



Mayor Alan Fiers
Vice Mayor Scott McCrannels

Commissioner Tracy Larcher
Commissioner Janet Kortenhaus
Commissioner Brian Tyler

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

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

Join information

Meeting link:

<https://townofpalmbeachshores.my.webex.com/townofpalmbeachshores.my/j.php?MTID=m1e14a9cac3a2298a07354498f32358e8> Meeting number: 2631 001 7322 Password: 0425

Join by phone +1-408-418-9388 United States Toll Access code: 2631 001 7322

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, March 28 ,2022
- b) Reorganization Meeting Minutes, March 28, 2022
- c) Emergency Services Agreement for Dispatch Services between Palm Beach County and the Town of Palm Beach Shores.
- d) Automatic increase to impact fees on October 1, 2022.

4) VARIANCES:

VAR22-01, Weston Gracida, Owner of 125 Cascade Lane, requests a Variance from Pf. 4.6 to allow for a finished floor elevation for the addition of 9.8 feet where Town Code requires 10.26 feet.

5) DEPARTMENT AND BOARD REPORTS

- **Financial Reports:**
- March 2022
- Mid-Year Projections
- Explanation of Budget Amendment #2
- Vote- Use of Fire Impact fees of \$22,047.16
- Update on American Rescue Plan Act

- **Staff Reports:**
- Sheriff's Department
 - New Animal Database by PBSO
- Fire Department
- Public Works
- Town Clerk
- Planning and Zoning Chairman
- Town Attorney

6) **COMMISSION REPORTS**

- a) **Mayor's Updates:**
 - Underground Project
 - Water Main Replacement

7) **OTHER BUSINESS**

- Vote: Extension of Lawn Maintenance Contract with Brightview.
- Vote: Tree Trimming Services

8) **RESOLUTIONS:**

Resolution: R-5-22:

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, PALM BEACH COUNTY, FLORIDA, AMENDING ITS OPERATING BUDGET FOR FISCAL YEAR 2021-2022 IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF BUDGET RESOLUTION NO. R-11-21; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

9) **ORDINANCES:**

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.

ORDINANCE NO. O-3-22

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

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, March 28, 2022, 7:39 pm.
Immediately following
the 7 pm Reorganization 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
Regular Commission Meeting

CALL TO ORDER

Pledge of Allegiance.

Roll Call: Mayor Fiers called the meeting to order at 7:39 pm.

Town Clerk Jude Goudreau called the roll, and those present were: Mayor Alan Fiers, Vice Mayor Scott McCranels, Commissioner Janet Kortenhaus, Commissioner Tracy Larcher, and Commissioner Brian Tyler. Also in attendance were: PBSO Sgt. Langevin, Public Works Director Alan Welch, Fire Chief Trevor Steedman, and Town Attorney Keith Davis.

APPROVAL OF MEETING AGENDA

Motion: Commissioner Kortenhaus made a motion to approve the Meeting agenda

Second: Vice Mayor McCranels seconded the motion.

Vote: the motion passed unanimously.

APPROVAL OF CONSENT AGENDA

Commission Meeting Minutes, February 28, 2022.

Special Commission Meeting Minutes March 14, 2022

Authorization to execute a lease agreement for the purchase of a fire truck.

Town Attorney Keith Davis gave a brief explanation of Resolution R-5-22 and the Opinion letter that accompanied it.

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

Second: Commissioner Kortenhaus seconded the motion.

Vote: the motion passed unanimously.

PROCLAMATION:

○ Mayor Alan Fiers read the Proclamation Honoring Grace Sterrett's service to the Town. Ms. Sterrett was in attendance to receive the Proclamation. Ms. Sterrett thanked the Environmental Committee and Public Works Director Alan Welch for the teamwork throughout her years as Chair of the Committee.

○

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

Second: Vice Mayor McCranels seconded the motion.

Vote: the motion passed unanimously.

DEPARTMENT AND BOARD REPORTS

Financial Reports: Mayor Fiers read the Financial Report in the Absence of Town Administrator Wendy Wells. Mayor Fiers gave an overview of the Monthly Financial Report and answered any questions the Commissioners had.

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

Second: Commissioner Tyler seconded the motion.

Vote: Motion passed unanimously.

a) Staff Reports:

- Sheriff's Department: Sgt. Langevin gave a recap of his written report and provided crime statistics for the month and brief descriptions of the crimes. Sgt. Langevin thanked Public Works and the Fire Department for the teamwork on the recent Town events.
After a two-year break, Sgt. Langevin said there would be an Easter Egg Hunt this year due to COVID. Joan Mills, the previous Easter Bunny, will step down and be replaced this year.
- Fire Department: Chief provided details of his written report and reviewed the monthly statistics. Chief Steedman thanked everyone for their help and participation in the St. Patrick's Day Parade and recent Town events.
- Public Works: Director Welch said the Fans at the Community Center are in and running, there was a small added expense for some electrical work, and Public Works must touch up the ceilings now. Townhall Painting project is three-quarters complete, it has taken them approximately eight days, and he anticipates that it will take ten or eleven days to complete. The next step will be the Police and Fire Department building. Public Works is in the process of repairing the Fountain. Mr. Welch commended his staff for a job well done; they have taken the initiative to cross-train and complete all the tasks. Mr. Welch also updated the residents and Commission on the AT&T Project, the Underground Project, and the Watermain Replacement Project. Mr. Welch has coordinated with John Armstrong, Project Manager for Riviera Beach; they are waiting for cradles. He expects to get an M.O.T from Mr. Armstrong and will send out a blast notification to keep residents informed. Director Welch also said that he had found a local welder to make new storm grates; this will be a saving for the Town to have it done locally. Mr. Welch thanked the Fire Department for their recent assistance with their recently made roof coating repairs.
- Town Clerk: No Report.
- Planning and Zoning Chairman: No Report
- Town Attorney: Attorney Davis provided Commission with a Legislative Update. The Bill for the increase in Sovereign Immunity Limits did not pass, the mandatory Form 6 did not pass, and a Bill for local Municipalities to restrict certain types of smoking on public beaches and parks did pass. Vice Mayor McCranel asked if the Town had resources to control rehabs and treatment centers in residential areas.

COMMISSION REPORTS

a) Mayor's Updates:

- Inlet Dredging Project. Mayor Fiers reports that the dredging is still ongoing for a few more weeks; they are still in the settling basin area. Vice Mayor McCranels said he recently spoke with the engineers dredging, and they will be finished by May 1, 2022.
- East Channel Dredging- We have Submitted the FIND Grant Application, and it is looking positive. We were not included in the State appropriations, possibly because we are a small town. The Mayor will meet with Lois Frankel's Aid tomorrow to discuss funding on the Federal level.

Mayor Fiers announced that on Saturday, April 16, 2022, the Mayor's Youth Council would host the Annual Easter Egg Hunt. The event has been on hold for two years due to the COVID Pandemic. The Easter Bunny will make an appearance, and there will be a barbeque following. The Sailfish Marina is providing the food. Recently Mayor Fiers met with a group of developers and the owner of the Sea Spray property to discuss a proposed six-story condo; the developers are in the beginning stages and will return with their rendering to present to Commission. They would also like to improve the Beach Parking lot to add to the aesthetic value of the condos. The Mayor said Code Enforcement Officer Rodriguez is working on enforcement of the Rehabs and any code violations that do not meet the zoning districts ordinances. The Ikon project is underway, and the Town will be certifying the form boards to ensure the building is according to plans. The Channel House was sold recently, and the Town will reach out to the new owners as soon as the information is available.

- Water Main Replacement- See Director Welch's Report.

OTHER BUSINESS

- Non-resident Beach Parking Permit. There was a brief discussion regarding the amount to charge for the non-resident passes and the number of passes to sell. Commissioner Kortenhaus suggested selling forty passes at three hundred dollars. Last year we sold thirty out of the forty passes; she feels we may sell all forty if we lowered the price.

Motion: Vice Mayor Scott McCranels made a motion to keep the Non-Resident Beach Parking Permits at \$350.00 with the quantity of 40.

Second: Commissioner Brian Tyler seconded the motion.

Vote: Motion Passed Unanimously.

MISCELLANEOUS UPDATES: None

PUBLIC COMMENTS: None

ADJOURNMENT:

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

Second: Commissioner Larcher seconded the motion.

Vote: Motion passed unanimously.

The meeting was adjourned at 8:34 pm.

Approved this 25th day of April 2022.

ATTEST:

Alan Fiers, Mayor

Jude M. Goudreau, Town Clerk
(Seal)

Monday, March 28, 2022, 7 pm
Reorganizational 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 **Reorganization Meeting**

CALL TO ORDER

Pledge of Allegiance.

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

Town Clerk Jude Goudreau called the roll, and those present were: Mayor Alan Fiers, Vice Mayor Scott McCranels, Commissioner Janet Kortenhaus, Commissioner Tracy Larcher, and Commissioner Brian Tyler. Also in attendance were: PBSO Sgt. Langevin, Public Works Director Alan Welch, Fire Chief Trevor Steedman, and Town Attorney Keith Davis.

SWEARING-IN CEREMONY

Swearing in of Mayor and Commissioners. Attorney Keith Davis gave the Oath of Office to Mayor Alan Fiers, Commissioner Brian Tyler, and Commissioner Scott McCranels.

SELECTION OF A COMMISSIONERS

Attorney Keith Davis read by Title the following Resolutions.

Resolution R-2-22-Appoint Vice Mayor

Resolution R-3-22- Appoint Clerk and Treasurer

Resolution R-4-22- Appoint Planning and Zoning Board.

Motion: Commissioner Tracy Larcher made a motion to approve Resolution R-2-22 appointing Scott McCranels as Vice Mayor.

Second: Commissioner Brian Tyler seconded the motion.

Vote: the motion passed unanimously.

Motion: Commissioner Brian Tyler made a motion to approve Resolution R-3-22 Jude Goudreau as Town Clerk.

Second: Vice Mayor Scott McCranels seconded the motion.

Vote: the motion passed unanimously.

Motion: Commissioner Janet Kortenhaus made a motion to approve Resolution R-3-22 Wendy Wells as Treasurer.

Second: Commissioner Brian Tyler seconded the motion.

Vote: the motion passed unanimously.

Motion: Commissioner Brian Tyler made a motion to approve Resolution R-4-22- Appointing five board members: Jerry Cohn, Tim Blash, Kevin Banks, Steve Smith, Tony Lembo, and Tom

Martin as an alternate for the Planning and Zoning Board, a second alternate is to be determined.

Second: Commissioner Janet Kortenhaus seconded the motion.

Vote: the motion passed unanimously.

OTHER APPOINTMENTS

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

Motion: Commissioner Janet Kortenhaus made a motion to appoint the Mayor as DRC Chairperson for a one-year term.

Second: Commissioner Brian Tyler seconded the motion.

Vote: the motion passed unanimously.

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

Motion: Commissioner Tracy Larcher made a motion to appoint Bob Stanton as the Resident Member of the DRC Committee for a one-year term.

Second: Commissioner Brian Tyler seconded the motion.

Vote: the motion passed unanimously.

LEGAL UPDATE BY TOWN ATTORNEY

Attorney Davis gave a brief overview of his Legal Update Memo (attached). He recapped the Sunshine Laws, the Roll of Commissioners, Public Records, Quasi-Judicial Proceedings, Gift Disclosures, ethics training, and conflict of interests.

PUBLIC COMMENTS: None

ADJOURNMENT

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

Second: Commissioner Larcher seconded the motion.

Vote: Motion passed unanimously.

The meeting was adjourned at 7:39 pm.

Approved this 25th day of April 2022.

ATTEST:

Alan Fiers, Mayor

Jude M. Goudreau, Town Clerk

(Seal)

**EMERGENCY SERVICES AGREEMENT
FOR DISPATCH SERVICES
BETWEEN PALM BEACH COUNTY AND THE TOWN OF PALM BEACH SHORES**

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

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

WHEREAS, each of the parties to this Agreement presently maintains a fire-rescue department with fire rescue equipment, fire fighting personnel, emergency medical equipment, emergency medical personnel, and other emergency capabilities; and

WHEREAS, through funding from countywide ad valorem tax revenues for countywide common fire-rescue dispatch services (hereinafter “Countywide Common Dispatch” or “Common Dispatch”), fire-rescue dispatch services may be provided by Palm Beach County Fire Rescue to any fire-rescue providers in Palm Beach County that desire said services from the County, including the Municipality; and

WHEREAS, the Countywide Common Dispatch program provides a real and substantial benefit to the residents and property throughout Palm Beach County, including the residents and property within the Municipality; and

WHEREAS, the Municipality and County desire to enter into this Agreement as a means to further enhance the fire-rescue services that they currently provide within their respective jurisdictions.

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

ARTICLE I: RESERVED

ARTICLE II: COMMON DISPATCH

Section 1. Common Dispatch: The Municipality is currently included within the Countywide Common Dispatch program implemented by the County. The County (through its Fire Rescue Department) has and will provide the necessary equipment and services to implement and provide Common Dispatch and related communication services for the Municipality as detailed herein. Each party hereby authorizes its Fire Chief or designee to meet with the other party's Fire Chief or designee to develop and revise Common Dispatch plans and procedures, including but not limited to a list of necessary equipment, geographical response boundaries, and other operational details. These plans and procedures are and shall be set forth in a Letter(s) of Understanding between the Fire Chiefs. The Fire Chiefs are hereby authorized to enter into and amend such Letter(s) of Understanding on behalf of their respective parties, consistent with this Agreement and the applicable policies and procedures, if any, of the respective parties. The Fire Chiefs are also authorized to promulgate necessary administrative regulations and orders to implement and administer these plans and procedures. The Letter(s) of Understanding shall specifically identify the Municipality's level of participation in the Countywide Common Dispatch program and the equipment that has been or will be provided by the County to the Municipality relating to the dispatch services provided by County hereunder (hereinafter the "Equipment"). The County shall maintain ownership of all said Equipment. The County's Countywide Common Dispatch program provided for by this Agreement shall extend to areas to which the Municipality provides fire-rescue services through service agreements.

Section 2: Municipality Responsibilities:

The Municipality agrees:

- A To maintain a Common Dispatch Letter of Understanding as discussed above.
- B. To adopt and maintain dispatch protocols mutually agreed upon in the Letter of Understanding referenced above.
- C. To review response protocols every twelve (12) months.
- D. To transfer to County all 911 calls received by the Municipality's Public Service Answering Point (PSAP) as soon as the need for fire-rescue services is identified.
- E. To use the Equipment provided by the County for dispatch services provided by the

County hereunder.

- F. To notify the County in writing if any Equipment is lost, stolen or destroyed beyond repair.
- G. To reimburse the County for any Equipment that is lost, stolen or destroyed beyond repair.
- H. To notify the County and provide the County access to all Equipment requiring maintenance or repair.
- I. To promptly return all Equipment provided by County upon expiration or earlier termination of this Agreement.
- J. To immediately notify the County of any necessary changes/updates to the street addressing database.
- K. To assist the County in the annual fixed asset inventory identification process.

Section 3: County Responsibilities:

The County agrees:

- A. To receive and dispatch in a timely manner all emergency calls for fire-rescue services received from the Municipality's PSAP.
- B. To document unit times (e.g. response time, arrival at scene) in accordance with the standards adopted and established by the Countywide Level of Service Committee.
- C. To provide dispatch related communication support for all emergency fire-rescue incidents.
- D. To provide for Municipality's use the Equipment necessary for Common Dispatch services to the Municipality.
- E. To provide maintenance and repair to dispatch related Equipment provided to the Municipality by the County.
- F. To replace any Equipment that is lost, stolen or destroyed beyond repair.

ARTICLE III: GENERAL CONTRACT TERMS

Section 1. Preambles: The facts set forth in the preambles to this Agreement are true and correct and are hereby reaffirmed by the parties.

Section 2. Representative and Contract Monitor: The County representative and contract monitor during the performance of this Agreement shall be the Fire Rescue Administrator,

whose telephone number is (561) 616-7000. The Municipality representative and contract monitor during the performance of this Agreement shall be the Fire Chief, whose telephone number is (561) 844-4807.

Section 3. Employee Functions: No employee of either party to this Agreement shall perform any function, or service which is not within the employee's scope of duties as defined or determined by the employee's employer.

Section 4. Relationship of Employee: No employee, officer, or agent of either party shall, in connection with this Agreement or the performance of services and functions hereunder, have a right to or claim any pension, workers' compensation, unemployment compensation, civil service, or other employee rights, privileges, or benefits granted by operation of law or otherwise except through and against the entity by whom they are employed. No employee of either party shall be deemed the employee of the other, for any purpose whatsoever. Neither party is authorized to make or enter into any contract, agreement, or warranty for or on behalf of the other, unless the parties to this Agreement have entered into a written agreement expressly authorizing such.

Section 5. No Assumption of Liability: Neither party to this Agreement nor their respective officers or employees shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other. Further, nothing herein shall be construed as a waiver of sovereign immunity.

Section 6. Liability for Injury: All the privileges and immunities from liability, exemptions from law, ordinance and rules, and all pensions and relief, disability, workers' compensation and other benefits which apply to the activity of the officers or employees of either party when performing their respective functions, within the territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties extraterritorially. Liability for injury to personnel, and for loss or damage of equipment, shall be borne by the party employing such personnel, and owning or possessing such equipment, except as may be otherwise provided for in this Agreement.

Section 7. Indemnification: Each party shall be liable for its own actions and negligence and, to the extent permitted by law, County shall indemnify, defend and hold harmless the Municipality against any actions, claims or damages arising out of County's negligence in connection with this Agreement and the Municipality shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the Municipality's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond

the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

Section 8. Effective Date and Term: This Agreement shall take effect retroactively from October 1, 2021 through September 30, 2031, unless sooner terminated as provided herein.

Section 9. Notice of Termination: Either party to this Agreement may, upon ninety (90) days prior written notice to the other, terminate this Agreement for any reason or for no reason at all.

Section 10. Capital Improvement Plans: Both parties to this Agreement, on an annual basis, shall exchange Capital Improvement Plans indicating projected location(s) and anticipated time frames for construction of future fire stations within their respective jurisdictions and/or service areas. It is understood that these plans may be modified subsequent to submission and said plans are subject to subsequent funding allocations and approvals.

Section 11. Assignment of Rights: Neither party shall assign, transfer or convey, in whole or in part, its rights, duties, or obligations without the prior written consent of the other.

Section 12. Modification and Amendment: No modification, amendment, or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

Section 13. Entirety of Agreement: This Agreement, and any Letter(s) of Understanding entered into between the Fire Chiefs as authorized in this Agreement, represent the entire understanding of the parties and, except as provided in Section 31 hereunder, supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement. This Agreement shall inure to the benefit of, and be binding upon, the parties, and their respective assigns and successors in interest.

Section 14. Nondiscrimination: The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Municipality warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

Section 15. Annual Appropriations: Each party's performance and obligation under this

Agreement is contingent upon an annual budgetary appropriation by its respective governing body for the purposes hereunder.

Section 16. Remedies: This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 17. Records: Each party shall maintain all records pertaining to the services delivered under this Agreement for a period of at least five (5) years. Each party shall maintain records associated with this Agreement, including, but not limited to, all accounts, financial and technical records, research or reports, in accordance with Florida law. To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County or at its expense will be kept confidential by the Municipality and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the County's expense shall be and remain the County's property and may be reproduced and reused at the discretion of the County.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Section 18. Palm Beach County Office of the Inspector General Audit Requirements: Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach

County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Section 19. Joint Preparation: The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely or as a matter of judicial constraint, be construed more severely against one of the parties than the other.

Section 20. Notice of Suits: Each party agrees to notify the other of any claim, or the initiation of any legal proceeding against it, which relates in any manner to the services provided by the other party. Each party will cooperate with the other in the defense of any suit or action arising out of, or related to, the services rendered under this Agreement.

Section 21. Notices: All notices, consents, approvals, and elections (collectively, “notices”) to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by messenger, courier services, or national overnight delivery service (provided in each case a receipt is obtained), or on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 5 P.M. on a business day and on the next business day if transmitted after 5 P.M. or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

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

with a copy to:

Palm Beach County Attorney’s Office
Attn: Fire Rescue Attorney
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401
Telephone 561-355-2225
Fax 561-355-4398

(b) If to the Municipality at:

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

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

Section 22. Captions: The captions and section appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

Section 23. Filing: A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

Section 24. Delegation of Duty: This Agreement is an Interlocal agreement for the provision of services, as authorized by Section 163.01, Florida Statutes, and shall not in any way or manner whatsoever be deemed to constitute a transfer of powers or functions. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or municipal officers.

Section 25. HIPAA Compliance: All parties acknowledge and agree that their respective fire-rescue departments are covered entities under HIPAA, as may be amended from time to time. Should any provision of this Agreement be determined to be inconsistent with the requirements of HIPAA, then the parties shall promptly amend such provision as necessary to comply with HIPAA.

Section 26. Force Majeure: County shall not be deemed in default or in breach of this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any strike, lockout, civil commotion, war-like operation, natural disaster, invasion, rebellion, pandemic, military power, sabotage, government regulations or controls over which County has no amendatory powers, inability to obtain any material, utilities, service or financing, through Acts of God or other cause beyond the reasonable control of the County.

Section 27. Severability: In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

Section 28. Survivability: Any provision of this Agreement that is of a continuing nature, or which by its language or nature imposes an obligation or right that extends beyond the term of this Agreement, shall survive the expiration or earlier termination of this Agreement.

Section 29: Conflict Resolution: Any dispute or conflict between the parties that arises from the provision of services under this Agreement shall be presented in writing to the respective Contract Monitors. The Contract Monitors shall then meet to discuss the disputed issues and attempt in good faith to resolve the dispute or conflict prior to either party initiating the intergovernmental conflict resolution process provided for by Chapter 164, Florida Statutes.

Section 30: No Third Party Beneficiary. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or Municipality.

Section 31: Renewal of Letters of Understanding. Notwithstanding anything herein to the contrary, any existing duly authorized Letters of Understanding between the parties that are in effect immediately prior to the effectiveness of this Agreement shall be deemed to be renewed and continued upon the effectiveness of this Agreement. Said Letters of Understanding shall continue and remain in effect until amended or rescinded as authorized hereunder.

Section 32. E-VERIFY - Employment Eligibility: Each party warrants and represents that it is in compliance with Section 448.095, Florida Statutes, as may be amended. Each party has registered with and uses, and shall continue to use, the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired employees. If either party has a good faith belief that the other party has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, said party shall terminate this Agreement with the violating party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

ATTEST:
JOSEPH ABRUZZO
Clerk of the Circuit Court
& Comptroller

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Robert S. Weinroth, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

By: _____
Fire Rescue

ATTEST:

TOWN OF PALM BEACH SHORES, FLORIDA

By: _____
Jude Goudreau, Town Clerk

By: _____
Alan Fiers, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
Keith Davis, Town Attorney

By: _____
Trevor Steedman, Fire Chief



Town of Palm Beach Shores
Commission Meeting
April 25, 2022

In accordance with Section 28-53 of the Town's Code, the impact fee schedule shall be adjusted by the January Consumer Price Index (CPI) each year in April and effective in October. Effective October 1, 2022, the impact fees shall increase to \$1.77 per square foot as described in the Code.

Parks Impact Fee	\$ 0.35
Fire Impact Fee	\$ 0.51
Public Facilities Impact Fee	\$ 0.91
 Total Impact Fees	 \$ 1.77

Note that the Police Impact Fee was eliminated by Ordinance O-2-21 in August 2021.

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

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



PROJECT NAME: Alacria

Reviewed By: _____

Date: _____

Fee Paid: _____

Town Receipt No: _____

SUBMITTAL CHECKLIST

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

- ☒ Completed **Development Application** (complete all fields, use N/A when not applicable).
 - ☒ Architectural & Aesthetic Review Request (pg. 11, all submittals)
 - ☒ Variance Request (pg. 13, if applicable)
 - ☒ Special Exception Request (pg. 14, if applicable)
- ☒ **Boundary Survey** (Dated to within 6 months of application submission).
- ☒ **Signed and Sealed Schematics** depicting building on site, setbacks, grading, drainage and elevations, as well as the relationship of the site to the neighboring sites (e.g. Site Plan, Drainage and Grading Plan, Roof Plan, Landscape Plan, Elevations).
- ☒ **Tabular Data** showing compliance with all lot coverage, floor area, building height, grade and landscaping requirements.

SITE PLAN CHECKLIST

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

- ☒ Depict and label 10' Town Strip (front of property) and 5' utility easement (rear of property), and all other applicable easements.
- ☒ Depict and label all setbacks and Code required setback lines (front, rear, side, pool, etc.).
- ☒ Provide a tabular data table reflecting data from the tables on pgs. 7-8 of this development application.
- ☒ For renovations and/or additions, please shade proposed addition area(s) to differentiate from existing.
- ☒ Include all a/c equipment, pool equipment and emergency generators and label as proposed or existing.
- ☒ Ensure that beam height and top of roof are dimensioned on all elevation drawings submitted.
- ☒ Provide a construction schedule for the proposed project (including calendar dates).

