#### TOWN OF PALM BEACH SHORES

## TOWN COMMISSION EXECUTIVE SESSION PURSUANT TO SECTION 286.011(8), FLORIDA STATUTES

Mayor Alan Fiers Vice-Mayor Scott McCranels
Commissioner Tracy Larcher Commissioner Janet Kortenhaus
Commissioner Brian Tyler

Monday, January 23, 2023

7:00 P.M.

**Town Commission Chambers** 

CALL TO ORDER

**ROLL CALL** 

AGENDA APPROVAL

RECESS THE PUBLIC MEETING IN THE TOWN COMMISSION CHAMBERS TO COMMENCE THE CLOSED ATTORNEY-CLIENT EXECUTIVE SESSION:

The Mayor shall publicly announce that the Town Commission will hold a closed attorney/client executive session under the authority of Section 286.011(8), Florida Statutes. The closed attorney-client executive session has been requested by Town Attorney Keith W. Davis to obtain advice regarding settlement negotiations and/or strategy related to litigation expenditures concerning the case of Lake Drive and Inlet Corp. d/b/a The Anchorage v. Town of Palm Beach Shores, Case No. 22CA12749, currently pending and active in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

The closed attorney-client executive session will be closed to the public. The estimated length of the closed attorney-client executive session is not to exceed sixty (60) minutes, and will be recorded by a certified court reporter.

In attendance will be: Mayor Alan Fiers

Vice Mayor Scott McCranels Commissioner Tracy Larcher Commissioner Janet Kortenhaus Commissioner Brian Tyler

Town Attorney Keith W. Davis, Esq. Town Administrator Wendy Wells

The closed attorney-client executive session will be held in the Mayor's Conference Room.

The court reporter's recording documentation including the final transcript of the closed attorney-client executive session shall be confidential and exempt from public records disclosure under Florida law until such time as the litigation referenced above is concluded.

RECONVENE THE PUBLIC MEETING IN THE TOWN COMMISSION CHAMBERS UPON CONCLUSION OF THE CLOSED ATTORNEY-CLIENT EXECUTIVE SESSION:

The Mayor shall publicly announce the conclusion of the closed attorney-client executive session.

The Town Commission may publicly take action based upon the discussions from the attorney-client executive session.

**ADJOURNMENT** 

Regular Commission Meeting Agenda Monday, January 23, 2023, immediately following the Town Commission Executive Session Pursuant to Section 286.011(8)



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

## Mayor Alan Fiers Vice Mayor Scott McCranels

Commissioner Tracy Larcher Commissioner Janet Kortenhaus Commissioner Brian Tyler Town Administrator Wendy Wells Town Attorney Keith Davis Town Clerk Jude M. Goudreau

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

#### Meeting link:

https://townofpalmbeachshores.my.webex.com/townofpalmbeachshores.my/j.php?MTID=mff3ce5329006d00499fbc04eba7298b5

Meeting number: 2632 062 1004 Password: 0123

Join by phone +1-408-418-9388 United States Toll Access code: 263 206 21004

#### **Regular Commission Meeting Agenda**

#### 1) CALL TO ORDER

- a) Pledge of Allegiance
- b) Roll Call

#### 2) APPROVAL OF MEETING AGENDA

(Additions, substitutions, deletions)

#### 3) APPROVAL OF CONSENT AGENDA

a) Commission Meeting Minutes, December 12, 2022

#### 4) AGREEMENTS:

- o Vote: EMS Extension with the City of Riviera Beach
- o Vote: Medical Director Service Contract with Keehn Medical Services
- o Vote: Contract with A.B. Dudley for Dredging Lobbyist

#### 5) DEPARTMENT AND BOARD REPORTS:

- Financial Report: December 2022
  - Staff Reports:
- o Sheriff's Department
- Fire Department
- o Public Works
- o Town Clerk
- o Planning and Zoning Chairman
- Town Attorney

#### 6) COMMISSION REPORTS

#### **Mayor Fiers**

- Update on Water Main Project
- 7) OTHER BUSINESS
- 8) **DISCUSSION ITEMS:**
- 9) PUBLIC COMMENTS (please state your name for the record)
- 10) 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.



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

Mayor Alan Fiers Vice Mayor Scott McCranels

Commissioner Tracy Larcher Commissioner Janet Kortenhaus Commissioner Brian Tyler Keith Davis Town Attorney Town Administrator Wendy Wells Town Clerk Jude M. Goudreau

#### **Minutes**

#### **CALL TO ORDER**

Mayor Fiers called the meeting to order at 7:00 pm. Those present were Mayor Alan Fiers, Vice Mayor Scott McCranels, Commissioner Janet Kortenhaus, Commissioner Tracy Larcher, Commissioner Brian Tyler, and Town Administrator Wendy Wells. Also in attendance were: PBSO Sgt. Steve Langevin, Public Works Director Alan Welch, and Town Attorney Keith Davis.

#### APPROVAL OF MEETING AGENDA

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

Second: Commissioner Janet Kortenhaus seconded the Motion.

Vote: Motion passed 5-0

#### **APPROVAL OF CONSENT AGENDA**

a) Commission Meeting Minutes, November 28, 2022.

b) Special Permit 22-12, Retirement Party, approximately 120 Participants, 11 am-9 pm January 28, 2023. Insurance provided; fees paid.

**Motion:** Commissioner Kortenhaus made a motion to approve the Consent Agenda, amending the minutes to correct Ordinance O-4-22 to add the Commissioner's name making the Motion.

Second: Commissioner Larcher seconded the Motion.

Vote: Motion passed 5-0

#### **AGREEMENTS:**

Mayor Fiers gave a brief overview of the Agreement between Engenuity; the firm was recently approved as one of the engineering firms working for the Town to plan and design the roads.

Vote: CSA -ENG 22-04 Town Paving and Grading Plans

**Discussion**: Commissioner Tyler questioned whether there would be an additional firm to do the drainage. Mayor Fiers said this firm will do all the planning.

Motion: Commissioner Kortenhaus made a motion to approve the Agreement

Second: Commissioner Tyler seconded the Motion.

**Vote:** Motion passed 5-0.

#### **DEPARTMENT AND BOARD REPORTS**

#### **Financial Reports:**

#### November 2022

Town Administrator Wendy Wells presented the financial report. This report does not include the road project; funds have yet to be spent. Mrs. Wells said that as soon as expenditures start, she will include them on a separate sheet. Tax Revenues came in earlier than in previous years, resulting in more cash on hand for the year-to-date revenue. Expenditures appear higher than last year because of a lost invoice due to the Sherriff's Office. Mrs. Wells gave a detailed explanation of expenditures and their timing of them, along with department budgets.

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

**Second**: Commissioner Tyler seconded the Motion.

Vote: Motion Passed 5-0.

#### **Staff Reports:**

- Sheriff's Department: PBSO Sgt. Steve Langevin recapped his monthly report and statistics and elaborated on the arrests and crimes deputies have responded to. Sgt. Langevin reminded residents to lock their vehicles; Last week we had three cars entered, and change, a very expensive watch and handbag taken. The handbag was used to take all the quarters from the coin-operated washing machines at the Buccaneer, and our town cameras captured the suspects along with ring cameras. We arrested one suspect on-site and another the next day. Ten Deputies attended the Marriott's event, the Turkey Trot, and the event was successful.
- Fire Department: Chief Steedman reiterated his monthly report and elaborated on the training the Department attended. Call volume is steady, and beach calls are increased as expected for this time of year. The annual gift delivery by Santa will take place again this year, and all gifts need to be dropped off by Friday, December 21, 2022. Chief Steedman thanked Wendy Wells and Alan Welch for working with him to recover FEMA money for damages caused by the recent hurricane.
- Public Works: Director Welch thanked everyone for their diligence and for adhering to the safety warnings in place as they clean up the inlet park area. There are still repairs that need to be made to the lights, it's going to take some time, but they will all be repaired. The irrigation also needs to be repaired, and they plan to install a well. Director Welch reiterated his monthly report and updated current projects. Mr. Welch gave an update on the projects at the Community Center and the restroom restorations at the Community Center, and they should all be completed before upcoming events. Mr. Welch updated on the repairs made throughout the Town and to the lift stations.
- o Town Clerk: no report
- o Town Attorney: no report
- Planning and Zoning Chairman: Chairman Cohn reports that the P&Z Committee has approved
  the site plans submitted for the old Sea Spray Building at 123 Ocean. The next step will be
  submitting the plans for permitting.

#### **ORDINANCES:**

#### **Second Reading Ordinance O-4-22**

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

FORCE AND EFFECT AS PREVIOUSLY ADOPTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Attorney read by title only Ordinance O-4-22

Discussion: There was no discussion because the Ordinance has gone back and forth between

Planning and Zoning and LPA Board for language modifications.

**Motion:** Commissioner Tyler made a motion to approve the Ordinance.

Second and Vote: Commissioner Kortenhaus seconded the Motion. Motion passed 5-0.

