make a Progress Payment of 40% of the contract price at the time of completion of Dry-In/Underlayment install.
- 4. Upon completion of Work under this Contract, a final payment of 30% of the contract price is due immediately.
- 5. EXCLUSIONS. This Contract specifically excludes the following, and the Contractor DISCLAIMS ALL LIABILITY THEREFOR:
  - a. Gutters, downspouts, and roof-mounted objects including but not limited to solar panels.
  - b. Concrete, lightweight, steel, wood, or any other form of deck replacement, other than that specifically noted in the Scope of Work.
  - c. Provisions regarding wind mitigation requirements, if required.
  - d. Mechanical / Electrical / Plumbing / AC Stands and Satellite dishes.
  - e. Removal of more than one roof, unless specifically included in the Scope of Work.
  - f. Damage to person or property caused by mold, mildew, fungi, spores, algae, microscopic organisms, hazardous chemicals, biological agents, or allergens.
  - g. If the subject property is exposed to windstorms or hurricanes in excess of the designed wind speed, all warranties provided by the CONTRACTOR, if any, shall be deemed null and void. In addition, if Owner fails to strictly adhere to the payment terms contained in the contract, the warranty shall also be deemed null and void.
  - h. Leaks or other damage caused by:
    - I. Natural disasters including, without limitation, floods, lightning, hurricanes, tropical storms, hail, windstorms, earthquakes, and/or tornados.
    - II. Structural failures such as cracks in decks, driveways, walls, partitions, foundations, windows, stoppage of roof drains or gutters.
    - III. Changes in the original principal usage to which the building is put unless approved in advance in writing.
    - IV. Erection or construction of any additional installation on or through the roof coverings after the date of completion.
    - V. Roof or flashing repairs by others; painting or coating without approval.
    - VI. Acts of God, strikes, riots, war, civil disturbances, fire, vandalism, or other damage beyond the CONTRACTOR'S control.
    - VII. Dry rot, termites, rodents, or other pests.

VIII. Penetration of the roofing from beneath by rising nails.

IX. Failure of Owner to maintain the roof system and/or damage caused by foot traffic.

X. Tapered roof insulation and/or ponding water.

i. Latent manufacturing defects of any roofing or flashing materials that affect their performance.

- j. Damages to the building or its contents, roof insulation, roof deck, or other base over which roofing felt is applied.
- 6. If the CONTRACTOR is delayed at any time in the commencement or progress of the Work by any cause beyond the control of the CONTRACTOR, the CONTRACTOR shall be entitled to an equitable extension of time to commence and/or complete the Work. Examples of causes beyond the control of the CONTRACTOR include but are not limited to the following:
  - a. Transportation delays, labor disputes, fire, terrorism, epidemics, pandemics, adverse weather conditions including but not limited to hurricanes or named tropical storms, concealed or unknown conditions, adverse governmental actions, unavoidable accidents, or circumstances beyond the reasonable control of the CONTRACTOR.
- 7. In the event it is necessary for either party to file any legal action to enforce the terms and conditions of the Contract, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of such action, including any appellate or bankruptcy action associated therewith.
- 8. Venue of any legal action arising out of this Contract shall only be in Florida state court in Martin County, Florida.
- 9. In the event of a dispute between the parties, the parties agree to attend mediation with a Florida Supreme Court Certified Mediator pursuant to Florida Statutes Chapter 44 prior to filing any legal action.

### LATE PAYMENT CLAUSE:

- 1. Late Payment Fee: If payment is not received within 14 days of the completion date as agreed upon in the contract, the customer shall incur a late payment fee of 1.5% of the outstanding balance per month. This fee will apply from the due date until the outstanding balance is settled in full.
- 2. Interest on Late Payments: Additionally, the customer agrees to pay interest on any overdue amounts at a rate of 25% or the maximum rate permitted by law, whichever is lower. Interest shall accrue daily from the due date until the date of payment.
- 3. Collection Costs: The customer shall be responsible for all costs incurred by the roofing company in the collection of overdue payments, including legal fees, court costs, and collection agency fees.
- 4. Right to Suspend Services: In case of late payment, the roofing company reserves the right to suspend any further services until the outstanding balance, including late fees and interest, is paid in full.
- 5. Notification of Late Payment: The roofing company shall provide written notice to the customer of any overdue payments, detailing late fees and accrued interest.
- 6. Waiver: Failure by the roofing company to enforce any provision of this late payment clause shall not constitute a waiver of its right to enforce such provision or any other provision in the future.
- 7. Severability: If any provision of this clause is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

# **AUTHORIZATION**

Westlake Concrete Tile

\$38,091.84

Project: 2023428 Name: Alan Welch Address: 247 Edwards Lane, West Palm Beach, FL

Estimates valid for 15 days from date of receipt / A 30% deposit is required at the time of signing

## **Customer Comments / Notes**

## **My Product Selections**

**Roof Color** 

Alan Welch:	Date:
Mike Ruggeri (Estimator):	Date:
Jesus Vasquez	Date:
(Owner/President):	

By signing this form I agree to and confirm the following: I certify that I am the registered owner of the above project property, or have the legal permission to authorize the work as stated. I agree to pay the total project price and understand that this work will be completed in accordance with industry best practices.



# **AC Enforcement Inc**

13422 77th Place North | West Palm Beach, Florida 33412 5617220294 | haugermako@aol.com

**RECIPIENT:** 

## **Town Of Palm Beach Shores**

247 Edwards Ln. Fl Palm Beach shores, FL 33404

Quote #67	
Sent on	Apr 11, 2024
Total	\$3,000.00

### SERVICE ADDRESS:

Town hall Palm Beach shores, FL 33404

Product/Service	Description	Qty.	Unit Price	Total
Remove and reinstall existing two condensers	<ol> <li>Arrange crane service to remove 3 existing condensers.</li> <li>Disconnect existing condensers, includes disconnecting, high voltage, low-voltage, copper refrigerant lines, and removal of hurricane straps.</li> <li>Prepare condensers for storage, units to be stored on Town of Palm Beach Shores property</li> <li>Upon roofing completion AC Enforcement Inc.will return with prearranged crane to reinstall condensers.</li> <li>Roof stands to be provided and installed by roofing company.</li> </ol>	1	\$3,000.00	\$3,000.00

This quote is valid for the next 30 days, after which values may be subject to change.

Total

\$3,000.00

## **Alan Welch**

From: Sent: To: Subject: AC Enforcement Inc <notification@getjobber.com> Thursday, April 11, 2024 3:46 PM Alan Welch Quote from AC Enforcement Inc - Apr 11, 2024

Report This Email



# Quote

Hi Town Of Palm Beach Shores,

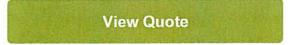
Thank you for asking us to quote on your project.

The quote total is \$3,000.00 as of Apr 11, 2024.

If you have any questions or concerns regarding this quote, please don't hesitate to get in touch with us a

Sincerely,

AC Enforcement Inc



Button not working? Copy and paste this link to your browser address bar: <u>https://clienthub.getjobber.com/client\_hubs/55f5646e-0dd3-4f07-</u><u>s</u> <u>349e9f3a45a8/quotes/31828085.html?auth\_token=eyJhbGciOiJIUzI1NiJ9.eyJidW5rZXJfdXNlcl9pZCI6NzMzNjkzOTAsImRlbGVnYXRlIjpmY</u>

> AC Enforcement Inc 5617220294

## haugermako@aol.com

13422 77th Place North West Palm Beach, Florida 33412

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## O'Neal Jr Roofing Inc. - Lic. CCC1330208

### 12872 Casey Road Loxahatchee, FL 33470 PROPOSAL SUBMITTED TO:

Town of Palm Beach Shores

Ph: 561-656-4945 Fax:561-656-4908 Email: neilonealjrroof@aol.com WORK TO BE PERFORMED:

247 Edwards Drive -Town Hall Building

Alan Welch - Public Works Director Palm Beach Shores, FL 33404

WE PROPOSE TO FURNISH MATERIALS & PERFORM THE LABOR NECESSARY FOR A COMPLETE REROOF OF 1ST STORY SLOPE AND ATTACHED FLAT ROOF ONLY:

## Slope:

Remove existing roof and cart away trash.

Renail existing sheathing to meet the current Florida Building Code.

Install 1 layer of Polyglass Polystick MTS direct to deck.

Install new copper drip edge around perimeter of roof.

Install new copper metal in valleys.

Install 1 layer of Polyglass Polystick TU Plus self adhered underlayment over roof.

Install Newpoint tile Saxony 900 Slate in White.

\*Tile fastened with ICP Adhesives AH-160 foam tile adhesive.

## Flat:

Remove existing roof and cart away trash. Renail existing sheathing to meet the current Florida Building Code. Install 1 layer of CertainTeed GlasBase 75# Base Sheet. Mop on with hot asphalt 1 layer of Certainteed Flintlastic Base 20. Mop on with hot asphalt 1 layer of Certainteed Flintlastic GMS cap sheet.

\*Price includes cost of removal and replacement of wall flashing and stucco work. (painting not included) \*Install new 7" seamless gutters at eaves of the slope roof and matching downspouts.

Price includes up to 3 sheets of plywood and up to 30ft of fascia board.

Any additional wood will be done as specified:\$85.00 per sheet of plywood, \$10.00 per lineal ft. of fascia board, \$8.00 per lineal ft. of 2x4 and \$8.00 per lineal ft of 1x8 or 1x6 decking. If wood replacement is necessary behind screen enclosure, wood replacement will be done on a Time and Material basis @ \$65.00 per hour, per man plus materials. \*O'Neal Jr Roofing is not responsible for stucco work, gutters, curbs, sidewalks, driveways, landscaping, A/C lines, painting or strapping of trusses if necessary.

\*Price does not included any strapping of trusses or engineering if necessary.

\*Existing wall flashing to remain. If wall flashing replaced is necessary there will be an additional charge of \$30.00 per linear ft.(Painting not included)

ALL MATERIALS IS GUARANTEED TO BE AS SPECIFIED AND THE ABOVE WORK TO BE PERFORMED IN ACCORDANCE WITH THE SPECIFICATIONS STATED IN A SUBSTANTIAL WORKMANLIKE MANNER FOR THE SUM OF:

## Forty-Four Thousand Dollars

## \$44,000.00

Payments to be as follows: 50% on commencement and 50% om completion. UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY.

O'NEAL JR ROOFING IS LICENSED AND INSURED AND WILL OBTAIN PERMIT AND INSPECTIONS. O'NEAL JR ROOFING PROVIDES 10 YEAR ON SLOPE AND 5 YEARS ON FLAT WORKMANSHIP WARRANTY EXCLUDING DAMAGE CAUSED BY HURRICANES, TORNADOES AND OTHER NATURAL DISASTERS. RESPECTFULLY: Yul O'Mul

NOTE: This proposal may be withdrawn by us if not accepted within 5 days. All credit card payments are subject to 3% handling fee.

4/18/24

## Alan Welch

From: Sent: To: Subject: Attachments: O'Neal Jr. Roofing <neilonealjrroof@aol.com> Thursday, April 18, 2024 12:50 PM Alan Welch Roof Proposal PB Shores Town hall.pdf

Caution: External (neilonealjrroof@aol.com)

First-Time Sender Details

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Good Afternoon,

Attached is the proposal for the 247 Edwards Drive. If you have any questions, feel free to call the office or reply to this email.

Thank you,

Neil O'Neal Jr. Roofing, Inc. <u>neilonealjrroof@aol.com</u> 561-656-4945 <u>http://www.onealjrroofing.com/</u> CCC1330208 Licensed & Insured

## **TOWN OF PALM BEACH SHORES**

## AGREEMENT FOR BUILDING OFFICIAL, PLAN REVIEW AND INSPECTION SERVICES

This Agreement for Building Official, Plan Review and Inspection Services ("Agreement") is entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2024, by and between the TOWN OF PALM BEACH SHORES, FLORIDA, a municipal corporation, with offices located at 247 Edwards Lane, Palm Beach Shores, Florida 33404, hereinafter referred to as the "Town," and SUNSHINE BUILDING INSPECTION LLC, a Florida limited liability company with offices located at 110 West Palmetto Road, Lake Worth, Florida 33467, hereinafter referred to as the "Contractor."

## WITNESSETH

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

1. <u>SCOPE OF SERVICES:</u> The Contractor shall provide building official, plan review, permitting and inspection services, and certain meeting attendance (Development Review Committee, Planning and Zoning Board, and Town Commission) on an as-needed basis. These services are pursuant to Contractor's Quote dated March 25, 2024, incorporated herein by reference and attached hereto as Exhibit "A". All necessary transportation, tools, and materials will be provided by the Contractor as specified, and all work shall be completed in a good, substantial and workman-like manner in accordance with industry recognized best practices.

2. <u>**TERM; TERMINATION:**</u> This Agreement shall have a term of one (1) year and shall automatically renew for additional one (1) year terms unless and until terminated by either party. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party, via certified mail, for any reason or for convenience.