LANDSCAPE PLAN CHECKLIST

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

- ☒ Depict and label the 10' Town Strip (front of property) and 5' utility easement (rear of property).
- ☒ Include and label both existing (to remain) and proposed landscaping on the subject property.
- ☒ Provide a species legend/key including the height of all landscaping to be provided at installation.
- ☒ Ensure that the requirements for 10' Town Strip and front yard trees are met.
- ☒ For multi-story construction, ensure that the requirements for privacy screening are met.
- ☒ Ensure screening is provided for all ground mounted mechanical equipment (e.g. a/c compressors, pool equipment, emergency generators).

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



DEVELOPMENT APPLICATION

TOWN OF PALM BEACH SHORES

247 EDWARDS LANE

PALM BEACH SHORES, FL 33404

(561) 844-3457

OWNER/APPLICANT: Weston Gracia

PROJECT ADDRESS: 125 Cascade Lane West palm Beach FL 33404

APPLICATION NO.: _____ SUBMITTAL DATE: _____

TYPE OF APPROVAL(S) REQUESTED (Check box(es) ☒)

ADMINISTRATIVE APPEAL		SITE PLAN MODIFICATION (14-62)	
ARCHITECTURAL AND AESTHETIC REVIEW (Pf. 14-86)	<input checked="" type="checkbox"/>	SITE PLAN REVIEW (14-62)	<input checked="" type="checkbox"/>
COMPREHENSIVE PLAN AMENDMENT (Pf. 17.3(B))		SPECIAL EXCEPTION (Pf. 15.8)	
PLAT APPROVAL		VARIANCE (Pf. 15.4)	<input checked="" type="checkbox"/>
REZONING (Pf. 17.3(B))		ZONING TEXT AMENDMENT (Pf. 17.3(B))	

	PROPERTY OWNER(S)	APPLICANT (If different than Owner(s))
NAME:	<u>Weston Gracia</u>	
ADDRESS:	<u>125 Cascade Lane</u> <u>West palm Beach FL 33404</u>	
PHONE:	<u>561 345 1366</u>	
EMAIL:	<u>WGracia@gmail.com</u>	

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

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

	ARCHITECT	LANDSCAPE ARCHITECT
NAME:	Robert Sonberg	N/A
ADDRESS:	113 Bent Tree Palm Beach Gardens FL 33418	
PHONE:	561 691 9277	
EMAIL:	RFSonberg@gmail.com	

	SURVEYOR	ATTORNEY
NAME:	Magellan Surveying & Mapping Inc	N/A
ADDRESS:	450 S. Old Dixie Hwy Ste 10 Jupiter FL 33458	
PHONE:	561 746 8745	
EMAIL:	Info@MagellanSurveying.com	

	ENGINEER (USE ADD'L. SHEET FOR MULTIPLE ENGINEERS)	(Structural)
NAME:	Robert Sonberg	
ADDRESS:	450 S. Old Dixie Hwy Ste 10 113 Bent Tree Jupiter FL 33458 PGM FL 33418	
PHONE:	561 691 9277	
EMAIL:	RFSonberg@gmail.com	

OWNER ACKNOWLEDGMENT & CERTIFICATION

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

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

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

Weston Gracia
Signature of Owner

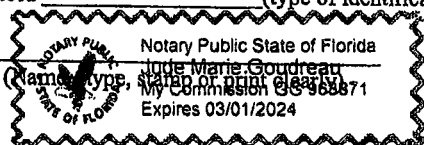
2.21.22
Date

Weston Gracia
Printed Name of Owner

STATE OF FLORIDA PALM BEACH COUNTY:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 22 day of January, 2022,

by Weston Gracia who is personally known to me or has produced _____ (type of identification) as identification.



Jude Marie Goudreau
(Signature)

NOTARY'S SEAL

**AUTHORIZATION OF AGENT & ACKNOWLEDGEMENT OF
FINANCIAL RESPONSIBILITY**

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

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

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

Signature of Owner or Trustee

Date

**STATE OF FLORIDA
PALM BEACH COUNTY:**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____ 20_____,
by _____ who is personally known to me or has
produced _____ (type of identification) as identification.

(Name - type, stamp or print clearly)

(Signature)

NOTARY'S SEAL

Agent Information:

Printed Name of Agent

Name of Firm

Signature of Agent

Date

PROCEDURES AND TIMELINES

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

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

APPLICATION FEE INFORMATION

Administrative Appeal	\$250.00
Site Plan Review	\$350.00
Site Plan Modification Review	\$350.00
Variance Request	\$350.00
Special Exception Request	\$250.00
Telecom Site Plan Review or Modification	\$500.00
Plat Approval Request	\$600.00
Comprehensive Plan Amendment	\$750.00
Zoning Text Amendment / Rezoning	\$750.00
Sufficiency Review	Zoning Official (rate per hour)

NUMBER OF COPIES REQUIRED

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

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

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

PROJECT NAME: GRACIA

PROJECT ADDRESS: 125 CASCADE LN #1 Palm Beach Shores FL 33404

PROJECT LEGAL DESCRIPTION: PO Shores lot 258

*** All boxes must be completed, use N/A where appropriate ***

GENERAL DATA	CODE REQUIREMENT	EXISTING	PROPOSED
COMPREHENSIVE PLAN DESIGNATION: (SF-5, MF-21, MF-30, MF-42, P, ROS)	None	SF-5	SF-5
LAND USE: (Residential, Commercial, Recreational, Marina, Public, etc.)	None	Residential	Residential
ZONING DISTRICT: (A, B, C, D, P, ROS, designated at Pf. 3.1, Zoning Ordinance)	None	A	A
FLOOD ZONE CATEGORY:	None	X	X
LOT COVERAGE, LANDSCAPING & PARKING	CODE REQUIREMENT	EXISTING	PROPOSED
TOTAL LOT SIZE: (sq. ft.)	None	8542.5	8542.5
TOTAL COVERAGE OF A LOT BY BUILDINGS: (Pf. 5.4, 6.4, 7.5 or 8.5, Zoning Ordinance)	40%	25.9%	29.9%
TOTAL LANDSCAPE COVERAGE: (Pf. 5.4.3, Zoning Ordinance)	20%	63%	59%
OFF-STREET PARKING: (Pf. 5.13, 6.12, 7.13 or 8.14, Zoning Ordinance)	2	3	3
SETBACKS	CODE REQUIREMENT	EXISTING	PROPOSED
FRONT YARD: (Pf. 5.5, 6.6, 7.7 or 8.7, Zoning Ordinance)	25'	25	25
REAR YARD: (Pf. 5.6, 6.7, 7.9 or 8.9, Zoning Ordinance)	15'	43.1	25.9
SIDE YARD: (Pf. 5.7, 6.8, 7.8 or 8.8, Zoning Ordinance)	7'	7.6 - EAST 7.5 WEST	7.6 EAST 7.5 WEST

FLOOR AREA	CODE REQUIREMENT	EXISTING	PROPOSED
FIRST FLOOR AREA (sq. ft.):	None	2562	2916
SECOND FLOOR AREA (sq. ft.): (Pf. 5.4.2, Zoning Ordinance)	N/A	N/A	N/A
TOTAL FLOOR AREA (sq. ft.): (Pf. 2.23, Zoning Ordinance)	None	2562	2916
FLOOR AREA RATIO: (Pf. 5.4.2, Zoning Ordinance)	N/A	N/A	N/A
DWELLING UNIT DENSITY: (Pf. 6.5, 7.6 or 8.6, Zoning Ordinance)	N/A	N/A	N/A
IMPERVIOUS AREA	NET INCREASE	EXISTING	PROPOSED
BUILDING FIRST FLOOR AREA (sq. ft.):	(5640) 354 + 120	2216	(5640) + 354 + 120
OTHER IMPERVIOUS AREA (sq. ft.): (Decks, Patios, Walkways, Driveways, Pool Deck & Pool Surface Areas)	0	836	836
TOTAL IMPERVIOUS AREA (sq. ft.):	(5640) 354 + 120	3052	3526
ELEVATIONS	CODE REQUIREMENT	EXISTING	PROPOSED
GRADE ELEVATION (NAVD): (Pf. 4.6, Zoning Code)	9.76	9.3	9.76
ESTABLISHED 1 ST FLOOR ELEVATION (NAVD): (Pf. 4.6, Zoning Code)	10.26	9.8	9.8
MEAN CROWN OF ROAD ELEVATION (NAVD):	None	8.26	8.26
BUILDING HEIGHT	CODE REQUIREMENT	EXISTING	PROPOSED
TOTAL BUILDING HEIGHT (NAVD): (Pf. 5.2, 6.2, 7.3 or 8.3, Zoning Ordinance)	24	13'-6"	13'-6"
TOP OF BEAM HEIGHT (NAVD): (Pf. 5.2, 6.2, 7.3 or 8.3, Zoning Ordinance)	22	8'-0"	8'-0"
ROOF PITCH: (Pf. 5.2, 6.2 or 7.3, Zoning Ordinance)	4/12 - 8/12	4/12	4/12
FLAT ROOF PERCENTAGE: (Pf. 5.2, Zoning Ordinance)	10%	12%	12%

JUSTIFICATION STATEMENT

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

Site prep, clearing shrubs in order to ready area for additional block construction
of Master Bedroom addition to rear of existing structure

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

Provide an estimate of construction costs:

\$ 600,000

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

please reference town records for this information

home mostly original, no improvements seen to my knowledge.

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

please reference town records for project history

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

This proposed addition will enhance the current home, maintaining
the old historic charm from when it was built and not be visible
from roads as location is to back of home. Also please see attached info

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

property is in Flood Zone X on the 100 block of Cascade

DRAINAGE REQUIREMENTS
(For projects proposing additional on-site impervious area)

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

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

Submit a Survey with topographic elevations and existing improvements.

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

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

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

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

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

REQUEST FOR ARCHITECTURAL AND AESTHETIC REVIEW

Please be advised that pursuant to Sec. 14-86 and 14-87 of the Town Code of Ordinances, the Town Planning and Zoning Board uses the following criteria in order to complete its Architectural and Aesthetic Review. Each criteria must be addressed by the applicant prior to the application being processed.

1. Relationship of building to site: (Explain transition from streetscape; placement of parking and service areas; and compatibility of building height and scale with site):

The Addition is proposed to back of home, not visible from street

The small size of this Addition does not require much landscape on property
parking will remain the same and new Addition will match old construction

2. Relationship of building and site to adjoining area(s): (Explain how structures and landscaping are consistent with established neighborhood character and will enhance the surrounding area. Include description of architectural style, as well as textures, materials and colors to be utilized):

Addition is compatible w/ existing building & maintains aesthetic likeness to
older home. Finishes color to be a neutral / white and home to maintain
old Florida style in a growing coastal community

3. Landscape and site treatment: (Explain how landscaping, exterior lighting and other site elements will be used to enhance architectural features, buffer the mass of buildings as appropriate, and enhance the privacy of the owner and neighbors. Describe the use of native species and xeriscaping as appropriate.):

because Addition is to back of home, curb appeal will remain

The same, not overbearing with a home structure, maintaining
privacy for owner & neighbors

4. Building design: (Explain proposed building design and style, and how components such as roofs, windows, doors, eaves and parapets are balanced in proportion to each other; address harmoniousness of colors, visual interest and compatibility):

The new construction is designed to match current home in a way

that is not obvious and would be consistent with slightly enlarging current footprint

Please provide all documentation and/or samples necessary to address all architectural review criteria as applicable. Attach additional pages as necessary.

Plans attached, this addition to home w/ current architecture
to preserve old Florida look while improving structure and neighborhood

REQUEST FOR SITE PLAN MODIFICATION

1. Previously approved (Original) site plan information:

a. Original Project Name: N/A

b. Original Site Plan Application No.: _____

c. Original Site Plan Approval Date: _____

d. List of all other relevant information on file with original application: _____

2. Requested Modification(s): N/A

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

REQUEST FOR VARIANCE

The Applicant is requesting a variance from the Town Code Section(s) 4.6 D to permit the following:

Addition of Master Bedroom to an original non conforming home
Where finished floor measures 9.8 and by town code should measure 10.26 for any new structure

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

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

Home is in Flood Zone X, being on an elevated part of the island the home is now
non-conforming to Municipal Code and current finished floor is about 6" lower than
code requirement

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

Over the years changes to FEMA + Municipal codes make this home nonconforming even though
it is not in high risk flood zone and on an original p.b. shores home

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

The addition is being built for my dad who is 72 and has arthritis and 2 hip replacements.

A step into bedroom would be dangerous and would not enhance quality of life here in p.b. shores

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

allowing this variance because of dad's medical hardship will allow him to live comfortably in
home while not risking chance of fall or injury due to a step into bedroom

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

Variance for medical hardship does not encroach or affect neighbors, streets or
community

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

Variance is for minimum addition of living space to a home at rear of structure not visible
from the street and will not negatively affect surrounding neighbors or neighborhood

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

Construction schedule for 125 cascade

Assuming start date of 4-15-22

4/15 build a dirt slab for the new concrete slab

4/19 Density test

4/21 prep concrete slab, bug spray, place plastic, wwm and rebar

4/25 concrete slab inspection

4/26 pour concrete slab

4/26-4/29 concrete slab to cure

4/30 load concrete blocks

5/2 lay concrete blocks

5/3 place rebar in filled cells and bond beam

5/4 filled cell and bond beam rebar inspection

5/7 pour concrete for filled cell and bond beam

5/10-5/14 set roof trusses and sheath roof

5/16 roof inspection

February 21, 2022

Development Review Committee
Planning and Zoning
Town Commission

Regarding 125 cascade lane

Dear Committee Members,

We are seeking a variance due to medical hardship. The case here is where we are building a master bedroom addition to the home for my dad who is 72, has arthritis in his back and both knees as well as having two hip replacements. The current finished floor elevation is roughly six inches lower than current municipal code. Without a variance the addition would need to have a step into the bedroom where it meets the bathroom. This step would be a hazard to my dad as he will be living in the home. Due to the combination of arthritis and hip replacements it would be dangerous to think he could live in the home comfortably for years to come.

Attached letters are to show the arthritis in his knees(both) and back support the request for a variance to allow finished floor elevation to remain the same as the current home. I believe it important to allow such a variance as the improvement of the home will improve the neighborhood while not encroaching or disturbing neighbors.

I would like to thank you for your consideration and adherence to the Americans with disabilities act in maintaining a consistent finished floor elevation

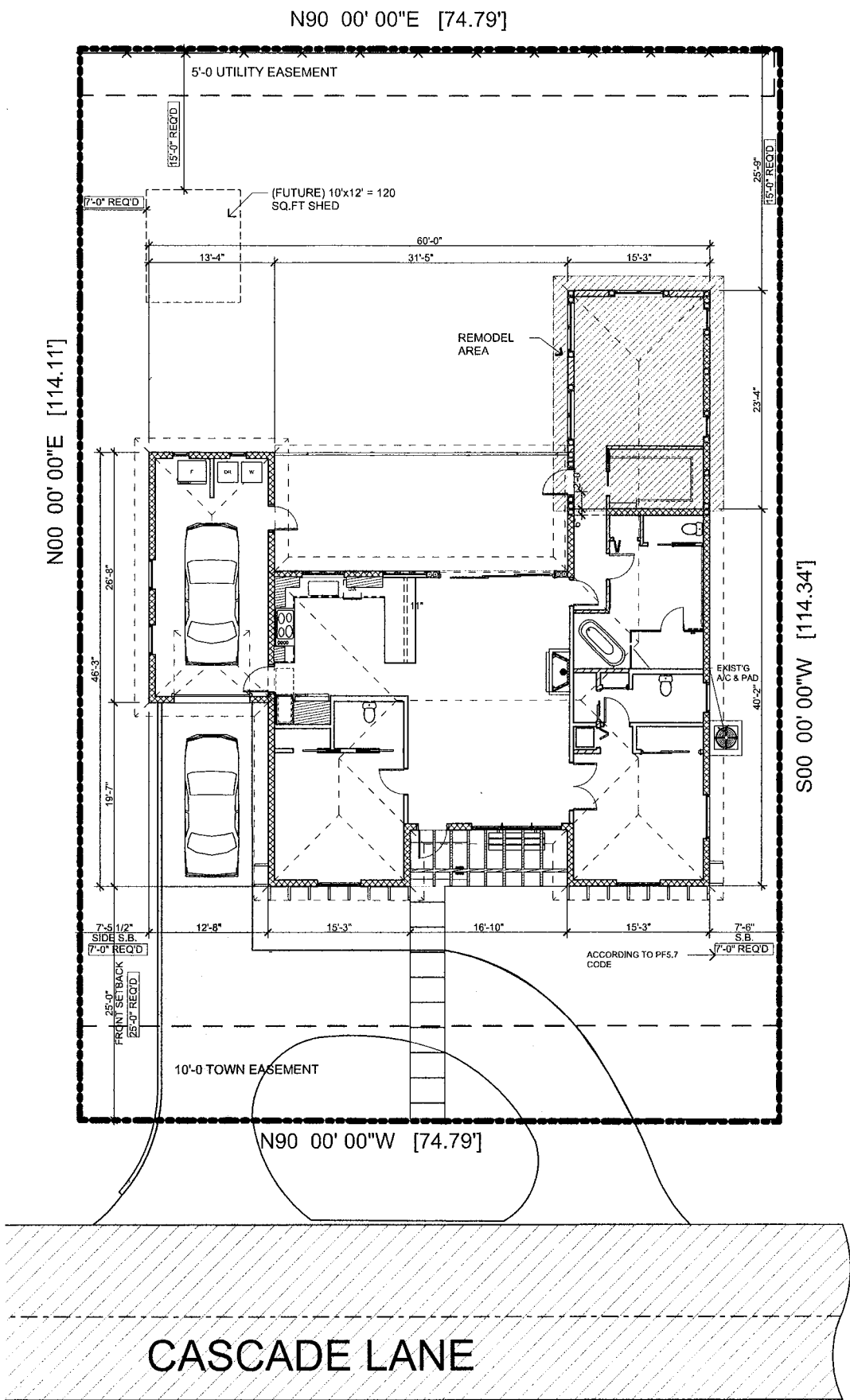
Sincerely,



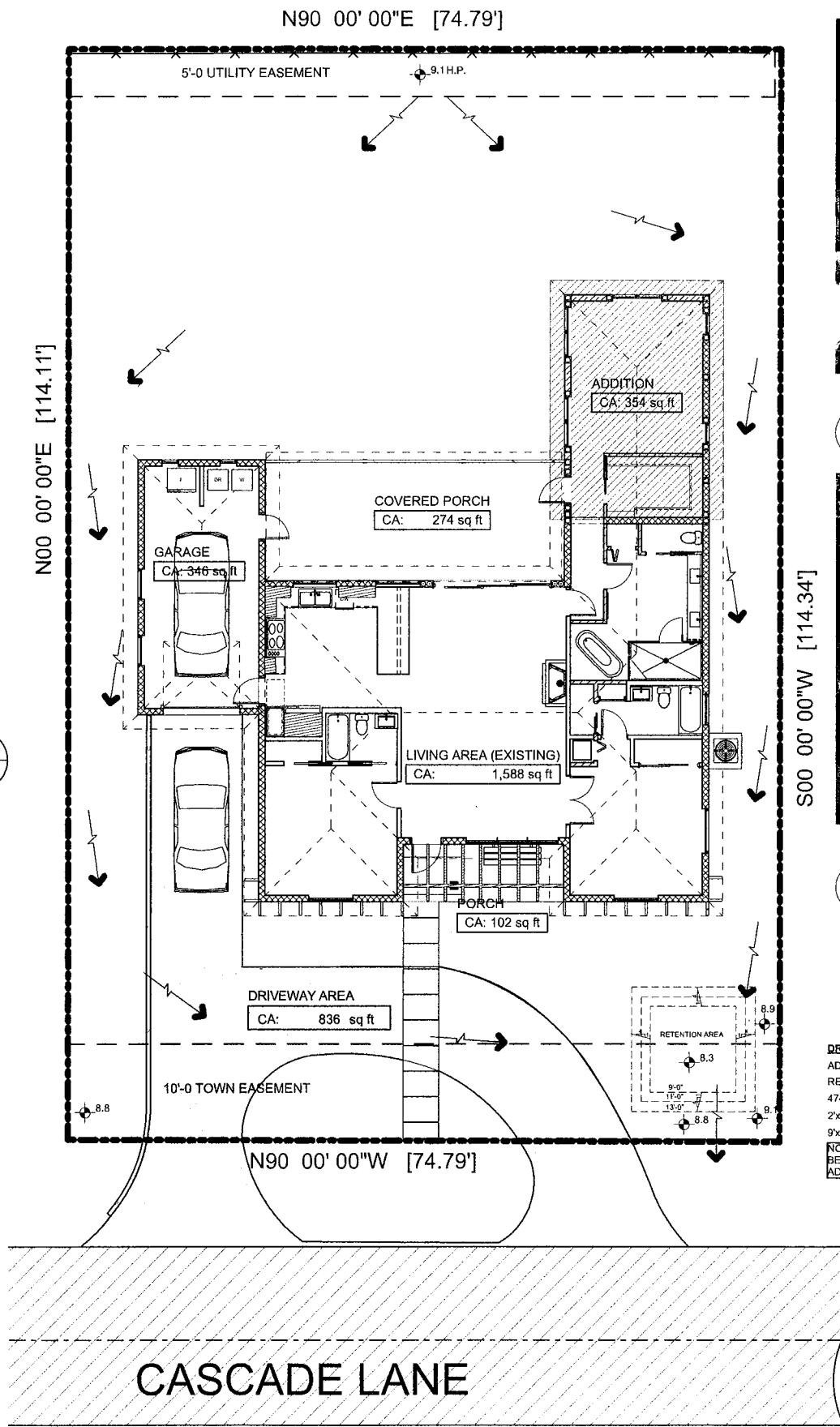
Weston Gracida



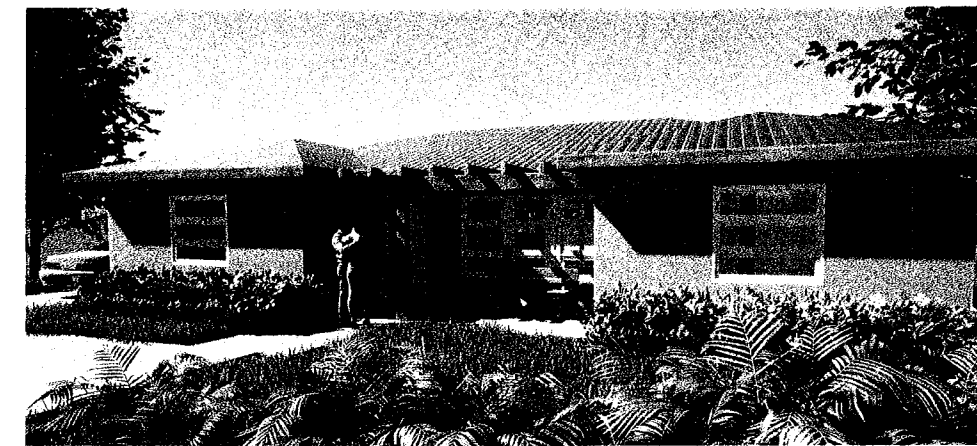
Ruben Gracida



4 SITE PLAN
SCALE: 1/8" = 1'-0"



1 SITE DRAINAGE SCHEMATIC
SCALE: 1/8" = 1'-0"



3 STREET VIEW
SCALE: 1:2.27



5 REAR VIEW
SCALE: 1:2.07

DRAINAGE CALCULATIONS:
ADDED IMPERVIOUS AREA: = 474 SQ.FT.
REQUIRED RETENTION @ 1"/SQ.FT
474 SQ.FT. x 1"/12 = 39.5 CU.FT REQ'D
2"x5=1 SQ.FT/LIN.FT x44LIN.FT/12=3.66 CU.FT
9'x 9' x .5'=40.5 CU. FT + 3.66= 44.66 CU.FT PROVIDED
NOTE: NOT STORM FLOWS TO BE DIRECTED TOWARD ADJACENT PROPERTIES

DRAWINGSHEET INDEX

General Drawings	G0.1	COVER SHEET
Structural Drawings	S1.0	FOUNDATION/ FRAMING
Floor Plans	A1.0	FLOOR PLAN
Elevations	A2.0	EXTERIOR ELEVATIONS
Sections	A3.0	WALL SECTIONS
Details	A5.0	DETAILS
Doors & Windows	A6.1	Schedules
Specifications	A7.0	SPECIFICATIONS
Drawings	E1.0	ELECTRICAL PLAN
	P1.0	PLUMBING PLAN



ROBERT F. SONBERG
ARCHITECT
113 Bent Tree Drive
Palm Beach Gardens, Fl. 33418
PH: /561.601.0977 CELL: /561.600.5635

