

Monday, June 27, 2022, 7 pm
Regular Commission Meeting Agenda



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

Mayor Alan Fiers
Vice Mayor Scott McCrannels

Commissioner Tracy Larcher
Commissioner Janet Kortenhaus
Commissioner Brian Tyler

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

PLEASE NOTE: THIS MEETING MAY BE CONDUCTED USING COMMUNICATION MEDIA TECHNOLOGY
Join information

Meeting link: **Join information**

<https://townofpalmbeachshores.my.webex.com/townofpalmbeachshores.my/j.php?MTID=mdecf8e46e7f487f2427b077fe66b4696> Meeting number: 2630 935 2003 Password: 0627

Join by phone +1-408-418-9388 United States Toll Access code: 2630 935 2003

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, May 23, 2022
- b) Special Magistrate

4) PRESENTATION

Audited Financial Statements for the year ending September 20, 2021- Terry Morton, CPA, Nowlen, Holt & Miner, PA

5) DEPARTMENT AND BOARD REPORTS

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

6) COMMISSION REPORTS

7) OTHER BUSINESS

- Vote: Waste Management Contract Extension
- Consider adding Juneteenth as a Town Holiday

8) RESOLUTIONS:

RESOLUTION NO. R-8-22

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, FILLING A VACANCY IN THE RECENTLY CREATED AD HOC COMMITTEE ON INLET PARK ENCROACHMENTS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

9) ORDINANCES:

First Reading: **ORDINANCE NO O-04-22**

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 ALLOW THE REQUIRED PALM TREES PLANTED IN THE 10' TOWN STRIP TO BE PLANTED AT DISTANCES FROM THE EDGE OF PAVEMENT TO AVOID DRAINAGE AND UNDERGROUND UTILITY CONFLICTS AND TO REMOVE COCONUT PALMS FROM THE LIST OF APPROVED PALMS TO BE PLANTED IN THE 10' TOWN STRIP, AND FOR MULTI-STORY STRUCTURES IN ALL ZONING DISTRICTS, TO REQUIRE ADDITIONAL LANDSCAPING TO BE PLACED AT FIFTEEN FOOT INTERVALS AGAINST LONGER EXPANSES OF BUILDING WALLS WITH LITTLE ARCHITECTURAL DETAIL TO BREAK UP THE WALLS; 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.

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

11) ADJOURNMENT

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

Monday, May 23, 2022, 7:00 pm.
Regular Commission Meeting.



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

Mayor Alan Fiers
Vice Mayor Scott McCranels

Commissioner Tracy Larcher
Commissioner Janet Kortenhaus
Commissioner Brian Tyler

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

Minutes

CALL TO ORDER

Mayor Fiers called the meeting to order at 7:00 pm.

Pledge of Allegiance.

Roll Call: Town Clerk Jude Goudreau called the roll, and those present were Mayor Alan Fiers, Vice Mayor Scott McCranels, Commissioner Janet Kortenhaus, Commissioner Tracy Larcher, Commissioner Brian Tyler (via Webex), and Town Administrator Wendy Wells.

Also in attendance were: PBSO Sgt. Steve Langevin, PBSO Major Martino, Fire Chief Trevor Steedman, Public Works Director Alan Welch, and Town Attorney Keith Davis.

APPROVAL OF MEETING AGENDA

Town Administrator Wendy Wells asked to strike an item under Other Business, Vote to approve Opioid settlement agreements; this item was not ready to be heard.

Motion: Commissioner Janet Kortenhaus made a motion to approve the Meeting agenda as amended.

Second: Vice Mayor Scott McCranels seconded the Motion.

Vote: Motion passed unanimously.

APPROVAL OF CONSENT AGENDA

Commission Meeting Minutes, April 25, 2022

Agreement with Phillips and Jordan for Hurricane/Disaster Debris removal and renewal of SWA.

Special Events Permit Number 22-05 Requested by Sailfish Marina for a Fishing Tournament on June 23-25th with approximately 300 participants. Fees have been paid, and Insurance has been provided.

Motion: Vice Mayor Scott McCranels made a motion to approve the Consent Agenda.

Second: Commissioner Tracy Larcher seconded the Motion.

Vote: Motion passed unanimously.

DEPARTMENT AND BOARD REPORTS

Financial Reports: Town Administrator Wendy Wells presented the Monthly Financial Report for the Month of April. Mrs. Wells answered the Commissioner's questions.

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

Second: Vice Mayor Scott McCranels seconded the Motion.

Vote: Motion passed unanimously.

a) Staff Reports:

- **Sheriff's Department:** PBSO Major Martino was present and said all is going well with the four cities he oversees. Palm Beach Shores has the lowest crime for this region. Major Martino announced that he would not be retiring in December as planned; he is planning on staying for three more years. Sgt. Langevin gave a recap of his written report and provided crime statistics for the month and brief descriptions of the crimes. He also updated everyone on the recent two-day training on their new firearms, and they have all participated in crisis intervention training. Sgt. Langevin and Town Representative Elizabeth Kuechenmeister attended the Quarterly Citizens Advisory Board Meeting along with the Major, Colonel, and all the North County Captains. Sgt. Langevin also recapped last month's boating accident and Easter Egg Hunt.
- **Fire Department:** Chief Steedman provided details of the monthly statistics; call volume is up 13% due to the incidents that Sgt. Langevin mentioned. The Chief said there was a recent news article with unflattering Covid reports stating the numbers are up; it's unsure where the numbers are coming from; the statistic shows that only 4% of the case result in hospitalization. Chief Steedman thanked Sandi, the Mayor, and staff members for sharing a recent article regarding a food truck explosion. The Chief said this alone is why we are so diligent on the safety when allowing them in Town. Chief Steedman also provided an update on the sale of the Fire Engine and delivery of the new one.
 - **Public Works:** Director Welch thanked the residents for their help and support on the recent tree trimming project, everyone took extra precautions on the parkway, and he appreciated the effort. Director Alan Welch updated the following tasks: Tree Trimming, Town Hall and Community Center Painting, and the Community Center Floor. Mr. Welch updated the AT&T project, and street storm drains swales. Upcoming projects will include coating the flat roof on the Town Hall Building, replacing the metal doors at the Community Center; the awnings at the Community Center, finishing the painting project at the PD and FD building; replacing the concrete trash cans and park benches throughout the Town. The Iguana Extermination program is underway and seems to be successful so far; 33 Iguanas have been eliminated thus far. See Mr. Welch's monthly report for complete details.
- **Town Clerk:** No Report.
- **Planning and Zoning Chairman:** Jerald Cohn, Chairman of the Planning and Zoning Board, said that at the April meeting, he was nominated as Chairman, Tim Blash as Vice-Chair, and Members Tony Lembo, Kevin Banks, and Steve Smith were all reappointed. At the meeting, the Board unanimously recommends Ordinance O-2-22 and O-3-22 before the Commission tonight, second reading. The Board also recommends Ordinance O-4-22 before Commission for first reading.
- **Town Attorney:** No Report

COMMISSION REPORTS

Mayor's Updates:

- Mayor Fiers said the Port is currently going through a reevaluation of operations to expand and improve the functionality of the Port and perhaps put in an inland port someplace near the Glades. They're trying to use the existing property and move buildings around to make it more efficient. They are having focus meetings and seeking public opinions. The project will not have an impact on the Town.

OTHER BUSINESS

Presentation: Redevelopment at 123 Ocean Drive, by Developers and Owner.

Charles Millar, Senior Project Manager for the Atwell Group, presented a PowerPoint presentation (attached to these minutes) of a proposed development plan and rendering of the building. The company is looking for direction from the Town before finalizing any plans and before submitting a formal application for review. The proposed development would include renovating the adjacent Town Parking lot including new bathrooms, new beach equipment storage, new landscaping, new lighting fixtures, parking stalls, and preserving existing dunes and vegetation. The plan includes demolition of the existing building elimination of on-street parking, and a rooftop pool with landscaping, not to exceed the height restrictions. Mr. Millar answered the Commissioner's and Public's questions. Attorney Keith Davis informed Commission that any comments made are not to be misconstrued as a formal decision and are subject to formal reviews by the boards. By Consensus Commission agreed that the project should move forward and go to the DRC and P&Z Boards for consideration.

RESOLUTIONS:

Resolution: R-7-22

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, CREATING AN AD HOC COMMITTEE ON INLET PARK ENCROACHMENTS; PROVIDING FOR COMMITTEE COMPOSITION, AUTHORITY & RESPONSIBILITIES; PROVIDING FOR COMPLIANCE WITH LAWS; PROVIDING FOR SUNSET OF SAID COMMITTEE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Discussion: Keith Davis read the Resolution by title and gave a brief description. The Resolution was created based on recommendations at the last workshop to form a committee of citizens to look at the continual issues on the Inlet Encroachments at the Anchorage. Commissioner Larcher presented additional language for the Resolution (attached to these minutes). Attorney Davis will amend the Resolution. After a lengthy discussion Commission nominated the following to the Ad Hoc Committee: Steve Barrow, Dodi Glas, Paul Siviletti, Bob Stanton, and Grace Sterritt.

Motion: Commissioner Tyler made a motion to approve the Resolution as amended by Commissioner Larcher.

Second: Commissioner Larcher seconded the Motion.

Vote: Motion Passed with a 3-2 vote. Mayor Fiers and Commissioner Kortenhaus opposing.

ORDINANCES:

Second Reading: ORDINANCE NO. O-2-22

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, AMENDING CHAPTER 14. BUILDINGS AND BUILDING REGULATIONS. ARTICLE III BUILDING STANDARDS. SEC. 14-108 LOCAL AMENDMENTS TO CHAPTER 1 ADMINISTRATION OF THE FLORIDA BUILDING CODE ADOPTED. *SECTION 109 FEES*. BY REQUIRING ADJUSTMENTS TO PERMIT FEES PAID PRIOR TO ISSUANCE OF A CO OR EQUIVALENT IN ORDER TO ENSURE PAYMENT OF CORRECT FEES; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF CHAPTER 14 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: Mayor Fiers explained that this Ordinance would enable the Town to collect a more accurate fee for building permits. Currently, when a project comes before the Building Department, the contractor gives an estimate of costs; this Ordinance will now require them to

provide a cost affidavit at the end of the project, with actual costs for the project, usually resulting in an additional building permit fee.

Motion: Commissioner Larcher made a motion to approve the Ordinance.

Second: Commissioner Kortenhaus seconded the Motion.

Vote: Motion Passed Unanimously.

ORDINANCE NO. O-3-22 Second Reading:

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, AMENDING APPENDIX A. ZONING AT SECTION IV. BASIC RESTRICTIONS FOR ALL DISTRICTS. AT PF.4.6. GRADE ELEVATIONS. TO ALLOW ADDITIONS TO SINGLE-FAMILY STRUCTURES IN ZONING DISTRICT A TO MATCH THE EXISTING GRADE AND FINISHED FIRST FLOOR ELEVATIONS SUBJECT TO CERTAIN RESTRICTIONS AND AT SECTION XIII. NONCONFORMING BUILDINGS AND USES. AT PF. 13.2. NONCONFORMING BUILDINGS. TO ADD AN ALLOWANCE FOR ADDITIONS TO SINGLE-FAMILY HOUSES IN ZONING DISTRICT A TO BE BUILT TO MATCH THE NONCONFORMING GRADE AND FINISHED FIRST FLOOR ELEVATION; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF APPENDIX A 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: None.

This Ordinance responds to the numerous requests for Variance on this subject.

Motion: Commissioner Kortenhaus made a motion to approve the Ordinance.

Second: Commissioner Tyler seconded the Motion.

Vote: Motion Passed Unanimously.

ORDINANCE NO O-04-22 First Reading:

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 THE INSTALLATION OF ADDITIONAL LANDSCAPING PLACED INTERMITTENTLY AGAINST LONGER EXPANSES OF BUILDING WALLS WITH LITTLE ARCHITECTURAL DETAIL 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.

Commissioner Kortenhaus would like the language to reflect clarification on the "longer expanses of building walls ."Commissioner Tyler also commented that 222 Edwards and 230 Bravado are examples of not enforcing the current ordinances, so he feels that adding to the ordinances is not beneficial. P&Z Board Chairman Cohn said that it is up to the Town to review the landscape plans and to do a final inspection before granting a certificate of completion. Tim Blash was recently appointed as the P&Z Landscape Representative. By Consensus Commission would like the Ordinance revised and language to include a more specific direction, exclude specific types of trees, and change the front setback to make an exception for the new underground utilities. The Ordinance was referred to the P&Z Board.

Motion: Commissioner Kortenhaus made a motion to table the Ordinance until P&Z Board can revise the language.

Second: Commissioner Tracy Larcher seconded the Motion.
Vote: Motion Passed Unanimously.

PUBLIC COMMENTS: The Following residents all spoke during public comments with concerns or suggestions regarding the ongoing Inlet Park Encroachments; Pam (President Whispering Pine), Karen McGuire, Grace Skerritt, Dodi Glas, Frank Bujold (Anchorage) reiterated that the Anchorage has paid for maintenance and upkeep for decades. Mr. Bujold's concerns are for the safety of the residents at Anchorage. Margaret Nagel and Tammy Emerson

ADJOURNMENT:

Motion: Commissioner Tyler made a motion to adjourn the meeting.
Second: Vice Mayor McCranel's seconded the Motion.
Vote: Motion passed unanimously.

The meeting was adjourned at 9:34 pm.

Approved this 27th day of June 2022.

ATTEST:

Alan Fiers, Mayor

Jude M. Goudreau, Town Clerk
(Seal)



Town of Palm Beach Shores
Commission Workshop
June 13, 2022

Special Magistrate Changes

Attached please find the changes requested by the Special Magistrate, Glen Trocivia, who oversees Town Code Enforcement Hearings.

1. Increase in hourly rate from \$185 to \$195.
2. Addition of Aleksandr Boksner to the attorneys assigned to the Town as Special Magistrate.

**TORCIVIA, DONLON,
GODDEAU & RUBIN, P.A.**

701 Northpoint Parkway, Suite 209
West Palm Beach, Florida 33407-1950
561-686-8700 Telephone / 561-686-8764 Facsimile
www.torcivialaw.com

Glen J. Torcivia
Lara Donlon
Christy L. Goddeau*
Leonard G. Rubin*

Jennifer H.R. Hunecke
Susan M. Garrett
Elizabeth V. Lenihan*
Denise A. Mutamba
Aleksandr Boksner

*FLORIDA BAR BOARD CERTIFIED
CITY COUNTY AND LOCAL GOVERNMENT ATTORNEY

May 24, 2022

Wendy Wells, Town Administrator
Town of Palm Beach Shores
247 Edwards Lane
Palm Beach Shores, FL. 33404

RE: ENGAGEMENT LETTER FOR LEGAL SERVICES

Dear Ms. Wells:

We are pleased you have decided to engage our firm to serve as special magistrate for the Town of Palm Beach Shores ("Town") on code enforcement matters. Specifically, Aleksandr Boksner and Glen Torcivia shall serve as magistrate.

We will provide you with a monthly invoice setting forth the hours expended on your behalf via e-mail, unless you indicate otherwise. Our firm charges \$195.00 per hour.

We will charge you for certain costs and expenses together with applicable taxes, if any, which may include photocopy charges (\$.25 per page), postage, long distance telephone charges, travel time (at one-half of the hourly rates indicated above), parking and mileage expenses (at the current IRS rate). You agree to pay us for such costs and other expenditure of funds on your behalf.

If this arrangement is agreeable to you, please sign the enclosed copy of this letter and return same to me.

We appreciate your confidence in our firm, and we assure you that we will make every effort to perform our services in a prompt and efficient manner. Please do not hesitate to contact me at any time if you have any questions.

Sincerely,



GLEN J. TORCIVIA
GJT/ar

Agreed to and accepted by: _____
TOWN OF PALM BEACH SHORES

Dated this ____ day of May 2022.

**TORCIVIA, DONLON,
GODDEAU & RUBIN, P.A.**

701 Northpoint Parkway, Suite 209
West Palm Beach, Florida 33407-1950
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Denise A. Mutamba
Aleksandr Boksner

*FLORIDA BAR BOARD CERTIFIED
CITY COUNTY AND LOCAL GOVERNMENT ATTORNEY

May 19, 2022

Via Email only

Amity Barnard, Esq.
Davis & Associates, P.A.
701 Northpoint Pkwy, Suite 205
West Palm Beach, FL 33407
mitti@davislawteam.com

Re: Palm Beach Shores - Special Magistrate

Dear Mitty:

We would like to add Aleksandr Boksner as a magistrate for Palm Beach Shores code enforcement matters. Attached is his resume. My intent would be to have Mr. Boksner attend the next code enforcement hearing with me and, if acceptable to the Town, be available to hear future cases

As you are aware our fee has been one hundred and eighty-five dollars (\$185.00) an hour with a minimum of one hour for each hearing that we attend. We would request your consideration of an increase to one hundred ninety-five dollars (\$195.00) an hour effective October 1, 2022. Also attached is a proposed fee agreement. We look forward to continuing to serve as magistrate.

Please feel free to contact me with any questions. Thank you.

Sincerely,



Glen J. Torcivia
Enclosures

c: Aleksandr Boksner

SUMMARY OF PROFESSIONAL EXPERTISE AND STRENGTHS

- Twenty years of extensive experience in advising on, operations, regulatory compliance, policies, procedures, financing and administrative guidance on government business practices, including legal management of regulatory departments, principles of civil, constitutional and administrative law, preparation of resolutions and ordinances, liaison with corporate vendors, contractors, citizens and external agencies on sensitive and controversial issues, and formation of cost-effective and goal-oriented legal compliance with emerging legal disputes (contractual and statutory).
- Strong government counsel orientation with extensive experience advising elected officials, government departments and the Office of the Inspector General on all aspects of governmental compliance and investigation, litigation (commercial, land use, construction, tort and appellate), sovereign immunity, employee relations, legislative process and procedure, contract formation and drafting, governmental procurement and purchasing (traditional procurement and Job Order Contracting), and various aspects of public/private development agreements, including modifications, operability studies and fiscal challenges, and in connection with these entities day-to-day business activities, interaction with vendors, contractors, federal and state entities and officials.
- Strong senior counsel with substantial experience in advising, and working with, elected officials (and government administration) and private business colleagues on various public/private governmental contracts and legal issues, risks, preferred outcomes and strategies.
- Strong substantive knowledge and analytical skills, with excellent judgment and ability to quickly and effectively identify, assess, communicate and resolve legal and, as appropriate, business issues as necessitated by municipal policy requirements, objectives and the law.
- Excellent interpersonal, communication (written and verbal), negotiating and drafting skills.
- Apply critical thinking to issues, demonstrating resourceful, pragmatic and creative approach to issue solving and addressing governmental entity and municipal-related policy objectives.

