

# PUBLIC NOTICE

**Monday, July 20, 2020 (DATE CHANGE)**  
6:30 pm



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

## **TOWN COMMISSION WORKSHOP AGENDA**

**Join the meeting on Webex:**

**Meeting Link:**

<https://townofpalmbeachshores.my.webex.com/townofpalmbeachshores.my/j.php?MTID=m0e5ab9e9a5016b6d04accb47c5c5ef89>

**Meeting Number: 132 905 9909**  
**Password: 0720**

**To Access by phone (voice only):**

**Phone Number: +1-408-418-9388 United States Toll**  
**Access Code: 132 905 9909**  
**Password: 0720**

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**Mayor Alan Fiers**  
**Vice Mayor Roby DeReuil**  
**Commissioner Robert Stanton**  
**Commissioner Tom Mills**  
**Commissioner Scott McCranel**

**PBSO Sgt. Steve Langevin**  
**Fire Chief Trevor Steedman**

**Town Administrator/Treasurer, Wendy Wells**  
**Town Clerk Evyonne Browning**

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1. Discuss suggested modifications to Town Ordinances for PBSO: Sgt. Langevin
2. Budget Workshop #1: Wendy Wells, Town Treasurer/Administrator
3. Skyfall Properties LLC Proposed 3 condominium projects (150, 200, & 206 Inlet Way) and discuss potential Code Modifications in District C: Mayor Alan Fiers
4. Discuss Covid-19 Testing site: Mayor Alan Fiers
5. Underground Utilities Update: Mayor Alan Fiers

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 ACCOMMODATIONS 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.

**PALM BEACH COUNTY**  
**SHERIFF'S OFFICE**

*RIC L. BRADSHAW, SHERIFF*



To: Mayor and Commissioners

RE: Ordinances

Due to recent events involving a specific town ordinance relating to mooring within the Towns land jurisdiction, I was tasked to look at the town ordinances and how they are enforced and by who.

Palm Beach Shores does employ a code enforcement officer who has certain authorities. I am told his authority is limited.

In the past the towns police force could enforce these ordinances. However, the cost to prosecute these ordinances in court was extremely cost prohibitive. With the exception of a parking ticket in my 27 years we have not brought an individual offender to county court.

The towns attorney Mr. Keith Davis began to fashion an ordinance that would allow us to bring an individual alleged offender to the towns magistrate for adjudication. His letter is attached. Once these violations are issued by a deputy (if approved) the Town would handle all processing and adjudication processes.

In the Towns Law enforcement service agreement (LESA) between the town and PBSO on page 2, Article 2.1 (C) it describes ordinances violations. The LESA states in part "Deputies will enforce town ordinances to the extent the ordinance authorizes arrest and provides for fines and/or imprisonment as set forth in Chapter 162 Florida Statutes".

I spoke with the PBSO commanders in the towns of Lake Park and Lake Worth Beach where PBSO conducts law enforcement. In Lake Worth their code enforcement officer handles all code issues.

In Lake Park District 10, I found that PBSO deputies issue code violation tickets for certain town codes (attached). I know the Mayor has spoken with PBSO command staff to seek assistance with this project.

I revised a list of certain ordinances that I believe would assist our law enforcement efforts for your review and additions/deletions. Speaking with PBSO command staff I believe this is something we can do, but we will need to keep these number of ordinance request to a minimum as they have done in the Town of Lake park.

Mayor Fiers will be adding this to the July workshop for discussion.

Sergeant Steven Langevin

Sec. 10-26. - Running at large prohibited.

- (1) No dog shall be permitted to run at large within the town. All dogs must be on a leash when off the owner's premises.
- (2) Whenever a dog is found running at-large in violation of this section, any authorized agent of the town may take charge of such animal, and refer it to the county animal control department.
- (3) If a dog has a license tag affixed to its collar, the town shall make every reasonable effort to notify the owner prior to the town referring such animal to the county animal control department. If an animal is deemed to be a threat to the health, safety and welfare of the residents, the police department is authorized to take necessary action.
- (4) At any time prior to any dog being turned over to the county animal control department, the owner of such dog may apply for its release subject to the penalties set forth in section 10-3.

(Code 1977, § 4-17; Ord. No. O-01-00, § 2, 6-19-00)

Sec. 10-28. - Removal of feces.

- (1) It shall be unlawful and prohibited for any person having a pet within his ownership and/or control, to leave any deposit of feces on any public or private premises, pavement or streets, parkways or walkways, or on any public park, or ways on the oceanfront devoted to the use of the public, or anywhere within the town corporate limits, other than on premises owned by the owner or custodian of such pet.
- (2) All feces must be removed by the person walking the pet; which feces must be placed in a plastic bag and deposited in a trash container.
- (3) It shall be unlawful for any person walking a pet to fail to have a plastic bag in his possession while walking the animal. Failure to possess a plastic bag while walking a dog will result in citations and fines as set forth under section 10-3 hereinabove.

(Code 1977, § 4-19; Ord. No. O-01-00, § 2, 6-19-00)



Sec. 18-42. - Approved application required.

It shall be unlawful for any person to solicit funds for any cause whatsoever, to take orders for or to sell any item door-to-door within the corporate limits of the town without first submitting an application and receiving a permit from the town as provided herein. However; neither an application nor the receipt of a permit shall be required for the exercise of activities where funds are not being solicited, or for solicitations carried on by minors associated with legitimate educational or civic related activities.

(Ord. No. O-5-09, § 2, 12-21-09)

Sec. 30-68. - Fireworks.

It shall be unlawful for any person to advertise, offer for sale or sell any fireworks within the limits of the town. It shall be unlawful for any person to display, set off or discharge any fireworks within the town unless with the express permission of the town commission and under the direct supervision and control of the chief of the fire department or his authorized representative.

(Code 1977, § 9-4)

**State Law reference**— Sale of fireworks, F.S. ch. 791.

Sec. 42-2. - Littering.

- (a) The purpose of this section is to provide for the public safety and general welfare of the town by prohibiting the throwing and depositing of litter on any public or private premises, beach, pavements or street, parkways or walkways, except in public or private receptacles for collection.
- (b) For the purpose of this section the word "litter" shall mean, but not be limited to, garbage, trash, rubbish, refuse, paper, plastics, boxes, wrappings, cardboard, bottles, cans, wood, glass, discarded clothing, rags, vegetable wastes, dead animals, animal feces, fruit peelings and parings and other discarded materials usually considered trash or litter.
- (c) No person shall deposit litter in or upon any street, walkway, parking lot, body of water, beach, park or other public property within the town except in public receptacles. Where public receptacles are not provided, all such litter shall be taken away by the persons responsible for its presence and properly disposed of off site.
- (d) No person shall deposit litter on any improved or unimproved private property within the limits of the town. The owner or person in control of any private property shall at all times maintain the premises free of litter; provided however, that this section shall not prohibit the storage of litter in authorized private receptacles for collection.
- (e) Any person who has violated this section shall be subject to a fine as set by resolution of the town commission, which may be amended from time to time.

(Code 1977, § 11-11; Ord. No. 300, § 1, 6-8-92; Ord. No. O-02-00, § 1, 6-19-00; Ord. No. O-9-08, § 1, 10-20-08)

**Florida Litter Law, F.S. § 403.413.**

Sec. 42-41. - Noise disturbances prohibited generally.

It shall be unlawful for any person to make, continue or cause to be made or continued any loud and raucous noise; or make, continue or cause to be made or continued any noise which exceeds the maximum decibel levels as set forth in this article.

(Ord. No. O-3-13, § 1, 10-21-13; Ord. No. O-2-14, § 1, 3-17-14; Ord. No. O-1-16, § 2, 2-22-16)

Sec. 42-42. - Specific prohibitions.

The following acts, and the causing or permitting thereof, are declared to be in violation of this article:

- (1) *Stereo/audio equipment, television sets, and similar devices.* Operating, playing or permitting the operation or playing of any stereo/audio equipment, television set, or similar device which produces or reproduces sound between the hours of 8:00 p.m. and 8:00 a.m. the following day in such a manner as to exceed maximum decibel levels as set forth in this article; or at any time in such a manner as to create a loud and raucous noise, except for activities for which prior permission has been given in writing by the town clerk or designee, and the police chief or designee.
- (2) *Loudspeakers and on-site live or recorded amplified music.*
  - a. Using or operating for any purpose any loudspeaker, loudspeaker system or similar device, or permitting/providing on-site amplified music, whether such music is performed live by vocal singers and/or musicians with musical or percussion instruments; or is performed by pre-recorded audio media, between the hours of 8:00 p.m. and 8:00 a.m. the following day, and at any time on Sundays and during federal holidays, in such a manner as to exceed maximum decibel levels as set forth in this article; or at any time in such a manner as to create a loud and raucous noise in the following areas:
    1. Within or adjacent to residential uses;
    2. Within a public space when the sound is plainly audible across the real property line of the public space from which the sound emanates, except for activities for which prior permission has been given in writing by the town clerk or designee, and the police chief or designee.
  - b. This provision shall not apply to any public performance, gathering, parade, or special event, which has obtained a special event permit from the town.
  - c. Any and all loudspeaker and/or on-site live or recorded amplified music activity as described in this paragraph shall be conducted at any and all times such that the sound from all loudspeakers and/or amplified music speakers is directed away from any and all adjacent residential property in the town.
- (3) *Animals.* Owning, possessing or harboring any animal or bird which frequently or for continued duration howls, barks, meows, squawks or makes other sounds between the hours of 8:00 p.m. and 8:00 a.m. the following day in such a manner as to exceed maximum decibel levels as set forth in this article; or at any time create a loud and raucous noise.
- (4) *Loading and unloading.* Loading, unloading, opening, closing or other handling of boxes, crates, containers, building materials, garbage cans, or similar objects at a place of business or residence between the hours of 8:00 p.m. and 8:00 a.m. the following day in such a manner as to exceed maximum decibel levels as set forth in this article; or at any time in such a manner as to create a loud and raucous noise.
- (5) *Construction.* Operating or causing the operation of any tools or equipment used in construction, drilling, repair, alteration or demolition work or related construction activity, between the hours of 5:00 p.m. and 8:00 a.m. the following day Monday through Saturday (October 1 through April 30), or between the hours of 6:00 p.m. and 8:00 a.m. the following day Monday through Saturday (May 1 through September 30), or at any time and during federal holidays, such that the sound therefrom exceed maximum decibel levels as set forth in this article; or at any time in such a manner as to create a loud and raucous noise. Emergency work noises are exempt from this provision. In non-emergency situations, the town manager may issue a permit, upon application, if the town manager determines that the public health and safety, as affected by loud and raucous noise caused by construction or repair of buildings or excavation of streets and highways between the hours between the hours of 5:00 p.m. and 8:00 a.m. the following day Monday through Saturday (October 1 through April 30), or between the

hours of 6:00 p.m. and 8:00 a.m. the following day Monday through Saturday (May 1 through September 30) will not be impaired, and if the town manager further determines that loss or inconvenience would otherwise result. The permit shall grant permission in non-emergency cases for a period of not more than three days. The permit may be renewed once for a period of three days or less.

- (6) *Vehicle, motorboat or aircraft repairs and testing.*
  - a. Repairing, rebuilding, modifying or testing any motor vehicle, motorboat or aircraft between the hours of 8:00 p.m. and 8:00 a.m. the following day in such a manner as to exceed maximum decibel levels as set forth in this article; or at any time in such a manner as to create a loud and raucous noise.
  - b. Nothing in this section shall be construed to prohibit, restrict, penalize, enjoin or in any manner regulate the movement of aircraft which are in all respects conducted in accordance with or pursuant to applicable federal laws or regulations.
- (7) *Explosives, firearms and similar devices.* Using or firing explosives, firearms or similar devices such that the sound therefrom creates a loud and raucous noise, or a noise disturbance across a real property line, or within a noise sensitive zone, public space or public right-of-way, without first obtaining permission in writing by the town clerk or designee, and the police chief or designee.
- (8) *Powered model vehicles.* Operating or permitting the operation of powered model vehicles between the hours of 8:00 p.m. and 8:00 a.m. the following day so as to exceed maximum decibel levels as set forth in this article; or at any time in such a manner as to create a loud and raucous noise.
- (9) *Stationary nonemergency signal devices.* Sounding or permitting the sounding of any electronically amplified signal from any stationary bell, chime, siren, whistle or similar device, intended primarily for nonemergency purposes, from any place, for more than ten seconds in any hourly period.
- (10) *Emergency signaling devices.*
  - a. The intentional sounding or permitting the sounding outdoors of any fire, burglar or civil alarm, siren, whistle or similar stationary emergency signaling device except for emergency purposes or for testing, as provided in subsection b. below.
  - b. Testing:
    - 1. Testing of a stationary emergency signaling device shall not occur before 8:00 a.m. or after 8:00 p.m. Any such testing shall only use the minimum cycle test time. In no case shall such test time exceed 60 seconds.
    - 2. Testing of the complete emergency signaling system, including the function of the signaling device and the personnel response to the signaling device, shall not occur more than once in each calendar month. Such testing shall not occur before 8:00 a.m. or after 8:00 p.m.
  - c. Sounding or permitting the sounding of any exterior burglar or fire alarm or any motor vehicle burglar alarm unless such alarm is automatically terminated within 15 minutes of activation.
- (11) *Motorboats.* Operating or permitting the operation of any motorboat in any lake or waterway between the hours of 8:00 p.m. and 8:00 a.m. the following day in such manner as to cause a noise disturbance.
- (12) *Power tools (operated by homeowner or resident only).*
  - a. Operating or permitting the operation of any mechanically powered saw, sander, drill, grinder, lawn or garden tool, or similar tool so as to exceed maximum decibel levels as set forth in this article between 8:00 p.m. and 8:00 a.m. Monday through Saturday or all day on

Sundays and during federal holidays; or at any time in such a manner as to create a loud and raucous noise.

- b. Operating or permitting the operation of any mechanically powered tool of any kind, whatsoever, not properly muffled and maintained in good working order.
- (13) *Emergency electrical generators.* Operating or permitting the operation of any emergency electrical generator within the town so as to create a noise disturbance except when in conformance with the maintenance and "exercise" requirements provided in Pf. 12.8 of the town's zoning ordinance.
- (14) *Commercial uses adjacent to residential uses.*
- a. Causing or permitting any noise from the premises of any commercial establishment, including any outdoor area which is part of or under the control of the commercial establishment, between the hours of 4:00 p.m. and 8:00 a.m. the following day, and at any time on Sundays and during federal holidays, in such a manner as to exceed maximum decibel levels as set forth in this article; or at any time in such a manner as to create a loud and raucous noise, which is plainly audible at a distance of five feet from any residential property or public space, except for activities for which prior permission has been given in writing by the town clerk or designee, and the police chief or designee.
  - b. Any and all sound generating activity as described in this paragraph shall be conducted at any and all times such that the sound is directed away from any and all residential areas in the town.
- (15) The police chief, or town clerk may also grant temporary exemptions from the prohibited acts listed above to allow latitude in such instances and under such circumstances where good cause can be shown.

(Ord. No. O-3-13, § 1, 10-21-13; Ord. No. O-2-14, § 1, 3-17-14; Ord. No. O-1-16, § 2, 2-22-16)

Sec. 42-43. - Decibel measurement standards for noise other than operating motor vehicles.

Noise from any activity and any permissible use of property within the meaning of the applicable zoning district classifications of the town shall be deemed to be a noise disturbance if the noise constitutes a loud and raucous disturbance or exceeds the decibel levels set-out below:

Zoning District	Time	Sound Level Limit (dBA)
A, B, C and D	8:00 a.m. EST until 8:00 p.m. EST	55 Decibels
	8:01 p.m. EST until 7:59 a.m. EST	50 Decibels
ROS	At all times	50 Decibels

The measurement of sound or noise shall be made with a sound level meter meeting the standards prescribed by the American National Standards Institute (ANSI), S1.4 American National Standard Specifications for Sound Level Meters. The instruments shall be maintained in calibration and good working order. A calibration check shall be made of the system at the time of any noise measurement. Measurements recorded shall be taken so as to provide a proper representation of the noise source. The microphone during measurement shall be positioned so as not to create an unnatural enhancement or diminution of the measured noise. A windscreen for the microphone shall be used at all times.

- (1) The slow meter response of the sound level meter shall be used in order to best determine the average amplitude. An average measurement between ten and 20 seconds shall be recorded.
- (2) All sound measurements shall be documented on a form, which is approved by the town.
- (3) Where the measurement taken is dependent on the source of the noise complaint:
  - a. In case of measurements where the sound source is a private residence or property that has not obtained a special permit pursuant to this chapter, the measurement shall be made at the property line of the source. If measurement is not possible at the property line of the source, measurement shall be taken as close thereto as possible. All measurements shall be made at least three feet away from any ground, wall, floor, ceiling, roof and other plane surface. No measurement shall be taken outdoors while it is raining. Indoor measurements may be taken only if the sound or source is on or within the same property as receiving property as in the case of multi-use or multi-dwelling unit building or property as described below.
  - b. In case of measurements where the sound source is from a multi-use or multi-dwelling unit property, or when there is a common wall between the receiving property and the source property, the measurement may be made at any point inside the premises to which any complainant has a legal right of private occupancy; provided that the measurement is made within three feet of any ground, wall, floor, ceiling, roof or other plane surface.
  - c. In case of measurements where the sound source is from a source that holds a town permit or is an outdoor source to which the public has access (decks, pools, outdoor parties and festivals, outdoor concerts, etc.), the enforcement officer will take a decibel sound measurement at the property line closest to the source of the noise (speakers, amplifiers, etc.).
- (4) All measurements of sound provided for in this chapter will be performed by town police officers, code compliance officers, or the town manager or designee.



The provisions of this section shall not apply to motor vehicle noise, which is regulated at section 42-45(d); or to the operation of mechanically powered tools which is regulated at subsection 42-42(12).

(Ord. No. O-3-13, § 1, 10-21-13; Ord. No. O-2-14, § 1, 3-17-14; Ord. No. O-1-16, § 2, 2-22-16)

Sec. 42-44. - Amplified noise upon public streets prohibited.

It shall be unlawful for any person, either as an individual, principal, agent or employee, to play, use or operate on or upon the public streets of the town any device known as a sound truck, loudspeaker or sound amplifier or radio or phonograph equipped with a loudspeaker or sound amplifier or any instrument of any kind or character which broadcasts any noise and is attached to or upon any vehicle operated or standing upon any street of the town, unless prior permission has been given in writing by the town clerk or designee, and the police chief or designee. This shall not apply to any public performance, gathering, parade, or special event for which a special event permit has been obtained from the town. This section is to be applied only to those situations where the disturbance is not a result of the content of the communication but due to the volume, duration, location, timing or other factors not based on content.

(Ord. No. O-3-13, § 1, 10-21-13; Ord. No. O-2-14, § 1, 3-17-14; Ord. No. O-1-16, § 2, 2-22-16)

Sec. 48-2. - Park property.

(a) *Buildings and other property:*

- (1) *Disfiguration and removal.* No person in a park shall willfully mark, deface, disfigure, injure, tamper with, displace or remove, any building, tables, benches, fireplaces, railings, paving or paving material, water lines or other public utilities or parts or appurtenances thereof, signs, notices or placards whether temporary or permanent, monuments, stakes, posts, or other boundary markers, or other structures or equipment, facilities or park property or appurtenances whatsoever, either real or personal.
- (2) *Restrooms and washrooms.* No person in a park shall fail to cooperate in maintaining restrooms and washrooms in a neat and sanitary condition.
- (3) *Removal of natural resources.* No person in a park shall dig, or remove any sand, or any soil, rock, stones, trees, shrubs or plants, down-timber or other wood materials, or make any excavation by tool, equipment, blasting, or other means or agency.
- (4) *Erection of structures.* No person in a park shall construct or erect any building or structure of whatever kind, whether permanent or temporary in character, or run or string any public service utility into, upon, or across such lands, except pursuant to a special event permit issued by the town.

(b) *Trees, shrubbery, lawns:*

- (1) *Injury and removal.* No person in a park shall damage, cut, carve, transplant or remove any tree or plant or injure the bark, or pick the flowers or seeds, of any tree or plant. Nor shall any person attach any rope, wire, or other contrivance to any tree or plant. A person shall not dig in or otherwise disturb grass areas, or in any other way injure or impair the natural beauty or usefulness of any area.
- (2) *Climbing trees, etc.* No person in a park shall climb any tree or walk, stand or sit upon monuments, railing, fences or upon any other property not designated or customarily used for such purposes.

(c) *Wild animals, birds, fish, etc.:*

- (1) *Hunting.* No person in a park shall hunt, molest, harm, frighten, kill, trap, chase, tease, or throw missiles at any animal, reptile or bird; nor shall any person remove or have in their possession the young of any wild animal, or the eggs or nest, or young of any reptile or bird. Exception to the foregoing is made in that snakes known to be deadly poisonous, such as rattlesnakes, moccasins, coral snakes or other deadly reptiles, may be killed on sight.
- (2) *Feeding.* No person in a park shall give or offer, or attempt to give to any animal or bird any tobacco, alcohol or other known noxious substances.
- (3) *Fishing.* No fishing shall be permitted in the Inlet Park gazebos or within 75 feet thereof, at any time. In addition, no fishing shall be permitted anywhere in the Inlet Park between the hours of dusk and dawn. For reasons of public health, safety, and welfare, fishing is prohibited at the town's public beach at any time in instances that endanger the health and safety of swimmers, and law enforcement officers are authorized to issue warnings and civil citations to persons fishing at the town's public beach in instances that lead a reasonable person to believe fishing will endanger the health and safety of swimmers at the town's public beach. No person may perform acts that attract sharks, e.g., chumming and "bloodbaiting," and endanger the health and safety of swimmers at the town's public beach.

(Ord. No. O-5-12, § 1, 4-16-12; Ord. No. O-4-15, § 2, 8-17-15)

Sec. 48-3. - Sanitation.