WESTON GRACIDA REMODEL

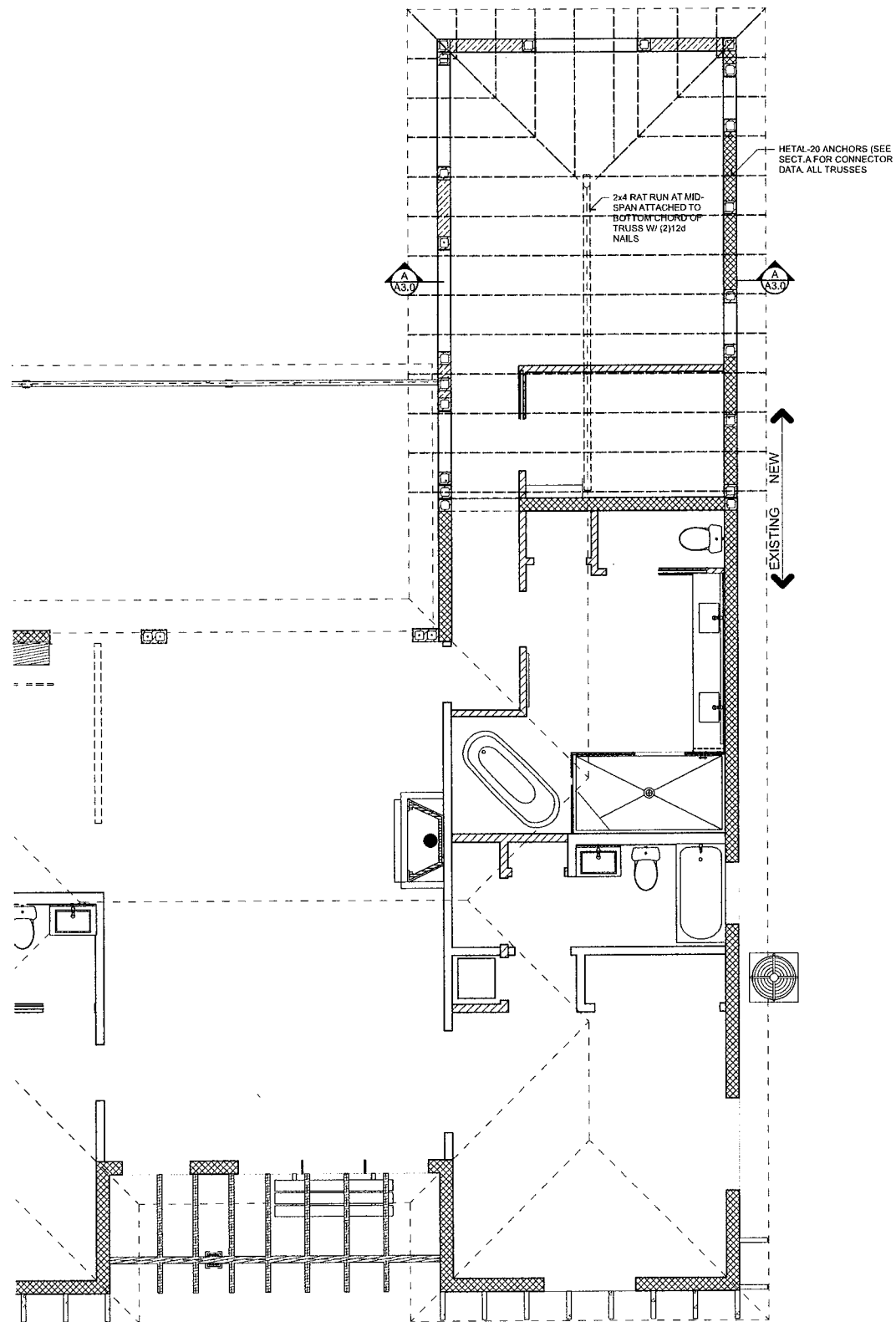
125 CASCADE LANE
PALM BEACH SHORES, FLORIDA

REVISIONS

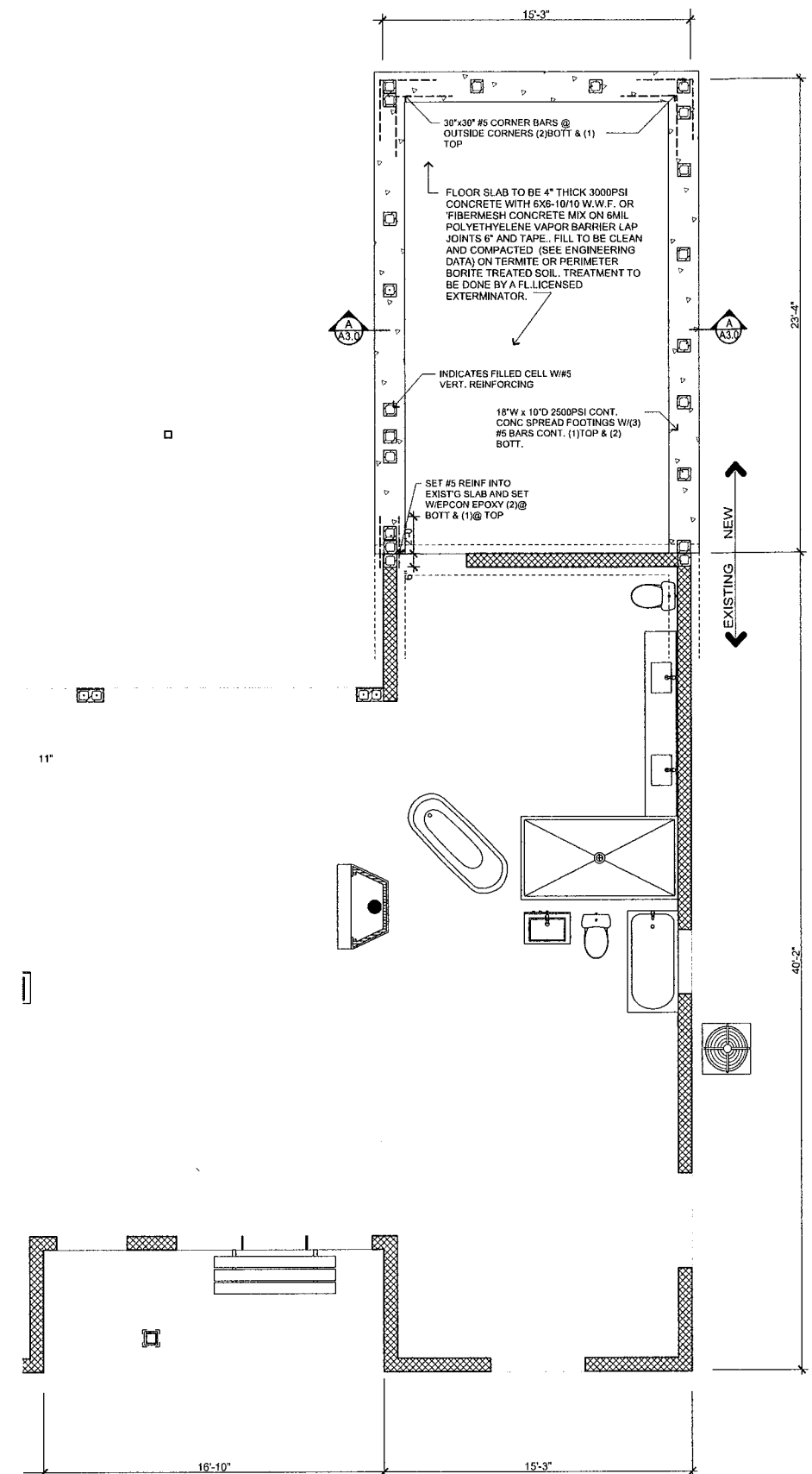
NO.	DESCRIPTION



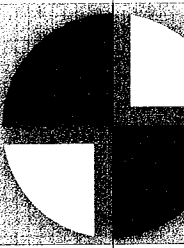
COVER SHEET



2 FRAMING PLAN
SCALE: 1/4" = 1'-0"



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



ROBERT F. SONE
ARCHITECT
13 BENT TREE DRIVE
PALM BEACH GARDENS, FL
EMAIL: rfsonberg@gmail.com
PHONE: (561)691-9277
FAX: (561)460-5635

COPYRIGHT
MATERIAL SHOWN HEREIN IS THE COPYRIGHT
PROPERTY OF ROBERT F. SONBERG ARCHITECT
AS SUCH SHALL NOT BE REPRODUCED OR
TRANSMITTED IN ANY FORM OR BY ANY
MEANS, IN PART WITHOUT THE WRITTEN PERMISSION
OF SAID ARCHITECT.

WESTON GRACE REMODEL

25 CASCADE LANE

[illegible]

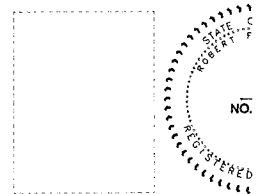
PROJECT DATA

PROJECT NO:	21-606.24
ISSUE DATE:	12/1/2021
DRAWN BY:	RFS
CHECK'D BY:	RFS
PERMIT NO.	###

S1.0

EMAIL: rfsonberg@gmail.co
PHONE: (561)691-9277
CELL: (561)460-5635

COPYRIGHT
MATERIAL SHOWN HEREIN IS THE COPY-
RIGHT PROPERTY OF ROBERT F. SONBERG A/E
AS SUCH SHALL NOT BE REPRODUCED
IN PART WITHOUT THE WRITTEN PERMIT
OF SAID ARCHITECT.

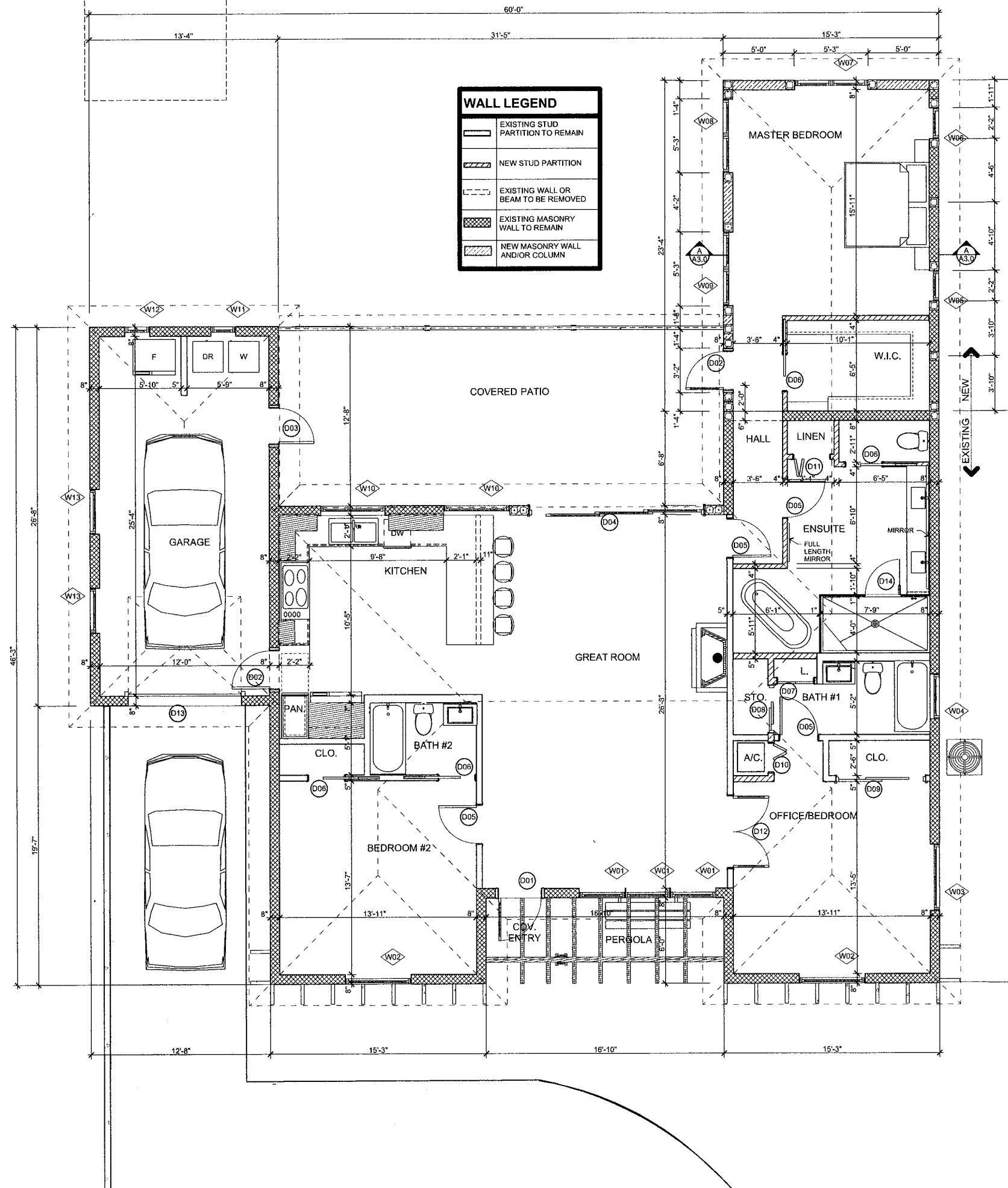


125 CASCADE LANE
PALM BEACH SHORES, FL 33411

[illegible]

PROJECT NO:	21-606.24
ISSUE DATE:	12/1/2021
DRAWN BY:	RFS
CHK'D BY:	RFS
PERMIT NO.	###

A1.0



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

+13'-6"
Roof High Point

±0"
1 First Floor

3 Roof High Point

+8'-0"
2 Roof

1 First Floor

+13'-6"

3 Roof High Point

±0"
1 First Floor

3 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



COPYRIGHT

MATERIAL SHOWN HEREIN IS THE COP
PROPERTY OF ROBERT F. SONBERG A
AS SUCH SHALL NOT BE REPRODUCE
IN PART WITHOUT THE WRITTEN PERM
SAID ARCHITECT.



WESTON GRACE REMODEL

125 CASCADE LANE
PALM BEACH SHORES,

[illegible]

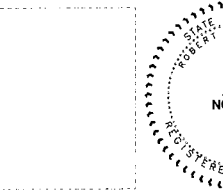
PROJECT DATA

PROJECT NO:	21-606.24
ISSUE DATE:	12/1/2021
DRAWN BY:	RFS
CHK'D BY:	RFS
PERMIT NO.	###

A2.0



COPYRIGHT
MATERIAL SHOWN HEREIN IS THE CO
PROPERTY OF ROBERT F. SONBERG
AS SUCH SHALL NOT BE REPRODUCE
IN PART WITHOUT THE WRITTEN PER
SAID ARCHITECT.



WESTON GRA REMODEL

125 CASCADE LANE
PALM BEACH SHORES, FL 33431

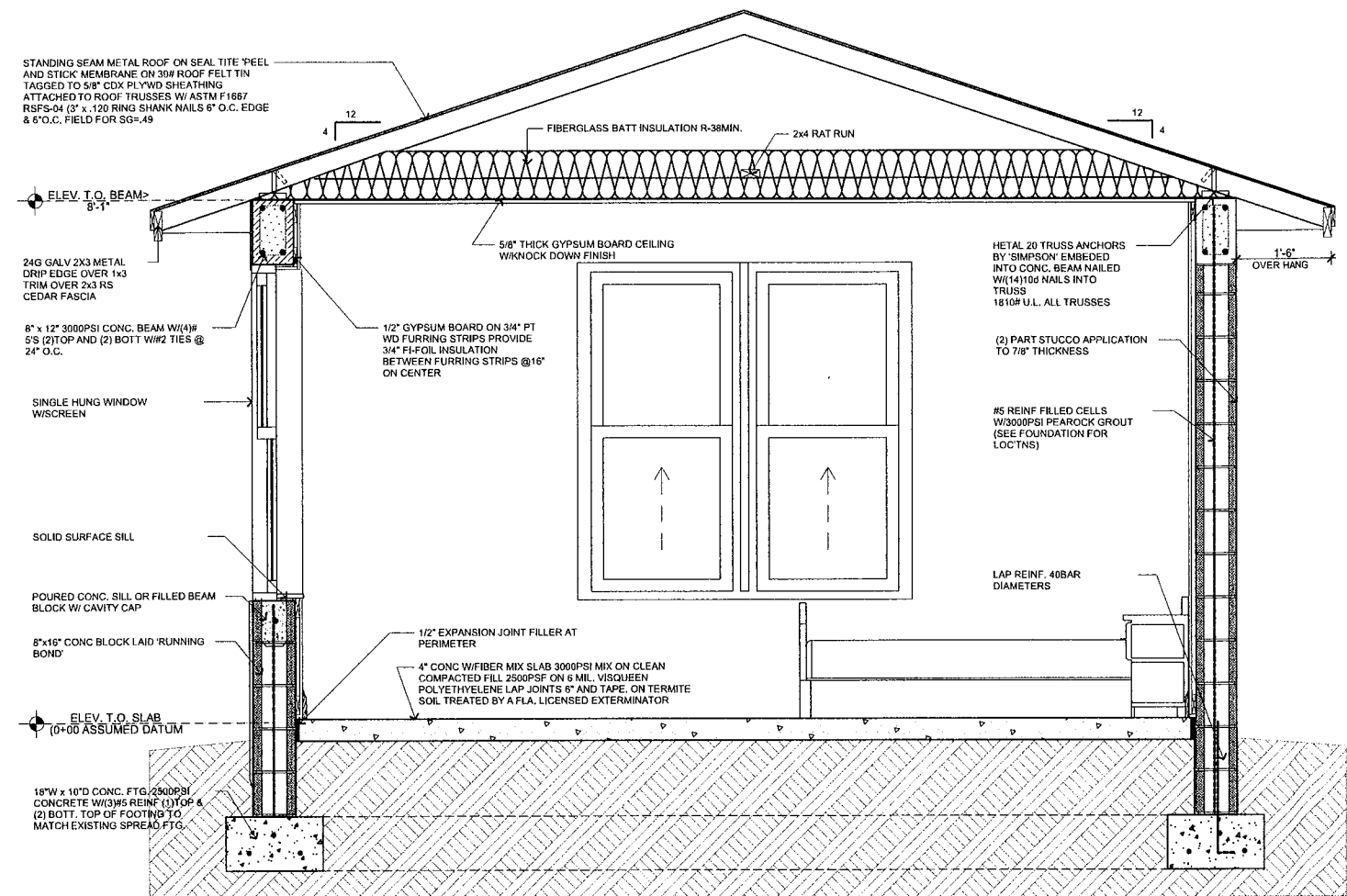
[illegible]

PROJECT DATA

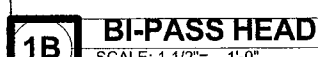
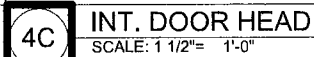
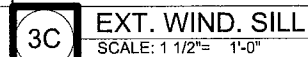
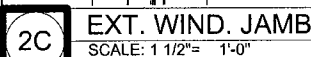
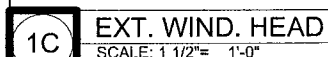
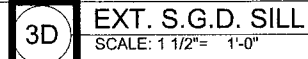
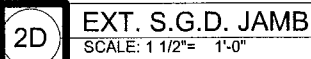
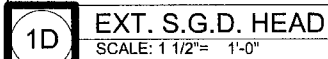
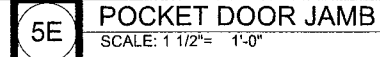
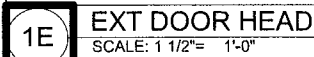
PROJECT NO:	21-606.24
ISSUE DATE:	12/1/2021
DRAWN BY:	RFS
CHK'D BY:	RFS
PERMIT NO.	###

A3.0

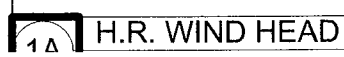
SHEET 5 OF



1 SECTION-A
SCALE: 3/4" = 1'-0"



5A **SLAB REPAIR**
SCALE: 1 1/2" = 1' 0"



\\Users\RFS\Documents\ARCHICAD 24 PROJECTS\21-606.24 Weston Gracida\Current Plan\21-606.24 Weston LATEST.pln

1. THESE PLANS WERE PREPARED USING THE 2020 FLORIDA RESIDENTIAL CODE 7TH ED. AND THE 2020 FLORIDA BUILDING CODE 7TH ED. IN COMPLIANCE WITH THE LATEST MARTIN COUNTY CODE.
2. TYPE OF CONSTRUCTION, CLASS VB, UNPROTECTED, GROUP R3 OCCUPANCY PER FLORIDA BUILDING CODE.
3. CONSTRUCTION SHALL FOLLOW THE FLORIDA BUILDING CODE AS ADAPTED BY THE COUNTY AND ALL APPLICABLE AMENDMENTS.
4. BUILDER SHALL COORDINATE ALL THE WORK OF ALL TRADES.
5. BUILDER SHALL REVIEW DRAWINGS IN THEIR ENTIRETY BEFORE STARTING WORK. THE BUILDER SHALL ACCEPT FULL RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS NOT REPORTED IMMEDIATELY IN WRITING TO THE ARCHITECT. BACK CHARGES WILL NOT BE ACCEPTED. DO NOT SCALE DRAWINGS.
6. SUBMIT MINIMUM THREE (3) COPIES OF SHOP DRAWINGS AS REQUIRED BELOW.
7. THESE PLANS, AS DRAWN AND NOTED, COMPLY WITH THE BUILDING ENVELOPE ENERGY REQUIREMENTS OF THE F.B.C.CHAPTER 13 ENERGY EFFICIENCY. CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE GOVERNING CODE IN ITS ENTIRETY AND BUILD IN ACCORDANCE WITH ALL PROVISIONS OF THIS CODE WHICH MAY NOT BE SPECIFICALLY ADDRESSED ON THE PLANS AND NOTES.
8. BUILDER IS RESPONSIBLE FOR ADEQUATE BRACING OF STRUCTURAL, OR NON-STRUCTURAL MEMBERS DURING CONSTRUCTION.
9. CABINET SUPPLIER TO PROVIDE SHOP DRAWINGS TO THE BUILDER.
10. WINDOW AND DOOR SUPPLIER TO PROVIDE SHOP DRAWING TO BUILDER.
11. ALL WINDOWS AND DOORS SHALL BE CAULKED AND WEATHER STRIPPED. WINDOW UNITS SHALL DISPLAY LABELS SHOWING COMPLIANCE WITH THE F.B.C. CHAPTER 13 ENERGY EFFICIENCY SECTION II. ALL CONSTRUCTION IN BROWARD AND DADE COUNTIES SHALL COMPLY WITH THE HIGH VELOCITY HURRICANE ZONE (HVHZ) SECTIONS OF THE F.B.C.

1. THE ARCHITECTURAL SITE PLAN, IF PROVIDED IN THESE DOCUMENTS, IS FOR GENERAL LOCATION OF THE HOUSE, POOL, DRIVEWAYS AND SITE FEATURES ONLY. THE G.C. OR SURVEYOR AT 50 PERCENT COMPLETION OF PROJECT. THE SURVEYOR IS RESPONSIBLE FOR VERIFYING BUILDING LOT FIT, LOT COVERAGE, EASEMENT LOCATIONS SET BACKS, AND ALL SITE DIMENSIONS PRIOR TO PERMITTING AND CONSTRUCTION. IF ANY CONFLICTS OCCUR BETWEEN THE ARCHITECTURAL SITE PLAN AND SURVEYORS LAYOUT THE GENERAL CONTRACTOR AND ARCHITECT SHALL BE NOTIFIED IN WRITING PRIOR TO PERMITTING AND CONSTRUCTION. NO WORK SHALL BE PERFORMED UNTIL THE GENERAL CONTRACTOR RESOLVES THESE CONFLICTS.

1. CONCRETE SHALL CONFORM TO THE ASTM C94-00, SHALL HAVE A MAXIMUM WATER/CEMENT RATIO OF 0.55 AND SHALL HAVE 3000 PSI COMPRESSIVE STRENGTH IN 28 DAYS (UNLESS NOTED OTHERWISE), ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH ACI 318-02 AND ACI 301-02. ALL CONCRETE MASONRY WORK SHALL BE IN ACCORDANCE WITH ACI 350-02.
2. MINIMUM CONCRETE COVER OVER REINFORCING SHALL BE: SLABS ON VAPOR BARRIER - '4" BEAMS AND COLUMNS - 1 1/2" FORMED CONCRETE BELOW GRADE - 2" UNFORMED CONCRETE BELOW GRADE - 3".
3. REINFORCING STEEL: GRADE 60 (Fy=80,000 PSI) ASTM A615-08B.
4. DETAIL OF CONCRETE REINFORCEMENT SHALL BE IN ACCORDANCE WITH "THE MANUAL OF STANDARD PRACTICE FOR REINFORCED CONCRETE CONSTRUCTION" AS PUBLISHED BY THE CONCRETE REINFORCING STEEL INSTITUTE, UNLESS NOTED OTHERWISE (U.O.N)
5. ADEQUATE VERTICAL AND HORIZONTAL SHORING SHALL BE PROVIDED TO SAFELY SUPPORT ALL LOADS DURING CONSTRUCTION.
6. CONCRETE BEAM SIZES MAY INCREASE (8" MAX) AS REQUIRED FOR ARCHITECTURAL DETAILS OR FIT BLOCK COURSING DROP BOTTOM OF THE BEAM AS REQUIRED AT WINDOW AND DOOR BEAMS (28" MAX) AND ADD 2#5 BARS BOTTOM IF DROP EXCEEDS 8".
7. DOWELS, COLUMN AND WALL REINFORCING TO FOOTING WITH SAME SIZE AND NUMBER OF DOWELS AS VERTICAL BARS ABOVE.
8. REINFORCING STEEL SHALL BE LAPPED 48 BAR DIA. MIN. WHERE SPLICED AND SHALL BE WROUGHT TOGETHER. PROVIDE CORNER BARS SAME SIZE AND NUMBER AS HORIZ.BEAM REINFORCING AT EACH FACE. LAP 48 BAR DIA. MIN.
9. PLACING DRAWING ON BAR LISTS SHALL CONFORM TO ACI'S "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE CONSTRUCTION" AS PUBLISHED BY THE CONCRETE REINFORCING STEEL INSTITUTE, UNLESS NOTED OTHERWISE.