PROFESSIONAL EXPERIENCE

Torcivia, Donlon, Goddeau & Rubin, P.A.

Senior Associate Attorney, West Palm Beach, Florida 2022 to Present

The City of Miami Beach, a municipal corporation

Chief Deputy City Attorney and General Counsel, Miami Beach, Florida 2009 to 2022

Marion County, Florida, a political subdivision of the State of Florida

Chief Assistant County Attorney, Ocala, Florida 2008 to 2009

Charlotte County, Florida, a political subdivision of the State of Florida

Chief Litigation Attorney, Port Charlotte, Florida 2005 to 2008

NRT, Inc.

Associate Counsel, Weston, Florida 2004 to 2005

Office of the State Attorney, Eleventh Judicial Circuit of Florida

Assistant State Attorney, Miami, Florida 2001 to 2004

BAR ADMISSION AND EDUCATION

Bar Admission

Florida, 2001

Tennessee, 2008

University of Toledo College of Law, Toledo, Ohio

Juris Doctor, 2001

University of Cincinnati, Cincinnati, Ohio

Bachelor of Arts, 1998

LANGUAGES

English and Russian

DESCRIPTION OF EXPERTISE AND EXPERIENCE

Government Counsel

Extensive experience representing, advising, and rendering legal opinions to elected officials, managers/administers, boards, commissions, and other staff on all aspects of governmental business operations and governance, operations and policy initiatives, and other aspects of their regulatory compliance, business function, labor and employment, and litigation. Advised governmental entities in connection with their day-to-day activities and contractual relationships and obligations, including aspects pertaining to vendors, citizens, suppliers, contractors and employees, and reviewing and preparing agreements relating to such matters, including project specific agreements, Job Order Contracting, land use licensing and permitting, memorandums of understanding, mutual aid and cooperation assistance agreements and consent agreements. Experience in analyzing pending and proposed legislative (federal and state) action impacting the administration, operation and functionality of the governmental corporations, and the investigation of complaints and claims involving all aspects of government departments, staff and programs. General Counsel to the City of Miami Beach Inspector General and Office of the Inspector General.

Regulatory, Compliance and Litigation

Extensive experience ensuring compliance with municipal, state and federal ordinances, statutes, regulations and codes, including, Florida Building Code, National Fire Prevention Code, Local Government Code Enforcement Boards Act, Drug-Free Workplace Act, Florida Public Records Act, Florida Contraband Forfeiture Act, False Claims statutes and ordinances (Federal, state and local), Florida Uniform Traffic Control Law, Florida Vessel Safety Law, Whistle-blower's Act, Clean Water Act, Criminal and Civil Justice Policy Council, Bank Secrecy Act, 31 U.S.C. Section 5311 – 5332, Florida Anti-Fencing Act, Florida Communications Fraud Act, Florida Money Laundering Act, Florida Mutual Aid Act, Bert J. Harris, Jr. Private Property Rights Protection Act and Florida Land Use and Environmental Dispute Resolution Act. Experience as Chief Litigation Counsel for lawsuits in federal and state courts representing public entities for violation of the United States Constitution and Florida Constitution, defense of various statutory and common law causes of action, including regulatory taking, inverse condemnation, eminent domain, 5th Amendment taking under §1983, covenants of good faith and fair dealing, doctrine of recoupment, termination of contractual agreements for convenience, littoral takings, public records law, and all other litigation matters impacting governmental business operations.

Government Contracting

Extensive experience representing governmental entities in collaborating, documenting and completing contractual agreements pursuant to the Florida Interlocal Cooperation Act of 1969, and those contractual agreements involving purchase and sale, architecture and engineering, Federal cost reimbursement, administrative services, indemnity and hold harmless, independent contractor, sponsorship agreements, utility franchise, Capital Improvement Project (CIP) design build, risk services, licensing, invitation to bid (ITB), request for qualification (RFQ), request for proposals (RFP), professional services, artist, revocable permits and easements, concessionaire, street scape and management. Extensive experience in negotiating and drafting agreements documenting these contractual agreements, including terms, conditions, modifications, amendments, demands, cure letters, notices of default, as well as those documents mandating indemnification and the assertion of a legal defense. As part of each contractual agreement, managing and coordinate the involvement of relevant staff and professional experts in those areas which directly impact the specific governmental operations and functions.

**TOWN OF PALM BEACH SHORES
MONTHLY FINANCIAL REPORT**

	CASH & INVESTMENTS		R E V E N U E			
			BUDGET	CURRENT	YEAR TO DATE	% OF BUDGET
9/30/2021	\$ 3,813,877		\$ 5,568,602	\$ 504,222	\$ 6,011,990	108%
10/31/2021	\$ 3,118,733		\$ 5,462,261	\$ 40,281	\$ 40,281	1%
11/30/2021	\$ 3,592,251		\$ 5,609,398	\$ 835,222	\$ 875,503	16%
12/31/2021	\$ 6,033,755		\$ 5,609,398	\$ 2,845,301	\$ 3,720,804	66%
1/31/2022	\$ 5,911,353		\$ 5,609,398	\$ 252,557	\$ 3,973,360	71%
2/28/2022	\$ 5,884,797		\$ 5,609,398	\$ 288,402	\$ 4,261,762	76%
3/31/2022	\$ 5,820,230		\$ 5,609,398	\$ 377,307	\$ 4,639,070	83%
4/30/2022	\$ 5,299,293		\$ 6,128,237	\$ 318,131	\$ 4,957,200	81%
5/31/2022	\$ 5,226,169		\$ 6,128,237	\$ 195,992	\$ 5,153,193	84%
5/31/2021	\$ 4,288,040		\$ 5,517,240	\$ 317,176	\$ 5,027,902	91%
6/30/2022						
7/31/2022						
8/31/2022						
9/30/2022						

	E X P E N D I T U R E S					
	BUDGET	DISBURSEMENTS	ACCRUALS	CURRENT EXP	YEAR TO DATE	% OF BUDGET
9/30/2021	\$ 5,568,602	\$ 215,098	\$ 150,667	\$ 365,766	\$ 5,288,460	95%
10/31/2021	\$ 5,462,261	\$ 808,352	\$ (164,056)	\$ 644,296	\$ 644,296	12%
11/30/2021	\$ 5,609,398	\$ 368,546	\$ (42,378)	\$ 326,168	\$ 970,464	17%
12/31/2021	\$ 5,609,398	\$ 380,179	\$ 47,452	\$ 427,631	\$ 1,398,095	25%
1/31/2022	\$ 5,609,398	\$ 377,709	\$ 17,590	\$ 395,298	\$ 1,793,394	32%
2/28/2022	\$ 5,609,398	\$ 309,332	\$ 33,966	\$ 343,298	\$ 2,136,692	38%
3/31/2022	\$ 5,609,398	\$ 319,981	\$ 234,325	\$ 554,306	\$ 2,690,998	48%
4/30/2022	\$ 6,128,237	\$ 536,195	\$ 99,928	\$ 636,123	\$ 3,327,121	54%
5/31/2022	\$ 6,128,237	\$ 309,332	\$ 40,549	\$ 349,881	\$ 3,677,003	60%
5/31/2021	\$ 5,517,240	\$ 318,378	\$ 58,015	\$ 376,394	\$ 3,715,091	67%
6/30/2022						
7/31/2022						
8/31/2022						
9/30/2022						

*Budget Amendment #1 was approved at the October 2021 Commission meeting.
Budget Amendment #2 was approved at the March 2022 Commission meeting.*

Town of Palm Beach Shores
Budget Summary Report
May 2022

			May Benchmark	66.7%
	BUDGET	YTD	Favorable(Unfav)	%
REVENUE				
Revenue (without appr'd F/B)	\$ 5,803,200.00	\$ 5,153,192.51	\$ (650,007.49)	88.8%
Appropriated Fund Balance	218,721.00	-	(218,721.00)	0.0%
Capital Lease Proceeds	106,316.00	-	(106,316.00)	0.0%
TOTAL REVENUE	\$ 6,128,237.00	\$ 5,153,192.51	\$ (975,044.49)	84.1%

EXPENDITURES BY DEPARTMENT			% of total		% of total		
Administration	\$ 484,562.00	8%	\$ 284,085.45	8%	\$ 200,476.55	58.6%	
Legal	121,000.00	2%	66,002.40	2%	54,997.60	54.5%	
Public Works	358,162.00	6%	246,003.02	7%	112,158.98	68.7%	
Police	1,680,027.00	27%	1,252,644.03	34%	427,382.97	74.6%	
Fire	709,718.00	12%	409,325.38	11%	300,392.62	57.7%	
Building	279,962.00	5%	174,280.43	5%	105,681.57	62.3%	
Emergency Disaster	-	0%	-	0%	-	0.0%	
Solid Waste	209,250.00	3%	130,169.00	4%	79,081.00	62.2%	
Legislative	18,562.00	0%	9,154.15	0%	9,407.85	49.3%	
Streets/Storm Sewers	29,025.00	0%	15,896.52	0%	13,128.48	54.8%	
Parks	217,024.00	4%	93,354.75	3%	123,669.25	43.0%	
Beach	114,193.00	2%	59,059.30	2%	55,133.70	51.7%	
Lift Stations/Sewer Service	42,975.00	1%	7,595.87	0%	35,379.13	17.7%	
Contingencies	42,675.00	1%	-	0%	42,675.00	0.0%	
Debt Service	495,855.00	8%	495,854.58	13%	0.42	100.0%	
Emergency Medical Services	351,851.00	6%	233,707.03	6%	118,143.97	66.4%	
Community Center	69,075.00	1%	62,795.63	2%	6,279.37	90.9%	
Risk Management	110,231.00	2%	90,802.86	2%	19,428.14	82.4%	
Capital	794,090.00	13%	46,272.41	1%	747,817.59	5.8%	
TOTAL EXPENDITURES	\$ 6,128,237.00		\$ 3,677,002.81		\$ 2,451,234.19	60.0%	

CHANGE IN FUND BALANCE	-	1,476,189.70	1,476,189.70
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Explanation of Variances:

Public Works - this is timing. This period includes purchase of material to coat Town Hall float roof; chainsaw parts in anticipation of hurricane season; and air rifle for iguana extermination.

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

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

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

Risk Management - We have paid 3 of 4 quarterly installments on the main policy. The other policies are paid.

Town of Palm Beach Shores
Disbursements - May 2022

Check #	Type	Date	Vendor	Name	Amount
3687	C	5/5/2022	933	All Out Advertising, Inc.	\$ 539.50
3688	C	5/5/2022	861	BrightView Landscape Services, Inc.	\$ 7,277.08
3689	C	5/5/2022	52	Comcast	\$ 42.45
3690	C	5/5/2022	107	Davis & Associates, P.A.	\$ 13,050.00
3691	C	5/5/2022	863	Diversified Building Department Management	\$ 8,438.75
3692	C	5/5/2022	746	Essential Net Solutions	\$ 1,434.99
3693	C	5/5/2022	89	Home Depot Credit Svcs	\$ 1,233.04
3694	C	5/5/2022	90	Hulett Environmental Services	\$ 164.00
3695	C	5/5/2022	659	Image Janitorial Services, Inc.	\$ 2,560.00
3696	C	5/5/2022	941	Jude M. Goudreau	\$ 18.60
3697	C	5/5/2022	917	Lancier Castro	\$ 324.76
3698	C	5/5/2022	623	National Rescue Consultants	\$ 480.00
3699	C	5/5/2022	164	PBC Tax Collector	\$ 281.00
3700	C	5/5/2022	821	Robert Villagomez	\$ 327.05
3701	C	5/5/2022	365	Sherwin-Williams	\$ 5,284.72
3702	C	5/5/2022	484	Shred-It, c/o Stericycle, Inc.	\$ 117.35
3703	C	5/5/2022	979	TAW	\$ 1,889.66
3704	C	5/5/2022	129	Tim or Tricia Blash	\$ 500.00
3705	C	5/5/2022	592	Trevor Steedman	\$ 293.59
3706	C	5/5/2022	104	Waste Management	\$ 11,825.64
3707	C	5/12/2022	823	AT&T Mobility	\$ 34.99
3708	C	5/12/2022	823	AT&T Mobility	\$ 34.99
3709	C	5/12/2022	645	Bureau of Elevator Safety	\$ 75.00
3710	C	5/12/2022	129	Ellen Waltz	\$ 800.00
3711	C	5/12/2022	928	End of the Line, Inc.	\$ 212.50
3712	C	5/12/2022	80	FL Public Utilities	\$ 161.88
3713	C	5/12/2022	980	General Garage Door	\$ 2,515.00
3714	C	5/12/2022	682	Meyers Turf LLC	\$ 840.00
3715	C	5/12/2022	858	Palm Beach County Sheriff's Office	\$ 137,364.83
3716	C	5/12/2022	911	AT&T	\$ 284.18
3717	C	5/12/2022	169	Quadient Leasing USA, Inc.	\$ 211.68
3718	C	5/12/2022	134	Vadim Municipal Software, Inc.	\$ 270.00
3719	C	5/12/2022	101	Verizon Wireless	\$ 61.92
3720	C	5/12/2022	131	WEX BANK	\$ 483.99
3721	C	5/19/2022	121	Alan Welch	\$ 480.00
3722	C	5/19/2022	32	City of Riviera Beach	\$ 2,760.25
3723	C	5/19/2022	746	Essential Net Solutions	\$ 200.00
3724	C	5/19/2022	71	FL Power & Light	\$ 2,937.40
3725	C	5/19/2022	676	Guardian	\$ 570.64
3726	C	5/19/2022	659	Image Janitorial Services, Inc.	\$ 665.00
3727	C	5/19/2022	129	Joan Kishel	\$ 3,744.00
3728	C	5/19/2022	169	Quadient Leasing USA, Inc.	\$ 85.54
3729	C	5/19/2022	365	Sherwin-Williams	\$ 2,127.41
3730	C	5/19/2022	115	Shoreline Pest Control	\$ 93.50
3731	C	5/19/2022	375	Simmons & White, Inc.	\$ 2,530.00
3732	C	5/19/2022	829	State Chemical Solutions	\$ 985.44
3733	C	5/19/2022	129	Teresa Bogle	\$ 500.00
3734	C	5/19/2022	100	Toshiba Business Solutions	\$ 550.44

Town of Palm Beach Shores
Disbursements - May 2022

Check #	Type	Date	Vendor	Name	Amount
3735	C	5/19/2022	112	Zimmerman Tree Service	\$ 833.00
3736	C	5/26/2022	47	Board of County Commissioners	\$ 5,795.33
3737	C	5/26/2022	878	Force-E Scuba Centers	\$ 38.39
3738	C	5/26/2022	71	FL Power & Light	\$ 26.64
3739	C	5/26/2022	676	Guardian	\$ 638.52
3740	C	5/26/2022	535	Humana Insurance	\$ 90.10
3741	C	5/26/2022	679	Keehn Emergency Medical Services, Inc	\$ 1,500.00
3742	C	5/26/2022	405	Nelson Lopez	\$ 236.81
3743	C	5/26/2022	911	AT&T	\$ 863.88
3744	C	5/26/2022	836	RIPPrint, LLC	\$ 1,120.00
3745	C	5/26/2022	516	Schmidt Nichols	\$ 1,219.00
3746	C	5/26/2022	586	The Standard Insurance Company	\$ 629.72
3747	C	5/26/2022	592	Trevor Steedman	\$ 81.46
3748	C	5/26/2022	978	Truist Bank	\$ 2,260.37
3749	C	5/26/2022	104	Waste Management	\$ 3,074.81
ADP, LLC	E	5/20/2022	697	ADP, LLC	\$ 222.70
ADP Taxes	E	5/6/2022		ADP Taxes	\$ 8,174.81
ADP Taxes	E	5/20/2022		ADP Taxes	\$ 7,661.02
ADP Wages	E	5/6/2022		ADP Wages	\$ 25,481.54
ADP Wages	E	5/20/2022		ADP Wages	\$ 24,059.26
FRS	E	5/3/2022	172	FRS	\$ 11,131.54
Guardian	E	5/19/2022	676	Guardian	\$ 774.28
					\$ 313,575.94

General Fund	\$ 309,331.94
Underground Utilities Fund	\$ 4,244.00
Total	\$ 313,575.94

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

	Electric	Water	Gas	Total
	<i>FPL</i>	<i>Riviera Beach</i>	<i>FPU</i>	
Oct-21	21,602.65	7,545.45	1,517.83	30,665.93
Nov-21	19,389.47	6,183.52	1,790.78	27,363.77
Dec-21	14,518.67	5,127.67	1,565.34	21,211.68
Jan-22	20,655.93	8,910.37	1,851.53	31,417.83
Feb-22	15,889.94	6,396.56	5,940.52	28,227.02
Mar-22	17,455.66	6,481.80	993.06	24,930.52
Apr-22	20,116.95	7,772.38	2,843.00	30,732.33
May-22				-
Jun-22				-
Jul-22				-
Aug-22				-
Sep-22				-
YTD Total	129,629.27	48,417.75	16,502.06	194,549.08

Town of Palm Beach Shores
Discretionary Sales Tax PBC

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

Current Year Receipts:

Date of Receipt	Period	
11/29/2021	October 2021	\$ 7,419.45
12/27/2021	November 2021	\$ 7,715.47
1/27/2022	December 2021	\$ 8,353.45
2/18/2022	2021 Q4 adjustment	\$ 4,579.19
2/28/2022	January 2022	\$ 10,259.20
3/28/2022	February 2022	\$ 8,235.02
4/27/2022	March 2022	\$ 8,675.62
5/13/2022	2022 Q1 adjustment	\$ 5,196.87
5/27/2022	April 2022	\$ 9,654.39
Total current year receipts		\$ 70,088.66

Current Year Expenditures:

\$ -

Accumulated (unspent) Discretionary Sales Tax as of 5/31/22	\$ 457,520.76
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Town of Palm Beach Shores
Building Department

	Building Permits	Building Department	Net Building	Cumulative Net Bldg
10/31/2021	\$ 10,845	\$ 20,820	\$ (9,975)	\$ (9,975)
11/30/2021	\$ 20,757	\$ 9,456	\$ 11,300	\$ 1,326
12/31/2021	\$ 41,051	\$ 24,855	\$ 16,196	\$ 17,521
1/31/2022	\$ 17,800	\$ 22,185	\$ (4,385)	\$ 13,136
2/28/2022	\$ 12,963	\$ 17,686	\$ (4,723)	\$ 8,413
3/31/2022	\$ 162,041	\$ 33,602	\$ 128,438	\$ 136,852
4/30/2022	\$ 19,972	\$ 24,624	\$ (4,651)	\$ 132,200
5/31/2022	\$ 31,921	\$ 21,052	\$ 10,869	\$ 143,069
6/30/2022			\$ -	\$ 143,069
7/31/2022			\$ -	\$ 143,069
8/31/2022			\$ -	\$ 143,069
9/30/2022			\$ -	\$ 143,069
	\$ 317,350	\$ 174,280	\$ 143,069	

Other related revenues:

Bldg Permit State Surcharge	\$ 10,607
Fire Inspection Fees	\$ -
Reinspection Fees	\$ -
Code Enf Admin Cost Reimb	\$ -
Site Plan / Variance Fees	\$ 3,500
Land Development Costs	\$ 38,962
Town Code & Ordinance Fines	\$ 14,388
Net Building	\$ 210,526

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

Town of Palm Beach Shores
Underground Utilities
as of 5/31/22

	COST ESTIMATE	TOTAL as of 5/31/22	Remaining Costs	P R O J E C T E D	
				Cost	Variance
Other Financing Sources:					
Loan Proceeds	\$ 6,000,000	\$ 6,000,000.00	\$ -	\$ 6,000,000.00	\$ -
Expenditures:					
Survey	\$ 38,000	\$ 65,762.50	\$ -	\$ 65,762.50	\$ (27,762.50)
Legal	\$ 4,000	\$ 3,150.00	\$ -	\$ 3,150.00	\$ 850.00
Project Mgmt/Admin	\$ 80,000	\$ 93,822.09	\$ (3,822.09)	\$ 90,000.00	\$ (10,000.00)
Construction - Viking	\$ 4,336,460	\$ 4,343,654.00	\$ (7,194.00)	\$ 4,336,460.00	\$ -
Construction - Comcast	\$ 250,000	\$ 528,340.73	\$ -	\$ 528,340.73	\$ (278,340.73)
Construction - AT&T	\$ 450,000	\$ 275,000.00	\$ 450,000.00	\$ 725,000.00	\$ (275,000.00)
Construction - FPL	\$ 254,386	\$ 254,386.00	\$ -	\$ 254,386.00	\$ -
Landscape Restoration	\$ 16,300	\$ 9,584.51	\$ 6,715.49	\$ 16,300.00	\$ -
Loan Acquisition	\$ 23,000	\$ 22,508.00	\$ -	\$ 22,508.00	\$ 492.00
Contingency	\$ 547,854	\$ -	\$ -	\$ -	\$ 547,854.00
Total expenditures	\$ 6,000,000	\$ 5,596,207.83	\$ 445,699.40	\$ 6,041,907.23	\$ (41,907.23)
Net Change in Fund Balance	\$ -	\$ 403,792.17	\$ (445,699.40)	\$ (41,907.23)	\$ (41,907.23)

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 5/31/2022**

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

PALM BEACH COUNTY SHERIFF'S OFFICE

RIC L. BRADSHAW, SHERIFF



June 2022 Commission report with stats from May 2022

Arrests/Detentions

- We responded to 2 calls for service involving persons in need of mental health assistance, one person was detained under the Baker act and brought to the hospital to receive assistance.
- No arrests were made during this period.

Miscellaneous

I returned from vacation June 20th, I did not find a Leprechaun, just a pub or two.

The Sheriff advised there may be additional funding available to us at Palm Beach Shores/District 20. I made a request for an additional 3 CCTV system locations; totaling 50 Thousand Dollars. The only cost to the town would be a pole to be installed if the locations did not have one close. I will advise of the request progress.

Due to all the manufacturing delays in the automobile industry, our approved request from last year has been delayed, that included the 2 new Ford F-150 4X4's, as of 2 weeks ago they were still awaiting delivery.

Although not in this reporting period an incident at the former Channel House garnered a lot of attention. A person having some mental health issues had threatened a female neighbor with a knife. Deputies were called, the person began throwing anything he could get his hands at the deputies outside and verbally threatened their lives.

Detectives arrived and walked through a warrant to gain access to where the man had barricaded himself. Eventually our deputies along with two elements of the SWAT team made entry through the front and back door, they were also augmented by the agencies tactical threat unit, (behavioral health). The subject resisted arrest and also was able to sustain multiple Taser strikes and strikes from another less than lethal weapon, **none phased the subject**. It only came to a peaceful end when our deputy was able to calm him while she conversed with him, eventually taking him into custody and transported to a medical facility and the jail. An 11-hour event that ended much better than it could have, thanks to the great work of our deputies.

Attached are the statistics for the month of May 2022, as usual we are when you need us and when you do not.

Sergeant Steven Langevin
Commander District 20/Town of Palm Beach Shores



May - 2022 - Monthly Strategic Report

CAD Calls	Monthly Totals
Business / Residence Checks (Self-Initiated)	3573
Traffic Stops (Self-Initiated)	44
Calls for Service (Excluding 1050's & 1061's)	213
All CAD Calls - Total	3830

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 3830 generated calls within the district. 94% of these calls were self-initiated.

Data below represents Traffic Activity conducted by D20 Deputies

Data Source: D20 Office Staff

Total Citations	Total Warnings	Parking Citations
7	40	7

Arrest and NTA Statistics

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

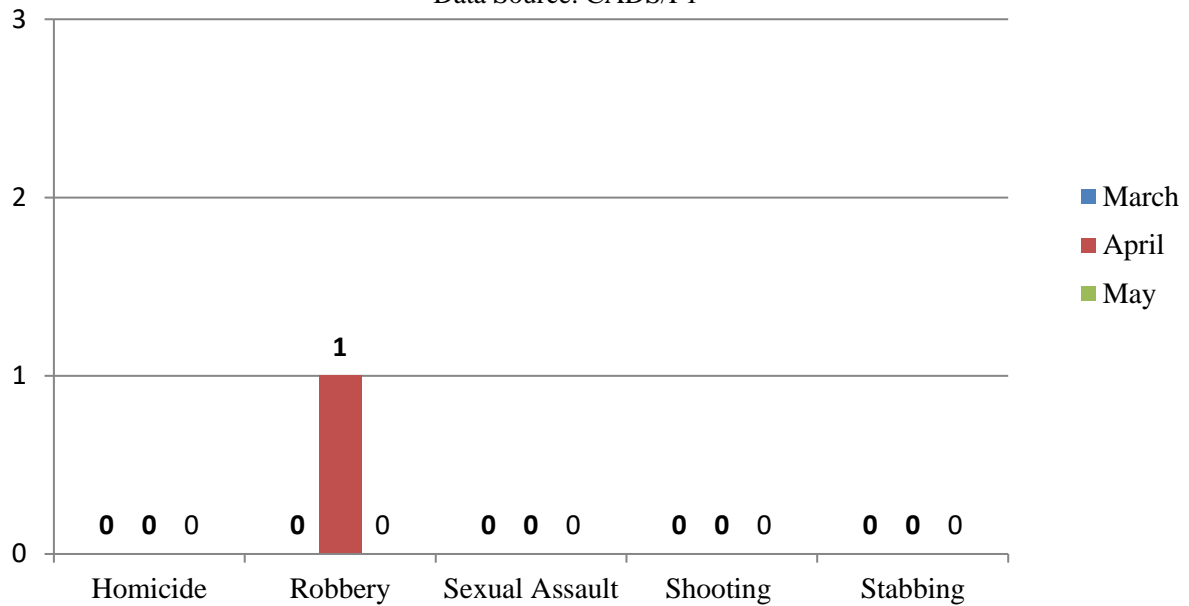
Data Source: CADS/Premier 1

DATA ANALYSIS

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

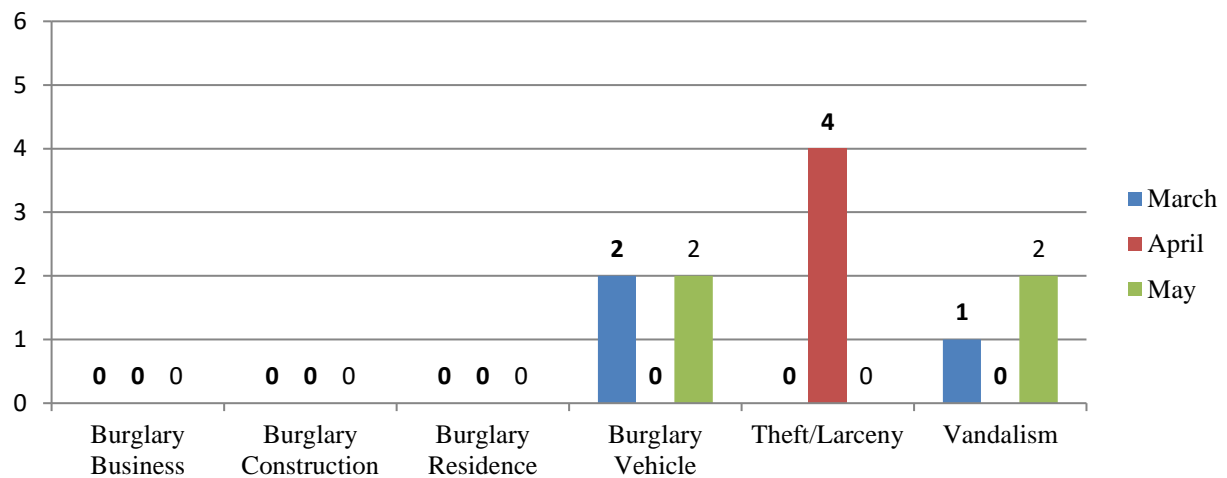
D20 Monthly Stats Homicide, Robbery, Sexual Assault, Shooting, Stabbing

Data Source: CADs/P1



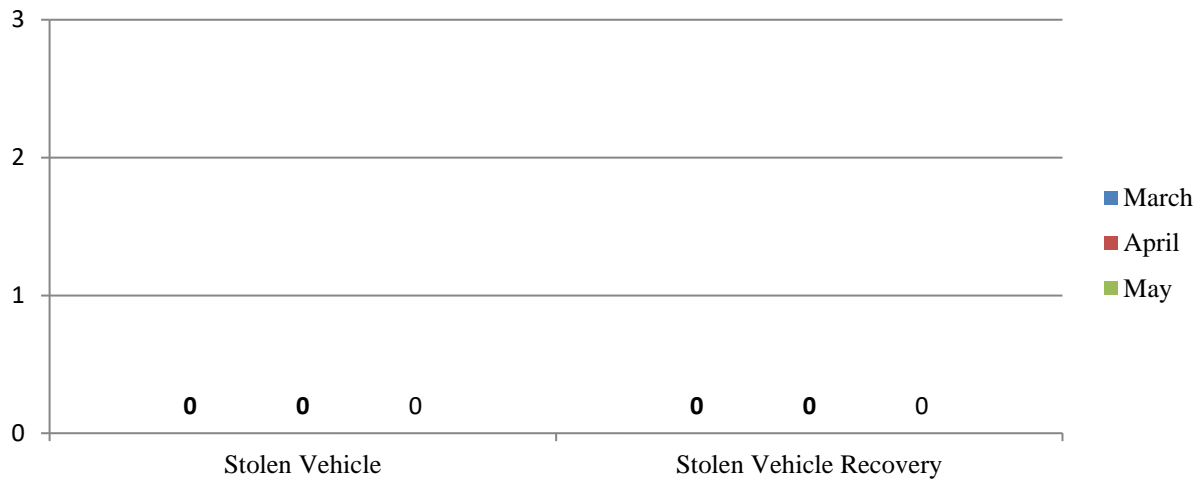
D20 Monthly Stats Burglaries, Theft & Vandalism

Data Source: CADs/P1



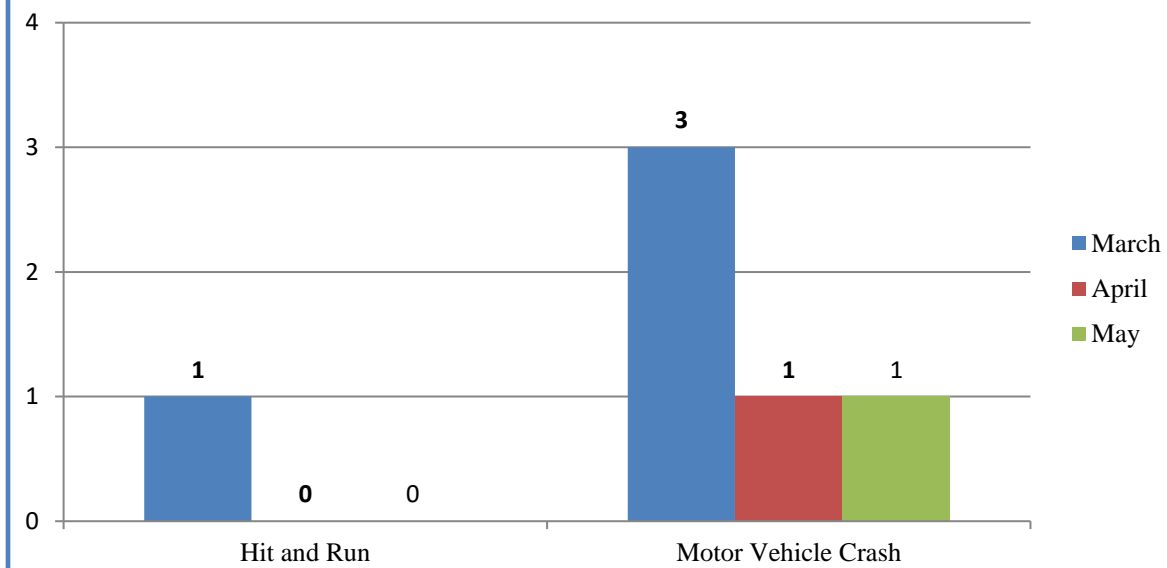
D20 Monthly Stats Stolen Vehicles & Stolen Vehicle Recoveries

Data Source: CADS/P1



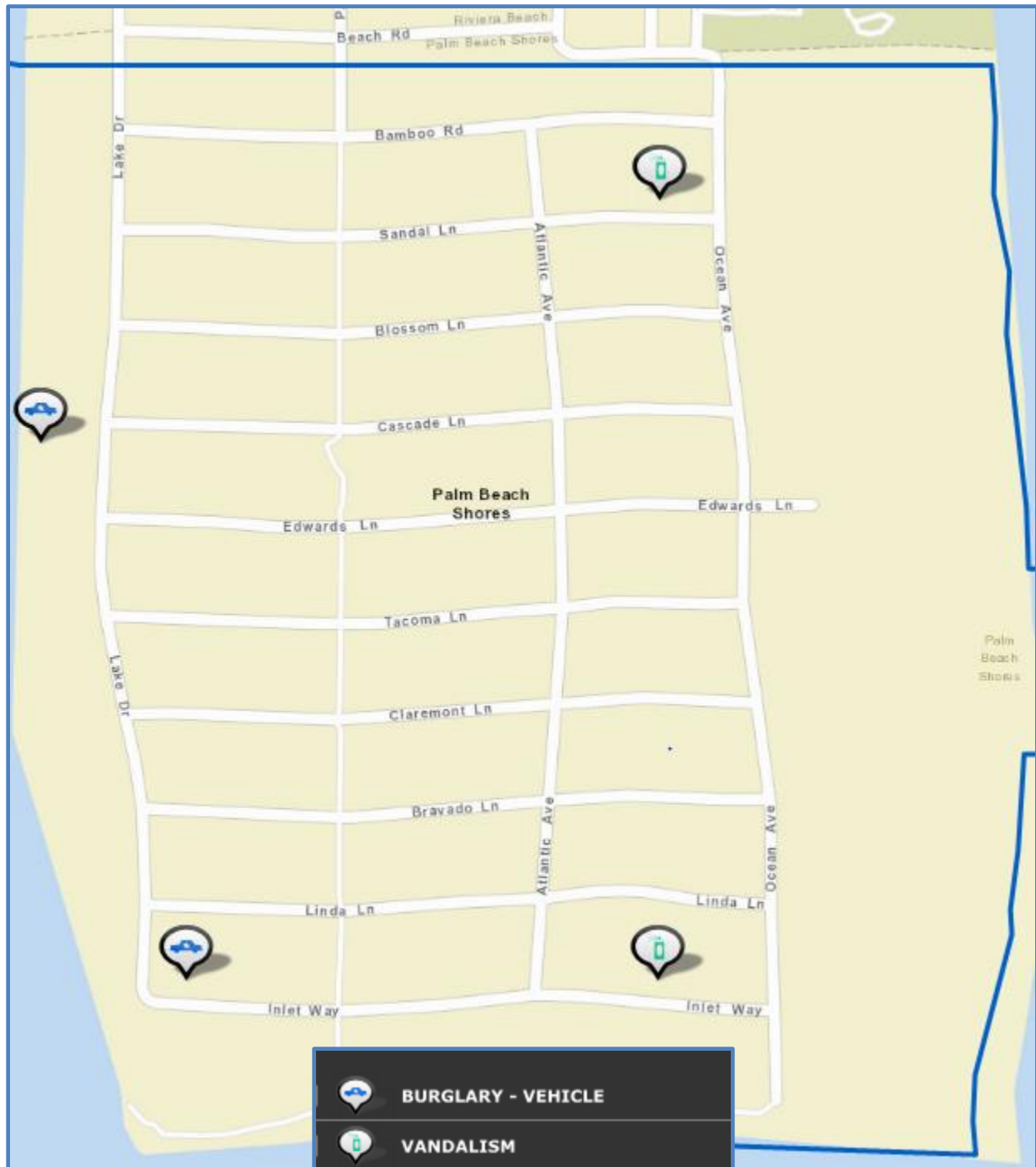
D20 Monthly Stats Hit and Run & Motor Vehicle Crash

Data Source: CADS/P1



District 20 Map of Activity

Data: Source: CrimeView Dashboard



FIR MAP

7 Records Plotted in CrimeView Dashboard.



(7) Conducted per the FIR Track system.

