



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

<b>Fiscal Years</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	<u>(3,215)</u>	<u>(3,215)</u>	<u>(3,215)</u>	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u><b>(3,215)</b></u>	<u><b>(3,215)</b></u>	<u><b>(3,215)</b></u>	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No \_\_\_\_\_

Budget Account No.: Expenditures: Fund 1300 Dept 440 Unit 4241 Object various

Revenues (inspections): Fund 1300 Dept 440 Unit 4241 RevSrc 4223  
 Revenues (plan review): Fund 1300 Dept 440 Unit 4241 RevSrc 4222

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Existing Fire Prevention staff will absorb the additional inspection and plan review activity associated with this Agreement. Actual revenues will be equal to the number of annual inspection and plan review services provided and the County's fee schedule at the time of service. For the first year of the Agreement, staff anticipates inspection revenues in the amount of \$3,215. Plan review revenues are undeterminable at this time.

C. Departmental Fiscal Review: *original report*

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Dev. and Control Comments:**

*Susan Neary* 10/10/13  
 OFMB 10/10

*Dr. J. Jacobson* 10/18/13  
 Contract Dev. and Control

**B. Legal Sufficiency:**

*Paul F. [Signature]* 10/24/13  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.

**INTERLOCAL AGREEMENT FOR SPECIFIED  
FIRE PREVENTION SERVICES  
BETWEEN PALM BEACH COUNTY AND THE  
TOWN OF PALM BEACH SHORES**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida ( the "County"), by and through its Board of County Commissioners and the TOWN OF PALM BEACH SHORES, a Florida municipal corporation located in Palm Beach County, Florida ( the "Town").

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

**WHEREAS**, the parties mutually desire the County to provide certain specified services, including fire inspections and new construction plans review and inspections, on applicable buildings and structures located within the incorporated boundaries of the Town in accordance with the Florida Fire Prevention Code (the "Fire Prevention Services"); and

**WHEREAS**, the Town and County desire to enter into this Agreement as the County can provide the Fire Prevention Services economically and efficiently, to the benefit of both the County and the Town;

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

**SECTION 1. INCORPORATION OF FACTS**

The facts set forth above and the preambles to this Agreement are true and correct.

**SECTION 2. PURPOSE**

The purpose of this Interlocal Agreement is to establish the parties' rights and obligations regarding the provision of the Fire Prevention Services within the Town, by the County. To facilitate the purposes of this Agreement, the Town shall cooperate with and assist the County so as to insure that the Fire Prevention Services provided by County are coordinated with other municipal services provided by the Town, and that complaints and/or inquiries regarding the

County's performance and the Fire Prevention Services delivered hereunder are appropriately addressed.

In performing the Fire Prevention Services within the Town pursuant to this Agreement, the County shall be an independent contractor for the Town, and not an employee, agent or servant of the Town. All persons engaged in the Fire Prevention Services performed by the County hereunder shall at all times, and in all places, be subject to the County's sole direction, supervision and control.

**SECTION 3. REPRESENTATIVE AND CONTRACT MONITOR**

The County representative and contract monitor during the performance of this Agreement shall be the County Fire Marshal, whose telephone number is (561) 616-7031 The Town representative and contract monitor during the performance of this Agreement shall be the Town Fire Chief, whose telephone number is (561) 844-4804.

**SECTION 4. EMPLOYEE FUNCTIONS**

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

**SECTION 5. EMPLOYEE CLAIMS, BENEFITS, ETC**

No employee, officer, or agent of either party shall, in connection with this Agreement or the performance of services and functions hereunder, have a right to or claim any pension, workers' compensation, unemployment compensation, civil service, or other employee rights, privileges, or benefits granted by operation of law or otherwise except through and against the entity by whom they are employed. No employee of either party shall be deemed the employee of the other, for any purpose, during the performance of services hereunder.

**SECTION 6. SERVICES TO BE PROVIDED**

The County shall provide the Fire Prevention Services as follows:

- (a) The County shall conduct existing and occupational license fire inspections on applicable buildings and structures located within the incorporated boundaries of the Town in accordance with the Florida Fire Prevention Code (as may be hereinafter referred to as the "Fire Code"), all as may be amended from time to time. The

County intends that inspections in the Town shall take place on an annual basis. The County shall provide the Town with a completed inspection report within seven (7) business days of each inspection; however, the County shall promptly notify the Town of any hazardous condition that presents an imminent danger as defined by the Fire Code.