1. FLOOR SLAB TO BE 4" THICK POURED CONCRETE SLAB WITH 6" x 6" 10 / 10 W.W.M. ON 6 MIL VISQUEEN (OR EQUAL) ON CLEAN WELL COMPACTED FILL PRE-TREATED FOR TERMITES, SHALL BE LOCATED IN THE MIDDLE TO UPPER HALF OF THE SLAB DEPTH AND MUST BE SUPPORTED AT 3'-0" O/C EACH WAY WITH APPROVED MATERIALS.
2. ALL REINFORCING STEEL TO BE GRADE 60.
3. COLUMN AND WALL CENTERLINES SHALL COINCIDE WITH FOOTING CENTER LINES, UNLESS OTHERWISE NOTED.
4. FOOTING DESIGN BASED ON ASSUMED SOIL BEARING CAPACITY OF 2500 P.S.F. CONTRACTOR TO SUBMIT SOIL BEARING TEST RESULTS OR SOIL BEARING CAPACITY REPORT BY A FLORIDA REGISTERED ENGINEER.
5. FILL PLACED WITHIN 5'-0" OF THE CONSTRUCTION PERIMETER SHALL CONSIST OF CLEAN, WELL GRADED SAND IN 12" LIFTS (MAX.) AND VIBRATORY COMPACTED TO ACHIEVE A MINIMUM OF 95% MODIFIED PROCTOR ASTM D 1557-00.
6. AFTER STANDARD CLEANING AND GRUBBING HAS BEEN COMPLETED AND APPROVED, APPLY VIBRATORY COMPACTOR WITH A MINIMUM OF FOUR PASSES TO THE EXISTING GROUND.
7. SLABS SHALL NOT BE LOADED UNTIL 12 HOURS HAS ELAPSED.
8. SPLICES SHALL BE 48 BAR DIAMETERS AND CONTINUOUS AROUND ALL CORNERS AND CHANGES IN DIRECTION. CORNER BARS SHALL BE 48 BAR DIAMETERS EACH WAY.
9. ALL MONOLITHIC FOOTINGS HAVE BEEN CHECKED FOR THE USE OF TRANSFER REINFORCEMENT AT THE PERIMETER. RATIONAL ANALYSIS SHALL BE SUBMITTED, BUT ONLY IF REQUESTED BY THE BUILDING OFFICIAL.
10. CONCRETE FOR FOUNDATIONS AND FOOTINGS SHALL BE 2500 PSI MIN. MAXIMUM WATER/CEMENT RATIO MUST NOT EXCEED 0.55.

SCHEDULED HOOPS AND STIRRUPS SHALL BE PLACED AT EACH END (E.E.) OF BEAM OR THROUGHOUT (T.O.) BEAM AS INDICATED OR BEAM SCHEDULE. STIRRUPS SHALL BE TYPE 5-6 AND HOOPS SHALL BE TYPE 1-2 TYPICAL CRSI BAR BENDS, UNLESS OTHERWISE NOTED.

ALL BEAM (MARK 'B') TOP BARS SHALL BE CONTINUOUS, UNLESS OTHERWISE NOTED.

ALL TIE BEAMS (MARK 'TB') REINFORCING SHALL BE CONTINUOUS THROUGH TIE BEAMS ONLY. ALL SPLICES TO BE A MINIMUM OF 48 BAR DIAMETERS.

BUNDLE ALL STRUCTURAL BEAM TOP BARS IN PAIRS OVER SUPPORTS WITH TOP BARS FROM ADJ. BEAMS. (UNO).

DROP BOTTOM OF THE BEAMS AS REQUIRED AT WINDOWS AND DOOR HEADS (28" MAX) . ADD 2-#5 BOTTOM IF DROP EXCEEDS 8"

TIE BEAM SCHEDULE DEPTHS ARE MINIMUM AND MAY BE INCREASED 8" TO FIT BLOCK WORK.

ALL ADDED LONGITUDINAL BEAM REINFORCING SHALL EXTEND 6" MINIMUM INTO SUPPORT UNLESS OTHERWISE NOTED.

REFER TO CONCRETE NOTES FOR INFORMATION ON CONCRETE AND STEEL SPECIFICATIONS.

ONE-QUARTER OF MAXIMUM BOTTOM REINFORCING STEEL AREA OF EITHER ADJACENT BEAM SHALL EXTEND THROUGH SUPPORT AND LAP WITH A CLASS 'A' TENSION LAP SPLICE ON EITHER SIDE OF SUPPORT.

MARK 'C' IN REINFORCING COLUMN BETWEEN TWO BEAMS INDICATES THAT REINFORCING SHALL BE CONTINUOUS THROUGH THESE TWO BEAMS.

3. CONCRETE UNITS TO BE ASTM C 90-OLA, ASTM GRADES NI OR NII. PROVIDE PRECAST INTELS NECESSARY. (F'M = 1500 PSI.)
2. MORTAR TYPE M PER ASTM C 270-OLA.
3. CONCRETE FILL
 - (a) CELLS, LINTELS AND BOND BEAMS WHERE SPECIFIED SHALL BE FILLED W 3000 PSI PEA GRAVEL CONCRETE.
4. (a) THE MIX DESIGN SHALL BE APPROVED BY THE ENGINEER.
 - (b) ALL CONCRETE SHALL BE OF A FLUID CONSISTENCY WITH A SLUMP OF 9"-11" MAX, WHICH MEANS THAT THE CONSISTENCY SHALL BE AS FLUID AS POSSIBLE FOR POURING WITHOUT SEGREGATION OF THE CONSTITUENT PARTS.
 - (c) THE USE OF ADMIXTURES SHALL NOT BE PERMITTED WITHOUT WRITTEN CONSENT OF THE ENGINEER
5. REINFORCING VERTICAL:
 - (a) ASTM A615-CLB, PER REINFORCING SECTION (GRADE 60).
 - (b) WHEN A FOUNDATION DOWEL DOES NOT LINE UP WITH A VERTICAL CORE, IT SHALL NOT BE SLOPED MORE THAN ONE HORIZONTAL IN SIX VERTICAL, ALIGNMENT, EVEN THOUGH IT IS AN ADJACENT CELL TO THE VERTICAL WALL REINFORCEMENT.
 - (c) VERTICAL REINFORCING STEEL SHALL HAVE A MINIMUM CLEARANCE OF ONE-HALF INCH FROM THE MASONRY.
 - (d) VERTICAL REINFORCING SHALL BE AS LOCATED ON THE PLAN AND INDICATED IN THE COLUMN SCHEDULE.
 - (e) VERTICAL REINFORCING EACH SIDE OF ANY OPENING, IF REQUIRED, SHALL BE CONTINUOUS TO THE TIE BEAM. PRECAST LINTELS SHALL HAVE OPENINGS TO ALLOW REINFORCING BARS AND CONTINUE UNINTERRUPTED.
6. HORIZONTAL REINFORCEMENT:
 - (a) HORIZONTAL REINFORCEMENT SHALL BE PROVIDED AND SCHEDULED IN THE BEAM SCHEDULE.
 - (b) HORIZONTAL JOINT REINFORCEMENT SHALL CONSIST OF AT LEAST 9 GAUGE LADDER TYPE REINFORCEMENT SPACED NOT MORE THAN 16 O/C VERT. REINFORCEMENT SHALL ALSO BE PROVIDED AT THE BOTTOM AND TOP OF ALL OPENINGS AND EXTEND NOT LESS THAN 24" BEYOND THE OPENING, PROVIDE 8" MIN EMBEDMENT INTO CONCRETE COLUMNS AND BEAMS AND FULL DEPTH LAPS AT ALL MASONRY "L" AND "T" INTERSECTIONS.
7. GENERAL:
 - (a) STRUCTURAL DESIGN IS IN ACCORDANCE WITH A.G.I. 530-02/ A.S.C.E. 5-02/T.M.S. 402-2, BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES AND THE COMMENTARY ON BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES.
 - (b) M.S. 602-2 SPECIFICATIONS FOR MASONRY STRUCTURES AND THE COMMENTARY ON SPECIFICATIONS FOR MASONRY STRUCTURES.
 - (c) IN WHVZ AREAS THE BUILDER SHALL EMPLOY A SPECIAL INSPECTOR APPROVED BY THE BUILDING OFFICIAL TO INSURE COMPLIANCE WITH THE APPROVED STRUCTURAL PLANS IN ACCORDANCE WITH THE APPROVED STRUCTURAL PLANS IN ACCORDANCE WITH SECTION 2122.4 F.B.C.

1. STRUCTURAL STEEL SHALL CONFORM TO THE AISC 'SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS'. MATERIALS SHALL CONFORM TO THE APPLICABLE ASTM SPECIFICATION AS FOLLOWS: SHAPES, PLATES, A-36-00. BOLTS - A 307-00 TUBULAR - A500-04A GRADE B.
2. WELDED CONSTRUCTION SHALL CONFORM TO THE 'AMERICAN WELDING SOCIETY STRUCTURAL WELDING CODE'. ELECTRODES FROM FIELD AND SHOP WELDS SHALL BE A.W.S. A5.1E 10XX.

1. A PERMANENT SIGN WHICH IDENTIFIES THE TERMITE TREATMENT PROVIDER AND NEED FOR RE-INSPECTION AND TREATMENT CONTRACT RENEWAL SHALL BE PROVIDED. THE SIGN SHALL BE POSTED NEAR THE WATER HEATER OR ELECTRICAL PANEL.
2. PROVIDE 3 STEEL POST OR BOLLARD OR TIRE BUMPER IN FRONT OF ALL EQUIPMENT (HVAC, EH/W, WASHER/DRYER) LOCATED IN THE GARAGE AT FLOOR LEVEL PER F.B.C. MECHANICAL CODE.
3. PROVIDE 1X2 FT. FIRESTOP HORIZONTAL CEILING & WALL INTERSECTIONS OR 8'-0" O/C VERT. MAX. AND ALL OTHER LOCATIONS PER F.B.C. SECTION 705.
4. ALL GLAZING WITHIN 24" (48" IN HVHZ) AND PARALLEL TO A DOOR SHALL BE TEMPERED. ALL WINDOWS OR GLASS ENCLOSURES AT OR WITHIN 36" OF TUBS AND SHOWERS WITH SILLS LESS THAN 60" ABOVE FINISH FLOOR SHALL BE TEMPERED. ALL GLASS IN SIDELIGHTS, SLIDING GLASS DOORS AND FRENCH DOORS SHALL BE TEMPERED.
5. EGRESS WINDOWS SHALL BE OPERABLE FROM THE INSIDE WITHOUT THE USE OF TOOLS. EGRESS

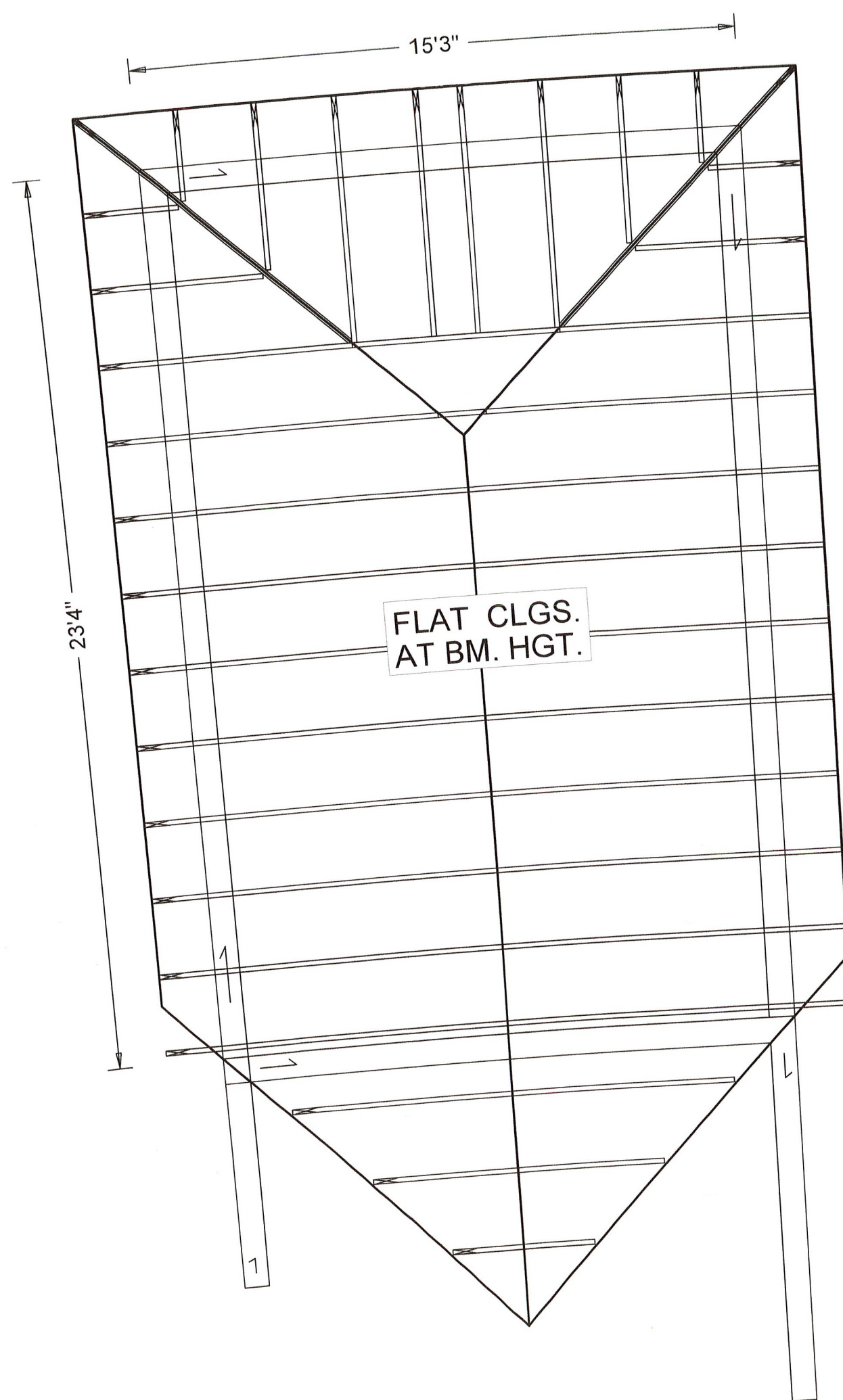
1. THE TRUSS AND FLOOR SYSTEM LAYOUT SHOWN ON THIS SHEET IS SCHEMATIC IN NATURE. HOWEVER, THE SUPPORTING SUPERSTRUCTURE HAS BEEN DESIGNED UNDER THE ASSUMPTION THAT THE FRAMING SCHEME SHOWN WILL CLOSELY PARALLEL FINAL TRUSS AND FLOOR SYSTEM DESIGNERS LAYOUT.
2. THIS FRAMING SCHEME (DIRECTION OF TRUSSES AND SLABS, MAJOR G.T., BEARING POINTS, ETC.) CAN BE MODIFIED ONLY AFTER OBTAINING PERMISSION FROM THE PRIME PROFESSIONAL, OF RECORD WHO MUST REVIEW PROPOSED CHANGES AND AUTHORIZE STRUCTURAL REVISIONS ACCORDINGLY.
3. FINAL SIGNED AND SEALED ENGINEERED TRUSS AND FLOOR SYSTEM DESIGN MUST BE SUBMITTED TO THIS OFFICE FOR REVIEW. TRUSS AND FLOOR SYSTEM DESIGNERS MUST PROVIDE ALL TRUSS CONNECTIONS AS PART OF THE DESIGN.
4. TRUSS AND FLOOR SYSTEM MANUFACTURER SHALL SUBMIT THREE (3) COPIES OF SHOP DRAWINGS AND ENGINEERING CALCULATIONS SIGNED AND SEALED BY A FLORIDA REGISTERED ENGINEER OF THEIR DESIGN FOR REVIEW INCLUDING TWO (2) COPIES FOR ARCHITECT'S REVIEW PRIOR TO FABRICATION. REVIEW OF SHOP DRAWINGS IS A COURTESY BY THE ARCHITECT AND IN NO WAY RELEASES THE ARCHITECT FROM HIS RESPONSIBILITY TO PROVIDE A LAYOUT THAT FULLY INTEGRATES WITH THE ARCHITECT'S SUPERSTRUCTURE. IF THERE IS ANY CONFLICT OR ADDITIONAL STRUCTURE NEEDED, THE TRUSS AND FLOOR SYSTEM COMPANY SHALL NOTIFY THE ARCHITECT IN WRITING OF THE SPECIFIC AREAS OF CONCERN.
5. TRUSSES TO BE DESIGNED TO CARRY LOADS OF ATTIC AHU AND MISC. EQUIPMENT. COORDINATE LOCATIONS WITH BUILDER PRIOR TO FABRICATION AND INDICATE ON TRUSS DRAWINGS. THE BUILDER SHALL BE RESPONSIBLE FOR THE COMPLETE COORDINATION BETWEEN THE TRUSS DESIGN AND AIR CONDITIONING DESIGN REQUIREMENTS.
6. ARCHITECT ACCEPTS NO RESPONSIBILITY FOR STRUCTURAL BEAMS, COLUMNS, AND FOOTINGS UNTIL REVIEW OF APPROVED TRUSS AND FLOOR SYSTEM DRAWINGS, SIGNED AND SEALED BY A FLORIDA REGISTERED ENGINEER.

1. ALL HEATING, AIR CONDITIONING, REFRIGERATION AND VENTILATION EQUIPMENT SHALL CONFORM TO THE REQUIREMENTS SET FORTH IN THE "FLORIDA BUILDING CODE"
2. MECHANICAL' AND CHAPTER 28 OF THE FLORIDA BUILDING CODE.
3. 4" CLEARANCE IS TO BE MAINTAINED AROUND ALL AIR HANDLING UNITS.
4. PROVIDE FIRE DAMPERS AT SUPPLY AND RETURNS WHICH PASS THROUGH RATED ASSEMBLIES IF ANY.
5. PROVIDE FIRE DAMPERS AT SUPPLY AND RETURNS WHICH PASS THROUGH RATED ASSEMBLIES IF ANY.
6. A/C UNITS MAY HAVE CONC. PAD OR OTHER APPROVED MATERIAL EXTENDING ABV. ADJOINING GRADE OR SHALL BE SUSPENDED A MIN. OF 8" ABV. ADJOINING GRADE. PADS SHALL BE A MINIMUM 4'-0"X 9'-0" PAD FOR DOUBLE UNIT.

1. CONTRACTOR SHALL VERIFY WITH F.P. & L. THE LOCATION OF SERVICE AND SHALL LOCATE METER & PANELS AS REQUIRED.
2. ALL WIRE SHALL BE THINCK COPPER, UNLESS NOTED OTHERWISE.

1. ALL WORKMANSHIP AND MATERIALS SHALL BE IN STRICT ACCORDANCE WITH FBC 2017, APPLICABLE LOCAL CODES RULES AND ORDINANCES.
 2. PLUMBING CONTRACTORS SHALL VISIT THE JOB SITE, AND THOROUGHLY FAMILIARIZE HIMSELF WITH THE EXISTING CONDITIONS.
 3. ALL MATERIALS SHALL BE NEW.
 4. ALL WORK SHALL BE PERFORMED BY A LICENSED PLUMBING CONTRACTOR IN A FIRST CLASS WORKMANLIKE MANNER. THE COMPLETED SYSTEM SHALL BE FULLY OPERATIVE. ALL EXCAVATION AND BACKFILL AS REQUIRED FOR THIS PHASE OF CONSTRUCTION SHALL BE A PART OF THIS CONTRACT.
 5. REQUIRED INSURANCE SHALL BE PROVIDED BY THE PLUMBING CONTRACTOR FOR PROTECTION AGAINST PUBLIC LIABILITY AND PROPERTY DAMAGE FOR THE DURATION OF THE WORK.
 6. PLUMBING CONTRACTOR SHALL SECURE AND PAY FOR ALL PERMITS, FEES, INSPECTION AND TESTS.
ON ORDERING EQUIPMENT, PLUMBING CONTRACTOR MUST BE PRESENT FOR ALL INSPECTIONS OF HIS WORK BY REGULATORY AUTHORITIES.
 7. DRAWINGS ARE DIAGRAMMATIC. DO NOT SCALE FOR THE EXACT LOCATION OF FIXTURES, PIPING, EQUIPMENT, ETC.
 8. ALL WORK SHALL BE COORDINATED WITH OTHER TRADES TO AVOID INTERFERENCE WITH THE PROGRESS OF CONSTRUCTION. REPORT ANY DISCREPANCY TO ENGINEER/ARCHITECT PRIOR TO BEGINNING CONSTRUCTION
 9. VERIFY LOCATION, SIZE, DIRECTION OF FLOW AND INVERTS OF ALL EXISTING UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION. ADVISE ENGINEER OF ANY DISCREPANCIES.
 10. WATER DISTRIBUTION PIPING ABOVE AND BELOW GROUND SHALL BE TYPE "1" COPPER. COORDINATE WITH LOCAL JURISDICTION FOR ADDITIONAL REQUIREMENTS. PROVIDE ALTERNATE FOR CPVC PIPING EQUAL TO BF GOODRICH "FLOWGUARD GOLD" FOR WATER KNOWN OR DETERMINED TO HAVE ACIDIC CHARACTERISTICS. CONTRACTOR SHALL PERFORM A WATER TEST TO DETERMINE WATER CHEMISTRY PRIOR TO ANY WORK OR PIPING INSTALLATION AND SHALL SUBMIT TEST RESULTS TO ENGINEER FOR REVIEW AND APPROVAL.
 11. SOIL, WASTE, VENT AND RAINWATER PIPING SHALL BE CAST IRON OR PVC, WHERE CODE ALLOWS. PVC MAY NOT BE USED THRU RATED ASSEMBLIES OR IN PLENUMS.
 12. ALL FIXTURES MUST BE PROVIDED WITH READILY ACCESSIBLE STOPS AND APPROPRIATELY MARKED ACCESS PANELS. COORDINATE LOCATIONS WITH GENERAL CONTRACTOR PRIOR TO INSTALLATION.
 13. FURNISH AND INSTALL APPROVED WATER HAMMER ARRESTORS FOR ALL (GROUP) PLUMBING FIXTURES, SIZED AND LOCATED FOR MANUF'S INSTALLATION INSTRUCTIONS AND WH-PDI 201.
 14. DIELECTRIC COUPLINGS ARE REQUIRED BETWEEN ALL DISSIMILAR METAL IN PIPING AND EQUIPMENT CONNECTIONS.
 15. ISOLATE COPPER PIPE FROM HANGER OR SUPPORTS WITH ISOLATOR PADS OR MATERIAL.
 16. ALL FIRE RATED FLOOR AND WALL PENETRATIONS SHALL BE PROPERLY PROTECTED FROM FIRE, SMOKE AND WATER PENETRATION BY FILLING VOIDS BETWEEN PIPE AND WALL/FLOOR SLEEVES WITH FIRE RATED FOAM, TO ACHIEVE THE SAME RATING AS WALLS OR FLOORS AS PART OF THE PLUMBERS WORK.
 17. PLUMBING CONTRACTOR SHALL GUARANTEE ALL MATERIALS AND WORKMANSHIP FREE FROM DEFECTS FOR A PERIOD OF NOT LESS THAN ONE (1) YEAR FROM DATE OF ACCEPTANCE BY OWNER. CORRECTION OF ANY DEFECTS SHALL BE COMPLETED WITHOUT ADDITIONAL CHARGE AND SHALL INCLUDE REPLACEMENT OR REPAIR OF ANY OTHER PHASE OF THE INSTALLATION, WHICH MAY HAVE BEEN DAMAGED.
 18. PROVIDE ACCESS PANELS FOR ALL CONCEALED VALVES AND ALL WATER HAMMER ARRESTORS, ACCESS PANELS IN RATED WALLS MUST MAINTAIN THE SAME RATING AND MUST MATCH THE FINISH OF THE WALL IN WHICH IT IS INSTALLED.
 19. PROVIDE COMBINATION COVER PLATE AND CLEANOUT PLUG OR ACCESS PANEL FOR ALL WALL, CLEANOUTS FINISH TO MATCH FIXTURE TRIM.
 20. NO COMBUSTIBLE MATERIAL TO BE USED IN MECHANICAL ROOMS OR IN CEILING SPACES WHERE USED AS RETURN AIR PLENUMS.
 21. NO WATER, SANITARY OR DRAINAGE PIPING PERMITTED IN ELECTRICAL OR ELEVATOR EQUIPMENT ROOMS.
 22. ALL CONTROL VALVES SHALL BE TAGGED AND MARKED. A REPRODUCIBLE DIAGRAM LOCATING ALL VALVES SHALL BE PROVIDED FOR OWNER/OPERATOR.
 23. ALL CONDENSATE DRAIN PIPING SHALL BE TYPE "1" COPPER WITH ARMAFLEX INSULATION PER TABLE 4-11 F.B.C. 2007 WHERE USED IN A RETURN AIR PLENUM, PVC PIPING WITH ARMAFLEX INSULATION MAY BE USED IN LOCATIONS WHERE ALLOWED BY LOCAL CODES. SEE PLUMBING DRAWINGS FOR SIZE AND
- LINE'S NEED NOT COMPLY WITH MIN. CLEARANCE REQUIREMENTS PER F.B.C. 2017, PAR. 1522.3.5.
25. PROVIDE ANGLE STOPS ON ALL WATER SERVICE LINES TO FIXTURES FOR INDIVIDUAL SHUT-OFF.