#### **COMMISSION REPORTS:**

#### Mayor Fiers gave an update on the following:

AT&T: A dedicated engineering liaison has been assigned to help coordinate the conversions of condos on the south side of Inlet Way. He will also assist in getting conversion completed in the remaining MDU's in the north half of Town. The single-family residence is moving along well. Director Welch recently met with the coordinator and regardless of where you live, if you need help with getting the conversion completed, call Alan Welch for assistance.

The water main replacement project is progressing slower than we all would like. They are currently working at Lake and Linda Lanes. Testing has determined that there is a leak which will again slow the project down. Once they make the turn onto Lake, it should go much faster.

Road regrading and paving: Surveying and engineering planning are already underway. Bamboo, Lake, and Inlet will all be regraded and paved. Regrading will raise the center crown of the road by two inches and slope the road on each side to match existing outfall grades. This will improve drainage and channel stormwater to the storm drain outfall basins. The manhole covers will also be raised to match the road grade. New rock swales will be installed on the east side of all intersections south of Edwards. (Cascade and Blossom already have such swales, which are not required at Sandal and Bamboo.) New catch basins will be installed at the Bravado and Lake intersection. If sufficient budget funds remain, Edwards and Cascade will also be paved.

#### PROCLAMATION:

Mayor Fiers read an Arbor Day Proclamation- every year, the Town participates in the Arbor Day Celebration and proclaims the day as part of the Tree City participation.

**Motion:** Commissioner Larcher made a motion to approve the proclamation.

Second & Vote: Vice Mayor McCranels seconded the Motion. Motion passed 5-0.

#### DISCUSSION:

An Ad Hoc Committee was created, met, and made recommendations to Commission, who then directed Rob Rennebaum, Town Engineer, to make recommendations. Mr. Rennebaum presented a PowerPoint presentation showing his recommendations for the Inlet Park land. There was a lengthy discussion between Commission and Mr. Rennebaum. Discussion items included; new fence and gate for the FPL transformer; Alan Welch commented FPL is not cooperative in moving the equipment due to a drop in elevation and expenses involved, new asphalt, removing an existing wall, removing a storage shed owned by the Anchorage, removing a gate, installing new irrigation, benches, sod and fill, elevations, trespassing signs, and safety for the residents on the Inlet Park. There was also a discussion about landscaping; presently, Anchorage was maintaining the lawn and hedges.

**Motion:** Commissioner Larcher made a motion directing Town Engineer Rob Rennebaum to come back with another option, option "C."

**Second:** Commissioner Tyler seconded the motion. Motion passed 4-1 with Mayor Fiers opposed.

#### **PUBLIC COMMENTS**:

Dave Stevens, POA President, commented on the amount of dust created by the main water project. Numerous residents have complained to him that the dust forced them to change their air filters repeatedly.

The following residents commented and voiced concerns regarding Inlet Park; Grace Sterrett, Wendy (inaudible), Jane Wingfield, Joan Bancroft-Grody, Patricia Brosamer, Rick Kollmeyer, Jerry Cohn, Mark Ward, and Tammy Emerson.

#### **ADJOURNMENT:**

**Motion:** Commissioner Kortenhaus made a motion to adjourn the meeting.

**Second:** Commissioner Tyler seconded the Motion.

The meeting was adjourned at 9:27 pm.

Vote: Motion passed unanimously.

Approved this <u>23rd</u> day of January 2023.	
	ATTEST:
Alan Fiers, Mayor	Jude M. Goudreau, Town Clerk
	(Seal)

#### **Resolution Number 154-22**

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A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, Authorizing the Mayor and City Clerk to execute an interlocal agreement with the Town of Palm Beach Shores, Palm Beach County, Florida, for emergency medical and supplemental fire related services from December 31, 2022, to April 30, 2023; and providing an effective date.

Whereas, Section 163.01, Florida Statutes, allows governmental units to make the most use of their powers by enabling them to cooperate with other municipalities on a basis of mutual advantage; and

Whereas, the City of Riviera Beach and the Town of Palm Beach Shores initially entered into an Interlocal Agreement on January 19, 2005, for the provisions of emergency medical and supplemental fire protection services which expired on February 28, 2010; and

Whereas, the Agreement was renewed through 2015 by mutual consent of the parties; and

Whereas, the parties extended the Agreement for an additional 60 days to allow for continued negotiations for a long-term agreement without an interruption of services through April 30, 2015; and

Whereas, the parties further extended the Agreement for an additional 30 days to allow for continued negotiations for a long-term agreement without an interruption of services through May 31, 2015; and

Whereas, the parties further extended the Agreement for an additional 120 days to allow for continued negotiations for a long-term agreement without an interruption of services through September 30, 2015; and

Whereas, the parties further extended the Agreement for an additional fifteen (15) months through December 31, 2016; and

Whereas, Palm Beach Shores further extended the Agreement for the provision of these services for an additional period of six (6) years, under the terms and conditions set forth herein beginning on January 1, 2017, through December 31, 2022: and

Whereas, the City of Riviera Beach is willing and able to continue providing these needed services to Palm Beach Shores for a reasonable fee; and

Whereas, the parties desire to further extend the Agreement for an additional 120 days to allow for continued negotiations for a long-term agreement without an interruption of services through April 30, 2023; and

49	Now, Therefore Be It Resolved By The City Council Of The City Of Riviera Beach,
50	Florida, That:
51	
52	Section 1: The Mayor and City Clerk are authorized to execute an interlocal agreement for
53	emergency medical services with the Town of Palm Beach Shores through April 30, 2023.
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55	Section 2: The Finance Department is authorized to accept payment and establish a budget
56	for the same.
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58	Section 3: This Resolution shall take effect upon its passage and approval by the City
59	Council.
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62	Passed and Adopted this 22nd day of December, 2022.
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67	Signatures are on the following page.
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73	

#### Resolution Number 154-22 Page 3

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APPROVED:    Docusigned by:   Konnic Fulder   Ronnie L. Felder		KaShamba Miller-Anderson
Mayor  ATTEST:  Claudene L. Anthony, CMC  Certified Municipal Clerk  City Clerk	,	Shirley D. Lanier Chair Pro Term
FIEL SHEEK		DocuSignad by.  SLAM 9  CROSS 726 DOC44F8.
		Tradrick McCoy Councilperson
		Coulia Botel
		Julia A. Botel, Ed.D. Councilperson occusioned by: Douglas Lawson
		Douglas A. Lawson Councilperson
MOTIONED BY: J. BOTEL		REVIEWED AS TO LEGAL SUFFICIENCY
SECONDED BY: S. LANIER		DAWN S. WYNN, CITY ATTORNEY
T. MCCOY:	AYE.	DATE:
K. MILLER-ANDERSON:	AYE	
S. LANIER:	AYE	
J. BOTEL:	AYE	
D. LAWSON:	AYE	

## Amendment to the Interlocal Agreement with the Town of Palm Beach Shores

This Amendment, with an effective date of \_\_\_\_\_\_\_ December 22, 2022 \_\_\_\_\_\_ by and between the City of Riviera Beach and the Town of Palm Beach Shores:

#### WITNESSETH:

WHEREAS, The City of Riviera Beach renewed an Interlocal Agreement initially entered into with the Town of Palm Beach Shores on January 19, 2005 (the "Agreement"), for the provisions of emergency medical and supplemental fire protection services and subsequent amendments, the most recent being Resolution 113-16 which expires on December 31, 2022; and

WHEREAS, the parties have agreed to extend the Agreement for an additional 120 days to allow for continued negotiations for a long-term agreement without an interruption of services through April 30, 2023; and

WHEREAS, both parties desire to amend said Agreement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### A. <u>INCORPORATION OF RECITALS</u>

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

**B.** This agreement is hereby renewed for an additional 120 days, until April 30, 2023.

Except as expressly modified by this Amendment, the Agreement as hereby revised, remains unmodified and in full force and effect in accordance with the terms thereof. This Amendment is expressly contingent upon the approval of the City of Riviera Beach and The Town of Palm Beach Shores and shall become effective only when signed by both parties.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have made and executed this Amendment on the date and year above written.

ATTEST:

CITY OF RIVIERA BEACH

Claudene L. Anthony

City Clerk

217

Ronnie Felder

Mayor

(CITY SEAL)

REVIEWED AS TO FORM AND LEGAL SUFFICIENCY

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Dawn 8. Wynn

Date

APPROVED AS TO TERMS AND CONDITIONS

By:

John M. Curd

Fire Chief

ATTEST:	TOWN OF PALM BEACH SHORES			
By: Jude Goudreau Town Clerk	By: Alan Fiers Mayor			
(TOWN SEAL)				
REVIEWED AS TO FORM AND LEGAL SUFFICIENCY				
By:  Keith Davis  Town Attorney				
Date:				



#### MEDICAL DIRECTOR CONTRACT

THIS AGREEMENT is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_\_, 2023 by and between the Town of Palm Beach Shores, a Florida municipal corporation with an address of 247 Edwards Lane, Palm Beach Shores, Florida 33404 (hereinafter referred to as the "Town), and Keehn Emergency Medical Services, Inc., a Florida corporation with an address of 9179 Grand Prix Lane, Boynton Beach, Florida 33472 (hereinafter referred to as "Dr. Keehn" or as the "Contractor"). The Town and Dr. Keehn, in consideration of the mutual covenants hereinafter set forth, agree as follows:

#### **ARTICLE 1: MEDICAL DIRECTOR**

**1.1** Dr. Keehn is the President and Director of Keehn Emergency Medical Services, Inc. Dr. Keehn, doing business as Keehn Emergency Medical Services, Inc., shall act as Medical Director for the Town.