- (a) *Pollution of waters.* No person in a park shall throw, discharge, or otherwise place or cause to be placed in any waters, or into any fountain or any storm sewer, or drain flowing into such waters, any substance, matter or thing, liquid or solid, which will or may result in the pollution of the waters.
- (b) *Refuse and trash.* No person in a park shall bring in or dump, deposit or leave any bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, waste, garbage, or refuse, or other trash. No such refuse or trash shall be left anywhere on the grounds thereof, but shall be placed in the proper receptacles where these are provided; where receptacles are not so provided, all such rubbish or waste shall be carried away from the park by the person responsible for its presence, and properly disposed of elsewhere.

(Ord. No. O-5-12, § 1, 4-16-12)

Sec. 48-4. - Traffic.

- (a) No motor vehicle, as defined in F.S. § 320.01, shall be operated at any time upon the town's parkway (except in designated parking lot facilities associated with Town Hall) or upon the United States government easement running parallel to the north side of the Lake Worth Inlet.
- (b) No moped as defined in F.S. § 316.003(77), motorized bicycle as defined in F.S. § 316.003(2), or motorized scooter as defined in F.S. § 316.003(82), shall be operated upon the town's parkway (except in designated parking lot facilities associated with Town Hall) or upon the United States government easement running parallel to the north side of the Lake Worth Inlet at any time. Nothing contained in this article shall be deemed to prohibit the operation of an electric personal assistive mobility device as defined in F.S. § 316.003(83) upon the town's parkway or upon the United States government easement running parallel to the north side of the Lake Worth Inlet.
- (c) No bicycle, roller-skates, rollerblades, skateboards or scooters shall be operated upon the town's parkway or in Inlet Park on any day during the week, during the following periods of time: dusk until dawn, inclusive. Operators or riders of bicycles, roller-skates, rollerblades, skateboards or scooters shall yield the right-of-way to other pedestrians on the town's parkway in the Inlet Park and shall not otherwise endanger or interfere with such pedestrian traffic.
- (d) No quadricycles shall be operated upon the town's parkway or in Inlet Park at any time.
- (e) The prohibitions set forth in subsection (a) through (d) shall not be applicable to town personnel in the course of conducting official town business.
- (f) *Parking:*
  - (1) *Designated areas.* No person in a park shall park a vehicle in other than an established or designated parking area, and such use shall be in accordance with the posted directions there and with the instructions of the chief of police and/or his officers who may be present.
  - (2) *Overnight parking.* No person in a park shall leave a vehicle standing or parked overnight.

(Ord. No. O-5-12, § 1, 4-16-12)

Sec. 48-5. - Recreational activities.

- (a) *Bathing and swimming.* No person in a park shall swim, bathe, or wade in any waters in or adjacent to any park, except in such waters and at such places as are provided therefor, and in compliance with such regulations as are herein set forth or may be hereafter adopted.
- (b) *Firearms.* The regulation of firearms and ammunition shall be pursuant to Florida law.
- (c) *Picnic areas and use:*
  - (1) *Regulated.* No person in a park shall picnic or lunch in a place other than those designated for that purpose. The chief of police and/or his officers shall have the authority to regulate the activities in such areas when necessary to prevent congestion and to secure the maximum use for the comfort and convenience of all. Visitors shall comply with any directions given to achieve this end.
  - (2) *Availability.* Picnic tables and benches at the Community Center are for use by reservation only. All other park tables and benches are available on a "first come, first served" basis.
  - (3) *Duty of picnicker.* No person in a park shall leave a picnic area before all trash in the nature of boxes, papers, cans, bottles, garbage and other refuse is placed in the disposal receptacles where provided. If no such trash receptacles are available, then refuse and trash shall be carried away from the park area by the picnicker to be properly disposed of elsewhere.
- (d) *Camping.* No person shall set up tents, shacks, or any other temporary shelter for the purpose of overnight camping, nor shall any person leave in a park after closing hours any movable structure or special vehicle to be used or that could be used for such purpose, such as house-trailer, camp-trailer, camp-wagon, or the like, except pursuant to a special event permit issued by the town.
- (e) *Games.* No person in a park shall throw or otherwise propel objects such as stones, arrows, javelins, or other similar dangerous items.

(Ord. No. O-5-12, § 1, 4-16-12)

Sec. 70-32. - Parking prohibitions; penalties.

- (a) Parking is strictly prohibited within the Town of Palm Beach Shores as follows:
- (1) Obstructing traffic.
  - (2) Parallel parking within 10 feet of a fire hydrant.
  - (3) Parking on wrong side of street.
  - (4) Double-parking.
  - (5) Parking in prohibited area.
  - (6) Parking within an area posted with a "No Parking" sign.
  - (7) Parallel parking within 15 feet of a "Stop" sign.
  - (8) Blocking driveway, public or private.
  - (9) Parking on private property without permission (trespassing).
  - (10) Parking at beach parking lot with no permit.
  - (11) Parking at beach parking lot with expired permit.
  - (12) Parking in any handicapped parking space without permit.
  - (13) Parking in fire lane or zone.
  - (14) Parking in any manner so as to block any portion of a sidewalk and/or bicycle path or cross walk.
  - (15) Parking outside of designated lines.
- (b) Penalties. The fee schedule for prohibitions as set forth in this chapter shall be set by the town commission and may be amended from time to time as necessary. The fine schedule shall be available at the office of the town clerk during normal business hours. Any vehicle found parked in violation of the prohibitions set forth in this chapter shall be posted with a notice or citation affixed to such vehicle clearly stating that the fee set forth on such citation must be paid to the town within five days. Failure to pay the penalty within five days after such notice is attached to the vehicle may result in a summons being issued ordering the owner of the vehicle to appear at county court. In the event the owner is found guilty of such violation in county court, the owner shall be fined such amount as shall be determined by the county court judge.

(Code 1977, § 24-20; Ord. No. 279, § 1, 5-13-91; Ord. No. 0-05-97, § 1, 2-17-97)

Sec. 82-32. - Vehicles prohibited.

No motor vehicles shall be driven on or parked upon the beach without the permission of the police department or chief of police.

(Code 1977, § 5-17)

**State Law reference**— Vehicular traffic on coastal beaches, F.S. § 161.58.



Sec. 42-31. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Acoustical terminology.* All acoustical terminology and all definitions thereof shall be that contained in ASA S1.1-1960, as amended, American Standard Acoustical Terminology of the American National Standards Institute.

*Ambient noise* means the all-encompassing noise associated with a given environment, being a composite of sounds from many sources, near and far.

*Authorized emergency vehicle* shall mean vehicles of the fire department (fire patrol), police department, ambulances, and emergency vehicles of any other governmental entity or private emergency service provider.

*A-weighted sound level* shall mean the sound pressure level in decibels as measured on a sound level meter using the A-weighting network. The level so read is designated dBA.

*Construction* shall mean any site preparation, assembly, erection, substantial repair, alteration or similar action, but excluding demolition, for or on public or private right-of-way, structures, utilities or similar property.

*Decibel (dBA)* shall mean a unit for measuring the intensity of a sound, the mathematical formula for which is expressed as the volume of a sound.

*Discrete tone* means a pure tone or a single-frequency sound. This is expressed technically as a sound wave whose instantaneous sound pressure varies essentially as a single sinusoidal function of time.

*Emergency work* shall mean work made necessary to restore property to a safe condition following a natural disaster or public calamity; work required to protect persons or property from imminent danger caused by hurricanes, tornados, floods or other natural disasters or public calamity, the use of emergency electrical generators during a period of time when electrical service to the property has been lost, so long as such use is in conformance with the requirements of Pf. 12.8 of the town's zoning ordinance, or work by private or public utilities when installing or restoring utility service.

*Fixed mechanical equipment* means a machine or device capable of creating a noise level at the property line upon which it is located, including, but not limited to, industrial and commercial process machinery and equipment, pumps, fans, air conditioning apparatus, refrigeration machines or pool heaters.

*Loud and raucous noise* shall mean sound which, because of its volume level, duration and character, or based on attending circumstances such as time of day or location, annoys, disturbs, injures or endangers the comfort, health, peace or safety of reasonable persons of ordinary sensibilities. There is a rebuttable presumption that noise measured from a location of 150 feet from the property line of the noise source, with a decibel reading of 50 decibels, or noise that is plainly audible across property lines of adjacent residential properties is loud and raucous.

*Motorboat* shall mean any boat or vessel propelled or powered by machinery whether or not such machinery is the principal source of propulsion; including but not limited to boats, barges, amphibious craft, water-ski-towing devices, personal watercraft and hover craft.

*Motorcycle* shall mean any motor vehicle having a seat or saddle for the use of the rider designed to travel on not more than three wheels in contact with the ground, but excluding a tractor.

*Motor vehicle* shall mean any vehicle which is self-propelled.

*Noise disturbance* shall mean any loud and raucous noise, as well as any sound or noise, though not actually loud and raucous, that exceeds the maximum permitted decibel level as set forth in this article.

*Powered model vehicle* shall mean any self-propelled airborne, waterborne or landborne plane, vessel or vehicle which is not designed to carry persons, including but not limited to any model airplane, boat, car or rocket.

*Plainly audible* means any sound that can be detected by a reasonable person of ordinary sensitivities using his or her unaided hearing facilities.

*Property line* shall mean an imaginary line along the surface, and its vertical plane extension, which separates the real property owned, rented or leased by one person from that owned, rented or leased by another person.

*Public space* means any real property or structures on real property, owned by a government entity and normally accessible to the public, including but not limited to parks and other recreational areas.

*Sound* shall mean a temporal and spatial oscillation in pressure, or other physical quantity in a medium with internal forces that cause compression and rarefaction of that medium, and which propagates at finite speed to distant points.

*Sound level meter* shall mean an instrument used to measure sound using the A scale (dBA).

*Zoning district* means any of the several designated categories in the zoning code of the town.

(Ord. No. O-3-13, § 1, 10-21-13; Ord. No. O-2-14, § 1, 3-17-14; Ord. No. O-1-16, § 2, 2-22-16)

Sec. 82-87. - Unlawful to moor or anchor vessel in Lake Worth; exceptions.

- (a) It shall be unlawful for any live-aboard vessel to be moored or anchored anywhere in that section of Lake Worth which is within the town limits unless it be, with the consent of the dock owner, moored in a marina or designated mooring area.
- (b) This prohibition shall not apply to vessels moored or anchored in Lake Worth within the town limits for the purpose of making emergency repairs; however, vessels moored or anchored in Lake Worth for the purpose of making emergency repairs must complete the same within 48 hours.

(Code 1977, § 5-72)

## DIVISION 2. - CODE ENFORCEMENT; SPECIAL MAGISTRATE

### Sec. 2-68. - Definitions.

As used in this division, the following terms shall have the meanings indicated:

*Code inspector:* Any authorized agent or employee of the town whose duty it is to assure code compliance.

*Police officer:* A law enforcement officer authorized through employment or contract to enforce the laws within and for the Town. Generally, a police officer is either a sworn member of the Town's police department or a sworn member of the Palm Beach County Sheriff's Office.

*Special magistrate:* A Florida licensed attorney appointed by the Town Commission to preside over code enforcement hearings and citation hearings in the Town and issue orders in accordance with this division and Chapter 162, Florida Statutes ~~The code enforcement special magistrate.~~

*Town:* The Town of Palm Beach Shores.

*Town attorney:* A Florida licensed ~~An~~ attorney designated by the town to represent the Town of Palm Beach Shores.

*Town commission:* The legislative body of the Town of Palm Beach Shores.

### Sec. 2-76. - Alternate code enforcement procedures.

(a) *Issuance of citations.* A code inspector, code compliance officer or police officer is authorized to issue a citation to a person when, based on personal investigation, the code inspector, code compliance officer or police officer has reasonable cause to believe that the person has committed a civil infraction in violation of a duly enacted code or ordinance. The special magistrate will hold a hearing on the violation alleged in the citation if the citation is contested or if the fine is not paid within the time specified in the citation. ~~and this citation will be heard by the county court.~~

(b) *Reserved Notice.* ~~Prior to issuing a citation, a code inspector, code compliance officer or police officer shall provide notice to the person that has committed a violation of a code or ordinance and shall establish a reasonable time period within which the person must correct the violation. Such time period shall be no more than~~

~~30 days. If, upon personal investigation, a code inspector, code compliance officer or police officer finds that the person has not corrected the violation within the time period allowed, the code inspector, code compliance officer or police officer may issue a citation to the person who has committed the violation. If the code inspector, code compliance officer or police officer has reason to believe that the violation presents a serious threat to the public health, safety, or welfare, or if the violation is irreparable or irreversible, the code inspector, code compliance officer or police officer is not obligated to provide the person with a reasonable time period within which to correct the violation prior to the issuance of the citation.~~

(c) *Form of citation.* The citation issued by the code inspector, code compliance officer or police officer shall be in the form prescribed by the town and shall contain the following:

- (1) The date and time of issuance.
- (2) The name and address of the person to whom the ~~this~~ citation is issued.
- (3) The date and time the civil infraction was committed and the facts constituting reasonable cause.
- (4) The number or section of the code or ordinance violated.
- (5) The name and authority of the code inspector, code compliance officer or police officer.
- (6) The procedure for the person to whom the citation is issued to follow in order to pay the civil penalty or contest the citation.
- (7) The applicable civil penalty if the person to whom the citation is issued elects to contest the citation and is found to have committed the civil infraction after a hearing before the special magistrate.
- (8) The applicable civil penalty if the person to whom the citation is issued elects not to contest the citation.
- (9) A conspicuous statement if the person fails to pay the civil penalty within the time allowed or fails to appear before the town's special magistrate ~~in court~~ to contest the citation, ~~he~~ the person to whom the citation is issued shall be deemed to have waived their ~~his~~ right to contest the citation and that, in such

case, judgment may be entered against the person to whom the citation was issued for an amount up to the maximum civil penalty.

- (d) *Disposition by the special magistrate county court*. After issuing a citation to an alleged violator, a code inspector, code compliance officer or police officer shall provide ~~deposit~~ the original citation and one copy of the citation to the town's code enforcement division for further ~~with the county court for further~~ disposition.
- (e) *Schedule of violations and penalties*. The town has deemed the following sections of the Code to be enforceable through these alternate code enforcement procedures ~~the citation method~~ in addition to the enforcement procedure provided in Sec. 2-70 ~~code compliance special magistrate method~~ and has provided a schedule of violations and civil penalties to be assessed in the event these alternate code enforcement procedures are ~~the citation method of code compliance is~~ utilized, as follows:

***Class I offenses—\$50.00***

- Sec. 10-1—Keeping a nuisance (animals).
- Sec. 10-26—Running at large prohibited (dogs): first offense.
- Sec. 10-27—Prohibited on beaches (dogs): first offense.
- Sec. 10-28—Removal of feces (pet): first offense.
- Sec. 10-30—County license required (dogs and cats).
- Sec. 18-42—Approved application required (solicitors): first offense.
- Sec. 18-44—Issuance; expiration of permit (failure of solicitors to carry permit).
- Sec. 42-2—Littering; first offense.
- Sec. 42-41—Noise disturbances prohibited generally.
- Sec. 42-42—Specific prohibitions (noise): first offense.
- Sec. 42-43—Decibel measurement standards for noise other than operating motor vehicles: first offense.
- Sec. 42-44—Amplified noise upon public streets prohibited: first offense.
- Sec. 48-2—Park property (no fishing from gazebo): first offense.
- Sec. 48-3—Sanitation (trash): first offense.

Sec. 48-6—Behavior (intoxicating beverages, fireworks and explosives, loitering and boisterousness, vending and peddling, signs on town park or beach property): first offense.

Sec. 48.7—Park operating policy (park hours): first offense.

Sec. 54-30—Parking (garage sale).

Sec. 70-4—Identification of commercial vehicles.

Sec. 70-32—Parking prohibitions: penalties.

***Class II offenses—\$75.00***

Sec. 10-26—Running at large prohibited (dogs): second offense.

Sec. 10-27—Prohibited on beaches (dogs): second offense.

Sec. 10-28—Removal of feces (pet): second offense.

Sec. 18-42—Approved application required (solicitors): second offense.

Sec. 42-2—Littering: second offense.

Sec. 42-42—Specific prohibitions (noise): second offense.

Sec. 42-43—Decibel measurement standards for noise other than operating motor vehicles: second offense.

Sec. 42-44—Amplified noise upon public streets prohibited: second offense.

Sec. 48-2—Park property (no fishing from gazebo): second offense.

Sec. 48-3—Sanitation (trash): second offense.

Sec. 48.7—Park operating policy (park hours): second offense.

***Class III offenses—\$125.00***

Sec. 10-26—Running at large prohibited (dogs): third offense.

Sec. 10-27—Prohibited on beaches (dogs): third offense.

Sec. 10-28—Removal of feces (pets): third offense.

Sec. 18-42—Approved application required (solicitors): third offense.

Sec. 42-2—Littering: third offense.

Sec. 42-42—Specific prohibitions (noise): third offense.

Sec. 42-43—Decibel measurement standards for noise other than operating motor vehicles: third offense.

Sec. 42-44—Amplified noise upon public streets prohibited: third offense.

Sec. 48-2—Park property (no fishing from gazebo): third offense.

Sec. 48-3—Sanitation (trash): third offense.

Sec. 48.7—Park operating policy (park hours): third offense.

Sec. 62-1—Obstruction prohibited.

Sec. 62-3—Damaging streets prohibited.

Sec. 70-52—Parking on streets unlawful.

Sec. 70-75—Unregistered vehicles prohibited.

***Class IV offenses—\$250.00***

Sec. 6-4—Hours of sale (alcoholic beverages).

Sec. 6-5—Possession or consumption in parking lots prohibited (alcoholic beverages).

Sec. 6-6—Consumption or possession in and upon public property prohibited: exceptions (alcoholic beverages).

Sec. 10-26—Running at large prohibited (dogs): fourth or subsequent offense.

Sec. 10-27—Prohibited on beaches (dogs): fourth or subsequent offense.

Sec. 10-28—Removal of feces (pets): fourth or subsequent offense.

Sec. 18-42—Approved application required (solicitors): fourth or subsequent offense.

Sec. 18-46—Prohibited acts (solicitors).

Sec. 42-2—Littering: fourth or subsequent offense.

Sec. 42-42—Specific prohibitions (noise): fourth or subsequent offense.

Sec. 42-43—Decibel measurement standards for noise other than operating motor vehicles: fourth or subsequent offense.

Sec. 42-44—Amplified noise upon public streets prohibited: fourth or subsequent offense.

Sec. 48-2—Park property (no fishing from gazebo): fourth or subsequent offense.

Sec. 48-3—Sanitation (trash): fourth or subsequent offense.

Sec. 48-4—Traffic (parks and parkway).

Sec. 48.7—Park operating policy (park hours): fourth or subsequent offense.

Sec. 82-32—Vehicles prohibited (beach).

Upon receipt of a citation, the person alleged to have committed a civil infraction ~~violated the town code~~ may request a hearing before the town's special magistrate court



appearance. The ~~special magistrate county court judge~~ may assess the maximum civil penalty not to exceed \$500.00 if it is determined that the civil infraction was committed by the person ~~contested~~. If the citation is not contested, the amount of fine is the face value of the citation plus the town's administrative costs.

- (f) *Code violations—Civil infractions*. All violations of this Code shall be considered as civil infractions with a maximum civil penalty not to exceed \$500.00.
- (g) *Citation contested—Special Magistrate. ~~County court~~*. Should any person receiving a citation desire to contest same, such person shall have the right to appear before the town's special magistrate ~~in county court~~ in order to present his their case and have the determined position made by the town's special magistrate court.
- (h) *Failure to accept citation—Misdemeanor*. Any person who willfully refuses to sign and accept a citation issued by a code inspector, code compliance officer or Palm Beach County Sheriff's deputy police officer shall be guilty of a misdemeanor of the second degree, punishable as provided in F.S. § 775.082 or § 775.083.
- (i) *Citations not applicable to certain portions of building code*. The provisions of this section shall not apply to enforcement pursuant to sections 553.79 and 553.80 of the building codes adopted pursuant to section 553.73 as they apply to construction, provided that a building permit is either not required or has been issued by the municipality. For the purpose of this subsection, "building" codes means only those codes adopted pursuant to section 553.73.
- (j) The provisions of this section are additional and supplemental means of enforcing municipal codes and ordinances and may be used for the enforcement of any code or ordinance or for the enforcement of all codes and ordinances except as set forth hereinabove. Nothing contained in this section shall prohibit the town from enforcing its codes or ordinances by any other means.

# TOWN OF LAKE PARK, FLORIDA

CITATION NO. **2213**

DAY OF WEEK	MONTH	DAY	YEAR	TIME	<input type="checkbox"/> AM <input type="checkbox"/> PM
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FIRST NAME (Print)	MIDDLE INITIAL	LAST NAME (Violator)
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STREET ADDRESS	CITY	STATE	ZIP
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TEL. NO.	DATE OF BIRTH	RACE	SEX	HEIGHT
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VEHICLE TAG NO. OR VEHICLE ID NO.	MAKE/MODEL	COLOR
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LOCATION OF VIOLATION (If different from above)	CODE SEC.
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DESCRIPTION
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<input type="checkbox"/> REPEAT VIOLATION \$500.00	FINE:
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This Citation is issued pursuant to Chap. 162 F.S.; Chap. 316 F.S., and Chap. 9, Sec. 9-71 of the Town of Lake Park Code of Ordinances.

You may avoid having to appear at a quasi-judicial hearing before the Town's Special Magistrate on the violations charged herein by paying the civil penalty in the amount of \$\_\_\_\_\_ by either cash or a check made payable to the "Town of Lake Park" within ten (10) days of the date on this Citation. Payments may be mailed or hand delivered to the Town of Lake Park, Finance Department, 535 Park Avenue, Lake Park, FL 33403. DO NOT MAIL CASH.