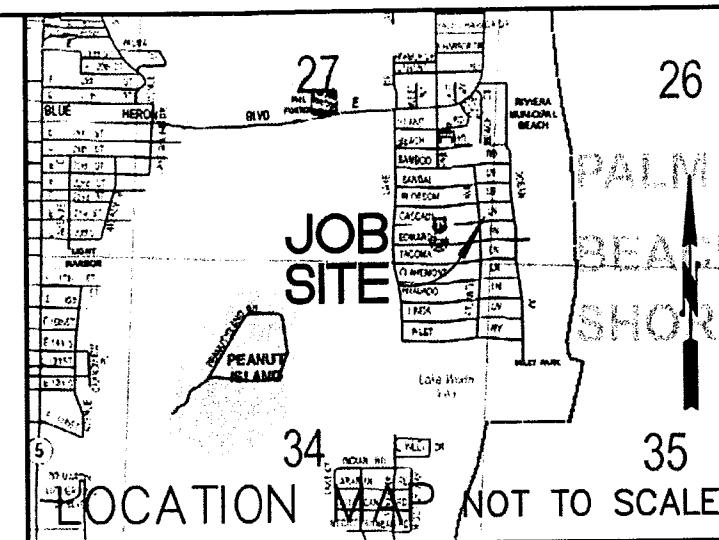
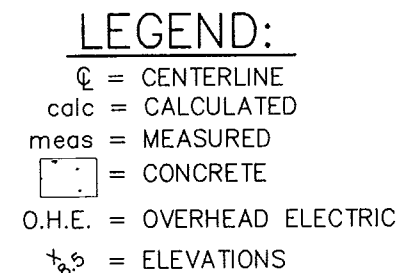
SHEET 8 OF 1



Weston Gracida
Master BR Addition

\$2,700 Total

From: Kost Truss Inc.
2/10/22



OFFICIAL RECORDS BOOK 5937 PAGE 1397
LOT 258, OF PALM BEACH SHORES, ACCORDING TO
THE PLAT THEREOF ON FILE IN THE OFFICE OF THE
CLERK OF THE CIRCUIT COURT IN AND FOR PALM
BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK
23, PAGES 29 THROUGH 21, INCLUSIVE.
CONTAINING 8581 SQUARE FEET MORE OR LESS

PROPERTY SHOWN HEREON IS LOCATED IN
FLOOD ZONE X PER FLOOD INSURANCE RATE
MAP 125137 0393 F DATED OCTOBER 5, 2017

- NOTE:
THIS SURVEY PERFORMED
WITHOUT BENEFIT OF TITLE

RONALD E. STOTLER
PROFESSIONAL SURVEYOR AND MAPPER
CERTIFICATE NO. 5026
STATE OF FLORIDA

MAGELLAN SURVEYING & MAPPING, INC.
PROFESSIONAL LAND SURVEYORS
 LICENSED BUSINESS - 7571
 450 S. OLD DIXIE HIGHWAY, SUITE 10
 JUPITER, FLORIDA 33458
 SINCE 2007 561-746-8745 FAX 561-746-9632 E-mail info@magellansurveying.com

Prepared For: WESTON GRACIDA

Drawn by KC

Date Of Survey

Field: AB F.B. 184 Pg28

DECEMBER 16, 2021

REVISIONS:

Scale
1" = 20'

Drawing Number	21-294
----------------	--------

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

	CASH & INVESTMENTS		REVENUE			
			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%
3/31/2021	\$ 4,556,169		\$ 5,517,240	\$ 163,710	\$ 4,374,210	79%
4/30/2022						
5/31/2022						
6/30/2022						
7/31/2022						
8/31/2022						
9/30/2022						

	EXPENDITURES					
	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	\$ 532,845	\$ (189,547)	\$ 343,298	\$ 2,136,692	38%
3/31/2022	\$ 5,609,398	\$ 319,981	\$ 234,325	\$ 554,306	\$ 2,690,998	48%
3/31/2021	\$ 5,517,240	\$ 403,750	\$ 28,481	\$ 432,232	\$ 2,735,903	50%
4/30/2022						
5/31/2022						
6/30/2022						
7/31/2022						
8/31/2022						
9/30/2022						

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

Town of Palm Beach Shores
Budget Summary Report
March 2022

				Mar Benchmark	50.0%
	BUDGET		YTD	Favorable(Unfav)	%
REVENUE					
Revenue (without appr'd F/B)	\$ 5,661,100.00		\$ 4,639,069.56	\$ (1,022,030.44)	81.9%
Appropriated Fund Balance	(51,702.00)		-	51,702.00	
TOTAL REVENUE	\$ 5,609,398.00		\$ 4,639,069.56	\$ (970,328.44)	82.7%
EXPENDITURES BY DEPARTMENT					
		% of total		% of total	
Administration	\$ 484,562.00	9%	\$ 216,608.74	8%	\$ 267,953.26 44.7%
Legal	121,000.00	2%	40,847.40	2%	80,152.60 33.8%
Public Works	336,162.00	6%	183,122.87	7%	153,039.13 54.5%
Police	1,680,027.00	30%	975,670.47	36%	704,356.53 58.1%
Fire	686,932.00	12%	320,444.89	12%	366,487.11 46.6%
Building	237,862.00	4%	128,604.70	5%	109,257.30 54.1%
Emergency Disaster	-	0%	-	0%	- 0.0%
Solid Waste	209,250.00	4%	97,056.88	4%	112,193.12 46.4%
Legislative	18,562.00	0%	6,496.23	0%	12,065.77 35.0%
Streets/Storm Sewers	25,125.00	0%	11,226.16	0%	13,898.84 44.7%
Parks	208,024.00	4%	73,893.04	3%	134,130.96 35.5%
Beach	100,193.00	2%	43,786.96	2%	56,406.04 43.7%
Lift Stations/Sewer Service	42,975.00	1%	4,618.12	0%	38,356.88 10.7%
Contingencies	85,000.00	2%	-	0%	85,000.00 0.0%
Debt Service	495,855.00	9%	247,927.29	9%	247,927.71 50.0%
Emergency Medical Services	351,851.00	6%	174,635.07	6%	177,215.93 49.6%
Community Center	49,750.00	1%	41,898.46	2%	7,851.54 84.2%
Risk Management	106,231.00	2%	79,926.20	3%	26,304.80 75.2%
Capital	370,037.00	7%	44,234.61	2%	325,802.39 12.0%
TOTAL EXPENDITURES	\$ 5,609,398.00		\$ 2,690,998.09	\$ 2,918,399.91	48.0%
CHANGE IN FUND BALANCE					
	-		1,948,071.47	1,948,071.47	

Explanation of Variances:

Public Works - workers comp 2 of 4 payments made; debt service 1 of 2 payments made; building maintenance has major sewer repair for outside bathrooms; vehicle maint. includes repairs to the 2019 Ford. These are all timing issues.

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

Building - more activity resulting in more revenue and expenditures.

Debt Service - first of 2 payments made, next is in April

Community Center - Building maintenance: new drainage on balcony, fire sprinkler repairs, a/c piping repairs

Town of Palm Beach Shores
Disbursements - March 2022

Check #	Type	Date	Vendor	Name	Amount
3530	C	3/3/2022	29	Alphagraphics of the Palm Beaches	\$ 37.42
3531	C	3/3/2022	129	Courtney Dew	\$ 600.00
3532	C	3/3/2022	107	Davis & Associates, P.A.	\$ 11,277.60
3533	C	3/3/2022	863	Diversified Building Department Management	\$ 7,486.25
3534	C	3/3/2022	746	Essential Net Solutions	\$ 1,939.99
3535	C	3/3/2022	606	Florida Municipal Insurance Trust	\$ 429.00
3536	C	3/3/2022	715	Florida U.C. Fund	\$ 118.78
3537	C	3/3/2022	116	GateHouse West Palm Beach - Adv	\$ 309.60
3538	C	3/3/2022	89	Home Depot Credit Svcs	\$ 842.12
3539	C	3/3/2022	659	Image Janitorial Services, Inc.	\$ 2,560.00
3540	C	3/3/2022	16	Palmdale Oil Company, Inc.	\$ 1,024.84
3541	C	3/3/2022	969	Rubin Turnbull & Associates	\$ 5,000.00
3542	C	3/3/2022	907	Sandi Lue	\$ 150.00
3543	C	3/3/2022	516	Schmidt Nichols	\$ 2,098.75
3544	C	3/3/2022	484	Shred-It, c/o Stericycle, Inc.	\$ 110.51
3545	C	3/3/2022	102	VFIS - Glatfelter Ins. Group	\$ 2,569.00
3546	C	3/3/2022	290	Westside Reprographics, Inc.	\$ 612.00
3547	C	3/9/2022	26	CASH	\$ 400.00
3548	C	3/10/2022	114	Albatross Supply	\$ 4.64
3549	C	3/10/2022	823	AT&T Mobility	\$ 34.99
3550	C	3/10/2022	823	AT&T Mobility	\$ 69.98
3551	C	3/10/2022	47	Board of County Commissioners	\$ 50.00
3552	C	3/10/2022	861	BrightView Landscape Services, Inc.	\$ 7,277.08
3553	C	3/10/2022	13	City Maintenance Supply	\$ 1,530.06
3554	C	3/10/2022	52	Comcast	\$ 42.45
3555	C	3/10/2022	606	Florida Municipal Insurance Trust	\$ 11,897.00
3556	C	3/10/2022	90	Hulett Environmental Services	\$ 1,256.00
3557	C	3/10/2022	90	Hulett Environmental Services	\$ 405.00
3558	C	3/10/2022	90	Hulett Environmental Services	\$ 113.00
3559	C	3/10/2022	129	Judy Craddock	\$ 160.00
3560	C	3/10/2022	910	Lake Park Auto & Fleet Repair	\$ 109.98
3561	C	3/10/2022	917	Lancier Castro	\$ 65.25
3562	C	3/10/2022	405	Nelson Lopez	\$ 196.09
3563	C	3/10/2022	267	Northern Palm Beach County Chamber of Commerce	\$ 590.00
3564	C	3/10/2022	16	Palmdale Oil Company, Inc.	\$ 164.20
3565	C	3/10/2022	196	Performance NAPA	\$ 200.33
3566	C	3/10/2022	974	Phil Ripley	\$ 2,650.00
3567	C	3/10/2022	831	Randy's Plumbing, LLC	\$ 2,898.69
3568	C	3/10/2022	821	Robert Villagomez	\$ 77.96
3569	C	3/10/2022	365	Sherwin-Williams	\$ 138.90
3570	C	3/10/2022	494	Signs by Tomorrow	\$ 1,520.00
3571	C	3/10/2022	881	South Central Planning & Development Commission	\$ 260.42
3572	C	3/10/2022	99	Torcivia, Donlon, Goddeau and Ansay, PA	\$ 222.00
3573	C	3/10/2022	100	Toshiba Business Solutions	\$ 464.45
3574	C	3/10/2022	101	Verizon Wireless	\$ 60.28
3575	C	3/10/2022	104	Waste Management	\$ 11,825.64
3576	C	3/17/2022	737	AT&T	\$ 268.10
3577	C	3/17/2022	32	City of Riviera Beach	\$ 2,698.81
3578	C	3/17/2022	971	Elizabeth Kuechenmeister	\$ 123.84
3579	C	3/17/2022	606	Florida Municipal Insurance Trust	\$ 29,449.75
3580	C	3/17/2022	80	FL Public Utilities	\$ 391.69
3581	C	3/17/2022	722	Inlet Grove High School	\$ 500.00
3582	C	3/17/2022	858	Palm Beach County Sheriff's Office	\$ 274,729.66
3583	C	3/17/2022	375	Simmons & White, Inc.	\$ 5,573.00

Town of Palm Beach Shores
Disbursements - March 2022

Check #	Type	Date	Vendor	Name	Amount
3584	C	3/17/2022	100	Toshiba Business Solutions	\$ 220.40
3585	C	3/17/2022	101	Verizon Wireless	\$ 55.47
3586	C	3/17/2022	131	WEX BANK	\$ 489.86
3587	C	3/17/2022	131	WEX BANK	\$ 21.87
3589	C	3/24/2022	933	All Out Advertising, Inc.	\$ 900.00
3590	C	3/24/2022	47	Board of County Commissioners	\$ 8,177.56
3591	C	3/24/2022	47	Board of County Commissioners	\$ 2,011.98
3592	C	3/24/2022	48	Bug Stoppers	\$ 450.00
3593	C	3/24/2022	71	FL Power & Light	\$ 2,803.71
3594	C	3/24/2022	977	GSB	\$ 583.00
3595	C	3/24/2022	676	Guardian	\$ 605.57
3596	C	3/24/2022	535	Humana Insurance	\$ 90.10
3597	C	3/24/2022	939	McKesson Medical-Surgical	\$ 3.56
3598	C	3/24/2022	25	Palm Beach Shores Volunteer Fire Dept.	\$ 10,886.78
3599	C	3/24/2022	911	AT&T	\$ 864.88
3600	C	3/24/2022	30	Poly Systems Company	\$ 1,490.00
3601	C	3/24/2022	365	Sherwin-Williams	\$ 663.61
3602	C	3/24/2022	976	Southern Coatings Inc	\$ 1,050.88
3603	C	3/24/2022	586	The Standard Insurance Company	\$ 230.15
3604	C	3/24/2022	318	U.S. Flagpole, Inc.	\$ 1,745.00
3605	C	3/24/2022	104	Waste Management	\$ 3,074.81
3606	C	3/31/2022	951	Alan Fiers	\$ 38.57
3607	C	3/31/2022	928	End of the Line, Inc.	\$ 106.25
3608	C	3/31/2022	904	Fire Chief's Association of Palm Beach County, Inc	\$ 100.00
3609	C	3/31/2022	826	Fire Training Officers Association of PBC	\$ 100.00
3610	C	3/31/2022	95	Lowe's	\$ 347.21
3611	C	3/31/2022	16	Palmdale Oil Company, Inc.	\$ 927.96
3612	C	3/31/2022	516	Schmidt Nichols	\$ 3,252.50
3613	C	3/31/2022	115	Shoreline Pest Control	\$ 93.50
3614	C	3/31/2022	881	South Central Planning & Development Commission	\$ 260.42
3615	C	3/31/2022	978	Truist Bank	\$ 1,889.30
ADP, LLC	E	3/25/2022	697	ADP, LLC	\$ 226.50
ADP Taxes	E	3/11/2022		ADP Taxes	\$ 8,458.26
ADP Taxes	E	3/25/2022		ADP Taxes	\$ 8,036.28
ADP Wages	E	3/11/2022		ADP Wages	\$ 26,456.23
ADP Wages	E	3/25/2022		ADP Wages	\$ 25,279.34
Blue Cross Blue Shield	E	3/30/2022	127	Blue Cross Blue Shield of Florida, Inc.	\$ 12,884.01
Comp Benefits	E	3/17/2022	103	Comp Benefits	\$ 76.13
FRS	E	3/3/2022	172	FRS	\$ 13,308.57
					\$ 533,845.32

General Fund	\$ 532,845.32
Underground Utilities Fund	\$ 1,000.00
Total	\$ 533,845.32

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				-
Apr-22				-
May-22				-
Jun-22				-
Jul-22				-
Aug-22				-
Sep-22				-
YTD Total	92,056.66	34,163.57	12,666.00	138,886.23

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	March 2022	\$ 8,235.02
Total current year receipts		\$ 46,561.78

Current Year Expenditures:

\$ -

Accumulated (unspent) Discretionary Sales Tax as of 3/31/22	\$ 433,993.88
--	----------------------

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			\$ -	\$ 136,852
5/31/2022			\$ -	\$ 136,852
6/30/2022			\$ -	\$ 136,852
7/31/2022			\$ -	\$ 136,852
8/31/2022			\$ -	\$ 136,852
9/30/2022			\$ -	\$ 136,852
	\$ 265,456	\$ 128,605	\$ 136,852	

Other related revenues:

Bldg Permit State Surcharge	\$ 9,267
Fire Inspection Fees	\$ -
Reinspection Fees	\$ -
Code Enf Admin Cost Reimb	\$ -
Site Plan / Variance Fees	\$ 3,150
Land Development Costs	\$ 37,950
Town Code & Ordinance Fines	\$ -

Net Building	\$ 187,219
--------------	------------

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

Town of Palm Beach Shores
Underground Utilities
as of 3/31/22

	COST ESTIMATE	TOTAL as of 3/31/22	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	\$ 92,322.09	\$ (2,322.09)	\$ 90,000.00	\$ (10,000.00)
Construction - Viking	\$ 4,336,460	\$ 4,339,910.00	\$ (3,450.00)	\$ 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	\$ 5,590,963.83	\$ 450,943.40	\$ 6,041,907.23	\$ (41,907.23)
Net Change in Fund Balance	\$ -	\$ 409,036.17	\$ (450,943.40)	\$ (41,907.23)	\$ (41,907.23)

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

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

We expect to have similar remedial drilling on Phase 2 for AT&T (similar to Comcast) which are included.

**Town of Palm Beach Shores
Dredging Project
as of 3/31/2022**

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

**Town of Palm Beach Shores
Midyear Projections FY2022**

	Revised Budget FY2022 6.3500 mills	Actual as of 3/31/2022	Actual as a % of Budget	Budgeted Funds Remaining at 3/31/2022	Projected Final at 9/30/22 (as of 3/31/22)	Projected Budget Variance at 9/30/22	Projected as a % of Budget
REVENUE	\$ 5,661,100	\$ 4,639,070	82%	\$ 1,022,030	\$ 5,888,742	\$ 227,642	104%
(without use of fund balance)							
EXPENDITURES:							
ADMINISTRATION	\$ 484,562	\$ 216,609	45%	\$ 267,953	\$ 430,413	54,149	89%
LEGAL	\$ 121,000	\$ 40,847	34%	\$ 80,153	\$ 121,000	0	100%
PUBLIC WORKS	\$ 336,162	\$ 183,123	54%	\$ 153,039	\$ 358,122	(21,960)	107%
POLICE	\$ 1,680,027	\$ 975,670	58%	\$ 704,357	\$ 1,679,847	180	100%
FIRE	\$ 686,932	\$ 320,445	47%	\$ 366,487	\$ 686,072	860	100%
BUILDING	\$ 237,862	\$ 128,605	54%	\$ 109,257	\$ 279,927	(42,065)	118%
EMERGENCY DISASTER	\$ -	\$ -	0%	\$ -	\$ -	0	0%
SOLID WASTE	\$ 209,250	\$ 97,057	46%	\$ 112,193	\$ 208,546	704	100%
LEGISLATIVE	\$ 18,562	\$ 6,496	35%	\$ 12,066	\$ 17,442	1,120	94%
STREETS/STORM DRAINS	\$ 25,125	\$ 11,226	45%	\$ 13,899	\$ 25,120	5	100%
PARKS	\$ 208,024	\$ 73,893	36%	\$ 134,131	\$ 201,410	6,614	97%
BEACH	\$ 100,193	\$ 43,787	44%	\$ 56,406	\$ 97,592	2,601	97%
LIFT STATION/SEWER SVC	\$ 42,975	\$ 4,618	11%	\$ 38,357	\$ 42,025	950	98%
CONTINGENCIES	\$ 85,000	\$ -	0%	\$ 85,000	\$ 85,000	0	100%
DEBT SERVICE	\$ 495,855	\$ 247,927	0%	\$ 247,928	\$ 495,855	0	100%
EMS	\$ 351,851	\$ 174,635	50%	\$ 177,216	\$ 351,851	0	100%
COMMUNITY CENTER	\$ 49,750	\$ 41,898	84%	\$ 7,852	\$ 69,075	(19,325)	139%
RISK MANAGEMENT	\$ 106,231	\$ 79,926	75%	\$ 26,305	\$ 110,000	(3,769)	104%
CAPITAL	\$ 370,037	\$ 44,145	12%	\$ 325,892	\$ 217,145	152,892	59%
TOTAL EXPENDITURES	\$ 5,609,398	\$ 2,690,908	48%	\$ 2,918,490	\$ 5,476,441	\$ 132,957	98%
							<i>Favorable Variance</i>
REVENUE OVER(UNDER)							
EXPENDITURES	\$ 51,702	\$ 1,948,161			\$ (1,896,459)	\$ 412,301	\$ 360,599

** Note: The budget amounts include adopted Budget Amendment #1*

To simplify this presentation, the purchase of the new fire engine and related items are not included in the above projections.



Explanation of Budget Amendment #2

The budget amendment presented tonight appears complicated. It is simpler when broken into more manageable pieces. This is intended to walk you through each piece to better understand the whole. There are four sections attached, each color coded. The last page incorporates them into a single document.

The first section (GREEN) is the portion adjusting the budget for the new capitalization policy. Items with a value of less than \$5,000 are no longer considered capital. These adjustments were necessary so that our budget complies with that requirement. This was really a housekeeping matter. There is no change to total expenditures.

The second section (YELLOW) is the portion adding the purchase of the new fire engine to the budget. It was previously approved by the Commission. This adds that authorization in the budget.

The third section (LIGHT RED) is the portion related to increased activity in the Building Department which has resulted in more revenue and expenditures. The budget amendment increases both the revenue and the expenditures. The increases are intended to allow the projected expenditures. The actual revenue will be greater than the new budget amounts.

The fourth section (BLUE) is the portion related to using contingency. Contingency is being used to cover higher costs and more repairs than anticipated in both the Public Works and Community Center departments. It is also needed in Risk Management for increased insurance costs. Because the additional costs are covered by contingency, there is no change to total expenditures.

The fifth page incorporates all four of the previously described pieces to a single amendment. It keeps the line items color-coded for your understanding. This is the same document as Exhibit A for the budget resolution, just without the color.

Portion to Adjust Budget for New Capitalization Policy

Account Name	Account Number	Original Budget	Amendment #2	Final Budget	Brief Explanation
REVENUE & OTHER FINANCING SOURCES					
TOTAL REVENUE & OTHER FINANCING SOURCES		\$ 5,609,398	\$ -	\$ 5,609,398	
EXPENDITURES					
PUBLIC WORKS					
Maintenance - buildings	001-04-519-04620	9,000	3,000	12,000	paint TH
FIRE					
Maintenance - buildings	001-06-522-04620	-	3,000	3,000	paint public safety bldg
Uniforms	001-06-522-05240	15,000	15,000	30,000	turnout gear
Equipment purchased with donations	001-06-522-09900	-	6,000	6,000	rescue boards
STREETS					
Storm Drain Maintenance	001-12-541-05320	3,000	3,900	6,900	drain grates/basins
PARKS					
Small equipment	001-13-572-04670	500	9,000	9,500	4 concrete benches
BEACH					
Small equipment	001-14-575-04670	200	14,000	14,200	9 concrete trash cans
CAPITAL					
PW - Building	001-23-522-06200	6,000	(6,000)	-	paint TH
Fire - Equipment	001-23-522-06400	35,500	(15,000)	20,500	turnout gear
Fire - capital purchased w donations	001-23-522-06401	67,992	(6,000)	61,992	rescue boards
Streets - other than building	001-23-541-06300	63,900	(3,900)	60,000	st drain grates/basins
Parks - Equipment	001-23-572-06400	9,000	(9,000)	-	4 concrete benches
Beach - Equipment	001-23-575-06400	14,000	(14,000)	-	9 concrete trash cans
TOTAL EXPENDITURES		\$ 5,609,398	\$ -	\$ 5,609,398	

Explanations for amendment:

Restating original budget items to comply with the new capitalization threshold. (moving item less than \$5,000 out of capital)

Portion for Purchase of New Fire Engine

Account Name	Account Number	Original Budget	Amendment #2	Final Budget	Brief Explanation
REVENUE & OTHER FINANCING SOURCES					
OTHER FINANCING SOURCES					
Sale of Surplus Equipment	001-00-000-36410	-	100,000	100,000	proceeds - old engine
Appropriation of Fund Balance Restricted	001-00-000-38110	(256,466)	270,423	13,957	bequest/donations
Lease Proceeds	001-00-000-38300	-	106,316	106,316	financing - new engine
TOTAL OTHER FINANCING SOURCES			476,739		
TOTAL REVENUE & OTHER FINANCING SOURCES		\$ 5,609,398	\$ 476,739	\$ 6,086,137	
EXPENDITURES					
FIRE					
Tires & batteries	001-06-522-05220	7,000	(1,214)	5,786	for new engine
CAPITAL					
Fire - Vehicle	001-23-522-06450	-	477,953	477,953	new fire engine
TOTAL EXPENDITURES		\$ 5,609,398	\$ 476,739	\$ 6,086,137	

Explanations for amendment:

Budget for the purchase of the new fire engine, including lease proceeds, use of restricted fund balance from Fanning Bequest and other donations, anticipated proceeds from sale of old engine, and portion from existing fire department budget.