3. **NOTICE:** Notice, when required herein, shall be considered sufficient when sent by certified mail to the parties at the following addresses:

Town	Contractor
Town of Palm Beach Shores 247 Edwards Lane Palm Beach Shores, Florida 33404 <i>Attn: Town Clerk</i>	Sunshine Building Inspection, LLC
	110 West Palmetto Road
	Lake Worth, Florida 33467
	Attn: Jose Rodriguez, Manager

4. **<u>COMPENSATION:</u>** In consideration for the above Scope of Services, the Town shall pay the Contractor Eighty-Five Dollars (\$85.00) per hour for Building Official Services, Eighty Dollars (\$80.00) per hour for Plan Reviews, Seventy-Five Dollars (\$75.00) per hour for Building Inspections, and Seventy Dollar (\$70.00) per hour for Fire Inspections in accordance with Exhibit "A". On an "as needed" basis, the Town may also request that Contractor provide Floodplain Management (including CRS), Floodplain Management Inspections, Vacation Rentals Management, Vacation Rental Inspections, Structural Inspections for Threshold Buildings, and Clerical services upon which the Town shall pay the Contractor for such services at the hourly rates set forth on Exhibit "A". The Town shall pay the Contractor within thirty (30) days of receipt of an invoice. The hourly rate specified herein shall be reviewed annually in conjunction with any renewal term. Any change to the hourly rate shall require the agreement of both the Town and the Contractor.

5. **INSURANCE:** The Contractor shall provide proof of workman's compensation insurance at the statutory required amounts, and automobile & professional liability insurance in amounts acceptable to the Town but in no event less than \$1,000,000.00 and shall name the Town as an "additional insured" on the liability portion of the insurance policies.

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

7. **PERMITS, CERTIFICATIONS AND LICENSES:** The Contractor shall be solely responsible for obtaining and complying with all necessary permits, certifications, and licensing required for the work to be performed pursuant to the terms of this Agreement from any federal, state, regional, county or Town agency.

8. **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor and not an employee of the Town. The Town and the Contractor agree that this Agreement is not a contract for employment and that no relationship of Employee/Employer or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein provided.

9. **OFFICE OF THE INSPECTOR GENERAL:** Pursuant to Article XII of the Palm Beach County Charter, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews or investigations. All parties doing business with the Town shall fully cooperate with the inspector general in the exercise of the inspector general's functions, authority and power. The inspector general has the power to take sworn statements, require the production of records and to audit, monitor, investigate and inspect the activities of the Town, as well as contractors and lobbyists of the Town in order to detect, deter, prevent and eradicate fraud, waste, mismanagement, misconduct and abuses.

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

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

12. CHOICE OF LAW; VENUE: This Agreement shall be governed and construed in

accordance with the laws of the State of Florida, and venue shall be in Palm Beach County should any dispute arise with regard to same.

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

14. <u>PUBLIC ENTITIES CRIMES:</u> As provided in Section 287.132-133, *Florida Statutes*, by entering into this contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), *Florida Statutes*.

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE TOWN CLERK, RECORDS CUSTODIAN FOR THE TOWN, AT (561) 844-3457, OR AT jgoudreau@pbstownhall.org, OR AT 247 EDWARDS LANE, PALM BEACH SHORES, FLORIDA 33404. 17. **<u>HEADINGS</u>**: The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

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

19. **ENTIRE AGREEMENT:** This six (6) page Agreement constitutes the entire agreement between the parties; no modification shall be made to this Agreement unless such modification is in writing, agreed to by both parties and attached hereto as an addendum to this Agreement.

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

WITNESSES:

## SUNSHINE BUILDING INSPECTION LLC

Jose Rodriguez, Manager

(Corporate Seal)

## TOWN OF PALM BEACH SHORES

ATTEST:

Alan Fiers, Mayor

(Seal)

Jude Goudreau, Town Clerk



March 25, 2024

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

Quote for Private Provider Services		
Description	Fixed Hourly Rate	
Building Official Services	\$85.00	
Plan Reviews	\$80.00	
Building Inspections	\$75.00	
Fire Inspections	\$70.00	
Floodplain Management (including CRS)	\$80.00	
Floodplain Management Inspections	\$80.00	
Vacation Rentals Management	\$80.00	
Vacation Rentals Inspections	\$70.00	
Stormwater Inspections	\$70.00	
Structural Inspections for Threshold Buildings	\$125.00	
Clerical	\$45.00	

Respectfully,

Jose Rodriguez

Jose Rodriguez

MAYOR BRIAN T. FOLEY VICE MAYOR JESSE L. "SAM" CARROLL, JR.

COUNCIL: JAMES M. ALTIERI BOB AUWAERTER MARY ALICE SMITH



TOWN MANAGER JAMES HARPRING

TOWN CLERK JANICE RUTAN

TOWN ATTORNEY PETER J. SWEENEY, JR.

6001 Highway A1A, Indian River Shores, FL 32963 (772) 231-1771

March 22, 2024

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

Mayor Fiers:

I write this letter in support of, and to recommend, Jose Rodriguez for Private Provider Services to the Town of Palm Beach Shores. I have worked closely with Jose for several years and can say without reservation that he is extremely qualified and highly professional. He has provided service to the Town in an exemplary manner. Importantly, Jose understands the unique nature of the Town and can interact with residents, contractors and Town staff in manner that instills great confidence in his services and reflects the highest standards of the Town and Town Council.

I believe personal and professional success demands honesty, hard work, and professionalism. Jose clearly possesses all these qualities. As such, I can recommend Jose, without reservation, for this position.

Sincerely,

James Hayping

James Harpring, JD Town Manager Town of Indian River Shores

## Village of Tequesta Department of Fire-Rescue Services

357 Tequesta Drive Tequesta, FL 33469



561-768-0500 www.tequesta.org

James Trube, Fire Chief

To Whom It May Concern,

I am writing this recommendation for Jose Rodriguez based on his work at the Village of Tequesta. I became a close working associate of Jose's after my promotion to Fire Chief in 2018, he and I served together until his departure in 2023. In that time we have collaborated on many building/fire inspection related issues, often utilizing his code enforcement teams to support fire rescue personnel involved in code enforcement disputes.

After any fire rescue emergency incident involving damage to a structure, Jose would be there to ensure the building was safe for our residents and business owners. In 2022, Mr. Rodriguez was made aware of a possible building safety issue involving a condominium within the Village of Tequesta. He quickly determined that the building was unsafe for occupants and issued an evacuation order. Jose then coordinated with Building Management, Engineers and Contractors, Fire Rescue, and FDEP to ensure the problem was properly mitigated. His decisive action alleviated what could have been a tragedy.

As a department head, Mr. Rodriguez was also involved in hurricane preparedness. His responsibilities included pre and post-storm inspections of all construction sites in the Village, and inspecting all Village of Tequesta properties for damage and habitability. His department was always ahead of the hurricane plan and well prepared.

Additionally, Mr. Rodriguez was an integral part of our Development Review Committee, DRC, which reviews major projects for the Village of Tequesta prior to going to council for approval. His eye for detail, and expertise with building code was appreciated by the entire team.

In closing, Jose has shown himself to be a true professional, and someone who can be counted on to take necessary action when needed. Please do not hesitate to call if you need anything further (561-427-8553).

Sincerely,

gomes P. The

James B. Trube

## March 22, 2024

It is a pleasure to provide this letter of reference for Jose Rodriguez.

During my tenure as mayor of the Village Tequesta, Jose was hired as the Building Director and I had the opportunity to work with him for nearly 10 years. Jose proved to be an invaluable member of the Tequesta team. His work ethic, attention to detail, and professionalism earned him the respect of the residents, staff members, and Village Council.

Jose supervised a staff of 6 and was responsible for all aspects of the building department. He expertly performed the duties of Building Official which ran the gamut from plan review and inspections to floodplain management and code enforcement.

Despite the magnitude of his responsibilities, Jose made time to earn numerous certificates and designations. His dedication to providing excellent service within his department was inspiring. In addition, Jose had the unique ability to be both a team leader and a team player, no small feat as the leader of this important department.

Jose also has a passion for helping non-profit organizations such as Hannah's Home, where he is currently acting as a pro-bono private provider for the campus expansion. It is my good fortune to work with him again as I perform the coordination and oversight of the project.

In summary, the knowledge and talent that Jose Rodriguez brings to an entity make him an excellent choice to provide private provider service. Please contact me if I can provide any additional information.

Sincerely,

Abby Brennan 523 N Dover Rd Tequesta, FL 33469 <u>abby@abbybrennan.net</u> (561) 339-0740

ANNUAL FIRE INSPECTIONS - INSPECTION FEE SCHEDULE				
A. ASSEMBLY:				
50 - 299 occupant load	180.00			
300 -1,000 occupant load	270.00			
1,001 - 5,000 occupant load	360.00			
5,001 and over occupant load	450.00			
B. EDUCATIONAL SCHOOLS OR DAY	CARE:			
0 - 10,000 sq ft	180.00			
10,001 - 20,000 sq ft	270.00			
20,001 - 50,000 sq ft	360.00			
50,001 - 100,000 sq ft	450.00			
C. HEALTH CARE, HOSPITAL, NURSIN	IG HOME, AMBULATORY HEALTH CARE, ETC.			
5,000 sq ft and under	180.00			
5,001 - 15,000 sq ft	270.00			
15,001 - 30,000 sq ft	360.00			
30,001 - 100,000 sq ft	450.00			
D. RESIDENTIAL BOARD AND CARE				
5,000 sq ft and under	180.00			
5,001 - 15,000 sq ft	270.00			
15,001 - 30,000 sq ft	360.00			
30,001 - 100,000 sq ft	450.00			
E. LODGING/ROOMING HOUSES/HOTELS/DORMITORIES				

0 - 16 units	450.00	
17 - 100 units	900.00	
101 - 500 units/rooms	1350.00	
F. MERCANTILE, BUSINESS AND STORAGE		
5,000 sq ft and under	180.00	
5,001 - 15,000 sq ft	270.00	
15,001 - 30,000 sq ft	360.00	
30,001 - 100,000 sq ft	450.00	
G. TEMPORARY STRUCTURES		
All	180.00	
H. COMMERCIAL LP GAS FACILITIES		
All	180.00	
I. OCCUPATIONAL LICENSING INSPECTIONS		
All residential	90	
All commercial	135	

#### ORDINANCE NO. 0-1-24

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, AMENDING THE CODE OF ORDINANCES AT APPENDIX A. ZONING ORDINANCE. TO REVISE THE DEFINITION OF THE TERM "FAMILY" AND AT CHAPTER 18. BUSINESSES, OCCUPATIONS AND PROFESSIONS. TO ADD AN ENTIRELY NEW ARTICLE IV. "VACATION RENTALS." CREATING NEW SECTIONS 18-52 THROUGH 18-58 TO PROVIDE VACATION RENTAL USE REGULATIONS FOR VACATION RENTALS OPERATING WITHIN THE TOWN; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF APPENDIX A AND CHAPTER 18 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, prior to 2011, municipalities in Florida were free to regulate local land use issues under the Home Rule authority granted by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, in 2011, the Florida Legislature enacted Chapter 2011-119, Laws of Florida, preempting the local regulation of a specific land use known as vacation rentals, preventing municipalities from enacting new regulations necessary to address any consequential or negative impacts caused by vacation rentals; and

WHEREAS, in 2014, the Florida Legislature enacted Chapter 2014-71, Laws of Florida, rescinding the complete preemption of the regulation of vacation rentals, and specifically mandating that local laws, ordinances or regulations could not prohibit vacation rentals or regulate the duration or frequency of vacation rentals; and

WHEREAS, Chapter 2014-71, Laws of Florida, returned some local control back to municipalities to mitigate the effects of vacation rentals in an attempt to make them safer and more compatible with existing neighborhood regulations and to hold operators of such properties accountable for their proper operation; and

WHEREAS, the occupants of vacation rentals, due to the transient nature of such occupancy, are unfamiliar with local hurricane evacuation plans, the location of fire extinguishers, exit routes, pool and home safety features, and other similar safety measures that would ordinarily be provided to guests in traditional lodging establishments (i.e., hotels and motels); and

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WHEREAS, when unregulated, there is the potential that occupants of vacation rentals located within established neighborhoods may disturb the quiet enjoyment of the neighborhood and create numerous secondary impacts, including noise, traffic, parking and a greater demand on public services; and

WHEREAS, traditional lodging establishments are typically restricted to commercial and other non-residentially zoned areas where intensity of use is separated from less busy and quieter residential uses; and

WHEREAS, like many other municipalities throughout the State of Florida, the Town of Palm Beach Shores desires to adopt standards both to provide for the safety and welfare of occupants of vacation rentals and to minimize any negative impacts caused by vacation rentals in residential areas, especially established single-family neighborhoods with the Town; and

WHEREAS, the Town of Palm Beach Shores desires vacation rentals that are safe, that conform to the character of the community, that provide positive impacts for tourism, and that do not detract from property values and achieve greater neighborhood compatibility; and

WHEREAS, the Town's enactment of regulations applicable to vacation rentals is necessary to preserve the integrity of residential areas and neighborhoods and corresponding property values, while also protecting the health, safety and welfare of residents, property owners, investors and transient occupants of the Town; and

WHEREAS, the Town's regulations are intended to supplement, not replace, any existing federal or state law or regulation or any existing controls within established residential units served by homeowner or condominium associations; and

WHEREAS, the Town's regulations neither prohibit vacation rentals nor restrict the duration or frequency of vacation rentals; rather they are intended to address life safety and compatibility concerns and the secondary effects of vacation rentals located within residential areas and neighborhoods in conformance with current state law; and

WHEREAS, the Town of Palm Beach Shores has held all required public hearings and has provided public notice in accordance with applicable State statutes and Town ordinances; and

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**WHEREAS**, the Town Commission believes these amendments to the Code of Ordinances are in the best interests of the citizens of the Town of Palm Beach Shores.