In the event you fail to pay the penalty, your check fails to clear, or you wish to contest the Citation, you are hereby commanded and summoned to appear before the Special Magistrate for a hearing on the violation(s) on \_\_\_\_\_ at 10:00 a.m. in the Town Commission Chambers at Town Hall, located at 535 Park Avenue, Lake Park, FL 33403. Administrative costs for the hearing may be assessed.

IF YOU FAIL TO EITHER PAY THE FINE IN THE AMOUNT STATED ON THIS CITATION, OR FAIL TO APPEAR AT THE HEARING TO CONTEST THE CITATION, YOU SHALL BE DEEMED TO HAVE WAIVED YOUR RIGHT TO A HEARING AND RIGHT TO CONTEST THE CITATION, AND A FINAL JUDGEMENT MAY BE ENTERED AGAINST YOU FOR AN AMOUNT UP TO THE MAXIMUM CIVIL PENALTY, TOGETHER WITH THE ADMINISTRATIVE COSTS. Any person who willfully refuses to sign and accept a Citation issued by a Code Compliance or Law Enforcement Officer shall be guilty of a misdemeanor of the second degree, punishable as provided in Sec. 775.082 F.S. or Sec. 775.083 F.S. (60 days in jail or \$500.00, or both).

SIGNATURE OF VIOLATOR	PRINTED NAME OF VIOLATOR
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SIGNATURE OF CODE COMPLIANCE OFFICER OR LAW ENFORCEMENT OFFICER
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**CODE**



Code Section	VIOLATION DESCRIPTION	FINE
10-32	Nuisance	\$100
10-153 and 10-154	Noise Disturbance	
	1 <sup>st</sup> Offense	\$250
	2 <sup>nd</sup> Offense (minimum of 30 minutes following 1st offense and within the same 24-hour period)	\$350
	3 <sup>rd</sup> Offense and every subsequent offense occurring a minimum of 30 minutes after the 3 <sup>rd</sup> offense and within the same 24-hour period after the 1 <sup>st</sup> offense	\$450
16-3	Unlawful trespass on public land	\$125
18-61	Domestic animals prohibited in park	\$50
18-85	Violation of permit terms for use of park	\$50
18-81	No permit for special event	\$250
20-32	No permit for garage sale	\$50
24-34	Illegal roll-off (residential)	\$250
24-74	Illegal roll-off (commercial)	\$250
24-8	Illegal dumping / littering	\$250
24-39	Overloaded sanitation container (Residential)  <u>Unpermitted placement of refuse and refuse containers for collection</u>	\$50
24-78	Overloaded sanitation container (Commercial)	\$50
30-2 and 31-9	Prohibited parking	\$50
31-9	Blocking Parking Aisle in the Marina	\$100
30-33	Commercial loading and unloading	\$250
30-35	Parking commercial vehicle in residential area	\$125
32-57	Illegal watering 1 <sup>st</sup> offense	\$50
32-57	Illegal watering 2 <sup>nd</sup> offense	\$250
32-57	Illegal watering 3 <sup>rd</sup> or more offense	\$500
34-6	Hatracking; tree topping	\$250
70-32	Sign code violation	\$125
2-320	No out of Town Business Registration	\$50
70-103(1)(c)	Garage/Yard Sale Signage Violation	\$50
76-95	Failure to pay Marina Overnight Parking Fee, or Marina Launching Ramp Fee	\$100 per violation

**AGREEMENT FOR LAW ENFORCEMENT SERVICES BY AND  
BETWEEN THE PALM BEACH COUNTY SHERIFF'S OFFICE  
AND THE TOWN OF PALM BEACH SHORES**

This Agreement is made by and between the TOWN OF PALM BEACH SHORES, a municipal corporation organized and existing under the laws of the State of Florida which municipality is wholly located within the boundaries of Palm Beach County, Florida (hereinafter referred to as "TOWN") and Ric L. Bradshaw, Sheriff of Palm Beach County Sheriff's Office, Florida, (hereinafter referred to collectively as "SHERIFF").

**W I T N E S S E T H:**

**WHEREAS**, the TOWN is desirous of maintaining a high level of competent professional law enforcement services in conjunction and harmony with its fiscal policies of sound, economical management; and

**WHEREAS**, the TOWN also desires that the law enforcement services be performed such that the citizens of the TOWN retain the sense of community they have enjoyed with their municipal police department; and

**WHEREAS**, the SHERIFF has agreed to provide the TOWN a high level of professional law enforcement services and the TOWN is desirous of contracting for such services upon the terms and conditions hereinafter set forth; and

**WHEREAS**, the TOWN is desirous of obtaining its law enforcement services through a contractual relationship with the SHERIFF.

**NOW, THEREFORE**, in consideration of the sums hereinafter set forth and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, **IT IS HEREBY AGREED AS FOLLOWS:**

**ARTICLE 1 – DEFINITIONS**

- 1.1 For the purposes of this Agreement, the following terms shall have the respective meanings hereinafter set forth:
- A. Sergeant shall mean an individual who is appointed by the SHERIFF as a deputy sheriff who shall plan, direct, patrol, supervise, and/or perform the activities of a deputy sheriff as set forth in Article 2 of this Agreement.
  - B. Deputy Sheriff shall mean an individual, other than those described in A, above, who is appointed by the SHERIFF in accordance with Section 30.07, Florida Statutes, and who has executed any necessary oath which is required by law to serve in the position of a certified law enforcement deputy sheriff

and perform the duties and responsibilities as set forth in Article 2 of this Agreement.

- C. District Office shall mean the law enforcement office space provided by the TOWN as set forth in Article 5, located within the TOWN boundaries.
- D. Service shall mean comprehensive law enforcement protection provided each day of the year on a twenty-four (24) hour per day basis.
- E. Mayor shall mean the chief administrative officer of the TOWN and shall include any individual employed by the TOWN or any contracted third party who is delegated to perform the duties and responsibilities of the management and oversight of the TOWN functions related to law enforcement services.

## **ARTICLE 2 – LEVELS OF SERVICE**

### **2.1 Law Enforcement Patrol Services:**

- A. The SHERIFF shall provide to the TOWN, for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, competent professional law enforcement services within and throughout the corporate limits of the TOWN to the extent and in the manner herein described.
- B. The SHERIFF shall assign personnel, through request and consultation with the TOWN, to provide the level of professional law enforcement services consistent with the level of service provided to the TOWN immediately prior to the commencement of this Agreement by its former Police Department, as established in Exhibit A, attached hereto and incorporated herein, or as such service has been supplemented and enhanced as a result of this Agreement and any amendments and supplements thereto.
- C. Law enforcement services shall encompass all those duties and functions of the type coming within the jurisdiction of, and customarily provided by, municipal police departments, which include receiving of 911 calls, dispatch of calls for law enforcement services, arrest of criminal offenders and citations issued to traffic violators, PAL, traffic control, testifying in court, community policing, high visibility patrol within the TOWN (including all TOWN facilities and parks), and other duties in accordance with the SHERIFF'S general orders, the TOWN Charter and Ordinances, Palm Beach County Charter and Ordinances that are applicable within the TOWN, and statutes of the State of Florida. Sheriff's deputies will enforce Town Ordinances to the extent the ordinance authorizes arrest and provides for fines and/or imprisonment, as set forth in Chapter 162, Florida Statutes. Performance of all duties of sheriff's deputies shall be in accordance with Sheriff's Office General Orders and any applicable Collective Bargaining Agreement.

Additionally, law enforcement patrol services shall encompass response to alarm calls, and the SHERIFF shall respond to alarm calls consistent with the Palm Beach County Alarm Ordinance as it may from time-to-time be amended.

- D. The SHERIFF shall provide the TOWN, upon the request of the TOWN, such supplemental law enforcement services of a deputy sheriff beyond those services described herein, as may be needed from time-to-time that cannot be accommodated through flexible scheduling of on-duty sheriff's deputies. Those services typically include, but are not limited to, providing services at:

1. Town Council meetings.
2. Board and Committee meetings.
3. Special Events sponsored by the TOWN.

- E. All deputies assigned to the TOWN OF PALM BEACH SHORES shall remain within the corporate limits of the TOWN OF PALM BEACH SHORES, unless otherwise dictated by operational necessity.

- F. Direct law enforcement patrol supervision shall be provided by the assignment of a Sergeant or higher ranking officer each day of the year, twenty-four (24) hours per day.

- G. The District Office shall optimally be open during normal business hours, Monday through Friday, from the hours of 8:30 a.m. until 4:30 p.m.

- H. Transfer of Current Vehicle Fleet and Equipment:

Within 45 days of the Effective Date, the TOWN shall transfer title and ownership interest of the TOWN'S current furnishings, equipment, police vehicles (including attached equipment, such as light bars and cages) and radios to the SHERIFF in an "as is" condition.

- I. Re-transfer of Equipment, Vehicle Fleet and Facilities:

Upon the expiration or earlier termination of this Agreement, SHERIFF shall return to the TOWN all previously transferred equipment, vehicles, radios and facilities used by SHERIFF in performing law enforcement related services, free and clear of all Liens, or the value agreed to on the inventory transfer sheet at the time of re-transfer of such equipment, vehicles or facilities. Any equipment, supplies, and vehicles furnished or purchased by the SHERIFF shall remain the property of the SHERIFF.

- J. Each patrol unit shall prominently display on the vehicle's exterior "TOWN OF PALM BEACH SHORES" and the town logo, designed to match the scheme of Sheriff's vehicles.

## 2.2 Executive and Administrative Services:

- A. Without impairing the rights of the SHERIFF as an employer as provided in Article 4, the SHERIFF will review with and receive input from the TOWN prior to the selection of the Sergeant, who shall regularly meet and confer with the Mayor.
- B. Performance of all duties and responsibilities of the Sergeant shall be in accordance with SHERIFF'S general orders, any applicable collective bargaining agreements, and this Agreement.

## 2.3 Administrative Responsibilities:

- A. The Sergeant or designee will notify the Mayor, and the Town Commission in a timely manner of any major/significant crimes, incidents, or emergencies that occur within the TOWN.
- B. The Sergeant shall provide semi-annual reports to the TOWN consisting of data and analysis of town law enforcement service activity, segregated by type and geographic locations where applicable, to include:
  - 1. Calls for service by time of day, geographic location, day of the week, and type.
  - 2. Reported incidents, criminal and non-criminal, by category.
  - 3. Number and types of arrests.
  - 4. Traffic crashes.
  - 5. Traffic citations.
  - 6. Response times to emergency calls by priority classification.
  - 7. Number and type of special/additional enforcement activities.
  - 8. Law Enforcement Forfeiture activity.
  - 9. Monthly expenditure reports.
  - 10. Monthly overtime reports.
- C. A formal analysis of law enforcement-related trends and indicators shall be prepared and presented to the TOWN on a semi-annual basis by the SHERIFF

or designee and shall include the data, analysis, and reporting set forth in Section B above.

1. The TOWN may, at its sole discretion and cost, cause the analysis to be prepared by the TOWN in addition to the analysis prepared by the SHERIFF.
  2. The SHERIFF shall provide any and all available data, in accordance with Florida law, to complete the analysis as requested by the TOWN.
- D. The TOWN and SHERIFF recognize that competent professional law enforcement services require flexibility in order to meet society's challenge to combat crime and other social conditions. Therefore, the Sergeant shall have the discretion to determine, after consultation with the TOWN, staff allocation and assignments in alignment with ongoing law enforcement activity analysis. Current Palm Beach Shores officers will remain allocated to the Town for a period of no less than 24 months, unless an operational/training necessity presents itself. If a variance is required, justification will be discussed with the Mayor so there is clarity why such action(s) is/are necessary.
- E. The, Sergeant or designee shall be responsible for attending all Town Council Meetings, community meetings and meetings with town staff which involve issues of mutual concern or when needed to provide advice or consent on law enforcement issues and all other meetings so designated by the Mayor. The PBSO District 3 Command Staff (Captain or Lieutenant.) will also be available to attend these meetings with proper notice.
- F. From time to time, with responsible notice, the SHERIFF, or Executive Staff Member, shall meet with the TOWN to discuss law enforcement issues related to services impacting the TOWN.

#### 2.4 Fiscal Responsibilities:

- A. The SHERIFF shall provide to the TOWN a proposed costing for renewal of law enforcement services no later than May 31st prior to each fiscal year through the term of the agreement.
- B. Annual staffing adjustments for deputy sheriffs in the SHERIFF'S proposed costing renewal of law enforcement services shall be supported by crime and law enforcement activity analysis. All changes in staffing allocations must be approved by the Town Council.
- C. Emergency purchases and unanticipated repairs not included in the compensation provided for in this Agreement shall be justified and forwarded to the Town's Treasurer for consideration.



- 2.5 The SHERIFF shall furnish to and maintain for the benefit of the TOWN, without additional cost therefore, all necessary labor, supervision, equipment, vehicles, and supplies necessary and proper for the purpose of performing the services, duties, and responsibilities set forth and as necessary to maintain the level of service to be rendered hereunder, except as included under Article 5.
- 2.6 EVIDENCE: All evidence currently in the custody of the TOWN shall be transferred to the custody of the SHERIFF. The SHERIFF with the assistance of the TOWN will conduct a 100% inventory of all evidence to ensure compliance with all Florida State Statutes, SHERIFF'S general orders, and Commission for Florida Law Enforcement Accreditation standards.

### **ARTICLE 3 – ANCILLARY SERVICES**

- 3.1 The following Ancillary Services shall be provided to the TOWN at no additional cost to the TOWN when the SHERIFF reasonably believes such are necessary or desirable:
1. Full service crime lab.
  2. Aviation and helicopter unit.
  3. Organized Crime investigations (includes Vice & Narcotics).
  4. Prisoner and jails services.
  5. Criminal Investigations.
  6. Marine Patrol.
  7. Community Policing.
  8. Evidence Custodian.
  9. Other support services, such as Traffic Homicide, Police Athletic League (PAL), Equine Patrol, Administrative Support, Canine, etc. (as available to other SHERIFF districts or law enforcement jurisdictions).

### **ARTICLE 4 – OTHER RESPONSIBILITIES**

- 4.1 Employment Responsibility:
- A. Unless otherwise provided herein, those persons presently employed by the TOWN, to the extent their positions are identified in Exhibit A, (Palm Beach County Sheriff's Office Staff) and who are designated for employment in performance of such services, functions and responsibilities as described and

contemplated herein for the TOWN shall be and become PALM BEACH COUNTY SHERIFF'S OFFICE employees on the effective date of this Agreement, if they meet the SHERIFF'S standards for employment, including but not limited to background investigation, psychological evaluation and drug screening. All such designated persons meeting these standards and who become Sheriff's Office employees will be subject to completing a one year probationary period and must successfully complete any applicable FTO programs. Civilian Employees will be subject to completing a one year probationary period from the date of hire with the Sheriff's Office.

- B. On the effective date of this Agreement, the SHERIFF shall be responsible for all insurance benefits, compensation, and/or any status or right during the course of employment with the SHERIFF, which accrue on or after the Effective Date of this Agreement. Accordingly, the TOWN shall not be called upon to assume any liability for, or direct payment of, any salaries, wages, contribution to pension funds (as provided herein) or to the Florida Retirement System, insurance premiums or payments, workers' compensation benefits under Chapter 440, Florida Statutes, or any other amenities of employment to any SHERIFF personnel performing services, duties, and responsibilities hereunder for the benefit of the TOWN and residents thereof. Notwithstanding, the TOWN shall be and remain responsible for the payment of salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits, or any other amenities of employment for its former employees, when such right or claim accrued during employment with the TOWN or from incidents which occurred prior to the Effective Date of this Agreement.
- C. All employees electing to participate in the Florida Retirement System shall be bound to all statutory and administrative procedures regulating FRS.
- D. At the commencement of this Agreement, employees transferring employment may transfer to the SHERIFF only those accrued hours of unused sick leave or annual leave consistent with the SHERIFF'S policies and procedures. Said employees shall start employment with the SHERIFF with a zero base of compensatory time and holiday time. Any excess sick leave, annual leave, compensatory time and/or holiday pay accrued while employed with the TOWN, pursuant to town policy, shall be paid by the TOWN to the transferring employee.
- E. If necessary, further clarification regarding the method of calculation of pension contributions and leave accruals may be set forth or further explained in a letter of understanding.
- F. SHERIFF shall credit all employees with seniority privileges for vacation selection and eligibility for Career Deputy as if they were hired by SHERIFF on the date they were hired by the TOWN as Police Officers. SHERIFF will

credit employees with seniority privileges for promotional opportunities after one year from the commencement of the Term of this Agreement, as if they were hired by SHERIFF on the date they were hired by the TOWN. Employees will begin earning credit toward longevity pay, merit leave and payment for unused sick leave after continuous employment by the SHERIFF for a period of 24 months following the Effective Date of this Agreement.

- G. All persons presently employed by the TOWN, who meet PBSO standards and who become PBSO employees, shall thereafter no longer be a member of, or subject to, any unions or collective bargaining units endemic to their employment with the TOWN.

#### 4.2 Employment: Right of Control:

- A. The SHERIFF shall have and maintain the responsibility for and control of the delivery of services, the standards of performance, the discipline of personnel, and other matters incident to the performance of services, duties, and responsibilities as described and contemplated herein.

#### 4.3 Assignment of Police Powers:

- A. The TOWN does hereby vest in each deputy sheriff, to the extent allowed by law, the police powers of the TOWN which are necessary to implement and carry forth the services, duties, and responsibilities imposed upon the SHERIFF hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such deputy sheriff. Every sworn deputy of the SHERIFF so empowered hereby and engaged in the performance of the services, duties and responsibilities described and contemplated herein shall be deemed to be sworn officers of the TOWN while performing such services, duties and responsibilities which constitute municipal functions and are within the scope of this Service Agreement.

#### 4.4 Employee Claims:

- A. The TOWN shall disclose any and all current or potential disputes, grievances, charges, complaints or proceedings, involving any employee or any collective bargaining representative of the employees, which would have a material adverse effect on this Agreement or the TOWN'S or SHERIFF'S obligations hereunder.
- B. The TOWN shall disclose any and all current or potential claims by any employee, who may become an employee of the SHERIFF, against the TOWN and known to the TOWN on account of (a) overtime pay, other than overtime pay for the current payroll period; (b) wages or salary for any period other than the current payroll period; (c) vacation, compensatory time, time off or pay in lieu of vacation or time off, other than that earned in

respect of the current calendar year; or (d) any violation of any applicable law relating to minimum or maximum hours of work.

- C. The TOWN shall disclose all employee claims for accrued and unpaid sick days, accrued and unpaid vacation days, accrued and unpaid personal days, other accrued leave time and compensatory time, and all other employee claims or potential claims, by any town employee who may become an employee of the SHERIFF.
  - D. All such disclosures by the TOWN shall be provided to the SHERIFF prior to the Effective Date of this Agreement.
  - E. The TOWN shall be and remain responsible for all claims resulting from incidents which occurred prior to the Effective Date of this Agreement, whether or not such claims were filed prior to the Effective Date.
- 4.5 The SHERIFF shall provide to the TOWN access to Power DMS the agency wide document management system, regarding General Orders, Policy and Procedure, Rules and Regulations, and other agency documents that require review, to the extent that such documents are a public record.

## **ARTICLE 5 – TOWN RESPONSIBILITIES**

### **5.1 District Office Space:**

- A. The TOWN agrees to maintain and keep in good repair, or cause to be maintained or repaired, to include necessary building/ground maintenance, pest control, alarm services, and janitorial services for those facilities designated as the District Office. The SHERIFF shall maintain the District Office in a clean condition, free from debris, with normal use excepted. In the event the SHERIFF, his employees, or appointees destroy, deface, damage, impair, or remove any part of the District Office, the SHERIFF will be responsible, to the extent permitted by law, for repairing or replacing such property.
- B. Future space planning shall be coordinated with the SHERIFF and the TOWN. The final decision shall be the responsibility of the TOWN.
- C. Any fixtures, furnishings, and equipment, or other property located in the District Office purchased by the SHERIFF for the District Office either before or during the term of this Service Agreement, are and will remain the property of the SHERIFF. Any fixtures, furnishings, and equipment purchased by the TOWN are and will remain the property of the TOWN, unless otherwise donated or released to the SHERIFF.

- D. The use and occupancy by the SHERIFF of the District Office shall include the use in common with others entitled thereto of the automobile parking areas, driveways, pathways, entranceways, means of ingress and egress, loading and unloading facilities, and other facilities as may be designated from time to time by the TOWN; subject, however, to the terms and conditions of this Service Agreement.
- E. The TOWN shall, during the term of this Agreement, at its sole cost and expense, maintain appropriate insurance coverage to include general liability and fire and casualty coverage, either through a commercial insurance carrier or a self insurance program of sufficient coverage, to protect the TOWN and the SHERIFF in the event of claims relating to the District Office or damage/destruction of the District Office provided to the SHERIFF under this Agreement. The TOWN shall provide a copy of its insurance policy to the SHERIFF within thirty (30) days of the effective date of this Agreement.
- F. If for any reason the TOWN fails to provide the SHERIFF with a District Office as required above, the SHERIFF is relieved from his obligation to provide, inside the boundaries of the TOWN, those contracted or future contracted administrative services, including all positions indicated in this agreement, and such other services which require a physical structure within the TOWN.
- G. The TOWN'S failure to provide the SHERIFF with a District Office will require the Sheriff's Deputies to attend roll call at the SHERIFF'S headquarters, and any additional travel time incurred will, as agreed upon by the TOWN and the SHERIFF, be either part of the contracted hours or will be billed at the contracted hourly rate.

5.2 Town ordinances as adopted, will be readily available and accessible to deputies along with timely updates via the Town's automated computer based program.