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

Incident	Type	Incident Type Description	Date	Beat	Location	Source	Unit	Officer	Priority	Report
202200502463	68	68 - Police Service Call	05/31/2022 12:31:19	20-11	Community Center (90 Edwards Ln)	Mdt	20A12	8221	4	
202200492139	1050	1050 - Vehicle Stop	05/28/2022 07:54:08	20-11	Tacoma Ln / Atlantic Ave	Self Initiate	20A11	6933	2	
202200488976	1050	1050 - Vehicle Stop	05/27/2022 09:01:51	20-11	Sailfish Marina - Restaurant (98 Lake Dr)	Self Initiate	20A11	6933	2	
202200486468	1050	1050 - Vehicle Stop	05/26/2022 14:40:26	20-11	Sailfish Marina - Restaurant (98 Lake Dr)	Self Initiate	20A13	6933	2	
202200447084	1061	1061 - Business / Residence Check	05/15/2022 14:30:06	20-11	90 Edwards Ln	Mdt	20A11	36151	5	
202200439873	68	68 - Police Service Call	05/13/2022 07:10:16	20-11	Palm Beach Shores Beach (90 Edwards Ln)	Phone	20A12	8221	4	
202200419615	1050	1050 - Vehicle Stop	05/06/2022 19:59:06	20-11	80 Edwards Ln	Self Initiate	20B11	3931	2	

7 Record(s)



Palm Beach County Sheriff's Office

Incident Search

Total Incidents Listed

7



Palm Beach County Sheriff's Office
Incident Search

Incident	Type	Incident Type Description	Date	Beat	Location	Source	Unit	Officer	Priority	Report
202200496116	1050	1050 - Vehicle Stop	05/29/2022 13:58:48	20-11	300 Cascade Ln	Self Initiate	20A11	6933	2	
202200496076	1050	1050 - Vehicle Stop	05/29/2022 13:43:47	20-11	Sailfish Marina - Restaurant (98 Lake Dr)	Self Initiate	20A11	6933	2	
202200496040	1050	1050 - Vehicle Stop	05/29/2022 13:31:04	20-11	Edwards Ln / Lake Dr	Self Initiate	20A11	6933	2	
202200493404	1050	1050 - Vehicle Stop	05/28/2022 17:07:41	20-11	Sandal Ln / Lake Dr	Self Initiate	20A11	6933	2	
202200493025	1050	1050 - Vehicle Stop	05/28/2022 14:21:37	20-11	Lake Dr / Linda Ln	Self Initiate	20A12	6497	2	
202200492550	1050	1050 - Vehicle Stop	05/28/2022 10:52:01	20-11	Marriott Ocean Pointe - Welcome Center (71 Ocean Ave)	Self Initiate	20A11	6933	2	
202200492462	1050	1050 - Vehicle Stop	05/28/2022 10:10:12	20-11	Sailfish Marina - Restaurant (98 Lake Dr)	Self Initiate	20A11	6933	2	
202200492393	1050	1050 - Vehicle Stop	05/28/2022 09:44:39	20-11	Sailfish Marina - Restaurant (98 Lake Dr)	Self Initiate	20A11	6933	2	
202200492344	1050	1050 - Vehicle Stop	05/28/2022 09:24:19	20-11	Bravado Ln / Lake Dr	Self Initiate	20A11	6933	2	
202200490114	1050	1050 - Vehicle Stop	05/27/2022 14:51:36	20-11	Marriott Ocean Pointe - Welcome Center (71 Ocean Ave)	Self Initiate	20A11	6933	2	
202200489970	1050	1050 - Vehicle Stop	05/27/2022 14:02:05	20-11	Sailfish Marina - Restaurant (98 Lake Dr)	Self Initiate	20A11	6933	2	
202200489221	1050	1050 - Vehicle Stop	05/27/2022 10:02:16	20-11	300 Sandal Ln	Self Initiate	20A11	6933	2	
202200489031	1050	1050 - Vehicle Stop	05/27/2022 09:16:11	20-11	100 Lake Dr	Self Initiate	20A11	6933	2	
202200486635	1050	1050 - Vehicle Stop	05/26/2022 15:40:52	20-11	200 Blk Cascade Ln	Self Initiate	20A13	6933	2	
202200486431	1050	1050 - Vehicle Stop	05/26/2022 14:28:54	20-11	Bamboo Rd / Lake Dr	Self Initiate	20A13	6933	2	
202200481941	1050	1050 - Vehicle Stop	05/25/2022 11:15:10	20-11	Marriott Ocean Pointe - Welcome Center (71 Ocean Ave)	Self Initiate	20A11	8756	2	
202200481781	1050	1050 - Vehicle Stop	05/25/2022 10:37:04	20-11	Sandal Ln / Lake Dr	Self Initiate	20A11	8756	2	
202200464266	1050	1050 - Vehicle Stop	05/20/2022 09:57:34	20-11	200(300) Blk Linda Ln	Self Initiate	20A11	6933	2	
202200461554	1050	1050 - Vehicle Stop	05/19/2022 14:53:48	20-11	Lake Dr / Edwards Ln	Self Initiate	20A11	36151	2	
202200461382	1050	1050 - Vehicle Stop	05/19/2022 13:52:24	20-11	Claremont Ln / Atlantic Ave	Self Initiate	20A12	6933	2	
202200457152	1050	1050 - Vehicle Stop	05/18/2022 13:18:19	20-11	Lake Dr / Cascade Ln	Self Initiate	20A11	36151	2	
202200457094	1050	1050 - Vehicle Stop	05/18/2022 13:04:06	20-11	180 Lake Dr	Self Initiate	20A12	8235	2	
202200457015	1050	1050 - Vehicle Stop	05/18/2022 12:42:54	20-11	Lake Dr / Tacoma Ln	Self Initiate	20A11	36151	2	
202200447231	1050	1050 - Vehicle Stop	05/15/2022 15:56:32	20-11	Buccaneer (142 Lake Dr)	Self Initiate	20A11	36151	2	

Incident	Type	Incident Type Description	Date	Beat	Location	Source	Unit	Officer	Priority	Report
202200447179	1050	1050 - Vehicle Stop	05/15/2022 15:34:24	20-11	Sailfish Marina - Restaurant (98 Lake Dr)	Self Initiate	20A11	36151	2	
202200444466	1050	1050 - Vehicle Stop	05/14/2022 15:31:46	20-11	Sailfish Marina - Restaurant (98 Lake Dr)	Self Initiate	20A11	36151	2	
202200444404	1050	1050 - Vehicle Stop	05/14/2022 14:55:35	20-11	Sailfish Marina - Restaurant (98 Lake Dr)	Self Initiate	20A11	36151	2	
202200439146	1050	1050 - Vehicle Stop	05/13/2022 00:34:45	20-11	90 Edwards Ln	Self Initiate	20B11	3931	2	

28 Record(s)



Palm Beach County Sheriff's Office

Incident Search

Total Incidents Listed

28



Palm Beach County Sheriff's Office
Incident Search

Incident	Type	Incident Type Description	Date	Beat	Location	Source	Unit	Officer	Priority	Report
202200496116	1050	1050 - Vehicle Stop	05/29/2022 13:58:48	20-11	300 Cascade Ln	Self Initiate	20A11	6933	2	
202200496076	1050	1050 - Vehicle Stop	05/29/2022 13:43:47	20-11	Sailfish Marina - Restaurant (98 Lake Dr)	Self Initiate	20A11	6933	2	
202200496040	1050	1050 - Vehicle Stop	05/29/2022 13:31:04	20-11	Edwards Ln / Lake Dr	Self Initiate	20A11	6933	2	
202200493404	1050	1050 - Vehicle Stop	05/28/2022 17:07:41	20-11	Sandal Ln / Lake Dr	Self Initiate	20A11	6933	2	
202200493025	1050	1050 - Vehicle Stop	05/28/2022 14:21:37	20-11	Lake Dr / Linda Ln	Self Initiate	20A12	6497	2	
202200492550	1050	1050 - Vehicle Stop	05/28/2022 10:52:01	20-11	Marriott Ocean Pointe - Welcome Center (71 Ocean Ave)	Self Initiate	20A11	6933	2	
202200492462	1050	1050 - Vehicle Stop	05/28/2022 10:10:12	20-11	Sailfish Marina - Restaurant (98 Lake Dr)	Self Initiate	20A11	6933	2	
202200492393	1050	1050 - Vehicle Stop	05/28/2022 09:44:39	20-11	Sailfish Marina - Restaurant (98 Lake Dr)	Self Initiate	20A11	6933	2	
202200492344	1050	1050 - Vehicle Stop	05/28/2022 09:24:19	20-11	Bravado Ln / Lake Dr	Self Initiate	20A11	6933	2	
202200490114	1050	1050 - Vehicle Stop	05/27/2022 14:51:36	20-11	Marriott Ocean Pointe - Welcome Center (71 Ocean Ave)	Self Initiate	20A11	6933	2	
202200489970	1050	1050 - Vehicle Stop	05/27/2022 14:02:05	20-11	Sailfish Marina - Restaurant (98 Lake Dr)	Self Initiate	20A11	6933	2	
202200489221	1050	1050 - Vehicle Stop	05/27/2022 10:02:16	20-11	300 Sandal Ln	Self Initiate	20A11	6933	2	
202200489031	1050	1050 - Vehicle Stop	05/27/2022 09:16:11	20-11	100 Lake Dr	Self Initiate	20A11	6933	2	
202200486635	1050	1050 - Vehicle Stop	05/26/2022 15:40:52	20-11	200 Blk Cascade Ln	Self Initiate	20A13	6933	2	
202200486431	1050	1050 - Vehicle Stop	05/26/2022 14:28:54	20-11	Bamboo Rd / Lake Dr	Self Initiate	20A13	6933	2	
202200481941	1050	1050 - Vehicle Stop	05/25/2022 11:15:10	20-11	Marriott Ocean Pointe - Welcome Center (71 Ocean Ave)	Self Initiate	20A11	8756	2	
202200481781	1050	1050 - Vehicle Stop	05/25/2022 10:37:04	20-11	Sandal Ln / Lake Dr	Self Initiate	20A11	8756	2	
202200464266	1050	1050 - Vehicle Stop	05/20/2022 09:57:34	20-11	200(300) Blk Linda Ln	Self Initiate	20A11	6933	2	
202200461554	1050	1050 - Vehicle Stop	05/19/2022 14:53:48	20-11	Lake Dr / Edwards Ln	Self Initiate	20A11	36151	2	
202200461382	1050	1050 - Vehicle Stop	05/19/2022 13:52:24	20-11	Claremont Ln / Atlantic Ave	Self Initiate	20A12	6933	2	
202200457152	1050	1050 - Vehicle Stop	05/18/2022 13:18:19	20-11	Lake Dr / Cascade Ln	Self Initiate	20A11	36151	2	
202200457094	1050	1050 - Vehicle Stop	05/18/2022 13:04:06	20-11	180 Lake Dr	Self Initiate	20A12	8235	2	
202200457015	1050	1050 - Vehicle Stop	05/18/2022 12:42:54	20-11	Lake Dr / Tacoma Ln	Self Initiate	20A11	36151	2	
202200447231	1050	1050 - Vehicle Stop	05/15/2022 15:56:32	20-11	Buccaneer (142 Lake Dr)	Self Initiate	20A11	36151	2	

Incident	Type	Incident Type Description	Date	Beat	Location	Source	Unit	Officer	Priority	Report
202200447179	1050	1050 - Vehicle Stop	05/15/2022 15:34:24	20-11	Sailfish Marina - Restaurant (98 Lake Dr)	Self Initiate	20A11	36151	2	
202200444466	1050	1050 - Vehicle Stop	05/14/2022 15:31:46	20-11	Sailfish Marina - Restaurant (98 Lake Dr)	Self Initiate	20A11	36151	2	
202200444404	1050	1050 - Vehicle Stop	05/14/2022 14:55:35	20-11	Sailfish Marina - Restaurant (98 Lake Dr)	Self Initiate	20A11	36151	2	
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28 Record(s)



Palm Beach County Sheriff's Office

Incident Search

Total Incidents Listed

28



MONTHLY ACTIVITIES REPORT TO THE TOWN COMMISSION
TOWN OF PALM BEACH SHORES
DEPARTMENT OF EMERGENCY SERVICES
23 May 2022 – 23 June 2022

TO: Mayor Alan Fiers
Town Commissioners

FROM: Trevor L. Steedman, Fire Chief

DATE: 23 June 2022

OPERATIONS

FIRE DEPARTMENT

COMMUNITY RISK REDUCTION (CRR) INITIATIVES

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



MONTHLY ACTIVITIES REPORT TO THE TOWN COMMISSION

TOWN OF PALM BEACH SHORES

DEPARTMENT OF EMERGENCY SERVICES

23 May 2022 – 23 June 2022

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

STAFFING

Career Staff. – No current vacancies

- Volunteer Staff
 - Recruitment and Retention efforts remain a priority. The entry versus attrition rate (predominantly due to full-time employment opportunities with other area departments) remains constant. There are 48 volunteer members certified to State Minimum Standards on the “Active” rolls at the time of this report.

WORKFORCE & OFFICER LEADERSHIP DEVELOPMENT

- Training & Continuing Education programs ongoing
 - Officer Development – Mid July – Location: Greenacres Fire Rescue – No Cost to PBSFD

FLEET DEPLOYMENT & MAINTENANCE

- E80 (Pierce Contender) Decommissioned on 19 April 2022
 - Currently at PBCFR radio shop to have electronics removed
 - Offer of \$45,500 received on Gov Deals - Approved
- FA80 Primary suppression apparatus



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

23 May 2022 – 23 June 2022

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 Equipment is in service at the time of this report.

BEACH & WATER CONDITIONS

- Water quality listed as “Good” at the time of this report.

OFFICE OF EMERGENCY MANAGEMENT

COVID-19:

- PBC Emergency Operations Center is maintaining COVID-19 operations at Activation Level III (Enhanced Monitoring). County Emergency Management will continue communication with Local / Municipal Emergency Management representatives as conditions change.
- **Comprehensive Emergency Operations Plan (CEOP) - Ongoing**
 - Purpose and Scope: Update/Create CEOP for the Town of Palm Beach Shores



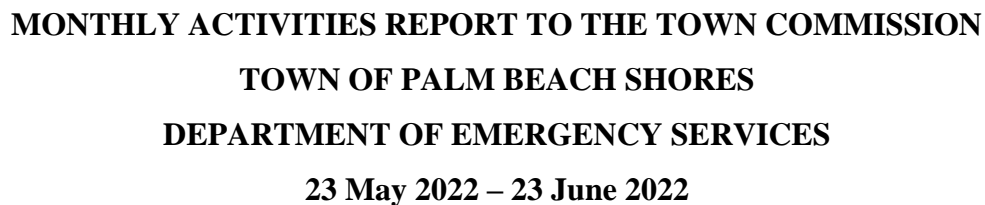
MONTHLY ACTIVITIES REPORT TO THE TOWN COMMISSION

TOWN OF PALM BEACH SHORES

DEPARTMENT OF EMERGENCY SERVICES

23 May 2022 – 23 June 2022

- Four areas of focus: Preparation, Response, Mitigation and Recovery
- Complies and aligns with 27P-6.0023, Florida Administrative Code, County Comprehensive Emergency Management Plans (CEMP) and County Emergency Management Programs
- Facilitate grant opportunities and streamline FEMA reimbursement efforts.
- Community Emergency Supply Program – Operational.
- **Continuity of Operations Plan (COOP) - Ongoing**
 - Purpose and Scope: The COOP enables organizations to continue their Essential Functions (EF's) across a wide spectrum of emergencies. This Plan applies to the functions, operations, and resources necessary to ensure the continuation of the Town's Essential Functions, in the event its normal operations at Town Hall or Town facilities are disrupted or threatened with disruption. This Plan applies to all Town personnel and contractors vital to daily operations. Palm Beach Shores staff must be familiar with Continuity policies and procedures and their respective Continuity roles and responsibilities. This Continuity Plan ensures the Town of Palm Beach Shores is capable of conducting its essential missions and functions under all threats and conditions, with or without warning, including natural and manmade disasters, technological emergencies, and military or terrorist attack-related incidents.
 - Based on a vulnerability assessment which identifies capabilities, limitations, and potential threats.
 - Identify and address any potential critical points of failure.
- **Incident Action Plans (IAP's) – Hurricane / Storm Event Template on stand-by**
 - Purpose and Scope: Provides a recognized template to establish control objectives and communicate critical information during planned and unforeseen events and emergencies.
 - Response strategies and operational goals for operational periods are regularly updated.