(b) The County shall provide new construction plans review and new construction inspections. Not less than 90% of all plans submitted to the County shall be reviewed and returned to the Town within four (4) working days after receipt by the County. The town shall be responsible for payment for the Fire Prevention Services in accordance with Section 6 of this Agreement regardless of whether the Town collects payment from the entity that requested the Fire Prevention Services.

#### **SECTION 7. PAYMENTS**

The County shall invoice the Town on a monthly basis for the Fire Prevention Services provided in accordance with the terms of this Agreement. Payment shall be due within thirty (30) days. Fees will be calculated in accordance with the County's fee schedule in effect at the time of service. The current County fee schedule is attached hereto for reference as **Exhibit A**.

#### **SECTION 8. NO ASSUMPTION OF LIABILITY; INSPECTABLE PROPERTIES**

Neither party to this Agreement nor their respective officers or employees shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other. Further, nothing herein shall be construed as a waiver of sovereign immunity. The services provided by the County under this Agreement are provided as a contractual service to the Town. The Town shall remain the authority having jurisdiction and shall remain responsible for Fire Code enforcement within the Town. The list of inspectable properties in the Town is attached as Exhibit B attached hereto.

#### **SECTION 9. INSURANCE**

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, the County acknowledges to be self-insured for General Liability and Automotive Liability under Florida's sovereign immunity statute with monetary waiver limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such limits that may change and be set forth by the legislature.

The County acknowledges to be self-insured for Worker's Compensation & Employer's

Liability insurance in accordance with Florida Statute, Chapter 440.

When requested, the County agrees to provide a Certificate of Insurance evidencing self-insurance and/or sovereign immunity status, which the Town agrees to recognize as acceptable for the above mentioned coverages.

**SECTION 10. EFFECTIVE DATE AND TERM**

This Agreement shall take effect upon approval by all parties and filing pursuant to Section 23. This Agreement shall continue in effect until September 30, 2016, unless sooner terminated as provided for in Section 11.

**SECTION 11. NOTICE OF TERMINATION**

This Agreement may be terminated (i) for any reason or for no reason by written mutual consent of both parties; or, (ii) by either party without cause upon ninety (90) days advance written notice to the other party of desire to terminate, and without any recourse or recovery against the terminating party due to such termination; or (iii) by either party with cause upon 30 days written notice to the other party.

**SECTION 12. ASSIGNMENT OF RIGHTS**

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

**SECTION 13. MODIFICATION AND AMENDMENT**

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

**SECTION 14. EQUAL OPPORTUNITY**

The County and Town each warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or gender identity or expression; and that no person shall, based on any of said grounds, be excluded from the benefits of, or be subject to any form of discrimination under, any activity carried out in the performance of this Agreement.

**SECTION 15. ANNUAL APPROPRIATIONS**

Each party's performance and obligations under this Agreement are contingent upon an annual budgetary appropriation by its respective governing body for the purposes hereunder.

**SECTION 16. RECORDS**

The County and the Town shall maintain all records relating to the Fire Prevention Services performed under this Agreement in accordance with Florida's public records law and until at least three year after the expiration or termination of this Agreement; provided however that upon the expiration or termination of this Agreement, the County shall turn over to the Town all the County's technical records directly relating to the County's inspection and/or plan review services on applicable buildings and structures located within the incorporated boundaries of the Town. The Town shall then become the official custodian of these records. As custodian of these records, the Town shall maintain the records in accordance with Florida's public records law and until at least three years after expiration or termination of this Agreement. The County shall keep a copy of all such records for this same time period.

**SECTION 17. RIGHT TO AUDIT**

Each party, at its own expense, shall have the right to examine the other party's books, data, records and invoices directly or indirectly related to this Agreement upon reasonable notice, time and place.

**SECTION 18. JOINT PREPARATION**

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

**SECTION 19. REMEDIES**

This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or

partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**SECTION 20. NOTICE OF SUITS**

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

**SECTION 21. NOTICES**

All written notices required under this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

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

and if sent to the Town shall be mailed to:

Town of Palm Beach Shores Fire Rescue Department  
Fire Chief  
247 Edwards Road  
Palm Beach Shores, FL 33404

Each party may change its address upon notice to the other.

**SECTION 22. CAPTIONS**

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

**SECTION 23. FILING**

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



**SECTION 24. ENFORCEMENT COSTS**

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to this Agreement.