#### **ARTICLE 2: SCOPE OF SERVICES**

- 2.1 Dr. Keehn shall provide Medical Director services to the Town's Department of Emergency Services as an independent contractor in accordance with the requirements specified or indicated in Chapter 401, *Florida Statutes*, Sec. 64J-1.004, *Florida Administrative Code* and as further provided herein. Medical Director services shall specifically include, but shall not be limited, to the following:
- Dr. Keehn shall be the sole Medical Director of Emergency Medical Services for the Town. Dr. Keehn may designate another qualified medical doctor (pursuant to all requirements and procedures set forth in the *Florida Statutes*) to serve as acting Medical Director during periods of his absence or inability to serve himself. Dr. Keehn shall notify the Town in writing a minimum of seven (7) days in advance of any such known absence or other known inability to serve. Dr. Keehn shall notify the Town as soon as possible and practicable in the event of an absence or inability to serve that was not known of in advance.
- 2.3 Dr. Keehn shall be directly responsible to the Town's Fire Chief. Administrative control of the Town's Department of Emergency Services will remain vested in the Town's Fire Chief. Dr. Keehn shall report directly to the Town's Fire Chief on all matters pertaining to the Town's provision of Emergency Medical Services.

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#### MEDICAL DIRECTOR CONTRACT

- **2.4** Dr. Keehn or his designee will be available 24 hours a day by telecommunications and will provide the Town's Fire Chief with a 24-hour contact number that is active and operational at all times.
- **2.5** Dr. Keehn shall comply with all State, County, and Department of Health regulations regarding emergency medical direction, advanced life support, basic life support, and emergency medical services.
- **2.6** Dr. Keehn shall have the sole right and obligation to set all standards and protocols regarding patient care, including but not limited to, determination of an employee's eligibility to perform patient care under the direction of the Medical Director for the Town's Department of Emergency Services.
- **2.7** Dr. Keehn shall oversee and provide medical direction for the Paramedics, Emergency Medical Technicians, and Ocean Rescue lifeguards working for the Town.
- 2.8 Dr. Keehn shall develop and review protocols and standing orders for the Town's Department of Emergency Services. Dr. Keehn, in his capacity as the Town's Department of Emergency Services Medical Director, is responsible for the correctness of any standing orders that he authorizes for use by the Town's Paramedics, Emergency Medical Technicians, and Ocean Rescue lifeguards.
- **2.9** Dr. Keehn shall review and approve security protocols and standing orders for all aspects of handling medications, fluids and controlled substances maintained by the Town's Department of Emergency Services.
- **2.10** Dr. Keehn shall confer with the Medical Directors of the Riviera Beach Fire Rescue Department and the West Palm Beach Fire Department to assure that the protocols and standing orders of those Emergency Medical Services systems present no conflict regarding the protocols and standing orders for the Town's Department of Emergency Services, especially as it relates to continuity of patient care, or interoperability of lifesaving equipment, practices and procedures.
- **2.11** Dr. Keehn shall confer with the Medical Directors of the Riviera Beach Fire Rescue Department and the West Palm Beach Fire Department to review transport policies (including

### MEDICAL DIRECTOR CONTRACT



trauma transport policies), and to discuss any recommended changes for such policies to conform to applicable medical standards for triage.

- **2.12** Dr. Keehn shall approve and oversee a continuing medical education program for the Town's Paramedics, Emergency Medical Technicians, and Ocean Rescue lifeguards under his supervision.
- **2.13** Dr. Keehn shall approve and oversee a medical quality improvement program for emergency medical services provided by the Town. The program shall include, but shall not be limited to, a timely review of patient care reports, a timely review of the application of direct skills, and a comparison of performance standards for drugs, equipment, system protocols, and procedures. Dr. Keehn shall share data from his program with the Medical Director of the Riviera Beach Fire Rescue Department, which is the primary emergency medical transport agency for the Town.
- **2.14** Dr. Keehn shall conduct direct field observation by participating as a crewmember on a suppression-based Emergency Medical Services vehicle a minimum of four (4) hours per quarter, for a total of 16 hours per year.

#### **ARTICLE 3: CONTRACT TIME**

- 3.1 The term of this Agreement shall be from January 1, 2023 to September 30, 2024.
- **3.2** This Agreement may be terminated immediately by the Town for breach of any material covenants contained herein by the Contractor.
- **3.3** Either party may terminate this agreement for any reason or for convenience, upon providing 30 days' written notice as required by Sec. 3.4 below, to the other party.
- **3.4** All notices hereunder shall be in writing and delivered in person, or by certified mail to the following:

#### Keehn Emergency Medical Services, Inc.

Dr. Steven Keehn, Medical Director 9179 Grand Prix Lane Boynton Beach, Florida 33472

#### **Town of Palm Beach Shores**

Director of Emergency Services 247 Edwards Lane Palm Beach Shores, Florida 33404



#### MEDICAL DIRECTOR CONTRACT

#### **ARTICLE 4: CONTRACT PRICE**

- **4.1** The Town shall pay the Contractor for the performance of work contemplated by this Agreement in the amount of Eighteen Thousand Dollars (\$18,000.00) annually.
- **4.2** The Town shall provide clerical, administrative, and other necessary support to allow Dr. Keehn to carry out the performance of work contemplated by this Agreement.

#### **ARTICLE 5: PAYMENT PROCEDURES**

**5.1** The Town shall disburse payments of One Thousand, Five Hundred Dollars (\$1,500.00) per month to the Contractor. All such payments are due by the 15<sup>th</sup> of each month.

#### ARTICLE 6: MEDICAL DIRECTOR'S REPRESENTATIONS

In order to induce the Town to enter into this Agreement, the Contractor makes the following representations:

- 6.1 Dr. Keehn has familiarized himself with the nature and extent of the work contemplated by this Agreement, as well as with the Town, and with all local conditions, State and local laws and ordinances, rules, policies, and regulations that in any manner affect cost, progress or performance of the work contemplated by this Agreement.
- **6.2** Dr. Keehn is properly licensed to perform the work contemplated by this Agreement in the State of Florida
- **6.3** Dr. Keehn is certified in Advanced Cardiac Life Support and is Board Certified in Emergency Medicine. (ABEM, BCEM, AOBEM).
- 6.4 Dr. Keehn maintains official privilege and affiliation with at least one hospital serving Palm Beach County, and will continue to do so throughout the entire term of this Agreement, including any extensions or renewals thereof.

#### **ARTICLE 7: MISCELLANEOUS**

7.1 No assignment by a party hereto of any rights, interests, or obligations in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound and any such assignment shall be void and of no effect. This includes, but without limitation, rights, interests, and obligations related to the payment of monies that may become due and monies that are due in accordance with the terms of this Agreement (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written

# SEACH SHOP

#### MEDICAL DIRECTOR CONTRACT

consent to an assignment, no assignment will release or discharge the assignor from duty or responsibility under this Agreement.

- 7.2 To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless, and defend (provide and pay for legal defense) the Town, and each of the Town's officers, agents, and employees from and against all claims, damages, losses, expenses and other costs, and attorney's fees, both at the trial level and on appeal, arising directly out of or resulting from or in connection with the performance of the work contemplated by this Agreement, both on and off the job, provided that any of the foregoing is attributed to personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, or caused by any act or omission of the Medical Director or indemnification against anyone directly or indirectly employed by the Contractor. 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*.
- **7.3** The Town and the Contractor each binds itself, as well as their respective partners, successors, assigns and legal representatives to the other party hereto, in respect to all covenants, agreements and obligations contained herein.
- 7.4 The Contractor shall provide Medical Professional Liability Insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) per annual aggregate, to cover the work contemplated by this Agreement, and shall provide documentation of same to the Town.
- **7.5** All records relating to this Agreement shall be kept for three years after the termination of this Agreement and the Contractor shall allow access to its records during normal business hours and upon reasonable advance requests of the Town, its employees and agents.
- **7.6** 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



#### MEDICAL DIRECTOR CONTRACT

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.

7.7 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

# FIRE DEPARTMENT

#### MEDICAL DIRECTOR CONTRACT

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.