## **ARTICLE 6 – CONSIDERATION**

- 6.1 The total cost for 12 months is \$1,648,378.00. The total amount due for all services beginning November 01, 2019 through September 30, 2020 (except those costs identified and funded in Article 6.5) shall be \$1,511,013.00. The Monthly payments shall be \$137,364.82. The last monthly payment shall be \$137,364.80.
- 6.2 The total amount due for all law enforcement services for subsequent years shall be based upon the proposal submitted by the SHERIFF, as set forth in Article 2, Section 2.4, during the town's budget process and approved by the Town Council. However, for contract years beginning 2021, and 2022, the annual increase shall not be more than 2% for each year; for contract years beginning 2023, and 2024, the annual increase shall be from 2% to 5% for each year; and the annual increase shall not be more than 5% for each contract year beginning 2025 to 2029.

- 6.3 Additional law enforcement services shall be compensated at a rate of \$90.00 per hour and will be billed by the SHERIFF to the TOWN on a monthly basis. This rate is subject to annual review and change upon agreement between the TOWN and SHERIFF.
- 6.4 The SHERIFF shall invoice the TOWN within ten (10) days of the close of each month. Payments shall be made in equal monthly increments and shall be remitted to the SHERIFF before the 25<sup>th</sup> day of the month preceding the month of service.
- 6.5 The TOWN shall fund the cost of any third-party agreements requested by the TOWN related to the performance of this Law Enforcement Services Agreement, including additional crime analysis and audit functions as determined necessary and approved by the TOWN.
- 6.6 The consideration recited herein constitutes the entire consideration to be paid herein under and upon the payment thereof, in the manner and at the times prescribed herein.

#### **ARTICLE 7 – AUDIT OF RECORDS**

- 7.1 The TOWN may, upon reasonable notice to the SHERIFF, examine the existing SHERIFF'S records relating to the services provided pursuant to the terms of this Agreement.
- 7.2 Records not prepared by the SHERIFF in the ordinary course of business may be provided as the TOWN and the SHERIFF may agree.
- 7.3 The TOWN may elect to perform the audit itself or to have an outside third party do so.

#### **ARTICLE 8 – FINES AND FORFEITURES**

- 8.1 Law Enforcement Education Funds:

All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for the TOWN pursuant to Section 938, Florida Statutes, shall be assigned over to the SHERIFF and used by the SHERIFF for the law enforcement education purposes for those officers assigned to the TOWN. Apart from such funds, the SHERIFF shall have no claim or right to any other monies or things of value which the TOWN receives or may hereinafter receive by way of entitlement programs, grants, or otherwise in connection with police or law enforcement activities.

**8.2 Chapter 316, Florida Statutes, Fines:**

All fines and forfeitures levied and collected pursuant to Chapter 316 Florida Statutes, as the same may be amended from time-to-time, shall be forwarded to the TOWN consistent with the distribution requirements of Section 318.21, Florida Statutes.

**8.3 Unclaimed Property:**

The TOWN and the SHERIFF do hereby acknowledge, one to the other, that nothing contained herein shall in anyway be construed to impair the TOWN'S right to the disposition of proceeds and forfeitures arising under the sale or disposition of unclaimed property by the TOWN or under any statutory or common law proceeding to which the TOWN would otherwise be entitled.

**8.4 Alarm Ordinance Fines and Fees:**

The TOWN shall be entitled to receive a portion of the fines and alarm permit revenues generated within the jurisdictional limits of the TOWN pursuant to the Palm Beach County Alarm Ordinance, as currently adopted and as it may be amended from time-to-time. The Sheriff will deduct a maintenance fee of twenty five percent (25%) from the proceeds of the alarm fines and alarm permit revenues for those costs associated with the administration of the alarm ordinance, which includes but is not limited to: Maintenance of equipment, postage, paper, envelopes and support staff related to the billing and processing of alarm permits.

**ARTICLE 9 – INSURANCE**

9.1 The SHERIFF is a self-insured entity pursuant to Chapter 768, Florida Statutes and will maintain sufficient general liability and automobile liability self-insurance funds as required by law.

9.2 Self-insurance funds necessary to cover general liability and automobile liability will remain throughout the term of this Agreement, as the same may be extended in accordance with provisions hereof.

**ARTICLE 10 – HOLD HARMLESS**

10.1 To the extent permitted by Florida law and without waiving any statutory and constitutional Sovereign Immunity protections, the SHERIFF holds the TOWN harmless from any and all manner of action and actions, cause and causes of action, suits, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the intentional or negligent acts of the employees or appointees of the SHERIFF while in the performance of this Agreement, and the SHERIFF shall indemnify the TOWN for any and all damages, judgments, claims, costs, expenses, including

reasonable attorneys' fees, which the TOWN might suffer in connection with or as a result of the intentional or negligent acts and the alleged intentional or alleged negligent acts of the employees or appointees of the SHERIFF while in the performance of this Agreement.

In no event shall the SHERIFF hold harmless or indemnify the TOWN from liability, suits, cause and causes of action, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or equity, which may result from or arise out of intentionally wrongful or negligent acts of the TOWN, its employees, agents, servants, visitors, and/or any other third parties.

- 10.2 To the extent permitted by Florida Law and without waiving any statutory and constitutional Sovereign Immunity protections, the TOWN holds the SHERIFF harmless from any and all manner of action and actions, cause and causes of action, suits, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the intentionally wrongful or negligent acts of the employees or appointees of the TOWN while in the performance of this Agreement and the TOWN shall indemnify the SHERIFF for any and all damages, judgments, claims, costs, expenses, including reasonable attorneys' fees, which the SHERIFF might suffer in connection with or as a result of the intentional or negligent acts and the alleged intentional or alleged negligent acts of the employees or appointees of the TOWN while in the performance of this Agreement.

In no event shall the TOWN hold harmless or indemnify the SHERIFF from liability, suits, cause, and causes of action, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or equity, which may result from or arise out of the intentional or negligent acts of the SHERIFF, its employees, agents, servants, visitors, and/or any other third parties.

## **ARTICLE 11 – INDEPENDENT CONTRACTOR**

- 11.1 The SHERIFF, for the purposes of this Agreement, is and shall remain an independent contractor; provided, however, such independent contractor status shall not diminish the power and authority vested in the SHERIFF and his Deputies pursuant to Article 4.

## **ARTICLE 12 – TERM**

- 12.1 This Agreement shall remain in full force and effect commencing November 01, 2019 and ending September 30, 2029 all dates inclusive, unless the Agreement is otherwise extended, amended or terminated in accordance with the terms thereof.
- 12.2 In the absence of a notice of termination in accordance with Article 13, this Agreement shall automatically renew annually subject to the costing proposal by the SHERIFF and subsequent approval by the TOWN.



## **ARTICLE 13 – TERMINATION**

- 13.1 The TOWN or the SHERIFF may terminate this Agreement with or without cause upon written notice to the other party of this Agreement; provided, however, that notice of such termination shall not be effective until after receipt of the written notice. Written notice shall be delivered by June 30, of any given year for termination to be effective on October 1, of that year. This written notice must be hand delivered and/or sent by Certified Mail, Return Receipt Requested, to the SHERIFF or the Mayor. If during the first twelve (12) months of this Agreement, the TOWN provides to the SHERIFF such written notice to cancel this Agreement, the SHERIFF shall be paid a cancellation charge to cover costs incurred by the SHERIFF, reasonably necessary for the performance of this Agreement. This cancellation charge shall be Two Hundred Fifty Thousand Dollars (\$250,000.00) and shall be paid on or before the termination date. Said cancellation charge is in addition to any compensation due for services rendered through the date of termination or equipment purchased by the TOWN pursuant to section 14.3.

## **ARTICLE 14 – TRANSITION**

- 14.1 In the event of the termination or expiration of this Agreement, the SHERIFF and the TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the SHERIFF'S Office to a town police department, and to maintain during such period of transition the same high quality of law enforcement services otherwise afforded to the residents of the TOWN pursuant to the terms hereof.
- 14.2 In the event of termination or upon expiration of this agreement, the TOWN shall retain ownership of all equipment, furnishing and fixtures funded and acquired through any separate agreement between the SHERIFF and the TOWN.
- 14.3 In the event of termination or upon expiration of this agreement, the TOWN shall have the option to purchase from the SHERIFF any equipment, fixtures, and furnishings furnished by the SHERIFF to perform the services provided under this Agreement. The purchase price shall be determined by mutual agreement of the parties as to the fair-market value of such equipment, fixtures, and furnishings.

## **ARTICLE 15 – AUTHORITY TO EXECUTE; NO CONFLICT CREATED**

- 15.1 The SHERIFF, by his execution hereof, does hereby represent to the TOWN that he has full power and authority to make and execute this Agreement pursuant to the power so vested in him under the Constitution and Laws of the State of Florida to the effect that:
- A. His making and executing this Agreement shall create a legal obligation upon himself and the Palm Beach County Sheriff's Office.

- B. This Agreement shall be enforceable by the TOWN according and to the extent of the provisions hereof.
- 15.2 Nothing herein contained and no obligation on the part of the SHERIFF to be performed hereunder shall in any way be contrary to or in contravention of any policy of insurance or surety bond required of the SHERIFF pursuant to the laws of the State of Florida.
- 15.3 The Town Mayor, by her execution hereof, does represent to the SHERIFF that she has full power and authority to make and execute this Agreement on behalf of the TOWN.
- 15.4 Nothing herein contained is any way contrary to or in contravention of the Charter of the TOWN or the laws of the State of Florida.

#### **ARTICLE 16 – NOTICE**

- 16.1 The persons to receive notice under this Agreement are:

**TOWN ADMINISTRATION:**

Myra Koutzen, Mayor  
Town of Palm Beach Shores  
247 Edwards Lane  
Palm Beach Shores, Florida 33404

**TOWN ATTORNEY:**

Keith W. Davis, Managing Shareholder  
Davis & Ashton, P.A.  
701 Northpoint Parkway Suite 205  
West Palm Beach, Florida 33407-1956

**SHERIFF:**

Ric L. Bradshaw  
Palm Beach County Sheriff's Office  
3228 Gun Club Road  
West Palm Beach, Florida 33406

**SHERIFF'S ATTORNEY:**

Department of Legal Affairs  
Palm Beach County Sheriff's Office  
3228 Gun Club Road  
West Palm Beach, Florida 33406

## **ARTICLE 17 – NON-ASSIGNABILITY**

- 17.1 The SHERIFF shall not assign any of the obligations or benefits imposed hereby or contained herein, unless upon the written consent of the Town Council, which consent must be evidenced by a duly passed resolution.

## **ARTICLE 18 – THIRD PARTIES**

- 18.1 In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any of the parties to this Agreement arising from the performance of the obligation and responsibilities of the parties herein or for any other reason.

## **ARTICLE 19 – JOINT PREPARATION**

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

## **ARTICLE 20 – FAILURE TO DISCLOSE**

- 20.1 The TOWN shall disclose to the SHERIFF complete and accurate information requested by or necessary to the SHERIFF in order to perform the services contracted for in this Agreement. The TOWN understands that the level of service, the amount of consideration established and the terms of the Agreement are based, in part, upon the information provided by the TOWN. The TOWN agrees to indemnify the SHERIFF, and be responsible for any claim, damages, costs or expenses incurred by the SHERIFF arising out of, or related to, the TOWN'S failure to disclose complete and accurate information to the SHERIFF.

## **ARTICLE 21 – ENTIRE AGREEMENT**

- 21.1 The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and agreement of the parties with respect hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Agreement is executed.

IN WITNESS WHEREOF, the parties hereto execute this instrument, at the time set forth below.

ATTEST:

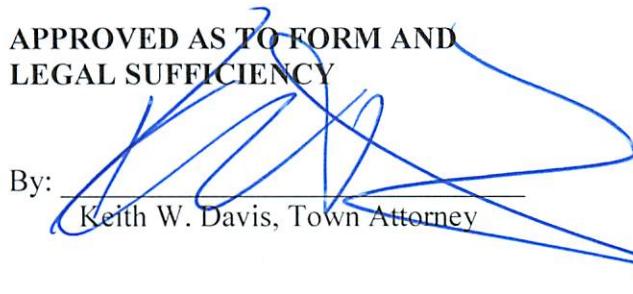
TOWN OF PALM BEACH SHORES

By:   
Evyonne Browning, Town Clerk

By:   
Myra Koutzen, Mayor

Dated: Aug. 19, 2019

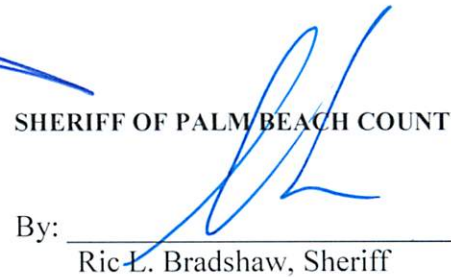
APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:   
Keith W. Davis, Town Attorney

ATTEST:

SHERIFF OF PALM BEACH COUNTY

By:   
Ronald Mattino, Major

By:   
Ric L. Bradshaw, Sheriff

Dated: 8-20-19

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:  #7008  
Sheriff's Attorney

Exhibit A\*

Previous Palm Beach Shores Allocations		Current District 20 Allocations	
Title	Quantity	Title	Quantity
Chief of Police	1	N/A	N/A
Sergeant	2	Sergeant	1
Patrol K9 Officer	1	Patrol K9 Deputy	0
Police Officer	7	Deputy Sheriff	10
<b>TOTAL</b>	<b>11</b>	<b>TOTAL</b>	<b>11</b>

\* This Exhibit A is adopted as part of the agreement effective November 01, 2019.



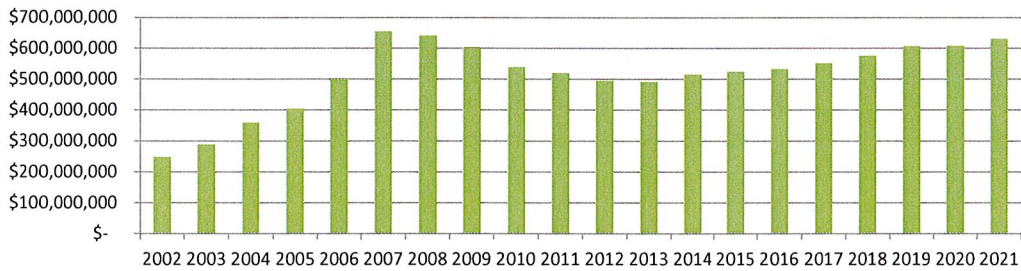
## **FY2021 Budget Workshop #1**

1. Budget Graphs
  - Millage Rates and Assessed Property Values
  - Taxable Values by Property Type
  - Revenue – Historical by Type
  - Fund Balance – Historical
2. Fund Balance Analysis – This explains the projected Fund Balance at 9/30/20 and what is available to use.
3. Revenue – Detailed proposed revenue budget for FY2021.
4. Capital Plan FY2021
  - Summary of Requested Capital for FY2021.
  - Entire 5 Year Capital Plan – Please review. We will not review this in detail during the meeting to save time. Please ask any questions you may have about it.
5. Budget Summary – This summary includes the revenue and capital that were presented herein. The other expenditures are rough and have been generated to give you an idea of what we are looking at for FY2021 since you will vote on a *preliminary* millage rate at the July Commission meeting.
6. Millage Rate Options

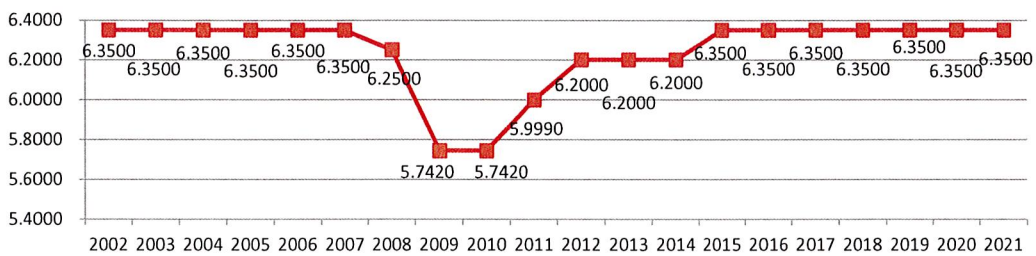
**Town of Palm Beach Shores**  
**Millage Rates and Assessed Property Values**

As of Jan. 1st	FYE 9/30	Millage Rate	Property Value	% change	Ad Valorem Taxes	% change
2001	2002	6.3500	\$ 247,596,227		\$ 1,489,812	
2002	2003	6.3500	\$ 287,935,402	16.29%	\$ 1,777,349	19.30%
2003	2004	6.3500	\$ 358,389,788	24.47%	\$ 2,198,421	23.69%
2004	2005	6.3500	\$ 404,121,628	12.76%	\$ 2,465,149	12.13%
2005	2006	6.3500	\$ 499,406,661	23.58%	\$ 3,047,548	23.63%
2006	2007	6.3500	\$ <b>654,614,070</b>	31.08%	\$ 3,853,792	26.46%
2007	2008	6.2500	\$ 640,761,488	-2.12%	\$ 3,616,745	-6.15%
2008	2009	5.7420	\$ 601,434,387	-6.14%	\$ 3,339,709	-7.66%
2009	2010	5.7420	\$ 538,678,481	-10.43%	\$ 2,968,277	-11.12%
2010	2011	5.9990	\$ 519,202,243	-3.62%	\$ 3,015,410	1.59%
2011	2012	6.2000	\$ 493,692,126	-4.91%	\$ 3,036,401	0.70%
2012	2013	6.2000	\$ 490,267,604	-0.69%	\$ 2,961,658	-2.46%
2013	2014	6.2000	\$ 514,156,154	4.87%	\$ 3,077,398	3.91%
2014	2015	6.3500	\$ 524,241,012	1.96%	\$ 3,235,768	5.15%
2015	2016	6.3500	\$ 532,159,958	1.51%	\$ 3,263,255	0.85%
2016	2017	6.3500	\$ 550,964,010	3.53%	\$ 3,342,484	2.43%
2017	2018	6.3500	\$ 575,325,300	4.42%	\$ 3,475,900	3.99%
2018	2019	6.3500	\$ 606,605,958	5.44%	\$ 3,664,900	5.44%
2019	2020	6.3500	\$ 607,470,178	0.14%	\$ 3,670,100	0.14%
2020	2021	<b>6.3500</b>	\$ 630,680,903	3.82%	<b>\$ 3,810,400</b>	3.82%

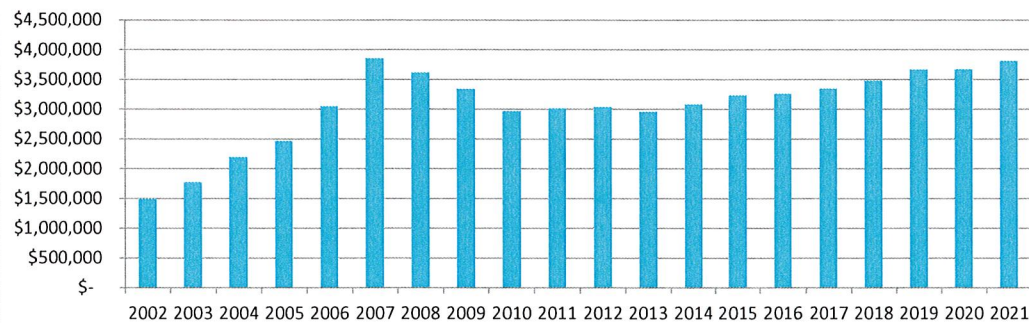
**Property Value**



**Millage Rate**



**Ad Valorem Taxes**

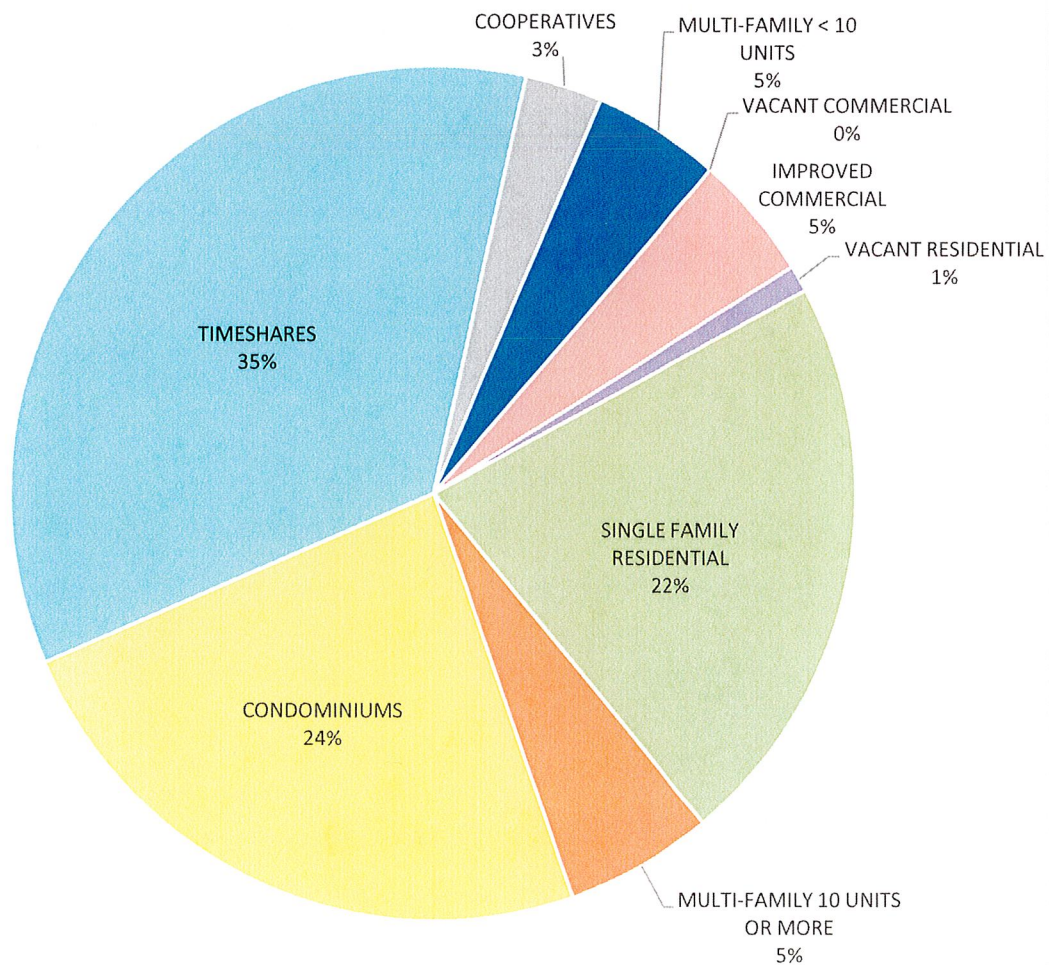




**Town of Palm Beach Shores**  
**Taxable Values**

CATEGORY	% of Town	2020 TAX ROLL	2019 TAX ROLL	CHANGE	%
VACANT RESIDENTIAL	1.01%	\$ 6,301,766	\$ 5,926,739	\$ 375,027	6.33%
SINGLE FAMILY RESIDENTIAL	21.88%	\$ 136,621,247	\$ 134,700,373	\$ 1,920,874	1.43%
MULTI-FAMILY 10 UNITS OR MORE	5.70%	\$ 35,596,752	\$ 32,808,876	\$ 2,787,876	8.50%
CONDOMINIUMS	23.81%	\$ 148,687,495	\$ 133,773,508	\$ 14,913,987	11.15%
<b>TIMESHARES</b>	34.96%	<b>\$ 218,272,225</b>	<b>\$ 217,613,704</b>	<b>\$ 658,521</b>	0.30%
COOPERATIVES	2.92%	\$ 18,251,659	\$ 17,155,239	\$ 1,096,420	6.39%
MULTI-FAMILY < 10 UNITS	4.94%	\$ 30,873,161	\$ 30,239,381	\$ 633,780	2.10%
VACANT COMMERCIAL	0.00%	\$ -	\$ 1,329,783	\$ (1,329,783)	-100.00%
IMPROVED COMMERCIAL	4.78%	\$ 29,826,361	\$ 27,328,863	\$ 2,497,498	9.14%
	100.00%	\$ 624,430,666	\$ 600,876,466	\$ 23,554,200	3.92%