FIRE / EMS	TOTAL CALLS FOR SERVICE	27
		Fire-Related: 06 EMS-Related: 21
	LAST REPORTING PERIOD	39
		Fire-Related: 08 EMS-Related: 31
	PERCENTAGE OF INCREASE / DECREASE	Total: - 28.2% Fire - Related: -25 % EMS - Related: -32.3%

Formal Training & Continuing Education Summary

FORMAL TRAINING & DRILLS	DATE	TIME	LOCATION	TYPE			NATURE	STAFFING	NOTES
				FIRE	RESCUE	EMS			
	31 May 2022	1830	Town Beach		X	X	Surf Rescue	23	Hands-On
	14 June 2022	1815	Phil Foster Park		X	X	Scaffold Emergencies	21	Classroom
	21 June 2022	1830	321 Inlet	X	X	X	VES - RIT	24	Hands-On
<p align="center">Formal Training Drills – 03</p> <p align="center">Personnel Participation – 68</p> <p align="center">Personnel Training Hours – 204</p>									



Public Works Department

Monthly Status Report

June 2022

Community Center:

1. Received the three quotes to replace the 2nd floor east balcony awning. The contract was awarded to Awnings Contractors & Designers Inc. The cost for the project \$23,566.98 that included replacement of the canopy and replacement of the existing steel frame that is rusted beyond repairs and will be replaced with an all-aluminum frame. The installation timeframe is two to three weeks.
2. The 5 each Fireproof Metal Doors located on the 1st floor have been repaired and painted. The repairs performed will extend the life of the doors for an estimated time of two or three years at that time they will be schedule for replacement. The project was completed on Friday, June 17, 2022, by Public Works.
3. Scheduling the Restaurant and Kitchen Planners to discuss 2nd floor kitchen remodel.
4. Repaired and painted the 1st floor ceiling due to fan installation and Fire Sprinkler Head replacement. The project was completed on Thursday, June 23, 2022.
5. Replaced the cold-water supply line shutoff valve 2nd floor in ceiling above the men's bathroom due to leaking. Repaired the drywall and repainted ceiling. Public Works repaired the plumbing and ceiling. The project was completed on Friday, June 24, 2022.
6. The projects listed is funded through the approved general and capital budget.

Grounds & Parks:

1. Received three new quotes to order the new Park Benches for Inlet Park. The vendor BELSON OUTDOORS was awarded the sale at a cost of \$ 9,990.00 for 6 each concrete benches. Delivery time six to eight weeks.
2. Scheduling to install concrete slabs under the Parkway benches due to safety concerns. The concrete slabs will replace the existing individual square pavers creating an uneven surface and trip hazards. There is a total of 37 concrete slabs to be installed. This project will be performed by the Public Works Staff.
3. Receiving quotes to replace the damaged concrete trash cans located on the Parkway, Inlet Park, and Beach. The vendor BELSON OUTDOORS was awarded the sale at a cost of \$ 9908.24 for 10 each concrete trash cans with plastic can liners. Delivery time six to eight weeks.
4. Scheduling to pressure wash the Parkway sidewalk, bricks, and park benches.

5. Scheduling to convert all the Irrigation mechanical time clock controllers and zone valves to digital located along the Parkway. There is a total of 5 stations to be converted. This will improve water consumption and maintenance costs. The work will be completed by the Public Works Department staff.
6. The new Tree Trimming contractor BrightView trimmed trees on the Parkway Tuesday, May 17, 2022. The estimated time of completion including the Beach Palm Trees is two weeks. The first cutting of the Coconut Palm Trees is scheduled to be trimmed in late July, or the beginning of August 2022.
7. The projects listed is funded through the approved general and capital budget.

Streets:

1. The streetlight restoration project began July 8, 2021. The restoration includes concrete repairs to the light poles and painting of the poles with a color of Hunter Green. There are a total of 196 streetlight poles in Town including the Streets, Parkway, and Town Hall parking lot. The work is performed by the Public Works Department. The restoration work will have a cost savings of \$ 6,000.00 per pole if replaced. Locations of the completed Street Light Poles as follows: The parkway, Town Hall Parking Lot, and the Beach Parking Lot. Bamboo Road and Sandal Lane in progress. This project is ongoing due to weather and other project delays.
2. The Public Works Department will continue to apply asphalt patch in various locations on the Town Streets as needed. Tacoma Lane in the 200 block and Cascade Lane 300 block was applied on Monday, June 13, 2022. The total of 35 bags of DOT approved asphalt patch was applied.
3. The installation of the street storm drains swales on the corner of Edwards Lane and Lake Drive and the south side of Blossom Lane and Lake Drive storm drain swale was completed on Wednesday, May 4, 2022. Public Works performed the tasks.
4. Performed Maintenance and Inspection on Tuesday, May 16, 2022 on the Lake Drive and Bamboo Road Tidal Valve. The integrity and operation of the Tidal Valve is within factor standards.
5. The projects listed is funded through the approved general budget.

Lift Stations:

1. Scheduling to receive quotes to replace the 8-inch riser pipes in the wet well of the Lake Drive Lift Station #01. Possible piggyback contract available for project. Waiting on contractors' availability.
2. Scheduling to reline the streets sewer manholes in various locations. Waiting on contractors' availability.
3. Scheduling to perform the preventive maintenance cleaning of the Town's main sewer lines running under the streets. Linda Lane is scheduled for July 2022. Waiting on contractors' availability.
4. The projects listed is funded through the approved general and capital budget.

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

1. Scheduling to apply a roof coating on the Town Hall Building, Flat Roof. Public Works will be applying the roof coating. This process will prolong the roof integrity 8-10 years. The project was completed on Friday, June 24, 2022.

2. The Exterior Paint Project of the Police, and Fire Bay, still in progress, Estimated completion date weather permitting on Friday, July 15, 2022.
3. The projects listed is funded through the approved general and capital budget.

Capital Projects For 2021-2022:

1. Community Center Replace 1st floor fireproof metal doors: **Public Works Repaired.**
2. Community Center Replace 2nd floor east balcony awning: **In progress / Contractor.**
3. Paint Exterior of Town Hall, Police, and Fire Bay: **Scheduling in progress / Public Works will perform the work. Town Hall is completed.**
4. Town Hall new Fire Alarm monitoring system: **Receiving Estimates / Contractor.**
5. Inlet Park, Parkway, Beach, and town streets replace concrete trash cans: **On order / Contractor.**
6. Inlet Park and Beach replace concrete benches: **On order / Contractor.**
7. Streets New Storm grates and concrete aprons: **In progress / Public Works to perform the work. Storm Grates are installed.**
8. Lift station #01 Lake Drive replace wet well riser pipes and pump base plates: **Receiving Estimates and piggyback contracts availability / Contractor.**

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, June 21, 2022, Public Works Safety Officer (Public Works Director).
4. Irrigation maintenance and repairs training by BrightView landscaping. No cost to the Town.
5. Lift Stations Pumps and Valves training by PSI Technologies. No cost to the Town.

Updates:

1. AT&T Project.
2. Watermain Project.
3. The Iguana Extermination program has proven to be a successful program. Public Works Staff was on the Inlet Park Thursday, May 5, 2022, to Friday, May 13, 2022. The Inlet Residents have been of great assistance with reporting the times and locations of the Iguanas on the Inlet rock seawall. A total of 33 Iguanas have been exterminated at this time. Total Males = 13 Total Females = 20.
The Iguana Extermination program has been delayed due to weather.

TOWN CLERK REPORT
May 2022 Statistics
June 27, 2022, Commission Meeting

TASKS	STATUS
Upcoming Meetings and Important Dates	<ul style="list-style-type: none"> ➤ Commission Workshop July 11, 2022 @ 7:00 pm ➤ Commission Meeting July 25, 2022 @ 7:00 pm ➤ Budget Workshop #1 July 11, 2022 @7:00 pm ➤ July 25, 2022, Set Proposed Millage Rate ➤ P&Z Meeting and LPA Meeting July 27, 2022 @ 6:30 pm ➤ August 8, 2022, Budget Workshop #2 @ 7:00 pm ➤ August 15, 2022, Budget Workshop #3 @ 7:00 pm (if needed)
Building Department Information	<p>May 2022: Total Permits issued: 29 Total Permit Fees Paid: \$ 31,921.28</p> <p>Reminder: Working without a permit will result in a stop work order and a charge of 4 times the permit fee. Unsure if you need a permit, call the Building Department, and we'll be glad to help you.</p> <p>There is a fee when submitting plans for review before the DRC and P&Z Boards. These fees are in accordance with Sec. 14-83 and Pf. 17.4, Town Code, the Town's Schedule of Fees and Charges and the executed Owner Acknowledgment & Certification provided as part of your Development Application. These fees are not included in the Building Permit Fees.</p>
Code Compliance	<p><u>The following is a count of properties that had Code Enforcement violations from May 22, 2022 – June 22, 2022</u></p> <p>Code Violation: Sec. 38-9. – Collections times; notice. Yard debris, bulk, and trash/garbage being placed out for pickup days before the scheduled pickup date. 2 Closed. 0 Open.</p> <p>Code Violation: Sec. 18-329. – Property Maintenance. 2 Closed. 0 Open.</p> <p>Code Violation: Sec. 14-106. Florida Building Code (Structural Engineering Report for the condition of the building) 0 Closed. 2 Open. 220 Inlet Way, 101 Edwards Ln</p> <p>Code Violation: Sec. 14-106. Florida Building Code (Work without a permit) 1 Closed. 0 Open.</p> <p>Code Violation: Sec. 70-82. – Boat trailer in driveway/parking lot. 1 Closed. 0 Open.</p> <p>Code Violation: Sec. 18-24. Business Tax Receipt/ Certificate of Use 8 Closed 0 Open</p> <p>Code Violation: Sec 70-76 RV permitted. 2 Closed. 0 Open.</p> <p><u>Total Amount of Cases created that are closed from 5/22/22 – 6/22/2022:</u> 15</p> <p><u>Total Amount of Cases created that are still open from 5/22/22 – 6/22/2022:</u> 2</p> <p><u>Total count of Cases 5/22/22 – /22/2022</u> 17</p> <p><u>Notice of Violation Sent:</u> 0</p> <p><u>Special Magistrate July 20, 2022</u> 218 Cascade Ln (Status Hearing)</p>
TOWN HALL	<ul style="list-style-type: none"> • Town Hall is open from 8:30 am to 4:30 pm. • Beach Parking Decals for the FY 2022-2023 are available for sale. Please make sure you bring your vehicle tag information (License Plate) and Current one year lease if you are a renter. Cash (small bills, please) Check or Credit Card (2.5% fee added) accepted. • Non-Resident Beach Passes will be available on July 1, 2022. First Come, First Serve and unfortunately, we cannot save them for anyone.

**FIRST FIVE YEAR EXTENSION TERM OF THE
SOLID WASTE AND RECYCLING
COLLECTION AND DISPOSAL SERVICES AGREEMENT**

Between
THE TOWN OF PALM BEACH SHORES
And
WASTE MANAGEMENT INC. OF FLORIDA

This First Five Year Extension Term of the Solid Waste and Recycling Collection and Disposal Services Agreement by and between the Town of Palm Beach Shores, a municipal corporation organized and constituted in accordance with the laws of the State of Florida, whose address is 247 Edwards Lane, Palm Beach Shores, Florida 33434, hereinafter called "Town," and Waste Management Inc. of Florida, a Florida corporation, whose address is 1001 Fannin Street, Houston, Texas, with local offices at 651 Industrial Way, Boynton Beach, Florida 33426, hereinafter called the "Contractor", hereby amends and extends the original agreement, and sets forth the terms and conditions by which the parties agree to be bound.

WITNESSETH

WHEREAS, the Town and the Contractor entered into the Solid Waste and Recycling Collection and Disposal Services Agreement in September, 2017; and

WHEREAS, that original agreement provided a five (5) year term which expires on September 30, 2022 as well as the option to negotiate and extend the original agreement for up to two (2) subsequent five (5) year term; and

WHEREAS, the Contractor provided the Town with the required request to negotiate a first extension term in March, 2022; and

WHEREAS, as a result, the Town and the Contractor have successfully negotiated this First Five Year Extension Term of the Solid Waste and Recycling Collection and Disposal Services Agreement and by their respective signatures below, express their intent to be bound by the terms and conditions contained herein.

NOW THEREFORE, for and in consideration of the mutual promises and covenants hereinafter contained to be kept and performed by the parties hereto, the Town and the Contractor hereby agree to enter into and be bound by the terms and conditions of this First Five Year Extension Term of the Solid Waste and Recycling Collection and Disposal Services Agreement (hereinafter referred to as the "First Extension Agreement").

1) Recitals: The foregoing recitals are true and correct and are hereby incorporated into this First Extension Agreement as if fully set forth in this Section 1.

2) Term: Paragraph 2) Term. of the original agreement is repealed in its entirety and is replaced with the following:

The Town hereby grants to the Contractor the exclusive right and obligation to collect garbage, trash, vegetation, recyclable materials and construction debris within the corporate limits of the Town in accordance with the terms and conditions as hereinafter stated for

a first extension term of five (5) years, commencing on October 1, 2022 and ending on September 30, 2027. This First Extension Agreement hereby provides an option to negotiate for one additional five (5) year term, which may be exercised by the Contractor by giving notice of its request to the Town no later than six months prior to the end of this first extension term unless the First Extension Agreement has been previously terminated in accordance with Section 23 of the original agreement. Both the Town and the Contractor hereby acknowledge and agree that the option to renew is not automatic, but, once timely exercised by the Contractor, must be mutually agreed upon by both Parties.

3) Rates and Fees: Paragraph 17) Rates and Fees. of the original agreement is amended by replacing the original **Exhibit B** with the new **Exhibit B** attached hereto, with the effective date of October 1, 2022. All other text of this paragraph shall remain in full force and effect as in the original agreement.

4) Maximum Increase to Contractor Compensation: Paragraph 19) Disposal Costs – Increased Compensation. of the original agreement is amended by increasing the maximum permitted increase to fees payable to the Contractor in any 12 month period, regardless of any actual CPI percent change, from 3% to 5%. All other text of this paragraph shall remain in full force and effect as in the original agreement.

5) Franchise Fees: Paragraph 21) Franchise Fee. of the original agreement is repealed in its entirety and is replaced with the following:

The Contractor shall pay the Town a franchise fee at the rate of \$0.65 per residential unit and \$2.75 per yard of commercial collection for year one (1) of the First Extension Agreement. These franchise fees shall be paid to the Town on a monthly basis as a deduction from the amount paid by the Town to the Contractor for services contemplated by Paragraph 17A, and on a quarterly basis for all other services as contemplated by Paragraphs 17B and 17C. Notwithstanding the foregoing, multi-family residential units that require containerized collection more than twice per week shall be charged a franchise of \$0.65 per yard, which shall then be paid by the Contractor to the Town on a quarterly basis. Franchise fee rates shall be adjusted at the same percentage amount and in conjunction with any increase to Contractor compensation provided under Paragraph 19.

6) All other text and exhibits contained in the original agreement shall remain in full force and effect unchanged and shall be applicable to this First Extension Agreement. The original agreement shall be appended to this First Extension Agreement for such purposes.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Town and the Contractor have hereto set their hands and seals this ____ day of June, 2022

ATTEST:

TOWN:

Town of Palm Beach Shores

Jude Goudreau, Town Clerk

By:_____
Alan Fiers, Mayor

(Seal)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:_____
Keith W. Davis, Town Attorney

ATTEST:

CONTRACTOR:

Waste Management Inc. of Florida

Asst. Secretary

By:_____
David M. Myhan, President

(Corporate Seal)

Signed, sealed and delivered in
the presence of two witnesses:

Witness

Witness

PALM BEASH SHORES RATE SCHEDULE - Effective October 1st 2022

CURBSIDE RESIDENTIAL RATES Per Month (Collection only)					
Services	10/1/2022				
Solid Waste incl veg (2x/wk)	\$ 9.27				
Vegetation (1x/wk)	\$ 4.61				
Bulk Trash (1x/wk)	incl				
Recycling (1x/wk)	\$ 3.47				
Total Rate	\$ 17.35	\$ -	\$ -	\$ -	\$ -
Franchise Fee Per Unit	\$ 0.65				
Total Per Yard & Fee Rate	\$ 18.00	\$ -	\$ -	\$ -	\$ -
Optional 2x/wk Veg Collection	\$ 10.24				

MULTIFAMILY CONTAINERIZED RATES 2x WK SERVICE - billed to Town					
<i>Rates quoted are on a per yard, per container basis</i>					
Services	1/0/1900				
Container 'Collection Rate *	\$ 8.11				
Total Per Yard Rate	\$ 8.11				
Franchise Fee Per Unit	\$ 0.65				
Total Per Yard & Fee Rate	\$ 8.76	\$ -	\$ -	\$ -	\$ -
Compacted Collectiton Rate *	\$ 10.13				
Total Per Yard Rate	\$ 10.13				
Fee Per Unit	\$ 0.65				
Total Per Yard & Fee Rate	\$ 10.78	\$ -	\$ -	\$ -	\$ -
<i>* no disposal charge</i>					

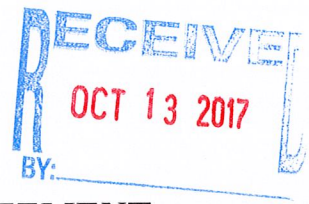
MULTIFAMILY CONTAINERIZED RATES - exceeding 2x wk service; billed to Customer					
<i>Rates quoted are on a per yard, per container basis</i>					
Services	10/1/2022				
Container 'Collection Rate *	\$ 8.11				
Franchise Fee Per Yard	\$ 0.65				
Total Per Yard Rate	\$ 8.76	\$ -	\$ -	\$ -	\$ -
Compacted Collectiton Rate *	\$ 10.13				
Franchise Fee Per Yard	\$ 0.65				
Total Per Yard Rate	\$ 10.78	\$ -	\$ -	\$ -	\$ -
<i>* no disposal charge</i>					

COMMERCIAL BUSINESSES CONTAINERIZED RATES (Collection Only)					
<i>Rates quoted are on a per yard, per container basis</i>					
Services	10/1/2022				
Container 'Collection Rate *	\$ 8.11				
Franchise Fee Per Yard	\$ 2.75				
Total Per Yard Rate	\$ 10.86	\$ -	\$ -	\$ -	\$ -
Compacted Collectiton Rate *	\$ 10.13				
Franchise Fee Per Yard	\$ 2.75				
Total Per Yard Rate	\$ 12.88	\$ -	\$ -	\$ -	\$ -
* disposal is extra					

ROLLOFF RATES AND FEES					
Rolloff Per Pull Rate *	\$ 309.63				
Franchise Fee Per Yard **	\$ 2.75				
* plus disposal charge where applicable; any size; open top or compactor					
** franchise fee is based on actual size of container.					