Note: \$22,047.16 of Fire Impact Fees will be used for the balance of the new fire engine. This covers equipment on the truck that was not available on the old truck.

Purchase of new fire engine	
General fund	477,953
Fire Impact Fee Fund	22,047
Total	500,000

Portion related to increased activity in the Building Department

Account Name	Account Number	Original Budget	Amendment #2	Final Budget	Brief Explanation
REVENUE & OTHER FINANCING SOURCES					
REVENUE					
Building Permit Fees	001-00-000-32200	160,000	22,100	182,100	more bldg fees & exp
Land Development Fees	001-00-000-34930	15,000	20,000	35,000	more bldg fees & exp
TOTAL REVENUE & OTHER FINANCING SOURCES		\$ 5,609,398	\$ 42,100	\$ 5,651,498	
EXPENDITURES					
BUILDING DEPARTMENT					
Salaries - regular	001-07-524-01200	56,469	4,546	61,015	
Building Official	001-07-527-03101	69,132	12,554	81,686	more bldg fees & exp
Reimbursed Development Costs	001-07-524-03300	25,000	20,000	45,000	more bldg fees & exp
Building Permit Surcharge Fee	001-07-524-04912	3,000	5,000	126,686	more bldg fees & exp
TOTAL EXPENDITURES		\$ 5,609,398	\$ 42,100	\$ 5,651,498	

Explanations for amendment:

Additional building department activity resulting in more revenue and expenditures.

Portion related to using Contingency

Account Name	Account Number	Original Budget	Amendment #2	Final Budget	Brief Explanation
REVENUE & OTHER FINANCING SOURCES					
TOTAL REVENUE & OTHER FINANCING SOURCES		\$ 5,609,398	\$ -	\$ 5,609,398	
EXPENDITURES					
PUBLIC WORKS					
Salaries - overtime	001-04-519-01400	4,000	5,000	9,000	
Maintenance - buildings	001-04-519-04620	9,000	7,000	16,000	unanticipated repairs
Small equipment	001-04-519-04670	200	3,500	3,700	trailer
Fuel	001-04-519-0	4,000	3,500	7,500	increased costs
			19,000		
CONTINGENCY					
Contingency	001-17-581-0000	85,000	(42,325)	42,675	
COMMUNITY CENTER					
Building Maintenance	001-21-572-04620	11,000	17,325	28,325	more repairs
Janitorial supplies	001-21-572-05205	5,000	2,000	7,000	higher costs
			19,325		
RISK MANAGEMENT					
Insurance	001-22-519-04500	106,231	4,000	110,231	incr flood ins & py w/c
TOTAL EXPENDITURES		\$ 5,609,398	\$ -	\$ 5,609,398	

Explanations for amendment:

Use of contingency to cover more repairs and higher costs in Public Works and at the Community Center and to cover increase costs in insurance.

Account Name	Account Number	Original Budget	Amendment #2	Final Budget	Brief Explanation
REVENUE & OTHER FINANCING SOURCES					
REVENUE					
Building Permit Fees	001-00-000-32200	160,000	22,100	182,100	more bldg fees & exp
Land Development Fees	001-00-000-34930	15,000	20,000	35,000	more bldg fees & exp
TOTAL REVENUE			42,100		
OTHER FINANCING SOURCES					
Sale of Surplus Equipment	001-00-000-36410	-	100,000	100,000	proceeds - old engine
Appropriation of Fund Balance Restricted	001-00-000-38110	(256,466)	270,423	13,957	bequest/donations
Lease Proceeds	001-00-000-38300	-	106,316	106,316	financing - new engine
TOTAL OTHER FINANCING SOURCES			476,739		
TOTAL REVENUE & OTHER FINANCING SOURCES		\$ 5,609,398	\$ 518,839	\$ 6,128,237	
EXPENDITURES					
PUBLIC WORKS					
Salaries - overtime	001-04-519-01400	4,000	5,000	9,000	
Maintenance - buildings	001-04-519-04620	9,000	3,000		paint TH
Maintenance - buildings	001-04-519-04620		7,000	19,000	unanticipated repairs
Small equipment	001-04-519-04670	200	3,500	3,700	trailer
Fuel	001-04-519-0	4,000	3,500	7,500	increased costs
FIRE					
Maintenance - buildings	001-06-522-04620	-	3,000	3,000	paint public safety bldg
Tires & batteries	001-06-522-05220	7,000	(1,214)	5,786	for new engine
Uniforms	001-06-522-05240	15,000	15,000	30,000	turnout gear
Equipment purchased with donations	001-06-522-09900	-	6,000	6,000	rescue boards
BUILDING DEPARTMENT					
Salaries - regular	001-07-524-01200	56,469	4,546	61,015	
Building Official	001-07-527-03101	69,132	12,554	81,686	more bldg fees & exp
Reimbursed Development Costs	001-07-524-03300	25,000	20,000	45,000	more bldg fees & exp
Building Permit Surcharge Fee	001-07-524-04912	3,000	5,000	8,000	more bldg fees & exp
STREETS					
Storm Drain Maintenance	001-12-541-05320	3,000	3,900	6,900	drain grates/basins
PARKS					
Small equipment	001-13-572-04670	500	9,000	9,500	4 concrete benches
BEACH					
Small equipment	001-14-575-04670	200	14,000	14,200	9 concrete trash cans
CONTINGENCY					
Contingency	001-17-581-0000	85,000	(42,325)	42,675	
COMMUNITY CENTER					
Building Maintenance	001-21-572-04620	11,000	17,325	28,325	unanticipated repairs
Janitorial supplies	001-21-572-05205	5,000	2,000	7,000	higher costs
RISK MANAGEMENT					
Insurance	001-22-519-04500	106,231	4,000	110,231	incr flood ins & py w/c
CAPITAL					
PW - Building	001-23-522-06200	6,000	(6,000)	-	paint TH
Fire - Equipment	001-23-522-06400	35,500	(15,000)	20,500	turnout gear
Fire - Vehicle	001-23-522-06450	-	477,953	477,953	new fire engine
Fire - capital purchased w donations	001-23-522-06401	67,992	(6,000)	61,992	rescue boards
Streets - other than building	001-23-541-06300	63,900	(3,900)	60,000	drain grates/basins
Parks - Equipment	001-23-572-06400	9,000	(9,000)	-	4 concrete benches
Beach - Equipment	001-23-575-06400	14,000	(14,000)	-	9 concrete trash cans
TOTAL EXPENDITURES		\$ 5,609,398	\$ 518,839	\$ 6,128,237	

Explanations for amendment:

Additional building department activity resulting in more revenue and expenditures.

Budget for the purchase of the new fire engine, including lease proceeds, use of restricted fund balance from Fanning Bequest and other donations, anticipated proceeds from sale of old engine, and portion from existing fire department budget.

Restating original budget items to comply with the new capitalization threshold. (moving item less than \$5,000 out of capital)

Use of contingency to cover more repairs and higher costs in Public Works and at the Community Center and to cover increase costs in insurance.

Note: \$22,047.16 of Fire Impact Fees will be used for the balance of the new fire engine. This covers equipment on the truck that was not available on the old truck.

PALM BEACH COUNTY
SHERIFF'S OFFICE

RIC L. BRADSHAW, SHERIFF



April 2022 Commission report with stats from March

Arrests/Detentions

Deputies responded to a home regarding to a person who may have been in need of mental health attention, an investigation was conducted and the subject was brought to the hospital under the statute for Baker act to assist the person with the help that was needed.

Deputies observed what appeared to be an argument between two persons in the towns beach parking lot. An investigation ensued culminating with one individual being arrested for; resisting arrest without violence, carrying a concealed firearm which had one round in the chamber. The subject also had an out of state warrant for his arrest, in an addition he had an invalid driver's license and no motorcycle endorsement. The motorcycle was not properly registered and he was parked in the lot without a town permit. Additional citations were issued.

Miscellaneous

The St. Patrick's day parade was held for the first time since COVID19, I believe it was a great success and enjoyed by all. A great deal of teamwork went into this and in all the towns events, our civic organizations continue to be the life blood of our town.

Attached are the statistics for the month compiled by our analyst.

Sergeant Steven Langevin

Commander PBSO District 20/ Town of Palm Beach Shores.

04-21-2022



March - 2022 - Monthly Strategic Report

CAD Calls	Monthly Totals
Business / Residence Checks (Self-Initiated)	4183
Traffic Stops (Self-Initiated)	26
Calls for Service (Excluding 1050's & 1061's)	235
All CAD Calls - Total	4444

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 4444 generated calls within the district. 95% of these calls were self-initiated.

Data below represents Traffic Activity conducted by D20 Deputies

Data Source: D20 Office Staff

Total Citations	Total Warnings	Parking Citations
1	25	3

Arrest and NTA Statistics

Arrest Data
Arrests & Notice to Appear (NTA) within District 20
Total Count - 1

Data Source: CADS/Premier 1

RPT #	SIGNAL	NEIGHBORHOOD	COMMONPLACE	LOCATION
22042168	0		COMMUNITY CENTER	90 EDWARDS LN

DATA ANALYSIS

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

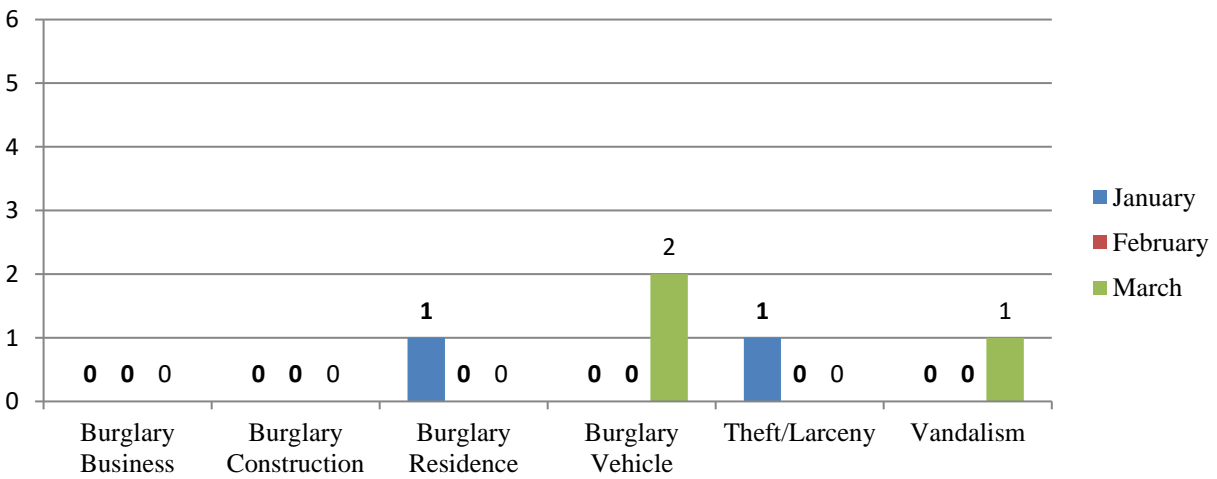
D20 Monthly Stats Homicide, Robbery, Sexual Assault, Shooting, Stabbing

Data Source: CADS/P1

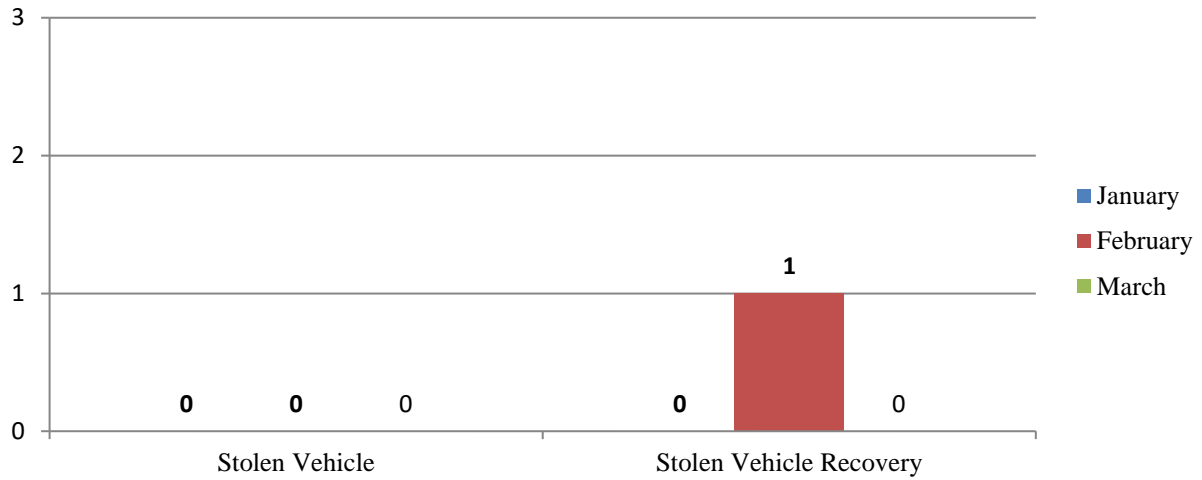


D20 Monthly Stats Burglaries, Theft & Vandalism

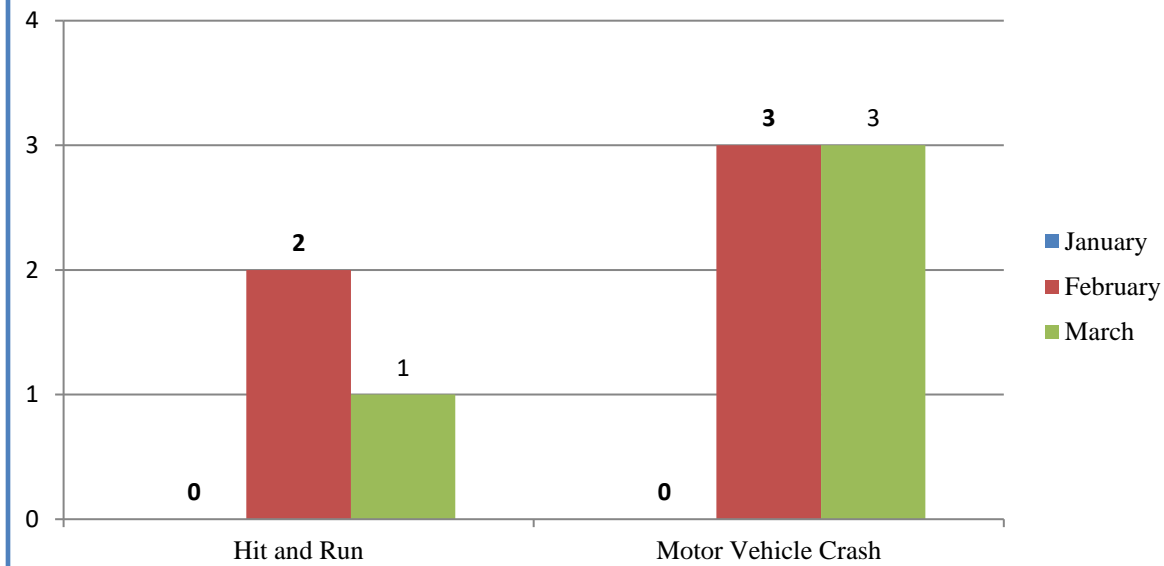
Data Source: CADS/P1



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



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



District 20 Map of Activity

Data: Source: CrimeView Dashboard



FIR MAP

4 Records Plotted in CrimeView Dashboard.



(4) Conducted per the FIR Track system.

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

Palm Beach County Sheriff's Office
Incident Search

Incident	Type	Incident Type Description	Date	Beat	Location	Source	Unit	Officer
202200206441	0	0 - Armed / Concealed Weapons Violations	03/03/2022 09:25:53	20-11		Self Initiate	3S2	8304

1 Record(s)

Priority	Report
1	22042168

Incident	Type	Incident Type Description	Date	Beat	Location	Source	Unit	Officer	Priority	Report
202200279477	1050	1050 - Vehicle Stop	03/25/2022 11:22:55	20-11	Cascade Ln / Lake Dr	Self Initiate	20A11	8756	2	
202200262618	1061	1061 - Business / Residence Check	03/20/2022 11:55:15	20-11	90 Edwards Ln	Mdt	20A11	36151	5	

2 Record(s)



Palm Beach County Sheriff's Office

Incident Search

Total Incidents Listed

2



Palm Beach County Sheriff's Office
Incident Search

Incident	Type	Incident Type Description	Date	Beat	Location	Source	Unit	Officer	Priority	Report
202200300295	1050	1050 - Vehicle Stop	03/31/2022 20:34:35	20-11	Blossom Ln / Lake Dr	Self Initiate	20B11	36146	9	
202200295510	1050	1050 - Vehicle Stop	03/30/2022 12:51:07	20-11	Bamboo Rd / Lake Dr	Self Initiate	20A12	8756	2	
202200295445	1050	1050 - Vehicle Stop	03/30/2022 12:36:47	20-11	Sandal Ln / Lake Dr	Self Initiate	20A12	8756	2	
202200293775	1050	1050 - Vehicle Stop	03/30/2022 02:18:40	20-11	Linda Ln / Lake Dr	Self Initiate	20B12	24636	2	
202200287764	1050	1050 - Vehicle Stop	03/28/2022 09:24:39	20-11	Lake Dr / Edwards Ln	Self Initiate	20A12	6497	2	
202200281297	1050	1050 - Vehicle Stop	03/25/2022 23:18:35	20-11	Approx Loc: 381 Claremont Ln	Mdt	20B12	28990	2	
202200279398	1050	1050 - Vehicle Stop	03/25/2022 11:02:28	20-11	Lake Dr / Blossom Ln	Self Initiate	20A11	8756	2	
202200273391	1050	1050 - Vehicle Stop	03/23/2022 18:36:37	20-11	Ocean Ave / Inlet Way	Self Initiate	20B12	24636	9	
202200255413	1050	1050 - Vehicle Stop	03/17/2022 23:38:20	20-11	Approx Loc: 104 Tacoma Ln	Mdt	20B11	28990	2	
202200242697	1050	1050 - Vehicle Stop	03/14/2022 07:50:07	20-11	Tacoma Ln / Ocean Ave	Self Initiate	20A12	6497	2	
202200234794	1050	1050 - Vehicle Stop	03/11/2022 11:55:17	20-11	Lake Dr / Edwards Ln	Self Initiate	20A11	8756	2	
202200233945	1050	1050 - Vehicle Stop	03/11/2022 08:06:37	20-11	Edwards Ln / Lake Dr	Self Initiate	20A11	8756	2	
202200232367	1050	1050 - Vehicle Stop	03/10/2022 19:08:10	20-11	Approx Loc: 106 Cascade Ln	Mdt	20B12	28990	2	
202200221331	1050	1050 - Vehicle Stop	03/07/2022 21:46:52	20-11	Lake Dr / Bamboo Rd	Self Initiate	20B11	36146	2	
202200207425	1050	1050 - Vehicle Stop	03/03/2022 14:15:44	20-11	Lake Dr / Cascade Ln	Self Initiate	20A11	8756	2	
202200206094	1050	1050 - Vehicle Stop	03/03/2022 07:59:21	20-11	Bamboo Rd / Park Ave	Self Initiate	20A12	8235	2	
202200200685	1050	1050 - Vehicle Stop	03/01/2022 18:59:41	20-11	Approx Loc: 200 Edwards Ln	Mdt	20B12	28990	2	

17 Record(s)



Palm Beach County Sheriff's Office

Incident Search

Total Incidents Listed

17

Incident	Type	Incident Type Description	Date	Beat	Location	Source	Unit	Officer	Priority	Report
202200298945	1050	1050 - Vehicle Stop	03/31/2022 12:24:16	20-11	Zephyr Apartments (220 Inlet Way), Apt: 1	Self Initiate	20A12	8756	2	
202200298890	1050	1050 - Vehicle Stop	03/31/2022 12:06:49	20-11	333 Inlet Way	Self Initiate	20A12	8756	2	
202200279477	1050	1050 - Vehicle Stop	03/25/2022 11:22:55	20-11	Cascade Ln / Lake Dr	Self Initiate	20A11	8756	2	
202200279440	1050	1050 - Vehicle Stop	03/25/2022 11:11:25	20-11	Bamboo Rd / Lake Dr	Self Initiate	20A11	8756	2	
202200279336	1050	1050 - Vehicle Stop	03/25/2022 10:42:11	20-11	Bamboo Rd / Lake Dr	Self Initiate	20A11	8756	2	
202200249716	1050	1050 - Vehicle Stop	03/16/2022 09:03:15	20-11	Edwards Ln / Lake Dr	Self Initiate	20A11	8756	2	
202200242697	1050	1050 - Vehicle Stop	03/14/2022 07:50:07	20-11	Tacoma Ln / Ocean Ave	Self Initiate	20A12	6497	2	
202200234291	1050	1050 - Vehicle Stop	03/11/2022 09:35:11	20-11	Cascade Ln / Lake Dr	Self Initiate	20A11	8756	2	
202200233902	1050	1050 - Vehicle Stop	03/11/2022 07:54:56	20-11	Cascade Ln / Lake Dr	Self Initiate	20A11	8756	2	

9 Record(s)



Palm Beach County Sheriff's Office

Incident Search

Total Incidents Listed

9



MONTHLY ACTIVITIES REPORT TO THE TOWN COMMISSION
TOWN OF PALM BEACH SHORES
DEPARTMENT OF EMERGENCY SERVICES
23 March 2022 – 20 April 2022

TO: Mayor Alan Fiers
Town Commissioners

FROM: Trevor L. Steedman, Fire Chief

DATE: 20 April 2022

OPERATIONS

FIRE DEPARTMENT

COMMUNITY RISK REDUCTION (CRR) INITIATIVES

- Hydrant Inspection Program (Monthly)
 - All hydrants are in service at the time of this report
- 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 March 2022 – 20 April 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 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 – Dates TBD – Location: Greenacres Fire Rescue – No Cost to PBSFD

FLEET DEPLOYMENT & MAINTENANCE

- E80 (Pierce Contender) Decommissioned on 19 April 2022
- FA80 Primary suppression apparatus



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

23 March 2022 – 20 April 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). The Federal facial covering mandate remains in effect for public transit resources and facilities. 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



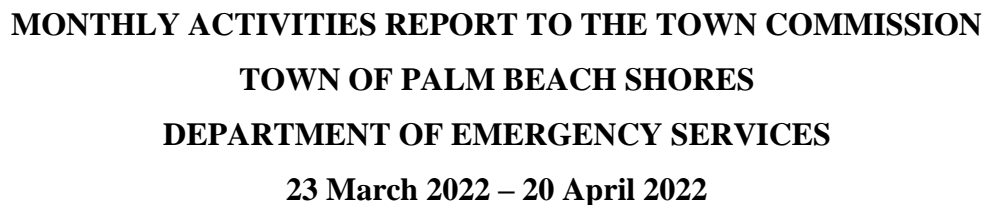
MONTHLY ACTIVITIES REPORT TO THE TOWN COMMISSION

TOWN OF PALM BEACH SHORES

DEPARTMENT OF EMERGENCY SERVICES

23 March 2022 – 20 April 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) – St. Patrick's Day Parade (12 March 2022)**
 - 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	39
		Fire-Related: 07 EMS-Related: 32
	LAST REPORTING PERIOD	39
		Fire-Related: 08 EMS-Related: 31
	PERCENTAGE OF INCREASE / DECREASE	Total: Unchanged Fire - Related: -12.5 % EMS - Related: + 3.2 %

Formal Training & Continuing Education Summary

FORMAL TRAINING & DRILLS	DATE	TIME	LOCATION	TYPE			NATURE	STAFFING	NOTES
				FIRE	RESCUE	EMS			
	29 Mar 2022	1830	Phil Foster Park		X	X	Water Awareness & Survival	22	Hands-On
	12 Apr 2022	1815	Phil Foster Park		X	X	Water Rescue - Contact	21	Hands-On
	19 Apr 2022	1815	Phil Foster Park		X	X	Water Rescue - Surface	24	Hands-On
Formal Training Drills – 03									
Personnel Participation – 67									
Personnel Training Hours – 167.5									



Public Works Department

Monthly Status Report

April 2022

Community Center:

1. Receiving quotes to replace the 2nd floor east balcony awning.
2. Scheduling to repair exhaust vent metal duct in the ceiling of the 2nd floor kitchen due to roof leak causing the metal duct to rust and creating a breakdown with the exhaust vent performance. This project will be performed by an outside contractor. Public Works completed the repairs on Monday, April 11, 2022, with a cost savings of \$2,500.00 for the repairs.
3. Scheduling to paint the first-floor deck to complete the exterior painting of the building. This task is challenging due to event scheduling of the facility. This project will be performed by Public Works Staff. The Paint Project start date was Thursday, April 20, 2022, the first coat of paint was applied. Waiting for more paint product to be delivered for second coat to be applied. This project had a cost savings of \$8,000.00.
4. Scheduling Restaurant and Kitchen Planners to discuss 2nd floor kitchen remodel.
5. The projects listed is funded through the approved general and capital budget.