**SECTION 25. DELEGATION OF DUTY**

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, County, or Town officers.

**SECTION 26. SEVERABILITY**

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

**SECTION 27. SURVIVABILITY**

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

**SECTION 28. CONFLICT RESOLUTION**

Any dispute or conflict between the parties that arises from the provision of the Fire Prevention Services under this Agreement shall be presented in writing to the parties' representatives set forth in Section 3 of this Agreement, or their respective designees. . The parties' representatives, or their designees, shall then meet to discuss the disputed issues and attempt in good faith to resolve the dispute or conflict prior to either party initiating the intergovernmental conflict resolution process provided for by Chapter 164, Florida Statutes.

**SECTION 29. NO THIRD PARTY BENEFICIARY**

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizens or employees of the County and/or Town.

**SECTION 30. FORCE MAJEURE**

County shall not be deemed in default or breach of this Agreement to the extent it is unable to perform, or to timely perform, due to an event of *Force Majeure*. For the purpose of this Agreement, *Force Majeure* shall mean and include any act of God, including severe weather conditions or impending severe weather conditions, accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of a public enemy, failure of transportation facilities, enactment, rule order or act of government or governmental instrumentality (whether domestic or international and whether federal, state or local, or the international equivalent thereof), failure of technical facilities, or any other cause of any nature whatsoever beyond the control of the County which was not avoidable in the exercise of reasonable care and foresight. Further, the Town specifically acknowledges that the County shall have no liability whatsoever for any damages or injuries due to a *Force Majeure*.

**SECTION 31. WAIVER OF PERFORMANCE**

Failure(s) to insist on strict performance of any covenant, condition, or provision of this Agreement by a party, its successors and assigns, shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this Agreement. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

**SECTION 32. ENTIRETY OF AGREEMENT**

This Agreement represents the entire understanding of the parties and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement. This Agreement may not be assigned by the Town without the County's prior written consent.

**SECTION 33. OFFICE OF THE INSPECTOR GENERAL**

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. To the extent permitted by law, the Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of

records, and to audit, investigate, monitor, and inspect the activities of the Town, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**[Remainder of page left blank intentionally]**

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

**ATTEST:**  
**SHARON R. BOCK,**  
Clerk & Comptroller

**PALM BEACH COUNTY, FLORIDA BY ITS  
BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Steven L. Abrams, Mayor

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND  
CONDITIONS**

By: \_\_\_\_\_  
County Attorney

By: *J.P. Callow*  
Fire-Rescue Administrator

**ATTEST:**

**TOWN OF PALM BEACH SHORES**

By: *Mary Miles*  
Town Clerk

By: *[Signature]*  
Mayor

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: *[Signature]*  
Town Attorney

Date: 7-29-13

**PALM BEACH COUNTY FIRE-RESCUE FEE SCHEDULE**

**I. Plan Review Fees**

**A.** The following formula, which is based on the valuation of the proposed work, shall be used to determine plans review fees.

\$0.00 up to \$100,000	Charge 0.5% total valuation of work. With a minimum of \$50.00.
100,001 to 250,000	Charge \$500.00 for the first \$100,000 and then charge 0.25% of the balance of the value.
250,001 to 750,000	Charge \$875.00 for the first \$250,000 and then charge 0.125% of the balance of value.
750,001 to 2,000,000	Charge \$1500.00 for the first \$750,000.00 and then charge 0.0625% of the balance of the value.
2,000,001 and up.	Charge \$2281.25 for the first two million and then charge 0.03125% of the balance of the value.

**B. Set forth below are examples of valuations and estimated correlating fees.**

ESTIMATED VALUATION	PLAN REVIEW FEES
10,000 and under	50.00
100,000.00	500.00
200,000.00	750.00
300,000.00	937.50
400,000.00	1062.50
500,000.00	1187.50
600,000.00	1312.50
700,000.00	1437.50
800,000.00	1531.25
900,000.00	1593.75
1,000,000.00	1656.25
1,100,000.00	1718.75
1,200,000.00	1781.25
2,000,000.00	2281.25
2,100,000.00	2312.50

**C. Design Review**

A fee of one hundred (\$100.00) dollars will be charged for design review of drawing or specification. This amount shall be paid in advance and may not be refunded.