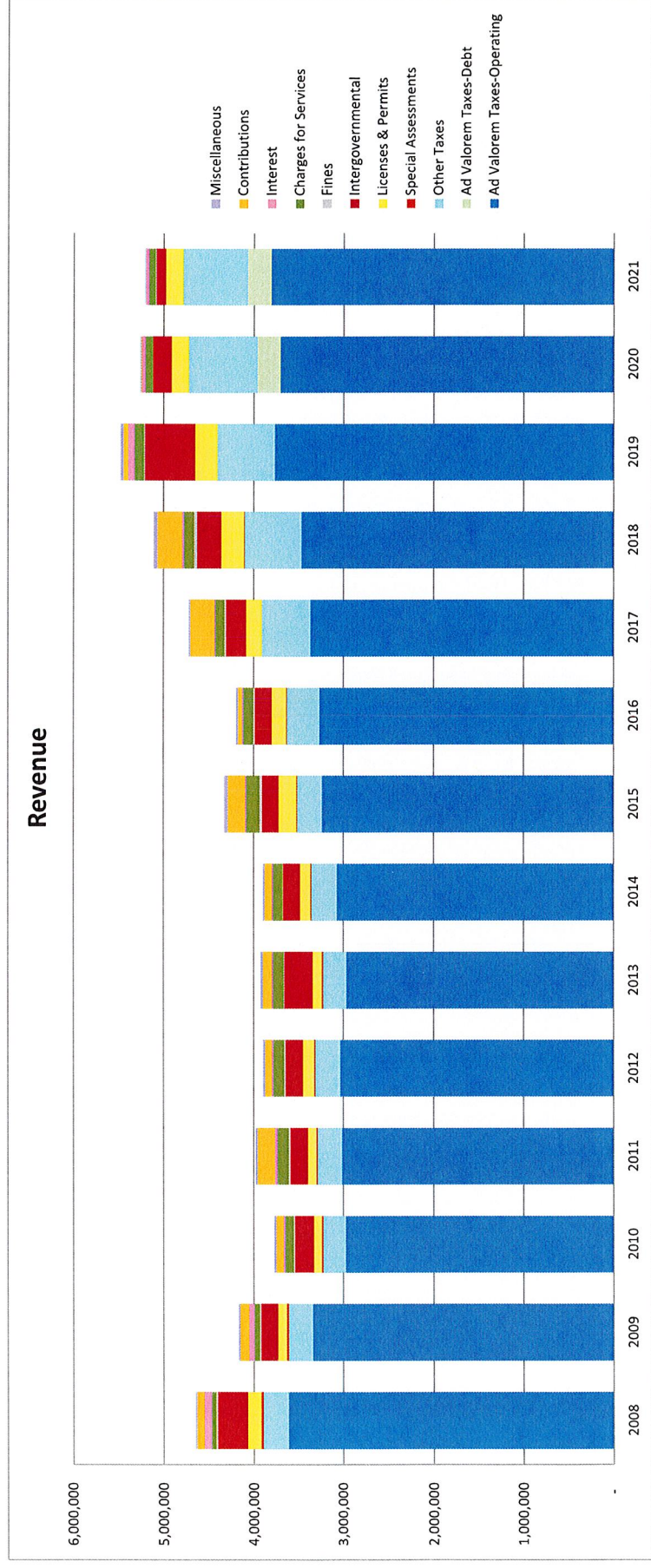
Revenue by Source - 2020 Tax Roll





Town of Palm Beach Shores  
Revenue

	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Total Revenue	\$ 4,645,605	\$ 4,165,878	\$ 3,777,360	\$ 3,982,721	\$ 3,898,310	\$ 3,924,672	\$ 3,899,532	\$ 4,324,859	\$ 4,196,211	\$ 4,718,020	\$ 5,109,071	\$ 5,479,158	\$ 5,246,153	\$ 5,207,545
Ad Valorem taxes only	3,616,745	3,339,709	2,968,277	3,015,410	3,036,401	2,961,658	3,077,398	3,235,769	3,263,255	3,369,774	3,476,794	3,770,734	3,960,720	4,067,800
Ad Valorem Taxes-Oper	3,616,745	3,339,709	2,968,277	3,015,410	3,036,401	2,961,658	3,077,398	3,235,769	3,263,255	3,369,775	3,476,794	3,770,734	3,710,094	3,810,400
Ad Valorem Taxes-Debt	-	-	-	-	-	-	-	-	-	-	-	-	250,626	257,400
Other Taxes	280,690	277,837	253,439	271,088	275,235	262,921	283,792	289,956	374,114	540,568	627,721	635,004	760,851	717,107
Special Assessments	23,824	20,305	15,620	12,359	13,273	11,554	10,604	7,291	5,315	1,633	2,500	-	-	-
Licenses & Permits	144,646	97,827	91,245	101,297	133,062	106,800	119,757	193,132	161,174	171,839	253,930	245,506	190,356	191,400
Intergovernmental	334,129	185,310	220,500	200,423	193,267	323,318	186,751	186,283	186,851	224,423	266,455	558,778	205,682	108,163
Fines	18,035	12,971	12,789	16,056	15,401	5,311	4,487	25,443	15,479	18,235	36,839	6,589	1,225	6,575
Charges for Services	47,613	60,040	94,262	123,592	118,262	117,188	106,287	143,667	109,585	97,731	107,109	107,021	85,465	73,500
Interest	89,472	62,254	21,381	31,097	22,194	16,935	12,549	14,982	14,561	12,711	26,870	73,025	41,845	33,000
Contributions	76,846	94,247	75,353	186,259	64,885	94,824	76,185	190,545	41,187	263,436	266,574	48,381	3,315	-
Miscellaneous	13,605	15,378	24,494	25,140	26,330	24,163	21,722	37,791	24,690	17,669	44,279	34,120	11,478	10,000
Total Revenue	4,645,605	4,165,878	3,777,360	3,982,721	3,898,310	3,924,672	3,899,532	4,324,859	4,196,211	4,718,020	5,109,071	5,479,158	5,260,937	5,207,545

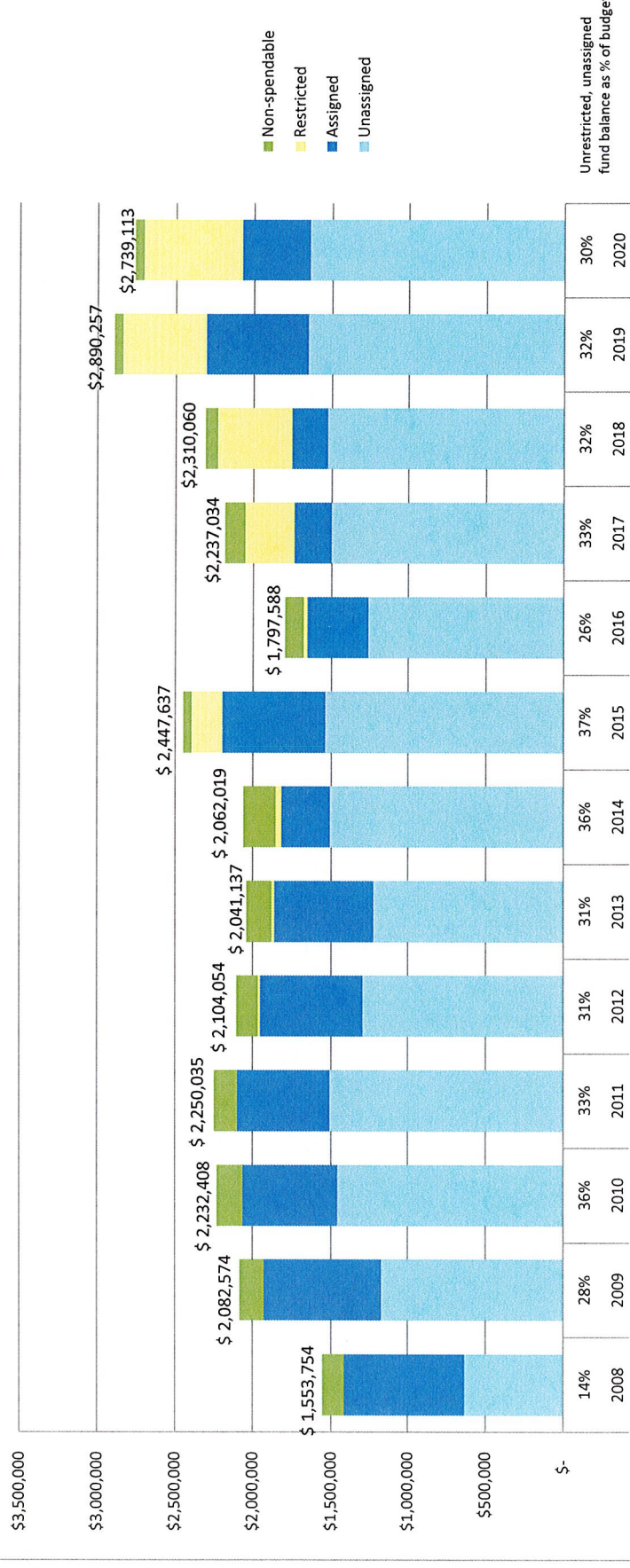




Town of Palm Beach Shores  
Fund Balance

	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Unassigned F/B as % of Budget	14%	28%	36%	33%	31%	31%	36%	37%	26%	33%	32%	32%	30%
Unassigned	\$ 634,565	\$ 1,175,259	\$ 1,456,538	\$ 1,507,147	\$ 1,297,075	\$ 1,227,604	\$ 1,507,987	\$ 1,538,455	\$ 1,263,270	\$ 1,499,900	\$ 1,527,332	\$ 1,653,826	\$ 1,641,803
Assigned	\$ 779,383	\$ 752,893	\$ 606,518	\$ 593,190	\$ 656,599	\$ 634,446	\$ 308,889	\$ 660,784	\$ 391,992	\$ 240,336	\$ 228,479	\$ 650,596	\$ 433,221
Restricted	\$ -	\$ -	\$ -	\$ -	\$ 13,744	\$ 17,434	\$ 36,402	\$ 194,174	\$ 22,760	\$ 312,455	\$ 476,113	\$ 533,366	\$ 630,595
Non-spendable	\$ 139,806	\$ 154,422	\$ 169,352	\$ 149,698	\$ 136,636	\$ 161,653	\$ 208,741	\$ 54,224	\$ 119,566	\$ 131,901	\$ 77,444	\$ 58,089	\$ 58,089
Total Fund Balance	\$ 1,553,754	\$ 2,082,574	\$ 2,232,408	\$ 2,250,035	\$ 2,104,054	\$ 2,041,137	\$ 2,062,019	\$ 2,447,637	\$ 1,797,588	\$ 2,184,592	\$ 2,309,368	\$ 2,895,877	\$ 2,763,708
Total budget	\$ 4,661,789	\$ 4,165,878	\$ 3,997,973	\$ 4,506,122	\$ 4,230,820	\$ 3,983,503	\$ 4,240,843	\$ 4,178,483	\$ 4,853,272	\$ 4,614,156	\$ 4,718,030	\$ 5,149,810	\$ 5,427,660

Fund Balance



## Town of Palm Beach Shores Fund Balance Analysis

Fund Balance 9/30/19	\$ 2,895,877	
Revenue for FYE 9/30/20	5,260,937	<i>projected</i>
Expenditures for FYE 9/30/20	(5,393,106)	<i>projected</i>
Fund Balance 9/30/20	\$ 2,763,708	51% of 2019/20 Budget

### Nonspendable Fund Balance

*These funds have been spent, but the expense has not been incurred.*

Prepaid & Inventory	\$ 58,089	Items paid in advance
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### Restricted Fund Balance:

*Restrictions are placed on funds by an outside source, like a donor.*

Infrastructure	\$ 296,592	Unspent Sales Tax funds
Public Safety	\$ 267,898	Fanning Bequest & Donations/Fire Truck
Public Safety	\$ 49,759	Donations
Roads	\$ 10,269	Unspent New Local Option Gas Tax
St. Patrick's Day Parade	\$ 6,077	Unspent donations & tshirt sales

### Assigned Fund Balance:

*Assignments are at the discretion of the Town Commission.*

Sewer Service	\$ 59,049	
Underground Debt Service	\$ 112,489	
Irma Reimbursement	\$ 261,683	Use \$166,400 for capital in FY2021

<b>Unassigned Fund Balance 9/30/20</b>	<b>\$ 1,641,803</b>	<b>30% of 2019/20 Budget</b>
Available	\$ 275,000	
Unassigned Fund Balance 9/30/20	\$ 1,366,803	25% of 2019/20 Budget
Still maintains suggested Fund Balance		



**Town of Palm Beach Shores  
Budget Worksheet**

	Description	Actual FY2017 6,3500 mills	Actual FY2018 6,3500 mills	Actual FY2019 6,3500 mills	Projected FY2020 6,3500 mills	Budget FY2020 6,3500 mills	Budget FY2021 6,3500 mills	Comments	Variance B2020 to B2021
	<b>Operating Millage Rate</b>								
31110	Ad Valorem Taxes - Operating	\$ 3,468,132	\$ 3,604,307	\$ 3,864,405	\$ 3,850,732	\$ 3,811,100	\$ 3,956,800	Property values increased by <b>3.82%</b>	\$ 145,700
31115	Discounts - Ad Valorem - Operating	\$ (127,676)	\$ (133,456)	\$ (139,153)	\$ (141,003)	\$ (141,000)	\$ (146,400)		\$ (5,400)
	<i>net ad valorem taxes - operating</i>	\$ 3,340,455	\$ 3,470,851	\$ 3,725,251	\$ 3,709,729	\$ 3,670,100	\$ 3,810,400		\$ 140,300
	<b>Debt Millage Rate</b>								
31111	Ad Valorem Taxes - Debt	\$ -	\$ -	\$ -	\$ 260,152	\$ 257,500	\$ 267,300		\$ 9,800
31116	Discounts - Ad Valorem - Debt	\$ -	\$ -	\$ -	\$ (9,526)	\$ (9,500)	\$ (9,900)		\$ (400)
	<i>net ad valorem taxes - debt</i>	\$ -	\$ -	\$ -	\$ 250,626	\$ 248,000	\$ 257,400	to repay portion of undergrounding debt	\$ 9,400
31120	Delinquent Taxes	\$ 29,319	\$ 5,943	\$ 45,482	\$ 365	\$ -	\$ -		\$ -
	<b>TOTAL PROPERTY TAXES</b>	\$ 3,369,774	\$ 3,476,794	\$ 3,770,734	\$ 3,960,720	\$ 3,918,100	\$ 4,067,800		\$ 149,700
31241	Local Option Gas Tax	\$ 41,576	\$ 41,065	\$ 41,753	\$ 39,246	\$ 41,960	\$ 25,176	State will estimate - 40% decr -Must be used for Roads	\$ (16,784)
31260	Discretionary Sales Tax PBC	\$ 49,955	\$ 85,429	\$ 88,179	\$ 89,978	\$ 88,747	\$ 65,673	State will estimate- 26% decr-Must be used for Capital	\$ (23,074)
	<b>TOTAL LOCAL OPTION TAXES</b>	\$ 91,531	\$ 126,494	\$ 129,932	\$ 129,224	\$ 130,707	\$ 90,849		\$ (39,858)
31410	Utility Services Tax - Electricity	\$ 166,300	\$ 211,596	\$ 223,687	\$ 211,117	\$ 205,000	\$ 211,000	6% Tax effective 4/1/16; increased to 10% on 4/1/17	\$ 6,000
31430	Utility Services Tax - Water	\$ 74,653	\$ 98,927	\$ 103,604	\$ 105,274	\$ 96,000	\$ 103,000	6% Tax effective 4/1/16; increased to 10% on 4/1/17	\$ 7,000
31440	Utility Services Tax - Gas	\$ 18,917	\$ 26,172	\$ 23,275	\$ 26,887	\$ 26,000	\$ 26,000	6% Tax effective 4/1/16; increased to 10% on 4/1/17	\$ -
	<b>TOTAL UTILITY TAXES</b>	\$ 259,869	\$ 336,694	\$ 350,566	\$ 343,278	\$ 327,000	\$ 340,000	to repay portion of undergrounding debt	\$ 13,000
31500	Communications Tax	\$ 76,886	\$ 77,267	\$ 74,231	\$ 75,810	\$ 74,758	\$ 74,758	State will estimate	\$ -
	<b>TOTAL COMMUNICATIONS TAXES</b>	\$ 76,886	\$ 77,267	\$ 74,231	\$ 75,810	\$ 74,758	\$ 74,758		\$ -
31600	Business Tax Receipt	\$ 17,223	\$ 14,855	\$ 23,654	\$ 17,000	\$ 17,000	\$ 17,000		\$ -
32120	Contractor Registration	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	Not allowed to collect a fee for this anymore	\$ -
32200	Building Permits	\$ 142,272	\$ 223,740	\$ 205,495	\$ 160,000	\$ 160,000	\$ 160,000	Must be used to administer Florida Building Code	\$ -
32210	Bldg. Permit State Surcharge	\$ 4,591	\$ 5,869	\$ 5,447	\$ 4,500	\$ 4,500	\$ 4,500		\$ -
	<b>TOTAL LICENSES &amp; PERMITS</b>	\$ 164,187	\$ 244,464	\$ 234,595	\$ 181,500	\$ 181,500	\$ 181,500		\$ -
32310	Franchise Fees - Electric (FPL)	\$ 166,738	\$ 172,628	\$ 169,423	\$ 170,819	\$ 172,000	\$ 170,000	Based on actual	\$ (2,000)
32340	Franchise Fees - Gas (FPU)	\$ 6,846	\$ 7,351	\$ 4,382	\$ 6,988	\$ 6,500	\$ 6,500	Based on actual	\$ -
32370	Franchise Fees - Solid Waste (WM)	\$ 30,428	\$ 33,781	\$ 36,402	\$ 34,732	\$ 35,000	\$ 35,000	Based on actual	\$ -
	<b>TOTAL FRANCHISE FEES</b>	\$ 203,812	\$ 213,760	\$ 210,207	\$ 212,539	\$ 213,500	\$ 211,500		\$ (2,000)
32510	Sewer Improvement Assmt	\$ 1,633	\$ 2,500	\$ -	\$ -	\$ -	\$ -	Final payments were due 9/15/16	\$ -
	<b>TOTAL SPECIAL ASSESSMENTS</b>	\$ 1,633	\$ 2,500	\$ -	\$ -	\$ -	\$ -		\$ -
32900	Business Tax Receipt Inspections	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
32920	Reinspection Fees	\$ 1,310	\$ 4,334	\$ 2,876	\$ 1,200	\$ 2,500	\$ 2,500		\$ -
32930	Special Permits	\$ 1,050	\$ 1,350	\$ 5,854	\$ 7,656	\$ 7,400	\$ 7,400	includes Salifish Vendor Fee	\$ -
	<b>TOTAL OTHER PERMIT FEES</b>	\$ 2,360	\$ 5,684	\$ 8,730	\$ 8,856	\$ 9,900	\$ 9,900		\$ -