Grounds & Parks:

1. Scheduling to order new Park Benches for Inlet Park and the Parkway. The manufacturers are starting to produce more products for shipping due to new COVID guidelines in place.
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.
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 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. This project is ongoing due to weather and other project delays.
2. Scheduling to replace the storm grates and concrete aprons along Lake Drive and Inlet Way. The grates are on order waiting for their arrival to install. Public Works will perform the work. Still in progress. The total of 5 each storm grates have been installed on Wednesday, April 20, 2022.
3. 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 Bamboo Road in the 300 block was applied on Monday, April 11, 2022. The total of 30 bags of DOT approved asphalt patch was applied.
4. Scheduling to install the street storm drain swales on the corner of Edwards Lane and Lake Drive. This project is scheduled for Tuesday, April 26, 2022.
5. The projects listed is funded through the approved general and capital 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 April 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 Beach Bathroom Building, Public Works will be applying the roof coating. This project was completed on Friday, February 25, 2022. This process will prolong the roof integrity 8-10 years.
2. The Exterior Paint Project of the Town Hall, Police, and Fire Bay, still in progress, The Town hall is $\frac{3}{4}$ completed as of March 23, 2022. Estimated completion date weather permitting on Tuesday, April 5, 2022. The completion date was Wednesday, April 6, 2022. A total of 9 days to complete the project of Town Hall. The Police and Fire Bay Building will be scheduled immediately following the completion and inspection of the Town Hall. The Police and Fire Bay Building paint project will be scheduled when the street swales are completed due to Hurricane season approaching.
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: Receiving Estimates / Contractor.**
2. **Community Center Replace 2nd floor east balcony awning: Receiving Estimates / 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: **Receiving Quotes and availability / Contractor.**
6. Inlet Park, Beach replace concrete benches: **Receiving Quotes and availability / 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, April 19, 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.

TOWN CLERK REPORT
March 2022
April 25 ,2022 Commission Meeting

TASKS	STATUS
Upcoming Meetings and Important Dates	<ul style="list-style-type: none"> ➤ P&Z Meeting April 27, 2022 ➤ Commission Workshop May 9, 2022, ➤ Commission Meeting May 23,2022.
Building Department Updates	<p>March 2022:</p> <ul style="list-style-type: none"> • Total Permits issued: 26 • Total Permit Fees Paid: \$280,006.27 (Ikon projects) <p>Reminder: Working without a permit with result in a stop work order and a charge of 4 times the permit fee. Unsure if you need a permit, call the Building Department and we'll be glad to help you.</p>
Code Compliance	<p><u>The following is a count of properties that had Code Enforcement violations from March 25, 2022 – April 20, 2022</u></p> <p><u>Code Violation: Sec. 38-9. – Collections times; notice.</u></p> <p><u>Yard debris, bulk and trash/garbage being placed out for pickup days before the scheduled pickup date.</u> 1 Closed. 0 Open.</p> <p><u>Code Violation: Sec. 18-329. – Property Maintenance.</u></p> <p>2 Closed. 0 Open.</p> <p><u>Code Violation: Sec. 14-106. Florida Building Code (Structural Engineering Report for the condition of the building)</u></p> <p>1 Closed. 2 Open. 115 Inlet Way; 101 Edwards Ln</p> <p><u>Code Violation: Sec. 14-106. Florida Building Code (Work without a permit)</u></p> <p>6 Closed. 1 Open. 115 Inlet Way</p> <p><u>Code Violation: Sec. 42-41. Noise Disturbances.</u></p> <p>0 Closed. 1 Open. 218 Cascade Lane</p> <p><u>Code Violation: Sec. 70-82. – Boat trailer in driveway/parking lot.</u></p> <p>0 Closed. 1 Open. 107 Claremont Lane</p> <p><u>Code Violation: Sec. 18-24. Transfer of Business Tax Receipt/ Certificate of Use</u></p> <p>0 Closed 3 Open 115 Inlet Way; 101 Cascade Lane; 100 Blossom Lane</p> <p><u>Code Violation: Sec 70-75. Prohibited vehicle</u></p> <p>0 Closed 1 Open. 101 Cascade Lane</p> <p><u>Code Violation: Sec 70-76 RV permitted.</u></p> <p>1 Closed. 0 Open.</p> <p><u>Code Violation: Sec 58-53 Temporary Signage</u></p> <p>2 Closed 1 Open 101 Edwards Lane</p> <p><u>Code Violation: Sec 78-75. Sight Line Triangle:</u></p> <p>1 Closed 0 Open</p> <p><u>Code Violation: Pf.5.13. Off-street parking:</u></p> <p>0 Closed 1 Open 218 Cascade Lane</p> <p><u>Total Amount of Cases created that are closed from 3/25/22 – 4/20/2022:</u></p> <p>14</p> <p><u>Total Amount of Cases created that are still open from 3/25/22 – 4/20/2022:</u></p> <p>11</p> <p><u>Total count of Cases 3/25/22 – 4/20/2022</u></p> <p>25</p> <p><u>Notice of Violation Sent:</u></p> <p>218 Cascade Lane – Noise nuisance</p> <p><u>Special Magistrate</u></p> <p>218 Cascade Lane – Parking on the grass (Scheduled for June 15, 2022)</p>
TOWN HALL	<ul style="list-style-type: none"> • Town Hall is open 8:30 am to 4:30 pm; However, we must limit customers to 1 at a time. Thank you for helping all of us to stay safe and healthy. • All meetings will continue to be offered virtually via WebEx (see Town's website: www.palmbeachshoresfl.us for information on all meetings).

**TOWN OF PALM BEACH SHORES
LAWN MAINTENANCE CONTRACT
ADDENDUM NO. 2**

THIS ADDENDUM NO. 2 is made and entered into this ____ day of _____, 2022, between The Town of Palm Beach Shores, a municipal corporation incorporated in the State of Florida, with offices located at 247 Edwards Lane, Palm Beach Shores, Florida 33404, hereinafter referred to as the "TOWN" and BrightView Landscape Services, Inc., with offices located at 980 Jolly Road, Suite 300, Blue Bell, Pennsylvania 19422, hereinafter referred to as the "CONTRACTOR."

WITNESSETH

The CONTRACTOR, who was originally awarded the contract for the **TOWN'S Lawn Maintenance Services** in accordance with the TOWN'S bid documents and all related and associated documents and specifications therefor, and who has successfully performed the scope of services contemplated thereby; and the TOWN, which is satisfied with the CONTRACTOR'S performance thereunder; together now desire to extend and amend the CONTRACT in accordance with the terms and conditions of this Addendum No. 2 as follows:

Section 1: The CONTRACTOR and the TOWN hereby mutually agree, in accordance with the terms and conditions in the Contract, to enter into a three-year extension commencing November 1, 2022 and terminating on October 31, 2025. Pursuant to the bid documents, no additional extensions are permitted.

Section 2: The CONTRACTOR further agrees to accept, and the TOWN agrees to pay, as full compensation for the satisfactory performance of this Addendum No. 2 the sum of Eighty-Nine Thousand Nine Hundred Forty-Four Dollars and Seventy-One Cents (\$89,944.71) per year for each of the three (3) years of this Addendum No. 2 subject to a three percent (3%) YOY price increase in year two and again in year three.

Section 3: The CONTRACTOR and the TOWN further agree that each and every other condition, requirement, and provision of the original Contract, as amended by Addendum No. 1 shall remain in full force and effect throughout the full three-year term of this Addendum No. 2.

Section 4: This Addendum No. 2 shall be attached to the current Contract and shall become a part thereof.

IN WITNESS WHEREOF, the CONTRACTOR and the TOWN have signed and executed this Addendum No. 2 with an effective date as noted above.

ATTEST:
Jude Goudreau, Town Clerk

TOWN:
Town of Palm Beach Shores

By: _____

By: _____
Alan D. Fiers, Mayor

(Seal)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

Keith W. Davis, Town Attorney

By: _____

WITNESSES:

Witness

Witness

CONTRACTOR:
BrightView Landscape Services, Inc.

By: _____
Jeff Herold, President



Memorandum

Re: Tree Trimming 5-year Quotes

Please review the attached requested Tree Trimming 5-year Quotes. I recommend Jason's Arborcare Services for the Towns Tree Trimming Contract.

The cost is in reason at \$50,880.00 per year and no additional increase for the entire 5-year term. All the perspective contractors can schedule the first tree trimming in May 2022.

Thank you,

Alan Welch

Proposal for Extra Work at Town of Palm Beach Shores

Property Name	Town of Palm Beach Shores	Contact	Allen Welch
Property Address	247 Edwards Lane Palm Beach Shores, FL 33404	To	Town of Palm Beach Shores
		Billing Address	247 Edwards Ln Palm Beach Shores, FL 33404

Project Name Town of Palm Beach Shores- 5 Year Tree Trimming Contract

Project Description See detailed line items and terms for 5 year tree trimming contract.

Scope of Work

Notes:

This is a 5 year contract. Signing this proposal secures this agreement for BrightView Landscape Services and The Town of Palm Beach Shores for 5 years. Shall the relationship terminate with BrightView before 5 years from signing date this contract will terminate as well.

There is no scope for Easement Trees.

Increase Clause-

- Year 1- 2022: Priced per proposal
- Year 2- 2023: Priced per proposal
- Year 3- 2024: 2% increase for each line in proposal selected for that year
- Year 4- 2025: 2% increase for each line in proposal selected for that year
- Year 5- 2026: 2% increase for each line in proposal selected for that year

Please initial acknowledgement of these terms: _____

QTY	UoM/Size	Material/Description	Unit Price	Total
Spec Sheet Request #1			Subtotal	\$29,397.59
2.00	EACH	Trim all 122 Coconut Palm Trees located in Inlet Park, Beach Park, and The Parkway PER MAP and LIST (2 times per year) ***PRICE DOES NOT INCLUDE EASEMENT PALMS***	\$14,698.80	\$29,397.59
Spec Sheet Request #2- Mixed Palms			Subtotal	\$6,060.24
1.00	EACH	Trim all 130 mixed palms PER MAP and LIST (1 time per year) ***PRICE DOES NOT INCLUDE COCONUT PALMS***	\$6,060.24	\$6,060.24
Spec Sheet Request #2- Hardwoods			Subtotal	\$8,993.97
1.00	EACH	Trim all 54 Hardwoods PER MAP and LIST (1 time per year) ***PRICE DOES NOT INCLUDE ANY PALMS***	\$8,993.97	\$8,993.97
Spec Sheet Request #2- Large Banyan and Ficus on Parkway			Subtotal	\$7,228.91
1.00	EACH	Trim all 3 LargeHardwoods PER MAP and LIST (1 time every 3 years) ***PRICE DOES NOT INCLUDE ANY PALMS***	\$7,228.91	\$7,228.91

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
13710 Okeechobee Blvd, Palm Beach, FL 33470 ph. (561) 784-3450 fax (561) 784-3795

Proposal for Extra Work at Town of Palm Beach Shores

For internal use only

SO# 7782902
JOB# 353000218
Service Line 300

Total Price \$51,680.71

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
13710 Okeechobee Blvd, Palm Beach, FL 33470 ph. (561) 784-3450 fax (561) 784-3795

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God as defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. **Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
10. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
11. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
12. **Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
13. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

14. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

15. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense.
16. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Manager

Signature

Title

Allen Welch

April 08, 2022

Printed Name

Date

BrightView Landscape Services, Inc. "BrightView"

Account Manager, Senior

Signature

Title

Katherine Guy

April 08, 2022

Printed Name

Date

Job #: 353000218

Proposed Price: \$51,680.71

SO #: 7782902

Exclusions And Qualifications

Personnel/ Working Hours	<ul style="list-style-type: none">• This Proposal is based upon personnel working normal daytime hours, 8 hour work day, 40 hour work week. Proposal excludes working in an ineffective manner (rain, unsafe working conditions, etc.)• BrightView is an open shop contractor, non-signatory to any labor agreements.• This Proposal is based on non-prevailing wage and non-union labor rates.• This proposal is based on performing the work in one continuous operation and includes one mobilization of equipment, tools and resources to and from site.
Utilities, Traffic Control, and Permitting	<ul style="list-style-type: none">• BrightView excludes any permits or applicable fees in this proposal. Permits and fees, if required, are to be supplied and paid for by others including street closure and traffic control plans.• Permanent or temporary Water meter fees, permits, installation and cost for water not included in proposal.• BrightView Landscape Maintenance, Inc. is not responsible for underground or overhead utilities or their re-routing.• BrightView is not responsible for unmarked private utilities.• A minimum of (48) hour notice prior to mobilization must be provided for proper underground utility marking, etc. in public areas.• The owner shall be responsible for identifying and marking all underground utilities within in the work site.• BrightView shall accept no responsibility for damage to any unmarked underground utilities.
Scope of Work/ Project Specifications	<ul style="list-style-type: none">• No import or export soils are provided for in this proposal except as noted in the scope of work. All planting spoils to be used on-site.• Equipment access roads and level crane pads are to be provided at the time of installation and approved by BrightView prior to mobilization.• Any and all concrete or asphalt cutting, demolition, removal and replacement to be performed by others.• Hardscape, electrical, surveying, metal work or waterproofing or any other scope not specified in this proposal are excluded.• No demolition work is provided for in this proposal except as noted in the scope of work.• BrightView will receive the site clean and free of weeds and construction debris and in finish graded condition (plus or minus 1/10th foot)• Site is to be readily accessible by smooth bucket skip loader, forklift, and workmen with hand tools, semi-truck and trailer.• Cutting, patching or penetration of planter walls is excluded. Coring of structures has not been included. All necessary penetrations into existing planters, sealing of these penetrations, etc. to be by others.• Waterproofing, protection boards, and topping slabs shall be completed, in place and tested by others prior to mobilization.• Specified plant materials are subject to availability at the time of construction.
Irrigation	<ul style="list-style-type: none">• BrightView shall be given sufficient notice to place irrigation sleeves prior to paving, curbing or wall footings being poured.• No hardscape (asphalt, concrete, etc.) cutting for purposes of installing irrigation piping, wires, etc. is provided in this proposal.• Irrigation to be taken from provided point of connection. Water meter installation excluded.• Irrigation to be installed per plan. Any necessary irrigation modifications to be billed at time and materials.• Power (110v) P.O.C. for irrigation controller will be provided by the others.• BrightView will warranty the irrigation system, with regards to material and workmanship for (90) days post-installation.
Warranty	<ul style="list-style-type: none">• BrightView shall Warranty all shrubs, ground cover and vines for a period of (90) days. Specimen trees for a period of one (1) year.• Warranty does not extend beyond the natural life cycle of the plant material. (E.G. annual color, perennials, biennials, etc.)

Proposal for Extra Work at Town of Palm Beach Shores

Property Name	Town of Palm Beach Shores	Contact	Allen Welch
Property Address	247 Edwards Lane Palm Beach Shores, FL 33404	To	Town of Palm Beach Shores
		Billing Address	247 Edwards Ln Palm Beach Shores, FL 33404

Project Name	Town of Palm Beach Shores- 5 Year Tree Trimming Contract
Project Description	See detailed line items and terms for 5 year tree trimming contract.

Scope of Work

Notes:

This is a 5 year contract. Signing this proposal secures this agreement for BrightView Landscape Services and The Town of Palm Beach Shores for 5 years. Shall the relationship terminate with BrightView before 5 years from signing date this contract will terminate as well.

There is no scope for Easement Trees.

Increase Clause-

- Year 1- 2022: Priced per proposal
- Year 2- 2023: Priced per proposal
- Year 3- 2024: 2% increase for each line in proposal selected for that year
- Year 4- 2025: 2% increase for each line in proposal selected for that year
- Year 5- 2026: 2% increase for each line in proposal selected for that year

Please initial acknowledgement of these terms: _____

QTY	UoM/Size	Material/Description	Unit Price	Total
Spec Sheet Request #1			Subtotal	\$29,397.59
2.00	EACH	Trim all 122 Coconut Palm Trees located in Inlet Park, Beach Park, and The Parkway PER MAP and LIST (2 times per year) ***PRICE DOES NOT INCLUDE EASEMENT PALMS***	\$14,698.80	\$29,397.59
Spec Sheet Request #2- Mixed Palms			Subtotal	\$6,060.24
1.00	EACH	Trim all 130 mixed palms PER MAP and LIST (1 time per year) ***PRICE DOES NOT INCLUDE COCONUT PALMS***	\$6,060.24	\$6,060.24
Spec Sheet Request #2- Hardwoods			Subtotal	\$8,993.97
1.00	EACH	Trim all 54 Hardwoods PER MAP and LIST (1 time per year) ***PRICE DOES NOT INCLUDE ANY PALMS***	\$8,993.97	\$8,993.97
Spec Sheet Request #2- Large Banyan and Ficus on Parkway			Subtotal	\$7,228.91
1.00	EACH	Trim all 3 LargeHardwoods PER MAP and LIST (1 time every 3 years) ***PRICE DOES NOT INCLUDE ANY PALMS***	\$7,228.91	\$7,228.91

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
13710 Okeechobee Blvd, Palm Beach, FL 33470 ph. (561) 784-3450 fax (561) 784-3795

Proposal for Extra Work at Town of Palm Beach Shores

For internal use only

SO# 7782902
JOB# 353000218
Service Line 300

Total Price \$51,680.71

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
13710 Okeechobee Blvd, Palm Beach, FL 33470 ph. (561) 784-3450 fax (561) 784-3795

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God as defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. **Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
10. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
11. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
12. **Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
13. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

14. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

15. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense.
16. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Manager

Signature

Title

Allen Welch

April 08, 2022

Printed Name

Date

BrightView Landscape Services, Inc. "BrightView"

Account Manager, Senior

Signature

Title

Katherine Guy

April 08, 2022

Printed Name

Date

Job #: 353000218

Proposed Price: \$51,680.71

SO #: 7782902

Exclusions And Qualifications

Personnel/ Working Hours	<ul style="list-style-type: none">• This Proposal is based upon personnel working normal daytime hours, 8 hour work day, 40 hour work week. Proposal excludes working in an ineffective manner (rain, unsafe working conditions, etc.)• BrightView is an open shop contractor, non-signatory to any labor agreements.• This Proposal is based on non-prevailing wage and non-union labor rates.• This proposal is based on performing the work in one continuous operation and includes one mobilization of equipment, tools and resources to and from site.
Utilities, Traffic Control, and Permitting	<ul style="list-style-type: none">• BrightView excludes any permits or applicable fees in this proposal. Permits and fees, if required, are to be supplied and paid for by others including street closure and traffic control plans.• Permanent or temporary Water meter fees, permits, installation and cost for water not included in proposal.• BrightView Landscape Maintenance, Inc. is not responsible for underground or overhead utilities or their re-routing.• BrightView is not responsible for unmarked private utilities.• A minimum of (48) hour notice prior to mobilization must be provided for proper underground utility marking, etc. in public areas.• The owner shall be responsible for identifying and marking all underground utilities within in the work site.• BrightView shall accept no responsibility for damage to any unmarked underground utilities.
Scope of Work/ Project Specifications	<ul style="list-style-type: none">• No import or export soils are provided for in this proposal except as noted in the scope of work. All planting spoils to be used on-site.• Equipment access roads and level crane pads are to be provided at the time of installation and approved by BrightView prior to mobilization.• Any and all concrete or asphalt cutting, demolition, removal and replacement to be performed by others.• Hardscape, electrical, surveying, metal work or waterproofing or any other scope not specified in this proposal are excluded.• No demolition work is provided for in this proposal except as noted in the scope of work.• BrightView will receive the site clean and free of weeds and construction debris and in finish graded condition (plus or minus 1/10th foot)• Site is to be readily accessible by smooth bucket skip loader, forklift, and workmen with hand tools, semi-truck and trailer.• Cutting, patching or penetration of planter walls is excluded. Coring of structures has not been included. All necessary penetrations into existing planters, sealing of these penetrations, etc. to be by others.• Waterproofing, protection boards, and topping slabs shall be completed, in place and tested by others prior to mobilization.• Specified plant materials are subject to availability at the time of construction.
Irrigation	<ul style="list-style-type: none">• BrightView shall be given sufficient notice to place irrigation sleeves prior to paving, curbing or wall footings being poured.• No hardscape (asphalt, concrete, etc.) cutting for purposes of installing irrigation piping, wires, etc. is provided in this proposal.• Irrigation to be taken from provided point of connection. Water meter installation excluded.• Irrigation to be installed per plan. Any necessary irrigation modifications to be billed at time and materials.• Power (110v) P.O.C. for irrigation controller will be provided by the others.• BrightView will warranty the irrigation system, with regards to material and workmanship for (90) days post-installation.
Warranty	<ul style="list-style-type: none">• BrightView shall Warranty all shrubs, ground cover and vines for a period of (90) days. Specimen trees for a period of one (1) year.• Warranty does not extend beyond the natural life cycle of the plant material. (E.G. annual color, perennials, biennials, etc.)