Need to Confirm if These Rates can be updated

Ancillary Services			Frequency					
Service Description	Rate for Service and Further Details		1	2	3	4	5	6
Rollout Out Mechanical Containers (and returning it to original location)	\$ 2.07	per service, per container	\$ 8.96	\$ 17.93	\$ 26.89	\$ 35.85	\$ 44.81	N/A
Opening (and Closing) Doors or Gates	No Charge							
Locks for Containers	\$ 10.12	(One Time) Charge for Replacements based on costs + 10%						
Unlocking Containers	\$ 1.52		\$ 6.58	\$ 13.15	\$ 19.73	\$ 26.30	\$ 32.88	N/A
Supplying (and retrofitting) Locking Mechanism on Container Per Customer Request	\$ 61.87	One time installation charge						
Adding Wheels to or Changing Wheels on Containers	No Charge							
Adding Lids to or Changing Lids on Containers	No Charge							
Moving Container Location Per Customer Request	No Charge							
Lease of Compactor	Negotiable							
* no charge for residents medically unable to bring solid waste or recovered materials to curbside								



**SOLID WASTE AND RECYCLING
COLLECTION AND DISPOSAL SERVICES AGREEMENT**
Between
THE TOWN OF PALM BEACH SHORES
and
WASTE MANAGEMENT INC. OF FLORIDA

This Agreement, entered into this ____ day of September, 2017, effective October 1, 2017, by and between the Town of Palm Beach Shores, a municipal corporation, organized and constituted in accordance with the laws of the State of Florida, whose address is 247 Edwards Lane, Palm Beach Shores, Florida 33404, hereinafter called "Town," and Waste Management Inc. of Florida, a Florida corporation whose address is 1001 Fannin Street, Houston, Texas 77002, and whose local office is located at 651 Industrial Way, Boynton Beach, Florida 33426 hereinafter called the "Contractor", and collectively referred to as the "Parties", hereby specifically sets forth the terms and conditions by which the Parties agree to be bound.

WITNESSETH

WHEREAS, there exists in the Town a need for residential and commercial garbage, trash, vegetation and recycling collection service for the businesses located in the Town and for citizens residing within its corporate limits; and

WHEREAS, the Town has solicited these needed garbage, trash, vegetation and recycling collection services through its RFP #SW17-01 and upon completion of the review, evaluation and ranking process specified therein, the Contractor was the successful Proposer; and

WHEREAS, the Contractor is willing and able to provide these needed garbage, trash, vegetation and recycling collection services for the Town for a reasonable fee and pursuant to the terms of this Agreement; and

WHEREAS, the Contractor and the Town are willing to cooperate and work together in order that the residents and commercial enterprises of the Town may benefit.

NOW THEREFORE, for and in consideration of the mutual promises and covenants hereinafter contained to be kept and performed by the parties hereto, the Town hereby grants to the Contractor an exclusive franchise for the residential and commercial collection of garbage, trash, vegetation, and recyclable materials; and the parties agree as follows:

- 1) Recitals. The foregoing recitals are true and correct.
- 2) Term. The Town hereby grants to the Contractor the exclusive right and obligation to collect garbage, trash, vegetation, recyclable materials and construction debris within the corporate limits of the Town in accordance with the

terms and conditions as hereinafter stated for period of five (5) years, commencing on October 1, 2017 and ending on September 30, 2022. This Agreement hereby provides an option to negotiate for a maximum of two additional five (5) year terms. Each of the two (2) renewal options may be exercised by the Contractor by giving notice of its request to the Town no later than six months prior to the end of any term or renewal term unless the Agreement has been previously terminated in accordance with Section 23 herein. Both the Town and the Contractor hereby acknowledge and agree that the options to renew are not automatic, and once timely exercised by the Contractor, must be mutually agreed upon by the Parties.

- 3) Scope of Services. The Contractor will furnish Curbside Residential (single-family) garbage collection service, Containerized Residential (multi-family) garbage collection service and Commercial garbage collection service to the Town as provided in this Agreement. The Contractor will also furnish recycling and bulk item collection to all single-family and multi-family residential customers, and to all Commercial customers on a once a week scheduled basis. The Contractor will also furnish vegetation collection service to all single-family and multi-family residential customers on either a once or twice per week scheduled basis as directed by the Town Commission. It is understood that the Town has selected the option of once per week vegetation collection service with the commencement of this Agreement. Should the Town decide to increase vegetation collection service to twice per week, it shall provide the Contractor with 60-days advance written notice of such decision. The Contractor will furnish roll off service on an as needed basis. The Contractor shall provide to the Town a schedule of the garbage, vegetation, bulk items and recycling collection service to be provided for Curbside Residential units; which schedule shall be subject to acceptance by the Town. The proposed schedule is attached hereto as **Exhibit A** and may be modified from time to time upon mutual agreement of the Parties. The Contractor shall utilize its own personnel and equipment, or subcontractors with prior approval of the Town, for the provision of these services and shall maintain the said equipment in a state of good repair at all times. The Contractor shall provide, at no charge to the customers, during the term of this Agreement all SWA issued recycling containers. The Contractor shall also provide and maintain, at no charge to the customers, during the term of this Agreement all Curbside Residential garbage collection containers which shall initially be the 65 gallon size, forest green in color and equipped with solid wheels. Individual residential customers may exchange the 65 gallon size container for a larger (96 gallon size) or smaller (45, 35 or 25 gallon size) container based on their generation and collection needs; however, each individual residential customer should have a sufficient sized container to contain all garbage for collection on a twice a week basis. Contractor may exchange or provide new containers for up to fifty (50) residents per year at no cost to the Town. Any contracts entered into between individual multi-family containerized

customers and the Contractor prior to October 1, 2017 that modify the number of weekly collection days shall be deemed void.

- 4) Holiday Schedule. There will be no collection on Thanksgiving Day, Christmas Day and/or New Years Day. Collection will resume on the next scheduled collection day. All collection will be suspended during a hurricane; however, the Contractor may assist the Town, at the Town's request, in its clean-up efforts immediately following a hurricane with specialized equipment brought in from other jurisdictions for that purpose as may be needed, at a mutually agreed upon rate for such services. It is mutually understood that the Town has a separate provider for hurricane debris removal.
- 5) Free Service - Town Buildings. During the term of this Agreement, the Contractor agrees to pick up all garbage, trash, vegetation and recyclable materials from Town Hall, the Town Community Center, the Town Police Department, and the Town Fire Station at no cost to the Town. The Contractor shall provide the appropriate number and type of collection containers to the Town at no cost to the Town.
- 6) Property Damage. The Contractor agrees to repair or replace all property, public or private, altered or damaged by its agents and/or employees in the performance of this Agreement, in as good a condition as it was before being altered or damaged. It is further understood and agreed by and between the parties that, if the Contractor shall fail or refuse to pay any claim or claims arising out of the damage to property of any owner or tenant in the Town, the Town may, after written notice of same has been provided to the Contractor with a thirty (30) day period allowed for cure, upon being satisfied of the validity of said charges, deduct the same from the next payment or payments to become due to the Contractor and pay the same to the claimant or, in the alternative, at the sole election of the Town, call on the performance bond or letter of credit provided in Section 13 below to pay said claim or claims as provided for herein.
- 7) Litter. The Contractor shall not litter premises in the process of making collections, but shall not be required to collect material that has not been placed in approved containers or in a manner herein approved. It shall be the responsibility of the Contractor to make sure that the size of container and frequency of collection is adequate for the amount of waste material deposited in the container.
- 8) Collection Equipment.
 - A. The Contractor shall provide an adequate number of vehicles approved by the Town for regular collection services. The vehicles shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle

shall have clearly visible on each side the name and phone number of the Contractor.

- B. The Contractor shall certify to the Town within 60 days after the commencement of each franchise year the nature and quantity of vehicles and equipment on hand and available for regular collection services and back-up in the event of any breakdowns.
- C. The Contractor shall provide an adequate number of appropriately sized standard manufactured type mechanically serviced commercial containers, compatible with the Contractor's servicing equipment and subject to government regulation. The Contractor shall also provide for overflow pick-up of garbage and bulk trash material that cannot be accommodated in such containers. Such overflow pick-up shall be reflected on **Exhibit A at the rate reflected on Exhibit B**. The Town reserves the right to disapprove of the containers furnished by the Contractor if those containers are too small for the use, unsightly, unsafe or experience mechanical difficulties at the sole determination of the Mayor or the Mayor's designee. Containers shall at all times be maintained in good repair and appearance, and shall be kept in a clean and sanitary condition.

9) Office. The Contractor shall establish and maintain a local office or such other facilities through which it can be contacted, where service may be applied for, and complaints can be made. It shall be equipped with sufficient telephones with local telephone numbers, and shall have one (1) responsible person on duty and in charge during collection hours and shall be open during collection hours.

10) Hauling. All solid waste hauled by the Contractor shall be so contained, or enclosed that leaking, spilling or blowing are prevented. In the event of any spillage, the Contractor shall immediately clean the spill.

11) Routes and Schedules. Routes and schedules of commercial collection shall be subject to the approval of the Town through the Town Commission. The Contractor shall provide the Town with proposed schedules of commercial routes and shall keep such information current at all times. Such schedule may be modified from time to time upon the mutual agreement of the Parties. It shall be the customer's responsibility to place solid waste material in an approved container at the appropriate location for collection before the approved starting hour.

12) Complaints. All complaints shall be resolved by the Contractor within twenty-four (24) hours. The Contractor shall supply the Town with copies of all complaints on a form approved by it and indicate the disposition of each. Such records shall be available for Town inspection at all times during business hours. The form shall indicate the day and the hour on which the complaint was received and the day and

the hour on which it was resolved. When a complaint is received on the day preceding a holiday or on a Saturday, it shall be serviced on the next working day.

13) Bonds. The Contractor will provide a performance bond in the amount of one million dollars (\$1,000,000.00) to the Town, or may substitute a letter of credit for the performance bond upon consent of the Town, to guarantee faithful performance of this Agreement. Should the Town be forced to expend money to perform any deficiencies under this Agreement, the Town may call on the bond or letter of credit, if applicable, to cover such costs. The Contractor will be provided a notice of deficiency and be given an opportunity to cure such deficiency within thirty (30) days of receipt of notice before the bond or letter of credit is called.

14) Insurance. The Contractor shall, during the term of a Contract, maintain in full force and effect, commercial general liability insurance policy and automobile liability insurance policy, which specifically covers all exposures incident to the Contractor's operations under such Contract. Such insurance shall be with a company acceptable to the Town and each policy shall be in an amount of not less than \$1,000,000.00 Combined Single Limit for personal bodily injury, including death, and property damage liability and the general liability shall include but not be limited to coverage for Premises/Operations, Products/Completed Operations, Contractual, to support the Contractor's Agreement or indemnity and Fire Legal Liability. In addition to the above liability limits, the Contractor shall maintain a \$5,000,000.00 umbrella and/or excess liability coverage. Policy(ies) shall be endorsed to show the Town as an additional insured as its interests may appear and shall also provide that the insurance shall not be canceled, limited or non-renewed until after thirty (30) days written notice has been given to the Town. Current certificates of insurance evidencing required coverage must be on file with the Town at all times. The Contractor shall provide and maintain during the life of the contract, at its own expense, worker's compensation insurance coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include employers' liability insurance in an amount not less than one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) by disease, and five hundred thousand dollars (\$500,000.00) aggregate by disease. If any operations are to be undertaken on or about navigable waters, coverage must be included pursuant to the Longshoremen and Harbor Workers Act and Jones Act.

15) Hold Harmless Agreement. The Contractor shall be liable for its own actions and negligence, and those of its officers, employees and agents, which are the subject of this Agreement and the work to be performed thereby. The Contractor shall indemnify, defend and hold harmless the Town against any actions, claims or damages arising out of the Contractor's actions and negligence, and those of its officers, employees and agents, in connection with this Agreement and the work to be performed thereby.

16) Independent Contractor. It is expressly agreed and understood that the Contractor is in all respects an independent contractor as to the work, notwithstanding the fact that the Contractor is bound to follow the directions of designated Town officials with regard to certain aspects of this Agreement. The Contractor is in no respect an agent, servant or employee of the Town.

17) Rates and Fees.

- A. The Town shall pay to the Contractor an established rate per month per residential unit for curbside garbage collection which shall herein be known as "Curbside Residential" rate. Additionally, the Town shall pay the Contractor an established rate per cubic yard of garbage collection for Containerized Residential (dumpster) service. These rates paid by the Town are based on a twice per week garbage collection schedule. Additionally, the Town shall pay the Contractor an established rate per month per unit for curbside and containerized residential recycling and bulk item collection service provided once per week. Additionally, the Town shall pay the Contractor an established rate per month per unit for curbside and containerized residential vegetation collection provided either on a once or twice per week scheduled basis as directed by the Town Commission. The rate schedule for Curbside Residential garbage collection service, Containerized Residential (dumpster) garbage collection service, Commercial garbage collection service, all recycling and bulk collection service, vegetation collection service and Roll-off service is attached hereto as **Exhibit B** and has been approved by the Town Commission. No charges and / or fees other than those specifically set forth on **Exhibit B** may be collected. For all new construction, billing shall commence on the first day of the month following the issuance of a certificate of occupancy by the Town. The Contractor shall submit an invoice to the Town on or about the 10th day of each month, and shall be compensated within 30 days of receipt by the Town of said invoice, pursuant to the rates set forth in **Exhibit B**.
- B. Each commercial customer shall contract with the Contractor individually; however, the collection and disposal rates shall be as set forth on **Exhibit B** and no charges and/or fees other than those specifically set forth on **Exhibit B** may be collected. Ancillary Services. For services not specifically covered in Exhibit B, the rates shall be negotiated between the customer and contractor.
- C. For services not listed in Paragraph 17A above, including Containerized Residential (dumpster) service in excess of twice per week and / or Roll off service, the customer shall be billed directly by the Contractor, however, the rates shall be as set forth on **Exhibit B** and no charges and/or fees other than those specifically set forth on **Exhibit B** may be collected. Also, customers

desiring to rent, lease or purchase compactors from the Contractor must pay a separate fee directly to the Contractor, which fee is not included on **Exhibit B**. In the event of a rate dispute, the Mayor or the Mayor's designee will establish the final rate on a fair and equitable basis for all parties concerned.

- D. Should any Commercial account or any Containerized Residential (multi-family) (dumpster) account become 30 days delinquent, the Contractor shall notify the Town. Should any commercial account or any Containerized Residential (multi-family) (dumpster) account become 60 days delinquent, the Contractor shall again notify the Town. Should any commercial account or any Containerized Residential (multi-family) (dumpster) account become 90 days delinquent, the Contractor shall again notify the Town and upon receipt of such 90 day notice (preceded by 30 and 60 day notices), the Town agrees to pay said account current within 30 days. Should any such delinquent account thereafter be paid by the customer, the Contractor agrees to reimburse the Town for any payments made by the Town pursuant to this section.

18) Financial Statement. Each year, within 120 days after the close of the Contractor's fiscal year, the Contractor shall deliver to the Town a Certified Financial Statement including, at a minimum, a Balance Sheet and an Income Statement representing the financial position and the Results of Operations respectively of the Contractor. The report must include the opinion of a Florida Certified Public Accountant, who has conducted an audit of the Contractor's books and records in accordance with generally accepted auditing standards which include tests and other procedures necessary, that the financial Statements are fairly presented, in all material respects, in conformity with generally accepted accounting procedures.

19) Disposal Costs - Increased Compensation. In the event disposal costs charged to the Contractor for garbage, trash, vegetation, construction debris and recyclable materials at approved sites are increased or decreased, the rate charged for the collection of the garbage, trash and recyclable materials may be adjusted accordingly effective October 1 of each year and passed through to the customer either as an increase or reduction in the fees charged. All residential disposal credits for the Town will be assigned to the Contractor. The disposal portion of the commercial rate will be based on the Solid Waste Authority's calculation. Additionally, the fees or compensation payable to the Contractor for each year of the term hereof shall be adjusted on October 1 of each year based on the percent change as reflected in the United States Department of Labor Consumer Price Index for All Urban Consumers: Water and Sewer and Trash Collection Services Series CUUR0000SEHG, as published by the Bureau of Labor Statistics, for the twelve (12) month period ending nearest, but at least 120 days prior to, the October 1 adjustment date. At least 120 days prior to the October 1 adjustment date, the Contractor shall provide the Town with its computations therefor. Adjustments shall be made in units of one cent (\$0.01). Regardless of the actual percentage change as reflected in the United States Department of Labor Consumer Price Index for All Urban

Consumers: Water and Sewer and Trash Collection Services Series CUUR0000SEHG, as published by the Bureau of Labor Statistics, for the twelve (12) month period ending nearest, but at least 120 days prior to, the October 1 adjustment date, and notwithstanding anything in this Agreement to the contrary, adjustments to the fees or compensation payable to the Contractor for any particular year of the term hereof shall not exceed a maximum adjustment of three percent (3%).

20) Additional Services. Collection of construction debris and similar material shall be provided by the Contractor with Roll-off service or clam shell truck service by a separate agreement with the private residential or commercial customers affected, at the rates set forth on **Exhibit B**. If additional service is required by the Town as opposed to a private party, this Agreement may be modified by mutual consent of the Parties.