- 7.8 The Contractor warrants and represents that it is in compliance with Section 448.095, Florida Statutes, as may be amended. 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.
- 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 the Contractor is engaged in a boycott of Israel. Additionally, the Town may terminate this Agreement at the Town's option if the



#### MEDICAL DIRECTOR CONTRACT

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*.

**7.10** This Agreement shall be governed and interpreted under the laws of the State of Florida. Venue for any action arising from this Agreement shall be a court of competent jurisdiction located in Palm Beach County, Florida.

#### **ARTICLE 8: AVAILABILITY OF FUNDS**

**8.1** The Town's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the Mayor and Commission of the Town of Palm Beach Shores.

#### **ARTICLE 9: ENTIRETY OF AGREEMENT**

**9.1** This Agreement represents the entire written understanding between the parties. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

Keehn Emergency Medical Services, Inc.

#### AGREEMENT WITH THE TOWN OF PALM BEACH SHORES

# BY: \_\_\_\_\_\_ BY: \_\_\_\_\_ Steven Keehn, M.D.

Attest:

BY: \_\_\_\_\_\_
Jude Goudreau, Town Clerk

Approved as to Form and Legal Sufficiency:

**Town of Palm Beach Shores** 

BY: Keith W. Davis, Town Attorney

Approved as to Terms and Conditions:

BY: \_\_\_\_\_

Trevor Steedman, Director of Emergency Services

### A. B. Dudley & Associates, Inc. 108 S. Monroe St. Tallahassee, FL 32301 alisondudley@dudleyandassociates.com

## AGREEMENT

This agreement entered into between the Town of Palm Beach Shores (herein referred to as "Client") and A.B. Dudley & Associates, Inc. (hereinafter referred to as "the Firm").

- **1. SCOPE OF SERVICES.** The Firm agrees to represent the Client before the Florida Legislature, to specifically assist the Client in the passage of appropriations.
- **2. TERM**. The term of this relationship shall commence on February 1, 2023 and end on June 30, 2023. Upon thirty (30) days written notice to the other, either party may terminate this agreement. In the event of termination by the Client, any unpaid fees or expenses due the Firm shall be payable through the effective date of termination.
- **3. FEES.** The Firm will provide the above-referenced professional services for a fee of \$35,000.00, payable in two payments: \$20,000.00 due upon receipt of this agreement and the final payment of \$15,000 due on March 15, 2023..
- **4. REPORTING.** The Firm will be available to meet or discuss the status of any activities undertaken on behalf of the Client.
- **5. INDEPENDENT CONTRACTOR.** The Firm and its employees, subcontractors and agents are independent contractors in the rendition of the services under this agreement and shall not hold itself out nor permit its employees, subcontractors or agents to hold themselves out, nor claim to be, officers or employees of Client.

# TOWN OF PALM BEACH SHORES MONTHLY FINANCIAL REPORT

Note: Budget Amount for FY2023 is presented WITHOUT the Roads Project (\$1.66M). This allows for a better comparison year to year. A separate report is presented for the Roads Project.

	C	CASH &			R E V E N U E					
	INVE	STMENTS			BUDGET		CURRENT	YE	AR TO DATE	% OF BUDGET
9/30/2022	\$	4,439,076		\$	6,138,456	\$	194,707	\$	6,349,812	103%
10/31/2022	\$	3,851,354		\$	5,929,708	\$	48,123	\$	48,123	1%
11/30/2022	\$	5,670,127		\$	6,033,030	\$	2,292,667	\$	2,340,790	39%
12/31/2023	\$	6,492,638		\$	6,033,030	\$	1,321,829	\$	3,662,619	61%
12/31/2022	\$	6,033,755		\$	5,609,398	\$	2,845,301	\$	3,720,804	66%
1/31/2023										
2/28/2023										
3/31/2023										
4/30/2023										
5/31/2023										
6/30/2023										
7/31/2023										
8/31/2023										
9/30/2023										

	EXPENDITURES										
		BUDGET	DISBURSEMENTS			ACCRUALS		CURRENT EXP		AR TO DATE	% OF BUDGET
9/30/2022	\$	6,138,456	\$	327,456	\$	111,343	\$	438,799	\$	5,788,214	94%
10/31/2022	\$	5,929,708	\$	717,313	\$	34,653	\$	751,966	\$	751,966	13%
11/30/2022	\$	6,033,030	\$	471,841	\$	(9,659)	\$	462,182	\$	1,214,148	20%
12/31/2023	\$	6,033,030	\$	504,555	\$	(18,472)	\$	486,083	\$	1,700,231	28%
12/31/2022	\$	5,609,398	\$	380,179	\$	47,452	\$	427,631	\$	1,398,095	25%
1/31/2023											
2/28/2023											
3/31/2023											
4/30/2023											
5/31/2023											
6/30/2023											
7/31/2023											
8/31/2023											
9/30/2023											

Budget Amendment #1 was approved at the November Commission meeting.

## Town of Palm Beach Shores Budget Summary Report

#### December 2022

								Dec Benchmark	25.0%
		BUDGET			YTD		Fa	vorable(Unfav)	%
REVENUE									
Revenue (without appr'd F/B)	\$	5,864,039.00		\$	3,662,619.39		\$	(2,201,419.61)	62.5%
Appropriated Fund Balance		1,828,991.00			-			(1,828,991.00)	0.0%
TOTAL REVENUE	\$	7,693,030.00		\$	3,662,619.39		\$	(4,030,410.61)	47.6%
EXPENDITURES BY DEPARTMENT	-	9	% of tota	al	9	6 of tot	al		
Administration	\$	429,508.00	6%	\$	95,242.21	6%	\$	334,265.79	22.2%
Legal	•	121,000.00	2%	•	18,990.00	1%	•	102,010.00	15.7%
Public Works		364,418.00	5%		100,452.91	6%		263,965.09	27.6%
Police		1,730,779.00	22%		577,250.62	34%		1,153,528.38	33.4%
Fire		736,608.00	10%		175,352.24	10%		561,255.76	23.8%
Building		261,537.00	3%		72,152.28	4%		189,384.72	27.6%
Emergency Disaster		-	0%		-	0%		-	0.0%
Solid Waste		241,525.00	3%		53,320.62	3%		188,204.38	22.1%
Legislative		30,213.00	0%		4,329.64	0%		25,883.36	14.3%
Streets/Storm Sewers		63,160.00	1%		18,097.40	1%		45,062.60	28.7%
Parks		180,029.00	2%		24,462.44	1%		155,566.56	13.6%
Beach		107,002.00	1%		25,752.20	2%		81,249.80	24.1%
Lift Stations/Sewer Service		42,525.00	1%		12,047.20	1%		30,477.80	28.3%
Contingencies		85,000.00	1%		-	0%		85,000.00	0.0%
Debt Service		495,855.00	6%		247,927.29	15%		247,927.71	50.0%
Emergency Medical Services		369,444.00	5%		88,607.94	5%		280,836.06	24.0%
Community Center		70,105.00	1%		9,765.81	1%		60,339.19	13.9%
Risk Management		116,000.00	2%		46,616.50	3%		69,383.50	40.2%
Capital		588,322.00	8%		108,186.68	6%		480,135.32	18.4%
Captial - Roads Project		1,660,000.00	22%		21,677.00	1%		1,638,323.00	1.3%
TOTAL EXPENDITURES	\$	7,693,030.00		\$	1,700,230.98		\$	5,992,799.02	22.1%
CHANGE IN FUND BALANCE		-			1,962,388.41			1,962,388.41	

#### **Explanation of Variances:**

Public Works - Overtime for in-house projects, unanticipated repairs to fuel tank (\$4,500), hurricane prep.

Police - timing, PBSO is paid in advance and 1 of 2 debt service payments was made on the LPR cameras.

Building Dept - timing of land development costs, high in November.

Streets/Storm Drains - This is timing on payments for the vulnerablity study.

Lift Stations - repairs & maintenance to generator and equipment at the lift stations.

Debt Service - one of two payments made.

Risk Management - two of four payments made on the main policy.