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

<u>Section 1:</u> Appendix A. Zoning Ordinance. of the Code of Ordinances of the Town of Palm Beach Shores is hereby amended at Section II. Definitions., Pf. 2.22 to revise the definition of the term "family" relative to transient use and provide internal cross reference to the supplemental regulations for vacation rentals; providing that Pf. 2.22. shall hereafter read as follows:

#### Pf. 2.22. - Family.

A family is one (1) or more persons who are either related or unrelated by blood, marriage or adoption; and who also occupy a single dwelling unit and have chosen to reside as a member of an independent residence. Each "family" as defined herein is subject in all instances to the occupancy restrictions of Article IX of the Town's Building Code set forth at Chapter 14. The term "family" does not include the occupants of a "hotel," "motel," or any other living arrangements within a building or facility which is being utilized for the transient occupancy of its inhabitants or the occupants of a vacation rental registered and operated in accordance with Sections 18-52 through 18-58 of the Town Code.

<u>Section 2:</u> Chapter 18 – Businesses, Occupations and Professions. of the Code of Ordinances of the Town of Palm Beach Shores is hereby amended to add entirely new Article IV. Vacation Rentals. containing entirely new Sections 18-52 through 18-58 to require permits and establish supplemental regulations for vacation rentals operating within the Town; providing that Article IV. shall hereafter read as follows:

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### **ARTICLE IV. – VACATION RENTALS**

#### Sec. 18-52. - Vacation rental defined; permit required.

<u>A vacation rental is a transient public lodging establishment comprised of any unit or</u> group of units in a condominium or cooperative or any individually or collectively owned single-family, two-family, three-family, or four-family house or dwelling unit that is also a transient public lodging establishment but that is not a timeshare project. A transient public lodging establishment is any such unit which is rented out to guests more than three (3) times in a calendar year for periods of less than thirty (30) days or one (1) calendar month, whichever is less, or which is advertised or held out the public as a place regularly rented to guests for periods less than thirty (30) days or one (1) calendar month, whichever is less.

It shall be unlawful for any person or entity to operate a vacation rental within the town, or offer such property for rent as a vacation rental within the town, unless the person or entity has registered such property with the town by obtaining a vacation rental permit in accordance with the requirements of this article. Separate permits are required for each individual vacation rental unit. All vacation rental permits shall be renewed annually and shall be considered delinquent if not renewed by September 30 of each year. Vacation rental permits are separate and distinct requirements in addition to business tax receipts and certificates of use.

#### Sec. 18-53. - Vacation rental permit application.

Every vacation rental owner or operator shall register with the town by submitting to the building department a completed vacation rental permit application in a form promulgated by the town, together with registration and inspection fees in amounts established by resolution of the town commission, which amounts may be amended

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Commented [KD1]: Town definition for vacation rental tracks F.S. 509.013 for definition of "Transient public lodging establishment" and F.S. 509.242 for definition of "Public lodging establishment - vacation rental" as follows:

509.013 "Transient public lodging establishment"- any unit, group of units, dwelling, building, or group of buildings within a single complex of buildings which is rented to guests more than three times in a calendar year for periods of less than 30 days or 1 calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests.

509.242 "Public lodging establishments; classifications"-(1) A public lodging establishment shall be classified as a hotel, motel, non-transient apartment, transient apartment, bed and breakfast inn, timeshare project, or vacation rental if the establishment satisfies the following criteria: (a) Hotel.—A hotel is any public lodging establishment containing sleeping room accommodations for 25 or more guests and providing the services generally provided by a hotel and recognized

as a hotel in the community in which it is situated or by the industry. (b) Motel.—A motel is any public lodging establishment which offers rental units with an exit to the outside of each rental unit, daily or weekly rates, off-street parking for each unit, a central office on the

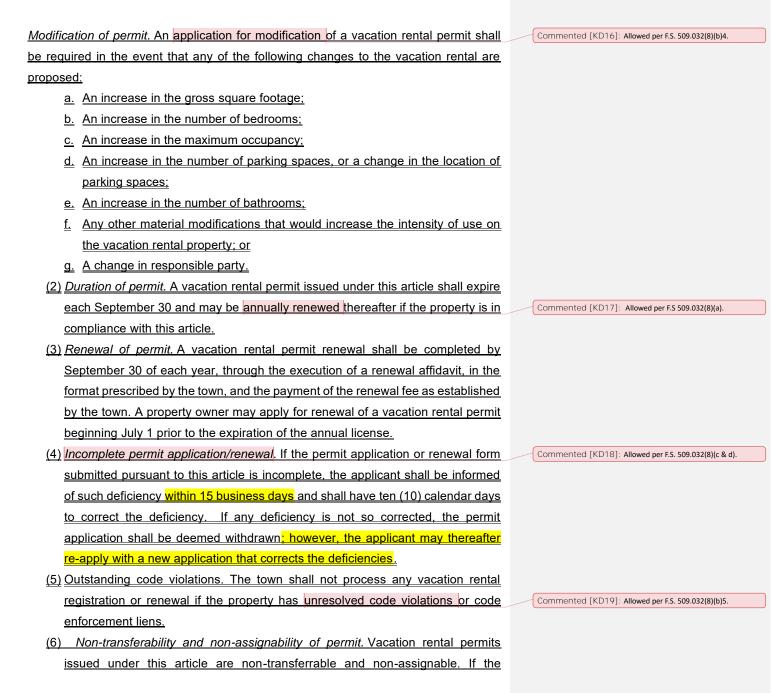
property with specified hours of operation, a bathroom or connecting bathroom for each rental unit, and at least six rental units, and which is recognized as a motel in the community in which it is situated or by the industry. (c) Vacation rental.—A vacation rental is any unit or group of units in

(c) vacation refital.—A vacation refital is any unit or group of units in a condominium or cooperative or any individually or collectively owned single-family, two-family, three-family, or four-family house or dwelling unit that is also a transient public lodging establishment but that is not a timeshare project.

NOTE that "Hotel" is defined separately and distinctly.

Commented [KD2]: Allowed per F.S. 509.032(8). TOWN MUST PREPARE BUSINESS IMPACT ESTIMATE PER F.S. 166.041(4) PRIOR TO IMPLEMENTING. from time to time. A separate permit application form with separate registration and inspection fees shall be required for each vacation rental unit. Commented [KD3]: Allowed per F.S. 509.032(8) (1) Permit application. A complete vacation rental permit application form shall include the following: a. Property card printout from the county property appraiser database; Commented [KD4]: Allowed per F.S. 509.032(8)(b)1. b. Current transient public lodging establishment license issued by the Florida Commented [KD5]: Allowed per F.S. 509.032(8)(b)2. department of business and professional regulation; c. Current certificate of registration with the Florida department of revenue for Commented [KD6]: Allowed per F.S. 509.032(8)(b)3. remittance of applicable state taxes, or proof that payment is arranged through a third party such as an on-line platform; d. Current palm beach county business tax receipt; Commented [KD7]: Allowed per F.S. 509.032(8)(b)3. e. Evidence of the vacation rental's current and active account with the county tax collector for the purpose of collecting and remitting tourist development Commented [KD8]: Allowed per F.S. 509.032(8)(b)3. taxes and any other taxes required by law to be remitted to the county tax collector; f. Total number of sleeping rooms at the vacation rental unit; maximum number Commented [KD9]: Allowed per F.S. 509.032(8)(b)7. NOTE - the occupancy limits conform to Town of guests that can stay overnight at the vacation rental unit at any one time requirements. See. Town Code Sec. 14-266. (maximum occupancy is eight in four or more sleeping rooms); g. Reserved; h. Homeowners or property owners association approval to operate the vacation Commented [KD10]: Allowed per F.S. 509.032(8)(b)1. rental unit, if applicable; i. Floorplan of the vacation rental unit which includes stairways, hallways, Commented [KD11]: Allowed per F.S. 509.032(8)(b)1. bedrooms, exists, and which identifies all fire extinguisher locations; j. Site survey which includes the residential unit, any swimming pools, hot tubs, Commented [KD12]: Allowed per F.S. 509.032(8)(b)1. spas, and fencing; k. A copy of a sample lease agreement; Commented [KD13]: Allowed per F.S. 509.032(8)(b)1. <u>I. A completed vacation rental responsible party designation, in the format</u> Commented [KD14]: Allowed per F.S. 509.032(8)(b)6. prescribed by the town, which includes the information required by section 18-54 of this Code: m. Proof that the vacation rental has satisfied the inspection requirements Commented [KD15]: Allowed per F.S. 509.032(8)(a) and (h). NOTE - permit application fees may only be imposed for inspecontained in section 18-56 of this Code; and related to building and fire codes; Not general code enforcement

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ownership of any vacation rental property is sold or otherwise transferred, the new owner is required to apply for new permits.

- (7) Permit application or renewal fees. The town charges reasonable administrative fees to process a vacation rental permit application or renewal, the amount of which shall be established by resolution of the town commission. Fees are nonrefundable.
- (8) False or misleading information. It shall be unlawful for any person to give false or misleading information in connection with any application for, modification, or renewal of a vacation rental permit as required by this article. Vacation rental permit applications shall be sworn to under penalty of perjury. Any false statements made in an application shall be a basis for the revocation of any permit issued pursuant to such application.

### <u>Sec. 18-54. - Vacation rental responsible party.</u>

Every permitted vacation rental under this article must designate a responsible party to respond to routine inspections as well as non-routine complaints and any other problems related to the operation of the vacation rental. The property owner may serve in this capacity or shall otherwise designate another person 18 years or older to perform the following duties:

- (1) Be available by telephone at the listed phone number 24 hours per day, seven days per week and be capable of handling any issues relating to the operation of the vacation rental:
- (2) If required, be willing and able to return to the vacation rental within 60 minutes following notification from a vacation rental occupant, law enforcement officer, emergency personnel, or the town to address any issues relating to the operation of the vacation rental;
- (3) Maintain for three (3) years a record of all lease/rental agreements for the vacation rental, as well as a record of all guests of the vacation rental. Both of these records shall be available for inspection upon request;

Commented [KD20]: Allowed per F.S. 509.032(8)(a).

Commented [KD21]: Allowed per F.S. Allowed per F.S. 509.032(8)(b)6.

- (4) Receive service of any legal notice on behalf of vacation rental owners or operators for violation of the requirements set forth in this article; and
- (5) Conduct an on-site inspection of the vacation rental at the end of each rental period to ensure continued compliance with the requirements of this article.

### Sec. 18-55. - Vacation rental standards.

No person or entity shall own or operate a vacation rental within the town unless such vacation rental complies with the following standards:

(1) Minimum life/safety requirements.

- a. <u>Swimming pool, spa and hot tub safety. A swimming pool, spa or hot tub shall</u> comply with the current standards of the Residential Swimming Pool Safety <u>Act, as set forth in Chapter 515, *Florida Statutes*.</u>
- b. Smoke and carbon monoxide (CO) detection and notification system. Each vacation rental unit must be outfitted with an operational smoke and carbon monoxide (CO) detection notification system. Every smoke and carbon monoxide (CO) detection notification system must be hard-wired, or have a sealed ten-year battery. A smoke alarm shall be installed in each sleeping room. A carbon monoxide alarm shall be installed outside each sleeping room and adjacent to the garage door. All smoke and carbon monoxide alarms shall be interconnected.
- <u>c.</u> Fire extinguisher. A portable, multi-purpose dry chemical 2A:10B:C fire extinguisher shall be installed, inspected and maintained in accordance with NFPA 10 on each floor/level of the dwelling unit. The extinguisher(s) shall be installed on the wall in an open common area or in an enclosed space with appropriate markings visibly showing the location.
- <u>d.</u> Local telephone service. At least one (1) dedicated telephone with the ability to call 911 shall be available in the main level common area in the vacation rental.
- e. <u>Secondary means of escape.</u> Every sleeping room and living area shall have a secondary means of escape. It shall be a minimum of one (1) doorway or

Commented [KD22]: Allowed per F.S. 509.032(8)(a).

one (1) window directly to the exterior. The window shall have a clear opening compliance with the following:

- 1. Clear width shall be no less than 20 inches:
- 2. Clear height shall be no less than 24 inches;
- 3. Opening shall be no less than 5.7 square feet; and
- 4. Opening shall be no more than 44 inches above the floor.
- (2) Maximum occupancy. Each vacation rental dwelling unit shall comply with Sec. 14-266 " Occupancy Limitations" of the Town's Code of Ordinances, provided however that the maximum number of transient occupants authorized to stay overnight at any vacation rental unit shall be limited to two (2) persons per sleeping room, with a maximum total occupancy of eight (8) individuals in four or more sleeping rooms. The number of sleeping rooms shall be confirmed by onsite inspection by a representative of the town, and
- (3) Solid waste handling and containment. Solid waste and recycling collection services shall be provided pursuant to Chapter 38, of the Town Code of Ordinances. For purposes of this section, a solid waste or recycling container shall not be placed at curbside before the day prior to solid waste pickup, and each solid waste or recycling container shall be removed from curbside before midnight of the day of pickup.
- (4) <u>Designation of responsible party. Each vacation rental owner or operator shall</u> <u>designate a responsible party capable of meeting the duties provided in section</u> <u>18-54.</u>
- (5) Rental or lease agreement requirements.
  - a. There shall be a written or online lease, rental, tenant or other recorded agreement memorializing each vacation rental tenancy between the owner/operator or its responsible party and the occupant(s). The agreement shall, at a minimum, contain the following information:
    - <u>The maximum number of occupants for the unit as specified in subsection</u> (2) above:

Commented [KD23]: NOTE - the occupancy limits conform to Town-wide occupancy code requirements. See. Town Code Sec. 14-266.