21) Franchise Fee. The Contractor shall pay the Town a ten percent (10%) franchise fee; which franchise fee shall be calculated as ten percent (10%) of the Contractor's net billing revenue (gross collections less disposal costs) under this Agreement. This franchise fee shall be paid to the Town on a monthly basis as a deduction from the amount paid by the Town to the Contractor for services contemplated by Paragraph 17A. This amount shall be paid to the Town quarterly by the Contractor for all commercial services and other services contemplated by Paragraphs 17B and C or otherwise when not captured by the deduction from the amount paid by the Town to the Contractor for services contemplated by Paragraph 17A.

22) Hazardous Waste. Nothing in this Agreement shall require and the Contractor shall not collect for disposal of any material which is hazardous in nature as that term is used in any applicable law, rule or regulation.

23) Termination. The Town shall have the right to terminate this Agreement upon receipt of complaints that remain unresolved or by virtue of a default hereunder by the Contractor. Should the Contractor default in any of its material obligations as set forth herein, or should there be complaints to be corrected, then the Town shall notify the Contractor in writing of such default or complaint, whereupon the Contractor shall make every reasonable effort to correct the default or complaint. If the Contractor refuses or is unable to correct the default or complaint within thirty (30) days of written notification, the Town may then give the Contractor sixty (60) days written notice of cancellation. Should the Contractor fail to make payments to the Town as required herein, the Town shall have the right to terminate this Agreement immediately.

24) Compliance with Laws and Ordinances. The Contractor will comply with all standing Federal and state laws and all applicable county and local ordinances in the performance of the duties contemplated by this Agreement.

25) Access and Audits: The Contractor shall maintain within Palm Beach County adequate records of the services during each year and for two years following the end of

each year of the Agreement. The Town shall have the right to review all records maintained by the Contractor upon 24 hours written notice. In order to avoid both over-billing and under-billing, on each anniversary of the effective date of this Agreement, the Contractor shall conduct an audit of all properties within the Town that receive services from the Contractor.

26) Notice. Written notice as provided for herein shall be considered sufficient when sent by certified mail or hand delivered to the Parties at the following addresses:

Town	Contractor
Town of Palm Beach Shores 247 Edwards Lane Palm Beach Shores, FL 33404 Attn: Mayor or Designee	Waste Management Inc. of Florida 651 Industrial Way Boynton Beach, Florida 33426 Attn: Ellen Smith, Gov't. Affairs Manager

- 27) Attorneys' Fees. In the event that it becomes necessary for either Party to employ counsel to collect this obligation or to enforce this Agreement, whether or not suit be brought, the prevailing party shall be awarded reasonable attorneys' fees, including fees on appeal.
- 28) Severability. Should any provision of this Agreement be declared invalid by a court of competent jurisdiction, same shall be deemed stricken herefrom and all other terms and conditions of this Agreement shall continue in full force and effect as if such invalid provision had never been made a part thereof.
- 29) Delay - Not a Waiver. No delay by the Town in enforcing any covenant or right hereunder shall be deemed a waiver of such covenant or right, and no waiver by the Town of any particular provision hereof shall be deemed a waiver of any other provision or a continuing waiver of such particular provision, and except as so expressly waived, all provisions hereof shall continue in full force and effect.
- 30) Non-assignment. This Agreement may not be assigned in whole or in part by the Contractor without written consent of the Town, which written consent may be withheld at the sole discretion of the Town for any reason or for no reason.
- 31) Force Majeure. If either Party is prevented from or delayed in performing its duties under this Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruption, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, federal, or provincial government ("Force Majeure"), then the affected Party shall be excused from performance hereunder during the period of

such disability. The Party claiming Force Majeure shall promptly notify the other Party when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include and a Party shall not be excused from performance under this Agreement for events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance or other expenses of performing the services hereunder.

- 32) 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.
- 33) 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 work described in the Proposal or Bid. 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*. Should the Contractor fail to provide the public records to the Town, or fail to make them available for inspection or copying within a reasonable time, the Contractor 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 performance of the work described in the Proposal or Bid are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if the Contractor does not transfer the records to the Town. 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.

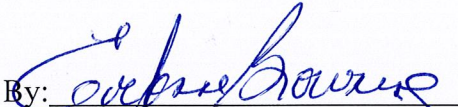
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE TOWN CLERK, RECORDS CUSTODIAN FOR THE TOWN, AT (561) 844-3457, OR AT ebrowning@pbstownhall.org, OR AT 247 EDWARDS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

- 34) Entire Understanding. This Agreement, together with the Contractor's complete response, including exhibits and attachments, to the Town's RFP #SW10-01, constitutes the entire understanding of the Parties with respect to the provision of garbage, bulk trash, vegetation collection services and recycling services. It may not be modified, or any of its provisions waived, unless such modification and/or waiver is in writing and is agreed to and signed by both Parties.

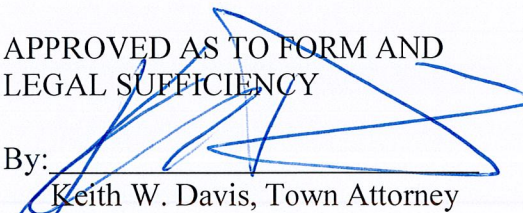
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26th IN WITNESS WHEREOF, the Parties have hereto set their hands and seals this day of September, 2017.


ATTEST:

By: 
Evyonne Browning, Town Clerk
(Seal)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

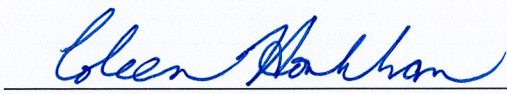
By: 
Keith W. Davis, Town Attorney

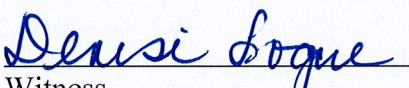
ATTEST:

By: 
RONALD M. KAPLAN, ASST. SEC.

(Corporate Seal)

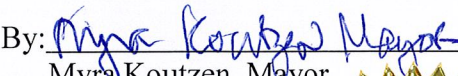
Signed, sealed and delivered in
the presence of two witnesses:


Witness


Witness

TOWN:

Town of Palm Beach Shores

By: 
Myra Koutzen, Mayor



CONTRACTOR

Waste Management Inc. of Florida

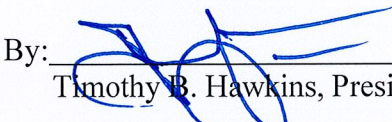
By: 
Timothy B. Hawkins, President

EXHIBIT A COLLECTION SCHEDULE

Curbside Residential:

Garbage Collection	Monday and Thursday
Vegetation Collection	Monday OR Monday and Thursday*
Recycling Collection	Monday
Bulk Trash Collection	Monday


*It is understood that the Town has selected the option of once per week vegetation collection service (Monday only) with the commencement of this Agreement. Should the Town decide to increase vegetation collection service to twice per week (Monday and Thursday), it shall provide the Contractor with 60-days advance written notice of such decision.

Commercial Including Containerized Residential:

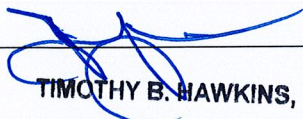
Garbage Collection	Monday and Thursday (up to 155 yards per week) (Plus overflow pick-up as needed)
Bulk Trash Collection	Monday (Plus overflow pick-up as needed)
Recycling Collection	Saturday

ATTEST:

CONTRACTOR

By: 

RONALD M. KAPLAN, ASST. SEC.
(Corporate Seal)

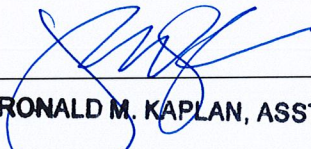
By: 

TIMOTHY B. HAWKINS, PRES.

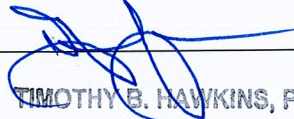
EXHIBIT B
RATES AND CHARGES

See attached spreadsheets – 2 pages

ATTEST:

By: 
RONALD M. KAPLAN, ASST. SEC.
(Corporate Seal)

CONTRACTOR

By: 
TIMOTHY B. HAWKINS, PRES.

Waste Management of Palm Beach
Rates and Charges for Town of Palm Beach Shores
October 1, 2017, EXHIBIT B

(All Rates include 10% franchise fees on collection only.)

CURBSIDE RATES AND FEES Per Month (Collection only)

Services	10/1/2017	10/1/2018	10/1/2019	10/1/2020	10/1/2021
Solid Waste incl veg (2x/wk)	\$ 7.09	\$ -	\$ -	\$ -	\$ -
Vegetation (1x/wk)	\$ 3.15	\$ -	\$ -	\$ -	\$ -
Bulk Trash (1x/wk)	incl	incl	incl	incl	incl
Recycling (1x/wk)	\$ 2.98	\$ -	\$ -	\$ -	\$ -
Total	\$ 13.22	\$ -	\$ -	\$ -	\$ -

Optional 2x/wk Veg Collection	\$ 5.98	\$ -	\$ -	\$ -	\$ -
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COMMERCIAL INCLUDING CONTAINERIZED MULTI-FAMILY

Rates quoted are on a per container basis

Services	10/1/2017	10/1/2018	10/1/2019	10/1/2020	10/1/2021
Collection Rate (per yard)	\$ 7.30	\$ -	\$ -	\$ -	\$ -
Compacted Rate (per yard)	\$ 9.13	\$ -	\$ -	\$ -	\$ -

Commercial Containerized Rates (Collection and Disposal)

Size	Freq >>	1	2	3	4	5	XPU
2	Collection	\$ 63.27	\$ 126.53	\$ 189.80	\$ 253.07	\$ 316.33	\$ 29.20
	Disposal	\$ 24.35	\$ 48.71	\$ 73.06	\$ 97.41	\$ 121.77	\$ 5.62
	Total	\$ 87.62	\$ 175.24	\$ 262.86	\$ 350.48	\$ 438.10	\$ 34.82
3	Collection	\$ 94.90	\$ 189.80	\$ 284.70	\$ 379.60	\$ 474.50	\$ 43.80
	Disposal	\$ 36.53	\$ 73.06	\$ 109.59	\$ 146.12	\$ 182.65	\$ 8.43
	Total	\$ 131.43	\$ 262.86	\$ 394.29	\$ 525.72	\$ 657.15	\$ 52.23
4	Collection	\$ 126.53	\$ 253.07	\$ 379.60	\$ 506.13	\$ 632.67	\$ 58.40
	Disposal	\$ 48.71	\$ 97.41	\$ 146.12	\$ 194.83	\$ 243.53	\$ 11.24
	Total	\$ 175.24	\$ 350.48	\$ 525.72	\$ 700.96	\$ 876.20	\$ 69.64
6	Collection	\$ 189.80	\$ 379.60	\$ 569.40	\$ 759.20	\$ 949.00	\$ 87.60
	Disposal	\$ 73.06	\$ 146.12	\$ 219.18	\$ 292.24	\$ 365.30	\$ 16.86
	Total	\$ 262.86	\$ 525.72	\$ 788.58	\$ 1,051.44	\$ 1,314.30	\$ 104.46
8	Collection	\$ 253.07	\$ 506.13	\$ 759.20	\$ 1,012.27	\$ 1,265.33	\$ 116.80
	Disposal	\$ 97.41	\$ 194.83	\$ 292.24	\$ 389.65	\$ 487.07	\$ 22.48
	Total	\$ 350.48	\$ 700.96	\$ 1,051.44	\$ 1,401.92	\$ 1,752.40	\$ 139.28

Commercial Compacted Containerized Rates (Collection and Disposal)

Size	Freq >>	1	2	3	4	5	XPU
2	Collection	\$ 79.09	\$ 158.16	\$ 237.25	\$ 316.34	\$ 395.41	\$ 36.50
	Disposal	\$ 73.05	\$ 146.13	\$ 219.18	\$ 292.23	\$ 365.31	\$ 16.86
	Total	\$ 152.14	\$ 304.29	\$ 456.43	\$ 608.57	\$ 760.72	\$ 53.36
3	Collection	\$ 118.63	\$ 237.25	\$ 355.88	\$ 474.50	\$ 593.13	\$ 54.75
	Disposal	\$ 109.59	\$ 219.18	\$ 328.77	\$ 438.36	\$ 547.95	\$ 25.29
	Total	\$ 228.22	\$ 456.43	\$ 684.65	\$ 912.86	\$ 1,141.08	\$ 80.04
4	Collection	\$ 158.16	\$ 316.34	\$ 474.50	\$ 632.66	\$ 790.84	\$ 73.00
	Disposal	\$ 146.13	\$ 292.23	\$ 438.36	\$ 584.49	\$ 730.59	\$ 33.72
	Total	\$ 304.29	\$ 608.57	\$ 912.86	\$ 1,217.15	\$ 1,521.43	\$ 106.72
6	Collection	\$ 237.25	\$ 474.50	\$ 711.75	\$ 949.00	\$ 1,186.25	\$ 109.50
	Disposal	\$ 219.18	\$ 438.36	\$ 657.54	\$ 876.72	\$ 1,095.90	\$ 50.58
	Total	\$ 456.43	\$ 912.86	\$ 1,369.29	\$ 1,825.72	\$ 2,282.15	\$ 160.08

Waste Management of Palm Beach
Rates and Charges for Town of Palm Beach Shores
October 1, 2017, EXHIBIT B

(All Rates include 10% franchise fees on collection only.)

Residential Containerized Rates (Collection Only; No Disposal)

Size	Freq >>	Bill to City		Bill to Customer for service > than 2x/wk plus XPU's			
		1	2	3rd Svc/Wk	4th Svc/Wk	5th Svc/Wk	XPU
2	Collection	n/a	\$ 126.53	\$ 63.27	\$ 126.54	\$ 189.80	\$ 29.20
	Disposal	n/a	n/a	n/a	n/a	n/a	n/a
	Total	n/a	\$ 126.53	\$ 63.27	\$ 126.54	\$ 189.80	\$ 29.20
3	Collection	n/a	\$ 189.80	\$ 94.90	\$ 189.80	\$ 284.70	\$ 43.80
	Disposal	n/a	n/a	n/a	n/a	n/a	n/a
	Total	n/a	\$ 189.80	\$ 94.90	\$ 189.80	\$ 284.70	\$ 43.80
4	Collection	n/a	\$ 253.07	\$ 126.53	\$ 253.06	\$ 379.60	\$ 58.40
	Disposal	n/a	n/a	n/a	n/a	n/a	n/a
	Total	n/a	\$ 253.07	\$ 126.53	\$ 253.06	\$ 379.60	\$ 58.40
6	Collection	n/a	\$ 379.60	\$ 189.80	\$ 379.60	\$ 569.40	\$ 87.60
	Disposal	n/a	n/a	n/a	n/a	n/a	n/a
	Total	n/a	\$ 379.60	\$ 189.80	\$ 379.60	\$ 569.40	\$ 87.60
8	Collection	n/a	\$ 506.13	\$ 253.07	\$ 506.14	\$ 759.20	\$ 116.80
	Disposal	n/a	n/a	n/a	n/a	n/a	n/a
	Total	n/a	\$ 506.13	\$ 253.07	\$ 506.14	\$ 759.20	\$ 116.80

Residential Compacted Containerized Rates (Collection Only; No Disposal)

Size	Freq >>	Bill to City		Bill to Customer for service > than 2x/wk plus XPU's			
		1	2	3rd Svc/Wk	4th Svc/Wk	5th Svc/Wk	XPU
2	Collection	n/a	\$ 158.16	\$ 79.09	\$ 158.18	\$ 237.25	\$ 36.50
	Disposal	n/a	n/a	n/a	n/a	n/a	n/a
	Total	n/a	\$ 158.16	\$ 79.09	\$ 158.18	\$ 237.25	\$ 36.50
3	Collection	n/a	\$ 237.25	\$ 118.63	\$ 237.25	\$ 355.88	\$ 54.75
	Disposal	n/a	n/a	n/a	n/a	n/a	n/a
	Total	n/a	\$ 237.25	\$ 118.63	\$ 237.25	\$ 355.88	\$ 54.75
4	Collection	n/a	\$ 316.34	\$ 158.16	\$ 316.33	\$ 474.50	\$ 73.00
	Disposal	n/a	n/a	n/a	n/a	n/a	n/a
	Total	n/a	\$ 316.34	\$ 158.16	\$ 316.33	\$ 474.50	\$ 73.00
6	Collection	n/a	\$ 474.50	\$ 237.25	\$ 474.50	\$ 711.75	\$ 109.50
	Disposal	n/a	n/a	n/a	n/a	n/a	n/a
	Total	n/a	\$ 474.50	\$ 237.25	\$ 474.50	\$ 711.75	\$ 109.50

Other Collection Services

Services	10/1/2017	10/1/2018	10/1/2019	10/1/2020	10/1/2021
MF Recycling (per unit)	\$ 2.98	\$ -	\$ -	\$ -	\$ -
Rolloff (per pull plus disposal)	\$ 225.00	\$ -	\$ -	\$ -	\$ -

	10/1/17	10/1/18	10/1/19	10/1/20	10/1/21
CPI Calculation:					
CPI - WST	N/A	233.99	-	-	-
CUUR0000SEHG	233.99	-	-	-	-
Calculated CPI %		(233.99) 0.0%	0.0%	0.0%	0.0%
Applied % - not to exceed 3%		0.0%	0.0%	0.0%	0.0%
Disposal Calculation (Commercial only):					
Rate per ton	\$ 42.00	\$ -	\$ -	\$ -	\$ -
Lbs/ Yard	134	134	134	134	134
Lbs/Ton	2,000	2,000	2,000	2,000	2,000
Disposal Rate/ Yard*	\$ 2.81	\$ -	\$ -	\$ -	\$ -
*Compaction Ratio @ 3:1					



Part No.	6956560F-IM-Bx			WM – FL Palm Beach Shores		
Cart Style	65 Gallon Edge	Metal Bar		Bib	1 Handle	
Color Base	Forest Green (65)		Serial Number	See Order		
Color Lid	Black (60)		Wheels	10" Inj. Molded		