**D. Civil Drawings**

A fee of two-hundred (\$200.00) dollars will be charged for the plans review of all civil drawings, inspection, and acceptance testing of the hydrant(s).

**F. Plan Revisions**

The following fees shall apply to the various revisions and related services:

- |                               |  |
|-------------------------------|--|
| 1) Pre-Permit Minor Revision: | No charge.   |
| 2) Pre-Permit Major Revision: | 10% of the original fee.   |
| 3) Post-Permit Revision:      | \$5.00 per page, with a minimum fee of \$20.00, except when value increases (then see schedule).   |
| 4) Restamp:                   | \$2.50 per page with a minimum fee of \$10.00.   |
| 5) Invalid Permits:           | 30% of the original fee. If construction has commenced, payment of a fee for the remaining construction is based on the original schedule. |

**G. Completion Agreement Fees**

A fee of two hundred fifty (\$250.00) dollars will be assessed for each incomplete code item at the time of the execution of the completion agreement.

**H. Expedited Plan Review Request**

An applicant may submit a written request for an expedited plan review. The request must state the need for the expedited review (i.e. potential employee layoff, financial hardship, time constraints) and the AHJ or his designee shall have the sole authority to approve or deny the request, subject to the availability of personnel. The plan review will be done outside of normal working hours at a rate of \$100.00 per hour with a three (3) hour minimum.

I. **After Hours Inspection.** An applicant may submit a written request for after hours inspections. The request must state the need. The AHJ or his designee shall have the sole authority to approve the request, subject to the availability of personnel. The inspections done outside of normal working hours will be charged a rate of \$100.00 per hour with a three hour minimum.

J. **Annual Facility Plan Review Fee.** A fee of \$1,500.00 will be charged for the annual facility plan review approval.

II **INSPECTION FEES:**

The schedule for inspections, per building, based on fixed property use, shall be as follows:

<b>A. ASSEMBLY</b>	
50 - 299 occupant load	55.00
300 - 1,000 occupant load	75.00
1,001 - 5,000 occupant load	150.00
5,001 and over occupant load	200.00
<b>B. EDUCATIONAL SCHOOLS OR DAY CARE:</b>	
0 - 10,000 sq ft	50.00
10,001 - 20,000 sq ft	75.00
20,001 - 50,000 sq ft	150.00
50,001 - 100,000 sq ft	250.00
100,001 - 200,000 sq ft	300.00
200,001 - and over	350.00
<b>C. HEALTH CARE, HOSPITAL, NURSING HOME, AMBULATORY HEALTH CARE, ETC.</b>	
5,000 sq. ft. and under	50.00



5,001 - 15,000 sq. ft.	100.00
15,001 - 30,000 sq. ft.	150.00
30,001 - 100,000 sq. ft.	200.00
100,001 - 200,000 sq. ft.	250.00
200,001 - 500,000 sq. ft.	300.00
500,001 - and over	350.00
<b>D. RESIDENTIAL BOARD AND CARE:</b>	
5,000 sq. ft and under	50.00
5,001 - 15,000 sq. ft	100.00
15,001 - 30,000 sq. ft.	150.00
30,001 - 100,000 sq. ft.	200.00
100,001 - 200,000 sq. ft.	250.00
200,001 - 500,000 sq. ft.	300.00
500,001 and over	350.00
<b>E. DETENTION/CORRECTIONAL:</b>	
5,001 - 15,000 sq. ft.	100.00
15,001 - 30,000 sq. ft.	150.00
30,001 - 100,000 sq. ft.	200.00
100,001 - 200,000 sq. ft.	250.00
200,001 - 500,000 sq. ft.	300.00
500,001 and over	350.00
<b>F. LODGING/ROOMING HOUSES/HOTEL/DORMITORIES:</b>	
0-16 units	55.00

17-100 units	75.00
101 - 500 units/rooms	150.00
501 - and over	200.00
<b>G. MERCANTILE, BUSINESS AND STORAGE:</b>	
5,000 sq. ft. and under	50.00
5,001 - 15,000 sq. ft.	75.00
15,001 - 30,000 sq. ft.	100.00
30,001 - 100,000 sq. ft.	125.00
100,001 - 200,000 sq. ft.	150.00
200,001 - 500,000 sq. ft.	175.00
500,001 - and over	200.00
<b>H. INDUSTRIAL/MANUFACTURING:</b>	
15,000 sq. ft. and under	65.00
15,001 - 30,000	150.00
30,001 - 100,000 sq. ft.	175.00
100,001 - 200,000 sq. ft.	200.00
200,001 - 500,000 sq. ft.	250.00
500,001 - and over	300.00
<b>I. TEMPORARY STRUCTURES:</b>	
All	50.00
<b>J. COMMERCIAL LP GAS FACILITIES:</b>	
All	55.00
<b>K. OCCUPATIONAL LICENSING INSPECTIONS:</b>	
All Residential	25.00
All Commercial	35.00