**Town of Palm Beach Shores  
Budget Worksheet**

	Description	Actual FY2017 6.3500 mills	Actual FY2018 6.3500 mills	Actual FY2019 6.3500 mills	Projected FY2020 6.3500 mills	Budget FY2020 6.3500 mills	Budget FY2021 6.3500 mills	Comments	Variance B2020 to B2021
	Operating Millage Rate								
33100	Federal Grant	\$ -	\$ -	\$ 245,096	\$ 17,434	\$ -	\$ -	FY2019 FEMA/Irma: FY2020 FEMA/Irma, Dorian, COVID	\$ -
33400	State Grants	\$ -	\$ -	\$ 31,518	\$ 45,000	\$ 45,000	\$ -	Fire Breathing Apparatus; FY2019 FEMA Grant Irma	\$ (45,000)
	TOTAL GRANTS	\$ -	\$ -	\$ 276,613	\$ 62,434	\$ 45,000	\$ -		\$ (45,000)
33512	State Revenue Sharing	\$ 29,786	\$ 30,758	\$ 31,993	\$ 30,754	\$ 32,744	\$ 24,231	State will estimate- 26% decr	\$ (8,513)
33514	Mobile Home License Tax	\$ 185	\$ 131	\$ 112	\$ 200	\$ 150	\$ 150		\$ -
33515	Beverage License	\$ 3,328	\$ 3,328	\$ 3,328	\$ 3,328	\$ 3,328	\$ 3,328		\$ -
33518	1/2 Cent Sales Tax	\$ 90,191	\$ 94,111	\$ 97,376	\$ 102,726	\$ 100,073	\$ 74,054	State will estimate- 26% decr	\$ (26,019)
	TOTAL SHARED REVENUE - STATE	\$ 123,490	\$ 128,328	\$ 132,810	\$ 137,008	\$ 136,295	\$ 101,763		\$ (34,532)
33720	Public Safety Grant - PBC - 911	\$ -	\$ 3,748	\$ 504	\$ -	\$ -	\$ -	Dispatch Equipment	\$ -
	TOTAL GRANTS - LOCAL	\$ -	\$ 3,748	\$ 504	\$ -	\$ -	\$ -		\$ -
33820	County Business Tax Receipts PBC	\$ 6,476	\$ 7,139	\$ 7,371	\$ 6,000	\$ 6,000	\$ 6,000		\$ -
33830	Recycling Revenue Sharing (SWA)	\$ 2,926	\$ 746	\$ 259	\$ 240	\$ 400	\$ 400		\$ -
	TOTAL SHARED REVENUE - LOCAL	\$ 9,401	\$ 7,885	\$ 7,630	\$ 6,240	\$ 6,400	\$ 6,400		\$ -
34131	Maps and Zoning	\$ 693	\$ 245	\$ 150	\$ 400	\$ 200	\$ 200		\$ -
34132	Lien Search	\$ 1,325	\$ 1,075	\$ 1,160	\$ 700	\$ 800	\$ 800		\$ -
34210	Police Special Duty	\$ 923	\$ 3,858	\$ 3,555	\$ -	\$ 4,000	\$ -	Sunset at Sailfish detail, mainly gone with PBSO	\$ (4,000)
34291	Police Reports	\$ 391	\$ 114	\$ 388	\$ 10	\$ 350	\$ -		\$ (350)
34350	Sewer Maintenance Fees	\$ 54,328	\$ 55,005	\$ 54,415	\$ 55,000	\$ 55,000	\$ 55,000	To be used for maintenance of sewer lines & lift stations	\$ -
34450	Beach Parking Permits	\$ 11,274	\$ 11,109	\$ 12,815	\$ 11,000	\$ 11,000	\$ 11,000		\$ -
34751	Meeting Room Fee	\$ 400	\$ 100	\$ -	\$ -	\$ -	\$ -	No longer renting the meeting room	\$ -
34752	Community Center Fee	\$ 21,300	\$ 20,750	\$ 23,850	\$ 10,600	\$ 22,000	\$ -	Due to covid-19, conservative	\$ (22,000)
34753	Damage/Add'l Cleaning fee CC	\$ 2,057	\$ 3,773	\$ 4,581	\$ 2,305	\$ 3,500	\$ -	Cleaning fee offsets cleaning service	\$ (3,500)
34910	Code Enf Admin Costs Reimb	\$ 4,491	\$ 3,438	\$ 916	\$ -	\$ -	\$ -		\$ -
34920	Site Plan Fees/Variance	\$ 550	\$ 5,081	\$ 3,530	\$ 3,450	\$ 2,000	\$ 2,000		\$ -
34930	Land Development Costs	\$ 5,294	\$ 4,675	\$ 7,157	\$ 1,000	\$ 2,000	\$ 2,000		\$ -
34940	Credit Card Convenience Fee 2.5%	\$ -	\$ 2,562	\$ 1,661	\$ 1,000	\$ 2,500	\$ 2,500	Started accepting credit cards end of Dec 2017	\$ -
	TOTAL CHARGES FOR SERVICES	\$ 103,025	\$ 111,784	\$ 114,178	\$ 85,465	\$ 103,350	\$ 73,500		\$ (29,850)
35110	County Court Fines	\$ 403	\$ 698	\$ 493	\$ 500	\$ 500	\$ 500		\$ -
35130	\$2 Court Costs-Police Ed	\$ 91	\$ 103	\$ 90	\$ 75	\$ 75	\$ 75		\$ -
35400	Town Parking Fines	\$ 9,590	\$ 6,820	\$ 5,708	\$ 650	\$ 6,000	\$ 6,000	based on actual	\$ -
35410	Code & Ordinance Fines	\$ 8,151	\$ 5,400	\$ -	\$ -	\$ -	\$ -		\$ -
35420	False Alarm Fines	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
	TOTAL FINES	\$ 18,235	\$ 13,021	\$ 6,292	\$ 1,225	\$ 6,575	\$ 6,575		\$ -
35820	Confiscated Property Sale	\$ -	\$ 23,818	\$ 298	\$ -	\$ -	\$ -		\$ -
	TOTAL SALE OF CONF PROPERTY	\$ -	\$ 23,818	\$ 298	\$ -	\$ -	\$ -		\$ -

**Town of Palm Beach Shores  
Budget Worksheet**

	Description	Actual FY2017 6.3500 mills	Actual FY2018 6.3500 mills	Actual FY2019 6.3500 mills	Projected FY2020 6.3500 mills	Budget FY2020 6.3500 mills	Budget FY2021 6.3500 mills	Comments	Variance B2020 to B2021
	Operating Millage Rate								
36110	Interest - General	\$ 8,924	\$ 23,516	\$ 63,420	\$ 38,000	\$ 60,000	\$ 30,000	lower interest rates	\$ (30,000)
36120	Interest - Ad Valorem	\$ 3,344	\$ 3,355	\$ 9,605	\$ 3,845	\$ 3,000	\$ 3,000		\$ -
36130	Interest - Sewer Assessments	\$ 443	\$ -	\$ -	\$ -	\$ -	\$ -	Final payments due 9/15/16	\$ -
	TOTAL INTEREST	\$ 12,711	\$ 26,870	\$ 73,025	\$ 41,845	\$ 63,000	\$ 33,000		\$ (30,000)
36410	Sale of Surplus Equipment	\$ 5,149	\$ 2,966	\$ 410	\$ 1,478	\$ -	\$ -		\$ -
	TOTAL SALE OF SURPLUS	\$ 5,149	\$ 2,966	\$ 410	\$ 1,478	\$ -	\$ -		\$ -
36600	Donations	\$ 263,436	\$ 266,574	\$ 38,682	\$ 80	\$ 5,000	\$ -	FY17 Fanning bequest \$262,500; POA cc fridge	\$ (5,000)
36610	Donations - Community Center	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
36620	Donations - Youth Programs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
36630	Donations - St. Patrick's Day Parade	\$ -	\$ -	\$ 8,907	\$ 2,970	\$ -	\$ -		\$ -
36340	Donations - Fire Truck	\$ -	\$ -	\$ 792	\$ 265	\$ -	\$ -		\$ -
	TOTAL DONATIONS	\$ 263,436	\$ 266,574	\$ 48,381	\$ 3,315	\$ 5,000	\$ -		\$ (5,000)
36990	Miscellaneous Income	\$ 12,455	\$ 41,313	\$ 33,710	\$ 10,000	\$ 10,000	\$ 10,000		\$ -
36991	Insurance Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
36992	Penalties/Sewer Assmt payments	\$ 64	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
	TOTAL MISCELLANEOUS	\$ 12,519	\$ 41,313	\$ 33,710	\$ 10,000	\$ 10,000	\$ 10,000		\$ -
38100	Appropriation of Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ 285,322	\$ -	use St Pat's Donations for 2021 parade	\$ (285,322)
38110	Appropriation of F/B - restricted/assigned	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,077	Use Hurricane \$ for capital	\$ 6,077
38110	Appropriation of F/B - restricted/assigned	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 166,400	Unused funds carried forward from FY2020 capital	\$ 166,400
38110	Appropriation of F/B - restricted/assigned	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 81,000	Use PBC Sales Tax \$ for roads surveys	\$ 81,000
38110	Appropriation of F/B - restricted/assigned	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,000	Save additional debt ad valorem for debt service	\$ 60,000
38110	Appropriation of F/B - restricted/assigned	\$ -	\$ -	\$ -	\$ -	\$ (88,747)	\$ (65,673)	Save PBC Sales Tax \$ for roads	\$ (9,400)
	TOTAL APPROPRIATIONS FROM FU	\$ -	\$ -	\$ -	\$ -	\$ 196,575	\$ 238,404		\$ 41,829
38300	Capital Lease Proceeds	\$ 89,660	\$ -	\$ 192,882	\$ -	\$ -	\$ -	PW truck, Police vehicles & cameras	\$ -
	TOTAL PROCEEDS FROM DEBT	\$ 89,660	\$ -	\$ 192,882	\$ -	\$ -	\$ -		\$ -
	Total Revenues	\$ 4,807,680	\$ 5,109,963	\$ 5,665,728	\$ 5,260,937	\$ 5,427,660	\$ 5,445,949		\$ 18,289
	Revenue without use of fund balance or debt					\$ 5,231,085	\$ 5,207,545	0%	\$ (23,540)
	Other Revenue (non-Ad Valorem Taxes)					\$ 1,182,278	\$ 1,048,896	-11%	\$ (133,382)



**Town of Palm Beach Shores  
Capital Plan  
FY2021**

Description	Current Inventory	Est. Life	Rank	Funding	Requested	Recommended	Commission
<b>Administration:</b>							
Computer, laptop w base	2018	5 years	1	Revenue	1,200	1,200	
<b>total Administration</b>					<b>1,200</b>	<b>1,200</b>	<b>-</b>
<b>Public Works:</b>							
Reline sewer pipe in Town Hall			1	Carryforward	25,000	25,000	
<b>total Public Works</b>					<b>25,000</b>	<b>25,000</b>	<b>-</b>
<b>Police</b>							
Replace Flat Roof - Police Offices		10 years	1	Revenue	8,000	8,000	
<b>total Police</b>					<b>8,000</b>	<b>8,000</b>	<b>-</b>
<b>Fire</b>							
Fire Truck	to replace EVI	15-20 years	1	Donations	500,000	-	
Breathing Air System	(1)	10 years	1	Grants	45,000	-	
Turnout Gear	2013(20sets), 2019(10)	10 years	1	Revenue	15,000	15,000	
<b>total Fire</b>					<b>560,000</b>	<b>15,000</b>	<b>-</b>
<b>Streets &amp; Storm Drains</b>							
Outfall Tidal Valves (6)	reline pipe + valve		3	Hurricane\$	100,000	100,000	
Storm Drains Basins & Grates	ongoing		2	Revenue	3,900	3,900	
Streets Assessment Report	core samples/mill assmt		4	Sales Tax	10,000	10,000	
Streets Engineering Survey	measures width/crown		4	Sales Tax	50,000	50,000	
<b>total Streets &amp; Storm Drains</b>					<b>163,900</b>	<b>163,900</b>	<b>-</b>
<b>Parks</b>							
Concrete Benches (4)- Inlet Park	2000, 2006	20 years	2	Hurricane\$	9,000	9,000	
<b>total Parks</b>					<b>9,000</b>	<b>9,000</b>	<b>-</b>
<b>Beach</b>							
Honda ATV		3 years	1	Revenue	8,700	8,700	
Concrete Trash Cans (7)- Beach Park			2	Hurricane\$	15,400	15,400	
Drinking Fountain		5 years	2	Hurricane\$	4,000	4,000	
Main Beach Walkover - support struc	2002/2003	20 years	1	Hurricane\$	28,000	28,000	
Shower Tower - west	2005	10 years	2	Hurricane\$	10,000	10,000	
<b>total Beach</b>					<b>66,100</b>	<b>66,100</b>	<b>-</b>
<b>Liftstations</b>							
Pump - Ocean Ave (2)	2011, 2015	6 years	1	Carryforward	18,000	18,000	
<b>total Liftstation</b>					<b>18,000</b>	<b>18,000</b>	<b>-</b>
<b>Community Center</b>							
Double Refrigerator	2007		1	Donations	5,000	-	
Painting - Exterior	2013	5 years	1	Carryforward	38,000	38,000	
<b>total Community Center</b>					<b>43,000</b>	<b>38,000</b>	<b>-</b>
<b>GRAND TOTAL</b>					<b>894,200</b>	<b>344,200</b>	<b>-</b>

**By Funding Source:**

Revenue	36,800
Donations	-
Carryforward	81,000
Hurricane\$	166,400
Sales Tax	60,000
<b>Total</b>	<b>344,200</b>

Town of Palm Beach Shores Capital Plan Summary							
Cost by Year	FY 2021 (Year # 1)	FY 2021 (Year # 1)	FY 2022 (Year # 2)	FY 2023 (Year # 3)	FY 2024 (Year # 4)	FY 2025 (Year # 5)	TOTAL
Department	Requested	Recommended					
Administration	\$ 1,200	\$ 1,200	\$ -	\$ -	\$ 2,400	\$ 2,400	\$ 6,000
Public Works	\$ 25,000	\$ 25,000	\$ 50,000	\$ -	\$ 20,000	\$ 43,600	\$ 138,600
Police	\$ 8,000	\$ 8,000	\$ -	\$ -	\$ -	\$ -	\$ 8,000
Fire	\$ 560,000	\$ 15,000	\$ 40,000	\$ 12,000	\$ -	\$ 1,200	\$ 68,200
Legislative	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Streets	\$ 163,900	\$ 163,900	\$ 1,215,900	\$ 27,900	\$ 21,900	\$ 3,900	\$ 1,433,500
Parks	\$ 9,000	\$ 9,000	\$ -	\$ -	\$ 13,500	\$ -	\$ 22,500
Beach	\$ 66,100	\$ 66,100	\$ 8,700	\$ 12,000	\$ 86,700	\$ -	\$ 173,500
Lift Station	\$ 18,000	\$ 18,000	\$ 45,000	\$ 18,000	\$ 40,000	\$ -	\$ 121,000
Community Center	\$ 43,000	\$ 38,000	\$ 31,000	\$ 5,300	\$ 5,000	\$ -	\$ 79,300
<b>Estimated Total Cost</b>	<b>\$ 894,200</b>	<b>\$ 344,200</b>	<b>\$ 1,390,600</b>	<b>\$ 75,200</b>	<b>\$ 189,500</b>	<b>\$ 51,100</b>	<b>\$ 2,050,600</b>
<b>Summary of Funding by Source:</b>							
Revenue	\$ 79,800	\$ 74,800	\$ 165,600	\$ 63,200	\$ 102,500	\$ 51,100	\$ 457,200
Grants	\$ 45,000	\$ -	\$ 25,000	\$ 12,000	\$ 72,000	\$ -	\$ 109,000
Hurricane \$	\$ 166,400	\$ 166,400	\$ -	\$ -	\$ 15,000	\$ -	\$ 181,400
Donations	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sales Tax	\$ 60,000	\$ 60,000	\$ 1,200,000	\$ -	\$ -	\$ -	\$ 1,260,000
Carryforward	\$ 43,000	\$ 43,000	\$ -	\$ -	\$ -	\$ -	\$ 43,000
<b>TOTAL</b>	<b>\$ 894,200</b>	<b>\$ 344,200</b>	<b>\$ 1,390,600</b>	<b>\$ 75,200</b>	<b>\$ 189,500</b>	<b>\$ 51,100</b>	<b>\$ 2,050,600</b>

Summary of FY 2020 Capital by Rank	
1 - Operating Essential	\$ 141,900
2 - Scheduled Replacement	\$ 42,300
3 - Improves Efficiency	\$ 100,000
4 - Enhances Operations	\$ 60,000
<b>TOTAL</b>	<b>\$ 344,200</b>



Town of Palm Beach Shores Capital Plan Administration										
Cost by Year			FY 2021 (Year # 1)		FY 2022 (Year # 2)	FY 2023 (Year # 3)	FY 2024 (Year # 4)	FY 2025 (Year # 5)	TOTAL	
Description	Inventory	Est. Cost	Est. Life	Rank	Funding	Requested	Recommended			
<i>Machinery &amp; Equipment:</i>										
Computers, Dell desktops	2015(1), 2018(1), 2020(5)	1,200 (ea)	5 years							
Computer, laptop w base	2018	1,200	5 years	1	Revenue	1,200	1,200	2,400	2	\$ 4,800
Color Copier	2016	12,000	5 years		Revenue					\$ 1,200
Office Furniture	2016	6,000	15 years							\$ -
<b>Subtotal Machinery &amp; Equipment</b>						1,200	1,200	2,400	2,400	\$ 6,000
<i>Buildings &amp; Facilities:</i>										
<b>Subtotal Buildings &amp; Facilities</b>						-	-	-	-	\$ -
<b>Estimated Total Cost</b>						\$ 1,200	\$ 1,200	\$ 2,400	\$ 2,400	\$ 6,000

Summary of Funding by Source:										
Revenue	\$ 1,200	\$ 1,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000
Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hurricane	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Donations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sales Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	\$ 1,200	\$ 1,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000

Rank of FY 2017 Items	
1 - Operating Essential	\$ 1,200
2 - Scheduled Replacement	\$ -
3 - Improves Efficiency	\$ -
4 - Enhances Operations	\$ -

Town of Palm Beach Shores Capital Plan Public Works												
Cost by Year				FY 2021 (Year # 1)		FY 2022 (Year # 2)	FY 2023 (Year # 3)	FY 2024 (Year # 4)	FY 2025 (Year # 5)	TOTAL		
Description	Inventory	Est. Cost	Est. Life	Rank	Funding	Requested	Recommended					
<b>Vehicles:</b>												
Chevrolet Silverado 3500 Dump Truck	2007	50,000	10 years		Revenue							\$ 50,000
John Deere Tractor	2014	37,000	10 years		Revenue					40,000	1	\$ 40,000
Ford F250 Pickup Truck	2019	34,000	10 years									\$ -
Golf Cart (preowned)	2015	7,700	5 years		revenue			14,000	1			\$ 14,000
<b>Subtotal Vehicles:</b>						-	-	14,000		40,000		\$ 104,000
<b>Machinery &amp; Equipment:</b>												
Computer, Dell Laptop	2020	1,200	5 years		Revenue					1,200	2	\$ 1,200
Computer, Dell desktop	2020	1,200	5 years		Revenue					2,400	2	\$ 2,400
Fire Alarm System - Town Hall	2020	12,000	8 years									\$ -
<b>Subtotal Machinery &amp; Equipment</b>						-	-	-		3,600		\$ 3,600
<b>Buildings &amp; Facilities:</b>												
TH Flat Roofs	2016	22,500	20 years									\$ -
AC Units (4)	2011, 2012(2), 2020	7,200	10 years									\$ -
Reline sewer pipe Town Hall				1	Carryforward	25,000	25,000					\$ 25,000
Generator	2018	48,000	20 years									\$ -
Paint exterior of TH	2015	5,000	5 years		Revenue			6,000				\$ 6,000
<b>Subtotal Buildings &amp; Facilities</b>						25,000	25,000	6,000		-		\$ 31,000
<b>Estimated Total Cost</b>						\$ 25,000	\$ 25,000	\$ 20,000	\$ 43,600	\$ 138,600		

Summary of Funding by Source:

Revenue	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ 20,000	\$ 43,600	\$ 113,600
Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hurricane \$	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Donations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sales Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Carryforward	\$ 25,000	\$ 25,000	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000
<b>TOTAL</b>	<b>\$ 25,000</b>	<b>\$ 25,000</b>	<b>\$ 25,000</b>	<b>\$ 50,000</b>	<b>\$ -</b>	<b>\$ 20,000</b>	<b>\$ 43,600</b>	<b>\$ 138,600</b>	

Rank of FY 2017 Items

1 - Operating Essential	\$ 25,000
2 - Scheduled Replacement	-
3 - Improves Efficiency	-
4 - Enhances Operations	-



**Town of Palm Beach Shores  
Capital Plan  
Police**

Cost by Year				FY 2021 (Year # 1)		FY 2022 (Year # 2)	FY 2023 (Year # 3)	FY 2024 (Year # 4)	FY 2025 (Year # 5)	TOTAL
Description	Inventory	Est. Cost	Est. Life	Rank	Funding	Requested	Recommended			
<i>Machinery &amp; Equipment:</i>										
ALPR Cameras	2019 (3)	27,000	5 years							\$ -
<i>Subtotal Machinery &amp; Equipment</i>										
						-	-	-	-	\$ -
<i>Buildings &amp; Facilities:</i>										
Replace Flat Roof - Fire Bay	2015		10 years							\$ -
Replace Flat Roof - Police Offices		8000	10 years	1	Revenue	8,000	8,000			\$ 8,000
Generator	2016	36,000	20 years							\$ -
<i>Subtotal Buildings &amp; Facilities</i>						8,000	8,000	-	-	8,000
Estimated Total Cost						\$ 8,000	\$ 8,000	\$ -	\$ -	\$ 8,000

<b>Summary of Funding by Source:</b>										
Revenue	\$ 8,000	\$ 8,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,000
Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hurricane \$	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Donations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sales Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 8,000</b>	<b>\$ 8,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,000</b>

<b>Rank of FY 2017 Items</b>	
1 - Operating Essential	\$ 8,000
2 - Scheduled Replacement	\$ -
3 - Improves Efficiency	\$ -
4 - Enhances Operations	\$ -