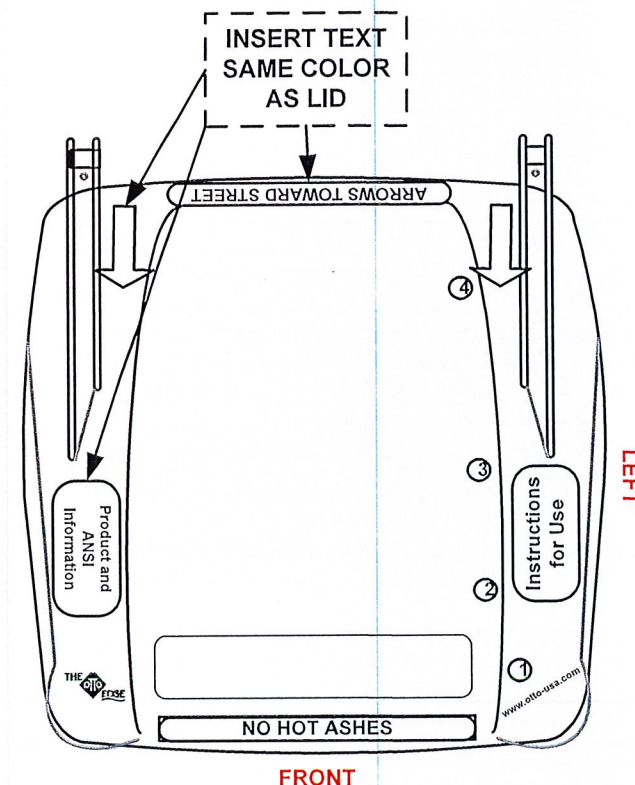
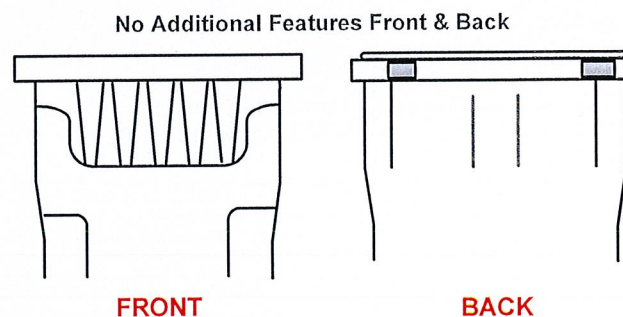
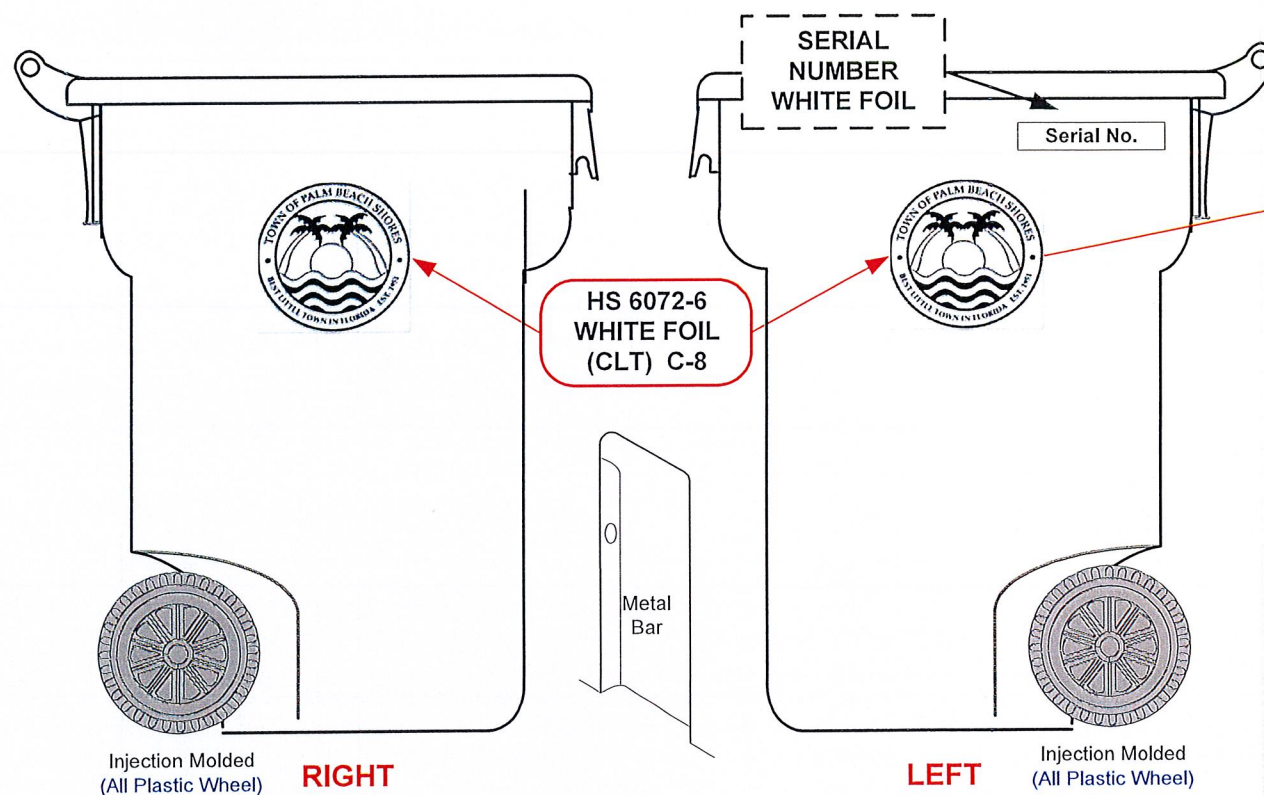
CUSTOMER APPROVAL

Print name: MURA KOUTZEN

Sign: Mura Koutzen

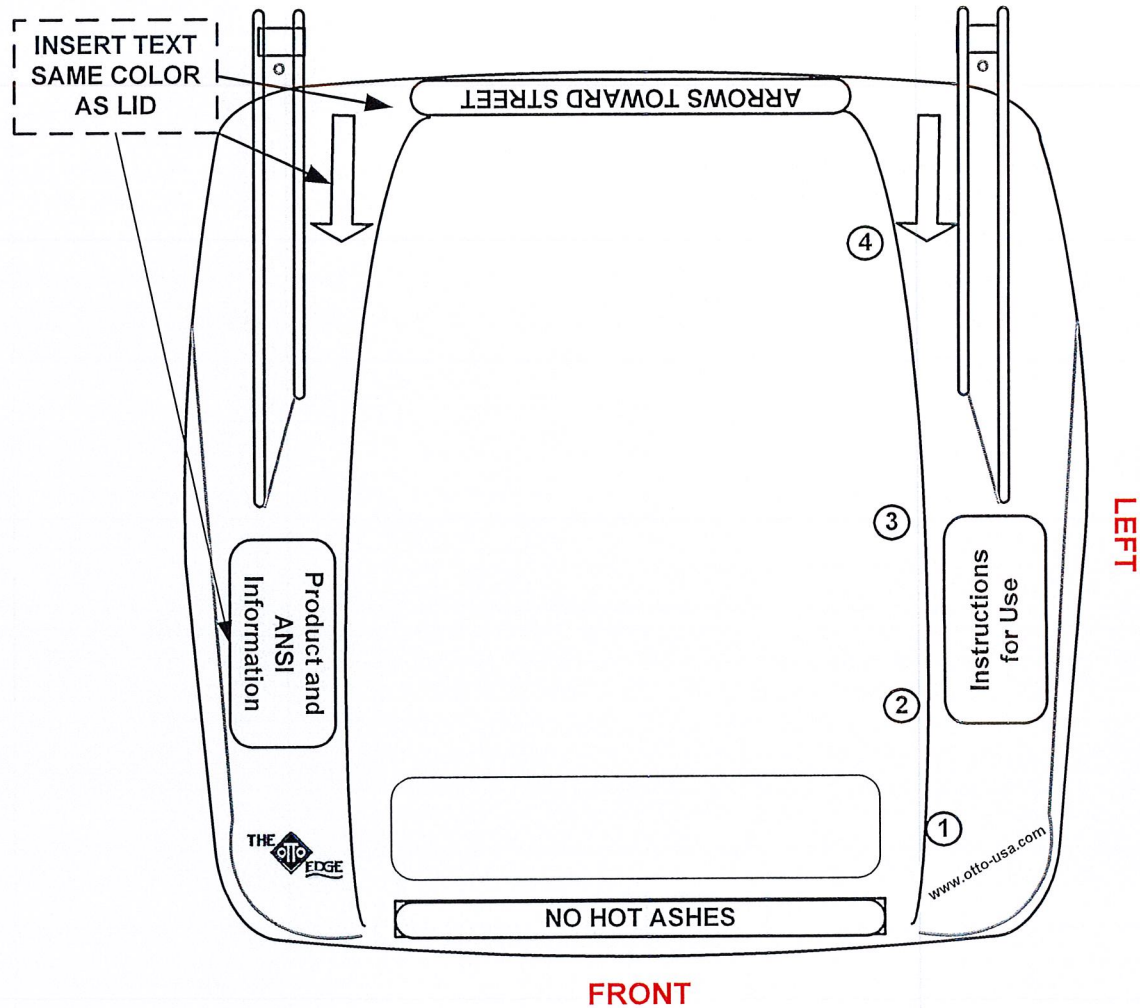
Date: 10-23-2017

Fax signed approval to: 704-588-8981





Part No.	69260FLid		CUSTOMER APPROVAL	
WM - FL Palm Beach Shores			Print name:	MYRA KOUTZEN
			Sign:	Myra Koutzen
			Date:	10-23-2017
Color Lid	Black (60)	1 Handle	Fax signed approval to: 704-588-8981	



Hot Stamp Proof
Otto Environmental Systems

OTTO 1:1 M175531 (6072-6) 10-10-17 KS IBM-1. ART: 7.5"W X 7.5"H TRIM: 8"W X 8"H



8"

8"

(6072-6) M175531

Terms of Approval:

Hot stamps are ordered the day they are approved.

If the customer makes any changes to the hot stamp after approval has been received by Otto, the customer will be billed for an **additional** hot stamp.

CUSTOMER APPROVAL

Print Name MYRA KOUTZEN

Sign Myra Koutzen

Date 10-23-2017

Customer Service

Quality

Production

Please fax approvals to Customer Service. Fax: **704-588-8981** • Phone: 704-583-5213

Garbage Guidelines



Garbage cans are provided to each residence to dispose of non-hazardous household garbage. The garbage cans are collected twice a week ([collection schedule](#)) on your scheduled days.

Garbage can must be out no later than 7:00 a.m. on the collection day, and no earlier than 6:00 p.m. the day before collection. Garbage cans must face the correct way (wheels and handle closest to house.) Garbage can must not contain any vegetation. Garbage cans must not weigh more than 50 lbs. Only garbage that is inside the can will be collected twice a week. Any bagged garbage or larger items outside of the can will be collected on your bulk pick-up day (see collection schedule.)

All garbage must be in the Gray container to be collected twice a week

Any garbage or Bulk Items that are placed outside your container will only be collected once a week on your scheduled bulk pick up day

Lightweight waste such as scraps of paper, Styrofoam, plastic newspaper bags, plastic cups etc. thrown loose into a container will be blown away during dumping. Please place such items in sealed plastic bags prior to placement in the container

Your container can hold materials that protrude from the top of the container but no material can be placed on top of the lid and items should not exceed 6ft in length

Please DO NOT place any liquids, paints, certain batteries, propane tanks, explosives or corrosives in your container. These items are prohibited because they can cause property or equipment damage or injury to collection personnel. Residents can be held responsible for any damage or injury resulting from placement of these items in a container. Please call 791-4000 if you are not sure about an item

Containers will remain cleaner and more sanitary if all waste is placed in trash bags before placement in the container and the container is rinsed out regularly

Place your container within 3 feet of the curb with the lid arrows pointing towards the street and at least 4 feet from mailboxes, other containers and recycling bins

Container must be removed from the curb or roadside and stored by 11:00 pm the day of collection

Containers kept outside must be screened from view per Village Ordinance

Please remember that the container is the property of the Village of Wellington and cannot be painted, abused, altered or modified in any way

RESOLUTION NO. R-8-22

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, FILLING A VACANCY IN THE RECENTLY CREATED AD HOC COMMITTEE ON INLET PARK ENCROACHMENTS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Town Commission of the Town of Palm Beach Shores recently created an ad hoc committee on Inlet Park encroachments pursuant to Resolution R-7-22; and

WHEREAS, a vacancy has occurred on said committee and the Town Commission now desires to fill said vacancy as contemplated by Section 2 of Resolution R-7-22

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

Section 1: The above stated recitals are true and accurate and are hereby made part of this Resolutions.

Section 2: The Town Commission of the Town of Palm Beach Shores, Florida, hereby fills the vacancy in the “Town of Palm Beach Shores Ad-Hoc Committee on Inlet Park Encroachments” created by the resignation of original appointee Paul Sivilotti which resignation occurred on June 9, 2022, by appointing John Peterson To fill said vacancy.

Section 3: This Resolution shall take effect immediately upon adoption.

DULY PASSED AND ADOPTED this 27th day of June 2022.

Alan Fiers, Mayor

ATTEST:

Jude Marie Goudreau, Town Clerk

(SEAL)

ORDINANCE NO. O-4-22

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, AMENDING CHAPTER 78. VEGETATION. AT ARTICLE III. LANDSCAPING., SECTION 78-77.1. – DESIGN GUIDELINES. TO ALLOW THE REQUIRED PALM TREES PLANTED IN THE 10' TOWN STRIP TO BE PLANTED AT DISTANCES FROM THE EDGE OF PAVEMENT TO AVOID DRAINAGE AND UNDERGROUND UTILITY CONFLICTS AND TO REMOVE COCONUT PALMS FROM THE LIST OF APPROVED PALMS TO BE PLANTED IN THE 10' TOWN STRIP, AND FOR MULTI-STORY STRUCTURES IN ALL ZONING DISTRICTS, TO REQUIRE ADDITIONAL LANDSCAPING TO BE PLACED AT FIFTEEN FOOT INTERVALS AGAINST LONGER EXPANSES OF BUILDING WALLS WITH LITTLE ARCHITECTURAL DETAIL TO BREAK UP THE WALLS; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF CHAPTER 78 SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ADOPTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, currently Section 78-77.1(b) of the Town Code specifies select palm tree species that can be planted in the 10' Town Strip to satisfy the Town Code requirement, and provides where the trees shall be installed relative to the edge of pavement; and

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

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

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

WHEREAS, to reduce maintenance demands and ensure proper drainage in the Town's right-of-way, there is also a desire to remove Coconut palms from the approved

palm species list and to require planting of the required palms further back from the edge of the roadway where necessary; and

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

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

Section 1: Chapter 78. Vegetation. of the Code of Ordinances of the Town of Palm Beach Shores is hereby amended at Article III. Requirements., Section 78-77.1. – Design Guidelines. to allow the required palm trees planted in the 10' town strip to be planted at distances from the edge of pavement to avoid drainage and utility line conflicts and to remove coconut palms from the list of approved palms to be planted in the 10' town strip and to remove Coconut palms from the list of approved palms to be planted in the 10' Town Strip, and for multi-story structures in all Zoning Districts, to require additional landscaping to be placed at fifteen foot intervals against longer expanses of building walls with little architectural detail to break up the walls; providing that Section 78-77.1 shall hereafter read as follows:

Sec. 78-77.1. - Design guidelines.

- (a) *Foundation plantings.* Foundation plantings for all new construction are required on any side of a building that fronts on a street. Required foundation plantings should conceal the building foundation, should accentuate and beautify the front facade and should be a minimum of three feet in height at maturity.
- (b) *Front yard trees.* For all new development projects and new landscape plans, a minimum of three trees that comply with the requirements of article IV hereinbelow shall be required in the front yard. The minimum height of such required trees when planted shall be 75 percent of the beam height of the principal building. The minimum spread of such required trees when planted shall be 40 percent of the required tree height. In addition, three palm trees per platted lot shall be required to be planted in the ten-foot strip of town property a distance of four feet from the edge of pavement on all east-west roads in the town or at a distance as near to four feet as can be accommodated to eliminate conflicts with drainage or

underground utilities. Permitted palm tree species include Foxtail, Coconut, Queen, Triangle, Christmas, Date, Fishtail, Royal, Sago, or any other species specifically approved by the planning and zoning board as part of its architectural and aesthetic review.

(c) Multi-story structures, softening of walls. For multi-story structures in all zoning districts, a canopy or palm tree shall be planted at an interval of one (1) tree every fifteen (15) feet along expanses of blank wall over ten (10) feet of a building to create a softening effect for walls or sections of walls with minimal architectural detail. Such trees shall be installed at no less than 75 percent of the beam height of the principal building.

(d)(e) Landscape buffering of equipment. For all new development projects, central air conditioning equipment, swimming pool equipment, emergency electrical generators, and outdoor trash containers located in accordance with the town's Zoning Ordinance and other applicable codes shall be sight screened with appropriate landscaping material.

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

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

(2) Any change in use of the property.

(f)(e) Privacy screens, requirements. Rear and side yard privacy screens are permitted, but not required with single story principal buildings. When the principal building is a two-story building rear and side yard privacy screens are required. Such privacy screens should generally be of sufficient height and density to screen the line of sight from second story balconies and windows into neighboring properties, however, the minimum height of trees utilized for rear yard privacy screens when planted shall be no less than 75 percent of the roof height of the

principal building. As part of the architectural and aesthetic review pursuant to section 14-86, the planning and zoning board shall ensure that these requirements are met and that the privacy of properties adjacent to two-story buildings is protected. No trees shall be permitted to grow into overhead utility lines.

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

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

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

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

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

FIRST READING this ____ day of June, 2022.

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

TOWN OF PALM BEACH SHORES

Alan Fiers, Mayor

ATTEST:

Jude Goudreau, Town Clerk

(Seal)

Approved as to form and legal sufficiency.

Keith Davis, Town Attorney