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- 2. The number of parking spaces associated with the vacation rental property or dwelling unit, if applicable, and a sketch or photograph showing the location of such spaces:
- 3. <u>The names and ages of all persons who will be occupying the property or</u> <u>unit:</u>
- 4. The dates of such occupancy; and
- 5. <u>A statement that all occupants must evacuate from the vacation rental</u> following any evacuation order issued by local, state or federal authorities.
- <u>b.</u> <u>The town reserves the right to request and receive a copy of any vacation</u> rental lease or rental agreement from the owner/operator or responsible party <u>at any time.</u>
- (6) Vacation rental unit posting requirements.
  - a. <u>The vacation rental unit shall be posted with the following information next to</u> <u>the main entrance door:</u>
    - <u>1.</u> <u>The name, address and telephone number of the vacation rental</u> <u>responsible party:</u>
    - 2. <u>The maximum occupancy permitted;</u>
    - 3. The days and times of solid waste and recycling pick up and a notification that all garbage or trash must be placed in a garbage or trash can or other approved solid waste receptacle and that all recyclables must be placed in approved recyclable containers:
    - 4. The location of the nearest hospital; and
    - 5. The location of designated parking spaces/areas, if applicable.
  - <u>b.</u> There shall also be posted, next to the interior door of each bedroom, a building evacuation map (at least 8 ½ inches by 11 inches).
- (7) Other regulations. Vacation rentals must comply with all other regulations, standards and requirements set forth in the Town Code of Ordinances, including, but not limited to, the requirements of Chapter 6 (alcoholic beverages). Chapter 10 (animals), Chapter 14 (buildings and building regulations), Chapter 42 (nuisances, including noise regulations), Chapter 70 (traffic and

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vehicles), Chapter 74 (utilities), Chapter 78 (vegetation), Chapter 82 (waterways), and Appendix A zoning ordinance.

### Sec. 18-56. - Initial and subsequent compliance inspections of vacation rentals.

- (a) Initial inspection. An initial inspection of the vacation rental by a town code inspector and/or building department personnel, for compliance with this article is required prior to the issuance of a vacation rental permit. If violations are found, all violations must be corrected, and the property or dwelling unit must be re-inspected prior to issuance of the vacation rental permit as provided herein.
- (b) Subsequent inspections. Once a vacation rental permit is issued, a vacation rental must be properly maintained in accordance with the vacation rental standards herein and will be re-inspected annually. For an inspection, all violations must be corrected and re-inspected within thirty (30) calendar days. Failure to correct such inspection deficiencies in the timeframes provided shall result in the suspension of the vacation rental permit until such time as the violations are corrected and re-inspected.
- (c) Inspection appointments. The inspections shall be made by appointment with the vacation rental responsible party. If the inspector has made an appointment with the responsible party to complete an inspection, and the responsible party fails to admit the officer at the scheduled time, the owner shall be charged a "no show" fee in an amount established by resolution of the town commission to cover the inspection expense incurred by the town.
- (d) Notice of failure of inspections. If the inspector(s) is denied admittance by the vacation rental responsible party or if the inspector fails in at least three (3) attempts to complete an initial or subsequent inspection of the rental unit, the inspector(s) shall provide notice of failure of inspection to the owner to the address shown on the existing vacation rental application or permit.
  - (1) For an initial inspection, the notice of failure of inspection results in the vacation rental permit not being issued; the vacation rental is not permitted to operate without a valid permit.

Commented [KD24]: Allowed per F.S. 509.032(8)(a).

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(2) For a subsequent inspection, the notice of failure of inspection is considered a violation and is subject to enforcement remedies as provided herein.

### Sec. 18-57. - Prohibitions; evidence of unlawful vacation rental operation.

- (a) It shall be unlawful for any person or entity to rent, lease, advertise or hold out for rent any property or dwelling unit for vacation rental use without a vacation rental permit, or pending application under section 18-53.
- (b) Prima facie evidence of vacation rental uses of a property or dwelling unit shall include:
  - (1) Registration or licensing for short-term rental or transient rental use by the state under F.S. Chapters 212 (Florida Tax and Revenue Act) and 509 (Public Lodging and Food Service Establishments):
  - (2) Advertising, listing, posting, or otherwise holding out a property or dwelling unit for vacation rental use on the internet or other mass communication medium;
  - (3) Reservations, booking arrangements or more than one signed lease, sublease, assignment, or any other occupancy or agreement for compensation, trade, or other legal consideration addressing or overlapping any period of 30 days or less; or
  - (4) The use of an agent or other third person to make reservations or booking arrangements.
- (c) Nothing set forth herein precludes the town from presenting other forms of evidence of unlawful vacation rental use or operation.

# <u>Sec. 18-58.</u> - Administration of vacation rental permits; criteria for denial, suspension, cancellation, or revocation of permits; appeals; enforcement.

(a) Issuance or denial by the town upon application. The town may either approve a vacation rental permit application/renewal or deny such application/renewal in conjunction with the issuance of a notice of denial upon a finding that one or more of the criteria at subsections (b)(1)—(5) of this section are not met. In addition, the

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Commented [KD25]: Allowed per F.S. 509.032(8).

town may, upon approval of a vacation rental permit application/renewal, impose reasonable conditions of operation as may be necessary to protect the public health, safety and welfare.

- (b) Specific criteria which may result in the denial, suspension, or revocation of a vacation rental permit by the town or special magistrate. A vacation rental permit may be denied, suspended, or revoked by the town, or suspended or revoked by the special magistrate, as further provided herein, when it is determined that:
  - (1) A property owner or vacation rental permit applicant (owner/applicant) has misrepresented or failed to disclose material facts or information which is required to be included in the vacation rental permit application and any other application required by the town, the county or the state;
  - (2) The same or substantially similar vacation rental activity on the subject property during the preceding 12-month period, has been conducted in such a manner as to have violated the town's Code of Ordinances which regulates the use or operation of the vacation rental premises and/or one of the following determinations is made:
    - a. The activity has become a public nuisance as set forth in town code;
    - b. The activity constitutes a public nuisance at common law;
    - <u>c.</u> <u>The activity violates the town's regulations as set forth in Chapter 6, alcoholic</u> <u>beverages:</u>
    - d. The activity is manifestly injurious to the public morals; or
    - <u>The vacation rental has been operated in such a manner as to injure the</u> <u>health, safety, or welfare or to disturb the quiet enjoyment of the citizens in</u> <u>the nearby vicinity.</u>

This criterion shall not apply if the vacation rental permit application/renewal is in conjunction with new ownership of the subject property. "New ownership" for this purpose requires an actual change in the individuals who have ownership interests in the subject property. The mere re-structuring of corporate holding companies or other transfers deemed to be illusory in nature shall not be considered "new ownership."

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- (3) The issuance or renewal of the vacation rental permit was contingent upon the owner's/applicant's compliance with specific provisions of the town's, the county's or the state's laws and the owner/applicant has not satisfied or has violated such conditions, to include but not limited to, specific conditions of approval imposed through development orders issued by the town;
- (4) An owner/applicant has violated any provision of this article and has failed or refused to cease or correct the violation at the subject property after having been notified to do so by the town or by an order of the special magistrate; or
- (5) <u>The premises have been condemned by the local health authority or by the town</u> <u>building official and/or fire marshal for failure to meet state and local standards.</u>
- (c) Appeals.
  - (1) Any owner/applicant aggrieved by a town decision regarding denial of a vacation rental permit application/renewal may file an appeal by requesting a hearing before the code enforcement special magistrate. The hearing request must be in writing and filed with the town attorney within ten (10) calendar days of receipt of the decision complained of. The hearing request must also specify the decision and the principal grievance of the owner/applicant. The town shall then provide such applicant/owner notice of a hearing before the special magistrate pursuant to Section 2-75 of the Town Code of Ordinances.
  - (2) Hearing procedures shall be as prescribed in Chapter 2, Article III, Division 2 of the Town Code of Ordinances. The special magistrate's findings and order shall constitute the final administrative action of the town for purposes of judicial review under state law.
  - (3) If the owner/applicant fails to seek timely appellate review of an order of the special magistrate under this subsection and continues to operate the vacation rental premises in violation of the order and/or this article, the town may pursue any and all enforcement procedures necessary, including abatement of the violation. Any costs for enforcement or abatement action shall be placed as a lien against the owner/applicant's real and personal property.
- (d) Enforcement procedures, generally.

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- (1) First-time violations. Upon determination by the town that a vacation rental is being operated in a manner consistent with a first-time violation of this article, the town shall notify the property owner and/or vacation rental permit-holder of the nature of such violation pursuant to Section 2-75 of the Town Code of Ordinances. Likewise, notice of a hearing before the special magistrate, if needed, shall be provided to the property owner and/or permit-holder pursuant to Section 2-75 of the Town Code of Ordinances. The conduct for such hearing shall be as prescribed in Chapter 2, Article III, Division 2 of the Town Code of Ordinances. In addition to any other enforcement authority provided by law, the special magistrate may authorize suspension or revocation of a vacation rental permit upon a finding of one or more of the criteria set forth in subsections (b)(1)—(5) above. The special magistrate's findings and order shall constitute the final administrative action of the town for purposes of judicial review under state law. The terms and conditions for any suspension or revocation of a vacation rental permit shall also conform with Sec. 509.032(8), *Florida Statutes*.
- (2) Subsequent violations. Upon determination by the town that a vacation rental property owner and/or permit-holder has committed a second or subsequent violation of the provisions of this article, the town may immediately suspend or revoke the vacation rental permit at issue. The town's immediate suspension or revocation of a vacation rental permit as provided herein shall be based upon a finding of one or more of the criteria set forth in subsections (b)(1)—(5) above. The terms and conditions for any suspension or revocation of a vacation rental permit shall also conform with Sec. 509.032(8). Florida Statutes.
- (3) Enforcement; abatement. If vacation rental property owner and/or permit-holder fails to seek timely appellate review of an order of the special magistrate under this subsection and fails to comply timely with such order, the town may pursue any and all enforcement procedures necessary, including abatement of the violation. Any costs for enforcement or abatement action shall be placed as a lien against the owner/applicant's real and personal property. The terms and conditions for any suspension or revocation of a vacation rental permit shall also conform with Sec. 509.032(8), Florida Statutes.

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- (4) Fees or taxes. No fees or taxes shall be refunded if a vacation rental permit is suspended, revoked, or cancelled pursuant to this section.
- (5) Additional remedies. Nothing contained herein shall prevent the town from seeking all other available remedies which may include, but not be limited to, injunctive relief, liens and other civil and criminal penalties as provided by law, as well as referral to other enforcing agencies.

<u>Section 3:</u> Each and every other Section of Appendix. A. Zoning Ordinance. and Chapter 18. Businesses, Occupations and Professions. 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 passage.

FIRST READING this \_\_\_\_\_ day of February, 2024. SECOND AND FINAL READING this day of March, 2024.

### TOWN OF PALM BEACH SHORES

Alan Fiers, Mayor

ATTEST:

Jude Goudreau, Town Clerk

(Seal)

Approved as to form and legal sufficiency.

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Keith Davis, Town Attorney

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### **ORDINANCE NO. 0-7-23**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, AMENDING APPENDIX A – ZONING ORDINANCE., SECTION IX – WALLS, FENCES AND HEDGES. AT PF. 9.2. – LIMITATIONS. TO ESTABLISH A MAXIMUM RETAINING WALL HEIGHT AND REVISE THE POINT OF MEASUREMENT FOR MEASURING FENCES WHERE UNEVEN GRADES EXIST AT THE COMMON PROPERTY LINE; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Town Code does not adequately contemplate recent updates to the Federal Emergency Management Agency's ("FEMA's") requirements for finished floor elevations and how this impacts the grade elevation of a property in relation to the adjacent parcels; and

WHEREAS, this increase in required grade elevation and finished floor elevation of a structure, particularly on those parcels located in the AE Flood Zone, creates the potential for mismatched grades at the common property line between parcels within the Town; and

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

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

**Section 1:** Appendix A. – Zoning Ordinance of the Code of Ordinances of the Town of Palm Beach Shores is hereby amended at Section IX. Walls, Fences and Hedges., Pf. 9.2. Limitations. to establish a maximum retaining wall height and revise the point of measurement for measuring fences where uneven grades exist at the common property line; providing that Pf. 9.2. shall hereafter read as follows:

### Pf. 9.2. – Limitations

(a) *Generally*. Unless otherwise provided herein, walls, fences and hedges shall conform to the following general requirements.