Check #	Туре	Date	Vendor	Name		ount
4142	С	12/1/2022	324	AC Enforcement, Inc.	\$	204.00
4143	C	12/1/2022	861	BrightView Landscape Services, Inc.	\$	3,638.54
4144	С	12/1/2022	13	City Maintenance Supply	\$	1,377.52
4145	С	12/1/2022	52	Comcast	\$	42.45
4146	С	12/1/2022	129	David Hansen	\$	80.00
4147	С	12/1/2022	708	Dilo Fire Alarms Inc	\$	294.51
4148	С	12/1/2022	863	Diversified Building Department Management	\$	6,426.25
4149	C	12/1/2022	999	FDOT	\$	6.18
4150	C	12/1/2022	844	Florida Roadway Signs, Inc.	\$	1,425.00
4151	C	12/1/2022	71	FL Power & Light	\$	3,142.62
4152	C	12/1/2022	812	Janet Kortenhaus	\$	104.23
4153	C	12/1/2022	129	Jennifer Farinas	\$	500.00
4154	C	12/1/2022	682	Meyers Turf LLC	\$	103.00
4155	C	12/1/2022	911	AT&T	\$	868.95
4156	C	12/1/2022	169	Quadient Leasing USA, Inc.	\$	211.68
					ب خ	
4157	C C	12/1/2022	831	Randy's Plumbing, LLC Schmidt Nichols	\$	285.00
4158		12/1/2022	516		\$	3,036.00
4159	C	12/1/2022	100	Toshiba Business Solutions	\$	383.11
4160	C	12/1/2022	978	Truist Bank	\$	1,554.26
4161	C	12/1/2022	104	Waste Management	\$	3,292.55
4162	C	12/9/2022	29	Alphagraphics of the Palm Beaches	\$	74.74
4163	C	12/9/2022	823	AT&T Mobility	\$	69.98
4164	С	12/9/2022	47	Board of County Commissioners	\$	1,338.65
4165	С	12/9/2022	32	City of Riviera Beach	\$	3,071.96
4166	С	12/9/2022	107	Davis & Associates, P.A.	\$	9,450.00
4167	С	12/9/2022	746	Essential Net Solutions	\$	1,422.49
4169	С	12/9/2022	917	Lancier Castro	\$	50.00
4170	С	12/9/2022	484	Shred-It, c/o Stericycle, Inc.	\$	258.16
4171	С	12/9/2022	881	South Central Planning & Development Commission	\$	260.42
4172	С	12/9/2022	99	Torcivia, Donlon, Goddeau and Ansay, PA	\$	195.00
4173	С	12/9/2022	100	Toshiba Business Solutions	\$	223.99
4174	C	12/9/2022	101	Verizon Wireless	\$	63.18
4175	C	12/9/2022	104	Waste Management	\$	15,143.08
4176	С	12/16/2022	922	Car-Comm, Inc.	\$	106.25
4177	С	12/16/2022	228	Channel Innovations Corp.	\$	865.34
4178	С	12/16/2022	13	City Maintenance Supply	\$	204.12
4180	С	12/16/2022	968	FIRE-TEC, Inc.	\$	232.20
4181	С	12/16/2022	991	Florida Technical Consultants LLC	\$	12,735.00
4182	С	12/16/2022	80	FL Public Utilities	\$	216.36
4183	С	12/16/2022	985	Global Power and AC	\$	669.00
4184	С	12/16/2022	89	Home Depot Credit Svcs	\$	2,132.28
4185	С	12/16/2022	90	Hulett Environmental Services	\$	522.00
4186	С	12/16/2022	659	Image Janitorial Services, Inc.	\$	2,050.00
4187	C	12/16/2022	129	Jennifer Schmidt	\$	50.00
4188	C	12/16/2022	129	Jonathan Figueroa		500.00
4189	C	12/16/2022	987	LocaliQ	\$	710.70
4190	C	12/16/2022	405	Nelson Lopez	\$ \$ \$	162.19
4191	C	12/16/2022	129	Maurice Thomas	\$	80.00
4191	C	12/16/2022	858	Palm Beach County Sheriff's Office	\$ \$	141,485.75
4193	С	12/16/2022	16	Palmdale Oil Company, Inc.	\$	815.75
4194	С	12/16/2022	196	Performance NAPA	ک	349.13
4195	С	12/16/2022	196	Performance NAPA	<b>&gt;</b>	121.33
4196	C	12/16/2022	911	AT&T	\$ \$ \$ \$	261.77
4197	C	12/16/2022	831	Randy's Plumbing, LLC	\$	795.00
4198	C	12/16/2022	836	RIPPrint, LLC	\$	58.00
4199	С	12/16/2022	129	Robert Donly	\$	160.00

#### Town of Palm Beach Shores Disbursements - December 2022

Check #	Type	Date	Vendor	Name	Am	ount
4200	С	12/16/2022	979	TAW	\$	2,928.00
4201	С	12/16/2022	592	Trevor Steedman	\$	81.46
4202	С	12/16/2022	131	WEX BANK	\$	805.94
4203	С	12/16/2022	786	Zach's Dive Service	\$	920.00
4204	С	12/21/2022	861	BrightView Landscape Services, Inc.	\$	3,638.54
4205	С	12/21/2022	75	FL Municipal Insurance Trust	\$	31,355.50
4206	С	12/21/2022	71	FL Power & Light	\$	2,722.04
4207	С	12/21/2022	985	Global Power and AC	\$	978.00
4208	С	12/21/2022	676	Guardian	\$	639.51
4209	С	12/21/2022	535	Humana Insurance	\$	83.44
4210	С	12/21/2022	679	Keehn Emergency Medical Services, Inc	\$	1,500.00
4211	С	12/21/2022	95	Lowes	\$	214.00
4212	С	12/21/2022	879	Orlando Rodriguez	\$	561.53
4213	С	12/21/2022	1002	Premier Medical Distrubution	\$	157.40
4214	С	12/21/2022	821	Robert Villagomez	\$	90.00
4215	С	12/21/2022	516	Schmidt Nichols	\$	1,650.00
4216	С	12/21/2022	375	Simmons & White, Inc.	\$	1,610.00
4217	С	12/21/2022	375	Simmons & White, Inc.	\$	1,120.00
4218	С	12/21/2022	887	Standard Insurance Co	\$	342.53
4219	С	12/21/2022	1001	Tilers Pride LLC	\$	4,600.00
4220	С	12/21/2022	104	Waste Management	\$	3,309.15
4221	С	12/21/2022	142	Xylem Water Solutions USA, Inc.	\$	21,576.57
4222	С	12/29/2022	52	Comcast	\$	15.95
4223	С	12/29/2022	997	Engenuity Group	\$	23,301.00
4224	С	12/29/2022	659	Image Janitorial Services, Inc.	\$	860.00
4225	С	12/29/2022	917	Lancier Castro	\$	374.49
4226	С	12/29/2022	990	MECO	\$	8,998.00
4227	С	12/29/2022	911	AT&T	\$	868.06
4228	С	12/29/2022	100	Toshiba Business Solutions	\$	373.18
4229	С	12/29/2022	100	Toshiba Business Solutions	\$	210.42
4230	С	12/29/2022	592	Trevor Steedman	\$ \$	99.42
4231	С	12/29/2022	978	Truist Bank	\$	6,118.22
ADP, LLC	Ε	12/23/2022	697	ADP, LLC	\$	358.65
ADP Taxes	Ε	12/2/2022		ADP Taxes	\$	9,263.44
ADP Taxes	Ε	12/16/2022		ADP Taxes	\$	8,835.71
ADP Taxes	Ε	12/30/2022		ADP Taxes	\$	8,539.96
ADP Wages	Ε	12/2/2022		ADP Wages	\$	27,814.05
ADP Wages	Ε	12/16/2022		ADP Wages	\$	26,277.53
ADP Wages	Ε	12/30/2022		ADP Wages	\$	26,095.39
Blue Cross Blue Shield of	Ε	12/29/2022	127	Blue Cross Blue Shield of Florida, Inc.	\$	14,734.28
FRS	Ε	12/5/2022	172	FRS	\$	14,758.01
KS State Bank	Ε	12/15/2022		KS State Bank	\$	21,896.00
					\$	504,555.04

General Fund	\$ 504,555.04
Underground Utilities Fund	\$ -
Total	\$ 504,555.04

#### Town of Palm Beach Shores Roads Project FY2023

Description	Budget	As c	of 12/31/22
Streets Assessment Report	\$ 10,000	\$	-
Streets Engineering Survey	\$ 50,000	\$	21,677
Milling/Repaving/Restriping/Curbs	\$ 1,600,000	\$	
Total	\$ 1,660,000	\$	21,677

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

	Electric	Water	Gas	Total
	FPL	Riviera Beach	FPU	
Oct-22	20,596.15	7,984.92	2,922.70	31,503.77
Nov-22	19,150.30	8,855.06	3,309.70	31,315.06
Dec-22				
Jan-23				
Feb-23				
Mar-23				
Apr-23				
May-23				
Jun-23				
Jul-23				
Aug-23				
Sep-23				
YTD Total	39,746.45	16,839.98	6,232.40	62,818.83
Budget FY2023	220,000.00	105,000.00	28,000.00	353,000.00
% budget	18%	16%	22%	18%

#### 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

#### Current Year Receipts:

Date of Receipt	Period	
11/28/2022	October 2022	\$ 8,317.76
12/23/2022	November 2022	\$ 8,669.80

Total current year receipts	\$ 16,987.56
rotal carrent year receipts	7 10,507.50

#### **Current Year Expenditures:**

\$

## Town of Palm Beach Shores Building Department

		uilding		uilding	Net			ımulative
-	F	Permits	De	partment	Building		١	let Bldg
10/31/2022	\$	5,815	\$	14,289	\$	(8,474)	\$	(8,474)
11/30/2022	\$	24,749	\$	35,108	\$	(10,360)	\$	(18,833)
12/31/2022	\$	7,780	\$	22,755	\$	(14,975)	\$	(33,808)
1/31/2023								
2/28/2023								
3/31/2023								
4/30/2023								
5/31/2023								
6/30/2023								
7/31/2023								
8/31/2023								
9/30/2023								
	\$	38,344	\$	72,152	\$	(33,808)		
Other related	rev	enues:						
Bldg Perm	it St	ate Surch	arge	9	\$	961		
Fire Inspec	ire Inspection Fees \$ 3					350		
Reinspecti	ection Fees				\$	26		
Code Enf A	Code Enf Admin Cost Reimb					224		
Site Plan /	Site Plan / Variance Fees							
Land Deve	Land Development Costs				\$ \$ \$	9,118		
Town Code	e & (	Ordinance	nance Fines			-		
Net Buildir	ng				\$	(22,079)		

#### Town of Palm Beach Shores Underground Utilities as of 12/31/22

The projection for AT&T reflects no charge for Phase 2. Also, the projection for Project Mmgt/Admin includes the approved supplemental wages for the Public Works Director.