<b>L. HAZARDOUS MATERIALS FACILITIES:</b>	
5,000 sq. ft and under	75.00
5,001 - 15,000 sq. ft.	125.00
15,001 - 30,000 sq. ft.	175.00
30,001 - 100,000 sq. ft.	250.00
100,001 - 200,000 sq. ft.	300.00
200,001 - 500,000 sq. ft.	350.00
500,001 - and over	400.00
<b>M. OUTSIDE STORAGE OF FOREST PRODUCTS</b>	
0 – 5 acres	50.00
5 – 10 acres	100.00
10 +	150.00
<b>N. WHOLESALE FIREWORKS</b>	100.00
<b>O. PYROTECHNIC PERMIT INSPECTION/FLAME EFFECT BEFORE A PROXIMATE AUDIENCE</b>	100.00
<b>P. PUBLIC DISPLAY OF FIREWORKS</b>	500.00
<b>Q. MULTI-FAMILY RESIDENTIAL PROPERTIES WITH FIRE PROTECTION SYSTEMS</b>	25.00
<b>R. VACANT BUILDING</b>	50.00

**III. Reinspections:**

There shall be a fifty (\$50.00) dollar charge for reinspections which require an additional, third or more, trip to a building or job site by a Fire Inspector. This fee shall be applicable to New Construction and Existing Inspections.

**Palm Beach Shores Inspectable Properties**

**EXHIBIT B**

<b>Name</b>	<b>Address</b>	<b>Use</b>	<b>Parcel control number</b>	<b>Notes</b>	<b>units</b>
Palm Beach Shores Apts	33 S Ocean Av	Apt bldg	54-43-42-35-12-000-0000		60
Inlet Pointe Condominium	314 Inlet Way	Condo	54-43-42-34-20-000-0000		9
Cannonsport Condominium	176-178 Lake	Condo	54-43-42-27-04-000-5362		36
Mayan Tower North	145 Ocean Av	condo	54-43-42-27-18-000-0000		140
Mayan Tower South	125 Ocean Av	condo	54-43-42-27-08-000-0000		87
Townhomes of PBS	101 Edwards Ln	Condo	54-43-42-27-39-000-0000		4
Oceanview Condominium	115 Bamboo	Condo	54-43-42-27-62-000-0000		19
Palm Beach Shores Resort	181 Ocean Av	Hotel	54-43-42-26-12-000-0010		257
Singer Island Beach Co	181 S Ocean Av	mercantile		part of motel	0
PB Shores Resort Lounge	181 S Ocean Av	assembly		part of motel	
Palm Beach Shores Sea Spray	123 Ocean Av	hotel	54-43-42-27-04-000-6160		50
Palm Beach Shores Sea Spray	123 Ocean Av	lounge			55
Buccaneer Motel	142 Lake Dr	Motel	54-43-42-27-41-001-0020		20
Buccaneer Lounge	142 Lake Dr	assembly			35
Channel House	115 Inlet Wy	Motel	54-43-42-35-13-001-0000	shut down-pending violations ?	24
Inlet Reef Motel	311 Inlet Wy	Motel	54-43-42-27-04-000-0160		14
La Mer	115 Bravado	Motel	54-43-42-27-04-000-0900		6
Lithuanus	112 Bamboo Rd	Motel	54-43-42-27-04-000-3750		10
Lithuanus Motel Apts II	200 Bamboo Rd	Motel	54-43-42-27-04-000-3720		6
Portside	206 Inlet Wy	Motel	54-43-42-27-04-000-5810		10
Randy's Landing	66 Lake	Motel	54-43-42-27-04-000-5590		11
Sailfish Marina	82 Lake	motel	54-43-42-27-04-000-5490		8
Sailfish Marina Rest/Lounge	98 Lake Dr	assembly	lounge =30 seats	rest/lounge	
Salfish Marina	98 Lake Dr	marina		part of resort	94slips
Sailfish Marina Ship Store	98 Lake Dr	mercantile		part of motel	0
Ship Ahoy	124 Bamboo Rd	Motel	54-43-42-27-04-000-3730		11
Inlet	101 Linda Ln	Motel	54-43-42-27-04-000-0450		7
South Sail Resort	72 Lake	Motel	54-43-42-27-04-000-5580		8
Tahiti on the Inlet	150 Inlet Way	Motel	54-43-42-27-04-000-5830	882-0246	12
Villa De Costa	143 Inlet Wy	Motel	54-43-42-27-04-000-0080		5
On the Rocks Tiki Bar & Grill	71 S Ocean Av	assembly		part of resort	60
Marriott Ownership Resort	71 S Ocean Av	store	54-43-42-26-13-003-0000	part of resort	0
Cannonsport Strip Stores	184 Lake Dr	mercantile		part of resort	0
Marriott Ocean Pointe	31 Ocean Av	time share	54-43-42-26-13-005-0000		65
Marriott Ocean Pointe	41 S Ocean	time share	54-43-42-26-13-001-0000		70
Marriott Ocean Pointe	51 S Ocean	time share	54-43-42-26-13-001-0010		68
Marriott Ocean Pointe	61 S Ocean	time share			70