**Town of Palm Beach Shores  
Capital Plan  
Fire**

Cost by Year				FY 2021 (Year # 1)		FY 2022 (Year # 2)	FY 2023 (Year # 3)	FY 2024 (Year # 4)	FY 2025 (Year # 5)	TOTAL
Description	Inventory	Est. Cost	Est. Life	Rank	Funding	Requested	Recommended			
<b>Vehicles:</b>										
Pierce Contender Fire Truck	2004	220,000	15 years							\$ -
EVI 14ft Rescue Pumper	2006	160,000	15 years							\$ -
Fire Suppression Apparatus	to replace EVI	500,000	15-20 years	1	Donations	500,000	1			\$ -
Ford Interceptor	2018	39,000	10 years							\$ -
<b>Subtotal Vehicles:</b>						500,000	-	-	-	\$ -
<b>Machinery &amp; Equipment:</b>										
Deisel Exhaust Filtration System	2014	20,000	10 years		Grants			25,000		\$ 25,000
Thermal Imager	2015 (3)	12,000	7 years		Grants			12,000	1	\$ 12,000
Breathing Apparatus	2017	85,000	10 years							\$ -
Breathing Air System	(1)	45,000	10 years	1	Grants	45,000				\$ -
Turnout Gear	2013(20sets), 2019(10), 2020(10)	3,000	10 years	1	Revenue	15,000	5	15,000	5	\$ 30,000
Portable fire pump	2019	21,383	15 years							\$ -
Tablet for patient care recording	2020									\$ -
Patient Care Recording System	2020									\$ -
Computers	2020	1,200	5 years		Revenue				1,200	\$ 1,200
<b>Subtotal Machinery &amp; Equipment</b>						60,000	15,000	40,000	12,000	\$ 68,200
<b>Buildings &amp; Facilities:</b>										
Roof - Annex	2020	20,000	25-30 years							\$ -
<b>Subtotal Buildings &amp; Facilities</b>						-	-	-	-	\$ -
<b>Estimated Total Cost</b>						\$ 560,000	\$ 15,000	\$ 40,000	\$ 12,000	\$ 68,200

<b>Rank of FY 2017 Items</b>	
1 - Operating Essential	\$ 15,000
2 - Scheduled Replacement	\$ -
3 - Improves Efficiency	\$ -
4 - Enhances Operations	\$ -

**Summary of Funding by Source:**

Revenue	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 40,000	\$ 12,000	\$ -	\$ 1,200	\$ 31,200
Grants	\$ 45,000	\$ -	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37,000
Hurricane \$	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Donations	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sales Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 560,000</b>	<b>\$ 15,000</b>	<b>\$ 40,000</b>	<b>\$ 12,000</b>	<b>\$ -</b>	<b>\$ 1,200</b>	<b>\$ -</b>	<b>\$ 68,200</b>	



**Town of Palm Beach Shores  
Capital Plan  
Legislative**

Cost by Year		FY 2021 (Year # 1)		FY 2022 (Year # 2)	FY 2023 (Year # 3)	FY 2024 (Year # 4)	FY 2025 (Year # 5)	TOTAL
Description	Inventory	Est. Cost	Est. Life	Rank	Funding	Requested	Recommended	
<b>Machinery &amp; Equipment:</b>								
Audio/Visual Equipment upgrade	2020	12,690	7 years					\$ -
<b>Subtotal Machinery &amp; Equipment</b>								\$ -
<b>Buildings &amp; Facilities:</b>								
								\$ -
<b>Subtotal Buildings &amp; Facilities</b>								\$ -
<b>Estimated Total Cost</b>						\$ -	\$ -	\$ -

**Summary of Funding by Source:**

Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hurricane \$	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Donations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sales Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**Rank of FY 2017 Items**

- 1 - Operating Essential \$ -
- 2 - Scheduled Replacement \$ -
- 3 - Improves Efficiency \$ -
- 4 - Enhances Operations \$ -

Town of Palm Beach Shores Capital Plan Streets / Storm Drains											
Cost by Year					FY 2021 (Year # 1)		FY 2022 (Year # 2)	FY 2023 (Year # 3)	FY 2024 (Year # 4)	FY 2025 (Year # 5)	TOTAL
Description	Inventory	Est. Cost	Est. Life	Rank	Funding	Requested	Recommended				
<i>Machinery &amp; Equipment:</i>											
<b>Subtotal Machinery &amp; Equipment</b>						-	-	-	-	-	\$ -
<i>Buildings &amp; Facilities:</i>											
Streets Assessment Report	core samples/mill asmt										
Streets Engineering Survey	measures width/crown			4	sales tax	10,000	10,000				\$ 10,000
Milling/Repaving/Restriping/Curbs	entire Town / FEMA stds		30 years	4	sales tax	50,000	50,000				\$ 50,000
Repave TH Parking Lot	2004	-	15 years		Sales Tax						\$ 1,200,000
Sidewalk R&R - Ocean Ave by Marriott			-		Revenue						\$ 12,000
Outfall Tidal Valves (6)	reline pipe + valve	40,000	20 years	3	Hurricane \$	100,000	2	14,000			\$ 14,000
Storm Drains Basins & Grates	ongoing			2	Revenue	3,900		3,900			\$ 3,900
Street Signage (Speed Limit/Stop)	2014	15,000	10 years		Revenue				18,000		\$ 18,000
Street Signage (Street Names)	2020	3,150	10 years								\$ -
Street Signage(Street Names along Pkwy)	2020	3,150	10 years								\$ -
Town Entry Signs - Lake and Ocean	2011	5,000	10 years		Revenue			10,000	2		\$ 10,000
<b>Subtotal Buildings &amp; Facilities</b>						163,900	163,900	27,900	21,900	3,900	\$ 1,433,500
<b>Estimated Total Cost</b>						\$ 163,900	\$ 163,900	\$ 27,900	\$ 21,900	\$ 3,900	\$ 1,433,500

Summary of Funding by Source:											
Rank of FY 2017 Items											
1 - Operating Essential	\$ -					\$ 3,900	\$ 3,900	\$ 15,900	\$ 21,900	\$ 3,900	\$ 73,500
2 - Scheduled Replacement	\$ 3,900					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3 - Improves Efficiency	\$ 100,000					\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000
4 - Enhances Operations	\$ 60,000					\$ 60,000	\$ 60,000	\$ 1,200,000	\$ -	\$ -	\$ 1,260,000
<b>TOTAL</b>	<b>\$ 163,900</b>	<b>\$ 163,900</b>	<b>\$ 163,900</b>	<b>\$ 163,900</b>	<b>\$ 163,900</b>	<b>\$ 163,900</b>	<b>\$ 163,900</b>	<b>\$ 1,215,900</b>	<b>\$ 21,900</b>	<b>\$ 3,900</b>	<b>\$ 1,433,500</b>

Note: Outfall Tidal Valves at Inlet & Lake and Bamboo & Lake. Inlet & Lake was relined after Irma.



**Town of Palm Beach Shores  
Capital Plan  
Parks**

Cost by Year		FY 2021 (Year # 1)		FY 2022 (Year # 2)	FY 2023 (Year # 3)	FY 2024 (Year # 4)	FY 2025 (Year # 5)	TOTAL
Description	Inventory	Est. Cost	Est. Life	Rank	Funding	Requested	Recommended	
<b>Machinery &amp; Equipment:</b>								
Concrete Benches (4)- Inlet Park	2000, 2006	\$2,200 each	20 years	2	Hurricane \$	9,000	9,000	\$ 18,000
Inlet Drinking Fountain	2018	3,940	5 years		Revenue			\$ 4,500
Retaining wall - gazebo Inlet Pk E	2020	8,000	10 yrs					\$ -
Retaining wall - gazebo Inlet Pk W	2020	8,000	10 yrs					\$ -
<b>Subtotal Machinery &amp; Equipment</b>						9,000	9,000	<b>\$ 22,500</b>
<b>Buildings &amp; Facilities:</b>								
<b>Subtotal Buildings &amp; Facilities</b>								<b>\$ -</b>
Estimated Total Cost						\$ 9,000	\$ 9,000	\$ 22,500

**Rank of FY 2017 Items**

1 - Operating Essential	\$ -
2 - Scheduled Replacement	\$ 9,000
3 - Improves Efficiency	\$ -
4 - Enhances Operations	\$ -

**Summary of Funding by Source:**

Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,500
Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hurricane \$	\$ 9,000	\$ 9,000	\$ -	\$ -	\$ -	\$ 9,000	\$ -	\$ 18,000
Donations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sales Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 9,000</b>	<b>\$ 9,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 13,500</b>	<b>\$ -</b>	<b>\$ 22,500</b>

**Town of Palm Beach Shores  
Capital Plan  
Beach**

Cost by Year				FY 2021 (Year # 1)		FY 2022 (Year # 2)	FY 2023 (Year # 3)	FY 2024 (Year # 4)	FY 2025 (Year # 5)	TOTAL
Description	Inventory	Est. Cost	Est. Life	Rank	Funding	Requested	Recommended			
<b>Vehicles:</b>										
John Deere Gator	2017	15,500	3 years		Revenue					\$ -
Honda ATV		8,700	3 years	1	Revenue	8,700	8,700	8,700		\$ 26,100
<b>Subtotal Vehicles:</b>						8,700	8,700	8,700	-	\$ 26,100
<b>Machinery &amp; Equipment:</b>										
Playground Equipment - swings & groundcov	2019	30,000	10 years		Revenue					\$ -
Playground -Activity Unit	-	72,000			Grants			72,000		\$ 72,000
Concrete Benches (4)- Beach Park		3,000			Revenue					\$ 12,000
Concrete Trash Cans (7)- Beach Park		2,200		2	Hurricane \$	15,400	15,400			\$ 15,400
Drinking Fountain		4,000	5 years	2	Hurricane \$	4,000	4,000			\$ 4,000
<b>Subtotal Machinery &amp; Equipment</b>						19,400	19,400	72,000	-	\$ 103,400
<b>Buildings &amp; Facilities:</b>										
Main Beach Walkover - support structure	2002/2003	25,000	20 years	1	Hurricane \$	28,000	28,000			\$ 28,000
Chickee Hut	2019	6,500	10 years							\$ -
Shower Tower - west	2005		10 years	2	Hurricane \$	10,000	10,000	6,000		\$ 16,000
Lifeguard Stand	2016	48,500	20 years							\$ -
<b>Subtotal Buildings &amp; Facilities</b>						38,000	38,000	6,000	-	\$ 44,000
<b>Estimated Total Cost</b>						\$ 66,100	\$ 66,100	\$ 86,700	\$ -	\$ 173,500

**Rank of FY 2017 Items**

1 - Operating Essential	\$ 36,700
2 - Scheduled Replacement	\$ 29,400
3 - Improves Efficiency	\$ -
4 - Enhances Operations	\$ -

**Summary of Funding by Source:**

Revenue	\$ 8,700	\$ 8,700	\$ 8,700	\$ 8,700	\$ 8,700	\$ 8,700	\$ 8,700	\$ 8,700	\$ -	\$ 38,100
Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 72,000	\$ -	\$ 72,000
Hurricane \$	\$ 57,400	\$ 57,400	\$ 57,400	\$ 57,400	\$ 57,400	\$ 57,400	\$ 57,400	\$ 6,000	\$ -	\$ 63,400
Donations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sales Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	\$ 66,100	\$ 66,100	\$ 66,100	\$ 66,100	\$ 86,700	\$ 12,000	\$ 86,700	\$ -	\$ -	\$ 173,500



Town of Palm Beach Shores Capital Plan Lift Stations												
Cost by Year				FY 2021 (Year # 1)		FY 2022 (Year # 2)	FY 2023 (Year # 3)	FY 2024 (Year # 4)	FY 2025 (Year # 5)	TOTAL		
Description	Inventory	Est. Cost	Est. Life	Rank	Funding	Requested	Recommended					
<b>Machinery &amp; Equipment:</b>												
Pump - Ocean Ave (2)	2011, 2015	18,000	6 years	1	Carryforward	18,000	18,000					\$ 18,000
Pipes & Valves - Ocean Ave	2009		20 years									\$ -
Pump - Lake Dr (2)	2012, 2020	18,000	6 years		Revenue					18,000		\$ 18,000
Pipes & Valves - Lake Dr	2011/2007		20 years									\$ -
Generators - Lake Dr	2020	40,000	10 years									\$ -
Generators - Ocean Ave	2014	40,000	10 years		Revenue			40,000				\$ 40,000
Portable Bypass Pump		45,000	10 years		Revenue					45,000		\$ 45,000
Emergency Alert Systems	2017 (2)	4,000	10 years									\$ -
<b>Subtotal Machinery &amp; Equipment</b>						18,000	18,000	40,000	-			\$ 121,000
<b>Buildings &amp; Facilities:</b>												
Reline Sanitary Sewer Lines												\$ -
<b>Subtotal Buildings &amp; Facilities</b>						-	-	-	-			\$ -
<b>Estimated Total Cost</b>						\$ 18,000	\$ 18,000	\$ 40,000	\$ -	\$ 40,000	\$ -	\$ 121,000

<b>Summary of Funding by Source:</b>												
Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,000	\$ 18,000	\$ 40,000	\$ -	\$ -	\$ -	\$ 103,000
Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hurricane \$	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Donations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sales Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Carryforward	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,000
<b>TOTAL</b>	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 45,000	\$ 18,000	\$ 40,000	\$ -	\$ 40,000	\$ -	\$ 121,000

<b>Rank of FY 2017 Items</b>		
1 - Operating Essential	\$ 18,000	
2 - Scheduled Replacement	\$ -	
3 - Improves Efficiency	\$ -	
4 - Enhances Operations	\$ -	

**Town of Palm Beach Shores  
Capital Plan  
Community Center**

Cost by Year										FY 2021 (Year # 1)		FY 2022 (Year # 2)	FY 2023 (Year # 3)	FY 2024 (Year # 4)	FY 2025 (Year # 5)	TOTAL
Description	Inventory	Est. Cost	Est. Life	Rank	Funding	Requested	Recommended									
Machinery & Equipment:																
Picnic Tables	2007		15 years													\$ -
Appliances:																\$ -
Hot water heater	2016	1,300	10 years													\$ -
Double Refrigerator	2007			1	Revenue	5,000										\$ -
Ice maker	2017	5,300	4-5 years		Revenue						5,300					\$ 5,300
Stove	2007															\$ -
Drinking Fountain	2007															\$ -
Acoustics system	2011	22,200														\$ -
Sound system	2016	20,000														\$ -
Projection screen	2016	3,500	10 years													\$ -
Subtotal Machinery & Equipment						5,000	-				5,300	-				\$ 5,300
Buildings & Facilities:																
Elevator Panel & Boxcar	2016	30,000	10 years													\$ -
Painting - Exterior	2013	30,000	5 years	1	Revenue	38,000					38,000					\$ 38,000
Carpet & Tile with perm dance floor	2017	18,000	7 years													\$ -
Roll Down Shutter for Grill	2018	7,500	10 years													\$ -
Vinyl Roll Downs, 1st Floor	2011(5), 2016(4)	5,100	7 years													\$ -
AC Air Handler 2nd Floor Mechanical Room	2020	10,000														\$ -
Awning - replace canvas	2010	7,500	10 years		Revenue					16,000						\$ 16,000
Grill - 1st Floor	2018	4,100	5 years		Revenue								5,000			\$ 5,000
Metal doors downstairs (5)	2007	3,000	15 years		Revenue					15,000						\$ 15,000
Subtotal Buildings & Facilities						38,000	38,000			31,000	-	5,000				\$ 74,000
Estimated Total Cost						\$ 43,000	\$ 38,000	\$ 31,000	\$ 5,300	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 79,300

**Summary of Funding by Source:**

<b>Rank of FY 2017 Items</b>																				
1 - Operating Essential	\$ 38,000																			\$ 79,300
2 - Scheduled Replacement	\$ -																			\$ -
3 - Improves Efficiency	\$ -																			\$ -
4 - Enhances Operations	\$ -																			\$ -
<b>TOTAL</b>	\$ 43,000	\$ 38,000	\$ 31,000	\$ 5,300	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 79,300



**TOWN OF PALM BEACH SHORES  
BUDGET SUMMARY**

	Original Budget FY2020	Proposed Budget FY2021	Increase (Decrease)	
Operating Millage Rate	6.3500 mills	6.3500 mills		
Debt Millage Rate	0.4290 mills	0.4290 mills		
<b>TAXES:</b>				
Ad Valorem Taxes Operating	\$ 3,670,100	\$ 3,810,400	140,300	4% Property values <b>up 3.82%</b> ; same millage rate
Ad Valorem Taxes Debt	\$ 248,000	\$ 257,400	9,400	
Local Option Gas Tax	41,960	25,176	(16,784)	-40% lower gas prices and current economy
Discretionary Sales Tax PBC	88,747	65,673	(23,074)	-26% PBC half cent sales tax for capital exp; current economy
Franchise Fees	213,500	211,500	(2,000)	-1%
Utility Taxes	327,000	340,000	13,000	4% 6% effective 4/1/16; 10% effective 4/1/17
Communications Tax	74,758	74,758	-	0%
Licenses and Permits	191,400	191,400	-	0%
Intergovernmental Revenue	187,695	108,163	(79,532)	-42% decr sales taxes; fire grant (\$45k) last year
Charges for Services	103,350	73,500	(29,850)	-29% No community center use - covid-19
Fines and Forfeitures	6,575	6,575	-	0% parking fines
Interest Earned	63,000	33,000	(30,000)	-48% lower interest rates
Special assessments	-	-	-	
Miscellaneous Revenue	15,000	10,000	(5,000)	-33% \$5k POA donation for cc fridge
Other Financing Sources	-	-	-	
<b>TOTAL REVENUE</b>	<b>5,231,085</b>	<b>5,207,545</b>	<b>(23,540)</b>	<b>0%</b>
Fund Balances/Reserves	196,575	238,404	41,829	21% <b>using only restricted or assigned amounts</b>
<b>TOTAL REVENUES &amp; F/B</b>	<b>\$ 5,427,660</b>	<b>\$ 5,445,949</b>	<b>\$ 18,289</b>	<b>0.3%</b>
<b>EXPENDITURES:</b>				
Finance and Administration	\$ 505,220	\$ 471,883	\$ (33,337)	-7% FY20 6mo Town Mgr
Legal Counsel	116,000	116,000	-	0%
Public Works	322,358	335,788	13,430	4%
Police	1,699,868	1,681,907	(17,961)	-1% no increase for PBSO, eff 11/1/19, includes dispatch
Fire	678,169	688,420	10,251	2%
Dispatch	33,209	-	(33,209)	-100% PBSO contract eff 11/1/19, includes dispatch
Emergency Medical Service	331,654	341,603	9,949	3% contract RB
Emergency Disaster	-	-	-	
Building/Code Enforcement	226,475	217,912	(8,563)	-4% new bldg official contract
Legislative	12,410	18,487	6,077	49% St Pat's Parade (was in police) using unspent donations
Solid Waste	197,000	203,250	6,250	3% contract
Road & Streets	19,125	19,125	-	0%
Parks	133,150	135,923	2,773	2% New landscaping contract 10/1/19
Beach	99,329	99,045	(284)	0%
Community Center	46,665	29,540	(17,125)	-37% Assuming no use in FY2021 due to covid-19
Sewer Service	22,975	22,975	-	0%
Risk Management	90,925	135,000	44,075	48% increase to budget, but same cost as last year
Capital	452,800	328,800	(124,000)	-27% <b>does NOT include fire truck</b>
Debt Service	355,328	495,855	140,527	40% Undergrounding Debt; \$495,855 annual pmt thru 2035
Contingencies	85,000	85,000	-	0%
<b>TOTAL EXPENDITURES</b>	<b>\$ 5,427,660</b>	<b>\$ 5,426,513</b>	<b>\$ (1,147)</b>	<b>0.0%</b>
Transfer to other funds	\$ -	\$ -	\$ -	
<b>TOTAL EXPENDITURES &amp; OTHER FINANCING USES</b>	<b>\$ 5,427,660</b>	<b>\$ 5,426,513</b>	<b>\$ (1,147)</b>	

\$19,436

**Town of Palm Beach Shores**  
**Budget Worksheet 2020/21**  
**Millage Rate Options**

Assessed Value (line 4 DR-420) \$ 607,470,178 DR420 for FY2020  
\$ 629,257,178 3.59% per Property Appraiser's Office, letter dated 5/27/20  
**\$ 630,680,903 3.82%** per Form DR-420, certified by the Property Appraiser