- 1. Walls and fences may be placed on private property as near the lot lines of the property as can be reasonably accommodated.
  - a. When located behind the front building line (also known as the front setback), walls and fences may be a maximum of six (6) feet in height measured from the grade.

[Subsections (b) through (d) to remain in full force as adopted.] [Subsection (2) to remain in full force as adopted.]

3. Inconsistent grades. If the grade elevation at the lot line of the abutting lot-is <u>does</u> not a reasonable-match to the grade elevation at which the wall, fence or hedge is to be placed, the height of the wall, fence or hedge shall be measured from the <u>higher lower</u> of the conflicting grade elevations. If a retaining wall is installed at the adjoining lot line it shall be a maximum of three (3) feet in height measured from the lower of the conflicting grade elevations and placed to the rear of the front setback line. Fences or fencing affixed to or atop of or immediately abutting a retaining wall shall be a maximum of six (6) feet in height. If a retaining wall is installed at the adjoining to be a maximum of three, drainage shall be accommodated on-site and shall not discharge to adjacent properties.

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

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

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

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

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

FIRST READING this \_\_\_\_\_ day of March, 2024.

SECOND AND FINAL READING this \_\_\_\_\_ day of April, 2024.

## 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

### TOWN OF PALM BEACH SHORES MONTHLY FINANCIAL REPORT

# *Note:* Budget Amount for FY2024 is presented WITHOUT the Roads Project (\$1.568M). This allows for a better comparison year to year. A separate report is presented for the Roads Project.

		CASH &	REVENUE								
	IN	VESTMENTS		BUDGET		CURRENT		EAR TO DATE	% OF BUDGET		
9/30/2023	\$	4,633,467	\$	6,440,798	\$	317,965	\$	6,553,501	102%		
10/31/2023	\$	4,198,106	\$	6,568,200	\$	87,670	\$	87,670	1%		
11/30/2023	\$	5,973,344	\$	6,878,777	\$	2,422,432	\$	2,510,102	36%		
12/31/2023	\$	6,394,594	\$	6,878,777	\$	1,626,467	\$	4,136,569	60%		
1/31/2024	\$	5,635,979	\$	6,878,777	\$	236,081	\$	4,372,650	64%		
2/28/2024	\$	5,289,688	\$	6,878,777	\$	778,621	\$	5,151,271	75%		
3/31/2024	\$	5,001,909	\$	6,878,777	\$	288,462	\$	5,439,733	79%		
3/31/2023	\$	5,820,230	\$	5,609,398	\$	377,307	\$	4,639,070	83%		
4/30/2024	\$	-	\$	-	\$	-	\$	-			
5/31/2024	\$	-	\$	-	\$	-	\$	-			
6/30/2024	\$	-	\$	-	\$	-	\$	-			
7/31/2024	\$	-	\$	-	\$	-	\$	-			
8/31/2024	\$	-	\$	-	\$	-	\$	-			
9/30/2024	\$	-	\$	-	\$	-	\$	-			

						EXPEND	IT	U R E S			
	BUDGET		DI	SBURSEMENTS	ACCRUALS			CURRENT EXP	Y	EAR TO DATE	% OF BUDGET
9/30/2023	\$	6,440,798	\$	263,932	\$	162,143	\$	426,075	\$	6,117,634	95%
10/31/2023	\$	6,568,200	\$	586,856	\$	99,347	\$	686,203	\$	686,203	10%
11/30/2023	\$	6,878,777	\$	453,654	\$	42,526	\$	496,180	\$	1,182,383	17%
12/31/2023	\$	6,878,777	\$	1,183,083	\$	(1,216)	\$	1,181,867	\$	2,364,250	34%
1/31/2024	\$	6,878,777	\$	982,804	\$	317,468	\$	1,300,272	\$	2,349,639	34%
2/28/2024	\$	6,878,777	\$	1,115,329	\$	(288,988)	\$	826,341	\$	3,005,436	44%
3/31/2024	\$	6,878,777	\$	586,856	\$	(631)	\$	586,225	\$	3,591,661	<b>52%</b>
3/31/2023	\$	6,033,030	\$	647,223	\$	(148,090)	\$	499,133	\$	3,051,551	51%
4/30/2024	\$	-	\$	-	\$	-	\$	-	\$	-	
5/31/2024	\$	-	\$	-	\$	-	\$	-	\$	-	
6/30/2024	\$	-	\$	-	\$	-	\$	-	\$	-	
7/31/2024	\$	-	\$	-	\$	-	\$	-	\$	-	
8/31/2024	\$	-	\$	-	\$	-	\$	-	\$	-	
9/30/2024	\$	-									

Budget Amendment #1 was approved at the November Commission meeting.

Budget including Amendment #1	\$8,447,289
Capital - Roads	(\$1,568,512)
Budget without Roads	\$6,878,777

Town of Palm Beach Shores
Disbursements - March 2024

heck #	Type C	Date 3/7/2024	Vendor 1055	Name all-Pro Plumbing Drain Cleaning, Inc.	Amount Ş	585.
5247	c				\$ \$	
5248	c	3/7/2024 3/7/2024	1013	Amelia Ostrosky	\$ \$	500. 171
5249 5250	c	3/7/2024	1013		\$ \$	171. 138.
5250	С	3/7/2024		City of Riviera Beach Water	\$	3,246.
5252	c	3/7/2024		Comcast	\$	3,240.
5252	c	3/7/2024		Darlene Hopper	\$	369.
5255	c	3/7/2024		Davis & Associates, P.A.	\$	13,306.
5255	c	3/7/2024		Dilo Fire Sprinkler, Inc.	Ş	1,290
5255	c	3/7/2024		Diversified Building Department Management	\$	10,048
5257	c	3/7/2024		FL Municipal Insurance Trust	\$	54,071
5258	c	3/7/2024		Foliage Concepts of Florida Inc.	Ş	9,052
5259	c	3/7/2024		Gunster	Ş	690
5260	c	3/7/2024		Home Depot Credit Svcs	Ş	983
5261	c	3/7/2024		Image Janitorial Services, Inc.	Ş	2,618
5262	c	3/7/2024		Jill Keating	\$	2,010
5263	c	3/7/2024		Jude M. Goudreau	Ş	240
5264	c	3/7/2024		Jupiter Environmental Laboratories, Inc.	\$	610
5265	C	3/7/2024		Nelson Lopez	\$	26
5266	c	3/7/2024		Mac Enterprises of NPB, Inc.	\$	1,413
5267	c	3/7/2024		Manno's Public Safety Supply	Ş	152
5268	c	3/7/2024		Medallion Sporting Goods	\$	50
5269	c	3/7/2024		Meyers Turf LLC	\$	99
5270	c	3/7/2024		Palm Beach Shores Volunteer Fire Dept. Inc.	\$	8,318
5270	c	3/7/2024		Phillips & Jordan Inc	\$	19,752
5272	c	3/7/2024		Quadient Finance USA , Inc	ş	200
5272	c	3/7/2024		Sailfish Marina	\$	5,597
5273 5274	c	3/7/2024		Sandi Lue	\$	5,597
5274	c	3/7/2024		Santander Bank,NA	\$	23,659
5275	c	3/7/2024		Sarah Parker	\$ \$	23,655
5276	c	3/7/2024		Schmidt Nichols	\$ \$	2,793
	c	3/7/2024		Shred-It, c/o Stericycle, Inc.	\$	128
5278 5279	С	3/7/2024		South Central Planning & Development Commission	\$	260
	c	3/7/2024		Steven Smith	\$	500
5280	С	3/7/2024		Susan Surgalski	\$	40
5281	c	3/7/2024		IPS Integrated Power Service	ş	135
5282	c			Toshiba Business Solutions	\$ \$	
5283		3/7/2024				252
5284	С	3/7/2024		Verizon Wireless	\$	15 000
5285	С	3/7/2024		Waste Management	\$	15,900
5286	С	3/7/2024		Wynn & Sons Environmental Construction Co. Inc	\$	40,710
5287	С	3/7/2024		Zach's Dive Service	\$	970
5288	С	3/7/2024		Zimmerman Tree Service	\$	833
5289	С	3/14/2024		AT&T Mobility	\$	34
5290	С	3/14/2024		End of the Line, Inc.	\$	127
5291	С	3/14/2024		Engenuity Group	\$	1,307
5292	С	3/14/2024		Foster Marine Contractors, Inc	\$	22,800
5293	С	3/14/2024		FL Public Utilities	\$	240
5294	С	3/14/2024		Gray /Robinson Attorney	\$	28,612
5295	С	3/14/2024		Keehn Emergency Medical Services, Inc	\$	3,000
5296	С	3/14/2024		Lake Park Auto & Fleet Repair	\$	133
5297	С	3/14/2024		LocaliQ	\$	621
5298	С	3/14/2024		Nelson Lopez	\$	25
5299	С	3/14/2024		Municipal Emergency Services	\$	19,499
5300	С	3/14/2024		Palm Beach County Sheriff's Office	\$	145,730
5301	C	3/14/2024		Palm Coast Pest Control, Inc.	\$	600
5302	С	3/14/2024		Rich Bright	\$	500
5303	С	3/14/2024		Simmons & White, Inc.	\$	4,315
5305	С	3/14/2024		Torcivia, Donlon, Goddeau & Rubin, P.A.	\$	136
5306	С	3/22/2024		Bus One LLC	\$	90
5307	С	3/22/2024		Concentra Occupation Health Centers of South FL	\$	168
5308	С	3/22/2024		FL Power & Light	\$	2,87
5309	С	3/22/2024		Image Janitorial Services, Inc.	\$	1,375
5310	С	3/22/2024		Orlando Rodriguez	\$	48
5311	С	3/22/2024		Performance NAPA	\$	75
5312	C	3/22/2024		AT&T	\$	876
5313	С	3/22/2024		Toshiba Business Solutions	\$	254
5314	С	3/22/2024		SOFLOTURF	\$	4,000
5315	С	3/28/2024		All Out Advertising, Inc.	\$	202
5316	С	3/28/2024		Alphagraphics of the Palm Beaches	\$	265
5317	С	3/28/2024	1004	CAP Government Inc	\$	2,10
5318	С	3/28/2024		Concentra Occupation Health Centers of South FL	\$	508
5319	С	3/28/2024	904	Fire Chief's Association of Palm Beach County, Inc	\$	100
5320	С	3/28/2024		Foliage Concepts of Florida Inc.	\$	9,052
5321	С	3/28/2024	90	Hulett Environmental Services	\$	29
5322	С	3/28/2024	910	Lake Park Auto & Fleet Repair	\$	882
5323	С	3/28/2024	196	Performance NAPA	\$	652
5324	С	3/28/2024	30	Poly Systems Company	\$	1,800
5325	С	3/28/2024		Sherwin-Williams	\$	878
5326	С	3/28/2024		Shoreline Pest Control	\$	93
5327	C	3/28/2024	494	Signs by Tomorrow	\$	1,732
5328	c	3/28/2024		U.S. Flagpole, Inc.	\$	1,975
5329	c	3/28/2024		Waste Management	Ş	3,456
5330	c	3/28/2024		Wright National Flood Insurance Co.	ş	453
5331	c	3/28/2024		Wright National Flood Insurance Co.	ş	3,190
	c	3/28/2024		Wright National Flood Insurance Co.	\$	3,901
5332	E			Essential Net Solutions		
S		3/20/2024			\$	1,667
S	E	3/18/2024	172		\$	15,130
ardian	E	3/20/2024		Guardian	\$	664
	E	3/13/2024	5	Aflac	\$	725
lac wes	E	3/26/2024		Lowes	\$	7

isbursements - N	March 202	4				
The Standard nsurance	E	3/19/2024	586	5 The Standard Insurance Company	\$	787.67
Fruist Bank	E	3/29/2024	978	3 Truist Bank	\$	4,479.79
WEX BANK	E	3/26/2024	13:	1 WEX BANK	\$	362.28
ADP, LLC	E	3/7/2024	697	ADP, LLC	\$	276.30
ADP Taxes	E	3/7/2024	697	ADP Taxes	\$	8,246.71
ADP Taxes	E	3/21/2024	697	ADP Taxes	\$	8,790.90
ADP Wages	E	3/7/2024	697	ADP Wages	\$	27,420.57
ADP Wages	E	3/21/2024	697	ADP Wages	\$	28,430.15
					Ş	586,855.79

General Fund	\$	586,855.79
Underground Utilities Fund		
Total	ş	586,855.79

### Town of Palm Beach Shores Budget Summary Report March 2024

						٨	Λαι	rch Benchmark	50.0%
		BUDGET			YTD		Fa	vorable(Unfav)	%
REVENUE									
Revenue (withourt appr'd F/B)	\$	6,587,394.00		\$	5,439,732.99		\$	(1,147,661.01)	82.6%
Appropriated Fund Balance		1,859,895.00			-			(1,859,895.00)	0.0%
TOTAL REVENUE	\$	8,447,289.00		\$	5,439,732.99		\$	(3,007,556.01)	64.4%
EXPENDITURES BY DEPARTME	IN٦	r %	of tot	al	%	of to	al		
Administration	\$	659,833.00	8%	\$	209,694.37	4%	\$	450,138.63	31.8%
Legal		346,000.00	4%		245,739.38	5%		100,260.62	71.0%
Public Works		384,613.00	5%		182,092.77	4%		202,520.23	47.3%
Police		1,772,719.00	21%		1,033,334.82	20%		739,384.18	58.3%
Fine		006 417 00	100/			00/		422 052 10	47 40/