		COST	TOTAL Remaining		PROJE			CTED	
	ES	STIMATE	а	s of 12/31/22	Costs		Cost		Variance
Other Financing Sources:									
Loan Proceeds	\$ 6	5,000,000	\$	6,000,000.00	\$ -	\$	6,000,000.00	\$	-
Expenditures:									
Survey	\$	38,000	\$	65,762.50	\$ -	\$	65,762.50	\$	(27,762.50)
Legal	\$	4,000	\$	3,150.00	\$ -	\$	3,150.00	\$	850.00
Project Mgmt/Admin	\$	80,000	\$	95,572.09	\$ -	\$	95,572.09	\$	(15,572.09)
Construction - Viking	\$ 4	,336,460	\$	4,343,654.00	\$ -	\$	4,343,654.00	\$	(7,194.00)
Construction - Comcast	\$	250,000	\$	528,340.73	\$ -	\$	528,340.73	\$	(278,340.73)
Construction - AT&T	\$	450,000	\$	291,994.13	\$ 133,005.87	\$	425,000.00	\$	25,000.00
Construction - FPL	\$	254,386	\$	254,386.00	\$ -	\$	254,386.00	\$	-
Landscape Restoration	\$	16,300	\$	9,584.51	\$ 6,715.49	\$	16,300.00	\$	-
Loan Acquisition	\$	23,000	\$	22,508.00	\$ -	\$	22,508.00	\$	492.00
Contingency	\$	547,854	\$	-	\$ -	\$	-	\$	547,854.00
Total expenditures	\$6	5,000,000	\$	5,614,951.96	\$ 139,721.36	\$	5,754,673.32	\$	245,326.68
Net Change in Fund Balance	\$	-	\$	385,048.04	\$ (139,721.36)	\$	245,326.68	\$	245,326.68

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

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

AT&T Phase 2 is underway.

#### Town of Palm Beach Shores Dredging Project as of 12/31/2022

	F	Y2022	FY2023
Cash	\$	-	\$ -
Revenue:  Donations	\$	15,000	\$ -
Expenditures: Professional Services	\$	15,000	\$ -
Revenue over expenditures	\$	-	\$ -

# PALM BEACH COUNTY SHERIFF'S OFFICE

RIC L. BRADSHAW, SHERIFF





<u>December 2022 Commission report with stats from November 2022</u>
Sergeant Steven Langevin
Commander District 20/Town of Palm Beach Shores

#### **Arrests**

No arrests were made in the month of December. In the first part of January our deputies arrested two individuals for Loitering and prowling. Deputies using the town camera feed streaming to the patrol car observed two individuals looking into parked cars.

Deputies approached the subjects and after an investigation arrested the two juveniles for loitering and prowling and released to their parents with a notice to appear. A follow up investigation by day shift resulted in the charges being upgraded to burglary to an unoccupied vehicle. The car doors were left unlocked and items were removed from the car.

Our deputies, assisted by many other PBSO deputies to include Marine and aviation units along with the US Border patrol arrived on the beach area at 31 Ocean avenue in reports of possible illegal alien entry.

When deputies arrived they initially found one pregnant female and 2 small children, EMS arrived to care for them as the weather was extremely cold. 911 received multiple phone calls from residents regarding persons running through the area.

In all 22 individuals were detained by the US Border patrol and transported off the Island.

#### PAGE 1

#### Miscellaneous:

Town deputies along with 8 deputies from the crime prevention until assisted with the annual Marriott Reindeer run to benefit the Children's Family Network. No issues were reported.

Deputies have been and will be attending all town Holiday events.

This past year many of our deputies have received various commendations. However, Deputy Brandi Claytons award stands out for the medal she received from Sheriff Bradshaw. In June of last year, I put DS Clayton in for a commendation for her actions taken during an armed conflict with a man at an area monthly motel. The man armed with a knife refused to be taken into custody, various less than lethal devices were used, after a 11-hour standoff the subject eventually allowed deputies to take him into custody after Deputy Clayton was able to ally his fears and disarm him.

The commendation for the month was elevated to one of a very few to be selected for a medal by Sheriff Bradshaw. Our deputies do a many outstanding events that draw little attention on a daily basis, the greatest of which is the protection of our residents and visitors.

Statistics follow

#### **ENDS**



## **December - 2022 - Monthly Strategic Report**

CAD Calls	<b>Monthly Totals</b>
Business / Residence Checks (Self-Initiated)	3793
Traffic Stops (Self-Initiated)	17
Calls for Service (Excluding 1050's & 1061's)	162
All CAD Calls - Total	3972

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 3972 generated calls within the district. 96% of these calls were self-initiated.

### Data below represents Traffic Activity conducted by D20 Deputies

Data Source: D20 Office Staff

Total	Total	Parking
Citations	Warnings	Citations
1	20	1

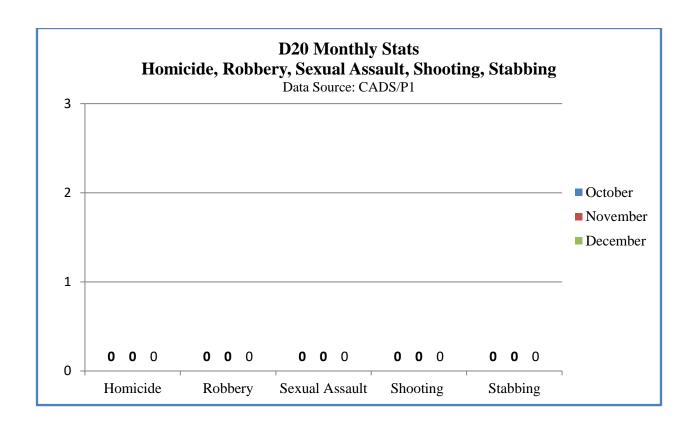
### **Arrest and NTA Statistics**

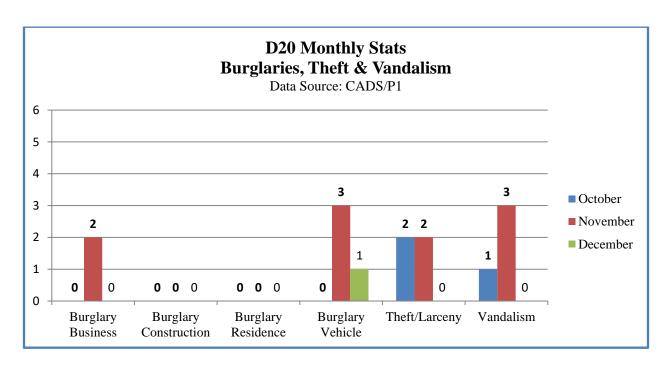
# Arrest Data Arrests & Notice to Appear (NTA) within District 20 Total Count - 0