*Ad valorem budget assumptions: collectability 98.8%, discount rate 3.7%*

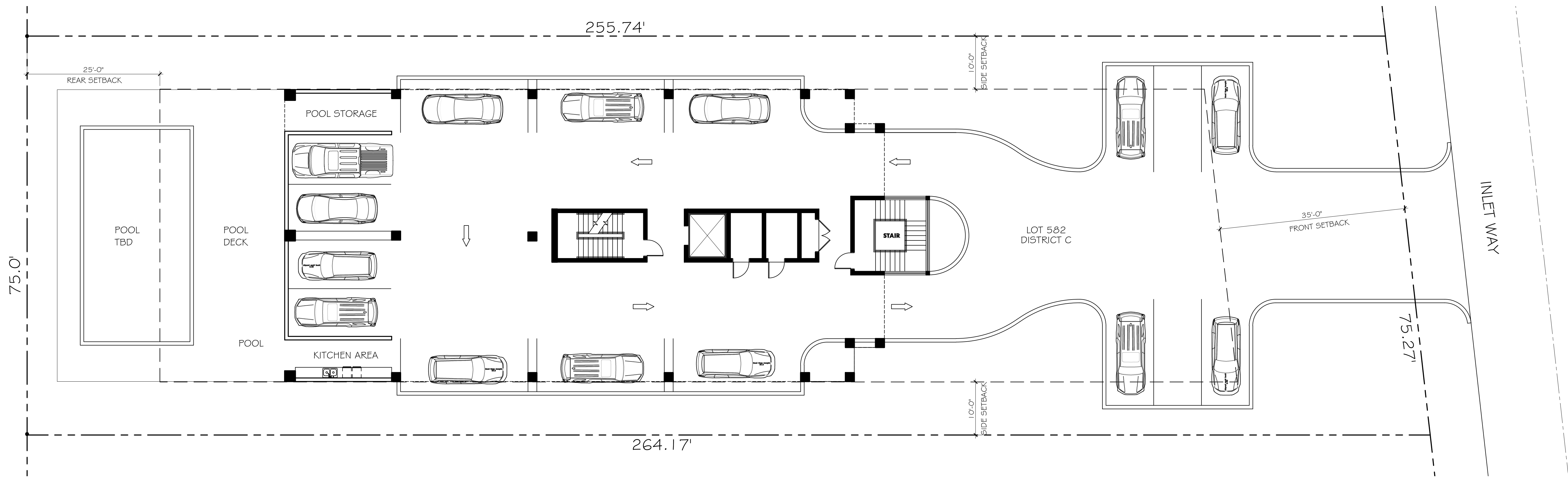
**OPERATING MILLAGE RATE**

	Same Rate	Rolled-Back Rate				
Proposed FY2021 Millage Rate	6.3500	6.1736	6.4000	6.4500	6.5000	6.5500
Ad valorem taxes FY 2021	\$ 3,956,800	\$ 3,846,800	\$ 3,987,900	\$ 4,019,100	\$ 4,050,200	\$ 4,081,400
Discount on taxes FY 2021	\$ (146,400)	\$ (142,300)	\$ (147,600)	\$ (148,700)	\$ (149,900)	\$ (151,000)
Net ad valorem taxes FY 2021	\$ 3,810,400	\$ 3,704,500	\$ 3,840,300	\$ 3,870,400	\$ 3,900,300	\$ 3,930,400
Net ad valorem taxes budgeted FY2021	\$ 3,670,100	\$ 3,670,100	\$ 3,670,100	\$ 3,670,100	\$ 3,670,100	\$ 3,670,100
Increase(decrease) from FY2020	\$ 140,300	\$ 34,400	\$ 170,200	\$ 200,300	\$ 230,200	\$ 260,300
% Change from FY2020	3.82%	0.94%	4.64%	5.46%	6.27%	7.09%
Increase in taxes if millage rate is increased	\$ -	\$ (105,900)	\$ 29,900	\$ 60,000	\$ 89,900	\$ 120,000

**DEBT MILLAGE RATE**

*Commission Decision: This is the second year of the debt millage. Decide whether to (1) maintain the same millage rate increasing the taxes or (2) lower the millage rate keeping the taxes flat. If choosing to keep the same millage rate, any additional taxes collected would be restricted for use of debt service.*

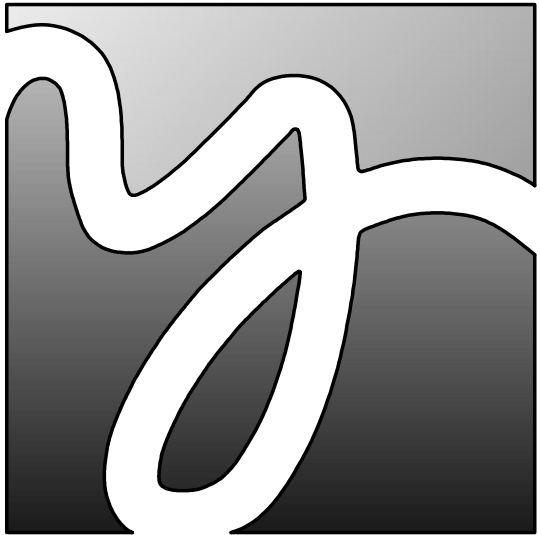
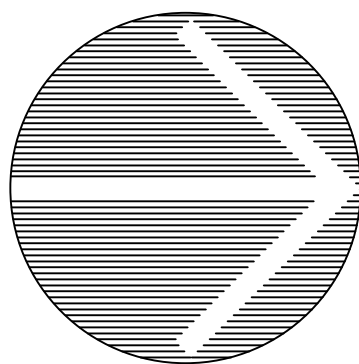
	FY2020		FY2021	
			Same Rate	Same Taxes
Proposed Millage Rate		0.4290	0.4290	0.4132
Ad valorem taxes FY 2020	\$	257,500	\$ 267,300	\$ 257,500
Discount on taxes FY 2020	\$	(9,500)	\$ (9,900)	(9,500)
Net ad valorem taxes FY 2020	\$	248,000	\$ 257,400	\$ 248,000
Debt Service on UU Notes	\$	495,856	half of DS \$ 247,928	
Estimated Utility Taxes			\$ 340,000	



SITE DATA	
LOT AREA	19,536 S.F.
BUILDING FOOTPRINT	6,250 S.F.
ALLOWABLE LOT COVERAGE	32%
ACTUAL LOT COVERAGE	32%
ALLOWABLE DWELLING UNITS	13
PROPOSED DWELLING UNITS	5
REQUIRED PARKING SPACES	10
PROPOSED PARKING SPACES	16
TOTAL IMPERVIOUS AREA	12,826 S.F. (65%)
TOTAL LANDSCAPE AREA	6,710 S.F. (35%)

SITE PLAN

SCALE : 1" = 10'-0"



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JOB NO: 19-0827  
DESIGN BY: K.D.Y.  
DRAWN BY: D.C.M.  
APPROVED: K.D.Y.  
REVISIONS:

A PROPOSED CONDOMINIUM DEVELOPMENT FOR:  
**SKY FALL - SINGER ISLAND**  
SINGER ISLAND  
FLORIDA  
PALM BEACH COUNTY

PROGRESS  
REVIEW  
SET  
7-8-2020

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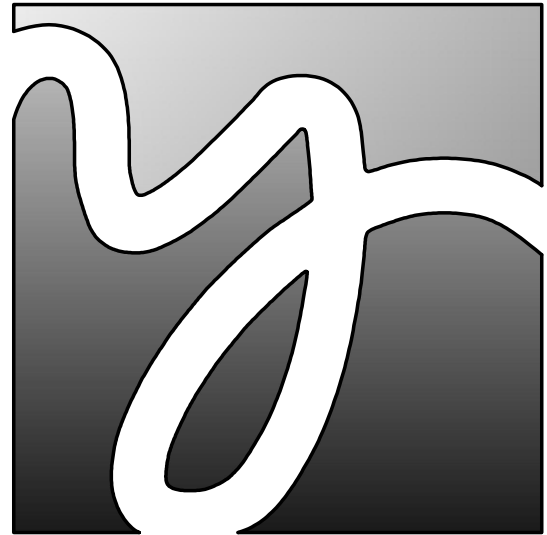
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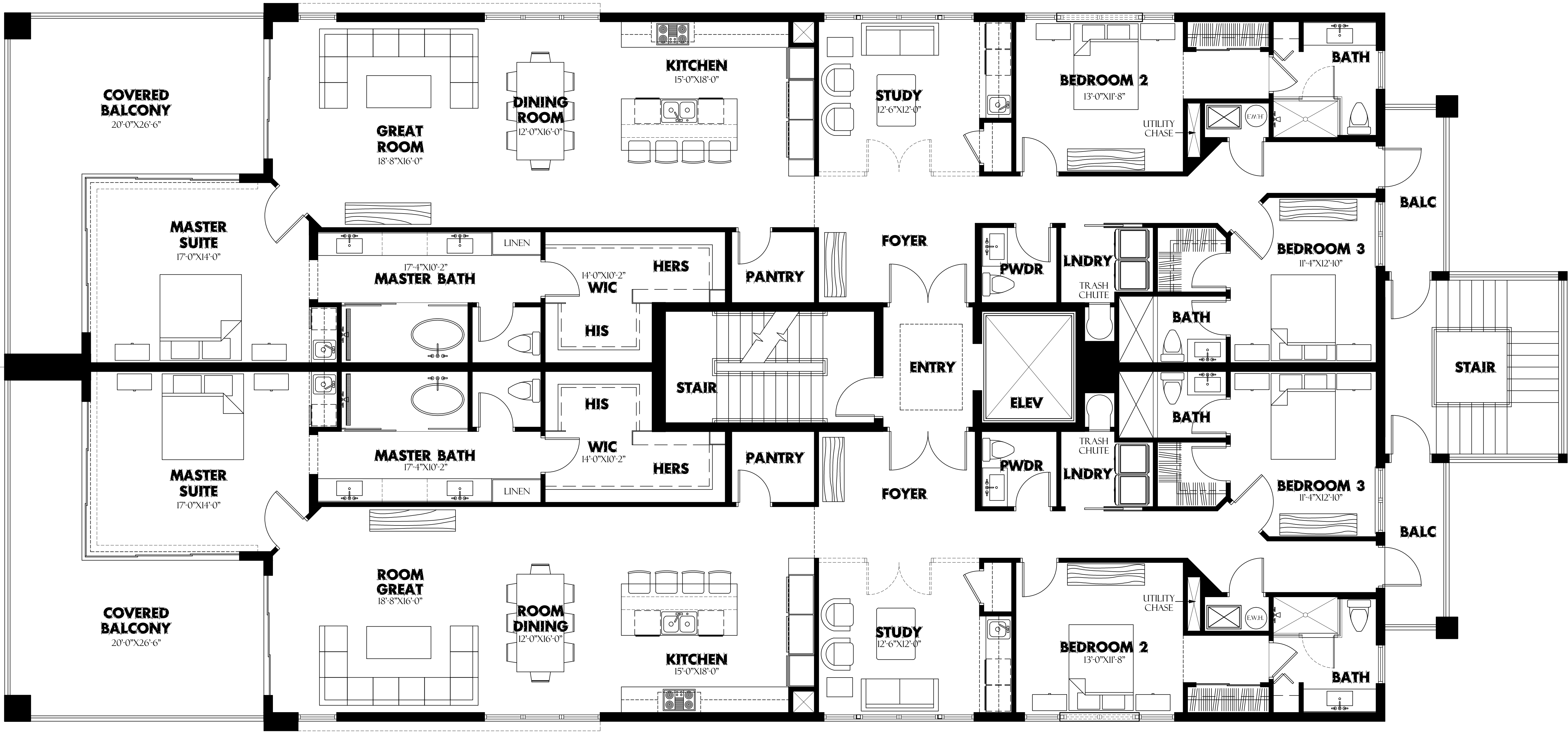
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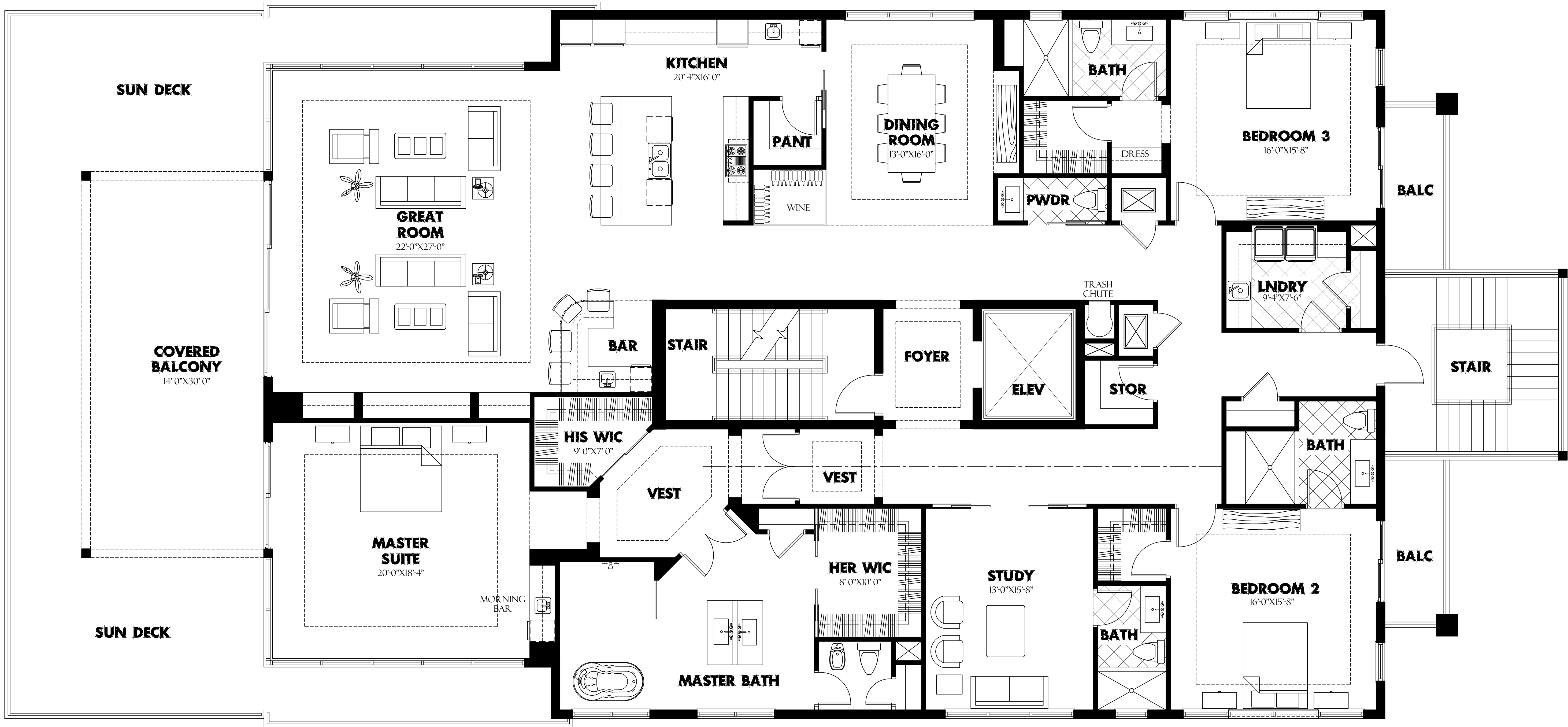


TYPICAL FLOOR PLAN

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

2,440 SF. A/C

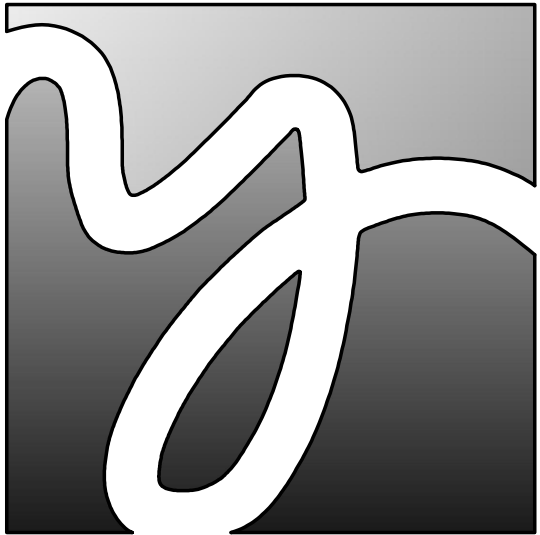




PENTHOUSE FLOOR PLAN

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

4,350 S.F.



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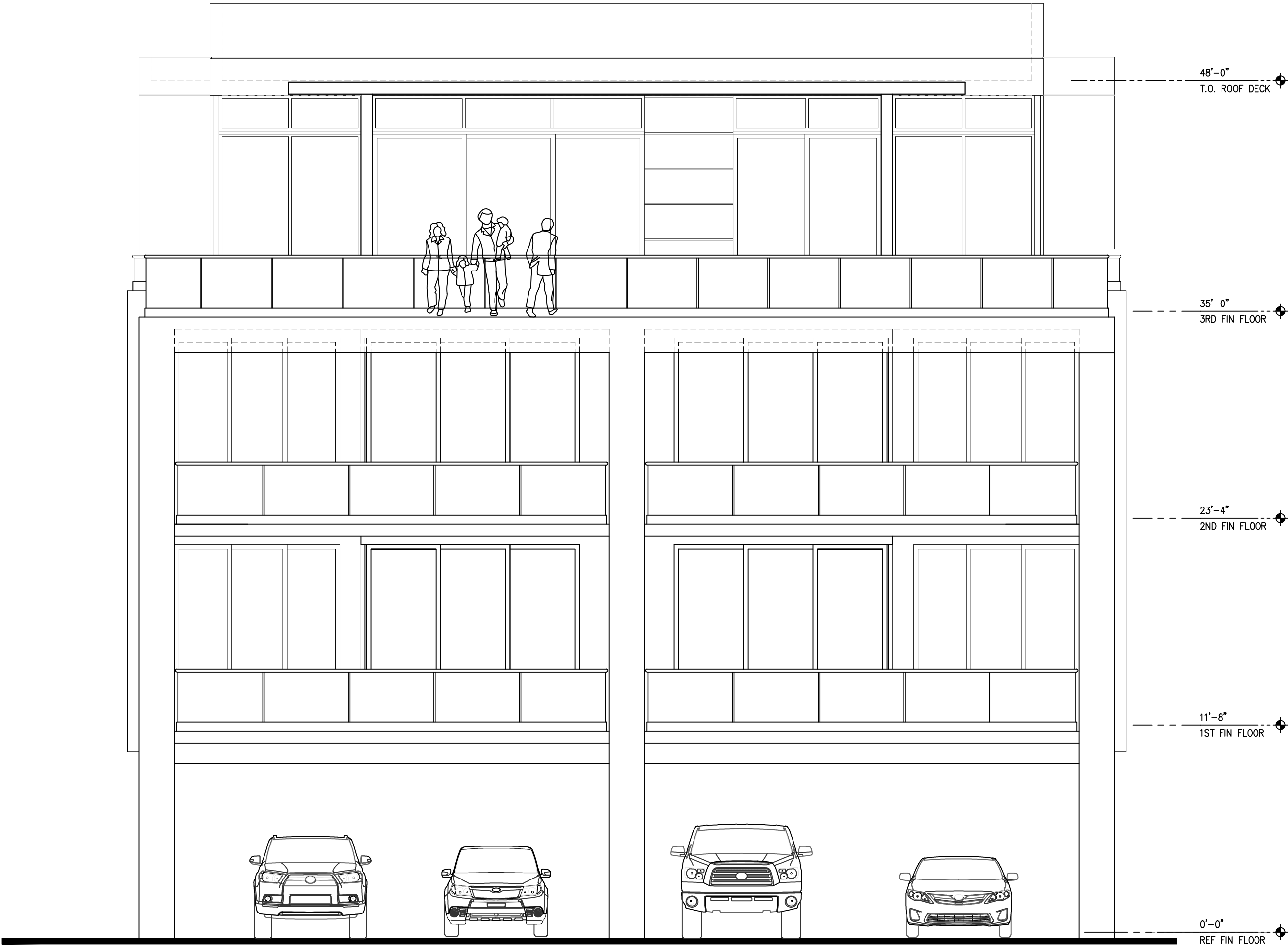
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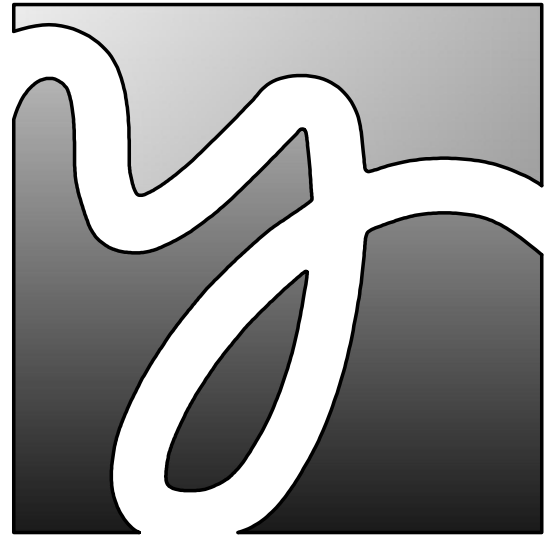
SOUTH ELEVATON - INLET SIDE

SCALE : 3/16" = 1'-0"



NORTH ELEVATON - STREET APPROACH

SCALE : 3/16" = 1'-0"



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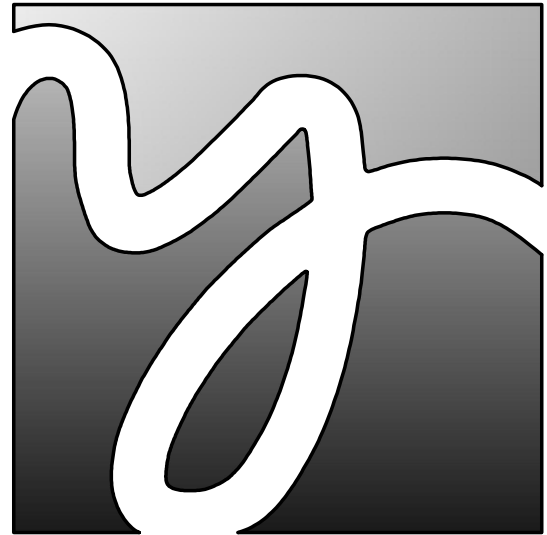
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EAST ELEVATON

SCALE : 3/16" = 1'-0"



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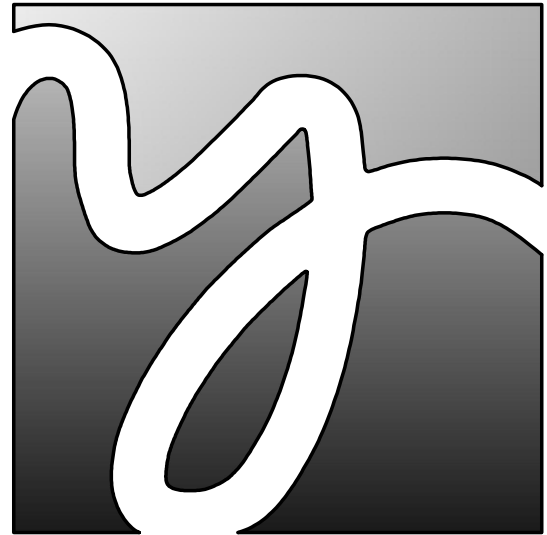
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WEST ELEVATION

SCALE : 3/16" = 1'-0"



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