Public Works	384,613.00	5%	182,092.77	4%	202,520.23	47.3%
Police	1,772,719.00	21%	1,033,334.82	20%	739,384.18	58.3%
Fire	806,417.00	10%	382,563.84	8%	423,853.16	47.4%
Building	266,112.00	3%	159,244.39	3%	106,867.61	59.8%
Emergency Disaster	-	0%	33,618.36	1%	(33,618.36)	0.0%
Solid Waste	253,101.00	3%	111,662.72	2%	141,438.28	44.1%
Legislative	20,463.00	0%	8,328.99	0%	12,134.01	40.7%
Streets/Storm Drains	29,930.00	0%	10,926.66	0%	19,003.34	36.5%
Parks	175,802.00	2%	75,994.11	1%	99,807.89	43.2%
Beach	111,635.00	1%	54,013.46	1%	57,621.54	48.4%
Lift Stations/Sewer Service	42,820.00	1%	33,109.49	1%	9,710.51	77.3%
Contingencies	85,000.00	1%	-	0%	85,000.00	0.0%
Debt Service	495,855.00	6%	247,927.29	5%	247,927.71	50.0%
Emergency Medical Services	750,000.00	9%	375,000.00	7%	375,000.00	50.0%
Community Center	79,600.00	1%	36,362.22	1%	43,237.78	45.7%
Risk Management	170,000.00	2%	144,018.00	3%	25,982.00	84.7%
Capital	428,877.00	5%	206,013.47	4%	222,863.53	48.0%
Capital - Roads Project	1,568,512.00	19%	1,526,944.75	30%	41,567.25	97.3%
TOTAL EXPENDITURES	\$ 8,447,289.00		\$ 5,076,589.09		\$ 3,329,132.66	60.1%

CHANGE IN FUND BALANCE	-	363,143.90	321,576.65
CHANGE IN FOND DALANCE		303,143.30	321,370.03

Note:

Budget amendment #1 has been incorporated (FY2023 capital carry fwd)

### Explanation of Variances:

Legal - Dish & Inlet litigation Emergency Disaster - Inlet Park unnamed storm clean up - Phillips & Jordan Police - timing, PBSO is paid in advance. Bld - additional costs related to fire inspections Lift Stn/Sewer - Lake Dr sewer lateral repair \$25K Debt Service - one of two payments - Underground Utility EMS - service period to Mar 2024 Risk Mgmt - 3rd of 4 instalments on general liability & flood insurance Capital - includes Community Center kitchen reno

### Town of Palm Beach Shores Revenue Detail March 2024

						March Benchmark	50.0%
REVENUE	BUDGET			YTD		Favorable(Unfav)	%
Revenue Per Budget Line	%	of to	tal	9	6 of tot	al	
Property Taxes (Ad Valorem)	\$ 4,980,800.00	76%	\$	4,620,863.49	85%	(359,936.51)	92.8%
Total Local Option Gas Taxes	42,217.00	1%		16,575.31	0%	(25,641.69)	39.3%
Discretionary Sales Tax (PBC)	129,633.00	2%		55,882.79	1%	(73,750.21)	43.1%
Utility Taxes (FPL - Electric, Water, Gas)	365,000.00	6%		170,495.76	3%	(194,504.24)	46.7%
Communications Taxes - State	74,061.00	1%		29,212.15	1%	(44,848.85)	39.4%
Licenses & Permits	237,000.00	4%		115,958.59	2%	(121,041.41)	48.9%
Franchise Fees (FPL, WM)	257,300.00	4%		132,724.15	2%	(124,575.85)	51.6%
Other Permit Fees (Inspec, Reinspec, S. Permits)	15,000.00	0%		30,971.59	1%	15,971.59	206.5%
Grants	-	0%		10,237.08	0%	10,237.08	1012.0%
Shared Revenue - State (1/2 Cent Sales Tax)	174,157.00	3%		78,338.78	1%	(95,818.22)	45.0%
Shared Revenue Local (PBC Business Tax)	6,000.00	0%		2,035.44	0%	(3,964.56)	33.9%
Services (Sewer Maint, Beach Permits, Land Dev)	135,526.00	2%		28,058.52	1%	(107,467.48)	20.7%
Fines	1,500.00	0%		4,789.66	0%	3,289.66	319.3%
Interest	164,200.00	2%		122,555.20	2%	(41,644.80)	74.6%
Sale of Surplus Equipment	-	0%		2,000.00	0%	2,000.00	0.0%
Donations	-	0%		3,766.00	0%	3,766.00	0.0%
Miscellaneous	 5,000.00	0%		15,268.48	0%	10,268.48	305.4%
TOTAL REVENUE (without appr'd F/B)	\$ 6,587,394.00		\$	5,439,732.99		\$ (1,147,661.01)	82.6%

Explanation of Variances:

Grants - FEMA reimbursement re Hurrican Nicole

Fines - related to permits

Other Permit Fee - admin fee & permit reactivation fee \$13,000.

Sewer Service - billed annual in April

Surplus Equipment - Sale of CC freezer proceeds \$1,000.

-Sale of PW utility trailer proceeds \$1,000.

Donations - St Patrick's Day

Misc - Insurance reimbursement of 3 damaged light poles \$14K

### Town of Palm Beach Shores Capital Roads Project FY2024

Description	Ori	ginal Budget	Expenditures s at 03/31/24
Streets Assessment Report	\$	10,000	\$ 37,815.50
Streets Engineering Survey	\$	50,000	\$ 50,243.00
Submittal Analysis - Engenuity	\$	10,000	\$ 4,736.50
Construction Supervision - Engenuity	\$	30,000	\$ 29,819.00
Milling/Repaving/Restriping/Curbs	\$	1,560,000	\$ 1,495,818.75
Total	\$	1,660,000	\$ 1,618,432.75

includes FY2023 expenditure of \$91,488

	Electric FPL	<b>Water</b> Riviera Beach	<b>Gas</b> FPU	Total
	FPL	Rivieru Beuch	FPU	
Oct-23	26,512.21	10,096.09	2,340.07	38,948.37
Nov-23	20,237.15	8,761.46	2,819.40	31,818.01
Dec-23	22,517.53	9,268.42	16,894.03	48,679.98
Jan-24	19,658.02	9,686.15	3,832.39	33,176.56
Feb-24	103,229.20	37,813.12	29,545.44	170,587.76
Mar-24				-
Apr-24				-
May-24				-
Jun-24				-
Jul-24				-
Aug-24				-
Sep-24				-
YTD Total	192,154.11	75,625.24	55,431.33	323,210.68
Budget FY2024	230,000.00	105,000.00	30,000.00	365,000.00
% budget	84%	72%	185%	89%

### 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
Accumulated (unspent) Discretionary Sales Tax as of 9/30/22	\$ 507,824.92
Accumulated (unspent) Discretionary Sales Tax as of 9/30/23	\$ 623,218.00

Current Year Receipts:

Date of Receipt	Period	_	
11/28/2023	October 2023	\$	13,064.43
12/23/2023	November 2023	\$	8,627.16
1/27/2024	December 2023	\$	9,213.23
2/3/2024	Quarterly adjustment 12/23	\$	5,163.40
2/27/2024	January 2024	\$	10,593.08
3/31/2024	February 2024	\$	9,221.49
4/30/2024	March 2024	\$	-
5/31/2024	April 2024	\$	-
6/30/2024	May 2024	\$	-
7/31/2024	June 20234	\$	-
8/31/2024	July 2024	\$	-
9/31/2024	August 2024	\$	-
11/6/2024	September 2024	\$	-

Total current year receipts	\$	55,882.79
Current Vear Expenditures		
Current Year Expenditures:	Ś	-
Accumulated (unspent) Discretionary Sales Tax as of 2/29/24	\$	679,100.79

### Town of Palm Beach Shores Building Department

		Building	Building			Net	Cumulative		
	ŀ	Permits	De	partment		Building	Net Bldg		
10/31/2023	\$	15,826	\$	10,769	\$	5 <i>,</i> 057	\$	5,057	
11/30/2023	\$	15,088	\$	26,169	\$	(11,081)	\$	(6 <i>,</i> 024)	
12/31/2023	\$	1,677	\$	28,361	\$	(26,684)	\$	(32,708)	
1/31/2024	\$	20,354	\$	39,249	\$	(18,895)	\$	(51,603)	
2/28/2024	\$	10,679	\$	24,986	\$	(14,307)	\$	(65,910)	
3/31/2024	\$	43,260	\$	29,710	\$	13,550	\$	(52,360)	
4/30/2024					\$	-	\$	(52,360)	
5/31/2024					\$	-	\$	(52,360)	
6/30/2024					\$	-	\$	(52,360)	
7/31/2024					\$	-	\$	(52,360)	
8/31/2024					\$	-	\$	(52,360)	
9/30/2024						-	\$	(52,360)	
	\$	106,884	\$	159,244	\$	(52,360)			

Other related revenues:

Bldg Permit State Surcharge	\$ 2,697
Fire Inspection Fees	\$ 12,060
Reinspection Fees	\$ 166
Code Enf Admin Cost Reimb	\$ 14,583
Site Plan / Variance Fees	\$ 2,158
Land Development Costs	\$ 8 <i>,</i> 858
Town Code & Ordinance Fines	\$ 4,000
Other Permit Admin Fee	\$ 14,583
Total other related revenues:	\$ 59,105
Net Building Revenue YTD	\$ 6,745

### Town of Palm Beach Shores Community Center Kitchen Remodel 2nd Floor - Frick Bequest at March 31, 2024

		ESTIMATES		ACTUAL	REMAINING
				as at 03/31/24	COSTS
Financing Source:					
Frick Bequest	\$	198,000	\$	198,000.00	\$ -
Expenditures:					
Kitchen Equipment	\$	76,229.28	\$	75,296.24	
Kitchen Renovations	\$	96,347.00	\$	96,347.00	\$ -
Kitchen Hood	\$	62,717.50	\$	62,717.50	\$ -
	\$	-	\$	-	\$ -
	\$	-	\$	-	\$ -
	\$	-	\$	-	\$ -
	\$	-	\$	-	\$ -
	\$	-	\$	-	\$ -
Total expenditures		\$235,293.78		\$234,360.74	\$0.00
Projected Deficit		(\$37,293.78)		(\$36,360.74)	

Note:

includes FY2023 expenditure of \$66,013.00

Kitchen Reno contract with MAC Enerprises of NPB, Inc. signed November 2023

### Town of Palm Beach Shores Underground Utilities as of 03/31/24

	COST		TOTAL	Remaining	PROJECTED			ED
	ESTIMATE	а	s of 03/31/24	Costs		Cost		Variance
Other Financing Sources:								
Loan Proceeds	\$ 6,000,000	\$	6,000,000.00	\$ -	\$	6,000,000.00	\$	-
Expenditures:								
Survey	\$ 38,000	\$	65,762.50	\$ -	\$	65,762.50	\$	(27,762.50)
Legal	\$ 4,000	\$	3,150.00	\$ -	\$	3,150.00	\$	850.00
Project Mgmt/Admin	\$ 80,000	\$	95,572.09	\$ -	\$	95,572.09	\$	(15,572.09)
Construction - Viking	\$ 4,336,460	\$	4,343,654.00	\$ -	\$	4,343,654.00	\$	(7,194.00)
Construction - Comcast	\$ 250,000	\$	528,340.73	\$ -	\$	528,340.73	\$	(278,340.73)
Construction - AT&T	\$ 450,000	\$	456,410.36	\$ 166,415.95	\$	622,826.31	\$	(172,826.31)
Construction - FPL	\$ 254,386	\$	254,386.00	\$ -	\$	254,386.00	\$	-
Landscape Restoration	\$ 16,300	\$	11,984.51	\$ 4,315.49	\$	16,300.00	\$	-
Loan Acquisition	\$ 23,000	\$	22,508.00	\$ -	\$	22,508.00	\$	492.00
Contingency	\$ 547,854	\$	8,785.76	\$ -	\$	8,785.76	\$	539,068.24
Total expenditures	\$ 6,000,000	\$	5,790,553.95	\$ 170,731.44	\$	5,961,285.39	\$	38,714.61
Net Change in Fund Balance	\$ -	\$	209,446.05	\$ (170,731.44)	\$	38,714.61	\$	38,714.61