Palm Beach Shores Inspectable Properties

EXHIBIT B

Name	Address	Use	Parcel control number	Notes	units
Marriott Ocean Pointe	81 S Ocean	time share			68
Apts	108 Claremont	Apt bldg	54-43-42-27-04-000-1280		8
Sandal 100 apts bldg 1	100 Sandal Ln	Apt bldg	54-43-42-27-04-000-3360		4
Sandal 100 apts Bldg 2	100 Sandal Ln	Apt bldg	54-43-42-27-04-000-3370		5
Bamboo Rd LLC	300 Bamboo Rd	Apt bldg	54-43-42-27-04-000-3661		4
337 Bamboo	337 Bamboo Rd	Apt bldg	54-43-42-27-04-000-3980		6
Baltic Amber	100 Bamboo Rd	Apt bldg	54-43-42-27-04-000-3780		8
Bartnick Apts	333 Inlet Wy	Apt bldg	54-43-42-27-04-000-0210		3
Bauke apts	112 Sandal Ln	Apt bldg	54-43-42-27-04-000-3350		4
Beachwalk apts	111 Blossom Ln	Apt bldg	54-43-42-27-04-000-2980		4
Beachside Apts	113 Edwards Ln	Apt bldg	54-43-42-27-04-000-2140		6
Bravado Ocean Condo	112 Bravado Ln	Apt bldg	54-43-42-35-11-000-0010		3
Carr Apts	115 Cascade Ln	Apt bldg	54-43-42-27-04-000-2560		4
Cascade Apts	100 Cascade Ln	Apt bldg	54-43-42-27-04-000-2530		11
Claremont Apts	100 Claremont Ln	Apt bldg	54-43-42-27-04-000-2530		10
Zier Apts/Edwards Apts	107 Edwards Ln	Apt bldg	54-43-42-27-04-000-2130		6
DMDE Apts	106 Bamboo Rd	Apt bldg	54-43-42-27-04-000-3770		8
Smith Apts/Flamingo Crossing	101 Sandal	Apt bldg	54-43-42-27-04-000-3380		3
Tully Apts-motorlodge	100 Linda Ln	Apt bldg	54-43-42-27-04-000-0440		5
Fountainview Apts	231 Bamboo Rd	Apt bldg	54-43-42-27-04-000-3910		4
Holiday House	101 Bamboo Rd	Apt bldg	54-43-42-27-04-000-3790		5
ICK ACK Inc	112 Claremont Ln	Apt bldg	54-43-42-27-04-000-1270		4
Island House	121 Linda Ln	Apt bldg	54-43-42-27-04-000-0480		3
Miller Apts	115 Tacoma Ln	Apt bldg	54-43-42-27-04-000-1720		4
Ocean Capri Apts/La Doral	201 Inlet Wy	Apt bldg	54-43-42-27-04-000-0090		10
Cunningham Apts	111 Cascade Ln	Apt bldg	54-43-42-27-04-000-2550		4
Ocean Inlet Apts	101 Inlet Wy	Apt bldg	54-43-42-27-04-000-0010		4
Palm Beach Cottages	110 Cascade Ln	Apt bldg	54-43-42-27-04-000-2520		4
Park Avenue Apts	2301 Park Av	Apt bldg	54-43-42-27-04-000-0329	aka 301 Bamboo	4
Park Place	112 Tacoma Ln	Apt bldg	54-43-42-27-04-000-1670		4
single family home?	336 Bamboo Rd	Apt bldg	54-43-42-27-04-000-3600	duplex/not inspected	2
Ramonas Apts	107 Sandal	Apt bldg	54-43-42-27-04-000-3390		4
Seascape Apts	135 Bamboo Rd	Apt bldg	54-43-42-27-04-000-3830		12
Shirley Apts	115 Linda Ln	Apt bldg	54-43-42-27-04-000-0470		4
Bravado apts	101 Bravado Ln	Apt bldg	54-43-42-27-04-000-0880		4
Tacoma 107 Apts	107 Tacoma Ln	Apt bldg	54-43-42-27-04-000-1710	numerous pending violations 1/17/201	12
Bamboo 343 apts	343 Bamboo Rd	Apt bldg	54-43-42-27-04-000-3990	shut down-numerous pending	4