Broedell Landscape Inc
172 Banyan Circle
Jupiter, FL 33458 US
(561) 307-9411
Chris@BroedellLandscaping.com

ADDRESS

PALM BEACH SHORES

Estimate 1465

DATE 04/07/2022

ACTIVITY	QTY	RATE	AMOUNT
Tree Trimming TRIMMING COCONUT PALMS (2) TIMES PER YEAR PER COCONUT TREE LOCATIONS BELOW INLET PARK 85 COCONUTS BEACH PARK 25 COCONUTS PARK WAY 12 COCONUTS NOT TO EXCEED THESE COUNTS (122) BRANCHES TRIMMED, COCONUTS REMOVED AND DEBRIS HAULED OFF SITE BY CONTRACTOR	1	30,000.00	30,000.00

ACTIVITY	QTY	RATE	AMOUNT
Tree Trimming SET COST EACH YEAR FOR TRIMMING ALL MIXED PALMS 1 TIME PER YEAR. LINDA LANE: 1 ROYAL 2 SABAL 2 ADONIDIA BRAVADO: 2 SABAL CLAREMONT: 13 SABAL 1 QUEEN TACOMA: 22 SABAL 4 QUEEN 2 ROYAL 4 FOXTAIL EDWARDS LANE: 2 ROYALS PARKING LOT AND EDWARDS: 14 FOXTAIL 1 QUEEN 10 ROYAL 5 SABAL 5 QUEEN CASCADE LANE: 2 QUEEN 12 SABAL BLOSSOM 1 SABAL BEACH PLAY GROUND 6 SABAL INLET PARK 6 SABAL 185 LAKE AND SANDAL 3 ROYAL	1	7,000.00	7,000.00

ACTIVITY	QTY	RATE	AMOUNT
Tree Trimming SET COST EACH YEAR FOR TRIMMING HARD WOODS 1 TIME PER YEAR LINDA LANE: 1 JATROPHA BRAVADO LANE: 1 JATROPHA 1 FIREBUSH CLAREMONT LANE: 1 TABEBUIA 1 BUTTON WOOD 1 BLACK OLIVE 3 GUMBO 1 SEAGRAPE 1 SUNSHINE 1 GUMBO 1 HONK KONG TACOMA LANE: 1 TABEBUIA 1 LG BUTTON WOOD 1 CLAREDENDRON TREE 1 SNOW QUEEN HIBISCUS 1 SMALL PINK TABE 1 MAGNOLIA 1 HONG KONG 1 LARG MAHOGANY EDWARDS LANE: 2 LIVE OAK 2 LARGE LIVE OAK 1 WEEPING 1 PIGEON 3 CREPE MYRTLE 1 GUMBO 1 LIVE OAK 1 TABE 1 GUMBO CASCADE 1 JAVA 1 SAP 1 SEAGRAPE 1 GUMBO 1 MAGNOLIA 1 LAUREL BLOSSOM LANE: 1 PITCH APPLE 1 GUMBO 1 LIVE OAK 1 ROYAL POINCIANNA 1 ARBORVITAE 1 MAGNOLIA	1	12,000.00	12,000.00
Tree Trimming LARGE BANYAN AND LARGE FICUS EVERY 3 YEARS OR AS REQUIRED LOCATED ON PARK WAY INLET: 1 LARGE FICUS CLAREMONT: 1 LARGE FICUS BLOSSOM: LARGE BANYAN	1	8,000.00	8,000.00
PALM BEACH SHORES CONTRACT • Year 1- 2022: Priced per proposal • Year 2- 2023: Priced per proposal • Year 3- 2024: 3% increase for each line in proposal selected for that year • Year 4- 2025: 3% increase for each line in proposal selected for that year • Year 5- 2026: 3% increase for each line in proposal selected for that year			
TOTAL			\$57,000.00

Accepted By

Accepted Date



Name / Address		<h1 style="text-align: center;">Estimate</h1>							
Town of Palm Beach Shores C/O 247 Edwards Lane Palm Beach Shores, FL 33404						Date	Estimate #	Rep	Project
						4/21/2022	14923		2015 - 2020 Pruning...
Item	Description								
Tree maintenance	APRIL 2022 - 2027 PRUNING CONTRACT: \$50,880.00 per year *PER PRUNING SPECIFICATIONS BY PALM BEACH SHORES: 1. All Coconut palms will be trimmed twice per year at Inlet Park, Beach Park, and the Parkway. 2. All remaining palms and hardwoods will be trimmed one time per year, with exception the large Banyan Trees, and the Ficus Trees every 3 years or as required located on the Parkway. INLET WAY: Ficus (1) LINDA LANE: Royal palm (1) Coconut palms (12) *to be trimmed twice per year Sabal palm (2) Shaping / reduction of Jatropha *tree (1) Banyan (1) BRAVADO LANE: Banyan (3) Shaping / reduction of Jatropha *tree (1) Shaping / reduction of Firebush *tree (1) Sabal palms (2) CLAREMONT LANE: Ficus (1) Tabebuia (1) Green Buttonwood (1) Sabal palms (13) Black Olive (1) Gumbo Limbo (3) Sea Grape (1)								
Palm Pruning Palm Pruning Palm Pruning Shaping Tree maintenance Palm Pruning Shaping Shaping Palm Pruning Tree reduction Tree maintenance Tree reduction Palm Pruning Tree reduction Tree maintenance Tree reduction									
We look forward to continue working with you!				Total					
11090 81ST Ct. N., West Palm Beach, FL. 33412 (561) 753-TREE (8733) Fax (561) 627-5045 WWW.JASONSARBORCARE.COM									



Name / Address		<h1 style="text-align: center;">Estimate</h1>			
Town of Palm Beach Shores C/O 247 Edwards Lane Palm Beach Shores, FL 33404					
		Date	Estimate #	Rep	Project
		4/21/2022	14923		2015 - 2020 Pruning...
Item	Description				
Tree reduction	Sunshine Tree (1)				
Palm Pruning	Queen palm (1)				
Tree maintenance	Gumbo Limbo *small (1)				
Tree maintenance	Hong Kong Orchid *small (1)				
	TACOMA LANE:				
Palm Pruning	Sabal palms (22)				
Palm Pruning	Queen palms (4)				
Tree maintenance	Tabebuia (1)				
Tree reduction	Green Buttonwood *large (1)				
Palm Pruning	Royal palms *tall (2)				
Shaping	Shaping / reduction of Clerodendron *tree (1)				
Shaping	Shaping / reduction of Hibiscus *tree (1)				
Palm Pruning	Foxtail palms (4)				
Tree maintenance	Pink Tabebuia *small (1)				
Tree maintenance	Magnolia *small (1)				
Tree reduction	Hong Kong Orchid (1)				
Tree reduction	Mahogany *large (1)				
	EDWARDS LANE:				
Tree maintenance	Live Oaks (2)				
Tree reduction	Live Oaks *large (2)				
Tree reduction	Weeping Yew *tree (1)				
Tree reduction	Pigeon Plum *large (1)				
Palm Pruning	Royal palms (2)				
Shaping	Shaping / reduction of Crepe Myrtle *small (1)				
	PARKING LOT & EDWARDS LANE:				
Palm Pruning	Foxtail palms (14)				
Palm Pruning	Queen palm (1)				
Tree reduction	Gumbo Limbo (1)				
Palm Pruning	Royal palm (10)				
Tree reduction	Oak *large (1)				
Palm Pruning	Sabal palms (5)				
Palm Pruning	Queen palms (5)				
Tree maintenance	Tabebuia *small (1)				
We look forward to continue working with you!				Total	
11090 81ST Ct. N., West Palm Beach, FL. 33412 (561) 753-TREE (8733) Fax (561) 627-5045 WWW.JASONSARBORCARE.COM					



Name / Address		<h1 style="text-align: center;">Estimate</h1>							
Town of Palm Beach Shores C/O 247 Edwards Lane Palm Beach Shores, Fl. 33404						Date	Estimate #	Rep	Project
						4/21/2022	14923		2015 - 2020 Pruning...
Item	Description								
Tree maintenance	Gumbo Limbo *small (1)								
Palm Pruning	CASCADE LANE:								
Tree reduction	Queen palms (2)								
Tree reduction	Jambolin Plum (1)								
Tree reduction	Royal Poinciana (1)								
Tree reduction	Ficus (2)								
Palm Pruning	Sea Grape *large (1)								
Tree maintenance	Sabal palms (12)								
Tree maintenance	Magnolia (1)								
	Laural Oak (1)								
Tree reduction	BLOSSOM LANE:								
Tree reduction	Banyan (1)								
Tree reduction	Pitch Apple (1)								
Tree maintenance	Gumbo Limbo *large (1)								
Tree reduction	Live Oak *small (1)								
Tree maintenance	Royal Poinciana *large (1)								
Palm Pruning	Arborvitae *tree (1)								
Tree maintenance	Sabal palm (1)								
	Magnolia (1)								
	SANDAL & BAMBOO LANE *NO TREES								
Palm Pruning	BEACH PLAYGROUND / PICNIC AREA								
Palm Pruning	Coconut palms *to be trimmed twice per year (25)								
	Sabal palms (6)								
Palm Pruning	INLET PARK								
Palm Pruning	Coconut palms *to be trimmed twice per year (85)								
	Sabal palms (16)								
Palm Pruning	185 LAKE DR. & SANDAL LN.								
Palm Pruning	Coconut palms *to be trimmed twice per year (3)								
	Royal palms (3)								
We look forward to continue working with you!		<h2 style="text-align: center;">Total</h2>							
11090 81ST Ct. N., West Palm Beach, FL. 33412 (561) 753-TREE (8733) Fax (561) 627-5045 WWW.JASONSARBORCARE.COM									



Name / Address
Town of Palm Beach Shores C/O 247 Edwards Lane Palm Beach Shores, FL 33404

Estimate

Date	Estimate #	Rep	Project
4/21/2022	14923		2015 - 2020 Pruning...

Item	Description
	<p>Our senior I.S.A. CERTIFIED ARBORIST - Jason Ebersold #SO-0752 will oversee work - we are not including a hazardous tree risk assessment at this time.</p> <p>WORK ZONE: Customer agrees to not enter worksite, furthermore agrees to keep work area free from residents, guest, children, pets, employees, or other contractors.</p> <p>*CUSTOMER NOTE: We will place signs in community but property owners and its acting agents are responsible for notifying residents, guest, and other contractors that we will be working in area and to not park vehicles or enter within 60' of work zone during the duration of our visit.</p> <p>Please contact Jason at 561-309-8791 by text if you need to speak with someone during the duration of work.</p> <p>Payment Terms: Full balance due upon completion. \$50,880.00 per year. \$44,005.00 due upon first pruning, remaining \$6,875.00 due upon 2nd pruning of Coconut palms</p> <p>*Any additional work apart from this contract will be considered separate and billed accordingly. Contracts or agreements (both written and verbal) with Jason's Arborcare Service, Inc. and its staff will be legally binding. The client agrees to pay the full amount for the work performed as mentioned in Payment Terms within time allowed or 18% of the contract price will be levied per month for remaining monies not received. Any disputes will be held at location determined by Jason's Arborcare Service, Inc. Jason's Arborcare Service, Inc. will be reimbursed for all expenses including but not limited to all collection cost and legal fees.</p> <p>Client / Representative:</p> <p>*Signature: _____</p> <p>*Print name: _____</p> <p>*Date: _____</p> <p>Please send back the signed contract to our office at your earliest convenience so that we can schedule this work for you. Thank you.</p>

We look forward to continue working with you!

Total

\$254,400.00

11090 81ST Ct. N., West Palm Beach, FL. 33412 (561) 753-TREE (8733) Fax (561) 627-5045
WWW.JASONSARBORCARE.COM

RESOLUTION NO. R-5-22

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, PALM BEACH COUNTY, FLORIDA, AMENDING ITS OPERATING BUDGET FOR FISCAL YEAR 2021-2022 IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF BUDGET RESOLUTION NO. R-11-21; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

WHEREAS, the necessity of amending the 2021/2022 Town budget has come to the attention of the Town Commission of the Town of Palm Beach Shores; and

WHEREAS, pursuant to Sec. 2, 3 and 4 of Budget Resolution No. **R-11-21** adopted September 27, 2021 in accordance with State Law, budget amendments relating to increases or decreases to the total sum allocated to each department for operating expenses and capital outlay expenses must be formally approved by the Town Commission in the form of a budget resolution for such transfers.

WHEREAS, the Town Commission hereby desires to approve “Budget Amendment 2” as set forth in **Exhibit A** to this Resolution.

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

Section 1. The Town of Palm Beach Shores, hereby amends its 2021/2022 budget as provided in the schedules attached hereto as Exhibit “A” and made a part hereof, in accordance with the terms and provisions of the Budget Resolution No. **R-11-21**.

Section 2. The Town Clerk is hereby directed to attach a copy of this Resolution amending the 2021-2022 budget to the budget documents and this Resolution shall be made a part of said budget.

Section 3. That this Resolution shall take effect upon its passage.

DULY PASSED AND ADOPTED this 25th day of April 2022.

Alan Fiers, Mayor

ATTEST:

Jude Marie Goudreau, Town Clerk

(SEAL)

Town of Palm Beach Shores
 Budget Amendment #2
 FYE 9/30/22

EXHIBIT "A"

	Original Budget	Amendment #1	Amendment #2	Final Budget
REVENUE & OTHER FINANCING SOURCES	\$ 5,462,261	147,137	518,839	\$ 6,128,237
EXPENDITURES:				
Administration	\$ 484,562			\$ 484,562
Legal	121,000			121,000
Public Works	336,162		22,000	358,162
Police	1,680,027			1,680,027
Fire	686,932		22,786	709,718
Building Department	237,862		42,100	279,962
Emergency Disaster	-			-
Solid Waste	209,250			209,250
Legislative	18,562			18,562
Streets/Storm Sewers	25,125		3,900	29,025
Parks	208,024		9,000	217,024
Beach	100,193		14,000	114,193
Lift Station Sewer Service	42,975			42,975
Contingencies	85,000		(42,325)	42,675
Debt Service	495,855			495,855
Emergency Medical Service	351,851			351,851
Community Center	49,750		19,325	69,075
Risk Management	106,231		4,000	110,231
Capital	222,900	147,137	424,053	794,090
Total Expenditures	\$ 5,462,261	\$ 147,137	\$ 518,839	\$ 6,128,237

Town of Palm Beach Shores
BUDGET 2021/2022
Budget amendment #2

EXHIBIT "A"

Account Name	Account Number	Original Budget	Amendment #2	Final Budget	Brief Explanation
REVENUE & OTHER FINANCING SOURCES					
REVENUE					
Building Permit Fees	001-00-000-32200	160,000	22,100	182,100	more bldg fees & exp
Land Development Fees	001-00-000-34930	15,000	20,000	35,000	more bldg fees & exp
TOTAL REVENUE			42,100		
OTHER FINANCING SOURCES					
Sale of Surplus Equipment	001-00-000-36410	-	100,000	100,000	proceeds - old engine
Appropriation of Fund Balance Restricted	001-00-000-38110	(256,466)	270,423	13,957	bequest/donations
Lease Proceeds	001-00-000-38300	-	106,316	106,316	financing - new engine
TOTAL OTHER FINANCING SOURCES			476,739		
TOTAL REVENUE & OTHER FINANCING SOURCES		\$ 5,609,398	\$ 518,839	\$ 6,128,237	
EXPENDITURES					
PUBLIC WORKS					
Salaries - overtime	001-04-519-01400	4,000	5,000	9,000	
Maintenance - buildings	001-04-519-04620	9,000	3,000		paint TH
Maintenance - buildings	001-04-519-04620		7,000	19,000	unanticipated repairs
Small equipment	001-04-519-04670	200	3,500	3,700	trailer
Fuel	001-04-519-0	4,000	3,500	7,500	increased costs
FIRE					
Maintenance - buildings	001-06-522-04620	-	3,000	3,000	paint public safety bldg
Tires & batteries	001-06-522-05220	7,000	(1,214)	5,786	for new engine
Uniforms	001-06-522-05240	15,000	15,000	30,000	turnout gear
Equipment purchased with donations	001-06-522-09900	-	6,000	6,000	rescue boards
BUILDING DEPARTMENT					
Salaries - regular	001-07-524-01200	56,469	4,546	61,015	
Building Official	001-07-527-03101	69,132	12,554	81,686	more bldg fees & exp
Reimbursed Development Costs	001-07-524-03300	25,000	20,000	45,000	more bldg fees & exp
Building Permit Surcharge Fee	001-07-524-04912	3,000	5,000	8,000	more bldg fees & exp
STREETS					
Storm Drain Maintenance	001-12-541-05320	3,000	3,900	6,900	drain grates/basins
PARKS					
Small equipment	001-13-572-04670	500	9,000	9,500	4 concrete benches
BEACH					
Small equipment	001-14-575-04670	200	14,000	14,200	9 concrete trash cans
CONTINGENCY					
Contingency	001-17-581-0000	85,000	(42,325)	42,675	
COMMUNITY CENTER					
Building Maintenance	001-21-572-04620	11,000	17,325	28,325	unanticipated repairs
Janitorial supplies	001-21-572-05205	5,000	2,000	7,000	higher costs
RISK MANAGEMENT					
Insurance	001-22-519-04500	106,231	4,000	110,231	incr flood ins & py w/c
CAPITAL					
PW - Building	001-23-522-06200	6,000	(6,000)	-	paint TH
Fire - Equipment	001-23-522-06400	35,500	(15,000)	20,500	turnout gear
Fire - Vehicle	001-23-522-06450	-	477,953	477,953	new fire engine
Fire - capital purchased w donations	001-23-522-06401	67,992	(6,000)	61,992	rescue boards
Streets - other than building	001-23-541-06300	63,900	(3,900)	60,000	drain grates/basins
Parks - Equipment	001-23-572-06400	9,000	(9,000)	-	4 concrete benches
Beach - Equipment	001-23-575-06400	14,000	(14,000)	-	9 concrete trash cans
TOTAL EXPENDITURES		\$ 5,609,398	\$ 518,839	\$ 6,128,237	

Explanations for amendment:

Additional building department activity resulting in more revenue and expenditures.

Budget for the purchase of the new fire engine, including lease proceeds, use of restricted fund balance from Fanning Bequest and other donations, anticipated proceeds from sale of old engine, and portion from existing fire department budget.

Restating original budget items to comply with the new capitalization threshold. (moving item less than \$5,000 out of capital)

Use of contingency to cover more repairs and higher costs in Public Works and at the Community Center and to cover increase costs in insurance.

Note: \$22,047.16 of Fire Impact Fees will be used for the balance of the new fire engine. This covers equipment on the truck that was not available on the old truck.

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.

WHEREAS, the Town Commission of the Town of Palm Beach Shores desires to ensure payment of correct building permit fees for all Town issued building permits; and

WHEREAS, the Town Commission of the Town of Palm Beach Shores has determined that requiring adjustments to initial permit fees prior to the issuance of a CO or equivalent based on owner and contractor certification of all sums and consideration paid and payable for the construction activity is an appropriate manner of accomplishing this.

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

Section 1: Chapter 14. Buildings and Building Regulations. of the Code of Ordinances of the Town of Palm Beach Shores is hereby amended at Article III. Building Standards. Sec. 14-108. Local Amendments to Chapter 1. Administration of the Florida Building Code Adopted. Section 109 FEES, by amending subsection 109.3 Building Permit Valuations 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 subsection 109.3 Building Permit Valuations shall hereafter read as follows:

**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**

109.3 Building permit valuations.

(1) Prior to permit issuance. Proof of the total valuation of construction activity (building, alteration, structure, electrical, gas, mechanical and/or plumbing systems) for permit fee cost valuation purposes may be established by the permit applicant via submission to the Building Official of a written, signed and notarized construction contract or by the submission of an affidavit by the subject property owner supported by an attached copy of the construction contract. If there is no written construction contract, then the contractor or the owner must submit a specific description of all construction activity contemplated, all consideration to be paid therefor and the value thereof; which description shall be certified in writing under oath by both the contractor and the owner. If the permit applicant fails to make such submission, waives making such submission, requests issuance of the permit without making such submission, or otherwise fails to submit sufficient evidence of cost valuation, then the building official shall determine the total valuation of construction activity for permit fee cost valuation purposes based on his experience, his knowledge of then current market conditions, and the information contained in the submitted permit application. ~~If, in the opinion of the building official, the claimed valuation of building, alteration, structure, electrical, gas, mechanical or plumbing systems appears to be underestimated on the application, the permit shall be denied, unless the applicant can show detailed, quantity estimates, and/or bona fide signed contracts (excluding land value) to meet the approval of the building official. For permitting purposes, valuation of buildings and systems shall be total replacement value to include structural, electric, plumbing, mechanical, interior finish, relative site work, and overhead and profit; excluding only land value and demolition. Valuation references may include the latest published data of national construction cost analysis services (Marshall-Swift, Means, etc.), as published by International Code Congress. Final building permit valuation shall be set by the building official.~~

(2) Adjustment to permit fee prior to CO or equivalent. Upon application for final inspections and a Certificate of Occupancy (CO) or equivalent, both the owner and the contractor to whom the permit is issued shall certify in writing under oath to the Building Official all sums and consideration paid and payable for the construction activity. No final inspections shall be made, and no CO or equivalent shall be issued for

any construction related activity unless it is determined by the Building Official that construction activity actually performed conforms to, is not more or greater than, and does not substantially (ten (10) percent or more) exceed valuation of that activity contemplated in the permit application(s); if such determination is not made, then no final inspection and no CO or shall be given until all approvals and permits therefor have been secured and all permit fees applicable thereto have been paid.

Section 2: Each and every other section and subsection of Chapter 14. Buildings and Building Regulations. 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 adoption.

FIRST READING this **25th** day of April, 2022.

SECOND AND FINAL READING this **23rd** day of May, 2022.

TOWN OF PALM BEACH SHORES

Alan Fiers, Mayor

First Reading April 25, 2022

ATTEST:

Jude Goudreau, Town Clerk

(Seal)

Approved as to form and legal sufficiency.

Keith W. Davis, Town Attorney

ORDINANCE NO. O-3-22

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.

WHEREAS, current Zoning Code regulations require that all structure additions meet current grade and finished first floor elevations, which are based on the property's mean crown of the adjacent roadway; and

WHEREAS, the original housing stock in Zoning District A was constructed prior to the Town's grade and finished first floor regulations, meaning that in nearly all cases, the current Code required grade and finished floor elevations for proposed additions are several inches higher than the existing elevations of the onsite structure; and

WHEREAS, in recent months, multiple variance requests have been requested and processed requesting relief from the above-referenced requirements to prevent additional square footage added to existing structures from having to be built with a step up to the addition.

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: Appendix A. Zoning. of the Code of Ordinances of the Town of Palm Beach Shores is hereby amended at Section IV. Basic Restrictions for All Districts. to

amend 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 elevation subject to certain restrictions; providing that Pf. 4.6. shall hereafter read as follows:

Pf. 4.6. - Grade elevations.

- a. Generally, the grade elevation of any building site at the building foundation, and to a minimum distance of two (2) feet from the foundation outwards, shall be a minimum of one and one-half (1½) feet and a maximum of two (2) feet above the mean elevation of the crown of the adjacent street or streets, except that in the event of construction of an addition to a single-story structure located in Zoning District A which contains no portion of the parcel located in a Special Flood Hazard Area, an area not to exceed fifty percent (50%) of the square footage of the existing structure shall be allowed to be constructed to match the existing grade elevation.
- b. However, for any single story structure in Zoning District B, C or D that utilizes underground/depressed parking pursuant to Pf. 12.6 to contain all required parking for residents of the structure, the grade elevation at the building foundation, and to a minimum distance of two (2) feet from the foundation outwards, may be increased to a maximum of three (3) feet above the mean elevation of the crown of the adjacent street or streets.
- c. For any multiple story structure in Zoning District B, C or D that utilizes underground/depressed parking pursuant to Pf. 12.6 to contain all required parking for residents of the structure, the grade elevation at the building foundation, and to a minimum distance of two (2) feet from the foundation outwards, must be three (3) feet above the mean elevation of the crown of the adjacent street or streets. All ingress and egress ways for the underground/depressed parking level shall retain the grade slope to the greatest extent possible. Where necessary to facilitate the underground/depressed parking level, retaining walls may be utilized to comply with grade elevation requirements, however, the use of any such retaining wall must be specifically approved by the Planning and Zoning Board as part of the site plan review process.

- d. The elevation of the finished first floor of any building shall be a minimum of one-half ($\frac{1}{2}$) feet and a maximum of one and one-half ($1 \frac{1}{2}$) feet above the highest grade elevation of the building site or no less than the 100-year flood level, whichever is the highest, except that in the event of construction of an addition to a single-story structure located in Zoning District A which contains no portion of the parcel located in a Special Flood Hazard Area, an area not to exceed fifty percent (50%) of the square footage of the existing structure shall be allowed to be constructed to match the existing finished first floor. However, for any multiple story structure in Zoning District B, C or D that utilizes underground/depressed parking pursuant to Pf. 12.6 to contain all required parking for residents of the structure, the elevation of the finished first floor of the building shall be no higher than seven (7) feet above the mean elevation of the crown of the street at the front of the lot. All ingress and egress ways for the first floor shall be set at or between the grade elevation at the building foundation, and the elevation of the finished first floor.
- e. At the boundary lines, the building site shall be graded to a reasonable match with abutting properties. The balance of the building site, including all surface parking areas, shall be graded from the high level located two (2) feet outward from the building foundation to the low levels at the boundary lines, with a continuous gradual slope.

Section 2: Appendix A. Zoning. of the Code of Ordinances of the Town of Palm Beach Shores is hereby amended at Section XIII. Nonconforming Buildings and Uses. to amend 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 Pf. 13.2. shall hereafter read as follows:

Pf. 13.2. - Nonconforming buildings.

Where a lawful building exists at the effective date of adoption or amendment of this zoning ordinance that could not be built under the terms of this zoning ordinance by reason of restrictions on area, lot coverage, height, yards, setbacks or other

characteristics of the building or its location on the lot, such building may be continued so long as it remains otherwise lawful subject to the following provisions:

(a) No such building may be enlarged or altered in any way which increases its nonconformity, except for single family dwellings located in any zoning district which may be altered as follows:

1. Ground floor additions or renovations to existing one-story single family dwellings may be built to match nonconforming setbacks or nonconforming roof pitches existing at the point where the proposed addition/renovation will adjoin the existing building; however, any such addition must otherwise conform to all applicable zoning codes, and particularly shall not cause the building to violate the applicable maximum lot coverage limits, maximum allowed flat roof area, maximum building height or minimum landscape requirements.

2. Ground floor additions to existing one-story single-family dwellings in Zoning District A may be built to match nonconforming grade and finished first floor elevations subject to the restrictions set forth in Pf. 4.6.

32. Any second story addition or renovation may be built to match nonconforming roof pitches existing at the point where the proposed addition/renovation will adjoin the existing building, but otherwise shall conform to all applicable zoning codes.

(b) Should such building be destroyed by any means to an extent of more than fifty (50) percent of its replacement cost at the time of destruction, as determined by the town building official, it shall not be reconstructed except in conformity with the provisions of this zoning ordinance; except in cases of fire, explosion or other casualty, or act of God, or the public enemy, in which case the structure may be replaced as it was originally constructed.

(c) Should any structure be moved for any reason for any distance whatsoever, it shall thereafter conform to the regulations for the district in which it is located after it is moved.

Section 3: Each and every other section and subsection of Appendix A. Zoning. shall remain in full force and effect as previously adopted.

Section 4: All ordinances or parts of ordinances in conflict be and the same are hereby repealed.

Section 5: Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance.

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

Section 7: This Ordinance shall take effect immediately upon passage.

FIRST READING this ____ day of April, 2022.

SECOND AND FINAL READING this ____ day of May, 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