# Also, the projection for Project Mmgt/Admin includes the approved supplemental wages for the Public Works Director.

### Town of Palm Beach Shores Midyear Projections FY2024

	6	Revised Budget FY2024 .3500 mills	3	Actual as of 3/31/2024	Actual as a % of Budget	R	Budgeted Funds emaining at 3/31/2024	ā	Projected Final at 9/30/23 as of 3/31/23)	,	Projected Budget Variance t 9/30/24	Projected as a % of Budget
<b>REVENUE</b> (without use of fund balance)	\$	8,447,289	\$	5,439,733	83%	\$	1,147,661	\$	6,631,408	\$	44,014	79%
EXPENDITURES:												
ADMINISTRATION	\$	659,833	\$	209,694	32%	\$	450,139	\$	506,460		152,800	77%
LEGAL	\$	346,000	\$	245,739	71%	\$	100,261	\$	452,000		(106,000)	131%
PUBLIC WORKS	\$	384,613	\$	182,093	47%	\$	202,520	\$	390,613		(6,000)	102%
POLICE		1,772,718	\$	1,033,335	58%	\$	739,383	\$	1,772,538		180	100%
FIRE	\$	806,417	\$	382,564	47%	\$	423,853	\$	805,773		644	100%
BUILDING	\$	266,113	\$	159,244	60%	\$	106,869	\$	275,818		(9,705)	104%
EMERGENCY DISASTER	\$	-	\$	33,618	0%	\$	(33,618)	\$	33,618		(33,618)	0%
SOLID WASTE	\$	253,101	\$	111,663	44%	\$	141,438	\$	252,895		206	100%
LEGISLATIVE	\$	20,463	\$	8,329	41%	\$	12,134	\$	20,110		353	98%
STREETS/STORM DRAINS	\$	29,930	\$	10,927	37%	\$	19,003	\$	29,760		170	99%
PARKS/PARKWAY	\$	175,802	\$	75,994	43%	\$	99,808	\$	181,602		(5,800)	103%
BEACH	\$	111,635	\$	54,013	48%	\$	57,622	\$	111,435		200	100%
LIFT STATION/SEWER SVC	\$	42,820	\$	33,109	77%	\$	9,711	\$	64,175		(21,355)	150%
CONTINGENCIES	\$	85,000	\$	-	0%	\$	85,000	\$	-		85,000	0%
DEBT SERVICE	\$	495,855	\$	247,927	0%	\$	247,928	\$	495,855		0	100%
EMS	\$	750,000	\$	375,000	50%	\$	375,000	\$	800,000		(50,000)	107%
COMMUNITY CENTER	\$	79,600	\$	36,362	46%	\$	43,238	\$	78,105		1,495	98%
RISK MANAGEMENT	\$	170,000	\$	144,018	85%	\$	25,982	\$	177,000		(7,000)	104%
CAPITAL	\$	428,877	\$	206,013	87%	\$	222,864	\$	480,237		(51,360)	112%
CAPITAL ROADS	\$	1,568,512	\$	1,526,945	0%	\$	41,567	\$	-	\$	41,567	0
TOTAL EXPENDITURES	\$	8,447,289	\$	5,076,589	60%	\$	3,370,700	\$	6,927,994	\$	(8,223)	82%
REVENUE OVER(UNDER)											<sup>-</sup> avorable Variance	
EXPENDITURES	\$	-	\$	363,144		\$	(2,223,039)	\$	(296,586)	\$	35,791	

\* Note: The budget amounts include adopted Budget Amendment #1 capital carry forward \$1,879,089

### **RESOLUTION NO. R-10-24**

### A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, PALM BEACH COUNTY, FLORIDA, AMENDING ITS OPERATING BUDGET FOR FISCAL YEAR 2023/2024 IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF BUDGET RESOLUTION NO. R-11-23; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

WHEREAS, the necessity of amending the 2023/2024 Town budget has come to the attention of the Town Commission of the Town of Palm Beach Shores; and

WHEREAS, pursuant to Sec. 2, 3 and 4 of Budget Resolution No. **R-11-23** adopted September 25, 2023, in accordance with State Law, budget amendments relating to increases or decreases to the total sum allocated to each department for operating expenses and capital outlay expenses must be formally approved by the Town Commission in the form of a budget resolution for such transfers.

WHEREAS, the Town Commission hereby desires to approve "Budget Amendment 2" as set forth in **Exhibit A** to this Resolution.

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

<u>Section 1.</u> The Town of Palm Beach Shores hereby amends its 2023/2024 budget as provided in the schedules attached hereto as Exhibit "A" and made a part hereof, in accordance with the terms and provisions of the Budget Resolution No. **R-11-23**.

Section 2. The Town Clerk is hereby directed to attach a copy of this Resolution amending the 2023/2024 budget to the budget documents and this Resolution shall be made a part of said budget.

<u>Section 3.</u> That this Resolution shall take effect upon its passage.

**DULY PASSED AND ADOPTED** this <u>22<sup>nd</sup></u> day of April 2024.

Alan Fiers, Mayor

ATTEST:

Jude Marie Goudreau, Town Clerk

(SEAL)

	Original	Amendment	Amendment	Final
	Budget	#1	#2	Budget
REVENUE & OTHER FINANCING SOURCES	с г <i>с</i> е <b>200</b>	ć 1 970 090	¢ 10.014	¢ 8 462 002
REVENUE & OTHER FINANCING SOURCES	\$ 6,568,200	\$ 1,879,089	\$ 16,614	\$ 8,463,903
EXPENDITURES:				
Administration	\$ 659,833		(152,800)	\$ 507,033
Legal	346,000		106,000	452,000
Public Works	384,613		6,000	390,613
Police	1,772,719			1,772,719
Fire	806,417			806,417
Building Department	266,112		14,800	280,912
Emergency Disaster	-		33,620	33,620
Solid Waste	253,101			253,101
Legislative	20,463			20,463
Streets/Storm Sewers	29,930			29,930
Parks	175,802		5,800	181,602
Beach	111,635			111,635
Lift Station Sewer Service	42,820		21,400	64,220
Contingencies	85,000		(85,000)	0
Debt Service	495,855			495,855
Emergency Medical Service	750,000		50,000	800,000
Community Center	79,600			79,600
Risk Management	170,000		7,000	177,000
Capital	118,300	\$ 310,577	51,361	480,238
Capital Roads	-	1,568,512	(41,567)	1,526,945
Total Expenditures	\$ 6,568,200	\$ 1,879,089	\$ 16,614	\$ 8,463,903

### Town of Palm Beach Shores BUDGET 2023/2024 Budget amendment #2

### EXHIBIT "A"

A second blance	A	Original	An	nendment	Final	Deiof Fundametian
	Account Number	Budget		#2	Budget	Brief Explanation
REVENUE		464 700		4 0 7 7	466.077	
Interest General	001-00-000-36110	161,700		4,377	166,077	interst accumulation
Assigned Fund Balance-Hurricane	001-00-000-38100	-		10,237	10,237	Hurricane fund
TOTAL REVENUE				14,614		
OTHER FINANCING SOURCES						
Sale of Surplus Equipment	001-00-000-36410	-		2,000	2,000	trailer, freezer
TOTAL OTHER FINANCING SOURCES				2,000		
TOTAL REVENUE & OTHER FINANCING SOU	JRCES	\$8,447,289	\$	16,614	\$ 8,463,903	
ADMINISTRATION		- 40 - 70		(		
Salaries & Benefits	001-01-513-01200	542,570		(169,800)		town manager, addn'l staff hours
Salaries - P/T	001-01-513-01300	-		17,000	389,770	PT staff
LEGAL						
Miscellaneous- Litigation	001-02-514-09000	220,000		106,000	326,000	litigation - Dish\$120K, Inlet \$6K
PUBLIC WORKS						
Maintenance - Buildings	001-04-519-04620	9,000		5,000	14,000	TH roof, plumbing, water samples
Small Tools	001-04-519-05201	500		500	1,000	supplies
Emergency Preparedness	001-04-519-08900	-		500	500	supplies
BUILDING DEPARTMENT						
Prof Svcs - Fire Inspections	001-07-524-03130	5,500		14,800	20,300	addn'l fire inspection costs
EMERGENCY DISASTER						
Contracted Services	001-08-525-03400	-		31,120	31,120	cleanup-unnamed storms
Miscellaneous	001-08-525-09000	-		2,500	2,500	cleanup-unnamed storms
PARKS						
Maintenance - Grounds	001-13-572-04610	4,000		5,800	9,800	maintenance
LIFT STN/SEWER SERVICE						
Contract Maintenance	001-15-535-04600	4,500		21,400	25,900	lateral sewer repair
CONTINGENCY						•
Contingencies	001-17-581-00000	85,000		(85,000)	-	for litigation
EMERGENCY MANAGEMENT SERVICE-EMS		,		(		
Contracted Services - EMS	001-20-526-03400	750,000		50,000	800,000	true-up
RISK MANAGEMENT	001 10 010 00 100			00,000	000,000	
Insurance	001-22-519-04500	170,000		7,000	177,000	actual premiums
CAPITAL	551 22 515 04500	1,0,000		7,000	177,000	
Comm Cntr - purchased w donations	001-23-527-06401	131,988		36,361	168,349	over budget
						-
Streets - other than building	001-23-541-06300	80,000		15,000 (41 567)	95,000 1 526 045	outfall tidal valve-Lake & Takoma
CAPITAL ROADS TOTAL EXPENDITURES		1,568,512 <b>\$8,447,289</b>	\$	(41,567) <b>16,614</b>	1,526,945 <b>\$ 8,463,903</b>	under budget

-



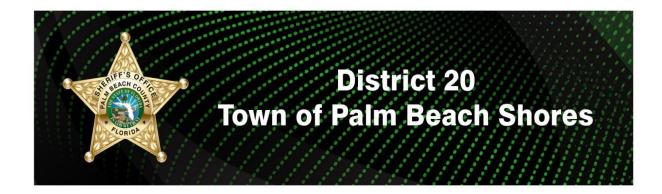
### April 2024 Commission meeting

As usual our analysts report for the month with statistics are attached, I have added below a few other statistics,

All of our year end events went very well without any reported incidents. We have one large one left which is the Palm Beach County States Attorney office victim rights week walk, which will take place on April 27. There should be minimal disruption to traffic as the route takes us down the parkway from Edwards to the Inlet Walkway back to Ocean avenue and ending at the beginning which is the Community center.

Traffic stops:	23
Static traffic operations	21
911 Hang ups	37
Suspicious persons/vehicles	13
Unwanted guests	3
Field interview report	9

Statistics follow. Sgt. Steve Langevin



# March - 2024 - Monthly Strategic Report

CAD Calls	Monthly Totals
Business / Residence Checks (Self-Initiated)	4635
Traffic Stops (Self-Initiated)	23
Calls for Service (Excluding 1050's & 1061's)	171
All CAD Calls - Total	4829

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 4829 generated calls within the district. 96% of these calls were self-initiated.

## Data below represents Traffic Activity conducted by D20 Deputies

Data Source: TraCS

Total	Total	Parking
Citations	Warnings	Citations
4	17	7

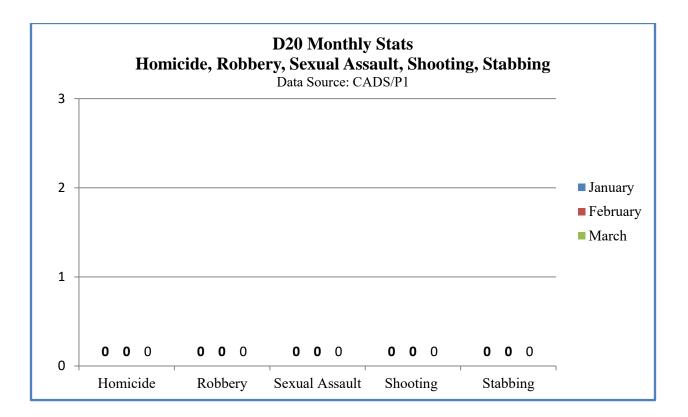
### Arrest and NTA Statistics

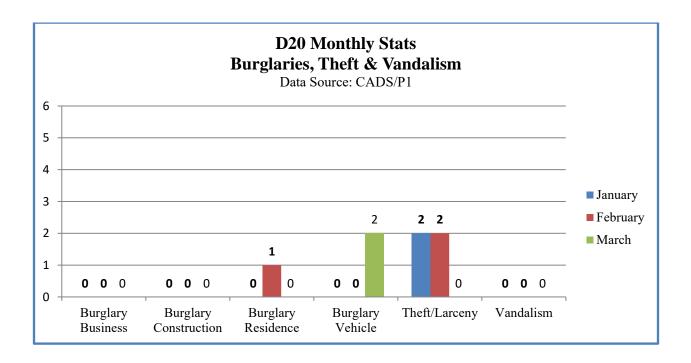
### Arrest Data Arrests & Notice to Appear (NTA) within District 20 Total Count - 0

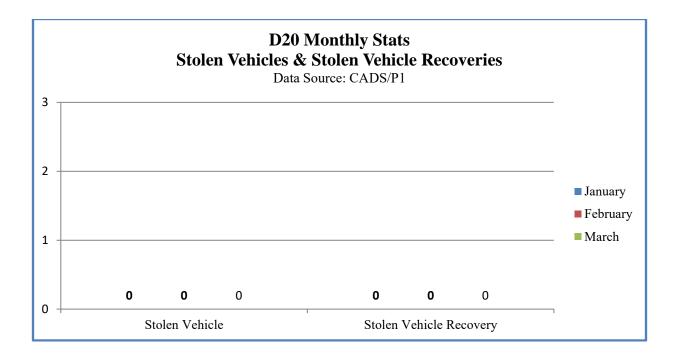
Data Source: CrimeView Desktop

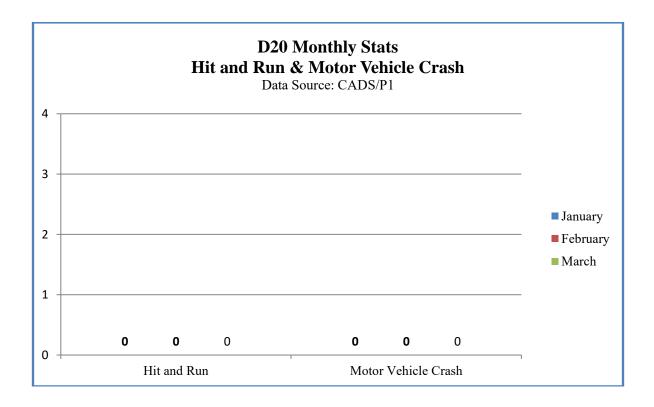
## **DATA ANALYSIS**

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.