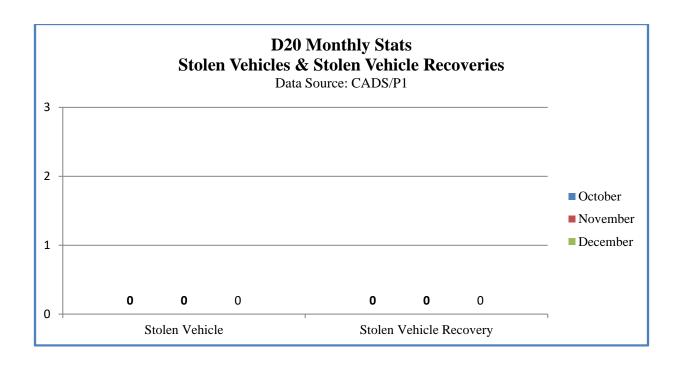
Data Source: CADS/Premier 1

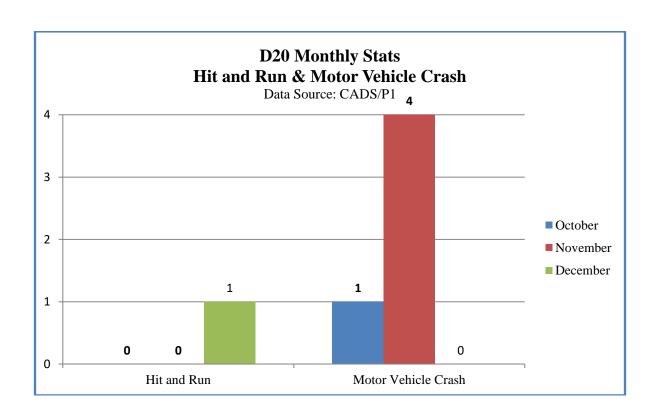
### **DATA ANALYSIS**

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







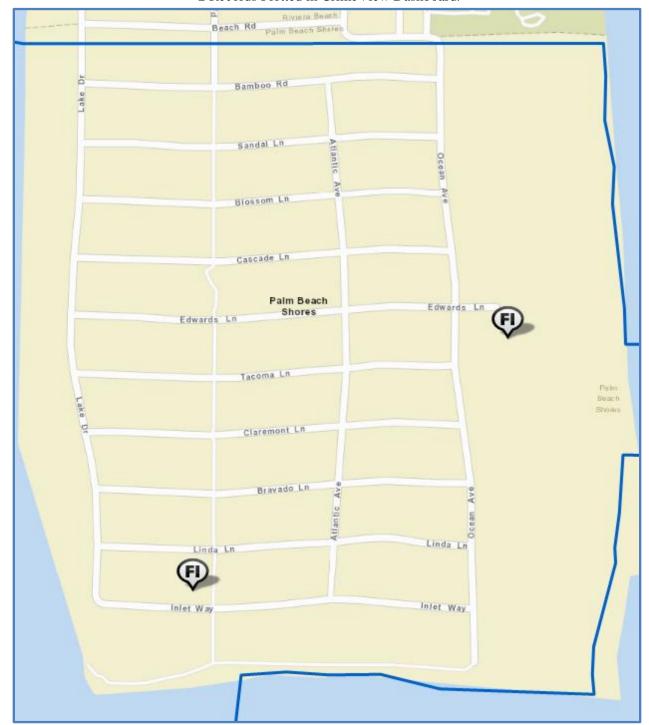


### District 20 Map of Activity Data: Source: CrimeView Dashboard





**FIR MAP**2 Records Plotted in CrimeView Dashboard.



### (4) Conducted per the FIR Track system.

Note: This # could change due to FIR's being inputted into system after search was conducted. \*NOTE: Two of the FIRs reported on FIR Track are not mapped within District 20.



# Palm Beach County Sheriff's Office CAU Data Form Report

District: 20

		Weekly				Monthly				Quarterly				Annual							
	Crime	12/19/22 12/25/22	7 7		+/-	Percent Change	Nov 2022	Dec 2022		+/-	Percent Change	3rd Qtr 2022	4th Qtr 2022		+/-	Percent Change	2021	2022		+/-	Percent Change
Person	Homicide	0	0	-	0	N/C	0	0		0	N/C	0	0	-	0	N/C	1	0		-1	-100%
	Robbery	0	0	-	0	N/C	0	0		0	N/C	0	0	-	0	N/C	0	1		1	INC
	Sexual Assault	0	0	-	0	N/C	0	0		0	N/C	0	0	-	0	N/C	0	0		0	N/C
	Shooting	0	0	-	0	N/C	0	0		0	N/C	1	0	▼	-1	-100%	0	1		1	INC
	Stabbing	0	0	-	0	N/C	0	0		0	N/C	0	0	-	0	N/C	0	0		0	N/C
	Burglary Business	0	0	Н	0	N/C	2	0	$\blacksquare$	-2	-100%	1	2		1	100%	0	3		3	INC
	Burglary Construction	0	0	-	0	N/C	0	0		0	N/C	0	0	-	0	N/C	0	0		0	N/C
	Burglary Residential	0	0		0	N/C	0	0		0	N/C	5	0	lacksquare	-5	-100%	6	6	-	0	N/C
Property	Burglary Vehicle	0	0		0	N/C	3	1		-2	-67%	1	4		3	300%	12	10		-2	-17%
Prop	Larceny	0	0	-	0	N/C	2	0		-2	-100%	3	4		1	33%	21	13	•	-8	-38%
	Stolen Vehicle	0	0	-	0	N/C	0	0		0	N/C	0	0	-	0	N/C	1	0		-1	-100%
	Stolen Vehicle Recovery	0	0	-	0	N/C	0	0		0	N/C	0	0	-	0	N/C	1	1		0	N/C
	Vandalism	0	0		0	N/C	3	0		-3	-100%	0	4		4	INC	10	7		-3	-30%
	Arrests and NTAs	0	0		0	N/C	5	0	$\blacksquare$	-5	-100%	8	6	▼	-2	-25%	15	22		7	47%
<b>6</b>	Traffic Crashes (3's & 4's)	0	0	-	0	N/C	4	1	▼	-3	-75%	7	6	▼	-1	-14%	21	25		4	19%
Statistics	Total CAD Incidents	971	809	▼	-162	-17%	3,115	3,972		857	28%	10,533	10,029	▼	-504	-5%	45,984	43,930	▼	-2054	-4%
Stati	Traffic Stop (1050)	0	0	-	0	N/C	31	17	▼	-14	-45%	131	93	▼	-38	-29%	457	501		44	10%
0,	Business/Residence (1061)	942	774	▼	-168	-18%	2,915	3,793		878	30%	9,897	9,461	▼	-436	-4%	43,472	41,143	▼	-2329	-5%
	CAD Inc.(less 1050 & 1061)	29	35		6	21%	169	162	$\blacksquare$	-7	-4%	505	475	▼	-30	-6%	2,055	2,286		231	11%
	Total FIR's	0	1		1	INC	9	4	$\blacksquare$	-5	-56 %	25	19	▼	-6	-24 %	99	62	▼	-37	-37 %
품	Gang FIR's	0	0	-	0	N/C	0	0		0	N/C	0	0	-	0	N/C	1	0		-1	-100 %
正	Truant FIR's	0	0		0	N/C	0	0		0	N/C	0	0		0	N/C	0	0		0	N/C
	FIR's (Less truant & gang)	0	1		1	INC	9	4	▼	-5	-56 %	25	19	▼	-6	-24 %	98	62	•	-36	-37 %

The information in this report is based on beats within the district. Miscellaneous incident type codes: PPI,RED,REPO,RMS, TEST and WEL are excluded from the total collected from the FIR track application. This report is dynamic and subject to change.



### **DEPARTMENT OF EMERGENCY SERVICES**

09 December 2022 - 19 January 2023

**TO:** Mayor Alan Fiers

**Town Commissioners** 

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

**DATE:** 19 January 2023

### **OPERATIONS**

### **FIRE DEPARTMENT**

### COMMUNITY RISK REDUCTION (CRR) INITIATIVES

- o Fire / Life Safety Inspections and Fire Protection Systems Plans Review
  - Fire Chief and our assigned representative from *CAP Government* converse regularly regarding existing multi-family / commercial structures and buildings under construction. Addressing fire suppression tie-in lines along Lake Drive and Inlet in relation to the Riviera Beach Utilities water main replacement project.
- Hydrant Inspection Program (Monthly) Performed by PBSFD
  - Hydrant at Edwards & Atlantic is out of service
- o Special Secondary Certificate of Public Convenience & Necessity (COPCN)
  - Provide immediate Advanced Life Support (ALS) service for Palm Beach Shores. Options are currently being explored. Update given at January Commission Workshop.
- Community CPR & AED Coordinating with POA to present the opportunity in conjunction with POA meetings over the winter months.
- o 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.



### **DEPARTMENT OF EMERGENCY SERVICES**

### 09 December 2022 – 19 January 2023

- 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.
- o 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. Coordinating with POA to present the opportunity in conjunction with POA meetings over the winter months.
- o *Code X-Ray Placard Program* Identifies Unsafe/Unstable/Vacant buildings.
  - 123 Ocean Avenue Sea Spray

#### STAFFING

- Career Staff. One part-time vacancy. Testing / Hiring process scheduled for February 2023
- Volunteer Staff
  - Recruitment and Retention efforts remain a priority. The entry versus attrition rate (predominantly due to full-time employment opportunities with other area departments) remains constant. There are 43 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
  - Officer Development & Command School planned for Spring 2023



### DEPARTMENT OF EMERGENCY SERVICES

09 December 2022 – 19 January 2023

#### FLEET DEPLOYMENT & MAINTENANCE

- All units in service at the time of this report
- Beach/Water Rescue/Special Events UTV Funded through previous donation from the Fleming Family Foundation. Operator qualification and safety training is continuing.