**Palm Beach Shores Inspectable Properties**

**EXHIBIT B**

<b>Name</b>	<b>Address</b>	<b>Use</b>	<b>Parcel control number</b>	<b>Notes</b>	<b>units</b>
Sandal Apts	100 Sandal Ln	Apt bldg	54-43-42-27-04-000-3360	numerous pending violations 5/9/2012	9
The Virginian	112 Blossom Ln	Apt bldg	54-43-42-27-04-000-2930		4
Becker apts	237 Inlet Wy	Apt bldg	54-43-42-27-04-000-0150		10
Zephyr	220 Inlet wy	Apt bldg	54-43-42-27-04-000-5790		9
Sand Dune Shores Resort	165 Ocean Av	time share	54-43-42-26-08-000-0000		18
<b>Kraus apts</b>	125 Inlet Wy	Apt bldg	54-43-42-27-04-000-0050		11
Dolce Vita condo	151 Ocean Av	Condo	54-43-42-27-04-000-6230		35
Apts	101 Tacoma Ln	apts	54-43-42-27-04-000-1700		7
Sunshine Shores Apts	101 Blossom Ln	apt	54-43-42-27-04-000-2960		14
Cascade Investments	100 Blossom Ln	apt	54-43-42-27-04-000-2940		11
Villa Bouf Condos	107 Claremont Ln	apts	54-43-42-35-06-000-0010		3
Beach House Condos #1	108 Bravado Ln	apts/condo	54-43-42-35-01-000-0000		8
Wilson condo/apts	107 Bravado Ln	apts/condo	54-43-42-35-03-000-0000		6
Beach House Condos #2	100 Bravado ln	apts/condo	54-43-42-35-02-000-0000		8
Cascade Investments	101 Cascade Ln	apt	54-43-42-27-04-000-2540		3
Sea Isle of Palm Beach Sho	114 Cascade Ln	apt	54-43-42-27-52-000-0000		4
Seascape Condo	300 Inlet Wy	condo	54-43-42-34-13-000-0000		
Inlet Beach Club W	140 Inlet Wy	condo	54-43-42-34-19-002-0000		40
Inlet Beach Club E	120 Inlet Wy	Condo	54-43-42-34-19-001-0000		24
Ocean Mist	107 Inlet Wy	apts	54-43-42-35-07-000-0000		4
Sun Harbor	214 Inlet Wy	coop	54-43-42-34-17-000-0000		10
Romaine Apts	320 Inlet Wy	apts	54-43-42-34-15-000-0000		10
Captains Walk	220 Lake Dr	condo	54-43-42-25-51-000-0000		21
Edwardian	112 Edwards Ln	apts	54-43-42-27-35-000-0000		4
<b>Town Buildings</b>					
PBS Fire/Police Dept	247 Edwards Ln	business	54-43-42-27-04-000-6500	2250sq ft	
PBS Town Hall	247 Edwards Ln	business	54-43-42-27-04-000-6500	3184sqft	
PBS Community Center	90 Edwards Ln	Assembly		4200sqft (based on occ load of 299)	
PBS Police Annex	247 Edwards Ln	business	54-43-42-27-04-000-6500	1024sq ft	
(101 total properties)				<b>approximate total</b>	