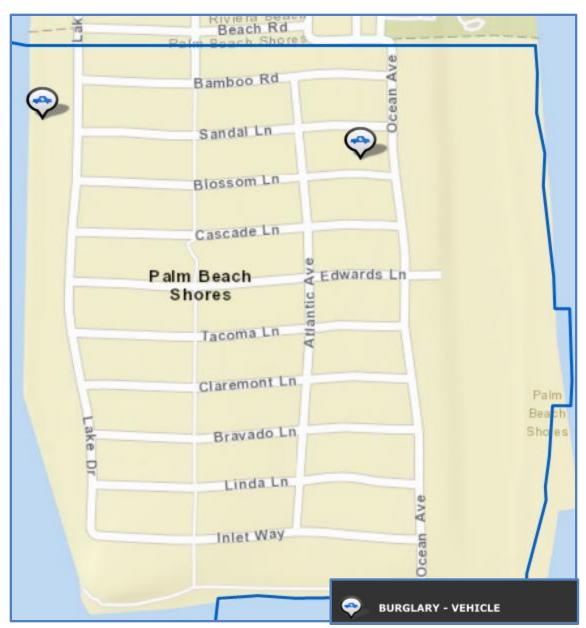


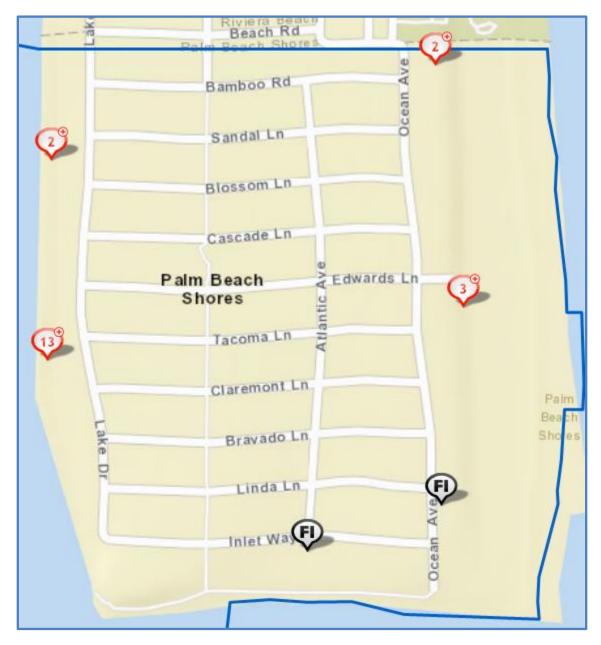






# District 20 Map of Activity Data: Source: CrimeView Dashboard





(22) Records Plotted in CrimeView Dashboard.

## (23) Conducted per the FIR Track system.

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

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

то:	Mayor Alan Fiers
	Town Commissioners
FROM:	Trevor L. Steedman, Fire Chief / Director of Emergency Services
DATE:	17 April 2024

### FIRE DEPARTMENT

### COMMUNITY RISK REDUCTION (CRR) INITIATIVES

- o Fire / Life Safety Inspections and Fire Protection Systems Plans Review
  - Ongoing Plans Reviews and Inspection Services
    - Annual inspections are complete. Re-Inspections are being scheduled as required. Sunshine Inspections has replaced CAP as the Town's contracted fire inspection vendor.
- o Hydrant Inspection Program (Monthly) Performed by PBSFD
  - Per Riviera Beach Water Utilities, hydrant inspection program is paused until meeting is held with RBWU to discuss protocols.
- o Certificate of Public Convenience & Necessity (COPCN)
  - County attorneys are authoring modifications to enable our municipal eligibility for primary and secondary COPCN's. Current COPCN revision process is estimated by PBC officials to conclude by second quarter of CY2024. Language is intended to include existing / already established municipal Fire – Rescue departments.
- *Community CPR & AED* Training was conducted on April 4 with the Atrium Condominiums. Request made by COASI for this training in March 2025
- 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.

# (F) The second second

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

- 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.
- 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.
- o Code X-Ray Placard Program Identifies Unsafe/Unstable/Vacant buildings.
  - 107 Sandal Lane Under Renovation Vacant
  - 115 Inlet Way Multiple code violations Recommend to condemn

### STAFFING

- o Career Staff. No current vacancies
- o 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. Entry into local Fire Academies and Paramedic Programs is down. There are 46 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

### FLEET DEPLOYMENT & MAINTENANCE

• All apparatus in in service at the time of this report

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

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).
  - 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 apparatus in in service at the time of this report

### **BEACH & WATER CONDITIONS**

• Water quality listed "Good" at the time of this report.

### **OFFICE OF EMERGENCY MANAGEMENT**

### Florida Recovery Obligation Calculator (F-ROC)

- F-ROC is a new initiative, sponsored by the Florida Division of Emergency Management (FDEM), that standardizes, streamlines, and simplifies the Public Assistance process. This will result in a quicker recovery and reduced risk for Applicants.
- The Town has opted-in to the program. Initial State training requirements were met. Opt-In guarantees a minimum of 20% disaster expense recovery.

# MONTHLY ACTIVITIES REPORT TO THE TOWN COMMISSION TOWN OF PALM BEACH SHORES

### DEPARTMENT OF EMERGENCY SERVICES

- The Abatement period identified needed additions and modifications to Town policies / procedures for future funding improvements.
  - Abatement score for 2024:
    - Debris management / Administration: 30 %
    - Emergency Preparedness: 32 %

### **Comprehensive Emergency Operations Plan (CEOP): - Ongoing**

- o Purpose and Scope: Update/Create CEOP for the Town of Palm Beach Shores
- o 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
- o Facilitate grant opportunities and streamline FEMA reimbursement efforts.
- o Community Emergency Supply Program Operational.

### Continuity of Operations Plan (COOP): - Ongoing

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

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

### Incident Action Plans (IAP's): - As-Needed

- 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.
- o No currently active IAP's

### **Calls for Service Activity**

Statistical data was unavailable at time of this report. A verbal update will be provided at the

Commission meeting



# **Public Works Department**

Monthly Status Report April 22, 2024

### **Community Center:**

- 1. Receiving quotes to replace the south two windows on the 2<sup>nd</sup> floor banquet room due to leaking and causing damage to drywall and baseboard. **Verbal quotes estimated \$20,000 for repairs.**
- 2. Receiving quotes for new roll down shades on the 2<sup>nd</sup> floor. Delays due to Contractors Schedule and material shortages and daily cost changes.
- 3. Receiving quotes for new roll down shades on the 1<sup>st</sup> floor. Delays due to Contractors Schedule and material shortages and daily cost changes.
- Receiving quotes for new sound panels and acoustics suggestions on the 2<sup>nd</sup> floor. Delays due to Contractors Schedule and material shortages and daily cost changes.
- 5. The projects listed are funded through the approved general budget.

### **Grounds & Parks:**

- 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. The Public Works Staff will perform this project.
- 2. 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 Public Works Department staff will complete the work. The delay for the project is due to new Public Works Staff training.
- 3. Under the Direction of the Environmental Committee, Phase 1 of the Beach Dune restoration is in progress removing all invasive vegetation and applying Garlon to the roots to kill regrowth of the invasive vegetation. The 5 total Seagrape Trees were planted at the Beach Dune located on the North side of the Boardwalk & South Side. Receiving Quotes for the New Cabage Palm Trees 4 total and the approved Dune Vegetation per the Environmental Committee selection.
- 4. Inlet Park East Gazebo Main Concrete Support Column Repairs South Side Due to High Surf impacting the structure. Waiting for Structural Engineer Report. Possible only stucco repairs and painting.
- 5. The projects listed are funded through the approved general budget.

### **Streets:**

- 1. 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. Scheduling for another contractor to perform the work.
- 2. The projects listed are funded through the approved general budget.

## Lift Stations:

- 1. Scheduling to reline the streets sewer manholes in various locations. Rescheduling upon contractors' availability.
- 2. Receiving quotes for new Flow Meters required update due to technology and equipment changes.
- 3. Scheduling to perform the maintenance on 4 each check valves located in the Lift Stations Valve Pits.
- 4. Scheduling to perform the high-pressure cleaning inside the Lift Stations Wet Wells and Pumps.
- 5. The delays are due to Contractor Scheduling for availability.
- 6. The projects listed are funded through the approved general budget.

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

- 1. Receiving quotes to replace the Town Hall roof tiles and flat roof.
- Scheduling to repair the Fire Annex Building replace the kitchen exhaust fan over stove to a
  commercial exhaust fan, replace ceiling lighting with LED Lights, and paint interior walls & doors.
  Public Works Staff will perform this project. The project will be scheduled immediately following the
  Beach Building Repairs.
- 3. The projects listed are funded through the approved general budget.

### Capital Projects For 2023-2024:

- 1. Beach Playground Equipment:
- 2. Tidal Valves Lake Drive & Tacoma Lane / Lake Drive & Inlet Way.
- 3. Town Hall Roof Repairs.
- 4. Receiving Quotes for a new Skid-Steer Loader for Sand & Debris Removal.

### **Training / Certificates:**

- **1.** Continuing Education in Florida Stormwater Erosion and Sedimentation Control. No cost to the Town.
- **2.** OSHA'S Model Training Program for multiple certifications & continuing education credits. No cost to the Town.
- **3.** Safety Meeting scheduled for Tuesday, April 16, 2024, Public Works Safety Officer (Public Works Director).
- **4.** Continuing Training on Lift Stations Pumps, Valves, and control panels training performed by PSI Technologies and tabletop and PCS. No cost to the Town.
- **5.** Continuing Training on Irrigation Design, spray patterns, and pump controllers. Tabletop and Landscaper Contract and Melrose Irrigation. No cost to the Town.
- 6. Continuing Training on Street Light repairs and safety protocols. No cost to the Town.

7. Continuing Training on DOT roadwork protocols. No cost to the Town.

### **Updates:**

- 1. AT&T Project.
- 2. Town Hall Roof Replacement Contractor Selection.
- 3. Tree Trimming Contractor Selection.
- 4. Cleaning Company Contractor Selection.

### Notes: As A Reminder for Discussion on Solutions

1. As a reminder concerning bulk trash, please be aware of the underground utility service boxes and equipment and Town Street Light Poles when placing the bulk trash in the Town utility right away. The SWA or Subcontractors Claw Trucks are damaging these utility items due to not being visible to the truck operators. The excessive damage to the communication equipment is presenting an issue with COMCAST & AT&T service repair departments with scheduling for the repairs in a timely manner. Keep in mind this damage could result in service disruption for not only you but also your neighbors.



# Town Clerk's Monthly Status Report March 2024

### **BUILDING DEPARTMENT STATISTICS:**

March 2024: Total Permits issued: 21 Total Permit Fees Paid: \$43,259.54

**REMINDER:** <u>Working without a permit</u> will result in a stop work order and a charge of 4 times the permit fee. Unsure if you need a permit, call the Building Department, and we'll be glad to help you.

**CODE ENFORCEMENT STATISTICS:** The following is a count of properties with Code Enforcement violations from March 19, 2024 - April 18, 2024.

Code Violation: Sec. 14-106. Florida Building Code (Work without a permit)
1 Open 145 Ocean Ave unit 801 (Permit pending)
Code Violation: Sec. 14-329 Property Maintenance
2 Closed 1 Open 217 Blossom Lane
Code Violation: Sec. 70-75. Prohibition. (Commercial/Recreational Vehicle, Trailers)
3 Closed 2 Open 112 Edwards Lane, 125 Inlet Way
Code Violation: Sec. 18-29. Rental property without a Business Tax Receipt.
0 Closed 1 Open 300 Bravado Ln
Code Violation: Sec. 78-79. Landscaping Maintenance.
5 Closed 2 Open 128 Edwards Lane, 118 Cascade Lane
Code Violation: Pf. 5.13 Parking on Grass.
3 Closed
Code Violation: 14-131. Construction Times
1 Closed
Code Violation: Sec. 42-42. Noise
1 Closed 1 Open 224 Inlet Way
Code Violation: Sec. 38-9 Trash Pickup
1 Closed
Code Violation: Sec. Pf 12.1 Dust
1 Open 206 Inlet Way
Code Violation: Signage
2 Closed
Total Amount of Cases created that are closed from 3/19/24 - 4/18/24:
18
Total Amount of Cases that are open from 3/19/24 - 4/18/24:
9
Total count of Cases 3/19/24 - 4/18/24:
27
Notice of Violation:
300 Bravado Lane
Special Magistrate:
107 Sandal Lane - Property Maintenance. (April 25, 2024)

### Jude M. Goudreau, CMC Town Clerk