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

### **OCEAN RESCUE**

### GEAR & EQUIPMENT

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

### **BEACH & WATER CONDITIONS**

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

### **OFFICE OF EMERGENCY MANAGEMENT**

### Comprehensive Emergency Operations Plan (CEOP): - Ongoing

o Purpose and Scope: Update/Create CEOP for the Town of Palm Beach Shores



#### DEPARTMENT OF EMERGENCY SERVICES

### 09 December 2022 – 19 January 2023

- 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

- O 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.
- o Identify and address any potential critical points of failure.

### 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.



### **DEPARTMENT OF EMERGENCY SERVICES**

09 December 2022 - 19 January 2023

### **Calls for Service Activity**

	TOTAL CALLS FOR SERVICE	36						
		Fire-Related: 06 EMS-Related: 30						
FIRE / EMS	LAST REPORTING PERIOD	45						
(December 2022)		Fire-Related: 15 EMS-Related: 30						
	PRECENTAGE OF	Total: ↓ 20 %						
	INCREASE / DECREASE	Fire - Related: $\downarrow$ 60 % EMS - Related: Unchanged						

	Rescue Report	Rescues: 00 Assists: 00 Vessel Assists: 00						
OCEAN RESCUE	Prevention & Education	Contacts: 337						
(December 2022)	Beach Usage	Guarded Area: 8,775 Total: 23,725 Inlet: 18,950						
	First Aid Provided	Occurrences (Minor): 60						

### **Formal Training & Continuing Education Summary**

DATE TIME LOCATION			ТҮРЕ			NATURE	STAFFING	NOTES			
			FIRE	RESCUE	EMS						
10 Jan 2023	18:00	PBGFR Training Center	X	X		Hi-Rise Firefighting	15	Hands-On			
17 Jan 2023	18:00 PBGFR Training Center		X	X		Hi-Rise Firefighting	12	Hands-On			
Formal Training Drills -02											
	2023 17 Jan	2023 17 Jan 18:00	2023 Center  17 Jan 2023 PBGFR Training	10 Jan 2023 18:00 PBGFR Training X Center 17 Jan 2023 Center X Center F	10 Jan 2023 PBGFR Training X X X Center Solution Center Solution Center Forma  Forma Personi	10 Jan 2023 PBGFR Training X X Center  17 Jan 2023 PBGFR Training X X Center  Formal Trai  Personnel Pa	10 Jan 2023 PBGFR Training X X Hi-Rise Firefighting Center  17 Jan 2023 Center X X Hi-Rise Firefighting Center	10 Jan 2023			



### **Public Works Department**

### Monthly Status Report January 2023

### **Community Center:**

- 1. The Project concerning the Kitchen Remodel on the 2<sup>nd</sup> floor is on hold due to further discussions.
- 2. The Men and Women's 1<sup>st</sup> floor bathroom remodel project was completed on Thursday, January 5. 2023.
- 3. The projects listed is funded through the approved Donations.

### **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. This project will be performed by the Public Works Staff.
- 2. Scheduling to pressure wash the Parkway sidewalk, bricks, and park benches.
- 3. Scheduling to convert all the Irrigation mechanical time clock controllers and zone valves to digital located along the Parkway. There is a total of 5 stations to be converted. This will improve water consumption and maintenance costs. The work will be completed by the Public Works Department staff.
- 4. Renovations required to the Parkway Fountain, new plumbing, electrical, stucco repairs, and Painting. Project still ongoing due to waiting on materials and additional projects as assigned.
- 5. The projects listed is funded through the approved general and capital budget.

#### **Streets:**

1. Performed Maintenance and Inspection on **Wednesday, January 4, 2023**, on the Lake Drive and Bamboo Road Tidal Valve. The integrity and operation of the Tidal Valve During Hurricane Nicole was compromised and failed allowing salt water to overflow out of the streets storm grates and flooding the streets intersection of Lake Drive and Bamboo Road. The representative from Walpro Valves was onsite with his dive team to inspect the valve and to determine the possible failure of the mechanism. Waiting for SHENANDOAH, the contractor who installed the valve to schedule an inspection to move forward with a possible cause of the valve failing during Hurricane Nichole and present a solution.

- 2. Scheduling to repair the Sewer Manhole spacer ring to secure the Manhole Lid located on Linda Lane in the 300 block. The repairs are required due to Heavy Traffic and Road surface change. Waiting for contractors' availability.
- 3. The Street Light Located in the 200 block of Tacoma Lane was struct by a vehicle causing damage beyond repairs the Street Light will require replacement. I am in contact With Electrical Contractor CR Dunn to locate a similar Street Light Pole for Installation. This is the second Street Light Pole requiring replacement in the 200 block of Tacoma Lane on the South side of the street due to vehicle damage. The proceedings to locate an electrical contractor to assist with locating the new street light poles and to install the poles has been a challenge. We will continue our search to find a contractor who will assist with the street light pole project.
- 4. The projects listed is funded through the approved general budget.

### **Lift Stations:**

- 1. Scheduling to reline the streets sewer manholes in various locations. Waiting on contractors' availability.
- 2. The projects listed is funded through the approved general and capital budget.

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

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

### Capital Projects For 2021-2022:

- 1. Community Center Replace 1st floor fireproof metal doors: Public Works Repaired.
- 2. Community Center Replace 2<sup>nd</sup> floor east balcony awning: Completed / Contractor.
- 3. Paint Exterior of Town Hall, Police, and Fire Bay: Public Works performed the work. Town Hall is completed. Police and Fire Bay is completed.
- 4. Town Hall new Fire Alarm monitoring system: Receiving Estimates / Contractor.
- 5. Inlet Park, Parkway, Beach, and town streets replace concrete trash cans: Has been Delivered
- 6. Inlet Park and Beach replace concrete benches: Benches Installed.
- 7. Streets New Storm grates and concrete aprons: In progress / Public Works to perform the work. Storm Grates are installed.
- 8. Lift station #01 Lake Drive replace wet well riser pipes and pump base plates: Contractor / Completed Project.

### **Training / Certificates:**

- 1. Continuing Education in Florida Stormwater Erosion and Sedimentation Control. No cost to the Town
- **2.** OSHA'S Model Training Program for multiple certifications & continuing education credits. No cost to the Town.
- **3.** Safety Meeting scheduled for Tuesday, January 3, 2023, Public Works Safety Officer (Public Works Director).

4. Lift Stations Pumps and Valves training by PSI Technologies. No cost to the Town.

### **Updates:**

- 1. AT&T Project.
- 2. Watermain Project.
- 3. Beach Bathrooms Renovations.
- 4. Hurricane Nichole Inlet Park Restoration.

### TOWN CLERK'S REPORT

### **December 2022 Statistics**

January 23, 2023, Commission Meeting

December 2022: Total Permits issued: 12 Total Permit Fees Paid: \$ 7780.41								
Reminder: Working without a permit will result in a stop work order and a charge of 4 times the permit fee. Unsure if you need a permit, call the Building Department, and we'll be glad to help you.								
The following is a count of properties that had Code Enforcement violations from December 8, 2022 – January 18, 2023 Code Violation: Sec. 18-329. – Property Maintenance. 1 Closed. 2 Open. 100 Edwards Ln; 123 Ocean Ave								
Code Violation: Sec. 14-106. Florida Building Code (Structural Engineering Report for the condition of the building) 0 Closed. 1 Open. 220 Inlet Way; 320 Inlet Way								
Code Violation: Sec. 14-106. Florida Building Code (Work without a permit) 2 Closed. 2 Open 33 Ocean Ave; 115 Bamboo Rd								
Code Violation: Sec. 78-79 Landscaping Maintenance 1 Closed 0 Open								
Code Violation: Sec. 42-41. Noise Disturbances. 1 Closed. 0 Open.								
Code Violation: Sec. 70-82. – Boat trailer in driveway/parking lot. 2 Closed. 0 Open.								
Code Violation: Sec. 18-16. Business Tax Receipt/ Certificate of Use 2 Closed 4 Open 145 Ocean Ave; 115 Bravado Ln; 115 sandal Ln; 115 Linda Ln								
Code Violation: Sec 70-75. Prohibited vehicle 1 Closed 0 Open.								
Code Violation: Sec 58-53 Temporary Signage 1 Closed 0 Open								
Total Amount of Cases created that are closed from 12/8/2022 – 1/18/2023: 9								
Total Amount of Cases created that are still open from 12/8/2023 – 1/18/2023: 8								
Total count of Cases 11/8/2022 – 1/18/2023: 17 Special Magistrate:								
220 Inlet Way Status/Fine Assessment Hearing								
<ul> <li>Meetings:</li> <li>January 23, 2023, Commission Meeting at 7 pm</li> <li>January 25, 2022 P&amp;Z Meeting, LPA, and Surtax Overview Committee at 6:30 pm Reminder: Vehicle Beach Stickers: one per vehicle, you must be a resident, you must have a vehicle to assign the sticker too. You must provide your tag number, we verify your address through the Property Appraiser's Office or your Landlord (lease). When paying with cash, please bring small bills with you. Check and Cards are acceptable also.</li> </ul>								